



## **Board of County Commissioners - Regular Meeting**

**Tuesday, October 5, 2021 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**

*Effective May 4, 2021, the general public will be allowed in the commission meeting room for regular meetings. The Board of County Commissioners encourages the public to continue the 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/82383382576> 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 (823 8338 2576#). 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 speaker card***

***<https://www.franklincountyflorida.com/virtual-speaker-card/>. This card must be submitted to the County Commission Administrative Office prior to the start***

***of the meeting in order for you to speak during the meeting.***

*During "Public Comments" you may comment on a non-agenda item or a non-action item for up to 3-minutes when recognized by the Chairman.*

*You may also address the Commission on an agenda action item for one minute (which may change based on the number of speakers waiting to comment) during the meeting after a motion has been seconded and you are recognized by the Chairman.*

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

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

**1. Call to Order**

**2. Prayer and Pledge**

**3. Approval of Minutes**

FCBCC Regular Meeting 9/21/2021

FCBCC Budget Hearing 9/21/2021

FCBCC Special Meeting 9/30/2021

**4. Payment of County Bills**

**5. 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**

**6. Clerk of Courts - Michele Maxwell - Report**

## **Department Directors Reports**

**7. Superintendent of Roads and Bridges - Howard Nabors**

**Informational Item**

a. Detail of Work Performed and Material Hauled by District (see attached documents)

**8. Solid Waste Director - Fonda Davis**

**Informational Item:**

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

**9. Emergency Management Director - Pam Brownell**

**Informational Items:**

a. EOC Staff attended the Regional Hospital, EM, and CHD COVID-19 Delta Coordination Call on 10/1/21.

b. EOC Staff met with representatives from St. James Bay about updating there CEMP on

9/22/21.

- c. EOC Staff are working on completing quarterly reports for our EMPA, EMPG, and EMPG ARPA.
- d. EOC staff continue to update plans and contracts for Franklin County.
- e. EOC Staff continue to update our Kiosks located throughout Franklin County with COVID Information along with Preparedness information for the storm.

*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

## **10. Extension Office Director - Erik Lovestrand**

### **Informational Items**

*General Extension Activities:*

- a. During this period, the Extension office assisted citizens on topics of soil testing, weed and plant disease identification, and more.
- b. Extension Director participated in 2 Zoom seminars by potential candidates for the Director's position at the North Florida Research and Education Center.

*Sea Grant Extension:*

- c. Extension Staff hosted a 2-day in-service training in Apalachicola on the topic of off-bottom oyster aquaculture: an emergent industry in North Florida.

*4-H Youth Development:*

- d. Extension Director participated in a District III 4-H youth and agent meeting to plan activities for the coming year.

*Family and Consumer Sciences:*

- e. Family Nutrition Program assistant continues providing nutrition programming in local schools.

*Agriculture/Home Horticulture:*

- f. Franklin County Master Gardeners are meeting monthly now and hosting weekly plant clinics at the Extension office and the County libraries.

## **11. Library Director - Whitney Roundtree**

### **Action Item:**

- a. Requesting Board approval and signatures for the 2021-2022 State Aid to Libraries Grant Agreement.

### **Information Items:**

- b. Registration for the Music as a 2nd Language program is open from October 4th to November 12th. Music as 2nd Language is a program designed for the youth of Franklin County, ages 10-18 who are interested in learning to play an instrument. Instrument choices for the 2022 season include: acoustic guitar, piano and ukulele. This program is sponsored by the Rock By The Sea Foundation and the Friends of the Franklin County Public Libraries and is at no-cost to students. Prospective students will be notified and

will be scheduled to meet for information concerning the expectations and responsibilities of the program. This a 20-week program and the 2022 session will begin mid-January.

c. The deadline for applications for the FT Library Assistant position at the Eastpoint branch closed September 24th, 2021. I am in the process of scheduling and conducting interviews with potential candidates.

### **Library Events:**

#### *Franklin County Public Library Eastpoint Branch*

- October 5th- Diabetes Awareness at 10:00 AM. Have all your questions answered about diabetes from a trained professional. No appointment is needed, program is free and open to the public.
- October 5th – Book Chat at 1:30 PM. Discuss the current books you have been reading or may be interested in reading. There is no set book for this group; the book of choice is up to the individual.
- October 14th- Anime Club at 4:00 PM. Open to grades 6-12, discuss new events, favorite anime characters and books.
- October 20th- Writers Forum at 1:00 PM. Interested in becoming a writer? This group meets once a month to discuss new ideas and learn useful tips from local author, Dawn Radford.
- October 28th- Amazing Animals: Spiders, Scorpions & Snakes (SSS) at 3:30 PM. Meet some amazing animals and learn some fun and interesting facts!
- October 29th- Halloween Movie Feature: Happy Halloween, Scooby-Doo! (2020) at 3:30 PM. Come enjoy a great Halloween movie with free popcorn and light refreshments.

#### *Franklin County Public Library- Carrabelle Branch*

- October 1st- Book Chat at 1:30 PM. Monthly group that meets to discuss the current books they have been reading or maybe interested in reading. There is no set book for this group; the book of choice is up to the individual.
- October 2nd, 16th, 23rd and 30th- Plant Clinic at 11:00 AM. Hosted by the Franklin County Master Gardeners. If you have any concerns or questions about your garden and plants this is the place to find the answers.
- October 12th- Anime Club at 4:00 PM. Open to grades 6-12, discuss new events and favorite anime characters and books.
- October 21st- MakerSpace Program at 4:00 PM. A group for kids ages 8-12, that meets to learn how to build and design using a variety of tools and resources and that allows them to use their imaginations.
- October 26th- Halloween Storytime and Pumpkin Painting at 4:00 PM. Enjoy some sweet treats, a Halloween story and paint a pumpkin (ages 2+).
- October 30th - Amazing Animals: Spiders, Scorpions & Snakes (SSS) at 11:00 AM. Meet some amazing animals and learn some fun and interesting facts!

## 12. Interim Airport Manager - Ted Mosteller

a) FYI: Obstruction Clearance Project (Tree/Vegetation eradication)—to address the deficiencies listed on the latest airport licensing inspection--safety issue.

This project is currently still with the FDOT.

b) FYI: Researching—with mogas demands increasing--It would be prudent to include the mogas equipment during the construction of the new fuel farm—however currently other than the card reader and space—mogas is not included in the new fuel farm project.

c) FYI: Jingoli Power lease--Project is still under construction.

d) FYI: Cates Electric upgrade of the electric service to the 60 x 60 sewer station.

Cates Electric has completed project—service has been inspected and the electric hook-up has been ordered.

e) FYI: Cates Electric--EOC electric service repair/up-grade.

Cates Electric has completed the project—electric hook-up complete and Pam has scheduled roof repairs.

f) FYI: Engineering is working on the Tarmac upgrade Project.

g) FYI: Vault generator repair.

I continue to keep check on the generator--routinely-exercising (running).

Ring Power (Clint) has replaced the control panel (9/28/2021). Generator runs—however still have some misc. parts on order

h) Runway 06/24 lighting project—despite the weather is finally wrapping up.

i) Discussion: Consider that Road Departments' mechanic perform much needed servicing/maintenance/repair on airport equipment. (Most equipment is in deplorable condition—stored for the most part outside in the weather since 2013--and has hardly been serviced in years)

j) FYI: Since the GAO issue about paying yourself rent has recently come to light—as your Airport Manager who is charged with compliance with Federal, State and local regulations—I am researching the GAO (General Accounting Office) /FAA issue of requiring County paying itself fair market rent for non-aviation use of airport facilities. The issue stems from the fact that the Federal Government deeded the airport to the county as an AP-4 airport and has subsequently added financial support of the airport. The county has signed assurances to maintain the airport as such.

Have no update at this time.

k) FYI Addressed last meeting--the issue of FDOT policy of 'T' hanger rent collection process and non aviation hanger use endangering future grant funds for 'T' hanger, box hanger and hangar construction. I currently have three prospective tenants wanting box hangers and the FBO has some 14 on a list awaiting 'T' hangers. The FDOT requires the county collect the rent funds and the FDOT funded hangers are used for aviation purposes.

In response of my enquiring of FDOT about possible hangar grant funds--

I quote email from Quinton Williams (FDOT) to Ted 9/08/2021:

*Ted,*

*"The Department will not be able to contribute funds for future hangar development or*

*any upgrades to the fuel farm, as it is our understanding that all revenues generated by the airport go directly to the FBO that resides on the airport. With the FBO being a private entity, it puts the Department in a jeopardizing situation by funding projects that only support that private owned business.*

*The Florida Public Airport Revenue Use Guide states:*

*The ultimate goal of any airport development grant is to make the airports as self-sustaining as possible and minimize the need for further federal/state assistance. The diversion of airport revenue for non-aviation use limits the effectiveness of grant assistance and jeopardizes the goal of achieving self-sustainability."*

*Quinton Williams*

*D3 Aviation Program Manager*

Note: While there is some misunderstanding--Staff is in communication with the FDOT (Quinton) concerning this issue.

Don't have an update as of Thursday.

I) FYI: To reiterate: Some issues addressed or to be resolved/addressed:

Airport Manager Duties, etc report. Update.

Flight Obstruction Clearance—(vegetation) safety issue.

New Fuel Farm

Add Mogas

Runway 06/24 lighting up-grade.

EOC

Prospective list in excess of 14 waiting for 'T' hangars.

Prospective list--3 ea. tenants requesting a box hangar.

Kasper hangar space lease.

Review of leases—(FDOT) including revenue flow and non aviation use.

Equipment inventory (including repair and maintenance)—much equipment in deplorable condition. Has not been serviced or maintained--working on maintenance arrangements.

JD 5520

New 20' batwing mower on order

Shelter for airport equipment.

Building maintenance--Leaking roofs, etc.--Electric service for T hangars.

Other T hangar repair/maintenance (rusting door roller tracks, etc.)

Flood water ponding between "T" hangars—drainage situation—limiting access.

Flight operations counter

NDB

Security Plan

Master Plan

Apron rehabilitation project.

FBO hangar ventilation ceiling fans.

FBO hangar floor (original WWII).

Jingoli Power lease.

Issue NOTAMS as needed.

## Public Hearings

### 13. Notice of Land Use Change 10:30 a.m.

AN ORDINANCE AMENDING THE FRANKLIN COUNTY COMPREHENSIVE PLAN TO CHANGE THE PERMITTED USE OF A 38.54+/- ACRE PARCEL OF LAND IN SECTION 25, TOWNSHIP 6 SOUTH, RANGE 4 WEST, FROM AGRICULTURE TO RESIDENTIAL.

### 14. Notice of Zoning Change 10:35 a.m.

AN ORDINANCE REZONING 38.54+/- ACRES OF LAND IN SECTION 25, TOWNSHIP 6 SOUTH, RANGE 4 WEST, FROM A-2 FORESTRY AGRICULTURE DISTRICT TO R-6 RURAL RESIDENTIAL DISTRICT.

## County Staff & Attorney Reports

### 15. Fiscal Manager/Grants Coordinator - Erin Griffith

a. BOARD ACTION: Designation of grant match for Armory Sprinkler System Project  
Franklin County has been offered a \$250,000 grant from the State Fire Marshall's Office to assist with the installation of a fire suppression system at Fort Coombs Armory. Just recently, the Fire Marshall's office informed the county that no more than (50) occupants, even with a fire spotter, could be inside the armory at any one time until there was an operational fire suppression system on site. To be able to accept the grant award, the county must designate and obligate enough funds to complete the project. The county has approximately \$86,277 in insurance proceeds available to go towards the cost of this project, but this still leaves an unfunded project match of \$124,996 for the installation. The funding of improvements to Fort Coombs Armory in its capacity as a designated convention center would fit within the allowable use of tourist development sales tax proceeds per Florida Statutes. Does the BOCC wish to request that the match funds be paid by the TDC for this project? The Tourist Development Council is already 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**

- \* \$ 70,000 - EMO Architects Preliminary Design
- \* \$ 50,273 - Gilchrist, Ross, Crowe Final Design, Implementation, Bid
- \* \$441,000 - Construction Cost Estimate
- \* *\$561,273 - Total Cost*

#### \* **Project Revenues**

- \* \$100,000 - State Fire Marshall Funds for Design Grant
- \* \$250,000 - State Fire Marshall Funds for Construction
- \* \$ 86,277 - Armory Insurance Proceeds
- \* *\$436,277 - Total Revenue*

\* \$124,996 - Unfunded Project Match

**Board action to request the project match be paid from TDC funds and authorization for the Chairman to sign and return Attachment 1 with approved local funding to the Fire Marshall's Office to be able to proceed with drafting the formal grant agreement.**

b. BOARD ACTION: Approval of Supplemental Agreement LAP CR370 Alligator Drive Multi-Use Path Project

Franklin County has received a supplemental grant award in the amount of \$163,628 from the Florida Department of Transportation to fund the project cost overage from the bid opening for the LAP CR370 Alligator Drive Multi-Use Path Project. The path will begin West of George Vause Road and continue for approximately one mile to Gulf Shore Boulevard. The total grant funded cost of the project will now be \$533,401.

**Board action to approve the attached supplemental agreement and authorization for the chairman to sign the agreement.**

c. BOARD ACTION: Resolutions of Support FRDAP Projects

The grant application window for the 2022/2023 Florida Department of Environmental Protection's FRDAP program closes on October 15th and at the last meeting the BOCC voted to pursue funding applications for the playground Improvements at Lighthouse Park on St. George Island and ballfield improvements at Vrooman Park in Eastpoint. The FRDAP program is a competitive award program for enhancements to parks and recreation facilities. Two meetings have been scheduled at this time to ask for public input on future park improvements:

\* Playground Improvements at Lighthouse Park: Monday, October 11th, 5:15 p.m., St. George Island Volunteer Fire Department, 324 East Pine Avenue, St. George Island, FL 32328

\* Ballfield Improvements at Vrooman Park: Monday, October 11th, 6:30 p.m., Courthouse Annex, County Commission Meeting Room, 34 Forbes Street, Apalachicola, FL 32320

The FRDAP Grant Application also awards points for the inclusion of subject projects into the County's Capital Improvement Plan. The Vrooman Park Improvements are already scheduled on the plan – the SGI Playground Improvements need to be added.

**Board action to approve the attached resolution amending the Franklin County Capital Improvements Schedule of the Comprehensive Plan to add the proposed improvements to the SGI Playground at Lighthouse Park.**

d. BOARD ACTION: Permission to Schedule and Advertise Public Hearing for Capital Improvement Plan Update

Each year the county formally updates the Capital Improvements Schedule of the Comprehensive Plan to reflect upcoming goals and projects within the county. This list assists with the planning process and grant funding applications.

**Board action to approve the scheduling and advertisement of a public hearing to update the Capital Improvement Plan.**



## **Action Items**

a. ARPC GIS Agreement: At your September 7th meeting the Board authorized staff to negotiate with the Apalachee Regional Planning Council to update the County's GIS map. This is important as the Building Department is moving to a new permitting software that will incorporate the GIS map into the software therefore providing mapped locations to the public and staff alike. This agreement (attached) is the same as the 2019 agreement when ARPC did the last update to the GIS map.

**Board action to authorize the Chairman's signature on the ARPC agreement to update the County's GIS map.**

b. ARPC Revolving Loan Funds Program: Apalachee Regional Planning Council (ARPC) is working on two related projects, and they believe both projects would benefit Franklin County. The first project would be a restart of the Revolving Loan Funds (RLF) program. Currently, the County has approximately \$300,000 in that account that has had no activity for some time. I realize that an earlier ARPC administration was involved with the RLF program, and it didn't go to well, but as the Chairman can testify to, this current ARPC administration's RLF program is the complete opposite, very successful. So, with the Board's permission, ARPC would like to restart and administer the County's Revolving Loan Fund program.

The second project is a proposal to the U.S. Department of Commerce's Economic Development Administration's (EDA) *Build Back Better Regional Challenge* under the American Rescue Plan Act funding. ARPC has identified several key projects that could help shape and grow a new regional industry cluster centered around the ag-technology industry and Gulf-Gadsden Freight Logistics Zone. If the Board approves the restart of the RLF program, ARPC would like to use the RLF program's \$300,000 as a match for the EDA application. If ARPC is successful with the application, the County's \$300,000 would be increased to over \$1 million for that program. If the application is not funded, ARPC will still administer the County's RLF program with the \$300,000. Chairman Jones, the County's ARPC appointee, will discuss both projects in greater detail.

**Board action to authorize ARPC to restart and administer the Revolving Loan Funds program with the \$300,000 currently in that account.**

**Board action to authorize ARPC to use the RLF's \$300,000 as a match for the EDA's *Build Back Better Regional Challenge* proposal under the American Rescue Plan Act funding.**

**Board action to authorize the Chairman's signature on a letter of support for ARPC's proposal to EDA's *Build Back Better Regional Challenge* under the American Rescue Plan Act funding.**

c. Zoning Administrator: As the Board is aware your Zoning Administrator, Mrs. Cortni Bankston will be starting maternity leave in a few weeks and is expected to be out for at least a couple of months. I have asked Mr. Alan Pierce to fill the role as the County's Zoning Administrator while Mrs. Bankston is on leave. Mr. Pierce agreed to take on these additional duties temporarily, but it would require him to become a part-time County employee as the Interim Zoning Administrator. Mr. Pierce and I agreed to an hourly rate of \$50 per hour for up to 20 hours per week as needed, as he will continue

to assist the County with special projects such as the rebuilding of Alligator Drive, the purchase of Alligator Point Fire Department property, and the Eastpoint and 2-mile dredging projects along with the Zoning Administrator responsibilities. Once Mrs. Bankston returns to full-time status we can return to his current role as a consultant.

**Board action to authorize Mr. Alan Pierce as a part-time on-call employee at \$50 per hour for up to 20 hours per week as needed, during the time Mrs. Bankston is on leave, to fulfill the role as Zoning Administrator and continue assisting the County with special projects.**

d. Task Order Legislative Funding: At your last meeting I ask the Board to authorize Ms. Tracie Buzbee to assist with completing the County's Legislative Funding request which is due November 1st. Ms. Buzbee's agreement is attached to my report for your review and the Chairman's signature. Currently, the only request under consideration is \$2 - \$2.5 million dollars for construction of a new Emergency Operations Center.

**Board action to authorize the Chairman to sign Ms. Buzbee's agreement to assist the County's Legislative Funding Request application.**

e. Twin Lake Road Repairs: The drainage pipe on Twin Lake Road needs replacement. This repair \$15,900 change order to the paving contract will include excavation and removal of the damaged pipe, replacement the concrete collars, and new base and asphalt patch. If not repaired now, the road will be in a similar situation as Ryan Drive and North Bayshore.

**Board action to approve the \$15,900 change order to repair Twin Lake Road.**

f. Housing Board Appointment: Currently, District 1's seat on the County's Housing Board is vacant. Mr. Cliff Butler has expressed an interest on serving on the Board to Chairman Jones (District 1) who supports this appointment. Mrs. Lori Switzer-Mill, SHIP Administrator, also supports Mr. Butler's appointment to the Housing Board.

**Board action to appoint Mr. Cliff Butler to the vacant District 1 seat on the County's Housing Authority Board.**

g. New BD Temp Part-Time Hire: As part of their approved FY 2021-22 budget, the Building Department is hiring a temporary part-time employee. There is an immediate need for this part-time employee due to a high volume of permit applications and current staff shortages. This employee will serve as a "floater" and will assist with the current high volume of permit applications, preparation work as we transition to a new permitting software and prepare older permit files for electronic conversion. Mr. Paterson was able to recruit a recent past employee who is familiar with the Building Department procedures, the permitting system, and some zoning rules. I am recommending that we hire the employee on a temporary basis at their previous hourly rate of pay for up to 29 hours per week without any benefits or retirement. There are sufficient funds in the Building Department's budget to cover this position.

**Board action to hire a temporary part-time employee at their previous rate of pay for up to 29 hours per week without any benefits or retirement.**

h. SGI Inc Agenda Request: A volunteer, Ms. Shannon Bothwell, working on the potential incorporation of St. George Island committee has asked to be on a future meeting agenda. In an email, Ms. Bothwell explained that before the local state delegation would

consider sponsoring a bill to incorporate St. George Island in the Florida Legislature, Representative Shoaf is requiring that a non-binding straw poll of SGI voters to demonstrate support for the incorporation is held. Mrs. Heather Riley, Supervisor of Elections, confirmed with Ms. Bothwell that there is no cost to add the referendum question to the ballot for a regularly scheduled election, however, Board approval is required to add the question to the ballot. Unless a special election is called for some reason, the next election will be the August primaries. Ms. Bothwell would like to discuss this further at a future BOCC meeting.

#### **Board discussion and direction.**

##### **Informational Items**

- i. Airport Manager Committee: At your last meeting the Board rejected all proposals received for Airport Manager Services because Mr. Ted Mosteller, Interim Airport Manager, submitted a proposal even though he was on the committee that created the advertisement and qualifications for the Airport Manager therefore creating an ethical conflict. The Board asked that I make sure members of the new committee has no interest in submitting a proposal to provide Airport Manager services. With that said, the new committee members will be Mr. John Collins, Mrs. Erin Griffith, and myself. We will work on a revised advertisement that will be brought to this Board for approval.
- j. EMS State Award: Your EMS was awarded EMS Provider of the Year by the Florida Department of Health. As stated in the email I sent you, this annual award recognizes an EMS provider that has assumed a leadership role in the Florida EMS system and community; has demonstrated outstanding initiative in public education and/or training; and has demonstrated excellence in the areas of quality assurance/improvement and medical control protocol development/implementation.
- k. FWC meeting: The Florida Fish and Wildlife Conservation Commission will meet on October 6th – 7th in St. Augustine Florida. The meeting begins at 8:30 a.m. ET each day and is open to the public.

#### **17. County Attorney - Michael Shuler**

##### **Action Items**

###### **a. Opioid Settlement Funds**

The Florida Attorney General has sent me an email asking for Franklin County to review and decide whether we are eligible and desire to participate in the program for the expenditure of the settlement funds. A deadline of January 2022 was mentioned.

**Board Action Requested: Motion authorizing me to participate in discussions with the Florida Attorney General's Office and report back to the Board.**

###### **b. Carrabelle Beach Flagging**

Presently, Carrabelle Beach is tied to the St. George Island Beach Flagging System. This means that when weather conditions in the Gulf of Mexico at St. George Island merit either a red flag or double red flag, Carrabelle Beach is being treated with the same flag system, even though the weather conditions on St. George Sound at Carrabelle Beach may not support the same flag warning as St. George Island.

It has long been the case that the county's beach flagging system uses information from

NOAA to determine what flags to fly at the beaches. However, Carrabelle Beach is not included in the NOAA information system. See the attached link to the NOAA information system: <https://www.weather.gov/beach/tae> If you click the link, you can see the beach umbrella symbols for SGI and Alligator Point, but there is no information for Carrabelle Beach. Below is a second link to the web page used by your technology provider showing information for “Franklin” and “Coastal Franklin – including the beaches of Apalachicola”. There is no reference to Carrabelle specifically:

<https://forecast.weather.gov/product.php?site=NWS&issuedby=TAE&product=SRF>

I understand that tying Carrabelle Beach to St. George Island’s beach flagging system has resulted, or can result, in Carrabelle Beach being closed to the public when the weather conditions do not justify the closure.

I recommend the following:

- i. Remove Carrabelle Beach from the current flagging system.
- ii. The Board can rely on Ordinance No. 95-15, which provides that when the Board declares a local state of emergency, those persons who do not leave the waters of Franklin County in the Gulf of Mexico and St. George Sound (Carrabelle Beach) on order of the Sheriff are subject to arrest for a second-degree misdemeanor (Up to \$500 fine and/or 60 days in jail).

**Board Action Requested: If the Board approves of my recommendation, then I will schedule the previously approved public hearing for the purpose of removing Carrabelle Beach from the flagging system.**

#### **Informational Items**

c. HLS v. Franklin County:

A hearing on the plaintiff’s amended motion for summary judgment is scheduled for 2/9/22.

The Plaintiff is seeking a court order to require the board to consider its application for an RV park on St. George Island, Florida.

d. Franklin County v. Kenny Reeder:

The trial in this matter has been scheduled for a bench trial on 4/6/22. This action arose because Mr. Reeder constructed a two-story residence without a permit and his failure to take the proper steps to become compliant with the code. The County seeks to require compliance with the code or the demolition of the structure.

e. Franklin County v. Long Trust In re: destroyed home at 2036 Highway 98, Carrabelle: On 9/22/21, a default has been entered against the Defendant for failing to file any response to the lawsuit.

I was in the process of scheduling final hearing when the property owner’s son called me the week ending 9/24/21 and told me that he would pull the demolition permit and abate the nuisance caused by the destroyed house and destroyed septic tank.

I will give him a reasonable time (30 days) to abate the nuisance and will follow up at the end of October 2021 for a status report on his progress.

f. Mary Sue Richards -974 Teresa Street, Eastpoint, Florida

On 9/22/21, a letter was sent to Ms. Richards concerning the apparent zoning violation resulting from the use of her property as half-way house/Recovery Resident.

Ms. Richards was requested to contact the county and discuss this apparent zoning violation. To date, I have not heard from her.

## **Commissioners' Comments & Adjournment**

### **18. Commissioners' Comments**

### **19. 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 09/30/2021 at 6:23 PM

**FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS  
REGULAR MEETING  
COURTHOUSE ANNEX, COMMISSION MEETING ROOM  
SEPTEMBER 21, 2021  
9:00 AM  
MINUTES**

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

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

1. **Call to Order** – Chairman Jones called the meeting to order at 9:00 a.m. Chairman Jones thanked each of the employees involved in the creation of the agenda and the pay plan.

2. **Prayer and Pledge** - Chairman Jones led the Board in prayer followed by the pledge of allegiance.

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

4. **Approval of Minutes** – On a motion by Commissioner Parrish, seconded by Commissioner Lockley, and by a unanimous vote of the Board present, the Board approved the minutes from the FCBC Regular Meeting on 9/7/21 and 8/24/21 and Budget Hearing on 9/7/21. Motion carried 5-0.

5. **Public Comments**

Mr. Bruce Graham spoke regarding the airport manager position. He asked the Board to make sure that they hire someone who is knowledgeable about and has experience in aviation. He said that it is critical for safety reasons that things be done correctly and critical that we have a facility that will accommodate tourism.

**Constitutional Officers**

6. **Clerk of Courts – Michele Maxwell**

Request to schedule a Special Meeting for September 30<sup>th</sup> @ 9 a.m.

On a motion by Commissioner Ward, seconded by Commissioner Lockley and Commissioner Boldt, and by unanimous vote of the Board present, the Board approved scheduling a Special Meeting on September 30<sup>th</sup> @ 9 a.m. to approve the final bills for the fiscal year 2020-21. Motion carried 5-0.

**Department Directors Reports**

7. **Superintendent of Roads and Bridges – Howard Nabors**

**Action Item:**

- a. **BOARD ACTION:** Approval of time to be transferred from the Sheriff's Office to the Road Department

We still have two employees out with Covid. One of these employees has been in the hospital for 6 weeks and is running out of available time. Some county employees have volunteered to donate some of their sick time. However, it may not be enough. The Sheriff has agreed to allow any of his employees that wish to donate time to do so. We would like to request approval from the Board to allow this.

**On a motion by Commissioner Lockley, seconded by Commissioner Ward, to approve allowing employees to donate leave time to be transferred from the Sheriff's Office to the Road Department.**

**Commissioner Lockley amended his motion to approve allowing employees to donate leave time to be transferred countywide, Commissioner Ward seconded the amended motion.** Mrs. Griffith said there is already a sick leave donation policy in place, and she would like to put it out there so that each office adheres to it. **Motion carried 5-0.**

**Informational Items:**

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

**8. Solid Waste Director – Fonda Davis**

- a. Right-Of-Way Debris Pickup & Recycle Material Hauled (Agenda Packet)

**Action Item:**

- b. Waste Management CPI Increase Effective October 1<sup>st</sup>

Attorney Shuler said that the agreement was entered into in 2017 and was for a five-year term. The CPI increase would be about 62 cents per ton effective October 1<sup>st</sup>. Chairman Jones asked if the annual CPI adjustment was built into the contract. Attorney Shuler confirmed that it was built in, and they are entitled to the adjustment. Attorney Shuler said that this time next year the Board will have the option of renewing the contract or going out for bids. Commissioner Lockley noted that there aren't many places that we can haul to. Chairman Jones confirmed that this is the household garbage. Commissioner Boldt asked if the tipping fees offset this expense. Chairman Jones said he believes that they do. Mr. Davis said that the last time this came before the Board they didn't increase the tipping fees. Attorney Shuler noted that Springhill is the primary location for household trash but there is also a backup site.

