



Board of County Commissioners - Regular Meeting

Tuesday, October 19, 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/82318060571> 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 1806 0571#). All attendees are muted by default.

If you would like to speak during the meeting in-person or via Zoom, you are required to complete the virtual speaker card

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

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

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

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

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

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

1. Call to Order

2. Prayer and Pledge

3. Approval of Minutes

FCBCC Regular Meeting 10/5/2021

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.

6. Awards and Recognitions

a. EMS Award - DOH EMS Provider of the Year - David Walker, CEO

b. TDC Award - 2021 Henry Award - John Solomon, Administrator

Constitutional Officers

7. Clerk of Courts - Michele Maxwell - Report

Department Directors Reports

8. Superintendent of Roads and Bridges - Howard Nabors

Informational Item:

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

9. Solid Waste Director - Fonda Davis

Informational Item:

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

10. Emergency Management Director - Pam Brownell

Informational Items:

a. 10/13/21 EOC Staff met with State FDEM Director Kevin Guthrie.

b. 10/13/21 Completed the IPAWS required monthly test.

c. 10/18-10/19/21 Jennifer Daniels will be attending the G-235 Emergency Planning

Course in Walton County.

d. EOC Staff are working on completing quarterly reports for our EMPA, EMPG, and EMPG ARPA.

e. EOC staff continue to update plans and contracts for Franklin County.

f. 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

11. Extension Office Director – Erik Lovestrand
Informational Items

General Extension Activities:

a. During this period, the Extension office assisted citizens on topics of reptile ID, weed and plant disease issues, soil samples, and more.

b. Extension Director participated in the NW District fall faculty meeting via Zoom to coordinate Extension activities/responsibilities with faculty from across our 16-county District.

c. Extension Director participated in two calls with the Apalachicola Caucus of the ACF Stakeholders group.

d. Extension Director and Office Manager participated in a UF training regarding fiscal responsibility for fund managers.

e. UF is again conducting the annual Peanut Butter Challenge to collect peanut butter that is then donated to food shelters around the region.

Sea Grant Extension:

f. The volunteer Scallop Sitter project continues in Franklin, Bay and Gulf Counties, along with the Hurricane Michael marine debris grant. Contractors expect to be on-site in Franklin County in October to begin removing all of the vessels that were identified for removal and cleared by FWC to be taken, with owner's permission.

g. Extension Director participated in a webinar focused on living shoreline design features and efforts to construct them without using plastic mesh bags to contain the oyster shell that is typically used.

h. Extension Director participated in a listening session hosted by a consulting group that is working on developing guidelines for an insurance program for oyster farmers who experience crop losses.

i. Extension Director participated in the Community Advisory Board meeting for the Apalachicola Bay System Initiative.

4-H Youth Development:

j. Nothing new to report this week.

Family and Consumer Sciences:

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

Agriculture/Home Horticulture:

l. Extension Director coordinated a marine touch tank exhibit to be set up as part of the UF/IFAS Extension exhibits at the Sunbelt Ag Expo in October and at the North Florida Fair in November. Tens of thousands of people attend these two events annually.

m. Two new, small raised bed boxes were installed on the front lawn of the Extension office, compliments of our Franklin County Master Gardeners.

Other Reports

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.

No update.

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) Action item: Commissioners--the FDOT is requesting updating contact information concerning the airport—no matter how temporary.

“The Florida Department of Transportation (FDOT) still requires updated contact information for Apalachicola Regional-Cleve Randolph Field (AAF). I understand that a replacement airport manager may not have been named yet, but we still need to have someone listed in the interim. This role is especially important as they are the person to update the status of the airport to the State Emergency Operations Center (SEOC) during natural disasters. Additionally, our database still shows William Massey as the point of contact for the sponsor of the airport (Franklin County).When able can the County provide updated contact information for these two roles at the airport?

Thanks in advance for your help.

David P. Smith, ACE, CPM

Airport Inspection and Safety Manager

Aviation Operations

Aviation Office

Florida Department of Transportation

605 Suwannee Street, MS 46

Tallahassee, FL 32399-0450

E-Mail: DavidP.Smith@dot.state.fl.us

Office Phone: 850-414-4515

Office Fax: 850-414-4508”

e)

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

We have a \$600,000 FAA pre-application to be signed—toward this 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. Have not heard back.

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

Delivery of PAPI's are due 10/19/21—walk-through to follow their installation.

i) FYI: 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)

Have been in communication with Howard—at the moment crew is very busy catching up and still recuperating from COVID—and there's Red Tide.

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.

l) 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

EOC electric service.

EOC leaking roof

Sewer stations/system

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

Update contact information to FDOT, FAA, etc.

Apron rehabilitation project.

FBO hangar ventilation ceiling fans.

FBO hangar floor (original WWII).

Jingoli Power lease.

Issue NOTAMS as needed.

m) Questions? /discussion?

a. Franklin County Emergency Medical Service: Franklin County Emergency Medical Service (FCEMS) is seeking the approval to schedule the purchase of an ambulance with base equipment once per year. Currently, we have three primary trucks on the road averaging 60,000 miles per year. This schedule will streamline financial planning and FCEMS ambulance operations. The schedule will be initiated with the purchase of a Ford F350 Diesel with additional medical equipment included. The total price of this purchase is \$305,530.15. The estimated delivery will be 6 to 9 months from the date of order. Upon completion of vehicle registration, EMS plans to retire the 2016 Chevrolet which currently has 216,000 miles.

Motion to approve the yearly purchase of an ambulance with based equipment for Franklin County Emergency Medical Service, starting with the purchase of a Ford F350 Diesel, including medical equipment for the total purchase price of \$305,530.15.

b. The Weems Board of Directors has recommended Mrs. Delores Croom to fill the vacant At-Large Hospital Board seat. Mrs. Croom is a long time resident of Franklin County and lives in Apalachicola.

Board action to appoint Mrs. Delores Croom to the At-Large Hospital Board seat.

Public Hearings 10:30 a.m. (ET)

14. Private Property Rights 10:30 a.m. (ET)

PRIVATE PROPERTY RIGHTS

PROPOSED AMENDMENT TO THE FRANKLIN COUNTY COMPREHENSIVE PLAN
REQUIRED BY CHAPTER 163.3177(6)(i), FLORIDA STATUTES

A public hearing on the proposed amendment will be held on Tuesday, October 19, 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).

15. Land Use Change 5.9 +/- Acre Parcel 10:30 a.m. (ET)

AN ORDINANCE AMENDING THE FRANKLIN COUNTY COMPREHENSIVE PLAN TO CHANGE THE PERMITTED USE OF A 5.9 +/- ACRE PARCEL OF LAND IN SECTION 36, TOWNSHIP 8 SOUTH, RANGE 7 WEST, FROM COMMERCIAL TO RESIDENTIAL.

16. Zoning Change Request 5.9 +/- Acres 10:35 a.m. (ET)

AN ORDINANCE REZONING 5.9 +/- ACRES OF LAND IN SECTION 36, TOWNSHIP 8 SOUTH, RANGE 7 WEST, FROM C-2 COMMERCIAL BUSINESS DISTRICT TO R-7 MULTI-FAMILY HIGH DENSITY DISTRICT.

17. Critical Shoreline Applications

a. 39 Carousel Terrace

Consideration of a request to construct two dock additions to an existing dock: 108 square foot dock, a 160 square foot terminal platform, a 30 square foot staircase, and one 18 square foot jet ski lift. Property is described as Unit, 1 Lot 1, 39 Carousel Terrace, Alligator Point, Franklin County, Florida. Request submitted by Gene Strickland, agent for William Hackney, applicant. State Exemption has been received. Application will be contingent upon Federal Permit or Exemption.

Board recommended approval contingent upon Federal Permit or Exemption

BOARD ACTION: Approve, Table, or Deny

b. 19 Carousel Terrace

Consideration of a request to construct a 6'x30' single family dock with a 12'x24' Slip with Lift, a 102 Linear Foot retaining seawall, and a floating turbidity barrier. Property is described as Lot 9, Holiday Beach, 19 Carousel Terrace, Alligator Point, Franklin County, Florida. Request submitted by Docks 4 Less, agent for Ryan Lawson, applicant. State Exemption has been received. Application will be contingent upon Federal Permit or Exemption.

Board recommended approval contingent upon Federal permit or exemption and contingent upon revised site plan with dock meeting the 25 ft setback requirement

BOARD ACTION: Approve, Table, or Deny

18. Preliminary Plat Applications

a. Miller's Landing

Consideration of a request for Preliminary Sketch Plat approval of a 2.01 acre parcel of land lying in Section 12, Township 7 South, Range 4 West, Lanark Village, Franklin County, Florida. The subdivision will be named "Miller's Landing" and will consist of 6 Lots meeting the minimum requirement of 14,000 sq feet each for R-1A Zoning. Request submitted by Melinda Carroll and Vicki Williams, applicants.

Board recommended approval

BOARD ACTION: Approve, Table, or Deny

19. Zoning Administrator Report

FLORIDA RECREATIONAL DEVELOPMENT ASSISTANCE PROGRAM (FRDAP):

1. SGI PLAYGROUND IMPROVEMENTS AT LIGHTHOUSE PARK

- Inclusive Playground with Surfacing and Shade, \$200,000 Grant Application

In recent years the county has replaced existing restrooms with an enlarged, code-compliant facility; replaced picnic tables and benches; and added mobi-mats from the east side parking lot to the beach. The proposed playground improvements will lie southeast of the lighthouse and will be located landward of the coastal construction

control line. The improvements will be designed specific to our area by including play equipment representing some of the area's popular native species, such as sea turtles and dolphin. Signage will educate the public on coastal ecosystems and include a rip tide warning system. Surfacing will provide a cool, pest free surface for children. Shade will protect against dangerous U-V rays while cooling the ambient temperature. Nearby seating will enable caregivers to remain close to children at play.

The existing deteriorated playground sits seaward of the coastal construction control line and has served the area for years with minimal play equipment, no surfacing beyond natural sand and native grass, no shade, and no nearby seating for adults. The area is currently not accessible for wheelchairs or carriages and contains no inclusive equipment. The county will remove and demolish the existing playground equipment should the new playground be funded.

It is important to Franklin County to provide facilities that are inclusive for all ages and physical abilities of park users. Inclusive recreational facilities encourage physical activity and provide access to a healthy outdoor lifestyle for residents and visitors alike.

Requesting comments, input and recommendation to move forward from Planning Members

1. VROOMAN PARK BALLFIELD IMPROVEMENTS

- Renovation of two primary baseball fields (including drainage improvements for those fields and replacement of all fencing), the addition of an accessibility enhanced sidewalk connecting the parking area to the concession area and dugouts, and renovation of batting cage, \$200,000 Grant Application

Vrooman Park is a popular sports facility in Eastpoint. The sports complex offers three lighted baseball fields, one T-ball field, a concession stand, dugouts, restrooms, basketball court, walking path and a playground.

Over five years ago, the county received a \$50,000 FRDAP grant to add the T-ball field, and improve the playground and pavilion. The park fields are difficult to play on at this time due to the fields staying wet caused by improper drainage. The county's engineer has recommended that the two primary fields be elevated by about 6" which would entail a substantial amount of fill, sod, and clay, replacement of the irrigation system for the two fields, replacement of the perimeter fencing with drainage improvements (whether swales or French drains) along the exterior perimeter between the fencing and the path around the park and access path to the dugouts and concession area.

Renovation of the batting cage and dugouts are also included with this grant application as the concrete block structures are at the end of useful life and in need a full roof replacement.

A facility enhancement that is badly needed at this location is a 6' access sidewalk for those with mobility impairments to be able to access the park facilities, restrooms are at the back of the Concession Building and the bleachers between the fields are inaccessible by wheelchair or carriage.

The county has applied for a FRDAP grant to assist in remediation of the issues mentioned above – the park is a core component of the county's recreational sports facilities and the field and accessibility improvements will continue to aid in getting children and families outdoors and to remain physically active.

County Staff & Attorney Reports

20. Fiscal Manager/Grants Coordinator - Erin Griffith

a. BOARD ACTION: Resolution accepting Supplemental Agreement LAP CR370 Alligator Drive Multi-Use Path Project

At your last meeting, the Board approved and authorized the chairman to sign the supplemental grant award 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 formal acceptance process also required that the Board adopt a resolution to reflect the new total grant awards of \$533,401.

Board action to adopt the attached resolution accepting the supplemental agreement and authorizing the chairman to sign.

b. BOARD ACTION: LAP CR370 Alligator Drive Multi-Use Path Project Notice of Award CEI – AECOM

At the June 1st meeting, the Board authorized staff to proceed with negotiations with AECOM Technical Services the top ranked firm during the RFQ process for construction, engineering and inspection services. Now that this project is fully-funded, the Board can proceed with issuing a notice of award.

Board action to accept the cost estimate and authorize the chairman to sign the attached notice of award to AECOM Technical Services, Inc.

c. BOARD ACTION: LAP CR370 Alligator Drive Notice of Award Construction – Pigott

At the August 24th meeting, the Board opened bids for the construction portion of the LAP CR370 Alligator Drive Multi-Use Path Project. Pigott Asphalt and Sitework, LLC was the lowest, responsive bidder for the project at \$479,678. Now that this project is fully-funded, the Board can proceed with issuing a notice of award.

Board action to approve and authorize the chairman to sign the attached notice of award to Pigott Asphalt and Sitework, LLC.

d. BOARD ACTION: Design Contracts CR67 Projects – Dewberry

At the September 21, 2021 meeting, the Board authorized staff to negotiate with county engineer Dewberry and Associates to provide design services for the two CR67 Small County Road Assistance Projects (SCRAP) through the Florida Department of

Transportation. The attached proposal for phase II is for the design of the road section from the Crooked River Bridge to State Forest Road 166 for \$153,610. The attached proposal for phase III is for the design from State Forest Road 166 to State Forest Road 172 for \$142,069.

Board action to approve the attached proposals and authorize the chairman to sign the agreements.

e. BOARD ACTION: Authorization to advertise for construction bids CR30A Widening and Resurfacing Project

The Small County Outreach Program's (SCOP) CR30A 5.3 mile widening and resurfacing project from US Highway 98 to the entrance of 13 Mile Oyster House is now ready to proceed with advertising for bids. The project will include restriping, shoulder stabilization, culvert extensions and 5' paved shoulders on the side of the road.

Board action to authorize advertising for bids for the CR30A widening and resurfacing project.

f. BOARD ACTION: Authorize purchase of ADA Voting Equipment for Supervisor of Elections

As part of the Franklin County Budget process, the Supervisor of Election included a request for ADA voting equipment as an urgent need within one year on the capital improvements schedule for her office. The ADA compliant equipment must be in place in 2022. In the Supervisor's budget allocation, only the operating expense relative to the ADA equipment was included. As this was a large capital outlay item, it is best for the Board to purchase this equipment outright from the capital outlay fund in lieu of increasing the annual budget allocation to the Supervisor's Office for the equipment.

Board action to approve the payment of the attached sales agreement for ADA accessible voting equipment from sole source provider Elections Systems Software from the Capital Outlay Fund.

21. County Coordinator - Michael Morón

Action Items

a. Airport Grants: Below are three Florida Department of Transportation's (FDOT) Public Transportation Grant Agreements (PTGA) based on the Board's directive to Mr. John Collins of AVCON. The Board's request was to divide available grant funding between a stormwater and drainage improvement project, an obstruction removal project, and the replacement of the airfield vault backup generator at the Airport. The fourth item is the Federal Aviation Administration (FAA) notification of available funding for the apron rehabilitation project.

i. The first FDOT PTGA is a \$750,000 stormwater and drainage improvement project at the Airport. This project will address underground water infiltration which is compromising the pavement around the inlets to stop continued damage to the concrete apron, water infiltration which is creating voids in the infield, and stormwater runoff that is flowing from the north side of the airport onto private property.

Board action to authorize the Chairman's signature on the \$750,000 PTGA for stormwater and drainage improvement at the Airport.

ii. The second \$150,000 Public Transportation Grant Agreement is for obstruction removal at the Airport. As described in the attached map, obstruction (trees) will be removed from Runway Protection Zones (RPZ) and Runway Visibility Zones (RVZ) to maintain the 20:1 approach slopes, to enhance safety at the airport, and meet FDOT licensing requirements.

Board action to authorize the Chairman's signature on the \$150,000 PTGA for obstruction removal at the Airport.

iii. The third Public Transportation Grant Agreement, for \$100,000, is to design and replace the airfield vault backup generator. The existing airfield vault generator is beyond its useful life and in need of replacement. This generator is critical to keeping the airfield lights operational during periods of power outages such as hurricanes.

Board action to authorize the Chairman's signature on the \$100,000 PTGA for design and replacement of the airfield vault backup generator.

iv. Last week, FAA notified Mr. John Collins (AVCON) that they have \$600,000 they would like to add to the current FDOT funding for the Apron Rehabilitation Project. FDOT has already provided \$1,379,711 for this project, however this will only address 1/3rd of the needed apron rehabilitation. The formal application will be submitted in April 2022.

Board action to authorize the Chairman's signature on the FAA's \$600,000 pre-application for the Apron Rehabilitation Project.

b. Legislative Funding Requests: Recently, the Board discussed submitting a legislative funding request for construction of a new Emergency Operation Center for this legislative session. At your last meeting, Michael informed the Board that Senator Ausley recently visited Weems and indicated support for a new facility at Weems. Based on a discussion with Mr. David Walker (Weems CEO), Michael was able to confirm that Senator Ausley would support a legislative funding request. Knowing that, Michael requested that Mrs. Traci Buzbee start the process of creating two applications for legislative funding, the first would be a \$2.5 million request for a new Emergency Operation Center and the other would be a \$7 million request for a new facility at Weems. The applications are due to Senator Ausley and Representative Shoaf's offices by November 1st. If the Board has additional funding request, Mrs. Buzbee would need some direction today, so that the application could be prepared and submitted prior to the November 1st deadline. Franklin County's Legislative Delegation meeting is scheduled for Wednesday, November 10 at 5:00 pm here in your meeting room.

Board action to authorize Mrs. Traci Buzbee to prepare and submit legislative funding requests for \$2.5 million for a new Emergency Operation Center, \$7 million for a new facility at Weems, and any other requests the Board may decide on this morning.

c. FWC Executive Order: Attached is an FWC Executive Order sent to Michael from FWC's Northwest Regional Director, Mr. Billy Sermon. This EO is intended to assist the County if additional cleanup measures are needed. It also temporarily suspends bag and size limits, season and area closures, and selected methods of take for certain species of dead marine organisms.

Board discussion and possible direction.

Informational Items

d. TDC Report: From John Solomon "The July 2021 collections were \$551,473.69 This is the first month of the 3% collections rate. The previous year's collections were \$253,488.28." The report is attached to my report.

e. Mikel Clark's Letter: Mr. Mikel Clark sent a letter thanking the Board and other County agencies for what was done to help and assist a family member involved in an accident in the County.

f. Forestry Annual Report: Attached, for your review, is Florida Forest Service's Annual Report to the Board of County Commissioners.

22. County Attorney - Michael Shuler

Commissioners' Comments & Adjournment

23. Commissioners' Comments

24. 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.

Contact: Michael Moron, County Coordinator (michael@franklincountyflorida.com (850) 653-9783 x 155) | Agenda published on 10/15/2021 at 10:59 AM

**FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING
COURTHOUSE ANNEX, COMMISSION MEETING ROOM
OCTOBER 5, 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 9:09 a.m.

2. Prayer and Pledge

Chairman Jones led the Board in prayer followed by the pledge of allegiance.

3. Approval of Minutes

On a motion by Commissioner Lockley, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, the Board approved the minutes from the FCBCC Regular Meeting 9/21/202, Budget Hearing 9/21/2021 and Special Meeting 9/30/2021. Motion carried 5-0.

4. Payment of County Bills

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

Commissioner Lockley inquired about the payment to the Florida Association of Counties. Mrs. Griffith explained to the Board that this was for the first installment of insurance premiums (workers compensation, liability, and auto insurance).

5. Public Comments

Mr. Bruce Graham spoke to the Board about the presence of Red Tide on St. George Island and its effects. Mr. Graham expressed his thoughts on the lack of information to the public. Mr. Graham also expressed his concerns on the search for an airport manager.

Chairman Jones noted that the information must be received from FWC before the county can put it out. The county does not have a way to test. Commissioner Lockley said he had read where there are test kits available to counties. Mr. Moron said that Ms. Sara Quaranta from the health department was online and once she gives an update, we can see what direction that the Board would like to go in.

Ms. Debi Jay Jordan spoke to the Board regarding the status of the St. James Lanark fire department. Ms. Jordan expressed her concerns with the fire department and its management.

Mr. Steve Kirshenbaum spoke regarding the committee to select the qualifications for the airport manager. Mr. Kirshenbaum expressed his opinion that the committee should be comprised of individuals with knowledge of the airport and suggested Commissioner Boldt should have been appointed to the committee.

Ms. Sara Quaranta spoke to the Board regarding the presence of Red Tide. She explained to the Board that any alerts or information would come from the health department in connection with the FWC. She said that they are aware that adjacent counties have had samples come back positive. FWC shows high concentration offshore, and we are currently waiting for results from the samples done on Monday. Once the results are available, the health department will put out an alert. The public can contact the health department with any questions at 850-653-2111.

Chairman Jones asked Ms. Quaranta if the test kits that the FWC had mentioned were available to counties would be done in conjunction with the health department. Ms. Quaranta said that she would follow up with FWC to see what test kits they were referring to in their email. Commissioner Boldt asked if the flag system on the beach could be used to alert of red tide. Chairman Jones said that the flag system is tied to NOAA, and we can't change that. Mrs. Brownell said that she could put information out on the kiosks and signs once she had received from the health department or FWC. Ms. Quaranta said that they normally put out information via social media and they also have signage available that can be placed at the beach access points. Ms. Quaranta said that she has signs with the QR code for FWC's website where visitors can view the latest testing results. Commissioner Lockley inquired about the safety of eating fish from the contaminated waters. Ms. Quaranta said that she will circle back with the state on harvesting and eating fish from areas that are contaminated.

Constitutional Officers

6. Clerk of Courts – Michele Maxwell – Report

Clerk Maxwell had nothing to report to the Board.

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)

Mr. Nabors noted that he has received several complaints about roads on St. George Island under water and he is trying to take care of it. Chairman Jones said that the constant rain is not helping. Mr. Nabors said some of the owners did not want the roads built up too high because they don't want the water in their yards. Commissioner Ward said that she had some concerns regarding Timber Island Road. She said that people are parking their boat trailers which is causing an issue for parking at the restaurant and for other boats using the boat ramp. Commissioner Ward asked Mr. Nabors to investigate putting up signs for no boat trailer parking.

8. Solid Waste Director – Fonda Davis

Informational Item:

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

Commissioner Boldt asked if the Board could start looking at a plan for expanding the landfill. Mr. Moron said that it is already being discussed. **Commissioner Boldt made a motion to actively research the expansion of the waste management and to provide input to the board. Commissioner Lockley seconded the motion. Motion carried 5-0.**

Mr. Moron prepared the Board for some hard discussion in the future regarding funding, options and permitting for the landfill expansion.

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

Commissioner Boldt spoke regarding the location of the new EOC and asked if the Board should reconsider building it up Hwy 65. He suggested having a satellite facility at the airport. Mrs. Brownell said that the Board does not have the money to build a self-sufficient building up Hwy 65. Mr. Moron said that we don't own the property on Hwy 65 and the school board deferred the discussion because they want to speak with us to answer some questions. Mr. Moron also reiterated what Mrs. Brownell said, that the cost to build a self-sufficient building would cost more than we have. Mr. Moron said he will do what the Board directs him to but the last direction the Board chose to go with the location at the airport. He said that the design of the building depends on the location. Attorney Shuler asked Mr. Moron if the school board had been informed that the Board is considering an EOC on the property rather than workforce housing. Mr. Moron said the school board is under the impression that this is for workforce housing. Attorney Shuler asked Mr. Moron what impact he was expecting the option of a new EOC on the location to have on the school board's decision. Mr. Moron said he was not sure. He said that even though there is around 26 acres a lot of it is wetlands. He does not feel that there would be room for a new EOC and workforce housing on the property. Commissioner Boldt said that he thought the school board originally gave the property to the Board for a library in Carrabelle. Chairman Jones said that he isn't sure that is exactly the case. Commissioner Boldt said that he will leave this as a discussion item but that it was something he would like the Board to consider. Mr. Moron said he will proceed with planning for the new location at the airport until further direction from the Board.

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.

Commissioner Ward asked Ms. Roundtree to elaborate on the details of the grant. Ms. Roundtree stated that this was an annual grant received from the state for funding the library.

On a motion by Commissioner Ward, seconded by Commissioner Parrish, and by a unanimous vote of the Board present, the Board approved the 2021-2022 State Aid to Libraries Grant Agreement. Motion carried 5-0.

Informational 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 Page 3 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!

Mr. Moron presented Item B from his report at this time.

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.

Chairman Jones explained that the County had a program several years ago that nothing was done, so the funds were given back to the Board. He explained that the Board could apply for a grant using the \$300k as a match and possibly turn it into \$1.5 million in funds available. The funds would be available throughout the region and not for Franklin County only. The original \$300k would be exclusively for Franklin County. Mr. Moron said that to apply for the loan funds program you must be turned down by a bank and it must be something that wouldn't be funded by a traditional loan. The \$300k will remain within Franklin County but if it is increased it will be available to other counties, but Franklin County can still receive a portion of the increased funds. Commissioner Lockley expressed his concerns about expanding our workforce. Chairman Jones said that things must work concurrent. If we are training people and don't have anywhere for them to work, they are going to leave. Mr. Moron asked if some of the funds could be used for a training program. Ms. Caroline said that the funds can be used for all sorts of things, so if it is a legitimate business that wanted to use the funds for training it should be okay. Ms. Caroline said that they are currently working on a word force development program that will be regional.

On a motion by Commissioner Ward, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, the Board authorized ARPC to restart and administer the Revolving Loan Funds Program with the \$300,000 currently in that account. Motion carried 5-0.

On a motion by Commissioner Ward, seconded by Commissioner Boldt 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. Commissioner Lockley asked if the \$300k was guaranteed to go to Franklin County. Chairman Jones confirmed that it is and that as the grants are paid back, the funds can be paid out again. Chairman Jones noted that there haven't been any loan payments that have not been paid. **Motion carried 5-0.**

On a motion by Commissioner Ward, seconded by Commissioner Boldt 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. Motion carried 5-0.

Other Reports

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.

Mr. Moron noted that all three agreements were signed, and they will be presented to the Board at the next meeting.

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 currently.

k) FYI Addressed last meeting--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. In response of my enquiring of FDOT about possible hangar grant funds--I quote email from Quinton Williams (FDOT) to Ted 9/08/2021: Page 5 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 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.

l) 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 more than 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.

m) Questions? /Discussion?

Commissioner Boldt asked if the Board needed to approve the road department working on equipment at the airport that needs repair. Chairman Jones said that no vote is needed and asked Mr. Mosteller to get in touch with Mr. Nabors and Mr. Davis. Commissioner Lockley said it would be good to contact the road department and have them put him on the list. They have a lot of things going on. Mr. Moron said that he received a message from Mr. Davis, and he will be glad to assist.

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.

Mr. Mathre spoke to the Board and said that his intentions were not to cut up the property. He wants to be able to sell and someone build a house. The requested zoning is for R-6 one dwelling per ten acres. Commissioner Boldt said this zoning would be consistent with the surrounding properties. Chairman Jones called for public comments and there were none. Commissioner Ward confirmed that the P&Z department had looked at the request. Mrs. Bankston said they had approved for public hearing.

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

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.

On a motion by Commissioner Ward, seconded by Commissioner Boldt, to approve an ordinance rezoning 38.54+/-acre parcel of land in Section 25, Township 6 South, Range 4 West, from A-2 Forestry Agriculture District to R-6 Rural Residential District.

Attorney Shuler asked that Mrs. Bankston specify change. Mrs. Bankston said the request was changing from A-4 to R-6.

Commissioner Ward and Commissioner Boldt rescinded their motions to allow for public comments.

Chairman Jones called for public comments and there were none.

On a motion by Commissioner Ward, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, the Board approved an ordinance rezoning 38.54+/-acre parcel of land in Section 25, Township 6 South, Range 4 West, from A-2 Forestry Agriculture District to R-6 Rural Residential District. Motion carried 5-0.

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.

On a motion by Commissioner Boldt, seconded by Commissioner Lockley, and by a unanimous vote of the Board present, the Board approved requesting the project match be paid from TDC funds and authorized 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. Motion carried 5-0.

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.

On a motion by Commissioner Boldt, seconded by Commissioner Ward, and by a unanimous vote of the Board present, the Board approved the attached supplemental agreement and authorized the Chairman to sign the agreement. Motion carried 5-0.

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.

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

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.

On a motion by Commissioner Lockley, seconded by Commissioner Parrish, and by a unanimous vote of the Board present, the Board approved the scheduling and advertisement of a public hearing to update the Capital Improvement Plan. Motion carried 5-0.

16. County Coordinator – Michael Morón

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.

On a motion by Commissioner Parrish, seconded by Commissioner Lockley, and by a unanimous vote of the Board present, the Board authorized the Chairman's signature on the ARPC agreement to update the County's GIS map. Motion carried 5-0.

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.

Item addressed earlier in the meeting.

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 Page 9 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.

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

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.

On a motion by Commissioner Ward, seconded by Commissioner Parrish and Commissioner Lockley, and by a unanimous vote of the Board present, the Board authorized the Chairman to sign Ms. Buzbee's agreement to assist the County's Legislative Funding Request application. Motion carried 5-0.

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.

On a motion by Commissioner Ward, seconded by Commissioner Lockley, and by a unanimous vote of the Board present, the Board approved the \$15,900 change order to repair Twin Lake Road. Motion carried 5-0.

Commissioner Ward said that she had received an update on Ryan Drive. Head walls are about six weeks from production and pipe is in the yard ready for shipment. Mr. Moron reminded Commissioner Boldt to get with him on the other roads in his district that need repair.

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.

On a motion by Commissioner Lockley and Commissioner Boldt, seconded by Commissioner Ward, and by a unanimous vote of the Board present, the Board appointed Mr. Cliff Butler to the vacant District 1 seat on the County's Housing Authority Board. Motion carried 5-0.

g. New BD Temp Part-Time Hire: As part of their approved FY 2021-22budget, 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.

On a motion by Commissioner Parrish, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, the Board approved hiring a temporary part-time employee at their previous rate of pay for up to 29 hours per week without any benefits or retirement. Motion carried 5-0.

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.

Chairman Jones said that he is fine with adding it to a future agenda. However, he noted that at our final budget hearing the residents speaking out about the millage rate were from St. George Island. If incorporated, this would add additional taxes to those residents. Commissioner Ward said she agrees and believes that we need the residents to vote on a 3% levy increase. Commissioner Boldt asked if the straw vote had any teeth to it. Chairman Jones said no but Representative Shoaf wanted this vote before taking this on. Chairman Jones said that some residents on St. George Island live on a fixed income. If something like this takes place, the entirety of the island will be like the plantation. Commissioner Lockley noted that some of the people pushing for this may have to move also. Attorney Shuler asked the Board if they would like to authorize him to provide a legal opinion on Commissioner Boldt's question regarding the difference in a straw vote and certified election.

Commissioner Ward made a motion to authorize Attorney Shuler to provide a legal opinion on the difference between a straw vote and a certified election. Commissioner Lockley seconded the motion. Motion carried 5-0.

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.

Attorney Shuler does not recommend allowing a commissioner to serve on a committee or board where they would provide a recommendation that would ultimately come before the Board of County Commissioners 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.

Commissioner Boldt recommended inviting them to attend a future meeting to be publicly recognized.

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.

On a motion by Commissioner Parrish, seconded by Commissioner Lockley to authorize Attorney Shuler to participate in discussions with the Florida Attorney General's Office and report back to the Board.

Commissioner Boldt asked if we should include Sheriff Smith on these discussions. Attorney Shuler said he initially thought of that but after looking at it, Franklin County as a non-qualified county will have to participate in a regional group. Attorney Shuler said his initial conclusion is that the county will be stuck with whatever procedural process is put in place. We won't have any control over it from a local standpoint.

Motion carried 5-0.

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.

The Board agreed to move forward as recommended by Attorney Shuler.

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

Chairman Jones spoke to the Board about the need for a Public Information Officer. Mr. Moron said he would ask that the Board allow him to look at contracting with a firm because it is an as-needed basis. Mr. Moron said that he can check with other counties to see how they are handling it. Chairman Jones said that we need to have some way to address and provide information to the public. Commissioner Ward reiterated that the website is a good tool and said that she believes that having a PIO would benefit the county by keeping the public informed.

