

**FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS  
REGULAR MEETING  
COURTHOUSE ANNEX – COMMISSION MEETING ROOM  
APRIL 16, 2019  
9:00 AM  
AGENDA**

*The Board of County Commissioners asks that all cell phones are turned off or placed on silent (vibrate) mode. 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**
- 9:05 AM**      **Public Comments** – *(This is an opportunity for the public to comment on agenda or non-agenda items. When you are recognized to be heard by the Chairman, please sign the speaker's log and adhere to the time limit. An individual will be allowed to speak for three minutes whereas a designated representative of a group or faction will be allowed to speak for five minutes.)*
- 9:20 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  
Lisa Lance – Library Director  
Jason Puckett – Airport Manager
- 9:45 AM**      **John Solomon – TDC Administrator – Report**
- 10:00 AM**      **Public Hearing – Coastline Rentals LLC., Land Use & Re-Zoning of 3.23 +/- Acre Parcel**  
*Residential to Commercial/R-1 Single Family Residential and R-4 Single Family Home Industry to C-3 Commercial Recreation*
- 10:15 AM**      **Amy Ham-Kelly – Advisory Board of Adjustment – Report**
- 10:30 AM**      **Amy Ham-Kelly – Planning and Zoning – Report**
- 10:45 AM**      **Amy Ham-Kelly – CRS Flood Re-Certification – Update**
- 11:00 AM**      **Chris Rietow – Apalachee Regional Planning Council – Update**
- 11:15 AM**      **Marcia M. Johnson – Clerk of Courts – Report**
- 11:30 AM**      **Alan Pierce – RESTORE Coordinator – Report**
- 11:45 AM**      **Michael Morón – County Coordinator – Report**
- 12:15 PM**      **T. Michael Shuler – County Attorney – Report**
- 12:30 PM**      **Commissioners' Comments**
- 12:45 PM**      **Adjourn**

April 16, 2019  
Franklin County Road Department  
Detail of Work Performed and Material Hauled by District  
Detail from 3/28/2019 - 4/10/2019

**District 1**

**Work Performed:**

<u>Work Performed:</u>	<u>Date</u>	<u>Road</u>
VMS Work, Cut Grass, Blowed Sidewalks, Cleaned ditches, Litter pickup	3/28/2019	US HWY 98 (Eastpoint, Ricky Jones)
Pot hole Repair (Fill)	3/28/2019	W Bay Shore Drive
Pot hole Repair (Fill)	3/28/2019	W Pine Avenue
Litter Pickup, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	3/28/2019	Patton Drive
VMS Work, Cut Grass, Blowed Sidewalks, Cleaned ditches, Litter pickup	4/1/2019	US HWY 98 (Eastpoint, Ricky Jones)
Sign Maintenance	4/1/2019	E Gorrie Drive
Sign Maintenance	4/1/2019	E Gulf Beach Drive
VMS Work, Cut Grass, Blowed Sidewalks, Cleaned ditches, Litter pickup	4/2/2019	US HWY 98 (Eastpoint, Ricky Jones)
Sign Maintenance	4/3/2019	W Pine Avenue
Sign Maintenance	4/3/2019	W 3rd Street
Sign Maintenance	4/3/2019	W 12th Street
Sign Maintenance	4/3/2019	E Gulf Beach Drive
Sign Maintenance	4/3/2019	St. George Island Fishing Pier
Sign Maintenance	4/3/2019	W Gulf Beach Drive
Shoulder Work	4/9/2019	School Road
Sign Maintenance	4/9/2019	St. George Island Fishing Pier
Cut grass along shoulders of road on county right of way	4/9/2019	Ridgecrest Parkway
Cut grass along shoulders of road on county right of way	4/9/2019	Lily Circle
Cut grass along shoulders of road on county right of way	4/9/2019	Gladiola Way
Cut grass along shoulders of road on county right of way	4/9/2019	Daisey Drive
Cut grass along shoulders of road on county right of way	4/10/2019	Blue Heron Drive
Cut grass along shoulders of road on county right of way	4/10/2019	Sago Drive
Cut grass along shoulders of road on county right of way	4/10/2019	Shadow Bay Drive

0

**Material HAUL From:**

<u>Material HAUL From:</u>	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Litter	3/28/2019	Patton Drive	1	0
Litter	4/1/2019	US HWY 98 (Eastpoint, Ricky Jones)	3	0
<b>Litter</b>		<b>TOTAL</b>	<b>4</b>	<b>0</b>

**Material HAUL To:**

<u>Material HAUL To:</u>	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
50# Bagged Asphalt	3/28/2019	W Bay Shore Drive	7	0
50# Bagged Asphalt	3/28/2019	W Pine Avenue	3	0
<b>50# Bagged Asphalt</b>		<b>TOTAL</b>	<b>10</b>	<b>0</b>
Black Dirt	4/9/2019	School Road	3	0
<b>Black Dirt</b>		<b>TOTAL</b>	<b>3</b>	<b>0</b>

**District 2**

**Work Performed:**

<u>Work Performed:</u>	<u>Date</u>	<u>Road</u>
Flagged	3/28/2019	CR67
Beaver Dam - Take Out	3/28/2019	CR67
Litter Pickup	3/28/2019	CR67

**District 2****Work Performed:**

<b><u>Work Performed:</u></b>	<b><u>Date</u></b>	<b><u>Road</u></b>
Shoulder Work, Pot hole Repair (Fill)	3/28/2019	Lake Morality Road
Litter Pickup	3/28/2019	Lake Morality Road
Litter Pickup	4/1/2019	CR67
Litter Pickup	4/2/2019	Mardi Gras Way
Pot hole Repair (Fill), Shoulder Work	4/2/2019	Gulf Shore BLVD
Litter Pickup	4/2/2019	Carousel Terrace
Litter Pickup	4/2/2019	Alligator Drive
Litter Pickup	4/2/2019	CR67
Litter Pickup	4/2/2019	Bald Point Road
Litter Pickup	4/2/2019	Rio Vista Drive
Litter Pickup	4/2/2019	McIntyre Road
Pot hole Repair (Fill), Shoulder Work	4/2/2019	Alligator Drive
Box drag	4/3/2019	Jeff Sanders Road
Box drag	4/3/2019	David Patton park
Box drag	4/3/2019	Avenue J NE
Box drag	4/3/2019	Avenue D S
Litter Pickup	4/3/2019	CR67
Litter Pickup, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	4/4/2019	Pinewood Avenue
Sign Maintenance	4/4/2019	Chip Morrison Road
Litter Pickup	4/8/2019	Lake Morality Road
Litter Pickup	4/8/2019	CR67
Travel	4/8/2019	Jeff Sanders Road
Box drag	4/8/2019	Jeff Sanders Road
Litter Pickup	4/8/2019	Jeff Sanders Road
Pot hole Repair (Fill)	4/9/2019	Baywood Drive
Litter Pickup	4/9/2019	Lake Morality Road
Pot hole Repair (Fill)	4/9/2019	Carlton Millender Road
Pot hole Repair (Fill)	4/9/2019	Kendrick Road
Pot hole Repair (Fill)	4/9/2019	West Drive
Box drag	4/10/2019	Harbor Circle
Box drag	4/10/2019	Donax Place
Box drag	4/10/2019	Cypress Street
Box drag	4/10/2019	Alligator Drive
Box drag	4/10/2019	Harry Morrison
Box drag	4/10/2019	Bay Front Drive

**0****Material HAUL From:**

<b><u>Material HAUL From:</u></b>	<b><u>Date</u></b>	<b><u>Road</u></b>	<b><u>Cubic Yards</u></b>	<b><u>Tons</u></b>
Lime Rock Road Base	4/9/2019	Lake Morality Road	2	0
<b>Lime Rock Road Base</b>		<b>TOTAL</b>	<b>2</b>	<b>0</b>
Litter	3/28/2019	CR67	3	0
Litter	3/28/2019	Lake Morality Road	1	0
Litter	4/1/2019	CR67	0.5	0
Litter	4/2/2019	Rio Vista Drive	2	0
Litter	4/2/2019	Alligator Drive	1	0
Litter	4/2/2019	Mardi Gras Way	0.5	0
Litter	4/2/2019	Carousel Lane	0.5	0
Litter	4/2/2019	Bald Point Road	1	0

**District 2****Material HAUL From:**

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Litter	4/2/2019	McIntyre Road	1	0
Litter	4/3/2019	CR67	2	0
Litter	4/8/2019	Lake Morality Road	1	0
Litter	4/8/2019	CR67	1	0
Litter	4/8/2019	Jeff Sanders Road	1	0

<b>Litter</b>		<b>TOTAL</b>	<b>15.5</b>	<b>0</b>
---------------	--	--------------	-------------	----------

**Material HAUL To:**

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
50# Bagged Asphalt	4/9/2019	West Drive	10	0

<b>50# Bagged Asphalt</b>		<b>TOTAL</b>	<b>10</b>	<b>0</b>
---------------------------	--	--------------	-----------	----------

Dirty 89 Lime Rock	4/2/2019	Alligator Drive	3	0
Dirty 89 Lime Rock	4/2/2019	Gulf Shore BLVD	3	0

<b>Dirty 89 Lime Rock</b>		<b>TOTAL</b>	<b>6</b>	<b>0</b>
---------------------------	--	--------------	----------	----------

Milled Asphalt	3/28/2019	Lake Morality Road	3	0
Milled Asphalt	4/9/2019	Kendrick Road	0.5	0
Milled Asphalt	4/9/2019	Baywood Drive	1	0
Milled Asphalt	4/9/2019	West Drive	1	0
Milled Asphalt	4/9/2019	Carlton Millender Road	0.5	0

<b>Milled Asphalt</b>		<b>TOTAL</b>	<b>6</b>	<b>0</b>
-----------------------	--	--------------	----------	----------

**District 3****Work Performed:**

	<u>Date</u>	<u>Road</u>
Cleaned out culverts, Cleaned ditches, Dig out ditches	4/1/2019	12th Street
Cleaned ditches	4/2/2019	12th Street
Cleaned out culverts, Cleaned ditches, Dig out ditches	4/3/2019	12th Street
Culvert installation, Dig out ditches	4/9/2019	Avenue H
Culvert installation, Dig out ditches	4/9/2019	Avenue H
Shoulder Work	4/10/2019	25th Avenue

<b>0</b>
----------

**Material HAUL From:**

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Ditch Dirt	4/1/2019	12th Street	36	0
Ditch Dirt	4/2/2019	12th Street	108	0
Ditch Dirt	4/3/2019	12th Street	126	0
Ditch Dirt	4/9/2019	Avenue H	36	0

<b>Ditch Dirt</b>		<b>TOTAL</b>	<b>306</b>	<b>0</b>
-------------------	--	--------------	------------	----------

**Material HAUL To:**

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Black Dirt	4/9/2019	Avenue H	18	0

<b>Black Dirt</b>		<b>TOTAL</b>	<b>18</b>	<b>0</b>
-------------------	--	--------------	-----------	----------

**District 4****Work Performed:**

	<u>Date</u>	<u>Road</u>
Pot hole Repair (Fill), Shoulder Work	4/1/2019	CR30A
Litter Pickup	4/1/2019	26th Avenue
Litter Pickup	4/1/2019	Bayview Drive
Litter Pickup	4/1/2019	Jakie Whitehurst Street
Litter Pickup	4/1/2019	Oyster Road
Litter Pickup	4/1/2019	Pine Drive
Litter Pickup	4/1/2019	Pal Rivers Road
Litter Pickup	4/1/2019	Bluff Road

**District 4****Work Performed:**

<b><u>Date</u></b>	<b><u>Road</u></b>
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	4/2/2019 2nd St
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	4/2/2019 26th Avenue
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	4/2/2019 Bayview Drive
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	4/2/2019 26th Avenue
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	4/2/2019 Bayview Drive
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	4/3/2019 Pine Drive
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	4/3/2019 Brownsville Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	4/3/2019 Pine Drive
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	4/3/2019 Brownsville Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	4/3/2019 Jackie Whitehurst Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	4/3/2019 Jackie Whitehurst Street
Litter Pickup, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	4/4/2019 Cypress Street
Litter Pickup, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	4/4/2019 Rosemont Street
Litter Pickup, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	4/4/2019 Connector Road
Litter Pickup, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	4/4/2019 Highland Park Road
Cleaned out culverts, Cleaned ditches	4/8/2019 Squire Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	4/8/2019 Rosemont Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	4/8/2019 Squire Road
Culvert installation	4/8/2019 Peachtree Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	4/8/2019 Highland Park Road
Sign Maintenance	4/9/2019 Jackie Whitehurst Street
Sign Maintenance	4/9/2019 Oak Drive
Sign Maintenance	4/9/2019 Peachtree Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	4/9/2019 Cypress Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	4/9/2019 Highland Park Road
Washout Repair	4/9/2019 CR30A
Root Raked	4/9/2019 Peachtree Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	4/9/2019 Rosemont Street
Culvert installation, Dig out ditches	4/9/2019 Bluff Road
Sign Maintenance	4/9/2019 Brownsville Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	4/9/2019 Bluff Road
Sign Maintenance	4/9/2019 CR30A
Sign Maintenance	4/9/2019 Tilton Road
Sign Maintenance	4/9/2019 Tilton Road
Cleaned ditches, Dig out ditches	4/9/2019 Gibson Road

**District 4****Work Performed:**

	<u>Date</u>	<u>Road</u>
Cleaned ditches, Dig out ditches	4/9/2019	Bluff Road
Sign Maintenance	4/9/2019	Jakie Whitehurst Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	4/9/2019	Pinewood Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	4/9/2019	Squire Road
Sign Maintenance	4/9/2019	Bluff Road
Sign Maintenance	4/9/2019	Smith Road
Sign Maintenance	4/9/2019	Connector Road
Sign Maintenance	4/9/2019	Rosemont Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	4/10/2019	Bluff Road
Parking lot repair	4/10/2019	Lombardi Project
Shoulder Work	4/10/2019	Gibson Road

**0****Material HAUL From:**

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Debris	4/4/2019	Linden Road	99	0

**Debris TOTAL****99 0**

Ditch Dirt	4/8/2019	Peachtree Road	18	0
Ditch Dirt	4/8/2019	Bluff Road	18	0
Ditch Dirt	4/8/2019	Gibson Road	36	0

**Ditch Dirt TOTAL****72 0**

Litter	4/1/2019	Oyster Road	1	0
Litter	4/1/2019	Bayview Drive	1	0
Litter	4/1/2019	26th Avenue	1	0
Litter	4/1/2019	Jakie Whitehurst Street	1	0
Litter	4/1/2019	Pine Drive	1	0
Litter	4/3/2019	Brownsville Road	1	0
Litter	4/3/2019	Pine Drive	1	0
Litter	4/3/2019	Jakie Whitehurst Street	1	0
Litter	4/4/2019	Highland Park Road	1	0
Litter	4/4/2019	Rosemont Street	1	0
Litter	4/4/2019	Cypress Street	1	0
Litter	4/4/2019	Pinewood Street	1	0
Litter	4/4/2019	Connector Road	1	0
Litter	4/9/2019	Pinewood Street	1	0
Litter	4/9/2019	Cypress Street	1	0
Litter	4/9/2019	Rosemont Street	1	0
Litter	4/9/2019	Highland Park Road	1	0

**Litter TOTAL****17 0****Material HAUL To:**

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Black Dirt	4/4/2019	Linden Road	18	0
Black Dirt	4/8/2019	Peachtree Road	18	0
Black Dirt	4/10/2019	Lombardi Project	18	0

**Black Dirt TOTAL****54 0**

Dirty 89 Lime Rock	4/1/2019	CR30A	9	0
Dirty 89 Lime Rock	4/10/2019	D.W. Wilson Ball Park	18	0
Dirty 89 Lime Rock	4/10/2019	D.W. Wilson Ball Park	0	18.3400001526

**District 4****Material HAUL To:**

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
<b>Dirty 89 Lime Rock</b>		<b>TOTAL</b>	<b>27</b>	<b>18.3400001526</b>
Lime Rock Road Base	4/10/2019	Lombardi Project	90	0
Lime Rock Road Base	4/10/2019	Lombardi Project	18	0
Lime Rock Road Base	4/10/2019	D.W. Wilson Ball Park	36	0
<b>Lime Rock Road Base</b>		<b>TOTAL</b>	<b>144</b>	<b>0</b>
Sand	4/9/2019	8 Mile	36	0
<b>Sand</b>		<b>TOTAL</b>	<b>36</b>	<b>0</b>

**District 5****Work Performed:**

	<u>Date</u>	<u>Road</u>
Beaver Dam - Take Out	3/28/2019	Lighthouse Road
VMS Work, Cut Grass, Blowed Sidewalks, Cleaned ditches, Litter pickup	3/28/2019	US HWY 98 (Eastpoint, William Massey)
Litter Pickup	4/1/2019	Frank McKamey Way
Litter Pickup	4/1/2019	Messer Road
Litter Pickup	4/1/2019	Lighthouse Road
Litter Pickup	4/1/2019	Beacon Street
Litter Pickup	4/1/2019	Jonna Drive
Litter Pickup	4/1/2019	Woodill Road
Litter Pickup	4/1/2019	Cape Street
VMS Work, Cut Grass, Blowed Sidewalks, Cleaned ditches, Litter pickup	4/1/2019	US HWY 98 (Eastpoint, William Massey)
Litter Pickup	4/1/2019	Lagoon Street
VMS Work, Cut Grass, Blowed Sidewalks, Cleaned ditches, Litter pickup	4/2/2019	US HWY 98 (Eastpoint, William Massey)
Ground Maintenance (Cut grass, picked up litter, Weed Eat)	4/2/2019	Tourist Development Center
Box drag	4/3/2019	Avenue D NW
Box drag	4/3/2019	Avenue D NE
Shoulder Work	4/3/2019	3rd Street W
Box drag	4/3/2019	9th Street E
Litter Pickup, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	4/4/2019	Wilderness Road
Beaver Dam - Take Out	4/4/2019	Lighthouse Road
Road Repair, Culvert repair	4/4/2019	Ryan Drive
Culvert repair, Road Repair	4/4/2019	Ryan Drive
Sign Maintenance	4/4/2019	Waddell Road
Cut grass along shoulders of road on county right of way	4/9/2019	Hibiscus Lane
Cut grass along shoulders of road on county right of way	4/9/2019	Magnolia Court
Cut grass along shoulders of road on county right of way	4/9/2019	Gardenia Trail
Pot hole Repair (Fill)	4/9/2019	Ryan Drive
Cut grass along shoulders of road on county right of way	4/10/2019	Ridge Road
Cemetery, Cut, Raked & Cleaned	4/10/2019	Eastpoint Cemetery
Cut grass along shoulders of road on county right of way	4/10/2019	Bear Creek Rd
Cemetery, Cut, Raked & Cleaned	4/10/2019	Eastpoint Cemetery
Box drag	4/10/2019	St Teresa Ave
Cemetery, Cut, Raked & Cleaned	4/10/2019	Eastpoint Cemetery
Cut grass along shoulders of road on county right of way	4/10/2019	Wilderness Road
Cut grass along shoulders of road on county right of way	4/10/2019	Pond Away Court

**District 5****Material HAUL From:**

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Black Dirt	4/4/2019	Ryan Drive	18	0

<b>Black Dirt</b>		<b>TOTAL</b>	<b>18</b>	<b>0</b>
-------------------	--	--------------	-----------	----------

Broken Asphalt	4/4/2019	Ryan Drive	9	0
----------------	----------	------------	---	---

<b>Broken Asphalt</b>		<b>TOTAL</b>	<b>9</b>	<b>0</b>
-----------------------	--	--------------	----------	----------

Litter	4/1/2019	Cape Street	0.5	0
--------	----------	-------------	-----	---

Litter	4/1/2019	Woodill Road	0.5	0
--------	----------	--------------	-----	---

Litter	4/1/2019	Frank McKamey Way	0.5	0
--------	----------	-------------------	-----	---

Litter	4/1/2019	Messer Road	0.5	0
--------	----------	-------------	-----	---

Litter	4/1/2019	Lagoon Street	0.5	0
--------	----------	---------------	-----	---

Litter	4/1/2019	Lighthouse Road	0.5	0
--------	----------	-----------------	-----	---

Litter	4/1/2019	Jonna Drive	0.5	0
--------	----------	-------------	-----	---

Litter	4/1/2019	US HWY 98 (Eastpoint, William Massey)	3	0
--------	----------	---------------------------------------	---	---

Litter	4/1/2019	Beacon Street	0.5	0
--------	----------	---------------	-----	---

Litter	4/4/2019	Wilderness Road	1	0
--------	----------	-----------------	---	---

Litter	4/10/2019	Eastpoint Cemetery	8	0
--------	-----------	--------------------	---	---

<b>Litter</b>		<b>TOTAL</b>	<b>16</b>	<b>0</b>
---------------	--	--------------	-----------	----------

**Material HAUL To:**

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Dirty 89 Lime Rock	4/3/2019	3rd Street W	3	0

Dirty 89 Lime Rock	4/4/2019	Ryan Drive	18	0
--------------------	----------	------------	----	---

Dirty 89 Lime Rock	4/9/2019	Ryan Drive	3	0
--------------------	----------	------------	---	---

<b>Dirty 89 Lime Rock</b>		<b>TOTAL</b>	<b>24</b>	<b>0</b>
---------------------------	--	--------------	-----------	----------



**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**

**DATE** April 16, 2019

**TIME:** 9:00 A.M.

**SUBJECT(S):**

**Right-of-Way Debris Pickup/Recycle Material Hauled March 29<sup>TH</sup>- April 11<sup>th</sup>**  
**FOR BOARD INFORMATION:**

**March 29<sup>th</sup> -April 11<sup>th</sup>**  
**RIGHT-OF-WAY DEBRIS PICKUP**

Apalachicola	Eastpoint	St George Island	Carrabelle	Lanark	Alligator Point
88.85 TONS	147.84 TONS	154.78 TONS	75.53TONS	53.82 TONS	58.54TONS

**RECYCLE MATERIAL HAULED**

	Apalachicola	Eastpoint	St George Island	Carrabelle	Lanark	Alligator Point	St James
Cardboard	5.29 TONS	7.71 TONS	18.54TONS	2.32 TONS	-0- TONS	-0- TONS	0.41 TONS
Plastic,Paper, Glass, Aluminum	2.73 TONS	3.21TONS	3.83 TONS	2.24 TONS	-0- TONS	-0- TONS	0.91 TONS

**REQUESTED ACTION: None**

**FOR BOARD INFORMATION:**



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

### **Report to Board of County Commissioners**

Date: April 16, 2019

#### Action Items:

1. Sign Award and Grant Agreement for Franklin County to receive reimbursement of 11,230.76 for Hurricane Irma

#### Information Items:

1. Franklin County has provided Michael Moron the outreach information for the County Alert System (Alert Franklin) and Re-entry Tag information for the County to ensure that is in the newspaper, radio stations and websites. Flyers have been handed out throughout the county as well.
2. EOC Staff is working diligently with FEMA representative to input all Project Worksheets for Hurricane Michael.
3. EOC Staff member Tress Dameron attended the Chamber Luncheon in April to request any Business Partners willing to volunteer and assist Franklin County Emergency Management as the Business Information and Continuity Liaison to contact the EOC staff. We are still looking for volunteers who are willing to assist us in filling this role.
4. Long Term Recovery meeting for the Limerock Fire took place on 4/9/2019. Capital Area Community Action and Franklin County Emergency Management is moving forward in replacing homes for the 2 families who do not qualify for CDBG. CDBG informed the committee that they are moving forward on replacing 4 homes.
5. 4/9/2019 Tress Dameron conducted WebEOC training for all ESF partners that are activated during an event.
6. EOC staff has been conducting public Outreach through their website, and Facebook, and radio to ensure all residents are prepared for the upcoming Hurricane Season.

Pamela Brownell

Pamela Brownell  
Director

# BE PREPARED FRANKLIN



Sign up for Alert Franklin to stay informed during storms and major events.  
**If you are not signed up for Alert Franklin you will not receive alerts.**

Please go and sign up today!

Go to [www.franklinemergencymanagement.com](http://www.franklinemergencymanagement.com) and click the link to sign up.



Hurricane Season is approaching!

If you have not gotten your reentry tags do so today.

Contact Franklin County Emergency Management at

850-653-8977

Or go to our website at [www.franklinemergencymanagement.com](http://www.franklinemergencymanagement.com)

Reentry tags will not be issued when the EOC is activated for a storm event.

