



# Board of County Commissioners - Regular Meeting

Tuesday, November 2, 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/83262227789> 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 (832 6222 7789#). 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 10/19/2021

**4. Payment of County Bills**

**5. Public Comments**

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

## **Constitutional Officers**

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

## **Department Directors Reports**

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

**Informational Item**

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

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

**Informational Item**

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

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

**Informational Items**

- a. 10/18-10/19/21 Jennifer Daniels attended and passed the G-235 Emergency Planning Course in Walton County.
- b. EOC Staff completed quarterly reports for EMPG and EMPG ARPA. Currently completing the EMPA quarterly report.
- c. EOC Staff are in the process of applying for a grant from Duke Energy for the amount

of \$10,000. This grant will be used to build disaster kits to distribute to our vulnerable population. If anyone is interested in partnering with our office, please let us know.

d. EOC staff continue to update plans and contracts for Franklin County. This includes our Logistics plan and MOU's with our partnering organizations.

e. EOC Staff continue to update our Kiosks located throughout Franklin County with COVID Information along with Preparedness information for storms and disasters.

**KIOSK LOCATIONS:**

Carrabelle – Franklin County Courthouse Carrabelle Annex

Carrabelle Chamber of Commerce

Eastpoint – Carquest

Apalachicola – Franklin County Emergency Management

Apalachicola Chamber of Commerce

Apalachicola Post Office

**10. Extension Office Director – Erik Lovestrand**  
**Informational Items**

*General Extension Activities:*

a. During this period, the Extension office assisted citizens on topics of fungi killing oak trees, soil report interpretation, fertilizer recommendations, damage to bamboo plants in the landscape, and more.

b. Extension Director participated in the two-day statewide County Extension Director annual in-service training.

c. Extension Director and Office Manager participated in a UF training regarding preventing fraud and proper practices when handling funds, purchasing or keeping records pertaining to UF funds.

d. Extension Director participated in the annual Fall Faculty meeting for the NW District via Zoom.

e. Extension Director is assisting to set up the natural resources exhibit in the UF/IFAS building at the North Florida Fair this year.

*Sea Grant Extension:*

f. Debris removal has begun for the vessels in Franklin County that were identified for removal following Hurricane Michael. Project is being funded by a National Fish and Wildlife Foundation grant of nearly \$3 million to UF/IFAS and taking place across Bay, Franklin and Gulf Counties. Salvage operations will be ongoing during November for approximately 15 targets.

g. Extension Director participated in the UF/IFAS exhibits at the Sunbelt Ag Expo in Moultrie, GA with other faculty from around the region. Tens of thousands of people attend the event and learn about innovations in Agricultural operations and equipment. The Director set up and maintained a portion of the exhibit focused on coastal and marine creatures that depend on our local seagrass habitat to stress the importance of protecting this habitat in which 90% of our recreational game fish species spend at least part of their life.

h. Extension Director participated in a Community Advisory Board meeting of the ABSI

to begin ranking the identified strategies under each goal related to restoring Apalachicola Bay oysters.

i. Extension Director participated in an informational session regarding an effort to develop a shellfish crop insurance program to assist oyster aquaculture farmers by a private contractor through the USDA.

*4-H Youth Development:*

j. The Extension Office Manager completed a final report for the NRA "Teach Freedom" grant that provided almost \$8500 for the archery equipment for our local 4H shooting sports club.

*Family and Consumer Sciences:*

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

*Agriculture/Home Horticulture:*

l. The new, raised bed demonstration boxes that were recently installed on the front lawn of the Extension office were planted this week by our Franklin County Master Gardeners. They will feature a selection of herbs/wildflowers/vegetable plants.

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

### **Informational Items**

a. A candidate has been selected for the FT Library Assistant position for the Eastpoint Branch pending pre-employment screening.

b. The Friends of the Library are using some of their beautification project funds to add a gazebo and picnic tables to the Eastpoint library grounds. This will offer more outdoor seating to library patrons.

c. The Franklin County Public Libraries will be closed November 11th in observance of Veteran's Day, as well as November 25th-November 27th for the Thanksgiving Holiday.

*Library Events:*

Franklin County Public Library Eastpoint Branch

160 Hickory Dip Rd

Eastpoint

(850) 670-8151

- November 2nd - Diabetes Awareness at 10:00am-11:00am. This is a monthly program that you can come to and have all your questions answered about Diabetes from a trained professional. John is here to answer any questions you may have. No appointment is needed, and this is a free program.

- November 2nd- Book Chat at 1:30pm. This is a monthly group that meets to discuss the current books they have been reading or maybe interested in reading. There is no set book for this group; the book of choice is up to the individual.

- November 17th - Writers forum at 1:00pm. Interested in becoming a writer? This group meets once a month to discuss new ideas and learn useful tips from local author, Dawn Radford.

Franklin County Public Library Carrabelle Branch

311 St. James Ave. SE

Carrabelle

(850) 697-2366

- November 5th- Book Chat at 1:30pm. This is a monthly group that meets to discuss the current books they have been reading or maybe interested in reading. There is no set book for this group; the book of choice is up to the individual.
- November 4th- Maker Space at 4:00pm. This is a group of kids who meet to learn how to build and design different things and learn about different topics, like science and art.
- November 6th, 13th, 20th - Plant Clinic at 11:00am-1:00pm. This program is hosted by the Franklin County Master Gardeners. If you have any concerns or questions about your garden and plants this is the place to find the answers.
- November 18th- Poetry Workshop at 1:00pm. Anthony Watkins will be here sharing and discussing work from local poets as well as a general discussion about all things literary. If you are interested in writing and learning about poetry give this workshop a try.

## **Other Reports**

### **12. Interim Airport Manager - Ted Mosteller**

Report (agenda packet)

## **Presentations and Requests**

### **13. Apalachicola Bay System Initiative - Dr. Sandra Brooke - Update**

Dr. Brooke will update the Board on the status of the Apalachicola Bay System Initiative (ABSI)

### **14. St. George Island Incorporation - Shannon Bothwell - Request**

Ms. Bothwell would like the Board to authorize the addition of a non-binding opinion poll question regarding the incorporation of St. George Island on the next election ballot.

## **Public Hearings 10:00 & 11:00 a.m. (ET)**

### **15. 5-Year Capital Improvement Schedule 10:00 a.m. (ET)**

The Franklin County Board of County Commissioners will hold a public hearing, to consider adopting an updated 5-Year Capital Improvements Schedule as part of the Franklin County Comprehensive Plan. A public hearing on the proposed amendment will be held on Tuesday, November 2, 2021, at 10:00 a.m. at the County Commission Meeting Room in the Courthouse Annex at 34 Forbes Street in Apalachicola.

### **16. Beach Warning Flag System 11:00 a.m. (ET)**

Notice is given that on the 2nd day of November, 2021, at 11:00 a.m. (ET), or as soon thereafter as is possible, in the courtroom at the Courthouse Annex, located at 34

Forbes Street, Apalachicola, Florida, the Franklin County Board of County Commissioners shall conduct a public hearing to consider adopting a county ordinance entitled: An Ordinance Providing that the Beach Warning Flag System Excludes the Body of Water Known as Saint George Sound; Revoking All Ordinances in Conflict; Providing for Severability and Providing for an Effective Date.

## **County Staff & Attorney Reports**

### **17. Fiscal Manager/Grants Coordinator - Erin Griffith**

#### **a. BOARD ACTION: Contract Extension – Alligator Drive FEMA Repairs**

On June 7th, 2021 the County issued the notice to proceed for the Alligator Drive Hurricane Repairs to contractor Anderson Columbia. The contractor was given approximately 150 days to complete the project. Shortly after the issuance of the notice to proceed, issues with construction materials caused by COVID-19 disruptions within the supply chain started to delay the project. The principal source of the delay was the metal sheet piling material needed for the revetment walls. The contractor, engineers and county staff had discussions with FEMA and the project designer MRD to try to find an alternative product that could be substituted for the sheet piles but none were deemed as strong. Metal Sheet Pile suppliers had issues with inventory and were unable to even estimate a delivery date for several months into the project. The contractor has done as much of the work as possible without the critical sheet pile component during the hours of the day that the tide is low enough to get work accomplished. This is not the only FEMA restoration project that has been slowed by issues within the supply chain – the County was just recently able to issue the notice to proceed on the Eastpoint Fishing Pier repairs due to a shortage in articulated block and is awaiting issuance of the notice to proceed for the C30A washout repairs due to manufacturing delays related to the concrete webbing used for stabilization. The supplier of the metal sheet piles has finally released an estimated delivery date of late-December. Due to this delay in materials beyond the control of the contractor, the engineers recommend granting a 120 day contract extension change order from the latest estimate of delivery date for the sheet pile material.

**Board action to approve the attached change order number #1 for the FEMA repairs of Alligator Drive Project.**

#### **b. BOARD ACTION: LAP CR370 Alligator Drive Construction Contract – Pigott**

At the last meeting, the Board issued a notice of award for the LAP CR370 Alligator Drive Multi-Use Path Project to Pigott Asphalt and Sitework, LLC. The construction contract documents are in order and the bid bonds and insurance requirements have been verified.

**Board action to approve and authorize the chairman to sign the attached construction contract with Pigott Asphalt and Sitework, LLC.**

#### **c. BOARD ACTION: Budget Resolutions – Fiscal Year 2020/2021**

Attached are nine resolutions for the adoption of unanticipated revenues as part of the end-of-the-fiscal year bookkeeping. These funds were not included in your original

adopted 2020/2021 budget because at the time of budget adoption they were unanticipated. Florida Statute 129 allows a county 60-days after the end of a fiscal year to incorporate unanticipated revenues into the prior year's budget. There will be a second installment of resolutions presented at your next meeting to conclude this process.

The 1st resolution is for \$1,843,642 in state grant funds received from the Florida Department of Transportation relative to the SCOP Widening and Resurfacing of CR67 Project. The 2nd resolution is for \$1,055,568 in state and federal FEMA funds with match provided by the Florida Department of Economic Opportunity relative to the Hurricane Michael repairs of Alligator Drive. The 3rd resolution is for \$42,125 in state and federal FEMA funds with match provided by the Florida Department of Economic Opportunity relative to the Hurricane Michael repairs of the C30A Washouts. The 4th resolution is for \$35,963 in state and federal FEMA funds relative to the Hurricane Michael repairs at Island View Park. The 5th resolution is for \$55,921 in federal grant funds received from the US Department of Transportation for the LAP Tallahassee Street Sidewalk Project. The 6th resolution is for \$1,172,335 in state grant funds received from the Florida Department of Transportation for the SCRAP and SCOP Widening and Resurfacing of CR30A Projects. The 7th resolution is for \$97,385 in state grant funds provided by the Florida Department of Transportation for the SGI Landscaping Project. The 8th resolution is \$18,168 in state grant funds provided by the Florida Department of Transportation for the SCOP Resurfacing of Timber Island Project. The 9th resolution is for an additional \$125,200 in permitting revenues used for the operations of the Franklin County Building Department.

**Board action to adopt the nine attached budget resolutions.**

## **18. County Coordinator - Michael Morón**

### **Action Items**

a. FDOT Projects – Resolution: At your October 19th meeting three Florida Department of Transportation (FDOT) Public Transportation Grant Agreements (PTGA) for the Airport were presented for your approval and the Chairman's signature. As required by FDOT, resolutions for each PTGA should have been included for approval but was not. Therefore, resolutions for the \$750,000 stormwater and drainage improvement project, \$150,000 for obstruction removal, and \$100,000 to design and replace the airfield vault backup generator require your approval today.

**Board action to approve and authorize the Chairman's signature on the three Public Transportation Grant Agreements for the Airport as described.**

b. Bluff Road Streetlights: At the May 18th regular meeting the Board authorized adding streetlights to Bluff Road. Attached is a proposal from Duke Energy to install twenty-five 110 w LED Roadway streetlights. The lights will start at the curve, just past the graveyard, and continue past Magnolia Lane on Bluff Road. We are installing the lights on power poles that are already in place, which allows for a \$273 estimated monthly rental cost. After the installation if there are any 'dark areas' I will request another quote from Duke Energy that will probably include a cost for a new power pole

installation.

