



# Board of County Commissioners - Regular Meeting

Tuesday, May 17, 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/82168975712> 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 (821 6897 5712#). 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 process. We appreciate your understanding.*

- 1. Call to Order**
- 2. Prayer and Pledge**
- 3. Approval of Minutes**
- 4. Payment of County Bills**
- 5. Special Project Coordinator - Alan Pierce - Eastpoint & 2-Mile Dredge Update**
- 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. Clerk of Courts - Michele Maxwell - Report**

## **Department Directors Reports**

- 8. Superintendent of Roads and Bridges - Howard Nabors**  
Informational Item
- 9. Solid Waste Director - Fonda Davis**  
Informational Items
- 10. Emergency Management Director - Pam Brownell**  
Informational Items
- 11. Extension Office Director - Erik Lovestrand**  
Informational Items
- 12. Mosquito Control - Dewitt Polous**  
Informational Items

## **Other Reports**

**13. Interim Airport Manager - Ted Mosteller**

Informational Items

## **Presentations and Requests**

**14. SHIP Program Administration Presentations**

- a. **Apalachee Regional Planning Council**
- b. **Community Action Agency**

## **Planning and Zoning Adjustment Board Report**

Click [here](#) to see the Planning and Zoning Adjustment Board report.

**15. Variance Requests**

- a. **1931 Indian Harbor Road**

**16. Critical Shoreline Applications**

- a. **143 Rio Vista Drive**
- b. **315 Gander Street**

**17. Commercial Site Plan Applications**

- a. **219 W Gorrie Drive**

**18. Re-Zoning & Land Use Change Applications**

- a. **Kit Mashburn - 256 Hathcock Road**
- b. **Joseph Gander - Property Located in Apalachicola**
- c. **Franklin County - 959 US Highway 98**
- d. **Franklin County - Property Located in Carrabelle**
- e. **Franklin County - Property Located on St. George Island**

## **County Staff & Attorney Reports**

**19. Fiscal Manager/Grants Coordinator - Erin Griffith**

- a. **BOARD ACTION: Alligator Point Beach Restoration Project Scope and Coastal Consulting Agreement**
- b. **BOARD ACTION: RESTORE County-wide Dune Restoration Project Report and Scope**
- c. **BOARD ACTION: Armory Sprinkler System Project CEI Contract and Recommendation of Award Construction**
- d. **BOARD ACTION: District 5 Paving Funds - Striping**
- e. **BOARD ACTION: Recommendation to Award - CDBG Grant Administration Services**
- f. **BOARD ACTION: SGI Fishing Pier Access Road Repairs - Permission to waive formalities and Recommendation of Award**
- g. **BOARD ACTION: Island View Park (FEMA response, Award or Re-Bid, due date for bid expiration)**
- h. **BOARD ACTION: SGI Boat Ramp Grant Agreement**
- i. **BOARD ACTION: License Plate Readers for Sheriff's Department**
- j. **BOARD INFORMATION: Miscellaneous Project Updates**

**20. County Coordinator - Michael Morón**

- a. **Action Item: Schedule Workshop on Private Roads**

- b. Action Item: FDOT Off System Maintenance Agreement for Carrabelle Beach Park Sidewalk Improvements**
- c. Action Item: FAA Grant Application for the Apron Rehabilitation Project**
- d. Action Item: WSA CI Contracts**
- e. Informational Item: Airport Equipment Inventory**
- f. Informational Item: TDC Collections Report**
- g. Informational Item: Appointments for Local Technology Planning Team**
- h. Informational Item: Duke Site Readiness Survey**
- i. Informational Item: Historic Resources Survey**

**21. County Attorney - Michael Shuler**

## **Commissioners' Comments & Adjournment**

**22. Commissioners' Comments**

**23. 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.*

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Contact: Michael Moron, County Coordinator (michael@franklincountyflorida.com (850) 653-9783 x 155) | Agenda published on 05/16/2022 at 9:14 PM

**FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS  
REGULAR MEETING  
COURTHOUSE ANNEX, COMMISSION MEETING ROOM  
MAY 3, 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 4/19/2022**

**On a motion by Commissioner Boldt, seconded by Commissioner Ward, and by a unanimous vote of the Board present, the Board approved the minutes from the FCBCC Regular Meeting on 4/19/2022. Motion carried 5-0.**

**4) Payment of County Bills**

**On a motion by Commissioner Lockley, seconded by Commissioner Parrish, 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. Weems CEO – David Walker – Hospital Week Proclamation**

Mr. Walker presented the following proclamation to the Board. Mr. Walker gave special recognition to Ms. Lily Mills for her 50 years of service to the hospital.

**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 through 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  HEALTHCARE; 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.

**On a motion by Commissioner Parrish, seconded by Commissioner Lockley, and by a unanimous vote of the Board present, the Board ratified the Hospital Week Proclamation. Motion carried 5-0.**

## **6) Public Comments**

Mr. Gordon Hunter spoke on behalf of the Friends of the Apalachicola Regional Airport. He submitted six proposals to the Board for various things.

Mr. Chris Crosby spoke regarding the Lanark fire department. He provided the Board with a copy of the county's ordinance on fire departments and urged them to step in to fix the issue.

Ms. Debi Jordan spoke regarding the St. James fire department. She wanted to make the Board aware of an incident where someone tried to put a trespass on her for the fire department property.

## Constitutional Officers

### 7) Superintendent of Schools – Mr. Steve Lanier – ½ Cent Sales Tax

Superintendent Lanier presented the Board with a request to approve the resolution allowing them to place 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. He noted that they plan to hold a series of town hall meetings to get input from the public.

#### 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 a 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 help pay with a sales tax, including the thousands of tourists who visit our county each year. That way, the burden doesn’t fall solely on homeowners or residents of Franklin County. 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 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.

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

**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 the 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:

**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.

Commissioner Ward confirmed with Superintendent Lanier that this would also benefit the Apalachicola Bay Charter School. Superintendent Lanier said that the charter school would receive around \$300-350 thousand. Commissioner Lockley asked Superintendent Lanier why the term was only for twenty years. Superintendent Lanier said for the projects that they have planned they feel the twenty years would be beneficial. Commissioner Lockley said he is for it, but schools are going to be around forever. He said that it seems it should be for a longer period because we are playing

catch up.

**On a motion by Commissioner Lockley, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, the Board approved the resolution in regard to the one-half percent sales surtax. Motion carried 5-0.**

### **Department Directors Reports**

**8) Superintendent of Roads and Bridges – Howard Nabors**

Mr. Nabors had no action items for the Board. Chairman Jones said that he will be getting in touch with Mr. Nabors regarding some additional signage. Commissioner Ward thanked Mr. Nabors for fixing the issue at Vrooman Park. Chairman Jones thanked Mr. Nabors for all he and his employees do for the county.

**9) Solid Waste Director – Fonda Davis**

Mr. Davis had no action items for the Board. Chairman Jones asked Mr. Davis if he had an update on the timeline for the recertification/permit for the landfill. Mr. Davis said he is still working on it and hopes to have it in another week. Chairman Jones thanked Mr. Davis for all he and his employees do for the county.

**10) Emergency Management Director – Pam Brownell**

Mrs. Brownell had no action items for the Board. Chairman Jones asked Mrs. Brownell to remind the public when the build a bucket event will be held. Mrs. Brownell said that it will be held on the 21<sup>st</sup> of May. Chairman Jones thanked Mrs. Brownell for everything her office does to help our county be prepared.

**11) Extension Office Director – Erik Lovestrand**

Mr. Lovestrand had no action items for the Board. Chairman Jones thanked Mr. Lovestrand and his team for everything they do at IFAS.

**12) Library Director – Whitney Roundtree**

Mrs. Roundtree had no action items for the Board. Mrs. Roundtree updated the Board on the upcoming events at the library.

### **Other Reports**

**13) Zoning Administrator – Cortni Bankston – PZA Appointment**

**On a motion by Commissioner Lockley, seconded by Commissioner Boldt, to approve the appointment of Marzetta Davis as Alternate Board member for District 3 to the PZA Board. Motion carried 5-0.**

**14) Interim Airport Manager – Ted Mosteller**

**Mr. Moron presented the following items from his report.**

a. 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.*

**On a motion by Commissioner Ward, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, the Board ratified the authorization of \$2000 for repairs to the PAPI lights at the airport. Motion carried 5-0.**

b. Action Item: Airport Grants Extension & Resolutions

Earlier this year the Board approved an Amendment of the 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 the 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.*

**On a motion by Commissioner Lockley, seconded by Commissioner Parrish, and by a unanimous vote of the Board present, the Board authorized the Chairman's signature on the Amendment of Extension of Public Transportation Grant Agreement along with the required resolutions. Motion carried 5-0.**

c. 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 are 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 sinkhole 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 obstacles blocking runway 18 approach and the inventory for removal of all other trees and vegetation.

*Board action to approve Task Order #8.*

**On a motion by Commissioner Boldt, seconded by Commissioner Ward, and by a unanimous vote of the Board present, the Board approved Task Order #8.** Commissioner Ward reiterated that this needs to be done as soon as possible. Mr. Moron said they are going to make that a priority and then do inventory. Commissioner Lockley asked why we have to get approval for AVCON to do this. Mr. Moron said they are managing the money and the grants. They don't have the money and we have to give them the approval to spend the money. Mr. Moron said it should have been the past airport manager's job. The airport manager should know what FAA is going to tell you. Mr. Mosteller said he has been pushing for this for about a year now. Mr. Moron said we are lucky because we have the money to fix it. **Motion carried 5-0.**

Mr. Moron said when Mr. Mosteller was trying to clear the other brush, he found another piece of equipment that needed to be fixed. We will bring this to you at another meeting but asked the Board to direct Mr. Mosteller, himself, and Mrs. Griffith to create a capital improvement plan for equipment at the airport. Chairman Jones said he believes that would be a good idea. As we get closer to budget time, we can develop a plan, so that we as a board and the public can be aware. Mr. Moron said that will give us an opportunity to work with AVCON to see what FAA funds we can rely on and what will have to pay for. Mr. Mosteller said the blades for the brown tree cutter are on backorder because of the steel shortage. We did manage to use forklifts on the big tractor. All that brush is down. The sinkhole has been filled up and leveled out. Commissioner Boldt noted that we have prioritized the removal of all vegetation, would it be possible within descending order, to begin with that survey and complete those items. Mr. Mosteller said he will forward a copy of the inspection to the Board and the Clerk. Mr. Mosteller said the storm sewage pipes are leaking and causing sinkholes.

## Presentations and Requests

### 15) Eastpoint Water and Sewer District Administrator – Mr. Billy Fuentes – Letter of Support

Mr. Fuentes presented the request to the Board for their support to maintain and re-establish the Eastpoint Water and Sewer District in Franklin County, FL. Commissioner Parrish noted that it is a well-written letter, and he is in support of helping the Eastpoint Water and Sewer District. Commissioner Boldt said that he sees this as a strong foundation for commercial opportunity. Chairman Jones said that he is supportive of the letter of support, but he will be abstaining from the vote because he also serves on the EPWSD board as the current vice-chairman. **On a motion by Commissioner Parrish, seconded by Commissioner Lockley, to approve the letter of support to Senator Ausley and Representative Shoaf. Motion carried 4-0, Chairman Jones abstained.**

### 16) PanCare – Justin Perse – Starting Point Program

Mr. Perse spoke to the Board regarding the Starting Point Program through PanCare. It is an Opioid Use Disorder Recovery Management Program. He explained the program as a way to connect citizens in rural communities with resources that they might not know exist to help them fight opioid, substance, and alcohol abuse disorders. He said their goal is to link them with the resources to have a successful life. The program provides wrap-around support through Case Management, Linkage to Care, Motivational Coaching, and Resource Identification to promote lasting success for participants age 13+ and their families. The program currently serves Calhoun, Franklin, Gulf, Jackson, Liberty, and Washington Counties. Chairman Jones thanked Mr. Perse for his time.

The Board recessed at 10:06 a.m. and reconvened at 10:15 a.m.

The Board moved to the following item on the agenda at this time.

## RFP/RFQ/Bid Opening

### 20) St. George Island Fishing Pier Road Repairs – Sealed Bids

Mrs. Griffith and Mr. Moron opened the bids received for the projects as follows.

CWR Contracting, Inc.  
3372 Capital Circle NE  
Tallahassee, FL 32308  
Bid Amount: \$220,463  
Bid Bond: Yes

North Florida Construction, Inc.  
P.O. Box 129

Clarksville, FL 32430  
Bid Amount: \$114,019  
Bid Bond: Yes

Pigott Asphalt and Sitework, LLC  
12 Asphalt Way  
Crawfordville, FL 32327  
Bid Amount: \$97,260.25  
Bid Bond: Yes

**On a motion by Commissioner Lockley, seconded by Commissioner Ward, and by a unanimous vote of the Board present, the Board authorized releasing the bids to Dewberry for a recommendation. Motion carried 5-0.**

**21) Apalachicola Regional Airport Rehabilitation – Sealed Bids**

Pettibone Concrete Construction, Inc.  
1621 Transmitter Road  
Panama City, FL 32404  
Base Bid Amount: \$240,593.25  
Alternate Bid #1: \$287,821.50  
Alternate Bid #2: \$268,602  
Alternate Bid #3: \$225,192.50  
Bid Bond: Yes

**On a motion by Commissioner Lockley authorizing the bid to be released to AVCON for a recommendation.** Commissioner Lockley inquired as to what the alternate bids were. Mrs. Griffith explained that these were additional projects that we would like to get done in the future should funding become available. They will not have to go back out for bids. Commissioner Lockley asked if the bids will be good as prices go up. Mr. Moron said that is a good question and he will ask John. **Motion seconded by Commissioner Parrish and Commissioner Boldt.** Commissioner Lockley said that he would like to know if the bids are locked in or not. Mr. Moron with direction from the Board will check in to that and report back. **Motion carried 5-0.** Mrs. Griffith noted that a pre-bid conference was held, and it is okay with FAA that we only received one bid.

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

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 the 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 the budget. Board discussion and possible action.

Chairman Jones noted that this is definitely something that we have been looking into. The issue that he sees is that we continue to have challenges with volunteer boards. He said that he was speaking with some at the Hemp Summit from the Economic Planning Council, and other counties have resorted to hiring consultants. He said that Wakulla has a hired consultant and they have seen pretty significant resources increased. Commissioner Boldt said this is very important to have someone who specializes in this area. Commissioner Lockley said that we are behind in economic development, and we are losing a lot of people coming in here to open businesses. He said that we have to have someone looking at all of this and contacting these people. We are in a bad area because of the highway situation, we don't have a four-lane. The only thing that we have here is water and the airport, both of them should be making money come in. He said that Carrabelle has deep water, and could be used to haul things in. He said that we need an office, not a consultant. We need someone here every day so that we can keep an eye on them, and see what they are doing, but we will have to pay for it. He said if we get a return on our money, it will be worth it. We should be able to get some turnaround to put some businesses in here. He said this place is going to grow one day, they say 1000 people a day are moving to Florida. We are going to need something in here to make it work. The Board agreed that they would like to discuss this at budget time. Mr. Moron suggested having Mrs. Griffith come up with various options to present to the Board.

#### 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 investigating 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 its next Governing Board meeting here in your meeting room on Thursday, May 12, 2022, at 1 p.m. (ET).

Commissioner Ward said that she had been contacted by several people that have private roads that need to be repaired. **Commissioner Ward made a motion to schedule a workshop to discuss the requirements and what the process would be for the county to take over these roads. Seconded by Commissioner Lockley.** Commissioner Lockley said that we have been

through this before. Mr. Moron noted that there are certain standards that the roads have to be brought to. Commissioner Ward said she feels it is worth a shot to hold a workshop to figure it all out. Chairman Jones said that discussing the standards is a good idea. Commissioner Boldt asked if they would like to enhance this workshop and discuss respecting the right of way. Chairman Jones noted that these are two separate issues and not appropriate to combine. **Motion carried 5-0.**

### **Time Certain Items**

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

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 AND 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 VALOREM 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 district’s legal boundaries to incorporate all areas it currently services beginning on \_\_\_\_\_.

Attorney Rob Mowery for the Alligator Point Water Resources District presented the above-referenced request for a referendum to the Board. He noted that expanding the district would be beneficial to everyone. Chairman Jones inquired as to who would be voting on this. Attorney Mowery said that only those affected by and live in the district. Commissioner Parrish asked who would cover the costs. Attorney Mowery said the costs would be covered by the district.

### **RESOLUTION OF THE COUNTY COMMISSION OF FRANKLIN COUNTY**

**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 January 16, 2021, authorizing proceeding through the Florida Legislature, expanding the district’s geographic boundaries; and,

**WHEREAS**, the Franklin County Commission on June 1, 2021, 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 March 10, 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 Bill is before the Governor of the State of Florida to be signed 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

**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 County Commissioner of Franklin County:

1. The above recitations are deemed true and correct.
2. The Franklin County Commissioner hereby authorizes, adopts, and endorses the referendum election to 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 3<sup>rd</sup> day May 2022.

**On a motion by Commissioner Lockley, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, the Board approved the above resolution for Alligator Point Water Resources District expansion. Motion carried 5-0.**

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

- 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.

**On a motion by Commissioner Parrish, seconded by Commissioner Ward, and by a unanimous vote of the Board present, the Board approved the submittal of a No-Cost Time Extension Amendment to Treasury for the St. George Island Storm Water Drainage Project. Motion carried 5-0.**

**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 of 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.

**On a motion by Commissioner Parrish, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, the Board approved and authorized the chairman to sign the revised contract with Southeastern Consulting Engineers reflecting 3.496 miles of roadway for the SCOP CR30A Resurfacing Project. Motion carried 4-0, Commissioner Lockley stepped out.**

**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 an 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.

**On a motion by Commissioner Parrish, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, the Board approved and authorized the chairman to sign the attached no-cost time extension change order for Pigott Asphalt and Sitework. Motion carried 5-0.**

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

Attorney Shuler explained the terms of the agreement. 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 be 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 of negligent acts or omissions and for incidents while in Lanark St. James.

Chairman Jones said to clarify, that this agreement is for fire and emergency services. Attorney Shuler confirmed and noted it also included life flight services. Chairman Jones said that from past meetings the Board's directive was to get through this spot. Commissioner Lockley asked if the price was per call or per hour. Attorney Shuler said it is per call. Commissioner Parrish noted there was a hanging paragraph in the agreement and Attorney Shuler said it will be removed. Commissioner Parrish said he believes this to be our best option at this time and believes the prices are reasonable. **Commissioner Parrish made a motion to approve the County/City of Carrabelle Temporary Fire & Rescue Service Agreement. Commissioner Lockley and Commissioner Boldt seconded.** Commissioner Lockley said that we have to do what we can to keep the community safe. **Motion carried 5-0.**

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

**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 that 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.

**On a motion by Commissioner Ward, seconded by Commissioner Parrish, and by a unanimous vote of the Board present, the Board retroactively approved the Chairman’s signature on the attached grant agreement. Motion carried 5-0.**

**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	<b>\$436,277</b>
Total Costs	\$832,611	Unfunded Project Match	<b>\$396,334</b>

Chairman Jones noted that when we were talking about increasing the lodging tax percentage, the whole reason was having the money to set aside for infrastructure. He said that the money is there, and he wanted the Board to be aware that it is.

**On a motion by Commissioner Lockley, seconded by Commissioner Parrish, and by a unanimous vote of the Board present, the Board approved to request that the additional match funds of \$271,338 be paid by the TDC for this project. Motion carried 5-0.**

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, that 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.

Mr. Moron noted that they are asking each department to provide their operational budget along with a separate list of equipment needs.

**On a motion by Commissioner Boldt, seconded by Commissioner Ward, and by a unanimous vote of the Board present, the Board authorized sending the budget request letters as drafted. Motion carried 5-0.**

Chairman Jones said that it has come to his attention that when the original pay plan with EverGreen was drafted, it is either mechanic or supervisor. Most of our mechanics are senior

mechanics that have adequate training and do not require supervision. He requested that EverGreen be contacted to see if there can be another layer added. Commissioner Ward agreed and said she will get with Mrs. Griffith after the meeting and before the budget. Mr. Moron noted that EverGreen recommended a higher plan, but the Board was not ready to do that at the time. They presented the lower plan with a gradual increase.

#### 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.

### **Public Hearings**

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

Attorney Shuler presented the draft ordinance to the Board. The draft of the proposed Code Enforcement Ordinance was attached to the agenda. 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 the property. If the Board adopts the ordinance, Attorney Shuler will proceed with advertising for the services of a special master.

Commissioner Ward said she would like to look at getting a code enforcement officer who would be proactive vs reactive when the budget comes up. Chairman Jones said if we enact this ordinance said that he would assume there would be a budgetary item coming up. Chairman Jones called for public comments.

Mr. Patrick Bailey spoke to the Board in favor of having a code enforcement officer and enforcing code enforcement, especially in regard to endangered species. Mr. Paul Rigermeier asked what the qualifications for the special magistrate would be. Ms. Joyce Estes said they have a magnitude of code problems in Eastpoint. She requested a copy of the written guidelines. She suggested a five-year plan that you take a little bit at a time. Mrs. Mel Kelly asked who would appoint the

magistrate and to whom the magistrate is responsible. Will the magistrate be a full-time employee, paid on retainer or as needed? What will the qualifications be Who determines when the magistrate's responsibility begins? Will there be an opportunity for arbitration?

Attorney Shuler said as far as the qualifications of the special master, it would be someone trained in the law, who understands the due process, and who can interrupt county codes and statutes. He said that he would post the notice on the county attorney chat room broadcast statewide. It is the same job description that other counties have used. They would not be a full-time employee but contract worker with an hourly rate. The special master does not report to anyone. If someone doesn't like a decision, they could take it before the judge. When there is an initial violation, the code enforcer would issue a warning for an initial violation. If the violation is not corrected, then a citation is issued, and the code enforcement officer would call for a hearing. The hearing can be conducted by myself as the County's attorney or by administrative county staff. Who selects the special master is determined in the ordinance: It can be either the Board or the Board could delegate that authority to the board attorney? It doesn't have to be the same person every time, but I think it would be beneficial because you want someone familiar with the county. He said that his suspicion is that no one outside of a certain fairly refined geographic bubble would not want to travel to Franklin County nor would we want to pay them to come. The county would be responsible to record the hearing and make sure due process is complied with. Chairman Jones said this is just a first step in the process and procedure. Attorney Shuler said there is another county that has adopted an ordinance but never has gotten through the point of deciding on who the enforcement would be. This is the first step in a multi-step process.

**Commissioner Ward made a motion to adopt the Code Enforcement ordinance as presented, seconded by Commissioner Boldt.** Commissioner Lockley said that we need to make sure the person hired for this position focuses on all of the codes. Chairman Jones noted that this will be a big job and a lot to work on. Commissioner Boldt said he believes this is a defining time in Franklin County. As Franklin County is growing, I see this effort to improve long-term things such as improving property values and lowering insurance rates. **Motion carried 5-0.**

The Board recessed at 11:27 a.m. and reconvened at 11:39 a.m.

Mr. Chris Doolin from the Small County Coalition spoke to the Board. He said that he had planned to attend the fire marshal's workshop. He said the state fire marshal, Ms. Julius Halas, has been working with the Small County Coalition to come up with programs to help the needs of smaller counties. He pointed out their updated website [www.smallcountycoalition.org](http://www.smallcountycoalition.org) as a good resource for individuals or citizens interested in government.

## **RFP/RFQ/Bid Opening**

### **20) St. George Island Fishing Pier Road Repairs – Sealed Bids**

*Item addressed earlier in the meeting.*

### **21) Apalachicola Regional Airport Rehabilitation – Sealed Bids**

*Item addressed earlier in the meeting.*

## **County Staff & Attorney Reports**

### **22) Fiscal Manager/Grants Coordinator – Erin Griffith**

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

*Item addressed earlier in the meeting.*

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

*Item addressed earlier in the meeting.*

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

*Item addressed earlier in the meeting.*

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

*Item addressed earlier in the meeting.*

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

*Item addressed earlier in the meeting.*

6. BOARD ACTION: Budget Request Letters

*Item addressed earlier in the meeting.*

7. BOARD INFORMATION: Miscellaneous Project Updates

*Item addressed earlier in the meeting.*

**23) County Coordinator – Michael Morón**

1. Action Item: Airport PAPI Lights Repair

*Item addressed earlier in the meeting.*

2. Action Item: Airport Grants Extension & Resolutions

*Item addressed earlier in the meeting.*

3. Discussion/Action Item: Airport Inspection Update

*Item addressed earlier in the meeting.*

4. Discussion/Action Item: Economic Development

*Item addressed earlier in the meeting.*

5. Informational Item: HB 53 Update

*Item addressed earlier in the meeting.*

6. Informational Item: Northwest Florida Water Management Meeting

*Item addressed earlier in the meeting.*

**24) County Attorney – Michael Shuler**

- 1. Action Item: Code Enforcement Ordinance**

*Item addressed earlier in the meeting.*

- 2. Action Item: 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 where 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 indicate 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 operates 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 firefighter 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 firefighting 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.

Attorney Shuler noted that Mr. James Putnal has been in contact with him via telephone regarding the letter received about the MSBU funds being suspended at this time. Attorney Shuler said that he asked them to provide accounting information going back to January 2021. Mr. Putnal informed Attorney Shuler that they had held an emergency meeting and appointed him as interim treasurer or secretary. Mr. Putnal indicated that he is working to get the requested information and represented that he will work with the county.

Chairman Jones called for public comments at this time. Ms. Debi Jordan said she did not have a comment at this time. Victoria Hart spoke regarding the agreement with the City of Carrabelle and asked if the Board would be entering into a similar agreement with Alligator Point. She said that they have a petition going around Lanark and have 65 signatures. She said they are going to ask the State Fire Department to come in and tell us what we need to get it back up and running.

**Commissioner Boldt** noted in his opinion we are done with the existing board and **made a motion to adopt the plan Attorney Shuler has laid out, items 1-6.** Commissioner Lockley said this thing has been going on for too long. The current fire department is not answering calls. It's our job to make sure that the public is safe. He said that he doesn't feel that either group should be involved. Chairman Jones noted that he believes this plan will do that, cause us to hire at arm's length. **Commissioner Ward seconded the motion.** Commissioner Parrish said he agrees with Attorney Shuler's recommendation. He said he believes there needs to be a contract with the new department which lays out the use of the MSBU funds. We have spent enough time trying to work with the current board. He said that he's not saying we need a contract with every fire department because we aren't having any of the issues with the others. He said that the people of Lanark need to get behind the volunteers and let them know that you appreciate them. Don't be so adversarial against someone who is doing a service for you. Mr. Moron said the plan focuses on building the volunteer fire department from the ground up. The community needs to get behind it. Attorney Shuler confirmed the motion was to approve item number two on his report, points 1-6. Commissioner Boldt confirmed. **Motion carried 5-0.**

### **3. Action Item: 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, 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/S'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.

Ms. Debi Jordan stressed the importance of widely publicizing this information. Mr. Moron said he will ask Mrs. Brownell to send it out through the emergency alert system. There were no further public comments.

**On a motion by Commissioner Boldt, seconded by Commissioner Lockley, and Commissioner Parrish, and by a unanimous vote of the Board present, 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. Motion carried 5-0.**

**4. Action Item: Interlocal Agreement between Franklin County and the City of Carrabelle**

*Item addressed earlier in the meeting.*

5. Informational Item: April 21, 2022, letter to the Lanark St. James Volunteer Fire Department Inc.
6. Informational Item: April 28, 2022, title opinion letter to Chairman Jones Regarding Airport Boundary Change
7. Informational Item: Interlocal Agreement between the City of Apalachicola and Franklin County
8. Informational Item: A copy of the Final Judgement in favor of Franklin County in the case against the Long Trust
9. Informational Item: A copy of the Final Judgement in favor of Franklin County in the case against Kenny Reeder

10. 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**

Commissioner Lockley commented about the construction of a new hospital.

#### **26) Adjournment**

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

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**Ricky Jones – Chairman**

**Attest:**

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**Michele Maxwell – Clerk of Courts**

**FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS  
WORKSHOP  
COURTHOUSE ANNEX, COMMISSION MEETING ROOM  
MAY 3, 2022  
1:30 P.M.  
MINUTES**

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

Others Present: Michael Shuler-County Attorney, Michael Moron—County Coordinator

1. Call To Order

Chairman Jones called the workshop to order. Thanked everyone for attending the meeting. Hope to learn ways to better support all of our volunteer fire departments.

2. Public Comments

Ms. Debi Jordan thanked each of them for taking the time to come to our small community. Mr. Berry said that what he would like to learn from this workshop is what the relationship between the state fire marshal's office and the county volunteer fire department is. Is there any jurisdictional or methodology for setting up VFD other than training requirements and certifications? Does the marshal have Guidelines for setup, do they address corporate structure, and ownership of assets (i.e., property and buildings paid with public funds) or are the county contracting for these services with private companies with public funds with no accountability? Are their guidelines that address fiscal responsibility? Some of our issues center around a number of these points. Do you perform any fiscal monetary responsible type of audits? Some type of basis, timely. Are these county functions? I am trying to learn what the state's relationship is with the county and the volunteer fire departments.

3. State Fire Marshal's Office – Presentation

Mr. Julius Halas introduced each member of his team and briefly described their roles.

The following were in attendance from the State Fire Marshal's Office:

- Julius Halas, Director
- JoAnne E. Rice, Assistant Director
- Melissa Dembicer, Special Projects Coordinator
- Mark Harper, Bureau Chief of Fire Standards and Training
- John Gatlin, Bureau Chief Fire Prevention
- Susan Schell, Safety Section Manager

State Fire Marshal Authority:

- Shall adopt the most recent edition of the National Fire Prevention Association (NFPA)

Fire Code (NFPA 1) and Life Safety Code (NFPA 101) by rule every three (3) years pursuant to s. 633.202, Florida Statutes.

- Shall provide cost-effective training programs for the certification of firefighters and other fire-related fields pursuant to s. 633.128, Florida Statutes.
- May issue, when requested by any substantially affected person or Authority Having Jurisdiction (AHJ), a declaratory statement interpreting the Florida Fire Prevention Code pursuant to s. 633.104, Florida Statutes.

#### Small County Coalition of Florida

- The Small County Coalition and Division of State Fire Marshal formulated an informational program for local elected officials which included the ISO Rating Schedule.
- Highlights of this information are contained in this presentation.

#### ESF 4 Firefighting and ESF 9 Urban Search & Rescue

- Division of State Fire Marshal (SFM) is the primary agency.
- SFM Director serves as the primary Emergency Coordinating Officer (ECO).
- Coordinates planning and resources in cooperation with the Florida Fire Chief's Association – State Emergency Response Plan (SERP) which integrates local fire departments from throughout the state.

Ms. JoAnne E. Rice, Assistant Director presented information on the Fire and Emergency Incident Reporting System (FFIRS).

- Fire incident reporting by each fire department to the National Fire Incident Reporting System (NFIRS). The reporting should include on-the-job firefighter injuries and deaths.
- Participation is voluntary but is required for specific grant eligibility.
- The incidents reported are the basis for the SFM “Florida Fires” annual report.

Mr. Mark Harper, Bureau Chief of Fire Standards and Training presented information on the Bureau of Fire Standards and Training (BFST).

- Training Section: Develops all curricula of courses leading to certification as a Florida firefighter, fire instructor, fire inspector, arson investigator, or company fire officer. The section reviews requests for continuing education to renew certifications.
- Standards Section: Conducts “certification” examinations for firefighters and processes the applications for certification as a fire instructor, fire inspector, arson investigator, and fire officer (>70,000 individuals).

Ms. Susan Schell, Safety Section Manager presented information on the safety portion of the presentation.

- Safety Section: Conducts activities associated with FAC 69A-62 (a.k.a. Florida Firefighter OSHA). Activities include collecting reports of firefighter injuries and conducting safety compliance inspections and safety investigations in more than 500 fire departments statewide. 352-427-4401 to report a fatality or significant injury.
- Executive Development Section: Leads BFST activities associated with Florida's higher education institutions. This section develops the curricula relative to Chief Officer certification and maintains the SFM website.

Fire Service Grant Funding for FY 2021/2022

<b>Fire State Marshal Grant Overview</b>	<b>Total Amount Appropriated</b>
University of Miami, Firefighter Cancer Research <i>Sylvester Comprehensive Cancer Center</i>	\$2,000,000
<b>Volunteer FF Assistance</b> <i>Volunteer Fire Safety Equipment</i>	\$1,000,000
<b>Fire Construction and Equipment</b> <i>Fire Station Construction, Renovation, and Apparatus</i>	\$11,254,639
<b>Florida Cancer Decontamination Equipment</b> (Recurring) <i>Advanced Cancer Decontamination Equipment 25% local match required</i>	\$500,000

Florida Firefighter Assistance Grant:

- Volunteer and combination departments
- Grant provides for Personal Protective Equipment, Self-Contained Breathing Apparatus, Fire Engines and Tankers trucks, Other, Training

Mr. John Gatlin, Bureau Chief Fire Prevention presented information regarding the Bureau of Fire Prevention (BFP) *Responsible for the development and adoption of the Florida Fire Prevention Code.*

- Plans Review Sections: The Plans Review section is tasked with the review of construction plans and documents for all state-owned and state-leased buildings for compliance with the Florida Fire Prevention Code (FFPC).
- Inspections Section: The Inspections section is charged with enforcing the FFPC in all state-owned and state-leased buildings and facilities (over 14,000).
- Regulatory Licensing Section (RLS): RLS is responsible for enforcing all laws relating to the licensing and regulation of five industries; fire equipment, engineered fire protection systems, explosives, sparklers, and construction materials mining activities.
- Boiler Safety Section: The Boiler Safety section is responsible for issuing certificates of compliance for all boilers located in public assembly locations as well as inspecting all uninsured boilers in public assembly locations for compliance with A.S.M.E. codes.

Employ firefighters or use volunteer firefighters to provide:

- Fire extinguishment, or
- Fire prevention services for the protection of life and property.
- S. 633.102(13), Florida Statute
  - Municipality
  - County
  - Special District
  - Political Subdivision
  - State

- Organizations under contract or other agreement with such entity to provide such services.

Ms. JoAnne E. Rice, Assistant Director of Fire Service Provider spoke to the Board about the responsibilities of a Fire Service Provider.

Franklin County is a Fire Service Provider. Fire Service Provider responsibilities include:

- Properly Trained Personnel (633.408, F.S.)
  - Trained Commensurate to Duty
  - Volunteer Firefighters
  - Firefighters with Certificate of Compliance
- Proper Recordkeeping (633.502-536, F.S.)
  - Fire Department Rosters
  - Firefighter Training
  - Firefighter Injuries/deaths
  - Medical Evaluations
- Safe Working Environment (Rule 69A-62, F.A.C.)
  - Fire Stations Presence of Toxic Substances
  - Safety Committee and Safety Coordinator
- Safe Equipment
  - Self-Contained Breathing Apparatus
  - Annual Fit Testing
  - Personnel Protective Equipment

Those persons employed by Fire Service Providers are authorized to enforce the laws and rules of the State Fire Marshal:

- Chiefs of county, municipal and special-district fire service providers
- Other fire service provider personnel designated by their respective chiefs
- Personnel designated by local governments having no organized fire service providers

Mr. John Gatlin, Bureau Chief Fire Prevention presented the responsibilities of the Authority Having Jurisdiction (AHJ) including:

- Section 125.01, Florida Statutes states that the legislative and governing body of a county shall have the power to carry on county government and that this power includes the power to:
- *“Provide fire protection, including the enforcement of the Florida Fire Prevention Code as provided in 633.206 and 633.208, Florida Statutes, and adopt and enforce local technical amendments to the Florida Fire Prevention Code as provided in those sections and pursuant to 633.202, Florida Statutes.”*
- 633.208, Florida Statutes mandates that “each municipality, county, and special district with fire safety responsibilities shall enforce the Florida Fire Prevention Code” (FFPC)

AHJ Responsibilities within FFPC

- NFPA 1:1.6 states that the code “shall be administered and enforced by the AHJ designated by the governing authority.”
- NFPA 1:1.7.7.1 authorizes the AHJ to “inspect, at all reasonable times, any building or

premises for dangerous or hazardous conditions or materials.”

- NFPA 1:1.7.13.2 also authorizes the AHJ to inspect construction and installation work.

Mr. Kyle Biles, Senior Field Representative with Insurance Services Office presented the following information.

#### Fire Suppression Rating Schedule

- FSRS reviews the firefighting capabilities of individual communities, to provide the insurance industry with information on a community’s ability to suppress and limit fire losses.
- A numerical grading scale, ISO’s Public Protection Classification (PPC™)

The ISO revised schedule continues to evaluate three major categories of fire suppression:

- Fire department (50 points)
- Emergency communications (10 points)
- Water supply (40 points)
- Community Risk Reduction (5.5 points)

#### FSRS Classes 1 to 10

90.00 to 100 + Points = Class 1

80.00 to 89.99 Points = Class 2

70.00 to 79.99 Points = Class 3

60.00 to 69.99 Points = Class 4

50.00 to 59.99 Points = Class 5

40.00 to 49.99 Points = Class 6

30.00 to 39.99 Points = Class 7

20.00 to 29.99 Points = Class 8

10.00 to 19.99 Points = Class 9

00.00 to 9.99 Points = Class 10

#### Community Risk Reduction

The new Community Risk Reduction section recognizes community efforts to reduce losses through fire prevention, public safety education, and fire investigation. The Community Risk Reduction section has a weight of 5.5 points, resulting in a revised 105.5+ available points.

#### Community Risk reduction

##### Fire Prevention Code Adoption/Enforcement (2.2 Points)

- Code adoption
- Code regulations
- Staffing
- Training/certification
- Frequency
- Continuing education
- Plan review
- Quality-Assurance
- Pre-fire planning

##### Public Safety Education (2.2 points)

- Educator qualifications/training
- Continuing education
- Fire safety programs
- Juvenile fire setter intervention programs
- Program for occupancies having large loss potential

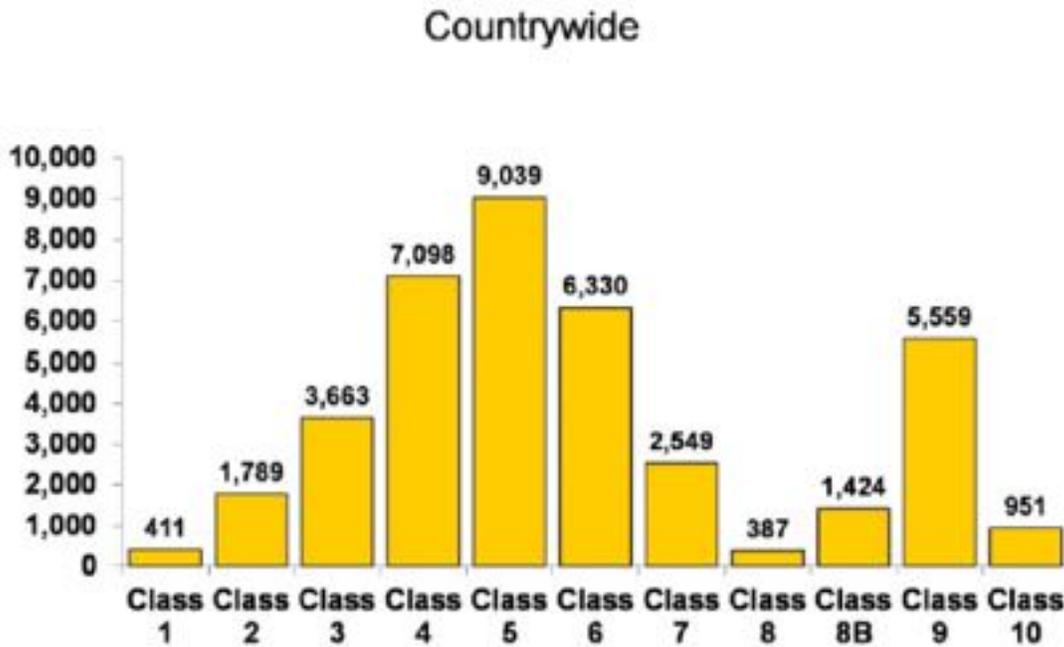
Community Risk Reduction Education

Public Fire & Life Safety Educator certification is available through the Division of State Fire Marshal

Fire Investigation (1.1 points)

- Fire investigation organization
- Fire investigation staffing
- Fire investigator certification
- Fire investigator continuing education
- Use of the National Fire Incident Reporting System

Countrywide Summary January 2022



4. Commissioners' Questions and Comments

Commissioner Boldt inquired about the correlation of lower ISO scores with volunteers or paid firefighters. Mr. Halas said that generally speaking as long as they are certified personnel and have points for the training, and certified in databases, and have adequate access to water supply and command system. The paid system will normally put more on duty. Mr. Kyle said in the schedule of their calculations it is very important that we use on-call or on-duty. If you are on-site at the fire station rather than on-call, you receive higher credit for those on-site. Commissioner Boldt

inquired as to if there were any programs available for high school students to volunteer in order to receive scholarships. Mr. Halas said they have programs that work with the Department of Education and Department of Health. Mr. Kyle noted the students cannot count towards the availability to respond but it is a great way to get them involved. Commissioner Parrish said that being dual certified (EMT and fire) increases your pay. Commissioner Boldt inquired about the blue reflectors in front of the fire hydrants. Chairman Jones inquired as to who is responsible for reporting incidents to the state. Mr. Haus said every fire department is allowed to apply for their fire department id number and that is what they use to report. It is not mandatory to report in Florida, however a lot of the grants available require this reporting. Chairman Jones said that if they haven't historically been reporting, how long do they have to report before they are eligible for grants. Ms. Susan said they have to be reporting from five years forward. Chairman Jones asked if there were any training facilities in our area. Mr. Haus said we have multiple opportunities. We offer a volunteer firefighter weekend in Niceville every year. He said that if the county gets a coalition together, they will help provide those opportunities and match you all together. Ms. Schell noted that they did ask for additional funding so that they could send people out to do training. Chairman Jones said he would like to find out if there are any grant opportunities to establish on-site training for fires and such. If there are grant opportunities, I think we would be interested in pursuing those. Commissioner Boldt inquired about the blue reflectors across from fire hydrants. Are there fire departments in Florida that are locating the fire hydrants and placing the reflectors? Mr. Halas said there are some in them doing that voluntarily.

## 5. Adjournment

Chairman Jones thanked all of the attendees for attending the workshop and for the information provided. There being no further business before the Board, the meeting was adjourned.

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**Ricky Jones – Chairman**

**Attest:**

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**Michele Maxwell – Clerk of Courts**

May 17, 2022  
Franklin County Road Department  
Detail of Work Performed and Material Hauled by District  
Detail from 4/28/2022 - 5/11/2022

**District 1- Commissioner Jones**

**Work Performed:**

<u>Work Performed:</u>	<u>Date</u>	<u>Road</u>
Weed Eat & Cut Grass around signs & Culverts	4/28/2022	Barber Drive
Weed Eat & Cut Grass around signs & Culverts, Cut grass along shoulders of road on county right of way	4/28/2022	Barber St
Weed Eat & Cut Grass around signs & Culverts, Cut grass along shoulders of road on county right of way	4/28/2022	Shuler Avenue
Litter Pickup	4/28/2022	Twin Lakes Road
Weed Eat & Cut Grass around signs & Culverts	4/28/2022	Shuler Avenue
Litter Pickup	4/28/2022	Twin Lakes Road
Checked county roads for safety of traveling for public	5/2/2022	E Gulf Beach Drive
Checked county roads for safety of traveling for public	5/2/2022	E Gulf Beach Drive
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	5/4/2022	2nd Street
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	5/4/2022	3rd Street
Weed Eat & Cut Grass around signs & Culverts	5/4/2022	School Road
Weed Eat & Cut Grass around signs & Culverts	5/4/2022	1st Street
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	5/4/2022	1st Street
Weed Eat & Cut Grass around signs & Culverts	5/4/2022	3rd Street
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	5/4/2022	School Road
Weed Eat & Cut Grass around signs & Culverts	5/4/2022	2nd Street
Sign Maintenance	5/5/2022	County Roads, St. George Island
Sign Maintenance	5/9/2022	County Roads Eastpoint, Ricky Jones
Flagged	5/10/2022	South Franklin Street
Culvert installation	5/10/2022	South Franklin Street
Sign Maintenance	5/10/2022	County Roads Eastpoint, Ricky Jones
Litter Pickup	5/10/2022	Avenue A (District 1)
Cut grass along shoulders of road on county right of way	5/11/2022	Apple Way Street
Litter Pickup	5/11/2022	Twin Lakes Road
Cut grass along shoulders of road on county right of way	5/11/2022	Smith Street
Sign Maintenance	5/11/2022	County Roads Eastpoint, Ricky Jones
Cut grass along shoulders of road on county right of way	5/11/2022	N Bay Shore Drive
Cut grass along shoulders of road on county right of way	5/11/2022	Twin Lakes Road
Cut grass along shoulders of road on county right of way	5/11/2022	Carroll Street

0

**Material HAUL From:**

<u>Material HAUL From:</u>	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Culvert (Old, throw out, Bad)	5/10/2022	South Franklin Street	9	0

**Culvert (Old, throw out, Bad)**

**TOTAL**

**9 0**

Litter	4/28/2022	Twin Lakes Road	1	0
Litter	4/28/2022	Twin Lakes Road	1	0
Litter	5/10/2022	Avenue A (District 1)	0.5	0
Litter	5/11/2022	Twin Lakes Road	1	0

**Litter**

**TOTAL**

**3.5 0**

**Material HAUL To:**

<u>Material HAUL To:</u>	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
18"x 30' Black Plastic Pipe	5/10/2022	South Franklin Street	1	0

**18"x 30' Black Plastic Pipe**

**TOTAL**

**1 0**

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

<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
5/10/2022	South Franklin Street	18	0
<b>Dirty 89 Lime Rock</b>		<b>18</b>	<b>0</b>

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

<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
4/28/2022	St Teresa Ave		
4/28/2022	Jeff Sanders Road		
4/28/2022	Lake Morality Road		
4/28/2022	Jeff Sanders Road		
5/2/2022	McIntyre Road		
5/2/2022	Rio Vista Drive		
5/2/2022	Duvall Road		
5/2/2022	McIntyre Road		
5/2/2022	Duvall Road		
5/2/2022	Rio Vista Drive		
5/3/2022	CR67		
5/3/2022	CR67		
5/4/2022	CR67		
5/4/2022	CR67		
5/5/2022	Jeff Sanders Road (From CR67 to Hickory Ha		
5/9/2022	Magnolia Street		
5/9/2022	Fernway Road		
5/9/2022	Angus Morrison		
5/9/2022	Donax Place		
5/9/2022	Bay Front Drive		
5/9/2022	Cypress Street		
5/9/2022	Harbor Circle		
5/9/2022	Harry Morrison Island Road		
5/9/2022	Maple Street		
5/9/2022	Oak Street		
5/9/2022	Mariner Circle		
5/9/2022	Sun N Sands Blvd		
5/9/2022	Lakeview Drive		
5/9/2022	Alligator Drive (Temporary Road)		
5/9/2022	Surf Drive		
5/11/2022	Sun N Sand Landing		
5/11/2022	Bald Point Road		
		<b>0</b>	

**Material HAUL To:**

<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
5/11/2022	Sun N Sand Landing	18	0
<b>Whole Shells</b>		<b>18</b>	<b>0</b>

**District 3 - Commissioner Lockley****Work Performed:**

<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
5/2/2022	25th Avenue (City of Apalachicola)		
5/2/2022	25th Avenue (City of Apalachicola)		
5/2/2022	25th Avenue (City of Apalachicola)		

**District 3- Commissioner Lockley****Work Performed:**

<u>Work Performed:</u>	<u>Date</u>	<u>Road</u>
Pot hole Repair (Fill), Shoulder Work	5/2/2022	25th Avenue (City of Apalachicola)
Litter Pickup	5/10/2022	Avenue H (City of Apalachicola)
Litter Pickup	5/10/2022	Avenue L (City of Apalachicola)
Litter Pickup	5/10/2022	Avenue M (City of Apalachicola)
Litter Pickup	5/10/2022	Earl King Street (City of Apalachicola)
Litter Pickup	5/10/2022	Jacobie Lane (City of Apalachicola)
Litter Pickup	5/10/2022	Coach Wagner Blvd (14th Street) (City of Apalachicola)
Litter Pickup	5/10/2022	Martin Luther King Jr. Ave. (City of Apalachicola)
Litter Pickup	5/10/2022	9th Street (City of Apalachicola)

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

<u>Material HAUL From:</u>	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Litter	5/10/2022	Martin Luther King Jr. Ave. (City of Apalachicola)	1	0
Litter	5/10/2022	Avenue H (City of Apalachicola)	1	0
Litter	5/10/2022	Avenue L (City of Apalachicola)	1	0
Litter	5/10/2022	Avenue M (City of Apalachicola)	1	0
Litter	5/10/2022	Coach Wagner Blvd (14th Street) (City of Apalachicola)	1	0
Litter	5/10/2022	9th Street (City of Apalachicola)	1	0
Litter	5/10/2022	Jacobie Lane (City of Apalachicola)	1	0
Litter	5/10/2022	Earl King Street (City of Apalachicola)	1	0

**Litter****TOTAL****8****0****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, Cut grass in ditches	4/28/2022	Pinewood Street
Litter Pickup, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	4/28/2022	Cypress Street
Litter Pickup, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	4/28/2022	Highland Park Road
Litter Pickup, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	4/28/2022	Connector Road
Litter Pickup, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	4/28/2022	Connector Road
Litter Pickup, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	4/28/2022	Rosemont Street
Litter Pickup, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	4/28/2022	Cypress Street
FEMA Meeting	4/28/2022	Emergency Management (Apalachicola)
Litter Pickup, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	4/28/2022	Pinewood Street
Litter Pickup, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	4/28/2022	Highland Park Road
Litter Pickup, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	4/28/2022	Rosemont Street
Shoulder Work	5/2/2022	Gibson Road
Shoulder Work	5/2/2022	Bluff Road
Shoulder Work, Pot hole Repair (Fill)	5/2/2022	Paradise Lane
Sign Maintenance	5/2/2022	CR30A

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

<b><u>Work Performed:</u></b>	<b><u>Date</u></b>	<b><u>Road</u></b>
Litter Pickup	5/2/2022	Pal Rivers Road
Pot hole Repair (Fill)	5/2/2022	Paradise Lane
Pot hole Repair (Fill)	5/2/2022	Gibson Road
Sign Maintenance	5/2/2022	CR30A
Litter Pickup	5/2/2022	Bluff Road
Pot hole Repair (Fill), Shoulder Work	5/2/2022	Bluff Road
Pot hole Repair (Fill), Shoulder Work	5/2/2022	Bluff Road
Litter Pickup	5/2/2022	Pal Rivers Road
Pot hole Repair (Fill), Shoulder Work	5/2/2022	Gibson Road
Pot hole Repair (Fill), Shoulder Work	5/2/2022	Paradise Lane
Litter Pickup	5/2/2022	Pal Rivers Road
Cut grass along shoulders of road on county right of way	5/2/2022	Pal Rivers Road
Pot hole Repair (Fill), Shoulder Work	5/2/2022	Gibson Road
Shoulder Work, Pot hole Repair (Fill)	5/2/2022	Bluff Road
Shoulder Work, Pot hole Repair (Fill)	5/2/2022	Gibson Road
Pot hole Repair (Fill), Shoulder Work	5/2/2022	Paradise Lane
Cut grass along shoulders of road on county right of way	5/3/2022	Squire Road
Cut grass along shoulders of road on county right of way	5/3/2022	Linden Road
Cut grass along shoulders of road on county right of way	5/3/2022	Abercrombie Lane
Dig out ditches, Cleaned ditches	5/3/2022	Peachtree Road
Litter Pickup	5/3/2022	Abercrombie Lane
Litter Pickup	5/3/2022	Johnson Lane
Cut grass along shoulders of road on county right of way	5/3/2022	Johnson Lane
Litter Pickup	5/3/2022	Squire Road
Cut grass along shoulders of road on county right of way	5/3/2022	Bluff Road
Litter Pickup	5/3/2022	Bay City Road
Litter Pickup	5/3/2022	Long Road
Litter Pickup	5/3/2022	Bay City Road
Litter Pickup	5/3/2022	Peachtree Road
Litter Pickup	5/3/2022	Hathcock Road
Litter Pickup	5/3/2022	Linden Road
Litter Pickup	5/3/2022	Abercrombie Lane
Litter Pickup	5/3/2022	Johnson Lane
Cut grass along shoulders of road on county right of way	5/3/2022	Sas Road
Litter Pickup	5/3/2022	Squire Road
Cut grass along shoulders of road on county right of way	5/3/2022	Peachtree Road
Litter Pickup	5/3/2022	Peachtree Road
Litter Pickup	5/3/2022	Hathcock Road
Litter Pickup	5/3/2022	Linden Road
Cut grass along shoulders of road on county right of way	5/3/2022	Pine Log Road
Cut grass along shoulders of road on county right of way	5/3/2022	Magnolia Lane
Cut grass along shoulders of road on county right of way	5/3/2022	Waddell Road
Cut grass along shoulders of road on county right of way	5/3/2022	Long Road
Litter Pickup	5/3/2022	Long Road
Litter Pickup	5/4/2022	Pine Drive
Litter Pickup	5/4/2022	Oyster Road
Cut grass along shoulders of road on county right of way	5/4/2022	Teat Road
Cut grass along shoulders of road on county right of way	5/4/2022	Jackie Whitehurst Street
Litter Pickup	5/4/2022	Field on Pal Rivers Road

**District 4 - Commissioner Parrish**

**Work Performed:**

<u>Work Performed:</u>	<u>Date</u>	<u>Road</u>
Litter Pickup	5/4/2022	Oyster Road
Cut grass along shoulders of road on county right of way	5/4/2022	Oyster Road
Litter Pickup	5/4/2022	Jackie Whitehurst Street
Cut grass along shoulders of road on county right of way	5/4/2022	Tilton Road
Litter Pickup	5/4/2022	Bayview Drive
Cut grass along shoulders of road on county right of way	5/4/2022	Moses Road
Cut grass along shoulders of road on county right of way	5/4/2022	Oak Drive
Cleaned ditches, Cut grass in ditches, Dig out ditches	5/4/2022	Peachtree Road
Litter Pickup	5/4/2022	Pine Drive
Litter Pickup	5/4/2022	Jackie Whitehurst Street
Litter Pickup	5/4/2022	Oak Drive
Litter Pickup	5/4/2022	Bayview Drive
Cut grass along shoulders of road on county right of way	5/4/2022	Bayview Drive
Cut grass along shoulders of road on county right of way	5/4/2022	Fence Line Apalachicola Air Port
Litter Pickup	5/4/2022	Oak Drive
Cut grass along shoulders of road on county right of way	5/4/2022	Pine Drive
Cleaned ditches, Cut grass in ditches, Dig out ditches	5/9/2022	Hathcock Road
Cleaned ditches, Cut grass in ditches, Dig out ditches	5/9/2022	Linden Road
Cleaned out culverts	5/10/2022	Bluff Road

**0**

**Material HAUL From:**

<u>Material HAUL From:</u>	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Ditch Dirt	5/3/2022	Peachtree Road	90	0
Ditch Dirt	5/4/2022	Peachtree Road	108	0
Ditch Dirt	5/9/2022	Bluff Road	18	0
Ditch Dirt	5/9/2022	Hathcock Road	36	0
Ditch Dirt	5/9/2022	Linden Road	54	0

**Ditch Dirt**

**TOTAL**

**306**

**0**

Litter	4/28/2022	Highland Park Road	1	0
Litter	4/28/2022	Connector Road	1	0
Litter	4/28/2022	Pinewood Street	1	0
Litter	4/28/2022	Cypress Street	1	0
Litter	4/28/2022	Rosemont Street	1	0
Litter	5/2/2022	Bluff Road	1	0
Litter	5/2/2022	Pal Rivers Road	2	0
Litter	5/3/2022	Bay City Road	0.5	0
Litter	5/3/2022	Squire Road	0.5	0
Litter	5/3/2022	Long Road	0.5	0
Litter	5/3/2022	Johnson Lane	0.5	0
Litter	5/3/2022	Abercrombie Lane	0.5	0
Litter	5/3/2022	Hathcock Road	0.5	0
Litter	5/3/2022	Peachtree Road	0.5	0
Litter	5/3/2022	Linden Road	0.5	0
Litter	5/4/2022	Jackie Whitehurst Street	0.5	0
Litter	5/4/2022	Oak Drive	0.5	0
Litter	5/4/2022	Pine Drive	0.5	0
Litter	5/4/2022	Oyster Road	0.5	0
Litter	5/4/2022	Pal Rivers Road	2.5	0
Litter	5/4/2022	Bayview Drive	0.5	0

**District 4 - Commissioner Parrish****Material HAUL From:**

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
<b>Litter</b>		<b>TOTAL</b>	<b>17</b>	<b>0</b>
Tires	5/4/2022	Pal Rivers Road	7	0
<b>Tires</b>		<b>TOTAL</b>	<b>7</b>	<b>0</b>

**District 5 - Commissioner Ward****Work Performed:**

	<u>Date</u>	<u>Road</u>
Cut grass along shoulders of road on county right of way	4/28/2022	Bayou Drive (City of Carrabelle)
Cut grass along shoulders of road on county right of way	4/28/2022	Airport Road (City of Carrabelle)
Cut grass along shoulders of road on county right of way	4/28/2022	Timber Island Road (City of Carrabelle)
Litter Pickup	4/28/2022	4th Street
Litter Pickup	4/28/2022	Otterslide Road
Litter Pickup	4/28/2022	Otterslide Road
Sign Maintenance	5/2/2022	Timber Island Bridge (City of Carrabelle)
Sign Maintenance	5/2/2022	Timber Island Bridge (City of Carrabelle)
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	5/3/2022	4th Street
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	5/3/2022	8th Street
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	5/3/2022	6th Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	5/3/2022	10th Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	5/3/2022	8th Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	5/3/2022	7th Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	5/3/2022	4th Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	5/3/2022	6th Street
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	5/3/2022	10th Street
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	5/3/2022	7th Street
Checked county roads for safety of traveling for public	5/5/2022	Gardners Landing Road
Checked county roads for safety of traveling for public	5/5/2022	Bloody Bluff Road
Checked county roads for safety of traveling for public	5/5/2022	Sand Beach Road
Loaded Trucks	5/5/2022	7th Street
Checked county roads for safety of traveling for public	5/5/2022	Sand Beach Road
Checked county roads for safety of traveling for public	5/5/2022	Gardners Landing Road
Checked county roads for safety of traveling for public	5/5/2022	Sand Beach Road
Checked county roads for safety of traveling for public	5/5/2022	Brick Yard Road (Forestry Road #129)
Flagged	5/5/2022	7th Street
Checked county roads for safety of traveling for public	5/5/2022	Bloody Bluff Road
Checked county roads for safety of traveling for public	5/5/2022	Gardners Landing Road
Checked county roads for safety of traveling for public	5/5/2022	Bloody Bluff Road
Checked county roads for safety of traveling for public	5/5/2022	Brick Yard Road (Forestry Road #129)
Checked county roads for safety of traveling for public	5/5/2022	Brick Yard Road (Forestry Road #129)
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	5/9/2022	Wilderness Road
Cut grass along shoulders of road on county right of way, Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts	5/9/2022	Wilderness Road
Sign Maintenance	5/9/2022	County Roads, Eastpoint Jessica Ward
Litter Pickup, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/9/2022	Wilderness Road
Litter Pickup, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/9/2022	Wilderness Road

**District 5 - Commissioner Ward**

**Work Performed:**

<u>Date</u>	<u>Road</u>
5/9/2022	Wilderness Road
5/10/2022	Bear Creek Rd
5/10/2022	Teresa Avenue
5/10/2022	Ridge Road
5/10/2022	CC Land
5/10/2022	Michael Way
5/10/2022	Wylonda Avenue
5/10/2022	Avenue A (District 5)
5/10/2022	Teresa Avenue
5/10/2022	Wylonda Avenue
5/10/2022	Michael Way
5/10/2022	Bear Creek Rd
5/10/2022	8th Street
5/10/2022	County Roads, Eastpoint Jessica Ward
5/10/2022	7th Street
5/10/2022	8th Street
5/10/2022	7th Street
5/10/2022	CC Land
5/10/2022	Ridge Road
5/10/2022	Franklin County School
5/10/2022	Ridge Road
5/11/2022	County Roads, Eastpoint Jessica Ward
5/11/2022	5th Street
5/11/2022	Ridge Road
5/11/2022	Ridge Road
5/11/2022	5th Street
5/11/2022	Ridge Road
5/11/2022	5th Street
5/11/2022	Otterslide Road
5/11/2022	Frank McKamey Way
5/11/2022	Otterslide Road

**0**

**Material HAUL From:**

<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
5/10/2022	8th Street	18	0
<b>Ditch Dirt</b>		<b>18</b>	<b>0</b>
4/28/2022	Otterslide Road	1	0
4/28/2022	Otterslide Road	0.5	0
4/28/2022	4th Street	0.5	0
5/9/2022	Wilderness Road	3	0
5/9/2022	Wilderness Road	2	0
5/10/2022	Wylonda Avenue	1	0
5/10/2022	Michael Way	1	0

**District 5 - Commissioner Ward****Material HAUL From:**

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Litter	5/10/2022	CC Land	1	0
Litter	5/10/2022	Teresa Avenue	1	0
Litter	5/10/2022	Bear Creek Rd	1	0
Litter	5/10/2022	Wilderness Road	1	0
Litter	5/10/2022	Avenue A (District 5)	0.5	0
Litter	5/11/2022	Ridge Road	1	0
Litter	5/11/2022	Otterslide Road	2	0

<b>Litter</b>		<b>TOTAL</b>	<b>16.5</b>	<b>0</b>
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Trees	5/5/2022	7th Street	7	0
Trees	5/5/2022	7th Street	7	0
Trees	5/10/2022	7th Street	45	0

<b>Trees</b>		<b>TOTAL</b>	<b>59</b>	<b>0</b>
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Whole Shells	5/11/2022	Barbers Seafood	18	0
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<b>Whole Shells</b>		<b>TOTAL</b>	<b>18</b>	<b>0</b>
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**Material HAUL To:**

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Dirty 89 Lime Rock	5/11/2022	Frank McKamey Way	18	0

<b>Dirty 89 Lime Rock</b>		<b>TOTAL</b>	<b>18</b>	<b>0</b>
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Parking Bumpers	5/2/2022	Vroomin Park	2	0
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<b>Parking Bumpers</b>		<b>TOTAL</b>	<b>2</b>	<b>0</b>
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# FRANKLIN COUNTY DEPARTMENT OF

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

## DIRECTOR'S REPORT

**FOR:** The Franklin County Board of County Commissioners

**DATE:** May 17, 2022

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

## SUBJECT(S):

### FOR BOARD INFORMATION: Use Waste Oil Collection

In October 2018 we placed used oil containers throughout the county. Since then, the amount of oil has increased. Listed below are the previous prices and the current price.

2019- \$1.25 per gallon @ 1865 gallons **\$2,331.25**

2020 -\$1.25 per gallon @ 3550 gallons **\$4,437.50**

2021 -\$1.50 per gallon @ 6250 gallons **\$9,375.00**

### FOR BOARD INFORMATION: Amnesty Yard Debris

Since Hurricane Michael in 2018 we have amnesty yard debris daily at no cost to all homeowners. Our adopted policy states that yard debris will be amnesty at no cost on Monday to homeowners.

### FOR BOARD INFORMATION:

#### April 20<sup>th</sup> – May 6<sup>th</sup> RIGHT-OF-WAY DEBRIS PICKUP

Apalachicola	Eastpoint	St George Island	Carrabelle	Lanark	Alligator Point
132.8 TONS	108.17 TONS	59.31 TONS	8.93 TONS	-0- TONS	17.83 TONS

#### RECYCLE MATERIAL HAULED

	Apalachicola	Eastpoint	St George Island	Carrabelle	Lanark	Alligator Point	St James
Cardboard	42.24 TONS	8.69 TONS	2.9 TONS	-0- TONS	-0-TONS	-0- TONS	1.37 TONS
Plastic, Paper, Glass, Aluminum	-0-TONS	-0- TONS	-0-TONS	-0-TONS	-0-TONS	-0-TONS	-0-TONS

**REQUESTED ACTION: None**



28 Airport Road, Apalachicola, Florida 32320  
[Em3frank@fairpoint.net](mailto:Em3frank@fairpoint.net)

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

## Report to Board of County Commissioners

Date: April 5, 2022

Action Items:

None

Information Item:

1. 4/25/22 Submitted Ring power invoice for payment.
2. 4/26/22 Submitted quarterly reports for EMPG and EMPG ARPA for reimbursement.
3. 4/26/22 Submitted Redwire Invoice for payment.
4. 4/26/22- 4/28/22 EOC staff hosted and attended G 2300 Intermediate EOC Functions.
5. 4/29/22 Responded to Public Records Request sent from Erin regarding Debris.
6. 5/2/22 Submitted Credit Card Bill for Payment.
7. 5/3/22 Emailed Reginal Coordinator with FDEM about how to obtain Salesforce access.
8. 5/4/22 Submitted Harris Business Machines and NI Government Invoices for payment.
9. 5/4/22 Programmed two message boards for Sheriff's Department to use for Shrimp Fest.
10. 5/4/22 Processed and mailed out re-entry tags.
11. 5/4/22 Submitted EMPA quarterly report for reimbursement.
12. 5/5/22 Followed up with the State and FEMA regarding Island View Park Project.
13. 5/5/22 Emailed info for Zoom Call for Build Your Bucket Planning Meeting on 05/16/22.
14. 5/5/22 2 Message Board Signs for Sheriffs Department for Shrimp Festival on SGI.
15. 5/5/22 1 Message Board Sign for Sheriffs Department for Alligator Point Parking.
16. 5/5/22 Update Build Your Disaster Bucket Budget for Planning Meeting.
17. 5/5/22 Sent BYB Flyer to Media for distribution again.
18. 5/5/22 Called Williams Communication regarding radios.
19. 5/5/22 Sent out Severe weather update on Alert Franklin, EOC Website and Facebook.
20. 5/5/22 Sent Logos to Sign Design for Sponsor Banner for BYB Event.
21. 5/5/22 Spoke to Danny Gay regarding Goldberg invoices for L105 Class.
22. 5/5/22 Printed Flyers and Handouts for BYB Event.
23. 5/8/22-5/12/22 EOC Attended Governor's Hurricane Conference. All Staff received certificates for Class completion.
24. 5/16/22 EOC hosted a Build Your Disaster Bucket planning meeting.
25. EOC staff are working to update slides to be pushed out on our digital kiosks located throughout the county.
26. EOC staff are updating the logistics plan including the Emergency Fuel Plan.
27. 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. This Event will in part be made possible by the Duke Energy grant in the amount of \$10,000 received by FCEM. We have also received a donation from City of Carrabelle in the amount of \$300.



28 Airport Road, Apalachicola, Florida 32320

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

[Em3frank@fairpoint.net](mailto:Em3frank@fairpoint.net)

28. 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.
29. 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

30. EOC Staff are verifying our SERT Emergency Sites including Disaster Recover Center's, County Staging Areas, County Points of Distribution, Sandbag Distribution Locations, etc.
31. 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.

*Pamela Brownell*

Pamela Brownell  
Director



**MEETING DATE:** May 17, 2022  
**DEPARTMENT:** UF/IFAS Franklin County Extension Program  
**TOTAL ATTACHEMENTS:** None

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## **Informational Items**

### **General Extension Activities:**

1. During this period, the Extension office assisted citizens on topics related to injured wildlife, interpreting soil reports, spring gardening, turf grass maintenance, beetle attacks on southern magnolia, and more.
2. Extension Director participated in the Reserve Advisory Committee meeting in Eastpoint.

### **Sea Grant Extension:**

3. Extension Director co-hosted a workshop on riverine turtles of North Florida at the Franklin County Extension office on May 16. Participants learned about freshwater turtle biogeography, what species are in the Panhandle of Florida, and were able to practice field identification during a river excursion.
4. Extension Director co-hosted two meetings with our UF state Shellfish Specialist to share information from recent studies involving the oyster aquaculture industry. One was 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. Approximately 35 growers attended.
5. Extension staff participated in the annual Estuaries Day event at the Research Reserve to teach about local reptiles. Approximately 300 people attended.

### **4-H Youth Development:**

6. 4-H youth continue to meet and work on their archery skills development. There is discussion about a potential local match with the Wakulla 4-H Shooting Sports Club.

### **Family and Consumer Sciences:**

7. 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:**

8. Extension Director conducted multiple field visits in Apalachicola, Eastpoint and Carrabelle during this period to assist homeowners on various issues with plants or pests.
9. Extension Director participated in an in-service training about growing blackberries in Florida.
10. Extension Director confirmed Lethal Bronzing Disease in a palm tissue sample from Apalachicola. This disease will infect our native cabbage palms, as well as several other ornamental palms. A small plant-hopper insect transmits this disease.



**MEETING DATE:** May 17, 2022  
**NAME/DEPARTMENT/AGENCY:** James "Dewitt" Polous, Mosquito Control  
**TOTAL ATTACHMENTS:** 0

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**Mosquito Control Board Report**

**Information Items**

1. **Seasonal Employees-** Two of the three seasonal sprayers have returned to work, and we are waiting for the third to return.
2. **Assessment** – A Mosquito Control programs needs assessment was performed by the Florida Department of Agriculture and Consumer Services
3. **Chemical Resistance-** We set buckets of hay infused traps to collect mosquito eggs to be sent off to the University of Florida lab to be tested for chemical resistance.
4. **Seasonal Spraying-** We started back our seasonal spraying on April 20, 2022
5. **Spraying Schedule** – Depending on weather and mosquito counts/requests

Monday	Tuesday	Wednesday	Thursday	Friday
Apalachicola	St. George Island	Eastpoint	Apalachicola	St. George Island
Alligator Point, St. Teresa, and Lanark	Carrabelle	Alligator Point, St. Teresa, and Lanark	Carrabelle	Eastpoint

6. **Mosquito Request-**
- Alligator Point – 5
  - Apalachicola – 2
  - Carrabelle - 3
  - Eastpoint – 3
  - Lanark - 1

**7. Adult Mosquito Trap Count-**

Zone	Date	Count
Zone -1 Gibson Road, Apalachicola	5/10/2022	51
	5/3/2022	34
	4/26/2022	70
	4/20/2022	25
Zone -2 State Park, St. George Island	5/10/2022	52
	5/3/2022	50
	4/26/2022	40
	4/20/2022	24
Zone -3, Public Works, Eastpoint	5/10/2022	70
	5/3/2022	60
	4/26/2022	80
	4/20/2022	29
Zone -4, Ryan Drive, Carrabelle	5/10/2022	46
	5/3/2022	36
	4/26/2022	30
	4/20/2022	20

## **BCC Report for May 17, 2022 from the airport:**

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 especially been rather hectic—for a multitude of reasons—however-----

b) I have received and posted our new airport license—now all we have to do is fulfill all our promises to the FDOT inspector—and get on with clearing flight obstructions—which we have already begun—Howard has provided fill dirt and Jay has filled at least the one sink hole and has downed the obstructing brush as promised in the 32 Approach. Now on with expediting getting RW 18 open.

c) In addition to working on the airport discrepancies with John and Michael--also on the equipment—I have met with Erin and Michael putting together a plan for repairing and sheltering the equipment.

**d) The Tetrahedron needs repair. (I patched it temporarily). Pete Burgher (EAA) has made a more permanent repair, etc.**

e) **Considering some other airport deficiencies:**

**The RW 14 PAPI has been repaired and checked out by TCA.**

**I repaired the “T” Hanger road electric gate. However the gate still needs TLC, fine tuning and alignment.**

f) **Erin and Michael may have some comments.**

Respectfully,  
Ted Mosteller



# State Housing Initiatives Partnership (SHIP) in Franklin County, FL



Apalachee Regional Planning Council  
Proposed Scope of Services for the  
administration of the SHIP Program in  
Franklin County  
April 5, 2022

Proposed Scope of Services

**Administration Services for the State Housing Initiatives Partnership (SHIP) Program  
Franklin County**

**Project:** Proposed Scope of Services and Work Plan for continued management, operation and administration of Florida Housing's State Housing Initiative Partnership (SHIP) Program.

**Program Lead(s):** Donald R. Morgan, Housing Program Manager  
Apalachee Regional Planning Council  
2507 Callaway Road, Suite 200  
Tallahassee, FL 32303  
[DMorgan@arpc.org](mailto:DMorgan@arpc.org)  
(850) 488-6211, x114

**Program Support:** Amber Zies, Housing Coordinator  
Apalachee Regional Planning Council  
2507 Callaway Road, Suite 200  
Tallahassee, FL 32303  
[AZies@arpc.org](mailto:AZies@arpc.org)  
(850) 488-6211, x113

**ARPC Point of Contact:** Kwentin Eastberg, Deputy Director  
Apalachee Regional Planning Council  
2507 Callaway Road, Suite 200  
Tallahassee, FL 32303  
[keastberg@arpc.org](mailto:keastberg@arpc.org)  
(850) 488-6211 x105

**Funding Source:** Florida Housing Finance Corporation, Sadowski Trust Funds

**Proposed Project Dates:** Beginning July 1, 2022 – June 30, 2023, then annually (July 1-June 30) thereafter, at the discretion of the BoCC

**Submitted:** April 5, 2022



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Proposed Work Plan & Scope of Services  
July 1, 2022 – June 30, 2023, thereafter at the discretion of the BoCC

## Project Summary and Goals

This document is submitted by the Apalachee Regional Planning Council (ARPC) as its proposed scope of services for the management, operation, and administration of Franklin County's State Housing Initiative Partnership (SHIP) Program. This scope identifies the services that the ARPC would provide to Franklin County through the administration of its SHIP program. In addition to the SHIP program, the ARPC is available to administer other allocations from the Florida Housing Finance Corporation as the need arises. The SHIP program receives funding annually from the Florida State Legislature, through the Sadowski Trust Fund. Programs within the Sadowski Trust Fund are administered by Florida Housing Finance Corporation. This proposal would cover the administrative services the ARPC would provide for the upcoming state fiscal year (SFY 22-23) for each consecutive year that the county contracts these services with the ARPC.

The goal of this program is to join statewide efforts to produce and preserve affordable homeownership in Franklin County. This program is designed to serve individuals and families whose income levels are classified as a) very low, b) low, and c) moderate. Following the required guidelines outlined by Florida Housing, and Franklin County Board of County Commissioners (BoCC), ARPC Housing staff will work to process as many SHIP applications as time and funding allows. ARPC Staff will work with county staff to ensure the county is informed of the process throughout and that ARPC staff is performing up to the expectations of the county. Currently, Franklin County receives \$350,000 annually to perform SHIP operations, with up to 10% (\$35,000) of those funds deemed eligible for administrative costs.

The summary for SHIP administrative services provided by the ARPC include:

- Provide two (2) full-time staff members, with expertise in housing planning and program/grant administration, to perform the duties required of this program. Contingent upon workload, ARPC may hire additional staff to perform services under the scope.
- ARPC employees will provide services remotely to county residents five days a week. These services include complete applicant intake and interviewing, determine program eligibility, send, receive, and process applications, coordinate services of housing inspector, general contractors, financial institutions, etc., and other tasks necessary to fully administer the program (e.g., completing audits, updating the county's Local Housing Assistance Plan (LHAP) as needed, attending public meetings, liaison between homeowner and contractor, etc.). Staff has the capacity to work remotely to complete deliverables and ease the burden of the travel expenses associated with the program.
- ARPC Housing Staff will be physically present in the county to attend meetings, contractor walk throughs, bidding conferences, etc.
- ARPC Housing Staff will lead the county in expending the SHIP allocation to provide suitable housing to the residents of Franklin County before the deadline of each fiscal year.
- ARPC Housing Staff will partner with Franklin County BoCC to ensure the successful delivery of their methods (housing strategies) identified in the county's Local Housing Assistance Plan (LHAP)

**The funding request for the identified project period is:  
\$28,000 or 8% administrative cost of the grant.**

## Project Staffing

Staffing for the program will be provided by the Apalachee Regional Planning Council (ARPC). In addition to the administrative services discussed above, ARPC will also be responsible for: a) presenting topics to the BoCC, b) coordinating with the County's Office of the Clerk of Courts/finance department to facilitate all check requests for the program, c) present Lien Satisfactions and Releases of Lien to the BoCC, d) obtain signatures from officials as appropriate, , and e) help direct inquiries to the County. Primary areas of responsibility are identified below; however, given the extent of the proposed scope of services, staff will provide support in all areas as needed.

### **Kwentin Eastberg, Deputy Director**

Mr. Eastberg will serve as the point of contact for the ARPC on this project and will work with staff on site to meet the needs of the county.

### **Donald R. Morgan, Housing Program Manager**

Mr. Morgan will lead ARPC staff in the administration of this program and serve as the direct report and supervisor to the Housing Coordinator(s). Mr. Morgan will be responsible for making sure that the program is being administered in accordance with Florida Housing and county guidelines. He will be the direct contact for the program and will be responsible for coordinating with the BOCC to provide updates, seek guidance on county procedure where appropriate and provide guidance on program procedures as necessary. Additionally, he will be responsible for submission of annual reports, audits, and public record requests, as well as the final review and approval of payment vouchers, scopes of work, advertisements, quotes, change orders, etc.

### **Amber Zies, Housing Coordinator**

Ms. Zies, in conjunction with the housing program manager, will be responsible for the planning and coordination of the program including serving as the program-level rehabilitation specialist; liaison between contractors, mobile home providers, and professional services providers; maintaining program financial tracking and applicant records, presenting items to the BOCC as appropriate; review of project scopes of work, change orders, etc. and submission to program manager for final approval.

### **(TBD), Housing Coordinator**

Based on workload and staff capacity ARPC may hire additional staff in the form of an Intern or recent graduate to assist with client intake, eligibility determination, recording keeping, file maintenance, client relations, and other tasks associated with project completion.

## Proposed Budget

The proposed budget for this project is 8% of the allowable administrative costs, or \$28,000 annually. Beginning in FY 22-23, ARPC will submit quarterly invoices in the amount of \$7,000.00 (\$7,000 x 4 = \$28,000). The proposed budget is reflective of 8% of available funding identified in the SHIP allowable administrative costs. 2% is proposed to remain with the county for liaison services including invoice review and processing, client coordination, record retention, etc. The 8% administrative cost will cover staff salaries, fringe benefits, indirect costs, travel, and other allowable administrative expenses under the SHIP Manual.

## Invoicing

This project is proposed as a quarterly fixed fee contract. The ARPC will submit quarterly invoices of \$7,000.00 each after the conclusion of each quarter for services performed on the project during that billing period.

\* \* \*

Any questions or comments about the information contained within this document can be directed to:

Donald R. Morgan , Housing Program Manager  
Apalachee Regional Planning Council  
2507 Callaway Road, Suite 200  
Tallahassee, FL. 32303  
(850) 488-6211 x114  
dmorgan@arpc.org

## **PROPOSAL**

### **Franklin County State Housing Initiatives Partnership Program**

#### **INTRODUCTION**

The Franklin County Commission seeks an administrator for the County's State House Initiative Partnership (SHIP) Program. The Commission's goals include meeting the housing needs of the very low, low, and moderate-income households, expanding the production of and preserving affordable housing options, and fulfill the local government comprehensive plan specific to affordable housing.

The Capital Area Community Action Agency, Inc., (Community Action) is a social service provider to Franklin County. Community Action provides assistance to financially eligible households by providing needed services including utility and rent assistance, weatherization assistance to promote energy efficiency, free-to-parents childcare through Head Start, and offers Getting Ahead in a Just-Gettin'-by World to help low income families become independent of public assistance.

#### **BACKGROUND**

Community Action has a team of six staff located in Franklin County. Three Community Action team members work in its main office located at 25 Island Drive, Eastpoint, Florida. These staff administer the Low-Income Home Energy Assistance Program (LIHEAP) to help with utility bills, the Disaster Recovery program focused on Hurricane Michael recovery efforts, and the Getting Ahead program. Other staff work at the Head Start Center temporarily housed at the 6<sup>th</sup> Street Recreation Center in Apalachicola.

The Weatherization Assistance Program is managed from Tallahassee. The program contracts with vendors in its service area including contractors, roofers, electricians, and home energy installers. The program is funded through a grant from the Florida Department of Economic Opportunity which receives funding from the U.S. Department of Energy. The program serves Franklin County and weatherizes more than six homes annually from an annual allocation of about \$30,000.

Community Action served more than 500 Franklin County residents in FY 2020-2021.

Community Action is a charitable non-profit with an annual budget exceeding \$12 million serving eight counties in North Florida – from Jefferson to Gulf Counties. Community Action serves more than 10,000 households annually through its programs and services. The agency receives annual audits and is regularly monitored by its funders – Florida Department of Economic Opportunity and the US. Department of Health and Human Services.

#### **PROPOSAL**

Community Action proposes to operate the SHIP Program for Franklin County and leverage the funds to more holistically serve eligible households through its Weatherization Assistance Program.

#### ***Intake***

Community Action staff will promote the SHIP Program annually through outreach activities including advertising. Staff will provide intake and determine household financial eligibility for the SHIP program. Community Action will maintain regular office hours in Franklin County at its Eastpoint office.

**Services**

Community Action will carry out the services as outlined in the SHIP Local Housing Assistance Plan (LHAP). These services include emergency repairs, rehabilitation assistance, and housing acquisition cost assistance. In the event it is needed, disaster recovery grants will be made available.

In every possible manner, Weatherization Assistance Program services will be made available based on eligibility. Community Action forecasts that more households will be served more holistically when combining funding sources.

**Administration**

Community Action will work collaboratively with the County Commission providing regular updates on the SHIP Program. It will facilitate meetings of the Local Housing Partnership. And work collaboratively with the county-approved community land trust. Community Action, in conjunction with the County, seek additional grant funding when available.

**BUDGET**

Franklin County receives \$350,000 for the SHIP Program. Up to ten percent can be used for administration. Franklin County covers the annual financial audit of the program from the administration fee.

Revenue		350,000
Expenses		
Administration		
Audit		3,500
Staffing		25,000
Advertising		1,500
Accounting		1,500
Services		318,500
Subtotal		350,000



**MEETING DATE:** May 17, 2022  
**NAME/DEPARTMENT/AGENCY:** Erin Griffith, Fiscal Manager/Grants Coordinator  
**TOTAL ATTACHMENTS:** See Attached

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**a. BOARD ACTION: Alligator Point Beach Restoration Project Scope and Coastal Consulting Agreement**

At the August 24, 2021 meeting the Board approved a \$200,000 grant agreement with the Florida Department of Environmental Protection's Beach Management Division for the design and permitting phase of the Alligator Point Beach Nourishment Project. As stated during the August, 2021 meeting, the Board is not obligated at this time to proceed with construction, only completion of the scope approved by FDEP once a contract is awarded. As part of the May 18<sup>th</sup>, 2021 discussion on the RESTORE program, it was mentioned that the DEP grant application was pursued (with MRD & Associates as the lead) in hopes of providing a design and cost estimate should the county wish to proceed with the construction of an artificial beach structure along the washout area of Alligator Drive. A rough construction cost estimate of \$10,000,000 was mentioned at that time with conceptual funding sources of \$5,000,000 from FDEP and \$5,000,000 from the RESTORE program. MRD Associates has submitted an agreement for coastal consulting services which will be fully funded by the FDEP grant and will include conducting surveys, preparing a design, obtaining regulatory permits and the establishment of a Municipal Services Taxing Unit (MSTU) to fund future beach nourishment projects.

***Board Action to approve and authorize the chairman to sign the attached agreement for Coastal Consulting Services for MRD Associates, Inc.***

**b. BOARD ACTION: RESTORE County-wide Dune Restoration Project Report and Scope**

MRD Associates has completed the County-Wide Dune Restoration Study for the RESTORE program. The study included analysis of approximately 16 miles of shoreline including the public beach areas of St. George Island, Carrabelle Beach, Alligator Point and Bald Point. After review of the restoration study and estimated construction costs, county staff recommends pursuing template dune and coastal hammock restoration and protection at

the two county beach park locations: St. George Island's Lighthouse Park (\$ 215,782) and Carrabelle Beach Park (Current Cost Estimate: \$228,944) and the implementation of a county-wide dune vegetation project (Current Cost Estimate: \$257,250). A varied vegetation footprint of between 6 and 7.5 feet could be installed along the toe of the dune areas along 11 miles of public beaches (the four project segments shown in figure 27, page 34, of the attached report consist of four miles of St. George Island, .8 miles of Carrabelle Beach, 5 miles of Alligator Point and 1.2 miles of Bald Point). Native coastal vegetation would be placed on 18" centers in staggered rows for a natural look. Approximately 171,500 plants would be needed for the county-wide effort at an estimated installed cost per plant of \$1.25. Franklin County would obtain written consent from interested private property owners for the plants to be installed along the dune line. As cited in the study 'Native dune vegetation provides significant benefits to beaches, dunes, uplands and wildlife (FDEP, 2022). Salt tolerant dune plants: build protective dunes by trapping and stabilizing wind-blown beach sand, reduce erosion losses by wind and storms, provide a buffer against storm surges and salt spray, provide shelter for wildlife, and block light pollution for nesting and hatchling sea turtles.

***Board Action to accept and approve the attached County-Wide Dune Restoration Study as prepared by MRD Associates, Inc.***

***Board Action to accept the scope recommendation above moving forward for the development of a RESTORE construction grant application for the County-Wide Dune Restoration Project.***

**c. BOARD ACTION: Armory Sprinkler System Project**

At the last meeting, the Board reviewed value-engineered scope changes for the Fort Coombs Armory Sprinkler System Project, discussed reduced bid amounts from Cook Brothers, Inc. and requested an additional \$271,338 in funding for the project from the Tourist Development Council. The Tourist Development Council approved the additional funds needed for grant match at their meeting this past week and the county can now proceed with getting this project under construction.

***Board Action to accept and authorize the chairman to sign the attached Notice of Award to Cook Brothers, Inc. at the reduced contract price of \$687,000.***

***Board Action to accept and authorize the chairman to sign the attached proposal for CEI services for Gilchrist Ross Crowe Architects in the amount of \$25,338.***

**d. BOARD ACTION: District 5 Paving Funds – Striping and Paving NW 2<sup>nd</sup> Street Library Parking Area**

Commissioner Ward has received an estimate of \$4,816 for the paving and marking of the Carrabelle Library parking area located at NW 2<sup>nd</sup> Street. The City of Carrabelle is doing some paving improvements at this time and the parking area is outside the scope of work

allowed by the City's CRA. Commissioner Ward would like to reimburse the City up to the estimated \$4,816 for the library's parking area from her balance of paving funds.

