FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING

COURTHOUSE ANNEX, COMMISSION MEETING ROOM

APRIL 20, 2021

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.***

Meeting Information

To comply with CDC and Government social distancing requirements, the general public will not be allowed in the commission meeting room for this meeting; therefore, this Board of County Commission regular meeting will be accessible via livestream and Zoom. Those wanting to view the meeting can use the livestream link (https://facebook.com/forgottencoasttv/) or go to Forgotten Coast TV's Facebook Page. The livestream feed will promptly start 5 minutes before the meeting commences. You do not need a Facebook account to view Facebook live. Those wanting to participate during the meeting should use the Zoom log-in/call-in information provided below. There is a link to a list of videos and Getting Started Resources on the main "Agenda and Minutes" webpage for those unfamiliar with Zoom. If you are experiencing any issues with the livestream or Zoom, call (850) 653-9783 extension 373 for assistance.

*To join Zoom via computer, use the link (**https://zoom.us/j/93626099425**) on the meeting date and time. If you do not have speakers or a microphone on your computer or prefer to call, you can dial in for audio. Call (301) 715-8592 or (312) 626- 6799 or (929) 205-6099 and enter ID number (**936 2609 9425**). All attendees are muted by default.*

If you would like to speak during the meeting, you have the following options:

First complete the virtual speaker card (https://www.franklincountyflorida.com/virtual-speaker-card/). This card must be submitted to the County Commission Administrative Office prior to the start of the meeting in order for you to speak during the meeting. During "Public Comments" you may comment on a non-agenda item or a non-action item for up to 3-minutes when recognized by the Chairman. You may also address the Commission on an agenda action item for one minute (which may change based on the number of speakers waiting to comment) during the meeting after a motion has been seconded and you are recognized by the Chairman.

*Once recognized by the Chairman, if you are on Zoom with a computer or smart device select the 'raise hand' icon. If you have dialed in to the meeting by phone press *9 to raise your hand, then *6 to unmute.*

Public engagement is important to us and use of Zoom for public participation is still a new process. We appreciate your understanding.

Call to Order

Prayer and Pledge

Approval of Minutes

A. April 6, 2021 Regular Meeting

Payment of County Bills

Franklin County Correctional Institution -- Warden Robert Conner -- Update

A. Warden Conner will update the Board on inmate labor and recent discussions on prison closings.

Public Comments

This is an opportunity for the public to comment on a non-agenda or non-action agenda item. When you are recognized to be heard by the Chairman, please adhere to the 3-minute time limit.

Department Directors Report

Superintendent of Public Works – Howard Nabors

A. Informational Item

1. Detail of Work Performed and Material Hauled by District (agenda packet)

Solid Waste Director – Fonda Davis

A. Informational Item

1. Right-of-Way Debris Pickup / Recycle Material Hauled (agenda packet)

Emergency Management Director – Pam Brownell

A. Action Item

1. Request the Approval of Awarding of the HLMP Bid Packet to Florida Retrofit and the Signing of the Contract

B. Informational Items

1. EOC Hosted a G-300 Class on 04/05-04/07/21.

2. EOC is Hosting a G-400 Class on 04/27 – 04/28/21.

3. EOC Staff continues to work Hurricane Sally from 09/12/20 and continues to work with FDEM and FEMA. Franklin County has two projects for Hurricane Sally both projects have had their DDD and Cost and Scope Signed off on. We have submitted the Project for CAT B Reimbursement. North Bayshore project has also been submitted.

4. IPAW/WEA/EAS System test will be completed by 04/30/21.

5. EOC Staff along with our CERT Volunteers continue to distribute washable & reusable cloth mask throughout our community. We have partnered with the City of Carrabelle and City of Apalachicola Chamber of Commerce along with the St. George Island & Eastpoint Visitor Centers to assist with distribution to local businesses and residents. We will continue this effort as long as supplies are available.

6. EOC Staff are working diligently with DOH Staff regarding the COVID-19 virus. This includes hosting meetings with representatives from DOH, Sheriff's Dept. Weems, EMS, as needed. We also are assisting with Conference Calls, information distribution from DOH via Alert Franklin, Facebook and our EOC Website.

7. EOC Staff continue to participate in conference calls with State DEM, Region 2, DOH, FEMA, etc. regarding COVID 19. We also continue to update WebEOC with Local State of Emergency and SitReps.

8. EOC Staff virtually participated in the Orientation for the K0705 Class on 04/13/21. Class will begin on 04/19/21.

9. EOC Staff will virtually participate in the FEPA – WebEOC 9 Lunch and Learn on 04/20/21.

Extension Office Director – Erik Lovestrand

A. Informational Items

General Extension Activities:

1. During this period, the Extension office assisted citizens on the topics of organic gardening, removal of storm-damaged vessels, cypress tree issues, and 4-H programming.

2. Extension Director participated in the NW District Natural Resource Agent program team meeting via Zoom.

3. Extension Director participated in promotion packet review within the NW District.

Sea Grant Extension:

4. Extension Director participated in Florida Sea Grant meeting via Zoom for updates on statewide projects.

4-H Youth Development:

5. Extension Director participated in the District III 4-H Agent meeting and Youth Council meeting to elect this year's officers.

Family and Consumer Sciences:

6. Family Nutrition Program assistant continues providing nutrition programing in local schools

Agriculture/Home Horticulture:

7. Two Master Gardener classes took place at the local Extension office during this period. There are ten people currently taking the training.

Board of Adjustment – Cortni Bankston – Report

A. Consideration of a request for a variance to construct a single-family dwelling 12 feet into the 25-foot setback off River Road, 15 feet variance into the 25-foot setback off River Street (Unconstructed), and a 15 feet variance in to the 50-foot wetlands setback requirement from Carrabelle River. Property described as 339 River Road, block 5, Carrabelle River Sub Lot 1, Carrabelle, Franklin County, Florida. Request submitted by Richard A. Glover, agent for Richard L. Wood, Sheryl T. Wood, and Donna B. Bostwick, applicant. **Advisory Board Recommended Approval.**

BOARD ACTION: Approve, Table, or Deny

B. Consideration of a request for a variance to construct a single-family dwelling 10 feet into the 25-foot setback into right of way on Indian Harbor Drive. Property described as 1931 Indian Harbor Road, Lot 8 Indian Bay Village, St. George Island, Franklin County, Florida. Request submitted by Garlick Environmental, agent for Walter Sears, applicant. **Advisory Board Recommended Approval.**

BOARD ACTION: Approval, Table, or Deny

C. Consideration of a request for a variance to construct a single-family dwelling 13.4 feet into the front 25-foot setback off Highway C30 and a 3 feet variance into both the left and right 10-foot side setback requirement. Property described as 1610 Highway C30, Carrabelle, Franklin County, Florida. Request submitted by Robert Mollergren & Leslie Denhard, applicants.

Advisory Board recommended approval of Front Setback variance request contingent upon Demolition of Current Home/Structure.

BOARD ACTION: Approve, Table, or Deny

Advisory Board recommended denial for side setback request.

BOARD ACTION: Approve, Table, or Deny

Planning and Zoning – Cortni Bankston – Report

A. Approval to appoint Tony Shiver as the District 1 Board Member for Planning & Zoning Board.

BOARD ACTION: Approve or Deny

Critical Shoreline Applications

A. Consideration of a request to construct a Single Family Private Dock located at 1545 Alligator Drive, Lot 3, Block R, Peninsular Point, Unit 5, Alligator Point, Franklin County, Florida. The applicant has both State and Federal Permits. The dock will be 229' x 4' with a 6' x 20' terminal platform and a 12' x 20' proposed boatlift. Request submitted by Robert Kirby, applicant. (House Under Construction- #29097) **P&Z Board Recommended Approval**

BOARD ACTION: Approve, Table, or Deny

B. Consideration of a request to construct a Roof over an existing Boatlift and Redesign of existing Terminus located at 71 Fiesta Drive, Unit 1, Lot 80 Holiday Beach, Alligator Point, Franklin County, Florida. The applicant has State and Federal Permits. The roof will be 29'x14' and the redesigned terminus will be 20'x8'. Request submitted by Better Built Docks, agent for Travis Fink, applicant. **P&Z Board Recommended Approval**

BOARD ACTION: Approve, Table, or Deny

C. Consideration of a request to construct an additional 280 sq foot dock and 312 sq foot covered boat lift to an an existing dock located at 323 East Sawyer Street, Unit 5, Block 81, Lot 9, Eastpoint, Franklin County, Florida. The applicant has State and Federal Permits. Request submitted by Richard DeLarber, applicant. **P&Z Board Recommended Approval.**

BOARD ACTION: Approve, Table, or Deny

Final Plat Applications

A. Consideration of a request for Final Plat Approval of a 21 acres of land lying in Sections 25 and 35, Township 7 South, Range 5 West, Carrabelle, Franklin County, Florida. The subdivision will be named "St George Bay" and will consist of 16 Lots over 1 acre each. Request submitted by Elaine Boone, agent for Ed Simmons, applicant. **P&Z Board Recommended Approval Contingent Upon required permits for Final Plat.**

BOARD ACTION: Approve, Table, or Deny

Commercial Site Plan Applications

A. Consideration of a request for Commerical Site Plan Review of a 1,500 square feet Convenience Store with a Deli and Drive Through located at 101 West Pine Ave, Unit 1, Block 2 west, Lots 17 and 18, St. George Island, Franklin County, Florida. Request submitted by Jim Waddell, agent for Charles Robert Shiver and Donna Kay Barber, Applicants. **P&Z Board Recommended Approval Contingent upon flood review and permits.**

BOARD ACTION: Approve, Table, or Deny

Re-Zoning & Land Use Change Applications

A. Consideration of a request for a Public Hearing to change a triangular parcel for a Re-zoning Change from C-1 Commercial Fishing to C-3 Commercial Recreation. Property described as 336 Patton Drive, Franklin County, Florida. Request submitted by Marsha Watson, agent for MMSW Holdings, LLC, applicant. **P&Z Board Recommended Approval for Public Hearing.**

BOARD ACTION: Approve, Table, or Deny

B. Consideration of a request for a Public Hearing to change a 200' x 300' parcel for a Land Use Change from Residential to Commercial and a Public Hearing to Re-zone from R-4 Single Family Home Industry to C-4 Mixed Use Residential. Property described as 31865 Highway 98 West, Carrabelle, Franklin County, Florida. Request submitted by Blakey's Beach LLC, applicant. **P&Z Board Motioned without a recommendation to present request for Public Hearing before Board of County Commissioners.**

-Applicant has requested to revise request for re-zoning from R-4 Single Family Home Industry to C-2 Commercial Business. Email request attached

BOARD ACTION: Approve, Table, or Deny

Special Exception Application

A. Consideration of a request for Special Exception in the C1 Commercial Fishing District to construct a 27'x 40' Water Dependent Tourist Commercial Facility (Kayak Rental Facility) located at 444 Highway 98, 150 feet facing Highway 98, Apalachicola, Franklin County, Florida. Request submitted by Barbara Mathis, applicant. **P&Z Board recommended approval of the Special Exception.**

*****Staff recommends deferring this request until the Building Department and the Floodplain Administrator has an opportunity to discuss the building/shed currently on the property with no record of a permit.**

BOARD ACTION: Approve, Table, or Deny

RFP / RFQ / Bids Opening

A. The Franklin County Board of County Commissioners is seeking civil engineering services relating to the construction engineering and inspection (CEI) of the multi-use trail and bike path on the CR 370 Alligator Point Multi-Use Path Project. The scope of this project will include the construction of a 10' multi-use path from George Vause Road eastward for approximately 1 mile to Gulf Shore Boulevard on Alligator Point, FL as identified in the County's Local Agency Participation contract with the Florida Department of Transportation (FDOT). Consideration will be given to only those firms that are qualified pursuant to law and that have been prequalified by FDOT to perform the indicated types of work.

Fiscal Manager/Grants Coordinator – Erin Griffith – Report

A. Action Items

1. Buddy Ward Artificial Reef Project

Walter Marine of Orange Beach Alabama was the top ranked and only proposer for the Buddy Ward Artificial Reef Project. The ranking committee recommends the Board enter into a contract with Walter Marine as Walter Marine meets all contractor requirements of the RFP. The grant award requires the deployment of at least 25 concrete prefabricated reef modules to construct three reef complexes in the Buddy Ward permit site located approximately 7.5 nautical miles off Bob Sikes Cut. Walter Marine's proposal will deploy 30 reef modules for the contract price of $70,000. The deployment is to occur prior to August 1, 2021 and upon deployment, the GPS coordinates will be posted online via the Apalachicola Artificial Reef Association's website: www.apalachicolareef.org.

Board action to authorize the chairman's signature on the attached contract with Walter Marine for the Buddy Ward Artificial Reef Project.

2. Budget Resolution Buddy Ward Artificial Reef Project

Pursuant to FS 129.06, the attached budget resolution is needed to incorporate the unanticipated revenues from the Florida Fish and Wildlife Conservation Commission's $60,000 state grant and the $10,000 contribution from the Apalachicola Artificial Reef Association into the 2020/2021 county budget. The corresponding $70,000 expenditure line item will be 001.20.572.3401 titled Other Contract Services, Buddy Ward Reef Project.

Board action to adopt the attached resolution to incorporate the unanticipated grant revenues into the county budget to fund the artificial reef project.

3. CARES Act Update, State Shared Gas Tax Revenues

The Florida Department of Revenue distributes state shared revenue proceeds several months after the collection period. The final state shared gas tax revenues were not received until December. As the COVID pandemic shifted into crisis mode in late March of 2020 - the state shared gas tax revenue estimates used in the budget process for 19/20 as released by the State of Florida were short by $162,029.33. As the CARES funds can be used to offset losses in revenue, it is requested that the BOCC authorize booking $162,029.33 of CARES funds in the Road and Bridge Fund to stabilize the Road Department budget which is funded primarily by gas taxes. Should the BOCC approve, this will leave approximately $66,763.78 remaining from the 1st CARES allocation. The CARES cost tracking workbook with the proposed entry is attached and the impacted shared revenues are listed in the attached table.

Board action to authorize booking Cares Revenues in the Road and Bridge Fund to offset losses in State Shared Gas Tax Revenue Proceeds.

4. State Attorney Information Technology Line Item

Franklin County received a request from Mary Dean Barwick the Executive Director of the State Attorney's Office to authorize a line-item budget amendment whereas the $6,500 budgeted in the State Attorney's information technology contractual services budget to be used for the funding of a shared information technology position. There will be no change in total budget for the State Attorney's Office.

Board action to authorize the line-item budget amendment and authorize the attached memo be sent back to Ms. Barwick to confirm the change.

5. Sheriff's Department E911 Grants

a. At the March 16th Commission Meeting, the Board authorized signing the RapidDeploy grant application. Attached to this report is the grant agreement which was sent to the county from the Department of Management Services. The $63,960 grant is part of the tri-county rural grant for five years of software licensing that will interface the newly updated mapping data with the E911 system at the Sheriff's Department. The RapidDeploy system combines mapping and data analytics with cloud-based software. This grant is funding the replacement of the existing GEOCOMM software which is out of date.

Board action to authorize the Chairman to sign the attached grant agreement.

b. County Attorney Michael Shuler reviewed the MOU between the twelve region counties relative to the $422,816 Region 1 GIS Mapping Project NG-911 Grant and the Chairman signed the attached Regional MOU on April 13th. The regional MOU was a necessary cornerstone of the regional grant application. As this is a twelve-county project, all counties will be signing the MOU, applications, and vendor contracts to comprise one regional project. The five-year grant will interface mapping data within the region and will leverage

technology to enhance response time, provide additional mapping data and services to process incoming 911 calls. Once the application is signed, a grant agreement will follow shortly after along with the vendor contract and sole source provider letter.

Board action to authorize the chairman's signature on the attached grant application for the Twelve County Region 1 GIS E911 Mapping Grant.

B. Informational Item

1. Tap Fee SGI Bathroom Project

For the Board record, included on the check for Water Management Services is the $13,745 tap fee as funded by the TDC for the new SGI Bathroom Project. The tap fee was not a part of the construction bid and the responsibility of the owner. The tap fee will be included in the total cost of the project.

County Coordinator – Michael Morón – Report

A. Action Items

1. Grammercy Correction: At your March 16, 2021 regular meeting Commissioner Ward asked staff to investigate a possible scrivener's error on the County's map located at the corner of Highway 98 and Highway 65 near Gramercy Plantation. Mr. Mark Curenton, County Planner, provided a series of maps and information (attached) regarding the property in question. Based on the information provided, the Board may decide there was a scrivener's error and Mr. Curenton will make the necessary zoning change, however, if the Board decides no error was made then the zoning will remain as is. *Board action to determine if a scrivener's error was made based on the information provided.*

2. ARPC Code Enforcement Agreement: Previously the Board requested Apalachee Regional Planning Council to conduct workshops throughout the County to hear from residents on code enforcement for unincorporated Franklin County. At your last meeting, Ms. Caroline Smith of ARPC reviewed a proposal with the Board to provide the requested service. Included in my report, is an agreement for the Chairman's signature to authorize ARPC to conduct the workshops. This agreement has been reviewed by Attorney Shuler. *Board action to authorize the Chairman to sign the ARPC agreement to conduct workshops to hear from residents on code enforcement.*

3. Airport Fuel Farm Location: John Collins of AVCON (Airport Engineers) presented three different locations for a new Airport fuel farm at your last meeting. After the presentation, the Board decided to schedule a workshop to discuss the different locations in more detail. After the meeting, Mr. Alan Pierce realized that he used the recently constructed FDOT funded Airport access road as the required match for the TRIUMPH grant application to fund the new fuel farm. Mr. Pierce then contacted Mr. Collins and they both agreed that the only location to consider building the new fuel farm is what is referred to as Alternate Site 2 (West Apron) on the attached map titled *Updated Fuel Farm Alternative Locations, 4-2-2021*. With that information, there was no need for the scheduled April 14th workshop to discuss all three locations, therefore it was cancelled. If there are no additional questions or comments on this matter, the Board can authorize proceeding with that location today. *Board action to authorize the construction of the new Airport fuel farm at Alternate Site 2 (West Apron).*

4. New EOC Location: A couple of years ago the Board requested, as a legislative appropriation, funds to design and construct a new Emergency Operations Center (EOC). The County received funds from the State to design and engineer a new EOC. After much discussion the Board agreed to a location on the Airport for the new EOC, however, that location was considered "Airport" property based on a 1947 FAA lease and recorded deed. In order not to pay the Airport fair market value to use that property, FAA would have to exclude the property from the 1947 lease and recorded deed. AVCON tried but was

unsuccessful on getting FAA to exclude this property. So, in an attempt to avoid that issue, Mr. Clay Kennedy of Dewberry, Mr. John Collins and Mrs. Mary Soderstrum of AVCON, and county staff started a search for a parcel around the airport that would be big enough for the new EOC, but not part of the famous 1947 lease and recorded deed. After many meetings and emails, the lot indicated by the green shade on the attached map is recommended. This lot is located on the NE corner of Brownsville and Airport Road and a three acres section will be used to allow enough room for the EOC building, parking, stormwater, and expansion. Now, this lot is not without its own challenges, as it was mistakenly included and recorded on the deed as part of the 1942 lease, but there is a prior deed that shows it was never part of the 1942 lease. AVCON is working with FAA and FDOT to remove this lot from the recorded deed, and even though both agencies agree that it was a mistake to include that lot, there is a process that will take a few months to correct the error. Mr. Kennedy, Mrs. Erin Griffith and I met with Attorney Shuler and explained the situation to him for his council and guidance on moving forward with this lot for the new EOC. Attorney Shuler agrees that we should proceed with this lot and the design of the new EOC but wanted the Board to be aware that if we have to move the EOC from this location for any reason, there will be added expense for changes and re-engineering of the EOC at a new location. So, is the Board ready to move forward with the designing of the new EOC at this location with all the information that has been presented here today? *Board discussion and direction.*

5. SGI Speed Limit Change: At your last meeting, Chairman Jones requested, and the Board agreed by motion, to lower the speed limit to 25 mph on East Pine Street located in St. George Island's business district. The Chairman informed me that the new speed limit should be 20 mph (not 25 mph) and the section of West Pine Street located in the business district should be also be included in that speed limit change for the same reason. *Board action to reduce the speed limit on the sections of East Pine Street and West Pine Street that is located in St. George Island's business district to 20 mph.*

6. EOC Contract: Mrs. Pam Brownell, Emergency Management Director, requested that Chairman Jones sign the Federally Funded Subaward and Grant Agreement No. Z2607 for Hurricane Sally. Mrs. Brownell stated that she was facing a deadline and needed the signed document sent to the Florida Division of Emergency Management last week. In addition, Mrs. Erin Griffith completed the associated FDEM Risk Assessment Questionnaire. *Board action to ratify the Chairman's signature on the Hurricane Sally Federally Funded Subaward and Grant Agreement.*

7. TDC Tax Increase: At your June 16, 2020 meeting the Board discussed increasing the tourist development tax from 2% to 3% and ended the discussion with a motion to schedule a public hearing to increase the tax. Later on, during that same meeting, the Board also motion to schedule a workshop with the TDC to discuss how the additional funds would be spent. That workshop was postponed and never rescheduled. The public hearing was never advertised or scheduled. Is the Board ready to schedule the public hearing, and rather than having a separate workshop, have a representative from TDC appear at the public hearing and discuss possible future projects? *Board discussion and direction.*

8. Congressman Dunn's Request: About two weeks ago, Congressman Dunn office sent a request for Congressionally Directed Community Project Funding with an April 19, 2021 submission deadline. As time was an issue, I asked Mrs. Traci Buzbee to assist the County with the applications. Since this information was already available, the County submitted applications for the construction of a new EOC and additional funding for Fort Coombs Armory fire sprinkler system. Each application required a letter of support signed by the Chairman. *Board action to ratify the Chairman's signature on the letters of support for both applications.*

9. Abercrombie Boat Ramp Security Cameras: A few years ago, the Board approved video security systems for a number of locations, Abercrombie boat ramp being one of those locations. There were a few hurdles to overcome at the boat ramp, power and a solution for accessing the video due to communication access restrictions. Power at the boat ramp has been available, however we had to make other concessions as it relates to the communication issue. Of all the companies that I have asked for proposals, I recommend the proposal from Inspired Technology. Without revealing too much information, they have the best workaround for accessing the recorded video from the cameras. The total amount of this proposal is $9,497.00. *Board action to accept the $9,497.00 quote from Inspired Technology for the installation of a CCTV camera system at Abercrombie boat ramp.*

10. Prison Closing Letter to Senate: Earlier in the meeting the Board heard from Warden Conner regarding inmate labor and prison closings. Prior to last week's message and information Warden Conner may have provided this morning, the State Legislature was considering closing four prisons. During the time when this was a probability, there was a call to action to send the Florida Senate President and the Speaker of the House a letter asking that the Franklin County Correctional Institute would not be included on the list of possible prisons closures. Chairman Jones signed the letter, (attached) and it was immediately sent to the Senate President and Speaker of the House. *Board action to ratify the Chairman's signature on the letter.*

B. Information Items

1. Ethics Class: I am currently working with Ms. Becky Berentsen of the Florida Association of Counties on registering each of you for an ethics class video that will be shown here in your commission meeting room. I need you to check your schedule and let me now what Saturday in May you are available to view the ethics class video.

2. CareerSource Hurricane Michael Program: I was informed by Mrs. Kim Bodine of CareerSource Gulf Coast that the Hurricane Michael Grant will close on April 30th. That will be the last day of work for the employees working on this grant. CareerSource was unable to secure any additional funds for this program.

3. School Board Event: The Franklin County School District will have a Youth Mental Health Workshop here in your meeting room at 6pm (ET) this evening. Similar workshops will be held in Eastpoint and Carrabelle. The workshop will be hybrid format, in-house and virtual.

4. Ribbon Cutting Ceremony: As a reminder, the ribbon cutting ceremony for the new St. George Island public bathrooms will be today at 2:00 p.m. (ET).

County Attorney – Michael Shuler – Report

A. Report

Commissioners' Comments

Adjournment

Any person who wishes to appeal a decision made by the Franklin County Board of County Commissioners, with respect to any matter considered at the meeting, must have a record of the proceedings. He or she may need to ensure that a verbatim record of the proceedings is made

File Attachments for Item:

A. April 6, 2021 Regular Meeting

FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING
COURTHOUSE ANNEX, COMMISSION MEETING ROOM
APRIL 6, 2021
9:00 AM
MINUTES

Commissioners Present: Ricky Jones-Chairman, Bert Boldt, II-Vice-Chairman, Noah Lockley, Joseph Parrish, Jessica V. Ward

Others Present: Michele Maxwell-Clerk of Court, Michael Shuler-County Attorney, Michael Moron—County Coordinator, Jessica Gay-Deputy Clerk to the Board

Call to Order

Chairman Jones called the meeting to order at 9:00 a.m.

Prayer and Pledge

Chairman Jones acknowledged the passing of Izzy Mattocks on April 1, 2021 and offered up prayers for her family and friends.

Chairman Jones led the Board in prayer followed by the Pledge of Allegiance.

Approval of Minutes

A. March 16, 2021 Regular Meeting

On a motion by Commissioner Boldt, seconded by Commissioner Ward, and by a unanimous vote of the Board present, it was agreed to approve the minutes from the meeting held on March 16, 2021. Motion carried 4-0.

Chairman Jones made note that the vaccination pod was being run at the Eastpoint Church of God and not the Eastpoint Assembly of God as stated in previous meetings.

Payment of County Bills

On a motion by Commissioner Parrish, seconded by Commissioner Ward, and by a unanimous vote of the Board present, it was agreed to approve payment of County Bills. Motion carried 4-0.

Public Comments

Mr. David Covington homeowner at 665 E Gulf Beach Drive spoke to the Board about his concerns about the mobile vendors and the peddler's licenses.

Mr. Gordon Hunter homeowner at 2316 Tallyho said he would defer his comments until the AVCON discussion.

Property Appraiser -- Rhonda Skipper -- Request

A. Mrs. Skipper is requesting Board approval to purchase a new vehicle.

Mrs. Skipper was not present at the time her item came up so the Board moved on.

Department Directors Report

Superintendent of Public Works – Howard Nabors

A.

A. Informational Item

1. Detail of Work Performed and Material Hauled by District Report (agenda packet).

Chairman Jones would like the ditches cleared on Cook Street on St. George Island.

Commissioner Boldt noted there is a speed limit sign near Cora Road that needs to be replaced.

Chairman Jones said all of the business district on St George Island was 25 mph except near Pine Drive. Attorney Shuler said a vote was needed in order to update the speed limit. **On a motion by Commissioner Ward, seconded by Commissioner Boldt, an by a unanimous vote of the Board present it was agreed to update the speed limit near Pine Drive to reflect 25 mph to coincide with the rest of the business district. Motion carried 4-0.**

Mr. Nabors gave an update to the Board on the lighting on Hwy 98 from Red's Station to Burger King, and said he was waiting on a quote from Duke Energy. Chairman Jones said he has Duke Energy working on a quote for lighting on Hwy 98 in Eastpoint.

Chairman Jones moved back to the Property Appraiser's request.

Mrs. Skipper presented a request to purchase a new vehicle for the Property Appraiser's office noting the vehicle was made for work and not luxury. The total purchase price was $30,247. Mrs. Skipper noted that FEMA will not reimburse mileage when a personal vehicle is used.

On a motion by Commissioner Ward, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, it was agreed to approve the purchase of a new vehicle for the Property Appraiser's office for $30,247. Motion carried 4-0.

Solid Waste Director – Fonda Davis

A. Action Item

1. In the past, there has been an Animal Control Appeal Board to handle any appeals that would need to be heard. At this time the board has lost several members. I'm asking the board to appoint new members to serve on this board.

Mr. Davis recommended that the following members of the community be appointed to the Animal Control Appeal Board.

Bud Hayes, John Solomon, Dr. Hobson Fulmer, David Walker, Brett Mabry

On a motion by Commissioner Parrish, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, it was agreed to appoint Bud Hayes, John Solomon, Dr. Hobson Fulmer, David Walker and Brett Mabry to serve on the Animal Control Appeal Board. Motion carried 4-0.

B. Informational Item

1. Right-of-Way Debris Pickup & Recycle Material Hauled Report (agenda packet).

Mr. Davis said his department had been working to install signs purchased through TDC funds and making improvements to the Eastpoint basketball court.

Chairman Jones requested Mr. Moron's informational item # 1 be brought up at this time. Chairman Jones announced the details for the ceremony.

2. SGI Bathroom Ribbon Cutting Ceremony: As a reminder, the ribbon cutting ceremony for the new St. George Island bathrooms is scheduled for Tuesday, April 20, 2021 at 2 p.m. (ET).

Chairman Jones noted that the basketball goals on St. George Island need to be replaced. Mr. Davis said they have ordered replacements for St. George Island and Eastpoint. Commissioner Ward thanked Mr. Davis for revamping the Eastpoint basketball court.

Emergency Management Director – Pam Brownell

Mrs. Brownell and Mrs. Daniels were unable to attend. However, Mrs. Brownell did not request the Board defer the opening of the bid packages.

Attorney Shuler informed the Board that the Clerk's office received a bid by mail that was not marked and inadvertently opened. Attorney Shuler directed the Clerk's office to reseal the envelope. The information was not removed from the envelope or read by the Clerk's office.

Mr. Moron stated for the record that the selection and review committee consisted of Tracy Buzbee, Jennifer Daniels, and Pam Brownell.

A. Action Item

1. Request the opening of the Hurricane Loss Mitigation Program Bid packets and approval of the selection committee of EOC Staff and the Management Experts Staff. We will come back to the Board with the Bidder picked.

Mr. Pierce and Mr. Moron opened the bid packages as follows:

1. Florida Retrofits Inc. from Palm Bay Florida

   Attorney Shuler stated for the record that this is the packet inadvertently opened by the Clerk's office. This packet did not include a summary.

2. Hydra Engineering and Construction from Crawfordville Florida

On a motion by Commissioner Ward, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, the Board directed the Hurricane Loss Mitigation Program Bid packets be turned over to the review committee for a recommendation. Motion carried 5-0.

B. Bid Opening

1. Notice is hereby given that the Franklin County Board of County Commissioners invites qualified firms to submit a bid for professional contractor services for the Hurricane Loss Mitigation Program to complete wind retrofits on homes located within Franklin County.

A.

C. Informational Items

1. EOC Staff and CERT Volunteers will be assisting Weems Hospital and Florida Department of Health Franklin at the COVID 19 Vaccine POD at Eastpoint Assembly of God Church on 04/06/21.

2. EOC Staff and CERT Volunteers assisted the Florida Department of Health Franklin at the COVID 19 Vaccine POD at Carrabelle Christian Center on 03/25/21.

3. EOC Staff virtually attended the FL-600 class on 03/30 and 03/31/21.

4. EOC is hosting a G-300 Class on 04/05-04/07/21.

5. EOC Staff have also assembled and distributed approximately 3600 COVID Care Bags to members of the vulnerable population throughout Franklin County. We will continue to assemble and distribute to vulnerable population as long as supply last.

6. EOC Staff continues to work Hurricane Sally from 09/12/20 and continues to work with FDEM and FEMA. Franklin County has two projects for Hurricane Sally both projects have had their DDD and Cost and Scope Signed off on. We have submitted the Project for CAT B Reimbursement. North Bayshore project has also been submitted.

7. IPAW/WEA/EAS System test will be completed by 03/31/21.

8. EOC Staff along with our CERT Volunteers continue to distribute washable & reusable cloth mask throughout our community. We have partnered with the City of Carrabelle and City of Apalachicola Chamber of Commerce along with the St. George Island & Eastpoint Visitor Centers to assist with distribution to local businesses and residents. We will continue this effort as long as supplies are available.

9. EOC Staff are working diligently with DOH Staff regarding the COVID-19 virus. This includes hosting meetings with representatives from DOH, Sheriff's Dept. Weems, and EMS, as needed. We also are assisting with Conference Calls, information distribution from DOH via Alert Franklin, Facebook and our EOC Website.

10. EOC Staff continue to participate in conference calls with State DEM, Region 2, DOH, FEMA, etc. regarding COVID 19. We also continue to update WebEOC with Local State of Emergency and SitReps.

Commissioner Boldt passed on a recommendation from Dr. Conrad that the Board considers passing an ordinance to allow the hospital to remain open during a state of emergency. Commissioner Lockley said the State mandates when the hospital must close during storms based on categories. Chairman Jones said the problem with leaving the hospital open may be having staff willing to stay. Mr. Pierce noted that the hospital building is not up to hurricane standards.

Extension Office Director – Erik Lovestrand

A. Informational Items

General Extension Activities:

1. During this period, the Extension office assisted citizens on the topics of soil report interpretation, live oak health in Carrabelle, plant identification, and more.

Sea Grant Extension:

2. Extension Director assisted UF's molluscan shellfish specialist during the bi-monthly field work on oyster aquaculture leases. Four cooperating growers are participating in a study to compare growth and survival of triploid oysters from two different parental lines (Louisiana

and Florida Broodstock). Temperature loggers have also been placed in growing bags to assess potential stressors that may be correlated with mortality events.

3. Extension Director participated in the ACF Stakeholders Governing Board annual meeting, conducted virtually this year.

4-H Youth Development:

4. Archery equipment was purchased for eight 4-H youth with donations from local citizens. The shooting sports club will be meeting for the first time on Saturday April 17th and encourage youth from the community to come. They will be meeting in Carrabelle at 2:00 p.m. Call Michelle Gray at 850-210-3277 to pre-register so numbers can be managed according to 4-H Covid protocol.

Family and Consumer Sciences:

5. Family Nutrition Program budget planning for the next fiscal year is being underway (grant funded).

Agriculture/Home Horticulture:

6. The Spring Master Gardener class in Franklin County will begin April 7 and occur each Wednesday for 13 weeks.

Chairman Jones announced the shooting sports club event coming up on April 17th and asked the public to contact Ms. Gray to pre-register.

Library Director – Whitney Roundtree

A. Informational Items

1. Thank you to the Friends of the Franklin County Library for their work on the grounds at the Carrabelle facility. The FOL supplied the funds and volunteers to renew the rock and bark and to add a few new plants to the landscaping. I have received many compliments regarding the project from members of the community.

2. The Panhandle Library Access Network has initiated a new advocacy effort, entitled My Florida Library. Post cards are available at both branch locations, highlighting various services libraries provide their communities that can be sent to legislators and local officials. To save our patrons and supporters from paying postage, FCPL will be collecting the completed postcards and forwarding them to legislators in large envelopes.

3. Representatives from Rebuild Florida, a housing repair and replacement program for Hurricane Michael, will be at the Franklin County Public Libraries on Wednesdays from 9:30

AM-4:30 PM. They will alternate locations and will be at the Eastpoint branch April 7th and 21st and at the Carrabelle branch April 14th and April 28th.

4. Upcoming Events:

Eastpoint Branch:

4/6- Diabetes Awareness Class at 10:00 AM

4/6- Book Chat at 1:30 PM

4/7- Rebuild Florida from 9:30 AM-4:30 PM

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4/8- Anime Club at 4:00 PM

4/13- Story Time at 10:30 AM

4/21- Rebuild Florida from 9:30 AM-4:30 PM

4/21- Writer's Forum 1:00

Carrabelle Branch:

4/9- Book Chat at 1:30 PM

4/10- Story Time at 11:00 AM

4/13- Anime Club at 4:00 PM

4/14- Rebuild Florida from 9:30 AM-4:30 PM

4/15- Makerspace at 4:00 PM

4/28- Rebuild Florida from 9:30 AM-4:30 PM

RFP / RFQ / Bids Opening

A. Notice is hereby given that Franklin County, Florida (the "County") will accept sealed proposals until 4:00 PM (Eastern Time), on the 5th day of April, 2021, for the Franklin County, Florida, Buddy Ward 2020-2021 Artificial Reef Project.

Attorney Shuler noted the Clerk's office received a bid by mail that was not marked and inadvertently opened it. Attorney Shuler directed the Clerk's office to reseal the envelope. The information was not removed from the envelope or read by the Clerk's office.

Item moved from Fiscal Manager/Grants Coordinator – Erin Griffith – Report

A. Action Items

1. RFP Proposals for Buddy Ward Artificial Reef Project

Proposals were due yesterday for the Buddy Ward Artificial Reef Project and today we will open the responses. The project consists of the construction and deployment of at least 25 concrete prefabricated reef modules to construct three reef complexes in the Buddy Ward permit site located approximately 7.5 nautical miles off Bob Sikes Cut. Once the proposals are opened, the proposals will go to a review committee of which we suggest having two members of the Apalachicola Artificial Reef Association (as they are a contributing stakeholder for this project) and one member the FWC Artificial Reef Program. From AARA I would like to recommend Grayson Shepard and Bill Mudd and from FWC, Christine Kittle, a fisheries biologist with the program. Once the proposals are turned over to the committee, a cone of silence between the members of the review committee will be in place until reviewers return their completed score sheets to me before Friday, April 9th for the ranking to be compiled. If there is a consensus amongst the rankings, the committee and county staff will proceed with negotiations with the top ranked proposer and bring to the Board a contract for approval and ratification at your next meeting.

Mr. Pierce and Mr. Moron opened the bid package as follows:

1. Walter Marine from Orange Beach, Alabama

On a motion by Commissioner Parrish, seconded by Commissioner Ward, and by unanimous vote of the Board present, it was agreed to appoint Bill Mudd, Grayson Shepard, and Christine Kittle to the RFP Review Committee. Motion carried 5-0.

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TDC Administrator – John Solomon – Report

A. Informational Item

1. The TDC Collections for the month of January 2021 are $115,730.11, compared to January 2020 which was $54,422.25 this is an increase of $61,307.86 a 112.65% increase over the previous year. January 2020 was the previous highest ever collected in the month of January, this is the largest 1 month increase ever in any month.

Mr. Solomon thanked Mr. Davis and the Parks and Recreational Department for installation of the MOGY mat at Carrabelle Beach.

Attorney Shuler said the County has a cannon on loan to the Apalachicola Maritime Museum and asked the County to relocate the cannon to the new maritime museum. Attorney Shuler said it was placed on loan in 2013 single flair cannon to Apalachicola Maritime Museum which has been closed since Hurricane Michael. Attorney Shuler said the lease agreement does provide for the Board to recall. Attorney Shuler or Mr. Moron can send a letter requesting the cannon be relocated.

On a motion by Commissioner Parrish, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, it was agreed to authorize Attorney Shuler to send a letter to the Apalachicola Maritime Museum requesting the cannon be returned to the County. Motion carried 5-0.

Commissioner Boldt commended Mr. Solomon on the mobile app noting the recent advertisement in the newspaper.

Chairman Jones called by a recess at 9:49 am and resumed the meeting at 10:00 am.

ARPC – Caroline Smith – Presentation

A. Ms. Caroline Smith, Apalachee Regional Planning Council, will review a draft proposal for Code Enforcement Public Workshops in Franklin County. At the end of the presentation she will ask for any questions or comments from the Board.

Ms. Smith said the proposal included holding a workshop series to share best practices in similar communities and take public comment. The information will be compiled in a summary report and presented to the Board. Ms. Smith estimates this to be a summertime project starting around the 1st of June and completing in September. The quote for $6,000 includes staff salaries and travel expenses. The workshops will give an overview of how the county is feeling about code enforcement.

Commissioner Lockley asked if there will be information on how other counties are handling code enforcement. Ms. Smith said that is something they could research and that they did include research time in the estimate.

Chairman Jones asked if the workshops will be held in person or by Zoom. Mr. Moron said they could use the County's Zoom account for the workshops. Chairman Jones said he likes the live option also because some may not have the capability to attend virtually. Commissioner Parrish asked how they will be advertised. Mr. Moron said they will be advertised on the County's website, Oyster Radio, newspaper, and social media.

Commissioner Parrish said he thought each commissioner should attend the meetings in their district to get a good perspective of how their constituents feel about code enforcement. Commissioner Lockley said he believes code enforcement will be a good thing. Commissioner Ward feels that this helps us coordinate data from other communities and will help to avoid commissioners overstepping. Chairman Jones said codes are for safety and that he believes there will be a lot of people ready to speak on this issue. Commissioner Boldt

said he would like for them to share data from similar counties and communities with us as well as guidelines and a recipe for how to do it.

On a motion by Commissioner Lockley, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, it was agreed to approve the proposal from Apalachee Regional Planning Council for the Code Enforcement Public Workshops. Motion carried 5-0.

AVCON -- John Collins -- Update

A. Mr. Collins present the updated set of fuel farm alternative locations exhibits and cost estimates. He will review the option recommended by the Airport Manager, Centric staff and County staff for additional comments or questions from the Board.

Mr. Collins presented three different locations for the fuel farm, asking for the Board's input. Mr. Collins said the Triumph board views the fuel farm as an important asset because it will facilitate 24-hour access to fuel in the event of a hurricane. Mr. Collins said the preferred alternative is option 1C because it will allow us to stay within budget. Mr. Pierce urged the Board to stay within the budget and not go above the funds that are allotted. He said it may be possible to acquire the additional funds from Triumph by amending the application but he would not advise it. Commissioner Parrish said he preferred option 1A. The Board and Mr. Collins discussed the pros and cons of the different options as well as the costs.

Mr. Ted Mosteller spoke to the Board in opposition of the proposed locations of the fuel farm alternative project.

Mr. Gordon Hunter spoke to the Board in opposition of the proposed locations of the fuel farm alternative project.

Commissioner Boldt asked if a public hearing or workshop could be held to discuss the fuel farm alternative project and options.

Commissioner Boldt made a motion to hold a workshop for public input to discuss options for fuel farm location. Commissioner Ward seconded the motion with a comment on whether or not there were any deadlines on the use of the funds from Triumph. The Board discussed the process and how far out the project will be delayed. The Board scheduled the workshop for Wednesday, April 14th at 6:00 p.m.

Motion carried 4-1, Lockley opposed.

Chairman Jones requested a meeting with the airport administration to get a status on addressing the foliage issue.

Mr. Moron inquired on the status of the third runway. Mr. Collins said he will have to look into it. He said the inspector made a recommendation it be classified as a utility runway. Mr. Collins noted that the difference in the classifications is how much we have to clear around the runways and not the actual use.

Commissioner Boldt said whenever you classify a runway and you downgrade it you are impairing the future of the airport. He said we need to look at the vision of Franklin County and how we are growing.

The meeting recessed at 11:29 a.m.

The meeting reconvened at 11:38 a.m.

Chris Langston -- Request

A. Mr. Chris Langston would the Board to support, by a letter of support, Liberty County's efforts in obtaining state-owned property located in Tate's Hell State Forest, specifically the southeast corner, for the mining of fossilized shell to assist in the restoration of oyster reef complexes in Apalachicola Bay.

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Commissioner Lockley made a motion, seconded by Commissioner Ward to approve writing a letter to support Liberty County's efforts in obtaining state-owned property located in Tate's Hell State Forest, specifically the southeast corner, for the mining of fossilized shell to assist in the restoration of oyster reef complexes in Apalachicola Bay with a provision that the County will not be a part of requesting funds to support the project and that the project will not work against the science to restore the bay.

Motion carried 3-2, Chairman Jones and Commissioner Parrish opposed.

ARPC -- Josh Adams -- Update

A. Mr. Adams would like the Board to adopt the Apalachee Regional Resilience Collaborative. He will have a short presentation for the Board.

On a motion by Commissioner Ward, seconded by Commissioner Lockley, and by a unanimous vote of the Board present, it was agreed to adopt the Apalachee Regional Resilience Collaborative. Motion carried 5-0.

Fiscal Manager/Grants Coordinator – Erin Griffith – Report

A. Action Items

1. RFP Proposals for Buddy Ward Artificial Reef Project

Proposals were due yesterday for the Buddy Ward Artificial Reef Project and today we will open the responses. The project consists of the construction and deployment of at least 25 concrete prefabricated reef modules to construct three reef complexes in the Buddy Ward permit site located approximately 7.5 nautical miles off Bob Sikes Cut. Once the proposals are opened, the proposals will go to a review committee of which we suggest having two members of the Apalachicola Artificial Reef Association (as they are a contributing stakeholder for this project) and one member the FWC Artificial Reef Program. From AARA I would like to recommend Grayson Shepard and Bill Mudd and from FWC, Christine Kittle, a fisheries biologist with the program. Once the proposals are turned over to the committee, a cone of silence between the members of the review committee will be in place until reviewers return their completed score sheets to me before Friday, April 9th for the ranking to be compiled. If there is a consensus amongst the rankings, the committee and county staff will proceed with negotiations with the top ranked proposer and bring to the Board a contract for approval and ratification at your next meeting.

Item previously addressed under RFP / RFQ / Bids Opening.

2. Establish Evaluation Committee for County-Wide Sand Dune Restoration Project and SGI Storm Water Improvements

Alan and I have been working with Melissa Beaudry, Langton Consulting, to finalize the RFQs for the two RESTORE Projects- the County-wide Sand Dune Restoration and the St. George Island Stormwater Improvements. The RFQ solicitations have been advertised in the Panama City News Herald, the Apalachicola Times, posted on the county website and posted on the governmental bid platform Demandstar. The Board will open the RFQs at the May 4th meeting.

When the RFQs are opened, the Board will need to create an Evaluation Committee to evaluate the responses and make a recommendation to the Board. The Evaluation Committee needs to be at least 3 people, and could be myself, Alan Pierce, and Mark Curenton. Upon selection of the firm, county staff will then negotiate with the firm to create

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a budget to accomplish the Scope of Work in the RFQ. All costs associated with this work will be paid by RESTORE funds.

The goal of both projects is to develop construction plans and specifications that would be used in advertising for the construction of the projects. While this first phase of the projects is being completed, Langton will be working with Treasury to approve construction funds. It has been our experience it will take at least six months for Treasury to run through its MYIP amendment process.

On a motion by Commissioner Parrish, seconded by Commissioner Ward, and by a unanimous vote of the Board present, the Board appointed Erin Griffith, Alan Pierce, and Mark Curenton to serve on the Evaluation Committee for the Countywide Sand Dune Restoration Project and SGI Storm Water Improvements. Motion carried 5-0.

3. Hurricane Michael FEMA Repairs Eastpoint Fishing Pier and C30A West Washouts

The Eastpoint Fishing Pier Restroom was structurally sound after the storm, however, the damages to the walkways, ramps, rip rap, and parking area was significant. C30West between Apalachicola and Indian Pass had two large washouts caused by extreme wind and surge during Hurricane Michael. Both large projects are in the final phase of design and permitting and the next step will be to advertise for bids for the repairs.

On a motion by Commissioner Ward, seconded by Commissioner Parrish, and by a unanimous vote of the Board present, the Board authorized staff to proceed with the advertising for construction bids for the Eastpoint Fishing Pier Repairs and C30A Washouts Project. Motion carried 5-0.

4. CARES Act Expenditure Summary, Jail Coating and Sheriff's CAD System

Franklin County received $2,115,719 in CARES funding based upon the documented cost of public safety personnel during the pandemic. To date, the county incurred over $1.6 million dollars in direct expenditures related to COVID-19 response efforts. Nearly half of these funds were provided as aid to other governmental agencies (transfers to the Cities of Apalachicola and Carrabelle), grants to local businesses and assistance to local food pantries. The other half of these funds were used for operational expenditures relative to Coronavirus response including disinfectants, barriers, large scale software and computer upgrades to provide cloud-based access with limited interaction, and capital outlay funds for kiosks, message boards and digital scanners. Of the balance available there is one outstanding COVID remediation request for an estimated $62,558 in antibacterial and antimicrobial surfacing of over 10,000 square feet of the jail. Another item for consideration is to pay outright for the $192,855.54 computer animated dispatch system for the Sheriff's Department in lieu of the prior approval to pursue financing for this software. Should the Board proceed with the two proposed items above, this will leave approximately $228,793.11 in CARES funds available. The CARES cost tracking workbook is attached.

On a motion by Commissioner Boldt, seconded by Commissioner Ward, and by a unanimous vote of the Board present, the Board authorized going out to bid for the antibacterial and antimicrobial surfacing of the jail and the utilization of CARES funds for the E-Force Computer Animated Dispatch System in lieu of financing. Motion carried 5-0.

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B. Informational Items

1. Update on Eastpoint and Two Mile Dredging Projects

a. Alan has been in contact with various USACOE personnel for updates on the dredging projects. The status is complicated because there are multiple people working on different parts of the projects. Some Corps staff is working with Washington to push the needed Memorandum of Agreement through the Congressional Budget Office. Other Corps staff is working with FDEP to finalize the Eastpoint Spoil design. The latest variation to the spoil design is the creation of a vegetated fringe along the disposal field to stabilize the perimeter. Because the county owns the spoil disposal area, the Corps say it is county's responsibility to maintain it which entails creating and planting the vegetated fringe. Alan has been in contact with Ms. Jenna Harper, ANERR, and she has tentatively agreed to use her staff and volunteers to plant the vegetation. At this time Mark and Alan have talked about asking the county's Soil Conservation Board, of which they both serve, for the funds to buy the plants that ANERR would use. The budget that Alan and Ms. Harper have discussed is around $5K. The goal would be for the county to provide ANERR with a base quantity of plants which they would grow out so that ANERR would produce more plants that they would use on projects they want to accomplish. FWC must approve the vegetation plan so Alan has been working with FWC staff to develop a suitable plan.

b. After much communication between all parties, in summary the Corps will not initiate dredging in the county until after the peak of the 2021 Hurricane season, which is mid-September. The Corps does not want to create the Eastpoint Disposal area at the start of hurricane season for fear the unconsolidated material will be too fluid if a hurricane, or even a tropical storm, were to come near Eastpoint. The Corps does not want to repeat what happened in 1985, when the Eastpoint channel was dredged and then the 1985 hurricane season came along and moved a lot of the recently dredged material right back into the channel. If this were to happen, the Corps and the County would be out of luck, and out $5M. The Corps is also working on the Two Mile dredging permit with FDEP.

c. The county has received the final version of the Memorandum of Agreement (MOA) from the Corps. It is attached to this report. Alan sent it to Mr. Shuler for his comments. In general, the comments Mr. Shuler and Alan provided the Corps are:

i. There is no commencement date on the MOA. The county does not want to provide funds months in advance of when the dredging occurs. Alan has talked to the Corps and they think they can work the timeline so that the county would provide funds 30 days in advance of dredging.

ii. The MOA says the county will be obligated to pay in full the $5M of local funds within 30 days of signing the MOA, even though they are acknowledging dredging will not occur until at least September, as discussed above. In discussions with Corps staff, they have told Alan that they would not expect full payment as they acknowledge there are two dredging projects. The Corps staff is mulling over wording change. The Corps staff seems willing to accept payment for each project as it occurs. Mr. Shuler is also concerned that the MOA as written provides the Corps with the authority to approve a dredging budget more than the $5M. Mr. Shuler is asking for the Corps to provide the county with the right to reduce the scope to stay within budget.

iii. Section 7 of the Agreement says the Corps gets to keep any county funds in excess of what is used in the project. The Corps staff says that is not is what is intended, as the Corps does return unused funds to the contributor, so the Corps is going to review that language.

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iv. Section 9 of the Agreement does not include the sovereign immunity language established by the State of Florida. Mr. Shuler has asked that this language be included in the Agreement.

Commissioner Ward stated for the record that the County is not the one holding up the dredging project and we are at the mercy of the Corps. Commissioner Lockley echoed Commissioner Ward's comments. Commissioner Boldt said he feels the Corps is holding the bay hostage in connection to the water wars.

d. Alan has confirmed with Consortium staff that the Consortium only works on a reimbursement basis. The Consortium staff thinks the county's project should be awarded in the next few weeks, but since the Consortium will only reimburse the county for work done, it appears it will be necessary to arrange some short-term financing for the projects. In the best scenario, the Corps will allow the county to provide its funds shortly before dredging commences. The county would borrow the money through FAC, front it to the Corps, and then when the Eastpoint Channel is dredged, and the Corps confirms it is completed, the county would then get fully reimbursed by the Consortium. The dredging project is only supposed to take 6 weeks once started, so it is not a long-term financing project. The same scenario would repeat for the Two Mile Channel.

County Coordinator – Michael Morón – Report

A. Action Items

1. E911 Grant & GEOCOMM Software: The Sheriff's Office requested the Chairman's signature on the E911 Rural Grant Application and the GEOCOMM GeoLynx software and support services. Mrs. Griffith reviewed both documents and determined that both are annual agreements.

On a motion by Commissioner Ward, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, the Board ratified the Chairman's signature on the E911 Rural Application and the GeoLynx software and support services. Motion carried 5-0.

2. Ryan Drive: At your January 5th meeting the Board authorized Commissioner Ward to seek quotes and funding to perform repairs to Ryan Drive. Quotes for the repairs are attached and the cost of the repairs will be paid from District Five's paving fund and the City of Carrabelle, who agreed to cost share in this project. The extensive repairs indicates that an emergency declaration should be part of the Board's action in authorizing this project today. In addition, if Commissioner Ward thinks it necessary, authorizing Attorney Shuler to negotiate a cost share agreement with the City of Carrabelle should also be considered today.

On a motion by Commissioner Ward, seconded by Commissioner Boldt, to authorize the repairs to Ryan Drive project, declare it an emergency project, and authorize Attorney Shuler to negotiate a cost share agreement with the City of Carrabelle to pay for half of the repair cost. The total cost to fully repair is $90,065.

Commissioner Ward amended her motion to include the City of Carrabelle agreeing to have their engineer draw a set of plans at no cost to the County and paying for the survey. Commissioner Ward asked that Attorney Shuler add this language to the agreement. Commissioner Boldt seconded the amended motion.

Commissioner Boldt commended the County and the City of Carrabelle on working together on this project.

Motion carried 5-0.

3. SGI Project: While the SGI Landscaping Project is under construction, Commission Jones would like to use $1,650 of his Local Option Gas Tax (LOGT) road paving funds to add receptacles along the right of way of Franklin Boulevard down to the welcome sign.

On a motion by Commissioner Parrish, seconded by Commissioner Lockley, to approve the $1,650 expense to add receptacles along the section of the right of way to be paid out of District 1's paving funds.

Chairman Jones noted this would be installing receptacles to the new palm trees recently added.

Motion carried 5-0.

4. Building Official Agreement Extension: As Mr. Steve Paterson is working on obtaining his Provisional Building Official certificate, it is necessary to extend the agreement with Mr. Garry Millender for Building Official services for the unincorporated county area on a month-to-month basis. Mr. Paterson is waiting for an appointment to appear before the State Board, which should meet later this month, and then he should have his certificate in May.

On a motion by Commissioner Boldt, seconded by Commissioner Ward, and by a unanimous vote of the Board present, the Board agreed to extend the agreement with Mr. Gary Millender for Building Official services for the unincorporated county area on a month-to-month basis.

Attorney Shuler noted the extension would be on the same terms as the previous agreement just on a month-to-month basis.

Motion carried 5-0.

5. Legislative Budget Reductions: As the Board is aware, there is are proposed reductions in the Department of Corrections upcoming state budget that may result in the closing of at least 4 prisons statewide. As far as I know, there is no specific prisons that have been identified, but there is language in the Senate Proposed Appropriations bill that outlines a process leading to consolidation and closure. With the assistance of Mr. Fonda Davis, the Warden is tentatively scheduled to appear at your April 20th meeting, to discuss inmate labor and more than likely proposed prison closings.

There is a proposed $20 million transfer from FDOT's Small County Outreach Program (SCOP) and Small County Road Assistance Program (SCRAP) to a new Rural Arterial

Program that is not as specific about who is eligible to receive funds, which would reduce the amount of available funding for the county.

There are also proposed cuts to healthcare and hospitals, especial Medicaid. Mr. David Walker, Weems CEO, is joining with other state agencies in their efforts to contact Senator Ausley and Representative Shoaf about this possible budget reduction.

I think it is important that this Board continue to discuss all of these proposed cuts with Senator Ausley and Representative Shoaf.

Commissioner Parrish expressed his concern about prison closures noting he had spoken with one of our legislative representatives voicing his concerns. Mr. Moron said we have an advantage of a new building and a disadvantage of shortage in staff. Commissioner Ward said she had spoken to one of our representatives emphasizing the prison being a large employment opportunity for displaced local seafood workers.
Commissioner Boldt voiced his concern and noted the importance of the prison as an employment opportunity for our area. Chairman Jones encouraged the Board to continue

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voicing their concerns to the legislative representatives. Mr. Moron also noted the possible budget cuts for healthcare, hospitals, and Medicaid.

6. FAC Summer Conference: Registration is open for the Florida Association of Counties Annual Conference and Educational Exposition in Orange County from June 29 – July 2, 2021. If you are planning on attending, please inform Mrs. Cortni Bankston as soon as possible so that she can secure your accommodations.

On a motion by Commissioner Lockley, seconded by Commissioner Parrish, and by a unanimous vote of the Board present, it was agreed to authorize travel and expenses for Commissioners, staff, and Attorney Shuler for the FAC Annual Conference and Educational Exposition. Motion carried 5-0.

B. Informational Items

1. Weems Audit: At the Weems Board of Directors March 25, 2021 regular meeting, Mr. Bryan Hall Jr. of Carr, Riggs and Ingram reviewed the 2019 – 2020 audit with the Board. I forwarded the audit to you by email that afternoon. If you have any questions regarding the audit, let me know and I can setup a meeting with Mr. David Walker and/or Mr. Bryan Hall Jr.

Commissioner Boldt spoke briefly on the audit commending hospital management and staff.

2. SGI Bathroom Ribbon Cutting Ceremony: As a reminder, the ribbon cutting ceremony for the new St. George Island bathrooms is scheduled for Tuesday, April 20, 2021 at 2p.m. (ET).

3. FDOT & Causeway Update: At a previous meeting, I was directed to contact FDOT regarding the condition of the northside of the causeway as it was causing distress to drivers that were towing or pulling a load. Carter Johnson, FDOT's Government Affairs Liaison, has been very helpful on this matter. He is in the process of trying to add permanent repairs to the causeway as part of a resurfacing job set for construction late 2022/early 2023, but will try and do some temporary repairs in the interim.

4. FDOT Bridge Reports: Below is a link to FDOT's reports for the bridge over Crooked River on CR67 and the bridge over Womack Creek on CR67. If you have any questions do not hesitate to contact Mr. Howard Nabors, Road and Bridge Superintendent.

5. LSE COVID-19: As authorized by the Board, Chairman Jones signed COVID-19 Local State of Emergency Declarations for the weeks starting March 1st, 8th, 15th, 22nd & 29th.

<u>County Attorney – Michael Shuler – Report</u>

Attorney Shuler noted that he was not able to coordinate the parking ordinance hearing for today but that it is set for the April 20th meeting. Attorney Shuler said he is waiting for follow up from the newspaper to confirm the advertisement publication.

Chairman Jones acknowledged the mobile vendor units, the designated public parking areas and the beach accesses as valid concerns. Chairman Jones said we have not addressed the number of parking spaces designated at each parking area. Chairman Jones voiced his concerns over booting cars before these areas were designated.

Commissioner Boldt echoed the same thing on Alligator Point noting that we need to know how many parking spots we have designated. Attorney Shuler said he had concerns about jumping into booting and immobilization before addressing the issues with parking and non-parking access. Commissioner Boldt

asked if the parking could be included in the ordinance. Attorney Shuler noted that a hearing will be held on April 20th to discuss the issues associated with parking.

Tax Collector Request to Sale County Owned Partial Lots

Attorney Shuler presented a request from the Tax Collector to sale two partial lots in Carrabelle owned by the county to the adjacent property owners. Due to the value being less than $15,000, Attorney Shuler said there was an exception to the general rule where bidding is required. In the event there are two adjacent property owners, the sale would go to the highest bidder.

On a motion by Commissioner Lockley, seconded by Commissioner Boldt, to authorize the sale of the two partial lots in Carrabelle owned by the County to the adjacent property owners.

Chairman Jones asked if the lots were buildable. Attorney Shuler confirmed they were partial lots.

Motion carried 5-0.

Regional 911 MOU

Attorney Shuler recommended the Board authorize Chairman Jones to sign the Regional 911 MOU. Attorney Shuler noted he had some concern with the withdrawal penalty and would have preferred to have a cap on the amount. However, Attorney Shuler believes the benefit to the county outweighs the risk.

On a motion by Commissioner Parrish, seconded by Commissioner Ward, and by a unanimous vote of the Board present, the Board authorized the Chairman's signature on the Regional 911 MOU. Motion carried 5-0.

Chairman Jones would like the Board to discuss creating an ordinance to allow the County to perform maintenance on private roads in order to ensure they are passable by emergency service vehicles. The cost of the improvements would be paid by the property owners. Attorney Shuler said he can present a draft ordinance for the Board's discussion at a future meeting.

Commissioner Boldt requested that Attorney Shuler provide a position paper in regards to the Franklin County MSBU concerns. Attorney Shuler noted the internal operations had already been reviewed by a CPA but he can give a memorandum on the ordinance and what is and isn't required.

Commissioners' Comments

Commissioner Lockley asked for an update on the road by the courthouse. Mr. Moron said there is a major repair needed. Commissioner Ward said the city commissioners reported at their last meeting that they are working to get this repaired.

Chairman Jones asked them to make the parking lot two-way. Attorney Shuler said the state-mandated the street be turned into a one-way street due to ADA requirements. Attorney Shuler misunderstood what road they were referring to. Chairman Jones is requesting that Leslie Street be turned into a two-way.

Attorney Shuler said official action is needed to request the city convert Leslie Street into a two way street.

On a motion by Commissioner Ward, seconded by Commissioner Lockley and Commissioner Boldt, and by a unanimous vote of the Board present, it was agreed to request the City of Apalachicola convert Leslie Street into a two way street. Motion carried 5-0.

Commissioner Lockley a lot of discussion about the airport but he doesn't feel like it is a benefit to our county.

A.

Adjournment

There being no further business to come before the Board, the meeting was adjourned at 1:16 p.m.

_____

Ricky Jones – Chairman

Attest:

_____

Michele Maxwell – Clerk of Courts

File Attachments for Item:

A. Warden Conner will update the Board on inmate labor and recent discussions on prison closings.

Weekly Message

Deputy Secretary Ricky Dixon



Prison Closure Discussions and the Facts
A Message to Staff

Ricky Dixon currently serves as the Deputy Secretary of Institutions. He began his career in 1996 as a correctional officer and worked in eleven prisons to include Lancaster, Lowell, Baker, New River, Lawtey, FSP, Martin, Indian River, Okeechobee, Desoto and Wakulla.

It is very disappointing and concerning to hear it suggested that closing state prisons is the answer to our staffing crisis. Especially, when this suggestion is coming from those that may not have expertise in the corrections profession. Even though the State Senate changed their initial recommendation from closing four prisons to closing one, and even though this may be feasible, it is not acceptable or suitable when considering the associated risks to staff, inmate, and public safety. Let's break down the facts on how closing prisons would negatively impact safety within the facilities and how doing so would impact you personally, even if your facility was not selected as one of the prisons to be closed.

It is true that closing a prison may help neighboring facilities in terms of staffing levels. However, neighboring prisons would not have the available capacity to house all of the inmates from the prison(s) designated for closure. The remainder of these inmates would have to be distributed throughout the state. This means that those housing units we have closed at high vacancy rate prisons, for the purpose of lowering mandatory overtime requirements, would have to be reopened. Doing so would drive up mandatory overtime (negatively affecting work-life balance), increase unmanned critical post hours, as well as escalate the associated violence at those locations. In other words, for every location we help by closing a nearby prison, we compromise countless staff in dozens of other facilities by reopening dorms that were closed due to lack of staff. The simple fact remains staffing is our biggest issue.

These suggestions have been made with very little forethought to the inmate population growth that will most certainly occur in the months and years ahead, and with little consideration to time constraints associated with closing and subsequently reopening prisons. Closing a prison could very well devastate a small community. Reopening a prison following that economic impact on the surrounding community, may not be possible.

Finally, considering your dedication and all you have gone through to keep our prisons staffed – to ask you to drive excessive distances to maintain your employment with FDC or to relocate your family, is simply something we are not willing to do at this time. Others are, but we are not! Recent survey results reinforce our concern over the number of staff we would lose if we were to take this approach. Over 71% of you indicated you were not willing to commit to relocating should your prison be selected for closure.

Secretary Inch has clearly articulated solutions to our agency's staffing crisis and those solutions are expressed in the Governor's Budget Recommendation. Familiarized yourself with the Secretary's most recent message to staff where he clearly expressed our position regarding this topic (http://dcweb/secretary_msg/2021/04-02-IO.pdf). Closing entire prisons, overpopulating remaining prisons, exacerbating an already dangerous work environment, driving up mandatory overtime and expecting you to commute and/or uproot your families, is not the answer.

I encourage each of you to become active participants in this process. On your own time, please contact your elected representative(s) and/or your certified labor organization to let them know your thoughts:

State Representative (https://www.myfloridahouse.gov/findyourrepresentative);

State Senator (https://www.flsenate.gov/Senators/Find);

Certified Labor Organization (https://www.flpba.org/contact/).

Thank you for your support and continued dedication as we work toward real solutions that will ultimately result in much safer and appropriately staffed prisons.

File Attachments for Item:

A. Informational Item

1. Detail of Work Performed and Material Hauled by District (agenda packet)

April 15, 2021

A.

Franklin County Road Department

Detail of Work Performed and Material Hauled by District

Detail from 3/25/2021 - 4/14/2021

District 1

Work Performed:	Date	Road
Pot hole Repair (Fill)	3/25/2021	Power Drive
Loaded Trucks, Road Repair	3/25/2021	Pruett Road
Flagged	3/25/2021	Pruett Road
Shoulder Work, Cut dirt off shoulder of road, Road Repair	3/25/2021	Pruett Road
Litter Pickup	3/25/2021	Norvell Street
Litter Pickup	3/25/2021	Washington Street
Litter Pickup	3/25/2021	Segree Street
Litter Pickup	3/25/2021	Shuler Avenue
Litter Pickup	3/25/2021	School Road
Litter Pickup	3/25/2021	3rd Street
Pot hole Repair (Fill)	3/25/2021	Hickory Dip Road
Pot hole Repair (Fill)	3/25/2021	Gilbert Street
Pot hole Repair (Fill)	3/25/2021	Barber Drive
Pot hole Repair (Fill)	3/25/2021	State Street
Pot hole Repair (Fill)	3/25/2021	Shuler Avenue
Pot hole Repair (Fill)	3/25/2021	Power Drive
Pot hole Repair (Fill)	3/25/2021	Hickory Dip Road
Pot hole Repair (Fill)	3/25/2021	Gilbert Street
Pot hole Repair (Fill)	3/25/2021	Barber Drive
Pot hole Repair (Fill)	3/25/2021	State Street
Pot hole Repair (Fill)	3/25/2021	Shuler Avenue
Litter Pickup	3/25/2021	1st Street
Rocked ends of culvert pipes	3/29/2021	3rd Street
Rocked ends of culvert pipes	3/29/2021	Twin Lakes Road
Rocked ends of culvert pipes	3/29/2021	3rd Street
Rocked ends of culvert pipes	3/29/2021	Lily Circle
Rocked ends of culvert pipes	3/29/2021	3rd Street
Rocked ends of culvert pipes	3/29/2021	Twin Lakes Road
Rocked ends of culvert pipes	3/29/2021	Lily Circle
Rocked ends of culvert pipes	3/29/2021	Twin Lakes Road
Rocked ends of culvert pipes	3/29/2021	Lily Circle
Litter Pickup	3/31/2021	Dunlap Road
Rocked ends of culvert pipes, Litter Pickup	3/31/2021	N Bay Shore Drive
Rocked ends of culvert pipes	3/31/2021	N Bay Shore Drive
Litter Pickup	3/31/2021	Avenue A (District 1)
Rocked ends of culvert pipes	3/31/2021	N Bay Shore Drive
Driveway repair, Shoulder Work	4/1/2021	Avenue A (District 1)
Litter Pickup	4/1/2021	South Franklin Street
Litter Pickup	4/1/2021	Creamer Street
Litter Pickup	4/1/2021	Hatfield Street
Litter Pickup	4/1/2021	Avenue D
Litter Pickup	4/1/2021	David Street
Pot[illegible]pair (Fill)	4/1/2021	School Road
Litter Pickup	4/1/2021	Twin Lakes Road

District 1

Work Performed:	**Da**	**Road**
Litter Pickup	4/1/2021	Lucius Crum Road
Litter Pickup	4/1/2021	Smith Street
Litter Pickup	4/1/2021	Old Ferry Dock Road
Litter Pickup	4/1/2021	Lucius Crum Road
Litter Pickup	4/1/2021	Creamer Street
Litter Pickup	4/1/2021	Begonia Street
Litter Pickup	4/1/2021	1st Street
Litter Pickup	4/1/2021	Creamer Street
Litter Pickup	4/1/2021	Begonia Street
Litter Pickup	4/1/2021	2nd Street
Litter Pickup	4/1/2021	1st Street
Sign Maintenance	4/1/2021	Franklin Blvd (State Road)
Litter Pickup	4/1/2021	Carroll Street
Litter Pickup	4/1/2021	2nd Street
Flagged	4/6/2021	Washington Street
Cleaned ditches, Dig out ditches	4/6/2021	Washington Street
Litter Pickup	4/6/2021	Tallahassee Street
Litter Pickup	4/6/2021	Patton Drive
Litter Pickup	4/6/2021	David Street
Litter Pickup	4/6/2021	Varnes Street
Litter Pickup	4/6/2021	School Road
Litter Pickup	4/6/2021	Tip Tucker Road
Litter Pickup	4/6/2021	2nd Street
Litter Pickup	4/6/2021	1st Street
Litter Pickup	4/6/2021	Avenue A (District 1)
Litter Pickup	4/6/2021	Twin Lakes Road
Litter Pickup	4/6/2021	Jefferson Street
Litter Pickup	4/6/2021	Twin Lakes Road
Litter Pickup	4/6/2021	Adams Street
Litter Pickup	4/6/2021	Jefferson Street
Litter Pickup	4/6/2021	Twin Lakes Road
Litter Pickup	4/6/2021	N Franklin Street
Litter Pickup	4/6/2021	Adams Street
Litter Pickup	4/6/2021	Jefferson Street
Litter Pickup	4/6/2021	Adams Street
Sign Maintenance	4/7/2021	Franklin Blvd (State Road)
Litter Pickup	4/7/2021	Old Ferry Dock Road
Litter Pickup	4/7/2021	Power Drive
Driveway repair	4/7/2021	Ridgecrest Parkway
Litter Pickup	4/7/2021	N Bay Shore Drive
Litter Pickup	4/7/2021	Old Ferry Dock Road
Sign Maintenance	4/7/2021	E Pine Avenue
Culvert installation	4/7/2021	Ridgecrest Parkway
Litter Pickup	4/7/2021	Power Drive
Driveway repair, Rake Shoulders of Road	4/7/2021	Ridgecrest Parkway
Sign Maintenance	4/7/2021	Franklin Blvd (State Road)
Sign Maintenance	4/7/2021	E Pine Avenue
Litt[illegible]p	4/7/2021	Power Drive
Litter Pickup	4/7/2021	Old Ferry Dock Road

District 1

Work Performed:	Da	Road
Rake Shoulders of Road, Driveway repair	4/7/2021	Ridgecrest Parkway
Rake, Driveway repair	4/7/2021	Ridgecrest Parkway
Litter Pickup	4/7/2021	Old Ferry Dock Road
Litter Pickup	4/7/2021	N Bay Shore Drive
Culvert installation	4/7/2021	Ridgecrest Parkway
Litter Pickup	4/7/2021	N Bay Shore Drive
Litter Pickup	4/7/2021	N Bay Shore Drive
Graded Road(s)	4/8/2021	Carroll Street
Sign Maintenance	4/12/2021	E Pine Avenue
Solar Panel Radar Sign (Installed)	4/12/2021	South Bay Shore Drive
Litter Pickup	4/12/2021	South Bay Shore Drive
Litter Pickup	4/12/2021	Begonia Street
Checked county roads for safety of traveling for public	4/12/2021	County Roads, St. George Island
Litter Pickup	4/12/2021	Tip Tucker Road
Litter Pickup	4/12/2021	South Bay Shore Drive
Checked county roads for safety of traveling for public	4/12/2021	County Roads Eastpoint, Ricky Jones
Pot hole Repair (Fill)	4/13/2021	W 8th Street
Pot hole Repair (Fill)	4/13/2021	W 10th Street
Sign Maintenance	4/13/2021	South Bay Shore Drive
Sign Maintenance	4/13/2021	South Bay Shore Drive
Pot hole Repair (Fill)	4/13/2021	W Bay Shore Drive
Pot hole Repair (Fill)	4/13/2021	W 10th Street
Pot hole Repair (Fill)	4/13/2021	E 3rd Street
Sign Maintenance	4/13/2021	Washington Street
Pot hole Repair (Fill)	4/13/2021	W 5th Street
Pot hole Repair (Fill)	4/13/2021	W 5th Street
Pot hole Repair (Fill)	4/13/2021	W 10th Street
Pot hole Repair (Fill)	4/13/2021	Power Drive
Pot hole Repair (Fill)	4/13/2021	W 11th Street
Sign Maintenance	4/13/2021	Washington Street
Pot hole Repair (Fill)	4/13/2021	Sago Drive
Solar Panel Radar Sign (Installed)	4/13/2021	South Bay Shore Drive
Pot hole Repair (Fill)	4/13/2021	Magnolia Court
Pot hole Repair (Fill)	4/13/2021	W 11th Street
Pot hole Repair (Fill)	4/13/2021	E Bay Shore Drive
Pot hole Repair (Fill)	4/13/2021	Sago Drive
Pot hole Repair (Fill)	4/13/2021	W 10th Street
Pot hole Repair (Fill)	4/13/2021	W 11th Street
Pot hole Repair (Fill)	4/13/2021	W 8th Street
Pot hole Repair (Fill)	4/13/2021	W 5th Street
Pot hole Repair (Fill)	4/13/2021	E 10th Street
Pot hole Repair (Fill)	4/13/2021	W 8th Street
Pot hole Repair (Fill)	4/13/2021	Ridgecrest Parkway
Pot hole Repair (Fill)	4/13/2021	Sago Drive
Pot hole Repair (Fill)	4/13/2021	E 3rd Street
Pot hole Repair (Fill)	4/13/2021	E 3rd Street
Pot hole Repair (Fill)	4/13/2021	Magnolia Court
Pot hole Repair (Fill)	4/13/2021	W 1st Street
Pot hole Repair (Fill)	4/13/2021	Ridgecrest Parkway

District 1

Work Performed:	**Da**	**Road**
Pot hole Repair (Fill)	4/13/2021	Power Drive
Pot hole Repair (Fill)	4/13/2021	W Bay Shore Drive
Pot hole Repair (Fill)	4/13/2021	Magnolia Court
Flagged	4/14/2021	Sago Drive
Litter Pickup	4/14/2021	Washington Street
Litter Pickup	4/14/2021	David Street
Litter Pickup	4/14/2021	Avenue A (District 1)
Litter Pickup	4/14/2021	School Road
Litter Pickup	4/14/2021	Tip Tucker Road
Cut grass in ditches	4/14/2021	South Bay Shore Drive
Trim Trees, Cut bushes back, Cut grass in ditches	4/14/2021	South Bay Shore Drive
Trim Trees, Cut bushes back, Cut grass in ditches	4/14/2021	South Bay Shore Drive
Culvert installation	4/14/2021	Sago Drive
Trim Trees, Cut bushes back	4/14/2021	South Bay Shore Drive

0

Material HAUL From:	**Date**	**Road**	**Cubic Yards**	**Tons**
Debris	3/25/2021	Pruett Road	54	0
Debris		**TOTAL**	**54**	**0**
Ditch Dirt	4/6/2021	Washington Street	90	0
Ditch Dirt		**TOTAL**	**90**	**0**
Litter	3/25/2021	3rd Street	0.5	0
Litter	3/25/2021	2nd Street	0.5	0
Litter	3/25/2021	1st Street	0.5	0
Litter	3/25/2021	School Road	0.5	0
Litter	3/25/2021	Shuler Avenue	0.5	0
Litter	3/25/2021	Segree Street	0.5	0
Litter	3/25/2021	Washington Street	0.5	0
Litter	3/25/2021	Norvell Street	0.5	0
Litter	3/25/2021	Jefferson Street	0.5	0
Litter	3/31/2021	Avenue A (District 1)	0.5	0
Litter	3/31/2021	Dunlap Road	0.5	0
Litter	4/1/2021	2nd Street	0.5	0
Litter	4/1/2021	David Street	0.200000003	0
Litter	4/1/2021	South Franklin Street	0.200000003	0
Litter	4/1/2021	Creamer Street	0.200000003	0
Litter	4/1/2021	Hatfield Street	0.200000003	0
Litter	4/1/2021	1st Street	0.5	0
Litter	4/1/2021	Twin Lakes Road	0.200000003	0
Litter	4/1/2021	Avenue D	0.200000003	0
Litter	4/1/2021	Lucius Crum Road	0.5	0
Litter	4/1/2021	Old Ferry Dock Road	0.200000003	0
Litter	4/1/2021	Smith Street	0.200000003	0
Litter	4/1/2021	Carroll Street	0.200000003	0
Litter	4/1/2021	Creamer Street	0.5	0
Litter	4/1/2021	Begonia Street	0.5	0
Litter	4/6/2021	1st Street	0.5	0
Litter	4/6/2021	School Road	0.5	0

District 1

Material HAUL From:	Da	Road	Cubic Yards	Tons
Litter	4/6/2021	David Street	0.5	0
Litter	4/6/2021	Varnes Street	0.5	0
Litter	4/6/2021	Adams Street	1	0
Litter	4/6/2021	Tip Tucker Road	0.5	0
Litter	4/6/2021	2nd Street	0.5	0
Litter	4/6/2021	Jefferson Street	1	0
Litter	4/6/2021	Tallahassee Street	0.5	0
Litter	4/6/2021	Avenue A (District 1)	3	0
Litter	4/6/2021	Twin Lakes Road	1	0
Litter	4/7/2021	Power Drive	0.200000003	0
Litter	4/7/2021	Old Ferry Dock Road	0.200000003	0
Litter	4/7/2021	N Bay Shore Drive	0.200000003	0
Litter	4/12/2021	Tip Tucker Road	0.200000003	0
Litter	4/14/2021	David Street	0.100000001	0
Litter	4/14/2021	Tip Tucker Road	0.100000001	0
Litter	4/14/2021	Washington Street	0.100000001	0
Litter	4/14/2021	Avenue A (District 1)	0.100000001	0
Litter	4/14/2021	School Road	0.100000001	0
Litter		**TOTAL**	**20.60000005**	**0**
Shoulder Dirt	3/25/2021	Pruett Road	36	0
Shoulder Dirt		**TOTAL**	**36**	**0**

Material HAUL To:	Date	Road	Cubic Yards	Tons
15" X 20' Culvert BP	4/7/2021	Ridgecrest Parkway	1	0
15" X 20' Culvert BP		**TOTAL**	**1**	**0**
Black Dirt	4/7/2021	Ridgecrest Parkway	18	0
Black Dirt	4/14/2021	Sago Drive	18	0
Black Dirt		**TOTAL**	**36**	**0**
Cold Mix, Asphalt	3/25/2021	Shuler Avenue	0.5	0
Cold Mix, Asphalt	3/25/2021	Hickory Dip Road	0.5	0
Cold Mix, Asphalt	3/25/2021	Barber Drive	0.5	0
Cold Mix, Asphalt	3/25/2021	State Street	0.5	0
Cold Mix, Asphalt	3/25/2021	Gilbert Street	0.5	0
Cold Mix, Asphalt	3/25/2021	Power Drive	0.5	0
Cold Mix, Asphalt	4/13/2021	W Bay Shore Drive	0.200000003	0
Cold Mix, Asphalt	4/13/2021	W 5th Street	0.200000003	0
Cold Mix, Asphalt	4/13/2021	W 1st Street	0.200000003	0
Cold Mix, Asphalt	4/13/2021	W 8th Street	0.200000003	0
Cold Mix, Asphalt	4/13/2021	W 10th Street	0.200000003	0
Cold Mix, Asphalt	4/13/2021	E 3rd Street	0.200000003	0
Cold Mix, Asphalt	4/13/2021	W 11th Street	0.200000003	0
Cold Mix, Asphalt		**TOTAL**	**4.400000021**	**0**
Dirty 89 Lime Rock	3/25/2021	Pruett Road	36	0
Dirty 89 Lime Rock	3/25/2021	Pruett Road	36	0
Dirty 89 Lime Rock	4/1/2021	Avenue A (District 1)	4	0
Dirty 89 Lime Rock	4/7/2021	Ridgecrest Parkway	9	0
Dirty 89 Lime Rock	4/14/2021	Sago Drive	18	0

District 1

Material HAUL To:	Da	A.	Road	Cubic Yards	Tons
Dirty 89 Lime Rock			**TOTAL**	**103**	**0**
Milled Asphalt	4/1/2021		School Road	9	0
Milled Asphalt	4/13/2021		Ridgecrest Parkway	0.200000003	0
Milled Asphalt	4/13/2021		Power Drive	0.200000003	0
Milled Asphalt	4/13/2021		Magnolia Court	0.200000003	0
Milled Asphalt	4/13/2021		Sago Drive	0.200000003	0
Milled Asphalt			**TOTAL**	**9.800000012**	**0**
Rip Rap	3/31/2021		N Bay Shore Drive	2	0
Rip Rap			**TOTAL**	**2**	**0**

District 2

Work Performed:	Date	Road
Box drag	3/25/2021	3rd Street E (City of Carrabelle)
Box drag	3/25/2021	5th Street E (City of Carrabelle)
Box drag	3/25/2021	4th Street E (City of Carrabelle)
Litter Pickup	3/25/2021	CR67
Litter Pickup	3/29/2021	CR67
Litter Pickup	3/29/2021	West Drive
Litter Pickup	3/29/2021	Kendrick Road
Litter Pickup	3/29/2021	Lake Morality Road
Litter Pickup	3/29/2021	CR67
Litter Pickup	3/29/2021	West Drive
Litter Pickup	3/29/2021	Baywood Drive (City of Carrabelle)
Litter Pickup	3/29/2021	Lake Morality Road
Litter Pickup	3/30/2021	CR67
Litter Pickup	3/30/2021	CR67
Litter Pickup	3/30/2021	CR67
Litter Pickup	3/30/2021	CR67
Box drag	3/31/2021	David Patton park (City of Carrabelle)
Box drag	3/31/2021	Jeff Sanders Road
Box drag	3/31/2021	McIntyre Road
Sign Maintenance	3/31/2021	Alligator Drive
Litter Pickup	3/31/2021	Alligator Drive
Litter Pickup	3/31/2021	Alligator Drive
Graded Road(s)	4/1/2021	Alligator Drive (Temporary Road)
Cut Trees down and removed	4/1/2021	McIntyre Road
Sign Maintenance	4/1/2021	County Roads, Lanark
Sign Maintenance	4/1/2021	County Roads, Carrabelle, Bert B. Boldt II
Travel	4/1/2021	Alligator Drive (Temporary Road)
Flagged	4/1/2021	Alligator Drive (Temporary Road)
Flagged	4/1/2021	Alligator Drive (Temporary Road)
Graded Road(s)	4/6/2021	McIntyre Road
Box drag	4/6/2021	Duvall Road
Box drag	4/7/2021	David Patton park (City of Carrabelle)
Sign Maintenance	4/7/2021	CR67
Box drag	4/7/2021	I Avenue NE (City of Carrabelle)
Sign Maintenance	4/7/2021	CR67
Box drag	4/7/2021	11th Street E (City of Carrabelle)

District 2

Work Performed:	**Da**	**Road**
Box drag	4/7/2021	Jeff Sanders Road
Box drag	4/7/2021	9th Street E (City of Carrabelle)
Box drag	4/7/2021	Avenue D NE (City of Carrabelle)
Graded Road(s), Road Repair	4/7/2021	McIntyre Road
Driveway repair	4/8/2021	Avenue D NE (City of Carrabelle)
Driveway repair	4/8/2021	Avenue D NE (City of Carrabelle)
Driveway repair	4/8/2021	Avenue D NE (City of Carrabelle)
Driveway repair	4/8/2021	Avenue D NE (City of Carrabelle)
Driveway repair	4/8/2021	Avenue D NE (City of Carrabelle)
Driveway repair	4/8/2021	Avenue D NE (City of Carrabelle)
Driveway repair	4/8/2021	Avenue D NE (City of Carrabelle)
Checked county roads for safety of traveling for public	4/12/2021	Duvall Road
Checked county roads for safety of traveling for public	4/12/2021	McIntyre Road
Checked county roads for safety of traveling for public	4/12/2021	Rio Vista Drive
Checked county roads for safety of traveling for public	4/12/2021	Duvall Road
Checked county roads for safety of traveling for public	4/12/2021	McIntyre Road
Checked county roads for safety of traveling for public	4/12/2021	Rio Vista Drive
Flagged	4/13/2021	7th Street E (City of Carrabelle)
Culvert installation	4/13/2021	7th Street E (City of Carrabelle)
Box drag	4/13/2021	Jeff Sanders Road
Box drag	4/13/2021	Avenue D NE (City of Carrabelle)
Box drag	4/13/2021	11th Street E (City of Carrabelle)
Box drag	4/13/2021	9th Street E (City of Carrabelle)
Culvert installation	4/14/2021	Putnal Street
Flagged	4/14/2021	Putnal Street
Litter Pickup	4/14/2021	CR67
Cut grass in ditches, Cleaned ditches	4/14/2021	Jeff Sanders Road
Cut grass in ditches, Cleaned ditches	4/14/2021	Oak Street (Louisiana Ave/Pinewood Ave)
Litter Pickup	4/14/2021	CR67
Weed Eat & Cut Grass around signs & Culverts, Cleaned ditches	4/14/2021	Jeff Sanders Road
Weed Eat & Cut Grass around signs & Culverts, Cleaned ditches	4/14/2021	Oak Street (Louisiana Ave/Pinewood Ave)
		0

Material HAUL From:	**Date**	**Road**	**Cubic Yards**	**Tons**
Litter	3/25/2021	CR67	5	0
Litter	3/29/2021	West Drive	0.300000012	0
Litter	3/29/2021	Baywood Drive (City of Carrabelle)	0.300000012	0
Litter	3/29/2021	West Drive	0.300000012	0
Litter	3/29/2021	Lake Morality Road	0.200000003	0
Litter	3/29/2021	Kendrick Road	0.300000012	0
Litter	3/29/2021	CR67	0.300000012	0
Litter	3/29/2021	Lake Morality Road	3	0
Litter	3/30/2021	CR67	4	0
Litter	3/30/2021	CR67	2	0
Litter	4/14/2021	CR67	2	0
Litter		**TOTAL**	**17.70000006**	**0**

Material HAUL To:	**Date**	**Road**	**Cubic Yards**	**Tons**
Bla	4/7/2021	Crooked River Road	36	0
Bla	4/13/2021	7th Street E (City of Carrabelle)	18	0

District 2

Material HAUL To:	Da	Road	Cubic Yards	Tons
Black Dirt	4/14/2021	Putnal Street	18	0
Black Dirt	4/14/2021	Putnal Street	18	0
Black Dirt		**TOTAL**	**90**	**0**
Dirty 89 Lime Rock	3/31/2021	Jeff Sanders Road	18	0
Dirty 89 Lime Rock	4/1/2021	Alligator Drive (Temporary Road)	0	18.1499996185
Dirty 89 Lime Rock	4/1/2021	Alligator Drive (Temporary Road)	0	18.1200008392
Dirty 89 Lime Rock	4/8/2021	Avenue D NE (City of Carrabelle)	9	0
Dirty 89 Lime Rock	4/13/2021	7th Street E (City of Carrabelle)	18	0
Dirty 89 Lime Rock	4/14/2021	Putnal Street	36	0
Dirty 89 Lime Rock		**TOTAL**	**81**	**36.2700004578**

District 3

Work Performed:	Date	Road
Litter Pickup	3/25/2021	2nd St
Litter Pickup	3/29/2021	Martin Luther King Jr. Ave. (City of Apalachic
Litter Pickup	3/29/2021	Coach Wagner Blvd (14th Street) (City of Apalachicola)
Litter Pickup	3/29/2021	Avenue L (City of Apalachicola)
Litter Pickup	3/30/2021	9th Street (City of Apalachicola)
Litter Pickup	3/30/2021	Avenue L (City of Apalachicola)
Litter Pickup	3/30/2021	9th Street (City of Apalachicola)
Litter Pickup	3/30/2021	Avenue I (City of Apalachicola)
Litter Pickup	3/31/2021	Weems Memorial Hospital
Litter Pickup	3/31/2021	Health Department (Apalachicola)
Litter Pickup	3/31/2021	8th Street (City of Apalachicola)
Litter Pickup	3/31/2021	10th Street (City of Apalachicola)
Litter Pickup	4/1/2021	22nd Avenue (City of Apalachicola)
Litter Pickup	4/1/2021	James Clay Street (City of Apalachicola)
Litter Pickup	4/6/2021	21st Avenue (City of Apalachicola)
Litter Pickup	4/6/2021	20th Avenue (City of Apalachicola)
Litter Pickup	4/6/2021	Earl King Street (City of Apalachicola)
Cleaned out culverts	4/12/2021	24th Avenue (City of Apalachicola)
		0

Material HAUL From:	Date	Road	Cubic Yards	Tons
Litter	3/30/2021	9th Street (City of Apalachicola)	0.5	0
Litter	3/30/2021	Avenue I (City of Apalachicola)	0.5	0
Litter	4/6/2021	20th Avenue (City of Apalachicola)	0.5	0
Litter	4/6/2021	Earl King Street (City of Apalachicola)	0.5	0
Litter	4/6/2021	21st Avenue (City of Apalachicola)	0.5	0
Litter		**TOTAL**	**2.5**	**0**

District 4

Work Performed:	Date	Road
Cleaned out culverts	3/25/2021	Timberwood Court
Ground Maintenance (Cut grass, picked up litter, Weed Eat)	3/25/2021	Emergency Management (Apalachicola)
Install poles for camera's	3/29/2021	Pine Log Boat Ramp
Rocked ends of culvert pipes	3/29/2021	Bluff Road
Rocked ends of culvert pipes	3/29/2021	Bluff Road
Rocked ends of culvert pipes	3/29/2021	Bluff Road

District 4

Work Performed:	Da	Road
Install poles for camera's	3/29/2021	Pine Log Boat Ramp
Sign Maintenance	3/29/2021	Bluff Road
Install poles for camera's	3/29/2021	Pine Log Boat Ramp
Sign Maintenance	3/30/2021	Bluff Road
Driveway repair	3/30/2021	Hathcock Road
Litter Pickup	3/30/2021	Rosemont Street
Litter Pickup	3/30/2021	Pinewood Street
Litter Pickup	3/30/2021	Connector Road
Driveway repair	3/30/2021	Hathcock Road
Litter Pickup	3/30/2021	Highland Park Road
Litter Pickup	3/30/2021	Pinewood Street
Litter Pickup	3/30/2021	Cypress Street
Litter Pickup	3/30/2021	Connector Road
Litter Pickup	3/30/2021	Highland Park Road
Litter Pickup	3/31/2021	Brownsville Road
Litter Pickup	3/31/2021	Pal Rivers Road
Driveway repair	3/31/2021	Peachtree Road
Litter Pickup	4/1/2021	8 Mile
Litter Pickup	4/1/2021	Squire Road
Litter Pickup	4/1/2021	10 Mile
Litter Pickup	4/1/2021	Peachtree Road
Shoulder Work	4/6/2021	Bluff Road
Shoulder Work	4/6/2021	Pal Rivers Road
Litter Pickup	4/6/2021	Bluff Road
Sign Maintenance	4/6/2021	Bayshore Drive
Litter Pickup	4/12/2021	Rosemont Street
Litter Pickup	4/12/2021	Highland Park Road
Litter Pickup	4/12/2021	Connector Road
Litter Pickup	4/12/2021	Pinewood Street
Litter Pickup	4/12/2021	Cypress Street
Litter Pickup	4/12/2021	Pal Rivers Road
Litter Pickup	4/12/2021	Thomas Drive
Litter Pickup	4/12/2021	Bike Path (Apalachicola)
Litter Pickup	4/12/2021	Chapman Road
Litter Pickup	4/12/2021	Alan Drive
Cut grass in ditches, Trim Trees	4/14/2021	Bayshore Drive

0

Material HAUL From:	Date	Road	Cubic Yards	Tons
Litter	3/30/2021	Cypress Street	0.5	0
Litter	3/30/2021	Connector Road	0.5	0
Litter	3/30/2021	Pinewood Street	0.5	0
Litter	3/30/2021	Highland Park Road	0.5	0
Litter	4/6/2021	Bluff Road	0.5	0
Litter	4/12/2021	Alan Drive	0.200000003	0
Litter	4/12/2021	Highland Park Road	0.200000003	0
Litter	4/12/2021	Rosemont Street	0.200000003	0
Litter	4/12/2021	Connector Road	0.200000003	0
Litter	4/12/2021	Pinewood Street	0.200000003	0

District 4

Material HAUL From:	**Da**	**Road**	**Cubic Yards**	**Tons**
Litter	4/12/2021	Cypress Street	0.200000003	0
Litter	4/12/2021	Pal Rivers Road	0.200000003	0
Litter	4/12/2021	Thomas Drive	0.200000003	0
Litter	4/12/2021	Chapman Road	0.200000003	0
Litter	4/12/2021	Brownsville Road	0.200000003	0
Litter	4/12/2021	26th Avenue	0.200000003	0
Litter	4/12/2021	Kevin Road	0.200000003	0
Litter	4/12/2021	Bayview Drive	0.200000003	0
Litter	4/12/2021	Moses Road	0.200000003	0
Litter	4/12/2021	Jackie Whitehurst Street	0.200000003	0
Litter	4/12/2021	Oyster Road	0.200000003	0
Litter	4/12/2021	Tilton Road	0.200000003	0
Litter	4/12/2021	Bike Path (Apalachicola)	0.200000003	0
Litter		**TOTAL**	**6.100000054**	**0**

Material HAUL To:	**Date**	**Road**	**Cubic Yards**	**Tons**
Cold Mix, Asphalt	3/30/2021	Hathcock Road	3	0
Cold Mix, Asphalt		**TOTAL**	**3**	**0**
Dirty 89 Lime Rock	3/31/2021	Peachtree Road	9	0
Dirty 89 Lime Rock	4/6/2021	Bluff Road	4	0
Dirty 89 Lime Rock	4/6/2021	Pal Rivers Road	4	0
Dirty 89 Lime Rock		**TOTAL**	**17**	**0**

District 5

Work Performed:	**Date**	**Road**
Litter Pickup	3/25/2021	7th Street
Litter Pickup	3/25/2021	8th Street
Box drag	3/25/2021	Avenue G NW (City of Carrabelle)
Box drag	3/25/2021	Mill Road
Litter Pickup	3/25/2021	4th Street
Litter Pickup	3/25/2021	6th Street
Pot hole Repair (Fill)	3/25/2021	Cypress Lane
Pot hole Repair (Fill)	3/25/2021	Cypress Lane
Pot hole Repair (Fill)	3/25/2021	Bear Creek Rd
Pot hole Repair (Fill)	3/25/2021	Bear Creek Rd
Litter Pickup	3/29/2021	Sanborn Road
Rocked ends of culvert pipes	3/29/2021	Ridge Road
Litter Pickup	3/29/2021	Sanborn Road
Litter Pickup	3/29/2021	Carlton Millender Road
Rocked ends of culvert pipes	3/29/2021	Ridge Road
Rocked ends of culvert pipes	3/29/2021	Ridge Road
Rocked ends of culvert pipes, Litter Pickup	3/31/2021	10th Street
Litter Pickup	3/31/2021	Otterslide Road
Litter Pickup	3/31/2021	10th Street
Litter Pickup	3/31/2021	Wilderness Road
Litter Pickup	3/31/2021	Avenue A (District 5)
	3/31/2021	Otterslide Road
Rocked ends of culvert pipes	3/31/2021	7th Street
Rocked ends of culvert pipes	3/31/2021	10th Street

District 5

Work Performed:	Da	Road
Litter Pickup	3/31/2021	Otterslide Road
Rocked ends of culvert pipes, Litter Pickup	3/31/2021	7th Street
Driveway repair, Shoulder Work	4/1/2021	Ridge Road
Sign Maintenance	4/1/2021	County Roads, Carrabelle, Jessica Ward
Litter Pickup	4/6/2021	Otterslide Road
Litter Pickup	4/6/2021	Otterslide Road
Litter Pickup	4/6/2021	CC Land
Litter Pickup	4/6/2021	Wilderness Road
Box drag	4/6/2021	Quail Run Drive
Box drag	4/6/2021	Herndon Road
Litter Pickup	4/6/2021	Otterslide Road
Driveway repair	4/7/2021	Frank McKamey Way
Driveway repair	4/7/2021	Frank McKamey Way
Driveway repair	4/7/2021	Frank McKamey Way
Driveway repair	4/7/2021	Frank McKamey Way
Graded Road(s), Road Repair	4/7/2021	Mill Road
Litter Pickup	4/7/2021	Power Line Road (Forestry Road #166)
Pull ditches	4/8/2021	CC Land
Sign Maintenance	4/8/2021	Lagoon Street
Driveway repair	4/8/2021	Georgia Avenue (City of Carrabelle)
Driveway repair	4/8/2021	Georgia Avenue (City of Carrabelle)
Sign Maintenance	4/8/2021	Messer Road
Driveway repair	4/8/2021	Georgia Avenue (City of Carrabelle)
Driveway repair	4/8/2021	Georgia Avenue (City of Carrabelle)
Driveway repair	4/8/2021	Georgia Avenue (City of Carrabelle)
Driveway repair	4/8/2021	Georgia Avenue (City of Carrabelle)
Flagged	4/8/2021	CC Land
Flagged	4/8/2021	CC Land
Driveway repair	4/8/2021	Georgia Avenue (City of Carrabelle)
Checked county roads for safety of traveling for public	4/12/2021	Mill Road
Driveway repair	4/12/2021	Wilderness Road
Litter Pickup	4/12/2021	Ridge Road
Litter Pickup	4/12/2021	Bear Creek Rd
Checked county roads for safety of traveling for public	4/12/2021	Sand Beach Road
Checked county roads for safety of traveling for public	4/12/2021	Bloody Bluff Road
Litter Pickup	4/12/2021	Wilderness Road
Checked county roads for safety of traveling for public	4/12/2021	North Road
Checked county roads for safety of traveling for public	4/12/2021	Brick Yard Road (Forestry Road #129)
Checked county roads for safety of traveling for public	4/12/2021	Hickory Landing Road (Forestry Road #101-E
Checked county roads for safety of traveling for public	4/12/2021	Sand Beach Road
Checked county roads for safety of traveling for public	4/12/2021	Wright Lake Road (Forestry Road #101)
Checked county roads for safety of traveling for public	4/12/2021	Gardners Landing Road
Checked county roads for safety of traveling for public	4/12/2021	Hickory Landing Road (Forestry Road #101-E
Checked county roads for safety of traveling for public	4/12/2021	Bloody Bluff Road
Checked county roads for safety of traveling for public	4/12/2021	Wright Lake Road (Forestry Road #101)
Checked county roads for safety of traveling for public	4/12/2021	Brick Yard Road (Forestry Road #129)
Checked county roads for safety of traveling for public	4/12/2021	Power Line Road (Forestry Road #166)
Checked county roads for safety of traveling for public	4/12/2021	County Roads, Eastpoint Jessica Ward
Checked county roads for safety of traveling for public	4/12/2021	Gardners Landing Road

District 5

Work Performed:	**Da** A.	**Road**
Checked county roads for safety of traveling for public	4/1[illegible]/2021	Ashley Landing Road (Forestry Road #101-A)
Pot hole Repair (Fill)	4/13/2021	Bear Creek Rd
Pot hole Repair (Fill)	4/13/2021	Power Line Road (Forestry Road #166)
Pot hole Repair (Fill)	4/13/2021	Bear Creek Rd
Box drag	4/13/2021	Mill Road
Pot hole Repair (Fill)	4/13/2021	Bear Creek Rd
Litter Pickup	4/14/2021	Bear Creek Rd
Litter Pickup	4/14/2021	Otterslide Road
Litter Pickup	4/14/2021	4th Street
		0

Material HAUL From:	**Date**	**Road**	**Cubic Yards**	**Tons**
Litter	3/25/2021	7th Street	0.5	0
Litter	3/25/2021	4th Street	0.5	0
Litter	3/25/2021	8th Street	0.5	0
Litter	3/25/2021	6th Street	0.5	0
Litter	3/29/2021	Sanborn Road	0.300000012	0
Litter	3/29/2021	Sanborn Road	0.300000012	0
Litter	3/29/2021	Carlton Millender Road	0.300000012	0
Litter	3/31/2021	Avenue A (District 5)	0.5	0
Litter	3/31/2021	Wilderness Road	0.5	0
Litter	3/31/2021	10th Street	0.5	0
Litter	3/31/2021	Otterslide Road	0.5	0
Litter	3/31/2021	Otterslide Road	3	0
Litter	4/6/2021	Otterslide Road	1	0
Litter	4/6/2021	Wilderness Road	0.5	0
Litter	4/6/2021	CC Land	2	0
Litter	4/12/2021	Bear Creek Rd	0.200000003	0
Litter	4/12/2021	Wilderness Road	0.200000003	0
Litter	4/12/2021	Ridge Road	0.200000003	0
Litter	4/14/2021	Bear Creek Rd	0.100000001	0
Litter	4/14/2021	4th Street	0.100000001	0
Litter	4/14/2021	Otterslide Road	0.100000001	0
Litter		**TOTAL**	**12.30000005**	**0**

Material HAUL To:	**Date**	**Road**	**Cubic Yards**	**Tons**
Cold Mix, Asphalt	3/25/2021	Cypress Lane	0.5	0
Cold Mix, Asphalt	3/25/2021	Bear Creek Rd	0.5	0
Cold Mix, Asphalt		**TOTAL**	**1**	**0**
Dirty 89 Lime Rock	4/1/2021	Ridge Road	4	0
Dirty 89 Lime Rock	4/6/2021	Sheriff's Office (Jail)	9	0
Dirty 89 Lime Rock	4/7/2021	Frank McKamey Way	9	0
Dirty 89 Lime Rock	4/8/2021	Georgia Avenue (City of Carrabelle)	9	0
Dirty 89 Lime Rock	4/12/2021	Wilderness Road	9	0
Dirty 89 Lime Rock		**TOTAL**	**40**	**0**
Milled Asphalt	4/13/2021	Bear Creek Rd	0.200000003	0
Milled Asphalt		**TOTAL**	**0.200000003**	**0**
Rip	3/31/2021	7th Street	2	0

District 5

Material HAUL To:	**Da**	**Road**	**Cubic Yards**	**Tons**
Rip Rap	3/3~~1, 2021~~	10th Street	2	0
Rip Rap		**TOTAL**	**4**	**0**

A.

File Attachments for Item:

A. Informational Item

1. Right-of-Way Debris Pickup / Recycle Material Hauled (agenda packet)

A.

MEETING DATE: April 20, 2021

NAME/DEPARTMENT/AGENCY: Fonda D. Davis

Solid Waste & Recycling, Animal Control, Parks & Recreation

TOTAL ATTACHMENTS: 0

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SUBJECT(S):

FOR BOARD INFORMATION:

Right-of-Way Debris Pickup/Recycle Material Hauled
March 31, 2021-April 13, 2021

RIGHT–OF–WAY DEBRIS PICKUP

Apalachicola	Eastpoint	St George Island	Carrabelle	Lanark	Alligator Point
29.78 TONS	60.75 TONS	71.98 TONS	68.16 TONS	34.2 TONS	20.26 TONS

RECYCLE MATERIAL HAULED

	Apalachicola	Eastpoint	St. George Island	Carrabelle	Lanark	Alligator Point	St. James
Cardboard	3.49 TONS	6.30 TONS	6.53 TONS	-0- TONS	-0- TONS	-0- TONS	.54 TONS
Plastic,Paper,Glass, Aluminum **Landfill** .67 Tons	-0- TONS	-0- TONS	-0- TONS	-0- TONS	-0- TONS	-0- TONS	-0- TONS

REQUESTED ACTION: None

File Attachments for Item:

A. Action Item

1. Request the Approval of Awarding of the HLMP Bid Packet to Florida Retrofit and the Signing of the Contract

A.

Address	Florida Retrofit	Hydra Engineering
737 Ridge Road, Eastpoint	$13,325.00	$10,920.00
366 21st Street, Apalachicola	$26,855.00	$25,910.00
250 12th St, Apalachicola	$11,249.00	$16,840.00
103 Earl King St, Apalachicola	$11,885.00	$18,460.00
173 8th Street, Apalachicola	$28,314.50	$50,340.00
209 River Road, Carrabelle	$14,722.66	$19,960.00
354 Brownsville Road, Apalachicc	$36,366.05	$38,773.00
208 13th St, Apalachicola	$31,125.50	$28,527.00
110 Dunlap Road, Eastpoint	$14,521.25	$22,404.00
2529 Palmetto Ter, Lanark Villag	$18,279.15	$22,547.00
1051 Pinewood St, Apalachicola	$47,298.00	$75,418.00
1170 Bluff Road, Apalachicola	$13,717.50	$14,040.00
12 8th Street, Eastpoint	$22,589.50	$11,674.00
150 Quail Run Dr, Carrabelle	$44,909.00	$72,112.00
226 Kevin Road, Apalachicola	$38,263.00	$44,408.00

**All Bids by Hydra Engineering that are lower than Florida Retrofit are due to Hydra Engineering not fully mitigating the project

BID TABULATION

FRANKLIN COUNTY RESIDENTIAL CONSTRUCTION MITGATION CONTRACTORS

NAME OF REVIEWER: Pamela Brownell **TITLE: Director**

NAME OF CONTRACTOR: Hydra Engineering & construction, LLC

	Score 1-20	**Notes**	
Price	**0**	Did not fully mitigate house and has no experience in HLMP program. Do not think he inspected house his self for mitigation problems	Lowest Bidder (20)
Amount of houses bid	**20**		Highest total of houses bid (20)
Total # of Projects bid on house	**7**	Did not fully mitigate house so bid is incomplete.	Highest Projects bid per house (20)
Complaints (license or Planning and zoning)	**20**	No complaints found	No complaints reported by Franklin County Planning and Zoning / Florida Licensing Board (20)
Prior Mitigation Experience	**0**	You can tell they have no mitigation experience by the way bid was wrote.	Prior Mitigation experience (20)
Total	**47**		**100 Points Possible**

Signature of reviewer: Pamela Brownell **Date:** 4/8/2021

BID TABULATION

FRANKLIN COUNTY RESIDENTIAL CONSTRUCTION MITGATION CONTRACTORS

NAME OF REVIEWER: Jennifer Daniels **TITLE: Coordinator**

NAME OF CONTRACTOR: Hydra Engineering & Construction, LLC

	Score 1-20	Notes	
Price	**10**	• Not Lowest Bidder	Lowest Bidder (20)
Amount of houses bid	**20**	• All	Highest total of houses bid (20)
Total # of Projects bid on house	**7**	• Submitted incomplete bids for most homes. Bids not itemized also.	Highest Projects bid per house (20)
Complaints (license or Planning and zoning)	**20**	• None	No complaints reported by Franklin County Planning and Zoning / Florida Licensing Board (20)
Prior Mitigation Experience	**0**	• No Experience. Bids are incomplete and not itemized.	Prior Mitigation experience (20)
Total	**57**		**100 Points Possible**

Signature of reviewer: **Date:** 4-13-21

A.

BID TABULATION

FRANKLIN COUNTY RESIDENTIAL CONSTRUCTION MITGATION CONTRACTORS

NAME OF REVIEWER: Traci Buzbee **TITLE: Consultant**

NAME OF CONTRACTOR: Florida Retrofits Inc.

	Score 1-20	**Notes**	
Price	**20**	Lowest bidder	Lowest Bidder (20)
Amount of houses bid	**20**	All	Highest total of houses bid (20)
Total # of Projects bid on house	**20**	Submitted bids were complete	Highest Projects bid per house (20)
Complaints (license or Planning and zoning)	**20**	No complaints to be found	No complaints reported by Franklin County Planning and Zoning / Florida Licensing Board (20)
Prior Mitigation Experience	**20**	Has done mitigation for Franklin county for 4yrs and has done mitigation for other counties.	Prior Mitigation experience (20)
Total	**100**		**100 Points Possible**

A.

Signature of reviewer: **Date:**

Traci Buzbee 4-15-21

BID TABULATION

FRANKLIN COUNTY RESIDENTIAL CONSTRUCTION MITGATION CONTRACTORS

NAME OF REVIEWER: Jennifer Daniels **TITLE: Coordinator**

NAME OF CONTRACTOR: Florida Retrofits Inc.

	Score 1-20	**Notes**	
Price	**20**	• Lowest Bidder	Lowest Bidder (20)
Amount of houses bid	**20**	• All	Highest total of houses bid (20)
Total # of Projects bid on house	**20**	• Submitted complete bid for mitigated homes	Highest Projects bid per house (20)
Complaints (license or Planning and zoning)	**20**	• None	No complaints reported by Franklin County Planning and Zoning / Florida Licensing Board (20)
Prior Mitigation Experience	**20**	• 4 years for Franklin County. Has done other Counties also	Prior Mitigation experience (20)
Total	**100**		**100 Points Possible**

A.

Signature of reviewer:

Date: 4-13-21

BID TABULATION

FRANKLIN COUNTY RESIDENTIAL CONSTRUCTION MITGATION CONTRACTORS

NAME OF REVIEWER: Pamela Brownell **TITLE: Director**

NAME OF CONTRACTOR: Florida Retrofits Inc.

	Score 1-20	**Notes**	
Price	**20**		Lowest Bidder (20)
Amount of houses bid	**20**		Highest total of houses bid (20)
Total # of Projects bid on house	**20**	Complete mitigated homes.	Highest Projects bid per house (20)
Complaints (license or Planning and zoning)	**20**	No complaints found	No complaints reported by Franklin County Planning and Zoning / Florida Licensing Board (20)
Prior Mitigation Experience	**20**	Has done mitigation for the Franklin county for 4yrs and other counties.	Prior Mitigation experience (20)
Total	**100**		**100 Points Possible**

Signature of reviewer: Pamela Brownell **Date:** 9/8/2021

BID TABULATION

FRANKLIN COUNTY RESIDENTIAL CONSTRUCTION MITGATION CONTRACTORS

NAME OF REVIEWER: Traci Buzbee **TITLE: Consultant**

NAME OF CONTRACTOR: Hydra Engineering & Construction, LLC

	Score 1-20	Notes	
Price	**0**	Highest bidder	Lowest Bidder (20)
Amount of houses bid	**20**	All	Highest total of houses bid (20)
Total # of Projects bid on house	**7**	Submitted bids were incomplete, homes were not fully mitigated	Highest Projects bid per house (20)
Complaints (license or Planning and zoning)	**20**	No complaints to be found	No complaints reported by Franklin County Planning and Zoning / Florida Licensing Board (20)
Prior Mitigation Experience	**20**	Given the way the bids were written it appears that they have little to no prior experience	Prior Mitigation experience (20)
Total	~~100~~ 67		**100 Points Possible**

A.

Signature of reviewer: **Date:**

Traci Buzbee 4-15-21

File Attachments for Item:

A. Consideration of a request for a variance to construct a single-family dwelling 12 feet into the 25-foot setback off River Road, 15 feet variance into the 25-foot setback off River Street (Unconstructed), and a 15 feet variance in to the 50-foot wetlands setback requirement from Carrabelle River. Property described as 339 River Road, block 5, Carrabelle River Sub Lot 1, Carrabelle, Franklin County, Florida. Request submitted by Richard A. Glover, agent for Richard L. Wood, Sheryl T. Wood, and Donna B. Bostwick, applicant. **Advisory Board Recommended Approval.**

BOARD ACTION: Approve, Table, or Deny

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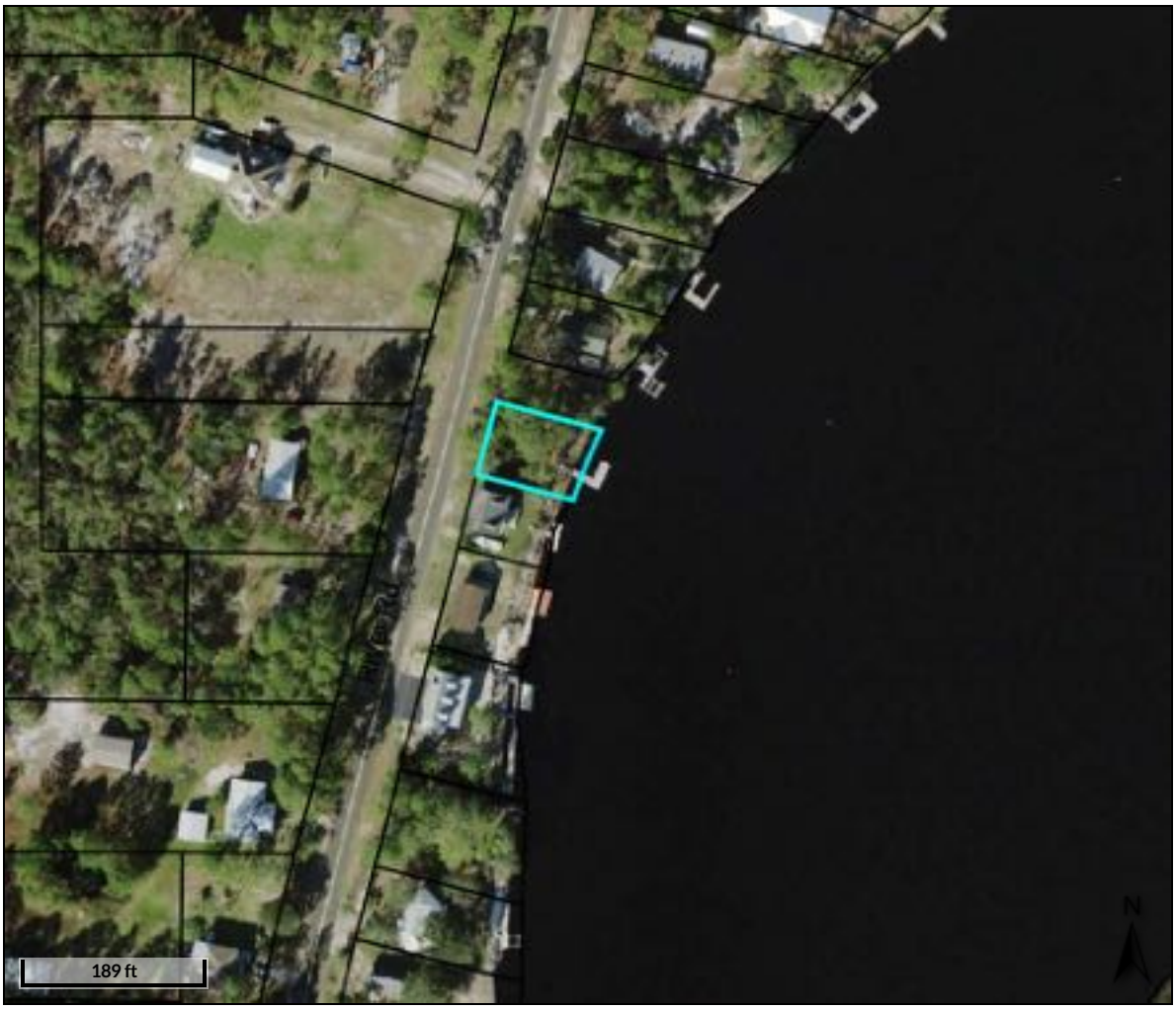


Overview



Legend

- Parcels
- Roads
- City Labels

Parcel ID	24-07S-05W-0180-0005-0010	**Alternate ID**	05W07S240180000050010	**Owner Address**	BOSTWICK DONNA B
Sec/Twp/Rng	24-7S-5W	**Class**	MISCELLANE		RICHARD L WOOD & SHERYL T
Property Address	339 RIVER RD	**Acreage**	0.18		2408 CLARAKEE BLVD
					TALLAHASSEE, FL 32303

District 1

Brief Tax Description BL 5 CARRABELLE RIVER SUB
(Note: Not to be used on legal documents)

Date created: 3/22/2021
Last Data Uploaded: 3/22/2021 7:41:11 AM

Developed by Schneider GEOSPATIAL

REVISED APPLICATION

A.

