



Board of County Commissioners - Regular Meeting

Tuesday, May 3, 2022 at 9:00 am

**34 Forbes Street, COURTHOUSE ANNEX, COMMISSION
MEETING ROOM**

*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

The general public is welcomed in the commission meeting room for regular meetings, however, the Board of County Commissioners encourages the continued use of the livestream link or 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. You do not need a Facebook account to view Facebook live. The livestream feed will promptly start 5 minutes before the meeting commences. Those wanting to participate virtually 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 option 3 or 2 for assistance.

To join Zoom via computer, use the link <https://us06web.zoom.us/j/85088997713> 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 (850 8899 7713#). All attendees are muted by default.

If you would like to speak during the meeting in-person or via Zoom, you are required to 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.

1. Call to Order

2. Prayer and Pledge

3. Approval of Minutes

4. Payment of County Bills

5. Awards and Recognitions

a. Weems CEO - David Walker - Hospital Week Proclamation

6. 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.

Constitutional Officers

7. Superintendent of Schools - Mr. Steve Lanier - 1/2 Cent Sales Tax

Department Directors Reports

8. Superintendent of Roads and Bridges - Howard Nabors

Informational Item

9. Solid Waste Director - Fonda Davis

10. Emergency Management Director - Pam Brownell

Informational Items

11. Extension Office Director - Erik Lovestrand

Informational Items

12. Library Director - Whitney Roundtree

Informational Items

Other Reports

13. Zoning Administrator - Cortni Bankston - PZA Appointment

14. Interim Airport Manager - Ted Mosteller

Informational Items

Presentations and Requests

15. Eastpoint Water and Sewer District Administrator - Mr. Billy Fuentes - Letter of Support

16. PanCare - Justin Perse - Starting Point Program

Time Certain Items

17. Alligator Point Water Resources District - Referendum 10:30 a.m. (ET)

18. Franklin County/City of Carrabelle Temporary Fire & Rescue Service Agreement 10:45 a.m. (ET)

Public Hearings

19. Adoption of a County Ordinance - Code Enforcement 11:00 a.m. (ET)

AN ORDINANCE OF FRANKLIN COUNTY, FLORIDA THAT ADOPTS THE PROCEDURES AND PENALTIES OF FLORIDA STATUTES CHAPTER 162 FOR THE ENFORCEMENT OF FRANKLIN COUNTY CODES AND ORDINANCES AND THAT DESIGNATES A SPECIAL MAGISTRATE; PROVIDING FOR EFFECTIVE DATE.

Click [here](#) to view the Notice of Intent and Draft Ordinance.

RFP/RFQ/Bid Opening

20. St. George Island Fishing Pier Road Repairs - Sealed Bids

Project is located at the St. George Island Fishing Pier Road in Franklin County, Florida and consists of replacing rip-rap, repairing guardrail and ribbon curb, and patching the asphalt roadway due to the storm damage.

Click [here](#) to view the Notice to Receive Sealed Bids.

21. Apalachicola Regional Airport Apron Rehabilitation - Sealed Bids

CONCRETE PAVEMENT REPLACEMENT, CRACK REPAIR, AND JOINT SEAL REMOVAL AND REPLACEMENT.

Click [here](#) to view the Notice to Receive Sealed Bids.

County Staff & Attorney Reports

22. Fiscal Manager/Grants Coordinator - Erin Griffith

a. Action Item: RESTORE St. George Island Storm Water Project No-Cost Time Extension to Treasury

b. Action Item: SCOP Widen & Resurface CR30A - Revised CEI Contract with Southeastern Consulting Engineers for new scope

c. Action Item: FEMA C30 Washout Repairs Project - No-Cost Time Extension Change Order for Pigott Construction

- d. **Action Item: E911 Grant Application - Ratification of Chairman's Signature**
 - e. **Action Item: Armory Sprinkler System Project - Reduce Scope and bid, match funding request**
 - f. **Action Item: Budget Request Letter - Instructions from the Board and DRAFT Letter**
 - g. **Informational Item: Miscellaneous Project Updates**
- 23. County Coordinator - Michael Morón**
- a. **Action Item: Airport PAPI Lights Repair**
 - b. **Action Item: Airport Grants Extension & Resolutions**
 - c. **Discussion/Action Item: Airport Inspection Update**
 - d. **Discussion/Action Item: Economic Development**
 - e. **Informational Item: HB 53 Update**
 - f. **Informational Item: Northwest Florida Water Management Meeting**
- 24. County Attorney - Michael Shuler**
- a. **Action Item: Code Enforcement Ordinance**
 - b. **Action Item: Lanark Village Volunteer Fire Department**
 - c. **Action Item: Possible Adoption of Emergency Ordinance for Temporary Burn Ban in the Lanark St. James Fire Protection and Rescue Service Unit**
 - d. **Action Item: Interlocal Agreement between Franklin County and the City of Carrabelle**
 - e. **Informational Item: April 21, 2022 letter to the Lanark St. James Volunteer Fire Department Inc.**
 - f. **Informational Item: April 28, 2022 title opinion letter to Chairman Jones Regarding Airport Boundary Change**
 - g. **Informational Item: Interlocal Agreement between City of Apalachicola and Franklin County**
 - h. **Informational Item: A copy of the Final Judgement in favor of Franklin County in the case against the Long Trust**
 - i. **Informational Item: A copy of the Final Judgement in favor of Franklin County in the case against Kenny Reeder**
 - j. **Informational Item: A copy of a demand letter to the Bassett's to cease clearance of a 8 foot wide public beach access owned by Franklin County**

Commissioners' Comments & Adjournment

25. Commissioners' Comments

26. Adjournment

In accordance with Section 286.0105, Florida Statutes, 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.

**FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING
COURTHOUSE ANNEX, COMMISSION MEETING ROOM
APRIL 19, 2022
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, and Jessica Gay-Deputy Clerk to the Board

1) Call To Order

Chairman Jones called the meeting order.

2) Prayer and Pledge

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

3) Approval of Minutes

a) FCBCC Regular Meeting 4/5/2022

Chairman Jones requested a sentence be omitted from page 16 regarding the Weems grant, it says "Ms. Butterfield said this project was funded a couple of years ago." Please delete that sentence.

On a motion by Commissioner Parrish, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, the Board approved the minutes from the FCBCC Regular Meeting 4/5/2022 with changes as stated by Chairman Jones. Motion carried 5-0.

4) Payment of County Bills

On a motion by Commissioner Ward, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, the Board approved the payment of County Bills. Motion carried 5-0.

5) Awards and Recognitions

- a. Public Safety Telecommunication Week Proclamation – Renee Brannan – Sheriff's Office

In recognition of Public Safety Telecommunication Week, Mrs. Brannan read the following proclamation for the Board's ratification.

FRANKLIN COUNTY
PUBLIC SAFETY TELECOMMUNICATORS WEEK
APRIL 10-16, 2022

WHEREAS emergencies that require law enforcement, fire, or emergency medical services can occur at any time; and

WHEREAS the prompt response of law enforcement officers, firefighters, and emergency medical personnel is critical to the protection of life and preservation of property when an emergency occurs; and

WHEREAS the safety of our law enforcement officers, firefighters, and emergency medical personnel are dependent upon the quality and accuracy of information obtained from citizens by communication with the Franklin County Dispatch Center; and

WHEREAS Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and

WHEREAS Public Safety Telecommunicators provide a vital link for our law enforcement officers, firefighters, and emergency medical personnel by monitoring their activities by radio, providing them information, and ensuring their safety; and

WHEREAS Public Safety Telecommunicators in Franklin County, Florida, have contributed substantially to the apprehension of criminals, suppression of fires, and treatment of patients; and

WHEREAS Public Safety Telecommunicators have exhibited compassion, understanding, and professionalism during the performance of their job in the past year; and

NOW THEREFORE BE IT PROCLAIMED THAT the Board of County Commissioners of Franklin County, Florida in regular session, duly assembled, in recognition of this event does hereby proclaim April 10-16, 2022, to be National Public Safety Telecommunicators Week in Franklin County, Florida, in honor of the men and women whose diligence and professionalism keep our community and citizens safe.

On a motion by Commissioner Ward, seconded by Commissioner Boldt and Commissioner Lockley, and by a unanimous vote of the Board present, the Board ratified the Public Safety Telecommunication Week Proclamation. Motion carried 5-0.

Commissioner Ward extended her thanks to the dispatch department. Commissioner Boldt said he would like to publicly express how special this department is. Commissioner Lockley told them to keep up the good work. Chairman Jones noted that the dispatch department also works with other

emergency services in the county. Mrs. Brannan said the department's motto is 'You tell us your worst and we are going to send you are best.' **Motion carried 5-0.**

Chairman Jones said that he had spoken with Waylon Register and Ashley from the Corps. They were both very helpful. He said they confirmed to him that once they have held the preconstruction meeting, the actual dredging will begin within seven days. He said that he did bring up the issue of it nearing hurricane season and last year they slowed it down because of hurricane season. He said that they did not have that luxury anymore and if they stopped due to hurricane season over half of their jobs would be stopped.

6) Public Comments

Mr. Forest Pressnell from Arizona Street spoke to the Board regarding the volunteer fire department. He said that we have a disaster with our volunteer fire department, and they need help from the Board with an emergency order from a judge. He said that he thinks the MSBU funds should be put in a reserve in the event Carrabelle has to respond because they are going to need these funds to rebuild the department.

Mr. Chris Crosby said that he has reached out to David on two separate occasions and received no response. He said that he attended the last fire department meeting, and there was a no-show. He said that he is a firefighter certified through Ocala. He said he will do whatever he can do to help them. He said he has been informed there is a fire chief that is willing to come in and help.

Mr. James Putnal thanked the Board for having him today. He provided the Board with copies of the 2020-21 Florida Statutes regarding corporations. He indicated that there was physical sickness within the board and believes this justifies an emergency situation. He asked the Board to read the statutes before making any decisions. He said that a group of people has pushed the current board to the point of the issues that are going on now. Commissioner Lockley asked if it was the chief that was sick. Mr. Putnal said yes, but that he cannot disclose any further information regarding his condition. Commissioner Ward said that she would pray for him and his health. However, she believes a call back letting someone know what is going on would have been appropriate.

Commissioner Boldt said there is a process, and we are looking at the control of MSBU funds and how to facilitate a backup fire department temporarily. He said that we are on top of it but that it is a process. He assured the public that the Board is looking at this very seriously. He said some of the issues are from years ago when an audit showed financial concerns for the fire department. He said that this did not happen overnight.

Ms. Debi Jordan said that she would like to get a copy of the bylaws. She said that for the last three months there should have been meetings and that there are other calls other than March 2 requests that were not responded to. She said that the last they knew, there was around \$124,000 in the volunteer fire department's account. She asked the Board when the emergency order will be

submitted to the judge. She thanked the Board for their time.

Constitutional Officers

7) Clerk of Courts – Michele Maxwell – Report

Clerk Maxwell had nothing to report to the Board at this time.

Department Directors Reports

8) Superintendent of Roads and Bridges – Howard Nabors

Mr. Nabors reported they had started cutting the grass this morning. He said that they had no inmates on Thursday and none today. Commissioner Ward said that there was a car that ran into the fencing at Vrooman Park, and she was going to talk to him about putting something up, like some barrier of some kind. She said that it was on Avenue A. Mr. Nabors said that he can put something up there. Mr. Nabors spoke on the big boulders at Alligator Point, he noted that the area of the road is very narrow through there and a safety issue. Commissioner Boldt said he wanted to get a sign at the intersection of Ball Point and Alligator Drive. He said that he would like to amend the sign to say public beaches with an arrow, and that may potentially alleviate some of the overflows.

9) Mosquito Control Director – Dewitt Polous a. Update

Mr. Polous said that they have four total trucks with monitoring along with the old grizzly for stand-by. He said they are in the process of collecting some egg wraps. They will collect the eggs and send them to the lab to be tested against resistance. He said they have done this in the past and have had no resistance built up. He said they have started their tracking system and the numbers have been minimal. He said that they plan to begin spraying on the first of May. Commissioner Boldt complimented Mr. Polous on the technology of the lab. Mr. Polous said it has been a work in progress. He said the technology is there and is being used all around us. We are going to utilize all of that and are very thankful for our facility. Commissioner Parrish thanked Mr. Polous for coming in and updating the Board and the public, noting that he has already had calls about the mosquitos. Mr. Moron suggested having him come to the second meeting of every month in the event there are questions or suggestions from the Board.

10) Solid Waste Director – Fonda Davis a. Action Item: Equipment Purchase

Mr. Davis requested this item be tabled at this time. We are having trouble with it but hopefully, we can put it in next year's budget. Chairman Jones thanked Mr. Davis for his department's work

for the county. Commissioner Lockley inquired as to how much a new crematory cost. Mr. Davis said a new one is \$59,384.97 and to get the current one refurbished will be half of that and it won't be completely refurbished. Mr. Davis said we want to table this item because we are having trouble with one of our trucks. We have a new truck on order, but they don't know when it will be ready to be shipped due to shortages.

b. Informational Item (attached to agenda)

11) Emergency Management Director – Pam Brownell

Commissioner Lockley asked if they were storm ready. Mrs. Brownell said they were and hoped that the public is prepared also. Chairman Jones asked how the workshops have been going and if they have had good attendance. Mrs. Brownell said they have been successful and noted most offices have sent a representative.

Commissioner Lockley said that he wanted to ask Mr. Putnal some questions. Chairman Jones asked Attorney Shuler how they should proceed. Attorney Shuler noted that Mr. Moron will be bringing up MSBU in his report and it could be brought up then. Or if the Board chooses you can do it now. Chairman Jones asked Commissioner Lockley if he could wait until after the director's reports and he agreed.

12) Extension Office Director – Erik Lovestrand
Informational Items (attached to agenda)

Mr. Lovestrand had no action items for the Board.

Other Reports

13) TDC Administrator – John Solomon

a. Action Item: Repair of the Pavilion on Lafayette Park Pier

On a motion by Commissioner Ward, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, the Board approved the repair of the pavilion on the Lafayette Park Pier. Motion carried 5-0.

b. Action Item: Design and Construct a Dune Beach Walkover

The walkover will be between the Villas and the first residential home on the island. It is the last public access point in the island commercial district where the county has not yet installed a dune walkover.

On a motion by Commissioner Parrish, seconded by Commissioner Lockley, and by a unanimous vote of the Board present, the Board approved the design and construction of a dune beach walkover. Motion carried 5-0.

c. Informational Items

Mr. Solomon thanked the Board for their assistance in restriping the crosswalks in downtown Apalachicola.

Mr. Moron presented the following item from his report at this time.

f. Action Item: TDC Vendor Contracts Renewal

There was an oversight by the TDC Administrative office regarding the TDC Visitor Centers, Museums, and Vendors 2021-2022 contracts. It is standard practice to bring the contracts to a BOCC meeting for review and approval at the first meeting of the new fiscal year, however, once the 2021-22 budget was approved, the contracts were fully executed without your review and approval.

Board action to approve and ratify the Chairman's signature on the TDC Visitor Centers, Museums, and Vendors 2021-22 contracts.

On a motion by Commissioner Lockley, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, the Board approved and ratified the Chairman's signature on the TDC Visitor Centers, Museums, and Vendors 2021-22 contracts. Motion carried 5-0.

14) Interim Airport Manager – Ted Mosteller
a. Informational Items (attached to agenda)

Mr. Moron reminded the Board that Mr. Mosteller was attending an airport inspection today and was unable to attend the meeting.

Chairman Jones asked that Mr. Putnal come forward for Commissioner Lockley's questions. Commissioner Lockley said that we have a big problem over Lanark. Mr. Putnal said that he would agree. Commissioner Lockley said his main issue is the safety of the people. He said that he wanted to know if they have an assistant chief. Mr. Putnal said yes but she is also unable to respond. Commissioner Lockley asked if they had anyone over there that is a member of the VFD that could respond. Mr. Putnal said that they did until this group of women got with Commissioner Boldt. Commissioner Lockley said he is just trying to make sure someone is there to answer the fire calls. Mr. Putnal said he doesn't have the authority to speak on behalf of the chief. He said that from his standpoint they are working hard to find coverage. Commissioner Lockley asked Mr. Putnal if he thought that a visit from him would help resolve the issue. Commissioner Lockley asked him to get with the other members and set up a meeting. Mr. Putnal said he would get a date and time to

Commissioner Lockley. Chairman Jones noted that he believes Commissioner Lockley's main concern is that whoever is involved is going to be responding. Mr. Putnal said they do have active members that are trained and certified. Chairman Jones said that we need to know when dispatch calls, someone is responding. Mr. Putnal said this is one out of a million calls when Lanark hasn't responded and that things happen. Commissioner Boldt said that in district 2 you have my 100% support. Attorney Shuler asked Mr. Putnal if there are certified firefighters available and ready to answer the call. Mr. Putnal said they are available and ready, but the willing part is the issue. Attorney Shuler said what I have heard is there is no responder available, ready, and willing to answer the call. Mr. Putnal said every time they attend a fire, they have a crowd show up and blast them on Facebook. Commissioner Lockley said all he is trying to do is get clarity for the people.

Ms. Tonya Putnal said she is currently working with David and Michelle to find out when training is available for first responders. She said that with them not getting the MSBU funding she may have to pay out of pocket. Mr. Moron noted that the Board has not stopped the MSBU funds. We don't know how much money they have in their account. Ms. Putnal said there is still a treasury report. Mr. Moron said the basic question is if there is anyone to respond to, and I think the answer is no. Mr. Moron cautioned the Board of being accused of being one-sided or having a public hearing without being advertised. Commissioner Lockley said this needs to be fixed. Mr. Moron said if we want to fix it, have an emergency meeting. **Commissioner Boldt made a motion to hold an emergency meeting. Commissioner Lockley seconded the motion.**

Attorney Shuler said there is emergency service coverage by the City of Carrabelle. He said that Mr. Hartman started the process of drafting an interlocal agreement, and we are waiting on the draft to come in. There will be coverage provided. The board has to give 48-hour notice for an emergency meeting. I am not sure what you are going to accomplish. Having an emergency meeting to work out whatever is going on between the two groups, is not going to happen. I have been doing my due diligence to see what the appropriate remedy is to seek from the court. Without having first responders willing to respond, we don't have that authority.

Commissioner Lockley said he is talking about public safety. What if a fire happens in Carrabelle and one in Lanark Village at one time? Commissioner Boldt noted that this meeting would allow for all these people to come together, and he thinks we need to get the fire marshal to attend. Chairman Jones said they have responded to the county that they are not going to get involved in the volunteer fire departments. Chairman Jones asked what steps we are going to take at this meeting.

Commissioner Boldt said this would be a meeting for the Board to listen to the people. Commissioner Lockley said he is not getting in the middle of the Hatfield and McCoys. He said that he wanted someone to answer the calls should someone need them. All I want to do is provide public safety. Mr. Moron asked Commissioner Boldt what the results have been when the fire departments held their meetings. Commissioner Boldt said the meeting he attended was the Friends of Carrabelle, there was a lot of discussion about the equipment. How are we going to control the

funds going forward? Mr. Moron said there is clear animosity between the groups, and we should make sure we have a path for the safety of the people. Then we have some smaller groups with staff to mediate. If you bring the Hatfield and McCoys into the room, it is not going to bring a solution. Mr. Moron said he cannot demand the fire marshal's office to attend. Commissioner Parrish said the presentation's main goal is this is the governing board. That's all they say, they aren't going to give you recommendations on how to fix the problems. These fire departments are 501c, the main problem is there aren't any board members. We are not moving forward. We have been talking about this for months. The nucleus of the problem is you don't have a board to appoint other board members. Commissioner Boldt asked if the sheriff could be on call. Chairman Jones noted that we have a plan in place for temporary coverage and the sheriff's office doesn't have the staff or equipment to answer fire calls. Mr. Moron noted that we have a plan in place, and Carrabelle has agreed to cover. Commissioner Boldt said there is no leadership. Mr. Moron said these types of statements are what are causing these problems. Maybe Commissioner Lockley talks to one group and Commissioner Boldt talks to another group.

Commissioner Bolt said let's get the judge

Commissioner Boldt made a motion to bring the Hatfield and McCoys, the general public of St. James, and Lanark Village to discuss their concerns. Let us take notes and see where we are, I think the people need to be heard.

Chairman Jones said you are missing the criteria for a motion.

Commissioner Boldt said that he wanted a public hearing, perhaps it can be held later this week or earlier next week. Commissioner Ward noted for the record that she will not be available at either of those times. **Commissioner Lockley seconded.** Chairman Jones asked Commissioner Boldt to clarify his motion. **Commissioner Boldt made a motion to schedule a meeting this Friday afternoon at 1:30 P.M. for the public to come and express their concerns.** Chairman Jones said that he will have something to present to Mr. Moron outlining the proper order of meetings. **Commissioner Lockley seconded the motion.** Commissioner Boldt said that it will be standing room only and asked staff to get the fire marshal here too. Mr. Moron reiterated that he doesn't have the authority to demand a state agency attend a meeting.

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

The Board recessed at 10:20 a.m. and reconvened at 10:30 a.m.

Mrs. Griffith presented the following items from her report at this time.

RESTORE Project Update – SGI Storm Water Improvements: Formal request to FDOT for the county to assume maintenance of the retention bonds and streets at the ‘Y’ at the base of the causeway. County Attorney Michael Shuler has an item on his report related to this issue that can be discussed now.

I plan to ask the board to consider authorizing a letter to FDOT concerning its request that the county assumes ownership of Franklin Boulevard r/o/w in order to use the existing stormwater ponds for the SGI stormwater project the county is pursuing. Basically, I am told by the engineer that there is nowhere else for the stormwater on county r/o/w to go and FDOT has said/suggested that they think that instead of just tying into their existing stormwater ponds on Franklin Blvd., the county should take ownership of the whole state r/o/w on Franklin Blvd.

Consideration for the board: the state has not decided if they will give it to the county or want to sell it to the county.

Another consideration: if transferred, the state will take Franklin Blvd. off their 5-year plan because they no longer own it, i.e., the county would pave and maintain it. The good news is that I am also told that if transferred, the r/o/w will qualify for grant funding.

Attorney Shuler noted that FDOT would not clarify with Dewberry whether it would be a gift or purchase. They want an official request from the Board. Once they receive the request they will determine if they sell or donate the right of way. In order to move forward with the stormwater project, we must request the transfer of the right of way, and then wait to hear back from FDOT.

Mr. Baxley said the main point is that FDOT will not give us a definite answer whether this will be a deed over or a sale. In order to initiate the process, the county needs to request use, then a board will decide how the property will be deeded over. Chairman Jones said FDOT has this in the current five-year work plan, redesigning, and repaving, they would be saving \$700k by transferring to the county. These stormwater ponds are still going to be FDOT ponds. In lieu of the county performing the service for them, I think we need to discuss the county being compensated. Attorney Shuler said the roads would be available to qualify for SCOP and SCRAP. Chairman Jones said he is very thankful Hickory Dip is on the work plan this year, but it has been requested for 6 six years.

On a motion by Commissioner Boldt, seconded by Commissioner Ward, to authorize a letter to FDOT concerning its request that the county assumes ownership of Franklin Boulevard r/o/w in order to use the existing stormwater ponds for the SGI stormwater project the county is pursuing. Commissioner Lockley said every time the state gets tired of maintaining what they have they want to give it to us. Motion carried 4-1, Commissioner Lockley opposed.

Planning and Zoning Adjustment Board Report

15) Variance Requests

a. 832 East Gorrie Drive

Consideration of a request for a variance to encroach 1.03 feet into the front 25' setback to accommodate two 36" landings outside of the entryways as required by the current Building Code. The property is described as 832 East Gorrie Drive, Block C, Lot 5, Unit 2, St. George Island, Franklin County, Florida. Request submitted by Wes Brown, the applicant. Planning & Zoning Adjustment Board recommended approval.

On a motion by Commissioner Parrish, seconded by Commissioner Ward, and by a unanimous vote of the Board present, the Board approved the request for a variance to encroach 1.03 feet into the front 25' setback to accommodate two 36" landings outside of the entryways as required by the current Building Code. The property is described as 832 East Gorrie Drive, Block C, Lot 5, Unit 2, St. George Island, Franklin County, Florida. Motion carried 5-0.

16) Critical Shoreline Applications

a. 283 Magnolia Bay Drive

Consideration of a request to construct a 538 sq ft Single Family Dock with a 248'x4' access walkway and a 26'x6' terminus, located at 283 Magnolia Bay Drive, Lot 25, Block B, Magnolia Bay, Franklin County, Florida. Request submitted by Garlick Environmental, agent for Tim Alexander, applicant. The application would be contingent upon State and Federal Permits. There was a correction by the Agent, it will be a 1,376 sq ft dock proposed. The Planning & Zoning Adjustment Board recommended approval contingent upon State and Federal Permits.

On a motion by Commissioner Ward, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, the Board approved the request to construct a 538 sq ft Single Family Dock with a 248'x4' access walkway and a 26'x6' terminus, located at 283 Magnolia Bay Drive, Lot 25, Block B, Magnolia Bay, Franklin County, Florida. Motion carried 5-0.

b. 518 River Road

Consideration of a request to construct an 845 sq ft single-family dock consisting of a 9'x5' access walkway, a 23'x8' Terminus, a 42'x5' Boardwalk, and a 32'x8' Boardwalk with a 15'x10' platform, located at 518 River Road, Carrabelle, Franklin County, Florida. Request submitted by Garlick Environmental, agent for Mike Audette, applicant. State and Federal Permits have been received. Planning & Zoning Adjustment Board recommended approval.

On a motion by Commissioner Ward, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, the Board approved the request to construct an 845 sq ft single-family dock consisting of a 9'x5' access walkway, a 23'x8' Terminus, a 42'x5' Boardwalk, and a 32'x8' Boardwalk with a 15'x10' platform, located at 518 River Road, Carrabelle, Franklin County, Florida. Motion carried 5-0.

c. 1583 Alligator Drive

Consideration of a request to add a 12'x25' Roof over existing boat slip, a 17'x47' roof over existing boat slip, and an addition of two (2) 2'x23 catwalks located at 1583 Alligator Drive, Alligator Point, Franklin County, Florida. Request submitted by Megan Roufa, agent for RFT Asset Management LLC, applicant. State and Federal Permits have been received. Planning & Zoning Adjustment Board recommended approval.

On a motion by Commissioner Boldt, seconded by Commissioner Ward, and by a unanimous vote of the Board present, the Board approved the request to add a 12'x25' Roof over existing boat slip, a 17'x47' roof over existing boat slip, and an addition of two (2) 2'x23 catwalks located at 1583 Alligator Drive, Alligator Point, Franklin County, Florida. Motion carried 5-0.

d. 1931 Indian Harbor Road

Consideration of a request to construct an 836 sq ft single-family dock consisting of a 170'x4' access walkway, a 26'x6' terminus, and three (3) pilings placed 10' from the terminus located at 1931 Indian Harbor Road, St. George Island, Franklin County, Florida. Request submitted by Garlick Environmental, agent for Tim Reilly (Sazerac, LLC) applicant. The applicant would be contingent upon State and Federal Permits. Planning & Zoning Adjustment Board recommended approval

On a motion by Commissioner Ward, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, the Board approved the request to construct an 836 sq ft single-family dock consisting of a 170'x4' access walkway, a 26'x6' terminus, and three (3) pilings placed 10' from terminus located at 1931 Indian Harbor Road, St. George Island, Franklin County, Florida. Motion carried 5-0.

17) Re-Zoning & Land Use Change Applications

a. 1 Wildflower Lane

Consideration of a request to change the zoning of a 5-acre parcel of land at 1 Wildflower Lane, Apalachicola, Franklin County, Florida from R-3 Single Family Estate Residential to R-2 Single Family Mobile Home. Request submitted by Donnie and Donna Crum, applicants. Planning & Zoning Adjustment recommended approval for Public Hearing

On a motion by Commissioner Parrish, seconded by Commissioner Lockley, and by a unanimous vote of the Board present, the Board approved a public hearing on a request to change the zoning of a 5-acre parcel of land at 1 Wildflower Lane, Apalachicola, Franklin County, Florida from R-3 Single Family Estate Residential to R-2 Single Family Mobile Home. Motion carried 5-0.

b. 959 US Highway 98

Consideration of a request to change the zoning of a 3-acre parcel located at 959 US Highway 98,

Eastpoint, Franklin County, Florida from R-1 Single Family Residential and R-4 Single Family Home Industry to Z-1 Public Facilities to put the current building into compliance. Request submitted by Franklin County, Florida. Planning & Zoning Board recommended approval for Public Hearing

On a motion by Commissioner Lockley, seconded by Commissioner Ward, and by a unanimous vote of the Board present, the Board approved a public hearing on a request to change the zoning of a 3-acre parcel located at 959 US Highway 98, Eastpoint, Franklin County, Florida from R-1 Single Family Residential and R-4 Single Family Home Industry to Z-1 Public Facilities to put the current building into compliance. Motion carried 5-0.

Mrs. Griffith presented the following items from her report at this time.

a. BOARD ACTION: SCOP Timber Island Road Change Order & Supplemental Agreement

The original project scope of the .9-mile SCOP Timber Island Road Project included the widening and resurfacing of the existing roadway from 20' to 24', the addition of 6' grassed shoulders, drainage improvements, and additional guardrails, upgraded signage, and pavement markings. The project engineers are recommending a change order to include the addition of 55 linear feet of concrete traffic bridge-railing and retrofit of the vertical face to cover items noted as out of compliance in the last bridge inspection. The attached change order will bring the guardrail on the bridge into compliance with FDOT standards and cost an additional \$35,000. The change order will also extend the time for substantial completion to May 6th, 2022. The attached change order for \$35,000 to Pigott Construction has been reviewed by FDOT and the cost of the additional scope will be funded by the attached supplemental grant agreement for the project.

Board action to adopt the attached resolution of authorization, approve the supplemental funding agreement for the additional \$35,000 and approve the change order for Pigott Construction for the addition of the bridge railings and support.

RESOLUTION
OF AUTHORIZATION
FRANKLIN COUNTY
BOARD OF COUNTY COMMISSIONERS

WHEREAS, the Florida Department of Transportation has awarded the Franklin County Board of County Commissioners funding from the Small County Outreach Program for the survey, design, permitting, and construction of the Timber Island Road Paving Project (Financial Project Number 446636-1-54-01), and

WHEREAS it is necessary to add additional construction to the project to accommodate proper safety measures, and

WHEREAS, this additional construction will involve additional costs, and

WHEREAS, The Florida Department of Transportation has proposed a Supplemental Agreement No. 2 to raise the grant award by \$35,000.00 to cover these additional costs, for a new total grant award of \$929,596.00,

NOW, THEREFORE, BE IT RESOLVED BY THE FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS, that they approve of and authorize the Chairman to sign the Supplemental Agreement No. 2 to the Timber Island Road Paving Project (Financial Project Number 446636-1-54-01) to increase the total grant amount to \$929,596.00.

On a motion by Commissioner Ward, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, the Board adopted the attached resolution of authorization, approved the supplemental funding agreement for the additional \$35,000, and approved the change order for Pigott Construction for the addition of the bridge railings and support. Commissioner Boldt noted that there is a significant bump in the road. Mrs. Griffith said she will be happy to ask the engineers about that. **Motion carried 5-0.**

b. BOARD ACTION: Notice of Award / Sheriff's Message Boards

At the last meeting, the Board opened sealed bids for two 4x8 message boards on self-contained trailers with solar panels, Wi-Fi modems, and remote programming. Bidders were to provide a full description of the products, specifications, any pertinent brochures, or manufacturer material along with a price for the requested equipment. Upon review, of the five bids received from Safety Zone Specialists, United Rentals, Transportation Solution & Lighting, Universal Signs & Accessories, and Dana Safety Supply, two bids, Universal Signs & Accessories and Safety Zone Specialists did not include the requested full description of the products with specifications or manufacturer material in addition to the price. The bids were released to the Sheriff's Department and as the incomplete bids will be rejected, the next lowest-responsive bid was determined to be Dana Safety Supply at \$31,524.58.

Board action to reject the incomplete bids from Universal Signs & Accessories and Safety Zone Specialists and to issue the attached notice of award and subsequent purchase order to the lowest, responsive bidder Dana Safety Supply.

On a motion by Commissioner Ward, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, the Board rejected the incomplete bids from Universal Signs & Accessories and Safety Zone Specialists and issued the attached notice of award and subsequent purchase order to the lowest, responsive bidder Dana Safety Supply. Motion carried 5-0.

Attorney Shuler asked if Mrs. Griffith made a record of how they were incomplete. She said they did not provide any specifications or product descriptions in their responses. Commissioner

Lockley asked if we would reach out to each bidder to let them know. Mrs. Griffith said we will post the award on the website, but we don't typically contact each bidder.

c. **BOARD ACTION: CDBG-MIT General Infrastructure Grant Program Hurricane Michael – County Project Applications Task Order for Management Experts**

As reported at your last meeting, the Florida Department of Economic Opportunity (DEO) announced it is accepting project applications through June from the eight communities impacted by Hurricane Michael for the state's Rebuild Florida Mitigation General Infrastructure Program to increase community resilience and fortify critical facilities. Consultant Traci Buzbee of Management Experts has been assisting the county in vetting possible projects for this grant program. The attached task order with Management Experts will allow Ms. Buzbee to complete and submit the grant applications on behalf of the county at a contracted rate of \$90 per hour. Should a grant be awarded, Management Experts would receive the \$90 per hour up to the eligible 5% fee for administrative expenses and management of the agreement. At this time there are (4) possible county projects: Construction Funds for a New Emergency Operations Center, the replacement of the windows at Weems Memorial Hospital, the roof replacement and structural sealant of the County Courthouse, and improvements at the Franklin County Jail. This list may change as projects are vetted with Rebuild Florida.

Board action to approve and authorize the chairman to sign the CDBG-MIT Task Order with Management Experts.

On a motion by Commissioner Boldt, seconded by Commissioner Lockley, and by a unanimous vote of the Board present, the Board approved and authorized the Chairman to sign the CDBG-MIT Task Order with Management Experts. Motion carried 5-0.

d. **BOARD ACTION: Army Corp Permit for Old Ferry Dock Boat Ramp Improvements**
In July of 2020, the design funded by the FWC Boating Improvement Program was complete for the improvements at the Old Ferry Dock Boat Ramp. The project design and permit include the removal of the existing 204 linear feet of concrete seawall/breakwater around the existing basin, the removal of the existing 12'x19' concrete ramp, riprap, and sediment, and the replacement of the seawall/breakwater with 219 linear feet of steel sheet pile with a concrete cap, the construction of (2) 20'x 43' concrete boat ramps and construction of a 4'x51' finger pier between the ramps. The county received the attached permit last week nearly two years after the application was submitted to the Army Corp of Engineers. Once the permit is signed, the county can proceed with a grant application for construction costs.

Board action to sign the attached Army Corp permit for the Improvements at the Old Ferry Dock Boat Ramp.

On a motion by Commissioner Boldt, seconded by Commissioner Ward, and by a unanimous vote of the Board present, the Board authorized the Chairman to sign the attached Army

Corp permit for the Improvements at the Old Ferry Dock Boat Ramp.

Commissioner Boldt asked if there were any hitching posts that could be embedded in this project. Chairman Jones said there will be a ramp double width with four feet wide fifty-one feet finger pier in the middle of the ramp. Commissioner Ward said she has been contacted about the deterioration of this ramp. She wanted to let the public know that a request to the Army of Corps of Engineers was sent over two years ago and we are just getting it to this stage. It is not necessarily our timing but the timing of the federal government and others. Commissioner Boldt said that is the reason we have added the information portion to the website to keep the public informed. Chairman Jones asked Mrs. Griffith to express his gratitude to Mr. Kennedy for his work on this project. **Motion carried 5-0.**

e. **BOARD ACTION: SCOP C30A Improvements – Construction Contract with Roberts & Roberts**

At the March 15, 2022, meeting, a notice of award was issued to the lowest responsive bidder Roberts and Roberts, Inc. for alternate bid 'A' for 3.466 miles of widening and resurfacing of C30A starting at Thirteen Mile and running eastwards towards Highway 98 in the amount of \$3,445,863.82. The construction contract is attached.

Board action to approve and authorize the Chairman to sign the attached construction contract with Roberts and Roberts, Inc. for the SCOP C30A Improvements Project.

On a motion by Commissioner Parrish, seconded by Commissioner Ward, and by a unanimous vote of the Board present, the Board approved and authorized the Chairman to sign the attached construction contract with Roberts and Roberts, Inc. for the SCOP C30A Improvements Project. Motion carried 5-0.

The Board moved to the Public Hearing at this time.

