

**FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING
COURTHOUSE ANNEX – COMMISSION MEETING ROOM
JUNE 18, 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
- 9:45 AM** **John Solomon – TDC Administrator – Report**
- 10:00 AM** **Deborah R. Belcher – CDBG Administrator – Request**
- 10:15 AM** **Christine Lane – Langton Consulting – Presentation**
Ms. Lane will make a presentation on the MYP they have prepared
- 10:30 AM** **Marcia M. Johnson – Clerk of Courts – Report**
- 10:45 AM** **Alan Pierce – RESTORE Coordinator – Report**
- 11:00 AM** **Public Hearing – Ordinance to Amend the R-7 Zoning District**
An Ordinance Amending the R-7 Multi Family High Density residential zoning district to increase the minimum lot size from 2,900 square feet to 4,356 square feet; clarifying the maximum building height; adding that all lands in the district are subject to the Franklin County Critical Shoreline Ordinance and the Franklin County Flood Hazard Ordinance; providing for conditions, providing for severability; providing for inclusion in the county code and providing an effective date
- 11:15 AM** **Michael Morón – County Coordinator – Report**
- 11:45 AM** **T. Michael Shuler – County Attorney – Report**
- 12:00 PM** **Commissioners' Comments**
- 12:15 PM** **Adjourn**

June 18, 2019
Franklin County Road Department
Detail of Work Performed and Material Hauled by District
Detail from 5/30/2019 - 6/12/2019

District 1

Work Performed:

<u>Work Performed:</u>	<u>Date</u>	<u>Road</u>
Box drag	5/30/2019	Cook Street
Box drag	5/30/2019	W 6th Street
Box drag	5/30/2019	W 8th Street
Box drag	5/30/2019	W Pine Avenue
Box drag	5/30/2019	W 5th Street
Box drag	5/30/2019	E 6th Street
Box drag	5/30/2019	E 9th Street
Box drag	5/30/2019	E Pine Avenue
Box drag	5/30/2019	Baine Street
Box drag	5/30/2019	E Bay Shore Drive
Loaded Trucks	5/30/2019	Stock Pile, W 3rd Street
Box drag	5/30/2019	W 9th Street
Culvert installation	6/3/2019	Hickory Dip
Culvert installation	6/4/2019	E Pine Avenue
Loaded Trucks	6/4/2019	Stock Pile, W 3rd Street
Cut Trees down and removed, Cut bushes back, Trim Trees	6/5/2019	Gander Street
Sign Maintenance	6/5/2019	Cook Street
Cut Trees down and removed, Cut bushes back, Trim Trees	6/5/2019	W Bay Shore Drive
Sign Maintenance	6/6/2019	W Gulf Beach Drive
Box drag	6/10/2019	Land Street
Box drag	6/10/2019	Palmer Street
Box drag	6/10/2019	Gibson Street
Box drag	6/10/2019	Akel Street
Box drag	6/10/2019	W 12th Street
Box drag	6/10/2019	McCloud Street
Box drag	6/10/2019	Marks Street
Box drag	6/10/2019	Quinn Street
Box drag	6/10/2019	Bledsoe Street
Box drag	6/10/2019	Bell Street
Box drag	6/10/2019	Brinkley Street
Box drag	6/10/2019	E 11th Street
Box drag	6/10/2019	E 10th Street
Box drag	6/10/2019	W 10th Street
Box drag	6/10/2019	E 7th Street
Sign Maintenance	6/10/2019	Washington Street
Box drag	6/10/2019	E 9th Street
Box drag	6/10/2019	Wing Street
Sign Maintenance	6/10/2019	Tallahassee Street
Sign Maintenance	6/10/2019	Old Ferry Dock Road
Sign Maintenance	6/10/2019	Bull Street
Sign Maintenance	6/10/2019	Norvell Street
Sign Maintenance	6/10/2019	N Franklin Street
Sign Maintenance	6/10/2019	Avenue A
Sign Maintenance	6/10/2019	Barber St

District 1**Work Performed:**

<u>Work Performed:</u>	<u>Date</u>	<u>Road</u>
Sign Maintenance	6/10/2019	Bull Street
Sign Maintenance	6/10/2019	Power Drive
Box drag	6/10/2019	W 9th Street
Sign Maintenance	6/10/2019	Barber Street
Box drag	6/10/2019	E 6th Street
Sign Maintenance	6/10/2019	Segree Street
Box drag	6/10/2019	W 3rd Street
Box drag	6/10/2019	W 4th Street
Box drag	6/10/2019	W 5th Street
Box drag	6/10/2019	W 6th Street
Box drag	6/10/2019	W 8th Street
Sign Maintenance	6/10/2019	Segree Street
Graded Road(s)	6/10/2019	Bradford Street
Box drag	6/10/2019	Baine Street
Box drag	6/10/2019	Randolph Street
Graded Road(s)	6/10/2019	E Pine Avenue
Graded Road(s)	6/10/2019	Howell Street
Graded Road(s)	6/10/2019	Bruce Street
Graded Road(s)	6/10/2019	W Bay Shore Drive
Graded Road(s)	6/10/2019	Brown Street
Graded Road(s)	6/10/2019	Nedley Street
Graded Road(s)	6/10/2019	W Sawyer Street
Graded Road(s)	6/10/2019	W Pine Avenue
Box drag	6/10/2019	E 1st Street
Box drag	6/10/2019	Gunn Street
Box drag	6/10/2019	E 2nd Street
Box drag	6/10/2019	E 4th Street
Box drag	6/10/2019	E Bay Shore Drive
Graded Road(s)	6/10/2019	Patton Street
Sign Maintenance	6/11/2019	David Street
Sign Maintenance	6/11/2019	S Franklin Street
Parking lot repair	6/11/2019	Brown Elementary School
Sign Maintenance	6/11/2019	Barber St
Sign Maintenance	6/11/2019	David Street
Sign Maintenance	6/11/2019	Creamer Street
Sign Maintenance	6/11/2019	Patton Drive
Shoulder Work, Litter Pickup, Weed Eat & Cut Grass around signs & Culverts	6/11/2019	Patton Drive
Sign Maintenance	6/11/2019	Old Ferry Dock Road
Sign Maintenance	6/11/2019	Creamer Street
Cleaned ditches	6/11/2019	Patton Drive
Cut grass along shoulders of road on county right of way	6/12/2019	E Bay Shore Drive
Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	6/12/2019	Patton Drive
Cut grass along shoulders of road on county right of way	6/12/2019	E 9th Street
Cleaned ditches, Cleaned out culverts	6/12/2019	Patton Drive
Cut grass along shoulders of road on county right of way	6/12/2019	E 10th Street
Cut grass along shoulders of road on county right of way	6/12/2019	Baine Street
Cut grass along shoulders of road on county right of way	6/12/2019	E Pine Avenue

District 1**Work Performed:**

	<u>Date</u>	<u>Road</u>
Cut grass along shoulders of road on county right of way	6/12/2019	E 5th Street
Cut grass along shoulders of road on county right of way	6/12/2019	E 6th Street
Cut grass along shoulders of road on county right of way	6/12/2019	E 7th Street
Cut grass along shoulders of road on county right of way	6/12/2019	E 8th Street
Cut grass along shoulders of road on county right of way	6/12/2019	E Gulf Beach Drive

0

Material HAUL From:

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Dirty 89 Lime Rock	5/30/2019	Stock Pile, W 3rd Street	18	0
Dirty 89 Lime Rock	5/30/2019	Stock Pile, W 3rd Street	18	0
Dirty 89 Lime Rock	5/30/2019	Stock Pile, W 3rd Street	9	0
Dirty 89 Lime Rock	5/30/2019	Stock Pile, W 3rd Street	9	0
Dirty 89 Lime Rock	5/30/2019	Stock Pile, W 3rd Street	9	0

Dirty 89 Lime Rock**TOTAL****63 0**

Ditch Dirt	6/3/2019	Hickory Dip	18	0
Ditch Dirt	6/3/2019	Hickory Dip	18	0
Ditch Dirt	6/4/2019	E Pine Avenue	36	0

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

Litter	6/11/2019	Patton Drive	1	0
Litter	6/12/2019	Patton Drive	1	0

Litter**TOTAL****2 0**

Sand	5/30/2019	Stock Pile, W 3rd Street	108	0
Sand	5/30/2019	Stock Pile, W 3rd Street	108	0
Sand	6/4/2019	Stock Pile, W 3rd Street	54	0
Sand	6/4/2019	Stock Pile, W 3rd Street	54	0

Sand**TOTAL****324 0**

Trees	6/5/2019	W Bay Shore Drive	1	0
Trees	6/5/2019	Gander Street	1	0

Trees**TOTAL****2 0****Material HAUL To:**

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Dirty 89 Lime Rock	5/30/2019	W Sawyer Street	18	0
Dirty 89 Lime Rock	5/30/2019	W 9th Street	9	0
Dirty 89 Lime Rock	5/30/2019	W Pine Avenue	18	0
Dirty 89 Lime Rock	5/30/2019	W 8th Street	9	0
Dirty 89 Lime Rock	5/30/2019	E 6th Street	9	0
Dirty 89 Lime Rock	5/30/2019	E 10th Street	9	0
Dirty 89 Lime Rock	5/30/2019	Baine Street	9	0
Dirty 89 Lime Rock	5/30/2019	E Pine Avenue	18	0
Dirty 89 Lime Rock	6/3/2019	Hickory Dip	18	0
Dirty 89 Lime Rock	6/4/2019	E Pine Avenue	18	0
Dirty 89 Lime Rock	6/10/2019	Gunn Street	9	0
Dirty 89 Lime Rock	6/10/2019	Quinn Street	9	0
Dirty 89 Lime Rock	6/11/2019	Patton Drive	4	0

Dirty 89 Lime Rock**TOTAL****157 0****District 2****Work Performed:**

	<u>Date</u>	<u>Road</u>
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District 2**Work Performed:**

	<u>Date</u>	<u>Road</u>
Cut grass along shoulders of road on county right of way	5/30/2019	Pinewood Avenue
Cut bushes back	5/30/2019	CR67
Flagged	6/3/2019	CR67
Cut bushes back	6/3/2019	West Drive
Flagged	6/3/2019	CR67
Cut bushes back	6/3/2019	CR67
Box drag	6/4/2019	Avenue J NE
Box drag	6/4/2019	Jeff Sanders Road
Cut grass along shoulders of road on county right of way	6/4/2019	Apalachee Street
Cut bushes back	6/4/2019	Lake Morality Road
Shoulder Work, Driveway repair	6/5/2019	Alligator Drive
Cut Trees down and removed, Cut bushes back, Trim Trees	6/5/2019	Oak Street
Sign Maintenance	6/5/2019	Alligator Drive
Sign Maintenance	6/5/2019	Angus Morrison
Checked culverts	6/6/2019	McIntyre Road
Checked culverts	6/6/2019	Duvall Road
Cut bushes back	6/6/2019	David Patton park
Cut bushes back	6/6/2019	Ken Cope
Cut bushes back	6/12/2019	Lake Morality Road
Washout Repair	6/12/2019	CR30A

0

Material HAUL From:

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Broken Asphalt	6/5/2019	Stock Pile, CR 370 - Alligator Drive - Alligator	36	0
Broken Asphalt	6/5/2019	Alligator Drive	9	0
Broken Asphalt	6/5/2019	Stock Pile, CR 370 - Alligator Drive - Alligator	9	0

Broken Asphalt**TOTAL****54****0**

Dirty 89 Lime Rock

6/5/2019

Stock Pile, CR 370 - Alligator Drive - Alligator

72

0

Dirty 89 Lime Rock**TOTAL****72****0**

Trees

6/5/2019

Oak Street

1

0

Trees**TOTAL****1****0****Material HAUL To:**

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Broken Asphalt	6/5/2019	Stock Pile, CR 370 - Alligator Drive - Alligator	9	0

Broken Asphalt**TOTAL****9****0**

Dirty 89 Lime Rock

6/4/2019

Jeff Sanders Road

18

0

Dirty 89 Lime Rock

6/5/2019

Stock Pile, CR 370 - Alligator Drive - Alligator

18

0

Dirty 89 Lime Rock

6/5/2019

Alligator Drive

72

0

Dirty 89 Lime Rock

6/5/2019

Alligator Drive

6

0

Dirty 89 Lime Rock**TOTAL****114****0****District 3****Work Performed:**

	<u>Date</u>	<u>Road</u>
Sign Maintenance	6/10/2019	Adams Street

0

Material HAUL To:

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Black Dirt	6/6/2019	12th Street	9	0
Black Dirt	6/6/2019	Myrtle Ave	9	0

District 3**Material HAUL To:**

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Black Dirt		TOTAL	18	0

District 4**Work Performed:**

	<u>Date</u>	<u>Road</u>		
Cut grass along shoulders of road on county right of way	5/30/2019	Connector Road		
Cut grass along shoulders of road on county right of way	5/30/2019	Highland Park Road		
Cut grass along shoulders of road on county right of way	5/30/2019	Pine Drive		
Cut grass along shoulders of road on county right of way	5/30/2019	Jakie Whitehurst Street		
Cut grass along shoulders of road on county right of way	5/30/2019	Oyster Road		
Ground Maintenance (Cut grass, picked up litter, Weed Eat)	5/30/2019	Emergency Management (Apalachicola)		
Cut grass along shoulders of road on county right of way	5/30/2019	Rosemont Street		
Cleaned ditches	5/30/2019	26th Avenue		
Cut grass along shoulders of road on county right of way	5/30/2019	Bayview Drive		
Litter Pickup	6/3/2019	Pal Rivers Road		
Cut grass along shoulders of road on county right of way	6/4/2019	Gibson Road		
Cut grass along shoulders of road on county right of way	6/4/2019	Thomas Drive		
Cut grass along shoulders of road on county right of way	6/4/2019	Bay Shore Drive		
Cut grass along shoulders of road on county right of way	6/4/2019	Pal Rivers Road		
Weed Eat & Cut Grass around signs & Culverts	6/4/2019	Bayshore Drive		
Remove Trees	6/4/2019	Marks Street		
Cut grass along shoulders of road on county right of way	6/4/2019	Chapman Road		
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	6/4/2019	Bayshore Drive		
Cut grass along shoulders of road on county right of way	6/4/2019	Marks Street		
Cut grass along shoulders of road on county right of way	6/4/2019	Alan Drive		
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	6/5/2019	Bayview Drive		
VMS Work, Cut Grass, Blowed Sidewalks, Cleaned ditches, Litter pickup	6/5/2019	US HWY 98 (Apalachicola, Smokey)		
Cut grass along shoulders of road on county right of way	6/5/2019	Smith Road		
Cut grass along shoulders of road on county right of way	6/5/2019	Melanie Lane		
Cut grass along shoulders of road on county right of way	6/5/2019	US HWY 98 (Apalachicola, Smokey)		
Cut grass along shoulders of road on county right of way	6/5/2019	Paradise Lane		
Cut grass along shoulders of road on county right of way	6/5/2019	Magnolia Lane		
Cut grass along shoulders of road on county right of way	6/5/2019	Pine Log Road		
VMS Work, Cut Grass, Blowed Sidewalks, Cleaned ditches, Litter pickup	6/5/2019	US HWY 98 (Apalachicola, Smokey)		
Shoulder Work, Pot hole Repair (Fill)	6/6/2019	9 mile		
Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	6/6/2019	Bayview Drive		
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	6/10/2019	Pine Drive		
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	6/10/2019	Jakie Whitehurst Street		
Cleaned ditches	6/10/2019	Pine Drive		
Cut grass along shoulders of road on county right of way	6/10/2019	8 Mile		
Cut grass along shoulders of road on county right of way	6/10/2019	Tilton Road		
Cut grass along shoulders of road on county right of way	6/10/2019	CR30A		
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	6/10/2019	Jakie Whitehurst Street		
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	6/10/2019	Oyster Road		
Cut grass along shoulders of road on county right of way	6/10/2019	10 Mile		

District 4**Work Performed:**

	<u>Date</u>	<u>Road</u>
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	6/10/2019	Jakie Whitehurst Street
Cut grass along shoulders of road on county right of way	6/10/2019	Moses Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	6/10/2019	Oyster Road
Cut grass along shoulders of road on county right of way	6/11/2019	CR30A
Cut grass along shoulders of road on county right of way	6/11/2019	Apalachicola Air Port
Hauled Fuel to Equipment	6/12/2019	Emergency Management (Apalachicola)

0

Material HAUL From:

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Litter	6/3/2019	Pal Rivers Road	2	0
Litter	6/5/2019	US HWY 98 (Apalachicola, Smokey)	1	0
Litter	6/5/2019	Bayview Drive	1	0
Litter	6/10/2019	Jakie Whitehurst Street	1	0
Litter	6/10/2019	Oyster Road	1	0
Litter	6/10/2019	Jakie Whitehurst Street	1	0
Litter	6/10/2019	Pine Drive	1	0

Litter**TOTAL****8 0****Material HAUL To:**

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
89# Shell	6/6/2019	9 mile	18	0

89# Shell**TOTAL****18 0****Black Dirt**

6/4/2019

Marks Street

9 0

Black Dirt**TOTAL****9 0****Milled Asphalt**

6/6/2019

9 mile

9 0

Milled Asphalt**TOTAL****9 0****District 5****Work Performed:**

	<u>Date</u>	<u>Road</u>
Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/30/2019	Teresa Avenue
Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/30/2019	Wylonda Avenue
Weed Eat & Cut Grass around signs & Culverts	5/30/2019	Teresa Avenue
Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/30/2019	CC Land
Weed Eat & Cut Grass around signs & Culverts	5/30/2019	Wylonda Avenue
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/30/2019	Ridge Road
Cut grass in ditches	6/3/2019	CC Land
Weed Eat & Cut Grass around signs & Culverts	6/3/2019	Michael Way
Weed Eat & Cut Grass around signs & Culverts	6/3/2019	Teresa Avenue
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	6/3/2019	CC Land
Ground Maintenance (Cut grass, picked up litter, Weed Eat)	6/4/2019	Tourist Development Center
Cut grass along shoulders of road on county right of way	6/4/2019	Deason Street
Cut grass in ditches	6/4/2019	CC Land
Travel	6/4/2019	9th Street E
Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts	6/4/2019	Ridge Road
Box drag	6/4/2019	9th Street E
Cut grass in ditches	6/4/2019	Ridge Road
Ground Maintenance (Cut grass, picked up litter, Weed Eat)	6/4/2019	Tourist Development Center
Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts	6/4/2019	CC Land

District 5**Work Performed:**

<u>Work Performed:</u>	<u>Date</u>	<u>Road</u>
Travel, Checked county roads for safety of traveling for public	6/5/2019	Bloody Bluff Road
Travel, Checked county roads for safety of traveling for public	6/5/2019	Brick Yard Road
Cut grass along shoulders of road on county right of way	6/5/2019	Waddell Road
Travel, Checked county roads for safety of traveling for public	6/5/2019	Gardners Landing Road
Checked culverts	6/6/2019	New River Road
Beaver Dam - Take Out	6/6/2019	Lighthouse Road
Sign Maintenance	6/10/2019	Lucius Crum Road
Graded Road(s)	6/11/2019	Brick Yard Road
Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	6/11/2019	Ridge Road
Sign Maintenance	6/11/2019	Moore Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	6/11/2019	Ridge Road
Beaver Dam - Take Out	6/11/2019	Bloody Bluff Road
Sign Maintenance	6/11/2019	Varnes Street
Cemetery, Cut, Raked & Cleaned	6/12/2019	Eastpoint Cemetery
Cemetery, Cut, Raked & Cleaned	6/12/2019	Eastpoint Cemetery
Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	6/12/2019	St Teresa Ave
Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	6/12/2019	Michael Way
Cemetery, Cut, Raked & Cleaned	6/12/2019	Eastpoint Cemetery
Cleaned ditches, Cleaned out culverts	6/12/2019	Michael Way

0**Material HAUL From:**

<u>Material HAUL From:</u>	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Lime Rock Road Base	6/11/2019	Ridge Road	3	0
Lime Rock Road Base		TOTAL	3	0

Litter	5/30/2019	Ridge Road	1	0
Litter	6/11/2019	Ridge Road	1	0
Litter	6/12/2019	St Teresa Ave	1	0
Litter	6/12/2019	Michael Way	1	0
Litter		TOTAL	4	0

Material HAUL To:

<u>Material HAUL To:</u>	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Dirty 89 Lime Rock	6/11/2019	Brick Yard Road	18	0
Dirty 89 Lime Rock		TOTAL	18	0
Sand	6/5/2019	Vroomin Park	18	0
Sand		TOTAL	18	0



FRANKLIN COUNTY DEPARTMENT OF

Solid Waste & Recycling ❖ Animal Control ❖ Parks & Recreation
 210 State Road 65
 Eastpoint, Florida 32328
 Tel.: 850-670-8167
 Fax: 850-670-5716
 Email: fcswd@fairpoint.net

DIRECTOR’S REPORT

DATE June 12, 2019

TIME: 9:00 A.M.

SUBJECT(S):

Right-of-Way Debris Pickup/Recycle Material Hauled May 31st- June 11th
FOR BOARD INFORMATION:

May 31th -June 11th

RIGHT-OF-WAY DEBRIS PICKUP

Apalachicola	Eastpoint	St George Island	Carrabelle	Lanark	Alligator Point
41.14 TONS	62.48 TONS	55.01 TONS	15.56 TONS	4.49 TONS	33.78 TONS

RECYCLE MATERIAL HAULED

	Apalachicola	Eastpoint	St George Island	Carrabelle	Lanark	Alligator Point	St James
Cardboard	4.97 TONS	4.22 TONS	3.29 TONS	2.12 TONS	-0- TONS	-0- TONS	-0-TONS
Plastic,Paper, Glass, Aluminum	3.74 TONS	0.94 TONS	3.32 TONS	1.6 TONS	-0- TONS	-0- TONS	0.69 TONS

REQUESTED ACTION: Board Direction:

FOR BOARD INFORMATION:



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

Report to Board of County Commissioners

Date: June 18, 2019

Action Items:

1. Request Board Approval to for Emergency Management to advertise for the Emergency Management Contractual Services.

Information Items:

1. EM Staff is in the process of updating the County Emergency Management Plan.
2. EOC Staff is working diligently with FEMA representative to input all Project Worksheets for Hurricane Michael.
3. EOC Staff will be attending the Region 2 Meeting in Leon County on 6/20/2019
4. Tress Dameron will be attending the MCT 363 Workshop in Tallahassee on 6/23-6/25
5. 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

AGREEMENT

THIS IS AN AGREEMENT, dated the 5th day of June 2018, by and between:
Franklin County Board of County Commissioners is a “public agency”
as defined by Section 119.0701(1)(b), Florida Statutes

And

CONTRACTOR NAME, hereinafter referred to as "Contractor" as defined
by Section 119.0701(1)(a), Florida Statutes

Franklin County referred to as the “County” and the Wheeler may hereinafter collectively be referred to as the “Contractor” This agreement is entered into pursuant to the Competitive Solicitation and awarded a non-exclusive contract to **CONTRACTOR NAME on DATE.**

Franklin County and the Contractor, in accordance with the requirements of Section 119.0701, Florida Statutes, specifically understand, acknowledge and agree as follows:

The Contractor shall comply with the public records of the State of Florida and specifically agrees to:

- i. Keep and maintain public records that ordinarily and necessarily would be required by Franklin County in order to perform the services under this agreement;
- ii. Provide the public with access to public records on the same terms and conditions that Franklin County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- iii. Provide that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- iv. Meet all requirements for retaining public records and transfer, at no cost, to Franklin County all public records in possession the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records store electronically must be provided to Franklin County in a format that is compatible with the information technology systems of Franklin County.

Failure by the Contractor to comply with this section and the requirements herein, specifically including, but not limited to, failure by the Contractor to comply with a public records request, shall constitute a material breach of this agreement by the Contractor and shall permit Franklin County to

enforce any and all remedies available to it pursuant to this agreement or any other applicable provision of law.

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, Franklin County and the Contractor agree as follows:

WHEREAS, as of said date above, Contractor will become an independent contractor for Franklin County Emergency Management; and

WHEREAS, all parties agree upon the scope of services to be provided by the Contractor prior to work being performed.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed herein between the Parties hereto as follows:

ARTICLE 1

1.1. **RECITALS:** Each whereas clause set forth above is true and correct and herein incorporated by this reference.

ARTICLE 2
SCOPE OF SERVICES

The Contractor agrees to hold Franklin County and the State Division of Emergency Management harmless against all claims of whatever nature arising out of its performance of its work under this agreement to the extent allowed by law.

The Contractor is bound by all applicable state and federal laws and regulations and is bound by the terms of agreements between Franklin County and the State Division of Emergency Management, which are hereby incorporated herein by this reference.

Contractor agrees that progress on all activities performed pursuant to approved written task orders will be performed in a workman like manner according to the customary standards accepted in this industry and shall be documented in the quarterly reports submitted to Franklin County.

- Contractor shall provide exercise initiatives to Franklin County pursuant to approved written task orders.

- Contractor shall provide on-site technical assistance during an event causing an activation of the EOC or at the direction of the EM Director pursuant to approved written task orders, at the hourly rates in Attachment A.
- Contractor shall seek additional funding and resources to benefit the County's Emergency Services programs. No hourly rate will be paid for researching, writing or working on obtaining additional funds unless authorized
- Contractor may be responsible for the revision of existing plans, policies, and procedures or the development of new policies, plans or procedures directly or indirectly related to Emergency Management.
- Contractor shall serve as needed on behalf of the Director pursuant to approved written task orders.
- Contractor shall obtain resources for recovery efforts after a disaster pursuant to the scope of RFP.
- Contractor shall provide additional services pursuant to the scope of RFP requested by the Director through individual task authorizations.

ARTICLE 3 **TERM OF THE AGREEMENT**

This Agreement shall commence upon signatures by both parties and shall end on **June 5th, 2020** with the option to renew for two (2) additional terms of one (1) year each. At the sole discretion of the County, unless earlier terminated by the Board of County Commission.

Remedies/Financial Consequences

The parties shall have the following rights:

Either party may terminate this agreement for convenience upon provision of three calendar day's written notice. The depositing of a written notice into the United States Postal Service, postage prepaid, shall constitute proper delivery of such notice for determining the three-day notice provision, but the date of mailing will not be included in that calculation.

In event that Contractor is in material breach of the terms and conditions under this Agreement, Franklin County shall assess a penalty equal to 5% of the total compensation outlined in the Governing Task Authorization. Franklin County shall provide Contractor with ten (10) days notice of such default and the opportunity to cure such default within thirty (30) days of notice to the Contractor of such default.

Franklin County shall exercise any corrective or remedial actions to include, but not be limited:

- Requesting additional information from Contractor to determine the reasons for or the extent of non-compliance or lack of performance.
- Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected.
- Advising Contractor to suspend, discontinue or refrain from incurring costs for any activities in question.
- Or requiring Contractor to reimburse Franklin County for the amount of costs incurred for any items determined to be ineligible based on State and Federal Program requirements.