**On a motion by Commissioner Lockley, seconded by Commissioner Ward, to approve the CPI increase to Waste Management effective October 1<sup>st</sup>.**

Commissioner Lockley asked Mr. Davis to check on the prices and make sure that the tipping fees do not need to be increased. **Motion carried 5-0.**

**9. Emergency Management Director – Pam Brownell**

Mrs. Brownell had no action items for the Board.

**Informational Items:**

EOC hosted a CERT (Community Emergency Response Team) Training at the EOC on 09/16-09/17.

EOC Staff were at the Carrabelle Branch of the Franklin County Library on 09/15/21 at 10:00 AM to assist with Re-Entry Tags and answer questions regarding Emergency Management.

EOC Staff attended the Mitigate Florida Meeting on 09/14/21  
 EOC Staff attended the regional hospital, EM, and CHD COVID-19 call 09/10/21  
 EOC Staff attended the NWS Partner Planning Meeting on 09/09/21.  
 EOC Staff attended the Call with Archive Social on 09/08/21.  
 EOC Staff were at the Eastpoint Branch of the Franklin County Library on 09/08/21 at 11:00 AM to assist with Re-Entry Tags and answer questions regarding Emergency Management.  
 EOC Staff will attend the Regional Hospital, EM and CHD Coordination Call on 09/10/21.  
 EOC staff continue to update plans and contracts for Franklin County.  
 EOC Staff continue to update our Kiosk located throughout Franklin County with COVID Information along with Preparedness information for the storm.  
**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

## **10. Extension Office Director – Erik Lovestrand**

### **Informational Items:**

#### *General Extension Activities:*

During this period, the Extension office assisted citizens on topics of pond management, sea oats source for dune restoration, aquaculture disaster relief programs, soil testing, Florida Friendly landscaping, redbud tree disease, and more.

Extension Director participated in a webinar about invasive fish in Florida.

Extension Director participated in the annual Extension Professional's Association meeting virtually.

Extension Director participated in Zoom seminar presentation for a candidate for the UF/IFAS North Florida Research and Education Center Director position in Quincy.

#### *Sea Grant Extension:*

Notice to proceed has been issued for the contractor who will be cleaning up many vessels that are related to Hurricane Michael marine debris in our area, as part of the multi-county grant-funded effort through UF/IFAS Extension.

Extension Director participated in virtual ISSC/FDA update national meeting for the shellfish industry.

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

The 4-H Shooting Sports/archery club is recruiting new members for this year also. Contact Michelle Gray at 850-210-3277 for details and meeting times.

#### *Family and Consumer Sciences:*

Family Nutrition Program assistant continues providing nutrition programming in local schools.

#### *Agriculture/Home Horticulture:*

Extension Director participated in Zoom webinar on native groundcovers.

Franklin County Master Gardeners are meeting monthly now and hosting weekly plant clinics at the Extension office and the County libraries.



## **Other Reports**

### **11. Special Project Consultant – Alan Pierce**

#### **Action Items:**

**Board action to sign the Agreement between the Consortium and the County for the \$5 million match that will be sent to the Army Corps of Engineers for the Eastpoint & 2-mile dredge project.**

**On a motion by Commissioner Lockley, seconded by Commissioner Boldt, and by a unanimous vote of the Board present to approve signing the agreement between the Consortium and the County for the \$5 million match that be sent to the Army Corps of Engineers for the Eastpoint & 2-Mile dredge project.**

Commissioner Lockley inquired as to a timeline Mr. Pierce said that he believes the expected timeline is the fall/winter. They will begin in the Eastpoint channel. Mr. Pierce noted that these are local channels and not the most important projects to the Corps. We are stuck with the following the Corps and the project they have set. Commissioner Ward thanked Mr. Pierce for his clarification. Mr. Pierce said the project will begin at Barber's Seafood; the 2-Mile channel will begin at the mouth of the Apalachicola River to Lombardi's. The Eastpoint channel will go all the way to Barber's Seafood.

**Board action to authorize Chairman's signature on FDEP permit application.**

**Following a lengthy teleconference on Friday, Sept.17 with FDEP and the Corps of Engineers regarding Eastpoint and Two-Mile dredging projects, I request Board action for the county to become a co-applicant for the FDEP permit on the Eastpoint Channel. According the FDEP this is necessary because the county is creating a new spoil area for Eastpoint. This is not necessary for Two Mile because we are using an existing spoil site already owned by the county. The Chairman was also on the call, and he may want to elaborate more.**

**On a motion by Commissioner Boldt, seconded by Commissioner Ward, and by a unanimous vote of the Board present, the Board authorized the Chairman's signature on the FDEP permit application. Motion carried 5-0.**

### **12. TDC Administrator -- John Solomon**

#### **Informational Items:**

a. The June 2021 collections were \$327,038.47 which is an increase of \$43,303.71 or a 15% increase over June 2020. This is the highest collections for any one month in the history of the Franklin County TDC. The total fiscal year collections, as of June 30<sup>th</sup> has already surpassed the total 12-month collections last fiscal year which was a record. Last year's fiscal years collections were \$1,432,091.48. In the 9 months collected this fiscal year has been \$1,436,134.44. This is before the additional 1% took effect in July 2021.

b. TDC Chairman and I/Commissioner Jones attended the Visit Florida Governors Conference on September 8<sup>th</sup>-10<sup>th</sup>. We are very proud to announce that the Franklin County TDC was awarded the Henry award in the Rural Marketing category for our Forgotten Coast Mobile App. The Henry is the top award given in any category for the Flagler awards. This is the first Henry award for Franklin County and the 4<sup>th</sup> Flagler award in the past two years.

*“The Flagler Awards is an annual statewide competition recognizing outstanding Florida tourism marketing. The program was created by VISIT FLORIDA to honor the countless individuals and organizations that help position Florida as the No. 1 travel destination in the world. Each year the Flagler Awards pay tribute to the determined efforts of those who use their skill, resourcefulness, creativity and innovation spirit to market Florida to the world.”*

Commissioner Ward and Commissioner Boldt congratulated Mr. Solomon and the TDC staff.

### **13. Interim Airport Manager – Ted Mosteller**

#### **Informational Items:**

**FYI: Obstruction Clearance Project** (Tree/Vegetation eradication)—to address the deficiencies listed on the latest airport licensing inspection--safety issue.

We are proceeding with an RFP for Obstruction clearance/eradication. John reports that currently the project is with the FDOT.

Chairman Jones asked Mr. Mosteller to clarify what he meant by proceeding with an RFP for Obstruction. Mr. Moron clarified that until we receive the grant we cannot move forward with the project. Mr. Mosteller confirmed that the project is not being moved forward at this time.

Mrs. Griffith presented item E from her report at this time.

#### **BOARD INFORMATION:**

An email was sent to Ted Mosteller on September 8th, 2021, regarding revenues earned at the Apalachicola Regional Airport – the email stated that FDOT had the understanding that ALL airport revenues were being paid directly to the FBO, Centric Aviation, and that FDOT could not approve funds for future T-Hangar construction or the Fuel Farm if revenues were not going to the Airport.

Upon receiving a copy of this email from Mr. Mosteller, I called and sent a lengthy email to Quinton Williams the Aviation Program Manager with supporting documentation to correct the misunderstanding as that is not the case.

The county has small T-Hangers located at the airport which were included as part of the \$2,500 per month FBO lease agreement. In the same arrangement that was in place with previous fixed base operators (AIATC and Crystal Air), the FBO manages the leases, tenants, and payments for the small T-hangers. The T-Hangers were constructed utilizing private funds that were borrowed and repaid by Bill Ruic of AIATC. The T- Hangers being part of the FBO agreement allows for Franklin County to retain a high- quality FBO at the airport. The FBO is also responsible for purchasing and supplying all fuel at the airport and in turn remits 5% of the gross fuel sales as fuel sale commission to the county’s airport fund.

All other hanger rental revenues earned by the airport are paid directly to the Franklin County Airport Fund. Attached to the email sent to FDOT was a copy of all the other county lease agreements in place at this time for airport property and revenue totals. During my tenure with Franklin County, I remember two large hanger construction projects that were completed with FDOT funds – the airport corporate hanger and the airport paint hanger. Both of those hangers are occupied by tenants who remit their payments directly to the county and are subsequently deposited to the county airport fund. In the next fiscal year, it is estimated that the airport fund will receive approximately \$31,210 in airport fuel sale commissions from the FBO, approximately \$81,140 in hangar rent and \$180,000 in site rent.

Franklin County understands the importance of maintaining the sustainability of the Apalachicola Regional Airport and actively works to enhance the operating revenues of the airport. At this time all active leases have been submitted to FDOT for review.

FYI: Researching—with mogas demands increasing--It would be prudent to include the mogas equipment during the construction of the new fuel farm—however currently other than the card reader and space—mogas is not included in the new fuel farm project.

FYI: Tuesday 9/14/21--P & Z approved the construction of the Kasper hangar.

FYI: Cates Electric is scheduled to upgrade the electric service to the 60 x 60 sewerstation.

FYI: Cates Electric is scheduled for Monday 09/20/21 for EOC electric service repair/up-grade.

FYI: Pam is working on the EOC equipment/electric building roofing issue.

Update Note: Clint informed me that three of the seven Ring Power technicians haveCovet and that the vault generator repair will not be until next week—at best. As of Thursday-9/16/21—I have not heard back yet.

I continue to keep check on the generator--routinely-exercising (running).

Discussion--Consider that county supply manpower (—after work force back—from COVID?) and rent an excavator from Ring Power (estimated to be \$5,600/month to Franklin County) to clean out ditches/swales. (Includes portions in the RPZ's)—as I remember--the county last cleaned the ditches when the county' Komatsu excavator was new. The ditches have become overgrown with vegetation and appear not to be draining properly.

Update: John informs me that the ditch cleaning task is to be included in the drainage project as the BCC discussed last meeting.

Discussion: Consider that Road Departments' mechanic perform much needed servicing/maintenance/repair on airport equipment. (Most equipment is in deplorable condition and has not been serviced in years)

FYI: Since the GAO issue about paying yourself rent has recently come to light—as your Airport Manager who is charged with compliance with Federal, State, and local regulations—I am researching the GAO (General Accounting Office) /FAA issue of requiring County paying itself rent for non-aviation use of the airport facilities.

The issue stems from the fact that the Federal Government deeded the airport to the county as an AP-4 airport and has subsequently added support to the airport. The county has signed assurances to maintain the airport as such.

Have no update currently.

FYI Address the issue of FDOT policy of 'T' hanger rent collection process and non-aviation hangar use endangering future grant funds for 'T' hanger, box hanger and hangar construction. I currently have three prospective tenants wanting box hangers and the FBO has some 14 on a list awaiting 'T' hangers. The FDOT requires the county collect the rent funds and the FDOT funded hangers are **used for aviation purposes (aircraft storage, etc.)**.

In response of my enquiring of FDOT about possible hangar grant funds--I quote email from Quinton Williams (FDOT) to Ted 9/08/2021:

*Ted,*

*“The Department will not be able to contribute funds for future hangar development or any upgrades to the fuel farm, as it is our understanding that all revenues generated by the airport go directly to the FBO that resides on the airport. With the FBO being a private entity, it puts the Department in a jeopardizing situation by funding projects that only support that private owned business.*

*The Florida Public Airport Revenue Use Guide states: The ultimate goal of any airport development grant is to make the airports as self-sustaining as possible and minimize the need for further federal/state assistance. The diversion of airport revenue for non-aviation use limits the effectiveness of grant assistance and jeopardizes the goal of achieving self-sustainability."*

*Quinton Williams*

*D3 Aviation Program Manager*

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Note: While there is some misunderstanding--Staff is in communication with the FDOT (Quinton) concerning this issue. \*\*

FYI: To reiterate: Some issues to be resolved/addressed: Airport Manager Duties, etc. report. Update.

Flight Obstruction Clearance—safety issue. Fuel Farm, Mogas, etc.

EOC

Prospective list more than 14 waiting for 'T' hangars. 3 ea. Prospective tenants for a box hangar.

Review of leases—(FDOT) including revenue flow and use of facilities. Equipment inventory (including repair and maintenance)—much equipment in

deplorable condition. Has not been serviced or maintained--working on maintenance arrangements.

ID 5520

New 20' batwing mower on order Shelter for airport equipment.

Building maintenance--Leaking roofs, etc.--Electric service for T hangars Other T hangar repair/maintenance (rusting door roller tracks, etc.) Flight operations counter

NDB

Security Plan Master Plan

Apron rehabilitation

FBO hangar ventilation ceiling fans FBO hangar floor (original WWII)

Jingoli Power lease

Questions? /Discussion?

#### **14. American Rescue Plan Consultant – Traci Buzbee**

Ms. Buzbee said that nothing has changed, and they are saying report should be out by November 1<sup>st</sup>. Ms. Buzbee said that they are meeting as a committee to begin coming up with ideas but will have to wait to see what the final rule says. If there are projects that fit into the categories, we can begin working on it, or we can wait for the final guidance which they believe will be out by the end of the year. Mr. Moron said that he asked Ms. Buzbee to speak this morning because there are neighboring counties putting out information on what they are planning to spend the funds on. We are in fact meeting every week working towards the goal, but we are waiting for final rule so that we don't spend money that we have to pay back. Chairman Jones said that from working on the EPWS board, two million dollars won't really touch much when it comes to water and sewer. Chairman Jones said that broadband connection could be critical for our small community. It is just as important as the roads that we drive on. Commissioner Ward said she knows the rules constantly changing but was there storm water drainage in it at one time? Ms. Buzbee said yes, there was. Commissioner Boldt said we really should be focusing on one item to make it successful. Commissioner Parrish said while we are talking about storm water, we really need to remember the stormwater issue we have on Leslie Street. It limits access to the courthouse. Can we use some of these funds to leverage other funds? Mr. Moron said that he will reach out to Mr. Wade and set up a meeting with

Ms. Buzbee. Commissioner Lockley said we need to be reimbursed for the amount we paid to repair it. Mr. Moron said he will have a discussion with Mr. Wade and see if there needs to be a motion. Ms. Buzbee reiterated that the municipalities and counties received direct funds, but cities received funding from the state. Commissioner Lockley said the rules should been there when they made the announcement that the funds were there. Chairman Jones said it affects the smaller counties because we don't have the funds to move forward with the projects and wait for reimbursements.

### **Presentations and Requests**

#### **15. Eastpoint Civic Association - Betty Webb**

The Eastpoint Civic Association would like to apply for a Highway Beautification Grant but as was done with St. George Island, the County will have to be the applicant. Mrs. Webb is here to discuss this project with the Board and seek approval to proceed with the application.

Mrs. Betty Webb addressed the Board asking for their approval to proceed with the application for the Highway Beautification Grant.

**Commissioner Ward made a motion to approve the resolution of approval to proceed with the Highway Beautification Grant, Commissioner Lockley seconded the motion. Motion carried 5-0.**

Mr. Moron presented item C from his report at this time.

Board discussion and direction.

USDA Eastpoint: At a previous meeting the Board authorized the Eastpoint Civic Association to apply for a USDA Rural Business Development Grant for the completion of an Eastpoint Waterfront Feasibility Study. Since the County is the applicant on the grant, the Board has authorized the Chairman to sign necessary documents as part of the application and the County recently was notified of the award of funds. Today, USDA is requesting the County to complete, along with authorizing the Chairman's signature, an EFT form for the transfer of the funds.

Board action to authorize staff to complete and authorize the Chairman's signature on the EFT form for the Feasibility Study grant funding.

**On a motion by Commissioner Ward, seconded by Commissioner Lockley, and by a unanimous vote of the Board present, the Board authorized staff to complete the EFT form for the Feasibility Study grant funding and authorized the Chairman to sign. Motion carried 5-0.**

The Board recessed at 9:59 a.m. and reconvened at 10:15 a.m.

### **Planning and Zoning Reports**

#### **16. Critical Shoreline Applications**

##### **a. 1494 Alligator Drive**

Consideration of a request to construct a 300'x4' dock access walkway with a 16'x10' Terminus to an existing deck. Property is described as Block L, Unit 2, Lot 2, Alligator Point, Franklin County, Florida. Request submitted by Salty Dog Construction, agent for Varela & Blair Anderson, applicants. Proposed request will be contingent upon State and Federal Permits.

Board recommended approval contingent upon State and Federal Permits or Exemption

BOARD ACTION: Approve, Table, or Deny

**On a motion by Commissioner Boldt, seconded by Commissioner Ward, and by a unanimous vote of the Board present, to approve the request to construct a 300'x4' dock access walkway with a 16'x10' Terminus to an existing deck. Property is described as Block L, Unit 2, Lot 2, Alligator Point, Franklin County, Florida. Motion carried 5-0.**

## **17. Commercial Site Plan Applications**

### **a. 373 AIRPORT ROAD**

Consideration of a request for site plan review of a new 60'x50' airplane hangar on property described as 28 Airport Road, Apalachicola, Franklin County, Florida. Request submitted by Bob Windolf, Agent for Robert Kasper, applicant.

Board recommended approval

BOARD ACTION: Approve, Table, or Deny

Mr. Moron said there were statements from the airport manager and airport engineers in the application. The board recommended approval based on all the information provided at the meeting. Chairman Jones asked if this was on airport property and if the individual was paying to install their own hangar. Mrs. Griffith said yes that is correct and they are paying to rent the site.

**On a motion by Commissioner Boldt, seconded by Commissioner Ward, and by a unanimous vote of the Board present, the Board approved the commercial site plan application located at 373 Airport Road. Motion carried 5-0.**

Commissioner Lockley asked if the hangar reverted to the county. Mr. Pierce said yes, after twenty years.

## **18. Ordinance Amendment Applications**

Franklin County Private Property Rights Comp Plan Amendment Consideration of a request to amend the Franklin County Private Rights Comp Plan. Request submitted by Mark Curenton, Agent for Franklin County, applicant. Board recommended approval

BOARD ACTION: Approve, Table, or Deny

Chairman Jones said as he understands this is language coming down from the legislature. Attorney Shuler confirmed this is the basic information being recommended. Mr. Pierce stated that Franklin County has been very good about protecting the rights of property owners and that the legislature is just getting around to adding the language to the plan.

**On a motion by Commissioner Ward, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, the Board approved scheduling a public hearing on the proposed amendments to the Franklin County Private Rights Comp Plan. Motion carried 5-0.**

## 19. Zoning Administrator Report

For information:

A few meetings ago Commissioner Bert Boldt inquired about doing research on other counties that have a Magistrate for Planning and Zoning. I checked with several counties: Wakulla, Gulf County, Liberty County, and Calhoun County to which all responded with having no Zoning Magistrate. I then reached out to Commissioner Boldt for possible suggestions of other counties, and he stated he researched Fernandina Beach. After researching their website as well as speaking with the Planning Director, it was verified that they have a regular Planning & Zoning Board and a Quasi-Judicial Board but do not have a Zoning Magistrate for either board. The only magistrate they have is a Special Magistrate specifically for Code Enforcement.

Planning & Zoning Adjustment Board has been doing very well. The last meeting, we had 7 Board Members in attendance. District 5 seat member resigned, so David Duncan who was At Large is now designated as District 5 seat member. Joey Taranto was moved from Alternate seat to At Large Seat Member. District 4 chair is still vacant, and we now have 2 alternate seats available.

Attorney Shuler recommended the Board approve the changes to the Planning & Zoning Adjustment Board proposed above.

**On a motion by Commissioner Parrish, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, the Board adopted the changes approved by the Planning & Zoning Adjustment Board who designated David Duncan as the District 5 seat member and Joey Taranto as the At Large Seat Member. Motion carried 5-0.**

Mr. Moron said that the alternate seats can be filled by anyone in the county. They are not restricted. There are two vacant seats at this time and Mrs. Bankston will advertise them on the Franklin County website.

Mrs. Bankston updated the Board on the replacement of the No wake zone signs damaged during Hurricane Michael. She reported that FWC who suggested three contractors, and she has contacted each of them, but none were able to assist. One of the contractors did suggest a fourth contractor and she has contacted them waiting for response. The signage is not the issue it is finding a contractor to install the signs. Commissioner Boldt questioned the areas and has area constituents are concerned with speeding. Mr. Moron said that he can send Commissioner Boldt the map with the designated areas, and he can let Mrs. Bankston know if that is not exactly where he wanted them.

## Public Hearings

## 20. Franklin County Volunteer Fire Department Acquisition & Demolition

Franklin County, Florida anticipates applying for Rebuild Florida Hazard Mitigation Grant Match Program Funding in the amount of \$100,894.00 provided by the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant – Disaster Recovery (CDBGDR) allocation for Hurricane Michael to reimburse the non- federal portion of an awarded and eligible Hazard Mitigation Grant Program (HMGP) grant. Funding will be administered by the Florida Department of Economic Opportunity (DEO).

Mr. Pierce said the estimated value is approximately \$400,000. The fire department will receive around \$350,000 and \$50,000 will be reserved for closing costs and potential demolition costs. The application is intended to fill the county's matching grant. Mr. Pierce suggested the Board consider looking at the Bald Point trust fund in the event we are not funded by the CDBG-R. Mr. Pierce said that we need to have the ability to relocate the road in the event it is needed. Attorney Shuler asked if we had a written agreement with the fire department and if not, one was needed before we give any money away. Mr. Pierce said that we are not going to give them any money at this time, that we are just in the application process. Commissioner Boldt said there is a safety issue as the road bends around the fire department and some accidents have already occurred.

Mr. Pierce read the following into the record. The Florida Department of Economic Opportunity (DEO) has allocated \$109 million in CDBG-R funds to the Hazard Mitigation Grant Program (HGMP) Match Program, which will be administered by DEO.

As an applicant under the Federal Emergency Management Agency's (FEMA) HMGP, Franklin County is eligible to participate in the Match Program made available through the DEO to reimburse the non-federal portion of an awarded and eligible HMGP grant. The Match Program is funded by the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant – Disaster Recovery (CDBG-DR) allocation for Hurricane Michael recovery, described in the Supplemental Appropriations for Disaster Relief Act, 2018 (Public Law 115-254) and the Additional Supplemental Appropriations for Disaster Relief Act, 2019 (Public Law 116-20).

Attorney Shuler asked if we had something in writing from the fire department. Mr. Pierce said we did not at this time. Attorney Shuler said that the county would need to have a written transfer agreement in place before getting too far into the process. Commissioner Boldt said that he feels this compliments the work FEMA has already done on the road. Commissioner Boldt said that the folks at Alligator Point are planning and thinking about this factor a year in advance. He said that ultimately, he wants them to bring a plan of care to the Board to protect the road. He said that is his spirit of encouragement to them. Mr. Moron called for public comments and there was none.

**On a motion by Commissioner Boldt, seconded by Commissioner Ward, and by a unanimous vote of the Board present, the Board approved applying for the Rebuild Florida Hazard Mitigation Grant Match Program Funding in the amount of \$100,894.00 provided by the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant – Disaster Recovery (CDBGDR) allocation for Hurricane Michael to reimburse the non- federal portion of an awarded and eligible Hazard Mitigation Grant Program (HMGP) grant. Motion carried 5-0.**

Commissioner Parrish asked if we should be entering into a contract with Alligator Point. Mr. Pierce said that if we get approved, we will get a contract, if they don't sign, we will turn the money back.

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

#### **21. RFQ - Airport Manager Services**

Franklin County Board of County Commissioners will be receiving qualifications until September 20th, 2021, for the contract position of Airport Manager for the Apalachicola Regional Airport (KAAF).

Mr. Moron asked the Board if they would consider tabling the item and redo the process without Mr. Mosteller being a part of it. He said that he is trying to find a way to not exclude him. However, he sat in



on the meeting to create the RFQ qualifications. Attorney Shuler said he would like to draw the Board's attention back to the roof contractor from a previous meeting. You cannot prepare the specs and bid on the project. Attorney Shuler recommended tabling or disqualifying Mr. Mosteller. Commissioner Boldt said he would like to ensure that Mr. Mosteller has an opportunity to ethically apply. Chairman Jones said that he thinks the Board should be very careful because they don't want it to look like they have already decided. Commissioner Boldt agreed and wants Mr. Mosteller to be able to apply. Commissioner Lockley said that Mr. Mosteller knew this was a temporary position when he took it. He heard the ruling regarding the roofer that Attorney Shuler gave. Commissioner Lockley said he is quite sure Mr. Mosteller should have known that he couldn't be on the committee making the specifications and then apply. Commissioner Boldt said that we have a built-in interview, interns often get the job they intern for. Commissioner Lockley said it isn't interning he is talking about but the specifications he may have helped write. Chairman Jones said at the end of the day we can talk about ethics all day long, but we need to act ethically. For Board members to be champions for Mr. Mosteller and tell other applicants that they need to resubmit because he applied, it appears that we have already made our minds up. Chairman Jones said that he feels Mr. Mosteller has done a great job but we need to do what is ethically right. He asked what is going to happen if those applicants don't resubmit their applications. Mr. Moron said that it does send a bad signal and he wishes that Mr. Mosteller would have stepped aside and let us know that he planned to apply. Mr. Moron noted that even the State has rules against this, and he worries how it makes Franklin County look in the process. Commissioner Lockley said that Mr. Mosteller does a good job, but he put his application in and the way we are talking right now it looks like he has the job. He helped write the specs and people may think that he wrote those in his favor. Commissioner Boldt said that he hopes that we can preserve Mr. Mosteller and his knowledge. Commissioner Lockley said he would like to look at the applicants instead of throwing them back to reapply. Mr. Moron asked how we would go about rewriting the specs to be fair and transparent to the public. Commissioner Parrish said he is disappointed that only three people applied for the job. Commissioner Parrish suggested putting off until the first of the year and readvertising. Mr. Mosteller could stay on as interim until then. Mr. Moron said maybe we should expand further than 100 miles to create a better pool of applicants. Mr. Moron suggested sitting down with AVCON to create a new RFQ. Commissioner Parrish said that he was expecting 7-8 applicants. He said that he agrees with everything else, but he would like to see a larger pool of applicants.

**Commissioner Parrish made a motion to table and readvertise.**

Attorney Shuler said that the proper procedure would be for the Board to reject all bids. Mr. Moron warned the Board that increasing the specifications the Board may have to increase the salary.

**Commissioner Parrish withdrew his motion to table and readvertise.**

Commissioner Lockley said that he doesn't think it should take until the first of the year. He said that he isn't against Mr. Mosteller putting in an application and he knows that he is qualified. However, he can't be on the committee creating the RFQ and applying for the position.

Mr. Moron asked if there was a motion rejection all bids submitted this morning and readvertise within 60 days. Commissioner Lockley asked what the response would be to the public to justify restarting the process. Mr. Moron said that we are rejecting the applications because one of the applicants helped create the RFQ. Mr. Moron said that he believes that he can do research and get another ad for the Board's review. Mr. Moron said that the Board would still have to approve the ad and readvertisement. Commissioner

Parrish noted that some of the qualifications were previously removed. If we are going to increase the money, we are going to have to add back some qualifications.

**Commissioner Ward made a motion to reject the RFQs and readvertise within the next 60 days. Commissioner Boldt seconded the motion.** Commissioner Boldt said he would like to fold in the need for criteria that we need for this qualification. We want to be careful that we are not reaching out too far.

Attorney Shuler recommended the Board make a motion on the bids, and a separate motion to start a committee.

**Commissioner Ward amended her motion to extend Mr. Mosteller as interim manager until the Board decides on a new one. Commissioner Boldt seconded the motion. Motion carried 5-0.**

**Commissioner Ward made a motion to appoint a new review committee so that there is no conflict of interest. Commissioner Boldt seconded the motion.** Commissioner Lockley said anyone who plans to apply cannot serve. **Motion carried 5-0.**

Commissioner Lockley asked if the Board had opened itself up for a lawsuit. Attorney Shuler said that a decision was made based on problematic matters, a low number of applicants, increasing pay and qualifications and extending the geographical area. Attorney Shuler said that he believes that Board made a reasonable and defensible decision should someone choose to defend it.

### **County Staff & Attorney Reports**

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

##### **a. BOARD ACTION: Florida Boating Improvement Grant Award**

Franklin County received the attached notification from the Florida Fish and Wildlife Conservation Commission that the \$80,000 design grant application for the St. George Island Boat Ramp Improvements was approved. FWC will be sending Franklin County the formal grant agreement for this project.

Board action to accept this grant award and authorize the chairman to sign the grant agreement and return to FWC once received.

**On a motion by Commissioner Ward, seconded by Commissioner Lockley, and by a unanimous vote of the Board present, the Board approved accepting this grant award and authorized the Chairman to sign the grant agreement and return to FWC once received. Motion carried 5-0.**

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

At the June 1st meeting, the Board authorized staff to proceed with negotiations with the highest ranked firm, Southeastern Consulting Engineers, for the construction, engineering, and inspection on the SCOP CR30A Resurfacing Project. The CEI for this project will include the construction engineering and inspection services for approximately 5.26 miles of resurfacing and widening.