19. Adjournment

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

Ricky Jones – Chairman

Attest:

Michele Maxwell - Clerk of Courts

10/19/2021
Franklin County Road Department
Detail of Work Performed and Material Hauled by District
Detail from 9/30/2021 - 10/13/2021

District 1

Work Performed:

<u>Work Performed:</u>	<u>Date</u>	<u>Road</u>
Box drag	9/30/2021	Bledsoe Street
Pot hole Repair (Fill), Shoulder Work	9/30/2021	E Gulf Beach Drive
Pot hole Repair (Fill), Shoulder Work	9/30/2021	Patton Drive
Trim Trees	9/30/2021	W 11th Street
Trim Trees	9/30/2021	W 10th Street
Trim Trees	9/30/2021	W 10th Street
Trim Trees	9/30/2021	W Gorrie Drive
Trim Trees	9/30/2021	W 11th Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	9/30/2021	Twin Lakes Road
Shoulder Work	9/30/2021	E Gulf Beach Drive
Weed Eat & Cut Grass around signs & Culverts	9/30/2021	Twin Lakes Road
Box drag	9/30/2021	McCloud Street
Box drag	9/30/2021	Gander Street
Box drag	9/30/2021	Quinn Street
Box drag	9/30/2021	Wing Street
Box drag	9/30/2021	Land Street
Box drag	9/30/2021	Patton Street
Box drag	9/30/2021	Bruce Street
Trim Trees	9/30/2021	W Gulf Beach Drive
Box drag	9/30/2021	W 12th Street
Box drag	9/30/2021	E 6th Street
Box drag	9/30/2021	E 7th Street
Box drag	9/30/2021	Baine Street
Box drag	9/30/2021	E 10th Street
Box drag	9/30/2021	E Pine Avenue
Box drag	9/30/2021	Randolph Street
Sign Maintenance	10/5/2021	South Bay Shore Drive
Sign Maintenance	10/5/2021	South Bay Shore Drive
Cleaned out culverts, Sign Maintenance	10/7/2021	Smith Street
Flagged	10/7/2021	Smith Street
Cleaned out culverts, Dig out ditches	10/7/2021	Smith Street
Shoulder repair by mailboxes	10/11/2021	Land Street
Sign Maintenance	10/11/2021	Hatfield Street
Sign Maintenance	10/11/2021	Apple Way Street
Sign Maintenance	10/11/2021	Avenue A (District 1)
Culvert installation	10/11/2021	N Bay Shore Drive
Washout Repair, Shoulder Work, Shoulder repair by mailboxes	10/11/2021	Gibson Street
Sign Maintenance	10/11/2021	Apple Way Street
Washout Repair, Shoulder Work, Shoulder repair by mailboxes	10/11/2021	E Pine Avenue
Sign Maintenance	10/11/2021	Patton Drive
Washout Repair, Shoulder Work, Shoulder repair by mailboxes	10/11/2021	E Sawyer Street
Washout Repair, Shoulder Work, Shoulder repair by mailboxes	10/11/2021	Land Street
Washout Repair, Shoulder Work, Shoulder repair by mailboxes	10/11/2021	Randolph Street

District 1**Work Performed:**

	<u>Date</u>	<u>Road</u>
Sign Maintenance	10/11/2021	Old Ferry Dock Road
Shoulder repair by mailboxes	10/11/2021	Gibson Street
Shoulder repair by mailboxes	10/11/2021	E Pine Avenue
Culvert installation	10/11/2021	Ridgecrest Parkway
Culvert installation	10/11/2021	N Bay Shore Drive
Sign Maintenance	10/11/2021	Smith Street
Shoulder Work	10/11/2021	Patton Drive
Shoulder repair by mailboxes	10/11/2021	Randolph Street

0**Material HAUL From:**

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Ditch Dirt	10/7/2021	Smith Street	36	0

Ditch Dirt**TOTAL****36****0**

Trees	9/30/2021	W 10th Street	3	0
Trees	9/30/2021	W 11th Street	3	0

Trees**TOTAL****6****0****Material HAUL To:**

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Dirty 89 Lime Rock	9/30/2021	W 12th Street	9	0
Dirty 89 Lime Rock	9/30/2021	E Gulf Beach Drive	3	0
Dirty 89 Lime Rock	9/30/2021	Land Street	9	0
Dirty 89 Lime Rock	9/30/2021	Patton Drive Parking Lot (Eastpoint)	9	0
Dirty 89 Lime Rock	9/30/2021	Patton Drive	3	0
Dirty 89 Lime Rock	9/30/2021	Quinn Street	18	0
Dirty 89 Lime Rock	10/11/2021	Patton Drive	18	0
Dirty 89 Lime Rock	10/11/2021	Ridgecrest Parkway	18	0
Dirty 89 Lime Rock	10/11/2021	N Bay Shore Drive	36	0

Dirty 89 Lime Rock**TOTAL****123****0**

Milled Asphalt	10/11/2021	Gibson Street	3	0
Milled Asphalt	10/11/2021	Randolph Street	3	0
Milled Asphalt	10/11/2021	Land Street	3	0
Milled Asphalt	10/11/2021	E Pine Avenue	3	0
Milled Asphalt	10/11/2021	E Sawyer Street	3	0

Milled Asphalt**TOTAL****15****0**

Sand	10/11/2021	N Bay Shore Drive	18	0
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Sand**TOTAL****18****0****District 2****Work Performed:**

	<u>Date</u>	<u>Road</u>
Graded Road(s)	9/30/2021	St Teresa Ave
Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	9/30/2021	CR67
Graded Road(s)	9/30/2021	McIntyre Road
Box drag	9/30/2021	Parker Avenue
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	9/30/2021	CR67
Cut grass along shoulders of road on county right of way	10/1/2021	Franklin Street
Cut grass along shoulders of road on county right of way	10/1/2021	Putnal Street
Cut grass along shoulders of road on county right of way	10/1/2021	Oak Street (Louisiana Ave/Pinewood Ave)
Cut grass along shoulders of road on county right of way	10/1/2021	Hinton Street

District 2

Work Performed:

<u>Work Performed:</u>	<u>Date</u>	<u>Road</u>
Cut grass along shoulders of road on county right of way	10/1/2021	Titi Street
Cut grass along shoulders of road on county right of way	10/1/2021	Elder Street
Cut grass along shoulders of road on county right of way	10/1/2021	Infeild Drive (Bluewayer Bay BLVD)
Cut grass along shoulders of road on county right of way	10/1/2021	Lake Morality Road
Cut grass along shoulders of road on county right of way	10/4/2021	BlueWater Ridge Way
Cut grass along shoulders of road on county right of way	10/4/2021	Colorado Street
Cut grass along shoulders of road on county right of way	10/4/2021	California Street
Cut grass along shoulders of road on county right of way	10/4/2021	Alabama Street
Cut grass along shoulders of road on county right of way	10/4/2021	Arizona Street
Cut grass along shoulders of road on county right of way	10/4/2021	Massachusetts Avenue
Cut grass along shoulders of road on county right of way	10/4/2021	Delaware Street
Cut grass along shoulders of road on county right of way	10/4/2021	Illinois Street
Cut grass along shoulders of road on county right of way	10/4/2021	Indiana Street
Cut grass along shoulders of road on county right of way	10/4/2021	Idaho Street
Cut grass along shoulders of road on county right of way	10/4/2021	Kansas Street
Cut grass along shoulders of road on county right of way	10/4/2021	Oleander Terrace
Cut grass along shoulders of road on county right of way	10/4/2021	Carlton Avenue
Cut grass along shoulders of road on county right of way	10/4/2021	Carolina Street
Cut grass along shoulders of road on county right of way	10/4/2021	BlueWater Breeze Way
Cut grass along shoulders of road on county right of way	10/4/2021	BlueWater Beach Circle
Cut grass along shoulders of road on county right of way	10/4/2021	BlueWater Bay Boulevard (Infeild Drive)
Cut grass along shoulders of road on county right of way	10/4/2021	Bluewater Bay
Cut grass along shoulders of road on county right of way	10/4/2021	Palmetto Terrace
Cut grass along shoulders of road on county right of way	10/4/2021	Florida Avenue (East)
Cut grass along shoulders of road on county right of way	10/4/2021	Hinton Street
Cut grass along shoulders of road on county right of way	10/4/2021	Franklin Street
Cut grass along shoulders of road on county right of way	10/4/2021	Putnal Street
Cut grass along shoulders of road on county right of way	10/4/2021	Maine Street
Cut grass along shoulders of road on county right of way	10/4/2021	Kentucky Ave
Weed Eat & Cut Grass around signs & Culverts	10/5/2021	Bald Point Road
Cut grass along shoulders of road on county right of way	10/5/2021	Alligator Drive
Cut grass along shoulders of road on county right of way	10/5/2021	Surf Drive
Cut grass along shoulders of road on county right of way	10/5/2021	Mariner Circle
Cut grass along shoulders of road on county right of way	10/5/2021	Sun N Sands Blvd
Cut grass along shoulders of road on county right of way	10/5/2021	Alligator Drive
Cut grass along shoulders of road on county right of way	10/5/2021	Magnolia Street
Cut grass along shoulders of road on county right of way	10/5/2021	Maple Street
Cut grass along shoulders of road on county right of way	10/5/2021	Oak Street
Cut grass along shoulders of road on county right of way	10/5/2021	Pine Street
Litter Pickup, Weed Eat & Cut Grass around signs & Culverts	10/5/2021	Bald Point Road
Cut grass along shoulders of road on county right of way	10/5/2021	Gulf Shore BLVD
Cut grass along shoulders of road on county right of way	10/6/2021	Harbor Circle
Cut grass along shoulders of road on county right of way	10/6/2021	Lakeview Drive
Cut grass along shoulders of road on county right of way	10/6/2021	Fernway Road
Cut grass along shoulders of road on county right of way	10/6/2021	George Vause Road
Cut grass along shoulders of road on county right of way	10/6/2021	Angus Morrison
Cut grass along shoulders of road on county right of way	10/6/2021	Peninsula Street (circle)
Cut grass along shoulders of road on county right of way	10/6/2021	Tom Roberts Road
Cut grass along shoulders of road on county right of way	10/6/2021	Carnival Lane

District 2**Work Performed:**

<u>Date</u>	<u>Road</u>
Cut grass along shoulders of road on county right of way	10/6/2021 Harry Morrison Island Road
Cut grass along shoulders of road on county right of way	10/6/2021 Fiesta Drive
Cut grass along shoulders of road on county right of way	10/6/2021 Dunes Boulevard
Cut grass along shoulders of road on county right of way	10/6/2021 Alan Lane
Cut grass along shoulders of road on county right of way	10/6/2021 Bald Point Road
Sign Maintenance	10/6/2021 CR67
Cut grass along shoulders of road on county right of way	10/6/2021 Mardi Gras Way
Cut grass along shoulders of road on county right of way	10/6/2021 Alligator Drive
Checked county roads for safety of traveling for public	10/6/2021 County Roads, Carrabelle, Bert B. Boldt II
Sign Maintenance	10/6/2021 CR67
Cut grass along shoulders of road on county right of way	10/7/2021 Carnival Lane
Cut grass along shoulders of road on county right of way	10/7/2021 Fiesta Drive
Cut grass along shoulders of road on county right of way	10/7/2021 Sea Shell Avenue
Cut grass along shoulders of road on county right of way	10/7/2021 Cypress Street
Cut grass along shoulders of road on county right of way	10/7/2021 Donax Place
Cut grass along shoulders of road on county right of way	10/7/2021 Carousel Terrace
Cut grass along shoulders of road on county right of way	10/7/2021 Alligator Drive
Weed Eat & Cut Grass around signs & Culverts	10/7/2021 Alligator Drive
Sign Maintenance, Weed Eat & Cut Grass around signs & Culverts	10/7/2021 Alligator Drive
Cut grass along shoulders of road on county right of way	10/7/2021 Harbor Circle
Cut grass along shoulders of road on county right of way	10/11/2021 CR67
Weed Eat & Cut Grass around signs & Culverts, Cut grass along shoulders of road on county right of way	10/11/2021 McIntyre Road
Weed Eat & Cut Grass around signs & Culverts, Cut grass along shoulders of road on county right of way	10/11/2021 Rio Vista Drive
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup, Cut bushes back	10/11/2021 Rio Vista Drive
Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	10/11/2021 Rio Vista Drive
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup, Cut bushes back	10/11/2021 McIntyre Road
Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	10/11/2021 McIntyre Road
Litter Pickup, Weed Eat & Cut Grass around signs & Culverts	10/12/2021 CR67
Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	10/12/2021 CR67
Litter Pickup, Weed Eat & Cut Grass around signs & Culverts	10/12/2021 CR67
Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	10/12/2021 CR67
Culvert installation	10/12/2021 Illinois Street
Cut grass along shoulders of road on county right of way	10/12/2021 CR67
Box drag	10/12/2021 Jeff Sanders Road
Cut grass along shoulders of road on county right of way	10/12/2021 North Gate Road
Cut grass along shoulders of road on county right of way	10/12/2021 Jeff Sanders Road
Weed Eat & Cut Grass around signs & Culverts	10/13/2021 CR67
Sign Maintenance	10/13/2021 Florida Avenue (East)
Culvert installation	10/13/2021 Florida Avenue (East)
Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	10/13/2021 CR67
Box drag	10/13/2021 Avenue H E (City of Carrabelle)
Culvert installation	10/13/2021 Florida Avenue (East)
Cut grass along shoulders of road on county right of way	10/13/2021 CR67

0

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>
Ditch Dirt	10/13/2021	Florida Avenue (East)	18	0
Ditch Dirt	TOTAL		18	0
Litter	9/30/2021	CR67	2	0
Litter	10/5/2021	Bald Point Road	2	0
Litter	10/11/2021	Rio Vista Drive	1.5	0
Litter	10/11/2021	McIntyre Road	1.5	0
Litter	10/12/2021	CR67	6	0
Litter	10/12/2021	CR67	9	0
Litter	TOTAL		22	0

Material HAUL To:

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
15" X 20' Culvert BP	10/13/2021	Florida Avenue (East)	2	0
15" X 20' Culvert BP	TOTAL		2	0
Black Dirt	10/12/2021	Illinois Street	18	0
Black Dirt	TOTAL		18	0
Dirty 89 Lime Rock	9/30/2021	McIntyre Road	36	0
Dirty 89 Lime Rock	10/12/2021	Illinois Street	36	0
Dirty 89 Lime Rock	10/13/2021	Avenue H E (City of Carrabelle)	9	0
Dirty 89 Lime Rock	10/13/2021	Florida Avenue (East)	9	0
Dirty 89 Lime Rock	TOTAL		90	0
Sand	10/13/2021	Florida Avenue (East)	18	0
Sand	10/13/2021	Florida Avenue (East)	18	0
Sand	TOTAL		36	0

District 3**Work Performed:**

	<u>Date</u>	<u>Road</u>
Checked county roads for safety of traveling for public, Checked culverts	10/6/2021	County Roads Apalachicola, Noah Lockley
Checked county roads for safety of traveling for public, Checked culverts	10/6/2021	County Roads Apalachicola, Noah Lockley
0		

Material HAUL To:

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Milled Asphalt	10/4/2021	Library (Apalachicola New 2017) (City of Apa	18	0
Milled Asphalt	TOTAL		18	0

District 4**Work Performed:**

	<u>Date</u>	<u>Road</u>
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	9/30/2021	Bluff Road
Box drag	9/30/2021	Gibson Road
Driveway repair	9/30/2021	Bluff Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	9/30/2021	Timberwood Court
Driveway repair, Culvert repair	9/30/2021	Bluff 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	9/30/2021	Bluff 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	9/30/2021	Timberwood Court
Cut grass along shoulders of road on county right of way	10/1/2021	Apalachee Street

District 4**Work Performed:**

<u>Date</u>	<u>Road</u>
Cut grass along shoulders of road on county right of way	10/4/2021 Apalachee Street
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches, Litter Pickup	10/4/2021 Bluff Road
Litter Pickup, Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts	10/4/2021 Bluff Road
Litter Pickup, Weed Eat & Cut Grass around signs & Culverts, Cut grass along shoulders of road on county right of way, Cut grass in ditches	10/6/2021 10 Mile
Litter Pickup, Weed Eat & Cut Grass around signs & Culverts, Cut grass along shoulders of road on county right of way, Cut grass in ditches	10/6/2021 8 Mile
Sign Maintenance	10/6/2021 CR 376
Sign Maintenance	10/6/2021 10 Mile
Checked county roads for safety of traveling for public, Checked culverts	10/6/2021 County Roads, Apalachicola Smokey Parrish
Washout Repair	10/6/2021 8 Mile
Flagged	10/6/2021 8 Mile
Cleaned ditches	10/6/2021 Chapman Road
Cleaned ditches	10/6/2021 Bayview Drive
Flagged	10/6/2021 13 Mile
Flagged	10/6/2021 8 Mile
Weed Eat & Cut Grass around signs & Culverts, Remove Trees	10/6/2021 Teat Road
Washout Repair	10/6/2021 13 Mile
Flagged	10/6/2021 13 Mile
Checked county roads for safety of traveling for public, Checked culverts	10/6/2021 Long Road
Checked county roads for safety of traveling for public, Checked culverts	10/6/2021 County Roads, Apalachicola Smokey Parrish
Checked county roads for safety of traveling for public, Checked culverts	10/6/2021 Long Road
Trim Trees, Weep Hole Maintenance Cut/ Cleared / Dug Out	10/6/2021 Paradise Lane
Weed Eat & Cut Grass around signs & Culverts, Cut grass along shoulders of road on county right of way, Litter Pickup	10/6/2021 8 Mile
Weed Eat & Cut Grass around signs & Culverts, Cut grass along shoulders of road on county right of way, Litter Pickup	10/6/2021 10 Mile
Weed Eat & Cut Grass around signs & Culverts, Remove Trees	10/6/2021 Teat Road
Sign Maintenance	10/6/2021 10 Mile
Sign Maintenance	10/6/2021 CR30A
Trim Trees, Weep Hole Maintenance Cut/ Cleared / Dug Out	10/6/2021 Paradise Lane
Sign Maintenance	10/7/2021 Bluff Road
Litter Pickup, Cut grass along shoulders of road on county right of way, Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts	10/7/2021 Paradise Lane
Cut grass along shoulders of road on county right of way, Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	10/7/2021 Paradise Lane
Litter Pickup, Cut grass along shoulders of road on county right of way, Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts, Pot hole Repair (Fill)	10/12/2021 26th Avenue
Pot hole Repair (Fill), Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches, Litter Pickup	10/12/2021 26th Avenue

0

Page 35

Material HAUL From:

<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Dirty 89 Lime Rock	10/5/2021 Chapman Road	1	0

District 4**Material HAUL From:**

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Dirty 89 Lime Rock	TOTAL		1	0
Litter	9/30/2021	Timberwood Court	1	0
Litter	9/30/2021	Bluff Road	1	0
Litter	9/30/2021	Timberwood Court	1	0
Litter	9/30/2021	Bluff Road	1	0
Litter	10/4/2021	Bluff Road	4	0
Litter	10/6/2021	10 Mile	3	0
Litter	10/6/2021	8 Mile	4	0
Litter	10/7/2021	Paradise Lane	2	0
Litter	TOTAL		17	0
Trees	10/6/2021	10 Mile	9	0
Trees	10/6/2021	8 Mile	9	0
Trees	TOTAL		18	0

Material HAUL To:

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Cold Mix, Asphalt	10/12/2021	26th Avenue	3	0
Cold Mix, Asphalt	TOTAL		3	0
Milled Asphalt	9/30/2021	Bluff Road	3	0
Milled Asphalt	TOTAL		3	0
Sand	10/6/2021	10 Mile	18	0
Sand	10/6/2021	13 Mile	18	0
Sand	10/6/2021	8 Mile	36	0
Sand	10/6/2021	8 Mile	3.77778E+19	0
Sand	TOTAL		3.77778E+19	0

District 5**Work Performed:**

	<u>Date</u>	<u>Road</u>
Graded Road(s)	9/30/2021	Quail Run Drive
Weed Eat & Cut Grass around signs & Culverts	10/4/2021	Longwood Court
Weed Eat & Cut Grass around signs & Culverts	10/4/2021	Whispering Pines Drive
Weed Eat & Cut Grass around signs & Culverts	10/4/2021	CC Land
Weed Eat & Cut Grass around signs & Culverts	10/4/2021	Timber Ridge Court
Weed Eat & Cut Grass around signs & Culverts	10/4/2021	CC Land
Weed Eat & Cut Grass around signs & Culverts	10/4/2021	Whispering Pines Drive
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	10/4/2021	Cypress Lane
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	10/4/2021	Longwood Court
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	10/4/2021	Timber Ridge Court
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	10/4/2021	Whispering Pines Drive
Pot hole Repair (Fill)	10/4/2021	Cypress Lane
Cut grass along shoulders of road on county right of way	10/4/2021	Georgia Street
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	10/4/2021	CC Land
Checked county roads for safety of traveling for public	10/6/2021	County Roads, Carrabelle, Jessica Ward
Sign Maintenance	10/6/2021	Lighthouse Road (Paved Portion)
Sign Maintenance	10/6/2021	Lighthouse Road (Paved Portion)
Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	10/7/2021	Ridge Road
Flagged	10/7/2021	CC Land
Culvert installation	10/7/2021	CC Land
Graded Road(s)	10/11/2021	Brick Yard Road (Forestry Road #129)

District 5**Work Performed:**

	<u>Date</u>	<u>Road</u>
Graded Road(s)	10/12/2021	Power Line Road (Forestry Road #166)
Pot hole Repair (Fill)	10/12/2021	Beacon Street
Pot hole Repair (Fill)	10/12/2021	Lighthouse Road (Paved Portion)
Graded Road(s)	10/12/2021	Wright Lake Road (Forestry Road #101)
Pot hole Repair (Fill)	10/12/2021	Beacon Street
Graded Road(s)	10/12/2021	Hickory Landing Road (Forestry Road #101-B)
Pot hole Repair (Fill)	10/12/2021	Lighthouse Road (Paved Portion)
Graded Road(s)	10/12/2021	Ashley Landing Road (Forestry Road #101-A)
Graded Road(s)	10/13/2021	Gardners Landing Road
Graded Road(s)	10/13/2021	Bloody Bluff Road
Graded Road(s)	10/13/2021	Power Line Road (Forestry Road #166)
Box drag	10/13/2021	Mill Road
Sign Maintenance	10/13/2021	Quail Run Drive
Cut Trees down and removed	10/13/2021	Bloody Bluff Road
Cut Trees down and removed	10/13/2021	Bloody Bluff Road
Weed Eat & Cut Grass around signs & Culverts, Cut grass along shoulders of road on county right of way, Cleaned out culverts	10/13/2021	Quail Run Drive
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Cleaned out culverts, Trim Trees	10/13/2021	Quail Run Drive
Box drag	10/13/2021	Osprey Court (City of Carrabelle)
Box drag	10/13/2021	2nd Street W (City of Carrabelle)

0**Material HAUL From:**

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Ditch Dirt	10/7/2021	CC Land	18	0

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

Litter	10/4/2021	CC Land	0.300000012	0
Litter	10/4/2021	Longwood Court	0.300000012	0
Litter	10/4/2021	Whispering Pines Drive	0.300000012	0
Litter	10/7/2021	Ridge Road	1	0

Litter**TOTAL****1.900000036****0****Material HAUL To:**

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Cold Mix, Asphalt	10/4/2021	Cypress Lane	3	0
Cold Mix, Asphalt	10/12/2021	Beacon Street	3	0
Cold Mix, Asphalt	10/12/2021	Lighthouse Road (Paved Portion)	3	0

Cold Mix, Asphalt**TOTAL****9****0**

Dirty 89 Lime Rock	9/30/2021	Quail Run Drive	18	0
Dirty 89 Lime Rock	10/7/2021	CC Land	18	0
Dirty 89 Lime Rock	10/11/2021	Brick Yard Road (Forestry Road #129)	36	0
Dirty 89 Lime Rock	10/11/2021	Hickory Landing Road (Forestry Road #101-B)	18	0
Dirty 89 Lime Rock	10/11/2021	Brick Yard Road (Forestry Road #129)	36	0
Dirty 89 Lime Rock	10/12/2021	Power Line Road (Forestry Road #166)	9	0
Dirty 89 Lime Rock	10/12/2021	Power Line Road (Forestry Road #166)	18	0
Dirty 89 Lime Rock	10/13/2021	Gardners Landing Road	36	0
Dirty 89 Lime Rock	10/13/2021	Power Line Road (Forestry Road #166)	36	0

Dirty 89 Lime Rock**TOTAL****225****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 19, 2021

TIME: 9:00 A.M.

SUBJECT(S):

FOR BOARD INFORMATION:

October 1st – October 13th RIGHT-OF-WAY DEBRIS PICKUP

Apalachicola	Eastpoint	St George Island	Carrabelle	Lanark	Alligator Point
94.66 TONS	115.57 TONS	135.62 TONS	17.84 TONS	-0- TONS	30.73 TONS

RECYCLE MATERIAL HAULED

	Apalachicola	Eastpoint	St George Island	Carrabelle	Lanark	Alligator Point	St James
Cardboard	10.29 TONS	6.07 TONS	6.29 TONS	-0- TONS	-0- TONS	-0- TONS	1.41 TONS
Plastic, Paper, Glass, Aluminum	-0-TONS	-0- TONS	-0-TONS	-0-TONS	-0-TONS	-0-TONS	-0-TONS

REQUESTED ACTION: None

PRIVATE PROPERTY RIGHTS
PROPOSED AMENDMENT TO THE FRANKLIN COUNTY COMPREHENSIVE PLAN
REQUIRED BY CHAPTER 163.3177(6)(i), FLORIDA STATUTES

GOAL

The Franklin County Board of County Commissioners will make planning and development decisions with respect for property rights.

OBJECTIVE 1

Franklin County will respect constitutionally protected private property rights.

Policy 1.1 Franklin County will consider in its decision-making the right of a property owner to physically possess and control his or her interests in the property, including easements, leases, and mineral rights.

Policy 1.2 Franklin County will consider in its decision-making the right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.

Policy 1.3 Franklin County will consider in its decision-making the right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.

Policy 1.4 Franklin County will consider in its decision-making the right of a property owner to dispose of his or her property through sale or gift.

A public hearing on the proposed amendment will be held on Tuesday, October 19, 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 Friday, October 15, 2021, by downloading the agenda for the October 19, 2021, Board of County Commission Meeting located at www.franklincountyflorida.com/resources/agendasminutes/

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, October 14, 2021

NOTICE OF LAND USE CHANGE

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

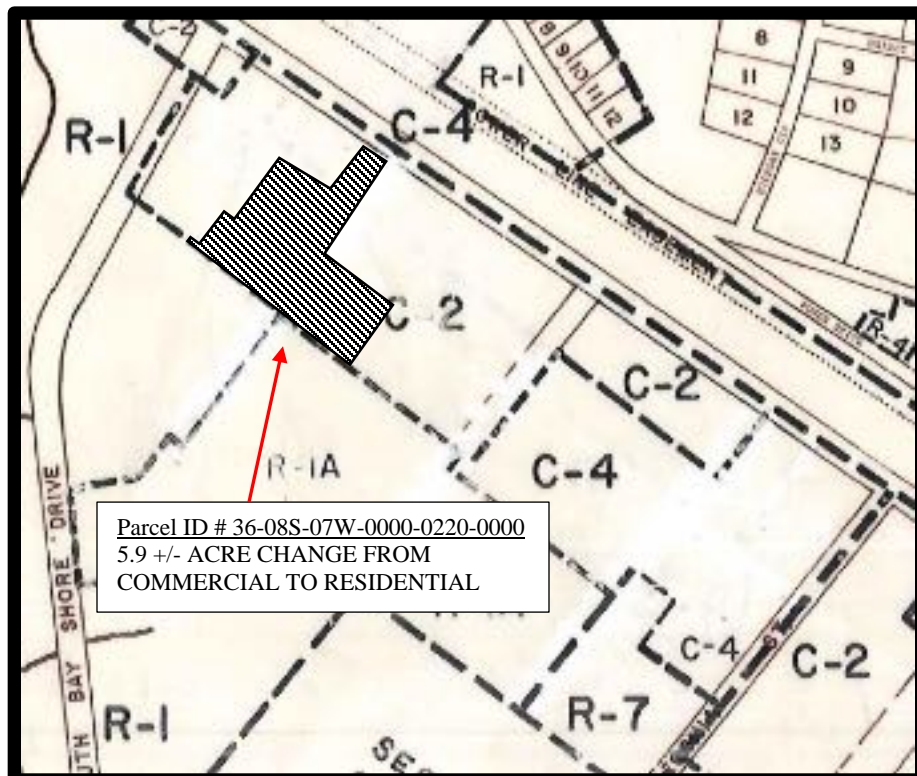
AN ORDINANCE AMENDING THE FRANKLIN COUNTY COMPREHENSIVE PLAN TO CHANGE THE PERMITTED USE OF A 5.9 +/- ACRE PARCEL OF LAND IN SECTION 36, TOWNSHIP 8 SOUTH, RANGE 7 WEST, FROM COMMERCIAL TO RESIDENTIAL.

A public hearing on the proposed change will be held on Tuesday, October 19, 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).

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Publish Dates: Thursday, September 29, 2021
Thursday, October 7, 2021



NOTICE OF ZONING CHANGE

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

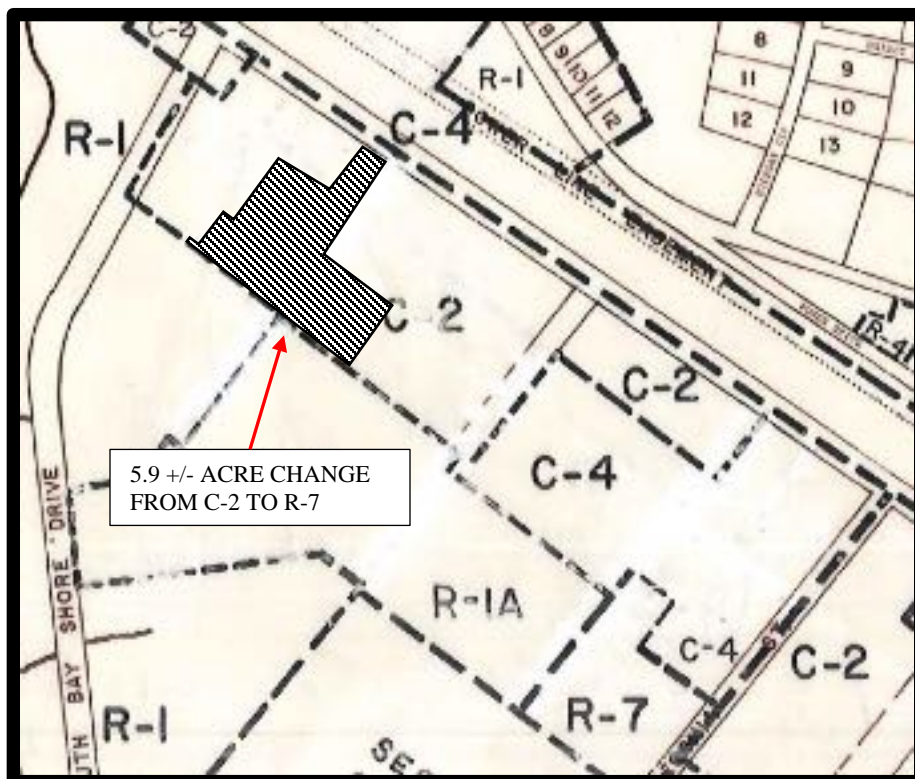
AN ORDINANCE REZONING 5.9 +/- ACRES OF LAND IN SECTION 36, TOWNSHIP 8 SOUTH, RANGE 7 WEST, FROM C-2 COMMERCIAL BUSINESS DISTRICT TO R-7 MULTI-FAMILY HIGH DENSITY DISTRICT.

A public hearing on the proposed change will be held on Tuesday, October 19, 2021, 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).

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Publish Dates: Thursday, September 29, 2021
Thursday, October 7, 2021



**DOCK PERMIT APPLICATION****FRANKLIN COUNTY BUILDING DEPARTMENT**

34 Forbes Street, Suite 1, Apalachicola, Florida 32320

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

http://www.franklincountyflorida.com/planning_building.aspx

PERMIT # _____

FEE: \$ _____

C.S.I. : \$ _____

TOTAL: \$ _____

NOTE TO APPLICANTS AND PERMIT HOLDERS:

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

ISSUANCE DATE: _____ EXPIRES: _____

EXISTING HOUSE: ☒ Yes ☐ NoDEP PERMIT: ☐ Yes ☐ NoARMY COE PERMIT: ☒ Yes ☐ NoAPPROVED: ☒ Yes ☐ No

RECEIVED
AUG 17 2021

APPLICATION MUST BE COMPLETE:Property Owner/s: William Hackney

Contact Information: Home #:

Cell #: 850 344-3287Mailing Address: 39 Carousel TerraceCity/State/Zip: Panama FL 32346EMAIL Address: williamhackney@ hackneynursery.comContractor Name: Gene K StricklandBusiness Name: Gene K Strickland LLC

Contact Information: Office #:

Cell #: 850 528-4992State License #: CBC 1254312

County Registration #:

Mailing Address: 6468 Downhill RdCity/State/Zip: Tallah 71 32311EMAIL Address: waterhawk10@ ac1.com**PROPERTY DESCRIPTION:** 911 Address: 39 Carousel Terrace

Lot/s: _____ Block: _____ Subdivision: _____ Unit: _____

Parcel Identification #:

JURISDICTION: ☐ Franklin County ☐ City of Carrabelle☐ Apalachicola ☐ Eastpoint ☐ St. George Island ☐ Carrabelle ☐ Dog Island ☐ Lanark/ St. James ☐ St. Teresa ☒ Alligator Point☒ SINGLE FAMILY DOCK/PIER☐ MULTI-FAMILY DOCK/PIER☐ COMMERCIAL**DESCRIPTION:** addition to existing dockZONING DISTRICT: _____ CONTRACT COST: 66K

TOTAL SQUARE FOOT: _____ FOUNDATION TYPE: _____

ROOF MATERIAL: _____

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

WATER BODY: _____

CRITICAL SHORELINE DISTRICT ☐ YES OR ☒ NOCRITICAL HABITAT ZONE ☐ YES OR ☒ NO

BUILDING OFFICIAL _____

Date _____

OWNER (Required) _____

Date _____

CONTRACTOR (Required) _____

Date _____

Gene K Strickland 8/17/21
CONTRACTOR (Required) Date



Overview



Legend

- Parcels
- Roads
- City Labels

Parcel ID	01-07S-02W-1031-0000-0010	Alternate ID	02W07S01103100000010	Owner Address	HACKNEY WILLIAM NORDEN
Sec/Twp/Rng	1-7S-2W	Class	SINGLE FAM		AS TRUSTEE
Property Address	39 CAROUSEL TER ALLIGATOR POINT	Acreage	0.377		312 NORTH 9TH ST QUINCY, FL 32351
District	7				
Brief Tax Description	UNIT 1 LOT 1 90/513 142/244				

(Note: Not to be used on legal documents)

Date created: 8/25/2021

Last Data Uploaded: 8/25/2021 7:43:31 AM

Developed by Schneider
GEOSPATIAL



DOCK SITE PLAN, CONSTRUCTION AND LIGHTING AFFIDAVIT

FRANKLIN COUNTY BUILDING DEPARTMENT

34 Forbes Street, Suite 1, Apalachicola, Florida 32320

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

http://www.franklincountyflorida.com/planning_building.aspx

PERMIT

ORDINANCE

No. 2004-17

Dock Ordinance

DOCK CONSTRUCTION STANDARDS & LIGHTING AFFIDAVIT

APPLICATION MUST BE COMPLETE: (We will no longer accept incomplete applications)

Property Owner/s: William Hackney
Contact Information: Home #: _____ Cell #: 850-210-3289
Mailing Address: 39 Carousel Terrace City/State/Zip: Panacea FL 32376
EMAIL Address: williamhackney@hacknynursery.com

PROPERTY DESCRIPTION: 911 Address: 39 Carousel Terrace
Lot/s: _____ Block: _____ Subdivision: _____ Unit: _____

Parcel Identification #: _____

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

SITE PLAN & CONSTRUCTION STANDARDS:

- I understand that applications for dock or piers must contain a survey prepared by a professional surveyor which indicates riparian rights, unless the dock is built at least 25 feet from existing property lines. INITIAL: GKS
- I understand that Docks built on canals are permitted to be no larger than 25% of the width of the canal including the boat mooring site. INITIAL: GKS
- I understand that the lot must be large enough to accommodate a single-family dwelling; or be a lot separated from the single family dwelling by a right-of-way and owned by the same owner; or the lot may be eligible for a hardship variance from the Board of Adjustment. INITIAL: GKS
- I understand that no dry dock facilities, gasoline or fuel pumps are allowed on a residential lot other than boat lifts connected to a dock. INITIAL: GKS
- I understand that boat ramps may be allowed so long as the property contains adequate size for the parking of trailers on the property. No commercial boat docking or launching allowed. INITIAL: GKS
- I understand that no parking of vehicles is allowed within the Critical Habitat Zone, which is the first 50 feet from mean high water. INITIAL: GKS
- I understand that the lot must be kept in natural vegetation within the Critical Habitat Zone. INITIAL: GKS
- I understand that I must comply with the permitting requirements for all other governmental agencies having jurisdiction over the project. (Evidence of an exemption from such compliance must be furnished by the homeowner before approval can be granted. INITIAL: GKS
- I understand that the dock must be elevated a minimum of five (5) feet above mean high water, except that the terminal platform may be lower at the owner's discretion. This requirement shall not apply to docks running parallel to the shoreline provided they extend no further than 25 feet from the edge of the water. (*This will allow pedestrians to cross under the dock at the water's edge) INITIAL: GKS

- I understand that the dock must be constructed on pilings set a minimum of eight (8) feet apart center to center. INITIAL: GKS
- I understand that no dusk to dawn lights. Must be able to switch off or on by motion detector, or be activated by a 3-way switch. INITIAL: GKS
- I understand that lights limited to one on the terminal platform and one on the landward end of the dock or pier, and one every 100 feet between the terminal platform and the landward end of the dock, except where a hardship exists. INITIAL: GKS
- I understand that all lights must be downward directed and have adequate shielding to prevent light trespass and minimize light pollution from light scatter. INITIAL: GKS
- I understand the type and location of fixtures must be included on a diagram of dock or pier and submitted with permit application. INITIAL: GKS
- I understand that the dock must have amber colored night time reflectors set at a minimum of one at each side in the middle and one at each side of the terminal. INITIAL: GKS

I have read and understood that construction and lighting standards of the Franklin County Dock Ordinance No. 2004-17 and will practice these standards.