Pursuing any one or more of the above remedies will not keep Franklin County from pursuing any other rights or remedies which may be otherwise available under law or in equity. If Franklin County waives any right or remedy in this agreement or fails to insist on strict performance by Contractor, it will not effect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any default by the Contractor.

ARTICLE 4 **COMPENSATION AND METHOD OF PAYMENT**

- 4.1. Franklin County agrees to compensate the Contractor through Task Authorizations generated by the Franklin County Emergency Management Director.
- 4.2. The total funding amount shall not exceed the Task Authorization amount.
- 4.3. Payment shall be made only after receipt and approval of goods and services as outlined in the Scope of Work of the Task Authorization. Upon delivery, receipt and acceptance of each deliverable, The Contractor shall submit an invoice to Franklin County.
- 4.4. Deliverable must be completed no later than the date specified in the task authorization. Any deliverable not received, accepted and approved by the Franklin County will result in a reduction of the cost for that deliverable.
- 4.5. The Contractor has the right to suspend services for nonpayment after notice to Franklin County and for invoices outstanding after ninety (90) days.

ARTICLE 5 **MISCELLANEOUS**

- 5.1. Independent Contractor. This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not an Franklin County employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole

and absolute discretion in the judgment of the manner and means of carrying out the Contractor activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of the Contractor, which policies of the Contractor shall not conflict with applicable law. The Contractor agrees that it is a separate and independent enterprise from Franklin County, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and Franklin County, and Franklin County will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

- 5.2. **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and that places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the Contractor and Franklin County Emergency Management designate the following as the respective places for giving of notice:

Contractor: Contractor
street
city state

Franklin County: Pamela Brownell
28 Airport Road
Apalachicola, Florida 32320
850-653-8977

- 5.3. **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has the full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- 5.4. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Florida. Exclusive venue for any dispute arising from, or related to, this contract, shall be in Franklin County, Florida.
- 5.5. **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the Contractor and Franklin County and supersedes all prior negotiations, representations or agreements, either written or oral.

IN WITNESS OF THE FOREGOING, the Parties have set their hands the day and year first written above.

Company name

, President

Franklin County Representative

Joseph Parrish, Chairman

Date:

**FRANKLIN COUNTY EMERGENCY
MANAGEMENT
FRANKLIN COUNTY, FLORIDA**

**REQUEST FOR PROPOSAL FOR EMERGENCY
MANAGEMENT CONTRACTUAL SERVICES**

The Board of County Commissioners (the “County”) is seeking qualified consultant firms with expertise in Emergency Planning, Disaster Recovery and Hazard Mitigation Grant Program (HMGP) Management.

RFP deadline is **November 30, 2017 no later than 3:00PM EST.**

LATE SUBMITALLS RECEIVED AFTER THE AFOREMENTIONED DEADLINE DATE, EITHER BY MAIL OR OTHERWISE, WILL NOT BE CONSIDERED AND RETURNED UNOPENED. THE TIME OF RECEIPT WILL BE DETERMINED BY THE TIME RECEIVED IN THE CLERK OF COURTS OFFICE. SUBMITTALS OFFERED ARE THE SOLE RESPONSIBILITY OF THE VENDOR FOR ASSURING THAT SUBMITTALS ARE RECEIVED IN THE CLERK OF COURTS OFFICE BY THE DESIGNATED DATE AND TIME. NO FAXED, ELECTRONIC, OR ORAL SUBMITTALS WILL BE ACCEPTED.

To be considered, Firm must submit an **original, a digital copy and Three (3) hard copies** of the RFP in a sealed envelope or package, clearly marked with the Firm’s name, address, and the words “**EMERGENCY MANAGEMENT CONTRACTUAL SERVICES**” addressed to:

Office of Clerk of Court
Attention Lori Hines
33 Market Street, Suite 203
Apalachicola, Florida 32320

The complete Request for Proposal information package can be obtained from the Franklin County Emergency Management Office web-site www.franklinemergencymanagement.com

Small business and minority businesses, women’s business enterprises, and labor surplus area firms are encouraged to submit proposals and firms using such subcontractors are strongly encouraged to solicit such firms in the subcontracting process. Any Contracts/subcontracts issued under this procurement must comply with the necessary affirmative steps to assure that minority businesses, women’s business

enterprises and labor surplus area firms are used when possible, in accordance with 2 CFR 200.321.

Note: The use of Contractor or Sub-Contractor, that has been declared debarred by the Office of Federal Contract Compliance Programs (OFCCP) is prohibited. A complete list of federally disbarred contractors can be found at www.sam.gov. It is the sole responsibility of the Consultant to ensure that any subcontractor(s) or sub-consultant(s) are in good standing with the OFCCP and not on the debarment list.

SOLICITATION DOCUMENTS

Electronic versions of the solicitation documents are available via the Franklin County Emergency Management's website at www.franklincountyemergencymanagement.com.

- Public Notices
- Request for Qualifications and Proposals
- Locate Franklin County Request for Proposal EMERGENCY PLANNING, DISASTER RECOVERY AND HAZARD MITIGATION GRANT PROGRAM SERVICES
- Click the link below the title.

SECTION 1 – INTRODUCTION:

1.1 Background:

Franklin County, Florida has been approved for and continues to apply for grants and assistance through various Federal Programs through the Federal Emergency Management Agency, US Department of Housing and Urban Development, Federal Highway Administration, United States Department of Agriculture, and various other State and Federal Agencies and is interested in procuring the services of a consultant to assist with the administration of grants and emergency contractual services if need.

The procedures for selection of the consultant will be in accordance with ALL applicable procurement requirements set forth by the Federal Government, the State of Florida, and the procedures set forth in this statement of qualification request. All responses received will be evaluated in accordance with the selection criteria and corresponding point system, which is further explained in the Request for Proposals. Each submittal should include a scope of preliminary services expected to be performed by the consultant. It is the intent of this request to meet all requirements of the various federal agencies and any contract(s) resulting from this request will include all requirements and contract language required by the agencies involved, the Code of Federal Regulations, State of Florida, and Federal Emergency Management Agency (FEMA) requirements even if the specific language is not include in this request.

SECTION 2 – SCOPE OF WORK

2.1 Purpose:

Franklin County is soliciting submittals from qualified consultants (“the consultant”) with expertise in emergency management contractual services. The qualified

consultant shall be responsible for assisting the county in emergency planning, grant administration and planning activities that are inclusive of but not limited to managing and monitoring flooding mitigation efforts, preparing Unified HMGP applications, updating the Hazard Mitigation and other Comprehensive Emergency Management Plans, assisting with management of acquisition projects, monitoring construction projects, preparing and reviewing design documents, consulting with agencies to assure compliance with the Federal Programs as well as other applicable mitigation activities. In addition to having knowledge and experience in federal grant elements, the consultant shall also have the ability and experience in conducting federal and State of Florida agency consultations, review of construction (engineering) plans, and Grant Closeout reporting. The consultant will be responsible for preparing and ensuring that all close out paperwork is properly submitted to the appropriate agencies throughout the life of the projects as required.

The consultant shall have demonstrated experience and expertise in the public facilitation process to assist the public in meaningful participation in HMGP process. The consultant should have skills and experience in successful public outreach and participation techniques, to include facilitating and conducting public workshops, individual and group meetings with interested homeowners, liaison with State and Federal officials, reporting at Board of County Commission meetings and presenting information as needed. The consultant should have staff members and/or sub-consultants with experience and qualifications in grant management and engineering design review, Federal and State regulatory compliance.

2.2 Scope of Work Summary:

A. Federal Grant Assistance

Services will consist of working knowledge of the HMGP grant system. HMGP can fund mitigation measures to protect public or private property, as long as they are in compliance with the program's guidelines. Federal Emergency Management Agency defines hazard mitigation as an action intended to reduce repetitive losses from future natural disasters. In this context, "repetitive" refers to similar types of losses caused by a recurring natural hazard. The term "losses" refers to expenditures for the repair or replacement of public and private property, and for the relief of personal loss or other hardship.

This effort involves writing a grant for federal funds, administered by the state, for preventing future losses of lives and damage to property due to disasters and providing funds for previously identified mitigation measures that benefit the disaster area; coordination with Franklin County, LMS Chair and Florida Division of Emergency Management.

B. Development/Revision of Plans

The consultant may be responsible for the revision of existing plans, policies, and procedures or the development of new policies, plans or procedures directly or indirectly related to Emergency Management.

C. Documentation and Reporting

The consultant is responsible for providing and gathering supporting documentation for FEMA projects and completing documentation required to receive reimbursement. Such responsibility includes, but is not limited to, processing Requests for Reimbursement, preparing Summaries of Documentation, preparing quarterly reports, perform Small

Project Validation, and assist with Hazard Mitigation process requirements, Request for Final Inspection, and tracking and compiling Direct Administrative Costs (DAC) for reimbursement.

E. Conducting Exercises

The consultant should be able to coordinate the participation in the First Responder Workshop, Senior Leadership Seminar, Functional Exercise and Full Scale Exercise to show specific preparation activities. The consultant will provide important training and practice for prevention, vulnerability reduction, response, and recovery capabilities. The consultant will assess the exercise performance and provide professional evaluation through the After-Action Report / Improvement Report.

In addition, as needed Consultant should be able to meet all the County's needs including, but not limited to, the following:

- Prepare Project Worksheet for all Categories and Closeout packages for current and/or future disasters.
- Provide all emergency planning, disaster recovery, and mitigation planning and program management services required by the County.
- Work with homeowners and local government staff to prepare timely HMGP grant applications.
- Conduct public and individual meetings to assist homeowners with the program requirements.
- Coordinate with the State and Federal Agencies.
- Comply with all grant program mandates and documentation requirements.
- Make project eligibility determinations.
- Conduct financial tracking of Program funds and homeowner payments.
- Develop and submit quarterly progress reports to the County and State.
- Provide in Progress Reviews as required to keep the County informed on project progress.
- Assist and facilitate local government staff with the HMGP, CDBG and EDA processes.

2.3 Qualifications:

- The Consultant shall be a full-service firm with a very high degree of professionalism and significant experience with these services.
- It is preferred that the Consultant have comprehensive knowledge of Long-Term Community Recovery Planning.
- It is preferred that the Consultant have experience working with FEMA Public Assistance Staff following a Presidentially Declared Major Disaster.

SECTION 3 – PROCUREMENT RULES AND INFORMATION

3.1 Contact Person:

Pamela Brownell
28 Airport Road
Apalachicola, Florida 32320
Em3frank@fairpoint.net

or

Tress Dameron
28 Airport Rd
Apalachicola, Florida 32320
em2frank@fairpoint.net

All technical questions regarding this Submittal should be directed in writing preferably by email, to the Franklin County Emergency Management Office. Questions shall be submitted no later than 12:00 noon EST. on November 10, 2017. Questions submitted after that date and time will not be answered. The Franklin County Emergency Office will review and answer. If applicable, answers citing the question asked but not identifying the questioner will be distributed to all known prospective vendors. Failure to submit requests in writing by the specified time shall not be grounds for a protest. Note: Written requirements in the Request or its amendments are binding, but any oral communications between you and use are not.

3.2 Submission of Proposals:

Submittals should include a cover letter, a description of the consulting firm's capabilities and services, a discussion of the firm's expertise relative to the background and experience requirements contained herein, resumes of qualified professionals who will be responsible for completing assigned tasks, a list of pertinent references, and other information requested herein. All known sub-consultants should be identified in the proposal along with the sub-consultant qualifications. Any personnel identified in the proposal shall not be removed or changed without written consent from the County's representative for the project.

Firms shall provide a detailed history of the Consultant's firm, qualifications and prior experience that relates to this project.

Firms shall describe their approach to the needs specified in Section 5.

Firms shall provide detailed biographical information on the individuals who will provide project services, including education, training, and experience.

Firms shall submit the names, addresses and phone number of at least five (5) references for whom the Project Manager's Team has provided similar services. Provide a list of Services that these references have utilized.

Include any other pertinent information that may be used by the County to evaluate the Consultant's submittal.

Firms must meet the minimum qualifications and requirements set forth in Section II of this request. A very low rating in any of the categories will be sufficient cause for the rejection of the submittal.

Respondents will be evaluated based on written material submitted and according to the following factors.

3.3 RFP Opening:

Request for Proposal is due at the time and date specified in the first page of this request for qualifications. The name of all firms submitting their submittals shall be posted in the RFP package at the Office of Franklin County Clerk of Court. Submittals received late will not be considered.

3.4 Cost or Preparing Submittal:

The County is not liable for any costs incurred by a firm in responding to this RFP, including those for oral presentations.

3.5 Disposals of RFP:

All RFP's become the property of the County and will be a matter of records.

3.6 Rejection of RFP:

The County reserves the right to accept or reject any all submittals as may be deemed necessary by the County to be in its best interest. The County further reserves the right to waive any and all informalities, and reserves the right to reject all nonconforming, unresponsive, unbalanced or conditional Submittals. The County reserves the right to reject the Submittal of any Firm if the County believes that it would not be in the best interest of the Project to make an award to that Firm because the Submittal is not responsive or responsible, or the Proposer is unqualified or if doubtful financial ability or fails to meet any other pertinent standard or criteria established by the County. The County also reserves the right to enter into contract negotiations with a qualified, responsible, and responsive Firm who submits the best ranked submittal. If the County and the best ranked Firm cannot negotiate a successful contract the County may terminate such negotiations and begin negotiations with the qualified, responsible, and responsive Proposer who submits the next best ranked submittal. No firm shall have any rights against the County arising from such negotiations.

3.7 Notices:

Any notices to be given under a contract shall be given by United States Mail, or email addressed to firm or individual at its address stated herein, and to the County at its address stated herein. Additional notice may also be given by facsimile in which case it shall be deemed that notice was provided on the date said facsimile was received. The party providing notice by facsimile shall confirm that the facsimile was received by the other party.

3.8 Verbal Instructions:

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any county employee. Only those communications from firms, which are signed, and in writing will be recognized by the County as duly, authorized expressions on behalf of the firm.

3.9 Public Entity:

The firm must sign and complete a Public Entity Crime Sworn Statement as defined

under Section 287.133(3) (a), F.S. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a submittal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a consultant, supplier, or subcontractor, under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list

3.10 Indemnity/ Hold Harmless Agreement:

The consultant agrees to protect, defend, indemnify, and hold harmless Franklin County and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, cost, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting, the foregoing, any and all such claims, suits or other actions relating to personal injury, death, damage to property defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

The contractor will also be expected to sign a contract that will hold Franklin County Florida, Florida Division of Emergency Management and the Federal Government harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement, to the extent allowed and required by law.

3.11 Drug Free Workplace:

The firm must complete the County's Drug Free Workplace Certification form, attached and made part of the RFP. According to Franklin County policy, preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals, which are equal with respect to price, quality, and service, are received by the state or by an political subdivision for the procurement or commodities or contractual services, a proposal received from a business that certified that it as implement a drug-free work place program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free work place program.

3.12 Termination for Cause:

If through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the County may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part of parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused by the County by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the County, become the County's property and the Contractor shall be entitled to receive equitable,

compensation for any work completed to the satisfaction of the County. The Contractor, however, shall not be relieved of liability to the County for damages sustained by the County by reason of any breach of the Agreement by the Contractor, and the County may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the County from the Contractor can be determined.

3.13 Termination for Convenience:

The County reserves the right, in its best interest as determined by the County, to cancel contract by giving written notice to the Contractor Thirty (30) days prior to the effect date of such cancellation.

3.14 Cancellation of Unappropriated Funds:

The obligation of the County for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

3.15 Records/Audit:

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the County's Internal Auditor. The Contractor agrees to make available to the County's Internal Auditor, during normal business hours, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.

3.16 Eligibility

If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering a contract with the County.

3.17 Assignment:

Contractor shall not transfer or assign the performance required by this RFP without the prior written consent of the County. Any award issued pursuant to the RFP, and the monies, which may become hereunder, are not assignable except prior written approval of the County Emergency Manager or selected designee.

3.18 Litigation Venue:

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Franklin County, Florida.

SECTION 4 – EVALUATIONS

4.1 Evaluation Criteria and Selection Process

The Board of County Commissioners has selected a team to review the qualifications, and return to the board with their recommendations. Firms submitting

qualifications/proposal and sub-consultants of these firms are prohibited by law from and are directed not to contact the commissioners and staff regarding the qualifications/proposals. All questions should be directed to the Office of Franklin County Emergency Management.

Qualifications of the Firm: 25 points

The qualifications, experience and past performance of the respondent will be judged against the scope of services. The same criteria will be applied to proposed sub-contractors which the respondent intends to employ. This includes the ability of the firm to follow directions in submitting the response to this request.

Proposed Staff Qualifications and Experience: 25 points

The evaluation team will review the resumes of the respondent's proposed staff to determine the level and type of qualifications and experience as it relates to the scope of services. The same criteria will be applied to the personnel of proposed sub-contractors which the respondent intends to employ.

The information on staff qualifications should include education, training, technical and project experience, names and points of contact of prior employers and dates of employment, relevant and related experience, job descriptions on current and prior projects and any applicable certifications. Resumes should include a list of knowledge, skills and abilities of the individual which qualify that individual for the assigned position that individual will hold.

Project Approach: 20 points

Each proposal will be evaluated on the respondent's planned project approach as it pertains to the County. The respondent should submit a plan which will allow the evaluation team to determine how the respondent will best address the needs of the County. The plan should include how the respondent intends to meet the County's needs as outlined in section 5.3.

References: 20 points

List the names, addresses, and phone number of at least five (5) references for whom the Project Manager's Team or Sub-Contractor has provided similar services. Provide a list of services that these references have utilized.

Price : 10 points

The cost of the proposal shall reflect an hourly rate for pre-disaster assistance and an hourly rate for all post-disaster. The proposed hourly rates are inclusive of all costs associated with the disaster recovery assistance provided to the County members. The County members may reimburse separately for travel expenses at actual travel costs incurred, pursuant to Federal Travel Regulations, GSA, and State of Florida regulations. The County will not pay the consultant for services unless a Notice to Proceed is issued to the consultant by the County member when the County member requires assistance to request reimbursement from FEMA and/or another agency. Provide examples (if any) where you have recovered all or part of your fees from FEMA.

SECTION 5 – CONTRACT TERMS

5.1 Term of Contract:

Term of this Contract shall be for TWO (2) years beginning on the date of its complete execution with the option to renew for two (2) additional terms of one (1) year each at the sole discretion of the County, unless earlier terminated by the Board of County Commission

5.2 Non-Exclusive Contract / Additional Services:

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the County may, at any time secure similar or identical Services at its sole option. The County may require additional items or services but not specifically listed in the contract. The Contractor agrees to provide such items or services, and provide the County prices on such additional items or services based upon a formula or method that is the same or similar to that used in establishing the prices of their proposal. If the price(s) offered are not acceptable to the County, and the situation cannot be resolved to the satisfaction of the County, the County reserves the right to procure those items or services for other vendors, or to cancel the contract upon giving the contractor thirty (30) days written notice.

5.3 Contract Provisions:

A. The Consultant should be able to meet all of the County's needs including, but not limited to, the following:

- Provide emergency management consultant services for current and/or future disasters.
- Provide any and all emergency planning, and mitigation planning, program management services required by the County.
- Work with homeowners and local government staff to prepare timely HMGP grant applications.
- Conduct public and individual meetings to assist homeowners with the program requirements.
- Coordinate with the State and Federal Agencies.
- Comply with all grant program mandates and documentation requirements.
- Review architectural plans, soil tests, foundation designs, construction details, elevations certificates and other specifications for elevation projects.
- Conduct pre-construction planning for compliance with building codes and coordinate with the planning department for any specialized design issues.
- Make project eligibility determinations.
- Interview contractors and sub-contractors for qualifications, experience, references, insurance and financial stability.
- Develop construction packages for contractor bidding.
- Conduct contract closings between homeowners, contractors, and the County.

- Conduct financial tracking of Program funds and homeowner payments.
 - Inspect construction for compliance with program requirements and to approve milestone payment requests from contractors.
 - Coordinate change orders requested by homeowner.
 - Conduct final inspections, make adjustments, (if required) and provide final elevation certificates to homeowners and the County.
 - Develop and submit quarterly progress reports to the County and State.
 - Provide in Progress Reviews as required to keep the County informed on project progress.
 - Assist and facilitate local government staff with the HMGP, CDBG and EDA processes.
 - Serve as Project Manager for elevations, acquisitions, pilot reconstruction critical facility retrofitting, safe room and emergency shelter retrofitting or constructing, and drainage projects. Project management services cover all tasks from the application process through closeout of projects as required by grant guidelines.
 - The Consultant will be responsible to review and ensure that all documents are accurate and correct and will be liable for the errors and or omissions. All contracts and bids will be issued and entered into by the County. The Board of County Commissioners will appoint a responsible individual to serve as the County representative, and all services provided under this contract will be coordinated with the County's representative for this project.
- B. Payments associated with this contract will be in accordance with Task Orders issued by the Purchaser. Task Orders will be in accordance with individual grants received by the Purchaser or in accordance with tasks desired by the Purchaser in support of emergency planning and hazard mitigation activities. No payments are intended or implied outside of specifically negotiated Task Orders. This contract has an open-ended period of performance. The consultant will be responsible to prepare and submit all necessary close-out paperwork to federal and state agencies as required, including all supporting documentation and to ensure that all billing to federal and state agencies is complete and accurate for the life of the projects. Payments will be based upon agreed task order amount or Direct Administrative Costs (DAC) associated with a grant unless pre-approved by the Director and the Consultant. Payments to the consultant for grant administration will be in direct relation to the grant. County will not reimburse hourly wages for grant management.

CONTACT FOR CONTRACT ADMINISTRATION

Designate one person authorized to conduct contract administration.

NAME: _____

TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NO: _____

FAX NO: _____

SIGNATURE: _____

E-MAIL: _____

DRAFT

PUBLIC ENTITY CRIMES

**Sworn Statement Under Section 287.133(3)(a),
Florida Statutes, on Public Entity Crimes**

This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths:

This sworn statement is submitted to The Board of County Commissioners,
Franklin County, Florida by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

Whose business address is _____

_____ and (if applicable) its Federal Employer Identification Number (FEIN) is
_____; (if the entity has no FEIN, include the Social Security Number
of individual signing this sworn statement: _____).

I understand that a "public entity crime" as defined in Paragraph 287.133(l)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to an directly related to the transaction of business with any public entity or with an agency or political; subdivision of any other state or of the United States, including, but not limited to, any bid or contract for good or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(l) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(l) (a) Florida Statutes means:

A predecessor or successor of a person convicted of a public crime; or; an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that “person” as defined in Paragraph 287.133(l) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administration Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity Submitting this sworn statement on the convicted vendor list. [Attach a

copy of the final order.]

I understand that the submission of this form to the contracting officer for the Public Entity identified in Paragraph ONE (#1) above is for that Public Entity only, and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the Public Entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two of any change in the information contained in this form.

Name of Bidder

By: _____

Title: _____

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this ___ day of _____, 201__.
Personally known to me ____, or produced the following identification as proof of
identity. _____.

My Commission Expires: _____
Notary Public

Printed Notary Name
Commission Expires: _____

DRUG FREE WORKPLACE CERTIFICATION
(This form must be completed and attached to proposal)

Identical tie bids: preference shall be given to businesses with drug-free work place programs. Whenever two or more bids which are equal with respect price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certified that it has implemented a drug-free work place program shall be given preference in the award process. Established procedures for processing tie bids will be followed in none of the tied vendors have a drug-free work place program. In order to have a drug-free work place program, a business shall:

1. **Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the work place specifying the actions that will be taken against employees for violations of such prohibition.**
2. **Inform employees about the dangers of drug abuse in the work place, the business's policy of maintaining a drug-free work place, available drug counseling, rehabilitation providing employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.**
3. **Give each employee engaged in providing the commodities of contractual services that are under bid a copy of the statement specified in paragraph #1.**
4. **In the statement specified in paragraph #1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of or pleas of guilty or no contest to, and violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.**
5. **Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.**
6. **Make a good faith effort to continue to maintain a drug-free work place through implementation of this section.**

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Company Name

Authorized Signature

Federal I.D. Number or SSN

Printed Name

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Contractor Covered Transactions

- (1) The prospective contractor of the Recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) Where the Recipient's contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

CONTRACTOR

BY _____

Signature _____
Recipient's Name _____

Name and Title

Division Contract Number

Street Address

FEMA Project Number

City, State, Zip

Date

ATTACHMENT A

Classification	Hourly Rate
Project Manager	\$
Assistant Project Manager	\$
Senior FEMA Specialist	\$
Grant Manager	\$
Senior Planner	\$
Planner	\$
Senior Inspector	\$
Inspector/Debris Monitor	\$
Senior Environmental Specialist	\$
Environmental Specialist	\$
Senior Engineer	\$
Mid-Level Engineer	\$
Engineer Intern	\$
Senior Architect	\$
Mid-Level Architect	\$
Entry Level Architect	\$
CADD Technician	\$
Construction Manager	\$
Construction Inspector	\$
Scheduler	\$
Cost Estimator	\$
Project Control Specialist	\$
Data Storage Website Manager	\$
GIS Specialist	\$
Financial Lead	\$
Financial Assistant	\$
Clerical/ Administrative Assistant	\$
Payroll Review Clerk	\$
Data Entry Clerk	\$
Other Positions- Please Specify	\$
	\$
	\$
	\$
	\$
	\$

DRAFT

County Extension Activities June 5 – June 18, 2019

General Extension Activities:

- Assisted local citizens with information regarding soil tests, citrus greening disease, invasive plants, dying pine trees on St. George Island, and native plants for landscaping.
- Extension Director attended two-day ACF Stakeholders Governing Board annual meeting in Eufaula.
- One article in Apalachicola Times newspaper.
- Still finalizing construction contract for Extension Facility renovation. Will bring to the Board upon receiving final draft for contract language.

Sea Grant Extension:

- Extension Director participated in teaching two HACCP seafood safety classes as part of training to be a course provider for the industry.

4-H Youth Development:

- Planning for upcoming Summer Camp sessions. Office Manager is getting campers and counselors registered in 4-H Online. Will be sending 30+ youth to Camp Timpooshee.
- Two Franklin youth participated as counselors during Santa Rosa County's Camp week.
- One youth participated in 4-H Intermediate State conference.
- Registering youth for 4-H University event in July.

Family Consumer Sciences:

- Family Nutrition Program (FNP) Assistant completing summer nutrition classes in the local schools.

University of Florida's Institute of Food and Agricultural Sciences

Franklin County Educational Team

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

Michelle Huber, Office Manager/Program Assistant, Franklin County

Kayle Mears, Family Nutrition Program Assistant

Samantha Kennedy, Wakulla County Family and Consumer Sciences

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

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

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

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

Heather Kent, 4-H Regional Specialized Agent

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

John Wells, Northwest Extension District Information Technology Expert

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

The Foundation for The Gator Nation

An Equal Opportunity Institution



MEMO

To: Board of County Commissioners
From: Franklin County TDC
Date: June 19th 2019
Subject: TDC Report

Collections Report:

The March (2019) collections were \$127,975.20. This is a \$16,027.88 increase over March (2018) which is a 14.3% increase. This is the highest collection amount for the month of March in the history of the Franklin County TDC.