Board action to approve and authorize the chairman to sign the attached \$208,888 contract with Southeastern Consulting Engineers for the SCOP CR30A Resurfacing Project.

**On a motion by Commissioner Parrish, seconded by Commissioner Lockley and Commissioner Ward, and by a unanimous vote of the Board present, the Board approved and authorized the Chairman to sign the attached \$208,888 contract with Southeastern Consulting Engineers for the SCOP CR30A Resurfacing Project. Motion carried 5-0.**

c. BOARD ACTION: Design Services SCRAP Grants CR67 from the Crooked River Bridge to SR 166 and State Forest Road 166 to State Forest Road 172.

Franklin County follows the Consultants' Competitive Negotiation Act (F.S. 287.055) in selecting engineering firms for design improvements. Mr. Mark Curenton, County Planner and County Attorney Michael Shuler have reviewed the ongoing contract with county engineering firm Dewberry and Florida Statute 287.055 allows for the county to negotiate with the contracted county engineer for the projects as both CR67 SCRAP projects fall below the construction cost thresholds which would require advertisement. Board Action to authorize staff to negotiate with county engineer Dewberry and Associates to provide design services for the two CR67 SCRAP agreements.

**On a motion by Commissioner Parrish, seconded by Commissioner Lockley, and by a unanimous vote of the Board present, the Board authorized staff to negotiate with county engineer Dewberry and Associates to provide design services for the two CR67 SCRAP agreements. Motion carried 5-0.**

d. BOARD ACTION: FRDAP Grant

The grant application window for the 2022/2023 Florida Department of Environmental Protection's FRDAP program opens on October 1st and closes on October 15th. The FRDAP program is a competitive award program for enhancements to parks and recreation facilities. The Commission mentioned three different park locations for improvements at your last meeting: St. George Island Playground, Vrooman Park in Eastpoint and Gene Sewell Park in Lanark Village. As the awards are competitive and entities are limited to two applications per year, I recommend submitting the applications on facilities with existing uses that will generate a score that will have the greatest chance of being funded. With that being said, I would like to permission to schedule and advertise public input meetings in the next two weeks for the St. George Island Playground and the Vrooman Park Improvements. As Gene Sewell Park is farther out in the planning process without the infrastructure in place at this time to generate a high score, I would like to schedule a community input meeting in the spring for that park location to have a clear direction on the park concept for future funding applications.

Board action to approve the advertising and scheduling of public meetings to discuss the proposed FRDAP projects.

**On a motion by Commissioner Ward, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, the Board approved the advertisement and scheduling of public meetings to discuss the proposed FRDAP projects. Motion carried 5-0.**

#### **BOARD INFORMATION:**

An email was sent to Ted Mosteller on September 8th, 2021, regarding revenues earned at the Apalachicola Regional Airport – the email stated that FDOT had the understanding that ALL airport revenues were being paid directly to the FBO, Centric Aviation, and that FDOT could not approve funds for future T-Hangar construction or the Fuel Farm if revenues were not going to the Airport.

Upon receiving a copy of this email from Mr. Mosteller, I called and sent a lengthy email to Quinton Williams the Aviation Program Manager with supporting documentation to correct the misunderstanding as that is not the case.

The county has small T-Hangers located at the airport which were included as part of the \$2,500 per month FBO lease agreement. In the same arrangement that was in place with previous fixed base operators (AIATC and Crystal Air), the FBO manages the leases, tenants, and payments for the small T-hangers. The T-Hangers were constructed utilizing private funds that were borrowed and repaid by Bill Ruic of AIATC. The T- Hangers being part of the FBO agreement allows for Franklin County to retain a high- quality FBO at the airport. The FBO is also responsible for purchasing and supplying all fuel at the airport and in turn remits 5% of the gross fuel sales as fuel sale commission to the county's airport fund.

All other hanger rental revenues earned by the airport are paid directly to the Franklin County Airport Fund. Attached to the email sent to FDOT was a copy of all the other county lease agreements in place at this time for airport property and revenue totals. During my tenure with Franklin County, I remember two large hanger construction projects that were completed with FDOT funds – the airport corporate hanger and the airport paint hanger. Both of those hangers are occupied by tenants who remit their payments directly to the county and are subsequently deposited to the county airport fund. In the next fiscal year, it is estimated that the airport fund will receive approximately \$31,210 in airport fuel sale commissions from the FBO, approximately \$81,140 in hangar rent and \$180,000 in site rent.

Franklin County understands the importance of maintaining the sustainability of the Apalachicola Regional Airport and actively works to enhance the operating revenues of the airport. At this time all active leases have been submitted to FDOT for review.

*Item addressed earlier in the meeting.*

**County Coordinator – Michael Morón**

**Action Items:**

a. Armory Proposal: On Friday, September 10th, Mark, and I met with representatives from Gilchrist Ross Crowe Architects to discuss the Armory sprinkler/fire suppression installation. The architects suggested bidding the sprinkler/fire suppression installation and the interior painting project as one project. When that project is completed, then we could discuss a timeline for refinishing the floors. I've sent you a copy of their Scope and Fee Proposal for your review and approval.

Board action to approve and authorize the Chairman's signature on the Scope and Fee proposal for the installation of the fire suppression system and interior painting project for Fort Coombs Armory.

Chairman Jones asked if they were basically going to take this out for bids once it has been designed. Will they receive the bids and approve them? Commissioner Parrish said the bids should come before the Board. Mr. Moron said it is basically how Dewberry does, they will make a recommendation and then the Board will approve. Commissioner Boldt asked if the painting would be done before the installation of the fire sprinklers to prevent any painting of the sprinkler heads. Mr. Moron said no. To preserve the historicity of the building, the sprinklers will be hidden in the ceiling.

**On a motion by Commissioner Ward, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, the Board approved and authorized the Chairman's signature on the Scope and**

**Fee proposal for the installation of the fire suppression system and interior painting project for the Fort Coombs Armory. Motion carried 5-0.**

b. SHIP Temporary Office: With the start of Armory fire suppression installation and interior painting project, the SHIP office will have to move out of the Armory until most of the project is completed. Mrs. Switzer has offered her Franklin's Promise office in Eastpoint (old Tiffin's Interior building) as a temporary SHIP office. Does the Board have any other suggestions for a temporary office location?

Board discussion and direction.

Commissioner Lockley said that he would like to see them stay in a public building because the Board is responsible for this. Chairman Jones said the Clerk is responsible for the documents. Commissioner Lockley said the documents should be under lock and key. Chairman Jones said he thinks it should be one location for the continuity of record keeping. Mr. Moron said the files will be kept at the armory under lock and key. Mr. Moron said what we are requesting is direction from the Board on a temporary location for meeting with clients. Chairman Jones suggested the library in Eastpoint, the Clerk's annex office in Carrabelle, and the board room in Apalachicola. Mr. Moron said the project should get started in October and we need it done by the beginning of January. Commissioner Lockley said that it shouldn't take that long.

c. USDA Eastpoint: At a previous meeting the Board authorized the Eastpoint Civic Association to apply for a USDA Rural Business Development Grant for the completion of an Eastpoint Waterfront Feasibility Study. Since the County is the applicant on the grant, the Board has authorized the Chairman to sign necessary documents as part of the application and the County recently was notified of the award of funds. Today, USDA is requesting the County to complete, along with authorizing the Chairman's signature, an EFT form for the transfer of the funds.

Board action to authorize staff to complete and authorize the Chairman's signature on the EFT form for the Feasibility Study grant funding.

*Item addressed earlier in the meeting.*

d. Interim Airport Manager: As the Board has opened and read aloud the submissions for Airport Manager services, forwarded those packets to the review committee for ranking and a recommendation to be presented at your October 5th meeting. As the Board is aware the agreement with your Interim Airport Manager expires on September 30th. I recommend paying Mr. Ted Mosteller \$1500 (same amount as the monthly agreement) for the month of October, so that Mr. Mosteller could continue to serve as the Interim Airport Manager until the Board engages a permanent Airport Manager. At that time, Mr. Mosteller would then shift to a support role assisting the new Airport Manager with transitioning until October 31st.

Board action to pay Mr. Mosteller \$1500 for the month of October. He will continue to serve as the interim Airport Manager until the Board engages a permanent Airport Manager. Mr. Mosteller would assist the new Airport Manager until October 31st.

*Item addressed earlier in the meeting.*

e. CDBG-DR Requirement: Mrs. Traci Buzbee, who is working on the CDBG-DR match application for generators, stated that a Citizen Participation Plan and a Citizen Complaint Policy is a required as part

of the application. Mrs. Deborah Belcher provided a draft copy of a CDBG Citizen Participation Policy and Complaint Plan (attached) for your review.

Board action to approve the CDBG Citizen Participation and Complaint Plan/Policy.

**On a motion by Commissioner Lockley, seconded by Commissioner Parrish, and by a unanimous vote of the Board present, the Board approved the CDBG Citizen Participation and Complaint Plan/Policy. Motion carried 5-0.**

f. Road Paving Change Orders: The following are change orders to the paving project: Widening and asphalt overlay with double yellow lines and stop bar on Rio Vista Road for \$46,940; striping on 8th and Gulfview Drive for \$2,930; stripe stop bar and sign at Lighthouse Road and Beacon intersection for \$1,400. Each change order will be paid from the appropriate district.

Board action to approve the change orders for Rio Vista Road, 8th and Gulfview, and Lighthouse Road for a total of \$51,270.

Commissioner Ward asked for clarification for the issue at Lighthouse and Beacon. This was an error on the contractor's part, and she doesn't feel the county should have to pay. Commissioner Ward asked Mr. Moron to investigate this matter.

**On a motion by Commissioner Ward, seconded by Commissioner Boldt, to approve the change orders for Rio Vista Road, Gulfview, and 8<sup>th</sup> Street. Motion carried 5-0.**

Commissioner Lockley questioned the price of the stripe stop bar and sign at Lighthouse.

g. Gulf County Letter of Support: In their continuing effort to develop a floating Dry-dock and ship repair facility in Port St. Joe, Gulf County is decreasing their TRIUMPH bequest to meet their metric percentages for the project. They are asking for a letter of support to submit with an application, a request for \$4 million dollars, to the Economic Development Administration's American Rescue Act to allow a reduction in funds to the Triumph request. A draft copy of the letter is attached to my report.

Board action to authorize the Chairman's signature on the Gulf County letter of support.

Chairman Jones clarified that this was for their allocation of money at Triumph. Commissioner Lockley said that we need some workers at the shipyard. Commissioner Jones if they don't get this funding, we will never get any.

**On a motion by Commissioner Parrish, seconded by Commissioner Boldt, to authorize the Chairman's signature on the Gulf County letter of support.** Commissioner Boldt said that he thinks this is a good neighbor vote with long term potential. **Motion carried 5-0.**

h. CareerSource New Member: The County has received a request from the Apalachicola Bay Chamber of Commerce to appoint Ms. Shelia Hauser to the CareerSource Gulf Coast Board on the Franklin County Private Sector seat. If appointed, her term will be for three years beginning September 7, 2021. CareerSource staff and administration are aware of this request.

Board action to appoint Ms. Shelia Hauser to the CareerSource Gulf Coast Board on the Franklin County Private Sector seat for a three-year term.

**On a motion by Commissioner Parrish, seconded by Commissioner Ward, to appoint Ms. Shelia Hauser to the CareerSource Gulf Coast Board on the Franklin County Private Sector seat for a three-year term.**

Chairman Jones asked who she would be replacing. Mr. Moron said she is filling a vacancy from Ms. Betty Croom. **Motion carried 5-0.**

i. Legislative Project Funding: At your last meeting, I informed you of the January 2022 start to the legislative session and the need to prepare for the early submission of funding request to both Senator Ausley's and Representative Shoaf's offices. This year, I recommend that the Board authorize Traci Buzbee to assist with the submission of any funding request. The only request I have for the Board's consideration today is additional funding for the construction of the County's EOC. Does the Board have additional projects for discussion?

Board action to authorize Traci to assist with the legislative funding request applications.

Mr. Moron recommended asking the state legislature for separate fundings for the new EOC building. Commissioner Lockley said we should ask for because if one is denied we still have a shot. Commissioner Parrish asked if they are still wanting us to prioritize the cities. Mr. Moron said he asked, and they acted like they didn't know that we haven't done this in the past. Commissioner Parrish said if we are going to make a funding request for the EOC it benefits the entire county not just specific cities. Commissioner Boldt said there is a huge sentiment that the new EOC should be located on Hwy 65. Mr. Moron said he has started meeting with FAA and different people. He was going on the direction of the Board from the last meeting. Chairman Jones said that at a previous meeting a motion was made based on Mrs. Brownell's recommendation to build the new EOC close to the airport. Chairman Jones said he is not opposed to building it up Hwy 65 but \$1.5-2 million will not be anything close to the cost of building it at a new location. It will become a funding problem. Commissioner Lockley reminded the Board that the Governor once landed at the airport for a visit during an emergency and there is nowhere to land up Hwy 65. It makes the process of getting assistance quicker. Mr. Moron asked the Board to think of how long it has taken us to get funding for the sprinkler system at the armory, funding is an issue.

**On a motion by Commissioner Ward, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, the board authorized submission of a request for additional funding for the construction of the County's new EOC. Motion carried 5-0.**

j. Workshops: Over the last few months the Board discussed scheduling several workshops after completing the budget process. With your final budget public hearing scheduled for this evening at 5:15 p.m., is there a particular order to schedule these workshops. The three pending workshops for scheduling are the State Fire Marshal's Volunteer Fire Department staff, TDC Board infrastructure projects, and Apalachee Regional Planning Council beach parking discussion. After the Board decides on a priority listing for these workshops, I will contact the appropriate agencies.

Board discussion and direction.

Chairman Jones said that we will need to talk to the State Fire Marshal and Regional Planning Council to see if they are available first.

The Board agreed on holding the hearings in the following order: Fire Marshal, ARPC and then TDC.

### **Informational Items:**

k. Traffic Concerns: Inform the Board that I met with Benny Jacobs of Ferrovial Services (FDOT Contractor) to discuss the list of traffic concerns stated by the Board at the last few meetings. Some of the issues have been addressed, but most of the requests for speed limit changes and changes to passing zones have been sent to FDOT's traffic operations for review. I will update the Board as I receive information.

SGI Brewfest: Inform the Board that the 5th Annual SGI Brewfest has been postponed until April 23, 2022, which is the next regularly scheduled event date. Current ticket holders are encouraged to keep their tickets and use them at the 2022 event. As a reminder, this is a major fundraiser for the Franklin County Humane Society, so without this year's event any contributions to the Humane Society would be greatly appreciated.

### **24. County Attorney – Michael Shuler**

#### **Action Item:**

a. 974 Teresa Avenue, Eastpoint

There is an apparent zoning code violation occurring at 974 Teresa Avenue, Eastpoint, Florida. The property is zoned R4. This zoning category does not allow for a group home or similar use, yet that is the apparent use being made of the property.

Board Action Requested: Request board approval to send notification letter to property informing them of our understanding of the apparent zoning violation and, if true, demanding that the owner cease and desist the use of the property in violation of the zoning code.

**On a motion by Commissioner Ward, seconded by Commissioner Boldt, to approve sending a notification letter to property owner at 974 Teresa Avenue, Eastpoint, Florida, informing them of our understanding of the apparent zoning violation and, if true, demanding that the owner cease and desist the use of the property in violation of the zoning code.**

Commissioner Parrish said that he had received a lot of calls from people who do not want it there. He said that it is his understanding that they are bringing in people from all over the state and other states. People don't want this stuff in a family neighborhood. Attorney Shuler confirmed with Commissioner Ward that her motion includes more than just sending a letter. Attorney Shuler said there will be no enforcement action as far as going to court before coming back before the Board. Commissioner Ward said that she understood and included that in her motion. Commissioner Lockley asked how they received permission. Chairman Jones said that he didn't think that they had, and that is why we are here. Commissioner Lockley said that we need to shut this down today. Chairman Jones said there are a lot of people in our community that think they can do whatever they want. Chairman Jones said that is why we need code enforcement.

**Motion carried 5-0.**

Commissioner Boldt asked if the Board could consider drafting a contract with all volunteer fire departments to include standards on the use of MSBU funds. Mr. Moron suggested waiting until after we hold the workshops. Mr. Moron reminded the Board about the Final Budget Hearing designed for the public to speak. It will not be live streamed but will be on Zoom.



**25. Commissioners' Comments**

Commissioner Lockley spoke regarding the apparent zoning violation. He said that people have good intentions, but the people they are bringing in might not have good intentions. When you are bringing people into the community and then someone gets hurt it always falls back on the county commissioners. We should provide to stop it. They still must go through due process to get things done.

**26. Adjournment**

There being no further business to come 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  
BUDGET HEARING  
COURTHOUSE ANNEX, COMMISSION MEETING ROOM  
SEPTEMBER 21, 2021  
5:15 PM  
MINUTES**

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

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

**1. Call To Order**

Chairman Jones called the meeting to order at 5:19 p.m. Chairman Jones announced that this was the 2<sup>nd</sup> and final Budget Public Hearing to adopt the final millage levy and final budget for fiscal year 2021-22.

**2. Prayer and Pledge**

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

**3. Budget Information**

Mrs. Erin Griffith stated that the Board must adopt the ***final budget and final millage rate***. It will take 5.4707 mills to fund this budget. The total of the budget is \$77,344,340. The tentative millage rate of **5.4707** mills is **1.33% greater** than the rolled back rate of **5.3991** mills. The millage is 1.33% above the rolled back rate due to an increase in the FRS retirement contribution rates as set by the Florida Legislature, an increase of 4% in the cost of health insurance, rising property insurance premiums, an increase in the transfer to the tax increment districts, increases in departmental budgets as outlined in the handout, and the funding of the first year implementation of the five year pay and classification plan as developed by Evergreen Solutions for all employees of Franklin County.

**4. Public Comments**

Mr. Moron called for public comments. There were no public comments.

**5. Budget Discussion**

There was no discussion.

**6. Adoption of 2021-22 Final Millage Rate and Budget**

**a. Board action to adopt a resolution adopting the final 2021-22 millage levy**

**RESOLUTION  
FRANKLIN COUNTY  
BOARD OF COUNTY COMMISSIONERS  
RESOLUTION ADOPTING MILLAGE LEVY**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, FLORIDA, ADOPTING THE FINAL LEVYING OF AD VALOREM TAXES FOR FRANKLIN COUNTY FOR FISCAL YEAR 2021/2022; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the BOARD OF COUNTY COMMISSIONERS of Franklin County, Florida, on September 21<sup>st</sup>, 2021, adopted Fiscal Year 2021-2022 Final Millage Rate following a public hearing as required by Florida Statute 200.065: and

**WHEREAS** the gross taxable value for operating purposes not exempt from taxation within Franklin County has been certified by the County Property Appraiser to the BOARD OF COUNTY COMMISSIONERS as \$2,334,118,830.

**NOW, THEREFORE, BE IT RESOLVED** by the BOARD OF COUNTY COMMISSIONERS of Franklin County, Florida that:

1. The Fiscal Year 2021/2022 operating millage rate for Franklin County is **5.4707 mills** which is greater than the rolled-back rate of **5.3991** mills by **1.33%**.
2. This resolution shall take effect immediately upon its adoption.

**This Resolution DULY ADOPTED** at a public hearing this 21st day of September 2021.

Time adopted 5:24 p.m.

**On a motion by Commissioner Lockley, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, the Board adopted a resolution adopting the final 2021-22 millage levy. Motion carried 5-0.**

**b. Board action to adopt a resolution adopting the 2021-22 final budget**

**RESOLUTION  
FRANKLIN COUNTY  
BOARD OF COUNTY COMMISSIONERS  
RESOLUTION ADOPTING FINAL BUDGET**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, FLORIDA, ADOPTING THE FINAL BUDGET FOR FISCAL YEAR 2021/2022; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Board of County Commissioners of Franklin County, Florida on September 21<sup>st</sup>, 2021, held a public hearing as required by Florida Statute 200.065, and

**WHEREAS**, the Board of County Commissioners of Franklin County, Florida, set forth the appropriations and revenue estimates for the Budget for Fiscal Year 2021/2022 in the amount of \$77,344,340.

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

1. The Fiscal Year 2021/2022 ***Final Budget*** be adopted.
2. That copies of this Resolution containing the said budget be spread upon the records of Franklin County, Florida.
3. This resolution shall take effect immediately upon its adoption.

This Resolution **DULY ADOPTED** at a public hearing this 21<sup>st</sup> day of September 2021.

Time adopted 5:25 p.m.

**On a motion by Commissioner Lockley, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, the Board adopted a resolution adopting the 2021-22 final budget. Motion carried 5-0.**

#### **7. Commissioners' Comments**

Chairman Jones said he was very thankful that county staff was able to get the numbers crunched and very close to the roll back rate. He said that we are doing some things to change the culture of the county. Commissioner Ward concurred with Chairman Jones' sentiments.

#### **8. Adjournment**

There being no further business to come 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  
SPECIAL MEETING  
COURTHOUSE ANNEX, COMMISSION MEETING ROOM  
SEPTEMBER 30, 2021  
9:00 AM  
MINUTES**

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

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

**1. Call To Order**

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

**2. Prayer and Pledge**

Commissioner Ward led the Board in prayer followed by the Pledge of Allegiance.

**3. Payment of County Bills**

- a.** The final Bill List for Fiscal Year 2020-21 will be presented to the Board for Payment.

**Board action to approve the final Bill List for FY 2020-21 for payment.**

**On a motion by Commissioner Parrish, seconded by Commissioner Lockley, and by a unanimous vote of the Board present, the Board approved the final Bill List for FY 2020-21 for payment. Motion carried 5-0.**

Commissioner Lockley inquired as to if this was the final bills to close out the year. Mr. Moron said there may be additional bills that come in within the next two months to close out the fiscal year. Those will be brought to the Board for approval at that time.

**4. Commissioners' Comments**

There were no Commissioners' comments.

**5. Adjournment**

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

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Ricky Jones – Chairman

Attest:

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Michele Maxwell - Clerk of Courts

October 5, 2021  
Franklin County Road Department  
Detail of Work Performed and Material Hauled by District  
Detail from 9/16/2021 - 9/29/2021

**District 1**

**Work Performed:**

<b><u>Date</u></b>	<b><u>Road</u></b>
Sign Maintenance	9/16/2021 Tallahassee Street
Sign Maintenance	9/16/2021 Tallahassee Street
Cut grass along shoulders of road on county right of way	9/16/2021 Avenue A (District 1)
Checked county roads for safety of traveling for public	9/16/2021 County Roads, St. George Island
Cut grass along shoulders of road on county right of way	9/20/2021 School Road
Cut grass along shoulders of road on county right of way	9/20/2021 Twin Lakes Road
Cut grass along shoulders of road on county right of way	9/20/2021 Tip Tucker Road
Pot hole Repair (Fill)	9/20/2021 W Bay Shore Drive
Pot hole Repair (Fill)	9/20/2021 W Bay Shore Drive
Pot hole Repair (Fill)	9/20/2021 W Bay Shore Drive
Cut grass along shoulders of road on county right of way	9/21/2021 Smith Street
Cut grass along shoulders of road on county right of way	9/21/2021 N Bay Shore Drive
Dig out ditches, Cleaned ditches	9/21/2021 Carroll Street
Dig out ditches, Cleaned ditches	9/21/2021 N Bay Shore Drive
Flagged	9/21/2021 Rose Drive
Flagged	9/21/2021 N Bay Shore Drive
Flagged	9/21/2021 Carroll Street
Cut grass along shoulders of road on county right of way	9/21/2021 Moore Street
Cut grass along shoulders of road on county right of way	9/21/2021 Varnes Street
Weep Hole Maintenance Cut/ Cleared / Dug Out	9/21/2021 N Bay Shore Drive
Cut grass along shoulders of road on county right of way	9/21/2021 Hatfield Street
Cut grass along shoulders of road on county right of way	9/21/2021 Pruett Road
Cut grass along shoulders of road on county right of way	9/21/2021 Creamer Street
Weep Hole Maintenance Cut/ Cleared / Dug Out	9/21/2021 Indian Creek (Culvert under N BAYShore)
Cut grass along shoulders of road on county right of way	9/21/2021 Rose Drive
Cut grass along shoulders of road on county right of way	9/21/2021 David Street
Cut grass along shoulders of road on county right of way	9/21/2021 Carroll Street
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	9/21/2021 Carroll Street
Litter Pickup, Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	9/21/2021 Carroll Street
Cut grass along shoulders of road on county right of way	9/21/2021 East Bay Drive
Cut grass along shoulders of road on county right of way	9/21/2021 Hickory Dip Road
Trim Trees, Cut bushes back	9/23/2021 Avenue A (District 1)
Trim Trees, Cut bushes back	9/23/2021 Old Ferry Dock Road
Pot hole Repair (Fill)	9/27/2021 David Street
Pot hole Repair (Fill)	9/27/2021 State Street
Pot hole Repair (Fill)	9/27/2021 Shuler Avenue
Pot hole Repair (Fill)	9/27/2021 Adams Street
Pot hole Repair (Fill)	9/27/2021 2nd Street
Pot hole Repair (Fill)	9/27/2021 Dunlap Road
Pot hole Repair (Fill)	9/27/2021 Segree Street
Pot hole Repair (Fill)	9/27/2021 Shuler Avenue
Pot hole Repair (Fill)	9/27/2021 Hickory Dip Road
Pot hole Repair (Fill)	9/27/2021 State Street

**District 1****Work Performed:**

<b><u>Date</u></b>	<b><u>Road</u></b>
Pot hole Repair (Fill)	9/27/2021 David Street
Pot hole Repair (Fill)	9/27/2021 Adams Street
Pot hole Repair (Fill)	9/27/2021 Hickory Dip Road
Pot hole Repair (Fill)	9/27/2021 2nd Street
Pot hole Repair (Fill)	9/27/2021 Segree Street
Pot hole Repair (Fill)	9/28/2021 E 2nd Street
Pot hole Repair (Fill)	9/28/2021 E Pine Avenue
Pot hole Repair (Fill)	9/28/2021 E 2nd Street
Pot hole Repair (Fill)	9/28/2021 W 1st Street
Pot hole Repair (Fill)	9/28/2021 W 2nd Street
Pot hole Repair (Fill)	9/28/2021 W Bay Shore Drive
Pot hole Repair (Fill)	9/28/2021 W Pine Avenue
Cleaned out culverts	9/28/2021 W Bay Shore Drive
Sign Maintenance	9/28/2021 1st Street
Box drag	9/28/2021 Marks Street
Box drag	9/28/2021 W 3rd Street
Box drag	9/28/2021 W 4th Street
Box drag	9/28/2021 W 5th Street
Box drag	9/28/2021 W 6th Street
Box drag	9/28/2021 W 7th Street
Box drag	9/28/2021 W 9th Street
Trim Trees, Cut bushes back	9/28/2021 E 2nd Street
Box drag	9/28/2021 W Bay Shore Drive
Pot hole Repair (Fill)	9/28/2021 E 3rd Street
Box drag	9/28/2021 W Pine Avenue
Pot hole Repair (Fill)	9/28/2021 W Chili BLVD
Pot hole Repair (Fill)	9/28/2021 W 1st Street
Pot hole Repair (Fill)	9/28/2021 W Gorrie Drive
Pot hole Repair (Fill)	9/28/2021 W 8th Street
Pot hole Repair (Fill)	9/28/2021 W Pine Avenue
Blowed off road/parking lot/intersection	9/28/2021 W Pine Avenue
Pot hole Repair (Fill)	9/28/2021 E 3rd Street
Pot hole Repair (Fill)	9/28/2021 E 5th Street
Pot hole Repair (Fill)	9/28/2021 W Bay Shore Drive
Box drag	9/29/2021 Brown Street
Box drag	9/29/2021 W Bay Shore Drive
Box drag	9/29/2021 Bradford Street
Box drag	9/29/2021 Porter Street
Box drag	9/29/2021 W 10th Street
Box drag	9/29/2021 W 9th Street
Pot hole Repair (Fill)	9/29/2021 E 5th Street
Pot hole Repair (Fill)	9/29/2021 W 9th Street
Pot hole Repair (Fill)	9/29/2021 W 9th Street
Pot hole Repair (Fill)	9/29/2021 W 12th Street
Box drag	9/29/2021 Nedley Street
Box drag	9/29/2021 W Sawyer Street
Pot hole Repair (Fill)	9/29/2021 W 1st Street
Cut bushes back, Trim Trees	9/29/2021 W 8th Street
Pot hole Repair (Fill)	9/29/2021 W Bay Shore Drive