ADVISORY BOARD OF ADJUSTMENT APPLICATION

FRANKLIN COUNTY BUILDING DEPARTMENT
34 Forbes Street, Suite 1, Apalachicola, Florida 32320
Phone: 850-653-9783 Fax: 850-653-9799
http://www.franklincountyflorida.com/planning_building.aspx

ADVISORY BOARD OF ADJUSTMENT APPLICATION

PROPERTY OWNER'S NAME: RICHARD L. WOOD, SHERYL T. WOOD, DONNA B. BOSTWICK
MAILING ADDRESS: 1374 BLOUNTSTOWN ST City/State/Zip: TALLAHASSEE, FL 32304
PHONE #: 850.576.8833 CELL #: _____ EMAIL: aqqe83@live.com

AGENT'S NAME: RICHARD A. GLOVER
MAILING ADDRESS: POBX 12612 City/State/Zip: TALLAHASSEE, FL 32317
PHONE #: 850.510.4300 CELL #: _____ EMAIL: richardaglovercpa@yahoo.com

PROPERTY DESCRIPTION: 911 Address: 339 RIVER ROAD, CARRABELLE
Lot/s: 1 Block: 5 Subdivision: CARRABELLE RIVER SUB. Unit: _____
Parcel Identification #: 24-07S-05W-0180-0005-0010
JURISDICTION: ☒ Franklin County
☐ Apalachicola ☐ Eastpoint ☐ St. George Island ☐ Carrabelle ☐ Dog Island ☐ Lanark/ St. James ☐ St. Teresa ☐ Alligator Point

LEGAL DESCRIPTION OF THE PROPERTY: (MUST ATTACH LEGAL DESCRIPTION)

DESCRIPTION OF REQUEST: (1) REQUEST VARIANCE OF 12' INTO THE 25' SETBACK FROM RIVER ROAD; 15' VARIANCE INTO THE 25' SETBACK FROM RIVER STREET (UNCONSTRUCTED); 15' VARIANCE INTO THE 50' SETBACK REQUIREMENT FROM CARRABELLE RIVER. (2) REQUEST APPROVAL OF BUILDING SITE FOOTPRINT OF 25X40 (1000 SQ FT)

ADVISORY BOARD OF ADJUSTMENT DATE: _____

RECOMMENDED APPROVAL: ____ **RECOMMENDED DENIAL:** ____ **RECOMMENDED TO TABLE:** ____
CONDITIONS: _____

BOARD OF COUNTY COMMISSION MEETING DATE: _____
APPROVED: _____ **DENIED:** _____ **TABLED:** _____
CONDITIONS: _____

Instructions: Complete application, including proof of ownership in the form of deed, detailed description of request including any necessary information supporting request (site plan/survey) and application fee of $250.00. Return to the following address:

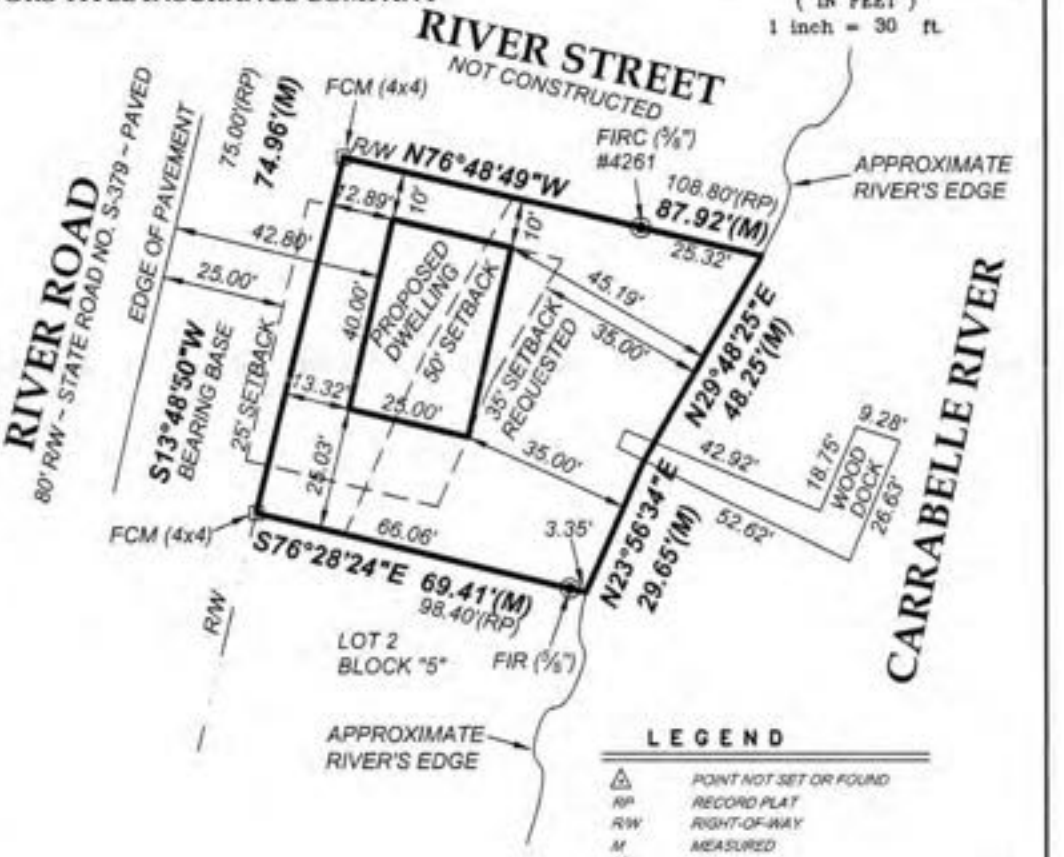
Franklin County
34 Forbes Street, Suite 1
Apalachicola, FL 32320

THIS VARIANCE REQUEST WILL EXPIRE ONE YEAR FROM DATE OF APPROVAL BY THE FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONER.

NOTE: 1- SEE ATTACHED SURVEY & LEGAL DESCRIPTION
2- SEE ATTACHED LETTER FROM CARRABELLE UTILITIES CONFIRMING AVAILABLE SEWER SERVICE

PLAT OF SPECFIC PURPOSE TO SHOW SITE PLAN AND SETBACKS CERTIFIED TO:
HUGO SABARI and KATHY SABARI
MANAUSA, SHAW & MINACCI, P.A.,
INVESTORS TITLE INSURANCE COMPANY

GRAPHIC SCALE
30 0 15 30
(IN FEET)
1 inch = 30 ft.



LEGEND

△	POINT NOT SET OR FOUND
RP	RECORD PLAT
R/W	RIGHT-OF-WAY
M	MEASURED
	NOT TO SCALE
SIRC	SET 5/8" RE-ROD #7150
FCM	FOUND CONCRETE MONUMENT
FIRC	FOUND IRON ROD AND CAP (5/8")
FIR	FOUND IRON ROD
FIP	FOUND IRON PIPE
FCIP	FOUND CRIMPED IRON PIPE
FPIP	FOUND PINCHED IRON PIPE
FND	FOUND
RND	ROUND

LEGAL DESCRIPTION:

Lot 1, Block "5" of CARRABELLE RIVER SUBDIVISION, a subdivision as per map or plat thereof as recorded in Plat Book 3, Page 21 of the Public Records of Franklin County, Florida

NOTES:

1. *SURVEY SOURCE: Record plat and a field survey performed by the undersigned surveyor.*
2. *BEARING REFERENCE: Easterly right-of-way boundary of River Road being South 13 degrees 48 minutes 50 seconds West as per record plat.*
3. *NO IMPROVEMENTS have been located in this survey other than shown hereon.*
4. *There are NO VISIBLE ENCROACHMENTS other than those shown hereon.*
5. *This survey is dependent upon EXISTING MONUMENTATION.*
6. *Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.*

I hereby certify that this is a true and correct representation of the property shown hereon and that this survey meets the minimum technical standards for land surveying (Chapter 5J-17, 051/.052 Florida Administrative Code).

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

JAMES T. RODDENBERRY
Surveyor and Mapper
Florida Certificate No. 4261

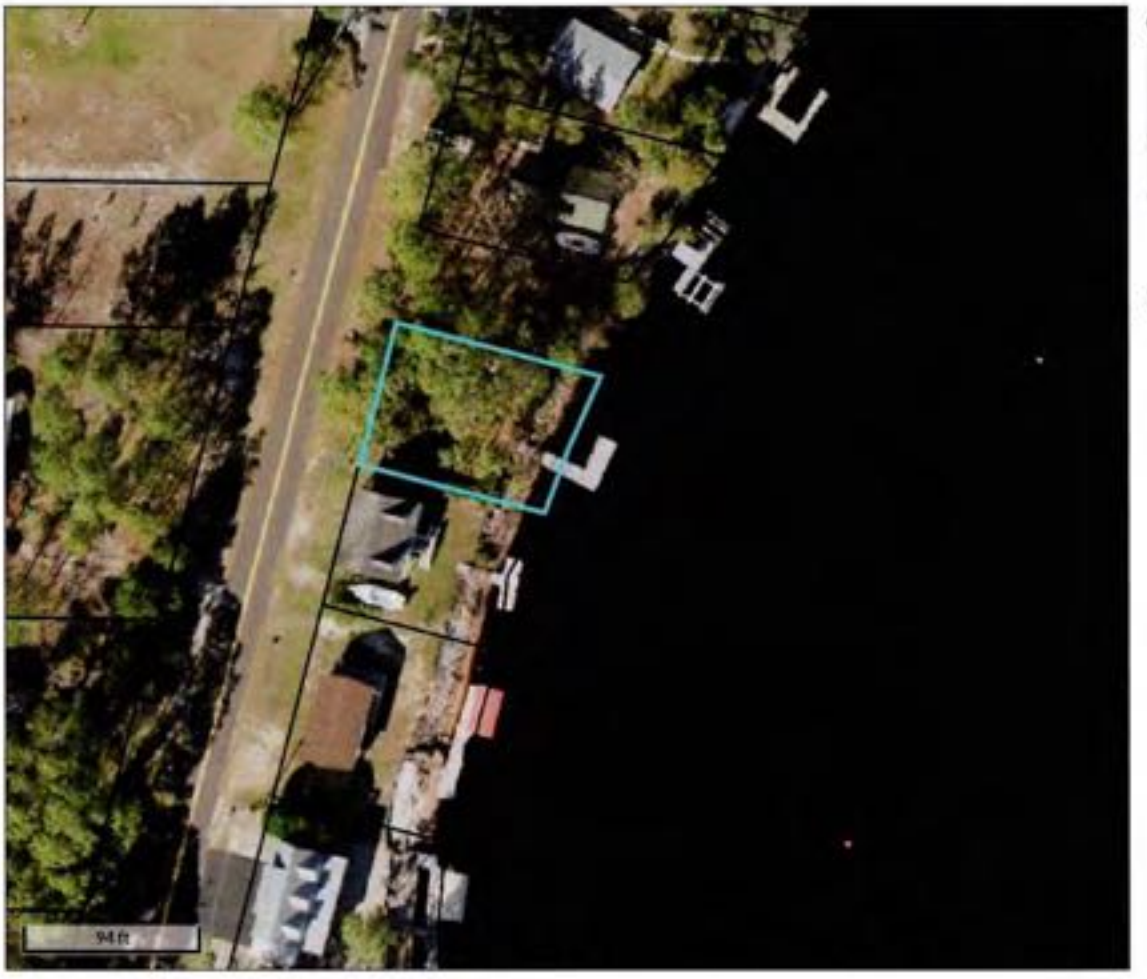
FLOOD ZONE INFORMATION:

Subject property is located in Zone "AE" (EL 14 & 15) as per Flood Insurance Rate Map Community Panel No: 120068 0430F index date: February 5, 2014, Franklin County, Florida.

T R & A
THURMAN RODDENBERRY & ASSOCIATES, INC
PROFESSIONAL SURVEYORS AND MAPPERS
P.O. BOX 600 • 125 SHELDON STREET • SOPCHOPPY, FLORIDA 32358

DATE: 01/28/21	DRAWN BY: MMD		COUNTY: Franklin
FILE: 00283.DWG	DATE OF LAST FIELD WORK: 01/28/21		JOB NUMBER: 00-283

qPublic.net™ Franklin County, FL





Legend
- Parcels
- Roads
- City Labels

Parcel ID	24-07S-05W-0180-0005-0010	**Alternate ID**	05W07S24018000050010	**Owner Address**	BOSTWICK DONNA B RICHARD L WOOD & SHERYL T 2408 CLARAKEE BLVD TALLAHASSEE, FL 32303
Sec/Twp/Rng	24-7S-5W	**Class**	MISCELLANE		
Property Address	339 RIVER RD	**Acreage**	0.18		

District 1
Brief Tax Description BL 5 CARRABELLE RIVER SUB
(Note: Not to be used on legal documents)

Date created: 2/17/2021
Last Data Uploaded: 2/17/2021 10:53:52 AM

Developed by Schneider GEOSPATIAL

NWFWMD Report

Preliminary SFHA Flood Map (Prelim Issue Date: 6/13/2019)



Effective SFHA Flood Map (Effective Issue Date: 2/5/2014)



A.

Geographical Information

Latitude/Longitude:	29.85525,-84.69038
Address:	339 River Rd, Carrabelle, FL, 32322, USA
Parcel ID:	**24-07S-05W-0180-0005-0010**
Firm Panel (Preliminary):	**12037C0430G**
Firm Panel (Effective):	12037C0430F

Flood Information

Flood Zone Information

Preliminary Flood Zone

Location of Interest:	AE
Parcel:	**AE:100%;**
Base Flood Information*:	**14.0 ft - 15.0 ft**

Effective Flood Zone

Location of Interest:	AE
Parcel:	**AE:100%;**
Base Flood Information*:	**14.0 ft - 15.0 ft**

*The computed elevation to which floodwater is anticipated to rise during the base flood (100 Year Flood). Base Flood Elevations (BFEs) are shown on Flood Insurance Rate Maps (FIRMs) and on the flood profiles. The BFE is the regulatory requirement for the elevation or floodproofing of structures. The relationship between the BFE and a structure's elevation determines the flood insurance premium. **Datum of measurement is NAVD1988.**

Zone VE: A coastal area inundated by 100-year flooding and subject to a velocity hazard (wave action) where BFEs have been determined. **Zone AE**: An area inundated by 100-year flooding, for which BFEs have been determined. **Zone AO/AH**: An area inundated by 100-year flooding: (AO) Sheet flow, ponding, or shallow flooding where Base Flood Depths are provided; (AH) Shallow flooding base floodplain where BFE's have been determined. **Zone A**: An area inundated by 100-year flooding, for which no BFEs have been determined. **Zone 0.2PCT (0.2 PCT ANNUAL CHANCE FLOOD HAZARD/X500)**: An area inundated by 500-year flooding an area inundated by 100-year flooding with average depths of less than 1 foot or with drainage areas less than 1 square mile or an area protected by levees from 100-year flooding. **Zone X**: An area of minimal flood hazard.

Disclaimer:
Although derived directly from a variety of sources, including the Federal Emergency Management Agency's (FEMA's) Flood Insurance Rate Maps (FIRMs), the District's digital elevation model, the counties' digital parcel maps and data from other governmental sources, the data provided through this portal is for informational purposes only. The user is advised to be aware that for flood insurance or regulatory determinations, or for supporting an application for a Letter of Map Change (LOMC), only the official and latest FEMA FIRM and Flood Insurance Study (FIS) report should be consulted. Also, all elevation data submitted in support of a LOMC application must be certified by a licensed land surveyor, engineer, or architect. The NWFWMD, FEMA, its agents, and partners shall not be held responsible for the misuse or misinterpretation of the information presented in this portal.

A.

Good afternoon,

This email is to attest that we received your Board of Adjustment application to for a Variance request on February 11th, 2021. Please know that BOA Deadline was Wednesday, February 10, 2021 at 12 Noon.

We were unable to meet the Newspaper's Advertising deadline, so we will have to place your request on the April Board of Adjustment meeting.

To see all Board meeting deadlines and Meeting dates, please visit the Franklin County's 'Upcoming Events' Calendar @ www.franklincountyflorida.com

After initial review of your application, the application needs to reflect the following:

1. *12' variance into your front 25' setback (River Road)*
2. *15' variance into your 25' setback (River Street)*
3. *15' variance into your 50' setback requirement (Carrabelle River)*

—Also—

4. *Please provide a letter from Water & Sewer Department stating there is sewer availability or no sewer availability for this parcel.*

If you have any questions, please do not hesitate to reach out.

Sincerely,



OFFICE CHAIR MAT WITH ANTI FATIGUE CUSHIONED FOAM - CHAIR MAT FOR HARDWOOD FLOOR WITH...

$64.97

CITY OF CARRABELLE
CARRABELLE, FLORIDA

BRENDA LaPAZ
MAYOR-COMMISSIONER

FRANKLIN MATHES
COMMISSIONER

CALVIN "CAL" ALLEN
COMMISSIONER

KEITH WALDEN
COMMISSIONER

ANTHONY "TONY" MILLENDER
COMMISSIONER

COURTNEY MILLENDER
CITY ADMINISTRATOR

KEISHA MESSER
CITY CLERK

DANIEL HARTMAN
CITY ATTORNEY

1206 HWY98 EAST
CARRABELLE, FLORIDA 32322
TELEPHONE: 850-697-3618
FAX: 850-697-3156

February 19, 2021

To whom it my concern:

Water and Sewer is available at 339 River Rd, Carrabelle, FL 32322. If you have any questions please feel free to contact me.

Regards,

Crystal Causey
Water and Sewer Billing Clerk

Name: Wendy M. Martin
Address: WAKULLA TITLE COMPANY, INC.
P. O. Box 1022
Crawfordville, FL 32326

Return to:
Grantee(s) Name:
Address:

Property Appraisers Parcel Identification Number(s):
24-07S-05W-01[redacted]
Grantee(s) S.S #'s:
SPACE ABOVE THIS LINE FOR PROCESSING DATA

A.

ALL WADE CLERK
RANKLIN ST:FL

DOC STAMPS 350.00
INTANG TAX .00

RECORD VERIFIED
BY Alice Zingarelli DC

FL# 200004006 B 642 P 734
REC NO. 01018104964 .TA

THIS WARRANTY DEED *Made the* 2nd *day of* May *A.D. 2000, by BEDFORD F. GROVES and CATHERINE E. GROVES, his wife, hereinafter called the grantor, to RICHARD I. WOOD and SHERYL T. WOOD, husband and wife, and GREGORY S. BOSTWICK and DONNA B. BOSTWICK, husband and wife, whose post office address is 2408 CLARA KEE BLVD., TALLAHASSEE, FL. 32303, hereinafter called the grantee:*

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH, *that the 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 ~~Wakulla~~ FRANKLIN County, State of Florida, viz:*

C.E.

Lot 1, Block 5, Carrabelle River Subdivision located in Section 13, Township 7 South, Range 5 West, per plat recorded in Plat Book 3, Page 21, Public Records of Franklin County, Florida.

Subject to restrictions, easements and reservations, if any, not specifically reimposed or extended hereby.

Together, *with all the tenements, hereditaments and appurtenances thereto belonging or in otherwise appertaining.*

To Have and to Hold, *the same in fee simple forever.*

And the grantor hereby covenants with the 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, and hereby 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 December 31, 1999.

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

Signed, sealed and delivered in the presence of:

Brenda Atkinson
Signature
BRENDA ATKINSON
Printed Signature

Victoria L. Delventhal
Signature
Victoria L. Delventhal
Printed Signature

Brenda Atkinson
Signature
BRENDA ATKINSON
Printed Signature

Victoria L. Delventhal
Signature
Victoria L. Delventhal
Printed Signature

Bedford F. Groves
Signature
BEDFORD F. GROVES
15373-Rt 4 Rd. P
Napoleon, OH. 43545

Catherine E. Groves
Signature
CATHERINE E. GROVES
15373-Rt 4 Rd. P
Napoleon, OH. 43545

STATE OF Ohio
COUNTY OF Henry

I hereby Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared BEDFORD F. GROVES and CATHERINE E. GROVES, his wife, known to me to be the person(s) described in and who executed the foregoing instrument, who acknowledged before me that he/she/they executed the same, that I relied upon the following form of identification of the above-named person(s): Ohio Driver's License *and that an oath was not taken.*

Witness my hand and official seal in the County and State last aforesaid this 2nd *day of* May *, A.D. 2000.*

NOTARY RUBBER STAMP SEAL

Victoria L. Delventhal
Notary Signature

Printed Notary Signature
VICTORIA L. DELVENTHAL
Notary Public, State of Ohio

Inst. Number: 200915005962 Book: 999 Page: 167 Date: 10/20/2009 Time: 10:17:00 AM

A.

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, executed this 7 day of October, 2009, by GREGORY S. BOSTWICK, Ex-Husband, first party, whose post office address is P. O. Box 12941, Tallahassee, Florida 32317-2941 , to DONNA B. BOSTWICK, Ex-Wife, second party, whose post office address is 3736 Forsythe Way, Tallahassee, Florida 32309:

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

Inst:200915005962 Date:10/20/2009 Time:10:17 AM
Doc Stamp-Deed:20.30
DC,Marcia Johnson,Franklin County B:999 P:167

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 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:

Lot 1, Block 5, Carrabelle River Subdivision located in Section 13, Township 7 South, Range 5 West, per plat recorded in Plat Book 3, Page 21, Public Records of Franklin County, Florida.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

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 presence of:

Witness - Print Name: Jennifer F. Nichols

Witness - Print Name: Melissa A. Dodson

GREGORY S. BOSTWICK L.S.

STATE OF FLORIDA
COUNTY OF LEON

BEFORE ME, the undersigned authority, the foregoing instrument was acknowledged on this 7th day of October, 2009, by GREGORY S. BOSTWICK, who is personally known to me or who has produced a driver's license as identification, and who did/did not take an oath.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this date.

Melissa A. Dodson
Commission # DD471629
Expires October 17, 2009

Print Name: Melissa A. Dodson
NOTARY PUBLIC
State of Florida at Large
My Commission Expires:

THIS INSTRUMENT PREPARED BY:
Anthony L. Bajoczky
BAJOCZKY & FOURNIER
Post Office Box 2
Tallahassee, Florida 32302

This Attorney Has Not Issued Any Title Opinion Regarding This Property and Has No Knowledge Thereof.

cortnib@franklincountyflorida.com

From: cortnib@franklincountyflorida.com
Sent: Thursday, February 18, 2021 9:57 AM
To: 'richardaglovercpapa@yahoo.com'
Subject: Board of Adjustment Application Request

Importance: High

Good afternoon,

This email is to attest that we received your Board of Adjustment application to for a Variance request on February 11th, 2021. Please know that BOA Deadline was Wednesday, February 10, 2021 at 12 Noon.
We were unable to meet the Newspaper's Advertising deadline, so we will have to place your request on the April Board of Adjustment meeting.
To see all Board meeting deadlines and Meeting dates, please visit the Franklin County's 'Upcoming Events' Calendar ®
www.franklincountyflorida.com

After initial review of your application, the application needs to reflect the following:

1) *12' variance into your front 25' setback (River Road)*
2) *15' variance into your 25' setback (River Street)*
3) *15' variance into your 50' setback requirement (Carrabelle River)*
   ----Also----
4) *Please provide a letter from Water & Sewer Department stating there is sewer availability or no sewer availability for this parcel.*

If you have any questions, please do not hesitate to reach out.

Sincerely,

Cortni Bankston
Franklin BOCC Administrative Assistant
34 Forbes Street, Suite 1
Apalachicola, FL 32320
850-653-9783, Ext. 180
850-653-9799, Fax
cortnib@franklincountyflorida.com
website: www.franklincountyflorida.com

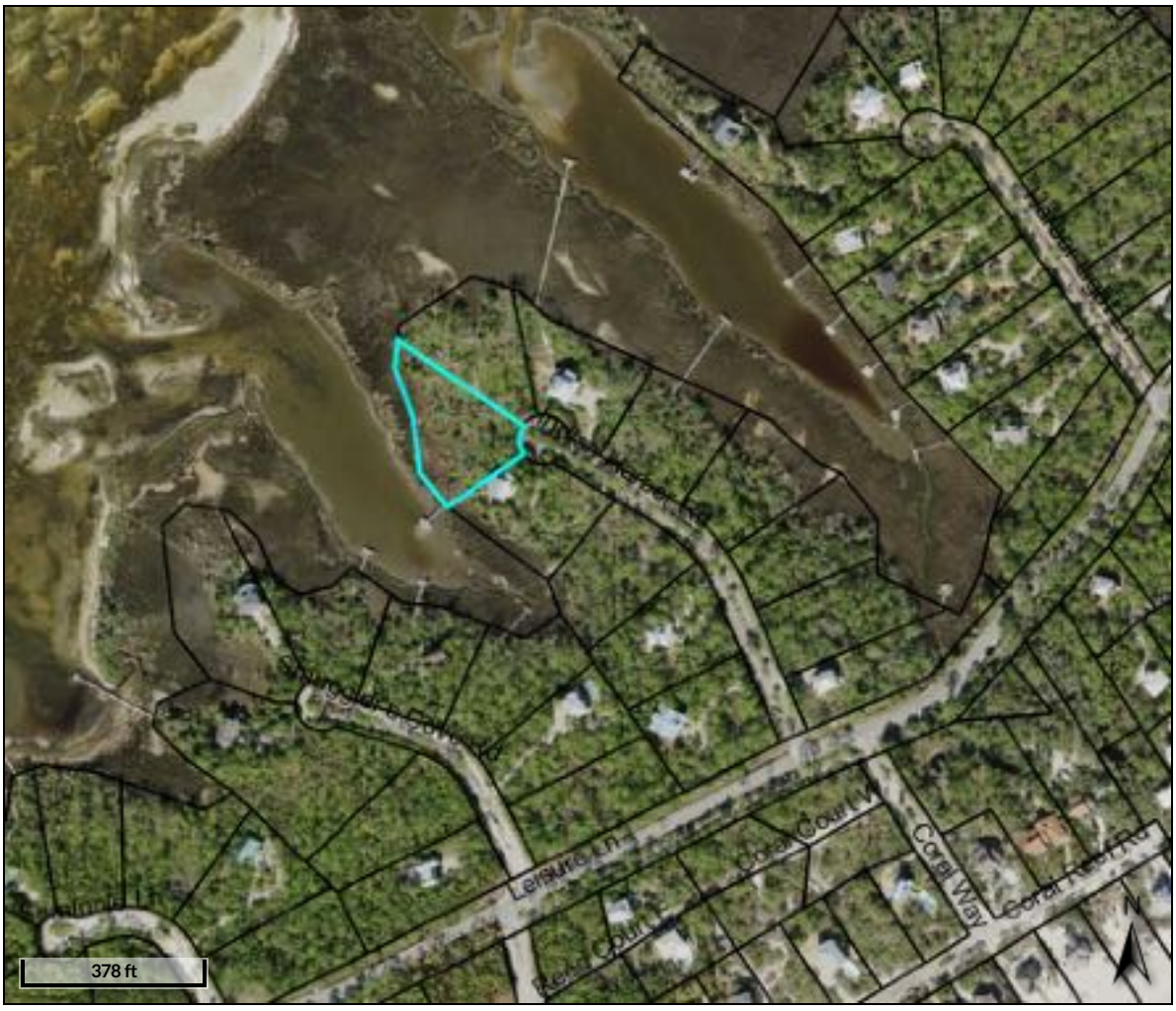
E-Mail addresses are public records under Florida Law and are not exempt from Public Records requirements. If you do not want your email address to be subject to being released pursuant to a public records request do not send electronic mail to this entity. Instead, contact this office by telephone or in writing, via the United States Postal Service.

File Attachments for Item:

B. Consideration of a request for a variance to construct a single-family dwelling 10 feet into the 25-foot setback into right of way on Indian Harbor Drive. Property described as 1931 Indian Harbor Road, Lot 8 Indian Bay Village, St. George Island, Franklin County, Florida. Request submitted by Garlick Environmental, agent for Walter Sears, applicant. **Advisory Board Recommended Approval.**

BOARD ACTION: Approval, Table, or Deny

qPublic.net™ Franklin County, FL



Overview



Legend

- Parcels
- Roads
- City Labels

Parcel ID	29-09S-06W-7337-0000-0080	**Alternate ID**	06W09S29733700000080	**Owner Address**	SAZERAC,LLC
Sec/Twp/Rng	29-9S-6W	**Class**	VACANT		4935 TAYLOR LANE
Property Address	1931 INDIAN HARBOR ROAD ST GEORGE ISLAND	**Acreage**	n/a		GAINESVILLE, GA 30504
District	1				
Brief Tax Description	LOT 8 INDIAN BAY VILL (Note: Not to be used on legal documents)				

Date created: 3/22/2021
Last Data Uploaded: 3/22/2021 7:41:11 AM

Developed by Schneider GEOSPATIAL

ADVISORY BOARD OF ADJUSTMENT APPLICATION
FRANKLIN COUNTY BUILDING DEPARTMENT
34 Forbes Street, Suite 1, Apalachicola, Florida 32320
Phone: 850-653-9783 Fax: 850-653-9799
http://www.franklincountyflorida.com/planning_building.aspx

ADVISORY BOARD OF ADJUSTMENT APPLICATION

PROPERTY OWNER'S NAME: Walter Sears
MAILING ADDRESS: 4935 Taylor Lane City/State/Zip: Gainesville, GA 30504
PHONE #: 678-358-4558 CELL #: _____ EMAIL: waltersears@gmail.com

AGENT'S NAME: Garlick Environmental Assoc. Inc % Dan Garlick
MAILING ADDRESS: Post Office Box 385 City/State/Zip: Apalachicola, FL 32329
PHONE #: 850-653-8899 CELL #: 850-899-5252 EMAIL: dan@garlickenv.com

PROPERTY DESCRIPTION: 911 Address: 1931 Indian Harbor Rd SGI POA
Lot/s: 8 Block: _____ Subdivision: Indian Bay Village Unit: _____
Parcel Identification #: 29-09S-06W-7337-0000-0080
JURISDICTION: ☑ Franklin County
☐ Apalachicola ☐ Eastpoint ☑ St. George Island ☐ Carrabelle ☐ Dog Island ☐ Lanark/ St. James ☐ St. Teresa ☐ Alligator Point

LEGAL DESCRIPTION OF THE PROPERTY: (MUST ATTACH LEGAL DESCRIPTION)

DESCRIPTION OF REQUEST: 10' Encroachment into Road Right of way of Indian Harbor Drive

ADVISORY BOARD OF ADJUSTMENT DATE: March 3, 2021

RECOMMENDED APPROVAL: ____ **RECOMMENDED DENIAL:** ____ **RECOMMENDED TO TABLE:** ____
CONDITIONS: _____

BOARD OF COUNTY COMMISSION MEETING DATE: _____
APPROVED: _____ **DENIED:** _____ **TABLED:** _____
CONDITIONS: _____

Instructions: Complete application, including proof of ownership in the form of deed, detailed description of request including any necessary information supporting request (site plan/survey) and application fee of $250.00. Return to the following address:

Franklin County
34 Forbes Street, Suite 1
Apalachicola, FL 32320

THIS VARIANCE REQUEST WILL EXPIRE ONE YEAR FROM DATE OF APPROVAL BY THE FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONER.

B.

GARLICK ENVIRONMENTAL ASSOCIATES, INC.

SPECIALIZING IN: REGULATORY PERMITS • WETLANDS/UPLAND JURISDICTIONAL DELINEATIONS • SUBMERGED LAND LEASES • ECOLOGICAL INVENTORY ASSESSMENTS • CONSERVATION AND OTHER EASEMENTS • EXPERT WITNESS AND ENVIRONMENTAL LITIGATION SERVICES • MITIGATION • CULTURAL RESOURCE ANALYSIS • CREATIVE MARINA, DOCK, AND SUBDIVISION DESIGN

RECEIVED
FEB 17 2021
BY: .....

February 15, 2021

Franklin County Planning & Zoning
34 Forbes Street, Suite 1
Apalachicola, FL 32320

Re: Board of Adjustment
Walter Sears
GEA File No. 21-001
Variance - Setback

To Whom It May Concern:

By this letter, we are requesting the referenced project be place on the March 3, 2021 Board of Adjustment meeting. The project site is located at 1931 Indian Harbor Road, St George Island Plantation Owners Association (POA). The reason for the request is because of a hardship created by succeeding encroachments on the reasonable building site of this specific lot. The encroachment proposed is 10 ft still leaving 15 ft from the street right of way. The area between the dwelling site and ROW will remain vegetated other, than for the driveway access, per POA covenants.

To aid you in your review, please find attached the following items:

1) Advisory Board of Adjustment Application;
2) Property Appraiser Sheet;
3) Site Plan Drawings;
4) Copy of Application Package for SGI Owners Assoc;

The subject lot was platted in 1982 in the St George Island Plantation contiguous to Apalachicola Bay. It is a bayfront lot with a large area of wetlands frontage. It is also located at the end of a cul-de-sac. The lot is subject to the 50 ft Critical Habitat Zone (CHZ). In this particular case, the 50 ft set back encumbers a substantial quantity of uplands thereby rendering the area without a n encroachment to a small area and a small dwelling footprint allowing for a 19 ft wide space.

The small footprint is expected to potentially create an issue with high wind periods because of the narrow width and attempting to meet the POA's heated and cooled standards. As well, the shape could be an issue with the POA's development standards. Currently, the same issue id being reviewed by the POA.

By allowing an encroachment into the front set back, a wider dwelling can be realized, the CHZ will be left intact with the benefits derived to the bay's protection. No significant impact is expected to traffic being that the encroachment is on the cul-de-sac and that the road is a low speed cartway.

If you have any questions, please let us know.

Sincerely,

Dan Garlick, PWS
Garlick Environmental Associates, Inc.

Attachments

If you have any questions, please let us know.

Sincerely,



Dan Garlick, PWS
Garlick Environmental Assoc., Inc.

Attachments

B.

PREPARED BY: GARLICK ENVIRONMENTAL ASSOCIATES, INC.

P. O. BOX 385, APALACHICOLA FLORIDA 32329-0385 (850) 653-8899 FAX (850) 653-9656 garlick@garlickenv.com

LB No. 7415

APPLICANT/CLIENT: John & Trish Peeler

WATERBODY/CLASS: Apalachicola Bay / ClassII / OFW / AP

PURPOSE: DFA

PROJECT LOCATION / USGS: SGI POA Franklin County

LATITUDE:

LONGITUDE:

SECTION: 29 TWNSHP: 9South RNG: 6 West

JOB: 20-092

DEP:

COE:

OTHER:

DATE: August 13, 2020

SHEET: 1/6



PREPARED BY: GARLICK ENVIRONMENTAL ASSOCIATES, INC.
P. O. BOX 385, APALACHICOLA FLORIDA 32329-0385 (850) 653-8899 FAX (850) 653-9656 garlick@garlickenv.com
LB No. 7415

APPLICANT/CLIENT: John & Trish Peeler
WATERBODY/CLASS: Apalachicola Bay / ClassII / OFW / AP
PURPOSE: DFA
PROJECT LOCATION / USGS: SGI POA Franklin County
LATITUDE:
LONGITUDE:
SECTION: 29 TWNSHP: 9South RNG: 6 West

JOB: 20-092
DEP:
COE:
OTHER:
DATE: August 13, 2020
SHEET: 2 /6

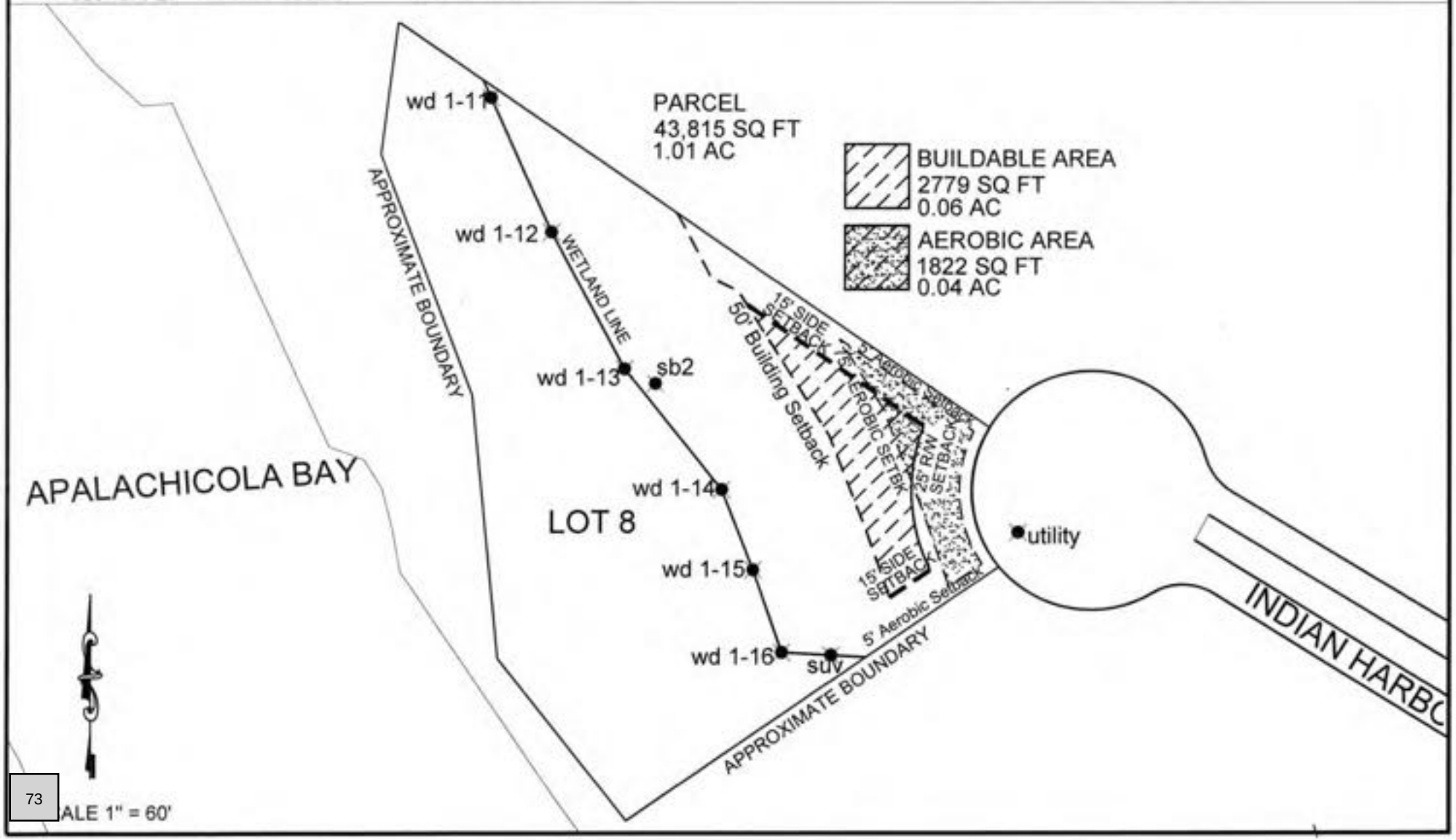


PREPARED BY: GARLICK ENVIRONMENTAL ASSOCIATES, INC.
P. O. BOX 385, APALACHICOLA FLORIDA 32329-0385 (850) 653-8899 FAX (850) 653-9656 garlick@garlickenv.com
LB No. 7415

B.

APPLICANT/CLIENT: John & Trish Peeler
WATERBODY/CLASS: Apalachicola Bay / ClassII / OFW / AP
PURPOSE: DFA
PROJECT LOCATION / USGS: SGI POA Franklin County
LATITUDE:
LONGITUDE:
SECTION: 29 TWNSHP: 9South RNG: 6 West

JOB: 20-092
DEP:
COE:
OTHER:
DATE: August 13, 2020
SHEET: 3/6



SCALE 1" = 60'

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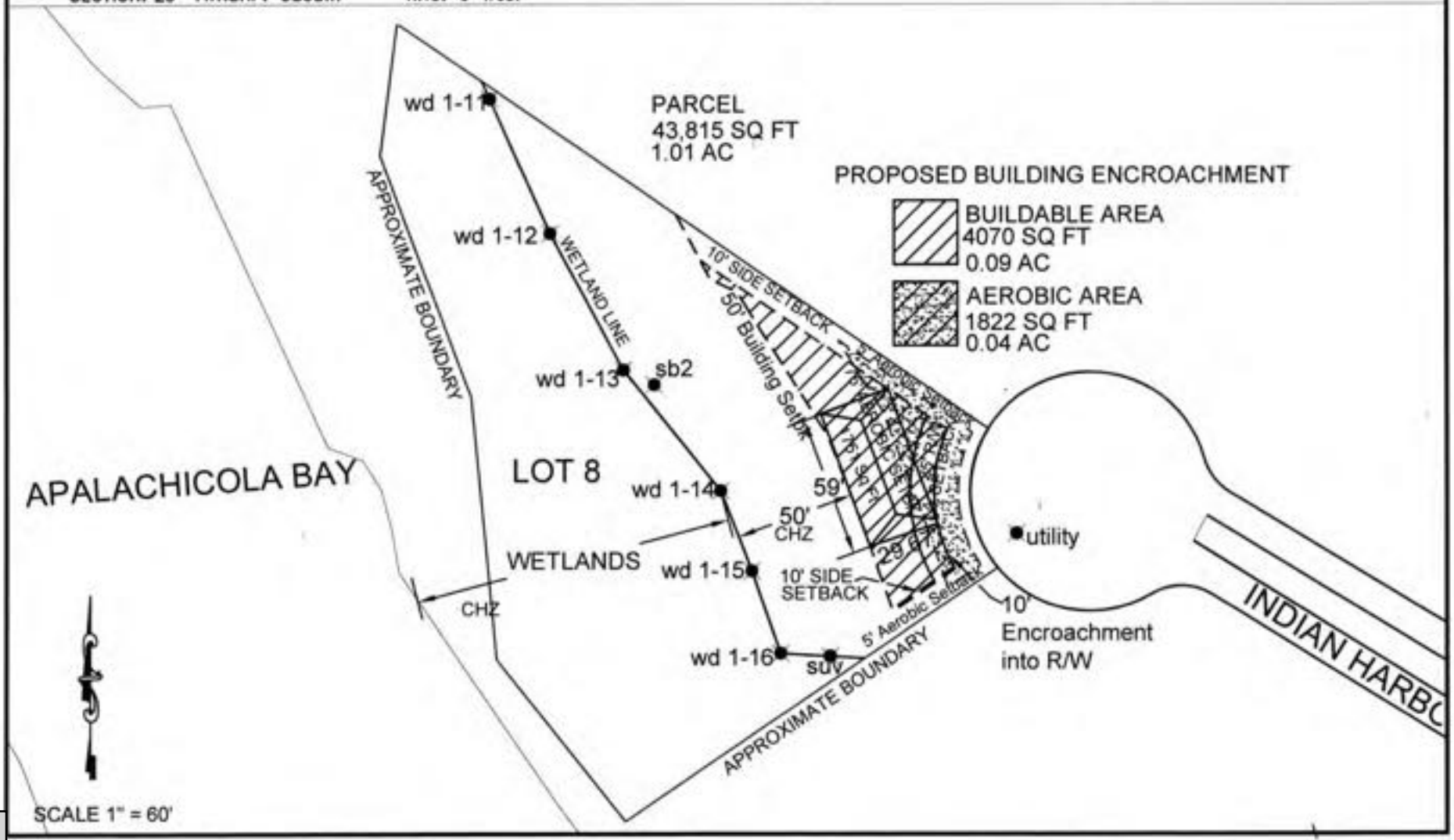
LB No. 7415

APPLICANT/CLIENT: Walter Sears
WATERBODY/CLASS: Apalachicola Bay / Classii / OFW / AP
PURPOSE: DFA
PROJECT LOCATION / USGS: SGI POA Franklin County
LATITUDE:
LONGITUDE:
SECTION: 29 TWNSHP: 9South RNG: 6 West

JOB: 21-001
DEP:
COE:
OTHER:
DATE: January 27, 2021
SHEET: 5/4



PREPARED BY: GARLICK ENVIRONMENTAL ASSOCIATES, INC.
P. O. BOX 385, APALACHICOLA FLORIDA 32329-0385 (850) 653-8899 FAX (850) 653-9656 garlick@garlickenv.com
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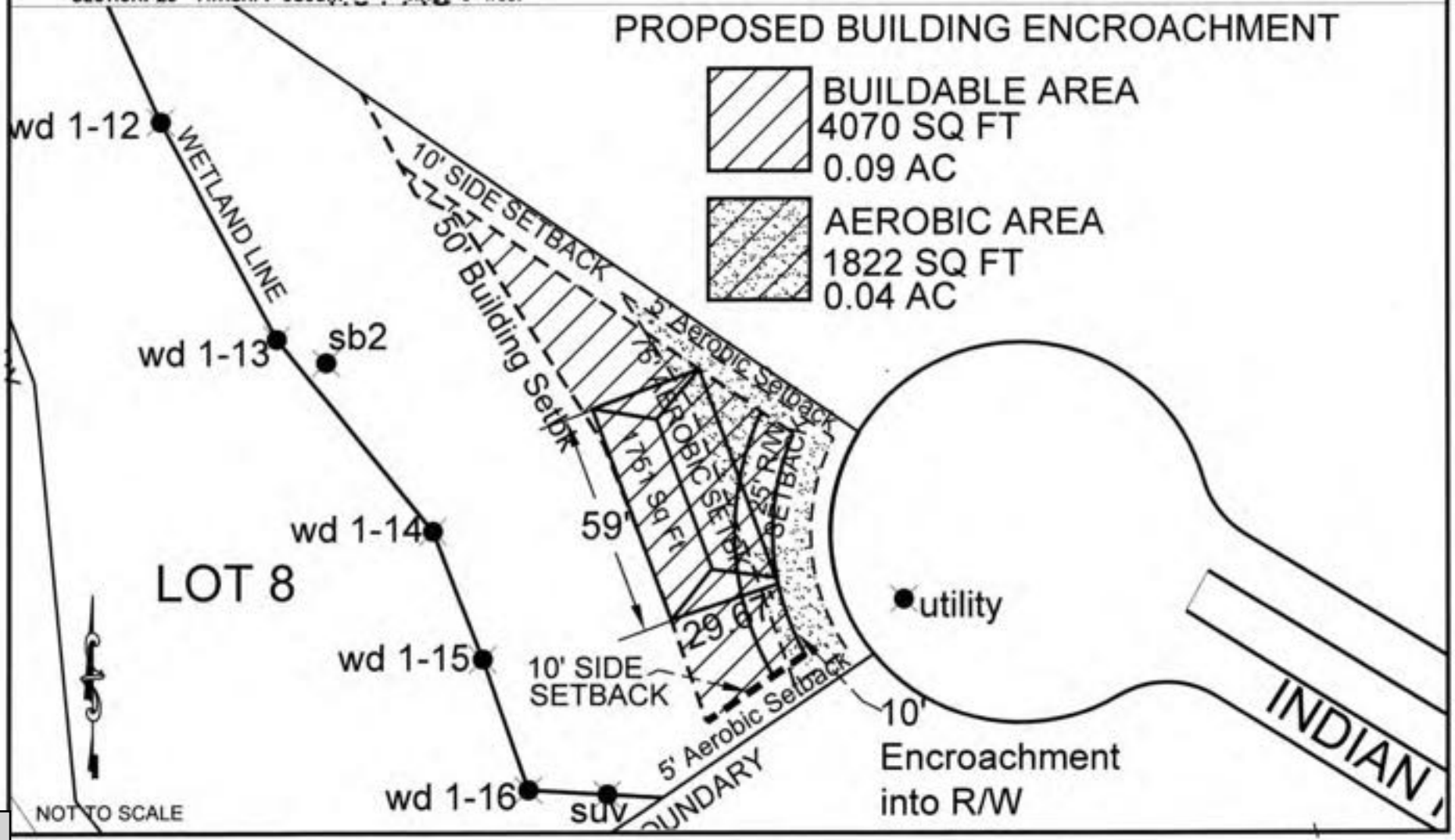
APPLICANT/CLIENT: Walter Sears
WATERBODY/CLASS: Apalachicola Bay / ClassII / OFW / AP
PURPOSE: DFA
PROJECT LOCATION / USGS: SGI POA Franklin County
LATITUDE:
LONGITUDE:
SECTION: 29 TWNSHP: 9South RNG: 6 West

JOB: 21-001
DEP:
COE:
OTHER:
DATE: January 27, 2021
SHEET: 6/6



Prepared by and return to:
Kristy Banks
Kristy Branch Banks, P.A.
171 US Hwy 98 W Suite A
Eastpoint, FL 32328
(850) 670-1255
File Number: **FP21-13**
Will Call No.:

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this **15th day of January, 2021** between **Lynn Wilson** whose post office address is **3221 Bayshore Road, Sarasota, FL 34234**, grantor, and **Sazerac, LLC, a Georgia Limited Liability Company** whose post office address is **4935 Taylor Lane, Gainesville, GA 30504**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Franklin County, Florida** to-wit:

Lot 8, INDIAN BAY VILLAGE, according to the plat thereof as recorded in Plat Book 5, Page 16, Public Records of Franklin County, Florida. Less and Except any part of said land lying within the easement as shown on said plat.

Parcel Identification Number: 29-09S-06W-7337-0000-0080

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 **12/31/2020**.

Non Homestead: subject property is not the homestead of grantor, nor is it adjacent to the homestead of grantor.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness
Printed Name: Nicole Snow

Witness
Printed Name: Joann Lempfert

Lynn Wilson

State of Florida
County of Sarasota

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization, this 11 day of January, 2021 by Lynn Wilson who [✓] is personally known or [ ] has produced a driver's license as identification.

[Seal]

Joann Lempfert
NOTARY PUBLIC - STATE OF FLORIDA
MY COMMISSION EXPIRES JULY 24, 2023
COMMISSION NO. GG 347542

Notary Public
Print Name: Joann Lempfert
My Commission Expires: July 24, 2023

Control Number : 20194676

STATE OF GEORGIA

Secretary of State

Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF ORGANIZATION

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

Sazerac LLC
a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **10/01/2020** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on **10/09/2020**.

Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF ORGANIZATION

Electronically Filed
Secretary of State
Filing Date: 10/1/2020 1:45:04 PM

BUSINESS INFORMATION

CONTROL NUMBER	20194676
BUSINESS NAME	Sazerac LLC
BUSINESS TYPE	Domestic Limited Liability Company
EFFECTIVE DATE	10/01/2020

PRINCIPAL OFFICE ADDRESS

ADDRESS	4935 Taylor Lane, Gainesville, GA, 30504, USA

REGISTERED AGENT

NAME	ADDRESS	COUNTY
Walter Sears	4935 Taylor Lane, Gainesville, GA, 30504, USA	Hall

ORGANIZER(S)

NAME	TITLE	ADDRESS
Emily Sears	ORGANIZER	4935 Taylor Lane, Gainesville, GA, 30504, USA
Walter Sears	ORGANIZER	4935 Taylor Lane, Gainesville, GA, 30504, USA

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	Walter Sears
AUTHORIZER TITLE	Member

File Attachments for Item:

C. Consideration of a request for a variance to construct a single-family dwelling 13.4 feet into the front 25-foot setback off Highway C30 and a 3 feet variance into both the left and right 10-foot side setback requirement. Property described as 1610 Highway C30, Carrabelle, Franklin County, Florida. Request submitted by Robert Mollergren & Leslie Denhard, applicants.

Advisory Board recommended approval of Front Setback variance request contingent upon Demolition of Current Home/Structure.

BOARD ACTION: Approve, Table, or Deny

Advisory Board recommended denial for side setback request.

BOARD ACTION: Approve, Table, or Deny

qPublic.net™ Franklin County, FL



Overview



Legend

- Parcels
- Roads
- City Labels

Parcel ID	28-07S-04W-0000-0030-0000	**Alternate ID**	04W07S28000000300000	**Owner Address**	MOLLERGREN ROBERT & LESLIE DENHARD
Sec/Twp/Rng	28-7S-4W	**Class**	SINGLE FAM		319 MORSE PLAZA
Property Address	1610 C 30 CARRABELLE	**Acreage**	n/a		FT MYERS, FL 33905
District	1				
Brief Tax Description	50 FT PARCEL FACING ST (Note: Not to be used on legal documents)				

Date created: 3/22/2021
Last Data Uploaded: 3/22/2021 7:41:11 AM

Developed by Schneider GEOSPATIAL

ADVISORY BOARD OF ADJUSTMENT APPLICATION
FRANKLIN COUNTY BUILDING DEPARTMENT
34 Forbes Street, Suite 1, Apalachicola, Florida 32320
Phone: 850-653-9783 Fax: 850-653-9799
http://www.franklincountyflorida.com/planning_building.aspx

ADVISORY BOARD OF ADJUSTMENT APPLICATION

PROPERTY OWNER'S NAME: Robert Mollergren / Leslie Denhard
MAILING ADDRESS: 319 Horse Plaza City/State/Zip: Fort Myers FL 33905
PHONE #: 239-693-5256 CELL #: 239-565-3074 EMAIL: mollerhail@comcast.net

AGENT'S NAME:
MAILING ADDRESS: City/State/Zip:
PHONE #: CELL #: EMAIL:

PROPERTY DESCRIPTION: 911 Address: 1610 Gulf Ave Carrabelle FL 32322
Lot/s: Block: Subdivision: Unit:
Parcel Identification #: 28-07S-04W-0000-0030-0000
JURISDICTION: ☒ Franklin County
☐ Apalachicola ☐ Eastpoint ☐ St. George Island ☐ Carrabelle ☐ Dog Island ☐ Lanark/ St. James ☐ St. Teresa ☐ Alligator Point

LEGAL DESCRIPTION OF THE PROPERTY: (MUST ATTACH LEGAL DESCRIPTION)

DESCRIPTION OF REQUEST: Seeking a variance for the front porch and stairs, back stairs and side walk ways.

ADVISORY BOARD OF ADJUSTMENT DATE:

RECOMMENDED APPROVAL: ____ **RECOMMENDED DENIAL:** ____ **RECOMMENDED TO TABLE:** ____
CONDITIONS:

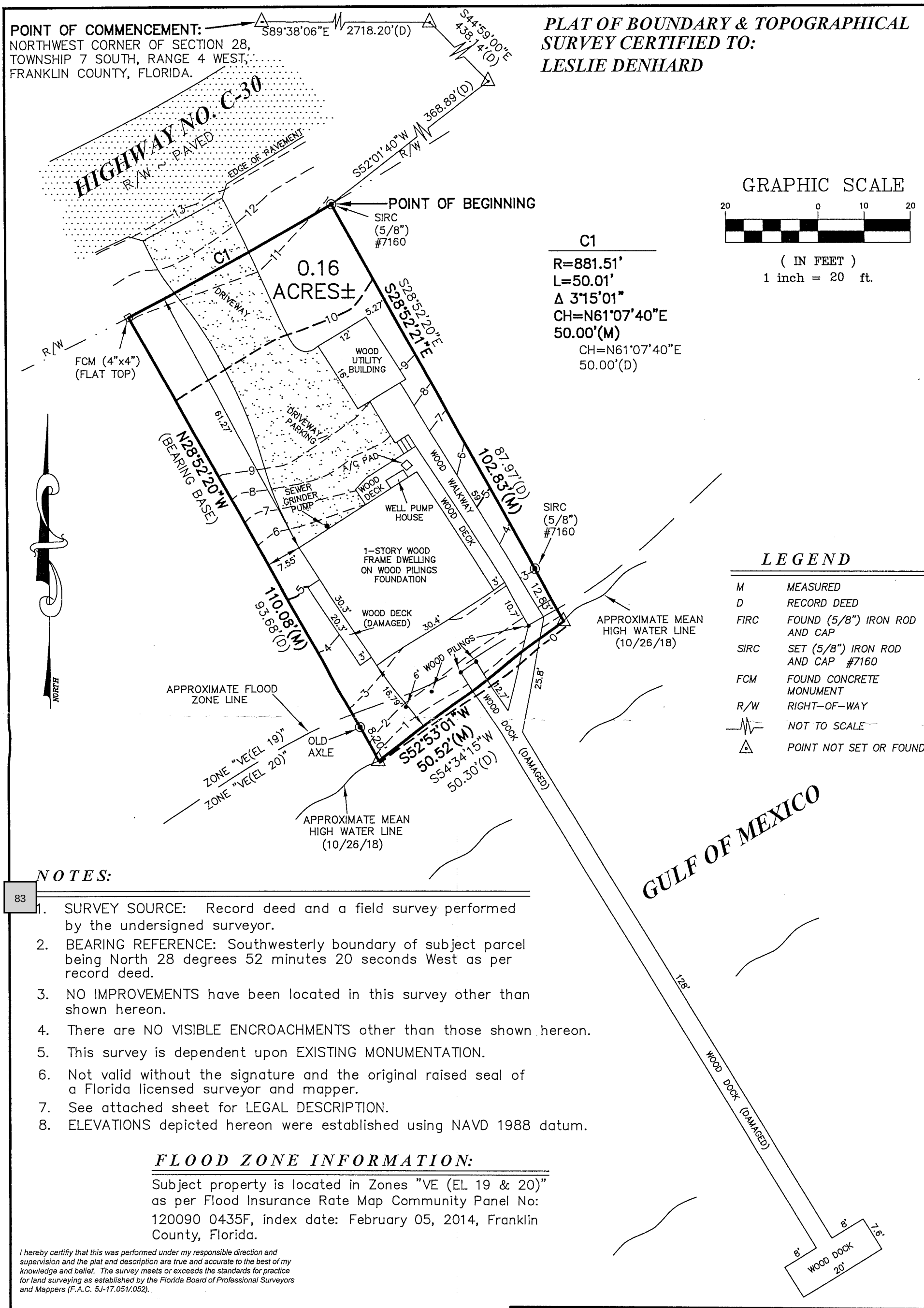
BOARD OF COUNTY COMMISSION MEETING DATE:
APPROVED: ____ **DENIED:** ____ **TABLED:** ____
CONDITIONS:

Instructions: Complete application, including proof of ownership in the form of deed, detailed description of request including any necessary information supporting request (site plan/survey) and application fee of $250.00. Return to the following address:

Franklin County
34 Forbes Street, Suite 1
Apalachicola, FL 32320

THIS VARIANCE REQUEST WILL EXPIRE ONE YEAR FROM DATE OF APPROVAL BY THE FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONER.

PLAT OF BOUNDARY & TOPOGRAPHICAL SURVEY CERTIFIED TO: LESLIE DENHARD



C1

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

GRAPHIC SCALE

20 0 10 20

(IN FEET)
1 inch = 20 ft.

LEGEND

M	*MEASURED*
D	*RECORD DEED*
FIRC	*FOUND (5/8") IRON ROD AND CAP*
SIRC	*SET (5/8") IRON ROD AND CAP #7160*
FCM	*FOUND CONCRETE MONUMENT*
R/W	*RIGHT-OF-WAY*
	NOT TO SCALE
	POINT NOT SET OR FOUND

NOTES:

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

FLOOD ZONE INFORMATION:

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

I hereby certifiy that this was performed under my responsible direction and supervision and the plat and description are true and accurate to the best of my knowledge and belief. The survey meets or exceeds the standards for practice for land surveying as established by the Florida Board of Professional Surveyors and Mappers (F.A.C. 5J-17.051/.052).

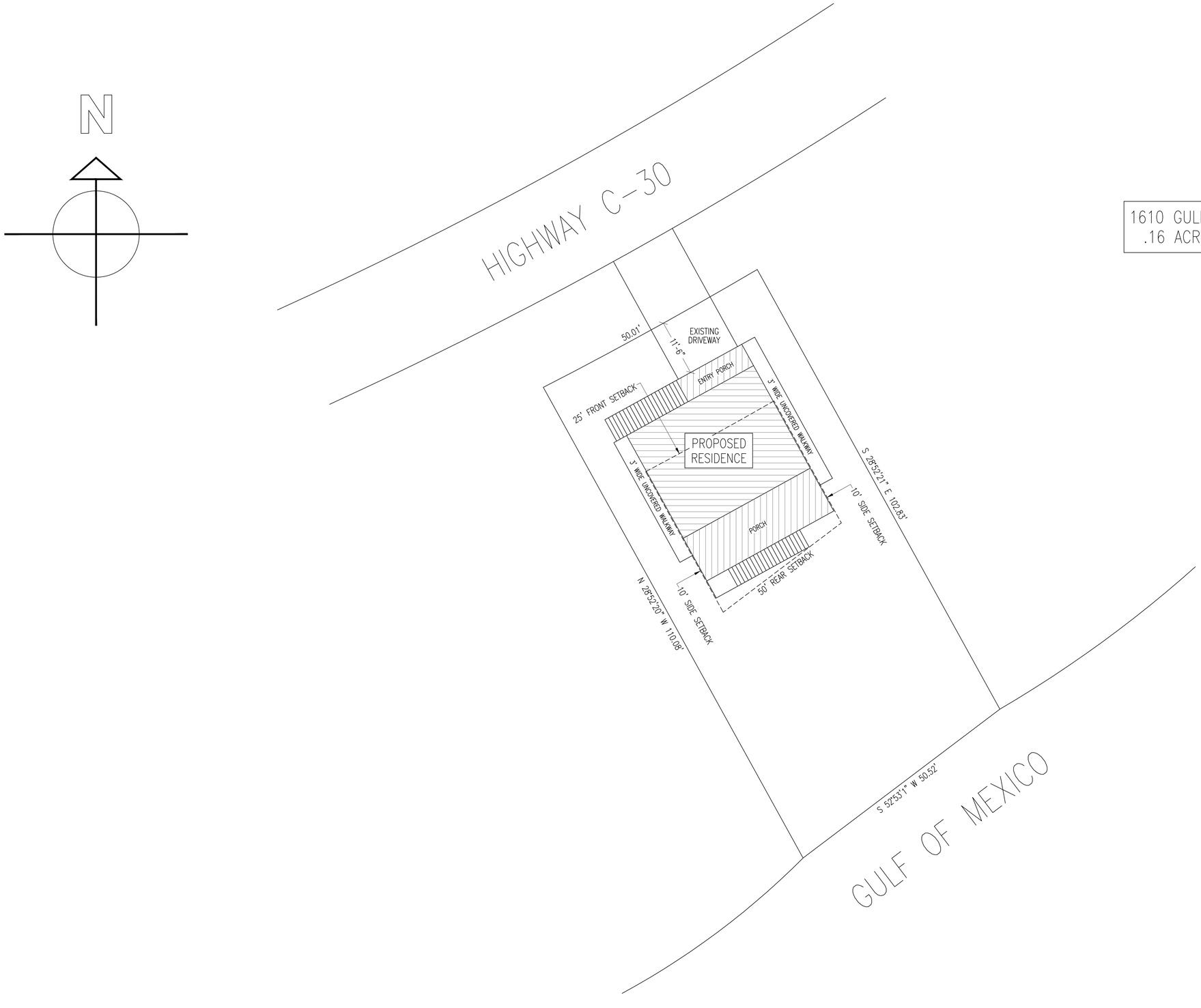
The undersigned surveyor has not been provided a current title opinion or abstract of matters affecting title or boundary to the subject property. It is possible there are deeds of records, unrecorded deeds, easements or other instruments which could affect the boundaries.

JAMES T. RODDENBERRY
Surveyor and Mapper
Florida Certificate No: 4261

THURMAN RODDENBERRY & ASSOCIATES, INC
PROFESSIONAL SURVEYORS AND MAPPERS
P.O. BOX 100 • 125 SHELDON STREET • SOPCHOPPY, FLORIDA 32358
PHONE NUMBER: 850-962-2538 FAX NUMBER: 850-962-1103
LB # 7160

DATE: 10/31/18	DRAWN BY: BB	N.B.609 PG.36	COUNTY: FRANKLIN
FILE: 18495.DWG	DATE OF LAST FIELD WORK: 10/26/18	JOB NUMBER: 18-495	

MOLLERGREN SITE.dwg Mar 09, 2021 - 9:32am

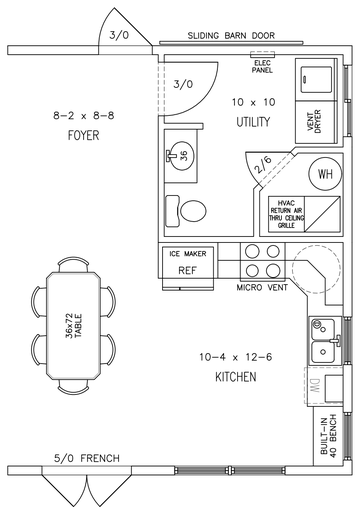


1610 GULF AVENUE
.16 ACRES MOL

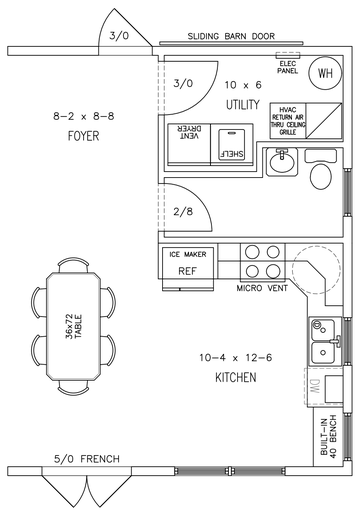
Oasis Designs	SITE PLAN
5082 Bird Nest Trail Tallahassee, FL 32312 (850) 668-3111	SCALE: 1"=10' SHEET # DATE: 2/17/21 NAME: MOLLERGREN BEACH HOUSE

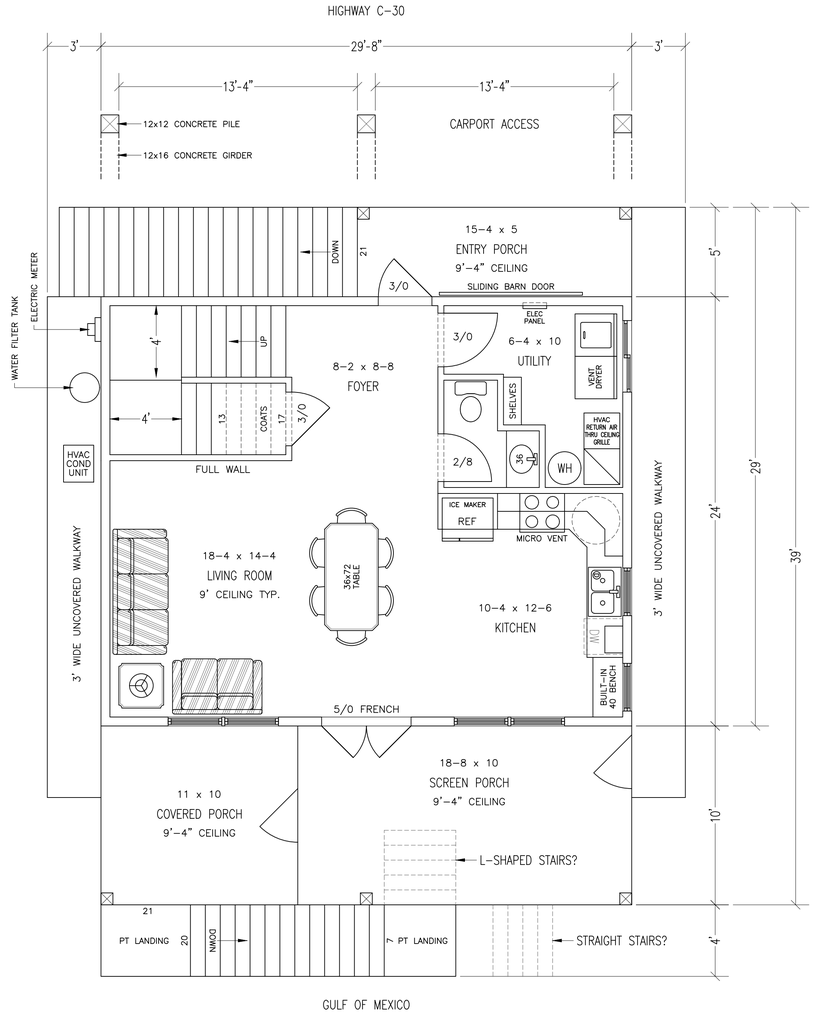
OASIS DESIGNS, INC. RETAINS ALL RIGHTS TO THE DESIGN AND DRAWINGS CONTAINED HEREIN AND PROHIBITS ANY REPRODUCTION OF THESE DRAWINGS WITHOUT WRITTEN PERMISSION FROM OASIS DESIGNS, INC.

UTILITY ROOM OPTION #1



UTILITY ROOM OPTION #2





712 SF FIRST FLOOR LEVEL
640 SF SECOND FLOOR LEVEL (ESTIMATED)
1352 SF TOTAL CONDITIONED SPACE

CLIENT TIME LOG

7 HOURS ESTIMATED FOR CONSULTATION AND PLAN REVISIONS

2/26/21	TELEPHONE CONFERENCE	.5 HOUR
2/26/21	REVISE FLOOR PLAN	1 HOUR
3/2/21	REVISE FLOOR PLAN	1.25 HOURS

SHIFT DINING TABLE INTO KITCHEN AREA???
REMOVE DISHWASHER???
REVIEW UTILITY ROOM OPTIONS
MOVE WATER HEATER BELOW STAIRS???
STRAIGHT OR L-SHAPED EXTERIOR STAIRS???

Oasis Designs
5082 Bird Nest Trail
Tallahassee, FL 32312
(850) 668-3111

FLOOR PLAN

SCALE: 1/4" = 1'-0"
SHEET #
DATE: 2/17/21
NAME: MOLLERGREN BEACH HOUSE

File Attachments for Item:

A. Consideration of a request to construct a Single Family Private Dock located at 1545 Alligator Drive, Lot 3, Block R, Peninsular Point, Unit 5, Alligator Point, Franklin County, Florida. The applicant has both State and Federal Permits. The dock will be 229' x 4' with a 6' x 20' terminal platform and a 12' x 20' proposed boatlift. Request submitted by Robert Kirby, applicant. (House Under Construction- #29097) **P&Z Board Recommended Approval**

BOARD ACTION: Approve, Table, or Deny

qPublic.net™ Franklin County, FL



Overview



Legend

- Parcels
- Roads
- City Labels

Parcel ID	02-07S-02W-1045-000R-0030	**Alternate ID**	02W07S021045000R0030	**Owner Address**	KIRBY ROBERT H
Sec/Twp/Rng	2-7S-2W	**Class**	SINGLE FAM		2755 MILLSTONE PLANTATION RD
Property Address	1545 ALLIGATOR DR	**Acreage**	0.568		TALLAHASSEE, FL 32312
District	7				
Brief Tax Description	UNIT 5 BL R LOT 3				
	(Note: Not to be used on legal documents)				

Date created: 3/3/2021
Last Data Uploaded: 3/3/2021 7:41:34 AM

Developed by Schneider GEOSPATIAL



GARLICK ENVIRONMENTAL ASSOCIATES, INC.

SPECIALIZING IN: REGULATORY PERMITS • WETLANDS/UPLAND JURISDICTIONAL DELINEATIONS • SUBMERGED LAND LEASES • ECOLOGICAL INVENTORY ASSESSMENTS • CONSERVATION AND OTHER EASEMENTS • EXPERT WITNESS AND ENVIRONMENTAL LITIGATION SERVICES • MITIGATION • CULTURAL RESOURCE ANALYSIS • CREATIVE MARINA, DOCK, AND SUBDIVISION DESIGN

RECEIVED
JUN 09 2020
BY: AK

June 9, 2020

Ms Amy Kelly
Franklin County Planning & Zoning
33 Commerce Street
Apalachicola, FL 32320

Re: Dock Approval
GEA File No. 20-035 / Robert (Rip) Kirby
FDEP File No. 0369382-001-EG/19

Dear Ms. Kelly:

By this letter, we are requesting you place the referenced project on the next Franklin County Planning and Zoning meeting to be held on July 14, 2020, as well as, the Franklin County Board of County Commissioners meeting to be held on July 21, 2020.for the construction of a Single Family Residential Dock. Attached is a copy of the permit for the referenced project. Please note the FDEP permit also includes approval from the COE.

Also, attached is a request to FDEP/COE for a 40 ft. extension of the proposed permitted dock. We have not as of this date received approval for the extension, however, I have received an email from FDEP stating that she is working on the permit draft for Kirby. Hopefully it will be here by the meeting date.

If you have any questions, please let us know.

Sincerely,

Dan Garlick, President
Garlick Environmental Associates, Inc.

Attachments

P.O. BOX 385
APALACHICOLA, FL 32329-0385
(850) 653-8899 FAX (850) 653-9656
garlick@garlickenv.com



GARLICK ENVIRONMENTAL ASSOCIATES, INC.

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LETTER OF TRANSMITTAL

April 16, 2020

Mr. Wade Dandridge
FDEP / Pensacola Office
160 West Government Street
Suite 308
Pensacola, FL 32502

RE: Extension of an Existing Dock
Additional Boat Lift
Alligator Drive / Franklin County
GEA File No. 18-113 – Robert Kirby
FDEP 0369382-001-EG-19, Franklin County

The proposed project is located in Section 2, Township 7 South, Range 2 West, in Franklin County, FL. The waterbody at the project site is Alligator Harbor, Class II, an OFW, and an Aquatic Preserve.

The attached application is for an extension of 40 ft. to the already permitted access walkway of the dock, as well as, an additional boat lift, 11 ft. in width and 25 ft. in length. The extension also includes increasing the size of the already permitted boat lift to 12'x30', as well as, increasing the terminus to 8 ft. by 20 ft. The purpose of extending the access walkway is to allow our client additional room to access his boat lift without encroaching into the existing neighbor's dock. Please see Sheet 3A/4 for further clarification.

The materials to be used to construct the proposed dock and boat lifts will be transported to the site by truck. The piles will be jetted. However, provisions will include maintaining State Water Quality standards for turbidity by installing turbidity curtains. A barge will assist in the construction of the proposed boat lift and dock. The depth of water at the location of the proposed dock and boatlifts is -3.00 feet at Mean Low Water (MLW). The Mean High Water and Mean Low Water Lines are indicated on the attached drawings. No emergent nor submerged vegetation exists within the alignment of the proposed dock, nor the boat lifts.

Evidence of title to the subject riparian upland property is attached in the form of a Warranty Deed. The upland area is presently zoned as residential and no changes are proposed.

GARLICK ENVIRONMENTAL ASSOCIATES, INC. POST OFFICE BOX 385 APALACHICOLA, FL 32329-0385
PHONE: (850) 653-8899 FAX: (850) 653-9656

If you have any questions or need any additional assistance, please do not hesitate to call us at (805) 653-8899 or email us dan@garlickenv.com or maryann@garlickenv.com.

Sincerely,



Mary Ann Wasmund, Permit Specialist
Garlick Environmental Associates, Inc.

Attachments

cc: Robert Kirby

PREPARED BY: GARLICK ENVIRONMENTAL ASSOCIATES, INC.
P. O. BOX 385, APALACHICOLA FLORIDA 32329-0385 (850) 653-8899 FAX (850) 653-9656 garlick@garlickenv.com
LB No. 7415

APPLICANT/CLIENT: Robert Kirby
WATERBODY/CLASS: Alligator Harbor / ClassII / OFW / AP
PURPOSE: Environmental Permitting
PROJECT LOCATION / USGS: Alligator Point / Franklin County
LATITUDE:
LONGITUDE:
SECTION: 2 TWNSHP: 7 South RNG: 2 West

JOB: 18-113
DEP:
COE:
OTHER:
DATE: April 15, 2020
SHEET: 1/4



PREPARED BY: GARLICK ENVIRONMENTAL ASSOCIATES, INC.

APPLICANT/CLIENT: Robert Kirby
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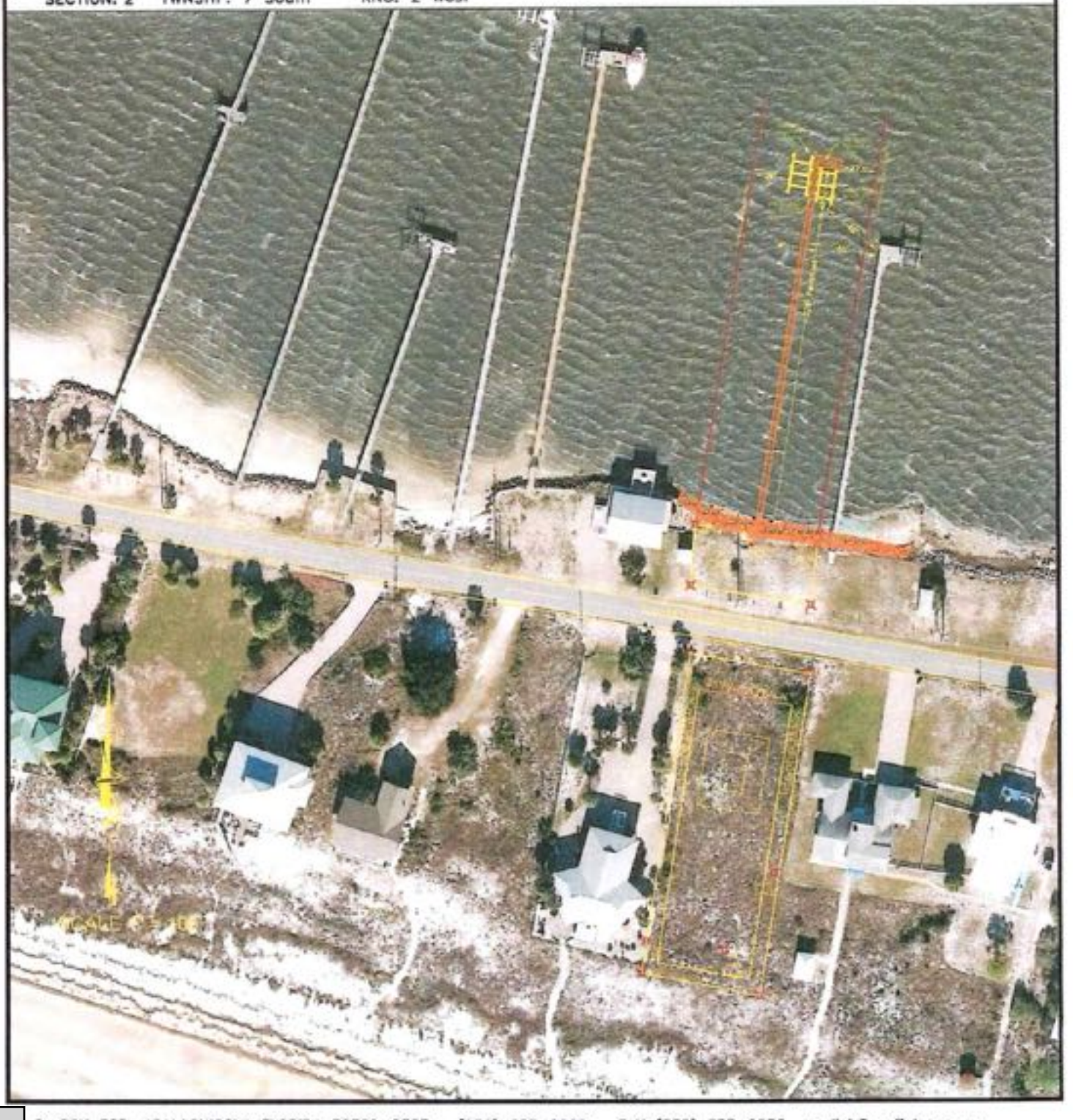
OTHER:
DATE: April 15, 2020
SHEET: 2/4



O. BOX 385, APALACHICOLA FLORIDA 32329-0385 (850) 653-8899 FAX (850) 653-9656 garlick@garlickenv.com

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APPLICANT/CLIENT: Robert Kirby
WATERBODY/CLASS: Alligator Harbor / ClassII / OFW / AP
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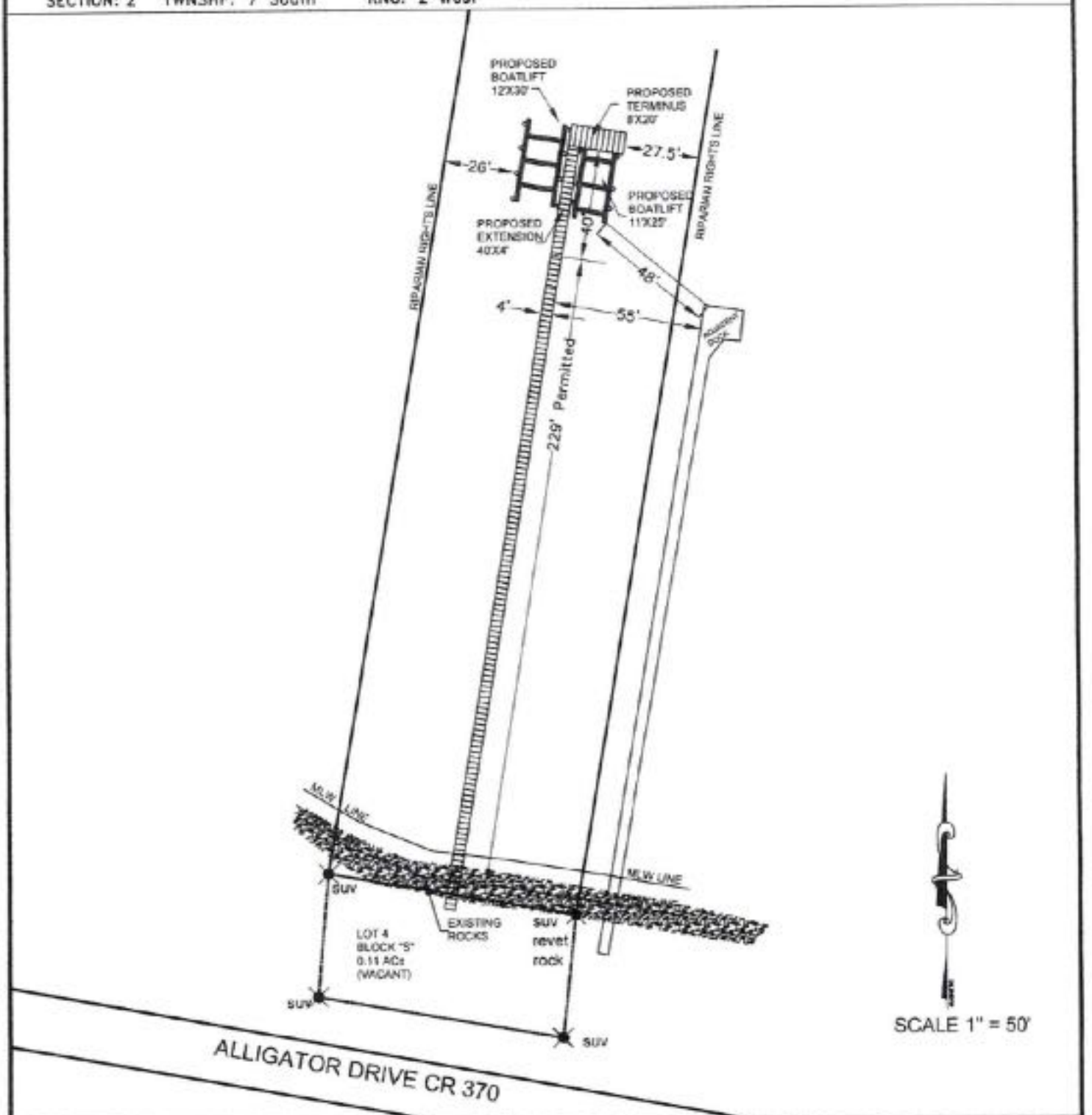
SHEET: 3/4



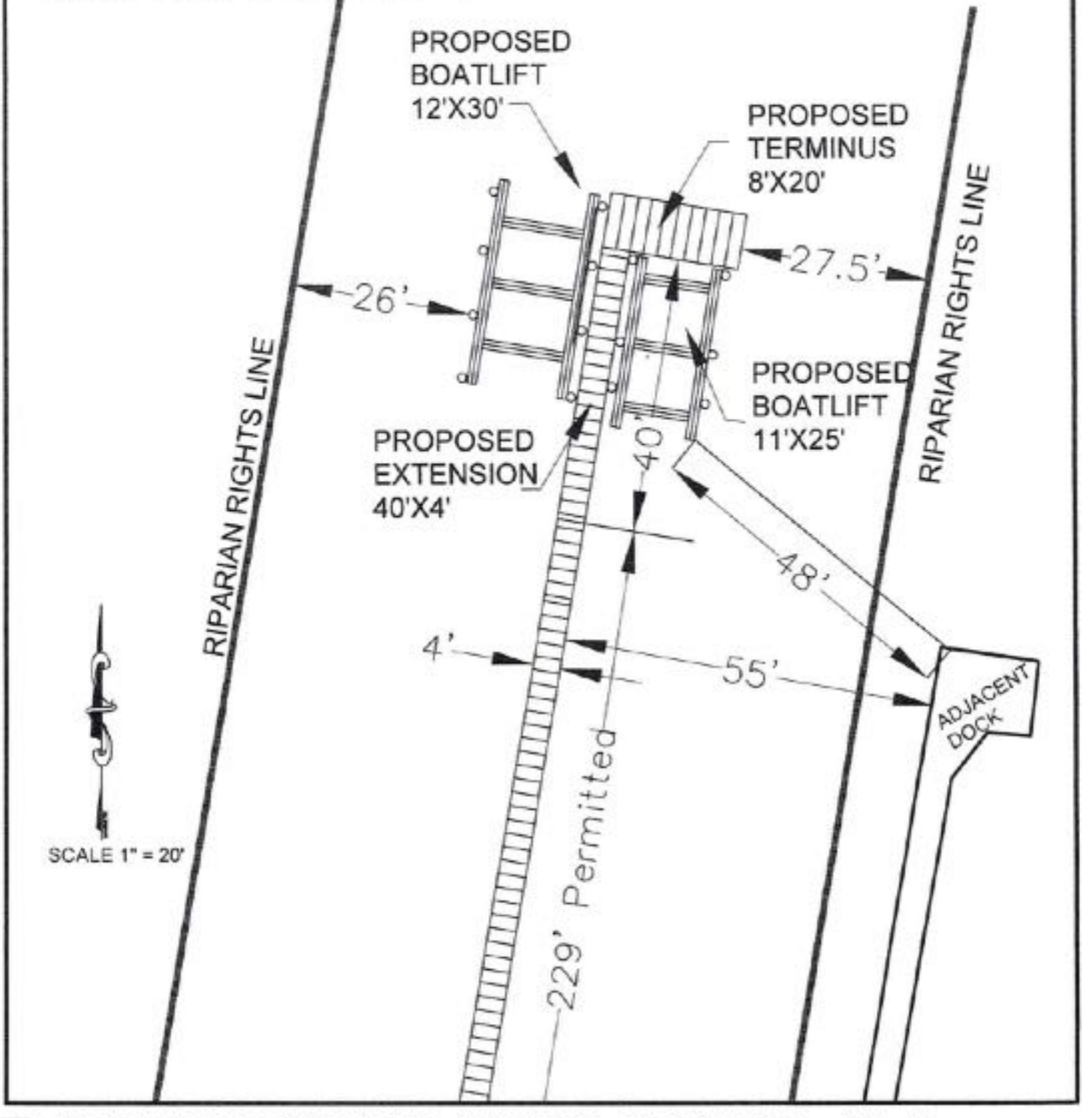
O. BOX 385, APALACHICOLA FLORIDA 32329-0385 (850) 653-8899 FAX (850) 653-9656 garlick@garlickenv.com

PREPARED BY: GARLICK ENVIRONMENTAL ASSOCIATES, INC.

APPLICANT/CLIENT: Robert Kirby
WATERBODY/CLASS: Alligator Harbor / Classll / OFW / AP
PURPOSE: Environmental Permitting
PROJECT LOCATION / USGS: Alligator Point / Franklin County
LATITUDE:
LONGITUDE:

JOB: 18-113
DEP:
COE:
OTHER:
DATE: April 15, 2020
SHEET: 3A/4

SECTION: 2 TWNSHP: 7 South RNG: 2 West



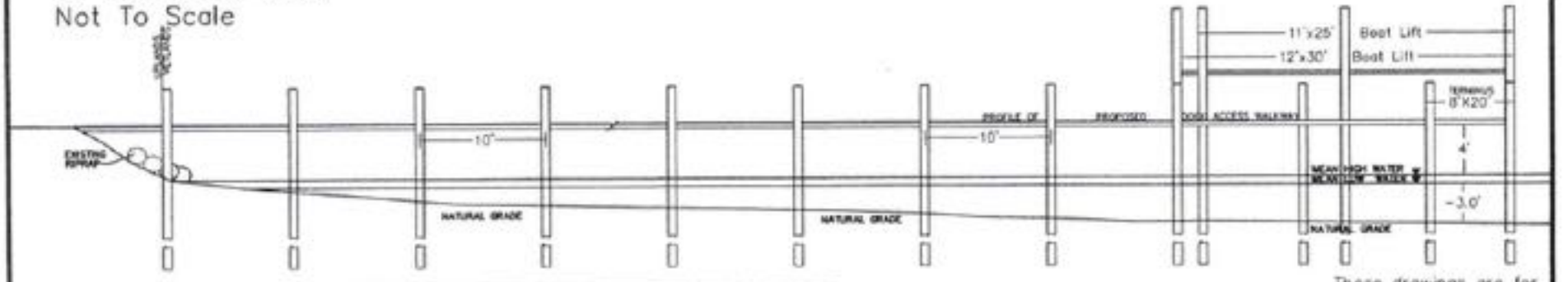
P. O. BOX 385, APALACHICOLA FLORIDA 32329-0385 (850) 653-8899 FAX (850) 653-9656 garlick@garlickenv.com

PREPARED BY: GARLICK ENVIRONMENTAL ASSOCIATES, INC.
P. O. BOX 385, APALACHICOLA FLORIDA 32329-0385 (850) 653-8899 FAX (850) 653-9656 garlick@garlickenv.com
LB No. 7415

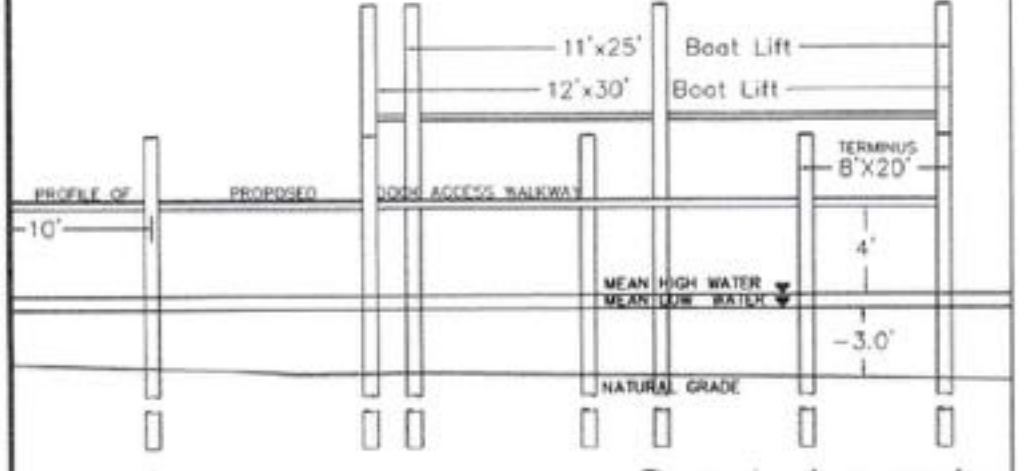
APPLICANT/CLIENT: Robert Kirby
WATERBODY/CLASS: Alligator Harbor / ClassII / OFW / AP
PURPOSE: Environmental Permitting
PROJECT LOCATION / USGS: Alligator Point / Franklin County
LATITUDE:
LONGITUDE:
SECTION: 2 TWNSHP: 7 South RNG: 2 West

JOB: 18-113
DEP:
COE:
OTHER:
DATE: April 15, 2020
SHEET: 4/4

CROSS SECTION
OF PROPOSED DOCK
Not To Scale



These drawings are for permitting purposes only. Not intended for construction purposes



These drawings are for permitting purposes only. Not intended for construction purposes

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Legend
- Parcels
- Roads
- City Labels

Parcel ID	02-07S-02W-1045-000R-0030	**Alternate ID**	02W07S021045000R0030	**Owner Address**	KIRBY ROBERT H
Sec/Twp/Rng	2-7S-2W	**Class**	VACANT		2755 MILLSTONE PLANTATION RD
Property Address	1545 ALLIGATOR DR	**Acreage**	0.568		TALLAHASSEE, FL 32312
District	7				
Brief Tax Description	UNIT 5 BL R LOT 3				
	(Note: Not to be used on legal documents)				

Date created: 4/17/2020
Last Data Uploaded: 4/17/2020 7:38:29 AM

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A.

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Parcel Summary

Parcel ID	02-07S-02W-1045-0005-0040
Location Address	1544 ALLIGATOR DR 32346
Brief Tax Description*	UNIT 5 BL 5 LOT 4 OR 171/62 OR 171/69 PENN POINT 647/477 1179/192 *The Description above is not to be used on legal documents.
Property Use Code	VACANT (000000)
Sec/Twp/Rng	2-7S-2W
Tax District	Alligator Point (District 7)
Millage Rate	13.4617
Acreage	0.000
Homestead	N

View Map

Owner Information

Primary Owner
Kirby Robert H
2755 Millstone Plantation Rd
Tallahassee, FL 32312

Land Information

Code	Land Use	Number of Units	Unit Type	Frontage	Depth
999910	DOCK PERMISSIV	1.00	UT	0	0

Sales

Multi Parcel	Sale Date	Sale Price	Instrument	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
N	10/20/2016	$390,000	WD	1179	192	Qualified (Q)	Vacant	THORNBERRY AKA DEEB LONG	KIRBY

Valuation

	2019 Preliminary Certified	2019 Certified	2018 Certified	2017 Certified	2016 Certified
Building Value	$0	$0	$0	$0	$0
Extra Features Value	$0	$0	$0	$0	$0
Land Value	$35,000	$35,000	$25,000	$15,000	$15,000
Land Agricultural Value	$0	$0	$0	$0	$0
Agricultural (Market) Value	$0	$0	$0	$0	$0
Just (Market) Value	$35,000	$35,000	$25,000	$15,000	$15,000
Assessed Value	$18,150	$19,965	$16,500	$15,000	$5,500
Exempt Value	$0	$0	$0	$0	$0
Taxable Value	$18,150	$19,965	$16,500	$15,000	$5,500
Maximum Save Our Homes Portability	$16,850	$0	$8,500	$0	$9,500

"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.

TRIM Notices

2019 TRIM Notice

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

[illegible]

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Version 2.3.54

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Legend
- Parcels
- Roads
- City Labels

Parcel ID	02-07S-02W-1045-0005-0040	**Alternate ID**	02W07S021045000S0040	**Owner Address**	KIRBY ROBERT H
Sec/Twp/Rng	2-7S-2W	**Class**	VACANT		2755 MILLSTONE PLANTATION RD
Property Address	1544 ALLIGATOR DR	**Acreage**	n/a		TALLAHASSEE, FL 32312
District	7				
Brief Tax Description	UNIT 5 BL 5 LOT 4				
	(Note: Not to be used on legal documents)				

Date created: 4/17/2020
Last Data Uploaded: 4/17/2020 7:38:29 AM

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Parcel Summary

Parcel ID	02-07S-02W-1045-000R-0030
Location Address	1545 ALLIGATOR DR 32346
Brief Tax Description*	UNIT 5 BL R LOT 3 OR 171/62 PENN POINT 774/579 1179/192 *The Description above is not to be used on legal documents.
Property Use Code	VACANT (000000)
Sec/Twp/Rng	2 7S 2W
Tax District	Alligator Point (District 7)
Millage Rate	13.4617
Acreage	0.568
Homestead	N

View Map

Owner Information

Primary Owner
Kirby Robert H
2755 Millstone Plantation Rd
Tallahassee, FL 32312

Land Information

Code	Land Use	Number of Units	Unit Type	Frontage	Depth
000125	GULF FRONT ALLI PT	24,750.00	SF	90	275

Sales

Multi Parcel	Sale Date	Sale Price	Instrument	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
N	10/20/2016	$390,000	WD	1179	192	Qualified (Q)	Vacant	THORNBERRY	KIRBY
N	02/02/2004	$100	WD	774	579	Unqualified (U)	Vacant	LONG	THORNBERRY

Valuation

	2019 Preliminary Certified	2019 Certified	2018 Certified	2017 Certified	2016 Certified
Building Value	$0	$0	$0	$0	$0
Extra Features Value	$0	$0	$0	$0	$0
Land Value	$371,250	$371,250	$297,000	$228,937	$228,937
Land Agricultural Value	$0	$0	$0	$0	$0
Agricultural (Market) Value	$0	$0	$0	$0	$0
Just (Market) Value	$371,250	$371,250	$297,000	$228,937	$228,937
Assessed Value	$277,014	$304,715	$251,831	$228,937	$228,937
Exempt Value	$0	$0	$0	$0	$0
Taxable Value	$277,014	$304,715	$251,831	$228,937	$228,937
Maximum Save Our Homes Portability	$94,236	$0	$45,169	$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.

TRIM Notices

2019 TRIM Notice

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

The Assessor's Office is continually editing and updating its tax roll. This website is intended to provide the most current information possible, but is subject to change without notice. The Assessor and his staff assume no responsibility for the accuracy of the data shown on this website. Some of the information is from tax roll records and may contain errors. The Assessor reserves the right to correct any such errors discovered.

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Version 2.3.54

A.

Inst. Number: 201619005057 Book: 1179 Page: 192 Page 1 of 2 Date: 10/24/2016 Time: 4:00 PM
Marcia Johnson Clerk of Courts, Franklin County, Florida Doc Deed: 2,730.00

This Instrument Prepared by & return to:
Name: *W. Crit Smith, Esq.*
Susan S. Thompson, Esq.
Frank S. Shaw, III, Esq.

Address: *Smith, Thompson & Shaw*
Fourth Floor, 3520 Thomasville Rd.

Parcel I.D. #: *20163245ANH*
02-07S-02W-1045-000R-0030
02-07S-02W-1045-0008-0040

Inst: 201619005057 Date: 10/24/2016 Time: 4:00PM
Page 1 of 2 B: 1179 P: 192, Marcia Johnson, Clerk of Court
Franklin, County, By: SM Deputy Clerk
Doc Stamp-Deed: 2730.00

SPACE ABOVE THIS LINE FOR PROCESSING DATA — SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS WARRANTY DEED *Made the 20th day of* ***October****, A.D. 2016, by* ***MARCIA DEEB THORNBERRY****, a/k/a* ***MARCIA DEEB LONG****, A MARRIED WOMAN, hereinafter called the grantor, to* ***ROBERT H. KIRBY****, A MARRIED MAN, whose post office address is* ***2755 MILLSTONE PLANTATION ROAD, TALLAHASSEE, FL 32312****, hereinafter called the grantee:*

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument, singular and plural, and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

Witnesseth: *That the grantor, for and in consideration of the sum of $10.00 and other valuable consideration, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee all that certain land situate in* ***Franklin County, State of Florida****, viz:*

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.
The grantor does herein affirm that the above described property is not homestead property.
Subject to taxes for the year 2016 and subsequent years, restrictions, reservations, covenants and easements of record, if any.

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 she is lawfully seized of said land in fee simple; that she has good right and lawful authority to sell and convey said land, and 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 December 31, 2015.*

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

Signed, sealed and delivered in the presence of:

Witness Signature

Printed Name

Witness Signature

Cindy Jordan
Printed Name

MARCIA DEEB THORNBERRY
Address:
2810 CLINE STREET, TALLAHASSEE, FL 32308

State of Florida
County of Leon

I hereby Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared MARCIA DEEB THORNBERRY, A MARRIED WOMAN, known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that he/she executed the same, and that I relied upon the following form of identification of the above-named person:

and that an oath was not taken.

Witness my hand and official seal in the County and State last aforesaid this 20th day of October, A.D. 2016.

/_____/
Notary Public Rubber Stamp Seal

Notary Signature

Printed Notary Signature

SUSAN S. THOMPSON
MY COMMISSION # FF 207[illegible]
EXPIRES: June 16, 2019
Bonded Thru Notary Public Underwriters

Inst. Number: 201619005057 Book: 1179 Page: 193 Page 2 of 2 Date: 10/24/2016 Time: 4:00 PM
Marcia Johnson Clerk of Courts, Franklin County, Florida Doc Deed: 2,730.00

EXHIBIT "A"

The land referred to herein below is situated in the County of Franklin, State of Florida, and is described as follows:

Parcel 1

Lot 3, Block "R" of PENINSULAR POINT UNIT NO. 5, according to the Plat thereof as recorded in Plat Book 1, Page(s) 29, of the Public Records of Franklin County, Florida.

Parcel 2

Lot 4, Block "S" of PENINSULAR POINT UNIT NO. 5, according to the Plat thereof as recorded in Plat Book 1, Page(s) 29, of the Public Records of Franklin County, Florida.

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Legend
- Parcels
- Roads
- City Labels

Parcel ID	02-07S-02W-1045-0005-0050	**Alternate ID**	02W07S021045000S0050	**Owner Address**	RB ASSET MANAGEMENT,LLC
Sec/Twp/Rng	2-7S-2W	**Class**	VACANT		1843 COMMERCE BLVD
Property Address	1542 ALLIGATOR DR	**Acreage**	n/a		MIDWAY, FL 32343
District	7				
Brief Tax Description	UNIT 5 BL 5 LOT 5 PEN POINT				

(Note: Not to be used on legal documents)

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This is Mr Deeb's Dock - Property Appraiser's drawing indicates it's on Mr Kirby's parcel. Spoke w/ Wade Dandridge - He said it is okay, they deal with this from time to time -

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Parcel Summary

Parcel ID	02-07S-02W-1045-000S-0050
Location Address	1542 ALLIGATOR DR 32346
Brief Tax Description*	UNIT 5 BL 5 LOT 5 PEN POINT OR 171/69 647/477 1237/288 *The Description above is not to be used on legal documents.
Property Use Code	VACANT (000000)
Sec/Twp/Rng	2-7S-2W
Tax District	Alligator Point (District 7)
Millage Rate	13.4617
Acreage	0.000
Homestead	N

View Map

Owner Information

Primary Owner
RB Asset Management LLC
1843 Commerce Blvd
Midway, FL 32343

Land Information

Code	Land Use	Number of Units	Unit Type	Frontage	Depth
999910	DOCK PERMISSIV	1.00	UT	0	0

Sales

Multi Parcel	Sale Date	Sale Price	Instrument	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
N	01/07/2019	$50,000	WD	1237	288	Qualified (Q)	Vacant	LONG	RB ASSET MANAGEMENT,LLC

Valuation

	2019 Preliminary Certified	2019 Certified	2018 Certified	2017 Certified	2016 Certified
Building Value	$0	$0	$0	$0	$0
Extra Features Value	$0	$0	$0	$0	$0
Land Value	$35,000	$35,000	$25,000	$15,000	$15,000
Land Agricultural Value	$0	$0	$0	$0	$0
Agricultural (Market) Value	$0	$0	$0	$0	$0
Just (Market) Value	$35,000	$35,000	$25,000	$15,000	$15,000
Assessed Value	$7,321	$8,053	$6,655	$6,050	$5,500
Exempt Value	$0	$0	$0	$0	$0
Taxable Value	$7,321	$8,053	$6,655	$6,050	$5,500
Maximum Save Our Homes Portability	$27,679	$0	$18,345	$8,950	$9,500

"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.

TRIM Notices

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

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Version 2.3.54

FLORIDA DEPARTMENT OF
Environmental Protection

Northwest District
160 W. Government Street, Suite 308
Pensacola, Florida 32502

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

November 28, 2018

Robert Kirby
2755 Millstone Road
Tallahassee, Florida 32312
ripkirby@rhmgt.us

File Name: Kirby Single-Family Dock
File No.: 0369382-001-EG-19, Franklin County

Dear Mr. Kirby:

On October 5, 2018, we received your notice of intent to use a General Permit (GP) pursuant to Rule 62-330.427, Florida Administrative Code (F.A.C.) to construct a 1,036 square-foot single-family dock consisting of a 229-foot by 4-foot access walkway and a 6-foot by 20-foot terminal platform with a single uncovered boatlift within Alligator Harbor, Class II Outstanding Florida Waters, Alligator Harbor Aquatic Preserve, Prohibited Shellfish Harvesting Area. The project is located at 1544 Alligator Drive, Alligator Point, Florida, 32346, Parcel No. 02-07S-02W-1045-000S-0040, in Section 2, Township 7 South, Range 2 West of Franklin County; at approximately 29°54'5.0" North Latitude, 84°24'4.68" West Longitude.

Your intent to use a general permit has been reviewed by Department staff for three types of authorization: (1) regulatory authorization, (2) proprietary authorization (related to state-owned submerged lands), and (3) federal authorization. The authority for review and the outcomes of the reviews are listed below. Please read each section carefully.

Your project qualifies for all three authorizations. However, this letter does not relieve you from the responsibility of obtaining other federal, state, or local authorizations that may be required for the activity.

If you change the project from what you submitted, the authorizations granted may no longer be valid at the time of commencement of the project. Please contact us prior to beginning your project if you wish to make any changes.

1. Regulatory Review – Approved

Based on the forms, drawings, and documents submitted with your notice, it appears that the project meets the requirements for the General Permit under Rule 62-330.427, F.A.C. Any activities performed under a general permit are subject to general conditions required in Rule 62-330.405, F.A.C. (attached) and the specific conditions of Rule 62-330.427, F.A.C. (attached). Any deviations from these conditions may subject the permittee to enforcement action and possible penalties.

Please be advised that the construction phase of the GP must be completed within five years from the date the notice to use the GP was received by the Department. If you wish to continue this GP beyond the expiration date, you must notify the Department at least 30 days before its expiration.

Authority for review – Part IV of Chapter 373, Florida Statutes (F.S.), Title 62, F.A.C., and in accordance with the operating agreements executed between the Department and the water management districts, as referenced in Chapter 62-113, F.A.C.

2. Proprietary Review – Granted

The Department acts as staff to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees) and issues certain authorizations for the use of sovereign submerged lands. The Department has the authority to review activities on sovereign submerged lands under Chapters 253 and 258, F.S. and Chapters 18-20 and 18-21, F.A.C.

The activity appears to be located on sovereign submerged lands owned by the Board of Trustees. The activity is not exempt from the need to obtain the applicable proprietary authorization. As staff to the Board of Trustees, the Department has reviewed the activity described above and has determined that the activity qualifies for a Letter of Consent under Section 253.77, F.S. to construct and use the activity on the specified sovereign submerged lands, as long as the work performed is located within the boundaries as described herein and is consistent with the terms and conditions herein.

During the term of this Letter of Consent you shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), F.A.C. If such interest is terminated or the Board of Trustees determines that such interest did not exist on the date of issuance of this Letter of Consent, this Letter of Consent may be terminated by the Board of Trustees at its sole option. If the Board of Trustees terminates this Letter of Consent, you agree not to assert a claim or defense against the Board of Trustees arising out of this Letter of Consent.

Authority for review – Chapters 253 and 258, F.S., Chapters 18-20 and 18-21, F.A.C., and Section 62-330.075, F.A.C., as required.

3. Federal Review – SPGP Approved

Your proposed activity as outlined in your application and attached drawings qualifies for federal authorization pursuant to the State Programmatic General Permit (SPGP) V, and a **SEPARATE permit** or authorization **will not be required** from the U.S. Army Corps of Engineers (Corps). Please note that the federal authorization expires on July 26, 2021. However, your authorization may remain in effect for up to one (1) additional year if provisions of Special Condition B.27 of the SPGP V permit instrument are met. You, as permittee, are required to adhere to all General Conditions and Special Conditions that may apply to your project. Special conditions required for your project are attached. A copy of the SPGP V with all terms and conditions and the General Conditions may be found online in the Jacksonville District Regulatory Division Sourcebook.

Authority for review – an agreement with the Corps entitled "Coordination Agreement Between the U.S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection, or Duly Authorized Designee, State Programmatic General Permit " Section 10 of the Rivers and Harbor Act of 1899, and Section 404 of the Clean Water Act.

Additional Information
Please retain this general permit. The activities may be inspected by authorized state personnel in the future to ensure compliance with appropriate statutes and administrative codes. If the activities are not in compliance, you may be subject to penalties under Chapter 373, F.S. and Chapter 18-14, F.A.C.

NOTICE OF RIGHTS
This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S. before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the hearing process may result in a modification of the agency action or even denial of the application.

Petition for Administrative Hearing
A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

(a) The name and address of each agency affected and each agency's file or identification number, if known;
(b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination;
(c) A statement of when and how the petitioner received notice of the agency decision;
(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
(e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
(f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
(g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 14 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 14 days of publication of the notice or within 14 days of receipt of the written notice, whichever occurs first. The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S. or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28 106.205, F.A.C.

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us, before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

FLAWAC Review

The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.

Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S. by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

If you have any questions regarding this matter, please contact Jared Searcy at the letterhead address or at (850) 245-7625 or via email at Jared.Searcy@dep.state.fl.us.

EXECUTION AND CLERKING
Executed in Orlando, Florida.
STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Jared W. Searcy

Jared Searcy
Environmental Specialist II
Submerged Lands and Environmental Resources Program

Attachments:

1. Rule 62-330.427, F.A.C., 2 pages
2. General Conditions for All General Permits, Rule 62-330.405, F.A.C., 3 pages
3. General Consent Conditions for Use of Sovereignty Submerged Lands, 2 pages
4. General Conditions for Federal Authorization for SPGP V, 2 pages
5. SPGP V: Special Conditions Related to All Review and Authorizations, 6 pages
6. Department of the Army Permit Transfer for SPGP V, 1 page
7. Project Drawings, 4 pages

CERTIFICATE OF SERVICE
The undersigned duly designated deputy clerk hereby certifies that this document and all attachments were sent on the filing date below to the following listed persons:

Tanya McHale, FDEP Northwest District, Tanya.McHale@dep.state.fl.us
Michael Fuller, FDEP Northwest District, Michael.Fuller@dep.state.fl.us
Dan Garlick, Garlick Environmental Associates, Inc., dan@garlickenv.com
Mary Ann Wasmund, Garlick Environmental Associates, Inc., maryann@garlickenv.com

FILING AND ACKNOWLEDGMENT
FILED, on this date, pursuant to Section 120.52, F.S., with the designated Department Clerk, receipt of which is hereby acknowledged.

Stacy Gardiner

November 28, 2018

Clerk **Date**

62-330.427 General Permit for Docks, Piers and Associated Structures.

(1) A general permit is granted to any person to construct, extend, or remove a dock or pier and associated structures as described below:

(a) A private, single-family pier or dock with up to two boat lifts that, together with all existing structures on the shoreline of the property, does not exceed a total area of 2,000 square feet over surface waters. Such a structure:

1. Shall not accommodate the mooring of more than two vessels, either in the water or on a boat lift. Solely for purposes of this general permit, up to two personal watercraft as defined in section 327.02(33), F.S., may be moored in lieu of either or both allowable vessels of another type. These limits shall not apply to the mooring, storage or other use of the dock or pier by:

a. Non-motor-powered vessels less than 16 feet in length that are stored on or under the dock or pier, or within an authorized mooring area; or

b. Personal watercraft, dinghies or similar small vessels that are stowed out of the water, upon a larger parent vessel that is moored at the dock in compliance with this general permit.

2. Shall be located such that all areas used for vessel mooring and navigational access already provide a minimum depth of two feet below the mean low water level for tidal waters, or two feet below the expected average low water depth for non-tidal waters as determined based on best available information for the water body at the project location; and

3. May include a roof over the vessel mooring areas, boat lifts, and terminal platform, or any portions thereof, subject to the applicable provisions of chapters 253 and 258, F.S., and the rules adopted thereunder. Portions of such roofs that overhang beyond the edge of decked portions of the pier or dock shall be included in the calculation of the total square footage of over-water structure allowed under paragraph (1)(a), above.

(b) A public fishing pier that does not exceed a total area of 2,000 square feet provided the structure is designed and built to discourage boat mooring by elevating the fishing pier to a minimum height of five feet above mean high water or ordinary high water, surrounding the pier with handrails, and installing and maintaining signs that state "No Boat Mooring Allowed."

(2) This general permit shall be subject to the following specific conditions:

(a) Construction or extension of the boat lift, boat mooring locations, or terminal platform, shall not occur over submerged grassbeds, coral communities or wetlands. However, the access walkway portion of the pier may traverse these resources provided it is elevated a minimum of five feet above mean high water or ordinary high water, contains handrails that are maintained in such a manner as to prevent use of the access walkways for boat mooring or access, and does not exceed a width of six feet, or a width of four feet in Aquatic Preserves;

(b) There shall be no structures enclosed by walls, screens, or doors on any side;

(c) The dock or pier will not facilitate vessel rentals, charters, or serve any other commercial purpose;

(d) There shall be no fish cleaning facilities, boat repair facilities or equipment, or fueling facilities on the structures authorized by this general permit. In addition, no overboard discharges

of trash, human or animal waste, or fuel shall occur from any structures authorized by this general permit;

(e) This general permit shall not authorize the construction or extension of more than one dock or pier per parcel of land or individual lot. For the purposes of this general permit, multi-family living complexes shall be treated as one parcel of property regardless of the legal division of ownership or control of the associated property; and

(f) Notwithstanding any other provisions of this general permit, the design, construction and operation of the dock or pier and associated vessels shall not conflict with any manatee protection plan approved and adopted under section 379.2431(2)(t), F.S.

Rulemaking Authority 373.026(7), 373.043, 373.118(1), 373.406(5), 373.4131, 373.414(9), 373.418, 403.805(1) FS. Law Implemented 373.118(1), 373.406(5), 373.413, 373.4131, 373.414(9), 373.416, 373.418, 373.426, 403.814(1) FS. History–New 10-3-95, Formerly 62-341.427, Amended 10-1-13, 6-1-18.

62-330.405 General Conditions for All General Permits.

The following general permit conditions are binding upon the permittee and are enforceable under chapter 373, F.S. These conditions do not apply to the general permit for stormwater management systems under section 403.814(12), F.S.

(1) The general permit is valid only for the specific activity indicated. Any deviation from the specified activity and the conditions for undertaking that activity shall constitute a violation of the permit and may subject the permittee to enforcement action and revocation of the permit under chapter 373, F.S.

(2) The general permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any construction, alteration, operation, maintenance, removal or abandonment authorized by this permit; and it does not authorize any violation of any other applicable federal, state, local, or special district laws (including, but not limited to, those governing the "take" of listed species).

(3) The general permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the general permit.

(4) The general permit does not relieve the permittee from liability and penalties when the permitted activity causes harm or injury to: human health or welfare; animal, plant or aquatic life; or property. It does not allow the permittee to cause pollution that violates state water quality standards.

(5) Section 253.77, F.S., provides that a person may not commence any excavation, construction, or other activity involving the use of state-owned or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required consent, lease, easement, or other form of authorization authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on state-owned lands.

(6) The authorization to conduct activities under a general permit may be modified, suspended or revoked in accordance with chapter 120, F.S., and section 373.429, F.S.

(7) The general permit is not transferable to a new third party. To be used by a different permittee, a new notice to use a general permit must be submitted in accordance with rule 62-330.402, F.A.C. Activities constructed in accordance with the terms and conditions of a general permit are automatically authorized to be operated and maintained by the permittee and subsequent owners in accordance with subsection 62-330.340(1), F.A.C. Any person holding the general permit, persons working under the general permit, and owners of land while work is conducted under the general permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to sale, conveyance, or other transfer of ownership or control of the permitted project, activity, or the real property at which the permitted project or activity is located.

(8) Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the permitted system to ensure conformity with the plans and specifications approved by the general permit.

(9) The permittee shall maintain any permitted project or activity in accordance with the plans submitted to the Agency and authorized in the general permit.

(10) A permittee's right to conduct a specific activity under the general permit is authorized for a duration of five years.

(11) Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be implemented and maintained immediately prior to, during, and after construction as needed to stabilize all disturbed areas, including other measures specified in the permit to prevent adverse impacts to the water resources and adjacent lands. Erosion and sediment control measures shall be installed and maintained in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation, June 2007)*, available at https://www.flrules.org/Gateway/reference.asp?No=Ref-04227, and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008)*, available at http://publicfiles.dep.state.fl.us/DEAR/Stormwater_Training_Docs/erosion-inspectors-manual.pdf.

(12) Unless otherwise specified in the general permit, temporary vehicular access within wetlands during construction shall be performed using vehicles generating minimum ground pressure to minimize rutting and other environmental impacts. Within forested wetlands, the permittee shall choose alignments that minimize the destruction of mature wetland trees to the greatest extent practicable. When needed to prevent rutting or soil compaction, access vehicles shall be operated on wooden, composite, metal, or other non-earthen construction mats. In all cases, access in wetlands shall comply with the following:

(a) Access within forested wetlands shall not include the cutting or clearing of any native wetland tree having a diameter four inches or greater at breast height;

(b) The maximum width of the construction access area shall be limited to 15 feet;

(c) All mats shall be removed as soon as practicable after equipment has completed passage through, or work has been completed, at any location along the alignment of the project, but in no case longer than seven days after equipment has completed work or passage through that location; and

(d) Areas disturbed for access shall be restored to natural grades immediately after the maintenance or repair is completed.