Web Site Activity:

We had 39,537 web hits in the month in May of 2019 Compared to 28,070 in May of 2018 which is a 40.9% increase.

Visitor Center Numbers: The Visitor Centers welcomed 3,124 visitors in the month of May the yearly total for 2019 is 17,493 Visitors that have visited our centers this fiscal year.

County Entrance Sign: The County Sign has been reconstructed by Sign Design in Eastpoint and is ready to be reinstalled and may already have been by this date by the Road Department.

Visit Florida Grant Update: Open for Business Campaign:

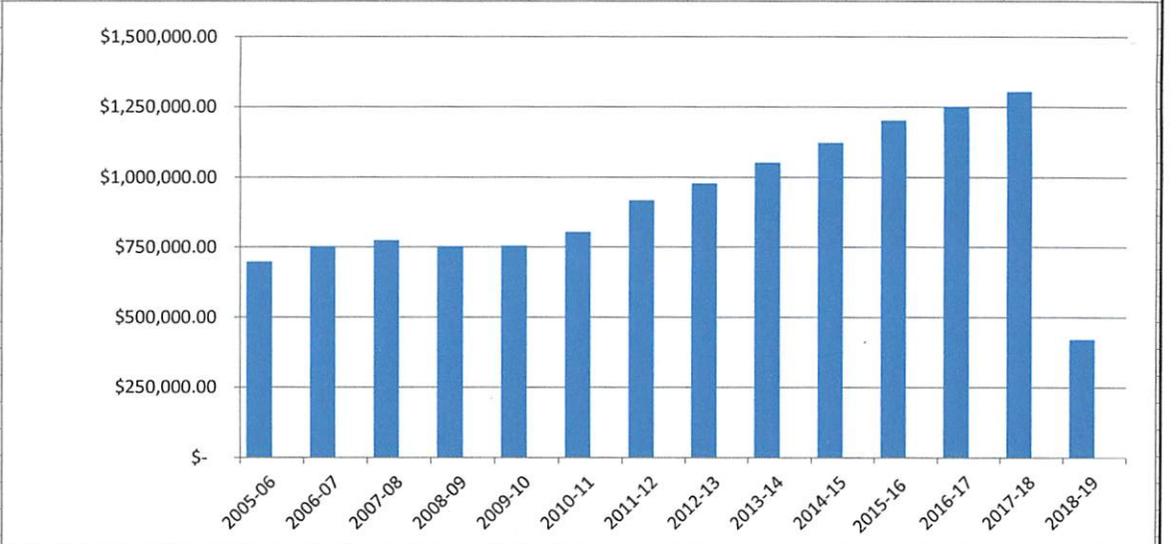
At this time the TDC and its vendors have completed all the portions of the Visit Florida Grant and now are preparing the paperwork to submit for reimbursement. The final project was the 11 minute and 46 second Television Show that highlights things to do in Franklin County. It will be airing on NBC / FOX / CBS, it will air 125 times in the Albany Market, Tallahassee Market, Gainesville Market. It will also be airing on Forgotten Coast TV as well as Social Media and YouTube. It will be used in other marketing and advertising campaigns in the future. Along with the TV show the TDC Received 250 "Open for Business" Commercial airplays in those markets.

Meetings:

The next scheduled board meetings is June 19th at 2:00pm and June 26th at 2:00pm at the Eastpoint Visitor Center

FCTDC Collections Report for May, 2019
(Through 03/31/2019)

Month	2005-06	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17
October	\$ 35,408.91	\$ 32,809.57	\$ 39,697.19	\$ 38,597.69	\$ 39,568.32	\$ 36,996.34	\$ 48,383.10	\$ 53,543.22	\$ 57,651.88	\$ 58,875.87	\$ 75,084.59	\$ 95,107.96
November	\$ 24,824.38	\$ 24,717.35	\$ 27,182.76	\$ 25,888.92	\$ 25,863.47	\$ 26,438.49	\$ 34,441.98	\$ 40,334.08	\$ 34,740.65	\$ 40,065.78	\$ 44,449.24	\$ 46,043.65
December	\$ 20,421.74	\$ 16,055.89	\$ 22,986.95	\$ 23,167.33	\$ 16,530.96	\$ 19,936.19	\$ 21,597.00	\$ 21,510.93	\$ 29,747.90	\$ 30,978.80	\$ 24,692.82	\$ 41,580.49
January	\$ 19,681.48	\$ 26,489.68	\$ 22,911.37	\$ 22,960.20	\$ 26,170.57	\$ 23,359.12	\$ 30,392.62	\$ 33,657.09	\$ 34,707.03	\$ 38,805.36	\$ 47,001.63	\$ 41,668.57
February	\$ 29,294.47	\$ 44,900.59	\$ 40,835.29	\$ 39,452.32	\$ 33,678.97	\$ 34,980.88	\$ 52,045.79	\$ 49,365.87	\$ 52,883.10	\$ 42,754.53	\$ 64,493.95	\$ 60,422.61
March	\$ 51,243.40	\$ 45,643.22	\$ 61,090.70	\$ 49,778.57	\$ 53,116.79	\$ 61,989.52	\$ 66,597.90	\$ 80,880.36	\$ 78,180.12	\$ 83,626.43	\$ 80,017.67	\$ 84,583.19
April	\$ 69,608.73	\$ 70,430.06	\$ 66,135.24	\$ 73,880.65	\$ 53,934.68	\$ 70,610.82	\$ 81,641.55	\$ 90,242.68	\$ 81,115.14	\$ 101,310.37	\$ 103,120.37	\$ 89,949.68
May	\$ 100,486.16	\$ 114,100.71	\$ 123,221.80	\$ 104,769.28	\$ 120,470.95	\$ 90,634.75	\$ 140,203.97	\$ 115,589.54	\$ 135,897.45	\$ 143,700.44	\$ 131,348.44	\$ 110,484.59
June	\$ 107,484.39	\$ 166,403.90	\$ 138,839.79	\$ 143,507.76	\$ 151,640.61	\$ 172,029.99	\$ 143,805.29	\$ 195,838.11	\$ 210,505.76	\$ 195,093.30	\$ 213,948.96	\$ 226,795.48
July	\$ 149,857.23	\$ 95,128.02	\$ 128,027.35	\$ 131,276.62	\$ 114,121.18	\$ 147,874.24	\$ 140,000.40	\$ 153,197.77	\$ 164,199.99	\$ 182,235.52	\$ 253,603.30	\$ 242,036.51
August	\$ 51,353.14	\$ 69,863.99	\$ 57,497.82	\$ 56,312.21	\$ 71,377.70	\$ 60,698.01	\$ 93,912.12	\$ 86,742.96	\$ 107,783.56	\$ 129,879.50	\$ 82,664.07	\$ 121,808.90
September	\$ 38,597.72	\$ 46,282.27	\$ 45,739.57	\$ 41,298.87	\$ 47,760.09	\$ 57,592.93	\$ 63,037.18	\$ 57,170.58	\$ 64,199.48	\$ 75,778.00	\$ 81,869.35	\$ 90,214.19
Totals	\$ 698,261.75	\$ 752,825.25	\$ 774,165.83	\$ 750,890.42	\$ 754,234.29	\$ 803,141.28	\$ 916,058.90	\$ 978,073.19	\$ 1,051,612.06	\$ 1,123,103.90	\$ 1,202,294.39	\$ 1,250,695.82
YOY %		\$ 54,563.50	\$ 21,340.58	\$ (23,275.41)	\$ 3,343.87	\$ 48,906.99	\$ 112,917.62	\$ 62,014.29	\$ 73,538.87	\$ 71,491.84	\$ 79,190.49	\$ 48,401.43
		7.8%	2.8%	-3.0%	0.4%	6.5%	14.1%	6.8%	7.5%	6.8%	7.1%	4.0%
Month	2017-18	2018-19	Diff	YTD Change %								
October	\$ 85,823.35	\$ 38,416.89	\$ (47,406.46)	-55.2%								
November	\$ 49,440.74	\$ 87,784.31	\$ 38,343.57	77.6%								
December	\$ 37,182.43	\$ 46,715.00	\$ 9,532.57	25.6%								
January	\$ 51,388.51	\$ 52,063.46	\$ 674.95	1.3%								
February	\$ 58,337.94	\$ 66,632.44	\$ 8,294.50	14.2%								
March	\$ 111,947.32	\$ 127,975.20	\$ 16,027.88	14.3%								
April	\$ 103,422.44											
May	\$ 140,130.14											
June	\$ 269,049.32											
July	\$ 215,933.34											
August	\$ 111,322.92											
September	\$ 70,419.47											
Totals	\$ 1,304,397.92	\$ 419,587.30	\$ 25,467.01	77.8%								
YOY %	\$ 53,702.10											
	4.3%											



MARCIA M. JOHNSON

FRANKLIN COUNTY
CLERK OF THE CIRCUIT COURT

33 MARKET STREET, SUITE 203
APALACHICOLA, FL 32320



(850) 653-8861
FAX (850) 653-2261

Clerk's Report to Board 6/18/19:

1. The budget workshops are scheduled for 9:00 a.m. on Thursday, July 25th and Friday, July 26th. The departments and constitutionals will be scheduled for Thursday, July 25th. All constitutional offices, departments and non-governmental agencies have been asked to keep their requests at the same funding level as last year. Action requested by the Board: a motion to tentatively approve the same funding as the current year for the non-governmentals and not require their attendance on Friday or no action to proceed with the current schedule.
2. At the March 6, 2019 county commission meeting, the Board approved doing a budget advancement to the Supervisor of Elections to cover the cost of the two unanticipated special elections during this fiscal year. The State of Florida will be reimbursing the Supervisor of Elections for all costs incurred, however the reimbursement will not be returned at the earliest until 90 days from today. The Supervisor's office is struggling to pay for the costs of the special general election and would like to request a loan of \$25,000 from the Board to cover the upfront costs. This loan amount will be returned to the Board of County Commission once the funds are received from the State. Once all costs are finalized, the finance office will prepare a budget resolution to incorporate the unanticipated revenues from the State of Florida for the special election expenses. Action requested by the Board: motion to approve a 'loan' to the Supervisor of Elections Office of \$25,000 to cover the costs of the Special Elections until reimbursement is received from the State of Florida.

RESTORE Coordinator Report
June 18, 2019

- 1- Provide Board with copy of letter generated on my behalf by Michael Moron requesting a time extension on the Airport Road Access Project. FDOT recommended we ask for an extension because of the delays incurred on this project due to hurricane Michael.

- 2- Board action to approve a Task Order for AVCON to create an assessment of the existing airport perimeter fence for FDOT. The Task Order is funded out of FDOT Grant No. 416047-6. The integrity of the airport security fence is of great concern to FDOT for security purposes. Approximately 20 years ago, FDOT provided the funds to build a perimeter fence, and there is some concern that the fence has not been properly maintained. Some of the fencing went through extremely dense, boggy areas for which we have had limited success in keeping the vegetation away from the fence. Board action.

- 3- Board action to accept the recommendation of AVCON that Roberts and Roberts is the low bidder on the Access Road project. The AVCON recommendation and review is attached. The low bid is above the grant amount so the Board should accept the recommendation and then direct AVCON to negotiate with Roberts and Roberts to bring the construction within the \$860K budget. Board action.

- 4- Inform the Board that I have been in contact with Mike Dombrowski, of MRD Associates, regarding the county getting back on the FDEP funding list for beach renourishment projects. At one of the meetings in July, Mr. Dombrowski will be submitting a Resolution the Board needs to adopt stating that it is interested in receiving state matching funds for a beach renourishment project on Alligator Point. The project will be in keeping with what was discussed in 2017, which is a beach renourishment project about 1.2 miles long, and centered in front of the section of Alligator Drive that keeps washing out. The request to FDEP does not obligate the county but the window for getting a request to FDEP is by July 31 so that FDEP can prepare a list of projects for funding in the 2020 Legislature. If the county is not on the list, and does not receive funding, there will not be even the possibility of a beach renourishment project. The Board would not move forward with a project until the maintenance mechanism is in place, but if we are not allocated state funds there is no need to make any other decisions.

- 5- Inform the Board that Clay Kennedy, Dewberry, and the associates at MRD, have succeeded in getting permit approval from the USACOE for rebuilding Alligator Drive. This was a major hurdle that was accomplished on time. The FDEP approval is still being worked on. FDEP has asked for additional information and Dewberry has responded. FDEP did extend the timeline for the Emergency Order so we have more time to complete the construction. As the Board is aware there are many moving parts with this project, and one of them relates to straightening out the curve at Tom Roberts. I have discussed the project timeline with Clay Kennedy and at this time I need to inform

the Board that it is necessary to move the date of bid opening back one county commission meeting, so the bids will now be opened for Alligator Drive on August 5.

6- Inform the Board that the Army Corps of Engineers has contacted the county to let us know they will be at the Eastpoint Channel soon to complete a final evaluation of current conditions. The final evaluation should have occurred last week, but the Corps cancelled the trip and is re-scheduling it.

7- Langton and Associates is here to make a presentation on the MYIP for two planning grants associated with a county wide dune restoration project, and a stormwater study for the commercial district on St. George Island.

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

June 6, 2019

Ms. Vanessa Strickland
Florida Department of Transportation – District 3
1074 Hwy 90
Chipley, Florida 32428

**Reference: Request for Joint Participation Agreement (JPA) Extension
Construct Commercial Access Road, ARB18
Franklin County, Apalachicola Regional Airport**

Dear Ms. Strickland:

Since receipt of the Joint Participation Agreement (JPA) for the Construct Commercial Access Road project at Apalachicola Regional Airport, the County has been working diligently to finalize the design documents, procure permits, and proceed with construction for this important project.

Following several scoping iterations due to unforeseen site conditions, the County advertised the project for bid on October 25, 2018 but received no interest from bidders due to the impacts of Hurricane Michael. This lack of response was coordinated with the FDOT on November 13 and it was agreed the County should rebid the project once the construction industry recovered to the point when contractors were bidding new projects and construction costs normalized again. The recovery effort in the region took longer than anticipated and the project was re-advertised for bid on May 2 and four bids were opened on June 4.

The apparent low bidder is Roberts and Roberts, Inc (R&R). The bid amount exceeded the available grant funding; however, the project engineer was able to remove several scope items which did not directly impact the purpose of the project to reduce the contract amount under the available grant funding.

Due to the delay in starting construction as a result of Hurricane Michael, the County hereby requests a 1-year extension to the current JPA expiration date of June 30, 2019. The anticipated project schedule is below:

- June 18: Franklin County BCC approval of contract award to R&R.
- July 26: Final execution of construction contracts
- August 5: Issue Notice-to-Proceed to R&R.
- February 1: Substantial completion date (180 days after NTP)
- March 2: Final completion date (210 days after NTP)
- May 1: Final close-out documentation to FDOT

If you have any questions regarding this request, please do not hesitate to contact us at your convenience.

Sincerely,

A handwritten signature in cursive script, appearing to read "Alan Pierce".

Alan Pierce
Director of Administrative Services

RICKY D. JONES
DISTRICT ONE

BERT BOLDT
DISTRICT TWO

NOAH LOCKLEY, JR.
DISTRICT THREE

JOSEPH PARRISH
DISTRICT FOUR

WILLIAM MASSEY
DISTRICT FIVE

**TASK ORDER 6:
PLANNING SERVICES FOR PERIMETER FENCE ASSESSMENT
FDOT GRANT NUMBER 416047-6**

**Apalachicola Regional Airport
June 10, 2019**

**Task Order No. 6
AVCON No. 2019.158.04**

AVCON, INC., a Florida Corporation (hereinafter "Consultant") agrees to perform and complete the following services (hereinafter "Services") for the **Franklin County Board of County Commissioners** (hereinafter "County"), in accordance with the terms and conditions of the Agreement for Professional Airport Consulting Services, dated October 6, 2015, all of which terms and conditions are incorporated herein by reference.

- 1. Task Location:** Apalachicola Regional Airport
Franklin County, Florida
- 2. Task Name:** Planning Services for Perimeter Fence Assessment
- 3. Scope of Services:** The purpose of this project is to perform planning services for the Perimeter Fence Assessment project at the Apalachicola Regional Airport.

The Consultant shall perform the scope of services as identified in **Exhibit "A"** (2 pages) dated June 10, 2019 and attached hereto.

- 4. Compensation:** All work performed under this Task Order shall be compensated on a Lump Sum basis. The Lump Sum fee shall be **Fourteen Thousand, Seven Hundred Seventy and 00/100 dollars (\$14,770.00)** derived as follows:

Planning Phase Services	
Coordinate Scope of Work with Franklin County	\$ 1,150.00 LS
Coordinate with FDOT for Funding and Eligibility	\$ 960.00 LS
Review Airport Layout Plan and Existing Documentation	\$ 320.00 LS
Perform On-Site Perimeter Security Fence Assessment	\$ 6,280.00 LS
Prepare Perimeter Security Fence Condition Exhibit	\$ 1,040.00 LS
Prepare Summary Report	\$ 3,620.00 LS
Coordinate Assessment Findings with County	\$ 640.00 LS
Expenses (5 Daily Trips)	\$ 760.00 LS
Total:	\$ 14,770.00

- 5. Schedule:** All work will be complete by June 30, 2019.
- 6. Deliverables:** Deliverables for the project shall include the following:
- Five (5) copies of Summary Report with Exhibit;
- 7. Other Considerations:** County project representative shall be Mr. Michael Moron, unless otherwise designated. Consultant project representative shall be Mr. John Collins, P.E., unless otherwise designated.

**Task Order No. 6
Planning Services for Perimeter Fence Assessment
June 10, 2019**

Accepted by:

**Franklin County Board of
County Commissioners**

By: _____

Printed Name: _____

Title: _____

Date: _____

Accepted by:

AVCON, INC.

By:  _____

Printed Name: Virgil C. "Lee" Lewis, P.E.

Title: Regional Manager

**EXHIBIT "A": SCOPE OF SERVICES
PLANNING SERVICES FOR PERIMETER FENCE ASSESSMENT
FDOT GRANT NUMBER 416047-6**

**Apalachicola Regional Airport
June 10, 2019**

SECTION A: PURPOSE

The purpose of this task order is to provide planning services to assess the condition of the existing security fence at the Apalachicola Regional Airport measuring almost 6 miles (see **Exhibit B**). This evaluation and report will assist the County in competing for future grant funds to enhance the perimeter security fence. A visual inspection of the perimeter security fence shall be performed to classify each section of the fence as follows:

1. Fence is in good condition with no vegetation within 10 feet of either side of the fence.
2. Fence is in good condition with vegetation within 10 feet of either side of the fence, but vegetation is not touching the fence.
3. Fence is in good condition with vegetation within 10 feet of either side of the fence and touching the fence. Vegetation can be removed from fence without damaging the fence.
4. Fence is in good condition with vegetation growing through the fence. Vegetation may not be removed from the fence without damaging the fence.
5. Fence is in poor condition, such as components missing, fence leaning to one direction, chain-link fence detached from fence posts, etc. Fence needs replacement.
6. Fence shown on Airport Layout Plan, but no fence was located.

This assessment will be summarized in a report with an exhibit depicting the classification of each section of perimeter security fence with the above classification system. All work will be complete no later than June 30, 2019.

SECTION B: SCOPE OF SERVICES

The following tasks identify the scope of professional services to be performed by AVCON:

Planning Phase Services (Lump Sum):

1. **Coordinate Scope of Work with Franklin County:** Consultant shall coordinate with County staff to ensure that the Scope of Work is in accordance with the objectives of the County.
2. **Coordinate with FDOT for Funding and Eligibility:** Consultant shall coordinate with the FDOT to ensure funding eligibility and that the project complies with agency standards and objectives.
3. **Review Airport Layout Plan and Existing Documentation:** Consultant shall review and become familiar with the current Airport Layout plan (ALP) regarding the existing airport boundary and perimeter security fence.
4. **Perform On-Site Perimeter Security Fence Assessment:** Consultant shall conduct a visual assessment of the approx. 6-mile airport perimeter security fence to determine and document the

EXHIBIT "A": SCOPE OF SERVICES—AVCON, INC.

Planning Services for Perimeter Fence Assessment

June 10, 2019

Page 2 of 4

condition of the fence and classify the fence based on the classification system listed above. This evaluation shall also identify any sections of fence that are missing and photo document the sections of fence. This evaluation shall also identify the locations of existing gates and determine their conditions.

- 5. Prepare Perimeter Security Fence Condition Exhibit:** Based on the data collected in Task 4, CONSULTANT shall prepare an exhibit summarizing the conditions of the existing fence and identify any sections of fence that are not existing.
- 6. Prepare Summary Report:** AVCON shall prepare a summary report documenting the site visit, conditions of the fence, recommended fence rehabilitation strategy, and estimated construction costs.
- 7. Coordinate Assessment Finds with County:** Consultant shall participate in a conference call with Franklin County representatives to discuss the results of the assessment and plan future grant funding to enhance the perimeter security fence.

All job-related travel, job-related reprographic costs and supplies, interim review document printing, telefax and long distance charges, mail and express mail services, and printing and plotting costs associated with the construction administration services shall be included in the lump sum fee.

SECTION C: EXCLUSIONS AND ASSUMPTIONS

The following exclusions and assumptions shall apply to this scope of services:

- No design services are included in this Scope of Services.

SECTION D: ADDITIONAL SERVICES

Additional services may be separately added to this contract during the course of work based upon agreed fees. No additional services shall be undertaken without the written authorization of Franklin County and FDOT

END OF SCOPE



June 11, 2019

Mr. Michael Morón
County Coordinator
Franklin County Board of County Commissioners
34 Forbes Street
Apalachicola, Florida 32320

**Reference: Tabulation of Bids and Recommendation of Award
Access Road Improvements
Apalachicola Regional Airport, Franklin County, Florida**

Dear Mr. Morón:

On Tuesday, June 4, 2019 at 10:00 a.m. local time, bids were opened at the regularly scheduled Franklin County Board of County Commissioners meeting for the Access Road Improvements project at Apalachicola Regional Airport. Four (4) bids were received and a tabulation of the bids is enclosed herein as **Attachment A** for your reference. The respective total bid amounts are summarized as follows:

	Base Bid	Additive Alternate No. 1	Total
<i>Engineer's Estimate</i>	\$ 971,590.00	\$ 493,560.00	\$ 1,465,150.00
Roberts and Roberts, Inc.	\$ 1,051,319.50	\$ 607,076.25	\$ 1,658,395.75
CW Roberts Contracting, Inc.	\$ 1,150,872.00	\$ 534,572.00	\$ 1,685,444.00
North Florida Construction, Inc.	\$ 1,182,870.00	\$ 579,641.00	\$ 1,762,511.00
Pigott Asphalt and Site Work, LLC.	\$ 1,340,262.00	\$ 684,055.00	\$ 2,024,317.00

We reviewed the scope of work with Roberts and Roberts, Inc. and have confirmed their understanding of the project. Roberts and Roberts appears to be a qualified contractor and is ready to begin work. The bid submitted by Roberts and Roberts is approximately 8% higher than the Engineer's Estimate. This appears to be a result of the recent construction contracting environment following Hurricane Michael as pricing has increased due to high demand for construction services.

Based on our previous coordination, we understand that it is in the County's best interest to award work within identified funding limitations. The County has procured a Florida Department of Transportation (FDOT) grant with an available construction budget of approximately \$850,000. Since the bid amount submitted by Roberts and Roberts exceeds this amount, we coordinated with Roberts and Roberts to revise the scope of work to reduce the anticipated contract amount to less than \$850,000. These revisions include removing the road segment from Station 25+00 to 31+75, removing the sod from the pond bottoms, revising sod in isolated areas to seed, and removing the clearing and grubbing from the proposed industrial park area. These scope revisions do not impact the purpose of providing an access road to accommodate the future industrial park development and access to the T-hangar developments.

Mr. Michael Morón

June 11, 2019

Page 2 of 2

The Bid Schedule states, "The Basis of Award shall be based on the lowest total of either the Base Bid or combinations of the total of the Base Bid and any Additive Alternates, as finally determined by the owner and the funding agencies based on the availability of funding." With Roberts and Roberts providing the lowest Base Bid amount and based on the available funding, it is our recommendation that the County award the Base Bid at the reduced amount not to exceed \$850,000 to Roberts and Roberts, Inc., notwithstanding the County's final review of the complete project documents and legal review of bid forms and concurrence by the FDOT.

We stand ready to assist the County in the implementation of this project based on your determination of the desirability of the award at this time. Should you have any questions or require additional information, please do not hesitate to contact us at your convenience.

Sincerely,

AVCON, INC.