Public Hearings 11:00 a.m. (ET)

18) Golf Cart Ordinance 11:00 a.m. (ET)

AN ORDINANCE AMENDING ORDINANCE 08-01, THE ST. GEORGE ISLAND GOLF CART ORDINANCE, AND ORDINANCE 13-02, THE EASTPOINT GOLF CART ORDINANCE, TO PROVIDE THAT GOLF CARTS MAY NOT BE OPERATED ON PUBLIC ROADS OR STREETS BY ANY PERSON UNDER THE AGE OF 14 AND THAT, PURSUANT TO S.316.212(9), FLORIDA STATUTES, (2020), AS AMENDED, A VIOLATION OF ORDINANCES 08-01 AND 13-02, IS PUNISHABLE AS A NON-CRIMINAL TRAFFIC INFRACTION AS PROVIDED BY CH. 318, FLORIDA STATUTES, ONLY; EXCEPT AS AMENDED ORDINANCES 08-01 AND 13-02 SHALL REMAIN IN FULL FORCE AND EFFECT, PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Attorney Shuler announced that this was a public hearing for the Board to consider making some amendments to the golf cart ordinance. He said there was an issue as to whether or not the appropriate enforcement should be an ordinance violation or a traffic citation. He said that one of the things he had done was to strip out the county-level enforcement, by proposing that the Board remove the drivers' license permit requirement and reduce the driving age to 14 to comply with state law. Attorney Shuler said that after further consideration, he recommends that the Board leave the driver's license and age requirement as is. The only change to the ordinance would be clarifying that the penalty for violation would be a uniform traffic citation and not an ordinance violation.

Penalty: Pursuant to s. 316.212(9), Florida Statutes, as amended from time to time, any violation of the provisions of Ordinance 08-01, the St. George Island Golf Cart Ordinance, or Ordinance 13-02, the Eastpoint Golf Cart Ordinance, is punishable as a noncriminal traffic infraction as provided by Chapter 318, Florida Statutes, only.

Commissioner Ward confirmed that Attorney Shuler is recommending that we change it back so that golf cart drivers are required to be 16 years or older and a licensed driver. Attorney Shuler confirmed that the operator must be 16 or over and be a licensed driver. Commissioner Boldt and Commissioner Lockley asked about other parts of the county. Attorney Shuler noted the Board in the past has done safety analysis on Alligator Drive and Bluff Road, the outcome of those locations was a recommendation not to allow golf carts in that area without reducing the speed to 15 mph. Mr. Moron said that Sgt Jim Ward wanted to be here, but he had a deposition to attend. He will try to come back over in the event you have any questions. Chairman Jones called for public comments.

Ms. Butterfield thanked Attorney Shuler for changing the age of the golf cart operators to 16. Chairman Jones said Ms. Gail Riegelmayer asked him to read the following into the record.

Hello commissioners, Michael M., and Michael S.

Due to having to work, I will be unable to attend next week's Public Hearing about possibly changing SGI's and Eastpoint's Golf Cart ordinances. Therefore, I am sending this email to have my voice heard. My request is that the County and Sheriff Departments' existing ordinances continue to read that only individuals with a valid driver's license can operate a golf cart. Changing it to 14-year-olds would be a disaster and run the risk of someone(s) getting badly hurt or worse, killed. We've already experienced an ADULT getting killed in a golf cart accident on SGI. We don't want anyone else to get injured or killed. Chairman Jones said we are amending the ordinance to clarify the penalty for violation would be a uniform traffic citation and not an ordinance violation.

On a motion by Commissioner Ward, seconded by Commissioner Parrish, and by a unanimous vote of the Board present, the Board approved the revised Golf Cart Ordinance providing that the only penalty for the violation of the ordinance is a uniform traffic citation penalty and not a county ordinance violation. Motion carried 5-0.

County Staff & Attorney Reports

19) Fiscal Manager/Grants Coordinator – Erin Griffith

a. BOARD ACTION: SCOP Timber Island Road Change Order & Supplemental Agreement

The original project scope of the .9-mile SCOP Timber Island Road Project included the widening and resurfacing of the existing roadway from 20' to 24', the addition of 6' grassed shoulders, drainage improvements, and additional guardrails, upgraded signage, and pavement markings. The project engineers are recommending a change order to include the addition of 55 linear feet of concrete traffic bridge-railing and retrofit of the vertical face to cover items noted as out of compliance in the last bridge inspection. The attached change order will bring the guardrail on the bridge into compliance with FDOT standards and cost an additional \$35,000. The change order will also extend the time for substantial completion to May 6th, 2022. The attached change order for \$35,000 to Pigott Construction has been reviewed by FDOT and the cost of the additional scope will be funded by the attached supplemental grant agreement for the project.

Board action to adopt the attached resolution of authorization, approve the supplemental funding agreement for the additional \$35,000 and approve the change order for Pigott Construction for the addition of the bridge railings and support.

Item addressed earlier in the meeting.

b. BOARD ACTION: Notice of Award / Sheriff's Message Boards

At the last meeting, the Board opened sealed bids for two 4x8 message boards on self-contained trailers with solar panels, Wi-Fi modems, and remote programming. Bidders were to provide a full description of the products, specifications, any pertinent brochures, or manufacturer material along with a price for the requested equipment. Upon review, of the five bids received from Safety Zone Specialists, United Rentals, Transportation Solution & Lighting, Universal Signs & Accessories, and Dana Safety Supply, two bids, Universal Signs & Accessories and Safety Zone Specialists did not include the requested full description of the products with specifications or manufacturer material in addition to the price. The bids were released to the Sheriff's Department and as the incomplete bids will be rejected, the next lowest-responsive bid was determined to be Dana Safety Supply at \$31,524.58.

Board action to reject the incomplete bids from Universal Signs & Accessories and Safety Zone Specialists and to issue the attached notice of award and subsequent purchase order to the lowest, responsive bidder Dana Safety Supply.

Item addressed earlier in the meeting.

c. BOARD ACTION: CDBG-MIT General Infrastructure Grant Program Hurricane Michael – County Project Applications Task Order for Management Experts

As reported at your last meeting, the Florida Department of Economic Opportunity (DEO) announced it is accepting project applications through June from the eight communities impacted by Hurricane Michael for the state's Rebuild Florida Mitigation General Infrastructure Program to increase community resilience and fortify critical facilities. Consultant Traci Buzbee of Management Experts has been assisting the county in vetting projects for this grant program. The attached task order with Management Experts will allow Ms. Buzbee to complete and submit the grant applications on behalf of the county at a contracted rate of \$90 per hour. Should a grant be awarded, Management Experts would receive the \$90 per hour up to the eligible 5% fee for administrative expenses and management of the agreement. At this time there are (4) county projects: Construction Funds for a New Emergency Operations Center, the replacement of the windows at Weems Memorial Hospital, the roof replacement and structural sealant of the County Courthouse, and improvements at the Franklin County Jail. This list may change as projects are vetted with Rebuild Florida.

Board action to approve and authorize the chairman to sign the CDBG-MIT Task Order with Management Experts.

Item addressed earlier in the meeting.

d. BOARD ACTION: Army Corp Permit for Old Ferry Dock Boat Ramp Improvements
In July of 2020, the design funded by the FWC Boating Improvement Program was complete for the improvements at the Old Ferry Dock Boat Ramp. The project design and permit include the removal of the existing 204 linear feet of concrete seawall/breakwater around the existing basin, the removal of the existing 12'x19' concrete ramp, riprap, and sediment, and the replacement of the seawall/breakwater with 219 linear feet of steel sheet pile with a concrete cap, the construction of (2) 20'x 43' concrete boat ramps and construction of a 4'x51' finger pier between the ramps. The county received the attached permit last week two years after the application was submitted to the Army Corp of Engineers. Once the permit is signed, the county can proceed with a grant application for construction costs.

Board action to sign the attached Army Corp permit for the Improvements at the Old Ferry Dock Boat Ramp.

Item addressed earlier in the meeting.

e. BOARD ACTION: SCOP C30A Improvements – Construction Contract with Roberts & Roberts

At the March 15, 2022, meeting, a notice of award was issued to the lowest responsive bidder Roberts and Roberts, Inc. for alternate bid 'A' for 3.466 miles of widening and resurfacing of C30A starting at Thirteen Mile and running eastwards towards Highway 98 in the amount of

\$3,445,863.82. The construction contract is attached.

Board action to approve and authorize the Chairman to sign the attached construction contract with Roberts and Roberts, Inc. for the SCOP C30A Improvements Project.

Item addressed earlier in the meeting.

f. BOARD INFORMATION: Miscellaneous Project Updates – Island View Park Status Update, FBO Lease with Centric Aviation, RESTORE Projects, Jail Windows Community Funding Request, Fort Coombs Armory Sprinkler System

Island View Park: After the last meeting, Franklin County sent an email to the Florida Division of Emergency Management requesting confirmation of policy as it pertained to the issuance of a notice of award for a project when only one bid was received. Franklin County followed all proper procurement steps to receive competitive bids – the bid solicitation was advertised in both the Panama City News Herald, the Apalachicola Times, posted to the online governmental bid platform DemandStar, posted with the Office of Supplier Diversity, and circulated to their list of vendors and posted on the county website. There were nine contractors who requested copies of the bid specifications from Dewberry Engineers and four contractors who attended the mandatory pre-bid meeting held on March 17th. FEMAs deemed the procurement to be non-competitive due to the receipt of only one bid. It is unfortunate the FEMA policy focuses on the quantity of bids received versus the steps taken to ensure open competition. This policy places small counties at a disadvantage in being able to move projects forward quickly. The repair is a complicated project for contractors to bid on as the repair will require multiple subcontractors and a wide variety of construction materials. As additional advertisement is unlikely to generate any additional bids, the county is filing an Emergency Noncompetitive Procurement Justification with FEMA in hopes that a waiver will be granted and a notice to award can be issued.

Chairman Jones said that after Mrs. Griffith let him know about this, he reached out to Senator Rubio's office. He expressed to them the same thing, that we have done everything we can to make this competitive. He said that he expects a call back from Senator Rubio's office this week. Mr. Moron noted that a smaller county had to go out for a bid three times, and each time they only received one bid.

FBO Lease with Centric Aviation: The existing FBO lease with Centric Aviation began in November of 2017 and ends on October 31st, 2022. The county is beginning renewal negotiations with Centric and will meet with both the FAA and FDOT for a review of the proposed contract terms.

RESTORE Project Update – SGI Storm Water Improvements: Formal request to FDOT for the county to assume maintenance of the retention bonds and streets at the 'Y' at the base of the

causeway. County Attorney Michael Shuler has an item on his report related to this issue that can be discussed now.

Jail Windows Community Funding Request: Franklin County submitted a \$200,000 community funding request to Congressman Neal Dunn's Office for the replacement of the windows at the county jail. The existing security windows are the original windows that were installed when the jail was built in 1989.

Fort Coombs Armory Fire Suppression System: At the last meeting, bids were opened for the Fort Coombs Armory Fire Suppression System. Two bids were received, and both were \$500,000 over what the county had anticipated. County Staff has requested the architects to see what can be trimmed from the project to pull the cost down. At this time, a revised project scope is being explored which will limit the project to work necessary for the installation of the fire suppression system and the subsequent paint repairs once installed.

20) County Coordinator – Michael Morón

a. Action Item: SHIP Administration

At your March 1st regular, I informed the Board that Mrs. Lori Switzer Mills your SHIP administrator would not continue providing administrative services for the SHIP program after the current administrative contract expires on June 30, 2022. The Board agreed to request proposals from Apalachee Regional Planning Council and Community Action Agency as these government support agencies have experience with housing programs. You have those proposals before you today for your review. I am recommending adding representatives from both agencies to your May 3rd agenda to allow for a short presentation and questions and answers.

****Board action to authorize representatives from ARPC and CAA on the May 3rd agenda.****

Commissioner Ward made a motion to authorize representatives from ARPC and CAA on the May 3rd agenda. Commissioner Lockley said ARPC people are from out of town. He said we need to give Franklin County folks some work. Commissioner Boldt said he agrees with having someone familiar with our area. Commissioner Ward said she is all for our local people having jobs, but this is a very tedious program and takes a lot of documentation and information. I am all for hiring a local individual, but I think the reason why we are at this point now is there is no one local available to do the work. Mr. Moron said the reason I am asking you to put it on the May 3rd agenda is for you to ask them questions. Commissioner Parrish said out of \$330K there's only 30K allocated to run the business. We can ask these questions we can ask when they do come. **Seconded by Commissioner Parrish.** Commissioner Lockley said they need an office here. When you are dealing with SHIP, you are doing repairs or down payment on a house. The old folks don't do computers if they don't have an office to go to, they going to have to pay someone to take them up there. Mr. Moron said he hears what Commissioner Lockley is saying and the next meeting would be a good time to ask these questions. Chairman Jones said he wanted to remind the Board that all the documentation will be the responsibility of Clerk Maxwell. **Motion carried 4-1, Commissioner Lockley opposed.**

b. Action Item: MOU Rural Opioid Technical Assistance Program

At your April 5, 2022, regular meeting, Dr. Jacquelyn D. McMillian provided an overview of the Rural Opioid Technical Assistance Program (ROTA), which delivers evidence-based training and related materials tailored to the needs of rural communities in the Florida Panhandle. Dr. McMillian discussed harm reduction strategies, the impact of opioid use, destigmatizing substance abuse opioid use, and overdosing along with risk factors for opioid overdose. After the Board discussion, there was a motion to add a Memorandum of Understanding for the ROTA program for your review and consideration.

****Board action to approve the ROTA program Memorandum of Understanding contingent on Attorney Shuler's review.****

Commissioner Parrish said he doesn't understand what the program's goal is and how it will benefit the citizens of Franklin County. Mr. Moron asked if the Board would like to table it and have Dr. McMillian come back to answer their questions. Commissioner Boldt said he is in support of that as the information is vague. Commissioner Parrish said if he is going to approve signing an MOU as a Board, he would like to understand how the program is going to work. Are they going to set up an office here where people can get help? How are we going to help the people? Chairman Jones said he concurs that the presentation seemed vague. Mr. Moron said he will ask Dr. McMillian to come back before the Board to answer the questions that they have. **Commissioner Lockley made a motion to table the item and have Dr. McMillian come back and explain the program in more detail, Commissioner Parrish seconded the motion. Motion carried 5-0.**

c. Action Item: LOS NW Florida Estuary

Last month, Chairman Jones was asked to sign a letter of support for the Northwest Florida Estuary Water Quality Protection and Restoration Project, which will make Panhandle communities more competitive for federal RESTORE Act oil spill recovery funds. "Panhandle counties will partner with the University of Florida's Center for Coastal Solutions (CCS), which is based out of the Herbert Wertheim College of Engineering. CCS leverages data scientists, biologists, economists, environmental engineers, and strategic university and research partners to expand the foundational understanding of Florida's environment, economy, and public health. In this partnership with Panhandle counties, CCS will use its existing monitoring tools and technical expertise to provide data-driven support for communities seeking RESTORE funds. Applicants will be able to leverage the water quality and economic analytics capabilities of the UF CCS team to prepare regionally impactful, coordinated project proposals with a higher likelihood of funding approval." This project should generate a "substantial" ROI for Panhandle communities and the state, providing Florida a much higher share of RESTORE funding. Chairman Jones may have additional information on this project.

****Board action to ratify the Chairman's signature on the letter of support for the Northwest Florida Estuary Water Quality Protection and Restoration Project.****

Chairman Jones noted that there was a meeting called by Senator Broxson in conjunction with

Senator Ausley. This is region-wide septic to sewer program for the health of residents in our communities.

On a motion by Commissioner Parrish, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, the Board ratified the Chairman's signature on the letter of support for the Northwest Florida Estuary Water Quality Protection and Restoration Project. Motion carried 5-0.

d. Action Item: LOS City of Apalachicola Leslie Street

The City of Apalachicola is submitting repairs to Leslie Street as a Congressionally Directed Community Project for funding. As the letter was due to Representative Dunn yesterday, I asked Chairman Jones to sign the letter with the anticipation that the Board would ratify his signature for this important project.

****Board action to ratify the Chairman's signature on the letter of support for the City of Apalachicola's Community Project funding for Leslie Street repairs.****

On a motion by Commissioner Boldt, seconded by Commissioner Ward, and by a unanimous vote of the Board present, the Board ratified the Chairman's signature on the letter of support for the City of Apalachicola's Community Project funding for Leslie Street repairs. Motion carried 5-0.

e. Action Item: FDOT Request for Traffic Light

At your last meeting, the Board discussed possible projects that were considered during a meeting with FDOT representatives. Of those projects, Chairman Jones asked that I add a traffic light on the corner of Highway 98 and Island Drive in Eastpoint as a request to FDOT. Let me know if there are any other requests you would like sent to FDOT as possible projects.

****Board action to send a request to FDOT for a traffic light on the corner of Highway 98 and Island Drive.****

Commissioner Boldt noted that there needs to be a caution light at Tallahassee Street and Hwy 98. Commissioner Ward said that she had spoken to the mayor due to it being the City of Carrabelle property. She expressed that they do not wish to have a light there at this time. They are working on the historical preservation and do not want it.

On a motion by Commissioner Parrish, seconded by Commissioner Ward, and by a unanimous vote of the Board present, the Board approved sending a request to FDOT for a traffic light on the corner of Highway 98 and Island Drive. Commissioner Ward noted that there is a lot going on at that intersection. Commissioner Boldt put in a strong recommendation that the Board meets with FDOT on a quarterly basis. **Motion carried 5-0.**

f. Action Item: TDC Vendor Contracts Renewal

There was an oversight by the TDC Administrative office regarding the TDC Visitor Centers,

Museums, and Vendors 2021-2022 contracts. It is standard practice to bring the contracts to a BOCC meeting for review and approval at the first meeting of the new fiscal year, however, once the 2021-22 budget was approved, the contracts were fully executed without your review and approval.

****Board action to approve and ratify the Chairman's signature on the TDC Visitor Centers, Museums, and Vendors 2021-22 contracts.****

Item addressed earlier in the meeting.

g. Action Item: Retail Pharmacy Workshop

As the Board is aware, over the last few months the administration at Weems have been working on the possibility of a retail pharmacy over in Carrabelle. They are ready to present this proposal to you for discussion in a workshop setting on June 21, 2022, at 1:30 pm for your review and comments.

****Board action to authorize a workshop on June 21, 2022, at 1:30 pm to discuss a retail pharmacy in Carrabelle with Weems' representatives.****

On a motion by Commissioner Boldt, seconded by Commissioner Ward, and by a unanimous vote of the Board present, the Board authorized a workshop on June 21, 2022, at 1:30 pm to discuss a retail pharmacy in Carrabelle with Weems' representatives. Commissioner Boldt noted that this is a defining and pivotal moment in Franklin County. He said that he began to sponsor this concept about two years ago. He said this will be highly beneficial to our people and to our hospital. **Motion carried 5-0.**

h. Discussion/Possible Action Item: Workshop on Beach Parking Issues

Commissioner Ward, at your last meeting, requested that the Board schedule a workshop to discuss beach parking issues on Alligator Point and St. George Island. Keeping in mind that we have a workshop with the State Fire Marshal's office scheduled for May 3rd and Weems is requesting that we schedule a June 21st workshop to discuss the Carrabelle Retail Pharmacy, the next available meeting dates for a workshop on parking issues are May 17th or June 7th. As the Board is considering a date, are there specific items that should be added to the workshop agenda?

****Board discussion and action to schedule a workshop on county beach parking issues and agenda items for the workshop.****

Commissioner Ward made a motion to have the workshop on May 17th at 1:30 p.m.; Commissioner Boldt seconded the motion. Motion carried 5-0.

i. Discussion/Possible Action Item: TRIUMPH Meeting

Last week, the Chairman, Alan Pierce, Erin Griffith, and I met with TRIUMPH to discuss projects that could be supported with TRIUMPH funds designated for Franklin County. Matt Terry, Susan Skelton along with Cori Henderson, and Rick Harper represented TRIUMPH at the meeting. It was stated early in the meeting that funding a new hospital or affordable housing, two of our

greatest needs, would not meet the TRIUMPH requirements, however, as the meeting progressed, some great funding possibilities were discussed and each of the TRIUMPH representatives pledged their support and assistance to the county as we research and move forward with these projects. Countywide Broadband funding was one of the opportunities discussed, but TRIUMPH staff strongly recommended that the county proceeds with appointing members to the Local Technology Planning Team (LTPT). In November of 2021, the Board appointed Chairman Jones and I as the Commissioner and Staff designee, but we never appointed any members to the LTPT, which should be a cross-section of community members. As a simple format, we could start with a five-member board, one from each district, and expand if necessary. Once you have submitted a pool of candidates, I will bring those names to the Board for approval.

****Discussion and possible Board action.****

Mr. Moron said he would like to keep it simple, five members as we do other volunteer boards. He asked each of the commissioners to submit candidates to him and then he will bring the list to the Board. Mr. Moron noted that there is a lot of funding for broadband, but it is knowing how to tap into it. Chairman Jones noted that if the county was going to apply for any of these funds, then we have to go through this process. Commissioner Boldt asked if each Board member should nominate someone from their district. Mr. Moron said he did not necessarily think it had to be from each district. Commissioner Parrish expressed his concerns about the districts not being represented if someone from their district did not serve. Mr. Moron said that he will send each of the commissioners the recommended makeup of the Board. Commissioner Ward asked Mr. Moron to post on the county website and ask interested individuals to reach out for more information. Commissioner Ward said that we may not have a volunteer from each district. Chairman Jones noted that the LTPT will map out a plan where we can provide better service for our residents. Chairman Jones noted that the Board had approved someone putting a tower up on their property, but they chose not to.

j. Informational Item: Superintendent of Schools 1/2 cent tax

As the Board is probably aware, the school district has been discussing adding a half-mill sales tax question on the November 2022 ballot. The Board of County Commissioners would have to approve a resolution to have the question added to the November 2022 ballot, therefore, the Superintendent will be on your May 3rd agenda requesting approval of the resolution. If you would like to speak to the Superintendent prior to the May 3rd meeting, let me know so that I can arrange a call or meeting.

k. Informational Item: HB53 Stormwater Reporting

House Bill 53, "by June 30, 2022, and every five years thereafter, requires each county, municipality, or special district providing wastewater or stormwater services to develop a needs analysis for its jurisdiction over the subsequent 20 years. The analysis must be completed and submitted to the Office of Economic & Demographic Research (EDR), which must evaluate the compiled documents for the purpose of developing a statewide analysis for inclusion in the annual assessment due January 1, 2023. This bill provides that the analysis requirement applies to a rural

area of opportunity as defined in s.288.0656, F.S. unless such requirement would create an undue economic hardship for the county, municipality, or special district in the rural area of opportunity.” Franklin County is designated as a rural area of opportunity, however, the procedure or process to seek a waiver as it would create an undue economic hardship for the county, seems to be very elusive. Based on today’s discussion, my plan is to contact Mr. Michael Bateman at EDR to discuss a possible waiver. In case we are not able to obtain a waiver, the Florida Association of Counties recommended Jones Edmunds to assist the county with completing the report as they are working with other counties, including Walton County. I have met with Jones Edmunds representatives and requested a scope of services to complete Franklin County’s report. Whatever the outcome, there will be an action item on my May 3rd report relating to HB53 required reporting. I have included some documentation that explains the information required in the report.

l. Informational Item: SGI Fire Chief Resignation

I was informed by the St. George Island Volunteer Fire Department that the resignation of Kevin Delahanty was accepted on April 21, 2022, at their regular meeting.

m. Informational Item: State Fire Marshal Workshop

As a reminder, the Board has scheduled a workshop with the State’s Fire Marshal office on Tuesday, May 3, 2022, at 1:30 p.m. (ET) here in your meeting room. This workshop will be streamed on Zoom but not on Forgotten Coast TV. The Board encourages public attendance, especially representatives from the other volunteer fire departments.

21) County Attorney – Michael Shuler

Attorney Shuler asked who was writing the letter to FDOT about the stormwater plan. Mrs. Griffith said she will draft and send it to Attorney Shuler for review.

Regarding the Alligator Point VFD Purchase and Sale Contract: Attached is the contract that I will ask the board to approve for the Chairman's signature to purchase the APVFD property. The zoning of the property is residential, and the purchase price will be funded 100% by grant funds. See the last page which contains the special conditions for the purchase and sale. The contract is for six months and was delivered to me after the last Board meeting.

On a motion by Commissioner Boldt, seconded by Commissioner Ward, and by a unanimous vote of the Board present, the Board approved the Alligator VFD Purchase and Sale Contract. Motion carried 5-0.

Regarding the RV Camping Ordinance: I recommend that you authorize me to hire Allara Gutscher Mills to provide planning services and testimony to the board regarding a possible update to the RV ordinance. I am requesting authorization to pay her up to \$7,500.00 for her services. The fee would come out of your professional services budget.

Commissioner Ward made a motion to defer this item until after the code enforcement meeting is held. Seconded by Commissioner Boldt. Motion carried 5-0. The code enforcement meeting is scheduled for the first meeting in May.

Regarding the Lanark St. James VFD: As I read ordinance 2013-1 on the MSBU funding for all the VFDs, each district's MSBU is placed into a separate trust fund maintained by Franklin County prior to disbursement to the VFDs. I believe that the Board as the governing body of each VFD can by motion suspend the contractual payments to Lanark St. James VFD and use those funds to reimburse Carrabelle for the provision of fire and rescue services until such time as Lanark St. James VFD is once again a reasonably functional entity with a board and volunteers who respond to calls. I do not believe that the suspension of funding requires an ordinance. As the governing board of all the fire districts, I believe that you have a sufficient factual basis to suspend funding temporarily and redirect it to Carrabelle.

On a motion by Commissioner Boldt, seconded by Commissioner Ward, to freeze MSBU funds. Chairman Jones said he realized that we have asked a little more of Carrabelle and Alligator Point at this time. He said he wanted the public to know that we are looking at every aspect of this situation. Attorney Shuler noted that there may be cost incurred by Lanark and St. James. He said that the Board may want to consider requesting they return the funds to the Board. He said that considering the fire department may continue services, the Board could delegate some limited authority to pay expenses out of the MSBU funds. This would be a mechanism that would allow the Board to do that. Attorney Shuler said the Board would need to authorize Mr. Moron and Mrs. Griffin to authorize expenses. Commissioner Lockley asked if we could take their donated funds. Attorney Shuler said that most people get a receipt from a charitable donation. Mr. Moron noted that we would do it the same as our other bills, we would review and if approved, send it to the Clerk's accounts payable department for payment with the funding capped at \$1500. We would accept and process payments on each bill run. **Motion carried 5-0.**

#3 request Lanark return the parked MSBU funds or leave them there?

Attorney Shuler said the simplest thing would be to leave it there. We can always have the court monitor it after the fact.

Commissioner Boldt made a motion that we ask the current Lanark Village VFD board to return the monies in their bank account with a deadline to respond. In the event they do not return, move forward with a legal suit to seek a court order. Mr. Moron said one of the issues when the auditor reviewed their files, was that they kept all of the funds in one account. Mr. Moron asked how far back the Board would like the funds. Chairman Jones said if we don't know how much is there. There have been the people who have a reasonable right for us to conduct ourselves – are we as a board going to have our auditing firm look at the records. **Commissioner Boldt amended the motion to ask the board to return MSBU monies by May 3rd. If they do not, we engage the auditing firm to determine MSBU vs charitable funds that should be returned**

by May 17th (Pending the auditor's timeframe to do this). Commissioner Parrish asked if we seize the money how are they going to pay their bills. Mr. Moron said I am going to send them a letter requesting they send us a balance of the MSBU funds in their account. At the May 17th meeting, if they have or haven't responded, we move forward. Commissioner Lockley said what about gas. Do they have a credit card? **Motion dies for lack of a second.**

Commissioner Boldt would like to consider drafting a contract for the MSBU funds. Having formal contracts with MSBU for the very reason that we have spent hours discussing this matter.

Commissioner Boldt made a motion to direct Attorney Shuler to draft a contract for the MSBU funds. Commissioner Ward asked Attorney Shuler if this is something that is controlled by Florida Statute. Attorney Shuler said the county ordinance specifies that the only use of those funds is for emergencies. No other expenditures are allowed. The contract is just basically saying how they spend it and the statute lays that out. **Commissioner Boldt made an amotion to look into the possibility of drafting an MSBU contract. Motion dies for lack of a second.**

Commissioners' Comments & Adjournment

22) Commissioners' Comments

Commissioner Parrish brought up the idea of reducing the minimum square footage to 750 square feet in order to allow for two homes on one acre. It would take a different zoning classification. Maybe even need to take to the planning and zoning board and see what their thoughts are. Would allow people to have a home the size that they need and can afford. Mr. Moron said he will have Cortni and Mark look into this. Mrs. Griffith noted that in some counties there are what they call accessory dwelling units. Mr. Moron said the superintendent of schools has reached out to him multiple times in the last few weeks regarding the lack of affordable housing.

23) Adjournment

There being no further business before the Board, the meeting was adjourned.

Ricky Jones – Chairman

Attest:

Michele Maxwell – Clerk of Courts

WHEREAS, National Hospital Day was first observed on May 12, 1921, to boost citizens’ confidence in hospitals following the 1918 Spanish influenza pandemic. In 1953, National Hospital Day expanded to National Hospital Week allowing hospitals additional time to educate the public about medical care; and

WHEREAS, George E. Weems Memorial Hospital was built in 1959, allowing the hospital and its employees to serve Franklin County for over 63 years; and

WHEREAS, those who serve in the Weems organization have a mission to improve the health status of the residents and visitors of Franklin County by providing quality, compassionate, cost effective, and convenient healthcare throughout community leadership and in collaboration with other healthcare organizations which serve our communities; and

WHEREAS, National Hospital Week is May 8-14, 2022, and this year’s official theme is

WE ARE  EALTHCARE; and

WHEREAS, National Hospital Week is an opportunity to recognize employees working within the entire George E Weems Hospital organization, which includes, the Hospital, Weems Medical Centers and Franklin County EMS; and

WHEREAS, the COVID-19 pandemic showed the tireless dedication and selflessness of those employees working within all healthcare fields, and truly earned them the title of “essential workers”; and

NOW, THEREFORE, we, the Franklin County, Florida Board of County Commissioners do hereby proclaim May 8-14, 2022, National Hospital Week, encouraging each resident of and visitor to Franklin County, to express their gratitude and support to the employees for their selfless service to our community during these ever-changing times.

PRESENTED 3rd day of May, 2022.

Ricky Jones, Chairman
Franklin County District 1 Commissioner

Bert B Boldt II
Franklin County District 2 Commissioner

Noah Lockley, Jr
Franklin County District 3 Commissioner

Joseph “Smokey” Parrish
Franklin County District 4 Commissioner

Jessica Varnes Ward
Franklin County District 5 Commissioner

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, FLORIDA PLACING ON THE NOVEMBER 8, 2022, GENERAL ELECTION BALLOT THE REFERENDUM QUESTION CONCERNING WHETHER THE SCHOOL BOARD OF FRANKLIN COUNTY, FLORIDA SHOULD BE AUTHORIZED TO LEVY A DISCRETIONARY SALES SURTAX OF ONE-HALF PERCENT (0.5%) PURSUANT TO SECTION 212.055(6), FLORIDA STATUTES, KNOWN AS THE "SCHOOL CAPITAL OUTLAY SURTAX" FOR A TWENTY (20) YEAR PERIOD; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 212.055(6), Florida Statutes, authorizes the school board in each county to levy, by resolution to take effect upon approval by a majority vote of the electors of the county voting in a referendum, a discretionary sales surtax at a rate not to exceed one-half percent (0.5%) known as the "School Capital Outlay Surtax;" and

WHEREAS, pursuant to Section 212.055(6), Florida Statutes, on April 28, 2022, The School Board of Franklin County, Florida (the "School Board") adopted a resolution (the "Referendum Resolution") to levy a discretionary sales surtax of one-half percent (0.5%) for a twenty (20) year period, commencing January 1, 2023; and

WHEREAS, Section 212.055(6)(b), Florida Statutes, requires the Board of County Commissioners of Franklin County, Florida (the "County Commission"), as governing body of Franklin County, Florida (the "County"), place the School Board's referendum question on the ballot; and

WHEREAS, the School Board has presented the Referendum Resolution to the County, which among other things, requests the County Commission place the referendum question concerning the School Board's levy of the one-half percent (0.5%) discretionary sales surtax on the November 8, 2022, general election ballot.

NOW THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Franklin County, Florida that:

SECTION 1. The above recitals are incorporated into the body of this Resolution and such recitals are adopted as findings of fact.

SECTION 2. Pursuant to Section 212.055(6)(b), Florida Statutes, the referendum question concerning the School Board's levy of the one-half percent (0.5%) discretionary sales surtax in accordance with the Referendum Resolution, attached hereto as Exhibit A, is hereby placed on the November 8, 2022, general election ballot.

SECTION 3. The County Clerk is hereby directed to send a certified copy of this Resolution to the Supervisor of Elections of Franklin County, Florida.

SECTION 4. This Resolution shall be effective upon adoption.

PASSED AND ADOPTED by the Board of County Commissioners of Franklin County, Florida, on this 3rd day of May, 2022.

**BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, FLORIDA**

By: _____
Ricky Jones, Chair

ATTEST:

By: _____
Michele Maxwell, Clerk

APPROVED AS TO FORM AND CONTENT:

By: _____
Michael Shuler, County Attorney

EXHIBIT A

REFERENDUM RESOLUTION

RESOLUTION NO. 2022- 001

A RESOLUTION OF THE SCHOOL BOARD OF FRANKLIN COUNTY, FLORIDA ORDERING AND PROVIDING FOR THE HOLDING OF A REFERENDUM ELECTION TO DETERMINE IF THE ELECTORS OF FRANKLIN COUNTY, FLORIDA, AUTHORIZE THE SCHOOL BOARD OF FRANKLIN COUNTY, FLORIDA TO LEVY A ONE-HALF CENT SCHOOL CAPITAL OUTLAY SURTAX ON SALES IN FRANKLIN COUNTY, FLORIDA FOR THE ACQUISITION, CONSTRUCTION, RENOVATION, REPLACEMENT, IMPROVEMENT, OR EQUIPPING OF SCHOOL FACILITIES, SAFETY AND SECURITY IMPROVEMENTS, TECHNOLOGY HARDWARE AND SOFTWARE, AND SCHOOL BUSES; PROVIDING FOR NOTICE OF THE REFERENDUM ELECTION; PROVIDING FOR PLACES OF VOTING, INSPECTORS, AND CLERKS; PROVIDING FOR AN OFFICIAL BALLOT; PROVIDING FOR ABSENTEE VOTING; PROVIDING FOR EARLY VOTING; PROVIDING FOR PRINTING OF BALLOTS; PROVIDING FOR REFERENDUM ELECTION PROCEDURE; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE SCHOOL BOARD OF FRANKLIN COUNTY, FLORIDA, ACTING AS THE GOVERNING BODY OF THE SCHOOL DISTRICT OF FRANKLIN COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1. AUTHORITY FOR RESOLUTION. This resolution is adopted pursuant to Section 212.055(6), Florida Statutes, and other applicable provisions of law.

SECTION 2. FINDINGS. The School Board of Franklin County, Florida (the "Board"), as the governing body of the School District of Franklin County, Florida (the "District"), pursuant to Article IX, Section 4(b) of the Florida Constitution, Section 1001.32(2), Florida Statutes, and Section 1001.40, Florida Statutes, hereby finds and determines the following:

A. It is in the best interest of the District and its students to acquire, construct, renovate, replace, improve, or equip school facilities and campuses and any land acquisition and land improvement related thereto, safety and security improvements, technology hardware and software, and school buses, all as further described herein and in Exhibit A attached hereto, as such school facilities, campuses, and equipment may be modified from time to time by the Board (collectively, the "Plan").

B. The Plan is necessary for the District to improve and modernize school facilities, campuses, and equipment and to meet the security, safety, and technology needs of its school facilities and campuses.

C. There is a substantial need for the acquisition, construction, renovation, replacement, improvement, or equipping of school facilities and campuses and land acquisition and land improvement related thereto, safety and security improvements, technology hardware and software, and school buses.

D. Section 212.055(6), Florida Statutes, authorizes the levy of a one-half percent (0.5%) school capital outlay surtax for the purposes of funding the acquisition, construction, renovation, replacement, improvement, or equipping of school facilities and campuses and land acquisition and land improvement related thereto, safety and security improvements, technology hardware and software, and school buses upon approval by a majority vote of the electors of Franklin County, Florida (the "County").

E. It is in the best interest of the District and its students to levy a school capital outlay surtax authorized by Section 212.055(6), Florida Statutes, at a rate equal to one-half percent (0.5%) for a period of twenty (20) years, commencing on January 1, 2023, and terminating on December 31, 2042 (the "Surtax"), to provide sufficient revenues to fund the Plan.