**If your reentry tag has an expiration date disregard the date they are still valid**

**Action Items:** None

**Note of Appreciation:**

Franklin County Friends of the Library sponsored the 2019 Putt Masters Mini Golf Tournament on April 6. We extend thanks to all those involved with the success of the event; from the FOL members, to the Red Pirate in Eastpoint for holding the annual event and providing the trophies and assisting when needed throughout the day, to Sign DeSign for printing the banners and signs, to Bob Landiss with Touchpoint Branding for printing the t-shirts, and to all who promoted the event. Our hats are off in appreciation to the team sponsors, which include, the Butler Agency, Seymour Realty, Manley's Winners, Pruitt A/C for Firefighters Heart Team, Gym Rats, Grip It and Sip It, Dinner Divas, Forgotten Coast Parrotheads, Namaste Readers, Bogey Yogis, and the CarraRebeleans. Thanks to all of the hole sponsors: SGI Turtlers, SGI UMW, Joyce Estes, Fathom's Steam Room, In Memory of Andy Antekeier, Christie's Cottage Living, Forgotten Coast Parrott Heads, Ada Long, Steve Pierson, Paddy's Raw Bar, Wefing Marine, Roofs by Bobby James, John and Sue Sink, and Builders by the Sea.

Congratulations to the winners: the Gym Rats who won first place, to second place winners, Grip It and Sip It, and to Manley's Winners who placed third. Special congratulations to Dave Daly who won the trophy for the most Holes in One.

**Community Awareness / Resources:**

- Franklin County Public Libraries will be closed, Good Friday April 19 and the Carrabelle Branch will be closed Saturday, April 20 for the Easter Holiday.
- Free AARP Tax Aide ended Thursday April 11. The number of prepared tax returns completed for Franklin County will be received in the next few weeks. It was a very busy season. All weeks were fully scheduled at both library locations.
- Master Gardener Demo Garden beds have been planted at both Eastpoint and Carrabelle. Stop by and see the amazing growth of 3 weeks.
- April Gardening Program where the topic for this month is, Getting Ready for Spring Garden Success. All programs are facilitated by Les Harrison, Director of the Wakulla Extension Office. The remaining program this month will be held on Tuesday, April 16 at the Eastpoint Branch, program starts at 1:30.
- The Seed Library Checkout Program is available at both branches. Checkout up to three (3) seed packs from the new seed library and is sponsored by the UF/IFAS Extension Office. The seed library will be added to monthly with new seed selections based on their planting and growing season. Available right now are various radishes, kale, and other great selections.
- Read With Me Storytime is offered at the Eastpoint branch for suggested ages of 6 and under, the second and fourth Thursdays at 10:30 with retired school media specialist and volunteer, Ms. Brenda. Next program will be Thursday, April 25 at the Eastpoint Branch
- The Art of Air Frying is the April topic of the Basics of Better Living Program. The next opportunity will be at the Eastpoint Branch on Friday, April 26 at 1:30. All programs are free and open to the public. Samantha Kennedy from the IFAS Extension Office is the facilitator of these informative and enjoyable programs.
- Children's author Jane Hawkins visited with the Library on March 27, reading her first book, A Truck Named Tony to the children for story time.
- The Mobile Mammogram is coming to Carrabelle. The mammogram bus will be at the Carrabelle

Branch Library parking lot on Saturday, May 4 from 9 - 2. The Florida Department of Health, Florida Breast and Cervical Cancer Early Detection Program, serving Franklin County will provide vouchers to qualifying women between the ages 50-64; of low income with no health insurance. If you currently have health coverage you may use that insurance to take advantage of this convenient location. No appointment is necessary.

**Adult & Children's Monthly Calendar of Events:**

- Carrabelle: STEAM (ages 8-14) weekly, Thursdays at 4:00
- Carrabelle: STEAM 2 (ages 5-7), twice monthly, 2<sup>nd</sup> & 4<sup>th</sup> Wednesdays at 4:00
- Carrabelle: LEGO Club (ages 5-12), monthly 1<sup>st</sup> Tuesdays at 4:00
- Carrabelle Yoga: Instructional, Monday's at 4:00, Video – Tuesday, Wednesday, & Friday at 4:00
- Eastpoint: Teen Book Club, monthly for grades 6 – 12 , monthly 1<sup>st</sup> Wednesdays at 4:00
- Eastpoint: STEAM (ages 8-14), weekly, Thursday's at 4:00
- Eastpoint: Read With Me Storytime, bi-monthly, 2<sup>nd</sup> & 4<sup>th</sup> Thursdays each month at 10:30
- Eastpoint: Anime Club (ages 5<sup>th</sup> – 12<sup>th</sup> grade) – Monthly, 2<sup>nd</sup> Wednesdays at 4:00
- Eastpoint Book Chat: Monthly, 1<sup>st</sup> Tuesday at 1:30 (next meeting April 2, 2019)
- Eastpoint Yin Yoga: Tuesdays at 3:30, Monthly 1<sup>st</sup> & 3<sup>rd</sup> Friday's at 11:00
- Eastpoint Writer's Forum: Monthly, 3<sup>rd</sup> Wednesday's at 1:00 (next meeting, March 20)



**MEMO**

**To: Board of County Commissioners**

**From: Franklin County TDC**

**Date: April 16th 2019**

**Subject: TDC Report**

**Contract Discussion Update: On 4-10-19 at the Monthly TDC Meeting the TDC Board voted to recommend amending the current administrative contract between the County and Apalachicola Chamber of Commerce to reflect the previous administrations contract with paying \$42.00 a billable hour for administrative services to include the Director and Financial Director (Deb Davis) and all other hours generated by other employees as tdc billable hours at \$21.00 a hour. Also, they recommend that this is made retroactive to January 1<sup>st</sup> 2019. This does not change the up to amount that the Administration is allowed per contract length.**

**John C. Solomon  
Director  
Franklin County TDC**

## NOTICE OF LAND USE CHANGE

The Franklin County Board of County Commissioners proposes to adopt the following by ordinance: An Ordinance changing the Land Use on the following parcel of land in Franklin County:

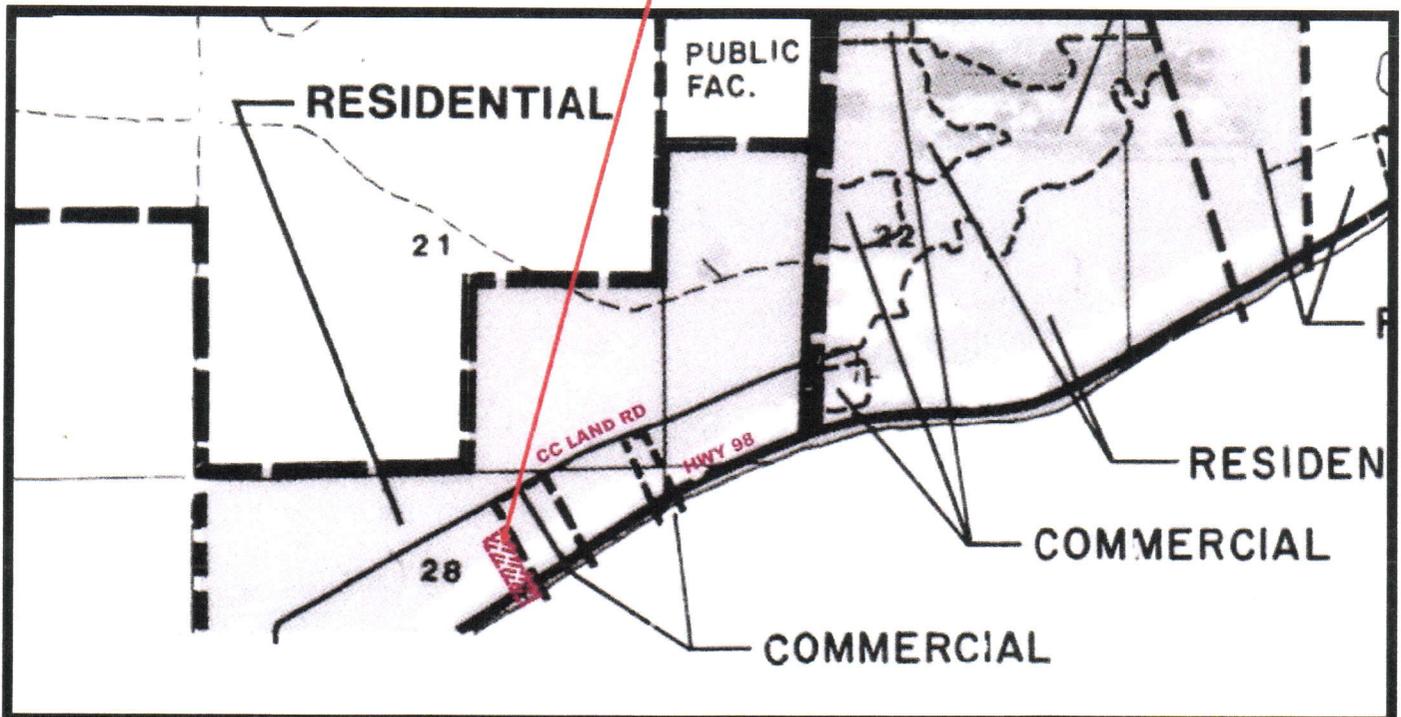
A 3.23+/- acre parcel lying in Section 28, Township 8 South, Range 6 West, Eastpoint, Franklin County, Florida, as shown on the attached map, be changed from Residential to Commercial.

A public hearing on the proposed change to the Land Use Map series will be held on Tuesday, April 16, 2019 at 10:00 a.m., in Courthouse Annex Board Room, 34 Forbes Street, Apalachicola, Florida. More information can be obtained and the proposed change may be inspected at the Franklin County Planning Department, 34 Forbes Street, Suite 1, Apalachicola, Florida 32320. Contact Amy Ham-Kelly at: 850-653-9783, Ext. 167.

Persons wishing to comment may do so in person at the public hearing or in writing to the Franklin County Board of County Commissioners, 33 Market Street, Suite 203, Apalachicola, Florida 32320. Transactions of this public hearing will not be recorded. Persons who wish to appeal any action resulting from this public hearing should make the necessary arrangements to assure that a verbatim record is made, including testimony and evidence, if any, upon which the appeal is to be based.

PUBLISH DATES: Thursday, March 28, 2019  
Thursday, April 4, 2019

### COASTLINE RENTALS, LLC LAND USE CHANGE FROM RESIDENTIAL TO COMMERCIAL



## NOTICE OF ZONING CHANGE

The Franklin County Board of County Commissioners proposes to adopt the following by ordinance: An Ordinance changing the Zoning on the following parcel of land in Franklin County:

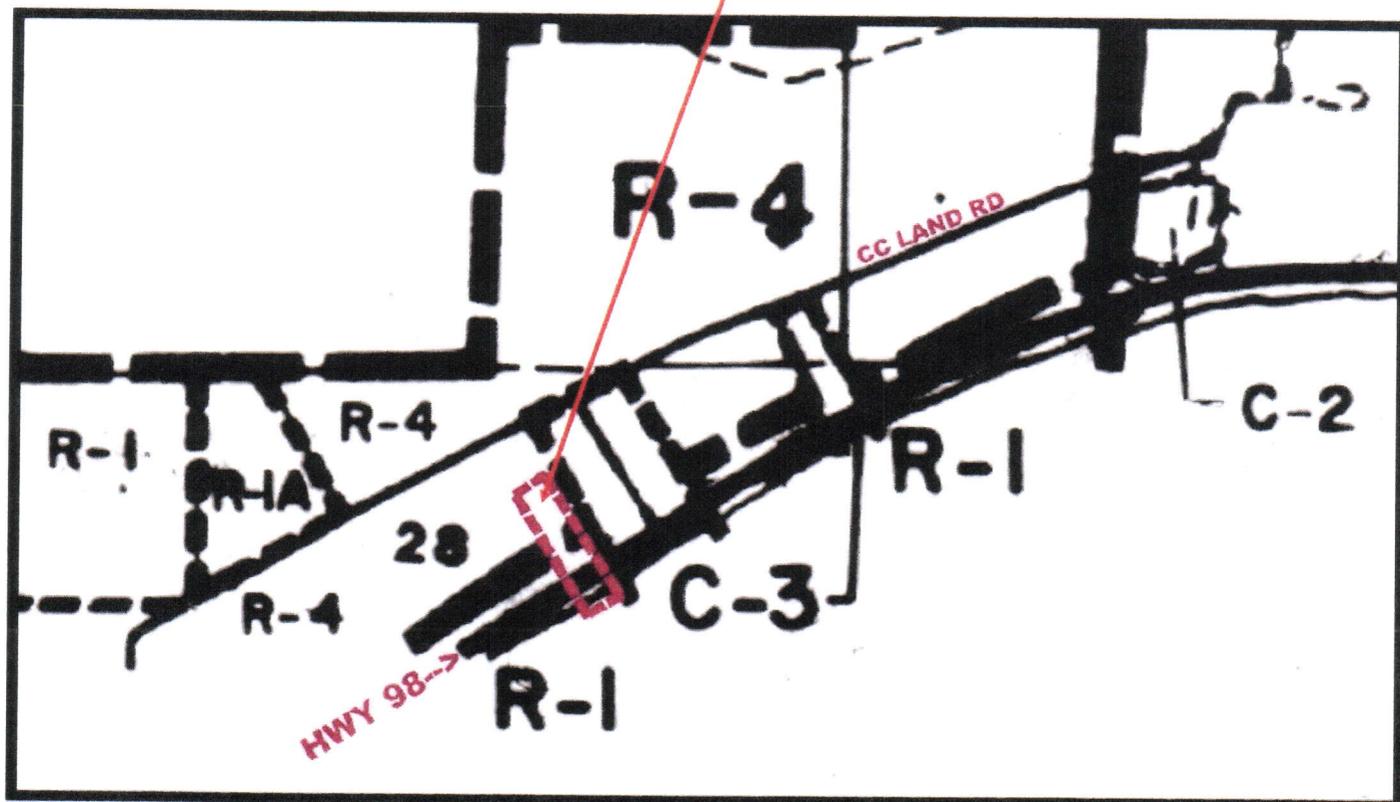
A 3.23+/- acre parcel lying in Section 28, Township 8 South, Range 6 West, Eastpoint, Franklin County, Florida, as shown on the attached map, be changed from R-1 Single Family Residential and R-4 Single Family Home Industry to C-3 Commercial.

A public hearing on the proposed change to the Zoning Map series will be held on Tuesday, April 16, 2019 at 10:00 a.m., in Courthouse Annex Board Room, 34 Forbes Street, Apalachicola, Florida. More information can be obtained and the proposed change may be inspected at the Franklin County Planning Department, 34 Forbes Street, Suite 1, Apalachicola, Florida 32320. Contact Amy Ham-Kelly at: 850-653-9783, Ext. 167.

Persons wishing to comment may do so in person at the public hearing or in writing to the Franklin County Board of County Commissioners, 33 Market Street, Suite 203, Apalachicola, Florida 32320. Transactions of this public hearing will not be recorded. Persons who wish to appeal any action resulting from this public hearing should make the necessary arrangements to assure that a verbatim record is made, including testimony and evidence, if any, upon which the appeal is to be based.

PUBLISH DATES: Thursday, March 28, 2019  
Thursday, April 4, 2019

### COASTLINE RENTALS, LLC RE-ZONING CHANGE FROM R-1 SINGLE FAMILY RESIDENTIAL AND R-4 SINGLE FAMILY HOME INDUSTRY TO C-3 COMMERCIAL



# FRANKLIN COUNTY ADVISORY BOARD OF ADJUSTMENT CONSENT AGENDA

TUESDAY, APRIL 16, 2019



**PLEASE NOTE:** THE ADVISORY BOARD OF ADJUSTMENT MAKES RECOMMENDATIONS TO THE FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING YOUR APPLICATION. ALL APPLICANTS ARE NOTIFIED THAT IF YOUR APPLICATION IS DENIED, IT MAY NOT BE RESUBMITTED FOR ONE YEAR. ALSO, ANY PERSON WISHING TO APPEAL THE RECOMMENDATIONS OF THE ADVISORY BOARD OF ADJUSTMENT OR THE DECISION OF THE FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONER BOARD ARE RESPONSIBLE TO ENSURE THAT A VERBATIM TRANSCRIPT OF THE PROCEEDINGS IS MADE.

1. **RECOMMENDED APPROVAL: (2-1 Vote)** Consideration of a request to raise the existing house above base flood elevation along with the decks in the same location as previously existed over the past 45 years on property described as 1610 Gulf Avenue, Carrabelle, Franklin County, Florida. Request submitted by Robert Mollergren and Leslie Denhard, Applicants.



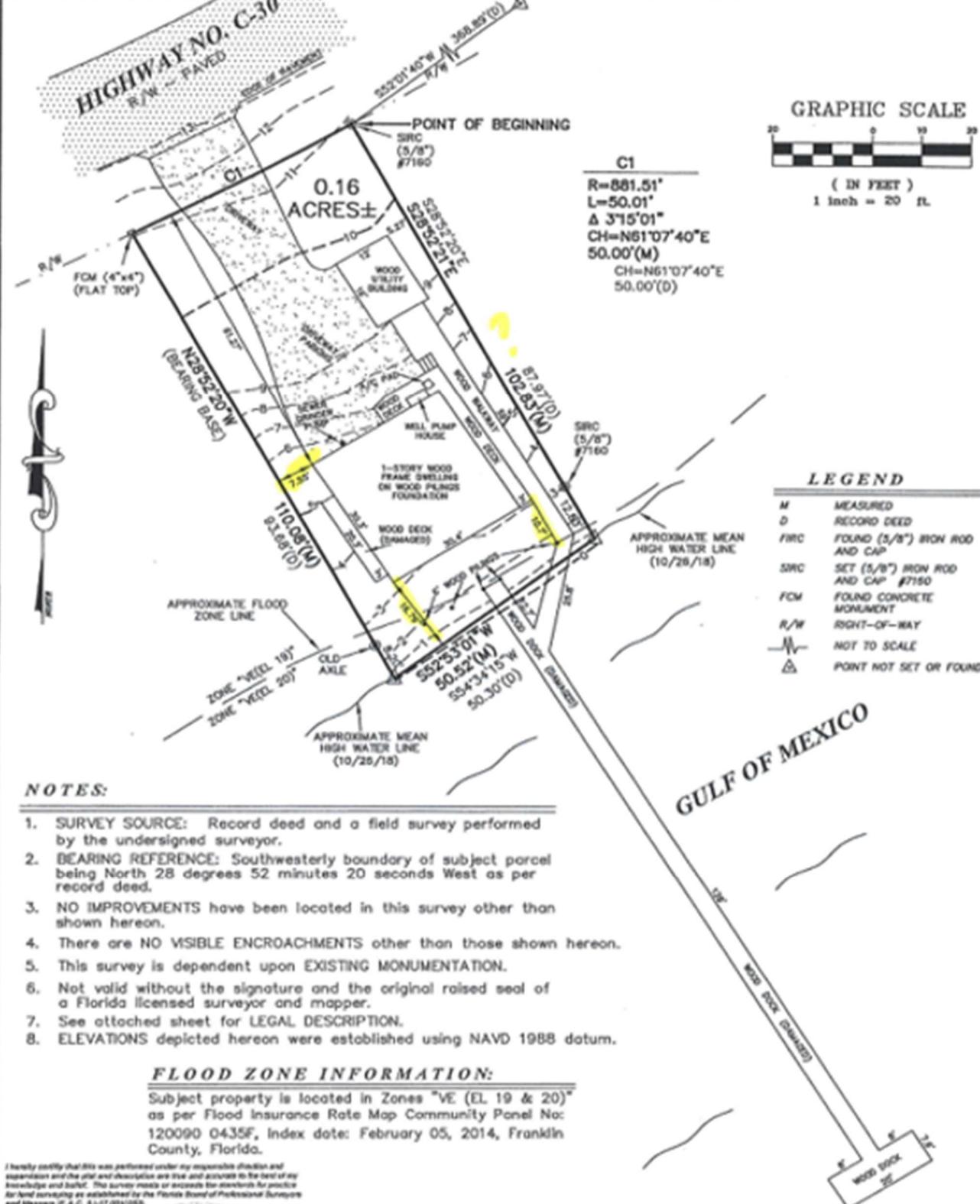
**Legend**  
□ Parcels  
Roads  
City Labels

Parcel ID	28-075-04W-0000-0030-0000	Alternate ID	04W07528000000300000	Owner Address	MOLLERGREN ROBERT & LESLIE
Sec/Twp/Rng	28-75-4W	Class	SINGLE FAM		DENHARD
Property Address	1610 C 30	Acreage	n/a		319 MORSE PLAZA
	CARRABELLE				FT MYERS, FL 33905
District	1				
Brief Tax Description	50 FT PARCEL FACING ST				

(Note: Not to be used on legal documents)

POINT OF COMMENCEMENT:  
NORTHWEST CORNER OF SECTION 28,  
TOWNSHIP 7 SOUTH, RANGE 4 WEST,  
FRANKLIN COUNTY, FLORIDA.

PLAT OF BOUNDARY & TOPOGRAPHICAL  
SURVEY CERTIFIED TO:  
LESLIE DENHARD



C1  
R=881.51'  
L=50.01'  
Δ 3°15'01"  
CH=N61°07'40"E  
50.00'(M)  
CH=N61°07'40"E  
50.00'(D)

LEGEND

M	MEASURED
D	RECORD DEED
FIRC	FOUND (5/8") IRON ROD AND CAP
SIRC	SET (5/8") IRON ROD AND CAP #7150
FCM	FOUND CONCRETE MONUMENT
R/W	RIGHT-OF-WAY
⎓	NOT TO SCALE
△	POINT NOT SET OR FOUND

NOTES:

1. SURVEY SOURCE: Record deed and a field survey performed by the undersigned surveyor.
2. BEARING REFERENCE: Southwesterly boundary of subject parcel being North 28 degrees 52 minutes 20 seconds West as per record deed.
3. NO IMPROVEMENTS have been located in this survey other than shown hereon.
4. There are NO VISIBLE ENCROACHMENTS other than those shown hereon.
5. This survey is dependent upon EXISTING MONUMENTATION.
6. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
7. See attached sheet for LEGAL DESCRIPTION.
8. ELEVATIONS depicted hereon were established using NAVD 1988 datum.

FLOOD ZONE INFORMATION:

Subject property is located in Zones "VE (EL 19 & 20)" as per Flood Insurance Rate Map Community Panel No: 120090 0435F, Index date: February 05, 2014, Franklin County, Florida.

I hereby certify that this was performed under my supervision, direction and supervision and the plan and description are true and accurate to the best of my knowledge and belief. The survey meets or exceeds the standards for practice for land surveying as established by the Florida Board of Professional Surveyors and Mappers (F.A.C. 11-17.001(9)).

The undersigned surveyor has not been providing a current title opinion or abstract of matters affecting title of property to the subject property. It is possible there are deeds of records, unrecorded deeds, easements or other instruments which could affect the boundaries.

JAMES C. RODDENBERRY  
Surveyor and Mapper  
Florida Certificate No. 4281



**TR & A** THURMAN RODDENBERRY & ASSOCIATES, INC.  
PROFESSIONAL SURVEYORS AND MAPPERS  
P.O. BOX 188 • 221 SHELTON STREET • SOPCHOPPY, FLORIDA 32318  
PHONE: 904.444.4444 FAX: 904.444.4444  
L.S. & T.M.

DATE: 10/31/18	DRAWN BY: SB	N.B. 809 PLS.38	COUNTY: FRANKLIN
FILE: 18435.DWG	DATE OF LAST FIELD WORK: 10/26/18	JOB NUMBER: 18-495	

## **Franklin County Planning & Zoning Consent Agenda**

**April 16, 2019 Franklin County Courthouse Annex**

PLEASE NOTE: PLANNING AND ZONING COMMISSION MAKES RECOMMENDATIONS TO THE FRANKLIN COUNTY BOARD OF COMMISSIONERS REGARDING YOUR APPLICATION. ALL APPLICANT'S ARE NOTIFIED THAT IF YOUR APPLICATION IS DENIED, IT MAY NOT BE RESUBMITTED FOR ONE YEAR. ALSO, ANY PERSON WISHING TO APPEAL THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION OR THE DECISION OF THE FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONER BOARD ARE RESPONSIBLE TO ENSURE THAT A VERBATIM TRANSCRIPT OF THE PROCEEDINGS IS MADE.