John Collins, P.E.
Project Manager

Enclosures as identified above

Attachment "A"

Bid Tabulation
 Access Road Improvements
 Franklin County, Florida
 Bid Date: June 4, 2019

ITEM NUMBER	BID ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE		ROBERTS AND ROBERTS, INC.		C. W. ROBERTS CONTRACTING, INC.		NORTH FLORIDA CONSTRUCTION, INC.		PIGOTT ASPHALT AND SITE WORK, LLC	
					UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL
BASE BID - EAST SECTION OF ROAD														
1	101-1	MOBILIZATION	LS	1	\$ 90,000.00	\$ 90,000.00	\$ 135,610.00	\$ 135,610.00	\$ 136,000.00	\$ 136,000.00	\$ 60,000.00	\$ 60,000.00	\$ 186,500.00	\$ 186,500.00
2	101-2	DEWATERING	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 20,000.00	\$ 20,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 40,000.00	\$ 40,000.00
3	102-1	MAINTENANCE OF TRAFFIC	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 29,800.00	\$ 29,800.00	\$ 9,000.00	\$ 9,000.00	\$ 3,000.00	\$ 3,000.00	\$ 12,500.00	\$ 12,500.00
4	104-1	EROSION AND POLLUTION CONTROL	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 16,100.00	\$ 16,100.00	\$ 27,000.00	\$ 27,000.00	\$ 16,000.00	\$ 16,000.00	\$ 36,000.00	\$ 36,000.00
5	110-1	REMOVAL OF ASPHALT PAVEMENT	SY	2,300	\$ 5.00	\$ 11,500.00	\$ 10.00	\$ 23,000.00	\$ 2.50	\$ 5,750.00	\$ 5.00	\$ 11,500.00	\$ 10.00	\$ 23,000.00
6	110-2	REMOVAL OF CONCRETE PAVEMENT	SY	1,200	\$ 15.00	\$ 18,000.00	\$ 10.00	\$ 12,000.00	\$ 21.00	\$ 25,200.00	\$ 11.00	\$ 13,200.00	\$ 15.65	\$ 18,780.00
7	110-3	CLEARING AND GRUBBING	SY	45,000	\$ 1.50	\$ 67,500.00	\$ 1.00	\$ 45,000.00	\$ 0.25	\$ 11,250.00	\$ 0.50	\$ 22,500.00	\$ 1.00	\$ 45,000.00
8	110-4	STRIPPING AND STOCKPILING	AC	11	\$ 3,000.00	\$ 33,000.00	\$ 3,630.00	\$ 39,930.00	\$ 775.00	\$ 8,525.00	\$ 60,000.00	\$ 66,000.00	\$ 2,600.00	\$ 28,600.00
9	110-5	TREE REMOVAL	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 10,000.00	\$ 10,000.00	\$ 13,400.00	\$ 13,400.00	\$ 18,000.00	\$ 18,000.00	\$ 15,000.00	\$ 15,000.00
10	120-1	EXCAVATION AND EMBANKMENT	LS	1	\$ 35,000.00	\$ 35,000.00	\$ 61,715.00	\$ 61,715.00	\$ 100,000.00	\$ 100,000.00	\$ 145,000.00	\$ 145,000.00	\$ 185,000.00	\$ 185,000.00
11	160-1	SUBGRADE PREPARATION	SY	5,900	\$ 3.00	\$ 17,700.00	\$ 3.75	\$ 22,125.00	\$ 12.00	\$ 70,800.00	\$ 10.00	\$ 59,000.00	\$ 6.00	\$ 35,400.00
12	285-1	LIMEROCK BASE COURSE (8")	SY	5,400	\$ 16.00	\$ 86,400.00	\$ 18.20	\$ 98,280.00	\$ 19.10	\$ 103,140.00	\$ 20.00	\$ 108,000.00	\$ 19.00	\$ 102,600.00
13	334-1	BITUMINOUS SURFACE COURSE	TON	550	\$ 120.00	\$ 66,000.00	\$ 125.50	\$ 69,025.00	\$ 120.00	\$ 66,000.00	\$ 150.00	\$ 82,500.00	\$ 125.00	\$ 68,750.00
14	425-1	FDOT TYPE C DBI	EA	5	\$ 3,500.00	\$ 17,500.00	\$ 4,703.00	\$ 23,515.00	\$ 6,100.00	\$ 30,500.00	\$ 5,537.00	\$ 27,685.00	\$ 5,000.00	\$ 25,000.00
15	425-2	FDOT TYPE D DBI	EA	3	\$ 4,000.00	\$ 12,000.00	\$ 5,707.00	\$ 17,121.00	\$ 10,400.00	\$ 31,200.00	\$ 9,304.00	\$ 27,912.00	\$ 5,600.00	\$ 16,800.00
16	425-3	CONCRETE SPILLWAY	EA	2	\$ 4,000.00	\$ 8,000.00	\$ 1,501.25	\$ 3,002.50	\$ 2,100.00	\$ 4,200.00	\$ 1,920.00	\$ 3,840.00	\$ 6,500.00	\$ 13,000.00
17	430-2	24" RCP	LF	202	\$ 80.00	\$ 16,160.00	\$ 92.00	\$ 18,584.00	\$ 300.00	\$ 60,600.00	\$ 267.00	\$ 53,934.00	\$ 165.00	\$ 33,330.00
18	440-1	UNDERDRAIN SYSTEM	LF	1,254	\$ 100.00	\$ 125,400.00	\$ 72.50	\$ 90,915.00	\$ 92.00	\$ 115,368.00	\$ 83.00	\$ 104,082.00	\$ 100.00	\$ 125,400.00
19	440-2	UNDERDRAIN CLEANOUT STRUCTURE	EA	18	\$ 1,000.00	\$ 18,000.00	\$ 955.00	\$ 17,190.00	\$ 940.00	\$ 16,920.00	\$ 841.00	\$ 15,138.00	\$ 1,600.00	\$ 28,800.00
20	440-3	8" CORRUGATED POLY PIPE (OUTLET PIPE)	LF	136	\$ 20.00	\$ 2,720.00	\$ 46.50	\$ 6,324.00	\$ 61.50	\$ 8,364.00	\$ 55.00	\$ 7,480.00	\$ 52.00	\$ 7,072.00
21	700-1	VEHICULAR SIGNAGE	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 1,320.00	\$ 1,320.00	\$ 900.00	\$ 900.00	\$ 1,500.00	\$ 1,500.00	\$ 1,800.00	\$ 1,800.00
22	710-1	VEHICULAR PAVEMENT MARKINGS, YELLOW	SF	2,300	\$ 2.00	\$ 4,600.00	\$ 1.40	\$ 3,220.00	\$ 1.40	\$ 3,220.00	\$ 4.00	\$ 9,200.00	\$ 10.00	\$ 23,000.00
23	710-2	24" STOP BAR, STOP MARKING, AND CENTER MARKING	EA	2	\$ 500.00	\$ 1,000.00	\$ 115.00	\$ 230.00	\$ 110.00	\$ 220.00	\$ 250.00	\$ 500.00	\$ 465.00	\$ 930.00
24	981-1	SODDING, BAHIA ARGENTINA	SY	57,000	\$ 3.00	\$ 171,000.00	\$ 2.65	\$ 151,050.00	\$ 2.65	\$ 151,050.00	\$ 3.00	\$ 171,000.00	\$ 2.65	\$ 151,050.00
25	F-162-1	24' CANTILEVERED AUTOMATIC SLIDING GATE WITH KEY PAD, COMPLETE	EA	1	\$ 35,000.00	\$ 35,000.00	\$ 12,650.00	\$ 12,650.00	\$ 17,750.00	\$ 17,750.00	\$ 20,000.00	\$ 20,000.00	\$ 16,000.00	\$ 16,000.00
26	F-162-2	7' HIGH-CHAIN LINK FENCE W/ADTL 1' BARBED WIRE ATTACHMENT	LF	173	\$ 70.00	\$ 12,110.00	\$ 281.00	\$ 48,613.00	\$ 55.00	\$ 9,515.00	\$ 63.00	\$ 10,899.00	\$ 150.00	\$ 25,950.00
27	AL-1	DUKE ENERGY ALLOWANCE TO RELOCATE POWER POLES AND LINES	AL	1	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00
Subtotal - Base Bid:						\$ 971,590.00		\$ 1,051,319.50		\$ 1,150,872.00		\$ 1,182,870.00		\$ 1,340,262.00

ADDITIVE ALTERNATE NO.1 - WEST SECTION OF ROAD														
1	101-1	MOBILIZATION	LS	1	\$ 45,000.00	\$ 45,000.00	\$ 116,609.00	\$ 116,609.00	\$ 35,500.00	\$ 35,500.00	\$ 40,000.00	\$ 40,000.00	\$ 76,500.00	\$ 76,500.00
2	101-2	DEWATERING	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 20,000.00	\$ 20,000.00	\$ 24,000.00	\$ 24,000.00	\$ 30,000.00	\$ 30,000.00	\$ 25,000.00	\$ 25,000.00
3	102-1	MAINTENANCE OF TRAFFIC	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 29,650.00	\$ 29,650.00	\$ 3,800.00	\$ 3,800.00	\$ 2,000.00	\$ 2,000.00	\$ 25,000.00	\$ 25,000.00
4	104-1	EROSION AND POLLUTION CONTROL	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 8,712.00	\$ 8,712.00	\$ 15,800.00	\$ 15,800.00	\$ 6,000.00	\$ 6,000.00	\$ 25,000.00	\$ 25,000.00
5	110-1	REMOVAL OF ASPHALT PAVEMENT	SY	2,000	\$ 7.00	\$ 14,000.00	\$ 10.50	\$ 21,000.00	\$ 3.85	\$ 7,700.00	\$ 5.00	\$ 10,000.00	\$ 12.50	\$ 25,000.00
6	110-4	STRIPPING AND STOCKPILING	AC	3	\$ 3,000.00	\$ 9,000.00	\$ 3,630.00	\$ 10,890.00	\$ 1,895.00	\$ 5,685.00	\$ 6,000.00	\$ 18,000.00	\$ 3,500.00	\$ 10,500.00
7	110-5	TREE REMOVAL	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 13,420.00	\$ 13,420.00	\$ 11,000.00	\$ 11,000.00	\$ 27,500.00	\$ 27,500.00
8	120-1	EXCAVATION AND EMBANKMENT	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 54,750.00	\$ 54,750.00	\$ 52,400.00	\$ 52,400.00	\$ 60,000.00	\$ 60,000.00	\$ 91,650.00	\$ 91,650.00
9	160-1	SUBGRADE PREPARATION	SY	4,500	\$ 7.00	\$ 31,500.00	\$ 3.75	\$ 16,875.00	\$ 12.00	\$ 54,000.00	\$ 13.00	\$ 58,500.00	\$ 7.00	\$ 31,500.00
10	285-1	LIMEROCK BASE COURSE (8")	SY	4,000	\$ 16.00	\$ 64,000.00	\$ 18.20	\$ 72,800.00	\$ 19.10	\$ 76,400.00	\$ 20.00	\$ 80,000.00	\$ 19.00	\$ 76,000.00
11	334-1	BITUMINOUS SURFACE COURSE	TON	425	\$ 120.00	\$ 51,000.00	\$ 125.50	\$ 53,337.50	\$ 130.00	\$ 55,250.00	\$ 150.00	\$ 63,750.00	\$ 125.00	\$ 53,125.00
12	425-1	FDOT TYPE C DBI	EA	3	\$ 4,000.00	\$ 12,000.00	\$ 4,703.00	\$ 14,109.00	\$ 6,200.00	\$ 18,600.00	\$ 5,595.00	\$ 16,785.00	\$ 5,000.00	\$ 15,000.00
13	425-4	FDOT TYPE C DBI W/ WEIR	EA	2	\$ 4,500.00	\$ 9,000.00	\$ 6,479.00	\$ 12,958.00	\$ 9,300.00	\$ 18,600.00	\$ 8,316.00	\$ 16,632.00	\$ 8,500.00	\$ 17,000.00
14	430-1	18" RCP	LF	187	\$ 100.00	\$ 18,700.00	\$ 85.50	\$ 15,988.50	\$ 190.00	\$ 35,530.00	\$ 168.00	\$ 31,416.00	\$ 150.00	\$ 28,050.00
15	440-1	UNDERDRAIN SYSTEM	LF	317	\$ 100.00	\$ 31,700.00	\$ 81.00	\$ 25,677.00	\$ 96.00	\$ 30,432.00	\$ 86.00	\$ 27,262.00	\$ 100.00	\$ 31,700.00
16	440-2	UNDERDRAIN CLEANOUT STRUCTURE	EA	6	\$ 1,000.00	\$ 6,000.00	\$ 955.00	\$ 5,730.00	\$ 1,120.00	\$ 6,720.00	\$ 1,000.00	\$ 6,000.00	\$ 1,000.00	\$ 6,000.00
17	440-3	8" CORRUGATED POLY PIPE (OUTLET PIPE)	LF	99	\$ 20.00	\$ 1,980.00	\$ 39.75	\$ 3,935.25	\$ 61.00	\$ 6,039.00	\$ 54.00	\$ 5,346.00	\$ 70.00	\$ 6,930.00
18	700-1	VEHICULAR SIGNAGE	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 1,320.00	\$ 1,320.00	\$ 450.00	\$ 450.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00
19	710-1	VEHICULAR PAVEMENT MARKINGS, YELLOW	SF	1,600	\$ 2.00	\$ 3,200.00	\$ 1.40	\$ 2,240.00	\$ 1.40	\$ 2,240.00	\$ 4.00	\$ 6,400.00	\$ 10.00	\$ 16,000.00
20	710-2	24" STOP BAR, STOP MARKING, AND CENTER MARKING	EA	1	\$ 500.00	\$ 500.00	\$ 115.00	\$ 115.00	\$ 110.00	\$ 110.00	\$ 250.00	\$ 250.00	\$ 500.00	\$ 500.00
21	981-1	SODDING, BAHIA ARGENTINA	SY	17,000	\$ 3.50	\$ 59,500.00	\$ 2.65	\$ 45,050.00	\$ 2.65	\$ 45,050.00	\$ 3.00	\$ 51,000.00	\$ 3.00	\$ 51,000.00
22	F-162-1	24' CANTILEVERED AUTOMATIC SLIDING GATE WITH KEY PAD, COMPLETE	EA	1	\$ 35,000.00	\$ 35,000.00	\$ 12,650.00	\$ 12,650.00	\$ 17,750.00	\$ 17,750.00	\$ 20,000.00	\$ 20,000.00	\$ 16,500.00	\$ 16,500.00
23	F-162-2	7' HIGH-CHAIN LINK FENCE W/ADTL 1' BARBED WIRE ATTACHMENT	LF	88	\$ 85.00	\$ 7,480.00	\$ 485.00	\$ 42,680.00	\$ 92.00	\$ 8,096.00	\$ 100.00	\$ 8,800.00	\$ 200.00	\$ 17,600.00
24	AL-1	DUKE ENERGY ALLOWANCE TO RELOCATE POWER POLES AND LINES	AL	1	\$ 35,000.00	\$ 35,000.00	\$ 10,000.00	\$ 10,000.00	\$ 1,000.00	\$ 1,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Subtotal - Additive Alternate No. 1:						\$ 493,560.00		\$ 607,076.25		\$ 534,572.00		\$ 579,641.00		\$ 684,055.00
Grand Total:						\$ 1,465,150.00		\$ 1,658,395.75		\$ 1,685,444.00		\$ 1,762,511.00		\$ 2,024,317.00

NOTICE OF INTENT TO MODIFY THE R-7 MULTI-FAMILY HIGH DENSITY RESIDENTIAL ZONING DISTRICT

The Franklin County Board of County Commissioners proposes to adopt the following by ordinance:

An Ordinance Amending the R-7 Multi Family High Density residential zoning district to increase the minimum lot size from 2,900 square feet to 4,356 square feet; clarifying the maximum building height; adding that all lands in the district are subject to the Franklin County Critical Shoreline Ordinance and the Franklin County Flood Hazard Ordinance; providing for conditions, providing for severability; providing for inclusion in the county code and providing an effective date

A public hearing on the ordinance will be held on June 18, 2019 at 11:00 a.m. (ET) at 34 Forbes Street, Apalachicola, Florida, in the County Commission Meeting room.

The public is invited to attend the public hearing. Those persons who desire to speak regarding the adoption of the ordinance may appear at the hearing and shall be heard.

The proposed ordinance is on file with, and may be viewed at, the office of the Clerk of Court at the Franklin County Courthouse, which is located at 33 Market Street, Apalachicola, Florida.

The meeting room is handicap accessible; however, those persons who may require special assistance to attend the public meeting must make arrangements in advance by calling deputy clerk Lori Hines at 850-653-8161, x100 at least two business days in advance of the meeting.

Any person who may desire to challenge the outcome of the meeting is responsible for recording a verbatim transcript of the meeting.

Display Ad: Publish on May 30, 2019 and June 6, 2019

FRANKLIN COUNTY ORDINANCE 2019-_____

An Ordinance Amending the R-7 Multi Family High Density residential zoning district to increase the minimum lot size from 2,900 square feet to 4,356 square feet; clarifying the maximum building height; adding that all lands in the district are subject to the Franklin County Critical Shoreline Ordinance and the Franklin County Flood Hazard Ordinance; providing for conditions, providing for severability; providing for inclusion in the county code and providing an effective date.

WHEREAS, Franklin County finds that the current minimum lot size of 2,900 square feet in the R-7 Multi Family High Density residential zoning district is not consistent with the Franklin County Comprehensive Plan; and,

WHEREAS, Franklin County desires to amend its current R-7 Multi Family High Density Residential zoning district to increase the minimum lot size from 2,900 square feet to 4,356 square feet; and,

WHEREAS, Franklin County finds that increasing the minimum lot size from 2,900 square feet to 4,356 square feet is consistent with policy 2.2(d) of the Land use element of the Comprehensive Plan; and,

WHEREAS, Franklin County finds that increasing the minimum lot size from 2,900 square feet to 4,356 square feet in the R-7 Multi Family High Density Residential zoning district is appropriate to protect the health, safety and general welfare of its citizens; and,

WHEREAS, Franklin County intends to amend the R-7 Multi Family High Density Residential zoning district as follows; to wit:

- a. Increase the minimum lot size from 2,900 square feet to 4,356 square feet
- b. Decrease the maximum density from 15 units per acre to 10 units per acre.
- c. Incorporate the clarification to the maximum height allowed by ordinance 2013-6 that the maximum height in Franklin County is 47 feet; and
- d. Add note (5) to incorporate that Franklin County Ordinance 89-8, Critical Shoreline, and Franklin County Ordinance 2013-4, Flood Hazard, are applicable to lands within this district.

NOW THEREFORE BE IT ORDAINED that the current the R-7 Multi Family High Density Residential zoning district is amended, and replaced, as follows; to wit:

SECTION ONE:

R-7 MULTI-FAMILY HIGH DENSITY

DISTRICT INTENT: To provide for areas suitable for multi-family dwelling units not to exceed 10 units per acre.

PERMITTED USES AND STRUCTURES

PRINCIPAL: 1. Single family dwellings.
2. Multi-family dwellings.

ACCESSORY: 1. Uses of land customarily incidental and subordinate to one of the permitted uses.
2. Fire stations

PROHIBITED USES AND STRUCTURES:

1. All uses not specifically or provisionally permitted herein.

SPECIAL EXCEPTIONS: After public notice and hearing and appropriate conditions and safeguards, the Board of Adjustment may permit as special exceptions:

1. Community houses and churches
2. Buildings connected with the construction which must be removed after use is discontinued.
3. Group homes and public facilities
4. Foster care facilities
5. Public utility uses that fit on a single lot, specifically limited to electrical substations, telecommunication buildings or towers, sewer lift stations, and potable water chlorination stations and pump stations.

DEVELOPMENT STANDARDS

MINIMUM LOT SIZE: One dwelling unit per 4,356 square feet; provided however that single family dwellings shall be developed in accordance with development standards of the R-1 zoning district.

BUILDING SETBACK: For all residential structures or accessory structures there shall be provided:
(A) A setback minimum of 25 feet from the boundary of the property line bordering any private, local, arterial or collector road.
(B) A setback minimum of 10 feet from any other property line.

MAXIMUM BUILDING 47 feet in height. See Section 462 for details. The following minimum square footage of heated floor space for multi-family units will apply; one bedroom, 600 square feet; two bedroom, 800 square feet; three bedroom, 1000 square feet.

MAXIMUM LOT COVERAGE: 80%

SIGNS: See Sections 450

OFF STREET PARKING AND LOADING REQUIREMENTS:1. See Sections 430 and 440.

NOTES: R-7 MULTI-FAMILY HIGH DENSITY

1. Potable water must be available from a public system certified by the Florida Department of Environmental Protection.
2. A central sewage system must be available from a public system certified by the Florida Department of Environmental Protection.
3. Access to a development must be provided by a paved road.
4. This district shall only be established in an urban service area.
5. Franklin County Ordinance 89-8, Critical Shoreline, and Franklin County Ordinance 2013-4, Flood Hazard, are applicable to lands within this district

SECTION TWO: SEVERABILITY. If any section, sentence, phrase, word or portion of this ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase word or portion of this ordinance not otherwise determined to be invalid, unlawful or unconstitutional.

SECTION THREE: CONFLICTS. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION FOUR: EFFECTIVE DATE. This ordinance shall become effective as provided for by law.

Ordained on this the ___ day of June, 2019.

FRANKLIN COUNTY, a political
subdivision of the State of Florida.

By: _____
Noah Lockley, Its Chairman

ATTEST

By: _____
Marcia M. Johnson, Clerk

Approved as to form and content

By: _____
Thomas M. Shuler, County Attorney

County Coordinator's Report
BOCC Regular Meeting
June 18, 2019

1. At your June 4th meeting Attorney Shuler requested and received Board authorization to attend, along with expenses and travel, the Canvassing Board Conference in Orlando from October 17th to 19th. Attorney Shuler didn't realize that he should have included the County Judge, two Commissioners, and me when he made that request. **Board action** to authorize travel and expenses for County Judge Shuler, both appointed Commissioners, an myself to attend the Canvassing Board Conference in Orlando from October 17th to 19th.
2. I informed the Board, at your May 21st meeting, that Mr. Mark Curenton, County Planner, would be working on an updated Land Use Plan for Fort Coombs Armory and the surrounding property. This updated Land Use Plan is due to the Department of Environmental Protection Division of State Land in less than 90 days. As a requirement, the County has to schedule a meeting to accept public comment on the updated Land Use Plan. This meeting will be held at the Fort Coombs Armory on Thursday, June 20, 2019 at 5:00 p.m. (Eastern Time) and will be hosted by Mr. Curenton, not by this Board. If you need additional information do not hesitate to contact Mr. Curenton.
3. Mr. Curenton has advised me that we need to update the Zoning Code that is posted on the County's website. The update will include the several amendments we have made over the years, references to State offices that no longer exist, references to Florida Administrative Code sections that are no longer valid, and typos that need correction. **Board action** to authorize these changes to the Zoning Code. A final version will be presented to the Board before it is uploaded to the County's website.
4. About a month ago, CBVR Telecom Design Group, acting as an agent for Verizon sent a letter along with additional information seeking a permit to add utility-type pole cellular antennas and radio equipment in the public right-of-way, which is shown in the included Construction Drawings, that would enhance their wireless communication network specifically for the purpose of increasing coverage and capacity in the locations of Emergency Operations Centers (EOCs) used during hurricanes, natural disasters, and other times of emergency. Their goal was to have these poles and antennas installed before the start of hurricane season, but due to some communication issues, I am late bringing this request to the Board. **Board action** to authorize Mr. Curenton and Attorney Shuler to do a review of this request and, if there are no problems or conflicts, issue the requested permit.
5. Last Monday, June 10th, Mrs. Amy Ham-Kelly and I met with Mrs. Tana Kendrick, of 2K Web Group, to discuss promoting and automating the rental process for the Fort Coombs Armory, the County's designated Convention Center. Mrs. Kendrick's proposal includes designing the website for mobile friendly use, optimization for search engine

use, an availability calendar, automated booking with email notification, photo gallery, virtual tour, ADA compliance, staff training, statistics, branding, and profile setup on popular wedding websites, and other items. Since this would be promoting the County's Convention Center and 2K Web Group is a TDC vendor would the Board consider allowing TDC to review and pay for the website creation and annual fees? Your County staff would still be responsible for the rental and other administrative Armory duties. **Board discussion/action.**

6. There is an action item on Ms. Belcher's report that requires up to \$50,000 in SHIP funding. In order for SHIP to use those funds for this CDBG case, Ms. Lori Switzer, your SHIP administrator, stated that the County would have to use the existing SHIP Down Payment Assistance strategy. If the Board and Mrs. Belcher agrees a motion is needed to waive the Down Payment Assistance \$15,000 limit and allow up to \$50,000 for this specific case only. **Board discussion/action.**
7. At your May 7th meeting, this Board approved a request from Community Action Agency to purchase a permanent home for a family, that included two children, that were renters and lost everything due to the Eastpoint Limerock fire. Since then the fire, they were able to purchase their own lot ,which made them eligible to receive a home from the donated funds. Community Action Agency did not realize that there were no water or sewer taps on the lot purchased by the family, so they are requesting authorization to pay for the installation of a septic tank and for an Eastpoint Water and Sewer water tap. The estimated cost for both of these items is \$10,400. **Board action.**
8. The Weems Board of Directors, besides the new facility and the new roof on the current building, has made relocating an EMS station in Apalachicola one of their top priorities. The previous EMS station in Apalachicola was destroyed during the storm. As an option, I contacted Ms. Angela Webster at Community Action Agency and requested a quote for a three-bedroom two bath unit from Ironwood Homes, which is the same vendor that supplied the units for the Eastpoint Fire survivors. The Weems Board of Directors reviewed the \$50,730.52 three-bedroom two bath modular home quote and recommends that the Commissioners authorize the purchase, from the healthcare trust fund, of this modular home to be used as an EMS station here in Apalachicola. It will be in the same location behind the Hospital where the previous EMS station was located. Your approval would also include the purchase of a security camera system. **Board action.**
9. As a reminder, your Ethics Class with Attorney Daniel Cox is scheduled for Saturday, June 29th, here in your meeting room.

The Law Office of Thomas M. Shuler, P.A.
Apalachicola, Florida 32320

Phone: 850-653-1757
Fax: 850-653-8627
Email: mshuler@shulerlawff.com

Mailing Address:
40-4th Street
Apalachicola, FL 32320

To: Franklin County Board of County Commissioners

From: Thomas M. Shuler, County Attorney

Date: June 13, 2019

For: June 18, 2019 Attorney Report

ACTION ITEM

1. Canvassing Board

Following Commissioner Jones' inquiry last meeting, I spoke with Supervisor of Elections Heath Riley concerning membership on the canvassing board.

Supervisor Riley indicated that since the annual conference has been moved from January to October, that the board should proceed with appointing the new member and alternates to the canvassing board.

Technically, at this time, you could appoint any commissioner to serve; however, since only commissioners Parrish and Boldt are not up for re-election in 2020, I recommend that you appoint one of them as the canvassing board member and the other as the alternate.

You also need to appoint a second alternate member of the canvassing board. I recommend that you appoint Mr. Moron as the second alternate to serve in the event that both county commissioners are unable to serve for any reason.

Copies of the convention attendance forms are attached.

BOARD ACTION REQUESTED: Appoint a county commissioner as a canvassing board member and appoint a county commissioner as the alternate canvassing board member. Finally, appoint Mr. Michael Moron as the second alternate member of the canvassing board, to serve only if both county commissioners are unable to serve.

INFORMATIONAL ITEMS

2. Serenity Seaside Resort on South Bay Shore Drive

Mark and I met with Mr. Dermody on Friday, June 7, 2019, to discuss the three issues the board identified; to wit:

Workforce Housing: The developer is agreeable to a workforce housing exaction using an amount they suggested, which is one-half of one percent of the initial sales only for the 44 residential units, up to a maximum of \$1,500.00 per residential unit sold. It should be noted that while the developer plans to construct and sale developed units, meaning a higher value and higher exaction for workforce housing., the ordinance allows the developer to sale vacant lots. To the extent vacant lots are sold, the exaction for workforce housing would be lower than the amount collected for the sale of a developed unit.

Begonia Street: The Developer expressed that two other developments are being built around Begonia Street and the were not required to improve the road. He also expressed that the increased tax base would offset any cost for improvements/repairs to Begonia Street. For these reasons, the Developer does not wish to contribute additional funds or directly pay for improvements to Begonia Street.

Emergency Exit onto South Bayshore Drive: Without necessarily agreeing with the reasons for doing away with the emergency exit onto South Bayshore Drive, the Developer agreed to eliminate it.

I suggested to Mr Dermody that I thought it would be good to have a work-shop on the issue of workforce housing as it relates to Serenity Seaside Resort. I told him it was up to the board, but I would recommend it if he had no objection. For reasons stated below, I think Mr. Dermody is still mulling over the idea of a workshop.

Concerning the rescheduled public hearing, we offered to reschedule it for July 2019 to comply with the board's directions. Mr. Dermody is not certain that he is available for a hearing in July 2019 on the dates that the board meets and is checking his schedule. He will let us know when he is available. I have not heard back from Mr. Dermody concerning his availability

3. Dog Island Debris Clean-Up

As of 6/12/19, no updates have been provided by the FDOT or the Dog Island Conservation District.