**District 1****Work Performed:**

<u>Work Performed:</u>	<u>Date</u>	<u>Road</u>
Pot hole Repair (Fill)	9/29/2021	Alley between Franklin BLVD and W 1st Street
Pot hole Repair (Fill)	9/29/2021	W 12th Street
Pot hole Repair (Fill)	9/29/2021	W Bay Shore Drive
Pot hole Repair (Fill)	9/29/2021	W 5th Street
Pot hole Repair (Fill)	9/29/2021	W Pine Avenue
Weed Eat & Cut Grass around signs & Culverts	9/29/2021	N Bay Shore Drive
Weed Eat & Cut Grass around signs & Culverts	9/29/2021	Old Ferry Dock Road
Pot hole Repair (Fill)	9/29/2021	W Pine Avenue

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

<u>Material HAUL From:</u>	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Ditch Dirt	9/21/2021	N Bay Shore Drive	18	0
Ditch Dirt	9/21/2021	Carroll Street	18	0
Ditch Dirt	9/21/2021	Avenue A (District 1)	18	0
Ditch Dirt	9/21/2021	3rd Street	18	0

<b>Ditch Dirt</b>	<b>TOTAL</b>	<b>72</b>	<b>0</b>
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Litter	9/21/2021	Carroll Street	1	0
Litter	9/29/2021	N Bay Shore Drive	0.5	0
Litter	9/29/2021	Old Ferry Dock Road	0.5	0

<b>Litter</b>	<b>TOTAL</b>	<b>2</b>	<b>0</b>
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**Material HAUL To:**

<u>Material HAUL To:</u>	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Cold Mix, Asphalt	9/27/2021	Segree Street	0.5	0
Cold Mix, Asphalt	9/27/2021	Adams Street	0.5	0
Cold Mix, Asphalt	9/27/2021	David Street	0.5	0
Cold Mix, Asphalt	9/27/2021	Hickory Dip Road	0.5	0
Cold Mix, Asphalt	9/27/2021	State Street	0.5	0
Cold Mix, Asphalt	9/27/2021	Shuler Avenue	0.5	0
Cold Mix, Asphalt	9/27/2021	Dunlap Road	0.5	0
Cold Mix, Asphalt	9/27/2021	2nd Street	0.5	0
Cold Mix, Asphalt	9/28/2021	W 1st Street	4	0
Cold Mix, Asphalt	9/28/2021	W Chili BLVD	4	0
Cold Mix, Asphalt	9/28/2021	E 5th Street	4	0
Cold Mix, Asphalt	9/28/2021	E 3rd Street	4	0
Cold Mix, Asphalt	9/28/2021	E 2nd Street	4	0
Cold Mix, Asphalt	9/28/2021	W Bay Shore Drive	4	0
Cold Mix, Asphalt	9/29/2021	E 5th Street	0.300000012	0
Cold Mix, Asphalt	9/29/2021	W 9th Street	0.300000012	0
Cold Mix, Asphalt	9/29/2021	W 12th Street	0.300000012	0
Cold Mix, Asphalt	9/29/2021	W Bay Shore Drive	0.300000012	0
Cold Mix, Asphalt	9/29/2021	W Pine Avenue	0.300000012	0
Cold Mix, Asphalt	9/29/2021	Alley between Franklin BLVD and W 1st Stre	0.300000012	0

<b>Cold Mix, Asphalt</b>	<b>TOTAL</b>	<b>29.80000007</b>	<b>0</b>
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Dirty 89 Lime Rock	9/28/2021	W 6th Street	4	0
Dirty 89 Lime Rock	9/28/2021	W 8th Street	18	0
Dirty 89 Lime Rock	9/28/2021	W 5th Street	4	0
Dirty 89 Lime Rock	9/28/2021	W 4th Street	4	0
Dirty 89 Lime Rock	9/28/2021	W 3rd Street	4	0
Dirty 89 Lime Rock	9/28/2021	W Pine Avenue	18	0



**District 1****Material HAUL To:**

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Dirty 89 Lime Rock	9/29/2021	W 9th Street	18	0
Dirty 89 Lime Rock	9/29/2021	Bradford Street	18	0
Dirty 89 Lime Rock	9/29/2021	Brown Street	18	0
Dirty 89 Lime Rock	9/29/2021	Porter Street	9	0
Dirty 89 Lime Rock	9/29/2021	W Sawyer Street	18	0

**Dirty 89 Lime Rock****TOTAL****133****0**

Milled Asphalt	9/20/2021	W Bay Shore Drive	9	0
Milled Asphalt	9/28/2021	W 10th Street	18	0

**Milled Asphalt****TOTAL****27****0****District 2****Work Performed:**

	<u>Date</u>	<u>Road</u>		
Cleaned out culverts	9/17/2021	Mullet Pond Road		
Cleaned out culverts	9/17/2021	Mullet Pond Road		
Sign Maintenance	9/20/2021	Marlin Street		
Driveway repair	9/20/2021	Alan Lane		
Driveway repair	9/20/2021	Pine Street		
Litter Pickup	9/20/2021	Alligator Drive		
Flagged	9/20/2021	Alligator Drive		
Washout Repair, Road Repair, Shoulder Work	9/20/2021	Grouper Street		
Washout Repair, Road Repair, Shoulder Work	9/20/2021	Tarpon Street		
Washout Repair, Road Repair, Shoulder Work	9/20/2021	Chip Morrison Road		
Washout Repair, Road Repair, Shoulder Work	9/20/2021	Harry Morrison Island Road		
Washout Repair, Road Repair, Shoulder Work	9/20/2021	Alligator Drive		
Driveway repair	9/20/2021	Alan Lane		
Checked county roads for safety of traveling for public	9/22/2021	County Roads, Carrabelle, Bert B. Boldt II		
Sign Maintenance	9/22/2021	Kentucky Ave		
Checked county roads for safety of traveling for public	9/22/2021	County Roads, Lanark		
Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	9/24/2021	West Drive		
Cut grass in ditches	9/24/2021	Lake Morality 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	9/24/2021	Maxine Road		
Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts	9/24/2021	Maxine Road		
Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts	9/24/2021	Lake Morality Road		
Pot hole Repair (Fill)	9/24/2021	Lake Morality Road		
Pot hole Repair (Fill)	9/24/2021	West Drive		
Weed Eat & Cut Grass around signs & Culverts	9/27/2021	Gulf Beach Drive		
Weed Eat & Cut Grass around signs & Culverts	9/27/2021	Gulf Beach Drive		
Sign Maintenance	9/28/2021	Carrabelle City Hall (City of Carrabelle)		
Sign Maintenance	9/28/2021	Newman Drive		
Sign Maintenance	9/28/2021	Lake Morality Road		
Graded Road(s)	9/29/2021	Jeff Sanders Road		
Sign Maintenance	9/29/2021	Sun N Sands Blvd		
Sign Maintenance	9/29/2021	Spring Drive		
Sign Maintenance	9/29/2021	Alligator Drive		

**Material HAUL From:****Date****Road****Cubic Yards****Tons**

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

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Dirty 89 Lime Rock	9/20/2021	Stock Pile, CR 370 - Alligator Drive - Alligator	4	0
Dirty 89 Lime Rock	9/20/2021	Stock Pile, CR 370 - Alligator Drive - Alligator	18	0
Dirty 89 Lime Rock	9/20/2021	Stock Pile, CR 370 - Alligator Drive - Alligator	18	0

**Dirty 89 Lime Rock****TOTAL****40****0**

Litter	9/20/2021	Alligator Drive	2	0
Litter	9/24/2021	West Drive	0.5	0
Litter	9/24/2021	Maxine Road	2	0

**Litter****TOTAL****4.5****0**

Sand	9/20/2021	Stock Pile, CR 370 - Alligator Drive - Alligator	18	0
Sand	9/20/2021	Stock Pile, CR 370 - Alligator Drive - Alligator	18	0

**Sand****TOTAL****36****0****Material HAUL To:**

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
#57 rock	9/20/2021	Stock Pile, CR 370 - Alligator Drive - Alligator	9	0

**#57 rock****TOTAL****9****0**

Dirty 89 Lime Rock	9/20/2021	Grouper Street	18	0
Dirty 89 Lime Rock	9/20/2021	Pine Street	4	0
Dirty 89 Lime Rock	9/20/2021	Grouper Street	18	0
Dirty 89 Lime Rock	9/20/2021	Tarpon Street	18	0
Dirty 89 Lime Rock	9/20/2021	Chip Morrison Road	18	0
Dirty 89 Lime Rock	9/24/2021	Jeff Sanders Road	54	0
Dirty 89 Lime Rock	9/29/2021	Jeff Sanders Road	18	0

**Dirty 89 Lime Rock****TOTAL****148****0**

Milled Asphalt	9/20/2021	Alan Lane	9	0
Milled Asphalt	9/23/2021	Franklin County Corrections Facility	18	0

**Milled Asphalt****TOTAL****27****0**

Sand	9/20/2021	Alligator Drive	18	0
Sand	9/20/2021	Alligator Drive	18	0

**Sand****TOTAL****36****0****District 3****Material HAUL To:**

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Sand	9/20/2021	Avenue H (City of Apalachicola)	18	0

**Sand****TOTAL****18****0****District 4****Work Performed:**

	<u>Date</u>	<u>Road</u>	
Weed Eat & Cut Grass around signs & Culverts	9/16/2021	Bluff Road	
Trim Trees, Cut grass along shoulders of road on county right of way	9/16/2021	Bluff Road	
Weed Eat & Cut Grass around signs & Culverts, Cut grass along shoulders of road on county right of way, Cut grass in ditches, Trim Trees	9/16/2021	Bluff Road	
Trim Trees, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	9/16/2021	Bluff Road	
Weed Eat & Cut Grass around signs & Culverts	9/16/2021	Bluff Road	
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	9/20/2021	Hathcock Road	
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	9/20/2021	Hathcock Road	
Pot hole Repair (Fill)	9/21/2021	Peachtree Road	

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

<b><u>Date</u></b>	<b><u>Road</u></b>
Pot hole Repair (Fill)	9/21/2021 Paradise Lane
Pot hole Repair (Fill)	9/21/2021 Sas Road
Pot hole Repair (Fill)	9/21/2021 Paradise Lane
Pot hole Repair (Fill)	9/21/2021 Peachtree Road
Pot hole Repair (Fill)	9/21/2021 Sas Road
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	9/21/2021 Johnson Lane
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	9/21/2021 Linden Road
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	9/21/2021 Abercrombie Lane
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches, Sign Maintenance	9/21/2021 Bluff Road
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	9/21/2021 Bluff Road
Litter Pickup, Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	9/21/2021 Linden Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	9/22/2021 Gibson Road
Cleaned out culverts	9/22/2021 Thomas Drive
Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	9/22/2021 Gibson Road
Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts	9/22/2021 Gibson Road
Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	9/22/2021 Gibson Road
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	9/23/2021 Hathcock Road
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	9/23/2021 Hathcock Road
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	9/23/2021 Linden Road
Culvert installation	9/23/2021 Squire Road
Weed Eat & Cut Grass around signs & Culverts, Litter Pickup, Cut grass in ditches	9/23/2021 Gibson Road
Culvert installation	9/23/2021 Squire Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	9/23/2021 Gibson Road
Culvert installation	9/23/2021 Squire Road
Cleaned out culverts	9/23/2021 Hathcock Road
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	9/23/2021 Linden Road
Litter Pickup	9/27/2021 Brownsville Road
Driveway repair	9/27/2021 Chapman Road
Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	9/27/2021 Linden Road
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	9/27/2021 Linden Road
Driveway repair	9/27/2021 Peachtree Road
Culvert installation	9/27/2021 Peachtree Road
Driveway repair	9/27/2021 Long Road
Driveway repair	9/27/2021 Chapman Road
Culvert installation	9/27/2021 Peachtree Road
Flagged, Culvert installation	9/27/2021 Peachtree Road
Ground Maintenance (Cut grass, picked up litter, Weed Eat), Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	9/29/2021 Bluff Road
Ground Maintenance (Cut grass, picked up litter, Weed Eat), Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	9/29/2021 Bluff Road
Ground Maintenance (Cut grass, picked up litter, Weed Eat), Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	9/29/2021 Emergency Management (Apalachicola)

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

Ground Maintenance (Cut grass, picked up litter, Weed Eat), Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup

**Date**

9/29/2021

**Road**

Emergency Management (Apalachicola)

Sign Maintenance

9/29/2021

Waddell Road

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

9/22/2021

**Road**

Connector Road

**Cubic Yards**

9

**Tons**

0

**Debris****TOTAL****9****0**

Ditch Dirt

9/23/2021

Hathcock Road

18

0

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

Litter

9/21/2021

Linden Road

3

0

Litter

9/22/2021

Gibson Road

4

0

Litter

9/22/2021

Gibson Road

4

0

Litter

9/22/2021

Gibson Road

5

0

Litter

9/27/2021

Brownsville Road

1

0

Litter

9/27/2021

Linden Road

2

0

Litter

9/29/2021

Bluff Road

1

0

**Litter****TOTAL****20****0**

Trees

9/16/2021

Bluff Road

9

0

**Trees****TOTAL****9****0****Material HAUL To:****Date**

9/23/2021

**Road**

Squire Road

**Cubic Yards**

18

**Tons**

0

Dirty 89 Lime Rock

9/23/2021

Squire Road

18

0

Dirty 89 Lime Rock

9/27/2021

Peachtree Road

18

0

**Dirty 89 Lime Rock****TOTAL****54****0**

Milled Asphalt

9/21/2021

Paradise Lane

1

0

Milled Asphalt

9/21/2021

Peachtree Road

1

0

Milled Asphalt

9/21/2021

Sas Road

1

0

**Milled Asphalt****TOTAL****3****0**

Sand

9/23/2021

Squire Road

18

0

Sand

9/23/2021

Squire Road

18

0

Sand

9/27/2021

Peachtree Road

36

0

**Sand****TOTAL****72****0****District 5****Work Performed:**

Cut grass along shoulders of road on county right of way

**Date**

9/16/2021

**Road**

Avenue A (District 5)

Cut grass along shoulders of road on county right of way

9/16/2021

CC Land

Litter Pickup, Weed Eat &amp; Cut Grass around signs &amp; Culverts

9/16/2021

CC Land

Cut grass along shoulders of road on county right of way

9/20/2021

Otterslide Road

Cut grass along shoulders of road on county right of way

9/20/2021

Bear Creek Rd

Cut grass along shoulders of road on county right of way

9/20/2021

Wilderness Road

Litter Pickup

9/20/2021

Ridge Road

Litter Pickup

9/20/2021

Otterslide Road

Cut grass in ditches, Litter Pickup

9/20/2021

Ridge Road

Litter Pickup

9/20/2021

Otterslide Road

Cut grass along shoulders of road on county right of way

9/20/2021

Ridge Road

## **District 5**

### **Work Performed:**

<b><u>Work Performed:</u></b>	<b><u>Date</u></b>	<b><u>Road</u></b>
Cut grass in ditches, Litter Pickup	9/20/2021	Wilderness Road
Cut grass in ditches, Litter Pickup	9/20/2021	5th Street
Litter Pickup	9/20/2021	Bear Creek Rd
Litter Pickup	9/20/2021	Wilderness Road
Litter Pickup	9/20/2021	Wilderness Road
Litter Pickup, Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	9/21/2021	Wilderness Road
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	9/21/2021	Wilderness Road
Cleaned out culverts	9/21/2021	Plum Street
Cut grass along shoulders of road on county right of way	9/21/2021	Plum Street
Dig out ditches, Cleaned ditches	9/21/2021	Plum Street
Cut grass along shoulders of road on county right of way	9/21/2021	Wylonda Avenue
Cut grass along shoulders of road on county right of way	9/21/2021	Michael Way
Cut grass along shoulders of road on county right of way	9/21/2021	Teresa Avenue
Checked county roads for safety of traveling for public	9/22/2021	County Roads, Carrabelle, Jessica Ward
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	9/22/2021	Wilderness Road
Litter Pickup, Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	9/22/2021	Wilderness Road
Graded Road(s)	9/22/2021	Mill Road
Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts	9/23/2021	Wilderness Road
Litter Pickup, Cut grass in ditches	9/23/2021	Wilderness Road
Sign Maintenance	9/23/2021	Ridge Road
Sign Maintenance	9/23/2021	Ridge 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	9/24/2021	Carlton Millender Road
Cut grass along shoulders of road on county right of way	9/24/2021	Lighthouse Road (Paved Portion)
Cut grass along shoulders of road on county right of way	9/24/2021	Beacon Street
Pot hole Repair (Fill)	9/24/2021	Carlton Millender Road
Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts	9/24/2021	Carlton Millender Road
Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	9/24/2021	Sanborn Road
Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	9/24/2021	Carlton Millender Road
Pot hole Repair (Fill)	9/24/2021	Carlton Millender 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	9/24/2021	Sanborn Road
Cut grass along shoulders of road on county right of way	9/24/2021	Airport Road (City of Carrabelle)
Cut grass along shoulders of road on county right of way	9/24/2021	Pinnacle Street
Cut grass along shoulders of road on county right of way	9/24/2021	Sybil Court
Cut grass along shoulders of road on county right of way	9/24/2021	Bayou Drive (City of Carrabelle)
Cut grass along shoulders of road on county right of way	9/24/2021	Timber Lane (City of Carrabelle)
Cut grass along shoulders of road on county right of way	9/24/2021	Lagoon Street
Cut grass along shoulders of road on county right of way	9/24/2021	Timber Island Road (City of Carrabelle)
Cut grass along shoulders of road on county right of way	9/24/2021	Frank McKamey Way
Weed Eat & Cut Grass around signs & Culverts	9/27/2021	Lighthouse Road (Paved Portion)
Sign Maintenance	9/27/2021	Mill Road
Weed Eat & Cut Grass around signs & Culverts	9/27/2021	Carrabelle Beach Drive
Weed Eat & Cut Grass around signs & Culverts	9/27/2021	Lighthouse Road (Paved Portion)
Weed Eat & Cut Grass around signs & Culverts	9/27/2021	Lagoon Street
Cut grass along shoulders of road on county right of way	9/27/2021	Mill Road

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

	<b><u>Date</u></b>	<b><u>Road</u></b>
Pot hole Repair (Fill)	9/27/2021	Bear Creek Rd
Weed Eat & Cut Grass around signs & Culverts	9/27/2021	Messer Road
Pot hole Repair (Fill)	9/27/2021	Ryan Drive (City of Carrabelle)
Pot hole Repair (Fill)	9/27/2021	Garrett Lane
Pot hole Repair (Fill)	9/27/2021	Bear Creek Rd
Weed Eat & Cut Grass around signs & Culverts	9/27/2021	Carrabelle Beach Drive
Pot hole Repair (Fill)	9/27/2021	Garrett Lane
Pot hole Repair (Fill)	9/27/2021	Ryan Drive (City of Carrabelle)
Cut grass along shoulders of road on county right of way	9/27/2021	River Road
Sign Maintenance	9/29/2021	Lighthouse Road (Paved Portion)
Litter Pickup	9/29/2021	Lighthouse Road (Paved Portion)
Litter Pickup	9/29/2021	Frank McKamey Way
Litter Pickup	9/29/2021	Lighthouse Road (Paved Portion)
Sign Maintenance	9/29/2021	Sybil Court
Graded Road(s)	9/29/2021	Mill Road
Litter Pickup	9/29/2021	Frank McKamey Way

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

	<b><u>Date</u></b>	<b><u>Road</u></b>	<b><u>Cubic Yards</u></b>	<b><u>Tons</u></b>
Ditch Dirt	9/21/2021	Plum Street	18	0

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

Litter	9/16/2021	CC Land	2	0
Litter	9/20/2021	Wilderness Road	4	0
Litter	9/20/2021	Otterslide Road	4	0
Litter	9/20/2021	Bear Creek Rd	3	0
Litter	9/20/2021	Wilderness Road	1	0
Litter	9/20/2021	Wilderness Road	1	0
Litter	9/20/2021	Otterslide Road	1	0
Litter	9/20/2021	Ridge Road	1	0
Litter	9/20/2021	Ridge Road	1	0
Litter	9/21/2021	Wilderness Road	1	0
Litter	9/22/2021	Wilderness Road	1.5	0
Litter	9/23/2021	Wilderness Road	1.5	0
Litter	9/24/2021	Sanborn Road	1	0
Litter	9/24/2021	Sanborn Road	1	0
Litter	9/24/2021	Carlton Millender Road	0.5	0
Litter	9/24/2021	Carlton Millender Road	1	0
Litter	9/29/2021	Frank McKamey Way	0.5	0
Litter	9/29/2021	Lighthouse Road (Do not use anymore)	0.5	0

**Litter****TOTAL****26.5****0****Material HAUL To:**

	<b><u>Date</u></b>	<b><u>Road</u></b>	<b><u>Cubic Yards</u></b>	<b><u>Tons</u></b>
Cold Mix, Asphalt	9/27/2021	Ryan Drive (City of Carrabelle)	0.5	0
Cold Mix, Asphalt	9/27/2021	Garrett Lane	0.5	0
Cold Mix, Asphalt	9/27/2021	Bear Creek Rd	0.5	0

**Cold Mix, Asphalt****TOTAL****1.5****0**

Dirty 89 Lime Rock	9/22/2021	Mill Road	36	0
Dirty 89 Lime Rock	9/29/2021	River Road	36	0
Dirty 89 Lime Rock	9/29/2021	Cook Street	9	0

District 5

Material HAUL To:

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Dirty 89 Lime Rock		TOTAL	81	0



## FRANKLIN COUNTY DEPARTMENT OF

Solid Waste & Recycling ❖ Animal Control ❖ Parks & Recreation

210 State Road 65  
Eastpoint, Florida 32328

Tel.: 850-670-8167

Fax: 850-670-5716

Email: fcswd@fairpoint.net

### DIRECTOR'S REPORT

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

**DATE** October 5, 2021

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

### SUBJECT(S):

### FOR BOARD INFORMATION:

#### September 10<sup>th</sup> – September 30<sup>th</sup> RIGHT-OF-WAY DEBRIS PICKUP

Apalachicola	Eastpoint	St George Island	Carrabelle	Lanark	Alligator Point
12.11 TONS	25.66 TONS	88.61 TONS	96.56 TONS	43.44 TONS	2.42 TONS

#### RECYCLE MATERIAL HAULED

	Apalachicola	Eastpoint	St George Island	Carrabelle	Lanark	Alligator Point	St James
Cardboard	9.96 TONS	7.96 TONS	5.52 TONS	-0- TONS	-0- TONS	-0- TONS	.26 TONS
Plastic, Paper, Glass, Aluminum	-0-TONS	-0- TONS	-0-TONS	-0-TONS	-0-TONS	-0-TONS	-0-TONS

**REQUESTED ACTION: None**



**STATE AID TO LIBRARIES GRANT  
AGREEMENT BETWEEN  
THE STATE OF FLORIDA, DEPARTMENT OF STATE  
AND**

**Franklin County Board of County Commissioners for and on behalf of Franklin  
County Public Library**

This Agreement is by and between the State of Florida, Department of State, Division of Library and Information Services, hereinafter referred to as the "Division," and the Franklin County Board of County Commissioners for and on behalf of Franklin County Public Library, hereinafter referred to as the "Grantee."

The Grantee has submitted an application and has met all eligibility requirements and has been awarded a State Aid to Libraries Grant (CSFA 45.030) by the Division in the amount specified on the "Fiscal Year 2021-22 State Aid to Libraries Final Grants" document (which is incorporated as part of this Agreement and entitled Attachment B). The Division has the authority to administer this grant in accordance with Section 257, *Florida Statutes*. By reference, the application and any approved revisions are hereby made a part of this agreement.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

**1. Grant Purpose.** This grant shall be used exclusively for the "State Aid to Libraries Grant," the public purpose for which these funds were appropriated.

a) The Grantee shall perform the following **Scope of Work**:

In accordance with Sections 257.17-257.18, Florida Statutes, the Grantee shall receive a grant amount that is calculated and based upon local funds expended during the second preceding fiscal year for the operation and maintenance of the library. For this grant, the local expenditures shall have been made during the period October 1, 2019 - September 30, 2020.

In order to be eligible to receive the grant funding, the Grantee shall manage or coordinate free library service to the residents of its legal service area for the period October 1, 2019 through June 30, 2022. The Grantee shall:

- o Have a single administrative head employed full time by the library's governing body;
- o Provide free library service, including loaning materials available for circulation free of charge and providing reference and information services free of charge;
- o Provide access to materials, information and services for all residents of the area served; and
- o Have at least one library, branch library or member library open 40 hours or more each week (excluding holidays or emergencies; between Sunday through Saturday, on a schedule determined by the library system) during the length of the agreement.

- b) The Grantee agrees to provide the following **Deliverables** related to the Scope of Work for payments to be awarded.

Payment 1, Deliverable/Task 1

Payment will be a fixed price in the amount of 100% of the grant award for the period October 1, 2019 through June 30, 2022.  
The Grantee will:

- Have expended funds to provide free library service during the period October 1, 2019 - September 30, 2020;
  - Provide an Expenditure Report and certification of Local Operating Expenditures for the period October 1, 2019 - September 30, 2020 only;
  - Provide documentation showing that at least one library, branch library or member library is open 40 hours or more each week (excluding holidays or emergencies; between Sunday through Saturday, on a schedule determined by the library system) during the length of the agreement;
  - Provide the Certification of Credentials for the Single Administrative Head; and
  - Provide a Certification of Hours, Free Library Service and Access to Materials.
- c) Grant funds shall be used for the operation and maintenance of the library. The allowable budget categories are: Personnel Services (salaries, wages, and related employee benefits provided for all persons employed by the reporting entity whether on full-time, part-time, temporary, or seasonal basis); Operating Expenses (expenditures for goods and services which primarily benefit the current period and are not defined as personal services or capital outlays); Non-Fixed Capital Outlay (outlays for the acquisition of or addition to fixed assets); and Other (other operating expenditure categories in the library budget).
2. **Length of Agreement.** This Agreement covers the period of October 1, 2019 to June 30, 2022, unless terminated in accordance with the provisions of Section 28 of this Agreement. This period begins with the start of the Grantee's second preceding fiscal year (October 1, 2019) and concludes with the end of the State of Florida's current fiscal year (June 30, 2022).
3. **Expenditure of Grant Funds.** Grant funds will be used to reimburse a portion of local funds expended by the Grantee during their second preceding fiscal year (October 1, 2019 – September 30, 2020) for the operation and maintenance of a library and shall not exceed the amount specified in Attachment B.
4. **Contract Administration.** The parties are legally bound by the requirements of this agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the contract manager within 10 days of the change.

**For the Division of Library and Information Services:**

Marian Deeney, Library Program Administrator

Florida Department of State  
R.A. Gray Building  
Mail Station # 9D  
500 South Bronough Street  
Tallahassee, FL 32399-0250  
Phone: 850.245.6620  
Email: marian.deeney@dos.myflorida.com

**For the Grantee:**

Whitney Roundtree  
Franklin County Public Library  
Post Office Box 722 Eastpoint Florida 32328  
Phone: 850.670.8151  
Email: whitneyn@franklincountyflorida.com

5. **Grant Payments.** The total grant award shall not exceed the amount specified on the “Fiscal Year 2021-22 State Aid to Libraries Final Grants” document (Attachment B), which shall be paid by the Division in consideration for the Grantee’s minimum performance as set forth by the terms and conditions of this Agreement. Payment will be a fixed price in the amount of 100% of the grant award as specified in Attachment B. Payment will be made in accordance with the completion of the Deliverables.
6. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through EFT must submit a Vendor Direct Deposit Authorization form (form number DFS-AI-26E, rev 6/2014), incorporated by reference, to the Florida Department of Financial Services. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts. To download this form visit [myfloridacfo.com/Division/AA/Forms/DFS-AI-26E.pdf](http://myfloridacfo.com/Division/AA/Forms/DFS-AI-26E.pdf). The form also includes tools and information that allow you to check on payments.
7. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit [flvendor.myfloridacfo.com/](http://flvendor.myfloridacfo.com/). **A copy of the Grantee’s Florida Substitute Form W-9 must be submitted by the Grantee to the Division before or with the executed Agreement.**
8. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*:

The Department shall require the return of the award in a prorated amount based upon the percentage of time that the library failed to perform the minimum level of services. The prorated reduction will be in the same percentage as the percentage of time that the library was not providing minimum level of services.

9. **Credit Line(s) to Acknowledge Grant Funding.** The Division requires public acknowledgement of State Aid

to Libraries Grant funding for activities and publications supported by grant funds. Any announcements, information, press releases, publications, brochures, videos, webpages, programs, etc. created as part of a State Aid to Libraries Grant project must include an acknowledgment that State Aid to Libraries Grant funds were used to create them.

Use the following text:

“This project has been funded under the provisions of the State Aid to Libraries Grant program, administered by the Florida Department of State’s Division of Library and Information Services.”

10. **Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable project costs as outlined in the Department of Financial Services’ Reference Guide for State Expenditures (as of January 2020), incorporated by reference, which are available online at <https://www.myfloridacfo.com/division/aa/manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

Grant funds may not be used for the purchase or construction of a library building or library quarters.

