

**FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING
COURTHOUSE ANNEX – COMMISSION MEETING ROOM
JUNE 5, 2018
9:00 AM
AGENDA**

*The Board of County Commissioners asks that all cell phones are turned off or placed on silent (vibrate) mode. If you would like to comment on any matter, when recognized by the Chairman, state your name, sign the speaker log, and please adhere to the 3-minute time limit. **Any handouts (information) for distribution to the Commission must be submitted to the Board Secretary (Clerk's Office) or to the County Coordinator on or before the Thursday prior to that Tuesday's meeting. Failure to do so will result in your removal from the agenda or a delay of any action relating to your request until a future meeting.***

- 9:00 AM Call to Order
Prayer and Pledge
Approval of Minutes
Payment of County Bills**
- 9:10 AM Department Directors Report
Howard Nabors – Superintendent of Public Works
Fonda Davis – Solid Waste Director
Pam Brownell – Emergency Management Director
Erik Lovestrand – Extension Office Director**
- 9:30 AM Public Comments (3-minute time limit)**
- 9:45 AM Brent Anderson – Amendment 2 – Discussion**
- 10:00 AM County Budget – Discussion**
- 10:15 AM 1st Public Hearing – CDBG 2017 Application (Deborah Belcher)**
- 10:30 AM Deborah Belcher – CDBG Administrator – Citizen Advisory Task Force Recommendation**
- 10:45 AM Marcia M. Johnson – Clerk of Courts – Report**
- 11:00 AM Alan Pierce – RESTORE Coordinator – Report**
- 11:15 AM Michael Morón – County Coordinator – Report**
- 11:45 AM Michael Shuler – County Attorney – Report**
- 12:00 PM Commissioners' Comments**
- 12:15 PM Adjourn**

June 5, 2018
Franklin County Road Department
Detail of Work Performed and Material Hauled by District
Detail from 5/10/2018 - 6/1/2018

District 1

<u>Work Performed:</u>	<u>Date</u>	<u>Road</u>
Weed Eat & Cut Grass around signs & Culverts, Cut grass along shoulders of road on county right of way, Litter Pickup	5/10/2018	3rd Street
Weed Eat & Cut Grass around signs & Culverts, Cut grass along shoulders of road on county right of way, Litter Pickup	5/10/2018	2nd Street
Weed Eat & Cut Grass around signs & Culverts, Cut grass along shoulders of road on county right of way, Litter Pickup	5/10/2018	Patton Drive
Cut grass along shoulders of road on county right of way	5/13/2018	Tarpon Lane
Cut grass along shoulders of road on county right of way	5/13/2018	Sailfish Drive
Cut grass along shoulders of road on county right of way	5/14/2018	Creamer Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/14/2018	Bull Street
Cut grass along shoulders of road on county right of way	5/14/2018	Old Ferry Dock Road
Cut grass along shoulders of road on county right of way	5/14/2018	Hickory Dip
Cut grass along shoulders of road on county right of way	5/14/2018	Daisey Drive
Cut grass along shoulders of road on county right of way	5/14/2018	C. A. Gillespie
Cut grass along shoulders of road on county right of way	5/14/2018	Power Drive
Cut grass along shoulders of road on county right of way	5/14/2018	Norvell Street
Cut grass along shoulders of road on county right of way	5/14/2018	N Franklin Street
Cut grass along shoulders of road on county right of way	5/14/2018	Adams Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/14/2018	Barber Street
Cut grass along shoulders of road on county right of way	5/14/2018	Dunlap Road
Cut grass along shoulders of road on county right of way	5/14/2018	Washington Street
Cut grass along shoulders of road on county right of way	5/14/2018	School Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/14/2018	Hickory Dip
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/14/2018	Dunlap Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/14/2018	Daisey Drive
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/14/2018	Tallahassee Street
Cut grass along shoulders of road on county right of way	5/14/2018	Jefferson Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/14/2018	Bull Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/14/2018	Shuler Avenue
Cut grass along shoulders of road on county right of way	5/14/2018	Begonia Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/14/2018	1st Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/14/2018	Avenue A
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/14/2018	School Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/14/2018	Shuler Avenue
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/14/2018	Gilbert Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/14/2018	Boatwright Drive

District 1**Work Performed:**

<u>Date</u>	<u>Road</u>
Litter Pickup	5/14/2018 Avenue A
Litter Pickup	5/14/2018 Bull Street
Litter Pickup	5/14/2018 Shuler Avenue
Litter Pickup	5/14/2018 School Road
Litter Pickup	5/14/2018 1st Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/14/2018 Avenue A
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/14/2018 1st Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/14/2018 Boatwright Drive
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/14/2018 Barber Street
Cut grass along shoulders of road on county right of way	5/15/2018 Lily Circle
Cut grass along shoulders of road on county right of way	5/15/2018 Daisy Drive
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/15/2018 Gilbert Street
Cut grass along shoulders of road on county right of way	5/15/2018 Gladiola Way
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/15/2018 Shuler Avenue
Weed Eat & Cut Grass around signs & Culverts, Cut grass along shoulders of road on county right of way, Litter Pickup	5/15/2018 David Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/15/2018 Shadow Bay Drive
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/15/2018 Rose Drive
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/15/2018 Carroll Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/15/2018 Carroll Street
Cut grass along shoulders of road on county right of way	5/16/2018 Sago Drive
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/16/2018 Franklin Blvd
Cut grass along shoulders of road on county right of way	5/16/2018 Ridgecrest Parkway
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/16/2018 Franklin Blvd
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/16/2018 Bike Path (St. George Island)
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/16/2018 S Franklin Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/16/2018 Avenue D
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/16/2018 W Gulf Beach Drive
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/16/2018 Franklin Blvd
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/16/2018 W Gulf Beach Drive
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/16/2018 W Gulf Beach Drive
Cut grass along shoulders of road on county right of way	5/16/2018 Blue Heron Drive
Bike Path (Edged, cut grass off of concrete)	5/17/2018 Bike Path (St. George Island)
Cut grass along shoulders of road on county right of way	5/17/2018 W Gulf Beach Drive
Cut grass along shoulders of road on county right of way	5/17/2018 E Gulf Beach Drive
Sign Maintenance	5/17/2018 W 5th Street
Sign Maintenance	5/17/2018 E Gulf Beach Drive

District 1**Work Performed:**

<u>Work Performed:</u>	<u>Date</u>	<u>Road</u>
Cleaned out culverts	5/17/2018	Jefferson Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/17/2018	Bell Street
Cleaned out culverts	5/17/2018	Gilbert Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/17/2018	E Pine Avenue
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/17/2018	E 11th Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/17/2018	E 1st Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/17/2018	E 2nd Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/17/2018	E 3rd Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/17/2018	E 4th Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/17/2018	E 5th Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/17/2018	E 6th Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/17/2018	E 7th Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/17/2018	E 8th Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/17/2018	E 9th Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/17/2018	E 10th Street
Cut grass along shoulders of road on county right of way	5/21/2018	W 8th Street
Cut grass along shoulders of road on county right of way	5/21/2018	W Sawyer Street
Cut grass along shoulders of road on county right of way	5/21/2018	E Pine Avenue
Cut grass along shoulders of road on county right of way	5/21/2018	E 3rd Street
Cut grass along shoulders of road on county right of way	5/21/2018	E 4th Street
Cut grass along shoulders of road on county right of way	5/21/2018	E 5th Street
Cut grass along shoulders of road on county right of way	5/21/2018	W 12th Street
Cut grass along shoulders of road on county right of way	5/21/2018	E Gulf Beach Drive
Cut grass along shoulders of road on county right of way	5/21/2018	Nedley Street
Cut grass along shoulders of road on county right of way	5/21/2018	Bradford Street
Cut grass along shoulders of road on county right of way	5/21/2018	E Sawyer Street
Checked county roads for safety of traveling for public	5/21/2018	County Roads Eastpoint, Ricky Jones
Cut grass along shoulders of road on county right of way	5/21/2018	W 9th Street
Weed Eat & Cut Grass around signs & Culverts, Cut grass along shoulders of road on county right of way, Litter Pickup	5/21/2018	Palmer Street
Cut grass along shoulders of road on county right of way	5/21/2018	W 6th Street
Cut grass along shoulders of road on county right of way	5/21/2018	W 5th Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/21/2018	W Pine Avenue
Cut grass along shoulders of road on county right of way	5/21/2018	W Bay Shore Drive
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/21/2018	W Pine Avenue
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/21/2018	E Bay Shore Drive
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/21/2018	W Gorrie Drive
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/21/2018	W 1st Street

District 1**Work Performed:**

<u>Date</u>	<u>Road</u>
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/21/2018 W 3rd Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/21/2018 Bradford Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/21/2018 Brown Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/21/2018 W Bay Shore Drive
Weed Eat & Cut Grass around signs & Culverts, Cut grass along shoulders of road on county right of way, Litter Pickup	5/21/2018 Marks Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/21/2018 W Gorrie Drive
Checked county roads for safety of traveling for public	5/21/2018 County Roads Eastpoint, Ricky Jones
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/21/2018 W 2nd Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/21/2018 W 3rd Street
Weed Eat & Cut Grass around signs & Culverts, Cut grass along shoulders of road on county right of way, Litter Pickup	5/21/2018 W Bay Shore Drive
Weed Eat & Cut Grass around signs & Culverts, Cut grass along shoulders of road on county right of way, Litter Pickup	5/21/2018 Gibson Street
Weed Eat & Cut Grass around signs & Culverts, Cut grass along shoulders of road on county right of way, Litter Pickup	5/21/2018 Randolph Street
Weed Eat & Cut Grass around signs & Culverts, Cut grass along shoulders of road on county right of way, Litter Pickup	5/21/2018 Land Street
Weed Eat & Cut Grass around signs & Culverts, Cut grass along shoulders of road on county right of way, Litter Pickup	5/21/2018 Akel Street
Weed Eat & Cut Grass around signs & Culverts, Cut grass along shoulders of road on county right of way, Litter Pickup	5/21/2018 W 8th Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/21/2018 W 1st Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/21/2018 E Pine Avenue
Cut grass along shoulders of road on county right of way	5/22/2018 Howell Street
Cut grass along shoulders of road on county right of way	5/22/2018 Patton Street
Cut grass along shoulders of road on county right of way	5/22/2018 Bruce Street
Pot hole Repair (Fill)	5/22/2018 Cook Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/23/2018 Howell Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/23/2018 Bruce Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/23/2018 Patton Street
Driveway repair	5/23/2018 Creamer Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/23/2018 Bruce Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/23/2018 Patton Street
Box drag	5/24/2018 Cook Street
Box drag	5/24/2018 E Pine Avenue
Box drag	5/24/2018 W 3rd Street
Box drag	5/24/2018 W 4th Street
Box drag	5/24/2018 W 5th Street
Box drag	5/24/2018 Bledsoe Street
Box drag	5/24/2018 McCloud Street
Box drag	5/24/2018 Wing Street
Box drag	5/24/2018 Quinn Street

District 1**Work Performed:**

<u>Work Performed:</u>	<u>Date</u>	<u>Road</u>
Box drag	5/24/2018	Bruce Street
Box drag	5/24/2018	Patton Street
Box drag	5/24/2018	Howell Street
Box drag	5/24/2018	Buck Street, St. George Island
Box drag	5/24/2018	Land Street
Box drag	5/24/2018	E 2nd Street
Box drag	5/24/2018	Nedley Street
Box drag	5/24/2018	W 8th Street
Box drag	5/24/2018	Akel Street
Box drag	5/24/2018	Marks Street
Box drag	5/24/2018	Gibson Street
Box drag	5/24/2018	Palmer Street
Box drag	5/24/2018	Brown Street
Box drag	5/24/2018	W 12th Street
Box drag	5/24/2018	Porter Street
Box drag	5/24/2018	E 10th Street
Box drag	5/24/2018	W Sawyer Street
Box drag	5/24/2018	Bradford Street
Box drag	5/24/2018	W Bay Shore Drive
Box drag	5/24/2018	W 10th Street
Box drag	5/24/2018	W 9th Street
Box drag	5/24/2018	Randolph Street
Box drag	5/24/2018	E 11th Street
Box drag	5/24/2018	Gunn Street
Sign Maintenance	5/24/2018	W Pine Avenue
Trim Trees, Cut bushes back	5/24/2018	W Gulf Beach Drive
Weed Eat & Cut Grass around signs & Culverts, Cut grass along shoulders of road on county right of way	5/24/2018	S Franklin Street
Pot hole Repair (Fill)	5/24/2018	Power Drive
Box drag	5/24/2018	E 8th Street
Box drag	5/24/2018	W Pine Avenue
Box drag	5/24/2018	E 9th Street
Box drag	5/24/2018	W Pine Avenue
Box drag	5/24/2018	E 7th Street
Box drag	5/24/2018	E 6th Street
Box drag	5/24/2018	E 4th Street
Box drag	5/24/2018	W 9th Street
Checked county roads for safety of traveling for public	5/28/2018	County Roads, St. George Island
Checked county roads for safety of traveling for public	5/28/2018	County Roads Eastpoint, Ricky Jones
Checked county roads for safety of traveling for public	5/29/2018	County Roads Eastpoint, Ricky Jones
Cut Trees down and removed, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/30/2018	Washington Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/30/2018	Washington Street
Driveway repair, Culvert repair	5/30/2018	Creamer Street
Pot hole Repair (Fill)	5/31/2018	W Bay Shore Drive
Pot hole Repair (Fill)	5/31/2018	W Pine Avenue
Pot hole Repair (Fill)	5/31/2018	E Pine Avenue
Pot hole Repair (Fill)	5/31/2018	E 3rd Street
Pot hole Repair (Fill)	5/31/2018	E 5th Street

District 1

Work Performed:

<u>Date</u>	<u>Road</u>
5/31/2018	E 6th Street
5/31/2018	W 10th Street
5/31/2018	W 8th Street
5/31/2018	W 7th Street
5/31/2018	W 6th Street
5/31/2018	W 9th Street
6/1/2018	Baine Street
6/1/2018	E 10th Street
6/1/2018	E 9th Street
6/1/2018	E 8th Street
6/1/2018	E 7th Street
6/1/2018	E 6th Street
6/1/2018	E 4th Street
6/1/2018	E 2nd Street
6/1/2018	E Pine Avenue
6/1/2018	E 11th Street
6/1/2018	Bell Street
6/1/2018	W Sawyer Street
6/1/2018	E Bay Shore Drive
6/1/2018	W 10th Street
6/1/2018	W Bay Shore Drive
6/1/2018	Cook Street
6/1/2018	W 12th Street
6/1/2018	W Pine Avenue
6/1/2018	Porter Street
6/1/2018	County Roads, St. George Island
6/1/2018	Brinkley Street
6/1/2018	W Sawyer Street
6/1/2018	W Bay Shore Drive
6/1/2018	Brown Street
6/1/2018	Bradford Street
6/1/2018	W 9th Street

0

Material HAUL From:

<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
5/24/2018	W Gulf Beach Drive	9	0
Debris TOTAL		9	0
5/10/2018	Patton Drive	0.100000001	0
5/10/2018	3rd Street	0.100000001	0
5/10/2018	2nd Street	0.100000001	0
5/14/2018	Hickory Dip	0.100000001	0
5/14/2018	Dunlap Road	0.100000001	0
5/14/2018	Daisey Drive	0.100000001	0
5/14/2018	Tallahassee Street	0.100000001	0
5/15/2018	David Street	1	0
5/17/2018	Gilbert Street	1	0
5/17/2018	Jefferson Street	1	0
5/21/2018	Palmer Street	0.200000003	0
5/21/2018	Gibson Street	0.200000003	0

District 1**Material HAUL From:**

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Litter	5/21/2018	W Bay Shore Drive	0.200000003	0
Litter	5/21/2018	Marks Street	0.200000003	0
Litter	5/21/2018	Land Street	0.200000003	0
Litter	5/21/2018	W 8th Street	0.200000003	0
Litter	5/21/2018	Akel Street	0.200000003	0
Litter	5/21/2018	Randolph Street	0.200000003	0
Litter	5/30/2018	Washington Street	1	0
Litter	TOTAL		6.300000034	0

Material HAUL To:

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Dirty 89 Lime Rock	5/23/2018	Creamer Street	9	0
Dirty 89 Lime Rock	5/23/2018	Live Oak Street	36	0
Dirty 89 Lime Rock	5/30/2018	Creamer Street	3	0
Dirty 89 Lime Rock	5/30/2018	Creamer Street	3	0
Dirty 89 Lime Rock	6/1/2018	W Sawyer Street	18	0
Dirty 89 Lime Rock	6/1/2018	W Pine Avenue	18	0
Dirty 89 Lime Rock	6/1/2018	W Sawyer Street	36	0
Dirty 89 Lime Rock	6/1/2018	W Bay Shore Drive	18	0
Dirty 89 Lime Rock	6/1/2018	W Pine Avenue	36	0
Dirty 89 Lime Rock	6/1/2018	W 12th Street	18	0
Dirty 89 Lime Rock	TOTAL		195	0

Milled Asphalt	5/24/2018	Power Drive	9	0
Milled Asphalt	5/31/2018	E Pine Avenue	2	0
Milled Asphalt	5/31/2018	W 8th Street	1	0
Milled Asphalt	5/31/2018	W Bay Shore Drive	2	0
Milled Asphalt	5/31/2018	W Pine Avenue	2	0
Milled Asphalt	5/31/2018	E 6th Street	1	0
Milled Asphalt	5/31/2018	W 7th Street	1	0
Milled Asphalt	5/31/2018	E 3rd Street	1	0
Milled Asphalt	5/31/2018	W 9th Street	1	0
Milled Asphalt	5/31/2018	W 10th Street	1	0
Milled Asphalt	5/31/2018	E 5th Street	1	0
Milled Asphalt	5/31/2018	W 6th Street	1	0

Milled Asphalt	TOTAL		23	0
Sand	5/23/2018	Live Oak Street	36	0
Sand	TOTAL		36	0

District 2**Work Performed:**

	<u>Date</u>	<u>Road</u>
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/10/2018	Jeff Sanders Road
Litter Pickup	5/10/2018	CR67
Weed Eat & Cut Grass around signs & Culverts	5/10/2018	CR30A
Graded Road(s)	5/10/2018	Jeff Sanders Road
Box drag	5/10/2018	6th Street E
Box drag	5/10/2018	Jeff Sanders Road
Travel	5/10/2018	Jeff Sanders Road
Graded Road(s)	5/10/2018	McIntyre Road
Cut grass along shoulders of road on county right of way	5/13/2018	Alligator Drive

District 2

Work Performed:

<u>Work Performed:</u>	<u>Date</u>	<u>Road</u>
Cut grass along shoulders of road on county right of way	5/13/2018	Pine Street
Cut grass along shoulders of road on county right of way	5/13/2018	Mariner Circle
Cut grass along shoulders of road on county right of way	5/13/2018	Sun N Sands Blvd
Cut grass along shoulders of road on county right of way	5/13/2018	Surf Drive
Cut grass along shoulders of road on county right of way	5/13/2018	Lakeview Drive
Cut grass along shoulders of road on county right of way	5/13/2018	Magnolia Street
Cut grass along shoulders of road on county right of way	5/13/2018	Marlin Street
Cut grass along shoulders of road on county right of way	5/13/2018	Dunes Boulevard
Cut grass along shoulders of road on county right of way	5/13/2018	Fernway Road
Cut grass along shoulders of road on county right of way	5/13/2018	Bass Street
Cut grass along shoulders of road on county right of way	5/13/2018	Grouper Street
Cut grass along shoulders of road on county right of way	5/13/2018	Bald Point Road
Cut grass along shoulders of road on county right of way	5/13/2018	Gulf Shore BLVD
Cut grass along shoulders of road on county right of way	5/13/2018	Cobia Street
Cut grass along shoulders of road on county right of way	5/13/2018	Oak Street
Cut grass along shoulders of road on county right of way	5/13/2018	Maple Street
Cut grass along shoulders of road on county right of way	5/13/2018	Alan Lane
Cut grass along shoulders of road on county right of way	5/13/2018	Kingfish Street
Flagged	5/16/2018	Oak Street
Driveway repair	5/16/2018	Oak Street
Checked county roads for safety of traveling for public	5/17/2018	Alligator Drive
Checked county roads for safety of traveling for public	5/17/2018	CR67
Checked county roads for safety of traveling for public	5/17/2018	Rio Vista Drive
Checked county roads for safety of traveling for public	5/17/2018	McIntyre Road
Checked county roads for safety of traveling for public	5/17/2018	Alligator Drive
Checked county roads for safety of traveling for public	5/17/2018	Crooked River Road
Checked county roads for safety of traveling for public	5/17/2018	Duvall Road
Checked county roads for safety of traveling for public	5/17/2018	McIntyre Road
Checked county roads for safety of traveling for public	5/17/2018	Duvall Road
Checked county roads for safety of traveling for public	5/17/2018	Bald Point
Sign Maintenance	5/21/2018	McIntyre Road
Checked county roads for safety of traveling for public	5/21/2018	CR67
Checked county roads for safety of traveling for public	5/21/2018	McIntyre Road
Checked county roads for safety of traveling for public	5/21/2018	Duvall Road
Checked county roads for safety of traveling for public	5/21/2018	Jeff Sanders Road
Checked county roads for safety of traveling for public	5/21/2018	Lakeview Drive
Boat Ramp Repair	5/22/2018	Sun N Sand Landing
Box drag	5/22/2018	Alligator Drive
Box drag	5/22/2018	Harbor Circle
Litter Pickup	5/23/2018	CR67
Driveway repair	5/23/2018	Oak Street
Checked county roads for safety of traveling for public	5/28/2018	County Roads, Carrabelle, Cheryl Sanders
Checked county roads for safety of traveling for public	5/28/2018	County Roads, Alligator Point
Checked county roads for safety of traveling for public	5/28/2018	County Roads, Lanark
Removed Storm Debris, Checked county roads for safety of traveling for public	5/29/2018	Fernway Road
Removed Storm Debris, Checked county roads for safety of traveling for public	5/29/2018	George Vause Road
Removed Storm Debris, Checked county roads for safety of traveling for public	5/29/2018	Angus Morrison

District 2

Work Performed:

<u>Work Performed:</u>	<u>Date</u>	<u>Road</u>
Removed Storm Debris, Checked county roads for safety of traveling for public	5/29/2018	Lakeview Drive
Removed Storm Debris, Checked county roads for safety of traveling for public	5/29/2018	Dunes Boulevard
Removed Storm Debris, Checked county roads for safety of traveling for public	5/29/2018	Pine Street
Removed Storm Debris, Checked county roads for safety of traveling for public	5/29/2018	Oak Street
Removed Storm Debris, Checked county roads for safety of traveling for public	5/29/2018	Alabama Street
Removed Storm Debris, Checked county roads for safety of traveling for public	5/29/2018	Maple Street
Removed Storm Debris, Checked county roads for safety of traveling for public	5/29/2018	Magnolia Street
Removed Storm Debris, Checked county roads for safety of traveling for public	5/29/2018	Harbor Circle
Removed Storm Debris, Checked county roads for safety of traveling for public	5/29/2018	Sun N Sands Blvd
Removed Storm Debris, Checked county roads for safety of traveling for public	5/29/2018	Tom Roberts Road
Box drag	5/29/2018	Alligator Drive
Removed Storm Debris, Checked county roads for safety of traveling for public	5/29/2018	Surf Drive
Removed Storm Debris, Checked county roads for safety of traveling for public	5/29/2018	Sea Shell Avenue
Removed Storm Debris, Checked county roads for safety of traveling for public	5/29/2018	Miller Street
Removed Storm Debris, Checked county roads for safety of traveling for public	5/29/2018	Enabob Street
Removed Storm Debris, Checked county roads for safety of traveling for public	5/29/2018	Carnival Lane
Removed Storm Debris, Checked county roads for safety of traveling for public	5/29/2018	Iowa Street
Removed Storm Debris, Checked county roads for safety of traveling for public	5/29/2018	Maine Street
Removed Storm Debris, Checked county roads for safety of traveling for public	5/29/2018	Indiana Street
Removed Storm Debris, Checked county roads for safety of traveling for public	5/29/2018	Spring Drive
Removed Storm Debris, Checked county roads for safety of traveling for public	5/29/2018	Idaho Street
Removed Storm Debris, Checked county roads for safety of traveling for public	5/29/2018	Collins Avenue
Removed Storm Debris, Checked county roads for safety of traveling for public	5/29/2018	Alligator Drive
Pot hole Repair (Fill), Shoulder Work	5/29/2018	Alligator Drive
Pot hole Repair (Fill), Shoulder Work	5/29/2018	Tom Roberts Road
Removed Storm Debris, Checked county roads for safety of traveling for public	5/29/2018	Georgia Street
Removed Storm Debris, Checked county roads for safety of traveling for public	5/29/2018	Florida Street
Removed Storm Debris, Checked county roads for safety of traveling for public	5/29/2018	Putnal Street
Removed Storm Debris, Checked county roads for safety of traveling for public	5/29/2018	Connecticut Street
Removed Storm Debris, Checked county roads for safety of traveling for public	5/29/2018	Illinois Street
Removed Storm Debris, Checked county roads for safety of traveling for public	5/29/2018	Kentucky Ave

District 2

Work Performed:

<u>Work Performed:</u>	<u>Date</u>	<u>Road</u>
Removed Storm Debris, Checked county roads for safety of traveling for public	5/29/2018	Oak Street
Removed Storm Debris, Checked county roads for safety of traveling for public	5/29/2018	Hinton Street
Removed Storm Debris, Checked county roads for safety of traveling for public	5/29/2018	Florida Avenue
Removed Storm Debris, Checked county roads for safety of traveling for public	5/29/2018	Franklin Street
Removed Storm Debris, Checked county roads for safety of traveling for public	5/29/2018	Elder Street
Removed Storm Debris, Checked county roads for safety of traveling for public	5/29/2018	Infeild Drive
Removed Storm Debris, Checked county roads for safety of traveling for public	5/29/2018	Newman Drive
Removed Storm Debris, Checked county roads for safety of traveling for public	5/29/2018	Holland Avenue
Removed Storm Debris, Checked county roads for safety of traveling for public	5/29/2018	Colorado Street
Removed Storm Debris, Checked county roads for safety of traveling for public	5/29/2018	Maryland Avenue
Removed Storm Debris, Checked county roads for safety of traveling for public	5/29/2018	Bay Front Drive
Removed Storm Debris, Checked county roads for safety of traveling for public	5/29/2018	Fiesta Drive
Removed Storm Debris, Checked county roads for safety of traveling for public	5/29/2018	Warren Avenue
Removed Storm Debris, Checked county roads for safety of traveling for public	5/29/2018	Pinewood Avenue
Removed Storm Debris, Checked county roads for safety of traveling for public	5/29/2018	Heffernan Drive
Removed Storm Debris, Checked county roads for safety of traveling for public	5/29/2018	Parker Avenue
Removed Storm Debris, Checked county roads for safety of traveling for public	5/29/2018	Carlton Avenue
Removed Storm Debris, Checked county roads for safety of traveling for public	5/29/2018	California Street
Removed Storm Debris, Checked county roads for safety of traveling for public	5/29/2018	Arizona Street
Removed Storm Debris, Checked county roads for safety of traveling for public	5/29/2018	Massachusetts Avenue
Removed Storm Debris, Checked county roads for safety of traveling for public	5/29/2018	Tom Roberts Road
Removed Storm Debris, Checked county roads for safety of traveling for public	5/29/2018	Donax Place
Removed Storm Debris, Checked county roads for safety of traveling for public	5/29/2018	Carolina Street
Removed Storm Debris, Checked county roads for safety of traveling for public	5/29/2018	Harry Morrison
Checked county roads for safety of traveling for public	5/29/2018	County Roads, Alligator Point
Removed Storm Debris, Checked county roads for safety of traveling for public	5/29/2018	Delaware Street
Removed Storm Debris, Checked county roads for safety of traveling for public	5/29/2018	Harbor Circle
Litter Pickup	5/30/2018	Lake Morality Road
Litter Pickup	5/30/2018	CR67
Cut Trees down and removed	5/31/2018	Rio Vista Drive
Graded Road(s)	5/31/2018	Jeff Sanders Road
Graded Road(s)	5/31/2018	McIntyre Road

District 2**Work Performed:**

	<u>Date</u>	<u>Road</u>
Litter Pickup	5/31/2018	CR67
Graded Road(s)	5/31/2018	Avenue H N

0**Material HAUL From:**

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Dirty 89 Lime Rock	5/29/2018	Stock Pile, CR 370 - Alligator Drive - Alligator	1	0
Dirty 89 Lime Rock	5/29/2018	Stock Pile, CR 370 - Alligator Drive - Alligator	1	0

Dirty 89 Lime Rock**TOTAL****2****0**

Lime Rock	5/30/2018	CR67	2	0
Lime Rock	5/30/2018	Lake Morality Road	2	0

Lime Rock**TOTAL****4****0**

Litter	5/10/2018	CR67	2	0
Litter	5/31/2018	CR67	3	0

Litter**TOTAL****5****0****Material HAUL To:**

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
#57 rock	5/22/2018	Alligator Drive	18	0

#57 rock**TOTAL****18****0**

Black Dirt	5/16/2018	Oak Street	36	0
Black Dirt	5/31/2018	McIntyre Road	18	0
Black Dirt	5/31/2018	Duvall Road	18	0

Black Dirt**TOTAL****72****0**

Dirty 89 Lime Rock	5/10/2018	Jeff Sanders Road	18	0
Dirty 89 Lime Rock	5/10/2018	Crooked River Road	36	0
Dirty 89 Lime Rock	5/10/2018	Crooked River Road	18	0
Dirty 89 Lime Rock	5/16/2018	Oak Street	18	0
Dirty 89 Lime Rock	5/23/2018	Oak Street	4	
Dirty 89 Lime Rock	5/29/2018	Alligator Drive	1	0
Dirty 89 Lime Rock	5/29/2018	Tom Roberts Road	1	0
Dirty 89 Lime Rock	5/30/2018	Carrabelle City Hall	9	0
Dirty 89 Lime Rock	5/31/2018	McIntyre Road	36	0
Dirty 89 Lime Rock	5/31/2018	McIntyre Road	18	0
Dirty 89 Lime Rock	5/31/2018	McIntyre Road	#Error	18.6100006104

Dirty 89 Lime Rock**TOTAL****159****18.6100006104**

Sand	5/30/2018	Jeff Sanders Road	18	0
Sand	5/30/2018	Jeff Sanders Road	18	0
Sand	5/30/2018	Jeff Sanders Road	18	0

Sand**TOTAL****54****0**

Whole Shells	5/22/2018	Sun N Sand Landing	9	0
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Whole Shells**TOTAL****9****0****District 3****Work Performed:**

	<u>Date</u>	<u>Road</u>
Cleaned out culverts, Cleaned ditches, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/16/2018	Earl King Street
Cut grass along shoulders of road on county right of way	5/17/2018	25th Avenue
Cleaned out culverts	5/17/2018	25th Avenue

District 3**Work Performed:**

<u>Work Performed:</u>	<u>Date</u>	<u>Road</u>
Weed Eat & Cut Grass around signs & Culverts, Cut grass along shoulders of road on county right of way	5/24/2018	Avenue D
Checked county roads for safety of traveling for public	5/28/2018	County Roads Apalachicola, Noah Lockley
Checked county roads for safety of traveling for public	5/28/2018	County Roads Apalachicola, Noah Lockley

0**Material HAUL From:**

<u>Material HAUL From:</u>	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Litter	5/17/2018	25th Avenue	1	0

Litter**TOTAL****1****0****District 4****Work Performed:**

<u>Work Performed:</u>	<u>Date</u>	<u>Road</u>
Culvert repair	5/14/2018	Bluff Road
Culvert repair	5/14/2018	Squire Road
Litter Pickup	5/14/2018	Pal Rivers Road
Cleaned ditches	5/14/2018	Bluff Road
Flagged	5/14/2018	Squire Road
Flagged	5/14/2018	Bluff Road
Culvert repair	5/14/2018	Peachtree Road
VMS Work, Cut Grass, Blowed Sidewalks, Cleaned ditches, Litter pickup	5/15/2018	US HWY 98 (Apalachicola, Smokey)
Beaver Dam - Take Out	5/15/2018	Bluff Road
Cleaned ditches	5/15/2018	Bluff Road
Litter Pickup	5/16/2018	Bluff Road
Pot hole Repair (Fill), Shoulder Work	5/24/2018	26th Avenue
Litter Pickup	5/24/2018	Pal Rivers Road
Litter Pickup	5/24/2018	26th Avenue
Driveway repair	5/24/2018	Paradise Lane
Pot hole Repair (Fill), Shoulder Work	5/24/2018	US HWY 98 (Apalachicola, Smokey)
Litter Pickup	5/24/2018	Pal Rivers Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/24/2018	Smith Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/24/2018	Emergency Management (Apalachicola)
Emergency Management DLSOE	5/27/2018	Emergency Management (Apalachicola)
Emergency Management DLSOE	5/27/2018	Emergency Management (Apalachicola)
Emergency Management DLSOE	5/28/2018	Emergency Management (Apalachicola)
Checked county roads for safety of traveling for public	5/28/2018	County Roads, Apalachicola Smokey Parrish
Checked county roads for safety of traveling for public	5/28/2018	County Roads, Apalachicola Smokey Parrish
Blowed off road/parking lot/intersection	5/29/2018	Bike Path (Apalachicola)
Removed Storm Debris	5/29/2018	Pine Log Road
Removed Storm Debris	5/29/2018	26th Avenue
Removed Storm Debris	5/29/2018	Brownsville Road
Removed Storm Debris, Checked county roads for safety of traveling for public	5/29/2018	Apalachee Street
Removed Storm Debris	5/29/2018	Bayview Drive
Removed Storm Debris	5/29/2018	Jakie Whitehurst Street
Removed Storm Debris	5/29/2018	Chapman Road
Removed Storm Debris	5/29/2018	Oak Drive
Removed Storm Debris	5/29/2018	Bluff Road
Removed Storm Debris	5/29/2018	Abercrombie Lane
Pot hole Repair (Fill)	5/31/2018	Bluff Road

District 4**Work Performed:**

Graded Road(s)

Date

6/1/2018

Road

Teat Road

0**Material HAUL From:****Date****Road****Cubic Yards****Tons**

Ditch Dirt

5/14/2018

Squire Road

18

0

Ditch Dirt

5/14/2018

Bluff Road

72

0

Ditch Dirt

5/15/2018

Bluff Road

18

0

Ditch Dirt**TOTAL****108****0**

Litter

5/14/2018

Pal Rivers Road

1

0

Litter**TOTAL****1****0**

Storm Debris

5/29/2018

Oak Drive

1

0

Storm Debris

5/29/2018

26th Avenue

1

0

Storm Debris

5/29/2018

Brownsville Road

1

0

Storm Debris

5/29/2018

Bayview Drive

1

0

Storm Debris

5/29/2018

Jakie Whitehurst Street

1

0

Storm Debris

5/29/2018

Chapman Road

1

0

Storm Debris**TOTAL****6****0****Material HAUL To:****Date****Road****Cubic Yards****Tons**

Dirty 89 Lime Rock

5/24/2018

Paradise Lane

3

0

Dirty 89 Lime Rock

6/1/2018

Teat Road

18

0

Dirty 89 Lime Rock

6/1/2018

Teat Road

18

0

Dirty 89 Lime Rock**TOTAL****39****0**

Milled Asphalt

5/24/2018

US HWY 98 (Apalachicola, Smokey)

6

0

Milled Asphalt

5/24/2018

26th Avenue

3

0

Milled Asphalt

5/31/2018

Bluff Road

2

0

Milled Asphalt**TOTAL****11****0**

Rip Rap

5/14/2018

Bluff Road

2

0

Rip Rap

5/14/2018

Peachtree Road

2

0

Rip Rap

5/14/2018

Squire Road

2

0

Rip Rap**TOTAL****6****0**

Sand

5/23/2018

D.W. Wilson Ball Park

36

0

Sand

5/23/2018

D.W. Wilson Ball Park

18

0

Sand

5/23/2018

D.W. Wilson Ball Park

18

0

Sand**TOTAL****72****0****District 5****Work Performed:****Date****Road**

Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup

5/10/2018

Wylonda Avenue

Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup

5/10/2018

Michael Way

Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup

5/10/2018

Delaine Circle

Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup

5/10/2018

Teresa Avenue

Weed Eat & Cut Grass around signs & Culverts, Cut grass along shoulders of road on county right of way, Litter Pickup

5/10/2018

4th Street

Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup

5/10/2018

Teresa Avenue

District 5

Work Performed:

<u>Date</u>	<u>Road</u>
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/10/2018 CC Land
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/10/2018 Michael Way
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/10/2018 Wylonda Avenue
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/10/2018 CC Land
Weed Eat & Cut Grass around signs & Culverts, Cut grass along shoulders of road on county right of way, Litter Pickup	5/10/2018 5th Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/10/2018 Delaine Circle
Box drag	5/10/2018 5th Street E
Box drag	5/10/2018 7th Street E
Cut grass along shoulders of road on county right of way	5/14/2018 Garrett Lane
Cut grass along shoulders of road on county right of way	5/14/2018 Smith Street
Cut grass along shoulders of road on county right of way	5/14/2018 Tip Tucker Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/14/2018 CC Land
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/14/2018 CC Land
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/15/2018 E Bay Drive
Cut grass along shoulders of road on county right of way	5/15/2018 Magnolia Bay Drive
Weed Eat & Cut Grass around signs & Culverts, Cut grass along shoulders of road on county right of way, Litter Pickup	5/15/2018 Moore Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/15/2018 CC Land
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/15/2018 Plum Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/15/2018 Smith Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/15/2018 State Street
Cut grass along shoulders of road on county right of way	5/15/2018 Hibiscus Lane
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/15/2018 Plum Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/15/2018 Smith Street
Beaver Dam - Take Out	5/15/2018 Lighthouse Road
Cut grass along shoulders of road on county right of way	5/15/2018 Gardenia Trail
Cut grass along shoulders of road on county right of way	5/15/2018 Plum Street
Cut grass along shoulders of road on county right of way	5/15/2018 Smith Street
Weed Eat & Cut Grass around signs & Culverts, Cut grass along shoulders of road on county right of way, Litter Pickup	5/15/2018 Varnes Street
Cut grass along shoulders of road on county right of way	5/16/2018 Pruett Road
Cut grass along shoulders of road on county right of way	5/16/2018 Pond Away Court
Checked county roads for safety of traveling for public	5/17/2018 New River Road
Checked county roads for safety of traveling for public	5/17/2018 Woodill Road
Checked county roads for safety of traveling for public	5/17/2018 Lighthouse Road
Checked county roads for safety of traveling for public	5/17/2018 Timber Island Road
Checked county roads for safety of traveling for public	5/21/2018 Brick Yard Road
Checked county roads for safety of traveling for public	5/21/2018 Lighthouse Road
Checked county roads for safety of traveling for public	5/21/2018 Brick Yard Road
Checked county roads for safety of traveling for public	5/21/2018 County Roads, Eastpoint William Massey

District 5

Work Performed:

<u>Date</u>	<u>Road</u>
5/21/2018	County Roads, Eastpoint William Massey
5/21/2018	Mill Road
5/22/2018	Mill Road
5/22/2018	River Road
5/23/2018	Addies Road
5/23/2018	Bloody Bluff Cemetery
5/23/2018	Brown's Cemetery
5/23/2018	Brick Yard Road
5/23/2018	Lighthouse Road
5/23/2018	Cora Mae Road
5/23/2018	Jeffie Tucker Road
5/23/2018	North Road
5/23/2018	Bloody Bluff Road
5/23/2018	Brick Yard Road
5/24/2018	Lighthouse Road
5/24/2018	Odom Dr
5/24/2018	Lighthouse Road
5/24/2018	St Teresa Ave
5/24/2018	12th Street SE
5/28/2018	County Roads, Eastpoint William Massey
5/28/2018	County Roads, Carrabelle, William Massey
5/29/2018	County Roads, Eastpoint William Massey
5/29/2018	Vroomin Park
5/29/2018	Bloody Bluff Road
5/30/2018	Gardners Landing Road
5/30/2018	Lighthouse Road
5/30/2018	River Road
5/30/2018	Mill Road
5/30/2018	Courthouse Annex (Carrabelle)
5/30/2018	Mill Road
5/30/2018	Wilderness Road
5/30/2018	Gulf View Road
5/30/2018	Mill Road
5/31/2018	Brick Yard Road
5/31/2018	Bloody Bluff Road
5/31/2018	North Road
5/31/2018	Smith Street
5/31/2018	Tip Tucker Road
6/1/2018	Mill Road

0

Material HAUL From:

<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
5/30/2018	Mill Road	18	0
Ditch Dirt		18	0
5/10/2018	4th Street	0.100000001	0
5/10/2018	Delaine Circle	0.100000001	0
5/10/2018	5th Street	0.100000001	0

District 5**Material HAUL From:**

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Litter	5/10/2018	Michael Way	0.100000001	0
Litter	5/10/2018	CC Land	2	0
Litter	5/10/2018	Wylonda Avenue	0.100000001	0
Litter	5/10/2018	Teresa Avenue	0.100000001	0
Litter	5/15/2018	Varnes Street	1	0
Litter	5/15/2018	Moore Street	1	0
Litter	5/30/2018	Wilderness Road	2	0
Litter	TOTAL		6.600000009	0
Whole Shells	5/22/2018	Barbers Seafood	18	0
Whole Shells	TOTAL		18	0

Material HAUL To:

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Black Dirt	5/30/2018	Mill Road	18	0
Black Dirt	5/30/2018	Mill Road	18	0
Black Dirt	TOTAL		36	0
Dirty 89 Lime Rock	5/22/2018	River Road	9	0
Dirty 89 Lime Rock	5/23/2018	Lighthouse Road	4	0
Dirty 89 Lime Rock	5/24/2018	12th Street SE	9	0
Dirty 89 Lime Rock	5/30/2018	River Road	9	0
Dirty 89 Lime Rock	5/30/2018	Gulf View Road	3	0
Dirty 89 Lime Rock	5/31/2018	Smith Street	9	0
Dirty 89 Lime Rock	5/31/2018	Smith Street	9	0
Dirty 89 Lime Rock	6/1/2018	Mill Road	18	0
Dirty 89 Lime Rock	6/1/2018	Mill Road	18	0
Dirty 89 Lime Rock	TOTAL		88	0
Rip Rap	5/30/2018	Gulf View Road	3	0
Rip Rap	TOTAL		3	0
Sand	5/30/2018	Mill Road	18	0
Sand	TOTAL		18	0



FRANKLIN COUNTY DEPARTMENT OF

Solid Waste & Recycling ❖ Animal Control ❖ Parks & Recreation

210 State Road 65

Eastpoint, Florida 32328

Tel.: 850-670-8167

Fax: 850-670-5716

Email: fcswd@fairpoint.net

DIRECTOR'S REPORT

FOR: The Franklin County Board of County Commissioners

DATE June 5, 2018

TIME: 9:00 A.M.

SUBJECT(S):

Right-of-Way Debris Pickup/Recycle Material Hauled May 10th – May 29th
FOR BOARD INFORMATION:

May 10th – May 29th

RIGHT-OF-WAY DEBRIS PICKUP

Apalachicola	Eastpoint	St George Island	Carrabelle	Lanark	Alligator Point
58.39 TONS	43.66 TONS	25.97 TONS	36.76 TONS	40.05 TONS	13.04 TONS

RECYCLE MATERIAL HAULED

	Apalachicola	Eastpoint	St George Island	Carrabelle	Lanark	Alligator Point	St James
Cardboard	10.42 TONS	6.87 TONS	6.25 TONS	3.31 TONS	-0- TONS	-0- TONS	.25 TONS
Plastic,Paper, Glass, Aluminum	9.15 TONS	2.08 TONS	6.13 TONS	4.49 TONS	-0- TONS	-0- TONS	.85 TONS

REQUESTED ACTION: None



28 Airport Road
Apalachicola, Florida 32320
(850) 653-8977, Fax (850) 653-3643
Em3frank@gtcom.net

Report to Board of County Commissioners

Date: June 5, 2018

Action Items:

1. Approval of the Emergency Planning Disaster Recovery and Hazard Mitigation Grant Program Services & Signing of contracts for CDR Maguire, Metric, & Wheeler.
2. Approval of The Emergency Management Program Assistance Grant & Signing of contract for \$105,806.00.

Information Items:

1. Franklin County EOC Staff continue to promote our Re-Entry Tag program and encourage all residents to apply for their Re-Entry Tag.
2. EOC Staff is updating our Special Needs Database to verify current information of our Special Needs Residents.
3. EOC Staff continue to promote the Alert Franklin System and encourage residents to sign up to receive updates and information from Emergency Management.
4. EOC Staff activated for Subtropical Storm Alberto 05/27/18-05/28/18 to Level 1.
5. EOC Staff Attended the Governors Hurricane Conference and Training from 05/13/18-05/18/18.
6. 06/01/18 Hurricane Season Begins.