SECTION 3. DESCRIPTION OF PROJECTS AND ADOPTION OF PLAN FOR USE OF SURTAX REVENUES; SHARING OF SURTAX REVENUES WITH ELIGIBLE CHARTER SCHOOLS.

A. The School Board hereby adopts the Plan for the use of the Surtax revenues, which Plan provides for the use of such revenues to pay any portion of the costs of the Plan as described herein and in Exhibit A attached hereto, as such Plan may be modified from time to time by the Board. The Plan shall consist of fixed capital expenditures or fixed capital costs associated with the acquisition, construction, renovation, replacement, improvement, or equipping, including safety and security improvements, of school facilities and campuses which have a useful life expectancy of five (5) years or more, and any land acquisition, land improvement, design, and engineering costs associated thereto, or the purchase, lease-purchase, lease, or maintenance of school buses, as defined in Section 1006.25, Florida Statutes, which have a life expectancy of five (5) years or more. In addition, the Plan shall include the costs of retrofitting and providing for technology implementation, including hardware and software, for various sites within the District. The specific projects to be funded with the proceeds of the Surtax revenues may be modified from time to time as the Board determines to be in the best interest of the District and its students. Neither the proceeds of the Surtax nor any interest thereon shall be used for operational expenses.

B. In accordance with the Plan for the use of the Surtax revenues herein adopted, at the subsequent option of the Board, the Surtax revenues may be used for the purpose of (i) paying

**APPROVED BY THE
FRANKLIN COUNTY
SCHOOL BOARD
ON 04/28/2022**

any portion of the costs of the Plan, or (ii) servicing indebtedness the proceeds of which are used to finance any portion of the costs of the Plan, including making lease payments under lease-purchase agreements pursuant to Section 1001.42(11)(b)(5), Florida Statutes, Section 1013.15(2), Florida Statutes, and Section 1013.64(6)(b)3., Florida Statutes.

C. The Surtax revenues collected shall be shared with eligible charter schools within the District based on their proportionate share of total school District enrollment. The Surtax revenues shared with charter schools shall be expended by the charter school in a manner consistent with the allowable uses set forth in Section 1013.62(4), Florida Statutes. The eligibility of a charter school to receive funds under this resolution shall be determined in accordance with Section 1013.62(1), Florida Statutes. If a school's charter is not renewed or is terminated and the charter school is dissolved under the provisions of law under which the charter school was organized, any unencumbered Surtax revenues received by such charter school shall revert to the Board.

D. Notwithstanding anything herein to the contrary, the Surtax revenues shall not be used for the purchase, lease-purchase, lease, or maintenance of school buses until such use is authorized by law.

SECTION 4. LEVY OF SALES SURTAX. Subject to approval by a majority vote of the qualified electors of the County voting in the referendum, the Board hereby levies the Surtax in an amount equal to one-half percent (0.5%). The Surtax shall be levied for a period of twenty (20) years, commencing on January 1, 2023, and terminating on December 31, 2042. If the Surtax shall be approved by referendum, the Board shall comply with all provisions of Section 212.055(6), Florida Statutes.

SECTION 5. REFERENDUM ELECTION ORDERED. A referendum election is hereby ordered to be held in the County at the general election on November 8, 2022, to determine whether or not the Board may levy the Surtax. The Board hereby requests the Board of County Commissioners of the County to place the required referendum election on the ballot of such general election in accordance with Section 212.055(6)(b), Florida Statutes.

SECTION 6. NOTICE OF ELECTION. The Superintendent, in connection with the Supervisor of Elections of the County, is hereby authorized and directed to publish notice of the referendum election in the manner and at the times required by laws of the State of Florida.

SECTION 7. PLACES OF VOTING, INSPECTORS, AND CLERKS. The polls will be open at the voting places on the date of the referendum election from 7:00 a.m. until 7:00 p.m. All qualified electors residing within the County shall be entitled and permitted to vote at such referendum election on the proposition provided in this resolution. The places of voting and the inspectors and clerks of the referendum election shall be those designated by the Supervisor of Elections of the County in accordance with the laws of the State of Florida.

SECTION 8. OFFICIAL BALLOT. The ballot to be used in the referendum election shall contain a statement relating to the authority of the Board to levy the Surtax and shall be in full compliance with the laws of the State of Florida and in substantially the following form:

OFFICIAL BALLOT

School District of Franklin County, Florida
Referendum Election – November 8, 2022

ONE-HALF CENT SURTAX TO FUND SCHOOL FACILITIES, SAFETY, SECURITY,
TECHNOLOGY IMPROVEMENTS, AND SCHOOL BUSES

SHALL THE SCHOOL BOARD OF FRANKLIN COUNTY LEVY A ONE-HALF CENT (0.5%) SALES SURTAX FOR A PERIOD OF TWENTY (20) YEARS, BEGINNING JANUARY 1, 2023, FOR THE ACQUISITION, CONSTRUCTION, RENOVATION, REPLACEMENT, OR EQUIPPING OF SCHOOL FACILITIES, SAFETY AND SECURITY IMPROVEMENTS, TECHNOLOGY UPGRADES, SCHOOL BUSES, AND LAND ACQUISITION, AND THE RETIREMENT OF RELATED DEBT. THE REVENUES COLLECTED SHALL BE SHARED WITH ELIGIBLE CHARTER SCHOOLS BASED ON THEIR PROPORTIONATE SHARE OF TOTAL SCHOOL DISTRICT ENROLLMENT.

_____ FOR THE ONE-HALF CENT TAX

_____ AGAINST THE ONE-HALF CENT TAX

SECTION 9. VOTE-BY-MAIL; ABSENTEE VOTING. Any electors participating in the referendum shall be entitled to cast their ballots in accordance with the provisions of the laws of the State of Florida with respect to voting by mail and absentee voting. The form of ballots to be used in the referendum election for these voters shall be the same as used at the polling places for such referendum election.

SECTION 10. EARLY VOTING. Adequate provisions shall be made for early voting as required by Section 101.657, Florida Statutes. The form of ballots to be used in the referendum election for early voting shall be the same as used in the polling places for the referendum election. The Supervisor of Elections of the County shall designate the early voting dates, times, and locations.

SECTION 11. PRINTING OF BALLOTS.

A. The Supervisor of Elections of the County is authorized and directed to have printed a sufficient number of the ballots for use of vote-by-mail and absentee electors and early voters entitled to cast such ballots in the referendum election and shall also have printed sample

ballots and deliver them to the inspectors and clerks on or before the date and time for the opening of the polls for such referendum election for the voting places.

B. The Supervisor of Elections of the County is authorized and directed to make appropriate arrangements for the conduct of the election at the polling places specified.

SECTION 12. REFERENDUM ELECTION PROCEDURE. The Supervisor of Elections of the County shall hold, administer, and conduct the referendum election in the manner prescribed by the law for holding such elections in the County. Returns shall show the number of qualified electors who voted in the referendum election on the proposition and the number of votes cast respectively for and against approval of the proposition. The returns shall be canvassed in accordance with law.

SECTION 13. REFERENDUM RESULTS. If a majority of the ballots cast at the referendum election shall be "FOR THE ONE-HALF PERCENT TAX" the levy of the Surtax shall be approved and the Surtax shall be levied as provided by law.

SECTION 14. SEVERABILITY. In the event that any word, phrase, clause, sentence, or paragraph of this resolution shall be held invalid by any court of competent jurisdiction, such holding shall not affect any other word, clause, phrase, sentence, or paragraph hereof.

SECTION 15. REPEALING CLAUSE. All resolutions in conflict or inconsistent with this resolution are repealed insofar as there is conflict or inconsistency.

SECTION 16. EFFECTIVE DATE. This resolution shall take effect immediately upon its adoption. However, the Surtax authorized hereunder shall only be effective upon approval by a majority vote of the qualified electors of the County voting in a referendum.

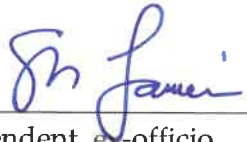
[Remainder of page intentionally left blank]

ADOPTED by The School Board of Franklin County, Florida, at a Regular Meeting this 28th day of April, 2022.

**THE SCHOOL BOARD OF FRANKLIN
COUNTY, FLORIDA**

By: 
Chairperson

ATTEST:



Superintendent, ex-officio
Secretary of The School Board of
Franklin County, Florida

EXHIBIT A

PLAN FOR USE OF SURTAX REVENUES

1. Pursuant to Section 212.055(6)(c), Florida Statutes, fixed capital expenditures or fixed capital costs to be funded by the Surtax revenues shall be for:

(a) Acquisition, construction, renovation, replacement, improvement, or equipping of school facilities and campuses, and any land acquisition, land improvement, design and engineering costs associated therewith, including but not limited to:

(i) new pre-k classrooms, alternative school, and administrative and vehicle maintenance facilities,

(ii) replacement or renovation of heating, ventilation, and air conditioning (HVAC) systems at various school facilities within the District,

(iii) lighting conversion and improvements at various school facilities within the District,

(iv) paving of parking lots and other improvements to improve parking and traffic circulation at various school facilities within the District,

(v) early childhood remodeling projects at various school facilities within the District,

(vi) roof repair and maintenance at various school facilities within the District,

(vii) additions and upgrades to playground equipment and play areas at various school facilities within the District, and/or

(viii) new construction or replacement of athletic fields, track resurfacing, and lighting replacement and upgrades at various athletic facilities within the District.

(b) Safety and security improvements of school facilities and campuses, including, but not limited to:

(i) fire alarm systems and intrusion alarms,

- (ii) cameras and video surveillance,
- (iii) door lock systems/card access,
- (iv) doors/windows,
- (v) school check-in management systems, and/or
- (vi) security and data communication systems.

(c) Retrofitting, upgrading, and providing for technology implementation, including hardware and software, for various sites within the District, including, but not limited to:

- (i) network switches and firewall licenses,
- (ii) student Windows-based devices, student Chromebooks, teacher laptops, lab computers, and administration desktops, laptops, and monitors,
- (iii) network security hardware and software,
- (iv) hardware and software for off-site back-ups,
- (v) classroom panels,
- (vi) cloud-based security cameras,
- (vii) phone system network hardware, and/or
- (viii) conference and boardroom audio/visual equipment.

(d) Purchase, lease-purchase, lease, or maintenance of school buses, as defined in Section 1006.25, Florida Statutes.

2. The scope of the projects will be based on a detailed assessment of the facility need and condition, and providing for a safe and appropriate learning environment.



Franklin County District Schools
 85 School Road
 Eastpoint, FL 32328
 Ph (850) 670-2810
 Fax (850) 670-8579

Sales Tax Referendum Timeline and Process

Date	Event
2/24/2022	FCSB Meeting to approve Sales Tax Referendum to be placed on the November 2022 General Election Ballot.
4/28/2022	FCSB Meeting to approve ballot language in the Sales Tax Referendum.
5/03/2022	Send Resolution to the Office of Program Policy Analysis and Government Accountability (OPPAGA) for Performance Audit to be completed 60 days prior to the November General Election.
5/03/2022	Resolution approval needed by Franklin County Board of County Commissioners.
8/1/2022	Approved Resolution by County Commissioners submitted to the Franklin County Supervisor of Elections with exact language that will be on the ballot.
months of September & October, 2022.	Series of Town Hall meetings in Carrabelle, St. George Island, Eastpoint, and Apalachicola to discuss referendum with the public.
11/8/2022	General Election.
1/1/2023	Sales Tax Referendum start date.

Franklin County, Florida Surtax Referendum for School Capital Outlay Projects (Half Cent Sales Tax Justification)

The Franklin County Florida Surtax Referendum for School Capital Outlay Projects will generate an estimated additional \$1.3 million annually for the Franklin County School District, or \$26 million in a 20-year period.

Currently, there are 25 School Districts in Florida that have the half cent sales tax. Local districts are Bay, Leon, Calhoun, Jackson, and Washington. Wakulla is attempting to get it on their ballot for November 2022.

Residents, tourists, and people passing through the county helps pay with a sales tax, including the thousands of tourists who visit our county each year. That way, the burden doesn't fall solely to homeowners or residents of Franklin County.

The half-cent sales tax adds half a penny per dollar on retail items. Groceries, prescription medicine, and gasoline are all tax-exempt in Florida so would not be affected.

Goods that are subject to sales tax in Florida include physical property, like furniture, home appliances, and motor vehicles.

Taxable items are: Clothing 6%; Prepared Food 9%; OTC Drugs 6%.

The funding is strictly bound to infrastructure items, not administration costs, teacher salaries or instructional material.

A person with an income of \$56,000 this tax will cost them approximately \$6 per month or \$72 per year.

Key Points to Consider:

The main goal of this request to approve a half cent sales tax is to upgrade schools through repairs and modernization, to keep schools safe and to continue to promote a conducive learning environment, to improve technology, and to replace existing or build new classrooms and share with charter schools for their allowable uses.

With the half cent sales tax, the school district can raise a significant amount of money in a short period of time, meaning we could pay for projects and improvements as we go.

Usages:

The half-cent sales tax can only be used for capital projects including facilities maintenance, renovations, and construction, new school buses, and security and technology improvements such as:

- New Construction
 - Classrooms such as prekindergarten and alternative

- Transportation Facility
- School and Campus Improvements and Renovations
 - HVAC upgrades and replacements
 - Automated lighting control upgrades
 - Lighting conversion and improvements
 - Paving of parking lots (football field, welding building) and pavement repairs for improved parking and traffic circulation
 - Addition and upgrades to outdoor physical education areas and playgrounds
 - Playground Equipment
 - Replacement/New Athletic fields and Track resurfacing
 - Lighting replacement and upgrades
 - Roof repairs and maintenance
 - Maintenance facilities upgrades
 - New school bus fleet
- School Safety and Security Enhancements
 - Upgraded fire alarms and intrusion alarms
 - Cameras and video surveillance
 - Automated door lock systems
 - Upgraded doors and windows
 - School Visitor Check in Management Systems
 - Upgraded security and data communication systems
- Technology to create and maintain future-ready schools.
 - Wireless communication
 - Upgraded Classroom and School Technology and project-based enhancements for flexible learning environments
 - Future e-learning programs such as eSports
 - Classroom Teaching Panels
 - Student Window devices and Chromebooks
 - Teacher laptops
 - Student technology lap computers
 - Staff desktops, laptops, and monitors
 - Conference and Boardrooms audio/visuals
 - Network infrastructure
 - Switches and firewall licenses
 - Network security
 - Off-site backups
 - Phone System
 - Maintain and upgrade student devices
- New school bus fleet
- Apalachicola Bay Charter School upgrades and improvements

May 3, 2022
Franklin County Road Department
Detail of Work Performed and Material Hauled by District
Detail from 4/13/2022 - 4/27/2022

District 1 - Commissioner Jones

Work Performed:

<u>Work Performed:</u>	<u>Date</u>	<u>Road</u>
Culvert installation	4/13/2022	Norvell Street
Flagged	4/13/2022	E 7th Street
Sign Maintenance	4/13/2022	W 11th Street
Sign Maintenance	4/13/2022	W Gulf Beach Drive
Sign Maintenance	4/13/2022	Gunn Street
Litter Pickup	4/13/2022	Old Ferry Dock Road
Box drag	4/13/2022	W Pine Avenue
Box drag	4/13/2022	E Sawyer Street
Box drag	4/13/2022	Randolph Street
Box drag	4/13/2022	Land Street
Box drag	4/13/2022	E 7th Street
Flagged	4/13/2022	Land Street
Sign Maintenance	4/13/2022	E Gulf Beach Drive
Box drag	4/13/2022	E 9th Street
Culvert installation	4/13/2022	Norvell Street
Culvert installation	4/13/2022	Ridgecrest Parkway
Flagged	4/13/2022	E 9th Street
Flagged	4/13/2022	Randolph Street
Flagged	4/13/2022	E Sawyer Street
Flagged	4/13/2022	W Pine Avenue
Flagged	4/13/2022	Ridgecrest Parkway
Flagged	4/13/2022	Norvell Street
Culvert installation	4/14/2022	Smith Street
Cut grass along shoulders of road on county right of way	4/14/2022	Creamer Street
Cut grass along shoulders of road on county right of way	4/14/2022	South Franklin Street
Cut grass along shoulders of road on county right of way	4/14/2022	Hatfield Street
Cut grass along shoulders of road on county right of way	4/14/2022	Avenue D
Cut grass along shoulders of road on county right of way	4/14/2022	South Bay Shore Drive
Cut grass along shoulders of road on county right of way	4/14/2022	South Franklin Street
Cut grass along shoulders of road on county right of way	4/14/2022	Creamer Street
Cut grass along shoulders of road on county right of way	4/14/2022	Avenue D
Flagged	4/14/2022	Smith Street
Cut grass along shoulders of road on county right of way	4/14/2022	South Bay Shore Drive
Cut grass along shoulders of road on county right of way	4/14/2022	Hatfield Street
Box drag	4/19/2022	Carroll Street
Driveway repair, Pot hole Repair (Fill)	4/19/2022	E Gulf Beach Drive
Box drag	4/19/2022	Pruett Road
Box drag	4/19/2022	Indian Creek Boat Ramp
Sign Maintenance	4/25/2022	Franklin Blvd (State Road)
Litter Pickup	4/25/2022	Old Ferry Dock Road
Pot hole Repair (Fill)	4/25/2022	E Gulf Beach Drive
Pot hole Repair (Fill)	4/25/2022	E Gulf Beach Drive
Driveway repair	4/25/2022	Tallahassee Street
Trim Trees, Cut bushes back	4/26/2022	Old Ferry Dock Road

District 1 - Commissioner Jones**Work Performed:**

	<u>Date</u>	<u>Road</u>
Litter Pickup	4/26/2022	David Street
Trim Trees, Cut bushes back	4/26/2022	Old Ferry Dock Road
Litter Pickup	4/26/2022	Shuler Avenue
Flagged	4/26/2022	Old Ferry Dock Road
Litter Pickup	4/26/2022	1st Street
Litter Pickup	4/26/2022	School Road
Litter Pickup	4/26/2022	Jefferson Street
Litter Pickup	4/26/2022	Washington Street
Litter Pickup	4/26/2022	3rd Street
Litter Pickup	4/26/2022	Old Ferry Dock Road
Litter Pickup	4/26/2022	Avenue A (District 1)
Cut grass in ditches	4/27/2022	Barber St
Picked up roots, Remove Trees	4/27/2022	South Bay Shore Drive
Litter Pickup, Picked up roots, Remove Trees	4/27/2022	South Bay Shore Drive

0**Material HAUL From:**

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Ditch Dirt	4/13/2022	Norvell Street	18	0

Ditch Dirt**TOTAL****18****0**

Litter	4/13/2022	Old Ferry Dock Road	1	0
Litter	4/25/2022	Old Ferry Dock Road	0.5	0
Litter	4/26/2022	Shuler Avenue	0.5	0
Litter	4/26/2022	David Street	0.5	0
Litter	4/26/2022	Washington Street	0.5	0
Litter	4/26/2022	School Road	0.5	0
Litter	4/26/2022	Jefferson Street	0.5	0
Litter	4/26/2022	Old Ferry Dock Road	1	0
Litter	4/26/2022	1st Street	0.5	0
Litter	4/26/2022	3rd Street	0.5	0
Litter	4/26/2022	Avenue A (District 1)	0.5	0
Litter	4/27/2022	Barber St	1	0

Litter**TOTAL****7.5****0**

Trees	4/26/2022	Old Ferry Dock Road	36	0
Trees	4/27/2022	South Bay Shore Drive	9	0

Trees**TOTAL****45****0****Material HAUL To:**

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Black Dirt	4/14/2022	Smith Street	18	0

Black Dirt**TOTAL****18****0**

Cold Mix, Asphalt	4/19/2022	E Gulf Beach Drive	8	0
Cold Mix, Asphalt	4/25/2022	E Gulf Beach Drive	3	0
Cold Mix, Asphalt	4/25/2022	E Gulf Beach Drive	5	0

Cold Mix, Asphalt**TOTAL****16****0**

Dirty 89 Lime Rock	4/13/2022	Buck Street, St. George Island	18	0
Dirty 89 Lime Rock	4/13/2022	W Pine Avenue	18	0
Dirty 89 Lime Rock	4/13/2022	W Sawyer Street	18	0
Dirty 89 Lime Rock	4/13/2022	Norvell Street	18	0
Dirty 89 Lime Rock	4/14/2022	Smith Street	18	0

District 1 - Commissioner Jones**Material HAUL To:**

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Dirty 89 Lime Rock	4/25/2022	Tallahassee Street	8	0
Dirty 89 Lime Rock		TOTAL	98	0
Milled Asphalt	4/13/2022	E 9th Street	18	0
Milled Asphalt	4/19/2022	E Gulf Beach Drive	7	0
Milled Asphalt		TOTAL	25	0
Sand	4/13/2022	Norvell Street	18	0
Sand		TOTAL	18	0

District 2 - Commissioner Boldt**Work Performed:**

	<u>Date</u>	<u>Road</u>		
Cleaned out culverts	4/13/2022	Apalachee Street		
Cleaned out culverts	4/13/2022	Oak Street (Louisiana Ave/Pinewood Ave)		
Cleaned out culverts	4/13/2022	Oak Street (Louisiana Ave/Pinewood Ave)		
Weed Eat & Cut Grass around signs & Culverts	4/13/2022	Illinois Street		
Weed Eat & Cut Grass around signs & Culverts	4/13/2022	Indiana Street		
Weed Eat & Cut Grass around signs & Culverts	4/13/2022	Spring Drive		
Weed Eat & Cut Grass around signs & Culverts	4/13/2022	Elder Street		
Weed Eat & Cut Grass around signs & Culverts	4/13/2022	Franklin Street		
Weed Eat & Cut Grass around signs & Culverts	4/13/2022	Putnal Street		
Weed Eat & Cut Grass around signs & Culverts	4/13/2022	Hinton Street		
Box drag, Road Repair	4/14/2022	McIntyre Road		
Cut grass along shoulders of road on county right of way	4/14/2022	McIntyre Boat Ramp		
Cut grass along shoulders of road on county right of way	4/14/2022	McIntyre Boat Ramp		
Cut grass along shoulders of road on county right of way	4/14/2022	Rio Vista Drive		
Cut grass along shoulders of road on county right of way	4/14/2022	Rio Vista Drive		
Sign Maintenance	4/21/2022	Alligator Drive		
Sign Maintenance	4/21/2022	Alligator Drive		
Litter Pickup	4/25/2022	CR67		
Sign Maintenance	4/25/2022	Crooked Creek Road (Private)		
Litter Pickup	4/25/2022	Lake Morality Road		
Weed Eat & Cut Grass around signs & Culverts, Cut grass along shoulders of road on county right of way	4/26/2022	CR67		
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	4/26/2022	CR67		
Cut grass along shoulders of road on county right of way	4/26/2022	CR67		
Cut grass along shoulders of road on county right of way	4/26/2022	CR67		
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Blowed off sidewalks/bike path	4/27/2022	CR67		
Cut grass along shoulders of road on county right of way	4/27/2022	CR67		
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	4/27/2022	CR67		
Cut grass along shoulders of road on county right of way	4/27/2022	CR67		
			0	

Material HAUL From:

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Litter	4/25/2022	Lake Morality Road	2	0
Litter	4/25/2022	CR67	4	0
Litter	4/25/2022	CR67	4	0
Litter		TOTAL	10	0

District 4 - Commissioner Parrish**Work Performed:**

<u>Date</u>	<u>Road</u>
Weed Eat & Cut Grass around signs & Culverts	4/13/2022 Apalachee Street
Driveway repair	4/13/2022 Cypress Street
Driveway repair	4/13/2022 Cypress Street
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	4/13/2022 Chapman Road
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	4/13/2022 Thomas Drive
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	4/13/2022 Chapman Road
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	4/13/2022 Thomas Drive
Litter Pickup, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	4/19/2022 Linden Road
Litter Pickup, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	4/19/2022 Sas Road
Litter Pickup, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	4/19/2022 Timberwood Court
Litter Pickup, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	4/19/2022 Peachtree Road
Litter Pickup, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	4/19/2022 Hathcock Road
Litter Pickup, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	4/19/2022 Abercrombie Lane
Litter Pickup, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	4/19/2022 Johnson Lane
Litter Pickup, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	4/19/2022 Bluff Road
Litter Pickup, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	4/19/2022 Bluff Road
Litter Pickup, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	4/19/2022 Squire Road
Litter Pickup, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	4/19/2022 Squire Road
Litter Pickup, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	4/19/2022 Long Road
Litter Pickup, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	4/19/2022 Sas Road
Litter Pickup, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	4/19/2022 Peachtree Road
Litter Pickup, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	4/19/2022 Hathcock Road
Litter Pickup, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	4/19/2022 Abercrombie Lane
Litter Pickup, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	4/19/2022 Johnson Lane
Flagged	4/19/2022 Squire Road
Flagged	4/19/2022 Peachtree Road
Litter Pickup, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	4/19/2022 Timberwood Court
Flagged	4/19/2022 Hathcock Road
Litter Pickup, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	4/19/2022 Johnson Lane
Litter Pickup, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	4/19/2022 Bluff Road
Litter Pickup, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	4/19/2022 Hathcock Road
Litter Pickup, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	4/19/2022 Timberwood Court
Litter Pickup, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	4/19/2022 Squire Road
Litter Pickup, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	4/19/2022 Peachtree Road

District 4 - Commissioner Parrish**Work Performed:**

<u>Work Performed:</u>	<u>Date</u>	<u>Road</u>
Litter Pickup, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	4/19/2022	Sas Road
Litter Pickup, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	4/19/2022	Long Road
Litter Pickup, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	4/19/2022	Long Road
Litter Pickup, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	4/19/2022	Linden Road
Litter Pickup, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	4/19/2022	Linden Road
Litter Pickup, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	4/19/2022	Squire Road
Litter Pickup, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	4/19/2022	Long Road
Litter Pickup, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	4/19/2022	Hathcock Road
Litter Pickup, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	4/19/2022	Sas Road
Litter Pickup, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	4/19/2022	Abercrombie Lane
Litter Pickup, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	4/19/2022	Johnson Lane
Litter Pickup, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	4/19/2022	Bluff Road
Litter Pickup, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	4/19/2022	Timberwood Court
Litter Pickup, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	4/19/2022	Abercrombie Lane
Litter Pickup, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	4/19/2022	Peachtree Road
Flagged	4/19/2022	Hathcock Road
Cleaned ditches, Cut grass in ditches, Cut bushes back	4/19/2022	Hathcock Road
Cleaned ditches, Cut grass in ditches, Cut bushes back	4/19/2022	Squire Road
Litter Pickup, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	4/19/2022	Linden Road
Flagged	4/19/2022	Peachtree Road
Flagged	4/19/2022	Linden Road
Flagged	4/19/2022	Squire Road
Cleaned ditches, Cut grass in ditches, Cut bushes back	4/19/2022	Linden Road
Cleaned ditches, Cut grass in ditches, Cut bushes back	4/19/2022	Peachtree Road
Flagged	4/20/2022	Peachtree Road
Flagged	4/20/2022	Long Road
Box drag, Road Repair	4/20/2022	13 Mile
Box drag, Road Repair	4/20/2022	8 Mile
Flagged	4/20/2022	Long Road
Flagged	4/20/2022	Hathcock Road
Flagged	4/20/2022	Linden Road
Cleaned ditches, Cut grass in ditches, Cut bushes back	4/20/2022	Hathcock Road
Cleaned ditches, Cut grass in ditches, Cut bushes back	4/20/2022	Linden Road
Flagged	4/20/2022	Hathcock Road
Flagged	4/20/2022	Peachtree Road
Flagged	4/20/2022	Linden Road
Litter Pickup, Cut grass along shoulders of road on county right of way	4/20/2022	Pine Log Road

District 4 - Commissioner Parrish

<u>Work Performed:</u>	<u>Date</u>	<u>Road</u>
Litter Pickup, Cut grass along shoulders of road on county right of way	4/20/2022	Melanie Lane
Box drag, Road Repair	4/20/2022	10 Mile
Litter Pickup, Cut grass along shoulders of road on county right of way	4/20/2022	Bay City Road
Litter Pickup, Cut grass along shoulders of road on county right of way	4/20/2022	Bluff Road
Litter Pickup, Cut grass along shoulders of road on county right of way	4/20/2022	Pine Log Road
Litter Pickup, Cut grass along shoulders of road on county right of way	4/20/2022	Bluff Road
Litter Pickup, Cut grass along shoulders of road on county right of way	4/20/2022	Bay City Road
Litter Pickup, Cut grass along shoulders of road on county right of way	4/20/2022	Pine Log Road
Litter Pickup, Cut grass along shoulders of road on county right of way	4/20/2022	Bluff Road
Cut grass along shoulders of road on county right of way, Litter Pickup	4/20/2022	Pine Log Road
Cut grass along shoulders of road on county right of way, Litter Pickup	4/20/2022	Melanie Lane
Cut grass along shoulders of road on county right of way, Litter Pickup	4/20/2022	Waddell Road
Litter Pickup, Cut grass along shoulders of road on county right of way	4/20/2022	Waddell Road
Cut grass along shoulders of road on county right of way, Litter Pickup	4/20/2022	Bluff Road
Box drag, Road Repair	4/20/2022	Teat Road
Flagged	4/21/2022	Hathcock Road
Flagged	4/21/2022	Squire Road
Flagged	4/21/2022	Hathcock Road
Cut grass in ditches, Cleaned ditches	4/21/2022	Hathcock Road
Flagged	4/21/2022	Hathcock Road
Cleaned ditches, Cut grass in ditches, Cut bushes back	4/21/2022	Hathcock Road
Cut grass along shoulders of road on county right of way, Litter Pickup	4/21/2022	Gibson Road
Litter Pickup, Cut grass along shoulders of road on county right of way	4/21/2022	Magnolia Lane
Litter Pickup, Cut grass along shoulders of road on county right of way	4/21/2022	Sacagawea Trail
Litter Pickup, Cut grass along shoulders of road on county right of way	4/21/2022	Gibson Road
Cut grass along shoulders of road on county right of way, Litter Pickup	4/21/2022	Peachtree Road
Litter Pickup, Cut grass along shoulders of road on county right of way	4/21/2022	Peachtree Road
Cut grass along shoulders of road on county right of way, Litter Pickup	4/21/2022	Sacagawea Trail
Cut grass along shoulders of road on county right of way, Litter Pickup	4/21/2022	Magnolia Lane
Flagged	4/21/2022	Squire Road
Cut grass in ditches, Cleaned ditches, Cut bushes back	4/25/2022	Peachtree Road
Cut grass in ditches, Litter Pickup	4/25/2022	Bluff Road
Cut grass in ditches, Cleaned ditches, Cut bushes back	4/25/2022	Oyster Road
Litter Pickup, Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	4/25/2022	Bluff Road
Flagged	4/25/2022	Peachtree Road

District 4 - Commissioner Parrish

Work Performed:

	<u>Date</u>	<u>Road</u>
Flagged	4/25/2022	Oyster Road
Emergency Management DLSOE	4/26/2022	Emergency Management (Apalachicola)
Emergency Management DLSOE	4/27/2022	Emergency Management (Apalachicola)
Litter Pickup	4/27/2022	Pal Rivers Road
Litter Pickup	4/27/2022	Pal Rivers Road

0

Material HAUL From:

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Ditch Dirt	4/19/2022	Hathcock Road	36	0
Ditch Dirt	4/19/2022	Squire Road	18	0
Ditch Dirt	4/19/2022	Peachtree Road	54	0
Ditch Dirt	4/19/2022	Jackie Whitehurst Street	18	0
Ditch Dirt	4/20/2022	Linden Road	90	0
Ditch Dirt	4/20/2022	Hathcock Road	36	0
Ditch Dirt	4/20/2022	Long Road	18	0
Ditch Dirt	4/21/2022	Squire Road	18	0
Ditch Dirt	4/21/2022	Hathcock Road	108	0
Ditch Dirt	4/25/2022	Peachtree Road	36	0
Ditch Dirt	4/25/2022	Oyster Road	72	0

Ditch Dirt

TOTAL

504

0

Litter	4/19/2022	Hathcock Road	0.25	0
Litter	4/19/2022	Abercrombie Lane	0.25	0
Litter	4/19/2022	Johnson Lane	0.25	0
Litter	4/19/2022	Sas Road	0.25	0
Litter	4/19/2022	Abercrombie Lane	0.25	0
Litter	4/19/2022	Bluff Road	0.25	0
Litter	4/19/2022	Timberwood Court	0.25	0
Litter	4/19/2022	Squire Road	0.25	0
Litter	4/19/2022	Linden Road	0.25	0
Litter	4/19/2022	Long Road	0.25	0
Litter	4/19/2022	Sas Road	0.25	0
Litter	4/19/2022	Timberwood Court	0.25	0
Litter	4/19/2022	Hathcock Road	0.25	0
Litter	4/19/2022	Peachtree Road	0.25	0
Litter	4/19/2022	Johnson Lane	0.25	0
Litter	4/19/2022	Bluff Road	0.25	0
Litter	4/19/2022	Squire Road	0.25	0
Litter	4/19/2022	Linden Road	0.25	0
Litter	4/19/2022	Long Road	0.25	0
Litter	4/19/2022	Peachtree Road	0.25	0
Litter	4/20/2022	Bay City Road	0.330000013	0
Litter	4/20/2022	Bluff Road	0.330000013	0
Litter	4/20/2022	Bluff Road	2	0
Litter	4/20/2022	Waddell Road	1	0
Litter	4/20/2022	Melanie Lane	1	0
Litter	4/20/2022	Pine Log Road	1	0
Litter	4/20/2022	Pine Log Road	0.330000013	0
Litter	4/21/2022	Sacagawea Trail	1	0
Litter	4/21/2022	Magnolia Lane	1	0

District 4 - Commissioner Parrish

<u>Material HAUL From:</u>	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Litter	4/21/2022	Gibson Road	1	0
Litter	4/21/2022	Peachtree Road	1	0
Litter	4/25/2022	Bluff Road	2	0
Litter	4/27/2022	Pal Rivers Road	5	0
Litter	TOTAL		21.99000004	0


<u>Material HAUL To:</u>	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Dirty 89 Lime Rock	4/13/2022	Cypress Street	7	0
Dirty 89 Lime Rock	TOTAL		7	0

District 5 - Commissioner Ward

<u>Work Performed:</u>	<u>Date</u>	<u>Road</u>
Litter Pickup	4/13/2022	Otterslide Road
Beaver Dam - Take Out	4/14/2022	Bloody Bluff Road
Flagged	4/14/2022	Plum Street
Beaver Dam - Take Out, Remove Trees, Dig out ditches	4/14/2022	Bloody Bluff Road
Culvert installation	4/14/2022	Plum Street
Box drag	4/19/2022	5th Street
Box drag	4/19/2022	Vroomin Park
Sign Maintenance	4/21/2022	6th Street
Sign Maintenance	4/21/2022	Avenue A (District 5)
Sign Maintenance	4/21/2022	Avenue A (District 5)
Sign Maintenance	4/21/2022	6th Street
Washout Repair	4/25/2022	Bloody Bluff Road
Litter Pickup	4/26/2022	4th Street
Litter Pickup	4/26/2022	Avenue A (District 5)
Litter Pickup	4/26/2022	6th Street
Road Repair	4/27/2022	Shooting Range (By Sheriff's Office)
Box drag	4/27/2022	Quail Run Drive
0		

<u>Material HAUL From:</u>	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Litter	4/13/2022	Otterslide Road	1	0
Litter	4/26/2022	6th Street	0.5	0
Litter	4/26/2022	Avenue A (District 5)	0.5	0
Litter	4/26/2022	4th Street	0.5	0
Litter	TOTAL		2.5	0

<u>Material HAUL To:</u>	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Black Dirt	4/14/2022	Plum Street	18	0
Black Dirt	TOTAL		18	0
Dirty 89 Lime Rock	4/14/2022	Plum Street	18	0
Dirty 89 Lime Rock	4/25/2022	Bloody Bluff Road	8	0
Dirty 89 Lime Rock	4/27/2022	Shooting Range (By Sheriff's Office)	18	0
Dirty 89 Lime Rock	TOTAL		44	0
Rip Rap	4/20/2022	Bloody Bluff Road	4	0
Rip Rap	TOTAL		4	0

From: em1frank@fairpoint.net 
Subject: Board Report
Date: April 29, 2022 at 2:40 PM
To: Michael Moron michael@franklincountyflorida.com, cortnib@franklincountyflorida.com



Jennifer Daniels, FP&EM

Deputy Director
Franklin County Emergency Management
28 Airport Road
Apalachicola, FL 32320
850-653-5608 cell
850-653-8977 x 101 office
Em1frank@fairpoint.net



20220503 BRP
- Boar...22.doc



28 Airport Road, Apalachicola, Florida 32320

(850) 653-8977, Fax (850) 653-3643

Em3frank@fairpoint.net

Report to Board of County Commissioners

Date: May 3, 2022

Action Items:

None

Information Item:

1. 04/14/22 Spoke to resident regarding the HLMP Grant.
2. 04/14/22 Spoke to resident regarding Alert Franklin and updated contact information.
3. 04/14/22 Completed Re-Entry Tags that had been sent into EOC via Email.
4. 04/18/22 Participated in the SERT County Conference Call.
5. 04/18/22 Stopped for motorcycle and rider on Carrabelle Beach. Rider was ok. Informed rider that Franklin County does not allow riding on the beach.
6. 04/18/22 Completed Re-Entry Tags for EOC.
7. 04/18/22 Updated information for Advisory List.
8. 04/18/22 Processed invoices for payment.
9. 04/18/22 Updated information regarding the Build Your Disaster Bucket Event.
10. 04/19/22 Participated in the FEPA Annual Committee Meeting via Zoom.
11. 04/19/22 Contacted local business regarding Build Your Disaster Bucket Event.
12. 04/21/22 Emailed Jeff Goldberg in Walton County regarding Everbridge and questions about 252.
13. 04/21/22 Pulled river stages monitored for flooding.
14. 04/21/22 Called Howard Nabors to verify Bloody Bluff Boat Ramp was still closed due to flooding.
15. 04/21/22 Set up EOC for G2300 Class on 04/26/22-04/28/22. Copied pages of Con Ops from CEMP for Class.
16. 04/21/22 Updated Critical Facilities List with POC's, Phone, Email, Etc.
17. 04/21/22 Mr. Ted Mosteller tested our 2 Mobile HVAC units. Both are fully functional.
18. 04/21/22 Emailed Michael and Erin regarding Economic Recover Class.
19. 04/21/22 Updated Microsoft 365 Information to reflect new data.
20. 04/21/22 Verified user information for Scope of Work Sharepoint portal for FDEM.
21. 04/22/22 Participated in the EOC Design Team Teams Meeting.
22. 04/22/22 Sent Build Your Disaster Bucket Flyer to Media Distribution List.
23. 04/22/22 Sent Build Your Disaster Bucket Flyer
24. 04/22/22 Sent Build You Disaster Bucket information to our EOC Kiosk, Website, Facebook.
25. 04/22/22 Spoke to Mr. George Pruett regarding Eastpoint Fire Department, Emergency Fuel Plan, and Build Your Disaster Bucket. Emailed requested information.
26. 04/22/22 Spoke to Mr. Randy Cannon with Alligator Point Fire Department regarding Emergency Fuel Plan. Emailed required information.