### **CRITICAL SHORELINE APPLICATION:**

1. **RECOMMENDED APPROVAL: (Unanimous- Member Reigelmayer recused himself)** Consideration of a request to construct a Single Family Private Dock on property described at Lot 11 Bay Cove Village, 2019 Turpentine Trail, St. George Island, Franklin County, Florida. The proposed dock will have a 371' x 4' access walkway with a 8' x 20' terminus and (2) 12' x 20' boatlifts. The applicant has the DEP permit but will be contingent upon receiving the Army Corps of Engineer permit. Request submitted by Garlick Environmental Associates, Inc., agent for Steve and Heather Rash, applicant. (Proposed House)

### **LAND USE AND RE-ZONING APPLICATION:**

2. **2 SEPARATE MOTIONS FOR DENIAL AND APPROVAL BOTH FAILED:** Consideration of a request for a Land Use Change from Commercial and Residential to Serenity Seaside Resort PUD (Planned Unit Development) and Re-Zoning Change from C-2 Commercial Business and R-2 Single Family Mobile Home to Serenity Seaside Resort PUD of a 57.08 acre parcel located in Section 36, Township 8 South, Range 7 West also known as 105 Island Drive, Eastpoint, Franklin County, Florida. Request submitted by Garlick Environmental Associates, Inc., agent for Serenity Seaside Resort, LLC., applicant.

PREPARED BY: GARLICK ENVIRONMENTAL ASSOCIATES, INC.



APPLICANT/CLIENT: Steve Rash  
WATERBODY/CLASS: Apalachicola Bay / ClassII / DFW / AP  
PURPOSE: Dock Permit  
PROJECT LOCATION / USGS: St George Island / Franklin County  
LATITUDE:  
LONGITUDE:  
SECTION: 22 TOWNSHIP: 9 South      RANG: 10 West

JOB: 19-028  
DEP:  
COE:  
OTHER:  
DATE: February 28, 2019  
SHEET: 1/4



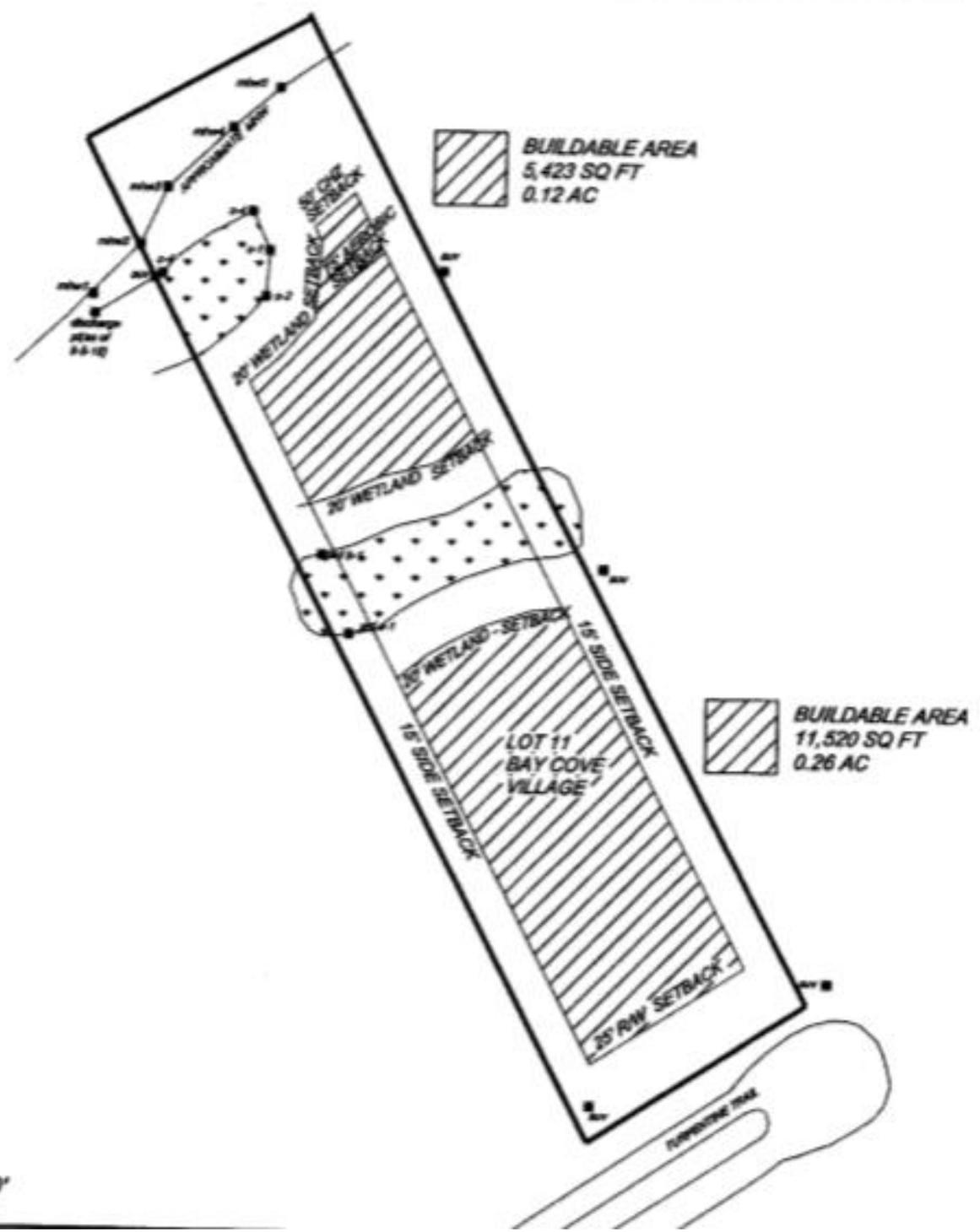


# PREPARED BY: GARLICK ENVIRONMENTAL ASSOCIATES, INC.



APPLICANT/CLIENT: Steve Rash  
WATERBODY/CLASS: Apalachicola Bay / Class II / OFW / AP  
PURPOSE: Development Feasibility Assessment  
PROJECT LOCATION / USGS: St George Island / Franklin County  
LATITUDE:  
LONGITUDE:  
SECTION: 22 TOWNSHIP: 9 South      RANG: 10 West

JOB: 18-106  
DEP:  
COE:  
OTHER:  
DATE: September 6, 2018  
SHEET: 2/3



SCALE 1" = 60'

PREPARED BY: GARLICK ENVIRONMENTAL ASSOCIATES, INC.



APPLICANT/CLIENT: Steve Rash  
WATERBODY/CLASS: Apalachicola Bay / ClassII / OFW / AP  
PURPOSE: Residential Dock  
PROJECT LOCATION / USGS: St George Island / Franklin County  
LATITUDE:  
LONGITUDE:  
SECTION: 22 TOWNSHIP: 9 South      RING: 6 West

JOB: 19-028  
DEP:  
COE:  
OTHER:  
DATE: February 28, 2019  
SHEET: 2/4



PREPARED BY: GARLICK ENVIRONMENTAL ASSOCIATES, INC.



APPLICANT/CLIENT: Steve Rash

WATERBODY/CLASS: Apalachicola Bay / Class II / OFW / AP

PURPOSE: Residential Dock

PROJECT LOCATION / USGS: St George Island / Franklin County

LATITUDE:

LONGITUDE:

SECTION: 22 TOWNSHIP: 9 South RANG: 6 West

JOB: 19-028

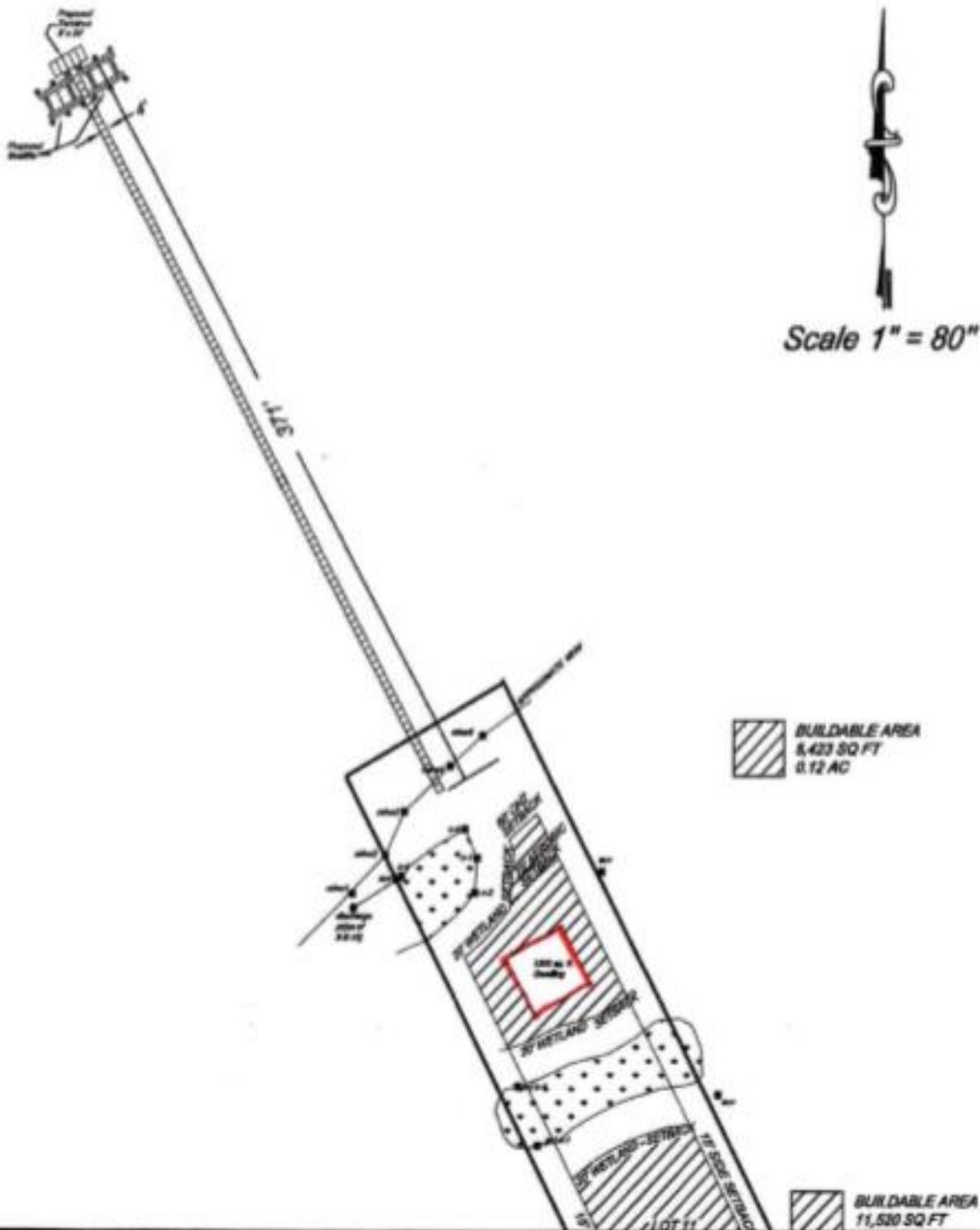
DEP:

COE:

OTHER:

DATE: February 28, 2019

SHEET: 1/4



**ED BY: QAD BY: GARLICK ENVIRONMENTAL ASSOCIATES, INC.**

SEACREST RD - PANAMA FLORIDA 32329-0300 (904) 883-8888 FAX (904) 883-9888 garlick@garlickenv.com

BY: Steve Roach INT: Steve Roach

APP: 18-028

JOB: 18-028

APP: Apalachicola ASS: Apalachicola River

APP:

DEP:

INT: Donal Dock

COE:

COE:

NM / USGS:

OTHER:

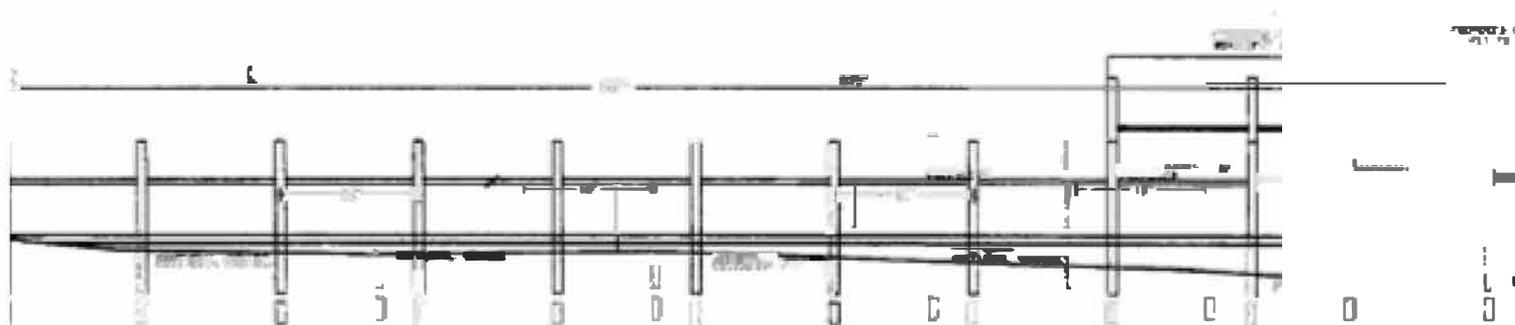
DATE: February 28, 2018

SHEET: 4/4

DATE: February 28, 2018

SHEET: 4/4

MNSHP: 9 South      RNG: 6 West

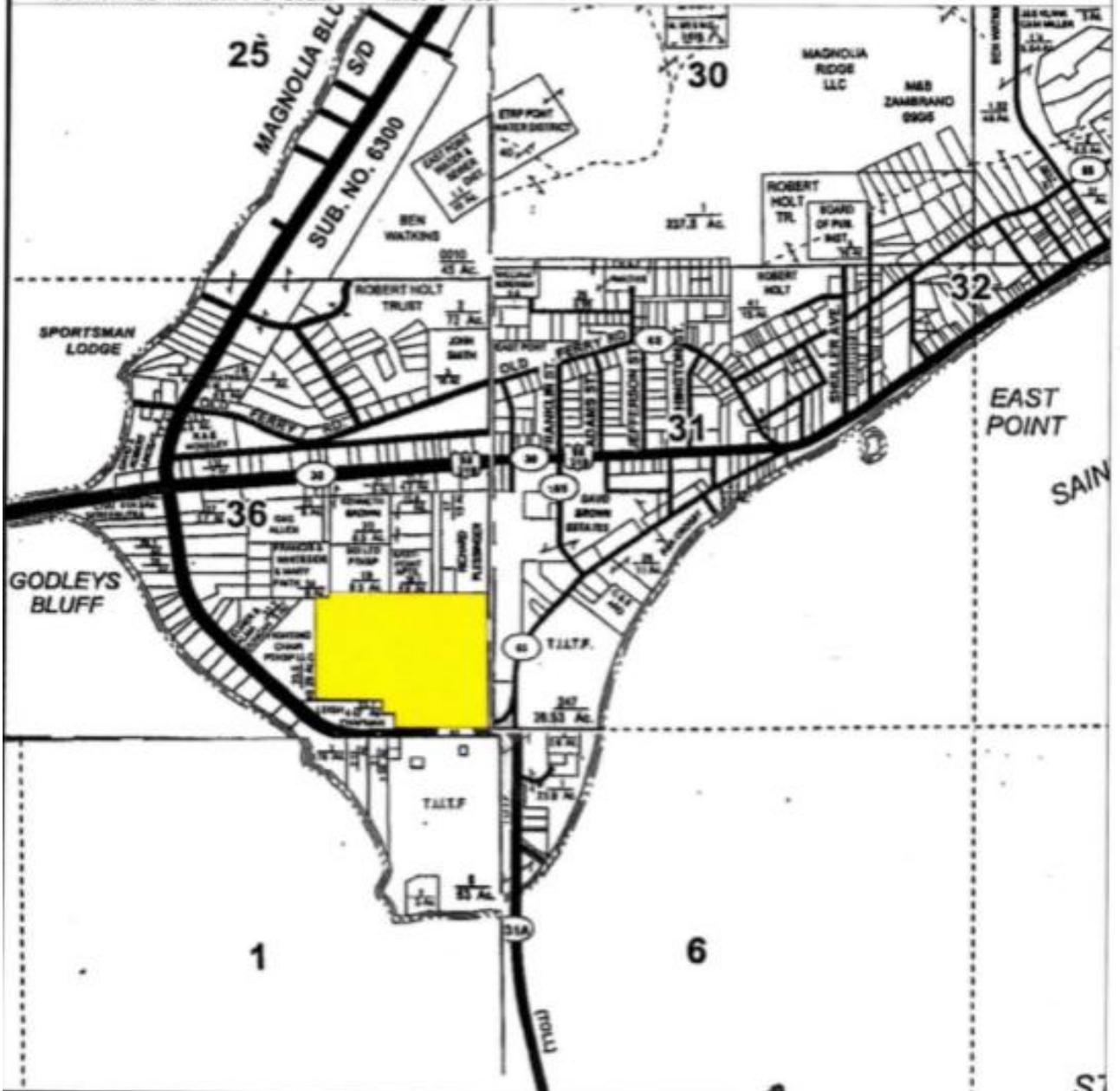


PREPARED BY: GARLICK ENVIRONMENTAL ASSOCIATES, INC.



APPLICANT/CLIENT: Eastpoint Resort  
WATERBODY/CLASS: N/A  
PURPOSE: WD - LPS - NFI  
PROJECT LOCATION / USGS: Eastpoint  
LATITUDE:  
LONGITUDE:  
SECTION: 36 TOWNSHIP: 8 South    RING: 7 West

JOB: 17-121  
DEP:  
COE:  
OTHER:  
DATE: December 4, 2017  
SHEET: 1/4



PREPARED BY: GARLICK ENVIRONMENTAL ASSOCIATES, INC.



APPLICANT/CLIENT: Eastpoint Resort

WATERBODY/CLASS: N/A

PURPOSE: WD - LPS - NFI

PROJECT LOCATION / USGS: Eastpoint

LATITUDE:

LONGITUDE:

SECTION: 36 TOWNSHIP: 8 South      RANG: 7 West

JOB: 17-121

DEP:

COE:

OTHER:

DATE: December 4 2017

SHEET: 2/4



Soil Map—Franklin County, Florida



FRANKLIN COUNTY, FLORIDA ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF FRANKLIN COUNTY, FLORIDA, AMENDING THE ZONING CODE: AMENDING THE FRANKLIN COUNTY FUTURE LAND USE MAP TO COMMERCIAL MIXED-USE AND DESIGNATING AND ESTABLISHING THE **Serenity Seaside Resort** PLANNED UNIT DEVELOPMENT; ADOPTING CERTAIN REGULATORY REQUIREMENTS FOR THE **Serenity Seaside Resort** PLANNED UNIT DEVELOPMENT TO SUPPLEMENT REQUIREMENTS IN THE FRANKLIN ZONING CODE; PROVIDING FOR RESOLUTION OF CONFLICTS WITHIN THE FRANKLIN COUNTY ZONING CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Craig R. Dermody and Lindlee Dermody (hereinafter applicant **Serenity Seaside Resort L.L.C.**) have filed an application for a Planned Unit Development approval of a 57.08-acre MOL parcel of land located

in Franklin County, Florida, presently with a Land Use Designation as Residential and Commercial and a Zoning Designation of R2 and C2 under the Franklin County Zoning map, which allows various commercial uses of the property ranging from Truck & automotive repair, restaurants, lounges, food services, retail, public assembly halls, entertainment centers; and with its R2 areas allowing single family dwellings including mobile homes on septic tank sewerage.

WHEREAS, the applicant recognizes the significant environmental features of the property and desires to create a mixed-use development that combines commercial and residential uses of the property which will protect those features by clustering the development in less significant areas; and

WHEREAS, Franklin County recognizes that clustering development requires flexibility in lot size and setback standards established in the Code; and that the area is contained in the Eastpoint Urban Service Area (USA) providing central sewer collection and treatment and potable water.

WHEREAS, the development of this property as applicant proposes will; protect environmentally sensitive land, provide natural vegetation buffers on its perimeters; provide economic benefit to the local tourism industry, ensure compatibility with surrounding land uses; improve public health, safety and welfare of the community by eliminating illegal activities, i.e., dumping and trespassing; and

WHEREAS, Franklin County finds and determines that the provisions of this Ordinance promote the public health, safety and welfare by promoting sound and innovative land development practices that build on the requirements of the Franklin County Land Use Plan and Zoning Code by recognizing and preserving significant environmental features on the property, while preserving and protecting the owner's property rights, and

WHEREAS, the Board of County Commissioners of Franklin County has conducted a public hearing with due notice;

NOW, THEREFORE, BE IT ORDAINED BY THE FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS THAT THE FRANKLIN COUNTY ZONING ORDINANCE IS HEREBY AMENDED TO INCLUDE THE FOLLOWING NEW DISTRICT;

#### SECTION 1. NAME

The ordinance shall be known as the **Serenity Seaside Resort** Planned Unit Development. (**Serenity Seaside Resort PUD**)

#### SECTION 2. APPROVAL

The application for the establishment of the **Serenity Seaside Resort PUD** on the land legally described within the Legal Description, which is attached hereto and incorporated herein by reference, is hereby approved subject to the conditions in the Ordinance. The application and all documentation submitted by the Application in support of it are hereby incorporated by reference.

#### SECTION 3. PERMITTED USES.

The following uses shall be principal and accessory permitted uses within the **Serenity Seaside Resort PUD**, with all structures therein served by central sewer and water provided by the Eastpoint Water & Sewer District:

- PRINCIPAL: 1) Hotel with a maximum of 70 units  
2) Single Family Residential Lots for detached dwellings – with a maximum 56 dwellings units

- ACCESSORY: 1) Those activities clearly ancillary and incidental to Resorts, including Bathhouse, Laundry, Clubhouse, Swimming Pool, Grill and Coffee Shop in clubhouse, Registration Office with Limited Convenience Retail, Maintenance Building and Fenced

Storage Yard, community room, Multi-modal Trails, Docks, Conservation/Open Space, etc.

2) uses of land customary, incidental and subordinate to one of the principal permitted uses, unless otherwise excluded.

**OFF STREET PARKING AND LOADING REQUIREMENTS:** Residential parking requirements shall comply Section 430 & 440 of the zoning code.

**SPECIAL EXEPTIONS:** No special exception or changes in allowable use except as specifically set forth in the foregoing, shall be allowed without prior permission of the Franklin County Board of County Commissioners.

**SECTION 4. DEVELOPMENT STANDARDS DENISTY and COVER (Please see Conceptual Land Use Site Plan and Table)**

- 1) Common Areas (Green Space (20.6 acres), Wetlands (7.68 acres)Lake (5.61 acres), Upland Buffers (5.755 acres)  
39.65 acres (69.5 % total area);
  - 2) Commercial Density 70 Units (25 Unit Hotel with 50 Motor Court Cottages (450 sq ft on 600 ft spaces), Maintenance Building, Common Area Amenities) swimming pool, grill-bar exercise area)  
4.78 Acres (8.4% total area);
  - 3) Residential Density 56 Units (1200 sq ft buildings on 6000 sq ft lots)  
7.4 Acres (13 % total area)
  - 4) Infrastructure (roads, sidewalks, stormwater management underground utilities)  
5.28 Acres (9.3 % total area )
- TOTAL AREA 57.08 Acres

**Building Setbacks:**

- 1) Commercial – 25 ft front set back, 10 ft on rear and sides;
- 2) Residential – 5-ft side, 20-ft rear 15 ft front

**MINIMUM LOT SIZE:** Minimum lot size for Residential will be 6000 sq ft. The minimum lot size for the Commercial stand alone cottages will be 800 sq ft including parking and outdoor uses.

**MAXIMUM BUILDING HEIGHT:** Shall be 47 feet for all buildings and structures per Section 462 of Zoning Ordinance.

**MAXIMUM IMPERVIOUS COVERAGE:** 80%

**SIGNS:** Signs in accordance with Section 450 Zoning Ordinance.

**LIGHTING:** Area lights may be provided but must be restricted to minimize visibility from adjacent residential properties.

**UTILITIES:** Water and Sewer will be provided by and operated and managed by the Eastpoint Water & Sewer District (EWSD). Telephone, TV cable and electrical shall be underground.

**STREETS:** Streets shall be private, having a 22 ft driving surface area with curb and gutter. The arterial road will be a minimum of a 50ft right of way which will contain the referenced utilities as required by the utility installer.