**Board action to approve and authorize the Chairman's signature on the Duke Energy proposal to install 25 street lights on Bluff Road.**

c. Alligator Drive Striping Change Order: Commissioner Boldt requested a cost estimate from Roberts and Roberts to restripe, with paint, Alligator Drive (CR370) from US 98 to Gulf Shore Boulevard. The re-striping project will include centerline, edge line, and raised pavement markers for a total cost of \$24,696. This will be a change order to the paving project and will be paid from District 2's paving funds.

**Board action to approve the \$24,696 paving project change order to re-stripe Alligator Drive from US 98 to Gulf Shore Boulevard.**

d. New Flooring: Late last year the State Attorney's office requested new flooring in their offices due to the condition of the current carpet, which has been there since the construction of this building in 2002. In reviewing all the offices in this building, including this meeting room, it is time for an upgrade. While discussing this project with your Clerk, she stated her plans to re-organize her Official Records office to provide additional space for the public which also requires new flooring. So, I am seeking Board authorization to advertise for Request for Proposals for new flooring in all the Annex building offices, including this meeting room, and the Clerk's Official Records office. It is my anticipation that the County will get a better price on this type of RFP rather than office by office quote.

**Board action to authorize an RFP for new flooring in the Annex Building and the Clerk's Official Records office.**

e. Carrabelle Letter of Support: The City of Carrabelle is submitting a Legislative Appropriations Request for roadway and drainage improvements on Baywood Drive in Carrabelle and is requesting a letter of support from the County. Baywood Drive is approximately 1.05 miles in length and suffers from street flooding during "medium and heavy rainfalls events resulting in limited to no access to the many residential properties along Baywood Drive." The letter will state that this project would be ranked #3 on the County's priority list. The EOC and the new hospital facility are ranked #1 and #2 respectfully.

**Board action to approve the letter of support for the City of Carrabelle's Legislative Appropriations Request for a Baywood Drive roadway and drainage improvement project.**

f. Public Information Officer: During Commissioners' Comments at your October 5th meeting, I was directed to research the options for the County to engage a Public Information Officer. Mrs. Cortni Bankston contacted surrounding counties and was told that this role is often fulfilled by Administrative Services staff in the counties. Currently, you have two staff members in your Administrative Services office, Mrs. Erin Griffith and I, and our current workloads does not allow for the added duties as the County's Public Information Officer. The School District and the Sheriff has Public Information Officers on staff. In a discussion with Mr. John Solomon about this subject, he suggested I schedule a meeting with Mrs. Cynthia Clark as she provides that service to TDC, the Apalachicola Bay Chamber of Commerce, and on a limited role to the Seafood Festival



Board. Mrs. Griffith and I met with Mrs. Clark to discuss the possibility of her providing this service, which resulted in Mrs. Clark's proposal to create multiple news briefs on important county initiatives and posting that content either in blog posts on the county's website or through social media posts linked to the county's website. This service would be provided for less than \$1000 per month. Is the Board in favor of a six-month agreement for this service or direct staff to advertise for proposals? This fee would be paid from Professional Services.

**Board discussion and direction.**

g. Additional Code Enforcement Workshop: Commissioner Boldt has requested an additional Code Enforcement Workshop for Alligator Point. When the Board first approved the schedule, Commissioner Boldt agreed to the Lanark Village workshop as the only one in his district. Since then, Commissioner Boldt has decided that code enforcement issues for Lanark Village and Alligator Point differ, therefore separate workshops are needed. There will be an additional \$900 cost for the Apalachee Regional Planning Council to coordinate and host this workshop and this added workshop may cause a delay in the submission of the final report.

**Board action to approve an additional Code Enforcement Workshop on Alligator Point at a cost of \$900.**

h. Small County Coalition Letter: "As the Board is aware, the Florida Legislature passed legislation during the 2020 and 2021 Legislative session aimed at establishing internet services in unserved and underserved areas and enhancing access where it is limited. The Small County Coalition has been working to call attention to this issue for years and we feel that things are starting to move." With that said, the Small County Coalition Officers are asking members to do two things. First, the designation of a Lead Commissioner and Lead staff person, which could be the Chairman and the County Coordinator. The second ask is the creation of a Local Technology Planning Team (LTPT) which is an entity established pursuant to legislation. Members of the LTPT should include a cross-section of the community such as representatives from public safety, libraries, K-12 education, colleges and universities, local health care providers, private businesses, community organizations, economic development organizations, local governments, tourism, parks and recreation, and agriculture. Appointments will be decided by the Board. I've attached the most recent draft of "Bridging the Gap" for your review and today's discussion.

**Board discussion and possible direction.**

i. Eastpoint Christmas Parade: Eastpoint Christmas Parade event coordinator, Mrs. Dottie Thornburg, is requesting Board approval for the 2021 Eastpoint Christmas parade and celebration. The event is scheduled for Friday, December 10th at 4:30 p.m. with parade participants lining up at 4 p.m. The parade will start behind Webb Seafood at the corner of Power Drive and CA Gillespie Street, turning east onto Highway 98 and ending at Fisherman's Choice. Mrs. Thornburg will coordinate with Sheriff Smith for traffic control.

**Board action to approve the 2021 Eastpoint Christmas parade route.**

j. Senior Class Fundraiser: The Senior Class is requesting the use of the Courthouse and

Annex parking lot on Friday (11/5) after 1p.m. and all-day Saturday (11/6) for a fundraiser event. On these days during the Seafood Festival, they will charge for the use of the parking spaces to raise money for the Senior Class. The Board has approved this request in the past.

**Board action to authorize the Senior Class the use of the Courthouse and Annex parking spaces for a fundraiser during Seafood Festival, on Friday afternoon and all-day Saturday.**

k. Wake Zone Signage: Staff has been unsuccessful with engaging a contractor to reinstall Wake Zone signs that have been damaged over the last few years. Would the Board recommend advertising for Request for Proposals for this service?

**Board discussion and possible direction.**

**Informational Items**

l. Legislative Appropriations Requests & Legislative Delegation Meeting: Mrs. Traci Buzbee, your consultant, has submitted the two Legislative Appropriations Requests to Senator Ausley and Representative Shoaf's staff yesterday (deadline). The first is a \$2.5 million for the construction of a new EOC and the second is a \$7 million request for a new facility at Weems Hospital. I've sent you copies of those requests and Mrs. Buzbee is available if you have additional questions.

On another note, the Legislative Delegation meeting is scheduled for Wednesday, November 10th at 5:00 p.m. (ET) here in your meeting room.

m. State Fire Marshall & FWC Meetings: The State Fire Marshall's office and FWC are looking at available dates, more than likely in January and February, to either attend a workshop or meet with the Board to discuss items related to their agencies. I will present those dates at a future meeting for scheduling.

n. Dialysis Clinic Meeting: On March 31, 2021, the Port St. Joe Dialysis Clinic, ran by DaVita, closed, which created "a great vacuum of care and need for Kidney Care / Dialysis Care" in Gulf and Franklin Counties. Gulf County's staff has been in discussions with Fresenius, the largest provider of Kidney service in the Country about reopening the Port St. Joe Clinic. The Gulf County Board of County Commissioners invited Franklin County officials to a Workshop to meet Fresenius representatives and support the re-opening of the Clinic. Chairman Jones and Mr. David Walker, along with myself, attended the Workshop and discussed the importance of a clinic in Port St. Joe, which would reduce the travel times for Franklin County residents having to receive frequent dialysis services. Gulf County staff will continue to update us on the progress of these negotiations. Chairman Jones may comment further on the some of the Workshop discussion.

**19. County Attorney - Michael Shuler**

Commissioners,

I have forwarded a draft engagement letter and an information package for the law firm of Baker Donelson.

I recommend the following:

(a). That the board engage this firm to review and advise the board on the Preliminary

FEMA Flood Map placing the county's airport into a flood zone. Once the firm has reviewed the matter at hand, they will present the board with options to consider.

(b). Since this matter is only related to the airport and not any other county matter, I recommend that the board designate the airport fund to pay for the firm's services and also for reasonable expenses in addition to attorney services, such as engineering and surveying services.

## **Commissioners' Comments & Adjournment**

### **20. Commissioners' Comments**

### **21. Adjournment**

*In accordance with Section 286.0105, Florida Statutes, any person who wishes to appeal a decision made by the Franklin County Board of County Commissioners, with respect to any matter considered at the meeting, must have a record of the proceedings. He or she may need to ensure that a verbatim record of the proceedings is made.*

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Contact: Michael Moron, County Coordinator (michael@franklincountyflorida.com (850) 653-9783 x 155) | Agenda published on 10/28/2021 at 3:49 PM

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

1. Call to Order

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

2. Prayer and Pledge

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

3. Approval of Minutes – FCBCC Regular Meeting 10/5/2021

**On a motion by Commissioner Ward, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, the Board approved the minutes from the FCBCC Regular Meeting 10/5/2021. Motion carried 5-0.**

4. Payment of County Bills

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

5. Public Comments

Ms. Debbie Jordan spoke to the Board via Zoom regarding the Lanark Fire Department and the affairs of such. She asked the Board to request a new audit be completed.

Mr. Jeffrey Sharkey spoke to the Board via Zoom regarding the document circulated by Commissioner Boldt in reference to a fiber processing center. He said that his company was working with ARPC to submit applications for grants. They are looking for support from panhandle counties. He said that the planning council plans to be the lead entity, but he would like to meet with the commission to discuss the plan.

Chairman Jones said that the ARPC is still waiting to receive some information from Mr. Sharkey before they can recommend it to the Franklin County Board of County Commissioners. Mr. Sharkey said that he wanted to go ahead and alert the Board on the matter.

6. Awards and Recognitions

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

Mr. David Walker recognized the Franklin County EMS for receiving the DOH EMS Provider of the Year award.

The Florida Department Health annually recognizes leadership and service of Florida Emergency Medical Services. This year Franklin County Emergency Medical Service was awarded the EMS Provider of the Year (2021).

Franklin County's EMS was specifically recognized for the leadership role in the Florida EMS system and community, as they have been at the forefront of a Community Paramedic program in Franklin County, while supporting the Department of Health and Franklin County Emergency Operation Center (EOC) during recent emergencies from the COVID pandemic to inclement weather systems. Franklin EMS has demonstrated outstanding initiative in public education and training through placement of AEDs and CPR training in our community. Lastly, Franklin County EMS has demonstrated an excellence and innovation in the areas of quality assurance/improvement and medical control protocol development/implementation through the establishment of telemedicine to support the Community Paramedic program.

We are profoundly proud of our EMS staff and their work in our community. Please give a round of applause to our EMS men and women.

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

Mr. John Solomon recognized the TDC administration for receiving the 2021 Henry Award.

Mr. Solomon thanked the Board for their time and presented the following.

I would like to introduce to you the Franklin County TDC team. This team is not just the administration and the vendors. This team includes you the County Commissioners and the nine volunteers on the TDC board, as well as our lodging providers and our hospitality workers in Franklin County. The TDC team can show and tell people how wonderful it is here on the Forgotten Coast, but the hospitality workers are what keep people coming back year after year.

When the Chamber of Commerce became the administration in January of 2019, we were already a month behind after hurricane Michael came in the first month of that fiscal year and this team stepped up and started the “open for business” campaign and finished off that fiscal year 7.4 % above the previous year’s tourism numbers.

Then in 2019-2020 fiscal year, a world pandemic hit. Yet this team stayed with the task at hand and even after being shut down from visitors for almost two months finished the year off with a 2.5% increase over the year before. Being one of if not the only county in Florida with a tourism increase for that year. I have joked with the Chairman that I would love to see what this team could do in a normal year with no hurricanes or pandemics.

Well, it's still not been normal but as of June this year, yet this team has already surpassed last year’s record numbers with three months left in the fiscal year.