27. 04/22/22 Spoke with Sign Design in Eastpoint regarding donation of sponsor sign for Build your Disaster Bucket. Also, dropped of item for logo to be added.
 28. 04/22/22 Participated in the FEPA County EM Directors Working Group Meeting.
 29. 04/22/22 Updated Budget Book with Copies from latest Board Meeting.
 30. 04/22/22 Worked on Build Your Disaster Bucket program. Verified participation with registered participants.
 31. 04/25/22 Participated in the SERT County Conference Call.
 32. 04/25/22 Updated Redwire Contact info and password for EOC.
 33. 04/25/22 Updated information for Build Your Disaster Bucket Event
 34. 04/25/22 Completed Re-Entry Tags for EOC.
 35. 04/25/22 Processed invoices for payment.
 36. 04/25/22 Sent Build Your Disaster Bucket Flyer to Sponsors for Distribution.
 37. 04/26/22 EMPG & EMPG ARPA quarterly reimbursement request and reports submitted.
 38. 04/26/22-04/28/22 Hosted the G2300 Intermediate Emergency Operations Center Course at the EOC. Certificates were awarded to 18 participants from EOC Staff, Solid Waste Staff, Animal Control Staff, Parks & Rec Staff, Franklin County Schools Staff, Capital Area Community Action and EOC Volunteers. Thank you to all departments who attended and our Awesome Instructors who made this such an amazing class.
 39. 04/26/22 Follow up on letter for HLMP Grant to submit to FDEM.
 40. 04/27/22 Re-Open of Bloody Bluff sent out via Alert Franklin and posted to Facebook
 41. 04/27/22 Follow up on Island View Park information.
 42. 04/27/22 Spoke to Gina Taranto regarding a CPR class being needed at ABC School. Coordinating with Gina and Richard Lewis, EMS Director to schedule the class.
 43. 04/28/22 Spoke to Virginia with FCRD regarding dot Certification of Pits.
 44. 04/29/22 Completed Re-Entry Tags for EOC.
 45. 04/29/22 Spoke to Taylors Building Supply regarding Logo for Build Your Disaster Bucket.
 46. 04/29/22 Spoke to Property Appraisers Office regarding Build Your Disaster Bucket.
 47. 04/29/22 2 Message Board Signs loaned to FSU Marine Laboratory for Open House.
 48. 04/29/22 Required Monthly IPAWS Testing Completed.
 49. 05/08/22-05/13/22 EOC Staff will be attending Training and Workshops at the Governors Hurricane Conference in West Palm Beach.
 50. EOC staff are working to update slides to be pushed out on our digital kiosks located throughout the county.
 51. EOC staff are updating the logistics plan including the Emergency Fuel Plan.
 52. EOC Staff is in the planning process for a Build a Disaster Bucket Event. This event will be used to educate residents on how to better prepare for a disaster. Attached is the Flyer for this event. Please feel share the information as much as possible.
 53. EOC will be hosting a G-205 Recovery from Disaster: The Local Government Role 06/21/22-06/24/22. Scheduled Class and Emailed County and City officials inviting them to register and attend.
 54. EOC Staff continue to update our Kiosks located throughout Franklin County with COVID Information along with Preparedness information for storms and disasters.
- KIOSK LOCATIONS:

Carrabelle – Franklin County Courthouse Carrabelle Annex
Carrabelle Chamber of Commerce
Eastpoint – Carquest
Apalachicola – Franklin County Emergency Management
Apalachicola Chamber of Commerce
Apalachicola Post Office

55. EOC Staff are verifying our SERT Emergency Sites including Disaster Recover Center's, County Staging Areas, County Points of Distribution, Sandbag Distribution Locations, etc.
56. Eastpoint Sandbags have been filled. Will follow up on dates to complete filling of bags in Carrabelle and Apalach.
57. EOC Staff are in the planning process for a WebEOC training for all persons who work the EOC during a disaster. This training will allow for ease of use of the WebEOC software during an event. Notices for this training will be sent out very soon.
58. EOC Staff is in the planning process of an exercise to test the communications using Alert Franklin.

Pamela Brownell

Pamela Brownell
Director



MEETING DATE: May 3, 2022
DEPARTMENT: UF/IFAS Franklin County Extension Program
TOTAL ATTACHEMENTS: None

=====

Informational Items

General Extension Activities:

1. During this period, the Extension office assisted citizens on topics related to interpreting soil reports, and Spring gardening. Extension Director participated in interviews to hire a new Wildlife Ecology professor at our North Florida Research and Education Center District office in Quincy

Sea Grant Extension:

2. Extension Director coordinating/planning with other Sea Grant faculty to host a workshop on riverine turtles of North Florida at the Franklin County Extension office on May 16.
3. Extension Director collaborating with state Shellfish Specialist to host two meetings to share information from recent studies related to the oyster aquaculture industry. One will be hosted at the Wakulla County Extension office on May 4 and one in Franklin County on May 5 at the FSU Coastal and Marine Lab. Both meetings will start at 3 pm.

4-H Youth Development:

4. Extension Director participated in the Districtwide 4-H Public Speaking Contest that was hosted at the Wakulla County Extension facility. We had two Franklin County youth who presented their speeches at the event.

Family and Consumer Sciences:

5. Our Family Nutrition Program assistant continues providing nutrition programming in local schools, along with teaching a nutrition program to adults about healthy cooking.

Agriculture/Home Horticulture:

6. Extension Director conducted multiple field visits in Apalachicola and Carrabelle during this period to assist homeowners on various issues with plants or pests.
7. Extension Director collected a palm tissue sample and sent it to the UF Palm Disease Diagnostic Lab for analysis. Potential for Lethal Bronzing Disease.



MEETING DATE: May 3rd, 2022
NAME/DEPARTMENT/AGENCY: Whitney Roundtree/Franklin County Public Library
TOTAL ATTACHMENTS:

=====

Action Items:

- 1) None

Informational Items:

1) May 21st, we will be participating in the Franklin County Emergency Management's Build-a-Bucket Day, providing travel games and children's activity books that patrons may add to their disaster readiness kits. Materials and resources were provided by the Friends of the Franklin County Public Libraries.

2) May 10th, Medicare counseling will be available at the Eastpoint branch. A trained local SHINE volunteer will be available to provide free, unbiased and confidential counseling and to answer general questions about Medicare, Medicare Health plans and financial assistance with healthcare costs for seniors. Medicare materials about Medicare will be available. SHINE (Serving Health Insurance Needs of Elders) is a Department of Elder Affairs program.

3) May 10th, I will be attending PLAN's professional development training titled "Libraries on the Front Lines of Democracy: Protecting America's Freedom to Read" at Gulf State College. Kristin Pekoll, Assistant Director with the ALA Office of Intellectual Freedom will join us for this conference and provide information on how to navigate book challenges.

Library Events:

Eastpoint Branch
160 Hickory Dip Rd
Eastpoint, FL 32328
850-670-8151

May 3rd- Diabetes Awareness at 10:00 AM. This is a monthly program that meets the first Tuesday of the month. Stop by and have all your questions about diabetes answered from a trained professional.. No appointment is needed, this program is free and open to the public.

May 3rd– Book Chat at 1:30 PM. This is a monthly group that meets to discuss the current books they have been reading or maybe interested in reading. There is no set book for this group; the book of choice is up to the individual

May 5th- Cinco de Mayo Fiesta from 9:00 AM-5:00 PM. Come and celebrate Cinco de Mayo with the Franklin County Public Library. Join us for a fun filled day of activities including the making traditional crafts, stories, piñatas and more! This is an all day event.

May 10th- Medicare counseling at 10:00 AM- A trained local SHINE volunteer will be available to provide free, unbiased and confidential counseling and to answer general questions about Medicare, Medicare Health plans and financial assistance with healthcare costs for seniors. Medicare materials about Medicare will be available. SHINE (Serving Health Insurance Needs of Elders) is a Department of Elder Affairs program.

May 11th- Crafty Kidz Club at 3:30 PM- This is a group for children ages 6-10 that enjoy using their imagination to create beautiful works of art they can take home. Supplies provided.

May 18th - Writers forum at 1:00 PM. Are you or someone you know interested in becoming a writer? This group meets once a month to discuss new ideas and learn useful tips from local author, Dawn Radford.

May 24th- Story Time at 3:30 PM. This is a program for younger children to come to the library and listen to a story and followed by an activity.

Thursdays – Hope Florida 9:00 AM- 4:00 PM. We’ve partnered with the Department of Children and Families to have a Care Navigator on site at Franklin County Public Library branches. **What’s a Care Navigator?** As part of Hope Florida – A Pathway to Prosperity, Care Navigators provide one-on-one support to develop an individualized plan to help customers achieve economic self-sufficiency.

**Carrabelle Branch
311 St, James Ave
Carrabelle, FL 32322
850-697-2366**

May 4th- Star Wars Fan Day from 11:00am-5:00pm. For the “younglings” (ages 0-5) we have a Star Wars themed story time at 11:00 followed by a craft and scavenger hunt. For the “padawans” (ages 6+) we have Jedi Training Academy from 3:30-5:00 PM featuring fun games and prizes.

May 6th- Book Chat at 1:30 PM. This is a monthly group that meets to discuss the current books they have been reading or maybe interested in reading. There is no set book for this group; the book of choice is up to the individual.

May 5th & 19th- Maker Space at 4:00 PM. This is a group of kids who meet to learn how to build and design different things and learn about different topics, like science and art.

May 7th, 14th & 21st - Saturday Storytime at 11:00 AM. Join us Saturdays for story time with a special guest reader.

May 7th, 14th & 21st - Plant Clinic at 11:00 AM-1:00 PM. This program is hosted by the Franklin County Master Gardeners. If you have any concerns or questions about your garden and plants this is the place to find the answers.

May 10th- Anime Club-4:00pm. This group meets once a month to discuss new events and their favorite anime characters, books and more. It is great way to meet others who share the love of anime and to make new friends.

Wednesdays – Hope Florida 9:00 AM- 4:00 PM. We’ve partnered with the Department of Children and Families to have a Care Navigator on site at Franklin County Public Library branches. **What’s a Care Navigator?** As part of Hope Florida – A Pathway to Prosperity, Care Navigators provide one-on-one support to develop an individualized plan to help customers achieve economic self-sufficiency.

MEETING DATE: May 3rd, 2022

NAME/DEPARTMENT/AGENCY: Cortni Bankston/Zoning Administrator

TOTAL ATTACHMENTS:

=====

Action Items:

- 1) Appointment of Alternate Board member for District 3 – Marzetta Davis

Marzetta is a native of Apalachicola and has worked in county and state government off and on since 1983. She's worked with the Clerk of the Circuit Court and the Property Appraiser's office. She also worked with the Gulf County Tax Collector's office and the Florida Department of Revenue. She received a transfer to the Orange County Tax Collector's office and stayed through December of 2020 until her parents' age and health made it necessary for her to return home to Apalachicola. Now back working with Franklin County Tax Collector's office, she's happy to be home and seize this opportunity to take part in becoming a member of the Franklin County Planning and Zoning Adjustment Board.

BCC Report for May 03, 2022 from the airport: (UPDATED)

Good Morning Commissioners, Again most of my report this morning is lots of FYI:

a) And again--as reported last meeting--all Projects and issues addressed in previous meetings are still ongoing—however the last several weeks have been rather hectic.

b) Representing the county--I accompanied David Smith for the FDOT airport licensing inspection Tuesday 4/19/22. David Roberts (big boss) and a co-department person (in training) also were in attendance.

The inspection went well—however there are deficiencies and consequences.

There were two up front requirements:

- 1) Two 80 BC Fire Extinguishers.
(on site extinguishers are good through July 2022)
- 2) Operational Public Telephone
(Needs replacing)

I was given two options 1) of the FDOT not issuing a renewal license or 2) closing RW 18 Approach because of vegetation obstacles in the 18 Approach. I chose to issue a NOTAM as required—closing the 18 Approach (effectively closing the runway)—RW 36 will remain open. It will be in effect until the upcoming obstruction project is accomplished.

Another serious deficiency is ~10 foot high brush vegetation for some 20 to 30 feet encroaching along the North edge of the RW 32 Approach—an area that I cleared and kept mowed some 15 to 20 years ago—that has not been kept mowed over the years. I offered to get this area cleared ASAP, with our Brown tree cutter, which David agreed to. The Brown Tree Cutter is a Bush Hog type of extra Heavy Heavy Duty cutter. It mounts to the larger tractor through a 3-point hitch.

There is a sizeable sink hole North of RW 06/24 that has to be filled and graded—as well as several Gopher holes in the Approaches.

UPDATE: JAY IS WORKING ON THE SINK HOLES. HE SHOWED ME SEVERAL MORE SINK HOLES. WE NEED A

COUPLE MORE LOADS OF FILL DIRT. PLAN TO CALL HOWARD MONDAY.

The tree/vegetation clearing project must be accomplished ASAP—without delay. The Approaches and 7 to 1 edges are to be cleared to the property lines

The windsock is very faded and needs to be replaced.

The Tetrahedron needs repair. (I patched it temporarily)

John Collins, Michael Moron and I are scheduled to meet Friday April 29th for debriefing of the Inspection.

UPDATE: OUR VIRTUAL MEETING WENT WELL. WE WILL SOMEHOW GET THE 32 APPROACH CLEARED AND EXPEDITE THE VEGETATION REMOVAL ON RW 18 APPROACH.

Considering other airport deficiencies:

The RW 14 PAPI was reported intermittent. I finally, after several inspections found it inoperative. After discussing it with John Collins and the installer (Marty in Tifton, GA) and downloading a manual from the Web. I determined that the two units working together were indeed inoperative. I found the inside unit not level—which I leveled. It has worked each time checked in the past ~3 weeks. All 4 PAPI units for RW 14/32 should be checked and serviced/recalibrated by the professional installer and FAA Flight checked. An amount of up to \$2000 service fee has discussed. Currently I have the RW14 PAPI NOTAMED as inoperative.

UPDATE: MICHAEL HAS AUTHORIZED UP TO \$2,000.

UPDATE: IN CHECKING--AS OF SUNDAY THE PAPI HAS NOT ONCE FAILED—SINCE I LEVELED IT.

I repaired the “T” Hanger road electric gate. However the gate still needs alignment.

After promising David that I would use the Brown Tree Cutter to cut the brush—I found it to be in deplorable shape—three blades worn and the forth missing. The 4 replacement blades and bolt kits are quoted from AG Pro for ~\$1,000. Each blade must weight—just a guess—a hundred pounds—and the fly wheel disc they are mounted to must weigh a thousand pounds. Also need hardware pin kit for the 3-point hitch.

UPDATE: WITH MICHAELS APPROVAL—I ATTEMPTED TO SECURE NEW BLADES. TALLY AG PRO SAID THAT THOMASVILLE AG PRO HAD THE BLADES IN STOCK—AND TO ORDER THEM FROM THEM. UPON CONTACTING THOMASVILLE--THEY REPORTED THAT THEY DID NOT HAVE A SET IN STOCK—BUT TALLY DID????—ANYWAY THEY ARE TO BE ORDERED. THOMASVILLE SUGGESTED--TO TAKE THE OPPOSING BLADE OFF AND USE AS A TWO BLADE SYSTEM—FOR A TEMPORARY SITUATION—WHICH I HAD ALREADY CONSIDERED. BACK AT THE FARM—I TRIED TO REMOVE THE OPPOSING BLADE--WITHOUT SUCCESS—NEED HEAT FOR THE MONSTER MOUNTING BOLT/OR AND A 1' DRIVE IMPACT WRENCH. JONATHON WILL ATTEMPT THIS TASK ON MONDAY.

IN THE MEANTIME—JAY USED THE FORKS MOUNTED ON THE 5520 (WHICH HAD RECENTLY COME OUT OF BEING SERVICED) FRONT END LOADER TO ACTUALLY PROBE DOWN UNDER THE ROOTS AND LIFT THE BUSSHES OUT OF THE GROUND—WHICH WORKED FAIRLY WELL—MAYBE EVEN BETTER THAN JUST CUTTING THEM? I WILL MEASURE MONDAY—BUT IT WOULD APPEAR THAT HE ALMOST HAS THE JOB DONE.

The 20 foot batwing mower needs a tire/tube—it was run flat.

UPDATE: I DISMOUNTED THE TIRE AND PATCHED THE TUBE—IT APPEARS TO BE HOLDING AND USEABLE?

c) As reported in recent BCC meetings: Our county mechanics have been working on servicing and repairing airport equipment. The John Deere 110 is in the county shop—however needs more specialized repair—and we now have an estimate. (Received Thursday from Howard)

Resurface and polish seven cylinders using HVOF—a high velocity thermal coating process. High velocity OXY—fuel spray.

Total estimated labor	2,852.00
Segment 04 total	2,852.00

Remove and install hydraulic control valve and rear backhoe control valve. Install again after resealing.

Total estimated labor	757.20
Segment 05 total	757.20

Replace gasket/reseal Hydraulic control valve (014 5051)

Disassemble both hydraulic control valves and

Install all new gaskets & seal kits. Mounting seals and gaskets for both valves.

Total estimated parts:	451.89
Total estimated labor:	1,160.00
Segment 06 total	1,611.89
Total Segments:	8,939.19

Environmental/miscellaneous	300.00
Total (before taxes)	9,239.19
Total estimate	9,239.19

The John Deere 110 is a small to medium size front end loader/backhoe. It is used around the airport for small jobs like filling sink/gopher holes and minor grading. The backhoe is detachable and a 3-point hitch attachment for connecting a bush hog type mower/blower/stump grinder, etc. The front end loader bucket is quick detachable for forklift forks capability. It is also used for towing/moving aircraft and fence repair—A very versatile/usable machine.

UPDATE: IN ADDITION TO THE PREVIOUS MENTIONED JUSTIFICATION OF THE 110--IN DISCUSING IT WITH JAY—HE

TELLS ME THAT THE 110 IS INDESPENSIBLE IN THAT HE USED IT EXTENSIVELY BEFORE IT BECAME INOPERABLE

It has serious mostly hydraulic/electrical problems from being outside in the weather—and lack of maintenance—for the past 9 plus years; as does other equipment and especially implement equipment—all in deplorable condition—but all restorable.

Note: In particular when the 110 was delivered—I was advised that it should be sheltered (because of its electro/hydraulic system). As also should most of the other equipment. I passed this information on to my successors—and was told that the equipment would be housed in vacant hanger space?—**IT WAS NOT, HOWEVER.**

c) FYI: For this reason--as previously stated--I am stepping up researching a proposal plan for another shelter for the airport equipment—as well an office for the Airport Manager. I currently am considering several possible options. Note: Because of other pending activities--**I don't have a recommendation as of yet.**

d) FYI: I was notified Thursday of a hard landing incident that occurred Saturday. There were no reported injuries—however the aircraft has extensive damage. It was reported that the Birmingham FSDO (Flight Standards District Office)(FAA) has been notified.

e) FYI: Thursday--I found an EPIRB (Emergency Position Indicating Radio Beacon) transmitting. It was traced to an aircraft in the FBO hanger. They said it has been transmitting since Wednesday? The pilot had landed, locked his aircraft and left.

UPDATE: STAN REPORTS THAT THE PILOT WAS FINALLY LOCATED AND THE EPIRB RESET.

f) UPDATE: A NEW PROBLEM IS THAT I FOUND THE LEFT REAR TIRE ON THE BIG JOHN DEERE 5625 IS FLAT AND APPEARS IN BAD SHAPE. I WILL HAVE JONATHAN LOOK AT IT MONDAY—TO DETERMINE IF IT IS REPAIRABLE.

NOTE: A GOOD EXAMPLE OF WHY THE FDOT FUNDED A THIRD TRACTOR. THE 110 IS INOPERATIVE IN THE SHOP—THE

5625 IS INOPERATIVE FOR A VERY EXPENSIVE REAR TIRE AND THE 5520 IS RUNNING BUT STILL HAS PROBLEMS—FOR EXAMPLE: TO NAME A COUPLE--THE BACK SAFTY GLASS IS BROKEN OUT AND THE AIR CONDITIONER IS IOPERATIVE—AND THE GRASS NEEDS MOWING AGAIN. AN EXAMPLE OF THE JUSTIFICATION OF THE ENCLOSED CAB AND AIR CONDITIONG—IN ADDITION TO THE UNBEARABLE HEAT FROM THE TRACTOR OUT ON THE OPEN AIRPORT--IN THE CAB WITH A BROKEN AIR CONDITIONER.

A FEW YEARS AGO WHEN I WAS MOWING ON THE AIRPORT—I INADVERTENTLY BACKED THE BUSH HOG INTO A BUSH WITH A HORNETS NEST AND THE CAB SUDDENLY WAS COVERED WITH MAD HORNETS!!!!!!(I AM DEATHLY ALLERGIC TO WASP/HORNET STINGS)

Respectfully,
Ted Mosteller

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

The Honorable Loranne Ausley
Florida Senate
202 Senate Building
404 South Monroe Street
Tallahassee, FL 32399-1100

Subject: HB 3C/Eastpoint Water and Sewer District

Dear Senator Ausley

The Franklin County Board of Commissioners would like to express their unanimous support to maintain and re-establish the Eastpoint Water and Sewer District in Franklin County, FL. The Eastpoint Water and Sewer District provides water and sewer services to its customers in an efficient and cost-effective manner, that has served the area for over 55 years. The loss of the District would create an undo financial burden on county residents and increase the strain on county staff. Eastpoint, Florida is a precious economic resource that has faced critical economic concern for decades and it has always been the goal of the District Board to be responsible stewards of the revenues created and received so as to minimize the impact of the required operational cost on its customers. Over the last year Eastpoint, FL is experiencing a tremendous amount of growth which is only possible by the central system that Eastpoint Water and Sewer District operates. The District provides services not only to residential customers but also to commercial customers including all restaurants, RV parks, convenience stores, business offices, banks, the Apartments managed by USDA-RD, the Florida Estuary complex managed by DEP and the Franklin County Library. The District's industrial customers such as the Franklin County Sheriff's Office, Franklin County Landfill, the Humane Society, Veterinary Offices, Doctor Offices and the Franklin County Consolidated School would not have been possible to construct without the existence of the District's central water and sewer system specifically due to their close proximity to the Apalachicola

Bay. The District protects the natural and economic resources of Eastpoint by focusing its revenues on maintenance of infrastructure, planning ahead for potential growth, avoiding the installation of sewer lines near ecologically sensitive areas as well as expanding services in an effort to reduce the number of coastal wells and septic tanks which the Florida Department of Environmental Protection and the EPA have stated are detrimental to ecosystems like the Apalachicola Bay. The business and industrial customers of the District provide their respective services to all of Franklin County not just to Eastpoint. Many of these customers operate outside the District Boundaries however with planned expansion and prudent construction, these businesses are possible and thriving. The District has never defaulted on any loan and is current with all its debt service obligations having always maintained the required debt service accounts prescribed by USDA-RD and its bonds at the same time responsibly managing the increase of Ad-Valorem Taxes and rates in a manner that minimized the burden on the customer. The Board of Commissioners, County Staff and the Employees of the Eastpoint Water and Sewer District have always maintained a professional relationship and have always worked in a spirit of cooperation for the betterment of the District residents as well as keeping in mind the County's well-being. We hope that you will agree with our support and assist the Eastpoint Water and Sewer District in pursuing its re-establishment with all required guidelines from the legislature.

Respectfully,

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

The Honorable Jason Shoaf
Florida House of Representatives
402 South Monroe Street
Tallahassee, FL 32399-1300

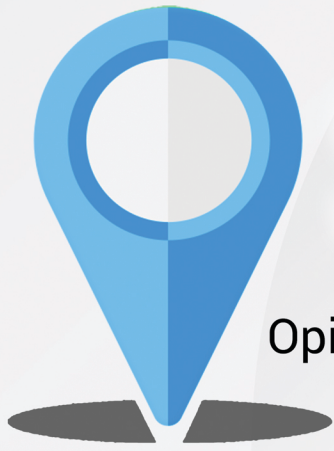
Subject: HB 3C/Eastpoint Water and Sewer District

Dear Representative Shoaf,

The Franklin County Board of Commissioners would like to express their unanimous support to maintain and re-establish the Eastpoint Water and Sewer District in Franklin County, FL. The Eastpoint Water and Sewer District provides water and sewer services to its customers in an efficient and cost-effective manner, that has served the area for over 55 years. The loss of the District would create an undo financial burden on county residents and increase the strain on county staff. Eastpoint, Florida is a precious economic resource that has faced critical economic concern for decades and it has always been the goal of the District Board to be responsible stewards of the revenues created and received so as to minimize the impact of the required operational cost on its customers. Over the last year Eastpoint, FL is experiencing a tremendous amount of growth which is only possible by the central system that Eastpoint Water and Sewer District operates. The District provides services not only to residential customers but also to commercial customers including all restaurants, RV parks, convenience stores, business offices, banks, the Apartments managed by USDA-RD, the Florida Estuary complex managed by DEP and the Franklin County Library. The District's industrial customers such as the Franklin County Sheriff's Office, Franklin County Landfill, the Humane Society, Veterinary Offices, Doctor Offices and the Franklin County Consolidated School would not have been possible to construct without the existence of the District's central water and sewer system specifically due to their close proximity to the Apalachicola

Bay. The District protects the natural and economic resources of Eastpoint by focusing its revenues on maintenance of infrastructure, planning ahead for potential growth, avoiding the installation of sewer lines near ecologically sensitive areas as well as expanding services in an effort to reduce the number of coastal wells and septic tanks which the Florida Department of Environmental Protection and the EPA have stated are detrimental to ecosystems like the Apalachicola Bay. The business and industrial customers of the District provide their respective services to all of Franklin County not just to Eastpoint. Many of these customers operate outside the District Boundaries however with planned expansion and prudent construction, these businesses are possible and thriving. The District has never defaulted on any loan and is current with all its debt service obligations having always maintained the required debt service accounts prescribed by USDA-RD and its bonds at the same time responsibly managing the increase of Ad-Valorem Taxes and rates in a manner that minimized the burden on the customer. The Board of Commissioners, County Staff and the Employees of the Eastpoint Water and Sewer District have always maintained a professional relationship and have always worked in a spirit of cooperation for the betterment of the District residents as well as keeping in mind the County's well-being. We hope that you will agree with our support and assist the Eastpoint Water and Sewer District in pursuing its re-establishment with all required guidelines from the legislature.

Respectfully,



Startingpoint

Opioid Use Disorder Recovery Management Program

Connecting Rural Communities with Resources for Opioid Use Disorder

Wrap-around support is provided through Case Management, Linkage to Care, Motivational Coaching, and Resource Identification to promote lasting success for participants age 13+ and their families.

Case Management

- + Develop Individualized Treatment Plan
- + Assist Participants and their Support System
- + Provide Diverse Care Options and Resources
- + Monitor and Evaluate Participant Progress
- + Link Participants with Treatment Options
- + Manages Multi-organization Transitions
- + Identify Ways to Overcome Barriers to Treatment

Recovery Coaching

- + Personalized Recovery Experience
- + Participant Care Plan Navigation
- + Encourage Open and Consistent Communication
- + Collaborate with Program Case Manager
- + Goal-focused Achievement
- + Peer Recovery Support
- + Available for Local Support

Serving Calhoun, Franklin, Gulf, Jackson, Liberty, and Washington Counties.

850.215.5111

**RESOLUTION OF THE ALLIGATOR POINT WATER RESOURCE DISTRICT
AUTHORIZING VOTING ON REFERENDUM BY MAIL – IN BALLOT ELECTION,
PROVIDED FOR IN CHAPTER 101, FLORIDA STATUTES**

WHEREAS, Alligator Point Water Resource District Board of Directors (“Board”) adopted Resolution # 2022 - ____ on _____, 2022, authorizing proceeding through the Florida Legislature, expanding the district’s geographic boundaries; and,

WHEREAS, the Franklin County Commission on _____, 2022, adopted a resolution supporting the Board seeking passage of a special act to expand the district boundaries; and,

WHEREAS, a bill was filed with the Florida Legislature, CS/HB 1491 (2022), expanding the district as provided; and,

WHEREAS, on _____ 2022, the Florida Legislature passed CS/HB 1491 (2022), expanding the geographical boundaries of the Alligator Point Water Resource District, to include customers outside the previous boundaries; and,

WHEREAS, the Governor of the State of Florida signed the CS/HB 1491 (2022) on _____ 2022; and,

WHEREAS, the act requires the Board to have final approval by referendum vote of electors who live outside of the current District, but reside in the expanded area, and qualified to vote;
and,

WHEREAS, in discussions with the Franklin County Supervisor of Elections, it has been

determined that a vote on the referendum by mail-in ballot would be the most appropriate means to conduct said election.

NOW, WHEREFORE, be it resolved by the Alligator Point Water Resource District Board of Directors:

1. The above recitations are deemed true and correct.
2. The District specifically requests and authorizes, adopts and endorses the referendum election be conducted by mail-in ballot in cooperation with the Franklin County Supervisor of Elections. As authorized by Chapter 101.6103, Florida Statutes.

PASSED AND ADOPTED this ____ day _____ 2022.

ALLIGATOR POINT WATER
RESOURCE DISTRICT

Chairman

ATTEST:

Office Manager

BALLOT TITLE: REFERENDUM EXPANDING DISTRICT BOUNDARIES FOR THE ALLIGATOR POINT WATER RESOURCES DISTRICT (“APWRD”) OF FRANKLIN COUNTY FLORIDA.

SUMMARY: APWRD IS AN INDEPENDENT SPECIAL DISTRICT, WHOSE BOUNDARIES WERE CODIFIED IN CHAPTER 2005-351, LAWS OF FLORIDA. HB 1491 WAS ADOPTED BY THE FLORIDA HOUSE AND SENATE SIGNED BY THE GOVERNOR ON _____. THE REFERENDUM MAJORITY VOTE OF REGISTERED VOTERS IS REQUIRED BY THE ABOVE LEGISLATION. THE PURPOSE OF THE SPECIAL ACT AND REFERENDUM IS TO AUTHORIZE EXPANDING THE DISTRICT BOUNDARIES TO INCLUDE ALL AREAS CURRENTLY OUTSIDE THE DISTRICT WHICH ARE RECEIVING SERVICES FROM THE DISTRICT. AFTER APPROVAL, THE BOARD WILL ELIMINATE THE SURCHARGE CURRENTLY PAID BY THOSE CITIZENS WHO THEREAFTER WILL BE SUBJECT TO THE LIMITED AD VALORUM TAX AUTHORITY TO BE ASSESSED EQUALLY AMONG ALL CUSTOMERS.

A “yes” vote means approval of the request for APWRD to expand its district boundaries

A “no” vote means rejection of the request for APWRD to expand its district boundaries

REQUEST: Shall the district expand to include residents that receive services but are outside of the pre-existing district? If approved, the expansion of the district will eliminate surcharges and will provide an equitable sharing of capital improvement costs. If approved, Alligator Point Water Resources District will expand the districts legal boundaries to incorporate all areas it currently service beginning on _____.

Yes _____

No _____

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2022

BETWEEN:

**The City of Carrabelle, a Florida Municipality, as
the governing authority for the Carrabelle
Volunteer Fire Department**

- and -

**Franklin County, Florida, as the governing
authority for the Lanark St. James Fire
Protection and Rescue Services Unit**

WHEREAS, Franklin County (County) has requested and the City of Carrabelle (City) through the Carrabelle Volunteer Fire Department has offered to extend fire protection and rescue services to the area of the County known as the Lanark St. James Fire Protection and Rescue Services Unit (“Lanark”).

WHEREAS, the St. James Lanark Volunteer Fire Department, Inc. is currently unable or unwilling to be the primary responding party for fires and other emergencies within its service territory. The Carrabelle Volunteer Fire Department has agreed to provide assistance to Lanark as a primary responder to fires and other emergencies within the Lanark service territory on the terms set forth herein.

WHEREAS, the parties hereby authorize their fire departments to give aid to one another on an as needed basis, and in furtherance of this resolve, the parties agree as follows:

1. Franklin County, as the governing body of the Lanark St. James Fire Protection and Rescue Services Unit, has requested that the City, through the Carrabelle Volunteer Fire Department, provide primary fire and rescue services for the Lanark St. James Fire Protection and Rescue Services Unit, and the City hereby authorizes its Volunteer Fire Department to be the primary responder to fires and other emergencies within said district in the event of fires, or other emergencies.
2. The Carrabelle Volunteer Fire Department (Carrabelle VFD) shall respond to a fire, and other emergencies, within the Lanark St. James Fire Protection and Rescue Services Unit (Lanark VFD) per the Franklin County dispatch/911 coordinator. All air ambulance flights shall be dispatched to and depart from the Carrabelle Thompson Airport or the Helipad located at the Weems Medical Center East in Carrabelle. The Carrabelle VFD shall not
3. In other circumstances, in the event that in the judgment of the Fire Chief, or any other officer in charge of the fire department, a fire or other emergency requiring fire department equipment is occurring, or is about to occur, in his territory of such magnitude that it cannot be adequately controlled by local firefighting equipment and personnel, said officer may call on the other fire departments to furnish available firefighting equipment and personnel for use; either
 - (a) in combating the fire or other emergency or
 - (b) as a standby reserve to meet all other calls that may occur before the local firefighting force is free to take care of them.
4. Any standard operating procedures jointly developed by the parties will form part of this agreement and will be attached as an appendix and shall be reviewed annually.
5. Equipment of the Carrabelle VFD damaged as a result of accident during a response in the Lanark St. James territory will be repaired or replaced either with insurance proceeds or, if neither party’s insurance provides coverage, then from the MSBU funds from the Lanark St. James Fire Protection and Rescue Services Unit. Any such claim shall be reported in writing to the City and County within five calendar days of occurrence of the accident and contain sufficient details to determine the cause and extent of damages known at the time of the report.
6. When the Carrabelle VFD is dispatched to the Lanark St James service territory it shall be reimbursed by the County at a rate of \$160.00 for personnel services and \$90.00 per truck taken to the scene of each fire or rescue services, as follows: A written invoice detailing the reimbursement request for personnel services and equipment shall be submitted to Erin Griffith, Fiscal Manager, 34 Forbes Street, Apalachicola, FL 32320 or emailed to her at

erin@franklincountyflorida.com, for processing at the next regular meeting of the County, if the invoice is received by the County no later than the Thursday the week immediately preceding either the 1st or 3rd Tuesday of each month. Payments to the Carrabelle VFD for services provided pursuant to this agreement shall only be made from the Lanark St. James Fire Protection and Rescue Service Unit MSBU funds. Except as provided in paragraph 5 for repair of damages to Carrabelle's equipment while responding to the Lanark St James Unit, the MSBU funds for the Lanark St. James Fire Protection and Rescue Services Unit shall only be expended for fire and rescue services within the Lanark St. James Unit.