**STORMWATER:** an innovative stormwater collection and management system (SWM) will be used to collect and treat runoff which minimizes clearing and creates a more natural space between roads and stormwater management facilities.

The innovative features will include stormwater collection by curb and gutter transported to a series of swales and retention areas that are screened from the driving surface by vegetative buffers. The final engineered SWM will be approved by the Northwest Florida Water Management District.

## SECTION 5. FUTURE PLAT(S), SITE PLAN(S) AND PHASING

The Planned Unit Development as illustrated by the Site Plan will be developed as a phased development. The phases will be driven by market demand. The Site plan contains three (3) phases of the Commercial Development and three (3) phases of the Residential Development.

## SECTION 6. CONCEPTUAL LAND USE PLAN

The Conceptual Land Use Plan attached hereto is intended to depict the general location of the commercial recreational and residential areas, together with the roads, development within the property will be described on the final plat(s) or site plan(s), as applicable. Amendments to the Conceptual Land Use Plan may be made as provided below.

## SECTION 7. AMENDMENTS TO THE PUD

Requests for any amendment to this Ordinance or the Conceptual Land Use Plan shall be submitted to the Franklin County Planning & Building Department for review and determination of appropriate actions.

## SECTION 8. PUBLIC FACILITIES

The potable water distribution facilities and waste water collection facilities shall be constructed in accordance with plans and standards approved by the Eastpoint Water & Sewer District (EWSD) and/or the Florida Department of Environmental Protection, as applicable, such that the EWSD will accept responsibility for the operation, maintenance and repair of such facilities. Necessary easements shall be available to the EWSD to maintain and repair the facilities.

## SECTION 9. ENFORCEMENT

The Franklin County Board of County Commissioners may enforce this Ordinance as authorized by law.

## SECTION 10. OTHER ORDINANCES

Specific provisions of this PUD Ordinance shall prevail over conflicting provisions of the Franklin County Zoning Code as they apply to the Property. Except as specifically modified or changed in the Ordinance, all provisions of the Franklin County Zoning Code and the Franklin County Subdivision ordinance shall apply in the **Serenity Seaside Resort PUD** in the same manner as throughout the County. Also, Franklin County Ordinance 13.04, Flood Hazard is applicable to lands within this district.

## SECTION 11. ZONING MAP

Upon this Ordinance becoming effective, the Franklin County Zoning Map shall be amended to show the property described on the attached Legal Description as **Serenity Seaside Resort PUD**.

**SECTION 12. SEVERABILITY**

The provisions of this Ordinance are hereby declared to be severable. If any provision of this Ordinance, or the application thereof, to any person or circumstances is held to be invalid, such invalidity shall not affect the other provisions of applications of the Ordinance that can be given without the invalid provision or application.

**SECTION 13. EFFECTIVE DATE.**

This Ordinance was adopted in a regular open meeting this \_\_\_\_\_ day of \_\_\_\_\_, 2019 after notice of intent to consider same was made and evidence thereof kept by the County Clerk.

**BOARD OF COUNTY COMMISSINERS OF FRANKLIN COUNTY**

By its \_\_\_\_\_  
Chairman

Attest: \_\_\_\_\_ (Seal)  
Clerk



# ACTIVITY 510

April 2019



## COMMUNITY RATING SYSTEM PROGRESS REPORT

Franklin County, Florida  
120088-NFIP Community

- 1- Name of CRS Floodplain Management Plan. Franklin County Local Mitigation Strategy
- 2- Date Adopted: December 15, 2015
- 3- Have any revisions been made to the plan, or are revisions underway at this time to ensure compliance with both DMA2K and CRS requirements as implemented in the 2002 CRS Coordinator's Manual? If so, what is the expected date of completion for these revisions?  
The Franklin County Local Mitigation Strategy underwent FEMA review and was approved January 25, 2016 and is due to expire January 25, 2021.
- 4- Location where copies are available for review: Franklin County Planning & Building Dept.  
34 Forbes Street, Suite 1  
Apalachicola, FL 32320  
(850) 653-9783
- 5- Summarize any floods that occurred during the year (if any). Franklin County was heavily impacted by Hurricane Michael and experienced a real-world flooding event.
- 6- What impact did the flood have on the repetitive loss area? It greatly affected our repetitive loss properties and many other areas tremendously.
- 7- On a separate sheet, list each element of the original plan and note how much was accomplished during the previous year. See attached list
- 8- Were any of the objectives not reached or is implementation behind schedule? If so, state why. Not all objectives were reached during this year. Overall, implementation is on schedule and in progress.
- 9- Should new projects be started or should any of the recommendations or objectives be revised? New objectives were proposed in the updated LMS Project List in 2018.
- 10- The Progress Report discussed and/or made available at a public meeting (This submittal must include documentation that the report was submitted to the governing body, i.e. meeting minutes, released to the media, made available to the public and or prepared by the same planning committee that prepared the plan.) For purposes of this report, the governing body is the governing body of the respective community, i.e. commission, council, etc., Working group minutes are not sufficient.

This progress report was presented to the Franklin County Board of County Commissioners on Tuesday, April 16, 2019. Copies of the report were also provided to the local newspapers and radio station, and the State NFIP Coordinating Office.

FOR MORE INFORMATION PLEASE CONTACT THE FOLLOWING:

**Amy M. Kelly, CFM**  
**Floodplain Administrator**  
34 Forbes Street, Suite 1  
Apalachicola, FL 32320  
(850) 653-9783, Ext. 167



## LOCAL MITIGATION STRATEGY (LMS) MEETING

Franklin County Emergency Management  
28 Airport Road, Apalachicola, FL 32320  
Phone: 850-653-8977 Fax: 850-653-3643

## 2018 UPDATE ON PROJECTS

### COMPLETED ITEMS

#### COMPLETED PROJECT:

##### **Institute Flag System/Display Board for Beaches.**

- *Franklin County Parks and Recreation has a flag system in place and is maintained by the Franklin County Parks and Recreation. There are 2 on St. George Island and 1 in Carrabelle. The signage and information so that visitors are aware of the flag system. They are looking into installing more flags and a flasher board for visitors. Franklin County Parks and Recreation has completed the project.*

#### COMPLETED PROJECT:

##### **Install Weather, Water and Wind Gauges on all bridges and in various point around Frankl.**

- *Franklin County Emergency Management partnered with Weather Stem to place a weather reporting station on St. George Island Fishing Pier. FDOT has installed wind gauges on all bridges. Franklin County Emergency Management has received data from DOT.*

#### COMPLETED PROJECT:

##### **Perform a study on the effects of severe hurricanes, high winds, tropical storms, tornadoes and storm surge on businesses that perform essential services to the community.**

- *ARPC has communicated with FCEM and stated that this study has been completed.*

### NEW, ONGOING, DEFERRED OR INCOMPLETE PROJECTS:

#### PROJECT ONE: NEW- INCOMPLETE/5 Year Plan

##### **Update and enhance all communications equipment throughout the county.**

- *All Agencies are evaluating/ discussing options for interperal communications throughout the county.*

#### PROJECT TWO: INCOMPLETE/5 Year Plan

##### **To Build a new EOC in a central location within Franklin County, possible location adjacent to Highway 65 in Eastpoint, FL.**

- *Franklin County is looking at possible BP funds for building a new Multi-Agency Building.*

#### PROJECT THREE: INCOMPLETE/5 Year Plan

##### **Utilizing the old Bay Work Camp as a Volunteer Disaster Corp Training Facility.**

- *Various non-profits and county partners will be assisting with the work and funding for this project.*

#### PROJECT FOUR: INCOMPLETE/5 Year Plan

##### **Construct A New Access Road at the Franklin County School for Emergency Use.**

- *Franklin County School and Forestry are constructing an access road through the forest for Emergency Access only to the facility- FFS has given consent for permitting.*

#### PROJECT FIVE: NEW-INCOMPLETE/5 Year Plan

##### **Purchase and install an oxygen filling station that can be utilized after a disaster.**

- *New Project for FLDOH- Hurricane Michael left a lot of residents with out access to oxygen and would like to use this as regional asset.*

**PROJECT SIX: NEW-INCOMPLETE/5 Year Plan**

**Carrabelle Fire Hydrant System extended to West Side of County located between the light house and yents bayou.**

- *Carrabelle Fire Department needs Fire Hydrants on the west side of Carrabelle to improve fire response to the county. Awaiting Funding.*

**PROJECT SEVEN: NEW-INCOMPLETE/5 Year Plan**

**Install Generator for Weems Hospital/Carrabelle Weems East.**

- *Install Generator to power the hospital in the event of a major disaster.*

**PROJECT EIGHT: ON-GOING/5 Year Plan (Awaiting funding for the fiscal year)**

**Perform mitigation on efforts on residence homes against severe hurricanes, high winds, tropical storms, tornadoes and storm surge on low/moderate income, owner occupied homes.**

- *Franklin County is currently working on a Hurricane Loss Mitigation Program for Franklin County residents.*

**PROJECT NINE: NEW-INCOMPLETE/5 YEAR Plan**

**Wind retrofit Critical Facilities**

- *Franklin County has several Critical Facilities that are in need of wind retrofit. Wind retrofitting the building will allow county agencies to be more resilient.*

**PROJECT TEN: ONGOING/5 Year Plan**

**Continue to plan vegetation along the county's coastal region to reduce erosion, enhance the formation of sand dunes and to protect roads from washouts.**

- *This is ongoing project- FCEM and ANEER are working with several agencies to mitigate sand dunes and protect roads.*

**PROJECT ELEVEN: ON-GOING/5 Year Plan**

**Identify the critical facilities in the county and review the hazards that could have a negative impact on them after a severe storm event. Evaluate on incorporating and relevant data into the GIS system.**

- *All critical facilities have been identified and GPS coordinates are completed. Surge maps with 911 data and base study is currently being completed by the ARPC.*

**PROJECT TWELVE: NEW-INCOMPLETE/1 Year Plan**

**Install generators at 2 lift stations in Eastpoint.**

**PROJECT THIRTEEN: NEW-INCOMPLETE/5 Year Plan**

**Acquire a generator for the Road Department for Fuel Barn.**

- *Purchase new generator for the fuel barn to dispense fuel during a disaster*

**PROJECT FOURTEEN: ONGOING**

**Improve efforts in debris removal of dead, dying or diseased trees and branches next to road and highways.**

- *Duke Energy maintains the power lines. State DOT Contractor maintains the Franklin County State highways.*

**PROJECT FIFTEEN: ONGOING**

**Work with the Florida Forest Service on evaluating the defensible space on all the critical facilities throughout the county.**

- *The Franklin County EM Director sent specifics to the local Florida Forest Service. Florida Forest Service will provide the information on the defensible space on critical facilities*

**PROJECT SIXTEEN: ONGOING**

**Work with the Florida Forest Service and develop and participate in the Community Wildfire Protection Plans (CWPP) to reduce wildfire risks within the Wildland-Urban Interface. And inform the public of the Fire wise building and landscape design principles and the Ready, Set, Go program.**

- *Grant for 128,000 to due boundary cutting to provide a defensible space. FFS is constantly looking for new project areas.*

### **PROJECT SEVENTEEN: ONGOING**

**Work with the Florida Forest Service in offering forest protection education in the county's schools.**

- *Florida Forest Service has secured a scholarship for 20,000 a year for a graduate Franklin County School graduate further education in Forestry. Agriculture class and FFS continually provides Forest Protection education to all Franklin County Students. Summer program 2 students spent 3 days a week working in the Forest Service- Given one 80,000 Scholarship to a FCHS student.*

### **PROJECT EIGHTEEN: ONGOING**

**Conduct Community Emergency Response Team (CERT) training for the Franklin County Residents.**

- *Franklin County has a CERT group and continues to provide CERT training. This is an on-going program for the county.*

### **PROJECT NINETEEN: NEW-INCOMPLETE/5 Year Plan**

**Construct a new Fire Station in Alligator Point.**

- *Location for new Fire Station has been identified and old fire station can be purchased with HLMP as a repetitive loss structure.*

### **PROJECT TWENTY: NEW-INCOMPLETE/5 Year Plan**

**Apalachicola Install Generator at Critical Facility locations (City Hall, Police Dept., Fire Dept., wastewater treatment facility, water plant).**

- *Need for Generator during extended power outages. Operational Continuity throughout the City of Apalachicola.*

### **PROJECT TWENTY ONE: ONGOING-INCOMPLETE/Within a 5 Year Time Frame**

**Protect and improve functioning of wetlands and waterways by eliminating and educating residents on living shorelines.**

- *ANNEC/FFS work together year round to locate/eliminate and improve the living shoreline through education and environmental projects.*

### **PROJECT TWENTY TWO: NEW**

**Acquire Land and Construct New Landfill**

- *Franklin County Landfill is very limited. FCBOCC is looking for a new location for landfill expansion..*

### **PROJECT TWENTY THREE: NEW**

**Replace the components on the Eastpoint sewer lift station.**

- *The Eastpoint Water & Sewer District has secured \$150,000 in funding but still require an additional \$150,000 to complete the station and add a generator to this location. This is a critical mitigation project for the Town of Eastpoint. This sewer lift station serves the county jail and landfill. The components need to be replaced in order for the system to function properly. Project will be completed in June 2019.*

### **PROJECT TWENTY FOUR: ONGOING-INCOMPLETE/ 5 Year Plan**

**Protect County Road 370 (Alligator Point Road) from hurricane storm surge..**

- *Project is to move the road inland and acquire the repetitive loss property.*

### **PROJECT TWENTY FIVE: ONGOING-INCOMPLETE/Within A 5 Year Time Frame**

**Identify all flood prone properties and disaster hazard zones to improve the emergency response time and data collection on damage assessment through the county GIS system.**

- *FCEM / Flood Plain Manager are working on systems that utilize the maps to identify all repetitive flood prone areas in ensure quicker emergency response time in the event of a disaster.*

### **PROJECT TWENTY SIX: NEW-INCOMPLETE/Within A 5 Year Time Frame**

**Install sirens at various points throughout the county.**

- *Sirens are located at DW Wilson Park, Carrabelle RV Park and Franklin County School- Develop a maintenance plan.*

**PROJECT TWENTY SEVEN: NEW-INCOMPLETE/Within a 5 Year Time Frame**

**Develop and deliver Disaster Resistant programs for the business and residential communities on "how to prepare" for future disasters.**

- *FCEM office delivers ongoing programs and distributes materials on how to prepare for future disasters to the residential and business community. This is an ongoing project. FCEM continually educate all Franklin County Residents in being Disaster ready.*

**PROJECT TWENTY EIGHT: NEW-INCOMPLETE/Within a 5 Year Time Frame**

**Mitigate storm damage caused by flooding on Alternate US 98 (Gulf Avenue, CR 30A South) and SE 12th Street in Carrabelle.**

- *Studies have been completed by the Carrabelle ECT and the priority is funding for this project. It is on the priority list for appeal to BP if funding becomes available. The goal would be install additional culverts and conduct a restoration of the wetland area known as "the frog pond."*

**PROJECT TWENTY NINE: NEW-INCOMPLETE/Within a 5 Year Time Frame**

**Storm Water Project for Carrabelle- areas identified as areas prone to drainage flooding.**

**PROJECT THIRTY: ONGOING/Within a 5 Year Time Frame**

**Raise areas of CR 67 to prevent road flooding.**

**PROJECT THIRTY ONE: DEFERRED-INCOMPLETE/Within a 5 Year Time Frame**

**Identify public and private school facilities that are in need of a wind retrofit.**

- *Funding*

**PROJECT THIRTY TWO: NEW-INCOMPLETE/Within a 5 Year Time Frame**

**Relocation of Apalachicola City Hall.**

- *Apalachicola City Hall was damaged during Hurricane Michael and is located in a flood prone area. City is seeking to relocate out of the flood prone area.*

**NEW PROJECT THIRTY THREE: NEW-INCOMPLETE/Within a 5 Year Time Frame**

**Acquisition of repetitive damage on River front property in Apalachicola.**

- *Several businesses have had repetitive damage during Hurricane/ Storm Surge. City of Apalachicola is exploring acquiring the repetitive damage areas.*

**PROJECT THIRTY FOUR: NEW-INCOMPLETE/Within a 5 Year Time Frame**

**Apalachicola Wastewater Improvements including Backup Sewer Vacuum Pump station.**

- *Apalachicola City Utilities needs improvements on current wastewater treatment center.*

**PROJECT THIRTY FIVE: NEW-INCOMPLETE/Within a 5 Year Time Frame**

**Storm Water projects for Areas located in Apalachicola.**

- *Apalachicola City Utilities upgrade stormwater drainage in Apalachicola to prevent flooding throughout the city.*

**PROJECT THIRTY SIX: NEW- INCOMPLETE/Within a 5 Year Time Frame**

**Research and Implement CRS flood resilience Activities.**

- *City of Apalachicola is working to implement the CRS flood resilience in the City limits.*

**PROJECT THIRTY SEVEN: NEW- INCOMPLETE/Within a 5 Year Time Frame**

**Drainage Basin Analysis- Apalachicola.**

- *Analysis of Drainage Basin assists City of Apalachicola identify and mitigate storm drain areas.*

**PROJECT THIRTY EIGHT: NEW-INCOMPLETE/ Within a 5 Year Time Frame**

**Drainage Basin Analysis- Carrabelle.**

- *Analysis of Drainage Basin assists City of Carrabelle identify and mitigate storm drain areas.*

**PROJECT THIRTY NINE: NEW-INCOMPLETE/ Within a 5 Year Time Frame**  
**Evaluate and mitigate the sand dunes at McKissack Beach-in Carrabelle.**

- *New Project- Franklin County Emergency Management will assist with Mitigation of the McKissack Beach area to mitigate storm surge and property damage.*

**PROJECT FORTY: DEFERRED-INCOMPLETE/ Within a 5 Year Time Frame**  
**Install tornado shelters throughout the county.**

- *Funding*

**PROJECT FORTY ONE: NEW-INCOMPLETE/ Within a 5 Year Time Frame**  
**Build a new Wastewater Treatment Plant in Eastpoint.**

**PROJECT FORTY TWO: DEFERRED-INCOMPLETE/ Within a 5 Year Time Frame**  
**Acquire, relocate or elevate repetitive damaged structures throughout the county.**

- *Funding.*

**PROJECT FORTY THREE: DEFERRED-INCOMPLETE/ Within a 5 Year Time Frame**  
**Retrofit the FSU Marine Lab buildings.**

- *FSU Marine Lab has other buildings in that can benefit from Wind Retrofit Deferring projects until representative confirms that other buildings need retrofit.*

**DELETED ITEMS**

- Retrofit the Carrabelle City Hall Complex- This project was deleted at the August 2016 LMS Meeting due to lack of funding and possible relocation of Carrabelle City Hall.
- Inspect septic tanks for low income homeowners and abate failing systems- This project was deleted at the November 2013 LMS Meeting.
- Purchases and install smoke alarms in low income homes- This project was deleted at the November 2013 LMS Meeting.
- Set aside a portion of “In lieu of taxes” funding received by the Franklin County School District from the Florida Division of Forestry Scholarship for students from Franklin County- This project was deleted at the November 2013 LMS Meeting.
- Require Flood Hazard Disclosure in a deed of sale or transfer of improved or unimproved real property- This project was deleted at the November 2014 LMS Meeting.
- Reduce flooding in Rio Vista area by installing a drainage system on the north side of the road into cow creek and the Ochlockonee River- COMPLETED PROJECT
- Highway 98 needs resurfacing from Carrabelle to Apalachicola- NEW-DEFERRED DUE TO HURRICANE MICHAEL-(FDOT is evaluating the road and will be repairing the road) Within a 5 Year Time Frame.
- Reduce or prevent stormwater flooding in Apalachicola in the following areas: 24th and 25th Avenues, 8th through 10th Streets between J and G, and on US Highway 98 and 12th and 16th Streets. (This drainage improvement project is on the DOT 5-year capital project list. The DOT and Preble-Rish have agreed on a resurfacing project on US 98 through Apalachicola and estimated to be complete in 2014. The installation of buffer boxes are currently in progress. Some work has been done on 10th Street. The EM Director will get with the City and DOT for a status on the project. An update on the costs will be available at the next LMS meeting - Moved to deferred to adjust the new storm water projects.)

# Resilient Franklin

Disaster Nexus Narrative

2018



# Resilient Franklin

## Long-term Economic Recovery Strategy for Franklin County

### *Disaster Nexus Narrative*

Objective 2.1 of the 2018 Apalachee CEDS supports assessment of the infrastructure, real estate, talent, and amenities of the Region in more granular detail to help respond to and prepare for future macro-economic shifts. Several instances of macro-economic shifts affecting Franklin County include the 2008 Subprime mortgage crisis, the decades-long “Water Wars” between Florida and Georgia that have resulted in reduced water flows on the Apalachicola River and an attendant decline of the shellfish industry in Apalachicola Bay, and impacts from the 2010 British Petroleum Deepwater Horizon spill. Most recently, Franklin County was included in Disaster Declaration FEMA-4337-DR, acknowledging direct and indirect impacts of Hurricane Irma. The County was provided public assistance as a result of this disaster and wishes to seize the opportunity to diversify its economy in ways that will allow inland and non-water-dependent economic activity to continue in the wake of future Hurricanes like Irma.

A key component of Franklin’s economic vulnerability stems from its reliance on water-dependent resources (seafood) and lack of commercial real estate that can pivot toward non-tourism or non-water-dependent activities in the event of a disaster. From the StatsAmerica *Distress Report*, Franklin County differs from the United States significantly in the composition of its housing units. As of 2016, whereas Vacant for Seasonal/Recreational use units in the nation composed 4% of total housing, these same unit types amount to 35.1% of total in Franklin. This finding supports employment figures that show tourism-related industries as the dominant industry within the county. Nevertheless, county economic development lacks the data and strategies needed to build upon this market phenomenon and increase the presence of local hospitality careers. In effect, this oversight in the county’s strategic direction renders it vulnerable to Hurricanes such as Irma and must be addressed.

Unlike shellfish and fin fishing businesses, which can be disrupted for months or longer in the wake of these stressors, retail, accommodation, food services, and entertainment are often the first entities to rebound after a coastal flooding event, providing a sense of normalcy and cash flow to affected communities. Business News Daily reported in a 2011 article that Hotels, Grocery Stores, and Gas Stations are among the businesses that ‘benefit’ from a natural disaster. The USA Today article “Businesses far from the devastation can feel hurricanes’ impact”, written about Hurricane Irma, details the way in which upstream fishing and sporting goods suppliers witnessed a decline in sales due to the disrupted fishing season in Florida.

As part of planning services, The Regional Planning Council will develop policy recommendations that can assist existing and future businesses to weather storm impacts, such as by structural flood protection assistance and continuity of operation assistance programs. The Council will provide GIS analyses of socio-economic information that informs recruitment and entrepreneurship support strategies. By pursuing recruitment, expansion, entrepreneurship, and workforce development outcomes Franklin County will respond and recover from future disasters with much greater efficiency.

In accordance with Regional Planning efforts that acknowledge the importance of both economic and disaster resilience, this project will provide Franklin County the business development and planning tools necessary to steel itself against future shocks.

# Resilient Franklin

Budget Narrative and Staff Assignments

2019



# Budget Narrative and Staff Assignments

## Budget Narrative

Crafting a resilient retail and inland agricultural economic development strategy, complete with an Economic Development Element, land use policy recommendations, and strategic data insights, will require funding for personnel, travel, fringe, indirect, and consulting services. Deliverables and funding amounts are presented in the following table.

Fringe is calculated at 25 percent of personnel salaries for each applicable deliverable (excludes deliverable 3). Indirect is calculated at 20 percent of salary and fringe for each applicable deliverable.

Travel is included as part of deliverables 1,2, and 4, due to the need for staff travel from Tallahassee to Franklin County on multiple occasions throughout the project to conduct workshops. It will also cover travel pertaining to the retail development sub strategy.

A consultant will be hired via the Small Purchase procedure outlined by 2 CFR 200.320 to complete the tasks within deliverable 2. Per market research, retail recruitment consultancies offer trainings, which is the reason that \$1,000 travel is included within deliverable 3.