Gene K. Strickland Aug 17, 2021
Contractor/Owner Signature: Date

Gene K Strickland
Contractor/Owner Printed Name:

State of Florida
County of Franklin

I, Laura A. Hoover, who is personally known or provided the following identification _____, on this day 18th of August, 2021 understand that I have read and understood the above statement and will comply or the Final Certificate of Occupancy will be held up until the above has been documented.

NOTARY: Laura A. Hoover
Laura A Hoover
Printed Name

SEAL:



NOTICE OF COMMENCEMENT

Space Reserved For Recording:

PERMIT # 0401701-001-EE/19 PARCEL ID # _____

STATE OF FLORIDA, COUNTY OF FRANKLIN

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

LEGAL DESCRIPTION OF PROPERTY: (Include Street Address)

39 Calanuel Terrace Panama, FL 32346

General Description of Improvements:

addition to existing dock

Owner Information or Lessee Information Contracted For The Improvements:

Name: William Hackney Phone Number: 250 210 3289

Address: 39 Calanuel Terrace Panama, FL 32346

Owner's Interest In Site Of The Improvement:

Name & Address Of Fee Simple Titleholder:

(If Different From Owner Listed Above):

Contractor's Name: Gene K Strickland Phone Number: 250 522 4992

Address: 6462 Downhill Rd Tallahassee, FL 32311

Surety: (If Applicable, A Copy Of The Payment Bond Is Attached):

Name & Address: _____ Amount: \$ _____

Lender Name: _____ Phone Number: _____

Address: _____

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

NAME: _____

ADDRESS: _____

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

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

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

NOTARY SEAL



Owner/Agent Signature: Gene K Strickland

Printed Name: Gene K Strickland

Sworn to me this 17th day of August in the year of 20 21

Notary Signature: Laura A Hootner

Printed Name: Laura A Hootner

CONSTRUCTION COMMENCEMENT NOTICE

Instructions: In accordance with Chapter 62-330.350(1)(d), F.A.C., complete and submit this form at least 48 hours prior to commencement of activity authorized by permit.

Permit No. 0401701-001-EE Application No. _____
Project Name Hackney Exemption Phase N/A

Construction of the system authorized by the above referenced Environmental Resource Permit and Application, is expected to commence on 09-15, 2021
and will have an estimated completion date of 12-31, 2021

PLEASE NOTE: If the actual construction commencement date is not known within 30 days of issuance of the permit, District staff should be so notified in writing. As soon as a construction commencement date is known, the permittee shall submit a completed construction commencement notice form.



Permittee's or Authorized Agent's Signature

Company

William Hackney

Print Name

Title

07/19/2021

Date

williamhackney@hackneynursery.com

E-mail

Phone Number





FLORIDA DEPARTMENT OF Environmental Protection

Northwest District
160 W. Government Street, Suite 308
Pensacola, FL 32502-5740

Ron DeSantis
Governor

Jeanette Nunez
Lt. Governor

Shawn Hamilton
Interim Secretary

June 30, 2021

William Hackney
39 Carousel Ter
Panacea, FL 32346 5140
williamhackney@hackneynursery.com

File No. 0401701-001-EE/19, Franklin County

Dear Mr. Hackney:

On April 6, 2021, we received your request for verification of exemption to perform the following activities:

To construct two dock additions to an existing dock: on the manmade canal a 108 square foot dock, on Alligator Harbor Aquatic Preserve a 160 square foot terminal platform with a 30 square foot staircase and one jet ski lift. The project is within Alligator Harbor Aquatic Preserve and a manmade canal adjacent to the Preserve, Class II Outstanding Florida Waters, Prohibited Shellfish Harvesting Area. The project is located at 39 Carousel Ter, Panacea, Florida 32346, Parcel No. 01-07S-02W-1031-0000-0010, in Section 1, Township 7 South, Range 2 West in Franklin County; 29°54'0.0409" North Latitude, -84°23'15.9920" West Longitude.

Your request has been reviewed to determine whether it qualifies for (1) regulatory exemption, (2) proprietary authorization (related to state-owned submerged lands), and (3) federal approval that may be necessary for work in wetlands or waters of the United States.

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

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

1. Regulatory Review – Verified

Based on the information submitted, the Department has verified that the activities as proposed are exempt, under Rule 62-330.051(5)(b), Florida Administrative Code (F.A.C.) *and* under Rule 62-330.051(5)(c), F.A.C. from the need to obtain a regulatory permit under Part IV of Chapter 373 of the Florida Statutes.

This exemption verification is based on the information you provided the Department and the statutes and rules in effect when the information was submitted. This verification may not be valid if site conditions materially change, the project design is modified, or the statutes or rules governing the exempt activity are amended. In the event you need to re-verify the exempt status for the activity, a new request and verification fee will be required. Any substantial modifications to the project design should be submitted to the Department for review, as changes may result in a permit being required.

2. Proprietary Review – Granted

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

The activity appears to be located on sovereign submerged lands owned by the Board of Trustees. The activity is not exempt from the need to obtain the applicable proprietary authorization. As staff to the Board of Trustees, the Department has reviewed the activity described above, and has determined that the activity qualifies for an automatic consent by rule under Rule 1821.005(1)(b), F.A.C. and Section 253.77, F.S. to construct and use the activity on the specified sovereign submerged lands, as long as the work performed is located within the boundaries as described herein and is consistent with the terms and conditions herein. No further application is required for this consent by rule.

Special Consent Conditions for Sovereign Submerged Lands Authorization

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

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

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

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

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

General Conditions for Authorizations for Activities on State-Owned Submerged Land

All authorizations granted by rule or in writing under rule 18-21.005, F.A.C., except those for geophysical testing, shall be subject to the general conditions as set forth in paragraphs (a) through (j) below. The general conditions shall be part of all authorizations under this chapter, shall be binding upon the grantee, and shall be enforceable under chapter 253 or 258, part II, F.S.

(a) Authorizations are valid only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use shall constitute a violation. Violation of the authorization shall result in suspension or revocation of the grantee's use of the sovereignty submerged land unless cured to the satisfaction of the Board.

(b) Authorizations convey no title to sovereignty submerged land or water column, nor do they constitute recognition or acknowledgment of any other person's title to such land or water.

(c) Authorizations may be modified, suspended or revoked in accordance with their terms or the remedies provided in sections 253.04 and 258.46, F.S., or chapter 18-14, F.A.C.

(d) Structures or activities shall be constructed and used to avoid or minimize adverse impacts to sovereignty submerged lands and resources.

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

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

(g) Structures or activities shall not create a navigational hazard.

(h) Activities shall not interfere with the public easement for traditional uses of the sandy beaches provided in section 161.141, F.S.

(i) Structures shall be maintained in a functional condition and shall be repaired or removed if they become dilapidated to such an extent that they are no longer functional. This shall not be construed to prohibit the repair or replacement subject to the provisions of rule 18-21.005, F.A.C., within one year, of a structure damaged in a discrete event such as a storm, flood, accident, or fire.

(j) Structures or activities shall be constructed, operated, and maintained solely for water dependent purposes, or for non-water dependent activities authorized under paragraph 18-21.004(1)(g), F.A.C., or any other applicable law.

3. Federal Review – SPGP Approved– State 404 Not Regulated

Your proposed activity as outlined in your application and attached drawings qualifies for Federal authorization pursuant to the State Programmatic General Permit V-R1, and a **SEPARATE permit** or authorization **will not be required** from the U.S. Army Corps of Engineers (Corps). Please note that the Federal authorization expires on July 26, 2021. However, your authorization may remain in effect for up to 1 additional year, if provisions of Special Condition 19 of the SPGP V-R1 permit instrument are met. You, as permittee, are required to adhere to all General Conditions and Special Conditions that may apply to your project. Special conditions required for your project are attached. A copy of the SPGP V-R1 with all terms and conditions and the General Conditions may be found at <https://www.saj.usace.army.mil/Missions/Regulatory/Source-Book>.

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

Additional Information

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

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until a subsequent order of the Department. Because the administrative hearing process is designed to formulate final agency action, the subsequent order may modify or take a different position than this action.

Petition for Administrative Hearing

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

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

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

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. You cannot justifiably rely on the finality of this decision unless notice of this decision and the right of substantially affected persons to challenge this decision

has been duly published or otherwise provided to all persons substantially affected by the decision. While you are not required to publish notice of this action, you may elect to do so pursuant Rule 62-110.106(10)(a).

The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C. If you do not publish notice of this action, this waiver may not apply to persons who have not received a clear point of entry.

Extension of Time

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

Mediation

Mediation is not available in this proceeding.

FLAWAC Review

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

Judicial Review

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

If you have any questions regarding this matter, please contact Laura Roncal at the letterhead address, at (850)595-0657, or at laura.roncal@FloridaDEP.gov.

EXECUTION AND CLERKING

Executed in Orlando, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



Laura Roncal

Environmental Specialist

Submerged Lands and Environmental Resources Program

Attachments:

1. Rule 62-330.051(5)(b), F.A.C. and Rule 62-330.051(5)(c), F.A.C., 2 pages
2. Special Conditions for Federal Authorization for SPGP V-R1, 4 pages
3. General Conditions for Federal Authorization for SPGP V-R1, 2 pages
4. Standard Manatee Conditions for In-Water Work, 2 pages
5. Project Drawings, 3 pages

CERTIFICATE OF SERVICE

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

Jennifer Waltrip, DEP, jennifer.waltrip@floridadep.gov

Laura Roncal, DEP, laura.roncal@floridadep.gov

Jonathan Brucker, DEP, Jonathan.Brucker@dep.state.fl.us

Ann Lazar, DEP, ann.lazar@floridadep.gov

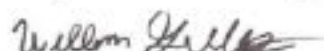
Elva Peppers, Consultant, elvapeppers@felsi.org

Aaron Sarchet, Consultant, asarchet@felsi.org

Franklin County, michael@franklincountyflorida.com

FILING AND ACKNOWLEDGMENT

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


Clerk

June 30, 2021
Date

62-330.051 Exempt Activities.

The activities meeting the limitations and restrictions below are exempt from permitting. However, if located in, on, or over state-owned submerged lands, they are subject to a separate authorization under chapters 253 and 258, F.S., as applicable.

(5) Dock, Pier, Boat Ramp and Other Boating-related Work –

(b) Installation of private docks, piers, and recreational docking facilities, and installation of local governmental piers and recreational docking facilities, in accordance with section 403.813(1)(b), F.S. This includes associated structures such as boat shelters, boat lifts, and roofs, provided:

1. The cumulative square footage of the dock or pier and all associated structures located over wetlands and other surface waters does not exceed the limitations in section 403.813(1)(b), F.S.;
2. No structure is enclosed on more than three sides with walls and doors;
3. Structures are not used for residential habitation or commercial purposes, or storage of materials other than those associated with water dependent recreational use; and
4. Any dock and associated structure shall be the sole dock as measured along the shoreline for a minimum distance of 65 feet, unless the parcel of land or individual lot as platted is less than 65 feet in length along the shoreline, in which case there may be one exempt dock allowed per parcel or lot.

Rulemaking Authority 373.026(7), 373.043, 373.4131, 373.4145, 403.805(1) FS. Law Implemented 373.406, 373.4131, 373.4145, 373.415, 403.813(1) FS. History—New 10-1-13, Amended 6-1-18.

403.813 Permits issued at district centers; exceptions.—

(1) A permit is not required under this chapter, chapter 373, chapter 61-691, Laws of Florida, or chapter 25214 or chapter 25270, 1949, Laws of Florida, for activities associated with the following types of projects; however, except as otherwise provided in this subsection, this subsection does not relieve an applicant from any requirement to obtain permission to use or occupy lands owned by the Board of Trustees of the Internal Improvement Trust Fund or a water management district in its governmental or proprietary capacity or from complying with applicable local pollution control programs authorized under this chapter or other requirements of county and municipal governments:

- (b) The installation and repair of mooring pilings and dolphins associated with private docking facilities or piers and the installation of private docks, piers and recreational docking facilities, or piers and recreational docking facilities of local governmental entities when the local governmental entity's activities will not take place in any manatee habitat, any of which docks:
1. Has 500 square feet or less of over-water surface area for a dock which is located in an area designated as Outstanding Florida Waters or 1,000 square feet or less of over-water surface area for a dock which is located in an area which is not designated as Outstanding Florida Waters;
 2. Is constructed on or held in place by pilings or is a floating dock which is constructed so as not to involve filling or dredging other than that necessary to install the pilings;
 3. Shall not substantially impede the flow of water or create a navigational hazard;
 4. Is used for recreational, noncommercial activities associated with the mooring or storage of boats and boat paraphernalia; and

5. Is the sole dock constructed pursuant to this exemption as measured along the shoreline for a distance of 65 feet, unless the parcel of land or individual lot as platted is less than 65 feet in length along the shoreline, in which case there may be one exempt dock allowed per parcel or lot.

Nothing in this paragraph shall prohibit the department from taking appropriate enforcement action pursuant to this chapter to abate or prohibit any activity otherwise exempt from permitting pursuant to this paragraph if the department can demonstrate that the exempted activity has caused water pollution in violation of this chapter.

62-330.051 Exempt Activities.

The activities meeting the limitations and restrictions below are exempt from permitting. However, if located in, on, or over state-owned submerged lands, they are subject to a separate authorization under chapters 253 and 258, F.S., as applicable.

(5) Dock, Pier, Boat Ramp and Other Boating-related Work –

(c) Construction of private docks or piers of 1,000 square feet or less of over-water surface area in artificial waters in accordance with section 403.813(1)(i), F.S., and within residential canal systems legally in existence under chapter 403 or part IV of chapter 373, F.S. This includes associated structures such as roofs and boat lifts, provided the cumulative square footage of the dock or pier and all associated structures located over wetlands and other surface waters does not exceed 1,000 square feet.

Rulemaking Authority 373.026(7), 373.043, 373.4131, 373.4145, 403.805(1) FS. Law Implemented 373.406, 373.4131, 373.4145, 373.415, 403.813(1) FS. History—New 10-1-13, Amended 6-1-18.

403.813 Permits issued at district centers; exceptions.—

(1) A permit is not required under this chapter, chapter 373, chapter 61-691, Laws of Florida, or chapter 25214 or chapter 25270, 1949, Laws of Florida, for activities associated with the following types of projects; however, except as otherwise provided in this subsection, this subsection does not relieve an applicant from any requirement to obtain permission to use or occupy lands owned by the Board of Trustees of the Internal Improvement Trust Fund or a water management district in its governmental or proprietary capacity or from complying with applicable local pollution control programs authorized under this chapter or other requirements of county and municipal governments:

(i) The construction of private docks of 1,000 square feet or less of over-water surface area and seawalls in artificially created waterways where such construction will not violate existing water quality standards, impede navigation, or affect flood control. This exemption does not apply to the construction of vertical seawalls in estuaries or lagoons unless the proposed construction is within an existing manmade canal where the shoreline is currently occupied in whole or part by vertical seawalls.

Special Conditions for Federal Authorization for SPGP V-R1

Note: JAXBO (Jacksonville District's Programmatic Biological Opinion), referenced throughout, may be found online in the Jacksonville District Regulatory Division Sourcebook, or at <http://cdm16021.contentdm.oclc.org/utils/getfile/collection/p16021coll3/id/577>. The SPGP V-R1 instrument and all attachments may be found online through the Sourcebook, or at <https://www.saj.usace.army.mil/SPGP/>.

In addition to the conditions specified above, the following Special Conditions apply to all projects reviewed and/or authorized under the SPGP V-R1.

Special Conditions for All Projects

1. Authorization, design and construction must adhere to the terms of the SPGP V-R1 instrument including the Procedure and Work Authorized sections.
2. Design and construction must adhere to the PDCs for In-Water Activities ([Attachment 6](#), from PDCs AP.7 through AP.11, inclusive, of JAXBO) (Reference: JAXBO PDC AP.1.).
3. All activities performed during daylight hours (Reference: JAXBO PDC AP.6.).
4. For all projects involving the installation of piles or sheet piles, the maximum number of piles, sheet piles or concrete slab walls or boatlift I-beams installed by impact hammer per day is limited to no more than 5 per day. Any installation of metal pipe or metal sheet pile by impact hammer is not authorized (Reference: Categories D and E of JAXBO PDCs for In-Water Noise from Pile and Sheet Pile Installation, page 86.).
5. Projects within the boundary of the NOAA Florida Keys National Marine Sanctuary require prior approval from the Sanctuary (Reference: JAXBO PDCs AP.14 and A1.6).
6. Notifications to the Corps. For all authorizations under this SPGP V-R1, including Self-Certifications, the Permittee shall provide the following notifications to the Corps:
 - a. Commencement Notification. Within 10 days before the date of initiating the work authorized by this permit or for each phase of the authorized project, the Permittee shall provide a written notification of the date of commencement of authorized work to the Corps.
 - b. Corps Self-Certification Statement of Compliance form. Within 60 days of completion of the work authorized by this permit, the Permittee shall complete the "Self-Certification Statement of Compliance" form ([Attachment 32](#)) and submit it to the Corps. In the event that the completed work deviates in any manner from the authorized work, the Permittee shall describe the deviations between the work authorized by this permit and the work as constructed on the "Self-Certification Statement of Compliance" form. The description of any deviations on the "Self-Certification Statement of Compliance" form does not constitute approval of any deviations by the Corps.
 - c. Permit Transfer. When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of

this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date the enclosed form ([Attachment 2](#)).

- d. Reporting Address. The Permittee shall submit all reports, notifications, documentation, and correspondence required by the general and special conditions of this permit to the following address.
 - (1) For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, P.O. Box 4970, Jacksonville, FL, 32232-0019.
 - (2) For electronic mail: SAJ-RD-Enforcement@usace.army.mil (not to exceed 10 MB). The Permittee shall reference this permit number, SAJ- 2015-02575 on all submittals.
7. The District Engineer reserves the right to require that any request for authorization under this SPGP V-R1 be evaluated as an Individual Permit. Conformance with the terms and conditions of the SPGP V-R1 does not automatically guarantee Federal authorization.
8. On a case-by-case basis, the Corps may impose additional Special Conditions which are deemed necessary to minimize adverse environmental impacts.
9. Failure to comply with all conditions of the SPGP V-R1 constitutes a violation of the Federal authorization.
10. No structure or work shall adversely affect or disturb properties listed in the National Register of Historic Places or those eligible for inclusion in the National Register. Prior to the start of work, the Applicant/Permittee or other party on the Applicant's/Permittee's behalf, shall conduct a search of known historical properties by contracting a professional archaeologist, and contacting the Florida Master Site File at 850-245-6440 or SiteFile@dos.state.fl.us. The Applicant/Permittee can also research sites in the National Register Information System (NRIS). Information can be found at <http://www.cr.nps.gov/nr/research>.
 - a. If, during the initial ground disturbing activities and construction work, there are archaeological/cultural materials unearthed (which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work in the vicinity and notify the Compliance and Review staff of the State Historic Preservation Office at 850-245-6333 and the Corps Regulatory Project Manager to assess the significance of the discovery and devise appropriate actions, including salvage operations. Based on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend, or revoke the permit in accordance with 33 C.F.R. § 325.7.
 - b. In the unlikely event that human remains are identified, the remains will be treated in accordance with Section 872.05, Florida Statutes; all work in the vicinity shall immediately cease and the local law authority, and the State Archaeologist (850-245-6444) and the Corps Regulatory Project Manager shall immediately be notified. Such

activity shall not resume unless specifically authorized by the State Archaeologist and the Corps.

11. The Permittee is responsible for obtaining any "take" permits required under the U.S. Fish and Wildlife Service's regulations governing compliance with these laws. The Permittee should contact the appropriate local office of the U.S. Fish and Wildlife Service to determine if such "take" permits are required for a particular activity.
12. For Projects authorized under this SPGP V-R1 in navigable waters of the U.S., the Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.
13. The SPGP V-R1 will be valid through July 26, 2021 unless suspended or revoked by issuance of a public notice by the District Engineer. The Corps, in conjunction with the Federal resource agencies, will conduct periodic reviews to ensure that continuation of the permit during the period ending July 26, 2021, is not contrary to the public interest. The SPGP V-R1 will not be extended beyond July 26, 2021, but may be replaced by a new SPGP. If revocation occurs, all future applications for activities covered by the SPGP V-R1 will be evaluated by the Corps.
14. If the SPGP V-R1 expires, is revoked, or is terminated prior to completion of the authorized work, authorization of activities which have commenced or are under contract to commence in reliance upon the SPGP V-R1 will remain in effect provided the activity is completed within 12 months of the date the SPGP V-R1 expired or was revoked.

Special Conditions for Docks, Piers, Associated Facilities, and other Minor Piling-Supported Structures

1. For temporary structures associated with marine events. Upon completion of the event, these structures must be removed and, to the maximum extent practical, the site must be restored to pre-construction elevations. Water depths in the area of marine events must be deep enough to support at least 5 ft of water depth under the keel of a vessel and between the keel of a vessel and Endangered Species Act listed coral colonies, if present, when transiting to the mooring areas (Reference: JAXBO PDC A2.1.4.).
2. Educational Signs. For commercial, multi-family, or public facilities, and marine events, signs must be posted as described below (Reference: These replicate JAXBO PDCs A.2.2 and A.2.2.1 to A.2.2.3., inclusive, within the table PDCs Specific to Activity 2 - Pile Supported Structures and Anchored Buoys, starting on page 112.):
 - a. (A2.2.) For commercial, multi-family, or public facilities, and marine events, signs must be posted in a visible location(s), alerting users of listed species in the area susceptible to vessel strikes and hook-and-line captures. The most current version of the signs that must

be downloaded and sign installation guidance are available at:

(http://sero.nmfs.noaa.gov/protected_resources/section_7/protected_species_educational_signs/index.html). The signs required to be posted by area are stated below:

- (1) (A2.2.1.) All projects in Florida shall use the Save Sea Turtle, Sawfish, and Dolphin sign. These signs shall include contact information to the sea turtle and marine mammal stranding networks and smalltooth sawfish encounter database.
 - (2) (A2.2.2.) Projects within the North Atlantic right whale educational sign zone shall post the Help Protect North Atlantic Right Whales sign.
 - (3) (A2.2.3.) On the east coast of Florida, projects located within the St. Johns River and those occurring north of the St. Johns River to the Florida-Georgia line shall post the Report Sturgeon sign. On the west coast of Florida, projects occurring from the Cedar Key, Florida north to the Florida-Alabama line.
3. Monofilament Recycling Bins. For commercial, multi-family, or public facilities, monofilament recycling bins must be provided as described below (Reference: The below replicates PDC A.2.3 within the table PDCs Specific to Activity 2 - Pile Supported Structures and Anchored Buoys, the PDC itself on page 113 of the JAXBO.):
- a. (A2.3.) For commercial, multi-family, or public facilities, monofilament recycling bins must be provided at the docking facility to reduce the risk of turtle or sawfish entanglement in, or ingestion of, marine debris. Monofilament recycling bins must:
 - (1) (A2.3.1.) Be constructed and labeled according to the instructions provided at <http://mrrp.myfwc.com>.
 - (2) (A2.3.2.) Be maintained in working order and emptied frequently (according to <http://mrrp.myfwc.com> standards) so that they do not overflow.
4. North Atlantic Right Whale. The attached North Atlantic Right Whale Information Form ([Attachment 27](#)) describes the presence of North Atlantic right whales in the area and the Federal regulations governing the approach to North Atlantic right whales. (The FDEP or Designee will attach this document to their authorizations for a dock project (new construction, repair, or replacement) at a private residence located within 11 nautical miles of North Atlantic right whale critical habitat as measured in a radius from the center of the nearest inlet to open ocean described by [Attachment 29](#), the North Atlantic Right Whale Educational Sign Zones (from Section 2.1.1.4 of JAXBO, pages 31 and 32, inclusive) (Reference: JAXBO PDC A2.4.).
5. Aids to Navigation. Aids to navigation must be approved by and installed in accordance with the requirements of the U.S. Coast Guard (i.e., 33 C.F.R., chapter I, subchapter C, part 66, Section 10 of the Rivers and Harbors Act, and any other pertinent requirements) (Reference: JAXBO PDC A2.5.).
6. Lighting for docks installed within visible distance of ocean beaches. If lighting is necessary, then turtle-friendly lighting shall be installed. Turtle-friendly lighting is explained and examples are provided on the Florida Fish and Wildlife Conservation Commission website: <http://myfwc.com/wildlifehabitats/managed/sea-turtles/lighting/> (Reference: JAXBO PDC A2.8.).

7. Construction Location. Project construction shall take place from uplands or from floating equipment (e.g., barge); prop or wheel-washing is prohibited (Reference: JAXBO PDC A2.9.).
8. Regarding submerged and emergent aquatic vegetation, the design and construction of a Project must comply with the following:
 - a. A pile supported structure (i) that is located on a natural waterbody (i.e., outside an artificial waterway that was excavated for boating access and is bordered by residential properties) and (ii) that is within the range of seagrass (estuarine waters within all coastal counties except for Nassau, Duval, St Johns, Flagler and Volusia north of Ponce Inlet), will be constructed to the following standards:
 - (1) Must comply with or provide a higher level of protection than, the protective criteria in the joint U.S. Army Corps of Engineers'/National Marine Fisheries Service's "Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat" updated November 2017 ([Attachment 5](#)).
 - (2) In addition to (1), above, IF the project is within range of Johnson's seagrass (the range of Johnson's seagrass is defined as Turkey Creek/Palm Bay south to central Biscayne Bay in the lagoon systems on the east coast of Florida), THEN the design and construction shall comply with, in some cases, the more restrictive requirements within paragraph 8.c., below (Reference: JAXBO PDC A2.17).
 - b. For all other Projects,
 - (1) Within the range of Johnson's seagrass (the range of Johnson's seagrass is defined as Turkey Creek/Palm Bay south to central Biscayne Bay in the lagoon systems on the east coast of Florida), the presence of submerged aquatic vegetation will be determined utilizing the "Submerged Aquatic Vegetation Survey Guidelines" ([Attachment 7](#)). If no survey performed, aquatic vegetation, including Johnson's seagrass, will be presumed to be present for purposes of this Special Condition.
 - (2) Outside the range of Johnson's seagrass but within the range of seagrass (estuarine waters within all coastal counties except for Nassau, Duval, St Johns, Flagler and Volusia County north of Ponce Inlet) and within tidal waters, the presence of seagrass and tidal freshwater submerged aquatic vegetation will be determined using the "Submerged Aquatic Vegetation Survey Guidelines" ([Attachment 7](#)) unless a site visit or aerial photography observes absence during the growing season (if water depth and clarity allows) or aquatic vegetation has not been found in the vicinity in the past.
 - (3) Pile-supported structures, IF aquatic vegetation is present (including seagrass, tidal freshwater submerged aquatic vegetation and emergent vegetation), THEN must comply with or provide a higher level of protection than, the protective criteria in the joint U.S. Army Corps of Engineers'/National Marine Fisheries Service's "Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat" updated November 2017 ([Attachment 5](#)).
 - (4) In addition to (1) to (3) above, IF the proposed dock or proposed structure is within range of Johnson's seagrass (the range of Johnson's seagrass is defined as Turkey Creek/Palm Bay south to central Biscayne Bay in the lagoon systems on the east coast of Florida), and IF the proposed dock or proposed structure falls within the following

scenarios, THEN the design and construction shall comply with, in some cases, the more restrictive requirements within paragraph 8.c., below. (Reference: The following replicates "Scenario B" as defined within A2.17., PDCs for Docks or Other Minor Structures of JAXBO.):

- (i) Dock replacement in the exact footprint (i.e., same location/configuration/size) as the previous dock and:
 - (a) within Johnson's seagrass critical habitat with No current seagrass survey (completed no earlier than 1 year before submitting the application); or, Johnson's seagrass under the dock; or, Native seagrass, other than Johnson's seagrass, under the dock; or,
 - (b) within the Range of Johnson's seagrass (outside of critical habitat) with No current seagrass survey or, Johnson's seagrass under the dock,
- (ii) New docks or dock expansions and:
 - (a) within Johnson's seagrass critical habitat; or,
 - (b) within the Range of Johnson's seagrass (outside of critical habitat) with: No current seagrass survey (completed no earlier than 1 year before submitting the application) or, Johnson's seagrass within property limit.
- c. The following additional restrictions apply when required by paragraphs 8.a.(2) or 8.b.(4), above (Reference: The following replicates the "Dock PDCs for Scenario B" within A2.17. PDCs for Docks or Other Minor Structures of JAXBO.):
 - (1) To avoid and minimize impacts to Johnson's seagrass and native, non-listed seagrasses to the maximum extent practicable:
 - (i) The dock must be positioned to avoid and minimize effects to Johnson's seagrass.
 - (ii) Over any area that contains Johnson's seagrass or native, non-listed seagrasses, the dock shall be oriented in a north-south orientation to the maximum extent that is practicable to allow maximum sunlight under the structure.
 - (iii) If practicable, terminal platforms shall be placed in deep water, waterward of Johnson's seagrass beds or native, non-listed seagrasses beds or in an area devoid of Johnson's seagrass or native, non-listed seagrasses.
 - (iv) Piles must be spaced a minimum of 10 ft apart in any area that contains Johnson's seagrass to minimize direct impacts.
 - (v) Piles shall be installed in a manner that will not result in the formation of sedimentary deposits (e.g., donuts or halos) around the newly installed pilings.
 - (vi) No covered boat lifts are allowed over any Johnson's seagrass.
 - (2) Decking options: Deck surfaces (parallel with the water) that are located waterward of the MHWL must be constructed of grated materials or plank construction or a combination of the both methods (e.g. plank decking on the walkway and grated decking on the terminal platform). These decking options are described below:
 - (i) For grated decking:
 - (a) Height requirement: The surface of the structure, including the dock walkway (the over-water narrow portion connecting the terminal platform to the shore and any over-water ramp required for access) and the dock, must be a minimum of 3 ft above MHW when constructed with grated decking.
 - (b) Size limitations: The dock walkway is limited to a width of 4 ft. The terminal platform is limited to a total area of 160 ft². Marginal docks are limited to a width of 5 ft. The 5 ft width restriction is measured from wet side of the

seawall. For example, if a seawall cap is 3 feet overwater then the dock would be limited to 2 feet.

- (c) Material description: Decking materials shaped in the form of grids, grates, lattices, etc., to allow the passage of light through the open spaces. These materials must provide a minimum of 43% open space.

(ii) For plank decking:

- (a) Height requirement: The surface of the structure, including the dock walkway (the over- water narrow portion connecting the terminal platform to the shore and any over-water ramp required for access) and the dock, must be a minimum of 5 ft above MHW when constructed of plank decking.
 - (b) Size limitations: The dock walkway is limited to a width of 4 ft. The terminal platform is limited to a total area of 120 ft². Marginal docks are limited to a width of 5 ft.
 - (c) Material description: Deck boards may be constructed of any material. Deck Boards must be installed to provide a minimum of a 0.5-in gap between individual deck boards.
- d. Aids to Navigation in Acropora critical habitat. The distance from Aids to Navigation (ATONs) to ESA-listed corals and Acropora critical habitat shall ensure there are no impacts to the corals or the essential feature of Acropora critical habitat from the movement of buoys and tackle. The appropriate distance shall be based on the size of the anchor chain or other tackle to be installed to secure the buoy to its anchor, particularly when the design of the ATON does not prohibit the contact of tackle with the marine bottom. In all cases, buoy tackle will include flotation to ensure there is no contact between the anchor chain or line and the marine bottom (Reference: JAXBO PDC A2.10.).

General Conditions for Federal Authorization for SPGP V-R1

1. The time limit for completing the work authorized ends on July 26, 2021.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature of the new owner on the enclosed form and forward a copy of the permit to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Further Information:

1. Limits of this authorization.
 - a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.
 - b. This permit does not grant any property rights or exclusive privileges.
 - c. This permit does not authorize any injury to the property or rights of others.
 - d. This permit does not authorize interference with any existing or proposed Federal projects.
2. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:
 - a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
 - b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
 - c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
 - d. Design or Construction deficiencies associated with the permitted work.
 - e. Damage claims associated with any future modification, suspension, or revocation of this permit.
3. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.
4. Reevaluation of Permit Decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:
 - a. You fail to comply with the terms and conditions of this permit.
 - b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 3 above).
 - c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.
5. Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you

comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CER 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date the enclosed form.
7. The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the U.S. Army Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal, relocation or alteration.

STANDARD MANATEE CONDITIONS FOR IN-WATER WORK

2011

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

- a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
- b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
- c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
- d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.
- e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at ImperiledSpecies@myFWC.com
- f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads *Caution: Boaters must be posted*. A second sign measuring at least 8 1/2" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at MyFWC.com/manatee. Questions concerning these signs can be sent to the email address listed above.

CAUTION: MANATEE HABITAT

All project vessels

IDLE SPEED / NO WAKE

When a manatee is within 50 feet of work
all in-water activities must

SHUT DOWN

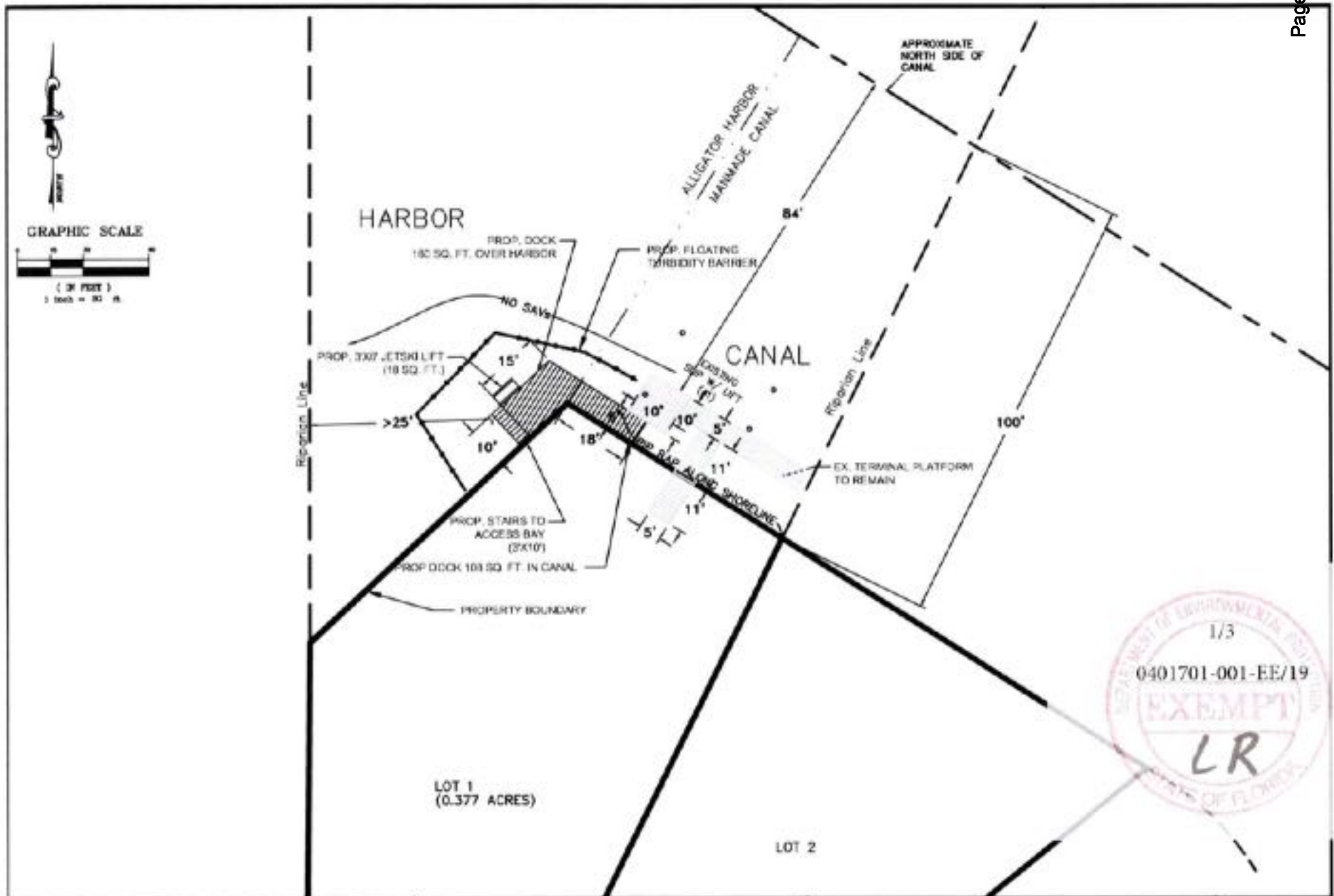
Report any collision with or injury to a manatee:



Wildlife Alert:

1-888-404-FWCC(3922)

cell *FWC or #FWC



Florida Environmental
& Land Services Inc.