4. St. George Island Golf Cart Ordinance

Members of the St. George Island Business Association have asked me to examine some issues concerning the use of golf carts on St. George Island.

At present, the golf cart ordinance prohibits golf carts on Gulf Beach Drive and some feel that unduly restricts the areas of St. George Island where golf carts operate. The existing geographic area in which golf carts are allowed is the same area originally approved in 2007.

Presently, the county prohibits motorized vehicles on the St. George Island bike path. The bike path is ten-feet wide and presently runs from the entry of the State Park to 12th Street West.

I am examining whether or not the county can legally expand the use of bike path to include golf carts. And, if legal, is it a good policy decision to place motorized vehicles onto a bike path constructed for pedestrian traffic and bicycles?

We may have to ask both the State of Florida and our engineer whether the bike path, which was built as a bike path for the purpose of separating pedestrians from motorized traffic, is structurally sound enough to accommodate golf cart traffic and whether it is or is not safe to mix pedestrian traffic with motorized traffic.

5. Johnnie Byrd:

Attached are the recorded deeds (OR Book 1243, pages 588-590) conveying the 15' wide strip of land in fractional Block 5, City of Apalachicola, Florida, re-conveyed by the City of Apalachicola back to Franklin County, and then conveyed by Franklin County to Johnnie Byrd.

I have provided the \$2,500.00 check to finance, along with the original deed from the City of Apalachicola to Franklin County and a copy of the deed to Mr. Byrd. Mr. Byrd has the original deed to him from the county.

6. Private Property Abandoned on right of way south of Apalachicola Airport

I am tracking down the contract information for the property owner so that I can send them with a written notice to remove the abandoned personal property from the right of way. They are not presently living on the premises, so it has been a bit difficult tracking down a good address to date.

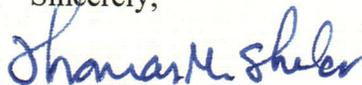
7. Gil vs. Franklin County (ADA Website Lawsuit)

The lawsuit was served on June 11, 2019.

8. HLS (Kirvin Floyd) vs. Franklin County

Court ordered mediation is scheduled for July 31, 2019, in Apalachicola, Florida. The attorneys have agreed to use Carlos Alvarez as mediator. The county has agreed to use him several times in the recent past in other cases.

Sincerely,



Thomas M. Shuler
Franklin County Attorney

enc: as stated

F a x

From: Franklin County
Supervisor of Elections
47 Ave. D
Apalachicola, FL 32320

Phone: 850-653-9520 • Fax: 850-653-9092

Subject:

Date:

To: *Cori*

Fax:

Pages: *3*

Urgent []

For Review []

Reply []

Comments:

*Updated forms for
Canvassing Board Workshop*

Fact Sheet
2020 FSASE CANVASSING BOARD WORKSHOP
FRIDAY, OCTOBER 18, 2019

- WHAT:** 2020 FSASE Canvassing Board Workshop
- WHEN:** Friday, October 18, 2019
8:30 AM Registration /9:30 AM to 3:30 PM Program
- WHERE:** Double Tree by Hilton Orlando Airport
5555 Hazeltine National Drive
Orlando, FL 32812
- WHO:** County Judges, County Commissioners, Supervisor of Elections, Alternate Members and Canvassing Board Attorneys.
- FEE:** Check \$85.00/ Credit Card \$90.70 per attendee. You can either go to www.myfloridaelection.org (FSASE website) to complete the registration form and pay online OR complete the registration form and mail with payment to FSASE at P.O. Box 350, Tallahassee, Florida 32302-0350
Deadline for Workshop registration is Friday, September 27, 2019
Deadline for cancellation with refund is Friday, October 11, 2019
- TOPICS TO BE DISCUSSED:** Importance and Organization of the County Canvassing Board
2020 Legislative Changes
Signature Verification Training,
Determining Voter Intent,
Recounts, Post-Elections Audit,
Canvassing and Election Reports
- EDUCATIONAL CREDITS:** Will be requested for County Judges, Attorneys, Supervisor of Elections and Alternates
- HOTEL ACCOMMODATIONS:**



DOUBLETREE
BY HILTON™

DoubleTree by Hilton Orlando Airport
5555 Hazeltine National Drive
Orlando, FL 32812

Online: <http://doubletree.hilton.com/en/dt/groups/personalized/M/MCOHNDT-FSA-20191017/index.jhtml>

Phone: 800-222-TREE (8733)

Be sure to mention "FSA" when making you reservations to receive the contracted rate.

Room Rates- \$145.00 (includes Internet, fitness center, complimentary shuttle service, from and to the airport and within 2 miles around the hotel). Hotel Deadline for Special Rate of \$145/night is Tuesday, September 17, 2019 or until block is full. Reservations cancelled within 48 hours will be charged one night room and tax will be assessed, including no-shows. A credit card number or one night advance deposit will be required. **Be sure to have your tax exemption certificate available.**

2020 FSASE CANVASSING BOARD WORKSHOP
DOUBLETREE BY HILTON ORLANDO AIRPORT
ORLANDO, FLORIDA
FRIDAY, OCTOBER 18, 2019
8:30AM REGISTRATION
9:30 AM TO 3:30 PM PROGRAM



REGISTRATION FORM

Name as it should appear on the Registration list:

First Name	Last Name	County
------------	-----------	--------

Please check one:

- | | |
|--------------------------------------------------------|-----------------------------------------------------------------|
| <input type="checkbox"/> County Commissioner | <input type="checkbox"/> County Judge-Bar No.: _____ |
| <input type="checkbox"/> Alternate County Commissioner | <input type="checkbox"/> Alternate County Judge-Bar No. : _____ |
| <input type="checkbox"/> Supervisor of Elections | <input type="checkbox"/> Attorney – Bar No.: _____ |
| <input type="checkbox"/> Other _____ | |

Mailing Address: _____

City: _____ Florida Zip Code: _____

Phone No: _____ Email: _____

Workshop fee by check \$85.00 by credit card \$90.70 per attendee. You can either go to www.myfloridaelections.org (FSASE website) to complete registration form and pay online OR complete the registration form and mail with payment to **FSASE** at PO Box 350, Tallahassee, Florida 32302-0350

Please Add any Dietary Needs: Vegetarian___ Vegan___ Allergies_____

Registration Deadline – Friday, September 27, 2019

For more information regarding registration, contact Ron Labasky, General Counsel,
Florida State Association of Supervisors of Elections at 850-599-9120.

Office Use Only:

Amt. Paid: _____ Date Received: _____ Receipt No.: _____ By: _____

JOHNNIE L BYRD
ANNETTE FAGAN
P O BOX 797
EASTPOINT, FL 32328

81-275/829

1153

DATE 6/5/19 PMP

SPECIALTY BLUE INK SECURITY

PAY TO THE ORDER OF

Franklin Co clerk of Court | \$ 63.50
Sixty Three and 50/100

DOLLARS

Heat Reactive Ink

DIAMOND CHECKING



www.my100bank.com

MEMO

Johnnie L Byrd

LOOK FOR FRAUD-DETECTING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK. DETAILS ON BACK.

JOHNNIE L BYRD
ANNETTE FAGAN
P O BOX 797
EASTPOINT, FL 32328

81-275/829

1152

DATE 6/5/19 PMP

SPECIALTY BLUE INK SECURITY

PAY TO THE ORDER OF

Franklin County Board of County Comm \$ 2500.00
Two Thousand & Five Hundred

DOLLARS

Heat Reactive Ink

DIAMOND CHECKING



www.my100bank.com

MEMO

Board Commissioner Johnnie L Byrd

LOOK FOR FRAUD-DETECTING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK. DETAILS ON BACK.



Overview



Legend

-  Parcels
-  Roads
-  City Labels

Parcel ID	01-09S-08W-8330-0064-0051	Alternate ID	08W09S01833000640051	Owner Address	CITY OF APALACHICOLA
Sec/Twp/Rng	1-9S-8W	Class	COUNTY		1 BAY AVENUE
Property Address		Acreage	n/a		APALACHICOLA, FL 32320
District	3				
Brief Tax Description	BL 64 NE 15FTX60FT OF SW (Note: Not to be used on legal documents)				

Date created: 5/28/2019
 Last Data Uploaded: 5/28/2019 7:46:54 AM

Developed by 

Parcel Summary

Parcel ID 01-095-08W-8330-0064-0051
Location Address 32320
Brief Tax Description* BL 64 NE 15FTX60FT OF SW 1/2 LOT 5 1028/18
*The Description above is not to be used on legal documents.
Property Use Code COUNTY (008600)
Sec/Twp/Rng 1-9S-8W
Tax District Apalachicola (District 3)
Millage Rate 21.853
Acreage 0.000
Homestead N

[View Map](#)

Owner Information

Primary Owner
 City Of Apalachicola
 1 Bay Avenue
 Apalachicola, FL 32320

Land Information

Code	Land Use	Number of Units	Unit Type	Frontage	Depth
999999	UNBUILDABLE	1.00	UT	0	0

Sales

Multi Parcel	Sale Date	Sale Price	Instrument	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
N	12/10/2010	\$100	QC	1028	18	Unqualified (U)	Vacant	FRANKLIN COUNTY	CITY OF APALACHICOLA

Valuation

	2018 Preliminary Certified	2018 Certified	2017 Certified	2016 Certified	2015 Certified
Building Value	\$0	\$0	\$0	\$0	\$0
Extra Features Value	\$0	\$0	\$0	\$0	\$0
Land Value	\$2,500	\$2,500	\$7,500	\$5,250	\$5,250
Land Agricultural Value	\$0	\$0	\$0	\$0	\$0
Agricultural (Market) Value	\$0	\$0	\$0	\$0	\$0
Just (Market) Value	\$2,500	\$2,500	\$7,500	\$5,250	\$5,250
Assessed Value	\$2,500	\$2,500	\$5,775	\$5,250	\$5,250
Exempt Value	\$2,500	\$2,500	\$5,775	\$5,250	\$5,250
Taxable Value	\$0	\$0	\$0	\$0	\$0
Maximum Save Our Homes Portability	\$0	\$0	\$1,725	\$0	\$0

"Just (Market) Value" description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.

No data available for the following modules: Residential Buildings, Commercial Buildings, Extra Features, Sketches.

Franklin County makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll.

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Overview



Legend

- Parcels
- Roads
- City Labels

Parcel ID	01-09S-08W-8330-0064-0052	Alternate ID	08W09S01833000640052	Owner Address	BYRD JOHNNIE
Sec/Twp/Rng	1-9S-8W	Class	VACANT		P.O. BOX 723
Property Address		Acreage	n/a		APALACHICOLA, FL 32329
District	3				
Brief Tax Description	BL 64 SW 35FTX60FT OF LOT (Note: Not to be used on legal documents)				

Date created: 5/28/2019
Last Data Uploaded: 5/28/2019 7:46:54 AM

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GEOSPATIAL

Parcel Summary

Parcel ID 01-095-08W-8330-0064-0052
Location Address 32320
Brief Tax Description* BL 64 SW 35FTX60FT OF LOT 5 HH/294 PP/292 PP/313 29/378 77/553 1212/354
*The Description above is not to be used on legal documents.
Property Use Code VACANT (000000)
Sec/Twp/Rng 1-9S-8W
Tax District Apalachicola (District 3)
Millage Rate 21.853
Acreage 0.000
Homestead N

[View Map](#)

Owner Information

Primary Owner
 Byrd Johnnie
 P.O. Box 723
 Apalachicola, FL 32329

Land Information

Code	Land Use	Number of Units	Unit Type	Frontage	Depth
999999	UNBUILDABLE	1.00	UT	0	0

Sales

Multi Parcel	Sale Date	Sale Price	Instrument	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
N	02/26/2018	\$100	WD	1212	354	Unqualified (U)	Vacant	CLARK	BYRD

Valuation

	2018 Preliminary Certified	2018 Certified	2017 Certified	2016 Certified	2015 Certified
Building Value	\$0	\$0	\$0	\$0	\$0
Extra Features Value	\$0	\$0	\$0	\$0	\$0
Land Value	\$2,500	\$2,500	\$15,000	\$10,500	\$10,500
Land Agricultural Value	\$0	\$0	\$0	\$0	\$0
Agricultural (Market) Value	\$0	\$0	\$0	\$0	\$0
Just (Market) Value	\$2,500	\$2,500	\$15,000	\$10,500	\$10,500
Assessed Value	\$2,500	\$2,500	\$11,550	\$10,500	\$10,500
Exempt Value	\$0	\$0	\$0	\$0	\$0
Taxable Value	\$2,500	\$2,500	\$11,550	\$10,500	\$10,500
Maximum Save Our Homes Portability	\$0	\$0	\$3,450	\$0	\$0

"Just (Market) Value" description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.

No data available for the following modules: Residential Buildings, Commercial Buildings, Extra Features, Sketches.

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Version 2.2.21



Overview



Legend

-  Parcels
-  Roads
-  City Labels

Parcel ID	01-095-08W-8330-0064-0050	Alternate ID	08W09501833000640050	Owner Address	BYRD JOHNNIE LEE
Sec/Twp/Rng	1-9S-8W	Class	VACANT		PO BOX 797
Property Address		Acreage	n/a		EASTPOINT, FL 32328-0797
District	3				
Brief Tax Description	BL 64 NE 1/2 LOT 5 (Note: Not to be used on legal documents)				

Date created: 5/28/2019
Last Data Uploaded: 5/28/2019 7:46:54 AM

Developed by  **Schneider**
GEOSPATIAL

Parcel Summary

Parcel ID 01-095-08W-8330-0064-0050
Location Address 32320
Brief Tax Description* BL 64 NE 1/2 LOT 5 OR/396/72
*The Description above is not to be used on legal documents.
Property Use Code VACANT (000000)
Sec/Twp/Rng 1-95-8W
Tax District Apalachicola (District 3)
Millage Rate 21.853
Acreage 0.000
Homestead N

[View Map](#)

Owner Information

Primary Owner
 Byrd Johnnie Lee
 PO Box 797
 Eastpoint, FL 323280797

Land Information

Code	Land Use	Number of Units	Unit Type	Frontage	Depth
999999	UNBUILDABLE	1.00	UT	0	0

Valuation

	2018 Preliminary Certified	2018 Certified	2017 Certified	2016 Certified	2015 Certified
Building Value	\$0	\$0	\$0	\$0	\$0
Extra Features Value	\$0	\$0	\$0	\$0	\$0
Land Value	\$2,500	\$2,500	\$15,000	\$10,500	\$10,500
Land Agricultural Value	\$0	\$0	\$0	\$0	\$0
Agricultural (Market) Value	\$0	\$0	\$0	\$0	\$0
Just (Market) Value	\$2,500	\$2,500	\$15,000	\$10,500	\$10,500
Assessed Value	\$2,500	\$2,500	\$11,550	\$10,500	\$10,500
Exempt Value	\$0	\$0	\$0	\$0	\$0
Taxable Value	\$2,500	\$2,500	\$11,550	\$10,500	\$10,500
Maximum Save Our Homes Portability	\$0	\$0	\$3,450	\$0	\$0

"Just (Market) Value" description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.

No data available for the following modules: Residential Buildings, Commercial Buildings, Extra Features, Sales, Sketches.

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Developed by

Schneider
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Last Data Upload: 5/28/2019, 7:46:54 AM

Version 2.2.21

she does not have a big problem with this as they have the sidewalks and because the owners still have land toward the water. **Motion carried; 5-0.**

3. **RECOMMENDED APPROVAL: (Unanimous)** Consideration of a request to construct a rip rap wall in the 50 foot setback and both 10 feet side setback on the North Boundary of 538 River Road, Carrabelle, Franklin County, Florida. Request submitted Davis Morgan, Applicant.

On motion by Commissioner Massey, seconded by Commissioner Lockley, and by unanimous vote of the Board present, it was agreed to approve this request.

Johnny Byrd – Request to purchase County/City parcel

Mr. Moron presented a handout from the Property Appraiser that provided information about this property. Attorney Shuler stated as he informed the Board previously in writing, Mr. Byrd in the past was a client of his but the matter has now concluded. He said Mr. Byrd is a former client and he has explained to Mr. Byrd that it is a conflict of interest for him to represent the Board in this matter because just recently Mr. Byrd has become a former client. Attorney Shuler reported the nature of the conflict is waivable and he has asked Mr. Byrd to waive the conflict of interest on his part. He said he has presented the Board with the signed document which indicates the disclosure of the conflict and the written waiver of the conflict by Mr. Byrd. Attorney Shuler reported he will also have to request a written waiver of the conflict from the County Commission. He explained the conflict is waivable as the matter that he was representing Mr. Byrd on is completely unrelated to any matters concerning the county. Attorney Shuler stated Mr. Byrd's petition before the Board today originated with the City of Apalachicola not Franklin County but the City of Apalachicola sent him to the county with this request. Attorney Shuler requested Board action to waive the conflict. He went on to say if the Board does not want to waive the conflict then they would need to hire someone like Mr. David Theriaque, Theriaque & Spain, to advise them on this matter. **On motion by Commissioner Lockley, seconded by Commissioner Jones, and by unanimous vote of the Board present, it was agreed to waive the conflict of interest.** Attorney Shuler said a waiver of conflict will be signed. Attorney Shuler stated the Board should listen to Mr. Byrd's presentation and then he will provide clarification as he deems necessary. Mr. Byrd said he would like to obtain the 15 ft. of this lot that the county has. He explained for years his family paid taxes on a buildable lot and when he moved home he found out he could not build on the property. He reported he is not interested in what they paid in the past but he would like to get this matter straightened out. He explained if he gets the 15 ft. then the county would be billing him correctly for a buildable lot as he has agreed to pay back taxes and purchase the other part of the lot owned by the Clark family. Mr. Byrd reported the Property Appraiser went back and readjusted the property because all three parcels were being billed as buildable. Mr. Byrd said he just wants to buy the 15 ft. and it is not worth \$2,500 but he will pay it if he has to. Attorney Shuler asked the location of the property. Mr. Byrd answered the property is at the corner of 6th Street and Avenue I. Attorney Shuler said this is a 60' X 100' platted lot and it was split in the past into three different parcels. He explained Mr. Byrd owned one part of the lot, a third party owned

the second part that Mr. Byrd will purchase and the third parcel is the 15 ft. between the parcels that the county deeded to the City of Apalachicola. He reported there is a reverter clause on the 15 ft. and it says if the City of Apalachicola tried to sell the property it would revert to the ownership of Franklin County. He stated when Mr. Byrd went to the City of Apalachicola about purchasing the property he was told about the reverter provision and that he would need to contact the county about releasing the reverter so the City could sell the property. Attorney Shuler reported this Board's action several months ago was that they were unwilling to release the reverter but if the City of Apalachicola would re-convey the property back to the Board then they may consider selling the property to Mr. Byrd pursuant to Florida law. Attorney Shuler stated the general law says all property must be publicly bid but under Florida Statute 125.66 there is an exception to the general law. He reported the exception has two categories and the one that applies here is if the property is less than \$15,000 in value and not buildable then the county has the right to affect a private sale to the adjacent owners. He was not sure if adjacent meant just the properties abutting the properties or surrounding the 15 ft. parcel. He stated he has not looked into the matter as the Board has not asked him to. Attorney Shuler stated the Board has the opportunity if they choose to affect a private sale. He said the first step would be for the City of Apalachicola to re-convey the property to the county. He reported step two would be if the Board wanted to authorize him to follow the statutory procedure and affect a private sale of the property. He explained if no one shows any interest other than Mr. Byrd then he is by statute allowed to purchase the property for the assessed value which the Property Appraiser informed him yesterday was \$2,500.00. Attorney Shuler stated if someone else comes in and bids then there is a further step where the interested parties have to submit a private bid to the county and the highest bidder wins. Chairman Parrish asked if the City of Apalachicola has deeded this property back to the county. Attorney Shuler answered no. He explained the City has indicated a willingness to do this but wanted to know if the Board was willing to go through the process to affect the private sale. **On motion by Commissioner Lockley, seconded by Commissioner Jones, and by unanimous vote of the Board present, it was agreed to direct Attorney Shuler to proceed with the process to get this started so Mr. Byrd can get the property.**

RFQ/RFP/Sealed Bids Opening

Sealed Bids – Timber Island Boat Ramp & Indian Creek Park Dock Replacement

Mrs. Barfield and Mr. Moron opened and read the bids, as follows:

<u>Company</u>	<u>Indian Creek Boat Ramp</u>	<u>Timber Island Boat Ramp</u>	<u>Total</u>
R.J. Gorman Marine Construction Panama City Beach, Florida	\$52,742.78	\$38,088.05	\$ 90,830.83
H.D. Harders & Sons	\$76,475.00	\$47,420.00	\$123,895.00

Marcia Johnson

Clerk of the Circuit Court
Franklin County

33 Market St.
Apalachicola, FL 32320

Official Records Receipt Recording

Username: smonroe

Changed By: smonroe

Receipt#: 201901691

Payee Name: JOHNNIE L BYRD

Receipt Date: 06/13/2019

Instrument(s): 201919002658-BK1243/PG588-DEED, 201919002659-BK1243/PG589-590-DEED

Details

NOTARY COMM JULY 1	\$6.00
Deed Doc Stamps	\$35.00
ACC JULY 1	\$0.30
RMTF JULY 1	\$5.70
Recording	\$14.00
Records Trust	\$2.50

Receipt Total: \$63.50

Amount Tendered: \$63.50

Change: \$0.00

Check \$63.50 1153

Amount Paid: \$63.50

THIS INSTRUMENT PREPARED BY:
Law Offices
J. Patrick Floyd, Chtd.
408 Long Avenue
Port St. Joe, FL 32456

Inst: 201919002658 Date: 06/13/2019 Time: 11:39AM
Page 1 of 1 B: 1243 P: 588, Marcia Johnson,
Clerk of Court Franklin County, By: SM
Deputy ClerkDoc Stamp-Deed: 17.50

THIS DOCUMENT WAS PREPARED WITHOUT BENEFIT OF
TITLE SEARCH OR ABSTRACT EXAMINATION AND IS
BASED SOLELY ON FACTS PROVIDED BY EITHER OF THE
PARTIES OR HIS AGENT

This Quit-Claim Deed

Executed this 26th day of April, A.D. 2019, by CITY OF APALACHICOLA, whose address is 1 Bay Street, Apalachicola, FL 32320, first party, to FRANKLIN COUNTY, a political subdivision of the State of Florida whose address is 33 Market Street, Apalachicola, Florida 32320, second party.

(Whenever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representative, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the said first party, for and in consideration of the sum of \$10.00 in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand (if any) which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of FRANKLIN, State of Florida, to-wit:

Northeast 15 feet by 60 feet of the Southwest one-half of Fractional Lot 5, Block 64, Apalachicola, Florida, according to the map or plat thereof in most common use more particularly described as follows: commence at the intersection of Avenue I and 6th Street with the North East corner of said Lot 5 for the point of commencement, thence travel West along Avenue I fifty feet to the Point of Beginning. From said Point of Beginning, travel fifteen feet West along said right of way to a point, thence turn left and run sixty feet to point along the boundary line separating Lots 4 and 5 of said block, thence turn left and run 15 feet along said line to a point, thence turn left and run sixty feet to the Point of Beginning.

SUBJECT TO covenants, restrictions, reservations, easements and rights-of-way, if any. And, FRANKLIN County Comprehensive Plan and land use ordinances and all other County, State, Federal and Local laws, rules and regulations regarding the use and development of said property.

In Witness Whereof, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

CITY OF APALACHICOLA

[Signature]
Witness Signature
Print Name Janelle C. Paul

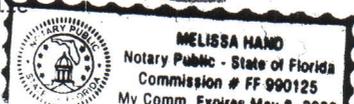
BY: [Signature]
VAN W. JOHNSON, MAYOR

[Signature]
Witness Signature
Print Name Ronald W. Dalley

STATE OF FLORIDA
COUNTY OF FRANKLIN

I hereby Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared VAN W. JOHNSON, Mayor, City of Apalachicola known to be the person described in and who executed the foregoing instrument, who acknowledged before me that she executed the same, that I relied upon the following form(s) of identification of the above-named persons and that an oath WAS NOT taken.

Witness my hand and official seal in the County and State last aforesaid this 26 day of ~~May~~ April A.D. 2019.

[Signature]
Notary Public


This Instrument Prepared by:
Law Offices of Thomas M. Shuler, PA
40 4th Street
Apalachicola, Florida 32320

Inst: 201919002659 Date: 06/13/2019 Time: 11:39AM
Page 1 of 2 B: 1243 P: 589, Marcia Johnson,
Clerk of Court Franklin County, By: SM
Deputy ClerkDoc Stamp-Deed: 17.50

Property Appraisers Parcel I.D. (Folio) Number(s):

WARRANTY DEED

This Warranty Deed, Made the 6th day of May, 2019, by **FRANKLIN COUNTY**, a political subdivision of the State of Florida, whose address is: 33 Market Street Apalachicola Florida hereinafter called the "Grantor",

to **JOHNNIE L. BYRD, a married man**, whose address is: PO BOX 797 Eastpoint Florida, hereinafter called the "Grantee".

WITNESSETH: That said Grantor, for and in consideration of the sum of (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in **FRANKLIN** County, Florida, to wit:

SEE ATTACHED EXHIBIT "A" FOR COMPLETE LEGAL DESCRIPTION

LEGAL DESCRIPTION FURNISHED BY PARTIES AND NOT VERIFIED BY DRAFTER THIS DOCUMENT PREPARED WITHOUT BENEFIT OF TITLE SEARCH OR SURVEY AND IS BASED SOLELY ON FACTS PROVIDED BY EITHER OF THE PARTIES OR AGENT.

The property is NOT the homestead of the Grantor(s).
TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. **To Have and to Hold**, the same in fee simple forever.
And the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **2019**, reservations, restrictions and easements of record, if any.

(The terms "Grantor" and "Grantee" herein shall be construed to include all genders and singular or plural as the context indicates.)

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES
TWO SEPARATE DISINTERESTED WITNESSES REQUIRED

Witness Signature: <u>Thomas M. Shuler</u> Printed Name: <u>Thomas M. Shuler</u>	Franklin County, a political subdivision of the State of Florida <u>Noah L. Lockley</u> Noah L. Lockley, Chairman
Witness Signature: <u>Brian K. Krantz</u> Printed Name: <u>BRIAN K. KRANTZ</u>	

State of Florida
County of Franklin

The foregoing instrument was acknowledged before me this 6th day of June, 2019, by **Noah Lockley as Chairman for FRANKLIN COUNTY, a political subdivision of the State of Florida** who is/are personally known to me or has/have produced driver license(s) as identification.