***Board Action to approve the reimbursement from District 5's paving funds for the Carrabelle Library Parking Area along 2<sup>nd</sup> Street.***

**e. BOARD ACTION: Recommendation to Award – CDBG Grant Administration Services**

On Thursday, May 12<sup>th</sup>, responses were publicly opened for the Request for Proposals for Grant Administration Services for the CDBG Program. After advertisement of the request for proposals in the Apalachicola Times, the Panama City News Herald (a metropolitan newspaper with daily circulation), posted to DemandStar, posted to the county website, and circulated to vendors via the Office of Supplier Diversity there was only one response received, Summit Professional Services, Inc. Franklin County acknowledges that by receiving only one proposal, Summit be classified as a sole source provider. The proposal was reviewed and recommended for acceptance by the evaluation committee (members Mark Curenton, Michael Moron and myself). The proposal and ranking sheets are attached to this report for reference.

***Board Action to issue a notice of intent to award to Summit Professional Services, Inc. for grant administration services subject to the review and approval of the contract by the County Attorney and the Department of Economic Opportunity.***

**f. BOARD ACTION: SGI Fishing Pier Access Road Repairs – Permission to waive informalities and Recommendation of Award**

Bids were opened for the SGI Fishing Pier Access Road Repairs at your last meeting – this was the second time the county had bid this FEMA repair project and due to a few scope changes, the lowest bid fit within the project budget. Dewberry Engineers reviewed bids and determined that the bids received were substantially complete with values, quantities and bid bonds, however, the two lowest bids were missing appendices in the bid submittal. The one complete bid was more than twice the available budget for the project. As it is in the best interest of the county to move the repairs along as soon as possible before the start of hurricane season and the board always has the right to waive informalities when it is in the best interest of the public to do so, it is recommended that the board waive the informalities and allow for the contractor to submit the missing appendices for this project.

***Board Action to note the missing appendices from bidders Pigott Asphalt and North Florida Construction in the bid transmittals and to waive informalities to allow for the low bid to be accepted as substantially complete and allow for submission of the missing appendices to occur prior to issuance of the Notice of Award.***

***Board Action to approve and authorize the chairman to sign the Notice of Award once the missing appendices have been received and reviewed by Dewberry Engineers.***

**g. BOARD ACTION: FEMA Repairs Island View Park**

Franklin County followed all proper procurement steps to receive competitive bids for this project – 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 17<sup>th</sup>. When bids were opened on April 5<sup>th</sup>, 2022, there was only one bid. As only one bid was received, FEMA deemed the procurement to be non-competitive. FEMA may reimburse costs incurred under a contract procured through a noncompetitive proposal, also referred to as sole-source, only under certain circumstances. Franklin County submitted all supporting documentation to FDEM to confirm that all steps were taken to ensure open competition and asked for the circumstance to be reviewed for an exception to competitive procurement. While attending the Governor’s Hurricane Conference several weeks ago, Jennifer Daniels, the Assistant Director for Emergency Management, made contact with several decision makers at FDEM and was able get a formal acknowledgement from FDEM this past Friday which stated that FDEM and FEMA were in agreement with the County that the bid met the requirements needed for the last bullet for a noncompetitive procurement identified within PAPPG V3.1 pg. 31:

FEMA may reimburse costs incurred under a contract procured through a noncompetitive proposal only when one or more of the following apply:

- The item is only available from a single source;
- The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- FEMA or the Recipient expressly authorizes a noncompetitive proposal in response to a written request from the Applicant; or
- After solicitation of a number of sources, competition is determined inadequate.<sup>118</sup>

<sup>113</sup> 2 CFR § 200.321.

<sup>114</sup> 2 CFR § 200.319(a).

<sup>115</sup> 2 CFR § 200.318(c)(1).

<sup>116</sup> 2 CFR § 200.318(j).

<sup>117</sup> 2 CFR § 200.320.

<sup>118</sup> 2 CFR § 200.320(f).

***Board action to issue a notice of award to North Florida Construction, Inc. for the Island View Park Repairs and authorize the chairman to sign the notice of award and contract documents.***

**h. BOARD ACTION: SGI Boat Ramp Design Grant Agreement**

As the notification of award was reported in September of 2021, Franklin County has finally received the \$80,000 FWC Boating Improvement Grant Agreement for the St. George Island Boat Ramp Improvements Design Project.

***Board action to approve and authorize the chairman to sign the attached grant agreement from FWC and authorize staff to proceed with advertising for qualifications once the signed agreement is received back from FWC.***

**i. BOARD ACTION: License Plate Reader Cameras**

The Board approved the Sheriff's request for ten license plate reader cameras at a cost of \$2,500 per year, per camera, pro-rated through September 30<sup>th</sup>. The county will pay vendor Flock Safety directly for the pro-rated costs of the ten cameras for (4) months out of the jail repair and maintenance line item (up to four months \$8,333.60). Any additional installation or maintenance costs over the amount originally presented for the four months will be the responsibility of the Sheriff's Department. The full annual cost of the cameras will be included in the Sheriff's upcoming budget request.

*Board action to approve payment of the pro-rated \$2500 each annual cost share for (10) license plate reader cameras to Flock Safety beginning as early as June 1<sup>st</sup> from the jail repair and maintenance line item.*

**j. BOARD INFORMATION: Miscellaneous Project Updates**

**VIA EMAIL**

April 29, 2022

Commissioner Ricky Jones, Chair  
Board of County Commissioners  
**Franklin County**  
33 Market Street, Suite 305  
Apalachicola, Florida 32320



**Subject:** Alligator Point Beach Restoration Project, Franklin County, Florida  
Coastal Consulting Services

To the Honorable Commissioner Jones,

Thank you for the opportunity to present to you our proposed *Agreement for Professional Services* [AGREEMENT] for coastal consulting services relative to the proposed for Alligator Point Beach Nourishment Project located in Franklin County, Florida. This AGREEMENT includes conducting surveys, preparing a design, obtaining regulatory permits, and the establishment of a Municipal Services Taxing Unit (MSTU) to fund future beach nourishment projects. MRD ASSOCIATES, INC. (MRD) will provide the following services for the FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS (COUNTY).

**I. SCOPE OF WORK**

**Task 1.0 Surveys, Aerials and ECL**

Beach and offshore profile surveys will be performed, scale-rectified aerial photographs obtained, and an Erosion Control Line (ECL) will be established along approximately 1.5-miles (7,920 feet) of project shoreline between the Florida Department of Environmental Protection (DEP) Monuments R-209 and R-217 in Franklin County, Florida. All survey work will be conducted under the responsible charge of a Florida Licensed Professional Surveyor and Mapper and be in accordance with “Section 01000 Beach Profiling Topographic Surveying” and “Section 01100 Offshore Profile Surveying” specified in “Monitoring Standards for Beach Erosion Control Projects”, prepared by DEP, edited October 2014 (or later). Vertical and horizontal data will be collected and presented in feet based upon the North American Vertical Datum of 1988 (NAVD 88) and Florida State Plane Coordinate System, North American Datum of 1983/1990 (NAD 83/90), respectively.

**1.1. Beach and Offshore Surveys**

MRD will subcontract to Dewberry Engineers, Inc. (DI) to perform beach and offshore surveys at each of the nine (9) profiles between R-209 and R-217. The purpose of the existing conditions beach and offshore surveys is to provide a basis for the design and permitting of the beach restoration project. Beach profiles shall begin at least 200 feet landward of the DEP monument and extend seaward to a reasonable wading depth. The beach profiles will be conducted using standard Real-Time Differential Global Positioning System (RTK/DGPS) surveying techniques. Elevations shall be taken at a maximum of 10-foot intervals along each profile line and at all grade breaks or major changes. Offshore profiles shall extend a minimum of 3,000 feet seaward of the monument and have adequate overlap with the seaward limit of the wading survey. Soundings shall be obtained continuously along the offshore profiles and be acquired using a survey vessel with centrally located hull-mounted transducer. Horizontal positioning shall be

acquired by RTK, and soundings shall be obtained using a single-frequency fathometer and Trimble Real-time RTK/DGPS. Xylem's "HYPACK" software will be used for vessel navigation, data collection/storage and for merging the beach and offshore data. All calibrations including fathometer, horizontal position, measurement of static draft, squat and settlement shall be conducted and documented in accordance with published requirements.

Upon completion of the surveys, the raw data will be reviewed and processed. Electronic spikes and/or other anomalies shall be removed and/or reconciled after comparison with fathometer charts. The beach and offshore data will be merged and edited to form a continuous string of profile data and plotted along with available historic profile lines. MRD will deliver three (24" by 36") "signed and sealed" survey print sets and an electronic copy of X, Y and Z profile data, AutoCAD drawing and PDF formats as applicable.

#### 1.2. Geo-Referenced Aerial Photography and Upland Topography

MRD will fly an aerial RTK enabled drone to obtain aerial photography and collect upland topography to the mean high water line (MHW) line using photogrammetry techniques. This aerial (merged with the latest LABINS aerial) and topography will be used under subsequent tasks for permitting, design and future monitoring of the Project. The aerial limits shall be between DEP Monuments R-209 and R-217 and be flown within a week of performing the beach and offshore surveys (Task 1.1), weather dependent.

#### 1.3. Borrow Area Bathymetric Survey

DI will perform offshore surveys of Borrow Area "AP-3". All work shall be conducted under the direct responsible charge of a Florida Licensed Professional Surveyor and Mapper and be in accordance with "Section 01100 Offshore Profile Surveying" specified in "Monitoring Standards for Beach Erosion Control Projects", prepared by DEP, edited October 2014 (or later), as well as Chapter 5J-17, Florida Administrative Code (FAC). Vertical and horizontal data will be collected and presented in feet based upon the North American Vertical Datum of 1988 (NAVD 88) and Florida State Plane Coordinate System, North American Datum of 1983/1990 (NAD 83/90), respectively. Survey shall include the following:

##### 1.3.1. Bathymetric Survey Data:

- a. Maximum wave heights during the data collection period shall not exceed 3 feet.
- b. Offshore profile lines shall be spaced at a maximum of 500' spacing, and shall extend a minimum of 500' outside of the borrow area boundary. Soundings shall be obtained continuously along the profiles and be acquired using a survey vessel with centrally located hull-mounted transducer. Horizontal positioning shall be acquired, and soundings shall be obtained by RTK using a single-frequency fathometer and Trimble Real-time RTK/DGPS. "HYPACK" or equivalent system will be used for vessel navigation, data collection/storage and for processing of the raw data. All calibrations including fathometer, horizontal position, measurement of static draft, squat and settlement shall be conducted and documented in accordance with published requirements.
- c. The allowable off-line horizontal deviation shall be a maximum of 30 feet.

1.3.2. Digital Products include: a) ASCII file containing raw x, y, and z profile data points; b) Copies of all checked standard field books; c) Contour Plots and d) Survey Report.

## Task 2.0 Preliminary and Final Design

MRD will develop a preliminary and final design for the 1-5-mile beach and dune restoration project. The following design services will include:

2.1. Based on the post-storm beach and offshore profiles conducted in Task 1.0. and historic profiles, shoreline and volume changes will be updated to determine the impacts of the storm on the project beach and dune limits and estimate the preliminary fill volumes.

2.2. MRD will conduct a comparison of the bathymetric data collected of Borrow Area AP-3 in Task 1.3 and the survey conducted by CPE in 2005 for the geotechnical investigation to document any changes to the proposed borrow area. *The borrow area is located on the crest of the shore-normal shoal extending offshore from the project area. Previous studies indicate lateral movement of the shoal and a survey to determine even a relatively small movement of the shoal would aid in the redesign of the borrow area in order to obtain the coarsest sand available for the project.* MRD will conduct this assessment and if appropriate, redesign the borrow area within the confines of the existing data, and update available dredge volumes.

Review the existing geotechnical (sand search) investigation report and sand compatibility analysis to determine overfill ratios and the slope/shape of the equilibrium profile used in the design and refinement of the construction template and required sand volumes.

2.3. Develop preliminary construction templates, estimate equilibrium beach profiles, design templates, and run the cross-shore erosion model SBEACH for varying storm events to optimize the performance of the beach and dune design and determine the most cost-effective project. A coastal analysis of the expected performance of the beach fill will also include estimated spreading losses, background erosion rates and sand compatibility. If necessary, a refinement of the preliminary design will be made to maximize performance, minimize adverse effects on the littoral system and any environmental constraints identified herein.

2.4. Based on the surveys, updated shoreline and volume changes, the geotechnical investigation report (by others), and the coastal analysis, the construction limits and construction template will be refined. The volume of sand required to construct the beach and dune restoration project will include: 1) design volume; 2) advanced nourishment volume; 3) overfill volume; and 4) dune dimensions. A preliminary opinion of probable construction costs will be prepared.

2.5. Update the approved Debris Removal Plan, dated November 7, 2007, for Joint Coastal Permit No. 0269516-001 pursuant to Chapters 161 and 253, Florida Statutes within the limits of the proposed beach fill (DEP R-209 to R-217).

2.6. The design will be superimposed on scale-rectified aerials to develop permit sketches (8-1/2" x 11") and preliminary Construction Drawings and Technical Specifications (24" x 36"). The drawings will include construction control points and layout, staging areas, construction access points, volumes, plan views, construction templates of the beach and dune fill, construction limits; dune vegetation planting limits and species; and any significant geographical features or natural communities within the influence of the proposed activity, if identified during the permit processing. The borrow area limits (depth of cut and allowable over-dredge template) boundary coordinates, core locations; pipeline corridors and easements will also be shown.

2.7. The dune vegetation planting limits, species, specifications, and environmental protection provisions necessary for the construction of the project will be included.

### Task 3.0 Regulatory Permitting

The design will be advanced to the permitting phase to obtain a permit modification to the existing DEP Joint Coastal Permit No. 0269516-001-JC, dated June 8, 2016 (expires May 12, 2026), and for the U.S. Army Corps of Engineers (USACE) permit and will include the following:

#### 3.1. Pre-Application Meeting

MRD will schedule and attend a virtual pre-application meeting to include the staff of the Florida DEP Beaches Program and Florida Fish and Wildlife Conservation Commission (FWC) in Tallahassee, USACE, U.S. Fish and Wildlife Service (USFWS) and National Marine Fisheries Services (NMFS) to a) present the restoration plan; b) identify any potential project issues and means to address these issues; c) identify specific data and information that should be included in the application package to assist the regulatory and commenting agencies in the review of the project; d) verify permit fees – Franklin County has been designated as an Area of Economic Opportunity and permit fees may be reduced to \$100.00; and, e) a modification to the existing Joint Coastal Permit (JCP) No. 0269516-001-JC rather than applying for a new JCP permit will also be discussed.

#### 3.2. Permit Application and Modification Request

A modification letter to DEP and a USACE (Form ENG 4345) permit application for the construction of the beach and dune restoration project using an offshore borrow area will be prepared and submitted, requesting a DEP permit modification and USACE permit and easements for the project. The permit application package will include:

- i. Signed and sealed 8-1/2" by 11" permit sketches superimposed on the most-recently available scale-rectified aerials meeting DEP and USACE requirements.
- ii. Permit modification letter and application, supplemental information, preliminary 24" x 36" Construction Plans and Technical Specifications, support documentation; an Environmental Assessment to update the information contained in the Alligator Point Erosion Control Project (SAJ-2006-6254) DRAFT Biological Opinion, dated September 13, 2007 and a waiver of dredge fees for use of borrow material obtained from sovereign lands; Geotechnical Investigation Report (by others), Sediment QA/QC Plan, Debris Removal Plan, and other existing information that was used previous permit applications for Alligator Point coastal projects.
- iii. Sketches of the Borrow Area. An Erosion Control Line (ECL) will be required because the beach fill will be placed below the MHWL. The ECL process is covered under Section 1.3.; and will not be completed towards the end of the DEP permitting process.
- iv. Submerged Cultural Resources Remote-Sensing Survey Report (by others from previous project).

The applications and support information will be compiled and submitted pursuant to DEP's Electronic Submission Instructions. The permit application package in PDF format will also be submitted to the USACE, with a copy to the COUNTY. The \$100 permit application fee will be paid by MRD.

#### 3.3. Permit Application and Modification Processing

MRD will initiate coordination efforts with regulatory and commenting agencies to address questions regarding the application and represent the project before the regulatory staff to

obtain permits and to negotiate acceptable permit(s) and conditions for the project. Additionally, we will compile, clarify, and provide existing information as may be requested by the regulatory agencies. It is anticipated DEP and USACE will each make two (2) to three (3) Requests for Additional Information (RAI). It is also anticipated that there may be up to three (3) meetings with the agencies to discuss and resolve issues, clarify RAI requirements, discuss submitted information and coordinate efforts. MRD will also work with the USFWS in the revisions to the DRAFT Biological Opinion.

It is expected that information prepared and submitted herein will be sufficient to meet permit application requirements. However, the agencies may require additional surveys, studies, and/or analysis that are not anticipated at this time and which are beyond this scope. However, these services maybe provided under separate authorization, if necessary and at the direction of staff from the COUNTY.

#### **Task 4.0 Final Construction Drawings and Technical Specifications, Construction Easements**

4.1. A waiver of final (100%) Construction Drawings and Technical Specifications will be made at the time of the permit application submittal. The 100% Construction Drawings will be used to in subsequent authorizations to obtain the Notice to Proceed, bidding and for construction. The final design, Construction Drawings and Technical Specifications will, in part, be prepared based on the modified Joint Coastal Permit and Federal Dredge and Fill Permit. The ECL will be plotted on the cross-sections and plan views in the final documents.

4.2. MRD will prepare drawings illustrating proposed construction easements for each property owner within the Project area and prepare a construction easement that will be sent by the COUNTY to the upland property owners, as necessary, to allow for the placement and maintenance of the fill upland of the ECL. The easement will be recorded by the COUNTY with the Clerk of Courts.

#### **Task 5.0 Municipal Services Taxing Unit (MSTU)**

MRD will team with Government Services Group, Inc. (GSG) and Nabors, Giblin & Nickerson, P.A. (NG&N), to assist the COUNTY in establishing a Municipal Services Taxing Unit (MSTU) for Alligator Point. The purpose of the development and implementation of a MSTU is to provide a long-term funding source to construct future beach nourishment projects within the boundaries of the Beach Restoration MSTU on a pay-as-you-go basis. MRD will:

5.1. Project Initiation and Data Collection - Meet with COUNTY staff to ensure complete understanding as to the engagement's objectives and requisite time frame. The team will collect all data, maps, drawings, reports, and cost estimates as they relate to the project.

5.2. Develop Initial Project Boundaries - Using the data and information collected in Task 4.1, the initial project boundaries will be developed in GIS for use in the MSTU analysis.

5.3. Identify MSTU Development and Implementation Steps and Timeframe - Provide the basic steps and chronological order of the key dates and activities that must occur for the first-year implementation of the Beach Restoration Project MSTU.

5.4. Develop Preliminary Database – Create the preliminary database using the boundary descriptions, the most current ad valorem tax roll, and other pertinent data, as required.

5.5. Determine the Revenue Requirements - Review the funding requirements of the

proposed project components and determine the total annual revenue requirements including program implementation costs and annual costs.

5.6. Determine Preliminary Millage Rates - Perform an analysis of the tax roll data files to estimate the preliminary millage rates for the Beach Nourishment Project MSTU.

5.7. Prepare and Present Findings - Prepare and present findings and recommendations to the County Commission and affected property owners.

5.8. Prepare MSTU Ordinance - Prepare the Ordinance to implement the MSTU.

5.9. Assist with First Year Implementation - Be available to assist with the first-year implementation of the MSTU including development of final millage rates and coordination with the County Property Appraiser and Tax Collector, if needed.

The County is responsible for:

- i. any costs incurred to obtain information from the property appraiser or other public officials that is necessary for the MSTU.
- ii. for working with the Property Appraiser to obtain the necessary information for properties with exempt "home addresses" pursuant to Section 119.071, Florida Statutes.
- iii. for any and all newspaper publications, including, but not limited to, making arrangements for publications and any costs associated therewith.

## **II. INFORMATION TO BE SUPPLIED BY THE COUNTY**

The COUNTY will provide MRD with:

- a) Any maps of the project area in GIS, if available.
- b) An electronic version of the data files from the COUNTY's GIS (Geographic Information System) files that includes a parcel layer, if available.
- c) An electronic version of the 12D8 files from the ad valorem tax roll files maintained by the County Property Appraiser.

## **III. TENTATIVE SCHEDULE**

Upon execution of this AGREEMENT for Professional Services, we will commence within two (2) weeks and the following task will be performed:

- Task 1.0 will be completed within approximately 8 weeks, weather dependent.
- Task 2.0 will be completed within 4 months upon receiving the surveys in Task 1.1.
- Task 3.1 will be scheduled once the preliminary design is completed in Task 2.3.
- Task 3.2 will be completed within 2 months on the completion of Tasks 2.1-2.7 and 3.1.
- MRD makes no claim to the timing to obtain the coastal permits from DEP and the USACE , only that MRD will work toward completion of these permitting services (Task 3.3) in an expeditiously and timely manner.
- Task 4.0 will be completed within approximately 4 weeks upon receiving the USACE permit and the DEP modification.
- Upon execution of this AGREEMENT for Professional Services, we will commence Task 5.0 services within two (2) weeks and work toward completion of Task 5.0 services in a timely manner.

-

**IV. FEES AND EXPENSES**

Task	Task Description	Fee Structure	Fees/ Expenses
1.1	Beach and Offshore Surveys	Lump Sum	\$14,500.50
1.2	Geo-Referenced Aerial Photography and Upland Topography	Lump Sum	\$4,942.50
1.3	Borrow Area Bathymetric Survey	Lump Sum	\$6,574.00
2.0	Preliminary and Final Design	Lump Sum	\$67,190.00
3.1	Pre-Application Meeting	Lump Sum	\$3,010.00
3.2	Permit Application and Modification Request	Lump Sum	\$23,840.00
3.3	Permit Application and Modification Processing	Lump Sum	\$41,100.00
4.0	Final Construction Drawings/Technical Specifications and Construction Easements	Lump Sum	\$7,100.00
5.0	Municipal Services Taxing Unit (MSTU)	Not to Exceed	\$31,950.00
<b>TOTAL:</b>			<b>\$200,000.00</b>

**V. EXCLUSIONS**

Please note that this AGREEMENT does not include the following unless explicitly listed in Section II, but these services can be provided under separate authorization: risk assessment, offshore geotechnical and geophysical investigations, historic and cultural resources surveys, environmental, ecological, land use planning, upland construction easements, contract documents, bidding and construction phase services, and post-construction monitoring. The County is responsible for any costs incurred to obtain information from the property appraiser or other public officials that may be necessary for the MSTU.

**VI. TERMS**

Services and expenses will be invoiced monthly in accordance with this AGREEMENT. If you would like us to proceed with the services described above, please sign this proposed AGREEMENT and return a signed copy to us which will serve as our *Notice to Proceed* for the above services.

Should you have any questions regarding this matter, please contact me or Joe Morrow at 850.654.1555.

Sincerely,

**mrd associates, inc.**



Michael R. Dombrowski, P.E.  
*Principal Engineer*

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_  
 Mr. Ricky Jones, Chair, District 1, Franklin County Board of County Commissioners

# Franklin County, Florida *County-Wide Dune Restoration Study*



Source: MRD Associates

**PREPARED FOR:**



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

**PREPARED BY:**



## Executive Summary

The purpose of this investigation was to identify cost-effective solutions to rebuild and increase the stability of the dunes throughout the Franklin County study shoreline. There are four (4) shoreline segments included in this study 1) St. George Island shoreline between R-73 to R-94, 2) Alligator Point between R-195 to R-222, 3) Bald Point between R-229 to R-235, and 4) Carrabelle Beach.

The primary constraints that determine the types of dune enhancement or restoration possible for a particular stretch of shoreline were: 1) the height of the existing dune system, 2) the width of the existing dry beach berm, 3) the location of upland structures and infrastructure relative to the shoreline, and 4) the level of storm protection provided by the existing beach and dune system. The greatest benefit of constructing a continuous, contiguous dune feature is to provide a barrier to storm events, reduce overtopping and flooding to the back dune areas, mitigating for historic dune erosion and creating wildlife habitat.

Three conceptual dune types (A, B and C) were developed through an iterative process by revising the crest height and width to optimize the level of storm protection while maintaining a minimum berm width. A fourth option consists of vegetation and sand fence where there is not an adequate amount of room to construct a dune feature. The conceptual dune designs included location, crest elevations, crest widths, and side slopes.

There are some shoreline segments where there is not adequate room between the existing structures and the shoreline to construct a dune feature. In these locations vegetation and sand fencing can be placed to assist in the development and growth of dunes. It should be noted that the sand fence requires periodic maintenance to ensure the optimal long-term performance to capture wind-blown sediments. The fencing must be pulled up before it is buried by 2 feet of sand. Otherwise, it will be difficult to impossible to remove the fence and be completely covered making the fence ineffective at trapping sand. Post and rope fencing is used to direct pedestrian traffic away from the dune and to dune walkovers, beach and vehicular accesses and paths. "Keep Off the Dunes" signs should also be installed at the toe of the dune to inform and educate beach goes on the ecological importance of dunes systems.

The conceptual construction templates may need to be refined to fit along a particular beach segment depending on the specific conditions existing at the time of final design. Updated surveys will document the existing grades that will be used to develop the construction templates and update construction volumes. The preliminary opinion of probable construction costs in 2022 dollars were \$7,546,557 for St. George Island, \$5,032,130 for Alligator Point, \$1,199,884 for Bald Point, and \$228,944 for Carrabelle Beach. A price escalation was applied to these unit costs to account for the increased fuel costs since these projects were bid. The preparation of a budget for grant applications or construction should include an adjustment in the unit costs based on the anticipated design, permitting and construction schedule.

The proposed activities seaward of the CCCL will require a CCCL permit from FDEP. FDEP encourages the placement of beach quality sand and native dune vegetation to restore and enhance dune systems, therefore permitting is relatively straight forward. A USACE permit should not be required provided the proposed activity will occur upland of the High Tide line. Construction may be limited to outside of sea turtle nesting season which extends from May 1 to October 30. Permits and authorization from FDEP can be obtained in approximately 6-months or less from submitting a complete permit application that will also identify the borrow area(s) and sand quality.

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## 1.0 Introduction

In June 2021, the Franklin County Board of County Commissioners retained the services of MRD Associates, Inc. (MRD) to prepare a County-Wide Dune Restoration Study along the Franklin County shoreline. This work has been performed under Agreement for Professional Services, executed on June 6, 2021, and commenced on August 2, 2021, upon receipt of the Notice to Proceed.

Sand dunes are naturally occurring dynamic coastal features which are formed by the accumulation of wind-blown sand and beach over wash. Damaged sand dunes resulting from severe storms or human activity can be repaired or rebuilt to restore ecological habitat, increase storm protection and provide a source of sand to replenish the beach. A dune restoration project should be designed to mimic the existing or historic natural dune patterns along the shoreline. Sand fences and dune plants can be used to stabilize the dune and trap sand more rapidly.

Franklin County, Florida is located in the eastern portion of the Florida Panhandle along the Gulf of Mexico (*Figure 1*). There are four (4) shoreline segments included in this study 1) St. George Island shoreline between the Florida Department of Environmental Protection (FDEP) Reference Monument R-73.5 to R-93.8 (4.0 miles, 21,100 feet), 2) Alligator Point between R-195 to R-222 (5.0 miles, 25,950 feet), 3) Bald Point between R-229 to R-235 (1.1 miles, 5,950 feet), and 4) Carrabelle Beach (0.15 miles, 800 feet). The purpose of this investigation is to identify cost-effective options rebuilding and increasing the stability of the dunes throughout the identified 10.25-miles of Franklin County shoreline.

One valuable set of information that is mentioned frequently throughout this document are the FDEP “R-Monuments” which are reference points spaced approximately 1,000 feet apart along the gulf shoreline. They are used to correlate survey data over time to monitor and are also used to reference the location of coastal features and projects.

## 2.0 Oceanographic Data

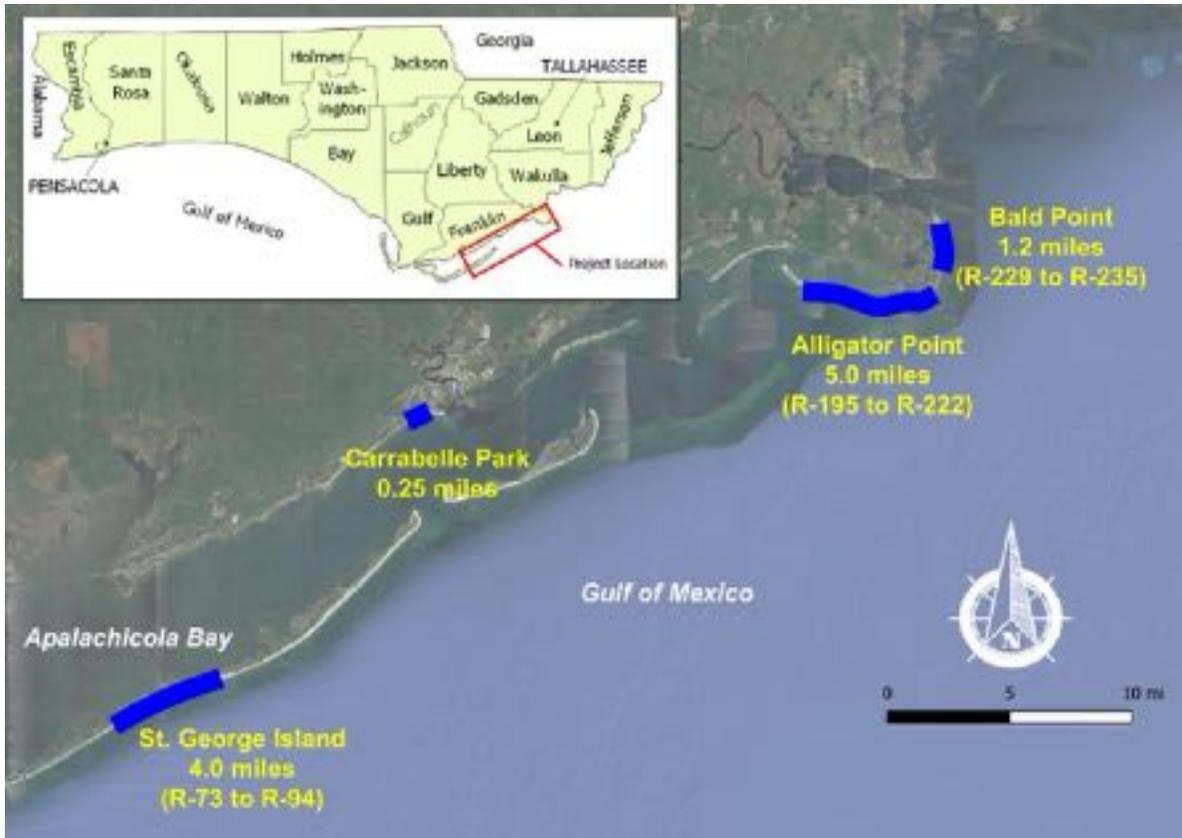
Beach and dune changes are dependent on tides, storm surge and storm events, and are described in the following sections.

### 2.1 Tidal Datums

The tides along the Gulf of Mexico are primarily diurnal, becoming mixed during the 1/4 and 3/4 moon phases. Tidal datums in Franklin County were obtained from the NOAA Tides and Current Station 8728669 located at Sikes Cut near R-52 on the south-western edge of St. George Island, Station 8728488 located at South Carrabelle Beach, and Station 8728261 located on Alligator Point near R-207 which provides the tidal datums for both Alligator and Bald Point. This data is summarized in *Table 1*.

### 2.2 Storm Surge

Predicted storm surge elevations along the Gulf of Mexico were obtained from the reports entitled, “*Design Storm Surge Hydrographs for the Florida Coast*” (FDOT, 2003) and “*SBEACH High-Frequency Storm Erosion Model Study for Franklin County*” (FDEP, 2016). The range of Storm surge elevations for various return periods in Franklin County are listed in *Table 2*. The combined total storm tide includes the effects of wave and wind set-up, astronomical tides and pressure.



**Figure 1.** Location map and project limits.

**Table 1.** Tidal datums along Franklin County, Florida . (feet, NAVD88).

Datum	Sike's Cut	Carrabelle Beach	Alligator & Bald Point
Mean Higher High Water (MHHW)	+0.62	+0.99	+1.27
Mean High Water (MHW)	+0.39	+0.80	+1.05
Mean Tide Level (MTL)	-0.22	-0.03	0.07
Mean Low Water (MLW)	-0.83	-0.86	-0.92
Mean Lower Low Water (MLLW)	-1.35	-1.47	-1.50
<b>Mean Tide Range</b>	<b>1.22</b>	<b>1.66</b>	<b>1.97</b>

It should also be noted that there is an undefined correlation between return periods and hurricane categories. Return periods for a defined storm event is given as the probability of being equaled or exceeded in any one year (i.e., exceedance = 1/return period = 1/50 year = 0.02 or 2% chance per year) compared to a hurricane category which are based on the measured “Sustained Winds” in accordance with the Saffir-Simpson Hurricane Wind Scale.

**Table 2.** Combined total storm tide level (feet, NAVD88) for various Return Periods.

Return Period (years)	R-90 (St. George Island) (feet, NAVD88)	R-210 (Alligator Point, Bald Point)
50	+9.7	+10.6
30	+8.6	+8.8
25	+8.1	+8.4
20	+7.6	+7.7
15	+6.9	+6.9
10	+5.9	+5.8

## 2.3 Storm Events

Historical storm events (Tropical Storms to Category 5 Hurricanes) that passed within 150 nautical miles (NM) of Franklin County since 1996 were assessed for the two distinct time frames (1996 to 2008, 2008 to 2018), which also correspond to available survey dates. The purpose is to correlate the effects of storm events on the beach and dune system and trends in shoreline position and volume changes in Section 4.0. The following sections describe those storm events.

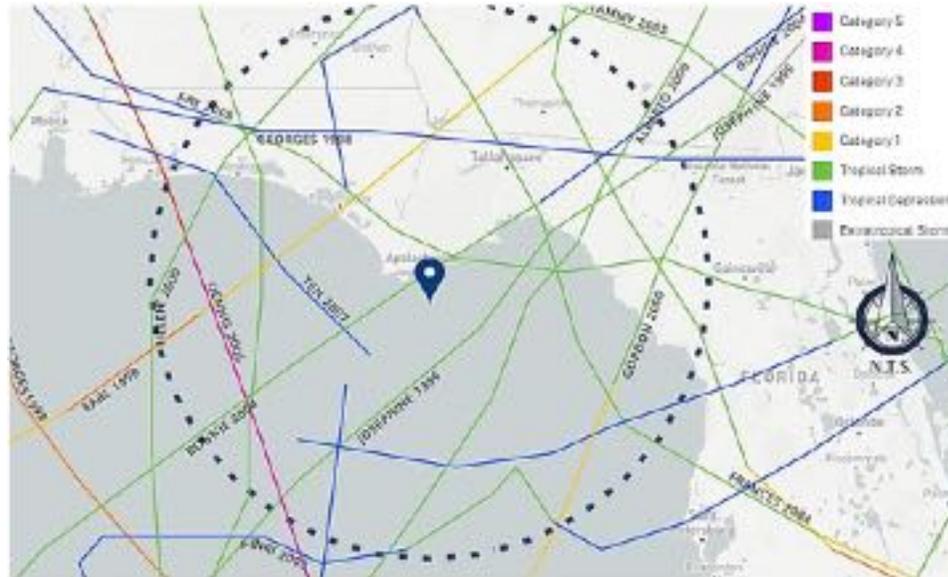
### 2.3.1 July 1996 to October 2008

Over this 12-year period, 20 named storms and one tropical depression passed within 150NM of Franklin County (NOS, 2021). Of the 20 named storms, four reached hurricane strengths: Danny in 1997 (Category 1), Earl in 1998 (Category 1-2), Gordon in 2000 (Category 1), and Dennis in 2005 (Category 2-3) (**Figure 2**). This was one of the most active storm periods over the last 40-years. This period also included Hurricane’s Ivan (2004), Katrina (2005), Gustav (2008), and Ike (2008), while their tracks where not within 150NM’s of the studies shoreline, their effects were still felt along the beaches of the Gulf of Mexico.

Hurricane Earl made landfall as a Category 1 hurricane near Panama City on September 5, 1998, located approximately 60-miles to the northwest of Franklin County. There was no storm tide data, but it was estimated that Hurricane Earl’s conditions were typical of that of a 15- to 20-year storm tide (FDEP, 2006a). Hurricane Dennis was a Category 3 hurricane that made landfall over Santa Rosa Island (Navarre Beach) on July 10, 2005. Even though Franklin County was over 150 miles east of the center of the eye of Hurricane Dennis, gulf storm tides were around 8 to 10 feet (FDEP, 2006a) and 7 feet in Apalachicola, Florida (Beven, J., 2005). A storm tide line of +11.7 feet, NAVD88 was found on St. George Island. The storm had a major effect on the shoreline, with FDEP categorizing the erosion as Category IV, meaning major dune erosion with dunes receding greater than 10 feet or the dunes being completely removed (FDEP, 2006b).

In addition, five of the 16 Tropical Storms passed within 65 miles of Franklin County resulting in minor beach and dune erosion. These included Josephine (1996), Alberto (2002), Bonnie (2004), and Fay (2008). Frances (2004) crossed the Florida peninsula,

emerging in the Gulf of Mexico as a tropical storm, where it made a second landfall near St. Marks on September 6, 2004. FDEP classified the effects of the storm as Erosion Condition I (minor beach erosion), resulting in a small scarp on the beach (FDEP, 2004).

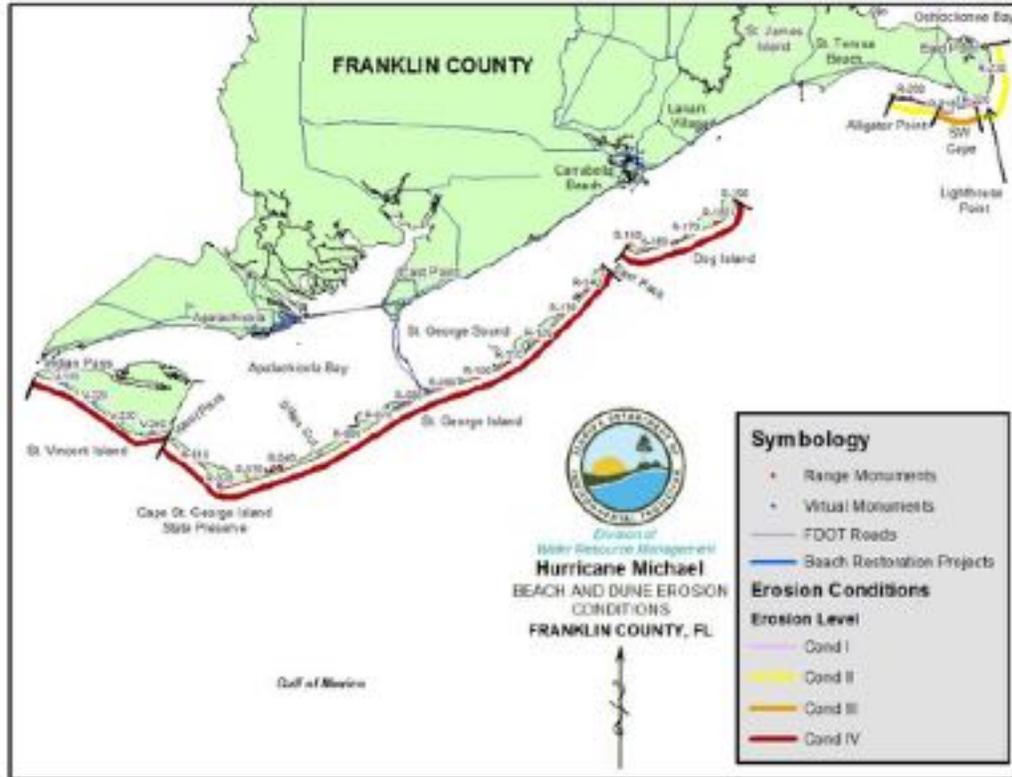


**Figure 2.** Major storms within 150NM of Franklin County, Florida – 1996 to 2008.

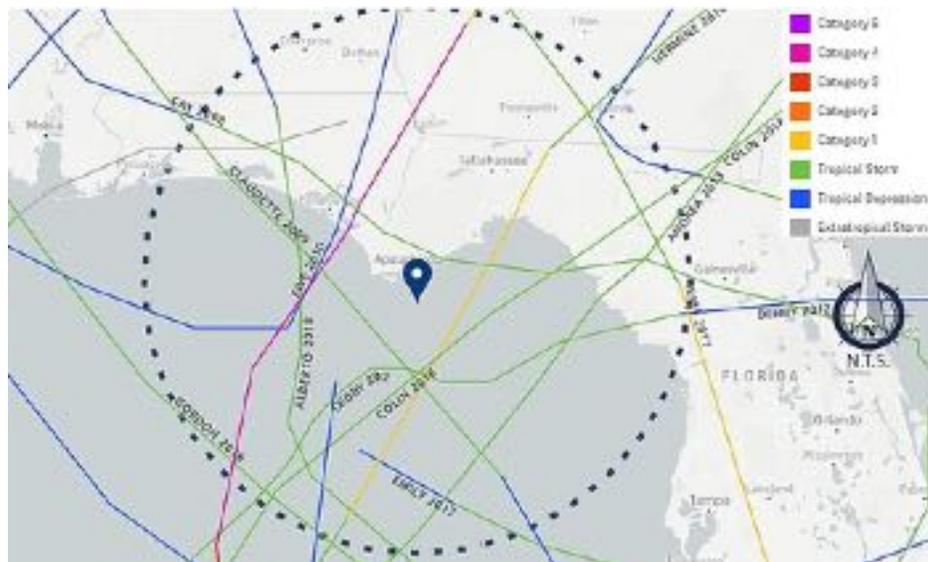
### 2.3.2 October 2008 to October 2018

Over this ten-year period, 12 named storms and two tropical storms passed within 150NM of St. George Island (NOS, 2021). Of the 12 storms, 2 reached hurricane strength: Hermine in 2016 (Category 1), and Michael (Category 5+) in 2018 (**Figure 4**).

Hurricane Hermine made landfall on September 2, 2016, near St. Marks as a Category 1 hurricane. The estimated storm surge was +5 feet, NAVD88. The coastal damage in Franklin County was most pronounced between Southwest Cape and Bald Point with road, rock revetment, and armoring damage (FDEP, 2017). Minor beach and dune erosion occurred as well along Alligator Point and St. George Island. Hurricane Michael made landfall 45-miles to the northwest of St. George Island near Tyndall Air Force Base on October 10, 2018, as a Category 5+ hurricane. FDEP categorized the erosion along St. George Island as Erosion Condition IV (major beach and dune erosion), along Alligator Point as Erosion Conditions II (minor beach and dune erosion) and III (moderate beach and dune erosion), and along Bald Point as Erosion Condition II (minor beach and dune erosion) (**Figure 3**). The storm tides from Hurricane Michael ranged from +8 ft to +10.6 feet, NAVD88 along St. George Island and from +8.8 ft to +10.7 feet along Alligator and Bald Points (FDEP, 2019). FDEP did not classify the erosion condition at Carrabelle Park but storm tides of 9 to 10 feet above sea level were measured which would have over washed the park. Extensive storm surge flooding and substantial over wash deposit occurred over the length of St. George Island. In addition, one (Colin in 2016) of the eight Tropical Storms passed within 65 miles of Franklin County resulting in only minor beach erosion.



**Figure 3.** Franklin County beach and dune erosion conditions from Hurricane Michael.



**Figure 4.** Major storms within 150NM of Franklin County, Florida – 2008 to 2018.

### 3.0 FDEP Shoreline and Profile Data

Historical and recent beach survey data at FDEP R-Monuments are used in this study to document and analyze shoreline position changes along three of the four separate study areas: 1) the St. George Island residential area (R-73 to R-94), 2) Alligator Point (R-195 to R-222) and 3) Bald Point (R-229 to R-235). These data sets are based on the FDEP R-Monuments which are reference points spaced approximately 1,000 feet apart along the gulf shoreline. These FDEP maintained monuments which are either physical monuments set into the ground or virtual locations are referenced to vertical and horizontal datums. They are used to correlate survey data over time to monitor various shoreline changes within the littoral zone and upland topography and are also used to reference the location of coastal features. This data is available from DEP's website: <https://floridadep.gov/rcp/beaches-inlets-ports/content/historic-shoreline-database>. The shoreline changes along the 1,500-foot Carrabelle Beach Park maintained by the County were based on historic aerials and LIDAR. The topography obtained in September 2021 by a drone did not delineate the MHW contour and was not used in this analysis.

#### 3.1 Shoreline (MHW Line) Position Data

A historic shoreline position documents the horizontal location of the MHW elevation at one point in time. A comparison of such shoreline positions can suggest erosional (landward movement) or accretional (seaward movement) trends. For this investigation, the shoreline position was taken where the plane of the MHW elevation intersects the beach. FDEP provides a MHW line database which tabulates shoreline position based on historic beach profile surveys performed at DEP R-Monuments and covers the years selected in this study. These historic surveys have an accuracy in shoreline position within one (1) foot. Shoreline positions were analyzed for July 1996, Winter of 2008/2009, and May 2019. DEP does not have reference monuments nor shoreline position data for Carrabelle Beach. An analysis was done using LIDAR data from USGS and FDEM from the NOAA data access viewer over a 10-year period from July 2007 to May 2018 to achieve an understanding of the shoreline changes along the Park.

#### 3.2 Historic Beach and Offshore Profiles

Historic beach and offshore survey data used in this analysis are used to document the dune volume changes above the MHW line to provide a reasonable estimate of episodic and long-term changes along the study limits. These vertical slices through the beach perpendicular to the shoreline are plotted in profile form at FDEP R-Monuments for shoreline and volume change analysis. Historic beach profiles include surveys from July 1996, Winter 2008/2009, October/November 2018, and May 2019. This study relied on existing survey data and no additional beach and offshore surveys were performed.

### 4.0 Shoreline Position and Volume Changes

This section presents the changes to the shoreline (MHW) position over the 22+ year period between 1996 and 2019, and dune volume changes between 2008 and 2019.

#### 4.1 Shoreline Position Changes

The shoreline changes presented reflect the actual measured positions and rates based on the location of the MHW line at the time of the survey. The shoreline change at each R-Monument

was measured as the difference between the distance from the R-Monument to the MHW for the July 1996, Winter of 2008/2009, and May 2019 surveys. The survey over the winter of 2008/2009 completed St. George Island in October 2008, Bald Point in December 2008 and Alligator Point in January of 2009. **Table 3** through **6** list the total shoreline change, and yearly shoreline change rate during the three time periods (July 1996 to Winter of 2008/09, Winter of 2008/09 to May 2019, and July 1996 to May 2019) and **Figure 5** through **7** plot the shoreline changes rates in feet per year for 2008/09 to May 2019 (left axis).

The two LIDAR data sets (July 2007, May 2018) for Carrabelle Beach were used to calculate the shoreline changes at three shore perpendicular profiles: The Eastern and Western edge of the park and a central profile going through the existing restroom. This data is presented in **Table 6**.

## 4.2 Dune Volume Changes

The dune volume changes are based on the measured loss or gain of sand measured from the estimated toe of the dune to the landward limits of observed change. The volume changes at each R-Monument were measured by comparing the Winter 2008/2009, and May 2019 surveys. **Table 3** through **6** lists the dune volume change rate (in cubic yards/linear foot/year) and **Figure 5** through **7** plot the volume change rates in cubic yards per linear foot per year over the 2008/2009 to 2019 time period (right axis). The LIDAR data was used to determine the volume change rate above the MHW line in Carrabelle Beach shown in **Table 6**.

## 4.1 Critically Eroded Shoreline

The Florida Department of Environmental Protection, Office of Resilience and Coastal Protection (aka Beaches) has long recognized the erosive condition of the shoreline and as a result has designated certain beach segments of the Franklin County shoreline as “Critically Eroded” and “Non-Critically Eroded” (FDEP, 2021a). A “Critically Eroded” shoreline is “*where natural processes or human activity have caused or contributed to erosion and recession of the beach or dune system to such a degree that upland development, recreational interests, wildlife habitat, or important cultural resources are threatened or lost.*” A “Non-Critically Eroded” shoreline is where “*many areas have significant historic or contemporary erosion conditions, yet the erosion processes do not currently threaten public or private interests. These areas are therefore designated as non-critically eroded beaches and require close monitoring in case the conditions become critical*”. The R-Monument ranges of critical erosion within the study area are listed in **Table 7**.

The State of Florida may participate in erosion control projects as prescribed by Chapter 161 of the Florida Statutes and 62B-36 of the Florida Administrative Codes. According to Section 161.101(8), DEP is authorized to pay from legislative appropriations specifically provided for these purposes an amount up to 50% of the actual costs of the approved project ...State funding is limited to projects located within Critically Eroded shoreline and the cost-share percentage is dependent on the spacing of beach accesses and number of parking spaces open to the general public.

**Table 3.** *St. George Island - Annualized shoreline (MHW line) position change (ft) and rates (ft/yr) and dune volume change rate (yds<sup>3</sup>/lf yr).*

DEP Monument	1996 to 2008		1996 to 2019		2008 to 2019		
	Total Shoreline Change (ft)	Shoreline Change Rate (ft/yr)	Total Shoreline Change (ft)	Shoreline Change Rate (ft/yr)	Total Shoreline Change (ft)	Shoreline Change Rate (ft/yr)	Dune Volume Change Rate (yds <sup>3</sup> /yr)
R-73	-36.50	-2.98	-36.50	-1.60	0.00	0.00	-7.68
R-74	-31.67	-2.59	-30.33	-1.33	1.33	0.13	-11.39
R-75	-25.33	-2.07	-32.00	-1.40	-6.67	-0.63	-13.47
R-76	-11.33	-0.93	-9.00	-0.39	2.33	0.22	-12.74
R-77	-1.67	-0.14	-7.67	-0.34	-6.00	-0.57	-7.98
R-78	8.67	0.71	8.00	0.35	-0.67	-0.06	-4.88
R-79	18.67	1.52	10.33	0.45	-8.33	-0.79	-1.98
R-80	7.00	0.57	4.67	0.20	-2.33	-0.22	-0.92
R-81	-3.67	-0.30	1.67	0.07	5.33	0.50	-0.75
R-82	-10.00	-0.82	5.00	0.22	15.00	1.42	-4.75
R-83	6.33	0.52	18.67	0.82	12.33	1.17	-2.10
R-84	8.00	0.65	12.67	0.55	4.67	0.44	0.01
R-85	-4.67	-0.38	-10.67	-0.47	-6.00	-0.57	0.65
R-86	6.67	0.54	0.67	0.03	-6.00	-0.57	-0.54
R-87	36.33	2.97	15.67	0.69	-20.67	-1.95	-0.97
R-88	44.33	3.62	18.00	0.79	-26.33	-2.49	-0.02
R-89	35.33	2.88	8.33	0.36	-27.00	-2.55	-2.15
R-90	29.67	2.42	8.67	0.38	-21.00	-1.98	-4.57
R-91	31.33	2.56	22.67	0.99	-8.67	-0.82	-3.41
R-92	21.33	1.74	15.00	0.66	-6.33	-0.60	-3.08
R-93	17.67	1.44	21.67	0.95	4.00	0.38	-1.02
R-94	12.50	1.02	18.50	0.81	6.00	0.57	-0.28
<b>Average</b>	7.23	0.59	2.91	0.13	-4.32	-0.41	-3.82

**Table 4** Alligator Point - Annualized shoreline (MHW line) position change (ft) and rates (ft/yr) and dune volume change rate (yds<sup>3</sup>/lf/yr).

DEP Monument	1996 to 2008		1996 to 2019		2008 to 2019		
	Total Shoreline Change (ft)	Shoreline Change Rate (ft/yr)	Total Shoreline Change (ft)	Shoreline Change Rate (ft/yr)	Total Shoreline Change (ft)	Shoreline Change Rate (ft/yr)	Dune Volume Change Rate (yds <sup>3</sup> /lf/yr)
R-195	126.00	10.08	111.00	4.86	-15.00	-1.45	(1)
R-196	66.67	5.33	58.00	2.54	-8.67	-0.84	-1.34
R-197	-21.33	-1.71	-10.67	-0.47	10.67	1.03	-0.22
R-198	-15.00	-1.20	2.67	0.12	17.67	1.71	1.18
R-199	7.00	0.56	20.67	0.91	13.67	1.32	2.41
R-200	22.00	1.76	25.33	1.11	3.33	0.32	3.95
R-201	21.33	1.71	21.33	0.93	0.00	0.00	2.17
R-202	11.67	0.93	17.33	0.76	5.67	0.55	-2.51
R-203	3.33	0.27	-2.00	-0.09	-5.33	-0.52	-7.36
R-204	6.67	0.53	-6.00	-0.26	-12.67	-1.23	-7.59
R-205	5.33	0.43	-6.67	-0.29	-12.00	-1.16	-2.14
R-206	11.33	0.91	18.33	0.80	7.00	0.68	2.47
R-207	11.00	0.88	29.67	1.30	18.67	1.81	4.99
R-208	38.00	3.04	56.33	2.47	18.33	1.77	5.07
R-209	-12.00	-0.96	-5.00	-0.22	7.00	0.68	-5.98
R-210	-29.00	-2.32	-32.00	-1.40	-3.00	-0.29	-11.68
R-211	-50.33	-4.03	-57.67	-2.53	-7.33	-0.71	(2)
R-212	-12.00	-0.96	-12.33	-0.54	-0.33	-0.03	(2)
R-213	-20.33	-1.63	-18.67	-0.82	1.67	0.16	(2)
R-214	-23.33	-1.87	-26.67	-1.17	-3.33	-0.32	(2)
R-215	-28.00	-2.24	-44.00	-1.93	-16.00	-1.55	(2)
R-216	-18.33	-1.47	-37.67	-1.65	-19.33	-1.87	-7.66
R-217	-21.67	-1.73	-26.00	-1.14	-4.33	-0.42	-1.96
R-218	-41.33	-3.31	-29.00	-1.27	12.33	1.19	4.30
R-219	-19.00	-1.52	-0.67	-0.03	18.33	1.77	5.15
R-220	-38.00	-3.04	-66.67	-2.92	-28.67	-2.77	3.00
R-221	-26.33	-2.11	-82.33	-3.61	-56.00	-5.42	(3)
R-222	-65.00	-5.20	-155.00	-6.79	-90.00	-8.71	(3)
<b>Average</b>	-3.95	-0.32	-9.23	-0.40	-5.27	-0.51	-0.69

- (1) End of Alligator Drive, insufficient data
- (2) Alligator Drive Revetment, insufficient data
- (3) End of Gulfshore Boulevard, insufficient data

**Table 5.** *Bald Point - Annualized shoreline (MHW line) position change (ft) and rates (ft/yr) and dune volume change rate (yds<sup>3</sup>/lf/yr).*

DEP Monument	1996 to 2008		1996 to 2019		2008 to 2019		
	Total Shoreline Change (ft)	Shoreline Change Rate (ft/yr)	Total Shoreline Change (ft)	Shoreline Change Rate (ft/yr)	Total Shoreline Change (ft)	Shoreline Change Rate (ft/yr)	Dune Volume Change Rate (yds <sup>3</sup> /lf/yr)
R-229	-11.00	-0.89	-43.50	-3.12	-32.50	-3.12	-10.41
R-230	-17.67	-1.42	-39.67	-2.11	-22.00	-2.11	-2.04
R-231	-21.00	-1.69	-39.00	-1.73	-18.00	-1.73	1.06
R-232	-48.00	-3.87	-53.33	-0.51	-5.33	-0.51	2.21
R-233	-39.00	-3.14	-55.00	-1.54	-16.00	-1.54	-0.12
R-234	-11.33	-0.91	-12.33	-0.10	-1.00	-0.10	2.14
R-235	22.50	1.81	15.00	-0.72	-7.50	-0.72	2.60
<b>Average</b>	-17.93	-1.44	-32.55	-1.43	-14.62	-1.40	-0.65

**Table 6.** *Carrabelle - Annualized shoreline (MHW line) position change (ft) and rates (ft/yr) and dune volume change rate (yd<sup>3</sup>/lf/yr).*

Profile	2007 to 2018		
	Total Shoreline Change (ft)	Shoreline Change Rate (ft/yr)	Dune Volume Change Rate (yds <sup>3</sup> /lf/yr)
West	-23.43	-2.16	0.15
Central	-15.18	-1.40	0.13
East	-11.72	-1.08	0.21
<b>Average</b>	-16.78	-1.55	0.17

**Table 7.** *“Critically Eroded” shoreline within study area.*

R-Monument Range	Type of Erosion
R-194 to R-196	Non-Critically Eroded Beach
R-210 to R-216	Critically Eroded Beach
R-220 to R-222	Critically Eroded Beach
R-222 to R-232	Non-Critically Eroded Beach

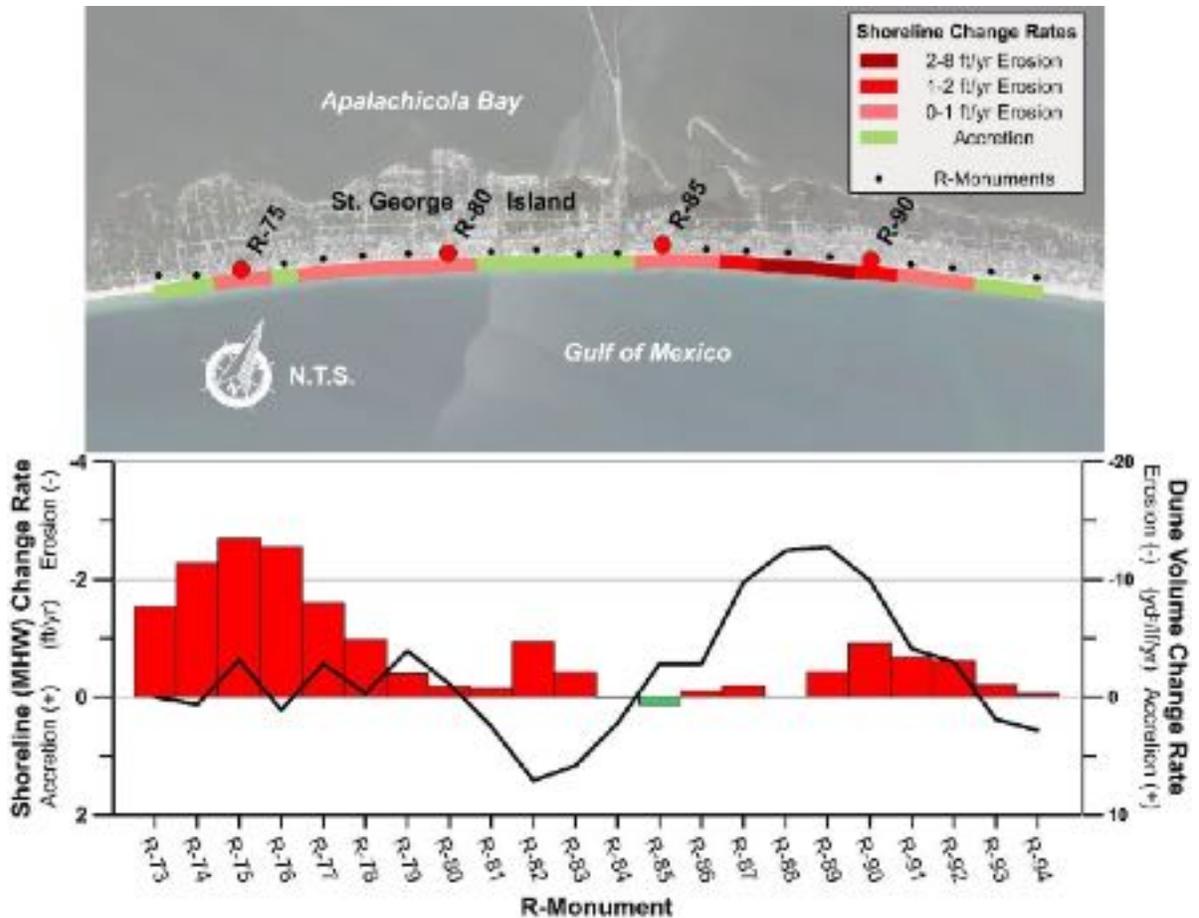


Figure 5. St. George Island - Annualized shoreline (left axis, line) and dune volume (right axis, bar) change rate 2008 to 2019 in ft/yr.

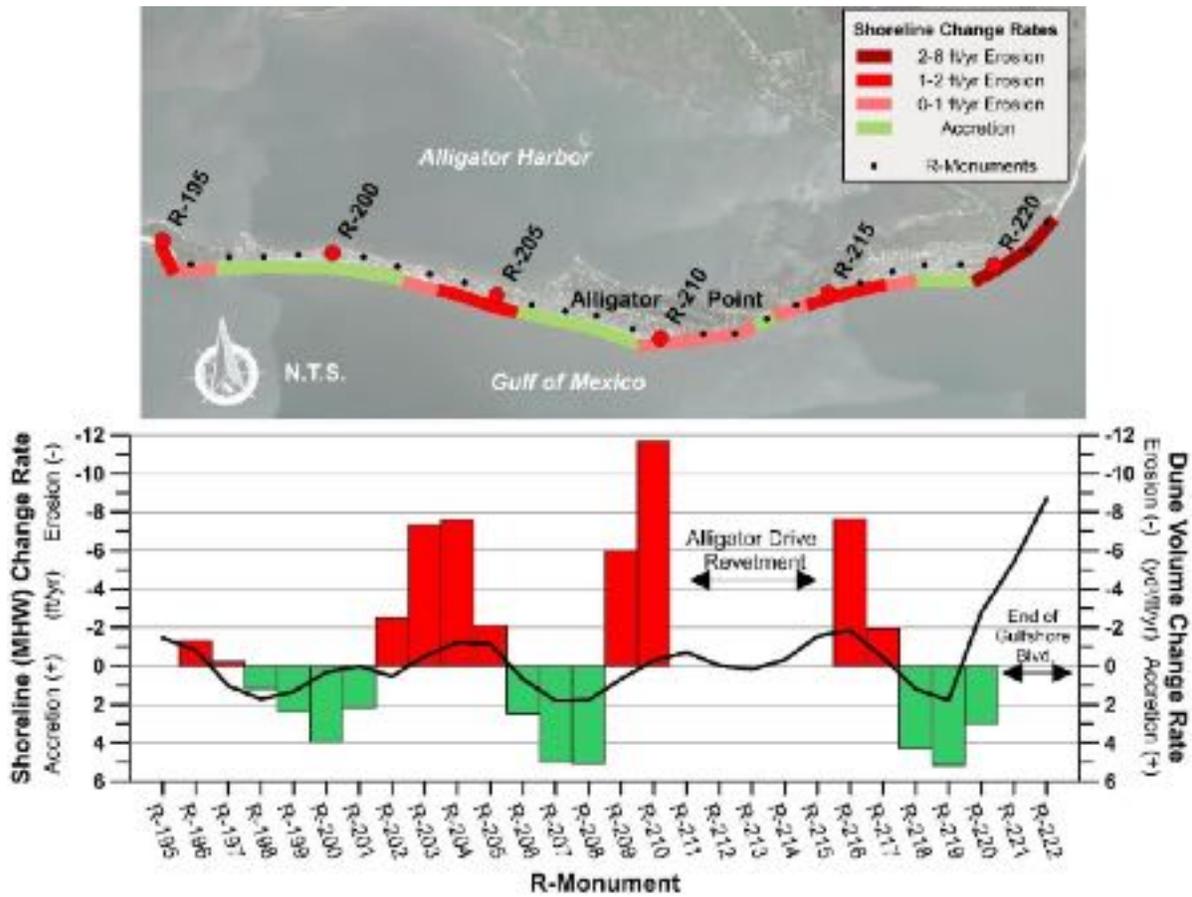
## 5.0 Sea Level Rise

Sea Level Rise (SLR) plays an important role in long-term shoreline position and volumetric change trends. This also has a potential impact on the design and longevity of the beach and dune system. A general “Rule of Thumb” is for every-one (1) foot in sea level rise for a beach with an average slope of 1 vertical to 100 horizontal (1V:100H) would equate to 100 feet of shoreline erosion.

### 5.1 Local Trends

The National Oceanic and Atmospheric Administration (NOAA) Center for Operational Oceanographic Products and Services (NOAA 2017) has been measuring the sea level for over 150 years, with tide stations of the National Water Level Observation Network (NWLON) operating on all U.S. coasts. Changes in Mean Sea Level (MSL), either a sea level rise or sea level fall, have been computed at 142 long-term water level stations using a minimum span of 30 years of observations at each location. NOAA provides estimates based upon monthly averages and a linear trend analysis for Apalachicola, Florida (NOAA Station 8728690). The measured mean sea level trend is currently +2.7 millimeters/year (mm/yr) or 0.1063 inch/year with a 95% confidence interval of +/-

0.61 mm/yr based on monthly mean sea level data from 1967 to 2020 which is equivalent to a change of 0.89 feet in 100 years (**Figure 8**).



**Figure 6.** Alligator Point - Annualized shoreline (left axis, line) and dune volume (right axis, bar) change rate 2008 to 2019 in ft/yr.

NOAA (2017) assessed global, regional, and local sea level rise estimates under various future climate scenarios ultimately producing a gridded model for localized sea level estimates for the coastal shorelines of the United States. They determined that along almost all U.S. coasts outside Alaska, relative sea level (RSL) is projected to be higher than the global average under the Intermediate-High, High and Extreme scenarios (i.e., 0.3 to 1 meter or more RSL rise by the year 2100 than global mean sea level (GMSL) rise under the High scenario).

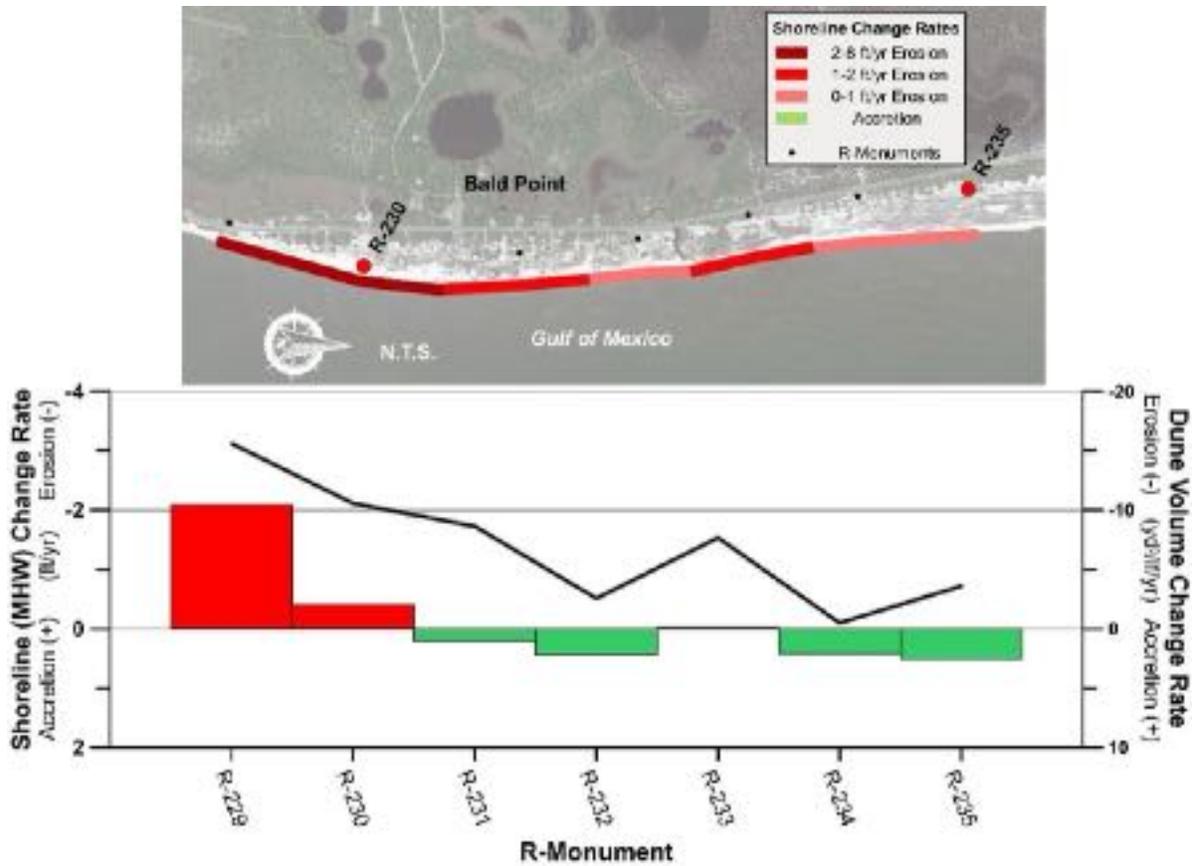


Figure 7. Bald Point – Annualized shoreline (left axis, line) and dune volume (right axis, bar) change rate 2008 to 2019 in ft/yr.

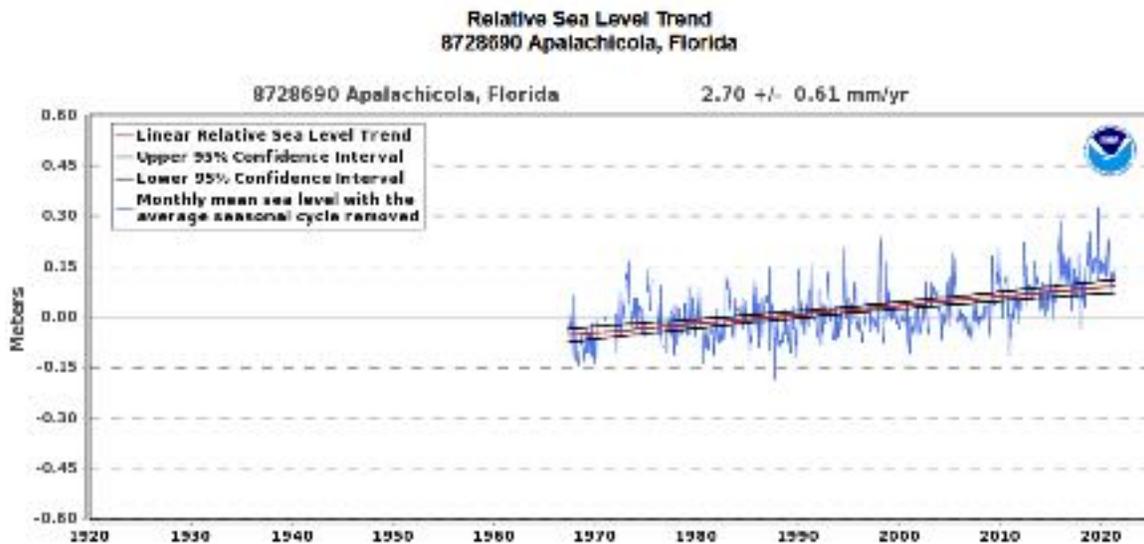
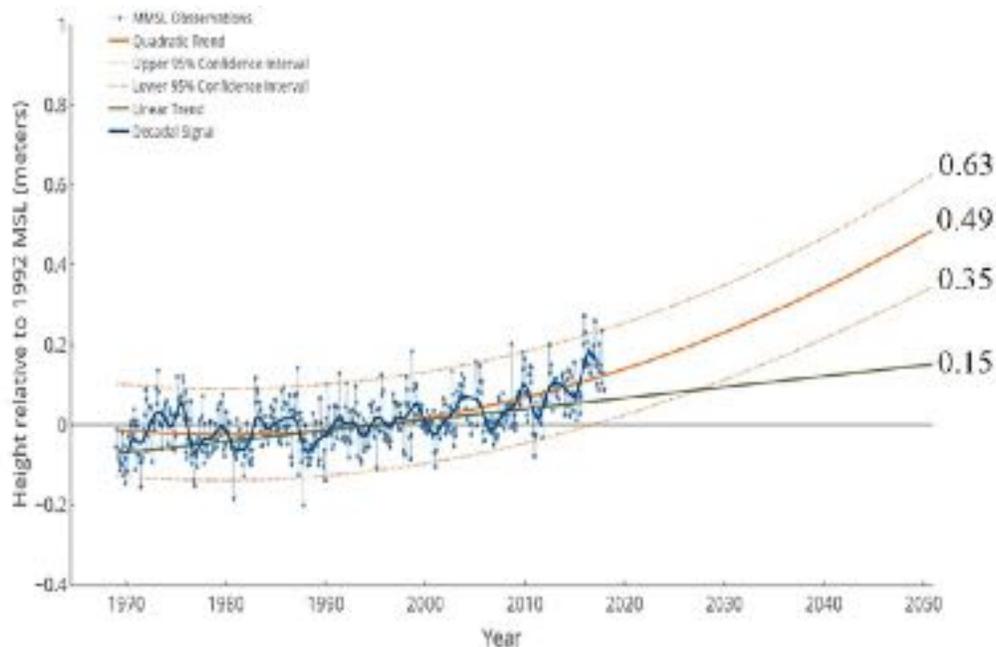


Figure 8. Measured sea level trends from 1967 to 2020 at Apalachicola, Florida.

## 5.2 Regional Trends

Analyzing relative sea level rise for the Gulf of Mexico region, Boon (2018) provides a summary of measured trends and a quadratic statistical model of future trends. All measured regional trends in the northern Gulf of Mexico show an increase in sea level rise. The quadratic statistical model analyzed sea level change rate or acceleration, as well as sea level change for various stations across the United States. **Figure 9** shows the estimated sea level trends for an analysis area centered on Pensacola, which includes Apalachicola and St. George Island. The analysis shows that within the next 30 years sea level rise could increase between 0.4 and 0.5 meters (1.3 and 1.6 feet) above the existing mean sea level elevation as of 2020. NOAA (2017) determined factors influencing regional sea level rise in the Gulf of Mexico included shifts in oceanographic factors such as circulation patterns, changes in Earth’s gravitational field, and vertical land movement such as subsidence or uplift, sediment compaction, groundwater, and fossil fuel withdrawals and other non-climatic factors.

The potential impacts of sea level rise include the loss of recreational beaches and dunes due to accelerated erosion, loss of waterfront property through erosion and inundation of low-lying areas, and the loss of and changes to natural habitats, and other low-lying natural areas. This may result in the loss or required relocation of gulf front structures. A general rule of thumb is for every 1-foot of sea level rise equals 100 feet of additional coastal erosion.



**Figure 9.** Measured and predicted sea level change for Pensacola, Florida (Boon, 2018).

## 6.0. Existing Storm Capacity

Existing dune performance was evaluated by applying the cross-shore model SBEACH (Storm-induced BEACH CHange). The 2018 upland FDEP beach profile data was combined with 2008 offshore FDEP profile data to develop a complete profile as the initial conditions, and subjected to 20-, 30-, and 50-year return period storms. The storm tide levels used to calibrate the model are displayed in **Table 2**. It should also be noted that there is an undefined correlation between return periods and hurricane categories. Return periods for a defined storm event is given as the probability of being equaled or exceeded in any one year (i.e., exceedance = 1/return period = 1/50 year = 0.02 or 2% chance per year) compared to a hurricane category which are based on the measured “Sustained Winds” in accordance with the Saffir-Simpson Hurricane Wind Scale.

Representative profiles were used for the four segments: 1) St. George Island at R-76, R-84, and R-91; 2) Alligator Point at R-201, R-209, R-217; 3) Bald Point at R-232; and 4) Carrabelle Beach. The Carrabelle beach profile was compiled by combining a transect of the photogrammetry taken in September 2021 with an equilibrium beach profile concluding at a depth of -11.5 feet. The qualitative risk to upland structures is divided into three levels: High, Medium, and Low. High is when a hypothetical storm event captures a majority the structure along a continuous beach section, Medium when the landward limit of the storm captures the seaward limit of the structures, and, Low when the storm limits are seaward of the structures. **Table 8** summarizes the risk along Franklin County.

**Table 8.** Structures at risk for 20-year, 30-year, and 50-year storm events.

Beach Segment	R-Monument	20-year Level of Risk	30-year Level of Risk	50-year Level of Risk
St. George Island	R-76	Low	Medium	High
	R-84	Low	Medium	High
	R-91	Low	Medium	High
Alligator Point	R-201	Low	High	High
	R-209	Low	Medium	High
	R-217	High	High	High
Bald Point	R-232	High	High	High
Carrabelle Beach		High	High	High

## 7.0. Native Beach Sand

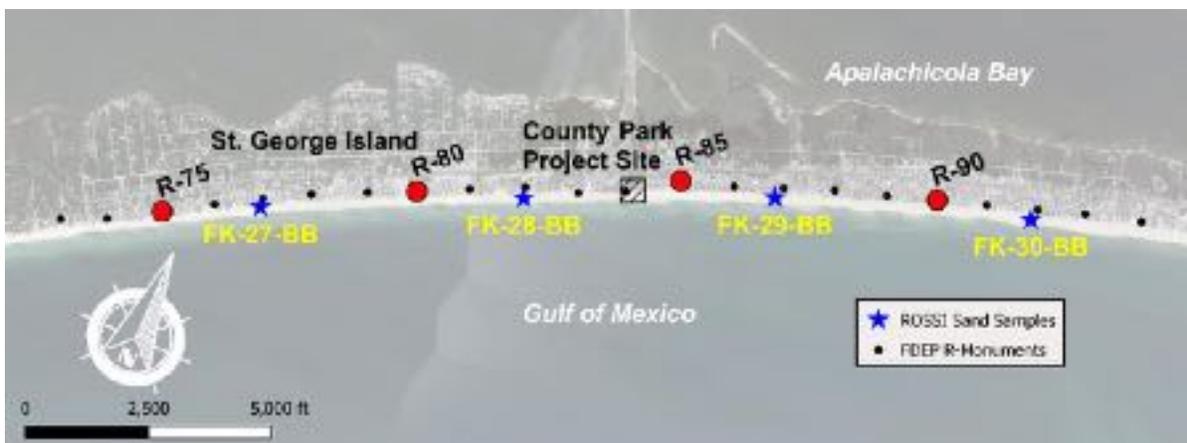
Native beach sand data for St. George Island, Alligator Point, and Bald Point was found from the report “A Sedimentological and Granulometric Atlas of the Beach Sediments of Florida’s Northwest Coast and Big Bend”, dated July 2011 and prepared by the Florida Geological Survey (FGS). Samples FK-27 to FK-30 were collected within the study limits of St. George Island, with FK-27 at the western end of the study area and FK-30 at the eastern end. FK-57 to FK-60 were collected within the limits of Alligator Point, and FK-63 and FK-64 were collected on Bald Point. The sediment characteristics are presented in **Table 9** and **Figure 10**, **Figure 11**, and **Figure 12** show the sample collection sites with the R-Monuments. Additionally, sand

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samples were gathered by MRD Associates on March 8, 2022 at the County Park on St. George Island (near R-84) and Carrabelle Beach.

**Table 9.** *Franklin County sand characteristics.*

Sample ID	Description	Mean Grain Size, $d_{50}$ (mm)	Sorting (phi)	Percent Silt (%)	Munsell Color Value	Percent Carbonate (%)
<b>St. George Island</b>						
Native FK-27-BB	Mid-berm R-77	0.37	0.421	0.03	10YR 8/3	1.75
Native FK-28-BB	Mid-berm R-82	0.37	0.466	0.01	10YR 8/3	2.55
Native FK-29-BB	Mid-berm R-87	0.37	0.965	0.06	10YR 8/3	8.62
Native FK-30-BB	Mid-berm R-92	0.32	0.533	0.08	10YR 8/2	1.35
County Park - 1	Mid-berm	0.32	0.49	0.32	10YR 8/3	1.80
County Park - 2	Seaward dune Toe	0.35	0.5	0.87	10YR 8/3	-
<b>Alligator Point</b>						
Native FK-57-BB	Mid-berm R-199	0.21	0.435	0.26	2.5Y 8.5/2	0.11
Native FK-58-BB	Mid-berm R-204	0.20	0.429	0.11	2.5Y 8.5/2	2.18
Native FK-59-BB	Mid-berm R-209	0.30	0.466	0.10	2.5Y 8.5/2	0.38
Native FK-60	Near R-215	0.28	0.667	0.48	2.5Y 8/2	0.51
<b>Bald Point</b>						
Native FK-63	Near R-229	0.51	0.726	0.38	10YR 7/2	0.52
Native FK-64	Near R-234	0.60	0.484	0.41	10YR 8/2	0.27
<b>Carrabelle Beach</b>						
Carrabelle - 1	Mid-berm	0.29	0.52	0.63	10YR 8/2	0.04
Carrabelle - 2	Seaward dune Toe	0.24	0.37	0.39	10YR 8/1	-



**Figure 10.** *St. George Island - Sediment sampling sites.*

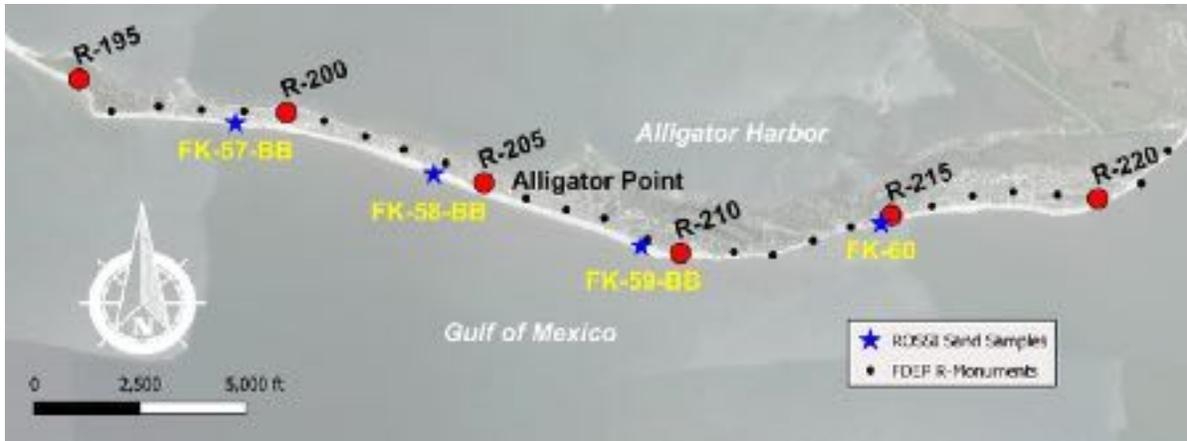


Figure 11. Alligator Point - Sediment sampling sites.



Figure 12. Bald Point - Sediment sampling sites.

## 8.0. Potential Sand Sources

Sand pits in Gulf, Franklin, and Wakulla counties were identified as potential sources of sand for dune projects in Franklin County. The sand mine locations were found from the “Mandatory Non-Phosphate (mannon) Mine Boundaries” database provided by DEP on Map Direct (FDEP, 2021b). There are 6 mines in Gulf, Franklin, and Wakulla counties that contain sand, shown in **Figure 13**. Google maps was used to estimate the driving distance and drive time to the four project sites (**Table 10**).

Table 10. Driving distances and times (one-way) from sand pits to the project sites.

Sand Mine	St. George Island		Alligator Point		Bald Point		Carrabelle Park	
	Miles	Minutes	Miles	Minutes	Miles	Minutes	Miles	Minutes
Honeyville	53.7	63	92.3	113	90.1	107	62.1	73
Taunton	53.9	63	92.5	114	90.3	107	62.2	73
110-Acre pit	13.0	17	36.3	46	34.1	41	6.0	8
Rouse-Pigot	54.6	65	24.2	34	21.8	29	35.4	42

The distance from the sand mines to the project site will influence the cost of the project. Whenever an individual dune project is started, it is in the interest of the stakeholders to find a mine with the required sand that provides the lowest cost. This may not be the same sand mine for projects on St. George Island versus Alligator or Bald Point.

MRD have previously used the Honeyville Sand Mine and had completed a geotechnical analysis. Four (4) samples were collected from the upland borrow pit at the Honeyville Sand Mine in 2017 and 2018 and were analyzed (**Table 11**). Sediment characteristics for the Taunton Sand Mine were also provided by the operator.

Fill material should be placed in accordance with the guidelines provided under the Florida Department of Environmental Protection pursuant to the following conditions:

- 8.1. All fill material shall be sand that is similar to the native beach sand in both coloration and grain size and be free of debris, rocks, clay, organic matter or other foreign matter. In general, beach-compatible fill material will be predominantly quartz sand of a mean grain size diameter between 0.20mm and 0.45mm and a moist Munsell color-value/chroma of 7/1 or lighter with similar quantity of shell as the existing beach. No sand may be obtained from the beach, near shore, or below MHW seaward of the Coastal Construction Control Line (CCCL) without specific written authorization from FDEP.
- 8.2. During visual inspection of sand material upon arrival to the beach access site, physical samples will be taken for later quantitative analysis (sieving, color, etc) if the suitability of the material is uncertain at delivery time.
- 8.3. Any single or cumulative placement of greater than 15 cubic yards of material determined not to meet the benchmark beach sand sample quality shall be remediated. Upon discovery of such an occurrence, all sand placements shall cease, and the incompatible material removed and disposed of in an upland site. Sand that does not meet the beach compatibility requirements must be removed immediately.