Pamela Brownell

Pamela Brownell
Director

County Extension Activities May 16, 2018 – June 5, 2018

General Extension Activities:

- Extension faculty and staff assisted citizens with information and guidance on issues related to a bee colony in a residence.
- Extension staff attended an in-service training related to creating videos for use in Extension programming.
- Extension Director attended RCSC/ACF Apalachicola Caucus meeting in Blountstown.
- Extension Director completed Continuation of Operations Plan (COOP) for local Extension office operations during and following a disaster. Part of statewide Extension office disaster preparedness effort.

Sea Grant Extension:

- Participated in weekly conference calls to coordinate Sea turtle lighting project work.
- Planning is underway for hosting the statewide, annual Sea Grant meeting in the Northwest Extension District this year.

4-H Youth Development:

- Extension Director participated in training with the Timpoochee summer camp staff on coastal-related activities that they can use with campers this summer. Also participated in a conference call with the Dean of Extension regarding impacts of legislative recurring funds cut from the 4-H budget last year.
- Registration for 4-H summer camp and 4-H University is currently happening
- Donations for camp scholarships are being accepted to offset our youth's camp registration costs. Contact the Extension office to make donations at 653-9337.

Family Consumer Sciences:

- Family Nutrition Program (FNP) Assistant teaching scheduled classroom programs in local schools.
- FNP Program Assistant completed process to verify that local private school (First Baptist) was eligible to participate in FNP grant programming with the Extension office.

Agriculture and Horticulture:

- Extension faculty and staff assisted citizens with information and guidance on issues related to beehives, soil pH and liming needs

University of Florida's Institute of Food and Agricultural Sciences

Franklin County Educational Team

Erik Lovestrand, County Extension Director/Sea Grant Regional Specialized Agent

Michelle Huber, Office Manager/Program Assistant, Franklin County

Kayle Mears, Family Nutrition Program Assistant

Samantha Kennedy, Wakulla County Family and Consumer Sciences

Rachel Pienta, Ph.D., Wakulla County 4-H Youth Development

Scott Jackson, Sea Grant/Agriculture/Technology, Regional Specialized Agent Bay County

Melanie G. Taylor, Gulf County 4-H/Family and Consumer Sciences

Ray Bodrey, Gulf County CED/Agriculture/Horticulture/Sea Grant

Heather Kent, 4-H Regional Specialized Agent

Les Harrison, Wakulla County CED/Agriculture/Small Farms/Horticulture

John Wells, Northwest Extension District Information Technology Expert

Pete Vergot III, Ph.D., Northwest District Extension Director

The Foundation for The Gator Nation

An Equal Opportunity Institution

This Sublease was prepared by:
Brad Richardson
Bureau of Public Land Administration
Division of State Lands
Department of Environmental Protection, MS 130
3900 Commonwealth Boulevard,
Tallahassee, Florida 32399-3000
AID# 38043

OAS1
[0.85 acres (+/-)]

DEPARTMENT OF ENVIRONMENTAL PROTECTION, FLORIDA COASTAL OFFICE

SUBLEASE AGREEMENT

Sublease Number 3862-002

THIS SUBLEASE AGREEMENT, is made and entered into this ____ day of _____, 20__, between the ,
STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, Office of Coastal and Aquatic Managed
Areas, hereinafter referred to as "SUBLESSOR" and **FRANKLIN COUNTY**, a political subdivision of the State of Florida,
hereinafter referred to "SUBLESSEE."

WITNESSETH

In consideration of the covenants and conditions set forth herein, SUBLESSOR subleases the below described premises
to SUBLESSEE on the following terms and conditions:

1. **ACKNOWLEDGMENTS:** The parties acknowledge that title to the subleased premises is held by the Board of
Trustees of the Internal Improvement Trust Fund of the State of Florida ("TRUSTEES") and is currently managed by
SUBLESSOR under TRUSTEES' Lease Number 3862.
2. **DESCRIPTION OF PREMISES:** The property subject to this sublease agreement, is situated in the County of
Franklin, State of Florida and is more particularly described in Exhibit "A" attached hereto and hereinafter referred to as the
"subleased premises".
3. **SUBLEASE TERM:** The term of this sublease shall be for a period of 20 (twenty) years commencing on
_____ and ending on _____, unless sooner terminated pursuant to the provisions of
this sublease.

4. **PURPOSE:** SUBLESSEE shall manage the subleased premises only for the conservation and protection of natural and historical resources and for resource based public outdoor recreation which is compatible with the conservation and protection of these public lands, as set forth in subsection 259.032, Florida Statutes, along with other related uses necessary for the accomplishment of this purpose as designated in the Management Plan required by paragraph 7 of this sublease. Specifically, the subleased premises shall provide education, outreach, and research activities, associated with agriculture, horticulture, natural resources, 4-H youth programs, and Family and Consumer Sciences programs.
5. **CONFORMITY:** This sublease shall conform to all terms and conditions of TRUSTEES' LEASE NO. 3862 between the TRUSTEES and SUBLESSOR dated April 3, 1990, as amended from time to time, a copy of which is attached hereto as Exhibit "B", and SUBLESSEE shall through its agents and employees prevent the unauthorized use of the subleased premises or any use thereof not in conformance with this sublease.
6. **QUIET ENJOYMENT AND RIGHT OF USE:** SUBLESSEE shall have the right of ingress and egress to, from and upon the subleased premises for all purposes necessary to full quiet enjoyment by said SUBLESSEE of the rights conveyed herein.
7. **LAND USE PLAN:** SUBLESSEE shall prepare and submit a Land Use Plan for the leased premises, in accordance with Section 253.034, Florida Statutes. The Land Use Plan shall be submitted to SUBLESSOR for approval through the Division of State Lands, State of Florida Department of Environmental Protection. The leased premises shall not be developed or physically altered in any way other than what is necessary for security and maintenance of the leased premises without the prior written approval of SUBLESSOR until the Land Use Plan is approved. SUBLESSEE shall provide SUBLESSOR with an opportunity to participate in all phases of preparing and developing the Land Use Plan for the leased premises. The Land Use Plan shall be submitted to SUBLESSOR in draft form for review and comments within ten months of the effective date of this lease. SUBLESSEE shall give SUBLESSOR reasonable notice of the application for and receipt of any state, federal or local permits as well as any public hearings or meetings relating to the development or use of the leased premises. SUBLESSEE shall not proceed with development of said leased premises including, but not limited to, funding, permit application, design or building contracts, until the Land Use Plan required herein has been submitted and approved. Any financial commitments made by SUBLESSEE which are not in compliance with the terms of this lease shall be done at SUBLESSEE's own risk. The Land Use Plan shall emphasize the original management concept as approved by SUBLESSOR on the effective date of this lease which established the primary public purpose for which the leased premises are to be managed. The approved Land Use Plan shall provide the basic guidance for all management activities and shall be reviewed jointly by SUBLESSEE and SUBLESSOR.

SUBLESSEE shall not use or alter the leased premises except as provided for in the approved Land Use Plan without the prior written approval of SUBLESSOR. The Land Use Plan prepared under this lease shall identify management strategies for exotic species, if present. The introduction of exotic species is prohibited, except when specifically authorized by the approved Land Use Plan. In accordance with Section 253.034, Florida Statutes, the SUBLESSEE shall submit a Land Use Plan update at the end of the fifth year from the execution date of this lease to establish all short-term goals developed under the Land Use Plan have been met in accordance with Section 253.034 (5) (i), Florida Statutes. The SUBLESSEE shall submit an updated Land Use Plan at least every ten (10) years from the execution date of the lease.

8. **ASSIGNMENT:** This sublease shall not be assigned in whole or in part without the prior written consent of the TRUSTEES and SUBLESSOR. Any assignment made either in whole or in part without the prior written consent of the TRUSTEES and SUBLESSOR shall be void and without legal effect.

9. **RIGHT OF INSPECTION:** TRUSTEES and SUBLESSOR or their duly authorized agents, representatives or employees shall have the right at any and all times to inspect the subleased premises and the works and operations thereon of SUBLESSEE in any matter pertaining to this sublease.

10. **PLACEMENT AND REMOVAL OF IMPROVEMENTS:** All buildings, structures, and improvements shall be constructed at the expense of SUBLESSEE in accordance with plans prepared by professional designers and shall require the prior written approval of SUBLESSOR as to purpose, location, and design. Further, no trees other than non-native species shall be removed or major land alterations done by SUBLESSEE without the prior written approval of SUBLESSOR. Removable equipment and removable improvements placed on the subleased premises by SUBLESSEE which do not become a permanent part of the subleased premises will remain the property of SUBLESSEE and may be removed by SUBLESSEE upon termination of this sublease.

11. **INSURANCE REQUIREMENTS:** During the term of this sublease SUBLESSEE shall procure and maintain policies of fire, extended risk, and liability insurance coverage. The extended risk and fire insurance coverage shall be in an amount equal to the full insurable replacement value of any improvements or fixtures located on the subleased premises. The liability insurance coverage shall be in amounts not less than \$200,000 per person and \$300,000 per incident or occurrence for personal injury, death, and property damage on the subleased premises. During the term of this sublease, if Section 768.28, Florida Statutes, or its successor statute is subsequently amended to increase the amount of the liability coverages specified herein, SUBLESSEE shall immediately obtain liability coverage for the increased amounts. Such policies of insurance shall name SUBLESSOR and the State of Florida as additional insureds. SUBLESSEE shall submit written evidence of having procured

all insurance policies required herein prior to the effective date of this sublease and shall submit annually thereafter, written evidence of maintaining such insurance policies to the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. SUBLESSEE shall purchase all policies of insurance from a financially-responsible insurer duly authorized to do business in the State of Florida. In lieu of purchasing insurance, SUBLESSEE may elect to self-insure these coverages. Any certificate of self-insurance shall be issued or approved by the Chief Financial Officer, State of Florida. The certificate of self-insurance shall provide for casualty and liability coverage. SUBLESSEE shall immediately notify SUBLESSOR and the insurer of any erection or removal of any building or other improvement on the subleased premises and any changes affecting the value of any improvements and shall request the insurer to make adequate changes in the coverage to reflect the changes in value. SUBLESSEE shall be financially responsible for any loss due to failure to obtain adequate insurance coverage and the failure to maintain such policies or certificate in the amounts set forth shall constitute a breach of this sublease.

12. **LIABILITY:** SUBLESSEE shall assist in the investigation of injury or damage claims either for or against SUBLESSOR, TRUSTEES, or the State of Florida pertaining to SUBLESSEE'S respective areas of responsibility under this easement or arising out of SUBLESSEE'S respective management programs or activities and shall contact SUBLESSOR, and TRUSTEES regarding the legal action deemed appropriate to remedy such damage or claims. SUBLESSEE is responsible for, and, to the extent allowed by law, shall indemnify, protect, defend, save and hold harmless SUBLESSOR, TRUSTEES, and the State of Florida, its officers, agents and employees from any and all damages, claims, costs, expense, including attorney's fees, demands, lawsuits, causes of action or liability of any kind or nature arising out of all personal injury and property damage attributable to the negligent acts or omissions of SUBLESSEE, and its officers, employees, and agents. Nothing herein shall be construed as a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims. In the event SUBLESSEE subcontracts any part or all of the work performed in the subleased premises, the SUBLESSEE shall require each and every subcontractor to identify the SUBLESSOR and TRUSTEES as an additional insured on all insurance policies required by the SUBLESSEE. Any contract awarded by SUBLESSEE for work in the subleased premises shall include a provision whereby the SUBLESSEE'S subcontractor agrees to indemnify, pay on behalf, and hold the SUBLESSOR and TRUSTEES harmless for all injuries and damages arising in connection with the SUBLESSEE'S subcontract.

13. **PAYMENT OF TAXES AND ASSESSMENTS:** SUBLESSEE shall assume full responsibility for and shall pay all liabilities that accrue to the subleased premises or to the improvements thereon, including any and all drainage and special

assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against the subleased premises.

14. **SIGNS:** SUBLESSEE shall ensure that the subleased premises are identified as being publicly owned and operated as a public outdoor recreation facility in all signs, literature, and advertising and shall erect signs identifying the facility as being open to the public. If federal grants or funds are used by SUBLESSEE for any project on the subleased premises, SUBLESSEE shall erect signs identifying the subleased premises as a federally assisted project.

15. **NO WAIVER OF BREACH:** The failure of SUBLESSOR to insist in any one or more instances upon strict performance of any one or more of the covenants, terms and conditions of this sublease shall not be construed as a waiver of such covenants, terms and conditions, but the same shall continue in full force and effect, and no waiver of SUBLESSOR of any of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by SUBLESSOR.

16. **NO WAIVER OF BREACH:** The failure of SUBLESSOR to insist in any one or more instances upon strict performance of any one or more of the covenants, terms, and conditions of this sublease shall not be construed as a waiver of such covenants, terms and conditions, but the same shall continue in full force and effect, and no waiver of SUBLESSOR of any of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by SUBLESSOR.

17. **TIME:** Time is expressly declared to be of the essence of this sublease.

18. **NON-DISCRIMINATION:** SUBLESSEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the subleased premises or upon lands adjacent to and used as an adjunct of the subleased premises.

19. **MINERAL RIGHTS:** This sublease does not cover petroleum or petroleum products or minerals and does not give the right to SUBLESSEE to drill for or develop the same. However, SUBLESSEE shall be fully compensated for any and all damages that might result to the subleasehold interest of SUBLESSEE by reason of such exploration and recovery operations.

20. **RIGHT OF AUDIT:** SUBLESSEE shall make available to the TRUSTEES and SUBLESSOR all financial and other records relating to this sublease, and SUBLESSOR and or the TRUSTEES shall have the right to audit such records at any reasonable time. This right shall be continuous until this sublease expires or is terminated. This sublease may be terminated by SUBLESSOR should SUBLESSEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this sublease, pursuant to the provisions of Chapter 119, Florida Statutes.

21. **MINERAL RIGHTS:** This sublease does not cover petroleum or petroleum products or minerals and does not give the right to SUBLESSEE to drill for or develop the same.

22. **CONDITION OF PROPERTY:** SUBLESSOR assumes no liability or obligation to SUBLESSEE with reference to the condition of the subleased premises or the suitability of the subleased premises for any improvements. The subleased premises herein are subleased by SUBLESSOR to SUBLESSEE in an "as is" condition, with SUBLESSOR assuming no responsibility for planning, bidding, contracting, permitting, restoration, construction, and the use, care, repair, maintenance or improvement of the subleased premises for the benefit of SUBLESSEE.

23. **NOTICES:** All notices given under this sublease shall be in writing and shall be served by certified mail including, but not limited to, notice of any violation served pursuant to Section 253.04, Florida Statutes, to the last address of the party to whom notice is to be given, as designated by such party in writing. SUBLESSOR and SUBLESSEE hereby designate their address as follows:

SUBLESSOR: State of Florida Department of Environmental Protection
Office of Coastal and Aquatic Managed Areas
3900 Commonwealth Blvd.
MS 235
Tallahassee, FL, 32399

SUBLESSEE: Franklin County
33 Market Street
Apalachicola, FL, 32320

With a mandatory copy to:
Board of Trustees of the Internal Improvement Trust Fund
c/o State of Florida Department of Environmental Protection
Division of State Lands
Bureau of Public Land Administration
3800 Commonwealth Boulevard, M.S. 130
Tallahassee, Florida 32399-3000

24. **BREACH OF COVENANTS, TERMS, OR CONDITIONS:** Should SUBLESSEE breach any of the covenants, terms, or conditions of this sublease, SUBLESSOR shall give written notice to SUBLESSEE to remedy such breach within sixty days of such notice. In the event SUBLESSEE fails to remedy the breach to the satisfaction of SUBLESSOR within sixty days of receipt of written notice, SUBLESSOR may either terminate this sublease and recover from SUBLESSEE all damages SUBLESSOR may incur by reason of the breach including, but not limited to, the cost of recovering the subleased premises or maintain this sublease in full force and effect and exercise all rights and remedies herein conferred upon SUBLESSOR.

25. **DAMAGE TO THE PREMISES:** (a) SUBLESSEE shall not do, or suffer to be done, in, on or upon the subleased premises or as affecting said subleased premises or adjacent properties, any act which may result in damage or depreciation of

value to the subleased premises or adjacent properties, or any part thereof. (b) SUBLESSEE shall not generate, store, produce, place, treat, release, or discharge any contaminants, pollutants or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the subleased premises or any adjacent lands or waters in any manner not permitted by law. For the purposes of this sublease, "hazardous substances" shall mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant. "Pollutants" and "pollution" shall mean those products or substances defined in Chapters 376 and 403, Florida Statutes, and the rules promulgated thereunder, all as amended or updated from time to time. In the event of SUBLESSEE'S failure to comply with this paragraph, SUBLESSEE shall, at its sole cost and expense, promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, decontamination, remediation, restoration and monitoring of (1) the subleased premises, and (2) all off-site ground and surface waters and lands affected by SUBLESSEE'S such failure to comply, as may be necessary to bring the subleased premises and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage. SUBLESSEE'S obligations set forth in this paragraph shall survive the termination or expiration of this sublease. This paragraph shall not be construed as a limitation upon obligations or responsibilities of SUBLESSEE as set forth herein. Nothing herein shall relieve SUBLESSEE of any responsibility or liability prescribed by law for fines, penalties, and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by SUBLESSEE'S activities or facilities. Upon discovery of a release of a hazardous substance or pollutant, or any other violation of local, state or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage, production, placement, treatment, release or discharge of any contaminant, SUBLESSEE shall report such violation to all applicable governmental agencies having jurisdiction, and to SUBLESSOR, all within the reporting periods of the applicable agencies.

26. **ENVIRONMENTAL AUDIT:** At SUBLESSOR'S discretion, SUBLESSEE shall provide SUBLESSOR with a current Phase I environmental site assessment conducted in accordance with the State of Florida Department of Environmental Protection, Division of State Lands' standards prior to termination of this sublease, and if necessary a Phase II environmental site assessment.

27. **SURRENDER OF PREMISES:** Upon termination or expiration of this sublease, SUBLESSEE shall surrender the subleased premises to SUBLESSOR. In the event no further use of the subleased premises or any part thereof is needed, SUBLESSEE shall give written notification to SUBLESSOR and the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, at least six months prior to the release of any or all of the subleased premises. Notification shall include a legal description, this sublease number and an explanation of the release. The release shall only be valid if approved by SUBLESSOR, TRUSTEES through execution of a release of sublease instrument with the same formality as this sublease. Upon release of all or any part of the subleased premises or upon termination or expiration of this sublease, all improvements, including both physical structures and modifications to the subleased premises, shall become the property of TRUSTEES and SUBLESSOR, unless SUBLESSOR gives written notice to SUBLESSEE to remove any or all such improvements at the expense of SUBLESSEE. The decision to retain any improvements upon termination of this sublease shall be at SUBLESSOR'S sole discretion. Prior to surrender of all or any part of the subleased premises, SUBLESSOR shall perform an on-site inspection and the keys to any building on the subleased premises shall be turned over to SUBLESSOR. If the subleased premises and improvements located thereon do not meet all conditions as set forth in paragraphs 18 and 36 herein, SUBLESSEE shall pay all costs necessary to meet the prescribed conditions.

28. **BEST MANAGEMENT PRACTICES:** SUBLESSEE shall implement applicable Best Management Practices for all activities conducted under this sublease in compliance with paragraph 18-2.018(2)(h), Florida Administrative Code, which have been selected, developed, or approved by SUBLESSOR, SUBLESSEE, or other land managing agencies for the protection and enhancement of the subleased premises.

29. **PUBLIC LANDS ARTHROPOD CONTROL PLAN:** SUBLESSEE shall identify and subsequently designate to the respective arthropod control district or districts within one year of the effective date of this sublease, all of the environmentally sensitive and biologically highly productive lands contained within the subleased premises, in accordance with Section 388.4111, Florida Statutes and Chapter 5E-13, Florida Administrative Code, for the purpose of obtaining a public lands arthropod control plan for such lands.

30. **SOVEREIGNTY SUBMERGED LANDS:** This sublease does not authorize the use of any lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space thereabove.

31. **PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES:** Fee title to the subleased premises is held by TRUSTEES. SUBLESSEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property contained in the subleased premises including, but not limited to, mortgages or construction liens against the subleased premises or against any interest of TRUSTEES and SUBLESSOR therein.
32. **CONDITIONS AND COVENANTS:** All of the provisions of this sublease shall be deemed covenants running with the land included in the subleased premises, and construed to be "conditions" as well as "covenants" as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.
33. **PARTIAL INVALIDITY:** If any term, covenant, condition or provision of this sublease shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
34. **ENTIRE UNDERSTANDING:** This sublease sets forth the entire understanding between the parties and shall only be amended with the prior written approval of TRUSTEES and SUBLESSOR.
35. **EASEMENTS:** All easements of any nature including, but not limited to, utility easements are required to be granted by TRUSTEES. SUBLESSEE is not authorized to grant any easements of any nature and any easement granted by SUBLESSEE shall be void and without legal effect.
36. **SUBSUBLEASES:** This sublease is for the purposes specified herein and subsubleases of any nature are prohibited, without the prior written approval of TRUSTEES and SUBLESSOR. Any subsublease not approved in writing by TRUSTEES and SUBLESSOR shall be void and without legal effect.
37. **MAINTENANCE OF IMPROVEMENTS:** SUBLESSEE shall maintain the real property contained within the subleased premises and any improvements located thereon, in a state of good condition, working order and repair including, but not limited to, removing all trash or litter, maintaining all planned improvements as set forth in the approved Management Plan, and meeting all building and safety codes. SUBLESSEE shall maintain any and all existing roads, canals, ditches, culverts, risers and the like in as good condition as the same may be on the effective date of this sublease.
38. **COMPLIANCE WITH LAWS:** SUBLESSEE agrees that this sublease is contingent upon and subject to SUBLESSEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.
39. **ARCHAEOLOGICAL AND HISTORIC SITES:** Execution of this sublease in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic

sites on state-owned lands is prohibited unless prior authorization has been obtained from the State of Florida Department of State, Division of Historical Resources. The Management Plan prepared pursuant to Chapter 18-2, Florida Administrative Code, shall be reviewed by the Division of Historical Resources to ensure that adequate measures have been planned to locate, identify, protect and preserve the archaeological and historic sites and properties on the subleased premises.

40. **GOVERNING LAW**: This sublease shall be governed by and interpreted according to the laws of the State of Florida.

41. **SECTION CAPTIONS**: Articles, subsections and other captions contained in this sublease are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent, or intent of this sublease or any provisions thereof.

[Remainder of page intentionally left blank;

Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Sublease agreement to be executed on the day and year first above written.