Linda Maloy
Notary Public Signature
Printed Name: Linda Maloy

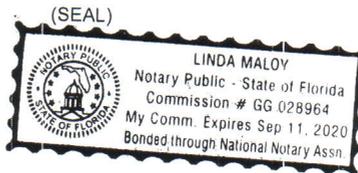


EXHIBIT "A"

Northeast 15 feet by 60 feet of the Southwest one-half of Fractional Lot 5, Block 64, Apalachicola, Florida, according to the map or plat thereof in most common use more particularly described as follows: commence at the intersection of Avenue I and 6th Street with the North East corner of said Lot 5 for the point of commencement, thence travel West along Avenue I fifty feet to the Point of Beginning. From said Point of Beginning, travel fifteen feet West along said right of way to a point, thence turn left and run sixty feet to point along the boundary line separating Lots 4 and 5 of said block, thence turn left and run 15 feet along said line to a point, thence turn left and run sixty feet to the Point of Beginning.

SUBJECT TO covenants, restrictions, reservations, easements and rights-of-way, if any. And, FRANKLIN County Comprehensive Plan and land use ordinances and all other County, State, Federal and Local laws, rules and regulations regarding the use and development of said property.

*The Law Office of Thomas M. Shuler, P.A.
Apalachicola, Florida 32320*

Phone: 850-653-1757
Fax: 850-653-8627
Email: mshuler@shulerlawfl.com

Mailing Address:
40-4th Street
Apalachicola, FL 32320

May 29, 2019

Johnnie Byrd
P.O. Box 797
Eastpoint, Florida 32328-0797

Re: Fractional Lot 5, Block 64, City of Apalachicola, Florida
Being 15 feet in width, more or less; Parcel ID No.: 01-09S-08W-8330-0064-0051

Dear Mr. Byrd:

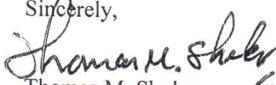
This letter is to inform you that Franklin County has elected to exercise its right pursuant to your request and section 125.35, Florida Statutes, to conduct a private sale of the above referenced property for its current assessed value as determined by the Franklin County Property Appraiser; to wit: \$2,500.00.

You are the owner of parcel number 01-09S-08W-8330-0064-0050 and parcel number 01-09S-08W-8330-0064-0052. Your two parcels are adjacent to the east and west of the above referenced parcel. Public streets or alleys abut the subject property on the North and South.

Therefore, due to size, shape, location and value of the above referenced parcel, it is of use only to you and you may purchase it for the amount assessed by the Franklin County Property Appraiser, plus the cost to record two deeds. The first deed conveys the subject property back to Franklin County from the City of Apalachicola in a deal you negotiated directly with the city. The second deed will convey the subject property to you. The estimated cost of recording both deeds is estimated to cost \$63.50.

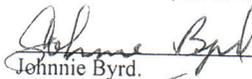
If you are still interested in purchasing the subject property for the amount assessed by the Franklin County Property Appraiser and pay all of the costs of recording the two deeds, then please sign below on the space provided and bring two checks. Make one check payable to Franklin County for \$2,500.00 and a second check made payable to Marcia Johnson, Clerk of Courts, for \$63.50 to pay for the recording costs.

Sincerely,


Thomas M. Shuler 6-13-19

Enc: Property Appraiser records on above 3 parcels and 7/3/2018 board minutes

I agree to pay \$2,500.00 for the above
Referenced property and pay \$63.50 to
record two deeds, all as described in detail above.


Johnnie Byrd

Dated: May 5, 2019.

John

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF FLORIDA
TALLAHASSEE CIVIL DIVISION

CASE NO.

JUAN CARLOS GIL,

Plaintiff,

v.

FRANKLIN COUNTY, FLORIDA,

Defendant.

COMPLAINT FOR INJUNCTIVE AND DECLARATORY RELIEF

COMES NOW Plaintiff Juan Carlos Gil (“Plaintiff), by and through his undersigned counsel, and hereby sues Defendant the Franklin County, Florida (“Defendant”) for declaratory and injunctive relief, attorney’s fees and costs (including, but not limited to, court costs and expert fees) pursuant to Title II of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12131 et. seq. (“ADA”) and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 (“Section 504”) and alleges as follows:

INTRODUCTION

1. “Il n’y a que deux puissances au monde, le sabre et l’esprit : à la longue, le sabre est toujours vaincu par l’esprit¹”, and one must be informed to understand their peril. Florida began its tradition of openness back in 1909 with the passage of Chapter 119 of the Florida Statutes². This statute requires that any records made or received by any public agency in the course of its official business are available for inspection.

¹ There are only two powers in the world, the sword and the spirit: in the long run, the sword is always defeated by the spirit. Napoleon Ier (1789-1821)

² Public Records Law

2. This is an action under Title II of the Americans with Disabilities Act of 1990 and under Section 505 of the Rehabilitation Act of 1973 through which Section 504 of the Rehabilitation Act of 1973 (“Rehabilitation Act”) is enforced to redress unlawful disability-based practices and to make Plaintiff Juan Carlos Gil whole.

3. Franklin County (“Defendant”) is a public entity which has provided the website URL www.franklincountyflorida.com as an information Website (“portal” or “website”) to the Franklin County government for the general public (to anyone who accesses the Website). The general public is able to access Franklin County government online content, which constitutes programs, services, and activities. Much of that content is provided in portable document format (“PDF”).

4. In order to meaningfully access PDF documents (also referenced as electronic documents), blind and visually impaired individuals require that electronic documents be saved in an accessible format. Much of the content provided in electronic (PDF) format within Defendant’s Website is not accessible by persons who are visually impaired and who utilize screen readers.

5. Because Defendant’s online electronic document content is not available for persons who are blind or low sighted, Defendant has denied Plaintiff Juan Carlos Gil access to that electronic (PDF) content. As such, Defendant has denied access to Plaintiff based on Plaintiff’s disability (being low sighted and/or blind). In so doing, Defendant has denied Plaintiff his fundamental right to observe and participate in the democratic process of self-government. A citizen’s right to meaningful participation in the political process and to access publicly available information needed to participate in the process is a fundamental right requiring heightened scrutiny. *Johnny Reininger, Jr. v. State of Oklahoma*, Case No.: 5:16-cv-012141 (November 9, 2017) and *Natl Association of the Deaf (NAD) v State of*

Florida, 318 F. Supp. 3d 1338 (S.D. Fla. 2018).

6. Plaintiff brings this action against the Defendant to enforce the requirement of Section 504 of the Rehabilitation Act that a public entity receiving or distributing federal financial assistance (which Defendant receives and distributes each year) must not deny persons with disabilities the benefits of its programs, services and activities.

7. By failing to provide electronic documents in accessible format, Defendant has deprived blind and visually impaired individuals of the benefits of its online content, which benefit is afforded to sighted (non-disabled) individuals. As such, Defendant has increased the sense of isolation and stigma that the ADA and Section 504 were meant to redress for individuals with disabilities.

8. Defendant's denial of much of its publicly available online content to blind and visually impaired individuals violates Section 504 of the Rehabilitation Act and Title II of the ADA.

9. Accordingly, Plaintiff seeks injunctive and declaratory relief to ensure that blind and visually impaired individuals have equal, effective and timely access to Defendant's publicly available online content (consisting of electronic documents).

JURISDICTION AND VENUE

10. Plaintiff is expressly authorized to bring this action pursuant to Title II of the Americans With Disabilities Act, 42 U.S.C. §§ 12131-12133 ("ADA"), incorporating by reference the remedies, procedures and rights under Sections 504 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 794, 794(a) ("Section 504"), incorporating the remedies, rights and procedures set forth in §717 of the Civil Rights Act of 1964, including the application of §§ 706(f) through 706(k), 42 U.S.C. § 2000e-5(f)-(k).

11. This Court has federal question jurisdiction pursuant to 28 U.S.C. § 1331 and

42 U.S.C. § 12188. This Court's jurisdiction is proper under 28 U.S.C. Section 451, 1331, 1337, and 1343.

12. Plaintiff has met all conditions precedent to bring this action.

PARTIES

Juan Carlos Gil

13. Plaintiff Juan Carlos Gil is a resident of the State of Florida, is disabled and a qualified individual as defined by the ADA

14. Plaintiff is legally blind and a member of a protected class under the ADA, 42 U.S.C. § 12102(1)-(2) and the regulations implementing the ADA and as set forth at 29 USC §705(20). Plaintiff suffers optic nerve damage and is legally blind. Plaintiff also suffers from cerebral palsy, is unable to walk, and is confined to a wheelchair. Plaintiff's disability is defined in 28 C.F.R. §35.108, as Plaintiff is substantially limited in the major life activity of seeing, specifically 28 C.F.R. § 35.108(c)(1).

15. Plaintiff is an athlete who travels for his athletic triathlon endeavors, and also is an advocate for the rights of blind and wheelchair bound disabled individuals.³

16. In the past years, Plaintiff traveled to Arizona, Orlando, and Boston to attend various conventions and meetings to advance disability rights. Such events include, but are not limited to, the National Federation for the Blind convention in Orlando⁴, the American Counsel for the Blind conferences⁵ and various focus groups and meetings throughout the east coast (including New York and Boston).

³ Juan Carlos Gil has traveled to speak on disabled rights, written letters, and mentored other disabled individuals as well as being the Plaintiff in the Landmark Historic federal trial over Web Accessibility (*Juan Carlos Gil v Winn Dixie Stores, Inc.* No. 16-cv-23020); See press release on case: www.prweb.com/releases/2017scottrdinin/06civilrights/prweb14437034.htm

⁴ July 2017, 2018

⁵ In 2017 (Nevada) and in 2018 (Wisconsin)

17. Plaintiff is a qualified and/or otherwise qualified individual with a disability in that Plaintiff is qualified to access Defendant's electronic documents.

18. Due to his disability, the Plaintiff requires that document information be saved in an accessible format such as HTML or an accessible electronic (PDF) format so that he can comprehend (read) that document with screen reader software.

Franklin County, Florida

19. Defendant Franklin County, Florida is a local government entity, a body corporate and political subdivision of the State of Florida. Franklin County is located in Florida's Northwestern Panhandle approximately 80 miles southwest of the State capitol, Tallahassee. The county is comprised of 545 square miles and 348,800 acres. Franklin County serves more than 11,000 residents. Franklin County was founded in 1832. It was named for Benjamin Franklin. Within Franklin County, there are two municipalities: Apalachicola and Carrabelle, being the last one the second largest town in Franklin County, 25 miles east of Apalachicola on the Carrabelle River. Each municipality has its own government and provides city services such as police and zoning protection. The county seat is Apalachicola. The county includes several large preserved areas and rivers and has been home to commercial timber and fishing industry. More recently it has become popular for tourism and retirement. It includes several rivers, state parks, and islands.

20. Chapter 125.01 of the Florida Statutes give the Board of County Commissioners the ability to create (through a local public hearing ordinance procedure) local laws⁶. This process is done without having to go to the Florida Legislature to request special legislation to create these laws. The Board of County Commissioners is the

⁶ that are not in conflict with or specifically prohibited by state general law or the Florida Constitution

governing body of the County. Its members are directly elected by the people of Franklin County . The Board of County Commissioners implements Franklin County policies and laws and manages the governmental agencies and departments of Franklin County. The Board of County Commissioners distributes federal financial assistance through its budgetary and legislative process to Franklin County agencies and departments. No person, agency or department is above the Board of County Commissioners.

21. Since Defendant is a public entity it is subject to Title II of the ADA. 42 U.S.C. § 12131(1).

22. On information and belief, Defendant is also a recipient and distributor of federal funds and as such, is also subject to the requirements of Sections 504 of the Rehabilitation Act of 1973.

GENERAL ALLEGATIONS

23. Defendant offers a service through www.franklincountyflorida.com (“Website”) where interested persons can obtain pertinent information regarding the government of Franklin County and living and visiting Franklin County. Plaintiff is such an interested person.

24. Defendant’s Website has publications which are embedded in PDF (electronic) format. These publications contain information on a variety of Franklin County issues. A few of the publications provided to the public by Defendant include but are not limited to; a Flood Quad Fold Outreach flyer⁷ and a Flood Insurance Study⁸. These publications are made available by Defendant to generally inform the public of pertinent information when living and visiting Franklin County and of the services provided by Defendant. Therefore,

⁷ www.franklincountyflorida.com/wp-content/uploads/2016/06/FLOOD-QUAD-FOLD-OUTREACH.pdf

⁸ www.portal.nwfwmdfloodmaps.com/NWFWMD_Data/FISReports/Franklin_FIS.pdf

these types of electronic documents (being publications providing a service to the public) are referenced as “electronic service documents.”

25. Defendant’s Website also contains electronic documents which provide information on Franklin County policies and positions which affect the public directly. A sampling of those links to electronic documents (which are also referenced as “electronic policy documents”) is provided herein below:

- Franklin County Board of Commissioners Oysters Harvest and Processing Rules⁹;
- Franklin County Land Use Comprehensive Plan: Goals, Objectives and Policies¹⁰.

26. The Franklin County Board of Commissioners meetings make up the bulk of Defendant’s legislative history. The Board of Commissioners meetings have a direct effect on the lives of citizens in the state. Interested persons can become informed about the effect of the Board of Commissioners meetings and the resulting policies, budgets, and services online by viewing the electronic documents generated which reflect the decisions made by Franklin County Board of Commissioners through this Website. Interested persons are able to view thousands of documents related to the government of Franklin County (also referenced as “electronic agenda documents”) through this Website. An example of electronic agenda documents include Franklin County FY 2018-2019 Adopted Budget¹¹ and Franklin County Ordinance 2017-07 Regulating Animals in Franklin County¹² and Special Meeting of the Franklin County Board of Commissioners Agenda March 1, 2019¹³. Through reviewing the agenda documents, interested persons can ascertain what upcoming

⁹ www.franklincountyflorida.com/documents/board_commissioners/oyster-harvest-processing-rules.pdf

¹⁰ www.franklincountyflorida.com/documents/planning_building/ComprehensivePlan.pdf

¹¹ www.franklincountyflorida.com/wp-content/uploads/2018/10/1819-BOCC-Final-Adopted-Budget.pdf

¹² www.franklincountyflorida.com/wp-content/uploads/2017/05/Animal-Control-Ord-2017-07.pdf

¹³ www.franklincountyflorida.com/wp-content/uploads/2019/02/March-12019-Website-1.pdf

projects are being negotiated and voted upon, and can find out the direction that Franklin County is moving related to issues such as spending (budgets), use of Disaster Recovery Funds and legislative policy concerning the environment.

27. Through perusing the archived agenda documents, interested persons can ascertain what past legislation and projects on which the Board of Commissioners have voted regarding important social, community, economic growth, and environmental issues which (while voted upon in the past) have a direct effect on current and future events in Franklin County. Links to such kind of electronic documents are; Franklin County Fiscal Year 2014-2015 Annual Budget¹⁴, Franklin County Ordinance No. 2016-07¹⁵ and Budget Workshop Minutes July 20, 2017¹⁶.

28. Defendant's electronic documents contain a plethora of information regarding matters which affect the public directly such as related public works projects, budgets, environmental resources management, preservation of the ocean natural resources, lands and special projects for urban areas, preparedness for natural disasters, job growth, housing programs and community revitalization. Examples of links to such electronic documents are; Franklin County's Best Flood Management Practices¹⁷, Franklin County Water Utility Report 2008¹⁸, Franklin County Annual Financial Report 2017¹⁹ and CareerSource Gulf Coast Oyster Program Grant Press Release²⁰.

¹⁴ www.franklincountyflorida.com/documents/board_commissioners/budget-2014_2015.pdf

¹⁵ www.franklincountyflorida.com/wp-content/uploads/2016/08/Ordinance-Six-Cents-Gas-Tax.pdf

¹⁶ www.franklincountyflorida.com/wp-content/uploads/2017/08/fcbcc-170720.pdf

¹⁷ www.franklincountyflorida.com/documents/pz/flood_services/BEST%20MANAGEMENT%20PRACTICE%20S.pdf

¹⁸ www.franklincountyflorida.com/documents/board_commissioners/Franklin_County_Water_Utility_Report_2008.pdf

¹⁹ www.franklincountyflorida.com/wp-content/uploads/2018/07/2017-Franklin-County-BOCC-Combined-Financial-Statement.pdf

²⁰ www.franklincountyflorida.com/wp-content/uploads/2016/06/CareerSource-to-Assist-Oystermen-9_2-Press-Release.pdf

29. Through Defendant's Website, interested persons can read Defendant's electronic documents on demand.

30. However, blind and/or visually impaired persons require screen reader software to read/comprehend (Defendant's) electronic documents.

31. Online "on-demand" viewing of the Defendant's electronic documents is not an option available to persons with vision disabilities due to the fact that those documents are provided solely in a *PDF flat surface* format and do not interface with screen reader software as used by blind and visually impaired individuals. Plaintiff (who is legally blind) is such an interested person.

32. As an active and social Florida resident, Plaintiff is interested in the quality of life, economic growth, tourism, preservation of natural environment, general preparedness for any natural disaster among other issues. Therefore, Plaintiff is interested, among other issues, in reviewing and investigating the quality of water, different projects to preserve the natural environments, use of lands and urbanization programs and the use of resources used by the government of Franklin County dedicated to evolving it into a more habitable county.

33. Therefore, in October 2018 Plaintiff visited Defendant's Website with the intent of educating himself about the environmental concern, quality of life, and governmental functioning in Franklin County. Plaintiff also wanted to find out more about programs, services and activities available to visitors and residents of Franklin County

34. Because Defendant's electronic documents are not in an accessible format for the blind and visually impaired and are not provided in accessible HTML or PDF format, Plaintiff was prevented from becoming informed about Franklin County's governmental functioning, policies, programs, services and activities as Defendant offers to the public because of his vision disability. This exclusion resulted in Plaintiff suffering from feelings

of segregation, rejection, and isolation as Plaintiff was left excluded from participating in the community services, programs and activities offered by Franklin County in a manner equal to that afforded to others who are not similarly disabled.

35. Due to his inability to comprehend Defendant's electronic documents, on October 23, 2018, Plaintiff wrote a letter to Defendant and informed Defendant that he is legally blind and unable to fully access the electronic documents which Defendant provides to the public with his screen reader software. In that letter, Plaintiff requested Defendant's electronic documents be provided in an accessible format for blind and visually impaired individuals (such as himself). Plaintiff made this request via U.S. mail service. Plaintiff's letter request is attached hereto as Exhibit A.

36. As of the date of this Complaint filing, Defendant has not responded to Plaintiff's request for accommodation.

37. On November 23, 2018, Plaintiff again attempted to access Defendant's electronic documents, but those electronic documents remained inaccessible as he still could not comprehend them with his screen reader software. It is sufficiently obvious that Plaintiff and others who are blind or low sighted need Defendant to properly save its documents so that they are accessible on demand and permit such persons to benefit from the services, programs and activities.

38. By Defendant's failure to make the electronic documents on its Website accessible, Plaintiff has suffered injuries and shame, humiliation, isolation, segregation, experienced emotional suffering, pain and anguish and has been segregated and prohibited from enjoying the programs, services and activities offered by Defendant to the public.

39. Plaintiff continues to desire to participate in the governmental functioning of Franklin County. However, Plaintiff is unable to do so, as he is unable to meaningfully

access and comprehend the electronic documents provided by Defendant for the public.

40. Furthermore, Defendant has not provided any other auxiliary aid or service which would assist Plaintiff and/or similarly situated blind or visually impaired constituents to meaningfully access and fully comprehend Defendant's electronic documents in the same manner as Defendant has as made available to the non-disabled public.

41. Because Defendant has not provided its electronic documents in an accessible format for the blind and visually impaired, Plaintiff has been prevented from becoming informed of Franklin County's governmental functioning, policies, programs, services and activities as offered to the public by Defendant because of his vision disability. As such, Plaintiff was left excluded from participating in Franklin County government and the community services, programs and activities offered by Franklin County in a manner equal to that afforded to others who are not similarly disabled.

42. Plaintiff's inability to access Defendant's electronic documents has resulted in a *virtual barrier* which has impaired, obstructed, hindered, and impeded Plaintiff's ability to become an involved citizen in Franklin County government and learn about the programs, services and activities available to residents to (and visitors of) Franklin County.

43. On information and belief, since October 23, 2018, when Plaintiff first began to attempt to access and learn about Franklin County programs, services, activities and government, Defendant has not made reasonable modifications to its policies and procedures to ensure future compliance with the ADA and/or the Rehabilitation Act. As of this filing, the electronic documents made available by Defendant remain inaccessible to Plaintiff as well as to other blind and visually disabled individuals.

44. Plaintiff continues to desire to become involved in and monitor the Franklin County governmental process. However, Plaintiff is unable to do so, as he is unable to

meaningfully access and comprehend the electronic documents provided by Defendant for the public.

45. Plaintiff has concrete plans to read and comprehend (on a weekly basis) the electronic documents supplied by Defendant as a service to the public. However, Plaintiff is prevented from enjoying the programs, services and activities for residents and visitors of Franklin County due to the unlawful barrier created by Defendant's refusal to make its electronic documents accessible for screen reader software as used by the visually impaired.

46. Plaintiff (and others with vision impairments) will suffer continuous and ongoing harm from the Defendant's omissions, policies, and practices regarding its electronic documents unless enjoined by this Court.

47. Defendant has engaged (and continues to engage) in unlawful practices in violation of Title II of the ADA (42 U.S.C. §12132 and Section 504).

48. Defendant's unlawful practices include (but are not limited to) denying Plaintiff (an individual with a disability) the ability to participate in Franklin County government and to participate in the Franklin County community programs, services and activities by failing to provide Plaintiff the ability to study and review Franklin County's electronic documents in the same manner as provided to the sighted public.

49. Defendant is deliberately indifferent to the provisions of the Rehabilitation Act and Title II of the ADA in regard to the unlawful practices described herein because Defendant is aware of the availability of computer programs which allow Defendant to save electronic documents in an accessible format. Despite the ease of providing accessible electronic documents, Defendant has failed to reasonably modify its policies, processes and procedures for the same.

50. As a result of Defendant's actions, Plaintiff has been damaged and has suffered injuries and shame, humiliation, isolation, segregation, experienced emotional suffering, pain and anguish.

51. For all of the foregoing, Plaintiff has no adequate remedy at law.

52. Plaintiff has retained Scott Dinin P.A. and J. Courtney Cunningham PLLC as his legal counsel in this action and has agreed to pay a reasonable attorney fee.

COUNT I – VIOLATIONS OF TITLE II OF THE ADA

53. The broad mandate of the ADA is to provide an equal opportunity for individuals with disabilities to participate in and benefit from all aspects of American civic and economic life and that mandate extends to public entities including Defendant and the documents that Defendant provides to the public (including those documents provided in electronic document format).

54. The Department of Justice guidelines on the application of Title II of the ADA state:

“[T]he Department has taken the position that title II covers Internet Web site access. Public entities that choose to provide services through web-based applications (e.g., renewing library books or driver's licenses) or that communicate with their constituents or provide information through the Internet must ensure that individuals with disabilities have equal access to such services or information, unless doing so would result in an undue financial and administrative burden or a fundamental alteration in the nature of the programs, services, or activities being offered.” 28 C.F.R. Pt. 35 app. A, page 126.

55. Title II of the ADA mandates that no qualified individual with a disability shall, by reason of such disability, be excluded from full and equal participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity, 42 U.S.C. §12132.

56. Defendant Franklin County is a political subdivision of the State of Florida and

a public entity under Title II of the ADA. A public entity includes any instrumentality of a state or local government therefore, Defendant is subject to Title II of the ADA. 42 U.S.C. §12131(1)(b).

57. As a public entity, Defendant must:

a) Provide full and equal enjoyment of its services, programs, and activities in the most integrated setting appropriate to people with disabilities. 42 U.S.C. §12131, *et. seq.*; 28 C.F.R. §35.130(a).

b) Ensure that no individual with a disability is excluded, denied services, segregated, or otherwise treated differently than other individuals unless the public entity can demonstrate that taking those steps to modify policies, practices, or procedures would fundamentally alter the nature of the service, program, or activity; 28 C.F.R. §35.130(b)(7).

c) Ensure that no individual with a disability is excluded, denied services, segregated or otherwise treated differently than other individuals unless the public entity can demonstrate that legitimate safety requirements are necessary for safe operation. Any safety requirements must be based on actual risks and not on mere speculation, stereotypes, or generalizations about individuals with disabilities; 28 C.F.R. §35.130(h).

58. Defendant is a recipient of federal financial assistance. As a condition precedent to receiving such assistance, Defendant must affirm that it is in compliance with federal anti-discrimination laws including the Rehabilitation Act of 1973 and the ADA. Defendant has consistently and repeatedly affirmed such compliance to the federal funding agencies when it knows that it is not complying with those laws based upon the Department of Justice Technical Guidance first issued in 2003 and updated in 2008.

59. Defendant's document creation and storage on www.franklincountyflorida.com is a program, service, or activity within the definition of Title II of the ADA. Defendant makes information available in thousands of pages of documents available through its information Website through which the public can access electronic documents.

60. Defendant failed to provide its electronic documents in a format accessible to visually impaired individuals who require screen reader software to comprehend those electronic documents despite the sufficiently obvious need to do so. Therefore, Plaintiff has been effectively denied access to those electronic documents by Defendant.

61. By denying Plaintiff the opportunity to comprehend and benefit from its electronic documents due to Plaintiff's disability (visual impairment), Defendant has denied Plaintiff the opportunity to participate in or benefit from the services, programs or activities afforded to non-disabled persons and persons who are not visually impaired.

62. Providing electronic documents in a format that can be recognized by screen reader software and therefore making those electronic documents accessible to the visually impaired would not result in any undue burden to Defendant.

63. Providing electronic documents in a format that can be recognized by screen reader software thereby making those electronic documents accessible to the visually impaired would not fundamentally change the nature of Defendant's services, programs, or activities.

64. Defendant is required to provide full and equal enjoyment of its services, programs, and activities in the most integrated setting appropriate to people with disabilities. 42 U.S.C. §12131, *et. seq.*; 28 C.F.R. Part 35.

65. As a result of the virtual barriers within the electronic documents provided by

Defendant, visually impaired individuals are denied the full and equal access to the services, programs, and activities offered by Franklin County and have been denied participation in the government of Franklin County in a manner equal to that afforded to others; in derogation of Title II of the ADA and Section 504.

66. As a public entity, Defendant may not (directly or through contractual or other arrangements) utilize methods of administration that deny individuals with disabilities access to its services, programs, and activities or that perpetuate the discrimination of another public entity; 28 C.F.R. § 35.130(b)(3).

67. As a public entity and pursuant to Title II, Defendant is required to make reasonable modifications in its policies, practices, or procedures when the modifications are necessary to avoid discrimination on the basis of disability, unless the public entity can demonstrate that making the modifications would fundamentally alter the nature of the service, program, or activity; 28 C.F.R. § 35.130(b)(7).

68. Defendant is required to present the electronic documents it provides to the public in an accessible format in a timely manner, and in such a way as to protect the privacy and independence of the individual with a disability.

69. Defendant's failure to make its electronic documents accessible has impeded Plaintiff from fully accessing the programs, services, and activities of Franklin County as offered to residents and visitors so that they can participate in the services and programs of Franklin County and equal access to Franklin County government as afforded to the public by Franklin County. By such failure, Defendant has discriminated against the visually impaired.