221-4 DELTA COURT
TALLAHASSEE, FLORIDA 32303

850-385-6255 (VOICE) 850-385-6355 (FAX)

PROJECT

HACKNEY DOCK

FRANKLIN COUNTY, FL

TITLE

PLAN VIEW
PROPOSED CONDITIONS

DATE

6-22-2021

BY:

BCW

CHK:

EP

PROJ:

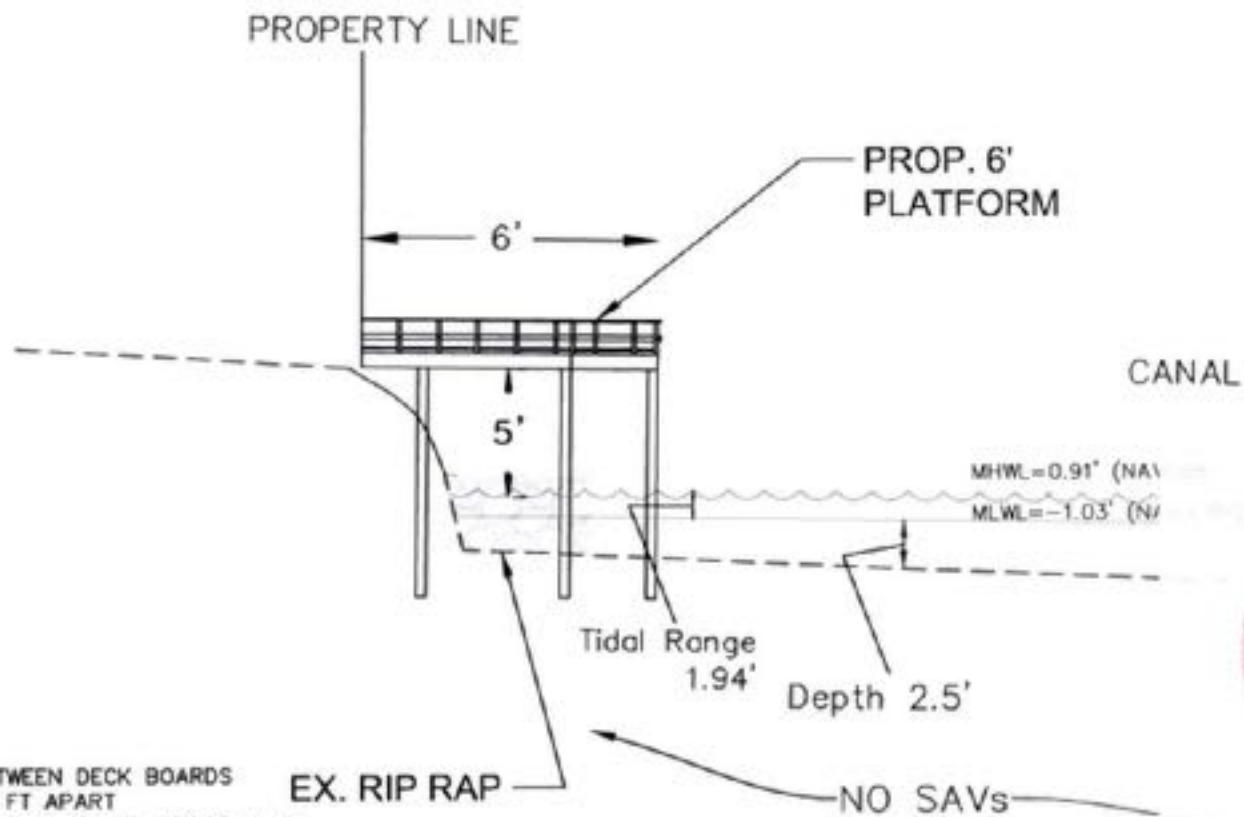
21-1868

PAGE:

1

OF:

3



NOTES:

- 1) 1/2 INCH SPACING BETWEEN DECK BOARDS
- 2) PILINGS SPACED 10 FT APART
- 3) DOCK WILL BE ELEVATED 5 FEET ABOVE MHWL
- 4) WOOD PLANKING WILL BE NO MORE THAN 8 INCHES WIDE



Florida Environmental
& Land Services Inc.

221-4 DELTA COURT
TALLAHASSEE, FLORIDA 32303

850-385-6255 (VOICE) 850-385-6355 (FAX)

PROJECT

HACKNEY DOCK

FRANKLIN COUNTY, FL

TITLE

SECTION VIEW
PROPOSED CONDITIONS

DATE

6-22-2021

BY:

BCW

CHK:

EP

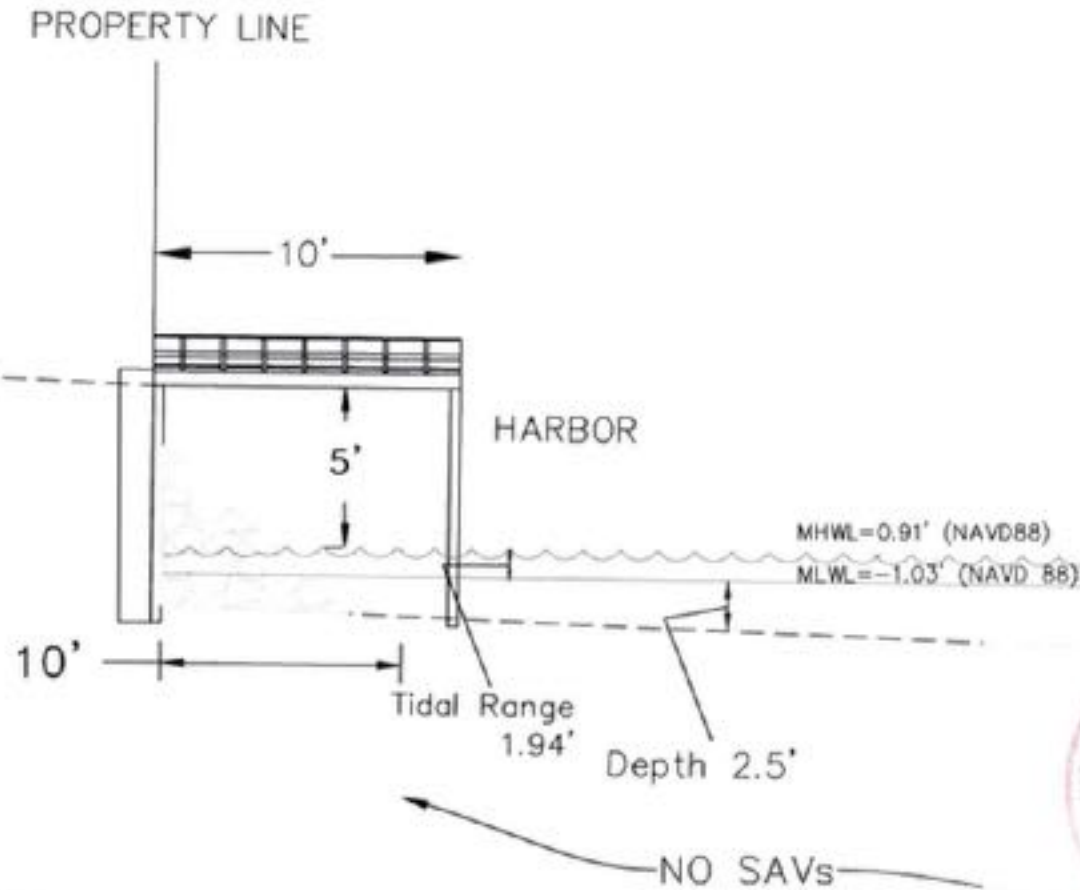
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21-1868

PAGE:

2

OF: 3



NOTES:
 1) 1/2 INCH SPACING BETWEEN DECK BOARDS
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HACKNEY DOCK

FRANKLIN COUNTY, FL

TITLE

SECTION VIEW
 PROPOSED CONDITIONS

DATE 6-22-2021

BY: BCW

CHK: EP

PROJ: 21-1868

PAGE:

3

OF: 3

**DOCK PERMIT APPLICATION****FRANKLIN COUNTY BUILDING DEPARTMENT**

34 Forbes Street, Suite 1, Apalachicola, Florida 32320

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

<http://www.franklincountifl.com/planning/building.aspx>

PERMIT # _____

FEE: \$ _____

C.S.J. : \$ _____

TOTAL: \$ _____

NOTE TO APPLICANTS AND PERMIT HOLDERS:

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

EXISTING HOUSE: ☐ Yes ☐ No**DEP PERMIT:** ☐ Yes ☐ No**ARMY COE PERMIT:** ☐ Yes ☐ No**APPROVED:** ☐ Yes ☐ No**APPLICATION MUST BE COMPLETE:**

Property Owner/s: Ryan Lawson

Contact Information: Home #: 850-528-7121

Cell #: 850-528-7121

Mailing Address: 6274 Pine Fair Way

City/State/Zip: Tallahassee, FL 32309

EMAIL Address: ryan

@teletrical.com

Contractor Name: DAVID KEITH

Business Name: DOCKS 4 LESS

Contact Information: Office #: 850-508-0469

Cell #: 850-508-0469

State License #:

County Registration #:

Mailing Address: 270 BAYWOOD DR.

City/State/Zip: CARRABELLE, FL 32322

EMAIL Address:

@

PROPERTY DESCRIPTION: 911 Address: 19 Carousel Terrace Alligator Point

Lot/s: 9 Block: Subdivision: Holiday Beach Unit: 1

Parcel Identification #: 01-075-02W-1031-0000-0090

JURISDICTION: ☐ Franklin County ☐ City of Carrabelle☐ Apalachicola ☐ Eastpoint ☐ St. George Island ☐ Carrabelle ☐ Dog Island ☐ Lanark/ St. James ☐ St. Teresa ☒ Alligator Point☒ SINGLE FAMILY DOCK/PIER☐ MULTI-FAMILY DOCK/PIER☐ COMMERCIAL**DESCRIPTION:** Single-family dock less than 1,000 square feet consisting of a 6' x 30' marginal dock, and a 12' x 24' boat slip with a lift.**ZONING DISTRICT:** **CONTRACT COST:** \$ 30,000.00**TOTAL SQUARE FOOT:** **FOUNDATION TYPE:****ROOF MATERIAL:****APPROVED BY:** ☐ Planning & Zoning Date: ☐ County Commissioners Date:**WATER BODY:** unnamed man made canal**CRITICAL SHORELINE DISTRICT:** YES OR NO ☐ **CRITICAL HABITAT ZONE:** YES OR NO ☐**BUILDING OFFICIAL**

Date

OWNER (Required)

Date

CONTRACTOR (Required)


Date



Overview



Legend

-  Parcels
-  Roads
-  City Labels

Parcel ID	01-075-02W-1031-0000-0090	Alternate ID	02W07501103100000090	Owner Address	LAWSON RYAN WALKER & JULIE C
Sec/Twp/Rng	1-75-2W	Class	VACANT		5019 METZKE LANE
Property Address	19 CAROUSEL TER	Acreage	0.183		TALLAHASSEE, FL 32303
	ALLIGATOR POINT				

District 7
 Brief Tax Description LOT 9 HOLIDAY BEACH
 (Note: Not to be used on legal documents)

Date created: 9/22/2021
 Last Data Uploaded: 9/22/2021 7:44:09 AM

Developed by  **Schneider**
 GEOSPATIAL

FRANKLIN COUNTY DOCK CHECKLIST & FEE SCHEDULE

CHECKLIST:

- ☒ Application
- ☒ DEP
- ☐ Army CORPS
- ☒ Site Plan
- ☐ Lighting Plan
- ☒ Drawings (Approved by all entities)
- ☐ Approvals from local jurisdictions
- ☒ Dock Site Plan, Construction & Lighting Affidavit
- ☐ Copy of Signed Contract Cost



**DOCK SITE PLAN, CONSTRUCTION
AND LIGHTING AFFIDAVIT**

FRANKLIN COUNTY BUILDING DEPARTMENT

34 Forbes Street, Suite 1, Apalachicola, Florida 32320

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

http://www.franklincountysflorida.com/planning_building.aspx

PERMIT

ORDINANCE

No. 2004-17

Dock Ordinance

DOCK CONSTRUCTION STANDARDS & LIGHTING AFFIDAVIT

APPLICATION MUST BE COMPLETE: (We will no longer accept incomplete applications)

Property Owner/s: Ryan Larson

Contact Information: Home #: 850-528-7121

Cell #: 850-528-7121

Mailing Address: 6274 Pine Fair Way

City/State/Zip: Tallahassee, FL 32309

EMAIL Address: ryan@selelectrical.com

PROPERTY DESCRIPTION: 911 Address: 19 Carousel Terrace

Lot/s: 9 Block: _____ Subdivision: Holiday Beach Unit: 1

Parcel Identification #: 01-075-02W-1031-0000-0090

JURISDICTION: ☐ Franklin County ☐ City of Carrabelle

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

SITE PLAN & CONSTRUCTION STANDARDS:

- I understand that applications for dock or piers must contain a survey prepared by a professional surveyor which indicates riparian rights, unless the dock is built at least 25 feet from existing property lines. INITIAL: RL
- I understand that Docks built on canals are permitted to be no larger than 25% of the width of the canal including the boat mooring site. INITIAL: RL
- I understand that the lot must be large enough to accommodate a single-family dwelling; or be a lot separated from the single family dwelling by a right-of-way and owned by the same owner; or the lot may be eligible for a hardship variance from the Board of Adjustment. INITIAL: RL
- I understand that no dry dock facilities, gasoline or fuel pumps are allowed on a residential lot other than boat lifts connected to a dock. INITIAL: RL
- I understand that boat ramps may be allowed so long as the property contains adequate size for the parking of trailers on the property. No commercial boat docking or launching allowed. INITIAL: RL
- I understand that no parking of vehicles is allowed within the Critical Habitat Zone, which is the first 50 feet from mean high water. INITIAL: RL
- I understand that the lot must be kept in natural vegetation within the Critical Habitat Zone. INITIAL: RL
- I understand that I must comply with the permitting requirements for all other governmental agencies having jurisdiction over the project. (Evidence of an exemption from such compliance must be furnished by the homeowner before approval can be granted. INITIAL: RL
- I understand that the dock must be elevated a minimum of five (5) feet above mean high water, except that the terminal platform may be lower at the owner's discretion. This requirement shall not apply to docks running parallel to the shoreline provided they extend no further than 25 feet from the edge of the water. (*This will allow pedestrians to cross under the dock at the water's edge) INITIAL: RL

- I understand that the dock must be constructed on pilings set a minimum of eight (8) feet apart center to center. INITIAL: mm
- I understand that no dusk to dawn lights. Must be able to switch off or on by motion detector, or be activated by a 3-way switch. INITIAL: mm
- I understand that lights limited to one on the terminal platform and one on the landward end of the dock or pier, and one every 100 feet between the terminal platform and the landward end of the dock, except where a hardship exists. INITIAL: mm
- I understand that all lights must be downward directed and have adequate shielding to prevent light trespass and minimize light pollution from light scatter. INITIAL: mm
- I understand the type and location of fixtures must be included on a diagram of dock or pier and submitted with permit application. INITIAL: mm
- I understand that the dock must have amber colored night time reflectors set at a minimum of one at each side in the middle and one at each side of the terminal. INITIAL: mm

I have read and understood that construction and lighting standards of the Franklin County Dock Ordinance No. 2004-17 and will practice these standards.

mm 9-6-21
Contractor/Owner Signature: Date

Ryan Lawson
Contractor/Owner Printed Name:

State of Florida
County of Franklin

I, _____, who is personally known or provided the following identification _____, on this day ____ of _____, 20__ understand that I have read and understood the above statement and will comply or the Final Certificate of Occupancy will be held up until the above has been documented.

NOTARY: _____

SEAL:

Printed Name

NOTICE OF COMMENCEMENT

Space Reserved For Recording:

PERMIT # _____ PARCEL ID # _____

STATE OF FLORIDA, COUNTY OF FRANKLIN

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

LEGAL DESCRIPTION OF PROPERTY: (Include Street Address)

General Description of Improvements: _____

Owner Information or Lessee Information Contracted For The Improvements:

Name: _____ Phone Number: _____

Address: _____

Owner's Interest In Site Of The Improvement: _____

Name & Address Of Fee Simple Titleholder: _____

(If Different From Owner Listed Above): _____

Contractor's Name: _____ Phone Number: _____

Address: _____

Surety: (If Applicable, A Copy Of The Payment Bond Is Attached): _____

Name & Address: _____ Amount: \$ _____

Lender Name: _____ Phone Number: _____

Address: _____

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

NAME: _____

ADDRESS: _____

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

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

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

NOTARY SEAL:

Owner/Agent Signature: _____

Printed Name: Ryan Lawson

Sworn to me this _____ day of _____ In the year of 20 _____

Notary Signature: _____

Printed Name: _____



APPLICATION FOR DEVELOPMENT

FRANKLIN COUNTY BUILDING DEPARTMENT

34 Forbes Street, Suite 1, Apalachicola, Florida 32320
Phone: 850-653-9783 Fax: 850-653-9799

<http://www.franklincountyflorida.com/planning/development>

PERMIT # _____

FEE: \$ _____

RADON: \$ _____

TOTAL: \$ _____

NOTE TO APPLICANTS AND PERMIT HOLDERS:

VIOLATIONS OF THE TERMS AND CONDITIONS OF THIS PERMIT MAY WARRANT A STOP WORK ORDER OR REVOCATION OF THIS PERMIT. THIS PERMIT IS VALID FOR ONE YEAR FROM THE DATE OF ISSUANCE.

CONSTRUCTION MUST COMMENCE WITHIN SIX MONTHS OF THIS DATE:

ISSUANCE DATE: _____ EXPIRES: _____

- ☐ New Construction
 - ☐ Commercial
 - ☐ Residential
- ☐ Substantial Improvement
- ☐ Less than Substantial

APPLICATION MUST BE COMPLETE: (Incomplete applications will be review once it has)

Property Owner/s: Ryan Lawson

Contact Information: Home #: 850-528-7121

Cell #: 850-528-7121

Mailing Address: 6274 Pine Fair Way

City/State/Zip: Tallahassee, FL 32309

EMAIL Address: ryan@electrical.com

Contractor Name: DAVID KEITH

Business Name: DOCKS 4 LESS

Contact Information: Office #: 850-508-0469

Cell #: 850-508-0469

State License #: _____

County Registration #: _____

Mailing Address: 270 BAYWOOD DR

City/State/Zip: CARRABELLE, FL 32322

EMAIL Address: _____

PROPERTY DESCRIPTION: 911 Address: 19 Carusel Terrace, Alligator Point 32346

Lot/s: 9 Block: _____ Subdivision: Holiday Beach Unit: 1

Parcel Identification #: 01-075-02W-1031-0000-0090

JURISDICTION: ☐ Franklin County

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

DESCRIPTION OF DEVELOPMENT: Construction of a seawall along the shoreline of a man made canal as authorized by DEP.

ZONING DISTRICT: _____ **CONTRACT COST:** \$ 30,000.00

HEATED SQ FT: N/A UN-HEATED SQ FT: N/A TOTAL SQUARE FOOT: N/A

ROOF MATERIAL: N/A FOUNDATION TYPE: N/A LOT DEMENSION: N/A

NO. OF STORIES: N/A STORAGE SQ FOOTAGE: N/A GAS UTILITIES: N/A

(Requires Building or General Contractor if over 2 habitable stories including mezzanines.) (VE Zones: 299 Sq. Foot or Less and MUST be certified breakaway construction by Engineer)

SEPTIC TANK PERMIT # _____ OR SEWER DISTRICT: _____

WATER DISTRICT: _____ OR PRIVATE WELL: _____

WATER BODY: _____

CRITICAL SHORELINE DISTRICT: YES OR NO @ CRITICAL HABITAT ZONE: YES OR NO @

FLOOD ZONE INFORMATION: EFFECTIVE DATE: February 5, 2014

PANEL NUMBER: _____ FIRM ZONE/S: _____

ELEVATION REQUIREMENTS AS PER SURVEY:

☐ Requires V-Zone Certification ☐ Requires Elevation Certificates ☐ Requires Smart Vents ☐ Requires Breakaway Walls

BUILDING OFFICIAL

DATE

FLOODPLAIN ADMIN.

DATE

OWNER/CONTRACTOR

DATE

SUPPLEMENTAL APPLICATION

- 1- Proposed Alteration of the Land:
 - Determination of COE & DEP Wetlands: _____
 - Amount and location of Fill to be placed on property: _____
 - Percentage of land to be placed in impervious surface: _____
- 2- Critical Shoreline Inspection:
 - Construction to be a minimum of 50 feet from the mean high water or wetland: _____
(Must be indicated on submitted site plan)
 - Construction within 50 feet of the mean high water or wetlands: _____
 - Attach the Board of Adjustment Approval: Date of Approval: _____
(Expires One Year From Approval Date)
- 3- Elevation Requirements:
 - FLOOD ZONE: _____ BASE FLOOD ELEVATION: _____
 - LOWEST BASE FLOOD ELEVATION AT BUILDING SITE: _____
 - A/AE/AIH/AO ZONES: Elevation of bottom of the first floor: _____
 - VE Zones: Elevation of the first floor horizontal support structure: _____

DEVELOPMENT APPLICATION CHECKLIST

RESIDENTIAL:

- _____ Application
- _____ Supplemental Application
- _____ Boundary Survey (Non-Flood Zones)
- _____ Site Plan
- _____ Septic Tank Permit
- _____ Water & Sewer Letter
- _____ Energy Code Form
- _____ 2 Complete Sets of Building Plans
- ☐ Wind Load Analysis ☐ Engineered State Permits
- ☐ DEP Permits ☐ COE Permits ☐ FDOT Permits
- _____ Structure Height & Number of Stories Affidavit
- _____ Portable Toilet Agreement
- _____ Owner/Builder Affidavit
- _____ Dumpster Affidavit
- _____ Termite Affidavit
- _____ Turtle Light Affidavit (If Applicable)
- _____ Recorded Notice of Commencement

FORMS REQUIRED IN FLOOD ZONES: (Additional)

- _____ Topographical Survey
- _____ Flood Plain Management Review
- _____ V Zone Certification (If Applicable)
- _____ Smart Vent Certification (If Applicable)
- _____ Elevation Affidavit
- _____ Non Conversion Agreement

COMMERCIAL: (Additional to Residential)

- _____ P&Z Approval Notice
- _____ BOA Approval Notice
- _____ BCC Approval Notice
- _____ DEP Storm Water Permit/Exemption
- _____ DBPR Approval
- _____ Parking Plan
- _____ Flood Proofing Certification (If Applicable)

SUB-CONTRACTOR LIST

PLEASE BE ADVISED THAT ALL CONTRACTORS DOING WORK IN FRANKLIN COUNTY MUST BE REGISTERED IN FRANKLIN COUNTY PRIOR TO PERFORMING ANY WORK IN THIS COUNTY. ALL GENERAL, RESIDENTIAL & BUILDING, ELECTRICAL, PLUMBING, HVAC & ROOFING CONTRACTOR'S ARE REQUIRED TO PULL PERMITS ON ALL NEW, RENOVATIONS, REMODEL PROJECTS.

CONTRACTOR OR OWNER HAS CONTRACTED WITH THE FOLLOWING (OWNER/BUILDERS ARE NOT ALLOWED TO HIRE SPECIALTY FRAMING CONTRACTORS) ALL CONTRACTOR'S & SUBCONTRACTOR'S MUST BE REGISTERED WITH FRANKLIN COUNTY AND ALL APPLICABLE PERMITS MUST BE OBTAINED BEFORE COMMENCING WORK.

Contractor: _____	<input type="checkbox"/> Registered	Insulation: _____	<input type="checkbox"/> Registered
Electrical: _____	<input type="checkbox"/> Registered	Painting: _____	<input type="checkbox"/> Registered
Plumbing: _____	<input type="checkbox"/> Registered	Framing: _____	<input type="checkbox"/> Registered
HVAC: _____	<input type="checkbox"/> Registered	Masonry: _____	<input type="checkbox"/> Registered
Roofing: _____	<input type="checkbox"/> Registered	Tile: _____	<input type="checkbox"/> Registered
Propane: _____	<input type="checkbox"/> Registered	Siding: _____	<input type="checkbox"/> Registered
Concrete: _____	<input type="checkbox"/> Registered	Other: _____	<input type="checkbox"/> Registered
Piling: _____	<input type="checkbox"/> Registered	Other: _____	<input type="checkbox"/> Registered



FLORIDA DEPARTMENT OF Environmental Protection

Northwest District
160 W. Government Street, Suite 308
Pensacola, Florida 32502-5740
NWD_EPOST@dep.state.fl.us

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Interim Secretary

August 17, 2021

Ryan Lawson
19 Carousel Ter
Panacea, FL, 32346-5140
ryan@llelectric.com

File No.: 0405730-001-EE/19 (Seawall)
0405730-003-EE/19 (Dock), Franklin County

Dear Mr. Lawson:

On June 17, 2021, we received your request for verification of exemption to perform the following activities:

To construct a single-family dock less than 1000 square feet and to construct a 102 linear foot seawall within a residential man-made canal, Class III Florida Waters, Prohibited Shellfish Harvesting Area. The project is located at 19 Carousel Terrace, Alligator Point, Florida 32346, Parcel No. 01-07S-02W-1031-0000-0090, in Section 1, Township 7 South, Range 2 West in Franklin County; 29°53'53.7444" North Latitude, -84°23'15.2388" West Longitude.

Your request has been reviewed to determine whether it qualifies for (1) regulatory exemption, (2) proprietary authorization (related to state-owned submerged lands), and (3) federal approval that may be necessary for work in wetlands or waters of the United States.

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

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

1. Regulatory Review – Verified

Based on the information submitted, the Department has verified that the activities as proposed are exempt, under Rule 62-330.051(5)(c) and (12)(a), Florida Administrative Code (F.A.C.) under Section 403.813(1)(i), Florida Statutes (F.S.) from the need to obtain a regulatory permit under Part IV of Chapter 373 of the Florida Statutes.

This exemption verification is based on the information you provided the Department and the statutes and rules in effect when the information was submitted. This verification may not be valid if site conditions materially change, the project design is modified, or the statutes or rules governing the exempt activity are amended. In the event you need to re-verify the exempt status for the activity, a new request and verification fee will be required. Any substantial modifications to the project design should be submitted to the Department for review, as changes may result in a permit being required.

2. Proprietary Review – Not Required

The activity does not appear to be located on sovereign submerged lands, and does not require further authorization under Chapters 253 or 258, F.S. or Chapters 18-20 or 18-21, F.A.C.

3. Federal Review – SPGP – Approved

0405730-001-EE/19 -Seawall

0405730-003-EE/19 – Dock

Your proposed activities as outlined in your application and attached drawings qualifies for Federal authorization pursuant to the State Programmatic General Permit VI, and a **SEPARATE permit** or authorization **will not be required** from the Corps. Please note that the Federal authorization expires on July 27, 2026. However, your authorization may remain in effect for up to 1 additional year, if provisions of Special Condition 15 of the SPGP VI permit instrument are met. You, as permittee, are required to adhere to all General Conditions and Special Conditions that may apply to your project. Special conditions required for your project are attached. A copy of the SPGP VI with all terms and conditions and the General Conditions may be found online in the Jacksonville District Regulatory Division Sourcebook:

(<https://www.saj.usace.army.mil/Missions/Regulatory/Source-Book/>).

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

Additional Information

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

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until a subsequent order of the Department. Because the administrative hearing process is designed to formulate final agency action, the subsequent order may modify or take a different position than this action.

Petition for Administrative Hearing

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

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

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

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. You cannot justifiably rely on the finality of this decision unless notice of this decision and the right of substantially affected persons to challenge this decision has been duly published or otherwise provided to all persons substantially affected by the

decision. While you are not required to publish notice of this action, you may elect to do so pursuant Rule 62-110.106(10)(a).

The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C. If you do not publish notice of this action, this waiver may not apply to persons who have not received a clear point of entry.

Extension of Time

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

Mediation

Mediation is not available in this proceeding.

FLAWAC Review

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

Judicial Review

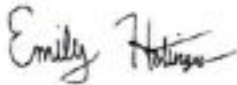
Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S. by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35,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

If you have any questions regarding this matter, please contact Emily Hotinger at the letterhead address, at (850)595-0651, or at Emily.Hotinger@FloridaDEP.gov

EXECUTION AND CLERKING

Executed in Orlando, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



Emily Hotinger
Environmental Specialist
Submerged Lands and Environmental Resources Program

Attachment(s):

1. Rule 62-330.051(5)(c) & (12)(a), F.A.C. and Section 403.813(1)(i), F.S., 1 page
2. Special Conditions for Federal Authorization for SPGP V-R1, 4 pages
3. General Conditions for Federal Authorization for SPGP V-R1, 2 pages
4. Standard Manatee Conditions for In-Water Work, 2 pages
5. Project Drawings, 4 pages

CERTIFICATE OF SERVICE

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

Jennifer Waltrip, FDEP, Jennifer.Waltrip@FloridaDEP.gov
Blake Chapman, FDEP, Blake.A.Chapman@FloridaDEP.gov
Emily Hotinger, FDEP, Emily.Hotinger@FloridaDEP.gov
Ryan Lawson, Applicant, ryan@llelectrical.com
Aaron Sarchet, Consultant, asarchet@felsi.org
FWC, FWCConservationPlanningServices@myfwc.com
County, twade@cityofapalachicola.com, administrator@mycarrabelle.com,
cityclerk@mycarrabelle.com, amyh@fairpoint.net, michael@franklincountyflorida.com

FILING AND ACKNOWLEDGMENT

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


Clerk August 17, 2021
 Date

62-330.051 Exempt Activities.

The activities meeting the limitations and restrictions below are exempt from permitting. However, if located in, on, or over state-owned submerged lands, they are subject to a separate authorization under chapters 253 and 258, F.S., as applicable.

(5) Dock, Pier, Boat Ramp and Other Boating-related Work –

(c) Construction of private docks or piers of 1,000 square feet or less of over-water surface area in artificial waters in accordance with section 403.813(1)(i), F.S., and within residential canal systems legally in existence under chapter 403 or part IV of chapter 373,

F.S. This includes associated structures such as roofs and boat lifts, provided the cumulative square footage of the dock or pier and all associated structures located over wetlands and other surface waters does not exceed 1,000 square feet.

(12) Construction, Replacement, Restoration, Enhancement, and Repair of Seawall, Riprap, and Other Shoreline Stabilization –

(a) Construction, replacement, and repair of seawalls or riprap in artificially created waterways under section 403.813(1)(i), F.S., and within residential canal systems legally in existence under chapter 403 or part IV of chapter 373, F.S., including only that backfilling needed to level the land behind seawalls or riprap.

403.813 Permits issued at district centers; exceptions.—

(1) A permit is not required under this chapter, chapter 373, chapter 61-691, Laws of Florida, or chapter 25214 or chapter 25270, 1949, Laws of Florida, and a local government may not require a person claiming this exception to provide further department verification, for activities associated with the following types of projects; however, except as otherwise provided in this subsection, this subsection does not relieve an applicant from any requirement to obtain permission to use or occupy lands owned by the Board of Trustees of the Internal Improvement Trust Fund or a water management district in its governmental or proprietary capacity or from complying with applicable local pollution control programs authorized under this chapter or other requirements of county and municipal governments:

(i) The construction of private docks of 1,000 square feet or less of over-water surface area and seawalls in artificially created waterways when such construction will not violate existing water quality standards, impede navigation, or affect flood control. This exemption does not apply to the construction of vertical seawalls in estuaries or lagoons unless the proposed construction is within an existing manmade canal where the shoreline is currently occupied in whole or part by vertical seawalls.

Special Conditions for Federal Authorizations for SPGP VI-R1

1. Authorization, design and construction must adhere to the terms of the SPGP VI instrument including the General Conditions for All Projects, Special Conditions for All Projects, Applicable activity-specific special conditions, Procedure and Work Authorized sections.
2. Design and construction must adhere to the PDCs for In-Water Activities (Attachment 28, from PDCs AP.7 through AP11, inclusive, of JAXBO) (Reference: JAXBO PDC AP.1.).
3. All activities must be performed during daylight hours (Reference: JAXBO PDC AP.6.).
4. For all projects involving the installation of piles, sheet piles, concrete slab walls or boatlift I-beams (Reference Categories A, B and C of JAXBO *PDCs for In-Water Noise from Pile and Sheet Pile Installation*, page 86):
 - a. Construction methods limited to trench and fill, pilot hole (auger or drop punch), jetting, vibratory, and impact hammer (however, impact hammer limited to installing no more than 5 per day).
 - b. Material limited to wood piles with a 14-inch diameter or less, concrete piles with a 24-inch diameter/width or less, metal pipe piles with a 36-inch diameter or less, metal boatlift I-beams, concrete slab walls, vinyl sheet piles, and metal sheet piles.
 - c. Any installation of metal pipe or metal sheet pile by impact hammer is not authorized (Reference: Categories D and E of JAXBO *PDCs for In-Water Noise from Pile and Sheet Pile Installation*, page 86.).
 - d. Projects within the boundary of the NOAA Florida Keys National Marine Sanctuary require prior approval from the Sanctuary (Reference: JAXBO PDCs AP.14 and A1.6).
5. The Permittee shall comply with the "Standard Manatee Conditions for In-Water Work – 2011" (Attachment 29).
6. No structure or work shall adversely affect or disturb properties listed in the National Register of Historic Places or those eligible for inclusion in the National Register. Prior to the start of work, the Applicant/Permittee or other party on the Applicant's/Permittee's behalf, shall conduct a search of known historical properties by contracting a professional archaeologist, and contacting the Florida Master Site File at 850-245-6440 or SiteFile@dos.state.fl.us. The Applicant/Permittee can also research sites in the National Register Information System (NRIS). Information can be found at <http://www.cr.nps.gov/nr/research>.