11. **Travel Expenses.** The Grantee must pay any travel expenses, from grant or local matching funds, in accordance to the provisions of Section 112.061, *Florida Statutes*.
12. **Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, 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 state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds as outlined in the Department of Financial Service’s Reference Guide for State Expenditures (as of January 2020) (<https://www.myfloridacfo.com/division/aa/manuals/documents/ReferenceGuideforStateExpenditures.pdf>), incorporated by reference.
13. **Repayment.** All refunds or repayments to be made to the Department under this agreement are to be made payable to the order of “Department of State” and mailed directly to the following address: Florida Department of State, Attention: Marian Deeney, Division of Library and Information Services, 500 South Bronough Street, Mail Station #9D, Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Recipient shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.
14. **Single Audit Act.** Each Grantee, other than a Grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment A for additional information regarding this requirement. If a Grantee is not required by law to conduct an audit in accordance with the Florida Single Audit Act because it did not expend at least \$750,000 in state financial assistance, it must submit a Financial Report on its operations pursuant to Section 218.39, *Florida Statutes* within nine months of the close of its fiscal year.

- 15. Retention of Accounting Records.** Financial records, supporting documents, statistical records and all other records, including electronic storage media pertinent to the Project, shall be retained for a period of five (5) fiscal years after the close out of the grant and release of the audit. If any litigation or audit is initiated or claim made before the expiration of the five-year period, the records shall be retained for five fiscal years after the litigation, audit or claim has been resolved.
- 16. Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts and transcripts.
- 17. Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.
- 18. Noncompliance.** Any Grantee that is not following Florida statutes or rules, the terms of the grant agreement, Florida Department of State (DOS) policies and guidance, local policies, or other applicable law or that has not submitted required reports or satisfied other administrative requirements for other Division of Library and Information Services grants or grants from any other DOS Division will be in noncompliance status and subject to the DOS Grants Compliance Procedure. DOS Divisions include the Division of Arts and Culture, the Division of Historical Resources, the Division of Elections and the Division of Library and Information Services. Grant compliance issues must be resolved before a grant award agreement may be executed and before grant payments for any DOS grant may be released.
- 19. Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:
- a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance and expenditure of state funds;
  - b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division;
  - c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget;
  - d) The name of the account(s) must include the grant award number;
  - e) The Grantee's accounting records must have effective control over and accountability for all funds, property and other assets; and
  - f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills and canceled checks).

- 20. Availability of State Funds.** The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature. In the event that the state funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee beyond those amounts already expended prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.
- 21. Lobbying.** The Grantee will not use any grant funds for lobbying the state legislature, the state judicial branch or any state agency.
- 22. Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.
- 23. Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be independent contractors and will not be considered or permitted to be agents, servants, joint venturers or partners of the Division.
- 24. Liability.** The Division will not assume any liability for the acts, omissions to act or negligence of the Grantee, its agents, servants or employees; nor may the Grantee exclude liability for its own acts, omissions to act or negligence to the Division.
- a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees and subcontractors. The Grantee shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with this Section.
  - b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity or increases the limits of its liability by entering into this Agreement.
  - c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
  - d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities, provided that such subcontract has been approved in writing by the Department prior to its execution and provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses

or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

25. **Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law. For consequences of noncompliance, see Section 18, Noncompliance.
26. **No Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap, pregnancy or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.
27. **Breach of Agreement.** The Division will demand the return of grant funds already received, will withhold subsequent payments and/or will terminate this agreement if the Grantee improperly expends and manages grant funds; fails to prepare, preserve or surrender records required by this Agreement; or otherwise violates this Agreement.
28. **Termination of Agreement.** The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement prior to the notification of termination if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages if grant funds are returned under this Section.
29. **Preservation of Remedies.** No delay or omission to exercise any right, power or remedy accruing to either party upon breach or violation by either party under this Agreement shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default or any similar breach or default.
30. **Non-Assignment of Agreement.** The Grantee may not assign, sublicense or otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties and obligations of the Division to another governmental entity, pursuant to Section 20.06, *Florida Statutes* or otherwise, the rights, duties and obligations under this Agreement shall be transferred to the succeeding governmental agency as if it was the original party to this Agreement.
31. **Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide

maximum open competition when procuring goods and services related to the grant-assisted project in accordance with Section 287.057, *Florida Statutes*.

- a) Procurement of Goods and Services Not Exceeding \$35,000. The Grantee must use the applicable procurement method described below:
    1. Purchases Up to \$2,500: Procurement of goods and services where individual purchases do not exceed \$2,500 do not require competition and may be conducted at the Grantee's discretion.
    2. Purchases or Contract Amounts Between \$2,500 and \$35,000: Goods and services costing between \$2,500 and \$35,000 require informal competition and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
  - b) Procurement of Goods and Services Exceeding \$35,000. Goods and services costing over \$35,000 may be procured by either Formal Invitation to Bid, Request for Proposals or Invitation to Negotiate and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
32. **Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes* and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.
33. **Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Library and Information Services.
34. **Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act (8 USC 1324(a) (as of April 2019)), incorporated by reference. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
35. **Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
36. **Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes* and the Americans with Disabilities Act of 1990 ([ada.gov](http://ada.gov) (as of January 2020)), incorporated by reference).
37. **Governing Law.** This Agreement shall be construed, performed and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.



**38. Entire Agreement.** The entire Agreement of the parties consists of the following documents:

- a) This Agreement
- b) Florida Single Audit Act Requirements (Attachment A)
- c) Fiscal Year 2021-22 State Aid to Libraries Final Grants (Attachment B)

**The Grantee hereby certifies that they have read this entire Agreement and will comply with all of its requirements.**

**Grantee:**

**Department of State**

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

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

Chair of Governing Body or Chief Executive Officer

\_\_\_\_\_

Typed name and title

Amy L. Johnson, Director  
Division of Library and Information Services  
Department of State, State of Florida

\_\_\_\_\_

Date

\_\_\_\_\_

Date

\_\_\_\_\_

Clerk or Chief Financial Officer

\_\_\_\_\_

Witness

\_\_\_\_\_

Typed name and title

\_\_\_\_\_

Date

\_\_\_\_\_

Date

## ATTACHMENT A

### FLORIDA SINGLE AUDIT ACT REQUIREMENTS

#### AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

#### Monitoring

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, *Florida Statutes (F.S.)*, as revised (see Audits below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 CFR 2 §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

#### Audits

##### **Part I: Federally Funded**

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. Exhibit 1 to this agreement lists the federal resources awarded through the Department of State by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of State. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR 200.514, will meet the requirement of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, subpart F - Audit Requirements, the cost of the audit must be

paid from non-federal resources (i.e. the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

## Part II: State Funded

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(2) *F.S.*

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017 and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, *F.S.* ; Rule Chapter 69I-5 F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), *F.S.* This includes submission of a financial reporting package as defined by Section 215.97(2) *F.S.* , and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017 and thereafter), an audit conducted in accordance with the provisions of Section 215.97, *F.S.*, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, *F.S.*, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)

<http://www.myfloridacfo.com/>

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)

<http://www.leg.state.fl.us/>

## Part III: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by PART I of this agreement shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to each of the following:
  - A. The Department of State via the DOS Grants System at <https://dosgrants.com>.
  - B. The Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.6 and section 200.512

The FAC's website prides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:
  - A. The Department of State via the DOS Grants System at <https://dosgrants.com>.
  - B. The Auditor General's Office at the following address:  
Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450
3. Any reports, management letter, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97 F.S. and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

#### **Part IV: Record Retention**

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, the CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, the CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.

## **EXHIBIT – 1**

### **FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

Not applicable.

### **COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

Not applicable.

### **STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

#### **MATCHING RESOURCES FOR FEDERAL PROGRAMS:**

Not applicable.

#### **SUBJECT TO SECTION 215.97, *FLORIDA STATUTES*:**

Florida Department of State, State Aid to Libraries;

CSFA Number. 45.030

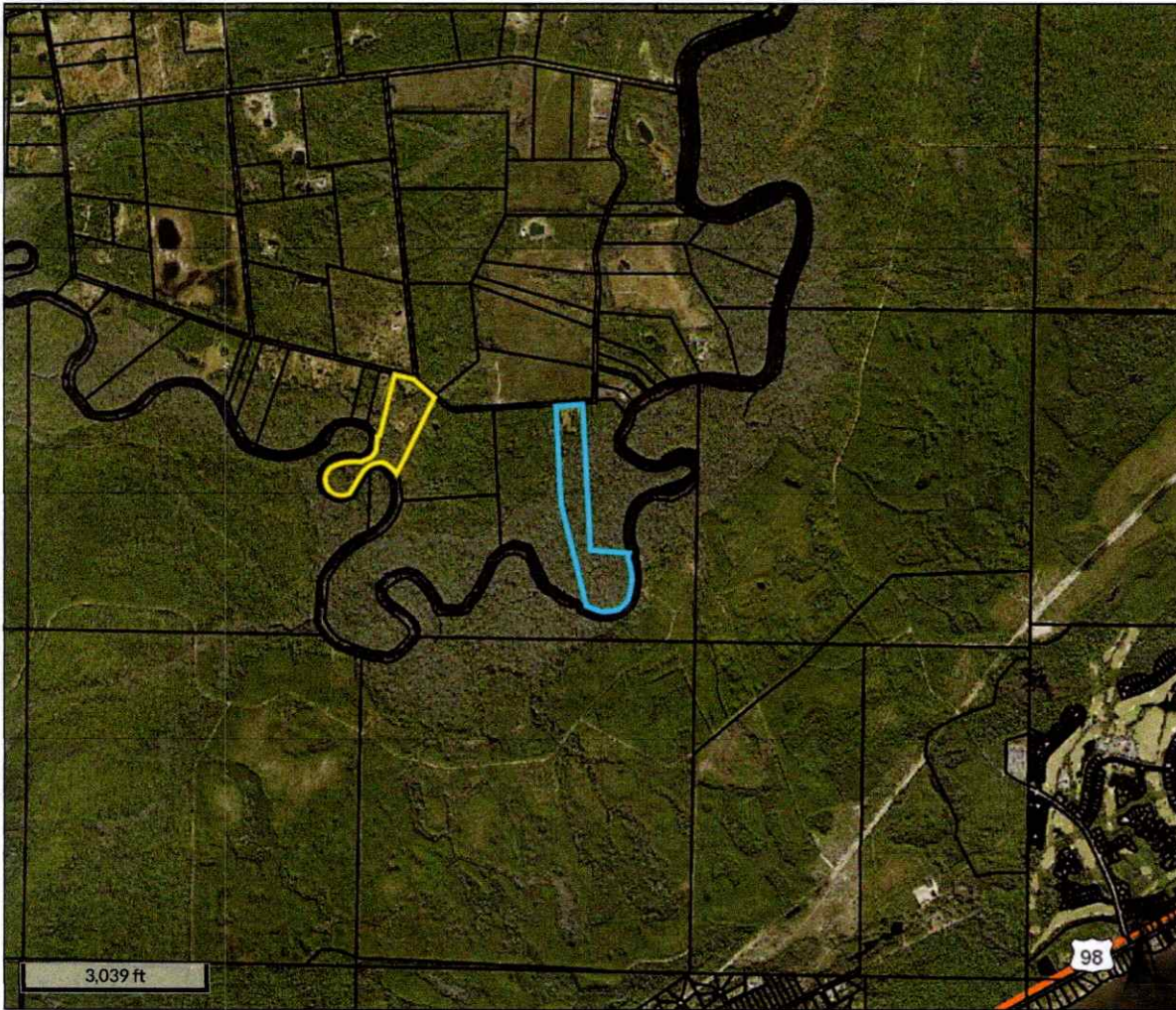
Award Amount: See Attachment B.

### **COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

The compliance requirements of this state project may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at <https://apps.fldfs.com/fsaa/>.

**ATTACHMENT B**  
**Fiscal Year 2021-22 State Aid to Libraries Final Grants**





Overview



Legend

- ☐ Parcels
- Roads
- City Labels

Parcel ID	25-06S-04W-0000-0100-0010	Alternate ID	04W06S25000001000010	Owner Address	MATHRE AL BYRNE & MARY LYNN
Sec/Twp/Rng	--	Class	VACANT		1472 FISH POND RD
Property Address		Acreage	37		HOWARDSVILLE, VA 24562
District	1				
Brief Tax Description	A PARCEL IN SECTION 25-06S-04W				
	(Note: Not to be used on legal documents)				

Date created: 6/30/2021.

Last Data Uploaded: 6/30/2021 7:56:34 AM

Developed by  Schneider  
GEOSPATIAL





## APPLICATION FOR RE-ZONING & LAND USE CHANGE

### FRANKLIN COUNTY BUILDING DEPARTMENT

34 Forbes Street, Suite 1, Apalachicola, Florida 32320

Phone: 850-653-9783 Fax: 850-653-9799

[http://www.franklincountyflorida.com/planning\\_building.aspx](http://www.franklincountyflorida.com/planning_building.aspx)

PROPERTY OWNER'S NAME: Al Byrne and Mary Lynn Mathre  
MAILING ADDRESS: P.O. Box 1181 City/State/Zip: Carrabelle FL 32322  
PHONE #: 850-591-2905 CELL #: 850-591-2905 EMAIL: albyrne@hughes.net

AGENT'S NAME: Wanda Rose  
MAILING ADDRESS: P.O. Box 867 City/State/Zip: Carrabelle, FL 32322  
PHONE #: \_\_\_\_\_ CELL #: 850-545-5852 EMAIL: wblessings@gmail.com

PROPERTY DESCRIPTION: 911 Address: 780 Hickory Hammock Rd  
Lot/s: \_\_\_\_\_ Block: \_\_\_\_\_ Subdivision: \_\_\_\_\_ Unit: \_\_\_\_\_

Parcel Identification #: 25-065-04W-0000-0100-0010

JURISDICTION: ☒ Franklin County  
☐ Apalachicola ☐ Eastpoint ☐ St. George Island ☒ Carrabelle ☐ Dog Island ☐ Lanark/ St. James ☐ St. Teresa ☐ Alligator Point

ACREAGE: 38.54

CURRENT ZONING: A-2 Forestry Agriculture CURRENT LAND USE: \_\_\_\_\_

REQUESTED ZONING: A-6 Rural Residential REQUESTED LAND USE: \_\_\_\_\_

LEGAL DESCRIPTION OF THE PROPERTY: (Must Attach Legal Description)

PLANNING & ZONING DATE: \_\_\_\_\_

RECOMMENDED APPROVAL: \_\_\_\_\_ RECOMMENDED DENIAL: \_\_\_\_\_ RECOMMENDED TO TABLE: \_\_\_\_\_  
CONDITIONS: \_\_\_\_\_

BOARD OF COUNTY DATE: \_\_\_\_\_  
RECOMMENDED APPROVAL: \_\_\_\_\_ RECOMMENDED DENIAL: \_\_\_\_\_ RECOMMENDED TO TABLE: \_\_\_\_\_  
CONDITIONS: \_\_\_\_\_

PUBLIC HEARING DATE: \_\_\_\_\_  
☐ APPROVED ☐ DENIED ☐ TABLED  
CONDITIONS: \_\_\_\_\_

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

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



## NOTICE OF LAND USE CHANGE

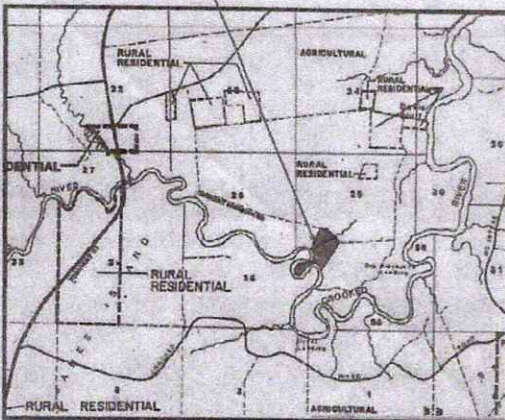
The Franklin County Board of County Commissioners proposes to adopt the following by ordinance: An Ordinance changing the Land Use on the following parcel of land in Franklin County:

A 23.98+/- acre parcel lying in Section 25, Township 6 South, Range 4 West, Carrabelle, Franklin County, Florida, as shown on the attached map, be changed from Agriculture to Rural Residential.

A public hearing on the proposed change to the Land Use Map series will be held on Tuesday, March 19, 2019 at 10:00 a.m., in Courthouse Annex Board Room, 34 Forbes Street, Apalachicola, Florida. More information can be obtained and the proposed change may be inspected at the Franklin County Planning Department, 34 Forbes Street, Suite 1, Apalachicola, Florida 32320. Contact Amy Ham-Kelly at: 850-653-9783, Ext. 167.

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

LAND USE CHANGE FROM AGRICULTURE TO RURAL RESIDENTIAL



## NOTICE OF ZONING CHANGE

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

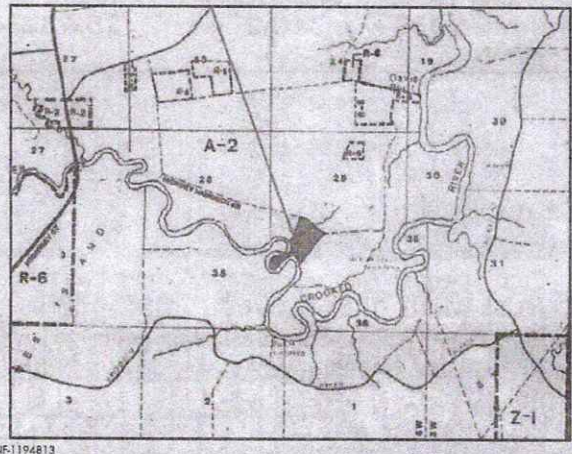
A 23.98+/- acre parcel lying in Section 25, Township 6 South, Range 4 West, Carrabelle, Franklin County, Florida, as shown on the attached map, be changed from A-2 Forestry Agriculture to R-6 Rural Residential.

A public hearing on the proposed change to the Zoning Map series will be held on Tuesday, March 19, 2019 at 10:00 a.m., in Courthouse Annex Board Room, 34 Forbes Street, Apalachicola, Florida. More information can be obtained and the proposed change may be inspected at the Franklin County Planning Department, 34 Forbes Street, Suite 1, Apalachicola, Florida 32320. Contact Amy Ham-Kelly at: 850-653-9783, Ext. 167.

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

PUBLISH DATES: Thursday, March 7, 2019  
Thursday, March 14, 2019

RE-ZONING FROM A-2 FORESTRY AGRICULTURE TO R-6 RURAL RESIDENTIAL



Thursday 3/14/2019

Previous zoning change  
of 23.98 acres





qPublic.net™

Franklin County, FL

### Parcel Summary

Parcel ID 25-06S-04W-0000-0100-0010  
 Location Address 32323  
 Brief Tax Description\* A PARCEL IN SECTION 25-06S-04W CONTAINING 38.54 AC M/L OR 409/227 647/325 837/46  
 \*The Description above is not to be used on legal documents.  
 Property Use Code VACANT (000000)  
 Sec/Twp/Rng --  
 Tax District County (District 1)  
 Millage Rate 11.2322  
 Acreage 37.000  
 Homestead N

[View Map](#)

### Owner Information

Primary Owner  
[Mathre AL Byrne & Mary Lynn](#)  
 1472 Fish Pond Rd  
 Howardsville, VA 24562

### Land Information

Code	Land Use	Number of Units	Unit Type	Frontage	Depth
000000	VAC RES	1.00	UT	0	0
999999	UNBUILDABLE	37.00	AC	0	0

### Sales

Multi Parcel	Sale Date	Sale Price	Instrument	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
N	03/02/2005	\$260,000	PR	837	46	Qualified (Q)	Vacant	CAUSEY AS IN THE ESTATE OF CLIFFORD CAUSEY	MATHRE
N	04/16/1993	\$15,980	WD	409	227	Qualified (Q)	Vacant	SOUTHEAST TIMBER	CAUSEY

### Valuation

	2020 Certified	2019 Certified	2018 Certified
Building Value	\$0	\$0	\$0
Extra Features Value	\$0	\$0	\$0
Land Value	\$127,500	\$127,500	\$127,500
Land Agricultural Value	\$0	\$0	\$0
Agricultural (Market) Value	\$0	\$0	\$0
Just (Market) Value	\$127,500	\$127,500	\$127,500
Assessed Value	\$127,500	\$127,500	\$127,500
Exempt Value	\$0	\$0	\$0
Taxable Value	\$127,500	\$127,500	\$127,500
Maximum Save Our Homes Portability	\$0	\$0	\$0

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

### TRIM Notice 2020

[2020 TRIM Notice \(PDF\)](#)

### TRIM Notice 2019

[2019 TRIM Notice \(PDF\)](#)

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

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

[User Privacy Policy](#)  
[GDPR Privacy Notice](#)

Last Data Upload: 6/30/2021, 7:56:34 AM

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 Schneider  
 GEOSPATIAL



# Franklin County, FL

## Parcel Summary

**Parcel ID** 25-06S-04W-0000-0100-0000  
**Location Address** 780 HICKORY HAMMOCK RD  
 32323  
**Brief Tax Description\*** A PARCEL IN SECTION 25-06S-04W CONTAINING 23.98 AC M/L OR 409/227 647/325 837/46  
*\*The Description above is not to be used on legal documents.*  
**Property Use Code** SINGLE FAM (000100)  
**Sec/Twp/Rng** --  
**Tax District** County (District 1)  
**Millage Rate** 11.2322  
**Acreage** 62.000  
**Homestead** Y

[View Map](#)

## Owner Information

**Primary Owner**  
 Byrne AL & Mary Lynn Mathre  
 P.O. Box 1181  
 Carrabelle, FL 32322

*Previous Property  
Zone Change*

## Land Information

Code	Land Use	Number of Units	Unit Type	Frontage	Depth
000000	VAC RES	1.00	UT	0	0
000000	VAC RES	42.00	AC	0	0
009630	SWAMP	20.00	AC	0	0

## Residential Buildings

**Building 1**  
**Type** SINGLE FAM  
**Total Area** 3,300  
**Heated Area** 1,938  
**Exterior Walls** AVERAGE  
**Roof Cover** MODULAR MT  
**Interior Walls** DRYWALL  
**Frame Type** WOOD FRAME  
**Floor Cover** CLAY TILE  
**Heat** AIR DUCTED  
**Air Conditioning** CENTRAL  
**Bathrooms** 3  
**Bedrooms** 3  
**Stories** 2  
**Effective Year Built** 2017

## Extra Features

Code	Description	Number of Items	Length x Width x Height	Units	Unit Type	Effective Year Built
0330	STORAGE, UTILITY	1	12 x 24 x 0	288	SF	0
0300	STEPS	1	0 x 0 x 0	24	SF	2017
0180	FPLC AVERAGE	1	0 x 0 x 0	1	UT	2017

## Sales

Multi Parcel	Sale Date	Sale Price	Instrument	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
N	03/02/2005	\$260,000	PR	837	46	Qualified (Q)	Vacant	CAUSEY AS IN THE ESTATE OF CLIFFORD CAUSEY	BYRNE/MATHRE
N	04/16/1993	\$15,980	WD	409	227	Qualified (Q)	Vacant	SOUTHEAST TIMBER	CAUSEY

## Valuation

	2020 Certified	2019 Certified	2018 Certified	2017 Certified	2016 Certified
Building Value	\$203,565	\$205,115	\$175,813	\$0	\$0
Extra Features Value	\$5,848	\$5,848	\$5,848	\$0	\$0
Land Value	\$85,900	\$85,900	\$98,500	\$96,520	\$96,520
Land Agricultural Value	\$0	\$0	\$0	\$0	\$0
Agricultural (Market) Value	\$0	\$0	\$0	\$0	\$0
Just (Market) Value	\$295,313	\$296,863	\$280,161	\$96,520	\$96,520
Assessed Value	\$295,313	\$296,863	\$280,161	\$96,520	\$96,520
Exempt Value	\$50,000	\$50,000	\$0	\$0	\$0
Taxable Value	\$245,313	\$246,863	\$280,161	\$96,520	\$96,520
Maximum Save Our Homes Portability	\$0	\$0	\$0	\$0	\$0

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

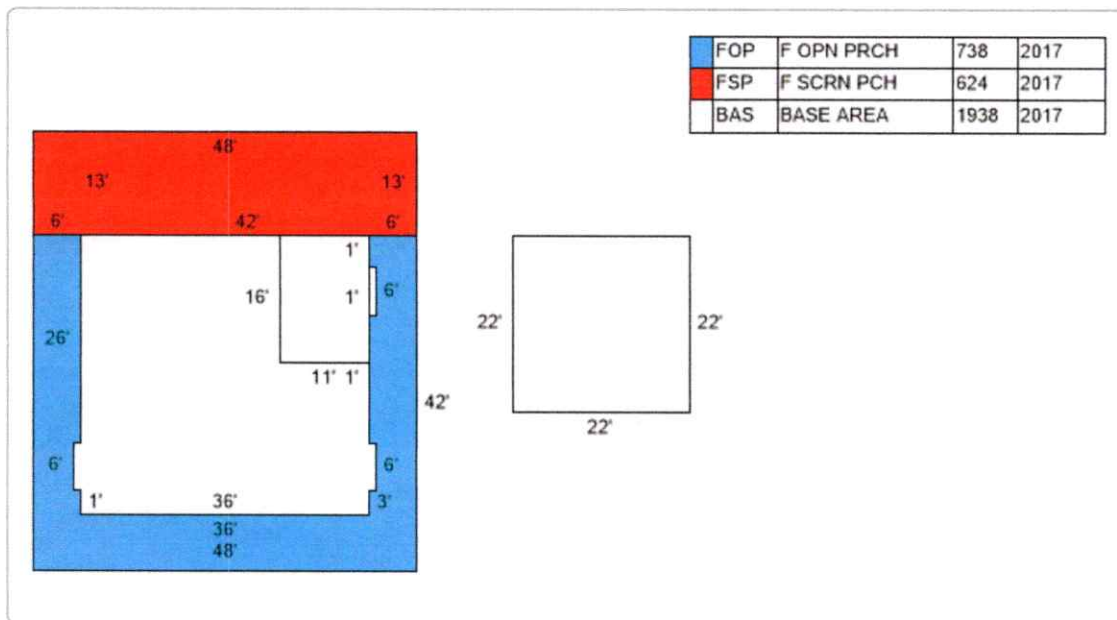
## TRIM Notice 2020

[2020 TRIM Notice \(PDF\)](#)

## TRIM Notice 2019

[2019 TRIM Notice \(PDF\)](#)

## Sketches



No data available for the following modules: Commercial Buildings.

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

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Last Data Upload: 6/30/2021, 7:56:34 AM

Version 2.3.128

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 GEOSPATIAL





EXHIBIT "A"

**Thurman Roddenberry and Associates, Inc.**  
**Professional Surveyors and Mappers**

PO Box 100  
125 Sheldon Street  
Sopchoppy, Florida 32358  
USA

Phone: 850-962-2538  
Fax: 850-962-1103

April 13, 2004

Legal Description of a 62.54 Acre Tract  
Certified To: Mary Linn Mathre and A. L. Byrne,  
Dodd Title Company, Inc.  
Stewart Title Guaranty Co.

I hereby certify that this is a true and correct representation of the following described property and that this description meets the minimum technical standards for land surveying (Chapter 61G17-6, Florida Administrative Code).