70. Defendant is blatantly discriminating by its failure to provide accessible electronic documents for blind and visually impaired citizens. Defendant has violated Title

II of the ADA in numerous ways, including discriminatory action which occurred when the Defendant failed to maintain policies and procedures to ensure compliance with Title II of the ADA by creating barriers for individuals with disabilities who are visually impaired and who require the assistance of interface with screen reader software to comprehend and access Defendant's electronic documents provided within its Website. These violations are ongoing.

71. As a result of Defendant's inadequate creation, development, and administration of Defendant's electronic documents, Plaintiff is entitled to injunctive relief pursuant to 42 U.S.C. §12133 to remedy the discrimination.

COUNT II – VIOLATION OF SECTION 504 OF THE REHABILITATION ACT

72. Plaintiff is legally blind, which substantially limits him in his major life activity of seeing. Therefore, Plaintiff is an otherwise qualified individual with a disability under Section 504 of the Rehabilitation Act.

73. In *Nat'l Ass'n of Deaf v. State*, 318 F.Supp. 3d 1338, 1348 (SD Fla 2018) at *5 (citing *Cash v. Smith*, 231 F.3d 1301, 1305 (11th Cir. 2000) the court found that "[t]he elements of a Title II claim and a section 504 Rehabilitation Act claim are the same," and can be addressed together.

74. As an otherwise qualified individual, Plaintiff is expressly authorized under Section 505 of the Rehabilitation Act which enforces Section 504 of the Rehabilitation Act, 29 U.S.C. §§ 794 & 794(a), incorporating the remedies, rights and procedures set forth in Section 717 of the Civil Rights Act of 1964, including the application of §§ 706(f) - (k), 42 U.S.C. §§ 2000e (5)(f) - (k).

75. On information and belief, Defendant is a recipient of federal financial assistance. The Board of County Commissioners distributes that federal financial assistance

to its agencies and departments through its budgetary and legislative activities. As the distributor of federal financial assistance, all of the operations of Franklin County (including Defendant's online Website) are subject to the Rehabilitation Act as a covered program or activity. 29 U.S.C. §794(b)(1)(B).

76. Congress enacted the Rehabilitation Act in 1973 to enforce the policy of the United States that all programs, projects, and activities receiving federal assistance “. . . be carried out in a manner consistent with the principles of . . . inclusion, integration, and full participation of the individuals [with disabilities].” 29 U.S.C. §701(c)(3).

77. Section 504 of the Rehabilitation Act prohibits recipients of federal funding from discriminating against disabled persons and requires that programs or activities operated by a federally-funded entity be readily accessible to persons with disabilities; see 28 C.F.R. §42.520.

78. For the purposes of Rehabilitation Act claims, the term “program or activity” means all of the operations the entity of the State or local government that distributes such assistance and each such department or agency (and each other State or local government entity) to which the assistance is extended (29 U.S.C. Section 504, §794(b)(1)(B)).

79. Section 504 of the Rehabilitation Act, 29 U.S.C. §794 requires that no otherwise qualified individual with a disability, on the basis of that disability, be excluded from participation in or be denied the benefit of the services, programs, activities, or to otherwise be discriminated against.

80. The Rehabilitation Act defines “program or activity” to mean all of the operations of an entity of state or local government which distributes federal financial assistance. As the Board of County Commissioners is an entity of state or local government that distributes federal financial assistance, all of the operations of Franklin County are

covered under the Rehabilitation Act including Franklin County's creation, storage and providing electronic documents to the public through its Website. For the purposes of this section, the term "program or activity" consists of all of the operations of a distributor of federal financial assistance (29 U.S.C. §794(b)(1)(B)).

81. This denial of access to Franklin County's services, programs and/or activities has subjected Plaintiff to discrimination, excluded Plaintiff from participation (in those services, programs and/or activities), and denied Plaintiff the benefits of Defendant's electronic documents.

82. As of this filing, Defendant's electronic documents within www.franklincountyflorida.com are inaccessible to persons who are blind and/or low sighted and use screen readers to comprehend the internet but are accessible to persons without vision disabilities.

83. Specifically, as related to violations of Section 504, blind and visually impaired individuals need to comprehend and access the electronic documents which Defendant provides to the public. Yet, Defendant's electronic documents are not saved in an accessible format which properly interfaces with screen reader software so that blind and visually impaired individuals are able to comprehend those documents.

84. As a distributor of federal funds and pursuant to Section 504 the Defendant may not deny a qualified handicapped person the opportunity to participate in or benefit from the aid, benefit, or service; 45 CFR §84.4(b)(1)(i).

85. As a distributor of federal funds and pursuant to Section 504 the Defendant may not afford a qualified handicapped person an opportunity to participate in or benefit

from the aid, benefit, or service that is not equal to that afforded others; 45 CFR §84.4(b)(1)(ii).

86. As a distributor of federal funds and pursuant to Section 504 the Defendant may not provide a qualified handicapped person with an aid, benefit, or service that is not as effective as that provided to others; 45 CFR §84.4 (b)(1)(iii).

87. As a distributor of federal funds and pursuant to Section 504 the Defendant may not provide different or separate aid, benefits, or services to handicapped persons or to any class of handicapped persons unless such action is necessary to provide qualified handicapped persons with aid, benefits, or services that are as effective as those provided to others; 45 CFR §84.4 (b)(1)(iv).

88. Plaintiff has been denied the ability to comprehend electronic documents provided by Defendant which would permit Plaintiff to access the programs, services and activities of Franklin County and to participate in the Franklin County government as offered to residents and visitors. As a distributor of federal funds and pursuant to Section 504, Defendant may not otherwise limit a qualified handicapped person in the enjoyment of any right, privilege, advantage, or opportunity enjoyed by others receiving an aid, benefit, or service; 45 CFR §84.4(b)(1)(vii).

89. As a distributor of federal funds and pursuant to Section 504, Defendant may not (directly or through contractual or other arrangements) utilize criteria or methods of administration (i) that have the effect of subjecting qualified handicapped persons to discrimination on the basis of handicap, (ii) that have the purpose or effect of defeating or substantially impairing accomplishment of the objectives of the recipient's program or activity with respect to handicapped persons, or (iii) that perpetuate the discrimination of

another recipient if both recipients are subject to common administrative control or are agencies of the same State; 45 CFR §84.4(b)(4).

90. As a distributor of federal funds and pursuant to Section 504, Defendant is required to evaluate (with the assistance of interested persons including handicapped persons or organizations representing handicapped persons) its current policies and practices and the effects thereof that do not or may not meet the requirements of this part; 45 CFR §84.6(c)(1)(i).

91. As a distributor of federal funds and pursuant to Section 504, Defendant is required to modify, after consultation with interested persons (including handicapped persons or organizations representing handicapped persons), any policies and practices that fail to meet the requirements of this part; 45 CFR §84.6(c)(1)(ii).

92. As a distributor of federal funds and pursuant to Section 504, Defendant is required to take, after consultation with interested persons (including handicapped persons or organizations representing handicapped persons), appropriate remedial steps to eliminate the effects of any discrimination that resulted from adherence to these policies and practices; 45 CFR §84.6(c)(1)(iii).

93. As a distributor of federal funds and pursuant to Section 504, Defendant is required to designate at least one person to coordinate its efforts to adopt grievance procedures that incorporate appropriate due process standards and that provide for the prompt and equitable resolution of complaints alleging any action prohibited by this part; 45 CFR §84.7(a) & (b).

94. Defendant has discriminated against Plaintiff (and other individuals with visual impairments) in the unequal provision of the electronic documents on www.franklincountyflorida.com which Defendant provides to the public. As a result,

Plaintiff has experienced exclusion, segregation, mental anguish, and humiliation in violation of his civil rights.

95. Defendant's policies, practices and procedures, particularly the actions and omissions described above have violated Plaintiff's rights under Section 504 by discriminating on the basis of a disability.

96. As a public entity, Defendant knows or should know of the 2003 guidelines provided by the Department of Justice related to providing information to the public in accessible format.

97. Defendant has failed to act on the likelihood of harm each time it has augmented or uploaded new documents on www.franklincountyflorida.com without addressing the accessibility of those electronic documents for blind and visually impaired individuals. Thus, Defendant has demonstrated deliberate indifference to Plaintiff's federally protected rights in failing to provide equal access to its services, programs and/or activities for blind and visually impaired individuals.

98. Deliberate indifference plainly requires more than gross negligence *Loeffler v Staten Island Univ. Hosp.*, 582 F.3d 268, 275 (2nd Cir. 2009) . Deliberate indifference is a deliberate choice *Bozeman v Orum*, 422 F.3d 1265, 1271 (11th Cir. 2005).

99. Defendant clearly has made a choice on a daily basis in failing to provide effective communication (vis-a-vie its electronic documents on www.franklincountyflorida.com). Defendant's deliberate choice has demonstrated deliberate indifference (standard) thus showing intentional discrimination.

100. By Defendant's failure to make electronic documents on www.franklincountyflorida.com accessible or to otherwise respond to Plaintiff's request for accommodation in a meaningful manner (as request was sent via U.S. mail to Defendant on

October 23, 2018) Defendant's actions further reflect Defendant's deliberate indifference to the rights of the Plaintiff based on Plaintiff's disability.

101. While in this instance Plaintiff requested accommodation from Defendant, no request for an accommodation is necessary to plead a claim for failure to accommodate where the need for such an accommodation is obvious. See *Wilson v. Broward Cty.*, No. 04-61068, 2006 WL 8431515, at *3 (S.D. Fla. Jan. 13, 2006)(denying a motion to dismiss in a Title II case where plaintiff claimed that his need for accommodation was obvious).

102. The ongoing and continuous act of failing to provide effective communication (related to the operation and maintenance of www.franklincountyflorida.com) goes beyond gross negligence. Thus, Defendant is in violation of Section 504 of the Rehabilitation Act. See: *Liese v. Indian River County Hosp. Dist.*, 701 F.3d 334, (11th Cir. 2012).

103. The standard for deliberate indifference as set forth in *Liese v Indian River County Hospital District*, No. 10-15968 (11th Cir. Nov 13, 2012); See: “[D]eliberate indifference defined in the context as occurring when “the defendant knew that harm to a federally protected right was substantially likely and failed to act on that likelihood,” the *Liese* court, quoting from *T.W. ex.rel. Wilson v. Sch. Bd of Seminole Cnty., Fla.*, 610 F.3d at 604 (11th Cir.2010); accord *Loeffler v. Staten Island Univ. Hosp.*, 582 F.3d 268, 275 (2d Cir.2009); *Barber ex rel. Barber v. Colo. Dep't of Revenue*, 562 F.3d 1222, 1228–29 (10th Cir.2009); *Duvall v. Cnty. Of Kitsap*, 260 F.3d 1124, 1139 (9th Cir.2001); see Fig. 1

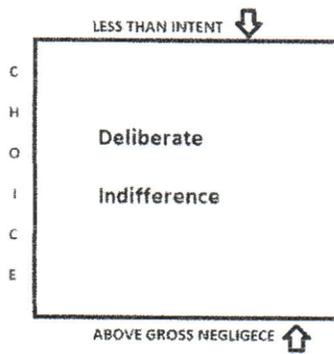


Fig. 1

104. Plaintiff has met the standard for deliberate indifference established in *McCullum v Orlando Reg'l Healthcare Sys., Inc.*, 768 F.3d 1135, 1147 (11th Cir 2014): “a plaintiff must show that the defendant ‘knew that harm to a federally protected right was substantially likely’ and ‘failed to act on that likelihood.’” (emphasis omitted) (quoting *Liese*, 701 F.3d at 344), which standard was instrumental in the 11th Circuit Court of Appeals decision in favor of the deaf defendant Harold Crane to find that Palmetto General Hospital had intentionally discriminated against the plaintiff, reversing summary judgment on plaintiff’s claim of ineffective communication during involuntary commitment proceeding under deliberate indifference standard (*Crane v. Lifemark Hosps., Inc.*, 898 F.3d 1130, 1135-36 (11th Cir. 2018)).

105. As a result of Defendant's actions, Plaintiff has been damaged and has suffered injuries and shame, humiliation, isolation, segregation, experienced emotional suffering, pain and anguish and has been segregated and prohibited from enjoying the programs, services and activities offered by Franklin County to residents and visitors (through the knowledge gained from its electronic service documents and through participating in the government of Franklin County).

106. An award of monetary damages under Section 504 requires showing of intentional discrimination/deliberate indifference. *Duvall v. County of Kitsap*, 260 F.3d

1124, 1138 (9th Cir. 2001). “Deliberate indifference requires both knowledge that a harm to a federally protected right is substantially likely [knowledge that an accommodation is required], and a failure to act upon that likelihood.” *Id.* at 1139; *Lovell v. Chandler*, 303 F.3d 1039, 1056 (9th Cir. 2002).

107. Plaintiff is entitled to damages pursuant to Section 504 because of Defendant’s deliberate indifference to the inaccessibility of the electronic documents it provides to the public, despite Plaintiff’s request for accommodation.

108. Plaintiff has been obligated to retain the undersigned counsel for the filing and prosecution of this action. Plaintiff is entitled to have reasonable attorneys’ fees, costs and expenses paid by Defendant Franklin County.

109. For all of the foregoing, Plaintiff has no adequate remedy at law

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Juan Carlos Gil hereby demands judgment against Defendant Franklin County, Florida including a declaratory judgment, pursuant to Rule 57 of the FRCP stating that the Defendant’s practices, policies, and procedures have subjected Plaintiff to discrimination in violation of Title II of the ADA and Section 504 of the Rehabilitation Act to permanently enjoin Defendant Franklin County, Florida from any practice, policy and/or procedure which will deny Plaintiff equal access to the services, programs and activities offered by Defendant Franklin County, Florida to residents and visitors and in participating in the government of Franklin County, as well as:

- a) Issue a declaratory judgment that Defendant has violated the Plaintiff’s rights as guaranteed by Title II of the ADA and Section 504 of the Rehabilitation Act;

- b) The Court enter an Order requiring Defendant to update all electronic documents made available to the public to remove barriers in order that individuals with visual disabilities can access the electronic documents to the full extent required by Title II of the ADA and Section 504 of the Rehabilitation Act;
- c) Enter an Order pursuant to 42 U.S.C. §12188(a)(2) for permanent injunction which directs Defendant to take all steps necessary to bring the electronic documents which it provides on its electronic media into full compliance with the requirements set forth in the ADA, and its implementing regulations, so that all electronic documents are fully accessible to, and independently usable by, blind and low sighted individuals, and which further directs that the Court shall retain jurisdiction for a period to be determined to ensure that Defendant has adopted and is following an institutional policy that will in fact cause Defendant to remain fully in compliance with the law;
- d) Order Defendant to retain a qualified consultant acceptable to Plaintiff (“Mutually Agreed Upon Consultant”) who shall assist it in improving the accessibility of its electronic documents, so they are accessible to individuals with visual disabilities who require those electronic documents to be in accessible format or provided in HTML format;
- e) Order Defendant to engage a (mutually agreed upon) Consultant to perform an automated accessibility audit on a periodic basis to evaluate whether Defendant’s electronic documents to be accessible to individuals with visual disabilities who require those documents to be in accessible format or provided in HTML format;

- f) Award damages in an amount to be determined at trial;
- g) Award Plaintiffs' reasonable litigation expenses and attorneys' fees; and
- h) Award such other and further relief as it deems necessary, just and proper.

Dated this 20th day of March 2019.

Respectfully submitted,

s/ Scott R. Dinin

Scott R. Dinin, Esq. FBN: 97780

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s/ Juan Courtney Cunningham

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Miami, Florida 33156

Telephone: (305) 351-2014

Email: cc@cunninghampllc.com

Counsel for Plaintiff

EXHIBIT 'A'

JUAN CARLOS GIL

2656 SW 28th Avenue
Miami, FL 33133

October 23, 2018

Via US Mail

Franklin County
33 Market Street, Suite 305
Apalachicola, Florida 32320

Attn: Michael Moron, County Coordinator

REQUEST FOR ACCOMMODATION

Dear Michael Moron:

I was on the site www.franklincountyflorida.com today, trying to learn about the governmental functioning of Franklin County through the documents you provide within your site.

I am legally blind, so I depend on a screen reader to help me understand electronic documents. My screen reader would not work with your electronic documents. I was specifically interested in documents related to the budget of Franklin County (electronic documents) for 2018, 2017, 2016 and 2015 and all County Commission agendas and back up material for year 2018, 2017 and 2016. Would you please make these documents accessible in your site so that they will work with screen readers?

Your site has many other electronic documents other than the specific ones which I have asked for above. In addition to the specific documents listed here, can you also make the other electronic documents within your site accessible so that they will work with screen readers so I don't have to take the steps to ask for each document in a mail request?

Please send me a reply via mail as soon as possible.

Thank you,


Juan Carlos Gil



CONSTRUCTION RENOVATION AGREEMENT

THIS AGREEMENT is made and executed this 13th of June 2019 by and between:

The "Owner": Franklin County Board of Commissioners
33 Market Street, Suite 203
Apalachicola, FL 32320
Note: State of Florida is fee simple owner.
Franklin County is a lessee.

And

The "Contractor": OliverSperry Renovation & Construction, Inc.
401 Office Plaza Drive
Tallahassee, FL 32301

For good and valuable consideration, the sufficiency of which is duly acknowledged, the Parties do hereby agree as follows:

1. The Project. The Project shall consist of the work as described in Exhibit A (hereinafter the "Work") to be performed by Contactor at **261 Dr. Frederick S. Humphries Street, Apalachicola, FL.**

2. The Contract Documents. The Contract Documents consist of: the Plans and Specifications; this Agreement; all Exhibits described herein; any list of specified Allowances; signed Proposals and any signed addendums or amendments thereto; other documents listed or referenced in this Agreement; and, such Contract Modifications as may be entered into after the execution of this Agreement. These documents form the Contract, and are as fully a part of the Contract as if attached to this Agreement (hereinafter collectively the "Contract Documents"). In the event of any conflict between any of the Contract Documents, such conflict shall be resolved in descending order (each document shall control over the ones following it) as follows: Change Orders and contract modifications; Amendments to this Agreement; This Agreement; Addenda, Schedules, or Exhibits listed in this Agreement; Allowances; Amendments to Specifications; Specifications; Amendments to Plans; Plans; Amendments to Proposals; and Proposals.

3. The Work. The construction and services required by the Contract Documents, including all labor, materials, equipment and services to be provided by the Contractor to fulfill

the Contractor's obligations under the Contract Documents shall constitute the "Work." The Contractor shall perform and complete the entire Work described in the Contract Documents, but shall have no responsibility or liability for any matter outside the scope of the Work. The scope of the Work is specifically defined in **Exhibit A** attached hereto. The Contractor shall provide all labor, materials, equipment, and services necessary to complete the Work.

4. The Contract Sum. Owner agrees to pay Contractor for the Contractor's performance of the Work required by the Contract Documents, subject to additions and deductions as may be provided during the course of the Project and in accordance with the Contract Documents the following: **Fixed Contract Sum of: \$160,657.00 (One Hundred and Sixty Thousand Six Hundred and Fifty Seven Dollars and 00/100)(the "Contract Sum"). Contractor shall not exceed the Fixed Contract Sum of \$160,657.00 without the prior written approval of the Franklin County Board of County Commissioners**

Payments.

5.1 Schedule of Values. Attached as **Exhibit B** is a Schedule of Values which apportions the Contract Sum between the various divisions or phases of the Work and which shall be used as the basis for progress payments that shall be due during the course of the Work.

5.2 Progress Payments. The Contractor shall submit to the Owner a monthly Application for Payment, substantially similar to the form attached as **Exhibit C**, not later than the 25th day of each month, along with partial lien waivers from Contractor and all subcontractors, suppliers and providers of equipment. Each application will show the percentage of work complete on the Schedule of Values, as well as any written Contract Modifications approved by the Franklin County Board of County Commissioners resulting in an increase or decrease in the Contract Sum. Amounts to be paid Contractor will be based on the dollar value of that portion of the Work completed through the effective date of the Application giving proper credit for progress payments previously made. By not later than the 5th day of the following month, the Owner shall pay Contractor based on Contractor's Application for Payment. In the event of any dispute as to the amount due for an Application for Payment, Owner shall timely pay Contractor all undisputed funds as provided herein. Any disputed funds shall be addressed as provided in Section 19.

5.2.1 Stored Materials. Applications for Payment may include materials and equipment not incorporated in the Work but delivered to and suitably stored on the jobsite. Approval of payment for stored material will be conditioned on the Contractor's submission of invoices to establish proper valuation of such stored equipment and materials, and to establish ownership of same. Contractor shall bear the risk of loss as to all such stored material, until such material is either properly stored and secured on site in a manner commonly accepted in the construction industry, or incorporated into the Work, whichever occurs first.

5.3 Right to Stop Work for Non-Payment. If the Contractor is not paid such amounts as it may be justifiably due by the time that payment is due under this Agreement, then

Contractor, may provide seven (7) days written notice to Owner, as set forth in Section 18.1.1. In the event payment is not made within such seven (7) day period, Contractor may stop the Work until payment is received.

5.3.1 Interest. Interest on payments due but unpaid shall be governed by the Florida Prompt Payment Act of Chapter 255, Florida Statutes.

5.4 Final Payment. The unpaid balance of the Contract Sum, as adjusted by any Contract Modifications, will be due upon Substantial Completion of the Project, as adjusted to reflect credits due for payments previously made by Owner, and less the value of any incomplete items listed on the Contractor's Punch list and the Owner's Punch list as described in paragraphs 11.1.1 and 11.1.2, below. After Contractor has resolved the Punch list items and demobilized, it shall present to the Owner a Final Invoice which shall include a summary of all remaining amounts due to Contractor adjusted as necessary to reflect credit due for the payments previously made by Owner. In exchange for receiving Final Payment, Contractor shall provide a Contractor's Affidavit and appropriate Lien Waivers under the applicable Lien Statute, and any other closeout documentation as may reasonably be required by the Owner. The acceptance of Final Payment by the Contractor shall act as a waiver of all claims except for any claims previously made and pending at the time of Final Payment.

6. Owner's Payment Obligation. This Agreement is entered into by the Contractor with the understanding that the Owner has sufficient financial resources to provide prompt payment for all sums to be due the Contractor. The Owner shall be solely responsible for all payments due the Contractor under this Agreement. The Owner shall be solely responsible for payment of all fees, charges, interest or other costs of any financing utilized by Owner to fund this Project, including inspection fees charged by any lender. The nonperformance or breach by any Lender shall not affect the obligations of Owner to Contractor under this Agreement. If at any time the anticipated unpaid balance to become due to Contractor under this Agreement is greater than the sum of the remaining proceeds in any construction loan, the Owner shall make immediate arrangements to either increase the amount of the financing or shall provide a security deposit to Contractor. If after seven (7) days from receipt of written notice from the Contractor that there are insufficient funds available to complete the Project, Owner has not made such arrangements, Contractor shall have the right to suspend all operations and demobilize its workforce until the deficiency in the available funding is corrected.

7. Contractor Duties. Contractor is responsible for coordination of the Work and the supervision of its workforce. Contractor shall be responsible for the means, methods, techniques, sequences and procedures utilized in the performance of the Work. The Contractor shall confine its operations to the site on which the Work is to be performed. The Contractor shall provide a competent level of supervision on the Project at all times that Work is being performed. Contractor shall endeavor to enforce proper safety procedures at all times by all employees and subcontractors working on the site.

8. Independent Contractor. The Contractor shall be, and is for all purposes under this Agreement an independent contractor and not the employee or agent of the Owner.

9. Materials and Workmanship. Every part of the Work shall be executed in accordance with the Contract Documents and any Contract Modifications. All work shall be done in a workmanlike manner. All materials shall be furnished in sufficient quantities to facilitate the progress of the Work and shall be new unless it is otherwise stated in the Contract Documents.

10. Progress and Scheduling.

10.1 Time and Manner of Performance by Contractor. Contractor shall commence Work within fourteen (14) days of receipt of a Notice to Proceed from the Owner or the issuance of the required permits by the appropriate authorities, whichever shall last occur (the "Commencement Date").

10.2 Progress and Completion. Contractor agrees to proceed with the Work diligently and be Substantially Complete within **thirty-five (35) calendar days (the "Contract Time) of the Commencement Date.** Adjustment may be required from time to time due to delays or extensions of time (Authorized Delays), as provided below. Final Completion of the Work, including the resolution of all remaining Punch list items, shall be achieved, subject to Authorized Delays; within ten (10) additional days of the last to occur of: delivery of the Notice of Substantial Completion and Contractor's Punch List to Owner as provided in Section 11.1.1, below; or the delivery of the Owner's Punch List, as provided in Section 11.1.2 below; provided, however, that the time to achieve Final Completion of the Work shall be extended for each day necessary to resolve any disputes as to Substantial Completion arising from the delivery of written notice from Owner as provided in Section 11.1.1, below.

10.3 Delays and Extensions of Time (Authorized Delays). The Contractor's time for performance shall be equitably extended by Contract Modification, if the Contractor is delayed at any time during the Work as a result of unusual weather, Force Majeure, or other reasons beyond the control and without the fault or negligence of Contractor, including without limitation delays by the Owner in promptly reviewing, responding to and executing Contract Modifications or Contract Allowances. ("Authorized Delays"). Force Majeure is defined as an act of God, fire, flood, explosion, war, insurrection, riot, mob violence, sabotage, inability to procure (including shortages from the supplier of) labor, materials, supplies or equipment, strikes, lockouts, action of labor unions, condemnation, laws, moratoria, terrorist acts, inability to obtain permits and other governmental approvals, orders of governmental authorities and title problems or defects. To the extent that delays are encountered for any reason, the Parties agree to undertake reasonable steps to mitigate the effects of such delays. Contractor is not precluded from seeking additional compensation under this Contract for delays experienced to the Work unless the delays are caused for reasons within Contractor's control. All claims for delay shall be submitted to Owner within seven (7) days of the occurrence of the event, along with documentation (to the extent available) supporting the claim, or the claim shall be waived. For purposes of this Agreement, "unusual weather" shall be limited to tornadoes or hurricanes striking the immediate

area, or rain in excess of the five (5) year average for the applicable time period for the performance of the Work.

10.4 Liquidated Damages. If Contractor fails to reach Substantial Completion within the time set forth in this Contract as may be extended as a result of excusable delays, Contractor shall be liable to Owner, as liquidated damages and not as a penalty, the amount of One Hundred Fifty Dollars (\$150.00) per day. Said liquidated damages are intended to cover all direct, indirect and consequential damages likely to be incurred by Owner as a result of unexcused delays in the performance and completion of the Work. In consideration of Contractor agreeing to this liquidated damage provision, Owner hereby waives all claims for any and all special, consequential or exemplary damages, including without limitation claims for loss profits, rents paid or owed and interest payments.