WITNESSES:

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL
PROTECTION, OFFICE OF COASTAL AND AQUATIC
MANAGED AREAS**

Witness

By: _____ (SEAL)
Kevin Claridge, Director

Print/Type Witness Name

Witness

Print/Type Witness Name

"SUBLESSOR"

**STATE OF FLORIDA
COUNTY OF _____**

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by Kevin Claridge, as Director, of the Office of Coastal and Aquatic Managed Areas, State of Florida Department of Environmental Protection. He is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

Print/Type Notary Name

Commission Number: _____

Commission Expires: _____

WITNESSES:

Franklin County, a political subdivision of the State of Florida
By its Board of County Commissioners

Original Signature

Typed/Printed Name of Witness

Original Signature

Typed/Printed Name of Witness

BY: _____ (SEAL)

Original Signature of Executing Authority

Joseph Parrish

Typed/Printed Name of Executing Authority

Chair

Title of Executing Authority

“SUBLESSEE”

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Joseph Parrish, as Chair of the Board of County Commissioners, for and on behalf of Franklin County, a political subdivision of the State of Florida. He is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

Printed, Typed or Stamped Name

Commission/Serial No. _____

My Commission Expires: _____

Consented to by TRUSTEES on _____ day of _____, 20__.

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE OF FLORIDA

APPROVED SUBJECT TO PROPER EXECUTION

By:  5-9-2018
DEP Attorney

By: _____
Cheryl C. McCall, Chief, Bureau of Public Land Administration,
Division of State Lands, State of Florida Department of
Environmental Protection, as agent for and on behalf of the
Board of Trustees of the Internal Improvement Trust Fund of the
State of Florida



Talking Points

Amendment 2 protects Florida by preserving an annual cap on non-homestead property tax increases. It limits the tax burden on residents and families, protects renters from rent increases brought on by higher taxes, and ensures Florida remains an affordable place to live, work, and do business. Most importantly, Amendment 2 is not a tax cut, so it will not impact funding for local services such as schools or emergency services. This cap was approved overwhelmingly by Florida voters 10 years ago and its renewal is on the ballot again with strong bipartisan support. ***But it will expire unless we vote “YES” on Amendment 2.***

- Good for everyone: renters, consumers, seniors, veterans, fixed incomes, and our communities
- Amendment 2 balances Florida’s need to protect our communities, citizens, and historic quality of life, while maintaining and promoting economic opportunity.
- Homeowners who have a homestead exemption will not see their assessments affected by this amendment
- Protects renters from even bigger rent increases because their landlord’s property assessments are currently capped and that keeps their property taxes down. (This applies to those renting homes and businesses!)
- Officially endorsed by Florida Realtors®
- Explain what the amendment does in simple terms
 - Just keeps in place a cap that’s already in effect
 - Not a tax cut so localities won’t lose funding from it
 - Protects certain non-homestead property owners from dramatic tax increases

Roumelis Planning and Development Services, Inc.

5378 Carisbrooke Lane
Tallahassee, FL 32309
Phone (850) 893-0694
Fax (850) 893-3503

9490 SR 78 West
Okeechobee, FL 34974
Phone (863) 467-6600
Fax (863) 467-6630

debroumelis@earthlink.net

REPORT TO THE FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS POTENTIAL CDBG APPLICATION

CITIZEN ADVISORY TASK FORCE MEETING

The Franklin County CDBG Grant Citizen Advisory Task Force (CATF) for the Federal Fiscal Year 2017 CDBG application include the following members. Three of the five members are in the HUD established low/moderate income category.

Lori Switzer
207 Hathcock Road, Apalachicola, FL 32320

Jeanette Spann
500 Lindsey Lane, Eastpoint, FL 32328

Pamela Vathis
109 Long Road, Apalachicola, FL 32320

Danny Rose
71 SR 65, Eastpoint, FL 32328

Chandler Hatfield
318 Tallahassee Street, Eastpoint, FL 32328

The CATF met at the Planning and Building Department office at 3:00 on May 22, 2018. All members except Chandler Hatfield attended the meeting. Mark Curenton, County Planner, and I also attended the meeting.

I explained the CDBG program application process, including the various application categories and eligible uses of funds.

Mr. Rose and Ms. Vathis expressed appreciation for the housing rehabilitation assistance they received through the County's recently completed Housing CDBG grant. Lori Switzer commented that the CDBG housing program is more stringent than the SHIP program, and that she is glad to see the County help homeowners in mobile homes. All of the attending members stated that they see a great need for additional housing rehabilitation and replacement, to include mobile homes.

The members voted unanimously to recommend that the Board apply for a Housing CDBG grant, with a priority of assisting mobile home owners, and providing \$50,000 in SHIP funds as "leverage" for the CDBG grant.

Respectfully submitted,
Deborah Belcher

Roumelis Planning and Development Services

President, RPDS

Roumelis Planning and Development Services, Inc.

5378 Carisbrooke Lane
Tallahassee, FL 32309
Phone (850) 893-0694
Fax (850) 893-3503

9490 SR 78 West
Okeechobee, FL 34974
Phone (863) 467-6600
Fax (863) 467-6630

debroumelis@earthlink.net

REPORT ON HOUSING CDBG GRANT And POTENTIAL CDBG APPLICATION

Activities April 12 – May 31, 2018

1. I am now informing callers that no funds are available for new applications, but I will continue to update the inquiry list for a future grant.
2. Installed a new refrigerator to complete the rehab on Donnie Nichols' home, 571 Wilderness Road, Eastpoint.
3. Completed the mobile home rehabilitation for the Jacksons, 122 Squire Road, Apalachicola. This was the final, tenth, home rehabilitated or replaced through the grant.
4. Submitted reimbursement requests #14 and #15 (final), to DEO.
5. Prepared the grant closeout report, which Commissioner Parrish signed May 22, 2018. All documents have been submitted to DEO for the grant closeout process. I expect DEO to issue the administrative closeout approval in June. This will enable the County to be eligible to apply for another CDBG grant in the upcoming application cycle.
6. Recruited County residents to serve on the Franklin County CDBG Citizen Advisory Task Force. Scheduled the meeting and reminded members to attend. Coordinated with Michael Morón and Mark Curenton.
7. Prepared the notice of first public hearing and citizen advisory task force meeting, submitted the notice to the newspaper for publication.
8. Attended the CDBG citizen advisory task force meeting May 22, 2018.

Respectfully submitted,
Deborah Belcher
President, RPDS

RESTORE Coordinator Report
June 5, 2018

- 1- Inform the Board that Mark Curenton did submit the Armory application to the TRIUMPH Board last week.. A copy of the application is attached.
- 2- Board action to approve my travel to the TRIUMPH Board meeting in Pensacola on June 12.
- 3- Board action to approve my travel to the special APTA meeting this Saturday, June 9, on Alligator Point. APTA is holding a mediated workshop with the residents to discuss funding options for the Alligator Point Road, and APTA has asked me to attend and make a presentation about the history of the road and where we are with FEMA.
- 4- Inform the Board that I have submitted a request to Senator Nelson's office for verification of the status of PW 228, which is the \$3.2M FEMA funding necessary to repair the Alligator Point Road. I have received information that PW 228 is in a FEMA review known as the Large Project Notification (LPN) queue. The project was supposedly put into the LPN on May 14, and there is a 30 day review period. I have asked Senator Nelson's office to verify that PW 228 is in that review, and more importantly, to verify that there are not any more reviews for this PW once it gets out of LPN. According to the information I received, the LPN is a mandatory review for all projects over \$1M, but I want to make sure there are not any other reviews to be done. The county is still working on the design phase of the repairs. At this time the best I can estimate is that road repairs on Alligator Point might get started in the spring of 2019.
- 5- Inform the Board the county received a time extension PW 461 for Gulf Shore Blvd repairs until Sept. 30, 2019. This will provide adequate time to re-bid the project. A copy of the time extension is attached.
- 6- Board action to authorize/direct the new consultant for the EOC to handle all the existing FEMA projects that I have currently been handling. This would include PW 228, and PW 461, which is the Gulf Shore Blvd project. It is my understanding that these consultants are experts in FEMA procedures, and that they and Pam believe there are FEMA funds available to reimburse them for their work. I have done the best I could to work these projects through a very complicated system, and if these consultants are experts than I would prefer they take over.



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

RICK SCOTT
Governor

WES MAUL
Director

Mr. Alan Pierce, Director of Administrative Services
Franklin County
28 Airport Road
Apalachicola, Florida 32320

FEMA-4280-DR -FL
FIPS No. 000-U03AE-00

Re: State Time Extension Determination on PW 461

Dear Mr. Pierce:

After careful review and consideration of the Time Extension request submitted for the above referenced large project, the State of Florida Division of Emergency Management has determined your request meets the criteria for approval of State granted time extensions. As such, the time extension requests has been approved until September 30, 2019.

If you have any questions or require additional clarification regarding this determination, please feel free to contact your assigned Grant Manager, Heather Johnson, by telephone at (850) 815-4458 or via email at heather.johnson@em.myflorida.com.

Sincerely,

Carter Mack
Division of Emergency Management

DATE: 5/23/18

CM/hj

Enclosure: Subgrantee's Request

Project #461: Time Extension #1

Routing in Progress: Prepare Correspondence (Step 4 of 8)

**Time Extension Details**

This form notifies the State that the physical work on a project will not be completed by the work completion deadline. Typically this request for an extension should be made at least 30 days prior to an upcoming deadline.

**Approved
Extension Date:** < no value >

**Requested
Completion
Date:** September 30, 2019

Justification: This PW has been the subject of an Environmental Assessment (EA). The EA has just been completed, and now the permitting and design can begin. The project will require state and federal permits

[Show More](#)

**Current %
Complete:** 10%
Latest Quarterly Report Results: 0%

Grant**4280 Hurricane Hermine**

Public Assistance

Declared: September 28, 2016

Emergency Deadline: March 28, 2017

Permanent Deadline: March 28, 2018

Applicant**Franklin County**

Franklin County (2 Region)

FIPS #: 037-99037-00

FEIN #: 59-6000612

Vendor #:

DUNS #: 040874216

Type: County

Physical/Mailing: 28 Airport Road
Apalachicola, FL, 32320**Workflow Summary**

Current Step: 4) Prepare Correspondence
Description: Grant Manager prepares state determination letter for SPAO signature OR time extension request to FEMA for GAR signature. Letter is uploaded into FloridaPA.org.

Extended Description: If request is being sent to FEMA, email of request is to be sent to FEMA Action Item Inbox address: FEMA-R4-PA-Action-Items@fema.dhs.gov (Link: <mailto:FEMA-R4-PA-Action-Items@fema.dhs.gov>)

Recipients: Grant Manager (State)

Last Advanced: Mar 30, 2018 at 4:32 PM by Carter Mack

**Last Note
Added:** Mar 30, 2018 at 4:32 PM by Carter Mack

Submission: Feb 12, 2018 at 11:40 AM by Alan Pierce

Project**F #461**

ENGINEERING COST ESTIMATE

C Roads and Bridges

Work Deadline: March 28, 2018

Eligible: \$344,583.00 (L)

Federal: \$258,437.25 (75%)

Un-Expended Eligible: \$344,583.00

State Use Only

Approved Completion Date:

State Authorized up to Sep 28, 2017 (Emergency) and Sep 28, 2020 (Permanent).

Requested Completion Date:

Sep 30, 2019

Work Performed By:

C) Contract and Force Account Labor and Equipment

Justification:

This PW has been the subject of an Environmental Assessment (EA). The EA has just been completed, and now the permitting and design can begin. The project will require state and federal permits because the project will involve pushing back the Gulf of Mexico along an 1100 feet of roadway, installing vertical sheetpile, and then rebuilding the road. Permit review by the state and federal agencies could take 18 months, thus the request for a time extension until Sept. 30, 2019.

Provide a detailed timeline of delays in conjunction with documented justification describing the extenuating circumstances or unusual project requirements that are beyond the control of the applicant. This must be provided for approval consideration. Add attachments as necessary for a complete request description.

Current Percent Complete:

10 %

Latest Quarterly Report Results: 0%

Milestones

Detailed timeline for completing the remainder of the work on this project.

Projected Date	Actual Date	Description
Sep 30, 2019		Design finalized and approved
Nov 29, 2019		Bid package or work order issued
Dec 30, 2019		Contract accepted / notice to proceed
Jan 15, 2020		Scope of work started
Jul 15, 2020		Scope of work finished
Jul 31, 2020		Certificate of completion / project approval

County Coordinator's Report
BOCC Regular Meeting
June 5, 2018

1. Weems Update

- a. The Weems Board of Directors regular meeting was on Thursday May 31st. A copy of the agenda, financial report and agenda packet documentation is included in your packet. As part of the packet there was a "white paper" from Stroudwater Associates entitled 'The High Cost of Governance Dysfunction in Community Hospitals' which is a very interesting read. At the meeting the Board passed a motion to reaffirm their interest in having the County authorize Attorney Shuler to meet with Mr. Cannington, so they can discuss the pros and cons of establishing a 501(c)(3) to manage the hospital. Among the other motions and discussions, there was Board action to expedite the application process for the Rural Health Clinic designation for the Weems East Clinic.
- b. At the April 26th Weems Board of Directors meeting, it was stated that the HVAC unit for the Medical Records department was not working, because of its age was not worth repairing, and was the source of a leak above the area where the medical records are kept. The Weems Board approved the purchase of a replacement unit, but I failed to add this item to my May report. The situation got worse and since there were three weeks instead of two between BOCC meetings, and a six-week window between ordering and delivery, I authorized Weems staff to proceed with ordering the \$14,723 replacement unit. **Board action** declare an emergency, waive the bid process, and ratify my action by approving the purchase of the \$14,723 replacement HVAC unit for the Medical Records Department.
- c. Recently I received a call from Mr. Roger Hall, President of Sacred Heart Hospital on the Gulf, regarding their proposal to manage Weems. Mr. Hall stated that Sacred Heart agreed with the Board that an emergency department is necessary in Franklin County, therefore they will be submitting a new proposal to the County which will include an emergency department. We should receive this new proposal in 45 to 60 days.

2. At your last meeting the Board authorized a 30-day extension on the grant contract for Phase II of the Fort Coombs Armory Renovation project from the Division of Historic Resources. This extension was necessary to allow the manufacturer adequate time to build and install the door at the Armory. Mr. Curenton received the Contract Amendment Request that includes a \$6,799 adjustment to the contract amount, which the Board agreed to pay from the Repair and Maintenance budget line item at the February 6th meeting, and a new extension date of July 30, 2018. **Board action** to authorize the Chairman's signature on this Contract Amendment Request.

3. Due to advertising and other issues the County is requesting a time extension on the Bayshore Drive side walk project. The current agreement is scheduled to expire on June 30, 2018 but the County is asking for an October 11, 2018 expiration date. The contractor is proceeding rapidly so if there are no unanticipated delays the project should be completed by that date. **Board action** to authorize the Chairman's signature on the Request for Time Extension letter.
4. The Mill Road paving project is nearly complete, but the recent rains can possibly delay the striping of the road. The expiration date on the grant is June 30. Mr. Mark Curenton recommends asking the Department of Transportation for a 30-day time extension on the grant to allow for the completion of the project and all the necessary paperwork. **Board action** to authorize the Chairman's signature on the Request for Time Extension letter.
5. Attached to your packet is an update from Mr. Jim Oskowis of FDEP on the County's NRDA projects. As stated in the email, there is a slight delay at Indian Creek Boat Ramp due to the recent rainfall, but that project should be completed by the end of this month. Construction is on schedule at the Eastpoint Fishing Pier Restroom project which should be completed on August 1, however the contractor has requested a change order for some additional painting that would extend the project one week. There have been quite a few unanticipated issues at Lombardi's (Waterfront) Park, such as septic, structural, and the removal of a buried gas/diesel storage tank, that has caused significant delays to complete this project. The project's most recent completion date is the end of August; however, another structural issue might push the project completion date towards the end of September. Once the demolition phase is completed, which should be within the next week or two, residents will be allowed access to the boat ramp and the small fishing/observation piers. Let me know if you have any questions or comments regarding any of these projects as Mr. Oskowis will be in the County inspecting all of the projects tomorrow.



GOVERNING BOARD OF DIRECTORS
MEETING AGENDA
MAY 31, 2018

9:00am	Call to Order / Approval of Minutes	M. Moron
9:05am	County Report <i>Audit</i>	M. Moron
9:25am	CEO Report <i>CHC Action List</i>	H. D. Cannington
	<i>For Approval:</i> <u><i>Internal Risk Manager Designation</i></u> <u><i>OmniceII Service Agreement</i></u> <u><i>Social Media Policy & Procedure</i></u> <u><i>Risk Management- 1st Quarter 2018</i></u> <u><i>Infection Control- 1st Quarter 2018</i></u>	
9:45am	CFO Report	J. Fulkerson
10:20am	Old Business/ New Business <i>Officer Elections</i>	M. Moron
10:25am	Public Comment	
10:30am	Adjourn	M. Moron

**Our mission is to improve the health status of the residents and visitors to Franklin County,
By providing quality, compassionate, cost effective and convenient health care
Through community leadership and in collaboration with other healthcare organizations
Which serve our communities.**



Table of Contents

Weems Memorial Hospital Financial Statements April 30, 2018

- 1) Year to Date Income Statement**
- 2) Year to Date Balance Sheet**
- 3) Income Statements by Unit**
- 4) Collections Trend Graph**
- 5) Statistical Data**

WEEMS MEMORIAL HOSPITAL Summary Income Statement FY 2018	Previous Mo		Previous Yr	Previous Yr		
	Apr-18	Mar-18	Apr-17	Apr-18	Apr-17	FY
	Actual	Actual	Actual	YTD	YTD	Change
Operating Revenues						
InPatient	58,091	65,292	103,640	561,293	764,648	(203,355)
OutPatient	174,882	179,136	134,622	1,124,806	1,151,454	(26,648)
Clinics	69,544	66,654	58,480	449,641	439,660	9,981
EMS	100,242	101,384	109,441	806,837	784,834	22,003
Emergency Room	480,548	557,856	632,130	3,635,116	3,933,809	(298,693)
Total Patient revenue	883,306	970,322	1,038,313	6,577,693	7,074,403	(496,711)
Deductions from Revenue						
Contractual Allowances & Bad Debts	545,384	443,110	545,566	3,618,954	3,503,321	115,632
Charity / Indigent	48,388	71,484	21,681	352,747	285,151	67,596
Payer Settlements & Rate Adj	-	13,734	-	(224,032)	168,771	
LIP & DSH	(189,922)	(189,922)	(109,715)	(753,288)	(797,154)	43,866
Total Deductions from Revenue	403,850	338,407	457,531	2,994,380	3,448,127	(453,747)
% Deductions (excl LIP/DSH) & Adj	67.2%	53.0%	54.6%	60.4%	57.6%	
Net Patient Revenue	479,456	631,915	580,782	3,583,313	3,626,276	(42,964)
Operating Expenses						
Salaries / Wages	290,938	319,560	302,137	2,219,994	2,247,420	(27,426)
Employee Benefits	79,699	73,601	78,315	511,557	525,148	(13,591)
Professional Fees	64,109	72,269	82,846	472,933	483,621	(10,687)
Purchased Services	54,610	62,843	51,222	437,639	334,950	102,689
Supplies	35,796	41,300	43,507	282,683	328,027	(45,344)
Lease & Rent	6,749	8,120	5,694	48,130	49,853	(1,722)
Repairs & Maintenance	18,860	17,645	22,783	145,435	151,841	(6,406)
Utilities	16,991	18,178	17,861	131,424	142,318	(10,893)
Insurance	12,929	12,950	8,536	89,414	69,208	20,207
Minor Equipment	1,928	-	-	9,659	(21)	9,680
Other	2,607	2,936	3,438	89,745	140,796	(51,051)
Depreciation	14,192	14,192	18,250	99,710	127,750	(28,040)
Total Operating expenses	599,407	643,593	634,588	4,538,324	4,600,909	(62,585)
Net Income (Loss) from Operations	(119,951)	(11,678)	(53,806)	(955,012)	(974,633)	19,621
Non-Operating Revenue / Expenses						
County Sales Tax Subsidy	51,712	54,193	50,133	421,383	500,187	(78,804)
EMS Subsidy	63,688	63,688	63,688	445,816	445,816	-
County General Subsidy-Clinics	10,000	10,000	10,000	70,000	70,000	-
Interest Income	156	81	202	740	473	266
Miscellaneous Income	1,382	5,932	18,589	214,529	148,960	65,569
Total Non-Operating Items	126,938	133,894	142,613	1,152,468	1,165,436	(12,968)
Net Gain (Loss)	6,987	122,216	88,807	197,456	190,803	6,653

WEEMS MEMORIAL HOSPITAL

Fiscal Period Ending: April 30, 2018

Consolidated Balance Sheet

BALANCE SHEET

	April 2018	Previous Yr April 2017	Change	Previous Month FY 2018
ASSETS				
Current Assets				
Cash & Cash Equivalents	949,836	735,912	213,924	461,192
Restricted Cash	5,831	7,479	(1,648)	5,831
Patient Accounts Receivable	3,149,069	5,886,880	(2,737,810)	3,407,095
Allowances for Uncoll & Contr Adjs	(1,883,823)	(3,801,605)	1,917,782	(2,074,981)
Pat Accounts Receivable - Net	1,265,246	2,085,274	(820,028)	1,332,114
Sales Tax Receivable	390,190	390,190	(0)	390,190
Due from Medicare/Medicaid/Others	(3,785)	246,005	(249,790)	531,227
Inventory	71,020	-	71,020	60,496
Prepaid Expenses	29,569	62,655	(33,086)	36,328
Total Current Assets	2,707,907	3,527,516	(819,609)	2,817,378
Plant, Property, & Equipment				
Land	13,400	13,400	-	13,400
Buildings	2,616,010	2,615,783	227	2,616,010
Accumulated Depreciation	(336,785)	(307,702)	(29,083)	(334,075)
Buildings - Net	2,279,226	2,308,081	(28,856)	2,281,935
Equipment	2,051,673	2,785,543	(733,870)	2,051,673
Accumulated Depreciation	(1,425,532)	(1,909,796)	484,263	(1,414,050)
Equipment - Net	626,140	875,748	(249,607)	637,623
Total Plant, Property, & Equipment	2,918,766	3,197,229	(278,463)	2,932,958
TOTAL ASSETS	5,626,673	6,724,745	(1,098,072)	5,750,336
LIABILITIES				
Current Liabilities				
Trade Accounts Payable	302,131	360,202	(58,071)	339,512
Accrued Ins Withholdings	31,910	63,429	(31,519)	36,652
Accrued Personal & Sick Leave	32,373	30,046	2,327	22,367
Other Accrued Liabilities	35,929	450,938	(415,009)	69,205
Deferred Revenue	127,372	261,315	(133,943)	(3)
Due to TMH	557,709	549,324	8,385	749,398
Total Current Liabilities	1,087,424	1,715,254	(627,830)	1,217,132
Long Term Liabilities				
Payable to HCTF	590,000	740,000	(150,000)	590,000
Compensated Absences	75,000	75,000	-	75,000
Lease Payable	(941)	275,451	(276,392)	-
Total Long Term Liabilities	664,059	1,090,451	(426,392)	665,000
TOTAL LIABILITIES	1,751,483	2,805,705	(1,054,223)	1,882,132
Fund Balance	3,875,190	3,919,040	(43,850)	3,868,204
TOTAL LIABS & FUND BALANCE	5,626,673	6,724,745	(1,098,072)	5,750,336
Days Cash on Hand	39.2	25.1	14.1	19.1
Estimated DCOH as of 5/24/18 ->	46.2			
Current Ratio	2.5	2.1	0.4	2.3