7. The Carrabelle Fire Department's equipment will be suitably marked for ease of identifying equipment used during a response to a fire or emergency rescue services.

8. The fire chief of Carrabelle will ensure that their personnel receive instruction as to the contents of this Agreement on an annual basis so that this Agreement will be carried out in an efficient manner.

9. Upon receipt of such a call as contemplated herein, the Carrabelle VFD shall furnish such equipment and personnel as may be available for the Lanark St. James territory except that said fire department shall always be permitted to retain sufficient firefighting equipment and personnel to fight any fire or meet any emergency within its own service territory boundaries that may be reasonably anticipated.

10. (a) Each party will provide workers' compensation insurance to cover its own personnel for compensable injuries arising out of aid rendered and training under this agreement, as applicable.
- (b) Each party is liable for damage to and loss of its own equipment, except as otherwise provided in this agreement.
- (c) Each party is liable for its negligent acts or omissions causing property damage, bodily injury or death, to the equipment or personnel of the other party to the extent permitted by law.
- (d) Each party shall indemnify, defend and hold harmless the other party from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from the negligent acts or omissions of the party's personnel.
- (e) Each stricken or calling party shall indemnify, defend and hold harmless the aiding party from all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from incidents in the calling party's territorial jurisdiction or in any area outside the calling party's territorial jurisdiction enroute to or from the fire or other emergency.

(f) Each party will provide liability insurance in an amount of not less than one million dollars (\$1,000,000.00) per occurrence.

11. This agreement shall become effective upon the date hereof and shall remain in full force and effect until December 31, 2022, and by mutual agreement shall renew automatically on an annual basis. The Agreement may be terminated by provision of thirty (30) days written notice by either party to the other.

IN WITNESS WHEREOF the parties hereto have affixed their respective corporate seals, attested by the hands of their respective officers duly authorized in that behalf the day and year first above written.

Signed, Sealed and Delivered
this _____ day of April, 2022

) **City of Carrabelle**
)
)
)
) _____
) Mayor
)
)
) _____
) Clerk

Signed, Sealed and Delivered
this _____ day of April, 2022

) **Franklin County, Florida**
)
)
) _____
) Chairman
)
)
) _____
) Clerk

ORDINANCE NO. 2022-__

AN ORDINANCE OF FRANKLIN COUNTY, FLORIDA THAT ADOPTS THE PROCEDURES AND PENALTIES OF FLORIDA STATUTES CHAPTER 162 FOR THE ENFORCEMENT OF FRANKLIN COUNTY CODES AND ORDINANCES AND THAT DESIGNATES A SPECIAL MAGISTRATE; PROVIDING FOR EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. ADOPTION OF F.S. CHAPTER 162. Franklin County hereby adopts Florida Statutes 162.01 – 162.30, as may be amended from time to time, for enforcement of its codes and ordinances.

SECTION 2. SPECIAL MAGISTRATES. The Franklin County Board of County Commissioners may designate one or more special magistrates to hold hearings and assess fines and penalties against violators of Franklin County codes and ordinances. In the alternative, the Board of County Commissioners may delegate to the County Attorney the authority to designate special magistrates. The special magistrate shall have the same status, jurisdiction and authority as a code enforcement board.

SECTION 3. OTHER METHODS OF ENFORCEMENT. Nothing in this Ordinance shall prohibit Franklin County from enforcing its codes and ordinances by any other legal means.

SECTION 4. REPEALER. That any other ordinance or provision or an ordinance in conflict with this Ordinance shall be repealed to the extent of, but only to the extent of, the explicit conflict with this Ordinance.

SECTION 5. SEVERABILITY. That in the event any part of this Ordinance is deemed to be unconstitutional or invalid for any reason, the remainder of the Ordinance shall remain in full force and effect.

SECTION 6. EFFECTIVE DATE. This Ordinance shall become effective as provided by law.

PASSED AND ADOPTED BY FRANKLIN COUNTY, FLORIDA ON THIS 3rd DAY OF May, 2022.

BOARD OF COUNTY COMMISSIONERS OF
FRANKLIN COUNTY, FLORIDA

Ricky D. Jones, Its Chairman

ATTEST:

Michele M. Maxwell
Clerk

APPROVED TO FORM:

Thomas M. Shuler, County Attorney

NOTICE OF INTENT TO CONSIDER ADOPTION OF A COUNTY ORDINANCE

Notice is given that on the 3rd day of May, 2022, at 11:00 a.m. (ET), or as soon thereafter as is possible, in the courtroom at the Courthouse Annex, located at 34 Forbes Street, Apalachicola, Florida, the Franklin County Board of County Commissioners shall conduct a public hearing to consider adopting a county ordinance entitled:

AN ORDINANCE OF FRANKLIN COUNTY, FLORIDA THAT ADOPTS THE PROCEDURES AND PENALTIES OF FLORIDA STATUTES CHAPTER 162 FOR THE ENFORCEMENT OF FRANKLIN COUNTY CODES AND ORDINANCES AND THAT DESIGNATES A SPECIAL MAGISTRATE; PROVIDING FOR EFFECTIVE DATE.

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

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

The meeting room is handicap accessible; however, those persons who may require special assistance to attend the public meeting must make arrangements in advance by calling deputy clerk Jessica Gay at 850-653-8861, x100 at least two business days in advance of the meeting.

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

Instructions to publisher:

Publish as a ***display ad*** on April 21, 2022, in the Apalachicola Times

Invoice this ad to:

Franklin County

c/o Linda Phillips

33 Market Street, Suite 203

Apalachicola, Florida 32320

NOTICE TO RECEIVE SEALED BIDS

Pursuant to the regulations found at 2 Code of Federal Regulations (CFR), Part 200 at seq., in addition to the statutory authority requirements and programmatic guidance governing the Federal Emergency Management Agency (FEMA) Disaster Recovery Programs the Franklin County Board of County Commissioners will receive sealed bids from any qualified person, company or corporation interested in constructing:

ST. GEORGE ISLAND FISHING PIER ROAD REPAIRS

Project is located at the St. George Island Fishing Pier Road in Franklin County, Florida and consists of replacing rip-rap, repairing guardrail and ribbon curb, and patching the asphalt roadway due to the storm damage.

Plans and specifications can be obtained by contacting Sharon Harrell at sharrell@dewberry.com or at 850.227.7200. Cost for Plans and Specifications will be \$50.00 per set and is non-refundable. Checks should be made payable to DEWBERRY and mailed to Dewberry, 324 Marina Drive, Port St. Joe, FL 32456. The bid must conform to Section 287.133(3) Florida Statutes, on public entity crimes.

Completion date for this project will be 60 days from the date of the Notice to Proceed presented to the successful bidder. Liquidated damages for failure to complete the project on the specified date will be set at \$250.00 per day.

Please indicate on the envelope that this is a sealed bid, for “**St. George Island Fishing Pier Road Repairs**”.

Bids will be received until 4:00 p.m. eastern time, on May 2nd, 2022, at the Franklin County Clerk's Office, Franklin County Courthouse, 33 Market Street, Suite 203, Apalachicola, Florida 32320-2317, and will be opened and read aloud on May 3rd, 2022, at the County Commission meeting at 34 Forbes Street, Apalachicola, FL.

The Board of County Commissioners reserves the right to waive informalities in any bid, to accept and/or reject any or all bids, and to accept the bid that in their judgment will be in the best interest of Franklin County. All bids shall remain firm for a period of sixty days after the opening.

All bidders shall comply with all applicable State and local laws concerning licensing registration and regulation of contractors doing business to the State of Florida. Franklin County encourages Minority Business Enterprises to respond to this Bid Invitation.

A **mandatory** pre-bid meeting will be held at the project site on April 14th, 2022, at 10:00 a.m. eastern.

If you have any questions, please call Erin Griffith at (850) 653-9387 Ext.158. All technical questions must be addressed in writing and emailed to Erin Griffith at erin@franklincountyflorida.com no later than April 21st, 2022.

NOTICE TO BIDDERS

**APRON REHABILITATION
at
APALACHICOLA REGIONAL AIRPORT
FRANKLIN COUNTY, FLORIDA**

Notice is hereby given that the Franklin County Board of County Commissioners will receive sealed bids at the Franklin County Office of the Clerk of Court, 33 Market Street, Suite 203, Apalachicola, Florida 32320 (office: 850-653-8861) until 4:00 PM local time on Monday, May 2, 2022, for the APRON REHABILITATION project at Apalachicola Regional Airport. All bids will be publicly opened and read aloud in the regularly scheduled meeting of the Board of County Commissioners on Tuesday, May 3, 2022. Bids must be submitted in a sealed envelope clearly marked "BID ENCLOSED: APRON REHABILITATION – APALACHICOLA REGIONAL AIRPORT." The project generally includes, but is not necessarily limited to the following tasks:

CONCRETE PAVEMENT REPLACEMENT, CRACK REPAIR, AND JOINT SEAL REMOVAL AND REPLACEMENT.

Beginning on Thursday, March 24, 2022, bidding documents may be examined at Franklin County Office of County Administrator, 33 Market Street, Apalachicola, Florida 32320 (office: 850-653-9783). Digital copies of the above documents may be obtained from the office of AVCON, INC., 320 Bayshore Drive, Suite A, Niceville, Florida 32578 (office: 850-678-0050). Hard copies of the above documents may be provided at cost. Questions relating to the Bid Documents shall be submitted to the Engineer.

Bid security in the amount of at least five percent (5%) of the total bid must be submitted with the bid. The bid security may be either a certified check or a proposal guaranty bond executed by a surety company authorized to do business in the State of Florida. Bid security shall be made payable to the Franklin County. The successful bidder must be able to furnish a 100% Performance Bond and a 100% Labor and Materials Payment Bond, and shall begin execution of this contract within five (5) calendar days following the date of the Notice to Proceed. Franklin County has established a Disadvantaged Business Enterprise (DBE) goal for this project. The DBE participation goal for this project is 15.4% and compliance requirements are listed in the bidding documents.

The time of completion for this Work is anticipated to be **150 calendar days** to achieve Substantial Completion; exact time requirements are defined in the Instructions to Bidders.

A **Non-Mandatory Pre-Bid Conference** will be conducted at the Apalachicola Regional Airport FBO Terminal at 8 Airport Road, Apalachicola, Florida 32320 on Friday, April 1, 2022 at 11:00 am local time (EDT). Questions related to the Bid Documents will be answered at that time. Attendance by prime contractors is strongly encouraged.

Franklin County, in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and 49 CFR, Part 26, Participation by Disadvantaged Business Enterprises (DBE) in Department of Transportation Programs, hereby notifies all bidders that it will affirmatively ensure that disadvantaged business enterprises are afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.

OWNER'S CONTACT:

Michael Moron

Franklin County

34 Forbes Street

Apalachicola, Florida 32320

Tel: (850) 653-9783 x 155 Fax : (850) 653-9799

ENGINEER'S CONTACT:

John Collins, P.E., Project Manager

AVCON, INC.

320 Bayshore Drive, Suite "A"

Niceville, Florida 32578

Tel: 850-678-0050

All bids shall be sealed and shall be addressed as follows:

Franklin County Office of the Clerk of Court

33 Market Street, Suite 203

Apalachicola, Florida 32320

BID ENCLOSED: "APRON REHABILITATION – APALACHICOLA REGIONAL AIRPORT"

This project is funded by FDOT PTGA G1J91 and G1794 and the Federal Aviation Administration. The Franklin County Board of County Commissioners reserves the right to reject any and all bids, to waive any technical or legal deficiencies and to accept any bid that it may deem to be in the best interest of the County. No bidder may withdraw his/her bid for a period of 90 calendar days following the bid opening.



MEETING DATE: May 3, 2022
NAME/DEPARTMENT/AGENCY: Erin Griffith, Fiscal Manager/Grants Coordinator
TOTAL ATTACHMENTS: See Attached

=====

1. BOARD ACTION: RESTORE St. George Island Storm Water Drainage Project No-Cost Time Extension to Treasury

County staff is requesting approval from the Board to submit a No-Cost Time Extension Amendment to Treasury via Grantsolutions to extend the original Grant Award Agreement performance period (May 6, 2021 – May 5, 2022) an additional (12) months to end on May 5, 2023 to allow for the Florida Department of Transportation (FDOT) to provide guidance as to the County's maintenance responsibilities on the roads and retention ponds affected by the construction activities in the St. George Island Storm Water Drainage Project. If the scope of work is completed prior to the end of the newly proposed grant performance period, Franklin County can opt to close out the Grant Award Agreement early and submit a new grant application for the construction phase of the SGI Stormwater Improvements Project. The Supplemental Narrative to the application is attached.

Board action to approve the submittal of a No-Cost Time Extension Amendment to Treasury for the St. George Island Storm Water Drainage Project.

2. BOARD ACTION: Award CEI Contract CR30A SCOP Resurfacing Project Highway 98 to 13 Mile Road

At the September 21, 2022 meeting, the Board approved the contract with Southeastern Consulting Engineers, for the construction, engineering and inspection on the SCOP CR30A Resurfacing Project. Originally the project included the construction engineering and inspection services for approximately 5.26 miles of roadway. This revised agreement matches the reduced grant scope of 3.496 miles of roadway.

Board action to approve and authorize the chairman to sign the revised contract with Southeastern Consulting Engineers reflecting 3.496 miles of roadway for the SCOP CR30A Resurfacing Project.

3. BOARD ACTION: FEMA C30 Washout Repairs No-Cost Time Extension Change Order

Attached is a No-Cost Time Extension Change Order for Pigott Asphalt and Sitework for the FEMA C30 Washout Repairs. This project is mostly complete at this time. Dewberry Engineers is requesting the additional 30 days to allow for permanent stabilization of the side slopes (grassing to become established) before the project closeout.

Board action to approve and authorize the chairman to sign the attached no-cost time extension change order for Pigott Asphalt and Sitework.

4. BOARD ACTION: E911 Grant Application – Retroactive Approval of Chairman’s Signature

Attached to this report is the E911 Grant Application as prepared by the E911 Coordinator Renee Brannan. This is a tri-county grant program which will pay for the hardware portion (\$26,703.46) of the upgraded tri-county 911 system located at the dispatch office and five years of training and maintenance. The application was due by April 30th and the chairman signed in time for the due date.

Board action to retroactively approve the Chairman’s signature on the attached grant agreement.

5. BOARD ACTION: Armory Sprinkler System Project – Reduced scope and bid, match funding request

At your April 5th meeting, the construction bids for the Armory Sprinkler System Project were opened and the low bid, \$969,000 from Cook Brothers Inc., was more than twice the anticipated construction cost from one year ago. The county has received two grants from the State Fire Marshall’s office totaling \$350,000 and \$86,277 in insurance proceeds to go towards the cost of this project. Gilchrist, Ross Crowe Architects began working on value-engineered scope changes for the project and the changes reduced the proposed construction cost from Cook Brothers, Inc. by \$282,000 to \$687,000. Fort Coombs Armory in its capacity as a designated convention center does fit within the allowable use of tourist development sales tax proceeds per Florida Statutes and the Tourist Development Council had originally agreed to provide the \$124,996 match needed for the project based on the original construction cost estimate. As construction costs have rapidly escalated, the match now (even with the reduced project scope) would be \$396,334. Does the BOCC wish to request that the additional match funds of \$271,338 be paid by the TDC for this project? The Tourist Development Council is in the process of transitioning into managing the bookings, maintaining the location calendar and handling the promotion of the county location. As a destination venue, Historic Fort Coombs Armory fosters tourism and travel to the county.

Project Expenses		Project Revenues	
EMO Architects Preliminary Design	\$70,000	State Fire Marshall Funds for Design Grant	\$100,000
Gilchrist, Ross, Crowe Final Design, Implementation, Bid	\$50,273	State Fire Marshall Funds for Construction	\$250,000
Construction Cost Estimate	\$687,000	Armory Insurance Proceeds	\$86,277
Gilchrist, Ross, Crowe CEI Task Estimate	\$25,338	Total Revenues	\$436,277
Total Costs	\$832,611	Unfunded Project Match	\$396,334

6. BOARD ACTION: Budget Request Letters

Franklin County is beginning preparations for the fiscal year 2022/2023 Budget. All budget requests must be submitted by June 15, 2022. I have prepared the attached draft budget request letter with the following instructions: “At the direction of the Board, please keep your request to the minimum that your department can operate while providing the same level of services. Please be aware, it is unknown at this time what the long-term financial impact will be on the county budget from supply chain delays and inflation. The upcoming budget will also include the year two implementation of the five-year pay plan as developed by Evergreen Solution. The five year plan offered a statistical peer-data based solution to address wage disparity, market value discrepancies, some wage compression issues and a gradual escalation in base salaries to meet the looming \$15.00 minimum wage mandate in 2026. If your department has any long term capital improvement needs (repairs, capital outlay or improvements in excess of \$15,000), please outline those needs separately from the budget request on the supplemental capital improvement plan form. A copy of last year’s form is attached.”

Board action to authorize sending the budget request letters as drafted or with any changes/additional instructions.

7. BOARD INFORMATION: Miscellaneous Project Updates

Island View Park: awaiting response from FEMA as it pertains to being able to move forward with awarding a construction bid when only one was received for a project which was properly advertised. Formal direction from FEMA is needed by the next meeting as bid was only valid for (60) days.

CDBG-MIT Program Applications: proposed projects mentioned at the last meeting were vetted by program staff: window replacement at Weems Hospital, courthouse roof replacement and structural sealant, jail dispatch improvements, construction of a new EOC, and construction or acquisition of a new office for the Supervisor of Elections. Of all of the concepts submitted to the State, only the replacement of the windows at Weems Memorial Hospital met the funding and use requirements for the program as a critical facility that was not deemed general government use.

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

Supplement to Application Narrative – Award Amendment 01 MYIP Project #02 – St. George Island Storm Water Drainage Improvement

Applicant Name: Franklin County Board of County Commissioners
POC Name: Erin Griffith
POC Title: Fiscal Manager/Grants Coordinator
POC E-mail: erin@franklincountyflorida.com
POC Phone: (850) 653-9783 Ext. 158
Alternative POC Name: Heather Pullen, Grant Administrator
Alternative POC E-mail: hpullen@langtonconsulting.com
Alternative POC Phone: (904) 477-3164

Project Title: St. George Island Storm Water Drainage Improvement
Planning
CFDA #: 21.015 Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States
Initial Award #: RDCGR2090145-01-00

Overview: On May 10, 2021, the County was awarded \$110,000.00 for planning and design activities related to the St. George Island Storm Water Drainage Improvement project and RESTORE Act Grant Consultant Services for the successful administration of the Treasury Award Agreement.

On March 31, 2021, Franklin County issued an RFQ Advertisement to seek sealed bids to provide *Professional Consultant Services for Planning And Design regarding St. George Island Storm Water Drainage Improvements*. On April 19, 2021, Addendum #01 was issued to provide *Questions and Answers* to prospective bidders. On April 23, 2021, Addendum #02 was issued to

provide additional *Questions and Answers* to prospective bidders. Sealed bids were received on May 3, 2021, and opened at the May 4, 2021 regular Franklin County Board of County Commissioners Meeting. Four (4) bids were received from prospective bidders, Kimley Horn, DRMP, Dewberry Engineers, Inc. and Keith Engineering. An Evaluation Committee was established during the April 6, 2021 regular BOCC meeting and completed their review of the sealed bids on May 5, 2021. On May 18, 2021, the Evaluation Committee recommended Dewberry Engineers, Inc. as the successful bidder and the Board of County commissioners voted to move to contract negotiations with Dewberry Engineers, Inc. On July 6, 2021, the Franklin County Board of County Commissioners entered into a Contract with Dewberry Engineers, Inc. to implement the approved Scope of Work for the St. George Island Storm Water Drainage Improvement Planning project.

The table below summarizes the Initial Award. No budgetary increases or decreases are being requested with the submission of this No-Cost Time Extension Amendment.

Budget Category	Original Award
Contractual	\$110,000.00
Dewberry Engineers, Inc.	\$100,000.00
Langton Associates, Inc.	\$10,000.00
Total Direct Costs	\$110,000.00
Indirect Costs	\$0.00
Total Costs:	\$110,000.00

On May 3rd, County Staff requested approval from the Board for the submission of a No-Cost Time Extension Amendment to Treasury via Grantsolutions to increase the original Grant Award Agreement performance period (May 6, 2021 – May 5, 2022) an additional twelve (12) months to end on May 5, 2023 to allow for the Florida Department of Transportation’s (FDOT) to provide guidance as to the County’s maintenance responsibilities on the roads affected by the construction activities in the St. George Island Storm Water Drainage project. In the event the FDOT review and response and the Scope of Work is completed prior to the end of the newly proposed grant performance period, Franklin County can opt to close out the Grant Award Agreement early and submit a new grant application for the construction phase of the SGI Storm Water Improvements project.



Franklin County CR 30A Widening and Resurfacing CEI
FPID # 440621-1-54-01 Southeastern Consulting Engineering, Inc.
Agreement For Professional Engineering Services
04/27/2022

Southeastern Consulting Engineering, Inc., hereinafter called "SCE", and the Franklin County Board of County Commissioners, hereinafter called "client", agree as follows:

I. Project Description

The total length of the project is approximately 3.496 miles from Thirteen Mile Road to Station 270+00. The scope of the project includes widening the existing roadway from 22' to 24' wide and resurfacing the existing travel lanes, adding 5' wide paved shoulders, necessary drainage improvements, and upgrading signage and pavement markings. In this letter, we have taken every step necessary to provide information that will confirm that we are the most versatile and best suited team to provide the administration and inspection services for this contract.

II. Scope of services and fees.

- A. Conduct a pre-construction meeting with County, FDOT and contractor.
- B. Perform a pre-paving meeting with County, FDOT and contractor as needed.
- C. Review plans and specifications to become familiar with the proposed project.
- D. Prepare daily and weekly monitoring reports. Weekly reports to be submitted to the County and FDOT.
- E. Maintain contract folder to meet County and FDOT requirements.
- F. Observe construction operations on a daily basis when significant work is being performed.
- G. Meet with County and FDOT staff to resolve issues in the field as needed.
- H. Review contractor pay requests as submitted, mark up and provide approval to the County.
- I. Prepare change orders, completion certifications and other necessary project documents as needed.
- J. Assist the County in closing out the project to meet FDOT requirements.
- K. Responsible to ensure that the work is constructed as designed.

The above referenced services provided by SCE will be performed for a total lump sum fee of **\$208,888.00**. SCE will proceed with the work upon receipt of the fully executed agreement. Services not described above that are to be performed by SCE will be additional and billed at our hourly rates. SCE will not proceed with additional services without prior authorization from the client. Additional services will be based on time spent to be billed at the following rates:

Senior Project Engineer	\$145.03/hr.	Project Administrator	\$125/hr.
Compliance Specialist	\$64.00/hr.	Senior Inspector	\$42.97/hr.
Inspector	\$42.97/hr.	Asphalt Plant Inspector	\$46.93/hr.
Clerical	\$48.00/hr.		

III. Items not included.

A. Items that are not included in the proposal may include, but are not limited to the following:

1. Geotechnical, surveying, landscape architecture, architecture, biological, and archeological services except as specified above.
2. Meetings with homeowners associations and adjacent property owners.
3. Request for services by the client that are not specifically described in the above services.
4. Request from governmental agencies which requires services not described in the Scope of Services.
5. Services associated with the permitting, design, and coordination of off-site utility extensions except as specifically described in the above task.
6. Services associated with FEMA Floodplain mapping and permitting.
7. ~~Services during construction.~~
8. Services required due to changes in codes and regulations that occur after the date of this proposal.
9. Service required for an off-site turn lane design and permitting that may arise as a condition of traffic approval.
10. Services associated with retaining wall design and permitting.
11. FDEP and/or COE dredge and fill permitting except as indicated in the Scope of Services.
12. Sewage treatment plants and sewage pumping stations.
13. Consumptive Use/Well permitting with NFWFMD.
14. As-built survey.
15. Permitting fees. **(Client will be responsible for paying all permit fees directly to the permit authority at the time of submittal.)**

IV. ~~Reimbursables.~~

A. ~~Reimbursable cost not included in the lump sum fee or hourly rate may include, but are not limited to the following out of pocket expenses which shall be charged at actual cost:~~

1. ~~Delivery cost.~~
2. ~~Local travel not to exceed 42 cents per mile.~~
3. ~~Permit fees.~~
4. ~~Printing, plotting, and reproduction costs.~~
5. ~~Material and supplies cost unique to the project.~~

V. Terms and Conditions.

- A. An invoice will be submitted monthly for work based on the percent of tasks complete. Payment shall be received within 15 days of client's receipt of invoice. Payment not received by the due date will accrue interest at a monthly rate of 1.5%. SCE reserves the right to stop work on the project until full payment is made on the outstanding invoices. In the event any portion of an account remains unpaid 90 days after the billing, SCE may institute collection action and Client shall pay all costs of collection, including reasonable attorney's fees.
- B. The proposed project may be contingent upon government approval. SCE cannot guarantee any approvals by the federal, state, or local agencies and is not responsible for

their actions or consequences that may arise as a part of the project's review by government agencies.

- C. Either party may terminate this agreement by providing seven days written notice. The client shall pay SCE for work completed up to the date of termination. If a dispute arises out of or relates to this contract, or the breach thereof, and if said dispute cannot be settled through direct discussion between the parties, then the parties agree to first endeavor to settle the dispute in an amicable manner by mediation before having recourse to arbitration or a judicial forum.
- D. Unless otherwise stated, SCE will have access to the site for activities necessary for the performance of the services. SCE will take reasonable precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage and will not be responsible for such costs.
- E. All opinions and conclusions of SCE, whether written or oral, and any plans, specifications or other documents and services provided by SCE are for the sole use and benefit of the client and are not to be provided to any other person or entity without the prior written consent of SCE. Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of any third party against either SCE or Client. All documents produced by SCE under this agreement are instruments of SCE's professional service and shall remain the property of SCE and may not be used by the Client for any other purpose without the prior written consent of SCE.
- F. SCE agrees to maintain professional liability coverage in the amount of \$1,000,000 per claim and \$1,000,000 in the annual aggregate for the period of design and construction of the Project and for a period of three years following substantial completion.
- G. SCE represents and warrants that it and its agents, staff and consultants employed by it are protected by worker's compensation insurance and that SCE has such coverage under public liability and property damage insurance policies which SCE deems to be adequate and in line with other professional service firms currently practicing under similar conditions. Certificates for such policies of insurance shall be provided to client upon request in writing. Additional insurance, if requested in writing by client prior to commencement of services, will be obtained by SCE, if procurable, and charged to the client.
- H. This proposal shall be considered null and void if not signed by client and received by SCE within 30 days from the date of this letter.

We would appreciate the opportunity to provide these professional engineering services and are thankful for the opportunity to submit this proposal. Upon receiving the signed agreement, SCE will proceed with the project as proposed.

In witness whereof, this agreement is accepted on the date last written below, subject to the terms and conditions stated and the provisions set forth herein.

Client:

For: Franklin County Board of County Commissioners

Address: 34 Forbes Street

Apalachicola, Florida 32320

Signed: _____

Printed Name: Ricky Jones

Title: Chairman

Date: _____

Consultant:

Southeastern Consulting Engineers, Inc.

Address: Post Office Box 141

Wewahitchka, FL 32465

Signed: _____



Typed Name: L. Jack Husband III, PE

Title: President

Date: September 17, 2021

Date of Issuance:	Effective Date:
Owner: Franklin County Board of County Commissioners	Owner's Contract No.:
Contractor: Pigott Asphalt and Sitework, LLC	Contractor's Project No.:
Engineer: Dewberry Engineers Inc.	Engineer's Project No.: 50112847
Project: C30A Washout Repair	Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description: A 30 day extension is requested for road repairs to allow for permanent stabilization before project closeout.

Attachments: [List documents supporting change]

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ <u>N/A</u>	Original Contract Times: Substantial Completion: <u>April 27, 2022 (135 days)</u> Ready for Final Payment: <u>May 12, 2022 (150 days)</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : \$ <u>N/A</u>	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion: <u>N/A</u> Ready for Final Payment: <u> </u> days
Contract Price prior to this Change Order: \$ <u>N/A</u>	Contract Times prior to this Change Order: Substantial Completion: <u>April 27, 2022 (135 days)</u> Ready for Final Payment: <u>May 12, 2022 (150 days)</u> days or dates
[Increase] [Decrease] of this Change Order: \$ <u>N/A</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>30 days</u> Ready for Final Payment: <u>30 days</u> days or dates
Contract Price incorporating this Change Order: \$ <u>N/A</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>May 27, 2022 (165 days)</u> Ready for Final Payment: <u>June 11, 2022 (180 days)</u> days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: _____	By: _____	By: _____	By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)			
Title: _____	Title: _____	Title: _____			
Date: _____	Date: _____	Date: _____			

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

911 Grant Programs

1.	Purpose.....	3
2.	Eligibility	3
3.	Definitions.....	3
4.	911 Grant Programs Calendar	5
5.	General Conditions.....	6
6.	Guidelines for 911 Grant Expenses	9
7.	Approval and Award	10
8.	Financial and Administrative Requirements.....	11
9.	Grant Reporting Procedures.....	12
10.	Change Requests.....	13
	Application	15
	Appendix II: Florida 911 Regional Map	23
	Addendum I: Funding Priorities.....	24

1. Purpose

Each county, group of counties or region applying for E911 State Grant, to be further known as 911 State Grant, to assist counties with the replacement or upgrade of 911 Systems; for counties to develop and maintain statewide 911 routing using Emergency Services Internet Protocol (IP) networks (ESInet), Geographic Information Systems (GIS) and services, and Management Information Systems (MIS); and develop and maintain Next Generation 911 (NG-911) systems and services.

The State 911 Grant Programs distributes funds collected pursuant to section 365.172-173, Florida Statutes. Federal Grant funding uses the 911 Grant Programs for approval and disbursement of federal funds to assist counties in implementing and improving NG-911 system and services.

2. Eligibility

Any county, group of counties, or region in the State of Florida is eligible to apply for these grant programs. Only a region, as defined below, may qualify for a grant award for a 5-year Regional Next Generation 911 Routing Project.

3. Definitions

- 3.1. **Enhanced 911 (E911):** An enhanced 911 system or enhanced 911 service that is an emergency telephone system or service that provides a subscriber with 911 service and also directs 911 calls to appropriate public safety answering points by selective routing based on the geographical location from which the call originated, or as otherwise provided in the state plan under section 365.171, Florida Statutes, and that provides for automatic number identification and automatic location-identification features.
- 3.2. **NG-911 Equipment:** Hardware equipment and peripherals needed to implement and maintain NG-911 services.
- 3.3. **E911 System:** The Public Safety Answering Point equipment, in accordance with the State E911 Plan, including 911 call routing, processing, mapping, and call answering communications equipment.
- 3.4. **Alternate Contract Source (ACS) –** A competitively procured contract led by a federal, state, or local government. The ACS contract is cost-effective, contains language contemplating its use for cooperative purchasing, and the best interest of the county to use for purchases. Provided that the county's purchase is not over expansive in size and scope.
- 3.5. **Grantee/Subrecipient:** The county, group of counties, or region awarded a grant.
- 3.6. **Grantor:** The Florida E911 Board.

- 3.7. Government Accounting Standards Board (GASB):** The independent organization that establishes and improves standards of accounting and financial reporting for U.S. state and local governments.
- 3.8. Hosted Services:** Hosted Services are technology services using the vendor's servers for a fee.
- 3.9. Maintenance Contract:** A business agreement between a contractor and customer covering the maintenance of equipment over a specified period.
- 3.10. Next Generation 911 (NG-911):** The designation for an advanced 911 emergency communications system or service that provides a communications service subscriber with 911 service. NG-911 also directs 911 emergency requests for assistance to appropriate public safety answering points based on the geographical location from which the call/signal originated, or as otherwise provided in the State E911 Plan and that provides for automatic number identification and automatic location identification features and emergency data information through managed IP-based networks.
- 3.11. Next Generation 911 Core Services (NGCS):** The base set of services needed to process a 911 call/signal on an ESInet. Includes the Emergency Service Routing Proxy (ESRP), Emergency Call Routing Function (ECRF), Location Validation Function (LVF), Border Control Function (BCF), Bridge, Policy Store, Logging Services, and typical IP services such as Domain Name System (DNS) and Dynamic Host Configuration Protocol (DHCP). The term NG-911 Core Services encompass the services but does not include the network on which they operate.
- 3.12. Next Generation 911 Routing Project:** A Next Generation service that incorporates multiple counties.
- 3.13. Public Safety Answering Point (PSAP):** The public safety agency that receives incoming 911 requests for assistance and dispatches appropriate public safety agencies to respond to the requests in accordance with the State E911 plan.
- 3.14. Region:** Refers to the counties grouped by the Florida 911 Regional Map. All systems within a region must be interoperable.
- 3.15. Service Contract:** A written contract to perform, over a fixed period or for a specified duration, duties relating to informational and technical services.
- 3.16. Warranty contract:** A written guarantee given to the purchaser of a new item by the manufacturer or dealer, usually specifying that the manufacturer will make any repairs or replace defective parts free of charge for a stated period.

4. 911 Grant Programs Calendar

The E911 Board will accept applications as noticed in the Florida Administrative Register.

Action	
Eligible entity submits application	Submission date(s) as published in the Florida Administrative Register
E911 Board Members evaluate applications	Within two months of the submission date
E911 Board votes on applications to fund at regularly scheduled meeting	Within three months of the submission date
E911 Board sends notification letter of awards approved for funding to the counties.	Within four months of the submission date

Performance Period	
County, group of counties or regional implementation/ installation period	Two years from receipt of award notification
Next Generation 911 Regional Routing Project	Maximum of five years
Next Generation Projects	Maximum implementation Period of five years however may be shorter time dependent upon board approval.
Service and Data Maintenance Projects outside of a NG-911 Regional Routing Project	An annual grant may be funded.
Initial Database synchronization (such as ALI, MSAG, and Centerline)	Two years from receipt of award notification
Database maintenance (such as ALI, MSAG, Centerline....)	Approved only with Regional Routing Project

5. General Conditions

Applications must be delivered to the following address:

**State of Florida E911 Board
ATTN: E911 Board Administrative Staff
4030 Esplanade Way, Suite 135
Tallahassee, FL 32399-0950**

Or electronically to E911BoardElectronicGrantReports@dms.fl.gov

Electronic receipt of the grant application and all attachments is preferred.

- 5.1.** The applicant shall provide Application Form items 1 through 14 and the applicable procurement documents. The grant application package must be postmarked or delivered on or before the submission date specified in the E911 Board notification of an E911 Grant Programs published in the Florida Administrative Register. Failure to timely provide these documents will result in a rejection of the grant application.
- 5.2.** Pursuant to sections 365.172(6), 365.172(10), 365.173(2) Florida Statutes, grant funds must only be used for the following items/services: to upgrade or replace 911 systems; to develop and maintain statewide or regional 911 routing; geographic information and management information systems (GIS and MIS); to develop and maintain Next-Generation 911 (NG-911) services and equipment; and remotely provided hosted 911 answering point call-taking equipment and network services directly attributable to establishing and provisioning E911 or NG-911 services. Warranty costs shall be calculated to account for only the first-year warranty.
- 5.3.** To be considered for a grant award, all Next Generation projects must meet the NENA i3 technical standards.
- 5.4.** GIS grants may be limited to funding to achieve the 98% accuracy rate as identified in the NENA GIS Data Model.
- 5.5.** Although a Next Generation 911 Regional Routing Project may be awarded for up to five years, the cost shall be accounted for on a yearly basis. The application must also include a detailed breakdown of costs by year one through year five and if applicable a monthly breakdown. This would include an expected reimbursement schedule.
- 5.6.** All Next Generation 911 project vendors must certify in writing that their systems will be interoperable with bordering counties, regions, and adjacent state lines.
- 5.7.** Only the percentage of service and equipment directly attributable to provisioning of 911 services is eligible.

5.8. All maintenance requests, within a single priority, for eligible services and equipment shall be combined into a single application, including the breakdown of line-item costs.