**Table 11.** Available sand mine characteristics.

Sample ID	Description	Mean Grain Size, d <sub>50</sub> (mm)	Sorting (phi)	Percent Silt (%)	Munsell Color Value	Percent Carbonate (%)
<b>Honeyville Sand Mine</b>						
Sample 1	Berm near weir	0.34	1.10	4.78	10YR 8/1	0.3
Sample 2	Berm near discharge	0.26	0.96	2.08	10YR 8/1	0.3
Sample 3	At discharge	0.29	0.95	1.68	10YR 8/1	0.2
Sample 5	North Stockpile	0.44	0.73	2.47	10YR 8/1	0.1
<b>Taunton Sand Mine</b>						
GS-1	Composite	0.67	0.96	-	2.5Y 8/1	0

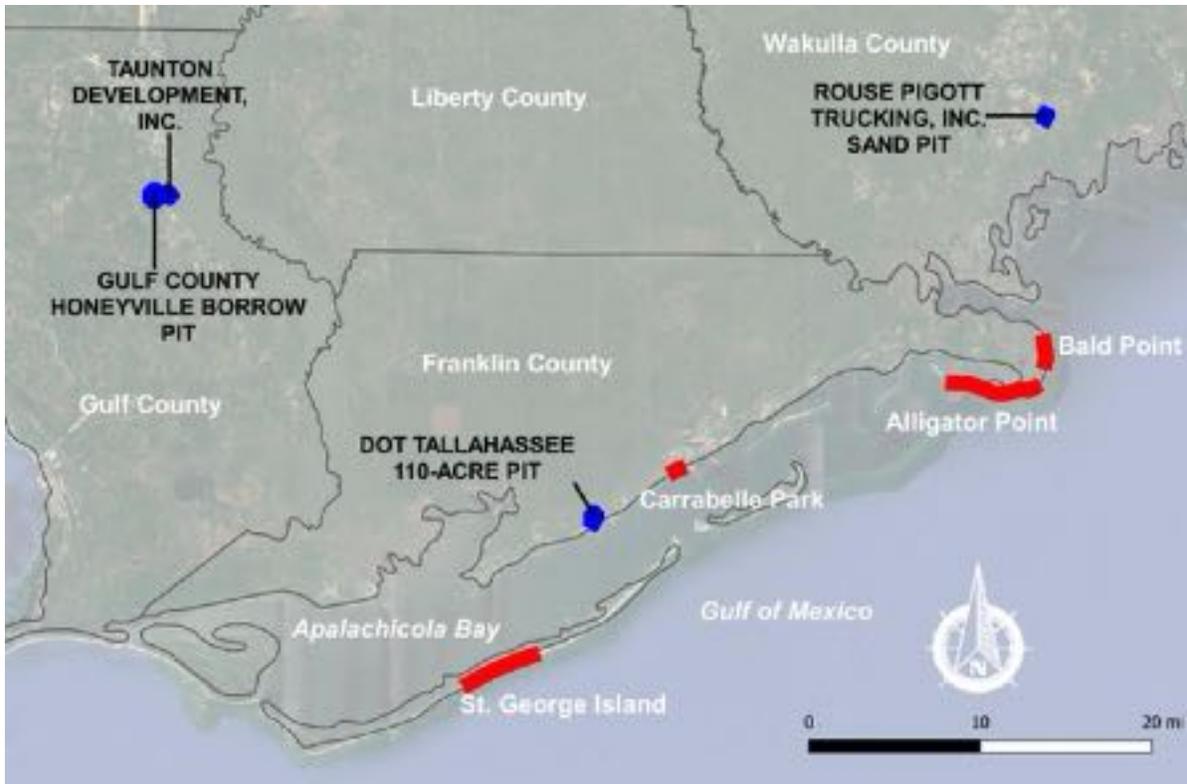


Figure 13. Sand pit locations in vicinity of Franklin County.

## 9.0. Alternative Designs Assessment

The primary objective of the alternative design assessment is to develop feasible dune alternatives that meet the design goals of the study. Additionally, this section provides an assessment of the existing beach conditions along the four project sites (St. George Island, Alligator Point, Bald Point, and Carrabelle Beach Park). The topography and geo-referenced aerial obtained in 2021 by a drone documented the seaward limits of vegetation and structures, dune topography, and beach berm width. The primary constraints that determine the types of dunes possible for a particular stretch of shoreline are: 1) the height (or lack) of the existing dune system, 2) the width of the existing dry beach berm, 3) the location of upland structures and infrastructure relative to the shoreline, and 4) the level of storm protection (level of risk) provided by the existing beach and dune system. The greatest benefits of constructing a continuous and contiguous dune feature along the Franklin County beaches are to provide a barrier to storm events, reduce overtopping and flooding to the back dune area, mitigate for historic dune erosion and create wildlife habitat.

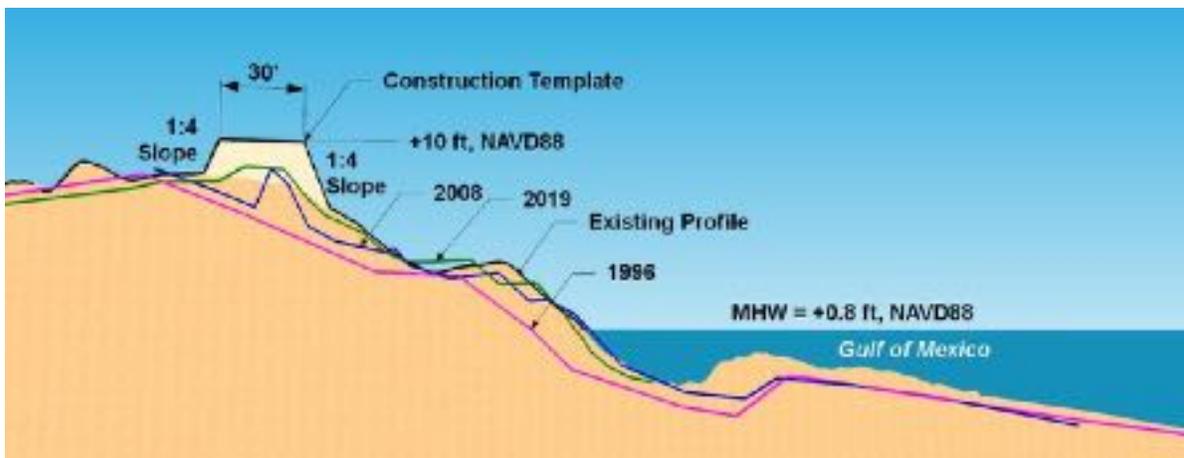
These conceptual dunes were developed through an iterative process by revising the crest height and width to optimize the level of storm protection through SBEACH modeling while maintaining a minimum berm width of 80-feet, where possible. The typical sections provided within may need to be refined to fit along a particular beach segment depending on the specific conditions existing at the time of final design. In addition, planting native dune vegetation is recommended after placement of the sand to increase the stability of the dune, capture wind-blown sediments to further grow the dune feature and mitigate for any vegetation covered by the dune construction.

### 9.1. Type A Dune

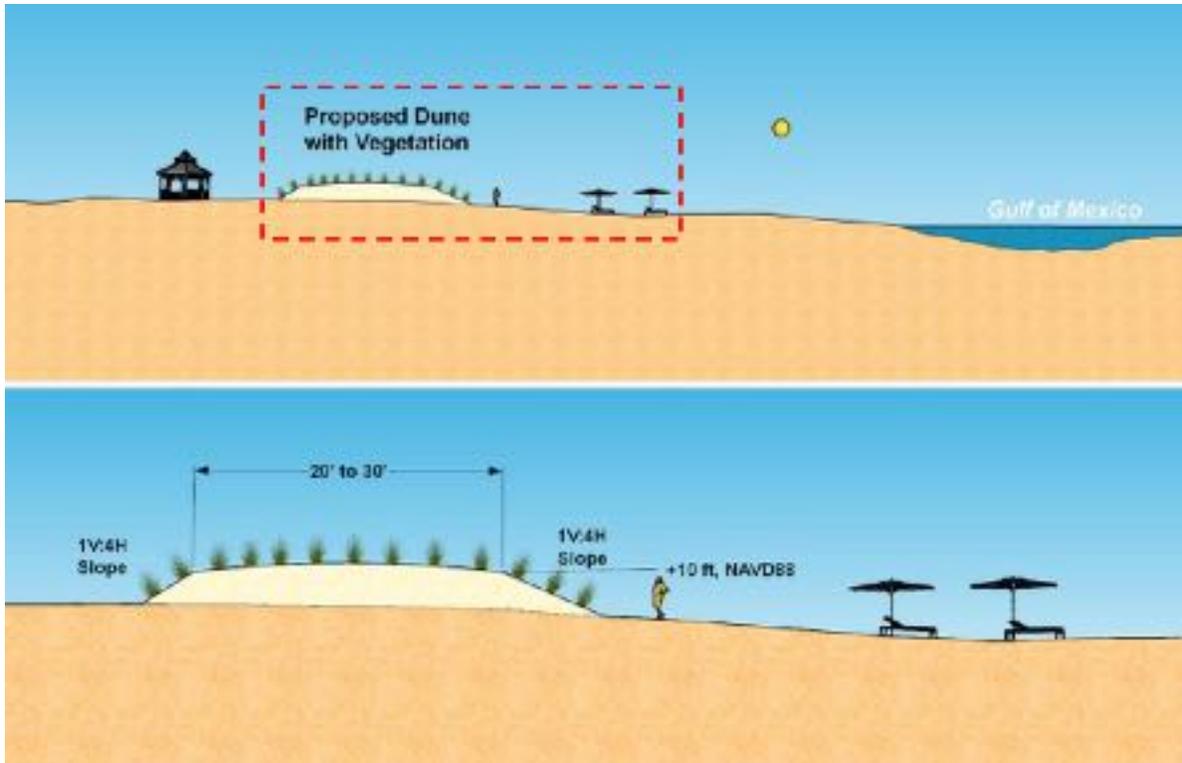
Portions of Alligator Point and Bald Point are typically characterized by wide berms greater than 100 ft, low flat dune features with elevations typically less than +8 feet, NAVD88 and significant structural setbacks of approximately 175 feet from the Gulf of Mexico (**Figure 14** left). **Figure 15** plots the historic profiles at R-198 on Alligator Point used to compare the profiles between 1996 and 2019 to a conceptual dune. Type A Dune will have a crest elevation of +10-foot, NAVD88 so not to impede views, crest width from 20 to 30-feet and side slopes from 1V:4H to 1V:3H. The footprint for this style dune can range from approximately 55 to 65 feet depending on the existing dune topography. This dune type is suitable for an existing berm width of 100-feet or greater. **Figure 14** shows an example beach on Alligator Point at R-198 that would be suitable for the Type A Dune. The wider dune crest and more gradual slope of this dune type (1V:4H) allows for greater storm protection and a more natural transition from dune to the beach berm (**Figure 16**).



**Figure 14.** Typical beach condition to support a Type A Dune at Alligator Point near R-198 (left, view to the East, taken August 23, 2021) and a Type B Dune on St. George Island near R-90 (right, view to the southwest, taken August 24, 2021).



**Figure 15.** Conceptual Type A Dune comparison to historical profiles on Alligator Point (R-198).



**Figure 16.** Typical Type A Dune overview (top) and detailed view (bottom).

## 9.2. Type B Dune

The entire St. George Island beach segment between R-73.5 and R-93.8 along with portions of Alligator Point and Bald Point are typically characterized by wide beach berms, eroded dune faces with peaks from +10 to +13 feet, NAVD88 and fairly significant structural setbacks of approximately 200 feet from the Gulf of Mexico (**Figure 14**, right). **Figure 17** plots the historic dune profiles between 1996 and 2019 at R-90 on St. George Island compared to a conceptual Type B dune. The Type B Dune alternative extends from the existing dune crest elevation of +10 ft, NAVD88 so not to impede views to the Gulf of Mexico from the upland structures and can be placed in locations with narrow or wide existing beach berm widths by varying the crest width from 20 to 30 feet and side slopes from 1V:3H to 1V:4H. It has a dune footprint ranging from 40 to 65 feet, depending on the crest and slope (**Figure 18**). **Figure 14** shows an example of a typical beach condition for a Type B Dune placement on St. George Island.

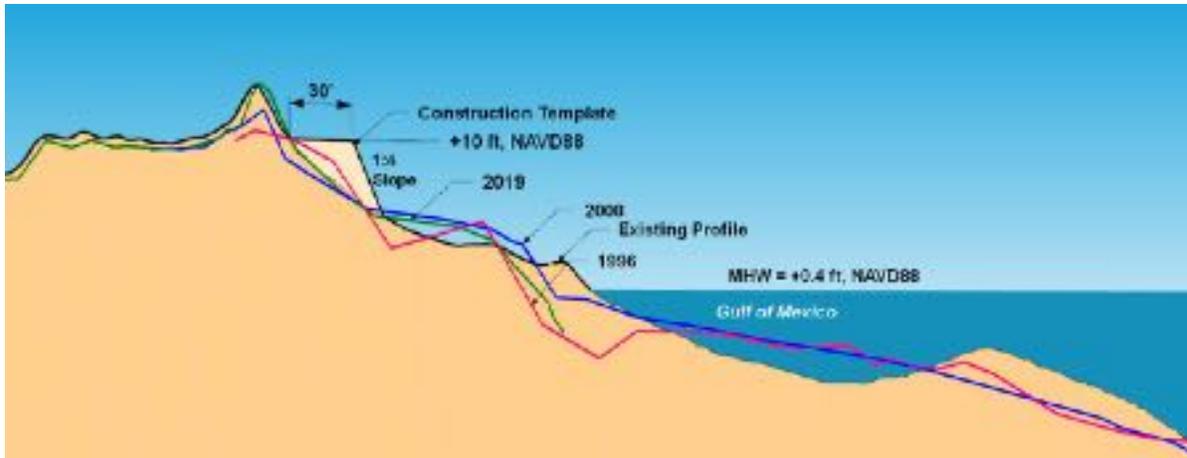


Figure 17. Conceptual Type B Dune on St. George Island compared to historical profiles (R-90).

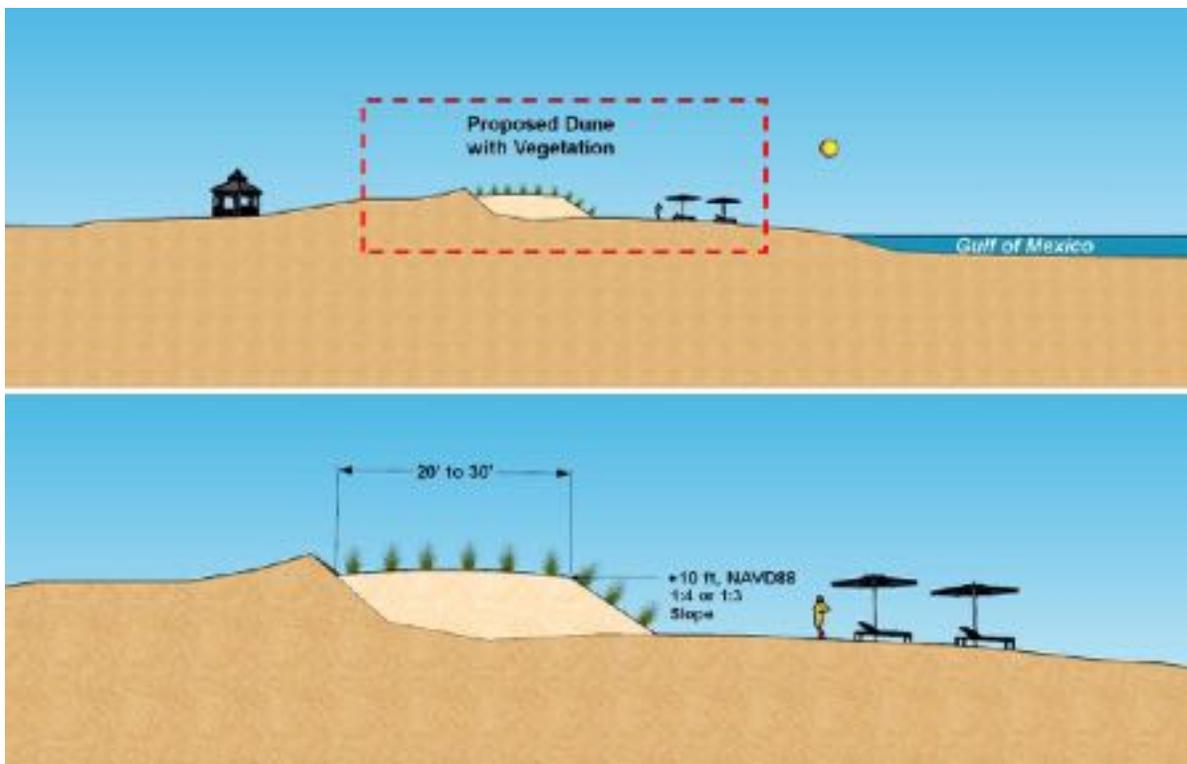


Figure 18. Typical Type B Dune overview (above) and detail view (below).

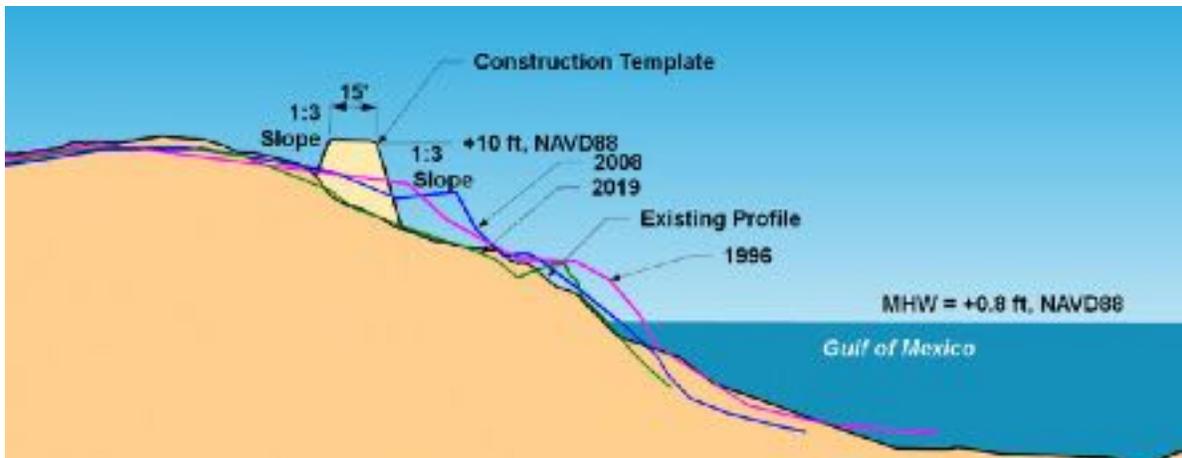
### 9.3. Type C Dune

Portions of Alligator Point are typically characterized by narrow berm widths less than 80 feet with eroded dune peaks to +7 to +8 feet, NAVD88 and constrained structural setbacks of less than 125 feet from the Gulf of Mexico (Figure 19, left). Figure 20 plots the historic dune profiles between 1996 and 2019 at R-221 on Alligator Point compared to a conceptual dune. The Type C Dune is similar to the Type A Dune in that it extends further landward along the existing profile. Also, the Type C Dune is for locations with narrower and lower beach berms than the beaches a Type A Dune is suitable for. The Type C Dune would have a crest elevation of +10 feet NAVD 1988

so not to impede views, narrow crest width of 10 to 20 feet (depending on the available beach width), and front and back slopes of 1V:3H. This dune style has a footprint of approximately 20 to 30 feet depending on the existing topography and is suitable for sections of Franklin County beaches where the existing dune elevations are less than +8 feet, NAVD88 and the berm is less than 100-foot wide. **Figure 19** shows a shoreline on Alligator Point where the Type C Dune would be appropriate.



**Figure 19.** Typical beach condition to support a Type C Dune at end of Gulf Shore Boulevard near R-221 (left, view to the southwest, taken August 23, 2021) and vegetation only at Bald Point near R-231 (right, view to the southwest, taken August 24, 2021).



**Figure 20.** Conceptual Type C Dune comparison to historical profiles on Alligator Point (R-221).

#### 9.4. Vegetation Only

There are some areas on Alligator Point and Bald Point where there is not adequate room between the existing structures and the shoreline to construct a dune feature. In these locations vegetation and sand fence can be placed to assist in the development and growth of dunes naturally. Initially this option would not provide any storm protection but over time the storm protection offered by the dune may increase as the dune grows naturally. **Figure 19** shows a shoreline on Bald Point where the vegetation only option would be recommended to be placed

seaward of the existing structures. It should be noted that sand fencing requires periodic maintenance to ensure the optimal long-term performance is achieved with respect to capturing wind-blown sediments. It is recommended that the fencing be pulled up and reinstalled before it is buried by 2 feet of sand. Otherwise, it will be difficult or impossible to remove the fence and may eventually be completely covered becoming ineffective at trapping sand.

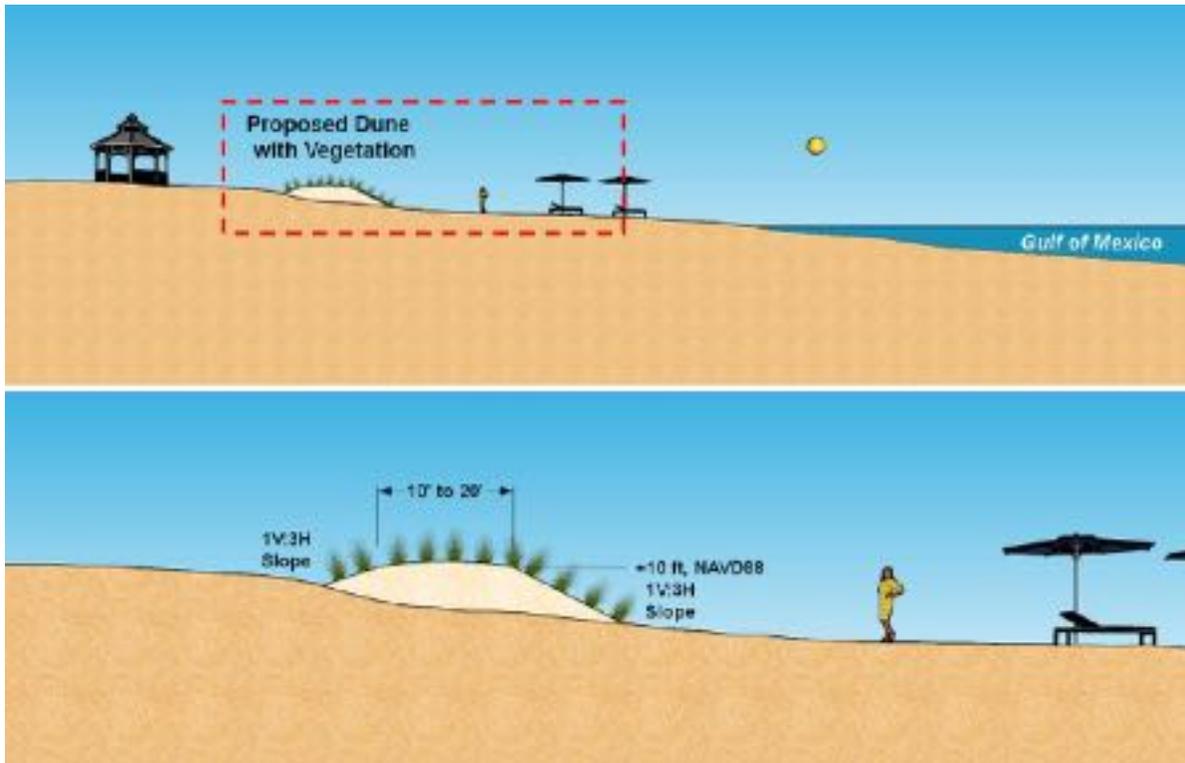


Figure 21. Typical Type C Dune overview (above) and detail view (below).

## 10.0. Conceptual Design

The typical dune types discussed in Section 9.0 are summarized in **Table 12** below. The following section presents the four project sites (St. George Island, Alligator Point, Bald Point, and Carrabelle Beach Park) and the dune type for each beach segment. The preliminary opinion of probable construction costs associated with each beach segment are also presented which include sand placement, vegetation, sand fences, post and rope fence and Engineering, Design, and Permitting (2022 dollars). Sand placement costs will vary due to transport distances from the mine to the project site. The 10-foot-long sand fencing shall be spaced at the DEP recommended 10-foot centers in the alongshore direction and at an angle to the shoreline will be placed at select beach sites where construction of a dune is not feasible. This generally includes areas that need assistance in starting a dune or dune enhancement of an existing dune. Sand fencing could also be utilized to reduce wind-blown sediment in problem areas. Vegetating the dune typically will have a greater effect on growing and stabilizing the sand than installing fencing. Post and rope fencing is used to direct pedestrian traffic away from the dune around dune walkovers, beach and vehicular accesses and paths. This investigation does not include the costs for dune walkovers.

**Table 12.** Typical Dune types per shoreline segment summary.

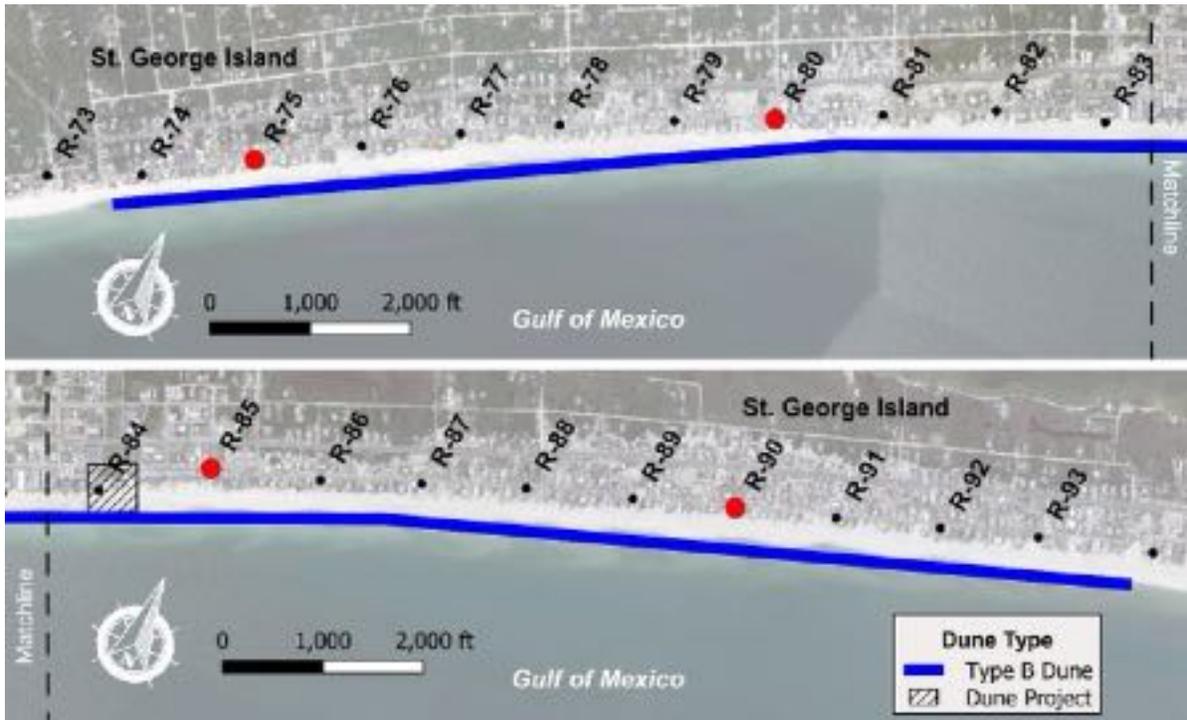
Dune Type	R-Monument Range	Length (feet)
St. George Island		
Type B	R-73.5 to R-93.8	21,100
Alligator Point		
Type C	R-195.8 to R-197.5	1,500
Type A	R-197.5 to R-203.5	6,000
Type B	R-203.5 to R-210	6,500
Alligator Point Revetment	R-210 to R-216	6,050
Type C	R-216 to R-217.2	1,100
Type B	R-217.2 to R-219.9	2,700
Vegetation and Sand Fence	R-219.9 to R-220.7	800
Type C	R-220.7 to R-221.5	800
Vegetation and Sand Fence	R-221.5 to R-222	500
Bald Point		
Type B	R-229.5 to R-230.5	1,200
Vegetation and Sand Fence	R-230.5 to R-232.5	2,150
Type A	R-232.5 to R-235	2,600
Carrabelle Beach Park		
Specific to Carrabelle		800

### 10.1. St. George Island

The Type B Dune concept is suitable for the entirety of St. George Island (R-73.5 to R-93.8 shown in **Figure 22**) as the existing dunes have varying elevations up to and great than +10 feet, NAVD88. The proposed dune would extend seaward from the existing dune (shown in **Figure 16**). Comparing FDEP historical profiles, the Type B Dune would extend the +10-foot contour seaward of where it was located in 1996 (**Figure 17**). Performance of the Type B Dune along St. George Island was modeled in SBEACH with the same storm parameters used in Section 6.0. The SBEACH analysis showed a slight increase in the level of storm protection for a 20+ year storm event to a 30-year storm event. The Type B Dune would not protect the upland structures from a 50-year storm and would be completely eroded during this level of storm.

The average construction volume rate of the proposed dune construction template for St. George Island is 4.91 cubic yards per linear foot (yd<sup>3</sup>/lf). Over the 21,100 feet of the shoreline on St. George Island from R-73.5 to R-93.7 the total in-place volume is estimated at 103,545 cubic yards (yd<sup>3</sup>) (**Table 13**). The estimated cost to construct the dune is \$52 per cubic yard (yd<sup>3</sup>) in place (2022 dollars). Approximately 558,750 dune plants spaced at 12-inch to 18-inch on-center will be installed on the constructed dune. Ten-foot-long sections of sand fencing would be installed at 10-foot spacing along 20% of the project length (21,100 x 0.20 = 4,220 feet) and post and rope

will be installed along 10% of the project length (21,250 x 0.1 = 2,110 feet). **Table 13** summarizes the probable costs of construction for a dune restoration project on St. George Island.



**Figure 22.** Locations of the Conceptual St. George Island dune project and the St. George Island Park dune project.

**Table 13.** St. George Island Conceptual Dune Project - Preliminary Opinion of Probable Construction Costs.

Description	Quantities	Unit Cost	Costs in 2021 Dollars
<b>Type B Dune</b>			
Sand Placement	103,545 yd <sup>3</sup>	\$52/yd <sup>3</sup>	\$5,384,326
Native Dune Vegetation	554,777	\$1.25/plant	\$693,471
Sand Fence	422	\$250/fence	\$105,500
Post and Rope Fence	2,110 feet	\$50/lf	\$105,500
Engineering, Design, Permitting		20% of total	\$1,257,760
<b>Totals:</b>			<b>\$7,546,557</b>

### 10.2. St. George Island County Park

The existing beach at the St. George Island County Park near R-84 is relatively wide (less than 200 feet) and is comprised of a dune system with elevations greater than +10 ft, NAVD88. A dune with a +10 ft, NAVD 88 crest height and a crest width ranging from 15 to 30 feet was determined to be the optimum design for the park. The proposed dune would leave an 80-to-100 foot berm width seaward of the proposed dune. The dune would be vegetated with native coastal vegetation to help stabilize the dune. Native vegetation will also be placed landward of the dune to fill in areas of the county park currently lacking vegetation. Coastal hammock plant species consisting of Scrub Oak, Saw Palmetto, Cabbage Palms, Slash Pine, Sand Live Oak, and Florida Rosemary will be placed between the existing gazebos and the CCCL line along the existing dune walkover. The project would also include 1,727 feet of post and rope fencing around the dune and throughout the county park to protect the native coastal vegetation. The dune would have a fill rate of 2.99 yd<sup>3</sup>/lf over 452 feet of shoreline for a total volume of 1,353 yd<sup>3</sup> (**Table 17**). MRD Associates, Inc has submitted a CCCL permit application to FDEP for this dune project.

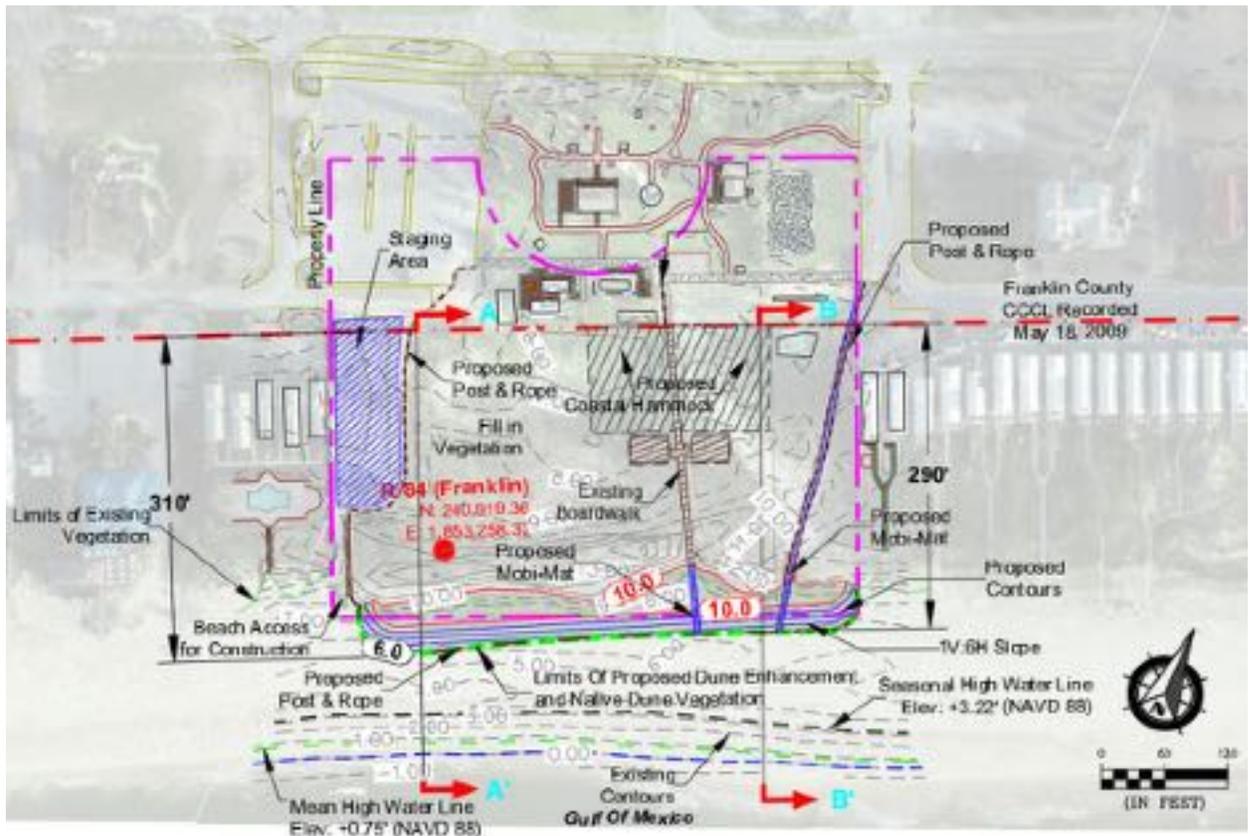


Figure 23. Proposed Dune Dimensions excerpted from FDEP CCCL permit application.

**Table 14.** St. George Island County Park - Preliminary Opinion of Probable Construction Costs.

Description	Quantities	Unit Cost	Costs in 2021 Dollars
Sand Placement	1,353 yd <sup>3</sup>	\$52/yd <sup>3</sup>	\$70,376
Native Dune Vegetation	13,958	\$1.25/plant	\$17,448
Hammock Vegetation	82	\$40-90/plant	\$5,595
Post and Rope Fence	1,728	\$50/ft	\$86,400
Engineering, Design, Permitting		20% of Total	\$35,964
<b>Totals:</b>			<b>\$215,782</b>

### 10.3. Alligator Point

The shoreline between R-197.5 and R-203.5 (**Figure 24**) has a large beach width of greater than 120 feet and low elevations suitable for a Type A Dune which will generally provide an 80-foot beach berm if constructed. A SBEACH model run was conducted at R-198 and simulated 30- and 50-year storm events with the conceptual Type A dune constructed. The results found that the 30-year storm would likely not capture the upland structures along this beach segment. A 50-year storm event is predicted to cause significant beach and dune erosion, potentially capture all the structures within the erosion profile and over wash Alligator Drive. The conceptual Type A Dune would have 1V:4H slopes and a fill rate of 3.77 yd<sup>3</sup>/lf for a total volume of 22,614 yd<sup>3</sup>. The revetment shoreline (R-210 and R-216) is not suitable for construction of a dune. However, a beach and dune restoration project are in the planning stages for construction in 2025-2026.

The conceptual Type B Dune is the optimal alternative for R-203.5 to R-210 and R-217.2 to R-219.9. These beach sections have a significant distance between the seaward structures and shoreline, and existing dune elevations of +10 feet, NAVD88 or greater providing storm protection greater than a 20-year storm event. Similar to the Type B Dunes on St. George Island, the proposed dune would mitigate for dune erosion, enhance the existing dune system, and increase the level of storm protection up to a 30-year storm event. The construction template has an estimated average construction volume rate of 3.25 yd<sup>3</sup>/lf for a total volume of 29,734 yd<sup>3</sup>. The preliminary opinion of probable construction costs for Alligator Point is found in **Table 15**.

There are three shoreline sections on Alligator Point where a Type C Dune is most-appropriate due to the narrow beach and low existing dune elevations: R-195.8 to R-197.5, R-216.5 to R-217.2 and R-220.7 to R-221.5. Type C Dune would provide minimal storm protection for up to a 20-year storm event. This is an increase over the existing conditions of no storm protection for a 20-year storm. An analysis of the historical profiles provided by DEP shows the dune extending above the historic 1996 profile (**Figure 20**). The average construction volume rate of this type of dune on Alligator Point would be 3.19 yd<sup>3</sup>/lf for a total volume of 10,856 yd<sup>3</sup>.

A proposed project along the shoreline segment of Alligator Point from R-220 to R-220.7 and R-221.5 to R-222 would be Vegetation and Sand Fence Only due to the narrow beach widths of 40 to 60 feet and proximity of the shoreline to the structures. Approximately 13,000 square feet of

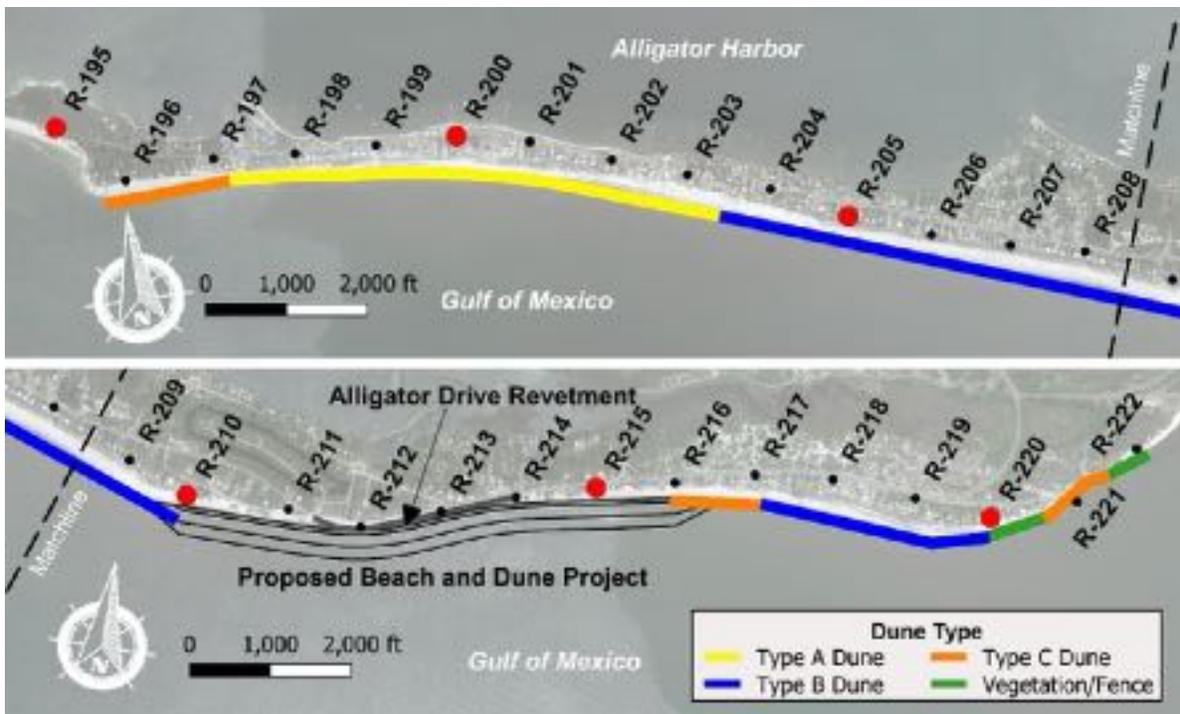
beach would be vegetated with 17,333 native dune plants using various species with 26 sections of 10-foot-long sand fence.

**Table 15** summarizes the construction volumes for each of the dune types and estimated costs associated with the design, permitting, and construction of a project on Alligator Point. Due to Alligator Point being further from the sand mines, we estimated the construction cost for the dune to be \$55/yd<sup>3</sup> in place (2022 dollars).

#### 10.4. Bald Point

At the northern shoreline of Bald Point just north of the outfall from R-232.5 to R-235 (**Figure 25**), the Type A Dune along this section is suitable due to the structural setbacks of over 200 ft. The maximum dune elevations seaward of the structures range between +7 to +9 feet, NAVD88 and a proposed +10-foot dune would extend seaward of the existing dunes and provide protection up to a 30-year storm. The construction volume rate for a proposed construction template is estimated to be 3.77 yd<sup>3</sup>/lf over the 2,600 feet of shoreline or 9,799 yd<sup>3</sup>.

The landward end of the Type B Dune between R-229.5 and R-230.5 would taper into the existing dune system and would provide storm protection up to a 30-year event along the southern end of Bald Point (**Figure 25**). The historical profiles on Bald Point indicate that implementing a conceptual Type B dune would restore the dune system to the 1996 profile. The average construction volume rate of sand for this dune is 3.19 yd<sup>3</sup>/lf over the 1,200-foot shoreline or a total volume of 3,829 yd<sup>3</sup> (**Table 16**).



**Figure 24.** Alligator Point dune type and the proposed Beach and Dune Restoration Project.

Multiple structures in the middle of Bald Point (R-230.5 to R-232.5) are directly on the water or within 100 feet of the shoreline. It is unlikely that any dune or vegetation can be placed in front of these structures and not encroach the existing dry beach. Further inland are areas where an estimated 64,500 plants can be placed to help enhance and build dunes from captured wind-blown sand, as well as sand fences every 10 feet and post and rope where necessary. Vegetation planting can be completed within existing bare spots.

**Table 16** summarizes the volumes for each of the dune types and the preliminary opinion of probable construction costs associated with the design, permitting, and construction of a project on Bald Point. Due to the greater distance between the sand mines and fill area, the cost of sand will be approximately \$55/yd<sup>3</sup> (2022 dollars).

### 10.5. Carrabelle Beach

The existing beach at the Carrabelle Beach Park is both relatively wide (less than 200 feet) and is comprised of a low-profile dune system. **Figure 26** shows the existing beach conditions at Carrabelle Park. A small dune with an +8 ft, NAVD 88 crest height and a 10-foot crest width was determined to be the optimum design for the park based on SBEACH modeling. For reference, the elevation of the parking lot is approximately +8 feet, NAVD 88. The proposed dune would leave a 75-to-100-foot berm width seaward of the proposed dune. This design would also provide storm protection between a 20- and 30-year storm event. The dune would have a fill rate of 2.45 yd<sup>3</sup>/lf, for a total volume of 1,954 yd<sup>3</sup> (**Table 17**).

**Table 15.** Alligator Point - Preliminary Opinion of Probable Construction Costs.

Description	Quantities	Unit Cost	Costs in 2021 Dollars
<b>Type A Dune</b>			
Sand Placement	22,614 yd <sup>3</sup>	\$55/yd <sup>3</sup>	\$1,243,770
Native Dune Vegetation	149,408	\$1.25/plant	\$186,759
Sand Fence	120	\$250/fence	\$30,000
Post and Rope Fence	600 feet	\$50/ft	\$30,000
<b>Type B Dune</b>			
Sand Placement	29,734 yd <sup>3</sup>	\$55/yd <sup>3</sup>	\$1,635,381
Native Dune Vegetation	177,817	\$1.25/plant	\$222,271
Sand Fence	184	\$250/fence	\$46,000
Post and Rope Fence	920	\$50/ft	\$46,000
<b>Type C Dune</b>			
Sand Placement	10,856 yd <sup>3</sup>	\$55/yd <sup>3</sup>	\$597,091
Native Dune Vegetation	70,002	\$1.25/plant	\$87,501
Sand Fence	68	\$250/fence	\$17,000
Post and Rope Fence	340	\$50/ft	\$17,000
<b>Vegetation and Sand Fence Only</b>			
Native Dune Vegetation	17,333	\$1.25/plant	\$21,667
Sand Fence	26	\$250/fence	\$6,500
Post and Rope Fence	130	\$50/ft	\$6,500
Engineering, Design, Permitting		20% of Total	\$838,688
<b>Totals:</b>			<b>\$5,032,130</b>

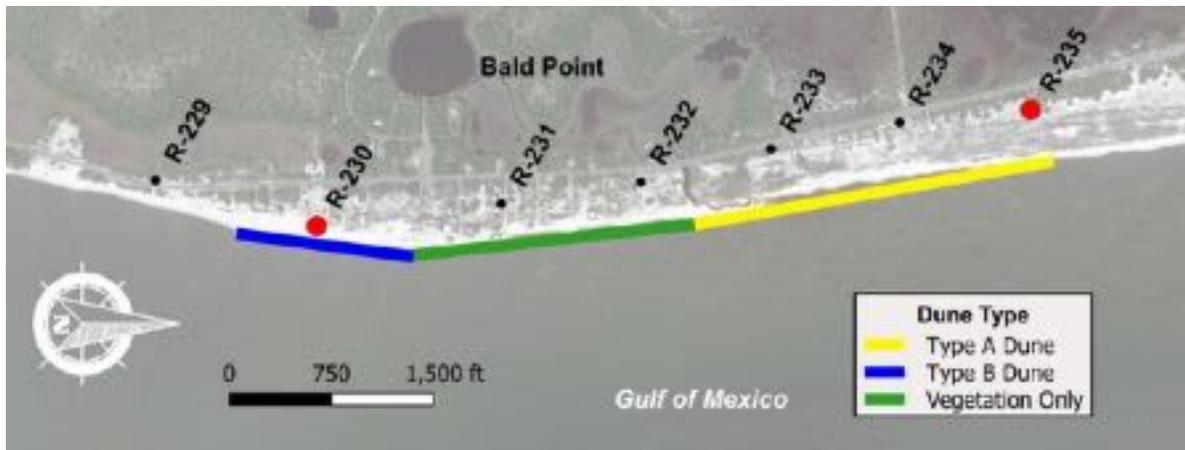


Figure 25. Bald Point dune type locations.

Table 16. Bald Point - Preliminary Opinion of Probable Construction Costs.

Description	Quantities	Unit Cost	Costs in 2021 Dollars
<b>Type A Dune</b>			
Sand Placement	9,799 yd <sup>3</sup>	\$55/yd <sup>3</sup>	\$538,5967
Native Dune Vegetation	64,743	\$1.25/plant	\$80,929
Sand Fence	52	\$250/fence	\$13,000
Post and Rope Fence	260 feet	\$50/ft	\$13,000
<b>Type B Dune</b>			
Sand Placement	3,829 yd <sup>3</sup>	\$55/yd <sup>3</sup>	\$210,606
Native Dune Vegetation	23,421	\$1.25/plant	\$29,276
Sand Fence	24	\$250/fence	\$6,000
Post and Rope Fence	120 feet	\$50/ft	\$6,000
<b>Vegetation Only</b>			
Native Dune Vegetation	64,500	\$1.25/plant	\$80,625
Sand Fence	43	\$250/fence	\$10,750
Post and Rope Fence	215 feet	\$50/ft	\$10,750
Engineering, Design, Permitting		20% of Total	\$199,981
<b>Totals:</b>			<b>\$1,199,884</b>

**Table 17.** Carrabelle Park - Preliminary Opinion of Probable Construction Costs.

Description	Quantities	Unit Cost	Costs in 2021 Dollars
Sand Placement	1,954 yd <sup>3</sup>	\$52/yd <sup>3</sup>	\$101,632
Native Dune Vegetation	18,396	\$1.25/plant	\$22,995
Sand Fence	16	\$250/fence	\$4,000
Post and Rope Fence	1,240	\$50/ft	\$62,160
Engineering, Design, Permitting		20% of Total	\$38,157
<b>Totals:</b>			<b>\$228,944</b>



**Figure 26.** Existing conditions of Carrabelle Beach

## 10.6. County Wide Dune Vegetation

Coastal vegetation can be planted at the toe of the dune along the county’s shoreline as an alternative to provide some dune stabilization and enhancement to the existing dune system. A varied vegetation footprint of between 6 and 7.5 feet wide could be installed along the toe of the dune. The vegetation would be placed along the approximately 11 miles of the 4 project segments shown in **Figure 27**. The native coastal vegetation would be placed on 18” centers in staggered rows to help achieve a natural look. The cost is estimated at \$1.25 per plant, including the installation. The total number of plants to be installed is estimated at 171,500 with the final number to be determined during a design phase (**Table 18**).

**Table 18.** County wide dune vegetation project - Preliminary Opinion of Probable Construction Costs.

Description	Quantities	Unit Cost	Costs in 2021 Dollars
Native Dune Vegetation	171,500	\$1.25/plant	\$214,375
Engineering, Design, Permitting		20% of Total	\$42,875
<b>Totals:</b>			<b>\$257,250</b>



Figure 27. County wide dune vegetation project limits

### 10.7. Native Beach and Dune Vegetation

Native dune vegetation provides significant benefits to beaches, dunes, uplands and wildlife (FDEP, 2022). *Salt tolerant dune plants:*

- *build protective dunes by trapping and stabilizing wind-blown beach sand,*
- *reduce erosion losses by wind and storms,*
- *provide a buffer against storm surges and salt spray,*
- *provide shelter for wildlife, and*
- *block light pollution for nesting and hatchling sea turtles.*

Restored dunes should be planted with native vegetation within 14-days of project completion. However, there are shoreline segments on Alligator Point and Bald Point that do not have adequate space to fit any of the three dune types (“A”, “B” and “C”). The placement of dunes within these areas may significantly decrease dry beach berm width or the dune feature may be eroded during small storm events if the dune is too close to the MHWL. In these locations, vegetation can be used to start, grow, and stabilize existing sand features. Planting native dune vegetation is typically appropriate for any type of beach and dune system. Even though this alternative may provide negligible storm protection, the establishment of resilient vegetation will grow dunes through the accumulation of wind-blown sediments. Sea oats (*Uniola paniculata*) typically cover 60-80% of the total area but will vary per project location and distance from the

MHWL. Bitter panicum (*Panicum amarum*), Beach Morning Glory (*Ipomoea imperati*) and Silver Sea Oxeye Daisy (*Borrichia frutescens*) are other typical native dune vegetation among others found along the NW Florida beaches that can be planted in the remaining areas. Some additional species provided by FDEP are listed below. Further guidance on the dune planting and suggested recommendations is provided within the *Dune Restoration and Enhancement for the Florida Panhandle* guide (<https://edis.ifas.ufl.edu/sg156> )



**Figure 28.** Sea oats (*Uniola paniculata*) (top left), Bitter panicum (*Panicum amarum*) (top right), Beach Morning Glory (*Ipomoea imperati*) (bottom left) and Silver Sea Oxeye Daisy (*Borrichia frutescens*) (bottom right).



## Recommended Florida Native Beach and Dune Plants for Beachfront Properties and Dune Restoration

### Description

This plant list has been compiled by Coastal Conservation Association (CCA) staff in conjunction with homeowners and professionals in the five native plants regions of Florida to grow well on Florida dunes and to be available for sale in Florida nurseries. Beach dune plants are adapted to harsh environments, yet require a moderate level of protection from wind, salt spray, wind, waves and storm surge, unlike the more sensitive plants that are off well-streets and parking lots.

### Notes:

1. Soil tolerance: high (tolerant of heavy and frequent salt spray, soft water flooding); moderate (tolerant of salt spray but subject to leaf burn from heavy salt spray or root damage from flooding); low (tolerant of salt spray and wind but not soft water or frequent salt water flooding and usually in protected areas).
2. Region: NW = north central Florida (north of Ft. Pierce); SW = Florida in Gulf counties; NE = Florida in Volusia counties; SE = Florida in Collier counties; Keys = restricted to the Florida Keys and adjacent Dade and Monroe County islands. Regions have primarily been determined by the historic distribution of the plant in Florida's coastal upland natural communities, not necessarily by the range of areas or habitats where the plant could survive.
3. Soil Moisture: moist (subject to flooding or water table near surface); moderate (not subject to frequent flooding but not associated with deep water or direct conditions) (adapted to deep sand, dune ridges, or well drained rocky soils); and variations for plants adapted across a range of conditions.
4. The native status of plants marked with an asterisk (\*) has been questioned due to use of nurseries or seedling recruitment of past populations in the

### References:

1. Keeler, G. 2008. Florida's Best Native Landscapes: Native 200 readily available species for homeowners and professionals. Florida Association of Native Nurseries, University Presses of Florida.
2. Williams, M. 2007. [Native Plants for Coastal Dune Restoration: what, when and how for Florida](#). USDA, NRCS, Brooksville Plant Materials Center, Brooksville, Florida.
3. Vanderlin, Richard P., et al. [Plant Atlas](#). University of South Florida.

### Dune Grasses

Scientific Name	Common Name	Salt Tolerance	NW/SW/NE/SE/Keys	Soil Moisture
<i>Eleocharis spicata</i>	salt grass	high	a	moist
<i>M. Floribergia capillaris</i> var. <i>filipes</i>	Salt meadow rush grass	moderate	a	moderate
<i>Panicum amarium</i>	litter panic grass	high	a	dry
<i>Panicum repens</i> var. <i>virgatum</i>	swamp panic grass	high	a	moderate
<i>Sporobolus vaginatus</i>	coastal clasp grass	high	a	moderate
<i>Sporobolus vaginatus</i>	marsh hay	high	a	moderate
<i>Sporobolus vaginatus</i>	sea oats	high	a	moist
<i>Uniola paniculata</i>	sea oats	high	a	dry

### Groundcovers

Scientific Name	Common Name	Salt Tolerance	NW/SW/NE/SE/Keys	Soil Moisture
<i>Beckmannia stricta</i>	sea purslane	high	NW, SE, Keys	moist
<i>Beckmannia stricta</i>	sea purslane	high	all	moist
<i>Conoclinium canadense</i>	beach rosemary	moderate	NW	dry
<i>Eriogonum fasciculatum</i>	golden beach reed	high	SW, SE, Keys	moderate-dry
<i>Salicornia peruviana</i>	bladder flower	moderate	all	dry
<i>Helianthus debilis</i>	East Coast dune sunflower	high	E, SE, Keys	dry
<i>Helianthus debilis</i> var. <i>concolor</i>	cucumber seed dune sunflower	high	NE, NW	dry
<i>Helianthus debilis</i> var. <i>scaberrimus</i>	West Coast dune sunflower	high	SW	dry
<i>Hymenocallis littoralis</i>	beach spider lily	high	SW, NE, SE, Keys	moist-dry
<i>Ipomoea pes-caprae</i>	beach morning glory	high	all	moderate-dry
<i>Ipomoea pes-caprae</i>	rat road lily	high	all	moderate-dry
<i>Lythrum hysserifolium</i>	beach elder	high	all	moist-dry
<i>Sesuvium portulacastrum</i>	sea purslane	high	all	moist-moderate
<i>Amelanchier alnifolia</i>	sea holly	high	NW, SW, NE, SE	moist-moderate
<i>Nyssa flammula</i>	Adam's needle	moderate	NW, SW, NE, SE	dry

Recommended Florida Native Beach and Dune Plants (continued)

Vines

Scientific Name	Common Name	Salt tolerance	NW/SW/NE/SE/Keys	Soil Moisture
<i>Bignonia cathartica</i>	crossvine	moderate	NW, SW, NE, SE	moderate
<i>Leavenworthia sempervirens</i>	Carolina goosevine	moderate	NW, SW, NE, SE	moist - dry
<i>Ipomoea alba</i>	morning glory	high	NW, SE, Keys	moist - dry
<i>Panicum polyanthum</i>	wildflower	high	SW, SE, Keys	dry
<i>Vitis rotundifolia</i>	cordarone	moderate	NW, SW, NE, SE	moderate - dry

Shrubs

Scientific Name	Common Name	Salt tolerance	NW/SW/NE/SE/Keys	Soil Moisture
<i>Ardelia coccinifolia</i>	redberry	moderate	SW, SE, Keys	moderate
<i>Angelica gnaphalodes</i>	sea lavender	high	SE, Keys	dry
<i>Chrysanthemum leucanthemum</i>	moon daisy	moderate	NW, SE, Keys	moderate - dry
<i>Erithronium albidum</i>	white poppy	low	all	moderate - dry
<i>Ipomoea villosa</i>	white stopper	low	NW, SE, Keys	moderate
<i>Ipomoea fastida</i>	Spanish stopper	low	NW, SE, Keys	moist - moderate
<i>Fernandesia squarrosa</i>	Florida olive	low	SW, NE, SE, Keys	moist - moderate
<i>Leucaena leucocarpa</i>	yellow	moderate	NW, SW, NE, SE	moderate - dry
<i>Myrica carthagenensis</i>	sea myrtle	moderate	all	moist - moderate
<i>Quercus geminata</i>	sand live oak	moderate	NW, SW, NE, SE	dry
<i>Dyermis maritima</i>	myrtle oak	moderate	NW, SW, NE, SE	dry
<i>Bapanea punctata</i>	myrtle	moderate	SW, SE, Keys	moist - dry
<i>Sesuvium portulacastrum</i>	sea purslane	high	all	moist - dry
<i>Suriana maritima</i>	sea purslane	high	NW, SE, Keys	dry
<i>Zinnia aurea</i>	coastal zinnia	moderate	SW, NE, SE, Keys	dry

Thorn/Scrub Plants

Scientific Name	Common Name	Salt tolerance	NW/SW/NE/SE/Keys	Soil Moisture
<i>Agave schottlandii</i>	foxtail agave	high	SW, SE, Keys	dry
<i>Sulandria borborensis</i>	gray cholla	moderate	SW, SE, Keys	moderate - dry

Scientific Name	Common Name	Salt tolerance	NW/SW/NE/SE/Keys	Soil Moisture
<i>Erithronium albidum</i>	white poppy	low	all	dry
<i>Alphitonia daniellii</i>	pearly poppy	high	all	moist - dry
<i>Sesuvium portulacastrum</i>	sea purslane	high	all	moist - dry
<i>Sida acuta</i>	rough holly	low	SW, SE	dry
<i>Sida acuta</i>	rough holly	moderate	all	dry
<i>Stemodia americana</i>	hog plum	low	NE, SE	dry
<i>Yucca alopecuroides</i>	Spanish bayonet	high	all	dry
<i>Yucca filamentosa</i>	Adam's needle	moderate	NW, SW, NE, SE	dry
<i>Yucca angustifolia</i>	manzanilla yucca	moderate	NW, SW, NE	dry
<i>Zinnia aurea</i>	coastal zinnia	moderate	NW, SW, NE, SE	dry
<i>Zinnia mexicana</i>	wild zinnia	moderate	SW, NE, SE, Keys	moderate - dry

Trees

Scientific Name	Common Name	Salt tolerance	NW/SW/NE/SE/Keys	Soil Moisture
<i>Acacia farnesiana</i>	sweet acacia	moderate	all	moist - dry
<i>Baccharis halimifolia</i>	salt bush	high	all	moist - moderate
<i>Bumelia seminae</i>	gumbo limbo	moderate	SW, SE, Keys	moderate - dry
<i>Casipouira guianensis</i>	lemon and pepper	moderate	SW, SE, Keys	dry
<i>Casipouira guianensis</i>	lemon and pepper	low	NW, SW, NE, SE	moist - moderate
<i>Chrysophyllum oliviforme</i>	satin leaf	moderate	SE, Keys	moderate - dry
<i>Citharexylum baccatum</i>	black leaf	moderate	SE, Keys	dry
<i>Coccoloba diversifolia</i>	pig iron palm	high	SW, SE, Keys	moderate - dry
<i>Coccoloba odifera</i>	sea grape	high	SW, SE, Keys	moderate - dry
<i>Conocarpus erectus</i>	buttonwood	high	SW, SE, Keys	moist - moderate
<i>Cordia alliodora</i>	alligator tree	moderate	SW, SE, Keys	moderate - dry
<i>Cordia alliodora</i>	alligator tree	moderate	SW, SE, Keys	moderate
<i>Ilex altissima</i>	East Palatka holly	low	NW, SW, NE, SE	moderate
<i>Ilex cassida</i>	dahoon holly	low	NW, SW, NE, SE	moist - moderate
<i>Ilex opaca</i>	American holly	low	NW, SW, NE, SE	moderate
<i>Ilex umbellata</i>	yellow holly	moderate	NW, SW, NE, SE	moderate - dry

Recommended Florida Native Beach and Dune Plants (continued)



Florida Department of Environmental Protection  
Office of Resilience and Coastal Protection  
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Tallahassee, Florida 32310-2000  
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Scientific Name	Common Name	Salt Tolerance	NW/SW/NE/SE/Keys	Soil Moisture
<i>Juniperus flaccida</i>	soft pine	moderate	NW, SW, NE, SE	moderate
<i>Leucaena leucocarpa</i>	iron tree	high	SW, SE, Keys	moist - moderate
<i>Muhlenbergia gracillima</i>	sea from muhlenberg	moderate	NW, SW, NE	moderate
<i>Rhus glabra</i>	swamp gum	moderate	NW, SW, NE, SE	dry
<i>Rhus glabra</i> ssp. <i>densa</i>	slip pine	moderate	NW, SW, NE, SE, Keys	moist - moderate
<i>Scaevola geminata</i>	sea purslane	moderate	NW, SW, NE, SE	moderate - dry
<i>Quercus virginiana</i>	live oak	moderate	NW, SW, NE, SE, Keys	moderate - dry
<i>Sida acuta</i>	pink nettle	moderate	SW, SE, Keys	moderate

**Palms**

Scientific Name	Common Name	Salt Tolerance	NW/SW/NE/SE/Keys	Soil Moisture
<i>Acrocomia major</i>	key palm	moderate	SW, SE, Keys	moist - moderate
<i>Coccothrinax argentea</i>	silver palm	high	SE, Keys	dry
<i>Subeleocharis</i>	parrot palm	high	all	moist - moderate
<i>Serenoa repens</i>	sea palm	high	all	moist - dry
<i>Trachycarpus maximiliani</i>	trumpet palm	moderate	Keys	dry
<i>Thrinax parviflora</i>	Florida scrub palm	moderate	Keys	dry

For more information call Fritz Wettstein at 904/245-8020 or email [fritz.wettstein@fldrules.com](mailto:fritz.wettstein@fldrules.com).

Coastal Construction Control Line Program, Office of Resilience and Coastal Protection,  
Florida Department of Environmental Protection, 2900 Blair Stone Road, Mail Station 5522, Tallahassee, Florida 32310-2400  
904/245-8256 voice 904/245-8419 fax [ced@rules.state.fl.us](mailto:ced@rules.state.fl.us)

### 10.8. Sand Fencing Guidelines

Wind-blown sand is transported along the beach and may be trapped and collected by sand fences to assist in building sand dunes. Fences should be raised before the sand accumulates to a depth of 18 inches and can no longer trap sand. The installation of sand fencing may be restricted along high density marine turtle nesting beaches or where the dry beach area is too narrow to supply wind-blown sand to be effective or the shoreline is subjected to frequent erosion. The U.S. Fish and Wildlife Service also discourages the installation of long segments of sand fencing along marine turtle nesting beaches and should be installed along selective shorelines where sand fencing would be the most effective. The following Sand Fence Guidelines (FDEP, 2020) are provided below:



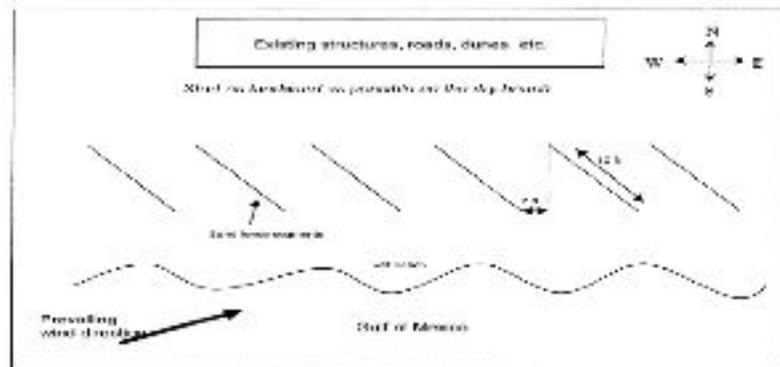
## Sand Fencing Guidelines

Florida Department of Environmental Protection  
Office of Freshwater and Coastal Protection  
Coastal Construction Control Line Program  
2901 Hill Street, Tallahassee, FL 32310  
Tallahassee, Florida 32309-2901  
tall@dep.state.fl.us  
1850-484-4111

Sand fences can assist dune vegetation and placement of beach compatible sand in rebuilding sand dunes by trapping windblown sand. Standard fencing used in dune restoration projects consists of wooden slats wired together with space between the slats as originally designed for snow fences. Sand fence designs with woven fabric type fencing have also been successful. Whatever the material being used, the fence is recommended to have a 40% open space to 60% closed space ratio for most effective sand trapping. Fabric-type fences might not hold up as well as the wooden slats since they are more susceptible to ultraviolet degradation.

Sand fences are usually 2 to 4 feet high and recommended to be lifted and repositioned prior to becoming 50% buried. If completely buried in sand, the fence loses the ability to collect more sand and the fence materials become difficult to remove and potential safety hazards.

Sand fences require Coastal Construction Control Line permits and must be installed outside of sea turtle nesting season with minimal risk to nesting sea turtles. Sand fences are best located seaward of the crest of the primary dune and for sea turtle protection must be configured as follows: a maximum of ten (10) foot long runs of sand fencing spaced at a minimum of seven (7) feet on a diagonal alignment (facing the predominant wind direction) along the shoreline. Only one row is allowed within sea turtle nesting habitat.



If the primary reason for sand fencing is to control pedestrian access, a post and rope fence with a single strand of rope a minimum of three feet in height is preferred to reduce the amount of material in the dune system.

**Florida Fish and Wildlife Conservation Commission**  
Contact: Imperiled Species Management (850) 922-4330 or [marine.turtle@myfwc.com](mailto:marine.turtle@myfwc.com)

## 10.9. Dune Walkover Guidelines

Dune Walkovers and designated Beach Access Points should be used to cross the dunes from the uplands to the beach and direct foot and vehicular traffic. Continual on-grade traffic will damage dune vegetation and cause the sand dunes to erode and become more susceptible to storm damage. A dune system with well-established vegetation will provide a strong defense against storms. The following Dune Walkover Guidelines (FDEP, 2021d) are provided below:



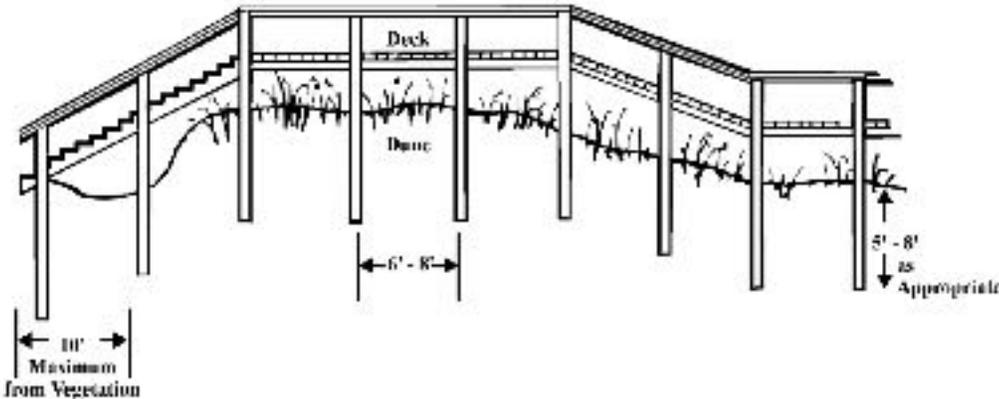
Florida Department of Environmental Protection  
Office of Beaches and Coastal Protection  
Coastal Construction Control Line Program  
[www.dep.state.fl.us/CCCL](http://www.dep.state.fl.us/CCCL)  
CCCL Group Home Rule  
(850) 245-3000

### COASTAL CONSTRUCTION CONTROL LINE DUNE WALKOVER GUIDELINES

On many of Florida's beaches, coastal dunes provide significant protection to upland property, wildlife habitat, and the beach dune system. The Florida Department of Environmental Protection (FDEP) encourages coastal resilience design features for beach access and dune walkovers to protect dune topography, dune plants and coastal wildlife from construction impacts, damaging foot traffic and to allow for the natural recovery of damaged or eroded dunes.

#### TYPICAL DUNE WALKOVER PROFILE

← to the water



The diagram shows a cross-section of a dune walkover. A wooden deck is supported by vertical posts. The deck is 6'-8' wide. The posts are 10' maximum from vegetation. The dune height is 5'-8' as appropriate.

#### PERMIT REQUIREMENTS

A permit from DEP is required for construction of walkovers on most sandy beaches fronting on the open waters of the Atlantic Ocean or Gulf of Mexico. In areas where a Coastal Construction Control Line (CCCL) has been established pursuant to provisions of Section 161.053, Florida Statutes (F.S.), a permit is required for all excavation, construction, or other activities with the potential to cause beach erosion or damage coastal vegetation. On sandy shorelines where a CCCL line has not been established, a permit is required for construction activities within 50 feet of the mean high water line (see Section 161.052, F.S.).

Permits for walkovers contain standard conditions that require construction to be conducted in a manner that minimizes short-term disturbance to the dune system and existing vegetation. Replacing vegetation destroyed during construction with similar plants suitable for beach and dune stabilization is required. Only limited excavation for the placement of support posts is allowed, and walkovers cannot be constructed during the marine turtle nesting season, which extends May 1 through October 31 (except for Brevard through Broward counties, which extends March 1 through October 31).

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## Dune Walkover Guidelines (continued)

### GENERAL SITING GUIDELINES

The walkover must be located and designed to protect dune features, to minimize disturbance of native vegetation, to not obstruct lateral beach access, and to minimize the amount of construction material that may become debris during a storm. Elevated walkovers are not required for all beach accesses, such as in sparsely vegetated, low profile dune areas where on-grade sand or shell paths are suitable for controlling foot traffic. Note that on grade brush mats are considered to be structures that require CCCC permits. Walkovers are generally constructed over the frontal dune and perpendicular to the shoreline. Dune walkovers are designed to extend at least to the seaward toe of the frontal dune or the existing line of vegetation and are allowed no farther than 10 feet seaward of the vegetation. The optimum siting of the walkover structure can be determined by contacting a CCCC Field Inspector.

### GENERAL DESIGN GUIDELINES

Walkovers are designed to be minor, expendable structures that pose only minimal interference with coastal processes and generate minimal amounts of debris. Walkovers constructed across native beach and dune vegetation need to be post-supported and elevated a sufficient distance above the existing or proposed vegetation to allow for sand build-up and clearance above the vegetation. Stairways and ramps leading from the dune bluff or crest down to the beach need to completely span the seaward slope of the dune without installing posts into unstable slopes steeper than approximately 30 degrees. The structure must be designed to minimize the quantity of material used in construction, such as avoiding the use of vertical wood pickets, and reducing the length and width of construction on the beach.

Single family walkovers are not to exceed 4 feet in overall width and the support posts are not to be greater than 4 inch wide posts. Multi family walkovers are not to exceed 6 feet in overall width and the support posts are not to be greater than 6-inch wide posts. Round posts are preferred to square posts. Support posts cannot be encased in concrete nor installed into dune slopes that are steeper than approximately 30 degrees. Support posts are to have a minimum 5 feet of soil penetration or embedment. Cross bracing is not required for most structures when following the designs in the document "Beach/Dune Walkover Structures," referenced at the end of this document. Local governments and property owners are advised to consult with a CCCC Permit Manager prior to requesting a permit for a walkover that contains switchbacks, long ramps or other features required to comply with the Americans with Disabilities Act Accessibility Guidelines.

### WALKOVER ELEVATION GUIDELINES

Walkover heights vary as the structure crosses the beach/dune system. The ground cover changes from the uplands, commonly covered with woody scrub or coastal strand vegetation (saw palmetto/sea grape/scrub oaks), over a dune bluff or one or several dune crest(s), covered with either coastal strand or coastal grassland (sea oats/bitter panicum/marsh hay), down the slope to the dry sand beach, either uncovered bare escarpment or partially covered with beach/dune vegetation (railroad vine/sea rocket/sea oats). Design of the structure and height of the deck from the dune bluff or crest down to the beach also must be considered in setting the walkover elevation with the goal of minimizing the amount of material on the beach.

Walkover Elevations in Uplands. The upland environment of coastal scrub/coastal strand habitat is characterized by more stable soil conditions with less blowing sands and infrequent storm overwash events. The stable conditions allow for the development of a mature woody vegetation and saw palmetto dominated plant community. In addition to thick above ground stem and leaf vegetation between 5 and 15 feet in height, this plant community has an extensive below ground woody root mat. Walkovers in these upland habitats need to be elevated only a sufficient distance above the ground to avoid disturbance of the soil and root systems or cutting of low tree and palmetto trunks. An elevation of the stringers from 6" to 2'-0" above existing grade is expected to be sufficient in many cases. Walkover elevations crossing coastal wetlands within upland areas may require increased elevations. Elevation of the walkover above the leaf canopy is in most cases impractical in coastal

### Dune Walkover Guidelines (continued)

scrub or coastal strand habitats where careful pruning needs to be limited to removal of only those aerial branches to create an open passage. Deck elevations need to be no higher than five feet above grade to provide clearance for vegetation, and the movement of sand, water and sea turtles underneath the structure.

**Walkover Elevations over Bluffs.** The low stringer elevation recommended for uplands can be carried to the landward side of the bluff line. This will reduce the length of a ramp or walkover from the crest down to the beach. Again the objective the walkover elevation is to reduce damage to coastal scrub soils and root systems.

**Walkover Elevations over Dune Crests.** Dune environments are characterized by mobile sands subject to storm effects (which lower grade elevations) and wind effects (which can raise elevation as sand is inspected). Dunes are dominated by coastal grassland plants adapted to the dynamic environment. These include sea oats, bitter panicum, and little bluestem. Walkovers sited within active dune systems are required to be elevated sufficiently to allow for sand movement and growth of vegetation. Walkover designs published in 'Beach/Dune Walkover Structures' referenced below specify a 3'-10" minimum clearance from existing grade to the bottom of the stringers of an up to 6-foot wide (overall dimension) multi-family or public beach access structures, and a 3'-0" minimum clearance to the top of the deck for 4-foot wide single family walkovers.

**Walkover Elevations on Seaward Dune or Bluff Slopes.** The elevation of the walkover at the dune crest and the distance of the seaward terminus from the water's edge determine the height of the steps or ramps crossing the seaward slope. The design objective is to get the structure down to the beach in as short a shore-normal (perpendicular to the shoreline) distance as possible while reducing the shore-parallel coverage of the slope. Department guidelines require that the seaward terminus of the structure be no farther seaward than 10 feet from the line of permanent beach dune vegetation or the toe of the frontal dune. Reducing the seaward encroachment and shore-parallel width decreases the potential for storms interacting with the structure, occupation of sea turtle nesting habitat by the structure, and interference with lateral public beach access. Walkovers designed for the Americans with Disabilities Act often increase the length of walkover ramps on the beach. This requires the need for a site specific review for environmental impacts. The burial of the ramp or step terminus a minimum amount (0.5 to 1.0 feet) foot below grade may allow for use of the walkover after some lowering of the beach elevation from minor storms. However, placement of this terminus below the depth of a post storm beach profile is discouraged as this portion of the walkover will most likely have been damaged by larger storms and to have interfered with coastal processes.

**On-Grade Walkovers.** Elevated walkovers are not necessary in all site conditions and use situations. Where dune development is minimal, beach dune vegetation is sparse and the use infrequent, on-grade footpaths may be preferred. The Department discourages solid concrete walks and footpath surfaces such as stepping stones that create debris or missiles. Other surfaces such as geotextile fabrics, cabled wood planks, or shell require a case by case review. No permanent path surfaces are allowed farther seaward than 10- feet from the dune or vegetation line or within sea turtle nesting habitat.

#### Reference

Beach/Dune Walkover Structures, SUSE-SC-76 by Todd L. Walcott, Jr., and Thomas C. Skinner. Published by the Marine Advisory Program of the Florida Cooperative Extension Service and the Florida Sea Grant, March, 1983.

## 11.0. Permit Feasibility

Any activity seaward of the CCCL and the MHW line will require a CCCL permit from FDEP which would likely be necessary for any of the proposed projects discussed within. FDEP encourages the placement of beach quality sand and native dune vegetation to restore and enhance dune systems, therefore permitting is relatively straight forward. The establishment of an Erosion Control Line (ECL) or a Joint Coastal Permit (JCP) would not be required provided sand is not placed below the MHW line that would extend the shoreline seaward. A USACE permit or Biological Opinion from the U.S. Fish and Wildlife or National Marine Fisheries Service should not be required because the proposed activities will occur upland of the High Tide line. These sections of beach do not contain “critical beach mouse habitat”, however it is within critical nesting habitat for loggerhead sea turtles so construction may be limited to outside of sea turtle nesting season which extends from May 1 to October 30. Florida Fish and Wildlife Conservation Commission (FWC) will also provide comments during the permitting process. Permits and authorization from FDEP can be obtained in approximately 6-months or less from submitting a complete permit application that will also identify the borrow area(s) and sand quality.

## 12.0. Summary

The purpose of this investigation was to identify cost-effective solutions to rebuild and increase the stability of the dunes throughout the Franklin County study shoreline. There are four (4) shoreline segments included in this study 1) St. George Island shoreline between R-73 to R-94, 2) Alligator Point between R-195 to R-222, 3) Bald Point between R-229 to R-235, and 4) Carrabelle Beach.

The primary constraints that determined the types of dunes possible for a particular stretch of shoreline were: 1) the height (or lack) of the existing dune system, 2) the width of the existing dry beach berm, 3) the location of upland structures and infrastructure relative to the shoreline, and 4) the level of storm protection (level of risk) provided by the existing beach and dune system. The greatest benefit of constructing a continuous, contiguous dune feature along the Franklin County beaches is to provide a barrier to storm events, reduce overtopping and flooding to the back dune areas, mitigating for historic dune erosion and creating wildlife habitat.

Three conceptual dune types (A, B and C) were developed through an iterative process by revising the crest height and width to optimize the level of storm protection through SBEACH modeling while maintaining a minimum berm width of 80-feet, where possible. A fourth option consists solely of vegetation and sand fencing where there is not an adequate amount of room to construct a dune feature.

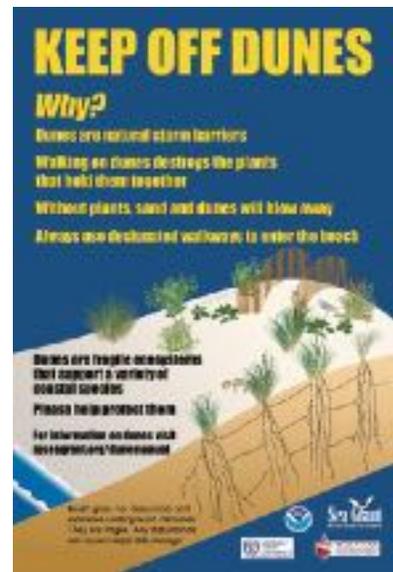
- 1) Portions of Alligator Point and Bald Point are typically characterized by having wide berms, low flat dune features with elevations typically less than +8 feet, NAVD88 and significant structural setbacks from the Gulf of Mexico. The conceptual Type A Dune would have a crest elevation of +10-foot, NAVD88 so not to impede views, crest width varying between 20 to 30-feet and side slopes from 1V:4H to 1V:3H. This dune type is suitable for areas having an existing berm width of a 100-feet or greater. The wider dune crest and more gradual slope of this dune type (1V:4H) allows for greater storm protection and a more natural transition from the dune to the beach berm.

- 2) The entire beach segment of St. George Island between R-73 and R-94 and portions of Alligator Point and Bald Point are typically characterized by wide beach berms, eroded dune faces with and fairly significant structural setbacks from the Gulf of Mexico. The Type B Dune concept extends from an existing dune crest elevation of +10 ft, NAVD88 so not to impede views to the Gulf from the upland structures and can be placed in locations with narrow or wide existing beach berm widths by varying the crest width between 20 to 30 feet and side slopes from 1V:3H to 1V:4H.
- 3) Portions of Alligator Point are typically characterized by narrow berm widths, eroded dune peaks and smaller structural setbacks from the Gulf of Mexico. The Type C Dune concept is similar to the Type A Dune and is suitable for existing dune elevations that are less than +8 feet, NAVD88, and consist of narrower and lower elevation beach berms than beaches suitable for a Type A Dune. The conceptual Type C Dune would have a crest elevation at +10 feet NAVD 1988 so not to impede views, narrow crest width of 10 to 20 feet, and steeper front and back slopes of 1V:3H.
- 4) There are some areas on Alligator Point and Bald Point where there is not adequate room between the existing structures and the shoreline to construct a dune feature. In these locations vegetation and sand fence can be placed to assist in the development and growth of dunes. Initially this option would not provide any storm protection but may increase with the growth of the dune naturally. It should be noted that the sand fence requires periodic maintenance to ensure the optimal long-term performance to capture wind-blown sediments. It is recommended that the fencing be pulled up and reinstalled before it is buried by 2 feet of sand. Otherwise, it will be difficult to impossible to remove the fence and may eventually completely covered becoming ineffective to trap sand.

Post and rope fencing is used to direct pedestrian traffic away from the dunes and to dune walkovers, beach and vehicular accesses and paths. “Keep Off the Dunes” signs should also be installed at the toe of the dune to inform and educate beach goes on the ecological importance of dunes systems.

The conceptual construction templates may need to be refined to fit along a particular beach segment depending on the specific conditions existing at the time of final design. Updated surveys will document the existing grades that will be used to develop the construction templates and update construction volumes. The preliminary opinion of probable construction costs in 2022 dollars are found in **Table 13, 14, 15, and 16** and were based on Gulf County dune projects that were bid and constructed in 2020 and 2021-2022. A price escalation was applied to these unit costs to account for the increased fuel costs since these projects were bid. The preparation of a budget for grant applications or construction should include an adjustment in the unit costs based on the anticipated design, permitting and construction schedule.

The proposed activities seaward of the CCCL will require a CCCL permit from FDEP. FDEP encourages the placement of beach quality sand and native dune vegetation to restore and enhance dune systems, therefore permitting is relatively straight forward. A USACE permit should not be required provided the



proposed activity will occur upland of the High Tide line. Construction may be limited to outside of sea turtle nesting season which extends from May 1 to October 30. Permits and authorization from FDEP can be obtained in approximately 6-months or less from submitting a complete permit application that will also identify the borrow area(s) and sand quality.

### **13.0. Glossary of Coastal Engineering Terminology**

The following terms were obtained from a number of sources and refined for use in this report. The majority of these terms were obtained from the Coastal Engineering Manual (USACE, 2002), [www.Beachapedia.org](http://www.Beachapedia.org), and Chapter 62B-33, Florida Administrative Code (FAC).

#### **ACCRETION**

The accumulation of (beach) sediment, deposited by natural fluid flow processes. Growth (vertical and/or horizontal) of morphological structures (beach, bar, dune, sand bank, tidal flat, salt marsh, tidal channel, etc.) by sedimentation. May be either natural or artificial. Natural accretion is the buildup of land, solely by the action of the forces of nature, on a beach by deposition of water-borne or airborne material. Artificial accretion is a similar buildup of land by reason of an act of man, such as the accretion formed by a groin, breakwater, or beach fill deposited by mechanical means.

#### **BACKSHORE**

That zone of the shore or beach lying between the foreshore and the dunes comprising the BERM or BERMS and acted upon by waves only during severe storms, especially when combined with exceptionally high water. Generally referred to as the landward portion of the dry recreational beach area. The backshore is dry under normal conditions and only exposed to waves under extreme events with high tide and storm surge. Vegetation is generally sparse or absent.

#### **BACK BARRIER**

Sandy region in the lee of a coastal barrier island, barrier spit, or baymouth barrier, often containing significant coarse sediment that has washed in from the seaward side.

#### **BACKRUSH**

The seaward return of water following the uprush of the waves. For any given tide stage, the point of farthest return seaward of the backrush is known as the limit of backrush.

#### **BACKSHORE**

That zone of shore or beach lying between the foreshore and the dunes and acted upon by waves only during severe storms, especially when combined with exceptionally high water. It includes the berm or groins.

#### **BACKSLOPE**

The part of the profile of a hillslope that forms the steepest, typically linear portion of the slope, generally located in the middle and bounded by a convex shoulder above and a concave foot slope below. The backslope may or may not include vertical or near-vertical cliffs.

#### **BAR**

A submerged or emerged embankment of sand, gravel, or other unconsolidated material built on the sea floor in shallow water by waves and currents.

#### **BARRIER ISLAND**

A coastal landform that runs parallel to the coastline, often created when offshore bars are driven onshore by rising sea levels.

**BATHYMETRY**

The measurement of depths of water in oceans, seas, and lakes, and also the information derived from such measurements.

**BEACH**

A zone of unconsolidated material that extends landward from the low water line to the place where there is marked change in material or physiographic form such as the toe of the dune, or to the line of permanent vegetation (usually the effective limit of storm waves).

**BEACH BERM**

A nearly horizontal shore parallel ridge formed on the beach formed by the landward transport of the coarsest fraction of the beach material by the wave uprush. Some beaches have no berms, others have one or several. Under normal conditions a beach berm is formed on the upper part of the beach face, and over the backshore during severe events. Beach berms are sometimes artificially reinforced as coastal protection measure.

**BEACH CUSPS**

One of a series of short scallop-like ridges on the foreshore separated by crescent-shaped troughs or depressions spaced at more or less regular intervals along the beach. Typically, these are spaced between a few meters and a few tens of meters consisting of small embayment between protruding horns.

**BEACH FACE**

Is the zone between the mean low water (MLW) and the seaward beach berm, which is equivalent to the upper limit of wave run-up at high tide. The beach face is the part of the beach which is wetted due to the varying tide and swash under normal conditions.

**BEACH FILL**

Material placed on a beach to nourish eroding shorelines, usually pumped and placed by a dredge but sometimes delivered by trucks. The supply of beach sand for the construction of an artificial beach.

**BEACH NOURISHMENT**

Beach nourishment is the supply of sand to the beach to increase the recreational value and/or to compensate for the effect of shore erosion by feeding sand on the beach.

**BEACH WIDTH**

The horizontal dimension for the beach measured normal to the shoreline and landward of the higher-high tide line.

**BERM**

In a barrier beach system, the relatively flat, sandy area between the berm crest and the dunes formed by the deposit of material by wave action. Some beaches have no berm, others have one or several.

**BERM CREST**

The seaward limit of a berm.

**BEACH COMPATIBILITY MATERIAL OR BEACH QUALITY SAND**

In general, fill material shall be sand that is similar in coloration and grain size as the existing natural sands. It shall be free of debris, rock, clay, organic matter or other foreign matter and shall not result in cementation of the beach. Beach-compatible fill material will be predominantly quartz sand of a mean grain size diameter between 0.20mm and 0.45mm, with a moist Munsell color value/chroma of 7/1 or lighter and a similar quantity of shell as the existing natural beach.

#### BEACH AND OFFSHORE PROFILES

Survey measurement of the elevations of the beach surface taken along a line that runs from the dune across the beach to the Depth of Closure. A profile is the shape of the beach and offshore if one had taken a vertical cut from the dune to the offshore and looked at from the side. Profiles taken at different dates can be compared to illustrate and quantify storm, seasonal, and longer-term changes in beach width, height, volume, and shape.