WEEMS MEMORIAL HOSPITAL
INCOME STATEMENT SUMMARY

BY UNIT

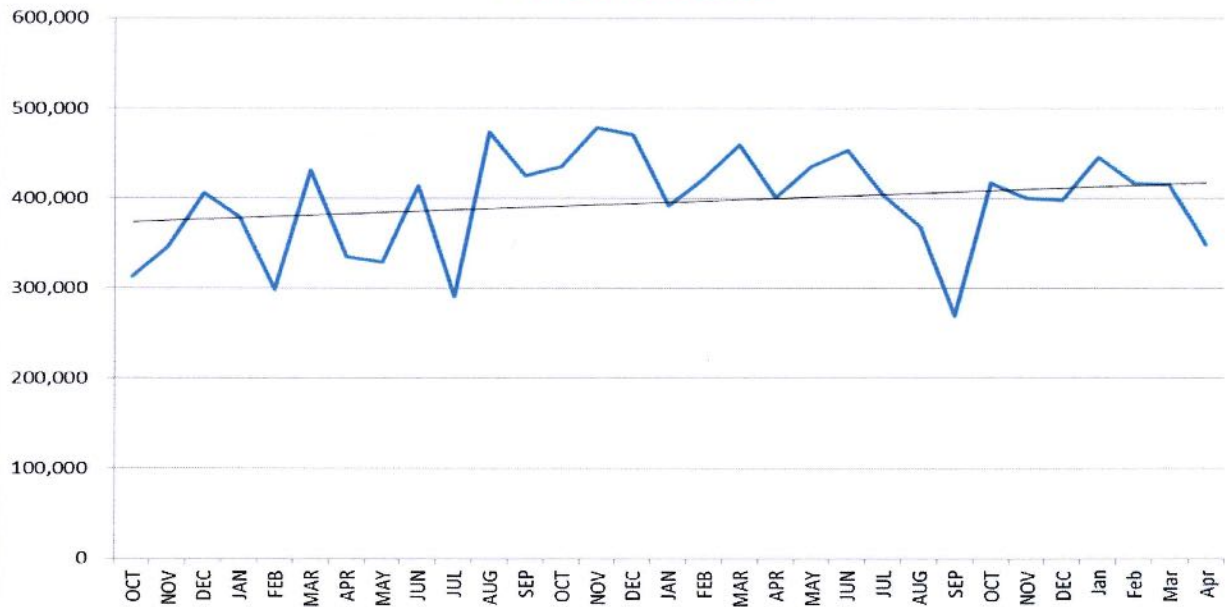
FISCAL 2017

7 Month Ending April 30, 2018

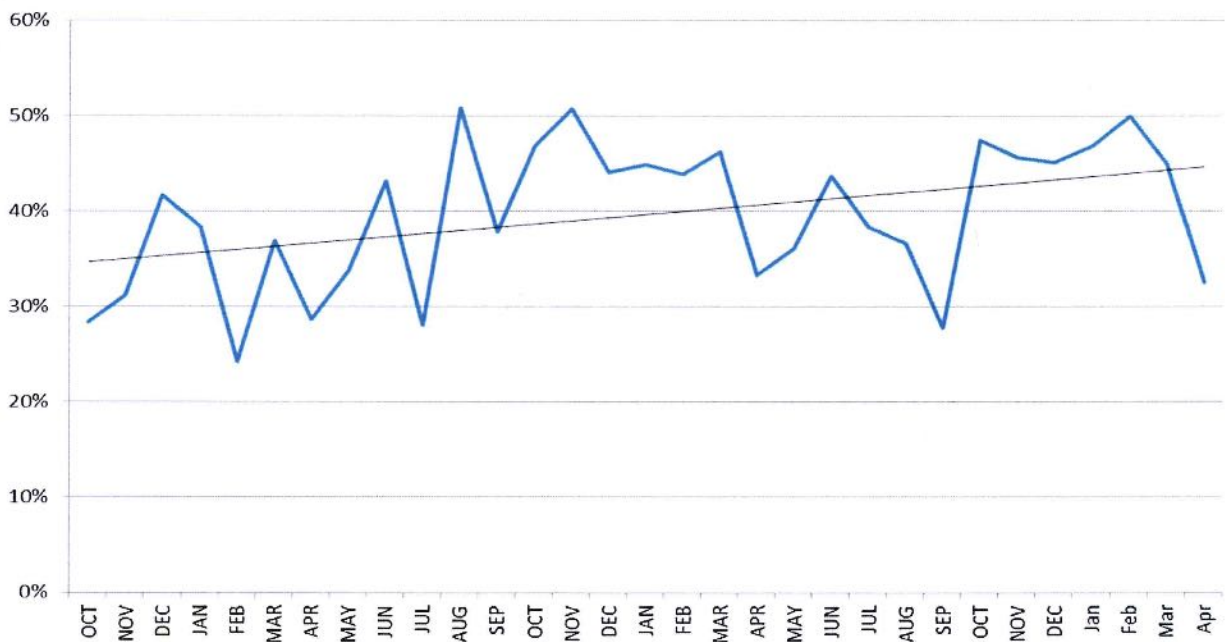
Month to date	Month to date	Month to date	Month to date	Month to date	Totals
Hospital	EMS	Weems East	Weems West		
713,521	100,242	37,646	31,897	883,306	
344,629	36,797	12,803	9,621	403,850	
368,892	63,445	24,843	22,277	479,456	
48.3%	36.7%	34.0%	30.2%	45.7%	
196,217	57,185	17,631	19,904	290,938	
57,915	12,699	5,979	3,106	79,699	
29,970	3,939	1,245	641	35,796	
17,776	1,084	-	-	18,860	
154,859	13,871	3,249	2,135	174,114	
456,737	88,778	28,105	25,787	599,407	
(87,846)	(25,334)	(3,262)	(3,510)	(119,951)	
51,712	63,688	10,000	-	125,400	
1,538	-	-	-	1,538	
53,250	63,688	10,000	-	126,938	
(34,596)	38,354	6,738	(3,510)	6,987	

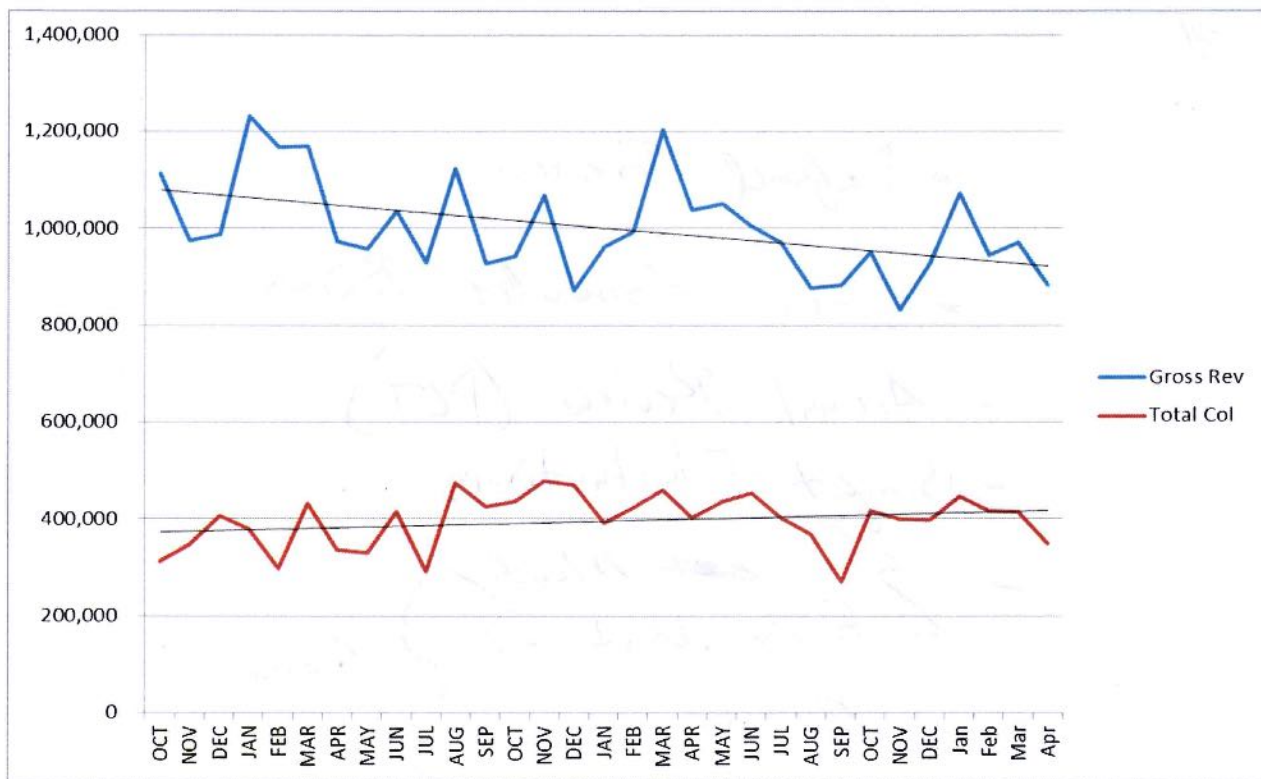
	Year to date	Year to date	Year to date	Year to date	Totals
	Hospital	EMS	Weems East	Weems West	
Gross Revenue	5,321,215	806,837	234,181	215,460	6,577,693
Deductions from Revenue	2,375,971	366,284	140,687	111,439	2,994,380
Net Patient Revenue	2,945,245	440,553	93,494	104,021	3,583,313
% of Deductions	44.7%	45.4%	60.1%	51.7%	45.5%
Operating Expenses					
Salaries & Wages	1,465,846	499,029	121,303	133,816	2,219,994
Employee Benefits	361,116	96,224	31,344	22,873	511,557
Supplies	240,028	16,284	8,370	18,000	282,683
Repairs & Maintenance	131,923	13,260	252	-	145,435
All Other	1,208,431	121,916	31,466	18,245	1,380,059
Total Operating Expenses	3,407,345	746,713	192,737	192,934	4,539,728
Operating Profit (Loss)	(462,101)	(306,160)	(99,242)	(88,913)	(956,415)
NON Operating Income					
Subsidies	421,383	445,816	70,000	-	937,199
Other Non Operating Income	215,268	-	-	-	215,268
Grant Income	-	1,372	-	-	1,372
Total Non Operating Items	636,651	447,188	70,000	-	1,153,839
Net Profit (Loss)	174,550	141,028	(29,242)	(88,913)	197,424

Total Collections



Total Collection %





Statistical information:	OCT	NOV	DEC	JAN	FEB	MAR	APR
Inpatient Days	32	30	30	36	29	17	24
Swingbed Days	7	1	18	2	0	8	0
Observation Hours	450	640	621	737	460	832	1349
Average Length of Stay - IP	3.2	2	2.9	2.2	2.91	2	2.5
Average Length of Stay - Swing	3.5	0	6	2	0	2.67	0
ER Visits	478	467	433	592	490	451	414
OP Visits	152	119	125	169	164	165	164

The High Cost of Governance Dysfunction in Community Hospitals

Jeffrey Sommer, MPP, Director, Stroudwater Associates

jsommer@stroudwater.com

C. Ryan Sprinkle, JD, Senior Consultant, Stroudwater Associates

rsprinkle@stroudwater.com



According to Tolstoy, “Happy families are all alike; every unhappy family is unhappy in its own way.” However, if we compare the various entities that govern a community hospital to a dysfunctional family, our experience shows that unhappy families also share many similarities. In communities across the country, local newspapers cover disputes between county governments, hospital districts that may own the hospital’s assets and operations, and the 501(c)(3) hospital boards that lease these properties. These stories read like a soap opera script with tales of malfeasance (founded or not), broken promises, and misbehavior abounding.

Once the relationship between a hospital board (lessee) and the county or district board (lessor) gets to the point of dysfunction, great damage has been inflicted on the hospital. In an adversarial atmosphere, physicians and staff are difficult to recruit and retain. Board and management time is consumed with responding to the latest charge and counter charge. Stated simply, attention and resources shift from sustaining the mission and advancing the vision of the health care system to addressing squabbles and disagreements.

Many communities in which we’ve worked over the last decade have faced similar situations, and experience shows that unless the two sides can find a way to work together on a common vision for the local health system, *all sides lose*. This article focuses on the lessons learned and strategies for stakeholders to move beyond disputes and toward a shared vision for high-quality, local health care services.

No matter how bitter the situation, stakeholders usually agree that the local hospital and associated providers are critical community assets that deliver essential health services to area residents. Despite this shared concern, the root causes of dysfunction are not hard to detect. These organizations are often subject to multiple levels of oversight and struggle with blurred

lines of authority and review between the county or district and the hospital board. The complex governing arrangements are often artifacts of history that date back to the founding of the hospital. Sometimes the dispute between lessor and lessee begins with deteriorating operating results, an adverse outcome, or the termination of the contract of a popular but disruptive provider.

Based on our work in communities where relationships between the county/district and the hospital board are difficult, we have learned that certain triggering events can drive a complex governing arrangement to the point of dysfunction.

» **Eroding Operating Performance.** Community hospitals are uniquely challenged in the present operating environment, given the unfolding disruption in reimbursement methodologies, innovative health care technology, federal health policy, and shifting demographics. Not surprisingly, Wall Street credit rating agencies have cited these and other factors when providing the nonprofit hospital industry with a “negative” outlook in 2018 rating guidance.

For community hospitals, declining operating performance is front-page news. Given the leading economic role these organizations frequently play in their communities, a hospital’s declining operating performance is a topic of broad public interest and concern. Residents and stakeholders fear the impact of potential hospital layoffs, reduced services, and deferred investment, and these fears quickly become the subject of local political campaigns. As is common in political discourse, the finer points of legal authority, lease terms, industry trends, and organizational constraints get lost or distorted, and stakeholders and the public are quick to assign blame. The blame game fails to provide insight and deeply undermines the public confidence in the hospital and those charged with its stewardship.

» Heightened Risks. Dysfunctional inter-entity relationships can explode into public view when the underlying operating risks and performance of the hospital change. Many counties and districts have grown apprehensive given the rash of hospital closings, increased stress on operating performance, difficulty recruiting needed providers, and the mounting cost of needed and deferred investment in hospital facilities, equipment, and technology (see Figure 1).

Hospital and district/county boards must appreciate that a hospital's operating and strategic risk profile is dynamic. The direction and severity of risk is affected by industry, market, and organization-specific factors. Economies of scale, technology, regulatory complexity, provider shortages, demographics, and payment

changes all contribute to an adverse set of risks. Many districts and counties are wary of these changes and their exposure to the associated risks, while many hospital boards resist questions and heightened interest from districts/counties that can feel like second guessing or meddling.

Hospital and county/district stakeholders must appreciate how the risk environment is changing and how these risk factors may affect the local hospital. A common fact base regarding these operating and strategic factors is essential to creating a shared vision for local health care delivery. We often recommend that hospital boards complete an annual organizational risk profile and examine the results over multiple years across key operating and strategic metrics (see Figure 2 on the next page).

Figure 1. Hospital Closures Since 2010

Rural and Urban Hospital Closures since 2010

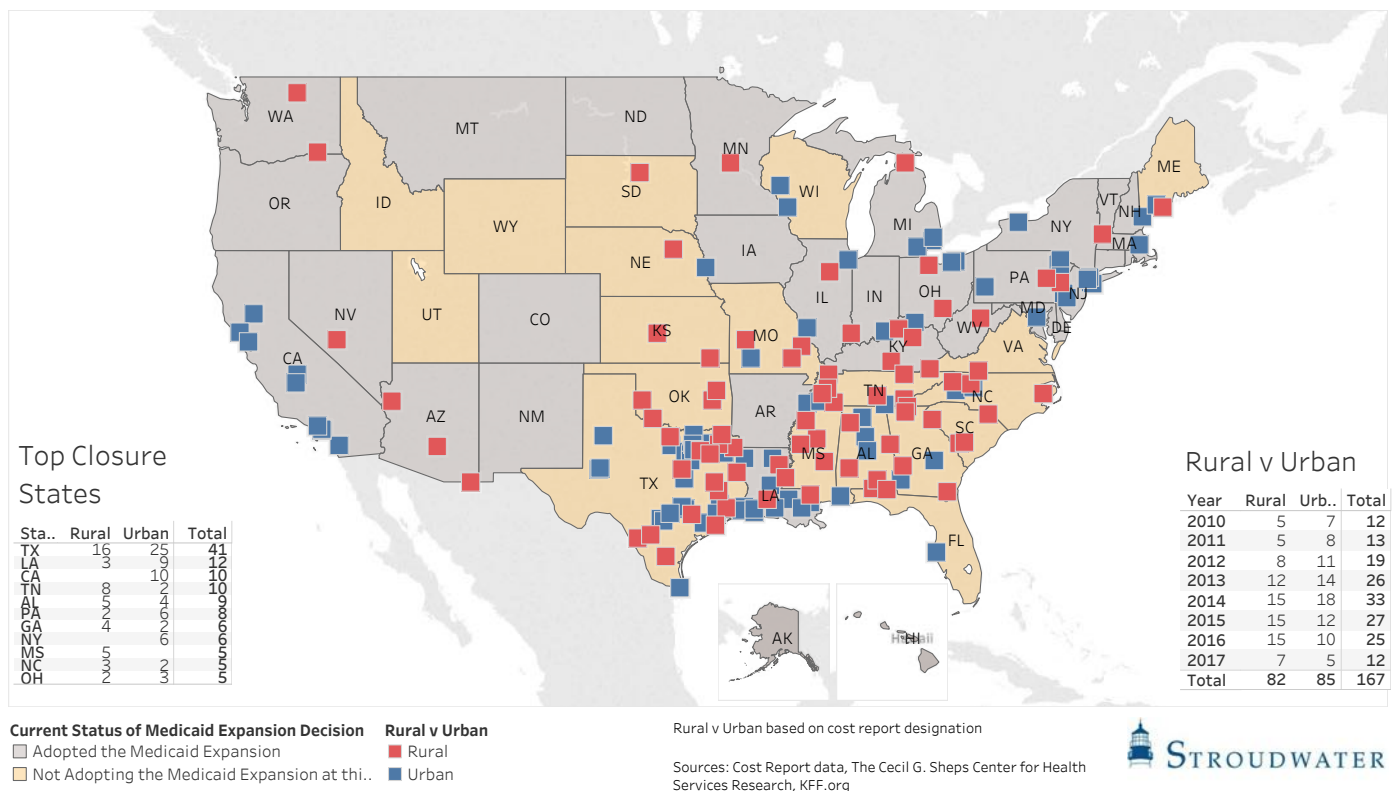


Figure 2. Monitoring Strategic and Operating Risks

Category	Indicators	Comments
Financial Performance	<ul style="list-style-type: none"> » Operating Revenue Trend » Operating Cash Flow & Cash Flow Margin » Days in A/R » Debt Service Coverage » Operating Margin » Days Cash on Hand 	<ul style="list-style-type: none"> » Top line revenue growth is vital to long-term health of organization » Operating cash flow & cash flow margin critical for DSCR covenant and resources
Operating Trends	<ul style="list-style-type: none"> » FTEs per AOB » Case Mix Index » Payer Mix » Key Volume Trends (O/P and I/P) » Practice Operations, Production and Losses 	<ul style="list-style-type: none"> » FTEs per AOB key efficiency metrics » Payer mix and CMI indicate how well the hospital is competing for sought-after patient populations
Value Indicators	<ul style="list-style-type: none"> » Medicare Cost Position » Attributed Covered Lives » Quality Scores 	<ul style="list-style-type: none"> » Covered lives reflect key population health metric and move from fee-for-service
Market Position	<ul style="list-style-type: none"> » Market Share » Provider Alignment, Recruitment and Retention (vs. documented need, turnover, productivity) 	<ul style="list-style-type: none"> » Market share is an indicator of how well the hospital is competing for patients and covered lives » Provider alignment is essential for attribution of covered lives

The county or hospital district and community may view the hospital as a growing financial liability for taxpayers. For a local government that assumes guarantor responsibility on a bond issuance or line of credit, the operational success of the hospital is suddenly an issue of political and practical importance.

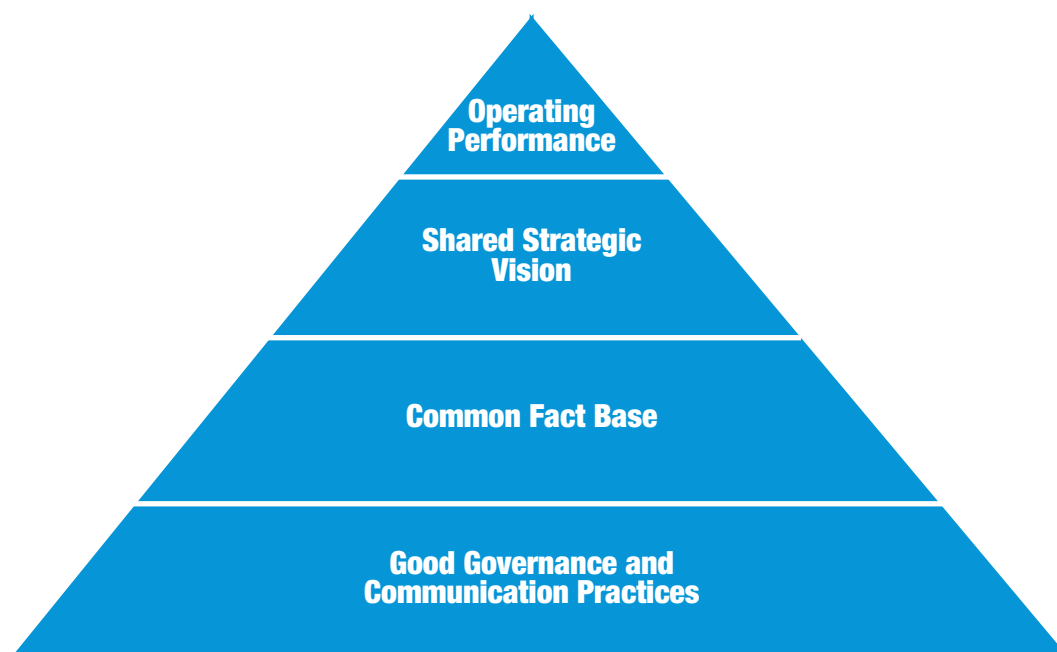
A local government's direct financial interest in the operating success of its community hospital quickly blurs the lines concerning the hospital's effective fiduciaries. In our experience, the bond or loan documents that describe the local government's financial liability may fail to provide adequate guidance regarding reporting requirements, accountability, or roles in addressing deteriorating operating performance that may put the hospital at risk. In the absence of clearly defined roles and responsibilities for each entity, the individual expectations of the parties govern. When these individual expectations misalign, conflict is inherent and dysfunction looms.