11. Completion and Acceptance.

11.1 Substantial Completion. For purposes of this Agreement "Substantial Completion" is the stage in the progress of the Work when the Work, or a designated portion thereof, is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended purpose. In the event a Certificate of Occupancy is required for the Work, then notwithstanding the foregoing, the Date of Substantial Completion shall be determined by the date of the issuance of a Certificate of Occupancy, either temporary or final.

11.1.1 Preliminary Inspection. When the Contractor considers the Work (or a portion thereof which the Owner agrees to accept separately), to be substantially complete, the Contractor shall give written notice of Substantial Completion to the Owner and prepare and submit to the Owner a comprehensive Contractor's Punch list of all work items remaining to be completed or corrected. The Contractor shall proceed promptly to complete and correct the items on the Contractor's Punch list. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Upon receipt of the written notice of Substantial Completion and the Contractor's Punch list, the Owner shall, within five (5) business days, make an inspection to verify whether the Work or designated portion thereof is substantially complete. If the Owner believes that the Work or designated portion thereof is not substantially complete, it shall deliver written notice to Contractor within such five (5) day period stating the specific reasons why the Owner believes the Work is not substantially complete. Any dispute as to Substantial Completion shall be resolved as provided in section 12.3, below. Owner's failure to timely deliver written notice as provided herein shall be deemed a waiver of any objection to Contractor's determination of Substantial Completion.

11.1.2. Upon Substantial Completion of the Work, the Owner shall also prepare and deliver to the Contractor within such five (5) day period, an Owner's Punch list. If the Owner's inspection discloses any item that is not in accordance with the requirements of the Contract Documents, the Owner shall include such item on the Owner's Punch list unless the item is

already on the Contractor's Punch list. Failure of the Owner to timely deliver the Owner's Punch List within such five (5) day period shall be deemed a waiver of any objection to the Contractor's Punch List as being conclusive of the remaining Work to be completed. The Contractor's Punch list and the Owner's Punch list (if provided) will constitute the entire list of incomplete items to be resolved prior to Final Completion of the Work and final payment to the Contractor.

11.1.3 Occupancy. Owner shall have the right to move fixtures, equipment and furniture onto the Work after the date of Substantial Completion has been established, but only to the extent that such action does not interfere with Contractor's employees, subcontractors or suppliers during the time that the Punch lists are being completed.

11.3. Final Inspection and Final Payment. Upon resolution of the items listed on the Contractor's Punch list and Owner's Punch list, and upon proper application by the Contractor, Owner shall promptly pay Contractor the entire remaining balance of the Contract sum due including retainage under this Agreement.

12. Changes to the Work. Changes to the Work may be made by the Parties, without invalidating the Contract, by written Contract Modification signed in advance of any change work commencing (written change order). Changes may be made to add, delete or otherwise change the Work set forth in the Contract Documents.

12.1. Contract Modifications. All Changes shall be made by Contract Modification. Any contract modifications will have a minimum cost of \$250 for processing not including any cost on site. Any site cost will include contractor's overhead and profit of 15% plus any applicable general conditions. Additional supervision will be billed at a rate of \$55 per hour and project management at a rate of \$65 per hour. A Modification is a written instrument signed by both the Owner and Contractor stating their agreement upon all of the following:

- 1) The nature and scope of the change;
- 2) The amount of the adjustment to the Contract Sum, if any; and
- 3) The extent of the adjustment to the Contract Time, if any.

12.2 No Changed Work without Written Modification. No changed Work shall be performed by Contractor until it is in receipt of a proper Contract Modification signed by both Parties. Work covered by Contract Modifications shall be performed under the applicable provisions of the Contract Documents. Payments are due Contractor for Work performed pursuant to a Contract Modification as the Project progresses and shall be invoiced by Contractor on the monthly Applications for Payment.

12.3 Claims for Extra or Additional Work. Contractor represents that the Project site has been physically inspected and all Contract Documents have been reviewed. Contractor represents to Owner that reasonable care has been taken to examine potential problems. If the Contractor encounters any unforeseen problem with the Work which Contractor could not have been reasonably expected to discover during its inspection of the site and contract documents

that does not fall within Contractor's responsibility under the Contract Documents, and if the problem will likely cause an increase in the costs of performance, or cause a delay in the performance time of the Work, Contractor shall promptly give written notice to Owner regarding the problem. The Parties shall promptly meet in an effort to reach an agreement on how to proceed in light of the problem. The Parties will also seek to resolve the matter as to which party should be responsible for any added costs that the Contractor may experience in the performance of the Work as a result of the problem. To the extent that the Parties cannot reach agreement, the Contractor has the option of either (1) stopping work and sending the issue immediately to an expedited mediation; or, (2) proceeding with the work without waiving any claims, on the basis that the parties will pursue the issue in a later mediation. Any added costs which Contractor should have been reasonably expected to discover during its inspection of the site and its review of contract documents shall be absorbed by the Contractor and not result in added costs to the Owner.

13. Differing Site Conditions. Notwithstanding paragraph 12.3, above, if conditions are encountered at the site which are (1) subsurface or otherwise latent physical conditions which differ materially from those indicated in the Contract Documents and which could not have reasonably been discovered by the Contractor during the onsite inspection described herein, or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in the construction activities of the character provided for in the Contract Documents (collectively "Differing Site Conditions"), then notice by Contractor shall be given to Owner promptly and before the conditions are disturbed, but in no event more than five (5) business days after the discovery of the Differing Site Conditions. The Owner will promptly begin to investigate such conditions and, if the conditions could not have been reasonably discovered by Contractor during its onsite inspection described here and such conditions differ materially and cause an increase in the Contractor's cost of or time for performance of the Work, the Owner will arrange to grant an equitable adjustment to the Contract Sum, Scope of Work, Time for Performance or all of these factor. An equitable adjustment shall be issued through a Contract Modification. If the parties cannot agree on whether a Differing Site Condition exists or the extent of the equitable adjustment that would be due the Contractor, then the parties shall proceed with mediation or either party may elect to terminate this contract for convenience and without liability, provided that Contractor shall be paid a reasonable sum for work completed and accepted prior to such termination and in the event of conflict with section 18.2, this section prevails.

14. Soil Tests. In the event the results of any soils or geotechnical tests taken subsequent to the execution of this Agreement requires any changes or modifications to the design, the cost of such changes or modifications shall be added to the Contract Sum and shall be payable in the same manner as if originally included in the Contract Sum or either party may elect to terminate this contract for convenience and without liability, provided that Contractor shall be paid a reasonable sum for work completed and accepted prior to such termination and in the event of conflict with section 18.2, this section prevails.

15. Hazardous Material. Hazardous Material is any substance or material identified

either now or in the future as hazardous under any federal, state or local law or regulation. The Contractor shall not be obligated to commence or continue the Work until any known or suspected Hazardous Material discovered at the Project site has been removed, rendered or determined to be harmless as certified by a qualified independent testing laboratory hired by the Owner. If after the Commencement Date, any known or suspected Hazardous Material is discovered at the Project site; the Contractor shall be entitled to stop Work and shall report the condition to the Owner immediately. The Owner shall be responsible to investigate the condition and hire a qualified independent testing laboratory to perform whatever tests are appropriate to determine the nature of the material encountered and whether it is Hazardous Material requiring corrective measures or remedial action. Any such measures shall be the sole responsibility of the Owner. The Contractor shall resume Work in the affected area only after written agreement of the Parties and after the Hazardous Material encountered has been removed or rendered harmless by the Owner. Contractor shall be entitled to an equitable adjustment to this Agreement in the event that it incurs additional costs or is delayed in the performance of the Work as a result of encountering any suspected Hazardous Material. Contractor shall not bring or place any Hazardous Material onto the site and shall indemnify and hold Owner harmless from any and all claims of death, damage or injury of any kind, including without limitation, fines, claims of third parties, property damage and personal injury, arising from the presence or use of such Hazardous Materials by Contractor. Alternatively, either party may elect to terminate this contract for convenience and without liability, provided that Contractor shall be paid a reasonable sum for work completed and accepted prior to such termination and in the event of conflict with section 18.2, this section prevails.

16. Warranties by Contractor. The Contractor makes no express or implied warranties to the Owner except as follows:

16.1 That materials and equipment furnished under this Agreement will be of good and merchantable quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects or errors not inherent in the quality required or permitted in the Contract Documents and the community in which the Project is located, and that the Work will conform with the requirements of the Contract Documents.

16.2 Contractor warrants the labor and materials used in performing the Work for a period of one (1) year from the date of Substantial Completion.

16.3 The Contractor's warranties provided herein do not cover work done by the Owner or on behalf of the Owner by third parties, nor to damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear.

17. Insurance.

17.1 Contractor shall carry workmen's compensation and employer's liability Insurance in amounts to comply with the laws and regulations of the State in which the Work

shall be done.

17.2 Contractor shall carry and pay for comprehensive general liability and automobile liability insurance in the amounts specified in **Exhibit D** attached to and incorporated into this Contract.

17.3 The Certificates of Insurance evidencing that Contractor has obtained the insurance required in this Contract are affixed as **Exhibit D**

17.4 Prior to Substantial Completion, the Contractor shall be solely responsible for all risk of physical loss or damage to the entire Project, arising out of its Work. Before the start of Work, the Contractor shall obtain and maintain property insurance upon the Work for the full cost of replacement at the time of loss. This insurance shall be written as a Builder's Risk, "all risk" or equivalent form to cover all risks of physical loss except those specifically excluded by the policy, and shall insure at least against the perils of fire, lightning, explosion, wind storm, hail, smoke, riot and civil commotion, theft, vandalism, flood, earthquake, hurricane, water damage, wind, and collapse, however caused. The Contractor shall be solely responsible for any deductible amounts or any co-insurance penalties. This insurance shall remain in effect until Substantial Completion. Upon written request of the Owner, the Contractor shall provide a copy of the property policy or policies obtained in compliance with this section. Contractor shall not exclude any risk from the Builders Risk policy without the prior written approval of the Owner or the Owner's authorized representative.

17.5 The Owner and Contractor hereby waive all rights, including without limitation any rights of subrogation, against each other and any of their subcontractors, sub-subcontractors, agents and employees, each to the other, for damages arising out of the Work to the extent covered by insurance obtained pursuant to this Agreement or other property insurance applicable to the Work, except such rights as they have to proceeds of any such insurance held by the Owner as fiduciary.

18. Default and Termination.

18.1 Termination by the Contractor. This Agreement may be terminated by the Contractor for any of the following reasons:

- 1). if the Work has been stopped or suspended for a 30-day period for reasons beyond Contractor's control; or
- 2). in the event that the Owner materially breaches this Agreement.

18.1.1. Contractor shall give the Owner at least seven (7) days advance written notice of Contractor's intent to terminate this Agreement, describing Owner's default that entitles Contractor to terminate this Agreement, and affording the Owner, within said seven (7) day period, an opportunity to cure said default. If such default is cured or if Owner is proceeding to diligently cure said default (except for a default for non-payment which must be cured within the

foregoing seven (7) day period), within the time specified, each party agrees that this Contract shall remain in full force and effect and neither party may assert any claims as the result of such default. If Owner fails to cure the default or fails to diligently take steps to cure the default, then, after said seven (7) day period, Contractor may terminate this Contract for Default. Upon termination of this Agreement by the Contractor under this paragraph, the Contractor shall be entitled to recover from the Owner payment for all Work performed, a reasonable amount for lost profits, as well as all costs of demobilization

18.2 Default and Termination of the Contractor. Except as otherwise provided herein, Contractor shall be in default under this Agreement if it abandons the Work, fails to provide an adequate workforce in order to properly carry on the Work, fails to timely pay for its labor and materials, or fails or refuses to carry out its obligations under this Agreement (unless such abandonment or failure is based upon a prior default by Owner that Owner has failed to cure after notice thereof). In the event of a Contractor default, the Owner shall give the Contractor written notice specifying the particular allegations of default. Contractor shall have seven (7) days from receipt of the notice in which to begin curing any default set forth in the notice, and thereafter shall diligently pursue resolution or cure of the default within a reasonable time in light of the nature of the default. If such default is cured or Contractor is proceeding to diligently cure said default within the time specified, each party agrees that this Contract shall remain in full force and effect and neither party may assert any claims as the result of such default. If Contractor fails to cure the default or fails to diligently take steps to cure the default, then, after said seven (7) day period, Owner may terminate this Contract for Default. In the event of such termination, Owner shall expeditiously seek to complete the Work by any reasonable means. Contractor shall not be entitled to additional payments until the Work is complete and an accounting is made by all Parties to determine to what extent Contractor is entitled to be paid for the services rendered prior to the termination. Notwithstanding anything herein to the contrary, Owner shall have the right to require lien waivers from all persons providing labor, materials, supplies or equipment for the Work.

20. Written Notices. All notices which are required or permitted hereunder must be in writing and shall be deemed to have been given, delivered or made, as the case may be (i) when delivered by personal delivery or (ii) three (3) business days after having been deposited in the United States Mail, certified or registered, return receipt requested, sufficient postage affixed and prepaid, (iii) subject to verification of receipt by the courier service's record of delivery, one (1) business day after having been deposited with an expedited overnight courier service (such as, by way of example, but not limitation, U.S. Express Mail, Federal Express or UPS), or (iv) when successfully transmitted electronically by email or facsimile transmission, during normal business hours on a business day, addressed to the party to whom notice is intended to be given at the address set forth below:

If to Owner:

Franklin County Board of Commissioners
33 Market Street, Suite 203

If to Contractor:

OliverSperry Renovation & Construction, Inc.
401 Office Plaza Drive

or at such other place as the parties may from time to time designate by written notice to each other.

21. Tests and Inspections. The Contractor shall schedule all required tests, approvals and inspections, as required by any governmental authority, of the Work or portions thereof at appropriate times so as not to delay the progress of the Work. The Contractor shall give proper notice of any tests or inspections to the Owner upon the request of the Owner. The Owner may observe all tests and inspections. Certificates of testing approval or inspections shall be secured by the Contractor and delivered to the Owner. The costs for such testing shall be paid for by the Contractor.

21.1. If the Owner, lender or appropriate authorities determine that testing, inspections or approvals, in addition to what is required by the Contract Documents, will be necessary, the Contractor shall arrange for the procedures and give timely notice to the Owner who may observe the procedures. Cost of all additional tests, inspections or approvals are at the Owner's expense.

22. Cleaning Up. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. Upon completion of the Work the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

23. Licenses, Permits and Notices. The Contractor shall secure and pay for the building permit and direct fees, licenses and inspections necessary for proper execution and completion of the Work. The Contractor shall not be liable for any governmental, concurrency, impact or similar fees incurred as a result of the Owner's use or proposed use of the property. The Owner shall be responsible for all easements, licenses and permissions necessary to afford Contractor lawful access to the Project. The Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on performance of the Work and give all notices required thereafter.

24. Taxes. Except as otherwise provided herein, Contractor shall pay all applicable taxes for the labor, materials and equipment necessary to complete the Work, legally enacted at the time the Contract is signed.

25. Title to Property, Survey, Placement of Structure. Owner warrants and represents to Contractor that Owner is a Lessee of the subject real property and that the State of Florida has fee simple title to the Project property and that the Project site is properly zoned for the Work. Owner further warrants that Owner has legal right of access to the subject property and all rights of title, including easements necessary for the construction, use and occupancy of the Project. Any loss or damage suffered by Contractor, Owner or any third party as the result

of a defect in title shall be borne solely by Owner.

26. Construction Lien Information. Prior to the Commencement Date, the Owner shall execute and post on the Project a Notice of Commencement and provide the Contractor with all information necessary to give proper notices to enforce any Construction Lien rights that Contractor, or any of its Subcontractors and suppliers, may have. The information provided by Owner will include the Owner's interest in the real property on which the Project is located and the identity of any other parties having a legal or financial interest in the real property or the Project.

27. Assignment. Neither party may assign this Agreement to any third party without the other party's prior written consent, except that Owner may collaterally assign its rights herein to any Lender providing financing for the Project.

28. Entire Agreement. This Agreement and the Contract Documents represent the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may not be modified or changed except through a written Contract Modification signed by both parties.

29. Authorization. Owner and Contractor represent and warrant that the execution and delivery of this Agreement by each party has been duly authorized. Evidence of such authorization shall be delivered to the other party at the execution of this Agreement. This Agreement constitutes a legal, valid and binding obligation of the parties, enforceable in accordance with its terms.

30. Successors and Assigns. The Owner and Contractor respectively bind themselves, their partners, successors, lawful assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents.

31. Jurisdiction and Venue. This Agreement shall be construed in accordance with the laws of the State of Florida. Exclusive Personal jurisdiction and venue for any legal or mediation proceedings shall be in Franklin County, Florida and not any other location.

32. Mediation. The parties are required to mediate any disputes under this Agreement prior to filing a lawsuit. The parties agree to mediate the subject dispute within twenty (20) business days following written notification by either party to the other of the dispute or as soon thereafter as such mediation can be scheduled with a mutually agreeable mediator. The parties shall choose a mediator to mediate the dispute within five (5) business days following the written notification by either party to the other of the dispute. The parties shall each be responsible for their own costs and attorney's fees associated with mediation and shall share equally the expense of the mediator.

33. Notice of Claim. CHAPTER 558 NOTICE OF CLAIM

CHAPTER 558, FLORIDA STATUTES, CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY BRING ANY LEGAL ACTION FOR AN ALLEGED CONSTRUCTION DEFECT. SIXTY DAYS BEFORE YOU BRING ANY LEGAL ACTION, YOU MUST DELIVER TO THE OTHER PARTY TO THIS CONTRACT A WRITTEN NOTICE, REFERRING TO CHAPTER 558, OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE SUCH PERSON THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND TO CONSIDER MAKING AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER; WHICH MAY BE MADE. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THIS FLORIDA LAW, WHICH MUST BE MET AND FOLLOWED TO PROTECT YOUR INTERESTS.

34. Sovereign Immunity. Execution of this contract by Franklin County is made subject to the limited waiver of sovereign immunity at section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written in two (2) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original Agreement. Electronic and facsimile signatures shall be deemed originals.

OWNER:

Franklin County Board of Commissioners
33 Market Street, Suite 203
Apalachicola, FL 32320

By:

Print Name: _____

Its:

Chairman

CONTRACTOR:

OliverSperry Renovation & Construction, Inc.
401 Office Plaza Drive
Tallahassee, FL 32301

By:



Print Name: _____

Its:

Bill Oliver
President



Exhibit A Renovation Scope
Apalachicola UF/IFAS Extension and ANERR Facility
4/11/19

Apalachicola UF/IFAS Extension and ANERR Facility
261 Frederick Humphries Dr.
Apalachicola, FL

This budget scope was determined from a site visit and drawings dated September 28, 2018. Work consists of renovating an existing 3,798sf office building. Work includes wall & concrete demolition, newly painted walls, demo of existing flooring with new flooring throughout, replacement of windows in selected areas, new exterior doors in selected areas, HVAC, plumbing, and electrical work. There are several areas of work on the exterior of the building that will require work by Others, prior to painting on the interior. All exterior work is performed by Others and is not included in OliverSperry Renovation's scope of work. These areas include (but not limited to) the following:

1. Some exterior windows are leaking, causing water damage to the interior drywall. These leaks must be repaired prior to painting. Additional drywall repair in these areas may be required which was not included in the plans or OliverSperry's scope.
2. There is an active leak where the solarium attaches to the building that must be repaired prior to painting. Additional drywall/trim repair in these areas may be required which was not included in the plans or OliverSperry's scope.
3. Leaf litter has built up over time against the rear and side walls, allowing water to penetrate the building. This litter must be removed and additional measures taken to divert ground water from entering the building. Moisture reading will be taken prior to drywall installation to ensure a dry envelope is present. Insulation and framing damage may be present in these locations which was not included in the plans or OliverSperry's scope.

Work includes the following:

General Conditions

- Building permit fees
- Job Management & onsite Supervision
- Temporary Facilities (dumpster rental & fees)
- Builder's Risk, General Liability and Workman's Compensation insurance
- Daily & final clean-up including windows and all other surfaces

Demolition

- 70sf of concrete at entry
- Grind uneven floors in Gallery 110 as detailed on D1.1
- Two windows as shown

- Three interior doors, frames, and hardware; 5 exterior doors, frames, and hardware
- Walls as required to construct new space per floor plan
- Wall hung sinks, toilets, and mop sink
- Interior gypsum up to 48" along exterior walls in two restrooms
- Flooring throughout. No floor grinding is shown on the plans or included
- HVAC condensate lines, air handler, refrigerant lines, and exhaust fans and all associated appurtenances to limits specified on drawings

Carpentry

- Infill backside of large round louver on exterior of building with framing and plywood from inside

Concrete

- 70sf of concrete infill adjacent to entry door with dowels and epoxy

Doors & Hardware

- Doors 104, 105 & 106 are pre-finished solid core wood doors with hollow metal frames. Frames to be painted.
- Doors 102A, 103A, 111A, 111B, 111C, are hollow metal galvanized steel door with steel galvanized knock down frames. These doors and frames will be painted
- Hardware per schedule

Framing and Drywall

- Framing include:
 - Walls per plan with sound Attenuation batts
 - 48" high moisture resistant board in two restrooms
 - New 5/8" gypsum in room 101
 - Miscellaneous drywall repairs

Finishes

- Flooring & Base
 - New flooring throughout according to finish schedule, including all carpet and ceramic tile
 - New rubber base
 - Ceramic wall tile
- Painting and caulking
 - Painting of interior gypsum walls and columns, and gypsum ceilings
 - New and existing doors and frames
 - Existing wood base
 - Epoxy flooring per plan
 - Remove and replace existing sealant around solarium on exterior of building. If additional work arises, this will be an additional service/change order.
- Specialties
 - New toilet accessories in three new Restrooms per sheet A/8.1

Windows

- Demo of fogged windows and replacement of window panes only in two windows

Plumbing

- Install new toilets and sinks in restrooms
- Cut and cap abandoned lines according to demo drawing

HVAC

- Install three new exhaust fans
- Remove and replace one 2.5-ton air conditioning unit – a new AHU and condenser
- Remove and replace additional drain pans and drains

Electrical

- Supply and install electrical including:
- Selective demolition per plans
- All power devices
- All fixtures and controls
- AHU-4 and CU-4 connections
- Disconnect/Reconnect 3- exhaust fans
- Replace lamps in existing fixtures per plans
- Safe-off all electrical as required

Exclusions

- All exterior work is excluded from this scope, with exception to the solarium.

General Conditions		\$ 26,479
• Building Permit Fee	\$ 950	
• Insurance	\$ 1405	
• PM, Supervision & Estimating	\$20,140	
• Daily & Final Cleanup	\$ 3,243	
• Miscellaneous	\$ 741	
Doors, Frames, & Hardware		\$ 10,254
Framing, Drywall & Acoustic Ceilings		\$ 4,600
Flooring & Base		\$ 20,588
Paint		\$ 18,910
Specialties		\$ 1,020
Plumbing		\$ 6,400
Windows		\$ 1,092
HVAC		\$ 16,500
Electrical		<u>\$ 30,825</u>
	Subtotal	\$136,668
	Profit & OH	<u>\$ 23,989</u>
	Total	\$160,657

OliverSperry

RENOVATION

Exhibit B

PROJECT: <u>Apalachicola UF/IFAS Extension & ANERR Facility</u>	APPLICATION NUMBER: _____
ADDRESS: <u>261 Frederick Humphries Drive</u>	APPLICATION DATE: _____
<u>Apalachicola, FL</u>	PERIOD TO: _____
CONTRACTOR: <u>OliverSperry Renovation and Construction, Inc.</u>	CONTRACTOR'S PROJECT NO: _____

A	B	C	D		E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE 10%	
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD						
1	General Conditions	\$26,479.00				\$0.00	0.00%	\$26,479.00	\$0.00	
2	Doors, Frames & Hardware	\$10,254.00				\$0.00	0.00%	\$10,254.00	\$0.00	
3	Framing, Drywall & Acoustic Ceilings	\$4,600.00				\$0.00	0.00%	\$4,600.00	\$0.00	
4	Flooring & Base	\$20,588.00				\$0.00	0.00%	\$20,588.00	\$0.00	
5	Paint	\$18,910.00				\$0.00	0.00%	\$18,910.00	\$0.00	
6	Specialties	\$1,020.00				\$0.00	0.00%	\$1,020.00	\$0.00	
7	Plumbing	\$6,400.00				\$0.00	0.00%	\$6,400.00	\$0.00	
8	Windows	\$1,092.00				\$0.00	0.00%	\$1,092.00	\$0.00	
9	HVAC	\$16,500.00				\$0.00	0.00%	\$16,500.00	\$0.00	
10	Electrical	\$30,825.00				\$0.00	0.00%	\$30,825.00	\$0.00	
11	OH&P	\$23,989.00				\$0.00	0.00%	\$23,989.00	\$0.00	
		\$160,657.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$160,657.00	\$0.00	

Exhibit C



APPLICATION AND CERTIFICATE OF PAYMENT

TO (OWNER)	PROJECT: Project # VIA (Architect):	APPLICATION # 0 PERIOD ENDING: COMMENCEMENT DATE: ORIGINAL CONTRACT PERIOD: 0 EXTENDED CONTRACT PERIOD: 0 CONTRACT COMPLETION DATE: EXPIRED FROM COMMENCEMENT:
FROM (CONTRACTOR): OliverSperry Renovation & Constru 401 Office Plaza Drive CGC1515431 Tallahassee, FL 32301		

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		
Change Orders approved in previous months by Owner	ADDITIONS	DEDUCTIONS
TOTAL Thru CO#		
Approved this Month		
No.	Date Approved	
TOTALS		
Net change by Change Orders		

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheets are attached.

1. ORIGINAL CONTRACT SUM	\$ 0.00	
2. Net change by Change Orders	\$ 0.00	
3. CONTRACT SUM TO DATE	\$ 0.00	(1 + 2)
4. TOTAL COMPLETED & STORED TO DATE	\$ 0.00	
5. TOTAL RETAINAGE:	\$ 0.00	(5a+5b)
a. 0% of Completed Work	\$ 0.00	
b. 0% of Stored Material	\$ 0.00	
6. TOTAL EARNED LESS RETAINAGE	\$ 0.00	(4 - 5)
7. LESS PREVIOUS CERT. FOR PAYMENT	\$ 0.00	
8. CURRENT PAYMENT DUE	\$ 0.00	(6-7)
9. BALANCE TO FINISH (INCLUDING RETAINAGE)	\$ 0.00	(3-7-8)

Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: OliverSperry Renovation & Construction, Inc.

By: _____ Date: _____

MONETARY PROGRESS:

TIME PROGRESS:

State of: _____ County of: _____
 The foregoing instrument was acknowledged before me this _____ by _____
 of Oliver Sperry Renovation & Co, a _____
 Corporation on behalf of the corporation. He/she is personally known to me.

Notary: _____ My Commission Expires: _____

AMOUNT CERTIFIED: \$ 0.00

OWNER:

By: _____ Date: _____

ARCHITECT'S CERTIFICATION FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

ARCHITECT:

By: _____ Date: _____