(13) Barges or other work vessels used to conduct in-water activities shall be operated in a manner that prevents unauthorized dredging, water quality violations, and damage to submerged aquatic communities.

(14) The construction, alteration, or use of the authorized project shall not adversely impede navigation or create a navigational hazard in the water body.

(15) Except where specifically authorized in the general permit, activities must not:

(a) Impound or obstruct existing water flow, cause adverse impacts to existing surface water storage and conveyance capabilities, or otherwise cause adverse water quantity or flooding impacts to receiving water and adjacent lands; or

(b) Cause an adverse impact to the maintenance of surface or ground water levels or surface water flows established pursuant to section 373.042, F.S., or a Works of the District established pursuant to section 373.086, F.S.

(16) If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or

other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850)245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with section 872.05, F.S.

(17) The activity must be capable, based on generally accepted engineering and scientific principles, of being performed and of functioning as proposed, and must comply with any applicable District special basin and geographic area criteria.

(18) The permittee shall comply with the following when performing work within waters accessible to federally- or state-listed aquatic species, such as manatees, marine turtles, smalltooth sawfish, and Gulf sturgeon:

(a) All vessels associated with the project shall operate at "Idle Speed/No Wake" at all times while in the work area and where the draft of the vessels provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.

(b) All deployed siltation or turbidity barriers shall be properly secured, monitored, and maintained to prevent entanglement or entrapment of listed species.

(c) All in-water activities, including vessel operation, must be shut down if a listed species comes within 50 feet of the work area. Activities shall not resume until the animal(s) has moved beyond a 50-foot radius of the in-water work, or until 30 minutes elapses since the last sighting within 50 feet. Animals must not be herded away or harassed into leaving. All onsite project personnel are responsible for observing water-related activities for the presence of listed species.

(d) Any listed species that is killed or injured by work associated with activities performed shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1(888)404-3922 and ImperiledSpecies@myFWC.com.

(e) Whenever there is a spill or frac-out of drilling fluid into waters accessible to the above species during a directional drilling operation, the FWC shall be notified at ImperiledSpecies@myfwc.com with details of the event within 24 hours following detection of the spill or frac-out.

(19) The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any activity authorized by the general permit.

(20) The permittee shall immediately notify the Agency in writing of any submitted information that is discovered to be inaccurate.

Rulemaking Authority 373.026(7), 373.043, 373.118(1), 373.406(5), 373.4131, 373.414(9), 373.4145, 373.418, 403.805(1) FS. Law Implemented 373.044, 373.118(1), 373.129, 373.136, 373.406(5), 373.413, 373.4131, 373.414(9), 373.4145, 373.416, 373.422, 373.423, 373.429, 403.814(1) FS. History–New 10-3-95, Amended 10-1-07, Formerly 62-341.215, Amended 10-1-13, 6-1-18.

GENERAL CONSENT CONDITIONS FOR USE OF SOVEREIGNTY SUBMERGED LANDS

Any use of sovereignty submerged lands is subject to the following general conditions are binding upon the applicant and are enforceable under Chapters 253 and 258, F.S.

1. Sovereignty submerged lands may be used only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use will constitute a violation. Violation of the authorization will result in suspension or revocation of the applicant's use of the sovereignty submerged lands unless cured to the satisfaction of the Board of Trustees.

2. Authorization under Rule 18-21.005, F.A.C., conveys no title to sovereignty submerged lands or water column, nor does it constitute recognition or acknowledgment of any other person's title to such land or water.

3. Authorizations under Rule 18-21.005, F.A.C., may be modified, suspended, or revoked in accordance with its terms or the remedies provided in Sections 253.04, F.S. and Chapter 18-14, F.A.C.

4. Structures or activities will be constructed and used to avoid or minimize adverse impacts to resources.

5. Construction, use, or operation of the structure or activity will not adversely affect any species which is endangered, threatened, or of special concern, as listed in Rules 68A-27.003, 68A-27.004, and 68A-27.005, F.A.C.

6. Structures or activities will not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity will be modified in accordance with the court's decision.

7. Structures or activities will not create a navigational hazard.

8. Structures will be maintained in a functional condition and will be repaired or removed if they become dilapidated to such an extent that they are no longer functional.

9. Structures or activities will be constructed, operated, and maintained solely for water dependent purposes.

10. The applicant agrees to indemnify, defend and hold harmless the Board of Trustees and the State of Florida from all claims, actions, lawsuits and demands in any form arising out of the authorization to use sovereignty submerged lands or the applicant's use and construction of structures on sovereignty submerged lands. This duty to indemnify and hold harmless will include any and all liabilities that are associated with the structure or activity including special assessments or taxes that are now or in the future assessed against the structure or activity during the period of the authorization.

11. Failure by the Board of Trustees to enforce any violation of a provision of the authorization or waiver by the Board of Trustees of any provision of the authorization will not invalidate the provision not enforced or waived, nor will the failure to enforce or a waiver prevent the Board of Trustees from enforcing the unenforced or waived provision in the event of a violation of that provision.

12. Applicant binds itself and its successors and assigns to abide by the provisions and conditions set forth in the authorization. If the applicant or its successors or assigns fails or refuses to comply with the provisions and conditions of the authorization, the authorization may be terminated by the Board of Trustees after written notice to the applicant or its successors or assigns. Upon receipt of such notice, the applicant or its successors or assigns will have thirty (30) days in which to correct the violations. Failure to correct the violations within this period will result in the automatic revocation of this authorization.

13. All costs incurred by the Board of Trustees in enforcing the terms and conditions of the authorization will be paid by the applicant. Any notice required by law will be made by certified mail at the address shown on page one of the authorization. The applicant will notify the Board of Trustees in writing of any change of address at least ten days before the change becomes effective.

14. This authorization does not allow any activity prohibited in a conservation easement or restrictive covenant that prohibits the activity.

General Conditions for Federal Authorization for SPGP V

1. The time limit for completing the work authorized ends on July 26, 2021.

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit, you must obtain the signature of the new owner on the enclosed form and forward a copy of the permit to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit.

6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Further Information:

1. Limits of this authorization.
    a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.
    b. This permit does not grant any property rights or exclusive privileges.
    c. This permit does not authorize any injury to the property or rights of others.
    d. This permit does not authorize interference with any existing or proposed Federal projects.

2. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:
    a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
    b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
    c. Damages to persons, property, or to other permitted or unpermitted activities or

structures caused by the activity authorized by this permit.

d. Design or Construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

3. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

4. Reevaluation of Permit Decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

   a. You fail to comply with the terms and conditions of this permit.

   b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 3 above).

   c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

5. Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CER 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date the enclosed form.

7. The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the U.S. Army Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal, relocation or alteration.

Special Conditions Related to All Review and Authorizations

In addition to the conditions specified above, the following Special Conditions apply to all projects reviewed and/or authorized under the SPGP V.

1. The District Engineer reserves the right to require that any request for authorization under this SPGP V be evaluated as an Individual Permit. Conformance with the terms and conditions of the SPGP V does not automatically guarantee Federal authorization.

2. On a case-by-case basis the Corps may impose additional Special Conditions which are deemed necessary to minimize adverse environmental impacts.

3. Failure to comply with all conditions of the Federal authorizations under the SPGP V would constitute a violation of the Federal authorization.

4. No structure or work shall adversely affect or disturb properties listed in the National Register of Historic Places or those eligible for inclusion in the National Register. Prior to the start of work, the Applicant/Permittee or other party on the Applicant's/Permittee's behalf, shall conduct a search of known historical properties by contracting a professional archaeologist, and contacting the Florida Master Site File at 850-245-6440 or SiteFile@dos.state.fl.us. The Applicant/Permittee can also research sites in the National Register Information System (NRIS). Information can be found at http://www.cr.nps.gov/nr/research.

a. If, during the initial ground disturbing activities and construction work, there are archaeological/cultural materials unearthed (which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work in the vicinity and notify the Compliance and Review staff of the State Historic Preservation Office at 850-245-6333 and the Corps Regulatory Project Manager to assess the significance of the discovery and devise appropriate actions, including salvage operations. Based on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7.

b. In the unlikely event that human remains are identified, they will be treated in accordance with Section 872.05, Florida Statutes; all work in the vicinity shall immediately cease and the local law authority, the State Archaeologist (850-245-6444), and the Corps Regulatory Project Manager shall immediately be notified. Such activity shall not resume unless specifically authorized by the State Archaeologist and the Corps.

5. No work shall be authorized under the SPGP V which proposes the use of prefabricated modules for habitat creation, restoration, or enhancement except as allowed in Special Condition 17 for *Living Shorelines* of the *Shoreline Stabilization* category.

6. The Design and construction of a Project must comply with the following.

a. Where aquatic vegetation is present, adverse impacts to aquatic vegetation from construction of piling-supported structures may be avoided/minimized by adherence to, or employing alternative construction techniques that provide a higher level of protection than, the

protective criteria in the joint U.S. Army Corps of Engineers'/National Marine Fisheries Service's "*Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat*," U.S. Army Corps of Engineers/National Marine Fisheries Service August 2001 (updated June 2008). Unless otherwise specifically approved by the National Marine Fisheries Service, where aquatic vegetation is present, piling-supported structures authorized under the SPGP V must comply with, or provide a higher level of protection than, the criteria contained in the referenced construction guidelines. Mangrove impacts are limited to the removal of mangroves along 4 linear feet of shoreline to accommodate a 4-ft-wide access walkway associated with a dock that meets the above guidelines.

b. Additionally, because of concerns about adverse impacts to the endangered Johnson's seagrass (*Halophila johnsonii*) in the lagoon and canal systems on Florida's east coast from Sebastian Inlet (Brevard County) south to and including central Biscayne Bay (Miami-Dade County), the following requirements must be met:

(1) Piling-supported structures must comply with, or provide a higher level of protection than, the criteria contained in the construction guidelines titled "*Key for Construction Conditions for Docks or Other Minor Structures Constructed in or Over Johnson's seagrass (Halophila johnsonii)*," National Marine Fisheries Service/U.S. Army Corps of Engineers – February 2002 (updated October 2002).

(2) Removal of derelict vessels must comply with the practices of Special Condition 19.

(3) All other activities will have no effect on Johnson's seagrass, i.e., no seagrass is present.

c. The presence of seagrass will be determined utilizing the attached "*Submerged Aquatic Vegetation Survey Guidelines*."

7. For projects in waters accessible to sea turtles, Smalltooth sawfish, Gulf sturgeon, or Shortnose sturgeon, the Permittee will utilize the "*Sea Turtle and Smalltooth Sawfish Construction Conditions*" and the following additions:

a. Any collision(s) with and/or injuries to any whale, or sturgeon occurring during the construction of a project, shall be reported immediately to NMFS's Protected Resources Division (PRD) at (727-824-5312).

b. Reports to NMFS's Protected Resources Division (PRD) may be made by email to takereport.nmfsser@noaa.gov.

c. Sea turtle and marine mammal stranding/rescue organizations' contact information is available by region at http://www.nmfs.noaa.gov/pr/health/networks.htm.

d. Smalltooth sawfish encounters shall be reported to http://www.flmnh.ufl.edu/fish/sharks/sawfish/sawfishencounters.html.

e. All work must occur during daylight hours.

8. The Permittee is responsible for obtaining any "take" permits required under the U.S. Fish and Wildlife Service's regulations governing compliance with the Migratory Bird Treaty Act or the Bald and Golden Eagle Protection Act. The Permittee should contact the appropriate local office of the U.S. Fish and Wildlife Service to determine if such "take" permits are required for a particular activity.

9. The Permittee is responsible for compliance with 50 CFR 224.103(c) prohibiting approach within 500 yards of a right whale, with limited exceptions.

10. Turbidity control measures shall be used throughout construction to control erosion and siltation to ensure there are no violations of state or federal water quality standards. Turbidity control measures shall be: (1) for the smallest practicable area; (2) monitored daily to ensure listed species are not entangled or trapped in the project area; (3) shall be removed promptly upon project completion and the return of water quality conditions; (4) and shall not block entry to or exit from designated critical habitat. Siltation barriers shall be made of material in which listed species cannot become entangled (i.e., reinforced impermeable polycarbonate vinyl fabric [PVC]).

a. Turbidity curtains are not required where not practical in dynamic systems such as surf zones and could actually do more harm than good if the curtains become detached (e.g., they could entrap pelagic organisms and become entangled around benthic organisms, such as coral).

b. Turbidity barriers are not required if installation of single piling in deep water since is unlikely to adversely affect water quality.

11. In-water rope or chain must meet the following requirements: Industrial grade metal chains or heavy cables that do not readily loop and tangle; All in-water lines (rope and cable) must be thick and taut and cannot have excess line in the water; Lines can be enclosed in a plastic or rubber sleeve/tube to add rigidity.

12. No work shall occur where hard bottom or any hard or coral including ESA-listed coral species are present within the footprint of the project.

13. No work shall occur that results in removal of mangroves (including prop roots), except:

a. as provided by Special Condition 6.a.; or,

b. for removal of mangroves growing at the foot or from an existing seawall whose removal needed to repair the seawall.

14. No work shall occur that results in impacts to seagrass except as provided by Special Condition 6.

15. (For *Docks, Piers, Associated Facilities, and Other Minor Piling-Supported Structures* and *Boat Ramps and Boat Launch Areas and Structures Associated with Such Ramps or Launch Areas.*)

a. Aids to Navigation and Private Aids to Navigation (e.g., attached to the structures authorized by the SPGP) must be approved by and installed in accordance with U.S. Coast Guard requirements.

b. Temporary structures associated with marine events will be removed and the site restored upon completion of the event.

c. (*For multi-family residential docks (e.g., condos, trailer parks, apartment complexes) designated for fishing or vessel storage, for temporary marine event pile-supported structures involving high speed vessel traffic or fishing, and for commercial or public boat ramps.*) Install educational signs as follows in a visible location to alert boaters of listed species in the area susceptible to vessel strikes or hook-and-line captures. NMFS website

(http://sero.nmfs.noaa.gov/protected_resources/section_7/protected_species_educational_signs/index.html) provides sign installation guidance and most current version of the signs.

(1) All commercial and public boat ramps shall install the Save Sea Turtle, Sawfish, and Dolphin sign.

(2) If the Project occurs within the range of Gulf, Atlantic, or Shortnose sturgeon, the Permittee will install and maintain the *Report Sturgeon* sign.

(3) If the Project occurs within 14 miles of North Atlantic Right Whale critical habitat, the Permittee will install and maintain the *Help Protect North Atlantic Right Whales* sign.

d. Project construction will take place from uplands or from floating equipment (e.g., barge); prop or wheel-washing is prohibited.

16. (For *Transient activities*.)

a. Temporary structures shall not block access of species to an area such as preventing movement in or out of a river or channel.

b. (*For scientific sampling, measurement, and monitoring devices*.) No later than 24 months from initial installation, or upon completion of data acquisition, whichever comes first, the measuring device and any other structure or fills associated with that device (e.g., anchors, buoys, lines) must be removed and the site must be restored to pre-construction elevations.

17. (For *Living Shorelines* of the *Shoreline Stabilization* category.)

a. Only native plant species will be planted.

b. Not more than 500 linear feet in length, not more than 35 ft waterward of the hightide line (note that FAC 62-330 limits to 10 feet of the mean high water line) or result in more than 0.5 ac area between the natural shoreline and the structure.

c. No discharge of earthen fill material, other than earthen material associated with vegetative planting, is not authorized.

d. Construction, maintenance, and removal of approved permanent, shore-parallel wave attenuation structures are authorized. Approved permanent wave attenuation materials include oyster breakwaters (described below), clean limestone boulders, and prefabricated structures made of concrete and rebar that are designed in a manner that cannot trap sea turtles, Smalltooth sawfish, or sturgeon. Reef balls that are not open on the bottom, triangle structures with a top opening of at least 3 feet between structures, and reef discs stacked on a pile may be used.

e. (For oyster breakwaters.)

(1) Reef materials shall be placed in a manner to ensure that materials (e.g., bagged oyster shell, oyster mats, loose cultch surrounded and contained by a stabilizing feature, reef balls, and reef cradles) will remain stable and prevent movement of materials to surrounding areas.

(2) Materials must be placed in designated locations (i.e., shall not be indiscriminately/randomly dumped) and shall not be placed outside of the total project limits.

18. (For *Subaqueous Utility Lines* of the *Transient Activities* category.)

a. A Frac-out Contingency Plan similar to the attached plan will be developed, submitted with the application and then followed.

b. All subaqueous transmission lines crossing over, under, or in flood control channels/canals in Federal projects (either federally or locally maintained) which are installed with horizontal direction drilling (HDD) shall comply with the following:

(1) The project shall ensure the top of the HDD boring is a minimum of 10 feet beneath the bottom of the channel including a minimum 25 feet outside the channel edges and the estimated total drilling fluid pressure is less than 10 psi.

(2) Construction of directional boring vaults, junction boxes, and/or pads are not allowed within 25 feet of the top of the bank of any federal project.

(3) Projects not in compliance with these criteria shall not be eligible for authorization under SPGP V.

(4) Any activity within a Federal right-of-way shall require the Permittee to enter into a consent-to-easement with the Real Estate Division, U.S. Army Corps of Engineers, Jacksonville or Mobile District, as appropriate, prior to the commencement of any construction activity.

(5) The Permittee shall, upon completion of work, provide an as-built survey showing the horizontal and vertical location (X-Y-Z coordinates in NAD 83 and NAVD 88) of the object below the channel as it enters and exits the design edges of the authorized width of the channel, plus a minimum of 25 feet outside the channel edges.

c. Where the proposed subaqueous utility or transmission line is to be installed in navigable waters of the United States, at least 2 weeks prior to the start of the authorized work, the permittee must notify the National Oceanic and Atmospheric Administration (NOAA) and the Corps in writing that the work is commencing; and, again, upon completion of the work. The permittee shall notify the District Engineer in writing at the letterhead address, attention Regulatory Division; and, the NOAA, either in mailed correspondence to Nautical Data Branch Office of Coast Survey N/CS26, 1315 East-West Highway, Silver Spring, MD 20910-3282 or by electronic mail correspondence, with scans of the requisite documents attached, through osc.ndb@noaa.gov and spgp@usace.army.mil. The postconstruction notification will include "as-built plans," signed and sealed by a registered surveyor/engineer licensed in the State of Florida, that certify the project is constructed as authorized; and must include an accurate depiction of the location and configuration of the completed activity in relation to the mean high water of the navigable water.

19. (For *Removal of Derelict Vessels* of the *Transient Activities* category.)

a. Removal of marine debris shall require visual confirmation (e.g., divers, swimmers, camera) that the item can be removed without causing further damage to aquatic resources.

b. If an item cannot be removed without causing harm to surrounding coral, the item will be disassembled as much as practicable so that it no longer can accidently harm or trap species.

c. Monofilament debris will be carefully cut loose from coral so as not to cause further harm. Under no circumstance will line be pulled through coral since this could cause breakage of coral.

d. Marine debris shall be lifted straight up and not be dragged through seagrass beds, coral, or hard bottom habitats. Debris shall be properly disposed of in appropriate facilities in accordance with applicable federal and state requirements.

20. For concrete piles installed by impact hammer:

a. The piles will be less than or equal to than 24 inches in diameter; and

b. Not more than 10 piles will be installed per day if in open water; or,

c. Not more than 5 piles will be installed per day in a *confined space*. A *confined space* is defined as any area that has a solid object (e.g., shoreline, seawall, jetty) or structure within

150 feet of the pile installation site that would effectively serve as a barrier or otherwise prevent animals from moving past it to exit the area. This does not include objects such as docks or other pile-supported structures that would not stop animal movement or significantly reflect noise.

21. Metal piles will NOT be installed by impact hammer.

22. Projects within the boundary of the NOAA Florida Keys National Marine Sanctuary require prior approval from the Sanctuary.

23. The Permittee shall use only clean fill material. The fill material shall be upland sources and be free of items such as trash, debris, automotive parts, asphalt, construction materials, concrete block with exposed reinforcement bars, and soils contaminated with any toxic substance, in toxic amounts in accordance with Section 307 of the Clean Water Act.

24. No blasting is authorized.

25. For Projects authorized under this SPGP V in navigable waters of the U.S., the Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

26. The SPGP V will be valid for five (5) years from the date of issuance unless suspended or revoked by issuance of a public notice by the District Engineer. The Corps, in conjunction with the Federal resource agencies, will conduct periodic reviews to ensure that continuation of the permit during the five-year authorization period is not contrary to the public interest. If revocation occurs, all future applications for activities covered by the SPGP V will be evaluated by the Corps.

27. If the SPGP V expires or is revoked prior to completion of the authorized work, authorization of activities which have commenced or are under contract to commence in reliance upon the SPGP V will remain in effect provided the activity is completed within twelve (12) months of the date the SPGP V expired or was revoked.

28. The General Conditions attached hereto are made a part of this SPGP V and must be attached to all authorizations processed under this SPGP V.

Department of the Army Permit Transfer for SPGP V

PERMITEE: _____

PERMIT NUMBER: _____ DATE: _____

ADDRESS/LOCATION OF PROJECT:

_____

_____

(Subdivision) (Lot) (Block)

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. Although the construction period for works authorized by Department of the Army permits is finite, the permit itself, with its limitations, does not expire.

To validate the transfer of this permit and the associated responsibilities associated with compliance with its terms and conditions, have the transferee sign and date below and mail to the U.S. Army Corps of Engineers, Enforcement Branch, Post Office Box 4970, Jacksonville, FL 32232-0019.

_____ _____

(Transferee Signature) (Date)

_____

(Name Printed)

_____

(Street address)

_____

(Mailing address)

_____

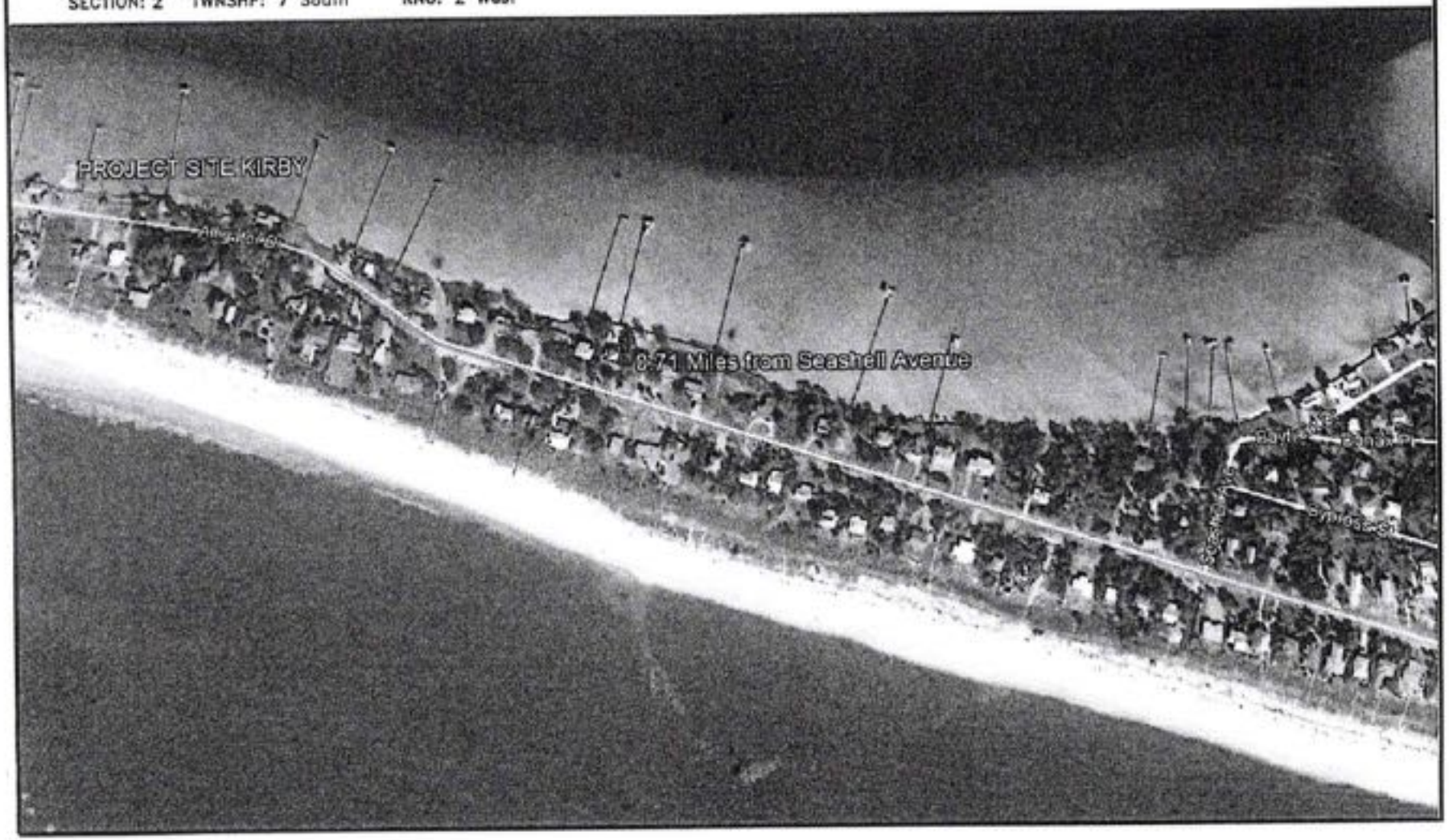
(City, State, Zip Code)

A.

PREPARED BY: GARLICK ENVIRONMENTAL ASSOCIATES, INC.
P.O. BOX 385, APALACHICOLA FLORIDA 32329-0385 (850) 653-8899 FAX (850) 653-9656 garlick@garlickenv.com
LB 7415

APPLICANT/CLIENT: Robert Kirby
WATERBODY/CLASS: Alligator Harbor / Classii / OFW / AP
PURPOSE: Environmental Permitting
PROJECT LOCATION / USGS: Alligator Point / Franklin County
LATITUDE:
LONGITUDE:
SECTION: 2 TWNSHP: 7 South RNG: 2 West

JOB: 18-113
DEP:
COE:
OTHER:
DATE: October 2, 2018
SHEET: 1/4



2 of 4 11/28/18
0350032-001-EG-19
PERMIT
STATE OF FLORIDA

PREPARED BY: GARLICK ENVIRONMENTAL ASSOCIATES, INC.

APPLICANT/CLIENT: Robert Kirby
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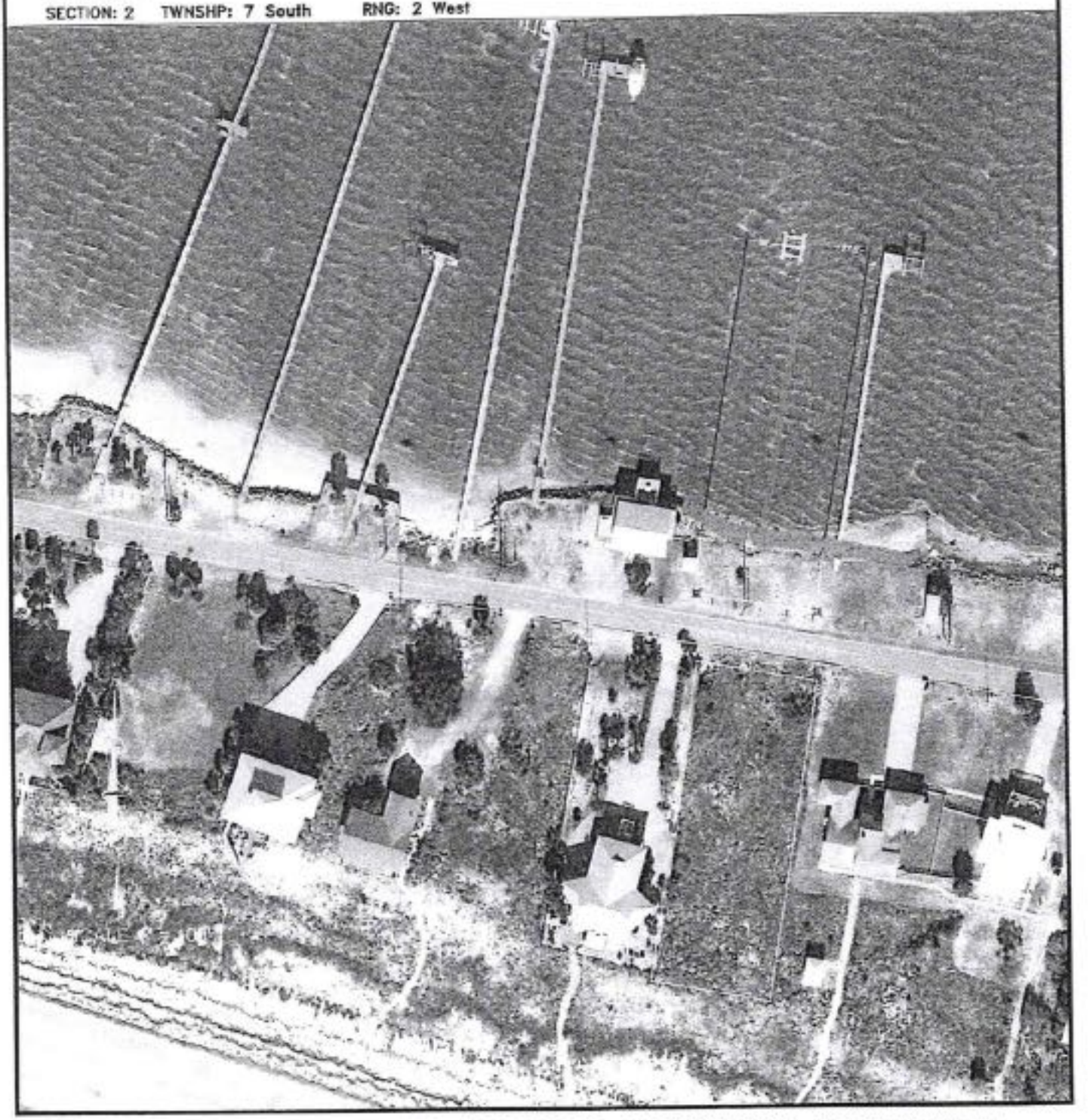
SHEET: 2/4



P. O. BOX 385, APALACHICOLA FLORIDA 32329-0385 (850) 653-8899 FAX (850) 653-9656 garlick@garlickenv.com

3 of 4 11/28/18
0369382-001-EG-19
PERMIT
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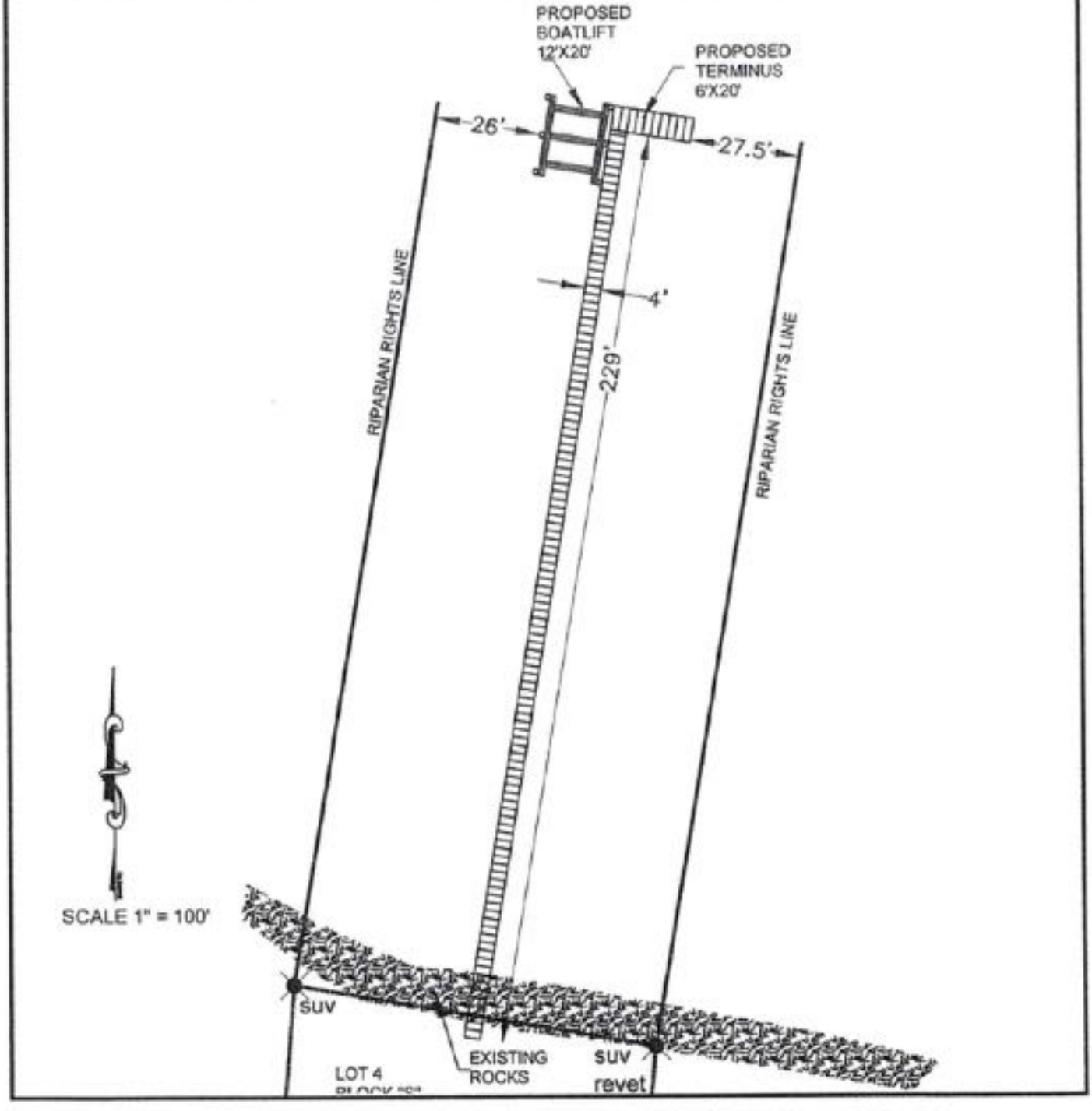

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BOX 385, APALACHICOLA FLORIDA 32329-0385 (850) 653-8899 FAX (850) 653-9656 garlick@garlickenv.com

7415

APPLICANT/CLIENT: Robert Kirby

WATERBODY/CLASS: Alligator Harbor / ClassII / OFW / AP

PURPOSE: Environmental Permitting

PROJECT LOCATION / USGS: Alligator Point / Franklin County

LATITUDE:

LONGITUDE:

SECTION: 2 TWNSHP: 7 South RNG: 2 West

JOB: 18-113

DEP:

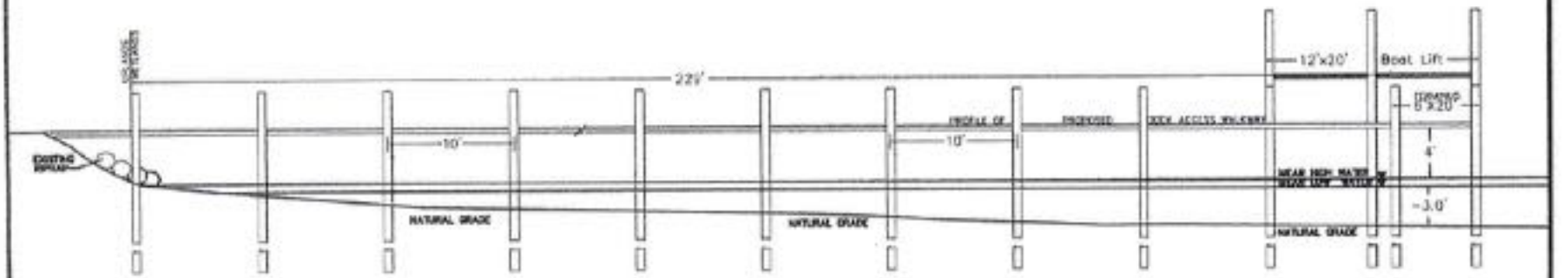
COE:

OTHER:

DATE: October 2, 2018

SHEET: 4/4

CROSS SECTION
OF PROPOSED DOCK
Not To Scale



These drawings

File Attachments for Item:

B. Consideration of a request to construct a Roof over an existing Boatlift and Redesign of existing Terminus located at 71 Fiesta Drive, Unit 1, Lot 80 Holiday Beach, Alligator Point, Franklin County, Florida. The applicant has State and Federal Permits. The roof will be 29'x14' and the redesigned terminus will be 20'x8'. Request submitted by Better Built Docks, agent for Travis Fink, applicant.
P&Z Board Recommended Approval

BOARD ACTION: Approve, Table, or Deny

qPublic.net™ Franklin County, FL



Overview



Legend

- Parcels
- Roads
- City Labels

Parcel ID	01-07S-02W-1031-0000-0800	**Alternate ID**	02W07S01103100000800	**Owner Address**	TCB VENTURES,FL,LLC
Sec/Twp/Rng	1-7S-2W	**Class**	VACANT		14945 FISHER ROAD
Property Address	71 FIESTA DR	**Acreage**	0.268		FAYETTEVILLE, AR 72701
District	7				
Brief Tax Description	UNIT 1 LOT 80 HOLIDAY BCH (Note: Not to be used on legal documents)				

Date created: 3/3/2021
Last Data Uploaded: 3/3/2021 7:41:34 AM

Developed by Schneider GEOSPATIAL

B.

DOCK PERMIT APPLICATION

FRANKLIN COUNTY BUILDING DEPARTMENT
34 Forbes Street, Suite 1, Apalachicola, Florida 32320
Phone: 850-653-9783 Fax: 850-653-9799
http://www.franklincountyflorida.com/planning_building.aspx

PERMIT #_____
FEE: $_____
C.S.I : $_____
TOTAL: $_____

NOTE TO APPLICANTS AND PERMIT HOLDERS:
VIOLATIONS OF THE TERMS AND CONDITIONS OF THIS PERMIT MAY WARRANT A STOP WORK ORDER OR REVOCATION OF THIS PERMIT. THIS PERMIT IS VALID FOR ONE YEAR FROM THE DATE OF ISSUANCE. CONSTRUCTION MUST COMMENCE WITHIN SIX MONTHS OF THIS DATE:
ISSUANCE DATE: _____ **EXPIRES:** _____

EXISTING HOUSE: ○Yes ○No
DEP PERMIT: ○Yes ○No
ARMY COE PERMIT: ○Yes ○No
APPROVED: ○Yes ○No

APPLICATION MUST BE COMPLETE:

Property Owner/s: TCB Ventures, FL LLC (Travis Fink)
Contact Information: Home #: _____ Cell #: _____
Mailing Address: 14945 Fisher Rd City/State/Zip: Fayetteville, AR 72701
EMAIL Address: _____ @ _____

Contractor Name: Reid Hicks Business Name: Better Built Docks
Contact Information: Office #: 850.519.7396 Cell #: 850.899.5313
State License #: — — — County Registration #: 1429
Mailing Address: 1208 NW 3rd ST City/State/Zip: Carrabelle, FL.
EMAIL Address: betterbuiltdocks @ aol.com

PROPERTY DESCRIPTION: 911 Address: 71 Fiesta DR
Lot/s: 80 Block: _____ Subdivision: Holiday Beach Unit: 1
Parcel Identification #: 01-07S-02W-1031-0000-0800
JURISDICTION: □ Franklin County □ City of Carrabelle
□ Apalachicola □ Eastpoint □ St. George Island □ Carrabelle □ Dog Island □ Lanark/ St. James □ St. Teresa ☑ Alligator Point

☐ **SINGLE FAMILY DOCK/PIER** ☐ **MULTI-FAMILY DOCK/PIER** ☐ **COMMERCIAL**

DESCRIPTION: Construct roof over existing boatlift. Redesign existing terminus

ZONING DISTRICT: _____ CONTRACT COST: $ 7,500.00

TOTAL SQUARE FOOT: _____ FOUNDATION TYPE: _____
ROOF MATERIAL: _____

APPROVED BY: ☐ **Planning & Zoning Date:** _____ ☐ **County Commissioners Date:** _____

WATER BODY: _____
CRITICAL SHORELINE DISTRICT ○YES OR NO○ CRITICAL HABITAT ZONE ○YES OR NO○

		Reid Hicks
BUILDING OFFICIAL Date	**OWNER** (Required) Date	**CONTRACTOR** (Required) Date

RECEIVED
FEB 05 2020
BY: .....

NOTICE OF COMMENCEMENT

B.

Space Reserved For Recording:

Inst: 202119000664 Date: 02/08/2021 Time: 11:15AM
Page 1 of 1 B: 1289 P: 200, Michele Maxwell,
Clerk of Court Franklin County, By: SM
Deputy Clerk

PERMIT # _____ **PARCEL ID #** 01-07S-02W-1031-0000-0800

STATE OF FLORIDA, COUNTY OF FRANKLIN

The **UNDERSIGNED** hereby gives notice that improvements will be made to certain real property, an in accordance with Chapter 713, Florida Statutes, the following information is provided in the Notice of Commencement.

LEGAL DESCRIPTION OF PROPERTY: (Include Street Address)
71 FIESTA DR ALLIGATOR POINT, FL.
UNIT 1 LOT 80 Holiday Beach

General Description of Improvements: _____

Owner Information or Lessee Information Contracted For The Improvements:
Name: TCB VENTURES, LLC **Phone Number:** _____
Address: 14945 Fisher Rd Fayetteville, AR 72701

Owner's Interest In Site Of The Improvement: _____
Name & Address Of Fee Simple Titleholder: _____
(If Different From Owner Listed Above):
BETTER BUILT DOCKS
Contractor's Name: Reid Hicks **Phone Number:** 850-899-5313
Address: 1208 NW 3rd ST Carrabelle, FL. 32322

Surety: (If Applicable, A Copy Of The Payment Bond Is Attached): _____
Name & Address: _____ **Amount: $** _____

Lender Name: _____ **Phone Number:** _____
Address: _____

PERSONS WITH IN THE STATE OF FLORIDA DESIGNATED BY THE OWNER UPON WHOM NOTICES OR OTHER DOCUMENTS MAY BE SERVED AS PROVIDED FOR BY FLORIDA STATUTE 713.13(1) (A) 7.

NAME: _____
ADDRESS: _____

IN ADDITION TO HIMSELF OR HERSELF, OWNER DESIGNATES THE FOLLOWING PERSON(S) TO RECEIVE A COPY OF THE LEINOR'S NOTICE AS PROVIDED IN SECTION 713.13 (1)(B) FLORIDA STATUTES:

_____

EXPIRATION DATE OF NOTICE OF COMMENCEMENT (THE EXPIRATION DATE IS ONE (1) YEAR FROM THE DAT OF RECORDING UNLESS A DIFFERENT DATE IS SPECIFIED.) _____

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOBSITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

Owner/Agent Signature: Michelle Hicks
Printed Name: Michelle Hicks

NOTARY SEAL:

ANGELA DIANNE LOLLEY
Notary Public - State of Florida
Commission # GG 985084
My Comm. Expires May 5, 2024
Bonded through National Notary Assn.

Sworn to me this 8 **day of** Feb **In the year of 20** 21

Notary Signature: Angela D. Lolley
Printed Name: Angela D. Lolley

B.

qPublic.net™ Franklin County, FL

Parcel ID	01-07S-02W-1031-0000-0800
Location Address	71 FIESTA DR 32346
Brief Tax Description*	UNIT 1 LOT 80 HOLIDAY BCH OR 273/225 615/216 644/463 644/463 760/312 765/253 799/363 1168/126 1168/128 1216/518 *The Description above is not to be used on legal documents.
Property Use Code	VACANT (000000)
Sec/Twp/Rng	1-7s-2W
Tax District	Alligator Point (District 7)
Millage Rate	13.022
Acreage	0.268
Homestead	N

View Map

Primary Owner
Tcb Ventures,FL,LLC
14945 Fisher Road
Fayetteville, AR 72701

Land Information

Code	Land Use	Number of Units	Unit Type	Frontage	Depth
000121	BAY FRONT	11,700.00	SF	90	130

Extra Features

Code	Description	Number of Items	Length x Width x Height	Units	Unit Type	Effective Year Built
	BOAT LIFT	1	0 x 0 x 0	1	UT	2003
	TERMINUS	1	0 x 0 x 0	200	SF	2003
	DOCK W/ROPE RAILS	1	0 x 0 x 0	616	SF	2000
	WD WALK	1	0 x 0 x 0	36	SF	2000

Sales

Multi Parcel	Sale Date	Sale Price	Instrument	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
N	04/06/2018	$165,000	WD	1216	518	Qualified (Q)	Improved	BROOKS	TCB VENTURES FL LLC
N	04/28/2016	$100	QC	1168	128	Unqualified (U)	Vacant	BROOKS/DELEON	BROOKS
N	04/28/2016	$100	PR	1168	126	Unqualified (U)	Vacant	BROOKS	BROOKS/DELEON
N	07/07/2004	$525,000	WD	799	363	Qualified (Q)	Vacant	WILEY	BROOKS
N	11/24/2003	$100	WD	765	253	Unqualified (U)	Vacant	PRINCETON	WILEY
N	10/16/2003	$100	WD	760	312	Unqualified (U)	Vacant	EDWARDS	PRINCETON
N	07/27/2000	$100,000	WD	644	463	Unqualified (U)	Vacant	RASMUSSEN	EDWARDS
N	04/08/1999	$62,500	WD	615	216	Unqualified (U)	Vacant	MOONEY PAUL F & PALMLEAF	RASMUSSEN JAY & LORRIE
N	05/04/1988	$19,550	WD	273	225	Qualified (Q)	Vacant	SABOURIN	MOONEY

Valuation

	2020 Certified	2019 Certified	2018 Certified	2017 Certified	2016 Certified
Building Value	$0	$0	$0	$0	$0
Extra Features Value	$22,218	$22,218	$7,047	$7,047	$7,047
Land Value	$93,600	$117,000	$76,800	$76,800	$67,200
Land Agricultural Value	$0	$0	$0	$0	$0
Agricultural (Market) Value	$0	$0	$0	$0	$0
Just (Market) Value	**$115,818**	**$139,218**	**$83,847**	**$83,847**	**$74,247**
Assessed Value	$115,818	$139,218	$82,851	$75,319	$68,472
Exempt Value	$0	$0	$0	$0	$0
Taxable Value	$115,818	$139,218	$82,851	$75,319	$68,472
Maximum Save Our Homes Portability	$0	$0	$996	$8,528	$5,775

"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.

TRIM Notice 2020

2020 TRIM Notice (PDF)

TRIM Notice 2019

2019 TRIM Notice (PDF)

B.

DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS JACKSONVILLE DISTRICT,
415 RICHARD JACKSON BOULEVARD, SUITE 411
PANAMA CITY BEACH, FLORIDA 32407

August 19, 2020

Regulatory Division
North Permit Branch
Panama City Permits Section
SAJ-2020-02955(GP-LSL)

Mr. Travis Fink
1431 Alligator Drive
Alligator Point, Florida 32346

Dear Mr. Fink:

The U.S. Army Corps of Engineers (Corps) assigned your application for a Department of the Army permit, which the Corps received on July 23, 2020, the file number SAJ-2020-02955. A review of the information and drawings provided indicates that the proposed work will result in the after-the-fact authorization for a 676 square foot single family dock. The dock structure includes a 4' by 129' access walk, 8' by 20' terminal platform, and 12' by 27' covered boat lift. The activities subject to this permit are authorized pursuant to authorities under Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. § 403). The project is located at 71 Fiesta Drive, Alligator Point, Franklin County, Florida.

Your project, as depicted on the enclosed drawings, is authorized by Regional General Permit (GP) SAJ-20. This authorization is valid until **March 27, 2023**. Please access the Corps' Jacksonville District Regulatory Division Internet page to view the special and general conditions for SAJ-20, which apply specifically to this authorization. The Internet URL address is:

http://www.saj.usace.army.mil/Missions/Regulatory.aspx

Please be aware this Internet address is case sensitive; and, you will need to enter it exactly as it appears above. Once there you will need to click on "Source Book"; and, then click on "General Permits." Then you will need to click on the specific SAJ permit noted above. You must comply with all of the special and general conditions of the permit; and, any project-specific conditions noted below, or you may be subject to enforcement action. The following project-specific conditions are included with this authorization:

1. Reporting Address: The Permittee shall submit all reports, notifications, documentation and correspondence required by the general and special conditions of this permit to either (not both) of the following addresses:

4. Assurance of Navigation and Maintenance: The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

5. Cultural Resources/Historic Properties:

a. No structure or work shall adversely affect impact or disturb properties listed in the *National Register of Historic Places* (NRHP) or those eligible for inclusion in the NRHP.

b. If during the ground disturbing activities and construction work within the permit area, there are archaeological/cultural materials encountered which were not the subject of a previous cultural resources assessment survey (and which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes, evidence of structures or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work and ground-disturbing activities within a 100-meter diameter of the discovery and notify the Corps within the same business day (8 hours). The Corps shall then notify the Florida State Historic Preservation Officer (SHPO) and the appropriate Tribal Historic Preservation Officer(s) (THPO(s)) to assess the significance of the discovery and devise appropriate actions.

c. Additional cultural resources assessments may be required of the permit area in the case of unanticipated discoveries as referenced in accordance with the above Special Condition ; and if deemed necessary by the SHPO, THPO(s), or Corps, in accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO for finds under his or her jurisdiction, and from the Corps.

d. In the unlikely event that unmarked human remains are identified on non-federal lands, they will be treated in accordance with Section 872.05 Florida Statutes. All work and ground disturbing activities within a 100-meter diameter of the unmarked human remains shall immediately cease and the Permittee shall immediately notify the medical

GENERAL CONDITIONS
33 CFR PART 320-330

1. The time limit for completing the work authorized ends on the **dates identified in the letter**.

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.

6. You must allow a representative from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

PREPARED BY: GARLICK ENVIRONMENTAL ASSOCIATES, INC.
P. O. BOX 385, APALACHICOLA FLORIDA 32329-0385 (850) 653-8899 FAX (850) 653-9656 garlick@garlickenv.com
LB No. 7415

APPLICANT/CLIENT: Travis Fink
WATERBODY/CLASS: Alligator Harbor / ClassII / OFW / AP
PURPOSE: DFA - EP Boat Roof
PROJECT LOCATION / USGS: Franklin County / Alligator Point
LATITUDE: 29.900258
LONGITUDE: 84.386275
SECTION: 1 TWNSHP: 7 South RNG: 2 West

JOB: 20-071
DEP:
COE:
OTHER:
DATE: July 22, 2020
SHEET: 1/4



PREPARED BY: GARLICK ENVIRONMENTAL ASSOCIATES, INC.
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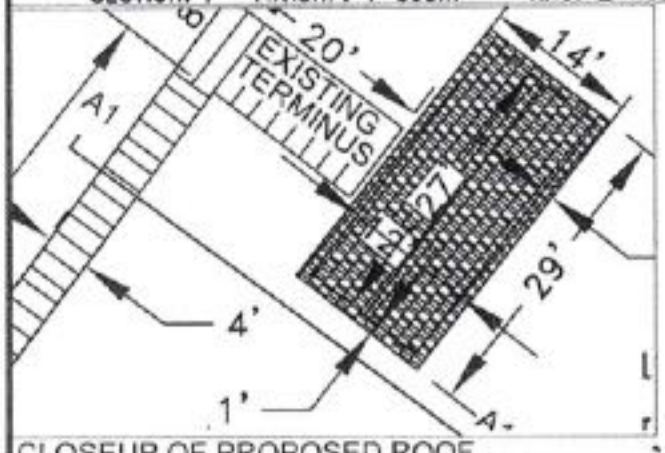
DEP:
COE:
OTHER:
DATE: July 22, 2020
SHEET: 3/4



CLOSEUP OF PROPOSED ROOF
NTS

ALLIGATOR HARBOR

NOTE:
THERE ARE NO SAV WITHIN THE DOCK OR BOAT ROOF ALIGNMENT
SAV STUDY COMPLETED 7-7-20

LEGEND:

PROPOSED ROOF --------- 411 Sq Ft

EXISTING AREA OF DOCK --------- 676 Sq Ft

TOTAL --------- 1087 Sq Ft COMBINED

SIZE OF PROPOSED BOAT WILL BE 27' LENGTH/12' WIDTH

SCALE 1" = 50'

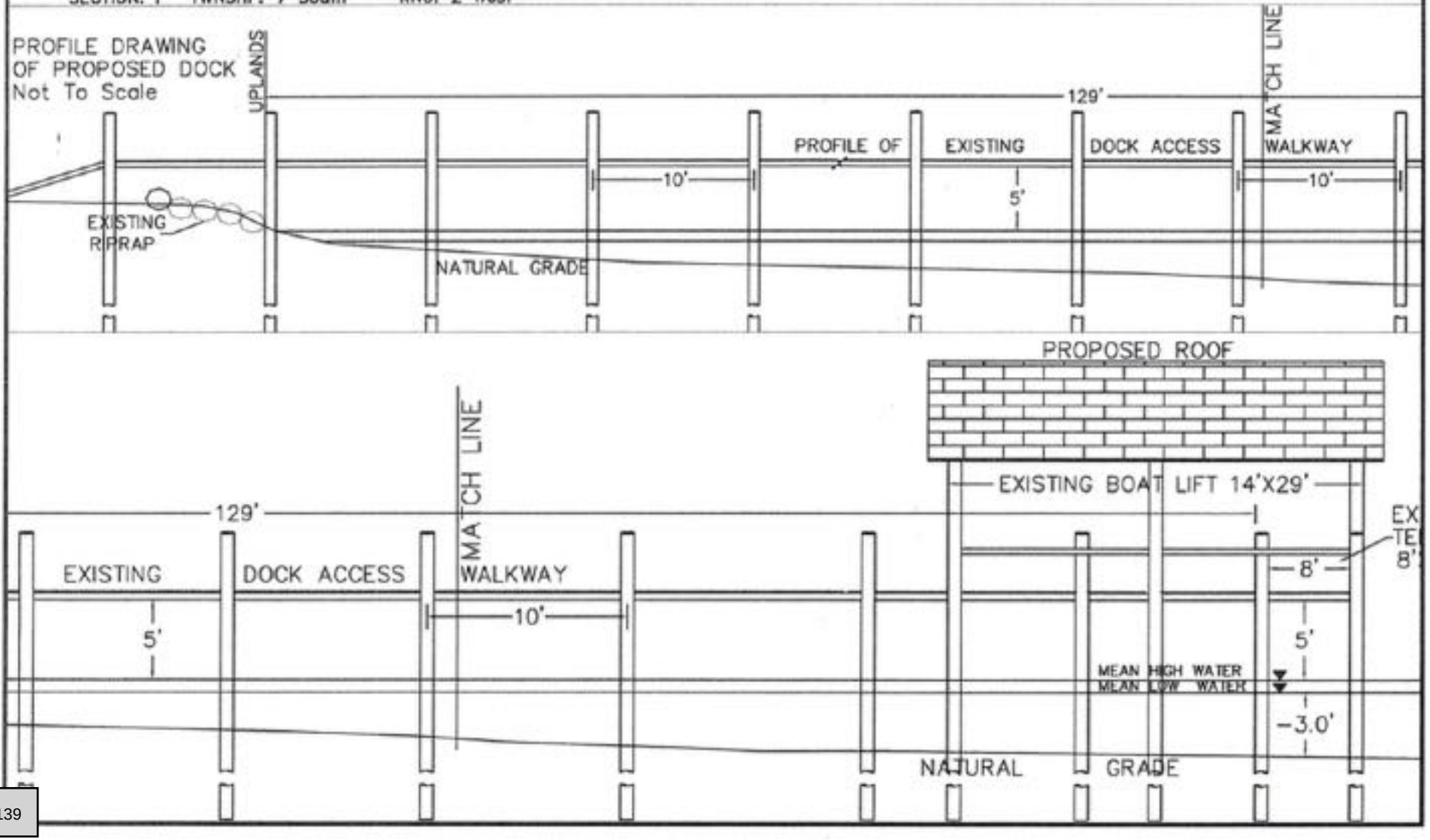
B.

PREPARED BY: GARLICK ENVIRONMENTAL ASSOCIATES, INC.

P. O. BOX 385, APALACHICOLA FLORIDA 32329-0385 (850) 653-8899 FAX (850) 653-9656 garlick@garlickenv.com
LB No. 7415

APPLICANT/CLIENT: Travis Fink
WATERBODY/CLASS: Alligator Harbor / Classll / OFW / AP
PURPOSE: DFA – EP Boat Roof
PROJECT LOCATION / USGS: Franklin County / Alligator Point
LATITUDE: 29.900258
LONGITUDE: 84.386275
SECTION: 1 TWNSHP: 7 South RNG: 2 West

JOB: 20-071
DEP:
COE:
OTHER:
DATE: July 22, 2020
SHEET: 4A/4



Date Work Started:_____ Date Work Completed:_____

Identify any deviations from the approved permit drawings and/or special conditions (attach additional pages if necessary):

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

ATTACHMENT A (2 PAGES)

FLORIDA DEPARTMENT OF
Environmental Protection

Northwest District
160 W. Government Street, Suite 308
Pensacola, FL 32502

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

Tuesday, July 21, 2020

TCB Ventures FL, LLC.
c/o Travis Fink
1431 Alligator Dr.
Alligator Point, Florida 32346
travis@nationalcrimesearch.com

File No.: 0390091-001-EG/19, Franklin County

Dear Mr. Fink:

On July 14, 2020, we received your notice of intent to use a General Permit (GP) pursuant to Rule 62-330.427, Florida Administrative Code (F.A.C.) to construct a roof over an existing boatlift and redesign an existing terminal platform within Alligator Harbor Aquatic Preserve, Class II Outstanding Florida Waters, Prohibited Shellfish Harvesting Area. The project is located at 71 Fiesta Dr., Alligator Point, Florida 32346, Parcel No. 01-07S-02W-1031-0000-0800, in Section 01, Township 07 South, Range 02 West of Franklin County; at approximately 29°54'01" North Latitude, 84°23'10" West Longitude.

Your intent to use a general permit has been reviewed by Department staff for three types of authorization: (1) regulatory authorization, (2) proprietary authorization (related to state-owned submerged lands), and (3) federal authorization. The authority for review and the outcomes of the reviews are listed below. Please read each section carefully.

Your project did not qualify for the federal authorization, therefore additional authorization must be obtained prior to commencement of the proposed activity. This letter does not relieve you from the responsibility of obtaining other federal, state, or local authorizations that may be required for the activity. Please refer to the specific section(s) dealing with that portion of the review below for advice on how to proceed.

If you change the project from what you submitted, the authorization(s) granted may no longer be valid at the time of commencement of the project. Please contact us prior to beginning your project if you wish to make any changes.

1. Regulatory Review – Approved
Based on the forms, drawings, and documents submitted with your notice, it appears that the project meets the requirements for the General Permit under Rule 62-330.427, F.A.C. Any activities performed under a general permit are subject to general conditions required in Rule 62-330.405, F.A.C. (attached) and the specific conditions of Rule 62-330.427, F.A.C. (attached). Any deviations from these conditions may subject the permittee to enforcement action and possible penalties.

permitting may be found online in the Jacksonville District Regulatory Division Source Book at: https://www.saj.usace.army.mil/Missions/Regulatory/Source-Book.

Authority for review - an agreement with the USACOE entitled "Coordination Agreement Between the U.S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection (or Duly Authorized Designee), State Programmatic General Permit", Section 10 of the Rivers and Harbor Act of 1899, and Section 404 of the Clean Water Act.

Additional Information
Please retain this general permit. The activities may be inspected by authorized state personnel in the future to ensure compliance with appropriate statutes and administrative codes. If the activities are not in compliance, you may be subject to penalties under Chapter 373, F.S. and Chapter 18-14, F.A.C.

NOTICE OF RIGHTS
This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until a subsequent order of the Department. Because the administrative hearing process is designed to formulate final agency action, the subsequent order may modify or take a different position than this action.

Petition for Administrative Hearing
A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

(a) The name and address of each agency affected and each agency's file or identification number, if known;
(b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination;
(c) A statement of when and how the petitioner received notice of the agency decision;
(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
(e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
(f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
(g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S. by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

62-330.427 General Permit for Docks, Piers and Associated Structures.

(1) A general permit is granted to any person to construct, extend, or remove a dock or pier and associated structures as described below:

(a) A private, single-family pier or dock with up to two boat lifts that, together with all existing structures on the shoreline of the property, does not exceed a total area of 2,000 square feet over surface waters. Such a structure:

1. Shall not accommodate the mooring of more than two vessels, either in the water or on a boat lift. Solely for purposes of this general permit, up to two personal watercraft as defined in section 327.02(33), F.S., may be moored in lieu of either or both allowable vessels of another type. These limits shall not apply to the mooring, storage or other use of the dock or pier by:

a. Non-motor-powered vessels less than 16 feet in length that are stored on or under the dock or pier, or within an authorized mooring area; or

b. Personal watercraft, dinghies or similar small vessels that are stowed out of the water, upon a larger parent vessel that is moored at the dock in compliance with this general permit.

2. Shall be located such that all areas used for vessel mooring and navigational access already provide a minimum depth of two feet below the mean low water level for tidal waters, or two feet below the expected average low water depth for non-tidal waters as determined based on best available information for the water body at the project location; and

3. May include a roof over the vessel mooring areas, boat lifts, and terminal platform, or any portions thereof, subject to the applicable provisions of chapters 253 and 258, F.S., and the rules adopted thereunder. Portions of such roofs that overhang beyond the edge of decked portions of the pier or dock shall be included in the calculation of the total square footage of over-water structure allowed under paragraph (1)(a), above.

(b) A public fishing pier that does not exceed a total area of 2,000 square feet provided the structure is designed and built to discourage boat mooring by elevating the fishing pier to a minimum height of five feet above mean high water or ordinary high water, surrounding the pier with handrails, and installing and maintaining signs that state "No Boat Mooring Allowed."

(2) This general permit shall be subject to the following specific conditions:

(a) Construction or extension of the boat lift, boat mooring locations, or terminal platform, shall not occur over submerged grassbeds, coral communities or wetlands. However, the access walkway portion of the pier may traverse these resources provided it is elevated a minimum of five feet above mean high water or ordinary high water, contains handrails that are maintained in such a manner as to prevent use of the access walkways for boat mooring or access, and does not exceed a width of six feet, or a width of four feet in Aquatic Preserves;

(b) There shall be no structures enclosed by walls, screens, or doors on any side;

(c) The dock or pier will not facilitate vessel rentals, charters, or serve any other commercial purpose;

(d) There shall be no fish cleaning facilities, boat repair facilities or equipment, or fueling facilities on the structures authorized by this general permit. In addition, no overboard discharges of trash, human or animal waste, or fuel shall occur from any structures authorized by this general permit;

(e) This general permit shall not authorize the construction or extension of more than one dock or pier per parcel of land or individual lot. For the purposes of this general permit, multi-family living complexes shall be treated as one parcel of property regardless of the legal division of ownership or control of the associated property; and

62-330.405 General Conditions for All General Permits.

The following general permit conditions are binding upon the permittee and are enforceable under chapter 373, F.S. These conditions do not apply to the general permit for stormwater management systems under section 403.814(12), F.S.

(1) The general permit is valid only for the specific activity indicated. Any deviation from the specified activity and the conditions for undertaking that activity shall constitute a violation of the permit and may subject the permittee to enforcement action and revocation of the permit under chapter 373, F.S.

(2) The general permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any construction, alteration, operation, maintenance, removal or abandonment authorized by this permit; and it does not authorize any violation of any other applicable federal, state, local, or special district laws (including, but not limited to, those governing the "take" of listed species).

(3) The general permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the general permit.

(4) The general permit does not relieve the permittee from liability and penalties when the permitted activity causes harm or injury to: human health or welfare; animal, plant or aquatic life; or property. It does not allow the permittee to cause pollution that violates state water quality standards.

(5) Section 253.77, F.S., provides that a person may not commence any excavation, construction, or other activity involving the use of state-owned or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required consent, lease, easement, or other form of authorization authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on state-owned lands.

(6) The authorization to conduct activities under a general permit may be modified, suspended or revoked in accordance with chapter 120, F.S., and section 373.429, F.S.

(7) The general permit is not transferable to a new third party. To be used by a different permittee, a new notice to use a general permit must be submitted in accordance with rule 62-330.402, F.A.C. Activities constructed in accordance with the terms and conditions of a general permit are automatically authorized to be operated and maintained by the permittee and subsequent owners in accordance with subsection 62-330.340(1), F.A.C. Any person holding the general permit, persons working under the general permit, and owners of land while work is conducted under the general permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to sale, conveyance, or other transfer of ownership or control of the permitted project, activity, or the real property at which the permitted project or activity is located.

(8) Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the permitted system to ensure conformity with the plans and specifications approved by the general permit.

(9) The permittee shall maintain any permitted project or activity in accordance with the plans submitted to the Agency and authorized in the general permit.

(10) A permittee's right to conduct a specific activity under the general permit is authorized for a duration of five years.

shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850)245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with section 872.05, F.S.

(17) The activity must be capable, based on generally accepted engineering and scientific principles, of being performed and of functioning as proposed, and must comply with any applicable District special basin and geographic area criteria.

(18) The permittee shall comply with the following when performing work within waters accessible to federally- or state-listed aquatic species, such as manatees, marine turtles, smalltooth sawfish, and Gulf sturgeon:

(a) All vessels associated with the project shall operate at "Idle Speed/No Wake" at all times while in the work area and where the draft of the vessels provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.

(b) All deployed siltation or turbidity barriers shall be properly secured, monitored, and maintained to prevent entanglement or entrapment of listed species.

(c) All in-water activities, including vessel operation, must be shut down if a listed species comes within 50 feet of the work area. Activities shall not resume until the animal(s) has moved beyond a 50-foot radius of the in-water work, or until 30 minutes elapses since the last sighting within 50 feet. Animals must not be herded away or harassed into leaving. All onsite project personnel are responsible for observing water-related activities for the presence of listed species.

(d) Any listed species that is killed or injured by work associated with activities performed shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1(888)404-3922 and ImperiledSpecies@myFWC.com.

(e) Whenever there is a spill or frac-out of drilling fluid into waters accessible to the above species during a directional drilling operation, the FWC shall be notified at ImperiledSpecies@myfwc.com with details of the event within 24 hours following detection of the spill or frac-out.

(19) The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any activity authorized by the general permit.

(20) The permittee shall immediately notify the Agency in writing of any submitted information that is discovered to be inaccurate.

Rulemaking Authority 373.026(7), 373.043, 373.118(1), 373.406(5), 373.4131, 373.414(9), 373.4145, 373.418, 403.805(1) FS. Law Implemented 373.044, 373.118(1), 373.129, 373.136, 373.406(5), 373.413, 373.4131, 373.414(9), 373.4145, 373.416, 373.422, 373.423, 373.429, 403.814(1) FS. History–New 10-3-95, Amended 10-1-07, Formerly 62-341.215, Amended 10-1-13, 6-1-18.

General Conditions for Authorizations for Activities on State-Owned Submerged Lands: All authorizations granted by rule or in writing under rule 18-21.005, F.A.C., except those for geophysical testing, shall be subject to the general conditions as set forth in paragraphs (a) through (j) below. The general conditions shall be part of all authorizations under this chapter, shall be binding upon the grantee, and shall be enforceable under chapter 253 or 258, part II, F.S.

(a) Authorizations are valid only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use shall constitute a violation. Violation of the authorization shall result in suspension or revocation of the grantee's use of the sovereignty submerged land unless cured to the satisfaction of the Board.

(b) Authorizations convey no title to sovereignty submerged land or water column, nor do they constitute recognition or acknowledgment of any other person's title to such land or water.

(c) Authorizations may be modified, suspended or revoked in accordance with their terms or the remedies provided in sections
253.04 and 258.46, F.S., or chapter 18-14, F.A.C.

(d) Structures or activities shall be constructed and used to avoid or minimize adverse impacts to sovereignty submerged lands and resources.

(e) Construction, use, or operation of the structure or activity shall not adversely affect any species which is endangered, threatened or of special concern, as listed in rules 68A-27.003, 68A-27.004 and 68A-27.005, F.A.C.

(f) Structures or activities shall not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity shall be modified in accordance with the court's decision.

(g) Structures or activities shall not create a navigational hazard.

(h) Activities shall not interfere with the public easement for traditional uses of the sandy beaches provided in section 161.141, F.S.

(i) Structures shall be maintained in a functional condition and shall be repaired or removed if they become dilapidated to such an extent that they are no longer functional. This shall not be construed to prohibit the repair or replacement subject to the provisions of rule 18-21.005, F.A.C., within one year, of a structure damaged in a discrete event such as a storm, flood, accident, or fire.

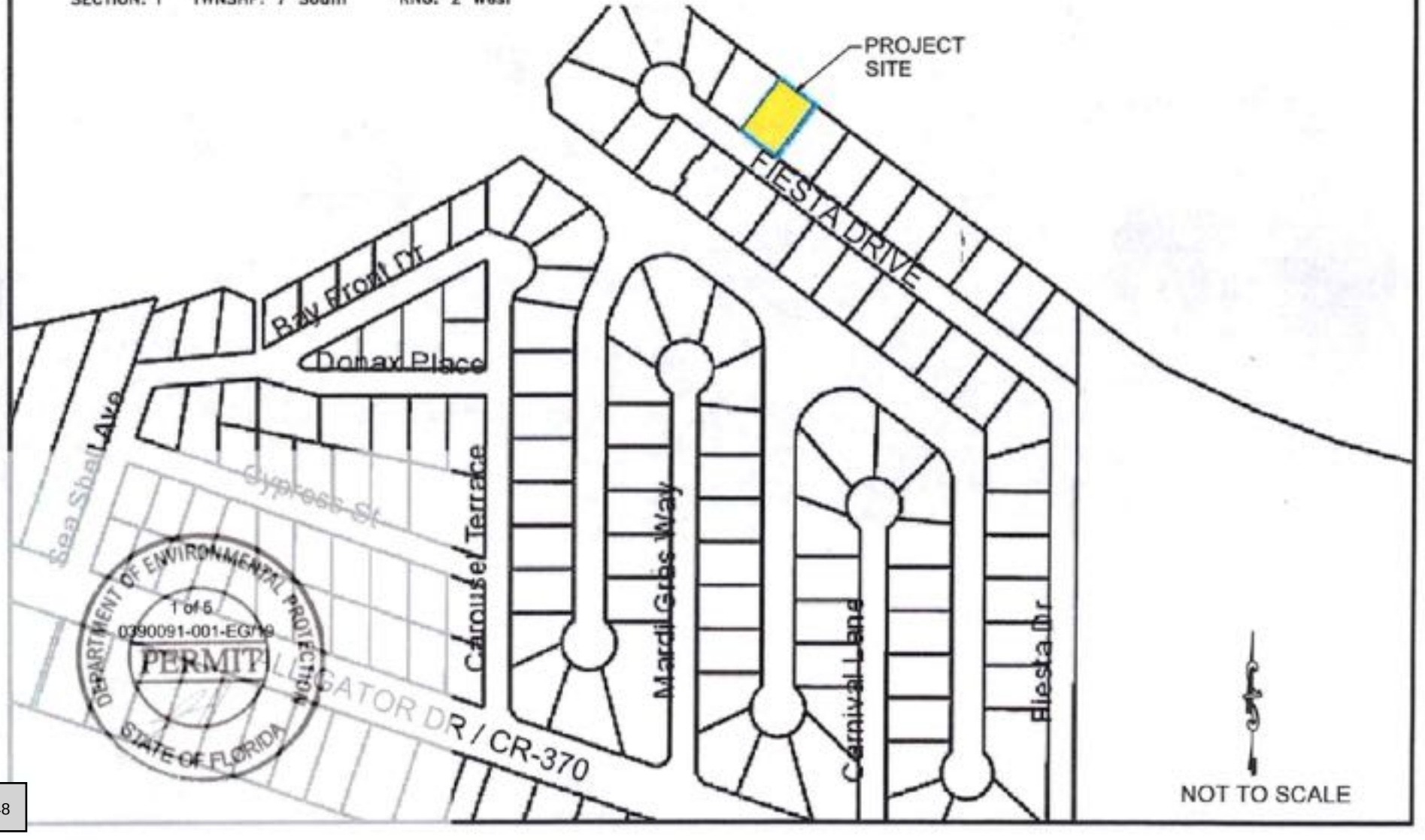
(j) Structures or activities shall be constructed, operated, and maintained solely for water dependent purposes, or for non-water dependent activities authorized under paragraph 18-21.004(1)(g), F.A.C., or any other applicable law.

Rulemaking Authority 253.03(7), 253.73 FS. Law Implemented 253.001, 253.03, 253.141, 253.0347, 253.665, 253.71, 253.68, 253.72, 253.74, 253.75, 253.77 FS. History–New 3-27-82,

PREPARED BY: GARLICK ENVIRONMENTAL ASSOCIATES, INC.
P. O. BOX 385, APALACHICOLA FLORIDA 32329-0385 (850) 653-8899 FAX (850) 653-9656 garlick@garlickenv.com
LB No. 7415

APPLICANT/CLIENT: Travis Fink
WATERBODY/CLASS: Alligator Harbor / ClassII / OFW / AP
PURPOSE: DFA - EP Boat Roof
PROJECT LOCATION / USGS: Franklin County / Alligator Point
LATITUDE: 29.900258
LONGITUDE: 84.386275
SECTION: 1 TWNSHP: 7 South RNG: 2 West

JOB: 20-071
DEP:
COE:
OTHER:
DATE: July 13, 2020
SHEET: 1/4



DEPARTMENT OF ENVIRONMENTAL PROTECTION
1 of 5
0390091-001-EG/19
PERMIT
STATE OF FLORIDA

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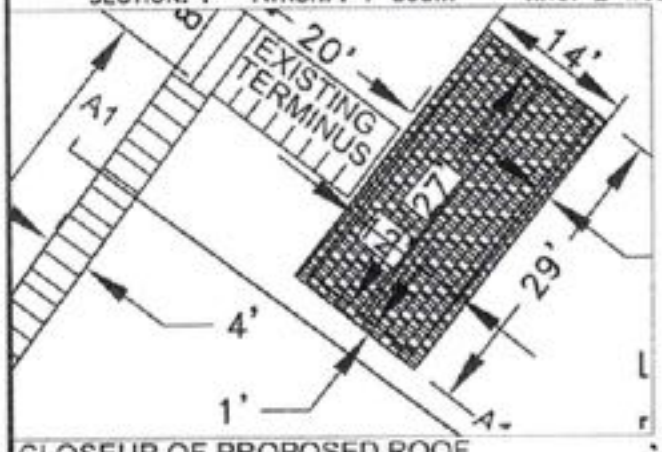
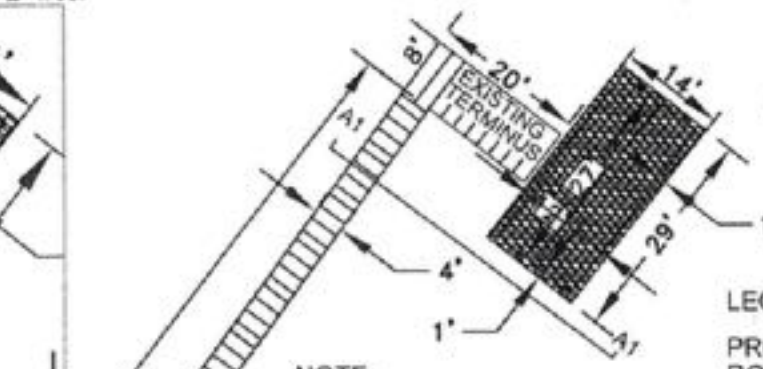


CLOSEUP OF PROPOSED ROOF
NTS



ALLIGATOR HARBOR

129'

EXISTING DOCK

NOTE:
THERE ARE NO SAV WITHIN THE DOCK OR BOAT ROOF ALIGNMENT
SAV STUDY COMPLETED 7-7-20

LEGEND:

PROPOSED ROOF ---------- 411 Sq Ft

EXISTING AREA OF DOCK ---------- 676 Sq Ft
716 SQ FT

TOTAL ---------- 1087 Sq Ft
COMBINED

SIZE OF PROPOSED BOAT WILL BE 27' LENGTH/12' WIDTH

DEPARTMENT OF ENVIRONMENTAL PROTECTION
3 of 5
0390091-001-EG/19
PERMIT
STATE OF FLORIDA

MEAN HIGH WATER

SCALE 1" = 50'

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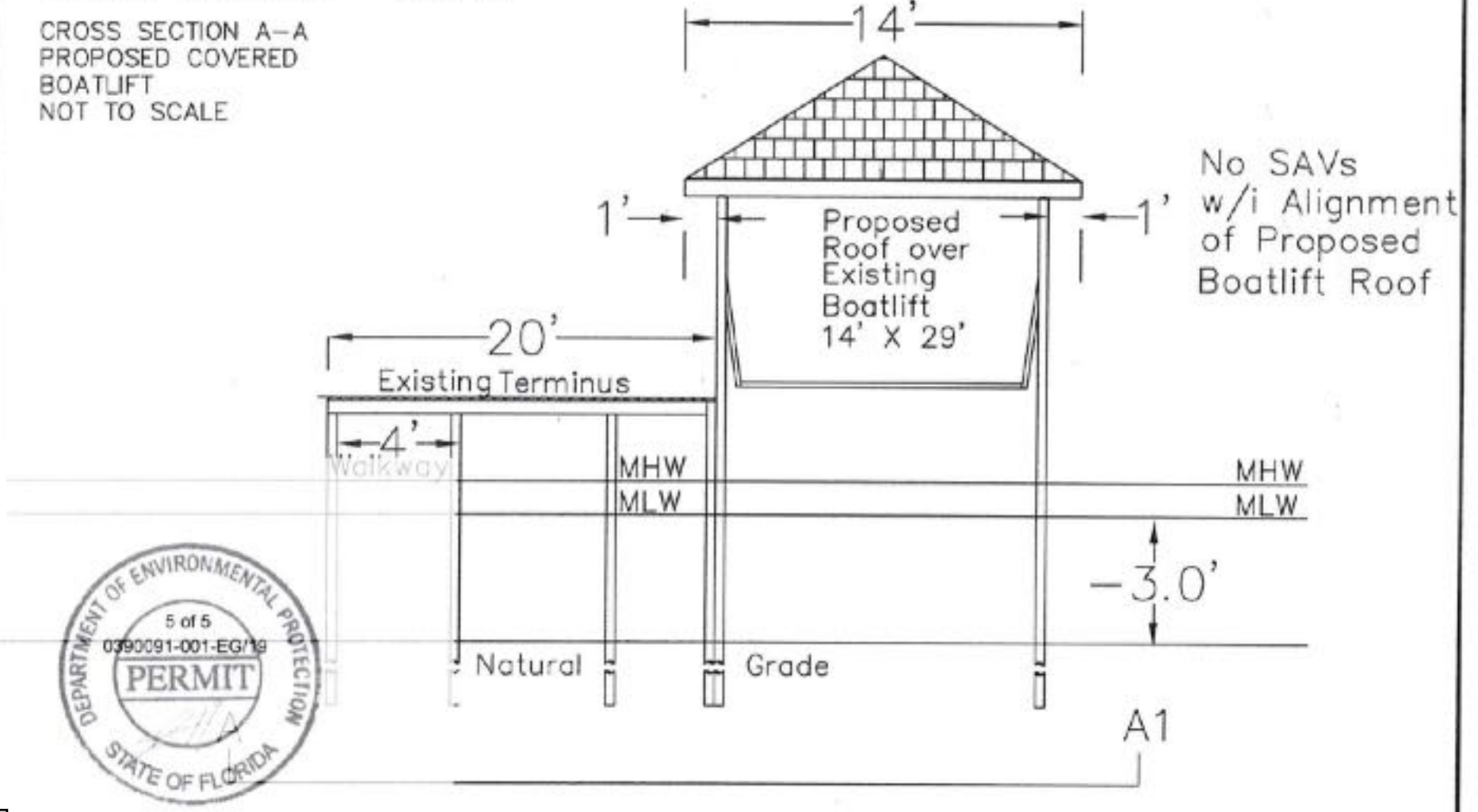
JOB: 20-071
DEP:
COE:
OTHER:
DATE: July 13, 2020
SHEET: 4/4

CROSS SECTION A–A
PROPOSED COVERED
BOATLIFT
NOT TO SCALE



DEPARTMENT OF ENVIRONMENTAL PROTECTION
5 of 5
0390091-001-EG/19
PERMIT
STATE OF FLORIDA

File Attachments for Item:

C. Consideration of a request to construct an additional 280 sq foot dock and 312 sq foot covered boat lift to an an existing dock located at 323 East Sawyer Street, Unit 5, Block 81, Lot 9, Eastpoint, Franklin County, Florida. The applicant has State and Federal Permits. Request submitted by Richard DeLarber, applicant. **P&Z Board Recommended Approval.**

BOARD ACTION: Approve, Table, or Deny

qPublic.net™ Franklin County, FL



Overview



Legend

- Parcels
- Roads
- City Labels

Parcel ID	29-09S-06W-7315-0081-0090	**Alternate ID**	06W09S29731500810090	**Owner Address**	DELARBER RICHARD M & JANE D
Sec/Twp/Rng	29-9S-6W	**Class**	SINGLE FAM		323 E SAWYER ST
Property Address	323 E SAWYER ST	**Acreage**	n/a		EASTPOINT, FL 32328
District	1				
Brief Tax Description	UNIT 5 BL 81 LOTS 9				
	(Note: Not to be used on legal documents)				

Date created: 4/8/2021
Last Data Uploaded: 4/8/2021 7:46:41 AM

Developed by Schneider GEOSPATIAL

C.

DOCK PERMIT APPLICATION

FRANKLIN COUNTY BUILDING DEPARTMENT
34 Forbes Street, Suite 1, Apalachicola, Florida 32320
Phone: 850-653-9783 Fax: 850-653-9799
http://www.franklincountyflorida.com/planning_building.aspx

PERMIT #_____
FEE: $_____
C.S.I : $_____
TOTAL: $_____

NOTE TO APPLICANTS AND PERMIT HOLDERS:
VIOLATIONS OF THE TERMS AND CONDITIONS OF THIS PERMIT MAY WARRANT A STOP WORK ORDER OR REVOCATION OF THIS PERMIT. THIS PERMIT IS VALID FOR ONE YEAR FROM THE DATE OF ISSUANCE. CONSTRUCTION MUST COMMENCE WITHIN SIX MONTHS OF THIS DATE:
ISSUANCE DATE: _____ **EXPIRES:** _____

EXISTING HOUSE: O Yes O No
DEP PERMIT: O Yes O No
ARMY COE PERMIT: O Yes O No
APPROVED: O Yes O No

APPLICATION MUST BE COMPLETE:

Property Owner/s: Richard DeLarber
Contact Information: Home #: None Cell #: (229) 289-7407
Mailing Address: 323 E. Sawyer St. City/State/Zip: Eastpoint, FL. 32328
EMAIL Address: richarddelarber @ AOL.com

Contractor Name: Pending Business Name: _____
Contact Information: Office #: _____ Cell #: _____
State License #: _____ County Registration #: _____
Mailing Address: _____ City/State/Zip: _____
EMAIL Address: _____ @ _____

PROPERTY DESCRIPTION: 911 Address: 323 E Sawyer St
Lot/s: 9 Block: 81 Subdivision: _____ Unit: _____
Parcel Identification #: 29-09S-06W-7315-0081-0090
JURISDICTION: ☑ Franklin County ☐ City of Carrabelle
☐ Apalachicola ☐ Eastpoint ☑ St. George Island ☐ Carrabelle ☐ Dog Island ☐ Lanark/ St. James ☐ St. Teresa ☐ Alligator Point

☑ **SINGLE FAMILY DOCK/PIER** ☐ **MULTI-FAMILY DOCK/PIER** ☐ **COMMERCIAL**

DESCRIPTION: To construct an additional 280 SQ FT dock and 312 SQ FT covered boat lift to an existing dock for a combined area of less than 1,000 SQ FT
ZONING DISTRICT: R-1 CONTRACT COST: TBD
TOTAL SQUARE FOOT: Less than 1,000 FOUNDATION TYPE: Pilings
ROOF MATERIAL: Metal

APPROVED BY: ☐ **Planning & Zoning Date:** _____ ☐ **County Commissioners Date:** _____

WATER BODY: Off Apalachicola Bay on Man made Canal
CRITICAL SHORELINE DISTRICT: O YES OR NO O CRITICAL HABITAT ZONE: O YES OR NO O

BUILDING OFFICIAL **Date** **OWNER** (Required) **Date** **CONTRACTOR** (Required) **Date**

RECEIVED
MAR 25 2021
BY: _____

C.

F.D.E.P. DREDGE AND FILL PERMIT DRAWINGS

SECTION	29	TOWNSHIP	9S	RANGE	6W

DELARBER RESIDENCE DOCK

FOR

RICHARD DELARBER

FRANKLIN COUNTY PARCEL NO.

29-09S-06W-7315-0081-0090

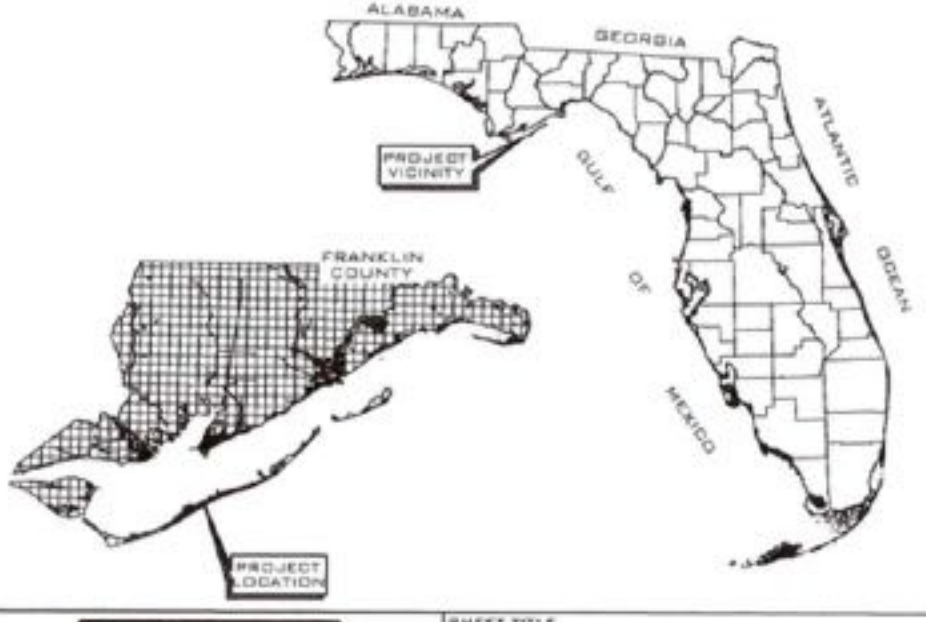
323 E SAWYER STREET, ST. GEORGE ISLAND, FL

APRIL 5, 2019

L. JACK HUSBAND III LICENSE No 69169 STATE OF FLORIDA PROFESSIONAL ENGINEER

Reason: This item has been digitally signed and sealed by L. Jack Husband, III, P.E. on the date adjacent to the seal.Printed copies of this document are not considered signed and sealed and the signature must be verified.
Date: 2019.04.05 15:10:46 -05'00'

PROJECT VICINITY



INDEX OF SHEETS

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S3	DOCK FRAMING DETAILS
S4	DOCK ROOF FRAMING PLAN
S5	DOCK ROOF FRAMING SECTION

SCE
SOUTHEASTERN CONSULTING ENGINEERS, INC.
P.O. BOX 141
WEWAHITCHKA, FLORIDA 32465
850.639.2860

SHEET TITLE	JOB NO.
COVER SHEET	19-717-01
CLIENT	SHEET NO.
DELARBER RESIDENCE DOCK DESIGN	CVR



L. JACK HUSBAND III
LICENSE
No 69169
STATE OF FLORIDA
PROFESSIONAL ENGINEER

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WEWAHITCHKA, FLORIDA 32465
850.639.3860

SHEET TITLE
PROJECT LOCATION

JOB NO.
19-717-01

CLIENT
DELARBER RESIDENCE DOCK DESIGN

SHEET NO.
G1

GENERAL NOTES

C.

1. THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS AT THE JOB SITE TO INSURE THAT ALL NEW WORK WILL FIT IN THE MANNER INTENDED ON THE PLANS. SHOULD ANY CONDITIONS EXIST THAT ARE CONTRARY TO THOSE SHOWN ON THE PLANS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND LOCAL MUNICIPALITY OF SUCH DIFFERENCES IMMEDIATELY AND PRIOR TO PROCEEDING WITH THE WORK.
2. THE CONTRACTOR SHALL COMPLY WITH ALL CONDITIONS AS SET FORTH BY THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AND FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION.
3. THE CONTRACTOR SHALL MAINTAIN THE CONSTRUCTION SITE IN A SECURE MANNER. ALL OPEN TRENCHES AND EXCAVATED AREAS SHALL BE PROTECTED FROM ACCESS BY THE GENERAL PUBLIC.
4. ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION SHALL BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE CONTRACTOR SHOULD NOTIFY THE ENGINEER.
5. THE CONTRACTOR SHALL IMPLEMENT ALL COMPONENTS OF THE EROSION AND SEDIMENTATION CONTROL PLAN PRIOR TO ANY EARTH DISTURBING ACTIVITIES. ALL COMPONENTS SHALL BE MAINTAINED BY THE CONTRACTOR UNTIL ALL VEGETATION IS ESTABLISHED, THE ENTIRE PROJECT AREA IS STABILIZED AND THE OWNER HAS ACCEPTED OPERATION AND MAINTENANCE.
6. ALL DISTURBED AREAS NOT SODDED SHALL BE SEEDED WITH A MIXTURE OF LONG-TERM VEGETATION AND QUICK GROWING SHORT-TERM VEGETATION FOR THE FOLLOWING CONDITIONS. FOR THE MONTHS FROM SEPTEMBER THROUGH MARCH, THE MIX SHALL CONSIST OF 70 POUNDS PER ACRE OF LONG-TERM SEED AND 20 POUNDS PER ACRE OF WINTER RYE. FOR THE MONTHS OF APRIL THOUGH AUGUST, THE MIX SHALL CONSIST OF 70 POUNDS PER ACRE OF LONG-TERM SEED AND 20 POUNDS PER ACRE OF MILLET.
7. THE LOCATION OF THE UTILITIES SHOWN IN THE PLANS ARE APPROXIMATE ONLY. THE EXACT LOCATION SHALL BE DETERMINED BY THE CONTRACTOR DURING CONSTRUCTION. CONTRACTOR SHALL PROTECT ALL UTILITIES WITHIN THE PROJECT AREAS.
8. ALL UTILITY CONSTRUCTION SHALL MEET THE WATER AND WASTEWATER UTILITY STANDARDS OF THE UTILITY SERVICE PROVIDER IN THE PROJECT AREA.
9. THE CONTRACTOR SHALL ENSURE ALL EXCESS EARTH REMAINS ON SITE AND IS GRADED AS REQUIRED IN FIELD AND/OR AS DIRECTED BY THE ENGINEER.
10. ALL SITE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LOCAL GOVERNING BODYS LAND DEVELOPMENT REGULATIONS.
11. CONTRACTOR SHALL COORDINATE ALL WORK WITH OTHER CONTRACTORS WITHIN PROJECT AREA.
12. THE CONTRACTOR SHALL NOTIFY THE LOCAL GOVERNING BODY AT LEAST 48 HOURS IN ADVANCE PRIOR TO BEGINNING OF CONSTRUCTION.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONSTRUCTION COMMENCEMENT NOTICE AND NOTIFYING THE ENGINEER OF THE CONSTRUCTION SCHEDULE.
14. NO GEOTECHNICAL REPORT WAS AVAILABLE AT THE TIME OF THE DESIGN.

L. JACK HUSBAND III
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No 69169
STATE OF FLORIDA
PROFESSIONAL ENGINEER

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850.639.2660

SHEET TITLE	JOB NO.
GENERAL NOTES	19-717-01
CLIENT	SHEET NO.
DELARBER RESIDENCE DOCK DESIGN	G2

C.

EROSION CONTROL NOTES

1. THIS EROSION AND SEDIMENTATION CONTROL PLAN COMPLIES WITH THE REQUIREMENTS OF THE 'FLORIDA DEVELOPMENT MANUAL' AND THE 'FLORIDA EROSION AND SEDIMENT CONTROL INSPECTORS MANUAL'.
2. THE CONTRACTOR SHALL ADHERE TO LOCAL MUNICIPALITY, NWFWMD, AND OTHER GOVERNING AUTHORITIES FOR EROSION AND SEDIMENT CONTROL REGULATIONS. IF THE CONTRACTOR NEEDS TO CHANGE THIS PLAN TO MORE EFFECTIVELY CONTROL EROSION AND SEDIMENTATION, THE CONTRACTOR SHALL USE BMPs FROM THE 'FLORIDA EROSION AND SEDIMENT CONTROL INSPECTORS MANUAL'.
3. THE CONTRACTOR SHALL ADJUST AND REVISE THIS PLAN TO MEET ACTUAL FIELD CONDITIONS. ANY REVISIONS SHALL BE APPROVED BY THE REVIEWING AGENCIES.
4. SEDIMENT AND EROSION CONTROL FACILITIES, STORM DRAINAGE FACILITIES AND DETENTION BASINS SHALL BE INSTALLED PRIOR TO ANY OTHER CONSTRUCTION.
5. EROSION CONTROL MEASURES SHALL BE INSPECTED WEEKLY AND AFTER EACH RAINFALL AND REPLACED AS NECESSARY.
6. SEDIMENT AND EROSION CONTROL MEASURES SHALL NOT BE REMOVED UNTIL ALL CONSTRUCTION IS COMPLETE AND UNTIL A PERMANENT GROUND COVER HAS BEEN ESTABLISHED.
7. ALL OPEN DRAINAGE SWALES SHALL BE GRASSED AND RIPRAP SHALL BE PLACED AS REQUIRED TO CONTROL EROSION.
8. SILT FENCES SHALL BE LOCATED ON SITE TO PREVENT SEDIMENT AND EROSION FROM LEAVING PROJECT LIMITS.
9. CONTRACTOR SHALL PLACE A DOUBLE ROW OF SILT FENCE IN AREAS WHERE RUNOFF FROM DISTURBED AREAS MAY ENTER WETLANDS.
10. DURING CONSTRUCTION AND AFTER CONSTRUCTION IS COMPLETE, ALL STRUCTURES SHALL BE CLEANED OF ALL DEBRIS AND EXCESS SEDIMENT.
11. ALL GRADED AREAS SHALL BE STABILIZED IMMEDIATELY WITH A TEMPORARY FAST-GROWING COVER AND/OR MULCH.
12. A PAD OF RUBBLE RIP RAP SHALL BE PLACED AT THE BOTTOM OF ALL COLLECTION FLUMES AND COLLECTION PIPE OUTLETS. GRANITE OR LIMESTONE RIPRAP IS REQUIRED. NO BROKEN CONCRETE WILL BE ACCEPTED.
13. ALL SIDE SLOPES STEEPER THAN 3:1 SHALL BE ADEQUATELY PROTECTED FROM EROSION THROUGH THE USE OF HAY BALES OR SODDING.
14. ALL STABILIZATION PRACTICES SHALL BE INITIATED AS SOON AS PRACTICABLE IN AREAS OF THE JOB WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY STOPPED, BUT IN NO CASE SHALL THE DISTURBED AREA BE LEFT UNPROTECTED FOR MORE THAN SEVEN DAYS.
15. ALL WASTE GENERATED ON THE PROJECT SHALL REMAIN ON-SITE AND BE PLACED IN AREAS PROVIDED BY CONTRACTOR.
16. LOADED HAUL TRUCKS SHALL BE COVERED WITH TARPS.
17. EXCESS DIRT SHALL BE REMOVED DAILY.
18. THIS PROJECT SHALL COMPLY WITH ALL WATER QUALITY STANDARDS.
19. QUALIFIED PERSONNEL SHALL INSPECT THE AREA USED FOR STORAGE OF STOCKPILES, THE SILT FENCE AND STRAW BALES, THE LOCATION WHERE VEHICLES ENTER OR EXIT THE SITE, AND THE DISTURBED AREAS THAT HAVE NOT BEEN FINALLY STABILIZED, AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM OF 0.50 INCHES OR GREATER.
20. SITES THAT HAVE BEEN FINALLY STABILIZED WITH SOD OR GRASSING SHALL BE INSPECTED AT LEAST ONCE EVERY WEEK.

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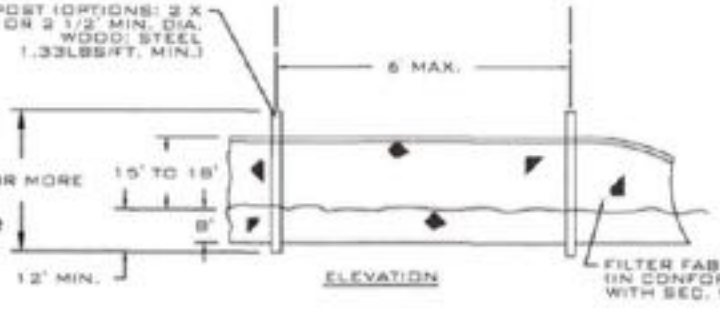
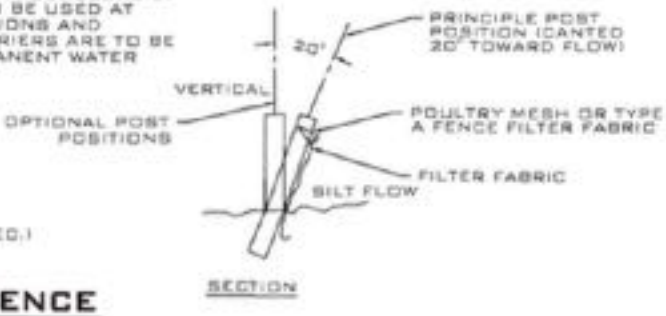


NOTE:
DO NOT INSTALL SILT FENCE IN A MANNER AS TO BLOCK WATER FLOW ALONG PERMANENT FLOWING WATER COURSES. SILT FENCES ARE TO BE USED AT UPLAND LOCATIONS AND TURBIDITY BARRIERS ARE TO BE USED AT PERMANENT WATER BODIES



1 / G3 **TYPE III SILT FENCE**
N.T.S.

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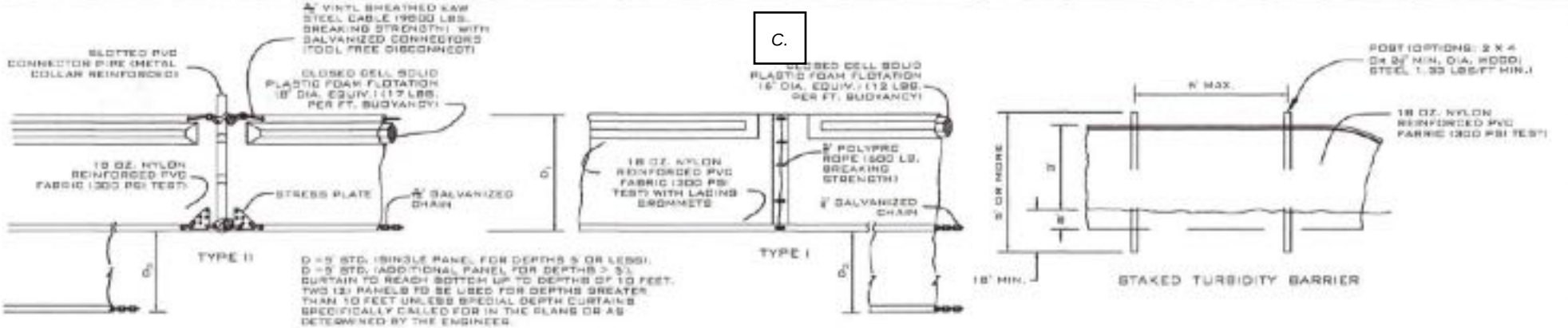
WEWAHITCHKA, FLORIDA 32465
850.639.2842

SHEET TITLE: EROSION CONTROL NOTES & DETAILS
JOB NO.: 19-717-01
CLIENT: DELARBER RESIDENCE DOCK DESIGN
SHEET NO.: G3

C.

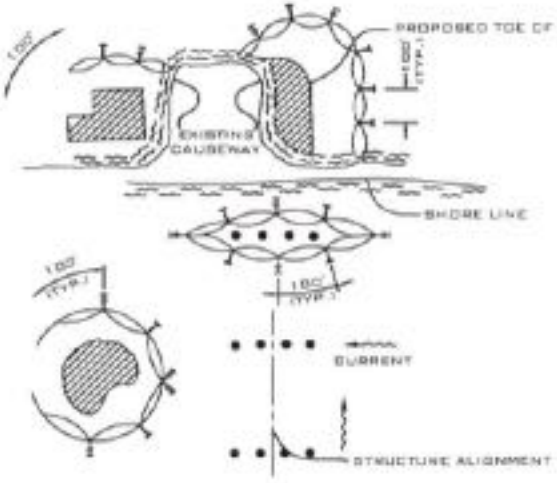


D = 5' STD. (SINGLE PANEL FOR DEPTHS 5' OR LESS).
D = 5' STD. (ADDITIONAL PANEL FOR DEPTHS > 5'). CURTAIN TO REACH BOTTOM UP TO DEPTHS OF 10 FEET. TWO (2) PANELS TO BE USED FOR DEPTHS GREATER THAN 10 FEET UNLESS SPECIAL DEPTH CURTAINS SPECIFICALLY CALLED FOR IN THE PLANS OR AS DETERMINED BY THE ENGINEER.

COMPONENTS OF TYPES I AND II MAY BE SIMILAR OR IDENTICAL TO PROPRIETARY DESIGNS. ANY INFRINGEMENT ON THE PROPRIETARY RIGHTS OF THE DESIGNER SHALL BE THE SOLE RESPONSIBILITY OF THE USER. SUBSTITUTIONS FOR TYPES I AND II SHALL BE AS APPROVED BY THE ENGINEER.

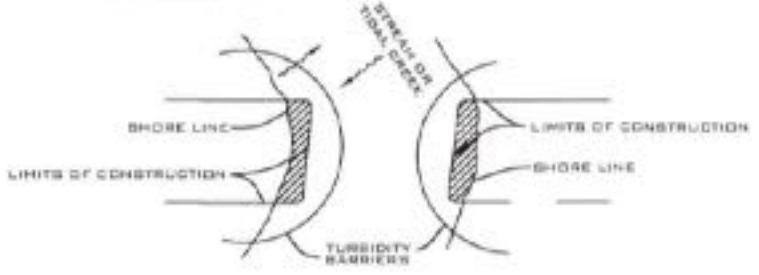
NOTE: STAKED TURBIDITY BARRIERS ARE RECOMMENDED FOR THIS PROJECT

FLOATING TURBIDITY BARRIERS



LEGEND
- PILE LOCATIONS
- DREDGE OR FILL AREA
- MOORING BUOY W/ANCHOR
- ANCHOR
- BARRIER MOVEMENT DUE TO CURRENT ACTION

TURBIDITY BARRIERS FOR FLOWING STREAMS AND TIDAL CREEKS MAY BE EITHER FLOATING, OR STAKED TYPES OR ANY COMBINATIONS OF TYPES THAT WILL SUIT SITE CONDITIONS AND MEET EROSION CONTROL AND WATER QUALITY REQUIREMENTS. THE BARRIER TYPE(S) WILL BE AT THE CONTRACTORS OPTION UNLESS OTHERWISE SPECIFIED IN THE PLANS, HOWEVER PAYMENT WILL BE UNDER THE PAY ITEM(S) ESTABLISHED IN THE PLANS FOR FLOATING TURBIDITY BARRIER AND/OR STAKED TURBIDITY BARRIER. POSTS IN STAKED TURBIDITY BARRIERS TO BE INSTALLED IN VERTICAL POSITION UNLESS OTHERWISE DIRECTED BY THE ENGINEER.



NOTES:
1. TURBIDITY BARRIERS ARE TO BE USED IN ALL PERMANENT BODIES OF WATER REGARDLESS OF WATER DEPTH.
2. NUMBER AND SPACING OF ANCHORS DEPENDENT ON CURRENT VELOCITIES.
3. DEPLOYMENT OF BARRIER AROUND PILE LOCATIONS MAY VARY TO ACCOMMODATE CONSTRUCTION OPERATIONS.
4. NAVIGATION MAY REQUIRE SEGMENTING BARRIER DURING
5. CONSTRUCTION OPERATIONS.

FOR ADDITIONAL INFORMATION SEE SECTION 104 OF THE STANDARD SPECIFICATIONS.

L. JACK HUSBAND III LICENSE No 69169 STATE OF FLORIDA PROFESSIONAL ENGINEER

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(1/34) **TURBITITY BARRIER DETAIL**
N.T.S.

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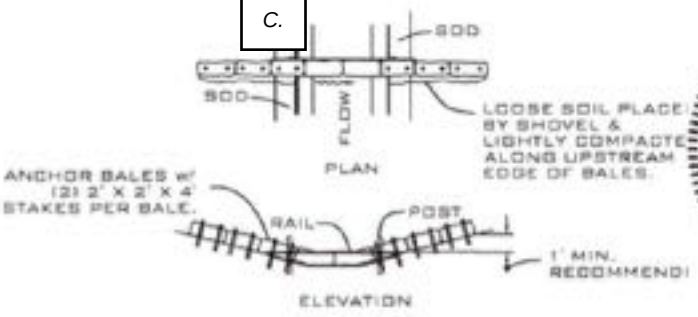
P.O. BOX 141
WEWAHITCHKA, FLORIDA 32465
(850) 639-2850

SHEET TITLE	JOB NO.
EROSION CONTROL DETAILS	19-717-01
CLIENT	SHEET NO.
DELARBER RESIDENCE DOCK DESIGN	G4

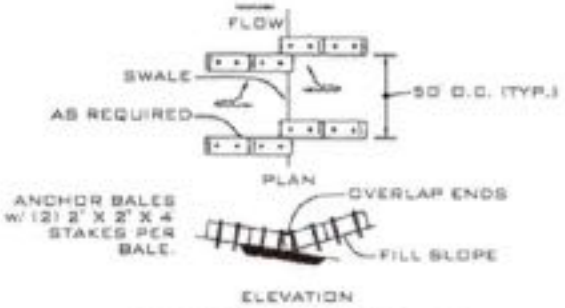
C.

III HAY BALES
A. BASE OF SLOPE
B. DITCH BOTTOM
C. WITH FENCE (AS NECESSARY)

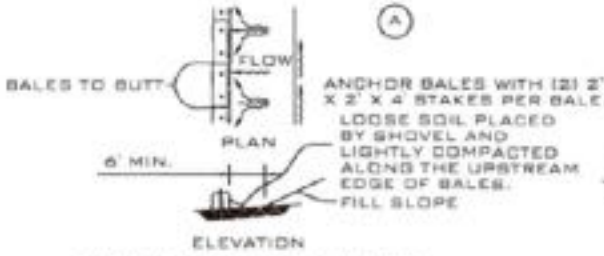


NOTE: BALE BARRIERS FOR PAVED DITCHES SHOULD BE SPACED IN ACCORDANCE WITH CHART 1, SHEET 1 OF 3, INDEX NO. 102

BARRIER FOR PAVED DITCH



TO BE USED AT SELECTED SITES WHERE THE NATURAL GROUND SLOPES TOWARD THE TOE OF SLOPE



TO BE USED AT SELECTED SITES WHERE THE NATURAL GROUND SLOPES TOWARD THE TOE OF SLOPE

BARRIERS FOR FILL SLOPES

WOVEN FILTER FABRIC IN ABSENCE OF ESTABLISHED GRASS (APPROX. 12' X 12'). SECURE EDGES BY ENTRENCHING AND EXTEND UNDER BAGS AND BALES. FABRIC SHALL MEET THE REQUIREMENTS OF SECTION 985 OF THE STANDARD SPECIFICATIONS. CONST OF FABRIC TO BE INCLUDED IN THE CONTRACT UNIT PRICE FOR BALED HAY OR STRAW, TN.



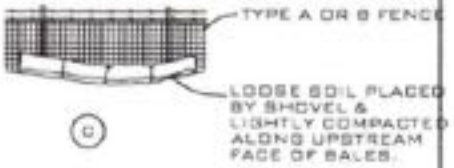


APPLICATION AND SPACING: THE USE OF TYPES I & II BALE BARRIERS SHOULD BE LIMITED TO THE CONDITIONS OUTLINED IN CHART 1, SHEET 1 OF 3, INDEX NO. 102

TYPE II TYPE I

BARRIER FOR UNPAVED DITCHES

NOTE: BALES TO BE STAKED AT THE DIRECTION OF THE ENGINEER.



BALES BACKED BY FENCE

1 / G5 **HAY BALE BARRIER DETAIL**
N.T.S.

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WEWAHITCHKA, FLORIDA 32465
850.639.2960

SHEET TITLE: EROSION CONTROL DETAILS	JOB NO.: 19-717-01
CLIENT: DELARBER RESIDENCE DOCK DESIGN	SHEET NO.: G5



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(850) 639-2850

SHEET TITLE
AERIAL OF EXISTING SITE CONDITIONS

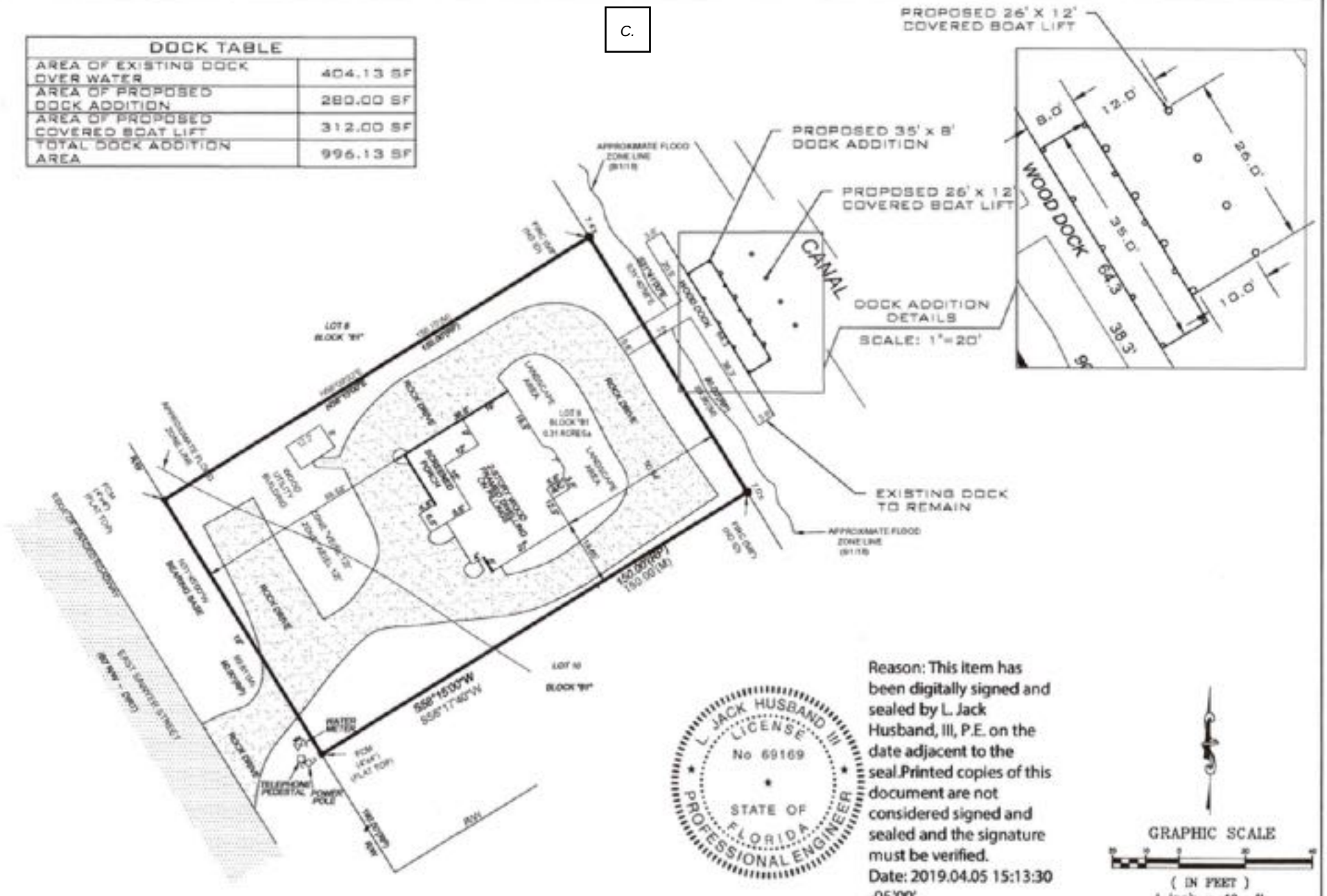
JOB NO.
19-717-01

CLIENT
DELARBER RESIDENCE DOCK DESIGN

SHEET NO.
C1

C.

DOCK TABLE	
AREA OF EXISTING DOCK OVER WATER	404.13 SF
AREA OF PROPOSED DOCK ADDITION	280.00 SF
AREA OF PROPOSED COVERED BOAT LIFT	312.00 SF
TOTAL DOCK ADDITION AREA	996.13 SF



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GRAPHIC SCALE
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1 inch = 40 ft.