» Eroding Trust. Building and maintaining community trust in the hospital as an institution is critical to the success of any community hospital. For most 501(c)(3) hospitals, the organization must nurture the trust of the community and stakeholders, including providers, staff, and area employers. For county and district-owned hospitals, trust must also extend from the hospital board to either the county or district board. It is vital that district/county members and hospital boards develop constructive working relationships. If personal agendas become the board's agenda, good board candidates will decline to serve on the hospital board. A myopic focus on personal agendas can hamstring a board's ability to provide hospital management with the governance and oversight it needs to address urgent strategic priorities.

A lack of transparency, poor communication, personal agendas, and personality conflicts all undermine the trust needed for effective county/district and hospital board oversight functions. In some cases, local governance approaches must be updated to ensure that best practices regarding conflicts of interest, participation, confidentiality, and board renewal are adopted. Like the old adage about making and losing a reputation, trust in a hospital and its governance is built from decades of quality patient care and service but can be damaged significantly with one bad outcome or public and political rancor regarding stewardship of these vital assets.

Elements of a Successful Hospital Board and County/District Relationship

- » For community hospitals, effective governance is essential to a hospital's long term success. Effective governance becomes even more critical when more than one board has a vested interest in the hospital's performance. In such circumstances, a community hospital's board and board leadership must learn to manage these multi-entity relationships and properly engage leadership from these stakeholder groups.
- » Communication and trust among the parties are central to the success of these inter-entity relationships. Most often, the relationship between the county/district and the hospital board is under-developed or neglected and is now activated in a moment of crisis. Whether it is deteriorating operating performance or an unexpected need for financial assistance, county/district stakeholders are provoked to engage due to a crisis rather than as part of a proactive, strategic initiative. These critical relationships should be cultivated through a combination of joint executive sessions, regular and routine dialogue between board leadership and the leadership of the other entities, and special committees of the hospital board with outside stakeholders serving on those committees.
- » Regardless of the process upon which a hospital board relies, it is critical that decision-making begin from an agreed set of facts and a shared vision for health care in the community. Developing agreed-to facts and a shared vision allows both the hospital board and other stakeholders to build their inter-entity relationship on a stable foundation and provides all involved stakeholders with direction and purpose.
- » For many community hospitals, deteriorating operating performance is the source of tension between the hospital board and other entities. There is often great interest in and scrutiny of how the hospital board and management address the hospital's operating performance gap. It is critical that the performance improvement plan specify the performance gap, the specific initiatives that will close this gap, and an agreed-upon set of interim milestones and timeline for determining if the plan is on track. Frequent and routine updates with external stakeholders to share progress, milestones achieved, and difficulties encountered and overcome are essential to preserving trust and maintaining alignment among stakeholders.



Case Studies

Not all Fun in the Sun

In a large and growing southern state, Stroudwater was retained to work with a \$250M health system and its local hospital district to develop a shared vision for the future of the local health care system. The foundation of this effort was the good working relationship between the new hospital district president and the hospital board president.

Stroudwater worked with both leaders to convene a small committee that included community, district, and hospital board members. The committee vetted and reviewed a common fact base of strategic market and operational data and findings. The members also explored alternative strategic options for the local delivery system. All of this work was done within the context of a highly dysfunctional relationship between the district and hospital. With effective leadership and a commitment to make a fact-based set of recommendations, members of the committee were able to put aside the history of distrust and develop a unanimous vision for the future of the local delivery system. This vision, which was adopted by both the hospital board and district board, ultimately brought the hospital into an affiliation agreement with a leading not-for-profit academic health system.

A Second Opinion Leads the Way

The two hospitals in this community had merged recently. The resulting combined entity had committed to the phased development of a consolidated replacement hospital facility. Bonds were issued and construction completed on the initial phase of the new campus. Unfortunately, just as the hospital began operating Phase I of its new campus (while continuing to operate its larger legacy campus), operations deteriorated. The county, which owned the hospital assets and leased those assets to a 501(c)(3), became concerned about the feasibility of the hospital's plan.

The hospital board was fiercely critical of this unwelcome oversight. The board decried the negative impact that such public scrutiny imposed on the hospital. The county, as steward of the public asset, felt obligated to examine the feasibility of the hospital's apparently stalled replacement project. Stroudwater was retained to conduct an analysis of the project's feasibility. Shortly before the Stroudwater report was shared with the county and hospital boards, the hospital's bond rating was downgraded two levels. The Stroudwater report raised significant concerns about the feasibility and timeline of the phased replacement project. These concerns were based on three factors: (1) the overcall cost of the project relative to the hospital's baseline cash flow; (2) the large, necessary investment in non-revenue-producing infrastructure comprising a large portion of the initial phases of the project that compromised the feasibility of subsequent phases; and (3) deteriorating operating results that limited the hospital's access to capital for subsequent phases of the project.

Based on the ratings downgrade and Stroudwater's analysis, the county and hospital board agreed to examine the hospital's strategic options and find the best path forward. As a result, the

county, hospital, and a health system entered into a joint venture that ensured completion of the project and uninterrupted local access to essential health care services.

Loose Lips Sink the Strategic Ship: County and Hospital Authority Power Struggle in the Midwest

Stroudwater was retained to assist a community hospital in the Midwest to undertake an affiliation process. The \$50-million-net-patient revenue organization was an authority-structured hospital with a board appointed by the local county government's elected officials. Before Stroudwater was retained, the county backed a significant bond issuance. This debt refinancing provided the authority with significant debt relief, shifting debt payment responsibilities from the authority (i.e., the hospital) to the county (i.e., county taxpayers). Any transaction of the hospital would provide the county with some level of debt relief.

Understandably, the county was keenly interested in the success of the affiliation process. Unfortunately, the long-standing personal relationships between individual county representatives and hospital authority board members made trust and effective communication between the two entities exceptionally challenging. Additionally, members of the hospital authority had grave concerns that confidential information concerning the affiliation process could not be shared with key county representatives without eroding the integrity of the process. This distrust between key leaders was further compounded with hardline negotiation tactics by the prospective buyer.

Suspected leaks of confidential deal information and the hospital's own declining operating performance led the prospective buyer to rescind its offer. Unfortunately for all local stakeholders, internal distrust, poor communication, and a loss of focus on the hospital's operations resulted in a lost opportunity to secure commitments to maintain the local delivery of health care services and address the county's need for debt defeasance.

Performance Improvement as a Prerequisite: Distressed Rural Community Hospital in Southeast

After receiving funds from the local county government as a part of a bond issuance, the board of directors of a community hospital in the Southeast with \$40 million net patient revenue asked Stroudwater to assess its strategic options and identify performance improvement opportunities. The hospital was losing several hundred thousand dollars each month, had a negative EBIDA, and had cash reserves only sufficient to fund six months of operations at its then-current loss rate. Officials with the local county government provided the hospital board with a mandate to realize performance improvement and provide the hospital with a sustainable path forward.

Stroudwater's team undertook a strategic options and operational assessment. As part of this assessment, Stroudwater analyzed the hospital's operations and identified over \$5 million in performance improvement opportunities. These performance improvement opportunities included both cash and revenue

enhancements through revenue cycle improvement, clinical efficiency designed to improve the hospital's length of stay and other quality-based reimbursements, and staffing efficiency. Given the hospital's limited management resources, Stroudwater also identified a specific leadership resource to oversee the implementation of the hospital's performance improvement plan.

Additionally, Stroudwater assisted the board in developing a set of strategic objectives. The board determined that these strategic objectives would best be realized via an affiliation with a larger health system. To support that affiliation process, the board immediately began necessary efforts to realize financial and operational performance improvement.

As part the engagement, Stroudwater presented its strategic options and operational assessment to the county government's leadership. This presentation provided the county with the assurance that necessary and corrective action was being taken and established a transparent and continuous open dialogue between the hospital's board leadership and county leadership. This dialogue aligned the county government with the hospital board's efforts to improve the hospital's operations through necessary performance improvement initiatives that supported the strategic direction established by the board.

The Need for Functional and Effective Governance

The health care industry's current period of disruption is contributing to tension and anxiety between county and hospital

district lessors and their community hospital board lessees. Declining reimbursement and stagnant or increasing operating costs are exposing community hospitals to increasing levels of stress and distress. Out-of-date governance practices, poor communication, and fraught personal relationships can fan the flames of these challenges.

Navigating this difficult terrain necessitates key commitments from all involved stakeholders. Sound leadership and effective governance and communication are essential. Parties must be willing to engage one another in collaborative and constructive ways. In addition, stakeholders from the various entities must work from a common set of facts to arrive at a shared vision for the future of local health care delivery. It is this shared vision that provides the basis for a consensus on how best to address the challenges that confront the local health care system.

The challenges facing community hospitals in the present environment are significant. These challenges require hospital boards to focus on the specific issues facing their organizations and increasingly require collaboration and assistance from district and county governments. While this assistance may carry issues of broad public or political interest, all stakeholders can and should find alignment on the primary strategic objective: preserving and enhancing access to quality health care services in their community. ♦

Endnote

- 1 See Ayla Ellison, *Fitch Issues Negative Outlook for Nonprofit Hospitals*, BECKER'S HOSPITAL REVIEW (Dec. 16 2017), available at <https://www.beckershospitalreview.com/finance/fitch-issues-negative-outlook-for-nonprofit-hospitals-4-things-to-know.html>; see also Ellison Moody's: *Outlook is Negative for Nonprofit Hospital Sector*, BECKER'S HOSPITAL REVIEW (Dec. 4 2017), available at <https://www.beckershospitalreview.com/finance/moody-s-outlook-is-negative-for-nonprofit-hospital-sector.html>.



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Fourth Amendment To The George E. Weems Memorial Hospital
Governing Body Bylaws

ARTICLE I

These bylaws constitute the code of governing body guidelines and rules adopted by the Franklin County Board of County Commissioners to govern the Hospital Board (the "Board") to oversee the operations of the George E. Weems Memorial Hospital.

ARTICLE II PURPOSE

The purpose of the Board is to oversee the public health care services of Franklin County and to make monthly reports to the County Commission on the delivery of such services to Franklin County residents; review and approve medical staff privileges; review and advise hospital staff on other matters related to the operation of the Hospital in the Franklin County community; review and approve preliminary operating and capital budgets for subsequent approval by the Franklin County Board of County Commissioners (the "County"), and handle other matters regarding the hospital as may be delegated by the County. The Board shall work to assure that the Hospital operates in a productive and efficient manner, and strives to achieve and maintain financial viability to minimize or avoid use of taxpayer funds to sustain the Hospital.

ARTICLE III Hospital Advisory Board

3.1 Powers of the Board. The Board is vested with the following powers:

- A. Subject to ratification by the Franklin County Board of County Commissioners, employ a CEO and other such staff or consultants or management entities as are necessary to carry out the responsibilities of the Board. If the Franklin County Board of County Commissioners withholds such ratification, then the Board shall not employ such CEO, consultant or management entity. The Board need not seek ratification by the Franklin County Board of County Commissioners to employ the day-to-day staff of the hospital or consultants (excluding companies managing Weems)

- B. Determine matters of policy regarding the delivery of public health services to the residents of Franklin County and recommend same to the County,
- C. Approve operating and capital budgets, subject to approval of the County.
- D. Manage such revenues as are generated by the hospital or as are provided by the County to the Board for operations.
- E. Review, evaluate and approve recommendations from physicians and practitioners for appointment and reappointment to the Medical Staff including approval of clinical privileges.
- F. Oversee the quality and efficiency of care provided to Hospital Patients through review of patient safety reports, incident trending reports and Medical Staff peer review processes.
- G. Assist the hospital in external marketing and public relations programs where practical and feasible.
- H. Actively participate in Board education and orientation programs conducted by Hospital or other professional personnel.
- I. Advise hospital management and administration on the scope, availability and accessibility of patient care services and community health care needs.
- J. Assure that hospital management establishes and maintains sufficient policies, procedures, processes and systems to accurately bill and collect for services rendered to Hospital patients, regardless of payer class.
- K. Periodically review and appraise the performance of the CEO.
- L. Review and approve amendments and changes to the Medical Staff Bylaws, Rules and Regulations to assure consistency with the mission and purpose of the Hospital.

3.2 Limitations on the Powers of the Board: The Hospital Board retains the sole discretion to make the final decisions on all matters affecting Hospital operations. The Board shall not have the authority to:

- A. Authorize the sale or disposition of land, buildings or functionally usable capital equipment without prior County approval.

- B. Purchase, make commitments to purchase or enter into agreements to purchase any real estate, real property or capital improvements exceeding \$50,000.00 without prior County approval.
- C. Operate the hospital without a budget approved by Franklin County.
- D. Enter in any contract exceeding \$50,000.00 in value without the prior approval of the Franklin County Board of County Commissioners.
- E. Employ a CEO or management company without the ratification of Franklin County.
- F. Lease the hospital.

3.3 Qualifications. Membership on the Board shall not be denied to any person on the basis of race, creed, sex, religion, or national origin. Members of the Board shall be residents of Franklin County that possess business management skills or have an expressed interest in health care services in the County. Board members shall not be employed by, investors in, or associated with any other organization in competition with or otherwise possessing a conflict of interest with the Hospital. Individuals under the age of twenty-one (21) are ineligible to serve on the Board. No more than two Hospital employees or persons doing business with the Hospital shall serve on the Board at any given time.

3.4 Number of Board Members. The Board shall consist of nine (9) members, plus the County Coordinator for the County Commission as an ex officio non-voting member. Upon resolution of the County, the number of Board Members may be increased or decreased from time to time, but in no event shall a decrease in the number of Board Members have the effect of shortening the term of an incumbent Board Member or decreasing the total number of Board Members to less than three Board Members.

3.5 Term of Board Members. Board Members serve terms of three years. Terms will be staggered to reduce the possibility of multiple terms expiring the same year. There are no term limits and Board Members may serve any number of consecutive terms.

3.6 Appointment of Board Members. The Board shall be appointed as follows: Upon recommendation by the Board, the Franklin County Commission shall select a slate of representatives to serve as the members of the Board. Five (5) Board members shall reside in each of the five (5) County Commission districts and shall be selected following the recommendation of the county commissioner from such district. Four (4) Board members, two of whom shall be a non-voting representative of the Hospital Medical Staff, shall be appointed At-Large. Appointments for Board Members filling expired or vacated terms shall be recommended as provided hereinabove and nominees shall be submitted to the County for approval at their next regular meeting. When a reappointment or replacement is made, the appointment or replacement shall be considered effective on the date that the prior term expired (i.e. the new term does not begin on the date of the election). Board members whose terms have expired may continue serving until they are either re-appointed or until their successors are chosen.

3.7 Resignation. Any Board Member may resign at any time by delivering written notice to the Chairperson of the Board and the County. Such resignations shall take effect upon receipt or, if later, at the time specified in the notice.

3.8 Absences. Any Board Member missing three meetings in one year may be removed from the Board by resolution of the remaining members of the Board subject to approval of the Franklin County Commission, or when said member has missed three (3) consecutive regular meetings of the Board or four (4) meetings in a given year.: -The vacancy shall be filled pursuant to Section (5) above.

3.9 Removal. Any Board Member may be removed with or without cause. at any time, by majority decision of the County Commission. All County decisions regarding removal are final.

3.10 Vacancies. Vacancies shall be filled by the County as designated in Section (5), and the Board Member filling the vacancy shall serve for the remainder of the term of the Board Membership that was vacated. Vacancies shall be filled as soon as practical.

3.11 Compensation. Board Members shall not receive compensation for their services. The Hospital shall not loan money or property to, or guarantee the obligation of, any Board Member. However, Board members may be reimbursed actual out of pocket expenses when exclusively traveling in performance of their official duties in accordance with hospital policy.

3.12 Voting. Each member of the Board shall have one vote on any items requiring Board action. A Board member shall be required to abstain from voting on any item in which he/she has a conflict of interest. A Board member who is also an employee of the Hospital shall be required to abstain on any vote that may involve employee salaries, benefits, working conditions or Hospital work rules and policies. Voting by proxy shall not be permitted. A member may participate in a vote by telephone if so requested, but cannot be counted for purposes of having a quorum of the board present for any meeting. A simple majority vote of a quorum present is required to pass any action by the Board.

Article IV Board Meeting

4.1 Place of Board Meetings. Meetings of the Board will be held at the Hospital or any location within the limits of Franklin County designated by the Chairperson. A Board member shall be permitted to participate in a meeting by telephone conference call if arranged in advance, but cannot count for purposes of having a quorum present for any meeting. There must be a quorum present to conduct a meeting and a majority vote of a quorum present to pass any action by the Board.

4.2 Regular and Special Meetings. Regular meetings of the Board shall be held at least on a monthly basis. Special meetings may be called by the Chairperson. Unless otherwise excepted under Florida Statutes, all regular meetings of the Board shall be open and available to the public in accordance with FS 286.01 I and 24 (b) and Article I of the State Constitution, and Chapter 119 and FS 24 (a) respectively. Closed meetings and/or sections of meetings may be held where allowed by law to conduct Medical Staff peer review and credentialing activities, review and approve risk management and patient incident reports as may be required to monitor and assess the quality and efficiency of care provided at the Hospital.

4.3 Notice of Board Meetings. Notice of the date, time, and place of Regular and Special Meetings shall be given to each Board Member by regular mail, telephone, facsimile, or e-mail no less than three (3) business days prior to the meeting.

4.4 Waiver of Notice. Attendance by a Board Member at any meeting of the Board for which the Board Member did not receive the required notice will constitute a waiver of notice of such meeting unless the Board Member objects at the beginning of the meeting to the transaction of business on the grounds that the meeting was not properly noticed

4.5 Quorum. A majority of the Board Members present shall constitute a quorum for the purposes of convening a meeting or conducting business. At Board meetings where a quorum is present, a majority vote of the Board Members attending in person shall constitute a recommendation of the Board, unless a greater number is required by any provision of these bylaws.

4.6 Minutes. A copy of the previous Board meeting minutes shall be mailed to each member at least seven days before the next Regular Board meeting. The time, date, place and tentative agenda of the upcoming meeting will be included.

ARTICLE V Officers

5.1 Roster of Officers. The Hospital Board shall annually select a Chairperson Vice-Chair and Secretary to serve as officers of the Board. The Chief Executive Officer of the Hospital shall be an ex-officio member of the Board.

5.2 Chairperson and Vice-Chairperson. The members of the Hospital Board will annually vote to appoint a member of the Board to serve as Vice-Chairperson of the Board who shall hold such position for a term of one (1) year unless and until such term is voluntarily rescinded or the incumbent is removed by a majority vote of the Authority Board. Such election will be held at the Authority's board meeting in November of each year. The County Coordinator shall be the Chairperson of the Hospital Board.

5.3 Duties of the Chairperson. The Chairperson shall:

- A. Preside at all Board meetings and shall exercise parliamentary control in accordance with Robert's Rules of Order;
- B. Serve as the primary liaison between the Board and the CEO.
- C. Officially call special meetings of the Board in consultation with the CEO
- D. Add or delete items on the Board agenda in consultation with the CEO.
- E. Serve as the primary liason between the Hospital and Franklin County.

In the case of the absence or disability of the Chairperson, or the Chairperson's refusal or neglect to fulfill his or her duties, the Vice-Chair shall act in the capacity of Chairperson.

5.4 Secretary. The Board shall elect a member of the Board to serve as Secretary of the Board annually who shall hold such position for a term of one year unless and until such term is voluntarily rescinded or the incumbent is removed by a majority vote of the Board or the County.

5.5 Duties of the Secretary. The Secretary shall:

- A. Take or ensure the preparation of minutes of all meetings of the Board, and shall keep copies of all minutes at the principal office of the Hospital;
- B. Keep a record of the names and addresses of the Board Members at the principal office of the Hospital;
- C. Shall assure that all meeting notices are duly given in accordance with these bylaws. In the case of the absence or disability of the Secretary, or the Secretary's refusal or neglect to fulfill the duties of Secretary, the Chairperson shall appoint an employee of the Hospital to perform the functions of the Secretary.

5.6 Duties of the CEO. In addition to managing and directing the day-to-day operations of the Hospital the CEO or his/her designated staff members shall have the following responsibilities with regard to Board activities:

- A. Prepare the agenda for all Board meetings in consultation with the Chairperson.
- B. Prepare the agenda for all closed meetings and sessions held by the Board to assure that agenda items may be legitimately withheld from public view in accordance with State laws and regulations.
- C. Present a summary of hospital operations and financial reports at regular meetings of the Board.
- D. Perform such other duties and activities as may be specifically set forth in his/her job description and/or the Management Agreement.
- E. Deliver a written monthly report to the Chairman providing, at a minimum, the cash on hand, liabilities aged by thirty day increments, together with an estimate of the accounts receivable and an assessment of the billing company's efficiency in timely submitting, collecting and following up on accounts receivable.
- F. Consult with the Chairman concerning all Hospital Operations.

5.7 Duties of the Finance Committee Chairperson. There will be selected by the Board members a Finance Committee Chairperson whose primary responsibility will be to oversee the financial operation of the hospital and report such activity to the Hospital Board and the Clerk of Court. The Finance Committee Chairperson shall have the following responsibilities.

- A. Meet monthly or as the need arises with the CEO and financial staff to review the financial condition of the Hospital and any facilities operating under its purview.
- B. Report to the Board on the financial status of the facilities.
- C. Work with the CEO in the preparation of the annual budget.
- D. Be available to provide information to the County Commission, as a representative of the Board in matters of finance.