- a. If, during the initial ground disturbing activities and construction work, there are archaeological/cultural materials unearthed (which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work in the vicinity and notify the Compliance and Review staff of the State Historic Preservation Office at 850-245- 6333 and the Corps Regulatory Archeologist at 904-232-3270 to assess the significance of the discovery and devise appropriate actions, including salvage operations. Based on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend, or revoke the permit in accordance with 33 C.F.R. § 325.7.
 - b. In the unlikely event that human remains are identified, the remains will be treated in accordance with Section 872.05, Florida Statutes; all work in the vicinity shall immediately cease and the local law authority, and the State Archaeologist (850-245-6444) and the Corps Regulatory Archeologist at 904-232-3270 shall immediately be notified. Such activity shall not resume unless specifically authorized by the State Archaeologist and the Corps.
7. The Permittee is responsible for obtaining any "take" permits required under the U.S. Fish and Wildlife Service's regulations governing compliance with these laws. The Permittee should contact the appropriate local office of the U.S. Fish and Wildlife Service to determine if such "take" permits are required for a particular activity.
8. Mangroves. The design and construction of a Project must comply with the following (Reference: JAXBO PDCs AP.3 and AP.12.):
 - a. All projects must be sited and designed to avoid or minimize impacts to mangroves.
 - b. Mangrove removal must be conducted in a manner that avoids any unnecessary removal and is limited to the following instances:
 - (1) Removal to install up to a 4-ft-wide walkway for a dock.
 - (2) Removal of mangroves above the mean high water line (MHWL) provided that the tree does not have any prop roots that extend into the water below the MHWL.
 - (3) Mangrove trimming. Mangrove trimming refers to the removal (using hand equipment such as chain saws and/or machetes) of lateral branches (i.e., no alteration of the trunk of the tree) in a manner that ensures survival of the tree.
 - (a) Projects with associated mangrove trimming waterward of the MHWL are authorized if the trimming: (a) occurs within the area where the authorized structures are placed or will be placed (i.e., removal of branches that overhang a dock or lift),
 - (b) is necessary to provide temporary construction access, and (c) is conducted in a

manner that avoids any unnecessary trimming.

(c) Projects proposing to remove red mangrove prop roots waterward of the MHWL are not authorized, except for removal to install the dock walkways as described above.

9. For Projects authorized under this SPGP VI in navigable waters of the U.S., the Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.
10. Notifications to the Corps. For all authorizations under this SPGP VI, including Self-Certifications, the Permittee shall provide the following notifications to the Corps:
 - a. Commencement Notification. Within 10 days from the date of initiating the work authorized by this permit the Permittee shall submit a completed "Commencement Notification" form (Attachment 8).
 - b. Corps *Self-Certification Statement of Compliance* form. Within 60 days of completion of the work authorized by this permit, the Permittee shall complete the "Self-Certification Statement of Compliance" form (Attachment 9) and submit it to the Corps. In the event that the completed work deviates in any manner from the authorized work, the Permittee shall describe the deviations between the work authorized by this permit and the work as constructed on the "Self-Certification Statement of Compliance" form. The description of any deviations on the "Self-Certification Statement of Compliance" form does not constitute approval of any deviations by the Corps.
 - c. Permit Transfer. When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date the enclosed form (Attachment 10).
 - d. Reporting Address. The Permittee shall submit all reports, notifications, documentation, and correspondence required by the general and special conditions of this permit to the following address.
 - (1) For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, P.O. Box 4970, Jacksonville, FL, 32232-0019.
 - (2) For electronic mail: SAJ-RD-Enforcement@usace.army.mil (not to exceed 10 MB). The Permittee shall reference this permit number, SAJ-2015-2575 on all submittals.

11. The District Engineer reserves the right to require that any request for authorization under this SPGP VI be evaluated as an Individual Permit. Conformance with the terms and conditions of the SPGP VI does not automatically guarantee Federal authorization.
12. On a case-by-case basis, the Corps may impose additional Special Conditions which are deemed necessary to minimize adverse environmental impacts.
13. Failure to comply with all conditions of the SPGP VI constitutes a violation of the Federal authorization.
14. The SPGP VI will be valid through the expiration date unless suspended or revoked by issuance of a public notice by the District Engineer. The Corps, in conjunction with the Federal resource agencies, will conduct periodic reviews to ensure that continuation of the permit during the period ending expiration date, is not contrary to the public interest. The SPGP VI will not be extended beyond the expiration date but may be replaced by a new SPGP. If revocation occurs, all future applications for activities covered by the SPGP VI will be evaluated by the Corps.
15. If the SPGP VI expires, is revoked, or is terminated prior to completion of the authorized work, authorization of activities which have commenced or are under contract to commence in reliance upon the SPGP VI will remain in effect provided the activity is completed within 12 months of the date the SPGP VI expired or was revoked.

Special Conditions for Docks, Piers, Associated Facilities, and other Minor Piling-Supported Structures.

16. Chickees must be less than 500 ft² and support no more than 2 slips (Reference: JAXBO PDC A2.1.6.).
17. The design and construction of a Project over marsh (emergent vegetation) must comply with the following:
 - a. The piling-supported structure shall be aligned so as to have the smallest over-marsh footprint as practicable.
 - b. The over-marsh portion of the piling-supported structure (decking) shall be elevated to at least 4 feet above the marsh floor.
 - c. The width of the piling-supported is limited to a maximum of 4 feet. Any exceptions to the width must be accompanied by an equal increase in height requirement.
18. Mangroves. For pile-supported structures, the following additional requirements for mangroves found in the joint U.S. Army Corps of Engineers'/National Marine Fisheries Service's "Construction Guidelines in Florida for Minor Piling-Supported Structures

Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat" U.S. Army Corps of Engineers/National Marine Fisheries Service updated November 2017 (Attachment 11) shall apply:

- a. The width of the piling-supported structure is limited to a maximum of 4 feet.
- b. Mangrove clearing is restricted to the width of the piling-supported structure.
- c. The location and alignment of the piling-supported structure should be through the narrowest area of the mangrove fringe.

19. Regarding SAV, the design and construction of a Project must comply with the following:

a. A pile supported structure

(1) that is located on a natural waterbody (i.e. outside an artificial waterway that was excavated for boating access and is bordered by residential properties); and

(2) that is within the range of seagrass (estuarine waters within all coastal counties except for Nassau, Duval, St Johns, Flagler and Volusia north of Ponce Inlet), but outside of the range of Johnson's seagrass (the range of Johnson's seagrass is defined as Turkey Creek/Palm Bay south to central Biscayne Bay in the lagoon systems on the east coast of Florida) will be constructed to the following standards:

(a) If no survey is performed in accordance with the methods described in the Procedure section of this document, section I.3, then SAV is presumed present and the pile-supported structure must comply with, or provide a higher level of protection than, the protective criteria in the joint U.S. Army Corps of Engineers'/National Marine Fisheries Service's *"Construction Guidelines in Florida for Minor Piling- Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat"* U.S. Army Corps of Engineers/National Marine Fisheries Service updated November 2017 (Attachment 11). For the purposes of SPGP, two uncovered boatlifts are allowed.

(i) If the pile supported structure is currently serviceable, repair and replacement may occur in the same footprint without completion of a benthic survey.

(ii) Boatlifts and minor structures in Monroe County may be installed within existing boat slips without completion of a SAV survey. Boatlift accessory structures, like catwalks, shall adhere to *"Construction Guidelines in Florida for Minor Piling- Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat"* U.S. Army Corps of Engineers/National Marine Fisheries Service updated November 2017 (Attachment 11) if a SAV survey has not been completed.

(iii) A marginal dock may be constructed a maximum of 5 feet overwater, as

measured from the waterward face (wet face) of the seawall).

(b) If a survey is performed in accordance with the methods described in the Procedure section of this document, section I.3, and SAV is present (including seagrass, tidal freshwater SAV and emergent vegetation), then the pile-supported structure must comply with, or provide a higher level of protection than, the protective criteria in the joint U.S. Army Corps of Engineers'/National Marine Fisheries Service's "Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat" U.S. Army Corps of Engineers/National Marine Fisheries Service updated November 2017 (Attachment 11). For the purposes of this permit, two uncovered boatlifts are allowed.

(i) If the pile supported structure is currently serviceable, repair and replacement may occur in the same footprint without completion of a benthic survey.

(ii) Boatlifts may be installed within existing boat slips without completion of a SAV survey.

(iii) A marginal dock may be constructed a maximum of 5 feet overwater, as measured from the waterward face (wet face) of the seawall).

(c) If a survey is performed in accordance with the methods described in the Procedure section of this document, section I.3, and SAV is absent (including seagrass, tidal freshwater SAV and emergent vegetation), then no design restrictions are required and boatlifts may include a cover.

(d) A pile supported structure

(i) that is located on a natural waterbody (i.e. outside an artificial waterway that was excavated for boating access and is bordered by residential properties); and

(ii) that is within the range of Johnson's seagrass (the range of Johnson's seagrass is defined as Turkey Creek/Palm Bay south to central Biscayne Bay in the lagoon systems on the east coast of Florida) but not within Johnson's seagrass critical habitat will be constructed to the following standards:

(iii) If no survey is performed in accordance with the methods described in the Procedure section of this document, section I.3, then seagrass is presumed present and the pile-supported structure must comply with or provide a higher level of protection than, the protective criteria in the joint U.S. Army Corps of Engineers'/National Marine Fisheries Service's "Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat" U.S. Army Corps of Engineers/National Marine Fisheries Service updated November 2017 (Attachment 11) with the sole exception of the number of allowable boat lifts. For the purposes of this permit, two uncovered boatlifts are allowed.

(e) If a survey is performed in accordance with the methods described in the

Procedure section of this document, section I.3, and SAV is present (including seagrass, tidal freshwater SAV and emergent vegetation), THEN pile-supported structure must comply with or provide a higher level of protection than, the protective criteria in the joint U.S. Army Corps of Engineers'/National Marine Fisheries Service's "Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat" U.S. Army Corps of Engineers/National Marine Fisheries Service updated November 2017 (Attachment II). For the purposes of this permit, two uncovered boatlifts are allowed.

(f) If a survey is performed in accordance with the methods described in the procedure section of this document, section I.3, and SAV is absent (including seagrass, tidal freshwater SAV and emergent vegetation), THEN no design restrictions are required and boatlifts may include a cover.

(g) A pile supported structure located within Johnson's seagrass critical habitat will be constructed to the following standards:

(i) If no survey is performed in accordance with the methods described in the Procedure section of this document, section I.3, then seagrass is presumed present and the pile-supported structure must comply with or provide a higher level of protection than, the protective criteria in the joint U.S. Army Corps of Engineers'/National Marine Fisheries Service's "Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat" U.S. Army Corps of Engineers/National Marine Fisheries Service updated November 2017 (Attachment II) with the sole exception of the number of allowable boat lifts. For the purposes of this permit, two uncovered boatlifts are allowed.

(ii) If a survey is performed in accordance with the methods described in the Procedure section of this document, section I.3, and SAV is absent and the project is

1. A dock replacement in the same footprint, no design restrictions are required.
2. A new dock or dock expansion THEN pile-supported structure must comply with or provide a higher level of protection than, the protective criteria in the joint U.S. Army Corps of Engineers'/National Marine Fisheries Service's "Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat" U.S. Army Corps of Engineers/National Marine Fisheries Service updated November 2017 (Attachment II). For the purposes of this permit, two uncovered boatlifts are allowed.

(iii) If a survey is performed in accordance with the methods described in the Procedure section of this document, section I.3, and SAV is present (including seagrass, tidal freshwater SAV and emergent vegetation), then pile-supported structure must comply with or provide a higher level of protection than, the protective criteria in the joint U.S. Army Corps of Engineers'/National Marine Fisheries Service's

"Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat" U.S. Army Corps of Engineers/National Marine Fisheries Service updated November 2017 (Attachment 11). For the purposes of this permit, two uncovered boatlifts are allowed.

20. North Atlantic Right Whale. The attached North Atlantic Right Whale Information Form (Attachment 30) describes the presence of North Atlantic right whales in the area and the Federal regulations governing the approach to North Atlantic right whales. The FDEP or Designee will attach the North Atlantic Right Whale Information Form to their authorizations for any dock project (new construction, repair, or replacement) at a private residence located within 11 nautical miles of an inlet that leads to areas within the known range of North Atlantic right whale. These zones, with an 11 nm radius, are described by the North Atlantic Right Whale Educational Sign Zones, Attachment 7 (from Section 2.1.1.4 of JAXBO, pages 31 and 32, inclusive). (Reference JAXBO PDC A2.4).
21. Educational Signs. For commercial, multi-family, or public facilities, and marine events, signs must be posted as described below (Reference: These replicate JAXBO PDCs A.2.2 and A.2.2.1 to A.2.2.3., inclusive, within the table PDCs Specific to Activity 2 - Pile Supported Structures and Anchored Buoys, starting on page 112.):
 - a. For commercial, multi-family, or public facilities, and marine events, signs must be posted in a visible location(s), alerting users of listed species in the area susceptible to vessel strikes and hook-and-line captures. The most current version of the signs that must be downloaded and sign installation guidance are available at: (<https://www.fisheries.noaa.gov/southeast/consultations/protected-species-educational-signs>). The signs required to be posted by area are stated below:
<https://www.fisheries.noaa.gov/southeast/consultations/protected-species-educational-signs>
 - (1) All projects in Florida shall use the Save Sea Turtle, Sawfish, and Dolphin sign. These signs shall include contact information to the sea turtle and marine mammal stranding networks and smalltooth sawfish encounter database.
 - (2) Projects within the North Atlantic right whale educational sign zone shall post the Help Protect North Atlantic Right Whales sign.
 - (3) On the east coast of Florida, projects located within the St. Johns River and those occurring north of the St. Johns River to the Florida-Georgia line shall post the Report Surgeon sign. On the west coast of Florida, projects occurring from the Cedar Key, Florida north to the Florida-Alabama line.
22. Monofilament Recycling Bins. For commercial, multi-family, or public facilities, monofilament recycling bins must be provided as described below (Reference: The below replicates PDC A.2.3 within the table PDCs Specific to Activity 2 - Pile

Supported Structures and Anchored Buoys, the PDC itself on page 113 of the JAXBO.):

a. For commercial, multi-family, or public facilities, monofilament recycling bins must be provided at the docking facility to reduce the risk of turtle or sawfish entanglement in, or ingestion of, marine debris. Monofilament recycling bins must:

(1) Be constructed and labeled according to the instructions provided at <http://mrrp.myfwc.com>.

(2) Be maintained in working order and emptied frequently (according to <http://mrrp.myfwc.com> standards) so that they do not overflow.

23. Lighting for docks installed within visible distance of ocean beaches. If lighting is necessary, then turtle-friendly lighting shall be installed. Turtle-friendly lighting is explained and examples are provided on the Florida Fish and Wildlife Conservation Commission website: <http://myfwc.com/wildlifehabitats/managed/sea-turtles/lighting/> (Reference: JAXBO PDC A2.8.).
24. Construction Location. Project construction shall take place from uplands or from floating equipment (e.g., barge); prop or wheel-washing is prohibited (Reference: JAXBO PDC A2.9.).
25. Aids to Navigation (ATONs). ATONs must be approved by and installed in accordance with the requirements of the U.S. Coast Guard (i.e., 33 C.F.R., chapter I, subchapter C, part 66, Section 10 of the Rivers and Harbors Act, and any other pertinent requirements) (Reference: JAXBO PDC A2.5.).
26. Aids to Navigation (ATONs) in Acropora critical habitat. The distance from ATONs to ESA-listed corals and Acropora critical habitat (Attachment 20) shall ensure there are no impacts to the corals or the essential feature of Acropora critical habitat from the movement of buoys and tackle. The appropriate distance shall be based on the size of the anchor chain or other tackle to be installed to secure the buoy to its anchor, particularly when the design of the ATON does not prohibit the contact of tackle with the marine bottom. In all cases, buoy tackle will include flotation to ensure there is no contact between the anchor chain or line and the marine bottom (Reference: JAXBO PDC A2.10.).
27. Within Loggerhead sea turtle critical habitat (Reference: JAXBO PDC A2.15.):
- (1) ATONs (pile-supported and anchored buoys) are allowed in nearshore reproductive habitat of the Northwest Atlantic Distinct Population Segment (NWA DPS) of loggerhead sea turtle critical habitat.
- (2) No other pile-supported structures are allowed in nearshore reproductive habitat.

General Conditions for All Projects:

1. The time limit for completing the work authorized ends on July 27, 2026.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature of the new owner on the enclosed form (Attachment 10) and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Further Information:

1. Limits of this authorization.
 - a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.
 - b. This permit does not grant any property rights or exclusive privileges.
 - c. This permit does not authorize any injury to the property or rights of others.
 - d. This permit does not authorize interference with any existing or proposed Federal projects.
2. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:
 - a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

- b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
 - c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
 - d. Design or Construction deficiencies associated with the permitted work.
 - e. Damage claims associated with any future modification, suspension, or revocation of this permit.
3. **Reliance on Applicant's Data:** The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.
 4. **Reevaluation of Permit Decision:** This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:
 - a. You fail to comply with the terms and conditions of this permit.
 - b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 3 above).
 - c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.
 5. Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CER 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.
 6. When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date the enclosed form.
 7. The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free

navigation of the navigable waters, the Permittee will be required, upon due notice from the U.S. Army Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal, relocation or alteration.

STANDARD MANATEE CONDITIONS FOR IN-WATER WORK
2011

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

- a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
- b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
- c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
- d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.
- e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3822. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3338) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at ImperiledSpecies@myFWC.com
- f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8 1/2" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at MyFWC.com/manatee. Questions concerning these signs can be sent to the email address listed above.

CAUTION: MANATEE HABITAT

All project vessels

IDLE SPEED / NO WAKE

When a manatee is within 50 feet of work
all in-water activities must

SHUT DOWN

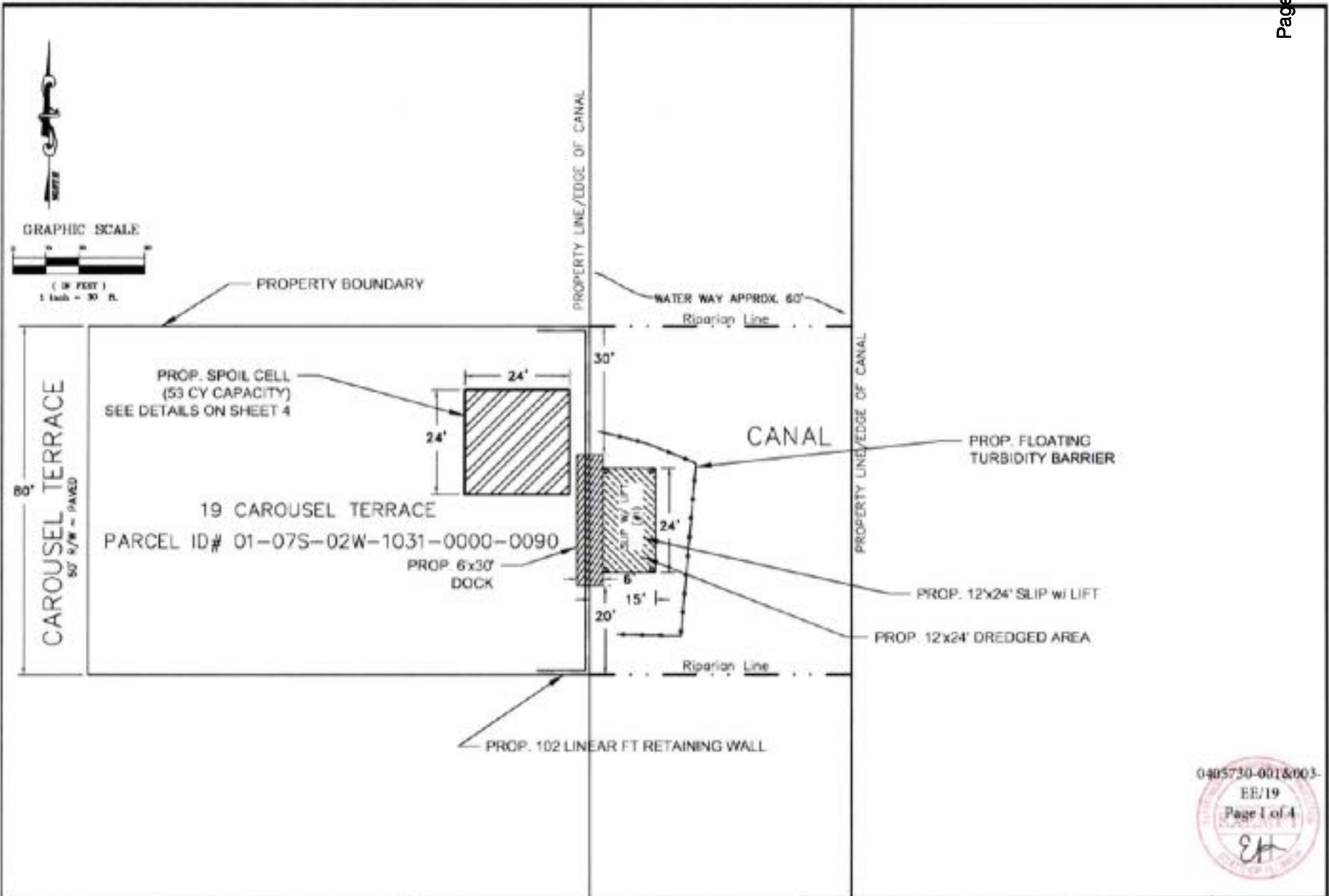
Report any collision with or injury to a manatee:

Wildlife Alert:



1-888-404-FWCC(3922)

cell *FWC or #FWC



Florida Environmental
& Land Services Inc.

221-4 DELTA COURT
TALLAHASSEE, FLORIDA 32303

850-385-6255 (VOICE) 850-385-6355 (FAX)

PROJECT

LAWSON DOCK

FRANKLIN COUNTY, FL

TITLE

PLAN VIEW
PROPOSED CONDITIONS

PAGE:

1

DATE

7-26-2021

BY:

BCW

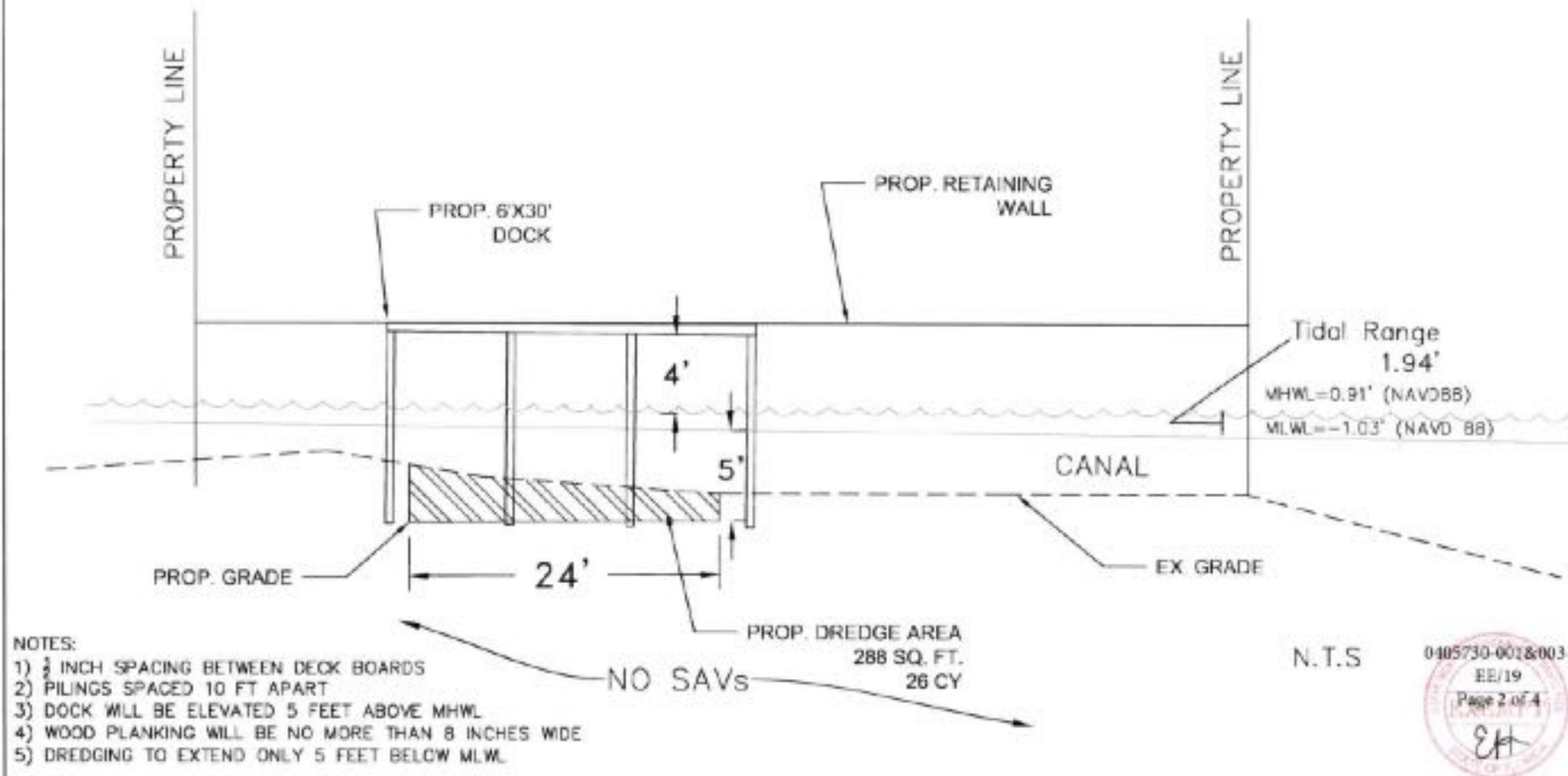
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OF: 4



Florida Environmental
& Land Services Inc.

221-4 DELTA COURT
TALLAHASSEE, FLORIDA 32303

850-385-6255 (VOICE) 850-385-6355 (FAX)

PROJECT

LAWSON DOCK

FRANKLIN COUNTY, FL

TITLE

SECTION VIEW
PROPOSED CONDITIONS

DATE

7-26-2021

BY:

BCW

CHK:

EP

PROJECT

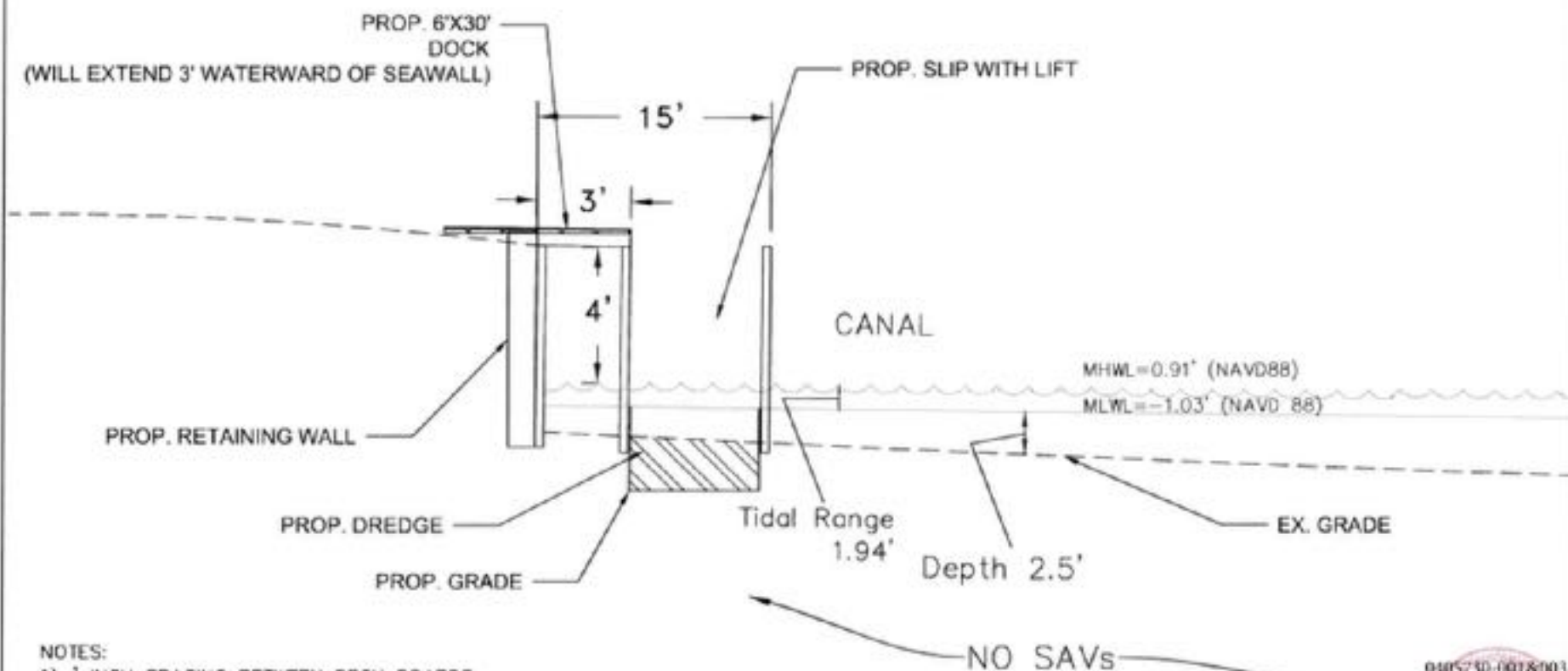
21-1902

PAGE:

2

OF: 4

PROPERTY LINE/EDGE OF CANAL



NOTES:

- 1) $\frac{1}{2}$ INCH SPACING BETWEEN DECK BOARDS
- 2) PILINGS SPACED 10 FT APART
- 3) DOCK WILL BE ELEVATED 5 FEET ABOVE MHWL
- 4) WOOD PLANKING WILL BE NO MORE THAN 8 INCHES WIDE
- 5) DREDGING TO EXTEND ONLY 5 FEET BELOW MLWL



Florida Environmental
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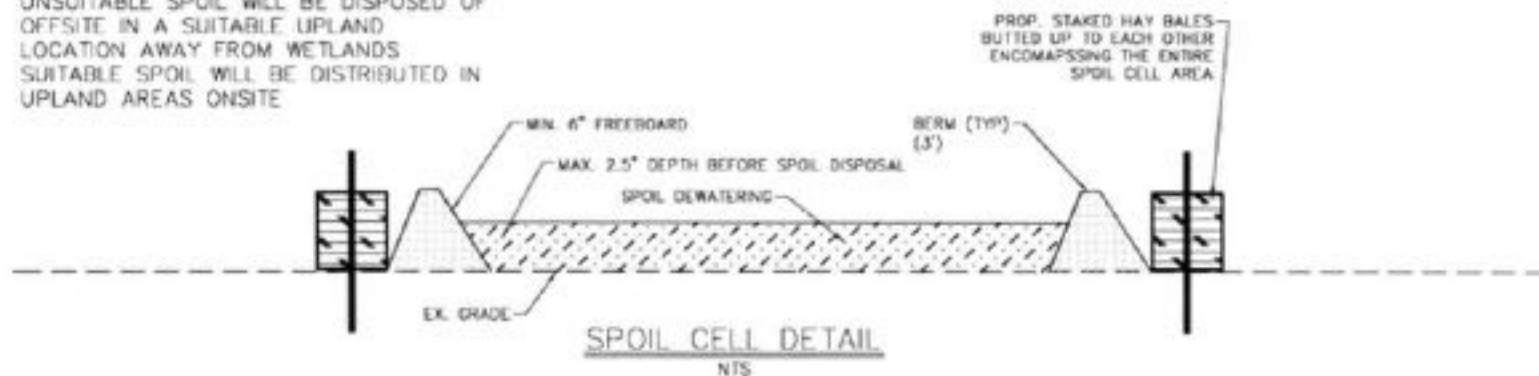
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OF: 4

NOTE:

UNSUITABLE SPOIL WILL BE DISPOSED OF
OFFSITE IN A SUITABLE UPLAND
LOCATION AWAY FROM WETLANDS
SUITABLE SPOIL WILL BE DISTRIBUTED IN
UPLAND AREAS ONSITE



Florida Environmental
& Land Services Inc.