5.9. All grant applications shall be accompanied by at least one complete quote for equipment or services.

5.9.1. Grant applications totaling \$35,000.00 or more must be accompanied by at least three written substantiated quotes from different vendors. Complete quote submittals shall include a detailed scope of work, all pages included in the vendor proposal, breakdown of all costs, including equipment, service tasks, and deliverables. Any county, group of counties, or region that has made a good faith effort to obtain at least three quotes in accordance with the competitive procurement process in 287.057(1), Florida Statutes and has not been able to obtain the quotes can request E911 Board review based on substantiated proof of posting of the request with documentation of the limited responses. Subject to the following exceptions:

- a) When purchasing from a DMS State Term Contract or DMS authorized Alternate Contract Source, the county shall follow the DMS State Purchasing ordering instructions and their county procurement rules and policies. Should the DMS State Purchasing ordering instructions and their county procurement rules and policies conflict, the county procurement rules and policies shall prevail, with provision of a letter from the county's purchasing department.
- b) When purchasing from an Alternate Contract Source that has not been approved by DMS State Purchasing, the county shall follow their county procurement rules and policies, with provision of a letter from the county's purchasing department.
- c) Services or commodities provided by governmental entities do not require more than one quote.
- d) The county, group of counties, or region can initiate a request for approval to procure from a single source vendor. These will be considered on a case-by-case basis. Justification for single source procurement shall be provided with the application, which shall include a costs analysis that reviews the allowability, necessity and reasonableness of all cost elements. The single source procurement will be considered if provided in accordance with Chapter 287 Florida Statutes. A letter from the applicable county's purchasing department(s) that the project is a single source procurement based on Section 287.057(3)(c), Florida Statutes, shall be provided with this grant application.

- 5.10.** Applicants requesting items from different funding priorities should complete a separate Budget Report (Rule 60FF1-5.0035(1), F.A.C) for each priority. See Addendum I -Funding Priorities for the 911 Grant Programs for a listing of funding priorities. Items from the same funding priorities should be combined in the same Budget Report and shall comply with General Conditions items 5.9 and 5.10.
- 5.11.** An individual county application must include:
- 5.11.1.** A detailed description of line item and cost. This would include the item, model, or version. Additional requests may be made for more clarification as needed.
 - 5.11.2.** If possible, software service/maintenance dates.
 - 5.11.3.** Budget Report
 - 5.11.4.** Most current 6A. (Rule 60FF1-5.006(2), F.A.C)
 - 5.11.5.** If applicable, detailed legacy 911 service information.
- 5.12.** Should a region or two or more counties apply for a grant, the following additional information needs to be provided:
- 5.12.1.** A summary of the costs for entire region or two or more counties detailing the following:
 - a) Total amount of funds being requested.
 - b) The scope of work (SOW) that clearly establishes the tasks and deliverables being performed for successful completion of the project. All deliverables must be directly related to the SOW.
 - c) Quote(s) must include quantifiable and measurable deliverables with detailed descriptions of each line item. Services dates must be included as well, if applicable.
 - d) Single source documentation if applicable.
 - e) Any letters required from the county purchasing department.
 - f) All individual county application(s).
- 5.13.** A memorandum of understanding (MOU) or an inter-local agreement from all counties involved must be completed within 3 months of E911 Board award. The MOU shall contain the financial procurement processes, the disbursement process, and all termination language.
- 5.14.** Procurement shall be based on the county's procurement processes and the applicable State purchasing requirements, including but not limited to sections 112.061, 287.057, 287.017, and 287.058. Florida Statutes.
- 5.15.** Funding application requests must include a scope of work that establishes the tasks and deliverables to be performed. The applications shall include all tasks that are required for the successful completion of the project. The project shall be divided into quantifiable units of deliverables that shall be received and accepted

in writing by the county, group of counties, or region before payment. Each deliverable must be directly related to the scope of work and must specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

- 5.16.** Funding requests must include all necessary costs required for full implementation of the proposed solution including that of any third party. Should the county, group of counties or region grant application request or grant award be less than the projected cost of the equipment or service, the county, group of counties or region should provide verification of the ability to fund the difference. Pricing submitted cannot be contingent upon "yet to be" determined fees for products and services by the proposer or any other third party required for implementation.
- 5.17.** The county shall provide information on the county's preceding year E911 fee revenue amount and the preceding year's carryforward amount.
- 5.18.** A State grant award may be limited by the carry forward balance in compliance with sub-paragraph 365.172(6)(a) 3.c., Florida Statutes.
- 5.19.** Detailed information is required for any grant application requesting funding for systems that require immediate system replacement for provisioning of enhanced 911 in the county, group of counties, or region. Include detailed justification and explanation for any 911 system with an expected remaining life of less than one year.
- 5.20.** Funding requests contingent upon "beta testing" or products and services not in general production and installation will not be funded.

6. Guidelines for 911 Grant Expenses

- 6.1.** The following expenses will not be funded through grant award:

- 6.1.1.** Salaries and associated expenses for 911 coordinators, call takers, or other 911 personnel.
 - 6.1.2.** Wireline database costs
 - 6.1.3.** Vehicle expenses

- 6.2.** Funding limitations are specified on the following items:

- 6.2.1.** Hosted 911 answering point call-taking equipment and network services, recurring network and circuit costs, equipment maintenance and warranty costs will not be funded for more than the first-year implementation period.
 - 6.2.2.** Service contracts for Next Generation 911 Regional Routing Projects may be approved for up to 5 years on a case by case basis.

- 6.2.3.** GIS data support services to maintain NENA's 98% synchronization standard will be limited to one year of service unless combined with a Next Generation 911 Regional Routing Project.
- 6.2.4.** Grant funding shall be limited (per grant cycle) to eligible expenditures for one PSAP per county, either one primary or one secondary PSAP. Counties with only one PSAP with no other primary or secondary PSAPs, may be eligible for grant funding for one backup PSAP. Geo-diverse systems may be considered one PSAP for the purpose of grant funding.
- 6.2.5.** Except for NGCS, selective router equipment costs are limited to the primary PSAP system and are limited to one per county.
- 6.2.6.** Training cost funding is limited to new system & equipment training.
- 6.2.7.** The allowable grant funding for travel expenses is limited to the authorized amounts established in Section 112.061, Florida Statutes, and the Department of Financial Services Guidelines for State Expenditures.
- 6.2.8.** Reimbursement requests for services that extend beyond a year will be reimbursed on an annual basis. Reimbursement will not be provided prior to services being rendered.
- 6.2.9.** A federally funded project must comply with reimbursement in accordance with the federal project timetable.

7. Approval and Award

- 7.1.** The E911 Board will review each application for compliance with the requirements of terms and conditions.
- 7.2.** Award agreements shall be signed by the Board of County Commissioner Chair or the County Manager.
- 7.3.** Grant awards will be withheld for any county, group of counties, or region that has a grant with a past-due quarterly report or past-due final documentation and closeout of previous E911 Board grant awards. Grant awards may also be withheld if the county, group of counties, or region is not in compliance with Board reporting requirements.
- 7.4.** Applications will be awarded based upon the priorities set by the E911 Board as listed in Addendum I - Funding Priorities for the 911 Grant Programs.
- 7.5.** The E911 Board will adjust the amount awarded to a county, group of counties, or region based upon the availability of funds; the reasonableness of the cost of requested items, published quotes, increased effectiveness of grant funds, minimum system requirements for performing the needed E911 function as specified in section 365.173(2)(h)1.,2., and 3., Florida Statutes, E911 State Plan, or documented factors provided in the grant application submission. NG-911 network systems should include a comparative presentation of network alternatives, including applicable LEC, CLEC, County, group of counties or region,

Application and instructions for 911 Grant Programs, revised July 2021
W Form 3A, incorporated by reference in Fla. Admin. Code R. 60FF1-5.003 911 Grant Programs

and State alternatives. All stepped pricing should be thoroughly explained, including the corresponding benefits for the county, group of counties or region, and the E911 Board.

- 7.6. Additional documentation must be signed by the local Board of County Commissioner Chair or County Manager. Resulting in third party contracts and sub-contracts, please see DMS agreement.
- 7.7. A signed vendor contract with the county, group of counties, or region contract must be provided.

8. Financial and Administrative Requirements

- 8.1. Grant funds are provided on a cost-reimbursement basis.
- 8.2. Each grantee may submit reimbursement claims to the E911 Board as needed; however, each county is limited to only a single claim request per grant, per month. Receipt of reimbursement funds from the E911 Board is contingent on the timely and accurate submittal of funding requests. Requests for reimbursement of expenditures must be submitted on the approved Financial Reimbursement of Expenditures Form (Rule 60FF1-5.0035(4), F.A.C). Incomplete claim forms or claims not submitted on the correct form cannot be processed and will be returned for corrections. Submit only for the amounts in each budget categories in which you have incurred expenditures.
- 8.3. Upon written request and with documentation justifying the need, a progress disbursement may be considered with a completed Financial Reimbursement of Expenditures Form, signed vendor contract, itemized purchase order and vendor itemized invoice. All items must comply with the Florida Department of Financial Services (DFS) Reference Guide for State Expenditures. Within 45 days of receipt of funding, the grantee shall submit verification of vendor payment.
- 8.4. Reimbursement claims shall include only expenditures related to the specific grant and include copies of signed contracts, purchase orders, itemized invoices, and proof of successful payment to the vendor. The reimbursement request must match the scope of work and budget proposed in the grant applications to include the quote provided with the application. Grants that include cost defined by a set number of work hours dedicated to a project must include additional documents as requested by DMS staff. All items must comply with the DFS Reference Guide for State Expenditures.
- 8.5. **To assure prompt processing, complete reimbursement claims should be e-mailed to: E911BoardElectronicGrantReports@dms.fl.gov**
- 8.6. Grant funds can only be used between the beginning and end dates of the grant term unless the E911 Board authorizes an extension.

- 8.7.** It is the county, group of counties, or region's responsibility to maintain the property, equipment, or services in accordance with the scope of work. If a sale or transfer of such property or equipment occurs within five years after a grant ends, funds must be returned to the E911 Board on a pro-rata basis. If the equipment cost over \$5,000 and the grant is federal, funded a county, group of counties, or region must maintain an inventory of 5 years. This applies to state grants unless the item becomes obsolete.
- 8.8.** If a grantee terminates a contract for prepaid services, the unused portion must be returned to the E911 Board on a pro-rata basis.
- 8.9.** The grantee agrees that any improvement, expansion, or other effect brought about in whole or part by grant funds will be maintained until the system or equipment becomes obsolete (On average five years).
- 8.10.** If a grantee materially fails to comply with any term of an award, the Board shall take one or more of the following actions, as appropriate in the circumstances:
- Withhold grant payments pending grantee correction of the deficiency.
 - Disapprove all or part of the cost of the activity or action not in compliance.
 - Suspend or terminate the current award for the grantee's project.
 - Suspend or deny future grant awards.
- 8.11.** The Board will provide the grantee an opportunity for a hearing, appeal, or other administrative proceeding to which the grantee is entitled under Florida Statutes.
- 8.12.** Grant awards or portion thereof may be terminated by the grantee upon written notification to the E911 Board, detailing the reasons for such termination, the effective date, and the release of allocated funds.
- 8.13.** 911 Staff may require additional documentation to confirm proof of payment and deliverables met in accordance with DFS Reference Guide for State Expenditures.

9. Grant Reporting Procedures

9.1. Grantees will be required to submit:

- 9.1.1.** Quarterly Status Report. (Rule 60FF1-5.0035(2), F.A.C)
- 9.1.2.** Reporting will begin at the conclusion of the first full quarter after the award. The report periods will end on March 31, June 30, September 30, and December 31 of each year. Reports are due within 30 days of the ending report period.
- 9.1.3.** The Quarterly Status Report shall inform the E911 Board of significant impacts on grant-supported activities. Significant impacts include project status developments affecting time schedules and objectives, anticipated lower costs, or producing beneficial results in addition to

those originally planned. Additionally, problems, delays, or adverse conditions that will materially impair the ability to meet the timely completion of the award must be reported. The disclosure must include a statement of the action taken or contemplated and any assistance needed to resolve the situation.

9.1.4. Federal documentation as requested.

9.2. Final Reporting Documentation includes:

9.2.1. Upon receipt of final reimbursement from DFS, a final Quarterly Status Report, shall be submitted based on the same reporting requirements described in grant reporting item 9.1.

9.2.2. Final documentation, including copies of all expenditures and corresponding invoices, shall be submitted within 90 days of the final report. The "Final Report" box on the Quarterly Status Report, shall be marked and include your project completion date.

9.2.3. Final document submission and closeout of a grant does not affect the E911 Board's right to disallow costs and recover funds based on an audit or financial review. The county, group of counties, or region shall remain obligated to return any funds expended that do not comply with the terms and conditions of the grant award.

9.2.4. The counties must provide DMS a copy of the Comprehensive Annual Financial Report (CAFR), consistent with section 218.32 Florida Statutes, no later than August 1 following the completion of the county.

9.3. All reports and associated information, federally required documentation, and final reporting documents should be e-mailed to:

E911BoardElectronicGrantReports@dms.fl.gov

10. Change Requests

10.1. Change requests shall be submitted prior to deviation from any awarded grant application. No changes or departures from the original request are authorized unless approved in writing by the E911 Board. Such requests shall be submitted using the Change Request form.

10.2. Prior to a county, group of counties, or region signing a contract with a different vendor from the original vendor stated in the grant application, the county, group of counties, or region must request a grant change on Change Request (Rule 60FF1-5.0035(3), F.A.C) and include an itemized quote and a copy of the new contract to be approved by the E911 Board.

- 10.3.** Time extension requests will not be granted unless the county, group of counties or region has executed a contract for the grant equipment and services or demonstrates good cause for failure to execute a contract within one year of the award. Good cause documentation shall include a new project timeline schedule.
- 10.4.** Time extensions shall be limited to a maximum of one additional year when approved by the E911 Board for a total of three years.
- 10.5.** Change requests must be submitted ten (10) business days prior to Board meeting to be reviewed. Any reports submitted late will be reviewed at the next month's E911 Board meeting.
- 10.6.** The Change Request form and associated information should be e-mailed to **E911BoardElectronicGrantReports@dms.fl.gov**.

Application

County, group
of counties or
region

FRANKLIN-Tri-County
Region 1 Project
(Calhoun, Franklin, & Gulf)
Years 1-5

Total Amount Requested: \$71,969.86

Project Title:

1. **Board of County, group of counties or
region Commissioners Chair:** **Franklin County Board of County
Commission**

Mailing Address: 33 Commerce Street

City: Apalachicola

State: FL Zip: 32320 -

Phone: (850) 653-8861 Fax:

Email Address:

2. **County, group of counties
or region 911 Coordinator:** **Renee Brannan
Franklin County 911 Coordinator**

Mailing Address: 270 State Road 65

City: Eastpoint

State: FL Zip: 32328 -

Phone: (850) 670-8500 Fax:

Email Address: r.brannan@franklinsheriff.com

3. **Federal Tax ID Number:** **59-60000612**

4. County, group of counties or region fact information

Number of PSAP's	1
Number of Call-taking Positions per PSAP	3
PSAP(s) in which grant funding will apply.	1

a. Financial Information

- i. What are the current annual costs for your E911 system (circuits, customer records hardware and software, etc.) not including maintenance?
23,329.20
- ii. What are the current annual costs for maintenance of items included in 1?
34,366.21
- iii. Total amount of E911 fee revenue received in the preceding year.
57,247.94
- iv. Total amount of county, group of counties or region carry-forward funding retained in the preceding year.
0
- v. Current total amount of county, group of counties or region carry forward funding?
421,447.58
- vi. Two-year maximum calculated amount for applied carry forward funding.
34,348.76
- vii. Minimum calculated amount for applied carry forward funding (Calculation (Subtract the amount in 5 from the amount in 6).
387,098.82
- viii. Insert in Budget Report as "carry forward funds applied".

- 5. Describe your county, group of counties or region's existing 911 system. Include specific information on existing system equipment upgrades and when the installation of this equipment was completed. Please include the PSAP(s) that the grant will be implemented at to include the type of PSAP(s), primary system, and number of position seats.**

Calhoun, Franklin, and Gulf Counties' IP enabled 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. A total of (3) Spectracom Netclock Command Center Pkgs. Were added to the 911 System with the installation completed in March 2014.

March 11, 2015 (6) new Servers were put in service as replacements for the (2) Enhanced Application Servers, (1) Standard Admin Server, (2) ALI and (1) DBMS Servers, all operating on Windows Server 2008 OS. In addition, the System architecture was modified with a second chassis which will allow for hitless upgrades/software upgrade capabilities going forward.

Spring 2017 New Guardian answering positions, pack units, and touch screens replaced the existing positions.

Summer of 2020, the region was selected as the pilot region for the NG911 federal grant. In the winter of 2021, the entire region was awarded a regional grant for tactical mapping and GIS services with the intention to follow with a secondary application for Next Generation Core Services and an ESInet. Currently, 5 counties have been awarded a NGCS and ESInet grant. One of those counties is with INdigital and all other counties awarded used the MiCTA alternative contract source to procure NGA911. During the Spring 2022 state grant cycle the remaining 7 counties will be applying for NGCS within their own county.

This project is to work together with an updated MOU to interconnect all counties in the region. Each has agreed to sign the updated MOU which will amend the current MOU to include cybersecurity and NGCS.

NGA911 is being procured using the MiCTA alternative contract source in which an ESInet will be created to include all of the counties in the Region 1, allowing interoperability and meeting all current NENA i3 standards.

- 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. For any scope of work that includes milestones, please describe in detail what deliverables are expected to be provided in each milestone.**

Overview of NGA 911 Solution for Franklin County E-911 Office:

- NGA 911 will install a fully redundant ESInet to each PSAP, two (2) new geo-diverse circuits using two (2) diverse carriers (where possible) and two (2) LTE tertiary backup connections.
- NGA 911 will deploy all NENA i3 elements required to decommission the SR function, the ALI database and the existing 911 trunks to eliminate all tariff charges except those required to support wireline 911 calls (ALI).
- The NGA 911 solution includes the LSRG to support the SR during transition and for transfers out of region post-transition, if required.
- The NGA 911 solution support ESInet to ESInet call transfers either in-state or out of state as required.
- All Wireless, Wireline, VoIP, CLECs and PS/ALI clients will be migrated into the NGA 911 NG9-1-1 solution either through the LNG or native/i3 SIP
- NGA 911 will work with DataMark for the GIS data
- NGA 911 will bill the county quarterly to coincide with the States funding cycle***

Milestone details are in the attached proposal for reference.

- 7. Justification of the need for the proposed project. Provide detailed information on the existing system's/component's which needs replacement. Document the condition with details to justify any system with an expected lifespan of less than 1 year. Each component on the system, (memory, hardware (size of drives) updates of software and/or replacement versions needed, standalone equipment and additional upgrades include UPS in the requests.**

As part of the Region 1 Pilot Project, we are preparing to enable a regional ESinet and NGCS to ensure our ability to transfer calls, maps, and caller data and to be able to act as backup PSAPs for anyone having issues with a storm or man-made disaster. It is important that our GIS data and core competencies meet and or exceeds NENA standards as we prepare for this movement forward.

The Tri-County system is at a replacement time in years and we will be forthcoming in the next grant cycle looking for replacement as we prepare to accept these services.

- 8. Describe why your county, group of counties or region will not be able to complete this project without this grant funding.**

As rural counties we are faced with significant funding shortages. It is imperative that we bring and maintain our core services to current NENA standards. It will require more funds than we have available as rural counties. Additional funding will assure that we are able to continue to work together for a common goal in the regional project and eventually statewide services.

- 9. Describe the required steps with an anticipated time schedule with procurement and payment milestones and a total project completion date.**

Timeline and milestones have been included in the insert. Please see attachment.

10. If applicable, sole source justification must meet the state procurement guidelines and chapter 287.057 (3)(c), F.S.

This project has been sourced through an alternative contract source. The Florida E911 Board has previously awarded 4 grants in Region 1 using this alternative contract source.

11. If applicable, please include your previous service dates for any maintenance or support services.

N/A

12. Please submit the Budget Report

Budget Report has been included.

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.

The county, group of counties or region certifies that all applicable county, group of counties or region procurement rules/procedures has been met.

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.

Application and instructions for 911 Grant Programs, revised July 2021
W Form 3A, incorporated by reference in Fla. Admin. Code R. 60FF1-5.003 911 Grant Programs

Ricky D. Jones
SIGNATURE - CHAIR, BOARD OF COUNTY COMMISSIONERS
OR COUNTY MANGER

04/20/2022
DATE

Ricky Jones

Printed Name

Chairman of the Board

Position

Regional Signatures if Applicable (add additional lines if needed)

Appendix I: Authorized Expenditures of E911 Fee, Chapter 365.172, F.S.

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).

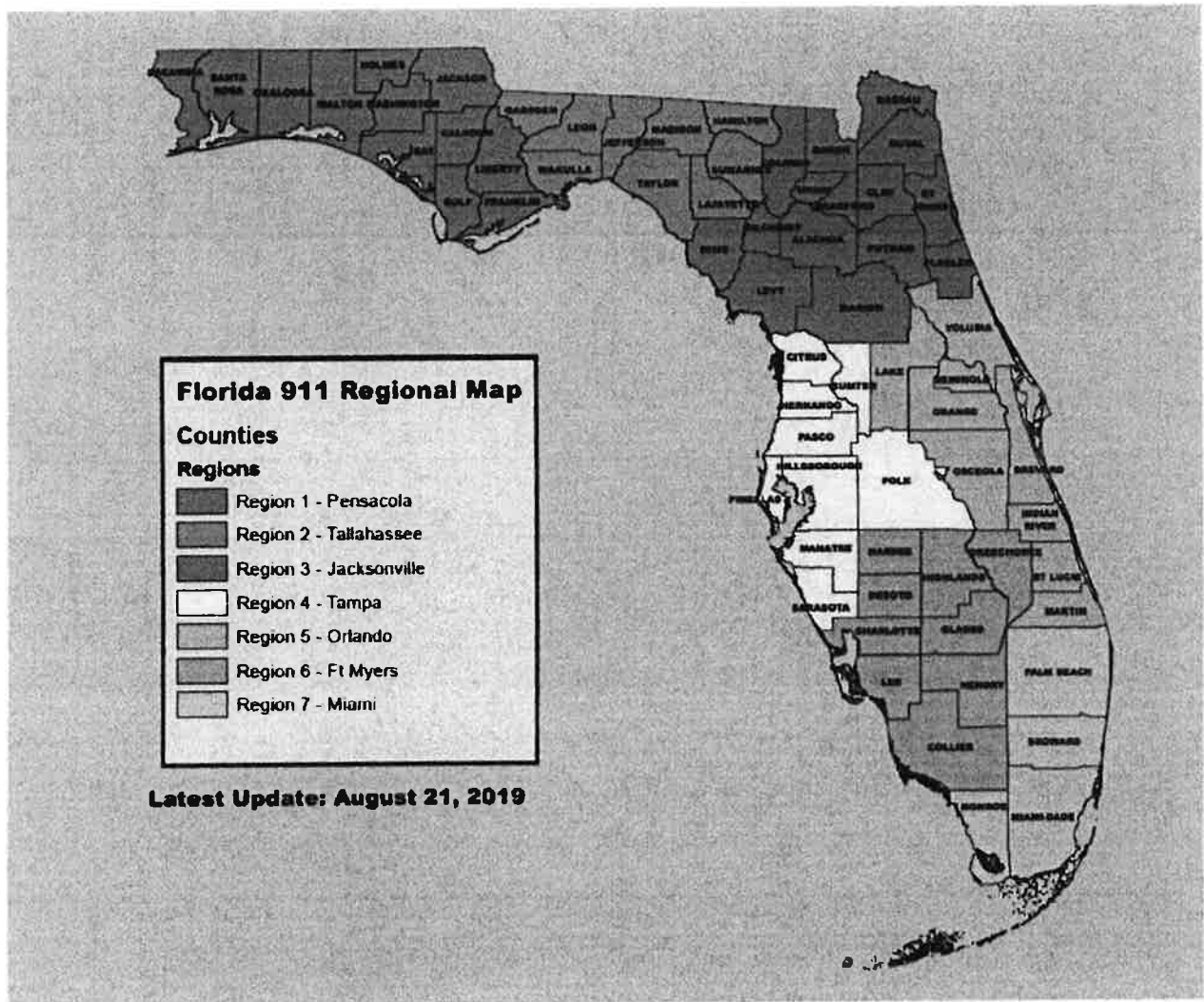
Section 365.172 (10), Florida Statutes: AUTHORIZED EXPENDITURES OF E911 FEE. —

(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, group of counties or region 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 administering 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.

Appendix II: Florida 911 Regional Map



Addendum I: Funding Priorities

The criteria for determining acceptability for disbursement of funds from the State of Florida 911 Grant Programs will be made on a PRIORITY basis. Federal funding will be applied in accordance with federal grant guidelines. Regional 911 system project requests related to systems and equipment will be considered the highest priority within each priority category. If you do not see your specific 911 project listed, you may still apply, as the E911 Board does have some discretion depending on the funding source, availability of funds, and spending authority.

1.0 Prepaid and Wireless Funding Priorities

PRIORITY 1: Primary and Secondary PSAP systems that require immediate system replacement to provision enhanced 911 status or when the expected remaining life of the system is less than one year.

PRIORITY 2: Development and maintenance of 911 routing statewide, geographic, and management information systems.

- A) Statewide routing system
- B) Regional, as an incremental step towards statewide routing

PRIORITY 3: Information System

- A) GIS Data support-assisting counties in meeting the 98% NENA GIS Data minimum standards
- B) GIS Maintenance Tools
- C) Management Information System

PRIORITY 4: Develop and maintain next generation 911 services and equipment.

- A) Next Generation 911 Equipment and Emergency Services IP based network
- B) Next Generation Core Services

PRIORITY 5: Mapping system and services necessary for provisioning Geographic Information Systems (GIS). This may include the following, listed in order of funding priority:

- A) Map System Equipment - map generation hardware and software licensing are limited to components for two stations.
- B) GIS Centerline point generation and map accuracy systems.
- C) Synchronization of GIS, ALI, and MSAG database meets the minimum standard 98 % for Geospatial call routing-per NENA i3 standard.

PRIORITY 6: Systems that require new or replacement of critical or necessary hardware or software. This may include the following back-up PSAPs system equipment, listed in order of funding priority A-H:

- A) Hardware and software for communications or terminal equipment located at a PSAP for 911 call processing, ANI and ALI display, and call answering.
- B) Map Display Equipment
- C) Logging Equipment
- D) Lightning Protection Equipment
- E) Uninterruptible Power Supply system and or Generator Equipment
- F) County, group of counties or region Standalone ALI Database Equipment
- G) 911 Call Taker Position Equipment
- H) Net clock

PRIORITY 7: GIS sub-addressing projects

PRIORITY 8: Aerial Photography / Imaging

- I) Overhead (Nadir) images

PRIORITY 9: Infrastructure cabling and building entrance buildout cost.

PRIORITY 10: 911 Call taker workstation console/furniture (the portion related to 911 Telecommunicator Workstation Console/Furniture)

2.0 Federally Funded Awards

- 2.1 Eligible costs will be consistent with cost principles identified in 2 CFR Part 200, including Subpart E of regulations. In addition, costs must be reasonable, necessary, allocable, and allowable for the proposed project, and conform to generally accepted.

Eligible Costs:

- A) Contractual costs associated with carrying out programmatic activities of the 911 grant, including for the provision of NG-911 services for consulting services. Recipients are responsible for monitoring the activities and expenditures of vendors and are responsible for ensuring that all solicitation documents reflect activities within the scope of the 911 Grant Program.
- B) Costs to purchase hardware, software, and hosted services.
- C) Costs to purchase hardware, software, and hosted services associated with enabling NG-911 calls to be received, processed, and dispatched. Recipients must specify that the purchase of hardware, software, and services comply with current NG-911 standards, as listed in the

Department of Homeland Security's SAFECOM guidance. Each individual product, however, need not meet every listed standard.

- D) Training costs directly related to NG-911- implementation for public safety personnel. The "Recommended Minimum Training Guidelines" for Telecommunicators must serve as a base level for the training provided. Recipients must submit documentation describing the training being provided, which identifies the included elements from the Minimum Training Guidelines.
- E) Operational Costs to operate the NG-911 system as a dual system to the current legacy 911 system until the legacy E911 or 911 system is shut down and the system is fully operational using only NG-911 technology.

2.2 Ineligible Costs

- A) Ineligible costs include those costs that are unallowable under the Cost Principles of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Please note that costs ineligible for 911 Grant Program support may not be included as matching funds.

County E911 Fiscal Information			
Item No.	E911 Fee Revenue		
1	County	Franklin	Fiscal Year 2020-2021
2	Wireless Fee Revenue	\$23,530.76	
3	Non-Wireless Fee Revenue	\$21,991.05	(LEC, Wireline, & VoIP)
4	Pre-Paid Fee Revenue	\$11,726.13	
5	Total Fee Revenue	\$57,247.94	Carry Forward Fee Revenue Calculation (Item #2 + Item #3 + Item #4)
Item No.	E911 Allowable Expenditures		
6	Fee Revenue Expenditures	57,247.94	
Item No.	E911 Carry Forward & Excess Carry Forward		
9	Allowable Carry Forward	\$17,174.38	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	12/06/21	
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	

Budget 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). If there is insufficient space, please include details in an attachment. Budget costs should match requested vendor quote

County: FRANKLIN

Project Name: Year 1 Franklin-NGCS and ESInet Region 1 Project

Budget Categories

Deliverables

A. System (Hardware, Software, Equipment, & Labor)

Unit Price (\$)	Quantity	Total Amount (\$)

B. Services (Training, Maintenance, and Warranty Items)

Year 1 Services Non-Recurring Charges
Year 1 Monthly Recurring Charges (\$06 x 12,574)

\$26,703.46	1	\$26,703.46
\$754.44	12	\$9,053.28

Overall Project Total

\$35,756.74

Carry Forward Funds Applied

Grant Request Total Less Carry Forward Applied

Notes:

R. Brannan

Signature, 911 County Coordinator

Rule 60FF1-5.0035, F.A.C. Budget Report 6/2021

Budget 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). If there is insufficient space, please include details in an attachment. Budget costs should match requested vendor quote

County: FRANKLIN Project Name: Year 2 Franklin-NGCS and ESInet Region 1 Project

Budget Categories

Deliverables

A. System (Hardware, Software, Equipment, & Labor)

Total Amount (\$)

Quantity

Unit Price (\$)

B. Services (Training, Maintenance, and Warranty Items)

Year 1 Monthly Recurring Charges (\$.06 x 12,574)

\$754.44

12

\$9,053.28

Overall Project Total \$9,053.28

Carry Forward Funds Applied

Grant Request Total Less Carry Forward Applied

Notes:

Signature, 911 County Coordinator

Rule 60FF1-5.0035, F.A.C. Budget Report 6/2021

Budget 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). If there is insufficient space, please include details in an attachment. Budget costs should match requested vendor quote

County: FRANKLIN Project Name: Year 3 Franklin-NGCS and ESInet Region 1 Project

Budget Categories

Deliverables

A. System (Hardware, Software, Equipment, & Labor)

Total Amount (\$)

Quantity

Unit Price (\$)

B. Services (Training, Maintenance, and Warranty Items)

Year 1 Monthly Recurring Charges (\$.06 x 12,574)

\$754.44

12

\$9,053.28

Overall Project Total

\$9,053.28

Carry Forward Funds Applied

Grant Request Total Less Carry Forward Applied

Notes:

R. Branan

Signature, 911 County Coordinator

Rule 60FF1-5.0035, F.A.C. Budget Report 6/2021

Budget Report

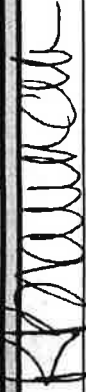
Prepare an Itemized Grant Budget ("Line Item" breakdown should include separated systems, i.e.; 911 system, logging recorder, centerline mapping, etc. and services items). If there is insufficient space, please include details in an attachment. Budget costs should match requested vendor quote

County: FRANKLIN Project Name: Year 4 Franklin-NGCS and ESInet Region 1 Project

Budget Categories

Deliverables	Unit Price (\$)	Quantity	Total Amount (\$)
A. System (Hardware, Software, Equipment, & Labor)			
B. Services (Training, Maintenance, and Warranty Items)			
Year 1 Monthly Recurring Charges (\$.06 x 12,574)	\$754.44	12	\$9,053.28
Overall Project Total			\$9,053.28
Carry Forward Funds Applied			
Grant Request Total Less Carry Forward Applied			

Notes:



Signature, 911 County Coordinator

Rule 60FF1-5.0035, F.A.C. Budget Report 6/2021

May 2, 2022

Mark C. Curenton
County Planner
Franklin County, Florida
32320

Re: **Recommendation for Acceptance of Bid
with Value Engineering Changes for -
Franklin County – Fire suppression system
City of Apalachicola, Florida**

Dear Mark:

We are in receipt of Cook Brothers Inc. (CBI) Value Engineer email dated April 28, 2022. They included a revised VE Bid and attached scope narrative. The original low bid from CBI was \$969,000. The Revised VE bid reduces the cost by \$282,000 for a revised bid price of **\$687,000**.

The costing represents sound cost engineering practices in the current construction market. We recommend accepting the proposal in the amount of **\$687,000** and implementing a contract for the work at this time.

Sincerely,

Gilchrist Ross Crowe Architects, PA



Connor D. Ross, AIA, LEED AP

Attachments:

Ft Coombs revised VE base bid
Option A VE Scope





Ft. Coombs revised VE base bid

Option A deductive VE: -\$282,000

Original base bid: \$969,000

Revised base bid: \$687,000

Option A includes ALL VE options provided by GRC in the April 11th Ft. Coombs VE Memorandum.

A. Reduce Hall Lead paint mitigation scope

1. Install poly and install HEPA filters in Hall
2. Provide initial cleaning and test
3. Install single coat of primer to lockdown paint
4. Abate area and install holes for sprinkler piping
5. Reclean retest and remove poly and HEPA filters

6. SES revised spec outline for reduced scope:

- Revise lead abatement work plan to reduce scraping only loose paint with no reference to a stable paint surface.
- A penetrating paint primer shall be applied by the abatement contractor as the loose paint is scraped off the surface.
- The floors shall be cleaned by the abatement contractor for clearance wipe testing by SESI.

7. Drawings

- D1.1 – Revise General demo note, Delete Note D-3
- D1.2 – Revise General demo note, Delete Note D-3
- D2.1 – Revise General demo note, Delete Note CD-2, CD-3
- D2.2 – Revise General note
- D3.1 – Revise General demo note, Delete Wood trim demo note
- A2.1 – Delete additive alternates, delete scope denoted in CR-1 and enlarged plan 3 on sheet A4.1, existing corridor ceiling to remain, delete stained crown, delete new light fixture.
- A2.2 – Delete Add alternates,
- A3.1 – Delete Additive alternates, delete trim notes on section 1 and 2
- A4.1 – Delete all scope detail 1 and 3 this sheet, typical sprinkler section detail 2 remain delete finish and trim notes.
- E2 – Delete notes 3,4,5,6,7,8,9,10,12,13,13, and 14. Delete fixture A1. Fixture A2 and scope in lounge remains.

May 2, 2022

Mark C. Curenton
County Planner
Franklin County, Florida
32320

Re: **Scope and Fee Proposal –
Franklin County – Fire suppression system
City of Apalachicola, Florida**

Dear Mark:

We are pleased to submit this scope of services and fee proposal for Construction Administration on the fire suppression installation for Fort Coombs Armory. The bidding and value engineering are complete at this time. The construction period is 6-mnth based on the low-bidding contractor's schedule. GRC and the project team provide fees for construction administration. The low-bidding contractor, CBI, has scheduled 6-months for the project duration. We also include our hours to update the drawings with the Value Engineering changes. The drawings require updating ahead of permitting.

Project team

We are proposing the following team members:

- GRC - Architects of Record
- FSM Engineering - MEP engineers with NFLFS for the Sprinkler system design
- Southern Earth Science - Lead paint mitigation plan.

We recommend FSM engineering; they will sign and seal the sprinkler system. FSM and NFLFS are designing and certifying the sprinkler system. They are also detailing the sprinkler system and fire alarm interface.

We are recommending Southern Earth Science (SES) to assess the lead paint stabilization requirements. SES will review the extent of lead paint and provide us the stabilization protocols. SES has included time to attend the pre-bid conference and a post-stabilization inspection.

Design services

The design phases incorporated by our September 16th proposal letter are complete at this time. Bidding is complete and a series of Value Engineered (VE) items were discussed and to be incorporated. We are updating the bid documents to incorporate the VE changes. These drawings will be signed & sealed and used for permitting.

Construction Administration: GRC recommends bi-monthly site visits to monitor construction progress. Our consultants, FSM, include site visits to review the fire suppression. In addition, Southern Earth and FSM have included fees for updating the drawings based on the value engineer and air testing after mitigation. GRC shall monitor construction, provide contractual information, document changes, and resolve unforeseen and issue change orders to keep the project moving. GRC shall submit our Field reports of our observations within a day of the review.