ARTICLE VI Medical Staff

6.1 Appointments to the Medical Staff. The Board shall review, evaluate and approve appointments and reappointment of a medical (and dental) staff to the Hospital composed of physicians (and dentists) who are graduates of recognized medical (or dental) schools, physicians assistants and nurse practitioners; shall see that they are organized into a responsible administrative unit, and adopt such bylaws, rules and regulations for government of their practice in the hospital as the Board deems to be the greatest benefit to the care of patients within the Hospital. In the case of the individual patient, the physician duly appointed to the medical staff shall have full authority and responsibility for the care of that patient subject only to such limitations as the Board may formally impose and to the bylaws, rules and regulations of the medical (and dental) staff adopted by the medical staff and Board. All initial appointments to the Medical Staff shall be for one (1) year and may be renewed by the Board every two (2) years thereafter upon timely reapplication of the practitioner.

6.2 Quality of Care. The Board shall, in its exercise of its overall responsibility for the delivery of health care, shall grant to the Medical Staff such authority and responsibility deemed reasonably necessary to provide appropriate and high quality health care to the Hospital's patients. The Medical Staff shall conduct an ongoing review and appraisal of the quality of professional care rendered in the Hospital and shall report such activities and their results to the Board through the Chief of the Medical Staff or his/her designee. The Medical Staff shall make recommendations to the Board concerning: (i) appointments, reappointments, and other changes in Staff status; (ii) the granting of clinical privileges; (iii) disciplinary actions; (iv) all matters relating to a practitioner's professional competency; and (v) such specific matters as may be referred to it by the Medical Staff.

6.3 Applications for Medical Staff Membership. All applications for appointment and reappointment to the Medical Staff shall be in writing and addressed to the Chief Executive Officer of the hospital. All applications shall be processed in strict accordance with the rules, standards, procedures and time limits set forth in the Medical Staff Bylaws. Any practitioner who may be denied membership on the Medical Staff shall be provided notification of such denial within thirty (30) days of such action complete with a full explanation of the reasons for such denial and any rights of appeal that may be accorded to the practitioner under the Medical Staff Bylaws.

6.4 Confidentiality of Patient Information. All patient records shall be considered confidential and shall not be disclosed without consent of the patients or as may otherwise be allowed under the provisions of FS 395.3025. Discussions of or copies of individual patient names, records, incidents and other private health information shall not be disclosed in any public meeting unless otherwise exempted or required by State laws or rulings by a court of competent jurisdiction.

ARTICLE VII Amendments

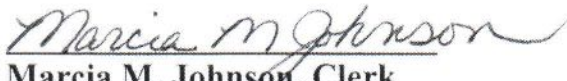
7.1 : The Board shall be permitted to recommend changes and amendments to these Governing Body Bylaws. These Bylaws may be amended only by written instrument properly reviewed and executed by the County.

7.2: This amendment supercedes all prior bylaws of the George E. Weems Memorial Hospital

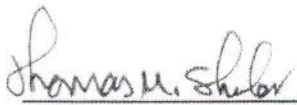
Franklin County, a political
subdivision of the State of Florida.

By: 
Joseph A. Parrish

Attest:


Marcia M. Johnson, Clerk
of Courts

Approved as to form:

 3/6/18
Thomas M. Shuler, County Attorney

**GEORGE E. WEEMS MEMORIAL HOSPITAL
POLICY - PROCEDURE**

Subject: SOCIAL MEDIA		Governing Board Approval	
Department(s): ALL Departments		Administration Approval	
Effective Date: 5.31.2018	This replaces:	Department Approval	
Revised Dates:			
Reviewed Dates & Initials:			

PURPOSE: George E. Weems Memorial Hospital understands that social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media.

This policy applies to all employees of the Weems Memorial Hospital organization, which specifically includes employees working at Weems Memorial Hospital, Weems Medical Center West, Weems Medical Center East and Weems Ambulance Service (EMS).

Guidelines

In the rapidly expanding world of electronic communication, social media can mean many things. Social media includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web blog or log, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with Weems Memorial Hospital, as well as any other form of electronic communication. The same principles and guidelines found in other WMH policies and three basic beliefs apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow co-workers or otherwise adversely affects members, patients/customers, suppliers, people who work on behalf of WMH or WMH's legitimate business interests (which includes Weems Memorial Hospital, Weems Medical Center West, Weems Medical Center East, Weems Ambulance Service (EMS), Franklin County Board of County Commissioners and all other Franklin County Departments), may result in disciplinary action up to and including termination.

Know and follow the rules

Carefully read these guidelines, the WMH Conduct and Behavior Policy, the WMH Discrimination and Harassment Prevention Policy, WMH Health Information Portability and

George E. Weems Memorial	DEPARTMENT(S): All Departments
SUBJECT: SOCIA MEDIA	PAGE 2 of 3

Accountability Act Policy (HIPAA), WMH Internet Usage Policy and ensure your postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

Be respectful

Always be fair and courteous to fellow employees, patients/customers, suppliers or people who work on behalf of the Weems Memorial Hospital organization. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers or by utilizing our Grievance or Employee Concern policies process than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, and threatening or intimidating, that disparage patients/customers, co-workers or suppliers, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by Federal and State law or WMH policy, or violations of HIPAA. Failure to follow the guidelines listed in this paragraph may subject you to disciplinary action up to and including termination.

Be honest and accurate

Make sure you are always honest and accurate when posting information or news and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Remember that the internet archives almost everything; therefore, even deleted postings can be searched and retrieved. Never post any information or rumors that you know to be false about WMH, co-workers, patients/customers, suppliers, people working on behalf of WMH or competitors. Failure to adhere to the guidelines in this paragraph may subject you to disciplinary action up to and including termination.

Post only appropriate and respectful content

- 1) Maintain the confidentiality of WMH trade secrets or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how and technology. Do not post internal reports, policies, procedures or other internal business-related confidential communications.
- 2) Respect financial disclosure laws.
- 3) Do not create a link from you blog, website or other social networking site to a WMH website without identifying yourself as a WMH employee.
- 4) Express only your personal opinions. Never represent yourself as a spokesperson for WMH. If WMH is a subject of content you are creating, be clear and open about the fact

George E. Weems Memorial	DEPARTMENT(S): All Departments
SUBJECT: SOCIA MEDIA	PAGE 3 of 3

that you are an employee and make it clear that your views do not represent those of WMH, fellow co-workers, patients/customers, suppliers or people working on behalf of WMH. If you do publish a blog or post online related to the work you do or subjects associated with WMH, make it clear that you are not speaking on behalf of WMH. It is best to include a disclaimer such as 'The postings on this site are my own and do not necessarily reflect the views of WMH'.

- 5) Failure to comply with the guidelines mentioned in this section may subject you to disciplinary action up to and including termination.

Using social media at work

Refrain from using social media while on work time or on equipment provided by WMH, unless it is work-related as authorized by your Manager or Administration or consistent with WMH Equipment Policy. Do not use WMH email addresses to register on social networks, blogs or other online tools utilized for personal use. Failure to comply with the guidelines mentioned in this paragraph may subject you to disciplinary action up to and including termination.

Retaliation is prohibited

WMH prohibits taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Media contacts

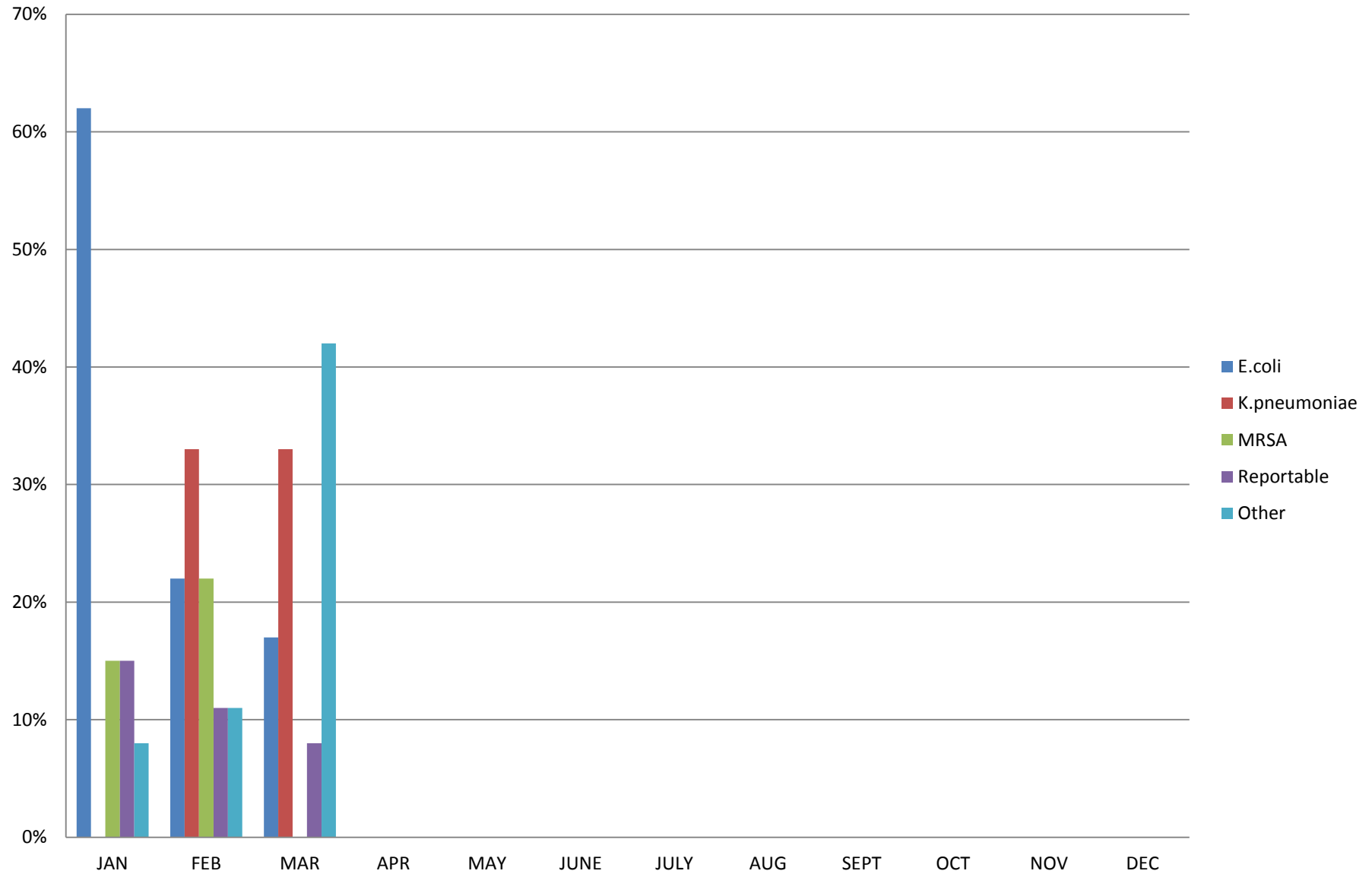
Employees should not speak to the media on behalf of the WMH organization without contacting the Administrator (CEO) or his/her designee. All media inquiries should be directed to the Administrator (CEO) or his/her designee.

Risk Management & Regulatory Board Summary Report

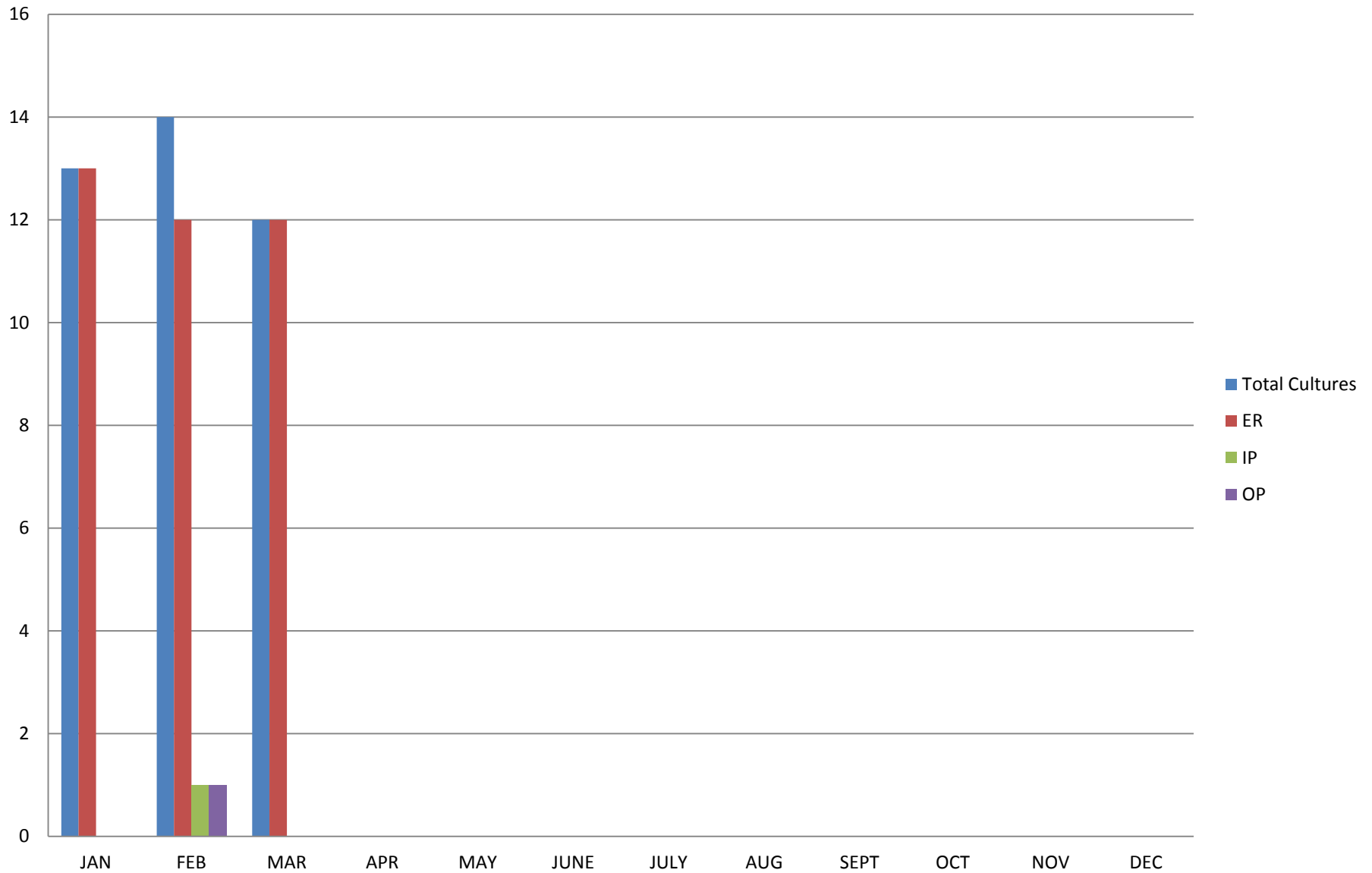
1st Quarter 2018

Issue	Activity / Comments
EMERGENCY ROOM <u>January</u> 18 left prior to triage 2 left AMA <u>February</u> 14 left prior to triage 2 left prior to treatment completion 2 left AMA <u>March</u> 5 left prior to triage 2 left prior to MSE 1 left prior to treatment completion 2 left AMA	<u>January</u> 3.1% Left prior to triage >1% Left AMA from ED <u>February</u> 2.8% Left prior to triage >1% Left prior to treatment completion >1% Left AMA from ED <u>March</u> 1.1% Left prior to triage >1% Left prior to MSE >1% Left prior to treatment completion >1% Left AMA from ED
FALLS <u>January</u> 1 <u>February</u> 0 <u>March</u> 1	One (1) fall unwitnessed in ED restroom. One (1) near-miss and one (1) fall with same patient. After multiple attempts to reorient patient to stay in bed, pt was moved to room closest to nurses' stations with bed alarm. Both falls with no apparent injury.
EQUIPMENT/INTERRUPTION OF BUSINESS <u>January</u> 2 <u>February</u> 4 <u>March</u> 0	CT Scanner x5 Lab x1 (ACL Elite Equipment) Both repaired
EMPLOYEE INCIDENTS <u>January</u> 0 <u>February</u> 0 <u>March</u> 0	
VISITOR INCIDENTS <u>January</u> 0 <u>February</u> 0 <u>March</u> 0	
MEDICATION INCIDENTS <u>January</u> 0 <u>February</u> 1 <u>March</u> 0	
MISCELLANEOUS <u>January</u> 2 <u>February</u> 1 <u>March</u> 4	<u>January</u> 1 mislabeled blood specimen / 1 wrong radiology exam performed <u>February</u> Family member complaint (related to prescribed medication) <u>March</u> 2 near miss patient falls 2 delays in treatment (1 blood transfusion, 1 baker act transfer <12 hours)

Culture Organisms 1st Quarter 2018



Cultures Locations 1st Quarter 2018



WMH GOVERNING BOARD OF DIRECTORS

APRIL 26, 2018

Members Present: Michael Moron, Chair; Duffie Harrison, Secretary; Doug Creamer; Hank Kozlowsky; Kristin Anderson; Mikel Clark; David Walker

Members Absent: Patrick Conrad, M.D.

Staff Present: Michael Cooper, CEO; Ginny Griner, HR/Med Staff; Jordan Fulkerson, CFO; Craig Gibson, POD; Heather Huron, Administrative Assistant

Guest(s) Present: Burt Boldt

**Call to Order /
Approval of
Minutes**

M. Moron

The meeting was called to order at 9:00 a.m. The March 29, 2018 minutes were presented for approval.

A motion was made by Creamer to approve the March 29, 2018 minutes as presented; seconded by Clark. The motion was carried unanimously.

County Report

M. Moron

Board By-Laws / Officer Elections

Creamer requested a review of the By-Laws regarding officer elections. At Moron's direction, Officer elections will be added to the May agenda. Moron noted his appointment as Chairman to the Hospital Board on 2/20/2018 by the County Commissioners and the change to the Hospital Board By-Laws approved on 3/6/2018.

Management Proposals

Prior to discussion, the following disclosures were made.

- Moron's daughter is employed by Weems.
- Cooper is an employee of TMH.
- Ralph Roberson, the county auditor, is the chair of Sacred Heart on the Gulf's Hospital Board. He is also working with the county in support of the Sacred Heart proposal.

Moron reviewed the proposals as submitted by Sacred Heart and TMH/Alliant.

Sacred Heart

1. The county wants an Emergency Department, not an urgent care facility. A major concern is that all emergency transports would have to go out of county.
2. The county is concerned about job loss. Roger Hall agreed that there would be some jobs lost, but there would also be some jobs gained. Moron requested details.
3. Moron addressed rumors of lay-offs with current Sacred Heart employees. Hall explained that there has been a policy change throughout Sacred Heart's organization regarding full-time employees and scheduling. Moron requested an explanation in writing.
4. Details are unclear regarding lease and/or ownership of the new facility.

Once clarification is received on the above, it will be shared with the Hospital Board and Board comments will then be taken to the BOCC.

TMH/Alliant

1. An immediate plan is desired. Commissioners will not wait until 2019 when the term of Jim Coleman's non-compete clause is completed. An intermediate plan was requested.
2. New facility is desired prior to 2019. Moron noted that he had several extensive

conversations with the USDA on the previous day.

3. More definitive details are desired.

Discussion

- Harrison would like more details from TMH/Alliant.
- Clark would like to see a site plan with services to be delivered.
- Walker would like to see implementation dates, pros/cons, and performance objectives from both Sacred Heart and TMH/Alliant.
- Cooper noted the requested data for services was provided in two separate studies by BKD. However, the services provided would be dependent on physician referrals.
- Harrison questioned whether TMH/Alliant or Sacred Heart had ever managed Critical Access Hospitals (CAHs). Cooper replied that Ascension (Sacred Heart) owns several CAHs; however, under Sacred Heart's current proposal, there would no longer be a hospital or CAH designation.
- Creamer noted that the cost for construction has increased 1% each month x 24 months. With the increased cost, the budget of \$10.2 million would no longer be sufficient for the building project as planned.
- Clark distributed a motion for consideration which outlined a method for the Hospital Board to assist the BOCC with their decision making process.
- Creamer asked if TMH/Alliant would consider making contributions to the new facility budget. Cooper stated that TMH & Alliant were interested in taking operational risk, not capital risk.
- Discussion was held regarding the finance of a new facility with Sacred Heart. Cooper questioned if financing would be through a private investor or if the county be making lease payments equivalent to the bank note to Sacred Heart. Per Cooper, the original budget of \$13 million was decreased to \$10.2 million 2 years ago. Building plans were cut significantly. If another \$2 million is cut from the budget, Cooper does not believe the project can be accomplished.
- In response to Clark, Moron stated that both parties, Sacred Heart and TMH/Alliant, would expect a portion of the sales tax subsidies, though the percentage is yet unknown.
- Kozlowsky stressed that an agreement with Sacred Heart would have disastrous results for Franklin County, ultimately ending with no hospital in the county.
- Clark wants a written confirmation of TMH's expectations for the sales tax subsidies.
- Creamer questioned when the county will allow construction for the new facility to begin.

CEO Report
M. Cooper

Cooper presented the following for Board approval:

- Performance Evaluations Policy (revision)
- Patient Safety Plan

A motion was made by Clark to approve the Performance Evaluations P&P as presented; seconded by Creamer. The motion was carried unanimously. A motion was made by Harrison to approve the Patient Safety Plan as presented; seconded by Walker. The motion was carried unanimously.

Urgent Care

An extensive discussion was held regarding primary care and urgent care services in Carrabelle. Clark noted that Carrabelle already had primary care services when plans for Weems East were developed. Per Walker, the health department provided primary care for Carrabelle until 2012. The Weems East clinic was to be built as an urgent care facility to support the primary care services at the health department. Walker clarified that the intent of the sales tax referendum for urgent care services was to be one step below emergency services. Cooper shared that extended evening and weekend hours would be available at Weems East beginning June 5, 2018.

AHCA Survey

Cooper stated the Plan of Correction for the March AHCA survey was submitted on 4/20/2018. The Board will be informed when a response is received.

A/C Unit Replacement

Per Cooper, a replacement A/C unit would be required for the Medical Records department as soon as possible. The replacement unit will cost \$14,723.00. BOCC approval will be required for the purchase.

501c3 Proposal

The 501c3 proposal was presented to the BOCC. The commissioners directed Attorney Shuler to address the proposal.

CFO Financial Report

J. Fulkerson

Fulkerson presented the following reports ending 3/31/2018:

- Year to Date Income Statement
- Year to Date Balance Sheet
- Income Statements by Unit
- Collections Trend Graph
- Statistical Data

Old /New Business

M. Moron

HR Policies

Per request, the organizational Core policies will be emailed to all Board members.