#### BORROW AREA OR SITES

Located offshore in the form of drowned barrier islands, oblique sand bodies and longshore sand bars, near to shore in the form of flood and ebb tidal deltas, or on land. This sand is used for beach and dune nourishment by excavating the material from these features, transporting, placing and forming to the specified construction template. Sand may also come from navigation channel maintenance dredging activity.

#### BRUUN RULE

A linear relationship between sea level rise and shoreline recession based on equilibrium profile theory, which asserts that shore face profile maintains an equilibrium shape, and as sea level rises the increasing accommodation space forces this equilibrium profile landward and upward to preserve its shape relative to the new sea level.

#### COAST

A strip of land of indefinite width that extends from the shoreline inland to the first major change in terrain features. Coastal zones are regions where the interaction of terrestrial and marine processes occurs.

#### COASTAL CONSTRUCTION CONTROL LINE (CCCL) OR CONTROL LINE

Is the line established pursuant to the provisions of Section 161.053, F.S., and recorded in the official records of the county, which defines that portion of the beach-dune system subject to severe fluctuations based on a 100-year storm surge, storm waves, or other predictable weather conditions.

#### COASTAL ZONE

The transition zone where the land meets the water, the region that is directly influenced by marine and lacustrine hydrodynamic processes. Extends offshore to the continental shelf break and onshore to the first major change in topography above the reach of major storm waves. On barrier coasts, includes the bays and lagoons between the barrier island and the mainland.

#### CONSTRUCTION TEMPLATE

The specified grade, elevations, slope that sand will be placed and shaped to nourish a beach.

#### CONTOUR

A line marked on a topographic map or chart which connects points of equal elevation above or below a specified reference datum. Multiple contour lines, each representing a different elevation, are depicted together to show the shape of the terrain within the map area.

#### CRITICALLY ERODED SHORELINE

Pursuant to Rule 62B-36.002(5), Florida Administrative Code (FAC), *where natural processes or human activity have caused or contributed to erosion and recession of the beach or dune system to such a degree that upland development, recreational interests, wildlife habitat, or important cultural resources are threatened or lost.*

#### CROSS-SHORE

Perpendicular to the shoreline.

#### CUTTERHEAD DREDGE

A hydraulic dredge that uses a rotating steel head consisting of hardened cutting blades and backing ring to dislodge bottom material. The head is mounted at the suction entrance of the hydraulic pipeline, and fluidized material is picked up by suction and carried away through the pipeline.

#### DATUM

Any permanent line, plane or surface used as a reference datum to which elevations are referred. The National Geodetic Vertical Datum of 1929 (NGVD29) was the official vertical datum established for vertical control surveying in the lower 48 states and Alaska. The datum was used to measure the elevation of a point above and depression below mean sea level (MSL). NGVD29 was superseded by the North American Vertical Datum of 1988 (NAVD 88) in 1993.

#### DEPTH OF CLOSURE

The theoretical depth along a beach profile where sediment transport is very small or non-existent, dependent on wave height and period, and occasionally, sediment grain size.” Based on this definition, there should be no or very little volume changes seaward of the Depth of Closure.

#### DESIGN STORM

A hypothetical extreme storm whose waves coastal protection structures and/or beaches will often be designed to withstand. The severity of the storm (return period) is chosen in view of the acceptable level of risk of damage or failure. A design storm consists of a design wave conditions, a design water level and a duration.

#### DOWNDRIFT

The direction of predominant movement of littoral materials.

#### DUNE

Ridges or mounds of loose sediment (fine to medium) landward of a coastal berm deposited by wind or by storm overwash. Sediment deposited by artificial means serves the purpose of storm-damage prevention and flood control. These coastal features are somewhat parallel to the shoreline and are more or less vegetated. Dunes are an active coastal form acting as a sand reservoir and providing flexible natural protection against erosion and flooding.

#### DUNE CREST

Top of the natural or artificial created dune feature.

#### DUNE, TOE

Occurs at a point where there is a distinct change from a relatively steep slope to a relatively mild slope either on the seaward or landward side of the dune feature.

#### DREDGING

The removal of sediment or the excavation of tidal or subtidal bottom to provide sufficient depths for navigation or anchorage, or to obtain material for construction or for beach nourishment.

#### EROSION, RECESSION

The wearing away of land by the action of natural forces. On a beach, the carrying away of beach material by wave action, tidal currents, littoral currents, or by deflation. A continuing net landward movement of the shoreline over a specified time.

#### EROSION CONTROL LINE (ECL)

In accordance with Rule 62B-41.002(15), FAC ... *in connection with beach restoration projects. Where established, an erosion control line represents the landward extent of the claims of the state in its capacity as sovereign title holder of the submerged bottoms and shores of the ... the Gulf of Mexico ...* The ECL establishes the boundary between upland private property and the State of Florida and is

delineated along the MHW line at the time of the pre-construction survey. Any dry beach created seaward of the ECL will be public property and can be passively used by the public including activities such as sunbathing, fishing, etc.

#### ESCARPMENT OR SCARP

An almost vertical slope along the beach caused by erosion by wave action. It may vary in height from a few inches to several feet, depending on wave action and the nature and composition of the beach.

#### EQUILIBRIUM PROFILE

For sediment of a given size, there will be a unique beach profile shape in equilibrium with the specified wave and tidal characteristics of the beach where the constructive and destructive forces on the sand grains are in balance. If the forces change, a new equilibrium profile will evolve and form.

#### FEEDER BEACH

An artificially widened beach serving to nourish downdrift beaches by natural littoral currents or forces.

#### FOREDUNE

The front dune immediately behind the backshore.

#### FORESHORE

The part of the shore, lying between the crest of the seaward berm (or upper limit of wave wash at high tide) and the ordinary low water mark, that is ordinarily traversed by the uprush and backrush of the waves as the tides rise and fall.

#### HIGH TIDE, HIGH WATER (HW)

The maximum elevation reached by each rising tide. The height may be solely due to the periodic tidal forces, or it may have superimposed upon it the effects of prevailing meteorological conditions.

#### HOPPER DREDGE

Self-propelled floating plant, which is capable of dredging material, storing it onboard, and transporting and placing the material at a specified disposal site. Often used to dredge inlets and deposit the along the open coast or offshore.

#### HURRICANE

An intense tropical cyclone with winds that move counterclockwise around a low-pressure system. Maximum sustained winds of 74 miles per hour or greater.

#### JETTY

On open seacoasts, a structure extending into a body of water, which is designed to prevent shoaling of a channel by littoral materials and to direct and confine the stream or tidal flow. Jetties are built at the mouths of rivers or tidal inlet to help deepen and stabilize a channel.

#### LEE

Shelter, or the part or side sheltered or turned away from the wind or waves. The quarter or region toward which the wind blows.

#### LEEWARD

The direction toward which the wind is blowing; the direction toward which waves are traveling.

#### LEVEL OF STORM PROTECTION OR PROTECTIVE VALUE

The measurable protection level afforded by the dune system to upland property and structures from the predictable erosion and storm surge levels associated with coastal storm events.

LITTORAL

Pertaining to a shore, especially of the sea. Often used as a general term for the coastal zone influenced by wave action, or, more specifically, the shore zone between the high and low water marks.

LONGSHORE

Parallel to and near the shoreline.

LOW TIDE, LOW WATER (LW)

The minimum elevation reached by each falling tide.

MUNSELL COLOR

A color system is a color space that specifies colors based on three properties of color: hue (basic color), chroma (color intensity), and value (lightness). The Munsell Chart is used to compare beach sand color and compatibility.

NATIVE SAND

The sand that occurs naturally on the beach.

NAUTICAL MILE

Generally, one minute of latitude is considered equal to one nautical mile. The accepted United States value as of 1 July 1959 is 1,852 meters (6,076.115 feet), approximately 1.15 times as long as the U.S. statute mile of 5,280 feet.

NEARSHORE

In beach terminology an indefinite zone extending seaward from the shoreline well beyond the breaker zone.

NON-CRITICALLY ERODED SHORELINE

Pursuant to Rule 62B-36.002(5), FAC, *Where many areas have significant historic or contemporary erosion conditions, yet the erosion processes do not currently threaten public or private interests. These areas are therefore designated as non-critically eroded beaches and require close monitoring in case the conditions become critical.*

NOURISHMENT

The placement of sediment on a beach or dunes by mechanical means. Sand is extracted (generally by dredging) from nearby sources and applied to the beach, the shoreface or the dunes. The costs highly depend on the location of available sand sources, which should be situated outside (seaward of) the active coastal zone. Dune nourishment is usually meant for safety against flooding, beach nourishment for restoration of the beach and shoreface nourishment for stabilizing the shoreline.

OVERWASH

The uprush and overtopping of a coastal dune by storm waters. Sediment is usually carried with the overwashing water and deposited, usually in a fan shape, on the landward side of the dune or barrier.

PLANFORM EVOLUTION

The changes in the outline or shape of a body of water as determined by the still-water line over a period of time.

REFERENCE MONUMENT

“R-Monuments” are reference points spaced approximately 1,000 feet apart along the gulf shoreline. These FDEP maintained monuments which are either physical monuments driven into the ground or virtual locations are referenced to vertical and horizontal datums. They are used to correlate survey data over time to monitor various shoreline changes within the littoral zone and upland topography and are also used to reference the location of coastal features.

#### REVETMENT

A sloped, facing structure made of an armoring material designed to protect an escarpment or embankment or an upland structure from erosion by wave or current action. Designed to dissipate the force of storm waves and prevent undermining of a seawall, dune or placed fill.

#### RUBBLE-MOUND STRUCTURE

A mound of random-shaped and random-placed stones protected with a cover layer of selected stones or specially shaped concrete armor units. Armor units in a primary cover layer may be placed in an orderly manner or dumped at random.

#### SAND

Sediment particles, often largely composed of quartz, with diameter between 0.062mm and 2mm, generally classified as fine, medium, coarse or very coarse. Beach sand may sometimes be composed of organic sediments such as calcareous reef debris or shell fragments.

#### SEA LEVEL RISE (SLR)

The so-called greenhouse effect or global warming causes a rise of the mean sea level, which will have a great impact on long-term coastal morphology, see Sea level rise. The long-term gradual sea-level rise will cause a general coastline retreat and an increased flooding risk depending on local conditions. An estimate of coastline retreat due to relative sea-level rise can be derived from the so-called Bruun rule, which is valid under certain rather restrictive conditions.

#### SEAWALL

A vertical, wall-like coastal-engineering structure built parallel to the beach or dune line and usually located at the back of the beach or the seaward edge of the dune to prevent erosion and other damage due to wave or current action.

#### SEDIMENT

Loose, fragments of rocks, minerals or organic material which are transported from their source for varying distances and deposited by air, wind, ice and water. Other sediments are precipitated from the overlying water or form chemically, in place. Sediment includes all the unconsolidated materials on the sea floor.

#### SETUP, WAVE

Superelevation of the water surface over normal surge elevation due to onshore mass transport of the water by wave action alone.

#### SHORE

The fringe of land at the edge of a large body of water, such as an ocean, sea, or lake.

#### SHORELINE

The intersection between the water line and the shore. The line delineating the shoreline on Nautical Charts approximates the Mean High Water (MHW) Line.

#### SHORELINE CHANGE RATE

The average annual horizontal shift of the intersection of the foreshore slope of the beach with the referenced water plane, based on recorded historical measurements.

#### SPRING TIDE

A tide that occurs at or near the time of new or full moon (syzygy) and that rises highest and falls lowest from the mean sea level.

#### STORM RETURN PERIOD

The inverse of probability (generally expressed in %), it gives the estimated time interval between events of a similar size or intensity. Return periods for a defined storm event is given as the

probability of being equaled or exceeded in any one year (i.e., for a 100-year event, exceedance =  $1/\text{return period} = 1/100 \text{ year} = 0.01$  or 1% chance per year) compared to a hurricane category which are based on the measured “Sustained Winds” in accordance with the Saffir-Simpson Hurricane Wind Scale.

#### STORM SURGE

The rise in water-level on an open coast as a result of the combined impact of the wind stress on the water surface, the atmospheric pressure reduction and local topographic features. The storm surge does not include the effect of the astronomical tide.

#### SURF ZONE

The area between the outermost breaker and the limit of wave uprush.

#### TIDE

The periodic rising and falling of the water that results from gravitational attraction of the moon, the sun and other astronomical bodies acting upon the rotating earth.

#### UPDRIFT

The direction opposite that of the predominant movement of sediment along the shore. The side of a groin, jetty or other structure where sand accumulates.

#### UPLAND

A general term for land or ground that is higher than the floodplain or shoreline.

#### UPRUSH

The landward flow of water up onto the beach that occurs when a wave breaks.

#### VOLUME CHANGE RATE

The average annual volume changes along a beach profile and along the shoreline, based on recorded historical measurements.

## 14.0. References

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# DRAFT AIA® Document A101® - 2017

## *Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum*

**AGREEMENT** made as of the « » day of « » in the year « »  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

«The Franklin County Board of County Commissioners »  
« 34 Forbes Street »  
« Apalachicola , FL 32320 »  
« »

and the Contractor:  
(Name, legal status, address and other information)

« Cook Brothers, Inc (CBI) »  
« 1255 Commerce Blvd. »  
« Midway FL 32343 »  
« 850.514.1006 »

for the following Project:  
(Name, location and detailed description)

« Fort Coombs Armory Renovations New Automatic Fire Sprinkler and Part Stabilization »  
« 66 4th Street »  
« Apalachicola, FL 32320 »

The Architect:  
(Name, legal status, address and other information)

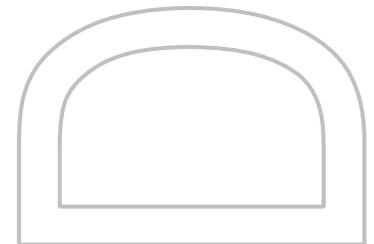
«Gilchrist Ross Crowe Architects »  
« 413 All Saints Street »  
« Tallahassee FL 32301 »  
« »

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:** The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.



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## TABLE OF ARTICLES

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### EXHIBIT A INSURANCE AND BONDS

#### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

#### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

#### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

[ « » ] The date of this Agreement.

[ «X» ] A date set forth in a notice to proceed issued by the

Owner.  [ « » ] Established as follows:

*(Insert a date or a means to determine the date of commencement of the Work.)*

[ « » ]

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

#### § 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

[ «X» ] Not later than «One hundred eighty» ( «180» ) calendar days from the date of commencement of the Work.

[ « » ] By the following date: « »

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be «Six hundred eighty seven thousand and no cents » (\$ « 687,000 »), subject to additions and deductions as provided in the Contract Documents.

#### § 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A		

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item	Price
N/A	

§ 4.4 Unit prices, if any: (Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

§ 4.5 Liquidated damages, if any: (Insert terms and conditions for liquidated damages, if any.)

« N/A »

§ 4.6 Other: (Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

« N/A »

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the « 25th » day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 45 days after receipt of certified Application. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than «Forty-Five» («45») days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due: 10%

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

« Ten Percent (10%) through 50% completion  
Five Percent (5%) thereafter »

§ 5.1.7.1.1 The following items are not subject to retainage:  
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

«N/A »

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:  
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

« Reduced to 5% after 50% work completed »

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

«N/A»

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## § 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

«Owner receipt of Close Out Documents »

## § 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

« » % « »

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

« »

« »

« »

« »

## § 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

Arbitration pursuant to Section 15.4 of AIA Document A201–2017

Litigation in a court of competent jurisdiction

Other (*Specify*) Delete Article 15 of AIA A201-2017, Add the following:

"Exclusive venue for any dispute between the parties arising from, or related to, this Contract shall be in Franklin County, Florida, only and not in any other location, notwithstanding any complaint that the exclusive forum in Franklin County, Florida, is inconvenient. In the event of conflict between this exclusive venue provision and any conflicting provision in the Contract, then this exclusive venue provision shall prevail." »

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a reasonable termination fee as follows:

(*Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.*)

« »

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. AIA Document A201-2017 is modified.

§ 8.2 The Owner's representative:

(*Name, address, email address, and other information*)

«Mark C. Curenton »  
«County Planner »  
«Franklin County, FL »  
«33 Forbes St. »  
«Apalachicola »  
«850.653.9783 »

§ 8.3 The Contractor's representative:

(*Name, address, email address, and other information*)

«Lamont Cook »  
«President »  
«Cook Brothers, Inc. »  
«1255 Commerce Blvd. »  
Tallahassee FL »  
«850.514.1006 »

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

**§ 8.5 Insurance and Bonds**

**§ 8.5.1** The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

**§ 8.5.2** The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

« »

**§ 8.7 Other provisions:**

« »

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

**§ 9.1** This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor as modified
- .2
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction as modified
- .4

*(Insert the date of the E203-2013 incorporated into this Agreement.)*

« »

.5 Drawings GRC Construction Documents Titled:

New Automatic Fire Sprinklers & Paint Stabilization dated 1/27/2022

.6 Specifications

Section	Title	Date	Pages
Vol. 1	Lead Paint Stabilization	1/28/2022	
Vol. 2	Bidding and Technical Specifications	1/28/2022	

.7 Addenda, if any:

Number	Date	Pages
VE Options	April 11, 2022	2 pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

[ « » ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this Agreement.)*

« »

[ « » ] The Sustainability Plan:

Title	Date	Pages

[ « » ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents, if any, listed below:

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

« »

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** (Signature)

« Ricky Jones, Chairman »« »

(Printed name and title)

\_\_\_\_\_  
**CONTRACTOR** (Signature)

« Lamont Cook, President »« »

(Printed name and title)

# FRANKLIN COUNTY

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



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

## NOTICE OF AWARD

Date of Issuance: May 17, 2022

Owner: Franklin County Board of County Commissioners

Project: Fort Coombs Armory/Convention Center Renovations  
New Automatic Fire Sprinkler and Paint Stabilization

Architects: Gilchrist Ross Crowe Architects  
413 All Saints Street  
Tallahassee, Florida 32301

Bidder: Cook Brothers, Inc.  
1255 Commerce Boulevard  
Midway, Florida 32343

To Cook Brothers, Inc.:

You are notified that Owner has accepted your bid dated April 4, 2022, as modified by the Value Engineering Changes contained in the May 2, 2022, letter from Connor Ross, GRC Architects, to Mark C. Curenton, County Planner, for the above Contract, and that you are awarded the Contract for this project.

The contract price of the awarded contract is \$687,000.00. A copy of the Agreement accompanies this Notice of Award. A set of drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions within 15 days of the date of receipt of this Notice of Award:

1. Please sign and return a copy of the Agreement to the Owner.
2. Deliver with the executed Agreement the Payment and Performance Bonds and insurance documentation.

Failure to comply with these conditions within the time specified will entitle the Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

By: \_\_\_\_\_  
Ricky D. Jones, Chairman  
Franklin County Board of County Commissioners

		<b>BID FORM</b>		BIDDER'S COMPANY NAME:	
		BID DATE:		BIDDER'S PROJECT MANAGER:	
		LICENSE NO.:		BIDDERS SIGNATURE	
		Paving Project - NW 2nd St. Parking		DATE	
<b>Pay Item Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Price</b>	<b>Cost</b>
<b>General</b>					
102-1	Maintenance of Traffic	1	LS	\$ 2,250.00	\$ 2,250.00
<b>Roadway</b>					
334-1-52	SP Asphaltic Concrete, Traffic B, PG76-22	19	TN	\$ 114.00	\$ 2,166.00
0710-11101	Painted Pavement Markings, Standard, White, Solid, 6"	0.04	GM	\$ 10,000.00	\$ 400.00
				<b>TOTAL</b>	<b>\$ 4,816.00</b>
<i>By signing and submitting, the contractor acknowledges work proposed shall be warranted for a period of two years and that the contractor will abide by the Florida Trench Safety Act at no additional costs.</i>					
<b>ADDENDUM ACKNOWLEDGED</b>			<b>BID OPENING WITNESSES</b>		
			City of Carrabelle Representative		
			Inovia Representative		



**SUMMIT PROFESSIONAL SERVICES, INC.**

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**DEDICATED TO THE FUTURE OF YOUR COMMUNITY**

**COPY**



**PROPOSAL FOR**

**Grant Administration Services**

**FFY 2021 and /or FFY 2022**

**Florida Small Cities**

**Community Development Block Grant Program**

# SUMMIT PROFESSIONAL SERVICES, INC.

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PO Box 18168 \* PANAMA CITY BEACH, FLORIDA 32417  
PHONE: (850) 570-2824 / FAX: (850) 684-5062

Franklin County Board of County Commissioners  
Office of Franklin County Clerk of Court  
33 Market Street, Suite 203  
Apalachicola, Florida 32320

May 9, 2022  
Proposal for Grant Administration Services  
FFY 2021 and/or FFY 2022 Florida Small Cities  
Community Development Grant Program (CDBG)

Dear County Commissioners:

It is our pleasure to offer our Program Administration Services for the FFY 2021 and/or FFY 2022 Community Development Block Grant Program. Summit Professionals, Inc. is a full-service Community and Economic Development Consultant offering planning, grant application and grant administration services in-house. Our proven approach will allow the County to address its most important community development needs. We are confident that Summit's experience administering CDBG programs will provide the County with the administrative support required for a successful program.

In reference to the evaluation factors outlined in your Request for Proposals please consider the following:

1. **Successful Experience with Florida Small Cities CDBG (25 Points)** - Our years of combined staff experience with research, planning, grant application, administration, financial management, construction administration, and inspection services allow us to cater to the special needs of small communities and emerging businesses. Our staff have successfully applied for and administered over 100 Community Development Block Grants for communities throughout the State of Florida. Our experience extends to all categories of CDBG and represents over \$66 million in CDBG funding alone. This does not include over \$110 million in leveraging; including USDA and other sources of project funding that we were able to obtain and manage for each project. In addition to the programs we have administered, we have also assisted communities with over 500 CDBG applications for various projects throughout the State. Our team stands ready to provide the County with all the expertise required for a successful, innovative CDBG project.
2. **Management and Staff and Qualifications, Availability (20 Points)** - Summit's management team for Franklin County will provide the County with over 50 years of combined CDBG experience. It should be noted that these individuals will be working directly with the County on the administration of your grant program. Responsibilities and program activities will not be deferred to subcontractors. Program Management will be provided by Marie and Dennis Dingman. The Dingmans have over 50 combined years of CDBG application, financial management and administrative experience and have worked exclusively with State and Federal community development grant and loan programs in the public and private sector in Florida.
3. **Understanding of Local Needs and Approach to Project (25 Points)** - Summit provides a comprehensive approach to grant services. Our approach will follow a proven work plan that maximizes the County's ability to efficiently and effectively implement your grant project. We will be involved in the required public hearings and citizen workshops and will become familiar with the County's local grant policies and procedures. Our program work plan will follow an organized step-by-step approach to implement program needs and fulfill deadlines. Our approach assures your community of receiving all the information it needs to have full confidence that the process is under control, on time and within the scope of the grant.

# SUMMIT PROFESSIONAL SERVICES, INC.

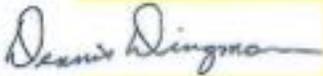
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PO Box 18168 \* PANAMA CITY BEACH, FLORIDA 32417  
PHONE: (850) 570-2824 / FAX: (850) 684-5062

4. Reputation and Client References (20 Points) - We pride ourselves on our superior reputation and have maintained long-term relationships with the communities we serve. Over the years nearly every community we have ever worked with has utilized us for subsequent projects. Many of the communities we are currently administering projects for have been clients for over 20 years. We encourage you to contact any of our current and previous clients and also to contact the Department of Economic Opportunity CDBG program staff regarding our program history.
5. Certified Minority/Women Owned Business (5 Points for prime) - Summit is a Certified Minority/Woman Business in the State of Florida.
6. Fee and Proposed Fee Basis (5 Points) - Our fee is less than the set administrative allowance prescribed by the CDBG program and allocates a portion of the CDBG administrative allowance to the County for your eligible administrative expenses or eligible construction costs. All of our fees are covered by the grant.

The following proposal elaborates on our proficiency and program expertise, and further explains how our services can benefit Franklin County. This submittal has been organized into sections consistent with the structure specified in your Request for Proposals. We would like to extend our sincere appreciation for your consideration. Should you require further information, additional copies, or have questions, please do not hesitate to contact us.

Sincerely,



Dennis Dingman  
Vice President

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**SUCCESSFUL EXPERIENCE WITH  
FLORIDA SMALL CITIES CDBG**

## Firm Profile

### **Background**

Summit is a community and economic development consulting firm that has served local governments and emerging businesses for over twenty six (26) years. Our staff is able to cater to a full range of needs facing communities, with professionals from a wide spectrum of fields, including:

*Grant Consulting, Project Development and Planning, Grant Administration, Financial Management, Construction Administration, and Construction Inspection*

Our staff expertise includes grant writing and administration in the following areas: *economic development, disaster recovery, downtown revitalization, housing rehabilitation, wastewater and drinking water systems, transportation, storm water facilities, emergency management, recreation, historic preservation, environmental management, and community services.*

As a full-service consultant, our greatest strength is our ability to simplify the process of acquiring funding, implementing and managing projects. Summit professionals have the experience and the commitment to:

- ◆ *Assess Development and Program needs*
- ◆ *Develop and Design Projects That Implement Solutions in the Most Time Efficient and Cost Effective Manner*
- ◆ *Fulfill the Requirements of the Client and All Involved Funding Organizations*
- ◆ *Manage Projects to Successful Conclusions*
- ◆ *Complete all Work within the Schedule and Budget*

### **Organization**

Our organization is specialized, allowing Summit to serve the special needs of developing communities. Our organization has a firm foundation in qualified, responsible staff members. We have relationships with other professional associates we use as needed in order to ensure delivery of the best service.

### **Office Location and Base of Operation**

Summit maintains a North Florida Office located in Panama City Beach. Our presence in the Panhandle positions us close to many of the agencies that administer grant/loan programs and development projects. This gives Summit the ability to work closely with these funding and regulatory agencies to develop the best possible projects for our clients.

Summit professionals have worked throughout the State of Florida, and are familiar with the full spectrum of needs facing communities. We are familiar with many growth trends, environmental concerns, soil conditions, economic trends, hydrology conditions, and local social concerns throughout these areas. We have adapted to managing projects throughout the State.

### **Certifications and Insurance**

Summit is a Florida Certified Minority/Women Owned Enterprise (MBE/WBE). Certifications include SBCCI, ACI, AICP, FCPA and other construction inspection and housing rehabilitation certifications. Summit maintains \$2,000,000 of General Liability Insurance, \$1,000,000 of Automobile Liability Insurance and \$100,000 per accident of Workers Compensation and Employers' Liability Insurance and will do so throughout the course of the project. Documentation regarding insurance is included in the Appendix of this proposal.

## Experience and Expertise

The Summit team encompasses all of the professional and technical expertise necessary to create a successful project. We have grant specialists familiar with community and economic development. We have access to consultant services for land surveying and a wide range of specialized civil and environmental engineering backgrounds. In addition, our staff has many years of in-house experience with grant/loan application, grant/loan management, construction contracting, and construction inspection.

## Able to Meet Schedule and Budget

Time and budget are important practical constraints to the success of our clients. Deviations in schedule and costs can happen, however, a structured approach and years of administrative experience keep our clients' projects on track. Summit constantly monitors schedules and budget projections, and we include contingency estimates wherever possible.

## Use of Technology

Summit has invested heavily in mobile communications, computer technology, software applications, and training. If the County wishes to utilize EDI capabilities such as electronic funds transfer, this can be accomplished through our bank, which provides Summit with full EDI wire transfer capabilities. Our staff relies on E-mail, Internet access and productivity applications, such as word processing, spreadsheets, scanning and imaging, optical character recognition and presentation aids. In addition, Summit utilizes ArcGIS tools for planning, mapping and demographic analyses to better serve the needs of our clients.



*Haines City WWTF Improvements  
Organics Recycling Facility  
DEP State Revolving Fund*

## Accessibility

We encourage our clients to stay involved in every aspect of a grant. To aid client oversight, Summit provides:

- Regularly Scheduled Reporting on all aspects of the services we provide
- Request for Funds at a minimum of once per quarter
- Progress Status Reports submitted quarterly
- Projection of Contract Payments and Report on Accomplishments submitted quarterly
- Contractual Obligation and MBE Report submitted April 15th and October 15th annually
- Section 3 Objective Reporting annually
- Closeout Status Report submitted at completion of project

## Accountability

Summit's administrative staff will work hand in hand with County staff and your engineering consultant throughout the grant process. We understand that it is ultimately the County who is accountable to the State for the program funds and we will assure your community is receiving all the information it needs to have full confidence that the process is under control, on time and within the scope of the grant.

Summit's administrative staff will provide:

- Interagency coordination on the County's behalf providing effective communications with all program agency representatives.
- Development of a dynamic implementation plan that can be modified over time to reflect the changing needs of the County should circumstances dictate.
- ◆ Representation for the County during all agency site visits and monitoring visits.
- ◆ In-house quality control through multi-engineer and grant specialists review.
- ◆ Coordination with permit agencies and funding agencies to determine what will be required now and in the future.

# SUCCESSFUL EXPERIENCE WITH FLORIDA SMALL CITIES CDBG

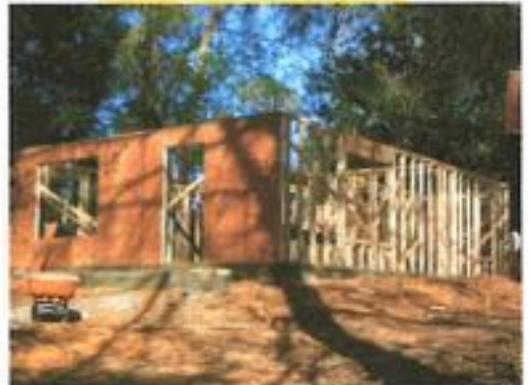
Our most important advantage is full-service. Franklin County will benefit from the experience and expertise of our combined planning, grants, and financial professionals at no more cost than a general consultant offering only a portion of the services your project needs. We will seek all grants and other special financing opportunities available to our clients. All of the services listed below are available to your organization through Summit.

## Services for Your Community

Needs Assessment/Funding Research  
Housing Rehabilitation/SHIP Services  
Project Development/Facilitation  
Creative Leveraging  
Grant/Loan Writing/Procurement  
Contract Management  
Facility, Site and Master Planning  
Bid Process Management  
Long-Term Planning  
Construction Inspection/Observation  
Financial Management  
Construction Contract Administration  
Grant Administration  
Multi-Sourcing  
Agency Coordination  
Feasibility Studies/Facility Planning  
Program Compliance  
Document Control  
Progress Reporting  
Procurement  
Technical Support  
Private/Public Coordination  
Land Use Planning  
Networking & Business Outreach  
Local Government Operations  
Economic Development Support  
Uniform Relocation Act Compliance  
Overall Program Management  
Costs Estimating and Costs Control  
Funding Strategies  
Program Planning  
Fee Studies and Development  
Development Review / Planning



*City of Newberry  
Water System Improvements  
CDBG Economic Development*



*City of Monticello  
CDBG Housing Rehabilitation*



*Town of Inglis  
Park and Recreation Development*

## Successful Grant Application Preparation and Grant Administration Experience with Funding Programs

Long-term CDBG program experience is critical for a successful project. The constraints and requirements of CDBG, and many other grant programs, are numerous and often prove too complicated and cumbersome for communities who do not have the resources or time to manage such projects. Missing just a single step in the application process or during administration of the grant can result in an application being rejected or expenditures to be declared ineligible. Summit provides in-house grant specialists, financial consultants, and construction specialists to the County who continuously oversee and monitor project progress to insure that all requirements are followed. Our staff will provide the County with over 50 years of combined experience in program administration of CDBG programs.

As well as CDBG, we have developed a process using a multitude of grant programs together that provides an excellent way to leverage non-local funds for community project funding. The most important aspect of using leveraged funds from many programs effectively is having the experience and a clear understanding of how different agency requirements must be followed concurrently. Having worked with numerous Cities and Counties, Summit has successfully gained this experience and we have a sensitivity to the unique issues of project implementation and management in a complex funding environment.



**Martin County**  
**Finz Restaurant Infrastructure**  
**CDBG Economic Development**

### Summit Team Program Knowledge

- ◆ **Public Works and Economic Development - Roads, Stormwater, Sewer, Water, Waste Programs** - CDBG, Public Works and Development Facilities, Section 319 NON-POINT Source Management, Rural Community Water and Waste, Economic Development Transportation
- ◆ **Housing - Housing Rehabilitation, Low Income Housing, Relocation, Disaster Mitigation Programs** - CDBG, SHIP, Home Investment Partnerships (HOME), HOPE
- ◆ **Emergency Management - Emergency Shelters, Equipment, Training, Communication Programs** - CDBG, Emergency Management Preparedness and Assistance, Hazard Mitigation, Flood Mitigation, Disaster Recovery
- ◆ **Community Services - Historical Preservation, Cultural Centers, Museums, Libraries Programs** - Historic Preservation Grants-In-Aid, Historic Museums Grants-In -Aid, Cultural Institutions, Cultural Facilities, Public Library Construction
- ◆ **Environmental Protection - Remediation, Useful Conversion, Beautification, Education Programs** - CDBG, Brownfields Economic Redevelopment, Florida Pollution Recovery, Sustainable Development Challenge Grant
- ◆ **Recreation - Parks, Boating Facilities, Public Trails, Playgrounds, Preserves Programs** - FRDAP, National Recreational Trails,



**City of Newberry**  
**Sports and Archery Complex**  
**CDBG Economic Development/FRDAP Grants/**  
**Recreational Trails Grant Program** Page 148

## Project Experience

### Grant Application and Grant Administration Services

Summit prides itself on maintaining long-term relationships with the communities we serve. In addition to the multitude of individual grant programs we have administered, we have developed long-term funding programs for the communities listed on the following pages. The Summit approach could be utilized by Franklin County to maximize grant funding to meet a variety of future community and economic development needs beyond what a single grant offers.

#### **City of Newberry — On-Going Community Development FFY 1997 to Present**

**Contact:** Wendy Kinser, AICP, Principal Planner, Phone (352) 472-0119

**Funding Sources Involved:**

- CDBG Economic Development Grant - \$630,000
- USDA Rural Development Water and Waste Loan - \$1,100,000
- SRWMD Wellhead Protection Land Acquisition - \$350,000
- Private Investment - \$1,000,000
- Local Funding - \$350,000

For this phased project, Summit provided project development, funding acquisition and construction management services for the City of Newberry for construction of a 350,000 gallon elevated water tank, a drinking water well and the extension of approximately 6,500 lineal feet of water line. The project also included the installation of a fiber optic SCADA control and command system for the City's water supply. This project allowed for sufficient water supply and fire protection for a new construction company facility that brought over sixty (60) new jobs to the City.

In addition to this project, Summit has obtained and administered the following programs while working for the City of Newberry:

- CDBG Economic Development	\$2,700,000	- Historic Grants-In-Aid	
	\$250,000		
- ED Private Site and Road Development	\$1,200,000	- FRDAP Recreation Grants	\$400,000
- CDBG Neighborhood Revitalization	\$700,000	- FHWA Recreational Trails Program	\$250,000
- CDBG Housing Rehabilitation	\$700,000	- SHIP Funds	\$ 40,000



**City of Newberry  
Elevated Water Tank  
CDBG ED Grant**

Summit is currently working with the City on development of a new CDBG Neighborhood Revitalization grant.

#### **Town of Oakland —On-Going Community Development FFY 2006 To Present**

**Contact:** Stephen Koontz, Town Manager,

**Phone:** (407) 656-1117, Ext. 2102

**Funding Sources Involved:**

- CDBG Housing Rehabilitation - \$1,200,000
- SHIP Funds - \$400,000



**Town of Oakland  
CDBG Housing Rehabilitation**

Summit has been able to assist the Town with the acquisition and management of two CDBG Housing Rehabilitation Grants totaling \$1,200,000, along with \$400,000 from Orange County SHIP program. These funds have been used to address health, safety and code issues through the rehabilitation or replacement of 25 homes within the incorporated area of the Town.

Summit has obtained and is currently administering a \$600,000 CDBG Neighborhood Revitalization grant.

# SUCCESSFUL EXPERIENCE WITH FLORIDA SMALL CITIES CDBG

## City of Callaway — Housing Rehabilitation FFY 2009 to Present

**Contact:** Ed Cook, City Manager

**Phone:** (850) 871-6000

**Funding Sources Involved:**

- CDBG Housing Rehabilitation - \$2,250,000

Summit provided project development, grant application, administration and construction management services to the City of Callaway on two Housing Rehabilitation projects. These two projects consisted of rehabilitating thirty-two (32) low to moderate income houses throughout the City of Callaway utilizing CDBG, and private funds. Of the 32 houses, nineteen (19) houses were rehabilitated and thirteen (13) were replaced.

Summit is currently administering the City's 2019 CDBG Housing Rehabilitation grant. These funds will be used to address health, safety and code issues through the rehabilitation or replacement of homes within the incorporated area of the City.



*City of Callaway  
CDBG Housing Rehabilitation*

## Town of Inglis — On-Going Community Development FFY 1999 to Present

**Special Project Characteristics:** Rural Area of Critical Economic Concern

**Contact:** Isaac Young, Town Commissioner

**Phone:** (352) 447-2203

**Funding Sources Involved:**

- State Special Appropriations - \$600,000
- CDBG Neighborhood Revitalization Grant - \$650,000
- CDBG Housing Rehabilitation Grants - \$1,975,000
- Local Funding - \$150,000
- FRDAP Recreation Grants - \$600,000

Summit assisted the Town of Inglis with acquiring funding to study solutions for flooding in some parts of the Town. Once the study was completed and a recommendation developed, Summit assisted the Town with funding acquisition to implement a regional stormwater project in the area. As well as solving flooding and water quality issues in the Town, the project has improved the commercial viability of properties along a major highway located there.

Summit has also been able to assist the Town with the acquisition and management of three (3) CDBG Housing Rehabilitation Grants totaling \$1,975,000. These funds have been used to address health, safety and code issues through the rehabilitation or replacement of 26 homes within the incorporated area of the Town.

Summit is currently administering a FFY 2019 \$650,000 Neighborhood Revitalization CDBG Grant .



*Town of Inglis  
CDBG Housing Rehabilitation*

# SUCCESSFUL EXPERIENCE WITH FLORIDA SMALL CITIES CDBG

## Putnam County — On-Going Community Development FFY 2001 to Present

**Special Project Characteristics:** Rural Area of Critical Economic Concern

**Contact:** Terry Suggs, County Administrator

**Phone:** (386) 329-0212

**Funding Sources Involved:**

- Community Development Block Grant Funds - \$3,750,000
- Hurricane Housing Recovery Funds - \$119,900
- SHIP Funds - \$737,500
- Private Funds - \$12,919
- Prior Program Income Funds - \$83,239



***Putnam County/County of Palatka  
Community Center Improvements  
Local Partnership - CDBG Disaster Recovery***

Summit provided project development, grant application, administration and construction management services to Putnam County on their two Housing Rehabilitation projects. These two projects consisted of rehabilitating fifty-nine (59) low to moderate income houses for a total project cost of \$3,803,658. These projects utilized CDBG, SHIP, HHR, private and local funds. Of the 59 houses, twenty-four (24) were rehabilitated and thirty-five (35) were replaced.

In addition to the Housing Rehabilitation projects, Summit has obtained and administered the following programs while working for Putnam County:

- CDBG Economic Development	\$750,000
- Rural Infrastructure Grant	\$250,000
- CDBG Disaster Recovery Program	\$1,250,000

Summit currently submitted the closeout report for a FFY 2018 \$750,000 Housing Rehabilitation CDBG Grant, along with \$30,000 in SHIP funds and is currently administering a FFY 2018 \$3,200,000 CDBG Disaster Recovery Enhancement funds for the County.  
County.

## City of Archer—On-Going Community Development FFY 2017 to Present

**Contact:** Tony Hammond, City Manager

**Phone:** (352) 495-2880

**Funding Sources Involved:**

- CDBG Housing Rehabilitation - \$600,000



***City of Archer  
CDBG Housing Rehabilitation***

Summit provided project development, grant application, and is currently administering and providing construction management services to the City of Archer on a FFY 2018 Housing Rehabilitation CDBG Grant. These funds will be used to address health, safety and code issues through the rehabilitation or replacement of homes within the incorporated area of the City.

# SUCCESSFUL EXPERIENCE WITH FLORIDA SMALL CITIES CDBG

## City of Monticello — Community Development FFY 2007 To Present

**Contact:** Emily Anderson, City Clerk, Phone: (850) 342-0153

**Funding Sources Involved:**

- Community Development Block Grants - \$2,100,000
- SHIP Funds - \$50,000
- DEP Small Disadvantaged Community Grant - \$380,000



*City of Monticello  
Sewer CDBG NR Grant*

This project involved the second phase of a city-wide sewer rehabilitation project that included rehabilitation of sewer mains, man-holes and sewer service laterals. The sewer rehabilitation work was required to reduce city-wide inflow and infiltration (I-n-I) in order to address a Consent Order entered against the City in 2007 requiring remediation of overflows and spills from the sewer system throughout the City. The method of rehabilitation entailed the lining of sewer mains, man-holes, and sewer services primarily. Some reconstruction of existing sewer lines and new manholes was also required. The sewer rehabilitation work reduced city-wide inflow and infiltration (I-n-I) in order to address a Consent Order entered against the City in 2007 requiring remediation of overflows and spills from the sewer system throughout the City. Once complete, the project rehabilitated approximately 11,000 LF of 8" gravity sewer and about fifty-two 4" diameter precast manholes in that area of the City.

Summit was able to assist the City in obtaining a Small Disadvantaged Community Grant and subsequently leveraged this grant in order to obtain a Neighborhood Revitalization CDBG. Summit's funding strategy enhanced the City's CDBG application's competitiveness by utilizing a preconstruction grant to complete the project design in advance; thereby achieving "Readiness to Proceed" points for the grant application.

Summit has also been able to assist the City with the acquisition and management of two (2) CDBG Housing Rehabilitation Grants totaling \$1,450,000, including \$50,000 in SHIP funds. These funds have been used to address health, safety and code issues through the rehabilitation or replacement of 19 homes within the incorporated area of the City.

## City of Mexico Beach — Housing Rehabilitation FFY 2007 to 2018

**Contact:** Mell Smigielski, MMC, ICMA-CM, City Administrator

**Phone:** (850) 648-5700

**Funding Sources Involved:**

- CDBG Housing Rehabilitation - \$1,200,000



*City of Mexico Beach  
CDBG Housing Rehabilitation*

Summit provided project development, grant application, administration and construction management services to the City of Mexico Beach on their two Housing Rehabilitation projects. These two projects consisted of rehabilitating twenty-one (21) low to moderate income houses throughout the City of Mexico Beach utilizing CDBG, and private funds. Of the 21 houses, seven (7) houses were rehabilitated and fourteen (14) were replaced.

## SUCCESSFUL EXPERIENCE WITH FLORIDA SMALL CITIES CDBG

In addition to the creative funding programs listed on the previous pages, Summit has also assisted the following communities with obtaining grants that are similar to what is being sought by the County. CDBG-specific projects are shown in **bold**. Contact information for any of these communities will be provided upon request.

<u>YEAR</u>	<u>CLIENT</u>	<u>PROJECT ACTIVITIES</u>	<u>AMOUNT</u>
2019	City of Callaway	CDBG Housing Rehabilitation (CDBG) (Planning/Application and Admin)	\$750,000
2018	City of Niceville	CDBG Housing Rehabilitation (CDBG) (Planning/Application and Admin)	\$750,000
2018	Putnam County	CDBG Housing Rehabilitation (CDBG) (Planning/Application and Admin)	\$800,000
2018	City of Archer	CDBG Housing Rehabilitation (CDBG) (Planning/Application and Admin)	\$650,000
2018	Putnam County	CDBG Disaster Recovery Enhancement Funds (Planning/Application and Admin)	\$3,200,000
2018	City of Monticello	CDBG Housing Rehabilitation (CDBG) (Planning/Application)	\$750,000
2018	Town of Oakland	Neighborhood Revitalization (CDBG) (Planning/Application and Admin)	\$600,000
2017	Putnam County	Housing Rehabilitation (CDBG) (Planning/Application Services)	\$800,000
2017	City of Archer	Neighborhood Revitalization (CDBG) (Planning/Application Services)	\$650,000
2017	City of West Melbourne	Neighborhood Revitalization (CDBG) (Planning/Application Services)	\$700,000
2017	City of Newberry	Housing Rehabilitation (CDBG) (Planning/Application Services and Admin)	\$700,000
2017	City of Monticello	Housing Rehabilitation (CDBG) (Planning/Application Services)	\$700,000
2016	City of Alachua	Economic Development (CDBG) (Planning/Application and Admin)	\$1,250,000
2016	City of Callaway	Housing Rehabilitation (CDBG) (Planning/Application and Admin)	\$750,000
2016	City of Alachua	Neighborhood Revitalization (CDBG) (Planning/Application Services)	\$700,000
2016	Town of Inglis	Housing Rehabilitation (CDBG) (Planning/Application Services)	\$650,000
2016	City of Keystone Heights	Housing Rehabilitation (CDBG) (Planning/Application Services)	\$700,000
2016	City of Lynn Haven	Neighborhood Revitalization (CDBG) (Planning/Application Services)	\$700,000
2016	Town of Inglis	Florida Recreational Development Assistance Program (Application)	\$50,000
2015	Town of Inglis	FDOT Safe Routes to Schools Grant (Planning/Application Services)	\$1,600,000
2015	City of Niceville	Housing Rehabilitation (CDBG) (Planning/Application and Admin)	\$750,000
2015	City of Newberry	Housing Rehabilitation (CDBG) (Planning/Application Services)	\$700,000
2015	City of Esto	Neighborhood Revitalization (CDBG) (Planning/Application Services)	\$650,000
2015	West Melbourne	Economic Development (CDBG) (Planning/Application Services)	\$680,000
2014	City of Haines City	DBA/Copeland Act/AIS Compliance for SRF Programs	\$1,100,000
2014	City of Polk City	Florida Recreational Development Assistance Program (Application and Admin)	\$50,000
2014	Putnam County	Housing Rehabilitation (CDBG & SHIP) (Planning/Application and Admin)	\$750,000
2014	City of Mexico Beach	Housing Rehabilitation (CDBG) (Planning/Application and Admin)	\$700,000
2014	City of Monticello	Housing Rehabilitation (CDBG) (Planning/Application and Admin)	\$700,000
2014	Town of Inglis	FDOT Transportation Enhancement Program (Planning/Application Services)	\$180,000
2013	City of Alachua	Neighborhood Revitalization (CDBG) (Planning/Application and Admin)	\$700,000
2013	West Melbourne	Neighborhood Revitalization (CDBG) (Planning/Application and Admin)	\$700,000
2013	Town of Inglis	Housing Rehabilitation (CDBG) (Planning/Application and Admin)	\$650,000
2012	City of Newberry	Economic Development (CDBG) (Planning/Application and Admin)	\$700,000
2012	City of Crystal River	Neighborhood Revitalization (CDBG) (Planning/Application and Admin)	\$650,000
2011	City of Mexico Beach	Housing Rehabilitation (CDBG) (Planning/Application and Admin)	\$600,000
2011	Keystone Heights	Housing Rehabilitation (CDBG) (Planning/Application and Admin)	\$650,000
2011	Putnam County	Disaster Recovery Enhancement Funds CDBG (Planning/Application/Admin)	\$450,000
2010	City of Polk City	Neighborhood Revitalization (CDBG) (Planning/Application and Admin)	\$650,000
2010	Town of Oakland	Housing Rehabilitation (CDBG & SHIP) (Planning/Application and Admin)	\$600,000
2010	City of Springfield	Housing Rehabilitation (CDBG) (Planning/Application and Admin)	\$750,000
2010	Putnam County	Housing Rehabilitation (CDBG & SHIP) (Planning/Application and Admin)	\$750,000
2010	City of Starke	Housing Rehabilitation (CDBG) (Planning/Application and Admin)	\$650,000
2009	City of Haines City	State Revolving Fund (Bio-Chem, Bio-Sludge Sewer System Upgrade) (Application/Admin)	\$4,365,000
2009	City of Midway	Neighborhood Revitalization (CDBG) (Planning/Application and Admin)	\$600,000
2009	City of Newberry	Economic Development (CDBG) (Planning/Application and Admin)	\$700,000
2009	City of Newberry	Neighborhood Revitalization (CDBG) (Planning/Application and Admin)	\$700,000
2009	Town of Esto	Housing Rehabilitation (CDBG) (Planning/Application and Admin)	\$650,000
2009	City of Callaway	Housing Rehabilitation (CDBG) (Planning/Application and Admin)	\$750,000

# SUCCESSFUL EXPERIENCE WITH FLORIDA SMALL CITIES CDBG

<u>YEAR</u>	<u>CLIENT</u>	<u>PROJECT ACTIVITIES</u>	<u>AMOUNT</u>
2009	City of Lynn Haven	Housing Rehabilitation (CDBG) (Planning/Application and Admin)	\$700,000
2009	Town of Inglis	Housing Rehabilitation (CDBG) (Planning/Application and Admin)	\$650,000
2009	Town of Micanopy	Housing Rehabilitation (CDBG) (Planning/Application and Admin)	\$600,000
2009	City of Springfield	CDBG Emergency Set Aside (Planning/Application and Admin)	\$312,795
2009	City of Newberry	Recreational Trails Program Grant (Planning and Grant Application)	\$250,000
2008	City of Newberry	Economic Development (CDBG) (Planning/Application and Admin)	\$700,000
2008	Putnam County	Disaster Recovery Initiative (CDBG) (Planning/Application and Admin)	\$1,190,000
2008	Putnam County	Housing Rehabilitation (CDBG & SHIP) (Planning/Application and Admin)	\$750,000
2008	Town of Micanopy	Housing Rehabilitation (CDBG) (Planning/Application)	\$600,000
2008	City of Niceville	Housing Rehabilitation (CDBG) (Planning/Application and Admin)	\$700,000
2008	Collier County	EPA Brownfield's Assessment Grant (Planning/Application)	\$600,000
2008	City of Starke	Sewer Utility Connection Assistance Program (Funding Application and Admin)	\$200,000
2008	City of Newberry	Economic Development (CDBG) (Planning/Application and Admin)	\$700,000
2008	Town of Inglis	FRDAP Recreation Grant (Planning/Application , Admin and Eng)	\$135,000
2008	City of Newberry	FRDAP Recreation Grant (Planning/Application)	\$170,000
2008	City of Starke	FRDAP Recreation Grant (Planning/Application)	\$135,000
2008	City of Starke	Special Appropriation (State) (Funding Application and Admin)	\$200,000
2007	City of Monticello	Neighborhood Revitalization (CDBG) (Planning/Application and Admin)	\$700,000
2007	Mexico Beach	Housing Rehabilitation (CDBG) (Planning/Application and Admin)	\$600,000
2007	Town of Inglis	SWFWMD Cooperative Funding Program (Funding Application and Admin)	\$225,000
2007	Town of Inglis	Planning and Design (CDBG) (Planning/Application)	\$70,000
2006	City of Starke	Neighborhood Revitalization (CDBG) (Planning/Application/Admin/Eng)	\$700,000
2006	City of Gainesville	Gainesville Regional Utilities Connect-Free Program (Planning and Admin)	\$575,000
2006	City of Starke	Special Appropriation (State) (Funding Application and Admin)	\$750,000
2006	Town of Inglis	Special Appropriation (State) (Funding Application and Admin)	\$250,000
2006	Town of Inglis	SWFWMD Cooperative Funding Program (Funding Application and Admin)	\$150,000
2006	Town of Oakland	Housing Rehabilitation (CDBG & SHIP) (Planning/Application and Admin)	\$600,000
2006	City of Springfield	Housing Rehabilitation (CDBG & SHIP) (Planning/Application and Admin)	\$750,000
2005	City of Starke	State Special Appropriation (Funding Application and Admin)	\$750,000
2005	Gadsden County	Economic Development (CDBG) (Grant Application and Admin)	\$750,000
2005	City of Starke	FRDAP Recreation Grant (Grant Application and Eng)	\$200,000
2005	City of Newberry	FRDAP Recreation Grant (Grant Application and Eng)	\$50,000
2005	Town of Inglis	FRDAP Recreation Grant (Grant Application, Admin and Eng)	\$200,000
2004	City of Starke	Special Appropriation (Federal) (Funding Application and Admin)	\$300,000
2004	City of Quincy	Housing Rehabilitation (CDBG & Local Match) (Grant Admin)	\$1,110,000
2004	Wal-Mart Stores	Economic Development (CDBG) (Grant Application)	\$750,000
2003	City of Lake Butler	Housing Rehabilitation (CDBG) (Grant Application)	\$650,000
2003	City of Springfield	Housing Rehabilitation (CDBG & SHIP) (Grant Application and Admin)	\$1,000,000
2003	City of Starke	Neighborhood Revitalization (CDBG) (Grant Application, Admin and Eng)	\$700,000
2003	City of Umatilla	Special Appropriations (Federal) (Funding Application and Admin)	\$450,000
2002	Martin County	Economic Development (CDBG) (Grant Application and Admin)	\$211,379
2002	City of Newberry	Economic Development (CDBG) (Grant Application, Admin and Eng)	\$650,000
2002	City of Springfield	Economic Development (CDBG) (Grant Application and Admin)	\$750,000
2002	City of Laurel Hill	Housing Rehabilitation (CDBG) (Grant Application and Admin)	\$600,000
2002	Putnam County	Housing Rehabilitation (CDBG & SHIP) (Grant Application and Admin)	\$1,130,000
2002	City of Quincy	Economic Development (CDBG & USDA Rural Business Enterprise Grant) (Grant Application and Admin)	\$600,000
2002	City of Newberry	FRDAP Recreation Grant (Grant Application and Eng)	\$50,000



**MANAGEMENT AND STAFF  
QUALIFICATIONS, AVAILABILITY**

## Organizational Structure

### Experience

Our staff is able to invest:

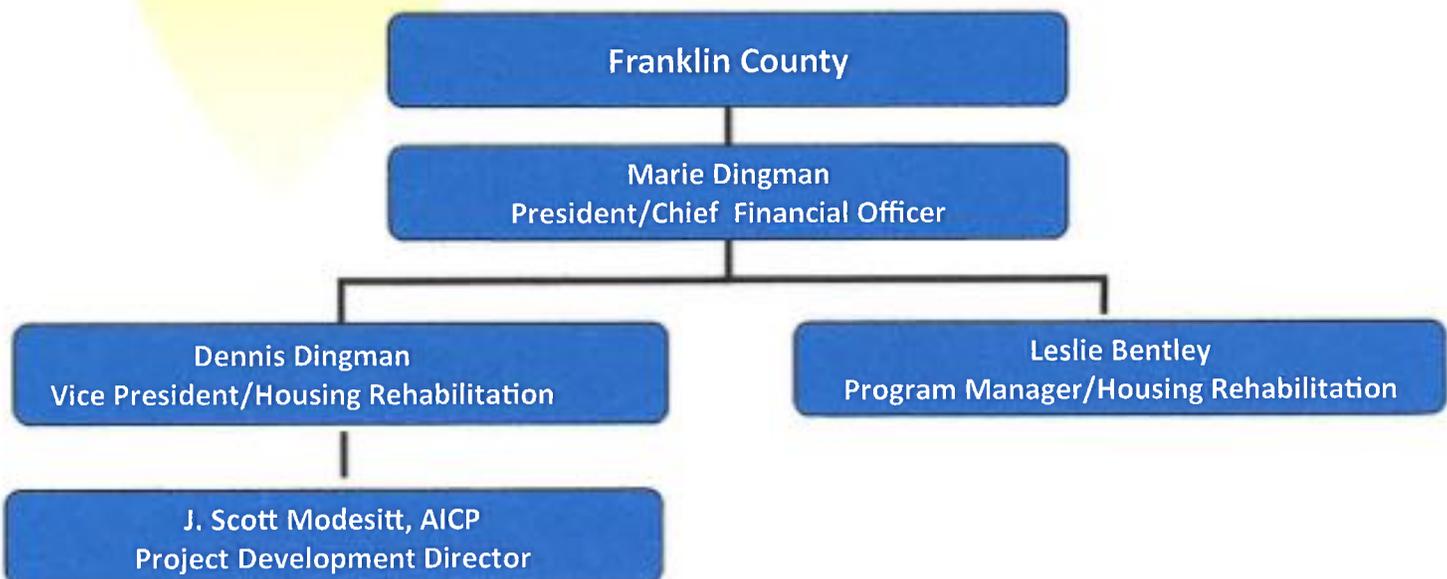
- ◆ Over 40 years of individual experience, and over 150 years total experience with community and economic development for local governments.
- ◆ Over 100 years of combined experience specific to CDBG Projects.
- ◆ Experience with hundreds of community and economic development and redevelopment projects funded through federal and state grants and low-interest loans.
- ◆ Experience of obtaining and managing over \$250,000,000 in federal, state, grant/loan funded projects, to include water, sewer, roads, storm water, solid waste, and recreation.
- ◆ Experience rehabilitating hundreds of homes using CDBG, SHIP and other grant programs.

As a community and economic development consultant, our first priority is to serve the best interest of our clients. Summit offers our clients years of combined staff experience in all areas relating to grant/loan project development.

In the following pages, our firm structure and selected staff resumes are offered for your review.

### Complete range of services

Summit can provide planning, grant/loan writing, program, financial, and construction management services for a wide range of programs, including housing, disaster recovery, hazard mitigation, public works, economic development and historic preservation. Providing a complete range of services is beneficial to both Summit and to the communities we serve. Summit is designed to serve local government needs and the special requirements of community and economic development projects, such as balancing multiple programs and coordinating public and private sector partnerships.



## MANAGEMENT AND STAFF QUALIFICATIONS, AVAILABILITY

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### **Marie Dingman** **President** **Chief Financial Officer**

#### Expertise:

Ms. Dingman is President and Director of Financial Management. She is responsible for the management and allocation of grant funds for our clients. She ensures efficient and reliable control of our clients' financial transactions through the accurate and timely recording of receipts and expenditures on all grant projects as well as the preparation of all required financial forms.

Ms. Dingman's years of experience in the financial management of grants has provided her with expert knowledge of the regulatory requirements of diverse funding sources. It has also given her extensive knowledge of grant research, grant planning, grant writing and program administration. She uses her knowledge and abilities to provide daily consulting on pertinent issues to Summit's Program Managers.

#### Experience:

Ms. Dingman has over forty (40) years of financial management and grant administration experience. Prior to her involvement in grant management, she was a budget analyst - forecasting, researching and tracking an annual budget of sixty-two (\$62) million. For over thirty-five (35) years, she has provided grant and financial management services to local governments. Ms. Dingman was one of the founding partners of Summit in 1996 and has maintained a leadership role in the company since that time.

Ms. Dingman has provided direct grant administration and financial management to all of the CDBG projects listed on the pages 14 and 15 of this proposal. Prior to 2002, Mrs. Dingman has provided CDBG grant administration and financial management for multiple projects going back as far as 1985.

#### Other Qualifications:

Ms. Dingman has been involved in the writing, management, and financial tracking of over ninety (\$90) million in grants.

### **Dennis Dingman** **Vice President** **Housing Rehabilitation Specialist**

#### Expertise:

Mr. Dingman is Vice-President and a Housing Rehabilitation Specialist for Summit. He is responsible for the planning, coordination, and implementation of all client marketing including, but not limited to, agency communications, client relations, resource allocation, and strategic planning. He monitors client relations, and insures communication efficiency for each client. As the Housing Rehabilitation Specialist, Mr. Dingman has over 20 years of housing inspection and project management experience, having inspected and brought up to State of Florida Building Code requirements, over 300 homes.

Mr. Dingman's years of experience in marketing technology has provided him with expert knowledge of technology solutions. This expertise enables him to plan, implement, manage and train personnel in technology resources for Summit staff. It has also enabled Summit to provide consulting and procurement services for technology solutions for Summit's clients.

#### Experience:

For seventeen (17) years Mr. Dingman worked exclusively with State and Local governments in Florida, marketing large-scale, integrated, technology solutions. Prior to that, he managed numerous business planning and marketing organizations for a (\$14) billion-dollar computer firm. Mr. Dingman joined Summit in 1999.

#### Other Qualifications:

Mr. Dingman holds a BS in Business Administration and Operational Research from the University of Massachusetts.

## MANAGEMENT AND STAFF QUALIFICATIONS, AVAILABILITY

### **J. Scott Modesitt, AICP Project Development Director**

#### Expertise:

Mr. Modesitt is responsible for community project development and planning throughout the State. As Summit's staff planner he provides community and land use planning, needs assessment, economic and demographic research and analysis, grant research, grant writing, and other grant services. He is also responsible for Summit's Geographic Information Systems (GIS) management and mapping technology.

Scott also serves as a Program Manager for Summit. He is the primary program contact for assigned clients, as well as the administrator for those clients' active projects. He is responsible for researching funding sources, as well as serving as the lead Summit team member in the preparation of funding applications and administrative follow-through to close-out of grant projects.

#### Experience:

Mr. Modesitt has over 22 years of project experience in program administration, planning, engineering and construction management. He worked for two years as a field technician on a civil engineering team, gaining knowledge of subsurface project techniques and soil analysis. He has also worked with State of Florida grant programs while employed with the Florida Department of Community Affairs in both community development and emergency management. Mr. Modesitt has been with Summit for over 19 years and in that time has acquired and managed over \$50 million in specially funded community projects. He had directly managed over 35 Small Cities CDBG Programs.

#### Other Qualifications:

Mr. Modesitt holds a BS Degree in Political Science with a certificate in Urban and Regional Planning from Florida State University, and a Master of Science in Planning, also from Florida State. He is a member of the Florida Chapter of the American Planning Association and the Florida Planning and Zoning Association. Mr. Modesitt is certified by the American Institute of Certified Planners and is also certified by HUD in Environmental Review Procedures for federally funded projects.

### **Leslie Bentley Program Manager/Housing Rehabilitation Specialist**

#### Expertise:

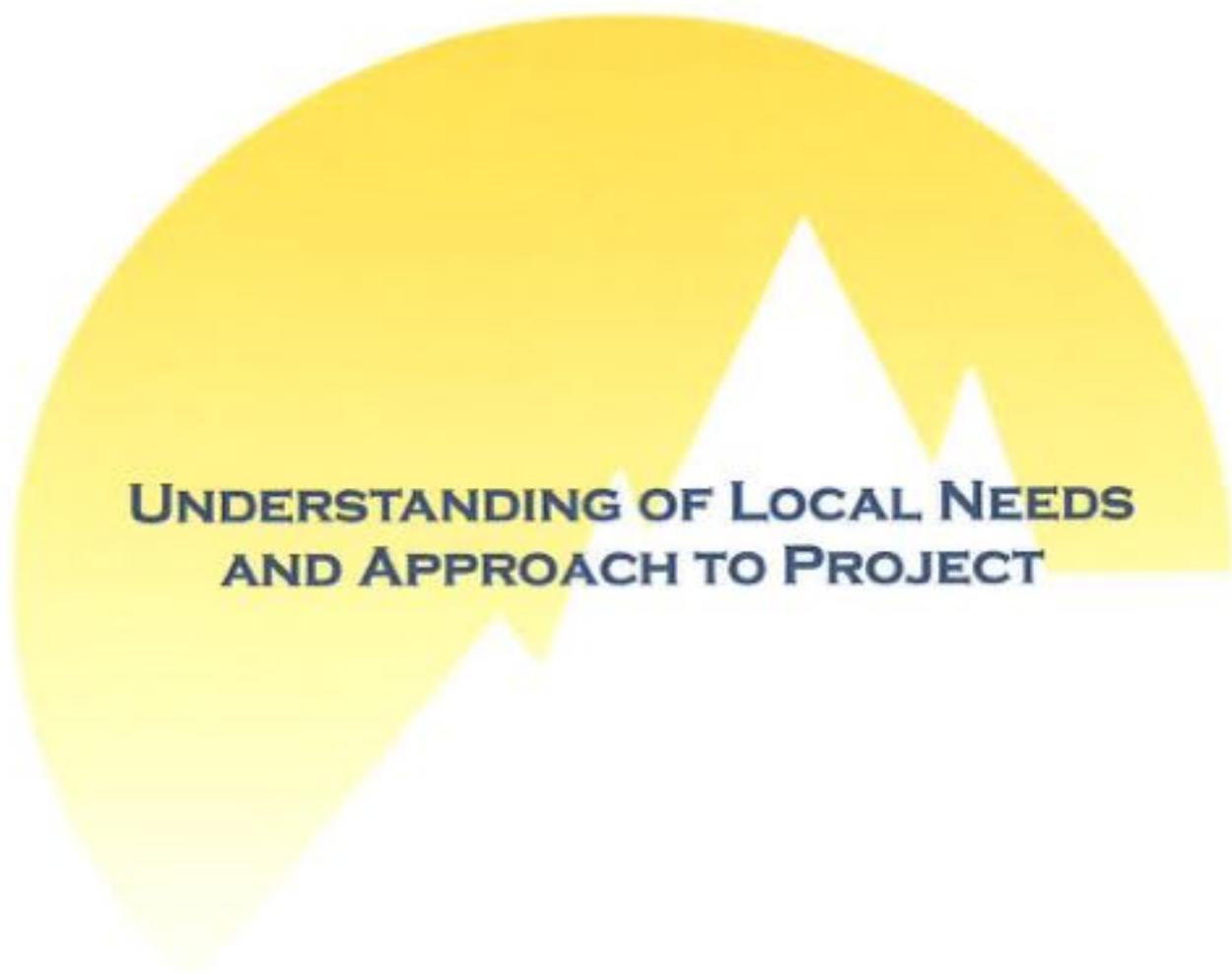
Ms. Bentley serves as a Program Manager and a Housing Rehabilitation Specialist for Summit providing a wide range of services pertaining to housing projects for local governments. She is responsible for ensuring compliance with federal regulations, procurement requirements, environmental activities, and other necessary issues connected with grant-funded projects. Adept at scheduling, budgeting, estimating, contract negotiations, permitting, on-site management and subcontract supervision, she is an expert in the latest construction standards and enforcement codes. Ms. Bentley performs inspections, develops specifications, work write-ups and cost estimates, and serves as a liaison between homeowners and contractors. During construction she prepares and tracks project budgets, provides oversight during the rehabilitation work and ensures timely completion of projects.

#### Experience:

Ms. Bentley has over 20 years of construction management and inspection experience. In addition to having worked in the construction field since 1980, she has owned and managed her own construction company since 1994. Ms. Bentley has extensive experience in coordinating construction projects that followed HUD program and building requirements. She has extensive background as a private residential construction manager and her expertise in and knowledge of the latest standards and codes brings an unparalleled sensitivity to both the private and public aspects of housing rehabilitation.

#### Other Qualifications:

Ms. Bentley is a graduate of the University of West Florida with a degree in Construction Management. She is a Florida licensed Roofing Contractor and General Contractor.



**UNDERSTANDING OF LOCAL NEEDS  
AND APPROACH TO PROJECT**

# UNDERSTANDING OF LOCAL NEEDS AND APPROACH TO PROJECT

## General

Summit has developed a comprehensive approach. We will continually meet with community staff and representatives, all involved agencies, and the public. In conjunction with County staff, elected officials and the public we will assess needs and conduct workshops to discuss and prioritize those needs. Short-term and long-term impacts are considered with options formulated for each need and recommendations made for the best options. Plans, budgets, and schedules are generated which meet client, funding agency, and permitting requirements. Our program development and administration will follow a proven work plan (shown on the next few pages) that is based upon years of experience and knowledge of pending rules and program goals. As a community and economic development consultant, our first priority is to serve the best interest of our clients.

Summit will assist and facilitate local public hearings and community meetings. We are prepared to work with the County immediately upon our selection to begin grant implementation activities. We will become familiar with the County's local land development regulations and zoning requirements.

We encourage you to contact any of our client references to learn more about Summit's proficiency in CDBG planning/application preparation and grant administration services.

## Grant Administration

Dennis Dingman will be the Project Manager for the County. Dennis is an expert in federal and state program funding and has extensive experience in developing complex funding programs for communities in Florida. Dennis will attend any necessary CDBG program workshops to insure that the County is up to date on all aspects of the CDBG program. During project implementation, Dennis will hold regular meetings with County staff to discuss your objectives and provide regular updates to the County Commission.

Your program financial management will be overseen by Marie Dingman. Marie has over 40 years of financial management and administrative experience. For over 35 years, she has provided grant and financial management specifically for CDBG programs to local governments.

Your assigned Housing Rehabilitation Specialist, Dennis Dingman, has over 20 years of housing inspection and project management experience, having inspected and brought up to State of Florida Building Code requirements, over 300 homes.



*City of Starke WW Tertiary Treatment  
CDBG Neighborhood Revitalization/Clean Water SRF*

# UNDERSTANDING OF LOCAL NEEDS AND APPROACH TO PROJECT

## Understanding of Local Issues

Summit professionals have worked in all areas of community and economic development, and we understand the struggle of municipalities to implement infrastructure improvements to the community. Meeting the demands of population growth, increased regulations, economic growth, environmental management, and increasing demands for services can be a daunting task for Florida cities and counties. Our staff has the expertise to ensure compliance with all regulation and restrictions and the ability to work with the various agencies crucial to project success. *Also, our grant professionals and consultant engineers work along side one another, not against each other.*

## Local Government Specialists

We recognize the importance of public support for infrastructure improvements and similar community and economic development projects. Summit staff members assist our clients with addressing public concerns and educating the community regarding the project. Through community outreach and public notification we can help to mitigate citizen concerns regarding the sometimes personal income information that is required for CDBG infrastructure programs.

## Program Insight and Comprehension

We have developed a streamlined process that will assist the County with developing a fulfilling and successful CDBG program in the shortest amount of time in order to meet the requirements of the program and make the maximum use of grant funding.

In addition we maintain a comprehensive library of GIS demographic and environmental data; and are able to efficiently complete any analysis that you may require for your grant application or other operations.

## Ongoing Communication

On an ongoing basis, as well as developing and maintaining open lines of communication with your County staff, officials and the public, we are constantly researching and reviewing news services that serve your community. This allows us to stay abreast of any new issues or concerns that may arise that are of importance to the citizens of the County and may require our attention.

Summit enhances the level of communication with funding agencies. This increases the rate of success in obtaining and managing funds. The experience and ingenuity of the Summit staff empowers communities to balance grant budgets, community needs, and create successful projects.

Summit sets forth the following objectives:

- ◆ Report to the community consistently and clearly;
- ◆ Coordinate closely with the County and all involved agencies;
- ◆ Work closely with community organizations as needed on community's behalf;
- ◆ Obtain the maximum possible amount of funding from all available sources;
- ◆ Maintain in-house quality control through multi-engineer and grant specialists review; and
- ◆ Create a long-term Strategic Grants Plan, if needed, that addresses all short and long-term local needs with feasible solutions, incorporates every program dollar to minimize local cost, and provides a useful tool for prioritization of resources.



*City of Newberry  
Champions Little League Park  
CDBG Economic Development*

# UNDERSTANDING OF LOCAL NEEDS AND APPROACH TO PROJECT

## *Grant Application Preparation and Grant Administration Services Work Plan*

### **TASK 1— Project Development**

1. Needs assessment
2. Funding research
3. Project scoping costs assessment
4. Cost/benefit analysis
5. Preliminary schedule of events
6. Preliminary activity review
7. Develop CDBG application scoring analysis

### **TASK 2—Grant Application Preparation**

1. Review and update required local policies
2. Comprehensive plan review
3. Advertise and conduct public hearings
4. Conduct CATF meetings
5. Advertise & conduct fair housing meeting
6. Conduct household income surveys
7. Develop grant application and project maps
8. Review leveraging opportunities
9. Gather relevant local data & support documentation
10. Application preparation
11. Coordination with engineers as necessary
12. Application review by client
13. Application submission

### **TASK 3—Environmental Review**

1. Determine what level of review is required
2. Collect data and initiate contacts with outside sources, SHPO, FWS, DEP, etc
3. Complete applicable review format, i.e. Statutory Checklist or Environmental Assessment
4. Make environmental determination
5. Publish or disseminate public notices when applicable
6. Submit Request for Release of Funds and Certification form to State CDBG Program Office
7. Wait for receipt of Authority to Use Grant Funds from State CDBG Program Office
8. Start project - commit funds

### **TASK 4—Grant Administration**

1. Representation during site visits and monitoring
2. Develop/review County's project filing system
3. Conduct Homeowner & Contractor meetings
4. Review Homeowner applications for assistance
5. Prepare Work-Write-Ups
6. Conduct Site Specific Environmental Reviews
7. Conduct Pre-Bid Walk-throughs & Bid Openings
8. Review Bid documents for compliance
9. Bid Awards subject to County approval
10. Prepare contract documents
11. Monitor contractor performance for compliance
12. Housing Rehabilitation/Inspection Services
13. Maintain Homeowner files
14. Prepare Quarterly Progress reports
15. Prepare Section 3 & MBE/WBE reports
16. Conduct Quarterly Fair Housing activities
17. Oversight of citizen complaint process
18. Provide progress reports to Commission
19. Oversight of project schedule & compliance
20. Provide all other necessary technical assistance

### **TASK 6— Post Project Activities and Closeout**

1. Maintain financial records related to project activities
2. Budget tracking
3. Prepare Request for Funds
4. Review change orders for compliance, as needed
5. Supervision of payment authorizations and pay requests

### **TASK 5— Financial Administration**

1. Review final change orders and pay requests
2. Balance final project budget
3. Review final homeowner documents
4. Gather all necessary supporting documents
5. Prepare Administrative Closeout Report



**REPUTATION AND CLIENT REFERENCES**

## REPUTATION AND CLIENT REFERENCES

The following list of references includes individuals that we have had active projects with in the last five years and is made available for your consideration.

Isaac Young, Town Commissioner  
Town of Inglis  
Post Office Drawer 429  
Inglis, FL 34449  
(352) 447-2203  
[youngisaac69@yahoo.com](mailto:youngisaac69@yahoo.com)

Lannie Corbin, City Manager  
City of Niceville  
208 North Partin Drive  
Niceville, FL 32578  
(850) 729-4008  
[corbinl@niceville.org](mailto:corbinl@niceville.org)

Ed Cook, City Manager  
City of Callaway  
6601 E. Hwy 22  
Callaway, FL 32404  
(850) 871-6000  
[citymanager@cityofcallaway.com](mailto:citymanager@cityofcallaway.com)

Stephen Koontz, Town Manager  
Town of Oakland  
Post Office Box 98  
Oakland, FL 34760  
(407) 656-1117  
[skoontz@oaklandfl.gov](mailto:skoontz@oaklandfl.gov)

Wendy Kinser, AICP, Principal Planner  
City of Newberry  
Post Office Box 369  
Newberry, FL 32669  
(352) 472-2161  
[Wendy.Kinser@ci.newberry.fl.us](mailto:Wendy.Kinser@ci.newberry.fl.us)

Terry Suggs, County Administrator  
Putnam County  
Post Office Box 758  
Palatka, FL 32178  
(386) 329-0212  
[Terry.suggs@putnam-fl.com](mailto:Terry.suggs@putnam-fl.com)

Patricia Jackson, City Manager  
City of Polk City  
123 Broadway Blvd SE  
Polk City, FL 33868  
(863) 984-1375, Ext. 237  
[patricia.jackson@mypolkcity.org](mailto:patricia.jackson@mypolkcity.org)

Scott Morgan, City Manager  
City of West Melbourne  
1240 Minton Road  
West Melbourne, FL 32904  
(321) 837-7771  
[SMorgan@westmelbourne.org](mailto:SMorgan@westmelbourne.org)

Emily Anderson, City Clerk  
City of Monticello  
245 S. Mulberry Street  
Monticello, FL 32344  
(850) 342-0153  
[eanderson@mymonticello.net](mailto:eanderson@mymonticello.net)

Robert Bonetti, Finance Director  
City of Alachua  
15100 NW 142nd Terrace  
Alachua, FL 32615  
(386) 418-6100  
[rbonetti@cityofalachua.org](mailto:rbonetti@cityofalachua.org)

Ted Court, Government Operations Consultant III  
Florida Small Cities CDBG Program , Florida DEO  
107 East Madison Street, MSC-400  
Tallahassee, FL 32399  
(850) 717-8429  
[Ted.Court@deo.myflorida.com](mailto:Ted.Court@deo.myflorida.com)

# CDBG CLIENT REFERENCES



**RICK SCOTT**  
GOVERNOR

March 12, 2018

Mr. Dennis Dingman  
Vice President  
Summit Professional Services  
Post Office Box 18168  
Panama City Beach, Florida 32417

Dear Mr. Dingman:

Thank you for your hard work and leadership in support of economic development and job creation in Florida and for all that you do in support of our great state. As Governor, I want to thank you for your efforts to help Florida create an economy where businesses succeed, jobs are created, and generations of Floridians benefit from being able to provide for their families. Businesses provide opportunities for families to live their dreams in our state. Floridians like you are helping make our state the best place in the world to raise a family, have a great career, and enjoy a life full of opportunity.

Since 2010, Florida businesses have created nearly 1.5 million private-sector jobs. To continue this growth, my Securing Florida's Future Budget recommends investing \$85 million in funding for the Florida Job Growth Grant Fund which will promote public infrastructure and job training to help ensure more businesses choose to grow and invest in Florida. We will continue to work to make our state more business-friendly, including fighting to cut taxes, to help secure Florida's future as the best place for families and job creators to succeed.

Thank you for helping make sure every family has the opportunity to succeed here in the Sunshine State. Please let me know your ideas for how we can continue to secure Florida's future and ensure our children and grandchildren have the opportunity to succeed in our great state.

Sincerely,

A handwritten signature in blue ink, appearing to read "Rick Scott".

Rick Scott  
Governor

[@FLGovScott](https://twitter.com/FLGovScott)

THE CAPITOL  
TALLAHASSEE, FLORIDA 32399 • (850) 717-9249

[www.FLGov.com](http://www.FLGov.com)

# CDBG CLIENT REFERENCES



## City of Alachua

**MAYOR GIB COERPER**  
Vice Mayor Shirley Green Brown  
Commissioner Robert Wilford  
Commissioner Gary Hardacre  
Commissioner Ben Boukari, Jr.

**OFFICE OF THE CITY MANAGER**  
**TRACI L. GRESHAM**

July 26, 2017

### To Whom It May Concern:

The City of Alachua is pleased to offer this letter of reference for Summit Professional Services, Inc. Working directly with Scott Modesitt, AICP, Project Development Director, the City was able to secure \$700,000 in funding under the FFY 2013 Neighborhood Revitalization category for our street improvements/repaving project. The firm was recently selected to perform grant administration services for upcoming projects in both the Neighborhood Revitalization category and Economic Development category.

Mr. Modesitt was very helpful in guiding our staff through each required step of the grant's application and administration process. The Summit team is extremely informative and up to date on all regulations regarding Community Development Block Grant Projects funded through the Department of Economic Opportunity. Their consistent high level of professionalism, responsiveness and expertise are nothing less than exceptional.

On behalf of the City of Alachua, I whole heartedly recommend Summit Professional Services, Inc. for your grant consulting and program administration needs.

Sincerely,

A handwritten signature in blue ink that reads "Traci L. Gresham".

Traci L. Gresham  
City Manager

# CDBG CLIENT REFERENCES



**CITY OF CALLAWAY**  
CITY HALL  
6601 EAST HIGHWAY 22, CALLAWAY, FL 32404  
PHONE 850-871-6000 • FAX 850-871-2444  
WWW.CITYOFCALLAWAY.COM

**MAYOR**  
BOB PELLETIER

**COMMISSIONERS**  
MELBA COVEY  
PAM HENDERSON  
RON FAIRBANKS  
JOSEPH TOWNSEND

August 18, 2017

To Whom It May Concern:

The City of Callaway is pleased to offer this letter of reference for Summit Professional Services, Inc. Working directly with Denis Dingman, Vice-President, the City was able to secure a CDBG Housing Rehabilitation grant for the City totaling \$750,000 under the FFY 2009 Housing Rehabilitation category for repair and/or replacement of numerous homes within the city.

More recently, Summit Professional Services was selected to perform grant administration services for a subsequent project in the Housing Rehabilitation category for repair and/or replacement of homes within the City for an additional amount of \$750,000, bringing their total grants secured for the City of Callaway to a whopping \$1,500,000. To say we, as well as the citizens of Callaway, are pleased and excited is an understatement. Additionally, Summit has also assisted staff in the development of funding strategies for stormwater management and public infrastructure needs.

Mr. Dingman is always very helpful in guiding our staff through the required steps of the grant's application and administration process, always keeping us apprised of the next steps well in advance. The Summit team is up to date and well versed on all regulations regarding Community Development Block Grant Projects funded through the Department of Economic Opportunity. Their consistent professionalism and expertise are second to none.

On behalf of the City of Callaway, I whole heartedly recommend Summit Professional Services, Inc. for your grant consulting and program administration needs.

Sincerely,

A handwritten signature in black ink, appearing to read "Keith Cook".

Keith "Eddie" Cook,  
City Manager

ec/jlp

**FIRE DEPARTMENT**  
P: 850-871-5300  
F: 850-871-5564

**LEISURE SERVICES**  
P: 850-874-0031  
F: 850-874-9977

**PLANNING / CODE ENFORCEMENT**  
P: 850-871-4672  
F: 850-871-2404

**PUBLIC WORKS**  
P: 850-871-1033  
F: 850-871-2416

**ARTS & CONFERENCE CENTER**  
P: 850-874-0035  
F: 850-874-0706

*"This institution is an equal opportunity provider and employer."*

## CDBG CLIENT REFERENCES

---

**Lannie L. Corbin**  
*City Manager*



Office: (850) 279-6436  
Fax: (850) 729-4013  
E-mail: [cobinl@niceville.org](mailto:cobinl@niceville.org)  
208 N. Partin Drive  
Niceville, Florida 32578

**"Home of the Boggy Bayou Mullet Festival"**

Tuesday, August 22, 2017

To Whom It May Concern:

The City of Niceville has had the pleasure of working with Summit Professional Services, Inc., since 2008 and we continue to be extremely happy with their efforts on our citizen's behalf.

At the present time, they are working with the City to administer the third CDBG Housing Rehabilitation project. Each grant was completed ahead of schedule, allowing the City to reapply.

We have been very pleased with the level of service that we have received from the Summit Team and consider them to be true professionals in this industry. They consistently go above and beyond in order to help the City achieve its goals.

I would highly recommend the professional services of the Summit team.

Sincerely,

Lannie L. Corbin  
City Manager

# CDBG CLIENT REFERENCES

MAYOR  
Hal J. Rose

DEPUTY MAYOR  
Andrea Young

COUNCIL MEMBERS  
Pat Bentley  
Adam Gaffney  
Bill Metrick  
Barbara A. Smith  
John "Coach" Tice



Mayor Hal J. Rose  
City Hall  
2240 Minton Road  
West Melbourne, FL 32904  
Phone: (321) 837-7774  
Fax: (321) 768-2390  
www.westmelbourne.org

August 24, 2017

To Whom It May Concern:

The City of West Melbourne is pleased to offer this letter of reference for Summit Professional Services, Inc. We have worked with Scott Modesitt, AICP, Project Development Director, on a project which enabled the City to secure funding for a waterline project through the Neighborhood Revitalization category.

Mr. Modesitt has helped guide our staff through each step of the process. Summit Professional Services is extremely knowledgeable and responsive to the requests and requirements for Community Development Block Grant Projects funded through the Department of Economic Opportunity. They have impressively went above and beyond in order to help the City and ultimately our citizens.

On behalf of the City of West Melbourne, I would recommend Summit Professional Services, Inc. for any grant consulting and program administration needs.

Sincerely,

A handwritten signature in blue ink that reads "Hal Rose".

Hal J. Rose  
Mayor

HR/tn

## CDBG CLIENT REFERENCES

135 Highway 40 West  
Post Office Drawer 429  
Inglis, Florida 34449

(352) 447-2203  
(352) 447-2204  
Fax (352) 447-1879



August 21, 2017

To Whom It May Concern:

We are pleased to recommend Summit Professional Services Inc. to anyone who may be in need of grant services. We have had the privilege of working with Dennis and Marle Dingman along with Scott Modesitt for many years. Their strive for excellence has been proven time and time again. They have successfully administered several grants for the Town of Inglis. Among the list were a Water Tower, Storm Water Management funding that addressed our storm water issues, Recreational grants and CDBG Grants.

We recently closed out our 2013 CDBG grant and as always they were on hand and guided us through every aspect of the grant process from start to finish. They have always gone far above and beyond what we expected. If you are fortunate enough to have them in your services you will not be disappointed. They are professional, honest and caring and will work to achieve the goals you set before them.

I am very confident that Summit Professional Services will provide your business or community the same professional caring service that they have provided to our town over the years.

Please feel free to contact me or my staff with any questions or concerns you may have in your selection process. Again I highly recommend to you the services provided by this dedicated firm.

Sincerely:

A handwritten signature in cursive script, appearing to read "Drinda B. Merritt".

Drinda B. Merritt,

Mayor

---

"Gateway to the Gulf"

## CDBG CLIENT REFERENCES

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220 N. Tubb Street • Post Office Box 98 • Oakland, FL 34760-0098 • 407.656.1117 (voice) • 407.656.2940 (fax)

December 4, 2017

RE: Summit Professional Services, Inc.

To Whom It May Concern:

I am pleased to offer this Letter of Recommendation for Summit Professional Services, Inc. on behalf of the Town of Oakland. Summit recently completed the last of several very successful CDBG Housing Rehabilitation programs for the Town. The program was completed on time and under budget.

Summit Professional Services, Inc. has continued to assist the Town with development of a future application and we look forward to working with them again on another successful project.

I am confident that Summit Professional Services, Inc. will provide your community with the same excellent service that they have provided to the Town of Oakland. On behalf of the Town of Oakland, I am pleased to recommend Summit Professional Services, Inc. as your grant consultant and program administrator.

Thank you,



Dennis Foltz, Town Manager

# CDBG CLIENT REFERENCES

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## City of Monticello

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### CITY COUNCIL

**George Evans**  
Group 1, Vice-Mayor

June 14, 2018

**Steve Rissman**  
Group 2

To Whom it May Concern

**Julie Conley**  
Group 3

In re: Summit Professional Services

**John Jones**  
Group 4, Mayor

It is my pleasure to write a letter of recommendation for Summit Professional Services.

**Troy Avera**  
Group 5

Summit Professional Services has assisted the City with several Community Development Block Grants, most recently a Housing Rehabilitation Grant. Through Summit's efforts, the City was able to complete more houses within the grant funding than originally anticipated, and the firm's intimate knowledge of the program's regulations, requirements, and reporting has made the process of administering the grant a smooth process. Summit Professional Services has been selected by the City to perform grant administration services for the next cycle of CDBG grants.