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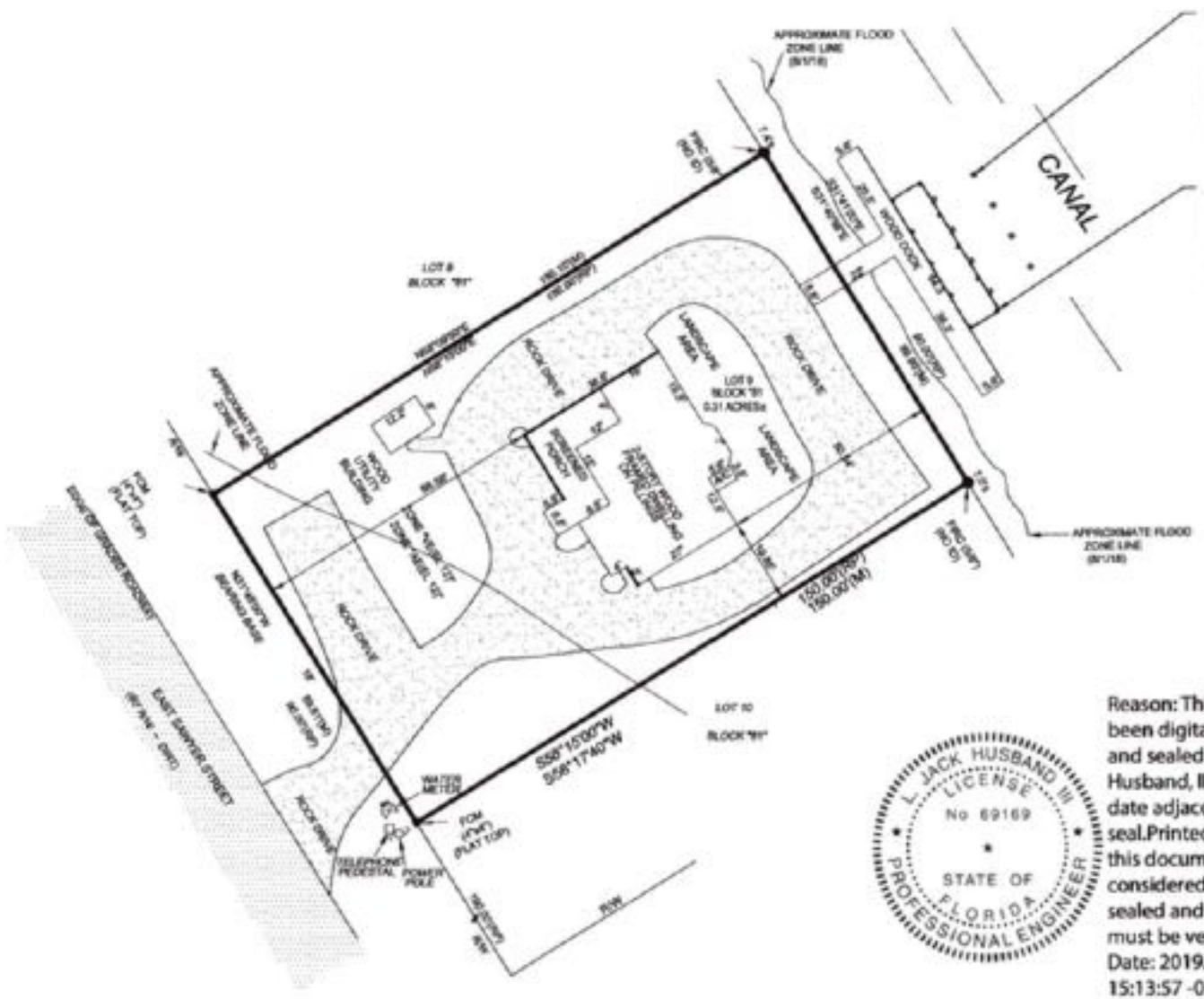
WEWAHITCHKA, FLORIDA 32465
850.639.2960

SHEET TITLE	JOB NO.
SITE PLAN	19-717-01
CLIENT	SHEET NO.
DELARBER RESIDENCE DOCK DESIGN	C2



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SHEET TITLE: DREDGE & FILL VOLUME

JOB NO.: 19-717-01

CLIENT: DELARBER RESIDENCE DOCK DESIGN

SHEET NO.: C3



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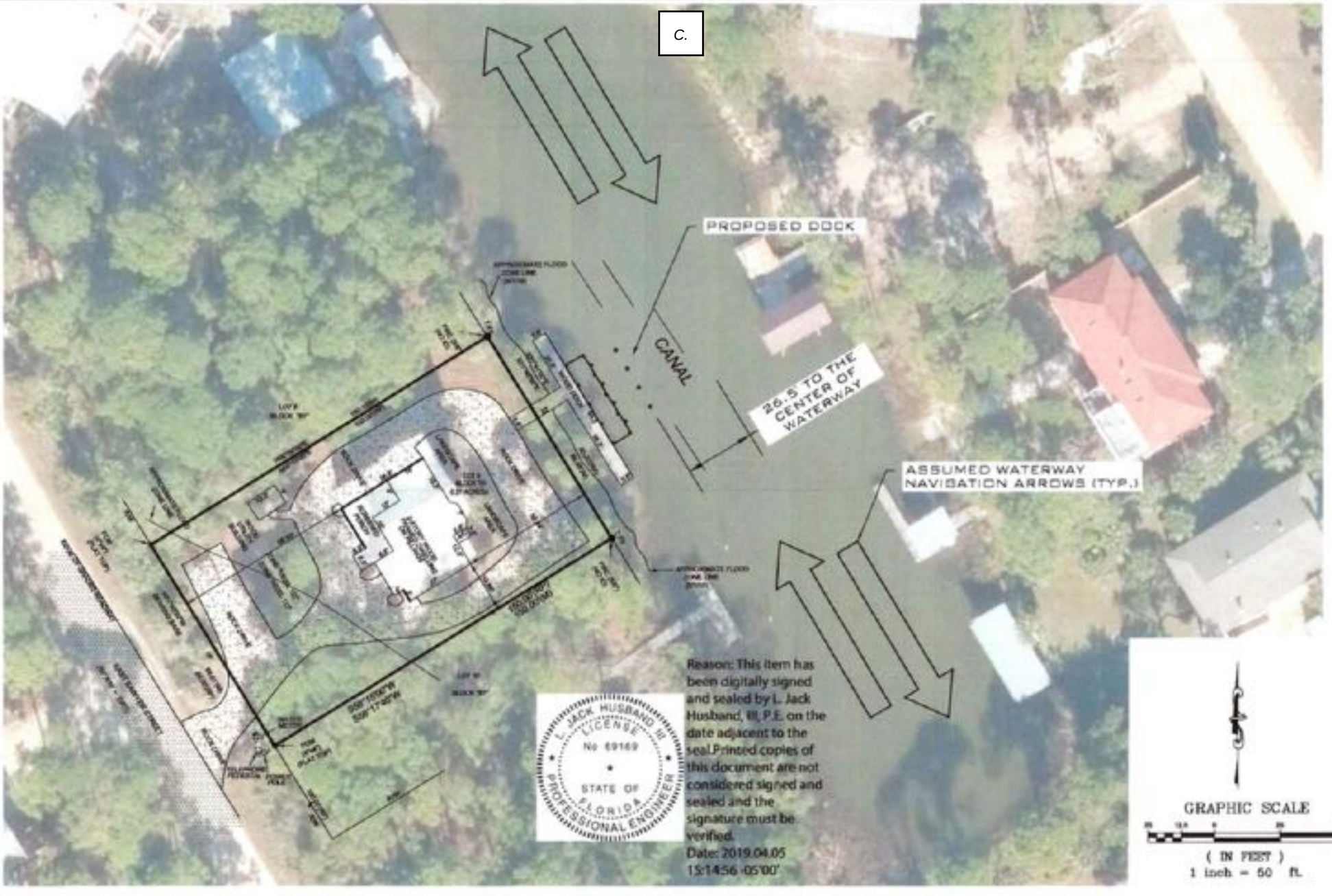
WEWAHITCHKA, FLORIDA 32465
850.639.2850

SHEET TITLE: EROSION CONTROL PLAN	JOB NO.: 19-717-01
CLIENT: DELARBER RESIDENCE DOCK DESIGN	SHEET NO.: C4



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CONSULTING ENGINEERS, INC.
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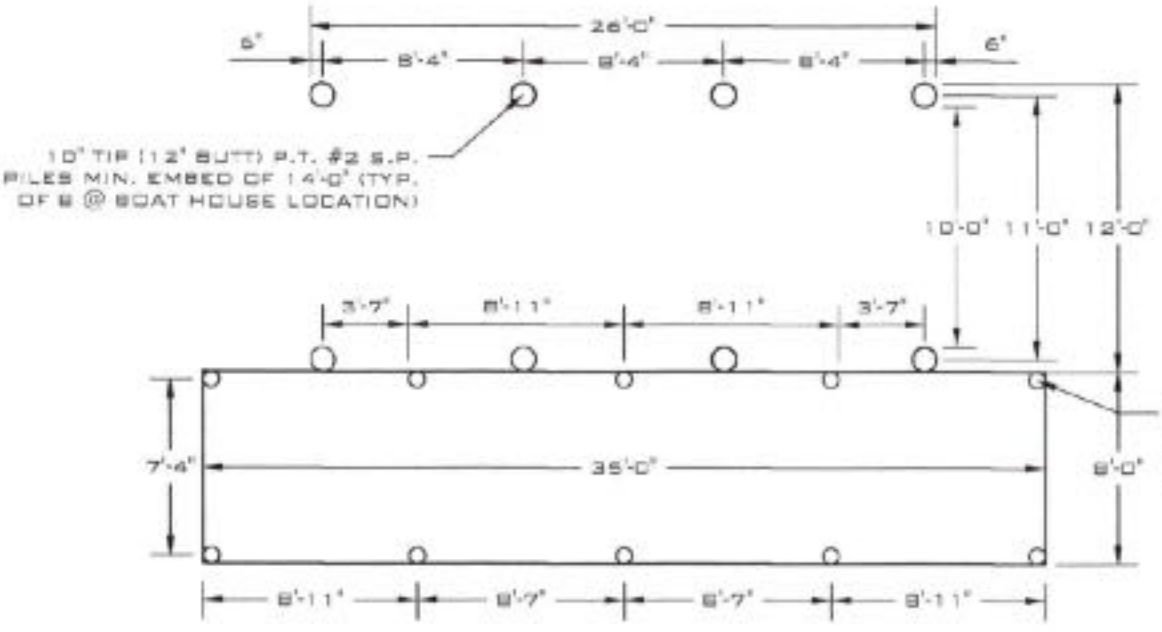
850.639.3860

SHEET TITLE: PROPOSED WATERWAY NAVIGATION	JOB NO.: 19-717-01
CLIENT: DELARBER RESIDENCE DOCK DESIGN	SHEET NO.: C5



1/S1 PILING LAYOUT
SCALE: N.T.S.

L. JACK HUSBAND III LICENSE No. 69159 STATE OF FLORIDA PROFESSIONAL ENGINEER

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NOTES:
1. ALL TIMBER PILES SHALL BE 2.3 CCA TREATMENT OR BETTER.
2. ALL FRAMING MATERIALS SHALL BE CRITICAL STRUCTURE MCA TREATMENT OR BETTER.
3. ALL DECK BOARDS SHALL BE 0.15 MCA TREATMENT OR BETTER
4. ALL HARDWARE SHALL BE STAINLESS STEEL OR HOT DIPPED GALVANIZE, STAINLESS STEEL IS RECOMMENDED.
5. ALL TIMBER SHALL BE #2 SOUTHERN PINE (MIN.)

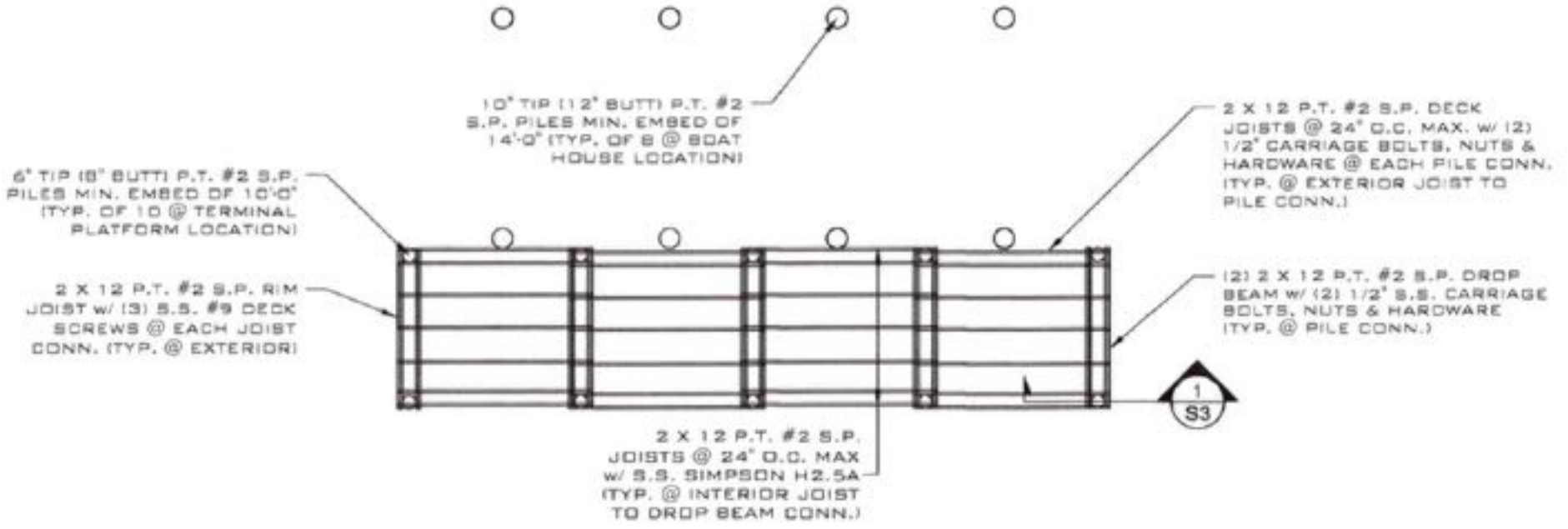
SCE
SOUTHEASTERN CONSULTING ENGINEERS, INC.
P.O. BOX 141
WOMELTONKA, FLORIDA 32465
850.639.3260

SHEET TITLE: TERMINAL PLATFORM PILE LAYOUT

JOB NO.: 19-717-01

CLIENT: DELARBER RESIDENCE DOCK DESIGN

SHEET NO.: S1



1/S2 DOCK FRAMING PLAN

SCALE: N.T.S.

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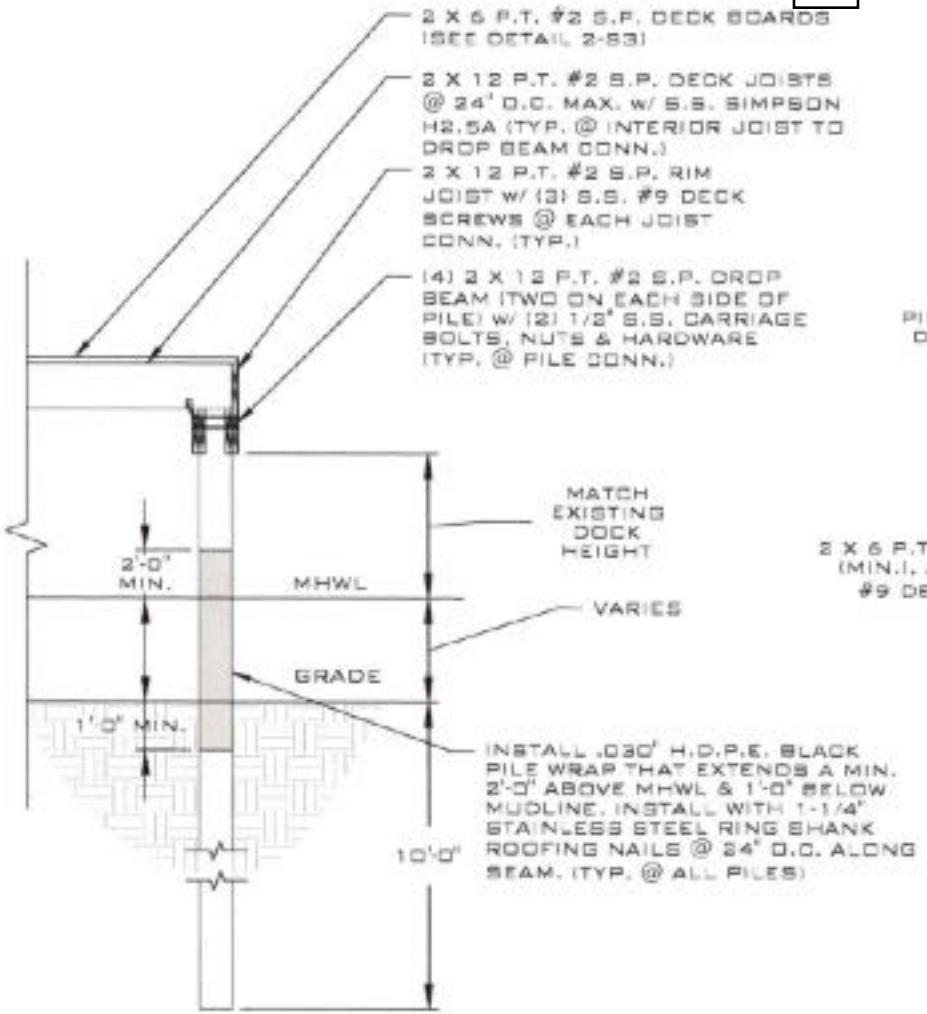
NOTES:
1. ALL TIMBER PILES SHALL BE 2.3 CCA TREATMENT OR BETTER.
2. ALL FRAMING MATERIALS SHALL BE CRITICAL STRUCTURE MCA TREATMENT OR BETTER.
3. ALL DECK BOARDS SHALL BE 0.15 MCA TREATMENT OR BETTER.
4. ALL HARDWARE SHALL BE STAINLESS STEEL OR HOT DIPPED GALVANIZE, STAINLESS STEEL IS RECOMMENDED.
5. ALL TIMBER SHALL BE #2 SOUTHERN PINE (MIN.)

SCE SOUTHEASTERN CONSULTING ENGINEERS, INC.
P.O. BOX 141
WEWAHITCHKA, FLORIDA 32465
850.639.2800

SHEET TITLE	JOB NO.
TERMINAL PLATFORM FRAMING PLAN	19-717-01
CLIENT	SHEET NO.
DELARBER RESIDENCE DOCK DESIGN	S2

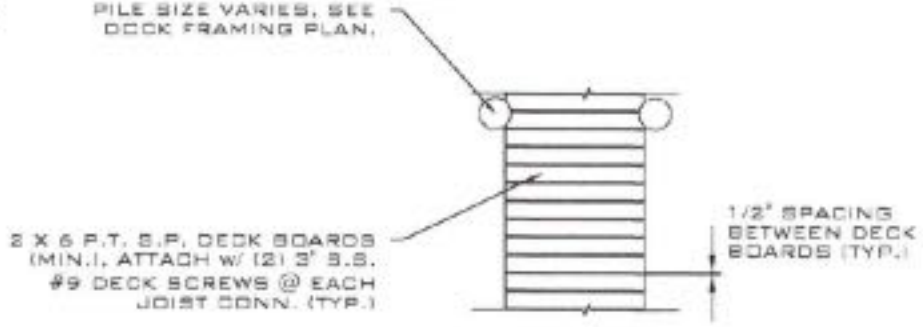


1 / S3 TYP. TERMINAL PLATFORM SECTION

SCALE: N.T.S.

L. JACK HUSBAND III LICENSE No 69169 STATE OF FLORIDA PROFESSIONAL ENGINEER

Reason: This item has been digitally signed and sealed by L. Jack Husband, III, P.E. on the date adjacent to the seal.Printed copies of this document are not considered signed and sealed and the signature must be verified.
Date: 2019.04.05 15:16:20 -05'00'



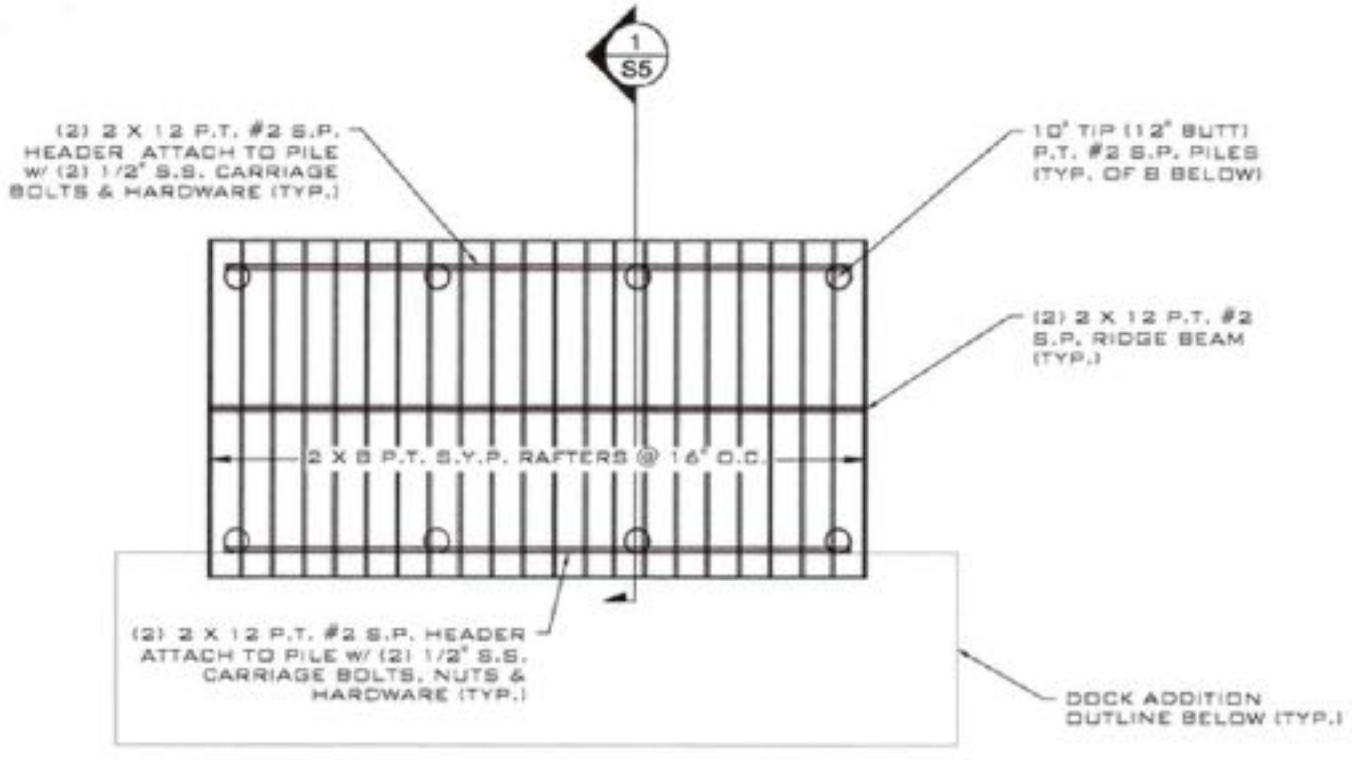
2 / S3 DECK BOARD DETAIL

SCALE: 1/4" = 1'

NOTE:
1. ALL TIMBER PILES SHALL BE 2.3 CCA TREATMENT OR BETTER.
2. ALL FRAMING MATERIALS SHALL BE CRITICAL STRUCTURE MCA TREATMENT OR BETTER.
3. ALL DECK BOARDS SHALL BE 0.15 MCA TREATMENT OR BETTER.
4. ALL HARDWARE SHALL BE STAINLESS STEEL OR HOT DIPPED GALVANIZE, STAINLESS STEEL IS RECOMMENDED.
5. ALL TIMBER SHALL BE #2 SOUTHERN PINE (MIN.)

SCE
SOUTHEASTERN CONSULTING ENGINEERS, INC.
P.O. BOX 141
WEWAHITCHKA, FLORIDA 32465
850.639.2850

SHEET TITLE: DOCK FRAMING DETAILS	JOB NO.: 19-717-01
CLIENT: DELARBER RESIDENCE DOCK DESIGN	SHEET NO.: S3



1/S4 DOCK ROOF FRAMING PLAN

SCALE: N.T.S.

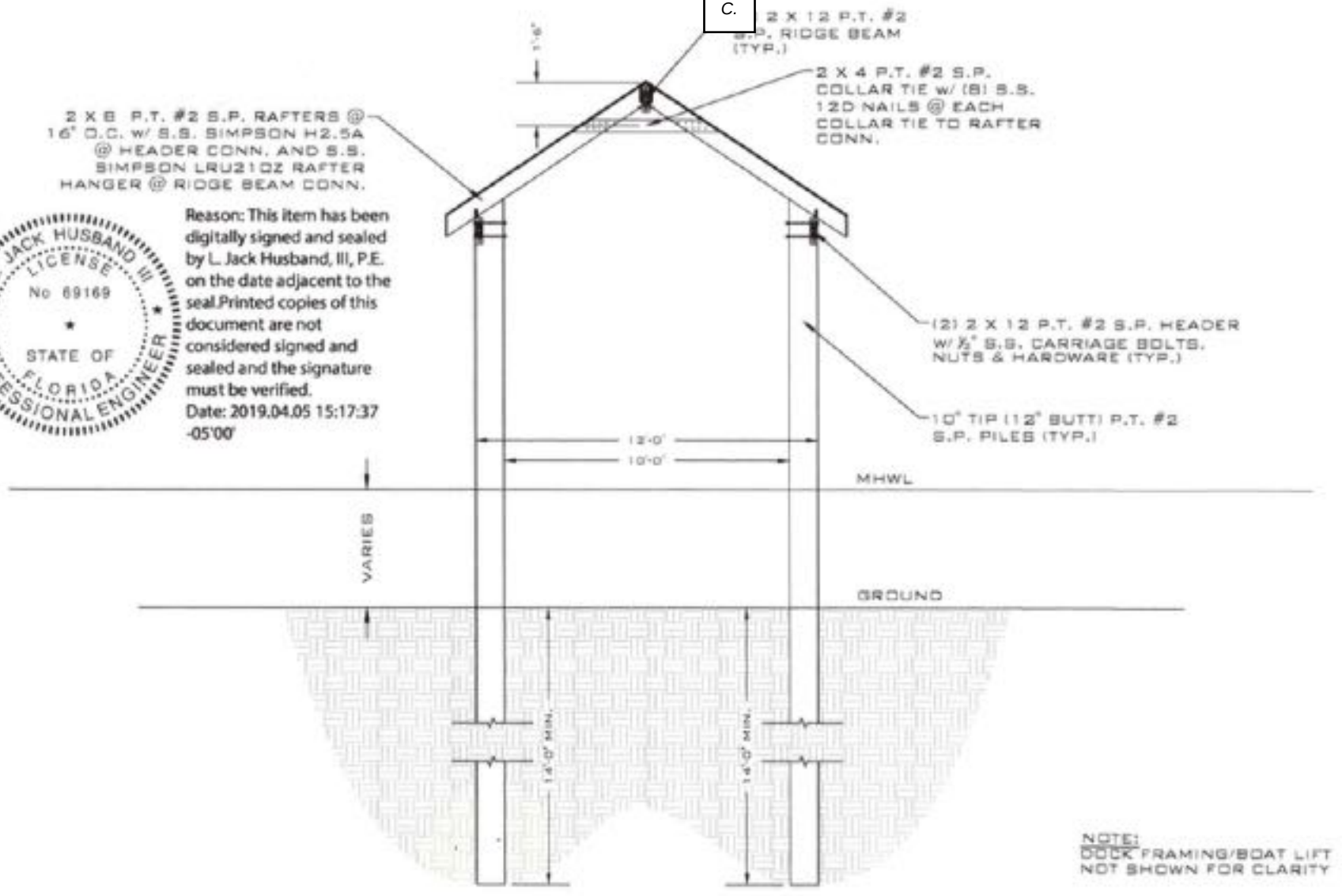
L. JACK HUSBAND III LICENSE No 69169 STATE OF FLORIDA PROFESSIONAL ENGINEER

Reason: This item has been digitally signed and sealed by L. Jack Husband, III, P.E. on the date adjacent to the seal.Printed copies of this document are not considered signed and sealed and the signature must be verified.
Date: 2019.04.05 15:16:51 -05'00'

NOTE:
1. ALL TIMBER PILES SHALL BE 2.3 CCA TREATMENT OR BETTER.
2. ALL FRAMING MATERIALS SHALL BE CRITICAL STRUCTURE MCA TREATMENT OR BETTER.
3. ALL DECK BOARDS SHALL BE 0.15 MCA TREATMENT OR BETTER.
4. ALL HARDWARE SHALL BE STAINLESS STEEL OR HOT DIPPED GALVANIZE, STAINLESS STEEL IS RECOMMENDED.
5. ALL TIMBER SHALL BE #2 SOUTHERN PINE (MIN.)

SCE SOUTHEASTERN CONSULTING ENGINEERS, INC.
P.O. BOX 141
WEWAHITCHKA, FLORIDA 32465
850.639.3860

SHEET TITLE	JOB NO.
DOCK ROOF FRAMING PLAN	19-717-01
CLIENT	SHEET NO.
DELARBER RESIDENCE DOCK DESIGN	S4



L. JACK HUSBAND III LICENSE No 69169 STATE OF FLORIDA PROFESSIONAL ENGINEER

Reason: This item has been digitally signed and sealed by L. Jack Husband, III, P.E. on the date adjacent to the seal.Printed copies of this document are not considered signed and sealed and the signature must be verified.
Date: 2019.04.05 15:17:37 -05'00'

NOTE:
DOCK FRAMING/BOAT LIFT NOT SHOWN FOR CLARITY

1/S5 DOCK ROOF FRAMING SECTION
SCALE: N.T.S.

SCE SOUTHEASTERN CONSULTING ENGINEERS, INC.
P.O. BOX 141
WEWAHITCHKA, FLORIDA 32465
850.639.3960

SHEET TITLE: DOCK ROOF FRAMING SECTION	JOB NO.: 19-717-01
CLIENT: DELARBER RESIDENCE DOCK DESIGN	SHEET NO.: S5

FLORIDA DEPARTMENT OF Environmental Protection

Northwest District
160 W. Government Street, Suite 308
Pensacola, FL 32502

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

April 9, 2019

Richard Delarber
323 E Sawyer St
Eastpoint, Florida 32328
richarddelarber@aol.com

File No.: 0175211-002-EE/19, Franklin County

Dear Mr. Delarber:

On March 29, 2019, we received your request for verification of exemption to perform the following activities:

To construct an additional 280 square foot dock and 312 square foot covered boat lift to an existing dock for a combined area of less than 1,000 square feet within a man-made canal adjacent and connected to the Apalachicola Bay Aquatic Preserve, Class II Outstanding Florida Waters, Approved Shellfish Harvesting Area June through August. The project is located at 323 East Sawyer Street, Eastpoint, Florida 32328, Parcel No. 29-09S-06W-7315-0081-0090, in Section 36, Township 9 South, Range 7 West in Franklin County; 29°39'17.91" North Latitude, 84°53'29.53" West Longitude.

Your request has been reviewed to determine whether it qualifies for (1) regulatory exemption, (2) proprietary authorization (related to state-owned submerged lands), and (3) federal approval that may be necessary for work in wetlands or waters of the United States.

Your project qualifies for all three. However, this letter does not relieve you from the responsibility of obtaining other federal, state, or local authorizations that may be required for the activity.

If you change the project from what you submitted, the authorization(s) granted may no longer be valid at the time of commencement of the project. Please contact us prior to beginning your project if you wish to make any changes.

1. Regulatory Review – Verified

Based on the information submitted, the Department has verified that the activity as proposed is exempt, under Rule 62-330.051(5)(c), Florida Administrative Code (F.A.C.) and under Section

403.813(1)(i), Florida Statutes (F.S.) from the need to obtain a regulatory permit under Part IV of Chapter 373 of the Florida Statutes.

This exemption verification is based on the information you provided the Department and the statutes and rules in effect when the information was submitted. This verification may not be valid if site conditions materially change, the project design is modified, or the statutes or rules governing the exempt activity are amended. In the event you need to re-verify the exempt status for the activity, a new request and verification fee will be required. Any substantial modifications to the project design should be submitted to the Department for review, as changes may result in a permit being required.

2. Proprietary Review –Not Required

The activity does not appear to be located on sovereign submerged lands, and does not require further authorization under Chapters 253 or 258, F.S. or Chapters 18-20 or 18-21, F.A.C.

3. Federal Review – SPGP Approved

Your proposed activity as outlined in your application and attached drawings qualifies for Federal authorization pursuant to the State Programmatic General Permit V-R1, and a **SEPARATE permit** or authorization **will not be required** from the Corps. Please note that the Federal authorization expires on July 26, 2021. However, your authorization may remain in effect for up to 1 additional year, if provisions of Special Condition 19 of the SPGP V-R1 permit instrument are met. You, as permittee, are required to adhere to all General Conditions and Special Conditions that may apply to your project. Special conditions required for your project are attached. A copy of the SPGP V-R1 with all terms and conditions and the General Conditions may be found at https://www.saj.usace.army.mil/Missions/Regulatory/Source-Book.

Authority for review - an agreement with the USACOE entitled "Coordination Agreement Between the U. S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection (or Duly Authorized Designee), State Programmatic General Permit", Section 10 of the Rivers and Harbor Act of 1899, and Section 404 of the Clean Water Act.

Additional Information

Please retain this letter. The activities may be inspected by authorized state personnel in the future to ensure compliance with appropriate statutes and administrative codes. If the activities are not in compliance, you may be subject to penalties under Chapter 373, F.S. and Chapter 18-14, F.A.C.

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S. before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the

administrative hearing process is designed to formulate final agency action, the hearing process may result in a modification of the agency action or even denial of the application.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28 106.201 and 28 106.301, F.A.C., a petition for an administrative hearing must contain the following information:

(a) The name and address of each agency affected and each agency's file or identification number, if known;
(b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination;
(c) A statement of when and how the petitioner received notice of the agency decision;
(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
(e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
(f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
(g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@FloridaDEP.gov. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S. or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28 106.205, F.A.C.

The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C. If you do not publish notice of this action, this waiver will not apply to persons who have not received written notice of this action.

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@FloridaDEP.gov, before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

FLAWAC Review

The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.

Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S. by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

If you have any questions regarding this matter, please contact Whitney Bretana at the letterhead address, at (850)595-0658, or at Whitney.Bretana@FloridaDEP.gov

EXECUTION AND CLERKING
Executed in Orlando, Florida.
STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Whitney Bretana

Whitney Bretana
Environmental Specialist
Submerged Lands and Environmental Resources Program

Attachments:
1. Rule 62-330.051(5)(c), F.A.C. and Section 403.813(1)(i), F.S., 1 page
2. Special Conditions for Federal Authorization for SPGP V-R1, 7 pages
3. General Conditions for Federal Authorization for SPGP V-R1, 2 pages
4. SPGP V: Other SPGP Attachments, 2 pages
5. Project Drawings, 16 pages

CERTIFICATE OF SERVICE
The undersigned duly designated deputy clerk hereby certifies that this document and all attachments were sent on the filing date below to the following listed persons:

Hunter Baumgardner, Southeastern Consulting Engineers,
hunter.baumgardner@southeasternce.com
Franklin County, amyh@fairpoint.net, michael@franklincountyflorida.com

FILING AND ACKNOWLEDGMENT
FILED, on this date, pursuant to Section 120.52, F.S., with the designated Department Clerk, receipt of which is hereby acknowledged.

R. Alla Blom

Clerk

April 9, 2019
Date

62-330.051 Exempt Activities.

The activities meeting the limitations and restrictions below are exempt from permitting. However, if located in, on, or over state-owned submerged lands, they are subject to a separate authorization under chapters 253 and 258, F.S., as applicable.

(5) Dock, Pier, Boat Ramp and Other Boating-related Work –

(c) Construction of private docks or piers of 1,000 square feet or less of over-water surface area in artificial waters in accordance with section 403.813(1)(i), F.S., and within residential canal systems legally in existence under chapter 403 or part IV of chapter 373, F.S. This includes associated structures such as roofs and boat lifts, provided the cumulative square footage of the dock or pier and all associated structures located over wetlands and other surface waters does not exceed 1,000 square feet.

403.813 Permits issued at district centers; exceptions.—

(1) A permit is not required under this chapter, chapter 373, chapter 61-691, Laws of Florida, or chapter 25214 or chapter 25270, 1949, Laws of Florida, for activities associated with the following types of projects; however, except as otherwise provided in this subsection, this subsection does not relieve an applicant from any requirement to obtain permission to use or occupy lands owned by the Board of Trustees of the Internal Improvement Trust Fund or a water management district in its governmental or proprietary capacity or from complying with applicable local pollution control programs authorized under this chapter or other requirements of county and municipal governments:

(i) The construction of private docks of 1,000 square feet or less of over-water surface area and seawalls in artificially created waterways where such construction will not violate existing water quality standards, impede navigation, or affect flood control. This exemption does not apply to the construction of vertical seawalls in estuaries or lagoons unless the proposed construction is within an existing manmade canal where the shoreline is currently occupied in whole or part by vertical seawalls.

Special Conditions for Federal Authorization for SPGP V-R1

Note: JAXBO (Jacksonville District's Programmatic Biological Opinion), referenced throughout, may be found online in the Jacksonville District Regulatory Division Sourcebook, or at http://cdm16021.contentdm.oclc.org/utils/getfile/collection/p16021coll3/id/577.
The SPGP V-R1 instrument and all attachments may be found online through the Sourcebook, or at https://www.saj.usace.army.mil/SPGP/

In addition to the conditions specified above, the following Special Conditions apply to all projects reviewed and/or authorized under the SPGP V-R1.

Special Conditions for All Projects

1. Authorization, design and construction must adhere to the terms of the SPGP V-R1 instrument including the Procedure and Work Authorized sections.

2. Design and construction must adhere to the PDCs for In-Water Activities (Attachment 6, from PDCs AP.7 through AP11, inclusive, of JAXBO) (Reference: JAXBO PDC AP.1.).

3. All activities performed during daylight hours (Reference: JAXBO PDC AP.6.).

4. For all projects involving the installation of piles or sheet piles, the maximum number of piles, sheet piles or concrete slab walls or boatlift I-beams installed by impact hammer per day is limited to no more than 5 per day. Any installation of metal pipe or metal sheet pile by impact hammer is not authorized (Reference: Categories D and E of JAXBO PDCs for In-Water Noise from Pile and Sheet Pile Installation, page 86.).

5. Projects within the boundary of the NOAA Florida Keys National Marine Sanctuary require prior approval from the Sanctuary (Reference: JAXBO PDCs AP.14 and A1.6).

6. Notifications to the Corps. For all authorizations under this SPGP V-R1, including Self-Certifications, the Permittee shall provide the following notifications to the Corps:
   a. Commencement Notification. Within 10 days before the date of initiating the work authorized by this permit or for each phase of the authorized project, the Permittee shall provide a written notification of the date of commencement of authorized work to the Corps.
   b. Corps Self-Certification Statement of Compliance form. Within 60 days of completion of the work authorized by this permit, the Permittee shall complete the "Self-Certification Statement of Compliance" form (Attachment 32) and submit it to the Corps. In the event that the completed work deviates in any manner from the authorized work, the Permittee shall describe the deviations between the work authorized by this permit and the work as constructed on the "Self-Certification Statement of Compliance" form. The description of any deviations on the "Self-Certification Statement of Compliance" form does not constitute approval of any deviations by the Corps.
   c. Permit Transfer. When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of

this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date the enclosed form (Attachment 2).

d. Reporting Address. The Permittee shall submit all reports, notifications, documentation, and correspondence required by the general and special conditions of this permit to the following address.
   (1) For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, P.O. Box 4970, Jacksonville, FL, 32232-0019.
   (2) For electronic mail: SAJ-RD-Enforcement@usace.army.mil (not to exceed 10 MB). The Permittee shall reference this permit number, SAJ- 2015-02575 on all submittals.

7. The District Engineer reserves the right to require that any request for authorization under this SPGP V-R1 be evaluated as an Individual Permit. Conformance with the terms and conditions of the SPGP V-R1 does not automatically guarantee Federal authorization.

8. On a case-by-case basis, the Corps may impose additional Special Conditions which are deemed necessary to minimize adverse environmental impacts.

9. Failure to comply with all conditions of the SPGP V-R1 constitutes a violation of the Federal authorization.

10. No structure or work shall adversely affect or disturb properties listed in the National Register of Historic Places or those eligible for inclusion in the National Register. Prior to the start of work, the Applicant/Permittee or other party on the Applicant's/Permittee's behalf, shall conduct a search of known historical properties by contracting a professional archaeologist, and contacting the Florida Master Site File at 850-245-6440 or SiteFile@dos.state.fl.us. The Applicant/Permittee can also research sites in the National Register Information System (NRIS). Information can be found at http://www.cr.nps.gov/nr/research.

    a. If, during the initial ground disturbing activities and construction work, there are archaeological/cultural materials unearthed (which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work in the vicinity and notify the Compliance and Review staff of the State Historic Preservation Office at 850-245-6333 and the Corps Regulatory Project Manager to assess the significance of the discovery and devise appropriate actions, including salvage operations. Based on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend, or revoke the permit in accordance with 33 C.F.R. § 325.7.

    b. In the unlikely event that human remains are identified, the remains will be treated in accordance with Section 872.05, Florida Statutes; all work in the vicinity shall immediately cease and the local law authority, and the State Archaeologist (850-245-6444) and the Corps Regulatory Project Manager shall immediately be notified. Such

activity shall not resume unless specifically authorized by the State Archaeologist and the Corps.

11. The Permittee is responsible for obtaining any "take" permits required under the U.S. Fish and Wildlife Service's regulations governing compliance with these laws. The Permittee should contact the appropriate local office of the U.S. Fish and Wildlife Service to determine if such "take" permits are required for a particular activity.

12. For Projects authorized under this SPGP V-R1 in navigable waters of the U.S., the Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

13. The SPGP V-R1 will be valid through July 26, 2021 unless suspended or revoked by issuance of a public notice by the District Engineer. The Corps, in conjunction with the Federal resource agencies, will conduct periodic reviews to ensure that continuation of the permit during the period ending July 26, 2021, is not contrary to the public interest. The SPGP V-R1 will not be extended beyond July 26, 2021, but may be replaced by a new SPGP. If revocation occurs, all future applications for activities covered by the SPGP V-R1 will be evaluated by the Corps.

14. If the SPGP V-R1 expires, is revoked, or is terminated prior to completion of the authorized work, authorization of activities which have commenced or are under contract to commence in reliance upon the SPGP V-R1 will remain in effect provided the activity is completed within 12 months of the date the SPGP V-R1 expired or was revoked.

Special Conditions for Docks, Piers, Associated Facilities, and other Minor Piling-Supported Structures

1. For temporary structures associated with marine events. Upon completion of the event, these structures must be removed and, to the maximum extent practical, the site must be restored to pre-construction elevations. Water depths in the area of marine events must be deep enough to support at least 5 ft of water depth under the keel of a vessel and between the keel of a vessel and Endangered Species Act listed coral colonies, if present, when transiting to the mooring areas (Reference: JAXBO PDC A2.1.4.).

2. Educational Signs. For commercial, multi-family, or public facilities, and marine events, signs must be posted as described below (Reference: These replicate JAXBO PDCs A.2.2 and A.2.2.1 to A.2.2.3., inclusive, within the table PDCs Specific to Activity 2 - Pile Supported Structures and Anchored Buoys, starting on page 112.):
   a. (A2.2.) For commercial, multi-family, or public facilities, and marine events, signs must be posted in a visible location(s), alerting users of listed species in the area susceptible to vessel strikes and hook-and-line captures. The most current version of the signs that must

be downloaded and sign installation guidance are available at: (http://sero.nmfs.noaa.gov/protected_resources/section_7/protected_species_educational_signs/index.html). The signs required to be posted by area are stated below:

(1) (A2.2.1.) All projects in Florida shall use the Save Sea Turtle, Sawfish, and Dolphin sign. These signs shall include contact information to the sea turtle and marine mammal stranding networks and smalltooth sawfish encounter database.

(2) (A2.2.2.) Projects within the North Atlantic right whale educational sign zone shall post the Help Protect North Atlantic Right Whales sign.

(3) (A2.2.3.) On the east coast of Florida, projects located within the St. Johns River and those occurring north of the St. Johns River to the Florida-Georgia line shall post the Report Sturgeon sign. On the west coast of Florida, projects occurring from the Cedar Key, Florida north to the Florida-Alabama line.

3. Monofilament Recycling Bins. For commercial, multi-family, or public facilities, monofilament recycling bins must be provided as described below (Reference: The below replicates PDC A.2.3 within the table PDCs Specific to Activity 2 - Pile Supported Structures and Anchored Buoys, the PDC itself on page 113 of the JAXBO.):
   a. (A2.3.) For commercial, multi-family, or public facilities, monofilament recycling bins must be provided at the docking facility to reduce the risk of turtle or sawfish entanglement in, or ingestion of, marine debris. Monofilament recycling bins must:
      (1) (A2.3.1.) Be constructed and labeled according to the instructions provided at http://mrrp.myfwc.com.
      (2) (A2.3.2.) Be maintained in working order and emptied frequently (according to http://mrrp.myfwc.com standards) so that they do not overflow.

4. North Atlantic Right Whale. The attached North Atlantic Right Whale Information Form (Attachment 27) describes the presence of North Atlantic right whales in the area and the Federal regulations governing the approach to North Atlantic right whales. (The FDEP or Designee will attach this document to their authorizations for a dock project (new construction, repair, or replacement) at a private residence located within 11 nautical miles of North Atlantic right whale critical habitat as measured in a radius from the center of the nearest inlet to open ocean described by Attachment 29, the North Atlantic Right Whale Educational Sign Zones (from Section 2.1.1.4 of JAXBO, pages 31 and 32, inclusive) (Reference: JAXBO PDC A2.4.).

5. Aids to Navigation. Aids to navigation must be approved by and installed in accordance with the requirements of the U.S. Coast Guard (i.e., 33 C.F.R., chapter I, subchapter C, part 66, Section 10 of the Rivers and Harbors Act, and any other pertinent requirements) (Reference: JAXBO PDC A2.5.).

6. Lighting for docks installed within visible distance of ocean beaches. If lighting is necessary, then turtle-friendly lighting shall be installed. Turtle-friendly lighting is explained and examples are provided on the Florida Fish and Wildlife Conservation Commission website: http://myfwc.com/wildlifehabitats/managed/sea-turtles/lighting/ (Reference: JAXBO PDC A2.8.).

7. Construction Location. Project construction shall take place from uplands or from floating equipment (e.g., barge); prop or wheel-washing is prohibited (Reference: JAXBO PDC A2.9.).

8. Regarding submerged and emergent aquatic vegetation, the design and construction of a Project must comply with the following:
   a. A pile supported structure (i) that is located on a natural waterbody (i.e., outside an artificial waterway that was excavated for boating access and is bordered by residential properties) and (ii) that is within the range of seagrass (estuarine waters within all coastal counties except for Nassau, Duval, St Johns, Flagler and Volusia north of Ponce Inlet), will be constructed to the following standards:
      (1) Must comply with or provide a higher level of protection than, the protective criteria in the joint U.S. Army Corps of Engineers'/National Marine Fisheries Service's "Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat" updated November 2017 (Attachment 5).
      (2) In addition to (1), above, IF the project is within range of Johnson's seagrass (the range of Johnson's seagrass is defined as Turkey Creek/Palm Bay south to central Biscayne Bay in the lagoon systems on the east coast of Florida), THEN the design and construction shall comply with, in some cases, the more restrictive requirements within paragraph 8.c., below (Reference: JAXBO PDC A2.17).
   b. For all other Projects,
      (1) Within the range of Johnson's seagrass (the range of Johnson's seagrass is defined as Turkey Creek/Palm Bay south to central Biscayne Bay in the lagoon systems on the east coast of Florida), the presence of submerged aquatic vegetation will be determined utilizing the "Submerged Aquatic Vegetation Survey Guidelines" (Attachment 7). If no survey performed, aquatic vegetation, including Johnson's seagrass, will be presumed to be present for purposes of this Special Condition.
      (2) Outside the range of Johnson's seagrass but within the range of seagrass (estuarine waters within all coastal counties except for Nassau, Duval, St Johns, Flagler and Volusia County north of Ponce Inlet) and within tidal waters, the presence of seagrass and tidal freshwater submerged aquatic vegetation will be determined using the "Submerged Aquatic Vegetation Survey Guidelines" (Attachment 7) unless a site visit or aerial photography observes absence during the growing season (if water depth and clarity allows) or aquatic vegetation has not been found in the vicinity in the past.
      (3) Pile-supported structures, IF aquatic vegetation is present (including seagrass, tidal freshwater submerged aquatic vegetation and emergent vegetation), THEN must comply with or provide a higher level of protection than, the protective criteria in the joint U.S. Army Corps of Engineers'/National Marine Fisheries Service's "Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat" updated November 2017 (Attachment 5).
      (4) In addition to (1) to (3) above, IF the proposed dock or proposed structure is within range of Johnson's seagrass (the range of Johnson's seagrass is defined as Turkey Creek/Palm Bay south to central Biscayne Bay in the lagoon systems on the east coast of Florida), and IF the proposed dock or proposed structure falls within the following

scenarios, THEN the design and construction shall comply with, in some cases, the more restrictive requirements within paragraph 8.c.,below. (Reference: The following replicates "Scenario B" as defined within A2.17., PDCs for Docks or Other Minor Structures of JAXBO.):

(i) Dock replacement in the exact footprint (i.e., same location/configuration/size) as the previous dock and:
  (a) within Johnson's seagrass critical habitat with No current seagrass survey (completed no earlier than 1 year before submitting the application); or, Johnson's seagrass under the dock; or, Native seagrass, other than Johnson's seagrass, under the dock; or,
  (b) within the Range of Johnson's seagrass (outside of critical habitat) with No current seagrass survey or, Johnson's seagrass under the dock,

(ii) New docks or dock expansions and:
  (a) within Johnson's seagrass critical habitat; or,
  (b) within the Range of Johnson's seagrass (outside of critical habitat) with: No current seagrass survey (completed no earlier than 1 year before submitting the application) or, Johnson's seagrass within property limit.

c. The following additional restrictions apply when required by paragraphs 8.a.(2) or 8.b.(4), above (Reference: The following replicates the "Dock PDCs for Scenario B" within A2.17. PDCs for Docks or Other Minor Structures of JAXBO.):

(1) To avoid and minimize impacts to Johnson's seagrass and native, non-listed seagrasses to the maximum extent practicable:
  (i) The dock must be positioned to avoid and minimize effects to Johnson's seagrass.
  (ii) Over any area that contains Johnson's seagrass or native, non- listed seagrasses, the dock shall be oriented in a north-south orientation to the maximum extent that is practicable to allow maximum sunlight under the structure.
  (iii)If practicable, terminal platforms shall be placed in deep water, waterward of Johnson's seagrass beds or native, non-listed seagrasses beds or in an area devoid of Johnson's seagrass or native, non-listed seagrasses.
  (iv)Piles must be spaced a minimum of 10 ft apart in any area that contains Johnson's seagrass to minimize direct impacts.
  (v) Piles shall be installed in a manner that will not result in the formation of sedimentary deposits (e.g., donuts or halos) around the newly installed pilings.
  (vi)No covered boat lifts are allowed over any Johnson's seagrass.

(2) Decking options: Deck surfaces (parallel with the water) that are located waterward of the MHWL must be constructed of grated materials or plank construction or a combination of the both methods (e.g. plank decking on the walkway and grated decking on the terminal platform). These decking options are described below:
  (i) For grated decking:
    (a) Height requirement: The surface of the structure, including the dock walkway (the over- water narrow portion connecting the terminal platform to the shore and any over-water ramp required for access) and the dock, must be a minimum of 3 ft above MHW when constructed with grated decking.
    (b) Size limitations: The dock walkway is limited to a width of 4 ft. The terminal platform is limited to a total area of 160 ft². Marginal docks are limited to a width of 5 ft. The 5 ft width restriction is measured from wet side of the

seawall. For example, if a seawall cap is 3 feet overwater then the dock would be limited to 2 feet.

(c) Material description: Decking materials shaped in the form of grids, grates, lattices, etc., to allow the passage of light through the open spaces. These materials must provide a minimum of 43% open space.

(ii) For plank decking:

(a) Height requirement: The surface of the structure, including the dock walkway (the over- water narrow portion connecting the terminal platform to the shore and any over-water ramp required for access) and the dock, must be a minimum of 5 ft above MHW when constructed of plank decking.

(b) Size limitations: The dock walkway is limited to a width of 4 ft. The terminal platform is limited to a total area of 120 ft². Marginal docks are limited to a width of 5 ft.

(c) Material description: Deck boards may be constructed of any material. Deck Boards must be installed to provide a minimum of a 0.5-in gap between individual deck boards.

d. Aids to Navigation in Acropora critical habitat. The distance from Aids to Navigation (ATONs) to ESA-listed corals and Acropora critical habitat shall ensure there are no impacts to the corals or the essential feature of Acropora critical habitat from the movement of buoys and tackle. The appropriate distance shall be based on the size of the anchor chain or other tackle to be installed to secure the buoy to its anchor, particularly when the design of the ATON does not prohibit the contact of tackle with the marine bottom. In all cases, buoy tackle will include flotation to ensure there is no contact between the anchor chain or line and the marine bottom (Reference: JAXBO PDC A2.10.).

General Conditions for Federal Authorization for SPGP V-R1

1. The time limit for completing the work authorized ends on July 26, 2021.

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit, you must obtain the signature of the new owner on the enclosed form and forward a copy of the permit to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit.

6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Further Information:

1. Limits of this authorization.
   a. This permit does not obviate the need to obtain other Federal, State, orlocal authorizations required by law.
   b. This permit does not grant any property rights or exclusive privileges.
   c. This permit does not authorize any injury to the property or rights of others.
   d. This permit does not authorize interference with any existing orproposed Federal projects.

2. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:
   a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
   b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
   c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
   d. Design or Construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

3. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

4. Reevaluation of Permit Decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:
   a. You fail to comply with the terms and conditions of this permit.
   b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 3 above).
   c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

5. Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CER 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date the enclosed form.

7. The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the U.S. Army Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal, relocation or alteration.

STANDARD MANATEE CONDITIONS FOR IN-WATER WORK
2011

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.

b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.

c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.

d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.

e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at ImperiledSpecies@myFWC.com

f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8 ½" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at MyFWC.com/manatee. Questions concerning these signs can be sent to the email address listed above.

C.

CAUTION: MANATEE HABITAT

All project vessels

IDLE SPEED / NO WAKE

When a manatee is within 50 feet of work
all in-water activities must

SHUT DOWN

Report any collision with or injury to a manatee:



Wildlife Alert:

1-888-404-FWCC(3922)

cell *FWC or #FWC

File Attachments for Item:

A. Consideration of a request for Final Plat Approval of a 21 acres of land lying in Sections 25 and 35, Township 7 South, Range 5 West, Carrabelle, Franklin County, Florida. The subdivision will be named "St George Bay" and will consist of 16 Lots over 1 acre each. Request submitted by Elaine Boone, agent for Ed Simmons, applicant. **P&Z Board Recommended Approval Contingent Upon required permits for Final Plat.**

BOARD ACTION: Approve, Table, or Deny

120 N. Hwy 71
P.O. Box 141
Wewahitchka, Florida 32465

www.SoutheasternCE.com
850.639.3860

March 25, 2021

Client: Elaine Boone

Project: Shell Bay Development Design & Permitting

Location: U.S. Highway 98
Franklin County, FL

Scope of Services:

- Conduct Pre-Application Meetings with Franklin County, Northwest Florida Water Management District, FDEP, and Additional Jurisdictional Agencies to Discuss the Proposed Development
- Develop Working Site Plan and Roadway Geometry based on conversations with the Client.
- Provide Grading and Drainage Plan as required to obtain ERP Stormwater Permit.
- Provide Drainage Calculations.
- Conduct Pre-Application Meeting with FDOT regarding the existing driveway connection to U.S. Highway 98.
- Obtain FDOT Driveway Connection Safety Upgrade Permit (Includes Trip Generation Report)
- Obtain FDOT Drainage Connection Permit
- Provide Geotechnical Report for pavement recommendations and required SWMF information.
- Provide Stormwater Pollution Prevention Plan (SWPPP)
- Prepare application and supporting documents as required to obtain Franklin County Development Order
- Provide Final Construction Drawings.
- Provide As-Built inspection services and final certification (As-Built Survey by Others)

Assumptions:

- It is the sole responsibility of the Owner to retain legal counsel (if required) for the preparation of subdivision documentation that may be required (or altered) in order to construct the proposed development.
- No sub-consultant survey services are included in this Agreement and shall be the responsibility of the Owner.
- No electrical or site lighting plan included in this Agreement.
- No traffic study or turn lane analysis included in this Agreement.
- No City Water or Sewer is available at the site. Each proposed lot will include a potable water well and on-site domestic wastewater system. The design and permitting (if applicable) for these services are outside the scope of this design.
- Boundary & Topographic Survey to be provided by others. (Including As-Built Survey)
- No irrigation plan provided in this agreement.
- This agreement does not include any wetlands delineation or wetlands related permitting.
- No permit submittal fees are included in this Agreement and shall be the responsibility of the Client.
- No NPDES permitting or NPDES related site inspections included in this Agreement.
- A separate Agreement will be provided for additional permit requirements/services not mentioned above prior to further work.

Method of Contract: Lump Sum – Please See Attached Authorization Form

Please sign the attached authorization form where indicated, and return a copy of the signed Agreement back to SCE at your earliest convenience. We appreciate the opportunity to provide our engineering services for this project. Should you have any questions, please feel free to give us a call for any further assistance.

Sincerely,
Southeastern Consulting Engineers, Inc.



Tyler Marsh, P.E., Vice President

GENERAL TERMS AND CONDITIONS

1. **GENERAL INFORMATION:** Our understanding of all aspects of design pertaining to this particular project and the scope of work and prior assumptions are based on:
   a. Recent conversations and/or emails with the Client
   b. Review of the property specific information (Franklin County Property Appraiser and GIS)

2. **SCOPE OF WORK:** Southeastern Consulting Engineers, Inc. (SCE) shall perform the services outlined in this Agreement and shall invoice the Client in accordance with the compensation section of the Agreement (authorization form). Any estimated cost to the Client shall not be considered a fixed price, but only as an estimate (unless otherwise noted). SCE will provide additional services under this Agreement as requested by the Client in writing subject to acceptance by SCE. Client will be invoiced for additional services at SCE's standard rates listed below or as mutually agreed upon, including but not limited to re-reviews, unforeseen inspections and/or additional site visits, changes by Client to a site plan, architectural plans, structural components, etc.
   - SCE STANDARD RATES:
     - CAD Technician/Inspector: $75.00/hr
     - Project Engineer: $115.00/hr
     - Professional Engineer: $175.00/hr
     - Additional Site Visits: $550.00 per visit
     - Printing Services (Additional Prints):

8.5x11 Color:	$0.10/Sheet
8.5x11 B&W:	No Charge
11x17 Color:	$0.15/Sheet
11x17 B&W:	No Charge
24x36 Color:	$1.50/Sheet
24x36 B&W:	$1.15/Sheet

   To the extent these general terms and conditions are part of a proposal for services, the proposal shall be valid for a period of ninety (90) days unless otherwise stated within this Agreement. Once the proposal is accepted, via signature and date on the attached Authorization Form, these general terms and conditions shall apply to all services performed and shall survive any termination of the Agreement or completion of services.

3. **RIGHT OF ENTRY:** The Client will provide right-of-way entry for SCE personnel and all necessary equipment to the project site(s) in order to complete any required site visit work.

4. **INVOICES:** SCE will submit invoices to the Client as individual portions of the services are completed and a final bill upon completion of services. There shall be no retainage, unless otherwise agreed upon in the Agreement. SCE shall release all applicable plans, certificates, or other available documents as and when requested by Client provided all outstanding invoices pertaining to that particular project is paid in full. Payment is due within thirty (30) days of the receipt of the invoice. A finance charge will begin to accrue if payment is not received within thirty (30) days of the receipt of the invoice. Client agrees to pay an interest charge equal to the lesser of one and one-half percent (1½%) per month,

or the maximum amount allowed by law on past due accounts. Any attorney's fees, collection fees or other costs associated with collecting any delinquent amount shall be paid by the Client. The Client agrees to pay SCE for its services in accordance with the agreement herein, regardless of whether or not he/she has been paid by his/her client.

5. **SUSPENSION, TERMINATION, CANCELLATION OR ABANDONMENT** This Agreement may be suspended, terminated, cancelled, or abandoned by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In all events of suspension, termination, cancellation or abandonment, SCE shall be paid for all services performed up to and through the date of suspension, termination, cancellation or abandonment.

6. **OWNERSHIP OF DOCUMENTS:** All reports, plans, calculations, supporting documents, etc. and other documents prepared by SCE, as instruments of services, shall remain the property of SCE. Client agrees that all work furnished to the Client, including but not limited to the items listed above, which are not paid for in full, will be returned to SCE upon demand and will not be used by the Client for any purpose whatsoever. SCE will retain all pertinent records related to the services performed for a period of three (3) years following the submission of the plans, specifications, etc. During this period, the records will be made available to the Client at all reasonable times and an administrative fee may be charged to the Client for retrieval and reproduction of such records.

7. **FAILURE TO FOLLOW RECOMMENDATIONS:** SCE will not be held responsible for any problems that may occur as a result of any variation from the provided plan set, recommendations, etc.

8. **COST ESTIMATES:** Client hereby acknowledges that SCE cannot warrant that any cost estimates provided by SCE will not vary from actual costs incurred by the Client.

9. **CONSTRUCTION SERVICES:** If, under this Agreement, professional services are required and/or provided during the construction phase of the project, SCE shall not be held responsible for or have any control over means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work; nor shall SCE be responsible for the Contractor's failure to carry out any of the work in accordance with the contract documents or for the Contractor's failure to comply with applicable laws, ordinances, rules or regulations.

10. **INSURANCE:** SCE shall at all times carry professional liability coverage. Insurance certificates shall be provided to the Client upon request.

11. **ENTIRETY OF AGREEMENT**: This writing embodies the entire Agreement and understanding between the parties hereto, and there are no other Agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of this agreement shall be valid unless made in writing and signed by both parties hereto. SCE

shall perform the work as specified in this Agreement and complete the Client's project in a timely manner, however no time of completion can be guaranteed.

12. **PERMITTING:** In cases where the scope of services requires SCE to submit, on behalf of the Client, a permit application and/or approval by a third party to this contract, SCE does not make any warranties, guarantees or representations as to the success of our effort on behalf of the Client. Payment for services rendered by SCE is not contingent upon the successful acquisition of these permits. Permit applications will not be submitted until payment has been received in full. All permit fees are the sole responsibility of the Client.

13. **DISPUTE RESOLUTION:** If a dispute arises out of or related to this Agreement or the breach thereof, the parties will attempt to settle the matter between themselves. If no agreement can be reached, the parties agree to use mediation with a mutually agreed upon mediator before resorting to a judicial form. The parties will share the cost of a third party mediator equally. In the event of litigation, the prevailing party will be entitled to reimbursement of all reasonable costs and attorney's fees.

14. **INTELLECTUAL PROPERTY:** With the sole exception of specifically marked reproducible materials subject to the Limited Copyright License herein, all worldwide right, title and interest in and to any and all Intellectual Property conceived, invented, authored or otherwise made by or on this Agreement shall remain the sole and exclusive property of SCE, and its successors and assigns unless licensed or assigned by SCE pursuant to a separate written instrument. The term "Intellectual Property" shall be construed broadly to include all forms of intellectual properties including but not limited to inventions, discoveries, designs, plans, improvements, trademarks, service marks and copyright in drawings, computer programs, and all other original works of authorship.

120 N. Hwy 71
P.O. Box 141
Wewahitchka, Florida 32465

www.SoutheasternCE.com
850.639.3860

AUTHORIZATION FORM

March 25, 2021

Client: Elaine Boone

Project: Shell Bay Development Design & Permitting

Location: U.S. Highway 98
Franklin County, FL

PROFESSIONAL SERVICES:

SCE Service Fees

Topographic Survey (By Owner)	N/A
Pre-Application Consultation Meetings as Described Above	$5,000.00
Preliminary Plat Approval	$1,500.00
Site Planning & Roadway Geometry/Cross Sections	$7,500.00
Grading / Drainage Plan (Includes SWMF Design & Permitting)	$13,750.00
FDOT Driveway Connection (Safety Upgrade, Includes Pre-Application Meeting)	$4,975.00
FDOT Drainage Connection Permit	$3,250.00
Geotechnical Investigation & Report	$6,750.00
Franklin County Development Order Application Submittal	$3,750.00
Final Plans (Construction Drawings)	$4,250.00
As-Built Certification (Survey By Others)	$2,500.00
SWPPP Design	$1,750.00
TOTAL SERVICES FEE(S)	**$54,975.00**

Note: Credit card payments are accepted for an additional 3.5% convenience fee.

The undersigned agrees to the scope of work and assumptions outlined in the cover sheet and general terms and conditions above and herby authorizes the performance of work in the amount listed above as described herein and does so on behalf of the parcel owner and warrants that he/she has the authority to sign on behalf of the owner. Please note that any variation from the intended scope of work and/or assumptions will result in additional fees.

Signed:_____ Date:_____

APPLICATION FOR SUBDIVISION FINAL PLAT APPROVAL

DATE: 3-31-21

PROPOSED SUBDIVISION NAME: St George Bay
AGENT'S NAME:
ADDRESS: 2163 Hwy 98 West
Carrabelle FL 32322
TELEPHONE NUMBER: 404 964 1581

OWNER'S NAME: Ed Simmons et all
ADDRESS: 1105 GRAY Ave
Carrabelle FL 32322
TELEPHONE NUMBER: 850-323-2328

SKETCH PLAT WAS APPROVED: March 2021

PRELIMINARY PLAT WAS APPROVED: March 2021

NUMBER OF LOTS IN SUBDIVISION: 16

FEE: $_____

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

I hereby certify, as a representative for _____,
that the information given is true and accurate to the best of our knowledge.

_____ William E. Simmons
Agent's Signature Owner's Signature

TO BE FILLED IN BY PLANNING OFFICIAL

Planning & Zoning Commission Recommendation:_____ Date:_____
Board of County Commissioners Action:_____ Date:_____

Comments:_____

qPublic.net™ Franklin County, FL



Overview



Legend

- Parcels
- Roads
- City Labels

Date created: 2/1/2021
Last Data Uploaded: 2/1/2021 7:54:41 AM

Developed by Schneider GEOSPATIAL

ST. GEORGE BAY SUBDIVISION

A RE-PLAT OF LOTS 1 THRU 4 AND 6 THRU 10 OF SHELL BAY, A SUBDIVISION RECORDED IN PLAT BOOK 8, PAGE 38 AND ADJOINING LAND LYING IN SECTION 35, TOWNSHIP 7 SOUTH, RANGE 5 WEST FRANKLIN COUNTY, FLORIDA

PLAT BOOK_____ PAGE NUMBER_____

SCALE: 1"=60'
(ASSUMED)

ACCESS NOTE:
LOTS 1 THRU 10 WILL HAVE DRIVEWAY ACCESS VIA THE 40' WIDE INGRESS, EGRESS & UTILITY EASEMENT
LOTS 11 THRU 18 WILL HAVE DRIVEWAY ACCESS VIA THE 80' WIDE RIGHT OF WAY



LEGEND

FND - FOUND
FNC - FOUND NAIL AND CAP
R/B - RE-BAR
CM - CONCRETE MONUMENT
POB - POINT OF BEGINNING
POC - POINT OF COMMENCEMENT
SRB - SET 5/8" RE-BAR #6475
SNC - SET NAIL & CAP #6475
M - MEASURED
P - RECORDED PLAT
R/W - RIGHT OF WAY
RAD - RADIUS
DEL - DELTA OR INCLUDED ANGLE
L - ARC LENGTH
CB - CHORD BEARING
CH - CHORD LENGTH
C - CALCULATED
R/C - ROD AND CAP
IP - IRON PIPE
PC - POINT OF CURVE
CL - CENTER LINE
SCM - SET 4X4 CONCRETE MONUMENT (#6475)
T - TOWNSHIP
R - RANGE
N - NORTH
S - SOUTH
E - EAST
W - WEST
● - CALCULATED POINT
PRM - PERMANENT REFERENCE MONUMENT
RND - ROUND
◉ - SRB 5/8" #6475
LINE NOT TO SCALE
■ - PRM 5/8" ROD AND CAP #6475 (UNLESS NOTED OTHERWISE)
○ - PROPERTY CORNER(SEE DESCRIPTION)
L1 - LINE NUMBER(SEE LINE TABLE)
C1 - CURVE NUMBER(SEE CURVE TABLE)

Line Table(M)		
Line #	Bearing	Length
L1	N44°48'38"W	17.00'
L2	S40°05'46"W	59.89'
L3	N44°30'22"W	73.20'
L4	S39°59'49"W	70.09'
L5	S39°17'13"W	3.45'
L6	S40°08'51"W	17.80'
L7	N41°24'30"W	73.84'
L8	N40°26'31"E	9.98'
L9	N41°09'11"E	30.22'
L10	N41°21'30"E	67.98'
L11	N41°14'04"E	27.21'
L12	N41°12'43"E	46.48'
L13	N41°16'10"E	90.17'
L14	N41°19'30"E	51.53'
L15	S43°14'08"E	54.81'
L16	S43°15'59"E	66.11'
L17	S38°39'33"E	75.37'
L18	S41°26'00"E	18.91'
L19	N41°27'37"E	19.59'
L20	N41°27'37"E	24.72'

Line Table(M)		
Line #	Bearing	Length
L21	N41°27'37"E	22.84'
L22	N41°27'37"E	17.33'
L23	N44°41'46"W	31.33'
L24	S40°20'44"W	62.83'
L25	S40°20'44"W	51.65'
L26	S40°20'44"W	59.35'
L27	S40°20'44"W	24.89'
L28	S44°44'30"W	15.51'
L30	S82°02'19"E	8.94'
L31	N46°42'20"E	19.89'
L32	N46°42'20"E	40.11'
L33	S82°02'19"E	18.62'
L34	S44°45'13"E	29.52'
L35	S82°02'19"E	18.58'
L36	S46°42'20"W	30.00'
L37	S46°42'20"W	30.00'

Wetland Line Table		
Line #	Bearing	Length
L39	N3°35'29"E	40.62'
L40	N20°42'11"W	54.02'
L41	N15°21'25"E	104.89'
L42	N6°38'13"E	29.84'
L43	N33°42'07"E	34.95'
L44	N11°23'36"E	18.65'
L45	N10°49'40"W	27.96'
L46	N4°45'47"W	24.43'
L47	N10°55'39"E	23.45'
L48	N24°55'53"E	44.09'
L49	N11°49'36"E	5.99'

Curve Table(M)				
Curve #	Radius	Delta	Length	Chord Direction	Chord Length
C1	2897.70'	0°24'34"	20.71'	S45°26'09"W	20.71'
C2	2897.70'	0°11'01"	9.29'	S45°12'18"W	9.29'
C3	2897.70'	0°35'36"	30.00'	S44°49'00"W	30.00'
C4	2897.70'	0°23'44"	20.00'	S44°19'20"W	20.00'
C5	2914.70'	1°45'53"	89.77'	S40°53'48"W	89.76'
C6	2914.70'	2°10'39"	110.77'	S42°52'04"W	110.76'

P.O.B.
BEGIN AT A FOUND 5/8" RC #6475 MARKING THE SOUTHWESTERLY CORNER OF LOT 2, DOC'S SEA SHORES A SUBDIVISION AS PER MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 7, PAGE 49 IN THE PUBLIC RECORDS OF FRANKLIN COUNTY, FLORIDA

SURVEYOR'S CERTIFICATE:

I hereby certify that this survey was made under my responsible direction and supervision, is a correct representation of the lands surveyed, that the permanent reference monuments and permanent control points have been set, and that the survey data and monumentation complies with Chapter 177 of the Florida Statutes and with Chapter 5J-17, Florida Administrative Code.

WADE G. BROWN, PSM
FLORIDA CERTIFICATE NO. 5959 LB#6475
EDWIN G. BROWN AND ASSOCIATES, INC.
SURVEYORS AND MAPPERS
P.O. BOX 625, CRAWFORDVILLE, FLORIDA 32327

EDWIN BROWN & ASSOCIATES
SURVEYORS * MAPPERS
(850) 926-3016 888-433-4436 FAX (850) 926-8180
P.O. Box 625 2813 Crawfordville Hwy. Crawfordville, Fl 32326
LB #6475

JOB: 13-015 * PSC: 41387
MARCH 31, 2020

CHECKED BY: WADE G. BROWN DRAWN BY: ADRON ANDERSON

NOTICE:

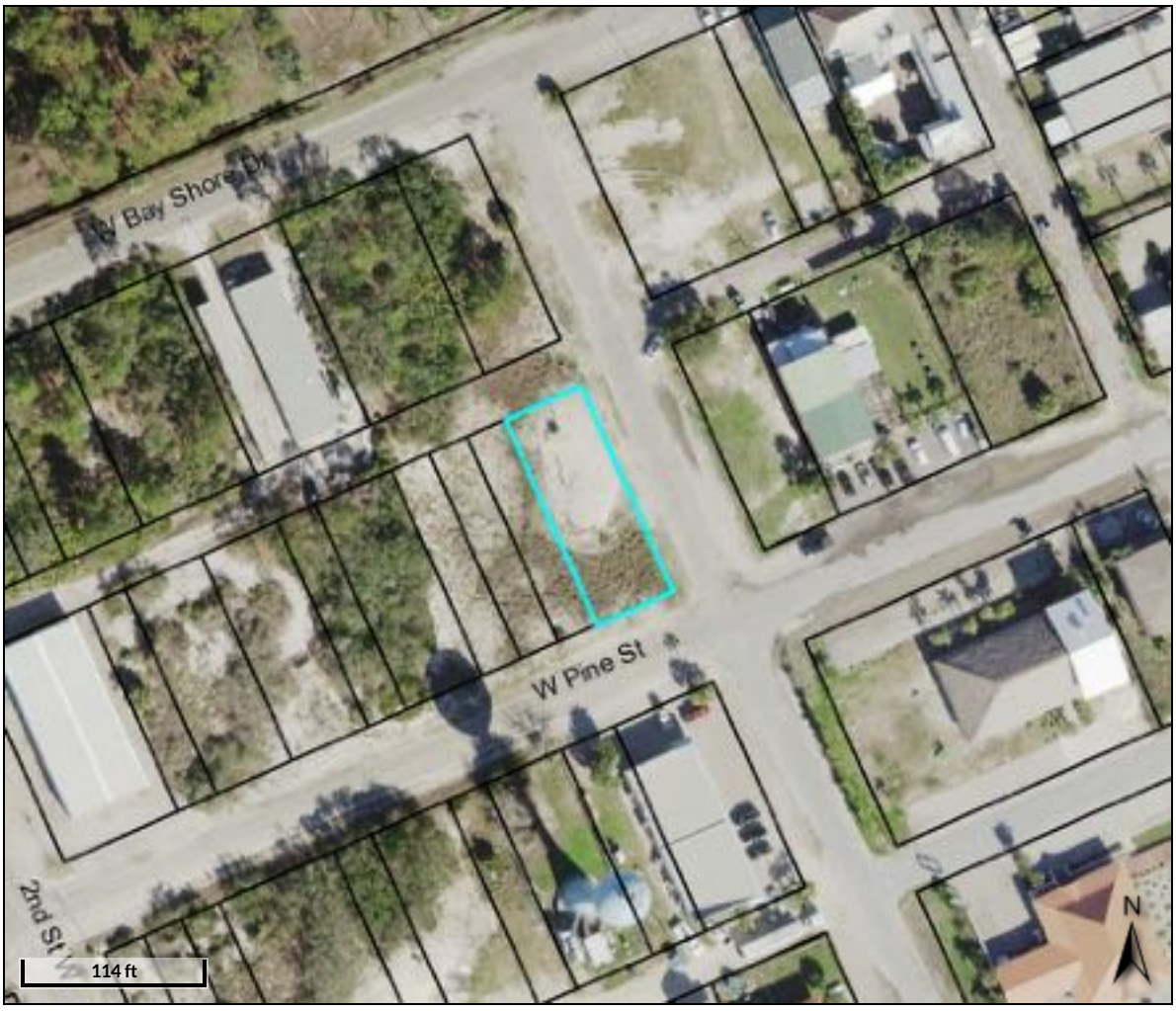
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

File Attachments for Item:

A. Consideration of a request for Commerical Site Plan Review of a 1,500 square feet Convenience Store with a Deli and Drive Through located at 101 West Pine Ave, Unit 1, Block 2 west, Lots 17 and 18, St. George Island, Franklin County, Florida. Request submitted by Jim Waddell, agent for Charles Robert Shiver and Donna Kay Barber, Applicants. **P&Z Board Recommended Approval Contingent upon flood review and permits.**

BOARD ACTION: Approve, Table, or Deny

qPublic.net™ Franklin County, FL



Overview



Legend

- Parcels
- Roads
- City Labels

Parcel ID	29-09S-06W-7311-002W-0170	**Alternate ID**	06W09S297311002W0170	**Owner Address**	SHIVER CHARLES ROBERT
Sec/Twp/Rng	29-9S-6W	**Class**	VACANT COM		DONNA KAY BARBER
Property Address	101 W PINE AVE	**Acreage**	n/a		W/R/O/S P.BOX 681
					EASTPOINT, FL 32328

District 1

Brief Tax Description UNIT 1 BL 2W LOTS 17 18

(Note: Not to be used on legal documents)

Date created: 4/8/2021
Last Data Uploaded: 4/8/2021 7:46:41 AM

Developed by Schneider GEOSPATIAL

A.

APPLICATION FOR DEVELOPMENT

FRANKLIN COUNTY BUILDING DEPARTMENT
34 Forbes Street, Suite 1, Apalachicola, Florida 32320
Phone: 850-653-9783 Fax: 850-653-9799
http://www.franklincountyflorida.com/planning_building.aspx

PERMIT #_____
FEE: $_____
RADON: $_____
TOTAL: $_____

NOTE TO APPLICANTS AND PERMIT HOLDERS:
VIOLATIONS OF THE TERMS AND CONDITIONS OF THIS PERMIT MAY WARRANT A STOP WORK ORDER OR REVOCATION OF THIS PERMIT. THIS PERMIT IS VALID FOR ONE YEAR FROM THE DATE OF ISSUANCE. CONSTRUCTION MUST COMMENCE WITHIN SIX MONTHS OF THIS DATE:
ISSUANCE DATE: _____ **EXPIRES:** _____

■ New Constuction
  ■ Commercial
  □ Residential
□ Substantial Improvement
□ Less than Substantial

APPLICATION MUST BE COMPLETE: (Incomplete applications will be review once it has)

Property Owner/s: Charles Robert Shiver and Donna Kay Barber
Contact Information: Home #: 850-814-2907 Cell #: 850-814-2907 and 850-653-6512
Mailing Address: PO Box 681 City/State/Zip: Eastpoint, FL 32328
EMAIL Address: Donna@DonnaKayBarber.com

Contractor Name: TBD Business Name: _____
Contact Information: Office #: _____ Cell #: _____
State License #: _____ County Registration #: _____
Mailing Address: _____ City/State/Zip: _____
EMAIL Address: _____

PROPERTY DESCRIPTION: 911 Address: 101 W. Pine Ave., St. George Island, FL 32328
Lot/s: `17, 18 and 19 Block: 2 Subdivision: St. George Island Gulf Beaches Unit: 1 West
Parcel Identification #: 29-09S-06W-7311-002W-0170 and 29-09S-06W-7311-002W-0190
JURISDICTION: ■ Franklin County
□ Apalachicola □ Eastpoint ■ St. George Island □ Carrabelle □ Dog Island □ Lanark/ St. James □ St. Teresa □ Alligator Point

DESCRIPTION OF DEVELOPMENT: Convenience Store
ZONING DISTRICT: C4 & C2 CONTRACT COST: _____

HEATED SQ FT: 1,500 UN-HEATED SQ FT: 0 TOTAL SQUARE FOOT: 1,500
ROOF MATERIAL: TBD FOUNDATION TYPE: TBD LOT DEMENSION: _____
NO. OF STORIES: 1 STORAGE SQ FOOTAGE: 0 GAS UTILITIES: 0
(Requires Building or General Contractor if over 3 habitable stories including mezzanines.)
(VE Zones: 299 Sq. Foot or Less and MUST be certified breakaway construction by Engineer)

SEPTIC TANK PERMIT # _____ OR SEWER DISTRICT: _____
WATER DISTRICT: WMSI OR PRIVATE WELL: _____

WATER BODY: _____
CRITICAL SHORELINE DISTRICT: ○YES OR NO ⊙ CRITICAL HABITAT ZONE: ○YES OR NO⊙

FLOOD ZONE INFORMATION: EFFECTIVE DATE: February 5, 2014

PANEL NUMBER: 120088 0565F **FIRM ZONE/S**: AE
ELEVATION REQUIREMENTS AS PER SURVEY: 13
□ Requires V-Zone Certification ■ Requires Elevation Certificates □ Requires Smart Vents □ Requires Breakaway Walls

I ING OFFICIAL **DATE** **FLOODPLAIN ADMIN.** **DATE** **OWNER/CONTRACTOR** **DATE**

SUPPLEMENT A. APPLICATION

1- Proposed Alteration of the Land:

- **Determination of COE & DEP Wetlands:** N/A
- **Amount and location of Fill to be placed on property:** TBD
- **Percentage of land to be placed in impervious surface:** 38%

2- Critical Shoreline Inspection:

- **Construction to be a minimum of 50 feet from the mean high water or wetland:** N/A **(Must be indicated on submitted site plan)**
- **Construction within 50 feet of the mean high water or wetlands:** N/A
- **Attach the Board of Adjustment Approval: Date of Approval:** N/A **(Expires One Year From Approval Date)**

3- Elevation Requirements:

- **FLOOD ZONE:** AE **BASE FLOOD ELEVATION:** 13
- **LOWEST BASE FLOOD ELEVATION AT BUILDING SITE:** 13
- **A/AE/AH/AO ZONES: Elevation of bottom of the first floor:** 7 (Building will be flood proofed to ELEV = 14)
- **VE Zones: Elevation of the first floor horizontal support structure:** N/A

DEVELOPMENT APPLICATION CHECKLIST

RESIDENTIAL:

X **Application**
X **Supplemental Application**
_____ **Boundary Survey (Non-Flood Zones)**
X **Site Plan**
_____ **Septic Tank Permit**
_____ **Water & Sewer Letter**
_____ **Energy Code Form**
_____ **2 Complete Sets of Building Plans**
□ **Wind Load Analysis** □ **Engineered**
_____ **State Permits**
■ **DEP Permits** □ **COE Permits** □ **FDOT Permits**
_____ **Structure Height & Number of Stories Affidavit**
_____ **Portable Toilet Agreement**
_____ **Owner/Builder Affidavit**
_____ **Dumpster Affidavit**
_____ **Termite Affidavit**
_____ **Turtle Light Affidavit (If Applicable)**
_____ **Recorded Notice of Commencement**

FORMS REQUIRED IN FLOOD ZONES: (Additional)

X **Topographical Survey**
_____ **Flood Plain Management Review**
_____ **V Zone Certification (If Applicable)**
_____ **Smart Vent Certification (If Applicable)**
_____ **Elevation Affidavit**
_____ **Non Conversion Agreement**

COMMERCIAL: (Additional to Residential)

_____ **P&Z Approval Notice**
_____ **BOA Approval Notice**
_____ **BCC Approval Notice**
_____ **DEP Storm Water Permit/Exemption**
_____ **DBPR Approval**
_____ **Parking Plan**
_____ **Flood Proofing Certification (If Applicable)**

SUB-CONTRACTOR LIST

PLEASE BE ADVISED THAT ALL CONTRACTORS DOING WORK IN FRANKLIN COUNTY MUST BE REGISTERED IN FRANKLIN COUNTY PRIOR TO PERFORMING ANY WORK IN THIS COUNTY. ALL GENERAL, RESIDENTIAL & BUILDING, ELECTRICAL, PLUMBING, HVAC & ROOFING CONTRACTOR'S ARE REQUIRED TO PULL PERMITS ON ALL NEW, RENOVATIONS, REMODEL PROJECTS.

CONTRACTOR OR OWNER HAS CONTRACTED WITH THE FOLLOWING (OWNER/BUILDERS ARE NOT ALLOWED TO HIRE SPECIALTY FRAMING CONTRACTORS) ALL CONTRACTOR'S & SUBCONTRACTOR'S MUST BE REGISTERED WITH FRANKLIN COUNTY AND ALL APPLICABLE PERMITS MUST BE OBTAINED BEFORE COMMENCING WORK.

Contractor: TBD	□**Registered**	**Insulation:** TBD	□**Registered**
Electrical: TBD	□**Registered**	**Painting:** TBD	□**Registered**
Plumbing: TBD	□**Registered**	**Framing:** TBD	□**Registered**
HVAC: TBD	□**Registered**	**Masonry:** TBD	□**Registered**
Roofing: TBD	□**Registered**	**Tile:** TBD	□**Registered**
Propane: TBD	□**Registered**	**Siding:** TBD	□**Registered**
Concrete: TBD	□**Registered**	**Other:**	□**Registered**
I N/A	□**Registered**	**Other:**	□**Registered**

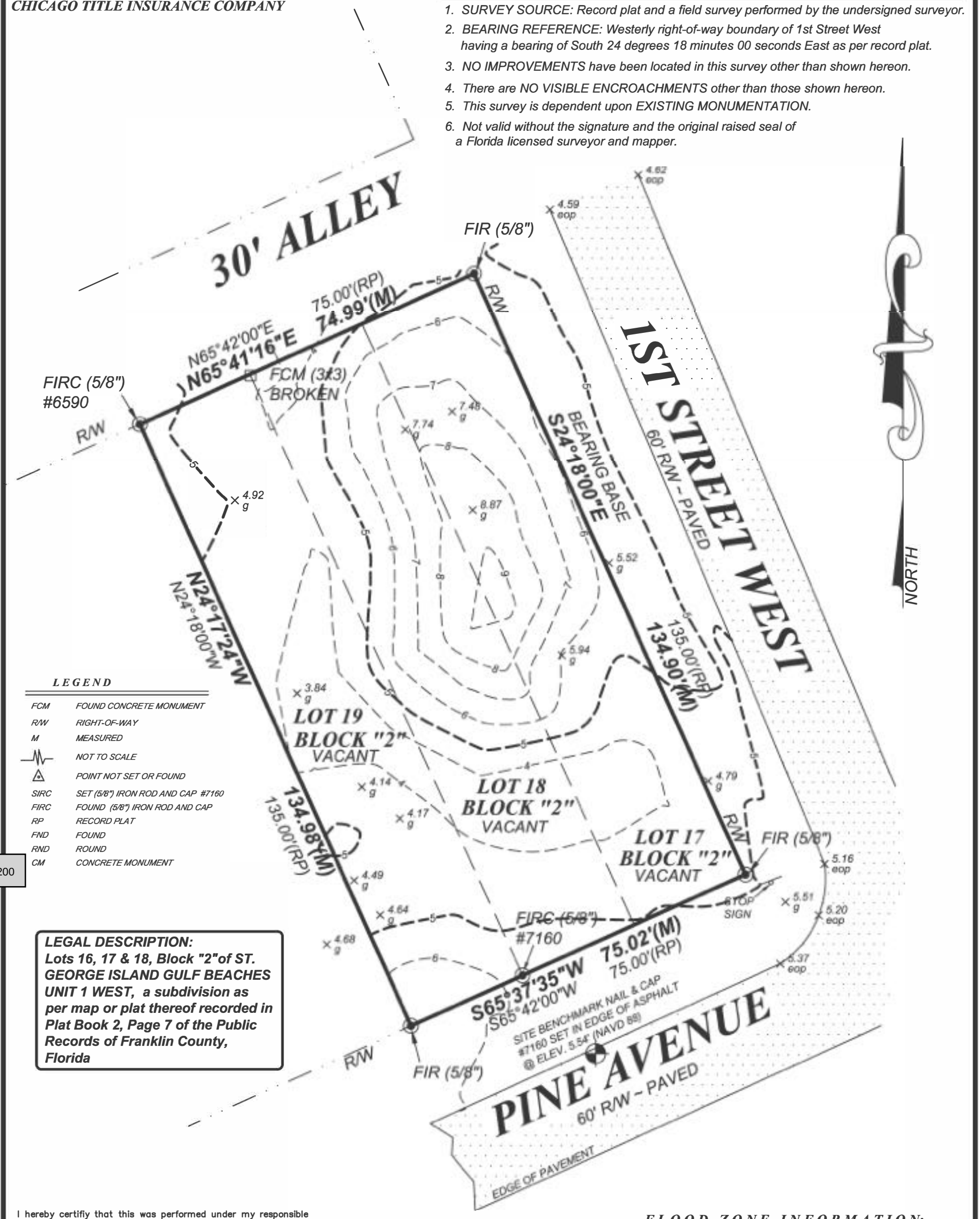
A.

PLAT OF BOUNDARY AND TOPOGRAPHICAL SURVEY CERTIFIED TO:

CHARLES ROBERT SHRIVER and DONNA KAY BARBER,
DONNA DUNCAN, P.A.,
CHICAGO TITLE INSURANCE COMPANY

N O T E S:

1. *SURVEY SOURCE: Record plat and a field survey performed by the undersigned surveyor.*
2. *BEARING REFERENCE: Westerly right-of-way boundary of 1st Street West having a bearing of South 24 degrees 18 minutes 00 seconds East as per record plat.*
3. *NO IMPROVEMENTS have been located in this survey other than shown hereon.*
4. *There are NO VISIBLE ENCROACHMENTS other than those shown hereon.*
5. *This survey is dependent upon EXISTING MONUMENTATION.*
6. *Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.*



LEGEND

FCM	*FOUND CONCRETE MONUMENT*
R/W	*RIGHT-OF-WAY*
M	*MEASURED*
	NOT TO SCALE
	POINT NOT SET OR FOUND
SIRC	*SET (5/8") IRON ROD AND CAP #7160*
FIRC	*FOUND (5/8") IRON ROD AND CAP*
RP	*RECORD PLAT*
FND	*FOUND*
RND	*ROUND*
CM	*CONCRETE MONUMENT*

LEGAL DESCRIPTION:
Lots 16, 17 & 18, Block "2"of ST. GEORGE ISLAND GULF BEACHES UNIT 1 WEST, a subdivision as per map or plat thereof recorded in Plat Book 2, Page 7 of the Public Records of Franklin County, Florida

I hereby certifiy that this was performed under my responsible direction and supervision and the plat and description are true and accurate to the best of my knowledge and belief. The survey meets or exceeds the standards for practice for land surveying as established by the Florida Board of Professional Surveyors and Mappers (F.A.C. 5J–17.051/.052).

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

JAMES T. RODDENBERRY
Surveyor and Mapper
Florida Certificate No: 4261

GRAPHIC SCALE

20 0 10 20

(IN FEET)
1 inch = 20 ft.

FLOOD ZONE INFORMATION:

Subject property is located in Zone "AE" (EL 13) as per Flood Insurance Rate Map Community Panel No: 120088 0565F index date:February 5, 2014, Franklin County, Florida.

Thurman Roddenberry & Associates, Inc.
PROFESSIONAL SURVEYORS AND MAPPERS
P.O. BOX 100 • 125 SHELDON STREET • SOPCHOPPY, FLORIDA 32358
PHONE NUMBER: 850-962-2538 FAX NUMBER: 850-962-1103
LB # 7160

DATE: 03/03/21	DRAWN BY: MMD	N.B. PLAT PG	COUNTY: Franklin
FILE: 94088.DWG	DATE OF LAST FIELD WORK: 03/02/21	JOB NUMBER: 94–088	

A.

March 29, 2021

Ms. Cortni Bankston
Franklin County Planning and Building Dept.
43 Forbes Street
Apalachicola, Florida 32320

Subject: Donna Barber and Charles Robert Shiver - Commercial Site Plan
Lots 17,18,19, Block 2W, Unit 1 St. George Island
Our Project 421.001.00

Dear Ms. Bankston:

Please accept this letter as our request to be placed on the agenda for the next P&Z meeting, which is to be held in April 2021, for approval of the above-captioned project.

In summary, the project will consist of a 1,500 gsf convenience store. The convenience store will have a deli area for take-out only, either as walk in or via a proposed drive thru window. The main structure will be constructed slab on grade and will be flood proofed to the required elevation of el= 14.0.

Water and sewer facilities for the site will be provided by WMSI and a commercial grade, privately maintained, aerobic sewage treatment system unit, respectively.

It is our understanding, based on a review of the code and past approvals for similar developments that the proposed project is consistent with the provisions of the C-4, mixed use commercial zoning district.

As is customary for this proceeding, we respectfully request that the board make a recommendation of approval for this project, conditioned upon receipt of all applicable state permits, including NWFWMD environmental resource and Health Dept. onsite septic system permits.

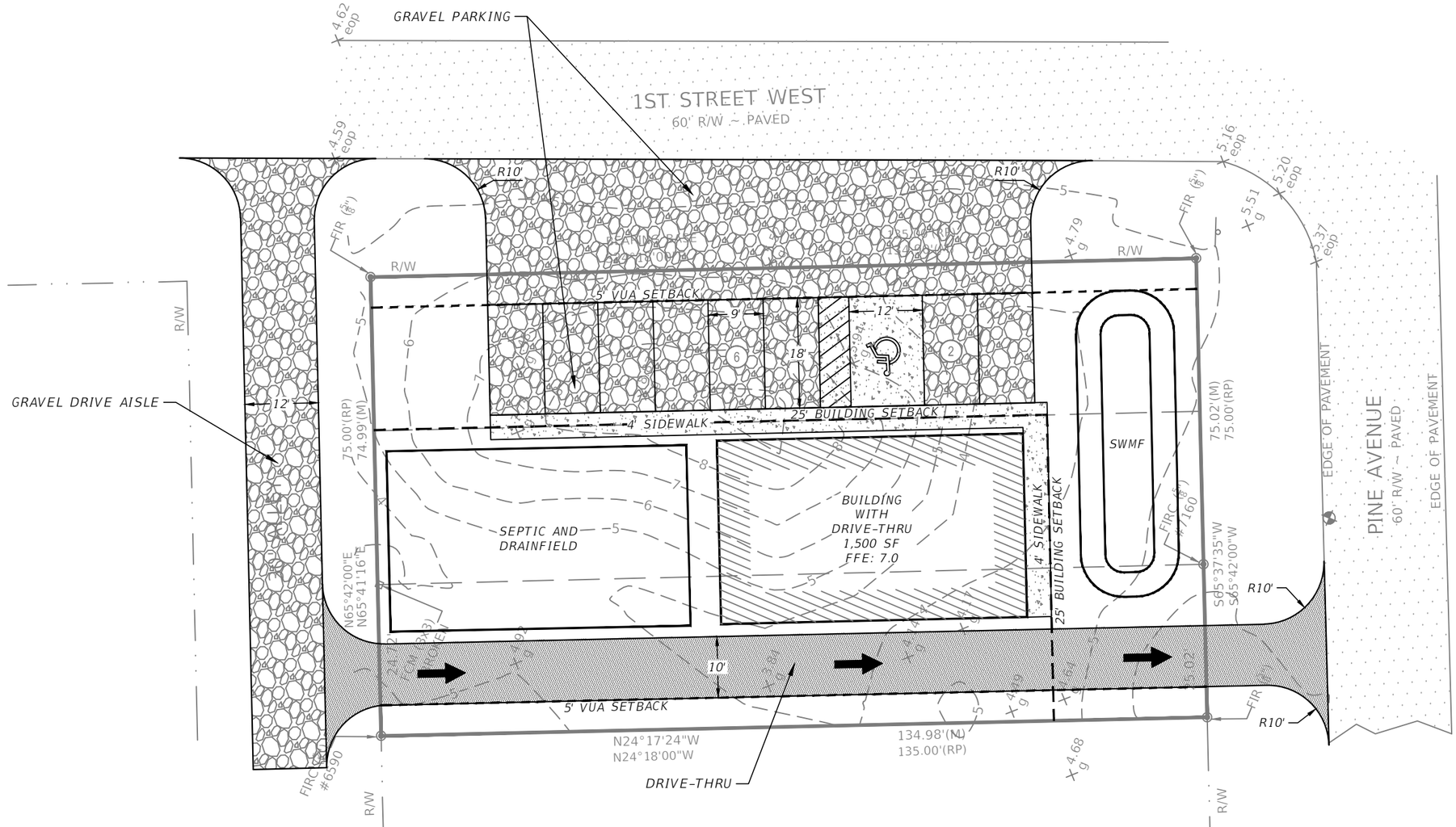
Please advise if we can be of further assistance.

Sincerely,
INOVIA CONSULTING GROUP

Jim Waddell

Jim Waddell, P.E.
Principal

A.



LEGAL DESCRIPTION:
LOTS 16, 17 & 18, BLOCK "2"OF ST. GEORGE ISLAND GULF BEACHES UNIT 1 WEST, A SUBDIVISION AS PER MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 7 OF THE PUBLIC RECORDS OF FRANKLIN COUNTY, FLORIDA.

FLOOD ZONE INFORMATION:
SUBJECT PROPERTY IS LOCATED IN ZONE "AE" (EL 13) AS PER FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO: 120088 0565F INDEX DATE:FEBRUARY 5, 2014, FRANKLIN COUNTY, FLORIDA.

inovia CONSULTING GROUP
1983 CENTRE POINTE BLVD, SUITE 103
TALLAHASSEE, FLORIDA 32308
PHONE 850.298.4213
WWW.INOVIAGROUP.COM
CA8225

NO.	BY	REVISIONS	DATE

PROJECT NO.:
DRAWING FILE: DESIGN BASE.DWG

CLIENT: DONNA BARBER AND CHARLES ROBERT SHIVER
PROJECT: BARBER CONVENIENCE STORE ST. GEORGE ISLAND
SHEET: DIMENSIONAL SITE PLAN

PLAN RELEASE STATUS
- ☐ PROGRESS PRINT
- ■ PERMIT RELEASE
- ☐ BID RELEASE
- ☐ CONSTRUCTION RELEASE

RELEASE DATE: 30 MAR 21

	INITIAL	DATE
DRAWN BY	KRA	3/30/21
CHECKED BY	JFW	3/30/21

SCALE: AS SHOWN

JAMES F. WADDELL, III, P.E.
PE NO.: 46019
DATE: 30 MAR 21

SHEET 1 OF 1

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File Attachments for Item:

A. Consideration of a request for a Public Hearing to change a triangular parcel for a Re-zoning Change from C-1 Commercial Fishing to C-3 Commercial Recreation. Property described as 336 Patton Drive, Franklin County, Florida. Request submitted by Marsha Watson, agent for MMSW Holdings, LLC, applicant. **P&Z Board Recommended Approval for Public Hearing.**

BOARD ACTION: Approve, Table, or Deny

qPublic.net™ Franklin County, FL



Overview



Legend

- Parcels
- Roads
- City Labels

Parcel ID	31-08S-06W-0000-2350-0000	**Alternate ID**	06W08S31000023500000	**Owner Address**	MMSW HOLDINGS, LLC
Sec/Twp/Rng	31-8S-6W	**Class**	STORES, 1		3453 MAHONEY DRIVE
Property Address	336 PATTON DR EASTPOINT	**Acreage**	n/a		TALLAHASSEE, FL 32309
District	5				
Brief Tax Description	A TRIANGULAR PARCEL WITH (Note: Not to be used on legal documents)				

Date created: 4/8/2021
Last Data Uploaded: 4/8/2021 7:46:41 AM

Developed by Schneider GEOSPATIAL

A.

APPLICATION FOR RE-ZONING & LAND USE CHANGE

FRANKLIN COUNTY BUILDING DEPARTMENT
34 Forbes Street, Suite 1, Apalachicola, Florida 32320
Phone: 850-653-9783 Fax: 850-653-9799
http://www.franklincountyflorida.com/planning_building.aspx

PROPERTY OWNER'S NAME: MMSW HOLDINGS, LLC
MAILING ADDRESS: 3453 MAHONEY DR City/State/Zip: TALLAHASSEE FL 32309
PHONE #: 850-524-1872 CELL #: SAME EMAIL: MW294EVA@GMAIL.COM

AGENT'S NAME: MARSHA WATSON
MAILING ADDRESS: 3453 MAHONEY DR City/State/Zip: TALLAHASSEE, FL 32309
PHONE #: 850-524-1672 CELL #: SAME EMAIL: MW294EVA@GMAIL.COM

PROPERTY DESCRIPTION: 911 Address: 336 PATTON DRIVE, EASTPOINT, FL 32328
Lot/s: Block: Subdivision: Unit:
Parcel Identification #: 31-08S-06W-000-2350-0000
JURISDICTION: ☒ Franklin County
☐ Apalachicola ☒ Eastpoint ☐ St. George Island ☐ Carrabelle ☐ Dog Island ☐ Lanark/ St. James ☐ St. Teresa ☐ Alligator Point

ACREAGE: 1/3

CURRENT ZONING: COMMERCIAL C1 **CURRENT LAND USE:** COMMERCIAL

REQUESTED ZONING: C3 **REQUESTED LAND USE:** COMMERCIAL

LEGAL DESCRIPTION OF THE PROPERTY: (Must Attach Legal Description)

PLANNING & ZONING DATE:

RECOMMENDED APPROVAL: ____ **RECOMMENDED DENIAL:** ____ **RECOMMENDED TO TABLE:** ____
CONDITIONS:

BOARD OF COUNTY DATE:
RECOMMENDED APPROVAL: ____ **RECOMMENDED DENIAL:** ____ **RECOMMENDED TO TABLE:** ____
CONDITIONS:

PUBLIC HEARING DATE:
☐ **APPROVED** ☐ **DENIED** ☐ **TABLED**
CONDITIONS:

Instructions: Complete application, including proof of ownership in the form of deed, detailed description of reques including any necessary information supporting request (site plan/survey) and application fee of $250.00 for Re-Zo and $250.00 for Land Use Change. Return to the following address:

Franklin County
34 Forbes Street, Suite 1
Apalachicola, FL 32320

A.

Will provide 2 RV spaces & they would be expected to shop in County

FRANKLIN COUNTY, FLORIDA
REQUIRED ANALYSIS FOR LAND USE OR ZONING CHANGE

- **Economic Development** – How will this change promote economic development in Franklin County?

- **Water and Sewer** – Will the development be served by central water and sewer or will it be on individual water wells and septic tanks?

Yes- Eastpoint Water + Sewer

3/30/21

A.

FRANKLIN CO[illegible]Y, FLORIDA
REQUIRED ANALYSIS FOR LAND USE OR ZONING CHANGE

Yes • **Eastpoint Urban Service Area** – Is the property located in the Eastpoint Urban Service Area?

Yes • **Coastal High Hazard Area** – Is the property located in the Coastal High Hazard Area?

Yes • **Critical Shoreline Zone** – Is the property located in the Critical Shoreline Zone?

1 • **Soil Conditions** – Copies of the 1994 Soil Survey of Franklin County are available from the Franklin County Planning Office.

SLIGHT SLOPE FROM PATTON DR TO BAY • **Topography** – What is the topography of the property?

NO • **Drainage** – Are there any natural drainage features located on the property?

NO • **Wetlands** – The only way to definitively know if there are wetlands on the property is to have a qualified individual survey the site for wetlands, but the U. S. Fish and Wildlife Service's National Wetlands Inventory can give a general overview of what potential wetlands might be located on the property. The website can be accessed at :https ://www.fws.gov /wetlands /data /mapper.html

— • **Floodplains** – What flood zone is this property located in? The flood maps for Franklin County can be found at portal.nwfwmdfloodmaps.com.

NO • **Potential Wildfire Areas** – Is the property susceptible to wildfires?

NO • **Historic or Cultural Sites** – Are there any historic or cultural sites located on the property? The Florida Master Site File keeps a list of recorded historic and cultural sites in Florida. They can be reached at 850-245-6440 or sitefile@dos.myflorida.com. — CALLED

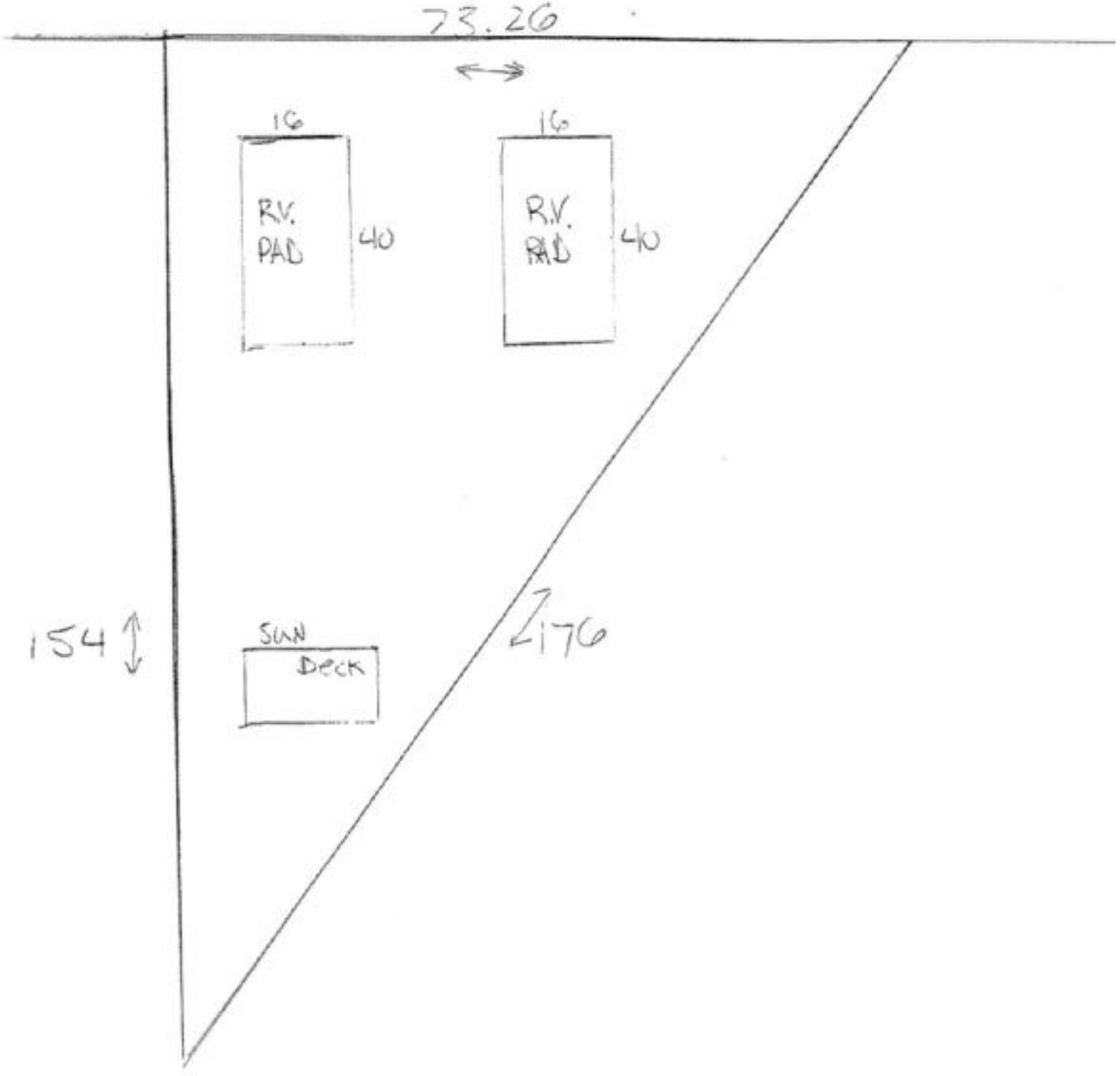
NO • **Endangered Species** – Are there any endangered species located on this property? The Florida Fish and Wildlife Conservation Commission's website showing the location of Bald Eagle nests in the state can be found at : http ://myfwc.maps.arcgis.com /apps /webappviewer /index.html ?id=25360411827 9431984e8bc3ebf1cc8e9

NO SIGNIFICANT IMPACT — 2 SPACES • **Traffic Circulation** – How will this development affect traffic on the roads that serve the development? The Florida Department of Transportation traffic counts can be found at https ://daappsprod.dot.state.fl.us /fto /

NO • **Affordable Housing** – Will this change increase the supply of affordable housing in Franklin County?

A.

PATTON Dr. - 336



3/29/21

File Attachments for Item:

B. Consideration of a request for a Public Hearing to change a 200' x 300' parcel for a Land Use Change from Residential to Commercial and a Public Hearing to Re-zone from R-4 Single Family Home Industry to C-4 Mixed Use Residential. Property described as 31865 Highway 98 West, Carrabelle, Franklin County, Florida. Request submitted by Blakey's Beach LLC, applicant. **P&Z Board Motioned without a recommendation to present request for Public Hearing before Board of County Commissioners.**

-Applicant has requested to revise request for re-zoning from R-4 Single Family Home Industry to C-2 Commercial Business. Email request attached

BOARD ACTION: Approve, Table, or Deny

qPublic.net™ Franklin County, FL



Overview



Legend

- Parcels
- Roads
- City Labels

Parcel ID	25-07S-05W-0000-0060-0000	**Alternate ID**	05W07S25000000600000	**Owner Address**	BLAKEYS BEACH, LLC
Sec/Twp/Rng	25-7S-5W	**Class**	VACANT		1891 HWY 98 W
Property Address	1865 HWY 98 W CARRABELLE	**Acreage**	n/a		CARRABELLE, FL 32322
District	1				
Brief Tax Description	200X300 FT OR/77/134 & (Note: Not to be used on legal documents)				

Date created: 4/8/2021
Last Data Uploaded: 4/8/2021 7:46:41 AM

Developed by Schneider GEOSPATIAL

APPLICATION FOR RE-ZONING & LAND USE CHANGE

FRANKLIN COUNTY BUILDING DEPARTMENT
34 Forbes Street, Suite 1, Apalachicola, Florida 32320
Phone: 850-653-9783 Fax: 850-653-9799
http://www.franklincountyflorida.com/planning_building.aspx

PROPERTY OWNER'S NAME: BLAKEY'S BEACH LLC /
MAILING ADDRESS: 1891 HWY 98 W City/State/Zip: CARRABELLE FL 32322
PHONE #: _____ CELL #: 933-4166 EMAIL: _____

AGENT'S NAME: Loren Whaley
MAILING ADDRESS: _____ City/State/Zip: _____
PHONE #: _____ CELL #: 363-3611 EMAIL: _____

PROPERTY DESCRIPTION: 911 Address: 1865 HWY 98 W, CARRABELLE FL 32322
Lot/s: Metes & Bounds Block: _____ Subdivision: _____ Unit: _____
Parcel Identification #: 25-07S-05W-0000-0060-0000
JURISDICTION: ☑ Franklin County
☐ Apalachicola ☐ Eastpoint ☐ St. George Island ☑ Carrabelle ☐ Dog Island ☐ Lanark/ St. James ☐ St. Teresa ☐ Alligator Point

ACREAGE: ~~1.38~~ 2.0

CURRENT ZONING: RES. / R-4 **CURRENT LAND USE:** R-4

REQUESTED ZONING: C-4 **REQUESTED LAND USE:** C-4

LEGAL DESCRIPTION OF THE PROPERTY: (Must Attach Legal Description) SEE ATTACHED

PLANNING & ZONING DATE: _____

RECOMMENDED APPROVAL: ____ **RECOMMENDED DENIAL:** ____ **RECOMMENDED TO TABLE:** ____
CONDITIONS: _____

BOARD OF COUNTY DATE: _____
RECOMMENDED APPROVAL: ____ **RECOMMENDED DENIAL:** ____ **RECOMMENDED TO TABLE:** ____
CONDITIONS: _____

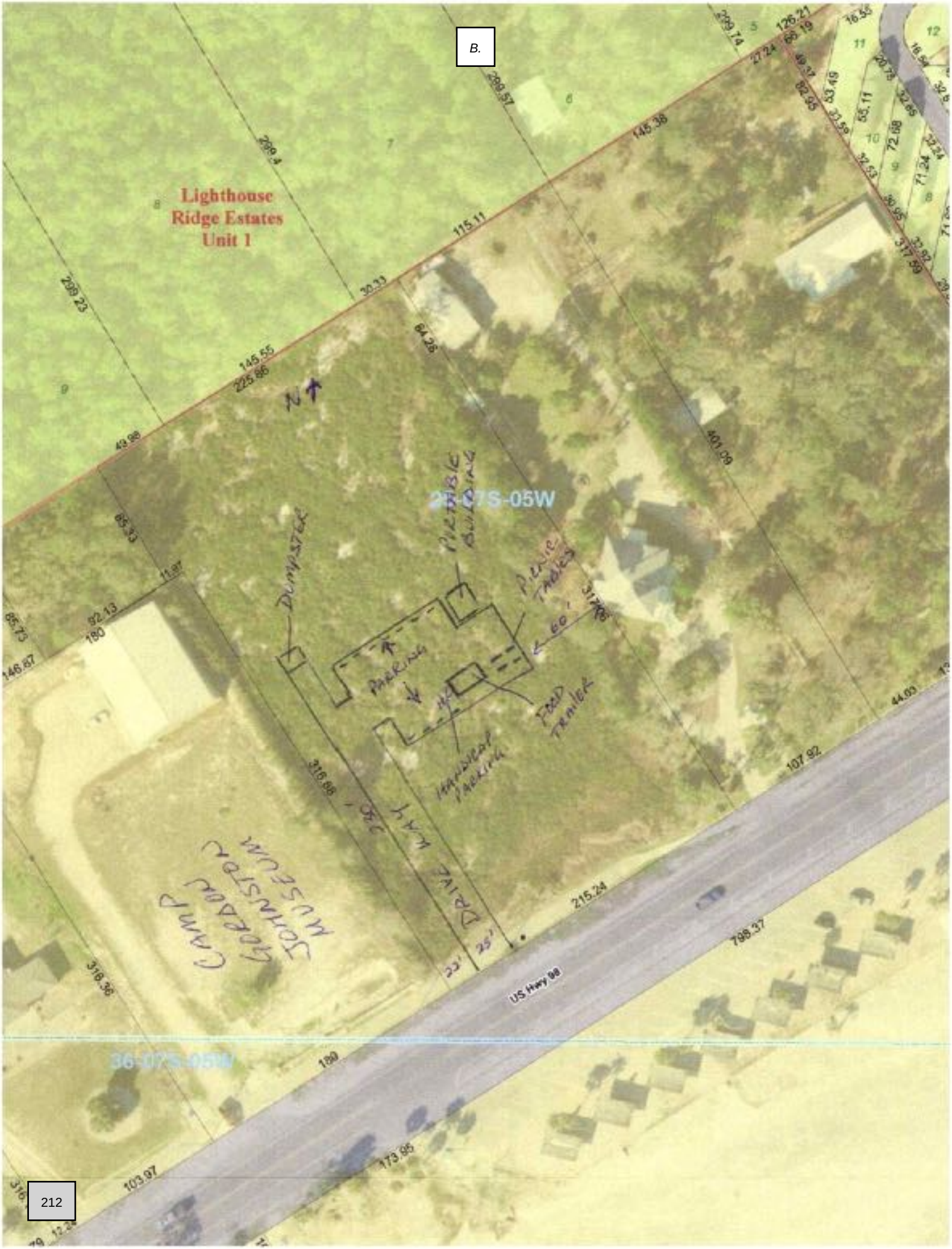
PUBLIC HEARING DATE: _____
☐ **APPROVED** ☐ **DENIED** ☐ **TABLED**
CONDITIONS: _____

Instructions: Complete application, including proof of ownership in the form of deed, detailed description of request including any necessary information supporting request (site plan/survey) and application fee of $150.00 for Re-Zoning and $150.00 for Land Use Change. Return to the following address:

RECEIVED
MAR 03 2021

Franklin County
34 Forbes Street, Suite 1
Apalachicola, FL 32320

BY: .....


B.
Lighthouse
Ridge Estates
Unit 1
N
DUMPSTER
PORTABLE BUILDING
PICNIC TABLES
60'
PARKING
FOOD TRAILER
HANDICAP PARKING
DRIVE WAY
CAMP GORDON JOHNSTON MUSEUM
US Hwy 98
36-07S-05W
145.38
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30.33
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215.24
798.37
173.95
103.97
316.36
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146.87
92.13
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66.19
53.49
55.11
72.68
71.24
317.59
44.03
64.26
85.33
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85.73
12.24

MARY LAWHON
1891 HIGHWAY 98 W
P. O. BOX815
CARRABELLE, FLORIDA 32322

March 2, 2021

Franklin County Board of County Commissioners
Franklin County Planning & Zoning Board
Franklin County Courthouse
Apalachicola, Florida

Re: 1865 Highway 98 W
Tax ID 25-07S-05W-0000-0060-0000

Dear Sirs:

As the owner of Blakey's Beach, LLC located at 1865 Highway 98 W, Carrabelle, Florida I am writing to let you know that I fully support the rezoning of the above referenced property from Residential to C4 mixed use. For reference, the property is directly east of the Camp Gordon Johnston Museum, across from the Carrabelle beach wayside park, and west of the Carrabelle Beach RV Resort.

Not only as owner of the property but as a resident located at 1891 Highway 98 West, my husband, Max Lawhon and I whole heartly endorse this effort. Also, I applaud the efforts of the Whaleys to bring a much needed business and tax revenue to the county.

Should you have any questions concerning this rezoning, please do not hesitate to contact me at 850-933-4166 or by email at j.lawhon@mchsi.com.

Sincerely,

BLAKEY'S BEACH, LLC

Mary Lawhon

Mary Lawhon

STATE OF FLORIDA
COUNTY OF FRANKLIN

The foregoing instrument was acknowledged before on March 2, 2021 by MARY LAWHON who is personally known to me or has produced driver's license as identification.

Kelly Collins
NOTARY

3.2.21
DATE

STAMP

KELLY T. COLLINS NOTARY PUBLIC STATE OF FLORIDA
My Comm. Expires August 13, 2022
No. GG 248291

State of Florida

Rev. 133EF48

LAND/GROUND LEASE AGREEMENT

This Land/Ground Lease Agreement (this "Agreement") is entered into as of the 01 day of March, 2021, (the "Effective Date") by and between Blakey's Beach, LLC, ("Landlord") and True Grit Trucking, Inc DBA Up Grit Creek ("Tenant"). Each Landlord and Tenant may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

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

1. Agreement to Lease. Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord, according to the terms and conditions set forth herein, the following real estate (the "Site"): 200X300 FT OR/77/134 & OR 90/600 113/314-315 635/640 791/607 ALSO A PARCEL PARTIALLY IN SEC 36 07S 05W OR 563/415 575/391 1250/437 25-07S-05W-0000-0060-0000.

2. Purpose. The Site may be used and occupied only for the following purpose (the "Permitted Use"): Rental for Food Trailer. Nothing herein shall give Tenant the right to use the Site for any other purpose without the prior written consent of Landlord. Landlord makes no representation or warranty regarding the legality of the Permitted Use, and Tenant will bear all risk of any adverse change in applicable laws.

3. Term. This Agreement will be for a term beginning on March 01, 2021 and ending on March 01, 2022 (the "Term"). The Parties hereto may elect to extend this Agreement upon such terms and conditions as may be agreed upon in writing and signed by the Parties at the time of any such extension.

4. Rent. Tenant will pay Landlord rent in advance $500.00 in monthly installments due on the 1st day of each month during the Term. Rent for any period during the Term which is for less than one month will be a pro rata portion of the monthly installment. Rent of $500 a month plus percentage of gross profits for previous month.