Commence at the intersection of the South boundary of Section 22, Township 6 South, Range 4 West, Franklin County, Florida with the Easterly right-of-way boundary of State Road No: 267, thence run North 10 degrees 24 minutes 18 seconds West along said right-of-way boundary 1040.43 feet to the intersection of said Easterly right-of-way boundary with the centerline of Hickory Hammock Road, thence run Northeasterly and Southeasterly along said centerline as follows: North 54 degrees 19 minutes 06 seconds East 66.84 feet to a point of curve to the left, with a radius of 450.00 feet, through a central angle of 39 degrees 16 minutes 06 seconds, for an arc distance of 308.41 feet, chord being North 34 degrees 41 minutes 03 seconds East 302.41 feet, North 33 degrees 30 minutes 52 seconds East 679.81 feet to a point of curve to the right, with a radius of 687.50 feet, through a central angle of 20 degrees 48 minutes 14 seconds, for an arc distance of 249.63 feet, chord being North 43 degrees 54 minutes 59 seconds East 248.26 feet, North 72 degrees 46 minutes 57 seconds East 2131.26 feet, North 68 degrees 17 minutes 12 seconds East 233.94 feet, South 10 degrees 29 minutes 58 seconds East 1739.30 feet, South 04 degrees 10 minutes 27 seconds East 2609.50 feet, South 70 degrees 47 minutes 25 seconds East 753.81 feet, South 70 degrees 16 minutes 00 seconds East 869.06 feet, South 70 degrees 54 minutes 20 seconds East 505.61 feet, South 70 degrees 05 minutes 08 seconds East 704.76 feet, South 76 degrees 19 minutes 03 seconds East 2825.41 feet, South 48 degrees 29 minutes 18 seconds East 436.59 feet, thence leaving said centerline run South 26 degrees 19 minutes 23 seconds West 31.09 feet to a concrete monument lying on the Southwesterly right-of-way boundary of Hickory Hammock Road marking the POINT OF BEGINNING. From said POINT OF BEGINNING and leaving said right-of-way boundary run South 26 degrees 19 minutes 23 seconds West 1361.00 feet to the edge of Crooked River, thence run Northwesterly, Southwesterly, Northeasterly and Southeasterly along said river's edge as follows: North 38 degrees 35 minutes 37 seconds West 240.00 feet, South 85 degrees 54 minutes 23 seconds West 290.00 feet, South 44 degrees 44 minutes 23 seconds West 350.00 feet, South 18 degrees 29 minutes 23 seconds West 280.00 feet, South 77 degrees 14 minutes 23 seconds West 215.00 feet, North 36 degrees 16 minutes 41 seconds West 287.97 feet, North 26 degrees 50 minutes 60 seconds East 385.00 feet, South 88 degrees 00 minutes 00 seconds East 480.00 feet, North 41 degrees 15 minutes 00 seconds East 260.00 feet, North 06 degrees 15 minutes 00 seconds East

Page: 3 of 5

EXHIBIT "A"

Page 70



## EXHIBIT "A"

62.54 ac. (Con't)

250.00 feet, thence leaving said river's edge run North 76 degrees 10 minutes 00 seconds East 37.67 feet to an iron rod and cap (marked #426), thence run North 13 degrees 44 minutes 32 seconds East 995.41 feet to an iron rod and cap (marked #7160) lying on the Southwesterly right-of-way boundary of Hickory Hammock Road, thence run Southeasterly along said right-of-way boundary as follows: South 76 degrees 19 minutes 03 seconds East 314.08 feet to an iron rod and cap (marked #7160), South 48 degrees 28 minutes 18 seconds East 437.30 feet to the POINT OF BEGINNING containing 23.98 acres more or less.

Said Lands lying on and being situate in Section 25, Township 6 South, Range 4 West, Franklin County, Florida.

## AND ALSO:

Commence at the intersection of the South boundary of Section 22, Township 6 South, Range 4 West, Franklin County, Florida with the Easterly right-of-way boundary of State Road # seconds-267, thence run North 10 degrees 28 minutes 18 seconds West along said right-of-way boundary 1040.43 feet to the intersection of said Easterly right-of-way boundary with the centerline of Hickory Hammock Road, thence run Northeasterly and Southeasterly along said centerline as follows: North 54 degrees 19 minutes 06 seconds East 66.84 feet to a point of curve to the left, with a radius of 450.00 feet, through a central angle of 39 degrees 16 minutes 06 seconds, for an arc distance of 308.41 feet, chord being North 34 degrees 41 minutes 03 seconds East 302.41 feet, North 33 degrees 30 minutes 52 seconds East 679.81 feet to a point of curve to the right, with a radius of 687.50 feet, through a central angle of 20 degrees 48 minutes 14 seconds, for an arc distance of 249.63 feet, chord being North 43 degrees 54 minutes 59 seconds East 248.26 feet, North 72 degrees 46 minutes 57 seconds East 2131.26 feet, North 68 degrees 17 minutes 12 seconds East 2339.94 feet, South 10 degrees 29 minutes 58 seconds East 1739.30 feet, South 04 degrees 10 minutes 27 seconds East 2609.50 feet, South 70 degrees 47 minutes 25 seconds East 753.81 feet, South 70 degrees 16 minutes 00 seconds East 869.06 feet, South 70 degrees 54 minutes 20 seconds East 505.61 feet, South 70 degrees 05 minutes 08 seconds East 704.76 feet, South 76 degrees 19 minutes 03 seconds East 2825.41 feet, South 48 degrees 29 minutes 18 seconds East 436.59 feet, thence leaving said c. run South 26 degrees 19 minutes 23 seconds West 31.09 feet to a concrete monument lying on the Southwesterly right-of-way boundary of Hickory Hammock Road, thence run Southeasterly and Northeasterly along said right-of-way boundary as follows: South 48 degrees 28 minutes 18 seconds East 239.57 feet to a point of curve to the left with a radius of 320.62 feet, through a central angle of 45 degrees 24 minutes 57 seconds, for an arc distance of 254.14 feet, chord being South 71 degrees 10 minutes 47 seconds East 247.54 feet, North 86 degrees 06 minutes 22 seconds East 1524.26 feet to a concrete monument (marked #4261) marking the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 86 degrees 07 minutes 02 seconds East along said right-of-way boundary 429.93 feet to a concrete monument (marked #4261), thence leaving said right-of-way boundary run South 02 degrees 53 minutes 04 seconds East 2338.51 feet to a concrete monument (marked #4261), thence run South 84 degrees 46 minutes 54 seconds East 568.72 feet to the edge of Crooked River, thence run Southeasterly, Southwesterly and Northwesterly along said river's edge as follows: South 23 degrees 00 minutes 00 seconds East 380.00 feet, South 02 degrees 02

EXHIBIT "A"

62.54 ac. (Con't)

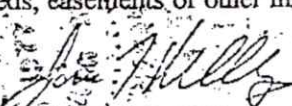
minutes 56 seconds West 427.83 feet, South 73 degrees 00 minutes 00 seconds West 480.00 feet, North 73 degrees 15 minutes 00 seconds West 290.00 feet, thence leaving said river's edge run North 14 degrees 58 minutes 52 seconds West 1662.67 feet to a concrete monument (marked #4261), thence run North 02 degrees 52 minutes 28 seconds West 1588.12 feet to the POINT OF BEGINING containing 38.56 acres more or less.

Lying on and being situate in Section 25, Township 6 South, Range 4 West, Franklin County, Florida.

SUBJECT TO a 30.00 foot wide access easement over and across a portion thereof.

The aggregate of the above (2) two described being 62.54 acres more or less.

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

  
James T. Roddenberry  
Surveyor and Mapper  
Florida Certificate No. 4261

04-230



THIS INSTRUMENT PREPARED BY:  
RACHEL CHESNUT  
P.O. BOX 501  
APALACHICOLA, FL 32329

Inst:0200501752 Date:03/02/2005 Time:13:35  
Doc Stamp-Deed : 1820.00  
*B. Thompson* DC Marcia Johnson, FRANKLIN County B:837 P:46

Property Appraisers Parcel Identification:

## PERSONAL REPRESENTATIVE'S DEED

THIS INDENTURE made the 1<sup>st</sup> day of March, 2005, between SHIRLEY CAUSEY, the duly qualified and acting personal representative of the estate of CLIFFORD HOWARD CAUSEY, deceased, party of the first part, and **AL BYRNE and MARY LYNN MATHRE**, as husband and wife, whose post office address is 1472 Fish Pond Road, Howardsville, VA 24562, party of the second part.

WITNESSETH, that WHEREAS, CLIFFORD HOWARD CAUSEY died testate a resident of Franklin County, Florida, on November 16, 2000, seized and possessed of the real property hereinafter described; and

WHEREAS, an Order Authorizing Sale of Property was entered by the Circuit Court of Franklin County, Florida, Probate Division in Case No. 01-00004 CP granting the party of the first part the right to sell the real property; and

WHEREAS, the party of the first part wishes to distribute said property to the party of the second part pursuant to the terms of the Order Authorizing Sale of Property,

NOW THEREFORE, in consideration of the foregoing and in connection with the distribution of the estate of said decedent, the party of the first part has released to the party of the second part the right to sell or encumber said property, and surrendered possession thereof, and granted, conveyed and confirmed unto the party of the second part, their heirs and assigns forever, all of the interest of said decedent in and to the real property situated in Franklin County, Florida, described as follows:

See Attached Exhibit A.

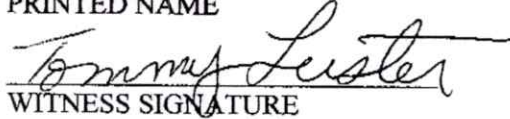
TOGETHER with all and singular the tenements, hereditaments, and appurtenances belonging to or in any way appertaining to that real property, subject to all restrictions, reservations, and easements of record, if any, and ad valorem taxes for the current year.

IN WITNESS WHEREOF, the undersigned, as personal representative of the estate of said decedent, has executed this instrument under seal on the date aforesaid.

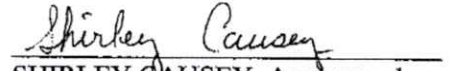
Signed, sealed and delivered  
in the presence of :

  
WITNESS SIGNATURE

Kim L. Johnson  
PRINTED NAME

  
WITNESS SIGNATURE

Tommy Luster  
PRINTED NAME

  
SHIRLEY CAUSEY, As personal  
representative of the Estate of Clifford  
Howard Causey

STATE OF FLORIDA  
COUNTY OF FRANKLIN

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of ~~February~~ <sup>March</sup>,  
2005, by SHIRLEY CAUSEY, personal representative of the Estate of Clifford Howard  
Causey, who is either (☒) personally known to me or (☐) produced  
\_\_\_\_\_ as identification and who did not take an oath.

  
Notary Public State of Florida  
My Commission Expires:

## EXHIBIT "A"

Commence at a concrete monument marking the intersection of the South boundary of Section 22, Township 6 South, Range 4 West, Franklin County, Florida with the Easterly right-of-way of State Road No: S-67, and thence run North 10 degrees 24 minutes 28 seconds West along the Easterly right-of-way boundary of said State Road No: S-67 a distance of 1040.43 feet to the centerline of a 60.00 foot roadway known as County Road, thence leaving said Easterly right-of-way run Northeastly along said centerline the following 6 courses: North 54 degrees 19 minutes 06 seconds East 66.84 feet to a point of curve to the left, thence run along said curve with a radius of 450.00 feet through a central angle of 39 degrees 16 minutes 06 seconds for an arc distance of 308.41 feet to a point of tangency, thence run North 33 degrees 30 minutes 52 seconds East 679.81 feet to a point of curve to the right, thence run along said curve with a radius of 687.50 feet through a central angle of 20 degrees 48 minutes 14 seconds for an arc distance of 249.63 feet to a point of tangency, thence run North 72 degrees 46 minutes 57 seconds East 2131.26 feet to a re-rod (found), thence run North 68 degrees 17 minutes 12 seconds East 233.94 feet to a re-rod (found) marking the intersection of said centerline of a 60.00 foot roadway known as County Road with the centerline of a 60.00 foot roadway known as Hickory Hammock Road, thence run South 10 degrees 29 minutes 58 seconds East along said centerline of Hickory Hammock Road 1739.30 feet to a re-rod (found), thence run South 04 degrees 10 minutes 27 seconds East along said centerline 2609.50 feet, thence run South 70 degrees 47 minutes 25 seconds East along said centerline 753.81 feet, thence South 70 degrees 16 minutes 00 seconds East along said centerline 869.06 feet, thence South 70 degrees 54 minutes 29 seconds East 505.61 feet, thence South 70 degrees 05 minutes 08 seconds East along said centerline 704.76 feet, thence South 76 degrees 19 minutes 03 seconds East along said centerline 2825.41 feet, thence run South 48 degrees 28 minutes 18 seconds East along said centerline 436.59 feet, thence leaving said centerline run South 26 degrees 19 minutes 23 seconds West 31.09 feet to the Southwesterly right-of-way boundary of said Hickory Hammock Road and the POINT OF BEGINNING. From said POINT OF BEGINNING thence run South 26 degrees 19 minutes 23 seconds West 1361.00 feet to the river's edge of Crooked River, thence run along said river's edge the following courses and distances: North 38 degrees 35 minutes 37 seconds West 240.00 feet, thence run South 85 degrees 54 minutes 23 seconds West 290.00 feet, thence run South 44 degrees 44 minutes 23 seconds West 350.00 feet, thence run South 18 degrees 29 minutes 23 seconds West 280.00 feet, thence run South 77 degrees 14 minutes 23 seconds West 215.00 feet, thence run North 36 degrees 16 minutes 41 seconds West 287.97 feet, thence run North 26 degrees 50 minutes 00 seconds East 385.00 feet, thence run South 88 degrees 00 minutes 00 seconds East 480.00 feet, thence run North 41 degrees 15 minutes 00 seconds East 260.00 feet, thence run North 06 degrees 15 minutes 00 seconds East 250.00 feet, thence leaving said river's edge run North 76 degrees 10 minutes 00 seconds East 37.67 feet, thence run North 13 degrees 44 minutes 32 seconds East 995.41 feet to the Southerly right-of-way boundary of said Hickory Hammock Road, thence run South 76 degrees 19 minutes 03 seconds East along said right-of-way 314.08 feet, thence run South 48 degrees 28 minutes 18 seconds East along said right-of-way 437.30 feet to the POINT OF BEGINNING containing 23.98 acres, more or less.

SAID LANDS lying and being situate in Section 25, Township 6 South, Range 4 West, Franklin County, Florida.



EXHIBIT "A"

Commence at a concrete monument marking the intersection of the South boundary of Section 22, Township 6 South, Range 4 West, Franklin County, Florida with the Easterly right-of-way of State Road No: 3-67, and thence run North 10 degrees 24 minutes 28 seconds West along the Easterly right-of-way boundary of said State Road No: 3-67 a distance of 1040.43 feet to the centerline of a 60.00 foot roadway known as County Road, thence leaving said Easterly right-of-way run Northeasterly along said centerline the following 6 courses: North 54 degrees 19 minutes 06 seconds East 66.84 feet to a point of curve to the left, thence run along said curve with a radius of 450.00 feet through a central angle of 39 degrees 16 minutes 06 seconds for an arc distance of 308.41 feet to a point of tangency, thence run North 33 degrees 30 minutes 52 seconds East 679.81 feet to a point of curve to the right, thence run along said curve with a radius of 627.50 feet through a central angle of 20 degrees 48 minutes 14 seconds for an arc distance of 249.63 feet to a point of tangency, thence run North 72 degrees 46 minutes 57 seconds East 2131.26 feet to a re-rod (found), thence run North 68 degrees 17 minutes 12 seconds East 233.94 feet to a re-rod (found) marking the intersection of said centerline of a 60.00 foot roadway known as County Road with the centerline of a 60.00 foot roadway known as Hickory Hammock Road, thence run South 10 degrees 29 minutes 53 seconds East along said centerline of Hickory Hammock Road 1739.30 feet to a re-rod (found), thence run South 04 degrees 10 minutes 27 seconds East along said centerline 2609.50 feet, thence run South 70 degrees 47 minutes 25 seconds East along said centerline 753.81 feet, thence South 70 degrees 16 minutes 00 seconds East along said centerline 869.06 feet, thence South 70 degrees 54 minutes 29 seconds East 505.61 feet, thence South 70 degrees 05 minutes 08 seconds East along said centerline 704.76 feet, thence South 76 degrees 19 minutes 03 seconds East along said centerline 2825.41 feet, thence run South 48 degrees 28 minutes 18 seconds East along said centerline 436.59 feet, thence leaving said centerline run South 26 degrees 19 minutes 23 seconds West 31.09 feet to a concrete monument (marked #4261) on the Southerly right-of-way boundary of said Hickory Hammock Road, thence run along said Southerly right-of-way boundary the following three (3) courses and distances: South 48 degrees 28 minutes 18 seconds East 239.57 feet to a concrete monument (marked #4261) marking the point of a curve concave to the Northerly, thence run Southeasterly along the arc of said curve having a radius of 320.62 feet through a central angle of 45 degrees 24 minutes 57 seconds for an arc distance of 254.14 feet, the chord of said arc being South 71 degrees 26 minutes 46 seconds East 247.54 feet to a concrete monument (marked #4261), thence run North 86 degrees 06 minutes 22 seconds East along said Southerly right-of-way boundary 1524.26 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING thence continue North 86 degrees 06 minutes 22 seconds East along said Southerly right-of-way boundary 429.94 feet, thence leaving said Southerly right-of-way boundary run South 02 degrees 54 minutes 08 seconds East 2339.96 feet, thence run South 84 degrees 54 minutes 26 seconds East 567.80 feet to the river's edge of Crooked River, thence run along said river's edge the following courses and distances: South 23 degrees 00 minutes 00 seconds East 380.00 feet, thence run South 02 degrees 02 minutes 56 seconds West 427.83 feet, thence run South 73 degrees 00 minutes 00 seconds West 480.00 feet, thence run North 73 degrees 15 minutes 00 seconds West 290.00 feet, thence leaving said river's edge run North 14 degrees 57 minutes 50 seconds West 1661.33 feet, thence run North 02 degrees 54 minutes 08 seconds West 1589.32 feet to the POINT OF BEGINNING containing 38.54 acres, more or less.

LYING AND BEING situate in Section 25, Township 6 South, Range 4 West, Franklin County, Florida.

SUBJECT TO a 30.00 foot wide access easement over and across a portion thereof.

SAID LANDS above described containing 52.52 acres, more or less, in aggregate.

Further described by survey dated April 13, 2004, by Thurman Roddenberry, surveyor, JOB #04-4261, attached:

# NOTICE OF LAND USE CHANGE

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

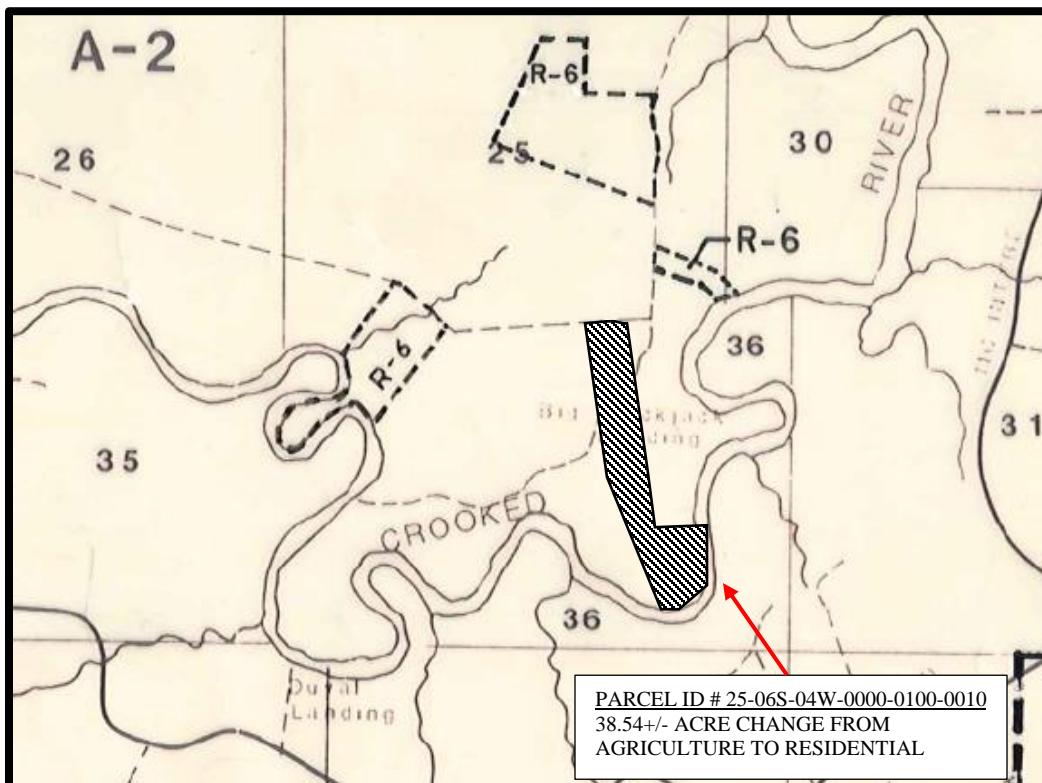
**AN ORDINANCE AMENDING THE FRANKLIN COUNTY COMPREHENSIVE PLAN TO CHANGE THE PERMITTED USE OF A 38.54+/- ACRE PARCEL OF LAND IN SECTION 25, TOWNSHIP 6 SOUTH, RANGE 4 WEST, FROM AGRICULTURE TO RESIDENTIAL.**

A public hearing on the proposed change will be held on Tuesday, October 5<sup>th</sup>, 2021, at 10:30 a.m. at the County Commission meeting room in the Franklin County Courthouse Annex, 34 Forbes Street, Apalachicola, Florida. More information can be obtained, and the proposed changes may be inspected at the Franklin County Planning Department, 34 Forbes Street, Suite 1, Apalachicola, Florida 32320 (telephone 850-653-9783).

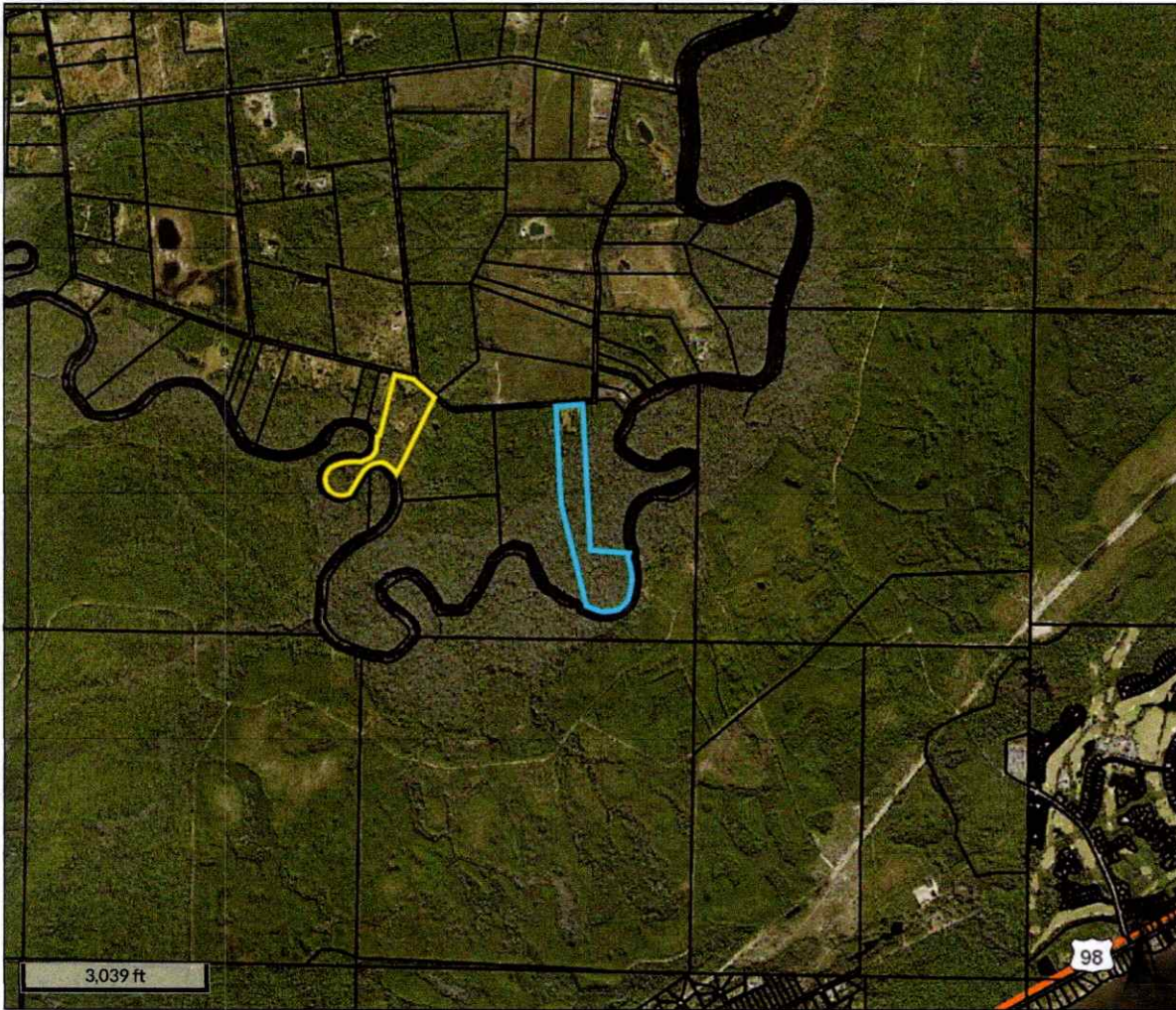
Effective May 4, 2021, the general public will be allowed in the commission meeting room for meetings. The County Commission encourages the public to continue the use of Zoom. The login information will be provided online by Thursday, September 30, 2021, by downloading the agenda for the October 5<sup>th</sup>, 2021, Board of County Commission Meeting located at [www.franklincountyflorida.com/resources/agendas-minutes/](http://www.franklincountyflorida.com/resources/agendas-minutes/)

Persons wishing to comment may do so in person, by using the virtual meeting feature noted above during the public hearing or in writing to the Franklin County Board of County Commissioners, 33 Market Street, Suite 203, Apalachicola, Florida 32320. Transactions of this public hearing will be recorded. Persons who may wish to appeal any action resulting from this hearing should make the necessary arrangements to ensure that a verbatim record is made, including testimony and evidence, if any, upon which the appeal is to be based. The meeting room is handicap accessible. Those having special needs to attend the meeting may contact Deputy Clerk, Jessica Gay, at 850-653-8861, x-100, at least two business days prior to the public hearing to make arrangements.

Publish Dates: Thursday, September 23, 2021  
Thursday, September 30, 2021







Overview



Legend

- ☐ Parcels
- ☐ Roads
- ☐ City Labels

Parcel ID	25-06S-04W-0000-0100-0010	Alternate ID	04W06S25000001000010	Owner Address	MATHRE AL BYRNE & MARY LYNN
Sec/Twp/Rng	--	Class	VACANT		1472 FISH POND RD
Property Address		Acreage	37		HOWARDSVILLE, VA 24562
District	1				
Brief Tax Description	A PARCEL IN SECTION 25-06S-04W				
	(Note: Not to be used on legal documents)				

Date created: 6/30/2021.

Last Data Uploaded: 6/30/2021 7:56:34 AM

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## APPLICATION FOR RE-ZONING & LAND USE CHANGE

### FRANKLIN COUNTY BUILDING DEPARTMENT

34 Forbes Street, Suite 1, Apalachicola, Florida 32320

Phone: 850-653-9783 Fax: 850-653-9799

[http://www.franklincountyflorida.com/planning\\_building.aspx](http://www.franklincountyflorida.com/planning_building.aspx)

PROPERTY OWNER'S NAME: Al Byrne and Mary Lynn Mathre  
MAILING ADDRESS: P.O. Box 1181 City/State/Zip: Carrabelle FL 32322  
PHONE #: 850-591-2905 CELL #: 850-591-2905 EMAIL: albyrne@hughes.net

AGENT'S NAME: Wanda Rose  
MAILING ADDRESS: P.O. Box 867 City/State/Zip: Carrabelle, FL 32322  
PHONE #: \_\_\_\_\_ CELL #: 850-545-5852 EMAIL: wblessings@gmail.com

PROPERTY DESCRIPTION: 911 Address: 780 Hickory Hammock Rd  
Lot/s: \_\_\_\_\_ Block: \_\_\_\_\_ Subdivision: \_\_\_\_\_ Unit: \_\_\_\_\_

Parcel Identification #: 25-065-04W-0000-0100-0010

JURISDICTION: ☒ Franklin County  
☐ Apalachicola ☐ Eastpoint ☐ St. George Island ☒ Carrabelle ☐ Dog Island ☐ Lanark/ St. James ☐ St. Teresa ☐ Alligator Point

ACREAGE: 38.54

CURRENT ZONING: A-2 Forestry Agriculture CURRENT LAND USE: \_\_\_\_\_

REQUESTED ZONING: A-6 Rural Residential REQUESTED LAND USE: \_\_\_\_\_

LEGAL DESCRIPTION OF THE PROPERTY: (Must Attach Legal Description)

PLANNING & ZONING DATE: \_\_\_\_\_

RECOMMENDED APPROVAL: \_\_\_\_\_ RECOMMENDED DENIAL: \_\_\_\_\_ RECOMMENDED TO TABLE: \_\_\_\_\_  
CONDITIONS: \_\_\_\_\_

BOARD OF COUNTY DATE: \_\_\_\_\_  
RECOMMENDED APPROVAL: \_\_\_\_\_ RECOMMENDED DENIAL: \_\_\_\_\_ RECOMMENDED TO TABLE: \_\_\_\_\_  
CONDITIONS: \_\_\_\_\_

PUBLIC HEARING DATE: \_\_\_\_\_  
☐ APPROVED ☐ DENIED ☐ TABLED  
CONDITIONS: \_\_\_\_\_

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

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



## NOTICE OF LAND USE CHANGE

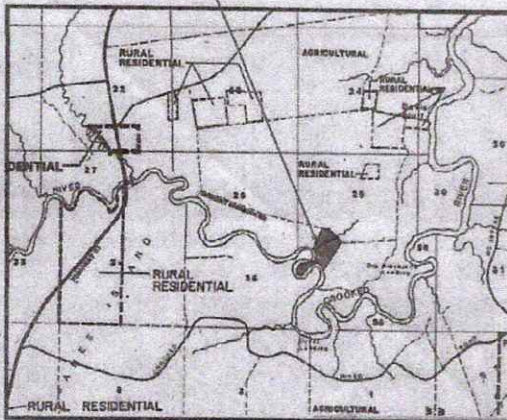
The Franklin County Board of County Commissioners proposes to adopt the following by ordinance: An Ordinance changing the Land Use on the following parcel of land in Franklin County:

A 23.98+/- acre parcel lying in Section 25, Township 6 South, Range 4 West, Carrabelle, Franklin County, Florida, as shown on the attached map, be changed from Agriculture to Rural Residential.