Now with all this going on the numbers speak volumes but during the past two years I am proud to say this team has also won four state tourism awards and this year brought home what is considered the academy award of tourism the Henry Flagler award.

I would like to introduce the rest of the TDC team. Our web media vendor 2K Web Group, Tana Kendrick, our print media vendor Bay Media, Cindy Clark, our video vendor FCTV, Royce Rolstad, my financial director Deb Davis and the head information specialist Jean Lane as well as not here but my assistants Nancy Hodgson and Becca Sapienza. I am honored to be part of this team.

Mr. Solomon read his report to the Board at this time.

### Constitutional Officers

7. Clerk of Courts – Michele Maxwell – Report

Clerk Maxwell had nothing to report to the Board.

### Department Directors Reports

8. Superintendent of Roads and Bridges – Howard Nabors

Informational Items:

- a. Detail of Work Performed and Material Hauled by District

Mr. Nabors gave his condolences for the passing of Mr. Joe Ham.

9. Solid Waste Director – Fonda Davis

Informational Item:

- a. Right-of-Way Debris Pickup/Recycle Material Hauled Report

Mr. Davis said that his crew had been working all week to clean the beaches due to Red Tide. Chairman Jones thanked Mr. Davis and his staff for going over and beyond the call of duty to ensure that our residents and visitors are safe. Commissioner Lockley asked Attorney Shuler if the Board could recoup any of the expenses associated with Red Tide cleanup. Attorney Shuler said that at the direction of the Board he could send a letter to FWC and DEP noting the expense and risk of the cleanup efforts and request reimbursement. However, there is no guarantee the County will recoup the expenses.

**Commissioner Lockley made a motion to send a letter requesting FWC and DEP reimburse the County for the risk and expense of the cleanup efforts due to Red Tide. Commissioner Boldt seconded the motion. Motion carried 5-0.**

Commissioner Parrish said that he has had constituents contact him about vehicles driving on the bike path at the DW Wilson Park. Mr. Davis said that he has been in contact with Mr. Jason White, and he believes that it needs an overlay. Mr. Davis said that he will check with Mr. White to see if he can beef up the section on the path that gives vehicles access to the concession stand. Mr. Davis said that the gate would have to be locked to keep people from driving on it. He noted that it is quite a haul from the parking lot to the concession stand for those restocking for games. Chairman Jones said that the record amount of rain that we have had over the past few months has probably not helped the issue.

Commissioner Boldt pointed out the connection between the County and FWC working together and that the County began cleanup of the beaches before being officially approved. Chairman Jones said that he had contacted several of the larger vacation rental companies to see if a local state of emergency would help. He said that he was told that since this was an environmental issue, trip insurance would not pay out. Mr. Davis noted that the property owner in Eastpoint who is trying to clean up his property has reached out to Mr. Jason White to schedule a meeting. Mr. White's foreman had a family emergency, and the demolition has been delayed.

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, weedand 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 ACFStakeholders group.
- d. Extension Director and Office Manager participated in a UF training regarding fiscalresponsibility 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-sitein Franklin County in October to begin removing all 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 theoyster 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 theUF/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.

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”

ə 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 is 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—now 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 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:

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

EOC electric service. EOC leaking roof Sewer stations/system

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

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.

Questions? /Discussion?

*Mrs. Griffith presented the following items from Mr. Moron's report at this time.*

#### 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.

**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 \$750,000 PTGA for stormwater and drainage improvement at the Airport. Motion carried 5-0.**

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 slope, 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.

**On a motion by Commissioner Boldt, seconded by Commissioner Ward and Commissioner Lockley, and by a unanimous vote of the Board present, the Board authorized the Chairman's signature on the \$150,000 PTGA for obstruction removal at the Airport. Motion carried 5-0.**

Commissioner Parrish inquired as to if the clearance of obstruction is all on airport property, Mr. Mosteller confirmed that it was.

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.

**On a motion by Commissioner Boldt, seconded by Commissioner Lockley, and by a unanimous vote of the Board present, the Board authorized the Chairman's signature on the \$100,000 PTGA for design and replacement of the airfield vault backup generator. Motion carried 5-0.**

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.

**On a motion by Commissioner Lockley, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, the Board authorized the Chairman's signature on the FAA's \$600,000 pre-application for the Apron Rehabilitation Project. Motion carried 5-0.**

Commissioner Lockley asked if the funding would take care of the entire project. Chairman Jones noted that it will only take care of about 1/3 of the cost.

Chairman Jones clarified that this application submitted by ARPC is like a pre-application. It will have to go through a final application phase, where numbers are refined and more definite. It will have a 20% match but since it will be two to three years before it is completed and started Mr. Collins thought it would be something we could apply to FDOT. There will be approximately \$5-6 million coming down from FDOT to help with the project if it gets approved.

13. Weems CEO – David Walker

Action Items:

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.

**On a motion by Commissioner Lockley, seconded by Commissioner Boldt and Commissioner Ward, and by a unanimous vote of the Board present, the Board approved 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.**

Commissioner Parrish asked if the hospital would continue to apply for grants to purchase ambulances. Mr. Walker said that they would continue applying for grants and would bring the additional purchases to the Board for approval. Commissioner Ward said that she believes it is important for us to have adequate equipment to transport our patients especially since we are so rural and must travel to Tallahassee and Panama City. Chairman Jones asked what the average ambulance trip is. Mr. Lewis said that trips average about 44 miles per trip. Mr. Lewis said that a round trip to Tallahassee is 160 miles. Commissioner Boldt asked if the ambulance purchase qualifies for use of funds from the CARES Act funds. Mr. Walker said it does qualify but he said he doesn't know that we want to use these funds on this purchase. The hospital has already purchased an ambulance using the CARES funds. Mr. Lewis let the Board know that the old ambulances with less than 200k miles would be used as backups. **Motion carried 5-0.**

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.

**On a motion by Commissioner Ward, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, the Board appointed Mrs. Delores Croom to the At-Large Hospital Board seat. Motion carried 5-0.**

Mr. Walker introduced the new finance director for the hospital, Ms. Susan Daniels.

***The Board addressed the Planning and Zoning Report at this time.***

### **Planning and Zoning Reports**

#### 16. 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*

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

##### 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*

**On a motion by Commissioner Boldt, seconded by Commissioner Lockley, to approve.**

Chairman Jones questioned what else would be done to make sure that they are meeting the site plan requirements. Mrs. Bankston said it would be only the site plan. Chairman Jones asked if we have a procedure in place to make sure that the revisions are made. Mrs. Bankston said that she would have to work with Mr. Steve on that. She said the Board is welcome to table until the final site plan is presented.

**Commissioner Boldt rescinded his motion to approve. Commissioner Boldt made a motion to table.**

Chairman Jones asked would this need to be sent back to P&Z for approval of the revised site plan. Attorney Shuler said that would be the preferred process, ask them to make the revisions, and send back to P& Z for review. Upon P&Zs approval it will be sent back to the Board after the revisions have been made. **Commissioner Ward seconded the motion. Motion carried 4-0,** Commissioner Lockley stepped out.

17. 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*

Commissioner Ward questioned when subdivisions are created do the applicants have to create correct drainage. Attorney Shuler said for commercial property they are required but he is not sure what Mr. Curenton requires for residential. Chairman Jones reminded the Board that this is a preliminary plat application. Commissioner Parrish said that the applicants should have water, sewer, and storm water management but the box is not checked. How is this going to be handled? Mrs. Bankston said that she believes they are working on the water and sewer and Mr. Curenton should have more information. Chairman Jones said that they would need this information before they come back with a final plat. Attorney Shuler said that he would recommend a motion to table to allow applicants to provide answers to the Board's questions.

**Commissioner Boldt made a motion to table the request to allow applicant time to provide the information requested by the Board. Commissioner Ward seconded the motion.**

Commissioner Lockley asked for clarification. Chairman Jones said the applicants did not check the box about potable water and storm water management. The Board was requesting more information from the applicant.

Commissioner Lockley said that things should not come before the Board unless they are complete. Commissioner Ward said that she like to ensure that as we move forward with new development in the county, that proper drainage is in place. Chairman Jones asked what we are doing to make sure that they follow through with the plans that are submitted to the Board. Commissioner Boldt noted that if development is done correctly, the property is more valuable to the owner.

**Motion carried 5-0.**

The Board recessed at 10:04 a.m. and reconvened at 10:30 a.m.

**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).

Mr. Curenton presented the amendment to the Board confirming that it has been advertised as required and has been on file for at least ten days at the Clerk's office for public view. Mr. Curenton said the amendment would satisfy the State's requirement. The State passed a law requiring the private property rights provision be added into the ordinance. The State presented proposed language to be adopted. The ordinance will be transmitted to the State for their review and then back to the Board for final approval.

Chairman Jones asked if the land use changes following this item would need to be tabled until after the amendment is adopted. Mr. Curenton said the following items are small scale changes that don't have to go to the State for approval. Commissioner Parrish asked about mineral rights and if the amendment excluding property owners retaining them. Mr. Curenton said that the amendment does not change any land ownership.

Chairman Jones called for public comment in the boardroom and online. Mr. Mike Thornburg called into the meeting but had difficulty with his audio. Attorney Shuler said the vote would need to adopt the ordinance as proposed and submit to the State for approval.

**On a motion by Commissioner Ward, seconded by Commissioner Boldt, to adopt the ordinance as proposed and submit to the State for approval.**

Commissioner Lockley asked if the Board could procedurally move forward with a vote, with a public caller not able to give his public comments. Attorney Shuler asked Mrs. Bankston to reach out to the public caller again. Mrs. Bankston stated the call-in number for the caller to call into. Attorney Shuler asked Mrs. Bankston to repeat, which she did.

Mr. Thornburg called into the meeting by telephone. Mr. Thornburg wanted to speak on the private land use change and will stay on for that item. No comment on the comprehensive plan amendment. **Motion carried 5-0.**

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.

Attorney Shuler inquired as to where the property is located. Mrs. Bankston said the property is in Eastpoint on Bayshore Drive and Highway 98. Chairman Jones noted that the way it looks, the property does not have access to Bayshore Drive. Attorney Shuler confirmed the hearing had been publicly advertised as required. Chairman Jones called for public comment.

Mr. Thornburg spoke in opposition of the land use change from commercial to residential. He urged the Board to wait for the feasibility study results to come back. He noted the limited commercial property in Eastpoint and how it may affect future businesses from relocating here.

Commissioner Boldt said that Mr. Thornburg had a very compelling argument. He said that this request seems to be disobeying the comprehensive plan and seems to be spot zoning.

Mrs. Bankston read the proposed ordinance. Chairman Jones noted that in the last couple of months there was a request in Commissioner Boldt's district for a similar rezoning. Chairman Jones said that we do need work forced housing and elaborated on the meaning of such. He said that work forced housing was not investment property. He said that he doesn't know if Eastpoint wants to see this particular use on this property.

Chairman Jones called for public comments.

Mrs. Amy Crosby spoke to the Board in opposition of the rezoning noting that there are two subdivisions in Eastpoint that are underdeveloped and one that isn't developed at all. She said that she feels we should develop those first.

Mr. Dan Garlick said that the issue is the landowner is a large employer and he has employees who can't afford housing in the current subdivisions. The prices in the subdivision are substantially higher and not affordable for the working class. Mr. Garlick addressed Commissioner Boldt's comment regarding spot zoning. He said that it is a little bit different for this property due to the access is only 60 feet. It is not ideal for commercial use due to the location. He said that the maximum proposed density is 39 homes. Commissioner Parrish said that he felt it was too much density for the property. He said that he is worried about commercial and residential compatibility. Commissioner Lockley spoke and said that he doesn't believe in telling people what to do with their property. Commissioner Ward said that she personally doesn't think this is an ideal location for work forced housing.