5. Late Fee. Rent paid after the 1st day of each month will be deemed as late; and if rent is not paid within ten (10) days after such due date, Tenant agrees to pay a late charge of $50.00.

6. Additional Rent. There may be instances under this Agreement where Tenant may be required to pay additional charges to Landlord. All such charges are considered additional rent under this Agreement and will be paid with the next regularly scheduled rent payment. Landlord has the same rights and Tenant has the same obligations with respect to additional rent as they do with rent.

7. Taxes. Landlord shall pay all taxes or assessments which are levied or charged on the Site during the Term.

8. Utilities. Tenant shall pay the cost of all utility services during the Term, including but not limited to gas, water, and electricity used on the Site.

9. Delivery of Possession. Landlord will deliver exclusive and lawful possession of the Site to Tenant on the start date of the Term. In the event Landlord is unable to give possession of the Site to Tenant on such date, Landlord will not be subject to any liability for such failure, the validity of this Agreement will not be affected, and the Term will not be extended. Tenant will not be liable for rent until Landlord gives possession of the Site to Tenant.

10. Holdover Tenancy. Unless this Agreement has been extended by mutual written agreement of the Parties, there will be no holding over past the Term under the terms of this Agreement under any circumstances. If Tenant does retain possession past the Term, Tenant shall pay 100% of the then applicable rent computed on a monthly basis for each month or portion thereof during such holdover. In addition, Tenant shall be liable for any damages incurred by Landlord as a result of the holdover.

11. Condition of the Site. Tenant has examined the Site and accepts the Site in its current condition "AS IS" and "WITH ALL FAULTS." except as expressly set forth herein, landlord makes no representation OR warranty, express or implied, or arising by operation of law, including but not limited to, any warranty of fitness for a particular purpose, merchantability, habitability, SUITABILITY, or condition. tenant acknowledges that Tenant has not relied on any representations or warranties by Landlord in entering this Agreement.

12. Use of the Site. Tenant agrees to use the Site only for the Permitted Use and will not commit waste upon the Site. Tenant will, at its sole expense, maintain the Site in good repair and make all necessary repairs thereto. Tenant will not use the Site for any unlawful purpose or in any manner that will materially harm Landlord's interest in the Site.

13. Improvements and Alterations. Tenant may not make improvements, alterations, additions, or other changes to the Site without the written approval of the Landlord. Tenant agrees that any construction will be performed in a good and workmanlike manner and will comply with all applicable laws. All improvements, alterations, additions, or other changes to the Site shall become the property of Landlord upon the termination of this Agreement. Tenant shall have the right to erect any sign related to its business, on the condition that such signs comply with the law.

14. Leasehold Mortgage. Tenant does not have the right to grant a mortgage, deed of trust, or other security instrument in Tenant's interest to the Site created by this Agreement (the "Leasehold Mortgage") to secure repayment of a loan made to Tenant to finance construction of any improvements made to the Site during the Term. In no event will any interest of Landlord in the Site be pledged as collateral for or be subordinate to any Leasehold Mortgage.

15. No Mechanics Lien. Tenant will not permit any mechanics or other liens to be filed against Landlord's interest to the Site as a result of any work performed for or obligations incurred by Tenant. Tenant will indemnify Landlord for any liability, cost, or expense, including attorney's fees, in the event any such lien is filed.

16. Permits and Approvals. Tenant will be responsible for obtaining all licenses, permits, and approvals required by any federal, state or local authority in connection with its use of the Site. Landlord will cooperate with Tenant and provide the necessary documents to obtain such licenses, permits, and approvals.

17. Compliance with Laws. Tenant covenants and agrees to comply with all federal, state and local laws, regulations and ordinances affecting the Site and use of the Site, including applicable environmental laws. In addition, Tenant will comply with all requirements necessary to keep in force fire and liability insurance covering the Site.

18. Hazardous Substances. Tenant will not keep or store on the Site any item of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire or explosion on the Site or that might be considered hazardous or extra hazardous by any responsible insurance company.

19. Insurance. At all times during the Term, Tenant will maintain insurance for the Site covering:

I. **Property Insurance**. Property insurance covering all of Tenant's improvements, equipment, and other personal property located on the Site.
II. **General Liability**. Commercial liability insurance covering bodily injury, death, or property damage in an amount not less than $1,000,000.00 per occurrence.

All insurance policies shall name Landlord as an additional insured or interested party. Tenant will provide Landlord certificates evidencing the required insurance policies prior to the start date of the Term.

20. Waiver of Subrogation. Landlord and Tenant each waive any and all claims or rights to recovery against the other Party for any loss or damage to the extent such loss or damage is covered by insurance or would be covered by insurance as required under this Agreement. Landlord and Tenant will cause each insurance policy carried by Landlord or Tenant relating to the Site to include or allow a full waiver of any subrogation claims.

21. Indemnification. To the extent permitted by law, Tenant agrees to indemnify, defend, and hold harmless Landlord from any and all claims, actions, liabilities, suits, demands, damages, losses, or expenses, including attorneys' fees, arising out of or relating to (i) Tenant's use and occupancy of the Site, (ii) any work done by or on behalf of Tenant on the Site, (iii) Tenant's negligence or willful misconduct, and/or (iv) Tenant's breach or default of any of the terms of this Agreement, provided however, Tenant's obligations under this section shall not extend to any claims actions, liabilities, suits, demands, damages, losses, or expenses arising from the sole negligence or willful misconduct of Landlord.

22. Access to Site. Landlord or its agents may have access to the Site at reasonable times to inspect the Site, to make any necessary repairs, to show the Site to prospection lenders or buyers, and as otherwise needed to perform its obligations under this Agreement.

23. Default. The following shall each constitute an "Event of Default" by Tenant:

A. Tenant fails to make any required payment due under this Agreement.
B. Tenant fails to perform any obligation or condition or to comply with any term or provision of this Agreement.
C. Tenant files a petition for bankruptcy, reorganization or similar relief, or makes an assignment for the benefit of creditors.

24. Termination by Landlord. Upon the occurrence of an Event of Default by Tenant which continues for a period of thirty (30) days after receiving written notice of the default from Landlord, Landlord has the right to terminate this Agreement and take possession of the Site. Landlord's rights hereunder shall be in addition to any other right or remedy now or hereafter existing at law or equity.

25. Termination by Tenant. In the event of a breach by Landlord of any of its obligations, covenants, or agreements under this Agreement which continues for a period of thirty (30) days after receiving written notice of the breach from Tenant, Tenant has the right to terminate this Agreement, upon written notice to Landlord, without penalty. Landlord shall return to Tenant any prepaid or prorated rent if Tenant terminates this Agreement pursuant to this section.

26. Surrender of the Site. Tenant shall return the Site to Landlord upon termination of this Agreement in good condition and repair, ordinary wear and tear excepted. Within ten (10) days following the termination of this Agreement, Tenant will remove all equipment, materials, fixtures and other personal property belonging to Tenant from the Site. Any property left on the Site after ten (10) days following the termination of this Agreement will be deemed to have been abandoned by Tenant and may be retained by Landlord.

27. Registration of the Lease. The parties shall, to the extent required by law and practice, properly register this Lease Agreement with the relevant Land Registry Office, and any other relevant government office that may serve as a place for registering or recording leases, within 45 days from the date that this Lease Agreement is executed.

28. Subordination. This Agreement and Tenant's right hereunder shall be subject and subordinate in all respects to any mortgage, deed of trust, or other lien now or hereinafter incurred by Landlord. Upon request of Landlord, Tenant will enter into a subordination agreement or other customary form as required by the lien holder.

29. No Partnership. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture or any other fiduciary relationship between the Parties other than that of Landlord and Tenant. Neither Party is authorized to act as an agent or on behalf of the other Party.

30. Condemnation. In the event that all or a material portion of the Site necessary for Tenant's Permitted Use of the Site is taken for any public or quasi-public use under any governmental law, ordinance or regulation or by the right of eminent domain, this Agreement shall terminate on the date of such taking, and all rent under this Agreement shall be prorated and paid to such date. In the event such taking is less than a material portion of the Site, this Agreement shall remain in full force and effect; provided however, the rent due under this Agreement shall be reduced to such extent as may be fair and reasonable under

the circumstances. Landlord and Tenant shall each be entitled to receive and retain such separate awards and portions of lump sum awards as may be allocated to their respective interests in any condemnation proceedings.

31. Limitation of Liability. Landlord is not responsible or liable for any loss, claim, damage or expense as a result of any accident, injury or damage to any person or property occurring anywhere on the Premises, unless resulting from the negligence or willful misconduct of Landlord.

32. Assignment and Subletting. Tenant will not assign this Agreement as to all of or any portion or the Site or make or permit any total or partial sublease or other transfer of all of or any portion of the Site without Landlord's consent.

33. Quiet Enjoyment. If Tenant pays the rent and performs all other obligations under this Agreement, Tenant may peaceably and quietly hold and enjoy the Site during the Term.

34. Force Majeure. In the event that Landlord or Tenant shall be delayed or hindered in or prevented from the performance of any act other than Tenant's obligation to make payments of rent, additional rent, and other charges required hereunder, by reason of strikes, lockouts, unavailability of materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, the act, failure to act, or default of the other Party, war or other reason beyond its control, then performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay.

35. Notices. All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be delivered in person, sent by overnight courier service or sent via certified or registered mail, addressed to Landlord or Tenant at the address stated above, or to another address that either Party may designate upon reasonable notice to the other Party.

36. Further Assurances. Each Party hereto agrees to execute and deliver any additional documents and to do all such other acts as may be necessary to carry out this Agreement and each Party's rights and interests in this Agreement.

37. No Waiver. No Party shall be deemed to have waiver any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly in writing.

38. Severability. If any provision of the Agreement is held to be invalid, illegal, or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal, and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.

39. Successors and Assignees. This Agreement will inure to the benefit of and be binding upon the Parties and their respective permitted successor and assigns.

40. Governing Law. The terms of this Agreement shall be governed exclusively by the laws of the State of Florida, without regard to its conflicts of laws rules.

41. Disputes. Any dispute arising from this Agreement shall be resolved through mediation. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

42. Amendments. This Agreement may not be modified except in writing signed and acknowledged by both Parties.

43. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together, shall constitute one and the same document.

44. Headings. The section heading herein are for reference purposes only and shall not otherwise affect the meaning, construction, or interpretation of any provision in this Agreement.

45. Entire Agreement. This Agreement constitutes the entire understanding between the Parties and supersedes and cancels all prior agreements of the Parties, whether oral or written, with respect to the Site.

IN WITNESS WHEREOF, the Parties hereto, individually or by their duly authorized representatives have executed this Agreement as of the Effective Date.

Mary Lawhon
Landlord Signature

Blakey's Beach, LLC
Landlord Full Name

Tenant Signature

True Grit Trucking, Inc DBA Up Grit Creek
Tenant Full Name

B.

cortnib@franklincountyflorida.com

From: Cheryl Whaley <gritcreek@gmail.com>
Sent: Wednesday, April 14, 2021 2:09 PM
To: cortnib@franklincountyflorida.com
Subject: Re: Rezoning question

Cortni,

Please accept this email as notification of our desire for the request of rezoning to C-4 previously submitted to be changed to request for rezoning to C-2. This is in reference to the property located at 1865 Hwy 98 W, Carrabelle FL owned by Blakeys Beach LLC.

We have spoke to Mrs Mary Lawhon and she is writing a letter today in support of this request which will be notarized. The letter will be hand delivered to your office tomorrow.

Please confirm receipt of this email and that this is everything you need to proceed on to the BOCC meeting on April 20th.

Thank you,

Cheryl Whaley

On Mon, Apr 12, 2021, 2:19 PM <cortnib@franklincountyflorida.com> wrote:

> *Dear Cheryl,*
>
> *Cortni is out of the office today for a doctor's appointment. We have received the letters of support, and they will be distributed to the P and Z Board members for the meeting tomorrow.*
>
> *Sincerely,*
>
> Mark C. Curenton
>
> County Planner
>
> Franklin County, Florida
>
> 850-653-9783 x-160

E-Mail addresses are public records under Florida Law and are not exempt from Public Records requirements. If you do not want your email address to be subject to being released pursuant to a public

BLAKEY'S BEACH, LLC

MARY LAWHON

P. O. BOX 815

Carrabelle, Florida 32322

April 15, 2021

Planning & Zoning Commission

Franklin County Florida

Apalachicola, Florida

RE: Parcel #25-07S-05W-0000-0060-0000

1865 Highway 98 W, Carrabelle, FL 32322

Dear Sirs:

With reference to the Rezoning Application of Blakey's Beach, LLC, I would like to request that you change the zoning for this property to C-2 in lieu of C-4.

Thank you for your consideration.

BLAKEY'S BEACH, LLC

Mary Lawhon

Mary Lawhon, Owner

NOTARY ACKNOWLEDGEMENT

State of Florida

County of Franklin County

The foregoing instrument was acknowledged before me this 15th day of April, 2021, by the undersigned, Mary Lawhon, who is personally known to me or satisfactorily proven to me to be the person whose name is subscribed to the within instrument.

Kelly Collins

Signature

Kelly Collins

Notary Public

KELLY T. COLLINS NOTARY PUBLIC STATE OF FLORIDA My Comm Expires August 13, 2022 No. GG 248291

My Commission Expires: 8-13-2022

MARY LAWHON
1891 HIGHWAY 98 W
P. O. BOX815
CARRABELLE, FLORIDA 32322

March 2, 2021

Franklin County Board of County Commissioners
Franklin County Planning & Zoning Board
Franklin County Courthouse
Apalachicola, Florida

Re: 1865 Highway 98 W
Tax ID 25-07S-05W-0000-0060-0000

Dear Sirs:

As the owner of Blakey's Beach, LLC located at 1865 Highway 98 W, Carrabelle, Florida I am writing to let you know that I fully support the rezoning of the above referenced property from Residential to C4 mixed use. For reference, the property is directly east of the Camp Gordon Johnston Museum, across from the Carrabelle beach wayside park, and west of the Carrabelle Beach RV Resort.

Not only as owner of the property but as a resident located at 1891 Highway 98 West, my husband, Max Lawhon and I whole heartly endorse this effort. Also, I applaud the efforts of the Whaleys to bring a much needed business and tax revenue to the county.

Should you have any questions concerning this rezoning, please do not hesitate to contact me at 850-933-4166 or by email at j.lawhon@mchsi.com.

Sincerely,

BLAKEY'S BEACH, LLC

Mary Lawhon

Mary Lawhon

STATE OF FLORIDA
COUNTY OF FRANKLIN

The foregoing instrument was acknowledged before on March 2, 2021 by MARY LAWHON who is personally known to me or has produced driver's license as identification.

Kelly Collins
NOTARY

3.2.21
DATE

STAMP

KELLY T. COLLINS NOTARY PUBLIC STATE OF FLORIDA
My Comm. Expires August 13, 2022
No. GG 248291

CARRABELLE BEACH
RV RESORT COA

March 5, 2021

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

Board of County Commissioners Franklin County
Franklin County Courthouse Annex
912 N.W. Avenue A
Carrabelle, FL 32322

Dear Sir/Madam:

I met with Cheryl and Lorne Whaley the other day here at the resort and I'm thrilled at the idea of a food vending truck, UP GRIT CREEK, being located near the resort and the public beach. I believe this would be beneficial to this area and a great new source of revenue for Carrabelle as well as Franklin county. It would also give much needed employment to our local residents. Our resort stays quite full and having this service available would be enjoyed by our tourists and locals in the beach area. Guests could walk to the venue or ride their bikes and/or carts. People at the public beach would also have access and with all things COVID our business here and at the beach is only growing. There are not enough restaurants in the Carrabelle area anyway and having one near the Carrabelle Beach RV Resort and our public beach is an awesome idea. I feel the re-zoning to mixed use should be approved and I'm in favor of the re-zoning. I believe the people in this area and Carrabelle would also appreciate it being approved.

I'm hoping this letter helps with your decision. I also hope the cross walk to the beach that is currently in the works comes to fruition. We love Carrabelle and our beach. Having both access to a restaurant as well as cross walk would only improve and

make even better what we already have. B. ppy Campers and Guests are good for our Carrabelle.

Should you have any questions, please feel free to give me a call anytime at 850-697-2638. Have a good day. Thank you.

Penny Hall, CAM/General Manager
Carrabelle Beach RV Resort
1843 Hwy 98 W
Carrabelle, FL 32322
phall@carrabellebeachrv.com

March 3, 2021

Lee & Kathleen Bouchelle
1859 Highway 98 W
Carrabelle, Florida 32322

To Whom it Concerns,

Please accept this letter as support for the rezoning of 1865 Highway 98 W, Carrabelle Florida 32322 to facilitate the food truck they wish to set up on the property.

We were made aware of Up Grit Creeks' intentions and we support their endeavor.

Thank you.

Regards,

Lee & Kathleen Bouchelle

Camp Gordon Johnston World War II Museum
Post Office Box 1334
Carrabelle, Florida 32322
(850) 697-8575

March 22, 2021

Planning and Zoning Board
Franklin County
34 Forbes Street, Suite 1
Apalachicola, FL 32320

Subject: Letter of Support for Property Rezoning

Chairman and Board Members:

The Board of Directors of the Camp Gordon Johnston [CGJ] Association and WWII Museum unanimously support the requested rezoning of the lot located at 1865 Hwy 98 W, Carrabelle, Florida.

The identified property is located adjacent [east] of the museum property. The proposed C-4 zoning and initial use as a food service business, creates no conflict with the CGJ Z-1 public use zoning.

Cheryl and Lorne Whaley, owner/operators of 'Up Grit Creek', presented their business plan to the CGJA Board on March 8th. The Whaley's stated business operation should provide improved traffic visibility both entering and exiting from US Hwy 98.

The CGJ Board of Director mission is to increased visitation of multi-generational members of the public being made aware of the accomplishments and sacrifices made by WWII soldiers that were trained at CGJ.

Should further information be needed, please contact me.

Sincerely,

Randy Usher
President, CGJ WWII Museum

The Camp Gordon Johnston Association, Inc., is a designated IRS 501 (c) (3) Non Profit Organization

File Attachments for Item:

A. Consideration of a request for Special Exception in the C1 Commercial Fishing District to construct a 27'x 40' Water Dependent Tourist Commercial Facility (Kayak Rental Facility) located at 444 Highway 98, 150 feet facing Highway 98, Apalachicola, Franklin County, Florida. Request submitted by Barbara Mathis, applicant. **P&Z Board recommended approval of the Special Exception.**

*****Staff recommends deferring this request until the Building Department and the Floodplain Administrator has an opportunity to discuss the building/shed currently on the property with no record of a permit.**

BOARD ACTION: Approve, Table, or Deny

qPublic.net™ Franklin County, FL



Overview



Legend

- Parcels
- Roads
- City Labels

Parcel ID	11-09S-08W-0000-1300-0000	**Alternate ID**	08W09S11000013000000	**Owner Address**	MATHIS BARBARA
Sec/Twp/Rng	11-9S-8W	**Class**	VACANT		304 24TH STREET
Property Address	-	**Acreage**	n/a		APALACHICOLA, FL 32320
District	1				
Brief Tax Description	150 FT FACING HWY 98 OR (Note: Not to be used on legal documents)				

Date created: 4/8/2021
Last Data Uploaded: 4/8/2021 7:46:41 AM

Developed by Schneider GEOSPATIAL

ADVISORY BOARD OF ADJUSTMENT APPLICATION
FRANKLIN COUNTY BUILDING DEPARTMENT
34 Forbes Street, Suite 1, Apalachicola, Florida 32320
Phone: 850-653-9783 Fax: 850-653-9799
http://www.franklincountyflorida.com/planning_building.aspx

ADVISORY BOARD OF ADJUSTMENT APPLICATION

PROPERTY OWNER'S NAME: Barbara Mathis
MAILING ADDRESS: 304 24th Street City/State/Zip: Apalachicola, Fla. 3232
PHONE #: _____ CELL #: 850-370-6199 EMAIL: _____

AGENT'S NAME: _____
MAILING ADDRESS: _____ City/State/Zip: _____
PHONE #: _____ CELL #: _____ EMAIL: _____

PROPERTY DESCRIPTION: 911 Address: 444 Highway 98, Apalachicola
Lot/s: _____ Block: _____ Subdivision: _____ Unit: _____
Parcel Identification #: 11-09S-08W-0000-1300-0000
JURISDICTION: □ Franklin County
☒ Apalachicola □ Eastpoint □ St. George Island □ Carrabelle □ Dog Island □ Lanark/ St. James □ St. Teresa □ Alligator Point

LEGAL DESCRIPTION OF THE PROPERTY: (MUST ATTACH LEGAL DESCRIPTION)

DESCRIPTION OF REQUEST: Special Exception for Water dependent tourist commercial facility

ADVISORY BOARD OF ADJUSTMENT DATE: _____

RECOMMENDED APPROVAL: ____ **RECOMMENDED DENIAL:** ____ **RECOMMENDED TO TABLE:** ____
CONDITIONS: _____

BOARD OF COUNTY COMMISSION MEETING DATE: _____
APPROVED: _____ **DENIED:** _____ **TABLED:** _____
CONDITIONS: _____

Instructions: Complete application, including proof of ownership in the form of deed, detailed description of request including any necessary information supporting request (site plan/survey) and application fee of $250.00. Return to the following address:

Franklin County
34 Forbes Street, Suite 1
Apalachicola, FL 32320

THIS VARIANCE REQUEST WILL EXPIRE ONE YEAR FROM DATE OF APPROVAL BY THE FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONER.

APPLICATION FOR DEVELOPMENT

FRANKLIN COUNTY BUILDING DEPARTMENT
34 Forbes Street, Suite 1, Apalachicola, Florida 32320
Phone: 850-653-9783 Fax: 850-653-9799
http://www.franklincountyflorida.com/planning_building.aspx

PERMIT # _____
FEE: $ _____
RADON: $ _____
TOTAL: $ _____

NOTE TO APPLICANTS AND PERMIT HOLDERS:
VIOLATIONS OF THE TERMS AND CONDITIONS OF THIS PERMIT MAY WARRANT A STOP WORK ORDER OR REVOCATION OF THIS PERMIT. THIS PERMIT IS VALID FOR ONE YEAR FROM THE DATE OF ISSUANCE. CONSTRUCTION MUST COMMENCE WITHIN SIX MONTHS OF THIS DATE:
ISSUANCE DATE: _____ **EXPIRES:** _____

- ☐ New Constuction
  - ☐ Commercial
  - ☐ Residential
- ☐ Substantial Improvement
- ☐ Less than Substantial

APPLICATION MUST BE COMPLETE: (Incomplete applications will be review once it has)

Property Owner/s: Barbara Mathis
Contact Information: Home #: _____ Cell #: 850-370-6199
Mailing Address: 304 24th Street City/State/Zip: Apalachicola, Fla. 32320
EMAIL Address: _____

Contractor Name: _____ Business Name: _____
Contact Information: Office #: _____ Cell #: _____
State License #: _____ County Registration #: _____
Mailing Address: _____ City/State/Zip: _____
EMAIL Address: _____

PROPERTY DESCRIPTION: 911 Address: 444 Highway 98 Apalachicola
Lot/s: _____ Block: _____ Subdivision: _____ Unit: _____
Parcel Identification #: 11-09S-08W-0000-1300-0000
JURISDICTION: ☐ Franklin County
☒ Apalachicola ☐ Eastpoint ☐ St. George Island ☐ Carrabelle ☐ Dog Island ☐ Lanark/ St. James ☐ St. Teresa ☐ Alligator Point

DESCRIPTION OF DEVELOPMENT: Kayak Rental
ZONING DISTRICT: C-1 CONTRACT COST: _____

HEATED SQ FT: _____ UN-HEATED SQ FT: _____ TOTAL SQUARE FOOT: _____
ROOF MATERIAL: _____ FOUNDATION TYPE: _____ LOT DEMENSION: _____
NO. OF STORIES: _____ STORAGE SQ FOOTAGE: _____ GAS UTILITIES: _____
(Requires Building or General Contractor if over 3 habitable stories including mezzanines.)
(VE Zones: 299 Sq. Foot or Less and MUST be certified breakaway construction by Engineer)

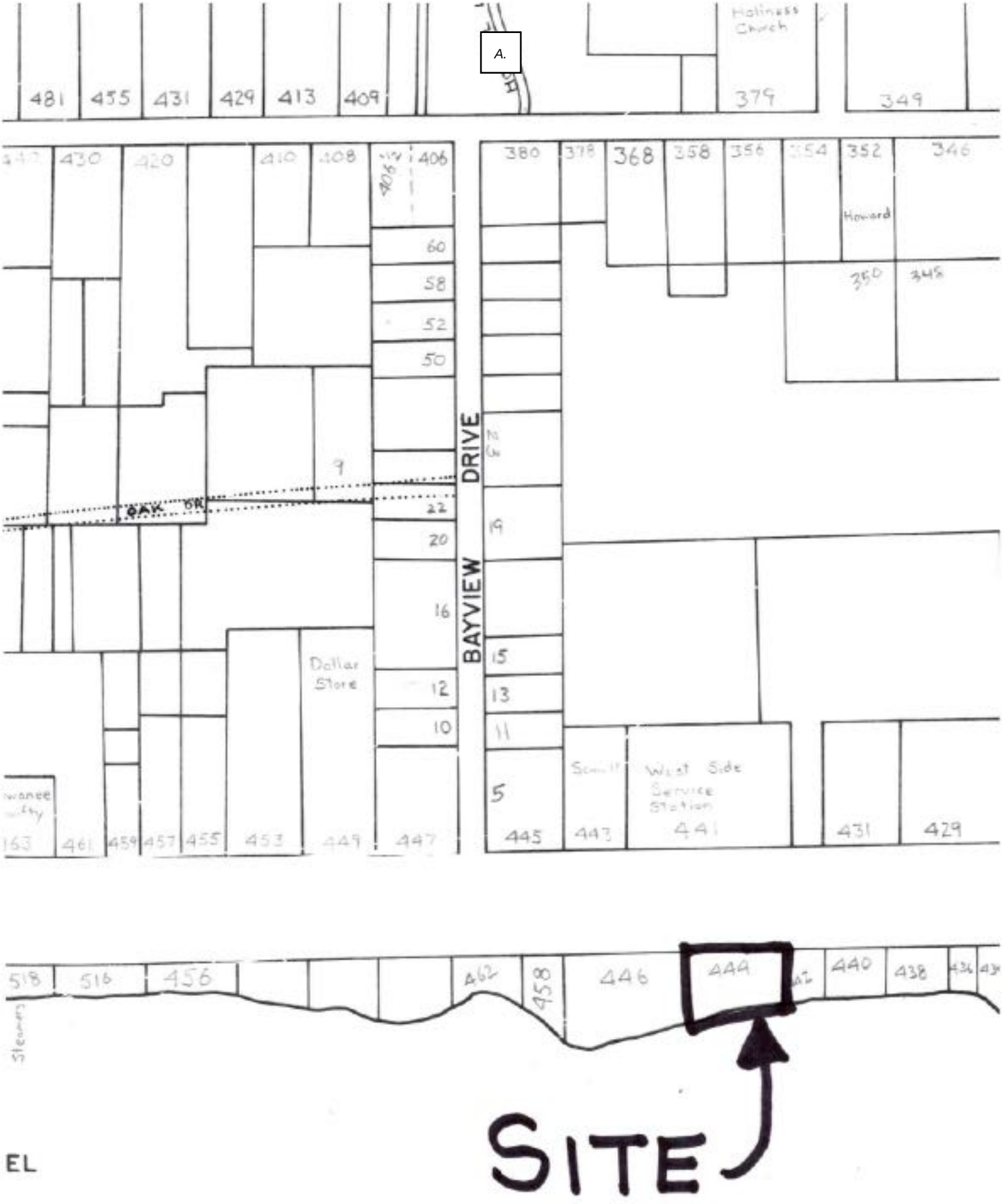
SEPTIC TANK PERMIT # _____ OR SEWER DISTRICT: _____
WATER DISTRICT: _____ OR PRIVATE WELL: _____

WATER BODY: Apalachicola Bay
CRITICAL SHORELINE DISTRICT: ☒ YES OR NO ○ CRITICAL HABITAT ZONE: ○ YES OR NO ○

FLOOD ZONE INFORMATION: EFFECTIVE DATE: February 5, 2014

PANEL NUMBER: 12037C0509G **FIRM ZONE/S**: AE 13' and VE 13'
ELEVATION REQUIREMENTS AS PER SURVEY: _____
☐ Requires V-Zone Certification ☐ Requires Elevation Certificates ☐ Requires Smart Vents ☐ Requires Breakaway Walls

BUILDING OFFICIAL	DATE	FLOODPLAIN ADMIN.	DATE	OWNER/CONTRACTOR	DATE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Howard
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BAYVIEW DRIVE
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445
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West Side Service Station
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516
456
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446
444
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438
436
Steamers
SITE
EL


SITE

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qPublic.net™ Franklin County, FL

Parcel Summary

Parcel ID	11-09S-08W-0000-1300-0000
Location Address	- 32320
Brief Tax Description*	150 FT FACING HWY 98 OR 87/109 OR 290/236 507/273 699/177 1285/525
	*The Description above is not to be used on legal documents.
Property Use Code	VACANT (000000)
Sec/Twp/Rng	11-9S-8W
Tax District	County (District 1)
Millage Rate	11.2322
Acreage	0.000
Homestead	N

View Map

Owner Information

Primary Owner
Mathis Barbara
304 24th Street
Apalachicola, FL 32320

Land Information

Code	Land Use	Number of Units	Unit Type	Frontage	Depth
000130	SFR WATER	150.00	FF	0	0

Sales

Multi Parcel	Sale Date	Sale Price	Instrument	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
N	12/16/2020	$150,000	WD	1285	525	Qualified (Q)	Vacant	KOLB	MATHIS
N	05/24/2002	$200,000	WD	699	177	Qualified (Q)	Vacant	MARSHALL	KOLB

Valuation

	2020 Certified	2019 Certified	2018 Certified	2017 Certified	2016 Certified
Building Value	$0	$0	$0	$0	$0
Extra Features Value	$0	$0	$0	$0	$0
Land Value	$45,000	$45,000	$45,000	$45,000	$45,000
Land Agricultural Value	$0	$0	$0	$0	$0
Agricultural (Market) Value	$0	$0	$0	$0	$0
Just (Market) Value	**$45,000**	**$45,000**	**$45,000**	**$45,000**	**$45,000**
Assessed Value	$45,000	$41,432	$37,665	$34,241	$31,128
Exempt Value	$0	$0	$0	$0	$0
Taxable Value	$45,000	$41,432	$37,665	$34,241	$31,128
Maximum Save Our Homes Portability	$0	$3,568	$7,335	$10,759	$13,872

*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.

TRIM Notice 2020

2020 TRIM Notice (PDF)

TRIM Notice 2019

2019 TRIM Notice (PDF)

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.
User Privacy Policy
GDPR Privacy Notice

Developed by Schneider GEOSPATIAL

Last Data Upload: 3/26/2021, 7:41:53 AM

Version 2.3.113

A.



Island Fit SUP&Yoga dba "The Outpost"
BUSINESS PLAN

Prepared by:

Samantha Fortunas Mathis, Barbara Mathis 370-6199

932 W Pine Ave
Eastpoint, Florida 32328
850-980-4204
samantha.fortunas@gmail.com

www.islandfitsup.com

444 Highway 98
Apalachicola, Florida 32328

I. EXECUTIVE SUMMARY

Island Fit SUP&Yoga dba "The Outpost" (referred to from hereon in as the "Company")was established as a Limited Liability Company at 932 W Pine Ave, Eastpoint, Florida 32328 with the expectation of rapid expansion in the ecotourism industry.

Business Description

The Company was formed on 5/11/2012 as Limited Liability Company under Florida state laws and headed by Samantha Fortunas Mathis, Barbara Mathis.

Samantha Fortunas Mathis graduated Florida State University in 2012 and promptly started her paddleboard business Island Fit Stand Up Paddleboard Fitness on St. George Island. She then became a certified yoga teacher and a licensed charter captain to expand on her ventures and share her love for the local area.

Management Team

The Company has assembled an experienced management team:
Property Owner - Barbara Mathis, *Landlord of proposed business sight for "The Outpost" at 444 Highway 98, Apalachicola Florida.*

Business Mission

The Outpost's mission is to promote ecotourism through education and protection of Franklin County's local estuarine ecosystem and natural resources via guided and self-guided stand up paddleboard excursions, kayak tours and charter boat related activities.

New Service

The Company is prepared to introduce the following service to the market:

Water-related Activities : Paddleboard Lessons
Paddleboard Rentals
Paddleboard Tours
Paddleboard Yoga
Beach/shore Yoga
Kayak Rentals
Kayak Tours
Charter Boat Tours
Charter Boat Fishing
Charter Boat Shelling Trips
Sunset Cruises- paddleboard, kayak, boat
Guided and self-guided ecotours
Creature Features for kids
Birding Tours
Wildlife Tours

II. BUSINESS SUMMARY

Industry Overview

In the United States, the ecotourism industry presently makes 0 dollars in sales.

Research shows that consumers in this industry primarily focus on the following factors when making purchasing decisions:
Decision factors include:
Income and tourist/vacation budget
Family size and age range
Comfort with the water/bay

Business Goals and Objectives

Short Term:
Be operational by May of 2021 for the "high season":
-Need to obtain water and power permits for property at 444 Highway 98 Apalachicola, Florida in order to facilitate office.
-Have a fleet of 5-10 stand up paddleboards available for lessons and rentals.
-Have a fleet of 5-10 kayaks available for self-guided tours and rentals.
-Have an operational dock and fish cleaning station for charter captains and clients.

Legal Issues

The Company affirms that its promoters have acquired all legally required trademarks and patents.

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PROPOSED STAIRS
PROPOSED 10' x 5' OFFICE LANDING
PROPOSED 5' WIDE ADA RAMP
KAYAK OFFICE (EXISTING)
EXISTING 15' x 40' KAYAK OFFICE
KAYAK OFFICE DECK (PROPOSED)
PROPOSED 5' WIDE ADA RAMP
PROPOSED STAIRS
40'-0"
PROPOSED 12' x 40' OFFICE DECK FOR KAYAK STORAGE
EXISTING PIER PILES
PROPOSED PIER TO LAUNCH AND RETRIEVE KAYAKS

File Attachments for Item:

A. The Franklin County Board of County Commissioners is seeking civil engineering services relating to the construction engineering and inspection (CEI) of the multi-use trail and bike path on the CR 370 Alligator Point Multi-Use Path Project. The scope of this project will include the construction of a 10' multi-use path from George Vause Road eastward for approximately 1 mile to Gulf Shore Boulevard on Alligator Point, FL as identified in the County's Local Agency Participation contract with the Florida Department of Transportation (FDOT). Consideration will be given to only those firms that are qualified pursuant to law and that have been prequalified by FDOT to perform the indicated types of work.

FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS
REQUEST FOR PROPOSALS
FDOT FPID NO. 429854-2-68-01

The Franklin County Board of County Commissioners is seeking civil engineering services relating to the construction engineering and inspection (CEI) of the multi-use trail and bike path on the CR 370 Alligator Point Multi-Use Path Project. The scope of this project will include the construction of a 10' multi-use path from George Vause Road eastward for approximately 1 mile to Gulf Shore Boulevard on Alligator Point, FL as identified in the County's Local Agency Participation contract with the Florida Department of Transportation (FDOT). Consideration will be given to only those firms that are qualified pursuant to law and that have been prequalified by FDOT to perform the indicated types of work.

Work Types:	10.1 – Roadway Construction Engineering Inspection
Response Deadline:	Monday, April 19, 2021 at 4:30 P.M. EDT
Opening Date:	Tuesday, April 20, 2021 at the County Commission meeting which begins at 9:00 A.M. EDT.

This project is federally funded with assistance from the FDOT and the Federal Highway Administration (FHWA). By submitting a letter of response, the Consultant certifies that they are in compliance with FDOT Procedure No. 375-030-006 (Restriction on Consultants Eligibility to Compete for Department Contracts) and that no principle is presently suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation on this transaction by any Federal Department or Agency.

Information regarding the proposal and the complete Request For Proposals package can be obtained from Cortni Bankston, Administrative Assistant, 850-653-9783 x-180 or cortnib@franklincountyflorida.com. In order to ensure a fair, competitive, and open process, once a project is advertised for proposals, all communications between interested firms and the County must be directed to Cortni Bankston, Administrative, 850653-9783 x-180 or cortnib@franklincountyflorida.com.

If interested, qualified Consultants are required to submit the original and two (2) copies of the letter of response to the Franklin County Clerk's Office, 33 Market Street, Suite 203, Apalachicola, FL 32320 by the response deadline. All letters of response shall be sealed and marked on the outside of the envelope "**RFQ #429854-2-68-01; CR 370 Alligator Point Multi-Use Path Project CEI Services**".

File Attachments for Item:

A. Action Items

1. Buddy Ward Artificial Reef Project

Walter Marine of Orange Beach Alabama was the top ranked and only proposer for the Buddy Ward Artificial Reef Project. The ranking committee recommends the Board enter into a contract with Walter Marine as Walter Marine meets all contractor requirements of the RFP. The grant award requires the deployment of at least 25 concrete prefabricated reef modules to construct three reef complexes in the Buddy Ward permit site located approximately 7.5 nautical miles off Bob Sikes Cut. Walter Marine's proposal will deploy 30 reef modules for the contract price of $70,000. The deployment is to occur prior to August 1, 2021 and upon deployment, the GPS coordinates will be posted online via the Apalachicola Artificial Reef Association's website: www.apalachicolareef.org.

Board action to authorize the chairman's signature on the attached contract with Walter Marine for the Buddy Ward Artificial Reef Project.

2. Budget Resolution Buddy Ward Artificial Reef Project

Pursuant to FS 129.06, the attached budget resolution is needed to incorporate the unanticipated revenues from the Florida Fish and Wildlife Conservation Commission's $60,000 state grant and the $10,000 contribution from the Apalachicola Artificial Reef Association into the 2020/2021 county budget. The corresponding $70,000 expenditure line item will be 001.20.572.3401 titled Other Contract Services, Buddy Ward Reef Project.

Board action to adopt the attached resolution to incorporate the unanticipated grant revenues into the county budget to fund the artificial reef project.

3. CARES Act Update, State Shared Gas Tax Revenues

The Florida Department of Revenue distributes state shared revenue proceeds several months after the collection period. The final state shared gas tax revenues were not received until December. As the COVID pandemic shifted into crisis mode in late March of 2020 - the state shared gas tax revenue estimates used in the budget process for 19/20 as released by the State of Florida were short by $162,029.33. As the CARES funds can be used to offset losses in revenue, it is requested that the BOCC authorize booking $162,029.33 of CARES funds in the Road and Bridge Fund to stabilize the Road Department budget which is funded primarily by gas taxes. Should the BOCC approve, this will leave approximately $66,763.78 remaining from the 1st CARES allocation. The CARES cost tracking workbook with the proposed entry is attached and the impacted shared revenues are listed in the attached table.

Board action to authorize booking Cares Revenues in the Road and Bridge Fund to offset losses in State Shared Gas Tax Revenue Proceeds.

4. State Attorney Information Technology Line Item

Franklin County received a request from Mary Dean Barwick the Executive Director of the State Attorney's Office to authorize a line-item budget amendment whereas the $6,500 budgeted in the State Attorney's information technology contractual services budget to be used for the funding of a

shared information technology position. There will be no change in total budget for the State Attorney's Office.

Board action to authorize the line-item budget amendment and authorize the attached memo be sent back to Ms. Barwick to confirm the change.

5. Sheriff's Department E911 Grants

a. At the March 16th Commission Meeting, the Board authorized signing the RapidDeploy grant application. Attached to this report is the grant agreement which was sent to the county from the Department of Management Services. The $63,960 grant is part of the tri-county rural grant for five years of software licensing that will interface the newly updated mapping data with the E911 system at the Sheriff's Department. The RapidDeploy system combines mapping and data analytics with cloud-based software. This grant is funding the replacement of the existing GEOCOMM software which is out of date.

Board action to authorize the Chairman to sign the attached grant agreement.

b. County Attorney Michael Shuler reviewed the MOU between the twelve region counties relative to the $422,816 Region 1 GIS Mapping Project NG-911 Grant and the Chairman signed the attached Regional MOU on April 13th. The regional MOU was a necessary cornerstone of the regional grant application. As this is a twelve-county project, all counties will be signing the MOU, applications, and vendor contracts to comprise one regional project. The five-year grant will interface mapping data within the region and will leverage technology to enhance response time, provide additional mapping data and services to process incoming 911 calls. Once the application is signed, a grant agreement will follow shortly after along with the vendor contract and sole source provider letter.

Board action to authorize the chairman's signature on the attached grant application for the Twelve County Region 1 GIS E911 Mapping Grant.

A.

MEETING DATE: April 20, 2021

NAME/DEPARTMENT/AGENCY: Erin Griffith, Fiscal Manager/Grants Coordinator

TOTAL ATTACHMENTS: 4

==========

1. BOARD ACTION: Buddy Ward Artificial Reef Project

   Walter Marine of Orange Beach Alabama was the top ranked and only proposer for the Buddy Ward Artificial Reef Project. The ranking committee recommends the Board enter into a contract with Walter Marine as Walter Marine meets all contractor requirements of the RFP. The grant award requires the deployment of at least 25 concrete prefabricated reef modules to construct three reef complexes in the Buddy Ward permit site located approximately 7.5 nautical miles off Bob Sikes Cut. Walter Marine's proposal will deploy 30 reef modules for the contract price of $70,000. The deployment is to occur prior to August 1, 2021 and upon deployment, the GPS coordinates will be posted online via the Apalachicola Artificial Reef Association's website: www.apalachicolareef.org.

   Board action to authorize the chairman's signature on the attached contract with Walter Marine for the Buddy Ward Artificial Reef Project.

2. BOARD ACTION: Budget Resolution Buddy Ward Artificial Reef Project

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   Board action to adopt the attached resolution to incorporate the unanticipated grant revenues into the county budget to fund the artificial reef project.

3. BOARD ACTION: CARES Act Update, State Shared Gas Tax Revenues

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TAX DESCRIPTION	REVENUE CODE	BUDGETED 19/20	ACTUAL RECEIVED 19/20	VARIANCE
LOCAL GOVERNMENT 1/2 CENT SALES TAX	140.335.180	$ 341,056.00	$ 283,106.74	$ (57,949.26)
9TH CENT GAS TAX	140.312.300	$ 14,052.00	$ 13,022.64	$ (1,029.36)
COUNTY FUEL TAX	140.335.491	$ 367,771.00	$ 332,450.97	$ (35,320.03)
CONSITUTIONAL FUEL TAX	140.335.492	$ 835,985.00	$ 768,254.32	$ (67,730.68)
		$ 1,558,864.00	**$ 1,396,834.67**	$ (162,029.33)

Board action to authorize booking Cares Revenues in the Road and Bridge Fund to offset losses in State Shared Gas Tax Revenue Proceeds.

4. BOARD ACTION: State Attorney Information Technology Line Item

Franklin County received a request from Mary Dean Barwick the Executive Director of the State Attorney's Office to authorize a line-item budget amendment whereas the $6,500 budgeted in the State Attorney's information technology contractual services budget to be used for the funding of a shared information technology position. There will be no change in total budget for the State Attorney's Office.

Board action to authorize the line-item budget amendment and authorize the attached memo be sent back to Ms. Barwick to confirm the change.

A.

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

MEMO

DATE: April 20, 2021

TO: Mary Dean Barwick, Executive Director for State Attorney's Office

FROM: Ricky D. Jones / Chairman, Board of County Commission

SUBJECT: 2021 Franklin County State Attorney Information Technology

Franklin County will allow fiscal year 2020/2021 funding currently allocated for the State Attorney's information technology contractual services budget to be used for funding of an Information Technology position (not to exceed $6,500) in the State Attorney's Office. It is also our understanding that the funds allocated for this position will be appropriated with the State of Florida. This initiative may be renewed as funding is available. These funds will not be subject to the 8% service charge under Florida Statute 215.22.

R D. JONES, DISTRICT ONE | BERT BOLDT, DISTRICT TWO | NOAH LOCKLEY, JR., DISTRICT THREE | JOSEPH PARRISH, DISTRICT FOUR | JESSICA V. WARD, DISTRICT FIVE

A.

Zimbra **egriffith@franklinclerk.com**

SAO2 Budget Request 20-21

From : Mary Dean Barwick <BarwickM@leoncountyfl.gov>

Thu, Jun 04, 2020 01:44 PM

1 attachment

Subject : SAO2 Budget Request 20-21

To : egriffith@franklinclerk.com, lphillips@franklinclerk.com

	Office of the State Attorney		
	Second Judicial Circuit		
	2020-21 Franklin County Article V Budget Request		
	Communications	4,000	
	Maintenance & repair	6,400	
	Contractual services	6,500	
	IT supplies	~~2,750~~	
	Machinery and Equip	4,500	
		24,150	

Thank you,

Mary Dean Barwick, CPA
Executive Director
Office of the State Attorney
Second Judicial Circuit
301 S Monroe St, Suite 475
Tallahassee, FL 32399-2550
850-606-6015

Erin Griffith

From: Michael Moron <michael@franklincountyflorida.com>
Sent: Friday, April 16, 2021 2:59 PM
To: Erin Griffith
Subject: Fwd: Memo needed
Attachments: Franklin IT support.pdf; Untitled attachment 00444.htm

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

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

Begin forwarded message:

From: Mary Dean Barwick <BarwickM@leoncountyfl.gov>
Subject: FW: Memo needed
Date: April 16, 2021 at 1:18:18 PM EDT
To: "michael@franklincountyflorida.com" <michael@franklincountyflorida.com>

I apparently had your wrong email! I cc Lynda and hope to see from you all soon!
Happy Friday!!

-----Original Message-----
From: lphillips@franklinclerk.com <lphillips@franklinclerk.com>
Sent: Friday, April 16, 2021 1:16 PM
To: Mary Dean Barwick <BarwickM@leoncountyfl.gov>
Subject: Re: Memo needed

Hi Mary,

Michael's email is michael@franklincountyflorida.com.

Linda

----- Original Message -----
From: "Mary Dean Barwick" <BarwickM@leoncountyfl.gov>
To: "lphillips" <lphillips@franklinclerk.com>
Sent: Friday, April 16, 2021 12:13:38 PM
Subject: FW: Memo needed

Is my email address correct for Michael? It keeps getting kicked back. I feel I have used them one before with no problems.
Thank you!

From: Mary Dean Barwick
Sent: Friday, April 16, 2021 12:04 PM
To: 'mmoron@franklinclerk.com' <mmoron@franklinclerk.com>
Subject: FW: Memo needed

From: Mary Dean Barwick
Sent: Friday, April 16, 2021 11:54 AM
To: lphillips@franklinclerk.com<mailto:lphillips@franklinclerk.com>
Cc: 'mmoron@franklinclerk.com'
<mmoron@franklinclerk.com<mailto:mmoron@franklinclerk.com>>
Subject: FW: Memo needed

Good morning Lynda! Michael asked that I forward you this request. We are needing a memo from Franklin county in order to set up this reimbursement fund that the State is requiring us to have.
Let me know if you have any questions. We need by Tuesday if possible.
Thank you!

From: Mary Dean Barwick
Sent: Monday, April 12, 2021 11:04 AM
To: 'mmoron@franklinclerk.com'
<mmoron@franklinclerk.com<mailto:mmoron@franklinclerk.com>>
Cc: Shelley Jeziorski <JeziorskiS@leoncountyfl.gov<mailto:JeziorskiS@leoncountyfl.gov>>
Subject: Memo needed

As of February 2021, we have switched up our IT personnel a little bit and have moved from a vendor Contract to a hired State employee. With salary reimbursements, the state requires us to set up a separate fund for tracking. In the past we have invoiced you for Franklin county's portion of this Contract. We will now invoice for the actual salaries paid to this new employee. The amount we are requesting has not changed. However, we will need a memo signed by your budget office in order to set up this fund. The allocation is attached as well as a copy of our memo from Leon County that you can use to duplicate.
Please let me know if I need to call to further explain.
I hope everything is good with you all!

Thank you,

Mary Dean Barwick, CPA
Executive Director
Office of the State Attorney
Second Judicial Circuit
301 S Monroe St, Suite 475
Tallahassee, FL 32399-2550
850-606-6015

RESOLUTION
FRANKLIN COUNTY
BOARD OF COUNTY COMMISSIONERS

WHEREAS, Franklin County is a political subdivision of the State of Florida and subject to Florida Statutes Chapter 129 regarding preparation of budgets, and

WHEREAS, FS 129.06 provides for budget amendments for unanticipated revenues, and

WHEREAS, Franklin County will receive unanticipated state grant revenues in the amount of $60,000.00 from the Florida Fish and Wildlife Commission and a contribution from the Apalachicola Artificial Reef Association of $10,000.00 for the payment of expenses relative to the Buddy Ward Artificial Reef Project and

WHEREAS, said revenue is needed to pay certain expenditures incurred in Fiscal Year 2020-2021 and

WHEREAS, FS 129.06(2)(d) provides for budget amendments in relation to receipts and expenditures of the nature that is received, and

WHEREAS, this section requires the Board of County Commission to spread on its minutes the expenditures for the purpose of:

001.20.572.3401 Other Contract Svcs-Buddy Ward Artificial Reef Proj. $70,000.00

NOW THEREFORE, BE IT RESOLVED, Franklin County Board of County Commissioners appropriates these unanticipated revenues in the amount of $70,000.00 in the GENERAL FUND in order to comply with FS129(2)(d).

THIS RESOLUTION ADOPTED by the Franklin County Board of County Commissioners this 20th day of APRIL 2021.

_____

RICKY D. JONES, CHAIRMAN

ATTEST:

_____

MICHELE MAXWELL, CLERK OF COURTS

A.

CONTRACT

This contract made this **20th** day of **April, 2021** between, Franklin County, Florida, hereinafter called the COUNTY, and **Walter Marine**, hereinafter called the CONTRACTOR.

WITNESSETH, that the County and the Contractor for the consideration state herein agree as follows:

1. **SCOPE OF WORK**. See attached accepted proposal per RFP

2. **THE CONTRACT PRICE**. The County shall pay to the Contractor for the performance of this contract the sum as specified in the attached accepted proposal for said work not to exceed **$70,000.00.**

3. **DURATION OF CONTRACT.** The contract shall take effect upon final execution and terminate **August 1, 2021.**

4. **ASSIGNMENTS.** This contract shall not be sublet, transferred, assigned or otherwise conveyed by the Contractor without prior written approval of the County.

5. **TERMINATION OF THIS CONTRACT.** The County reserves the right to terminate or suspend the contract in whole or in part at any time the interest of the County requires such termination or suspension. The County shall notify the Contractor in writing of such action with instructions as to the effective date of termination or suspension or specify the stage of work at which the action is to be taken.

   If the County determines that the performance of the Contractor is not satisfactory, the County shall have the option of: (a) immediately terminating the contract, or (b) notifying the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time. Failure to correct such deficiencies in the specified time will result in the Contractor being declared in default and the contract may be terminated.

   If the Contract is terminated for cause before the performance is completed, the Contractor shall be paid for the work units satisfactorily deployed and accepted at the contract unit price.

6. **DEFAULT OF CONTRACT.** If the Contractor fails to begin the work under the Contract the County shall have full power or authority, without violating the contract, to take the work out of the hands of the Contractor and to declare the contract in default.

7. **PRESERVATION OF PROPERTY**. The Contractor shall preserve from damage all property associated with, or which is in the vicinity of, or is in any way affected by the work. This applies to public and private property and/or utilities. Any damage occurring to such properties shall be immediately repaired at the expense of the Contractor.

8. **HOLD HARMLESS AND INSURANCE.** To the extent allowed by law, the Contractor shall Indemnify, defend, and save and hold harmless, the County, all of its officers, agents, or employees from all suits, actions, claims, demands, and liabilities of any nature whatsoever arising out of, because of, or due to breach of this agreement by the Contractor, its sub-contractors, agents, or employees or due to any negligent act or employees. Neither Contractor nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents, or employees.

9. **GENERAL LIABILITY INSURANCE.** The Contractor shall maintain general liability insurance or at least $1,000,000 per person and property damage insurance, holding the County harmless for the contractor's negligence. The Contractor must provide Worker's Compensation Insurance on all employees working unless otherwise exempt. Certificates of such insurance shall be filed with the County prior to beginning work under this contract and shall be subject to approval for adequacy of protection.

10. **WORKER'S COMPENSATION INSURANCE.** The Contractor A. provide Worker's Compensation Insurance (including Longshoreman's) in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefits of the Florida Worker's Compensation Law of all of its employees. The Contractor shall insure that the employees of a subcontractor are covered by similar insurance. Worker's Compensation exemptions will be accepted upon providing a current certificate, Articles of Incorporation, and a signed Franklin County Worker's Compensation Hold Harmless Agreement.

11. **PERMITS, RULES & REGULATIONS.** It shall be the Contractor's responsibility to secure all permits necessary to conduct the work in accordance with required regulations and to notify all applicable utilities or parties affected by the Contractor's operations. The Contractor shall further be responsible for all fees associated with the performance of this contract. The Contractor agrees to abide by all applicable State and Federal Laws, rules, and regulations.

12. **ACCESS TO RECORDS.** The Contractor agrees to provide access to those records, books and documentations that pertain to this project during the project period and for a three (3) year period thereafter.

13. **AUTHORIZED PERSONNEL.** The Contractor is to contact the following for any questions regarding this project: Erin Griffith, Franklin County Fiscal Manager / Grants Coordinator, 34 Forbes Street, Apalachicola, FL 32320, (850) 653-9783 Ext. 158, e-mail: erin@franklincountyflorida.com.

14. **LITIGATION.** If any litigation arises out of this Contract, venue of all such cases shall be Franklin County, Florida, and the prevailing party is entitled to a reasonable attorney fees and costs.

15. **SPECIAL CONDITIONS.** See attached accepted proposal per RFP.

In WITNESS WHEROF, the parties hereto have caused this instrument, as the 20th day of April 2021.

FRANKLIN COUNTY
BOARD OF COUNTY COMMISSIONERS

By:_____
Ricky D. Jones, Chairman

ATTEST:

_____
Michele Maxwell, Clerk

WALTER MARINE

By:_____
David Walter, Contractor

NOTARIZED SIGNATURE OF CONTRACTOR:

_____
Print, Type of Stamp Commissioned Name of Notary Public

STATE OF _____, COUNTY OF _____

The forgoing instrument was acknowledged before me this ___ day of _____, _____ who is personally known or has produced _____ as identification.

Attachment C

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all proposers/proposers, must disclose if any Franklin County, Florida employee(s), elected officials(s), of if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (an employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES_____ NO ✖

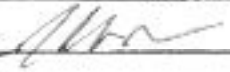
NAME(S) POSITION(S) FIRM NAME:

_____

_____

_____

BY (PRINTED): David Walter D/B/A Walter Marine

BY (SIGNATURE): 

TITLE: Owner

ADDRESS: PO Box 998

Orange Beach, AL 36561

PHONE NO. 251-979-2200

E-MAIL reefmaker@gulftel.com

Attachment D

CERTIFICATIONS AND ASSURANCES

The County will not enter this Agreement unless Contractor completes the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of this Agreement, Contractor provides the following certifications and assurances:

A. Debarment and Suspension Certification (2 CFR Part 1400)

B. Certification Regarding Lobbying (31 U.S.C. 1352)

C. Certification Regarding Public Entity Crimes (section 287.133, F.S.)

D. Certification Regarding Drug-Free Workplace Requirements (41 U.S.C. 701 et. seq.) (as applicable to recipients and sub-recipients of federal financial assistance)

E. Certification Regarding the Scrutinized Companies List (section 287.135, F.S.) (as applicable)

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.

The undersigned Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;

2. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

If Contractor is unable to certify to any of the statements in this certification, Contractor shall attach an explanation to this Agreement.

B. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned Contractor certifies, to the best of his /her knowledge and belief, that: 12/14/2020 3 No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal

grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Grant was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

C. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.

Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list.

Contractor understands and agrees that it is required to inform the City immediately upon any change of circumstances regarding this status.

D. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

(If Contractor is a Recipient of Sub-recipient of Federal Financial Assistance)

Pursuant to the Drug-Free Workplace Act of 1988, the undersigned attests and certifies that the Grantee (if not an individual) will provide a drug-free workplace by the following actions:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Establishing an ongoing drug-free awareness program to inform employees concerning:

a. The dangers of drug abuse in the workplace.

b. The policy of maintaining a drug-free workplace.

c. Any available drug counseling, rehabilitation and employee assistance programs.

d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace. 12/14/2020 4

3. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of the statement required by paragraph D.1. of this certification.

4. Notifying the employee in the statement required by paragraph D.1. of this certification that, as a condition of employment under the Agreement, the employee will:

a. Abide by the terms of the statement.

b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.

5. Notifying the County in writing ten (10) calendar days after receiving notice under subparagraph 4.b. from an employee or otherwise receiving actual notice of such conviction. Provide such notice of convicted employees, including position title, to every Grant Manager on whose Grant activity the convicted employee was working. The notice shall include the identification number(s) of each affected Contract or Grant.

6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4.b. herein, with respect to any employee who is so convicted:

a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.

b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

If the Contractor is an individual, the Contractor certifies that:

1. As a condition of the grant, Contractor will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and,

2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, Contractor will report the conviction, in writing, within 10 calendar days of the conviction, to the County. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

E. CERTIFICATION REGARDING the SCRUTINIZED COMPANIES LISTS, SECTION 287.135, F.S.

If this Grant is in the amount of $1 million or more, in accordance with the requirements of section 287.135, F.S., Grantee hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, F.S. Grantee/Contractor also hereby certifies that it is not engaged in business operations is Cuba or Syria.

County/Contractor understand that pursuant to section 287.135, F.S., the submission of a false certification may subject Grantee/Contractor to civil penalties, attorney's fees, and/or costs.

If Grantee/Contractor is unable to certify to any of the statements in this certification, Grantee/Contractor shall attach an explanation to this Grant.

By signing below, Grantee/Contractor certifies the representations outlined in parts A through E above are true and correct.

_____ Date: 3/29/21

(Signature and titles of authorized representative)

David Walter D/B/A Walter Marine

(Street)

PO Box 998

(City, State, ZIP Code)

Orange Beach, AL 36561

FWC Agreement No. 20011

Attachment E

CERTIFICATION REGARDING DEBARMENTS, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER FEDERALLY FUNDED TRANSACTIONS

Required for all contractors and subcontractors on procurement (vendor) contracts of $100,000 or more, and for all contracts and grants with sub-recipients regardless of amount, when funded by a federal grant.

1. The undersigned hereby certifies 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. The undersigned also certifies that it and its principals:

   (a) Have not within a three-year period preceding this response been convicted of or had a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

   (b) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2.(a) of this Certification; and

   (c) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State or local) terminated for cause or default.

3. Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this certification.

Dated this 29 day of MARCH, 2021

By: _____
Authorized Signature/Contractor

David Walter Owner
Typed Name/Title

David Walter D/B/A Walter Marine
Grantee Name/Contractor Name

22605 Andrews Lane
Street Address

Building, Suite Number

Orange Beach, AL 36561
City/State/Zip Code

251-979-2200
Area Code/Telephone Number

INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER FEDERALLY FUNDED TRANSACTIONS

1. By signing and submitting this form, the certifying party is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the certifying party knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Florida Fish and Wildlife Conservation Commission (FWC) or agencies with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The certifying party shall provide immediate written notice to the person to which this contract is submitted if at any time the certifying party learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this contract is submitted for assistance in obtaining a copy of those regulations.

5. The certifying party agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier contract, or other covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the FWC or agency with which this transaction originated.

6. The certifying party further agrees by executing this contract that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all contracts or lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone No. (202) 501-4740 or (202) 501-4873.)

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the FWC or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

debar.226/rev.12/00

A.

Client#: 26207 WALMA4

ACORD. CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/23/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lyon Fry Cadden Ins Agency Inc P. O. Box 160927 (251) 473-4600 Mobile, AL 36616	CONTACT NAME: Becky Ward PHONE (A/C, No, Ext): 251 473-4600 FAX (A/C, No): 251-450-0032 E-MAIL ADDRESS: bward@lyonfrycadden.com
	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Markel American Insurance Company — 28932
INSURED David Walter dba Walter Marine P. O. Box 998 Orange Beach, AL 36561	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			9CC8272311	06/01/2020	06/01/2021	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
	X BI/PD Ded:2,500						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	P&I Coverage (2) Crew Coverage			9CC827311	06/01/2020	06/01/2021	Included in Liability $2,500 Deductible	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Classification Limitation: Manufacture & Placement of Artificial Reefs and non-emergency vessel assistance

CERTIFICATE HOLDER

Franklin County
33 Market Street
Apalachicola, FL 32320

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gaylord C. Lyon, Jr.

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State of Florida

Department of State

I certify from the records of this office that WALTER MARINE is a Fictitious Name registered with the Department of State on May 8, 2002.

The Registration Number of this Fictitious Name is G02128900237.

I further certify that said Fictitious Name Registration is active.

I further certify that said Fictitious Name Registration filed a renewal on June 6, 2017, and expires on December 31, 2022.

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Seventh day of June, 2017

Ken Detzner

Secretary of State

Authentication ID: **100300043281-060717-G02128900237**

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.
https://efile.sunbiz.org/certauthver.html

TOWN OF DAVIE
Business Tax Receipts Division
6591 Orange Drive, Davie, FL 33314
Telephone: 954-797-1212
Email: btr@davie-fl.gov
Website: www.davie-fl.gov

Business Name: WALTER MARINE
Address: 4651 SW 74 TER

City, ST, Zip: DAVIE, FL, 33314

TOWN OF DAVIE

Business Tax Receipt
Effective Date: 10/1/2020
Expiration Date: 9/30/2021

License Number
158

DBA Name:
Business Name: WALTER MARINE
Address: 4651 SW 74 TER

City, ST, Zip: Davie, FL, 33314

Business Phone: (251) 979-2200
Square Footage:

License Type: Offices Desk Space No Stock

CERTIFICATE OF USE

*The Business Tax Receipt is an acknowledgment that a Business Tax has been paid pursuant to Sec. 13-17 of the Town Code. Please contact the Towns Business Tax Receipt Division if the business has ceased, moved or changed ownership.

**The Certificate of Use is an acknowledgment that the business was determined to have met the requirements of Sec. 12-382 of the Town Code. If blank, Certificate of Use details are on file with Business Tax Receipts Division.

A.

E-Verify

Company ID Number: 373965

Approved by:

Employer Walter Manne	
Name (Please Type or Print) Davic M Walter	Title
Signature Electronicaly Signed	Date 05/23/2016

Department of Homeland Security – Verification Divisicn

Name (Please Type or Print) USCIS Verfication Divsion	Title
Signature Electronically Signed	Date 05/23/2016

A.

E-Verify

Company ID Number: 273998

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Water Marine
Company Facility Address	22605 Andrews Lane Orange Beach, AL 36561
Company Alternate Address	PO Box 698 Orange Beach, AL 36561
County or Parish	BALDWIN
Employer Identification Number	[redacted]
North American Industry Classification Systems Code	339
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1

FRANKLIN COUNTY, FLORIDA

2021 BUDDY WARD ARTIFICIAL REEF PROJECT

REQUEST FOR PROPOSALS
ADDENDUM #1 DATED 03/22/21
RFP # 2020-01

Contractor must comply with ALL federal requirements listed in the attached FWC Grant Agreement 20011

RECEIVED



A.

REEFMAKER

WALTER MARINE

ARTIFICIAL REEFS

www.reefmaker.net

251-979-2200

Walter Marine offers the following reefs for consideration to

Franklin County

2021 ARTIFICIAL REEF PROJECT



General Information:

A.

Walter Marine
4651 SW 74th Terrace Dr.
Davie, FL 33314-4127
Main Office:
PO Box 998
22605 Andrews Lane
Orange Beach, AL 36561
251-979-2200
Fax 251-967-2022
SSN#[redacted]
www.reefmaker.com
Established 1968
Sole Proprietorship-David Walter D/B/A Walter Marine
Florida Secretary of State Fictitious Name - Doc. G02128900237
Davie, FL business license #158

Walter Marine was founded by David Walter in 1968 as a vessel repair/shipyard. Walter Marine/Reefmaker was founded in 1986 as the first commercial artificial reef builder on the Gulf Coast. In 1996, we built our first manufactured reef. Our business has grown over the years to include the only Corps of Engineers approved snorkeling reef and an innovative wave attenuator/reef. We have franchises on the east coast of Florida & mid Atlantic states. To date we have deployed over 50,000 artificial reefs. We have an active R&D department that continually experiments with new designs and uses for our products. Our reefs are designed for 100+ year life cycles. We produce different reef models for Snapper, Grouper, juvenile fish, estuary enhancement, snorkeling, oyster restoration and wave attenuation. In addition, we have deployed 24 ships as artificial reefs.

PERSONNEL:

A.

Name: David Walter
Owner/Operator of Walter Marine since founded in 1968.
Time in present position: 52 years
Total years experience in marine operations: 60 years
Veteran: United States Marine Corps 1966-1968, Disabled Vietnam Veteran, Honorably Discharged
Faulkner State College 1969-1971
Licensed pilot single engine seaplane
Licensed Marine Habitat Scientist
100-ton USCG license (expired)
Seventeen years as owner and operator of a shipyard
Thirty-four years experience as an artificial reef builder



PERSONNEL:

A.

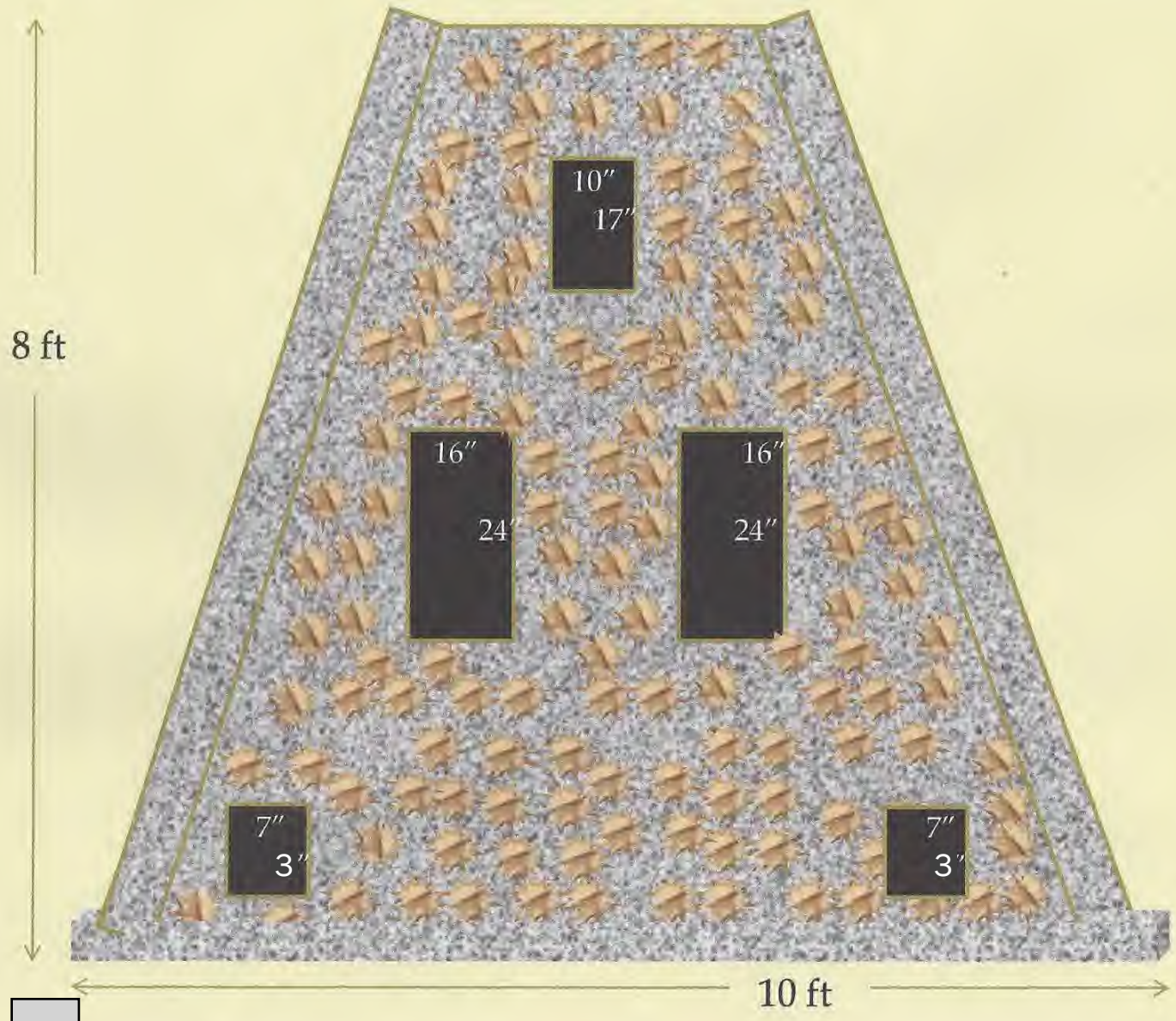
Name: Stewart Walter
Current Manager of Walter Marine.
Time in present position: 20 years
32 years total experience with Walter Marine
Auburn University 2005-2006
Licensed 200-ton US Coast Guard Captain
Licensed Marine Habitat Scientist



1. Material Specifications Small Tetrahedron Reef

A.

Florida Limestone Reef by Walter Marine



271

Figure 1

A.

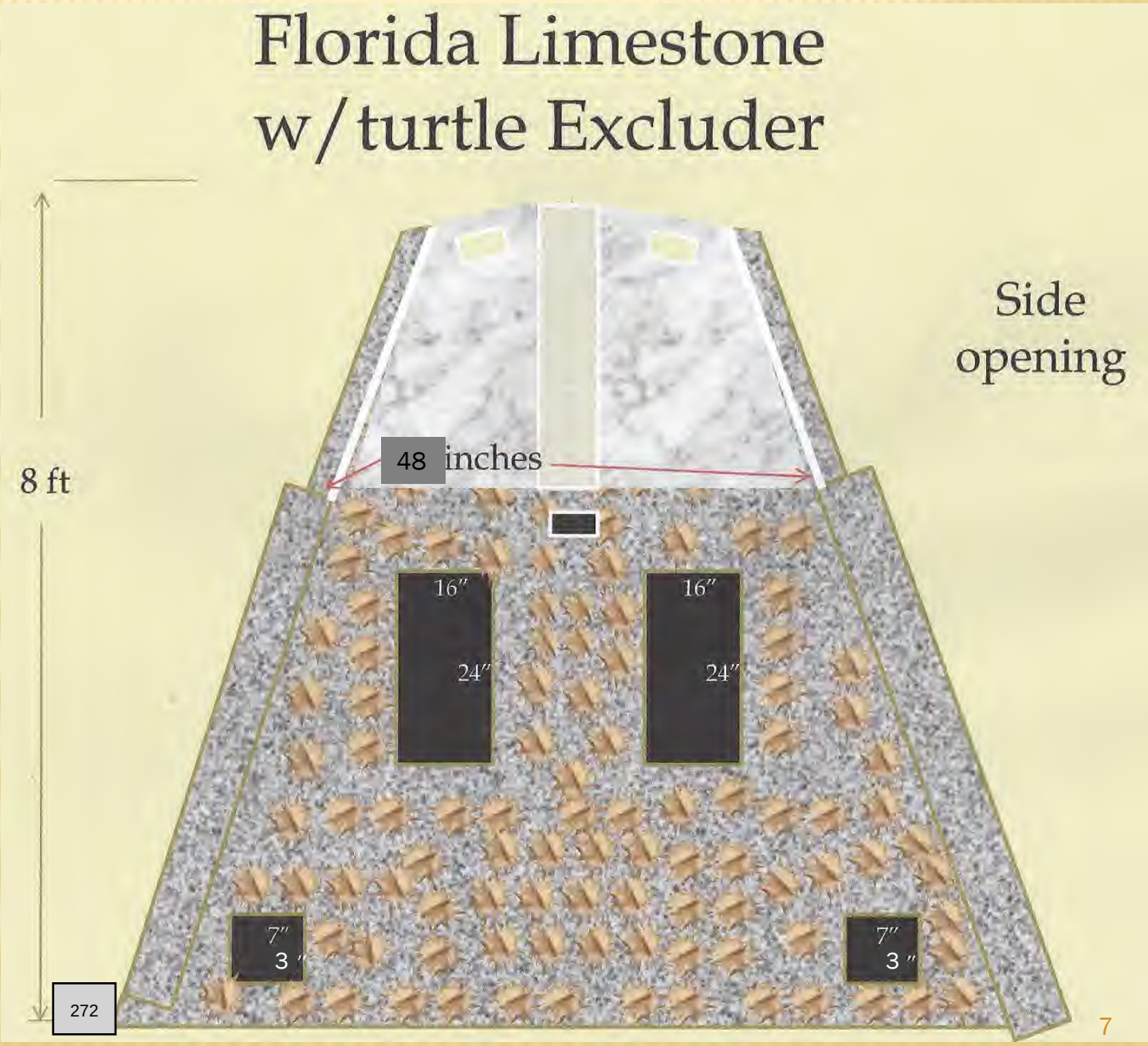

Florida Limestone
w/turtle Excluder
Side
opening
8 ft
48 inches
16″
24″
16″
24″
7″
3″
7″
3″
272

Figure 2

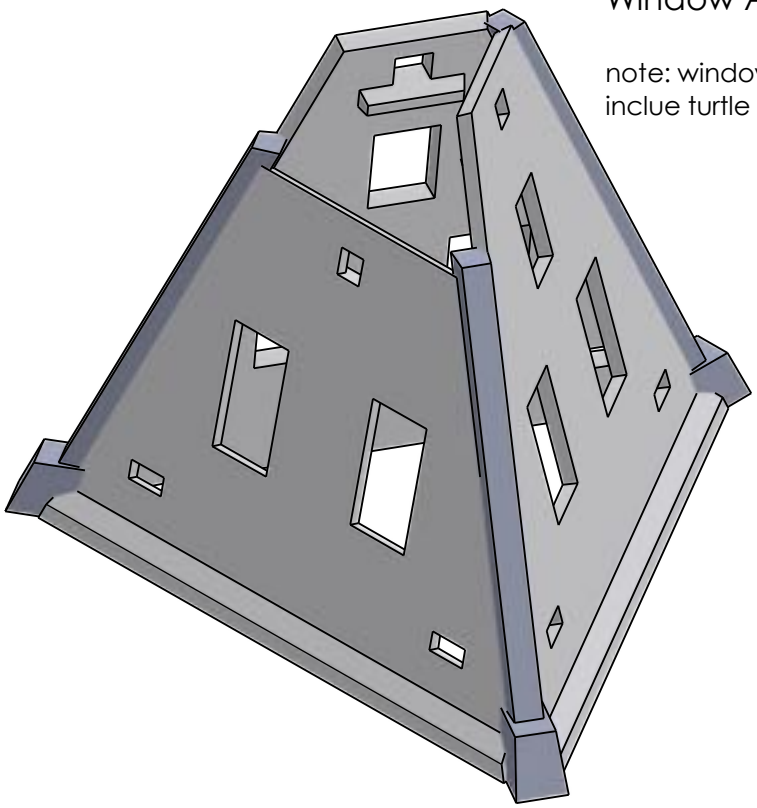
A.

3" Thick Concrete Tetrahedron Reef
With Florida Limestone Inbed

With Shorthened Panel For Turtle Egress

Total Surface Area: 382.11 sqft
Outter Suface Area: 142.62 sqft
Volume: 37.77 cubic feet
Window Area: 16.15 sqft

note: window area does not
inclue turtle exculsion area



Isometric View: NOT TO SCALE
For Viewing Purpose Only

Sheet 1 of 3

8' Flar

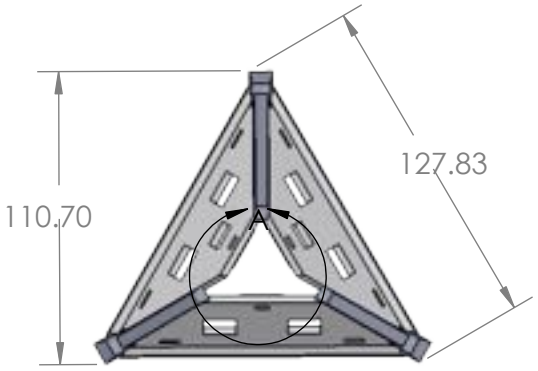
SIZE A DWG. NO. 1

SCALE: 1:64 Date: October 13, 2018

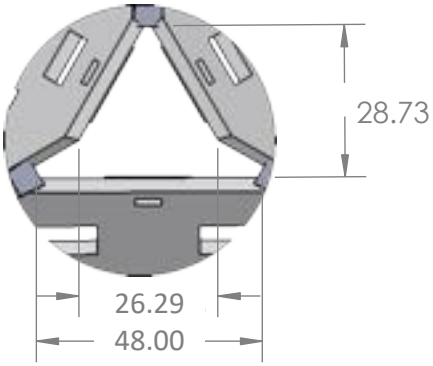
SOLIDWORKS Educational Product. For Instructional Use Only.

Figure 3

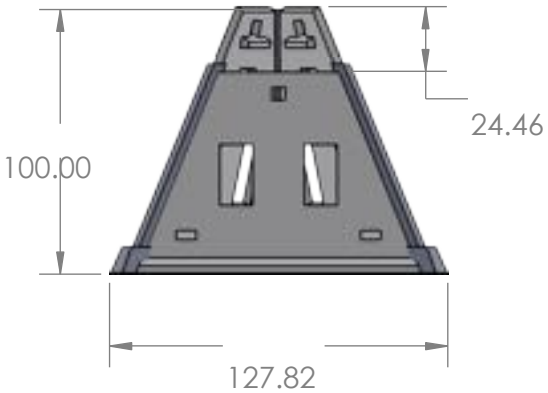
ITEM NO.	PART NUMBER	DESCRIPTION	QTY.
2	8' flar long panel	Made of Concrete and Limestone	2
2	8' flar short panel	Made of Concrete and Limestone	1
3	8' flar holder	Made of Concrete	1



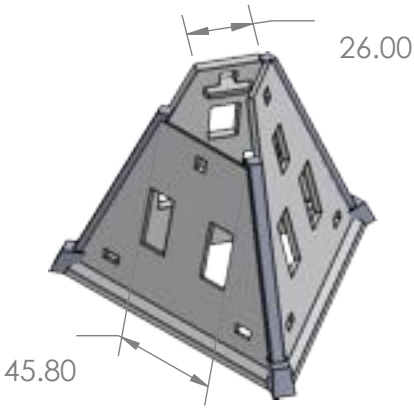
Top View



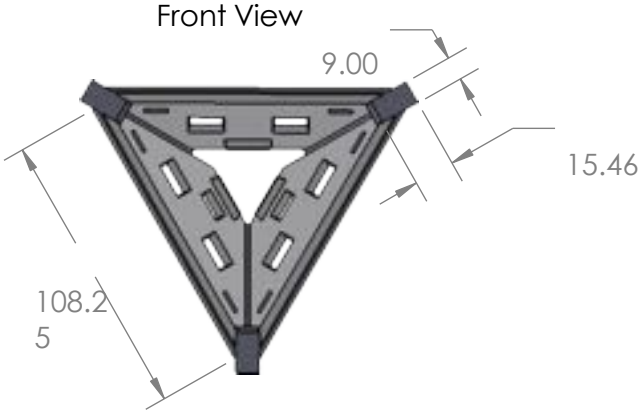
DETAIL A
SCALE 1 : 32



Front View



Isometric View



Bottom View

Scale: 1:64
Sheet 2 of 3

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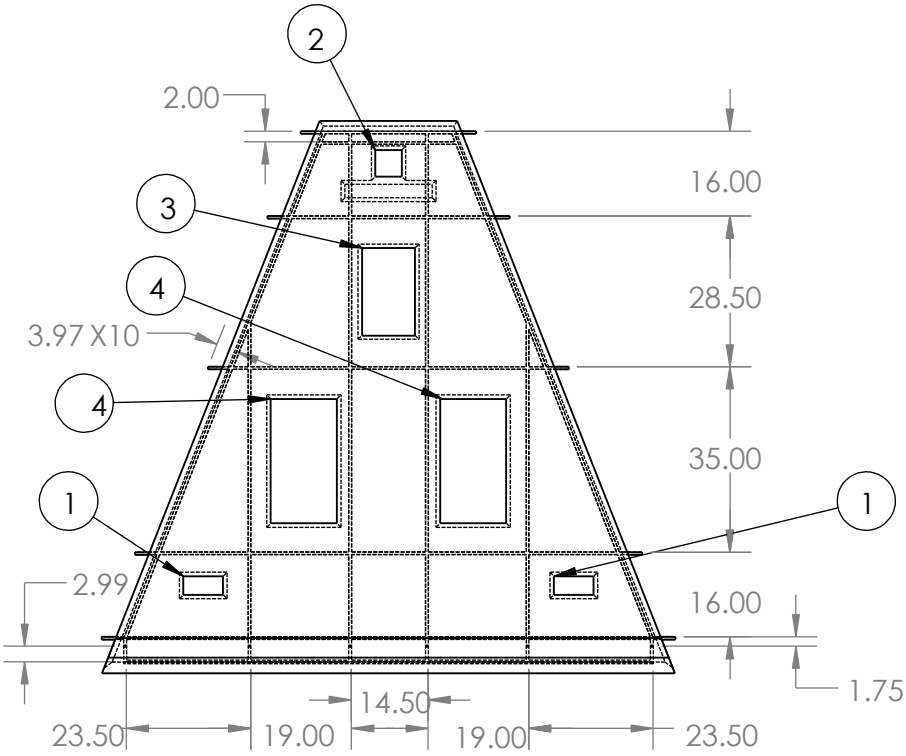
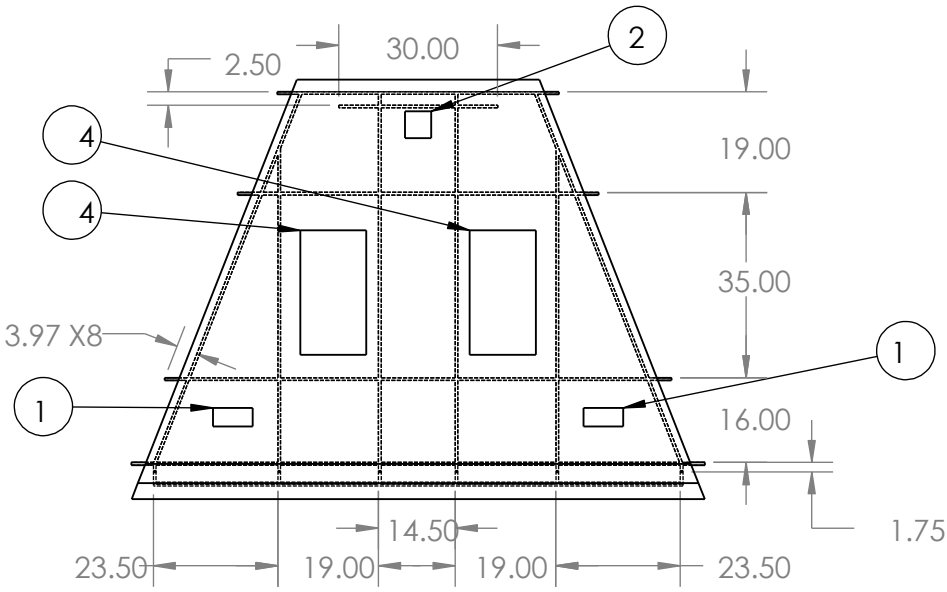
Figure 4

Window Holes	Width (in)	Height (in)
1	7.50	3.50
2	5.00	5.00
3	10.00	16.50
4	12.50	23.50





Scale: 1:64
Sheet 3 of 3

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Figure 5

A.

READY MIX USA

Mix Design Report

Client :	Walter Marine	**Date :**	12/18/2015
Project/Contract :	2015-358 - Precast Yard / 2015-358 - OB,Alabama		
Placement :			
Usage :	Reefs		
Mix Design No. :	1528340 (1)	**Description :**	4000 PSI @ 28 Days

Compressive Strength	4 000 psi at 28 Days	**Submittal No.**	2015-358 - 358
Aggregate Size	#7 River Gravel	**Plant**	DOC MCDUFFIE - PLANT 1
Air %	4.0% ± 1.5%	**Volume**	27.00 ft³
w/cm Ratio	0.37	**U.W. at 3.0 % of air**	146.1 lb/ft³
Slump	6.00 to 8.00in	**Slump with SuperP**	

Constituents and Suppliers	**Quantity (yd³)**	**Sp. Gr. SSD**	**Volume**
Cement - 101 - Cement I/II - Cement - .	564 lb	3.150	2.87 ft³
Cement - 110 - Class F Flyash P303 - Class F Flyash - .	141 lb	2.410	0.94 ft³
Water - 601 - City Water - City Water - City	31.0 Gal	1.000	4.14 ft³
Stone - 227 - #7 River Gravel - Natural Gravel - .	1810 lb	2.630	11.02 ft³
Sand - 301 - C-33 Natural Sand - Natural Sand - .	1171 lb	2.630	7.13 ft³
Admixture - 402 - WRDA 64 - Low Range Water Reducers - W. R. Grace, Lithonia /	21.15 oz/yd³	1.000	0.02 ft³ /
Admixture - 442 - ADVA 140 - High Range Water Reducers - W. R. Grace, Lithonia /	63.45 oz/yd³	1.000	0.07 ft³ /
Air Volume			0.81 ft³
Total	3945 lb		27.00 ft³

Optional Products :

Remarks :

003 - This mix will meet design strength requirements, at the specified age when testing and curing are performed using applicable ASTM and/or ACI standards. Please provide our office with copies of all test results per ASTM C94 14.4.

Prepared by : Patrick Brown, Quality Control	Approved by :
Date : 12/18/2015	Date : / /

DOC MCDUFFIE - PLANT 1
21551 DOC MCDUFFIE RD
049

Figure 6

A.

BOWSER-MORNER, INC.

Delivery / Mailing Address: 3016 Commerce Square South • Birmingham, Alabama 35210

AASHTO/ISO 17025 Accredited

LABORATORY REPORT

Report To: Walter Marine / Reefmaker
Attn: David Walter
P.O. Box 998
Orange Beach, AL 36561

Report Date: June 8, 2017
Job No.: 179970
Report No.: 500546
No. of Pages: 2

Report On: Laboratory Analysis of One Set of Five Limestone Riprap Specimens
Source: Walter Marine – Orange Beach, AL

On June 6, 2017, one set of five limestone riprap specimens were submitted for selected laboratory analysis from the above referenced source. Testing was performed as specified by the client and in accordance with the following procedures:

ASTM D 6473, "Specific Gravity and Absorption of Rock for Erosion Control".

Results are detailed on the attached data sheet.

Should you have any questions or if we may be of further service, please contact me at (205) 956-8805, extension 201.

Respectfully submitted,
BOWSER-MORNER, INC.

Clark H. Lamb, Laboratory Manager
Construction Materials Laboratory
Constructions Services Division
Southeast US Region

CHL/kaf/chl
500546
1-File
1-BMI
1-reefmaker@gulftel.com

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TABLE I
Summary of Results

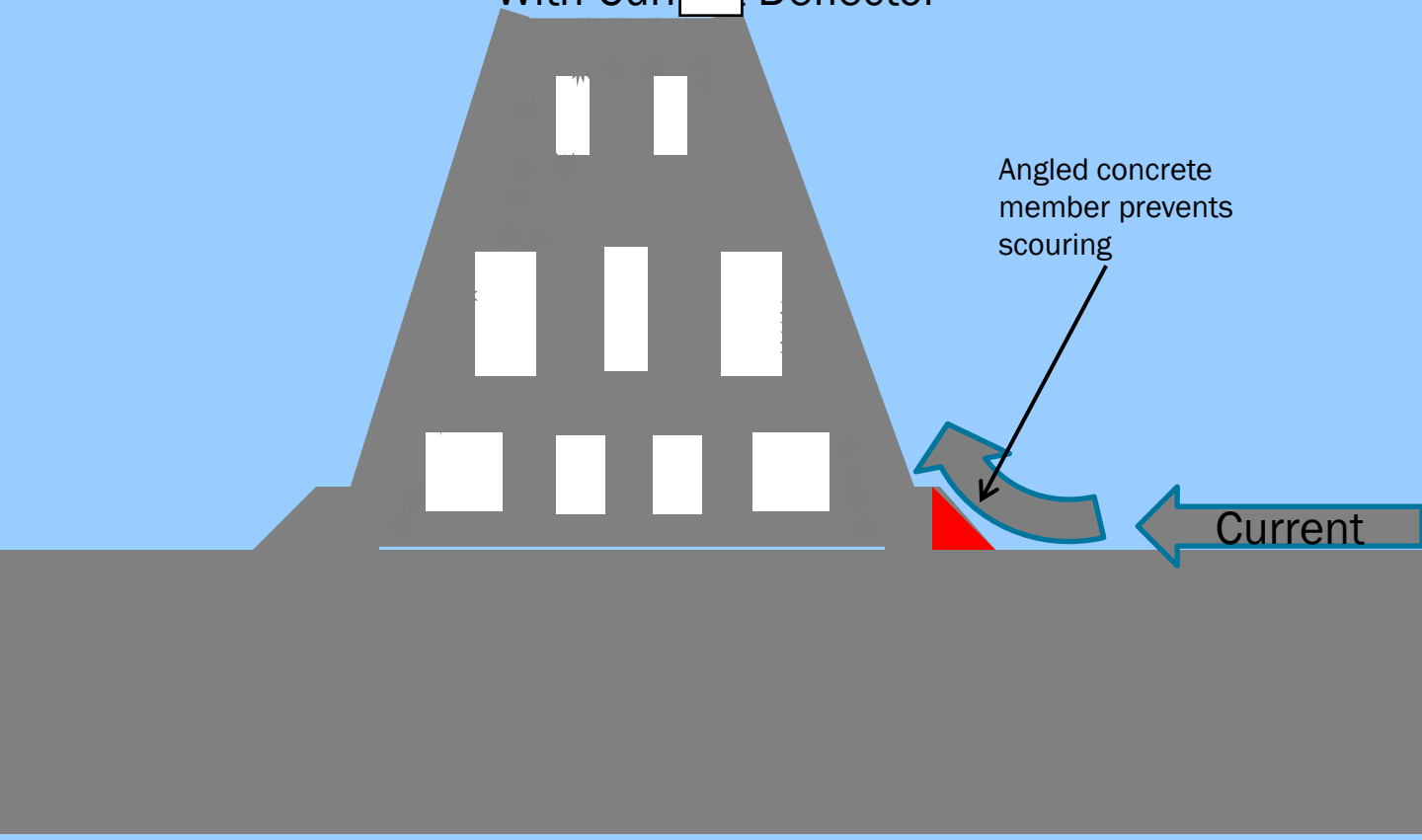
Test Parameter	Test Method	1	2	3	4	5	Average
Bulk Dry Specific Gravity:	ASTM D 6473	**2.474**	**2.201**	**2.272**	**1.747**	**2.211**	**2.181**
Bulk SSD Specific Gravity:	ASTM D 6473	**2.558**	**2.315**	**2.419**	**1.933**	**2.361**	**2.317**
Apparent Specific Gravity:	ASTM D 6473	**2.700**	**2.486**	**2.663**	**2.146**	**2.602**	**2.519**
Absorption, %:	ASTM D 6473	**3.4**	**5.2**	**6.5**	**10.6**	**6.8**	**6.5**
SSD Density, pcf:	ASTM D 6473	**159.6**	**144.5**	**150.9**	**120.6**	**147.3**	**144.6**

Figure 6

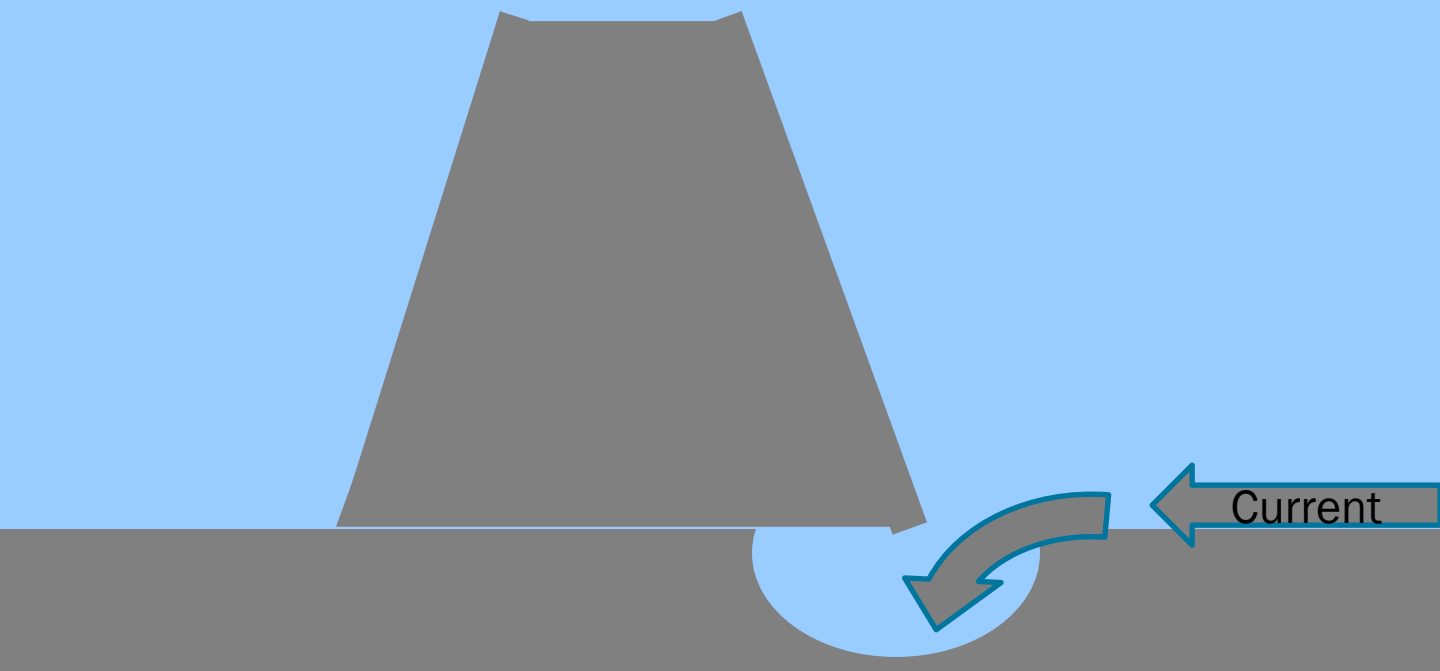
A.

Figure 7

With Curr[A.] Deflector



Without Current Deflector



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Florida Limestone Reef

A.

MODULE SPECIFICATIONS:

1. Reef is built under Patent No. 7513711 for embedding limestone rocks into the sides of the reef. Florida Limestone rocks are the perfect PH for all marine life to live, even boring animals. **It's the only manufactured reef that can support all the marine life that lives on a natural reef.** (See Figure 6)
2. Each unit is 8' tall with a 130" triangular base
3. Materials used: Concrete, (See Figure 5) rebar & Florida Limestone rocks.
4. Detailed drawing (See Figure 1-4)
5. Three isosceles trapezoid panels are cast with protruding rebar.
6. The panels are 3 inches thick
7. The panels are set into a jig and the protruding rebar is welded together.
8. Molds are placed on the three corners and concrete is poured to seal the corners & connecting rebar.







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Florida Limestone Reef

A.

MODULE SPECIFICATIONS:

9. 270 feet of welded #4 (½ inch) rebar comprise rebar framework. Meets or exceeds DOT method of welding rebar. The heavy welded rebar framework makes the reef virtually indestructible. (See Figure 4)
10. #4,000 lb concrete mix
11. No external frame is used and no exposed rebar or metal.
12. Weight 5,500-6,000 lbs.
13. Each unit contains Florida Limestone rocks embedded, ranging from 4 inches to 8 inches

Footprint is a 130" X 130"' X 130" triangle = 51 Sq. Ft.

1. Two panels of the three-sided structure contains 5 windows & 1 panel has 4 for a total of 14, ranging from 60 to 380 square inches
2. Reef has 48" requirement for turtle escape. Opening is also large enough for easy diver ingress.







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Florida Limestone Reef

A.

MODULE SPECIFICATIONS:

3. Each reef has 373 sq. feet of surface area outside
4. Each reef has a total of 577 sq. feet of surface area
5. Each reef has 176 cubic feet of volume.
6. All reefs will cure at least fourteen days before deployment
7.These units have demonstrated good stability during storm events over many years without settling, scouring, turning over or moving. See attached letter from “Fish Haven Services”
8. Deployed 75 units MBARA - 2007
9. Deployed 16 units Escambia Co. 2007
10. Deployed 225 units State of Mississippi – 2007
11. Deployed 365 units State of Alabama -2007

.







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Florida Limestone Reef

A.

MODULE SPECIFICATIONS:

12. All the above units have preformed as advertised with no scouring or settling. See attached documentation "Fish Haven Services"

13. Designed for 100+ year life cycle. Of thousands built since 2006, we never had a structural failure.

15. Reefs are designed with anti-scouring device. See attached documentation. (See Figure 7)







A.

EXCEEDS REQUIREMENT FOR TURTLE ESCAPE



284

A.

LIFTING & DEPLOYMENT IS DONE WITH REMOVALABLE LIFTING STRAPS



285

A.

TAPERED WIDE FOOT PREVENTS SCOURING & SETTLING



286

A.

2. Price



35 Florida limestone reefs = $70,000

287

3. Available Deployment Resources

Walter Maine's Yard Located at 22605 Andrews Lane, Orange Beach, AL

A.



289

Available Deployment Resources:

A.

1. Walter Marine owns 521 ft. of waterfront on the Intracoastal canal at 22505 Andrews Lane, Orange Beach, AL.

2. Facility & reef modules are available for inspection at any time.



3. **Vessel Specifications:**

MARANATHA II:

- 170’ X 39’ Offshore supply vessel refitted in 2017 for deploying artificial reefs.
- Dry-dock: February 2020.
- 3000 hp twin engine.
- Kongsberg Dynamic Positioning System able to hold position while deploying
- 85-ton crane
- Survey Grade GPS unit mounted to crane boom for recording deployment coordinates.
- 2 Furuno Radars
- Nobeltec Electronic Charting – Linked to ComNav AIS Collision Avoidance
- Kongsberg Auto Pilot
- Kongsberg weather Station





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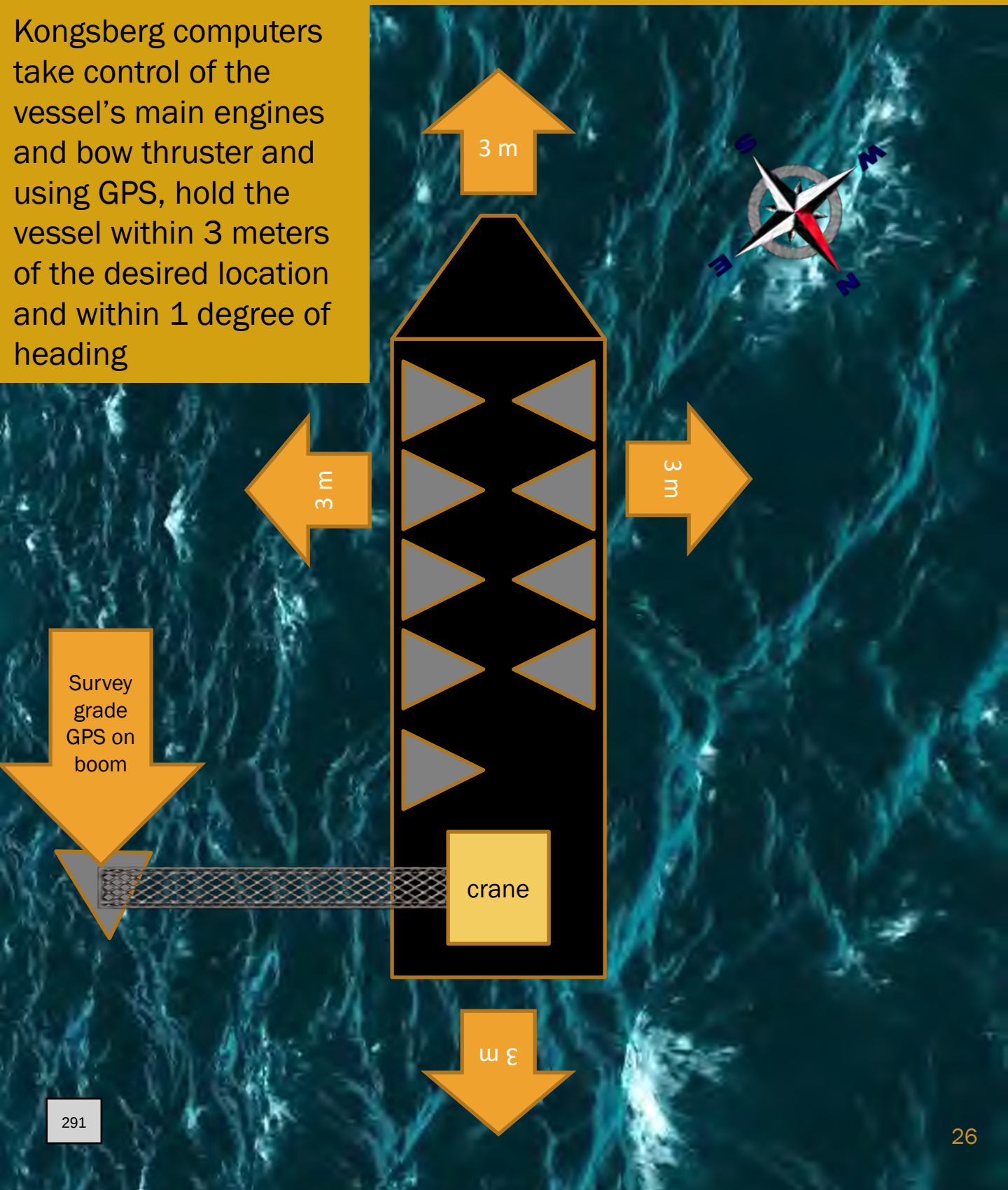
Deployment Capability: M/V MARANATHA II Dynamic Positioning

A.

Kongsberg computers take control of the vessel's main engines and bow thruster and using GPS, hold the vessel within 3 meters of the desired location and within 1 degree of heading



291

Available Deployment Resources:

A.

- FCV 1220L Furno Sounder 200 KHZ Processor
- Remote mounted thermal imagining camera
- 12 Knots
- 250 KW generator capacity
- 2400 sq. feet of deck space
- 350 tons deck-load capacity
- 13,000 gallons potable water
- 25,000 gallons fuel



4. Our equipment & vessels are properly licensed, certified and approved as required for this project. Land operated equipment to include, but not limited to:
A. Two (2) 10K tele-handler forklifts.
B. One (1) 10K Case front loader forklift.
C. Two (2) 20-ton rough terrain cranes
D. One (1) 65-ton Grove rough terrain crane





292

Available Deployment Resources:

A.

E. One (1) International front-end loader

F. Four (4) Welding machines

Other Floating Equipment:

A. 170' X 39' X 3' draft spud barge w/110-ton Lima crane

B. M/V MARANATHA 114’ X 30’ X 5.5’ draft w/20-ton crane

5. **Specialized Equipment:**

A. Other equipment may include specialized equipment for loading and deploying the reefs.

6.Walter Marine owns all the equipment needed for the manufacture and deployment.

7. No subcontractors are used.

8. All equipment and personnel are available for this project.







293

4. Task Plan

Deployment Plan

A.

Work Force

1. We have a work force of 12. Some wear more than one hat. Most are highly skilled with many years associated with Walter Marine. Department heads include: Concrete Foreman, Machinist, Welders, Fabrication, R & D, Mechanic, USCG Captains, Mate, Engineer, Deck Hand, Machine Operator and several general helpers.
2. However, our company is small and micro-managed by David & Stewart Walter that oversee and check each phase of operation and serve as quality control officers, environmental protection officers and safety officers.





Manufacture

1. Walter Marine has numerous concrete molds, jigs, welding facilities, and equipment to manufacture the requested modules.
2. The reef units are manufactured and stored near the bulkhead for loading onto the desired vessel.



295

Deployment Plan

A.

Loading/transport

1. Walter Marine will consult with Franklin County Beach officials concerning a suitable day to inspect.
2. Walter Marine will fill out and submit the Cargo Manifest to the owner 14 days prior to loading.
3. The vessel will lift, via crane, the reefs from the shoreline onto the vessel and secure for transport.
4. Vessels are fitted with wooded decks to cushion and prevent movement.
5. MARANATHA II is capable of transporting 12 Super Reefs, or 120 Florida Limestone, or 43 Grouper Reefs or combinations for deployment at a time.
7. After the vessel is loaded, the QC inspector will check for damaged units and order replacements if found. The safety inspector will come after that and check for stability and security of the material on deck.
8. A suitable day will be chosen in coordination with Franklin County officials
9. Walter Marine will provide an air-conditioned stateroom, food and comfortable arrangements for an observer.







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Deployment Plan

A.

Deployment

1. The actual setting of the reef modules will be arranged carefully with Franklin County Beach officials, (buoys, small vessels, positions, communications, etc.)
2. If required a buoy will be placed at each individual reef site.
3. The vessel will maneuver next to the coordinates using Dynamic Positioning. This is a computer program that holds the vessel's position and heading within 3 meters.
4. Corrections to the vessel's position will be coordinated via radio between the crane operator and the captain.
5. The crane operator will place each reef on the coordinates as directed by the computer operator in the wheelhouse using the GPS unit on the cranes boom.
6. Reef locations will be recorded on the GPS computer program.
7. Coordinates will be delivered to Franklin County Beach.







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Deployment Capability:

A.

Permits, Licenses, etc.



All of Walter Marine's vessels and personnel are properly licensed and/or approved for all artificial reef deployment operations.

Florida does not require a contractor license for artificial reefs. Walter Marine has a properly licensed branch office in Davie, FL (enclosed) and is properly registered with the State of Florida, Department of State (enclosed) to do business in Florida.



Walter Marine will have onboard the latest NOAA Charts, Coast Guard Documentation, Latest copy of "Notice to Mariners", Corps Permit, Cargo Manifest and all other necessary documentation for operation inland and offshore for the purposes of building artificial reefs.

One crewmember will be designated to watch for turtles or manatees and suspend operations should any be sited.

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5. Schedule of Construction Operations

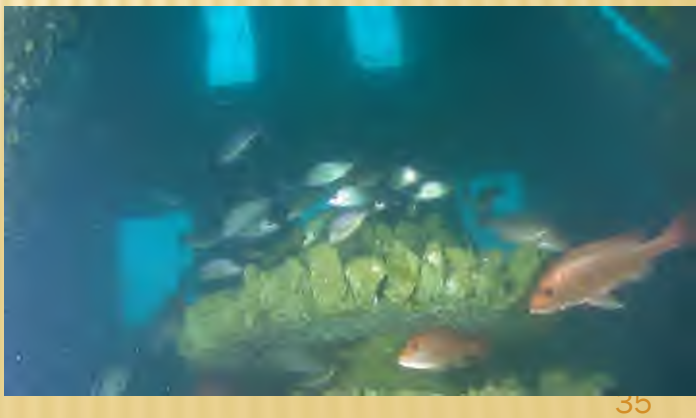
Schedule of Operation:

A.

1. Total estimated days of manufacturing, loading, travel & deployment is 90 working days.
2. Estimated number of separate trips is 1.
3. Loading will take a total of 3 days .
4. Transit = 19 hours.
5. Days at sea = 1.
6. MARANATHA II is capable of transporting up to 12 Super Reefs, 120 Florida Limestone & 43 Grouper Reefs or combinations for deployment at a time.
7. Estimated date of completion is within 90 days.







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300

A.

Route





Transit Time:

Loading Site to Pensacola Pass	3.0 hours
Pensacola Pass to Deployment site	16 hours
TOTAL TRANSIT TIME =	19 hours

301

A.

6. Experience and Understanding

302

A.

FISH HAVEN SERVICES

MARINE REEF CONSULTING



7/1/2016

To whom it may concern:

My name is Bill Horn. I am a retired, Marine Fisheries Biologist IV who worked for 21 years with the Florida artificial reef program, which is currently under the Division of Marine Fisheries Management within the Florida Fish and Wildlife Conservation Commission. During those years, I managed many artificial reef funding contract agreements with local governments, who in turn have contracted through a competitive contracting process, with Walter Marine for the deployment of many types of prefabricated concrete, rock and steel artificial reef units.

The Florida Limestone Reef unit constructed and deployed by Walter Marine is the one of most commonly used reef units in the state. Local governments and others in Florida have constructed at least 198 patch reefs consisting of a total of 555 Florida Limestone Reef units off Florida since April 25, 2006 (FWC Public Reef Deployment database-10/30/2014). As contract manger, I was on site for many of these reef deployment operations without incident.

I have personally performed 14 scientific dive assessments on these types of reef units around Florida and have not observed any structural failure of these reef units on the bottom. Overall, I have observed a total of 34 species of fish on these units in Florida, including recreationally important species like red snapper, gag grouper, gray triggerfish, vermillion snapper, and greater amberjack.

During three days in July and August of 2015, I observed the deployment of 58 piling mounted snorkel reefs on behalf of Walton County, off Grayton Beach, Florida in 12 to 20 feet of water. The reef deployments were completed successfully and very professionally, with no problems and extremely good accuracy for a very complex artificial reef shaped like a turtle from above. A dive assessment the day after the first deployments showed all reef units upright, functioning well as artificial reefs.

I have found the Florida Limestone Reef and the piling mounted snorkel reef units unit to be very stable, very durable and perform very well as valuable habitat for many marine reef fish species. Based on my experience I feel these artificial reef units are unique in the way they are constructed, their design and overall characteristics. I feel they perform exceedingly well in providing long term habitat for marine fish and invertebrates. Contact me at the phone number and address below if you have any additional questions from me about these reef units.

SINCERELY,

WILLIAM HORN
FISH HAVEN SERVICES, LLC
3216 LAKESHORE DRIVE
TALLAHASSEE, FLORIDA 32312
850-566-6176

June 7, 2016

A.

SUBJECT: **Historical Observations of Walter Marine Modules and Company Performance**

To whom it may concern:

My name is Jon W. Dodrill. I formally retired December 31, 2015 after 33 years of service with the state of Florida working as a biologist for the Florida Department of Natural Resources which later became the Department of Environmental Protection (DEP). In 1994 as an Environmental Administrator, I assumed responsibility for Florida's State Artificial Reef Program which functioned in part to provide federal Sport Fish Restoration dollars and state saltwater fishing license revenue funding in the form of competitive grants to local coastal governments, qualified 501(c)(3) nonprofit organizations, and state universities. The grant funding was utilized for the purpose of constructing and monitoring artificial reefs in Florida's Gulf and Atlantic coast state and adjacent coastal federal waters to provide fishing and diving locations as well as enhancing hard bottom habitat. In 1999 this highly successful and popular state artificial reef program which originated in 1980 as a close working partnership between the state and local coastal governments moved to the constitutionally created Florida Fish and Wildlife Conservation Commission. I continued work there until my retirement in the Division of Marine Fisheries Management as a Biological Administrator, continuing to manage the State's Artificial Reef Program with the assistance of two Marine Fisheries Biologist IVs, long time employees who also served as artificial reef project contract managers. Over the years we administered hundreds of individual reef contracts for artificial reef construction ranging from $25,000 to $1,000,000 with larger artificial reef contracts currently pending through the British Petroleum funded Deepwater Horizon Oil Spill Natural Resource Damage Assessment program.

Walter Marine

I have professionally known Mr. David Walter of Walter Marine, Orange Beach Alabama, for at least fifteen years. Mr. Walter was one of the marine contractors who played a key role in assisting the state of Florida and its local coastal governments through the design and development of high quality artificial reef modules such as the concrete, rock and steel Florida Limestone Tetrahedron Reef unit. Hundreds of these units have been accurately placed off Florida alone as well as off other coastal states like Alabama. This Florida Limestone Reef design as well as others produced by Walter Marine that focused on fisheries habitat requirements, stability, durability and were environmentally friendly provided a critical alternative to some of the lesser quality materials of opportunity historically used early on in artificial reef construction. Walter Marine helped the state make an important transition away from light weight artificial reef materials of opportunity such as thin gauge metal materials, fiberglass objects, plastics, rubber, and other materials no longer considered to be environmentally friendly or not having the stability or durability to remain intact and in place or able to resist substantial burial at the depth placed during a hurricane event.

Mr. Walter is sensitive to the needs of the state artificial reef program, county reef managers, recreational fishers and divers as well as environmental requirements. He has designed and modified his modules over the years to meet these needs while both noting reef fish and benthic organism habitat requirements, stability and durability considerations and taking into account research results from artificial reef ecological studies.

In the ten years that the Walter Florida Limestone Reef modules have been in place in Florida, I have personally neither observed nor heard of structural failure of these units. Although no major hurricane has made landfall in Florida since 2006 (as of 2015), hurricanes and tropical storms have passed offshore in the Gulf and have generated seas up to 20 feet in the vicinity of some of the offshore Florida Limestone modules deployed at a depth of 90-130 feet. These Florida Limestone Reef modules remained intact and in place at the depth placed.

From my personal experience in interactions with Mr. Walter, his son Captain Stewart Walter and other Walter Marine vessel crew and construction personnel, Walter Marine is a highly professional company with the expertise, material resources, and a work ethic that consistently accomplishes artificial reef construction projects in a timely manner and to the satisfaction of both the state artificial reef program providing the funding and to the local coastal governments hi[illegible] contractors. –Jon W. Dodrill, 247 Meridianna Drive, Tallahassee, FL 32312; cell ph. 850.766.7679.

Jon W. Dodrill

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A.

BOARD OF COUNTY COMMISSIONERS

www.baycountyfl.gov

POST OFFICE BOX 1818
PANAMA CITY, FL 32402

COMMISSIONERS:

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DISTRICT IV

MIKE THOMAS
DISTRICT V

EDWIN L. SMITH
COUNTY MANAGER

DEVELOPMENT SERVICES DEPARTMENT
PLANNING AND ZONING DIVISION
840 West 11th Street, Room 2350
Panama City, FL 32401
Phone: (850) 248-8250
Fax: (850) 248-8267

November 4, 2014

To whom it may concern,

The County Commissioners of Bay County, Florida have purchased Walter Marine's limestone reefs for artificial reef construction projects. Over the years a program has been developed that requires the permitting of selected materials deployed in local waters. The artificial reef coordinator will oversee proposals and recommend the purchase of manufactured artificial reef modules such as Walter Marine's limestone reefs that fulfill the required specifications.

Walter Marine has designed and developed a unique and superior artificial reef module. See picture attached. The wide base and weight of the structure provides structure stability for many years. This increases the project life and creates an underwater landmark for marine organisms. The limestone imbedded in the concrete is ideal for plants and animals to attach. The limestone is softer than concrete and therefore allows boring organisms to colonize faster. The artificial reef develops in months and becomes productive quickly.

Monitoring and producing dive surveys on the Walter Marine limestone reefs have documented and guaranteed a return on the investment. The successful projects have confirmed the artificial reef modules provide essential marine life habitat.

In planning projects we also look at the way Artificial Reefs are fabricated and deployed. Walter Marine has a custom built deployment vessel named the Maranatha. This vessel is equipped with a crane that will rotate 360 degrees and can load and deploy reefs in an identified location. Stacking artificial reefs on board increases the number of modules per load and therefore reduces project costs.

The three items mentioned in this letter that is only found with the Walter Marine limestone reef are; the limestone imbedded in the concrete, the stackable pyramid size and shape with a large base for stability, the custom built Maranatha designed specifically to deploy more stackable artificial reef modules per load.

BOARD OF COUNTY COMMISSIONERS

www.baycountyfl.gov

POST OFFICE BOX 1818
PANAMA CITY, FL 32402

COMMISSIONERS:

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GUY M. TUNNELL
DISTRICT IV

MIKE THOMAS
DISTRICT V

EDWIN L. SMITH
COUNTY MANAGER

Walter Marine is the leader in the Artificial Reef Industry. The Walter Marine limestone reef is the "State of the Art". Their project evaluation scores are higher than other manufactures and dominate the field of bid proposals. This unique artificial reef module design and deployment is better than the rest. The successful projects in Bay County, Florida have earned support for this positive recommendation.

Sincerely,

Allen Golden, P.E.
Florida P.E. Lic. No. 66287
Alabama P.E. Lic. No. 25079
Artificial Reef Coordinator
Development Review Engineer
Planning and Zoning Division
840 W. 11th Street Room 2350
Panama City, FL 32401
E-Mail: agolden@baycountyfl.gov
Office: (850) 248-8250
Fax: (850) 248-8267

A.