Schedule

Construction Administration begins at the preconstruction conference. GRC's Project manager will attend the preconstruction conference and additional trips throughout construction. We propose two trips for GRC's Architect of Record and one for substantial and Final completion inspection. FSM includes two visits to review the work, and SES includes air testing.

Deliverables

Value Engineering/Construction Administration: We shall submit signed and sealed electronic updates of Value Engineered and 2 S&S hard copies for permitting.

VE and CA Fees

Fort Coombs Armory - Apalachicola, Florida					
Team		GRC	FSM	SES	Sub-totals
TASK 5: Value Engineering update					
Subtotal Fee		\$ 2,300.00	\$ 575.00		\$ 2,875.00
TASK 6: Construction Administration					
Subtotal Fee		\$ 18,525.00	\$ 2,400.00	\$ 800.00	\$ 21,725.00
TOTAL BASIC SERVICES		\$ 20,825.00	\$ 2,975.00	\$ 800.00	\$ 24,600.00
Printing Reimbursable		\$ 738.00			\$ 738.00
TOTAL ALL SERVICES					\$ 25,338.00

Invoicing

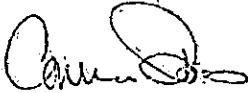
We propose to invoice Task 5 VE update upon completion. We will invoice construction in proportion to work complete.

If you have any questions or concerns on the scope of the proposal, please give us a call.

Sincerely,

Accepted by

Gilchrist Ross Crowe Architects



Connor D. Ross, AIA LEED AP

Ricky D. Jones
Chairman of the County Commission
Franklin County, Florida

Attachments:

GRC man-hour breakdown
FSM Proposal
SES Proposal



Fort Coombs Armory - Apalachicola, Florida

TASK 5: Value Engineering update						
		Principal Architect	Project Manager	Graduate Architect	Clerical/ Secretary	Total
.0 Administration and Management		1	1		2	
.1 Value Engineering/drawing update		4	4	8		
Subtotal Hours		5	5	8	2	
Hourly Rate		175.00	125.00	85.00	60.00	
TASK 5: VE Subtotal		\$ 875	\$ 625	\$ 680	\$ 120	\$ 2,300
TASK 6: Construction Administration						
		Principal Architect	Project Manager	Graduate Architect	Clerical/ Secretary	Total
.0 Administration and Management		1	1		2	
.2 Site observations & pay app review (9 site visit)		16	56			
.3 CA administration, RFI, ASI, CO		8	8	8		
Substanti		8	8			
.5 Review O&M Documentation		1	2			
.6 Final Completion		8	8			
Subtotal Hours		42	83	8	2	
Hourly Rate		175.00	125.00	85.00	60.00	
TASK 5: Construction Administration		\$ 7,350	\$ 10,375	\$ 680	\$ 120	\$ 18,525
TOTAL Construction Drawings and VE update						\$ 20,825
Printing - VE update drawings						
		sheets	cost/sheet	sub-total	# of sets	COMPLETE
50% CD's 2 sets of 25		25	\$ 6.00	\$ 150.00	2	\$ 300.00
100% CD 2 sets plans and specifications		35	\$ 6.00	\$ 210.00	2	\$ 420.00
Specifications		75	\$ 0.12	\$ 9.00	2	\$ 18.00
Total Printing						\$ 738.00
TOTAL ALL FEES						\$ 21,563

Monday, May 02, 2022

FSM Engineering
1834-A Jaclif Court
Tallahassee, FL 32308

Conner Ross
GRC Architects

Re: Fort Combs Armory and Convention Center Renovations - Apalachicola

Dear Connor-

ADD SERVICE SCOPE

The scope will include the revisions necessary to the electrical plans to accommodate the value engineering scope provided by GRC in an email on April 28th 2022.

FEES TO BE PAID

For the design of systems as defined herein, the fees shall be

Electrical engineering VE effort	\$500.00
Management fees (@15%)	\$75.00
Total	\$575.00

Receipt of a signed copy of this proposal will serve as our authorization to proceed. If not accepted within 60 days, this proposal will become null and void.

Thank you for the opportunity to submit this proposal. I look forward to working with you on this project. If you have any questions, please feel free to contact me at the number listed above.

Sincerely,
FSM Engineering LLC

Robert E. Gelhardt II, PE
Principal

Acceptance for Client

By: _____
Date: _____

APPENDIX A: GENERAL TERMS OF SERVICE:

The following are the terms and conditions for all services to be provided to the Client by FSM Engineering LLC., and its sub-consultants (collectively, Engineer).

AGREEMENT BETWEEN THE CLIENT AND ENGINEER:

1. The Client may, upon fifteen days notice in writing, terminate the contract at any time without cause. In the event of such termination, the Client shall pay all fees for reimbursable expenses and services rendered by the Engineer up to the date of termination, and all reasonable costs and fees incurred in connection with the termination.
2. Recognizing that hazardous materials such as asbestos or PCB's may be encountered at the project site, both parties agree that the Engineer is not responsible for determining the existence of asbestos or any other hazardous material. If found, the Engineer is not responsible for its removal and disposal, or the method of its removal and disposal.
3. The Engineer does not have responsibility or control of the means, methods, or safety procedures employed by the contractor in the execution of the work.
4. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer, its officers, directors, employees and sub-consultants (collectively, Engineer) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the services performed under this Agreement, except for the Engineer's sole negligence or willful misconduct.
5. The Engineer agrees to obtain and maintain substantial professional liability insurance during the term of the project. The Engineer will provide a certificate of insurance upon delivery of construction documents, if requested.
6. The Client shall, in a timely manner, provide all available information pertaining to the Engineer's responsibilities under this contract, including equipment schedules and other equipment data, and any requirements or restrictions of the lease, deed, HOA, development order, easement, or other legally binding restrictions, requirements, or agreements beyond those of the state building code.
7. The Client shall allow the Engineer to have reasonable access to the site for investigation.
8. The Client shall allow the Engineer the right to terminate this agreement with fifteen days notice in writing if the Client fails to perform its obligations as outlined in this contract.
9. The Engineer will send monthly invoices to the Client for work completed during that month. The Client agrees to pay invoices within ten (10) days of the receipt of payment from the Architect/Contractor/Owner.
10. Any modifications to this agreement shall be in writing.

ADDITIONAL SERVICES:

Additional Services are not included in the Engineer's scope of work, and shall only be undertaken if authorized by the client in writing. Additional services shall include, but not be limited to the following (except as specifically included within the ENGINEER'S SCOPE OF WORK):

1. Engineering for systems outside of the project area, except as required to extend electrical systems into the project area.
2. Provisions to support future projects, renovations, or expansions.
3. Field surveys or inspections requiring special instruments or equipment.
4. Special consultants, including but not limited to, Structural Engineers, Civil Engineers, and Fire Protection Engineers.
5. Generation of scaled drawings of structures or site features.
6. Preparation of record drawings, or certification of construction.
7. Hidden or concealed conditions, beyond that which might be reasonably inferred, requiring additional design or investigation.
8. Solicitation of construction bids or contract award.
9. Product design.
10. Facility needs assessment, or selection of special-purpose end-user equipment or machinery.
11. Additional insurance beyond that which is normally carried by the Engineer.
12. Coordination studies or arc-flash hazard analysis.
13. Engineering for wireless communications or other radio systems.
14. Value engineering, or other Client/Owner requested redesign work, after delivery of permit documents.
15. Detailed Cost Estimates
16. Life Cycle Cost Analysis
17. Energy Calculations



APPENDIX B: HOURLY BILLING RATE SCHEDULE
(To be applied upon agreed add service scope when applicable)

POSITION	HOURLY RATE ¹	EXPEDITED HOURLY RATE ^{1, 2}
<u>EXECUTIVE OFFICE</u>		
Principal	\$ 160.00	\$ 240.00
<u>ENGINEERING</u>		
Senior Project Engineer	\$ 130.00	\$ 200.00
Project Engineer	\$ 100.00	\$ 150.00
CADD Technician	\$ 65.00	\$ 97.50
<u>CONSTRUCTION MANAGEMENT</u>		
Project Manager (P.E.)	\$ 150.00	\$ 150.00
Field Representative (E.I.)	\$ 90.00	\$ 135.00

1 Rates subject to annual adjustment, starting December 31, 2021.

2 Expedited services are defined as: less than twenty-four (24) hours' notice for add service inspections or meetings; less than less (3) working days to respond to RFIs; less than six (6) working days to review a single shop drawing submittal.

ALABAMA**Mobile**

P.O. Box 160745
 Mobile, AL 36616
 tel: 251-344-7711
 fax: 251-341-9488

Summerdale

P.O. Box 155
 Summerdale, AL 36580
 tel: 251-989-7726
 fax: 251-989-6722

Montgomery

1412 I-85 Parkway
 Montgomery AL 36106
 tel: 334-260-6227
 fax: 334-260-6229

FLORIDA**Panama City**

7500 McElvey Rd., Ste. A
 Panama City Beach 32408
 tel: 850-769-4773
 fax: 850-872-9967

Tallahassee

2467 Centerville Road
 Tallahassee, FL 32308
 tel: 850-576-4652
 fax: 850-576-4710

Destin

150 Industrial Park Road
 Suite 6
 Destin, FL 32541

LOUISIANA**Baton Rouge**

11638 Sun Belt Court
 Baton Rouge, LA 70809
 tel: 225-751-1727
 fax: 225-752-1467

1855 Mason Ave.

Baton Rouge, LA 70805
 tel: 225-356-4355
 fax: 225-356-0519

New Orleans

P.O. Box 19172
 New Orleans, LA 70179
 tel: 504-486-5595
 fax: 504-486-5598



**SOUTHERN
 EARTH SCIENCES**
 Geotechnical | Environmental | Materials Testing

Mandeville

1933 Surgi Drive
 Suite A
 Mandeville, LA 70448
 tel: 985-626-1314

CORPORATE OFFICES

P.O. Box 160745
 Mobile, AL 36616
 tel: 251-344-7711
 fax: 251-345-9453

SESI WORK AUTHORIZATION SHEET

Billing Name	GILCHRIST ROSS CROWE ARCHITECTS		
Address	413 ALL SAINTS STREET		
City	TALLAHASSEE	State FL	Zip 32301
Phone	850-222-8100	Fax	Cell 850-545-2208
email	dgilchrist@architects-gca.com		
Project Name	FT. COOMBS NATIONAL GUARD ARMORY – APALACHICOLA FL – LBP STABILIZATION SPECS & TESTING PROPOSAL		
Location	66 4th Street, Apalachicola, FL 32320		

Florida Licensed Asbestos Consulting Firm No.: ZA-0000092

EPA TSCA Firm No.: LBP – 15608-2

Roy L. Russell, Florida Licensed Mold Assessor No.: MRSA2097

EPA TSCA LBP Inspector No.: LBP-I-5950-2

SESI proposes to perform a site visit with the Architect and provide a LBP Stabilization Specification for the interior of the structure (\$1,350.00). SESI will attend the Pre-Bid Meeting and address Contractor, Owner & Architect questions and adjust the specifications as needed (\$750.00). SESI will attend the Pre-Construction Meeting and address Contractor, Owner & Architect questions and adjust the specifications as needed (\$750.00). SESI will perform a Post-stabilization/abatement inspection and do surface testing on the floors & window sills (8 samples total - \$800.00). **SESI notes that re-testing of floors & sills upon failure will be at the cost of the abatement contractor.** (Roy L. Russell, EPA TSCA LBP Project Designer #LBP-P-5950-2)

TOTAL PROPOSED AMOUNT: \$3,650.00

Attn: Mr. David Gilchrist

Attached are our Terms & Conditions, which should be considered an integral part of our proposal. In order to authorize us to proceed with our services, please execute this document by signing below and returning a copy to us.

Prepared by:

Roy L. Russell
 For Southern Earth Sciences, Inc.

09-14-2021
 Date

Roy L. Russell CIEC/LEP
 Print or Type Name of Representative

Approved by:

Mark E. Wilson

Mark E. Wilson, P.E.; FL LAC No.: AX85 / GEORGIA P.E. NO.: PE022691

Authorized by:

 Signature of Client Representative

 Date

 Print or Type Name of Representative



TERMS AND CONDITIONS

Project: FT. COOMBS NATIONAL GUARD ARMORY – APALACHICOLA FL – LBP
STABILIZATION SPECS & TESTING PROPOSAL
Client: GILCHRIST ROSS CROWE ARCHITECTS
Proposal No: XT21-258

Section 1 - RIGHT OF ENTRY

1.1 The client will provide right of entry for SESI and all necessary equipment in order to complete the work.

1.2 While SESI will take reasonable precautions to minimize any damage to the property, the client must understand that in the normal course of work some damages may occur, the correction of which is not part of this agreement.

Section 2 - UTILITIES

2.1 In the execution of this work, SESI will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The owner agrees to hold SESI harmless for any damages to subterranean structures, which are not called to our attention and correctly shown on the plans furnished.

Section 3 - SAMPLES

3.1 Test specimens will be disposed of immediately upon completion of tests. Drilling samples will be disposed of thirty (30) days after submission of our report. Upon written request, we will retain test specimens or drilling samples for a mutually accepted storage charge.

Section 4 - INVOICES

4.1 The outlined scope of services will be accomplished in a timely, workmanlike, and professional manner by employees and sub-contractors of SESI, at the fees quoted. If during the execution of the work we are required to stop operations as a result of changes in the scope of work, such as requests by the owner or requirements of third parties, additional charges will be applicable.

4.2 SESI will submit monthly invoices to the client and a final bill upon the completion of services.

4.3 Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. The client agrees to pay a finance charge of one and a half (1 1/2) percent per month, or the maximum rate allowed by law, on past due accounts, plus reasonable attorney's fees and expenses of collection.

Section 5 - OWNERSHIP OF DOCUMENTS

5.1 All reports, borings logs, field notes, laboratory test data, calculations, estimates, and other documents prepared by SESI, as instruments of service, shall remain property of SESI. These documents will be held to be confidential, and will not be available to any other entity unless express consent is obtained from the client.

5.2 The client agrees that all reports and other work furnished to the client and his agents, which are not paid for, will be returned upon demand and will not be used by the client for any purpose whatsoever.

5.3 SESI will retain all pertinent records relating to the services performed for a period of five (5) years following the submission of the report, during which period the records will be made available to the client at all reasonable times.

Section 6 - DISPUTES

6.1 In an effort to resolve any conflicts that arise during the design or construction of the project, the Client and SESI agree that all disputes between them arising out of or relating to this Agreement shall be submitted for mediation, unless the parties mutually agree otherwise.

6.2 In the event that a dispute should arise relating to performance of services provided under this agreement, and should that dispute result in

litigation, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred in the defense of the claim, including staff time, court costs, attorney's fees, and other claim-related expenses.

Section 7 - STANDARD OF CARE

7.1 Services performed by SESI under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by professionals currently practicing under similar conditions. No other warranty, expressed or implied, is made.

7.2 Field tests and boring locations described in our report or shown on our sketches are based on specific information furnished to us by our technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report.

7.3 The client recognizes that conditions may vary from those encountered at the locations, where borings, sampling, surveys, or explorations are made by SESI, and that the data, interpretations, and recommendations of SESI are based solely on the information available to us. SESI will be responsible for the data, interpretations, and recommendations, but shall not be responsible for the interpretations by others of the information developed.

7.4 When requested by the client, SESI will adhere by guidelines, specifications, plans, drawings, and the like which are provided to SESI by the client; however, SESI shall not be responsible for any liability due to any adverse outcome which results from the adherence to the plans, guidelines, specifications, drawings and the like.

Section 8 - RISK ALLOCATION

8.1 There are a variety of risks which potentially affect SESI by virtue of entering into an agreement to perform professional services on the client's behalf. One of these risks stems from SESI's potential for human error. For additional consideration of \$10.00, receipt of which is hereby acknowledged, the client agrees that SESI's liability, and that of its officers, directors, employees, agents, and subcontractors, to client or any third-party due to any negligent professional acts, errors or omissions or breach of contract by SESI or any of its officers, directors, employees, agents or subcontractors, will be limited to the aggregate of \$50,000.00 or SESI's total charges, whichever is greater. If client prefers to have higher limits of professional liability (not breach of contract) SESI agrees to increase the aggregate limit to a maximum of \$1,000,000.00 upon client's written request at the time of accepting our proposal, providing that client agrees to pay an additional consideration of ten (10) percent of SESI's total charges, or \$500.00, whichever is greater. The additional charge for the higher liability limit is because of the greater risk assumed by SESI and is not a charge for additional professional liability insurance. This limitation shall not apply to the extent prohibited by law. In no event however, shall the liability of SESI exceed the amount of its applicable insurance coverage for the type claim involved.

8.2 Limitations of liability and indemnities in this agreement are business understandings between the parties and shall apply to all different theories of recovery, including breach of contract or warranty, tort including negligence, strict or statutory negligence, or any other causes of action, except for willful misconduct or gross negligence. Parties mean the client and SESI and their officers, employees, agents, affiliates and subcontractors. The parties also agree that the client will not seek damages in excess of the limitations indirectly through suits with other parties who may join SESI as third-party defendants.

8.3 Both the client and SESI agree that they will not be liable to each other, under any circumstances, for special, consequential, or punitive damages, arising out of or related to this agreement. Individual employees or agents may not be held individually liable for negligence.

8.4 PURSUANT TO §558.0035, FLORIDA STATUTES, CONSULTANT'S INDIVIDUAL EMPLOYEES AND/OR AGENTS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THEIR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

8.5 Client agrees to indemnify and hold harmless SESI, its agents, employees, and owners or any person against loss or expense including attorney's fees, by reason of the liability imposed by law upon SESI, except in cases of SESI's sole negligence, for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons, or on account of damage to property arising out of or in consequence of this agreement or the work or services performed by SESI resulting from this agreement, whether such injuries to persons or damages to property are due or claim to be due to any passive negligence of SESI, its agents, employees, sub-contractors or any other person. It is further understood and agreed that Client shall, at the option of SESI defend SESI, its agents, employees, sub-contractors with appropriate legal counsel and shall bear all costs and expenses, including legal counsel's fees, in the defense of any claim or suit arising hereunder.

8.6 In the event SESI is acting as a sub-contractor and Client is a General Contractor, then Client hereby exonerates, indemnifies and holds harmless SESI from any and all claims, loss or damage. The Client agrees to assume entire responsibility and liability for all damages or injury to all persons, whether employees or otherwise, and to all property, arising out of, resulting from or in any manner connected with, the execution of the work provided for in this contract or occurring or resulting from the use by the Client, its agents or employees, whether the same be owned by the Client, sub-contractor or third parties, and the Client agrees to indemnify and save harmless SESI, its agents and employees, from all such claims including, without limiting the generality of the foregoing, claims for which the Client may be, or may be claimed to be, liable, and legal fees and disbursements paid or incurred to enforce the provisions of this agreement, and Client further agrees to obtain, maintain and pay for such contractual liability insurance coverage as will insure the provisions of this paragraph.

Section 9 -

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIAL

9.1 Client warrants that a reasonable effort to inform SESI of known or suspected hazardous materials on or near the project site has been made.

9.2 Hazardous materials may exist at the site where there is no reason to believe that they could or should be present. SESI and the client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating renegotiation of the scope of work or termination of services. SESI and the client agree the discovery of hazardous materials may also make it necessary for SESI to take immediate measures to protect health and safety. Client agrees to compensate for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

9.3 SESI agrees to notify the client when unanticipated hazardous materials or suspected hazardous materials are encountered. The client agrees to make any disclosure required by law to the appropriate governing agencies. The client also agrees to hold SESI harmless for any or all consequences of disclosure made by SESI which are required by governing law. In the event the project site is not owned by the client, client recognizes that it is the client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

9.4 Notwithstanding any other provision of the agreement, the client waives any claim against SESI, and to the maximum extent permitted by

the law, agrees to defend, indemnify, and save SESI harmless from any claim, liability, and/or defense costs for injury or loss arising from SESI's discovery of unanticipated hazardous materials including any cost associated with possible reduction of the property's value.

9.5 The client will be responsible for ultimate disposal of any samples secured by SESI, which are found to be contaminated.

Section 10 - SITE RESPONSIBILITY

10.1 If services include construction testing the client agrees that SESI will be expected to make on-site observations appropriate to the construction stage. The client further agrees that SESI will not assume responsibility for the contractor's means, methods, techniques, sequences or procedures of construction, and it is understood that the field services provided by SESI will not relieve the contractor of his responsibilities for performing the work in accordance with the plans and specifications. The words "supervision", "inspection", or "control" are used to mean periodic observation of the work and the conduct of tests by geotechnical consultant to verify substantial compliance with the plans, specifications and design concepts. Continuous monitoring by SESI employees does not mean that our company is monitoring the placement of all materials.

10.2 Client agrees that the contractor(s) will be solely responsible for working conditions on the job site, including security and safety during performance of the work, and compliance with client safety requirements and OSHA regulations. It is agreed that SESI is not responsible for job or site safety or security, other than for SESI employees, and that SESI does not have the right or duty to stop the work of others.

Section 11 - SAMPLING AND TEST LOCATION

11.1 Unless otherwise stated, the fees in this proposal do not include costs associated with the surveying of the site for the accurate horizontal and vertical locations of the tests. Field tests or boring locations described in a report or shown in sketches are based upon information furnished by others or estimates made in the field by our representatives. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated. If the client specifies the test or boring location, we reserve the right to deviate a reasonable distance from the location specified.

Section 12 - INSURANCE

12.1 SESI represents and warrants that it and all its agents, staff, and consultants employed by it are protected by Worker's Compensation insurance and that SESI has such coverage under public liability and property damage insurance policies which SESI deems to be adequate. Certificates for all such policies of insurance can be provided to client upon written request. Within the limits and conditions of such insurance, SESI agrees to indemnify and save client harmless from and against any loss, damage or liability arising from any negligent acts by SESI, its agents, staff and consultants employed by it. SESI shall not be responsible for any loss, damage, or liability beyond the amounts, limits and conditions of such insurance. SESI shall not be responsible for any loss, damage, or liability arising from any acts by client, staff, or any other consultants employed by it.

Section 13 - TERMINATION

13.1 This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before the expiration of the period specified in the written notice. In the event of termination, SESI shall be paid for services performed to the termination notice date plus reasonable termination expenses.

Section 14 - ASSIGNS

14.1 Neither the Client nor SESI may delegate, assign, sublet or transfer his duties or interest in this Agreement without the written consent of the other party.

Section 15 - ENTIRE AGREEMENT

15.1 This Agreement constitutes the entire Agreement and the terms set forth above supersede all previous correspondence and Agreements.

Section 16 - EQUAL OPPORTUNITY EMPLOYER

16.1 SESI prohibits discrimination because of race, color, religion, handicap, sex, or national origin. SESI promotes equal opportunity in employment through continuing programs of affirmative action in its operations.

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

MEMORANDUM

TO: County Departments

FROM: Erin Griffith, Fiscal Manager/Grants Coordinator

DATE: June 1, 2022

SUBJECT: Budget Funding Request for FY 2022/2023

Franklin County is beginning preparations for the fiscal year 2022/2023 Budget. All budget requests must be submitted by June 15, 2022.

At the direction of the Board, please keep your request to the minimum that your department can operate while providing the same level of services. It is unknown at this time what the long-term financial impact will be on the county budget from supply chain delays and inflation. The upcoming budget will include the year two implementation of the five-year pay plan as developed by Evergreen Solutions. The five-year plan offered a statistical peer-data based approach to address wage disparity, market value discrepancies, compression issues and a gradual escalation in base salaries to meet the \$15.00 minimum wage mandate in 2026. If your department has any long term capital improvement needs (repairs, capital outlay or improvements in excess of \$15,000), please outline those needs separately from the budget request on the supplemental capital improvement plan form. A copy of last year's form is attached.

Assistance with your budget is available to you if needed. Please address your request and any questions to: Franklin County Board of County Commissioners, Attention: Erin Griffith, Fiscal Manager/Grants Coordinator, 34 Forbes Street, Apalachicola, FL 32320, erin@franklincountyflorida.com, (850) 653-9783 Ext. 158.

County Coordinator's Report
BOCC Regular Meeting
May 5, 2022

Action Item: Airport PAPI Lights Repair

As Mr. Ted Mosteller reported, there has been an ongoing issue with the PAPI lights at the airport. Mr. John Collins (AVCON) contacted Mr. Marty Bennett of TCA Electrical Contractors, who installed the lights, to request a service/repair call. Mr. Bennett was at the airport yesterday and has confirmed that the total cost to repair the PAPI lights is \$900 for parts plus his hourly and trip charge. I authorized up to \$2000 for these repairs. You will be informed if the repairs exceed the \$2000 amount.

Board action to ratify the authorization of \$2000 for repairs to the PAPI lights at the airport.

Action Item: Airport Grants Extension & Resolutions

Earlier this year the Board approved an Amendment of Extension of Public Transportation Grant Agreement to take advantage of the opportunity to combine the use of FDOT funds and FAA funds for an apron rehabilitation project. Today, I am asking for approval of another Amendment of Extension of Public Transportation Grant Agreement along with resolutions for each agreement for this project.

Board action to authorize the Chairman's signature on the Amendment of Extension of Public Transportation Grant Agreement along with the required resolutions.

Discussion/Action Item: Airport Inspection Update

As the Board is aware on April 19, 2022, Mr. Ted Mosteller accompanied FDOT representatives for the airport licensing inspection. Mr. Mosteller's report includes some of the deficiencies found during the inspection. The two most important deficiencies is the temporary closing of Runway 18 approach due to vegetation obstacles in 18's approach and the other is approximately 10 feet high brush vegetation around the north edge of runway 32 approach. Another issue that had to be addressed was a sink hole on the north end of runway 06/24 that required fill and grading. On Friday, Mr. Mosteller, John Collins (AVCON) and I met to discuss solutions to these issues. We decided that Mr. Mosteller would work with the Road Department and Centric maintenance staff to address the removal of about 20 -30ft of the 10ft high vegetation, around the north end of runway 32 and have the sink hole on the north end of runway 06/24 filled and graded. Mr. Collins suggested using the FDOT \$150,000 Obstruction Removal grant to remove and clear the vegetation obstacle around Runway 18 approach, which would start in late July and should be completed in early September, reopening that approach. In addition, there is enough funding in this grant to allow AVCON to inventory all trees and other vegetation within the airport boundaries for removal. Once that inventory is completed, the Board could direct AVCON to request FDOT to reallocate some of Phase 2 funding to remove all inventoried trees and vegetation inside of the airport boundary. Phase 2 funding will be available in July of 2022. If the Board is agreeable to this plan, I am requesting approval

of Task Order #8 authorizing AVCON to proceed with the clearance of vegetation obstacle blocking runway 18 approach and the inventory for removal of all other trees and vegetation.

Board action to approve Task Order #8.

Discussion/Action Item: Economic Development

At your last meeting, one of the items on my report provided information on a meeting with Triumph representatives and the Chairman and county staff. One of TRIUMPH's recommendations was the creation of the Local Technology Planning Team. I decided to postpone that discussion and the appointment of members until the May 17th meeting, due to the length of today's agenda. Another TRIUMPH recommendation for the Board to consider is Economic Development for the county. We are one of the few counties that do not have either a staff member or consultant providing Economic Development services, which puts the county at a disadvantage. Based on our size and limited budget, I believe we would be better served with a consultant rather than a new staff member. Having someone in this role would allow for the possibility of job creation, a more diverse economy, and better coordination with state offices and agencies such as Opportunity Florida, Duke Energy, etc. Today, I am asking the Board to discuss this matter and perhaps add it as an item to discuss during budget.

Board discussion and possible action.

Informational Item: HB 53 Update

I am still working with the State's Office of Economic & Demographic Research (EDR) on this matter. Where an immediate waiver is unlikely currently, I am investigation some possible cost saving options regarding the report.

Informational Item: Northwest Florida Water Management Meeting

Inform the Board that the Northwest Florida Water Management District will have their next Governing Board meeting here in your meeting room on Thursday, May 12, 2022 at 1p.m. (ET).

The Law Offices of Thomas M. Shuler, P.A.

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

*Mailing Address:
34-4th Street
Apalachicola, FL 32320*

April 29, 2022

To: Franklin County Board of County Commissioners

From: Thomas M. Shuler, County Attorney

For: May 3, 2022, Board Meeting

ACTION ITEMS

1. Code Enforcement Ordinance

The draft of the proposed Code Enforcement Ordinance is attached.

If adopted, it would provide that the county can proceed with code enforcement using a special magistrate.

If adopted, the ordinance will provide a method for the due processing of alleged violations before a special magistrate, who will determine whether the alleged violation occurred or not. If the special master finds a violation, then penalties are imposed and can result in liens being placed upon property.

If the Board adopts the ordinance, I will proceed with advertising for the services of a special master.

Board Action: Discussion and Board action on the proposed code enforcement ordinance.

2. Lanark Village Volunteer Fire Department

Commissioners, I have examined litigation options available to you against the Lanark St James VFD. Since Franklin County's goal is an actively functioning, operational and responsive fire and rescue service provided by volunteers, I do not find that a court can enter an effective order against the current VFD in Lanark – St. James to grant such relief.

My research shows that a court could compel the VFD to follow its by-laws, hold an election and open its records, but that does not address the goal of having an actively functioning, operational and responsive fire and rescue service.

Instead, I believe that Franklin County is at the point that the Board must decide between whether to continue to wait on the current VFD to reorganize and reconstitute itself (relying on Carrabelle VFD in the meantime) or to start the process of assisting in the formation of a new VFD to provide fire and rescue services for the Lanark -St James Fire and Rescue District.

While not intended to be an exhaustive list, the record shows that the current VFD in Lanark-St. James has not been meeting for months, it has failed for weeks to provide any meaningful response to

inquiries from your County Coordinator after the Department's failure to respond to a 911 fire call weeks ago, as well as the failure to respond to a car wreck in which a victim was trapped. Most recently, the current Lanark- St. James VFD failed to respond to an air ambulance call and another 911 fire call last week. In short, the missed meeting and repeated failures to respond to 911 calls indicates that it is reasonable to conclude that the Lanark-St. James VFD has ceased using the fire department property for fire and life safety purposes.

If the Board decides to begin the process of facilitating the creation of a new VFD for the Lanark – St. James Fire District, **I recommend that the Board consider taking action on each of the following items:**

1. On a temporary basis, Franklin County directly operate the fire and rescue district in Lanark – St. James through a fire coordinator paid for with MSBU funds from that district.
2. Authorize hiring an independent contractor who is certified as both a fire fighter and with the necessary rescue training as a first responder to manage and operate the Lanark-St. James fire and rescue district on your behalf, to include beginning the process of creating a group of volunteers who are ready, willing and able to provide fire and rescue services through a new non-profit formed by them.
3. Notify the current St. James Lanark Volunteer Fire Department, Inc., that you find that they have ceased using the fire department property for fire and life safety purposes and that you are terminating your agreement to allow them to provide fire and rescue services due to multiple failures to response to 911 calls.
4. Notify St. James Lanark Volunteer Fire Department, Inc., that you demand that they immediately return all MSBU funds in their possession to Franklin County.
5. Send a request to the City of Carrabelle that you have determined that St. James Lanark Volunteer Fire Department, Inc., has ceased using the fire department property for fire and life safety purposes, that you have terminated your agreement with them to provide fire and rescue services and request that the City of Carrabelle convey the fire department property to Franklin County so that you can undertake the process of facilitating the creation of a new volunteer fire fighting and rescue services group for Lanark – St. James.
6. Amend your direction to me to instead request a court order that:
 - a. The fire trucks, brush trucks and other fire fighting equipment purchased with MSBU funds are beneficially owned by Franklin County on behalf of the public and are not the private property of the St. James Lanark Volunteer Fire Department, Inc. and transfer title to Franklin County.
 - b. The St. James Lanark Volunteer Fire Department, Inc. account for and return all MSBU funds to Franklin County.
 - c. A written request for the above relief would be delivered and a reasonable time for response provided prior to litigation.

Board Action: Discussion and action as determined by the Board. Board options are as follows:

- (a) Approve items 1-6 and authorize all actions necessary to implement the Board's decision.
- (b) Approve some, but not all of items 1-6 and authorize all actions necessary to implement the board's decision.
- (c) Other options as determined by the Board.

3. Possible Adoption of Emergency Ordinance for Temporary Burn Ban in the Lanark St. James Fire Protection and Rescue Service Unit

A draft emergency ordinance temporarily banning open fires in the Lanark St James Units is attached for your consideration.

In sum, given that the current Volunteer Fire Department in Lanark is not responding, I recommend that the board adopt an emergency ordinance banning open fires in Lanark Village on a temporary basis. I have provided that the ordinance would remain in effect until it is otherwise terminated by the Board.

The temporary ordinance will allow outdoor grilling, but requires that the fire be monitored at all relevant times and that once cooking is completed, that the fire must be extinguished.

All other open fires of all kinds will be temporarily banned.

If the Board wants to adopt the ordinance, the following motion will be necessary:

“The Board has determined that an emergency exists and that the waiver of the usual adoption procedures of this ordinance is required and the immediate enactment of this ordinance is necessary”

Adoption of the ordinance requires a 4/5’s vote of the membership, so the ordinance passes if 4 commissioners vote in favor. The ordinance fails if less than 4 commissioners vote for its passage.

Board Action: Discussion and possible adoption of the emergency burn ban in the Lanark St. James Area.

4. Interlocal Agreement between Franklin County and the City of Carrabelle

An interlocal agreement providing for the City of Carrabelle’s volunteer fire department to provide primary fire and rescue services for the Lanark St. James Fire District is attached for your consideration. The agreement speaks for itself, however, some of the highlights are as follows:

- a. Agreement runs until 12/31/22 and auto renews each year, unless terminated with 30 days notice.
- b. Lanark St. James MSBU funds will pay for fire and rescue services provided by Carrabelle, as follows: \$160 for personnel service per call. \$90 per truck per call.
- c. Lanark St James MSBU funds are only to spent for services in that district, except that if the Carrabelle equipment is damaged enroute to a call or while on a call or returning from a call in Lanark St James, then its funds will pay for the repair if insurance does not.
- d. Each party will indemnify the other in the event negligent acts or omissions and for incidents while in Lanark St. James.

Board Action: Discussion and possible approval of interlocal agreement.

INFORMATIONAL ITEMS

5. *April 21, 2022, letter to the Lanark St James Volunteer Fire Department, Inc.*

A copy of the letter is attached. It notifies the Lanark St. James VFD of the suspension of the payment of MSBU funds directly to them, notifies them of a procedure to request reimbursement and requests an accounting of the MSBU funds in their possession.

As of April 29, 2022, they have not responded.

6. *April 28, 2022, title opinion letter to Chairman Jones Regarding Airport Boundary Change*

A copy of the title opinion letter is attached. The title opinion was requested by your airport engineering firm for the purpose of amending the boundary of the airport to exclude from the airport boundary the county owned property located between Highway 98 and Brownsville Road.

The letter has an exhibit showing the two parcels to be excluded from the airport boundary.

The conclusion of the title letter is that while the two parcel are general county owned property, they are not county owned airport property.

7. *Interlocal Agreement between City of Apalachicola and Franklin County*


The City of Apalachicola has not yet signed the interlocal agreement. The sent Mr. Moron a partially signed agreement signed by Mayor Kevin Begos in June 2021, but it contained the additional language providing that either City police in Apalach or the Sheriff Department would respond in Apalach. Franklin County did not approve that change. I've re-sent the interlocal for execution which provides that only the City PD will respond to animal control calls in Apalach.

8. *A copy of the Final Judgment in favor of Franklin County in the case against the Long Trust is attached.*

9. *A copy of the Final Judgment in favor of Franklin County in the case against Kenny Reeder is attached.*

10. *A copy of a demand letter to the Bassett's to cease clearance of a 8 foot wide public beach access owned by Franklin County is attached.*

Respectfully Submitted,


Thomas M. Shuler

Enc: as stated

NOTICE OF INTENT TO CONSIDER ADOPTION OF A COUNTY ORDINANCE

Notice is given that on the 3rd day of May, 2022, at 11:00 a.m. (ET), or as soon thereafter as is possible, in the courtroom at the Courthouse Annex, located at 34 Forbes Street, Apalachicola, Florida, the Franklin County Board of County Commissioners shall conduct a public hearing to consider adopting a county ordinance entitled:

AN ORDINANCE OF FRANKLIN COUNTY, FLORIDA THAT ADOPTS THE PROCEDURES AND PENALTIES OF FLORIDA STATUTES CHAPTER 162 FOR THE ENFORCEMENT OF FRANKLIN COUNTY CODES AND ORDINANCES AND THAT DESIGNATES A SPECIAL MAGISTRATE; PROVIDING FOR EFFECTIVE DATE.

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

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

The meeting room is handicap accessible; however, those persons who may require special assistance to attend the public meeting must make arrangements in advance by calling deputy clerk Jessica Gay at 850-653-8861, x100 at least two business days in advance of the meeting.