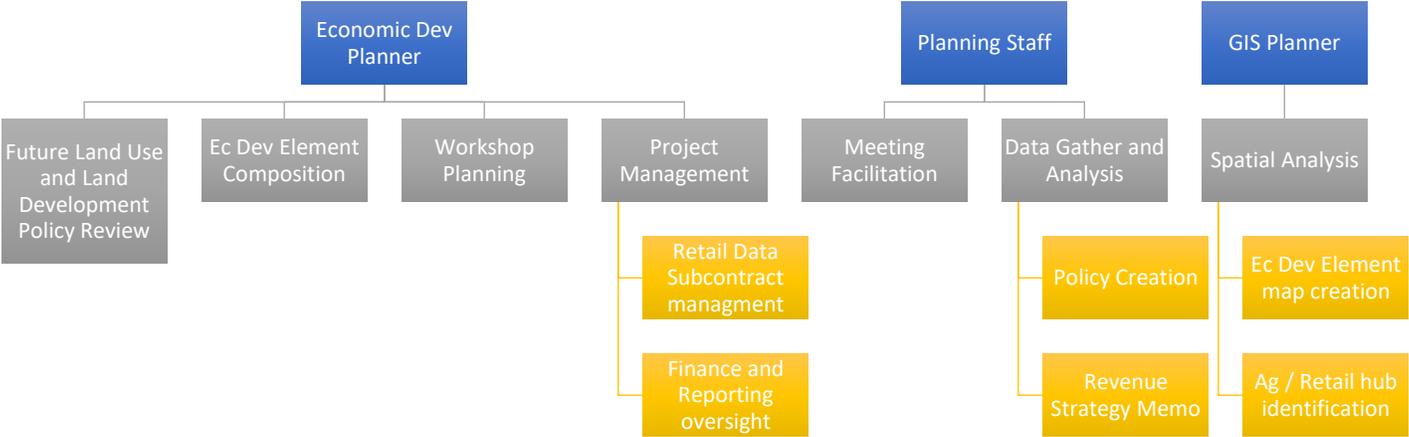
Table 1: Deliverables, Tasks, and Budget Categories

Deliverable	Tasks	Personnel	Fringe	Indirect	Travel	Consultant	Total
D1 - Outreach and Engagement Insights: Workforce, Entrepreneurship, Recruitment	<ul style="list-style-type: none"> <li>Workshop planning and facilitation x3;</li> <li>Interviews with key stakeholders;</li> <li>Findings memo.</li> </ul>	\$8,333	\$2,083	\$2,083	\$1,000		\$13,500
D2 - Retail Development Sub-Strategy	<ul style="list-style-type: none"> <li>Retail Leakage Cashflow data insights;</li> <li>Retail Recruitment report;</li> <li>Retail Recruitment training.</li> </ul>				\$1,000	\$10,000	\$11,000

<b>D3</b> - Economic Development Element and Land Use Recommendations (Draft and Final)	<ul style="list-style-type: none"> <li>Economic Development Element, with data, goals, objectives and policies.</li> <li>Land Use recommendations for local, new urbanist, resilient permitting.</li> </ul>	\$8,333	\$2,083	\$2,083		\$12,500	
<b>D4</b> - Economic Development Element and Land Use recommendations workshop	<ul style="list-style-type: none"> <li>Workshop planning and facilitation.</li> </ul>	\$8,333	\$2,083	\$2,083	\$500	\$13,000	
<b>Totals</b>		\$25,000	\$6,250	\$6,250	\$2,500	\$10,000	\$50,000

*Staff Assignments*

To execute this project, ARPC will assign Caroline Smith, Economic Development Planner, as project lead. She will be assisted by ARPC planning staff and GIS planner to accomplish tasks associated with deliverables 1, 3, and 4 (deliverable 2 consists of consultant subcontract work). Staff have the experience and capacity necessary to plan and execute stakeholder engagement meetings that produce value-added input, economic development strategies and policies, land planning policy recommendations, and associated mapping products. Copies of staff resumes are attached.



RESTORE Coordinator Report  
April 16, 2019

1- On Friday, April 5, I participated in a meeting with Commissioner Parrish that was called by the Bureau of Aquaculture to discuss the future of oyster aquaculture in the Apalachicola Bay. Some of the important points of the meeting were:

\* The Dept of Agriculture and Consumer Services (DACS) has restructured its functions and DACS now only promotes aquaculture- hence the name Bureau of Acquaculture. DACS will no longer participate in re-shelling the natural bars, so if any re-shelling is going to be done it is now solely the responsibility of FWC.

\* Commissioner Parrish made it clear that if DACS is going to be promoting aquaculture it needs to done so that it does not create more conflicts with other users of the Bay. This is especially true of aquaculture leases that use the water column, and those are the kind of leases being proposed for the Bay.

\*Commissioner Parrish recommended DACS limit the size of an individual oyster lease to 1.5 acres because any larger lease is going to require the capital in excess of what the average seafood worker can get, and therefore larger leases are more likely going to sold to outside investors.

\*The Bureau of Aquaculture said it will utilize those areas for aquaculture that were first identified in the 1985 survey of the Bay before any new areas are considered.

2-I recommend the Board approve the proposed contract with Langton Consulting for RESTORE related services. Mr. Shuler has reviewed the contract. I have been advised by Langton Consulting that their current fee structure is under review by Treasury, and that the outcome of the Treasury review will be applied to Franklin County so that we keep in compliance with Treasury rules. Board action to approve contract.

Representative of Langton might be present to make brief comments.

3-Board action to direct Dewberry to advertise bids for the repairs to the temporary road on Alligator Drive, and open those bids on May 21. The temporary repairs include widening the existing road to two lanes, reworking the debris field, and putting down an asphalt surface. When this work is complete the traffic lights will be removed. The county will turn the winning bid into FEMA; FEMA will use those actual bid numbers to create a PW of the same value, and then Franklin County will award the bid consistent with the PW. This will assure that Franklin County will get reimbursed for the work done by the contractor.

While I had hoped this work would get done by June 1, it clearly will not, but we are making progress. All I can do is explain to the Board and the public that the complications of the Alligator Drive project have not changed just because we have outside consultants, FCMC, involved. The location of the road and the repetitive damage it has suffered has made this project the poster child for multijurisdictional bureaucratic review.

4- Inform the Board that FCMC assisted Franklin County in completing an HMGP grant application for the purchase of 21 lots on Alligator Point. The Board needs to be aware that I have operated under the assumption the Board wants to allow anyone on Alligator Point the opportunity to sell out if they want to, so these 21 lots are not restricted to the future Alligator Drive ROW. Approximately 7 of the 21 willing sellers are in the ROW; the other 14 are scattered around the Point. In my discussion with FCMC it is our expectation there will be a second HMGP application if the offers coming from the first round are fair and worth accepting.

It is still unknown whether Franklin County will be able to obtain through voluntary sale all of the necessary right of way to relocate the road. Depending on the ultimate length of the road moved, we still need between 10 and 14 more lots in the ROW; so at this time we only have 1/3 of the proposed ROW willing to sell. We hope that improves in the second round. Depending on the number of lots not willingly purchased the Board will have to consider its future strategy. Such strategy could include condemnation of lots, or the county could be forced to rebuild the road in its current location. The county, even with FCMC and the state's assistance, still has tremendous risk ahead. The residents of Alligator Point need to continue to assist the county in working to relocate the road.

5- Provide Board with copy of letter I wrote requesting the \$2.6M of FEMA funds associated with repairs to Alligator Drive by Hurricane Hermine be de-obligated and rolled into a new project to cover all of the damage done by Hurricane Michael. The letter was requested by the state to clarify the record that the damage done by Hurricane Michael will include the damages done by Hermine.

6- Board action to approve FDOT Grant funding agreement for the Design and Construct Lighting rehab for Runway 6-24, and Taxiways B and D. The FDOT funds will cover 100% of the cost up to \$800,000. Board Action.

7- TRIUMPH fuel farm application update- At a previous meeting I informed the Board that FDOT had requested the county submit a grant for a back-up generator at the airport as FDOT was willing to fund it because of the important role the airport played during the hurricane recovery. Apparently, FDOT made this offer to other airports before it realized how much money they would have available. Without informing the county, FDOT made an internal decision to award Panama City Airport and Marianna Airport funds for back-up generators, and have now told Franklin County our funds for a back-up generator will come out of future funds they receive, and that FDOT will not support the county re-programming other FDOT funds. The airport fuel farm is so old and the back-up generator so critical that I have spoken to Erin Griffith in Finance, and to TRIUMPH staff about our situation. I recommend the Board dedicate \$15K of airport funds as a cash match for the TRIUMPH application, and that we increase our TRIUMPH application to \$1.055M, up from the \$920K of TRIUMPH funds I had previously said would be the TRIUMPH funding amount. Centric is still committing \$120K worth of fuel trucks as part of the match in the application. With Board action I will complete the application and get it submitted to TRIUMPH.

8-Several meetings ago the Board asked me to investigate the requirements for an Airport Advisory Committee (AAC) in light of the fact the Board has received funding for the Airport Master Plan Update. I have consulted with AVCON, Franklin County's aviation consulting firm. AVCON provides consulting services to several other public airports in Florida so they are well versed in the function of AACs. Before I go any further I need to make a distinction between an AAC and something called a Technical Advisory Committee (TAC). The FAA recommends there be a TAC for the specific purpose of the Master Plan Update process. An AAC is not mentioned in the Master Plan Update process.

Since the TAC is supposed to provide technical support during the Update process the Board can appoint Jason Puckett, Airport Manager, and Centric, Airport FBO, to be the TAC. The TAC would then work with AVCON on providing input for the airport. Ultimately, the county commission will approve and then submit the Master Plan so the final say on the Master Plan will be the county commission.

If the Board does want to create an AAC, the Board itself could be the AAC, or it could appoint citizens. An AAC is a committee whose roles and authority are set by the county commission. An AAC could have broad powers and duties or not; all that would be established by the county commission. But an AAC is not a part of the Master Plan Update process, and so it is the discretion of the BCC whether one is appointed and how it functions. Board direction on the creation of a TAC and/or AAC.

9- The City of Carrabelle is seeking a letter of support from the county commission for their TRIUMPH pre-application for improvements to the Carrabelle airport. The City is seeking \$2M in TRIUMPH funds to build more T-hangers, a new general aviation hanger, and more vehicular parking. Their pre-application is attached. Once the City gets feedback from TRIUMPH staff on the pre-application they can then move to the application stage.

Board direction.

Professional Consultant Services Agreement  
Franklin County Board of County Commissioners  
Re: RESTORE Act Grant Consultant Agreement

This Agreement, made this \_\_\_\_ day of March, 2019, by and between Langton Associates, Inc., a for profit limited liability corporation, authorized to do business in the State of Florida, hereby recognized as the awarded bidder for an RFQ to serve as RESTORE Act Grant Consultant for the Franklin County Board of County Commissioners per the specifications and proposal guidelines in Exhibit "A" and whose address is 4830 Atlantic Blvd., Jacksonville, Fl 32207 and hereinafter referred to as "Langton", "Consultant" and/or "Contractor" and the **Franklin County Board of County Commissioners**, with its principal place of business located at 33 Market Street, Suite 203, Apalachicola, Florida 32320 and hereinafter referred to as "County."

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

**I. SERVICES:** Contractor agrees to provide professional services as Franklin County's RESTORE Grant Consultant as detailed and itemized in the attached Specifications/Bidder's Proposal Guidelines in Exhibit "A." Langton will commence the work in accordance with the attached schedule as required by the Contract Documents immediately after the execution date of necessary contract documents including but not limited to the necessary attachments, exhibits and submissions of required company documentation prior to commencement. The term "CONTRACT DOCUMENTS" shall mean and includes the following:

- (A) NOTICE OF AWARD AND ACCEPTANCE (and related correspondence representing such)
- (B) AGREEMENT AND EXHIBITS
- (C) NOTICE TO PROCEED (if applicable and required for delivery of products)
- (D) APPLICATIONS AND CERTIFICATIONS FOR PAYMENT
- (E) REQUIRED INSURANCE DECLARATIONS AND ENDORSEMENTS
- (F) CHANGE ORDERS
- (G) SUMMARY SCOPE OF SERVICES (Detailed itemization found herein under Exhibit "A"): the summary of services and deliverables to be undertaken and performed by the Consultant for the RESTORE Act programs, development of Franklin County RESTORE Act Grant submittals and implementation are as follows:

**SCOPE OF PROJECT:**

Franklin County hereby awards Langton Associates to serve as its RESTORE Act Grant Consultant to conduct the administration, monitoring and implementation of the various components to Franklin County's continuing RESTORE Act Grant program and to provide general program guidance, grant writing and application services, administration, monitoring and support to the Franklin County Board of County Commissioners and its staff. Langton will strive to place Franklin County's status as either a direct recipient or a Sub recipient through its expert consultant team that shall provide a with a broad range of grant application and grant management, administration and monitoring capabilities required for this project. Langton team shall position Franklin County in a position of strength and competitiveness for the multiple leveraging opportunities that each funding source provides, as well as seeking and securing competitive grants from agencies outside of the RESTORE playing field.

**SERVICES TO BE PROVIDED BY THE CONSULTANT:**

Langton shall provide general guidance and support to Franklin County staff and advise the RESTORE Act Program, Administrative officials and County Commission in a project scope approach based upon two broad categories which shall include both grant writing and grant administration. Grant writing shall include the preparation of applications including forms, narratives and budgets as well as specialized attachments dealing with a broad range of requirements: tasks and timelines, best available science, data collection and maps. Grant administration shall include and require execution of the grant agreements, development of policies and

procedures, programmatic and financial reporting and monitoring.

Langton shall work under the direction of County RESTORE Act Coordinator and their staff and advise the Commission and staff to facilitate these tasks and will utilize significant public involvement, the best available science and best management practices in the development of the Grant Applications. Langton shall ensure consistency between all deliverables including, but not limited to, grant selections and their criteria and agree to meet all conditions required by the RESTORE Act, U.S. Treasury and audit regulations. In addition, Langton shall consistently demonstrate fluency in relevant federal, state and local laws and ordinances required for grant projects implementation including, but not limited to, the National Environmental Policy Act (NEPA), US Department of Treasury Regulations (audit requirements and rules and regulations related to the Gulf Coast Restoration Trust Fund which was established in the Treasury of the United States by the RESTORE Act) and Davis Bacon Act. Langton shall provide expertise based upon its demonstrated fluency in its submittal and proposals in the areas of, but not limited to: economic development and environmental issues exclusively specific to Franklin County and its surrounding region, long range planning, public outreach, engineering, infrastructure and demonstrate a thorough understanding of grant processes and grant planning and implementation. Langton shall consistently demonstrate expertise in grant management and grant-making processes. Langton shall utilize its extensive knowledge of local environmental and economic factors which impact Franklin County and its understanding and specific expertise in the areas of workforce and tourism development for the grant applications.

Langton shall consistently demonstrate a thorough understanding of the role of RESTORE Act Grant Consultant and the policies and procedures of the Franklin County Board of County Commissioners and will be required to thoroughly understand the information presented at RESTORE Act Program meetings and including reports, studies and presentations by local consultants to the Administration and Board of County Commissioners.

Langton shall be required to perform daily tasks for both components of its grant writing and application as well as its daily administration and consulting. The oversight and administration of Franklin County's grant writing with its flexibility and timing to be able to respond to changing priorities of Franklin County. Langton's daily scope of services and approach to grant writing and development for Franklin County shall include but not be limited to the following:

- Review Notices of Funding Availability, upcoming program notices and demonstration project notices and monitor new legislation and regulations.
- Investigate funding leverage opportunities.
- Register county in any portals required for grant submission including but not limited to grants.gov, grantsolutions.gov., easygrants.gov.
- Confirm county has up-to-date SAMS/DUNS number registration.
- Identify project's consistency with and inclusion in programs' guiding documents such as the MYIP and Comprehensive Plan.
- Plan grant projects and proposals working closely with project managers and staff.
- Partner and coordinate project efforts with other counties or agencies to further project goals and opportunities to leverage funding to broaden scope or reach of the project.
- Write the grant narratives including applicant and project description, funding sources, tasks and timelines, key personal and best available science as required and submit the draft to client for review and edits.
- Prepare federal forms as required such as SF-424, SF-424A or C, SF 424D, SF-LLL, and other program specific certifications or assurances.
- Develop attachments as required such as milestones, environmental checklist, performance reports, maps, site control documents, and estimate useful life statements and data management plan.
- Produce budget documents, double check limits on indirect and administrative costs and direct prohibitions on any cost classes.
- Edit the final draft and Produce the final document.
- Submit the final document through electronic portal per the requirements outlined by the grantor agency and provide client with copies.

- Respond to grantor agency requests for additional information and edits.
- Execution of the grant agreement.

Langton Associates' daily scope of services and approach to the grant administration, oversight and management for Franklin County shall include but not be limited to the following:

- Knowledge of applicable federal laws, rules and regulations including 2 CFR part 200 Uniform Guidance, 31 CFR 34 (the "RESTORE Act guidelines"), and the final US Treasury Regulations (the "Rule").
- Develop written policies and procedures regarding procurement and contracting, financial management, cost principles and conflict of interest.
- Focus on financial controls for invoice review, payments via ASAP, disbursement of funds and program income.
- Invest in continuing education of consultant team from grantor agencies and of County staff by consultant team.
- Prioritize timely reporting including: financial, programmatic, federal compliance, Sub recipient and closeout. Anticipate amendment/modifications/extensions to project timelines, milestones, operational/organizational self-assessment, activities and budget.
- Establish paper and electronic record keeping systems and policies on access to records and record retention.
- Prepare for grantor and/or OIG monitoring of internal controls and performance through self-monitoring and sub recipient monitoring.
- Procure pre and post award following federal guidelines. Make determination if service providers are sub recipients or contractors. Develop property standards. Determine whether products being procured are equipment, supplies or services.
- Anticipate audits and audit objectives. Submit response and resolve findings.

**II. NOTICE:** Pursuant to this agreement, any notices shall be in writing by U.S. Mail, certified return receipt requested, addressed as follows:

**Franklin County Board of County Commissioners**

c/o Alan Pierce, RESTORE Coordinator  
 33 Market Street, Suite 203  
 Apalachicola, Florida 32320

**Langton Associates, Inc.**

c/o Mike Langton, President  
 4830 Atlantic Blvd.  
 Jacksonville, Florida 32207

**III. FRANKLIN COUNTY'S RESPONSIBILITY.** Except as provided in the Scope of Services, the County's responsibilities are to furnish required information and services and render approvals and decisions as necessary for the orderly progress of Consultant's services. The County hereby designates the RESTORE Coordinator or his designee to act on the County's behalf with respect to the Scope of Services. The RESTORE Coordinator or his designee shall have complete authority to transmit instructions, receive information, interpret and define County's policies and decisions with respect to materials, elements and systems pertinent to Consultant's services.

**IV. SEVERABILITY:** If any provisions, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this contract, or portion thereof, shall be deemed severable, and shall not be affected and remain in full force and effect.

**V. INDEMNIFICATION, LIMITED LIABILITY AND HOLD HARMLESS:** In connection with the services to be provided pursuant to this Agreement, Contractor has warranted and represented that it has

specialized knowledge and experience for the scope of work and/or delivery of these services it is being hired to perform. The County is relying upon these warranties and representations in this regard made by Contractor. Accordingly, Contractor agrees to hold County harmless from any and all damages and liability caused by Contractor and its negligence with regard to its professional performance and services. Further, Contractor agrees to indemnify and hold harmless the County and its elected officials, employees and appointees from any loss, claim, liability, penalty, fine, forfeiture, demand, causes of action, suit and costs and expenses incidental thereto (including cost of defense, settlement and reasonable attorney's fees) resulting from a breach by Contractor of any of the agreements, representations, or warranties of Contractor contained in this Contract, or caused by or resulting from any negligent, willful or otherwise tortious act or omission of Contractor, its agents or employees, in connection with Contractor's provision of services and obligations contemplated by this Contract. The indemnity obligation of Contractor under this section shall survive the expiration or termination of this contract, subject to any applicable statute of limitation.

By entering into this Contract, the County explicitly does not waive any immunities, protections or privileges they have under Florida law including but not limited to the sovereign immunity protections afforded to Franklin County, as a political subdivision of the State of Florida, under Florida Statute Section 768.28.

The Consultant shall take due diligence at all times to act within the scope of its professional standards and best practices and other applicable industry guidelines, laws and regulations for these services. Furthermore, the Contractor shall secure any and all proper instruction, authorization and approval of the Franklin County Board of County Commissioners for procedures and requirements with County policy and spending authority and approval for these services.

**VI. AMENDMENT & ASSIGNMENT:** This agreement is deemed personal and confidential to Franklin County, its executors and administrators only, and may not be sold, assigned, amended, or transferred without the prior written consent of the appropriate Franklin County officials.

**VII. COMPLIANCE WITH THE LAWS AND REGULATIONS:** Promptly upon the execution of this Agreement, Contractor shall apply for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. Contractor agrees to indemnify and hold harmless County from and against all claims, suits, causes of action, demands, penalties, losses or damages which may arise or accrue because of the failure or neglect of Contractor to obtain such approval. This Agreement is made expressly subject to the mutual acknowledgement that both Contractor and County expressly agree to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.

Consultant further represents it has thoroughly reviewed Franklin County's obligations under the RESTORE Act funding it is scheduled to receive through the U.S. Treasury and the Consultant shall abide and satisfy all requirements of the Franklin County's OMB obligations in addition to:

A. Consultant shall give all notices required by law and shall comply with all federal, state and local laws, ordinances, rules and regulations governing delivery of its services pursuant to this Contract and shall upon request of the County secure documents evidencing compliance therewith.

B. This contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the laws, rules and regulations of the State of Florida. Any action hereon or in connection herewith shall be brought in Franklin County, Florida.

C. Langton Associates hereby acknowledges that award of this Contract is subject to 31 CFR 19, Government wide Debarment and Suspension, and the RESTORE Act standard terms and conditions, Section P3. Further, Langton Associates hereby warrants and affirms that it is not disbarred under 31 CFR 19, Government wide Debarment and Suspension, and the RESTORE Act standard terms and conditions, Section

D. Franklin County specifically reserves all rights and remedies under State and Federal law as applicable and appropriate in the event of any and all grounds for breach of contract by Langton Associates. Langton Associates herein acknowledges Franklin County's entitlement to all remedies and damages allowed by State and Federal law in the event Langton Associates is determined to be in breach of any portion this entire services agreement. Further, Section VII of the services agreement defines Franklin County, Florida as the proper forum and jurisdiction for any and all action brought under this agreement whereby satisfying 2 CFR 200, Appendix II, Paragraph B requirements as noted.

**VIII. PERMITS AND LICENSES:** Consultant shall obtain and maintain, at its own expense, all necessary permits and licenses to enable Consultant to perform fully and deliver said products hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise.

**IX. MUTUAL CANCELLATION:** In the event of fire, accidents, strikes, delay, flood, acts of God, or causes beyond the control of Consultant, which preclude Consultant from timely completion of the delivery of product list, the parties may agree hereto to release each other from any and all performance of the covenants herein and from damages resulting from breach hereof if and only if the parties mutually consent, acknowledge and confirm in writing this action.

**X. COMPLAINTS:** In the event that the County has a complaint concerning the work, or any material or services used in or pursuant to the scope of work, or of the conduct of the Consultant, or any act or omission of Consultant or its agents, either directly or indirectly, without limitation, County shall make complaint known to Consultant in writing by certified mail to Consultant's address as set forth above, within sixty days (60) days after the date of these consultant services.

**XI. PAYMENT TERMS:** County shall pay Contractor a sum not to exceed the tasked order amounts, as described in attached Exhibit "A" inclusive of all applicable taxes according to the terms and conditions set forth in the bid and scope of services provided by Contractor for providing the services. County shall tender periodic payments through its RESTORE Act funding upon completion of the included scope of services and schedule agreed to following a review of the services being deemed compliant as set out in Exhibit "A" as well as the requisite funding securing through the grant application and approval process having been approved, authorized and disbursed to Franklin County and thereafter available funding to this Grant Consultant for payment of any and all appropriate invoices for professional services rendered. The compliance review shall include the approval and authorization of the County administration with payment due upon the County receipt of final invoicing and thereafter the County's written approval of the Consultant services completed for itemized project or task in its entirety inclusive of but not limited to the submission and securing of approval and funding for various projects under the RESTORE Act process. Payment shall be made in accordance with payment terms of this Consultant agreement and sets (30) thirty days for full payment of incremental invoices following completion and approved distribution by the RESTORE Coordinator for compliance with each scheduled task and segment of services defined herein and following proper funding from the RESTORE Act funds made available to Franklin County for the specific project and or grant approval. County reserves the exclusive right for suspension of further payments and notice to the Consultant of said suspension due to any delay or cessation of reimbursements from the Service pursuant to the terms and reimbursement schedule under the Franklin County RESTORE Act funding and approvals. Franklin County has noticed the Consultant and Consultant acknowledges and fully accepts and consents to these terms of payment that include all payments for professional services shall be provided from the approved RESTORE Act funding and therefore any invoices for services rendered shall be paid exclusively from these funds upon their approval and availability to the County Administration and at no time before said funding is available.