STATE [illegible]BAMA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
MARINE RESOURCES DIVISION
POST OFFICE DRAWER 458
GULF SHORES, ALABAMA 36547
TEL (251) 968-7576
FAX (251) 968-7307
amrdgs@gulftel.com

Robert J. Bentley
GOVERNOR

N. Gunter Guy, Jr.
COMMISSIONER

Our mission is to manage the State's marine fishery resources through research, enforcement, and education for the maximum benefit of the resources and the citizens of Alabama.

Christopher M. Blankenship
Acting Director
MARINE RESOURCES DIVISION

11 April 2011

To whom it may concern,

Mr. David Walter of Reefmaker, Inc. has been awarded several contracts from the Department of Conservation and Natural Resources / Marine Resources Division to construct and deploy artificial reef structures in the Gulf of Mexico to serve as public fishing reefs. Mr. Walter and his staff professionally completed the job tasks outlined in these contracts providing a quality product in a timely manner. If Mr. Walter were to submit a bid for any future projects it would be received without any misgivings.

If you require additional information please feel free to contact me.

Sincerely,

Kevin Anson
Chief Biologist

The Department of Conservation and Natural Resources does not discriminate on the basis of race, color, religion, age gender, national origin, or disability in its hiring practices nor in admission to, access to, or operations of its programs, services, or activities
www.conservation.alabama.gov/mr

BUILDING OUR FISHERIES' FUTURE

WWW.MBARA.ORG

4 Nov 2014

FROM: Mexico Beach Artificial Reef Association, Inc.
P.O. Box 13006
Mexico Beach, FL 32410-3006

SUBJECT: Walter Marine Artificial Reef Products

To who it may concern,

My name is Robert L. Cox and I am the President of the Mexico Beach Artificial Reef Association in Mexico Beach, Florida. I have been managing our artificial reef program since 2009 and I plan artificial reef construction projects for the City of Mexico Beach and obtain funding for the projects. I'm also a research diver monitoring the condition and performance of our artificial reefs built by various manufactures in the Gulf of Mexico in permitted sites off the coast of Mexico Beach, FL.

Over the past 12 years, I've been involved with the planning and monitoring of our artificial reefs. When Walter Marine introduced their Florida Limestone Artificial Reef, we became interested and purchased their products because we believed they best emulated the components of natural reefs that consist of limestone substrates. We also learned from studies conducted by marine biologists that limestone is a better substrate because it's favorably softer than concrete and the PH of the limestone is better suited for the establishment and growth of marine organisms. Additionally, our reef monitoring program observations show that artificial reefs embedded with limestone are better at promoting natural marine growth over artificial reefs without embedded limestone. Therefore, over the past 5 years we have made the use of embedded limestone a standard requirement in all our artificial reef construction contracts. As a result, we have consistently selected and awarded our contracts to Walter Marine because no other artificial reef manufacturer has been able to meet our requirements for embedded limestone on the exterior of artificial reef structure surfaces.

I would recommend Walter Marine's limestone reefs to anyone that seeks to promote highly productive artificial reefs comparable to the natural limestone reefs. I am available to answer any questions you may have about these reefs.

Robert L. Cox, President
Mexico Beach Artificial Reef Association

(a 501(&)(3) not-for-profit corporation, IRS tax exempt #59-3447258)

A.

STATE OF ALABAMA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
64 NORTH UNION STREET, SUITE 479
MONTGOMERY, ALABAMA 36130
(334) 242-3476
FAX (334) 242-0289
www.outdooralabama.com

ROBERT BENTLEY
GOVERNOR

N. GUNTER GUY, JR.
COMMISSIONER

CURTIS JONES
DEPUTY COMMISSIONER

TERRY N. BOYD, CHIEF
ENGINEERING SECTION

October 29, 2014

To whom it may concern,

My name is Terry N. Boyd and I am the Chief Engineer for the Alabama Department of Conservation & Natural Resources. I make all decisions along with our Marine Biologist for the State of Alabama regarding selecting artificial reefs for deployment in state controlled water ways and bodies of water.

I have in the past, in my official capacity, selected Walter Marine's limestone reefs (photo of which is attached as Exhibit A) for deployment in the Gulf of Mexico, under State of Alabama construction contracts. The reason we selected the Walter Marine limestone reefs is because of the unique construction of the reefs and how they attract fish. Specifically, we selected the Walter Marine limestone reefs because they are constructed of a sturdy base, with a large footprint. Strong concrete frame disposed on the base, concrete walls disposed on the frame and including limestone embedded in the walls. The walls disposed on the base provide a hollow interior that attracts fish and other marine life. The limestone in the walls protrude from the walls and provide ample area for boring marine life to bore into. All of these characteristics provide an artificial reef that attracts fish and fulfills our mission – promoting marine life.

I would recommend Walter Marine's limestone reefs to anyone that seeks to promote marine life. I am available to answer any questions you may have about these reefs.

Sincerely,

Terry N. Boyd, PE, PLS
Chief of Engineering

The Department of Conservation and Natural Resources does not discriminate on the basis of race, color, religion, age, gender, national origin, or disability in its hiring or employment practices nor in admission to, access to, or operations of its programs, services, or activities



References/Qualifications:

Walter Marine

Patent holder No. 6,042,300 Artificial Reef.
Patent holder No. 6,824,327 B1 Artificial Reef
Patent holder No. 7,513,711 Artificial Marine Reef
Inducement Patent holder No. 7,827,937 Marine Line Form
Habitat Patent holder No. 9,339,017 B1 Living Wave Barrier

David Walter D/B/A Walter Marine was founded in 1968. It has remained in the same hands as a sole proprietorship repairing vessels and owning and operating a shipyard until 1986. In 1986 Walter Marine became the first commercial artificial reef builder in the State of Alabama. By the year 2021 Walter Marine had deployed over 51,000 artificial reefs and today is the largest deployer of artificial reefs in the United States. It holds five patents for artificial reefs. In addition, Walter Marine has prepared and deployed 24 ships in the Gulf of Mexico.

Executive Summary:

Walter Marine deployed materials of opportunity until 1996. In 1996 Walter Marine began designing and manufacturing artificial reefs. The majority were undocumented private reefs in the State of Alabama and Florida Panhandle. Included below is a list of documented public reefs.

Previous Experience:

1990

Escambia County, Florida:

May 29, 1990 completion date/on time
Funding - State of Florida
Contract with Escambia County Florida for the donation, preparation, cleaning, delivery and sinking of a tugboat “Sylvia” cleaning.This vessel was purchased cleaned, prepared and deployed by Walter Marine.
Robert Turpin Escambia County Reef Coordinator robert_turpin@co.escambia.fl.us for 2003 contracts (850) 595-4395. Eileen Beard Escambia County Recreational board member since 1988 (850) 433-4319.
$25,000

Escambia County, Florida:
June 15, 1990 completion date/on time
Funding - State of Florida
Purchase Order #09100. Contract with Escambia County Florida for turnkey project. "Furnishing, cleaning (to all required agency specifications-Coast Guard, U. S. Army Corps of Engineers, Florida Department of Environmental Regulation, and Florida Department of Natural Resources) one LCM donated by Gulf Islands National Seashore and one 56' Tugboat "Heron"". The LCM donated by Gulf Islands National Seashore was sunk at their dock. Walter Marine raised the vessel without incident and towed it its facility. The Heron was located at Radcliff Material in Mobile, Alabama. It was purchased by Walter Marine, raised and towed to Walter Marine's facility. Both vessels were cleaned, prepared and deployed by Walter Marine. Robert Turpin Escambia County Reef Coordinator, (robert_turpin@co.escambia.fl.us) for 2003 contracts (850) 595-4395. Eileen Beard Escambia County Recreational board member since 1988 (850) 433-4319.
$30,000

Escambia County, Florida:
1990
Funding - State of Florida
Contract with Escambia County, Florida for the preparation and deployment of the Tugboat "Phillip" (to all required agency specifications-Coast Guard, U. S. Army Corps of Engineers, Florida Department of Environmental Regulation, and Florida Department of Natural Resources). This vessel was purchased cleaned, prepared and deployed by Walter Marine.
Robert Turpin Escambia County Reef Coordinator (robert_turpin@co.escambia.fl.us)for 2003 contracts (850) 595-4395. Eileen Beard Escambia County Recreational board member since 1988 (850) 433-4319.
$25,000

State of Alabama
1990
Contract with Alabama Department of Conservation for the preparation and deployment of a US Coast Guard buoy tender. Tender was towed from Mobile, AL Coast Guard Base and cleaned to all required agency specifications-Coast Guard, U. S. Army Corps of Engineers, Florida Department of Environmental Regulation, and Florida Department of Natural Resources) and deployed without incident. This vessel was deployed by Walter Marine.
Contact: Craig Newton (Craig.Newton@dcnr.alabama.gov) Kevin Anson (Kevin.Anson@dcnr.alabama.gov) 251-968-7576, Alabama Department of Conservation, P. O. Drawer 458, Gulf Shores, AL 36547
Payment in form of material/equipment removed from vessel
$- Records lost in flood

1991

Escambia County, Florida:
January 1, 1991 completion date/on time
Funding - State of Florida
Purchase Order #03961. Contract with Escambia County Florida for turnkey project for deployment of tugboat “Born Again” and a FAA tower (to all required agency specifications-Coast Guard, U. S. Army Corps of Engineers, Florida Department of Environmental Regulation, and Florida Department of Natural Resources). This vessel was purchased cleaned, prepared and deployed by Walter.
Robert Turpin Escambia County Reef Coordinator (robert_turpin@co.escambia.fl.us)for 2003 contracts (850) 595-4395. Eileen Beard Escambia County Recreational board member since 1988 (850) 433-4319.
$25,000

Escambia County, Florida:
May 16, 1991 completion date/on time
Funding - State of Florida
Purchase Order #06358. Contract with Escambia County Florida for preparation, transportation and deployment of the dredge “Avocet” (to all required agency specifications-Coast Guard, U. S. Army Corps of Engineers, Florida Department of Environmental Regulation, and Florida Department of Natural Resources). This vessel was purchased cleaned, prepared and deployed by Walter Marine.
Robert Turpin Escambia County Reef Coordinator (robert_turpin@co.escambia.fl.us) for 2003 contracts (850) 595-4395. Eileen Beard Escambia County Recreational board member since 1988 (850) 433-4319.
$55,000

1993

Escambia County, Florida:
April 23, 1993 completion date/on time
Funding - State of Florida
Purchase Order #5305. Contract with Escambia County Florida for the design, Manufacture, transportation, deployment and study of 12 experimental reef modules.
Deployed on time and regular dive reports were issued for 3 years.
Robert Turpin Escambia County Reef Coordinator (robert_turpin@co.escambia.fl.us) for 2003 contracts (850) 595-4395. Eileen Beard Escambia County Recreational board member since 1988 (850) 433-4319.
$1,500

Escambia County, Florida:
1993
Funding - State of Florida
Purchased, cleaned & deployed 180’ ship “Pete Tide”

Robert Turpin Escambia County Reef Coordinator (robert_turpin@co.escambia.fl.us) for 2003 contracts (850) 595-4395. Eileen Beard Escambia County Recreational board member since 1988 (850) 433-4319.
$55,000

1995

U. S. Coast Guard:
June 1995 completion date/on time
Funding - United States Coast Guard
Contract #DTCG84-95-R-HYU469. Walter Marine worked as a subcontractor under Oil Recovery Company for the preparation, cleaning and deployment of a 3,000 ton vessel “Antares”. This is one of the largest vessels deployed as an artificial reef in the Gulf of Mexico. This vessel was cleaned, prepared and deployed by Walter Marine.
Contact: Oil Recovery Company President Paul 251-432-4223
$50,000

1999

U. S. Navy:
May 17, 1999 completion date/on time
Funding - United States Navy
Purchase Order #N61331-99-M-1860 and N61331-99-M-1862. Towing and disposal of two Navy Ships YDT-14 & YDT-15, Navy Base - Coastsysta Dahlgren in Panama City, Florida. Cleaned, prepared and deployed vessels in Escamiba County's reef site.
Ed Delanoy at the Craft Office 850-234-5230 or Mr. Art Ducette, NDSTC Code 09, Naval Diving and Salvage Training Center, 350 Craig Rd., Panama City, FL 32407-7016.
$28,000 plus equipment and material removed from vessels

2001

Military Sealift Command N00031-01-C-1005
February 2001 completion date/on time
Walter Marine ferried two Naval vessels, 131 ft. YTB tugs from Virginia to Guantanamo Bay, Cuba
Achille Broennimann 202-685-5965
$150,000

Military Sealift Command N00031-01-C-1005
July 2001 completion date/on time
Walter Marine ferried naval vessel "C-Note" from Virginia to Roosevelt Roads, Puerto Rica
Achille Broennimann 202-685-5965
$31,000

U. S. Army Corps of Engineers:
November 13, 2001 completion date/on time
Evans-Hamilton, Inc. Purchase Order # 6000-28-11. Remove and replace a wave action POD located Gulf of Mexico near Alabama Point. This project is ongoing and Walter Marine has provided this service three times since 11-13-2001. Contact Larry G. Caviness U. S. Army Corps of Engineer Research & Development Center, Vicksburg, Mississippi, 601-634-2338
$5,000

2002

Florida Fish & Wildlife Conservation Commission:
December 17, 2002 completion date/on time
FWC Contract #FWCC-02097. Designed, manufactured & deployed 227 artificial reefs as pictured below. Patent holder No. 6,824,327 B1 Artificial Reef Model: Florida Special "FSMR"
Contact: Keith Mille, Biological Administrator
Division of Marine Fisheries Management - Artificial Reef Program
Florida Fish and Wildlife Conservation Commission
620 South Meridian Street, Box 4B2
Tallahassee, FL 32399-1600
web: http://myfwc.com/conservation/saltwater/artificial-reefs/
office: (850) 617-9633
mobile: (850) 509-2974
fax: (850) 487-4847
email: keith.mille@myfwc.com
$ Record destroyed in flood

2003

Bay County, FL
Feburary19, 2003 completion date/on time
Funding - State of Florida
Designed, manufactured & deployed
57 "Florida Specials"
Allen Golden
agolden@baycountyfl.gov
205-567-0173
$ record destroyed in flood

Destin, Okaloosa County
March 24, 2003 completion date/on time
Funding - State of Florida
Designed, manufactured & deployed
56 "Florida Special" reefs
Contact Cindy Halsey, Board of County Commissioners

602C North Pearl St., Crestview, FL 32536 850-651-7394
$ record destroyed in flood

Escambia County, Florida:
May 12, 2003 completion date/on time
Funding - State of Florida
Purchase Order #231562-1. Contract with Escambia County, Florida for the design, manufacture & deployment of 113 "Florida Special" artificial reefs.
Contact: Trey Goodman at the Parks and Recreation Department of Escambia for projects from 1990 to 1993. Robert Turpin Escambia County Reef Coordinator (robert_turpin@co.escambia.fl.us) for 2003 contracts (850) 595-4395. Eileen Beard Escambia County Recreational board member since 1988 (850) 433-4319.
$ record destroyed in flood

Taylor County, Florida
2002 & 2003 completion date/on time
Sub-contacted to ARI. Precision deployment of ARI reef units. Contact Clay Olsen at (850) 838-3508.
$ record destroyed in flood

Organization for Artificial Reefs (OAR):
2003 Contracted to ARI. Precision deployment of ARI reef units. Contact Alan Richardson - (grouperboy@yahoo.comOAR)
2545 Blairstone Pines Drive Tallahassee, FL 32301
at (850) 656-2114.
$ record destroyed in flood

2004

Destin, Okaloosa County, Florida
June 8, 2004 completion date/on time
Designed, manufactured & deployed
60 "Florida Special" reefs
Contact Cindy Halsey, Board of County Commissioners
602C North Pearl St., Crestview, FL 32536 850-651-7394
$ record destroyed in flood

2005

Martin County, Florida
June, 2005 completion date/on time
Funding - State of Florida
Designed, manufactured & deployed
60 “Florida Specials. Contact: Kathy
Fitzpatrick, PE, Coastal Engineer, Martin County Engineering Department

2401 SE Monterey Rd., Stuart, FL 34996
$ record destroyed in flood

Mexico Beach, FL
January 11, 2005 completion date/on time
Designed, manufactured & deployed
33 "Florida Special" reefs
Contact Robert Cox
rcox@mchsi.com
WWW.MBARA.ORG
$ record destroyed in flood

Okaloosa County, Florida
June 2005 completion date/on time
Funding - State of Florida $100,000 project
Okaloosa County Reef development Project 2004, “Starfish Artificial Reef”
Designed, manufactured & deployed 120 "Florida Special" artificial reefs
Contact Cindy Halsey, Board of County Commissioners
602C North Pearl St., Crestview, FL 32536 850-651-7394
$ record destroyed in flood

2006

Escambia County, Florida
June 2006 completion date/on time
Funding - State of Florida
Contract # PD05-06.064
Designed, manufactured & deployed 20 "Florida Special" reefs. Contact Robert Turpin
Escambia County Reef Coordinator (robert_turpin@co.escambia.fl.us) 850-595-4395
$ record destroyed in flood

State of Alabama
2004 – 2006 completion date/on time
Designed, manufactured & deployed 460 “Florida Specials”. Contact: Craig Newton (Craig.Newton@dcnr.alabama.gov) or Kevin Anson (Kevin.Anson@dcnr.alabama.gov) 251-968-7576, Alabama Department of Conservation, P. O. Drawer 458, Gulf Shores, AL 36547
$ record destroyed in flood

Santa Rosa County, Florida
June 2006 completion date/on time
Funding - State of Florida
Designed, manufactured & deployed
30 “Florida Limestone” reefs
Contact Contact: Keith Mille, Biological Administrator
Division of Marine Fisheries Management - Artificial Reef Program

Florida Fish and Wildlife Conservation Commission
620 South Meridian Street, Box 4B2
Tallahassee, FL 32399-1600
web: http://myfwc.com/conservation/saltwater/artificial-reefs/
office: (850) 617-9633
mobile: (850) 509-2974
fax: (850) 487-4847
email: keith.mille@myfwc.com
$ record destroyed in flood

City of Destin, Florida
June 2006 completion date/on time
Funding - State of Florida
RFP # P06-01A"Barnacle" Artificial Reef Project
Designed, manufactured & deployed 30 "Florida Special" reefs Contact Cindy Halsey 850-651-7394 or Scott 850-978-0009
$ record destroyed in flood

Okaloosa County, Florida
September 2006 completion date/on time
Funding - State of Florida
Purchased, cleaned & deployed 129' Tugboat
Contact Cindy Halsey 850-651-7394 or Scott 850-978-0009
$ record destroyed in flood

2007

Mexico Artificial Reef Program
2007 completion date/on time
Funding - State of Florida
Designed, manufactured & deployed 75 Florida Limestone reef units
Mexico Artificial Reef Association
Contact Robert L. Cox Jr
rcox@mchsi.com
WWW.MBARA.ORG
$ record destroyed in flood

Escambia County, Florida
April 2007 completion date/on time
Funding - State of Florida
Deployed approx. 200 tons of pipe + designed, manufactured & deployed 16 Florida Limestone reef units
Contact Robert Turpin Escambia County Reef Coordinator
(robert_turpin@co.escambia.fl.us) 850-595-4395
$ - record destroyed in flood

State of Mississippi
July, 2007 completion date/on time
Designed, manufactured & deployed 240 reef units (15 Florida Specials & 225 Florida Limestone)
Contact: James Sanders - (James.Sanders@dmr.ms.gov) Artificial Reef Bureau Director | Office of Marine Fisheries Mississippi Department of Marine Resources |dmr.ms.gov
1141 Bayview Avenue | Biloxi, MS 39530 Office: 228-523-4089
$ - record destroyed in flood

State of Alabama
2007 completion date/on time
Designed, manufactured & deployed (50 Florida Specials & 365 Florida Limestone)
Contact Craig Newton (Craig.Newton@dcnr.alabama.gov) or Kevin Anson (Kevin.Anson@dcnr.alabama.gov) 251-968-7576, Alabama Department of Conservation, P. O. Drawer 458, Gulf Shores, AL 36547
$ - record destroyed in flood

State of Alabama
2007 completion date/on time
Designed, manufactured & deployed
(40 Florida Specials & 20 Florida Limestone)
Contact Craig Newton (Craig.Newton@dcnr.alabama.gov) or Kevin Anson (Kevin.Anson@dcnr.alabama.gov) 251-968-7576, Alabama Department of Conservation, P. O. Drawer 458, Gulf Shores, AL 36547
$ - record destroyed in flood

Panama City, Bay County, FL - Organization of Artificial Reefs
2007 completion date/on time
Designed, manufactured & deployed
25 "Florida Limestone" reefs
Contact Alan Richardson - (grouperboy@yahoo.comOAR)
2545 Blairstone Pines Drive Tallahassee, FL 32301
at (850) 656-2114.
$ - record destroyed in flood

2008

State of Mississippi
2008 completion date/on time
Designed, manufactured & deployed 60 Florida Limestone reef units
Contact James Sanders - (James.Sanders@dmr.ms.gov) Artificial Reef Bureau Director | Office of Marine Fisheries Mississippi Department of Marine Resources |dmr.ms.gov 1141 Bayview Avenue | Biloxi, MS 39530
Office: 228-523-4089
$ - record destroyed in flood

Escambia County, Florida
2008 completion date/on time
Funding - State of Florida
Designed, manufactured & deployed
30 Florida Limestone reef units
Contact Robert Turpin Escambia County Reef Coordinator
(robert_turpin@co.escambia.fl.us) 850-595-4395
$ - record destroyed in flood

Mexico Beach Artificial Reef Association
2008 completion date/on time
Funding - State of Florida
Designed, manufactured & deployed
100+ Florida Special – Florida Limestone reef units
Robert L. Cox Jr
rcox@mchsi.com
WWW.MBARA.ORG
Mexico Beach Artificial Reef Association 850-819-2333
$ - record destroyed in flood

2009

State of Mississippi
2009 completion date/on time
Purchased, cleaned and deployed 85' Shrimp boat
Contact James Sanders - (James.Sanders@dmr.ms.gov) Artificial Reef Bureau Director | Office of Marine Fisheries Mississippi Department of Marine Resources |dmr.ms.gov 1141 Bayview Avenue | Biloxi, MS 39530 Office: 228-523-4089
Vessel was acquired by Walter Marine and cleaned to U.S. army Corps of Engineers/U.S. Coast Guard specifications, towed to site in Gulf of Mexico and sunk. The vessel was anchored and sunk offshore from Biloxi, MS.
$25,000

City of Mexico Beach
June 2009 completion date/on time
Funding - State of Florida
Designed, manufactured & deployed
29 Florida special & 26 Grouper reefs
Robert L. Cox Jr
rcox@mchsi.com
WWW.MBARA.ORG
Mexico Beach Artificial Reef Association 850-819-2333
$ - record destroyed in flood

Escambia County
June 2009 completion date/on time

Deployed residue of ARI reefs and designed, manufactured & deployed 3 Florida Limestone & 1 grouper reef
Contact Robert Turpin Escambia County Reef Coordinator (robert_turpin@co.escambia.fl.us) 850-595-4395
$ - record destroyed in flood

State of Alabama
June 2009 completion date/on time
Deployed 2 barge loads of concrete rubble from old Gulf State Park fishing pier
Contact Craig Newton (Craig.Newton@dcnr.alabama.gov) or Kevin Anson (Kevin.Anson@dcnr.alabama.gov) 251-968-7576, Alabama Department of Conservation, P. O. Drawer 458, Gulf Shores, AL 36547
$ - record destroyed in flood

State of Alabama
July 2009 completion date/on time
Designed, manufactured & deployed
12 Florida Limestone reefs next to new Gulf State Park Fishing Pier
Contact Craig Newton (Craig.Newton@dcnr.alabama.gov) or Kevin Anson (Kevin.Anson@dcnr.alabama.gov) 251-968-7576, Alabama Department of Conservation, P. O. Drawer 458, Gulf Shores, AL 36547
$ - record destroyed in flood

City of Gulf Breeze
September 1, 2009 completion date/on time
400 ft. EcoSystems Wave Barrier
Heather Reed
Project Manager
The City of Gulf Breeze Deadman's Island Restoration Project
Ecological Consulting Services Inc
38 S Blue Angel Pkwy #346
Pensacola , FL 32506
850-417-7008
850-346-2073
$201,000

2010

State of Alabama project:
March, 2010 completion date/on time
Manufactured 546 Wave Attenuator Devices – 13,000 lbs ea. and delivered to Bayou LaBatre, AL
J & W Marine Enterprises, Inc.
Wayne Eldridge, President 251-751-4127
$546,000

Mexico Beach Artificial Reef Association
September 28, 2010 completion date/on time
Funding - State of Florida
Designed, manufactured & deployed
1 Florida special, 18 Florida limestone & 3 EcoSystems on pedestals
Robert L. Cox Jr
rcox@mchsi.com
WWW.MBARA.ORG
Mexico Beach Artificial Reef Association (850) 647-6169
$-Record destroyed in flood

2011

Organization of Artificial Reefs
May 3, 2011 completion date/on time
Designed, manufactured & deployed
15 Florida Special Artificial Reefs
Contact Alan Richardson - (grouperboy@yahoo.comOAR)
2545 Blairstone Pines Drive Tallahassee, FL 32301
at (850) 656-2114.
$-Record destroyed in flood

Mexico Beach Artificial Reef Association
May 5, 2011 completion date/on time
Funding - State of Florida
Designed, manufactured & deployed
22 Florida Limestone, 8 EcoSystems & 5 Grouper artificial reef units
Robert L. Cox Jr
rcox@mchsi.com
WWW.MBARA.ORG
Mexico Beach Artificial Reef Association (850) 647-6169
$-Record destroyed in flood

Florida Fish & Wildlife FWC 09/10-102
May 23, 2011 completion date/on time
Manufactured & deployed 1800 Artificial reefs. Designed and built a device to deploy 4 units at a time maintaining 6 inches clearance between.
Contact: Keith Mille, Biological Administrator
Division of Marine Fisheries Management - Artificial Reef Program
Florida Fish and Wildlife Conservation Commission
620 South Meridian Street, Box 4B2
Tallahassee, FL 32399-1600
web: http://myfwc.com/conservation/saltwater/artificial-reefs/
office: (850) 617-9633
mobile: (850) 509-2974
fax: (850) 487-4847

email: keith.mille@myfwc.com
Bill Lindberg - WJLindberg@mail.ifas.ufl.edu
352-392-9617 ext 239 & 352-871-5104
Funding - State of Florida $508,333.00 .

City of Gulf Breeze, Florida
June, 2011 completion date/on time
Designed, manufactured & deployed
Deadman's Island EcoSystems Living Wave Barrier
Heather Reed
Project Manager
The City of Gulf Breeze Deadman's Island Restoration Project
Ecological Consulting Services Inc
38 S Blue Angel Parkway #346
Pensacola FL 32506
850-417-7008
850-346-2073 (cell preferred)
$325,000

Texas Parks & Wildlife Department
Contract 802-11-13077
April 15, 2011 to August 31, 2011 completion date/on time
Designed, manufactured & deployed
200 "Florida Specials" & 200 "Florida Limestone" reef units offshore.
Dale Shively 512-389-4686
$498,000

Escambia County, Florida
July, 2011 completion date/on time
Designed, manufactured and deployed
33 EcoSystems Snorkeling Reefs on Pensacola
Beach. Designed and built a special device to install the reefs on 20' pilings driven
Piling without the use of divers
Contact Robert Turpin (robert_turpin@co.escambia.fl.us) 850-595-4395
$60,000

Okaloosa County
July 28, 2011 completion date/on time
Design, Manufacture and Deploy
32 Florida Limestone reefs
Scott Henson
shenson@co.okaloosa.fl.us
$48,400

2012

Mexico Artificial Reef Association

April, 2012 completion date/on time
Funding - State of Florida
Designed, manufactured & deployed
31 Florida Limestone
10 EcoSystems
13 Grouper Reefs
Robert L. Cox Jr
rcox@mchsi.com
WWW.MBARA.ORG
$-Destroyed in flood

Mexico Beach, FL
April 6, 2012 completion date/on time
Designed, manufactured & deployed
3 piling mounted EcoSystems
Robert L. Cox Jr
rcox@mchsi.com
WWW.MBARA.ORG
$3,000

Santa Rosa County
May 21, 2012 & September 21, 2012 completion date/on time
Designed, manufactured & deployed
135 EcoSystem Snorkeling Reefs
Mark Griffith
mark.griffith.home@gmail.com
850.677.1875
$199,995

Okaloosa County
August 7, 2012 completion date/on time
Funding - State of Florida
Designed, manufactured & deployed
40 Florida Limestone Reefs
Scott Henson
shenson@co.okaloosa.fl.us
850-978-0009
$-Record destroyed in flood

Panama City, Bay County, FL
July 10, 2012 completion date/on time
Designed, manufactured & deployed
20 Florida Limestone, 10 Grouper reefs & 10 EcoSystems units.
Allen Golden
agolden@baycountyfl.gov

205-567-0173
$63,000

2013

Yellow River Marsh Preserve
March 2013 completion date/on time
Funding - State of Florida
Designed, manufactured & deployed
1000' EcoSystem Wave Attenuators
Earth Ethics 850-549-7472
$349,275

Mexico Beach
April, 2013 completion date/on time
Funding - State of Florida
Designed, manufactured & deployed
10 EcoSystems Reefs
28 Florida Limestone
10 Grouper
Robert L. Cox Jr
rcox@mchsi.com
WWW.MBARA.ORG
$79,950

Alabama Reef Foundation
June, 2013 completion date/on time
Purchased, cleaned and deployed 271 ship “The Lulu”
Vince Lucido, PE & PLS
Lucido Engineering and Surveying, LLC
24693 Canal Rd. Suite A
Orange Beach, AL 36561
251 967 3250 office
VinceLucido@Lucidoeng.com
$500,000

Alabama Department of Conservation
July 2013 completion date/on time
Designed, manufactured & deployed
220 - 6’ Florida Limestone reef units
34 - EcoSystems reef units mounted on pilings
Craig Newton (Craig.Newton@dcnr.alabama.gov) or Kevin Anson (Kevin.Anson@dcnr.alabama.gov) 251-968-7576, Alabama Department of Conservation, P. O. Drawer 458, Gulf Shores, AL 36547
$374,000

State of Alabama
August 2013 completion date/on time
Designed, manufactured & deployed
30 Super reefs
Craig Newton (Craig.Newton@dcnr.alabama.gov) or Kevin Anson (Kevin.Anson@dcnr.alabama.gov) 251-968-7576, Alabama Department of Conservation, P. O. Drawer 458, Gulf Shores, AL 36547
$402,000

State of Mississippi
September, 2013 completion date/on time
Designed, manufactured & deployed
50 Florida Limestone reefs.
James Sanders - (James.Sanders@dmr.ms.gov) Artificial Reef Bureau Director | Office of Marine Fisheries Mississippi Department of Marine Resources |dmr.ms.gov 1141 Bayview Avenue | Biloxi, MS 39530 Office: 228-523-4089
$96,000

2014

Alabama Poseidon's Playground
January, 2014 completion date/on time
Walter Marine has an ongoing contract to deploy various structures in this area. It has included statues and 6 ft. versions of Florida Limestone with famous actors handprints.
Vince Lucido, PE & PLS
Lucido Engineering and Surveying, LLC
24693 Canal Rd. Suite A
Orange Beach, AL 36561
251 967 3250 office
VinceLucido@Lucidoeng.com
$4,300

Escambia County
March 12, 2014 completion date/on time
Designed, manufactured & deployed
Snorkeling reef on Perdido Key
33 Reef units
Contact Robert Turpin 850-595-4395 (robert_turpin@co.escambia.fl.us)
$60,000

City of Mexico Beach
April 2, 2014 completion date/on time
Funding - State of Florida
Designed, manufactured & deployed 15 Grouper/EcoSystems
33 Florida Limestone
10 Super reefs

Robert L. Cox Jr
rcox@mchsi.com
WWW.MBARA.ORG
$60,000

MBARA
April 2, 2014 completion date/on time
Designed, manufactured & deployed
3 Florida Limestone
1 Grouper reef
Robert L. Cox Jr
rcox@mchsi.com
WWW.MBARA.ORG
$3,400

Panama City, Bay County
June 10, 2014 completion date/on time
Designed, manufactured & deployed
18 Florida Limestone & 18 Grouper reefs
Allen Golden
agolden@baycountyfl.gov
205-567-0173
$60,000

Panama City, Bay County
June 30, 2014 completion date/on time
Deployed two fighter jets
Allen Golden
agolden@baycountyfl.gov
205-567-0173
$22,500

Organization for Artificial Reefs
June 20, 2014 completion date/on time
4 Florida Limestone
2 Super Reefs
4 Grouper reefs
Alan Richardson alan@talcor.com
$43,050

City of St. Marks
October 23, 2014 completion date/on time
Designed, manufactured & deployed
68 Lingberg cubes & 18 EcoSystems reefs.
Contact Alan Richardson - (grouperboy@yahoo.comOAR)
2545 Blairstone Pines Drive Tallahassee, FL 32301

at (850) 656-2114.
$67,000

Texas Parks & Wildlife
September 18, 2014 completion date/on time
155 ft. Ship deployed
Dale Shively [Dale.Shively@tpwd.texas.gov]
$490,000

City of Carrabelle
July 26, 2015 completion date/on time
Funding - State of Florida
Designed, manufactured & deployed
30 Florida Limestone
1 Super Reef
Alan Richardson alan@talcor.com
$67,000

2015

City of Mexico Beach
April 8, 2015 completion date/on time
Funding - State of Florida
Designed, manufactured & deployed 18 Florida Limestone
10 Super reefs
8 Grouper Reefs
2 EcoSystems units on pilings
1 Florida Special
Robert L. Cox Jr
rcox@mchsi.com
WWW.MBARA.ORG
$165,000

City of Mexico Beach
April 8, 2015 completion date/on time
Designed, manufactured & deployed 18 Florida Limestone
4 Florida Limestone reefs
4 EcoSystems units on pilings
1 Florida Special
Robert L. Cox Jr
rcox@mchsi.com
WWW.MBARA.ORG
$16,995

City of Carrabelle
July 26, 2015 completion date/on time

Funding - State of Florida
Designed, manufactured & deployed
6 Florida Limestone
8 EcoSystems on Pedestals
12 Lindberg boxes
Alan Richardson alan@talcor.com
$55,000

Ocean Engineering cable reels
August 10, 2015 completion date/on time
Large 50 ton Cable Reels
Deployed in MBARA reef sites
Robert L. Cox Jr
rcox@mchsi.com
WWW.MBARA.ORG
$73,000

MoBay Gas Platform
August, 2015 completion date/on time
Disassemble, transport & deploy a gas platform.
Reef was paid for by Mobay LLC and deployed as a public reef for the State of Alabama.
Craig Newton (Craig.Newton@dcnr.alabama.gov)
$1,350,000

Escambia County
August 24, 2015 completion date/on time
Design, manufacture and depoy
12 Florida Limestone
Contact Robert Turpin 850-595-4395 (robert_turpin@co.escambia.fl.us)
$19,200

City of Gulf Breeze
September 11, 2015 completion date/on time
238 EcoSystems Wave Barrier units
Design, manufacture and depoy
Heather Reed
Project Manager
The City of Gulf Breeze Deadman's Island Restoration Project
Ecological Consulting Services Inc
38 S Blue Angel Pkwy #346
Pensacola , FL 32506
850-417-7008
850-346-2073
$423,500

Iberia Soil & Water Conservation District
November 14, 2015 completion date/on time
Design, manufacture and install 500 ft. of EcoSystems Wave Attenuator at Shark IslandJoey Breaux
Agri. Enviro. Specialist/Admin. Coord.
LDAF/Office of Soil & Water Conservation
225.922.1269
$677,156

South Walton Artificial Reef Association
Oct. 7, 2015 completion date/on time
58 EcoSystems Snorkeling Reefs on Grayton Beach
SWARA, Inc. P.O. Box 2482 Santa Rosa Beach, FL 32459
info@waltonreefs.org
$162,250

2016

Escambia County, Florida
January 14, 2016 completion date/on time
Deployed tugboat Ocean Wind
Contact Robert Turpin 850-595-4395 (robert_turpin@co.escambia.fl.us)
$18,000

Alabama Department of Conservation
March 22, 2016 completion date/on time
Designed, manufactured & deployed
150 - 8' Florida Limestone reef units
Craig Newton (Craig.Newton@dcnr.alabama.gov) or Kevin Anson (Kevin.Anson@dcnr.alabama.gov) 251-968-7576, Alabama Department of Conservation, P. O. Drawer 458, Gulf Shores, AL 36547
$315,000

City of Mexico Beach
May 11, 2016 completion date/on time
Designed, manufactured & deployed
18 Florida Limestone
2 Grouper Reefs
1 Florida Special
8 coops
Robert L. Cox Jr
rcox@mchsi.com
WWW.MBARA.ORG
$57,687

Bay County
May 14, 2016 completion date/on time
Designed, manufactured & deployed 5 Super Reefs
Allen Golden
agolden@baycountyfl.gov
205-567-0173
$60,000

City of Mexico Beach
May 11, 2016 completion date/on time
Funding - State of Florida
Designed, manufactured & deployed
31 Florida Limestone
15 Grouper Reefs
Robert L. Cox Jr
rcox@mchsi.com
WWW.MBARA.ORG
$84,990

Alabama Department of Conservation
June 30, 2016 completion date/on time
Deployed state supplied 7,289 tons of concrete culvert/boxes
Craig Newton (Craig.Newton@dcnr.alabama.gov) or Kevin Anson (Kevin.Anson@dcnr.alabama.gov) 251-968-7576, Alabama Department of Conservation, P. O. Drawer 458, Gulf Shores, AL 36547
$121,000

State of Mississippi
June 16, 2016 completion date/on time
Built molds according to state supplied design, manufactired and deployed
229 Juvenile reef Fish Habitats
James Sanders - (James.Sanders@dmr.ms.gov) Artificial Reef Bureau Director | Office of Marine Fisheries Mississippi Department of Marine Resources |dmr.ms.gov 1141 Bayview Avenue | Biloxi, MS 39530 Office: 228-523-4089
$194,250

Alabama Department of Conservation
Sept 15, 2016 completion date/on time
Deployed 50 Super Reefs & 125 EcoSystems on Pilings
Craig Newton (Craig.Newton@dcnr.alabama.gov) or Kevin Anson (Kevin.Anson@dcnr.alabama.gov) 251-968-7576, Alabama Department of Conservation, P. O. Drawer 458, Gulf Shores, AL 36547
$1,041,000

Ocean Engineering cable reels
Sept. 17, 2016 completion date/on time
Five Large 50 ton Cable Reelsl
Deployed in MBARA reef sites
Robert L. Cox Jr
rcox@mchsi.com
$40,000

City of Mexico Beach
Oct 14, 2016 completion date/on time
Funding - NRDA
Designed, manufactured & deployed
102 Florida Limestone
20 Super Reefs
Robert L. Cox Jr
rcox@mchsi.com
WWW.MBARA.ORG
$427,174

City of Mexico Beach
Oct 15, 2016 completion date/on time
Funding - NRDA
Designed, manufactured & deployed
54 Florida Limestone
10 Super Reefs
Robert L. Cox Jr
rcox@mchsi.com
WWW.MBARA.ORG
$219,004

Alabama Department of Conservation
Oct. 26, 2016 completion date/on time
Deployed 2 Super Reefs
Craig Newton (Craig.Newton@dcnr.alabama.gov) or Kevin Anson (Kevin.Anson@dcnr.alabama.gov) 251-968-7576, Alabama Department of Conservation, P. O. Drawer 458, Gulf Shores, AL 36547
$26,025

City of Mexico Beach
Nov. 16, 2016 completion date/on time
Funding - NRDA
Designed, manufactured & deployed
66 Florida Limestone
Robert L. Cox Jr
rcox@mchsi.com
WWW.MBARA.ORG
$119,999.88

2017

Alabama Department of Conservation
Feb. 15, 2017 completion date/on time
Deployed 132 EcoSystem Reefs on pilings
Craig Newton (Craig.Newton@dcnr.alabama.gov) or Kevin Anson (Kevin.Anson@dcnr.alabama.gov) 251-968-7576, Alabama Department of Conservation, P. O. Drawer 458, Gulf Shores, AL 36547
$400,000

City of Mexico Beach
Feb. 17, 2017 completion date/on time
Funding - Local
Designed, manufactured & deployed
7 Memorial Reefs
6 Grouper Reefs
2 - EcoSystems on discs
5 Chicken Transport Devices
Robert L. Cox Jr
rcox@mchsi.com
WWW.MBARA.ORG
$23,450

City of Mexico Beach
April 28, 2017 completion date/on time
Funding - FWC
Designed, manufactured & deployed
30 Grouper Reefs
Robert L. Cox Jr
rcox@mchsi.com
WWW.MBARA.ORG
$60,000

City of Mexico Beach
May 10, 2017 completion date/on time
Funding - NRDA
Designed, manufactured & deployed
179 EcoSystems
Robert L. Cox Jr
rcox@mchsi.com
WWW.MBARA.ORG
$568,998

Escambia County, Florida:
May 31, 2017 completion date/on time
Funding - NRDA
30 Florida Limesone Reef units and 8 Super Reefs.
Robert Turpin Escambia County Reef Coordinator robert_turpin@co.escambia.fl.us for 2003 contracts (850) 595-4395. Eileen Beard Escambia County Recreational board member since 1988 (850) 433-4319.
$150,000

Walton County
July 21, 2017 completion date/ on time
Funding NRDA
170 Grouper reefs
185 Florida Limestone Reef units
Melinda Gates
Environmental Specialist, "Coastal Resource Liaison"
Phone: (850)892-8108
$681,000

Walton County
July 23, 2017 completion date/ on time
Funding NRDA
254 EcoSystems Snorkeling Reefs
Melinda Gates
Environmental Specialist, "Coastal Resource Liaison"
Phone: (850)892-8108
$803,148

Santa Rosa
Sept. 28, 2017 completion date/ on time
48 EcoSystems Snorkeling Reefs
Sheila Fitzgerald
Grants & Special Programs Director
Santa Rosa County Board of Commissioners
P: 850.981.2016 | C: 850.393.5239 | F: 850.981.2015
$171,600

2018

City of Mexico Beach
April 23, 2018 completion date/on time Funding – FWC
Designed, manufactured & deployed
10 Super Reefs
8 Grouper Reefs
5 Florida Limestone pyramid
Robert L. Cox Jr
rcox@mchsi.com
WWW.MBARA.ORG
$146,710

Mexico Beach Artificial Reef Association
April 23, 2018 completion date/on time
Funding - Private
Designed, manufactured & deployed
7 - 10' Florida Limestone Pyramids
3 - 8' Florida Limestone Pyramids
1 Grouper
Robert L. Cox Jr
rcox@mchsi.com
WWW.MBARA.ORG
$21,700

Alabama Department of Conservation
April 24, 2017 completion date/on time
Funding - NRDA
Deployed Concrete Pipe & one Tugboat
Craig Newton (Craig.Newton@dcnr.alabama.gov) or Kevin Anson (Kevin.Anson@dcnr.alabama.gov) 251-968-7576, Alabama Department of Conservation, P. O. Drawer 458, Gulf Shores, AL 36547
$179,000

Alabama Department of Conservation
June 18,2018 completion date/on time
Funding - NRDA
Deployed 120 Super Reefs
Craig Newton (Craig.Newton@dcnr.alabama.gov) or Kevin Anson (Kevin.Anson@dcnr.alabama.gov) 251-968-7576, Alabama Department of Conservation, P. O. Drawer 458, Gulf Shores, AL 36547
$1,209,000

Walton County
June 2018 completion date/ on time
Funding FWC
12 Florida Limestone Pyramid Reefs
10 EcoSystems on Pedestals
14 Lingberg Cubes
Melinda Gates
Environmental Specialist, "Coastal Resource Liaison"
Phone: (850)892-8108
$59,800

South Walton Artificial Reef Association
June 27, 2018 completion date/on time
Underwater Muesum
SWARA, Inc. P.O. Box 2482 Santa Rosa Beach, FL 32459
info@waltonreefs.org
$10,500

Santa Rosa
Sept. 24, 2018 Ongoing project scheduled completion 12/31/2018
Funding - NRDA
40 Florida Limestone Pyramid Reefs
26 Grouper
22 Super Reefs
Sheila Fitzgerald
Grants & Special Programs Director
Santa Rosa County Board of Commissioners
P: 850.981.2016 | C: 850.393.5239 | F: 850.981.2015
$1,224,200

Alabama Department of Conservation
Oct. 15,2018 completion date/on time
Funding - NRDA
Deployed 600 10' Florida Limestone Reefs
Craig Newton (Craig.Newton@dcnr.alabama.gov) or Kevin Anson (Kevin.Anson@dcnr.alabama.gov) 251-968-7576, Alabama Department of Conservation, P. O. Drawer 458, Gulf Shores, AL 36547
$1,200,000

Alabama Department of Conservation
Nov. 20,2018 completion date/on time
Funding - NRDA
Deployed 166 Snorkel Reefs
Craig Newton (Craig.Newton@dcnr.alabama.gov) or Kevin Anson (Kevin.Anson@dcnr.alabama.gov) 251-968-7576, Alabama Department of Conservation, P. O. Drawer 458, Gulf Shores, AL 36547
$590,345

2019

Escambia County, Florida:
March 15/2019
Funding - NRDA
304 Florida Limestone, 44 Super Reefs
Robert Turpin Escambia County Reef Coordinator robert_turpin@co.escambia.fl.us for 2003 contracts (850) 595-4395. Eileen Beard Escambia County Recreational board member since 1988 (850) 433-4319.

Santa Rosa
March 15, 2019
Funding - NRDA
269 Florida Limestone Pyramid Reefs
153 Grouper
22 Super Reefs
Sheila Fitzgerald
Grants & Special Programs Director
Santa Rosa County Board of Commissioners
P: 850.981.2016 | C: 850.393.5239 | F: 850.981.2015
$1,224,200

Okaloosa County
April 19, 2019
Funding - NRDA
205 EcoSystem pile mounted snorkeling reefs
Okaloosa County Commissioners
Alex Fogg
Marine Resource Coordinator
(850) 609-5394
$719,998

Okaloosa County
April 30, 2019
Funding - NRDA
14 Super Reefs
310 8’ Florida Limestone
113 Grouper
Okaloosa County Commissioners
Alex Fogg
Marine Resource Coordinator
(850) 609-5394
$978,441

Okaloosa County
July 31, 2019
Funding - NRDA
12 Super Reefs
Okaloosa County Commissioners
Alex Fogg
Marine Resource Coordinator
(850) 609-5394
$120,000

Walton County
July 31 2019
Funding FWC
5 Florida Limestone Pyramid Reefs
48 Florida Limestone
4 Grouper
Melinda Gates
Environmental Specialist, "Coastal Resource Liaison"
Phone: (850)892-8108
$152,000

Texas Parks & Wildlife Department
Purchase Order #518406
November 8, 2019 completion date/on time
Manufactured & deployed
180 Low Relief reefs
Dale Shively 512-389-4686
$234,000

2020

Boy Scouts of America Troop 49
May 8, 2020 completion date/on time
Funding - Private
Deployed 60' shrimp boat
Garret Ard
251-979-9266
$25,000

Mexico Beach Artificial Reef Association
May 18, 2020 completion date/on time
Funding - Private
Designed, manufactured & deployed
6 - 8' Florida Limestone Pyramids
3 – EcoSystems reefs
1 – Grouper reef
Robert L. Cox Jr
rcox@mchsi.com
WWW.MBARA.ORG
$44,739

City of Mexico Beach
May 18, 2020 completion date/on time
Funding – FWC
Designed, manufactured & deployed
6 Super Reefs
17 Florida Limestone pyramid
Robert L. Cox Jr
rcox@mchsi.com
WWW.MBARA.ORG
$92,309

A.

Okaloosa County
May 28, 2020 completion date/on time
Funding - NRDA
35 - 8' pyramids
5 - Super Reefs
Okaloosa County Commissioners
Alex Fogg
Marine Resource Coordinator
(850) 609-5394
$120,000

Escambia County, Florida:
June 18/2020 completion date/on time
Funding - NRDA
17 Snorkel reefs
Robert Turpin Escambia County Reef Coordinator robert_turpin@co.escambia.fl.us for 2003 contracts (850) 595-4395. Eileen Beard Escambia County Recreational board member since 1988 (850) 433-4319.
$59,500

Alabama Department of Conservation
July 8, 2020 completion date/on time
Funding - NRDA
Deployed 327 anchored shallow-water limestone and concrete matrix type reefs
Craig Newton (Craig.Newton@dcnr.alabama.gov) or Kevin Anson (Kevin.Anson@dcnr.alabama.gov) 251-968-7576, Alabama Department of Conservation, P. O. Drawer 458, Gulf Shores, AL 36547
$1,140,000

City of Mexico Beach
August 12, 2020 completion date/on time
Funding – FWC
Designed, manufactured & deployed
9 Super Reefs
27 Florida Limestone pyramid
3 Grouper
Robert L. Cox Jr
rcox@mchsi.com
WWW.MBARA.ORG
$157,200

Okaloosa County
August 11, 2020 completion date/on time
Funding - NRDA
4 FADs
Okaloosa County Commissioners
Alex Fogg
Marine Resource Coordinator
(850) 609-5394
$312,996

A.

Alabama Wildlife Federation Inc.
Sept. 8, 2020 completion date/on time
3050 Lanark Rd.
Millbrook, AL 36054
Culverts
$25,600

Bay County
Oct. 27, 2020 completion date/on time
Designed, manufactured & deployed 10 Super Reefs & 23 - 8' pyramids
Allen Golden
agolden@baycountyfl.gov
205-567-0173
$142,179

Bay County
Nov. 2, 2020 completion date/on time
Designed, manufactured & deployed 8 Super Reefs & 23 - 8' pyramids
Allen Golden
agolden@baycountyfl.gov
205-567-0173
$125,749

Bay County
Nov. 16, 2020 completion date/on time
Designed, manufactured & deployed 8 Super Reefs & 40- 8' pyramids
Allen Golden
agolden@baycountyfl.gov
205-567-0173
$152,209

Bay County
Nov. 23, 2020 completion date/on time
Designed, manufactured & deployed 8 Super Reefs & 23- 8' pyramids
Allen Golden
agolden@baycountyfl.gov
205-567-0173
$125,749

Bay County
Dec. 12, 2020 completion date/on time
Designed, manufactured & deployed 9 Super Reefs & 22- 8' pyramids
Allen Golden
agolden@baycountyfl.gov
205-567-0173
$131,129

Bay County
Dec. 22, 2020 completion date/on time
Designed, manufactured & deployed 8 Super Reefs & 27- 8' pyramids
Allen Golden
agolden@baycountyfl.gov
205-567-0173
$128,809

2021

Santa Rosa
January 6, 2021 completion date/on time
Funding - FWC
269 Florida Limestone Pyramid Reefs
9 Grouper
2 Super Reefs
31 FLAR
Sheila Fitzgerald
Grants & Special Programs Director
Santa Rosa County Board of Commissioners
P: 850.981.2016 | C: 850.393.5239 | F: 850.981.2015
$99,237.63

Navarre Chamber Foundation
January 6, 2021 completion date/on time
Self
5 Super Reefs
Mike Sandler <mjsandler@bellsouth.net>
$55,637.90

A.

State of Florida

Department of State

I certify from the records of this office that WALTER MARINE is a Fictitious Name registered with the Department of State on May 8, 2002.

The Registration Number of this Fictitious Name is G02128900237.

I further certify that said Fictitious Name Registration is active.

I further certify that said Fictitious Name Registration filed a renewal on June 6, 2017, and expires on December 31, 2022.

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Seventh day of June, 2017



Authentication ID: **100300043281-060717-G02128900237**

To authenticate this certificate,visit the following site, enter this ID, and then follow the instructions displayed.
https://efile.sunbiz.org/certauthver.html

TOWN OF DAVIE
Business Tax Receipts Division
6591 Orange Drive, Davie, FL 33314
Telephone: 954-797-1212
Email: btr@davie-fl.gov
Website: www.davie-fl.gov

Business Name: WALTER MARINE
Address: 4651 SW 74 TER

City, ST, Zip: DAVIE, FL, 33314

TOWN OF DAVIE

Business Tax Receipt
Effective Date: 10/1/2020
Expiration Date: 9/30/2021

License Number
158

DBA Name:
Business Name: WALTER MARINE
Address: 4651 SW 74 TER

City, ST, Zip: Davie, FL, 33314

Business Phone: (251) 979-2200
Square Footage:

License Type: Offices Desk Space No Stock

CERTIFICATE OF USE

*The Business Tax Receipt is an acknowledgment that a Business Tax has been paid pursuant to Sec. 13-17 of the Town Code. Please contact the Towns Business Tax Receipt Division if the business has ceased, moved or changed ownership.

**The Certificate of Use is an acknowledgment that the business was determined to have met the requirements of Sec. 12-[illegible]2 of the Town Code. If blank, Certificate of Use details are on file with Business Tax Receipts Division.

Company ID Number: 475888

Approved by:

Employer Walter Marmer	
Name (Please Type or Print) Oscar M Walter	Title
Signature Electronically Signed	Date 05/23/2016
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/23/2016

E-Verify

A.

Company ID Number: [illegible]

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	[illegible]
Company Facility Address	[illegible] Andrews Lane Orange Beach, AL [illegible]
Company Alternate Address	PO Box [illegible] Orange Beach, AL [illegible]
County or Parish	BALDWIN
Employer Identification Number	[illegible]
North American Industry Classification Systems Code	[illegible]
Parent Company	
Number of Employees	[illegible]
Number of Sites Verified for	1

FRANKLIN COUNTY, FLORIDA

2021 BUDDY WARD ARTIFICIAL REEF PROJECT

REQUEST FOR PROPOSALS
ADDENDUM #1 DATED 03/22/21
RFP # 2020-01

Contractor must comply with ALL federal requirements listed in the attached FWC Grant Agreement 20011

STATE OF FLORIDA
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

AGREEMENT NO. 20011

CFDA Title(s): Federal Aid in Sportfish Restoration	**CFDA No(s).:** 15.605
Name of Federal Agency(s): U.S. Fish and Wildlife Service	
Federal Award No(s): FL-F-F20AF11284	**Federal Award Year(s):** 2020-2021
Federal Award Name(s): Marine Artificial Reef Planning, Development, Administration, and Assessment in Florida	
CSFA Title(s).: Florida Artificial Reef Program	**CSFA No(s).:** N/A
State Award No(s).: FWC-20011	**State Award Year(s):** N/A
State Award Name(s): Franklin County Artificial Reef Construction 2020-21	

This Agreement is entered into by and between the Florida Fish and Wildlife Conservation Commission, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter **"Commission,"** and Franklin County Board of Commissioners, FEID # 59-6000612, · ·ddress is 33 Market Street, Suite 203, Apalachicola, FL 32320, hereinafter **"Grantee."**

WHEREAS, the Commission and Grantee have partnered together to construct three artificial reef complexes by deploying at least 25 concrete prefabricated reef modules within Buddy Ward permitted area; and,

WHEREAS, Grantee has been awarded the grant entitled "Franklin County Artificial Reef Construction 2020-2021/ FWC-20011; and,

WHEREAS, such benefits are for the ultimate good of the State of Florida, its resources, wildlife, and public welfare.

NOW THEREFORE, the Commission and the Grantee, for the considerations hereafter set forth, agree as follows:

1. **PROJECT DESCRIPTION.**

The Grantee shall provide the services and perform the specific responsibilities and obligations, as set forth in the Scope of Work, attached hereto as Attachment A and made a part hereof (hereafter, Scope of Work). The Scope of Work specifically identifies project tasks and accompanying deliverables. These deliverables must be submitted and approved by the Commission prior to any payment. The Commission will not accept any deliverable that does not comply with the specified required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If this agreement is the result of Grantee responses to the Commission's request for competitive or other grant proposals, the Grantee's response is hereby incorporated by reference.

2. PERFORMANCE.

The Grantee shall perform the activities described in the Scope of Work in a proper and satisfactory manner. Unless otherwise provided for in the Scope of Work, any and all equipment, products or materials necessary or appropriate to perform under this Agreement shall be supplied by the Grantee. Grantee shall obtain all necessary local, state, and federal authorizations necessary to complete this project, and the Grantee shall be licensed as necessary to perform under this Agreement as may be required by law, rule, or regulation; the Grantee shall provide evidence of such compliance to the Commission upon request. The Grantee shall procure all supplies and pay all charges, fees, taxes and incidentals that may be required for the completion of this Agreement. By acceptance of this Agreement, the Grantee warrants that it has the capability in all respects to fully perform the requirements and the integrity and reliability that will assure good-faith performance as a responsible Grantee. Grantee shall immediately notify the Commission's Grant Manager in writing if its ability to perform under the Agreement is compromised in any manner during the term of the Agreement. The Commission shall take appropriate action, including potential termination of this Agreement pursuant to Paragraph eight (8) below, in the event the Grantee's ability to perform under this Agreement becomes compromised.

3. AGREEMENT PERIOD.

A. **Agreement Period and Commission's Limited Obligation to Pay.** This Agreement is made pursuant to a grant award and shall be effective upon execution by the last Party to sign and shall remain in effect through 08/31/2021. However, as authorized by Rule 68-1.003, F.A.C., referenced grant programs may execute Agreements with a retroactive start date of no more than sixty (60) days, provided that approval is granted from the Executive Director or his/her designee and that it is in the best interest of the Commission and State to do so. For this agreement, the retroactive start date was not approved. The Commission's Grant Manager shall confirm the specific start date of the Agreement by written notice to the Grantee. The Grantee shall not be eligible for reimbursement or compensation for grant activities performed prior to the start date of this Agreement nor after the end date of the Agreement. For this agreement, preaward costs are not eligible for reimbursement. If necessary, by mutual agreement as evidenced in writing and lawfully executed by the Parties, an Amendment to this Agreement may be executed to lengthen the Agreement period.

4. COMPENSATION AND PAYMENTS.

A. **Compensation.** As consideration for the services rendered by the Grantee under the terms of this Agreement, the Commission shall pay the Grantee on a cost reimbursement basis in an amount not to exceed $60,000.00.

B. **Payments.** The Commission shall pay the Grantee for satisfactory performance of the tasks identified in Attachment A, Scope of Work, as evidenced by the completed deliverables, upon submission of invoices, accompanied by supporting documentation sufficient to justify invoiced expenses or fees, and after acceptance of services and deliverables in writing by the Commission's Grant Manager identified in Paragraph ten (10), below. Unless otherwise specified in the Scope of Work, invoices shall be due monthly, commencing from the start date of this Agreement. Invoices must be legible and must clearly reflect the Deliverables that were provided in accordance with the terms of the Agreement for the invoice period. Unless otherwise specified in the Scope of Work, a final invoice shall be submitted to the Commission no later than forty-five (45) days following the expiration date of this Agreement to assure the availability of funds for payment. Further, pursuant to Section 215.971(1)(d), F.S., the Commission may only reimburse the Grantee for

allowable costs resulting from obligations incurred during the agreement period specified in Paragraph three (3).

C. **Invoices.** Each invoice shall include the Commission Agreement Number and the Grantee's Federal Employer Identification (FEID) Number. Invoices, with supporting documentation, may be submitted electronically to the attention of the Commission's Grant Manager identified in Paragraph ten (10), below. If submitting hard copies, an original and two (2) copies of the invoice, plus all supporting documentation, shall be submitted. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Grantee acknowledges that the Commission's Grant Manager shall reject invoices lacking documentation necessary to justify invoiced expenses.

D. **Match.** Pursuant to grant program guidelines, the Grantee is required to contribute non-federal match towards this Agreement. If applicable, details regarding specific match requirements are included in Attachment A, Scope of Work.

E. **Travel Expenses.** If authorized in Attachment A, Scope of Work, travel expenses shall be reimbursed in accordance with Section 112.061, F.S.

F. **State Obligation to Pay.** The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation and authorization to spend by the Legislature. The Parties hereto understand that this Agreement is not a commitment to future appropriations but is subject to appropriation and authority to spend provided by the Legislature. The Commission shall be the final authority as to the availability of funds for this Agreement, and as to what constitutes an "annual appropriation" of funds to complete this Agreement. If such funds are not appropriated or available for the Agreement purpose, such event will not constitute a default on behalf of the Commission or the State. The Commission's Grant Manager shall notify the Grantee in writing at the earliest possible time if funds are not appropriated or available.

G. **Non-Competitive Procurement and Rate of Payment.** Section 216.3475, F.S., requires that under non-competitive procurements, a Grantee may not receive a rate of payment in excess of the competitive prevailing rate for those services unless expressly authorized in the General Appropriations Act. If applicable, Grantee warrants, by execution of this Agreement, that the amount of non-competitive compensation provided in this Agreement is in compliance with Section 216.3475, F.S.

H. **Time Limits for Payment of Invoices.** Payments shall be made in accordance with Sections 215.422 and 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S. provides that agencies have five (5) working days to inspect and approve Deliverables, unless the Scope of Work specifies otherwise. If payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the Deliverables are received, inspected and approved, a separate interest penalty set by the Department of Financial Services pursuant to Section 55.03(1), F.S., will be due and payable in addition to the invoice amount. Invoices returned to a Grantee due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency.

I. **Electronic Funds Transfer.** Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party has signed this Agreement. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at:

http://www.fldfs.com/aadir/direct_deposit_web/Vendors.htm

Questions should be directed to the State of Florida's EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

J. **Vendor Ombudsman.** A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency, may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

5. **RETURN OR RECOUPMENT OF FUNDS.**

A. **Overpayment to Grantee.** Pursuant to Section 215.971(1)(e) &(f), F.S., the Grantee shall return to the Commission any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Agreement that were disbursed to Grantee by the Commission. In the event the Grantee or its independent auditor discovers that overpayment has been made, the Grantee shall repay said overpayment within forty (40) calendar days without prior notification from the Commission. In the event the Commission first discovers an overpayment has been made, the Commission will notify the Grantee in writing. Should repayment not be made in a timely manner, the Commission shall be entitled to charge interest at the lawful rate of interest established pursuant to Section 55.03(1), F.S., on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the Commission's Grant Manager and made payable to the "The Florida Fish and Wildlife Conservation Commission".

B. **Additional Costs or Monetary Loss Resulting from Grantee Non-Compliance.** If the Grantee's non-compliance with any provision of the Agreement results in additional cost or monetary loss to the Commission or the State of Florida to the extent allowed by Florida Law, the Commission can recoup that cost or loss from monies owed to the Grantee under this Agreement or any other agreement between Grantee and the Commission. In the event the discovery of this cost or loss arises when no monies are available under this Agreement or any other agreement between the Grantee and the Commission, the Grantee will repay such cost or loss in full to the Commission within thirty (30) days of the date of notice of the amount owed, unless the Commission agrees, in writing, to an alternative timeframe. If the Grantee is unable to repay any cost or loss to the Commission, the Commission shall notify the State of Florida, Department of Financial Services, for resolution pursuant to Section 17.0415, F.S.

6. **COMMISSION EXEMPT FROM TAXES, PROPERTY EXEMPT FROM LIEN.**

A. **Commission Exempt from Taxes.** The Grantee recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement. Grantee is placed on notice that this exemption generally does not apply to nongovernmental entity recipients, subrecipients, contractors, or subcontractors. Any questions regarding this tax exemption should be addressed to the Commission Grant Manager.

B. **Property Exempt from Lien.** If the Grant involves the improvement of real property titled to the State of Florida, then the following paragraph applies:

> The Grantee acknowledges that Property being improved is titled to the State of Florida and is not subject to lien of any kind for any reason. The Grantee shall include notice of such exemptions in any subcontracts and purchase orders issued hereunder.

7. MONITORING.

The Commission's Grant Manager shall actively monitor the Grantee's performance and compliance with the terms of this Agreement. The Commission reserves the right for any Commission staff to make scheduled or unscheduled, announced or unannounced monitoring visits. Specific State and Federal monitoring terms and conditions are found in Attachment B, Audit Requirements. Additionally, monitoring terms, conditions, and schedules may be included in Attachment A, Scope of Work.

8. TERMINATION.

A. **Commission Termination.** The Commission may unilaterally terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days of written notice of its intent to terminate. The Grantee shall not be entitled to recover any cancellation charges or lost profits. The Grantee may request termination of the Agreement for convenience.

B. **Termination – Fraud or Willful Misconduct.** This Agreement shall terminate immediately in the event of fraud or willful misconduct. In the event of such termination, the Commission shall provide the Grantee with written notice of termination.

C. **Termination – Other.** The Commission may terminate this Agreement if the Grantee fails to: 1.) comply with all terms and conditions of this Agreement; 2.) produce each deliverable within the time specified by the Agreement or extension; 3.) maintain adequate progress, thus endangering the performance of the Agreement; or, 4.) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences for default. The rights and remedies of the Commission in this clause are in addition to any other rights and remedies provided by law or under the Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

D. **Termination - Funds Unavailability.** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, the Commission may terminate this Agreement upon no less than twenty-four (24) hours' notice in writing to the Grantee. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. The Commission shall be the final authority as to the availability of funds and will not reallocate funds appropriated for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, the Grantee will be compensated for any work satisfactorily completed and any non-cancellable obligations properly incurred prior to notification of termination.

E. **Grantee Discontinuation of Activities upon Termination Notice.** Upon receipt of notice of termination, the Grantee shall, unless the notice directs otherwise, immediately discontinue all activities authorized hereunder. Upon termination of this Agreement, the Grantee shall promptly render to the Commission all property belonging to the Commission. For the purposes of this section, property belonging to the Commission shall include, but shall not be limited to, all books and records kept on behalf of the Commission.

9. REMEDIES.

A. **Financial Consequences.** In accordance with Sections 215.971(1)(a) &(b), F.S., Attachment A, Scope of Work, contains clearly established tasks in quantifiable units of deliverables that must be

received and accepted in writing by the agency before payment. Each deliverable specifies the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If the Grantee fails to produce each deliverable within the time frame specified by the Scope of Work, the budget amount allocated for that deliverable will be deducted from the Grantee's payment. In addition, pursuant to Section 215.971(1)(c), the Commission shall apply any additional financial consequences, identified in the Scope of Work.

B. **Cumulative Remedies.** The rights and remedies of the Commission in this paragraph are in addition to any other rights and remedies provided by law or under the Agreement.

10. NOTICES AND CORRESPONDENCE.

Any and all notices shall be delivered to the individuals identified below. In the event that either Party designates a different Grant Manager after the execution of this Agreement, the Party will provide written notice of the name, address, zip code, telephone and fax numbers, and email address of the newest Grant Manager, or an individual authorized to receive notice on behalf of that Party, to all other Parties as soon as possible, but not later than five (5) business days after the new Grant Manager has been named. A designation of a new Grant Manager shall not require a formal amendment to the Agreement.

FOR THE COMMISSION:
Grant Manager
Christine Kittle
Fisheries Biologist IV
Division of Marine Fisheries Managment
1875 Orange Ave. East
Tallahassee, Fl 32311
(850)617-9628
Fax: N/A
Christine.kittle@myfwc.com

FOR THE GRANTEE:
Grant Manager
Michael Moron
Administrative Assistant
Franklin County Board of County Commissioners
33 Market Street, Suite 203
Apalachicola, FL 32320
Phone: (850) 653-9783 ext. 155
Fax: N/A
michael@franklincountyflorida.com

11. AMENDMENT.

A. **Waiver or Modification.** No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by the Parties.

B. **Change Orders.** The Commission may, at any time, by written order, make a change to this Agreement. Such changes are subject to the mutual agreement of both Parties as evidenced in writing. Any change which causes an increase or decrease in the Grantee's cost or time shall require an Amendment. Minor changes, such as those updating a Party's contact information, may be accomplished by a Modification.

C. **Renegotiation upon Change in Law or Regulation.** The Parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes in the Agreement necessary.

12. PROPERTY RIGHTS.

If this Agreement includes Federal funds, the provisions of Sections 200.310-200.316, OMB Uniform Guidance (2 CFR 200), and any language addressing Federal rights, apply.

A. Intellectual and Other Intangible Property.

i. **Grantee's Preexisting Intellectual Property (Proprietary) Rights.** Unless specifically addressed in the Attachment A, Scope of Work, intellectual and other intangible property rights to the Grantee's preexisting property will remain with the Grantee.

ii. **Proceeds Related to Intellectual Property Rights.** Proceeds derived from the sale, licensing, marketing or other authorization related to any intellectual and other intangible property right created or otherwise developed by the Grantee under this Agreement for the Commission shall be handled in the manner specified by the applicable Florida State Statute and/or Federal program requirements.

iii. **Commission Intellectual Property Rights.** Where activities supported by this Agreement produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, the Commission and the State of Florida have the unlimited, royalty-free, nonexclusive, irrevocable right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Commission to do so. If this Agreement is supported by federal funds, the federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so.

B. Purchase or Improvement of Real Property

This agreement is not for the purchase or improvement of real property, therefore, the following terms and conditions do not apply.

i. **Federal Funds.** Any Federal funds provided for the purchase of or improvements to real property are subject to the Property Standards of Sections 200.310 - 200.316, and 200.329, OMB Uniform Guidance (2 CFR 200), as amended.

ii. **Title.** If this agreement is supported by state funds, the Grantee shall comply with Section 287.05805, F.S. This section requires the Grantee to grant a security interest in the property to the State of Florida, the type and details of which are provided for in Attachment A, Scope of Work. Title to state-owned real property remains vested in the state. Title to federally-owned real property remains vested in the Federal government in accordance with the provisions of Section 200.312, OMB Uniform Guidance (2 CFR 200), as amended.

iii. **Use.** Federally-owned real property will be used for the originally authorized purpose as long as needed for that purpose in accordance with Section 200.311, OMB Uniform Guidance (2 CFR 200). State-owned real property will be used as provided in Attachment A, Scope of Work.

C. Non-Expendable Property. The following provisions apply to the extent that the grant allows the acquisition of non-expendable property.

i. **Non-Expendable Property Defined.** For the requirements of this section of the Agreement, "non-expendable property" is the same as "property" as defined in Section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and non-expendable nature, with a value or cost of **$1,000.00** or more, and a normal expected life of one (1) year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of **$25.00** or more; and uncirculated hardback-covered bound books, with a value or cost of **$250.00** or more).

ii. **Title to Non-Expendable Property.** Title (ownership) to all non-expendable property acquired with funds from this Agreement shall be vested in the Commission and said property shall be transferred to the Commission upon completion or termination of the Agreement unless otherwise authorized in writing by the Commission or unless otherwise specifically provided for in Attachment A, Scope of Work.

D. Equipment and Supplies. The following provisions apply to the extent that the grant allows the acquisition of equipment and supplies.

i. **Title - Equipment.** Title to equipment acquired under a Federal award will vest upon acquisition in the non-Federal entity in accordance with Sections 200.313 and 200.314, OMB Uniform Guidance (2 CFR 200).

ii. **Title – Supplies.** Title to supplies will vest in the non-Federal entity upon acquisition. Unused supplies exceeding **$5,000.00** in total aggregate value upon termination or completion of the project or program are subject to Section 200.314, OMB Uniform Guidance.

iii. **Use – Equipment.** Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as needed

13. RELATIONSHIP OF THE PARTIES.

A. Independent Grantee. The Grantee shall perform as an independent grantee and not as an agent, representative, or employee of the Commission. The Grantee covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required. Each Party hereto covenants that there is no conflict of interest or any other prohibited relationship between the Grantee and the Commission.

B. Grantee Training and Qualifications. Grantee agrees that all Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification.

C. Commission Security. All employees, subcontractors, or agents performing work under the Agreement must comply with all security and administrative requirements of the Commission. The Commission may conduct, and the Grantee shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Grantee. The Commission may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Commission's other requirements. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Commission, in coordination with the Grantee, may reject and bar from any facility for cause any of Grantee's employees, subcontractors, or agents.

D. Commission Rights to Assign or Transfer. The Grantee agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Grantee.

E. **Commission Rights to Undertake and Award Supplemental Agreements.** Grantee agrees that the Commission may undertake or award supplemental agreements for work related to the Agreement. The Grantee and its subcontractors shall cooperate with such other Grantees and the Commission in all such cases.

14. SUBCONTRACTS.

A. **Authority.** Grantee is permitted to subcontract work under this Agreement; therefore, the following terms and conditions apply. The Grantee shall ensure, and provide assurances to the Commission upon request, that any subcontractor selected for work under this Agreement has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Agreement. The Grantee must provide the Commission with the names of any subcontractor considered for work under this Agreement; the Commission in coordination with the Grantee reserves the right to reject any subcontractor. The Grantee agrees to be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements must be evidenced by a written document available to the Commission upon request. The Grantee further agrees that the Commission shall not be liable to the extent allowed by law, to any subcontractor for any expenses or liabilities incurred under the subcontract and the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

B. **Grantee Payments to Subcontractor.** If subcontracting is permitted pursuant to Paragraph A, above, Grantee agrees to make payments to the subcontractor upon completion of work and submitted invoice in accordance with the contract between the Grantee and subcontractor. Failure to make payment pursuant to any subcontract will result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

C. **Commission Right to Reject Subcontractor Employees.** The Commission in coordination with Grantee shall retain the right to reject any of the Grantee's or subcontractor's employees whose qualifications or performance, in the Commission's judgment, are insufficient.

D. **Subcontractor as Independent Contractor.** If subcontracting is permitted pursuant to Paragraph A above, the Grantee agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venture, or partner of the State of Florida.

15. MANDATORY DISCLOSURE.

These disclosures are required by State law, as indicated, and apply when this Agreement includes State funding; and by Federal law, as indicated, and apply when the Agreement includes a Federal award.

A. **Disclosure of Interested State Employees and Conflict of Interest.** This Agreement is subject to Chapter 112, F.S. Grantee shall provide the name of any officer, director, employee, or other agent who is affiliated with this project and an employee of the State of Florida. If the Agreement includes a Federal award, then the Agreement is also subject to Section 200.112, OMB Uniform Guidance (2 CFR 200). Grantee must disclose, in writing, any potential conflict of interest to the Commission in accordance with applicable Federal awarding agency policy.

B. **Convicted Vendors.** Grantee hereby certifies that neither it, nor any person or affiliate of Grantee, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list. Grantee shall have a continuing obligation to disclose, to the Commission,

in writing, if it, its principals, recipient, subrecipient, contractor, or subcontractor, are on the convicted vendors list maintained by the Florida Department of Management Services pursuant to Section 287.133(3)(d), F.S.

i. **Convicted Vendor List.** Pursuant to Subsection 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a Grantee, supplier, subcontractor or consultant 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, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The State of Florida, Department of Management Services, Division of State Purchasing provides listings for convicted, suspended, discriminatory and federal excluded parties, as well as the vendor complaint list at:

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

ii. **Notice of Conviction of Public Entity Crime.** Any person must notify the Department of Management Services and the Commission, in writing, within thirty (30) days after conviction of a public entity crime applicable to that person or an affiliate of that person as defined in Section 287.133, F.S.

C. **Vendors on Scrutinized Companies List.**

i. **Scrutinized Companies.** Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Commission may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

D. **Discriminatory Vendors.** Grantee shall disclose to the Commission, in writing, if they, their subrecipient, contractor, or subcontractor, are on the Discriminatory Vendor List maintained by the Florida Department of Management Services pursuant to Section 287.134(3)(d), F.S. "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity." Section 287.134(2)(a), F.S. Grantee has a continuing duty to disclose to the Commission whether they appear on the discriminatory vendor list.

E. **Prompt Disclosure of Litigation, Investigations, Arbitration, or Administrative Proceedings.** Throughout the term of the Agreement, the Grantee has a continuing duty to promptly disclose to the Commission's Grant Manager, in writing, upon occurrence, all civil or criminal litigation, investigations, arbitration, or administrative proceedings (Proceedings) relating to or affecting the Grantee's ability to perform under this agreement. If the existence of such Proceeding causes the

Commission concern that the Grantee's ability or willingness to perform the Agreement is jeopardized, the Grantee may be required to provide the Commission with reasonable assurances to demonstrate that: a.) the Grantee will be able to perform the Agreement in accordance with its terms and conditions; and, b.) Grantee and/or its employees or agents have not and will not engage in conduct in performing services for the Commission which is similar in nature to the conduct alleged in such Proceeding.

F. **Certain Violations of Federal Criminal Law.** If this agreement includes a Federal award, then in accordance with Section 200.113, OMB Uniform Guidance (2 CFR 200), Grantee must disclose, in a timely manner, in writing to the Commission all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

16. INSURANCE.

The Grantee warrants and represents that it is insured, or self-insured for liability insurance, in accordance with applicable state law and that such insurance or self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee.

17. SPONSORSHIP.

As required by Section 286.25, F.S., if any recipient, subrecipient, contractor or subcontractor under this grant is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Fish and Wildlife Conservation Commission." If the sponsorship reference is in written material, the words "State of Florida, Fish and Wildlife Conservation Commission" shall appear in the same size letters or type as the name of the Grantee's organization. Additional sponsorship requirements may be specified in Attachment A, Scope of Work.

18. PUBLIC RECORDS.

A. All records in conjunction with this Grant shall be public records and shall be treated in the same manner as other public records that are under Chapter 119, F.S.

B. This Agreement may be unilaterally canceled by the Commission for refusal by the Grantee to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Grantee in conjunction with this Agreement, unless exemption for such records is allowable under Florida law.

C. If the Grantee meets the definition of "Contractor" in Section 119.0701(1)(a) F.S., the Grantee shall comply with the following:

i. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF THE CHAPTER 119, FLORIDA STATUES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 850-488-6553, RecordsCustodian@myfwc.com, and 620 South Meridian Street, Tallahassee FL 32399**

ii. Keep and maintain public records required by the Commission to perform the service.

iii. Upon request from the Commission's custodian of public records, provide the Commission with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.

iv. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Commission.

v. Upon completion of the contract transfer, at no cost, to the Commission all public records in possession of the Contractor or keep and maintain public records required by the Commission to perform the service. If the Contractor transfers all public records to the Commission upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Commission, upon request from the Commission's custodian of public records, in a format that is compatible with the information technology systems of the Commission.

19. COOPERATION WITH INSPECTOR GENERAL.

Pursuant to subsection 20.055(5), F.S., Grantee, and any subcontractor to the Grantee, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility. Such information may include, but shall not be limited to, the Grantee's business or financial records, documents, or files of any type or form that refer to or relate to the Agreement. The Grantee agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Grantee's compliance with the terms of this or any other agreement between the Grantee and the State which results in the suspension or debarment of the Grantee. Such costs shall include but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

20. SECURITY AND CONFIDENTIALITY.

The Grantee shall not divulge to third parties any clearly marked confidential information obtained by the Grantee or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Grant work. To ensure confidentiality, the Grantee shall take appropriate steps regarding its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Grant.

21. RECORD KEEPING REQUIREMENTS.

A. **Grantee Responsibilities.** The Grantee shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement, in accordance with generally accepted accounting principles.

B. **State Access to Grantee Books, Documents, Papers, and Records.** The Grantee shall allow the Commission, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or authorized representatives of the state or federal government to have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this

Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

C. **Grantee Records Retention.** Unless otherwise specified in the Scope of Work, these records shall be maintained for five (5) fiscal years following the close of this Agreement, or the period required for this particular type of project by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/), whichever is longer. Grantee shall cooperate with the Commission to facilitate the duplication and transfer of such records upon the Commission's request.

D. **Grantee Responsibility to Include Records Requirements – Subcontractors.** In the event any work is subcontracted under this Agreement, the Grantee shall include the aforementioned audit and record keeping requirements in all subsequent contracts.

E. **Compliance with Federal Funding Accountability and Transparency.** Any federal funds awarded under this Agreement must comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website: http://www.USASpending.gov. Grant recipients awarded a new Federal grant greater than or equal to **$25,000.00** awarded on or after October 1, 2010 are subject to the FFATA. The Grantee agrees to provide the information necessary, over the life of this Agreement, for the Commission to comply with this requirement.

22. FEDERAL AND FLORIDA SINGLE AUDIT ACT REQUIREMENTS.

Pursuant to the FSAA (or Federal) Vendor / Recipient Determination Checklist, the Grantee has been determined to be a recipient of state financial assistance and/or a subrecipient of a federal award. Therefore, pursuant to Section 215.97, F.S. and/or OMB Uniform Guidance (2 CFR 200), the Grantee may be subject to the audit requirements of the Florida and/or Federal Single Audit Acts. If applicable, the Grantee shall comply with the audit requirements outlined in Attachment B, "Requirements of the Federal and Florida Single Audit Acts," attached hereto and made a part of the Agreement, as applicable.

23. FEDERAL COMPLIANCE.

As applicable, Grantee shall comply with all federal laws, rules, and regulations, including but not limited to:

i. **Clean Air Act and Water Pollution Control Act.** All applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q), and the Water Pollution Control Act (33 U.S.C. 1251-1387, as amended).
ii. **Lacey Act, 16 U.S.C 3371-3378.** This Act prohibits trade in wildlife, fish and plants that have been illegally taken, possessed, transported or sold.
iii. **Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. 1801-1884.** This Act governs marine fisheries in Federal waters.
iv. **Migratory Bird Treaty Act, 16 U.S.C. 703-712.** The Act prohibits anyone, unless permitted, to pursue, hunt, take, capture, kill, attempt to take, capture or kill, possess, offer for sale, sell, offer to purchase, deliver for shipment, ship, cause to be shipped, deliver for transportation, transport, cause to be transported, carry or cause to be carried by any means

whatsoever, receive for shipment, transport of carriage, or export, at any time, or in any manner, any migratory bird, or any part, nest, or egg of such bird.

v. **Endangered Species Act, 16 U.S.C. 1531, et seq.** The Act provides a program for the conservation of threatened and endangered plants and animals and the habitat in which they are found. The Act also prohibits any action that cause a "taking" of any listed species of endangered fish or wildlife. Also, generally prohibited are the import, export, interstate, and foreign commerce of listed species.

24. **FEDERAL FUNDS.** **This Agreement relies on federal funds, therefore the following terms and conditions apply:**

A. **Prior Approval to Expend Federal Funds to Federal Agency or Employee.** It is understood and agreed that the Grantee is not authorized to expend any federal funds under this Contract to a federal agency or employee without the prior written approval of the awarding federal agency.

B. **Equal Employment Opportunity.** Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). Applicable, except as otherwise provide under 41 CFR Part 60, to any grant, contract, loan, insurance, or guarantee involving Federal assisted construction.

C. **Davis-Bacon Act.** The Davis-Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5. Applicable to contractors and subcontractors performing on federally funded or assisted contracts in excess of **$2,000.00** for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Under this Act, contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area.

D. **Copeland "Anti-Kickback Act.** The Copeland "Anti-Kickback" Act, 40 U.S.C. 3141-3148, and 3146-3148, as supplemented by Department of Labor regulations (29 CFR Part 5). Applicable to contracts awarded by a non-Federal entity in excess of **$100,000.00** that involve employment of mechanics or labors. Under this Act, contractors and subrecipients are prohibited from inducing, by any mean, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

E. **Contract Work Hours and Safety Standards Act.** Sections 103 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR part 5). Applicable to construction contracts awarded by Contractors and subcontractors in excess of **$2,000.00**, and in excess of **$2,500.00** for other contracts which involve the employment of mechanics or laborers. Under this Act, contractors and subcontractors must compute wages of mechanics and laborers (workers) on the basis of a standard forty (40) hour work week; provide workers no less than time and a half for hours worked in excess of the forty (40) hour work week; and not require workers to work in surroundings or work conditions that are unsanitary, hazardous, or dangerous.

F. **Rights to Inventions Made Under a Contract or Agreement.** 37 CFR Part 401. If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms

Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

G. **Energy Efficiency.** Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).

H. **Debarment and Suspension Contractor Federal Certification.** In accordance with Federal Executive Order 12549 and 2 CFR Part 1400 regarding Debarment and Suspension, the Grantee certifies 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; and, that the Grantee shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.

I. **Prohibition against Lobbying.**

i. **Grantee Certification – Payments to Influence.** The Grantee certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal contract, grant, or cooperative agreement. The Grantee also certifies that they have not engaged any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on behalf of the Grantee with respect to this Contract and its related federal contract, grant, loan, or cooperative agreement; or, if the Grantee has engaged any registrant with respect to this Contract and its related Federal contract, grant, loan, or cooperative agreement, the Grantee shall, prior to or upon execution of this Contract, provide the Commission Contract Manager a signed declaration listing the name of any said registrant. During the term of this Contract, and at the end of each Calendar quarter in which any event occurs that materially affects the accuracy of this certification or declaration, the Grantee shall file an updated declaration with the Commission's Contract Manager. If any non-federal funds are used for lobbying activities as described above in connection with this Contract, the Grantee shall submit Standard Form-LLL, "Disclosure Form to Report Lobbying", and shall file quarterly updates of any material changes. The Grantee shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly.

ii. **Grantee – Refrain from Subcontracting with Certain Organizations.** Pursuant to the Lobbying Disclosure Act of 1995, the Grantee agrees to refrain from entering into any subcontracts under this Contract with any organization described in Section 501(c)(4) of the Internal Revenue Code of 1986, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subcontract.

J. **Compliance with Office of Management and Budget Circulars.** As applicable, Grantee shall comply with the following Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).

K. **Drug Free Workplace.** Pursuant to the Drug-Free Workplace Act of 1988, the Grantee attests and certifies that the Grantee will provide a drug-free workplace compliant with 41 U.S.C. 81.

25. CONTRACT-RELATED PROCUREMENT.

A. PRIDE. In accordance with Section 946.515(6), F.S., if a product or service required for the performance of this Contract is certified by or is available from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) and has been approved in accordance with Subsection 946.515(2), F.S., the following statement applies:

> It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from [PRIDE] in the same manner and under the same procedures set forth in Subsections 946.515(2) and (4), F.S.; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at http://www.pride-enterprises.org.

B. Respect of Florida. In accordance with Subsection 413.036(3), F.S., if a product or service required for the performance of this Contract is on the procurement list established pursuant to Subsection 413.035(2), F.S., the following statement applies:

> It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Subsections 413.036(1) and (2), F.S.; and for purposes of this contract, the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned.

Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org.

C. Procurement of Recycled Products or Materials. Grantee agrees to procure any recycled products or materials which are the subject of or are required to carry out this Contract in accordance with Section 403.7065, F.S.

26. PROFESSIONAL SERVICES.

A. Architectural, Engineering, Landscape Architectural, or Survey and Mapping. If this Agreement is for the acquisition of professional architectural, engineering, landscape architectural, or registered surveying and mapping services, and is therefore subject to Section 287.055, F.S., the following provision applies:

> The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or

registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this contract.

B. **Termination for Breach.** For the breach or violation of this provision, the Commission shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

27. INDEMNIFICATION.

If Grantee is a state agency or subdivision, as defined in Subsection 768.28(2), F.S., pursuant to Subsection 768.28(19), F.S., neither Party indemnifies nor insures the other Party for the other Party's negligence. If Grantee is not a state agency or subdivision as defined above, Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Commission, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors, provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Commission. If this is a Professional Services Agreement as defined in Subsection 725.08 F.S., then notwithstanding the provisions of Subsection 725.06 F.S., the design professional shall only be liable for, and fully indemnify, defend, and hold harmless the State, the Commission, and their officers, agents, and employees, for actions caused in whole or in part, by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the Agreement.

28. NON-DISCRIMINATION.

No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.

29. SEVERABILITY, CHOICE OF LAW, AND CHOICE OF VENUE.

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues.

30. NO THIRD-PARTY RIGHTS.

The Parties hereto do not intend, nor shall this Agreement be construed to grant any rights, privileges or interest to any person not a party to this Agreement.

31. JURY TRIAL WAIVER.

As part of the consideration for this Agreement, the Parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement, or with the products or services provided under this Agreement, including but not limited to any claim by the Grantee of *quantum meruit*.

32. PROHIBITION OF UNAUTHORIZED ALIENS.

In accordance with Federal Executive Order 96-236, the Commission shall consider the employment by the Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Agreement if the Grantee knowingly employs unauthorized aliens.

33. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

A. **Requirement to Use E-Verify.** Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires Commission contracts in excess of nominal value to expressly require the Grantee to: 1.) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Grantee during the Agreement term; and, 2.) include in all subcontracts under this Agreement, the requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

B. **E-Verify Online.** E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found online at http://www.dhs.gov/files/programs/gc_1185221678150.shtm

C. **Enrollment in E-Verify.** If Grantee does not have an E-Verify MOU in effect, the Grantee must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

D. **E-Verify Recordkeeping.** The Grantee further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Commission or other authorized state entity consistent with the terms of the Grantee's enrollment in the program. This includes maintaining a copy of proof of the Grantee's and subcontractors' enrollment in the E-Verify Program (which can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).

E. **Employment Eligibility Verification.** Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Agreement and the Commission may treat a failure to comply as a material breach of the Agreement.

34. FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE.

Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay the Grantee believes is excusable under this paragraph, Grantee shall notify the Commission's Grant Manager in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The Commission, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Commission. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from the Commission for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless the Commission determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to the Commission or the State, in which case, the Commission may do any or all of the following: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to the Commission with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.

35. TIME IS OF THE ESSENCE.

Time is of the essence regarding the performance obligations set forth in this Agreement. Any additional deadlines for performance for Grantee's obligation to timely provide deliverables under this Agreement including but not limited to timely submittal of reports, are contained in the Scope of Work, Attachment A.

36. ENTIRE AGREEMENT.

This Agreement with all incorporated attachments and exhibits represents the entire Agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, and duly signed by each of the Parties hereto, unless otherwise provided herein. In the event of conflict, the following order of precedence shall prevail; this Agreement and its attachments, the terms of the solicitation and the Grantee's response to the solicitation.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed through their duly authorized signatories on the day and year last written below.

Franklin County Board of Commissioners

Ricky D. Jones
Signature

Name: Ricky D. Jones

Title: Chairmain

Date: 12/15/2020

Florida Fish and Wildlife Conservation Commission

Executive Director (or designee)

Name: DAN ELLIS

Title: section leader

Date: 2-4-21

Approved as to form and legality:

/s/ Quilla Miralia
FWC Attorney Signature

Attachments in this Agreement include the following:

Attachment	A	Scope of Work
Attachment	B	Requirements of the Federal and Florida Single Audit Acts
Attachment	C	Federal Aid Compliance Requirements
Attachment	D	Cost Reimbursement Contract Payment Requirements
Attachment	E	Certification Regarding Debarment/Suspension for Subcontracts
Attachment	F	Certification of Completion

Project Name:	Franklin County Artificial Reef Construction 2020-21	FWC Agreement No.	20011

1. DESCRIPTION OF GOODS / SERVICES PROCURED, OR PROJECT WORKPLAN

A. DESCRIPTION OF GOODS / SERVICES

The objective of this activity is to construct a marine artificial reef complex by deploying at least 25 pre-fabricated concrete modules at least four feet tall creating three patch reef within the Buddy Ward permitted area. Each module will be placed at designated locations within the boundaries of the permitted area at a depth of 42 feet.

The artificial reef construction activity to be funded consists of the following elements:

MATERIALS

1. Artificial reef materials must consist of a total of at least 25 pre-fabricated concrete artificial reef modules, or other concrete structures acceptable to the **COMMISSION**. All modules must be at least four (4) feet tall with a base diameter of at least six (6) feet and weigh at least two (2) tons.

2. Pre-fabricated modules must be composed of marine grade concrete with a minimum strength of 4,000 pounds per square inch (psi). Pre-fabricated modules shall consist of concrete with no exposed metal framework. Pre-fabricated modules will be designed with multiple openings of various sizes all the way through the outer surface to allow for water circulation and access by fish.

3. Open-bottom pre-fabricated reef modules may not be used unless the module has a top opening sufficiently large to allow for turtle escapement. Approved open-bottom modules include:
   a. Three-sided modules where each side of the top opening is at least 36-in in length along its edge.
   b. Four or more sided modules where each side of the top opening is at least 40-in in length along its edge.
   c. Modules with a round opening with a diameter of at least 40-in (oval openings are not allowed unless a 40-in diameter circle space can fit within the oval).
   d. Modules that are approved by the **COMMISSION** as being turtle friendly.

4. No open-bottom modules are allowed that include additional modules, discs, or other materials stacked, placed on or immediately adjacent to the top opening, as they may prevent turtles from easily escaping.

5. All artificial reef materials shall be clean and free from dirt, asphalt, creosote, petroleum, or other hydrocarbons and toxic residues, loose free floating material or other deleterious substances.

6. The **GRANTEE** shall evaluate the structural integrity of each pre-fabricated module proposed for use, and shall eliminate from artificial reef material consideration all badly damaged modules that would be prone to break apart during the transport and/or deployment process.

7. For each barge load of artificial reef materials, the **GRANTEE** shall inventory all of the artificial reef materials, calculate the tonnage (either using before and after barge draft calculations, trucking receipts, or the known weights of individual pieces or reef modules), and take a representative photograph of the artificial reef material on the barge or other deployment vessel immediately prior to deployment.

8. The **GRANTEE** must develop for the purpose of tracking each module placement a system of unique module identifiers. For example, one such system could consist of unique alpha numeric lettering spray painted or otherwise obviously displayed on each unit. The purpose of this system is to allow for visual identification of these units underwater during initial post deployment module condition and orientation visual assessments.

9. Units must be capable of being deployed in an upright position on the seafloor. Any lifting lines or straps used during deployment must be temporary and removed by the **GRANTEE** prior to reimbursement.

10. Reimbursement for loading, transporting and deploying the materials will be based on cost per unit basis. Materials that are placed within the boundaries of the permitted area, completely intact and in an upright position will be reimbursed at the full unit cost. Materials that are damaged during loading, transport or deployment operations will be reimbursed based on the liquidated damage schedule (if applicable) listed in the bid specifications provided by the **GRANTEE** and approved by the **COMMISSION**.

11. The **GRANTEE** agrees to allow the **COMMISSION** to conduct on-site inspections of the artificial reef materials before, during, and after the deployment.

LOADING AND TRANSPORTATION

12. Artificial reef materials will be loaded using a suitable means of conveyance for transportation to a staging area site and loading onto a barge or other suitable vessel for offshore transportation to the designated artificial reef site. Offshore transportation shall be provided by a sufficiently powered transport or towing vessel, and shall include the necessary personnel and equipment to safely transport and deploy the reef material. Reef material loaded on to the transporting vessel must be properly secured in compliance with Coast Guard standards to allow for its safe transport to the reef construction site.

13. The **GRANTEE's** Project Manager shall complete the FWC Artificial Reef Cargo Manifest form to be maintained onboard the vessel at all times during transport of materials, pursuant to Chapter 379.249, F.S. The form is available on the **COMMISSION's** website: http://www.myfwc.com/artificialreefs.

DEPLOYMENT AND MATERIALS PLACEMENT

14. During the deployment of the artificial reef material, the transport vessel must be securely in place with minimal movement (<50 feet) to ensure accurate placement of

each concrete module on the bottom. Material must be arranged to provide habitat complexity as well as provide sand bottom forage area opportunities.

15. Any machinery used to move and deploy the reef materials should be sufficiently powered/maneuverable and capably operated to ensure timely, effective and safe off-loading of materials. The tug or transport vessel shall meet all U.S. Coast Guard certification and safety requirements, be equipped with a working, accurate Global Positioning System (GPS) unit and other marine electronics including a working VHF radio. Effective and reliable communications shall exist at all times between the transport vessel, and the designated **GRANTEE** observer on site.

16. Deployment operations will only be initiated when sea height in the operations area is no greater than two to four feet as forecast by the nearest NOAA weather office. Either the **COMMISSION'S** observer, the **GRANTEE**'s observer or the subcontractor's vessel captain reserves the right to suspend off-loading operations if positioning and other deployment objectives, including safety of personnel and equipment, are not being met.

17. At least 25 pre-fabricated reef modules under this Agreement will strategically placed to create three patch reefs within the Buddy Ward permitted area at the coordinates listed in Table 1. Pre-fabricated reef modules will be carefully spaced at least ten feet apart and no more than 50 feet apart to avoid potential damage while still providing one cohesive patch reef.

Table 1

Patch Reef #	Latitude	Longitude
1	29° 29.144'N	84° 56.031'W
2	29° 29.144'N	84° 55.763'W
3	29° 29.144'N	84° 55.494'W

18. The minimum vertical clearance of 25 feet shall be maintained above the highest point of the reef material in the Buddy Ward permitted site (in accordance with the special conditions of the US Army Corps of Engineers permit number SAJ-2018-02268.

19. The **GRANTEE** shall provide a bottom survey for **COMMISSION** review and approval at least 14 days prior to deployment. The bottom survey must be a visual site survey completed by certified SCUBA divers. The entire extent of the proposed patch reef area(s) must be surveyed during the dive(s). The **GRANTEE** will submit a narrative of the survey methods, results and photo documentation of the bottom.

20. The **GRANTEE's** Contract Manager or **GRANTEE's** designated official observer shall oversee the temporary marking of the reef deployment location in advance of reef materials deployment in order to assist the subcontractor in the proper placement of the artificial reef materials. The marker(s) shall be buoys of sufficient size and color to be clearly visible to the tug captain, and sufficiently anchored and with sufficient scope

so that they will not drift off the designated deployment site prior to deployment. The **COMMISSION** will not pay for materials placed outside the permit area as described above. Precise GPS placement of marker buoys that do not shift position with time are important to ensure the reef is constructed within the permitted area.

21. The **GRANTEE's** Project Manager or **GRANTEE's** designated official observer shall remain on site during the entire deployment phase of the operation and confirm the GPS coordinates of the individual placements as well as the maximum vertical relief of the constructed reefs using a fathometer after the reef construction has been completed.

22. Both the **GRANTEE** and its subcontractor shall have on site current nautical charts of the deployment area, with the permitted site indicated on the chart. The proposed patch reef coordinates and the corner coordinates of the reef site will also be in possession of the **GRANTEE's** observer and the subcontractor when on site. The **GRANTEE's** observer shall also be in possession of a copy of the Army Corps permit for the area where the deployments are taking place. The **GRANTEE** shall be responsible for ensuring that all permit condition terms are complied with.

23. Both the **GRANTEE** and its subcontractor shall be prepared to remove any floating debris that might occur during deployment. Having boat hooks, dip nets, and other equipment on board to enable efficient collection of unanticipated floating debris is strongly encouraged. The **GRANTEE** shall be responsible for ensuring that any floating debris discovered during deployment operations (e.g., wood, floating line, aluminum cans, plastic bottles, or other floating materials) shall be collected and transported back to land for proper disposal.

ALLOWABLE EXPENDITURES ASSOCIATED WITH THE REEF PROJECT

24. Funds from this Agreement may be expended on the activities listed pursuant to Chapter 68E-9.004(1)(a), F.A.C. No more than $5,000 or 10% (whichever is less) of project funds granted under the program may be expended for 'engineering services'. Any funds required in excess of this amount must be provided by the applicant. See Chapter 68E-9.004(1)(a), F.A.C. for the definition of 'engineering services' and complete list of eligible materials and activities.

25. If the **GRANTEE** chooses to conduct a post-deployment SCUBA assessment at the deployment location(s) (post-deployment assessment is not required, but is an eligible activity for reimbursement under Chapter 68E-9.004(1)(a), F.A.C.), in order to be eligible for reimbursement, work must be completed within the current grant period and the following items, at a minimum, must be included:
    a. *Methods*: name and type of vessel, anchored or live boated, type of GPS unit(s), divers, survey methods;
    b. *Conditions*: cloud cover, wind speed and direction, sea conditions, visibility, water temperature, currents;
    c. *Chronology*: dive plan, start and end of each dive, dive profile, maximum depth, dive time, distance and bearing searched;
    d. *Coordinates*: Describe the GPS unit(s) used to navigate to the site (model number). Describe whether differential or WAAS coordinates were recorded. Compare the

dive locations to deployment location numbers. How well do they match the published numbers?

e. *Physical observations*: Describe the number and size of material observed. What is the proximity of concrete pieces or modules to each other? What percent material was damaged or partially damaged? What is the maximum and minimum relief of the site? How do these observations compare to the Material Placement Report Form information submittal?
f. *Footprint area*: Measure the approximate total area covered by each patch reef through standard in situ survey practices.
g. *Biological observations*: Describe any fish observed, or other general biological observations.
h. *Video and photographs*: Provide representative still and/or video footage of each deployment location (digital format preferred when available).

LIABILITY AND RESPONSIBILITY FOR REEF MATERIALS

26. Upon initiation of the handling and movement of these artificial reef materials by the **GRANTEE's** subcontractor, all liability, risk of loss and responsibility for the safe handling, storage, transportation and deployment of the materials shall be borne by the subcontractor. This liability, assumption of risk and responsibility shall remain with the subcontractor until the materials are deployed at the permitted reef site in accordance with the specifications in this Agreement.

B. BACKGROUND

Chapter 379.249 F.S. creates the Florida Artificial Reef Program to enhance saltwater opportunities and to promote proper management of fisheries resources associated with artificial reefs for the public interest. Under the program, the **COMMISSION** may provide grants and financial and technical assistance to coastal local governments, state universities, and nonprofit corporations qualified under s. 501(c)(3) of the Internal Revenue Code for the siting and development of artificial reefs as well as for monitoring and evaluating such reefs and their recreational, economic, and biological effectiveness. Chapter 68E-9 F.A.C defines the procedures for submitting an application for financial assistance and criteria for allocating available funds. The purpose of this rule is to govern the development of state and federally funded artificial reefs, the review and ranking of project applications eligible for funding, and the administration of funds from the Florida Artificial Reef Program.

This artificial reef construction project was selected for funding by the **COMMISSION** based upon ranking of competitive applications submitted to the Artificial Reef Program pursuant to the criteria for allocating funds described in Chapter 68E-9, F.A.C.

C. SUPPORT OF COMMISSION MISSION

Construction of this artificial reef will augment marine hard bottom habitat with well-planned stable and durable artificial reefs for purposes of providing near shore reef fish habitat, offshore recreational fishing and diving opportunities, reduced pressure on natural reef and hard bottom sites, and reduced user conflicts by providing additional recreational fishing and diving site

locations off of Florida's coastal waters. The proposed artificial reefs will make fisheries resources available for the long term benefit of local Florida residents and visitors.

D. **DEFINITIONS**

The terms and abbreviations used herein shall have the meanings as defined below.

i. "Artificial reef" means one or more manufactured or natural objects intentionally placed on the bottom in predominantly marine waters to provide conditions believed to be favorable in sustaining, or enhancing the spawning, breeding, feeding, or growth to maturity of Florida's managed reef associated fish species as well as to increase the productivity of other reef community resources which support fisheries. Included in this definition are artificial reefs developed with one or more of the following additional objectives: enhancement of fishing and diving opportunities, fisheries research, and fisheries conservation/preservation purposes.

ii. "Permitted area" means an area with discrete boundaries inside of which one or more artificial reefs may be located and for which all required permits and authorizations have been obtained. These permits and authorizations include: artificial reef permits issued by the Florida Department of Environmental Protection and/or the Army Corps of Engineers and other permits, licenses, or authorizations required by any governing body.

iii. "Staging area" means a land-based holding area for artificial reef material where such material is stored and prepared for transportation to an approved artificial reef site.

iv. "Prefabricated modules" means structures specifically designed and built for use as artificial reefs and which meet the environmental safety, durability, and stability requirements of this rule, as well as providing complexity and texture which are suitable as habitat for fishes and for colonization by encrusting marine organisms.

v. "Base diameter" means the longest distance formed with a straight line between two edges or corners through the center of the module, when viewed from above.

2. DELIVERABLES

A. Deliverable #1 (Artificial Reef Construction)

Construction of a marine artificial reef by deploying at least 25 pre-fabricated concrete reef modules within the Buddy Ward permitted area. Pre-fabricated modules will be placed in close proximity to each other to create three patch reef within the boundaries of the permitted area.

i. Minimum Level of Performance

The artificial reef must be deployed within the boundaries of the permitted area and in compliance with all the applicable permits and authorizations associated with the permitted area. At a minimum, a total of at least 25 pre-fabricated concrete reef modules must be deployed in accordance with the specifications in this Agreement.

Project Name:	Franklin County Artificial Reef Construction 2020-21	FWC Agreement No.	20011

ii. Documentation / Criteria Used as Evidence of Performance

1. A Materials Placement Report shall be submitted to the **COMMISSION's** Project Manager within 30 days of field operations completion. The Materials Placement Report form is available on the **COMMISSION's** website at http://www.myfwc.com/artificialreefs. The Materials Placement Report must have a certification signature and reflect an accurate material tonnage for the reef deployed as well as a detailed description of the type, number, dimensions and individual weights of the various sizes of reef materials deployed. This information may be submitted on the materials placement report in lieu of taking loaded and unloaded barge measurements. If accurate individual weights of concrete units cannot be obtained or are not known, barge displacement measurements are required. The **GRANTEE's** Project Manager or **GRANTEE's** designee shall then record the waterline length, width and draft (to the nearest inch) of the loaded barge at all four (4) corners to calculate the average displacement of water due to the weight of the artificial reef materials. The same barge measurements must be taken by either the **GRANTEE's** Project Manager or **GRANTEE's** designee when the barge returns to shore after the deployment has been completed. These measurements may not be taken while the barge is offshore at the deployment site. The barge measurements are to be included in the Materials Placement Report.

2. A table providing coordinates for each deployed module is required and is to be attached to the Material Placement Report. Coordinates can be reported by the contracted vendor during deployment or by the **GRANTEE** during post-deployment monitoring.

3. A final written field assessment providing the designated observer's narrative, for each day of the reef deployment operations, is required prior to reimbursement. The field report shall include a written chronology and narrative describing the deployment, and a performance evaluation of the marine subcontractors who performed the work. The final field assessment should include photos of the material and loaded barge prior to each deployment and, if available, underwater photographs and video footage (surface and/or underwater).

iii. Timeline for Completion

All artificial reef construction must be completed by August 1, 2021. A one-time short term time extension of up to thirty (30) days (through the Agreement end date of August 31, 2021) may be authorized in writing by the **COMMISSION's** Contract Manager under the following conditions: a) documented hazardous weather and sea conditions do not allow for the safe deployment of reef materials offshore or, b) unanticipated documented equipment malfunction on the transport vessel or accompanying tug or at the shore-side loading area results in an unexpected short term delay. The **COMMISSION** reserves the right to deny any time extension request if

sufficient progress has not been accomplished. Advance planning that avoids dependence on a favorable weather window during the final days of the project is strongly encouraged. All request for bid packages from the **GRANTEE** to subcontractors must include language that specifies a completion date that ensures all materials will be in the water by August 1, 2021. Subcontracts with completion dates even earlier than August 1, 2021 to provide an additional buffer are strongly encouraged.

3. FINANCIAL CONSEQUENCES

A. If the **GRANTEE** fails to complete construction in compliance with the permit conditions or in accordance with the time frame and minimum level of performance specified by the Scope of Work. The percentage deducted from the total reimbursement will be the proportion of incomplete units (number of units not completed divided by the total number of proposed units).

B. The **GRANTEE** will not be eligible for reimbursement until all reports have been provided to the satisfaction of the **COMMISSION** documenting that all work has been completed in accordance with the Scope of Work, and in compliance with all permit conditions.

4. PERFORMANCE

A. The **GRANTEE** shall submit to the **COMMISSION**, at no less than 60 day intervals beginning from the date of execution of this agreement, written or electronically transmitted progress reports outlining the progress of the project. The progress report shall identify any problems that may have arisen and actions taken to correct such problems, and include construction activities that have occurred since the last report and construction activities planned until the next report.

B. The **GRANTEE** agrees to provide the **COMMISSION** with a minimum of five (5) days' notice and continuous notification as each deployment date approaches for any artificial reef construction that occurs as a result of this Agreement.

C. The **GRANTEE** agrees to follow all provisions of Section 379.249, F.S. and Chapter 68E-9, F.A.C. during the term of this Agreement.

D. The **GRANTEE** agrees to comply with all applicable federal, state, and local statutes, rules and regulations in providing goods or services to the **COMMISSION** under the terms of this Agreement; including the general and special conditions specified in any permits issued by the Department of the Army, Corps of Engineers and/or the Florida Department of Environmental Protection. The **GRANTEE** further agrees to include this as a separate provision in all subcontracts issued as a result of this Agreement.

E. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building material, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving

subsurface disturbance in the immediate vicinity of the discovery. The applicant shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during the permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, F.S.

F. Funds from this Agreement may not be expended on salaries, training, or parts replacement or repairs to rented or contractor owned equipment. Documentation of expenses and survey reports must be submitted with the closeout package in order for reimbursement to be made.

G. The **GRANTEE** agrees to acknowledge the role of the Federal Aid in Sport Fish Restoration Program funding in any publicity related to this Agreement.

5. COMPENSATION AND PAYMENT

A. COST REIMBURSEMENT

The **GRANTEE** shall be compensated for a maximum of $60,000.00 on a cost reimbursement basis in accordance with the Cost Reimbursement Contract Payment Requirements as shown in the Department of Financial Services, "Reference Guide for State Expenditures" publication. The cost reimbursement requirements section of the Reference Guide is attached hereto and made a part hereof as Attachment D. The **GRANTEE** shall provide a minimum matching contribution as specified in Attachment B, Exhibit 1 and item 14(c) Federal Funds.

B. INVOICE SCHEDULE

A single final invoice may be submitted after completion of the deliverable and must be received by the **COMMISSION** no later than October 15, 2021 to assure availability of funds for payment. A timely reimbursement request following completion of actual field operations is strongly encouraged.

C. TRAVEL EXPENSES

No travel expenses are authorized under the terms of this Agreement.

D. FORMS AND DOCUMENTATION

1. The **GRANTEE** shall submit a completed Materials Placement Report form along with the invoice and request for payment. The Materials Placement Report form is available on the **COMMISSION**'s website at: http://www.myfwc.com/artificialreefs.

6. MONITORING SCHEDULE

A. The **GRANTEE** agrees to allow the **COMMISSION** to conduct on-site inspections of the artificial reef materials, staging area and construction site before, during, and after the deployment.

B. The **COMMISSION** will monitor the **GRANTEE's** service delivery to determine if the **GRANTEE** has achieved the required level of performance. If the **COMMISSION** in its sole discretion determines that the **GRANTEE** failed to meet any of the terms or conditions of the Agreement, the **GRANTEE** will be sent a formal written notice. The **GRANTEE** shall correct all identified deficiencies within forty-five (45) days of notice. Failure to achieve 100% compliance with all of the terms and conditions of this Agreement or failure to correct the deficiencies identified in a notice identifying deficiencies within the time frame specified may result in delays in payment, financial consequences, or termination of this Agreement in accordance with the terms of the Agreement.

C. No additional monitoring activities have been identified at this time; however, additional tasks may be identified during the pendency of this agreement.

7. INTELLECTUAL PROPERTY RIGHTS

See Agreement for applicable terms and conditions related to the intellectual property rights.

8. SUBCONTRACTS

See Agreement for applicable terms and conditions related to subcontracts.

9. INSURANCE

See Agreement for applicable terms and conditions related to insurance.

10. SECURITY AND CONFIDENTIALITY

See Agreement for applicable terms and conditions related to security and confidentiality.

11. RECORD KEEPING REQUIREMENTS

See Agreement for applicable terms and conditions related to record keeping requirements.

12. NON-EXPENDABLE PROPERTY

The **GRANTEE** is not authorized to use funds provided herein for the purchase of any non-expendable equipment or personal property valued at $1,000 or more for performance under this Agreement.

13. PURCHASE OR IMPROVEMENT OF REAL PROPERTY

This Section is not applicable and intentionally left blank.

14. SPECIAL PROVISIONS FOR CONSTRUCTON CONTRACTS

A. DRUG-FREE WORKPLACE

Pursuant to Section 440.102(15), F.S., any construction contractor regulated under Parts I and II of Chapter 489, F.S., who contracts to perform construction work under a state contract shall implement a drug-free workplace.

B. CONTRACTOR ELIGIBILITY

1. The use of a Marine Specialty licensed contractor (Section 489.105, F.S) is not a requirement for professional services pertaining to artificial reef deployment activities during this Agreement. A Marine Specialty Contractor license (Chapter 61G4-15.033 Florida Administrative Code) does not include artificial reefs, and therefore is not a licensing requirement for artificial reef deployment.

2. The Consultants Competitive Negotiation Act (Section 287.055, F.S.) is not applicable for professional services pertaining to artificial reef planning, procurement, deployment or survey activities during this Agreement. Signed and sealed drawings are not required.

3. In accordance with Executive Order 12549, Debarment and Suspension, the **GRANTEE** shall agree and certify 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; and, that the **GRANTEE** shall not knowingly enter into any lower tier agreement, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction, unless authorized in writing to the **COMMISSION** by the federal agency issuing the grant award. Upon execution of subcontracts funded by this Agreement, the **GRANTEE** shall require subcontractors to complete, sign and return a copy of the form entitled "Certification Regarding Debarments, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Federally Funded Transactions", attached hereto and made a part hereof as Attachment E. As required by sentences 1 and 2 above, the **GRANTEE** shall include the language of this section, and Attachment E in all subcontracts or lower tier agreements executed to support the **GRANTEE's** work under this Agreement.

C. FEDERAL FUNDS

1. This Agreement is funded in whole or in part by a grant from the U.S. Fish and Wildlife Service, Federal Aid in Sport Fish Restoration Program, CFDA No. 15.605. Therefore, the **GRANTEE** shall be responsible for complying with all federal grant requirements as provided in the grant, a copy of which is attached hereto and made a part hereof as Attachment C. It is understood and agreed that the **GRANTEE** is not authorized to expend any federal funds under this Agreement to a federal agency or employee without the prior written approval of the U.S. Fish and Wildlife Service.

2. The Davis-Bacon Act is not applicable to subcontracts executed under this Agreement. This project is funded by the Dingell-Johnson Sport Fish Restoration Act which does not require implementation of the provision of the Davis-Bacon Act as the initial federal award to the **COMMISSION** was exempt from the Davis-Bacon Act conditions.

3. The **GRANTEE** agrees to follow all requirements of CFR 200, Code of Federal Regulations, for the procurement of commodities or contractual services under this Agreement.

4. The **GRANTEE** shall be required to provide a minimum matching contribution of $10,000.00 of the total project costs in support of the **COMMISSION's** grant from the U.S. Fish and Wildlife Service.

5. The **COMMISSION** shall make payment to the **GRANTEE** for an amount of the total project eligible cost less the $10,000.00 match, not to exceed $60,000.00 of approved invoiced costs. The $10,000.00 of invoice costs not reimbursed by the **COMMISSION** shall represent the **GRANTEE's** matching contribution as required by the **COMMISSION's** grant from the U.S. Fish and Wildlife Service.

D. **PAYMENT BOND**

Pursuant to Chapter 287, F.S., no payment or surety bond is required for this project.

E. **PERFORMANCE BOND**

Pursuant to Chapter 287, F.S., no performance bond is required for this project.

F. **CERTIFICATE OF CONTRACT COMPLETION**

The Grantee will be required to complete a Certificate of Completion form (Attachment F) when all work has been completed and accepted. This form must be submitted to the **COMMISSION's** Contract Manager with the **GRANTEE's** invoice for payment to be authorized. The **COMMISSION's** Contract Manager shall submit the executed form with the invoice to Accounting Services.

G. **CERTIFICATE OF PARTIAL PAYMENT**

This Section is not applicable and intentionally left blank.

H. **GRANTEE PAYMENTS TO SUBCONTRACTOR**

Grant Agreement No. 20019, Section 15, B, "Grantee Payments to Subcontractor" is hereby amended to read as follows:

If subcontracting is permitted pursuant to Section 15, Paragraph A, the **GRANTEE** agrees to make payments to the subcontractor upon completion of work and submitted invoice in accordance with the contract between the **GRANTEE** and subcontractor. Failure to make payment pursuant to any subcontract within thirty (30) working days will result in a penalty charged against **GRANTEE** and paid to the subcontractor in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the thirty (30) working day period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

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Department of Financial Services
Division of Accounting and Auditing – Bureau of Auditing

ATTACHMENT B
AUDIT REQUIREMENTS FOR AWARDS OF STATE AND FEDERAL FINANCIAL ASSISTANCE

Note: Rule Chapter 69I-5, Florida Administrative Code (F.A.C.), State Financial Assistance, incorporates this form as well as the regulations cited therein by reference in Rule 69I-5.006, F.A.C. Rule 69I-5.001, F.A.C., incorporates 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, including Subpart F - Audit Requirements, 2018 Edition, and its related Appendix XI, Compliance Supplement, April 2017 and April 2018. The form and regulations can be accessed via the Department of Financial Services' website at https://apps.fldfs.com/fsaa/.