**Emily Anderson**  
City Clerk/Treasurer

**Steve Wingate**  
City Manager

All partners and employees of the firm have provided prompt, professional, and efficient service, which is especially appreciated since Monticello is a small, economically-disadvantaged community without personnel dedicated solely to grant management. In addition, the firm is in constant contact with us to advise of current, upcoming, or potential grant funding which may meet the City's objectives.

If I can provide any further information, please do not hesitate to contact me.

Very truly yours,



Emily Anderson  
City Clerk/Treasurer

EA/a

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245 South Mulberry Street • Monticello, Florida 32344-1307 • (850) 342-0153

Fax (850) 997-2217

E-mail: eanderson@mymonticello.net



# Emergency Services of Putnam County

## Fire – EMS – Emergency Management

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September 19, 2014

**RE: Summit Professional Services, Inc.**

To Whom It May Concern:

I am pleased to offer this Letter of Recommendation for Summit Professional Services, Inc. on behalf of Putnam County Emergency Management. Summit just completed two very successful CDBG Disaster Recovery Programs for the County totaling over \$1.6 million.

These funds were used to complete the following projects:

- Repair of the Paradise Point Wastewater Treatment Facility and Collection System
- Repair of the Port Buena Vista Wastewater Treatment Facility and Collection System
- Roof Renovation of the Price Martin Community Center in the City of Palatka
- Drainage improvements on Fourth Avenue in the Town of Welaka
- Construction of a new Emergency Operations Logistical Storage and Staging Facility

Summit Professional Services, Inc. has continued to assist the County with development of a future application for disaster recovery funding and we look forward to working with them again on another successful project.

I am confident that Summit Professional Services, Inc. will provide any community with the same excellent service that they have provided to our County as a grant consultant and program administrator.

Thank you,

A handwritten signature in blue ink, appearing to read 'Ryan Simpson', is written over a light blue horizontal line.

Ryan Simpson, FPEM, MPA  
Emergency Management Preparedness Coordinator

## CDBG CLIENT REFERENCES

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# CITY OF NEWBERRY

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25440 West Newberry Road · P.O. Box 369  
Newberry, Florida 32669  
(352) 472-2161 · FAX (352) 472-7026

February 27, 2012

Re: Recommendation Letter for Summit Professionals, Inc.

To whom it may concern:

Please accept this letter of recommendation for Summit Professional Services, Inc. It is my understanding that Summit Professionals is submitting for your consideration a proposal to provide consulting services on a large Economic Development CDBG project in the Florida Panhandle. For the City of Newberry, Summit has proven itself to be a highly qualified firm well able to facilitate and develop successful CDBG applications as well as expertly administer funded projects through to completion and in compliance with requirements.

The City of Newberry has been working with Summit for over ten years now, and during that time, Summit has helped the City obtain millions of dollars in economic development funding. In addition to significant expansion and improvement of the City's public infrastructure, this funding has resulted in over 100 new jobs at five new local businesses in the City. Summit most recently assisted the City with grant funding in the amount of \$700,000 for the Nations Park Baseball Facility. Scheduled to open this summer, this park will be a tournament site that is projected to attract between 90-120,000 people to tournaments in Newberry each summer. The grant is helping to provide sewer and electrical infrastructure to Phase 1 of the facility. With 16 fields being constructed, Phase 1 will make it the largest complex of its kind in America. Phase 2 will expand the park to 32 fields, which would make it the largest in the world.

In addition to the Economic Development Community Development Block Grants, Summit has worked together with City staff to obtain grant funding for parks and recreation, land conservation acquisition, street paving, water and sewer utilities and historic preservation. Whether it is presenting to the City Commission, coordinating project administration, addressing financial details, or emailing with City staff, we are continually impressed by Summit's high level of professionalism, responsiveness, continuity, and expertise. It is with great confidence that we recommend the consulting services provided by Summit Professional Services, Inc.

If we may provide you with any further information to assist in your consideration of Summit Professional Services, Inc., please feel free to contact me.

Sincerely,



Keith Ashby  
City Manager

## CDBG CLIENT REFERENCES

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### *Clyde Cosgrove Builders Inc.*

PO Box 428  
Crystal River, Fl. 34423  
(352) 795-1248  
Fax (352) 795-0941  
Homesbycosy.com  
CBC059752      CBC1251134

March 19, 2015

**TO WHOM IT MAY CONCERN:**

*I am a State of Florida building contractor located in Citrus County, Fl. I contract to build new homes in the surrounding counties. My company has been awarded government grants for rehabilitation programs and block grants in Citrus, Levy, Alachua, and Orange counties. I have had the pleasure of working with Dennis Dingman and Marie Dingman affiliated with Summit Professional Services. I have had a professional relationship throughout the complete phase of construction, from contract signing with the clients, selecting colors for his clients new home, supervision of projects, and financial matters, through completion of projects. I have been able to witness how knowledgeable and professional that Dennis is . He always is on task and his relationship with clients and the builder is stupendous. Dennis has the ability to address any situation that may arise for completion of his projects in a timely manner and under budget as his professionalism and experience attest to this. As a building contractor that has completed projects for Dennis, he has always been responsive, courteous, professional and dedicated to his profession as a CDBG Housing Administrator . I personally, would highly recommend Dennis Dingman to be the Housing Administrator for any future projects.*

Sincerely,  
Chad Cosgrove

*Chad Cosgrove*



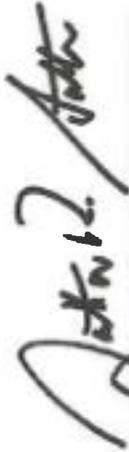
**CERTIFIED MINORITY/WOMAN  
OWNED BUSINESS**

State of Florida

Woman Business Certification

Summit Professional Services, Inc.

Is certified under the provisions of  
287 and 295.187, Florida Statutes, for a period from:  
03/16/2021 to 03/16/2023



Jonathan R. Salter, Secretary  
Florida Department of Management Services



Office of Supplier Diversity  
4050 Esplanade Way, Suite 380  
Tallahassee, FL 32399  
850-487-0915  
www.dms.myflorida.com/osd



**FEE AND PROPOSED FEE BASIS**

# FEE AND PROPOSED FEE BASIS

## GRANT ADMINISTRATION SERVICES FEES

### Regular Category

#### FFY 2021 and/or FFY 2022 Community Development Block Grant

<u>Housing Rehabilitation Award</u>	<u>Fee (%)</u>	<u>Fee (\$)</u>
\$700,000	14.5%	\$101,500
<u>Neighborhood Revitalization Award</u>	<u>Fee (%)</u>	<u>Fee (\$)</u>
\$700,000	7.5%	\$52,500

### Economic Development Category

#### FY 2021 and/or FY 2022 Community Development Block Grant

<u>ED Block Grant Award</u>	<u>Fee (%)</u>
Up to \$1,500,000	7.5%

## PLANNING, APPLICATION AND PROGRAM ADMINISTRATION SERVICES FEES FOR OTHER PROGRAMS

Planning, Application and Program Administration Services fees for other grants/loans such as RD and EDA obtained for a project shall be based upon complexity of the program, work-hour estimates, and non-duplication of services, but shall not exceed 7.5% of the total grant/loan amount of that project. All final fees are subject to negotiation of a fair fee by the County. Some programs, such as those through EDA and RD, will require establishment by the County of temporary financing. Most pre-construction costs can then be recovered by reimbursement upon accomplishing milestones set by the program.



**APPENDIX**

## APPENDIX

### ***SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES***

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Franklin County, Florida by Dennis Dingman, Vice President for Summit Professional Services, Inc., whose business address is Post Office Box 18168, Panama City Beach, Florida 32417, and its Federal Employer Identification No. (FEIN) is 59-3400511.
2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity.

## APPENDIX

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The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

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

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

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

# APPENDIX

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Devin Dingman  
Signature

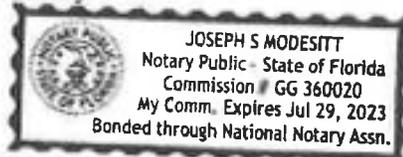
Sworn to and subscribed before me this 9<sup>th</sup> day of May, 2022

Personally known X

Or Produced Identification \_\_\_\_\_

\_\_\_\_\_  
(Type of Identification)

J. Scott Modesitt  
Notary Public - State of Florida



\_\_\_\_\_  
(Printed, typed or stamped commissioned name of notary public)

# APPENDIX

## SUMMIT PROFESSIONAL SERVICES, INC.

### DRUG FREE WORKPLACE POLICY

Summit Professional Services, Inc. ("Summit") in accordance with Florida Statue 287.087 hereby certifies the following:

1. A statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition is published.
2. Employees are informed about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Each employee engaged in providing the commodities or contractual services that are under bid is given a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), employees are notified that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Sanction on, or the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, is required by any employee who is so convicted.
6. A good faith effort to continue to maintain a drug-free workplace through implementation of this policy will be made.

As the person(s) authorized to sign the statement, I certify that Summit Professional Services, Inc., complies fully with the above requirements.

*Marie Dingman*

\_\_\_\_\_  
President

5/9/2022

Date

*Dennis Dingman*

\_\_\_\_\_  
Vice President

5/9/2022

Date

# APPENDIX

## SUMMIT PROFESSIONAL SERVICES, INC.

### EQUAL OPPORTUNITY EMPLOYMENT POLICY

Applicants for employment will not be subjected to discrimination based on race, color, religion, sex, marital status, age, disability, national origin, or any other protected class under the law with respect to terms and conditions of employment and promotion. These considerations will be applied to the employment of disabled individuals and disabled veterans.

Freedom from discrimination includes freedom from any form of discriminatory harassment, due to a person's race, color, religion, sex, marital status, age, disability, or national origin, whether committed by supervisory or non-supervisory personnel. Prohibited forms of harassment include conduct which has the purpose or effect of unreasonably interfering with the employee's work performance or creating an environment which is hostile, or offensive to the employee. Employees should feel free to voice any concerns about potential discriminatory practices without fear of reprisal. Employees found to be engaging in any type of unlawful discrimination or harassing behaviors will be subject to disciplinary action up to and including termination.

*Marie Dingman*

\_\_\_\_\_  
President

5/9/2022

Date

*Deann Dingman*

\_\_\_\_\_  
Vice President

5/9/2022

Date

**SUMMIT PROFESSIONAL SERVICES, INC.**

**PO Box 18168  
Panama City Beach, Florida 32417**

**97 Hombre Circle  
Panama City Beach, FL 32407  
Phone: (850) 570-2824 / (850) 570-2823  
Fax: (850) 684-5062**



**FRANKLIN COUNTY**  
**Request for Proposals for Grant Administration Services**

Franklin County advertised for proposals for grant administrative services. Proposals were due by 4:00 p.m. on Thursday, May 12, 2022, and opened at 4:15 p.m. on the same day. Only one proposal was submitted, by Summit Professional Services, Inc. of Panama City Beach, Florida. This one proposal was evaluated to make sure they met the minimum qualifications to provide the service.

**Successful Experience with Florida Small Cities CDBG.**

The proposal lists eight specific examples of counties and small towns that Summit Professional Services, Inc. has provided a variety of grant administrative services for, including CDBG, SHIP, FRDAP, and Historic grants. These include the City of Callaway and the City of Mexico Beach. Ninety-six additional grants are listed that have been successfully completed, from 2002 to 2019. (Recommended score: 25 points)

**Management and Staff Qualifications, Availability.**

The President of Summit Professional Services, Inc. has over 40 years of financial management and grant administration experience. Other staff members of the company have experience in grant management as well as construction inspection experience that will serve well in any housing grants. (Recommended score: 20 points)

**Understanding of Local Needs and Approach to Project.**

The proposal reflects an understanding of the needs of Franklin County and a reasonable approach to grant administration from project development to final closeout. (Recommended score: 25 points)

**Reputation and Client References.**

Summit Professional Services, Inc. has solid references for their CDBG work from various cities in Florida, Putnam County and a private contractor who has worked on a housing rehabilitation program with them. Summit Professional Services, Inc. is also recommended as a good firm by Franklin County's former CDBG consultant, Deborah Belcher. (Recommended score: 20 points)

**Certified Minority/Woman Owned Business.**

Summit Professional Services, Inc. is certified by the Florida Department of Management Services as a Woman Owned Business. A copy of the certificate is on page 38 of the submitted proposal. (Recommended score: 5 points)

**Fee and Proposed Fee Basis.**

Summit Professional Services, Inc. has submitted a sound proposal on their basis of fees. (Recommended score: 5 points)

*Maui C. Curnton*  
*May 13, 2022*

**REQUEST FOR PROPOSALS FOR GRANT ADMINISTRATION SERVICES**

**PROPOSAL RANKING SHEET**

CATEGORY	TOTAL POINTS AVAILABLE	POINTS AWARDED
<b>1) SUCCESSFUL EXPERIENCE WITH FLORIDA SMALL CITIES CDBG - 25 POINTS AVAILABLE</b> <b>NOTES:</b> Summit Professional Services had applied for and administered over 100 Community Development Block Grants various communities in Florida.	25	25
<b>2) MANAGEMENT AND STAFF QUALIFICATIONS, AVAILABILITY - 20 POINTS</b> <b>NOTES:</b> The staff and management team at Summit have years of program experience and industry specific knowledge relative to housing.	20	20
<b>3) UNDERSTANDING OF LOCAL NEEDS AND APPROACH TO PROJECT - 25 POINTS</b> <b>NOTES:</b> Based upon Summit's proposal, it seems the county will experience the same level of attentiveness oversight and program management that was provided by the previous CDBG Grant Administrator. Summit is also based nearby in Panama City so in-person meetings will not be a problem.	25	25
<b>4) REPUTATION AND CLIENT REFERENCES - 20 POINTS</b> <b>NOTES:</b> Summit had eleven letters of reference included in their proposal. Projects mentioned in the letters of reference were similar to those which Franklin County would pursue - included regional references were Callaway, Niceville and Monticello.	20	20
<b>5) CERTIFIED MINORITY/WOMAN OWNED BUSINESS - 5 POINTS FOR PRIME, MAX 3 POINTS FOR SUB</b> <b>NOTES:</b> Proposal included a copy of the Wman Business Certification from the State of Florida	5	5
<b>6) FEE AND PROPOSED FEE BASIS - 5 POINTS</b> <b>NOTES:</b> Fees are less than the set administrative allowance and all fees will be covered by the grant.	5	5

TOTAL      100      100

*Kevin Garrison*  
 PRINTED NAME OF RANKING COMMITTEE MEMBER

*[Signature]*  
 SIGNATURE OF RANKING COMMITTEE MEMBER

*05/13/2022*  
 DATE

REQUEST FOR PROPOSALS FOR GRANT ADMINISTRATION SERVICES

PROPOSAL RANKING SHEET

CATEGORY	TOTAL POINTS AVAILABLE	POINTS AWARDED
1) SUCCESSFUL EXPERIENCE WITH FLORIDA SMALL CITIES CDBG - 25 POINTS AVAILABLE NOTES: PROVIDER VARIED AMOUNT OF GRANT ADMIN SERVICES; WORKED WITH NUMEROUS FLORIDA COMMUNITIES	25	25
2) MANAGEMENT AND STAFF QUALIFICATIONS, AVAILABILITY - 20 POINTS NOTES: STAFF HAS EXPERIENCE IN HOUSING + CONSTRUCTION; MANAGEMENT TEAM HAS YEARS OF GRANT ADMIN EXPERIENCE	20	20
3) UNDERSTANDING OF LOCAL NEEDS AND APPROACH TO PROJECT - 25 POINTS NOTES: EXPERIENCE WITH OTHER FLORIDA COMMUNITIES WILL BENEFIT FRANKLIN COUNTY, BASED ON PROPOSAL	25	25
4) REPUTATION AND CLIENT REFERENCES - 20 POINTS NOTES: RECOMMENDATION FROM THE FORMER CDBG CONSULTANT + OTHER REFERENCES	20	20
5) CERTIFIED MINORITY/WOMAN OWNED BUSINESS - 5 POINTS FOR PRIME, MAX 3 POINTS FOR SUB NOTES: FLORIDA CERTIFIED WOMAN OWNED BUSINESS	5	5
6) FEE AND PROPOSED FEE BASIS - 5 POINTS NOTES: FEES ARE WELL THAN ALLOWED	5	5

TOTAL 100 100

MICHAEL MORAN  
PRINTED NAME OF RANKING COMMITTEE MEMBER

*Michael Moran*  
SIGNATURE OF RANKING COMMITTEE MEMBER

5/13/22  
DATE

**NOTICE OF AWARD**

---

Date of Issuance:

Owner: **Franklin County Board of County Commissioners**

Owner's Contract No.:

Engineer: **Dewberry Engineers Inc.**

Engineer's Project No.: **50112849**

Project: **St. George Island Fishing Pier Road Repairs**

Contract Name:

Bidder: **Pigott Asphalt and Sitework, LLC**

Bidder's Address: **12 Asphalt Way, Crawfordville, Fl. 32327**

**TO BIDDER:**

You are notified that Owner has accepted your Bid dated May 2, 2022 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

**St. George Island Fishing Pier Road Repairs.**

The Contract Price of the awarded Contract is: \$ 97,230.25

3 unexecuted counterparts of the Agreement accompany this Notice of Award.

a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner [3] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [*e.g., performance and payment bonds*] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

---

Owner: **Franklin County Board of County Commissioners**

\_\_\_\_\_  
Authorized Signature

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

Title: **Chairman, Franklin County Board of County Commissioners**

Copy: Engineer

**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Franklin County Board of County Commissioners (“Owner”) and  
North Florida Construction, Inc. (“Contractor”).

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

*Project’s Description: Performing FEMA funded repairs to Island View Park which consist of asphalt concrete grading, dock work, etc. Island View Park is located approximately 1.8 miles East of Carrabelle, Florida.*

**ARTICLE 2 – THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

**Franklin County Island View Park Repairs**

**ARTICLE 3 – ENGINEER**

3.01 The Project has been designed by Dewberry Engineers, Inc.

3.02 The Owner will provide a representative to assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially completed within 75 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 90 days after the date when the Contract Times commence to run.

#### 4.03 *Liquidated Damages*

Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$ 250 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$ 250 for each day that expires after such time until the Work is completed and ready for final payment.

#### **ARTICLE 5 – CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. This item has been intentionally left blank.
- B. This item has been intentionally left blank.
- C. This item has been intentionally left blank.
- D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

#### **ARTICLE 6 – PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
  1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

- a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
  - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions.

#### 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

### **ARTICLE 7 – INTEREST**

- 7.01 All amounts not paid when due shall bear interest at the maximum legal rate.

### **ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS**

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site.
  - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
  - F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 *Contents*

- A. The Contract Documents consist of the following:
  - 1. This Agreement
  - 2. Performance bond
  - 3. Payment bond
  - 4. General Conditions
  - 5. Supplementary Conditions
  - 6. Division II and III Specifications of the FDOT Standard Specifications for Road and Bridge Construction, dated July 2021 and any implemented modifications of those specifications. (not attached but incorporated by reference.)
  - 7. Drawings (as Appendix A) consisting of sheets C1-C6, D1-D2, E1-E3 dated February 2022.
  - 8. Addenda (numbers █ to █ inclusive).
  - 9. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid
    - b. Appendices:
      - 1) Appendix A – Construction Drawings
      - 2) Appendix B – Davis Bacon Wage Decision
      - 3) Appendix C – Florida Public Entity Crimes Statement
      - 4) Appendix D – Byrd Anti-Lobbying Amendment Certification Form
      - 5) Appendix E – Copeland Anti-Kickback Act (40 U.S.C. 3145) Certification Form
      - 6) Appendix F – Drug Free Workplace Statement
      - 7) Appendix G – Federal Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
      - 8) Appendix H – Addendum to Agreement Between Owner & Contractor

10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
  - a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.
  - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## **ARTICLE 10 – MISCELLANEOUS**

### **10.01 *Terms***

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### **10.02 *Assignment of Contract***

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### **10.03 *Successors and Assigns***

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### **10.04 *Severability***

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### **10.05 *Contractor's Certifications***

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. This section has been intentionally left blank.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

**Franklin County Board of County  
Commissioners**

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

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

Title: Chairman, Franklin County BOCC

Title: \_\_\_\_\_

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

License No.: \_\_\_\_\_  
*(where applicable)*

**NOTICE OF AWARD**

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Date of Issuance:

Owner: **Franklin County Board of County Commissioners**

Owner's Contract No.:

Engineer: **Dewberry Engineers Inc.**

Engineer's Project No.: **50112854**

Project: **Franklin Co. Island View Park Repairs**

Contract Name:

Bidder: **North Florida Construction, Inc.**

Bidder's Address: **PO Box 129 Clarksville, FL 32430**

**TO BIDDER:**

You are notified that Owner has accepted your Bid dated April 4, 2022 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

**Franklin County Island View Park Repairs.**

The Contract Price of the awarded Contract is: \$ 1,644,480.00

3 unexecuted counterparts of the Agreement accompany this Notice of Award.

a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner [3] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [*e.g., performance and payment bonds*] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

---

Owner: **Franklin County Board of County Commissioners**

\_\_\_\_\_  
Authorized Signature

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

Title: **Chairman, Franklin County Board of County Commissioners**

Copy: Engineer

**RECIPIENT/SUBRECIPIENT AGREEMENT**

STATE OF FLORIDA

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

FWC Agreement No. 21107

<b>Federal Grant Information</b>	
<b>CFDA Title(s):</b> Enter CFDA Title	<b>CFDA No(s):</b> Enter CFDA Number(s)
<b>Name of Federal Agency(s):</b> Enter Federal Agency Name	
<b>Federal Award No(s):</b> Enter Federal Award Number(s)	<b>Federal Award Year(s):</b> Enter Federal Award Year(s)
<b>Federal Award Name(s):</b> Enter Federal Award Name(s)	
<b>State Grant Information</b>	
<b>CSFA Title(s):</b> Florida Boating Improvement Program	<b>CSFA No(s):</b> 77.006:
<b>State Award No(s):</b> 21107	<b>State Award Year(s):</b> 2021
<b>State Award Name(s):</b> Franklin County Board of County Commissioners – St. George Island Boat Ramp Improvements	

This Agreement is entered into by and between the Florida Fish and Wildlife Conservation Commission, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter “Commission” or “FWC,” and Franklin County Board of County Commissioners, 59-6000612, whose address is 34 Forbes Street, Suite 1, Apalachicola, Florida, 32320, the Recipient/Subrecipient, hereinafter “Recipient”, collectively, “Parties”.

**INTRODUCTORY CLAUSES**

**WHEREAS**, Commission and Recipient intend to partner together to design, engineer, and permit renovations to the St. George Island Boat Ramp;

**WHEREAS**, such benefits are for the ultimate good of the State of Florida, its resources, wildlife, and public welfare.

**TERMS OF THE AGREEMENT**

The Commission and the Recipient, for the considerations stated in this Agreement, agree as follows:

**Section 1. PROJECT DESCRIPTION.**

The Recipient shall provide the services and perform the specific responsibilities and obligations, as set forth in the Scope of Work, attached hereto as Attachment A, which specifically identifies project tasks and accompanying

deliverables. These deliverables must be submitted and approved by the Commission prior to any payment. The Commission will not accept any deliverable that does not comply with the specified required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If this agreement is the result of Recipient responses to the Commission's request for competitive or other grant proposals, the Recipient's response is hereby incorporated by reference.

## **Section 2. PERFORMANCE.**

The Recipient shall perform the activities described in Attachment A in a proper and satisfactory manner. Unless otherwise provided for in Attachment A, any and all equipment, products or materials necessary or appropriate to perform under this Agreement shall be supplied by the Recipient. The Recipient shall obtain all necessary local, state, and federal authorizations necessary to complete this project, and the Recipient shall be licensed as necessary to perform under this Agreement as may be required by law, rule, or regulation; the Recipient shall provide evidence of such compliance to the Commission upon request. The Recipient shall procure all supplies and pay all charges, fees, taxes and incidentals that may be required for the completion of this Agreement. By acceptance of this Agreement, the Recipient warrants that it has the capability in all respects to fully perform the requirements and the integrity and reliability that will assure good-faith performance as a responsible Recipient. The Recipient shall immediately notify the Commission's Grant Manager in writing if its ability to perform under the Agreement is compromised in any manner during the term of the Agreement. The Commission shall take appropriate action, including potential termination of this Agreement, in the event the Recipient's ability to perform under this Agreement becomes compromised.

## **Section 3. AGREEMENT PERIOD.**

**Agreement Period and Commission's Limited Obligation to Pay.** The Agreement shall be effective upon execution by the last Party to sign and shall remain in effect through 06/30/2024.

However, if this Agreement is made pursuant to a grant award as authorized by Rule 68-1.003, F.A.C., the referenced grant programs may execute Agreements with a retroactive start date of no more than sixty (60) days, provided that approval is granted from the Executive Director or his/her designee and that it is in the best interest of the Commission and State to do so. For this Agreement, the retroactive start date was not approved. The Commission's Grant Manager shall confirm the specific start date of the Agreement by written notice to the Recipient. The Recipient shall not be eligible for reimbursement or compensation for grant activities performed prior to the start date of this Agreement nor after the end date of the Agreement. For this Agreement, pre-award costs are not eligible for reimbursement. If necessary, by mutual agreement as evidenced in writing and lawfully executed by the Parties, an Amendment to this Agreement may be executed to lengthen the Agreement period.

## **Section 4. COMPENSATION AND PAYMENTS.**

### **A. Compensation.**

As consideration for the services rendered by the Contractor under the terms of this Agreement, the Commission shall pay the Recipient on a cost reimbursement basis in an amount not to exceed \$80,000.00.

### **B. Payments.**

The Commission shall pay the Recipient for satisfactory performance of the tasks identified in Attachment A as evidenced by the completed deliverables, upon submission of invoices, accompanied by supporting documentation sufficient to justify invoiced expenses or fees, and after acceptance of services and deliverables in writing by the Commission's Grant Manager. Unless otherwise specified in Attachment A,

invoices shall be due monthly, commencing from the start date of this Agreement. Invoices must be legible and must clearly reflect the Deliverables that were provided in accordance with the terms of the Agreement for the invoice period. Unless otherwise specified in Attachment A, a final invoice shall be submitted to the Commission no later than forty-five (45) days following the expiration date of this Agreement to assure the availability of funds for payment. Further, pursuant to Section 215.971(1)(d), F.S., the Commission may only pay the Recipient for allowable costs resulting from obligations incurred during the agreement period.

### **C. Invoices.**

Each invoice shall include the Commission Agreement Number and the Recipient's Federal Employer Identification (FEID) Number. Invoices, with supporting documentation, may be submitted electronically to the attention of the Commission's Grant Manager. If submitting hard copies, an original and two (2) copies of the invoice, plus all supporting documentation, shall be submitted. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Recipient acknowledges that the Commission's Grant Manager shall reject invoices lacking documentation necessary to justify invoiced expenses.

### **D. Match**

If this Agreement is made pursuant to a grant award as authorized by Rule 68-1.003, F.A.C., the Recipient is not required to contribute non-federal match towards this Agreement. If applicable, details regarding specific match requirements are included in Attachment A.

### **E. State Obligation to Pay.**

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation and authorization to spend by the Legislature. The Parties hereto understand that this Agreement is not a commitment to future appropriations but is subject to appropriation and authority to spend provided by the Legislature. The Commission shall be the final authority as to the availability of funds for this Agreement, and as to what constitutes an "annual appropriation" of funds to complete this Agreement. If such funds are not appropriated or available for the Agreement purpose, such event will not constitute a default on behalf of the Commission or the State. The Commission's Grant Manager shall notify the Recipient in writing at the earliest possible time if funds are not appropriated or available.

### **F. Non-Competitive Procurement and Rate of Payment.**

Section 216.3475, F.S., requires that under non-competitive procurements, a Recipient may not receive a rate of payment in excess of the competitive prevailing rate for those services unless expressly authorized in the General Appropriations Act. If applicable, Recipient warrants, by execution of this Agreement, that the amount of non-competitive compensation provided in this Agreement is in compliance with Section 216.3475, F.S.

### **G. Cost Reimbursement**

If the Compensation section indicates this is a cost reimbursement Agreement, the Recipient shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in Attachment A. To be eligible for reimbursement, costs must follow the requirements of Section 215.971, F.S. and must also be in compliance with other laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the [Reference Guide for State Expenditures](#).

Invoices submitted for cost reimbursement must be itemized by expenditure category as outlined in the approved Agreement budget. Additionally, the invoice must evidence the completion of all tasks required to

be performed for the deliverable and must show that the Recipient met the minimum performance standards established in the Agreement. The Commission is required to maintain detailed supporting documentation and to make it available for audit purposes. By submission of the payment request, the Commission is certifying that the detailed documentation to support each item on the itemized invoice is on file at the agency and is available for audit.

Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for the categories in the approved Agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided. The Commission may require more detailed documentation as deemed appropriate to satisfy that the terms of the Agreement have been met.

Listed below are types and examples of their supporting documentation:

- i. **Salaries:** Timesheets that support the hours worked on the project or activity must be kept. A payroll register or similar documentation should be submitted and maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- ii. **Tuition:** If the Commission determines tuition, stipends, and/or waivers are allowable costs, the payments must result from obligations incurred during the specified agreement period. Documentation must be provided to show compliance with 215.971, F.S. Examples include but are not limited to keeping timesheets/time and effort reports/logs that support the hours worked on the project or activity. If an individual for whom tuition, stipends and/or waivers are being claimed are paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- iii. **Fringe Benefits:** Supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the Agreement specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.
  - a. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- iv. **Travel:** To the extent the Commission determines travel is an allowable cost, reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher along with supporting receipts and invoices.
- v. **Other Direct Costs:** To the extent the Commission determines other direct costs are allowable, reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements).
- vi. **In-House Charges:** Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- vii. **Indirect Costs:** To the extent the Commission determines that indirect costs are allowable, and the Agreement specifies that indirect costs will be paid based on a specified rate, then the calculation should be provided in the Agreement's budget breakdown. Indirect costs must be in the approved

Agreement budget and the Recipient must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

For cost reimbursement Agreements with another State agency (including State universities):

In lieu of the detailed documentation described above, alternative documentation may be submitted to substantiate the costs requested to be reimbursed. This alternative documentation may be in the form of FLAIR reports or other reports containing sufficient detail.

#### **H. Time Limits for Payment of Invoices.**

Payments shall be made in accordance with Sections 215.422 and 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S. provides that agencies have five (5) working days to inspect and approve Deliverables, unless Attachment A specifies otherwise. If payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the Deliverables are received, inspected and approved, a separate interest penalty set by the Department of Financial Services pursuant to Section 55.03(1), F.S., will be due and payable in addition to the invoice amount. Invoices returned to a Recipient due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency.

#### **I. Electronic Funds Transfer.**

Recipient agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party has signed this Agreement. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at: <https://www.myfloridacfo.com/Division/AA/Vendors/default.htm>. Questions should be directed to the State of Florida's EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

#### **J. Vendor Ombudsman.**

A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency, may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

### **Section 5. RETURN OR RECOUPMENT OF FUNDS**

#### **A. Unobligated Funds.**

Pursuant to Section 215.971(1)(d)-(e), F.S., the Commission may only pay the Recipient for allowable costs resulting from obligations incurred during the agreement period, and any balance of unobligated funds that has been advanced or paid must be refunded to the Commission. Any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the Agreement must be refunded to the Commission as well. To be eligible for payment, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the above referenced laws and the [Reference Guide for State Expenditures](#).

#### **B. Overpayments to Recipient.**

Pursuant to Section 215.971(1)(f), F.S., any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the Agreement must be refunded to the Commission. In the event the Recipient or its independent auditor discovers that overpayment has been made, the Recipient shall repay said overpayment within forty (40) calendar days without prior notification from the Commission. In the

event the Commission first discovers an overpayment has been made, the Commission will notify the Recipient in writing. Should repayment not be made in a timely manner, the Commission shall be entitled to charge interest at the lawful rate of interest established pursuant to Section 55.03(1), F.S., on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the Commission's Grant Manager and made payable to the "Florida Fish and Wildlife Conservation Commission."

**C. Additional Costs or Monetary Loss Resulting from Recipient Non-Compliance.**

If the Recipient's non-compliance with any provision of the Agreement results in additional cost or monetary loss to the Commission or the State of Florida to the extent allowed by Florida Law, the Commission can recoup that cost or loss from monies owed to the Recipient under this Agreement or any other agreement between Recipient and the Commission. In the event the discovery of this cost or loss arises when no monies are available under this Agreement or any other agreement between the Recipient and the Commission, the Recipient will repay such cost or loss in full to the Commission within thirty (30) days of the date of notice of the amount owed, unless the Commission agrees, in writing, to an alternative timeframe. If the Recipient is unable to repay any cost or loss to the Commission, the Commission shall notify the State of Florida, Department of Financial Services, for resolution pursuant to Section 17.0415, F.S.

**Section 6. COMMISSION EXEMPT FROM TAXES, PROPERTY EXEMPT FROM LIEN.**

**A. Commission Exempt from Taxes.**

The Recipient recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement. The Recipient is placed on notice that this exemption generally does not apply to nongovernmental entity recipients, subrecipients, contractors, or subcontractors. Any questions regarding this tax exemption should be addressed to the Commission's Grant Manager.

**B. Property Exempt from Lien.**

If the Agreement involves the improvement of real property titled to the State of Florida, then the following paragraph applies:

The Recipient acknowledges that Property being improved is titled to the State of Florida and is not subject to lien of any kind for any reason. The Recipient shall include notice of such exemptions in any subcontracts and purchase orders issued hereunder.

**Section 7. MONITORING.**

The Commission's Grant Manager shall actively monitor the Recipient's performance and compliance with the terms of this Agreement. The Commission reserves the right for any Commission staff to make scheduled or unscheduled, announced or unannounced monitoring visits. Specific State and Federal monitoring terms and conditions are found in the Requirements of the Federal and Florida Single Audit Acts, Attachment B. Monitoring terms, conditions, and schedules may be included in Attachment A.

**Section 8. TERMINATION.****A. Commission Unilateral Termination.**

The Commission may unilaterally terminate this Agreement for convenience by providing the Recipient with thirty (30) calendar days of written notice of its intent to terminate. The Recipient shall not be entitled to recover any cancellation charges or lost profits. The Recipient may request termination of the Agreement for convenience.

**B. Termination – Fraud or Willful Misconduct.**

This Agreement shall terminate immediately in the event of fraud or willful misconduct. In the event of such termination, the Commission shall provide the Recipient with written notice of termination.

**C. Termination - Funds Unavailability.**

In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, the Commission may terminate this Agreement upon no less than twenty-four (24) hours' notice in writing to the Recipient. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. The Commission shall be the final authority as to the availability of funds and will not reallocate funds appropriated for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, the Recipient will be compensated for any work satisfactorily completed and any non-cancellable obligations properly incurred prior to notification of termination.

**D. Termination – Other.**

The Commission may terminate this Agreement if the Recipient fails to: 1.) comply with all terms and conditions of this Agreement; 2.) produce each deliverable within the time specified by the Agreement or extension; 3.) maintain adequate progress, thus endangering the performance of the Agreement; or, 4.) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences for default. The rights and remedies of the Commission in this clause are in addition to any other rights and remedies provided by law or under the Agreement. The Recipient shall not be entitled to recover any cancellation charges or lost profits.

**E. Recipient Discontinuation of Activities upon Termination Notice.**

Upon receipt of notice of termination, the Recipient shall, unless the notice directs otherwise, immediately discontinue all activities authorized hereunder. Upon termination of this Agreement, the Recipient shall promptly render to the Commission all property belonging to the Commission. For the purposes of this section, property belonging to the Commission shall include, but shall not be limited to, all books and records kept on behalf of the Commission.

**Section 9. REMEDIES.****A. Financial Consequences.**

In accordance with Sections 215.971(1)(a) & (b), F.S., Attachment A contains clearly established tasks in quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable specifies the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If the Recipient fails to produce each deliverable within the time frame specified by Attachment A, the budget amount allocated for that deliverable will be

deducted from the Recipient’s payment. In addition, pursuant to Section 215.971(1)(c), the Commission shall apply any additional financial consequences, identified in Attachment A.

**B. Cumulative Remedies.**

The rights and remedies of the Commission during the agreement period are in addition to any other rights and remedies provided by law or under the Contract.

**Section 10. NOTICES AND CORRESPONDENCE.**

Any and all notices shall be delivered to the individuals identified below. In the event that either Party designates a different Grant Manager after the execution of this Agreement, the Party will provide written notice of the name, address, zip code, telephone, and email address of the newest Grant Manager, or an individual authorized to receive notice on behalf of that Party, to all other Parties as soon as possible, but not later than five (5) business days after the new Grant Manager has been named. Designating a new Grant Manager shall not require a formal amendment to the Agreement.

**COMMISSION GRANT MANAGER CONTACT INFORMATION:**

Nickie Stricker  
 FBIP Administrator  
 Florida Fish & Wildlife Conservation Commission  
 620 South Meridian Street  
 Tallahassee, Florida 32399-1600  
 850.488.5600  
 FBIP@MyFWC.com

**RECIPIENT GRANT MANAGER CONTACT INFORMATION:**

Mark Curenton  
 County Planner  
 Franklin County Board of County Commissioners  
 34 Forbes Street, Suite 1  
 Apalachicola, Florida 32320  
 850.653.9783  
 MarkC@FranklinCountyFlorida.com

**Section 11. AMENDMENT.**

**A. Waiver or Modification.**

No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by the Parties.

**B. Change Orders.**

The Commission may, at any time, by written order, make a change to this Agreement. Such changes are subject to the mutual agreement of both Parties as evidenced in writing. Any change which causes an increase or decrease in the Recipient’s cost or time shall require an Amendment. Minor changes, such as those updating a Party’s contact information, may be accomplished by a Modification.

**C. Renegotiation upon Change in Law or Regulations.**

The Parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes in the Agreement necessary.

**Section 12. PROPERTY RIGHTS.**

If this Agreement includes Federal funds, the provisions of Sections 200.310-200.316, Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200), and any language addressing Federal rights, apply.

**A. Intellectual and Other Intangible Property.**

- i. **Recipient's Preexisting Intellectual Property (Proprietary) Rights.** Unless specifically addressed in Attachment A, intellectual and other intangible property rights to the Recipient's preexisting property will remain with the Recipient.
- ii. **Proceeds Related to Intellectual Property Rights.** Proceeds derived from the sale, licensing, marketing or other authorization related to any intellectual and other intangible property right created or otherwise developed by the Recipient under this Agreement for the Commission shall be handled in the manner specified by the applicable Florida State Statute and/or Federal program requirements.
- iii. **Commission Intellectual Property Rights.** Where activities supported by this Agreement produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, the Commission and the State of Florida have the unlimited, royalty-free, nonexclusive, irrevocable right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Commission to do so. If this Agreement is supported by Federal funds, the Federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so.

**B. Purchase or Improvement of Real Property.**

This Agreement is not for the purchase or improvement of real property, therefore, the following terms and conditions do not apply.

- i. **Federal Funds.** Any Federal funds provided for the purchase of or improvements to real property are subject to the Property Standards of Sections 200.310 - 200.316, and 200.329, OMB Uniform Guidance (2 CFR 200), as amended.
- ii. **Title.** If this Agreement is supported by state funds, the Recipient shall comply with Section 287.05805, F.S. This section requires the Recipient to grant a security interest in the property to the State of Florida, the type and details of which are provided for in Attachment A. Title to state-owned real property remains vested in the state. Title to federally owned real property remains vested in the Federal government in accordance with the provisions of Section 200.312, OMB Uniform Guidance (2 CFR 200), as amended.
- iii. **Use.** Federally owned real property will be used for the originally authorized purpose as long as needed for that purpose in accordance with Section 200.311, OMB Uniform Guidance (2 CFR 200). State-owned real property will be used as provided in Attachment A.

**C. Non-Expendable Property.**

- i. **Non-Expendable Property Defined.** For the requirements of this section of the Agreement, "non-expendable property" is the same as "property" as defined in Section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and non-expendable nature, with a value or cost of **\$5,000.00** or more, and a normal expected life of one (1) year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of **\$25.00** or more; and uncirculated hardback-covered bound books, with a value or cost of **\$250.00** or more).
- ii. **Title to Non-Expendable Property.** Title (ownership) to all non-expendable property acquired with funds from this Agreement shall be vested in the Commission and said property shall be transferred

to the Commission upon completion or termination of the Agreement unless otherwise authorized in writing by the Commission or unless otherwise specifically provided for in Attachment A.

#### **D. Equipment and Supplies**

- i. **Title - Equipment.** Title to equipment acquired under a Federal award will vest upon acquisition in the non-Federal entity in accordance with Sections 200.313 and 200.314, OMB Uniform Guidance (2 CFR 200).
- ii. **Title – Supplies.** Title to supplies will vest in the non-Federal entity upon acquisition. Unused supplies exceeding **\$5,000.00** in total aggregate value upon termination or completion of the project or program are subject to Section 200.314, OMB Uniform Guidance.
- iii. **Use – Equipment.** Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as needed.

### **Section 13. RELATIONSHIP OF THE PARTIES.**

#### **A. Independent Recipients.**

The Recipient shall perform as an independent Recipient and not as an agent, representative, or employee of the Commission. The Recipient covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required. Each Party hereto covenants that there is no conflict of interest or any other prohibited relationship between the Recipient and the Commission.

#### **B. Recipient Training Qualifications.**

The Recipient agrees that all Recipient employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Recipient shall furnish a copy of technical certification or other proof of qualification.

#### **C. Commission Security.**

All employees, subcontractors, or agents performing work under the Agreement must comply with all security and administrative requirements of the Commission. The Commission may conduct, and the Recipient shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Recipient. The Commission may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Commission's other requirements. Such refusal shall not relieve Recipient of its obligation to perform all work in compliance with the Agreement. The Commission, in coordination with the Recipient, may reject and bar from any facility for cause any of Recipient's employees, subcontractors, or agents.

#### **D. Commission Rights to Assign or Transfer.**

The Recipient agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Recipient.

**E. Commission Rights to Undertake or Award Supplemental Contracts.**

The Recipient agrees that the Commission may undertake or award supplemental agreements for work related to the Agreement. The Recipient and its subcontractors shall cooperate with such other Recipients and the Commission in all such cases.

**Section 14. SUBCONTRACTS.**

The Recipient is permitted to subcontract work under this Agreement, therefore, the following terms and conditions apply.

**A. Authority.**

The Recipient shall ensure, and provide assurances to the Commission upon request, that any subcontractor selected for work under this Agreement has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Agreement. The Recipient must provide the Commission with the names of any subcontractor considered for work under this Agreement; the Commission reserves the right to reject any subcontractor. The Recipient agrees to be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements must be evidenced by a written document available to the Commission upon request. The Recipient further agrees that the Commission shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract. The Recipient, at its expense, will defend the Commission against such claims. The following provisions apply in addition to any terms and conditions included in Attachment A.

**B. Recipient Payments to Subcontractor.**

If subcontracting is permitted pursuant to Paragraph A, above, Recipient agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from the Commission in accordance with Section 287.0585, F.S., unless otherwise stated in the agreement between the Recipient and subcontractor. Recipient's failure to pay its subcontractors within seven (7) working days will result in a penalty charged against the Recipient and paid to the subcontractor in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

**C. Commission Right to Reject Subcontractor Employees.**

The Commission shall retain the right to reject any of the Recipient's or subcontractor's employees whose qualifications or performance, in the Commission's judgment, are insufficient.

**D. Subcontractor as Independent Contractor.**

If subcontracting is permitted pursuant to Paragraph A above, the Recipient agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.

**Section 15. MANDATORY DISCLOSURE.**

These disclosures are required by State law, as indicated, and apply when this Agreement includes State funding; and by Federal law, as indicated, and apply when the Agreement includes a Federal award.

### **A. Disclosure of Interested State Employees.**

This Agreement is subject to Chapter 112, F.S. Recipient shall provide the name of any officer, director, employee, or other agent who is affiliated with this project and an employee of the State of Florida. If the Agreement includes a Federal award, then the Agreement is also subject to Section 200.112, OMB Uniform Guidance (2 CFR 200). Recipient must disclose, in writing, any potential conflict of interest to the Commission in accordance with applicable Federal awarding agency policy.

### **B. Convicted Vendors.**

The Recipient hereby certifies that neither it, nor any person or affiliate of Recipient, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list. Recipient shall have a continuing obligation to disclose, to the Commission, in writing, if it, its principals, recipient, subrecipient, contractor, or subcontractor, are on the convicted vendors list maintained by the Florida Department of Management Services pursuant to Section 287.133(3)(d), F.S.

- i. **Convicted Vendor List.** Pursuant to Subsection 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a Recipient, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The State of Florida, Department of Management Services, Division of State Purchasing provides listings for convicted, suspended, discriminatory and federal excluded parties, as well as the vendor complaint list at: [https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/state\\_agency\\_resources/vendor\\_registration\\_and\\_vendor\\_lists](https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists)
- ii. **Notice of Conviction of Public Entity Crime.** Any person must notify the Department of Management Services and the Commission, in writing, within thirty (30) days after conviction of a public entity crime applicable to that person or an affiliate of that person as defined in Section 287.133, F.S.
- iii. **Vendors on Scrutinized Companies List.** The Recipient certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, the Recipient agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Commission may immediately terminate this Agreement for cause if the Recipient, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Recipient, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

### **C. Discriminatory Vendors.**

The Recipient shall disclose to the Commission, in writing, if they, their subrecipient, contractor, or subcontractor, are on the Discriminatory Vendor List maintained by the Florida Department of Management Services pursuant to Section 287.134(3)(d), F.S. “An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier,

subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.” Section 287.134(2)(a), F.S. Recipient has a continuing duty to disclose to the Commission whether they appear on the discriminatory vendor list.

**D. Prompt Disclosure of Litigation, Investigations, Arbitration, or Administrative Proceedings.**

Throughout the term of the Agreement, the Recipient has a continuing duty to promptly disclose to the Commission’s Grant Manager, in writing, upon occurrence, all civil or criminal litigation, investigations, arbitration, or administrative proceedings (Proceedings) relating to or affecting the Recipient’s ability to perform under this agreement. If the existence of such Proceeding causes the Commission concern that the Recipient’s ability or willingness to perform the Agreement is jeopardized, the Recipient may be required to provide the Commission with reasonable assurances to demonstrate that: a.) the Recipient will be able to perform the Agreement in accordance with its terms and conditions; and, b.) Recipient and/or its employees or agents have not and will not engage in conduct in performing services for the Commission which is similar in nature to the conduct alleged in such Proceeding.

**E. Certain Violations of Federal Criminal Law.**

If this agreement includes a Federal award, then in accordance with Section 200.113, OMB Uniform Guidance (2 CFR 200), Recipient must disclose, in a timely manner, in writing to the Commission all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

**Section 16. INSURANCE.**

If the Recipient is a state or federal agency with self-insurance, Recipient warrants and represents that it is insured, or self-insured for liability insurance, in accordance with applicable state or federal law and that such insurance or self-insurance offers protection applicable to the Recipient’s officers, employees, servants and agents while acting within the scope of their employment with the Recipient.

If the Recipient is not a state or federal agency with self-insurance, then the following applies:

**A. Reasonably Associated Insurance.**

During the term of the Agreement, the Recipient, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Agreement. Providing and maintaining adequate insurance coverage is a material obligation of the Recipient, and failure to maintain such coverage may void the Agreement. The limits of coverage under each policy maintained by the Recipient shall not be interpreted as limiting the Recipient’s liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida.

**B. Workers Compensation.**

To the extent required by Chapter 440, F.S., the Recipient will either be self-insured for Worker’s Compensation claims or will secure and maintain during the life of this Agreement, Worker’s Compensation Insurance for all of its employees connected with the work of this project, with minimum employers’ liability limits of \$100,000.00 per accident, \$100,000.00 per person, and \$500,000.00 policy aggregate. Such policy shall cover all employees engaged in any contract work. If any work is subcontracted, the Recipient shall require the subcontractor similarly to provide Workers’ Compensation Insurance for all of the latter’s employees unless such employees are covered by the protection afforded by the Recipient. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers’ Compensation Law (Chapter 440, F.S.). In case any class of employees engaged in hazardous work under this Agreement is not

protected under Workers' Compensation statutes, the Recipient shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Recipient, for the protection of its employees not otherwise protected. Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees.

### **C. General Liability Insurance.**

By execution of this Agreement, unless Recipient is a state agency or subdivision as defined by Subsection 768.28(2), F.S. or unless otherwise provided for in Attachment A, the Recipient shall provide reasonable and adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

### **D. Insurance Required for Performance.**

During the Agreement term, the Recipient shall maintain any other types and forms of insurance required for the performance of this Agreement as required in Attachment A.

### **E. Written Verification of Insurance.**

Upon execution of this Agreement, the Recipient shall provide the Commission written verification of the existence and amount for each type of applicable insurance coverage. Within thirty (30) days of the effective date of the Agreement, Recipient shall furnish proof of applicable insurance coverage to the Commission's Grant Manager by standard Association for Cooperative Operations Research and Development (ACORD) form certificates of insurance. In the event that any applicable coverage is cancelled by the insurer for any reason, Recipient shall immediately notify the Commission's Contract Manager in writing of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage.

### **F. Commission Not Responsible for Insurance Deductible.**

The Commission shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of Recipient providing such insurance.

## **Section 17. SPONSORSHIP.**

As required by Section 286.25, F.S., if the Recipient is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Recipient's name) and the State of Florida, Fish and Wildlife Conservation Commission." If the sponsorship reference is in written material, the words "State of Florida, Fish and Wildlife Conservation Commission" shall appear in the same size letters or type as the name of the Recipient's organization. Additional sponsorship requirements may be specified in Attachment A.

## **Section 18. PUBLIC RECORDS.**

- A. All records in conjunction with this Agreement shall be public records and shall be treated in the same manner as other public records that are under Chapter 119, F.S.

- B. This Agreement may be unilaterally canceled by the Commission for refusal by the Recipient to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Recipient in conjunction with this Agreement, unless exemption for such records is allowable under Florida law.
- C. If the Recipient meets the definition of “Contractor” in Section 119.0701(1)(a) F.S., the Recipient shall comply with the following:
  - i. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF THE CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 850-488-6553, [RecordsCustodian@myfwc.com](mailto:RecordsCustodian@myfwc.com), and 620 South Meridian Street, Tallahassee FL 32399**
  - ii. Keep and maintain public records required by the Commission to perform the service.
  - iii. Upon request from the Commission’s custodian of public records, provide the Commission with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.
  - iv. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Commission.
  - v. Upon completion of the contract transfer, at no cost, to the Commission all public records in possession of the Contractor or keep and maintain public records required by the Commission to perform the service. If the Contractor transfers all public records to the Commission upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Commission, upon request from the Commission’s custodian of public records, in a format that is compatible with the information technology systems of the Commission.

**Section 19. COOPERATION WITH INSPECTOR GENERAL.**

Pursuant to subsection 20.055(5), F.S., Recipient, and any subcontractor to the Recipient, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Recipient shall provide any type of information the Inspector General deems relevant to the Recipient's integrity or responsibility. Such information may include, but shall not be limited to, the Recipient's business or financial records, documents, or files of any type or form that refer to or relate to the Agreement. The Recipient agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Recipient's compliance with the terms of this or any other agreement between the Recipient

and the State which results in the suspension or debarment of the Recipient. Such costs shall include but not be limited to salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

## **Section 20. SECURITY AND CONFIDENTIALITY.**

The Recipient shall maintain the security of any information created under this Agreement that is identified or defined as “confidential” in Attachment A. The Recipient shall not divulge to third Parties any confidential information obtained by the Recipient or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Agreement work. To ensure confidentiality, the Recipient shall take appropriate steps regarding its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Agreement.

## **Section 21. RECORD KEEPING REQUIREMENTS.**

### **A. Recipient Responsibilities.**

The Recipient shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement, in accordance with generally accepted accounting principles.

### **B. State Access to Contractor Books, Documents, Papers, and Records.**

The Recipient shall allow the Commission, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or authorized representatives of the state or federal government to have access to any of the Recipient’s books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions..

### **C. Recipient Records Retention.**

Unless otherwise specified in Attachment A, these records shall be maintained for five (5) fiscal years following the close of this Contract, or the period required for this particular type of project by the General Records Schedules maintained by the Florida Department of State (<https://dos.myflorida.com/library-archives/records-management/general-records-schedules/>), whichever is longer. Recipient shall cooperate with the Commission to facilitate the duplication and transfer of such records upon the Commission’s request.

### **D. Recipient Responsibility to Include Records Requirements – Subcontractors.**

In the event any work is subcontracted under this Agreement, the Recipient shall include the aforementioned audit and record keeping requirements in all subsequent contracts.

### **E. Compliance with Federal Funding Accountability and Transparency.**

Any federal funds awarded under this Agreement must comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website: [www.USASpending.gov](http://www.USASpending.gov). Grant recipients awarded a new Federal grant greater than or equal to **\$25,000.00** awarded on or after October 1, 2010, are subject to the FFATA. The Recipient agrees to provide the information necessary, over the life of this Agreement, for the Commission to comply with this requirement.

## **Section 22. FEDERAL AND FLORIDA SINGLE AUDIT ACT (FSAA) REQUIREMENTS.**

Pursuant to the FSAA (or Federal) Vendor / Recipient Determination Checklist, the Recipient has been determined to be a recipient of state financial assistance and/or a subrecipient of a federal award. Therefore, pursuant to Section 215.97, F.S. and/or OMB Uniform Guidance (2 CFR 200), the Recipient may be subject to the audit requirements of the Florida and/or Federal Single Audit Acts. If applicable, the Recipient shall comply with the audit requirements outlined in Attachment B, attached hereto and made a part of the Agreement, as applicable.

## **Section 23. FEDERAL COMPLIANCE.**

As applicable, Recipient shall comply with all federal laws, rules, and regulations, including but not limited to:

### **A. Clean Air Act and Water Pollution Control Act.**

All applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q), and the Water Pollution Control Act (33 U.S.C. 1251-1387, as amended).

### **B. Lacey Act, 16 U.S.C 3371-3378.**

This Act prohibits trade in wildlife, fish and plants have been illegally taken, possessed, transported or sold.

### **C. Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. 1801-1884.**

This Act governs marine fisheries in Federal waters.

### **D. Migratory Bird Treaty Act, 16 U.S.C. 703-712.**

The Act prohibits anyone, unless permitted, to pursue, hunt, take, capture, kill, attempt to take, capture or kill, possess, offer for sale, sell, offer to purchase, deliver for shipment, ship, cause to be shipped, deliver for transportation, transport, cause to be transported, carry or cause to be carried by any means whatsoever, receive for shipment, transport of carriage, or export, at any time, or in any manner, any migratory bird, or any part, nest, or egg of such bird.

### **E. Endangered Species Act, 16 U.S.C. 1531, et seq.**

The Act provides a program for the conservation of threatened and endangered plants and animals and the habitat in which they are found. The Act also prohibits any action that cause a “taking” of any listed species of endangered fish or wildlife. Also, generally prohibited are the import, export, interstate, and foreign commerce of listed species.

## **Section 24. FEDERAL FUNDS.**

No Federal Funds are applied to this Agreement, therefore, the following terms and conditions do not apply.

### **A. Prior Approval to Expend Federal Funds to Federal Agency or Employee.**

It is understood and agreed that the Recipient is not authorized to expend any federal funds under this Agreement to a federal agency or employee without the prior written approval of the awarding federal agency.

### **B. Equal Employment Opportunity.**

Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), is applicable, except as otherwise provide under 41 CFR Part 60, to any grant, contract, loan, insurance, or guarantee involving Federal assisted construction.

**C. Davis-Bacon Act.**

Unless exempt, the Davis-Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5 is applicable to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000.00 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Under this Act, contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. Davis-Bacon Act does not apply if federal funding is solely provided by the American Rescue Plan Act (ARPA).

**D. Copeland “Anti-Kickback Act”.**

The Copeland “Anti-Kickback” Act, 40 U.S.C. 3141-3148, and 3146-3148, as supplemented by Department of Labor regulations (29 CFR Part 5), is applicable to contracts awarded by a non-Federal entity in excess of \$100,000.00 that involve employment of mechanics or laborers. Under this Act, contractors and subrecipients are prohibited from inducing, by any mean, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

**E. Contract Work Hours and Safety Standards Act**

Sections 103 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR part 5), are applicable to construction contracts awarded by Contractors and subcontractors in excess of \$2,000.00, and in excess of \$2,500.00 for other contracts which involve the employment of mechanics or laborers. Under this Act, contractors and subcontractors must compute wages of mechanics and laborers (workers) on the basis of a standard forty (40) hour work week; provide workers no less than time and a half for hours worked in excess of the forty (40) hour work week; and not require workers to work in surroundings or work conditions that are unsanitary, hazardous, or dangerous.

**F. Rights to Inventions Made Under a Contract or Agreement.**

If the Federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the Recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the “funding agreement,” the Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**G. Energy Efficiency.**

Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871) applies.

**H. Debarment and Suspension Contractor Federal Certification.**

In accordance with Federal Executive Order 12549 and 2 CFR Part 1400 regarding Debarment and Suspension, the Contractor certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency; and, that the Contractor shall not knowingly enter into any lower tier

contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.

#### **I. Prohibition against Lobbying.**

- i. **Recipient Certification – Payments to Influence.** The Recipient certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal contract, grant, or cooperative agreement. The Recipient also certifies that they have not engaged any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on behalf of the Recipient with respect to this Contract and its related federal contract, grant, loan, or cooperative agreement; or, if the Recipient has engaged any registrant with respect to this Contract and its related Federal contract, grant, loan, or cooperative agreement, the Recipient shall, prior to or upon execution of this Contract, provide the Commission Contract Manager a signed declaration listing the name of any said registrant. During the term of this Contract, and at the end of each Calendar quarter in which any event occurs that materially affects the accuracy of this certification or declaration, the Recipient shall file an updated declaration with the Commission’s Contract Manager. If any non-federal funds are used for lobbying activities as described above in connection with this Contract, the Recipient shall submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, and shall file quarterly updates of any material changes. The Recipient shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly.
- ii. **Recipient – Refrain from Subcontracting with Certain Organizations.** Pursuant to the Lobbying Disclosure Act of 1995, the Recipient agrees to refrain from entering into any subcontracts under this Contract with any organization described in Section 501(c)(4) of the Internal Revenue Code of 1986, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subcontract.

#### **J. Compliance with Office of Management and Budget Circulars.**

As applicable, Recipient shall comply with the Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).

#### **K. Drug Free Workplace.**

Pursuant to the Drug-Free Workplace Act of 1988, the Recipient attests and certifies that the Recipient will provide a drug-free workplace compliant with 41 U.S.C. 81.

#### **L. American Rescue Plan Act of 2021 (ARPA).**

If this Agreement relies on ARPA federal funds, then the following shall apply:

- i. For Contracts executed prior to April 3, 2022, Contractors shall provide a Data Universal Number System (DUNS) number to the Commission within two weeks of Contract execution or prior to payment, whichever comes first.
- ii. For Contracts executed on or after April 4, 2022, Contractors shall provide a [Unique Entity Identifier \(UEI\)](#) to the Commission within two weeks of Contract execution or prior to payment, whichever comes first.

- iii. Public Law 117-2, American Rescue Plan Act of 2021, Title XI-Committee of Finance Subtitle M; Section 9901.
- iv. Coronavirus State Fiscal Recovery Fund (SFRF) (31 CFR Part 35).
- v. US Department of Treasury, Compliance and Reporting Guidance State and Local Recovery Funds, as amended.

## **Section 25. AGREEMENT-RELATED PROCUREMENT.**

### **A. PRIDE.**

In accordance with Section 946.515(6), F.S., if a product or service required for the performance of this Contract is certified by or is available from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) and has been approved in accordance with Subsection 946.515(2), F.S., the following statement applies:

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from [PRIDE] in the same manner and under the same procedures set forth in Subsections 946.515(2) and (4), F.S.; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

### **B. Respect of Florida.**

In accordance with Subsection 413.036(3), F.S., if a product or service required for the performance of this Contract is on the procurement list established pursuant to Subsection 413.035(2), F.S., the following statement applies:

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Subsections 413.036(1) and (2), F.S.; and for purposes of this contract, the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned.

Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

### **C. Procurement of Recycled Products or Materials.**

Contractor agrees to procure any recycled products or materials which are the subject of or are required to carry out this Contract in accordance with Section 403.7065, F.S.

## **Section 26. PROFESSIONAL SERVICES.**

### **A. Architectural, Engineering, Landscape Architectural, or Survey and Mapping.**

If this Agreement is for the acquisition of professional architectural, engineering, landscape architectural, or registered surveying and mapping services, and is therefore subject to Section 287.055, F.S., the following provision applies:

The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

### **B. Termination for Breach.**

For the breach or violation of this provision, the Commission shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

## **Section 27. INDEMNIFICATION.**

If the Recipient is a state agency or subdivision, as defined in Subsection 768.28(2), F.S., or as a governmental entity as defined in Subsection 287.012(14), F.S., neither Party indemnifies nor insures the other Party for the other Party's negligence. If Recipient is not a state agency or subdivision as defined above, Recipient shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Commission, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Recipient, its agents, employees, partners, or subcontractors, provided, however, that Recipient shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Commission. If this is a Professional Services Agreement as defined in Subsection 725.08 F.S., then notwithstanding the provisions of Subsection 725.06 F.S., the design professional shall only be liable for, and fully indemnify, defend, and hold harmless the State, the Commission, and their officers, agents, and employees, for actions caused in whole or in part, by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the Agreement.

## **Section 28. NON-DISCRIMINATION.**

No person, on the grounds of race, color, religion, gender, pregnancy, national origin, age, handicap, or marital status, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.

## **Section 29. MEDIATION.**

In the event of any claim or dispute arising by or between the Commission and the Recipient, each party shall continue to perform as required under the Agreement, notwithstanding the existence of such claim or dispute, it

being acknowledged that time is of the essence. This provision includes, but is not limited to, the obligation to continue to perform under the Agreement notwithstanding disputes as to amounts due for payment hereunder.

Except for any claim, dispute, or matter in question that has been waived by the acceptance of final payment, or that is otherwise barred by the applicable statute of limitations or other provision of law, any claim, dispute, or other matter in question arising out of, or relating to, the Work or the Agreement or the breach thereof, shall be first submitted to non-binding mediation by a single mediator in Tallahassee, Florida

The party making a claim or dispute shall notify the other in writing of its claim or dispute within ten working days of the event giving rise to the claim or dispute.

- i. Such notice shall give the other party ten working days from receipt of the notice to respond in writing.
- ii. If the party initiating such notice is not satisfied with the response, then it shall invoke this clause initiating non-binding mediation by sending a demand for mediation in writing to the other party within seven (7) days.
- iii. The parties have two weeks after notice to agree in writing upon a mediator.
- iv. If the parties cannot agree upon a Florida Supreme Court certified mediator, then the parties shall request the Chief Judge of the Second Judicial Circuit in Leon County, Florida, to appoint a Florida Supreme Court certified mediator.
  - a. The mediator's fees shall be born equally by the parties involved in the mediation and shall pay all of its own attorneys' fees and expenses related to the mediation unless otherwise agreed.
  - b. Unless otherwise agreed by the parties in writing, such mediation shall take place within forty-five (45) days of the appointment of, or agreement to, the mediator if the mediator's schedule so allows.
  - c. The terms of this Agreement and any dispute relating thereto will be governed by the laws of the State of Florida, any litigation will be brought in the state or federal court in and for Tallahassee, Florida, and you agree to submit to the exclusive jurisdiction of the state and federal courts located in and for the Leon County, State of Florida.
  - d. All parties agree to negotiate in good faith in an effort to settle any dispute. All parties shall have a representative present at mediation with the authority to settle the case.
- v. Any resolution achieved at mediation shall be set forth in a written settlement agreement.
- vi. The Recipient shall require all the dispute resolution provisions and requirements set out in this Section in each contract it makes with any Subcontractor, material supplier, equipment supplier, or fabricator.
- vii. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations, or otherwise.

Unless otherwise agreed in writing, the Recipient shall carry on the Work and maintain its performance of this Agreement during any claim, dispute, or mediation.

If any matter sought to be mediated by the Commission or the Recipient involves a claim or other matter by or against the Consultant, any Subcontractor, any Separate Contractor, or any other third party, or any such entity is reasonably necessary to be joined in the mediation to permit a full and complete disposition of the dispute submitted

hereunder, then the Consultant, Subcontractor, Separate Contractor or third party shall be joined by personal service of the notice demanding mediation.

Such termination of the mediation shall not preclude any party from commencing any judicial proceeding in a court of competent jurisdiction in Leon County, Florida, providing the claims sought to be decided are not otherwise barred.

Any demand for mediation and any answer to such demand must contain a written statement of each claim alleged and the dollar amount in controversy sought in each claim.

Should mediation fail to resolve the claim submitted, the parties may then proceed to seek applicable remedies at law.

The agreement to mediate set forth in this Section shall apply to, and become part of, any Subcontract, any contract into which these General Conditions are incorporated by reference or otherwise, and the parties to such contract shall mediate all disputes arising out of, or in any way relating to, that contract or the Project in accordance with the provisions of this Section.

### **Section 30. SEVERABILITY, CHOICE OF LAW, AND CHOICE OF VENUE.**

This Agreement has been delivered in the State of Florida. Florida law governs this Agreement, all agreements arising under or out of this Agreement, and any legal action or other proceeding of any kind designed to resolve a dispute that arises out of or relates to this Agreement. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If a court or other tribunal finds any provision of this Agreement unenforceable as written, the unenforceable provision(s) shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision and the remaining provisions of this Agreement. The parties have selected the Second Judicial Circuit in Leon County, Florida, as the mandatory and exclusive forum for resolving any dispute, in law or equity, that arises out of or relates to the parties' transactions. By signing this Agreement, Recipient affirms that Recipient considers the Second Judicial Circuit to be a fair and convenient forum for any legal action or other proceeding of any kind designed to resolve such a dispute. The Recipient will not initiate in any other forum a legal action or other proceeding to which this provision applies.

### **Section 31. JURY TRIAL WAIVER.**

As part of the consideration for this Agreement, the Parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement, or with the products or services provided under this Agreement, including but not limited to any claim by the Recipient of *quantum meruit*.

### **Section 32. NO THIRD-PARTY RIGHTS.**

The Parties hereto do not intend, nor shall this Agreement be construed, to grant any rights, privileges or interest to any person not a party to this Agreement.

### **Section 33. PROHIBITION OF UNAUTHORIZED ALIENS.**

In accordance with Federal Executive Order 96-236, the Commission shall consider the employment by the Recipient of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationalization Act. Such

violation shall be cause for unilateral cancellation of this Agreement if the Recipient knowingly employs unauthorized aliens.

### **Section 34. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).**

#### **A. Requirement to Use E-Verify.**

Section 448.095(2) Florida Statute requires the Contractor to: 1.) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the Contract term; and 2.) include in all subcontracts under this Contract, the requirement that subcontractors performing work or providing services pursuant to this Contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

#### **B. E-Verify Online.**

E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. The Department of Homeland Security's E-Verify system can be found online at <https://www.e-verify.gov>.

#### **C. Enrollment in E-Verify.**

As a condition precedent to entering a Contract with the Commission, Contractors and Subcontractors shall register with and use the E-Verify system. Failure to do so shall result in the Contract not being issued, or if discovered after issuance, termination of the Contract.

#### **D. E-Verify Recordkeeping.**

The Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Commission or other authorized state entity consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify Program. If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.

#### **E. Employment Eligibility Verification & Compliance.**

Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Contract and the Commission may treat a failure to comply as a material breach of the agreement. If the Commission terminates the Contract pursuant to Section 448.095(2)(c) Florida Statute, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated and the Contractor is liable for any additional costs incurred by The Commission as a result of the termination of this Contract.

### **Section 35. FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE.**

Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's

control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Recipient believes is excusable under this paragraph, Recipient shall notify the Commission's Contract Manager in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Recipient could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Recipient first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE THE RECIPIENT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The Commission, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Recipient of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Commission. Recipient shall not be entitled to an increase in the Agreement price or payment of any kind from the Commission for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Recipient shall perform at no increased cost, unless the Commission determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to the Commission or the State, in which case, the Commission may do any or all of the following: (1) accept allocated performance or deliveries from Recipient, provided that Recipient grants preferential treatment to the Commission with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Recipient for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.

### **Section 36. TIME IS OF THE ESSENCE.**

Time is of the essence regarding the performance obligations set forth in this Agreement. Any additional deadlines for performance for Recipient's obligation to timely provide deliverables under this Agreement including but not limited to timely submittal of reports, are contained in Attachment A.

### **Section 37. MEDIA REQUESTS.**

Recipients shall refer all requests by the media or public relations personnel to the Commission's Grant Manager. Recipients must submit a written request for permission before consulting with the media and the Commission will provide consultation and talking points. Recipients will not issue news releases, respond to questions, or make statements on behalf of the Commission or its partners without prior direction and the Commission's written approval. Production and filming requests related to this Agreement shall be processed through the Commission only.

### **Section 38. ENTIRE AGREEMENT.**

This Agreement with all incorporated attachments and exhibits represents the entire Agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, and duly signed by each of the Parties hereto, unless otherwise provided herein. In the event of conflict, the following order of precedence shall prevail: this Agreement and its attachments, the terms of the solicitation and the Recipient's response to the solicitation.

**SIGNATURES**

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed through their duly authorized signatories on the day and year last written below.

<b>RECIPIENT EXECUTION SIGNATURE</b>	<b>COMMISSION EXECUTION SIGNATURE</b>
<b>Franklin County Board of County Commissioners</b>	<b>Florida Fish and Wildlife Conservation Commission</b>
Recipient Signature	Executive Director (or Designee) Signature
Print Name	Print Name
Title	Title
Date	Date

**ATTACHMENTS**

Attachments in this Agreement include the following:

- Attachment A, Scope of Work
- Attachment B, Requirements of the Federal and Florida Single Audit Acts
- Attachment C, Monitoring Guidelines
- Attachment D, Notice of Grant Agreement / Site Dedication Form
- Attachment E, Boating Access Performance Tracking and Reporting Forms

## SCOPE OF WORK

### 1. PROJECT DESCRIPTION

- A. Purpose and Background:** The Franklin County Board of County Commissioners (Grantee) will use grant funds to design, engineer, and permit improvements to the St. George Island Boat Ramp in Franklin County, Florida.
- B. Project Benefits:** This project will result in final design and permitting of a wave attenuation device and a boat loading dock on the seawall outside of the existing launch basin. These improvements will protect the existing boat launch basin and provide a place to tie up vessels while the vehicles and trailers are parked or retrieved.
- C. Type of Agreement:** This is a cost reimbursement agreement in accordance with Cost Reimbursement Contract Payment Requirements, Section 4(G) of the Agreement. Requirements are outlined in the Department of Financial Services, Bureau of Accounting and Auditing, *Reference Guide for State Expenditures*.
- D. Term of Agreement:** The term of the Agreement shall begin upon execution by the last Party to sign and shall remain in effect until June 30, 2024. Prior to the end of term, Grantee shall complete the tasks and provide the deliverables described in this Scope of Work. **All activities must be completed by June 30, 2024.**

### 2. PROJECT DELIVERABLES

Total payments for all deliverables will not exceed the maximum grant award amount of \$80,000.

- A. Deliverable 1:** The Grantee will, through own staff or through contracted services, design and engineer plans for improvements to the St. George Island Boat Ramp, to include a wave attenuation device and a boat loading dock on the seawall outside of the existing launch basin.

**Deliverable 1 Tasks:**

- The Grantee will complete all required environmental surveys;
- Create draft plans to be approved by FBIP grant manager;
- Upon approval, create final plans for the replacement ramp.

**Compensation:** Total payment for this deliverable will not exceed \$60,000.

**Minimum Performance:** Minimum performance will be the completion of all Tasks listed above and the completion of all requirements in Section 4 - Performance.

**Documentation:** Documentation includes an attestation of activities or services rendered and proof of payment. The Grantee shall provide topographic, bathymetric, and wind/wave surveys conducted; draft plans; and final plans to the FBIP grant manager. See FWC Cost Reimbursement Contract Payment Requirements, Section 4(G) of the Agreement, for additional details on supporting documentation.

- B. Deliverable 2:** The Grantee will, through own staff or through contracted services, acquire all permits required for improvements to the St. George Island Boat Ramp, to include a wave attenuation device and a boat loading dock on the seawall outside of the existing launch basin.

**Deliverable 2 Tasks:**

- The Grantee will prepare and submit applications to the Florida Department of Environmental Protection (FDEP), U.S. Army Corps of Engineers (ACOE), and any other agencies that require permitting be applied for, and;
- Upon receipt of approval or other notices by the permitting agencies, provide copies to the FBIP grant manager.

**Compensation:** Total payment for this deliverable will not exceed \$20,000.

**Minimum Performance:** Minimum performance will be the completion of all Tasks listed above and the completion of all requirements in Section 4 - Performance.

**Documentation:** Documentation includes an attestation of activities or services rendered and proof of payment. The Grantee shall provide documented proof of contracted services rendered; copies of applications to permitting agencies, and; copies of approved permits or other actions taken by permitting agencies. See FWC Cost Reimbursement Contract Payment Requirements, Section 4(G) of the Agreement, for additional details on supporting documentation.

### 3. FINANCIAL CONSEQUENCES

- A. Pursuant to 215.971(1)(c), Florida Statutes, the Commission will withhold payment of Program funds for failure to complete the Project as described herein within the timeframe allowed, or for failure to correct any Project deficiencies, as noted in the final Project inspection. Only those tasks completed, or items purchased and received in accordance with the scope of work and within the agreement period of performance will be eligible for reimbursement. Failure of the Grantee to perform the tasks and provide the deliverable shall be considered non-compliant with terms and payment will not be processed.
- B. In addition to nonpayment for tasks which are not satisfactorily or timely completed, or for failure to correct any project deficiencies, as noted in the final project inspection, the Commission will impose a financial consequence of twenty-five percent (25%) of the total contract amount for failure to complete any tasks satisfactorily or timely, or for failure to correct any project deficiencies, as noted in the final project inspection. The final project inspection will be done by a Commission employee verifying that the project was completed according to the project scope of work.
- C. Failure of Grantee to have all receipts and evidence of project performance reflecting costs were incurred within the period of performance may jeopardize payment of funds to the Grantee per the Agreement.
- D. Following the end of the term of this Agreement, the Grantee shall repay any Program funds received for the Project for failure to maintain the Project site as a public boating access facility according to the terms and conditions herein for a period of twenty (20) years. This section shall survive any Agreement termination.

### 4. PERFORMANCE

- A. **Permit Requirements:** The Grantee agrees to adhere to all federal, state, county and city permit

requirements of the Project.

- B. Procurement:** The Grantee shall procure goods and services through a competitive solicitation process in accordance with Chapter 287, Florida Statutes. The Grantee shall forward one copy of any solicitation to the Commission's grant manager for review prior to soliciting for quotations or commencing any work. The Grantee shall forward one copy of the bid tabulation, or similar list of responses to the solicitation, along with the award recommendation to the Commission's grant manager, to retain in their own records.
- C. Engineering:** If applicable, all engineering must be completed by a professional engineer or architect registered in the State of Florida. All work must meet or exceed minimum design standards and guidelines established by all applicable local, state and federal laws. The Grantee agrees to adhere to all federal, state, county and city requirements of the Project and all requirements of the 2010 Standards issued pursuant to the Americans with Disabilities Act, 1003 – Recreational Boating Facilities. Standard 235.3 for Accessible Design requires that where boarding piers are provided at boat launch ramps, no fewer than one must be accessible. When compliance with ADA wheelchair accessibility requirements is in question with regard to reimbursable costs under this Agreement, the Commission may engage a third-party engineer at its own expense to review the design and report to the Commission concerning compliance. The Commission's determination based on this review will be final.
- D. Construction:** If applicable, the Contractor shall be certified by the Division of Construction Industry Licensing Board of the Florida Department of Business and Professional Regulation for the duration of this contract and shall provide evidence of such certification upon request.
- E. Commencement of Work:** The Grantee shall commence work on the Project within ninety (90) days of execution of the Agreement. Failure by the Grantee to begin work shall constitute a breach of the Agreement and may result in termination of the Agreement by the Commission.
- F. Performance Criteria:** The Grantee shall complete the Project as described in this Scope of Work and Florida Boating Improvement Program Application 21-006, incorporated herein by reference, according to any bid specifications. Failure to complete the project in a satisfactory manner could result in financial consequences as specified herein.
- G. Certificate of Completion:** Within thirty (30) calendar days following completion of all Project deliverables, the Grantee shall sign and submit to the Commission's grant manager, a Certification of Completion Statement, attached hereto and made a part hereof as Attachment E, Form 5 which certifies the Project was completed in accordance with the provisions herein. Final photographs shall be submitted with the Certification of Completion Statement, Attachment E, Form 5.
- H. Project Close-out Report:** In addition to the Certificate of Completion and photos, within thirty (30) calendar days the Grantee shall submit the Project Close-Out Report Form, attached hereto and made a part hereof as Attachment E, Form 6. If any costs were determined by FWC to be ineligible after reimbursement, a refund check is also due within thirty (30) calendar days, mailed to: Grants & Revenue Section, FWC, 620 S. Meridian Street, Tallahassee, Florida 32399 and a photo copy of the check must accompany the Close-Out Report, Form 6.
- I. Site Dedication:** For construction grants, but not for grants which involve only design, engineering, permitting, or for grants for the installation of waterway markers or other projects on sovereign submerged lands, the Grantee agrees to dedicate the project site as a boat access facility for the use

and benefit of the public as a condition of receiving funds under this Agreement. The Notice of Grant Agreement Form (Site Dedication) is attached hereto and made a part hereof as Attachment D. If required, the Grantee shall execute and record this document in the official records of the County where the Project is located. As proof of the site dedication, a copy of the recorded document shall be submitted to the Commission in addition to the Certificate of Completion, Attachment E, Form 5.

Final reimbursement or 25% of the award, whichever is greater, shall be withheld until receipt of Site Dedication AND Certificate of Completion. Following this initial site dedication, the project site shall remain a public boat access facility for a period not less than twenty (20) years following the date the Site Dedication was recorded. Land under control other than by ownership by the Grantee (i.e. lease, management agreement, cooperative agreement, inter-local agreement or other similar instrument) shall be managed by the Grantee as a public boat access facility for the entirety of this site dedication period surviving the Agreement termination. Grantee agrees to secure all authorizations necessary for continuing use and management of the property for the duration of this site dedication period. Title to all improvements shall be retained by the Grantee upon final payment by the Commission.

The Grantee shall repay all funds received for the Project under this Agreement for failure to maintain the Project site as a public boating access facility according to the terms and conditions herein for the duration of the site dedication period. Should the Grantee convert all or any part of the Project to other than Commission approved uses prior to the end of this site dedication period, or should the Grantee lose authorization to use and manage the property on which the Project is completed before the end of the site dedication period, the Grantee shall replace the area, facilities, resource or site at its own expense with a project acceptable to the Commission of comparable scope and quality. In the event the Project is converted to use for other purposes or the Grantee loses authorization to use and manage the property on which the Project is completed within the site dedication period and Grantee has not replaced the Project with a like project acceptable to the Commission, the Grantee agrees to return to the Commission all funds tendered under this Agreement for the original Project.

Site dedication, the site dedication period, and all terms of this section survive any Agreement termination. If mutually agreed upon by both parties in writing the site dedication may be rescinded. The Commission shall waive the site dedication requirement if no program funds were dispersed.

- J. Acknowledgement:** Upon completion of the Project, and prior to the reimbursement of funds, the Grantee, at its expense, shall purchase, erect and maintain a permanent sign, not less than three (3) feet by four (4) feet in size, displaying the Commission's logo acknowledging the Commission and the Florida Boating Improvement Program as a funding source for the Project. Any other form of acknowledgement must be approved in writing by the Commission's grant manager. Such acknowledgement shall be maintained for the duration of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance. Should the sign or acknowledgement be damaged, removed or destroyed, the Grantee shall, at its expense, replace it within ninety (90) days. Should the Grantee fail to maintain such acknowledgement other than the ninety (90) day replacement term, the Grantee agrees to return to the Commission all funds tendered under this Agreement for the original Project. The Grantee shall provide a draft copy of the acknowledgement sign for approval by the Commission prior to displaying on site. Language to place on the sign shall include: This Project was funded by the Florida Fish and Wildlife Conservation Commission through the Florida Boating Improvement Program. This section survives any Agreement termination.

**K. Directional Signs:** Prior to the reimbursement of funds, the Grantee, at its expense, shall purchase, erect and maintain directional signs, approved by the Commission, on main public highways to direct public users to each boating facility funded through the Program regardless of which portion of the Project the Program funded. The Grantee agrees to provide and maintain such signs at its expense for the entirety of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance. Should the signs be damaged, removed or destroyed, the Grantee shall, at its expense, replace them within ninety (90) days. Should the Grantee fail to erect and maintain such signs other than the ninety (90) day replacement term, the Grantee agrees to return to the Commission all funds tendered under this Agreement for the original Project. This requirement can be waived by the Commission’s Grant manager, in writing, if the Grantee receives a written denial from the Florida Department of Transportation for the installation of the signs. This section survives any Agreement termination.

**5. BUDGET**

**A. Project Budget:** For satisfactory completion of the tasks and deliverables described in this Scope of Work, by the Grantee under the terms of this Agreement, the Commission shall pay the Grantee on a cost reimbursement basis in an amount not to exceed \$80,000. All amounts noted in the budget are estimates based on preliminary quotes or prior project activities from the application amount. Deviations from this budget that exceed ten percent (10%) of the total amount in any budget category/deliverable must be approved by the Commission’s Grant manager in writing prior to the deviation. The Grantee shall be reimbursed only for budgeted eligible expenses incurred during the Agreement Period that are directly related to the Project.

<b>Deliverable</b>		<b>FBIP Request</b>	<b>Grantee Cost Share</b>	<b>Total (FBIP + Cost Share)</b>
	Administration (Project Management)	\$0	\$0	\$0
1, 2	Contracted Services	\$80,000	\$5,000	\$85,000
	Site Preparation	\$0	\$0	\$0
	Demolition & Removal	\$0	\$0	\$0
	Construction	\$0	\$0	\$0
	Equipment (Rental or In-Kind Use)	\$0	\$0	\$0
	Contingency Costs	\$0	\$0	\$0
	Other Costs	\$0	\$0	\$0
	Pre-Award Costs	\$0	\$0	\$0
	<b>TOTAL</b>	<b>\$80,000</b>	<b>\$5,000</b>	<b>\$85,000</b>
	<b>PERCENTAGE</b>	<b>94.12%</b>	<b>5.88%</b>	<b>100.00%</b>

**B. Cost Share:** The Grantee agrees to provide 5.88% of the cost of the total cost of the project as indicated in FBIP Grant Application No. 21-006. The total compensation by the Commission shall be \$80,000 or 94.12% of the total cost, whichever is less.

**C. Pre-Award Costs:** The Franklin County Board of County Commissioners was selected by the Florida Boating Improvement Program Evaluation Committee to move forward in the Florida Boating Improvement Program application process. No pre-award costs are authorized under the terms of this Agreement.

**6. COMPENSATION AND PAYMENT**

- A. Fee Schedule:** This section is not applicable
- B. Travel Expenses:** No travel expenses are authorized under the terms of this Agreement.
- C. Cost Reimbursement:** This is a cost reimbursement agreement. The total approved estimated project cost for the Project is \$85,000. The Commission agrees to reimburse the Grantee for an amount not to exceed \$80,000 or 94.12% of the total cost for the Project, whichever is less for satisfactory completion by the Grantee of the Project. The Grantee agrees to provide a minimum of \$5,000 or 5.88% toward completion of the Project and shall be responsible for any additional costs that exceed the total approved estimated project cost for the Project.
- D. Invoice Schedule and Payment:** Invoices may be submitted upon the completion of at least one deliverable listed in the scope of work. The Commission shall have up to thirty (30) days to inspect and approve the Project's deliverables once reported complete by the Grantee. If there are deficiencies noted in the Project inspection, these shall be corrected by the Grantee prior to payment by the Commission. The Commission shall restrict any or all payment of funds pending correction of such deficiencies.

Within thirty (30) days of completion of all Project deliverables, the Grantee shall report the Project complete by submitting all required documentation for reimbursement and Close-out. **Final payment shall be contingent upon the Commission's Grant manager receiving and accepting the:**

- **Final Request for Reimbursement (Attachment E, Form 2) and supporting documentation,**
- **Certification of Completion Form (Attachment E, Form 5) with required photos,**
- **Close-Out Report (Attachment E, Form 6),**
- **FWC final inspection of the Project, and**
- **Recorded Notice of Grant Agreement (Attachment D) reflecting site dedication, if required, as described herein.**

Final reimbursement or 25% of award, whichever is greater, shall be withheld until receipt and acceptance of all required documents.

- E. Forms and Documentation:** After receiving acceptance of deliverable completion from the Commission's Grant manager, the Grantee may submit a Reimbursement Request, Attachment E, Form 2.

Grantees shall submit a Detail of Claims, Attachment E, Form 3 for each deliverable requested for reimbursement. Reimbursement forms and supporting documentation must clearly identify the dates of services, a description of the specific Agreement deliverable(s) provided during the reporting period, an itemized list of expenditures, budget category of each expenditure, the payment amount requested as match or grant reimbursement, the Commission's Agreement Number and the Grantee's Federal Employer Identification (FEID) Number.

The Grantee must submit and maintain original supporting documentation for all funds expended and received under this Agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s) and not eligible for payment under any other state or federal funding source. Supporting documentation includes, but is not limited to, quotes, procurement documents, purchase orders, original receipts, invoices, cancelled checks or EFT records, bank statements or copies of general ledgers. See FWC Cost Reimbursement Contract

Payment Requirements for additional details on supporting documentation which is Section 4(G) of the Agreement.

The Commission's grant manager shall have up to ten (10) days to review and approve the invoice for payment. Any errors or insufficient supporting documentation included with the invoice will delay payment and the thirty (30) days to review by the Commission may begin again.

## 7. MONITORING SCHEDULE

- A. Compliance Monitoring and Corrective Actions:** The Commission will monitor the Grantee's service delivery to determine if the Grantee has achieved the required level of performance. For additional information see Attachment C Monitoring Guidelines. If the Commission at its sole discretion determines that the Grantee failed to meet any of the Terms and Conditions of this Agreement, the Grantee will be sent a formal written notice within thirty (30) days. The Grantee shall correct all identified deficiencies within forty-five (45) days of notice or submit a Corrective Action Plan if additional time is required. Failure to meet 100% compliance with all of the Terms and Conditions of this Agreement or failure to correct the deficiencies identified in the notice within the time frame specified may result in delays in payment or termination of this Agreement in accordance with the Termination section.
- B. Site Inspections:** The Commission may inspect the Project site prior to and, if applicable, during the construction of the Project. The Grantee shall notify the Commission's grant manager when the Project has reached substantial completion so that inspection may occur in a timeframe allowing for the timely submission and processing of the final invoice. The Commission's grant manager, or designee, shall inspect the work accomplished on the Project and, if deemed complete and in compliance with the terms of the Agreement, approve the request for reimbursement.