**Commissioner Ward made a motion to deny the request. Commissioner Boldt seconded the motion.**

Mr. Garlick asked to withdraw the request at this time. Chairman Jones confirmed. Mr. Garlick said he believes that the Commissioners are missing out on an opportunity, Commissioner Lockley agreed. Attorney Shuler asked if there were any other comments from the Board and confirmed that Mr. Garlick had withdrawn his request. Commissioner Parrish said that no one had told him what these houses are going to cost, nor given a description of what the plan is. Mr. Garlick presented the preliminary plan to the Board for review. Attorney Shuler noted that R-7 does not permit trailers. Mr. Garlick asked if he could rescind his withdrawal and ask the Board to table for him to provide the site plan for the Board to review. Attorney Shuler said that if he rescinded his withdrawal the Board would be in the middle of a vote. Attorney Shuler said there has been a lot of discussion but no Board action at this time and he feels the applicant can rescind the withdrawal.

**Commissioner Ward rescinded her motion to deny the request to give Mr. Garlick and the applicant an opportunity to bring back a site plan for the Board's review. Motion seconded by Commissioner Boldt. Motion carried 5-0.**

Attorney Shuler said that readvertising the hearing would be appropriate for a specific date of December 21<sup>st</sup>.

**Commissioner Lockley made a motion to table the item until the December 21<sup>st</sup> meeting which will be readvertised in the newspaper. Motion seconded by Commissioner Ward. Motion carried 5-0.**

16. Zoning Change Request 5.9 +/- Acre Parcel 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-& MULTI-FAMILY HIGH DENSITY DISTRICT.

*See item listed above.*

## Planning and Zoning Reports

### *All items addressed earlier in the meeting.*

#### 16. Critical Shoreline Applications

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*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*

#### 17. Preliminary Plat Applications

##### a. Miller's Landing

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Board recommended approval

*BOARD ACTION: Approve, Table, or Deny*

Commissioner Ward questioned when subdivisions are created do the applicants have to create correct drainage. Attorney Shuler said for commercial property they are required but he is not sure what Mr. Curenton requires for residential. Chairman Jones reminded the Board that this is a preliminary plat application. Commissioner Parrish said that the applicants should have water, sewer, and storm water management but the box is not checked. How is this going to be handled? Mrs. Bankston said that she believes they are working on the water and sewer and Mr. Curenton should have more information. Chairman Jones said that they would need this information before they come back with a final plat. Attorney Shuler said that he would recommend a motion to table to allow applicants to provide answers to the Board's questions.



## 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

#### 2. 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.

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

### FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS

#### RESOLUTION

WHEREAS, the Florida Department of Transportation has proposed to enter 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.

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.

**On a motion by Commissioner Boldt, seconded by Commissioner Lockley, and by a unanimous vote of the Board present, the Board accepted the cost estimate and authorized the Chairman to sign the attached notice of award to AECOM Technical Services, Inc. Motion carried 5-0.**

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.

**On a motion by Commissioner Boldt, seconded by Commissioner Ward, and by a unanimous vote of the Board present, the Board approved and authorized the Chairman to sign the attached notice of award to Pigott Asphalt and Sitework, LLC. Motion carried 5-0.**

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.

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

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.

**On a motion by Commissioner Parrish, seconded by Commissioner Lockley, and by a unanimous vote of the Board present, the Board authorized advertising for bids for the CR30A widening and resurfacing project. Motion carried 5-0.**

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.

**On a motion by Commissioner Lockley, seconded by Commissioner Parrish, and by a unanimous vote of the Board present, the Board approved the payment of the attached sales agreement for ADA accessible voting equipment from sole source provider Elections Systems Software from the Capital Outlay Fund. Motion carried 5-0.**

Chairman Jones noted that this is the way we should be making purchases and not added to the budget each year.

21. County Coordinator – Michael Moròn

#### 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.

#### *Item addressed earlier in the meeting.*

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.

#### *Item addressed earlier in the meeting.*

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 slope, 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.

#### *Item addressed earlier in the meeting.*

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.

***Item addressed earlier in the meeting.***

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.

***Item addressed earlier in the meeting.***

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.

**On a motion by Commissioner Lockley, seconded by Commissioner Parrish, 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.**

Chairman Jones asked if it would be beneficial if Senator Ausley supported our FRDAP. Mrs. Griffith said that we can mention that the two grant applications have been submitted and see if they can assist with getting them pushed through.

**Commissioner Lockley amended his motion to include the FRDAP grants, Commissioner Parrish seconded. Motion carried 5-0.**

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

Commissioner Lockley asked if the employees were wearing respirators while cleaning up from the Red Tide. Chairman Jones said he believed they were limiting to an hour at a time exposure. Chairman Jones asked Mrs. Griffith to clarify what is being done and report back to the Board. Commissioner Lockley said the employees should be wearing some type of protection.

Commissioner Boldt said that he would like Franklin County to consider being the lead entity for the Florida Hemp Fiber Innovation Project. Chairman Jones noted that ARPC is waiting for answers to questions regarding the project before proceeding. Commissioner Lockley noted the lack of housing.

Commissioner Boldt expressed his opinion that the Board should consider building the new EOC on Highway 65 near the sheriff’s department. Chairman Jones reminded Commissioner Boldt that the Board had voted to build the EOC at the airport. He advised Commissioner Boldt that if he wanted to bring this item back before the Board with new information, he would need to request it be added to an agenda.

## 22. County Attorney – Michael Shuler

Attorney Shuler requested the Board authorize him to investigate the recent amendments to the FEMA Elevation map. The proposed map would adversely affect both airports. Presently all buildings and hangars are outside the flood plain, under the proposed changes all would be in a flood plain. This is a time sensitive issue as we only have 90 days to challenge. Attorney Shuler requested permission to investigate the matter and report back to the Board with one or more firms to fight the updates.

Commissioner Parrish said that the Board need to get a firm on board to establish a case for us before the 90 days is up. He said that he believes it will be detrimental to the airport regarding obtaining future grants and funding.

**Commissioner Parrish made a motion to direct Attorney Shuler to move forward and bring information back to the Board at the next Board meeting as far as firms go and what the cost will be to defend the Board in this action. Seconded by Commissioner Lockley.**

Commissioner Lockley said that he didn’t understand the reasoning of the changes, and the airport was built back in the war. **Motion carried 5-0.**

Commented on record 2 500-year floods, Category 5 hurricane and the airport didn’t flood.

Attorney Shuler asked the Board if they had any questions regarding the update on the straw ballot, opioid settlement funds or Carrabelle Beach flag system. There were no questions from the Board. Commissioner Parrish said that he was not in favor of the straw ballot for St. George Island. He said that everyone he has talked to is not in favor of the incorporation. Chairman Jones asked if there had to be a certain population to incorporate. Attorney Shuler said there are certain requirements. He previously provided this information to the Board.

s.165.061(1)(b) requires that SGI have a minimum population of 1500 persons. According to the 2020 census, SGI has 990 residents.

s.165.061(1)(c) requires that SGI have a minimum density of 1.5 persons per acres. According to the 2020 census, and varying calculations of the boundaries to be incorporated, SGI does not appear to be anywhere near the required densities.

I've asked Mr. Curenton to review population data and provide a calculation of density which includes all of SGI except for the state park area and it shows .14 persons per acre. If you include all of SGI, the average population drops to .12 persons per acre - nowhere close to the statutory requirement of 1.5 persons per acre. However, this section has a second provision stating that if the population fails to satisfy the density requirements, then incorporation is possible if there are extraordinary conditions requiring incorporation. I did a Westlaw search online and found no cases in which a town was incorporated using the "extraordinary conditions requiring incorporation" provision of the statute.

### **Commissioners' Comments & Adjournment**

#### **22. Commissioners' Comments**

Commissioner Ward reminded the Commissioners of the ARPC Code Enforcement workshop being held on Wednesday, October 20<sup>th</sup> at 5 pm. The other workshops will be held on November 3<sup>rd</sup>, 10<sup>th</sup>, and 17<sup>th</sup> and December 1<sup>st</sup>. Commissioner Parrish asked if they could show up at any of the meetings. Attorney Shuler said they would need to advertise that one or more of the County Commissioners may attend any of the meetings. He reminded the Commissioners of the Sunshine Law and to refrain from speaking amongst themselves at the meetings. County staff will revise the advertisement to include this language. Commissioner Boldt noted that the issues with the Lanark Village fire department are being managed and contained. There were no further Commissioners' comments.

#### **23. Adjournment**

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

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Ricky Jones – Chairman

Attest:

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Michele Maxwell – Clerk of Courts

November 2, 2021  
Franklin County Road Department  
Detail of Work Performed and Material Hauled by District  
Detail from 10/14/2021 - 10/27/2021

**District 1 - Commissioner Ricky Jones**

**Work Performed:**

<u>Work Performed:</u>	<u>Date</u>	<u>Road</u>
Driveway repair	10/20/2021	South Bay Shore Drive
Red Tide - Removed red tide debris	10/20/2021	St. George Island
Litter Pickup, Weed Eat & Cut Grass around signs & Culverts	10/20/2021	Avenue A (District 1)
Driveway repair	10/20/2021	South Bay Shore Drive
Litter Pickup, Weed Eat & Cut Grass around signs & Culverts	10/20/2021	Tallahassee Street
Litter Pickup, Weed Eat & Cut Grass around signs & Culverts	10/20/2021	Tip Tucker Road
Cleaned out culverts	10/21/2021	3rd Street
Shoulder Work	10/21/2021	Daisey Street
Litter Pickup	10/21/2021	Avenue A (District 1)
Litter Pickup, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	10/25/2021	Avenue A (District 1)
Litter Pickup, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	10/25/2021	Avenue A (District 1)
Weed Eat & Cut Grass around signs & Culverts	10/26/2021	Avenue A (District 1)
Cut grass in ditches	10/26/2021	2nd Street
Litter Pickup, Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	10/26/2021	2nd Street
Dig out ditches	10/26/2021	2nd Street
Litter Pickup, Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	10/26/2021	Avenue A (District 1)
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches, Litter Pickup	10/26/2021	2nd Street
Weed Eat & Cut Grass around signs & Culverts	10/27/2021	Washington Street
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches, Cut grass along shoulders of road on county right of way	10/27/2021	Tallahassee Street
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches, Cut grass along shoulders of road on county right of way	10/27/2021	Dunlap Road
Weed Eat & Cut Grass around signs & Culverts	10/27/2021	Old Ferry Dock Road
Weed Eat & Cut Grass around signs & Culverts	10/27/2021	Tallahassee Street
Weed Eat & Cut Grass around signs & Culverts	10/27/2021	Dunlap Road
Weed Eat & Cut Grass around signs & Culverts	10/27/2021	Tallahassee Street
Weed Eat & Cut Grass around signs & Culverts	10/27/2021	Dunlap Road
Weed Eat & Cut Grass around signs & Culverts	10/27/2021	Washington Street
Weed Eat & Cut Grass around signs & Culverts	10/27/2021	Washington Street

**0**

**Material HAUL From:**

<u>Material HAUL From:</u>	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Ditch Dirt	10/25/2021	W Bay Shore Drive	18	0
Ditch Dirt	10/26/2021	2nd Street	18	0
<b>Ditch Dirt</b>		<b>TOTAL</b>	<b>36</b>	<b>0</b>
Litter	10/20/2021	Tallahassee Street	1	0
Litter	10/20/2021	Avenue A (District 1)	1	0
Litter	10/20/2021	Tip Tucker Road	1	0
<b>Litter</b>		<b>TOTAL</b>	<b>3</b>	<b>0</b>
Red Tide Sand/debris	10/20/2021	St. George Island Lighthosue	126	0



**District 1 - Commissioner Ricky Jones****Material HAUL From:**

<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Red Tide Sand/debris	10/20/2021	St. George Island	126 0
<b>Red Tide Sand/debris</b>		<b>TOTAL</b>	<b>252 0</b>

**Material HAUL To:**

<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Dirty 89 Lime Rock	10/20/2021	South Bay Shore Drive	2 0
<b>Dirty 89 Lime Rock</b>		<b>TOTAL</b>	<b>2 0</b>