The administration of resources awarded by the Florida Fish and Wildlife Conservation Commission to the grantee may be subject to audits and/or monitoring by the Florida Fish and Wildlife Conservation Commission, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by the Florida Fish and Wildlife Conservation Commission staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the grantee agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Florida Fish and Wildlife Conservation Commission. In the event the Florida Fish and Wildlife Conservation Commission determines that a limited scope audit of the grantee is appropriate, the grantee agrees to comply with any additional instructions provided by the Florida Fish and Wildlife Conservation Commission staff to the grantee regarding such audit. The grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

Part I: Federally Funded

This part is applicable if the grantee is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A grantee that expends $750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through the Florida Fish and Wildlife Conservation Commission by this agreement. In determining the federal awards expended in its fiscal year, the grantee shall consider all sources of federal awards, including federal resources received from the Florida Fish and Wildlife Conservation Commission. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the grantee conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

2. For the audit requirements addressed in Part I, paragraph 1, the grantee shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.

3. A grantee that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the grantee expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements,

the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from grantee resources obtained from other than federal entities).

Part II: State Funded

Note: This part is applicable if the grantee is a nonstate entity as defined by section 215.97(2), F.S.

1. In the event that the grantee expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such grantee (for fiscal years ending June 30, 2017, and thereafter), the grantee must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Florida Fish and Wildlife Conservation Commission by this agreement. In determining the state financial assistance expended in its fiscal year, the grantee shall consider all sources of state financial assistance, including state financial assistance received from the Florida Fish and Wildlife Conservation Commission, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the grantee shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the grantee expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the grantee expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the grantee's resources obtained from other than state entities).

Part III: Other Audit Requirements

Note: This Part should be used to specify any additional audit requirements imposed by the state awarding entity that are solely a matter of that state awarding entity's policy (i.e., the audit is not required by federal or state laws and is not in conflict with other federal or state audit requirements). Pursuant to section 215.97(8), F.S., state agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with section 215.97, F.S. In such an event, the state awarding agency must arrange for funding the full cost of such additional audits.

Part IV: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the grantee directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

   The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the grantee directly to each of the following:

a. The Commission at each of the following addresses:

Office of Inspector General
Florida Fish and Wildlife Conservation Commission
Bryant Building
620 S. Meridian St.
Tallahassee, FL 32399-1600

b. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the grantee directly to:

The Commission at each of the following addresses:

Office of Inspector General
Florida Fish and Wildlife Conservation Commission
Bryant Building
620 S. Meridian St.
Tallahassee, FL 32399-1600

4. Any reports, management letters, or other information required to be submitted to the Florida Fish and Wildlife Conservation Commission pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Grantees, when submitting financial reporting packages to the Florida Fish and Wildlife Conservation Commission for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the grantee in correspondence accompanying the reporting package.

Part V: Record Retention

The grantee shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of at least five years from the date the audit report is issued, and shall allow the Florida Fish and Wildlife Conservation Commission, or its designee, the CFO, or Auditor General access to such records upon request. The grantee shall ensure that audit working papers are made available to the Florida Fish and Wildlife Conservation Commission, or its designee, the CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Florida Fish and Wildlife Conservation Commission.

AUDIT REQUIREMENTS FOR AWARDS OF STATE AND FEDERAL FINANCIAL ASSISTANCE

Note: Records need to be retained for at least five years to comply with record retention requirements related to original vouchers as prescribed by the Department of State, Division of Library and Information Services, Bureau of Archives and Records Management.

A.

AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE

EXHIBIT 1

Federal Resources Awarded to the Grantee Pursuant to this Agreement Consist of the Following:

Note: If the resources awarded to the grantee represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded.

1. Federal Program A:

   Federal Aid in Sport Fish Restoration Program, 15.605, $37,168.47

2. Federal Program B:

   not applicable

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

Note: If the resources awarded to the grantee represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below.

1. Federal Program A:

   A. Only the goods and/or services described within the attached Agreement and Attachment A Scope of Work are eligible expenditures for the funds awarded.

   B. All provisions of Section 379.249, Florida Statutes and Rule 68E-9, Florida Administrative Code must be complied with in order to receive funding under this Agreement.

   C. The Grantee must comply with the requirements of all applicable laws, rules or regulations relating to this artificial reef project.

   D. The Grantee shall be required to provide a matching contribution of the total project costs (a minimum of $10,000) in support of the Commission's grant from the U.S. Fish and Wildlife Service.

2. Federal Program B:

   not applicable

Note: Instead of listing the specific compliance requirements as shown above, the state awarding agency may elect to use language that requires the grantee to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program A, the language may state that the grantee must comply with specific laws, rules, regulations, etc., that pertains to how the awarded resources must be used or how eligibility determinations are to be made. The state awarding agency, if practical, may want to attach a copy of the specific laws, rules, regulations, etc., referred to.

AUDIT REQUIREMENTS FOR AWARDS OF STATE AND FEDERAL FINANCIAL ASSISTANCE

State Resources Awarded to the Grantee Pursuant to this Agreement Consist of the Following:

Matching Resources for Federal Programs:

Note: If the resources awarded to the grantee for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

1. Federal Program A:

   Federal Aid in Sport Fish Restoration Program, 15.605, $22,832.00

2. Federal Program B:

   not applicable

Subject to Section 215.97, F.S.:

Note: If the resources awarded to the grantee represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

1. State Project A:

   not applicable

2. State Project B:

   not applicable

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement Are as Follows:

Note: List applicable compliance requirements in the same manner as illustrated above for federal resources. For matching resources provided by the Department of ABC for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amounts of the non-federal resources, there may be more than one grouping (i.e., 1, 2, 3, etc.) listed under this category.

1. State Project A:

   not applicable

2. State Project B:

   not applicable

Note: 2 CFR §200.513 and section 215.97(5), F.S., require that the information about federal programs and state projects included in EXHIBIT 1 be provided to the grantee.

For questions regarding Form DFS-A2-CL, contact your FSAA state agency liaison or the Department of Financial Services, Bureau of Auditing, at FSAA@MyFloridaCFO.com or (850) 413-3060.

State Grant Programs Part 523 Federal Aid Compliance Requirements

Chapter 1 Summary 523 FW 1.1

1.1 Purpose. The purpose of this chapter is to summarize guidance on those requirements generally applicable to grant programs.

1.2 Applicability and Scope. In accepting Federal funds, States and other grantees must comply with all applicable Federal laws, regulations, and policies. This chapter is not all-inclusive. Exclusion of any specific requirement does not relieve grantees of their responsibility for compliance. Copies of reference materials can be obtained from the Regional Offices. Guidance on the following requirements is contained in this chapter.

A. Nondiscrimination Requirements.
- Title VI of the Civil Rights Act of 1964
- Section 504 of the Rehabilitation Act of 1973
- Age Discrimination Act of 1975
- Title IX of the Education Amendments of 1972

B. Environmental Requirements.
- Coastal Zone Management Act of 1972
- Executive Order 11987, Exotic Organisms
- Endangered Species Act of 1973
- National Environmental Policy Act of 1969
- Floodplains and Wetlands Protection
- Animal Welfare Act of 1985
- Coastal Barriers Resources Act of 1982

C. Historic and Cultural Preservation Requirements.
- National Historic Preservation Act of 1966

D. Administrative Requirements.
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- Debarment and Suspension
- Drug-Free Workplace Act of 1988
- Restrictions on Lobbying (P.L. 101-121)

1.3 Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d)).

A. Summary. Prohibits discrimination based on race, color, or national origin in any "program or activity receiving Federal financial assistance."

B. References.
(1) Regulations of the Department of the Interior (43 CFR Part 17)
(2) U.S. Fish and Wildlife Service Guidelines for Compliance with Federal Nondiscrimination Requirements
(3) U.S. Fish and Wildlife Service Federally Assisted Program Implementation Plan

C. Requirements.
(1) Grantees may not, on the basis of race, color, or national origin, select, locate, or operate project facilities which will serve to exclude or limit opportunity for use or benefits.

(2) Grantees shall make reasonable efforts to inform the public of opportunities provided by Federal Aid projects and shall inform the public that the projects are subject to Title VI compliance.
(3) Though employment practices are not in themselves subject to Title VI, Title VI does apply to employment which may affect the delivery of services to beneficiaries of a federally assisted program. For the purpose of Title VI, volunteers or other unpaid persons who provide services to the public are included.

1.4 Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 795)

A. Summary. Ensures that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

B. References.
(1) Regulations of the Department of the Interior (43 CFR Part 17)
(2) U.S. Fish and Wildlife Service Guidelines for Compliance with Federal Nondiscrimination Requirements
(3) U.S. Fish and Wildlife Service Federally Assisted Program Implementation Plan

C. Requirements.
(1) Grantees may not deny a qualified handicapped person the opportunity to participate in or benefit from Federal Aid project facilities or services afforded to others.
(2) Grantees may not deny a qualified handicapped person the opportunity to participate as a member of a planning or advisory board.
(3) The location of facilities shall not have the effect of excluding handicapped persons from, deny them the benefits of, or otherwise subject them to discrimination under any Federal Aid project.

1.5 Age Discrimination Act of 1975 (42 U.S.C. 6101)

A. Summary. Prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance.

B. References.
(1) Regulations of the Department of the Interior (43 CFR Part 17)
(2) U.S. Fish and Wildlife Service Guidelines for Compliance with Federal Nondiscrimination Requirements
(3) U.S. Fish and Wildlife Service Federally Assisted Program Implementation Plan

C. Requirements. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. However, a grantee is permitted to take an action otherwise prohibited if the action reasonably takes into account age as a factor necessary to the normal operation or achievement of any statutory objective of a program or activity.

1.6 Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et.seq.)

A. Summary. Prohibits discrimination on the basis of sex in any education program receiving Federal financial assistance.

B. References.
(1) Regulations of the Department of the Interior (43 CFR Part 17)
(2) U.S. Fish and Wildlife Service Guidelines for Compliance with Federal Nondiscrimination Requirements

C. Requirements. No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program receiving Federal financial assistance. For the purpose of Title IX, hunter education and aquatic education project activities are considered education programs.

1.7 Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.)

A. Summary. The Act is intended to, "preserve, protect, develop, and where possible, to restore or enhance, the resources of the Nation's coastal zone..."

B. References. Regulations of the Department of Commerce (15 CFR 930).

C. Requirements. Federal Aid projects, which would "significantly affect the coastal zone" must be consistent with the approved State management programs developed under the Act. Prior to submitting a Grant Proposal for a project in the coastal zone of a State with an approved Coastal Zone Management Program, the proposed project must be reviewed for consistency with the management plan. Grantees may be required to submit a statement attesting to conformance with the Coastal Zone Management Plan.

1.8 Exotic Organisms Executive Order 11987

A. Summary. Federal agencies shall discourage the States from introducing exotic species into natural ecosystems of the United States. In addition, Federal agencies will restrict the use of Federal funds for the purpose of introducing exotic species into ecosystems outside of the United States.

B. References. Executive Order 11987, Exotic Organisms, 42 FR 26949 (May 25, 1977)

C. Requirements.
(1) Any proposal for the introduction of an exotic species into a natural ecosystem by a State fish and wildlife agency must include a biological opinion from the U.S. Fish and Wildlife Service supporting the proposed introduction.
(2) To obtain a biological opinion, the State agency shall provide the Regional Director with a written request for the opinion together with any available information including, but not limited to, NEPA documents, biological data, and project plans.
(3) After receiving a biological opinion, it will be the responsibility of the State agency to adhere to the recommendations outlined in that opinion.

1.9 Endangered Species Act of 1973 (16 U.S.C. 1531-1534).

A. Summary. Actions funded under the Federal Aid programs must not jeopardize the continued existence of any endangered or threatened species, or result in the destruction or adverse modification of the habitat of the species.

B. Reference. Section 7 Consultation Requirements, 43 FR 870 (Jan. 4, 1978).

C. Requirements. The Regional Director must ensure that Federal Aid projects are not likely to jeopardize the continued existence of endangered or threatened species or result in the

destruction or adverse modification of critical habitat. For projects which may affect an endangered or threatened species, either beneficially or adversely, a formal Section 7 consultation is necessary. The State is required to name the listed species and/or critical habitat included; list the name, description, and location of the area; list objectives of the actions; and provide an explanation of the impacts of the actions on a listed species or its critical habitat.

1.10 National Environmental Policy Act of 1969 (42 U.S.C. 4321-4347).

A. Summary. Requires that every proposed Federal action be examined to determine the effects (beneficial or adverse) it will have on the human environment and that the findings be considered in decisions regarding its implementation.

B. References.
(1) Regulations of the Council on Environmental Quality implementing the procedural provisions of NEPA, (40 CFR 1500-1508).
(2) Departmental Manual, Environmental Quality, Part 516.
(3) Fish and Wildlife Service Manual, National Environmental Policy Act, Part 550.
(4) National Environmental Policy Act Handbook for Federal Aid Projects. The Assistant Director-Fish and Wildlife Enhancement is authorized to promulgate the National Environmental Policy Act Handbook for Federal Aid Projects.

C. Requirements. Each action proposed for Federal funding must include an Environmental Assessment (EA), Environmental Impact Statement (EIS), or show that the proposed activity is covered by one or more categorical exclusions. For specific requirements and procedures, see National Environmental Policy Act (NEPA) Handbook for Federal Aid Projects.

1.11 Floodplains and Wetlands Protection.

A. Summary. Federal Aid funds may not be used for projects affecting floodplains or wetlands unless there is no practical alternative outside the floodplain or wetland and only if actions are taken to minimize the adverse effects.

B. References.
(1) Executive Order 11988, Floodplain Management, 42 FR 26951 (May 25, 1977).
(2) Executive Order 11990, Protection of Wetlands, 42 FR 26961 (May 25, 1977).
(3) Department of Interior Procedures for Implementation, 520 DM 1.
(4) Natural Resources Protection, 613 FW.

C. Requirements. The Executive orders on floodplains and wetlands require Federal agencies to review proposed actions to ensure that there are no practical alternatives outside the floodplain or wetland, and to ensure that potential harm is minimized. If there are no practical alternatives to proposed projects in floodplains or wetlands, actions to minimize the adverse effects should be incorporated into the project plans.

1.12 Animal Welfare Act of 1985 7 U.S.C. 2131, et seq.

A. Summary. Requires the humane treatment of animals (exclusive of fish) used in research, experimentation, testing, and teaching.

B. References. Regulations of the Department of Agriculture, Animal and Plant Health Inspection Service (APHIS), 9 CFR Parts 1, 2 and 3 (54 FR 36112 (Aug. 31, 1989).

C. Requirements. Grantees who use Federal Aid funds to conduct covered management or research or who engage in interstate shipment of animals should contact the local Animal and Plant Health Inspection Service (APHIS) office for instructions. A list of the APHIS offices may be obtained from the Regional Offices.

1.13 Coastal Barriers Resources Act of 1982 (16 U.S.C. 3501), as amended by the Coastal Barrier Improvement Act of 1990 (P.L. 101-591)

A. Summary. The purpose of the Acts are "...to minimize the loss of human life, wasteful expenditure of Federal revenues and damage to fish and wildlife, and other natural resources associated with coastal barriers..."

B. References. U.S. Fish and Wildlife Service Advisory Guidelines, 48 FR 45664 (Oct. 6, 1983).

C. Requirements. Activities conducted within a unit of the Coastal Barrier Resources System must meet the requirements of section 6 of the Act. Section 6 requires consultation with the Service, via the appropriate Regional Office.

1.14 National Historic Preservation Act of 1966 16 U.S.C. 470.

A. Summary. Federal agencies may not approve any grant unless the project is in accordance with national policies relating to the preservation of historical and cultural properties and resources.

B. References.
(1) National Register of Historic Places (36 CFR 60).
(2) The Archeological and Historic Preservation Act of 1974, 16 U.S.C. 469a.
(3) Procedures for the Protection of Historic and Cultural Properties (36 CFR 800).
(4) Determinations of Eligibility for Inclusion in the National Register of Historic Places (36 CFR 63).
(5) Criteria for Comprehensive Statewide Historic Surveys and Plans (36 CFR 61).
(6) Cultural Resources Protection, 614 FW.

C. Requirements.
(1) States must consult with the State Historic Preservation Officer (SHPO) for those activities or projects that are defined as undertakings under the National Historic Preservation Act. An undertaking is defined as a project, activity, or program that can result in changes in the character or use of properties that are listed on or potentially eligible for listing on the National Register of Historic Places (National Register) and located within the project's area of potential effect. Undertakings include new and continuing projects, activities, or programs and any of their elements not previously considered under Section 106 of the National Historic Preservation Act.
(2) In cases where a Federal Aid project has been determined to be an undertaking, the State must notify the appropriate Service Regional Director for guidance on how to proceed with Section 106 compliance. Based on the results of the consultation between the State and SHPO, the Service will determine the need and level of inventory to identify historic properties that may be affected by the undertaking and to gather sufficient information to evaluate whether these properties are listed or are eligible for listing in the National Register.
(3) Where completed inventories indicate that identified historic properties may be affected by the undertaking, the State shall be responsible for submitting the necessary documentation to the appropriate Regional Director for review. As necessary, the Service shall seek

determinations of eligibility for those properties that are to be affected by the proposed activity.
(4) If a State is advised by the SHPO that an undertaking will adversely affect a property that is eligible for or listed on the National Register, the State shall ask the appropriate Regional Director to determine measures for mitigating or avoiding impacts. This may require the development of a memorandum of agreement among the Service, State, and State Historic Preservation Officer to address specific measures that will be employed to avoid or minimize adverse effects to historic properties located within the area of potential effect. Adverse effects that may diminish the character and integrity of historic properties include

(a) Physical destruction, damage, or alteration of all or part of the property;

(b) Isolation of the property from or alteration of the character of the property's setting when that character contributes to the property's qualification for the National Register of Historic Places;

(c) Introduction of visual, audible, or atmospheric elements that are out of character with the property or alter its setting;

(d) Neglect of a property resulting in its deterioration or destruction; and

(e) Transfer, lease, or sale of the historic property.

(5) If a previously unknown property that is eligible for listing on the National Register is discovered at any time during the implementation period of a Federal Aid project, the Regional Director must be notified and all actions which may adversely effect it must be suspended. The Service shall provide the State with instructions on how to proceed.

1.15 Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601)

A. Summary. Federal agencies may not approve any grant unless the grantee provides Assurances that it will comply with the Act. Prices to be paid for lands or interests in lands must be fair and reasonable (except when the price is fixed by law, or when the lands are to be acquired at public auction or by condemnation and the value determined by the court). Persons displaced from their homes, businesses, and farms must receive relocation services, compensation, and fair equitable treatment.

B. References.
(1) Department of Interior Uniform Relocation Assistance and Real Property Acquisition Regulations (41 CFR 114-50).
(2) Department of Transportation Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs (49 CFR Part 24).

C. Appraisal Requirements.
(1) A real property owner or his designated representative must be contacted prior to making an appraisal and given an opportunity to accompany the appraiser during inspection of the property. The fact that it occurred must be documented in project files and in the appraisal report.
(2) Real property must be appraised, the appraisal report reviewed, and the fair market value established prior to initiation of negotiations with the owner.
(3) If the acquisition of only part of a property will leave the owner with an uneconomic remnant, the State or other grantee must offer to buy the whole property. The term "uneconomic remnant" applies only to Title III of the Act and the necessity of the acquiring agency to offer to purchase such a remainder or the entire property. It is not to be construed with the term "uneconomic unit" as it applies to the in-lieu payment of farm operations under Title II of the Act.

D. Negotiation Requirements.

(1) An owner or his designated representative must be provided, in person or by certified mail, a written statement of just compensation as determined in the appraisal process. Offers of compensation cannot be less than the approved appraisal of fair market value of such property. If only a portion of the owner's property is being taken and the owner is left with an uneconomic remnant, the agency must offer to buy the whole property.

(2) Reimbursement to a real property owner for costs to convey a title must include

(a) Recording fees, transfer taxes, and similar costs;

(b) Penalty cost for prepayment of pre-existing recorded mortgage; and

(c) Pro-rata portion of real property taxes allocable to a period subsequent to the date of vesting title.

(3) All displaced persons (owners and tenants) must be provided information on their relocation benefits.

E. Relocation Assistance to Displaced People.

(1) A relocation plan must be prepared for displaced persons so that problems associated with displacement of individuals, families, businesses, farms and nonprofit organizations are known at an early stage in a project's development (see 49 CFR 24.205). Planning may involve the following

(a) Who and what will be displaced.

(b) The estimated number of dwellings, businesses, farms, and nonprofit organizations displaced, including rentals. This estimate should contain

(i) Currently available replacement housing, businesses, farm, and organization sites;

(ii) Approximate number of employees affected;

(iii) Types of buildings, number, and size of rooms;

(iv) The needs of those displaced (i.e. lifestyle); and

(v) Type of neighborhood, distance to community facilities, church, etc.

(c) List of comparable replacement dwellings, including rentals, available on the market within a 50-mile radius (specialized units may require expanding radius). When an adequate supply of comparable housing is not expected to be available, consideration of Housing of the Last Resort actions should be instituted.

(d) Estimate of cost of replacement housing by purchase and/or rental per displaced person, and consideration of special needs like the elderly or handicapped.

(e) Estimate of cost for moving.

(2) Advisory Services for Displaced People. Advisory services must be provided for all persons occupying property to be acquired and for all persons who use such real property for a business or farm operation. Eligibility requirements and corresponding benefits must be explained to all displaced persons. Assistance must be provided to persons completing claim forms, obtaining moving services, and obtaining proper housing.

(3) Payment for Relocation of Displaced Persons. Relocation expenses must be paid to a displaced person who purchases and occupies a replacement dwelling. Moving and related expenses will be provided to displaced persons residing on real property including those persons owning a business or a farm. All payments must comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

1.16 Debarment and Suspension

A. Summary. Executive Order 12549, Debarment and Suspension, directs that persons debarred or suspended by one Federal agency from receiving grants may not receive grants from any Federal agency.

B. References.
(1) Executive Order 12549, Debarment and Suspension, Feb. 18, 1986.
(2) Department of Interior Rules, Governmentwide Debarment and Suspension (Nonprocurement), 43 CFR 12.100 - 12.510

C. Requirements.
(1) States and other grantees must submit the certification for Primary Covered Transactions (DI-1953). States certify as to their "principals", not the State agency. State principals are commissioners, directors, project leaders, or other persons with primary management or supervisory responsibilities, or a person who has a critical influence on or substantial control over Federal Aid projects. States may provide the certification annually. Other grantees must provide the certification with each Application for Federal Assistance.
(2) States and other grantees must obtain from their subgrantees and contractors a certification for Lower Tier Covered Transactions (DI-1954). A certification is not required for small purchase procurements, currently defined as less than $25,000. These certifications are normally provided with an application or proposal from a subgrantee or contractor.
(3) States and other grantees must not make any award, either by subgrant or contract, to any party which is debarred or suspended or is otherwise ineligible under provisions of Executive Order 12549. The U.S. General Services Administration maintains a list of parties debarred, suspended, ineligible or excluded from participation in Federal grants under the provision of the Executive order. A copy of this list is available, upon request, from the Regional Director.

1.17 Drug-Free Workplace Act of 1988.

A. Summary. The Drug-Free Workplace Act requires that all grantees certify that they will maintain a drug-free workplace.

B. References. Department of Interior Rules, Drug-Free Workplace Requirements, 43 CFR 12.600-635.

C. Requirements. Grantee organizations must
(1) Establish (and publish) a policy that informs employees that the manufacture, distribution, possession, or use of a controlled substance in the workplace is prohibited;
(2) Establish an awareness program to inform employees of the dangers of drug abuse in the workplace; and
Provide a drug-free workplace certification to the Department of Interior or U.S. Fish and Wildlife Service. The forms for providing the certification are available from the RegionalDirector. State agencies may certify annually. If the State agency is covered by a consolidated certification for all State agencies, a copy of the consolidated certification should be submitted to the Regional Director. (The original is retained by the State.) Grantees other than Stateagencies must submit the certification with each Grant Agreement.

1.18 Restrictions on Lobbying (P.L. 101-121)

A. Summary. Prohibits the use of Federal appropriated funds for lobbying either the executive or legislative branches of the Federal Government in connection with a specific contract, grant, loan, or cooperative agreement.

B. References. Department of the Interior Rules, 43 CFR Part 18, New Restrictions on Lobbying.

C. Requirements.

(1) Recipients of Federal grants are prohibited from using Federal appropriated funds, e.g. grants, to pay any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, or an employee of a member of Congress in connection with a specific contract, grant, loan, or cooperative agreement.
(2) Proposals for grants in excess of $100,000 must contain a certification that no part of the funds requested will be used for lobbying. Copies of the certification form, Form DI-1963, can be obtained from the Regional Offices.
(3) Recipients of grants in excess of $100,000 must file a disclosure form on lobbying activities conducted with other than Federal appropriated funds. Form SF-LLL and SF-LLL-A, Continuation Sheet, shall be used for this purpose. Copies of the forms can be obtained from the Regional Office.

Attachment D

COST REIMBURSEMENT CONTRACT PAYMENT REQUIREMENTS

Pursuant to the February, 2011 *Reference Guide for State Expenditures* published by the Department of Financial Services, invoices submitted for cost reimbursement must be itemized by expenditure category as outlined in the apporoved contract budget. Additionally, the invoice must evidence the completion of all tasks required to be performed for the deliverable and must show that the provider met the minimum performance standards established in the contract.

FWC is required to maintain the detailed supporting documentation in support of each request for cost reimbursement and to make it available for audit purposes. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for the categories in the approved contract budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided. FWC may require more detailed documentation as deemed appropriate to satisfy that the terms of the contract have been met.

Listed below are types and examples of supporting documentation:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

For cost reimbursement contracts with another State agency (including State universities):

In lieu of the detailed documentation described above, alternative documentation may be submitted to substantiate the costs requested to be reimbursed. This alternative documentation may be in the form of FLAIR reports or other reports containing sufficient detail.

Attachment E

CERTIFICATION REGARDING DEBARMENTS, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER FEDERALLY FUNDED TRANSACTIONS

Required for all contractors and subcontractors on procurement (vendor) contracts of $100,000 or more, and for all contracts and grants with sub-recipients regardless of amount, when funded by a federal grant.

1. The undersigned hereby certifies 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. The undersigned also certifies that it and its principals:

   (a) Have not within a three-year period preceding this response been convicted of or had a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

   (b) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2.(a) of this Certification; and

   (c) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State or local) terminated for cause or default.

3. Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this certification.

Dated this _____ day of _____, 20___.

By: _____
Authorized Signature/Contractor

Typed Name/Title

Grantee Name/Contractor Name

Street Address

Building, Suite Number

City/State/Zip Code

Area Code/Telephone Number

INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER FEDERALLY FUNDED TRANSACTIONS

1. By signing and submitting this form, the certifying party is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the certifying party knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Florida Fish and Wildlife Conservation Commission (FWC) or agencies with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The certifying party shall provide immediate written notice to the person to which this contract is submitted if at any time the certifying party learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this contract is submitted for assistance in obtaining a copy of those regulations.

5. The certifying party agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier contract, or other covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the FWC or agency with which this transaction originated.

6. The certifying party further agrees by executing this contract that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all contracts or lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone No. (202) 501-4740 or (202) 501-4873.)

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the FWC or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

debar.226/rev.12/00

FL FISH AND WILDLIFE CONSERVATION COMMISSION
DIVISION OF MARINE FISHERIES MANAGEMENT
ARTIFICIAL REEF PROGRAM
CERTIFICATION OF COMPLETION

I, _____
(Printed Name and Title)

representing _____
(Name of Grantee)

do hereby certify that the artificial reef project funded by Grant Number FWC - _____ has been completed in compliance with all terms and conditions of said Grant Agreement.

_____ _____
(Signature) (Date)

Rev. 12/2013

FRANKLIN COUNTY, FLORIDA

2021 ARTIFICIAL REEF PROJECT

REQUEST FOR PROPOSALS

DEADLINE FOR COMPLETION OF DEPLOYMENT UNDER THIS PROJECT IS 8-1-2021

RFP # 2020-01

NOTICE TO PROPOSERS – RFP #2020-01

Notice is hereby given that Franklin County, Florida (the "County") will accept sealed proposals until 4:00 PM (Eastern Time), on the 5th day of April, 2021, for the Franklin County, Florida Buddy Ward 2020-2021 Artificial Reef Project. The project consists of the construction and deployment of at least twenty five (25) concrete prefabricated reef modules, or other concrete structures acceptable to the FWC (the "Commission"), all of which must be at least four (4) feet tall with a base diameter of at least six (6) feet, a weight of at least two (2) tons and made with marine grade concrete with a minimum strength of 4,000 psi. Each module is to consist of concrete with no exposed metal framework and designed with multiple openings of various sizes all the way through the outer surface to allow for water circulation and access by fish. Open-bottom pre-fabricated modules may not be used unless each module has a top opening sufficiently large to allow for turtle escapement (additional details are set forth below). The modules shall be deployed so as to construct three (3) reef complexes in the Buddy Ward permit site (specific location is set forth below) offshore of Apalachicola, Florida. Copies of the provisions, forms, and specifications may be obtained from Erin Griffith, Franklin County Fiscal Manager/Grants Coordinator, at 850-653-9783 (Ext. 158) during normal working hours.

At the County Commission Meeting on the 6th day of April, 2021 at 34 Forbes Street, Apalachicola, FL the proposals will be opened and read. All proposals must be in a sealed envelope reflecting on the outside thereof the proposer's name and **"Franklin County, Florida 2020-2021 Buddy Ward Artificial Reef Project to be opened on the 6th day of April, 2021."**

There is no obligation on the part of the County to award the proposal to the lowest bidder, and the County reserves the right to award the proposal to the bidder submitting a responsive proposal with the highest ranking with a resulting negotiated agreement which is most advantageous and in the best interest of the County and to waive any irregularity or technicality in proposals received. The County shall be the sole judge of the proposal and the resulting negotiating agreement that is in its best interest and its decision shall be final. Any bidder failing to mark the outside of the envelope, as set forth herein, may not be entitled to have their proposal considered. The County is utilizing requests for proposals ("RFP") because various combinations or versions of the deployed material which meet the specifications of this RFP may be proposed by a responsive vendor. If a negotiated agreement is not reached with the highest ranked bidder, then negotiation will commence with the next highest bidder, and so on, until a negotiated agreement is reached.

The Board of County Commissioners reserves the right to waive informalities in any bid, to accept and/or reject any and all bids. If the contract is to be awarded, it will be awarded to the lowest responsive bidder. All bids shall remain firm for a period of sixty days after the opening.

All bidders shall comply with all applicable Federal, State and local laws concerning licensing, registration and regulation of contractors doing business in the State of Florida.

Deadline for all services to be provided by successful bidder/contractor is August 1, 2021.

All proposals should be addressed to the Franklin County Board of County Commissioners and will be received until 4:00 p.m. (Eastern Time), on April 5th, 2021 at the Franklin County Clerk's Office, Franklin County Courthouse, 33 Market Street, Suite 203, Apalachicola, FL 32320-2317.

If you have any questions, please contact Erin Griffith at (850) 653-9783, Ext. 158.

SPECIFICATIONS

RFP #: 2020-01

RFP ITEM: FRANKLIN COUNTY, FLORIDA 2020-2021 BUDDY WARD ARTIFICIAL REEF PROJECT

The purpose of this request for proposals (RFP) is to secure sealed proposals for the construction, acquisition and deployment of clean concrete pre-fabricated structures as described in **Attachment "A."**

The County reserves the right to choose the contractor and material that best meets its needs and to select quantities of its choice.

This project is funded by the U. S. Fish & Wildlife Service (Federal Aid in Sport Fish Restoration Program) and the Florida Fish & Wildlife Conservation Commission (Division of Marine Fisheries Artificial Reef Grants Program).

Proposals must include a concise description of the type of material being submitted. Description should include size, weight, pictures (if possible) and literature (if appropriate) in accordance with the criteria described in Attachment "A". The County reserves the right to disqualify any RFP that does not appear, to the County, to provide clear descriptive information.

Selection will be based on criteria (point system) as described in **Attachment "A".**

SPECIAL CONDITIONS

1. The County reserves the right to waiver any informalities or reject any and all proposals, in whole or part, and to accept the proposal that in its judgment will best serve the interest of the County. The County specifically reserves the right to reject any conditional proposal and will normally reject those that made it impossible to determine the true amount of the proposal.

2. **Addition/Deletion of Items:** The County reserves the right to add or delete any item from this proposal or resulting contract when deemed to be in the County's best interest.

3. **PIGGYBACKING:** The County hereby authorizes other agencies to piggyback, the practice of one agency using the procurement/agreement of another agency, on this Contract with Contractor's consent. The terms and conditions of the new contract, including the scope of work and volume of goods or services, must be the same as those of this contract.

4. Proposals will not be considered from vendors who are currently involved in official financial re-organization or bankruptcy proceedings.

5. **Payments:** The contractor shall be paid upon submission of invoices, in duplicate, to the Franklin County, FL County Commission, c/o Erin Griffith, Fiscal Manger/Grants Coordinator, 33 Market Street, Suite 203, Apalachicola, FL 32320 or by Erin Griffith to erin@franklincountyflorida.com. The prices stipulated herein for articles delivered and accepted invoices must show purchase order numbers.

6. **Information:** Written typed questions concerning proposal requirements or specifications should be directed to Franklin County, FL County Commission, c/o Erin Griffith – Fiscal Manager/ Grants Coordinator, 33 Market Street, Suite 203, Apalachicola, FL 32320, seven (7) days prior to the bid deadline as identified above. Any changes by the County to specifications shall be in writing in the form of an addendum and furnished to all proposers. Verbal information obtained otherwise will not be considered in awarding of proposal. A non-mandatory pre-bid teleconference will be held on the 22nd day of March, 2021, at 1:30 p.m., Eastern Time. Any potential bidder may participate in this meeting by attending via Zoom teleconference – please contact Erin Griffith at 850-653-9783 Ext. 158 for the number and login information.

7. **Right to Waive & Reject:**

   A. The County, in its absolute discretion, may reject any proposal of a proposer that has failed, in the opinion of the County, to complete or perform this County contracted project in a timely fashion or has failed in any other way, in the opinion of the County, to perform the contract in a satisfactory manner.

   B. There is no obligation on the part of the County to award the proposal to the lowest proposer, and the County reserves the right to award the proposal to the proposer submitting a responsive proposal with a resulting negotiated agreement which is most advantageous and in the best interest of the County, and to reject any and all proposals or to waive any irregularity or technicality in proposals received. The

County shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and their decision shall be final.

C. The County reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in additional to this proposal and to accept the proposal that in its judgment will best serve the interest of the County.

D. The County specifically reserves the right to reject any conditional proposal and will normally reject those that made it impossible to determine the true amount of the proposal. Each item must be proposed separately and no attempt is to be made to tie any item or items to any other item or items.

8. **Disqualification of Proposers:**

Any of the following reasons may be considered as sufficient for the disqualification of a proposer and the rejection of his proposal or proposals:

A. More than one proposal for the same work from an individual, firm or corporation under the same or different name.

B. Evidence that the proposer has a financial interest in the firm of another proposer for the same work.

C. Evidence of collusion among proposers. Participants in such collusion will receive no recognition as proposers for any future work of the County until such participant shall have been reinstated as a qualified proposer.

D. Uncompleted work that in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.

E. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.

F. Default under previous contract.

G. The County, in their absolute discretion, may reject any proposal of a proposer that has failed, in the opinion of the County, to complete or perform a County contracted project in a timely fashion or has failed in any other way, in the opinion of the County, to perform a prior contract in a satisfactory manner.

9. **Proposal Opening:** Opening shall be public on the date and time specified. It is the proposer's responsibility to assure that his proposal is delivered at the proper time and place. Offers by telegram, facsimile, or telephone are **NOT ACCEPTABLE. NOTE:** The County is **"not a next day guaranteed delivery location"** by delivery services.

10. **Public Entity Crime Information:** A person or affiliate who has been placed on the convicted vendor list following a conviction for 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 proposal 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 contractor, supplier, subcontractor, or consultant 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.

11. **Conflict of Interest:** The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposal the name of any officer, director, or agent who is also a public officer or an employee of the County.

Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, any interest of five percent (5%) or more in the firm or any of its branches.

Furthermore, the official, prior to or at the time of submission of the proposal, must file a statement with the County, if he/she is an officer or employee of the County, disclosing his/her or spouse's or child's interest and the nature of the intended business.

NOTE: For proposer's convenience, this certification form is enclosed and is made a part of the proposal package.

12. **Certifications and Assurances:** 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 County for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process (see attached certification form).

NOTE: For proposer's convenience, this certification form is enclosed and is made a part of the proposal package.

13. **Discrimination:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

14. **Indemnification & Hold Harmless:** To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the

CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

NOTE: For proposer's convenience, this certification form is enclosed and is made a part of the proposal package.

15. **Contractor's Insurance:**

A. The **CONTRACTOR** shall not commence work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the County.

B. All insurance policies shall be with insurers licensed to do business in the State of Florida, and any insuring company is required to have a minimum rating of A, Class X in the Best Key Rating Guide published by A. M. Best & Co., Inc.

C. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the **CONTRACTOR**.

D. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the **CONTRACTOR** which are involved, and which is a part of the contract.

E. The County reserves the right at any time to require the **CONTRACTOR** to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.

F. The designation of **CONTRACTOR** shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project, must be named in the Workers' Compensation coverage.

G. All policies shall be written so that the County will be notified of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such cancellation or amendment. Such notice shall be given directly to the County Representative.

H. All insurance contracts, except the Workers' Compensation shall list the County as an Additional Insured. **CONTRACTOR** shall provide the County current Certificates of Insurance for all policies at least ten days before commending work.

16. Workers' Compensation Insurance:

A. The **CONTRACTOR** shall secure and maintain during the life of this agreement Workers' Compensation insurance, Joes Act insurance, Maritime insurance or appropriate/applicable coverage that acts or serves as "worker's compensation insurance coverage" for all employees employed including supervision, administration and management personnel. In case any work is sublet with the approval of the County, the **CONTRACTOR** shall require the Subcontractor to provide Workers' Compensation insurance for all employees. **All contractors/subcontractors will submit a copy of their certificate of Worker's Compensation Insurance with their bids. Bids not containing this certification will be cause for rejection of bid.** Evidence of such insurance shall be furnished by County not less than ten (10) days prior to the commencement of any and all subcontracted work.

B. Such insurance shall comply with the Florida Workers' Compensation Law.

C. Coverage shall include a waiver or subrogation clause in favor of the County. Also, this endorsement must be indicated on all Certificates of Insurance.

D. Contractor shall insure and/or otherwise comply with the Federal Longshoremen and Harbor Workers Act and the Jones Act, if applicable.

17. **Business Automobile & Public Liability Insurance:**

A. The **CONTRACTOR** shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-Owned and Hired motor vehicle coverage.

B. The **CONTRACTOR** shall carry other Public Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.

C. In addition to the required coverage in B above, Public Liability coverage shall include the following:

1) On and Off Premises Operation Liability
2) Personal Injury Liability Insurance
3) Independent Contractor Liability
4) Completed Operations & Products Liability

D. The **CONTRACTOR** shall agree to maintain in force Commercial General Liability Insurance including Completed Operations and Products Liability coverage for at least two years following acceptance of the project by the County.

E. All liability insurance shall be written on an occurrence basis and shall not be written on a claim-made basis. If the insurance is issued with an aggregate limit of

liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the LIMITS OF LIABILITY, the **CONTRACTOR** shall notify the County representative in writing. The **CONTRACTOR** shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.

Limits of Liability:

The insurance required shall be written for not less than the following limits unless law requires higher amounts:

	COVERAGE	**LIMIT**
1.	Workers Compensation/Jones Act, etc... (See Paragraph 16 above)	
	a. State	Statutory
	b. Employers Liability	$1 million each accident
2.	Business Automobile & Commercial Grant Liability Insurance	$1 million each occurrence (Combined Single Limit)
3.	Personal & Advertising Injury	$250,000

18. **Notice of Claims or Litigation:** The **CONTRACTOR** agrees to report any incident or claim that results from performance of this Agreement. Within ten (10) days of the **CONTRACTOR'S** knowledge, the County Representative shall receive written notice describing the incident or claim. In the event such incident or claim involves injury or property damage to a third party, verbal notification shall be given the same day the **CONTRACTOR** becomes aware of the incident or claim. A detailed written report is to be made within ten (10) days).

19. **Certificate of Insurance:**

A. All insurance shall include the interest of all entities names in and its respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by the County as Additional Insured. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured has other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

B. Certificates of Insurance, in duplicate, indicating the job-site and evidencing all required coverage must be submitted to and approved by the County prior to the commencement of any of the work. The certificate holder(s) shall be as follows:

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

C. All policies shall expressly require 30 days written notice to the County at the address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide. The certificate, if on a Standard Accord, shall not include language such as "if any" or but failure to mail such notice shall impose on obligation or liability of any kind upon the County, its agents or representatives.

D. All certificates shall be subject to the County's approval of adequacy of protection and the satisfactory character of the Insurer.

E. The Certificates of Insurance shall disclose any and all deductibles or self-insured detentions (SIRs). Deductibles or SIRs in excess of $10,000 will not be accepted unless specifically approved in writing by the County. All deductibles or SIRS, whether approved by the County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.

In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from the County will only be provided upon demonstration that the Contractor has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

F. In the event of failure of the Contractor to furnish and maintain said insurance and to furnish satisfactory evidence thereof, the County shall have the right (but not the obligation) to take out and maintain insurance on the project. All costs for the coverage will be paid by Contractor upon presentation of a bill.

20. **General Terms:**

Any type of insurance or increase of limits of liability not described above which the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against the County and its consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

21. Umbrella Insurance:

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this agreement.

21. **EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)**

A. Requirement to Use E-Verify. Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires Commission contracts in excess of nominal value to expressly require the Grantee to: 1.) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Grantee during the Agreement term; and, 2.) include in all subcontracts under this Agreement, the requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

B. E-Verify Online. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found online at http://www.dhs.gov/files/programs/gc_1185221678150.shtm

C. Enrollment in E-Verify. If Contractor does not have an E-Verify MOU in effect, the Contractor must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

D. E-Verify Recordkeeping. The Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Commission or other authorized state entity consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify Program (which can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).

E. Employment Eligibility Verification. Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Agreement and the Commission may treat a failure to comply as a material breach of the Agreement.

ATTACHMENT A
SCOPE OF WORK

Franklin County, Florida
2020-2021 Buddy Ward Artificial Reef Project

Franklin County, Florida will be administering an artificial reef construction project in the Buddy Ward Permit site off the coast of Apalachicola, Florida.

The project consists of the construction and deployment of:

> **At least twenty five (25) concrete prefabricated reef modules (the "Modules"), or other concrete structures acceptable to the FWC (the "Commission"), all of which must be at least four (4) feet tall with a base diameter of at least six (6) feet, a weight of at least two (2) tons and made with marine grade concrete with a minimum strength of 4,000 psi. Each module is to consist of concrete with no exposed metal framework and designed with multiple openings of various sizes all the way through the outer surface to allow for water circulation and access by fish. Open-bottom pre-fabricated modules may not be used unless each module has a top opening sufficiently large to allow for turtle escapement (additional details are set forth below).**

The Modules shall be deployed so as to construct three (3) reef complexes in the Buddy Ward permit site (specific location is set forth below) offshore of Apalachicola, Florida. The location and allocation of the artificial reef modules are as specified in the deployment plan (see Attachment B which includes graphics).

The specifications for the artificial reef modules will be described in subsequent paragraphs. Available funds for this project are $70,000.00. Contractors must submit proposals for what they can construct and deploy as specified in the deployment plan for the total of $70,000.00. Contractor selection will be administered through the criteria outlined in the below request for proposal process.

The specified artificial reef modules are to be deployed in one (1) artificial reef permit area known as the Buddy Ward permit site located offshore of Apalachicola, Franklin County, Florida. This is an authorized artificial reef permit area with the U.S. Army Corps of Engineers and Florida Department of Environmental Protection as applicable. The permit for the Buddy Ward Permit Site is USACOE Permit Number SAJ-2018-02268 (SP-LSL) issued on 12-23-2019 and with expiration date of 12-23-2029, and FDEP Permit Number 0367204-001-EI/19 issued on 9-14-2018.

Each Contractor RFP proposal must consist of the following elements:

MINIMUM CONTRACTOR QUALIFICATIONS:

CONTRACTORS must meet the following minimum qualifications by including a response to each item below at the time of submitting a proposal:

a. Must be on file with the Department of State in accordance with provision of Chapter 607, Florida Statutes (check the State of Florida Secretary of State website);
b. Must not be on the federal debarment list;
c. Must not be on the state debarment list;
d. Must show they are competent and have the necessary resources to fulfill the conditions of the contract;
e. Must have completed an artificial reef project within the past 5 years, anywhere in the United States;
f. Provide proof of insurance (in accordance with Franklin County, Florida liability requirements);

MINIMUM MATERIAL STANDARDS

The project entails the manufacture and deployment of at least 25 pre-fabricated concrete artificial reef modules, or other concrete structures acceptable to the County. They will consist of at least twenty five (25) concrete prefabricated reef modules (the "Modules"), or other concrete structures acceptable to the FWC (the "Commission"), all of which must be at least four (4) feet tall with a base diameter of at least six (6) feet, a weight of at least two (2) tons and made with marine grade concrete with a minimum strength of 4,000 psi. Each module is to consist of concrete with no exposed metal framework and designed with multiple openings of various sizes all the way through the outer surface to allow for water circulation and access by fish. Open-bottom pre-fabricated modules may not be used unless each module has a top opening sufficiently large to allow for turtle escapement. Approved open-bottom modules include:

a. Three-sided modules where each side of the top opening is at least 36-inches in length along its edge;
b. Four or more sided modules where each side of the top opening is at least 40-inches in length along its side;
c. Modules with a round opening with a diameter of at least 40-inches (oval openings are not allowed unless a 40-inch diameter circle can fit within the oval;
d. Modules that are approved by the FWC as being turtle friendly.

4. No open-bottom modules are allowed that include additional modules, discs, or other materials stacked, placed on or immediately adjacent to the top opening, as they may prevent turtles from easily escaping.

5. All artificial reef materials shall be clean and free from dirt, asphalt, creosote, petroleum, or other hydrocarbons and toxic residues, loose free floating material or other deleterious substances.

6. Units must be capable of being deployed in an upright position on the seafloor. Any lifting lines or straps used during deployment must be temporary and removed by the Contractor prior to reimbursement. The County shall have the opportunity to evaluate the structural integrity of each pre-fabricated module proposed for use, and shall eliminate from artificial reef material consideration all badly damaged modules that would be prone to break apart during the transport and/or deployment process.

7. Reimbursement for loading, transporting and deploying the materials will be based on cost per unit basis. Materials that are placed within the boundaries of the permitted area, completely intact and in an upright position will be reimbursed at the full unit cost. Materials that are damaged during loading, transport or deployment operations will be reimbursed based on the liquidated damage schedule set forth below.

LOADING AND TRANSPORTATION

8. Artificial reef materials will be loaded using a suitable means of conveyance for transportation to a staging area site and loading onto a barge or other suitable vessel for offshore transportation to the designated artificial reef site. Offshore transportation shall be provided by a sufficiently powered transport or towing vessel, and shall include the necessary personnel and equipment to safely transport and deploy the reef material. Reef material loaded on to the transporting vessel must be properly secured in compliance with Coast Guard standards to allow for its safe transport to the reef construction site.

DEPLOYMENT AND MATERIALS PLACEMENT

9. During the deployment of the artificial reef material, the transport vessel must be securely in place with minimal movement (less than 50 feet) to ensure accurate placement of each concrete module on the bottom. Material must be arranged to provide habitat complexity as well as provide sand bottom forage area opportunities.

10. Any machinery used to move and deploy the reef materials (Modules) should be sufficiently powered/maneuverable and capably operated to ensure timely, effective and safe offloading of materials. The tug or transport vessel shall meet all U.S. Coast Guard certification and safety requirements, be equipped with a working, accurate Global Positioning System (GPS) unit and other marine electronics including a working VHF radio. Effective and reliable communications shall exist at all times between the transport vessel, and the County or its designated agent observer on site.

11. Deployment operations will only be initiated when sea height in the operations area is no greater than two to four feet as forecast by the nearest NOAA weather office. Either the County, Its' designated observer (including but not limited to the Apalachicola Artificial Reef Association a/k/a the "AARA") or the subcontractor's vessel captain reserves the right to suspend off-loading operations if positioning and other deployment objectives, including safety of personnel and equipment, are not being met.

12. At least 25 pre-fabricated reef modules will be strategically placed to create three patch reefs within the Buddy Ward permitted area at the coordinates listed in Table 1. The pre-fabricated reef modules will be carefully spaced at least ten feet apart and no more than 50 feet apart to avoid potential damage while still providing one cohesive patch reef.

Table 1

PATCH REEF #	LATITUDE	LONGITUDE
1	29' 29.144' N	84' 56.031' W
2	29' 29.144' N	84' 55.763' W
3	29' 29.144' N	84' 55.494' W

13. The minimum vertical clearance of 25 feet shall be maintained above the highest point of the reef material in the Buddy Ward permitted site (in accordance with the special conditions of the US Army Corps of Engineers permit number SAJ-2018-02268).

14. The Contractor shall be responsible for the temporary marking of the reef deployment location in advance of reef materials deployment. The marker(s) shall be buoys of sufficient size and color to be clearly visible to the tug captain, and sufficiently anchored and with sufficient scope so that they will not drift off the designated deployment site prior to deployment. The County will not pay for materials placed outside the permit area as described above. Precise GPS placement of marker buoys that do not shift position with time are important to ensure the reef is constructed within the permitted area.

15. The Contractor shall confirm the GPS coordinates of the individual placements as well as the maximum vertical relief of the constructed reefs using a fathometer after the reef construction has been completed.

16. The Contractor shall have on site current nautical charts of the deployment area, with the permitted site indicated on the chart. The proposed patch reef coordinates and the corner coordinates of the reef site will also be in possession of the Contractor when on site. The Contractor shall also be in possession of a copy of the Army Corps permit for the area where the deployments are taking place. The Contractor shall be responsible for ensuring that all permit condition terms are complied with.

17. The Contractor shall be prepared to remove any floating debris that might occur during deployment. Having boat hooks, dip nets, and other equipment on board to enable efficient collection of unanticipated floating debris is strongly encouraged. The Contractor shall be responsible for ensuring that any floating debris discovered during deployment operations (e.g., wood, floating line, aluminum cans, plastic bottles, or other floating materials) shall be collected and transported back to land for proper disposal.

LIABILITY AND RESPONSIBILITY FOR REEF MATERIALS

18. Upon initiation of the handling and movement of these artificial reef materials by the County's subcontractor, all liability, risk of loss and responsibility for the safe handling, storage,

transportation and deployment of the materials shall be borne by the subcontractor. This liability, assumption of risk and responsibility shall remain with the subcontractor until the materials are deployed at the Buddy Ward permitted reef site.

DEPLOYMENT PATTERN STANDARDS

During the deployment of the artificial reef material, the transport vessel must be effectively moored through double anchoring, be spudded down, or otherwise be held securely in place with minimal movement (+/-20 feet) to ensure accurate placement of the concrete modules patch reef on the bottom. Material must be arranged to provide habitat complexity as well as provide sand bottom forage area opportunities. Individual reef materials should not be widely scattered. As noted above, and any and all machinery used to move and deploy the reef materials should be sufficiently powered/maneuverable and capably operated to ensure timely, effective and safe off-loading of materials. The tug or transport vessel shall meet all U.S. Coast Guard certification and safety requirements, be equipped with a working, accurate Global Positioning System (GPS) unit and other marine electronics including a working VHF radio.

Also as noted above, materials (the Modules) proposed must be deployed within the Buddy Ward permitted area. The bidder shall state the number of proposed modules in their bid response. Where multiple modules are deployed at a single location, the modules are to be placed at least ten (10) feet apart and no more than fifty (50) feet apart to avoid stacking or otherwise contacting each other. The modules shall not be widely scattered within each deployment location.

CALENDAR OF EVENTS

It is desired that the project construction be accomplished within 120 days of contract award or Notice to Proceed. Project construction must be completed prior to **August 1, 2021**. No compensation will be made for any work completed after this date.

ECONOMY OF PRESENTATION

CONTRACTOR's proposals shall be prepared simply and economically, providing a straightforward, concise delineation of **CONTRACTOR's** capabilities to satisfy the requirement of the RFP. Elaborate binding, colored displays, and promotional material are not desired; however, technical literature may be included as attachments to the proposal. Emphasis in each proposal must be on completeness and clarity of content. In order to expedite the evaluation of proposals, it is essential that **CONTRACTORS** follow the format and instructions contained in the RFP. **CONTRACTORS** must also provide electronic copies of their bids/documents/presentations/proposals on CD/DVD or flash media (i.e. USB flash media) with their submissions.

PROPOSAL CRITERIA/FORMAT

The **CONTRACTOR** shall develop as part of the proposal, in draft form, a detailed project plan for the procurement, labor, construction, staging, transport and deployment on which the

CONTRACTOR intends to bid. The **CONTRACTOR** must provide as part of the proposed project plan the following:

1) **Material Specifications** – Total 25 point value

Describe detailed specifications of the materials proposed to be deployed. This information will include but not be limited to:

a. *Detailed description and inventory of material.* Describe the material composition and the designed habitat performance. Provide an itemized list and dimensions of each category of material type to be deployed. Those module designs that more closely match or exceed the specifications in this attachment will be graded higher.

b. *Weight per unit.* Identify the weight of each unit of material, or average weight per unit if there is variability between units.

c. *Stability/durability.* Demonstrate stability and durability of the module type. Materials demonstrating greatest stability and durability through performance monitoring/testing will be grader higher.

2) **Reef Unit Prices** – Total 25 point value

Identify how many of each module design will be provided. Provide the price per unit deployed on the bottom for the total cost of the project. Module unit prices will be graded higher in comparison to proposals with modules of equal or better design, stability, and durability. Please provide this information in **Attachment B**, Summary Bid Form.

3) **Available Deployment Resources** – Total 10 point value

Describe the resources available to successfully complete deployment of the specified reefs as described in the deployment plan. This information will include but not be limited to: 1) source of procurement of the material; 2) the availability of the material including a production schedule if not currently in stock; 3) the staging area where the units will be kept and made available for inspection prior to deployment; 4) the specifications (load capacity, vessel type, etc.) of the vessel/barge, and crane, and other equipment that will deploy the material, and the port(s) they will be operating from; 5) the specification (load capacity, vessel type, etc.) of the tugboat and/or other support vessels that will deploy the material, and the port(s) they will be operating from. Proposals demonstrating the best capability and reliable performance will be graded higher.

4) **Task Plan** – Total **10** point value

Describe the step-by-step tasks of procuring, loading, moving, transporting, handling and deploying the selected materials through the time the material is placed on the bottom. Describe how the material and deployment will be in compliance with Coast Guard, U.S. Army Corps of Engineers, and State of Florida standards and requirements. Describe the proposed anchoring system and the proposed method to deploy the material. Describe any

coordination required with SUBCONTRACTORS. Proposals with the greatest detail illustrating best planning and timeliness will be graded higher.

5) **Schedule of Operations** – Total **10** point value

a) Provide the total number of estimated days at sea and associated vessel loading days that will be required to **accomplish the project within the desired 120 days of contract award or Notice to Proceed** or complete the project prior to **August 1, 2021, whichever comes first**; b) Provide the number of estimated days required to manufacture the material (if not already manufactured); and c) Provide a schedule factoring in weather, availability of equipment, materials and other commitments commencing from the anticipated date of Contract execution to estimated completion of the operation. Proposals illustrating practical scheduling details and reasonably shorter timelines will be graded higher.

6) **Experience and understanding** – Total **20** point value

Describe your qualifications to demonstrate your ability to implement and administer the project. The **CONTRACTOR** must provide the following information: a) minimum of three reference names, addresses and phone numbers of clients for whom they have performed similar artificial reef projects; b) number of years of involvement in artificial reef construction projects and the number of artificial reef construction projects successfully completed. Contractors demonstrating the greatest amount and most recent experience will be graded higher.

DEPLOYMENT AND MATERIAL PLACEMENT

1) Within 30 days following contract award, the **County** shall provide the **CONTRACTOR** with a specific list of coordinates for each of the proposed modules.

2) **An on-site observer, designated by the County, must be present during deployment operations.** Effective and reliable communications shall exist at all times between the transport/deployment vessel, and the designated County observers on-site.

3) The County or its designated representative agrees to allow the **COMMISSION** to conduct on-site inspections of the modules before, during, and after the deployment.

REPORTING, PERFORMANCE, AND PUBLICATIONS

1) The Contractor agrees to provide the County with a minimum of three (3) weeks notice prior to any anticipated deployment date. Additional notice five (5) days prior and then continuous notification as each deployment date approaches. Furthermore, the Contractor shall be responsible for providing the County with accurate GPS coordinates for each deployed module within fourteen (14) days after the deployment.

2) As a minimum, any published articles related to this artificial reef activity shall reflect sponsorship as follows: "Sponsored by the Apalachicola Artificial Reef Association, the

Franklin County Board of County Commissioners, the State of Florida, the Fish and Wildlife Conservation Commission, and USFWS Federal Aid in Sport Fish Restoration Program". If the sponsorship reference is in written material, the words "State of Florida, Fish and Wildlife Conservation Commission" shall appear in the same size letters or type as the name of the Grantee's organization.

3) Proposers must complete **Attachment D**, Certification Regarding Debarments, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Federally Funded Transactions.

4) The **CONTRACTOR** shall comply with all applicable Federal, State and local rules and regulations in providing services to the County under this Agreement, including the general and special conditions specified in any permits issued by the U. S. Army Corps of Engineers, Florida Department of Environmental Protection, or the Florida Fish & Wildlife Commission. The **CONTRACTOR** acknowledges that this requirement includes compliance with all applicable Federal, State and local health and safety rules and regulations.

5) The **CONTRACTOR** is required to be in compliance with the following Federal employment guidelines when employing individuals with funds obtained through this contract:

A. Title 42, United States Code Section 2000d (Section 601, Title VI, Civil Rights Act of 1964 as amended)

B. Title 29, United States Code Section 794 (Section 504, Rehabilitation Act of 1973, as amended)

C. Title 20, United States Code Section 1681 (Section 901, Title IX, Public Law 92-318, prohibiting discrimination of the basis of sex)

D. Title 42, United States Code (Section 6101 Title II of Public Law 94-135, prohibiting discrimination on the basis of age)

E. Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations (41 CFR Part 60)

F. Under Title 40, United States Code Section 276a to a-7 (as supplemented by Department of Labor Regulations, 29 CFR, Part 5), **CONTRACTORS** shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of labor. In addition, **CONTRACTORS** shall be required to pay wages not less often than once a week.

LIQUIDATED DAMAGES

1. If modules are damaged during deployment, liquidated damages may be assessed giving the **County** the option of reducing payment for any misplaced, disoriented, cracked or broken modules documented during the **County's** post-deployment surveys. The **County** will report liquidated damages to the **CONTRACTOR** using the assigned unique identifier number within 15 days of material deployment. Claims for liquidated damages may only be applied to the specific modules documented by the **County** within the 15-day inspection period. Modules not inspected within the 15-day inspection period will not be eligible for liquidated damages. Liquidated damages may be applied per unit according to the liquidated damages schedule (Table 1). Damages can be cumulative; for example, if a unit is found to be lying on its side and was cracked during handling that unit's price will be reduced by 20%.

Table 1: Schedule of liquidated damages for misplaced, disoriented, cracked or broken modules documented during the post-deployment surveys.

	Liquidated Damages (PER UNIT)	Reduction
1	Unit deployed intact but not lying upright	40%
2	Unit cracked during handling but is still intact	10%
3	Unit is broken with up to 10% of the material no longer intact	10%
4	Unit is broken with up to 20% of the material no longer intact	20%
5	Unit is broken with up to 30% of the material no longer intact	30%
6	Unit is broken with up to 40% of the material no longer intact	40%
7	Unit is broken with more than 40% of the material no longer intact	100%
8	Unit was deployed outside of the permitted area.	100%

PROHIBITION OF UNAUTHORIZED ALIENS In accordance with Executive Order 96-236, the Commission shall consider the employment by the County/CONTRACTOR of unauthorized aliens a violation of sub-section 274A(a) of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this AGREEMENT if the County/CONTRACTOR knowingly employs unauthorized aliens.

EXPERIENCE List below, or as an attachment, any previous experience in artificial reef preparation and experience. List references, if available.

_____

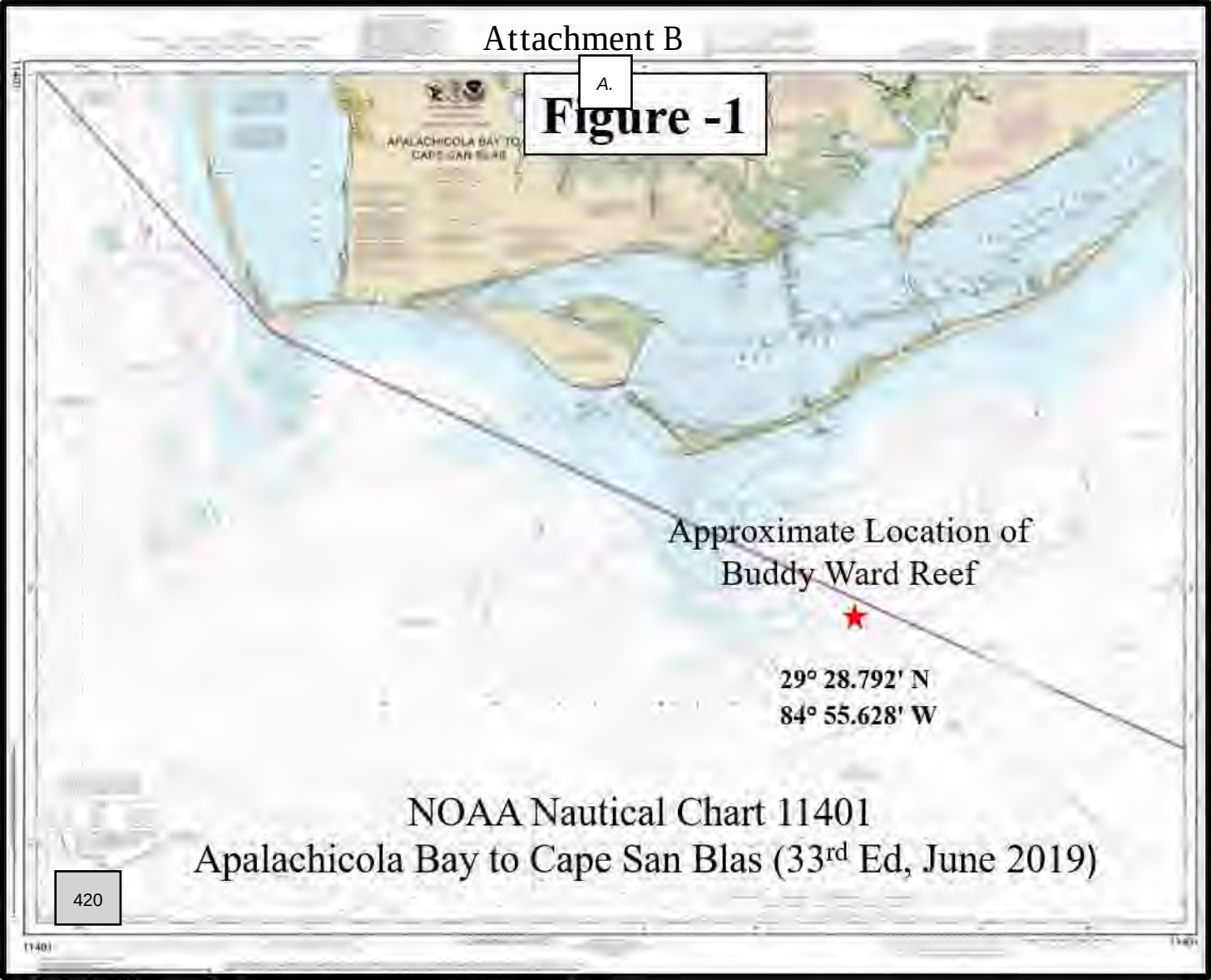
_____

A.

Attachment B

A.

Figure -1



A.

Figure -2



Buddy Ward Reef Nearest Passes Chart

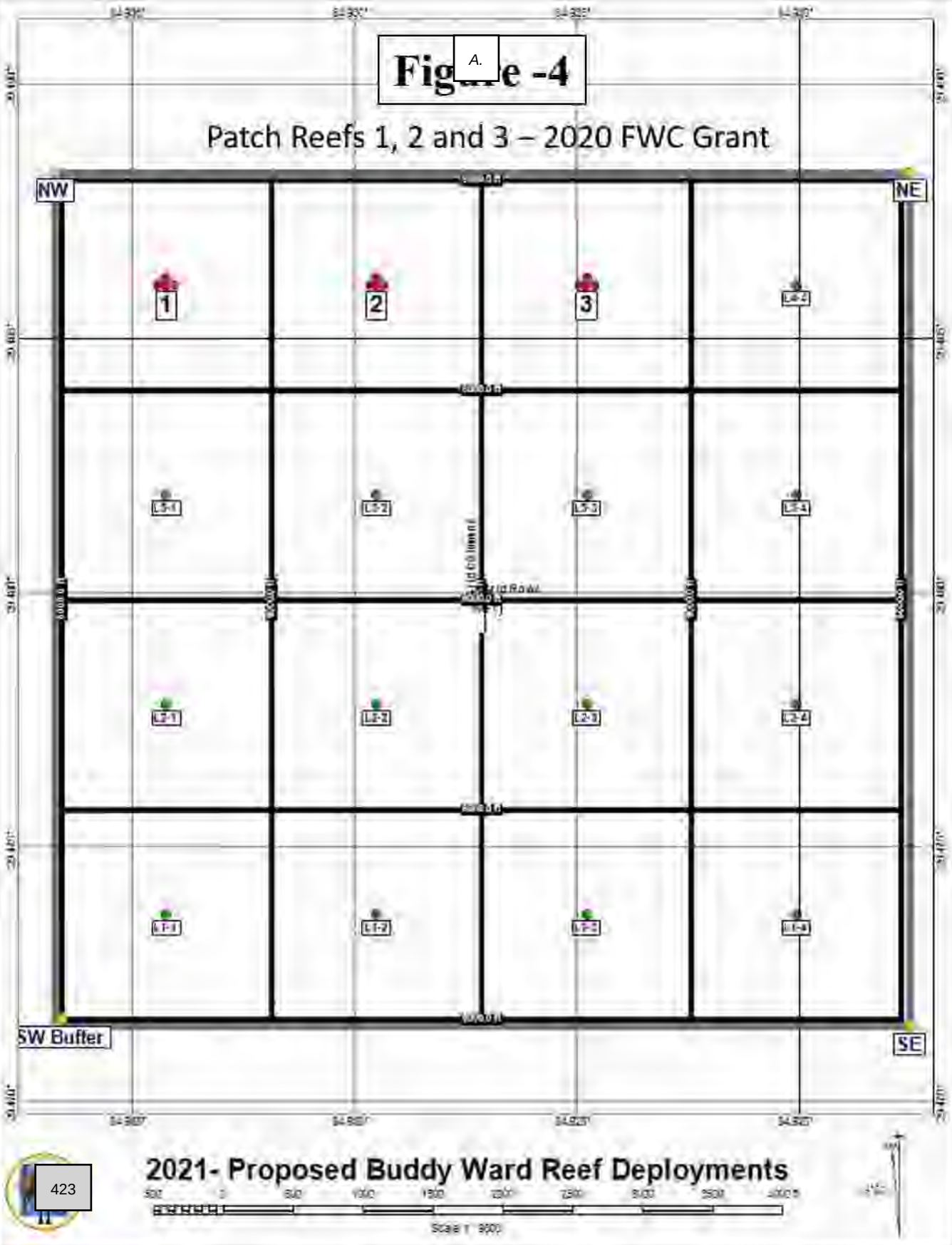
Figure -3



Buddy Ward Reef Permitted Site

Figure -4

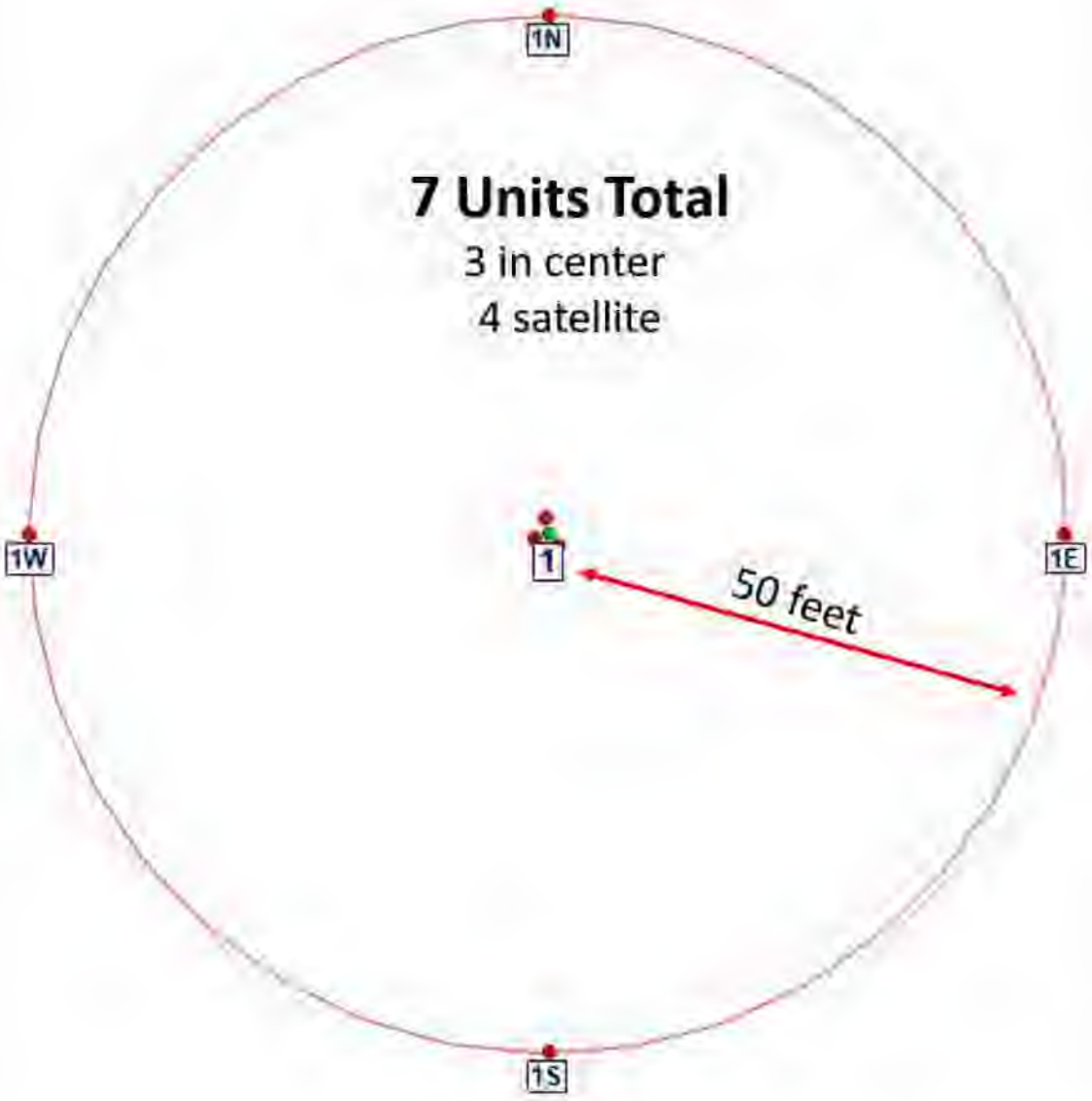
Patch Reefs 1, 2 and 3 – 2020 FWC Grant



2021- Proposed Buddy Ward Reef Deployments

Figure -5

Patch reef #1



Patch Reef #1
2021- Proposed Buddy Ward Reef Deployments

Attachment C

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all proposers/proposers, must disclose if any Franklin County, Florida employee(s), elected officials(s), of if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (an employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES_____NO_____

NAME(S) POSITION(S) FIRM NAME:

_____

_____

_____

BY (PRINTED): _____

BY (SIGNATURE): _____

TITLE: _____

ADDRESS: _____

_____

PHONE NO. _____

E-MAIL _____

Attachment D

CERTIFICATIONS AND ASSURANCES

The County will not enter this Agreement unless Contractor completes the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of this Agreement, Contractor provides the following certifications and assurances:

A. Debarment and Suspension Certification (2 CFR Part 1400)

B. Certification Regarding Lobbying (31 U.S.C. 1352)

C. Certification Regarding Public Entity Crimes (section 287.133, F.S.)

D. Certification Regarding Drug-Free Workplace Requirements (41 U.S.C. 701 et. seq.) (as applicable to recipients and sub-recipients of federal financial assistance)

E. Certification Regarding the Scrutinized Companies List (section 287.135, F.S.) (as applicable)

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.

The undersigned Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;

2. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

If Contractor is unable to certify to any of the statements in this certification, Contractor shall attach an explanation to this Agreement.

B. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned Contractor certifies, to the best of his /her knowledge and belief, that: 12/14/2020 3 No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal

grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Grant was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

C. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.

Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list.

Contractor understands and agrees that it is required to inform the City immediately upon any change of circumstances regarding this status.

D. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

(If Contractor is a Recipient of Sub-recipient of Federal Financial Assistance)

Pursuant to the Drug-Free Workplace Act of 1988, the undersigned attests and certifies that the Grantee (if not an individual) will provide a drug-free workplace by the following actions:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Establishing an ongoing drug-free awareness program to inform employees concerning:

a. The dangers of drug abuse in the workplace.

b. The policy of maintaining a drug-free workplace.

c. Any available drug counseling, rehabilitation and employee assistance programs.

d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace. 12/14/2020 4

3. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of the statement required by paragraph D.1. of this certification.

4. Notifying the employee in the statement required by paragraph D.1. of this certification that, as a condition of employment under the Agreement, the employee will:

a. Abide by the terms of the statement.

b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.

5. Notifying the County in writing ten (10) calendar days after receiving notice under subparagraph 4.b. from an employee or otherwise receiving actual notice of such conviction. Provide such notice of convicted employees, including position title, to every Grant Manager on whose Grant activity the convicted employee was working. The notice shall include the identification number(s) of each affected Contract or Grant.

6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4.b. herein, with respect to any employee who is so convicted:

a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.

b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

If the Contractor is an individual, the Contractor certifies that:

1. As a condition of the grant, Contractor will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and,

2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, Contractor will report the conviction, in writing, within 10 calendar days of the conviction, to the County. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

E. CERTIFICATION REGARDING the SCRUTINIZED COMPANIES LISTS, SECTION 287.135, F.S.

If this Grant is in the amount of $1 million or more, in accordance with the requirements of section 287.135, F.S., Grantee hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, F.S. Grantee/Contractor also hereby certifies that it is not engaged in business operations is Cuba or Syria.

County/Contractor understand that pursuant to section 287.135, F.S., the submission of a false certification may subject Grantee/Contractor to civil penalties, attorney's fees, and/or costs.

If Grantee/Contractor is unable to certify to any of the statements in this certification, Grantee/Contractor shall attach an explanation to this Grant.

By signing below, Grantee/Contractor certifies the representations outlined in parts A through E above are true and correct.

_____ Date: _____

(Signature and titles of authorized representative)

_____

(Street)

_____

(City, State, ZIP Code)

_____

Attachment E

CERTIFICATION REGARDING DEBARMENTS, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER FEDERALLY FUNDED TRANSACTIONS

Required for all contractors and subcontractors on procurement (vendor) contracts of $100,000 or more, and for all contracts and grants with sub-recipients regardless of amount, when funded by a federal grant.

1. The undersigned hereby certifies 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. The undersigned also certifies that it and its principals:

   (a) Have not within a three-year period preceding this response been convicted of or had a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

   (b) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2.(a) of this Certification; and

   (c) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State or local) terminated for cause or default.

3. Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this certification.

Dated this _____ day of _____, 20___.

By: _____
Authorized Signature/Contractor

Typed Name/Title

Grantee Name/Contractor Name

Street Address

Building, Suite Number

City/State/Zip Code

Area Code/Telephone Number

INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER FEDERALLY FUNDED TRANSACTIONS

1. By signing and submitting this form, the certifying party is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the certifying party knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Florida Fish and Wildlife Conservation Commission (FWC) or agencies with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The certifying party shall provide immediate written notice to the person to which this contract is submitted if at any time the certifying party learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this contract is submitted for assistance in obtaining a copy of those regulations.

5. The certifying party agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier contract, or other covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the FWC or agency with which this transaction originated.

6. The certifying party further agrees by executing this contract that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all contracts or lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone No. (202) 501-4740 or (202) 501-4873.)

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the FWC or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

debar.226/rev.12/00

A.

CARES ACT FUNDING

AGREEMENT # Y2314, CFDA# 21.019

PERIOD OF SERVICE: 03/01/20-12/31/20

DIRECT EXPENSES RELATIVE TO CORONAVIRUS RESPONSE

DATE	REC/CK#	VENDOR	DESCRIPTION	PERSONAL SERVICES (DIRECT OVERTIME RELATED EXPS - EOC)	OPERATIONAL EXPENDITURES		CAPITAL OUTLAY EXPENDITURES 001.45.525.6401	AID TO CITIZENS 001.45.525.8201 & AID TO OTHER GOVT UNITS 001.45.525.8101	REIMB FOR LOSS OF REVENUE 140.332.000	REVENUE
				OVERTIME, FICA TAXES, RETIREMENT 001.45.525.1400-001.45.525.2200	OPERATIONAL EXPENDITURES 001.45.525.5201	PROFESSIONAL SERVICES 001.45.525.3101				
04/07/20	73086	CARDMEMBER SERVICE	COVID SAFETY GOGGLES	-	429.13	-	-	-		-
04/07/20	73086	CARDMEMBER SERVICE	COVID 3M FILTER	-	480.00	-	-	-		-
04/07/20	73086	CARDMEMBER SERVICE	COVID GERMICIDAL CLEANER	-	184.95	-	-	-		-
04/07/20	73086	CARDMEMBER SERVICE	P95 FILTERS	-	179.92	-	-	-		-
04/07/20	73086	CARDMEMBER SERVICE	INHALATION GASKET	-	100.00	-	-	-		-
04/07/20	73086	CARDMEMBER SERVICE	3M FILTER	-	251.81	-	-	-		-
04/07/20	73086	CARDMEMBER SERVICE	NITRILE GLOVES	-	400.23	-	-	-		-
04/07/20	73092	QUILL CORPORATION	LYSOL, PINESOL	-	40.43	-	-	-		-
04/07/20	73092	QUILL CORPORATION	PAPER TOWELS	-	144.55	-	-	-		-
04/07/20	73092	QUILL CORPORATION	CLEANING WIPES	-	59.98	-	-	-		-
04/07/20	73092	QUILL CORPORATION	PUMP DISPENSER	-	14.76	-	-	-		-
04/21/20	73112	CARDMEMBER SERVICE	ALCOHOL WIPES	-	180.00	-	-	-		-
04/21/20	73112	CARDMEMBER SERVICE	HAND SANITIZER	-	773.80	-	-	-		-
04/21/20	73112	CARDMEMBER SERVICE	NITRILE GLOVES	-	500.00	-	-	-		-
05/05/20	73243	QUILL CORPORATION	GLOVES	-	212.80	-	-	-		-
05/05/20	73243	QUILL CORPORATION	EXAM GOWNS	-	2,669.70	-	-	-		-
05/05/20	73243	QUILL CORPORATION	EXAM GOWNS	-	1,062.84	-	-	-		-
05/05/20	73243	QUILL CORPORATION	RETURN PAPER TOWELS	-	(33.18)	-	-	-		-
05/19/20	73289	CARDMEMBER SERVICE	ELASTIC BANDS AND FACE MASKS	-	41.52	-	-	-		-
05/19/20	73289	CARDMEMBER SERVICE	LYSOL, FOOD FOR VOLUNTEERS	-	75.85	-	-	-		-
05/19/20	73289	CARDMEMBER SERVICE	PARTICLE FILTERS	-	341.91	-	-	-		-
05/19/20	73289	CARDMEMBER SERVICE	RETURN ARCHEM	-	(134.00)	-	-	-		-
05/19/20	73289	CARDMEMBER SERVICE	RETURN ARCHEM	-	(134.00)	-	-	-		-
05/19/20	73331	SIGN DESIGN	COVID BEACH CLOSURE SIGNS	-	650.00	-	-	-		-
05/19/20	73331	SIGN DESIGN	COVID PARK CLOSURE SIGNS	-	237.00	-	-	-		-
05/31/20	PRSTUB 47189	JENNIFER DANIELS	PAYOUT OF COVID COMP EARNED	1,087.67	-	-	-	-		-
05/31/20	PRSTUB 47187	PAMELA BROWNELL	PAYOUT OF COVID COMP EARNED	2,385.20	-	-	-	-		-
05/31/20	5/31/2020	UNITED STATES TREASURY	FICA TAXES PAYOUT OF COVID COMP EARNINGS	265.68	-	-	-	-		-
05/31/20	5/31/2020	FLORIDA RETIREMENT SYSTEM	RETIREMENT CONTRIBUTION DUE COVID COMP EARNI	698.21	-	-	-	-		-
06/02/20	73406	QUILL CORPORATION	LYSOL DISPENSER	-	32.36	-	-	-		-
06/02/20	73415	SIGN DESIGN	COVID BEACH CLOSURE SIGNS	-	501.00	-	-	-		-
06/02/20	73420	SUBSTANCIAL STRUCTURES INC	COVID WALL PARTITIAN BUILDING DEPARTMENT	-	6,793.00	-	-	-		-
06/16/20	73448	CARDMEMBER SERVICE	THERMOMETERS	-	157.32	-	-	-		-
06/16/20	73448	CARDMEMBER SERVICE	DIGI KEY CORP RETURN	-	(242.82)	-	-	-		-
07/07/20	73566	EXECUTIVE OFFICE SUPPLY	WELLNESS SCREEN - CBELLE	-	358.12	-	-	-		-
07/07/20	73566	EXECUTIVE OFFICE SUPPLY	WELLNESS SCREEN - ANNEX	-	637.78	-	-	-		-
07/07/20	73566	EXECUTIVE OFFICE SUPPLY	WELLNESS GLASS - CLERK	-	956.67	-	-	-		-
07/07/20	73566	EXECUTIVE OFFICE SUPPLY	WELLNESS SCREEN - CLERK	-	514.48	-	-	-		-
07/07/20	73566	EXECUTIVE OFFICE SUPPLY	WELLNESS SCREEN - CLERK	-	637.78	-	-	-		-
07/07/20	73566	EXECUTIVE OFFICE SUPPLY	WELLNESS SCREEN - SOE	-	318.89	-	-	-		-
07/07/20	73566	EXECUTIVE OFFICE SUPPLY	WELLNESS SCREEN - SOE	-	358.12	-	-	-		-
07/07/20	73611	SIGN DESIGN	BALLFIELD COVID SIGNS	-	200.00	-	-	-		-
07/21/20	73717	QUILL CORPORATION	DISINFECTANT SPRAY	-	46.47	-	-	-		-
07/21/20	73717	QUILL CORPORATION	CLOROX DISINFECTANT WIPES	-	34.74	-	-	-		-
07/21/20	73649	ATCO INTERNATIONAL	N95 FACE MASK	-	293.23	-	-	-		-
07/21/20	73640	ACTION RESTORATION	FOG COURTHOUSE & ANNEX DISINFECTANT MIST	-	21,114.00	-	-	-		-
07/27/20	73746 EFT	CENTENNIAL BANK	PROTECTION SHIELDS	-	95.00	-	-	-		-
07/27/20	73746 EFT	CENTENNIAL BANK	CROWD CONTROL BARS	-	188.99	-	-	-		-
08/04/20	73750	APALACHICOLA ACE HARDWARE	ODORBAN, GLOVES, SPRAY	-	72.72	-	-	-		-
08/04/20	73776	DELL MARKETING	SAO LAPTOPS ACCESSORIES	-	1,771.58	-	-	-		-
08/04/20	73776	DELL MARKETING	SAO LAPTOPS	-	-	-	2,666.42	-		-
08/04/20	73796	HILL MANUFACTURING	SANITIZING MIST, WIPES	-	544.33	-	-	-		-

08/04/20	73823	SIGN DESIGN	COVID BEACH WARNING SIGNS	-	2,250.00	-	-	-		-
08/04/20	73780	EXECUTIVE OFFICE SUPPLY	WELLNESS SCREENS CLERK'S OFFICE CIVIL	-	956.67	-	-	-		-
08/04/20	73780	EXECUTIVE OFFICE SUPPLY	WELLNESS SCREEN CLERK'S OFFICE SEC TO THE BOC	-	293.89	-	-	-		-
08/04/20	73967	QUILL CORPORATION	DISINFECTANT SPRAY	-	8.99	-	-	-		-
08/04/20	73967	QUILL CORPORATION	VIREX DISINFECTANT CLEANER	-	25.14	-	-	-		-
08/04/20	73779	ELIZABETH TRAMMELL	REIMB PURCHASE DISINFECTANT SPRAYS	-	20.00	-	-	-		-
08/04/20	73779	ELIZABETH TRAMMELL	REIMB PURCHASE DISINFECTANT SPRAYS	-	35.10	-	-	-		-
08/14/20	R26844	STATE OF FLORIDA	CARES FUNDING #1 001.332.000, 140.332.000	-	-	-	-	-		528,930.00
JE081420	DEF REV	JE DEFERRED REVENUE	JE DEFERRED REVENUE 19/20	-	-	-	-	-	-	(273,687.76)
08/18/20	74007	CARDMEMBER SERVICE	LYSOL WIPES	-	67.91	-	-	-		-
08/18/20	74007	CARDMEMBER SERVICE	MIST FOGGERS	-	791.98	-	-	-		-
08/18/20	74007	CARDMEMBER SERVICE	MIST FOGGERS	-	558.00	-	-	-		-
08/18/20	74007	CARDMEMBER SERVICE	MICROBAN , LYSOL WIPES	-	78.22	-	-	-		-
08/18/20	74007	CARDMEMBER SERVICE	QUATRICIDE SPRAY	-	107.78	-	-	-		-
08/18/20	74007	CARDMEMBER SERVICE	GLISSEN CHEMICAL DISINFECTANT	-	295.92	-	-	-		-
08/18/20	74033	HILL MANUFACTURING	DISINFECTANT WIPES	-	447.00	-	-	-		-
08/18/20	74033	HILL MANUFACTURING	AERO DISINFECTANT	-	178.50	-	-	-		-
08/18/20	74042	KELLEY FUNERAL HOME	FREEZER STORAGE TIME DUE TO COVID BERKOWITZ	-	350.00	-	-	-		-
08/18/20	74058	QUILL CORPORATION	HAND SANITIZER	-	71.76	-	-	-		-
08/18/20	74058	QUILL CORPORATION	HAND SANITIZER, DAWN	-	164.95	-	-	-		-
08/18/20	74058	QUILL CORPORATION	HAND SANITIZER, WIPES	-	640.68	-	-	-		-
08/18/20	74058	QUILL CORPORATION	HAND SANITIZER	-	104.75	-	-	-		-
08/18/20	74058	QUILL CORPORATION	NITRILE GLOVES	-	21.58	-	-	-		-
08/18/20	74058	QUILL CORPORATION	CLOROX DISINFECTANT WIPES	-	34.74	-	-	-		-
08/18/20	74058	QUILL CORPORATION	HAND SANITIZER	-	71.76	-	-	-		-
08/18/20	74009	CENTENNIAL BANK	DESK SCREEN CLERK'S MAIN OFFICE	-	499.99	-	-	-		-
08/18/20	74017	EXECUTIVE OFFICE SUPPLY	WELLNESS SCREEN TAX COLLECTOR MAIN OFFICE	-	1,532.80	-	-	-		-
08/18/20	74017	EXECUTIVE OFFICE SUPPLY	WELLNESS SCREEN TAX COLLECTOR CARRABELLE	-	514.48	-	-	-		-
08/18/20	74017	EXECUTIVE OFFICE SUPPLY	WELLNESS SCREEN TAX COLLECTOR	-	771.72	-	-	-		-
08/18/20	74046	MANAGEMENT EXPERTS	CARES PROGRAM MGMT 07/07/20-08/06/20	-	-	6,480.00	-	-		-
09/01/20	74147	ELIZABETH TRAMMELL	DISINFECTANT SPRAY	-	15.60	-	-	-		-
09/01/20	74136	SIGN DESIGN	HEALTH DEPT COVID PARKING SIGNS	-	290.00	-	-	-		-
09/01/20	74121	QUILL CORPORATION	EXAM GLOVES	-	19.18	-	-	-		-
09/01/20	74121	QUILL CORPORATION	NITRILE GLOVES	-	52.95	-	-	-		-
09/15/20	74235	QUILL CORPORATION	LYSOL	-	6.79	-	-	-		-
09/15/20	74235	QUILL CORPORATION	PURELL HAND SANITIZER	-	53.88	-	-	-		-
09/15/20	74244	TAYLOR'S BUILDING SUPPLY	WOOD FOR COVID SIGNS	-	206.97	-	-	-		-
09/15/20	74244	TAYLOR'S BUILDING SUPPLY	WOOD FOR COVID SIGNS	-	43.77	-	-	-		-
09/15/20	74221	MANAGEMENT EXPERTS	CARES PROGRAM MGMT 08/07/20-09/06/20	-	-	3,015.00	-	-		-
09/30/20	PRSTUB 47808	PAMELA BROWNELL	PAYOUT OF COVID COMP EARNED 05/24/20-09/05/20	2,903.90	-	-	-	-		-
09/30/20	PRSTUB 47811	JENNIFER DANIELS	PAYOUT OF COVID COMP EARNED 05/24/20-09/05/20	1,556.36	-	-	-	-		-
09/30/20	PRSTUB 47805	AMANDA ANTHONY	PAYOUT OF COVID COMP EARNED 07/12/20-09/05/20	603.71	-	-	-	-		-
09/30/20	9/30/2020	UNITED STATES TREASURY	FICA TAXES PAYOUT OF COVID COMP EARNINGS	387.39	-	-	-	-		-
09/30/20	9/30/2020	FLORIDA RETIREMENT SYSTEM	RETIREMENT CONTRIBUTION DUE COVID COMP EARNI	1,008.48	-	-	-	-		-
09/30/20	74328	HILL MANUFACTURING	DISPENSERS, WIPES	-	478.00	-	-	-		-
09/30/20	74328	HILL MANUFACTURING	DISPENSERS, MIST	-	883.50	-	-	-		-
09/30/20	74328	HILL MANUFACTURING	WIPES, DISPENSERS	-	640.75	-	-	-		-
09/30/20	74336	KRISTEN KENT	CLOROX DISINFECTANT WIPES	-	11.94	-	-	-		-
09/30/20	74357	QUILL CORPORATION	EOC ALCOHOL WIPES	-	7.38	-	-	-		-
09/30/20	74358	QUILL CORPORATION	CLOROX DISINFECTANT WIPES	-	15.60	-	-	-		-
09/30/20	74324	GOVCONNECTION, INC	CARES LAPTOPS FOR CLERK'S OFFICE	-	6,037.02	-	-	-		-
09/30/20	74297	CENTENNIAL BANK	SNEEZE GUARD ANNEX COURTROOM	-	275.00	-	-	-		-
10/20/20	74490	CARDMEMBER SERVICE	*FY* 3 CARES LAPTOPS FOR EOC	-	-	-	4,011.00	-		-
10/20/20	74572	MANAGEMENT EXPERTS	*FY* CARES PROGRAM MGMT 09/07/20-09/30/20	-	-	2,047.50	-	-		-
11/03/20	74684	OFFICE OF THE STATE ATTORNEY	*FY* SAO CARES EARPHONES	-	49.99	-	-	-		-
JE093020	JE09/30/20	REVENUE LOSS IN EXCESS OF 5%	ROAD AND BRIDGE FUND - STATE SHARED REVENUE PROCEEDS						162,029.33	
FISCAL YEAR 2019/2020 TOTAL				**10,896.60**	**64,096.39**	**11,542.50**	**6,677.42**	**-**	**162,029.33**	**255,242.24**
10/20/20	74572	MANAGEMENT EXPERTS	CARES PROGRAM MGMT 10/01/20-10/06/20	-	-	585.00	-	-		-
11/03/20	74679	MANAGEMENT EXPERTS	CARES PROGRAM MGMT 10/07/20-10/31/20	-	-	6,682.50	-	-		-
11/17/20	74744	ATCO INTERNATIONAL	HAND SANITIZER	-	261.66	-	-	-		-
11/17/20	74736	ACCESS WIRELESS DATA SOLUTIONS	CARES CRADELPOINT NET CLOUS EMERGENCY MGMT	-	2,287.25	-	-	-		-
11/17/20	74751	WALLACE BRASWELL	TRIAGE STATION GROUND PREP	-	500.00	-	-	-		-
11/17/20	74841	CENTENNIAL BANK	8 CARES LAPTOPS FOR PROPERTY APPRAISER	-	6,319.92	-	-	-		-
11/17/20	74860	UNITED RENTALS INC	6 MESSAGE BOARDS	-	-	-	100,058.82	-		-
11/17/20	74860	UNITED RENTALS INC	2020 DOOSAN FORKLIFT	-	-	-	29,386.81	-		-

11/17/20	74849	NET SOUTH	10 CARES COMPUTERS FOR TAX COLLECTOR	-	-	-	13,850.00	-		-
11/17/20	74844	FASTSIGNS	7 COVID KIOSKS	-	-	-	25,651.55	-		-
12/01/20	74920	GATEHOUSE MEDIA	CARES SMALL BUSINESS ASSIST AD	-	202.50	-	-	-		-
12/09/20	R27390	STATE OF FLORIDA	CARES ACT FUNDS 001.332.000	-	-	-	-	-		423,144.00
12/15/20	74994	OPPORTUNITY FLORIDA	CARES ACT SVCS	-	-	2,000.00	-	-		-
12/15/20	74994	OPPORTUNITY FLORIDA	CARES ACT SVCS	-	-	1,500.00	-	-		-
12/15/20	75066	EPROMOS PROMOTIONAL PRODUCT	CARES BAGS, SANITIZERS, WIPES, ETC	-	54,278.78	-	-	-		-
12/15/20	75074	GATEHOUSE MEDIA	CARES SMALL BUSINESS ASSIST AD	-	281.50	-	-	-		-
12/15/20	75056	CENTENNIAL BANK	COURT TECH MICROPHONES	-	294.00	-	-	-		-
12/15/20	75056	CENTENNIAL BANK	MICROPHONE SYSTEM FOR COURT, MONITOR	-	640.42	-	-	-		-
12/15/20	75056	CENTENNIAL BANK	APPLE KEYBOARD FOR MEETING ROOM	-	119.00	-	-	-		-
12/15/20	75056	CENTENNIAL BANK	APPLE MAC MINI BCC	-	928.36	-	-	-		-
12/15/20	75056	CENTENNIAL BANK	CARES MICROPHONE, TV STANDS FOR COURTROOM	-	376.72	-	-	-		-
12/15/20	75056	CENTENNIAL BANK	CARES CABLE FOR COURTROOM	-	5.66	-	-	-		-
12/15/20	75056	CENTENNIAL BANK	CARES 2 MONITORS COURTROOMS	-	339.98	-	-	-		-
12/15/20	75056	CENTENNIAL BANK	WIDESCREEN MONITOR FOR BOARD ROOM	-	199.99	-	-	-		-
12/15/20	74980	BTK INNOVATIONS	14 BODY TEMPERATURE KIOSKS	-	-	-	38,858.00	-		-
12/21/20	75141	MANAGEMENT EXPERTS	CARES PROGRAM MGMT 11/01/20-11/30/20	-	-	7,110.00	-	-		-
12/21/20	75136	GOVERNMENT SOFTWARE ASSURAN	CLOUD BASED SOFTWARE AND DATA CONVERSION TA	-	216,481.00	-	-	-		-
12/21/20	75136	GOVERNMENT SOFTWARE ASSURAN	CLOUD BASED SOFTWARE AND DATA CONVERSION PR	-	216,481.00	-	-	-		-
12/21/20	75143	PREMISE NETWORK SOLUTIONS	4 BOARD MEETING MONITORS	-	-	-	7,250.00	-		-
12/21/20	75140	LYNN'S QUALITY OYSTERS	CARES BUSINESS GRANT	-	-	-	-	1,519.48		-
12/21/20	75142	MSH HIGH FIVE ADVENTURES	CARES BUSINESS GRANT	-	-	-	-	7,155.17		-
12/21/20	75139	ISLAND DOG TOO, LLC	CARES BUSINESS GRANT	-	-	-	-	10,000.00		-
12/21/20	75138	HOLE IN THE WALL SEAFOOD	CARES BUSINESS GRANT	-	-	-	-	10,000.00		-
12/21/20	75137	HIGH FIVE DIVE BAR, LLC	CARES BUSINESS GRANT	-	-	-	-	10,000.00		-
12/21/20	75135	EDGE SALON, INC	CARES BUSINESS GRANT	-	-	-	-	10,000.00		-
12/21/20	75129	CROOMS MINI-MALL, INC	CARES BUSINESS GRANT	-	-	-	-	10,000.00		-
12/21/20	75125	CARRABELLE LIGHTHOUSE ASSOCIA	CARES BUSINESS GRANT	-	-	-	-	10,000.00		-
12/21/20	75124	CARRABELLE CARES CORP	CARES BUSINESS GRANT	-	-	-	-	10,000.00		-
12/21/20	75145	THE BEACH PIT RESTAURANT	CARES BUSINESS GRANT	-	-	-	-	10,000.00		-
12/21/20	75123	APALACHICOLA MAIN STREET	CARES BUSINESS GRANT	-	-	-	-	10,000.00		-
12/31/20	75148	CARRABELLE UNITED METHODIST CH	CARES FOOD PANTRY ASSISTANCE	-	-	-	-	10,000.00		-
12/31/20	75150	FIRST BAPTIST CHURCH OF EASTPOI	CARES FOOD PANTRY ASSISTANCE	-	-	-	-	10,000.00		-
12/31/20	75149	ELDER CARE COMMUNITY COALITION	CARES FOOD PANTRY ASSISTANCE	-	-	-	-	10,000.00		-
12/31/20	75151	FRANKLIN'S PROMISE COALITION	CARES FOOD PANTRY ASSISTANCE	-	-	-	-	10,000.00		-
12/31/20	75332	THE GRAND ORDER OF ARCHANGEL	CARES FOOD PANTRY ASSISTANCE	-	-	-	-	10,000.00		-
12/31/20	JE12/31/20	JE MOVE DEF REV 19/20 TO REV 20/2	JE MOVE DEF REV 19/20 TO REV 20/21 001.332.000							273,687.76
01/05/21	75227	SIGN DESIGN	REFLECTIVE DECALS FOR FLASHING SIGNS	-	450.00	-	-	-		-
01/19/21	75282	MANAGEMENT EXPERTS	CARES PROGRAM MGMT 12/01/20-12/31/20	-	-	4,612.50	-	-		-
01/19/20	75278	INTELLICHOICE INC DBA E-FORCE	E-FORCE COMPUTER ANIMATED DISPATCH PROGRAM	-	-	-	192,855.54	-		
02/16/21	75541	MANAGEMENT EXPERTS	CARES PROGRAM MGMT 01/01/20-01/31/20	-	-	7,875.00	-	-		-
02/19/21	R27693	STATE OF FLORIDA	CARES ACT FUNDS 001.332.000	-	-	-	-	-		1,163,645.00
03/16/21	75691	CITY OF CARRABELLE	REIMB PUBLIC HEALTH AND SAFETY EMPLOYEES EXP	-	-	-	-	250,663.02		-
03/16/21	75693	CITY OF APALACHICOLA	REIMB PUBLIC HEALTH AND SAFETY EMPLOYEES EXP	-	-	-	-	393,093.85		-
TBD	**PENDING**	PENNTEK EVOLUTION CHIP SYSTEM	JAIL ANTIBACTERIAL & ANTIMICROBIAL SURFACE COAT	-	62,558.00	-	-	-	-	-
				-	-	-	-	-		-
FISCAL YEAR 2020/2021 TOTAL				**-**	**563,005.74**	**30,365.00**	**407,910.72**	**792,431.52**	**-**	**1,860,476.76**
			TOTALS	**10,896.60**	**627,102.13**	**41,907.50**	**414,588.14**	**792,431.52**	**162,029.33**	**2,115,719.00**

2,048,955.22

66,763.78

Application Instructions For The E911 STATE GRANT PROGRAM

W Form 3A, incorporated by reference in Florida Administrative Code Rule 60FF1-5.003 E911 State Grant Programs Revised June June, 2019

A.

County Franklin- Region 1, 12 Counties

STATE OF FLORIDA E911 BOARD
E911 STATE GRANT PROGRAM APPLICATION FORM

Total Amount Requested: $422,816

Year	Total Amount
1	230,530
2	44,634
3	46,860
4	49,177
5	51,615

Project Title: Franklin-Region 1 GIS Regional Data Project

1. Board of County Commissioners Chair: Ricky Jones

Mailing Address: 33 market St
Suite 203
City: Apalachicola
State: FL 32320
Phone: 850 653-8861
Email Address:

2. County 911 Coordinator: Renee Brannan

Mailing Address: 270 Hwy 65
City: Eastpoint
State: FL 32425 -
Phone: (850) 670-8500 Fax:
Email Address: r.brannan@franklinsheriff.com

3. Federal Tax ID Number: **59-60000612**

A.

County Franklin

COUNTY INFORMATION
USE 12 POINT FONT OR LEGIBLE HAND PRINTING

4. County Fact Information

County Franklin
Population 11,704
Total Number of Incoming Nonwireless Trunks VOIP
Total Number of Incoming Wireless Trunks Voip
Number of PSAP's 1
Number of Call- taking Positions per PSAP 3
Total Volume of 911 Calls 8532
What equipment is needed to provision the Enhanced 911 system?
None this is a GIS request
What equipment is requested in this grant application?
None this is a GIS request
Financial Information:

1.) What are the current annual costs for your E911 system (circuits, customer records hardware and software, etc.) not including maintenance?
23,329.20

2.) What are the current annual costs for maintenance of items included in 1?
34,366.21

3.) Total amount of E911 fee revenue received in the preceding year.
49,607.09

4.) Total amount of county carry forward funding retained in the preceding year.
6016.56

5.) Current total amount of county carry forward funding?
421,447.58

6.) Two year maximum calculated amount for applied carry forward funding Calculation (current year carry forward funding amount based on General Condition 5.12 multiplied by 2)
29,909.98

7.) Minimum calculated amount for Applied Carry Forward Funding Calculation (amount in J.5. subtracted by amount in J.6.) Insert in Item 12. Budget/Quarterly Expenditure Report
391,537.90

5. Describe your county's existing E911 system. Include specific information on existing system equipment upgrades and when the installation of this equipment was completed.

The is the first regional GIS system. Each county's E911 System is described below:

FRANKLIN:

Franklin County enabled a E911 System is known as the Tri-County Regional E911 System. The E911 System consists of a Solacom IP enabled router, Guardian 911 answering positions, standalone redundant ALI database, and DBMS application. The IP enabled E911 System was put in service July 21, 2011.

6. **Describe the scope of work for the proposed project including any goal(s) and objectives. Include the tasks to be performed as part of the project. Provide scope of work in quantifiable units of deliverables that shall be received and accepted. For each deliverable specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable**.

Work as a region to aggregate and validate GIS data in preparation for the regional ESInet and for Next Generation Core Services (NG-911). This project includes the following counties:

Bay	Calhoun	Escambia	Franklin
Gulf	Holmes	Jackson	Liberty
Okaloosa	Santa Rosa	Walton	Washington

The GIS Project will be broken down into 3 separate phases.

Phase	Explanation Overview	Deliverables
Phase 1: Data Readiness Assessment	Comprehensive Assessment of how each of the 12 individual county's GIS data meets NENA standards for NG-911. *For Counties that have had an assessment done in the last 2 years. An assessment of data compared to surrounding the counties will be executed.	Assessment
Phase 2: Data Creation and Remediation	Creation and remediation od GIS data (RCL, AP and Boundaries) to meet and exceed NENA standards to support geospatial routing.	NENA compliant RCL, AP and Boundaries

Phase 3: Validation and Aggregation	Proprietary & Confidential Information- Please see proposal for additional information.	GIS Data & Validation Training Support
Phase 4: Boundary Facilitation	Ensure that all boundaries have no gaps or overlaps.	Boundary Facilitation Workshops
Phase 5: Ongoing GIS maintenance	Ensure GIS data meets NENA standards	GIS data maintenance and support

7. Justification of the need for the proposed project. Provide detailed information on the existing system's condition including a detailed justification for any system with an expected remaining life of less than 1 year on system, standalone equipment or Software(SW) replacement, addition or upgrade requests.

Region 1 was chosen for the Pilot Region for NG-911 Grant. In preparation for implementing a regional ESInet and Next Generation Core Services (NGCS), there is a need to ensure GIS data meets NENA standards to be ready when the regional ESInet and NGCS are procured.

8. Describe why your county will not be able to complete this project without this grant funding.

Due to limited funding in the counties, not all have the ability to have GIS support for 911. As a region, the counties have been working as silos and do not share data at this time. Additional funds are needed to ensure that boundaries are established, counties work together, and the region works as a whole.

9. Briefly describe how this grant project would conform with the State E911 Plan.

Preparing GIS, MSAG and ALI data will align with the State E911 Plan and NG-911 practicies in accordance with the State E911 Plan. Ensuring that all 12 counties data meets the minimum 98% match rate for MSAG and ALI. This project will help to leverage technology to enhance response time, provide additional mapping data and services to process incoming 911 calls.

10. Describe the required steps with an anticipated time schedule with procurement and payment milestones and a total project completion date.

This contract will be executed through a GSA contract with Michael Baker International. Upon contract execution the following steps will be accomplished:

Phase	Explanation Overview	Deliverables
Phase 1: Data Readiness Assessment	Comprehensive Assessment of how each of the 12 individual county's GIS data meets NENA standards for NG-911. *For Counties that have had an assessment done in the last 2 years. An assessment of data compared to surrounding the counties will be executed.	Assessment
Phase 2: Data Creation and Remediation	Creation and remediation od GIS data (RCL, AP and Boundaries) to meet and exceed NENA standards to support geospatial routing.	NENA compliant RCL, AP and Boundaries
Phase 3: Validation and Aggregation	Proprietary & Confidential Information- Please see proposal for additional information.	GIS Data & Validation Training Support
Phase 4: Boundary Facilitation	Ensure that all boundaries have no gaps or overlaps.	Boundary Facilitation Workshops
Phase 5: Ongoing GIS maintenance	Ensure GIS data meets NENA standards	GIS data maintenance and support

11. If applicable, sole source justification must include sole source letter from county's purchasing department; see instruction 5.5.

The counties will be using a GSA Contract, please see attachment below. By using a GSA contract the counties will be receiving pre-approved pricing. This means that the federal government has already determined the pricing as fair and reasonable by government standards, the pricing also has a ceiling rate for all products and services. This ensures value for the dollar spent.

The vendor's technical capabilities are also pre-vetted prior to a GSA contract being awarded.

Each county will be following their local process for GSA approval.

12. Budget/Quarterly Expenditure Report

Prepare an itemized Grant Budget ("Line Item" breakdown should include separated systems, i.e.; 911 system, logging recorder, centerline mapping, etc. and services items). The completed form shall be used to complete quarterly report requirements, listing expenditures and revisions {if any} in appropriate columns. If there is insufficient space, please include details in an attachment. **Budget costs should match requested vendor quote.**

County: Franklin	**Regional**	**Grant Number:**		**Report Date:**	

For Grant Period Ending:	☐ **March 31**	☐ **June 20**	☐ **September 30**	☐ **December 31**	**Year:**

Is This a Final Report? Yes ☐ No☐ **(To request reimbursement please submit appendix IV)**

Proposed Budget					USE FOR QUARTERLY REPORTS	
Line Item –Provide detail itemized information	Unit Price ($)	Quantity	Total Cost ($)		Revised Budget	Total Cumulative Expenditures ($)
A. Systems (Hardware, Software, Equipment & Labor) Datamark VEP-Annual Cost			35904			
	Total System Items					
B. Services (Training, Maintenance and Warranty Items) Data Support Services Boundary Facilitation Data Assessment Managed Services Strategic Planning ACE AP Placement Field Collection Data Creation Data Remediation			 146,544 22500 38,182 32,500 15270 18,000 22,500 46000 45416			
	Total Service Items					

A.

Less any Applied County Carry Forward or other Funding (if applicable)				
Grant Request Total	422,816			

USE FOR ALL REPORTS	
Total Amount of Grant Awarded	
Final Completion Date	

Signature, County 911 Coordinator

Task	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Annual VEP Service Fees	$ 6,250	$ 6,550	$ 6,865	$ 7,196	$ 7,453	$ 34,404
Database Setup Fees	$ 1,500	$ 0	$ 0	$ 0	$ 0	$ 1,500
Data Support Services	$ 0	$ 34,000	$ 35,700	$ 37,485	$ 39,359	$ 146,544
Boundary Facilitation	$ 22,500	$ 0	$ 0	$ 0	$ 0	$ 22,500
Managed Services	$ 20,594	$ 4,084	$ 4,295	$ 4,496	$ 4,713	$ 38,182
Strategic Planning	$ 32,500	$ 0	$ 0	$ 0	$ 0	$ 32,500
ACE	$ 15,270	$ 0	$ 0	$ 0	$ 0	$ 15,270
AP Placement	$ 18,000	$ 0	$ 0	$ 0	$ 0	$ 18,000
Field Collection	$ 22,500	$ 0	$ 0	$ 0	$ 0	$ 22,500
Data Creation	$ 46,000	$ 0	$ 0	$ 0	$ 0	$ 46,000
Data Remediation	$ 45,416	$ 0	$ 0	$ 0	$ 0	$ 45,416
Total	$ 230,530	$ 44,634	$ 46,860	$ 49,177	$ 51,615	$ 422,816

Annual VEP Service Fees*	Annual VEP Service Fees include GIS data validation, editing and provisioning of data to support NG9-1-1 geospatial call routing within the next generation core services.
Database Setup Fees	Time and material costs to setup and onboard the VEP database service.
Data Support Services	Ongoing GIS data maintenance services to support individual counties. Services to include but not limited to maintenance, creation or remediation of GIS data.
Additional User Licensing*	Additional user access to the VEP validation, editing and provisioning service.
Boundary Facilitation	Facilitation and best-practice consulting services with adjacent and bordering counties to ensure there are agreed upon boundaries to resolve and gaps, overlaps and topology deficiencies.
Data Assessment	Assess data for adherence to VEP onboarding requirements.
Managed Services	Project management and integration fees associated with managing the aggregated dataset.
Strategic Planning	Strategic planning includes current state assessment, future state recommendation and an implementation/sustainability plan of the clients GIS and public safety workflows, technology, addressing and policies to support NG9-1-1 GIS.
ACE	Address Comparison and Evaluation is a process which compares the clients address point data with additional address lists to ensure the AP layer includes all addresses within the client, to include sub-addressing.
AP Placement	Placing or moving points of the site/structure in accordance with NENA standards.
Field Collection	Conducting in-person verification of locations that cannot be verified using supplemental and/or alternative technologies.
Data Creation	Creation of GIS data (AP, RCL, Boundaries) that the client does not currently have to support NG9-1-1.
Data Remediation	Data cleanup of GIS data (AP, RCL, Boundaries) to meet/exceed NENA standards.

13. Assurances

ACCEPTANCE OF TERMS AND CONDITIONS: The grantee accepts all grant terms and conditions. Grantee understands that grants are contingent upon the availability of funds.

DISCLAIMER: The grantee certifies that the facts and information contained in this application and any attached documents are true and correct. A violation of this requirement may result in revocation of the grant and return of all grant funds and interest accrued (if any), pursuant to the E911 Board authority and any other remedy provided by law.

NOTIFICATION OF AWARDS: The grantee understands and accepts that the notice of award will be advertised on the Florida E911 website.

MAINTENANCE OF IMPROVEMENT AND EXPANSION: The grantee agrees that any improvement, expansion or other effect brought about in whole or part by grant funds will be maintained. No substantial changes or departures from the original proposal shall be permitted unless the E911 Board gives prior written authorization. Any unauthorized change will necessitate the return of grant funds, and accrued interest (if any) to the E911 Board.

Failure to utilize grant funds as represented may jeopardize eligibility to be considered for future funding.

14. Authority

I hereby affirm my authority and responsibility for the use of funds requested.

_____ _____
SIGNATURE – CHAIR, BOARD OF COUNTY COMMISSIONERS or COUNTY MANAGER DATE

_____
Printed Name

_____
Position

Appendix I

NO requests for funding will be acknowledged for any items not specified in Section 365.172, Florida Statutes, Emergency communication number "E911"; paragraph (10) (shown below).

Section 365.172 (10), Florida Statutes

AUTHORIZED EXPENDITURES OF E911 FEE.—

(a) For purposes of this section, E911 service includes the functions of database management, call taking, location verification, and call transfer. Department of Health certification, recertification, and training costs for 911 public safety telecommunications, including dispatching, are functions of 911 services.

(b) All costs directly attributable to the establishment or provision of E911 service and contracting for E911 services are eligible for expenditure of moneys derived from imposition of the fee authorized by subsections (8) and (9). These costs include the acquisition, implementation, and maintenance of Public Safety Answering Point (PSAP) equipment and E911 service features, as defined in the providers' published schedules or the acquisition, installation, and maintenance of other E911 equipment, including circuits; call answering equipment; call transfer equipment; ANI or ALI controllers; ANI or ALI displays; station instruments; E911 telecommunications systems; visual call information and storage devices; recording equipment; telephone devices and other equipment for the hearing impaired used in the E911 system; PSAP backup power systems; consoles; automatic call distributors, and interfaces, including hardware and software, for computer-aided dispatch (CAD) systems; integrated CAD systems for that portion of the systems used for E911 call taking; GIS system and software equipment and information displays; network clocks; salary and associated expenses for E911 call takers for that portion of their time spent taking and transferring E911 calls, salary, and associated expenses for a county to employ a full-time equivalent E911 coordinator position and a full-time equivalent mapping or geographical data position, and technical system maintenance, database, and administration personnel for the portion of their time spent administrating the E911 system; emergency medical, fire, and law enforcement prearrival instruction software; charts and training costs; training costs for PSAP call takers, supervisors, and managers in the proper methods and techniques used in taking and transferring E911 calls, costs to train and educate PSAP employees regarding E911 service or E911 equipment, including fees collected by the Department of Health for the certification and recertification of 911 public safety Telecommunicator's as required under s. 401.465; and expenses required to develop and maintain all information, including ALI and ANI databases and other information source repositories, necessary to properly inform call takers as to location address, type of emergency, and other information directly relevant to the E911 call-taking and transferring function. Moneys derived from the fee may also be used for next-generation E911 network services, next-generation E911 database services, next-generation E911 equipment, and wireless E911 routing systems.

(c) The moneys should not be used to pay for any item not listed in this subsection, including, but not limited to, any or operational costs for emergency responses. Even any which occur after the call transfer to the responding public safety entity and the costs for constructing, leasing, maintaining, or renovating buildings, except for those building modifications necessary to maintain the security and environmental integrity of the PSAP and E911 equipment rooms.

Attachment 1: County Fiscal Form 6A

County E911 Fiscal Information				
Item No.	E911 Fee Revenue			
1	County	Franklin	Fiscal Year	2019-2020
2	Wireless Fee Revenue	$22,135.81		
3	Non-Wireless Fee Revenue	$18,089.92	(LEC, Wireline,& VoIP)	
4	Pre-Paid Fee Revenue	$9,381.36		
5	Total Fee Revenue	$49,607.09	Carry Forward Fee Revenue Calculation (Item #2 + Item #3 + Item #4)	
Item No.	E911 Allowable Expenditures			
6	Fee Revenue Expenditures	111,236.14		
Item No.	E911 Carry Forward & Excess Carry Forward			
9	Allowable Carry Forward	$14,882.13	Maximum Allowable (30% of Item #5)	
10	Actual Carry Forward	$0.00	Limited by Para 365.173(2)(d) Florida Statutes. Assure amount is equal (=) to or less than (<) Item #9	
11	Excess Carry Forward Recovery	$0.00		
Item No.	Contact Information			
12	Preparer's Name	Linda C. Phillips		
13	Preparer's Title / Position	Finance Officer		
14	Telephone Number	850-653-2275 Ext. 111		
15	Preparer's Email	lphillips@franklinclerk.com		
16	Date	11/24/20		
In accordance with Paragraph 365.173(2)(d) and 365.172(6)(a)3., Florida Statutes				
County E911 Fiscal Information	Incorporated by reference in Fla Admin. Code Rule 60FF1-5.006 Requirements for County Carry Forward Funds & Excess Funding 04/2020			

Attachment 2: County Carry Forward Form

County Carry Forward Workshoot		
Revenue Source	Funds	Total
Wireless	$22,135.81	
Non Wireless	$18,089.92	
Prepaid	$18,089.92	
Total Fee Revenue		$58,315.65
Carry Forward Funds		$0.00
Allowable Carry Forward		$34,989.39
Total Excess 911 Carry Forward		-$34,989.39
Total Fiscal Year 911 Expenditures		$111,236.14

Green are amounts the County fills in.
Yellow are amounts which auto calculate.