**XII. PROHIBITION AGAINST CONTINGENCY FEES:** Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Agreement and that Consultant has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate this

Agreement without liability, and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

**XIII. RECORDS:** The Contractor shall maintain records, and the County shall have inspection and audit rights as follows:

A. Maintenance of Records: The Contractor shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this Contract including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of three (3) years from completing performance and receiving final payment under this Contract.

B. Examination of records: The County or its designated agent shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this Contract. Such examination may be made only within three (3) years from the date of final payment under this Contract and upon reasonable notice, time and place.

Records which relate to an litigation, appeals, or settlements of claims arising from performance under this Contract shall be made available until a final disposition has been made of such litigation, appeals, or claims.

C. Cost and pricing data: The Contractor, by executing this Contract, certifies to truth-in-negotiation, specifically that wage rates and other factual unit costs supporting the consideration are accurate, complete, and current at the time of Contracting. The Contractor agrees that the County may adjust the consideration for this Contract to exclude any significant sums by which the consideration was increased due to inaccurate, incomplete, or non-current wage rates and other actual unit costs. The County shall make any such adjustment within one (1) year following the termination of this Contract.

D. Contractor acknowledges and agrees to comply fully with all Florida public record laws and production requirements as well as Florida Statute 119.0701 and the specific language pertaining to contractors with public agencies and the contractor public record obligations emphasized by the Florida legislature.

**XIV. INDEPENDENT CONSULTANT.** Neither the County nor any of its employees shall have any control over the conduct of Consultant or any of Consultant's employees, except as herein set forth, and Consultant expressly warrants not to represent at any time or in any manner that Consultant or any of Consultant's agents, servants or employees are in any manner agents, servants or employees of the County. It is understood and agreed that Consultant is, and shall at all times remain as to the County, a wholly Independent Consultant and that Consultant's obligations to the County are solely as prescribed by this Agreement.

**XV. DRUG-FREE WORKPLACE:** Contractor has provided its corporate drug free workplace policy meeting those rules of conduct and tests of the County as outlined in the Franklin County Drug-Free Workplace Program Policy.

**XVI. WORK PLACE, MATERIALS, SUPPLIES, TOOLS AND EQUIPMENT:** Contractor shall furnish and supply all tools, technology, materials, consumable supplies and equipment required in the delivery and performance of the contracted services set forth in this contract.

**XVII. FORCE MAJURE:** Contractor shall not be liable for delay in delivery or nonperformance which is due to causes beyond Contractor's control, including, but not limited to, war, fire, floods, sabotage, civil unrest, strikes or embargoes, acts of God, acts of third parties, acts of governmental authority or any similar or dissimilar causes beyond Contractor's reasonable control.

**XVIII. EQUAL EMPLOYMENT OPPORTUNITY:** Contractor acknowledges that Franklin County has adopted several policies that it must enforce and has full expectation that its Consultants and contractors to

comply in strict adherence as well. Accordingly, during the performance of these services, Contractor agrees to comply with the requirements of Equal Employment Opportunity. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this nondiscrimination clause. Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the County, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national or national origin.

**XX. CONTRACT TERM:** In accordance with the Board's awarding of RFQ for RESTORE Act Grant Consultant for the term set forth herein this Agreement shall be effective from the \_\_\_ day of March, 2019, and continue as a continuing consultant professional services agreement for an initial period of three (3) years and thereafter upon the authorization of the County Commission as permitted under County administrative contract renewal policy may be renewed for additional extensions up to but not to exceed two (2) additional one (1) year extensions and thereafter not without Board of Commissioners authorization for services beyond a total of five (5) consecutive years.

**XXI. TERMINATION:** Consultant agrees to devote the necessary time and performance of his duties for Client. Inasmuch as the professional services rendered are of a subjective nature subject to differences of opinion, mutual confidence and respect are necessary. Accordingly, this contract can be terminated by either party without cause upon giving of a thirty (30) day notice.

All the terms and conditions set forth on any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.

**IN WITNESS WHEREOF**, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement which shall be deemed an original on the date first written above.

**Franklin County Board of County Commissioners:**

ATTEST:

\_\_\_\_\_

BY \_\_\_\_\_

NAME \_\_\_\_\_  
RESTORE Coordinator (Print)

NAME \_\_\_\_\_  
Chairman of the Board of County Commissioners

APPROVED AS TO FORM:

\_\_\_\_\_  
Franklin County Attorney

ATTEST:

\_\_\_\_\_

LANGTON ASSOCIATES:

BY \_\_\_\_\_

NAME \_\_\_\_\_  
(Please Print)

TITLE \_\_\_\_\_

NAME Michael Langton \_\_\_\_\_  
(Please Print)

TITLE President/ Authorized Signator

**EXHIBIT "A"**

1. Franklin County RFQ for RESTORE Act Grant Consultant and Consultant's submissions (initial RFQ, proposal response, additional consultant submittals in negotiation and contract finalization) in their entirety are all incorporated herein as part of Exhibit "A," including the Fee Schedule as described in Item 2 of this Exhibit.
  
2. Grant writing and grant administration services will be provided to Franklin County as a fixed-fee contract for each grant application developed and submitted. Each fixed-fee task order will be negotiated prior to grant application development based on our experience with RESTORE Act Programs and current work with grantee counties, as well as, project related factors including: anticipated project scope, total amount of the project cost and current stage of completion. Grant writing and grant administration services are eligible direct project costs, and deemed reasonable, allowable and allocable under 2 CFR 200 and RESTORE Act guidelines. Langton acknowledges and accepts that all fees to be paid to the firm will be funded exclusively from RESTORE Act federal grant funds.

Submitted, acknowledged by: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: Mike Langton, President

Consultant: Langton Associates, Inc.

Dated: \_\_\_\_\_, 2019

# FRANKLIN COUNTY

REPLY TO:   
BOARD OF COUNTY COMMISSIONERS  
33 MARKET STREET, SUITE 203  
APALACHICOLA, FL 32320  
(850) 653-8861, EXT. 100  
(850) 653-4795 FAX



REPLY TO:   
PLANNING & BUILDING DEPARTMENT  
34 FORBES STREET, SUITE 1  
APALACHICOLA, FL 32320  
(850) 653-9783  
(850) 653-9799 FAX

April 12, 2019

Ms. Melissa Shirah  
State Public Assistance Officer  
FDEM  
2555 Shumard Oak Blvd  
Tallahassee, FL 32399-2100

Dear Ms. Shirah:

As you are aware, Alligator Point Drive in Franklin County was damaged in 2016 by Hurricane Hermine (FEMA 4280). Over the course of about a year, an Environmental Assessment (EA) was performed and ultimately PW #228 was obligated for some \$2.6M to repair the road and install sheetpile along the water side to mitigate against future damage. Before the county could finish the design and secure a FDEP permit for the work, as the work was seaward of the Coastal Construction Control Line, Hurricane Michael slammed into the road and damaged the Hermine section again, as well as another 1000 feet of roadway.

Franklin County, as well as your staff, recognizes that since the damage caused by Michael is in excess of what Hermine did the repairs to be done under PW 228 need to roll into one project under a Michael Project Worksheet. The full funds obligated under PW 228 are still with the state, as the county has not drawn any of the funds.

Please consider this letter to be a statement from Franklin County requesting the de-obligation of PW 228, and to create a new PW under Michael to include all of the damage caused by Michael and Hermine. This letter is being sent in consultation with your office.

If you have any questions, please feel free to contact me at [alanp@fairpoint.net](mailto:alanp@fairpoint.net), or on my cell phone at 850-653-5727.

Sincerely,

Alan C. Pierce,  
RESTORE Coordinator

Cc: Franklin County BCC

**RICKY D. JONES**  
DISTRICT ONE

**BERT BOLDT**  
DISTRICT TWO

**NOAH LOCKLEY, JR.**  
DISTRICT THREE

**JOSEPH PARRISH**  
DISTRICT FOUR

**WILLIAM MASSEY**  
DISTRICT FIVE

**Project Description and Budget  
Rehabilitate Runways, Taxiways, and Aircraft Parking Apron  
Apalachicola Regional Airport**

**SECTION A: PROJECT DESCRIPTION**

The objective of this project is to rehabilitate the pavements associated with Runways 14-32, 6-24, Taxiways A, B, and D, and the West and East Aprons. This work may include pavement repair and joint replacement.

**SECTION B: PROJECT JUSTIFICATION**

The Apalachicola Regional Airport airfield is comprised entirely of PCC pavement. Most of this pavement is original and constructed in the 1940s and 1950s. The PCI for most of these pavements averages 67 and is in need of rehabilitation.

**SECTION C: DESCRIPTION OF PROFESSIONAL SERVICES**

The professional services include design, bidding, and construction phase services to repair the existing runway, taxiway, and apron PCC pavements and joints. The design drawings will consist of 60%, 90%, 100% design drawings and bid documents. Construction phase services will consist of submittal review, response to RFIs, site visits, substantial and final inspections, and material acceptance testing.

**Payment & Deliverable Milestones.** Payment of the above listed items or tasks will be made after the following deliverables are received or milestones occur:

- 60% design documents
- 90% design documents
- 100% design documents
- Bid Award
- Completion of Construction Phase Services

Payment may be made on monthly basis in proportion to the percentage of completion.

**SECTION D: DESCRIPTION OF CONSTRUCTION**

The construction contractor(s) for this project will be determined via a public competitive bidding process. The contractor's scope will include removal of existing damaged pavement and replacement with new PCC pavement and joint sealant.

The contractor(s) will be required to provide all performance and payment bonds, to ensure maintenance of traffic, to comply with all safety and security requirements, to perform final clean-up and to provide all documentation required by the contract. The contractor(s) shall furnish all materials, labor, incidentals, and supplies required to construct the project.

**Project Description and Budget**  
**Rehabilitate Runways, Taxiways, and Aircraft Parking**  
**Apalachicola Regional Airport**

**Payment & Deliverable Milestones.** Payment will be made to the Contractor based on actual constructed quantities at the contract unit prices. Upon completion of the work and prior to final payment, a final change order will be prepared and executed to reflect the final contract amount.

**PROJECT BUDGET ESTIMATES:**

Design, Bidding, and Construction Phase Services:	\$ 75,000.00
Construction:	<u>\$ 353,438.00</u>
Estimated Project Total:	\$ 428,438.00

**ASSUMPTIONS AND EXCLUSIONS:**

- On-site inspection services shall be limited to periodic observations of the work.
- The contractor shall be responsible for performing all construction activities, including—but not limited to—implementing specified erosion control measures, NPDES permitting, and any local permitting required for construction.

# RESOLUTION

## BOARD OF COUNTY COMMISSIONERS

### FRANKLIN COUNTY, FLORIDA

A RESOLUTION AUTHORIZING THE APALACHICOLA REGIONAL AIRPORT MANAGER TO COORDINATE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TO CHANGE THE PROJECT NAME FOR FDOT NUMBER 415612-2 FROM:

“Rehabilitate Airfield Pavements”

TO:

“Design and Construct Fuel Farm Back-Up Generator and Associated Improvements”

AND REVISE THE PROJECT DESCRIPTION AND JUSTIFICATION ACCORDINGLY.

WHEREAS, Franklin County owns and operates the Apalachicola Regional Airport which serves the Franklin County regional area.

NOW, THEREFORE, BE IT RESOLVED BY THE FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS, THAT THE WORK SPECIFIED IN THE REVISED PROJECT NAME AND DESCRIPTION IS SANCTIONED AND THE APALACHICOLA REGIONAL AIRPORT MANAGER IS HEREBY AUTHORIZED TO COORDINATE THE PUBLIC TRANSPORTATION GRANT AGREEMENT WITH THE FDOT AND PROVIDE THE AGREEMENT TO THE FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS FOR SIGNATURE.

This Resolution adopted in open regular meeting of the Franklin County Board of County Commissioners this \_\_\_\_ day of \_\_\_\_\_, 2018.

By: \_\_\_\_\_  
Mr. Noah Lockley, Jr., Chair

Date: \_\_\_\_\_

Attest: \_\_\_\_\_



## **TRIUMPH GULF COAST, INC. PRE-APPLICATION FORM**

Triumph Gulf Coast, Inc. ("Triumph Gulf Coast") has created a pre-application process to provide initial consideration of eligibility for potential ideas of projects or programs that may seek an award of funding. Applicants are required to participate in the pre-application process.

Notwithstanding the response from Triumph Gulf Coast on the pre-application form, an Applicant may still elect to submit an Application.

### **APPLICANT INFORMATION**

Name of Individual/Entity/Organization: *City of Carrabelle, Carrabelle-Thompson Airport*

Proposal Title:

Amount of Triumph Funds Requested: *\$2,000,000*

Total Estimated Project Cost: *\$2,000,000*

Brief Description of Individual/Entity/Organization: *Carrabelle-Thompson Airport is a publicly owned airport located in Franklin County. It serves both based and transient pilots and is also used as a space to host local events.*

### **Contact Information**

Primary Contact: *Courtney Millender-Dempsey*

Title: *Airport Manager*

Mailing Address: *317 Airport Road*

City: *Carrabelle*

State: *Florida*

Zip Code: *32322*

Telephone Number: *(850) 697-2727*

Email Address: *citybel@gtcom.net*

Website: <https://www.mycarrabelle.com/departments/carrabelle-airport/>

Names of co-applicants, partners or other entities, organizations that will have a role in the proposed project or program:

### **REQUIRED EXECUTIVE SUMMARY**

In a maximum of two (2) pages, please describe the proposed project or program and anticipated outcomes including (i) the amount of funds being sought from Triumph Gulf Coast; (ii) the amount and identity of other sources of funds for the proposed project or program; (iii) the location of the project or program; (iv) summary description of the proposed program, including how the program will be transformational and promote economic recovery, diversification, and enhancement of the disproportionately affected counties, and (v) a summary timeline for the proposed project or program.

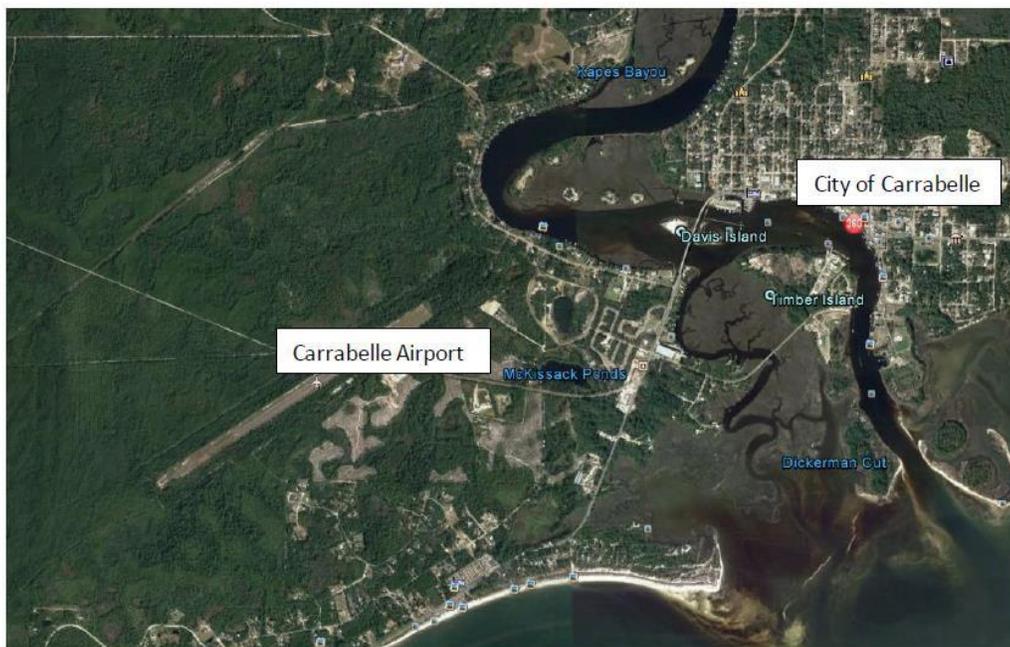
## **EXECUTIVE SUMMARY**

### Funding Request Narrative for the Carrabelle-Thompson Airport Project Carrabelle-Thompson Airport, Carrabelle, Florida

April 12, 2019

Amount Requested: \$2,000,000.00

Location: The proposed project is located at Carrabelle-Thompson Airport in Franklin County, Florida. The airport is located about 1.5 miles southwest of the City of Carrabelle (Figure 1). The specific project site is located in the northeast section of the airport property, in a paved area just south of runway end 23 and adjacent to existing hangar facilities (Figure 2).



*Figure 1: Proposed Project Location*

Introduction: The Carrabelle-Thompson Airport is seeking funding to implement a series of projects to improve airport operability and to expand airport services. The proposed project is a component of and supports the development of the FDOT funded Airport Master Plan and Airport Layout Plan. Additional hangars with new general aviation terminal facilities are one of the first steps in upgrading and expanding the airport and its services to contribute to the economic enhancement and diversification of Franklin County and the City of Carrabelle. The Carrabelle-Thompson Airport recognizes through this Plan the need to expand the airport to better serve the region.

Timeline/Schedule: It is estimated that the project will take 18 months to complete, from procurement of funds to completion of construction.

Summary Description: The proposed project is for the construction of additional hangars, a new general aviation terminal, flexible work space, and expanded vehicle parking. Because the proposed project would be built in an existing developed and paved area, it would not require any pre-construction environmental impact analysis.

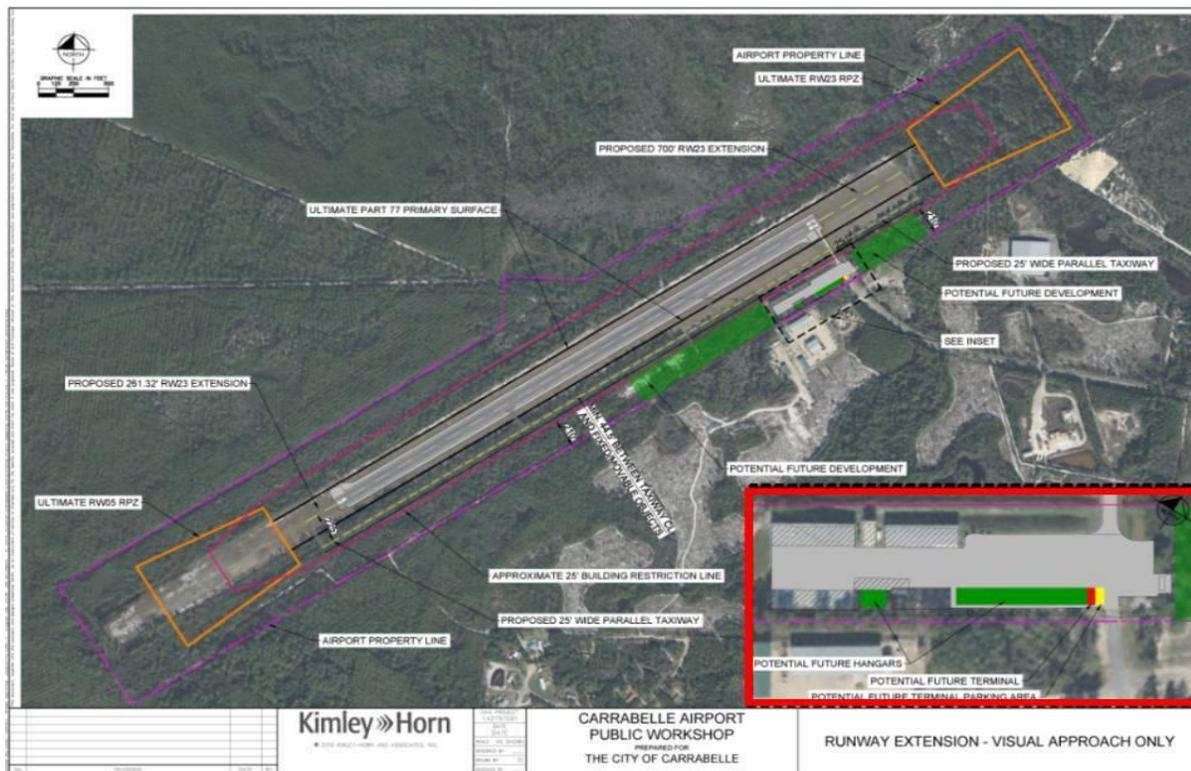


Figure 2: Proposed Project Area Location

The City of Carrabelle is seeking to expand and diversify economic development and economic activity by leveraging its existing assets. To this end, the proposed project will strengthen one of the City's most important assets: the Carrabelle-Thompson Airport. The specific developments in this project will improve airport operability and enhance airport services while simultaneously expanding opportunities for economic development, both at the airport and in the wider region. Furthermore, this project will provide both short-term and long-term benefits to the City of Carrabelle. In the short-term, the project will create immediate economic impacts through additional construction jobs. In the long-term, the project will create a source of sustained city revenue through hangar leases, while the improved and expanded airport facilities will provide a foundation for future airport growth.

The implementation of this project will contribute to increased economic activity in the City of Carrabelle and Franklin County. The additional hangar space called for by this project will increase the number of tenants at the airport, which will subsequently boost airport revenue and area employment. Because the airport is city owned, the revenue from the hangar leases would benefit both the airport and the City of Carrabelle as a whole. The proposed flexible work space will give airport tenants and users a convenient location to conduct business in a professional setting while also contributing to the diversification of economic activity at the airport. Additionally, the general aviation terminal will help increase airport capacity and will make the airport a more attractive facility for local and transient pilots, which will benefit vital local industries, such as tourism. Overall, these proposed improvements will increase economic opportunities in the region by building on and expanding existing infrastructure.

Expanding the airport will also improve the justification for the airport's inclusion in the National Plan of Integrated Airport Systems (NPIAS), which makes available Federal grants under the Airport Improvement Program (AIP). This funding would greatly enhance the operability of the airport through additional funding sources and federal operational standards.

County Coordinator's Report  
BOCC Regular Meeting  
April 16, 2019

1. Mr. Chris Rietow, ARPC Executive Director, is on your agenda today to provide a status update on the County's Geographical Information System (GIS) services map. ARPC is at a point where they are ready to sign an Interlocal Agreement with the County for GIS services. Mr. Rietow forwarded an Interlocal Agreement (attached) between Gadsden County and ARPC for similar services, that Franklin County can use as a template. Is the Board willing to authorize Attorney Shuler to review this contract and negotiate any changes with Mr. Rietow? **Board discussion/action.**
2. At the December 18, 2018 Regular Meeting the Commissioners authorized Weems Board of Directors to spend up to \$50,000 from the Sales Tax Trust Fund to obtain updated pricing for the construction of the new building. Mr. Cannington (Weems CEO) and his staff are working with the project's architects, TRO Jung Brannen, to obtain this price, which they are told should be available by Friday, May 10th. Therefore, Weems will be on your May 21st agenda to present this amount and discuss the project further.
3. On a related Weems matter, the new building project was presented to the City of Apalachicola for approval last week. It was necessary to ask the City to review and approve the project again because it has been over a year since the project received its first approval. The City approved the project last week.
4. At the last Weems Board of Directors meeting, there was a discussion related to the lease renewal of the Hospital's Arterial Blood Gas (ABG) Analyzer. An ABG Analyzer measures the amount of oxygen and carbon dioxide in the arteries to see how well the lung is functioning. During the discussion it was pointed out that the Hospital would save \$1,079 by purchasing the ABG Analyzer rather than continuing with the lease option. The purchase price of ABG Analyzer is \$8,275. **Board action** to authorize the \$8,275 purchase of the ABG Analyzer from the Sales Tax Trust Fund.
5. Ms. Lori Switzer, the County's SHIP Administrator, has submitted her new three-year (2019-2022) SHIP program administration services contract (link below) for your review and approval. In addition, she also submitted the County's three-year (2019-2022) Local Housing Assistance Plan (LHAP) (link below) for your review and approval. The main purpose of the LHAP is to detail how each local government will expend funds allocated to them for each fiscal year. Ms. Switzer stated that Florida Housing has approved the County's LHAP. **Board action** to approve Ms. Switzer's SHIP program administrative services contract and the LHAP, which includes the Chairman's signature on the LHAP Resolution and Certification.  
Link: [https://www.dropbox.com/sh/8eknwviefh4wpp/AAD\\_bTHm26Ju4bux4udx9u5Ra?dl=0](https://www.dropbox.com/sh/8eknwviefh4wpp/AAD_bTHm26Ju4bux4udx9u5Ra?dl=0)
6. Remind the Board that the Ribbon Cutting ceremony for Olan "Buddy" Ward Park & Maritime Museum will be this Thursday, April 18<sup>th</sup> at 11:00 a.m. The public is invited!