A public hearing on the proposed change to the Land Use Map series will be held on Tuesday, March 19, 2019 at 10:00 a.m., in Courthouse Annex Board Room, 34 Forbes Street, Apalachicola, Florida. More information can be obtained and the proposed change may be inspected at the Franklin County Planning Department, 34 Forbes Street, Suite 1, Apalachicola, Florida 32320. Contact Amy Ham-Kelly at: 850-653-9783, Ext. 167.

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

LAND USE CHANGE FROM AGRICULTURE TO RURAL RESIDENTIAL



## NOTICE OF ZONING CHANGE

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

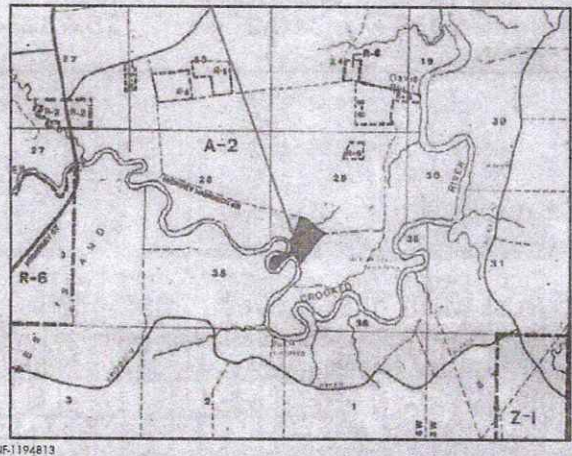
A 23.98+/- acre parcel lying in Section 25, Township 6 South, Range 4 West, Carrabelle, Franklin County, Florida, as shown on the attached map, be changed from A-2 Forestry Agriculture to R-6 Rural Residential.

A public hearing on the proposed change to the Zoning Map series will be held on Tuesday, March 19, 2019 at 10:00 a.m., in Courthouse Annex Board Room, 34 Forbes Street, Apalachicola, Florida. More information can be obtained and the proposed change may be inspected at the Franklin County Planning Department, 34 Forbes Street, Suite 1, Apalachicola, Florida 32320. Contact Amy Ham-Kelly at: 850-653-9783, Ext. 167.

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

PUBLISH DATES: Thursday, March 7, 2019  
Thursday, March 14, 2019

## RE-ZONING FROM A-2 FORESTRY AGRICULTURE TO R-6 RURAL RESIDENTIAL



Thursday 3/14/2019

Previous zoning change  
of 23.98 acres





qPublic.net™

Franklin County, FL

### Parcel Summary

Parcel ID 25-06S-04W-0000-0100-0010  
 Location Address 32323  
 Brief Tax Description\* A PARCEL IN SECTION 25-06S-04W CONTAINING 38.54 AC M/L OR 409/227 647/325 837/46  
 \*The Description above is not to be used on legal documents.  
 Property Use Code VACANT (000000)  
 Sec/Twp/Rng --  
 Tax District County (District 1)  
 Millage Rate 11.2322  
 Acreage 37.000  
 Homestead N

[View Map](#)

### Owner Information

Primary Owner  
[Mathre AL Byrne & Mary Lynn](#)  
 1472 Fish Pond Rd  
 Howardsville, VA 24562

### Land Information

Code	Land Use	Number of Units	Unit Type	Frontage	Depth
000000	VAC RES	1.00	UT	0	0
999999	UNBUILDABLE	37.00	AC	0	0

### Sales

Multi Parcel	Sale Date	Sale Price	Instrument	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
N	03/02/2005	\$260,000	PR	837	46	Qualified (Q)	Vacant	CAUSEY AS IN THE ESTATE OF CLIFFORD CAUSEY	MATHRE
N	04/16/1993	\$15,980	WD	409	227	Qualified (Q)	Vacant	SOUTHEAST TIMBER	CAUSEY

### Valuation

	2020 Certified	2019 Certified	2018 Certified
Building Value	\$0	\$0	\$0
Extra Features Value	\$0	\$0	\$0
Land Value	\$127,500	\$127,500	\$127,500
Land Agricultural Value	\$0	\$0	\$0
Agricultural (Market) Value	\$0	\$0	\$0
Just (Market) Value	\$127,500	\$127,500	\$127,500
Assessed Value	\$127,500	\$127,500	\$127,500
Exempt Value	\$0	\$0	\$0
Taxable Value	\$127,500	\$127,500	\$127,500
Maximum Save Our Homes Portability	\$0	\$0	\$0

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

### TRIM Notice 2020

[2020 TRIM Notice \(PDF\)](#)

### TRIM Notice 2019

[2019 TRIM Notice \(PDF\)](#)

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

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

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Last Data Upload: 6/30/2021, 7:56:34 AM

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Version 2.3.128



# Franklin County, FL

## Parcel Summary

**Parcel ID** 25-06S-04W-0000-0100-0000  
**Location Address** 780 HICKORY HAMMOCK RD  
 32323  
**Brief Tax Description\*** A PARCEL IN SECTION 25-06S-04W CONTAINING 23.98 AC M/L OR 409/227 647/325 837/46  
*\*The Description above is not to be used on legal documents.*  
**Property Use Code** SINGLE FAM (000100)  
**Sec/Twp/Rng** --  
**Tax District** County (District 1)  
**Millage Rate** 11.2322  
**Acreage** 62.000  
**Homestead** Y

[View Map](#)

## Owner Information

**Primary Owner**  
 Byrne AL & Mary Lynn Mathre  
 P.O. Box 1181  
 Carrabelle, FL 32322

*Previous Property  
Zone Change*

## Land Information

Code	Land Use	Number of Units	Unit Type	Frontage	Depth
000000	VAC RES	1.00	UT	0	0
000000	VAC RES	42.00	AC	0	0
009630	SWAMP	20.00	AC	0	0

## Residential Buildings

**Building 1**  
**Type** SINGLE FAM  
**Total Area** 3,300  
**Heated Area** 1,938  
**Exterior Walls** AVERAGE  
**Roof Cover** MODULAR MT  
**Interior Walls** DRYWALL  
**Frame Type** WOOD FRAME  
**Floor Cover** CLAY TILE  
**Heat** AIR DUCTED  
**Air Conditioning** CENTRAL  
**Bathrooms** 3  
**Bedrooms** 3  
**Stories** 2  
**Effective Year Built** 2017

## Extra Features

Code	Description	Number of Items	Length x Width x Height	Units	Unit Type	Effective Year Built
0330	STORAGE, UTILITY	1	12 x 24 x 0	288	SF	0
0300	STEPS	1	0 x 0 x 0	24	SF	2017
0180	FPLC AVERAGE	1	0 x 0 x 0	1	UT	2017

## Sales

Multi Parcel	Sale Date	Sale Price	Instrument	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
N	03/02/2005	\$260,000	PR	837	46	Qualified (Q)	Vacant	CAUSEY AS IN THE ESTATE OF CLIFFORD CAUSEY	BYRNE/MATHRE
N	04/16/1993	\$15,980	WD	409	227	Qualified (Q)	Vacant	SOUTHEAST TIMBER	CAUSEY

## Valuation

	2020 Certified	2019 Certified	2018 Certified	2017 Certified	2016 Certified
Building Value	\$203,565	\$205,115	\$175,813	\$0	\$0
Extra Features Value	\$5,848	\$5,848	\$5,848	\$0	\$0
Land Value	\$85,900	\$85,900	\$98,500	\$96,520	\$96,520
Land Agricultural Value	\$0	\$0	\$0	\$0	\$0
Agricultural (Market) Value	\$0	\$0	\$0	\$0	\$0
Just (Market) Value	\$295,313	\$296,863	\$280,161	\$96,520	\$96,520
Assessed Value	\$295,313	\$296,863	\$280,161	\$96,520	\$96,520
Exempt Value	\$50,000	\$50,000	\$0	\$0	\$0
Taxable Value	\$245,313	\$246,863	\$280,161	\$96,520	\$96,520
Maximum Save Our Homes Portability	\$0	\$0	\$0	\$0	\$0

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

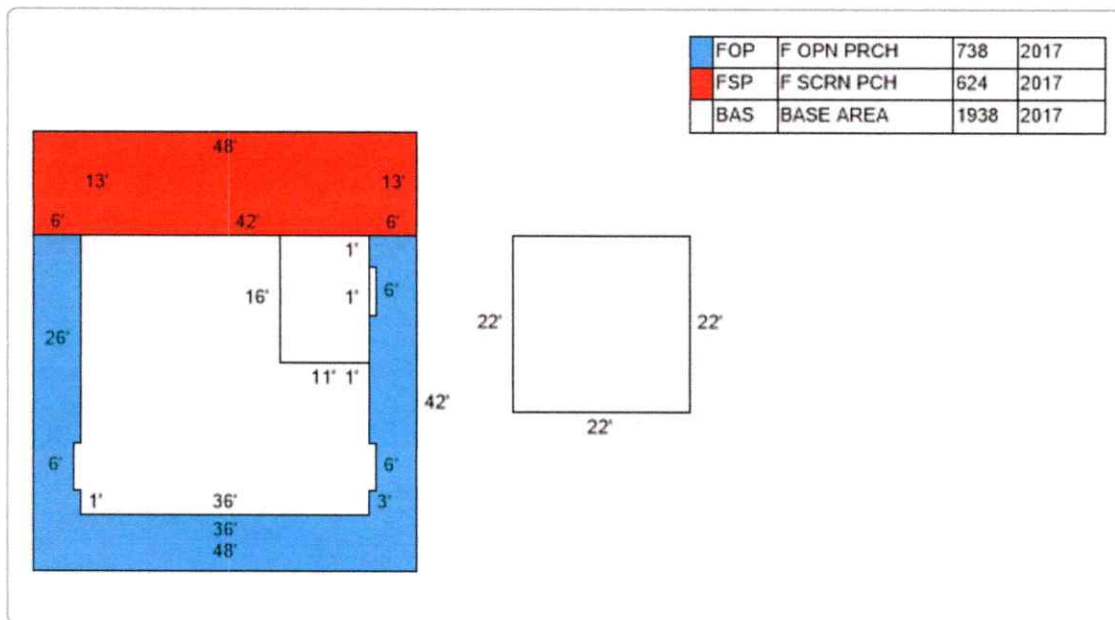
## TRIM Notice 2020

[2020 TRIM Notice \(PDF\)](#)

## TRIM Notice 2019

[2019 TRIM Notice \(PDF\)](#)

## Sketches



No data available for the following modules: Commercial Buildings.

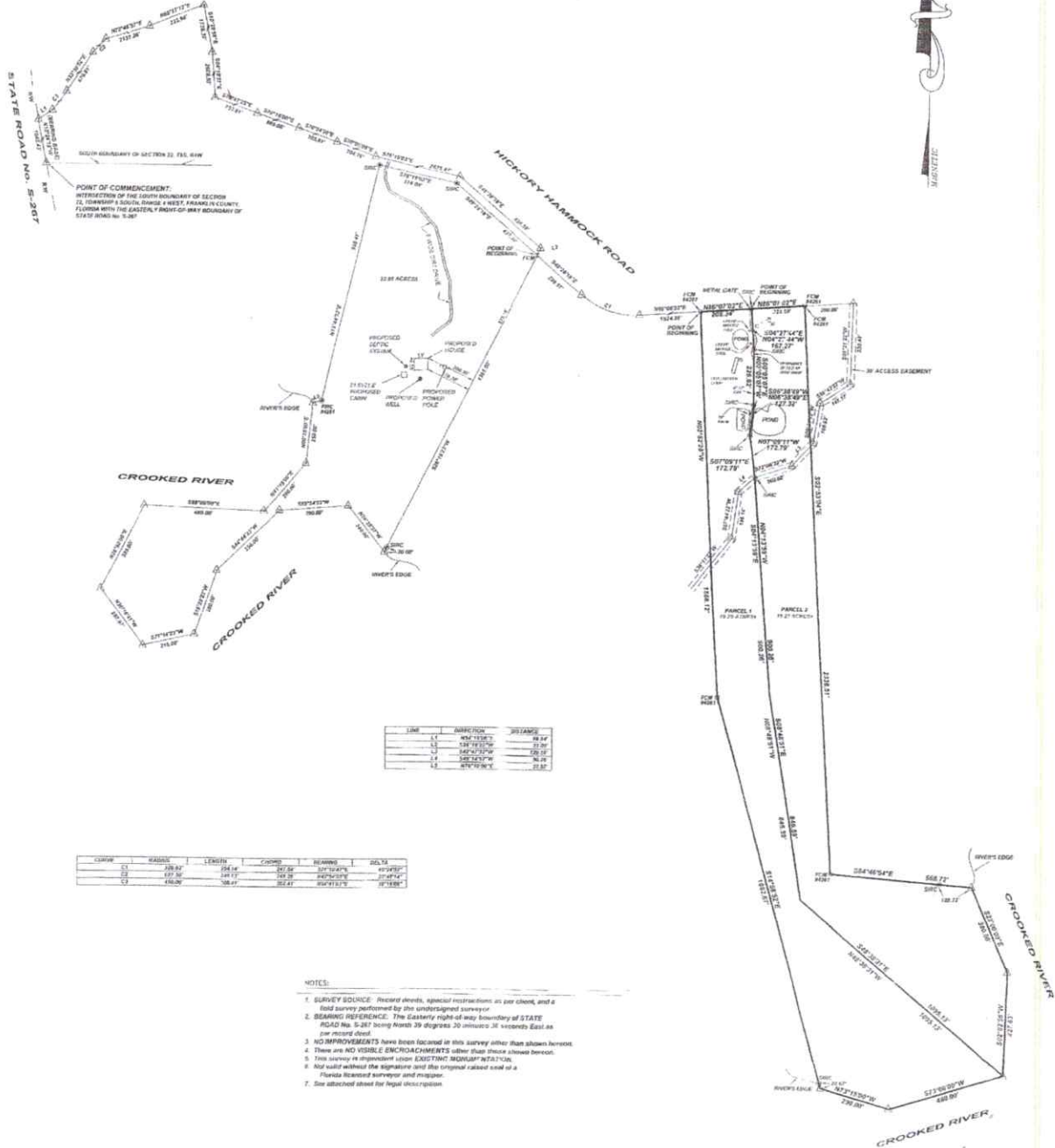
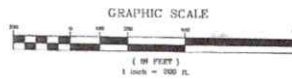
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LINE	DIRECTION	DISTANCE
1	N 45° 12' 00" E	86.14
2	S 87° 15' 00" W	77.47
3	S 87° 15' 00" W	77.47
4	S 87° 15' 00" W	77.47

CURVE	BEARING	LENGTH	CHORD	BEARINGS	DELTA
C1	228.82°	284.18	287.58	227° 10' 45"	49° 45' 15"
C2	227.58°	144.12	145.28	227° 10' 45"	27° 10' 45"
C3	145.28°	108.47	108.47	227° 10' 45"	27° 10' 45"

NOTES:

1. SURVEY SOURCE: Recent deeds, special instructions on per chart, and a field survey performed by the undersigned surveyor.
2. BEARING REFERENCE: The customary right-of-way boundary of STATE ROAD No. 5-287 being North 29 degrees 20 minutes 36 seconds East as per record deed.
3. NO IMPROVEMENTS have been located in this survey other than shown hereon.
4. There are NO VISIBLE ENCROACHMENTS other than those shown hereon.
5. This survey is independent upon EXISTING BOUNDARY METERS.
6. Not valid without the signature and the original cabinet seal of a Florida licensed surveyor and mapper.
7. See attached sheet for legal description.

FLOOD ZONE INFORMATION:

Subject property is located in Zone "A" as per Flood Insurance Rate Map Community Panel No. 130088 0285E, dated June 17, 2002, Franklin County, Florida.

I hereby certify that this is a true and correct representation of the survey shown hereon and that I am a duly licensed surveyor under the minimum technical standards for land surveying (Chapter 61G17-6, Florida Administrative Code).

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

*James T. Roddenberry*  
JAMES T. RODDENBERRY  
Surveyor and Mapper  
Florida Certificate No. 4261

LEGEND

- F.R.C. FOUND BOUNDARY ROAD & CURVE
- F.C.M. FOUND CONCRETE MONUMENT
- R.W. RIGHT-OF-WAY
- M. MARKER
- N.T.S. NOT TO SCALE

REVISED: 08/11/14, LAND DIVISION - MP  
REVISED: 02/05/10 - ADDED PROPOSED LOCATIONS & UTILITY EASEMENT (NO. 8 JHR)

THURMAN RODDENBERRY & ASSOCIATES, INC.  
Professional Surveyors and Mappers  
I.R. NO. 1160

P.O. Box 100 • 105 Gordon Street • Northridge, FL 32188-0100 • (407) 962-7538  
DATE: 04/10/04 DRAWN BY: JHR PLAT: COUNTY: FRANKLIN  
F.R.C. 04255.DWG DATE OF LAST FIELD WORK: 02/04/10 JOB NUMBER: 04-230



EXHIBIT "A"

**Thurman Roddenberry and Associates, Inc.**  
**Professional Surveyors and Mappers**

PO Box 100  
125 Sheldon Street  
Sopchoppy, Florida 32358  
USA

Phone: 850-962-2538  
Fax: 850-962-1103

April 13, 2004

Legal Description of a 62.54 Acre Tract  
Certified To: Mary Linn Mathre and A. L. Byrne,  
Dodd Title Company, Inc.  
Stewart Title Guaranty Co.

I hereby certify that this is a true and correct representation of the following described property and that this description meets the minimum technical standards for land surveying (Chapter 61G17-6, Florida Administrative Code).

Commence at the intersection of the South boundary of Section 22, Township 6 South, Range 4 West, Franklin County, Florida with the Easterly right-of-way boundary of State Road No: 267, thence run North 10 degrees 24 minutes 18 seconds West along said right-of-way boundary 1040.43 feet to the intersection of said Easterly right-of-way boundary with the centerline of Hickory Hammock Road, thence run Northeasterly and Southeasterly along said centerline as follows: North 54 degrees 19 minutes 06 seconds East 66.84 feet to a point of curve to the left, with a radius of 450.00 feet, through a central angle of 39 degrees 16 minutes 06 seconds, for an arc distance of 308.41 feet, chord being North 34 degrees 41 minutes 03 seconds East 302.41 feet, North 33 degrees 30 minutes 52 seconds East 679.81 feet to a point of curve to the right, with a radius of 687.50 feet, through a central angle of 20 degrees 48 minutes 14 seconds, for an arc distance of 249.63 feet, chord being North 43 degrees 54 minutes 59 seconds East 248.26 feet, North 72 degrees 46 minutes 57 seconds East 2131.26 feet, North 68 degrees 17 minutes 12 seconds East 233.94 feet, South 10 degrees 29 minutes 58 seconds East 1739.30 feet, South 04 degrees 10 minutes 27 seconds East 2609.50 feet, South 70 degrees 47 minutes 25 seconds East 753.81 feet, South 70 degrees 16 minutes 00 seconds East 869.06 feet, South 70 degrees 54 minutes 20 seconds East 505.61 feet, South 70 degrees 05 minutes 08 seconds East 704.76 feet, South 76 degrees 19 minutes 03 seconds East 2825.41 feet, South 48 degrees 29 minutes 18 seconds East 436.59 feet, thence leaving said centerline run South 26 degrees 19 minutes 23 seconds West 31.09 feet to a concrete monument lying on the Southwesterly right-of-way boundary of Hickory Hammock Road marking the POINT OF BEGINNING. From said POINT OF BEGINNING and leaving said right-of-way boundary run South 26 degrees 19 minutes 23 seconds West 1361.00 feet to the edge of Crooked River, thence run Northwesterly, Southwesterly, Northeasterly and Southeasterly along said river's edge as follows: North 38 degrees 35 minutes 37 seconds West 240.00 feet, South 85 degrees 54 minutes 23 seconds West 290.00 feet, South 44 degrees 44 minutes 23 seconds West 350.00 feet, South 18 degrees 29 minutes 23 seconds West 280.00 feet, South 77 degrees 14 minutes 23 seconds West 215.00 feet, North 36 degrees 16 minutes 41 seconds West 287.97 feet, North 26 degrees 50 minutes 60 seconds East 385.00 feet, South 88 degrees 00 minutes 00 seconds East 480.00 feet, North 41 degrees 15 minutes 00 seconds East 260.00 feet, North 06 degrees 15 minutes 00 seconds East

Page: 3 of 5

EXHIBIT "A"

Page 85



## EXHIBIT "A"

62.54 ac. (Con't)

250.00 feet, thence leaving said river's edge run North 76 degrees 10 minutes 00 seconds East 37.67 feet to an iron rod and cap (marked #426), thence run North 13 degrees 44 minutes 32 seconds East 995.41 feet to an iron rod and cap (marked #7160) lying on the Southwesterly right-of-way boundary of Hickory Hammock Road, thence run Southeasterly along said right-of-way boundary as follows: South 76 degrees 19 minutes 03 seconds East 314.08 feet to an iron rod and cap (marked #7160), South 48 degrees 28 minutes 18 seconds East 437.30 feet to the POINT OF BEGINNING containing 23.98 acres more or less.

Said Lands lying on and being situate in Section 25, Township 6 South, Range 4 West, Franklin County, Florida.

## AND ALSO:

Commence at the intersection of the South boundary of Section 22, Township 6 South, Range 4 West, Franklin County, Florida with the Easterly right-of-way boundary of State Road # seconds-267, thence run North 10 degrees 28 minutes 18 seconds West along said right-of-way boundary 1040.43 feet to the intersection of said Easterly right-of-way boundary with the centerline of Hickory Hammock Road, thence run Northeasterly and Southeasterly along said centerline as follows: North 54 degrees 19 minutes 06 seconds East 66.84 feet to a point of curve to the left, with a radius of 450.00 feet, through a central angle of 39 degrees 16 minutes 06 seconds, for an arc distance of 308.41 feet, chord being North 34 degrees 41 minutes 03 seconds East 302.41 feet, North 33 degrees 30 minutes 52 seconds East 679.81 feet to a point of curve to the right, with a radius of 687.50 feet, through a central angle of 20 degrees 48 minutes 14 seconds, for an arc distance of 249.63 feet, chord being North 43 degrees 54 minutes 59 seconds East 248.26 feet, North 72 degrees 46 minutes 57 seconds East 2131.26 feet, North 68 degrees 17 minutes 12 seconds East 2339.94 feet, South 10 degrees 29 minutes 58 seconds East 1739.30 feet, South 04 degrees 10 minutes 27 seconds East 2609.50 feet, South 70 degrees 47 minutes 25 seconds East 753.81 feet, South 70 degrees 16 minutes 00 seconds East 869.06 feet, South 70 degrees 54 minutes 20 seconds East 505.61 feet, South 70 degrees 05 minutes 08 seconds East 704.76 feet, South 76 degrees 19 minutes 03 seconds East 2825.41 feet, South 48 degrees 29 minutes 18 seconds East 436.59 feet, thence leaving said c. run South 26 degrees 19 minutes 23 seconds West 31.09 feet to a concrete monument lying on the Southwesterly right-of-way boundary of Hickory Hammock Road, thence run Southeasterly and Northeasterly along said right-of-way boundary as follows: South 48 degrees 28 minutes 18 seconds East 239.57 feet to a point of curve to the left with a radius of 320.62 feet, through a central angle of 45 degrees 24 minutes 57 seconds, for an arc distance of 254.14 feet, chord being South 71 degrees 10 minutes 47 seconds East 247.54 feet, North 86 degrees 06 minutes 22 seconds East 1524.26 feet to a concrete monument (marked #4261) marking the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 86 degrees 07 minutes 02 seconds East along said right-of-way boundary 429.93 feet to a concrete monument (marked #4261), thence leaving said right-of-way boundary run South 02 degrees 53 minutes 04 seconds East 2338.51 feet to a concrete monument (marked #4261), thence run South 84 degrees 46 minutes 54 seconds East 568.72 feet to the edge of Crooked River, thence run Southeasterly, Southwesterly and Northwesterly along said river's edge as follows: South 23 degrees 00 minutes 00 seconds East 380.00 feet, South 02 degrees 02

EXHIBIT "A"

62.54 ac. (Con't)

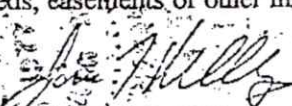
minutes 56 seconds West 427.83 feet, South 73 degrees 00 minutes 00 seconds West 480.00 feet, North 73 degrees 15 minutes 00 seconds West 290.00 feet, thence leaving said river's edge run North 14 degrees 58 minutes 52 seconds West 1662.67 feet to a concrete monument (marked #4261), thence run North 02 degrees 52 minutes 28 seconds West 1588.12 feet to the POINT OF BEGINING containing 38.56 acres more or less.

Lying on and being situate in Section 25, Township 6 South, Range 4 West, Franklin County, Florida.

SUBJECT TO a 30.00 foot wide access easement over and across a portion thereof.

The aggregate of the above (2) two described being 62.54 acres more or less.

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

  
James T. Roddenberry  
Surveyor and Mapper  
Florida Certificate No. 4261

04-230



THIS INSTRUMENT PREPARED BY:  
RACHEL CHESNUT  
P.O. BOX 501  
APALACHICOLA, FL 32329

Inst:0200501752 Date:03/02/2005 Time:13:35  
Doc Stamp-Deed : 1820.00  
*B. Thompson* DC Marcia Johnson, FRANKLIN County B:837 P:46

Property Appraisers Parcel Identification:

## PERSONAL REPRESENTATIVE'S DEED

THIS INDENTURE made the 1<sup>st</sup> day of March, 2005, between SHIRLEY CAUSEY, the duly qualified and acting personal representative of the estate of CLIFFORD HOWARD CAUSEY, deceased, party of the first part, and **AL BYRNE and MARY LYNN MATHRE**, as husband and wife, whose post office address is 1472 Fish Pond Road, Howardsville, VA 24562, party of the second part.

WITNESSETH, that WHEREAS, CLIFFORD HOWARD CAUSEY died testate a resident of Franklin County, Florida, on November 16, 2000, seized and possessed of the real property hereinafter described; and

WHEREAS, an Order Authorizing Sale of Property was entered by the Circuit Court of Franklin County, Florida, Probate Division in Case No. 01-00004 CP granting the party of the first part the right to sell the real property; and

WHEREAS, the party of the first part wishes to distribute said property to the party of the second part pursuant to the terms of the Order Authorizing Sale of Property,

NOW THEREFORE, in consideration of the foregoing and in connection with the distribution of the estate of said decedent, the party of the first part has released to the party of the second part the right to sell or encumber said property, and surrendered possession thereof, and granted, conveyed and confirmed unto the party of the second part, their heirs and assigns forever, all of the interest of said decedent in and to the real property situated in Franklin County, Florida, described as follows:

See Attached Exhibit A.

TOGETHER with all and singular the tenements, hereditaments, and appurtenances belonging to or in any way appertaining to that real property, subject to all restrictions, reservations, and easements of record, if any, and ad valorem taxes for the current year.

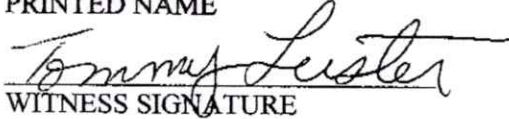
IN WITNESS WHEREOF, the undersigned, as personal representative of the estate of said decedent, has executed this instrument under seal on the date aforesaid.



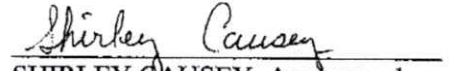
Signed, sealed and delivered  
in the presence of :

  
WITNESS SIGNATURE

Kim L. Johnson  
PRINTED NAME

  
WITNESS SIGNATURE

Tommy Luster  
PRINTED NAME

  
SHIRLEY CAUSEY, As personal  
representative of the Estate of Clifford  
Howard Causey

STATE OF FLORIDA  
COUNTY OF FRANKLIN

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of March,  
2005, by SHIRLEY CAUSEY, personal representative of the Estate of Clifford Howard  
Causey, who is either (☒) personally known to me or (☐) produced  
\_\_\_\_\_ as identification and who did not take an oath.