221-4 DELTA COURT
TALLAHASSEE, FLORIDA 32303

850-385-6255 (VOICE) 850-385-6355 (FAX)

PROJECT

LAWSON DOCK

FRANKLIN COUNTY, FL

TITLE

**DETAIL
PROPOSED CONDITIONS**

DATE

7-26-2021

BY:

BCW

CHK:

EP

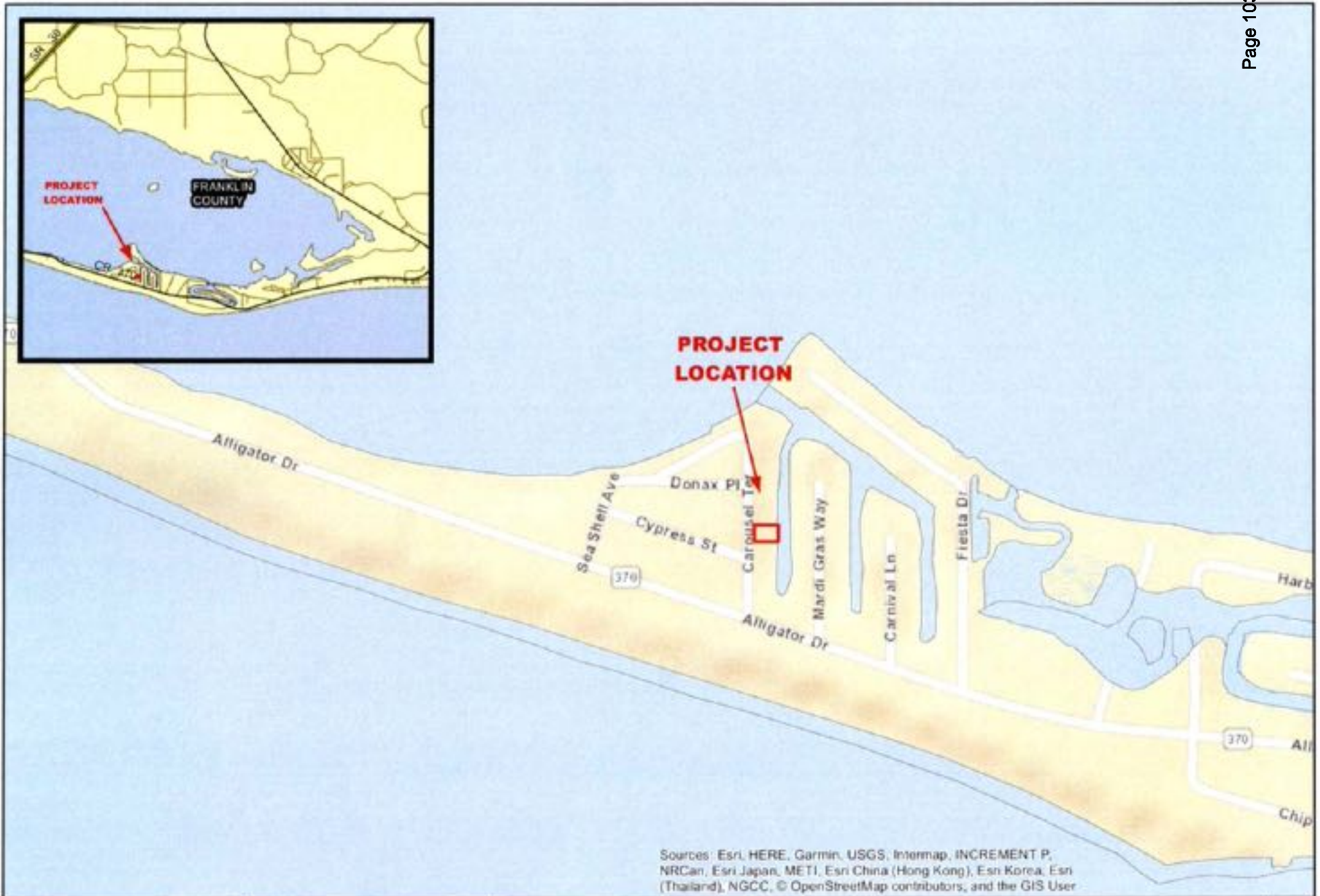
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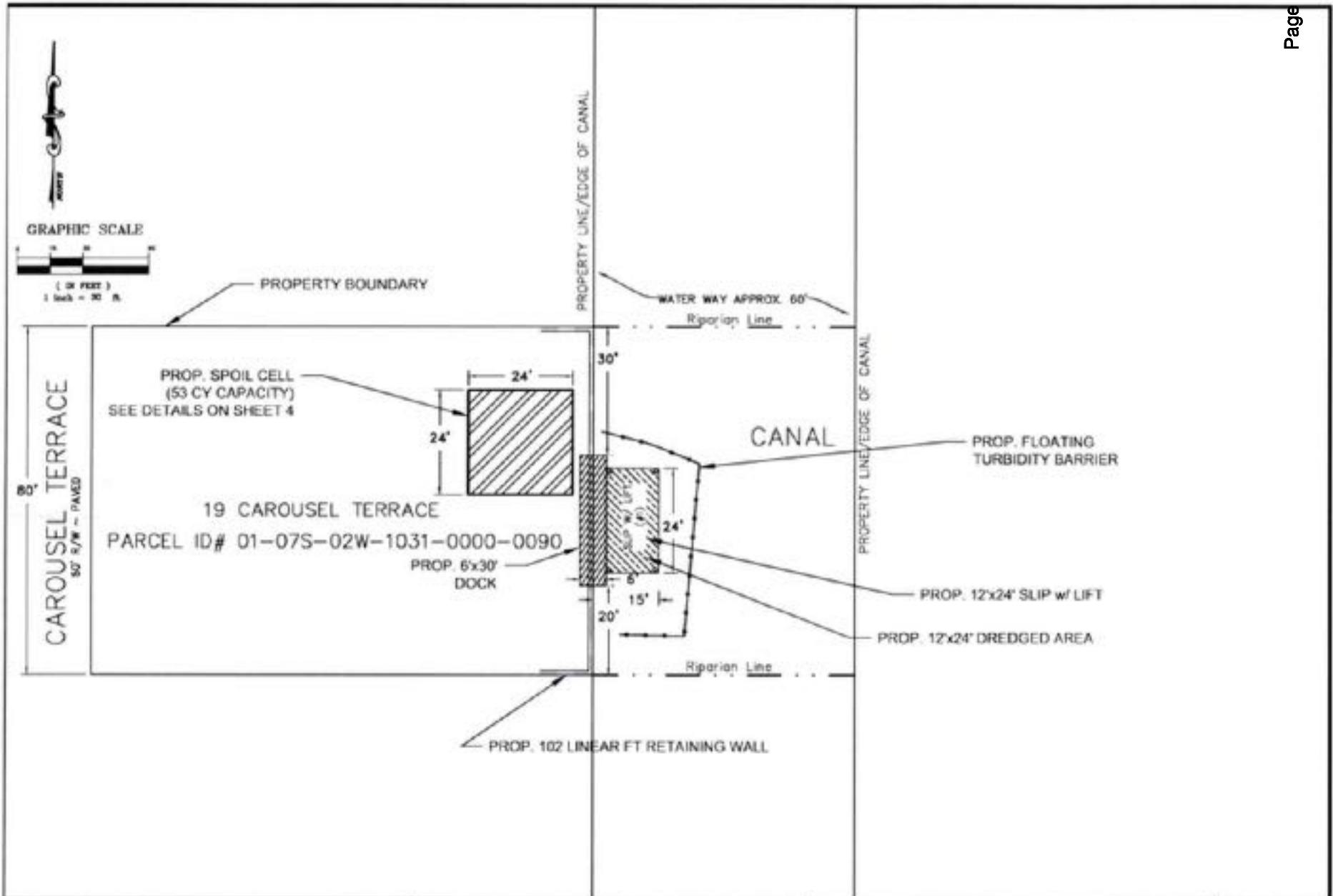
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OF: 4



 <div>Florida Environmental & Land Services Inc. 221-4 DELTA COURT TALLAHASSEE, FL 32303 (850) 385-6255</div>	PROJECT:	TITLE:				<div><div><div></div></div> Parcel Boundary (0.21 Acres)</div> <div><div>N</div><div><div></div><div></div><div></div><div></div></div></div> <div>0 225 450 900 1,350 Feet</div> <div>PIN #01-07S-02W-1031-0000-0090</div>	Page
	19 Carousel Terrace	Figure 1- Location Map					1
	FRANKLIN COUNTY, FLORIDA	DATE:	BY:	CHECK:	FELST PROJECT #	Of	
		5/17/2021	NC	EP	21-1902	1	





Florida Environmental
& Land Services Inc.

221-4 DELTA COURT
TALLAHASSEE, FLORIDA 32303

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FRANKLIN COUNTY, FL

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PLAN VIEW
PROPOSED CONDITIONS

DATE

7-26-2021

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BCW

CHK:

EP

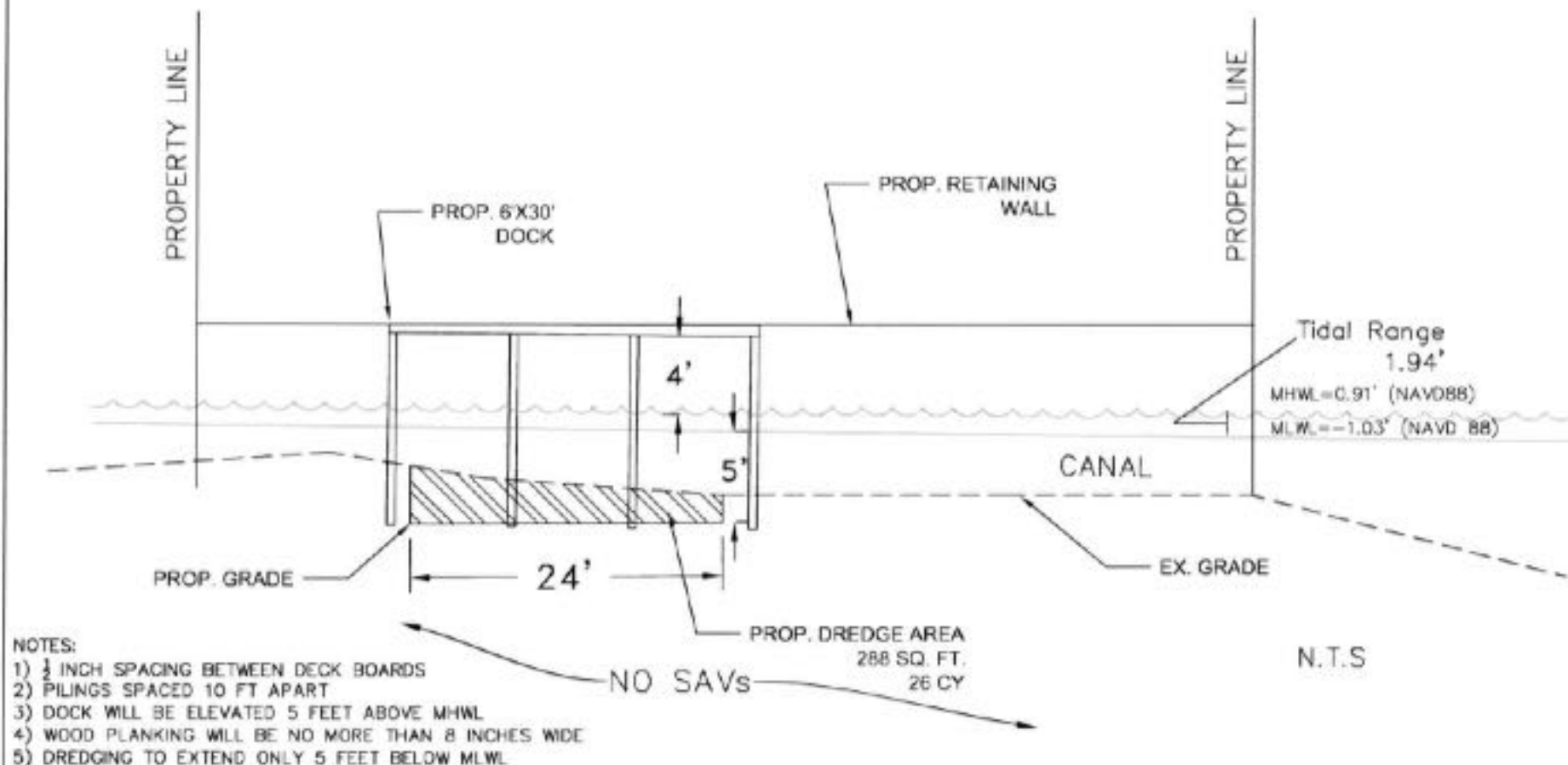
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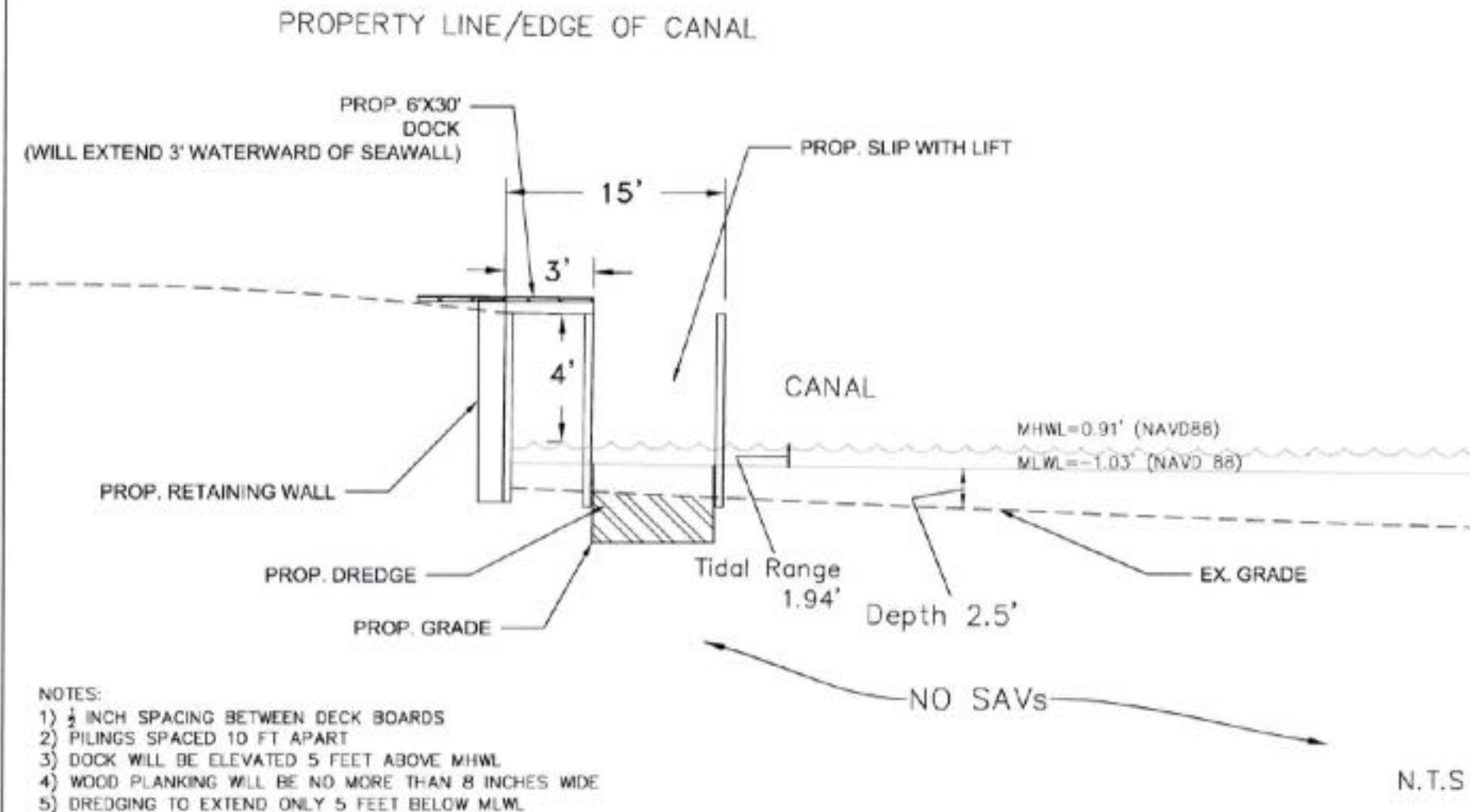
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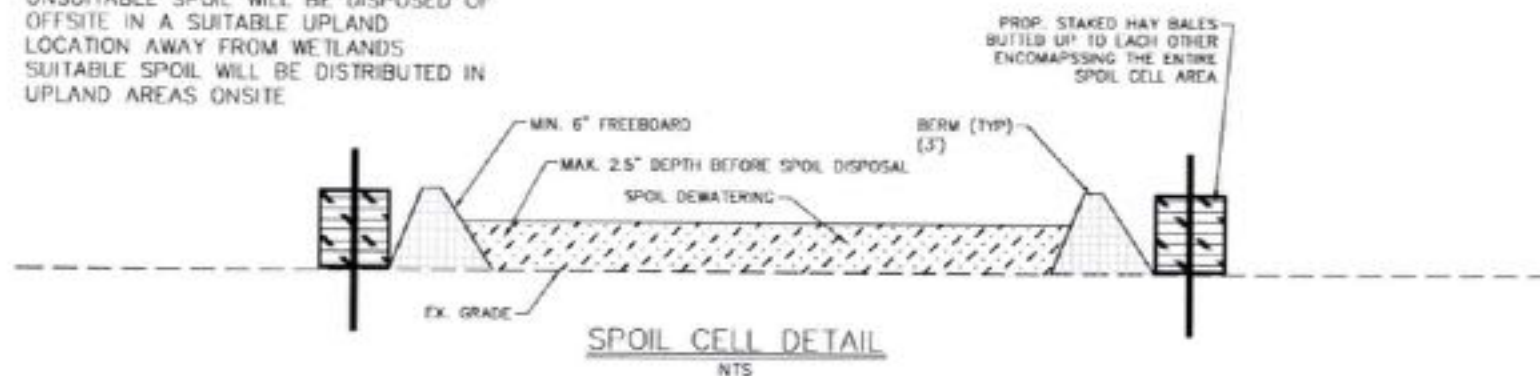
OF: 4





NOTE:

UNSUITABLE SPOIL WILL BE DISPOSED OF
OFFSITE IN A SUITABLE UPLAND
LOCATION AWAY FROM WETLANDS
SUITABLE SPOIL WILL BE DISTRIBUTED IN
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LAWSON DOCK

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DETAIL
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BCW

CHK:

EP

PROJ:

21-1902

PAGE:

4

OF: 4

APPLICATION FOR SUBDIVISION SKETCH PLAT APPROVAL

DATE: 9/14/21

PROPOSED SUBDIVISION NAME: Miller's Landing

AGENT'S NAME: Thurman Raddenberry, Surveyor

ADDRESS: P.O. Box 100, 125 Sheldon St.,
Seale, AL 36358

TELEPHONE NUMBER: (850) 962-2538

OWNER'S NAME: Melinda M. Canell & Vicki L. Williams

ADDRESS: 8393 Inman Dr., Tallahassee, FL 32312

TELEPHONE NUMBER: (850) 545-3596

WHAT IS THE RELATIONSHIP OF APPLICANT TO OWNER? None

LOCATION OF PROPOSED SUBDIVISION: Donak Village, FL

AREA OF PROPOSED SUBDIVISION: Donak Village, U.S. 98 ACRES: 2.01

CURRENT ZONING: R-1A

CURRENT LAND USE CLASSIFICATION: Residential

CURRENT USE OF THE SITE: Vacant Land

PLEASE NOTE: PLANNING AND ZONING COMMISSION MAKES RECOMMENDATIONS TO THE FRANKLIN COUNTY BOARD OF COMMISSIONERS REGARDING YOUR APPLICATION. ALL APPLICANTS ARE NOTIFIED THAT IF YOUR APPLICATION IS DENIED, IT SHALL NOT BE RESUBMITTED FOR ONE YEAR. ALSO, ANY PERSON WISHING TO APPEAL THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION OR THE DECISION OF THE FRANKLIN COUNTY BOARD OF COUNTY COMMISSION ARE RESPONSIBLE TO ENSURE THAT A VERBATIM TRANSCRIPT OF THE PROCEEDINGS IS MADE.

I hereby certify, as a representative for Melinda Canell & Vicki Williams, that the information given is true and accurate to the best of our knowledge.

Agent's Signature: [Signature]

Owner's Signature: Melinda M. Canell, Vicki L. Williams

TO BE FILLED IN BY PLANNING OFFICIAL

Major or Minor Subdivision: _____

Planning & Zoning Commission Recommendation: _____ Date: _____

Board of County Commissioners Action: _____ Date: _____

Comments: _____

**CHECKLIST OF INFORMATION REQUIRED FOR
SKETCH PLAT APPROVAL**

- ☒ NAME OF PROPOSED SUBDIVISION
- ☒ NORTH ARROW
- ☒ GRAPHIC & WRITTEN SCALE
- ☒ BOUNDARY SURVEY & LEGAL DESCRIPTION
- ☒ CURRENT ZONING
- ☒ NUMBER OF ACRES & NUMBER OF PROPOSED LOTS
- ☒ PRELIMINARY STREET & LOT LAYOUT
- ☒ VICINITY MAP SHOWING ALL LAND WITHIN 100 FEET OF PROPOSED SUBDIVISION

AND

- ☒ 1. AREA PROPOSED FOR DEVELOPMENT
- ☒ 2. SURROUNDING STREETS
- ☒ 3. PUBLIC FACILITIES
- ☒ 4. ADJACENT WETLANDS
- ☒ 5. ADJACENT SUBDIVISIONS, IF ANY
- ☒ 6. SURROUNDING PROPERTY OWNERS




_____ A STATEMENT REGARDING AVAILABILITY AND SOURCE OF POTABLE WATER
AND HOW SEWER AND STORMWATER WILL BE HANDLED.



Overview



Legend

-  Parcels
-  Roads
-  City Labels

Parcel ID	12-075-04W-0000-0370-0000	Alternate ID	04W07512000003700000	Owner Address	CARROLL MELINDA M & WILLIAMS VICKI LYNN AS JOINT TENANTS W/R/O/S 8393 INVERNESS DRIVE TALLAHASSEE, FL 32312
Sec/Twp/Rng	12-75-4W	Class	VACANT		
Property Address	2332 HIGHWAY 98 E	Acreage	2		
District	6				
Brief Tax Description	A PARCEL BEING 2 AC M/L (Note: Not to be used on legal documents)				

Date created: 4/29/2021
Last Data Uploaded: 4/29/2021 3:02:22 AM


Developed by  Schneider
GEOSPATIAL

EXHIBIT G: CONCEPTUAL SITE PLAN


LIGHTHOUSE PARK, ST. GEORGE ISLAND, FRANKLIN COUNTY FLORIDA





NEW / ALTERATIONS / RENOVATIONS WITH THIS GRANT:


 New Inclusive Playground with surface accessibility enhancements and shade, incl. seating/benches for area


EXISTING FACILITIES NOT ALTERED WITH THIS GRANT AND OTHER PARK ELEMENTS:

 Existing facilities not altered by this project: A. Lighthouse Keeper's Museum, B. Lighthouse, C. Restroom, D. Restroom, E. Visitor's Center, F. Basketball Court, G. Picnic Pavilion, H. Picnic Pavilion

 Demolition and removal of existing deteriorated non-inclusive playground equipment

 Existing handicapped access mobi-mat path to the beach

 Coastal Construction Control Line (CCL)

 Parcel Boundary



EXCERPT OF PLANNING WORKSHOP MINUTES

PRESENT: Mitch Griner, Chairman
Ben Houston, Member
David Duncan, Member
Jim Morris, Member
Alex Skovronsky, Member
Joey Tranato, Member

Chairman Mitch Griner opened the Planning Workshop Session of the Regular Advisory Board Meeting and turned the floor over to Erin Griffith who stated that the purpose of the workshop was for the County to receive feedback from the Planning Board on two proposed FRDAP funding applications.

Erin Griffith first discussed:

1. SGI PLAYGROUND IMPROVEMENTS AT LIGHTHOUSE PARK which is an Inclusive Playground with Surfacing and Shade, a \$200,000 Grant Application

In recent years the county has replaced existing restrooms with an enlarged, code-compliant facility; replaced picnic tables and benches; and added mobi-mats from the east side parking lot to the beach at Lighthouse Park. The proposed playground improvements will lie southeast of the lighthouse and will be located landward of the coastal construction control line. The improvements will be designed specific to our area by including play equipment representing some of the area's popular native species, such as sea turtles and dolphin. Signage will educate the public on coastal ecosystems and include a rip tide warning system. Surfacing will provide a cool, pest free surface for children. Shade will protect against dangerous U-V rays while cooling the ambient temperature. Nearby seating will enable caregivers to remain close to children at play.

The existing deteriorated playground sits seaward of the coastal construction control line and has served the area for many years with minimal play equipment, no surfacing beyond natural sand and native grass, no shade, and no nearby seating for adults. The area is currently not accessible for wheelchairs or carriages and contains no inclusive equipment. The county will remove and demolish the existing playground equipment should the new playground be funded.

It is important to Franklin County to provide facilities that are inclusive for all ages and physical abilities of park users. Inclusive recreational facilities encourage physical activity and provide access to a healthy outdoor lifestyle for residents and visitors alike.

Erin Griffith requested comments, input and recommendation to move forward from Planning Members -

The members of the Planning Board expressed support for the project, mentioned how busy the park location was, commented on the different types of shade structures that could be used at the playground, and thought an inclusive playground was a great project. During public comment, audience member Bill Mills introduced himself as the vice president of the St. George Island Civic Club

and he mentioned that they had begun fundraising efforts to assist in the development of the inclusive playground and their membership was very supportive of the concept.

Chairman Mitch Griner of the Planning Board then concluded the first project discussion and Erin Griffith then discussed the second project application:

2. VROOMAN PARK BALLFIELD IMPROVEMENTS which is the renovation of two primary baseball fields (including drainage improvements for those fields and replacement of all fencing), the addition of an accessibility enhanced sidewalk connecting the parking area to the concession area and dugouts, and renovation of batting cage, a \$200,000 Grant Application

Vrooman Park is a popular sports facility in Eastpoint. The sports complex offers three lighted baseball fields, one T-ball field, a concession stand, dugouts, restrooms, basketball court, walking path and a playground.

Over five years ago, the county received a \$50,000 FRDAP grant to add the T-ball field, and improve the playground and pavilion. The park fields are difficult to play on at this time due to the fields staying wet due to improper drainage. The county's engineer has recommended that the two primary fields be elevated by about 6" which would entail a substantial amount of fill, sod, and clay, replacement of the irrigation system for the two fields, replacement of the perimeter fencing with drainage improvements (whether swales or French drains) along the exterior perimeter between the fencing and the path around the park and the access path to the dugouts and concession area. Renovation of the batting cage and dugouts are also included with this grant application as the concrete block structures are at the end of useful life and in need a full roof replacement.

One enhancement that is badly needed at this location is a 6' access sidewalk for those with mobility impairments to be able to access the park facilities, restrooms are at the back of the Concession Building and the bleachers between the fields are inaccessible by wheelchair or carriage.

The county has applied for a FRDAP grant to assist in remediation of the issues mentioned above – the park is a core component of the county's recreational sports facilities and the field and accessibility improvements will aid in keeping children and families physically active and outdoors.

Erin Griffith then requested comments, input and recommendation to move forward from Planning Members.

The members of the Planning Board expressed support for the project, mentioned how badly the park location needed to be redone and how it was heavily used by many children and families in the community. The Planning Board also recognized the need for additional land in the future for park expansion and liked the concept of adding accessibility improvements. The Planning Board thought that the Vrooman Park Improvements was an excellent project and should move forward.

Chairman Mitch Griner then adjourned the workshop at 7:41 p.m.

Mitch Griner, Chairman

Attest:

Cortni Bankston, Zoning Administrator

EXHIBIT G: CONCEPTUAL SITE PLAN
VROOMAN PARK, FRANKLIN COUNTY FLORIDA



NEW / ALTERATIONS / RENOVATIONS WITH THIS GRANT:

- ■ ■ ■ ■ Proposed handicapped access and drainage improvements
- ■ ■ ■ ■ Replacement of field fencing after handicapped access and drainage improvements along fence lines
- ■ ■ ■ ■ Renovation of existing batting cage, renovation of 4 existing dugouts for primary fields 1 and 2
- ■ ■ ■ ■ Renovation of Field 1 and Field 2

EXISTING FACILITIES NOT ALTERED WITH THIS GRANT:

- ■ ■ ■ ■ Existing fencing not altered by this project
- ■ ■ ■ ■ Existing facilities not altered by this project
- ■ ■ ■ ■ Parcel Boundary



11203 JOHN GALT BLVD
OMAHA, NE 68137-2384
(402) 553-0101

Sales Order Agreement

to: Election Date: To be Agreed Upon by the Parties

Estimated Delivery Date: ~~September 2021~~ → **OCTOBER**

Customer Contact Title: Heather C. Riley - Supervisor of Elections

Phone Number: 850-853-9500

Customer Name: Franklin County, Florida

Fax Number: N/A

Type of Sale: ☒ NEW

Type of Equip: ☒ NEW ☐ REFURBISHED

Bill To: _____

Ship To: _____

Franklin County, Florida

Franklin County, Florida

Heather C. Riley - Supervisor of Elections

Heather C. Riley - Supervisor of Elections

47 Avenue F

47 Avenue F

Apalachicola, FL 32320

Apalachicola, FL 32320

Item	Description	Qty	Price	Total
1	ExpressVote BMD ExpressVote BMD Terminal with Internal Backup Battery, ADA Keypad, Headphones, Power Supply with AC Cord, and One (1) Standard 4GB Memory Device	10	\$3,325.00	\$33,250.00
2	ExpressVote BMD Soft-Sided Carrying Case	10	\$175.00	\$1,750.00
3	ExpressVote BMD Equipment Installation	1	\$1,700.00	\$1,700.00
4	Services Project Management Day	1	\$1,700.00	\$1,700.00
5	Trade-In Allowance Equipment Being Traded-In by Customer Includes: 10 - AutoMARK Voter Assist Terminal	1	(\$2,000.00)	(\$2,000.00)
6	Shipping Shipping & Handling	1	\$350.00	\$350.00

Order Subtotal \$ 36,750.00

Customer Discount (\$1,250.00)

Order Total \$ 35,500.00

Freight Billable: yes ☒ no ☐

Gene Reata

Regional Sales Manager

Heather Riley
Customer Signature

8/30/21
Date

Robert J. Lisk
V.P. of Finance

08/31/2021
Date

Supervisor of Elections
Title

REF # FRANKLIN CO.

Trade-In Equipment:

ESS&S will coordinate and pay for the pickup and transportation of the trade-in equipment from Customer's site on a date to be mutually agreed upon by the parties. ESS&S is responsible for preparing, packaging and palletizing the trade-in equipment for shipment.

3263

ADA VOTING EQUIPMENT X10
001.20.S11.6403

ES&S APPROVAL REQ 10/19/21 MEETING

Sales Order Agreement

Payment Terms

100% of Order Total due on or before November 1, 2021.

Invoices are due net 30 from invoice date.

Note 1: Any applicable state and local taxes are not included, and are the responsibility of the Customer.

Note 2: In no event shall Customer's payment obligations hereunder, or the due dates for such payments, be contingent or conditional upon Customer's receipt of federal and/or state funds.

Warranty Period (Years):

One (1) Year From Equipment Delivery

Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period)

The terms, conditions, and pricing for the Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period) are set forth in Exhibit A attached hereto.

SEE EQUIPMENT PURCHASE AND SOFTWARE LICENSE TERMS

EQUIPMENT PURCHASE AND SOFTWARE LICENSE TERMS

1. **Equipment Purchase and Software License Terms.** Subject to the terms and conditions of this Agreement, ES&S agrees to sell and/or license, and Customer agrees to purchase and/or license, the ES&S Equipment, ES&S Software and ES&S Firmware described on the front side of this Agreement. The ES&S Firmware and ES&S Software are collectively referred to hereinafter as the "ES&S Software". The payment terms for the ES&S Equipment and ES&S Software are set forth on the front side of this Agreement. The consideration for ES&S grant of the license during the Initial Term for the ES&S Firmware is included in the cost of the ES&S Equipment.

a. **Equipment Purchase.** Subject to the terms and conditions of this Agreement, ES&S agrees to sell, and Customer agrees to purchase, the ES&S Equipment. Title to the ES&S Equipment shall pass to Customer when Customer has paid ES&S the total amount set forth on the front side of this Agreement for the ES&S Equipment.

b. **Grant of Licenses.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer nonexclusive, nontransferable licenses for its term (see full time, part time or temporary employees to use the ES&S Software and any and all written or electronic documentation furnished or generally made available to licensees by ES&S relating to the ES&S Software, including any operating instructions, user manuals or training materials) and, collectively, the "Documentation" in the jurisdiction where Customer is using the ES&S Equipment and timely pays the applicable annual ES&S Software License, Maintenance and Support fees set forth on Schedule A1. The licenses allow such bona fide employees to use and copy the ES&S Software (in object code only) and the Documentation, in the course of operating the ES&S Equipment and solely for the purposes of defining and conducting elections and tabulating and reporting election results in the jurisdiction.

2. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:

- Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software;
- Cause or permit any use, display, loan, publication, transfer of possession, sub-licensing or other dissemination of the ES&S Software or Documentation, in whole or in part, to or by any third party without ES&S' prior written consent; or
- Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent; or
- Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the ES&S Software (except finished ballots by ballot printers selected by Customer) in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code stock.

3. **Term of License.** The licenses granted in Section 1(b) shall commence upon the delivery of the ES&S Software described in Section 1(b) and shall continue for a one (1) year period (the "Initial License Term"). Upon expiration of the Initial License Term, the license shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of the annual software license and software maintenance and support fees set forth on the front side of this Agreement. ES&S may terminate either license if Customer fails to pay the consideration due for, or breaches Sections 1(b), 2, or 8 with respect to, such license. Upon the termination of either of the licenses granted in Section 1(b) for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or if requested by ES&S, destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

4. **Updates.** During the Initial License Term or any License Renewal Term for which Customer has paid the associated renewal fees, ES&S may provide new releases, upgrades or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule defined by ES&S. Customer is solely responsible for obtaining and purchasing any upgrades or Third-Party items required to operate the Updates, as well as the cost of any replacements, retrofit or modifications to the ES&S Equipment which may be necessary in order to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Updates to the ES&S Equipment Firmware will be incorporated by ES&S into a regularly scheduled preventive maintenance event at no additional charge to Customer. If this foregoing is not acceptable to Customer and subject to Customer's prior execution of a purchase order therefore, ES&S shall charge to install the Updates to the ES&S Equipment Firmware. ES&S shall also charge Customer at its then-current rates to: (i) train Customer on Updates, if such training is requested by Customer and (ii) if applicable, provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Notwithstanding the foregoing, Customer shall pay ES&S to install election management software Updates. If applicable, Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install the most recent Update provided to it by ES&S. If Customer proposes changes in the ES&S Software to ES&S, such proposals will become ES&S' property. ES&S may, in its sole discretion, elect to make or not to make such changes without reference or compensation to Customer or any third party. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of ES&S Software in accordance with applicable law. In the event that any Updates are required due to changes in state law, ES&S reserves the right to charge Customer for the following:

- the total cost of any third-party items that are required in order to operate the Updates;
- the total cost of any replacements, retrofits or modifications to the ES&S Equipment contracted for herein that may be developed and offered by ES&S in order for such ES&S Equipment to remain compliant with applicable laws and regulations; and
- Customer's pro-rata share of the costs of developing, developing and/or certification by applicable federal and state authorities of such state mandated Updates.

Customer's pro-rata share of the costs included under subsection (i) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state in which ES&S has sold and/or licensed the Equipment and/or Licensed Software purchased and licensed by Customer under this Agreement. Customer shall pay ES&S the entire costs incurred for design, development and certification of any Update which is required due to a change in local law or is otherwise requested or required by Customer.

5. **Delivery, Risk of Loss.** The Estimated Delivery Dates and First Election Use (if any) set forth on the front side of this Agreement are estimates and may only be expedited or delayed, as applicable,

by the parties, in a written amendment to this Agreement, because of delays in receiving the Agreement, changes requested by Customer, product availability and other events. ES&S will notify Customer of such revisions as soon as ES&S becomes aware of such revisions. Risk of loss for the ES&S Equipment and ES&S Software shall pass to Customer when such items are delivered to Customer's designated location. Upon transfer of risk of loss to Customer, Customer shall be responsible for obtaining and maintaining sufficient casualty insurance on the ES&S Equipment and ES&S Software and shall name ES&S as an additional insured thereunder and, at ES&S' request, shall deliver written evidence thereof to ES&S until all amounts payable to ES&S under this Agreement have been paid by Customer.

6. **Warranty.**

a. **ES&S Equipment/ES&S Software.** ES&S warrants that for a one (1) year period (the "Warranty Period"), it will repair or replace any component of the ES&S Equipment or ES&S Software which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects; or (ii) is defective in material or workmanship. The Warranty Period will commence upon delivery. The Warranty shall not include the repair or replacement of any ES&S Equipment components that are contained in the normal course of operating the ES&S Equipment, including, but not limited to, headphones and telephone protective covers, printer cartridges or ribbons, paper, batteries, drums, lenses, waives, transfer balls, removable media storage devices, seals, keys, power supplies/cables, PCMCIA, Smart, or CF cards or memory devices (collectively, the "Consumables"). ES&S may modify and make available additional Consumables as they may become available from time to time. ES&S has no obligation under this Agreement to assume the obligations under any existing or expired warranty for a Third Party item. Any repaired or replaced item of ES&S Equipment or ES&S Software shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the ES&S Equipment or ES&S Software will become the property of ES&S. This warranty is effective provided that (i) Customer notifies ES&S within three (3) business days of the discovery of the failure of performance or defect and is otherwise in compliance with its obligations hereunder; (ii) the ES&S Equipment or ES&S Software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by ES&S; (iii) the ES&S Equipment or ES&S Software to be repaired or replaced has been maintained or repaired by an individual other than an ES&S Representative; (iv) the ES&S Equipment or ES&S Software to be repaired or replaced has not been used, displayed, disseminated, transferred, loaned, disassembled, dismantled, modified, and/or tampered with by a third party without ES&S' prior written consent; (v) the ES&S Equipment or ES&S Software to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, use which is not in accordance with instructions or specifications furnished by ES&S or causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreaks of communicable disease; quarantines; national or regional emergencies; labor disputes; transportation delays; governmental regulations and utility or communication interruptions; and (vi) Customer has installed and is using the most recent update provided to it by ES&S. This warranty is void for any parts of equipment which: (i) have not been stored or operated in a temperature range according to their specifications; (ii) have been severely handled so as to cause mechanical damage to the unit; or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product. The terms of post-warranty license, maintenance and support are set forth on Exhibit A.

b. **Exclusive Remedies/Disclaimer.** IN THE EVENT OF A BREACH OF SUBSECTION 6(a) ES&S' OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTION, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, IN THE EVENT CUSTOMER DECLINES ES&S' INSTALLATION AND ACCEPTANCE TESTING SERVICES OR IN ANY WAY AT ANY TIME ALTERS, MODIFIES OR CHANGES ANY EQUIPMENT, SOFTWARE, THIRD PARTY ITEMS AND/OR NETWORK (COLLECTIVELY "SYSTEM") CONFIGURATIONS WHICH HAVE BEEN PREVIOUSLY INSTALLED BY ES&S OR WHICH ARE OTHERWISE REQUIRED IN ACCORDANCE WITH THE CERTIFIED VOTING SYSTEM CONFIGURATION, ALL WARRANTIES OTHERWISE PROVIDED HEREUNDER WITH RESPECT TO THE SYSTEM PURCHASED, LEASED, RENTED AND/OR LICENSED UNDER THIS AGREEMENT SHALL BE VOID AND OF NO FURTHER FORCE AND EFFECT.