The Grantee shall allow unencumbered access to the Project site to the Commission, its employees or agent for the duration of the Agreement and for the duration of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance for the purpose of site visit or inspection to verify the facility is being maintained, in operation and is open and available to the public. As part of the inspection, the Commission may request maintenance and use information from the Grantee to validate the condition of the facility. This section shall survive any Agreement termination.

- C. Project Maintenance:** The Grantee shall provide and be responsible for any and all costs associated with the ordinary and routine operations and maintenance of the project site, including any and all personnel, equipment or service and supplies costs beyond the costs approved for reimbursement in this Agreement for the duration of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance. This section shall survive any Agreement termination.
- D. Project Progress Reports:** Starting the first quarter after the date the Agreement is executed, the Grantee shall submit to the Commission, on a quarterly basis, Quarterly Reports outlining the progress of the Project (financial and programmatic), identifying any problems that may have arisen, and actions taken to correct such problems. Such reports shall be submitted on the Quarterly Report Forms attached hereto and made a part hereof as Attachment E, Form 1A & 1B. Progress reports are required until the Certification of Completion is submitted, even if work is complete. Reports are due to the Commission's grant manager according to the following schedule:

**Reporting Period**

January through March  
 April through June  
 July through September  
 October through December

**Report due by:**

April 15<sup>th</sup>  
 July 15<sup>th</sup>  
 October 15<sup>th</sup>  
 January 15<sup>th</sup>

**E. Annual Reports:** Following completion of a Construction Project, but not a project that involves only design, engineering, and permitting, or for grants for the installation of waterway markers or other projects on sovereign submerged lands, the Grantee shall submit to the Commission an annual report on June 30<sup>th</sup> of each year until the end of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance. The Post Award Use and Access Annual Report Form attached hereto and made a part hereof as Attachment E, Form 7 shall be used to fulfill this annual requirement and shall be sent electronically to [FBIP@MyFWC.com](mailto:FBIP@MyFWC.com) or by mail to Attn: FBIP Administrator, FWC, 620 S. Meridian St., Tallahassee, FL 32399. This annual report shall include a description of the condition of any facilities funded with Program funds including any major repairs to the facilities; the amount of revenue collected from any permits or fees for the use of the facilities; and an estimate of the number of users of the facilities. Should the Grantee fail to complete and submit these annual reports, the Grantee agrees to return to the Commission all funds tendered under this Agreement for the original Project. This section survives any Agreement termination.

**8. INTELLECTUAL PROPERTY RIGHTS**

No additional requirements. Refer to Section 12 of the Agreement.

**9. SUBCONTRACTS**

Subcontractors shall be reported to the Commission's Grant manager on the Subcontractor List, Attachment E, Form 8 prior to commencing work. Grantees shall additionally submit a No Conflict of Interest statement for each subcontractor to the Commission's Grant manager. Refer to Section 14 of the Agreement.

**10. INSURANCE**

No additional requirements. Refer to Section 16 of the Agreement.

**11. SECURITY AND CONFIDENTIALITY**

No additional requirements. Refer to Section 20 of the Agreement.

**12. RECORD KEEPING REQUIREMENTS**

Records shall be maintained for ten (10) years following the completion of a construction Project, or five (5) years following the completion of a non-construction Project. Completion of the Project has occurred when all reporting requirements are satisfied, and final payment has been received by the Grantee, as documented by the date of the Closeout Letter issued by the FWC Grant manager. Refer to Section 21 of the Agreement.

**13. NON-EXPENDABLE PROPERTY**

The Grantee is not authorized to use funds provided herein for the purchase of any non-expendable equipment or personal property valued at \$1,000 or more for performance under this Agreement.

#### 14. PURCHASE OR IMPROVEMENT OF REAL PROPERTY

Refer to Section I, Site Dedication, above in Section 4, Performance.

#### 15. SPECIAL PROVISIONS FOR CONSTRUCTION CONTRACTS

- A. **Fees:** The Commission reserves the right to review and approve any and all fees proposed for grant project sites, funded in whole or in part by this Program, for the term of the Agreement as well as the term of the site dedication period in Section I, Site Dedication, above in Section 4, Performance to ensure that fees are comparable and reasonable, and that funds collected are not reallocated or diverted to any non-boating access related purpose. This section survives any Agreement termination.
- B. **Drug-Free Workplace Requirement for Construction Contractors:** Pursuant to Section 440.102(15), F.S., any construction contractor regulated under Parts I and II of Chapter 489, F.S., who contracts to perform construction work under a state contract shall implement a drug-free workplace.
- C. **Contractor Eligibility:** All contractors shall be certified by the Division of Construction Industry Licensing Board of the Florida Department of Business and Professional Regulation for the duration of this Agreement and shall provide evidence of such certification to the Commission upon request.

(Remainder of page left blank intentionally.)

## AUDIT REQUIREMENTS

The administration of resources awarded by the Florida Fish and Wildlife Conservation Commission (Commission) to the Subrecipient may be subject to audits and/or monitoring by the Commission as described in Part II of this attachment regarding State funded activities. If this Agreement includes a Federal award, then Subrecipient will also be subject to the Federal provisions cited in Part I. If this Agreement includes both State and Federal funds, then all provisions apply.

### MONITORING

In addition to reviews of audits conducted in accordance with Sections 200.500-200.521, Uniform Guidance: Cost Principles, Audit, and Administrative Requirements for Federal Awards (2 CFR 200), as revised, hereinafter “OMB Uniform Guidance” and Section 215.97, F.S., as revised (see “AUDITS” below), the Commission may conduct or arrange for monitoring of activities of the Contractor. Such monitoring procedures may include, but not be limited to, on-site visits by the Commission staff or contracted consultants, limited scope audits as defined by Section 200.331, OMB Uniform Guidance and/or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Commission. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Department of Financial Services or the Florida Auditor General.

### AUDITS

**PART I: FEDERALLY FUNDED.** If this Agreement includes a Federal award, then the following provisions apply:

- A. This part is applicable if the Subrecipient is a State or local government or a non-profit organization as defined in Sections 200.90, 200.64, or 200.70, respectively, OMB Uniform Guidance.
- B. In the event that the Subrecipient expends **\$500,000.00 (\$750,000.00** for fiscal years beginning on or after December 26, 2014) or more in Federal awards in its fiscal year, the Subrecipient must have a single or program-specific audit conducted in accordance with the provisions of the Federal Single Audit Act of 1996 and Sections 200.500-200.521, OMB Uniform Guidance. EXHIBIT 1 to this Attachment indicates Federal resources awarded through the Commission by this Agreement. In determining the Federal awards expended in its fiscal year, the Subrecipient shall consider all sources of Federal awards, including Federal resources received from the Commission. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by Sections 200.500-200.521, OMB Uniform Guidance. An audit of the Subrecipient conducted by the Auditor General in the OMB Uniform Guidance, will meet the requirements of this part.
- C. In connection with the audit requirements addressed in Part I, paragraph A. herein, the Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in Section 200.508, OMB Uniform Guidance. This includes, but is not limited to, preparation of financial statements, a schedule of expenditure of Federal awards, a summary schedule of prior audit findings, and a corrective action plan.
- D. If the Subrecipient expends less than **\$500,000.00 (\$750,000.00** for fiscal years beginning on or after December 26, 2014) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, is not required. In the event that the Subrecipient expends less than **\$500,000.00 (\$750,000.00** for fiscal years beginning on or after December 26, 2014) in Federal awards in its fiscal year and elects to have an audit conducted in

accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Subrecipient resources obtained from other than Federal entities).

- E. Such audits shall cover the entire Subrecipient's organization for the organization's fiscal year. Compliance findings related to agreements with the Commission shall be based on the agreement requirements, including any rules, regulations, or statutes referenced in the Agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Commission shall be fully disclosed in the audit report with reference to the Commission agreement involved. Additionally, the results from the Commission's annual financial monitoring reports must be included in the audit procedures and the Sections 200.500-200.521, OMB Uniform Guidance audit reports.
- F. If not otherwise disclosed as required by Section 200.510, OMB Uniform Guidance, the schedule of expenditures of Federal awards shall identify expenditures by contract number for each agreement with the Commission in effect during the audit period.
- G. If the Subrecipient expends less than **\$500,000.00** in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, is not required. In the event that the Subrecipient expends less than **\$500,000.00** in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the Subrecipient's resources obtained from other-than Federal entities).
- H. A web site that provides links to several Federal Single Audit Act resources can be found at: <http://harvester.census.gov/sac/sainfo.html>

**PART II: STATE FUNDED.** If this Agreement includes State funding, then the following provisions apply:

This part is applicable if the Subrecipient is a non-state entity as defined by Section 215.97, F.S., (the Florida Single Audit Act).

- A. In the event that the Subrecipient expends a total amount of state financial assistance equal to or in excess of **\$750,000.00** (**\$500,000.00** in fiscal years prior to July 1, 2016) in any fiscal year of such Subrecipient, the Subrecipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Executive Office of the Governor and the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Commission by this Agreement. In determining the state financial assistance expended in its fiscal year, the Subrecipient shall consider all sources of state financial assistance, including state financial assistance received from the Commission, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.
- B. In connection with the audit requirements addressed in Part II, paragraph A herein, the Subrecipient shall ensure that the audit complies with the requirements of Section 215.97(7), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), F.S., and Chapters

10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

- C. If the Subrecipient expends less than **\$750,000.00 (\$500,000.00** in fiscal years prior to July 1, 2016) in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. In the event that the Subrecipient expends less than **\$750,000.00 (\$500,000.00** in fiscal years prior to July 1, 2016) in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (*i.e.*, the cost of such an audit must be paid from the Subrecipient's resources obtained from other-than State entities).
- D. Additional information regarding the Florida Single Audit Act can be found at:  
<https://apps.fldfs.com/fsaa/>.
- E. Subrecipient shall provide a copy of any audit conducted pursuant to the above requirements directly to the following address:

**Office of Inspector General  
Florida Fish and Wildlife Conservation Commission  
Bryant Building  
620 S. Meridian St.  
Tallahassee, FL 32399-1600**

### **PART III: REPORT SUBMISSION**

- A. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with Sections 200.500-200.521, OMB Uniform Guidance, and required by Part I of this Attachment shall be submitted by or on behalf of the Subrecipient directly to each of the following at the address indicated:

1. The Commission at the following address:

**Office of Inspector General  
Florida Fish and Wildlife Conservation Commission  
Bryant Building  
620 S. Meridian St.  
Tallahassee, FL 32399-1600**

2. The Federal Audit Clearinghouse designated in Section 200.512, OMB Uniform Guidance (the reporting package required by Section 200.512, OMB Uniform Guidance, should be submitted to the Federal Audit Clearinghouse):

**Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132**

3. Other Federal agencies and pass-through entities in accordance with Section 200.512, OMB Uniform Guidance.

- B.** Copies of audit reports for audits conducted in accordance with Sections 200.500-200.521, OMB Uniform Guidance, and required by Part I of this Attachment (in correspondence accompanying the audit report, indicate the date that the Subrecipient received the audit report); copies of the reporting package described in Section 200.512, OMB Uniform Guidance, and any management letters issued by the auditor; copies of reports required by Part II of this Attachment must be sent to the Commission at the addresses listed in paragraph C. below.
- C.** Copies of financial reporting packages required by Part II of this Attachment, including any management letters issued by the auditor, shall be submitted by or on behalf of the Subrecipient directly to each of the following:
1. The Commission at the following address:  
  
**Office of Inspector General  
Florida Fish and Wildlife Conservation Commission  
Bryant Building  
620 S. Meridian St.  
Tallahassee, FL 32399-1600**
  
  - 2) The Auditor General's Office at the following address:  
  
**Auditor General's Office  
G74 Claude Pepper Building  
111 West Madison Street  
Tallahassee, FL 32399-1450**
- D.** Any reports, management letter, or other information required to be submitted to the Commission pursuant to this Agreement shall be submitted timely in accordance with OMB Sections 200.500-200.521, OMB Uniform Guidance, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Subrecipients and sub-Subrecipients, when submitting financial reporting packages to the Commission for audits done in accordance with Sections 200.500-200.521, OMB Uniform Guidance, or Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient/sub-Subrecipient in correspondence accompanying the reporting package.

*- End of Attachment -*

**Exhibit 1  
FEDERAL AND STATE FUNDING DETAIL**

**FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

<b>Federal Program(s) Funds</b>		
<b>CFDA #</b>	<b>CFDA Title</b>	<b>Amount</b>
	n/a	
	Total Federal Awards	

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

<b>Federal Program(s) Compliance Requirements</b>	
<b>CFDA #</b>	<b>Compliance Requirements</b>
	n/a

**STATE RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**MATCHING RESOURCES FOR FEDERAL PROGRAMS:**

<b>Matching Funds Provided by CFDA</b>		
<b>CFDA #</b>	<b>CFDA Title</b>	<b>Amount of Matching Funds</b>
	n/a	
	Total Matching Funds Associated with Federal Programs	

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

<b>State Project(s)</b>		
<b>CSFA #</b>	<b>CSFA Title</b>	<b>Amount</b>
77.006	Florida Boating Improvement Program	\$80,000.00
	Total State Awards	\$80,000.00

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

<b>State Project(s) Compliance Requirements</b>	
<b>CSFA #</b>	<b>Compliance Requirements</b>
77.006	Recipient must comply with Florida Boating Improvement Program Guidelines, July 2019

NOTE: Section 200.513, OMB Uniform Guidance (2 CFR 200), as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Subrecipient.

*- End of EXHIBIT 1 -*

## Monitoring Guidelines

Florida has enhanced state and local capacity for public boating access through various funding sources including state and federal grant funds. The Florida Fish and Wildlife Conservation Commission (FWC) has a responsibility to track and monitor the status of grant activity and items purchased to ensure compliance with applicable U.S. Fish and Wildlife Service (USFWS) grant guidance and statutory regulations. The monitoring process is designed to assess a Grantee/Recipient or Sub-Recipient's (hereafter collectively referred to as Recipient) compliance with applicable state and federal guidelines.

Monitoring is accomplished utilizing various methods including desk monitoring and on-site visits. There are two primary areas reviewed during monitoring activities – financial and programmatic monitoring. Financial monitoring is the review of records associated with the purchase and disposition of property, projects and contracts. Programmatic monitoring is the observation of project construction, protocols and other associated records. Various levels of financial and programmatic review may be accomplished during this process.

Desk monitoring is the review of projects, financial activity and technical assistance between FWC and the applicant via e-mail and telephone or other electronic means. On-site monitoring are actual visits to the Recipient agencies by FWC representatives who examine records, procedures and projects.

### No Conflict of Interest:

Grant Managers shall complete the Agency 'No Conflict of Interest' form at the time they are assigned/assume responsibility for an agreement. If a conflict exists, the Grant Manager shall notify their immediate supervisor at the earliest opportunity. The supervisor is responsible to reassign the Agreement or coordinate with leadership and/or Legal to determine the appropriate resolution.

### Frequency of annual monitoring activity:

Each year the FWC will conduct monitoring based on a "Risk Assessment". The risk assessment tool is used to help in determining the priority of Recipients that should be reviewed and the level of monitoring that should be performed. It is important to note that although a given grant may be closed, it is still subject to either desk or on-site monitoring for a five (5) year period following closure.

### Areas that will be examined may include:

- Management and administrative procedures;
- Grant folder maintenance;
- Accounting system;
- Program for obsolescence;
- Status of expenditures;
- Status of planning, design and engineering activity;
- Anticipated projected completion;
- Difficulties encountered in completing projects;
- Agency NEPA/Section 7/EHP compliance documentation;
- Equal Employment Opportunity (EEO Status);
- Americans with Disabilities Act (ADA Status);
- Procurement Policy
- Procurement documents
- Subcontractor agreements if applicable

FWC may request additional monitoring/information if the activity, or lack thereof, generates questions from the USFWFS region, or FWC leadership. The method of gathering this information will be determined on a case-by-case basis.

Desk monitoring is an on-going process. Recipients will be required to participate in desk top monitoring as determined by FWC. This contact will provide an opportunity to identify the need for technical assistance (TA) and/or a site visit if FWC determines that a Recipient is having difficulty completing their project.

As difficulties/deficiencies are identified, the respective Recipient will be notified by the program office via email. Information will include the Recipient agency name, year and project description and the nature of the issue in question. Many of the issues that arise may be resolved at the Recipient level. Issues that require further TA will be assisted by FWC grant program staff. Examples of TA include but are not limited to:

- Eligibility of items or services
- Coordination and partnership with other agencies
- Record Keeping
- Reporting Requirements
- Documentation in support of a Request for Reimbursement

On-Site Monitoring will be conducted by FWC or designated personnel. On-Site Monitoring visits will be scheduled in advance with the Recipient agency Point of Contact (POC) designated in the funding agreement.

FWC will also conduct coordinated financial and grant file monitoring. Subject matter experts from other agencies within the region or state may be called upon to assist in the form of a peer review as needed.

#### On-Site Monitoring Protocol:

On-Site Monitoring Visits will begin with those Recipients that are currently spending or have completed spending for that federal fiscal year (FFY) or state fiscal year (SFY), as applicable. Site visits may be combined when geographically convenient. There is a financial/programmatic on-site monitoring checklist to assist in the completion of all required tasks.

#### Site Visit Preparation:

A letter will be sent to the Recipient agency POC outlining the date, time and purpose of the site visit before the planned arrival date.

The appointment should be confirmed with the Recipient in writing (email is acceptable) and documented in the Recipient folder.

The physical location of the project if located at an alternate site should be confirmed with a representative from that location and the address should be documented in the Recipient folder before the site visit.

#### On-Site Monitoring Visit:

Once FWC personnel have arrived at the site, an orientation conference will be conducted. During this time, the purpose of the site visit and the items FWC intends to examine will be identified. All objectives of the site visit will be explained at this time.

FWC personnel will review all files and supporting documentation. Once the supporting documentation has been reviewed, a tour/visual/spot inspection of the project site will be conducted.

All project deliverables selected for review should be visually inspected whenever possible. Acknowledgement of project funding should be placed in a prominent location in accordance with applicable agreement provisions. Photographs should be taken of the project site, signage and any other relevant activity.

If a project deliverable is not available at the time of the site visit, the appropriate documentation must be provided to account for the project progress.

Other programmatic issues can be discussed at this time such as missing quarterly project progress reports, payment/voucher /reimbursement, etc.

**Post Monitoring Visit:**

FWC personnel will review the on-site monitoring documents and backup documentation as a team and discuss the events of the on-site monitoring.

Within thirty (30) calendar days of the site visit, a post monitoring letter will be generated and sent to the Recipient explaining any issues and corrective actions required or recommendations. Should no issues or findings be identified, a post monitoring letter to that effect will be generated and sent to the Recipient. The Recipient will correct all deficiencies or submit a Corrective Action Plan within forty-five (45) calendar days of the monitoring letter date. Noncompliance on behalf of Recipients is resolved by FWC management under the terms of the Recipient Agreement.

The On-Site Monitoring report and all backup documentation will then be included in the Recipient's file.

NOTICE OF GRANT AGREEMENT / SITE DEDICATION

This Site Dedication gives notice that the Real Property identified as described in Exhibit A, Legal Description, attached hereto, (the "Property") has been developed with financial assistance provided by the Florida Legislature, through the Fish and Wildlife Conservation Commission, under the grant program called the Florida Boating Improvement Program (FBIP). In accordance with Chapter 68-1.003, F.A.C., and the Program Guidelines of the FBIP, the Property is hereby dedicated to the public as a boating access facility for the use and benefit of the general public for a minimum period of twenty (20) years from the date of this dedication.

DEDICATOR

\_\_\_\_\_  
Original signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by \_\_\_\_\_, who is personally known to me or who  
produced \_\_\_\_\_ as identification.

Stamp:

\_\_\_\_\_  
Notary Public, State of Florida

**ATTACHMENT E**  
**FWC BOATING ACCESS GRANTS**  
**GRANT RECIPIENT/SUBRECIPIENT FORMS and REQUIREMENTS**

AGREEMENT# 21107

**Quarterly Financial History, Performance, & Status Report (Form 1A and Form 1B):**

The reporting requirements noted in this section are designed to provide the state with sufficient information to monitor grant implementation and goal achievement. To support effective monitoring of the grant, progress reports must be:

1. Completed on a quarterly basis. In order to be considered in compliance with the terms of the Agreement, the required reports must be submitted no later than **15** days after the end of each Quarterly Reporting period.
2. These reports are to include, but not be limited to, the work that has been completed, the work in progress and the timeline of the work left to be completed. If any delays from the original timeline have occurred, specify the reason and revise the completion timeline. Note if ahead of schedule or unexpected cost savings.
3. If expenditures do not occur during the Quarter being reported, a Quarterly Report should still be submitted along with a complete explanation on Forms **1A** and **1B**. Not submitting Quarterly Reports can result in a delay of receiving funds. No funds will be dispersed until all Quarterly Reports are current.

**FORM 1A**

**Completing the Quarterly Report**

1. Fill in the Recipient/Subrecipient contact information to the left: Agency/Organization Name, Address, POC Name and Phone number. Fill in the Agreement number and select the appropriate reporting period and year being reported on using the drop box menu below agreement number.
2. number.

**Financial History**

For each applicable category identify the amount allocated, quarterly funds expended, and total funds expended to date. All shaded cells will auto-populate.

- **Amount Allocated:** Should be aligned with your current budget. Requests for a revised budget shall be preapproved by the FWC Grant Manager and may require execution of an Amendment to the Funding Agreement to modify scope and/or budget.
- **Quarterly Funds Expended:** Should reflect total funds **expended during the period** for which you are reporting.
- **Total Funds Expended:** Should reflect the entire amount of funds **expended up to the last day** of the reporting period.
- **Expenditure(s) Completion Percent:** Will auto-populate and reflect the percent of funds expended based on Amount Allocated and Total Funds Expended.
- **Remaining Balance:** Will auto-populate and reflect the remaining balance based on Amount Allocated and Total Funds Expended.

**Performance Tracking**

For the Performance Tracking section of the reporting form, each Project budgeted on this Agreement should be reported separately to reflect the current status.

- **Project Title:** Identify each project title, (i.e. Moore Haven Marina Seawall, Old Ferry Dock Boat Ramp, etc.)
- **Category:** Select the category associated with the project from the drop-box menu. If the project is associated with multiple categories list the project multiple times on the Project Title section and report accordingly. (i.e. Administration, Contracted Services, Permitting & Inspection Fees).
- **Start Date:** This date should identify the actual start date of the project, if the project has not started list the projected start date.
- **Projected End Date:** List the anticipated end date of the project and/or actual end date of the project.
- **Percentage Completed:** Identify progress made by utilizing percentages, showing how far or near the project is to completion. (0% to 100% scale). For non-construction projects this may be estimated, and for construction projects refer to AIA G-702 form.
- **Funds Allocated (Budget):** Funds allocated should reflect the amount of funds allocated for each project category and should be in agreement with your current budget. If not, submit a request for a revised budget. Requests shall be preapproved by the FWC Grant Manager and may require execution of an Amendment to the Funding Agreement to modify scope and/or budget.
- **Project Status:** Select the appropriate status of the project from the drop-box menu. If Delays, Issues, or Cancellations are selected, please expand on it in the narrative portion of the reporting form.
- **Cumulative Amount Previously Submitted for Reimbursement** Should reflect the total amount of all claims that have been submitted for reimbursement to date. **Total Received** Should reflect the total amount of funds received to date.

**\*\*\*Both Grant Manager and Financial Officer should verify and sign off on this section.\*\*\***

**ATTACHMENT E**  
**FWC BOATING ACCESS GRANTS**  
**GRANT RECIPIENT/SUBRECIPIENT FORMS and REQUIREMENTS**

**FORM 1B**

**Project Status for Reporting Quarter**

Provide a detailed narrative status update for all projects.

**Timeline of Events for Reporting Quarter**

List project activities and milestones (i.e. P.O., Contract Executed, etc.) by date, followed by a brief description of the milestone. Also include whether the project will be completed on schedule. If not, indicate the timeframe for completion, reason for the delay and the effect of these challenges on the remaining schedule for achieving the other objectives of the project.

**Other**

List any additional project information.

**Technical Assistance**

If technical assistance is needed, please indicate the type of technical assistance required.

**Recipient/Subrecipient POC needs to sign certifying that the information provided within the quarterly report is true and the cost(s) are valid cost(s) incurred in accordance with the Project Agreement.**

**FORM 2**

**Completing Reimbursement Request FORM 2**

1. Fill in the Recipient/Subrecipient contact information to the left: Agency/Organization Name, Address, POC Name and Phone Number.
2. Fill in the Agreement number and reimbursement information.

➤ **Agreement Amount:** Should reflect the amount of the actual Agreement.

➤ **Submission Date:** Date reimbursement request is sent to State Administrative Agency for processing.

➤ **Payment #:** Should be the numeric value representing the reimbursement submission in sequential order. (i.e. 1,2,3....etc.)

➤ **Payment Amount:** Should reflect the total amount being requested for reimbursement.

➤ **Funds Expended During the Period:** This should reflect the timeframe funds were expended for the purchase and/or service.

➤ **Category Table:** This should reflect the amount claimed against each category.

➤ **Total Expenditures:** Should auto-populate and reflect the amount being claimed.

**FORM 3**

**Detail Of Claims**

1. Fill in your Agency/Organization Name and Agreement number.

Complete this form separately for each category claimed. Select the appropriate category and itemize all costs within that category that are applicable

2. to the reimbursement request.

➤ **Vendor:** Indicate the vendor used for purchase/service.

➤ **Date Paid:** Date should indicate the date the payment was made for the purchase and/or service.

➤ **Check #:** Indicate check number or payment form if check was not utilized. (i.e. ETF for electronic funds transfer)

➤ **Description:** Brief description of purchase/service provided.

➤ **Amount:** This should only indicate the amount claiming for reimbursement. If the amount claiming is less than the invoice or check, indicate indicate that on description section or notate on backup document.

**ATTACHMENT E  
FWC BOATING ACCESS GRANTS  
GRANT RECIPIENT/SUBRECIPIENT FORMS and REQUIREMENTS**

**FORM 4**

**Instructions for Completing the Time and Effort Reporting (if applicable)**

➤	According to Federal cost principals employees/contract employees who are paid in full or partially from federal sources must document their time in the form of personnel activity reports (Time and Effort Reports).
➤	All subrecipient Agreements that contain Administration cost are required to submit a Time and Attendance Report as part of their reimbursement packet. This includes when Administration/Contract Management are claimed as In-Kind Cost Share (Match).
➤	The Time and Effort Report must account for all activity in which the employee/contract employee is being compensated and not merely the activity being requested for reimbursement to a specific Funding Agreement.
➤	The report should reflect an after-the-fact distribution of time associated with each activity/project by the employee/contractor.
➤	Subrecipients must use the attached Time and Effort Reporting to account for an employee/contractor actual time by activity/project and must account for 100% of the time the individual is being compensated from the grant.
➤	Charges for sick time, vacation, holiday and all costs associated with fringe benefits or employee related expenses shall be allocated at proper percentages. A Recipient/Subrecipient may not charge more hours to a Funding Agreement for such expenses than that Recipient/Subrecipient is charged for the employee/contract employee compensation. As an example, if a Time and Effort Report shows that he or she spent 8 hours of his or her time on boating access project activity, no more than the corresponding percentage (activity time divided by contracted hours) of his or her fringe benefit charges may be applied to that Funding Agreement. If that employee/contract employee is paid from multiple boating access projects, fringe benefit charges may only be applied to each individual project Funding Agreement at the percentage that the employee/contract employee's time is charged to each individual project Funding Agreement.
➤	Subrecipients are responsible for the proper allocation to Administration charges as they relate to personnel costs. Grant guidance should be used as a resource to determine the differences and allowability. Supervisors signing the Time and Effort Report are attesting that the report and distribution of time meets the requirements as stated in grant guidance, and your Funding Agreement.

**FORM 5**

**Instructions for Completing the Certification of Completion Statement**

	Indicate the grant program from which funding was received.
➤	Enter FWC Agreement number if not already populated.
➤	Print your name and title and the entity name which is reflected on the funding agreement.
➤	Sign and date form. Within thirty (30) days of completion of the project, submit Form 5 to the FWC grant manager <b>with photos</b> documenting the project to include all deliverables which received funding from the grant. FWC will complete the rest of the form.

**FORM 6**

**Completing the Final Project Closeout Report**

Fill in the Subrecipient contact information: Subrecipient Agency/Organization Name, Address, Agreement #, Agreement Amount, Agreement Period of Performance (Execution date to end date).

- **Total Expenditures:** Indicate the amount expended per category and cumulative amount expended.
- **Agreement Amount:** Agreement amount taking account any modification made to the agreement.
- **Deobligated Funds:** Cumulative amount of funds not being used and will be reverted back to the state.

**ATTACHMENT E  
FWC BOATING ACCESS GRANTS  
GRANT RECIPIENT/SUBRECIPIENT FORMS and REQUIREMENTS**

**Date Expenditure(s) Payment Received**

Indicate the date(s) that your payment(s) from the State for your reimbursement request(s) was/were received by your organization and the amount of the payment.

- **Was income earned on the project during the Period of Performance?:** Program income is gross income earned by a Recipient/Subrecipient that is directly generated by a grant-supported activity, or earned as a result of the grant, during the grant period. Was incomes earned as defined? If yes, include a check for the income with the close-out report.
- **Were Funds Expended in accordance with Agreement terms?:** All expenditures should be in accordance with applicable policies and procedures: Federal, State, and Local level, including agreement terms. If any costs were reimbursed but determined later to be ineligible for funding, refund of funds is required within thirty (3) calendar days of completion of the project.
- **All Quarterly reports submitted up to current reporting period:** Quarterly reports must be submitted from the period in which the Agreement was executed up to the period in which the close-out is approved. If close-out approval process is extended into an additional quarter due to corrections needed by the Recipient/Sub-Recipient, the Recipient/Sub-Recipient must submit a report for that additional period.

**Program Income, Refund And/or Final Interest Check**

Any funds owed to the FWC must be returned within thirty (30) calendar days of project completion. Please contact your grant manager if you owe the FWC funds for any reason.

**Grant Manager and Financial Officer needs to sign certifying that the information provided within the close-out is true and the cost(s) are valid cost(s) incurred in accordance with the Agreement.**

**FORM 7**

**Post Award Use & Access Annual Report**

Fill in the Subrecipient contact information: Subrecipient Agency/Organization Name, Address, Agreement #, Agreement Amount, Agreement Period of Performance (Execution date to end date).

- **Total Expenditures:** Indicate the amount expended per category and cumulative amount expended.
- **Agreement Amount:** Agreement amount taking account any modification made to the agreement.
- **Deobligated Funds:** Cumulative amount of funds not being used and will be reverted back to the state.

**FORM 8**

**Subcontractor List**

- Fill in the names of any companies which are intended to be selected to implement work under this Agreement. Submit list to Grant Manager prior to entering into a contract so that applicable review and verification may be completed. Include the DUNS (Dun & Bradstreet) or Unique Identifier for each company.

**STATE OF FLORIDA  
FWC BOATING ACCESS GRANTS  
FINANCIAL HISTORY & PERFORMANCE TRACKING  
ATTACHMENT E - FORM 1A**

**Recipient/Subrecipient**

Franklin County BOCC

**AGREEMENT#** 21107

**QUARTERLY REPORTING DUE DATES**

*(Drop box list below select the quarter of activity being reported along with year)*

**Period:** Select Period of Performance

**Financial History Report**

For directions click link [Instructions](#)

Shaded cells are calculated for you. You do not need to enter anything into them.

Category	Total Allocated	Quarterly Funds Expended	Total Funds Expended	Expenditure(s) Percent	Remaining Balance
Administration Costs (max 5% of total)				#DIV/0!	\$ -
Contracted Services				#DIV/0!	\$ -
Permitting & Project Inspection Fees				#DIV/0!	\$ -
Site Preparation				#DIV/0!	\$ -
Demolition & Removal				#DIV/0!	\$ -
Construction				#DIV/0!	\$ -
Equipment (Rental or In-Kind Use)				#DIV/0!	\$ -
Contingency Costs				#DIV/0!	\$ -
Other Costs				#DIV/0!	\$ -
Pre-Award Costs				#DIV/0!	\$ -
<b>Total Expenditures</b>					\$ -

**Performance Tracking**

Project Title	Category	Start Date	Projected End Date	Percentage Completed	Funds Allocated (Budget)	Project Status
<b>TOTAL (or Average Percentage)</b>				#DIV/0!	\$ -	

Cumulative Amount Previously Submitted for Reimbursement \_\_\_\_\_ Total Received \_\_\_\_\_

**I hereby certify that the above cost are true and valid cost incurred in accordance with the project agreement.**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Grant Manager

**I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Financial Officer

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

**FWC BOATING ACCESS GRANTS**  
**Quarterly Status Report**  
**ATTACHMENT E - FORM 1B**

**Recipient/Subrecipient**

Franklin County BOCC

**AGREEMENT#** 21107

**INSTRUCTIONS**

**For instructions on completing**

*click the HELP button*

**PROJECT STATUS** (Provide a status for each Category with an allocation. i.e. Permitting, Demolition, Construction, etc.)

**TIMELINE OF EVENTS FOR REPORTING PERIOD**

**OTHER** (Optional) - Can report internal expenditures not yet claimed and/or any projected balance, project delays and reason (i.e. cost savings, permits, etc.).

**TECHNICAL ASSISTANCE**

Is technical assistance needed: \_\_\_\_\_ If "yes", are you requesting, onsite visit or phone call \_\_\_\_\_

**I hereby certify that the above information provided are true and the cost(s) are valid cost(s) incurred in accordance with the project agreement.**

Signed: \_\_\_\_\_

**Grant Manager**

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

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

**STATE OF FLORIDA  
FWC BOATING ACCESS GRANTS  
REIMBURSEMENT REQUEST  
ATTACHMENT E - FORM 2**

**Recipient/Subrecipient**  
Franklin County BOCC

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**AGREEMENT#** \_\_\_\_\_ 21107

Agreement Amount	
Submission Date	
Reimbursement #	
Requested Amount	

**COSTS INCURRED DURING THE PERIOD OF:** \_\_\_\_\_ **THROUGH** \_\_\_\_\_

Shaded cells are calculated for you. You do not need to enter anything into shaded cells.

**THIS MUST BE ACCOMPANIED BY THE DETAIL OF CLAIMS FORM**

	Total Cost	Match/Cost Share	Other	Grant Cost (FBIP/BIGP/SFR)
Administration Costs (max 5% of total)				
Contracted Services				
Permitting & Project Inspection Fees				
Site Preparation				
Demolition & Removal				
Construction				
Equipment (Rental or In-Kind Use)				
Contingency Costs				
Other Costs				
Pre-Award Costs				
<b>Totals</b>	\$ -	\$ -	\$ -	\$ -
<b>Percentage</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>

I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Grant Manager

I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Financial Officer

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

**TO BE COMPLETED BY FWC STAFF**

<b>AGREEMENT AMOUNT</b>	_____
<b>PREVIOUS PAYMENT(S)</b>	<b>#VALUE!</b>
<b>THIS PAYMENT</b>	_____
<b>REMAINING BALANCE</b>	<b>#VALUE!</b>

<b>TOTAL AMOUNT TO BE PAID ON THIS INVOICE</b>  _____
---

**DATE SUBMITTED TO FWC** \_\_\_\_\_



**STATE OF FLORIDA  
 FWC BOATING ACCESS GRANTS  
 TIME AND EFFORT  
 ATTACHMENT E - FORM 4**

This form is required to accompany reimbursement claims for **salaries credited as match/cost share** to the grant.

Employee Name: \_\_\_\_\_ Agreement: 21107

Pay Period: \_\_\_\_\_ TO \_\_\_\_\_ Indicate Contracted Hours for Pay Period \_\_\_\_\_

	Hours Type	Week 1								Week 2								Grand Total	
		S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total		
1	Administration Costs (max 5% of total)								0									0	0
2	Vacation								0									0	0
3	Sick Time								0									0	0
4									0									0	0
5									0									0	0
6									0									0	0
7									0									0	0
8									0									0	0
9									0									0	0
10									0									0	0
11									0									0	0
12									0									0	0
13									0									0	0
14									0									0	0
<b>Daily Totals</b>		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Week One Total</b>									<b>0</b>	<b>Week Two Total</b>								<b>0</b>	<b>0</b>
I hereby certify that the above allocation of my time is accurate for the time period in which this report covers.									I hereby certify that to the best of my knowledge and belief, the reported time allocation entered in this report is accurate and in accordance with Local, State, and Federal Regulations and Guidance as applicable pertaining to reimbursement on Boating Access Grants.										
Employee Signature: _____					Date: _____				Supervisor Signature: _____					Date: _____					

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

**STATE OF FLORIDA  
FWC BOATING ACCESS GRANTS  
ATTACHMENT E - FORM 5**

**CERTIFICATION OF COMPLETION STATEMENT**

**Grant Program:** \_\_\_\_\_ **FWC Agreement #** 21107  
\_\_\_\_\_ Boating Infrastructure Grant Program (BIGP)  
X \_\_\_\_\_ Florida Boating Improvement Program (FBIP)  
\_\_\_\_\_ Sportfish Restoration Program (SFR)

I, \_\_\_\_\_  
(Print or Type Name and Title)

representing \_\_\_\_\_  
(Name of Recipient Agency/Entity)

do hereby certify that the project funded by FWC Agreement # 21107 has been completed in compliance with all terms and conditions of said Agreement; that all amounts payable for materials, labor and other charges against the project have been paid; and that no liens have been attached against the project.

\_\_\_\_\_  
(Signature) (Date)

WARNING: "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083." § 837.06, Florida Statutes.

**CERTIFICATION BY COMMISSION**

I certify: That to the best of my knowledge and belief, the work on the above-named project has been satisfactorily completed under the terms of the Agreement.

\_\_\_\_\_  
(Division)

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Print or Type Name and Title)

Inspected: \_\_\_\_\_ Yes \_\_\_\_\_ No or N/A \_\_\_\_\_ Engineer Reviewed

\_\_\_\_\_  
(Name of Inspector/Engineer) (Date of Inspection)

**STATE OF FLORIDA  
FWC BOATING ACCESS GRANTS  
PROJECT CLOSE-OUT REPORT  
ATTACHMENT E - FORM 6**

This form should be completed and submitted to the Commission no later than **thirty (30) days** after completion of projects or the termination date of the Agreement, whichever occurs first.

**Franklin County BOCC**  
RECIPIENT / SUBRECIPIENT

**0**

ADDRESS

**0**

CITY AND STATE

21107

AGREEMENT #

\$

-

AGREEMENT AMOUNT

AGREEMENT PERIOD OF PERFORMANCE

(1) COST CATEGORIES	(2) TOTAL EXPENDITURES
Administration Costs (max 5% of total)	
Contracted Services	
Permitting & Project Inspection Fees	
Site Preparation	
Demolition & Removal	
Construction	
Equipment (Rental or In-Kind Use)	
Contingency Costs	
Other Costs	
Pre-Award Costs	
Total	\$ -

(3) DATE*	(4) DATE EXPENDITURE(S) PAYMENT RECEIVED AMOUNT
Total	\$ -

**Please Indicate Amounts For The Following:**

Agreement Amount	\$ -
Total Expenditures	\$ -
Deobligated Funds	\$ -

Was income earned on the project during the POP? Y/N \_\_\_\_\_

Were funds expended in accordance with agreement terms? Y/N \_\_\_\_\_

All quarterly reports submitted up to current reporting period? Y/N \_\_\_\_\_

Certification of Completion & photos submitted? Y/N \_\_\_\_\_

**REFUND AND/OR PROGRAM INTEREST CHECK**

Refund and/or final program income check is due no later than thirty (30) days after the completion of the project.

Date Form 5 signed by Recipient: 01/00/00

**Make check payable to :** Florida Fish & Wildlife Conservation Commission  
Grants & Revenue Section  
Florida Fish & Wildlife Conservation Commission  
620 S. Meridian Street  
Tallahassee, FL 32399

Is documented match/cost share sufficient? Y/N \_\_\_\_\_

I hereby certify that the above cost(s) are true and valid cost(s) incurred in accordance with the project agreement.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Grant Manager

I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Financial Officer

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise.

**STATE OF FLORIDA  
FWC BOATING ACCESS GRANTS  
POST AWARD USE & ACCESS ANNUAL REPORT  
ATTACHMENT E - FORM 7**

**Recipient:** Franklin County BOCC **FWC AGREEMENT #** 21107

**Project Title:** \_\_\_\_\_

**Project Address:** \_\_\_\_\_

**Agreement End Date:** \_\_\_\_\_

**Useful Life End Date:** \_\_\_\_\_

Reporting period is the July 1-June 30 state fiscal year.

Provide a description of the condition of any facilities funded with Program funds including any major repairs to the facilities.

Indicate the amount of revenue collected from any permits or fees for the use of the facilities.

\$ \_\_\_\_\_

Is this amount Actual or Estimated?

If there is any anticipated permit or fee increase/decrease, please provide the current and proposed amounts, and the reason for the change.

Estimate the number of annual users of the facilities.

The FWC Funding Agreement Scopes of Work stipulate in Section 15, SPECIAL PROVISIONS FOR CONSTRUCTION PROJECTS that the Commission will ensure funds collected are not reallocated or diverted to any non-boating access related purpose.

I hereby certify that the above report is true and correct to the best of my knowledge as of this date in accordance with the project Agreement, and that the fees generated from use of the grant funded project(s) were expended for the operation and maintenance of the project in this Agreement.

Signed: \_\_\_\_\_

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

Title: \_\_\_\_\_

Submitted by: \_\_\_\_\_

Title: \_\_\_\_\_

**STATE OF FLORIDA  
FWC BOATING ACCESS GRANTS  
SUBCONTRACTOR LIST  
ATTACHMENT E - FORM 8**

AGREEMENT# 21107

In accordance with FWC Funding Agreement Section 14, SUBCONTRACTS, "The (Recipient/Subrecipient) must provide the Commission with the names of any subcontractor considered for work under this Agreement; the Commission in coordination with the (Recipient/Subrecipient) reserves the right to reject any subcontractor."

In accordance with FWC Funding Agreement Section 15, MANDATORY DISCLOSURES, the Commission may verify the entities listed below against the convicted, suspended or discriminatory complaints vendor list.

If applicable, in accordance with FWC Funding Agreement Section 24, FEDERAL FUNDS, the Commission may verify the entities listed below are not Debarred, Suspended, Ineligible or Voluntarily Excluded from participation in this transaction. The Commission may request documents to support adherence to E-Verify or any other applicable federal requirement of this Agreement.

\_\_\_\_\_  
Vendor/Contractor

\_\_\_\_\_  
Vendor/Contractor

\_\_\_\_\_  
DUNS/Unique Entity ID

\_\_\_\_\_  
DUNS/Unique Entity ID

\_\_\_\_\_  
Vendor/Contractor

\_\_\_\_\_  
Vendor/Contractor

\_\_\_\_\_  
DUNS/Unique Entity ID

\_\_\_\_\_  
DUNS/Unique Entity ID

\_\_\_\_\_  
Vendor/Contractor

\_\_\_\_\_  
Vendor/Contractor

\_\_\_\_\_  
DUNS/Unique Entity ID

\_\_\_\_\_  
DUNS/Unique Entity ID

\_\_\_\_\_  
DUNS/Unique Identifier

\_\_\_\_\_  
DUNS/Unique Identifier

\_\_\_\_\_  
DUNS/Unique Entity ID

\_\_\_\_\_  
DUNS/Unique Entity ID



**MEETING DATE:** May 17, 2022  
**NAME/DEPARTMENT/AGENCY:** Michael Morón – County Coordinator  
**TOTAL ATTACHMENTS:** 17

- =====
- a. Action Item: Schedule Workshop on Private Roads  
At your last meeting the Board authorized a workshop to discuss the requirements and procedures to transfer a private road to a county owned and maintained road. I recommend scheduling that workshop on July 19<sup>th</sup> or August 2<sup>nd</sup>. What is the Board's preference?  
**Board action to select a date for the workshop to discuss requirements and procedures to transfer a private road to a county owned and maintained road.**
  
  - b. Action Item: FDOT Off System Maintenance Agreement for Carrabelle Beach Park Sidewalk Improvements (Attachments)  
Last year the Board approved Commissioner Ward's request to FDOT for the installation of a crosswalk at Carrabelle Beach. Last week staff received a FDOT Off System Maintenance Agreement and Resolution for this crosswalk project. As part of the agreement, the county will be required to maintain 372 square feet of the improved sidewalk that is on county property. Copies of the agreement, resolution, and detailed map are attached. Attorney Shuler has reviewed the agreement and resolution.  
**Board action to approve and authorize the Chairman's signature on the Off System Maintenance Agreement for Carrabelle Beach Park Sidewalk Improvements.**
  
  - c. Action Item: FAA Grant Application for the Apron Rehabilitation Project (Attachments)  
At your last meeting, the Board opened sealed bids for an Airport Apron Rehabilitation project. The project's scope includes concrete pavement replacement, crack repair, and joint seal removal and replacement. Only Pettibone Concrete Construction from Panama City, Florida responded to the advertisement for sealed bids. Attached to my report is the Recommendation of Award from AVCON that includes their review of Pettibone's bid, the grant application, FAA Form 5100-101, and six required FAA certifications for approval and signature. The FAA is providing \$600,000 in funding, and the bid came in much lower than anticipated, so about half of the overall apron will be awarded for this project, more than originally anticipated. A snapshot of the pavement that will be funded by the FAA grant is attached.

**Board action to approve this project and authorize the Chairman's signature on the required FAA forms.**

d. Action Item: WSA CI Contracts (Attachments)

Attached to my report are four Florida Department of Corrections' Interagency/Public Works Agreements for Community Work Squads. There are contracts for Parks and Recreation, Road Department, Landfill, and Mosquito Control. These contracts are for three years and may be renewed for an additional three years.

**Board action to approve and authorize the Chairman's signature on the DOC Interagency/Public Works Agreements for Community Work Squads contingent on the Attorney Shuler's review.**

e. Informational Item: TDC Collections Report (Attachment)

Attached to my report is the TDC Collections report. If you have any questions do not hesitate to contact Mr. John Solomon, TDC Administrator.

f. Informational Item: Airport Equipment Inventory

Last Tuesday, Mrs. Erin Griffith, Mr. Ted Mosteller, Mr. Chance White, and I met to review the inventory of airport maintenance equipment. We decided on what equipment will be repaired, replaced, or sent to auction. That list will be presented to the Board at an upcoming meeting for your approval. In addition, Mr. Mosteller is seeking quotes to extend the storage shed to properly store and protect the maintenance equipment and a secured area to store tools and an operating area for the Airport manager. Those quotes will be presented to the Board for review and approval at a future meeting.

g. Informational Item: Appointments for Local Technology Planning Team

At a previous meeting I asked the Board to look within your district for potential candidates that would be willing to serve on a county's Local Technology Planning Team. As you consider candidates from your districts for the LTPT, it is encouraged that you look at a cross-section of community members, which may include, but not limited to, representatives from libraries, K-12 education, colleges and universities, local health care providers, private businesses, community organizations, economic development organizations, local governments, tourism, parks and recreation, and agriculture. So far I've received a couple of names and once a full list of candidates has been submitted, it will be submitted to the Board for review and consideration for appointment.

h. Informational Item: Duke Site Readiness Survey

Inform the Board that Mr. Alan Pierce completed and submitted the Site Readiness Survey for Duke Energy. The Board will be updated as this process continues.

i. Information Item: Historic Resources Survey

Mr. Mark Curenton, County Planner, attended a public meeting on Wednesday, May 4<sup>th</sup> in Carrabelle to hear from Terracon Consultants, Inc., the firm contracted by the Florida Department of State to perform a Historical Resources Survey of the entire county. The following is Mr. Curenton's synopsis on the meeting:

*The Florida Department of State is sponsoring a survey to record historic resources in Franklin County. Terracon, the company contracted to perform the actual survey, held a kick-off meeting on May 4 in Carrabelle to explain the purpose of the survey and the process. Teams from Terracon will be identifying and recording buildings, cemeteries, bridges, and other historic sites that are more than 50 years old and have not been recorded previously. The teams will be in the County starting on May 21 to conduct their survey.*

If you have any questions do not hesitate to contact Mr. Curenton.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**OFF-SYSTEM PROJECT MAINTENANCE AGREEMENT**

This Off-System Project Maintenance Agreement (“Agreement”) is between the State of Florida Department of Transportation (“DEPARTMENT”), and the **Franklin County**, a political subdivision of the State of Florida (“LOCAL AGENCY”). The DEPARTMENT and the LOCAL AGENCY are sometimes referred to in this Agreement as a “Party” and collectively as the “Parties.”

**RECITALS**

1. Federal funding is available for the costs of the project, including sidewalk construction, signs, and other minor related improvements for **SR 30 (US98) FROM FRANKLIN STREET TO CARRABELLE RIVER BRIDGE in Franklin County. Carrabelle Beach Park is county-owned, including the parking area** pursuant to Title 23, United States Code; and

2. The DEPARTMENT is preparing to undertake a project within the LOCAL AGENCY identified and known to the Parties by Financial Project I.D. **445761-1-52-01**, which will be of benefit to the LOCAL AGENCY (“PROJECT”); and

3. The PROJECT, or a portion of the PROJECT, is being performed on **Carrabelle Beach Park** in **Franklin** County, Florida, not on the State Highway System; and

4. Approval of federal aid necessary to the PROJECT requires agreement by the LOCAL AGENCY to maintain the PROJECT or the portion of the PROJECT that is located on the LOCAL AGENCY’S right-of-way; and

5. The LOCAL AGENCY, by resolution No. \_\_\_\_\_, dated \_\_\_\_\_, 2022, a copy of which is attached hereto and made a part hereof, has authorized the \_\_\_\_\_ to execute this Agreement.

**NOW THEREFORE**, in consideration of the mutual benefits to be derived by the terms of this Agreement, the Parties hereby agree as follows:

6. The recitals in paragraphs 1-5 above are true and correct and are made a part of this Agreement.

7. The DEPARTMENT shall be responsible for the design and construction of the PROJECT, which consist of additional signs, curb and gutter, sidewalk, and flume (drainage) construction. The DEPARTMENT shall have final decision authority with respect to the design, design review process and construction of the PROJECT. The LOCAL AGENCY shall cooperate with and shall support the DEPARTMENT’S work efforts in these regards. Additionally, the DEPARTMENT will obtain approval of the Federal Highway Administration for Federal participation.

8. The LOCAL AGENCY hereby appoints the DEPARTMENT as its agent for purposes of the notification, construction, reconstruction and relocation of utilities under Sections 337.401, 337.402, 337.403, and 337.404, Florida Statutes. The LOCAL AGENCY agrees to fully cooperate with the DEPARTMENT in the construction, reconstruction and relocation of utilities that may be located within the existing or acquired right-of-way. The Parties agree to meet on a periodic basis, as determined to be necessary by the DEPARTMENT, during the planning, design, construction and post-construction phase to identify, plan and to relocate utilities. The responsibility for the costs associated with the relocation of utilities shall be based on Florida law as it relates to said matters. The Parties agree that if existing utilities owned by the LOCAL AGENCY are required to be reconstructed or relocated as a result of the PROJECT that the costs associated therewith shall be deemed to be a cost of the PROJECT to be paid for the by the LOCAL AGENCY.

9. The LOCAL AGENCY acknowledges that the DEPARTMENT will be utilizing federal funds on the PROJECT and as a result thereof the LOCAL AGENCY agrees to maintain the PROJECT in perpetuity according to DEPARTMENT standards. The LOCAL AGENCY further recognizes and acknowledges that if the DEPARTMENT will be utilizing federal funds on the PROJECT, the National Environmental Policy Act (“NEPA”) process will need to be completed and the DEPARTMENT reserves the right to adjust the plans and or design of the PROJECT to meet the needs of the permits. The LOCAL AGENCY agrees to fully cooperate in the provision of any and all studies and or data that may be necessary for the NEPA process and for all other permit matters.

10. The LOCAL AGENCY acknowledges and agrees that LOCAL AGENCY’S right-of-way, and the improvements located within the LOCAL AGENCY right-of-way, are and will remain under the ownership of the LOCAL AGENCY and that the DEPARTMENT will not have any ownership interest in the right-of-way, improvements located thereon. Additionally, the DEPARTMENT’S right-of-way, and the improvements located within the DEPARTMENT’S right-of-way, are and will remain under the ownership of the DEPARTMENT and the LOCAL AGENCY will not have any maintenance responsibilities nor ownership interest in the right-of-way, improvements located thereon. Notwithstanding the requirements hereof, maintenance during construction shall be the responsibility of the DEPARTMENT and its contractor.

11. Upon completion of the PROJECT, the DEPARTMENT shall issue a Notice of Final Acceptance to the contractor with a copy of said notice being provided to the LOCAL AGENCY. Upon issuance of the Notice of Final Acceptance, the LOCAL AGENCY shall be immediately responsible for the perpetual maintenance of the PROJECT or the portion of the PROJECT that is located on the LOCAL AGENCY’S right-of-way. The DEPARTMENT shall also have the right to assign interim maintenance responsibility to the LOCAL AGENCY for specified portions of the PROJECT before the issuance of the Notice of Final Acceptance. Said assignment of maintenance responsibility shall be sent by the DEPARTMENT to the LOCAL AGENCY in writing with sufficient description to place the LOCAL AGENCY on notice of the interim maintenance responsibility. Notwithstanding the issuance of the Notice of Final Acceptance, the DEPARTMENT shall have the right to assure completion of any punch list by the contractor. Additionally, the LOCAL AGENCY understands and agrees that the

DEPARTMENT shall transfer all permits to the LOCAL AGENCY as the operational maintenance entity and the LOCAL AGENCY agrees to accept said transfer and to become fully responsible to comply with all operational and maintenance conditions of the permits.

12. This Agreement shall become effective as of the date both Parties hereto have executed the Agreement and shall continue in full force and effect until the PROJECT is completed by the DEPARTMENT and the improvements have been turned over to the LOCAL AGENCY by the DEPARTMENT by formal notice from the DEPARTMENT. The DEPARTMENT reserves the right to unilaterally cancel its performance hereunder if it determines that it is in the best interest of the public to do so. This discretion shall include, but shall not be limited to budgetary and bid cost considerations.

13. The DEPARTMENT may unilaterally cancel this Agreement for refusal by the LOCAL AGENCY to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes and made or received by the LOCAL AGENCY in conjunction with this Agreement.

14. It is understood that the DEPARTMENT's participation in said PROJECT is subject to Legislative approval of the DEPARTMENT's appropriation request in the work program year that the PROJECT is scheduled.

15. The DEPARTMENT's performance and obligations to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the DEPARTMENT's funding for this PROJECT is in multiple years, funds approved from the DEPARTMENT'S Comptroller must be received every year prior to costs being incurred.

16. In the event this Agreement is in excess of \$25,000.00 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes are hereby incorporated:

“The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year.”

17. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.

18. To the extent permitted by law, LOCAL AGENCY shall indemnify, defend, and hold harmless the DEPARTMENT and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission or negligent act by LOCAL AGENCY, its agents, or employees, during the performance of the Agreement, except that neither LOCAL AGENCY, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the DEPARTMENT or any of its officers, agents, or employees during the performance of the Agreement. Nothing herein shall be deemed a waiver of the rights of sovereign immunity of either Party.

19. In the event there are cost overruns, supplemental agreements (specifically incurred in the areas located off the State Highway System), and or liquidated damages not eligible to be paid for by federal funds due to the Federal Highway Administration determining that said costs are non-participating costs, the LOCAL AGENCY shall be responsible for one-hundred percent (100%) of the funds required to make up the shortfall not paid by federal funds. The PROJECT is off of the "State Highway System," therefore, in accordance with Section 339.08(1), F.S., State funding cannot be used for payments of non-participating costs on this PROJECT. (Examples of non-participating items could be fishing piers; premium costs due to design or CEI errors or omissions; material or equipment called for in the plans but not used in the construction, as referenced in the Federal Aid Policy Guide 23, CFR Section 635.120).

- a. Should such shortfalls occur due to a determination that said costs are non-participating, the LOCAL AGENCY agrees to provide, without delay, a deposit within fourteen (14) calendar days of notification from the DEPARTMENT, to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund the shortfall. The DEPARTMENT shall notify the LOCAL AGENCY as soon as it becomes apparent there is a shortfall; however, failure of the DEPARTMENT to so notify the LOCAL AGENCY shall not relieve the LOCAL AGENCY of its obligation to pay for its full participation of non-participating costs during the PROJECT and on final accounting, as provided herein below. If the LOCAL AGENCY cannot provide the deposit within fourteen (14) days, a letter must be submitted to and approved by the DEPARTMENT'S contract manager indicating when the deposit will be made. The LOCAL AGENCY understands the request and approval of the additional time could delay the PROJECT, and additional non-participating costs may be incurred due to the delay of the PROJECT.

The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty days (360) of final payment to the Contractor. The DEPARTMENT considers the PROJECT complete when the final payment has been made to the Contractor, not when the construction work is complete.

All non-participating Project cost records and accounts shall be subject to audit by a representative of the LOCAL AGENCY for a period of three (3) years after final close out of the PROJECT. The LOCAL AGENCY will be notified of the final non-participating cost of the PROJECT. Both Parties agree that in the event the final accounting of total non-participating costs pursuant to the terms of this Agreement is less than the total deposits to date, a refund of the excess will be made by the DEPARTMENT to the LOCAL AGENCY. If the final accounting is not performed within three hundred and sixty (360) days, the LOCAL AGENCY is not relieved from its obligation to pay.

In the event the final accounting of total non-participating costs are greater than the total deposits to date, the LOCAL AGENCY will pay the additional amount within forty (40) calendar days from the date of the invoice from the DEPARTMENT. The LOCAL AGENCY agrees to pay interest at a rate as established pursuant to Section 55.03, F.S., on any invoice not paid within forty (40) calendar days until the invoice is paid.

Any payment of funds under this Agreement provision will be made directly to the DEPARTMENT for deposit.

20. LOCAL AGENCY:

a) Shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the LOCAL AGENCY during the term of the contract; and

b) Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

21. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. Each Party hereto shall have the continuing obligation to notify each other of the appropriate persons for notices to be sent to pursuant to the terms of this agreement. Unless otherwise notified in writing, notices shall be sent to the following:

LOCAL AGENCY: Franklin County Planning  
c/o Mark C. Curenton  
34 Forbes Street, Suite 1  
Apalachicola, FL 32320

DEPARTMENT: FDOT Operations Engineer  
17 Commerce Boulevard  
Midway, FL 32343-6601

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the dates exhibited by the signatures below.

DEPARTMENT:

LOCAL AGENCY:

**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**

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

\_\_\_\_\_

\_\_\_\_\_

By:

By: Ricky D. Jones

Title:

Title: Chairman

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

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

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

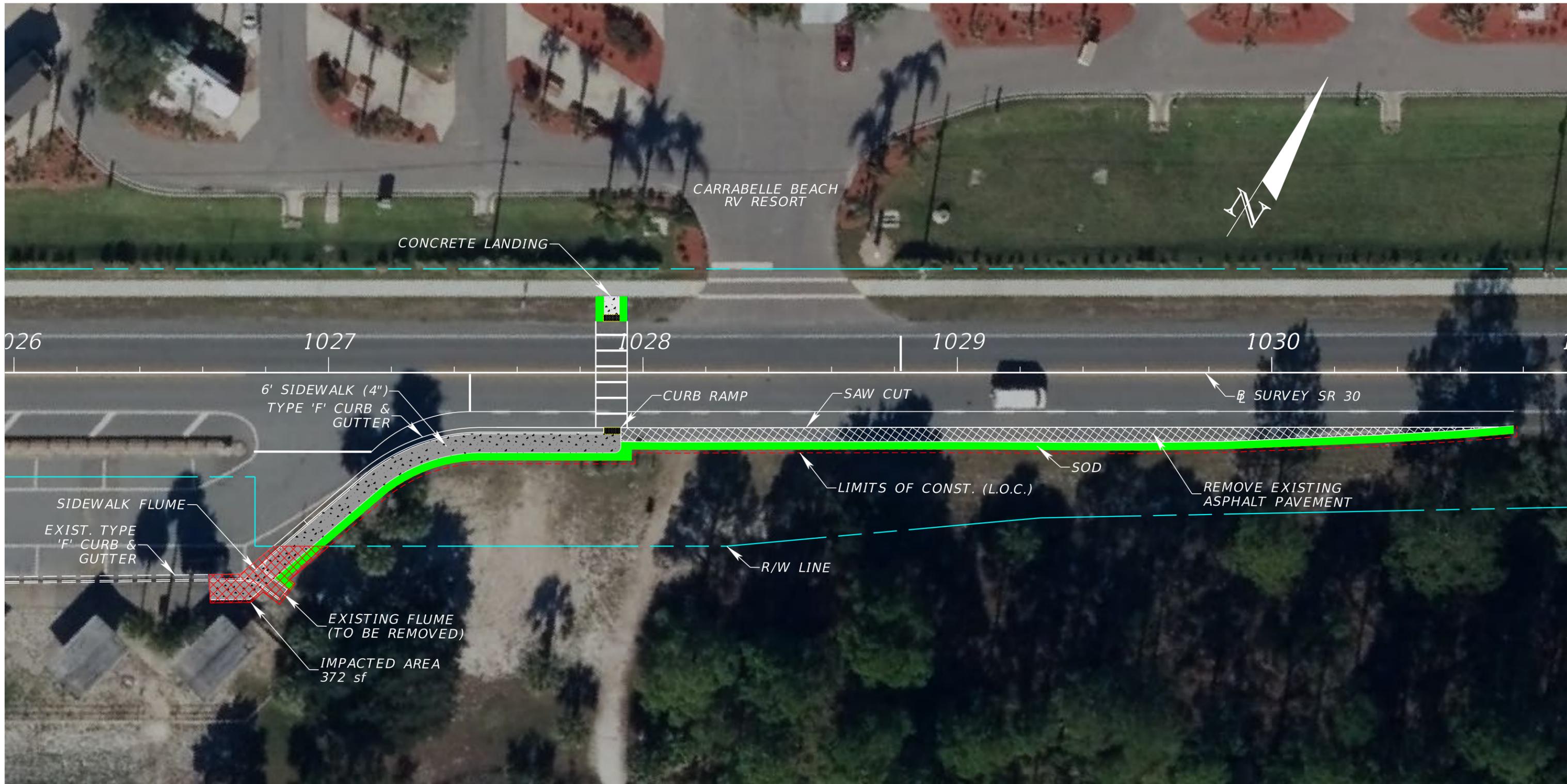
Attest: \_\_\_\_\_

Legal Review:

Legal Review:

\_\_\_\_\_  
Office of the General Counsel

\_\_\_\_\_



FPID: 445761-1-52-01 SR 30 (US 98 / US 319)  
CARRABELLE BEACH PARK SIDEWALK IMPROVEMENTS

**RESOLUTION  
OF AUTHORIZATION  
FRANKLIN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**WHEREAS**, the Florida Department of Transportation proposes to construct a crosswalk and sidewalk linking the north side of SR 30 (US 98) with the Carrabelle Beach Park (Financial Project Number 445761-1-52-01), and

**WHEREAS**, 372 square feet of the sidewalk will be on property owned by Franklin County at the Carrabelle Beach Park, and

**WHEREAS**, Federal regulations require Franklin County to agree to maintain the portion of the improvements located on Franklin County's property, and

**WHEREAS**, the Florida Department of Transportation has provided an Off-System Project Maintenance Agreement to Franklin County for this project, and

**WHEREAS**, the Florida Department of Transportation requires the Franklin County Board of County Commissioners to adopt a Resolution authorizing the Chairman to sign the Off-System Project Maintenance Agreement, and

**WHEREAS**, the Franklin County Board of County Commissioners has voted in an open meeting to have the Chairman sign the Off-System Project Maintenance Agreement,

**NOW, THEREFORE, BE IT RESOLVED BY THE FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS**, that the Chairman is hereby authorized to sign the Off-System Project Maintenance Agreement for the maintenance of 372 square feet of sidewalk, to be constructed by the Florida Department of Transportation, at the Carrabelle Beach Park (Financial Project Number 445761-1-52-01).

This Resolution adopted on May 17, 2022.

BY: \_\_\_\_\_  
Ricky D. Jones., Chairman

ATTEST:

BY: \_\_\_\_\_  
Michele Maxwell, Clerk

## PART II PROJECT APPROVAL INFORMATION

Item 1. Does this assistance request require State, local, regional, or other priority rating?	Name of Governing Body Priority  <input type="checkbox"/> Yes <input type="checkbox"/> No
Item 2. Does this assistance request require State, local advisory, educational or health clearances?	Name of Agency or Board (Attach Documentation)  <input type="checkbox"/> Yes <input type="checkbox"/> No
Item 3. Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?	(Attach Comments)  <input type="checkbox"/> Yes <input type="checkbox"/> No
Item 4. Does this assistance request require State, local, regional, or other planning approval?	Name of Approving Agency  Date    /    / <input type="checkbox"/> Yes <input type="checkbox"/> No
Item 5. Is the proposed project covered by an approved comprehensive plan?	Check One:    State <input type="checkbox"/> Local <input type="checkbox"/> Regional <input type="checkbox"/>  <input type="checkbox"/> Yes <input type="checkbox"/> No    Location of plan
Item 6. Will the assistance requested serve a Federal installation?	Name of Federal Installation Federal Population benefiting from Project  <input type="checkbox"/> Yes <input type="checkbox"/> No
Item 7. Will the assistance requested be on Federal land or installation?	Name of Federal Installation Location of Federal Land Percent of Project  <input type="checkbox"/> Yes <input type="checkbox"/> No
Item 8. Will the assistance requested have an impact or effect on the environment?	See instructions for additional information to be provided.  <input type="checkbox"/> Yes <input type="checkbox"/> No
Item 9. Will the assistance requested cause the displacement of individuals, families, businesses, or farms?	Number of: Individuals Families Businesses Farms  <input type="checkbox"/> Yes <input type="checkbox"/> No
Item 10. Is there other related Federal assistance on this project previous, pending, or anticipated?	See instructions for additional information to be provided.  <input type="checkbox"/> Yes <input type="checkbox"/> No

## INSTRUCTIONS PART II

Negative answers will not require an explanation unless the Federal agency requests more information at a later date. Provide supplementary data for all "Yes" answers in the space provided in accordance with the following instructions.

**Item 1.** – Provide the name of the governing body establishing the priority system and the priority rating assigned to this project.

**Item 2.** – Provide the name of the agency or board which issued the clearance and attach the documentation of status or approval.

**Item 3.** – Attach the clearinghouse comments for the application in accordance with the instructions contained in Office of Management and Budget Circular No. A-95. If comments were submitted previously with a preapplication, do not submit them again but any additional comments received from the clearinghouse should be submitted with this application.

**Item 4.** – Furnish the name of the approving agency and the approval date.

**Item 5.** – Show whether the approved comprehensive plan is State, local or regional, or if none of these, explain the scope of the plan. Give the location where the approved plan is available for examination and state whether this project is in conformance with the plan.

**Item 6.** – Show the Federal population residing or working on the federal installation that will benefit from this project.

**Item 7.** – Show the percentage of the project work that will be conducted on federally-owned or leased land. Give the name of the Federal installation and its location.

**Item 8.** – Briefly describe the possible beneficial and/or harmful impact on the environment because of the proposed project. If an adverse environmental impact is anticipated, explain what action will be taken to minimize the impact. Federal agencies will provide separate instructions if additional data is needed.

**Item 9.** – State the number of individuals, families, businesses, or farms this project will displace. Federal agencies will provide separate instructions if additional data is needed.

**Item 10.** – Show the Federal Domestic Assistance Catalog number, the program name, the type of assistance, the status, and amount of each project where there is related previous, pending, or anticipated assistance. Use additional sheets, if needed.

**Paperwork Reduction Act Statement:** The information collected on this form allows sponsors of public use airports or public agencies to apply for one or more projects in a form prescribed by the Secretary of Transportation. Title 49, United States Code (U.S.C.), Section 47105, identifies the information required to apply for this program. The forms prescribed to meet this requirement are developed to provide a comprehensive format that allows sponsors to provide the data needed to evaluate the request for funds. The burden for each response is estimated to be 28 hours. Approved applications benefit the sponsor by providing Federal funding to protect the Federal interest in safety, efficiency, and utility of the Nation's airport system. No assurance of confidentiality can be given since these become public records. If you wish to make any comments concerning the accuracy of this burden estimate or any suggestions for reducing this burden, send to Federal Aviation Administration, ARP-10, 800 Independence AVE, SW, Washington, DC 20591. Please note that an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number, which is 2120-0569 for this collection. Comments concerning the accuracy of this burden and suggestions for reducing the burden should be directed to the FAA at: 800 Independence Ave SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ABA-20.

<b>PART III - BUDGET INFORMATION</b>						
<b>SECTION A - BUDGET SUMMARY</b>						
Grant Program, Function or Activity  (a)	Federal Catalog No.  (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1.		\$	\$	\$	\$	\$
2.						
3.						
4.						
5. TOTALS		\$	\$	\$	\$	\$
<b>SECTION B - BUDGET CATEGORIES</b>						
6. Object Class Categories	Grant Program, Function or Activity				Total	
	(1)	(2)	(3)	(4)	(5)	
a. Personnel	\$	\$	\$	\$	\$	
b. Fringe Benefits						
c. Travel						
d. Equipment						
e. Supplies						
f. Contractual						
g. Construction						
h. Other						
i. Total Direct Charges						
j. Indirect Charges						
k. TOTALS	\$	\$	\$	\$	\$	
7. Program Income	\$	\$	\$	\$	\$	

# INSTRUCTIONS

## PART III

### GENERAL INSTRUCTIONS

This form is designed so that application can be made for funds from one or more grant programs. In preparing the budget, adhere to any existing Federal grantor agency guidelines which prescribe how and whether budgeted amounts should be separately shown for different functions or activities within the program. For some programs, grantor agencies may require budgets to be separately shown by function or activity. For other programs, grantor agencies may not require a breakdown by function or activity. Sections A, B, C, and D should include budget estimates for the whole project except when applying for assistance which requires Federal authorization in annual or other funding period increments. In the latter case, Sections A, B, C, and D should provide the budget for the first budget period (usually a year) and Section E should present the need for Federal assistance in the subsequent budget periods. All applications should contain a breakdown by the object class categories shown in Lines a-k of Section B.

#### SECTION A. BUDGET SUMMARY

##### **Lines 1-4, Columns (a) and (b).**

For applications pertaining to a single Federal grant program (Federal Domestic Assistance Catalog number) and not requiring a functional or activity breakdown, enter on Line 1 under Column (a) the catalog program title and the catalog number in Column (b).

For applications pertaining to a single program requiring budget amounts by multiple functions of activities, enter the name of each activity or function on each line in Column (a), and enter the catalog number in Column (b). For applications pertaining to multiple programs where none of the programs requires a breakdown by function or activity, enter the catalog program title on each line in Column (a) and the respective catalog number on each line in Column (b).

For applications pertaining to multiple programs where one or more programs require a breakdown by function or activity, prepare a separate sheet for each program requiring the breakdown. Additional sheets should be used when one form does not provide adequate space for all breakdown of data required. However, when more than one sheet is used, the first page should provide the summary totals by programs.

##### **Lines 1-4, Columns (c) through (g).**

For new applications, leave Columns (c) and (d) blank. For each line entry in Columns (a) and (b), enter in Columns (e), (f), and (g) the appropriate amounts of funds needed to support the project for the first funding period (usually a year).

For continuing grant program applications, submit these forms before the end of each funding period as required by the grantor agency. Enter in Columns (c) and (d) the estimated amounts of funds that will remain unobligated at the end of the grant funding period only if the Federal grantor agency instructions provide for this. Otherwise, leave these columns blank. Enter in columns (e) and (f) the amounts of funds needed for the upcoming period. The amount(s) in Column (g) should be the sum of amounts in Columns (e) and (f).

For supplemental grants and changes to existing grants, do not use Columns (c) and (d). Enter in Column (e) the amount of the increase or decrease of Federal funds and enter in Column (f) the amount of the increase or decrease of non-Federal funds. In Column (g) enter the new total budgeted amount (Federal and non-Federal) which includes the total previous authorized budgeted amounts plus or minus, as appropriate, the amounts shown in Columns (e) and (f). The amount(s) in Column (g) should not equal the sum of amounts in Columns (e) and (f).

**Line 5** - Show the totals for all columns used.

#### SECTION B. BUDGET CATEGORIES

In the column headings (1) through (4), enter the titles of the same programs, functions, and activities shown on Lines 1-4, Column (a), Section A. When additional sheets were prepared for Section A, provide similar column headings on each sheet. For each program, function, or activity, fill in the total requirements for funds (both Federal and non-Federal) by object class categories.

**Lines 6 a-h** - Show the estimated amount for each direct cost budget (object class) category for each column with program, function, or activity heading.

**Line 6i** - Show the totals of Lines 6a to 6h in each column.

**Line 6j** - Show the amount of indirect cost. Refer to Office of Management and Budget Circular No. A-87.

**Line 6k** - Enter the total amounts on Lines 6i and 6j. For all applications for new grants and continuation grants the total amount in column (5), Line 6k, should be the same as the total amount shown in Section A, Column (g), Line 5.

For supplemental grants and changes to grants, the total amount of the increase or decrease as shown in Columns (1) - (4), Line 6k should be the same as the sum of the amounts in Section A, Column (e) and (f) on Line 5. When additional sheets were prepared, the last two sentences apply only to the first page with summary totals.

**Line 7** - Enter the estimated amount of income, if any, expected to be generated from this project. Do not add or subtract this amount from the total project amount. Show under the program narrative statement the nature and source of income. The estimated amount of program income may be considered by the Federal grantor agency in determining the total amount of the grant.

<b>SECTION C - NON-FEDERAL RESOURCES</b>					
(a) GRANT PROGRAM	(b) APPLICANT	(c) STATE	(d) OTHER SOURCES	(e) TOTALS	
8.	\$	\$	\$	\$	
9.					
10.					
11.					
12. TOTALS					
<b>SECTION D - FORECASTED CASH NEEDS</b>					
	Total for 1 <sup>st</sup> Year	1 <sup>st</sup> Quarter	2 <sup>nd</sup> Quarter	3 <sup>rd</sup> Quarter	4 <sup>th</sup> Quarter
13. Federal	\$	\$	\$	\$	\$
14. Non-Federal					
15. TOTAL	\$	\$	\$	\$	\$
<b>SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT</b>					
(a) GRANT PROGRAM	FUTURE FUNDING PERIODS (YEARS)				
	(b) FIRST	(c) SECOND	(d) THIRD	(e) FOURTH	
16.	\$	\$	\$	\$	
17.					
18.					
19.					
20. TOTALS	\$	\$	\$	\$	
<b>SECTION F - OTHER BUDGET INFORMATION</b> (ATTACH ADDITIONAL SHEETS IF NECESSARY)					
21. Direct Charges:					
22. Indirect Charges:					
23. Remarks:					
<b>PART IV - PROGRAM NARRATIVE (ATTACH PER INSTRUCTION)</b>					

## INSTRUCTIONS

### PART III (CONTINUED)

#### SECTION C. SOURCE OF NON-FEDERAL RESOURCES

**Line 8-11** - Enter amounts of non-Federal resources that will be used on the grant. If in-kind contributions are included, provide a brief explanation on a separate sheet. (See Attachment F, Office of Management and Budget Circular No. A-102.)

**Column (a)** - Enter the program titles identical to Column (a), Section A. A breakdown by function or activity is not necessary.

**Column (b)** - Enter the amount of cash and in-kind contributions to be made by the applicant as shown in Section A. (See also Attachment F, Office of Management and Budget Circular No. A-102).

**Column (c)** - Enter the State contribution if the applicant is not a State or State agency. Applicants that are a State or State agencies should leave this column blank.

**Column (d)** - Enter the amount of cash and in-kind contributions to be made from all other sources.

**Column (e)** - Enter the totals of Columns (b), (c), and (d).

**Line 12** - Enter the total for each of Columns (b)-(e). The amount in Column (e) should be equal to the amount on Line 5, Column (f), Section A.

#### Section D. Forecasted Cash Needs

**Line 13** - Enter the amount of cash needed by quarter from the grantor agency during the first year.

**Line 14** - Enter the amount of cash from all other sources needed by quarter during the first year.

**Line 15** - Enter the totals of amounts on Lines 13 and 14.

#### SECTION E. BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

**Lines 16 - 19** - Enter in Column (a) the same grant program titles shown in Column (a), Section A. A breakdown by function or activity is not necessary. For new applications and continuing grant applications, enter in the proper columns amounts of Federal funds which will be needed to complete the program or project over the succeeding funding periods (usually in years). This Section need not be completed for amendments, changes, or supplements to funds for the current year of existing grants.

If more than four lines are needed to list the program titles, submit additional schedules, as needed.

**Line 20** - Enter the total for each of the Columns (b) - (e). When additional schedules are prepared for this Section, annotate accordingly and show the overall totals on this line.

#### SECTION F - OTHER BUDGET INFORMATION.

**Line 21** - Use this space to explain amounts for individual direct object cost categories that may appear to be out of the ordinary or to explain the details as required by the Federal grantor agency.

**Line 22** - Enter the type of indirect rate (provisional, predetermined, final or fixed) that will be in effect during the funding period, the estimated amount of the base to which the rate is applied, and the total indirect expense.

**Line 23** - Provide any other explanations required herein or any other comments deemed necessary.



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-130, Drug-Free Workplace – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Burden Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.



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## Drug-Free Workplace Airport Improvement Program Sponsor Certification

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Sponsor:

Airport:

Project Number:

Description of Work:

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

Yes      No      N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Yes      No      N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

Yes No N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

Yes No N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

Yes No N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

Yes No N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

Yes No N/A

**Site(s) of performance of work (2 CFR § 182.230):**

**Location 1**

Name of Location:

Address:

**Location 2 (if applicable)**

Name of Location:

Address:

**Location 3 (if applicable)**

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this            day of            ,            .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-131, Equipment and Construction Contracts – Airport Improvement Sponsor Certification**

### **Paperwork Reduction Act Burden Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.



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## Equipment and Construction Contracts Airport Improvement Sponsor Certification

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Sponsor:

Airport:

Project Number:

Description of Work:

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor ([www.dol.gov](http://www.dol.gov)) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a “covered contract” under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor’s officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

Yes      No      N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).

Yes No N/A

3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.

Yes No N/A

4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:

- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
- b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
- c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).

Yes No N/A

5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:

- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
- b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
- c. Publicly opened at a time and place prescribed in the invitation for bids; and
- d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.

Yes No N/A

6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:

- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
- b. Plan for publicizing and soliciting an adequate number of qualified sources; and
- c. Listing of evaluation factors along with relative importance of the factors.

Yes No N/A

7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).

Yes No N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):

- a. Only one qualified person/firm submits a responsive bid;
- b. Award is to be made to other than the lowest responsible bidder; and
- c. Life cycle costing is a factor in selecting the lowest responsive bidder.

Yes      No      N/A

9. All construction and equipment installation contracts contain or will contain provisions for:

- a. Access to Records (§ 200.336)
- b. Buy American Preferences (Title 49 U.S.C. § 50101)
- c. Civil Rights - General Provisions and Title VI Assurances( 41 CFR part 60)
- d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
- e. Occupational Safety and Health Act requirements (20 CFR part 1920)
- f. Seismic Safety – building construction (49 CFR part 41)
- g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
- h. U.S. Trade Restriction (49 CFR part 30)
- i. Veterans Preference (49 USC § 47112(c))

Yes      No      N/A

10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:

- a. Davis-Bacon and Related Acts (29 CFR part 5)
- b. Copeland “Anti-Kickback” Act (29 CFR parts 3 and 5)

Yes      No      N/A

11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

Yes      No      N/A

12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
- c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
- d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

Yes      No      N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

Yes      No      N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$150,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

Yes      No      N/A

Attach documentation clarifying any above item marked with "No" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this            day of            ,            .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-132, Project Plans and Specifications – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.

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## Project Plans and Specifications

### Airport Improvement Program Sponsor Certification

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Sponsor:

Airport:

Project Number:

Description of Work:

#### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor ([www.dol.gov/](http://www.dol.gov/)). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

#### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

Yes      No      N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

Yes      No      N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).

Yes No N/A

4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).

Yes No N/A

5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).

Yes No N/A

6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).

Yes No N/A

7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).

Yes No N/A

8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).

Yes No N/A

9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).

Yes No N/A

10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).

Yes No N/A

11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)

Yes No N/A

12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:

a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.

Yes No N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

Yes No N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

Yes No N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

Yes No N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

Yes No N/A

Attach documentation clarifying any above item marked with "No" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this            day of            ,            .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-134, Selection of Consultants – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.



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## Selection of Consultants

### Airport Improvement Program Sponsor Certification

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Sponsor:

Airport:

Project Number:

Description of Work:

#### **Application**

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

#### **Certification Statements**

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).

Yes      No      N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).

Yes      No      N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).

Yes      No      N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
- Yes      No      N/A
5. Sponsor has publicized or will publicize a RFQ that:
- a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
- b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
- Yes      No      N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
- Yes      No      N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).
- Yes      No      N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
- a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
- b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
- Yes      No      N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
- Yes      No      N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
- Yes      No      N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).
- Yes      No      N/A
12. Sponsor has incorporated or will incorporate mandatory contact provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
- Yes      No      N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

Yes      No      N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

Yes      No      N/A

Attach documentation clarifying any above item marked with "no" response.

### **Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this              day of              ,              .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-135, Certification and Disclosure Regarding Potential Conflicts of Interest – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.



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## Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

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Sponsor:

Airport:

Project Number:

Description of Work:

### Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

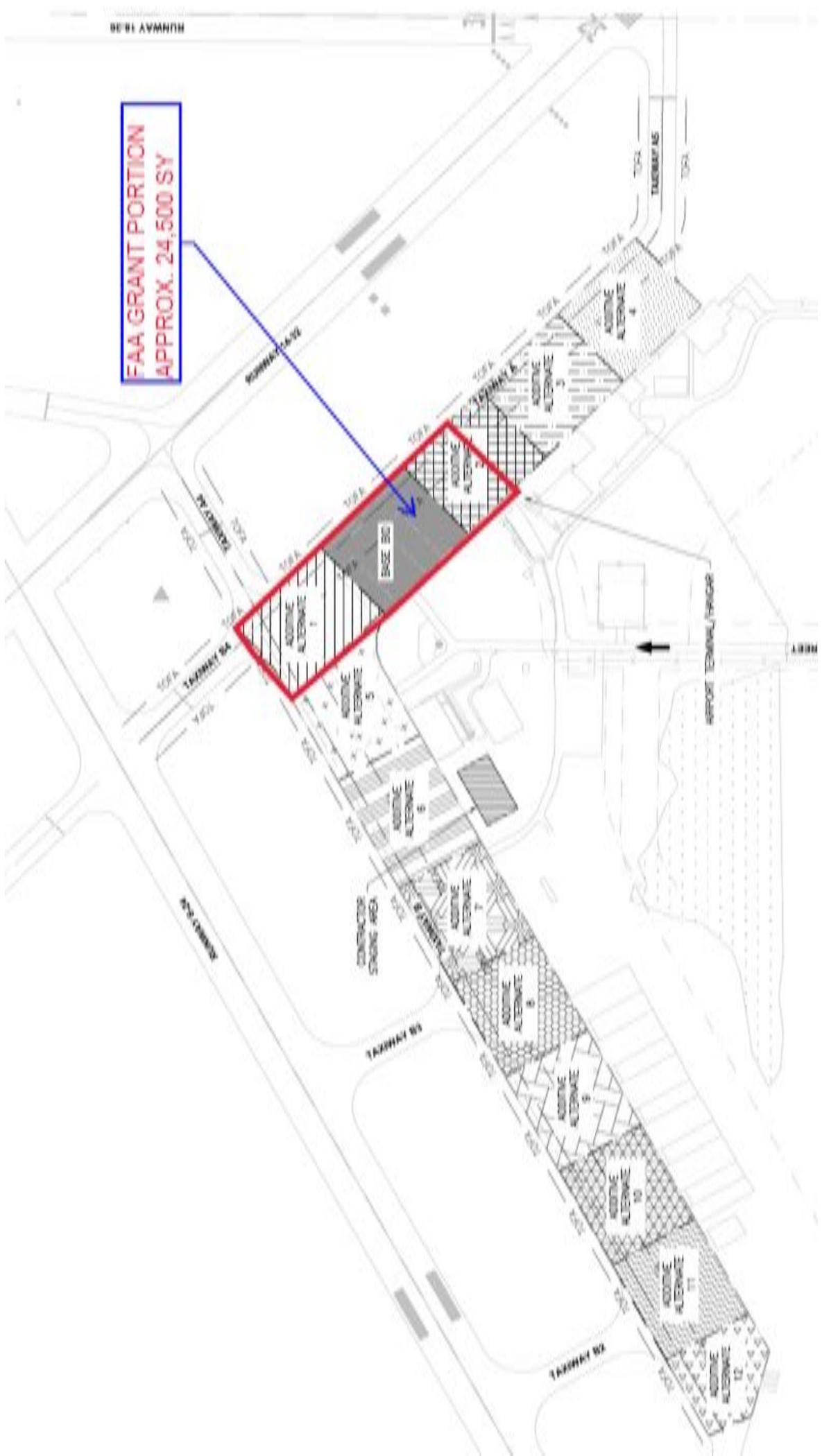
### Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

Yes      No



FAA GRANT PORTION  
APPROX. 24,500 SY



Franklin County, Florida  
33 Market Street  
Apalachicola, Florida 32320

May 13, 2022

Mr. Stephen Wilson  
Planner  
Federal Aviation Administration  
Orlando Airports District Office  
SouthPark Building  
8427 SouthPark Circle, 5<sup>th</sup> Floor  
Orlando, FL 32819

Dear Mr. Wilson,

Subject: Apalachicola Regional Airport; Apalachicola, Florida  
FY 2022 Airport Improvement Program  
Application – Apron Pavement Rehabilitation

Enclosed please find the 2022 Airport Improvement Program grant application for the following project at Apalachicola Regional Airport:

1. Apron Pavement Rehabilitation

The following items are enclosed for the above referenced project in the grant application:

- ✓ Grant Application Documents Checklist
- ✓ Standard Form 424 - Application for Federal Assistance
- ✓ Project Approval Information, Budget Information, Program Narrative
- ✓ Project Specific Checklist
- ✓ Project Cost Breakdown
- ✓ Project Sketch – One for each or one drawing with all projects
- ✓ Individual Project Schedule
- ✓ Environmental Determination Documentation for each project
- ✓ FAA Form 5100-100

The following items are enclosed to supplement the above grant application:

- ✓ Bid Tabulation and Recommendation for Award
- ✓ Airport Sponsor Certifications
  - FAA Form 5100-130: Drug Free Workplace
  - FAA Form 5100-131: Equipment and Construction Contracts
  - FAA Form 5100-132: Project Plans and Specifications
  - FAA Form 5100-134: Selection of Consultants
  - FAA Form 5100-135: Conflicts of Interest
  - Certification Regarding Lobbying

Based on the information contained in this grant application package, we are requesting \$600,000.00 to cover actual bid amounts.