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

Instructions to publisher:

Publish as a **display ad** on April 21, 2022, in the Apalachicola Times

Invoice this ad to:

Franklin County

c/o Linda Phillips

33 Market Street, Suite 203

Apalachicola, Florida 32320

ORDINANCE NO. 2022-__

AN ORDINANCE OF FRANKLIN COUNTY, FLORIDA THAT ADOPTS THE PROCEDURES AND PENALTIES OF FLORIDA STATUTES CHAPTER 162 FOR THE ENFORCEMENT OF FRANKLIN COUNTY CODES AND ORDINANCES AND THAT DESIGNATES A SPECIAL MAGISTRATE; PROVIDING FOR EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. ADOPTION OF F.S. CHAPTER 162. Franklin County hereby adopts Florida Statutes 162.01 – 162.30, as may be amended from time to time, for enforcement of its codes and ordinances.

SECTION 2. SPECIAL MAGISTRATES. The Franklin County Board of County Commissioners may designate one or more special magistrates to hold hearings and assess fines and penalties against violators of Franklin County codes and ordinances. In the alternative, the Board of County Commissioners may delegate to the County Attorney the authority to designate special magistrates. The special magistrate shall have the same status, jurisdiction and authority as a code enforcement board.

SECTION 3. OTHER METHODS OF ENFORCEMENT. Nothing in this Ordinance shall prohibit Franklin County from enforcing its codes and ordinances by any other legal means.

SECTION 4. REPEALER. That any other ordinance or provision or an ordinance in conflict with this Ordinance shall be repealed to the extent of, but only to the extent of, the explicit conflict with this Ordinance.

SECTION 5. SEVERABILITY. That in the event any part of this Ordinance is deemed to be unconstitutional or invalid for any reason, the remainder of the Ordinance shall remain in full force and effect.

SECTION 6. EFFECTIVE DATE. This Ordinance shall become effective as provided by law.

PASSED AND ADOPTED BY FRANKLIN COUNTY, FLORIDA ON THIS 3rd DAY OF May, 2022.

BOARD OF COUNTY COMMISSIONERS OF
FRANKLIN COUNTY, FLORIDA

Ricky D. Jones, Its Chairman

ATTEST:

Michele M. Maxwell
Clerk

APPROVED TO FORM:

Thomas M. Shuler, County Attorney

Prepared by:

Daniel H. Cox, Esq.
P.O. Drawer CC 206 West 6th
Street Carrabelle, Florida
32322 (850)697-5555

Inst:200819004342 Date:7/21/2008 Time:2:39 PM
Doc Stamp-Deed:0.70
RC OC, Marcia Johnson, Franklin County B:970 P:441

DEED

THIS DEED if made this __ day of May, 2008, by the City of Carrabelle, Florida, a municipal corporation under the laws of the state of Florida, hereinafter called "Grantor," to the **ST. JAMES-LANARK VOLUNTEER FIRE DEPARTMENT, INC.**, a Florida corporation, not for profit, whose address is P.O. Box 1257, Lanark Village, Florida 32323, hereinafter called "Grantee";

WITNESSETH that the Grantor, for and in consideration of the sum of \$10 to it in hand paid by the Grantee, receipt and adequacy of which are hereby acknowledged, has granted, bargained and sold to the Grantee, its successors and assigns forever, the land lying and being in Franklin County, Florida, identified on Appendix A hereto.

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 Grantor, either in law or equity, to the only proper use and benefit of the Grantee forever.

PROVIDED HOWEVER: (i) the property shall be used solely for the location of fire and life safety personnel and equipment and training activities, and (ii) should Grantee its successors or assigns fail to use the property for fire and life safety purposes this deed shall stand cancelled and title shall revert to Grantor.

IN WITNESS WHEREOF the Grantor has caused these presents to be executed in its name, by its Board acting through the Chair or authorized representative, the day and year aforesaid.

Signed, sealed and delivered
in the presence of:

CITY OF CARRABELLE, FLORIDA
a municipal corporation

Signature

Wilburn Messer, Mayor

Print Name

Signature

Print Name

STATE OF FLORIDA
COUNTY OF FRANKLIN

The foregoing instrument was acknowledged before me this 25th day of April, 2008 by Wilburn Messer, as Mayor of the City of Carrabelle, Florida. He ☒ is personally known to me or ☐ produced _____ as identification.

(SEAL)

Notary Public



COURTNEY DEMPSEY
Commission DD 627938
Expires November 9, 2008
Bonded Through Fidelity Insurance 100-000-7019

Thurman Reddenberry and Associates, Inc.
Professional Surveyors and Mappers

PO Box 100
125 Sheldon Street
Sopchoppy, Florida 32358
USA

Phone: 850-962-2538
Fax: 850-962-1103

April 4, 2008



Legal Description of a 0.92 Acre Tract
Certified To: Lanark Village Water and Sewer District

I hereby certify that this is a true and correct representation of the following described property and that this description meets the minimum technical standards for land surveying (Chapter 61G17-6, Florida Administrative Code).

PARCEL "B"

Commence at an iron rod and cap (marked #7160) marking a point of intersection of the Easterly boundary of Lanark Village, Unit 1, a subdivision as per map or plat thereof recorded in Plat Book 2, Page 14 of the Public Records of Franklin County, Florida with the Northerly right-of-way boundary of Oak Street, thence run South 50 degrees 50 minutes 50 seconds West along said Northerly right-of-way boundary 1556.03 feet to an iron rod and cap lying on the Westerly right-of-way boundary of Collins Avenue, thence leaving said Westerly right-of-way boundary continue South 50 degrees 50 minutes 50 seconds West along said Northerly right-of-way boundary 200.00 feet to an iron rod and cap (marked #7160) marking the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 50 degrees 50 minutes 50 seconds West along said Northerly right-of-way boundary 200.00 feet to an iron rod and cap (marked #7160), thence leaving said Northerly right-of-way boundary run North 39 degrees 09 minutes 40 seconds West 200.00 feet to an iron rod and cap (marked #7160), thence run North 50 degrees 50 minutes 50 seconds East 200.00 feet to an iron rod and cap (marked #7160) thence run South 39 degrees 09 minutes 40 seconds East 200.00 feet to the POINT OF BEGINNING containing 0.92 acres, more or less.

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 F. Reddenberry
Surveyor and Mapper
Florida Certificate No. 4261


FRANKLIN COUNTY, FLORIDA

EMERGENCY ORDINANCE 2022-____

AN ORDINANCE OF FRANKLIN COUNTY, FLORIDA, DECLARING AN EMERGENCY, IMPOSING A TEMPORARY BAN ON OUTDOOR FIRES IN THE LANARK – ST. JAMES FIRE PROTECTION AND RESCUE SERVICES DISTRICT IN FRANKLIN COUNTY, FLORIDA, AS THAT DISTRICT IS DEFINED IN ORDINANCE 2013-1; CREATING EXCEPTIONS, IMPOSING A PENALTY; AND AN EFFECTIVE DATE

WHEREAS, the St. James-Lanark Village Volunteer Fire Department, Inc., has ceased responding to fire protection and rescue services 911 calls within the Lanark St. James Unit; and

WHEREAS, at present, the primary fire protection and emergency rescue services for the Lanark-St. James Fire Unit are provided by the Carrabelle Volunteer Fire Department; and,

WHEREAS, outdoor fires pose a great danger of causing wildfires and damage to property; and,

WHEREAS, the Board has determined that it is the best interest of the public's health, safety and welfare to ban outdoor fires within the Lanark – St. James Unit; and,

WHEREAS, during its regular meeting on May 3, 2022, the Board has determined, by a 4/5's vote of the membership, that an emergency exists, that it waives the usual notice requirements for the adoption procedures of this ordinance and that the immediate enactment of this ordinance is necessary,

IT IS ORDAINED THAT:

1. Present conditions of fire protection and rescue services within the Lanark St. James Unit, as defined by Ordinance 2013-1, have caused an emergency condition necessitating a temporary ban on outdoor fires within the Lanark-St. James Unit.
2. All outdoor fires are hereby immediately banned within the Lanark-St. James Unit, except for above ground self-contained cooking grills that are, at all times relevant, attended to and monitored by at least one responsible adult person. The use of charcoal briquettes are allowed in the cooking grill, provided that they are thoroughly extinguished with water immediately after use in cooking.
3. Without limitation, this burn ban means that outdoor fires in burn barrels or fires that are not contained, such a leaf pile or pile of wood, are banned for the period of time that this emergency ordinance is in effect.
4. A violation of this ordinance shall be a misdemeanor of the second degree, punishable by a fine not to exceed \$500 or by imprisonment in the county jail not to exceed 60 days, or by both such fine and imprisonment.
5. This Ordinance shall be effective immediately upon adoption and placing it on file with the Clerk of Court.
6. This ordinance shall remain in full force and effect until rescinded by ordinance.

This Ordinance was adopted by at least a 4/5's vote of the membership of the Board of County Commissioners of Franklin County, Florida, waiving the ordinary enactment procedures, declaring that an emergency exists and that the immediate enactment of this ordinance is necessary.

Adopted on this the 3rd day of May, 2022.

FRANKLIN COUNTY, a political
Subdivision of the State of Florida

By: Ricky D. Jones, It's Chairman

ATTEST:

By: _____
Michele M. Maxwell, Clerk of Courts

Approved as to form:

By: _____
Thomas M. Shuler, County Attorney

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2022

BETWEEN:

**The City of Carrabelle, a Florida Municipality, as
the governing authority for the Carrabelle
Volunteer Fire Department**

- and -

**Franklin County, Florida, as the governing
authority for the Lanark St. James Fire
Protection and Rescue Services Unit**

WHEREAS, Franklin County (County) has requested and the City of Carrabelle (City) through the Carrabelle Volunteer Fire Department has offered to extend fire protection and rescue services to the area of the County known as the Lanark St. James Fire Protection and Rescue Services Unit ("Lanark").

WHEREAS, the St. James Lanark Volunteer Fire Department, Inc. is currently unable or unwilling to be the primary responding party for fires and other emergencies within its service territory. The Carrabelle Volunteer Fire Department has agreed to provide assistance to Lanark as a primary responder to fires and other emergencies within the Lanark service territory on the terms set forth herein.

WHEREAS, the parties hereby authorize their fire departments to give aid to one another on an as needed basis, and in furtherance of this resolve, the parties agree as follows:

1. Franklin County, as the governing body of the Lanark St. James Fire Protection and Rescue Services Unit, has requested that the City, through the Carrabelle Volunteer Fire Department, provide primary fire and rescue services for the Lanark St. James Fire Protection and Rescue Services Unit, and the City hereby authorizes its Volunteer Fire Department to be the primary responder to fires and other emergencies within said district in the event of fires, or other emergencies.
2. The Carrabelle Volunteer Fire Department (Carrabelle VFD) shall respond to a fire, and other emergencies, within the Lanark St. James Fire Protection and Rescue Services Unit (Lanark VFD) per the Franklin County dispatch/911 coordinator. All air ambulance flights shall be dispatched to and depart from the Carrabelle Thompson Airport or the Helipad located at the Weems Medical Center East in Carrabelle. The Carrabelle VFD shall not
3. In other circumstances, in the event that in the judgment of the Fire Chief, or any other officer in charge of the fire department, a fire or other emergency requiring fire department equipment is occurring, or is about to occur, in his territory of such magnitude that it cannot be adequately controlled by local firefighting equipment and personnel, said officer may call on the other fire departments to furnish available firefighting equipment and personnel for use; either
 - (a) in combating the fire or other emergency or
 - (b) as a standby reserve to meet all other calls that may occur before the local firefighting force is free to take care of them.
4. Any standard operating procedures jointly developed by the parties will form part of this agreement and will be attached as an appendix and shall be reviewed annually.
5. Equipment of the Carrabelle VFD damaged as a result of accident during a response in the Lanark St. James territory will be repaired or replaced either with insurance proceeds or, if neither party's insurance provides coverage, then from the MSBU funds from the Lanark St. James Fire Protection and Rescue Services Unit. Any such claim shall be reported in writing to the City and County within five calendar days of occurrence of the accident and contain sufficient details to determine the cause and extent of damages known at the time of the report.
6. When the Carrabelle VFD is dispatched to the Lanark St James service territory it shall be reimbursed by the County at a rate of \$160.00 for personnel services and \$90.00 per truck taken to the scene of each fire or rescue services, as follows: A written invoice detailing the reimbursement request for personnel services and equipment shall be submitted to Erin Griffith, Fiscal Manager, 34 Forbes Street, Apalachicola, FL 32320 or emailed to her at

erin@franklincountyflorida.com, for processing at the next regular meeting of the County, if the invoice is received by the County no later than the Thursday the week immediately preceding either the 1st or 3rd Tuesday of each month. Payments to the Carrabelle VFD for services provided pursuant to this agreement shall only be made from the Lanark St. James Fire Protection and Rescue Service Unit MSBU funds. Except as provided in paragraph 5 for repair of damages to Carrabelle's equipment while responding to the Lanark St James Unit, the MSBU funds for the Lanark St. James Fire Protection and Rescue Services Unit shall only be expended for fire and rescue services within the Lanark St. James Unit.

7. The Carrabelle Fire Department's equipment will be suitably marked for ease of identifying equipment used during a response to a fire or emergency rescue services.

8. The fire chief of Carrabelle will ensure that their personnel receive instruction as to the contents of this Agreement on an annual basis so that this Agreement will be carried out in an efficient manner.

9. Upon receipt of such a call as contemplated herein, the Carrabelle VFD shall furnish such equipment and personnel as may be available for the Lanark St. James territory except that said fire department shall always be permitted to retain sufficient firefighting equipment and personnel to fight any fire or meet any emergency within its own service territory boundaries that may be reasonably anticipated.

10. (a) Each party will provide workers' compensation insurance to cover its own personnel for compensable injuries arising out of aid rendered and training under this agreement, as applicable.
- (b) Each party is liable for damage to and loss of its own equipment, except as otherwise provided in this agreement.
- (c) Each party is liable for its negligent acts or omissions causing property damage, bodily injury or death, to the equipment or personnel of the other party to the extent permitted by law.
- (d) Each party shall indemnify, defend and hold harmless the other party from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from the negligent acts or omissions of the party's personnel.
- (e) Each stricken or calling party shall indemnify, defend and hold harmless the aiding party from all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from incidents in the calling party's territorial jurisdiction or in any area outside the calling party's territorial jurisdiction enroute to or from the fire or other emergency.

(f) Each party will provide liability insurance in an amount of not less than one million dollars (\$1,000,000.00) per occurrence.

11. This agreement shall become effective upon the date hereof and shall remain in full force and effect until December 31, 2022, and by mutual agreement shall renew automatically on an annual basis. The Agreement may be terminated by provision of thirty (30) days written notice by either party to the other.

IN WITNESS WHEREOF the parties hereto have affixed their respective corporate seals, attested by the hands of their respective officers duly authorized in that behalf the day and year first above written.

Signed, Sealed and Delivered
this _____ day of April, 2022

) **City of Carrabelle**
)
)
)
) _____
) Mayor
)
)
) _____
) Clerk

Signed, Sealed and Delivered
this _____ day of April, 2022

) **Franklin County, Florida**
)
)
)
) _____
) Chairman
)
)
) _____
) Clerk

The Law Offices of Thomas M. Shuler, P.A.

Phone: 850-653-1757

Fax: 850-653-8627

Email: mshuler@shulerlawff.com

Mailing Address:

34-4th Street

Apalachicola, FL 32320

April 21, 2022

St. James Lanark Volunteer Fire Department, Inc.
2367 Oak Street
Carrabelle, FL 32322

David Curry, COO
2367 Oak Street
Carrabelle, FL 32322

St. James Lanark Volunteer Fire Department, Inc.
P.O. Box 1257
Lanark Village, FL 32323

Jo Ellen Chandler, Director
55-6 Parker Avenue
Lanark Village, FL 32323

Dear Sir/Madam:

I represent Franklin County, a political subdivision of the State of Florida. Franklin County is the governing body of the Lanark-St. James District which collects and disburses MSBU funds for the provision of fire and emergency services. St. James Lanark Volunteer Fire Department, Inc. is the entity which has in the past received MSBU funds quarterly to provide fire and emergency services within the District.

Based on available information, your board is not functioning and some volunteers are not willing to respond to emergency calls, while others are not able to respond. A recent emergency call went unanswered.

The purpose of this letter is to inform you that on April 19, 2022, my client voted that it would suspend delivery of MSBU funds directly to you each quarter as it has done in the past.

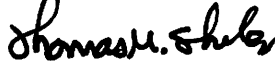
Franklin County has made temporary arrangements with the Carrabelle Fire Department to provide fire and emergency services within the Lanark-St. James Fire and Rescue District and will use that District's MSBU funds to pay for the fire and rescue services provided by Carrabelle. Dispatch will notify both you and Carrabelle of emergency calls and it is hoped that you will also respond in a timely fashion.

You may apply to Franklin County for payment of legitimate costs for fire and emergency services provided by you within your District, if any, including, but not limited to, the maintenance and purchase of equipment and training. Each pay request must contain the following information: copy of the invoice/bill and a brief explanation of the purpose of the expense. Deliver pay requests to Erin Griffith, Fiscal Manager, 34 Forbes Street, Apalachicola, FL 32320. Her phone number is 850-653-9783. The county pays bills on the 1st and 3rd Tuesday each month and the pay request must be received by Thursday the week before the meeting. Emergency pay requests up to \$1,500.00 can be paid for in between meetings.

It is important for your fire department to get back on its feet and have firefighters who are ready, able and willing to respond. Accordingly, you are all invited to, and should, contact the undersigned or Michael Moron at 850-653-9783 to arrange a meeting to discuss the matters set forth herein and to provide any additional information that you believe should be considered by Franklin County regarding this change in the payment of MSBU funds each quarter to the St. James Lanark Volunteer Fire Department, Inc.

Finally, you are requested to provide my client with an accounting of the MSBU funds presently in your possession. We understand that you have a bank account containing in excess of \$100,000.00 in MSBU funds. At a minimum, a copy of all bank statements for accounts containing MSBU funds for the period beginning January 1, 2021, to the date of your response to this request, should be provided to me by mail or emailed to me at the contact information stated at the top of this letter. Please provide this information on or before May 1, 2022. Thereafter, send me copies of the monthly bank statements of MSBU funds. The public record law does not require the disclosure of bank account numbers and you may mark it out yourself or we will do so if anyone should request a copy.

Sincerely,

A handwritten signature in black ink, appearing to read "Thomas M. Shuler", written in a cursive style.

Thomas M. Shuler
Franklin County Attorney

xc: James Putnal, Jr.
2601 Highway 98
Carrabelle, FL 32322

The Law Offices of Thomas M. Shuler, P.A.

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

Mailing Address:
34-4th Street
Apalachicola, FL 32320

April 28, 2022

Ricky D. Jones, Chairman
Franklin County Board of County Commissioners
34 Forbes Street
Apalachicola, Florida 32320

Dear Chairman Jones:

This opinion of title is to the real property owned by Franklin County, a political subdivision of the State of Florida. This to certify that I have examined the documents of title to the following described property of Franklin County; to wit: (Hereinafter "Property")

Parcel Number: 10-09S-08W-0000-0010-0000 – See attached Exhibit "A"

Parcel Number: 11-09S-08W-0000-0010-0000 – See attached Exhibit "A"

As of January 20, 2022, I find that fee simple title to the Property is vested in Franklin County, a political subdivision of the State of Florida, as follows:

1. The Property is general county property, county-airport property.
2. The Property is not subject to any mortgages, liens and encumbrances, except as shown herein.
3. The Property is not subject to any reverter provision.
4. The Property is not subject to any restrictive covenants.
5. Three roadway easements burden the Property:
 - a. Brownsville Road, as shown on the attached exhibit "A." The right of way is 65 feet wide. This road is owned by Franklin County.
 - b. Pal Rivers Road, as shown on the attached exhibit "A." The right of way is 80 feet wide. This road is owned by Franklin County.
 - c. Airport Road, as shown on the attached Exhibit "A." The right of way is 100 feet wide. This road is owned by Franklin County, Florida.
6. *Potable water lines:* Beginning at the intersection of Highway 98 and Pal Rivers Road and running approximately 150 feet North of that intersection along the East side of Pal Rivers Road, there is an abandoned and capped 4" potable water line. There are no other potable water lines along Pal Rivers Road. There are no potable water lines along Brownsville Road. There are no potable water lines along Airport Road.

7. *Sewer lines:* None on Pal Rivers Road or Airport Road. An 8" sewer line runs along the North boundary of Brownsville Road beginning at the East boundary of the Property to the round-a-bout, where it then connects with a 16" sewer line and continues along the North boundary of Brownsville Road to the West boundary of the Property. There are no other sewer lines on Brownsville Road.
8. *Reuse water lines:* 10" line from Hwy 98 along the West side of Pal Rivers Road to the North boundary of the Property. There are no other water reuse lines on Pal Rivers Road. No water reuse lines are within the right of way of Brownsville Road (except where it crosses the round-a-bout) or Airport Road.
9. *Electric Transmission lines:* Approximately 150 feet North of the intersection of Pal Rivers Road and Highway 98, a 115 KV line crosses Pal River's Road approximately 80' tall). There are no other electric transmission lines on Pal Rivers Road. Brownsville Road has power lines along its North boundary (approximately 30' tall) Airport Road has no power lines.
10. *Stormwater Management System:* All three roads have a storm water management system.

The encumbrances stated herein have not, and do not, interfere with the use of other lands owned by Franklin County and used for airport purposes North of, and abutting, the Property.


The leases and agreements in effect on the airport property do not adversely affect Franklin County's possession and control of the airport or interfere with its ability to carry out its lawful obligations and covenants after removal of the Property and revision of the airport boundary from the South boundary of the Property to the North boundary of the Property.

There are no other property interests identified.

Based on my title examination, the laws of the State of Florida and title standards, I find no legal deficiencies in the title to the said Property, except as noted herein.

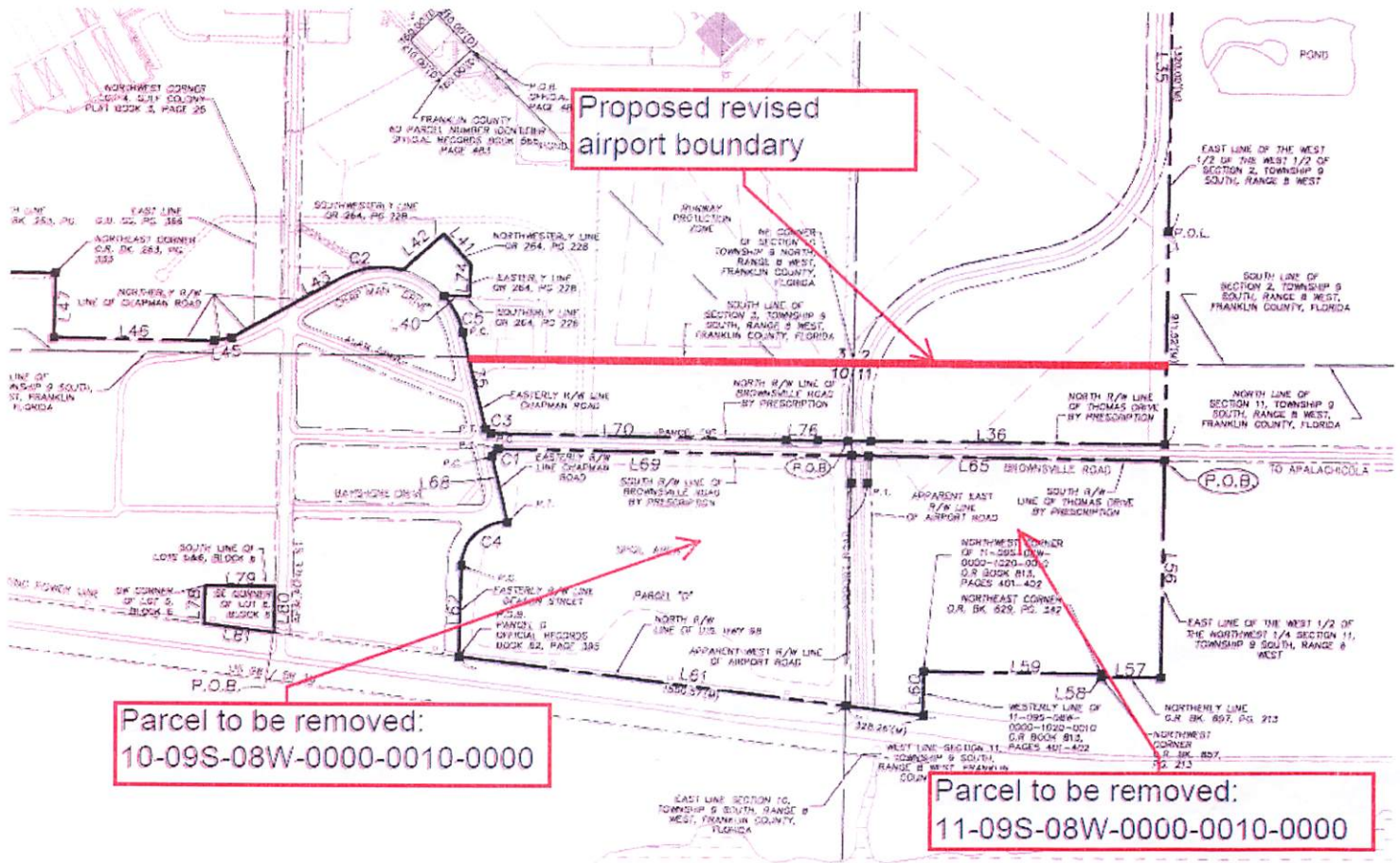
Please contact me if you have any questions.

Sincerely,



Thomas M. Shuler
Franklin County Attorney

Enc: as stated



John Collins, PE

Project Manager | AVCON, INC.



INTERLOCAL AGREEMENT BETWEEN
FRANKLIN COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,
AND
THE CITY OF APALACHICOLA, A MUNICIPAL CORPORATION,
FORTH E PROVISION OF ANIMAL CONTROL SERVICES WITHIN CITY LIMITS
PURSUANT TO COUNTY ORDINANCE 2021-3

WHEREAS, Franklin County, a political subdivision of the State of Florida, provides animal control services within unincorporated Franklin County, Florida, pursuant to Franklin County Ordinance 2021-3; and

WHEREAS, the City of Apalachicola (Hereinafter "City") does not have an animal control department and has requested that Franklin County provide animal control services within the city limits of the City; and

WHEREAS, Franklin County has requested, and the City has agreed, that the City coordinate with the Franklin County Animal Control Department to create a process whereby the City police department or Sheriff's Deputy (collectively "police officer") will first dispatch, and maintain until released by the Animal control officer or the call is completed, whichever occurs first, a police officer to the scene to make the initial contact at the scene of the complaint and make an assessment for each animal control related call within its jurisdiction;

NOW THEREFORE, pursuant to §163.01, *et. seq.*, Florida Statutes, the Florida Interlocal Cooperation Act of 1969, it is agreed that the City and Franklin County, hereby enter into an interlocal agreement for the provision of animal control services by Franklin County within the municipal boundaries of the City pursuant to County Ordinance 2021-3, as follows:

1. All of the preamble to this interlocal agreement is incorporated herein by this reference.

2. For the fiscal year 2020-2021, the City shall contribute \$3,500.00 to Franklin County to offset the cost of animal control services within the City pursuant to Franklin County Ordinance 2021-3. For the 2020-2021 fiscal year, the payment is due by April 8, 2020.
3. For the fiscal year 2021-2022, and each fiscal year thereafter, until this Interlocal Agreement is either modified or terminated, the City shall contribute (an amount to be mutually agreed upon) to Franklin County to offset the cost of animal control services within the City. This payment is due on October 1st each year beginning October 1, 2021.
4. **PROCEDURE FOR ANIMAL CONTROL COMPLAINTS WITHIN THE CITY'S LIMITS:** The City police department shall first be dispatched to the scene of a complaint about animals. Upon the receipt of a complaint about an animal within the City limits, the Franklin County Animal Control Officer shall not be dispatched to the scene until after a police officer has made first contact at the scene and made a determination that Franklin County Animal Control Officers should be dispatched. Once dispatched, Franklin County shall determine whether a violation of the Franklin County Animal Control Ordinance 2021-3 has occurred and what enforcement measures to take, if any. A police officer shall remain on the scene at all relevant times as determined by the Franklin County Animal Control Officer while responding to a complaint about animals. The Animal Control Officer may release the police officer on the scene upon request. The City, Franklin County and the Sheriff's Department shall meet to determine the protocol for dispatch of the Franklin County Animal Control Officer within City limits.

5. PROCEDURE TO MODIFY ANNUAL CONTRIBUTION: Franklin County reserves the right to request that the City agree to modify the annual contribution to offset the cost of animal control services within the jurisdiction limits of the two cities.
6. PROCEDURE TO TERMINATE INTERLOCAL AGREEMENT: Any party may elect to terminate this interlocal agreement for convenience and without liability upon the provision of ten (10) calendar days-notice. If terminated during the fiscal year, Franklin County shall make a pro-rata refund to the City within thirty (30) business days from the effective date of termination.
7. COUNTY EMPLOYEES ARE NOT CITY EMPLOYEES. The parties understand and agree that the employees of the Franklin County Animal Control Department are employees of Franklin County only. They are not employees of the City.

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

By: _____
Ricky D. Jones, Its Chairman
Dated: ____ day of _____, 2021

ATTEST:

Michele Maxwell, Clerk of Courts

Approved as to form and sufficiency

By: _____
Thomas M. Shuler, County Attorney

CITY OF APALACHICOLA, a municipal
corporation

By: Kevin Begos
Kevin Begos, Its Mayor
Dated: 18 day of June, 2021

ATTEST:

By: _____
Deborah Guillotte, Its City Clerk

Approved as to form and sufficiency

By: _____
Daniel W. Hartman, City Attorney

IN THE CIRCUIT COURT OF THE SECOND JUDICIAL CIRCUIT
IN AND FOR FRANKLIN COUNTY, FLORIDA

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

Plaintiff,

vs.

CASE NO. 21-36-CA

Evelyn Louise Long, Trustee of the
Evelyn Louise Long Revocable Trust,
Dated April 17, 2019,

Defendants.

CONSENT FINAL JUDGMENT

IT IS ORDERED AND ADJUDGED THAT:

1. Final Judgment on the Complaint is entered in favor of Franklin County.
2. Within 30 days of the rendition of this Consent Final Judgment, the Defendant shall file a complete application for the demolition and removal of the house and waste-water system located at 2036 Highway 98, Carrabelle, Florida. A copy of the permit application is attached.
3. Within 90 days of the rendition of this Consent Final Judgment, the Defendant shall complete the demolition and removal of the house and waste-water system located at 2036 Highway 98, Carrabelle, Florida.
4. Demolition and removal of the house means the complete removal of the home from 2036 Highway 98, Carrabelle, Florida, and disposal at a licensed landfill, including all loose debris from the structure of the home and concrete slab. All holes dug during the removal shall be filled with dirt level with the surrounding ground.
5. Demolition and removal of the waste-water system means the complete removal of the waste-water system, including, but limited to the tank and drain field, from 2036

Highway 98, Carrabelle, Florida, and disposal at a licensed landfill. All holes dug during the removal shall be filled with dirt level to the surrounding ground.

6. Each party shall pay its own attorney fees and costs.

Done and Ordered on this the 18th day of April, 2022.



Johnathan Sjostrom
Circuit Judge

IN THE CIRCUIT COURT OF THE SECOND JUDICIAL CIRCUIT
IN AND FOR FRANKLIN COUNTY, FLORIDA

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

Plaintiff,

vs.

CASE NO. 21-37-CA

Kenneth Howard Lee Reeder,

Defendants.

FINAL JUDGMENT GRANTING
MANDATORY INJUNCTION

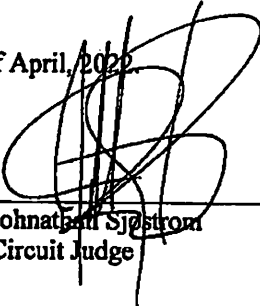
On April 14, 2022, this matter was tried before the court on the Plaintiff's Petition for Mandatory Injunctive Relief and the Defendant's Answer. After an evidentiary hearing and having heard argument of counsel for Franklin County and the Defendant, pro se, the Court finds that:

1. The Defendant, Kenneth Howard Lee Reeder, constructed an unpermitted second residence on his real property located at 329 Highway 98, Eastpoint, Florida, which is a single lot of record.
2. S. 553.79(1)(a), Fla. Stat., required that the Defendant obtain a building permit from Franklin County prior to the commencement of construction, but he did not do so.
3. S. 553.79(1)(b), Fla. Stat., requires that the Defendant submit a complete building permit application to Franklin County, but he did not do so.
4. The evidence established that the Defendant is required to submit a set of plans sealed by either an architect or engineer with the building permit application.
5. The evidence established that the Defendant is allowed only one residence on his property.
6. Franklin County established that it has a clear legal right to require the Defendant to obtain a building permit in compliance with the Florida Building Code and local ordinances regulating the Defendant's real property. *Eastern Federal Corporation v. State Office Supply Company, Inc.*, 646 So.2d 737 (1st DCA 1994).

7. Franklin County also established that when a governmental agency seeks an injunction to enforce its police powers, any alternative legal remedy is ignored and irreparable injury is presumed. *Metropolitan Dade County v. O'Brien*, 660 So.2d 364 (3rd DCA 1995).
8. The relief granted herein is confined to what is required by the circumstances of this case and those terms are subject to alteration when those circumstances change. *Eastern Federal at 741, citing Hale v. Miracle Enterprises Corporation*, 517 So.2d 102 (3rd DCA 1987).

IT IS ADJUDGED THAT the Petition for Mandatory Injunctive relief is granted. On or before 120 calendar days after the rendition of this Final Judgment, the Defendant shall file with Franklin County a complete building permit application and a set of building plans for the unpermitted second residence prepared by, and bearing the seal and signature of, either an engineer or architect licensed in the State of Florida for the construction of a residential structure on the Defendant's property at 329 Highway 98, Eastpoint, Florida, that is compliant with the Florida Building Code and local ordinances. The Court reserves jurisdiction as to all the remaining issues in the Petition. Each party shall be responsible for their own fees and costs.

Done and Ordered on this the 18th day of April, 2022



Johnatan Sjöström
Circuit Judge

xc: All those listed
in the E-Portal

The Law Offices of Thomas M. Shuler, P.A.

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

*Mailing Address:
34th Street
Apalachicola, FL 32320*

April 27, 2022

Robert and Faith Bassett
220 Bert Rige Road
Havana, FL 32333

Via USPS and Certified Mail

Re: Ceasing Clearance of Public Beach Access

Dear Mr. and Mrs. Bassett:

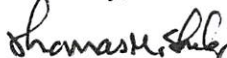
I represent Franklin County, a political subdivision of the State of Florida. My client is the governmental agency responsible for unincorporated Franklin County, including your property located at 957 E. Gorrie Drive, St. George Island, Florida. My client also owns and controls the public beach access paths along E. Gorrie Drive.

The purpose of this letter is to direct that you immediately cease and desist all actions to clear the trees, shrubs and other vegetative matter located within the public beach access which is located immediately south of your property at 957 E. Gorrie Drive. I understand that you are familiar with this location because you had it surveyed. To the extent that you have relied upon statements of Mr. Alan Pierce authorizing such clearance, consider this letter as a revocation of any such apparent authority. There are two existing public beach access paths close by and convenient to your property at 957 East Gorrie Drive.

Attached to this letter is a one-page map which shows your property at 957 E. Gorrie Drive in blue. It also has arrows indicating the "area being cleared" which you are to cease clearing. It also shows an "existing walking path" along another public beach access about 100' east of the one you started to clear. An existing developed dune walkover is shown on the map and is just a couple of hundred feet east from your property at 957 E. Gorrie Drive.

Thank you for your prompt attention to this matter.

Sincerely,



Thomas M. Shuler
Franklin County Attorney

Enc: as stated



Overview



Legend

- ☐ Parcels
- ☐ Roads
- ☐ City Labels

Parcel ID	29-09S-06W-7312-000I-0150	Alternate ID	06W09S297312000I0150	Owner Address	BASSETT ROBERT & FAITH
Sec/Twp/Rng	29-9S-6W	Class	VACANT		220 BERT RIGE ROAD
Property Address	957 E GORRIE DR	Acreage	n/a		HAVANA, FL 32333
District	1				
Brief Tax Description	UNIT 2 BL I LOT 15				

(Note: Not to be used on legal documents)

Date created: 4/27/2022
Last Data Uploaded: 4/27/2022 7:45:03 AM

Developed by  **Schneider**
GEOSPATIAL