7. **Limitation Of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the ES&S Equipment or ES&S Software or (b) the user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (i) Customer's failure to timely or properly install and use the most recent update provided to it by ES&S or (ii) Customer's decision not to receive, or to terminate, the Hardware Maintenance Services or the ES&S Software Maintenance and Support.

8. **Proprietary Rights.** Customer acknowledges and agrees as follows:

ES&S owns the ES&S Software, all Documentation and training materials provided by ES&S, the design and configuration of the ES&S Equipment and the format, layout, measurements, design and all other technical information associated with the ballots to be used with the ES&S Equipment. Customer has the right to use the aforementioned items to the extent provided in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S. Customer shall keep the ES&S Software and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices that are set forth on the ES&S Equipment, the ES&S Software, the Documentation, training materials and ballots that are provided, and all permitted copies of the foregoing.

9. **Termination.** This Agreement may be terminated, in writing, at any time by either party if the other party breaches any material provision hereof and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching party.

10. **Disputes.**



Franklin County, Florida
Purchase Proposal Quote
Submitted by Election Systems & Software

Purchase Solution Includes		
Quantity	Item Description	Price
Tabulation Hardware		
10	ExpressVote Ballot Marking Devices	
10	ExpressVote BMDs (includes: Power Adapter, Internal Disk, Battery, VGA Display, Headphones, Power Supply with AC Cord, and One (1) Standard 5740 Memory Cartridge)	113,200.00
10	Self-Admin Case	11,750.00
Electron Services		
1	Implementation Services (Does not include Coding, Write Files or JSTs)	11,750.00
2	Project Management	
3	Testperson Installation	51,750.00
5	1 Year Hardware and Software Warranty	Included
4	Shipping & Other	
4	Shipping and Handling	\$900.00
1	Customer Demo Kit	(1,100.00)
1	Vote In Absence System & being tested for by Customer facilities	(12,000.00)
	10,000,000	
Total Purchase Solution		\$37,650.00
Payment Terms		
Amount Due prior to October 15, 2011		\$37,650.00
Annual Post-Warranty License and Maintenance and Support Fees		
(Fees are Based Upon a 5-Year Cashless Commitment to Subscriber to the Following Services)		
Annual Post-Warranty Hardware Maintenance and Support Fees		
10	100% ExpressVote BMDs (includes: Power Adapter with Annual Maintenance)	\$1,000.00
Annual Post-Warranty Election System and Maintenance and Support Fees		
10	Hardware License - ExpressVote	\$650.00
Total Annual Post-Warranty License and Maintenance and Support Fees		\$1,650.00

Remarks:

1. This quote is an estimate only and subject to final contract and approval by both ES&S and the customer.
2. Items sold for 30 days and then subject to change.
3. Any equipment (City & State) sales taxes have not been included. Shipping and are the responsibility of the customer.
4. Subject to state, municipal, jurisdictional, procedural or regulatory laws to the contrary, the above selling information is confidential, proprietary and trade secret information of ES&S and is intended solely for the use of the customer and not to be disclosed to third parties. This information may not be disclosed or reproduced without prior written permission of ES&S.
5. The quantity of goods for days reflects a reasonable estimate for implementation and related equipment provisions. Quantity may change depending on specific customer needs.
6. ES&S will coordinate the shipping and installation of the items to your site and has to ensure that the items are successfully agreed upon by the parties. ES&S is responsible for providing, packaging and shipping the items to your site for delivery.

FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS

DEPARTMENT/CONSTITUTIONAL OFFICE: Supervisor of Elections

2021/2022 CAPITAL IMPROVEMENT PLAN REQUEST

DESCRIPTION OF NEED	COST ESTIMATE	PRIORITY
		1 URGENT (IMMEDIATE, WITHIN ONE YEAR) 2 HIGH (1-2 YEARS) 3 MEDIUM (2-3 YEARS) 4 LOW (3-5 YEARS)
ADA accessible voting equipment	35,500.00	1

*Capital Outlay or Capital Improvements/Repairs expected to cost more than \$15,000

Heather Riley
Authorized Signature

6/10/21
Date

NOTICE OF AWARD

Date of Issuance: October 19, 2021

Owner: **Franklin County Board of County Commissioners** Owner's Contract No.: **FPID No. 429854-2-58-01**
Engineer: **Dewberry** Engineer's Project No.: **007.108**
Project: **CR 370/Alligator Drive Multi-Use Path Phase 1** Contract Name:
Bidder: **Pigott Asphalt and Sitework, LLC**
Bidder's Address: **12 Asphalt Way, Crawfordville, Florida 32327**

TO BIDDER:

You are notified that Owner has accepted your Bid dated 8/16/2021,
2021 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:
CR 370/Alligator Drive Multi-Use Path Phase 1.

The Contract Price of the awarded Contract is: \$ 479,67800

3 unexecuted counterparts of the Agreement accompany this Notice of Award.

☒ a set of the Drawings will be delivered separately from the other Contract Documents.

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

1. Deliver to Owner [3] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

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

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **Franklin County Board of County Commissioners**

Authorized Signature

By: Ricky D. Jones

Title: **Chairman, Franklin County Board of County Commissioners**

Copy: Engineer

FRANKLIN COUNTY

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



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

NOTICE OF AWARD

Date of Issuance: October 19, 2021

Owner: Franklin County Board of County Commissioners

Engineer: Dewberry Engineers

Project: CR 370/Alligator Drive Multi-Use Path Phase I

FPID No. 429854-2-68-01

CEI: AECOM Technical Services, Inc.

CEI Address: 180 South Cherry Street, Unit D
Monticello, Florida 32344

To AECOM Technical Services:

You are notified that the Franklin County Board of County Commissioners has accepted your proposal to perform CEI services on the above referenced project. Attached is a copy of the proposed contract for the CEI services. Please sign and return the contract within 10 days.

Owner: Franklin County Board of County Commissioners

Ricky D. Jones, Chairman

cc: Engineer

FINANCIAL PROJECT ID:	
COUNTY PROJECT NO.:	
PROJECT NAME (Front):	CR 370 Multi Unit Plan George Mason to Gulf Shore Blvd
COUNTY:	Freshman
PROJECT TYPE & DESCRIPTION:	Multi Unit Plan
DATE PREPARED:	05/15/2021
Construction Value:	150
Office Proposal to use AECOM's Memorandum office as no cost to the County.	

[illegible]

Item No.	Personal Classification	Max. Months	Max. Hours	Hourly Rate (Max.)	Total Salary Cost	Percent of Overtime	Overtime Man Hours	Overtime Salary Cost	Premium Overtime Rate	Premium Overtime Cost	Estimated TWO Total Cost
1	CEI Senior Project Engineer/Project Manager	0.20	3,100	\$ 10.58	\$ 6,196.40	-	-	\$ -	\$ -	\$ -	\$ 6,196.40
2	CEI Project Administrator/Contract Support Specialist	0.50	12.00	\$ 11.18	\$ 14,075.76	-	-	\$ -	\$ -	\$ -	\$ 14,075.76
3	CEI Senior Inspector/Senior Engineer Team	0.22	15.00	\$ 9.23	\$ 15,070.78	-	-	\$ -	\$ 16.50	\$ -	\$ 16,070.70
4	CEI Senior Plant Inspector	-	-	-	\$ -	-	-	\$ -	\$ 16.50	\$ -	\$ -
5	CEI Assistant Compliance Specialist	0.60	9.00	\$ 6.06	\$ 6,717.94	-	-	\$ -	\$ -	\$ -	\$ 6,717.94
6	CEI Inspector	1.00	16.00	\$ 59.67	\$ 10,510.56	-	-	\$ -	\$ 12.43	\$ -	\$ 10,735.55
7	-	-	-	\$ -	\$ -	-	-	\$ -	\$ -	\$ -	\$ -
8	-	-	-	\$ -	\$ -	-	-	\$ -	\$ -	\$ -	\$ -
9	Verification Materials Testing Lab Fees - Advanced (Non-Engineering)	-	-	\$ -	\$ -	-	-	\$ -	\$ -	\$ -	\$ 1,500.00
10	-	-	-	\$ -	\$ -	-	-	\$ -	\$ -	\$ -	\$ -
11	-	-	-	\$ -	\$ -	-	-	\$ -	\$ -	\$ -	\$ -
12	-	-	-	\$ -	\$ -	-	-	\$ -	\$ -	\$ -	\$ -
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32	-	-	-	\$ -	\$ -	-	-	\$ -	\$ -	\$ -	\$ -
33	-	-	-	\$ -	\$ -	-	-	\$ -	\$ -	\$ -	\$ -
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NOTE: That is a linking amount T&M project assignment. In the event the limiting amount cap is reached, a change order will be processed to add additional funding to the contract. If no supplemental funding is available, the Consultant is not obligated to continue work per the contract and scope of services.

FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS
R E S O L U T I O N

WHEREAS, the Florida Department of Transportation has proposed to enter into a Local Agency Program (LAP) Supplemental Agreement with the Franklin County Board of County Commissioners to increase the funding for the multi-use path on County Road 370 (Alligator Drive) from Tom Roberts Road to Gulf Shore Boulevard, and

WHEREAS, the Florida Department of Transportation requires Franklin County to submit a resolution authorizing the chairman to sign the LAP Supplemental Agreement,

NOW, THEREFORE, BE IT RESOLVED BY THE FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS that the Local Agency Program Supplemental Agreement #1 (FPN 429854-2-58-01 and FPN 429854-2-68-01) between the Florida Department of Transportation and the Franklin County Board of County Commissioners to increase the funding for the project from \$369,773 to \$533,401 is hereby approved and the Chairman of the Board is hereby authorized to sign the LAP Supplemental Agreement #1.

Done this 19th day of October, 2021, at a regular meeting of the Franklin County Board of County Commissioners at Apalachicola, Florida.

FRANKLIN COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____
Ricky D. Jones, Chairman

ATTEST:

Michele Maxwell, Clerk

(Seal)

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

525-010-32
PROGRAM MANAGEMENT
03/19

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:

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 AGREEMENT**
ADJUSTED EXHIBIT "B". SCHEDULE OF FINANCIAL ASSISTANCE

325-010-32
 PROGRAM MANAGEMENT
 00119

Page of

RECIPIENT NAME & BILLING ADDRESS: Franklin County Board of County Commissioners
 33 Market Street Suite 203
 Apalachicola, Florida 32320

FINANCIAL PROJECT NUMBER: 429854-2-58-01
 429854-2-68-01

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
Design FY: (Insert Program Name) FY: (Insert Program Name) FY: (Insert Program Name)						
Total Design Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Right-of-Way FY: (Insert Program Name) FY: (Insert Program Name) FY: (Insert Program Name)						
Total Right-of-Way Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Construction FY: 2021 (Transportation Alternative) FY: 2022 (Transportation Alternative) FY: (Insert Program Name)	\$323,132.00	\$0.00 \$159,548.00	\$323,132.00 \$159,548.00			\$323,132.00 \$159,548.00
Total Construction Cost	\$323,132.00	\$159,548.00	\$479,678.00	\$ 0.00	\$ 0.00	\$479,678.00
Construction Engineering and Inspection (CEI) FY: 2021 (Transportation Alternative) FY: 2022 (Transportation Alternative) FY: (Insert Program Name)	\$46,641.00	\$0.00 \$7,082.00	\$46,641.00 \$7,082.00			\$46,641.00 \$7,082.00
Total CEI Cost	\$46,641.00	\$7,082.00	\$53,723.00	\$ 0.00	\$ 0.00	\$53,723.00
(Insert Phase) FY: (Insert Program Name) FY: (Insert Program Name) FY: (Insert Program Name)						
Total Phase Costs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL COST OF THE PROJECT	\$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



Dewberry Engineers Inc. | 850.227.7200
324 Marina Drive | 850.227.7216 fax
Port Saint Joe, FL 32456 | www.dewberry.com

October 12, 2021

Franklin County BOCC
Attn: Ricky Jones, Chairman
33 Market Street, Suite 203
Apalachicola, FL 32320

RE: County Road 67 Phase II – FPID 440644-2-54-01
Professional Services Fee Proposal

Dear Mr. Jones,

Dewberry Engineers Inc. is pleased to provide this proposal for professional services for the County Road 67 Phase II Widening and Resurfacing Project. It is our understanding this project consists of the survey, design, permitting, and preparation of construction plans for roadway widening and resurfacing along County Road 67 from the Crooked River Bridge to State Forestry Road 166. The design will include the widening of the travel lanes (2'), flexible pavement design, evaluation/replacement of existing drainage structures, signing and pavement markings, and preparation of contract documents and technical specifications necessary for bidding.

Included is **Attachment A** which details our scope of work and associated fees along with the Terms and Conditions provided in **Attachment B**. Dewberry proposes to provide the services described in the attached Scope of Work for a lump sum fee of **\$153,610.00**.

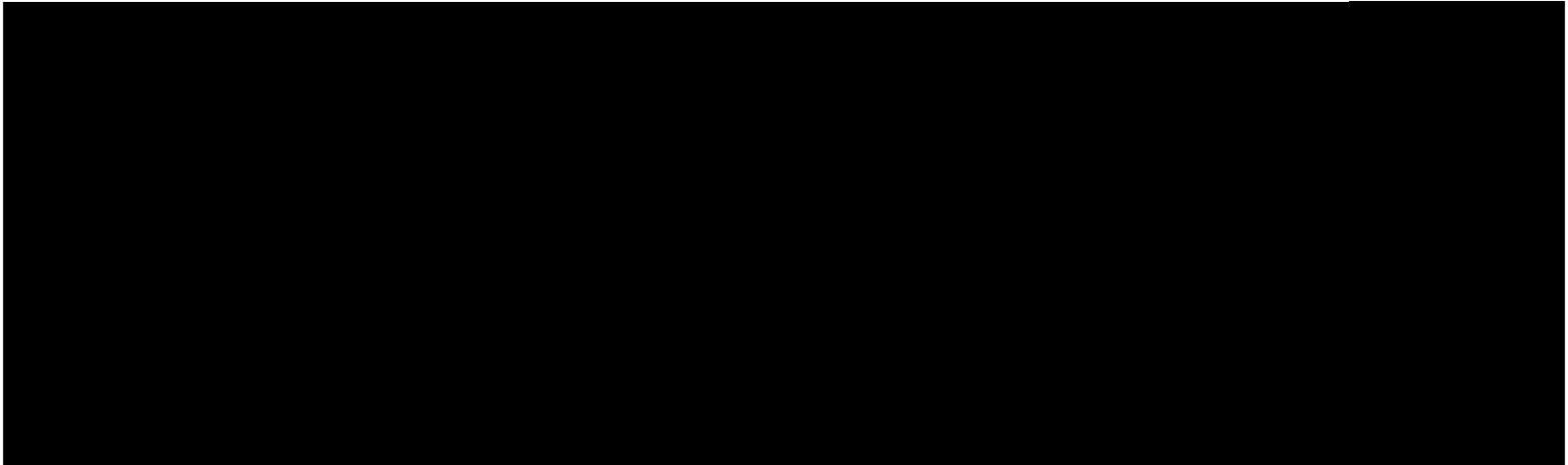
If this Agreement is acceptable to the County, please execute and return to our Port St. Joe office. We appreciate the opportunity to provide engineering services for Franklin County. Should you have questions or need additional information, please contact me at 850.354.5187 or at jbaxley@dewberry.com.

Sincerely,
DEWBERRY

Josh Baxley, P.E.
Associate, Branch Manager

Cc: Mr. Mark Curenton, Franklin County Planner (via email markc@franklincountyflorida.com)

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5. Coordinate the mitigation process, if necessary.
 6. Respond to requests for additional information from all reviewing agencies.
- 



23. **Integration Clause.** The Agreement represents the entire agreement of the parties. No prior representations, statements, or inducements made by either us, you, or the respective agents of either, that is not contained in the Agreement shall enlarge, modify, alter, or otherwise vary the written terms of the Agreement unless they are made in writing and made a part of the Agreement by attachment, incorporated by reference in the Agreement or signed or initialed on behalf of both parties.
24. **Notice.** Any notices issued to us shall be sent to our project manager with a copy sent via email to Notices@dewberry.com or mailed to 8401 Arlington Blvd, Fairfax VA 220131, Attn: Director of Contracts.



Dewberry Engineers Inc. | 850.227.7200
324 Marina Drive | 850.227.7215 fax
Port Saint Joe, FL 32456 | www.dewberry.com

October 12, 2021

Franklin County BOCC
Attn: Ricky Jones, Chairman
33 Market Street, Suite 203
Apalachicola, FL 32320

RE: County Road 67 Phase III – FPID 440644-3-34-01
Professional Services Fee Proposal

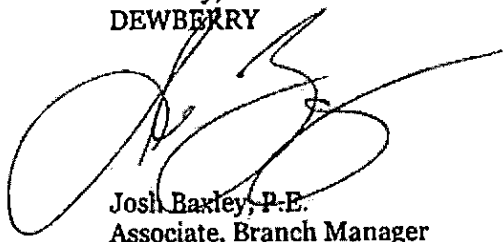
Dear Mr. Jones,

Dewberry Engineers Inc. is pleased to provide this proposal for professional services for the County Road 67 Phase III Widening and Resurfacing Project. It is our understanding this project consists of the survey, design, permitting, and preparation of construction plans for roadway widening and resurfacing along County Road 67 from the State Forestry Road 166 to State Forestry Road 172. The design will include the widening of the travel lanes (2'), flexible pavement design, evaluation/replacement of existing drainage structures, signing and pavement markings, and preparation of contract documents and technical specifications necessary for bidding.

Included is **Attachment A** which details our scope of work and associated fees along with the Terms and Conditions provided in **Attachment B**. Dewberry proposes to provide the services described in the attached Scope of Work for a lump sum fee of **\$142,069.00**.

If this Agreement is acceptable to the County, please execute and return to our Port St. Joe office. We appreciate the opportunity to provide engineering services for Franklin County. Should you have questions or need additional information, please contact me at 850.354.5187 or at jbaxley@dewberry.com.

Sincerely,
DEWBERRY



Josh Baxley, P.E.
Associate, Branch Manager

Cc: Mr. Mark Curenton, Franklin County Planner (via email marke@franklincountyflorida.com)

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Attachment A
Scope of Work/Agreement

October 12, 2021

This Agreement is entered into this _____ day of _____ 2021, between **Franklin County** known hereinafter as CLIENT, and Dewberry Engineers Inc.

This Agreement defines the terms under which Dewberry shall provide professional services to CLIENT.

SCOPE OF PROFESSIONAL SERVICES

Task A. SURVEYING SERVICES

1. Establish primary and secondary horizontal control at intervals not to exceed 1,000'
2. Establish vertical control for use in cross sections, DTM & drainage surveys and future construction activities
3. Establish alignment of County Road 67 from State Forestry Road 166 to State Forestry Road 172.
4. Reference alignment from State Forestry Road 166 to State Forestry Road 172. Task includes all changes in direction (Curve PI's not set or referenced) and intervals not to exceed 1000'.
5. Locate all visible improvements within the right of way including but not limited to fences, driveways, side streets, signs, drainage structures, guardrails, wood lines, above ground utilities, wetland boundaries, etc.
6. Perform cross sections at 100' intervals along tangent sections. Curve sections to be acquired at P.C., P.T., 50' before and after curve and at 50' intervals within curves
7. Survey section lines that intersect alignment or depict ties to alignment on existing right of way maps
8. Survey adjacent subdivision blocks as needed to support alignment retracement
9. Provide work zone safety as required by the FDOT Surveying & Mapping Handbook
10. Perform research of existing right of way documents, maps, adjoining plats and parcel deeds to assist in right of way calculations
11. Prepare Project Network Control sheets for inclusion in construction plans
12. Implement a Quality Assurance/Quality Control Plan. Attend survey review meetings and provide revisions as needed to review comments. Perform verification of the field conditions as related to the collected survey data

Task B. ENVIRONMENTAL SERVICES

1. Research existing National Wetland Inventory maps and perform detailed site delineation to determine extents of wetland and other surface waters
2. Prepare and submit NFWFMD permit application as necessary
3. Prepare and submit ACOE permit application including 8.5" x 11" Dredge and Fill Sketches
4. Attend pre application meeting with NFWFMD and ACOE.
5. Coordinate the mitigation process, if necessary.
6. Respond to requests for additional information from all reviewing agencies.

Task C. ENGINEERING SERVICES

1. Design and plans preparation will be in accordance with the following standards:
 - a. The Florida Green Book
 - b. The FDOT Design Manual
 - c. The FDOT Standard Plans
 - d. The Manual on Uniform Traffic Control Devices (MUTCD)
 - e. The Americans with Disabilities Act

2. Prepare and submit the Typical Section Package to include a transmittal letter, location maps, typical sections and project control sheets
3. Prepare and submit the Flexible Pavement Design in accordance with the FDOT Pavement Design Manual
4. Evaluate existing cross slopes and superelevations to determine if minimum and maximum cross slope requirements are met throughout the project limits
5. Prepare and submit the required details showing the method of cross slope and superelevation correction (variable depth milling or overbuild)
6. After review of existing project features, prepare and submit Design Variations or Exceptions to the County for review/approval
7. Prepare and submit a 3R report documenting existing roadway conditions and providing corresponding design recommendations
8. Perform a line item quantity takeoff including supporting documentation and develop estimated number of construction days and recommend a total construction contract time
9. Prepare a Traffic Control Plan to include construction phasing of roadways ingress/egress to
10. Prepare Key Sheet, Summary of Pay Items, Typical Section sheets including necessary details, General Notes/Pay Item Notes Sheet, Summary of Quantities, Project Layout, Roadway Plan/Profile Sheets, Driveway details/profiles, and Cross Section Sheets.
11. Prepare drainage maps showing delineated areas to each cross drain
12. Evaluate the condition of existing culverts, cross drains, and side drains for extension/replacement/correction. Storm pipes that are replaced/extended will receive new end treatments
13. Review locations of side drains for broken end treatments and evaluate for potential safety hazards to determine if reconstruction is needed
14. Analyze the hydraulic design and performance of existing cross drains to determine if they are structurally sound and can be extended
15. Analyze proposed improvements to existing roadside ditches to determine impacts to capacity, longitudinal grade adjustments, and flow changes
16. Identify all utility companies in the project corridor by calling Sunshine 811 and coordinating with the companies during the design process. Coordination will include assessment for relocation options of above ground utility installations that have been struck three times within the latest 5 year period, preparation of a Utility Conflict Matrix for all utilities which may be impacted by construction activities, provide plan sets to the Utility Companies for their review, and add identified utility locations into the plans
17. Perform a No Passing Zone Study in accordance with the Manual on Uniform Traffic Studies
18. Evaluate existing signage to determine the need for additional signs, correcting redundant or conflicting signage, and the replacement of damaged signs
19. Prepare Signing and Pavement Marking Sheets
20. Evaluate guardrail and guardrail end anchorage assemblies for conformance to Standards for type, height, and offset to travel lanes and hazards. Prepare details to replace/extend guardrail as required
21. Prepare a Stormwater Pollution Prevention Plan
22. Provide electronic sets of 90% Plans, Specifications, and probable cost of construction for the County and FDOT's review
23. Provide electronic and two sets of 100% signed and sealed Construction Plans, Specifications, and probable cost of construction
24. Provide one copy of the signed and sealed Design Book

PROFESSIONAL SERVICES FEES SUMMARY

Task A: Surveying Services	\$ 29,960.70
Task B: Environmental Services	\$ 10,450.00
Task C: Engineering Services	\$ 101,658.30
TOTAL PROPOSED LUMP SUM FEE:	\$ 142,069.00

Services not included in this proposal are as follows:

1. Prepare Community Awareness Plan
2. Development of project website
3. Post design updates to plans
4. Permit application fees
5. Preparation of NEPA documentation
6. Cultural Resource Assessment Survey
7. Signalization design/modifications
8. Sidewalk design
9. As built survey
10. Construction stakeout

We sincerely appreciate you giving Dewberry the opportunity to be of service. If you have any questions or need additional information, please contact Josh Baxley at 850.354.5187 or at jbaxley@dewberry.com.

DEWBERRY

324 Marina Drive
Port St. Joe, Florida 32456

By: 

Name and Title: Josh Baxley, P.E., Associate, Branch Manager

Date: October 12, 2021

FRANKLIN COUNTY

33 Market Street, Suite 203
Apalachicola, FL 32320

By: _____

Name and Title: Ricky Jones, Chairman

Date: _____

Cc: Mr. Mark Curenton, Franklin County Planner (via email markc@franklincountyflorida.com)

**ATTACHMENT B
STANDARD TERMS AND CONDITIONS**

These Standard Terms and Conditions ("STCs") are incorporated by reference into the foregoing agreement or proposal, along with any future modifications or amendments thereto made in accordance with Paragraph 23 below (the "Agreement") between Dewberry ("we" or "us" or "our") and its client ("you" or "your") for the performance of services as defined in our proposal ("Services"). These STCs are fully binding upon you just as if they were fully set forth in the body of the Agreement, and shall supersede any term or provision elsewhere in the Agreement in conflict with these STCs.

1. **Period of Offer.** Unless we decide, in writing, to extend the period for acceptance by you of our proposal, you have 90 days from our proposal date to accept our proposal. We have the right to withdraw the proposal at any time before you accept. Delivery of a signed proposal—whether original or copy—to us constitutes your acceptance of the proposal, including attachments expressly incorporated into the proposal by reference. The proposal and incorporated attachments shall constitute the entire Agreement between you and us. If you request us to render Services before you deliver a signed proposal to us, and we render Services in accordance with the proposal, you agree that the proposal and these STCs constitute the Agreement between you and us even if you fail to return a signed proposal to us.
2. **Scope of Services.** For the fee set forth in the Agreement, you agree that we shall only be obligated to render the Services expressly described in the Agreement. Our Services shall not be construed as providing legal, accounting, or insurance services. Unless the Agreement expressly requires, in no event do we have any obligation or responsibility for:
 - a. The correctness or completeness of any document which was prepared by another entity.
 - b. The correctness or completeness of any drawing prepared by us, unless it was properly signed and sealed by a registered professional on our behalf.
 - c. Favorable or timely comment or action by any governmental entity on the submission of any construction documents, land use or feasibility studies, appeals, petitions for exceptions or waivers, or other requests or documents of any nature whatsoever.
 - d. Taking into account off-site circumstances other than those clearly visible and actually known to us from on-site work.
 - e. The actual location (or characteristics) of any portion of a utility which is not entirely visible from the surface.
 - f. Site safety or construction quality, means, methods, or sequences.
 - g. The correctness of any geotechnical services performed by others, whether or not performed as our subcontractor.
 - h. The accuracy of earth work estimates and quantity take-offs, or the balance of earthwork cut and fill.
 - i. The accuracy of any opinions of construction cost, financial analyses, economic feasibility projections or schedules for the Project.Should shop drawing review be incorporated into the Services, we shall pass on the shop drawings with reasonable promptness. Our review of shop drawings will be general, for conformance with the design concept of the Project to which this Agreement relates ("Project") and compliance with the information given in the construction documents, and will not include quantities, detailed dimensions, nor adjustments of dimensions to actual field conditions. Our review shall not be construed as permitting any departure from contract requirements nor as relieving your contractor of the sole and final responsibility for any error in details, dimensions or otherwise that may exist.
3. **Your Oral Decisions.** You, or any of your directors, officers, partners, members, managers, employees or agents having apparent authority from you, may orally: (a) make decisions relating to Services or the Agreement; (b) request a change in the scope of Services under the Agreement; or (c) request us to render additional Services under the Agreement, subject to our right to require you to submit the request in writing before your decision or request shall be considered to have been effectively made. You may, at any time, limit the authority of any or all persons to act orally on your behalf under this Paragraph 3, by giving us seven (7) days advance written notice.
4. **Proprietary Rights.** The drawings, specifications and other documents prepared by us under this Agreement are instruments of our service for use solely for the Project and, unless otherwise provided, we shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright and rights to any Dewberry trademarks. Upon payment in full for our Services, you shall be permitted to retain copies, including reproducible copies of our instruments of service for information and reference for the Project. Our instruments of service shall not be used by you or others on other projects for any reason or for completion or modification of this Project by other professionals, unless you enter into a written agreement with us allowing for such use. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication inconsistent with our reserved rights. You shall defend, indemnify and hold us harmless, and release us, from any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, arising out of any use (including, without limitation, the means or media of transfer, possession, use, or alteration) of our instruments of service by (i) you, if such use is inconsistent with our reserved rights or this Paragraph 4, or (ii) any third party, regardless of the manner of use, if such third party received our instruments of service directly or indirectly from you (including if we or others have transmitted such instruments of service to the third party at your request or direction, for your benefit, or, and without limiting the foregoing, pursuant to a contractual obligation that is directly or indirectly derived (or flowed down) from a contract to which you have privity).
5. **Fees and Compensation.** If you request us to render services not specifically described in the Agreement, or, if we or anyone in our employ, is called upon to be deposed or to testify in a matter in which we are not a named party, that relates to the Project, you agree to compensate us for such services in accordance with the hourly rates as set forth on Attachment A of this Agreement or in any subsequently effective schedule, unless otherwise agreed in writing. If no compensation rate is set forth on Attachment A, or through written agreement between you and us, we shall be compensated for such services at our then current hourly rates. We may unilaterally increase our lump sum or unit billing rates on each anniversary of your acceptance of this Agreement by as much as five percent or the percentage increase in the CPI-W (U.S. Department of Labor Consumer Price Index-Washington), whichever is greater. Hourly rates are subject to periodic revision at our discretion.
6. **Period of Service.** The provisions of this Agreement and the compensation provided for under the Agreement have been established in anticipation of the orderly and continuous progress of the Project. Our obligation to render the Services will extend only for that period which may reasonably be required to complete the Services in an orderly and continuous manner and we may then, at our sole option, terminate the Agreement.
7. **Reimbursable Expenses.** Unless the Agreement otherwise provides, you shall reimburse us, or our affiliates, for all expenses we incur to render the Services for you under this Agreement, plus fifteen percent. We may submit invoices for reimbursable expenses separately from invoices for Services.
8. **Payment Terms.** We may submit invoices at any time to you for Services and for reimbursable expenses incurred. Invoices are payable within 30 days of the invoice date, and you agree to pay a finance charge of 1½% per month on any unpaid balance not received by us within 30 days of the invoice date. If you require payment via credit card, Dewberry will assess a 3% processing fee on the total amount invoiced. Invoices may be based either upon our estimate of the proportion of the total Services actually completed at the time of billing for lump sum or fixed fee services, or in the case of hourly services, upon rendering of the Services. If any invoice is not paid within 30 days of the invoice date, we shall have the right either to suspend the performance of our Services until all invoices more than 30 days past due are fully paid or to terminate the agreement and to initiate proceedings to recover amounts owed by you. Additionally, we shall have the right to withhold from you the possession or use of any drawings or documents prepared by us for you under this or any other agreement with you until all delinquent invoices are paid in full. You shall not offset payments of our invoices by any amounts due, or claimed to be due for any reason. If you do not give us written notice disputing an invoice within 20 days of the invoice date, the invoice shall conclusively be deemed correct. All payments made by you should specify the invoice numbers being paid. If we receive payments that do not specify the invoices being paid, you agree that we may apply payments in our sole discretion. Time is of the essence of your payment obligations; and your failure to make full and timely payment shall be deemed a material breach.
9. **Information from You and Public Sources.** You shall furnish us all plans, drawings, surveys, deeds and other documents in your possession, or that come into your possession, which may be related to the Services, and shall inform us in writing about all special criteria or requirements related to the Services (together, "Information"). We may obtain deeds, plats, maps and any other information filed with or published by any governmental or quasi-governmental entity (together, "Public Information"). Unless we are engaged in writing as an additional service to independently verify such, we may rely upon Information and Public Information in rendering Services. We shall not be responsible for errors or omissions or additional costs arising out of our reliance on Information or Public Information. You agree to give prompt notice to us of any development or occurrence that affects the scope or timing of Services, or any defect in the final work submitted by us, or errors or omissions of others as they are discovered. We shall not be responsible for any adverse consequence arising in whole or in part from your failure to provide accurate or timely information, approvals and decisions, as required for the orderly progress of the Services.
10. **Plan Processing.** We may submit plans and related, or other, documents to public agencies for approval. However, it may be necessary, in order to serve your interests and needs, for us to perform special processing, such as attending meetings and conferences with different agencies, hand carrying plans or other documents from agency to agency, and other special services. These special services are not included in the basic fee and shall be performed as additional services on an hourly fee basis in accordance Paragraph 5 above.

11. **Meetings and Conferences.** To the extent the Agreement provides, we will attend meetings and conferences that you, or your representatives, reasonably require. Furthermore, we will meet on an as-needed basis with public agencies that might be involved in the Project. Because we cannot forecast the scope and nature of these meetings and conferences, we will perform meeting and conference services on an hourly fee basis in accordance with our applicable hourly rate schedule.
12. **Your Claims.** You release us from, and waive, all claims of any nature for any and all errors or omissions by us related to our performance under this Agreement, or in the performance of any supplementary services related to this Agreement, unless you have strictly complied with all of the following procedures for asserting a claim, as to which procedures time is of the essence:
- a. You shall give us written notice within 10 days of the date that you discover, or should, in the exercise of ordinary care, have discovered that you have, or may have, a claim against us. If you fail to give us written notice within such 10 days, then such claim shall forever be barred and extinguished.
 - b. If we accept the claim, we shall have a reasonable time to cure any error or omission and any damage. This shall be your sole remedy, and you must not have caused the error or omission, or any damage resulting from the error or omission, to be cured, if we are ready, willing and able to do so.
 - c. If we reject the claim, we shall give you written notice of our rejection within 30 days of our receipt of your notice of claim. You shall then have 60 days to give us an opinion from a recognized expert in the appropriate discipline, corroborating your claim that we committed an error or omission, and establishing that the error or omission arose from our failure to use the degree of care ordinarily used by professionals in that discipline in the jurisdiction local to the Project. If you fail to give us such an opinion from a recognized expert within 60 days from the date we send you notice of our rejection of the claim, then such claim shall forever be barred and extinguished.
 - d. We shall have 60 days from receipt of your expert's written opinion to reevaluate any claim asserted by you. If we again reject such claim, or if the 60 day period from receipt of the written opinion of your expert elapses without action by us, then you may have recourse to such other remedies as may be provided under this Agreement.