Sincerely,

Mr. Rocky D. Jones  
Chairman

## GRANT APPLICATION DOCUMENTS CHECKLIST

LAND ACQUISITION	PLANNING	DESIGN	CONSTRUCTION /EQUIPMENT	<b>Description of Document / Form / Certification, etc.</b> <b>(● means the document/form/certification is needed for the application)</b>
●	●	●	●	Sponsor's cover letter.
●	●	●	●	Request of "Letter of Credit" method of payment should be included in cover letter.
●	●	●	●	Application Standard Form (SF) 424 included.
●	●	●	●	Application SF 424 is properly <b>signed and dated</b> .
●	●	●	●	Application SF 424 funding percentages (%) are correct.
●	●	●	●	SF 424 funding is the same as initially programmed or if the funding is different, the new amount has been discussed with and/or approved by a supervisor.
●	●	●	●	SF 424 includes DUN # and TAX ID #.
●	●	●	●	Other application pages/forms: Page 2 – Part II, Project Approval Information, Section A
●	●	●	●	Page 3a – Part II, Section C
●	●	●	●	Page 3b – Part II, Section C (continued)
●	●	●	●	Page 4 – Part III, Budget Information – Construction (FAA Form 5100-100)
●	●	●	●	Page 5 – Section C – Exclusions (FAA Form 5100-100)
●	●	●	●	Page 6 – Part IV, Program Narrative (FAA Form 5100-100)
●	●	●	●	Detail Project(s) Costs breakdown (individual) attached.
●	●	●	●	Project(s) Narrative (individual) attached.
●	●	●	●	Marked project(s) sketch attached.
		●	●	All construction work and/or equipment items are included in the approved "Plans and Specifications".
●		●	●	Categorical Exclusions checklist if applicable, or quote appropriate environmental document (Environmental Impact Statement (EIS) or Environmental Assessment (EA)), and the approval document (Record of Decision or FONSI), and the date of approval.
●				Land Acquisition based on land/property appraisals. (performed by certified property appraiser)
			●	Construction costs or equipment purchases are based on lowest responsive bidder. <input type="checkbox"/> Yes <input type="checkbox"/> No
			●	Project is "Phase" construction. <input type="checkbox"/> Yes <input type="checkbox"/> No
●	●	●	●	All "Force Account" work <b><u>REQUIRES PRIOR APPROVAL</u></b> to the execution of work otherwise it is not eligible.
●	●	●	●	Exhibit "A" – Airport Property Map is attached, or is referenced to the last application/grant that the property map was submitted if there have been no changes since then. When making reference to the map, need date on map.
●	●	●	●	Exhibit "C" – Title Opinion is attached, or is referenced to the last application/grant that the title opinion was submitted if there have been no changes since then. Title opinion needs to have airport property map date.
				When making reference to the or an airport property map and title opinion both must reference the same previous application/grant.
●	●	●	●	Individual project(s) schedule, and grant schedule







LAND ACQUISITION				<b>LAND ACQUISITION</b> (Need to show breakdown of all costs per parcel.)
	•			Land Acquisition based on land/property appraisals (performed by certified property appraiser). If by court judgment, copy of the court judgment.
				- All costs associated with the acquisition of a property/parcel must be listed per parcel. (i.e.: People and/or businesses relocation; lease extinction; utilities relocation; surveying; clearing; attorney/court fees; property recording fees, etc.)
				- Certification for “Real Property (Land) Acquisition.
				- Must update the Airport Property Map and Title Opinion.
				<b>WARNING:</b> All costs associated with the acquisition of a parcel/property must be claimed at the same time, and under the same grant.



**Application for Federal Assistance SF-424**

\*9. Type of Applicant 1: Select Applicant Type:

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

\* 10. Name of Federal Agency:

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

\*12. Funding Opportunity Number:

Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

\* 15. Descriptive Title of Applicant's Project:

**Attach supporting documents as specified in agency instructions.**

**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**

\*a. Applicant:

\*b. Program/Project:

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**

\*a. Start Date:

\*b. End Date:

**18. Estimated Funding (\$):**

\*a. Federal \_\_\_\_\_

\*b. Applicant \_\_\_\_\_

\*c. State \_\_\_\_\_

\*d. Local \_\_\_\_\_

\*e. Other \_\_\_\_\_

\*f. Program Income \_\_\_\_\_

\*g. TOTAL \_\_\_\_\_

**\*19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

a. This application was made available to the State under the Executive Order 12372 Process for review on \_\_\_\_\_

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372

**\*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation on next page.)**

Yes

No

21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

\*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:

\*First Name:

Middle Name:

\*Last Name:

Suffix:

\*Title:

\*Telephone Number:

Fax Number:

\* Email:

\*Signature of Authorized Representative:

\*Date Signed:

**Application for Federal Assistance SF-424**

**\*Applicant Federal Debt Delinquency Explanation**

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

**INSTRUCTIONS FOR THE SF-424**

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

This is a standard form (including the continuation sheet) required for use as a cover sheet for submission of preapplications and applications and related information under discretionary programs. Some of the items are required and some are optional at the discretion of the applicant or the Federal agency (agency). Required items are identified with an asterisk on the form and are specified in the instructions below. In addition to the instructions provided below, applicants must consult agency instructions to determine specific requirements.

Item	Entry
1.	<p><b>Type of Submission:</b> (Required) Select one type of submission in accordance with agency instructions.</p> <ul style="list-style-type: none"> <li>• Preapplication</li> <li>• Application</li> <li>• Changed/Corrected Application – If requested by the agency, check if this submission is to change or correct a previously submitted application. Unless requested by the agency, applicants may not use this to submit changes after the closing date.</li> </ul>
2.	<p><b>Type of Application:</b> (Required) Select one type of application in accordance with agency instructions.</p> <ul style="list-style-type: none"> <li>• New – An application that is being submitted to an agency for the first time.</li> <li>• Continuation - An extension for an additional funding/budget period for a project with a projected completion date. This can include renewals.</li> <li>• Revision - Any change in the Federal Government's financial obligation or contingent liability from an existing obligation. If a revision, enter the appropriate letter(s). More than one may be selected. If "Other" is selected, please specify in text box provided.               <ul style="list-style-type: none"> <li>A. Increase Award</li> <li>B. Decrease Award</li> <li>C. Increase Duration</li> <li>D. Decrease Duration</li> <li>E. Other (specify)</li> </ul> </li> </ul>
3.	<p><b>Date Received:</b> Leave this field blank. This date will be assigned by the Federal agency.</p>
4.	<p><b>Applicant Identifier:</b> Enter the entity identifier assigned by the Federal agency, if any, or applicant's control number, if applicable.</p>
5a.	<p><b>Federal Entity Identifier:</b> Enter the number assigned to your organization by the Federal Agency, if any.</p>
5b.	<p><b>Federal Award Identifier:</b> For new applications leave blank. For a continuation or revision to an existing award, enter the previously assigned Federal award identifier number. If a changed/corrected application, enter the Federal Identifier in accordance with agency instructions.</p>
6.	<p><b>Date Received by State:</b> Leave this field blank. This date will be assigned by the State, if applicable.</p>
7.	<p><b>State Application Identifier:</b> Leave this field blank. This identifier will be assigned by the State, if applicable.</p>
8.	<p><b>Applicant Information:</b> Enter the following in accordance with agency instructions:</p> <ul style="list-style-type: none"> <li>a. <b>Legal Name:</b> (Required) Enter the legal name of applicant that will undertake the assistance activity. This is the name that the organization has registered with the Central Contractor Registry. Information on registering with CCR may be obtained by visiting the Grants.gov website.</li> <li>b. <b>Employer/Taxpayer Number (EIN/TIN):</b> (Required): Enter the Employer or Taxpayer Identification Number (EIN or TIN) as assigned by the Internal Revenue Service. If your organization is not in the US, enter 44-4444444.</li> <li>c. <b>Organizational DUNS:</b> (Required) Enter the organization's DUNS or DUNS+4 number received from Dun and Bradstreet. Information on obtaining a DUNS number may be obtained by visiting the Grants.gov website.</li> <li>d. <b>Address:</b> Enter the complete address as follows: Street address (Line 1 required), City (Required), County, State (Required, if country is US), Province, Country (Required), Zip/Postal Code (Required, if country is US).</li> <li>e. <b>Organizational Unit:</b> Enter the name of the primary organizational unit (and department or division, if applicable) that will undertake the assistance activity, if applicable.</li> <li>f. <b>Name and contact information of person to be contacted on matters involving this application:</b> Enter the name (First and last name required), organizational affiliation (if affiliated with an organization other than the applicant organization), telephone number (Required), fax number, and email address (Required) of the person to contact on matters related to this application.</li> </ul>
9.	<p><b>Type of Applicant:</b> (Required)            Select up to three applicant type(s) in accordance with agency instructions:</p> <ul style="list-style-type: none"> <li>A. State Government</li> <li>B. County Government</li> <li>C. City or Township Government</li> <li>D. Special District Government</li> <li>E. Regional Organization</li> <li>F. U.S. Territory or Possession</li> <li>G. Independent School District</li> <li>H. Public/State Controlled Institution of Higher Education</li> <li>I. Indian/Native American Tribal Government (Federally Recognized)</li> <li>J. Indian/Native American Tribal Government (Other than Federally Recognized)</li> <li>K. Indian/Native American Tribally Designated Organization</li> <li>L. Public/Indian Housing Authority</li> <li>M. Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education)</li> <li>N. Nonprofit without 501C3 IRS Status (Other than Institution of Higher Education)</li> <li>O. Private Institution of Higher Education</li> <li>P. Individual</li> <li>Q. For-Profit Organization (Other than Small Business)</li> <li>R. Small Business</li> <li>S. Hispanic-serving Institution</li> </ul>

Item	Entry
	T. Historically Black Colleges and Universities (HBCUs) U. Tribally Controlled Colleges and Universities (TCCUs) V. Alaska Native and Native Hawaiian Serving Institutions W. Non-domestic (non-US) Entity X. Other (specify)
10.	<b>Name Of Federal Agency:</b> (Required) Enter the name of the Federal agency from which assistance is being requested with this application.
11.	<b>Catalog Of Federal Domestic Assistance Number/Title:</b> Enter the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested, as found in the program announcement, if applicable.
12.	<b>Funding Opportunity Number/Title:</b> Enter the Funding Opportunity Number and title of the opportunity under which assistance is requested, as found in the program announcement.
13.	<b>Competition Identification Number/Title:</b> Enter the Competition Identification Number and title of the competition under which assistance is requested, if applicable.
14.	<b>Areas Affected By Project:</b> List the areas or entities using the categories (e.g., cities, counties, states, etc.) specified in agency instructions. Use the continuation sheet to enter additional areas, if needed.
15.	<b>Descriptive Title of Applicant's Project:</b> (Required) Enter a brief descriptive title of the project. If appropriate, attach a map showing project location (e.g., construction or real property projects). For preapplications, attach a summary description of the project.
16.	<b>Congressional Districts Of:</b> (Required) <b>16a.</b> Enter the applicant's Congressional District, and <b>16b.</b> Enter all District(s) affected by the program or project. Enter in the format: 2 characters State Abbreviation – 3 characters District Number, e.g., CA-005 for California 5 <sup>th</sup> district, CA-012 for California 12 <sup>th</sup> district, and NC-103 for North Carolina's 103 <sup>rd</sup> district. <ul style="list-style-type: none"> <li>• If all congressional districts in a state are affected, enter "all" for the district number, e.g., MD-all for all congressional districts in Maryland.</li> <li>• If nationwide, i.e. all districts within all states are affected, enter US-all.</li> <li>• If the program/project is outside the US, enter 00-000.</li> </ul>
17.	<b>Proposed Project Start and End Dates:</b> (Required) Enter the proposed start date and end date of the project.
18.	<b>Estimated Funding:</b> (Required) Enter the amount requested or to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions should be included on appropriate lines, as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses.
19.	<b>Is Application Subject to Review by State Under Executive Order 12372 Process?</b> Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process. Select the appropriate box. If "a." is selected, enter the date the application was submitted to the State.
20.	<b>Is the Applicant Delinquent on any Federal Debt?</b> (Required) Select the appropriate box. This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes. If yes, include an explanation on the continuation sheet.
21.	<b>Authorized Representative:</b> (Required) To be signed and dated by the authorized representative of the applicant organization. Enter the name (First and last name required), title (Required), telephone number (Required), fax number, and email address (Required) of the person authorized to sign for the applicant.  A copy of the governing body's authorization for you to sign this application as the official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.)

Project Specific Checklist  
Application for Federal Assistance  
FAA Form 5100-100, Part IV, Program Narrative

Project Description:

AAF Apron Rehabilitation

Airport Name / City, FL:

Apalachicola Regional Airport, Franklin County, Florida

<b>Items a. thru pp. must be answered for each individual project: (Ref. Order 5100-38D, Chapter 3, Table 3-1)</b>		Yes (y)	No (n)	N/A (n/a)
a.	Is the project eligible?	Y		
aa.	Identify eligibility "chapter & verse" from Order 5100-38D, AIP Handbook	I-4.b.		
b.	Is the project justified? Does your project narrative address the "Three Basic Tests" as identified in Table 3-4, Order 5100-38D?	Y		
c.	Is the project on airport property (with good title)?	Y		
cc.	Date of your current Airport Exhibit A on file in ADO:		May-22	
d.	Is the project on the FAA approved airport layout plan?	Y		
dd.	Identify date of FAA approved ALP on file in the ADO:		May-22	
e.	Has the Sponsor satisfied the intergovernmental review and airport user	Y		
f.	Has the FAA completed an environmental finding for the project?	Y		
ff.	Provide date of environmental finding/Cat. Ex.?		Feb-22	
g.	Will the project result in a usable unit of work?	Y		
h.	Will the project be planned, designed, and/or constructed to FAA standards?	Y		
hh.	If applicable, identify date MOS was approved by FAA.			N/A
i.	Has the project been procured correctly?	Y		
j.	Are the project costs allowable?	Y		
k.	Are the project costs necessary to accomplish the project? (Project costs are directly necessary to accomplish the project. Ref. Order 5100-38D, Ch. 3, Section	Y		
l.	Were the project costs incurred after the grant was executed? (Ref. Order 5100-38D, Ch. 3, Section 13, for exceptions).	Y		
m.	Are the project costs reasonable? (Are Sponsor cost analyses attached? Ref. Order 5100-38D, Ch. 3, Section 14).	Y		
n.	Is this the only federal grant containing these project costs? (No "double-dipping"!!!)	Y		
o.	Are the project costs within the allowable federal share?	Y		
p.	Can the project be completed without unreasonable delay?	Y		
pp.	Identify number of calendar days and date after the grant execution date when notice-to-proceed will be issued.		30	
<b><u>If discretionary funding is being requested for this project answer the following:</u></b>		N/A		
1	Is this project phased?			
1a.	If yes, what phase is this?			
1b.	If phased, how does this phase fit into the larger development need?			
2	What is the total AIP funds spent on previous phases of the project?			
2a.	What is the total AIP funds requested for this phase in this Application?			
2b.	What is the total AIP funds needed to complete the project beyond this Application ?			
<b><u>If funding requested for this project is for an LOI, provide the following:</u></b>		N/A		
i.	Enter the number of the LOI payment this grant will provide.			
ii.	Enter the total number of LOI payments - past grant(s), this grant, future grant(s)			
iii.	Total AIP funds provided to-date including the funds requested in this Application			
iv.	Total AIP funds approved for the project LOI. (Total LOI payments for entire project).			



BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, FLORIDA  
P.O. BOX 340  
APALACHICOLA, FL 32329-0340



**AVCON, INC.**  
ENGINEERS & PLANNERS  
320 BAYSHORE DRIVE, SUITE A - NICEVILLE, FL 32578-2425  
OFFICE: (850) 678-0050 - FAX: (850) 678-0040  
CORPORATE CERTIFICATE OF AUTHORIZATION NUMBER: 5057  
www.avconinc.com

ENGINEER OF RECORD:  
NAME: JOHN R. COLLINS, P.E.  
FL LICENSE NO.: 75419

AVCON, INC.  
320 BAYSHORE DRIVE, SUITE A  
NICEVILLE, FL 32578  
PHONE: (850) 678-0050  
FAX: (850) 678-0040

FBPR CERTIFICATE OF AUTHORIZATION NO. 5057

**APALACHICOLA REGIONAL AIRPORT**

**APRON REHABILITATION**

**ALTERNATE PLAN**

ATTENTION:  
THIS DOCUMENT CONTAINS PRIVILEGED AND PROPRIETARY INFORMATION, ALL OF WHICH IS EXPRESSLY PROVIDED BY AVCON, INC. FOR USE BY THE INTENDED RECIPIENT, AND FOR A SPECIFIC PURPOSE. WITHOUT THE EXPRESS WRITTEN CONSENT OF AVCON, INC. ANY DISTRIBUTION, REPRODUCTION, OR OTHER USE OF THIS DOCUMENT, IN WHOLE OR IN PART, IS STRICTLY PROHIBITED.

REVISIONS:

NO.	DATE	BY	DESCRIPTION

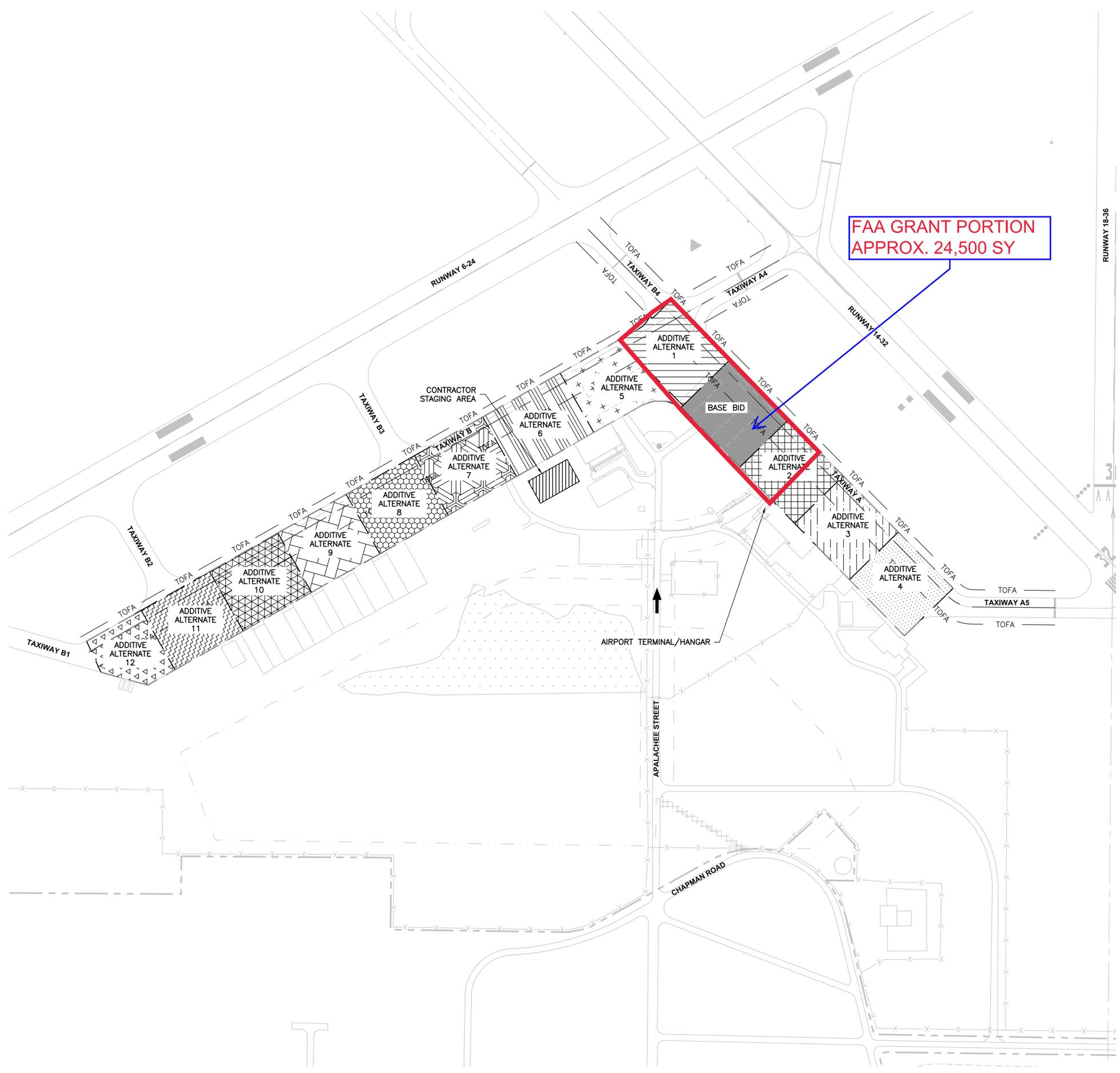
**RELEASE FOR BID**

DESIGNED BY: A.T.H.  
DRAWN BY: A.T.H.  
CHECKED BY: J.R.C.  
APPROVED BY: V.C.L.  
DATE: FEBRUARY 2022

AVCON PROJECT NO. 2020.158.01

**SHEET NUMBER**

**G19**



**LEGEND**

[Solid Grey]	BASE BID
[Diagonal Hatching /]	ADDITIVE ALTERNATE 1
[Diagonal Hatching \]	ADDITIVE ALTERNATE 2
[Cross Hatching]	ADDITIVE ALTERNATE 3
[Dotted Pattern]	ADDITIVE ALTERNATE 4
[+ Symbols]	ADDITIVE ALTERNATE 5
[Vertical Lines]	ADDITIVE ALTERNATE 6
[Diagonal Hatching /]	ADDITIVE ALTERNATE 7
[Hexagonal Pattern]	ADDITIVE ALTERNATE 8
[Diagonal Hatching \]	ADDITIVE ALTERNATE 9
[Cross Hatching]	ADDITIVE ALTERNATE 10
[Dotted Pattern]	ADDITIVE ALTERNATE 11
[Triangle Pattern]	ADDITIVE ALTERNATE 12

**SLABS PER BID ALTERNATE**

BID ALTERNATE	SLABS	PHASES
BASE BID	927 - 1252	1
ADDITIVE ALTERNATE 1	1253 - 1578	2
ADDITIVE ALTERNATE 2	631 - 926	3
ADDITIVE ALTERNATE 3	318 - 630	4
ADDITIVE ALTERNATE 4	1 - 317	5
ADDITIVE ALTERNATE 5	1601 - 2247	6
ADDITIVE ALTERNATE 6	2248 - 2603	7
ADDITIVE ALTERNATE 7	2604 - 2940	8
ADDITIVE ALTERNATE 8	2941 - 3258	9
ADDITIVE ALTERNATE 9	3259 - M21	10
ADDITIVE ALTERNATE 10	L1 - X21	11
ADDITIVE ALTERNATE 11	W1 - *F21	12
ADDITIVE ALTERNATE 12	F1B - *79	13

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**Apalachicola Regional Airport (AAF)  
APRON REHABILITATION**

**PROPOSED PROJECT SCHEDULE**

<b><u>Proposed Project Schedule:</u></b>	<b><u>Dates:</u></b>
Selection of Consultant	10/6/2015
Pre-Application Submittal to FAA	10/20/2021
Pre-design Conference	9/2/2021
CSPP and Airspace Coordination in OE/AAA	5/20/2022
Completion of Plans and Specifications, and Eng. Report	3/1/2022
Submit Plans and Specs to FAA	3/1/2022
Advertisement of Project for Bids	3/24/2022
Bid Opening	5/3/2022
Bid Tabulation Submittal and Recommendation of Award	5/13/2022
Application Submittal to FAA	5/17/2022
Grant Offer	TBD
Execution of FAA Grant	TBD
Pre-construction Conference	TBD
Notice to Proceed to Contractor	TBD
Substantial Completion of Construction	150 days following NTP
Final Inspection	180 days following NTP
Project Close-Out	210 days following NTP



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-100, Application for Federal Assistance (Development and Equipment Projects)**

### **Paperwork Reduction Act Burden Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 28 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200; no assurance of confidentiality is provided. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the FAA at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.

## **INSTRUCTIONS FOR FORM 5100-100**

### **PART I – Application for Federal Assistance**

Part I of the Application for Federal Assistance consists of a completed Standard Form (SF) 424. The remaining parts of Form 5100-100 (Parts II, III and IV) represent continuation pages that the Sponsor must attach to the associated SF-424 form. The signature of the Sponsor's authorized representative on the SF-424 form represents acceptance of the representations and certifications made within the corresponding FAA 5100-100 form.

### **PART II – Project Approval Information**

This information is necessary for the Federal Aviation Administration to evaluate this request for Federal assistance. Responses do not require an explanation unless explicitly requested by the question.

#### **SECTION A. STATUTORY CONDITIONS**

**Item 1** – Indicate whether the Sponsor maintains an active registration in the Federal System for Award Management (SAM). Pursuant to 2 CFR §25.200(b), a Sponsor must maintain an active registration in the Central Contractor Registration repository (housed within SAM) with current information at the time of the application and during the active period of the Federal award.

**Item 2** – Indicate whether the Sponsor can commence the project within the same fiscal year the grant is made or within 6 months of when the grant is made, whichever is later. Attach explanation for negative responses. This information is considered when allocating discretionary funds. (49 U.S.C. § 47115(d)(2))

**Item 3** – Indicate whether the Sponsor can complete the project without unreasonable delays. If applicable, provide listing of foreseeable events (winter shutdown, land acquisition issues, non-aeronautical events, etc.) that have potential to delay completion of the project. (49 USC § 47106(a))

**Item 4** – Indicate whether the environmental review (i.e. environmental assessment, mitigated FONSI, etc.) identified impacts or effects on the environment that require mitigating measures that lessen the impact or effect on the environment. If yes, provide a summary listing of mitigating measures. (49 U.S.C. § 47106(c))

**Item 5** – Indicate whether the project covered by this request is also covered by an approved Passenger Facility Charge (PFC) application or other Federal assistance program by selecting all applicable check boxes (49 U.S.C. § 40117(d) and 2 CFR § 200.403). If the approved PFC application only addresses the Sponsor's AIP matching share, select the appropriate check box.

If the project, or portions thereof, is covered by another Federal assistance program, identify the Federal assistance program by name and the Catalog of Federal Domestic Assistance (CFDA) number.

**Item 6** – Indicate whether the Sponsor intends to seek reimbursement of Sponsor indirect costs as defined by 2 CFR §200.414 and 2 CFR Appendix VII to Part 200. This information request **does not** include the indirect costs claimed by a for-profit entity (e.g. consultant).

- The de minimis rate may only be used if the Sponsor has not previously received a negotiated Indirect Cost Rata (ICR) and does not exceed the limitations prescribed in Appendix VII to Part 200.
- A Sponsor with an existing approved negotiated ICR must identify the ICR value, the name of the cognizant agency that approved the ICR and the date of approval.

*Limitations of use: Per policy, Sponsor's may only apply an approved ICR to allowable direct salary expenses that are reasonable and necessary to carry-out the project.*

## **SECTION B. CERTIFICATION REGARDING LOBBYING**

This section addresses the Sponsor's declaration regarding lobbying activities. The declaration made in the section are under signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached.

Title 31 U.S.C. § 1352 establishes that no appropriated funds may be expended by a recipient of a Federal grant to pay any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this covered Federal assistance action. Pursuant to 40 CFR part 20, this certification attests that the Sponsor has not made, and will not make, any payment prohibited payment by 31 U.S.C. § 1352.

## SECTION C. REPRESENTATIONS AND CERTIFICATION

1. **Compatible Land Use** (49 U.S.C. § 47107(a)(10)) – Identify actions the Sponsor has taken to assure land uses in close proximity to the airport are compatible with normal airport operations.
2. **Defaults** – Confirm that Sponsor is not in default on any obligation to the United States or any agency of the United States government.
3. **Possible Disabilities** – Confirm that Sponsor has no facts or circumstances (i.e. legal, financial or otherwise) that might adversely affect the Sponsor in completing the project and carrying out the provisions of the associated Grant Assurances.
4. **Consistency with Local Plans** (49 U.S.C. § 47106(a)) – Confirm project is consistent with plans (existing at the time the project is approved) of public agencies authorized by the State in which the airport is located to plan.
5. **Consideration of Local Interests** (49 U.S.C. § 47106(b)) – Confirm the Sponsor has given fair consideration to the community in and near the project.
6. **Consultation with Users** (49 U.S.C. § 47105(a)) - Confirm the Sponsor has consulted with airport users that will be affected by the project.
7. **Public Hearings** (49 U.S.C. § 47106(c)) – For projects involving the location of an airport, runway or major runway extension, confirm the Sponsor:
  - a. Provided an opportunity for a public hearing to consider economic, social and environmental effects of the project.
  - b. Has voting representation from the communities in which the project is located; or has advised the communities that they have the right to petition the Secretary about the proposed project.
8. **Air and Water Quality Standards** - Confirm Sponsor will comply with applicable air and water quality standards.
9. **Exclusive Rights** (49 U.S.C. § 47107(a)) – Identify all instances of exclusive rights to conduct aeronautical services at the airport.
10. **Land (49 U.S.C. § 47106(b))** –
  - a. Identify property interests specific to the development project and/or land acquisition. The declaration of property interest is to be based upon a title opinion submitted by an attorney. When identifying the property interest, use the same parcel numbers as used to identify the property on the associated Exhibit A property map.  
Example: “*Sponsor maintains property interest as depicted within the property table on the Exhibit A property map dated \_\_/\_\_/\_\_ originally filed with AIP Project ###.*”
  - b. Complete this subpart if the Sponsor proposes a project for which they have not yet obtained appropriate property interests. Note that the work may not commence until Sponsor obtains acceptable property interests. Identify such property by parcel number that corresponds to the associated Exhibit A property map.
  - c. Complete this subpart when acquiring property interests under the grant. Identify such property by parcel number that corresponds to the associated Exhibit A property map.

## **PART III – Budget Information**

### **SECTION A. GENERAL**

**1. Federal Domestic Assistance Catalog Number** - Show the Federal Domestic Assistance Catalog Number from which the assistance is requested.

**2. Functional or Other Breakout:** Indicate “Airport Improvement Program”. Prepare a separate set of Part III forms for other Federal program categories.

### **SECTION B. CALCULATION OF FEDERAL GRANT**

When applying for a new grant, use the Total Amount Column only. Use all columns when requesting revisions of previously awarded amounts.

**Line 1** - Enter amounts needed for administration expenses, which may include such items as: legal fees, mailing/shipping expenses, audit fees and documented Sponsor employee time that is necessary to administer the grant.

**Line 2** - Enter amounts pertaining to allowable preliminary expenses. These include such expenses as independent fee estimate preparation, advertising expenses and permits.

**Line 3** - Enter amounts directly associated with the acquisition of land, existing structures, and related right-of-way.

**Line 4** - Enter fees for architectural engineering basic services.

**Line 5** - Enter amounts for architectural engineering special services (e.g. surveys, tests and borings).

**Line 6** - Enter fees for inspection, testing and monitoring of construction and related programs.

**Line 7** - Enter amounts associated with the development of land where the primary purpose of the grant is land improvement. Site work normally associated with major construction should be excluded from this category and shown on line 11.

**Line 8** - Enter the dollar amounts needed to provide relocation advisory assistance, and the net amounts for replacement (last resort) housing. Do not include relocation administration expenses on this Line; include them on Line 1.

**Line 9** - Enter the estimated amount of relocation payments to be made to displaced persons, business concerns, and non-profit organizations for moving expenses and replacement housing.

**Line 10** - Enter the cost of demolition or removal of improvements on developed land. Reduce the costs on this line by the amount of expected proceeds from the sale of salvage, if so instructed by the Federal grantor agency. Otherwise, show the proceeds on Line 15.

**Line 11** - Enter amounts for the actual construction of, addition to or restoration of a facility. Include in this category the amounts of project improvements such as grading, drainage, paving, marking, lighting, buildings, seeding/sodding, etc.

**Line 12** - Enter amounts for equipment. Examples include ARFF vehicles, SRE equipment, AWOS equipment, interactive training, NAVAID equipment, etc.)

**Line 13** - Enter miscellaneous amounts for items not specifically covered by previous categories.

**Line 14** - Enter the sum of Lines 1-13.

**Line 15** - Enter the estimated amount of program income that will be earned during the grant period and applied to the program. Examples include vehicle trade-in value, sale of millings resulting from project, credits passed on from contractor, etc. This line may be used to indicate applied liquidated damages.

**Line 16** - Enter the difference between Line 14 and Line 15.

**Line 17** - Enter the aggregate amount for those items, which are a part of the project but not subject to Federal participation. Refer to Section C, exclusions.

**Line 18** - Enter the subtotal sum of Lines 16 and 17. (This is the amount to which the matching share ratio prescribed in program legislation is applied.)

**Line 19** - Indicate the total amount of the Federal assistance requested. This value is determined by multiplying the grant participation rate by the amount indicated in line 18.

**Line 20** - Indicate the amount of the Grantee's share (from Section D).

**Line 21** - Indicate the amount of other shares (from Section D)

**Line 22** - Indicate sum of Lines 19, 20 and 21.

#### **SECTION C. EXCLUSIONS**

**Line 23 a-g** - Identify and list those costs which are part of the project cost but are not subject to Federal participation because of program legislation or Federal grantor agency instructions. The total amount on Line g should agree with the amount shown on Line 17 of Section B.

#### **SECTION D. PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE**

**Line 24 a-g** - Show the source of the grantee's share. If cash is not immediately available, specify the actions completed to date and those actions remaining to make cash available under Section E - Remarks. Indicate also the period of time that will be required after execution of the grant agreement to obtain the funds. If there is a non-cash contribution, explain what this contribution will consist of.

**Line 24h** - Indicate total of Lines 24 a-g. This amount must equal the amount in Section B, Line 20.

**Line 25a** - Show the amount that will be contributed by a State or state agency, only if the applicant is not a State or state agency. If there is a non-cash or other contribution, explain what the contribution will consist of under Section E - Remarks.

**Line 25b** - Show the amount that will be contributed from other sources. If there is a non-cash contribution, explain what the contribution will consist of under Section E - Remarks.

**Line 25c** - Show the total of Lines 25a and 25b. This amount must be the same as the amount shown in Section B, Line 21.

**Line 26** - Enter the totals of Lines 24h and 25c.

#### **SECTION E. OTHER REMARKS**

Make any remarks pertinent to the project and provide any other information required by these instructions or the grantor agency. Attach additional sheets, if necessary.

## **PART IV – Program Narrative**

Prepare the program narrative statement in accordance with the following instructions for all new grant programs. Requests for supplemental assistance should be responsive to Item 5b only. Requests for continuation or refunding or other changes of an approved project should be responsive to Item 5c only.

### **1. OBJECTIVES AND NEED FOR THIS ASSISTANCE**

Provide a short and concise description of the proposed improvement. Include a narrative on why this improvement is needed.

### **2. RESULTS OR BENEFITS EXPECTED**

Identify results and benefits to be derived. For example, include a description of who will occupy the facility and show how the facility will be used. For land acquisition or development projects, explain how the project will benefit the public.

### **3. APPROACH**

- a. Outline a plan of action pertaining to the scope and detail of how the Sponsor proposes to accomplish the work.
- b. Cite factors, which might accelerate or decelerate the work, and your reason for taking this approach as opposed to others. Describe any unusual features of the project such as construction approach, reductions in cost or time or extraordinary social and community involvements.
- c. Provide projections of project milestone dates. As a minimum, identify target dates for defining project costs (i.e. bid opening or completion of negotiations), anticipated issuance of notice-to-proceed and anticipated project completion date.
- d. Identify monitoring and oversight mechanisms the Sponsor proposes to implement.
- e. List key individuals and entities such as consultant, Sponsor personnel and contractor who will work on the project. Provide a short description of the nature of their effort or contribution.

### **4. GEOGRAPHIC LOCATION**

Identify location of the project. This will typically be the name of the airport.

### **5. IF APPLICABLE, PROVIDE THE FOLLOWING INFORMATION:**

- a. Describe the relationship between this project and other work planned, anticipated or underway under the Federal Assistance listed under Part II, Section A, Item 5.
- b. Explain the reason for all requests for supplemental assistance and justify the need for additional funding.
- c. If there have been significant changes in the project objectives, location, approach or time delays, explain and justify. For other requests for changes or amendments, explain the reason for the change(s). If the scope, budget, or objectives have changed or an extension of time is necessary, explain the circumstances and justify.

### **6. SPONSOR'S REPRESENTATIVE**

Identify contact information of Sponsor's representative.

## Application for Federal Assistance (Development and Equipment Projects)

### PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A			
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.			
<b>Item 1.</b> Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	Yes	No	
<b>Item 2.</b> Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	Yes	No	N/A
<b>Item 3.</b> Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	Yes	No	N/A
<b>Item 4.</b> Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	Yes	No	N/A
<b>Item 5.</b> Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.  <div style="margin-left: 20px;">                     The project is included in an <i>approved</i> PFC application.                      If included in an approved PFC application,                      does the application <i>only</i> address AIP matching share?      Yes      No                 </div> The project is included in another Federal Assistance program. Its CFDA number is below.	Yes	No	N/A
<b>Item 6.</b> Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?  If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:  <div style="margin-left: 20px;">                     De Minimis rate of 10% as permitted by 2 CFR § 200.414.                       Negotiated Rate equal to                      % as approved by    (the Cognizant Agency)                      on    (Date) (2 CFR part 200, appendix VII).                 </div> <i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	Yes	No	N/A

**PART II - SECTION B**

**Certification Regarding Lobbying**

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**PART II – SECTION C**

The Sponsor hereby represents and certifies as follows:

**1. Compatible Land Use** – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

**2. Defaults** – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

**3. Possible Disabilities** – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

**4. Consistency with Local Plans** – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**5. Consideration of Local Interest** – It has given fair consideration to the interest of communities in or near where the project may be located.

**6. Consultation with Users** – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

**7. Public Hearings** – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**8. Air and Water Quality Standards** – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

**PART II – SECTION C (Continued)**

**9. Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

**10. Land** – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

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<sup>1</sup> State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

**PART III – BUDGET INFORMATION – CONSTRUCTION**

**SECTION A – GENERAL**

1. Federal Domestic Assistance Catalog Number:
2. Functional or Other Breakout:

**SECTION B – CALCULATION OF FEDERAL GRANT**

<b>Cost Classification</b>	<b>Latest Approved Amount (Use only for revisions)</b>	<b>Adjustment + or (-) Amount (Use only for revisions)</b>	<b>Total Amount Required</b>
1. Administration expense			
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous			
14. <b>Subtotal</b> (Lines 1 through 13)			
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. <b>Less:</b> Ineligible Exclusions (Section C, line 23 g.)			
18. <b>Subtotal</b> (Lines 16 through 17)			
19. Federal Share requested of Line 18			
20. Grantee share			
21. Other shares			
22. <b>TOTAL PROJECT</b> (Lines 19, 20 & 21)			

<b>SECTION C – EXCLUSIONS</b>	
<b>23. Classification (Description of non-participating work)</b>	<b>Amount Ineligible for Participation</b>
a.	
b.	
c.	
d.	
e.	
f.	
g. <b>Total</b>	

<b>SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE</b>	
<b>24. Grantee Share – Fund Categories</b>	<b>Amount</b>
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. <b>TOTAL</b> - Grantee share	
<b>25. Other Shares</b>	<b>Amount</b>
a. State	
b. Other	
c. <b>TOTAL</b> - Other Shares	
<b>26. TOTAL NON-FEDERAL FINANCING</b>	

<b>SECTION E – REMARKS</b> (Attach sheets if additional space is required)

**PART IV – PROGRAM NARRATIVE**  
(Suggested Format)

<b>PROJECT:</b>
<b>AIRPORT:</b>
<b>1. Objective:</b>
<b>2. Benefits Anticipated:</b>
<b>3. Approach:</b> (See approved Scope of Work in Final Application)
<b>4. Geographic Location:</b>
<b>5. If Applicable, Provide Additional Information:</b>
<b>6. Sponsor's Representative:</b> (include address & telephone number)

**FAA ORLANDO AIRPORTS DISTRICT OFFICE – CATEGORICAL EXCLUSION (CATEX)  
SHORT FORM**

Airport: Apalachicola Regional Airport Project Title: Apron Pavement Rehabilitation

Use this CATEX Short Form if the Proposed Action is a federal action subject to NEPA and normally would not individually or cumulatively have a significant effect on the human environment. **Identify the applicable paragraph on the line below from FAA Order 1050.1F, paragraphs 5-6.1 through 5-6.6 for the Proposed Action.** 5-6.4(e)

List all components of the Proposed Action and Connected Actions (if any) on a separate sheet. *A CATEX should not be used for a segment or an interdependent part of a larger proposed action.* Include a summary of existing conditions at the Proposed Action site. **Attach** a site map identifying the Proposed Action area on the airport's current ALP and a recent aerial of the Proposed Action area.

**Certify** that the Proposed Action and Connected Actions are **NOT** likely to have extraordinary circumstances or significant impacts. Significance thresholds and factors to consider are in FAA Order 1050.1F Exhibit 4-1. Extraordinary circumstances are listed in FAA Order 1050.1F paragraph 5-2, and summarized below:

- An adverse effect on cultural resources protected under the National Historic Preservation Act of 1966, as amended, 54 U.S.C. § 300101 et seq.;
- An impact on properties protected under Section 4(f);
- An impact on natural, ecological, or scenic resources of Federal, state, tribal, or local significance (e.g., federally listed or proposed endangered, threatened, or candidate species, or designated or proposed critical habitat under the Endangered Species Act, 16 U.S.C. §§ 1531-1544);
- An impact on the following resources: resources protected by the Fish and Wildlife Coordination Act, 16 U.S.C. §§ 661-667d; wetlands; floodplains; coastal zones; national marine sanctuaries; wilderness areas; National Resource Conservation Service-designated prime and unique farmlands; energy supply and natural resources; resources protected under the Wild and Scenic Rivers Act, 16 U.S.C. §§ 1271-1287, and rivers or river segments listed on the Nationwide Rivers Inventory (NRI); and solid waste management;
- A division or disruption of an established community, or a disruption of orderly, planned development, or an inconsistency with plans or goals that have been adopted by the community in which the project is located.
- An increase in congestion from surface transportation (by causing decrease in level of service below acceptable levels determined by appropriate transportation agency, such as a highway agency);
- An impact on noise levels of noise sensitive areas;
- An impact on air quality or violation of Federal, state, tribal, or local air quality standards under the Clean Air Act, 42 U.S.C. §§ 7401-7671q;
- An impact on water quality, sole source aquifers, a public water supply system, or state or tribal water quality standards established under the Clean Water Act, 33 U.S.C. §§ 1251-1387, and the Safe Drinking Water Act, 42 U.S.C. §§ 300f-300j-26;
- Impacts on the quality of the human environment that are likely to be highly controversial on environmental grounds. The term "highly controversial on environmental grounds" means there is a substantial dispute involving reasonable disagreement over the degree, extent, or nature of a proposed action's environmental impacts or over the action's risks of causing environmental harm.
- Likelihood to be inconsistent with any Federal, state, tribal, or local law relating to the environmental aspects of the proposed action; or
- Likelihood to directly, indirectly, or cumulatively create a significant impact on the human environment, including, but not limited to, actions likely to cause a significant lighting impact on residential areas or commercial use of business properties, likely to cause a significant impact on the visual nature of surrounding land uses, likely to cause environmental contamination by hazardous materials, or likely to disturb an existing hazardous material contamination site such that new environmental contamination risks are created.

Based on the information in this Short Form CATEX and supporting information, I certify that the Proposed Action and Connected Actions meet(s) all requirements for a CATEX in accordance with FAA Order 1050.F and do not have any extraordinary circumstances or significant impacts.

Ricky D. Jones 2/1/22  
Signature of Authorized Airport Representative Date

FAA Determination (signature of Program Manager):

Categorically Excluded: \_\_\_\_\_ Date: \_\_\_\_\_

Requires further environmental analysis: \_\_\_\_\_ Date: \_\_\_\_\_

**CATEGORICAL EXCLUSION ENVIRONMENTAL DETERMINATION CHECKLIST**

Airport: **Apalachicola Regional Airport**

Prepared and certified by: John Collins, P.E.

Date: October 13, 2021

	YES**	NO	COMMENTS
<b>THE PROPOSED ACTION MUST BE LISTED IN FAA ORDER 1050.1F PARAS. 5-6.1-5-6.6 AS AN ACTION THAT WOULD NORMALLY BE CATEGORICALLY EXCLUDED</b>			
<b>THE PROPOSED ACTION CONSISTS OF:</b>			
Helicopter facilities or operations		x	
Land acquisition		x	
New airport serving general aviation		x	
Access or service road construction		x	
New airport location		x	
New runway		x	
Runway extension, strengthening, reconstruction, resurfacing or widening		x	
Converting prime or unique farmland		x	
Runway Safety Area (RSA) improvements		x	
ILS or ALS installation		x	
Airport development (hangars, terminal expansion)		x	
On-airport aboveground or underground fuel storage tanks		x	
Construction, reconstruction, or relocation of an ATCT		x	
<b>THE PROPOSED ACTION WILL AFFECT:</b>			
Historic/Archeological/Cultural Resources		x	
Section 4(f) or 6(f) resources		x	
Federally listed, endangered, threatened, or candidate species, or designated/proposed critical habitat		x	
Federal, state, tribal, or local natural, ecological, or scenic resources		x	
Wetlands, floodplains, waterways		x	
Energy supply or natural resources		x	
Protected rivers or river segments		x	
Established community(s), planned development, or plans/goals adopted by the local community		x	
Surface vehicular traffic (reduce LOS)		x	
Air quality or violate Federal, state, tribal or local standards		x	
Water quality, a sole source aquifer, public water supply system, or federal, state, or tribal water quality standards		x	
<b>THE PROPOSED ACTION IS LIKELY TO:</b>			
Be Highly Controversial on Environmental Grounds		x	
Be Inconsistent with Federal, state, tribal, or local law relating to environmental aspects		x	
Cause residential or business relocations		x	
Increase noise levels over Noise Sensitive Land Uses within the 65 dBA noise contour or newly include Noise Sensitive Land Uses within the 65 dBA noise contour		x	
Cause Environmental Justice Impacts		x	
Contain Hazardous Materials or Affect Hazardous Materials/Sites		x	
Create a Wildlife Hazard per AC 150/5200-33		x	
Increase lighting impacts on residential communities or impact the visual nature of surrounding land uses		x	

\*\* Attach detailed explanations or analysis for all "yes" answers on a separate sheet that supports a Categorical Exclusion determination.

# Untitled Map

Write a description for your map.

## Legend

- 📍 ? ? Franklin County Emergency Management
- ✈️ Apalachicola Regional Airport

Overall project limits (FDOT funded)

AIP-Eligible Portion of Project

Airport FBO Building

Apalachicola Regional Airport

Franklin County Emergency Management



**PROJECT COST BREAKDOWN  
APRON REHABILITATION  
APALACHICOLA REGIONAL AIRPORT**

ITEM NUMBER	BID ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	PETTIBONE CONCRETE CONST.		AIP ELIGIBILITY	FAA PORTION (90%)	FDOT PORTION	LOCAL PORTION
					UNIT PRICE	EXTENDED TOTAL				
<b>BASE BID - SLABS 927 TO 1252</b>										
	C-100-1	CONTRACTOR QUALITY CONTROL PROGRAM	LS	1	\$ 28,500.00	\$ 28,500.00	100%	\$ 25,650.00	\$ 2,850.00	\$ -
	C-105-1	MOBILIZATION	LS	1	\$ 16,500.00	\$ 16,500.00	100%	\$ 14,850.00	\$ 1,650.00	\$ -
	M-020-1	TIE DOWN ANCHORS, NEW	EA	75	\$ 650.00	\$ 48,750.00	100%	\$ 43,875.00	\$ 4,875.00	\$ -
	P-101-1	ROTARY-RANDOM SAW AND SEAL (RRS / S)	LF	1,545	\$ 5.45	\$ 8,420.25	100%	\$ 7,578.23	\$ 842.03	\$ -
	P-101-2	SAW CUT, REMOVE UNSOUND CONCRETE AND PATCH, FULL DEPTH (SRUC & P)	SF	875	\$ 60.00	\$ 52,500.00	100%	\$ 47,250.00	\$ 5,250.00	\$ -
	P-101-3	REMOVE AND REPLACE EXISTING JOINT SEALANT	LF	11,140	\$ 4.95	\$ 55,143.00	100%	\$ 49,628.70	\$ 5,514.30	\$ -
	P-501-1	COMPLETE SLAB REPLACEMENT (SR)	SF	1,440	\$ 27.00	\$ 38,880.00	100%	\$ 34,992.00	\$ 3,888.00	\$ -
						\$ 248,693.25		\$ 223,823.93	\$ 24,869.33	\$ -

<b>ADDITIVE ALTERNATE 1 - SLABS 1253 TO 1578</b>										
	C-100-1	CONTRACTOR QUALITY CONTROL PROGRAM	LS	1	\$ 28,500.00	\$ 28,500.00	100%	\$ 25,650.00	\$ 2,850.00	\$ -
	C-105-1	MOBILIZATION	LS	1	\$ 16,500.00	\$ 16,500.00	100%	\$ 14,850.00	\$ 1,650.00	\$ -
	M-020-1	TIE DOWN ANCHORS, NEW	EA	75	\$ 650.00	\$ 48,750.00	100%	\$ 43,875.00	\$ 4,875.00	\$ -
	P-101-1	ROTARY-RANDOM SAW AND SEAL (RRS / S)	LF	1,470	\$ 5.45	\$ 8,011.50	100%	\$ 7,210.35	\$ 801.15	\$ -
	P-101-2	SAW CUT, REMOVE UNSOUND CONCRETE AND PATCH, FULL DEPTH (SRUC & P)	SF	1,275	\$ 60.00	\$ 76,500.00	100%	\$ 68,850.00	\$ 7,650.00	\$ -
	P-101-3	REMOVE AND REPLACE EXISTING JOINT SEALANT	LF	11,000	\$ 4.95	\$ 54,450.00	100%	\$ 49,005.00	\$ 5,445.00	\$ -
	P-101-4	REMOVE AND REPLACE PATCH (R & RP)	SF	50	\$ 195.00	\$ 9,750.00	100%	\$ 8,775.00	\$ 975.00	\$ -
	P-501-1	COMPLETE SLAB REPLACEMENT (SR)	SF	1,680	\$ 27.00	\$ 45,360.00	100%	\$ 40,824.00	\$ 4,536.00	\$ -
						\$ 287,821.50		\$ 259,039.35	\$ 28,782.15	\$ -

<b>ADDITIVE ALTERNATE 2 - SLABS 631 TO 926</b>										
	C-100-1	CONTRACTOR QUALITY CONTROL PROGRAM	LS	1	\$ 28,500.00	\$ 28,500.00	100%	\$ 25,650.00	\$ 2,850.00	\$ -
	C-105-1	MOBILIZATION	LS	1	\$ 16,500.00	\$ 16,500.00	100%	\$ 14,850.00	\$ 1,650.00	\$ -
	M-020-1	TIE DOWN ANCHORS, NEW	EA	75	\$ 650.00	\$ 48,750.00	100%	\$ 43,875.00	\$ 4,875.00	\$ -
	P-101-1	ROTARY-RANDOM SAW AND SEAL (RRS / S)	LF	1,560	\$ 5.45	\$ 8,502.00	100%	\$ 7,651.80	\$ 850.20	\$ -
	P-101-2	SAW CUT, REMOVE UNSOUND CONCRETE AND PATCH, FULL DEPTH (SRUC & P)	SF	700	\$ 60.00	\$ 42,000.00	100%	\$ 37,800.00	\$ 4,200.00	\$ -
	P-101-3	REMOVE AND REPLACE EXISTING JOINT SEALANT	LF	11,000	\$ 4.95	\$ 54,450.00	100%	\$ 49,005.00	\$ 5,445.00	\$ -
	P-101-4	REMOVE AND REPLACE PATCH (R & RP)	SF	100	\$ 195.00	\$ 19,500.00	100%	\$ 17,550.00	\$ 1,950.00	\$ -
	P-501-1	COMPLETE SLAB REPLACEMENT (SR)	SF	2,400	\$ 21.00	\$ 50,400.00	100%	\$ 45,360.00	\$ 5,040.00	\$ -
						\$ 268,602.00		\$ 241,741.80	\$ 26,860.20	\$ -

<b>Total:</b>								\$ 805,116.75	\$ 724,605.08	\$ 80,511.68	\$ -
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<b>ADDITIVE ALTERNATE 3 - SLABS 318 TO 630</b>										
	C-100-1	CONTRACTOR QUALITY CONTROL PROGRAM	LS	1	\$ 28,500.00	\$ 28,500.00	100%	\$ 25,650.00	\$ 2,850.00	\$ -
	C-105-1	MOBILIZATION	LS	1	\$ 16,500.00	\$ 16,500.00	100%	\$ 14,850.00	\$ 1,650.00	\$ -
	M-020-1	TIE DOWN ANCHORS, NEW	EA	75	\$ 650.00	\$ 48,750.00	100%	\$ 43,875.00	\$ 4,875.00	\$ -
	P-101-1	ROTARY-RANDOM SAW AND SEAL (RRS / S)	LF	1,650	\$ 5.45	\$ 8,992.50	100%	\$ 8,093.25	\$ 899.25	\$ -
	P-101-2	SAW CUT, REMOVE UNSOUND CONCRETE AND PATCH, FULL DEPTH (SRUC & P)	SF	340	\$ 200.00	\$ 68,000.00	100%	\$ 61,200.00	\$ 6,800.00	\$ -
	P-101-3	REMOVE AND REPLACE EXISTING JOINT SEALANT	LF	11,000	\$ 4.95	\$ 54,450.00	100%	\$ 49,005.00	\$ 5,445.00	\$ -
						\$ 225,192.50		\$ 202,673.25	\$ 22,519.25	\$ -

**PROJECT COST BREAKDOWN  
APRON REHABILITATION  
APALACHICOLA REGIONAL AIRPORT**

ITEM NUMBER	BID ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	PETTIBONE CONCRETE CONST.		AIP ELIGIBILITY	FAA PORTION (90%)	FDOT PORTION	LOCAL PORTION
					UNIT PRICE	EXTENDED TOTAL				
<b>ADDITIVE ALTERNATE 4 - SLABS 1 TO 317</b>										
	C-100-1	CONTRACTOR QUALITY CONTROL PROGRAM	LS	1	\$ 28,500.00	\$ 28,500.00	100%	\$ 25,650.00	\$ 2,850.00	\$ -
	C-105-1	MOBILIZATION	LS	1	\$ 16,500.00	\$ 16,500.00	100%	\$ 14,850.00	\$ 1,650.00	\$ -
	M-020-1	TIE DOWN ANCHORS, NEW	EA	25	\$ 650.00	\$ 16,250.00	100%	\$ 14,625.00	\$ 1,625.00	\$ -
	P-101-1	ROTARY-RANDOM SAW AND SEAL (RRS / S)	LF	1,650	\$ 5.45	\$ 8,992.50	100%	\$ 8,093.25	\$ 899.25	\$ -
	P-101-2	SAW CUT, REMOVE UNSOUND CONCRETE AND PATCH, FULL DEPTH (SRUC & P)	SF	340	\$ 60.00	\$ 20,400.00	100%	\$ 18,360.00	\$ 2,040.00	\$ -
	P-101-3	REMOVE AND REPLACE EXISTING JOINT SEALANT	LF	11,000	\$ 4.95	\$ 54,450.00	100%	\$ 49,005.00	\$ 5,445.00	\$ -
						\$ 145,092.50		\$ 130,583.25	\$ 14,509.25	\$ -

<b>ADDITIVE ALTERNATE 5 - SLABS 1601 TO 2247</b>										
	C-100-1	CONTRACTOR QUALITY CONTROL PROGRAM	LS	1	\$ 28,500.00	\$ 28,500.00	100%	\$ 25,650.00	\$ 2,850.00	\$ -
	C-105-1	MOBILIZATION	LS	1	\$ 16,500.00	\$ 16,500.00	100%	\$ 14,850.00	\$ 1,650.00	\$ -
	M-020-1	TIE DOWN ANCHORS, NEW	EA	25	\$ 650.00	\$ 16,250.00	100%	\$ 14,625.00	\$ 1,625.00	\$ -
	P-101-1	ROTARY-RANDOM SAW AND SEAL (RRS / S)	LF	1,665	\$ 5.45	\$ 9,074.25	100%	\$ 8,166.83	\$ 907.43	\$ -
	P-101-2	SAW CUT, REMOVE UNSOUND CONCRETE AND PATCH, FULL DEPTH (SRUC & P)	SF	525	\$ 60.00	\$ 31,500.00	100%	\$ 28,350.00	\$ 3,150.00	\$ -
	P-101-3	REMOVE AND REPLACE EXISTING JOINT SEALANT	LF	11,000	\$ 4.95	\$ 54,450.00	100%	\$ 49,005.00	\$ 5,445.00	\$ -
	P-501-1	COMPLETE SLAB REPLACEMENT (SR)	SF	1,200	\$ 27.00	\$ 32,400.00	100%	\$ 29,160.00	\$ 3,240.00	\$ -
						\$ 188,674.25		\$ 169,806.83	\$ 18,867.43	\$ -

<b>ADDITIVE ALTERNATE 6 - SLABS 2248 TO 2603</b>										
	C-100-1	CONTRACTOR QUALITY CONTROL PROGRAM	LS	1	\$ 28,500.00	\$ 28,500.00	100%	\$ 25,650.00	\$ 2,850.00	\$ -
	C-105-1	MOBILIZATION	LS	1	\$ 16,500.00	\$ 16,500.00	100%	\$ 14,850.00	\$ 1,650.00	\$ -
	M-020-1	TIE DOWN ANCHORS, NEW	EA	25	\$ 650.00	\$ 16,250.00	100%	\$ 14,625.00	\$ 1,625.00	\$ -
	P-101-1	ROTARY-RANDOM SAW AND SEAL (RRS / S)	LF	1,300	\$ 5.45	\$ 7,085.00	100%	\$ 6,376.50	\$ 708.50	\$ -
	P-101-2	SAW CUT, REMOVE UNSOUND CONCRETE AND PATCH, FULL DEPTH (SRUC & P)	SF	1,300	\$ 60.00	\$ 78,000.00	100%	\$ 70,200.00	\$ 7,800.00	\$ -
	P-101-3	REMOVE AND REPLACE EXISTING JOINT SEALANT	LF	11,000	\$ 4.95	\$ 54,450.00	100%	\$ 49,005.00	\$ 5,445.00	\$ -
	P-101-4	REMOVE AND REPLACE PATCH (R & RP)	SF	50	\$ 195.00	\$ 9,750.00	100%	\$ 8,775.00	\$ 975.00	\$ -
	P-501-1	COMPLETE SLAB REPLACEMENT (SR)	SF	1,000	\$ 27.00	\$ 27,000.00	100%	\$ 24,300.00	\$ 2,700.00	\$ -
						\$ 237,535.00		\$ 213,781.50	\$ 23,753.50	\$ -

<b>ADDITIVE ALTERNATE 7 - SLABS 2604 TO 2940</b>										
	C-100-1	CONTRACTOR QUALITY CONTROL PROGRAM	LS	1	\$ 28,500.00	\$ 28,500.00	100%	\$ 25,650.00	\$ 2,850.00	\$ -
	C-105-1	MOBILIZATION	LS	1	\$ 16,500.00	\$ 16,500.00	100%	\$ 14,850.00	\$ 1,650.00	\$ -
	M-020-1	TIE DOWN ANCHORS, NEW	EA	25	\$ 650.00	\$ 16,250.00	100%	\$ 14,625.00	\$ 1,625.00	\$ -
	P-101-1	ROTARY-RANDOM SAW AND SEAL (RRS / S)	LF	1,500	\$ 5.45	\$ 8,175.00	100%	\$ 7,357.50	\$ 817.50	\$ -
	P-101-2	SAW CUT, REMOVE UNSOUND CONCRETE AND PATCH, FULL DEPTH (SRUC & P)	SF	1,300	\$ 60.00	\$ 78,000.00	100%	\$ 70,200.00	\$ 7,800.00	\$ -
	P-101-3	REMOVE AND REPLACE EXISTING JOINT SEALANT	LF	11,000	\$ 4.95	\$ 54,450.00	100%	\$ 49,005.00	\$ 5,445.00	\$ -
	P-101-4	REMOVE AND REPLACE PATCH (R & RP)	SF	50	\$ 195.00	\$ 9,750.00	100%	\$ 8,775.00	\$ 975.00	\$ -
	P-501-1	COMPLETE SLAB REPLACEMENT (SR)	SF	1,000	\$ 27.00	\$ 27,000.00	100%	\$ 24,300.00	\$ 2,700.00	\$ -
						\$ 238,625.00		\$ 214,762.50	\$ 23,862.50	\$ -

**PROJECT COST BREAKDOWN  
APRON REHABILITATION  
APALACHICOLA REGIONAL AIRPORT**

ITEM NUMBER	BID ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	PETTIBONE CONCRETE CONST.		AIP ELIGIBILITY	FAA PORTION (90%)	FDOT PORTION	LOCAL PORTION
					UNIT PRICE	EXTENDED TOTAL				
<b>ADDITIVE ALTERNATE 8 - SLABS 2941 TO 3258</b>										
	C-100-1	CONTRACTOR QUALITY CONTROL PROGRAM	LS	1	\$ 28,500.00	\$ 28,500.00	100%	\$ 25,650.00	\$ 2,850.00	\$ -
	C-105-1	MOBILIZATION	LS	1	\$ 16,500.00	\$ 16,500.00	100%	\$ 14,850.00	\$ 1,650.00	\$ -
	M-020-1	TIE DOWN ANCHORS, NEW	EA	25	\$ 650.00	\$ 16,250.00	100%	\$ 14,625.00	\$ 1,625.00	\$ -
	P-101-1	ROTARY-RANDOM SAW AND SEAL (RRS / S)	LF	1,500	\$ 5.45	\$ 8,175.00	100%	\$ 7,357.50	\$ 817.50	\$ -
	P-101-2	SAW CUT, REMOVE UNSOUND CONCRETE AND PATCH, FULL DEPTH (SRUC & P)	SF	1,300	\$ 60.00	\$ 78,000.00	100%	\$ 70,200.00	\$ 7,800.00	\$ -
	P-101-3	REMOVE AND REPLACE EXISTING JOINT SEALANT	LF	11,000	\$ 4.95	\$ 54,450.00	100%	\$ 49,005.00	\$ 5,445.00	\$ -
	P-101-4	REMOVE AND REPLACE PATCH (R & RP)	SF	50	\$ 195.00	\$ 9,750.00	100%	\$ 8,775.00	\$ 975.00	\$ -
	P-501-1	COMPLETE SLAB REPLACEMENT (SR)	SF	1,000	\$ 27.00	\$ 27,000.00	100%	\$ 24,300.00	\$ 2,700.00	\$ -
						\$ 238,625.00		\$ 214,762.50	\$ 23,862.50	\$ -

<b>ADDITIVE ALTERNATE 9 - SLABS 3259 TO M21</b>										
	C-100-1	CONTRACTOR QUALITY CONTROL PROGRAM	LS	1	\$ 28,500.00	\$ 28,500.00	100%	\$ 25,650.00	\$ 2,850.00	\$ -
	C-105-1	MOBILIZATION	LS	1	\$ 16,500.00	\$ 16,500.00	100%	\$ 14,850.00	\$ 1,650.00	\$ -
	M-020-1	TIE DOWN ANCHORS, NEW	EA	25	\$ 650.00	\$ 16,250.00	100%	\$ 14,625.00	\$ 1,625.00	\$ -
	P-101-1	ROTARY-RANDOM SAW AND SEAL (RRS / S)	LF	1,500	\$ 5.45	\$ 8,175.00	100%	\$ 7,357.50	\$ 817.50	\$ -
	P-101-2	SAW CUT, REMOVE UNSOUND CONCRETE AND PATCH, FULL DEPTH (SRUC & P)	SF	1,300	\$ 60.00	\$ 78,000.00	100%	\$ 70,200.00	\$ 7,800.00	\$ -
	P-101-3	REMOVE AND REPLACE EXISTING JOINT SEALANT	LF	11,000	\$ 4.95	\$ 54,450.00	100%	\$ 49,005.00	\$ 5,445.00	\$ -
	P-101-4	REMOVE AND REPLACE PATCH (R & RP)	SF	50	\$ 195.00	\$ 9,750.00	100%	\$ 8,775.00	\$ 975.00	\$ -
	P-501-1	COMPLETE SLAB REPLACEMENT (SR)	SF	1,000	\$ 27.00	\$ 27,000.00	100%	\$ 24,300.00	\$ 2,700.00	\$ -
						\$ 238,625.00		\$ 214,762.50	\$ 23,862.50	\$ -

<b>ADDITIVE ALTERNATE 10 - SLABS L1 TO X21</b>										
	C-100-1	CONTRACTOR QUALITY CONTROL PROGRAM	LS	1	\$ 28,500.00	\$ 28,500.00	100%	\$ 25,650.00	\$ 2,850.00	\$ -
	C-105-1	MOBILIZATION	LS	1	\$ 16,500.00	\$ 16,500.00	100%	\$ 14,850.00	\$ 1,650.00	\$ -
	M-020-1	TIE DOWN ANCHORS, NEW	EA	25	\$ 650.00	\$ 16,250.00	100%	\$ 14,625.00	\$ 1,625.00	\$ -
	P-101-1	ROTARY-RANDOM SAW AND SEAL (RRS / S)	LF	1,500	\$ 5.45	\$ 8,175.00	100%	\$ 7,357.50	\$ 817.50	\$ -
	P-101-2	SAW CUT, REMOVE UNSOUND CONCRETE AND PATCH, FULL DEPTH (SRUC & P)	SF	1,300	\$ 60.00	\$ 78,000.00	100%	\$ 70,200.00	\$ 7,800.00	\$ -
	P-101-3	REMOVE AND REPLACE EXISTING JOINT SEALANT	LF	11,000	\$ 4.95	\$ 54,450.00	100%	\$ 49,005.00	\$ 5,445.00	\$ -
	P-101-4	REMOVE AND REPLACE PATCH (R & RP)	SF	50	\$ 195.00	\$ 9,750.00	100%	\$ 8,775.00	\$ 975.00	\$ -
	P-501-1	COMPLETE SLAB REPLACEMENT (SR)	SF	1,000	\$ 27.00	\$ 27,000.00	100%	\$ 24,300.00	\$ 2,700.00	\$ -
						\$ 238,625.00		\$ 214,762.50	\$ 23,862.50	\$ -

<b>ADDITIVE ALTERNATE 11 - SLABS W1 TO *F21</b>										
	C-100-1	CONTRACTOR QUALITY CONTROL PROGRAM	LS	1	\$ 28,500.00	\$ 28,500.00	100%	\$ 25,650.00	\$ 2,850.00	\$ -
	C-105-1	MOBILIZATION	LS	1	\$ 16,500.00	\$ 16,500.00	100%	\$ 14,850.00	\$ 1,650.00	\$ -
	M-020-1	TIE DOWN ANCHORS, NEW	EA	25	\$ 650.00	\$ 16,250.00	100%	\$ 14,625.00	\$ 1,625.00	\$ -
	P-101-1	ROTARY-RANDOM SAW AND SEAL (RRS / S)	LF	1,500	\$ 5.45	\$ 8,175.00	100%	\$ 7,357.50	\$ 817.50	\$ -
	P-101-2	SAW CUT, REMOVE UNSOUND CONCRETE AND PATCH, FULL DEPTH (SRUC & P)	SF	1,300	\$ 60.00	\$ 78,000.00	100%	\$ 70,200.00	\$ 7,800.00	\$ -
	P-101-3	REMOVE AND REPLACE EXISTING JOINT SEALANT	LF	11,000	\$ 4.95	\$ 54,450.00	100%	\$ 49,005.00	\$ 5,445.00	\$ -
	P-101-4	REMOVE AND REPLACE PATCH (R & RP)	SF	50	\$ 195.00	\$ 9,750.00	100%	\$ 8,775.00	\$ 975.00	\$ -
	P-501-1	COMPLETE SLAB REPLACEMENT (SR)	SF	1,000	\$ 27.00	\$ 27,000.00	100%	\$ 24,300.00	\$ 2,700.00	\$ -
						\$ 238,625.00		\$ 214,762.50	\$ 23,862.50	\$ -

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ITEM NUMBER	BID ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	PETTIBONE CONCRETE CONST.		AIP ELIGIBILITY	FAA PORTION (90%)	FDOT PORTION	LOCAL PORTION
					UNIT PRICE	EXTENDED TOTAL				
<b>ADDITIVE ALTERNATE 12 - SLABS F1B TO *79</b>										
	C-100-1	CONTRACTOR QUALITY CONTROL PROGRAM	LS	1	\$ 28,500.00	\$ 28,500.00	100%	\$ 25,650.00	\$ 2,850.00	\$ -
	C-105-1	MOBILIZATION	LS	1	\$ 16,500.00	\$ 16,500.00	100%	\$ 14,850.00	\$ 1,650.00	\$ -
	M-020-1	TIE DOWN ANCHORS, NEW	EA	25	\$ 650.00	\$ 16,250.00	100%	\$ 14,625.00	\$ 1,625.00	\$ -
	P-101-1	ROTARY-RANDOM SAW AND SEAL (RRS / S)	LF	1,500	\$ 5.45	\$ 8,175.00	100%	\$ 7,357.50	\$ 817.50	\$ -
	P-101-2	SAW CUT, REMOVE UNSOUND CONCRETE AND PATCH, FULL DEPTH (SRUC & P)	SF	1,300	\$ 60.00	\$ 78,000.00	100%	\$ 70,200.00	\$ 7,800.00	\$ -
	P-101-3	REMOVE AND REPLACE EXISTING JOINT SEALANT	LF	11,000	\$ 4.95	\$ 54,450.00	100%	\$ 49,005.00	\$ 5,445.00	\$ -
	P-101-4	REMOVE AND REPLACE PATCH (R & RP)	SF	50	\$ 195.00	\$ 9,750.00	100%	\$ 8,775.00	\$ 975.00	\$ -
	P-501-1	COMPLETE SLAB REPLACEMENT (SR)	SF	1,000	\$ 27.00	\$ 27,000.00	100%	\$ 24,300.00	\$ 2,700.00	\$ -
						\$ 238,625.00		\$ 214,762.50	\$ 23,862.50	\$ -



May 13, 2022

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

**Reference: Tabulation of Bids and Recommendation of Award  
Apron Rehabilitation  
Apalachicola Regional Airport, Franklin County, Florida**

Dear Mr. Morón:

On Tuesday, May 3, 2022 at 9:30 a.m. local time, bids were opened at the regularly scheduled Franklin County Board of County Commissioners meeting for the Apron Rehabilitation project at the Apalachicola Regional Airport. One (1) bid was received, and a tabulation of the bid is enclosed herein as **Attachment A** for your reference. The respective bid amounts are summarized as follows:

<b>Bid Alternate</b>	<b>Pettibone Concrete Construction, Inc.</b>	<b>Engineer's Estimate</b>
Base Bid	\$ 248,693.25	\$ 409,866.50
Additive Alternate No. 1	\$ 287,821.50	\$ 466,555.00
Additive Alternate No. 2	\$ 268,602.00	\$ 432,840.00
Additive Alternate No. 3	\$ 225,192.50	\$ 312,225.00
Additive Alternate No. 4	\$ 145,092.50	\$ 202,225.00
Additive Alternate No. 5	\$ 188,674.25	\$ 255,822.50
Additive Alternate No. 6	\$ 237,535.00	\$ 338,100.00
Additive Alternate No. 7	\$ 238,625.00	\$ 341,100.00
Additive Alternate No. 8	\$ 238,625.00	\$ 341,100.00
Additive Alternate No. 9	\$ 238,625.00	\$ 341,100.00
Additive Alternate No. 10	\$ 238,625.00	\$ 341,100.00
Additive Alternate No. 11	\$ 238,625.00	\$ 341,100.00
Additive Alternate No. 12	\$ 238,625.00	\$ 341,100.00

We have reviewed the scope of work with Pettibone Concrete Construction, Inc. (Pettibone) and have confirmed their understanding of the project. Pettibone has provided similar concrete apron rehabilitation services at the Apalachicola Regional Airport as part of the Rehabilitate Airfield Pavements project in 2018, specializes in airfield concrete pavement construction, and appears to meet the contractor qualification requirements in the Instructions to Bidders.

**Mr. Michael Morón**

**May 13, 2022**

**Page 2 of 2**

The County has available \$1,730,111 in grants funds for construction. Based on this funding, it appears the County can award the Base Bid and Additive Alternates 1 through 5 with a total award amount of \$1,601,611.00. This award allows for a construction contingency of \$128,500 which would be available to address unforeseen conditions during construction, or can be used to authorize additional work near the end of construction if the construction contingency is not needed.

The bid amount submitted by Pettibone is approximately 34% below the engineer's estimate. We discussed this difference with the bidder and they confirmed their bid amount and their ability to successfully execute this project.

Notwithstanding the County's final review of the complete project documents and legal review of bid forms, we recommend the County award the Base Bid and Additive Alternates 1 through 5 for the Apron Rehabilitation project to Pettibone Concrete Construction, Inc. at the bid amount of \$1,601,611.00, subject to concurrence by the FDOT.

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

Sincerely,

**AVCON, INC.**



John Collins, P.E.  
Senior Project Manager

Enclosures as identified above

**BID TABULATION  
APRON REHABILITATION  
APALACHICOLA REGIONAL AIRPORT  
BIDS OPENED MAY 3, 2022**

ITEM NUMBER	BID ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE		PETTIBONE CONCRETE CONST.	
					UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL
<b>BASE BID - SLABS 927 TO 1252</b>								
	C-100-1	CONTRACTOR QUALITY CONTROL PROGRAM	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 28,500.00	\$ 28,500.00
	C-105-1	MOBILIZATION	LS	1	\$ 36,351.50	\$ 36,351.50	\$ 16,500.00	\$ 16,500.00
	M-020-1	TIE DOWN ANCHORS, NEW	EA	75	\$ 2,000.00	\$ 150,000.00	\$ 650.00	\$ 48,750.00
	P-101-1	ROTARY-RANDOM SAW AND SEAL (RRS / S)	LF	1,545	\$ 15.00	\$ 23,175.00	\$ 5.45	\$ 8,420.25
	P-101-2	SAW CUT, REMOVE UNSOUND CONCRETE AND PATCH, FULL DEPTH (SRUC & P)	SF	875	\$ 100.00	\$ 87,500.00	\$ 60.00	\$ 52,500.00
	P-101-3	REMOVE AND REPLACE EXISTING JOINT SEALANT	LF	11,140	\$ 6.00	\$ 66,840.00	\$ 4.95	\$ 55,143.00
	P-501-1	COMPLETE SLAB REPLACEMENT (SR)	SF	1,440	\$ 25.00	\$ 36,000.00	\$ 27.00	\$ 38,880.00
						\$ 409,866.50	\$ 248,693.25	

**ADDITIVE ALTERNATE 1 - SLABS 1253 TO 1578**

	C-100-1	CONTRACTOR QUALITY CONTROL PROGRAM	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 28,500.00	\$ 28,500.00
	C-105-1	MOBILIZATION	LS	1	\$ 41,505.00	\$ 41,505.00	\$ 16,500.00	\$ 16,500.00
	M-020-1	TIE DOWN ANCHORS, NEW	EA	75	\$ 2,000.00	\$ 150,000.00	\$ 650.00	\$ 48,750.00
	P-101-1	ROTARY-RANDOM SAW AND SEAL (RRS / S)	LF	1,470	\$ 15.00	\$ 22,050.00	\$ 5.45	\$ 8,011.50
	P-101-2	SAW CUT, REMOVE UNSOUND CONCRETE AND PATCH, FULL DEPTH (SRUC & P)	SF	1,275	\$ 100.00	\$ 127,500.00	\$ 60.00	\$ 76,500.00
	P-101-3	REMOVE AND REPLACE EXISTING JOINT SEALANT	LF	11,000	\$ 6.00	\$ 66,000.00	\$ 4.95	\$ 54,450.00
	P-101-4	REMOVE AND REPLACE PATCH (R & RP)	SF	50	\$ 150.00	\$ 7,500.00	\$ 195.00	\$ 9,750.00
	P-501-1	COMPLETE SLAB REPLACEMENT (SR)	SF	1,680	\$ 25.00	\$ 42,000.00	\$ 27.00	\$ 45,360.00
						\$ 466,555.00	\$ 287,821.50	

**ADDITIVE ALTERNATE 2 - SLABS 631 TO 926**

	C-100-1	CONTRACTOR QUALITY CONTROL PROGRAM	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 28,500.00	\$ 28,500.00
	C-105-1	MOBILIZATION	LS	1	\$ 38,440.00	\$ 38,440.00	\$ 16,500.00	\$ 16,500.00
	M-020-1	TIE DOWN ANCHORS, NEW	EA	75	\$ 2,000.00	\$ 150,000.00	\$ 650.00	\$ 48,750.00
	P-101-1	ROTARY-RANDOM SAW AND SEAL (RRS / S)	LF	1,560	\$ 15.00	\$ 23,400.00	\$ 5.45	\$ 8,502.00
	P-101-2	SAW CUT, REMOVE UNSOUND CONCRETE AND PATCH, FULL DEPTH (SRUC & P)	SF	700	\$ 100.00	\$ 70,000.00	\$ 60.00	\$ 42,000.00
	P-101-3	REMOVE AND REPLACE EXISTING JOINT SEALANT	LF	11,000	\$ 6.00	\$ 66,000.00	\$ 4.95	\$ 54,450.00
	P-101-4	REMOVE AND REPLACE PATCH (R & RP)	SF	100	\$ 150.00	\$ 15,000.00	\$ 195.00	\$ 19,500.00
	P-501-1	COMPLETE SLAB REPLACEMENT (SR)	SF	2,400	\$ 25.00	\$ 60,000.00	\$ 21.00	\$ 50,400.00
						\$ 432,840.00	\$ 268,602.00	

**ADDITIVE ALTERNATE 3 - SLABS 318 TO 630**

	C-100-1	CONTRACTOR QUALITY CONTROL PROGRAM	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 28,500.00	\$ 28,500.00
	C-105-1	MOBILIZATION	LS	1	\$ 27,475.00	\$ 27,475.00	\$ 16,500.00	\$ 16,500.00
	M-020-1	TIE DOWN ANCHORS, NEW	EA	75	\$ 2,000.00	\$ 150,000.00	\$ 650.00	\$ 48,750.00
	P-101-1	ROTARY-RANDOM SAW AND SEAL (RRS / S)	LF	1,650	\$ 15.00	\$ 24,750.00	\$ 5.45	\$ 8,992.50
	P-101-2	SAW CUT, REMOVE UNSOUND CONCRETE AND PATCH, FULL DEPTH (SRUC & P)	SF	340	\$ 100.00	\$ 34,000.00	\$ 200.00	\$ 68,000.00
	P-101-3	REMOVE AND REPLACE EXISTING JOINT SEALANT	LF	11,000	\$ 6.00	\$ 66,000.00	\$ 4.95	\$ 54,450.00
						\$ 312,225.00	\$ 225,192.50	

**BID TABULATION  
APRON REHABILITATION  
APALACHICOLA REGIONAL AIRPORT  
BIDS OPENED MAY 3, 2022**

ITEM NUMBER	BID ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE		PETTIBONE CONCRETE CONST.	
					UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL
<b>ADDITIVE ALTERNATE 4 - SLABS 1 TO 317</b>								
	C-100-1	CONTRACTOR QUALITY CONTROL PROGRAM	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 28,500.00	\$ 28,500.00
	C-105-1	MOBILIZATION	LS	1	\$ 17,475.00	\$ 17,475.00	\$ 16,500.00	\$ 16,500.00
	M-020-1	TIE DOWN ANCHORS, NEW	EA	25	\$ 2,000.00	\$ 50,000.00	\$ 650.00	\$ 16,250.00
	P-101-1	ROTARY-RANDOM SAW AND SEAL (RRS / S)	LF	1,650	\$ 15.00	\$ 24,750.00	\$ 5.45	\$ 8,992.50
	P-101-2	SAW CUT, REMOVE UNSOUND CONCRETE AND PATCH, FULL DEPTH (SRUC & P)	SF	340	\$ 100.00	\$ 34,000.00	\$ 60.00	\$ 20,400.00
	P-101-3	REMOVE AND REPLACE EXISTING JOINT SEALANT	LF	11,000	\$ 6.00	\$ 66,000.00	\$ 4.95	\$ 54,450.00
						\$ 202,225.00	\$	145,092.50

<b>ADDITIVE ALTERNATE 5 - SLABS 1601 TO 2247</b>								
	C-100-1	CONTRACTOR QUALITY CONTROL PROGRAM	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 28,500.00	\$ 28,500.00
	C-105-1	MOBILIZATION	LS	1	\$ 22,347.50	\$ 22,347.50	\$ 16,500.00	\$ 16,500.00
	M-020-1	TIE DOWN ANCHORS, NEW	EA	25	\$ 2,000.00	\$ 50,000.00	\$ 650.00	\$ 16,250.00
	P-101-1	ROTARY-RANDOM SAW AND SEAL (RRS / S)	LF	1,665	\$ 15.00	\$ 24,975.00	\$ 5.45	\$ 9,074.25
	P-101-2	SAW CUT, REMOVE UNSOUND CONCRETE AND PATCH, FULL DEPTH (SRUC & P)	SF	525	\$ 100.00	\$ 52,500.00	\$ 60.00	\$ 31,500.00
	P-101-3	REMOVE AND REPLACE EXISTING JOINT SEALANT	LF	11,000	\$ 6.00	\$ 66,000.00	\$ 4.95	\$ 54,450.00
	P-501-1	COMPLETE SLAB REPLACEMENT (SR)	SF	1,200	\$ 25.00	\$ 30,000.00	\$ 27.00	\$ 32,400.00
						\$ 255,822.50	\$	188,674.25

<b>ADDITIVE ALTERNATE 6 - SLABS 2248 TO 2603</b>								
	C-100-1	CONTRACTOR QUALITY CONTROL PROGRAM	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 28,500.00	\$ 28,500.00
	C-105-1	MOBILIZATION	LS	1	\$ 30,100.00	\$ 30,100.00	\$ 16,500.00	\$ 16,500.00
	M-020-1	TIE DOWN ANCHORS, NEW	EA	25	\$ 2,000.00	\$ 50,000.00	\$ 650.00	\$ 16,250.00
	P-101-1	ROTARY-RANDOM SAW AND SEAL (RRS / S)	LF	1,300	\$ 15.00	\$ 19,500.00	\$ 5.45	\$ 7,085.00
	P-101-2	SAW CUT, REMOVE UNSOUND CONCRETE AND PATCH, FULL DEPTH (SRUC & P)	SF	1,300	\$ 100.00	\$ 130,000.00	\$ 60.00	\$ 78,000.00
	P-101-3	REMOVE AND REPLACE EXISTING JOINT SEALANT	LF	11,000	\$ 6.00	\$ 66,000.00	\$ 4.95	\$ 54,450.00
	P-101-4	REMOVE AND REPLACE PATCH (R & RP)	SF	50	\$ 150.00	\$ 7,500.00	\$ 195.00	\$ 9,750.00
	P-501-1	COMPLETE SLAB REPLACEMENT (SR)	SF	1,000	\$ 25.00	\$ 25,000.00	\$ 27.00	\$ 27,000.00
						\$ 338,100.00	\$	237,535.00

<b>ADDITIVE ALTERNATE 7 - SLABS 2604 TO 2940</b>								
	C-100-1	CONTRACTOR QUALITY CONTROL PROGRAM	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 28,500.00	\$ 28,500.00
	C-105-1	MOBILIZATION	LS	1	\$ 30,100.00	\$ 30,100.00	\$ 16,500.00	\$ 16,500.00
	M-020-1	TIE DOWN ANCHORS, NEW	EA	25	\$ 2,000.00	\$ 50,000.00	\$ 650.00	\$ 16,250.00
	P-101-1	ROTARY-RANDOM SAW AND SEAL (RRS / S)	LF	1,500	\$ 15.00	\$ 22,500.00	\$ 5.45	\$ 8,175.00
	P-101-2	SAW CUT, REMOVE UNSOUND CONCRETE AND PATCH, FULL DEPTH (SRUC & P)	SF	1,300	\$ 100.00	\$ 130,000.00	\$ 60.00	\$ 78,000.00
	P-101-3	REMOVE AND REPLACE EXISTING JOINT SEALANT	LF	11,000	\$ 6.00	\$ 66,000.00	\$ 4.95	\$ 54,450.00
	P-101-4	REMOVE AND REPLACE PATCH (R & RP)	SF	50	\$ 150.00	\$ 7,500.00	\$ 195.00	\$ 9,750.00
	P-501-1	COMPLETE SLAB REPLACEMENT (SR)	SF	1,000	\$ 25.00	\$ 25,000.00	\$ 27.00	\$ 27,000.00
						\$ 341,100.00	\$	238,625.00

**BID TABULATION  
APRON REHABILITATION  
APALACHICOLA REGIONAL AIRPORT  
BIDS OPENED MAY 3, 2022**

ITEM NUMBER	BID ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE		PETTIBONE CONCRETE CONST.	
					UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL
<b>ADDITIVE ALTERNATE 8 - SLABS 2941 TO 3258</b>								
	C-100-1	CONTRACTOR QUALITY CONTROL PROGRAM	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 28,500.00	\$ 28,500.00
	C-105-1	MOBILIZATION	LS	1	\$ 30,100.00	\$ 30,100.00	\$ 16,500.00	\$ 16,500.00
	M-020-1	TIE DOWN ANCHORS, NEW	EA	25	\$ 2,000.00	\$ 50,000.00	\$ 650.00	\$ 16,250.00
	P-101-1	ROTARY-RANDOM SAW AND SEAL (RRS / S)	LF	1,500	\$ 15.00	\$ 22,500.00	\$ 5.45	\$ 8,175.00
	P-101-2	SAW CUT, REMOVE UNSOUND CONCRETE AND PATCH, FULL DEPTH (SRUC & P)	SF	1,300	\$ 100.00	\$ 130,000.00	\$ 60.00	\$ 78,000.00
	P-101-3	REMOVE AND REPLACE EXISTING JOINT SEALANT	LF	11,000	\$ 6.00	\$ 66,000.00	\$ 4.95	\$ 54,450.00
	P-101-4	REMOVE AND REPLACE PATCH (R & RP)	SF	50	\$ 150.00	\$ 7,500.00	\$ 195.00	\$ 9,750.00
	P-501-1	COMPLETE SLAB REPLACEMENT (SR)	SF	1,000	\$ 25.00	\$ 25,000.00	\$ 27.00	\$ 27,000.00
						\$ 341,100.00	\$ 238,625.00	
<b>ADDITIVE ALTERNATE 9 - SLABS 3259 TO M21</b>								
	C-100-1	CONTRACTOR QUALITY CONTROL PROGRAM	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 28,500.00	\$ 28,500.00
	C-105-1	MOBILIZATION	LS	1	\$ 30,100.00	\$ 30,100.00	\$ 16,500.00	\$ 16,500.00
	M-020-1	TIE DOWN ANCHORS, NEW	EA	25	\$ 2,000.00	\$ 50,000.00	\$ 650.00	\$ 16,250.00
	P-101-1	ROTARY-RANDOM SAW AND SEAL (RRS / S)	LF	1,500	\$ 15.00	\$ 22,500.00	\$ 5.45	\$ 8,175.00
	P-101-2	SAW CUT, REMOVE UNSOUND CONCRETE AND PATCH, FULL DEPTH (SRUC & P)	SF	1,300	\$ 100.00	\$ 130,000.00	\$ 60.00	\$ 78,000.00
	P-101-3	REMOVE AND REPLACE EXISTING JOINT SEALANT	LF	11,000	\$ 6.00	\$ 66,000.00	\$ 4.95	\$ 54,450.00
	P-101-4	REMOVE AND REPLACE PATCH (R & RP)	SF	50	\$ 150.00	\$ 7,500.00	\$ 195.00	\$ 9,750.00
	P-501-1	COMPLETE SLAB REPLACEMENT (SR)	SF	1,000	\$ 25.00	\$ 25,000.00	\$ 27.00	\$ 27,000.00
						\$ 341,100.00	\$ 238,625.00	
<b>ADDITIVE ALTERNATE 10 - SLABS L1 TO X21</b>								
	C-100-1	CONTRACTOR QUALITY CONTROL PROGRAM	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 28,500.00	\$ 28,500.00
	C-105-1	MOBILIZATION	LS	1	\$ 30,100.00	\$ 30,100.00	\$ 16,500.00	\$ 16,500.00
	M-020-1	TIE DOWN ANCHORS, NEW	EA	25	\$ 2,000.00	\$ 50,000.00	\$ 650.00	\$ 16,250.00
	P-101-1	ROTARY-RANDOM SAW AND SEAL (RRS / S)	LF	1,500	\$ 15.00	\$ 22,500.00	\$ 5.45	\$ 8,175.00
	P-101-2	SAW CUT, REMOVE UNSOUND CONCRETE AND PATCH, FULL DEPTH (SRUC & P)	SF	1,300	\$ 100.00	\$ 130,000.00	\$ 60.00	\$ 78,000.00
	P-101-3	REMOVE AND REPLACE EXISTING JOINT SEALANT	LF	11,000	\$ 6.00	\$ 66,000.00	\$ 4.95	\$ 54,450.00
	P-101-4	REMOVE AND REPLACE PATCH (R & RP)	SF	50	\$ 150.00	\$ 7,500.00	\$ 195.00	\$ 9,750.00
	P-501-1	COMPLETE SLAB REPLACEMENT (SR)	SF	1,000	\$ 25.00	\$ 25,000.00	\$ 27.00	\$ 27,000.00
						\$ 341,100.00	\$ 238,625.00	
<b>ADDITIVE ALTERNATE 11 - SLABS W1 TO *F21</b>								
	C-100-1	CONTRACTOR QUALITY CONTROL PROGRAM	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 28,500.00	\$ 28,500.00
	C-105-1	MOBILIZATION	LS	1	\$ 30,100.00	\$ 30,100.00	\$ 16,500.00	\$ 16,500.00
	M-020-1	TIE DOWN ANCHORS, NEW	EA	25	\$ 2,000.00	\$ 50,000.00	\$ 650.00	\$ 16,250.00
	P-101-1	ROTARY-RANDOM SAW AND SEAL (RRS / S)	LF	1,500	\$ 15.00	\$ 22,500.00	\$ 5.45	\$ 8,175.00
	P-101-2	SAW CUT, REMOVE UNSOUND CONCRETE AND PATCH, FULL DEPTH (SRUC & P)	SF	1,300	\$ 100.00	\$ 130,000.00	\$ 60.00	\$ 78,000.00
	P-101-3	REMOVE AND REPLACE EXISTING JOINT SEALANT	LF	11,000	\$ 6.00	\$ 66,000.00	\$ 4.95	\$ 54,450.00
	P-101-4	REMOVE AND REPLACE PATCH (R & RP)	SF	50	\$ 150.00	\$ 7,500.00	\$ 195.00	\$ 9,750.00
	P-501-1	COMPLETE SLAB REPLACEMENT (SR)	SF	1,000	\$ 25.00	\$ 25,000.00	\$ 27.00	\$ 27,000.00
						\$ 341,100.00	\$ 238,625.00	

**BID TABULATION  
APRON REHABILITATION  
APALACHICOLA REGIONAL AIRPORT  
BIDS OPENED MAY 3, 2022**

ITEM NUMBER	BID ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE		PETTIBONE CONCRETE CONST.	
					UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL
<b>ADDITIVE ALTERNATE 12 - SLABS F1B TO *79</b>								
	C-100-1	CONTRACTOR QUALITY CONTROL PROGRAM	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 28,500.00	\$ 28,500.00
	C-105-1	MOBILIZATION	LS	1	\$ 30,100.00	\$ 30,100.00	\$ 16,500.00	\$ 16,500.00
	M-020-1	TIE DOWN ANCHORS, NEW	EA	25	\$ 2,000.00	\$ 50,000.00	\$ 650.00	\$ 16,250.00
	P-101-1	ROTARY-RANDOM SAW AND SEAL (RRS / S)	LF	1,500	\$ 15.00	\$ 22,500.00	\$ 5.45	\$ 8,175.00
	P-101-2	SAW CUT, REMOVE UNSOUND CONCRETE AND PATCH, FULL DEPTH (SRUC & P)	SF	1,300	\$ 100.00	\$ 130,000.00	\$ 60.00	\$ 78,000.00
	P-101-3	REMOVE AND REPLACE EXISTING JOINT SEALANT	LF	11,000	\$ 6.00	\$ 66,000.00	\$ 4.95	\$ 54,450.00
	P-101-4	REMOVE AND REPLACE PATCH (R & RP)	SF	50	\$ 150.00	\$ 7,500.00	\$ 195.00	\$ 9,750.00
	P-501-1	COMPLETE SLAB REPLACEMENT (SR)	SF	1,000	\$ 25.00	\$ 25,000.00	\$ 27.00	\$ 27,000.00
						\$ 341,100.00	\$	\$ 238,625.00



May 13, 2022

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

**Reference: Tabulation of Bids and Recommendation of Award  
Apron Rehabilitation  
Apalachicola Regional Airport, Franklin County, Florida**

Dear Mr. Morón:

On Tuesday, May 3, 2022 at 9:30 a.m. local time, bids were opened at the regularly scheduled Franklin County Board of County Commissioners meeting for the Apron Rehabilitation project at the Apalachicola Regional Airport. One (1) bid was received, and a tabulation of the bid is enclosed herein as **Attachment A** for your reference. The respective bid amounts are summarized as follows:

<b>Bid Alternate</b>	<b>Pettibone Concrete Construction, Inc.</b>	<b>Engineer's Estimate</b>
Base Bid	\$ 248,693.25	\$ 409,866.50
Additive Alternate No. 1	\$ 287,821.50	\$ 466,555.00
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We have reviewed the scope of work with Pettibone Concrete Construction, Inc. (Pettibone) and have confirmed their understanding of the project. Pettibone has provided similar concrete apron rehabilitation services at the Apalachicola Regional Airport as part of the Rehabilitate Airfield Pavements project in 2018, specializes in airfield concrete pavement construction, and appears to meet the contractor qualification requirements in the Instructions to Bidders.