  
Notary Public State of Florida  
My Commission Expires:

EXHIBIT "A"

Commence at a concrete monument marking the intersection of the South boundary of Section 22, Township 6 South, Range 4 West, Franklin County, Florida with the Easterly right-of-way of State Road No: S-67, and thence run North 10 degrees 24 minutes 28 seconds West along the Easterly right-of-way boundary of said State Road No: S-67 a distance of 1040.43 feet to the centerline of a 60.00 foot roadway known as County Road, thence leaving said Easterly right-of-way run Northeastly along said centerline the following 6 courses: North 54 degrees 19 minutes 06 seconds East 66.84 feet to a point of curve to the left, thence run along said curve with a radius of 450.00 feet through a central angle of 39 degrees 16 minutes 06 seconds for an arc distance of 308.41 feet to a point of tangency, thence run North 33 degrees 30 minutes 52 seconds East 679.81 feet to a point of curve to the right, thence run along said curve with a radius of 687.50 feet through a central angle of 20 degrees 48 minutes 14 seconds for an arc distance of 249.63 feet to a point of tangency, thence run North 72 degrees 46 minutes 57 seconds East 2131.26 feet to a re-rod (found), thence run North 68 degrees 17 minutes 12 seconds East 233.94 feet to a re-rod (found) marking the intersection of said centerline of a 60.00 foot roadway known as County Road with the centerline of a 60.00 foot roadway known as Hickory Hammock Road, thence run South 10 degrees 29 minutes 58 seconds East along said centerline of Hickory Hammock Road 1739.30 feet to a re-rod (found), thence run South 04 degrees 10 minutes 27 seconds East along said centerline 2609.50 feet, thence run South 70 degrees 47 minutes 25 seconds East along said centerline 753.81 feet, thence South 70 degrees 16 minutes 00 seconds East along said centerline 869.06 feet, thence South 70 degrees 54 minutes 29 seconds East 505.61 feet, thence South 70 degrees 05 minutes 08 seconds East along said centerline 704.76 feet, thence South 76 degrees 19 minutes 03 seconds East along said centerline 2825.41 feet, thence run South 48 degrees 28 minutes 18 seconds East along said centerline 436.59 feet, thence leaving said centerline run South 26 degrees 19 minutes 23 seconds West 31.09 feet to the Southwesterly right-of-way boundary of said Hickory Hammock Road and the POINT OF BEGINNING. From said POINT OF BEGINNING thence run South 26 degrees 19 minutes 23 seconds West 1361.00 feet to the river's edge of Crooked River, thence run along said river's edge the following courses and distances: North 38 degrees 35 minutes 37 seconds West 240.00 feet, thence run South 85 degrees 54 minutes 23 seconds West 290.00 feet, thence run South 44 degrees 44 minutes 23 seconds West 350.00 feet, thence run South 18 degrees 29 minutes 23 seconds West 280.00 feet, thence run South 77 degrees 14 minutes 23 seconds West 215.00 feet, thence run North 36 degrees 16 minutes 41 seconds West 287.97 feet, thence run North 26 degrees 50 minutes 00 seconds East 385.00 feet, thence run South 88 degrees 00 minutes 00 seconds East 480.00 feet, thence run North 41 degrees 15 minutes 00 seconds East 260.00 feet, thence run North 06 degrees 15 minutes 00 seconds East 250.00 feet, thence leaving said river's edge run North 76 degrees 10 minutes 00 seconds East 37.67 feet, thence run North 13 degrees 44 minutes 32 seconds East 995.41 feet to the Southerly right-of-way boundary of said Hickory Hammock Road, thence run South 76 degrees 19 minutes 03 seconds East along said right-of-way 314.08 feet, thence run South 48 degrees 28 minutes 18 seconds East along said right-of-way 437.30 feet to the POINT OF BEGINNING containing 23.98 acres, more or less.

SAID LANDS lying and being situate in Section 25, Township 6 South, Range 4 West, Franklin County, Florida.

EXHIBIT "A"

Commence at a concrete monument marking the intersection of the South boundary of Section 22, Township 6 South, Range 4 West, Franklin County, Florida with the Easterly right-of-way of State Road No: 3-67, and thence run North 10 degrees 24 minutes 28 seconds West along the Easterly right-of-way boundary of said State Road No: 3-67 a distance of 1040.43 feet to the centerline of a 60.00 foot roadway known as County Road, thence leaving said Easterly right-of-way run Northeasterly along said centerline the following 6 courses: North 54 degrees 19 minutes 06 seconds East 66.84 feet to a point of curve to the left, thence run along said curve with a radius of 450.00 feet through a central angle of 39 degrees 16 minutes 06 seconds for an arc distance of 308.41 feet to a point of tangency, thence run North 33 degrees 30 minutes 52 seconds East 679.81 feet to a point of curve to the right, thence run along said curve with a radius of 627.50 feet through a central angle of 20 degrees 48 minutes 14 seconds for an arc distance of 249.63 feet to a point of tangency, thence run North 72 degrees 46 minutes 57 seconds East 2131.26 feet to a re-rod (found), thence run North 68 degrees 17 minutes 12 seconds East 233.94 feet to a re-rod (found) marking the intersection of said centerline of a 60.00 foot roadway known as County Road with the centerline of a 60.00 foot roadway known as Hickory Hammock Road, thence run South 10 degrees 29 minutes 53 seconds East along said centerline of Hickory Hammock Road 1739.30 feet to a re-rod (found), thence run South 04 degrees 10 minutes 27 seconds East along said centerline 2609.50 feet, thence run South 70 degrees 47 minutes 25 seconds East along said centerline 753.81 feet, thence South 70 degrees 16 minutes 00 seconds East along said centerline 869.06 feet, thence South 70 degrees 54 minutes 29 seconds East 505.61 feet, thence South 70 degrees 05 minutes 08 seconds East along said centerline 704.76 feet, thence South 76 degrees 19 minutes 03 seconds East along said centerline 2825.41 feet, thence run South 48 degrees 28 minutes 18 seconds East along said centerline 436.59 feet, thence leaving said centerline run South 26 degrees 19 minutes 23 seconds West 31.09 feet to a concrete monument (marked #4261) on the Southerly right-of-way boundary of said Hickory Hammock Road, thence run along said Southerly right-of-way boundary the following three (3) courses and distances: South 48 degrees 28 minutes 18 seconds East 239.57 feet to a concrete monument (marked #4261) marking the point of a curve concave to the Northerly, thence run Southeasterly along the arc of said curve having a radius of 320.62 feet through a central angle of 45 degrees 24 minutes 57 seconds for an arc distance of 254.14 feet, the chord of said arc being South 71 degrees 26 minutes 46 seconds East 247.54 feet to a concrete monument (marked #4261), thence run North 86 degrees 06 minutes 22 seconds East along said Southerly right-of-way boundary 1524.26 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING thence continue North 86 degrees 06 minutes 22 seconds East along said Southerly right-of-way boundary 429.94 feet, thence leaving said Southerly right-of-way boundary run South 02 degrees 54 minutes 08 seconds East 2339.96 feet, thence run South 84 degrees 54 minutes 26 seconds East 567.80 feet to the river's edge of Crooked River, thence run along said river's edge the following courses and distances: South 23 degrees 00 minutes 00 seconds East 380.00 feet, thence run South 02 degrees 02 minutes 56 seconds West 427.83 feet, thence run South 73 degrees 00 minutes 00 seconds West 480.00 feet, thence run North 73 degrees 15 minutes 00 seconds West 290.00 feet, thence leaving said river's edge run North 14 degrees 57 minutes 50 seconds West 1661.33 feet, thence run North 02 degrees 54 minutes 08 seconds West 1589.32 feet to the POINT OF BEGINNING containing 38.54 acres, more or less.

LYING AND BEING situate in Section 25, Township 6 South, Range 4 West, Franklin County, Florida.

SUBJECT TO a 30.00 foot wide access easement over and across a portion thereof.

SAID LANDS above described containing 52.52 acres, more or less, in aggregate.

Further described by survey dated April 13, 2004, by Thurman Roddenberry, surveyor, JOB #04-4261, attached:



# NOTICE OF ZONING CHANGE

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

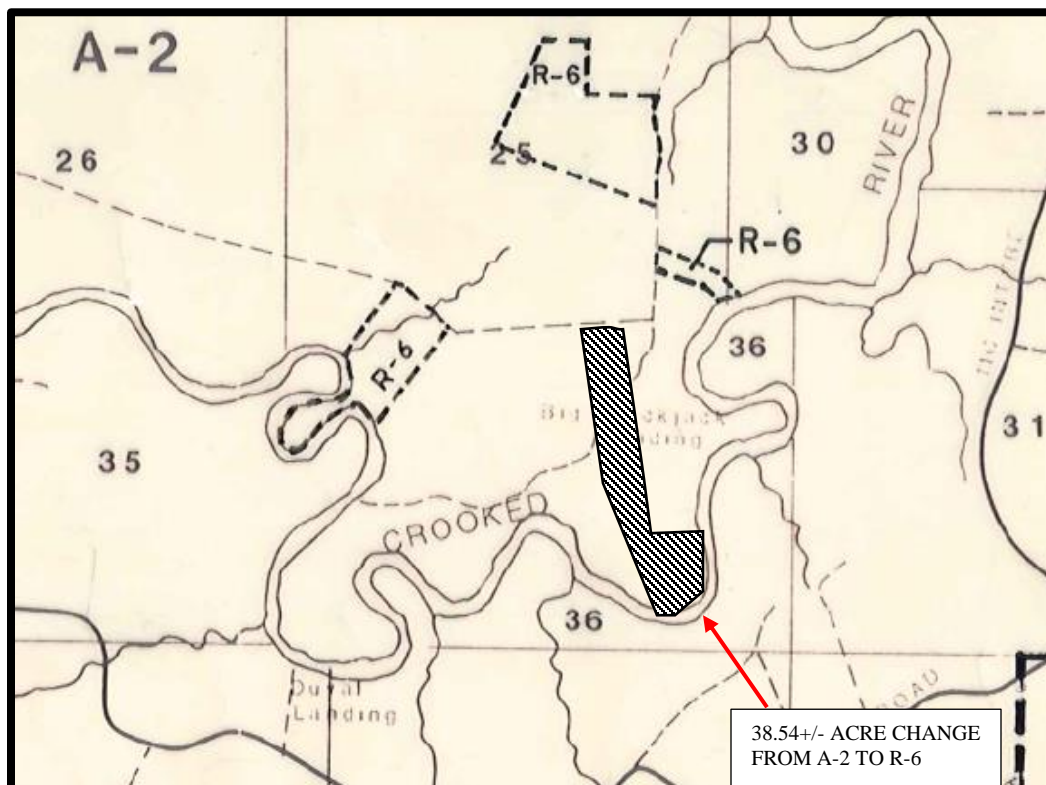
**AN ORDINANCE REZONING 38.54+/- ACRES OF LAND IN SECTION 25, TOWNSHIP 6 SOUTH, RANGE 4 WEST, FROM A-2 FORESTRY AGRICULTURE DISTRICT TO R-6 RURAL RESIDENTIAL DISTRICT.**

A public hearing on the proposed change will be held on Tuesday, October 5<sup>th</sup>, at 10:35 a.m. at the County Commission meeting room in the Franklin County Courthouse Annex, 34 Forbes Street, Apalachicola, Florida. More information can be obtained, and the proposed changes may be inspected at the Franklin County Planning Department, 34 Forbes Street, Suite 1, Apalachicola, Florida 32320 (telephone 850-653-9783).

Effective May 4, 2021, the general public will be allowed in the commission meeting room for meetings. The County Commission encourages the public to continue the use of Zoom. The login information will be provided online by Thursday, September 30, 2021, by downloading the agenda for the October 5<sup>th</sup>, 2021, Board of County Commission Meeting located at [www.franklincountyflorida.com/resources/agendas-minutes/](http://www.franklincountyflorida.com/resources/agendas-minutes/)

Persons wishing to comment may do so in person, by using the virtual meeting feature noted above during the public hearing or in writing to the Franklin County Board of County Commissioners, 33 Market Street, Suite 203, Apalachicola, Florida 32320. Transactions of this public hearing will be recorded. Persons who may wish to appeal any action resulting from this hearing should make the necessary arrangements to ensure that a verbatim record is made, including testimony and evidence, if any, upon which the appeal is to be based. The meeting room is handicap accessible. Those having special needs to attend the meeting may contact Deputy Clerk, Jessica Gay, at 850-653-8861, x-100, at least two business days prior to the public hearing to make arrangements.

Publish Dates: Thursday, September 23, 2021  
Thursday, September 30, 2021



## ATTACHMENT 1

**Grantee's Legal Name** (if registered with the Department of State, ensure that the name provided matches that record):

# Franklin County Board of County Commissioners

**Grantee's Payee:**

Name: Franklin County Board of County Commissioners

Address: 33 Market Street, Suit 203, Apalachicola, Florida 32320

Phone: **850-653-8861 x-100**

Email: [jgay@franklinclerk.com](mailto:jgay@franklinclerk.com)

**Grantee's Contract Manager:**

Name: Mark C. Curenton, County Planner

Address: 34 Forbes Street, Suite 1, Apalachicola, Florida 32320

Phone: 850-653-9783 x-160

Email: markc@franklincountyflorida.com

Federal ID#: 59-6000612

**Amount of anticipated local contribution: \$ 191,000.00**

Has the above amount of your allocated budget toward this project been officially approved by your local government? Yes X No    (if yes, list date of approval) October 5, 2021  
(please attach copy of the approval)

If no, on what date do you expect approval from your local government? \_\_\_\_\_

Official authorized to sign this Award Letter:

Name: Ricky D. Jones

Print Position/Title: Chairman of the Board of County Commissioners

\_\_\_\_\_  
Signature of Designated Official

October 5, 2021

Date \_\_\_\_\_

**Please email a fully completed copy of this letter to:**

Melissa Dembicer, Esq.  
Legislative and Special Projects Coordinator  
Division of State Fire Marshal  
O: (850) 413-3606 / C: (850) 508-7592  
[Melissa.Dembicer@myfloridacfo.com](mailto:Melissa.Dembicer@myfloridacfo.com)

# **RESOLUTION**

## **BOARD OF COUNTY COMMISSIONERS**

### **FRANKLIN COUNTY, FLORIDA**

WHEREAS, the Franklin County Board of County Commissioners has determined that there is a need to provide additional recreational opportunities for the residents of Franklin County by making playground improvements at Lighthouse Park on St. George Island, and

WHEREAS, the Franklin County Board of County Commissioners will apply for a Florida Recreation Development Assistance Program Grant to fund playground improvements at Lighthouse Park on St. George Island, and

WHEREAS, the Capital Improvement Schedule of the Franklin County Comprehensive Plan does not currently identify the development of this recreational facility, and

WHEREAS, the grant application process provides additional points for identifying the proposed development in the Capital Improvements Schedule of its Comprehensive Plan,

NOW, THEREFORE, BE IT RESOLVED BY THE FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS, that the Franklin County Comprehensive Plan's Capital Improvement Schedule will be amended to include playground improvements at Lighthouse Park on St. George Island during this budget year.

This Resolution adopted by the Franklin County Board of County Commissioners this 5<sup>th</sup> day of October, 2021.

THE FRANKLIN COUNTY BOARD  
OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Ricky D. Jones, Chairman

ATTEST:

\_\_\_\_\_  
Michele Maxwell, Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM  
SUPPLEMENTAL AGREEMENT**

525-010-32  
PROGRAM MANAGEMENT  
06/19

Page 1 of \_\_

SUPPLEMENTAL NO.

1

FEDERAL ID NO. (FAIN)

D317-041-B

CONTRACT NO.

G1X75

FEDERAL AWARD DATE

FPN

429854-2-58-01; 429854-2-68-01

RECIPIENT DUNS NO.

04-087-4216

Recipient, Franklin County Board of County Commissioners, desires to supplement the original Agreement entered into and executed on June 15, 2021 as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

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**PROJECT DESCRIPTION**

Name Construction on CR 370 Alligator Drive for a Multi-Use Path - Phase I Length 1.005 Miles

Termini CR 370 Alligator Drive from West of George Vausell Rd to Gulf Shore Blvd

**Description of Work:**

This project is for the construction of the multiuse path on CR 370 Alligator Drive Phase I. The path will begin West of George Vausell Road and continue to Gulf Shore Boulevard for approximately 1.002 miles. Other work to include necessary drainage, improvements and appropriate pavement markings.

**Reason for Supplement and supporting engineering and/or cost analysis:**

The agreement is being increased by \$163,628 to support the cost of Construction and CEI. The low bidder was greater than the amount programmed in the Work Program. The new agreement amount is \$533,401.

## STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

LOCAL AGENCY PROGRAM  
SUPPLEMENTAL AGREEMENT525-010-32  
PROGRAM MANAGEMENT  
08/19

## ADJUSTED EXHIBIT "B" SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: Franklin County Board of County Commissioners  
33 Market Street Suite 203  
Apalachicola, Florida 32320FINANCIAL PROJECT NUMBER: 429854-2-58-01  
429854-2-68-01

Page \_\_ of \_\_

PHASE OF WORK By Fiscal Year	FUNDING					
	(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL LOCAL FUNDS	(5) TOTAL STATE FUNDS	(6) TOTAL FEDERAL FUNDS
<b>Design</b>						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
<b>Total Design Cost</b>	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Right-of-Way</b>						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
<b>Total Right-of-Way Cost</b>	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Construction</b>						
FY: 2021 (Transportation Alternative)	\$323,132.00	\$0.00	\$323,132.00			\$323,132.00
FY: 2022 (Transportation Alternative)		\$156,546.00	\$156,546.00			\$156,546.00
FY: (Insert Program Name)						
<b>Total Construction Cost</b>	\$323,132.00	\$156,546.00	\$479,678.00	\$ 0.00	\$ 0.00	\$479,678.00
<b>Construction Engineering and Inspection (CEI)</b>						
FY: 2021 (Transportation Alternative)	\$46,641.00	\$0.00	\$46,641.00			\$46,641.00
FY: 2022 (Transportation Alternative)		\$7,082.00	\$7,082.00			\$7,082.00
FY: (Insert Program Name)						
<b>Total CEI Cost</b>	\$46,641.00	\$7,082.00	\$53,723.00	\$ 0.00	\$ 0.00	\$53,723.00
<b>(Insert Phase)</b>						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
<b>Total Phase Costs</b>	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>TOTAL COST OF THE PROJECT</b>	\$369,773.00	\$163,628.00	\$533,401.00	\$ 0.00	\$ 0.00	\$533,401.00

## COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Dustin Castells

District Grant Manager Name

Signature

Date



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM  
SUPPLEMENTAL AGREEMENT**

525-010-32  
PROGRAM MANAGEMENT  
08/19

Page \_\_ of \_\_

IN WITNESS WHEREOF, the parties have executed this Agreement on the date last ascribed herein.

RECIPIENT

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

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

By: \_\_\_\_\_  
Name: Tim Smith, P.E.  
Title: Director of Transportation Development  
Date: \_\_\_\_\_

Legal Review:

\_\_\_\_\_

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

THIS AGREEMENT is made effective as of the 1st day of \_\_\_\_\_, 2021, by and between Franklin County, Florida, a political subdivision of the State of Florida, whose address is 33 Market Street, Suite 203, Apalachicola, FL (“County”) and the Apalachee Regional Planning Council, a legislatively created agency, whose address is 2507 Callaway Road, Suite 200, Tallahassee, FL 32303 (“Agency”).

**WITNESSETH:**

**WHEREAS**, the Agency and County are authorized by Florida Statutes 186.505(19) To enter into contracts to provide, at cost, such services related to its responsibilities as may be requested by local governments within the region and which the council finds feasible to perform.; and

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

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

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

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

**Section 1: Authority.**

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

**Section 2: Specific Provisions.**

1. GIS Services. The Agency agrees to assign all planners with GIS expertise necessary to the completion of the tasks outlined in this agreement with the County. The Scope of Work to be provided by the Agency will include:
  - a. Organize and streamline the County’s geo-database of shapefiles, assisting County personnel to identify and where possible, fill information gaps;
  - b. Update the County’s Future Land Use Map (FLUM) to reflect annexations, subdivisions, and FLUM amendments occurring since the last legally executed map was adopted (May 15, 2016);

- c. Generate other Comprehensive Plan maps as the County determines necessary during the Comprehensive Plan update process and beyond;
  - d. Assist County personnel on-site and remotely to generate map products, provide geodatabase maintenance, and solve GIS data needs on an on-demand basis; and,
  - e. Advise the County of necessary GIS software revisions and updates and installation, as necessary.
  - f. Migrate County GIS maps to the ARPC online mapping tool.
2. Compensation. The County shall compensate the Agency for services performed at the hourly rate of \$50 per hour for GIS services and \$50 per hour for housing technical assistance, to be billed in one-quarter (1/4) of an hour increments. The hourly rate shall include all direct and indirect costs, and the Agency shall not be entitled to additional compensation for any costs and expenses incurred in the performance of the services. The Agency shall submit an invoice for services performed each month. The invoice shall clearly detail the number of hours worked per day during the period and a summary of the services performed. Compensation shall not exceed \$10,000.00 annually for GIS services. Payments shall be made within thirty (30) days of submission and approval of an invoice for services. The Agency shall not be entitled to payment for any services performed following termination of the Agreement.

### **Section 3: General Provisions.**

- 1. Disputes. Any and all disputes, including but not limited to those concerning billing and payment, shall be resolved by the County Administrator. All decisions of the County Administrator shall be final.
- 2. Compliance with Applicable Law. The parties will comply with all applicable local, state, and federal laws in their performance of this Agreement.
- 3. Effective Date. This Agreement shall be filed in the office of the Clerk of Court of Franklin County and shall be effective as of \_\_\_\_\_, 2021.
- 4. Execution. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one in the same instrument.
- 5. Expiration. This Agreement shall expire on September 30, 2023, with an option for the County to extend for one-year on the same terms and conditions unless terminated earlier as set forth herein or extended by written agreement of the parties.
- 6. Termination. Either party may terminate this Agreement without cause by providing 30 days' written notice of intent to terminate. In the event of termination, the County shall pay all amounts due for services performed during the term of the Agreement.

7. Property of County. All works commenced in connection with this Agreement, including but not limited to, all intellectual property, writings, drawings, graphics, and computer files, as well as all data collected and summaries and charts derived therefrom (collectively, “Works”), shall be works made for hire and shall become the property of the County in their native and executable format immediately upon commencement without restriction or limitation on their use and will be made available to the County at any time during the performance of the Agreement and upon completion or termination of this Agreement. Upon delivery to the County, the County will become the custodian of the Works. The County shall have the ability to copyright or trademark any Works, and the Agency shall not copyright or trademark any Works in favor of the Agency.
8. Amendment. This Agreement shall not be amended or extended except in writing signed by both parties.
9. Appropriation; Subject to Available Funds. Any amounts due under this Agreement shall be subject to the amounts budgeted by the County as amounts available for expenditure for the continued performance of this Agreement, and the County shall not be liable for any amounts which are not included in the adopted budget for any fiscal year. Nothing herein will prevent the County from entering into the Agreement prior to the adoption of a budget for any fiscal year or for a term exceeding one year, but the Agreement shall be executory only for any amounts which are not included in an adopted budget. The County’s disbursement of funds which were not budgeted or otherwise available for disbursement shall not constitute a waiver of the County’s rights hereunder and shall not make the County liable for any further payment.
10. Choice of Law, Venue, and Severability. This Agreement shall be construed and interpreted in accordance with Florida law. Venue for any action brought in relation to this Agreement shall be in a court of competent jurisdiction in Franklin County, Florida. If any provision of this Agreement shall be held or deemed to be illegal, inoperative or unenforceable for any reason, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.
11. No Assignment. This Agreement is not assignable.
12. Records. For the services performed under this Agreement, the Agency shall maintain books, records, documents, and other evidence according to generally accepted governmental accounting principles, procedures, and practices which sufficiently and properly reflect all costs and expenditures of any nature, incurred by the Agency in connection with the services performed under this Agreement.

**IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY’S DUTY TO PROVIDE PUBLIC RECORDS**

**RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE FRANKLIN COUNTY CLERK OF COURTS, 33 MARKET STREET, SUITE 203, APALACHICOLA, FL 32320, (850) 653-8861, [lhines@franklinkclerk.com](mailto:lhines@franklinkclerk.com).**

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

- a. Keep and maintain public records required by the Agency to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Agency does not transfer the records to the County.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Agency or keep and maintain public records required by the Agency to perform the service. If the Agency transfers all public records to the County upon completion of the contract, the Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Agency keeps and maintains public records upon completion of the contract, the Agency shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the County, upon the request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

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

13. No Third Party Beneficiary. This Agreement is solely for the benefit of the County and the Agency, and no right or cause of action shall accrue upon or by reason hereof, or for the benefit of any third party. Nothing in this Agreement, either express or implied, is intended or shall be construed to confer upon or give any person or entity, other than the parties hereto, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions hereof.
14. Contractual Relationship. The relationship between the County and the Agency is such that the Agency shall be an independent contractor for all purposes. Neither the Agency nor any agent or employee thereof shall be an agent or employee of the County for any reason. Nothing in this agreement shall be deemed to create a partnership or joint venture between the Agency and the County, or between the County and any other party, or cause the County to be liable or responsible in any way for the actions, omissions, liabilities, debts, or obligations of the Agency or any other person or entity.
15. Agency Employees. The Agency employees providing the services described herein shall be employees of the Agency and the Agency shall be responsible for the payment of wages and other compensation due to said persons in compliance with all applicable federal, state, and other payroll requirements. The Agency shall provide workers compensation, tax withholding, and other benefits as may be appropriate. Agency employees that provide services specified herein shall not be eligible to participate in any benefits or retirement plan of the County. The Agency shall maintain for the duration of the Agreement insurance to protect against all claims for injuries to persons or damages to property which may arise from or in connection with the performance of this Agreement by the Agency, his agents, representatives, and employees.
16. Liability; Indemnification; Hold Harmless. The Agency expressly recognizes and agrees that it is solely responsible for the actions and omissions of its employees in the performance of this Agreement, and the County shall have no liability or responsibility for any damages or injury that result from or are related to any failure or deficiency in the actions or omissions of the Agency's employees at any time during the term of this Agreement or thereafter. The Agency shall be liable for all damages caused by or resulting from the breach of this Agreement by the Agency or due to any negligent or willful act or occurrence of omission or commission of the Agency, its delegates, agents or employees, related to the performance of this Agreement. To the greatest extent permitted by law, the Agency shall indemnify and hold harmless the County, its officers, employees, attorneys, and agents from and against all liabilities, damages, losses, costs (including, but not limited to, reasonable attorneys' fees, whether or not there is litigation, and including those incurred on appeal), and actions or causes of action of any nature whatsoever that may at any time be made or brought by anyone for the purpose of bringing or enforcing a claim due to an injury or damage allegedly resulting from any negligent or willful act or occurrence of omission or commission of the Agency, its delegates, agents or employees, related to the performance of this Agreement. The County's responsibility under this Agreement is limited solely to the

payment of funds as set forth herein. The indemnity obligations of the Agency under this Agreement shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement. By entering into this Agreement, neither party intends and in no way waives any sovereign immunity rights that it possesses.

17. Entire Agreement. The parties agree and acknowledge that: (a) this Agreement constitutes a total and complete integration of the entire understanding and agreement between the parties; (b) there are no representations, warranties, understandings or agreements between the parties other than those specifically set forth in writing in this Agreement; (c) in entering into this Agreement, none of the parties has relied on any representation, warranty, understanding, agreement, promise or condition not specifically set forth in writing in this Agreement; and (d) except as expressly provided in this Agreement all prior and/or contemporaneous discussions, negotiations, agreements and writings have been and are terminated and superseded by this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be effective as of, though not necessarily executed on, \_\_\_\_\_, 2021, the Effective Date.

ATTEST:

**APALACHEE REGIONAL PLANNING  
COUNCIL**

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

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

CHRIS RIETOW  
Executive Director

ATTEST:

**FRANKLIN COUNTY, FLORIDA**

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

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

RICKY D. JONES  
Chairperson, Franklin County Board of County  
Commissioners

**Franklin County  
Board of County Commissioners  
Task Order**

**Scope of Work:**

The Management Experts (TME), LLC will work with selected personnel to assist in developing legislative requests for Franklin County.

**Tasks:**

- Provide technical assistance.
- Prepare correspondence to & from State/County, as necessary
- Assist personnel in ensuring that all legislative requests contain details on selected projects identified by the Board of County Commissioners

**Payment Schedule:**

Franklin County agrees to compensate The Management Experts (TME), LLC for all services performed by TME, LLC to implement the above listed activities for the Franklin County.

In accordance with the rate sheet within the contract, the fee of \$90.00 per hour will be charged.

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

The Management Experts, LLC

\_\_\_\_\_  
Traci Buzbee, CEO  
43-2116394

Franklin County Representative

\_\_\_\_\_

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