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

13. **Hazardous or Toxic Wastes or Substances, Pollution or Contamination.** You acknowledge that Services rendered under this Agreement may be affected by hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances. To induce us to enter into this Agreement, you agree to indemnify, defend and hold us harmless from and against any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, that relate, in any way, to both (a) hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances, and (b) the performance by us of our obligations under the Agreement, whether or not such performance by us is claimed to have been, or was, or may have been, negligent. Unless otherwise expressly set forth in this Agreement, we shall have no responsibility for searching for, or identifying, any hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances; but if we discover or suspect the presence of any such wastes, substances, pollution or contamination due to the presence of hazardous or toxic wastes or substances, then we, in our sole discretion, and at any time, may stop work under, or terminate, this Agreement, in which event we will have no further liability to you for performance under this Agreement, and you shall make the payments to us required by Paragraph 14 of the STCs.
14. **Termination.** Either party may terminate the Agreement if the other party materially breaches the Agreement and does not cure the breach within 7 days after receiving notice of the breach from the non-breaching party. You shall immediately pay us for our Services rendered and expenses incurred through the termination date, including fees and expenses that we incur as a result of the termination.
15. **Payment of Other Professionals.** If this Agreement includes continuation of services begun by other architects, engineers, planners, surveyors, or other professionals, we may suspend our Services until you make arrangements satisfactory to such other professionals for payment. If satisfactory arrangements have not been made within a time determined by us to be reasonable, then we may in our sole discretion terminate this Agreement.
16. **Assignment and Third-Party Beneficiaries.** Neither party shall assign or transfer any rights, interests or claims arising under this Agreement without the written consent of the other, provided, however, that we are permitted to (i) employ independent consultants, associates, and subcontractors as we may deem necessary to render the Services, (ii) assign our right to receive compensation under this Agreement, and (iii) transfer the Agreement to an affiliate of ours, in our sole discretion, with written notice to you (an affiliate for purposes of this Paragraph 16 is defined as any other business entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, us). This Agreement does not confer any benefit or right upon any person or entity other than the parties, except that our partners, members, managers, directors, officers, employees, agents and subcontractors shall have and be entitled to the protection afforded us under Paragraphs 9, 12, 13, 16, 20 and 22 of this Agreement.
17. **Applicable Law and Forum Selection.** The Commonwealth of Virginia's laws shall govern this Agreement in all respects, including matters of construction, validity, and performance. Except as provided in Paragraph 18, the parties agree that the courts of Fairfax County, Virginia, and the Federal District Court, Eastern District of Virginia, Alexandria Division, (together, "Courts") shall have exclusive jurisdiction over any controversy, including matters of construction, validity, and performance, arising out of this Agreement. The parties consent to the jurisdiction of the Courts and waive any objection either party might otherwise be entitled to assert regarding jurisdiction. The parties irrevocably waive all right to trial by jury in any action, proceeding, or counterclaim arising out of or related to this Agreement.
18. **Arbitration of Our Claims for Compensation.** Instead of proceeding in court, we, in our sole and absolute discretion, may submit any claim for compensation due us under this Agreement to arbitration in Fairfax County, Virginia in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the arbitration award may be entered in any court having jurisdiction. You agree not to assert any counterclaim or any defense by way of set-off in such arbitration, and that the arbitrator or panel shall have no authority to consider, or to render, an award based upon any such counterclaim or defense by way of set-off. We shall have the right to withdraw our demand for arbitration at any time before the arbitration hearing starts by giving written notice to the arbitrator or panel and you; and upon the giving of such notice by us, the arbitration shall terminate, no award shall be rendered, and we may then pursue our remedies in accordance with Paragraph 17 above.
19. **Severability.** If any part, term, or provision of this Agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms, and provisions of this Agreement shall not be affected, and each party's rights shall be construed and enforced as if the Agreement did not contain the illegal or unenforceable part, term, or provision.
20. **Limitations on Liability.** In recognition of the relative risks and benefits of the Project to you and us, you agree, that our liability for any loss, damages, property damages or bodily injury of or to you caused in whole or in part by us in the performance of this Agreement or any supplementary services in any way related to this Agreement, shall be limited in the aggregate to the amount of fees that you have paid to us for the Services. The parties intend that the foregoing limitation on liability shall apply to all claims, whether sounding in tort, contract, warranty, or otherwise. You release, waive, and shall not seek contribution from, or indemnification by, us for any claims of any nature made against you by any other person who may suffer any loss, damages, property damages or bodily injury in any manner associated with our services, or any supplementary services in any way related to this Agreement. Notwithstanding anything to the contrary elsewhere in the Agreement, we shall not be liable to you, in any event or for any amount, for delays; or for consequential, special or incidental damages; or for punitive or exemplary damages; or for the cost to add an item or component that we omitted from the instruments of service due to our negligence, to the extent that item or component would have otherwise been necessary, or adds value or betterment, to the Project. Should you find the terms of this Paragraph 20 unacceptable, we are prepared to negotiate a modification in consideration of an equitable surcharge to pay our additional insurance premiums and risk.

PURSUANT TO FLORIDA STATUTE §558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

21. **Payment of Attorney's Fees.** The losing party shall pay the winning party's reasonable attorney's fees and expenses for the prosecution or defense of any cause of action, claim or demand arising under this Agreement in any court or in arbitration.
22. **Indemnification.** You agree to indemnify, defend and hold us harmless from and against any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, arising out of acts or omissions by you, or your contractor, subcontractor or other independent company or consultant employed by you to work on the Project, or their respective partners, members, managers, directors, officers, employees, agents or assigns; or arising out of any other operation, no matter by whom committed or omitted, for and on behalf of you, or such contractor, subcontractor or other independent company or consultant, whether or not due in part to errors or omissions by us in the performance of this Agreement, or in the performance of any supplementary service in any way related to this Agreement, provided that you are not required to indemnify and hold us harmless under Paragraph 22 in the event of our sole negligence.

23. **Integration Clause.** The Agreement represents the entire agreement of the parties. No prior representations, statements, or inducements made by either us, you, or the respective agents of either, that is not contained in the Agreement shall enlarge, modify, alter, or otherwise vary the written terms of the Agreement unless they are made in writing and made a part of the Agreement by attachment, incorporated by reference in the Agreement or signed or initialed on behalf of both parties.
24. **Notice.** Any notices issued to us shall be sent to our project manager with a copy sent via email to Notices@dewberry.com or mailed to 8401 Arlington Blvd, Fairfax VA 220131, Attn: Director of Contracts.



Figure 6.2
 POTENTIAL AIRPORT DEVELOPMENT AREAS FOR ALTERNATIVES THAT RETAIN RUNWAY 18/36

**STATE OF FLORIDA
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION**

Order No. EO 21-23

**Temporary Suspension of Bag and Size Limits
and General Methods of Take to Facilitate the
Removal of Dead Marine Organisms in Bay,
Gulf, and Franklin Counties**

The Fish and Wildlife Conservation Commission of the State of Florida, acting under the authority of Article IV, Section 9, of the Florida Constitution, and acting through its Executive Director under Paragraph 22 of the Delegations of Authority, and due to a natural fish kill event, hereby temporarily suspends bag limits, size limits, season and area closures, and general methods of take for certain dead saltwater fish and marine organisms. This action is taken to facilitate the removal and disposal of saltwater fish carcasses and marine organisms that have died as a result of this event from shoreline areas or inshore and nearshore Florida waters within Bay, Gulf, and Franklin counties. Such actions are only authorized as follows:

1. Notwithstanding anything to the contrary in Division 68B, Florida Administrative Code (F.A.C.), and subject to the limitations of paragraph 3, all applicable bag limits, size limits, possession limits, season and area closures are hereby waived for persons undertaking the removal of saltwater fish carcasses and dead marine organisms from shoreline areas or inshore and nearshore Florida waters within Bay, Gulf, and Franklin counties.
2. Notwithstanding anything to the contrary in Division 68B, F.A.C., saltwater fish carcasses and dead marine organisms may be removed from shoreline areas or inshore and nearshore Florida waters within Bay, Gulf, and Franklin counties by any reasonable means of removal, with the exclusion of gear prohibited by Art. X, Sec. 16 of the Florida Constitution or Chapter 68B-4, F.A.C.
3. This order does not authorize the removal or possession of sawfishes (*Pristis* spp.), sturgeon (any species of the family Acipenseridae), marine turtles, manatees, dolphins, whales, or other marine mammals.
 - a. Any sick, injured, or dead sawfish should be reported immediately by calling toll-free 1-844-4SAWFISH (472-9347).
 - b. Any sick, injured, or dead marine turtle should be reported immediately by email or text message to SeaTurtleStranding@MyFWC.com (between 8:00 a.m. and 8:00 p.m., 7 days per week including holidays), or to the FWC Wildlife Alert Hotline by calling 1-888-404-3922 (24 hours per day).
 - c. Any sick, injured, or dead sturgeon, manatee, dolphin, whale, or other marine mammal should be reported immediately to the FWC Wildlife Alert Hotline by calling 1-888-404-3922.
4. All saltwater fish carcasses and dead marine organisms collected pursuant to this order must be disposed of in compliance with local and state safety, health, and sanitation requirements for such disposal.
5. All persons removing saltwater fish carcasses or dead marine organisms pursuant to this order are hereby exempt from the recreational saltwater fishing license requirements established in 379.354, Florida Statutes, while conducting such activities.
6. The provisions of this order only apply within shoreline areas or inshore and nearshore Florida waters within Bay, Gulf, and Franklin counties.

7. All other rules of the Commission relating to the regulation of marine organisms and protected species and their habitats and nests, including but not limited to sea turtles and shorebirds, shall remain in effect.
8. This order shall take effect immediately, and shall expire at 11:59 p.m. on December 13, 2021, unless rescinded or extended by subsequent order.

Specific Authority:

Article IV, Section 9, Florida Constitution

Law Implemented:

Article IV, Section 9, Florida Constitution and subsection 120.81(5), Florida Statutes

Given under my hand and seal of the Florida
Fish and Wildlife Conservation Commission
on this 15th day of October, 2021.

Thomas H. Eas

Eric Sutton
Executive Director

Attest

Sabrina Merendy
Agency Clerk

/s/Quilla Miralia

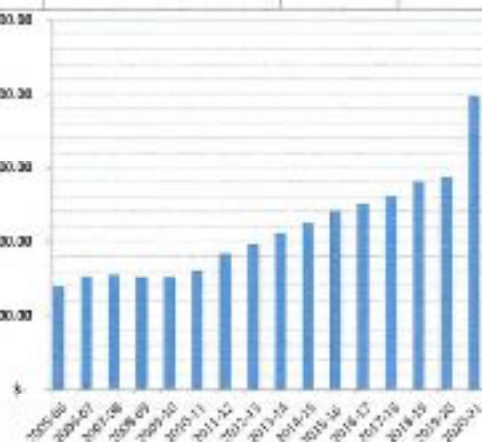
Approved as to form and legal sufficiency



**FCTDC Collections Report for
2020-21 Year-to-Date Report
Through July 2021**

	A	B	C	D	E	F	G	H	I	J	K	L	M
1	Month	2005-06	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17
2	October	\$ 31,436.91	\$ 32,806.57	\$ 35,557.15	\$ 36,537.99	\$ 35,558.32	\$ 35,590.34	\$ 48,289.10	\$ 53,543.22	\$ 57,651.88	\$ 58,875.87	\$ 75,064.59	\$ 95,107.56
3	November	\$ 24,824.35	\$ 24,717.35	\$ 27,182.76	\$ 25,888.32	\$ 25,852.47	\$ 25,438.49	\$ 34,441.98	\$ 40,354.08	\$ 34,740.65	\$ 40,065.75	\$ 44,449.24	\$ 46,043.65
4	December	\$ 20,421.24	\$ 16,055.85	\$ 22,356.94	\$ 23,157.33	\$ 16,530.96	\$ 19,086.19	\$ 21,597.00	\$ 21,510.33	\$ 29,747.90	\$ 33,978.83	\$ 24,557.82	\$ 49,580.48
5	January	\$ 19,443.48	\$ 26,486.58	\$ 22,911.37	\$ 22,980.30	\$ 26,170.57	\$ 23,359.17	\$ 30,390.62	\$ 33,457.05	\$ 32,707.05	\$ 35,825.36	\$ 47,001.68	\$ 41,648.57
6	February	\$ 19,244.47	\$ 44,900.55	\$ 40,835.25	\$ 39,452.47	\$ 35,878.47	\$ 34,680.53	\$ 52,045.79	\$ 49,365.87	\$ 52,888.10	\$ 42,754.53	\$ 64,455.45	\$ 60,473.61
7	March	\$ 51,343.40	\$ 45,643.23	\$ 53,050.70	\$ 46,778.57	\$ 53,116.79	\$ 61,989.52	\$ 66,597.80	\$ 80,862.16	\$ 76,100.12	\$ 81,376.41	\$ 83,017.67	\$ 84,584.19
8	April	\$ 59,608.73	\$ 70,430.06	\$ 56,135.24	\$ 73,882.05	\$ 53,894.58	\$ 70,610.62	\$ 81,541.55	\$ 90,242.58	\$ 81,315.14	\$ 101,320.37	\$ 105,130.37	\$ 89,049.58
9	May	\$ 100,486.15	\$ 114,100.73	\$ 123,771.80	\$ 124,756.38	\$ 120,470.35	\$ 90,634.75	\$ 140,705.97	\$ 115,585.54	\$ 135,897.45	\$ 145,700.44	\$ 131,348.44	\$ 110,484.50
10	June	\$ 107,484.35	\$ 166,409.30	\$ 138,859.75	\$ 142,507.76	\$ 153,640.53	\$ 172,029.09	\$ 145,605.25	\$ 155,858.13	\$ 210,505.76	\$ 165,093.30	\$ 215,948.56	\$ 226,795.48
11	July	\$ 149,857.23	\$ 95,128.02	\$ 128,027.35	\$ 133,276.62	\$ 114,121.18	\$ 147,874.24	\$ 140,000.40	\$ 153,257.77	\$ 166,199.99	\$ 182,235.52	\$ 253,503.30	\$ 242,036.51
12	August	\$ 51,353.14	\$ 50,853.30	\$ 57,457.82	\$ 56,312.21	\$ 71,377.70	\$ 60,698.01	\$ 90,512.12	\$ 86,742.92	\$ 107,763.56	\$ 129,870.50	\$ 82,984.07	\$ 123,808.50
13	September	\$ 35,597.72	\$ 46,282.27	\$ 45,719.57	\$ 41,298.87	\$ 47,750.25	\$ 57,592.53	\$ 65,057.18	\$ 57,270.38	\$ 64,199.48	\$ 75,778.03	\$ 61,869.35	\$ 90,214.15
14	Totals	\$ 698,261.75	\$ 752,825.25	\$ 771,465.53	\$ 754,993.42	\$ 754,234.28	\$ 805,141.28	\$ 946,358.90	\$ 978,073.18	\$ 1,123,303.90	\$ 1,282,294.39	\$ 1,250,685.62	
15													
16	YOY %		\$ 54,561.50 7.8%	\$ 21,340.58 2.8%	\$ (23,275.41) -3.0%	\$ 3,343.87 0.4%	\$ 48,506.59 6.5%	\$ 112,117.52 14.1%	\$ 82,034.21 8.8%	\$ 73,538.87 7.5%	\$ 71,893.84 6.8%	\$ 79,190.49 7.1%	\$ 48,601.43 4.0%
17													
18													
19	Months	2017-18	2018-19	2019-20	2020-21	Increase / Decrease	% of Change	To Date % of Change					
20	October	\$ 85,823.35	\$ 38,485.89	\$ 83,960.28	\$ 147,542.08	\$ 57,861.80	65%	64.56%					
21	November	\$ 49,640.74	\$ 87,784.31	\$ 57,067.01	\$ 86,469.54	\$ 25,402.53	52%	116.76%					
22	December	\$ 37,182.43	\$ 46,785.00	\$ 52,525.91	\$ 77,724.50	\$ 15,197.35	29%	80.46%					
23	January	\$ 51,388.51	\$ 52,063.46	\$ 54,422.25	\$ 115,793.11	\$ 63,367.86	112%	141.56%					
24	February	\$ 58,337.94	\$ 66,632.44	\$ 95,017.02	\$ 84,508.51	\$ (10,508.72)	-11%	101.55%					
25	March	\$ 111,907.33	\$ 127,975.30	\$ 71,946.84	\$ 139,485.04	\$ 77,537.40	108%	96.71%					
26	April	\$ 108,422.44	\$ 82,754.88	\$ 72,065.60	\$ 181,172.78	\$ 161,181.13	805%	915.55%					
27	May	\$ 140,150.14	\$ 168,121.65	\$ 123,893.27	\$ 275,455.68	\$ 152,662.39	125%	928.12%					
28	June	\$ 268,949.32	\$ 300,092.58	\$ 283,734.75	\$ 327,038.47	\$ 43,303.71	15%	138.50%					
29	July	\$ 215,853.34	\$ 209,574.07	\$ 251,483.28	\$ 551,473.69	\$ 297,985.41							
30	August	\$ 111,322.58	\$ 154,156.67	\$ 150,130.02									
31	September	\$ 70,419.47	\$ 90,181.57	\$ 140,185.04									
32	Totals	\$ 1,384,397.92	\$ 1,401,781.72	\$ 1,482,091.48	\$ 1,947,603.13	\$ 885,839.91	165%						
33													
34	YOY %	\$ 55,782.10	\$ 57,335.80	\$ 30,559.76									
35		4.29%	7.49%	2.17%									
36													
37	* October and November 2018 due to Hurricane Michael statistically are outliers.												
38	* October and November 2019 compared with 2017-18 amounts are more representative,												
39	thus, these months show increases of 16% and 9% respectively, or YTD increase of 31%.												
40	* Coronavirus-19 March 1 - May 18 2020												
41	* July 1, 2021 Increase in tax rate.												
42													

Month	Total
2005-06	\$698,261.75
2006-07	\$752,825.25
2007-08	\$771,465.53
2008-09	\$754,993.42
2009-10	\$754,234.28
2010-11	\$805,141.28
2011-12	\$946,358.90
2012-13	\$978,073.18
2013-14	\$1,123,303.90
2014-15	\$1,282,294.39
2015-16	\$1,250,685.62
2016-17	
2017-18	\$1,384,397.92
2018-19	\$1,401,781.72
2019-20	\$1,482,091.48
2020-21	\$1,947,603.13



File:TDC Collections YTD.xl
Updated 10/04/2021

October 6, 2021

Franklin County Board of County Commissioners
137 12th Street
Apalachicola, FL 32320

Dear County Commissioners,

It is a certain pleasure to express my appreciation for the additional safety precautions and warnings that have been installed on Highway 65 and the Highway 319/98 Highway dead-end intersection. While I know making that happen must have involved several leaders, my desire is to say "thank you" to all of you as our County Commission. I am grateful to all of you and the county staff, Sheriff's Office, the FDOT, including contracted companies and county workers as well as any others who were involved

A few weeks back, I had noticed the series of bumpers that had been installed and painted on Highway 65 for alerting drivers approaching the dead-end intersection. I was indeed pleased. Also, having been informed that more was being done, including the possibility of a flashing light provided more encouragement.

On the day I'm writing this I noted that a Commissioner had made a post on Facebook with images of the new improvements. Thanks, [Jessica Varnes Ward Franklin County Commissioner District 5](#) whose comments were as follows.

"Thank you to Ferrovial, FDOT, county staff and concerned citizens. HWY 65 now has rumble strips and an LED flashing STOP sign. Hopefully, this will help mitigate the accidents etc. occurring at this intersection. Stay safe FC!"

Great thankfulness remains in my heart for the merciful protection of God of my granddaughter's life through a recently experienced crash at the very intersection. Tragically, another dear young lady not long ago lost her life there. These improvements in safety warnings come as answered prayer and hopefully will prevent other near and real tragedies.

Regarding my granddaughter's crash, I wish to note and thank Jason and Morgan Thompson for their sensitivity and courage to check out what they were the first to come up to at the site of the crash on that night, finding my dear family member in dire condition from the collision with trees. They acted promptly and the response from the Franklin County Emergency Health and Safety Services with Weems/TMH Hospital could not have been better. Thanks to the Franklin County Ambulance Service, The Franklin County Sheriff's Office, the Florida Highway Patrol, and the City of Carrabelle Police Department for their profession execution of their duties and for the caring attitudes that were so genuinely expressed by all. The care provided on the way to TMH and the responses at the hospital were both expert and very well could have been life-saving. Prayers of so many were answered that night and continue to be revealed as time passes.

When any part of our beloved Franklin County performs with outstanding services, it truly makes the County Commission and all of us as Franklin County citizens look realistically good and feel grateful! Such was the case on the night of the referenced crash and has continued to be the case with the related improvements that have now been made. I am proud and grateful!



Respectfully,

Mikel Clark

McKenzie Register's Granddaddy

Mutual Aid Operations Plan
Between
Florida Department of Agriculture and Consumer Services
Florida Forest Service
And
Franklin County Fire Departments
2021-2026

PURPOSE

This plan outlines the mutual aid operating procedures between the Florida Forest Service and the Franklin County Fire Departments within the framework of the Franklin County Cooperative Agreement. The respective agencies have always responded to mutual aid calls; therefore, this operating plan is not a new concept. It is a document with written guidelines that specifically outline each agencies extent of cooperation, creating a more effective relationship for the citizens of Franklin County.

AUTHORITY

The authority, power and duties are derived from 125.27, Florida Statutes: Countywide Forest Fire protection; authority of the Florida Forest Service; state funding; county fire control assessments; disposition; equipment donations, 589.04, Florida Statutes: Duties of Florida Forest Service, and 590.02, Florida Statutes: Florida Forest Service powers, authority, and duties.

EXISTING AGREEMENT

The State of Florida Cooperative Agreement between the Department of Agriculture and Consumer Services, Florida Forest Service and Franklin County Fire Departments establishes approximately 59,173 acres of protected forest and wildland (excluding public land) within the county.

The Florida Forest Service will work with the fire departments to acquire or upgrade equipment as requested and available. Such request will be made through the local Forest

Area Supervisor. Currently, Franklin County Fire Departments has on loan from the Florida Forest Service:

- Apalachicola Fire Dept: LMTV with 1000 gal. Water/ Foam skid tank unit
- Lanark Fire Dept: Type 6 engine with 500 gal. Water/Foam skid tank unit
- Franklin County EOC: Camper Trl used as a mobile command post

MUTUAL AID ZONES

The Florida Forest Service and Franklin County Fire Departments will respond to any mutual aid request throughout the county.

The use of the 911 system makes the fire departments first call on initial response to an incident. The fire departments will call for assistance when the forest fuels are such that water alone will not effectively suppress a wildfire to completely “dead out”.

When the Florida Forest Service is at a Fire Readiness Level of #3 or above, the fire department dispatch center will be advised. Included is the Florida Forest Service Fire Readiness Level Plan as it relates to fire danger (Appendix B). The Florida Forest Service will notify the fire departments when the fire danger is critical, extreme fire behavior is expected, 100% mop-up is needed, or when a plowed security line is required on any wildland fire that the fire departments suppress.

Along local, county, or other major roadways, the Florida Forest Service and the fire departments will provide all mutual aid assistance necessary to conduct 100% mop-up where the highway is prone to fog, smoke-related accidents, or fires that require large volumes of water.

INCIDENT OPERATIONS

Franklin County is the first call to many wildland fires by virtue of the 911 system. The Florida Forest Service will respond upon request to any wildland fire or other emergency where assistance is needed.

The utilization of the National Incident Management System and the Unified Command concept will be followed on all incidents. Reinforcements shall make initial contact with the Initial Attack Incident Commander on the Red channel (VFIRE 22) and direct all incident personnel to utilize that channel. The IC will monitor the Red channel and their agency dispatch channel.

Where forestlands and wildland are concerned, the Florida Forest Service will assume the lead in command of suppression efforts with the fire department providing support. In incidents where the wildland fire becomes more structural in nature, the Florida Forest Service will assume the support role. In most cases, the Unified Command concept will be followed. In no case should an agency be expected to commit to a tactic that is unsafe or contrary to agency policy. Fire department personnel will not conduct counterfire or

burnout operations unless directed by the Florida Forest Service Incident Commander on scene. Due to the complexity of aerial suppression efforts, all aircraft involved in the fire traffic area will be managed by the Florida Forest Service as outlined in the Florida Wildfire Air Operations plan.

HAZARDOUS MATERIALS INCIDENTS OR DUMP FIRES

The Florida Forest Service crews are not equipped to suppress these types of fires and will only respond upon request by the fire department in a support capacity.

BURNING AUTHORIZATIONS

The Florida Forest Service is responsible for the enforcement of Chapter 590, Florida Statute. An intergovernmental agreement between the Florida Forest Service and the Department of Environmental Protection has delegated, for enforcement, a portion of DEP rules, Chapter 62-256, Open Burning and Frost Protection, to the Florida Forest Service. The Florida Forest Service has also adopted Chapter 5I-2 Open Burning.

The Florida Forest Service will issue open burning authorizations for agriculture, silviculture, and land clearing operations within the county. The Florida Forest Service will handle complaints and enforcement of open burning laws related to this type of burning.

Countywide, mandatory burn bans enacted by the County may prohibit all outdoor burning that has not been specifically permitted by the Florida Forest Service, such as bon fires, campfires, and the burning of vegetative (yard) debris. County burn bans are not enforced by the Florida Forest Service.

FIRE CAUSE INVESTIGATIONS

On each fire that the Florida Forest Service and/or the fire departments respond to, the initial attack personnel will conduct a preliminary investigation into the fire cause. If enough evidence is obtained for possible criminal prosecution, the responding agency will notify the appropriate law enforcement agency such as the local sheriff, city police, or the Department of Agriculture and Consumer Services, Office of Agriculture Law Enforcement. The responding law enforcement agency will determine whether the evidence is sufficient to proceed with an investigation or arrest.

On any wildland fire where damages occur, causes injury or fatality, or other significant event, the Department of Agriculture and Consumer Services, Office of Agriculture Law Enforcement will be called to assist with the investigation. The Florida Forest service will offer, FI-110, Wildland Fire Observations and Origin Scene Protection for First Responders, to any fire department requesting it. The Office of Agriculture Law

Enforcement officer will provide the necessary information and forms for recording fire cause and reporting.

FIRE PREVENTION

Periodically, the agencies will compare records of wildland fires that have been suppressed and look for commonality to include, but not limited to, date, day of week, time of day, reported time, location by STR, cause of fire, and responding unit. This information will allow the agencies to determine the type, cause, and extent of wildland fire that occur in Franklin County. From this, a more specific and detailed fire prevention action plan can be developed and jointly implemented.

PRESCRIBED BURNING

The Florida Forest Service and the fire departments will jointly conduct hazardous fuel reduction burns in areas of the wildland/urban interface where it is determined necessary to protect life and property. Both agencies will provide the necessary manpower and equipment to successfully conduct the burning. Costs associated with this activity are the responsibility of each agency.

TRAINING

Both the Florida Forest Service and the Franklin County Fire Departments will work together to offer training. Attached are some of the National Wildfire Coordination Group (NWCG) training that the Florida Forest Service can offer. (APPENDIX C)

COMMUNICATIONS

This written agreement between the Florida Forest Service and Franklin County Fire Departments allow the departments to operate on frequencies 159.225 and 159.315 which are licensed by the Florida Forest Service. Use of these frequencies will follow procedures established by the Florida Forest Service. Fire Departments have written authority from the Florida Forest Service to utilize mutual aid frequencies;

- VFIRE22 (Red): 154.265 RCV 154.265 TX (Narrow Band)
- VFIRE21 (White): 154.280 RCV 154.280 TX (Narrow Band)
- VFIRE23 (Blue): 154.295 RCV 154.295 TX (Narrow Band)
- Tac 3: 151.2350 RCV 151.2350 TX (Narrow Band)
- Tac 4: 151.2950 RCV 151.2950 TX (Narrow Band)

These are designated as common frequencies between agencies. They are used when conducting joint tactical operations with other departments or agencies and are standard statewide. Fire Departments will follow procedures established by the Florida Fire Chief's Association for these frequencies. Attached is the Tallahassee Forestry Center frequency plan (Appendix A).

PERSONNEL AND EQUIPMENT

Attached is a current list of the Tallahassee Forestry Center key contacts (APPENDIX D) and the Franklin County Fire Departments contact information (APPENDIX E).

FINANCIAL ARRANGEMENTS

Each agency will support its own financial commitment and obligation to an incident.

PLAN APPROVAL

BY: Pamela Brownell Date: 09/30/21

Title: Franklin County Emergency Operations Director

BY: Joey Taranto Date: 06/29/21

Title: Forest Area Supervisor West Franklin, Florida Forest Service

BY: Charles A Harris Date: 09/30/21

Title: Forest Area Supervisor East Franklin, Florida Forest Service

BY: Clinton Davis Date: 9/30/21

Title: Operations Administrator (South Area), Florida Forest Service

BY:  Date: 9/29/2021

Title: Tallahassee Forestry Center Manager, Florida Forest Service

APPENDIX A

Tallahassee Forestry Center Mobile Frequency Plan

Function	Receive	Tone	Transmit	Tone	W/N
Mobile to Mobile	159.3150	n/a	159.3150	156.7	N
Base to Base	159.3000	n/a	159.3000	156.7	N
Tactical	151.2350	n/a	151.2350	156.7	N
Tactical	151.2950	n/a	151.2950	156.7	N
Southeast Compact	159.2850	n/a	159.2850	n/a	N
Alpha (south) Repeater	151.2350	156.7	159.2850	156.7	N
Bravo (north) Repeater	151.2950	156.7	159.3750	156.7	N
Tower	159.3750	n/a	159.3750	156.7	N
Tallahassee Repeater	159.2250	94.8	151.1825	94.8	N
Quincy Repeater	159.2250	94.8	151.1825	97.4	N
Monticello Repeater	159.2250	94.8	151.1825	100.0	N
Franklin West Repeater	159.2250	192.8	151.1825	103.5	N
Franklin East Repeater	159.2250	192.8	151.1825	192.8	N
Sumatra Repeater	159.2250	192.8	151.1825	210.7	N
Bristol Repeater	159.2250	94.8	151.1825	107.2	N
Mobile to Mobile	159.3150	n/a	159.3150	n/a	N
Talk Around	159.2250	n/a	159.2250	107.2	N
Fire Mutual Aid (Red)	154.2650	n/a	154.2650	n/a	W
Fire Mutual Aid (White)	154.2800	n/a	154.2800	n/a	W
Fire Mutual Aid (Blue)	154.2950	n/a	154.2950	n/a	W
GULF County	159.4050	110.9	151.3325	123.0	N

APPENDIX B

FIRE DANGER

Fire Readiness Levels as Related to Anticipated Fire Situation

In consideration of weather, season, recent fire activity, and other related factors:

FIRE READINESS LEVEL 1	Little or no fire activity anticipated
FIRE READINESS LEVEL 2	Some “routine” fires anticipated. No more than 50% of resources expected to be needed at any given time. No difficulty in control or mop-up expected.
FIRE READINESS LEVEL 3	Very active fire day anticipated. Fire occurrence above average and difficulty of control expected. May have to commit 80% of resources at any given time
FIRE READINESS LEVEL 4	Fire situation expected to be difficult. May have fires carrying over from the previous day, new fires starting, and experiencing difficulty of control. All resources will probably be committed and assistance from outside the district may be required.
FIRE READINESS LEVEL 5	Fire situation is extreme and ability to respond will exceed district capability. Fires are numerous, large, and difficult to control and mop-up. Outside assistance will be needed beyond a 24-hour period, and an Incident Management Command Team may be required.

APPENDIX C

TRAINING

Listed are some of the NWCG courses offered locally through the Florida Forest Service, Tallahassee Forestry Center:

FI-110	Wildland Fire Observations & Origin Scene Protection for First Responders
I-100	Introduction to ICS
I-200	Basic ICS: ICS for Single Resources and Initial Action Incidents
I-300	Intermediate ICS: ICS for Supervisors and Expanding Incidents
I-400	Advanced ICS: ICS for Command and General Staff and Complex Incidents
I-402	ICS Overview for Executives/Senior Officials
L-180	Human Factors in the Wildland Fire Service
RT-130	Annual Fireline Safety Refresher Training
S-130	Firefighter Training
S-131	Firefighter Type 1
S-133	Look Up, Look Down, Look Around
S-134	LCES
S-190	Introduction to Wildland Fire Behavior
S-230	Crew Boss (Single Resource)
S-231	Engine Boss (Single Resource)
S-330	Task Force/Strike Team Leader

Contact the local Forest Area Supervisor for course availability.

APPENDIX D

Tallahassee Forestry Center Key Contact Information

Name	Position Title	Phone Number	Radio Call Sign	Area of Responsibility
Chris Colburn	Center Manager	850-681-5954	Tallahassee 1	Tallahassee Forestry Center
Penni Horton	Administrative Assistant I	850-681-5955	Tallahassee 10	Tallahassee Forestry Center
Scarlett Porter	Duty Officer Supervisor	850-681-5952	Tallahassee 12	Tallahassee Forestry Center Communications Center
Randy Gregory	Forestry Operations Administrator (North Ops)	850-681-5957	Tallahassee 2	Leon, Wakulla, Jefferson, Gadsden, Liberty
Clint Davis	Forestry Operations Administrator (South Ops)	850-697-0013	Tallahassee 3	Franklin County
Joey Taranto	Forest Area Supervisor	850-697-0015	Tallahassee 5	West Franklin County
Chuck Harris	Forest Area Supervisor	850-697-0016	Tallahassee 6	East Franklin County
David Dietz	Forest Area Supervisor	850-681-5898	Tallahassee 7	Gadsden and Liberty Counties
Justin Halpin	Forest Area Supervisor	850-342-0048	Tallahassee 8	Jefferson and Leon Counties
Jody Carroll	Forest Area Supervisor	850-421-3103	Tallahassee 9	Wakulla County
Communications		850-681-5950		Center Wide

Tallahassee Forestry Center Office
Florida Forest Service
865 Geddie Road

Tallahassee, Florida 32304

Center Office 850.681.5950

Fax 850.681.5975

Report a Wildfire &
Burning Authorizations 850.681.5951

APPENDIX E

Franklin County Fire Department Key Contact Information

Alligator Point Fire Department P.O. Box 291 Panacea Fl. 32346

Chief: Hugh Hartsfield hugh.hartsfield@gmail.com
850-228-2568 (Cell)
850-349-2100 (Firehouse)

Asst. Chief: Corinna McEwen c.mcewen@aol.com
(850) 284-5258 (Cell)

Apalachicola Fire Department P.O. Box 10 Apalachicola Fl. 32320 850-653-4716 (Firehouse)

Chief: George Watkins georgew@mchsi.com
850-653-5134 (Cell)
850-653-8979 (Home)

Asst. Chief: Fonda Davis fondadavissr@yahoo.com
850-370-6437 (Cell)

Carrabelle Fire Department P.O. Box 598 Carrabelle Fl. 32322

Chief: Carl Whaley chief@carrabellevfd.com
850-370-6197 (Cell)
850-697-2626 (Firehouse)

Asst. Chief: John Lee Daniel john@carrabellevfd.com
850-251-4115 (Cell)

Dog Island Fire Department
P.O. Box 5049 Dog Island Fl. 32322

Chief: Randy Cannon
850-528-5568 (Cell)

redifla@gmail.com

Asst. Chief: N/A

Eastpoint Fire Department
P.O. Box 303 Eastpoint Fl. 32328
850-670-4299 (Firehouse)

Chief: George Pruett
850-670-9000 (Home)
850-653-6401 (Cell)
850-670-4662 (Fax)

pru911@gtcom.net

Asst. Chief: Richard Radford
850-670-1315 (Home)
850-591-2712 (Cell)
850-491-5300 (Cell)

Lanark Village Fire Department
P.O. Box 1257 Lanark Village 32323

Chief: David Curry
850-815-0210 (Cell)
850-697-3227 (Firehouse)

LanarkFireDept@gmail.com

Asst. Chief: N/A

St. George Island Fire Department
P.O. Box 682 Eastpoint Fl. 32328

Chief: Kevin Delahanby
850-653-6657 (Cell)
850-927-2753 (Firehouse)

sgichief007@yahoo.com

Asst. Chief: N/A

Emergency Management Director

Pam Brownell

850-653-6748 (Cell)

850-653-8977 X100 (Office)

em3frank@fairpoint.net

Emergency Management Coordinator

Jennifer Daniels

850-653-8977 (Office)

850-653-3643 (Fax)

em1frank@fairpoint.net