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

<u>Date</u>	<u>Road</u>
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	10/14/2021 CR67
Cut grass along shoulders of road on county right of way	10/14/2021 Crooked River Road
Cut grass along shoulders of road on county right of way	10/14/2021 Duvall Road
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	10/14/2021 CR67
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	10/14/2021 CR67
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	10/14/2021 CR67
Pot hole Repair (Fill), Washout Repair, Shoulder Work	10/14/2021 Royal Tern Way
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	10/14/2021 CR67
Pot hole Repair (Fill), Shoulder Work, Washout Repair	10/14/2021 Royal Tern Way
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	10/14/2021 CR67
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	10/18/2021 CR67
Cut grass along shoulders of road on county right of way	10/18/2021 McIntyre Road
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	10/18/2021 CR67
Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	10/18/2021 CR67
Box drag	10/18/2021 3rd Street E (City of Carrabelle)
Box drag	10/18/2021 Duvall Road
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	10/18/2021 CR67
Box drag	10/19/2021 Jubilee Street
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches, Litter Pickup	10/19/2021 CR67
Box drag	10/19/2021 Iowa Street
Graded Road(s)	10/19/2021 Duvall Road
Box drag	10/19/2021 Miller Street
Box drag	10/19/2021 Collins Avenue
Box drag	10/19/2021 Kansas Street
Box drag	10/19/2021 Enabob Street
Box drag	10/19/2021 Maine Street
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches, Litter Pickup	10/19/2021 CR67
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches, Litter Pickup	10/21/2021 CR67
Cut bushes back, Trim Trees	10/21/2021 Newman Drive
Pot hole Repair (Fill)	10/21/2021 Bald Point Road
Pot hole Repair (Fill)	10/21/2021 Lakeview Drive
Trim Trees, Cut bushes back	10/21/2021 St Teresa Ave
Pot hole Repair (Fill)	10/21/2021 Cobia Street
Pot hole Repair (Fill)	10/21/2021 Lakeview Drive
Trim Trees, Cut bushes back	10/21/2021 St Teresa Ave
Graded Road(s), Washout Repair	10/21/2021 Duvall Road
Driveway repair	10/21/2021 2nd Street E (City of Carrabelle)
Weed Eat & Cut Grass around signs & Culverts	10/25/2021 Apalachee Street

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

<b><u>Work Performed:</u></b>	<b><u>Date</u></b>	<b><u>Road</u></b>
Cut bushes back, Trim Trees	10/25/2021	Newman Drive
Cut grass in ditches, Cleaned around fence	10/25/2021	Collins Avenue
Checked county roads for safety of traveling for public	10/25/2021	Carlton Avenue
Cut grass along shoulders of road on county right of way, Cleaned around fence	10/25/2021	Collins Avenue
Trim Trees, Cut bushes back	10/25/2021	Newman Drive
Weed Eat & Cut Grass around signs & Culverts	10/25/2021	Apalachee Street
Road Repair, Graded Road(s), Shoulder Work	10/27/2021	Harbor Circle
Road Repair, Graded Road(s), Shoulder Work	10/27/2021	Lakeview Drive
Road Repair, Graded Road(s), Shoulder Work	10/27/2021	Cypress Street
Road Repair, Graded Road(s), Shoulder Work	10/27/2021	Harry Morrison Island Road
Road Repair, Graded Road(s), Shoulder Work	10/27/2021	Tarpon Street
Road Repair, Graded Road(s), Shoulder Work	10/27/2021	Grouper Street
Loaded Trucks	10/27/2021	Stock Pile, CR 370 - Alligator Drive - Alligator

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

<b><u>Material HAUL From:</u></b>	<b><u>Date</u></b>	<b><u>Road</u></b>	<b><u>Cubic Yards</u></b>	<b><u>Tons</u></b>
Dirty 89 Lime Rock	10/27/2021	Stock Pile, CR 370 - Alligator Drive - Alligator	36	0
Dirty 89 Lime Rock	10/27/2021	Stock Pile, CR 370 - Alligator Drive - Alligator	18	0
Dirty 89 Lime Rock	10/27/2021	Stock Pile, CR 370 - Alligator Drive - Alligator	18	0

**Dirty 89 Lime Rock****TOTAL****72****0**

Litter	10/19/2021	CR67	1	0
Litter	10/21/2021	CR67	2	0

**Litter****TOTAL****3****0**

Sand	10/27/2021	Stock Pile, CR 370 - Alligator Drive - Alligator	18	0
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**Sand****TOTAL****18****0**

Trees	10/21/2021	St Teresa Ave	9	0
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**Trees****TOTAL****9****0****Material HAUL To:**

<b><u>Material HAUL To:</u></b>	<b><u>Date</u></b>	<b><u>Road</u></b>	<b><u>Cubic Yards</u></b>	<b><u>Tons</u></b>
50# Bagged Asphalt	10/14/2021	Royal Tern Way	3	0

**50# Bagged Asphalt****TOTAL****3****0**

Black Dirt	10/19/2021	Duvall Road	36	0
Black Dirt	10/21/2021	Duvall Road	108	0

**Black Dirt****TOTAL****144****0**

Cold Mix, Asphalt	10/21/2021	Lakeview Drive	1	0
Cold Mix, Asphalt	10/21/2021	Cobia Street	1	0

**Cold Mix, Asphalt****TOTAL****2****0**

Dirty 89 Lime Rock	10/21/2021	2nd Street E (City of Carrabelle)	4	0
Dirty 89 Lime Rock	10/27/2021	Tarpon Street	18	0
Dirty 89 Lime Rock	10/27/2021	Harbor Circle	18	0
Dirty 89 Lime Rock	10/27/2021	Cypress Street	36	0
Dirty 89 Lime Rock	10/27/2021	Harbor Circle	18	0

**Dirty 89 Lime Rock****TOTAL****94****0**

Sand	10/20/2021	Lanark	4	0
Sand	10/27/2021	Alligator Drive	18	0

**Sand****TOTAL****22****0**

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

Litter Pickup	10/26/2021	Martin Luther King Jr. Ave. (City of Apalachic
Driveway repair	10/27/2021	Avenue F (City of Apalachicola)
Shoulder Work	10/27/2021	Ellis Van Vleet Street (City of Apalachicola)

**0****Material HAUL To:**

Ditch Dirt	10/26/2021	12th Street (City of Apalachicola)	9	0
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<b>Ditch Dirt</b>	<b>TOTAL</b>	<b>9</b>	<b>0</b>
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Milled Asphalt	10/27/2021	Avenue F (City of Apalachicola)	3	0
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Milled Asphalt	10/27/2021	Ellis Van Vleet Street (City of Apalachicola)	3	0
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<b>Milled Asphalt</b>	<b>TOTAL</b>	<b>6</b>	<b>0</b>
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**District 4 - Commissioner Smokey Parrish****Work Performed:**

Graded Road(s)	10/18/2021	13 Mile
Graded Road(s)	10/18/2021	10 Mile
Graded Road(s)	10/18/2021	8 Mile
Graded Road(s)	10/18/2021	Teat Road
Graded Road(s)	10/18/2021	Deason Street
Litter Pickup	10/19/2021	13 Mile
Litter Pickup	10/19/2021	CR30A
Graded Road(s)	10/19/2021	Oak Drive
Graded Road(s)	10/19/2021	Deason Street
Litter Pickup	10/19/2021	CR30A
Graded Road(s)	10/19/2021	CR30A
Culvert installation, Rake, Driveway repair	10/20/2021	Peachtree Road
Litter Pickup	10/20/2021	Pal Rivers Road
Culvert installation	10/20/2021	Peachtree Road
Litter Pickup	10/20/2021	Pal Rivers Road
Cut grass along shoulders of road on county right of way	10/20/2021	Field on 13 Mile and CR30
Cut grass along shoulders of road on county right of way	10/20/2021	CR30A
Culvert installation	10/20/2021	Peachtree Road
Cut grass along shoulders of road on county right of way	10/21/2021	Moses Road
Cut grass along shoulders of road on county right of way	10/21/2021	13 Mile
Cut grass along shoulders of road on county right of way	10/21/2021	Tilton Road
Cut grass along shoulders of road on county right of way	10/21/2021	Teat Road
Cut grass along shoulders of road on county right of way	10/25/2021	Bay City Work Camp
Weed Eat & Cut Grass around signs & Culverts	10/25/2021	Thomas Drive
Dig out ditches	10/25/2021	Bayview Drive
Weed Eat & Cut Grass around signs & Culverts	10/25/2021	Brownsville Road
Dig out ditches	10/25/2021	Thomas Drive
Weed Eat & Cut Grass around signs & Culverts	10/25/2021	Thomas Drive
Cut grass along shoulders of road on county right of way	10/26/2021	Bay City Work Camp
Mill Asphalted Road	10/26/2021	Emergency Management (Apalachicola)
Cut grass along shoulders of road on county right of way	10/26/2021	Pal Rivers Road
Litter Pickup	10/26/2021	Roundabout between Pal Rivers Rd & Brow
Parking lot repair, Driveway repair	10/26/2021	Emergency Management (Apalachicola)
Cut bushes back	10/27/2021	Bluff Road
Cut grass along shoulders of road on county right of way	10/27/2021	Fence Line Apalachicola Air Port

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

Cut grass along shoulders of road on county right of way	10/27/2021	Pal Rivers Road
Litter Pickup	10/27/2021	Brownsville Road
Litter Pickup	10/27/2021	BayShore Drive
Litter Pickup	10/27/2021	Thomas Drive
Cut grass along shoulders of road on county right of way	10/27/2021	Field on Pal Rivers Road

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

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Ditch Dirt	10/25/2021	Thomas Drive	18	0
Ditch Dirt	10/25/2021	Bayview Drive	36	0
Ditch Dirt	10/26/2021	Emergency Management (Apalachicola)	18	0

<b>Ditch Dirt</b>	<b>TOTAL</b>	<b>72</b>	<b>0</b>
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Litter	10/19/2021	13 Mile	3	0
Litter	10/19/2021	CR30A	2	0
Litter	10/27/2021	Brownsville Road	3	0
Litter	10/27/2021	BayShore Drive	1	0
Litter	10/27/2021	Thomas Drive	1	0

<b>Litter</b>	<b>TOTAL</b>	<b>10</b>	<b>0</b>
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Sand	10/20/2021	Pal Rivers Road	4	0
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<b>Sand</b>	<b>TOTAL</b>	<b>4</b>	<b>0</b>
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**Material HAUL To:**

Black Dirt	10/25/2021	Bayview Drive	18	0
<b>Black Dirt</b>		<b>TOTAL</b>	<b>18</b>	<b>0</b>

Dirty 89 Lime Rock	10/19/2021	Deason Street	36	0
Dirty 89 Lime Rock	10/20/2021	Peachtree Road	18	0

<b>Dirty 89 Lime Rock</b>	<b>TOTAL</b>	<b>54</b>	<b>0</b>
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Ditch Dirt	10/26/2021	Cypress Street	9	0
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<b>Ditch Dirt</b>	<b>TOTAL</b>	<b>9</b>	<b>0</b>
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Milled Asphalt	10/19/2021	Oak Drive	18	0
Milled Asphalt	10/26/2021	Emergency Management (Apalachicola)	54	0

<b>Milled Asphalt</b>	<b>TOTAL</b>	<b>72</b>	<b>0</b>
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Sand	10/20/2021	Peachtree Road	18	0
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<b>Sand</b>	<b>TOTAL</b>	<b>18</b>	<b>0</b>
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**District 5 - Commissioner Jessica Ward****Work Performed:**