**INTERLOCAL AGREEMENT FOR GEOGRAPHIC INFORMATION SYSTEM  
SERVICES BETWEEN GADSDEN COUNTY, FLORIDA  
AND THE APALACHEE REGIONAL PLANNING COUNCIL**

THIS INTERLOCAL AGREEMENT is made effective as of the 1st day of January, 2018, by and between Gadsden County, Florida, a political subdivision of the State of Florida, whose address is 9 B. East Jefferson Street, Quincy, Florida 32351 (“County”) and the Apalachee Regional Planning Council, a legislatively created agency, whose address is 2507 Callaway Road, Suite 200, Tallahassee, FL 32303 (“Agency”).

**WITNESSETH:**

**WHEREAS**, the Agency and County are authorized by Florida Statutes 163.01 to enter into Interlocal Agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

**WHEREAS**, the County has determined the need for Geographic Information System (GIS) services; and

**WHEREAS**, part of the Agency’s mission is to provide technical assistance to local governments; and

**WHEREAS**, the Agency has the qualifications, experience, ability and expertise to perform the GIS services required by the County, and has agreed to provide the services to the County on the following terms and conditions.

**NOW THEREFORE**, in consideration of the foregoing and the mutual covenants, promises, obligations, and benefits set forth herein, the parties do hereby agree as follows:

**Section 1: Authority.**

This Agreement is entered into pursuant to the powers and authority granted to the parties under the Constitution and the laws of the State of Florida.

**Section 2: Specific Provisions.**

The Agency agrees to assign all planners with GIS expertise necessary to the completion of the tasks outlined in this GIS agreement with the County. The Scope of Work to be provided by the Agency will include:

1. Organize and streamline the County’s geo-database of shapefiles, assisting County personnel to identify and where possible, fill information gaps;
2. Update the County’s Future Land Use Map (FLUM) to reflect annexations, subdivisions, and FLUM amendments occurring since the last legally executed map was adopted (May 15, 2016);
3. Generate other Comprehensive Plan maps as the County determines necessary during the Comprehensive Plan update process and beyond;

4. Assist County personnel on-site and remotely to generate map products, provide geodatabase maintenance, and solve GIS data needs on an on-demand basis; and,
5. Advise the County of necessary GIS software revisions and updates and installation, as necessary.
6. The County shall compensate the Agency for services performed at the hourly rate of \$50.00 per hour, to be billed in one-quarter (1/4) of an hour increments. The hourly rate shall include all direct and indirect costs, and the Agency shall not be entitled to additional compensation for any costs and expenses incurred in the performance of the services. The Agency shall submit an invoice for services performed each month. The invoice shall clearly detail the number of hours worked per day during the period and a summary of the services performed. Compensation shall not exceed \$10,000.00 annually. Payments shall be made within thirty (30) days of submission and approval of an invoice for services. The Agency shall not be entitled to payment for any services performed following termination of the Agreement.

**Section 3: General Provisions.**

1. Disputes. Any and all disputes, including but not limited to those concerning billing and payment, shall be resolved by the County Administrator. All decisions of the County Administrator shall be final.
2. Compliance with Applicable Law. The parties will comply with all applicable local, state, and federal laws in their performance of this Agreement.
3. Effective Date. This Agreement shall be filed in the office of the Clerk of Court of Gadsden County and shall be effective as of January 1, 2018.
4. Execution. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one in the same instrument.
5. Expiration. This Agreement shall expire on September 30, 2018, unless terminated earlier as set forth herein or extended by written agreement of the parties.
6. Termination. Either party may terminate this Agreement without cause by providing 30 days' written notice of intent to terminate. In the event of termination, the County shall pay all amounts due for services performed during the term of the Agreement.
7. Property of County. All works commenced in connection with this Agreement, including but not limited to, all intellectual property, writings, drawings, graphics, and computer files, as well as all data collected and summaries and charts derived therefrom (collectively, "Works"), shall be works made for hire and shall become the property of the County in their native and executable format immediately upon commencement without restriction or limitation on their use and will be made available to the County at any time during the performance of the Agreement and upon completion or termination of this Agreement. Upon delivery to the County, the County will become the custodian of the Works. The County shall have the ability to copyright or trademark any Works, and the Agency shall not copyright or trademark any Works in favor of the Agency.

8. Amendment. This Agreement shall not be amended or extended except in writing signed by both parties.
9. Appropriation; Subject to Available Funds. Any amounts due under this Agreement shall be subject to the amounts budgeted by the County as amounts available for expenditure for the continued performance of this Agreement, and the County shall not be liable for any amounts which are not included in the adopted budget for any fiscal year. Nothing herein will prevent the County from entering into the Agreement prior to the adoption of a budget for any fiscal year or for a term exceeding one year, but the Agreement shall be executory only for any amounts which are not included in an adopted budget. The County's disbursement of funds which were not budgeted or otherwise available for disbursement shall not constitute a waiver of the County's rights hereunder and shall not make the County liable for any further payment.
10. Choice of Law, Venue, and Severability. This Agreement shall be construed and interpreted in accordance with Florida law. Venue for any action brought in relation to this Agreement shall be in a court of competent jurisdiction in Gadsden County, Florida. If any provision of this Agreement shall be held or deemed to be illegal, inoperative or unenforceable for any reason, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.
11. No Assignment. This Agreement is not assignable.
12. Records. For the services performed under this Agreement, the Agency shall maintain books, records, documents, and other evidence according to generally accepted governmental accounting principles, procedures, and practices which sufficiently and properly reflect all costs and expenditures of any nature, incurred by the Agency in connection with the services performed under this Agreement.

**IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE GADSDEN COUNTY CLERK OF COURTS, 10 E. JEFFERSON ST., QUINCY, FL 32351, (850) 875-8612, [clerkofcourt@gadsdenclerk.com](mailto:clerkofcourt@gadsdenclerk.com).**

The Agency must comply with the public records laws, Chapter 119, F.S.; specifically the Agency shall:

- a. Keep and maintain public records required by the Agency to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a

reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.

- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Agency does not transfer the records to the County.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Agency or keep and maintain public records required by the Agency to perform the service. If the Agency transfers all public records to the County upon completion of the contract, the Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Agency keeps and maintains public records upon completion of the contract, the Agency shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the County, upon the request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

The County shall have the right from time to time at its sole expense to audit the compliance by the Agency with the terms, conditions, obligations, limitations, restrictions and requirements of this Agreement and such right shall extend for a period of five (5) years after termination of this Agreement. However, notwithstanding the above, no books, records, documents, or other evidence reflecting all costs and expenditures incurred under this Agreement shall be destroyed until proper authorization for the disposal has been received pursuant to Florida law.

13. No Third Party Beneficiary. This Agreement is solely for the benefit of the County and the Agency, and no right or cause of action shall accrue upon or by reason hereof, or for the benefit of any third party. Nothing in this Agreement, either express or implied, is intended or shall be construed to confer upon or give any person or entity, other than the parties hereto, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions hereof.
14. Contractual Relationship. The relationship between the County and the Agency is such that the Agency shall be an independent contractor for all purposes. Neither the Agency nor any agent or employee thereof shall be an agent or employee of the County for any reason. Nothing in this agreement shall be deemed to create a partnership or joint venture between the Agency and the County, or between the County and any other party, or cause the County to be liable or responsible in any way for the actions, omissions, liabilities, debts, or obligations of the Agency or any other person or entity.
15. Agency Employees. The Agency employees providing the services described herein shall be employees of the Agency and the Agency shall be responsible for the payment of wages and other compensation due to said persons in compliance with all applicable federal, state, and other payroll requirements. The Agency shall provide workers compensation, tax withholding, and other benefits as may be appropriate. Agency employees that provide services specified herein shall not be eligible to participate in any benefits or retirement

plan of the County. The Agency shall maintain for the duration of the Agreement insurance to protect against all claims for injuries to persons or damages to property which may arise from or in connection with the performance of this Agreement by the Agency, his agents, representatives, and employees.

16. Liability; Indemnification; Hold Harmless. The Agency expressly recognizes and agrees that it is solely responsible for the actions and omissions of its employees in the performance of this Agreement, and the County shall have no liability or responsibility for any damages or injury that result from or are related to any failure or deficiency in the actions or omissions of the Agency's employees at any time during the term of this Agreement or thereafter. The Agency shall be liable for all damages caused by or resulting from the breach of this Agreement by the Agency or due to any negligent or willful act or occurrence of omission or commission of the Agency, its delegates, agents or employees, related to the performance of this Agreement. To the greatest extent permitted by law, the Agency shall indemnify and hold harmless the County, its officers, employees, attorneys, and agents from and against all liabilities, damages, losses, costs (including, but not limited to, reasonable attorneys' fees, whether or not there is litigation, and including those incurred on appeal), and actions or causes of action of any nature whatsoever that may at any time be made or brought by anyone for the purpose of bringing or enforcing a claim due to an injury or damage allegedly resulting from any negligent or willful act or occurrence of omission or commission of the Agency, its delegates, agents or employees, related to the performance of this Agreement. The County's responsibility under this Agreement is limited solely to the payment of funds as set forth herein. The indemnity obligations of the Agency under this Agreement shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement. By entering into this Agreement, neither party intends and in no way waives any sovereign immunity rights that it possesses.
17. Entire Agreement. The parties agree and acknowledge that: (a) this Agreement constitutes a total and complete integration of the entire understanding and agreement between the parties; (b) there are no representations, warranties, understandings or agreements between the parties other than those specifically set forth in writing in this Agreement; (c) in entering into this Agreement, none of the parties has relied on any representation, warranty, understanding, agreement, promise or condition not specifically set forth in writing in this Agreement; and (d) except as expressly provided in this Agreement all prior and/or contemporaneous discussions, negotiations, agreements and writings have been and are terminated and superseded by this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be effective as of, though not necessarily executed on, the Effective Date.

ATTEST:

**APALACHEE REGIONAL PLANNING  
COUNCIL**

By: Janice Watson  
JANICE WATSON  
Finance Director

By: Chris Rietow  
CHRIS RIETOW  
Executive Director

ATTEST:

**GADSDEN COUNTY, FLORIDA**

By: \_\_\_\_\_  
NICHOLAS THOMAS, CLERK

By: \_\_\_\_\_  
BRENDA HOLT  
Chairperson, Gadsden County Board of County  
Commissioners

IN THE SECOND JUDICIAL  
CIRCUIT OF FLORIDA

OFFICE OF THE CHIEF JUDGE

IN RE: FRANKLIN COUNTY CANVASSING BOARD APPOINTMENTS

---

**WHEREAS**, section 102.141(1), Florida Statutes provides in part that “Alternate canvassing board members must be appointed ... In the event any member of the county canvassing board is unable to serve, ... such member shall be replaced as follows:”; and

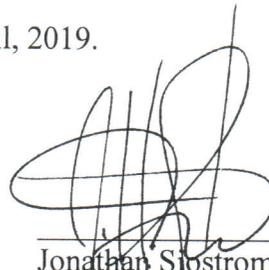
**WHEREAS**, section 102.141(1)(a), Florida Statutes provides in part that “If no county court judge is able to serve or if all are disqualified, the chief judge of the judicial circuit in which the county is located shall appoint as a substitute member a qualified elector ...”; and

**WHEREAS**, section 102.141(1)(e)1, Florida Statutes provides in part that “The chief judge of the judicial circuit ... shall appoint an alternate member who is qualified to serve as a substitute member ...”; and

**NOW THEREFORE**, it is **ORDERED** that:

1. If Franklin County Judge J. Gordon Shuler is unable to serve as a Franklin County Canvassing Board member for any election, then Steve Watkins, III is appointed as the Alternate Franklin County Canvassing Board Member; and
2. If both Franklin County Judge J. Gordon Shuler and Steve Watkins, III are unable to serve as a Franklin County Canvassing Board Member, then Rachel Chesnut is appointed as the Second Alternate Franklin County Canvassing Board Member.
3. This order shall be effective immediately.

**DONE AND ORDERED** this 1<sup>st</sup> day of April, 2019.

  
Jonathan Sjostrom  
CHIEF JUDGE

Copies furnished to:

Mr. Steve Watkins, III

Ms. Rachel Chesnut

The Honorable Marcia Johnson, Franklin County Clerk of Circuit Court

The Honorable Noah Lockley, Jr., Chair, Franklin County Board of County Commissioners

The Honorable Heather Riley, Franklin County Supervisor of Elections

The Honorable J. Gordon Shuler, Franklin County Judge

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for approval of amended  
standard offer contract (Schedule COG-2)  
based on a combustion turbine avoided unit, by  
Duke Energy Florida, LLC.

DOCKET NO. 20180073-EQ  
ORDER NO. PSC-2019-0122-CO-EQ  
ISSUED: April 4, 2019

CONSUMMATING ORDER

BY THE COMMISSION:

By Order No. PSC-2019-0092-PAA-EQ, issued March 8, 2019, this Commission proposed to take certain action, subject to a Petition for Formal Proceeding as provided in Rule 25-22.029, Florida Administrative Code. No response has been filed to the order, in regard to the above mentioned docket. It is, therefore,

ORDERED by the Florida Public Service Commission that Order No. PSC-2019-0092-PAA-EQ has become effective and final. It is further

ORDERED that this docket is hereby closed.

By ORDER of the Florida Public Service Commission this 4th day of April, 2019.



---

ADAM J. TEITZMAN  
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.

CWM

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any judicial review of Commission orders that is available pursuant to Section 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 judicial review will be granted or result in the relief sought.

Any party adversely affected by the Commission's final action in this matter may request judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or the First District Court of Appeal in the case of a water and/or wastewater utility by filing a notice of appeal with the Office of Commission Clerk and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days after the issuance of this order, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900(a), Florida Rules of Appellate Procedure.

BRENDA LAPAZ  
MAYOR-COMMISSIONER

CAL ALLEN  
COMMISSIONER

FRANKLIN MATHES  
COMMISSIONER

KEITH WALDEN  
COMMISSIONER

ANTHONY "TONY" MILLENDER  
COMMISSIONER

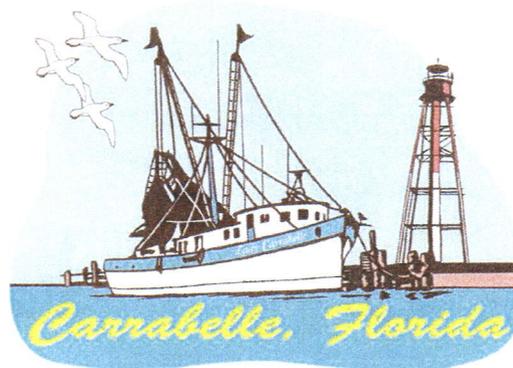
# CITY OF CARRABELLE CARRABELLE, FLORIDA

DAN HARTMAN  
CITY ATTORNEY

COURTNEY DEMPSEY  
CITY ADMINISTRATOR

KEISHA MESSER  
CITY CLERK

1206 HWY 98 E  
CARRABELLE, FLORIDA 32322  
TELEPHONE: 850-697-3618  
FAX: 850-697-3156



## NOTICE OF INTENT TO APPROVE

Dear Property Owner,

HSC Carrabelle, L.L.L. has applied for Site Plan and Development Order approval with the City of Carrabelle for a project involving the construction of a 10,640 sq.ft. retail building which will include associated parking and stormwater facilities. This project will be constructed on the applicant's property located on Hwy 98 between 5<sup>th</sup> and 7<sup>th</sup> Street NE. You are receiving this notice because you are an adjacent property owner. The proposed building and associated facilities are required to meet all City Development Standards and Land Development Code regulations. These include but are not limited to development standards governing collection and treatment of stormwater, parking, landscaping and building placement on the site.

A complete set of plans for the project and applicable regulations are available for review in the City Clerk's office in City Hall at the address above. The Planning and Zoning Board will conduct a review of the proposed project on April 18, 2019 at 2:00 p.m. and the City Commission will take action regarding the applicant's project on May 2, 2019 at 6:00 p.m. Any objections to the proposed project or proposed modifications to the project application must be submitted in writing to City Administrator, Courtney Dempsey within ten (10) working days of this notice. All such information received shall be considered by the Administrator. You are also encouraged to attend the meeting(s) in person in order to raise any objections or to propose any modifications. You have the right to appeal a decision reached by the City through the applicable appeal process.

Sincerely,

*Keisha Messer*

Keisha Messer  
City Clerk

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

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

DOCKET NO. 20190023-EI  
ORDER NO. PSC-2019-0100-TRF-EI  
ISSUED: March 13, 2019

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 DUKE ENERGY FLORIDA, LLC'S  
LS-1 RATE SCHEDULE MODIFICATIONS

BY THE COMMISSION:

Background

On January 17, 2019, Duke Energy Florida, LLC (DEF or utility), filed a petition for approval of modifications to its Lighting Service (LS-1) rate schedule. Specifically, DEF proposed to close the metal halide and sodium vapor fixture options for new installations, add new Light Emitting Diode (LED) fixtures, and add new pole options. The tariff sheets approved herein are included as Attachment 1.

On February 8, 2019, DEF responded to Commission staff's first data request. We have jurisdiction over this matter pursuant to Section 366.06, Florida Statutes.

Decision

DEF's LS-1 rate schedule is available to customers for the purpose of lighting roadways and other outdoor areas. DEF proposed four revisions to its LS-1 rate schedule which are discussed below.

First, DEF proposed to close the metal halide fixture options for new installations. Existing metal halide lighting customers can continue to use them until either the fixture or the ballast, or both, fails. The ballast regulates the current to the lamps and provides voltage to start the lamps. At the time of fixture or ballast failure, the metal halide fixture will be replaced with a comparable LED fixture and applicable monthly rates will apply. LED fixtures do not require a ballast to regulate the current.

DEF explained that the Energy Independence and Security Act of 2007 requires that ballasts installed in metal halide fixtures meet higher energy efficiency standards, and as of early 2017, certain metal halide lamps of certain wattages cannot contain a probe-start ballast. DEF stated that metal halide fixtures and ballasts have been gradually phased out in order to meet the Energy Independence and Security Act of 2007 guideline requirements; therefore, manufacturers no longer produce metal halide fixtures.

Second, DEF proposed to close the sodium vapor fixture options for new installations. Although the Energy Independence and Security Act of 2007 does not limit the production of ballasts for sodium vapor fixtures, manufacturers are now primarily producing LED fixtures. DEF contends that the market is moving towards higher energy efficiency lighting technology and customers also prefer LED lighting.

Existing sodium vapor lighting customers can continue to use them until the fixture fails or the damaged fixture needs repair along with the replacement of the ballast. At that time, DEF explained that it will work with the customer to find a sodium vapor fixture that matches what is currently in the neighborhood or replace the sodium vapor fixture with a comparable LED fixture. DEF stated that as manufacturers continue to transition away from sodium vapor lights towards LED fixtures, finding a matching sodium vapor fixture may become increasingly difficult.

Third, in order to expand the fixture and pole options available to customers, DEF proposed to add several new LED fixtures and pole options to its existing offerings. The proposed new fixtures and poles are shown in revised Tariff Sheet Nos. 6.2811, 6.2812, 6.282, and 6.2821.

The utility provided cost support information for the newly introduced LED fixtures and poles. The charges for the LED fixtures are comprised of three components: a fixture charge, a maintenance charge, and a non-fuel energy charge, consistent with DEF's other lighting options. The fixture charges were developed based on material, design, labor, storage, and vehicle costs associated with the installation multiplied by the currently approved 1.59 percent fixture rental rate to determine the monthly fixture charge. The maintenance charges were developed based on DEF's estimated maintenance cost for the components (e.g., driver, photo control, luminaire) of the fixtures. The non-fuel energy charge is determined by multiplying the estimated kilowatt-hour usage by fixture type by the currently approved non-fuel energy charge for lighting service (2.547 cents per kilowatt-hour). All other Commission-approved LS-1 recovery clause factors will be applied to the estimated usage.

The monthly pole charges were developed based on the material costs and DEF's labor rates to install a pole multiplied by the currently approved 1.82 percent pole rental rate. The new pole types are aluminum or concrete.

Finally, DEF proposed to update Note 2 under Notes to Per Unit Charges on revised Tariff Sheet No. 6.283. The proposed revision will make the Note more applicable to LED lighting fixtures, which do not contain ballasts, and state that the wattage ratings may vary with lamp configuration.

We have reviewed the petition, data responses, and the necessary cost support information submitted by DEF, and find the charges are reasonable and appropriate. The proposed new LED fixture and pole options are cost based and expand the fixture and pole options available to customers. Closing the current metal halide and sodium vapor options to new installations allows DEF to recognize energy efficiencies and technological improvements in the lighting industry.

Given the information discussed above, we find that DEF's modifications to its LS-1 rate schedule are reasonable and are hereby approved. The revised tariffs are effective as of March 5, 2019, the date of our vote on this matter.

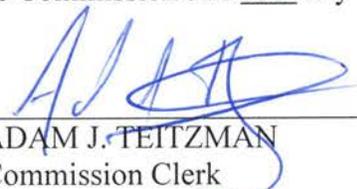
Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that Duke Energy Florida, LLC's modifications to its LS-1 rate schedule, as discussed in the body of this Order, are approved effective March 5, 2019. It is further

ORDERED that if a protest is filed within 21 days of issuance of this Order, the revised tariffs shall remain in effect with any charges 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.

By ORDER of the Florida Public Service Commission this 13th day of March, 2019.

  
ADAM J. TEITZMAN  
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.

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 these tariffs are 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 April 3, 2019. 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.



6.280

SECTION NO. VI  
 THIRTY-~~SECOND~~-THIRD REVISED SHEET NO. 6.280  
 CANCELS THIRTY-~~FIRST~~-~~SECOND~~ REVISED SHEET NO.

Page 1 of 68

**RATE SCHEDULE LS-1  
 LIGHTING SERVICE**

**Availability:**

Available throughout the entire territory served by the Company.

**Applicable:**

To any customer for the sole purpose of lighting roadways or other outdoor land use areas; served from either Company or customer owned fixtures of the type available under this rate schedule. Service hereunder is provided for the sole and exclusive benefit of the customer, and nothing herein or in the contract executed hereunder is intended to benefit any third party or to impose any obligation on the Company to any such third party.

**Character of Service:**

Continuous dusk to dawn automatically controlled lighting service (i.e. photoelectric cell); alternating current, 60 cycle, single phase, at the Company's standard voltage available.

**Limitation of Service:**

Availability of certain fixture or pole types at a location may be restricted due to accessibility.

Standby or resale service not permitted hereunder. Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations Governing Electric Service."

**Rate Per Month:**

**Customer Charge:**

Unmetered: \$ 1.31 per line of billing  
 Metered: \$ 3.77 per line of billing

**Energy and Demand Charge:**

Non-Fuel Energy Charge: 2.547¢ per kWh

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

**Per Unit Charges:**

**I. Fixtures:**

BILLING TYPE	DESCRIPTION	LAMP SIZE <sup>2</sup>			CHARGES PER UNIT		
		INITIAL LUMENS OUTPUT	LAMP WATTAGE	kWh	FIXTURE	MAINTENANCE	NON-FUEL ENERGY <sup>3</sup>
<b>Incandescent: <sup>1</sup></b>							
110	Roadway	1,000	105	32	\$1.03	\$4.07	\$0.82
115	Roadway	2,500	205	66	1.61	3.67	1.68
170	Post Top	2,500	205	72	20.39	3.67	1.83
<b>Mercury Vapor: <sup>1</sup></b>							
205	Open Bottom	4,000	100	44	\$2.55	\$1.80	\$1.12
210	Roadway	4,000	100	44	2.95	1.80	1.12
215	Post Top	4,000	100	44	3.47	1.80	1.12
220	Roadway	8,000	175	71	3.34	1.77	1.81
225	Open Bottom	8,000	175	71	2.50	1.77	1.81
235	Roadway	21,000	400	158	4.04	1.81	4.02
240	Roadway	62,000	1,000	386	5.29	1.78	9.83
245	Flood	21,000	400	158	5.29	1.81	4.02
250	Flood	62,000	1,000	386	6.20	1.78	9.83

(Continued on Page No. 2)

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

EFFECTIVE: ~~January 1, 2019~~



6-281

SECTION NO. VI  
~~TWENTY-NINTH~~~~THIRTIETH~~ REVISED SHEET NO. 6.281  
 CANCELS ~~TWENTY-EIGHTH~~~~NINTH~~ REVISED SHEET NO.