**Mr. Michael Morón**

**May 13, 2022**

**Page 2 of 2**

The County has available \$1,730,111 in grants funds for construction. Based on this funding, it appears the County can award the Base Bid and Additive Alternates 1 through 5 with a total award amount of \$1,601,611.00. This award allows for a construction contingency of \$128,500 which would be available to address unforeseen conditions during construction, or can be used to authorize additional work near the end of construction if the construction contingency is not needed.

The bid amount submitted by Pettibone is approximately 34% below the engineer's estimate. We discussed this difference with the bidder and they confirmed their bid amount and their ability to successfully execute this project.

Notwithstanding the County's final review of the complete project documents and legal review of bid forms, we recommend the County award the Base Bid and Additive Alternates 1 through 5 for the Apron Rehabilitation project to Pettibone Concrete Construction, Inc. at the bid amount of \$1,601,611.00, subject to concurrence by the FDOT.

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

Sincerely,

**AVCON, INC.**



John Collins, P.E.  
Senior Project Manager

Enclosures as identified above

**BID TABULATION  
APRON REHABILITATION  
APALACHICOLA REGIONAL AIRPORT  
BIDS OPENED MAY 3, 2022**

ITEM NUMBER	BID ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE		PETTIBONE CONCRETE CONST.	
					UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL
<b>BASE BID - SLABS 927 TO 1252</b>								
	C-100-1	CONTRACTOR QUALITY CONTROL PROGRAM	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 28,500.00	\$ 28,500.00
	C-105-1	MOBILIZATION	LS	1	\$ 36,351.50	\$ 36,351.50	\$ 16,500.00	\$ 16,500.00
	M-020-1	TIE DOWN ANCHORS, NEW	EA	75	\$ 2,000.00	\$ 150,000.00	\$ 650.00	\$ 48,750.00
	P-101-1	ROTARY-RANDOM SAW AND SEAL (RRS / S)	LF	1,545	\$ 15.00	\$ 23,175.00	\$ 5.45	\$ 8,420.25
	P-101-2	SAW CUT, REMOVE UNSOUND CONCRETE AND PATCH, FULL DEPTH (SRUC & P)	SF	875	\$ 100.00	\$ 87,500.00	\$ 60.00	\$ 52,500.00
	P-101-3	REMOVE AND REPLACE EXISTING JOINT SEALANT	LF	11,140	\$ 6.00	\$ 66,840.00	\$ 4.95	\$ 55,143.00
	P-501-1	COMPLETE SLAB REPLACEMENT (SR)	SF	1,440	\$ 25.00	\$ 36,000.00	\$ 27.00	\$ 38,880.00
						\$ 409,866.50	\$ 248,693.25	

**ADDITIVE ALTERNATE 1 - SLABS 1253 TO 1578**

	C-100-1	CONTRACTOR QUALITY CONTROL PROGRAM	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 28,500.00	\$ 28,500.00
	C-105-1	MOBILIZATION	LS	1	\$ 41,505.00	\$ 41,505.00	\$ 16,500.00	\$ 16,500.00
	M-020-1	TIE DOWN ANCHORS, NEW	EA	75	\$ 2,000.00	\$ 150,000.00	\$ 650.00	\$ 48,750.00
	P-101-1	ROTARY-RANDOM SAW AND SEAL (RRS / S)	LF	1,470	\$ 15.00	\$ 22,050.00	\$ 5.45	\$ 8,011.50
	P-101-2	SAW CUT, REMOVE UNSOUND CONCRETE AND PATCH, FULL DEPTH (SRUC & P)	SF	1,275	\$ 100.00	\$ 127,500.00	\$ 60.00	\$ 76,500.00
	P-101-3	REMOVE AND REPLACE EXISTING JOINT SEALANT	LF	11,000	\$ 6.00	\$ 66,000.00	\$ 4.95	\$ 54,450.00
	P-101-4	REMOVE AND REPLACE PATCH (R & RP)	SF	50	\$ 150.00	\$ 7,500.00	\$ 195.00	\$ 9,750.00
	P-501-1	COMPLETE SLAB REPLACEMENT (SR)	SF	1,680	\$ 25.00	\$ 42,000.00	\$ 27.00	\$ 45,360.00
						\$ 466,555.00	\$ 287,821.50	

**ADDITIVE ALTERNATE 2 - SLABS 631 TO 926**

	C-100-1	CONTRACTOR QUALITY CONTROL PROGRAM	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 28,500.00	\$ 28,500.00
	C-105-1	MOBILIZATION	LS	1	\$ 38,440.00	\$ 38,440.00	\$ 16,500.00	\$ 16,500.00
	M-020-1	TIE DOWN ANCHORS, NEW	EA	75	\$ 2,000.00	\$ 150,000.00	\$ 650.00	\$ 48,750.00
	P-101-1	ROTARY-RANDOM SAW AND SEAL (RRS / S)	LF	1,560	\$ 15.00	\$ 23,400.00	\$ 5.45	\$ 8,502.00
	P-101-2	SAW CUT, REMOVE UNSOUND CONCRETE AND PATCH, FULL DEPTH (SRUC & P)	SF	700	\$ 100.00	\$ 70,000.00	\$ 60.00	\$ 42,000.00
	P-101-3	REMOVE AND REPLACE EXISTING JOINT SEALANT	LF	11,000	\$ 6.00	\$ 66,000.00	\$ 4.95	\$ 54,450.00
	P-101-4	REMOVE AND REPLACE PATCH (R & RP)	SF	100	\$ 150.00	\$ 15,000.00	\$ 195.00	\$ 19,500.00
	P-501-1	COMPLETE SLAB REPLACEMENT (SR)	SF	2,400	\$ 25.00	\$ 60,000.00	\$ 21.00	\$ 50,400.00
						\$ 432,840.00	\$ 268,602.00	

**ADDITIVE ALTERNATE 3 - SLABS 318 TO 630**

	C-100-1	CONTRACTOR QUALITY CONTROL PROGRAM	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 28,500.00	\$ 28,500.00
	C-105-1	MOBILIZATION	LS	1	\$ 27,475.00	\$ 27,475.00	\$ 16,500.00	\$ 16,500.00
	M-020-1	TIE DOWN ANCHORS, NEW	EA	75	\$ 2,000.00	\$ 150,000.00	\$ 650.00	\$ 48,750.00
	P-101-1	ROTARY-RANDOM SAW AND SEAL (RRS / S)	LF	1,650	\$ 15.00	\$ 24,750.00	\$ 5.45	\$ 8,992.50
	P-101-2	SAW CUT, REMOVE UNSOUND CONCRETE AND PATCH, FULL DEPTH (SRUC & P)	SF	340	\$ 100.00	\$ 34,000.00	\$ 200.00	\$ 68,000.00
	P-101-3	REMOVE AND REPLACE EXISTING JOINT SEALANT	LF	11,000	\$ 6.00	\$ 66,000.00	\$ 4.95	\$ 54,450.00
						\$ 312,225.00	\$ 225,192.50	

**BID TABULATION  
APRON REHABILITATION  
APALACHICOLA REGIONAL AIRPORT  
BIDS OPENED MAY 3, 2022**

ITEM NUMBER	BID ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE		PETTIBONE CONCRETE CONST.	
					UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL
<b>ADDITIVE ALTERNATE 4 - SLABS 1 TO 317</b>								
	C-100-1	CONTRACTOR QUALITY CONTROL PROGRAM	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 28,500.00	\$ 28,500.00
	C-105-1	MOBILIZATION	LS	1	\$ 17,475.00	\$ 17,475.00	\$ 16,500.00	\$ 16,500.00
	M-020-1	TIE DOWN ANCHORS, NEW	EA	25	\$ 2,000.00	\$ 50,000.00	\$ 650.00	\$ 16,250.00
	P-101-1	ROTARY-RANDOM SAW AND SEAL (RRS / S)	LF	1,650	\$ 15.00	\$ 24,750.00	\$ 5.45	\$ 8,992.50
	P-101-2	SAW CUT, REMOVE UNSOUND CONCRETE AND PATCH, FULL DEPTH (SRUC & P)	SF	340	\$ 100.00	\$ 34,000.00	\$ 60.00	\$ 20,400.00
	P-101-3	REMOVE AND REPLACE EXISTING JOINT SEALANT	LF	11,000	\$ 6.00	\$ 66,000.00	\$ 4.95	\$ 54,450.00
						\$ 202,225.00	\$	145,092.50

<b>ADDITIVE ALTERNATE 5 - SLABS 1601 TO 2247</b>								
	C-100-1	CONTRACTOR QUALITY CONTROL PROGRAM	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 28,500.00	\$ 28,500.00
	C-105-1	MOBILIZATION	LS	1	\$ 22,347.50	\$ 22,347.50	\$ 16,500.00	\$ 16,500.00
	M-020-1	TIE DOWN ANCHORS, NEW	EA	25	\$ 2,000.00	\$ 50,000.00	\$ 650.00	\$ 16,250.00
	P-101-1	ROTARY-RANDOM SAW AND SEAL (RRS / S)	LF	1,665	\$ 15.00	\$ 24,975.00	\$ 5.45	\$ 9,074.25
	P-101-2	SAW CUT, REMOVE UNSOUND CONCRETE AND PATCH, FULL DEPTH (SRUC & P)	SF	525	\$ 100.00	\$ 52,500.00	\$ 60.00	\$ 31,500.00
	P-101-3	REMOVE AND REPLACE EXISTING JOINT SEALANT	LF	11,000	\$ 6.00	\$ 66,000.00	\$ 4.95	\$ 54,450.00
	P-501-1	COMPLETE SLAB REPLACEMENT (SR)	SF	1,200	\$ 25.00	\$ 30,000.00	\$ 27.00	\$ 32,400.00
						\$ 255,822.50	\$	188,674.25

<b>ADDITIVE ALTERNATE 6 - SLABS 2248 TO 2603</b>								
	C-100-1	CONTRACTOR QUALITY CONTROL PROGRAM	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 28,500.00	\$ 28,500.00
	C-105-1	MOBILIZATION	LS	1	\$ 30,100.00	\$ 30,100.00	\$ 16,500.00	\$ 16,500.00
	M-020-1	TIE DOWN ANCHORS, NEW	EA	25	\$ 2,000.00	\$ 50,000.00	\$ 650.00	\$ 16,250.00
	P-101-1	ROTARY-RANDOM SAW AND SEAL (RRS / S)	LF	1,300	\$ 15.00	\$ 19,500.00	\$ 5.45	\$ 7,085.00
	P-101-2	SAW CUT, REMOVE UNSOUND CONCRETE AND PATCH, FULL DEPTH (SRUC & P)	SF	1,300	\$ 100.00	\$ 130,000.00	\$ 60.00	\$ 78,000.00
	P-101-3	REMOVE AND REPLACE EXISTING JOINT SEALANT	LF	11,000	\$ 6.00	\$ 66,000.00	\$ 4.95	\$ 54,450.00
	P-101-4	REMOVE AND REPLACE PATCH (R & RP)	SF	50	\$ 150.00	\$ 7,500.00	\$ 195.00	\$ 9,750.00
	P-501-1	COMPLETE SLAB REPLACEMENT (SR)	SF	1,000	\$ 25.00	\$ 25,000.00	\$ 27.00	\$ 27,000.00
						\$ 338,100.00	\$	237,535.00

<b>ADDITIVE ALTERNATE 7 - SLABS 2604 TO 2940</b>								
	C-100-1	CONTRACTOR QUALITY CONTROL PROGRAM	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 28,500.00	\$ 28,500.00
	C-105-1	MOBILIZATION	LS	1	\$ 30,100.00	\$ 30,100.00	\$ 16,500.00	\$ 16,500.00
	M-020-1	TIE DOWN ANCHORS, NEW	EA	25	\$ 2,000.00	\$ 50,000.00	\$ 650.00	\$ 16,250.00
	P-101-1	ROTARY-RANDOM SAW AND SEAL (RRS / S)	LF	1,500	\$ 15.00	\$ 22,500.00	\$ 5.45	\$ 8,175.00
	P-101-2	SAW CUT, REMOVE UNSOUND CONCRETE AND PATCH, FULL DEPTH (SRUC & P)	SF	1,300	\$ 100.00	\$ 130,000.00	\$ 60.00	\$ 78,000.00
	P-101-3	REMOVE AND REPLACE EXISTING JOINT SEALANT	LF	11,000	\$ 6.00	\$ 66,000.00	\$ 4.95	\$ 54,450.00
	P-101-4	REMOVE AND REPLACE PATCH (R & RP)	SF	50	\$ 150.00	\$ 7,500.00	\$ 195.00	\$ 9,750.00
	P-501-1	COMPLETE SLAB REPLACEMENT (SR)	SF	1,000	\$ 25.00	\$ 25,000.00	\$ 27.00	\$ 27,000.00
						\$ 341,100.00	\$	238,625.00

**BID TABULATION  
APRON REHABILITATION  
APALACHICOLA REGIONAL AIRPORT  
BIDS OPENED MAY 3, 2022**

ITEM NUMBER	BID ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE		PETTIBONE CONCRETE CONST.	
					UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL
<b>ADDITIVE ALTERNATE 8 - SLABS 2941 TO 3258</b>								
	C-100-1	CONTRACTOR QUALITY CONTROL PROGRAM	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 28,500.00	\$ 28,500.00
	C-105-1	MOBILIZATION	LS	1	\$ 30,100.00	\$ 30,100.00	\$ 16,500.00	\$ 16,500.00
	M-020-1	TIE DOWN ANCHORS, NEW	EA	25	\$ 2,000.00	\$ 50,000.00	\$ 650.00	\$ 16,250.00
	P-101-1	ROTARY-RANDOM SAW AND SEAL (RRS / S)	LF	1,500	\$ 15.00	\$ 22,500.00	\$ 5.45	\$ 8,175.00
	P-101-2	SAW CUT, REMOVE UNSOUND CONCRETE AND PATCH, FULL DEPTH (SRUC & P)	SF	1,300	\$ 100.00	\$ 130,000.00	\$ 60.00	\$ 78,000.00
	P-101-3	REMOVE AND REPLACE EXISTING JOINT SEALANT	LF	11,000	\$ 6.00	\$ 66,000.00	\$ 4.95	\$ 54,450.00
	P-101-4	REMOVE AND REPLACE PATCH (R & RP)	SF	50	\$ 150.00	\$ 7,500.00	\$ 195.00	\$ 9,750.00
	P-501-1	COMPLETE SLAB REPLACEMENT (SR)	SF	1,000	\$ 25.00	\$ 25,000.00	\$ 27.00	\$ 27,000.00
						\$ 341,100.00	\$ 238,625.00	
<b>ADDITIVE ALTERNATE 9 - SLABS 3259 TO M21</b>								
	C-100-1	CONTRACTOR QUALITY CONTROL PROGRAM	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 28,500.00	\$ 28,500.00
	C-105-1	MOBILIZATION	LS	1	\$ 30,100.00	\$ 30,100.00	\$ 16,500.00	\$ 16,500.00
	M-020-1	TIE DOWN ANCHORS, NEW	EA	25	\$ 2,000.00	\$ 50,000.00	\$ 650.00	\$ 16,250.00
	P-101-1	ROTARY-RANDOM SAW AND SEAL (RRS / S)	LF	1,500	\$ 15.00	\$ 22,500.00	\$ 5.45	\$ 8,175.00
	P-101-2	SAW CUT, REMOVE UNSOUND CONCRETE AND PATCH, FULL DEPTH (SRUC & P)	SF	1,300	\$ 100.00	\$ 130,000.00	\$ 60.00	\$ 78,000.00
	P-101-3	REMOVE AND REPLACE EXISTING JOINT SEALANT	LF	11,000	\$ 6.00	\$ 66,000.00	\$ 4.95	\$ 54,450.00
	P-101-4	REMOVE AND REPLACE PATCH (R & RP)	SF	50	\$ 150.00	\$ 7,500.00	\$ 195.00	\$ 9,750.00
	P-501-1	COMPLETE SLAB REPLACEMENT (SR)	SF	1,000	\$ 25.00	\$ 25,000.00	\$ 27.00	\$ 27,000.00
						\$ 341,100.00	\$ 238,625.00	
<b>ADDITIVE ALTERNATE 10 - SLABS L1 TO X21</b>								
	C-100-1	CONTRACTOR QUALITY CONTROL PROGRAM	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 28,500.00	\$ 28,500.00
	C-105-1	MOBILIZATION	LS	1	\$ 30,100.00	\$ 30,100.00	\$ 16,500.00	\$ 16,500.00
	M-020-1	TIE DOWN ANCHORS, NEW	EA	25	\$ 2,000.00	\$ 50,000.00	\$ 650.00	\$ 16,250.00
	P-101-1	ROTARY-RANDOM SAW AND SEAL (RRS / S)	LF	1,500	\$ 15.00	\$ 22,500.00	\$ 5.45	\$ 8,175.00
	P-101-2	SAW CUT, REMOVE UNSOUND CONCRETE AND PATCH, FULL DEPTH (SRUC & P)	SF	1,300	\$ 100.00	\$ 130,000.00	\$ 60.00	\$ 78,000.00
	P-101-3	REMOVE AND REPLACE EXISTING JOINT SEALANT	LF	11,000	\$ 6.00	\$ 66,000.00	\$ 4.95	\$ 54,450.00
	P-101-4	REMOVE AND REPLACE PATCH (R & RP)	SF	50	\$ 150.00	\$ 7,500.00	\$ 195.00	\$ 9,750.00
	P-501-1	COMPLETE SLAB REPLACEMENT (SR)	SF	1,000	\$ 25.00	\$ 25,000.00	\$ 27.00	\$ 27,000.00
						\$ 341,100.00	\$ 238,625.00	
<b>ADDITIVE ALTERNATE 11 - SLABS W1 TO *F21</b>								
	C-100-1	CONTRACTOR QUALITY CONTROL PROGRAM	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 28,500.00	\$ 28,500.00
	C-105-1	MOBILIZATION	LS	1	\$ 30,100.00	\$ 30,100.00	\$ 16,500.00	\$ 16,500.00
	M-020-1	TIE DOWN ANCHORS, NEW	EA	25	\$ 2,000.00	\$ 50,000.00	\$ 650.00	\$ 16,250.00
	P-101-1	ROTARY-RANDOM SAW AND SEAL (RRS / S)	LF	1,500	\$ 15.00	\$ 22,500.00	\$ 5.45	\$ 8,175.00
	P-101-2	SAW CUT, REMOVE UNSOUND CONCRETE AND PATCH, FULL DEPTH (SRUC & P)	SF	1,300	\$ 100.00	\$ 130,000.00	\$ 60.00	\$ 78,000.00
	P-101-3	REMOVE AND REPLACE EXISTING JOINT SEALANT	LF	11,000	\$ 6.00	\$ 66,000.00	\$ 4.95	\$ 54,450.00
	P-101-4	REMOVE AND REPLACE PATCH (R & RP)	SF	50	\$ 150.00	\$ 7,500.00	\$ 195.00	\$ 9,750.00
	P-501-1	COMPLETE SLAB REPLACEMENT (SR)	SF	1,000	\$ 25.00	\$ 25,000.00	\$ 27.00	\$ 27,000.00
						\$ 341,100.00	\$ 238,625.00	

**BID TABULATION  
APRON REHABILITATION  
APALACHICOLA REGIONAL AIRPORT  
BIDS OPENED MAY 3, 2022**

ITEM NUMBER	BID ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE		PETTIBONE CONCRETE CONST.	
					UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL
<b>ADDITIVE ALTERNATE 12 - SLABS F1B TO *79</b>								
	C-100-1	CONTRACTOR QUALITY CONTROL PROGRAM	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 28,500.00	\$ 28,500.00
	C-105-1	MOBILIZATION	LS	1	\$ 30,100.00	\$ 30,100.00	\$ 16,500.00	\$ 16,500.00
	M-020-1	TIE DOWN ANCHORS, NEW	EA	25	\$ 2,000.00	\$ 50,000.00	\$ 650.00	\$ 16,250.00
	P-101-1	ROTARY-RANDOM SAW AND SEAL (RRS / S)	LF	1,500	\$ 15.00	\$ 22,500.00	\$ 5.45	\$ 8,175.00
	P-101-2	SAW CUT, REMOVE UNSOUND CONCRETE AND PATCH, FULL DEPTH (SRUC & P)	SF	1,300	\$ 100.00	\$ 130,000.00	\$ 60.00	\$ 78,000.00
	P-101-3	REMOVE AND REPLACE EXISTING JOINT SEALANT	LF	11,000	\$ 6.00	\$ 66,000.00	\$ 4.95	\$ 54,450.00
	P-101-4	REMOVE AND REPLACE PATCH (R & RP)	SF	50	\$ 150.00	\$ 7,500.00	\$ 195.00	\$ 9,750.00
	P-501-1	COMPLETE SLAB REPLACEMENT (SR)	SF	1,000	\$ 25.00	\$ 25,000.00	\$ 27.00	\$ 27,000.00
						\$ 341,100.00	\$ 238,625.00	

**FLORIDA DEPARTMENT OF CORRECTIONS'  
INTERAGENCY/PUBLIC WORKS AGREEMENT  
(LOCAL AGREEMENT)**

This Local Agreement made and entered into this 23rd day of April 2022, by and between the State of Florida, Department of Corrections, through its institution/facility, Franklin Correctional Institution (hereinafter referred to as "Department"), and the Franklin County Mosquito Control, (hereinafter referred to as "Agency"), is done so in accordance with section 946.40, Florida Statutes (F.S.) and Rule 33-601.201, Inmate Work Program, and 33-601.202, Use of Inmates in Public Works, Florida Administrative Code (F.A.C.).

Work performed under this Local Agreement is determined to be value added or cost savings as defined in the Community Work Squad Manual (check one).

X Value Added                      \_\_\_\_\_ Cost Savings

**I. TERM/RENEWAL**

- A. The Agreement shall begin on the date of the last signature by all parties, and shall end at midnight three (3) years from the last date of signature by all parties.
- B. This Agreement may be renewed for one additional three (3) year period after the initial agreement period upon the same terms and conditions contained herein. The Agreement renewal is at the Agency's initiative with the concurrence of the Department. The Agency's decision to exercise the option to renew should be made no later than 60 calendar days prior to the expiration.

**II. FINANCIAL OBLIGATIONS**

The Department and the Agency acknowledge that this Local Agreement is not intended to create financial obligations between the parties. However, in the event that costs are incurred as a result of either or both of the parties performing their duties or responsibilities under this Local Agreement, each party agrees to be responsible for their own costs.

**III. DEPARTMENT'S RESPONSIBILITIES**

The Department agrees to provide, or is responsible for, those items delineated by placement of an "X" in the space located to the left of the corresponding number. Items for which the Department is not responsible shall be marked "N/A" to the left of the number.

- X 1. Screen inmates for the work to be performed in order to assign inmates who do not present a danger to property or persons.
- X 2. Provide up to 10 inmates each workday for the period of the Local Agreement. Community custody (     ); Minimum custody (     ); Both (X).
- N/A 3. Provide Correctional Officer supervision of the work squad while performing work under this Local Agreement.
- N/A 4. Provide \_\_\_\_\_ vehicle(s) and \_\_\_\_\_ Correctional Officer(s) each workday to transport inmates to and from the work site.
- X 5. Provide food and drinks for inmate lunches.
- N/A 6. Provide drinking water for inmates.

- X 7. Apprehend escapees and handle problem inmates.
- X 8. Provide transportation from the work site to the correctional facility for inmates who refuse to work, become unable to work, or cause a disruption in the work schedule.
- X 9. Administer all disciplinary action to be taken against inmate(s) for infractions committed while performing work under this agreement.
- X 10. Provide for medical treatment of ill or injured inmates and transportation of such inmates.
- X 11. Conduct a background check, which includes a criminal history check, and obtain approval from the Department's Agreement Manager, or designee prior to authorizing Non-Department Supervisors to participate in training to supervise inmates.
- X 12. Provide orientation and training to Non-Department Supervisor(s) approved to supervise inmates prior to their assuming supervisory responsibility of an inmate work squad. Training will be in accordance with the Department's guidelines for Non-Department Supervision of Inmates and will include annual refresher training during each successive year of supervision by the Non-Department Supervisor.
- X 13. Notify the Agency in the event that an Agency employee fails to provide proper supervision of inmate(s).
- X 14. Provide inmates with all personal items of clothing appropriate for the season of the year.
- X 15. Have inmates ready for transportation/work at the appropriate times regardless of temperature or inclement weather, unless notified by the Agency of suspended work operations, or when the Department determines that a work squad should not check out or should be re-directed.
- N/A 16. Provide a First Aid Kit and Blood Borne Pathogens Personal Protective Kit to each work squad.
- X 17. Orient each inmate in the use of equipment regardless of the inmate's claim to have had prior experience in the use of gasoline or electrically powered equipment before allowing the inmate to use it. Utilize "Inmate Safety Training Documentation," DC2-569, to document that the inmate has had the training. This report shall be kept on file at the contract work site and by the Department's Contract Manager.
- N/A 18. Other. (If provided, shall be Attachment A, incorporated herein by reference and made part of this Agreement.) "Other" special considerations regarding activities of the work squad may be based on work location, etc.

#### IV. AGENCY'S RESPONSIBILITIES

The Agency agrees to provide, or is responsible for, those items delineated by placement of an "X" in the space located to the left of the corresponding number. Items for which the Agency is not responsible shall be marked "N/A" to the left of the number.

- X 1. Provide the Department with a schedule of hours that inmates will work in accordance with the established workday for the Agency and the transportation time required. Any deviation from the established schedule will be reported to, and coordinated with, the Department.
- X 2. Provide supervision of inmates in accordance with the Department's rules and regulations while performing work under this Local Agreement. Non-Department Supervisors may supervise Community and Minimum Custody inmates. Each Non-Department Supervisor must successfully pass a background check that includes a criminal history check, and must be approved by the Department's Agreement

- Manager, or designee and complete required orientation/training in the supervision of inmates, prior to assuming supervision.
- X 3. Provide transportation of inmates each workday to and from the work site.
  - X 4. Provide all tools, equipment, materials and safety personal items such as gloves, rubber boots, hard hats, etc., necessary and appropriate for performance of the work under this Local Agreement.
  - X 5. Ensure that licensing or permits are obtained if required for the work to be performed under this Local Agreement. Provide necessary supervision and guidance for projects that require a permit and require technical assistance to complete the project.
  - X 6. Immediately notify the Department in the event of an escape while the inmate is under supervision of the Agency. Report any inappropriate behavior displayed by inmates or any inmate who fails to perform tasks in an acceptable manner.
  - X 7. Complete the "Community Work Squad Activities Report," DC6-239 (to be provided by the Department) daily and submit the form on a weekly basis to the Department.
  - X 8. Report all inmate injuries, regardless of how minor in nature, to the Department as soon as possible. Report any medically related complaints made by an inmate to the Department as soon as practical. In cases of emergency, render first aid, within the scope of the supervisor's medical training, to work squad inmates and provide emergency health care and related assistance to the Department.
  - X 9. Provide inmates with a fifteen-minute rest break in the morning and afternoon. Lunch breaks shall normally begin at Noon and last at least 30 minutes. Ensure inmates are supervised during rest and lunch breaks.
  - X 10. Provide drinking water for inmates.
  - X 11. Require each Non-Department Supervisor approved to supervise inmates and other appropriate staff members, to attend orientation/training in the supervision of inmates prior to assuming supervision of inmates and refresher training annually thereafter. Training will be provided at a Department location. Upon the Department's issuance of a Training Certification Card, the Agency shall require non-department personnel to carry this card when supervising inmate labor.
  - X 12. Ensure that all work assignments/projects utilizing inmates are authorized projects of the municipality, city, county, governmental agency or non-profit organization and that private contractors employed by the Agency do not use inmates as any part of their labor force.
  - X 13. Agency hereby agrees to be liable for, and shall indemnify, defend and hold the Department harmless from all claims, suits, judgments or damages including court costs and attorney's fees arising out of intentional acts, negligence or omissions by the Agency in its supervision of inmates pursuant to this Local Agreement. If the Agency is an agency or subdivision of the State of Florida, this paragraph shall not be interpreted as altering the state's waiver of immunity in tort pursuant to section 768.28, F.S., or to otherwise impose liability on Agency for which it would not otherwise by law be responsible.
  - X 14. Orient each inmate in the use of equipment regardless of whether the inmate claims to have had prior experience in the use of gasoline or electrically powered equipment before allowing the inmate to use it. Utilize "Inmate Safety Training Documentation," DC2-569, to document that the inmate has had the training. This report shall be kept on file at the contract work site and a copy shall be provided to the Department.

- 15. It is the intent of this Local Agreement that the agency/work squad has and maintains communications with the institution at all times. A method of communication (radios, cellular phone, etc.) shall be provided at no cost to the Department. The Agency shall provide a primary method of communication that shall be approved by the Department’s Agreement Manager in writing prior to assignment of the work squad. Dependent upon the method of communication provided, the Agreement Manager may require a secondary or back-up method of communication.

Type of Communication utilized in this Local Agreement: \_\_\_\_\_

- 16. Provide a First Aid Kit and Blood Borne Pathogens Personal Protective Kit to each work squad.
- 17. Ensure that the Work Squad does not work on school property or primary elementary or secondary education institutions where students are present.
- 18. Other. (If provided, shall be Attachment A, incorporated herein by reference and made part of this Agreement.) “Other” special considerations regarding activities of the work squad may be based on work location, etc.

**V. AGREEMENT MANAGEMENT**

**A. Department’s Agreement Manager**

The Field Office Manager of the Correctional Institution represented in this Local Agreement is designated as the Department’s Agreement Manager and is responsible for enforcing performance of the Local Agreement terms and conditions and shall serve as a liaison with the Agency. The title, location, address, and telephone number of the Department’s Agreement Manager for this Local Agreement is:

Title: Warden  
 Location: Franklin Correctional Institution  
 Address: 1760 Highway 67 North  
 Carrabelle, FL 32322  
 Telephone #: 850-697-1394  
 Fax #: 850-697-1108

**B. Community Work Squad Coordinator**

The Assistant Warden designated by the Warden, is responsible for ensuring compliance with the requirements of this Local Agreement.

**C. Department’s Agreement Administrator:**

The title, address, and telephone number of the Department’s Agreement Administrator is:

Contract Administrator  
 Bureau of Procurement  
 Florida Department of Corrections  
 501 South Calhoun St.  
 Tallahassee, Florida 32399-2500  
 Telephone: (850)717-3681  
 Fax: (850)488-7189

D. Agency's Representative

The name, title, address and telephone number of the Agency's Representative is:

Name: Michael Moron  
 Title: County Coordinator, Franklin County Board of County Commissioners  
 Address: 33 Market Street, Suite 203  
 Apalachicola, Fl 32320  
 Telephone #: 850-653-9783 EXT. 155  
 Fax #: 850-653-9799  
 E-mail: michael@franklincountyflorida.com

**VI. CONDITIONS**

A. Records

The Agency agrees to allow the Department and the public access to any documents, papers, letters, or other materials subject to the provisions of chapter 119 and section 945.10, Florida Statutes, made or received by the Agency in conjunction with this Contract. The Agency's refusal to comply with this provision shall constitute sufficient cause for termination of this Contract.

B. Disputes

Any dispute concerning performance of the Contract shall be resolved informally by the Department's Contract Manager. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the Assistant Deputy Secretary of Institutions. The Assistant Deputy Secretary shall decide the dispute, reduce the decision to writing, and deliver a copy to the Agency with a copy to the Department's Contract Administrator and Department's Contract Manager.

C. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, pandemics, insurrections, strikes, or labor disputes.

D. Severability

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted.

E. Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Agency as a result of any discussions with any Department employee. Only those communications which are in writing from the Department's administrative or project staff identified in Section V., AGREEMENT MANAGEMENT, of this Agreement shall be considered as a duly authorized expression on behalf of the Department. Only communications from the Agency that are signed and in writing will be recognized by the Department as duly authorized expressions on behalf of the Agency.

F. No Third Party Beneficiaries

Except as otherwise expressly provided herein, neither this Agreement, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

G. Prison Rape Elimination Act (PREA)

The Agency shall report any violations of the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115, to the Department of Corrections' Agreement Manager.

H. Cooperation with Inspector General

In accordance with section 20.055(5), F.S., the Agency understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

I. Americans with Disabilities Act

The Agency shall comply with the Americans with Disabilities Act. In the event of the Agency's noncompliance with the nondiscrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Agency may be declared ineligible for further Agreements.

## VII. SUSPENSION OR TERMINATION OF LOCAL AGREEMENT

The Department or the Agency may suspend or terminate this Local Agreement, in whole or in part, with immediate written notice to the other party when the interests of the Department or Agency so require.

## VIII. AGREEMENT MODIFICATION

After execution of this agreement, any changes in the information contained in Section III., 2., and Section V., AGREEMENT MANAGEMENT, shall be provided to the other party in writing and a copy of the written notification shall be maintained in the official agreement record.

Modifications to the provisions of this agreement, with the exception of Section III., 2., and Section V., AGREEMENT MANAGEMENT, shall be valid only through execution of a formal agreement amendment.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

**AGENCY:**

Franklin County Mosquito Control

SIGNED BY: \_\_\_\_\_

NAME:

(PRINTED) Michael Moron

TITLE: County Coordinater, Franklin County Board of  
County Commissioners

DATE:

FEID #: 59-6000-612

**DEPARTMENT OF CORRECTIONS**

SIGNED BY:                     *R Conner*                    

NAME:

(PRINTED) Robert Conner

TITLE: **Warden**  
**Department of Corrections**

DATE: *5-11-22*

SIGNED BY: \_\_\_\_\_

NAME:

(PRINTED) Hope E. Gartman

TITLE: **Assistant Deputy Secretary of Institutions**  
**Department of Corrections**

DATE:

**FLORIDA DEPARTMENT OF CORRECTIONS'  
INTERAGENCY/PUBLIC WORKS AGREEMENT  
(LOCAL AGREEMENT)**

This Local Agreement made and entered into this 23rd day of April 2022, by and between the State of Florida, Department of Corrections, through its institution/facility, Franklin Correctional Institution(hereinafter referred to as "Department"), and the Franklin County Park & Recreation, (hereinafter referred to as "Agency"), is done so in accordance with section 946.40, Florida Statutes (F.S.) and Rule 33-601.201, Inmate Work Program, and 33-601.202, Use of Inmates in Public Works, Florida Administrative Code (F.A.C.).

Work performed under this Local Agreement is determined to be value added or cost savings as defined in the Community Work Squad Manual (check one).

X Value Added                      \_\_\_\_\_ Cost Savings

**I. TERM/RENEWAL**

- A. The Agreement shall begin on the date of the last signature by all parties, and shall end at midnight three (3) years from the last date of signature by all parties.
- B. This Agreement may be renewed for one additional three (3) year period after the initial agreement period upon the same terms and conditions contained herein. The Agreement renewal is at the Agency's initiative with the concurrence of the Department. The Agency's decision to exercise the option to renew should be made no later than 60 calendar days prior to the expiration.

**II. FINANCIAL OBLIGATIONS**

The Department and the Agency acknowledge that this Local Agreement is not intended to create financial obligations between the parties. However, in the event that costs are incurred as a result of either or both of the parties performing their duties or responsibilities under this Local Agreement, each party agrees to be responsible for their own costs.

**III. DEPARTMENT'S RESPONSIBILITIES**

The Department agrees to provide, or is responsible for, those items delineated by placement of an "X" in the space located to the left of the corresponding number. Items for which the Department is not responsible shall be marked "N/A" to the left of the number.

- X 1. Screen inmates for the work to be performed in order to assign inmates who do not present a danger to property or persons.
- X 2. Provide up to 6 inmates each workday for the period of the Local Agreement. Community custody (     ); Minimum custody (     ); Both (X).
- N/A 3. Provide Correctional Officer supervision of the work squad while performing work under this Local Agreement.
- N/A 4. Provide \_\_\_\_\_ vehicle(s) and \_\_\_\_\_ Correctional Officer(s) each workday to transport inmates to and from the work site.
- X 5. Provide food and drinks for inmate lunches.
- N/A 6. Provide drinking water for inmates.

- X 7. Apprehend escapees and handle problem inmates.
- X 8. Provide transportation from the work site to the correctional facility for inmates who refuse to work, become unable to work, or cause a disruption in the work schedule.
- X 9. Administer all disciplinary action to be taken against inmate(s) for infractions committed while performing work under this agreement.
- X 10. Provide for medical treatment of ill or injured inmates and transportation of such inmates.
- X 11. Conduct a background check, which includes a criminal history check, and obtain approval from the Department's Agreement Manager, or designee prior to authorizing Non-Department Supervisors to participate in training to supervise inmates.
- X 12. Provide orientation and training to Non-Department Supervisor(s) approved to supervise inmates prior to their assuming supervisory responsibility of an inmate work squad. Training will be in accordance with the Department's guidelines for Non-Department Supervision of Inmates and will include annual refresher training during each successive year of supervision by the Non-Department Supervisor.
- X 13. Notify the Agency in the event that an Agency employee fails to provide proper supervision of inmate(s).
- X 14. Provide inmates with all personal items of clothing appropriate for the season of the year.
- X 15. Have inmates ready for transportation/work at the appropriate times regardless of temperature or inclement weather, unless notified by the Agency of suspended work operations, or when the Department determines that a work squad should not check out or should be re-directed.
- N/A 16. Provide a First Aid Kit and Blood Borne Pathogens Personal Protective Kit to each work squad.
- X 17. Orient each inmate in the use of equipment regardless of the inmate's claim to have had prior experience in the use of gasoline or electrically powered equipment before allowing the inmate to use it. Utilize "Inmate Safety Training Documentation," DC2-569, to document that the inmate has had the training. This report shall be kept on file at the contract work site and by the Department's Contract Manager.
- N/A 18. Other. (If provided, shall be Attachment A, incorporated herein by reference and made part of this Agreement.) "Other" special considerations regarding activities of the work squad may be based on work location, etc.

#### IV. AGENCY'S RESPONSIBILITIES

The Agency agrees to provide, or is responsible for, those items delineated by placement of an "X" in the space located to the left of the corresponding number. Items for which the Agency is not responsible shall be marked "N/A" to the left of the number.

- X 1. Provide the Department with a schedule of hours that inmates will work in accordance with the established workday for the Agency and the transportation time required. Any deviation from the established schedule will be reported to, and coordinated with, the Department.
- X 2. Provide supervision of inmates in accordance with the Department's rules and regulations while performing work under this Local Agreement. Non-Department Supervisors may supervise Community and Minimum Custody inmates. Each Non-Department Supervisor must successfully pass a background check that includes a criminal history check, and must be approved by the Department's Agreement

- Manager, or designee and complete required orientation/training in the supervision of inmates, prior to assuming supervision.
- 3. Provide transportation of inmates each workday to and from the work site.
  - 4. Provide all tools, equipment, materials and safety personal items such as gloves, rubber boots, hard hats, etc., necessary and appropriate for performance of the work under this Local Agreement.
  - 5. Ensure that licensing or permits are obtained if required for the work to be performed under this Local Agreement. Provide necessary supervision and guidance for projects that require a permit and require technical assistance to complete the project.
  - 6. Immediately notify the Department in the event of an escape while the inmate is under supervision of the Agency. Report any inappropriate behavior displayed by inmates or any inmate who fails to perform tasks in an acceptable manner.
  - 7. Complete the "Community Work Squad Activities Report," DC6-239 (to be provided by the Department) daily and submit the form on a weekly basis to the Department.
  - 8. Report all inmate injuries, regardless of how minor in nature, to the Department as soon as possible. Report any medically related complaints made by an inmate to the Department as soon as practical. In cases of emergency, render first aid, within the scope of the supervisor's medical training, to work squad inmates and provide emergency health care and related assistance to the Department.
  - 9. Provide inmates with a fifteen-minute rest break in the morning and afternoon. Lunch breaks shall normally begin at Noon and last at least 30 minutes. Ensure inmates are supervised during rest and lunch breaks.
  - 10. Provide drinking water for inmates.
  - 11. Require each Non-Department Supervisor approved to supervise inmates and other appropriate staff members, to attend orientation/training in the supervision of inmates prior to assuming supervision of inmates and refresher training annually thereafter. Training will be provided at a Department location. Upon the Department's issuance of a Training Certification Card, the Agency shall require non-department personnel to carry this card when supervising inmate labor.
  - 12. Ensure that all work assignments/projects utilizing inmates are authorized projects of the municipality, city, county, governmental agency or non-profit organization and that private contractors employed by the Agency do not use inmates as any part of their labor force.
  - 13. Agency hereby agrees to be liable for, and shall indemnify, defend and hold the Department harmless from all claims, suits, judgments or damages including court costs and attorney's fees arising out of intentional acts, negligence or omissions by the Agency in its supervision of inmates pursuant to this Local Agreement. If the Agency is an agency or subdivision of the State of Florida, this paragraph shall not be interpreted as altering the state's waiver of immunity in tort pursuant to section 768.28, F.S., or to otherwise impose liability on Agency for which it would not otherwise by law be responsible.
  - 14. Orient each inmate in the use of equipment regardless of whether the inmate claims to have had prior experience in the use of gasoline or electrically powered equipment before allowing the inmate to use it. Utilize "Inmate Safety Training Documentation," DC2-569, to document that the inmate has had the training. This report shall be kept on file at the contract work site and a copy shall be provided to the Department.

- X 15. It is the intent of this Local Agreement that the agency/work squad has and maintains communications with the institution at all times. A method of communication (radios, cellular phone, etc.) shall be provided at no cost to the Department. The Agency shall provide a primary method of communication that shall be approved by the Department’s Agreement Manager in writing prior to assignment of the work squad. Dependent upon the method of communication provided, the Agreement Manager may require a secondary or back-up method of communication.

Type of Communication utilized in this Local Agreement:Cell Phone

- X 16. Provide a First Aid Kit and Blood Borne Pathogens Personal Protective Kit to each work squad.
- X 17. Ensure that the Work Squad does not work on school property or primary elementary or secondary education institutions where students are present.
- X 18. Other. (If provided, shall be Attachment A, incorporated herein by reference and made part of this Agreement.) “Other” special considerations regarding activities of the work squad may be based on work location, etc.

### V. AGREEMENT MANAGEMENT

#### A. Department’s Agreement Manager

The Field Office Manager of the Correctional Institution represented in this Local Agreement is designated as the Department’s Agreement Manager and is responsible for enforcing performance of the Local Agreement terms and conditions and shall serve as a liaison with the Agency. The title, location, address, and telephone number of the Department’s Agreement Manager for this Local Agreement is:

Title: Warden  
 Location: Franklin Correctional Institution  
 Address: 1760 Highway 67, North  
               Carrabelle, FL 32322  
 Telephone #: 850-697-1394  
 Fax #: 850-697-1108

#### B. Community Work Squad Coordinator

The Assistant Warden designated by the Warden, is responsible for ensuring compliance with the requirements of this Local Agreement.

#### C. Department’s Agreement Administrator:

The title, address, and telephone number of the Department’s Agreement Administrator is:

Contract Administrator  
 Bureau of Procurement  
 Florida Department of Corrections  
 501 South Calhoun St.  
 Tallahassee, Florida 32399-2500  
 Telephone: (850)717-3681  
 Fax: (850)488-7189

D. Agency's Representative

The name, title, address and telephone number of the Agency's Representative is:

Name: Michael Moron  
 Title: County Coordinator, Franklin County Board of County Commissioners  
 Address: 33 Market St., Suite 203  
 Apalachicola, FL 32320  
 Telephone #: 850-653-9783 EXT. 155  
 Fax #: 850-653-9799  
 E-mail: michael@franklincountyflorida.com

**VI. CONDITIONS**

A. Records

The Agency agrees to allow the Department and the public access to any documents, papers, letters, or other materials subject to the provisions of chapter 119 and section 945.10, Florida Statutes, made or received by the Agency in conjunction with this Contract. The Agency's refusal to comply with this provision shall constitute sufficient cause for termination of this Contract.

B. Disputes

Any dispute concerning performance of the Contract shall be resolved informally by the Department's Contract Manager. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the Assistant Deputy Secretary of Institutions. The Assistant Deputy Secretary shall decide the dispute, reduce the decision to writing, and deliver a copy to the Agency with a copy to the Department's Contract Administrator and Department's Contract Manager.

C. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, pandemics, insurrections, strikes, or labor disputes.

D. Severability

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted.

E. Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Agency as a result of any discussions with any Department employee. Only those communications which are in writing from the Department's administrative or project staff identified in Section V., AGREEMENT MANAGEMENT, of this Agreement shall be considered as a duly authorized expression on behalf of the Department. Only communications from the Agency that are signed and in writing will be recognized by the Department as duly authorized expressions on behalf of the Agency.

F. No Third Party Beneficiaries

Except as otherwise expressly provided herein, neither this Agreement, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

G. Prison Rape Elimination Act (PREA)

The Agency shall report any violations of the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115, to the Department of Corrections' Agreement Manager.

H. Cooperation with Inspector General

In accordance with section 20.055(5), F.S., the Agency understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

I. Americans with Disabilities Act

The Agency shall comply with the Americans with Disabilities Act. In the event of the Agency's noncompliance with the nondiscrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Agency may be declared ineligible for further Agreements.

## **VII. SUSPENSION OR TERMINATION OF LOCAL AGREEMENT**

The Department or the Agency may suspend or terminate this Local Agreement, in whole or in part, with immediate written notice to the other party when the interests of the Department or Agency so require.

## **VIII. AGREEMENT MODIFICATION**

After execution of this agreement, any changes in the information contained in Section III., 2., and Section V., AGREEMENT MANAGEMENT, shall be provided to the other party in writing and a copy of the written notification shall be maintained in the official agreement record.

Modifications to the provisions of this agreement, with the exception of Section III., 2., and Section V., AGREEMENT MANAGEMENT, shall be valid only through execution of a formal agreement amendment.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

**AGENCY:**

Franklin County Parks & Recreation

SIGNED BY: \_\_\_\_\_

NAME:

(PRINTED) Michael Moron

TITLE: County Coordinator, Franklin County Board of  
County Commissioners

DATE:

FEID #: 59-6000612

**DEPARTMENT OF CORRECTIONS**

SIGNED BY:           *Robert Conner*          

NAME:

(PRINTED) Robert Conner

TITLE: **Warden**  
**Department of Corrections**

DATE:

SIGNED BY: \_\_\_\_\_

NAME:

(PRINTED) Hope E. Gartman

TITLE: **Assistant Deputy Secretary of Institutions**  
**Department of Corrections**

DATE:

**FLORIDA DEPARTMENT OF CORRECTIONS'  
INTERAGENCY/PUBLIC WORKS AGREEMENT  
(LOCAL AGREEMENT)**

This Local Agreement made and entered into this 23rd day of April 2022, by and between the State of Florida, Department of Corrections, through its institution/facility, Franklin Correctional Institution (hereinafter referred to as "Department"), and the Franklin County Road Department, (hereinafter referred to as "Agency"), is done so in accordance with section 946.40, Florida Statutes (F.S.) and Rule 33-601.201, Inmate Work Program, and 33-601.202, Use of Inmates in Public Works, Florida Administrative Code (F.A.C.).

Work performed under this Local Agreement is determined to be value added or cost savings as defined in the Community Work Squad Manual (check one).

X Value Added                      \_\_\_\_\_ Cost Savings

**I. TERM/RENEWAL**

- A. The Agreement shall begin on the date of the last signature by all parties, and shall end at midnight three (3) years from the last date of signature by all parties.
- B. This Agreement may be renewed for one additional three (3) year period after the initial agreement period upon the same terms and conditions contained herein. The Agreement renewal is at the Agency's initiative with the concurrence of the Department. The Agency's decision to exercise the option to renew should be made no later than 60 calendar days prior to the expiration.

**II. FINANCIAL OBLIGATIONS**

The Department and the Agency acknowledge that this Local Agreement is not intended to create financial obligations between the parties. However, in the event that costs are incurred as a result of either or both of the parties performing their duties or responsibilities under this Local Agreement, each party agrees to be responsible for their own costs.

**III. DEPARTMENT'S RESPONSIBILITIES**

The Department agrees to provide, or is responsible for, those items delineated by placement of an "X" in the space located to the left of the corresponding number. Items for which the Department is not responsible shall be marked "N/A" to the left of the number.

- X 1. Screen inmates for the work to be performed in order to assign inmates who do not present a danger to property or persons.
- X 2. Provide up to 24 inmates each workday for the period of the Local Agreement. Community custody (     ); Minimum custody (     ); Both (X).
- N/A 3. Provide Correctional Officer supervision of the work squad while performing work under this Local Agreement.
- N/A 4. Provide \_\_\_\_\_ vehicle(s) and \_\_\_\_\_ Correctional Officer(s) each workday to transport inmates to and from the work site.
- X 5. Provide food and drinks for inmate lunches.
- N/A 6. Provide drinking water for inmates.

- X 7. Apprehend escapees and handle problem inmates.
- X 8. Provide transportation from the work site to the correctional facility for inmates who refuse to work, become unable to work, or cause a disruption in the work schedule.
- X 9. Administer all disciplinary action to be taken against inmate(s) for infractions committed while performing work under this agreement.
- X 10. Provide for medical treatment of ill or injured inmates and transportation of such inmates.
- X 11. Conduct a background check, which includes a criminal history check, and obtain approval from the Department's Agreement Manager, or designee prior to authorizing Non-Department Supervisors to participate in training to supervise inmates.
- X 12. Provide orientation and training to Non-Department Supervisor(s) approved to supervise inmates prior to their assuming supervisory responsibility of an inmate work squad. Training will be in accordance with the Department's guidelines for Non-Department Supervision of Inmates and will include annual refresher training during each successive year of supervision by the Non-Department Supervisor.
- X 13. Notify the Agency in the event that an Agency employee fails to provide proper supervision of inmate(s).
- X 14. Provide inmates with all personal items of clothing appropriate for the season of the year.
- X 15. Have inmates ready for transportation/work at the appropriate times regardless of temperature or inclement weather, unless notified by the Agency of suspended work operations, or when the Department determines that a work squad should not check out or should be re-directed.
- N/A 16. Provide a First Aid Kit and Blood Borne Pathogens Personal Protective Kit to each work squad.
- X 17. Orient each inmate in the use of equipment regardless of the inmate's claim to have had prior experience in the use of gasoline or electrically powered equipment before allowing the inmate to use it. Utilize "Inmate Safety Training Documentation," DC2-569, to document that the inmate has had the training. This report shall be kept on file at the contract work site and by the Department's Contract Manager.
- N/A 18. Other. (If provided, shall be Attachment A, incorporated herein by reference and made part of this Agreement.) "Other" special considerations regarding activities of the work squad may be based on work location, etc.

#### IV. AGENCY'S RESPONSIBILITIES

The Agency agrees to provide, or is responsible for, those items delineated by placement of an "X" in the space located to the left of the corresponding number. Items for which the Agency is not responsible shall be marked "N/A" to the left of the number.

- X 1. Provide the Department with a schedule of hours that inmates will work in accordance with the established workday for the Agency and the transportation time required. Any deviation from the established schedule will be reported to, and coordinated with, the Department.
- X 2. Provide supervision of inmates in accordance with the Department's rules and regulations while performing work under this Local Agreement. Non-Department Supervisors may supervise Community and Minimum Custody inmates. Each Non-Department Supervisor must successfully pass a background check that includes a criminal history check, and must be approved by the Department's Agreement

- Manager, or designee and complete required orientation/training in the supervision of inmates, prior to assuming supervision.
- 3. Provide transportation of inmates each workday to and from the work site.
  - 4. Provide all tools, equipment, materials and safety personal items such as gloves, rubber boots, hard hats, etc., necessary and appropriate for performance of the work under this Local Agreement.
  - 5. Ensure that licensing or permits are obtained if required for the work to be performed under this Local Agreement. Provide necessary supervision and guidance for projects that require a permit and require technical assistance to complete the project.
  - 6. Immediately notify the Department in the event of an escape while the inmate is under supervision of the Agency. Report any inappropriate behavior displayed by inmates or any inmate who fails to perform tasks in an acceptable manner.
  - 7. Complete the "Community Work Squad Activities Report," DC6-239 (to be provided by the Department) daily and submit the form on a weekly basis to the Department.
  - 8. Report all inmate injuries, regardless of how minor in nature, to the Department as soon as possible. Report any medically related complaints made by an inmate to the Department as soon as practical. In cases of emergency, render first aid, within the scope of the supervisor's medical training, to work squad inmates and provide emergency health care and related assistance to the Department.
  - 9. Provide inmates with a fifteen-minute rest break in the morning and afternoon. Lunch breaks shall normally begin at Noon and last at least 30 minutes. Ensure inmates are supervised during rest and lunch breaks.
  - 10. Provide drinking water for inmates.
  - 11. Require each Non-Department Supervisor approved to supervise inmates and other appropriate staff members, to attend orientation/training in the supervision of inmates prior to assuming supervision of inmates and refresher training annually thereafter. Training will be provided at a Department location. Upon the Department's issuance of a Training Certification Card, the Agency shall require non-department personnel to carry this card when supervising inmate labor.
  - 12. Ensure that all work assignments/projects utilizing inmates are authorized projects of the municipality, city, county, governmental agency or non-profit organization and that private contractors employed by the Agency do not use inmates as any part of their labor force.
  - 13. Agency hereby agrees to be liable for, and shall indemnify, defend and hold the Department harmless from all claims, suits, judgments or damages including court costs and attorney's fees arising out of intentional acts, negligence or omissions by the Agency in its supervision of inmates pursuant to this Local Agreement. If the Agency is an agency or subdivision of the State of Florida, this paragraph shall not be interpreted as altering the state's waiver of immunity in tort pursuant to section 768.28, F.S., or to otherwise impose liability on Agency for which it would not otherwise by law be responsible.
  - 14. Orient each inmate in the use of equipment regardless of whether the inmate claims to have had prior experience in the use of gasoline or electrically powered equipment before allowing the inmate to use it. Utilize "Inmate Safety Training Documentation," DC2-569, to document that the inmate has had the training. This report shall be kept on file at the contract work site and a copy shall be provided to the Department.

- X 15. It is the intent of this Local Agreement that the agency/work squad has and maintains communications with the institution at all times. A method of communication (radios, cellular phone, etc.) shall be provided at no cost to the Department. The Agency shall provide a primary method of communication that shall be approved by the Department’s Agreement Manager in writing prior to assignment of the work squad. Dependent upon the method of communication provided, the Agreement Manager may require a secondary or back-up method of communication.

Type of Communication utilized in this Local Agreement: Cell Phone

- X 16. Provide a First Aid Kit and Blood Borne Pathogens Personal Protective Kit to each work squad.
- X 17. Ensure that the Work Squad does not work on school property or primary elementary or secondary education institutions where students are present.
- X 18. Other. (If provided, shall be Attachment A, incorporated herein by reference and made part of this Agreement.) “Other” special considerations regarding activities of the work squad may be based on work location, etc.

**V. AGREEMENT MANAGEMENT**

**A. Department’s Agreement Manager**

The Field Office Manager of the Correctional Institution represented in this Local Agreement is designated as the Department’s Agreement Manager and is responsible for enforcing performance of the Local Agreement terms and conditions and shall serve as a liaison with the Agency. The title, location, address, and telephone number of the Department’s Agreement Manager for this Local Agreement is:

Title: Warden  
 Location: Franklin Correctional Institution  
 Address: 1760 Highway 67 North  
           Carrabelle, Florida 32322  
 Telephone #: 850-697-1394  
 Fax #: 850-697-1108

**B. Community Work Squad Coordinator**

The Assistant Warden designated by the Warden, is responsible for ensuring compliance with the requirements of this Local Agreement.

**C. Department’s Agreement Administrator:**

The title, address, and telephone number of the Department’s Agreement Administrator is:

Contract Administrator  
 Bureau of Procurement  
 Florida Department of Corrections  
 501 South Calhoun St.  
 Tallahassee, Florida 32399-2500  
 Telephone: (850)717-3681  
 Fax: (850)488-7189

D. Agency's Representative

The name, title, address and telephone number of the Agency's Representative is:

Name: Michael Moron  
 Title: County Coordinator, Franklin County Board of County Commissioners  
 Address: 33 Market Street, Suite 203  
 Apalachicola, FL 32320  
 Telephone #: 850-653-9783 EXT 155  
 Fax #: 850-653-9799  
 E-mail: michael@franklincountyflorida.com

## VI. CONDITIONS

A. Records

The Agency agrees to allow the Department and the public access to any documents, papers, letters, or other materials subject to the provisions of chapter 119 and section 945.10, Florida Statutes, made or received by the Agency in conjunction with this Contract. The Agency's refusal to comply with this provision shall constitute sufficient cause for termination of this Contract.

B. Disputes

Any dispute concerning performance of the Contract shall be resolved informally by the Department's Contract Manager. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the Assistant Deputy Secretary of Institutions. The Assistant Deputy Secretary shall decide the dispute, reduce the decision to writing, and deliver a copy to the Agency with a copy to the Department's Contract Administrator and Department's Contract Manager.

C. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, pandemics, insurrections, strikes, or labor disputes.

D. Severability

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted.

E. Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Agency as a result of any discussions with any Department employee. Only those communications which are in writing from the Department's administrative or project staff identified in Section V., AGREEMENT MANAGEMENT, of this Agreement shall be considered as a duly authorized expression on behalf of the Department. Only communications from the Agency that are signed and in writing will be recognized by the Department as duly authorized expressions on behalf of the Agency.

F. No Third Party Beneficiaries

Except as otherwise expressly provided herein, neither this Agreement, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

G. Prison Rape Elimination Act (PREA)

The Agency shall report any violations of the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115, to the Department of Corrections' Agreement Manager.

H. Cooperation with Inspector General

In accordance with section 20.055(5), F.S., the Agency understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

I. Americans with Disabilities Act

The Agency shall comply with the Americans with Disabilities Act. In the event of the Agency's noncompliance with the nondiscrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Agency may be declared ineligible for further Agreements.

## VII. SUSPENSION OR TERMINATION OF LOCAL AGREEMENT

The Department or the Agency may suspend or terminate this Local Agreement, in whole or in part, with immediate written notice to the other party when the interests of the Department or Agency so require.

## VIII. AGREEMENT MODIFICATION

After execution of this agreement, any changes in the information contained in Section III., 2., and Section V., AGREEMENT MANAGEMENT, shall be provided to the other party in writing and a copy of the written notification shall be maintained in the official agreement record.

Modifications to the provisions of this agreement, with the exception of Section III., 2., and Section V., AGREEMENT MANAGEMENT, shall be valid only through execution of a formal agreement amendment.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

**AGENCY:**

Franklin County Road Department, Board of County Commissioners

SIGNED BY: \_\_\_\_\_

NAME:

(PRINTED) Michael Moron

TITLE: County Coordinator, Franklin County Board of County Commissioner

DATE:

FEID #: 59-6000612

**DEPARTMENT OF CORRECTIONS**

SIGNED BY:                     *R. Conner*                    

NAME:

(PRINTED) Robert Conner

TITLE: **Warden**  
**Department of Corrections**

DATE: *5-11-22*

SIGNED BY: \_\_\_\_\_

NAME:

(PRINTED) Hope E. Gartman

TITLE: **Assistant Deputy Secretary of Institutions**  
**Department of Corrections**

DATE:

**FLORIDA DEPARTMENT OF CORRECTIONS'  
INTERAGENCY/PUBLIC WORKS AGREEMENT  
(LOCAL AGREEMENT)**

This Local Agreement made and entered into this 23rd day of April 2022, by and between the State of Florida, Department of Corrections, through its institution/facility, Franklin Correctional Institution(hereinafter referred to as "Department"), and the Franklin County, (hereinafter referred to as "Agency"), is done so in accordance with section 946.40, Florida Statutes (F.S.) and Rule 33-601.201, Inmate Work Program, and 33-601.202, Use of Inmates in Public Works, Florida Administrative Code (F.A.C.).

Work performed under this Local Agreement is determined to be value added or cost savings as defined in the Community Work Squad Manual (check one).

X Value Added                      \_\_\_\_\_ Cost Savings

**I. TERM/RENEWAL**

- A. The Agreement shall begin on the date of the last signature by all parties, and shall end at midnight three (3) years from the last date of signature by all parties.
- B. This Agreement may be renewed for one additional three (3) year period after the initial agreement period upon the same terms and conditions contained herein. The Agreement renewal is at the Agency's initiative with the concurrence of the Department. The Agency's decision to exercise the option to renew should be made no later than 60 calendar days prior to the expiration.

**II. FINANCIAL OBLIGATIONS**

The Department and the Agency acknowledge that this Local Agreement is not intended to create financial obligations between the parties. However, in the event that costs are incurred as a result of either or both of the parties performing their duties or responsibilities under this Local Agreement, each party agrees to be responsible for their own costs.

**III. DEPARTMENT'S RESPONSIBILITIES**

The Department agrees to provide, or is responsible for, those items delineated by placement of an "X" in the space located to the left of the corresponding number. Items for which the Department is not responsible shall be marked "N/A" to the left of the number.

- X 1. Screen inmates for the work to be performed in order to assign inmates who do not present a danger to property or persons.
- X 2. Provide up to 8 inmates each workday for the period of the Local Agreement. Community custody (     ); Minimum custody (     ); Both (X).
- N/A 3. Provide Correctional Officer supervision of the work squad while performing work under this Local Agreement.
- N/A 4. Provide \_\_\_\_\_ vehicle(s) and \_\_\_\_\_ Correctional Officer(s) each workday to transport inmates to and from the work site.
- X 5. Provide food and drinks for inmate lunches.
- N/A 6. Provide drinking water for inmates.

- X 7. Apprehend escapees and handle problem inmates.
- X 8. Provide transportation from the work site to the correctional facility for inmates who refuse to work, become unable to work, or cause a disruption in the work schedule.
- X 9. Administer all disciplinary action to be taken against inmate(s) for infractions committed while performing work under this agreement.
- X 10. Provide for medical treatment of ill or injured inmates and transportation of such inmates.
- X 11. Conduct a background check, which includes a criminal history check, and obtain approval from the Department's Agreement Manager, or designee prior to authorizing Non-Department Supervisors to participate in training to supervise inmates.
- X 12. Provide orientation and training to Non-Department Supervisor(s) approved to supervise inmates prior to their assuming supervisory responsibility of an inmate work squad. Training will be in accordance with the Department's guidelines for Non-Department Supervision of Inmates and will include annual refresher training during each successive year of supervision by the Non-Department Supervisor.
- X 13. Notify the Agency in the event that an Agency employee fails to provide proper supervision of inmate(s).
- X 14. Provide inmates with all personal items of clothing appropriate for the season of the year.
- X 15. Have inmates ready for transportation/work at the appropriate times regardless of temperature or inclement weather, unless notified by the Agency of suspended work operations, or when the Department determines that a work squad should not check out or should be re-directed.
- N/A 16. Provide a First Aid Kit and Blood Borne Pathogens Personal Protective Kit to each work squad.
- X 17. Orient each inmate in the use of equipment regardless of the inmate's claim to have had prior experience in the use of gasoline or electrically powered equipment before allowing the inmate to use it. Utilize "Inmate Safety Training Documentation," DC2-569, to document that the inmate has had the training. This report shall be kept on file at the contract work site and by the Department's Contract Manager.
- N/A 18. Other. (If provided, shall be Attachment A, incorporated herein by reference and made part of this Agreement.) "Other" special considerations regarding activities of the work squad may be based on work location, etc.

#### IV. AGENCY'S RESPONSIBILITIES

The Agency agrees to provide, or is responsible for, those items delineated by placement of an "X" in the space located to the left of the corresponding number. Items for which the Agency is not responsible shall be marked "N/A" to the left of the number.

- X 1. Provide the Department with a schedule of hours that inmates will work in accordance with the established workday for the Agency and the transportation time required. Any deviation from the established schedule will be reported to, and coordinated with, the Department.
- X 2. Provide supervision of inmates in accordance with the Department's rules and regulations while performing work under this Local Agreement. Non-Department Supervisors may supervise Community and Minimum Custody inmates. Each Non-Department Supervisor must successfully pass a background check that includes a criminal history check, and must be approved by the Department's Agreement

- Manager, or designee and complete required orientation/training in the supervision of inmates, prior to assuming supervision.
- 3. Provide transportation of inmates each workday to and from the work site.
  - 4. Provide all tools, equipment, materials and safety personal items such as gloves, rubber boots, hard hats, etc., necessary and appropriate for performance of the work under this Local Agreement.
  - 5. Ensure that licensing or permits are obtained if required for the work to be performed under this Local Agreement. Provide necessary supervision and guidance for projects that require a permit and require technical assistance to complete the project.
  - 6. Immediately notify the Department in the event of an escape while the inmate is under supervision of the Agency. Report any inappropriate behavior displayed by inmates or any inmate who fails to perform tasks in an acceptable manner.
  - 7. Complete the "Community Work Squad Activities Report," DC6-239 (to be provided by the Department) daily and submit the form on a weekly basis to the Department.
  - 8. Report all inmate injuries, regardless of how minor in nature, to the Department as soon as possible. Report any medically related complaints made by an inmate to the Department as soon as practical. In cases of emergency, render first aid, within the scope of the supervisor's medical training, to work squad inmates and provide emergency health care and related assistance to the Department.
  - 9. Provide inmates with a fifteen-minute rest break in the morning and afternoon. Lunch breaks shall normally begin at Noon and last at least 30 minutes. Ensure inmates are supervised during rest and lunch breaks.
  - 10. Provide drinking water for inmates.
  - 11. Require each Non-Department Supervisor approved to supervise inmates and other appropriate staff members, to attend orientation/training in the supervision of inmates prior to assuming supervision of inmates and refresher training annually thereafter. Training will be provided at a Department location. Upon the Department's issuance of a Training Certification Card, the Agency shall require non-department personnel to carry this card when supervising inmate labor.
  - 12. Ensure that all work assignments/projects utilizing inmates are authorized projects of the municipality, city, county, governmental agency or non-profit organization and that private contractors employed by the Agency do not use inmates as any part of their labor force.
  - 13. Agency hereby agrees to be liable for, and shall indemnify, defend and hold the Department harmless from all claims, suits, judgments or damages including court costs and attorney's fees arising out of intentional acts, negligence or omissions by the Agency in its supervision of inmates pursuant to this Local Agreement. If the Agency is an agency or subdivision of the State of Florida, this paragraph shall not be interpreted as altering the state's waiver of immunity in tort pursuant to section 768.28, F.S., or to otherwise impose liability on Agency for which it would not otherwise by law be responsible.
  - 14. Orient each inmate in the use of equipment regardless of whether the inmate claims to have had prior experience in the use of gasoline or electrically powered equipment before allowing the inmate to use it. Utilize "Inmate Safety Training Documentation," DC2-569, to document that the inmate has had the training. This report shall be kept on file at the contract work site and a copy shall be provided to the Department.

- X 15. It is the intent of this Local Agreement that the agency/work squad has and maintains communications with the institution at all times. A method of communication (radios, cellular phone, etc.) shall be provided at no cost to the Department. The Agency shall provide a primary method of communication that shall be approved by the Department’s Agreement Manager in writing prior to assignment of the work squad. Dependent upon the method of communication provided, the Agreement Manager may require a secondary or back-up method of communication.

Type of Communication utilized in this Local Agreement: \_\_\_\_\_

- X 16. Provide a First Aid Kit and Blood Borne Pathogens Personal Protective Kit to each work squad.
- X 17. Ensure that the Work Squad does not work on school property or primary elementary or secondary education institutions where students are present.
- X 18. Other. (If provided, shall be Attachment A, incorporated herein by reference and made part of this Agreement.) “Other” special considerations regarding activities of the work squad may be based on work location, etc.

### V. AGREEMENT MANAGEMENT

#### A. Department’s Agreement Manager

The Field Office Manager of the Correctional Institution represented in this Local Agreement is designated as the Department’s Agreement Manager and is responsible for enforcing performance of the Local Agreement terms and conditions and shall serve as a liaison with the Agency. The title, location, address, and telephone number of the Department’s Agreement Manager for this Local Agreement is:

Title: Warden  
 Location: Franklin Correctional Institution  
 Address: 1760 Highway 67, North  
                   Carrabelle, FL 32322  
 Telephone #: 850-697-1394  
 Fax #: 850-697-1108

#### B. Community Work Squad Coordinator

The Assistant Warden designated by the Warden, is responsible for ensuring compliance with the requirements of this Local Agreement.

#### C. Department’s Agreement Administrator:

The title, address, and telephone number of the Department’s Agreement Administrator is:

Contract Administrator  
 Bureau of Procurement  
 Florida Department of Corrections  
 501 South Calhoun St.  
 Tallahassee, Florida 32399-2500  
 Telephone: (850)717-3681  
 Fax: (850)488-7189

D. Agency's Representative

The name, title, address and telephone number of the Agency's Representative is:

Name: Michael Moron  
Title: County Coordinator, Franklin County Board of County Commissioners  
Address: 33 Market St., Suite 203  
Apalachicola FL 32320  
Telephone #: 850-653-9783 EXT. 155  
Fax #: 850-653-9799  
E-mail: michael@franklincountyflorida.com

## VI. CONDITIONS

A. Records

The Agency agrees to allow the Department and the public access to any documents, papers, letters, or other materials subject to the provisions of chapter 119 and section 945.10, Florida Statutes, made or received by the Agency in conjunction with this Contract. The Agency's refusal to comply with this provision shall constitute sufficient cause for termination of this Contract.

B. Disputes

Any dispute concerning performance of the Contract shall be resolved informally by the Department's Contract Manager. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the Assistant Deputy Secretary of Institutions. The Assistant Deputy Secretary shall decide the dispute, reduce the decision to writing, and deliver a copy to the Agency with a copy to the Department's Contract Administrator and Department's Contract Manager.

C. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, pandemics, insurrections, strikes, or labor disputes.

D. Severability

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted.

E. Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Agency as a result of any discussions with any Department employee. Only those communications which are in writing from the Department's administrative or project staff identified in Section V., AGREEMENT MANAGEMENT, of this Agreement shall be considered as a duly authorized expression on behalf of the Department. Only communications from the Agency that are signed and in writing will be recognized by the Department as duly authorized expressions on behalf of the Agency.

F. No Third Party Beneficiaries

Except as otherwise expressly provided herein, neither this Agreement, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

G. Prison Rape Elimination Act (PREA)

The Agency shall report any violations of the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115, to the Department of Corrections' Agreement Manager.

H. Cooperation with Inspector General

In accordance with section 20.055(5), F.S., the Agency understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

I. Americans with Disabilities Act

The Agency shall comply with the Americans with Disabilities Act. In the event of the Agency's noncompliance with the nondiscrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Agency may be declared ineligible for further Agreements.

## VII. SUSPENSION OR TERMINATION OF LOCAL AGREEMENT

The Department or the Agency may suspend or terminate this Local Agreement, in whole or in part, with immediate written notice to the other party when the interests of the Department or Agency so require.

## VIII. AGREEMENT MODIFICATION

After execution of this agreement, any changes in the information contained in Section III., 2., and Section V., AGREEMENT MANAGEMENT, shall be provided to the other party in writing and a copy of the written notification shall be maintained in the official agreement record.

Modifications to the provisions of this agreement, with the exception of Section III., 2., and Section V., AGREEMENT MANAGEMENT, shall be valid only through execution of a formal agreement amendment.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

**AGENCY:**  
Franklin County

SIGNED BY: \_\_\_\_\_

NAME:  
(PRINTED) Michael Moron

TITLE: County Coordinator, Franklin County Board of  
County Commissioners

DATE:

FEID #: 59-6000612

**DEPARTMENT OF CORRECTIONS**

SIGNED BY:  \_\_\_\_\_

NAME:  
(PRINTED) Robert Conner

TITLE: **Warden**  
**Department of Corrections**

DATE:

SIGNED BY: \_\_\_\_\_

NAME:  
(PRINTED) Hope E. Gartman

TITLE: **Assistant Deputy Secretary of Institutions**  
**Department of Corrections**

DATE:

**FCTDC Collections Report for  
2021-22 Year-to-Date Report  
Through February 2022**

	A	B	C	D	E	F	G	H	I	J	K	L	M	
1	Month	2005-06	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	
2	October	\$ 35,409	\$ 32,810	\$ 39,697	\$ 38,598	\$ 39,568	\$ 36,996	\$ 48,383	\$ 53,543	\$ 57,652	\$ 58,876	\$ 75,085	\$ 95,108	
3	November	\$ 24,824	\$ 24,717	\$ 27,183	\$ 25,889	\$ 25,863	\$ 26,438	\$ 34,442	\$ 40,334	\$ 34,741	\$ 40,066	\$ 44,449	\$ 46,044	
4	December	\$ 20,422	\$ 16,056	\$ 22,987	\$ 23,167	\$ 16,531	\$ 19,936	\$ 21,597	\$ 21,511	\$ 29,748	\$ 30,979	\$ 24,693	\$ 41,580	
5	January	\$ 19,681	\$ 26,490	\$ 22,911	\$ 22,960	\$ 26,171	\$ 23,359	\$ 30,393	\$ 33,657	\$ 34,707	\$ 38,805	\$ 47,002	\$ 41,669	
6	February	\$ 29,294	\$ 44,901	\$ 40,835	\$ 39,452	\$ 33,679	\$ 34,981	\$ 52,046	\$ 49,366	\$ 52,883	\$ 42,755	\$ 64,494	\$ 60,423	
7	March	\$ 51,243	\$ 45,643	\$ 61,091	\$ 49,779	\$ 53,117	\$ 61,990	\$ 66,598	\$ 80,880	\$ 78,180	\$ 83,626	\$ 80,018	\$ 84,583	
8	April	\$ 69,609	\$ 70,430	\$ 66,135	\$ 73,881	\$ 53,935	\$ 70,611	\$ 81,642	\$ 90,243	\$ 81,115	\$ 101,310	\$ 103,120	\$ 89,950	
9	May	\$ 100,486	\$ 114,101	\$ 123,222	\$ 104,769	\$ 120,471	\$ 90,635	\$ 140,204	\$ 115,590	\$ 135,897	\$ 143,700	\$ 131,348	\$ 110,485	
10	June	\$ 107,484	\$ 166,404	\$ 138,840	\$ 143,508	\$ 151,641	\$ 172,030	\$ 143,805	\$ 195,838	\$ 210,506	\$ 195,093	\$ 213,949	\$ 226,795	
11	July	\$ 149,857	\$ 95,128	\$ 128,027	\$ 131,277	\$ 114,121	\$ 147,874	\$ 140,000	\$ 153,198	\$ 164,200	\$ 182,236	\$ 253,603	\$ 242,037	
12	August	\$ 51,353	\$ 69,864	\$ 57,498	\$ 56,312	\$ 71,378	\$ 60,698	\$ 93,912	\$ 86,743	\$ 107,784	\$ 129,880	\$ 82,664	\$ 121,809	
13	September	\$ 38,598	\$ 46,282	\$ 45,740	\$ 41,299	\$ 47,760	\$ 57,593	\$ 63,037	\$ 57,171	\$ 64,199	\$ 75,778	\$ 81,869	\$ 90,214	
14	<b>Totals</b>	<b>\$ 698,262</b>	<b>\$ 752,825</b>	<b>\$ 774,166</b>	<b>\$ 750,890</b>	<b>\$ 754,234</b>	<b>\$ 803,141</b>	<b>\$ 916,059</b>	<b>\$ 978,073</b>	<b>\$ 1,051,612</b>	<b>\$ 1,123,104</b>	<b>\$ 1,202,294</b>	<b>\$ 1,250,696</b>	
15														
16	<b>YOY %</b>		<b>\$ 54,564</b>	<b>\$ 21,341</b>	<b>\$ (23,275)</b>	<b>\$ 3,344</b>	<b>\$ 48,907</b>	<b>\$ 112,918</b>	<b>\$ 62,014</b>	<b>\$ 73,539</b>	<b>\$ 71,492</b>	<b>\$ 79,190</b>	<b>\$ 48,401</b>	
17			<b>7.8%</b>	<b>2.8%</b>	<b>-3.0%</b>	<b>0.4%</b>	<b>6.5%</b>	<b>14.1%</b>	<b>6.8%</b>	<b>7.5%</b>	<b>6.8%</b>	<b>7.1%</b>	<b>4.0%</b>	
18														
19	Month	2017-18	2018-19	2019-20	2020-21	2021-22	Increase / Decrease							
20	October	\$ 85,823	\$ 38,417	\$ 89,660	\$ 147,542	\$ 294,549	\$ 147,007							
21	November	\$ 49,441	\$ 87,784	\$ 57,067	\$ 86,470	\$ 144,833	\$ 58,363							
22	December	\$ 37,182	\$ 46,715	\$ 52,527	\$ 67,724	\$ 116,196	\$ 48,471							
23	January	\$ 51,389	\$ 52,063	\$ 54,422	\$ 115,730	\$ 144,327	\$ 28,597							
24	February	\$ 58,338	\$ 66,632	\$ 95,017	\$ 84,508	\$ 182,356	\$ 97,847							
25	March	\$ 111,947	\$ 127,975	\$ 71,947	\$ 149,485									
26	April	\$ 103,422	\$ 82,258	\$ 20,067	\$ 181,178									
27	May	\$ 140,130	\$ 166,130	\$ 123,839	\$ 276,459									
28	June	\$ 269,049	\$ 300,092	\$ 283,735	\$ 327,038									
29	July	\$ 215,933	\$ 209,374	\$ 253,488	\$ 551,474									
30	<b>August</b>	<b>\$ 111,323</b>	<b>\$ 134,239</b>	<b>\$ 190,136</b>	<b>\$ 306,565</b>									
31	September	\$ 70,419	\$ 90,052	\$ 140,186	\$ 164,076									
32	<b>Totals</b>	<b>\$ 1,304,398</b>	<b>\$ 1,401,732</b>	<b>\$ 1,432,091</b>	<b>\$ 2,458,249</b>	<b>\$ 882,259</b>	<b>\$ 380,285</b>							
33														
34	<b>YOY %</b>	<b>\$ 53,702</b>	<b>\$ 97,334</b>	<b>\$ 30,360</b>	<b>\$ 1,026,157</b>	<b>\$ (1,575,990)</b>								
35		<b>4.29%</b>	<b>7.46%</b>	<b>2.17%</b>	<b>71.65%</b>									
36														
37	<b>* October and November 2018 due to Hurricane Michael statistically are outliers.</b>													
38	<b>October and November 2019 compared with 2017-18 amounts are more representative,</b>													
39	<b>thus, these months show increases of 10% and 9% respectively, or YTD increase of 31%.</b>													
40	<b>* Coronavirus-19 March 1 - May 18 2020</b>													
41	<b>* July 1, 2021 Increase in tax rate to 3%</b>													
42	<b>* 2020-21 increase if rate had stayed at 2% &gt; \$685,452.64 or 47.86% increase</b>													