	<u>Date</u>	<u>Road</u>
Graded Road(s)	10/14/2021	Jeffie Tucker Road
Graded Road(s)	10/14/2021	Gardners Landing Road
Graded Road(s)	10/14/2021	Sand Beach Road
Graded Road(s)	10/14/2021	Chason Road
Graded Road(s)	10/14/2021	North Road
Box drag	10/18/2021	Carrabelle Lighthouse
Cut Trees down and removed	10/18/2021	Bloody Bluff Road
Dig out ditches	10/18/2021	Quail Run Drive
Dig out ditches	10/18/2021	Herndon Road
Culvert installation	10/18/2021	Herndon Road
Box drag	10/18/2021	Parking Lot, Carrabelle Lighthouse

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

	<b><u>Date</u></b>	<b><u>Road</u></b>
Box drag	10/18/2021	Cape Street
Cut Trees down and removed	10/18/2021	Bloody Bluff Road
Cut Trees down and removed, Cut bushes back	10/19/2021	Sybil Court
Cut Trees down and removed, Cut bushes back	10/19/2021	Sybil Court
Culvert installation	10/19/2021	Cape Street
Driveway repair	10/19/2021	Frank McKamey Way
Culvert installation	10/19/2021	Cape Street
Driveway repair	10/19/2021	Frank McKamey Way
Cleaned out culverts	10/19/2021	Sybil Court
Culvert installation	10/19/2021	Cape Street
Litter Pickup, Weed Eat & Cut Grass around signs & Culverts	10/20/2021	Bear Creek Rd
Litter Pickup, Weed Eat & Cut Grass around signs & Culverts	10/20/2021	Otterslide Road
Pot hole Repair (Fill)	10/20/2021	10th Street
Litter Pickup, Weed Eat & Cut Grass around signs & Culverts	10/20/2021	Avenue A (District 5)
Driveway repair	10/20/2021	Wilderness Road
Driveway repair	10/20/2021	Ridge Road
Pot hole Repair (Fill)	10/20/2021	10th Street
Driveway repair	10/20/2021	Ridge Road
Driveway repair	10/20/2021	Wilderness Road
Driveway repair	10/21/2021	Beacon Street
Litter Pickup	10/21/2021	Avenue A (District 5)
Litter Pickup, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	10/25/2021	Avenue A (District 5)
Cut bushes back, Trim Trees	10/25/2021	Sanborn 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	10/25/2021	Avenue A (District 5)
Trim Trees, Cut bushes back	10/25/2021	Sanborn Road
Driveway repair	10/25/2021	Franklin County Humane Society
Cut grass along shoulders of road on county right of way	10/25/2021	Sand Beach Road
Cut grass along shoulders of road on county right of way	10/25/2021	North Road
Cut grass along shoulders of road on county right of way	10/25/2021	Jeffie Tucker Road
Driveway repair	10/25/2021	Franklin County Humane Society
Cut grass along shoulders of road on county right of way	10/26/2021	Bloody Bluff Road
Cut grass along shoulders of road on county right of way	10/26/2021	Gardners Landing Road
Cut Trees down and removed	10/26/2021	Scotts Road
Cut grass along shoulders of road on county right of way	10/26/2021	Scotts Road
Cut Trees down and removed	10/26/2021	Scotts Road
Weed Eat & Cut Grass around signs & Culverts	10/26/2021	Bloody Bluff Road
Litter Pickup, Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	10/26/2021	Avenue A (District 5)
Weed Eat & Cut Grass around signs & Culverts	10/26/2021	Avenue A (District 5)
Cut grass along shoulders of road on county right of way	10/27/2021	Brick Yard Road (Forestry Road #129)
Cut grass along shoulders of road on county right of way	10/27/2021	Addies Road
Cut grass along shoulders of road on county right of way	10/27/2021	Owl Creek Road (Forestry Road #129A)

0

**Material HAUL From:**

	<b><u>Date</u></b>	<b><u>Road</u></b>	<b><u>Cubic Yards</u></b>	<b><u>Tons</u></b>	<b>Page 37</b>
Ditch Dirt	10/18/2021	Herndon Road	18	0	
Ditch Dirt	10/18/2021	Quail Run Drive	18	0	
Ditch Dirt	10/19/2021	Cape Street	9	0	

**District 5 - Commissioner Jessica Ward**

<b><u>Material HAUL From:</u></b>	<b><u>Date</u></b>	<b><u>Road</u></b>	<b><u>Cubic Yards</u></b>	<b><u>Tons</u></b>
<b>Ditch Dirt</b>		<b>TOTAL</b>	<b>45</b>	<b>0</b>
Litter	10/20/2021	Avenue A (District 5)	1	0
Litter	10/20/2021	Bear Creek Rd	1	0
Litter	10/20/2021	Otterslide Road	1	0
<b>Litter</b>		<b>TOTAL</b>	<b>3</b>	<b>0</b>
Trees	10/21/2021	Bloody Bluff Road	9	0
<b>Trees</b>		<b>TOTAL</b>	<b>9</b>	<b>0</b>
<b><u>Material HAUL To:</u></b>	<b><u>Date</u></b>	<b><u>Road</u></b>	<b><u>Cubic Yards</u></b>	<b><u>Tons</u></b>
Cold Mix, Asphalt	10/20/2021	10th Street	3	0
<b>Cold Mix, Asphalt</b>		<b>TOTAL</b>	<b>3</b>	<b>0</b>
Dirty 89 Lime Rock	10/14/2021	Sand Beach Road	54	0
Dirty 89 Lime Rock	10/14/2021	Jeffie Tucker Road	18	0
Dirty 89 Lime Rock	10/14/2021	Gardners Landing Road	18	0
Dirty 89 Lime Rock	10/15/2021	Gardners Landing Road	18	0
Dirty 89 Lime Rock	10/15/2021	North Road	18	0
Dirty 89 Lime Rock	10/15/2021	Sand Beach Road	18	0
Dirty 89 Lime Rock	10/18/2021	Herndon Road	18	0
Dirty 89 Lime Rock	10/19/2021	Cape Street	18	0
Dirty 89 Lime Rock	10/19/2021	Frank McKamey Way	9	0
Dirty 89 Lime Rock	10/20/2021	Ridge Road	3	0
Dirty 89 Lime Rock	10/20/2021	Wilderness Road	4	0
Dirty 89 Lime Rock	10/21/2021	Beacon Street	4	0
<b>Dirty 89 Lime Rock</b>		<b>TOTAL</b>	<b>200</b>	<b>0</b>
Milled Asphalt	10/25/2021	Franklin County Humane Society	4	0
<b>Milled Asphalt</b>		<b>TOTAL</b>	<b>4</b>	<b>0</b>
Sand	10/15/2021	Sand Beach Road	18	0
Sand	10/18/2021	Herndon Road	18	0
Sand	10/19/2021	Cape Street	9	0
<b>Sand</b>		<b>TOTAL</b>	<b>45</b>	<b>0</b>



## 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** November 2, 2021

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

### SUBJECT(S):

### FOR BOARD INFORMATION:

**October 14<sup>th</sup> – October 28<sup>th</sup>**

#### **RIGHT-OF-WAY DEBRIS PICKUP**

Apalachicola	Eastpoint	St George Island	Carrabelle	Lanark	Alligator Point
24.39 TONS	22.49 TONS	63.9 TONS	75.85 TONS	28.52 TONS	10.84 TONS

#### **RECYCLE MATERIAL HAULED**

	Apalachicola	Eastpoint	St George Island	Carrabelle	Lanark	Alligator Point	St James
Cardboard	5.21 TONS	6.67 TONS	7.54TONS	3.65 TONS	-0- TONS	-0- TONS	.29 TONS
Plastic, Paper, Glass, Aluminum .53	-0-TONS	-0- TONS	-0-TONS	-0-TONS	-0-TONS	-0-TONS	-0-TONS

**REQUESTED ACTION: None**

**BCC Report for October 19, 2021 from the airport:**

Good Morning Commissioners,

**Most of today's report is FYI and up-date.**

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

**No update at this time.**

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.

**Up—date: Mo gas was discussed at a meeting concerning the fuel farm last week with Michael, Andrew, John and myself.**

c) FYI: **Jingoli Power lease—Construction appears near completion.**

d) **FYI:** Commissioners--the FDOT is requesting updating contact information concerning the airport—no matter how temporary.

**Up—date: Michael sent update e-mail.**

e) Flooding between “T” hangars “B” and “C”.

Have discussed with Howard and am waiting for inspection and discussion with John.

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

g) FYI: **Vault generator repair.**

**Ring Power has completed repairs.**

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 program/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 and also Fonda—at the moment crew is very busy catching up and still recuperating.**

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 in previous meetings--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.**

**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

GAO

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?

Respectfully,

Ted Mosteller  
Airport Manager

**Exhibit A**  
**CAPITAL IMPROVEMENTS SCHEDULE 2019-2024**

PROJECT	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	Funded	Funding Source
<b>Infrastructure</b>							
New Emergency Operation Center			\$ 1,000,000			Unfunded	Grant Funding
SGI Stormwater Improvements				\$ 5,000,000		Unfunded	Grant Funding
County Jail Window Replacement					\$ 800,000	Unfunded	Grant Funding
<b>Parks and Recreation</b>							
Fort Coombs Armory Phase III				\$ 1,750,000		Unfunded	Grant Funding
Fort Coombs Armory Sprinkler Sys.	\$ 280,000					Funded	State Fire Marshal
Fort Coombs Armory Sprinkler Sys.	\$ 100,000					Funded	TDC
Vrooman Park Improvements		\$ 500,000				Unfunded	FRDAP
SGI Beach Access Walkovers			\$ 200,000			Unfunded	FRDAP
SGI Lighthouse Park Improvements		\$ 200,000				Unfunded	FRDAP
Carrabelle Beach Wayside Park - Repair Picnic Shelters				\$ 156,056		Unfunded	DHR Grant
SGI Fishing Pier Restrooms			\$ 234,520			Unfunded	Grant Funding
SGI Seawall Replacement		\$ 614,310				Funded	Grant Funding
Old Ferry Dock Boat Ramp Const.		\$ 1,246,711				Unfunded	FBIP & Sport Fish Restoration
<b>Transportation Facilities</b>							
Alligator Drive Reconstruction	\$ 5,583,530					Funded	FEMA
CR 30A - 13 Mile to Hwy 98	\$ 1,376,018					Funded	FDOT SCOP
CR 370 Alligator Dr. Sidewalk		\$ 371,000				Funded	FDOT LAP
CR 370 Alligator Dr. Sidewalk Ph III	\$ 1,569,000					Funded	FDOT LAP
Otter Slide/Avenue A Sidewalk				\$ 46,000		Funded	FDOT LAP
SGI Multi-Use Path Improvements					\$ 1,000,000	Unfunded	Grant Funding
CR 379 Mill Road Reconstruction				\$ 1,086,026		Unfunded	FDOT Grant
CR 67 Tallahassee St Repaving						Funded	FDOT SCOP
CR 67 Repaving - Bridge to SFR 166	\$1,970,050					Funded	FDOT SCRAP
CR 67 Womack Creek Culverts		\$ 1,329,213				Funded	FDOT SCOP
CR 67 Repaving - SFR 166 to SFR 172	\$ 142,069		\$ 1,650,284			Funded	FDOT SCRAP
CR 67 Repaving - SFR 172 to Liberty County					\$ 2,765,690	Unfunded	FDOT Grant
Patton Drive Resurfacing		\$ 54,602		\$ 655,225		Funded	FDOT CIGP
Hickory Dip Resurfacing		\$ 44,247	\$ 513,978			Funded	FDOT

**Exhibit A**  
**CAPITAL IMPROVEMENTS SCHEDULE 2019-2024**

<b>PROJECT</b>	<b>2021-2022</b>	<b>2022-2023</b>	<b>2023-2024</b>	<b>2024-2025</b>	<b>2025-2026</b>	<b>Funded</b>	<b>Funding Source</b>
Apalachicola Airport - Stormwater & Drainage		\$ 600,000				Funded	FDOT Aviation
Apalachicola Airport - Pavement Rehab		\$ 800,000				Funded	FDOT Aviation
Apalachicola Airport - Pavement Marking		\$ 300,000				Funded	FDOT Aviation
Apalachicola Airport - Utility Imp.				\$ 800,000		Funded	FDOT Aviation
Apalachicola Airport FBO Roof				\$ 200,000		Unfunded	FDOT Grant
Apalachicola Airport Fuel Farm	\$ 1,100,000					Funded	Triumph
<b>TOTAL</b>	<b>\$ 12,120,667</b>	<b>\$ 6,060,083</b>	<b>\$ 3,598,782</b>	<b>\$ 9,693,307</b>	<b>\$ 4,565,690</b>		

**ORDINANCE 2021-\_\_\_\_\_**  
**FRANKLIN COUNTY, FLORIDA**

**AN ORDINANCE AMENDING THE FRANKLIN COUNTY  
COMPREHENSIVE PLAN TO ADOPT A NEW FIVE YEAR  
SCHEDULE OF CAPITAL IMPROVEMENTS.**

WHEREAS, Franklin County is required to annually update the Five Year Schedule of Capital Improvements in its Comprehensive Plan,

NOW, THEREFORE, BE IT ORDAINED BY THE FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS that the currently adopted Five Year Schedule of Capital Improvements is repealed and a new Five Year Schedule of Capital Improvements, as shown in the attached Exhibit A, is adopted.