Page 2 of 68

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

I. Fixtures: (Continued)

BILLING TYPE	DESCRIPTION	LAMP SIZE <sup>2</sup>			CHARGES PER UNIT		
		INITIAL LUMENS OUTPUT	LAMP WATTAGE	kWh	FIXTURE	MAINTENANCE	NON-FUEL ENERGY <sup>3</sup>
	Sodium Vapor: <sup>1</sup>						
300	HPS Deco Rdwy White	50,000	400	168	\$14.73	\$1.61	\$4.28
301	Sandpiper HPS Deco Roadway	27,500	250	104	13.81	1.72	2.65
302	Sandpiper HPS Deco Rdwy Bk	9,500	100	42	14.73	1.58	1.07
305	Open Bottom <sup>+</sup>	4,000	50	21	2.54	2.04	0.53
310	Roadway <sup>+</sup>	4,000	50	21	3.12	2.04	0.53
313	Open Bottom <sup>+</sup>	6,500	70	29	4.19	2.05	0.74
314	Hometown II	9,500	100	42	4.08	1.72	1.07
315	Post Top - Colonial/Contemp <sup>+</sup>	4,000	50	21	5.04	2.04	0.53
316	Colonial Post Top <sup>+</sup>	4,000	50	34	4.05	2.04	0.87
318	Post Top <sup>+</sup>	9,500	100	42	2.50	1.72	1.07
320	Roadway-Overhead Only	9,500	100	42	3.64	1.72	1.07
321	Deco Post Top - Monticello	9,500	100	49	12.17	1.72	1.25
322	Deco Post Top - Flagler	9,500	100	49	16.48	1.72	1.25
323	Roadway-Turtle OH Only	9,500	100	42	4.32	1.72	1.07
325	Roadway-Overhead Only	16,000	150	65	3.78	1.75	1.66
326	Deco Post Top - Sanibel	9,500	100	49	18.16	1.72	1.25
330	Roadway-Overhead Only	22,000	200	87	3.64	1.83	2.22
335	Roadway-Overhead Only	27,500	250	104	4.16	1.72	2.65
336	Roadway-Bridge <sup>+</sup>	27,500	250	104	6.74	1.72	2.65
337	Roadway-DOT <sup>+</sup>	27,500	250	104	5.87	1.72	2.65
338	Deco Roadway-Maitland	27,500	250	104	9.62	1.72	2.65
340	Roadway-Overhead Only	50,000	400	169	5.03	1.76	4.30
341	HPS Flood-City of Sebring only <sup>+</sup>	16,000	150	65	4.06	1.75	1.66
342	Roadway-Tumpike <sup>+</sup>	50,000	400	168	8.95	1.76	4.28
343	Roadway-Tumpike <sup>+</sup>	27,500	250	108	9.12	1.72	2.75
345	Flood-Overhead Only	27,500	250	103	5.21	1.72	2.62
347	Clermont	9,500	100	49	20.65	1.72	1.25
348	Clermont	27,500	250	104	22.65	1.72	2.65
350	Flood-Overhead Only	50,000	400	170	5.19	1.76	4.33
351	Underground Roadway	9,500	100	42	6.22	1.72	1.07
352	Underground Roadway	16,000	150	65	7.58	1.75	1.66
354	Underground Roadway	27,500	250	108	8.10	1.72	2.75
356	Underground Roadway	50,000	400	168	8.69	1.76	4.28
357	Underground Flood	27,500	250	108	9.36	1.72	2.75
358	Underground Flood <sup>+</sup>	50,000	400	168	9.49	1.76	4.28
359	Underground Turtle Roadway	9,500	100	42	6.09	1.72	1.07
360	Deco Roadway Rectangular <sup>+</sup>	9,500	100	47	12.53	1.72	1.20
365	Deco Roadway Rectangular	27,500	250	108	11.89	1.72	2.75
366	Deco Roadway Rectangular	50,000	400	168	12.00	1.76	4.28
370	Deco Roadway Round <sup>+</sup>	27,500	250	108	15.41	1.72	2.75
375	Deco Roadway Round <sup>+</sup>	50,000	400	168	15.42	1.76	4.28
380	Deco Post Top - Ocala	9,500	100	49	8.78	1.72	1.25
381	Deco Post Top <sup>+</sup>	9,500	100	49	4.05	1.72	1.25
383	Deco Post Top-Biscayne	9,500	100	49	14.17	1.72	1.25
385	Deco Post Top - Sebring	9,500	100	49	6.75	1.72	1.25
393	Deco Post Top <sup>+</sup>	4,000	50	21	8.72	2.04	0.53
394	Deco Post Top <sup>+</sup>	9,500	100	49	18.16	1.72	1.25

(Continued on Page No. 3)

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

EFFECTIVE: ~~January 1, 2019~~



SECTION NO. VI  
~~NINTH-TENTH~~ REVISED SHEET NO. 6.2811  
 CANCELS ~~EIGHTH-NINTH~~ REVISED SHEET NO. 6.2811

Page 3 of 68							
RATE SCHEDULE LS-1 LIGHTING SERVICE (Continued from Page No. 2)							
I. Fixtures: (Continued)							
BILLING TYPE	DESCRIPTION	LAMP SIZE <sup>2</sup>			CHARGES PER UNIT		
		INITIAL LUMENS OUTPUT	LAMP WATTAGE	kWh	FIXTURE	MAINTENANCE	NON-FUEL ENERGY <sup>3</sup>
<b>Metal Halide: <sup>1</sup></b>							
307	Deco Post Top-MH San bel P	11,600	150	65	\$16.85	\$2.68	\$1.66
308	Clermont Tear Drop P	11,600	150	65	19.91	2.68	1.66
309	MH Deco Rectangular P	36,000	320	126	13.07	2.74	3.21
311	MH Deco Cube P	36,000	320	126	15.98	2.74	3.21
312	MH Flood P	36,000	320	126	10.55	2.74	3.21
319	MH Post Top Biscayne P	11,600	150	65	15.24	2.68	1.66
327	Deco Post Top-MH San bel <sup>4</sup>	12,000	175	74	18.39	2.72	1.88
349	Clermont Tear Drop <sup>4</sup>	12,000	175	74	21.73	2.72	1.88
371	MH Deco Rectangular <sup>4</sup>	38,000	400	159	14.26	2.84	4.05
372	MH Deco Circular <sup>4</sup>	38,000	400	159	16.70	2.84	4.05
373	MH Deco Rectangular <sup>4,5</sup>	110,000	1,000	378	15.30	2.96	9.63
386	MH Flood <sup>4,5</sup>	110,000	1,000	378	13.17	2.96	9.63
389	MH Flood-Sportslighter <sup>4,5</sup>	110,000	1,000	378	13.01	2.96	9.63
390	MH Deco Cube <sup>4</sup>	38,000	400	159	17.44	2.84	4.05
396	Deco PT MH San bel Dual <sup>5</sup>	24,000	350	148	33.73	5.43	3.77
397	MH Post Top-Biscayne <sup>4</sup>	12,000	175	74	14.98	2.72	1.88
398	MH Deco Cube <sup>4,5</sup>	110,000	1,000	378	20.34	2.96	9.63
399	MH Flood	38,000	400	159	11.51	2.84	4.05
<b>Light Emitting Diode (LED):</b>							
106	Underground San bel	5,500	70	25	\$20.80	\$1.39	\$0.64
107	Underground Traditional Open	3,908	49	17	13.57	1.39	0.43
108	Underground Traditional w/Lens	3,230	49	17	13.57	1.39	0.43
109	Underground Acorn	4,332	70	25	20.16	1.39	0.64
111	Underground Mini Bell	2,889	50	18	17.88	1.39	0.46
121	<u>Shoebox Bronze III</u>	<u>21,164</u>	<u>213</u>	<u>75</u>	<u>20.42</u>	<u>1.39</u>	<u>1.91</u>
122	<u>Shoebox Bronze IV</u>	<u>20,555</u>	<u>213</u>	<u>75</u>	<u>20.42</u>	<u>1.39</u>	<u>1.91</u>
123	<u>Shoebox Bronze V</u>	<u>21,803</u>	<u>213</u>	<u>75</u>	<u>20.42</u>	<u>1.39</u>	<u>1.91</u>
124	<u>Shoebox Black III</u>	<u>21,164</u>	<u>213</u>	<u>75</u>	<u>20.42</u>	<u>1.39</u>	<u>1.91</u>
126	<u>Shoebox Black IV FWT</u>	<u>20,555</u>	<u>213</u>	<u>75</u>	<u>20.42</u>	<u>1.39</u>	<u>1.91</u>
127	<u>Shoebox Black V</u>	<u>21,803</u>	<u>213</u>	<u>75</u>	<u>20.42</u>	<u>1.39</u>	<u>1.91</u>
130	<u>Monticello 3000 Kelvin</u>	<u>4,430</u>	<u>50</u>	<u>17.5</u>	<u>20.16</u>	<u>1.39</u>	<u>0.45</u>
133	ATBO Roadway	4,521	48	17	6.22	1.39	0.43
134	Underground ATBO Roadway	4,521	48	17	7.71	1.39	0.43
136	Roadway	9,233	108	38	7.05	1.39	0.97
137	Underground Roadway	9,233	108	38	8.55	1.39	0.97
138, 176	Roadway	18,642	216	76	11.61	1.39	1.94
139	Underground Roadway	18,642	216	76	13.11	1.39	1.94
141, 177	Roadway	24,191	284	99	14.08	1.39	2.52
142, 162	Underground Roadway	24,191	284	99	15.58	1.39	2.52
147, 174	Roadway	12,642	150	53	9.74	1.39	1.35
148	Underground Roadway	12,642	150	53	11.24	1.39	1.35
151	ATBS Roadway	4,500	49	17	5.07	1.39	0.43
156	<u>Shoebox Bronze IV FWT</u>	<u>39,078</u>	<u>421</u>	<u>147</u>	<u>29.20</u>	<u>1.39</u>	<u>3.74</u>
157	<u>Shoebox Bronze V</u>	<u>43,317</u>	<u>421</u>	<u>147</u>	<u>29.20</u>	<u>1.39</u>	<u>3.74</u>
158	<u>Shoebox Black IV FWT</u>	<u>39,078</u>	<u>421</u>	<u>147</u>	<u>29.20</u>	<u>1.39</u>	<u>3.74</u>
159	<u>Shoebox Black V</u>	<u>43,317</u>	<u>421</u>	<u>147</u>	<u>29.20</u>	<u>1.39</u>	<u>3.74</u>
163	<u>Shoebox Pedestrian Bronze</u>	<u>3,130</u>	<u>50</u>	<u>17</u>	<u>12.91</u>	<u>1.39</u>	<u>0.43</u>
164	<u>Shoebox Pedestrian Black</u>	<u>3,130</u>	<u>50</u>	<u>17</u>	<u>14.05</u>	<u>1.39</u>	<u>0.43</u>
167	Underground Mitchell	5,186	50	18	21.44	1.39	0.46
168	Underground Mitchell w/Top Hat	4,336	50	18	21.44	1.39	0.46

(Continued on Page No. 4)

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

EFFECTIVE: ~~January 1, 2019~~



SECTION NO. VI  
 ORIGINAL SHEET NO. 6.2812

Page 4 of 8

**RATE SCHEDULE LS-1  
 LIGHTING SERVICE**  
 (Continued from Page No. 3)

**I. Fixtures: (Continued)**

BILLING TYPE	DESCRIPTION	LAMP SIZE <sup>2</sup>			CHARGES PER UNIT		
		INITIAL LUMENS OUTPUT	LAMP WATTAGE	KWh	FIXTURE	MAINTENANCE	NON-FUEL ENERGY <sup>3</sup>
<u>Light Emitting Diode (LED):</u>							
<u>Continued</u>							
169	Teardrop	8,472	150	52	28.54	1.39	1.32
181	Sanibel	10,820	150	52	21.31	1.39	1.32
182	Biscayne	4,655	60	21	19.11	1.39	0.53
183	Clermont	15,375	150	52	29.28	1.39	1.32
184	ATBS Roadway, Overhead Feed	4,195	40	14	4.57	1.39	0.36
185	ATBS Roadway, Underground Feed	4,195	40	14	6.06	1.39	0.36
186	ATBS Roadway, Overhead Feed	8,200	70	24	5.35	1.39	0.61
187	ATBS Roadway, Underground Feed	8,200	70	24	6.85	1.39	0.61
191	Flood Overhead Feed	13,729	130	46	10.57	1.39	1.17
192	Flood Overhead Feed	30,238	260	91	16.86	1.39	2.32
193	Clermont	7,451	50	18	26.91	1.39	0.46
194	Flood Underground Feed	13,729	130	46	12.06	1.39	1.17
195	LED Flood Underground Feed	30,238	260	91	18.35	1.39	2.32
196	Amber Roadway Overhead	4,133	70	25	11.28	1.39	0.64
197	Amber Roadway Underground	4,133	70	25	12.77	1.39	0.64
198	Amber Roadway Overhead	5,408	110	39	13.55	1.39	0.99
199	Amber Roadway Underground	5,408	110	39	15.04	1.39	0.99
361	Roadway <sup>1</sup>	6,000	95	33	16.93	2.43	0.84
362	Roadway <sup>1</sup>	9,600	157	55	20.07	2.43	1.40
363	Shoebox Type 3 <sup>1</sup>	20,664	309	108	41.08	2.84	2.75
364	Shoebox Type 4 <sup>1</sup>	14,421	206	72	32.59	2.84	1.83
367	Shoebox Type 5 <sup>1</sup>	14,421	206	72	31.65	2.84	1.83
369	Underground Biscayne	6,500	80	28	18.60	1.39	0.71

(Continued on Page No. 5)

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

EFFECTIVE:



SECTION NO. VI  
~~EIGHTEENTH-NINETEENTH~~ REVISED SHEET NO. 6.282  
 CANCELS ~~SEVENTEENTH-EIGHTEENTH~~ REVISED SHEET

NO. 6.282

Page 5 of 68

RATE SCHEDULE LS-1  
 LIGHTING SERVICE  
 (Continued from Page No. 34)

II. POLES

BILLING TYPE	DESCRIPTION	CHARGE PER UNIT
404	35' Deco Concrete – Mariner	\$22.35
405	Concrete, 30/35'	5.05
406	16' Deco Conc – Single Sanibel	11.70
407	16' Decon Conc – Double Sanibel	12.61
408	26' Aluminum DOT Style Pole	45.92
409	36' Aluminum DOT Style Pole	54.80
410	Concrete, 15' 1	2.31
411	16' Octagonal Conc 1	2.18
412	32' Octagonal Deco Concrete	16.29
413	25' Tenon Top Concrete	11.84
415	Concrete, Curved 1	4.77
418	35' Tenon Top Black Concrete	20.14
420	Wood, 30/35'	2.17
422	<u>36ft OAL Aluminum Fluted Multi-Use Pole</u>	<u>117.51</u>
423	<u>29ft OAL Aluminum Fluted Multi-Use Pole</u>	<u>113.25</u>
424	<u>36ft OAL Aluminum 10" Multi-Use Pole</u>	<u>101.90</u>
425	Wood, 14' Laminated 1	2.38
428	Deco Fiberglass, 35', Bronze, Reinforced 1	19.11
429	Deco Fiberglass, 41', Bronze, Reinforced 1	31.54
430	Fiberglass, 14', Black 1	2.51
431	Deco Fiberglass, 41', Bronze 1	17.18
432	Deco Fiberglass, 35', Bronze, Anchor Base 1	27.49
433	Deco Fiberglass, 35', Bronze 1	13.60
434	Deco Fiberglass, 20', Black, Deco Base 1	12.47
435	Aluminum, Type A 1	6.59
436	Deco Fiberglass, 16', Black, Fluted 1	19.50
437	Fiberglass, 16', Black, Fluted, Dual Mount 1	21.94
438	Deco Fiberglass, 20', Black 1	5.85
439	Black Fiberglass 16'	19.78
440	Aluminum, Type B 1	7.33
441	15' Black Aluminum	6.54
442	<u>40ft OAL Conc Static Cast Multi-Use Pole</u>	<u>46.18</u>
443	<u>45ft OAL Conc Static Cast Multi-Use Pole</u>	<u>48.73</u>
445	Aluminum, Type C 1	14.33
446	Deco Fiberglass, 30', Bronze 1	11.57
447	Deco Fiberglass, 35', Silver, Anchor Base 1	21.40
448	Deco Fiberglass, 41', Silver 1	18.00
449	Deco Fiberglass, 16', Black, Fluted, Anchor Base 1	17.35
450	Concrete, 1/2 Special	1.75
451	<u>36ft OAL Aluminum Multi-Use Pole</u>	<u>84.19</u>
452	<u>36ft Aluminum Breakaway Pole</u>	<u>43.51</u>
453	<u>46ft Aluminum Breakaway Pole</u>	<u>46.87</u>
454	<u>35ft OAL Promenade Receptacle Pole</u>	<u>40.22</u>
455	Steel, Type A 1	4.11
457	<u>46ft OAL Aluminum I-Drive Multi-Use Pole</u>	<u>75.92</u>
460	Steel, Type B 1	4.41
465	Steel, Type C 1	6.17
466	16' Deco Con Vic II – Dual Mount	18.06
467	16' Deco Conc Washington – Dual	25.87
468	16' Deco Conc Colonial – Dual Mount	13.35
469	35' Tenon Top Quad Flood Mount	13.63
470	45' Tenon Top Quad Flood Mount	18.90
471	22' Deco Concrete	14.99
472	22' Deco Conc Single San bel	16.03
473	22' Deco Conc Double San bel	17.26
474	22' Deco Conc Double Mount	18.74
476	25' Tenon Top Bronze Concrete	17.54
477	30' Tenon Top Bronze Concrete	18.70
478	35' Tenon Top Bronze Concrete	20.14
479	41' Tenon Top Bronze Concrete	24.33
480	Wood, 40/45'	5.25
481	30' Tenon Top Concrete, Single Flood Mount	10.06
482	30' Tenon Top Conc, Double Flood Mount/Includes Bracket	12.29
483	46' Tenon Top Conc, Triple Flood Mount/Includes Bracket	18.80
484	46' Tenon Top Conc, Double Flood Mount/Includes Bracket	18.50
485	Concrete, 40/45'	10.19
486	Tenon Style Concrete 46' Single Flood Mount	15.31
487	35' Tenon Top Conc, Triple Flood Mount/Includes Bracket	13.53

(Continued on Page No. 56)

ISSUED BY: Javier J. Portuondo, Managing Director Rates & Regulatory Strategy – FL  
 EFFECTIVE: January 5, 2016



SECTION NO. VI  
~~EIGHTEENTH-NINETEENTH~~ REVISED SHEET NO. 6.282  
CANCELS ~~SEVENTEENTH-EIGHTEENTH~~ REVISED SHEET

NO. 6.282

			Page 5 of 68
488	35' Tenon Top Conc, Double Flood Mount/Includes Bracket	13.23	
489	35' Tenon Top Concrete, Single Flood Mount	11.00	

(Continued on Page No. 56)

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

EFFECTIVE: January 5, 2016



SECTION NO. VI  
 ORIGINAL SHEET NO. 6.2821

Page 6 of 8

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

**II. POLES**

490	Special Concrete 13'- <sup>4</sup>	17.39
491	30' Tenon Top Conc. Triple Flood Mount/Includes Bracket	12.60
492	16' Smooth Decorative Concrete/The Colonial	8.99
493	19' White Aluminum <sup>4</sup>	25.87
494	46' Tenon Top Concrete/Non-Flood Mount/1-4 Fixtures	16.27
495	Dual Mount 20' Fiberglass <sup>4</sup>	10.84
496	30' Tenon Top Concrete/Non-Flood Mount/1-4 Fixtures	12.44
497	16' Decorative Concrete w/decorative base/The Washington	21.77

BILLING TYPE	DESCRIPTION	CHARGE PER UNIT
490	Special Concrete 13' - <sup>1</sup>	17.39
491	30' Tenon Top Conc. Triple Flood Mount/Includes Bracket	12.60
492	16' Smooth Decorative Concrete/The Colonial	8.99
493	19' White Aluminum <sup>1</sup>	25.87
494	46' Tenon Top Concrete/Non-Flood Mount/1-4 Fixtures	16.27
495	Dual Mount 20' Fiberglass <sup>1</sup>	10.84
496	30' Tenon Top Concrete/Non-Flood Mount/1-4 Fixtures	12.44
497	16' Decorative Concrete w/decorative base/The Washington	21.77
498	35' Tenon Top Concrete/Non-Flood Mount/1-4 Fixtures	13.37
499	16' Decorative Concrete-Vic II	13.07

(Continued on Page No. 7)

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

**EFFECTIVE:**



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

Page ~~5-6~~ of ~~68~~

**RATE SCHEDULE LS-1  
 LIGHTING SERVICE**  
 (Continued from Page No. ~~64~~)

**III. Additional Facilities**

**BILLING TYPE**

**Electrical Pole Receptacle <sup>4</sup>**

	<b>Single</b>	
<b>401</b>		\$3.00 per unit
<b>402</b>	<b>Double</b>	\$3.90 per unit

**Notes to Per Unit Charges:**

- (1) Restricted to existing installations.
- (2) Lumens output and wattage ratings may vary with lamp configuration and/or age 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. 6.105
Right-of-Way Utilization Fee:	See Sheet No. 6.105
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.

(Continued on Page No. ~~67~~)

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

EFFECTIVE: ~~May 8, 2018~~



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

Page ~~6-7~~ of ~~68~~

RATE SCHEDULE LS-1  
LIGHTING SERVICE  
(Continued from Page No. ~~57~~)

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. 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 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 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 2.1.(a) and/or 2.11 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: ~~May 8, 2018~~

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

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

DOCKET NO. 20190023-EI  
ORDER NO. PSC-2019-0125-CO-EI  
ISSUED: April 8, 2019

CONSUMMATING ORDER

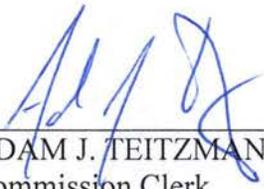
BY THE COMMISSION:

By Order No. PSC-2019-0100-TRF-EI, issued March 13, 2019, this Commission proposed to take certain action, subject to a Petition for Formal Proceeding as provided in Rule 25-22.029, Florida Administrative Code. No response has been filed to the Order in regard to the above mentioned docket. It is, therefore,

ORDERED by the Florida Public Service Commission that Order No. PSC-2019-0100-TRF-EI has become effective and final. It is further

ORDERED that this docket shall be closed.

By ORDER of the Florida Public Service Commission this 8th day of April, 2019.

  
\_\_\_\_\_  
ADAM J. TEITZMAN  
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.

KBS

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any judicial review of Commission orders that is available pursuant to Section 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 judicial review will be granted or result in the relief sought.

Any party adversely affected by the Commission's final action in this matter may request judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or the First District Court of Appeal in the case of a water and/or wastewater utility by filing a notice of appeal with the Office of Commission Clerk and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days after the issuance of this order, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900(a), Florida Rules of Appellate Procedure.

*Please join us for the Ribbon Cutting of  
Olan “Buddy” Ward Park  
&  
Maritime Museum*



Come celebrate the completion of

---

*Olan “Buddy” Ward Park  
& Maritime Museum*

---

11:00 a.m. on April 18, 2019 at the new park!

*Program of Events*

*Welcome*

**Chairman Noah Lockley Jr.  
Franklin County Commission**

*Invocation*

**Commissioner Ricky Jones  
Franklin County Commission**

*Anderson Construction Co. of North Florida*

**Garrett Anderson  
President**

*Department of Environmental Protection*

**Jim Oskowis**

*What this Park Means to Me*

**Commissioner Joseph “Smokey” Parrish  
Franklin County Commission**

*Commemoration*

**Sarah Ward**

*Celebration of the Park*

**Lunch**

Address: 441 US HWY 98 West, Apalachicola, Florida 32320