MEMORANDUM OF UNDERSTANDING (MOU) REGARDING A JOINT REGIONAL NEXT GENERATION 911 GIS PROJECT BETWEEN BAY COUNTY BOARD OF COUNTY COMMISSIONERS, CALHOUN COUNTY BOARD OF COUNTY COMMISSIONERS, ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS, GULF COUNTY BOARD OF COUNTY COMMISSIONERS, HOLMES COUNTY BOARD OF COUNTY COMMISSIONERS, JACKSON COUNTY BOARD OF COUNTY COMMISSIONERS, LIBERTY COUNTY BOARD OF COUNTY COMMISSIONERS, OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS, SANTA ROSA COUNTY BOARD OF COUNTY COMMISSIONERS WALTON COUNTY BOARD OF COUNTY COMMISSIONERS, AND WASHINGTON COUNTY BOARD OF COUNTY COMMISSIONERS

WHEREAS, this memorandum of understanding ("MOU") is made and entered into by and between the parties Bay County Board Of County Commissioners (hereinafter, Bay BOCC), Calhoun County Board Of County Commissioners (hereinafter, Calhoun BOCC), Escambia County Board Of County Commissioners (hereinafter, Escambia BOCC), Franklin County Board Of County Commissioners (hereinafter, Franklin Calhoun BOCC), Gulf County Board Of County Commissioners (hereinafter, Gulf BOCC), Holmes County Board Of County Commissioners (hereinafter, Holmes BOCC), Jackson County Board Of County Commissioners(hereinafter, Jackson BOCC), Liberty County Board Of County Commissioners (hereinafter, Liberty BOCC), Okaloosa County Board Of County Commissioners (hereinafter, Okaloosa BOCC), Santa Rosa County Board Of County Commissioners (hereinafter, Santa Rosa BOCC), Walton County Board Of County Commissioners (hereinafter, Walton BOCC), and Washington County Board Of County Commissioners (hereinafter, Washington BOCC) who desire to enter a Memorandum of Understanding regarding the parties Joint Regional Next Generation 911 GIS Project.

I. Purpose

The Bay BOCC, Calhoun BOCC, Escambia BOCC, Franklin BOCC, Gulf BOCC, Holmes BOCC, Jackson BOCC, Liberty BOCC, Okaloosa BOCC, Santa Rosa BOCC, Walton BOCC and Washington BOCC encompass Emergency Management Region 1. Each BOCC recognizes the need to move toward Next Generation 911 capabilities throughout the region. Each BOCC agrees to participate in the Regional GIS Next Generation 911 Project ("Project"). This MOU will establish the framework through which each individual county will collaborate to implement the Project. Specifically, the counties desire to plan, operate and maintain shared Geographic Information System (GIS) 911 data critical to public safety answering points through Datamark and Rapid Deploy.

II. Grant Award

The federal government has awarded the State of Florida a Federal NG-911 to help 911 call centers upgrade to Next Generation 911 capabilities. The Florida E911 Board, as grantee, will be distributing federal grant funds to qualifying local governments as subgrantees. The Florida E911 Board has selected Region 1 to be the pilot project. However, each BOCC understands that it will be a sub-grantee. All of the counties agree to accept all the legal responsibilities of a sub-grantee.

III. Region 1 NG911 GIS Aggregator

Santa Rosa BOCC will serve as the Region 1 NG911 GIS Aggregator. The Aggregator will provide multi-jurisdictional validations for each county's uploaded data and consolidate the data into the system.

IV. Responsibilities of the Parties

Each county agrees to:

- Develop and enforce procedures to maintain, operate, and enhance the Joint Regional Next Generation 911 GIS Project.
- Ensure confidential data from the shared 911 system is protected.
- Maintain and enforce security requirements for the system.
- Pay for its portion of repair, maintenance, upgrade or other expense related to the Regional Next Generation 911 GIS Project.
- Appoint a Project lead and back-up to work cooperatively with all counties to develop Project timelines and goals.
- Use the grant funds it will receive from the E911 Board and/or Department of Management Services (DMS) in accordance with all State and Federal requirements including any restrictions on the use of funds set forth by the E911 Board and/or DMS.

V. Information and Ownership

Each county shall retain ownership, control of, and remain the public record custodian of all information it contributes into the shared NG-911 GIS system. Counties may access shared data in the secure network as necessary for the effective operation of the system. Each county shall, at a minimum, provide the NENA required data layers (road centerlines, site/structure address points, emergency services boundaries, PSAP boundary, and provisioning boundaries) in the prescribed NENA data model. Optionally, each county can submit NENAs strongly recommended data layers for aggregation into the system. Each county shall strive to identify and achieve common interests to enhance public safety while maintaining compliance with privacy and public records laws.

VI. Termination

A. Each county's obligation to perform in accordance this MOU is contingent upon the availability and appropriation of grant funds that are appropriated or allocated for the purpose of carrying out this MOU. Any county may terminate this MOU if it does not receive funds in order to allow it to participate the Region 1 Next Generation 911 Project. Any party wishing to terminate its participation pursuant to this provision shall notify the other parties in writing at least thirty (30) days before withdrawing from the project.

B. All parties agree they will not terminate this MOU prior to the end of the grant project period without the E911 Board and DMS approval. After the grant project period has ended, any party may terminate this agreement upon thirty (30) days notice to all other parties.

C. Any party who terminates its participation in the Project shall bear the cost of any modifications necessary to the shared 911 system necessitated by the termination. No terminating party shall be entitled to a refund of any payments made to improve the shared system.

VII. Liability

No participating county shall be liable to any other county for any third party claim, which may arise out of the shared 911 system itself, its operation or use, or its failure to operate as anticipated, upon whatever cause of action any claim is based. The shared 911 system is designed to enhance regional 911 functions and assist emergency services agencies to provide backup to one another in disasters. It is not intended to be a substitute for the exercise of judgment or supervision of individual county professionals or employees. All participating counties acknowledge that the responsibility for providing 911 dispatch and first responder services or other government related services rests with the respective county which is providing such service and not with any other party to this MOU.

VIII. Notice

All notices required to be given under this MOU shall be deemed sufficient to each party when delivered by email or registered or certified mail to:

Bay County Board of County Commissioners
c/o County Manager
850 W 11th Street
Panama City, FL 32401
bmajka@baycountyfl.gov

Calhoun County Board of County Commissioners
c/o Kim Tanner
Calhoun County Sheriff's Office

20776 Central Avenue East
Blountstown, FL 32424
(850) 674-9889
ktanner@calhounsheriff.com

Escambia County Board of County Commissioners
c/o County Administrator
221 Palafox Place, Suite 420
Pensacola, FL 32502
jpgilley@myescambia.com

Franklin County Board of County Commissioner
c/o Renee Brannan
Franklin County Sheriff's Office
270 State Rd. 65
Eastpoint, FL 32328
r.brannan@franklinsheriff.com

Gulf County Board of County Commissioners
c/o Ben Guthrie
Gulf County Emergency Management
1000 Cecil G. Costin, Sr. Blvd
Port St. Joe, FL 32456
bguthrie@gulfcounty-fl.gov

Holmes County Board of County Commissioners
c/o David Corbin
Project Director
107 E. Virginia Ave.
Bonifay, FL 32425
brandonjyoungesq@yahoo.com

Jackson County Board of County Commissioners
c/o Capt. Jeff Johnson - Jackson County Sheriff's Office
911 Coordinator
P.O. Box 919
Marianna, FL 32447
johnsonjl@flcjn.net
Liberty County Board of County Commissioners
c/o Jace Ford

Liberty County Emergency Management
10979 NW Spring St.
Bristol, FL 32321
LCFORD911@gmail.com

Okaloosa County Board of County Commissioners
c/o Christine Cooper
Okaloosa County Sheriff's Office
50 2nd St
Shalimar, FL 32579

Santa Rosa County Board of County Commissioners
c/o County Administrator
6495 Caroline Street
Milton, FL 32583

Walton County Board of County Commissioners
c/o Daniel T. Carroll
Walton County Sheriff's Office
752 Triple G Rd
DeFuniak Springs FL 32536

Washington County Board of County Commissioners
c/o Clint Erickson
Washington County Sherriff's Office
1331 South Boulevard
Chipley, FL 32428
clinterickson@wcso.us

IX. Modifications

This MOU may be amended by written agreement signed by each of the Board of County Commissioners. Modifications of this MOU do not relieve counties from implementing the content of the approved grant awards. Modifications to this MOU may require approval by the E911 Board and DMS.

X. Effective Data/Duration

This MOU shall be effective on the date of the last signature hereon. The term of this

MOU shall be perpetual unless earlier terminated by any party as provided herein.

Signatures continue on next pages

1) Bay County Board of County Commissioners (or designee) -- required

Signature/Date

Robert Carroll - BCC Chairman
Print Name/Title

2) Calhoun County Board of County Commissioners (or designee) -- required

Signature/Date

Print Name/Title

3) Escambia County Board of County Commissioners (or designee) -- required

Signature/Date

Print Name/Title

4) Franklin County Board of County Commissioners (or designee) -- required

Ricky D Jones / 4-13-2021
Signature/Date

Ricky D. Jones / BCC CHAIRMAN
Print Name/Title

5) Gulf County Board of County Commissioners (or designee) -- required

Signature/Date

Print Name/Title

6) Holmes County Board of County Commissioners (or designee) -- required

_____
Signature/Date

7) Jackson County Board of County Commissioners (or designee) -- required

_____
Signature/Date

_____
Print Name/Title

8) Liberty County Board of County Commissioners (or designee) -- required

_____
Signature/Date

_____
Print Name/Title

9) Okaloosa County Board of County Commissioners (or designee) -- required

_____
Signature/Date

_____
Print Name/Title

10) Santa Rosa County Board of County Commissioners (or designee) -- required

_____
Signature/Date

_____
Print Name/Title

11) Walton County Board of County Commissioners (or designee) -- required

_____
Signature/Date

_____
Print Name/Title

12) Washington County Board of County Commissioners (or designee) -- required

_____
Signature/Date

_____
Print Name/Title

A.

Next Generation 911 (NG-911) Additional Terms and Conditions for Rural and State Grant Funded by Federal Grant Funding or Deemed State Match Funding

Grant Agreement No. S17-21-02-15

The State of Florida (hereinafter "State"), Department of Management Services (hereinafter "Department" or "DMS"), acting as a pass-through entity, has made this subaward, as defined in 2 CFR §200.92, of Federal Award No. 69N37619300000911FL0. All subrecipients, as defined by 2 CFR §200.93, and all recipients of state funding provided in accordance with federal grant matching requirements (hereinafter both referred to, without distinction, as "Grantee") must comply with the terms and conditions specified herein, in accordance with 2 CFR §200.332. The terms of this addendum supplement the terms and conditions contained in W Form 1A, Application for the E911 Rural County Grant Program or W Form 3A, Application for the 911 Grant Programs (hereinafter the "Application"), and the Grantee's award letter.

<table>
<tr><th colspan="2">Subaward Agreement</th></tr>
<tr><th colspan="2">Federal Award Identification</th></tr>
<tr><td colspan="2">Federal Awarding Agency: Joint grant with U.S. Department of Transportation National Highway Traffic Safety Administration (NHTSA), and the U.S. Department of Commerce, National Telecommunications and Information Administration (NTIA)</td></tr>
<tr><td colspan="2">Federal Award Date: August 9, 2019</td></tr>
<tr><td>State Agency/Pass-Through Entity: The Florida Department of Management Services</td><td>Sub recipient Name: (must match name associated with FEIN)

Franklin Board of County Commissioners</td></tr>
<tr><td>Federal Award No. (FAIN):
69N37619300000911FL0</td><td>Subaward Period of Performance: Begins upon award (made at the E911 Board approval on February 23, 2021), and continues until March 31, 2022</td></tr>
<tr><td>Federal Award Period of Performance:
Start: August 9, 2019 End: March 31, 2022</td><td>Amount of Federal Funds Obligated by this Subaward: As specified on Grantee award letter</td></tr>
<tr><td>Amount of Federal Funds Obligated to Grantee by DMS for any purpose, including under this agreement:
$ 431,592.00</td><td>Total Amount of this Federal Award Committed to Grantee by DMS:

$ 12,792.00</td></tr>
<tr><td colspan="2">Federal Award Project Description: The Next Generation 911 (NG-911) Advancement Act provides new funding for grants to be used for 1) the implementation and operation of 911 services, Enhanced 911 (E911) services, migration to an IP-enabled emergency network, and adoption and operation of NG911 services and applications; 2) the implementation of IP-enabled emergency services and applications enabled by NG-911 services, including the establishment of IP backbone networks and the application layer software infrastructure needed to interconnect the multitude of emergency response organizations; and 3) training public safety personnel, including call-takers, first responders, and other individuals and organizations who are part of the emergency response chain in 911 services.</td></tr>
</table>

Catalog of Federal Domestic Assistance No.: 20.615	A. **log of Federal Domestic Assistance Title:** 911 Grant Program
Grantee receives federal awards directly from a Federal Awarding Agency: ☐YES ☐ No	
Grantee has disclosed if it has prior experience with same or similar subawards to DMS: ☐YES ☐ No	

1. GENERAL TERMS AND CONDITIONS

By executing this agreement, the Grantee agrees to the following:

1.1. The Application, the Grantee's award letter, and this document, including its attachments and exhibits (hereinafter collectively referred to as the "Agreement"), contain all of the terms and conditions agreed upon by the parties. If there are any conflicting provisions between the documents that make up the Agreement, the following order of precedence applies:

1.1.1. this document;

1.1.2. Attachment 1, Audit Requirements for Awards of State and Federal Financial Assistance (with its Exhibit 1);

1.1.3. the Grantee's award letter; and

1.1.4. the Grantee's submitted Application.

1.2. In accordance with sections 365.172 and 365.173, F.S., the Grantee shall perform the tasks specified herein in accordance with the terms and conditions of this Agreement.

1.3. The term of this agreement is coterminous with the subaward period of performance identified in the table above.

1.4. The parties shall be governed by all applicable state and federal laws , rules, and regulations, including, but not limited to, the federal 911 Grant Program Notice of Funding Opportunity (NOFO), 2 CFR Part 200, and those identified in the "Applicable Statutes and Regulations" table below. Any express reference in this Agreement to a statute, rule, or regulation in no way implies that no other statue, rule, or regulation applies.

1.4.1. The Grantee agrees to conduct all procurements in accordance with 2 CFR §200.318 – 200.326.

1.4.2. The Grantee agrees that this Agreement is subject to the Federal Funding Accountability and Transparency Act (FFATA), which may require the Grantee to report to the FFATA Subaward Reporting System (FSRS).

1.4.3. The Grantee agrees to comply with the State of Florida Reference Guide for State Expenditures, which can be obtained at: https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

1.5. This is a cost reimbursement agreement. This Agreement shall not exceed the amount specified on the Grantee's award letter, and payment shall only be issued by the Department after acceptance of the Grantee's performance as set forth by the terms and conditions of this Agreement. No renewals of this Agreement are available.

1.6. The Grantee agrees to use the funds awarded under this Agreement only for costs directly incurred for the grant project activities specified in the Application and costs consistent with the cost principles identified in 2 CFR Part 200, including Subpart E of such regulations. Costs must be reasonable, necessary, allocable, and allowable for the approved project and only incurred during the period of performance specified in the table above. In addition to the "Specifically Excluded E911 Expenses," identified on the Application, ineligible costs that are not reimbursable under this Agreement include, but are not limited to, costs to operate legacy E911 or 911 systems, costs to operate the NG911 system

after it is fully operational, activities related to construction, and independent verification and validation testing for product service, and system purchases.

A.

1.6.1. The Grantee shall refund to the Department any balance of unobligated funds that was advanced or paid to the Grantee.

1.6.2. The Grantee shall refund any monies used for ineligible purposes under the laws, rules, and regulations governing the use of these funds.

1.6.3. The Grantee agrees that this Agreement is not for indirect cost rate or research and development.

1.7. The Grantee agrees that the final request for reimbursement and supporting documentation for incurred obligations shall be submitted to the Department no later than the term of this Agreement.

1.8. The Grantee agrees to provide a completed Exhibit 2, Pilot Region Project Metrics to the Department on a quarterly basis. The quarters shall run from January to March, April to June, July to September, and October to December. The completed Exhibit 2 will be due to the Department no later than fifteen (15) calendar days past the end of the preceding quarter.

2. AUTHORITY

The Department has been appropriated funds from the Emergency Communications Number E911 System Trust to provide grants to counties for the purpose of upgrading E911 systems. The Department has the authority, pursuant to section 282.702, F.S., to enter into this Agreement and to disburse the appropriated funds to the Grantee under the terms and conditions set forth herein.

3. OBLIGATION TO PAY

The State's obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature and the funding sources set forth in the Federal Award Identification and is subject to any modification in accordance with either Chapter 216, F.S., or the Florida Constitution.

4. MODIFICATION

The terms of the Application are hereby modified as follows:

4.1. The following is hereby added to Section 9.3:

The E911 Board will not approve any change requests that do not comply with the federal grant.

4.2. The following is hereby added to Section 9.3.2:

Time extensions for awards funded with federal grant money, as identified on the Grantee's award letter, must not exceed the period of performance specified in the table above. If the time extension for an award that is State match, only the funds expended within the period of performance will be considered as state match.

4.3. The Scope of Work is hereby modified to specify the following deliverable(s):

Deliverable No. 1 – Tasks for Tactical Mapping and Analytics		
Performance Standard	Documentation	Financial Consequences
Complete all work to Integrate an advanced tactical mapping solution in accordance with the Grantee's contract with its vendor, which is attached as Attachment 2 [note:	1) Reimbursement claim in accordance with Section 15, below. 2) The Grantee shall submit copies of:	If Grantee fails to comply with any term of the award, DMS shall take one or more of the following actions:

this Agreement will be amended to attach this contract once obtained by the Grantee].	a. Any contracts or purchase orders with vendors; b. Vendor invoices; c. Proof of payment to vendors; and d. Proof of receipt of deliverables.	1. Temporarily withhold cash payments pending correction of the deficiency by Grantee; 2. Disallow all or part of the cost of the activity or action not in compliance; 3. Wholly or partly suspend or terminate the current award for the Grantee; 4. Suspend or deny future grant awards; or 5. Take other remedies that may be legally available. DMS will provide no reimbursement for any improvement that does not meet the standards established in this award.
TOTAL REIMBURSABLE AMOUNT NOT TO EXCEED $12,792.00		

5. CONTACTS

In accordance with section 215.971(2), F.S., and 2 CFR §200.332(a)(x),

5.1. The Department's Grant Manager is responsible for enforcing performance of this Agreement's terms and conditions and will serve as the Department's liaison with the Grantee. As part of his or her duties, the Department's Grant Manager will:

5.1.1. Monitor and document the Grantee's performance of the terms of this Agreement, which may include but shall not be limited to, onsite visits by DMS staff, limited scope audits, or desktop monitoring;

5.1.2. Review all documentation for which the Grantee requests payment; and

5.1.3. Reconcile and verify all funds received against all funds expended during the period of this Agreement and produce a final reconciliation report that identifies any funds paid in excess of the expenditures incurred by the Grantee.

The Department's Grant Managers responsible for the administration of this Agreement are:

Leon Simmonds, State 911 Coordinator
4030 Esplanade Way
Tallahassee, FL 32399

Pam Gerard, Federal Program Manager
4030 Esplanade Way, Ste 180k
Tallahassee, FL 32399

5.2. The Grantee's Agreement Manager is responsible for monitoring performance of this Agreement's terms and conditions and will serve as the Grantee's liaison with the Department. As part of his or her duties, the Grantee's Agreement Manager shall provide all reports, as well as any other required documents under this Agreement, to the E911 Board in accordance with Section 9.0 of the Application.

The Grantee's Agreement Manager responsible for the administration of this Agreement is:

The County 911 Coordinator, named in the Application.

5.3. In the event that different managers or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new manager will be provided to the other party in writing. Such changes do not require a formal written amendment to the Agreement.

6. AUDIT REQUIREMENTS

6.1. The Grantee shall retain all its records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment 1, Audit Requirements for Awards of State and Federal Financial Assistance. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department's request.

6.2. The Grantee shall maintain books, records, and documents in accordance with the generally accepted accounting principles to sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement.

6.3. The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 1, Audit Requirements for Awards of State and Federal Financial Assistance. If the Grantee is required to undergo an audit, the Grantee shall disclose all related party transactions to the auditor.

7. RECORDS

7.1 As required by section 215.97, F.S., and Rule 69I-5.006 Florida Administrative Code (F.A.C), the Department, the Department of Financial Services, and the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Grantee which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Grantee's personnel for the purpose of interview and discussion related to such documents. This provision does not limit the Department's authority to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state awarding agency inspector general, the Auditor General, or any other State official.

7.2 The Grantee shall maintain all records, including those pertaining to any and all contractors, subcontractors, and consultants to be paid from funds provided under this Agreement and further including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the Application, and all other applicable laws and regulations, for the longer of five (5) years after the end of the performance period specified in the table above and all pending matters or the period required by

the General Records Schedules maintained A. the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

7.3 If the Grantee's record retention requirements terminate prior to the requirements stated herein, the Grantee may meet the Department's record retention requirements for this Agreement by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171, F.S., and, if applicable, section 119.0701, F.S. The Grantee shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2006). See http://csrc.nist.gov.

7.4 The Grantee's performance under this Agreement shall be subject to the 2 CFR Part 200 and 2 CFR Part 225 (OMB CIRCULAR A–87).

7.5 The Grantee shall be subject to Federal Acquisition Regulations 31.2 and 931.2.

8. PUBLIC RECORDS

The Grantee, an agency as defined in section 119.011(2), F.S., must comply with the requirements of Chapter 119, F.S., in the performance of its obligations under this Agreement. The Grantee must also ensure that any contractors and subcontractors that perform work pursuant to this Agreement comply with the requirements of Chapter 119, F.S., as applicable.

9. LIABILITY

9.1. The Grantee is solely responsible to parties it deals with in carrying out the terms of this Agreement and, subject to the limitation of section 768.28, F.S., the Grantee shall hold the Department harmless against all claims of whatever nature by third parties arising from performance under this Agreement.

9.2. The Grantee, a subdivision as defined in section 768.28, F.S., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Department and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, F.S. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity by the Grantee. Nothing in this Agreement may be construed as consent by a State agency or subdivision of the State to be sued by third parties in any matter arising out of any contract.

10. EVENTS OF DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the E911 Board to make any further payment of funds shall, if the Department elects, terminate and the Department has the option to exercise any of its remedies set forth herein. However, the Department may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies and without becoming liable to make any further payment. The Events of Default are:

10.1. If any warranty or representation made by the Grantee in this Agreement or any previous agreement with the Department is or becomes false or misleading in any respect;

10.2. If the Grantee fails to keep or timely perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with the Department and has not cured them in timely fashion;

10.3. If the Grantee or is unable or unwilling to meet its obligations under this Agreement;

10.4. If material adverse changes occur in the financial condition of the Grantee at any time during the term of this Agreement; or

10.5. If any reports required by this Agreement have not been submitted to the Department or have been submitted with incorrect, incomplete, or insufficient information.

11. REMEDIES

If an Event of Default occurs, then the Department shall provide a written notice to the Grantee, and, upon the Grantee's failure to cure the default within the thirty (30) calendar days, the Department may exercise any one (1) or more of the following remedies, either concurrently or consecutively:

11.1. terminate this Agreement in accordance with Section 12, Termination, below;
11.2. withhold or suspend payment of all or any part of a request for payment;
11.3. exercise any corrective or remedial actions, including but not limited to:
  11.3.1. request additional information from the Grantee to determine the reasons for or the extent of non-compliance or lack of performance;
  11.3.2. issue a written warning to advise that more serious measures may be taken if the situation is not corrected; or
  11.3.3. advise the Grantee to suspend, discontinue, or refrain from incurring costs for any activities in question.

Pursuing any of the above remedies will not preclude the Department from pursuing any other remedies available under this Agreement or at law or in equity. If the Department waives any right or remedy in this Agreement or fails to insist on strict performance by the Grantee, it does not affect, extend, or waive any other right or remedy of the Department, or affect the later exercise of the same right or remedy by the Department for any other default by the Grantee.

12. TERMINATION

12.1. Termination Due to the Lack of Funds. If funds become unavailable for the Agreement's purpose, such event will not constitute a default by the Department or the State. The Department agrees to notify the Grantee in writing at the earliest possible time if funds are no longer available. In the event that any funding identified by the Grantee as funds to be provided for completion of the project as described herein becomes unavailable, including if any State funds upon which this Agreement depends are withdrawn or redirected, the Department may terminate this Agreement by providing written notice to the Grantee. The Department will be the final authority as to the availability of funds.
12.2. Termination for Cause. The Department may terminate this Agreement for cause after ten (10) days of a written notice, which will be issued after the 30-day cure period ends. Cause includes, but is not limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, and regulations, failure to perform on time, or refusal to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, F.S., unless exempt from Section 24(a) of Article I of the State Constitution and section 119.07(1), F.S., or applicable state or federal law, which the Grantee created or received under this Agreement.
12.3. Termination for Convenience. The Department may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds by providing the Grantee with thirty (30) calendar days' prior written notice.
12.4. Mutual Termination. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.
12.5. Grantee Responsibilities upon Termination. Upon notice of termination, the Grantee shall:
  12.5.1. not incur new obligations for the terminated portion of the Agreement; and

12.5.2. cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice are disallowed. The Grantee shall not be relieved of liability to the Department because of any breach of this Agreement by the Grantee. The Department may, to the extent authorized by law, withhold payments to the Grantee for the purpose of set-off until the exact amount of damages due to the Department from the Grantee is determined.

A.

13. RESULTING THIRD PARTY CONTRACTS AND SUBCONTRACTS

13.1. The Grantee may contract with third parties to perform work. The Grantee remains fully responsible for satisfactory completion of any and all work performed by any contractors and subcontractors.

13.1.1 If the Grantee contracts all or part of the work contemplated under this Agreement, including entering into contracts with vendors for services, it is understood by the Grantee that all such contract arrangements shall be evidenced by a written document containing all provisions necessary to ensure the contractor's compliance with applicable state and federal laws. The Grantee further agrees that the Department shall not be liable to the contractor for any expenses or liabilities incurred under the contract and that the Grantee shall be solely liable to the contractor for all expenses and liabilities incurred under the contract. The Grantee, at its expense, will defend the Department against such claims.

13.2. With the Grantee's approval, the Grantee's contractor may subcontract work performed, and the Grantee's contractor will be fully responsible for satisfactory completion of all subcontracted work.

13.3. The Grantee agrees all Grantee contracts or subcontracts entered into pursuant to this Agreement shall contain:

13.3.1 language requiring contractor(s) or subcontractor(s) who are paid from funds provided under this Agreement (i) be bound by the terms of this Agreement, as applicable; and (ii) be bound by, and contain all provisions necessary to ensure the contractor's compliance with, all applicable state and federal laws and regulations.

13.3.2 all applicable provisions from Appendix II to 2 CFR Part 200—Contract Provisions For Non-Federal Entity Contracts Under Federal Awards; and

13.3.3. without modification, all paragraphs contained in Section 16, Instructions for Lower Tier Participants, of this Agreement.

14. MANDATED CONDITIONS

14.1. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County.

14.2. If any provision of this Agreement is in conflict with any applicable statute or rule or is unenforceable, then the provision shall be null and void to the extent of the conflict and shall be severable but shall not invalidate any other provision of this Agreement.

14.3. In accordance with Executive Order 11-116, the Grantee is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Agreement for the services specified in the Agreement. The Grantee must also include a requirement in contracts that the contractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term. If the Grantee is not enrolled in DHS E-Verify System, it will do so within five (5) days of notice of the Agreement execution. The link to E-Verify is http://www.uscis.gov/e-verify.

14.4. In accordance with section 11.062 and 216.345, F.S., funds received under this Agreement are not to be used for the purpose of lobbying or used to directly or indirectly influence legislation or any other official action by the Florida Legislature, the judicial brand, or any state agency.

15. MISCELLANEOUS

15.1. Payment Process. Subject to the terms and conditions established in this Agreement and the billing procedures established by the Department, the Department agrees to pay the Grantee in accordance with section 215.422, F.S. The applicable interest rate can be obtained at: http://www.myfloridacfo.com/Division/AA/Vendors/default.htm.

15.2. Invoicing. The Grantee shall submit all claims for reimbursement and for progress payments, as described in the Application, using Appendix IV, Financial Reimbursement of Expenditures Reporting Form, to the Application. The Grantee may submit claims to the Board as needed; however, the Grantee shall not submit more than one claim per month. After receipt of the reimbursement claim, and in accordance with the payment provisions established in this Agreement, the Department shall disburse the amount of funds approved by the Board.

15.3. Invoice Detail. Invoices submitted by the Grantee must fulfill all requirements specified in the scope of work and include all supporting documentation, when applicable. The Grantee shall also submit invoices in sufficient detail to fulfill all applicable requirements of the State of Florida Reference Guide for State Expenditures.

15.4. Intellectual Property. Where activities supported by this Agreement result in the creation of intellectual property rights, the Grantee shall notify the Department, and the Department will determine whether the Grantee will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use, and to authorize others to use for State government purposes, any resulting patented, copyrighted, or trademarked work products developed under this Agreement. The Department will also determine whether the Grantee will be required to pay all or a portion of any royalties resulting from such patents, copyrights, or trademarks.

15.5. Conflict of Interest. This Agreement is subject to Chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Grantee or its affiliates.

15.6. Non-Discrimination. The Grantee shall not unlawfully discriminate against any individual employed in the performance of this Agreement due to race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. The Grantee shall provide a harassment-free workplace, and any allegation of harassment shall be given priority attention and action.

15.7. Electronic Funds Transfer Enrollment. The Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party signed this Agreement. Copies of the authorization form and a sample blank enrollment letter can be found at: http://www.myfloridacfo.com/Division/AA/Vendors/. Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

15.8. Survival. Any right or obligation of the parties in this Agreement which, by its express terms or nature and context, is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

15.9. Notices. All notices from both parties, outside of the notice of award and notices related to the business of the E911 Board, shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in section 5 herein.

16. INSTRUCTIONS FOR LOWER TIER PARTICIPANT C A. FICATION

The provisions in this section are required by Section f)7., Certifications Regarding Debarment and Suspension, of the Revised NOFO. For purposes of this section, the Department is the primary tier participant; the Grantee and all vendors with which the Grantee contracts to perform work pursuant to this Agreement are lower tier participants; and "proposal" means this Agreement. Furthermore, the Grantee must include the following provisions, without modification, in all contracts with vendors performing work pursuant to this Agreement (see subsection 6, below).

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180, 1200 and 1326.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR Parts 180, 1200 and 1326. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as

well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov).

A.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, Subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

I hereby affirm my authority and responsibility for the use of funds requested.

Grantee

_____ Date: _____
Signature - Chair, Board of County Commissioners or County Manager

_____
Printed Name

Grantor

_____
Department of Management Services Date: _____

_____
Printed Name

A.

APPLICABLE STATUTES AND REGULATIONS

The Grantee and the Department shall be governed by all applicable State and federal laws, rules, and regulations, including those identified in this table.

General Requirements

Florida Statutes (F.S.)
§ 11.062, F.S. - Use of state funds for lobbying prohibited; penalty
§ 20.055, F.S. - Agency inspectors general
Chapter 112, F.S. - Public Officers and Employees: General Provisions
Chapter 119, F.S. - Public Records
§ 215.34, F.S. - State funds; noncollectible items; procedure
§ 215.422, F.S. - Payments, warrants, and invoices; processing time limits; dispute resolution; agency or judicial branch compliance
§ 215.97, F.S. - Florida Single Audit Act
§ 215.971, F.S. - Agreements funded with federal or state assistance
§ 216.301, F.S. - Appropriations; undisbursed balances
§ 216.347, F.S. - Disbursement of grants and aids appropriations for lobbying prohibited
§ 216.3475, F.S. - Maximum rate of payment for services funded under General Appropriations Act or awarded on a noncompetitive basis
§ 216.181(16), F.S.- Approved budgets for operations and fixed capital outlay
§ 273.02, F.S. - Record and inventory of certain property
§ 287.133, F.S. - Public entity crime; denial or revocation of the right to transact business with public entities
§ 287.134, F.S. - Discrimination; denial or revocation of the right to transact business with public entities
§ 287.135, F.S. - Prohibition against contracting with scrutinized companies
Chapter 443, F.S. - Reemployment Assistance
§ 501.171, F.S. - Security of confidential personal information
Florida Administrative Code (F.A.C.)
Rule Chapter 69I-5 - State Financial Assistance
Memoranda
CFO Memorandum No. 02 (2012-13) - Contract and Grant Reviews and Related Payment Processing Requirements
CFO Memorandum No. 20 (2019-20) - Compliance Requirements for Agreements

State E911 Plan and E911 Board Statutes and Rules

Florida Statutes
Chapter 365, F.S. - Use of Telephones and Facsimile Machines
Florida Administrative Code
Rule Chapter 60FF-6 - State E911 Plan
Rule Chapter 60FF1-5 - E911 Board

Federal Rules A.

NOTE: Compliance with the following is required for grantees awarded with federal funds or state match funds, as identified in the Grantee's award letter.

United States Code (U.S.C.)
8 U.S.C. Chapter 12 - Immigration and Nationality (Immigration and Nationality Act)
10 U.S.C. 2409 - Contractor employees: protection from reprisal for disclosure of certain information
41 U.S.C. 4304 - Specific costs not allowable under Federal Procurement Policy
41 U.S.C. 4310 - Civil, Criminal, and Administrative proceeding costs of contractors not allowable
41 U.S.C. 4712 - Enhancement of contractor protection from reprisal for disclosure of certain information
42 U.S.C. Chapter 126 - Equal Opportunity for Individuals with Disabilities (Americans with Disabilities Act)
United States Code of Federal Regulation (C.F.R.)
2 C.F.R. Part 25 - Universal Identifier and System for Award Management
2 C.F.R. Part 170 - Reporting Subaward and Executive Compensation Information
2 C.F.R. Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
2 C.F.R. Part 1201 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as adopted and amended by the United States Department of Transportation
2 C.F.R. Part 1327 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as adopted by the United States Department of Commerce
47 C.F.R. Part 400 - 911 Grant Program
Presidential Executive Orders
Exec. Order No. 13043 - Increasing Seat Belt Use in the United States
Exec. Order No. 13513 - Federal Leadership on Reducing Text Messaging While Driving
Other
Notice of Funding Opportunity (NOFO) No. NHTSA-NTIA-911-GRANT-PROGRAM-2018, 911 Grant Program NOFO (Aug. 9, 2018)
Revision to NOFO No. NHTSA-NTIA-911-GRANT-PROGRAM-2018, 911 Grant Program NOFO (Feb. 1, 2019)

State Grant Number: Tactical Mapping and Analytics State Grant Award Date: 02/23/2021

Catalog of State Financial Assistance number:	Catalog of State Financial Assistance Title:
72.002	E911 State Grant Program

Attachment 1

AUDIT REQUIREMENTS FOR AWARDS OF STATE AND FEDERAL FINANCIAL ASSISTANCE

The administration of resources awarded by the Department of Management Services (Department) to the Grantee may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the Grantee agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Grantee is appropriate, the Grantee agrees to comply with any additional instructions provided by Department staff to the Grantee regarding such audit. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

Part I: Federally Funded

This part is applicable if the Grantee is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A grantee that expends $750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through the Department by this agreement. In determining the federal awards expended in its fiscal year, the Grantee shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the Grantee conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the Grantee shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A grantee that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the Grantee expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Grantee resources obtained from other than federal entities).

Part II: State Funded

In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such Grantee (for fiscal years ending June 30, 2017, or thereafter), the Grantee must have a state single or project-specific audit for such

fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

For the audit requirements addressed in Part II, paragraph 1, the Grantee shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Grantee expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, or thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Grantee expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Grantee's resources obtained from other than state entities).

Part III: Other Audit Requirements

N/A

Part IV: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Grantee directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

   The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Grantee directly to each of the following:

   a. The Department at each of the following addresses:

      Electronic copies (preferred):

      E911BoardElectronicGrantReports@dms.fl.gov

      or

      Paper (hard copy):

      Florida E911 Board
      4030 Esplanade Way Ste. 135
      Tallahassee, FL 32399-0950

b. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

4. Grantees, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.

Part V: Record Retention

The Grantee shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO, or Auditor General access to such records upon request. The Grantee shall ensure that audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

EXHIBIT 1

Federal Resources Awarded to the Grantee Pursuant to this Agreement Consist of the Following:

N/A

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

N/A

State Resources Awarded to the Grantee Pursuant to this Agreement Consist of the Following:

Matching Resources for Federal Programs:

Federal Project: The Next Generation 911 Advancement Act

Federal Awarding Agencies: The U.S. Department of Transportation National Highway Traffic Safety Administration (NHTSA) and the U.S. Department of Commerce, National Telecommunications and Information Administration (NTIA)

Catalog of State Financial Assistance Title: E911 State Grant Program

Catalog of State Financial Assistance Number: 72.002

Amount: $12,792.00

Subject to Section 215.97, F.S.:

N/A

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement Are as Follows:

The compliance requirements are as stated in Grant Agreement # S17-21-02-15 between the Grantee and the Department, entered in State fiscal year 2020-21.

EXHIBIT 2

Pilot Region Project Metrics

Grantee: Franklin Board of County Commissioners

Project Identification Number: S17-21-02-15

Reporting Quarter: _____

Metric One, Project Completion

Description. This is a measure from the Grantee regarding their progress towards completing their project.

Baseline. The baseline is the schedule detailed in the Grantee's E911 grant application.

Measurement. This will be reported as a percentage of progress on the Grantee's quarterly grant return.

Percentage of progress towards project completion: ___%

Metric Two, Geographic Information System (GIS) Database Synchronization

Description. The Grantee's reported GIS Database Synchronization that is in accordance with National Emergency Number Association (NENA) standards for the pilot region. This can be reported for each county within the pilot region, or as a total number for the entire pilot region.

Baseline. The baseline will be the numbers submitted in the grantee's first quarterly report.

Measurement. This will be reported as a percentage of synchronization on the Grantee's quarterly grant return.

Numbers demonstrated are for the pilot region in total: <yes or no> If no, please duplicate the lines below for each county.

Master Street Address Guide (MSAG) to road centerlines: ____ %

Automatic Location Identifier (ALI) to road centerlines: _____ %

Metric Three, Equipment Upgrades

Description The percent of Public Safety Answering Points (PSAPs) within the pilot region that have upgraded their equipment, for example upgrading servers to become IP capable. This can be reported for each county within the pilot region, or as a total number for the entire pilot region.

A.

Baseline The number of PSAPs that require upgraded their equipment.

Measurement This will be reported as a percentage of progress on the Grantee's quarterly grant return.

Numbers demonstrated are for the pilot region in total: <yes or no> If no, please duplicate the lines below for each county.

Number of PSAPs that require equipment upgrades: _____

Number of PSAPs that have received equipment upgrades: _____

Percentage of PSAPs that have received equipment upgrades: _____

File Attachments for Item:

A. Action Items

1. Grammercy Correction: At your March 16, 2021 regular meeting Commissioner Ward asked staff to investigate a possible scrivener's error on the County's map located at the corner of Highway 98 and Highway 65 near Gramercy Plantation. Mr. Mark Curenton, County Planner, provided a series of maps and information (attached) regarding the property in question. Based on the information provided, the Board may decide there was a scrivener's error and Mr. Curenton will make the necessary zoning change, however, if the Board decides no error was made then the zoning will remain as is. *Board action to determine if a scrivener's error was made based on the information provided.*

2. ARPC Code Enforcement Agreement: Previously the Board requested Apalachee Regional Planning Council to conduct workshops throughout the County to hear from residents on code enforcement for unincorporated Franklin County. At your last meeting, Ms. Caroline Smith of ARPC reviewed a proposal with the Board to provide the requested service. Included in my report, is an agreement for the Chairman's signature to authorize ARPC to conduct the workshops. This agreement has been reviewed by Attorney Shuler. *Board action to authorize the Chairman to sign the ARPC agreement to conduct workshops to hear from residents on code enforcement.*

3. Airport Fuel Farm Location: John Collins of AVCON (Airport Engineers) presented three different locations for a new Airport fuel farm at your last meeting. After the presentation, the Board decided to schedule a workshop to discuss the different locations in more detail. After the meeting, Mr. Alan Pierce realized that he used the recently constructed FDOT funded Airport access road as the required match for the TRIUMPH grant application to fund the new fuel farm. Mr. Pierce then contacted Mr. Collins and they both agreed that the only location to consider building the new fuel farm is what is referred to as Alternate Site 2 (West Apron) on the attached map titled *Updated Fuel Farm Alternative Locations, 4-2-2021*. With that information, there was no need for the scheduled April 14th workshop to discuss all three locations, therefore it was cancelled. If there are no additional questions or comments on this matter, the Board can authorize proceeding with that location today. *Board action to authorize the construction of the new Airport fuel farm at Alternate Site 2 (West Apron).*

4. New EOC Location: A couple of years ago the Board requested, as a legislative appropriation, funds to design and construct a new Emergency Operations Center (EOC). The County received funds from the State to design and engineer a new EOC. After much discussion the Board agreed to a location on the Airport for the new EOC, however, that location was considered "Airport" property based on a 1947 FAA lease and recorded deed. In order not to pay the Airport fair market value to use that property, FAA would have to exclude the property from the 1947 lease and recorded deed. AVCON tried but was unsuccessful on getting FAA to exclude this property. So, in an attempt to avoid that issue, Mr. Clay Kennedy of Dewberry, Mr. John Collins and Mrs. Mary Soderstrum of AVCON, and county staff started a search for a parcel around the airport that would be big enough for the new EOC, but not part of the famous 1947 lease and recorded deed. After many meetings and emails, the lot indicated by the green shade on the attached map is recommended. This lot is located on the NE corner of Brownsville and Airport Road and a three acres section will be used to allow enough room for the EOC building, parking, stormwater, and expansion. Now, this lot is not

without its own challenges, as it was mistakenly included and recorded on the deed as part of the 1942 lease, but there is a prior deed that shows it was never part of the 1942 lease. AVCON is working with FAA and FDOT to remove this lot from the recorded deed, and even though both agencies agree that it was a mistake to include that lot, there is a process that will take a few months to correct the error. Mr. Kennedy, Mrs. Erin Griffith and I met with Attorney Shuler and explained the situation to him for his council and guidance on moving forward with this lot for the new EOC. Attorney Shuler agrees that we should proceed with this lot and the design of the new EOC but wanted the Board to be aware that if we have to move the EOC from this location for any reason, there will be added expense for changes and re-engineering of the EOC at a new location. So, is the Board ready to move forward with the designing of the new EOC at this location with all the information that has been presented here today? *Board discussion and direction.*

5. SGI Speed Limit Change: At your last meeting, Chairman Jones requested, and the Board agreed by motion, to lower the speed limit to 25 mph on East Pine Street located in St. George Island's business district. The Chairman informed me that the new speed limit should be 20 mph (not 25 mph) and the section of West Pine Street located in the business district should be also be included in that speed limit change for the same reason. *Board action to reduce the speed limit on the sections of East Pine Street and West Pine Street that is located in St. George Island's business district to 20 mph.*

6. EOC Contract: Mrs. Pam Brownell, Emergency Management Director, requested that Chairman Jones sign the Federally Funded Subaward and Grant Agreement No. Z2607 for Hurricane Sally. Mrs. Brownell stated that she was facing a deadline and needed the signed document sent to the Florida Division of Emergency Management last week. In addition, Mrs. Erin Griffith completed the associated FDEM Risk Assessment Questionnaire. *Board action to ratify the Chairman's signature on the Hurricane Sally Federally Funded Subaward and Grant Agreement.*

7. TDC Tax Increase: At your June 16, 2020 meeting the Board discussed increasing the tourist development tax from 2% to 3% and ended the discussion with a motion to schedule a public hearing to increase the tax. Later on, during that same meeting, the Board also motion to schedule a workshop with the TDC to discuss how the additional funds would be spent. That workshop was postponed and never rescheduled. The public hearing was never advertised or scheduled. Is the Board ready to schedule the public hearing, and rather than having a separate workshop, have a representative from TDC appear at the public hearing and discuss possible future projects? *Board discussion and direction.*

8. Congressman Dunn's Request: About two weeks ago, Congressman Dunn office sent a request for Congressionally Directed Community Project Funding with an April 19, 2021 submission deadline. As time was an issue, I asked Mrs. Traci Buzbee to assist the County with the applications. Since this information was already available, the County submitted applications for the construction of a new EOC and additional funding for Fort Coombs Armory fire sprinkler system. Each application required a letter of support signed by the Chairman. *Board action to ratify the Chairman's signature on the letters of support for both applications.*

9. Abercrombie Boat Ramp Security Cameras: A few years ago, the Board approved video security systems for a number of locations, Abercrombie boat ramp being one of those locations. There were a few hurdles to overcome at the boat ramp, power and a solution for accessing the video due to communication access restrictions. Power at the boat ramp has been available, however we had

to make other concessions as it relates to the communication issue. Of all the companies that I have asked for proposals, I recommend the proposal from Inspired Technology. Without revealing too much information, they have the best workaround for accessing the recorded video from the cameras. The total amount of this proposal is $9,497.00. *Board action to accept the $9,497.00 quote from Inspired Technology for the installation of a CCTV camera system at Abercrombie boat ramp.*

10. Prison Closing Letter to Senate: Earlier in the meeting the Board heard from Warden Conner regarding inmate labor and prison closings. Prior to last week's message and information Warden Conner may have provided this morning, the State Legislature was considering closing four prisons. During the time when this was a probability, there was a call to action to send the Florida Senate President and the Speaker of the House a letter asking that the Franklin County Correctional Institute would not be included on the list of possible prisons closures. Chairman Jones signed the letter, (attached) and it was immediately sent to the Senate President and Speaker of the House. *Board action to ratify the Chairman's signature on the letter.*

GRAMMERCY PLANTATION COMMERCIAL ZONING

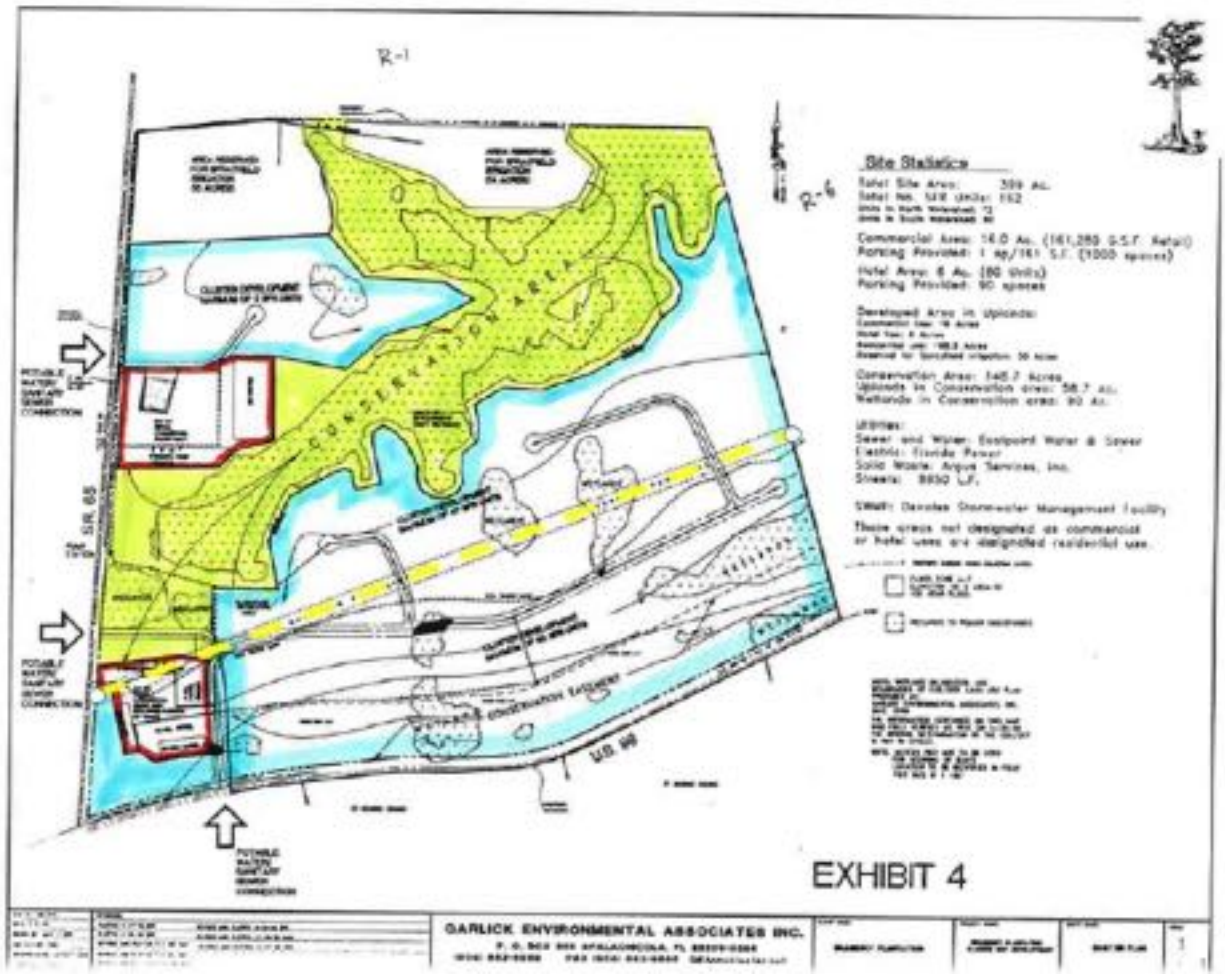
Recently the issue of the zoning of a piece of property on the east side of Highway 65 just north of the Duke Energy transmission line, as shown in in Map I, has been raised.



MAP I

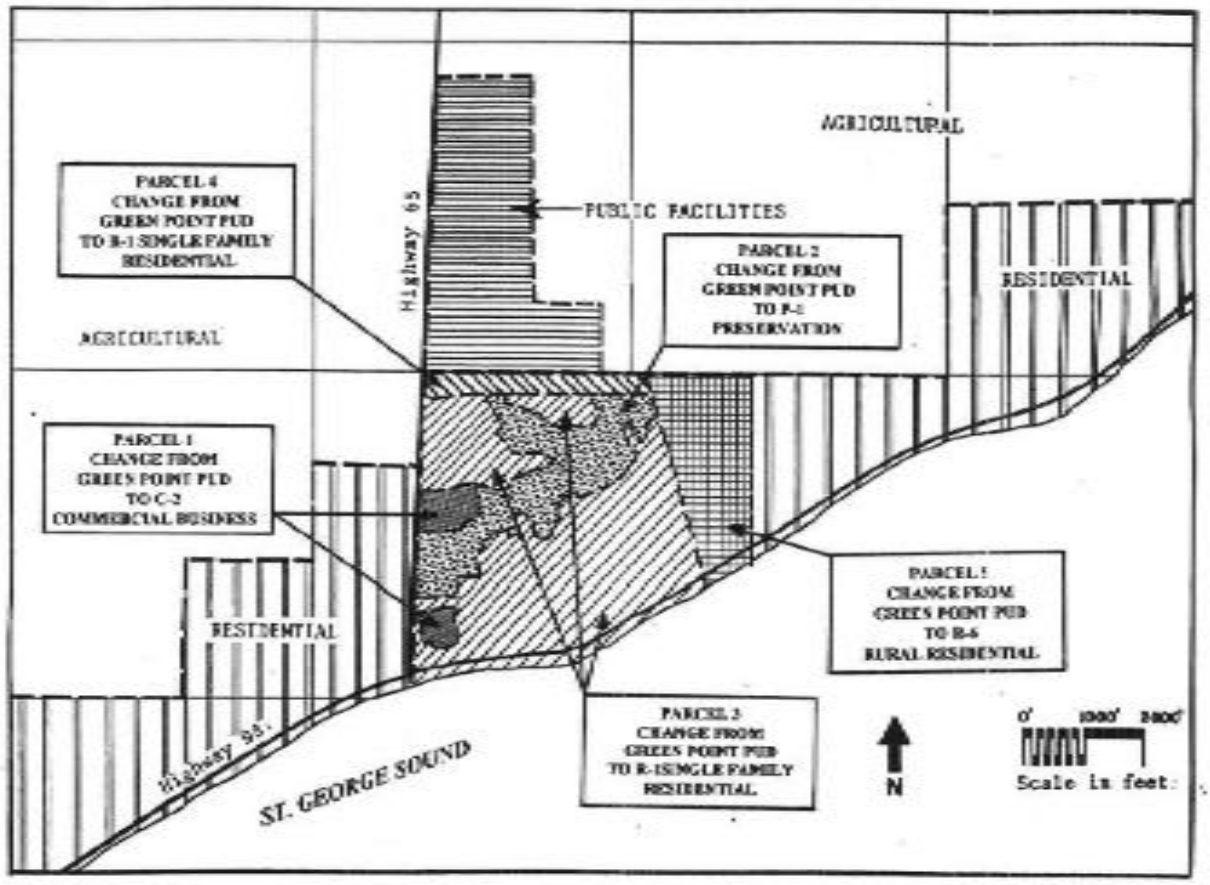
On December 3, 1996, the Board of County Commissioners gave final approval to the abandonment of the Green Point Development of Reginal Impact, which included repeal of the Green Point Planned Unit Development District Ordinance 91-4. This ordinance had designated what could be built on the Green Point property, at the northeast corner of Highway 65 and Highway 98.

To replace the Green Point Planned Unit Development the Board of County Commissioners adopted new zoning for the property on February 18, 1997. The new zoning included two tracts of C-2 Commercial Business property: a six acre tract located near the intersection of Highway 98 and Highway 65 that was intended for a hotel and a sixteen acre tract further north on Highway 65 that was designated for retail space.



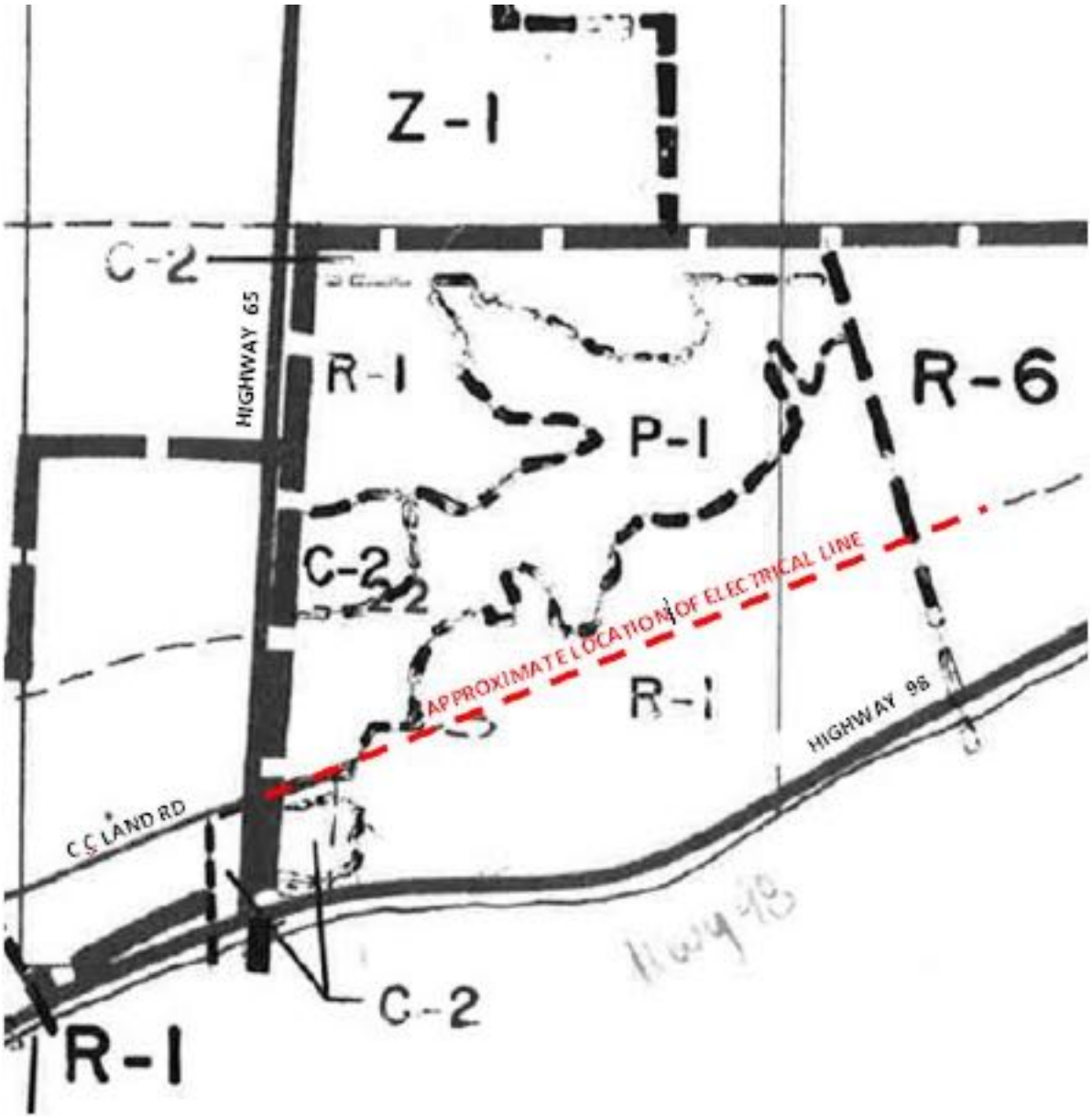
MAP II

Map II is a site plan prepared by Dan Garlick and Associates that was submitted in 1996 by the developers that shows what was proposed on the property at this time. The yellow dashed line shows the electrical transmission line across the property. The areas outlined in red show the two proposed commercial properties. The light green area is areas designated for preservation and the blue areas are residential.



MAP III

Map III shows the map that was advertised in the newspaper at this time for the proposed rezoning. The location of the electric transmission line is not shown on this map.



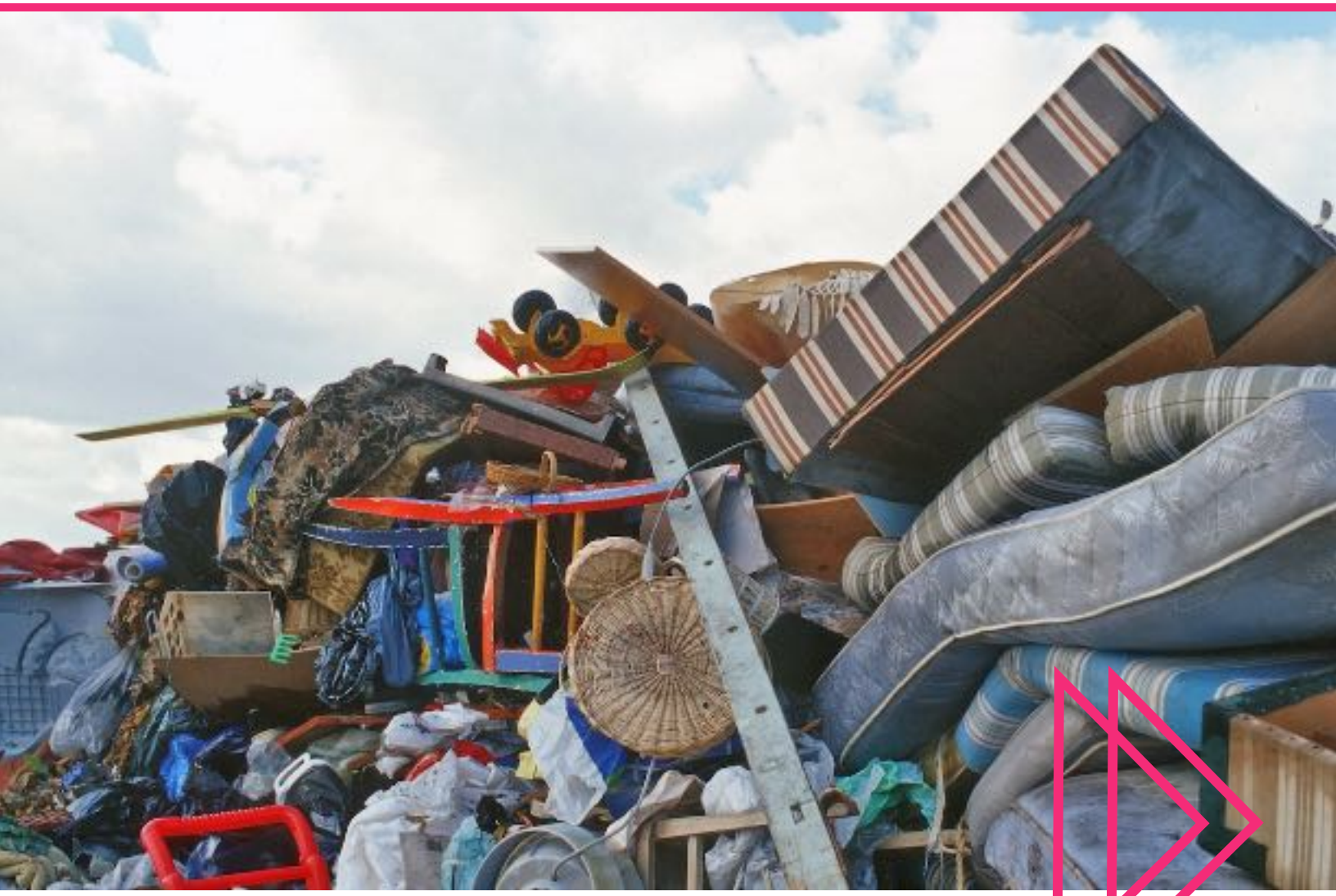
MAP IV

Map IV is the current Franklin County Zoning Map.

The question for the Board of County Commissioners is does the current zoning map reflect the intention of the Board in 1997 when they rezoned the property. Should the area shown in Map I be included in the C-2 commercial area on Map IV?

Code Enforcement Public Workshop Series

Apalachee Regional Planning Council



Proposal for Franklin County Board of County Commissioners

April 6, 2021

Overview

Apalachee Regional Planning Council (ARPC) seeks to partner with Franklin County to provide technical assistance related to code enforcement. Specifically, ARPC proposes conducting a series of five workshops on code enforcement in various locations in Franklin County, during which ARPC staff will provide an overview of what code enforcement is, share examples of what has worked well in similar communities, and provide opportunity for public comment. Public input will be compiled, organized into a summary on public opinion of code enforcement, and shared with the Franklin County Board of County Commissioners (BoCC) to inform their ongoing code enforcement discussions.

Background

The ARPC is an intergovernmental, not-for-profit regional organization that works on behalf of its 9-county region, including Franklin County, to provide technical assistance in the areas of economic development, emergency preparedness, transportation, housing, quality of life, and growth management, which encompasses the topic of code enforcement. ARPC staff seek to assist Franklin County as a neutral third party to understand and document community perspectives on code enforcement.

Proposed Activities

The primary activity of this project is a series of five public workshops, which will provide a forum to inform citizens about code enforcement, provide examples of what worked in similar communities, and solicit public input that can inform discussions taking place at the county-level.

PUBLIC WORKSHOPS

ARPC staff propose facilitating a series of five public workshops, on behalf of Franklin County, in various locations throughout Franklin County, which will target residents of:

- Unincorporated areas of Apalachicola
- Eastpoint
- St. George Island
- Unincorporated areas of Carrabelle
- Lanark Village

A summary of public input collected at the workshops will be presented by ARPC staff after the conclusion of the workshop series at a Franklin County Board of County Commissioners (BoCC) meeting.

Outcome

This summary report on public comments from the five workshops will be used by the Franklin County BoCC to inform their discussions on code enforcement. The project will begin June 1, 2021 and conclude by September 30, 2021.

Proposed Budget

This project proposes a cost-reimbursement contract in the amount of $6,000, which will support the three ARPC staff members needed to perform all services. Staff salary is calculated using an hourly rate of $55, which factors in indirect costs. Travel costs reflect three persons travelling in a shared vehicle between Tallahassee (Leon County) and Franklin County.

Task	Amount	Cost Categories
Code Enforcement Research and Workshop Preparation	$550	Staff Salary, Indirect
Workshop 1 – unincorporated areas of Apalachicola	$ 900	Staff Salary, Indirect, Travel
Workshop 2 – Eastpoint	$ 900	Staff Salary, Indirect, Travel
Workshop 3 – St. George Island	$ 900	Staff Salary, Indirect, Travel
Workshop 4 – unincorporated areas of Carrabelle	$ 900	Staff Salary, Indirect, Travel
Workshop 5 – Lanark Village	$ 900	Staff Salary, Indirect, Travel
Summary Report and presentation to Franklin County BoCC	$ 950	Staff Salary, Indirect, Travel
Total Project	$6,000	

AGREEMENT BETWEEN THE
APALACHEE REGIONAL PLANNING COUNCIL
AND THE FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS

This AGREEMENT is entered into this 7th day of April 2021, by and between the Apalachee Regional Planning Council, herein referred to as the ARPC, and the Franklin County Board of County Commissioners, herein referred to as the Franklin County BoCC.

WITNESSETH

WHEREAS, the ARPC in furtherance of its duties desires to partner with the Franklin County BoCC to render Planning and Coordination services in Franklin County, Florida; and

WHEREAS, ARPC possesses the qualifications and expertise to perform the services required by Franklin County per the Scope of Work outlined in the Franklin County Code Enforcement Public Workshop Series project proposal.

NOW THEREFORE, the parties hereto do mutually agree as follows:

ARTICLE 1 – SCOPE OF WORK

ARPC agrees to assign Caroline Smith as the Administrator of this agreement and also agrees that she will be the ARPC employee assigned to the completion of the tasks outlined in this administrative agreement with the Franklin County BoCC. The Scope of Work to be provided by ARPC will include, but not be limited to, the following:

- Lead Franklin County BoCC with Planning activities required under the Code Enforcement Public Workshop Series project, including but not limited to research, outreach, workshops, and creation of a summary report for the Franklin County BoCC.
- Provide Coordination and Administrative support service to the Franklin County BoCC as needed and requested, if relevant to the Scope of Work.

ARTICLE 2 – COMPENSATION

In consideration for services received, the Franklin County BoCC agrees to reimburse the ARPC for its services which include direct and indirect costs associated with the Planning, Coordination, and Administration duties as outlined above for $6,000.00.

- ARPC will submit one invoice, in accordance with the Scope of Work, not to exceed $6,000.00 by October 31, 2021 for the services provided under this agreement.

ARTICLE 3 – TIME OF COMPLETION

Services by ARPC to the Franklin County BoCC will be for the period of June 1, 2021 through September 30, 2021.

ARTICLE 4 – DEFAULT AND TERMINATION

The failure of either party to comply with any provision of this AGREEMENT shall place that party in default. Prior to terminating this AGREEMENT, the non-defaulting party shall notify the defaulting party in writing. The notification shall make specific reference to the provision which gave rise to the default. The defaulting party shall then be entitled to a period of ten (10) days in which to cure the default. In the event said default is not cured within the ten (10) day period, the AGREEMENT may be terminated. The failure of either party to exercise this right shall not be considered a waiver of such right in the event of any further default or noncompliance. Upon default and termination as provided in this Article, ARPC shall be reimbursed for all its actual costs incurred in providing services hereunder as costs are defined in Article 2 of this AGREEMENT and all finished or unfinished documents and other materials prepared by ARPC pursuant to this AGREEMENT shall become the property of the Franklin County BoCC. With 30 days advance notice, either party may choose to voluntarily terminate this AGREEMENT without penalty by formally notifying the other party in writing of its intent.

ARTICLE 5 – GENERAL TERMS AND CONDITIONS

A. Assignability. ARPC shall not assign any interest in this AGREEMENT and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Franklin County BoCC.

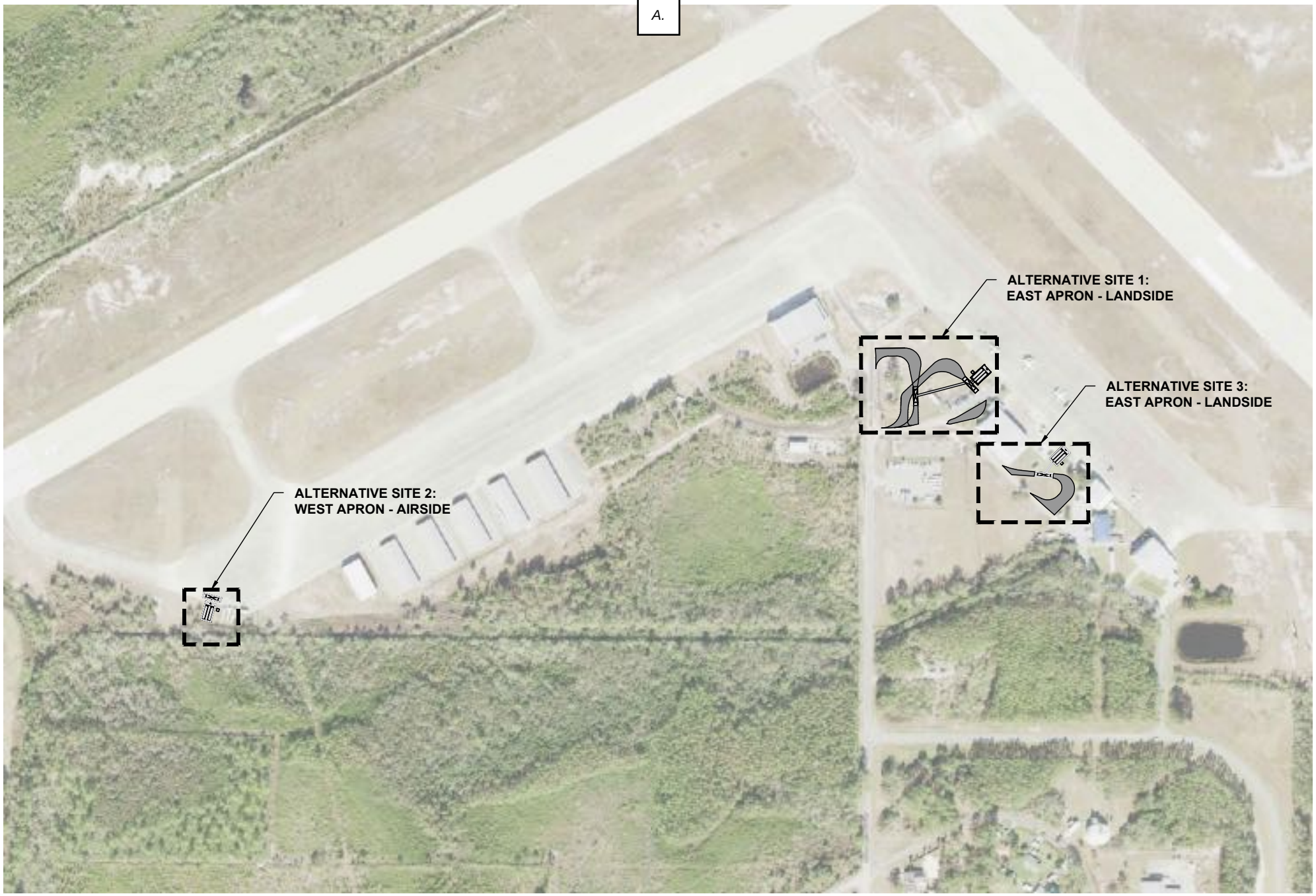
B. Representation for the Parties. Any questions relating to the performance of this AGREEMENT shall be directed to the ARPC Executive Director or Chair of the Franklin County BoCC, as appropriate.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this 7th day of April 2021.

BY: _____
Chris Rietow
ARPC Executive Director

BY: _____
Ricky Jones
Chair, Franklin County Board of County Commissioners

A.

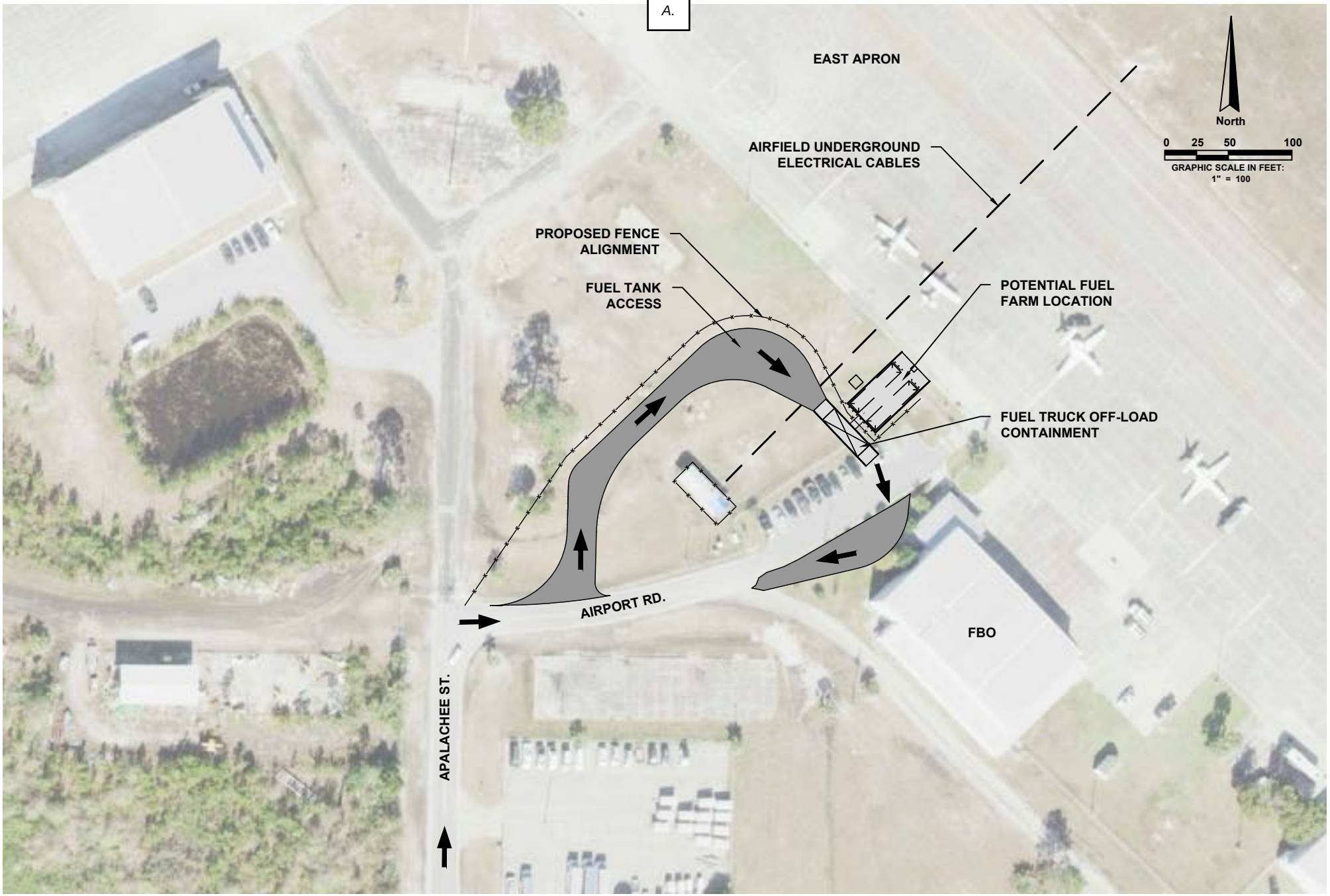


AVCON, INC.
ENGINEERS & PLANNERS
320 BAYSHORE DRIVE, SUITE A - NICEVILLE, FL 32578-2425
OFFICE: (850) 678-0050 - FAX: (850) 678-0040
CORPORATE CERTIFICATE OF AUTHORIZATION NUMBER: 5057
www.avconinc.com

KEY MAP

PRELIMINARY FUEL FARM
REPLACEMENT EVALUATION
APALACHICOLA REGIONAL AIRPORT

A.



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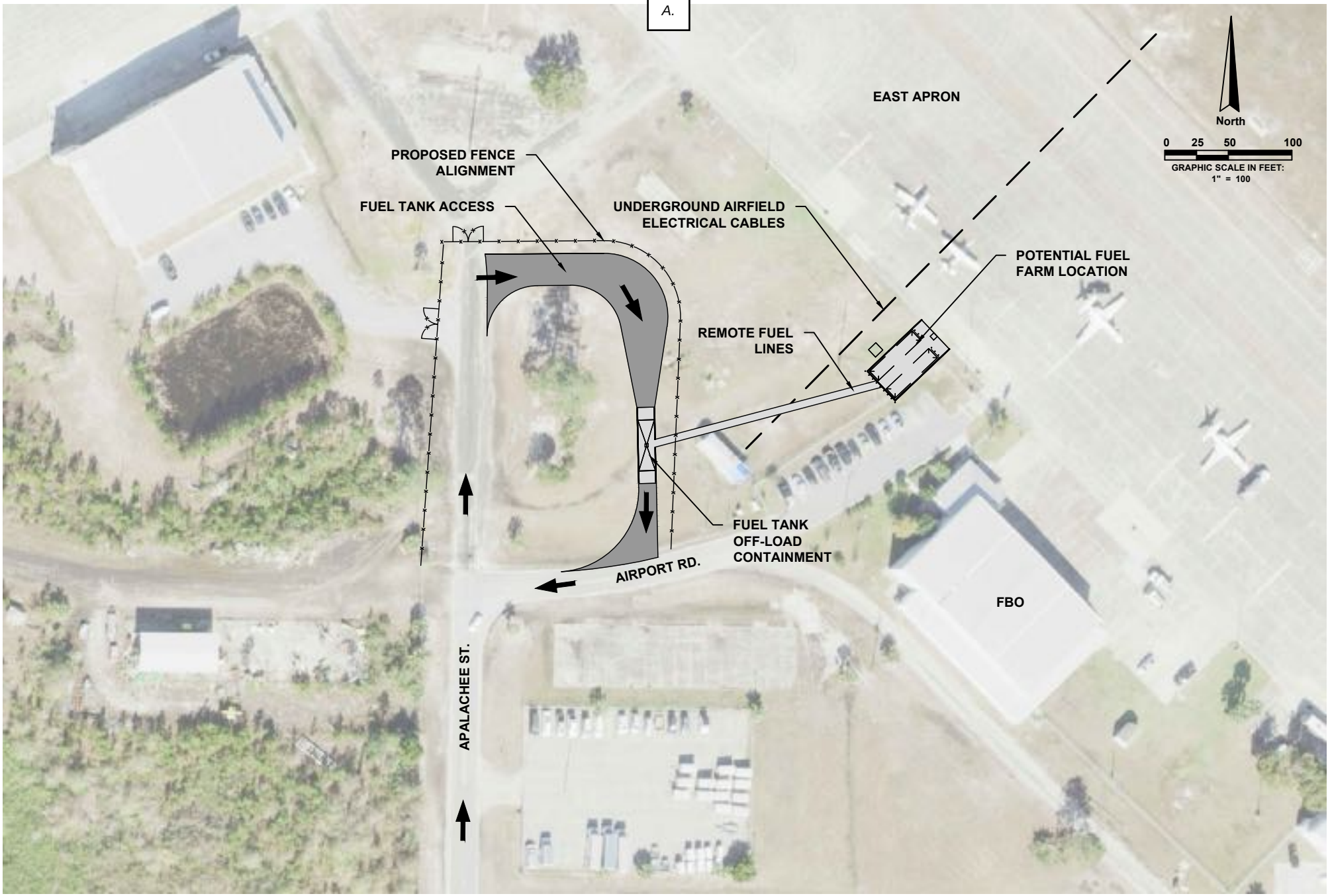
490

ALTERNATIVE SITE 1A:
EAST APRON - LANDSIDE
(ADJACENT TO APRON)

PRELIMINARY FUEL FARM
REPLACEMENT EVALUATION
APALACHICOLA REGIONAL AIRPORT

A.



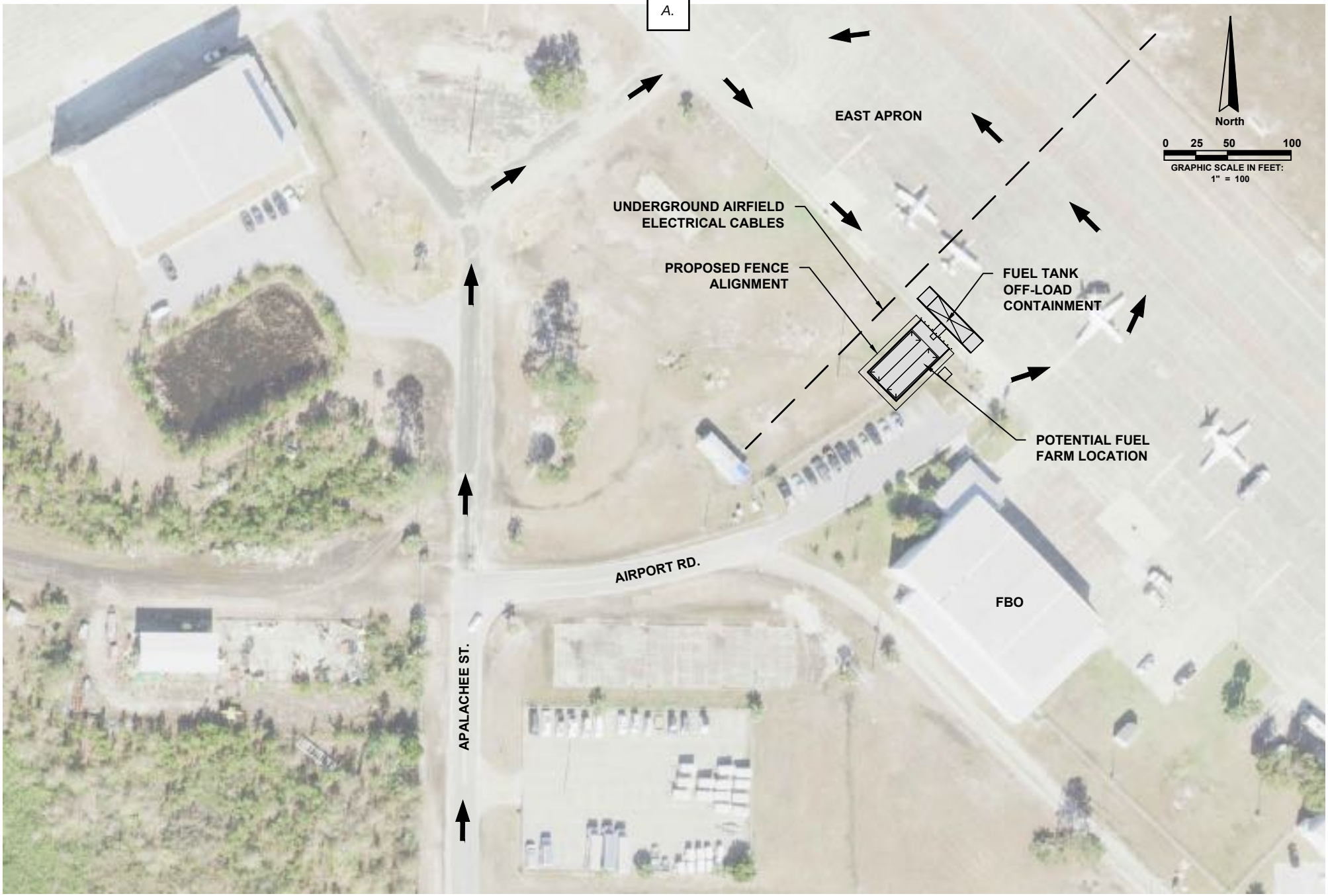
491

AVCON, INC.
ENGINEERS & PLANNERS
320 BAYSHORE DRIVE, SUITE A - NICEVILLE, FL 32578-2425
OFFICE: (850) 678-0050 - FAX: (850) 678-0040
CORPORATE CERTIFICATE OF AUTHORIZATION NUMBER: 5057
www.avconinc.com

ALTERNATIVE SITE 1B:
EAST APRON - LANDSIDE
(SET BACK FROM APRON)

PRELIMINARY FUEL FARM REPLACEMENT EVALUATION
APALACHICOLA REGIONAL AIRPORT

A.



AVCON, INC.
ENGINEERS & PLANNERS
320 BAYSHORE DRIVE, SUITE A - NICEVILLE, FL 32578-2425
OFFICE: (850) 678-0050 - FAX: (850) 678-0040
CORPORATE CERTIFICATE OF AUTHORIZATION NUMBER: 5057
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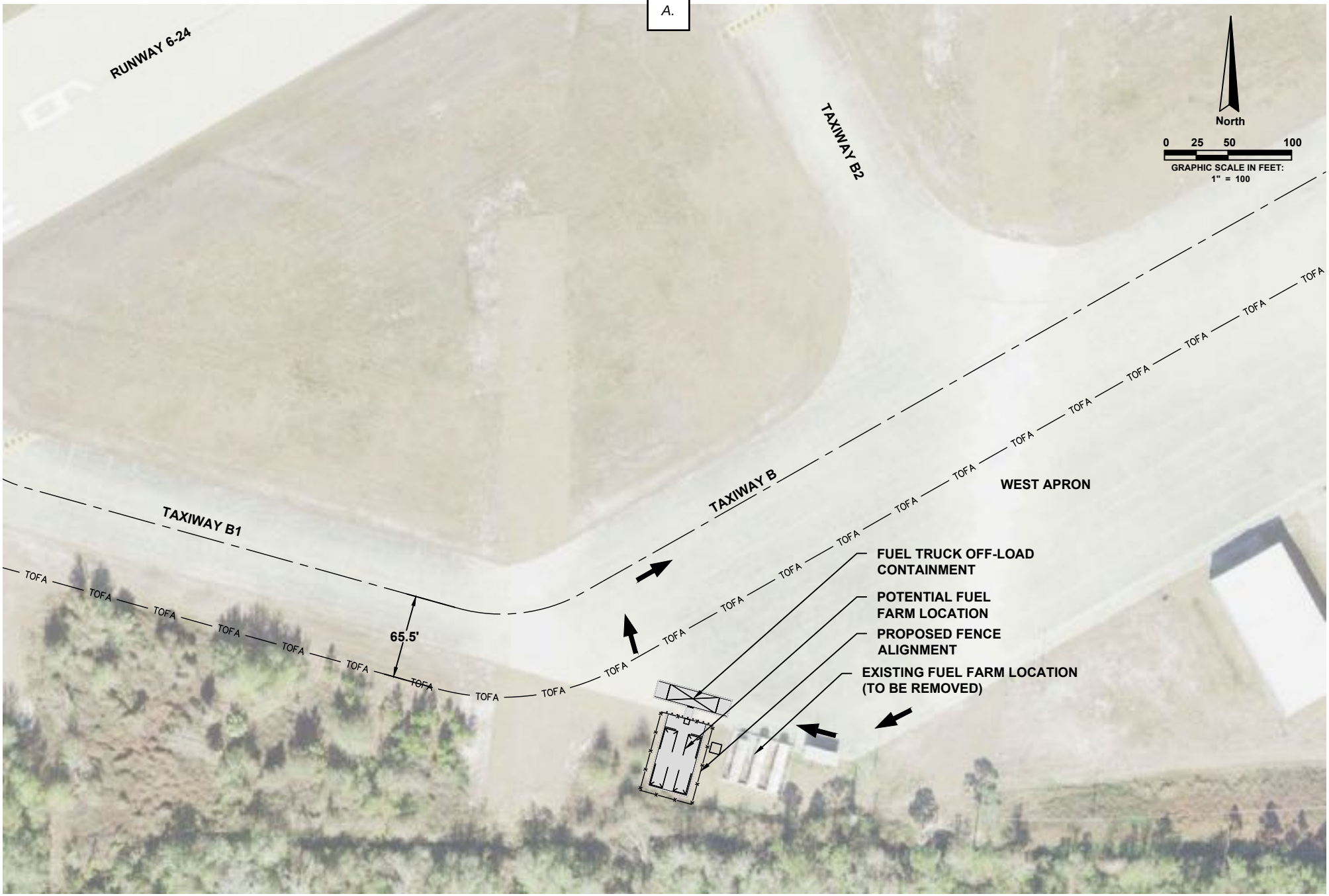
492

ALTERNATIVE SITE 1C:
EAST APRON - AIRSIDE

PRELIMINARY FUEL FARM
REPLACEMENT EVALUATION
APALACHICOLA REGIONAL AIRPORT

A.



AVCON, INC.
ENGINEERS & PLANNERS
320 BAYSHORE DRIVE, SUITE A - NICEVILLE, FL 32578-2425
OFFICE: (850) 678-0050 - FAX: (850) 678-0040
CORPORATE CERTIFICATE OF AUTHORIZATION NUMBER: 5057
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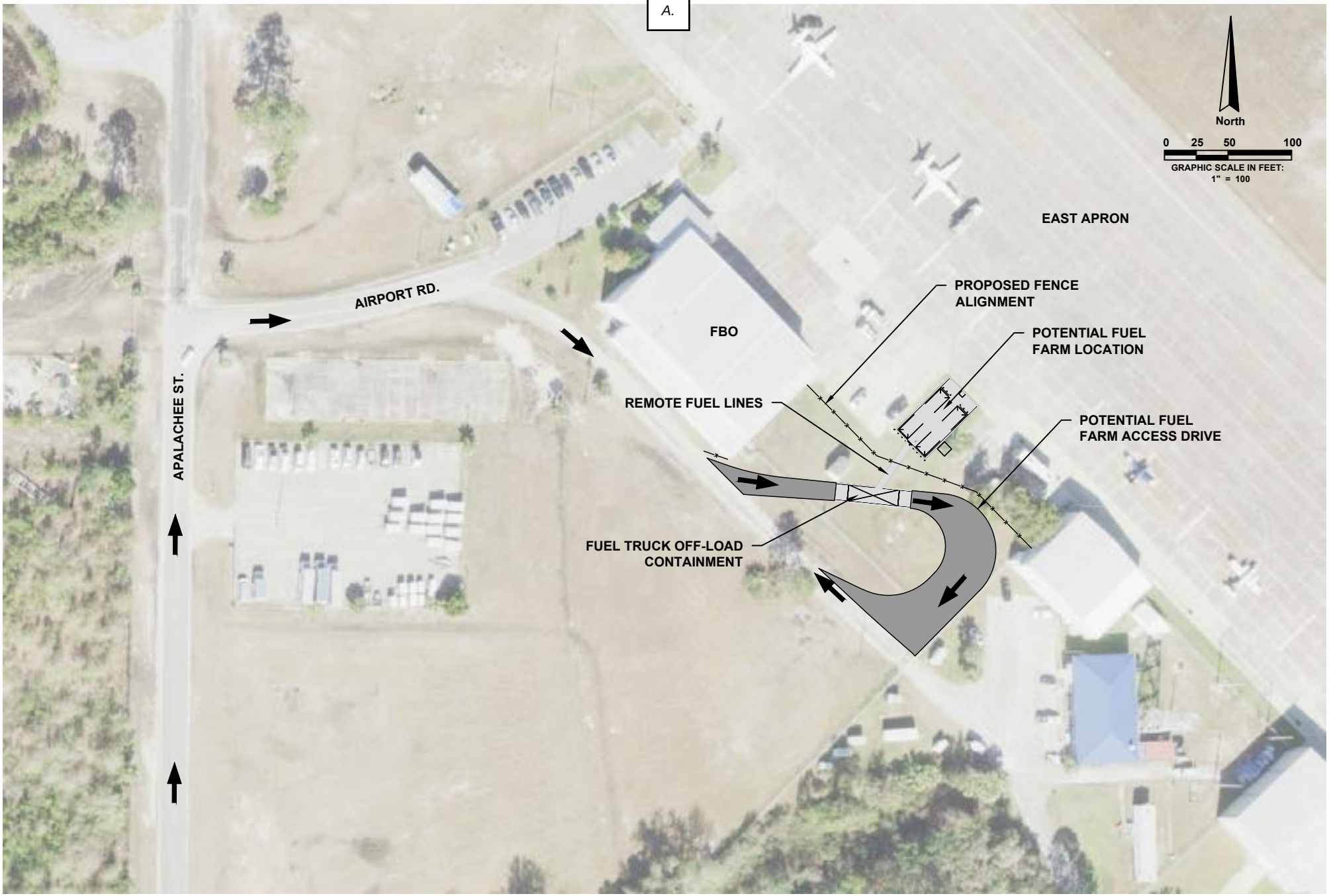
493

ALTERNATIVE SITE 2:
WEST APRON - AIRSIDE

PRELIMINARY FUEL FARM REPLACEMENT EVALUATION
APALACHICOLA REGIONAL AIRPORT

A.



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ENGINEERS & PLANNERS
320 BAYSHORE DRIVE, SUITE A - NICEVILLE, FL 32578-2425
OFFICE: (850) 678-0050 - FAX: (850) 678-0040
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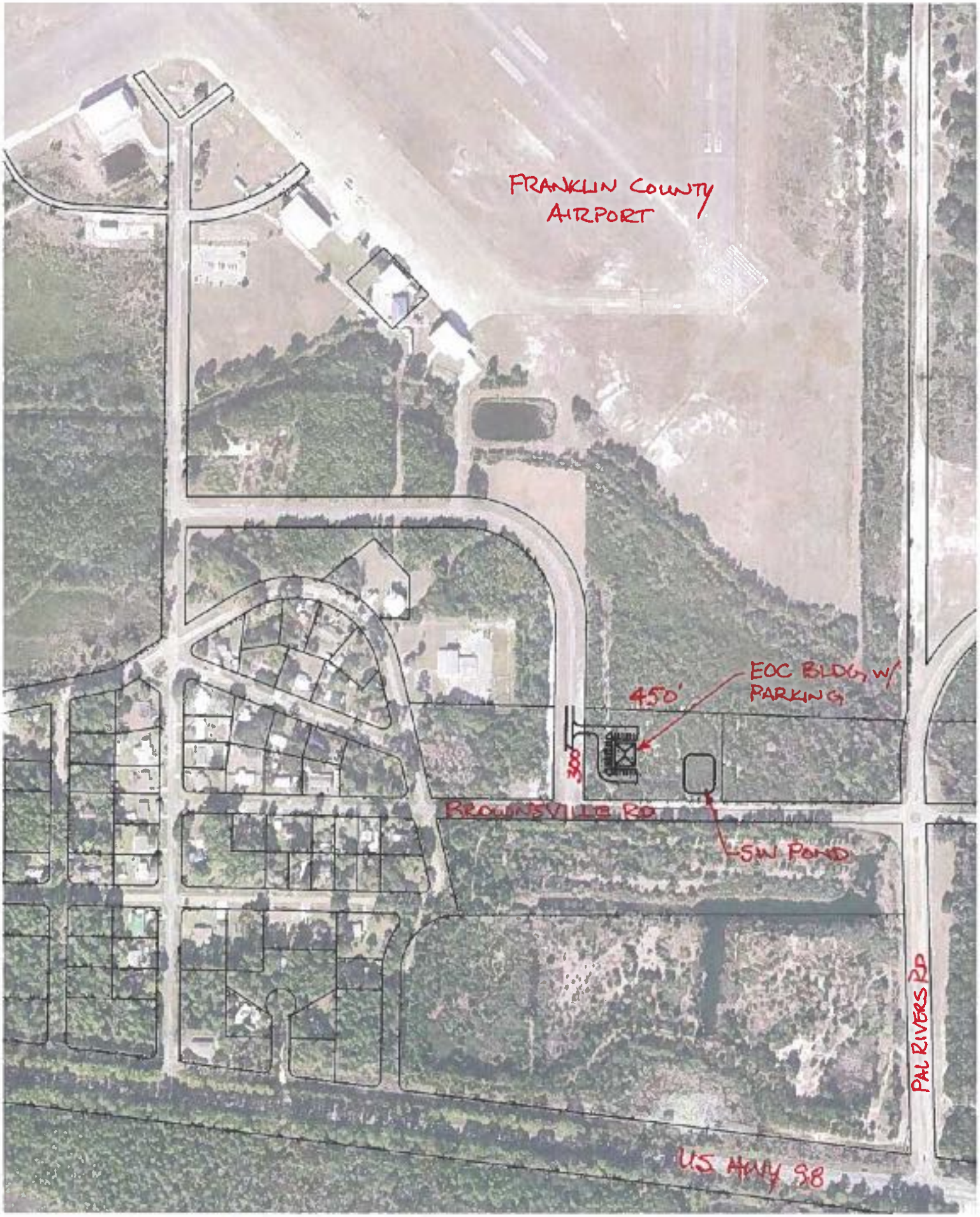
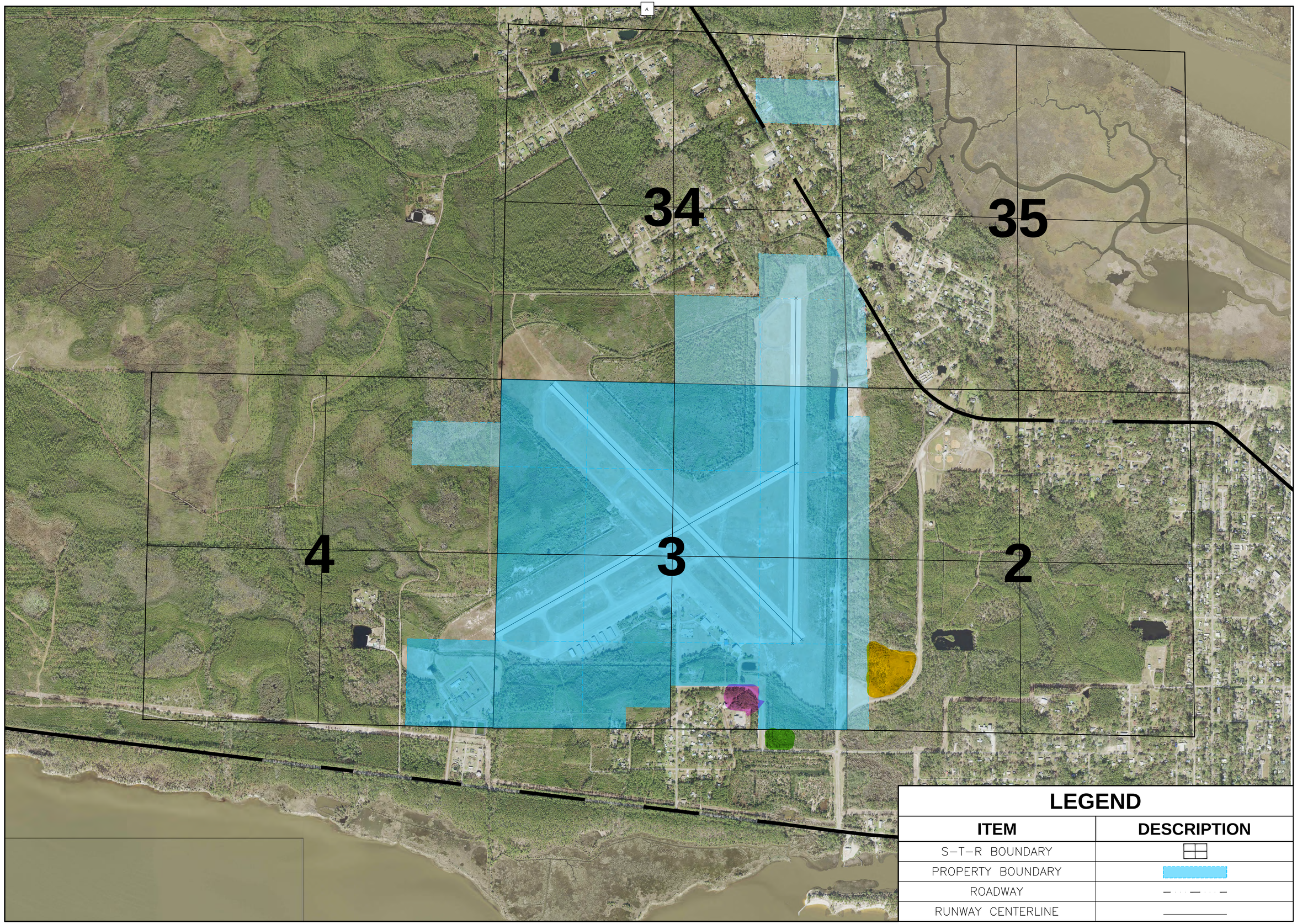
ALTERNATIVE SITE 3:
EAST APRON - LANDSIDE

PRELIMINARY FUEL FARM REPLACEMENT EVALUATION
APALACHICOLA REGIONAL AIRPORT


FRANKLIN COUNTY AIRPORT
EOC BLDG W/ PARKING
450'
300'
BROWNSVILLE RD
SW POND
PAL RIVERS RD
US HWY 98



LEGEND	
ITEM	DESCRIPTION
S–T–R BOUNDARY	
PROPERTY BOUNDARY	
ROADWAY	
RUNWAY CENTERLINE	

FRANKLIN COUNTY

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

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

April 6, 2021

The Honorable Wilton Simpson, President
The Florida Senate
Tallahassee, Florida, 32399-0001

The Honorable Chris Sprowls, Speaker
The Florida House of Representatives
Tallahassee, Florida, 32399-0001

RE: Proposals for Prison Consolidation and Closure

Dear President Simpson and Speaker Sprowls,

Recently, it was brought to the attention of the Franklin County Board of County Commissioners that the House and Senate's proposed budgets included proviso language directing the Department of Corrections to develop a plan that will lead to consolidation and/or closure of at least four prisons.

For many years, rural Florida communities, like Franklin County, Florida, have been a dedicated partner with the Department of Corrections allowing the State to locate state facilities in their communities. These facilities, in many cases, are one of the largest employers in a rural county. Additionally, they are important economic drivers within the local community having significant impact on the local economy.

We would respectfully request that there be no closures in Franklin County, Florida, or any fiscally constrained county. We would request an amendment that would prioritize protection of prisons located in rural, fiscally constrained counties from closures.

Sincerely,

Ricky D. Jones
Chairman

Y D. JONES
RICT ONE
BERT BOLDT
DISTRICT TWO
NOAH LOCKLEY, JR.
DISTRICT THREE
JOSEPH PARRISH
DISTRICT FOUR
JESSICA WARD
DISTRICT FIVE

File Attachments for Item:

A. Report

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

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

Mailing Address:
34-4th Street
Apalachicola, FL 32320

April 16, 2021

To: Franklin County Board of County Commissioners

From: Thomas M. Shuler, County Attorney

Re: April 20, 2021 Meeting

Action Item

1. Ordinance Providing for Limited Maintenance and Repair of Private Roads

Attached is a redline draft of a possible ordinance providing for limited maintenance and repair of private roads; together with a rate sheet showing costs of materials, labor and equipment.

Board Action: Board Discussion.

Informational Items

2. Traffic Ordinance

The newspaper failed to publish the ad for the traffic ordinance scheduled for April 20, 2021.

I have already sent another notice for publication for a public hearing to be held May 6, 2021.

3. Animal Control Appeal Board

The Board met on April 15, 2021. The Board affirmed the decision of animal control to humanely destroy a dog for an unprovoked bite subsequent to being declared a dangerous dog. The owner has a right file an appeal to the circuit court.

4. 2036 Highway 98 – destroyed house

On March 19, 2021, the property owner received my certified letter notifying her of the public nuisance caused by the destroyed house. I gave her 30 days to respond. Failing to receive any response, I sent her a letter on April 9, 2021, informing her that this was her final

notice to remove the destroyed house and abate the nuisance. I gave her a deadline of April 30, 2021. If no response is received, then a lawsuit will be filed.

5. 2626 Highway 98 – destroyed house

The certified letter that I mailed to the property owner on March 5, 2021, was returned as refused by the owner. However, on April 1, 2021, Mr. Steve Paterson informed me that the property owner had applied for a demolition permit.

I sent a follow-up letter to the property owner on April 9, 2021.

6. 329 Highway 98 – unpermitted structure

I have worked with the property owner to bring this property into compliance. To date, no meaningful progress has been made. On February 22, 2021, the property owner agreed to hire a private building inspector, but to date he has not.

I sent him a letter on April 9, 2021, giving him a firm deadline of April 30, 2021. I spoke with the owner by phone today (4/16/21) about this matter.

7. 331 Highway 98 – unpermitted structure and unpermitted use

The property owner stated that he had brought the permit and use of the property into compliance with the building code and the zoning code. Mr. Steve Paterson conducted an inspection and informed me that the property is now in compliance.

8. Alligator Point VFD MSBU Matter

I will report on this at the May 6, 2021, meeting.

Respectfully Submitted,

Thomas M. Shuler

Thomas M. Shuler

Enc: as stated

April 1, 2010 Draft/updated 10/1/10/Updated4.9.21

ORDINANCE 10- _____

AN ORDINANCE ESTABLISHING A PROGRAM IN THE UNICORPORATED AREA OF FRANKLIN COUNTY FOR THE PREVENTATIVE MAINTENANCE AND REPAIR OF PRIVATE DIRT ROADS; FINDING THAT THIS PROGRAM SERVES A PUBLIC PURPOSE; LIMITING THIS PROGRAM TO PRIVATE INDIVIDUALS ONLY, EXCLUDING ALL ROADS OF ALL GOVERNMENTAL ENTITIES AND AGENCIES, EXCLUDING ALL ARTIFICIAL ENTITIES; REQUIRING THAT THE COUNTY SHALL BE PAID IN ADVANCE FOR ITS ACTUAL COST FOR SUCH PROGRAM; ESTABLISHING LIMITATIONS AND GUIDELINES FOR SUCH PROGRAMS, PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

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WHEREAS, Franklin County finds that that a valid public purpose is served by establishing a program which ensures the safe ingress and egress to existing private roads for homeowners, U.S. Postal Service, School Buses, Fire Trucks and Emergency Services Vehicles, ("Program") and

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WHEREAS, this Program shall be limited to the unincorporated areas of Franklin County, Florida, and

WHEREAS, Franklin County requires that is shall be paid in full in advance for its actual costs from those choosing to participate in the Program, and

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WHEREAS, Franklin County declares that the Program provided for herein shall not be construed as competition with private enterprise, but rather a limited service in furtherance of the public good with the restricted purpose of providing access to residential dwellings only by a two-wheel drive car, and

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WHEREAS, such Program shall be contingent upon the availability of county resources, with county owned and maintained roads taking priority over requests for the repair and/or maintenance of private roads, and

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WHEREAS, such Program shall not exceed $1,000.00 for any single repair and/or maintenance request per fiscal year or, alternatively, all such requests within one neighborhood or subdivision shall not exceed $5,000.00, per fiscal year (October 1 through September 30), and

WHEREAS, such Program shall exclude new construction of private roads, driveways, stormwater, drainage, ditches and swales, and

WHEREAS, such Program shall be limited to the repair and/or maintenance of private roads, ditches and swales, but shall exclude the provision of stormwater management services, and

WHEREAS, the private property owner shall be solely responsible for the actual cost of all materials, equipment, staging fees, mileage and personnel costs of Franklin County, and which shall not include any profit margin, and

WHEREAS, such Program shall be limited to private individuals only and shall exclude all governmental entities and agencies, and

WHEREAS, such Program shall exclude all corporations, partnerships, limited liability companies and all other artificial entities; and,

WHEREAS, Paved Roads are excluded from this Program; and,

WHEREAS, this Program excludes cutting grass on Private Roads; and

WHEREAS, this Program excludes Private Driveways; and,

WHEREAS, this Program excludes the creation of ditches and swales; and,

WHEREAS, Franklin County does not intend that this Program shall be construed as constituting County maintenance of any private road within the meaning of Florida Statute §95.361 (2009) and shall not result in the vesting of any right, title or interest in such property in Franklin County; and,

WHEREAS, such Program is not intended for the purpose of, and shall not, improve Private Roads to county road standards for dedication to Franklin County; rather, it shall maintain them at the grade, width and length that such roads exists on the date that this ordinance is adopted; and,

IT IS THEREFORE ORDAINED THAT:

Section One: Recitals. All the above recitals are incorporated herein by this reference.

Section Two: Title. This Ordinance may be cited as the "Franklin County Maintenance and Repair of Private Roads."

Section Three: Definitions:

3.1: "Franklin County" means Franklin County, a political subdivision of the State of Florida.

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3.2: "Paved Road" means any road that is improved with a durable surface material such as asphalt, concrete or paving stones intended for vehicular traffic

3.3: "Private Driveway" means any private single lane road intended for access to a single or a small group of residential homes

3.4: "Private" means property that is owned by a person who is not Franklin County or the State of Florida, an agency thereof, or any subdivision of the State of Florida or municipality.

3.5. "Property Owner" means the person who owns the fee simple title, life-estate or beneficial ownership to the private road or driveway to be maintained or repaired.

3.6: "Road" means any path or route intended for vehicular traffic, including swales and ditches.

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3.7: "Unpaved Road" means any private road whose surface is improved with a natural unaltered material such as dirt, limestone, dolomite, aggregate materials or similar materials, and which excludes asphalt, concrete and paving stones.

Section Four: Program:

4.1: Private homeowners may apply/request participation in the Preventative Maintenance and Repair Program at the Franklin County Planning and Zoning Department, 34 Forbes Street, Apalachicola, Florida 32320, 850.653.9783.

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4.2: All requests/applications shall include the following information:

a. Name, address and phone number of the property Owner
b. The date of the application or request
c. A description of the maintenance or repair to be made, including a list of materials.
d. The name of road subject to the request, if any.
e. Photographs of the entire road taken within 30 days of the application.
f. A hold harmless and release of Franklin County from liability and damages.
g. The property owner shall acknowledge that they understand and agree that the county's maintenance/repair of the road/driveway does not now, and shall not in the future, vest in Franklin County any right, title or interest therein, and that such owner is solely responsible for all future maintenance and ownership of the road.

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h. In the case of private subdivisions, all requests for repairs/maintenance of roads within such subdivision shall be made by the homeowners association and signed by its President. In the event there is no homeowners association or the road has not been dedicated to the homeowners association, then all the owners within the subdivision (recorded or unrecorded subdivision) shall join in the application/request.

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i. Prior to Franklin County commencing work within a subdivision, the property owners shall place flags showing the boundary within which the County is to provide the repair or maintenance of the road.
j. If state or federal permits are required for any work requested pursuant to this Program, then the applicant is solely responsible for obtaining such permits before Franklin County will commence.

4.3: Following receipt of the application/request, the Franklin County Engineer shall evaluate the request to determine whether the request meets all Program criteria, whether the materials requested are sufficient to perform the work requested, and to determine the cost of the request.

4.4.: The Engineer shall then notify the property owner of the findings of the review and the cost of the requested repair.

A.

4.5: This Program is limited to the following activities:

a. Pot hole repair.
b. Roadside ditch or swale maintenance.
c. Repair/maintenance of drainage outfall to stormwater treatment facilities.
d. Storm sewer repair.
e. Culvert repair or replacement.
f. Franklin County shall not pave any private unpaved road

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h. Franklin County shall not re-pave any private paved road.
i. Road grading.

4.6: All costs of the requested repair/maintenance shall be paid in full prior to the commencement of work. All payment shall be made payable to the Franklin County Board of County Commissioners. Cash payments shall not be allowed.

4.7: Franklin County shall not either mediate or negotiate between private property owners concerning participation in this Program.

4.8: The fees for participation in this program shall be based on the following:

a. $25.00 per hour for Equipment Operator I.
b. $30.00 per hour for Equipment Operator II.
c. $50.00 per 18 cubic yard of dirt from the county owned pit.
d. Actual cost for aggregrate materials, limerock, dolomite or similar earthen material.

4.8.1 Franklin County may by motion at any public meeting without notice change the fees charged by this ordinance.

4.9 : No repair or maintenance shall exceed $1,000.00 for any single repair and/or maintenance request of a single homeowner per fiscal year or, alternatively, all such requests for repair or maintenance of a road within one neighborhood or subdivision shall not exceed $5,000.00, per fiscal year (October 1 through September 30).

4.10: Approval and scheduling of all requests shall be contingent upon the availability of county resources, with Franklin County owned and maintained roads taking priority over private road/driveway requests.

4.11: Upon completion of the request, the private property owner shall be solely responsible for all future maintenance of the road/driveway or other work performed by Franklin County. Franklin County shall not in manner assume any responsibility for future maintenance.

5.0: Severability: If any part or portion of this ordinance shall be found to be unenforceable, then it shall be amended to remove the objectionable part or portion. If such part or portion thereof cannot be so amended, then it shall be stricken and the remainder shall remain in full force and affect.

6.0: Effective Date: This ordinance shall take effect in accordance with Florida law.

Franklin County, a political subdivision of the State of Florida

BY: _____
Ricky D. Jones, Its Chairman

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Attest:

_____

Michele Maxwell, Clerk

Dated: _____, 2021.

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Deleted: Marcia M. Johnson

Approved as to Form:

By: _____
Thomas M. Shuler, County Attorney

Material

Lime rock $466 per 18 cubic yards

Milled Asphalt $700 per 18 cubic yards

Cold Mix $900 for 8 cubic yards

Black Dirt $190 for 18 cubic yards

Yellow Sand $211 per 18 cubic yards

Laborer's

Equipment Operator	$23.19 p/hour average cost for employee including fringe benefits
Dump Truck Driver	$23.07 p/hour average cost for employee including fringe benefits
Flagger	$25.48 p/hour average cost for employee including fringe benefits

Equipment

Dump Truck	$77.50 per hour
Grader	$63.63 per hour
Tractor w/ box drag	$37.38 per hour
Ford F-150	$12.78 per hour

(Equipment rates are calculated using FEMA current equipment rates)

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

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Mailing Address:
34-4th Street
Apalachicola, FL 32320

April 19, 2021

To: Franklin County Board of County Commissioners

From: Thomas M. Shuler, County Attorney

Re: April 20, 2021 Meeting

Informational Supplement to April 20, 2021 Report

1. E911 DataMark Contracts

On March 16, 2021, the board approved several 911 related contract subject to my review. I found several provisions to be unfair to Franklin County, but the regional service provider has indicated that it will not make any meaningful change to the following provisions:

a. Foreign corporation requiring indemnification from local governments. *¶9.4.1, software agreement.*
b. Foreign corporation doing business in NW Florida requiring its contract be governed by foreign law. *¶11.15, software agreement.*
c. Foreign corporation doing business in NW Florida requiring venue for any dispute to be in the foreign jurisdiction. *¶11.15, software agreement*.

Whoever was responsible for selecting this regional provider did us no favors. The choice is either knuckle under or miss out entirely on a $35 million dollar regional 911 grant. I do not recommend such terms, but there did not seem to be much choice, so the county has signed the agreements and sent them in.

2. Taul Development, LLC letter:

See the attached letter. It speaks for itself.

Sincerely,

Thomas M. Shuler

Enc: as stated

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

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34-4th Street
Apalachicola, FL 32320

April 19, 2021

Taul Development LLC
2912 Ivanhoe Road
Tallahassee, FL 32312

Taul Development LLC
1732 Magnolia Road
St. George Island, FL 32328

Re: Your April 16, 2021 phone call to me
1732 Magnolia Road, SGI
Alleged failure to inspect roof

Dear Mr. Taul:

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

On April 16, 2021, you called me and alleged that Franklin County failed to inspect the roof on your property located at 1732 Magnolia Road, St. George Island, Florida. You stated that you were on-site 100% of the time and that you knew for a fact that the roof was not inspected by Mr. Millender and that you therefore had a problem with an inspection report reflecting that two roof inspections occurred; that your roof was damaged and leaking because of a failure by Franklin County to properly inspect, or words to that effect.

On April 16, 2021, I spoke with Mr. Steve Paterson in the building department about your allegations. Mr. Paterson informs me that he personally performed both the mid-term and the final roof inspections for 1732 Magnolia Road and that the roof passed both inspections.

Your statements to me concerning the roofer's refusal to honor the roof warranty is not a county issue.

Unless you have further information to provide, this concludes my review of your allegation.

Respectfully Submitted,

Thomas M. Shuler

Thomas M. Shuler