Any other ordinances in conflict with the provisions of this ordinance are herewith repealed.

This ordinance shall take effect as provided by law.

This ordinance adopted this \_\_\_\_ day of November, 2021, in a regular meeting of the Franklin County Board of County Commissioners.

THE FRANKLIN COUNTY BOARD  
OF COUNTY COMMISSIONERS

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

ATTEST: \_\_\_\_\_  
Michele Maxwell, Clerk

FRANKLIN COUNTY ORDINANCE 2021- \_\_\_\_

An Ordinance Providing that the Beach Warning Flag System  
Excludes the Body of Water Known as Saint George Sound;  
Revoking All Ordinances in Conflict; Providing for Severability  
and Providing for an Effective Date.

WHEREAS, presently, Franklin County, Florida, provides a beach flag warning system consistent with section 380.276, Fla. Stat., (2020) (“Beach Warning Flags”) for county owned public beaches on St. George Island, Alligator Point and at Carrabelle Beach; and

WHEREAS, Carrabelle Beach is located along the shoreline of St. George Sound; and,

WHEREAS, the waters of St. George Sound are protected from the open waters of the Gulf of Mexico by a chain of barrier islands; to wit: St. George Island and Dog Island; and,

WHEREAS, the Beach Warning Flag system displays flags based on information provided to Franklin County by the National Oceanic and Atmospheric Administration (“NOAA”) for St. George Island and Alligator Point, both of which are located along the shoreline of the Gulf of Mexico; and,

WHEREAS, the NOAA does not presently provide flag warning data for the waters of the St. George Sound; and

WHEREAS, Ordinance 95-15 provides, in part, that during declared states of emergency, the public can be ordered out of the waters of the St. George Sound;

NOW THEREFORE BE IT ORDAINED THAT:

1. Beach Warning Flags shall not be displayed at county owned public beaches located along the shoreline of St. George Sound, Franklin County, Florida.
2. The Beach Warning Flag system provided by Franklin County, Florida, shall be limited to the waters of the Gulf of Mexico.

3. That part of Ordinance 2020-17, and all other ordinances, in conflict with this ordinance shall be, and are hereby, revoked. To the extent such ordinances are not in conflict with this ordinance, they shall remain in full force and effect.
4. In any part of this ordinance is declared to be invalid by a final judgment of a court of competent jurisdiction, then that invalid part shall be stricken from this ordinance and the remainder of the ordinance shall remain in full force and effect.
5. This ordinance shall take effect as provided by law.

FRANKLIN COUNTY, a  
Political Subdivision of  
the State of Florida.

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

CLERK OF COURTS

By: \_\_\_\_\_  
Michele Maxwell, Its Clerk

Approved as to form and content:

By: \_\_\_\_\_  
Thomas M. Shuler, County Attorney

## NOTICE OF INTENT TO CONSIDER ADOPTION OF A COUNTY ORDINANCE

Notice is given that on the 2nd day of November, 2021, at 11:00 a.m. (ET), or as soon thereafter as is possible, in the courtroom at the Courthouse Annex, located at 34 Forbes Street, Apalachicola, Florida, the Franklin County Board of County Commissioners shall conduct a public hearing to consider adopting a county ordinance entitled:

An Ordinance Providing that the Beach Warning Flag System Excludes the Body of Water Known as Saint George Sound; Revoking All Ordinances in Conflict; Providing for Severability and Providing for an Effective Date.

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

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

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

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

### ***Instructions to Publisher:***

Publish as Display Ad  
Publish in Apalachicola Times  
Publish on October 21, 2021

### **Send Bill to:**

Franklin County  
33 Market Street  
Suite 203  
Apalachicola, FL 32320  
Attention: Linda Phillips



**RESOLUTION  
FRANKLIN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

WHEREAS, Franklin County is a political subdivision of the State of Florida and subject to Florida Statutes Chapter 129 regarding preparation of budgets, and

WHEREAS, FS 129.06 provides for budget amendments for unanticipated revenues, and

WHEREAS, Franklin County will receive unanticipated state grant revenues in the amount of \$1,843,642.00 from the Florida Department of Transportation for the payment of expenses relative to the SCOP Widen and Resurfacing of CR67 project and

WHEREAS, said revenue is needed to pay certain expenditures incurred in Fiscal Year 2020-2021 and

WHEREAS, FS 129.06(2)(d) provides for budget amendments in relation to receipts and expenditures of the nature that is received, and

WHEREAS, this section requires the Board of County Commission to spread on its minutes the expenditures for the purpose of:

141.41.541.3109	Professional Services – Engineering CR67	\$ 251,992.00
141.41.541.4602	Repair & Maint. – Resurfacing CR67	\$ 1,591,650.00

NOW THEREFORE, BE IT RESOLVED, Franklin County Board of County Commissioners appropriates these unanticipated revenues in the amount of \$1,843,642.00 in the LOGT ROAD PAVING FUND in order to comply with FS129(2)(d).

THIS RESOLUTION ADOPTED by the Franklin County Board of County Commissioners this 2nd day of NOVEMBER 2021.

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RICKY D. JONES, CHAIRMAN

ATTEST:

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MICHELE MAXWELL, CLERK OF COURTS

**RESOLUTION  
FRANKLIN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

WHEREAS, Franklin County is a political subdivision of the State of Florida and subject to Florida Statutes Chapter 129 regarding preparation of budgets, and

WHEREAS, FS 129.06 provides for budget amendments for unanticipated revenues, and

WHEREAS, Franklin County will receive unanticipated federal and state grant revenues in the amount of \$1,055,568.00 from the Florida Division of Emergency Management and Florida Department of Economic Opportunity for the payment of expenses relative to the Hurricane Michael repairs of Alligator Drive and

WHEREAS, said revenue is needed to pay certain expenditures incurred in Fiscal Year 2020-2021 and

WHEREAS, FS 129.06(2)(d) provides for budget amendments in relation to receipts and expenditures of the nature that is received, and

WHEREAS, this section requires the Board of County Commission to spread on its minutes the expenditures for the purpose of:

139.69.541.6302      Infrastructure – Alligator Drive \$1,055,568.00

NOW THEREFORE, BE IT RESOLVED, Franklin County Board of County Commissioners appropriates these unanticipated revenues in the amount of \$1,055,568.00 in the BALD POINT TRUST FUND in order to comply with FS129(2)(d).

THIS RESOLUTION ADOPTED by the Franklin County Board of County Commissioners this 2nd day of NOVEMBER 2021.

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RICKY D. JONES, CHAIRMAN

ATTEST:

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MICHELE MAXWELL, CLERK OF COURTS

**RESOLUTION  
FRANKLIN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

WHEREAS, Franklin County is a political subdivision of the State of Florida and subject to Florida Statutes Chapter 129 regarding preparation of budgets, and

WHEREAS, FS 129.06 provides for budget amendments for unanticipated revenues, and

WHEREAS, Franklin County will receive unanticipated federal and state grant revenues in the amount of \$42,125.00 from the Florida Division of Emergency Management and Florida Department of Economic Opportunity for the payment of expenses relative to the Hurricane Michael repairs of the C30 Washouts and

WHEREAS, said revenue is needed to pay certain expenditures incurred in Fiscal Year 2020-2021 and

WHEREAS, FS 129.06(2)(d) provides for budget amendments in relation to receipts and expenditures of the nature that is received, and

WHEREAS, this section requires the Board of County Commission to spread on its minutes the expenditures for the purpose of:

141.41.541.4609      Repair & Maintenance – C30 Washouts \$42,125.00

NOW THEREFORE, BE IT RESOLVED, Franklin County Board of County Commissioners appropriates these unanticipated revenues in the amount of \$42,125.00 in the LOGT ROAD PAVING FUND in order to comply with FS129(2)(d).

THIS RESOLUTION ADOPTED by the Franklin County Board of County Commissioners this 2nd day of NOVEMBER 2021.

---

RICKY D. JONES, CHAIRMAN

ATTEST:

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MICHELE MAXWELL, CLERK OF COURTS

**RESOLUTION  
FRANKLIN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

WHEREAS, Franklin County is a political subdivision of the State of Florida and subject to Florida Statutes Chapter 129 regarding preparation of budgets, and

WHEREAS, FS 129.06 provides for budget amendments for unanticipated revenues, and

WHEREAS, Franklin County will receive unanticipated federal and state grant revenues in the amount of \$35,963.00 from the Florida Division of Emergency Management and the Florida Department of Environmental Protection for the payment of expenses relative to the Hurricane Michael repairs of Island View Park and

WHEREAS, said revenue is needed to pay certain expenditures incurred in Fiscal Year 2020-2021 and

WHEREAS, FS 129.06(2)(d) provides for budget amendments in relation to receipts and expenditures of the nature that is received, and

WHEREAS, this section requires the Board of County Commission to spread on its minutes the expenditures for the purpose of:

001.20.572.6308      Infrastructure – Island View Park \$35,963.00

NOW THEREFORE, BE IT RESOLVED, Franklin County Board of County Commissioners appropriates these unanticipated revenues in the amount of \$35,963.00 in the GENERAL FUND in order to comply with FS129(2)(d).

THIS RESOLUTION ADOPTED by the Franklin County Board of County Commissioners this 2nd day of NOVEMBER 2021.

---

RICKY D. JONES, CHAIRMAN

ATTEST:

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MICHELE MAXWELL, CLERK OF COURTS

**RESOLUTION  
FRANKLIN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

WHEREAS, Franklin County is a political subdivision of the State of Florida and subject to Florida Statutes Chapter 129 regarding preparation of budgets, and

WHEREAS, FS 129.06 provides for budget amendments for unanticipated revenues, and

WHEREAS, Franklin County will receive unanticipated federal grant revenues in the amount of \$55,921.00 from the U.S. Department of Transportation for the payment of expenses relative to the LAP Tallahassee Street Sidewalk Project and

WHEREAS, said revenue is needed to pay certain expenditures incurred in Fiscal Year 2020-2021 and

WHEREAS, FS 129.06(2)(d) provides for budget amendments in relation to receipts and expenditures of the nature that is received, and

WHEREAS, this section requires the Board of County Commission to spread on its minutes the expenditures for the purpose of:

001.20.572.6312	Infrastructure – Tallahassee St. Sidewalk	\$	55,921.00
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NOW THEREFORE, BE IT RESOLVED, Franklin County Board of County Commissioners appropriates these unanticipated revenues in the amount of \$55,921.00 in the GENERAL FUND in order to comply with FS129(2)(d).

THIS RESOLUTION ADOPTED by the Franklin County Board of County Commissioners this 2nd day of NOVEMBER 2021.