Public Comment

Burt Boldt addressed the Board. He encouraged outside consultant to develop evidence based roadmap for county health care structure. Mr. Boldt informed everyone that he would be running for the District 2 County Commission seat.

Adjournment

M. Moron

The meeting was adjourned at 11:07.

From: Oskowis, Jim Jim.Oskowis@dep.state.fl.us
Subject: Re: Reminder
Date: June 1, 2018 at 8:43 AM
To: Michael Moron michael@franklincountyflorida.com



Indian Creek Boat Ramp - the recent regular rainfall has delayed the construction. The contractor reported earlier this week that they should be finished by the end of June.

Eastpoint Fishing Pier Restroom -Construction is proceeding on schedule. One change order was issued this month to extend the ramp entrance to the restroom due to the County requirement to raise the floor elevation. A second change order has been proposed by the consultant and contractor for additional painting, which would be for aesthetic purposes. I am reviewing the availability of funding and will make a decision next week (4-8 June). The current anticipated Final Completion date is 08/01/2018; however this date would be extended another week if the second change order is approved.

Waterfront Park – Another unknown structural issue has arisen this week. The contractor estimates that the cost would be \$12k-\$16k. The consultant has been contacted to review this issue, and I expect that their structural engineer will also need an additional fee of about \$3k-\$4k; therefore the total cost of this change order would approach \$20k. As you would not be surprised, these continuing additional costs might jeopardize the possibility of adding back the pavilion, for which the contractor has indicated he would need a change order of about \$32k. The contractor had indicated at the last progress meeting that they would be finished by the end of August; however, this pending change order would push that back about a month. This Monday I am going to review this project with our financial and management staff to determine if we can find the estimated supplemental funding of \$52k (\$16k+\$4k+\$32k). I don't think I would have a determination on the funding issue before your BOCC meeting.

FYI, I am scheduled to visit all three Franklin County projects on Wednesday, June 6. I am planning to drop by the County Administration Offices and give you the Final (100%) Plans and permits for the St. George Island Seawall Replacement and Restroom, including hard copies and a CD. If the property ownership is ever resolved, since these projects are "shovel ready", you might have a good chance to seek new DWH Program funding in the near future. Of course, that's only my opinion, and I wouldn't be involved in that decision making.

Please don't hesitate to contact me if you have any comments or questions. I remain at your service.

Sent from my iPhone

On May 31, 2018, at 12:54 PM, Michael Moron <michael@franklincountyflorida.com> wrote:

Jim

A reminder for a summary update of the three projects. Thanks.

Michael Morón
County Coordinator
Franklin County

Board of County Commissioners
Phone (850)653-9783 Ext.155
Fax (850) 653-9799
michael@franklincountyflorida.com

Florida has a very broad Public Records Law. Most written communications to or from State and Local Officials regarding State or Local business are public records available to the public and media upon request. Your email communications may therefore be subject to public disclosure.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for approval of modifications to rate schedule LS-1, lighting service and for approval of revisions to lighting service contract, by Duke Energy Florida, LLC.

DOCKET NO. 20180089-EI
ORDER NO. PSC-2018-0270-TRF-EI
ISSUED: May 30, 2018

The following Commissioners participated in the disposition of this matter:

ART GRAHAM, Chairman
JULIE I. BROWN
DONALD J. POLMANN
GARY F. CLARK
ANDREW GILES FAY

ORDER APPROVING REVISIONS TO SPECIFIED RATE SCHEDULES

BY THE COMMISSION:

Background

On April 4, 2018, Duke Energy Florida, LLC (DEF or utility) filed a petition for approval of modifications to its Lighting Service (LS-1) rate schedule and lighting service contract. The LS-1 tariff is applicable to any customer for the sole purpose of lighting roadways or other outdoor areas. The tariffs, in legislative format and as approved here, are shown in Attachment A to this order.

The proposed revisions are designed to update and clarify certain provisions of the LS-1 tariff; none of the rates and charges LS-1 customers currently pay are being modified. We have jurisdiction over this matter pursuant to Section 366.06, Florida Statutes.

Decision

DEF's proposed revisions to its LS-1 rate schedule (Tariff Sheet Nos. 6.283 and 6.284) and lighting service contract (Tariff Sheet Nos. 7.110, 7.111, 7.112, and 7.113) are attached. The revisions are discussed below.

Each fixture shown in the LS-1 tariff indicates the lamp wattage (i.e., the amount of energy a lamp uses). DEF proposes to add language to indicate that actual wattages may vary up to five watts from the wattage shown in the tariff. DEF explained that the newer LED fixtures are more energy efficient in that they have equivalent lumen output with lower wattages compared to previous generation LED fixtures. Adding this language allows DEF to purchase more efficient products without having to update the LS-1 tariff to revise the wattages.

A lighting customer is required to pay a contribution in aid of construction (CIAC) when DEF extends its distribution facilities to provide lighting service. Currently, the CIAC is collected as a one-time payment. As an alternative to the one-time CIAC payment, DEF is proposing to allow customers to pay the CIAC amount as a monthly fee added to the bill. The monthly fee would apply as long as the customer takes service under the LS-1 tariff and is calculated as a percentage of the CIAC amount. The new language does not prohibit a customer from paying the total CIAC amount in a single payment.

In addition, DEF proposes tariff modifications to state that customers must notify the utility before installing customer-owned receptacles such as holiday lights. The added language helps the utility track the receptacles to manage electric load and to appropriately bill for energy consumption.

The proposed tariff is also revised to remove the language which states that the utility may consider installing and maintaining customer-owned systems. DEF states that, as a business practice, it will no longer consider such requests for customer-owned systems. Additionally, new language is included to clarify the pole replacement process making it consistent with the process currently used for replacing obsolete lighting fixtures.

The proposed revisions to the lighting service contract align it with proposed revisions to the LS-1 tariffs discussed above, remove language that is no longer necessary, and revise the utility's name to reflect Duke Energy Florida, LLC.

Conclusion

We have reviewed DEF's petition and we find that the proposed changes to the LS-1 rate schedule and lighting service contract are reasonable and appropriate. Therefore, DEF's proposed changes to the LS-1 rate schedule and lighting service contract, as shown in Attachment A, are approved. The revised tariffs shall be effective May 8, 2018.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that the proposed changes to Duke Energy Florida, LLC's LS-1 rate schedule and lighting service contract as shown in Attachment A are approved. The revised tariffs shall be effective May 8, 2018. It is further

ORDERED that if a protest is filed within 21 days of the issuance of the order, the tariffs shall remain in effect, with any revenues held subject to refund, pending resolution of the protest. It is further

ORDERED that if no timely protest is filed, this docket shall be closed upon the issuance of a consummating order.

ORDER NO. PSC-2018-0270-TRF-EI

DOCKET NO. 20180089-EI

PAGE 3

By ORDER of the Florida Public Service Commission this 30th day of May, 2018.

/s/ Carlotta S. Stauffer

CARLOTTA S. STAUFFER

Commission Clerk

Florida Public Service Commission

2540 Shumard Oak Boulevard

Tallahassee, Florida 32399

(850) 413-6770

www.floridapsc.com

Copies furnished: A copy of this document is provided to the parties of record at the time of issuance and, if applicable, interested persons.

KMS

NOTICE OF FURTHER PROCEEDINGS

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing.

The Commission's decision on this tariff is interim in nature and will become final, unless a person whose substantial interests are affected by the proposed action files a petition for a formal proceeding, in the form provided by Rule 28-106.201, Florida Administrative Code. This petition must be received by the Office of Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on June 20, 2018.

In the absence of such a petition, this Order shall become final and effective upon the issuance of a Consummating Order.

Any objection or protest filed in this docket before the issuance date of this order is considered abandoned unless it satisfies the foregoing conditions and is renewed within the specified protest period.



SECTION NO. VI
~~TENTH-ELEVENTH~~ REVISED SHEET NO. 6.283
CANCELS ~~NINTH-TENTH~~ REVISED SHEET NO. 6.283

Page 5 of 6

RATE SCHEDULE LS-1
LIGHTING SERVICE
(Continued from Page No. 4)

III. Additional Facilities

BILLING TYPE

Electrical Pole Receptacle⁴

401	Single	\$3.00 per unit
402	Double	\$3.90 per unit

Notes to Per Unit Charges:

- (1) Restricted to existing installations.
- (2) Lumens output may vary with lamp configuration and age. Wattage ratings do not include ballast losses. Actual wattage may vary up to +/- 5 watts.
- (3) Shown for information only. Energy charges are billed by applying the foregoing energy and demand charges to the total monthly kWh.
- (4) Electric use permitted only during the period of October through January, only on poles designated by the Company. Energy charged separately. Customers must notify Company of installation of customer-owned receptacles prior to such installation.
- (5) Special applications only.

Additional Charges:

Fuel Cost Recovery Factor:	See Sheet No. 6.105
Asset Securitization Charge Factor:	See Sheet No. 6.105
Gross Receipts Tax Factor:	See Sheet No. 6.106
Right-of-Way Utilization Fee:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

Minimum Monthly Bill:

The minimum monthly bill shall be the sum of the Customer Charge and applicable Fixture, Maintenance and Pole Charges.

Terms of Payment:

Bills rendered hereunder are payable within the time limit specified on bill at Company-designated locations.

Terms of Service:

Service under this rate schedule shall be for a minimum initial term of ten (10) years from the commencement of service and shall continue thereafter until terminated by either party by written notice sixty (60) days prior to termination. Upon early termination of service under this schedule, the customer shall pay an amount equal to the remaining monthly lease amount for the term of contract including Contribution in Aid of Construction ("CIAC") under Special Provision No.16, applicable Customer Charges and removal cost of the facilities.

Special Provisions:

1. The customer shall execute a contract on the Company's standard filed contract form for service under this rate schedule.
2. Where the Company provides a fixture or pole type other than those listed above, the monthly charges, as applicable shall be computed as follows:
 - I. Fixture
 - (a) Fixture Charge: 1.59% of the Company's average installed cost.
 - (b) Maintenance Charge: The Company's estimated cost of maintaining fixture.
 - II. Pole
 - Pole Charge: 1.82% of installed cost.
3. The customer shall be responsible for the cost incurred to repair or replace any fixture or pole which has been willfully damaged. The Company shall not be required to make such repair or replacement prior to payment by the customer for damage.
4. Maintenance Service for customer-owned fixtures at charges stated hereunder shall be restricted to fixtures being maintained as of November 1, 1992. For additional requests of the Company to perform maintenance of customer-owned fixtures, the Company may consider providing such service and bill the customer in accordance with the Company's policy related to "Work Performed for the Public."

(Continued on Page No. 6)

ISSUED BY: Javier J. Portuondo, Managing Director Rates & Regulatory Strategy – FL

EFFECTIVE: April 19, 2016



SECTION NO. VI
FIFTH SIXTH REVISED SHEET NO. 6.284
CANCELS ~~FOURTH-FIFTH~~ REVISED SHEET NO. 6.284

Page 6 of 6

**RATE SCHEDULE LS-1
LIGHTING SERVICE**
(Continued from Page No. 5)

Special Provisions: (Continued)

5. kWh consumption for Company-owned fixtures shall be estimated in lieu of installing meters. kWh estimates will be made using the following formula:

$$\text{kWh} = \frac{\text{Unit Wattage (including ballast losses)} \times 350 \text{ hours per month}}{1,000}$$

6. kWh consumption for customer-owned fixtures shall be metered. Installation of customer-owned lighting facilities shall be provided for by the customer. ~~The Company may consider installing customer-owned lighting facilities and will bill the customer in accordance with the Company's policy related to "Work Performed for the Public."~~ Any costs incurred by the Company to provide for consolidation of existing lighting facilities for the purpose of metering shall be at the customer's expense.
7. No Pole Charge shall be applicable for a fixture installed on a company-owned pole which is utilized for other general electrical distribution purposes.
8. The Company will repair or replace malfunctioning lighting fixtures maintained by the Company in accordance with Section 768.1382, Florida Statutes (2005).
9. For a fixture type and/or pole type restricted to existing installations and requiring major renovation or replacement, the fixture and/or pole shall be replaced by an available similar non-restricted fixture and/or pole of the customer's choosing and the customer shall commence being billed at its appropriate rate. Where the customer requests the continued use of the same fixture type and/or pole type for appearance reasons, the Company will attempt to provide such fixture and/or pole and the customer shall commence being billed at a rate determined in accordance with Special Provision No. 2 for the cost of the renovated or replaced fixture and/or pole.
10. The customer will be responsible for trimming trees and other vegetation that obstruct the light output from fixture(s) or maintenance access to the facilities.
11. After December 31, 1998, all new leased lighting shall be installed on poles owned by the Company.
12. Alterations to leased lighting facilities requested by the customer after date of installation (i.e. redirect, install shields, etc.), will be billed to the customer in accordance with the Company's policy related to "Work Performed for the Public".
13. Service for street or area lighting is normally provided from existing distribution facilities. Where suitable distribution facilities do not exist, it will be the customer's responsibility to pay for necessary additional facilities. Refer to Section III, paragraph 3.01 of the Company's General Rules and Regulations Governing Electric Service to determine the ~~Contribution in Aid of Construction (CIAC)~~ owed by the customer.
14. Requests for exchanging facilities, upgrades, relocations, removals etc. are subject to Section III, paragraph 3.05, of the Company's General Rules and Regulations Governing Electric Service.
15. For available LEDs, the customer may opt to make an initial, one-time Contribution in Aid of Construction payment of 50% of the installed cost of fixtures rated greater than 200 Watts and/or poles other than standard wood poles, to reduce the Company's installed cost. If a customer chooses this option, the monthly fixture and/or pole charge shall be computed as the reduced installed cost times the corresponding monthly percentage in 2.I.(a) and/or 2.II above.
16. As an alternative to making an initial one-time CIAC payment to extend distribution facilities to render lighting service, as referenced in Special Provision No. 13, the customer may elect to pay a monthly fee of 1.59% of the calculated CIAC amount.

ISSUED BY: Javier J. Portuondo, Managing Director Rates & Regulatory Strategy – FL

EFFECTIVE: January 5, 2016



SECTION NO. VII
~~SEVENTH~~SIXTH REVISED SHEET NO. 7.110
CANCELS ~~SIXTH~~FIFTH REVISED SHEET NO. 7.110

Page 1 of 4

LIGHTING SERVICE CONTRACT

CUSTOMER NAME: _____

SERVICE LOCATION(S): _____
(Street address, city/county, Company account number if established)

ACCOUNT NUMBER

WORK ORDER NUMBER

DEF CONTACT

This Lighting Service Contract ("Contract") is hereby entered into this _____ day of _____, 20__
between Duke Energy Florida, ~~LLC~~ (hereinafter called the Company) and
~~LLC~~ (hereinafter referred to as the "Customer") for lighting service at the
above location(s). The Customer agrees to receive and pay for lighting service from the Company in accordance with
the rates, terms and provisions of the Company's Rate Schedule LS-1, or its successor, as the same is on file with the
Florida Public Service Commission (FPSC) and as may be amended and subsequently filed with the FPSC. To the
extent there is any conflict between this Contract and the Lighting Service Rate Schedule, the Lighting Rate Schedule
shall control.

The Customer further understands that service under this rate shall be for an initial term of **ten (10) years** and shall
continue hereafter until terminated by either party upon written notice sixty (60) days prior to termination.

The Company shall install the following facilities (hereinafter called the Facilities):

Fixture Type and Number Installed:

Pole Type and Number Installed:

Additional facilities:

(Continued in Next Page)

ISSUED BY: Javier J. Portuondo, ~~Managing Manager~~, Director, Rates & Regulatory Strategy – FL

Form LS-1

EFFECTIVE: ~~April 29, 2013~~



SECTION NO. VII
~~SIXTH~~FIFTH REVISED SHEET NO. 7.111
CANCELS ~~FIFTH~~FOURTH REVISED SHEET NO. 7.111

Page 2 of 4

Rate per Month:

The monthly charges consist of the items below. These charges may be adjusted subject to review and approval by the Florida Public Service Commission.

Customer Charge
Pole Charge
Light Fixture Charge
Light Fixture Maintenance Charge
Energy and Demand ~~Charge - Charge:~~
Non-fuel Energy Charge
Plus the Cost Recovery Factors listed in
Rate Schedule BA-1, Billing Adjustments**,
except the Fuel Cost Recovery Factor and
Asset Securitization Charge Factor: See Sheet No. 6.105 and 6.106
Fuel Cost Recovery Factor **: See Sheet No. 6.105
Asset Securitization Charge Factor: See Sheet No. 6.105

***Charges are normally revised on an annual basis.*

Additional Charges:

Certain additional charges may also apply to the installation.

Gross Receipts Tax Factor: See Sheet No. 6.106
Right-of-Way Utilization Fees: See Sheet No. 6.106
Municipal Tax: See Sheet No. 6.106
Sales Tax: See Sheet No. 6.106

THE CUSTOMER AGREES:

1. To purchase from the Company all of the electric energy used for the operation of the Lighting System.
2. To be responsible for paying, when due, all bills rendered by the Company pursuant to the Company's currently effective Lighting Rate Schedule LS-1, or its successor, for facilities and service provided in accordance with this Contract.
3. To be responsible for trimming trees that may either obstruct the light output from fixture(s) or that obstruct maintenance access to the facilities.

IT IS MUTUALLY AGREED THAT:

4. Requests for exchanging facilities, upgrades, relocations, etc. are subject to Section III, paragraph 3.05, of the Company's General Rules and Regulations Governing Electric Service.
5. The Company does not guarantee continuous lighting service and will not be liable for damages for any interruption, deficiency or failure of service, and reserves the right to interrupt service at any time for necessary repairs to lines or equipment. Nothing in this Contract is intended to benefit any third party or to impose any obligation on the Company to any such third party.
6. Installation shall be made only when, in the judgment of the Company, the location and the type of the facilities are, and will continue to be, easily and economically accessible to the Company's equipment and personnel for both construction and maintenance. In the event the Customer or its contractor, subcontractor or other agent changes the grading, which requires the Company to move its facilities or otherwise incur costs to ensure compliance with applicable code requirements, Customer shall compensate the Company for all such costs incurred by the Company to comply with any applicable code requirements. In the event Customer fails to pay the Company within 30 days of the completion of such work, Customer shall pay the Company any amounts owing the Company, including interest and any attorneys and other fees and costs the Company incurs to collect any amounts owed to the Company.
7. Modification of the facilities provided by the Company under this Contract may only be made through the execution of a written amendment to this Contract.

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ISSUED BY: Javier J. Portuondo, ~~Managing Manager~~, Director, Rates & Regulatory Strategy – FL

Form LS-1

EFFECTIVE: ~~April 19, 2016~~



SECTION NO. VII
~~FIFTH-SIXTH~~ REVISED SHEET NO. 7.112
CANCELS ~~FOURTH-FIFTH~~ REVISED SHEET NO. 7.112

Page 3 of 4

8. The Company will, at the request of the Customer, relocate the lighting facilities covered by this Agreement, if provided sufficient rights-of-way or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of the Company's lighting facilities.
9. The Company may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
10. The Customer agrees to take responsibility for the cost incurred to repair or replace any fixture or pole which has been willfully damaged. The Company shall not be required to make such repair or replacement prior to payment by the Customer for damage.
11. The Company will repair or replace malfunctioning lighting fixtures maintained by the Company in accordance with Section 768.1382, Florida Statutes (2005).
12. This Contract shall be for a term of ten (10) years from the date of initiation of service. The date of initiation of service shall be defined as the date the first lights are energized. ~~At the end of the term of service, a new Contract will be required.~~
13. Should the Customer fail to pay any bills due and rendered pursuant to this Contract or otherwise fail to perform the obligations contained in this Contract, said obligations being material and going to the essence of this Contract, the Company may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Contract. Service charges associated with the reconnection of service after disconnection for nonpayment or violation of Company or Commission Rules may be assessed for each lighting installation on an account. Any failure of the Company to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Contract by the Company, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Contract.
14. If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Contract by giving the Company at least sixty (60) days advance written notice to the Company. Upon early termination of service, the Customer shall pay an amount equal to the remaining monthly customer charges, remaining Contribution in Aid of Construction ("CIAC"), if applicable, and remaining pole and fixture lease amounts for the term of the contract. The Customer will be responsible for the cost of removing the facilities.
15. In the event of the sale of the real property upon which the facilities are installed, or if the Customer's obligations under this Contract are to be assigned to a third party, upon the written consent of the Company, this Contract may be assigned by the Customer to the Purchaser or to the third party. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the Purchaser or third party and agreed to by the Company.
16. This Contract supersedes all previous contracts or representations, either written, oral or otherwise between the Customer and the Company with respect to the facilities referenced herein and constitutes the entire Contract between the parties. This Contract does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by the Company to third parties.
17. This Contract shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and the Company.
18. This Contract is subject to the Company's Tariff for Retail Service, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Contract and the provisions of the Company's Tariff for Retail Services, the provisions of the Company's Tariff for Retail Service and FPSC Rules shall control, or as they may be hereafter revised, amended or supplemented.

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SECTION NO. VII
~~FOURTH-FIFTH~~ REVISED SHEET NO. 7.113
CANCELS ~~THIRD-FOURTH~~ REVISED SHEET NO. 7.113

Page 4 of 4

19. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Contract by strikes, lockouts, fires, riots, acts of God, the public enemy, governmental or court actions, lightning, hurricanes, storms, floods, inclement weather that necessitates extraordinary measures and expense to construct facilities and/or maintain operations, or by any other cause or causes not under the control of the party thus prevented from compliance, and the Company shall not have the obligation to furnish service if it is prevented from complying with this Contract by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of the Company, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating, transmission, distribution or other electrical equipment.
20. In no event shall the Company, its parent corporation, affiliate corporations, officers, directors, employees, agents, and contractors or subcontractors be liable to the Customer, its employees, agents or representatives, for any incidental, indirect, special, consequential, exemplary, punitive or multiple damages resulting from any claim or cause of action, whether brought in contract, tort (including, but not limited to, negligence or strict liability), or any other legal theory.

IN WITNESS WHEREOF, the parties hereby caused this Contract to be executed ~~in triplicate~~ by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

Customer (Print or type name of Organization)

DUKE ENERGY FLORIDA, ~~LLC INC.~~

By: _____
(Signature)

By: _____
(Signature)

(Print or type name)

(Print or type name)

Title: _____

Title: _____

ISSUED BY: Javier J. Portuondo, Managing Director, Rates & Regulatory Strategy – FL
EFFECTIVE: April 29, 2013

Form LS-1