---

RICKY D. JONES, CHAIRMAN

ATTEST:

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MICHELE MAXWELL, CLERK OF COURTS

**RESOLUTION  
FRANKLIN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

WHEREAS, Franklin County is a political subdivision of the State of Florida and subject to Florida Statutes Chapter 129 regarding preparation of budgets, and

WHEREAS, FS 129.06 provides for budget amendments for unanticipated revenues, and

WHEREAS, Franklin County will receive unanticipated state grant revenues in the amount of \$1,172,335.00 from the Florida Department of Transportation for the payment of expenses relative to the SCRAP and SCOP Resurfacing County Road 30A project and

WHEREAS, said revenue is needed to pay certain expenditures incurred in Fiscal Year 2020-2021 and

WHEREAS, FS 129.06(2)(d) provides for budget amendments in relation to receipts and expenditures of the nature that is received, and

WHEREAS, this section requires the Board of County Commission to spread on its minutes the expenditures for the purpose of:

141.41.541.3110	Professional Services – Engineering CR30A	\$ 80,125.00
141.41.541.4610	Repair & Maint. – Resurfacing CR30A	\$1,082,610.00
141.41.541.6303	Infrastructure – Widening CR30A	\$ 9,600.00

NOW THEREFORE, BE IT RESOLVED, Franklin County Board of County Commissioners appropriates these unanticipated revenues in the amount of \$1,172,335.00 in the LOGT ROAD PAVING FUND in order to comply with FS129(2)(d).

THIS RESOLUTION ADOPTED by the Franklin County Board of County Commissioners this 2nd day of NOVEMBER 2021.

---

RICKY D. JONES, CHAIRMAN

ATTEST:

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MICHELE MAXWELL, CLERK OF COURTS

**RESOLUTION  
FRANKLIN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

WHEREAS, Franklin County is a political subdivision of the State of Florida and subject to Florida Statutes Chapter 129 regarding preparation of budgets, and

WHEREAS, FS 129.06 provides for budget amendments for unanticipated revenues, and

WHEREAS, Franklin County will receive unanticipated state grant revenues in the amount of \$97,385.00 from the Florida Department of Transportation for the payment of expenses relative to the St. George Island Landscaping project and

WHEREAS, said revenue is needed to pay certain expenditures incurred in Fiscal Year 2020-2021 and

WHEREAS, FS 129.06(2)(d) provides for budget amendments in relation to receipts and expenditures of the nature that is received, and

WHEREAS, this section requires the Board of County Commission to spread on its minutes the expenditures for the purpose of:

001.20.572.6305      Infrastructure – SGI Landscaping Project      \$    97,385.00

NOW THEREFORE, BE IT RESOLVED, Franklin County Board of County Commissioners appropriates these unanticipated revenues in the amount of \$97,385.00 in the GENERAL FUND in order to comply with FS129(2)(d).

THIS RESOLUTION ADOPTED by the Franklin County Board of County Commissioners this 2nd day of NOVEMBER 2021.

---

RICKY D. JONES, CHAIRMAN

ATTEST:

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MICHELE MAXWELL, CLERK OF COURTS

**RESOLUTION  
FRANKLIN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

WHEREAS, Franklin County is a political subdivision of the State of Florida and subject to Florida Statutes Chapter 129 regarding preparation of budgets, and

WHEREAS, FS 129.06 provides for budget amendments for unanticipated revenues, and

WHEREAS, Franklin County will receive unanticipated state grant revenues in the amount of \$18,168.00 from the Florida Department of Transportation for the payment of expenses relative to the SCOP Resurfacing of Timber Island Road project and

WHEREAS, said revenue is needed to pay certain expenditures incurred in Fiscal Year 2020-2021 and

WHEREAS, FS 129.06(2)(d) provides for budget amendments in relation to receipts and expenditures of the nature that is received, and

WHEREAS, this section requires the Board of County Commission to spread on its minutes the expenditures for the purpose of:

141.41.541.3104      Professional Services – Engineering Timber Island    \$ 18,168.00

NOW THEREFORE, BE IT RESOLVED, Franklin County Board of County Commissioners appropriates these unanticipated revenues in the amount of \$18,168.00 in the LOGT ROAD PAVING FUND in order to comply with FS129(2)(d).

THIS RESOLUTION ADOPTED by the Franklin County Board of County Commissioners this 2nd day of NOVEMBER 2021.

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RICKY D. JONES, CHAIRMAN

ATTEST:

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MICHELE MAXWELL, CLERK OF COURTS



**RESOLUTION  
FRANKLIN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

WHEREAS, Franklin County is a political subdivision of the State of Florida and subject to Florida Statutes Chapter 129 regarding preparation of budgets, and

WHEREAS, FS 129.06 provides for budget amendments for unanticipated revenues, and

WHEREAS, the Franklin County Board of County Commission has received \$125,200.00 in unanticipated permit fees from building permits to use for expenses associated with the operations of the Franklin County Building Department.

WHEREAS, said revenue is needed to pay certain expenditures incurred in Fiscal Year 2020-2021 and

WHEREAS, FS 129.06(2)(d) provides for budget amendments in relation to receipts and expenditures of the nature that is received, and

WHEREAS, this section requires the Board of County Commission to spread on its minutes the expenditures for the purpose of:

001.28.524.1200	Building Department – Regular Salaries	\$ 7,000.00
001.28.524.2300	Building Department – Health, Life, Dental	\$ 7,000.00
001.28.524.3100	Building Department – Professional Services	\$ 18,000.00
001.28.524.4100	Building Department – Communications	\$ 3,000.00
001.28.524.4600	Building Department – Repair & Maintenance	\$ 40,000.00
001.28.524.4900	Building Department – Other Current Charges	\$ 5,000.00
001.25.515.6400	Building Department – Machinery & Equipment	\$ 5,000.00
001.28.524.6401	Building Department – Mach. & Equip. > \$5,000	\$ 40,200.00

NOW THEREFORE, BE IT RESOLVED, Franklin County Board of County Commissioners appropriates these unanticipated revenues in the amount of \$125,200.00 in the GENERAL FUND in order to comply with FS129(2)(d).

THIS RESOLUTION ADOPTED by the Franklin County Board of County Commissioners this 2nd day of NOVEMBER 2021.

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RICKY JONES, CHAIRMAN

ATTEST:

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MICHELE MAXWELL, CLERK OF COURTS



Date of Issuance:	Effective Date:
Owner: <b>Franklin County Board of County Commissioners</b>	Owner's Contract No.:
Contractor: <b>Anderson Columbia Co., Inc.</b>	Contractor's Project No.:
Engineer: <b>Dewberry Engineers Inc.</b>	Engineer's Project No.: <b>50082808</b>
Project: <b>Alligator Drive Hurricane Damage Repairs</b>	Contract Name:

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

Description: Construction could not be completed in contract time due to manufacturing and delivery of steel sheet piles. (see attached)

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ _____	Original Contract Times: June 7, 2021 Substantial Completion: <u>October 20, 2021</u> Ready for Final Payment: <u>November 4, 2021</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ _____	[Increase] [ <del>Decrease</del> ] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: <u>October 20, 2021</u> Ready for Final Payment: <u>November 4, 2021</u> days or dates
[Increase] [Decrease] of this Change Order: \$ _____	[Increase] [ <del>Decrease</del> ] of this Change Order: Substantial Completion: <u>April 15, 2022</u> Ready for Final Payment: <u>April 30, 2022</u> days or dates
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: <u>April 15, 2022</u> Ready for Final Payment: <u>April 30, 2022</u> days or dates

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

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_

**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Franklin County Board of County Commissioners ("Owner") and  
Pigott Asphalt and Sitework, LLC ("Contractor").

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

*Project is located in Franklin County, Florida and consists of approximately 1 mile of 10' multi-use path construction on CR 370/Alligator Drive at Alligator Point, Florida.*

**ARTICLE 2 – THE PROJECT**

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

**CR 370/Alligator Drive Multi-Use Path Phase 1**

**ARTICLE 3 – ENGINEER**

- 3.01 The Project has been designed by Dewberry.
- 3.02 The Owner will provide a representative to assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

- 4.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Days*
- A. The Work will be substantially completed within 90 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 120 days after the date when the Contract Times commence to run.
- 4.03 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the

actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$1,197.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,197.00 for each day that expires after such time until the Work is completed and ready for final payment.

#### **ARTICLE 5 – CONTRACT PRICE**

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. This item has been intentionally left blank.
  - B. This item has been intentionally left blank.
  - C. This item has been intentionally left blank.
  - D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

#### **ARTICLE 6 – PAYMENT PROCEDURES**

##### **6.01 Submittal and Processing of Payments**

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

##### **6.02 Progress Payments; Retainage**

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
  1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
    - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions.

**6.03 Final Payment**

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

**ARTICLE 7 – INTEREST**

- 7.01 All amounts not paid when due shall bear interest at the maximum legal rate.

**ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site.
  - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
  - F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
  - H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 *Contents*

- A. The Contract Documents consist of the following:
  1. This Agreement
  2. Performance bond
  3. Payment bond
  4. General Conditions
  5. Supplementary Conditions
  6. Specifications
    - a. LAP Specification Package dated May 2021.
    - b. Division II and III Specifications of the FDOT Standard Specifications for Road and Bridge Construction, Dated July 2021 and any implemented modifications of those specifications. (not attached but incorporated by reference.)
  7. Drawings consisting of sheets 1 - 31 as designed by Dewberry dated March 2021.
  8. FHWA-1273 (Required Contract Provisions Federal-Aid Construction Contracts) in its entirety
  9. Addenda (numbers 1 to 1, inclusive).
  10. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid
    - b. Documentation submitted by Contractor prior to Notice of Award (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive)
    - c. Appendices A, B, C, D, and E
  11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.

- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## **ARTICLE 10 – MISCELLANEOUS**

### **10.01 Terms**

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### **10.02 Assignment of Contract**

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### **10.03 Successors and Assigns**

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### **10.04 Severability**

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### **10.05 Contractor's Certifications**

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and



4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**10.06 Other Provisions**

- A. This is a Federal-Aid Project that shall be funded, in whole or in part, with federal funding. By executing this Agreement, Contractor agrees to comply with the Federal Aid Construction Contract requirements set forth in Form FHWA 1273, attached hereto as an Exhibit, and all applicable procedures, guidelines, manuals, standards and directives provided in the FDOT Local Agency Program Manual. The Contractor further agrees to include these requirements in all sub-contracts.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_, **2021** (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

Franklin County Board of County Commissioners

Pigott Asphalt and Sitework, LLC

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

By: Melvin Spier

Title: \_\_\_\_\_

Title: Controller

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_

Attest: Elizabeth S. S. S.

Title: \_\_\_\_\_

Title: VP

Address for giving notices:

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12 Asphalt Lake  
Crawfordville FL 32327  
\_\_\_\_\_

License No.: \_\_\_\_\_  
*(where applicable)*

## PERFORMANCE BOND

CONTRACTOR (name and address):

Pigott Asphalt and Sitework, LLC  
12 Asphalt Way  
Crawfordville, FL. 32327

SURETY (name and address of principal place of business):

Westfield Insurance Company  
Westfield Center  
Medina County, Ohio

OWNER (name and address):

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

### CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount: \$479,678.00

Description: CR 370/Alligator Drive Multi-Use Path Phase 1 (FPID No. 429854-2-58-01)

### BOND

Bond Number: 175854C

Date (not earlier than the Effective Date of the Agreement of the Construction Contract):

October 20, 2021

Amount: \$479,678.00

Modifications to this Bond Form: ☒ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

### CONTRACTOR AS PRINCIPAL

Pigott Asphalt and Sitework, LLC (seal)

Contractor's Name and Corporate Seal

By:

Signature

Melissa Spers

Print Name

Title

Attest:

Signature

Title

### SURETY

Westfield Insurance Company (seal)

Surety's Name and Corporate Seal

By:

Signature (attach power of attorney)

Benjamin R. Campbell

Print Name

Attorney-In-Fact

Title

Attest:

Signature

Secretary

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence,

to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### 14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims

for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

**PAYMENT BOND**

**CONTRACTOR** (name and address):

Pigott Asphalt and Sitework, LLC  
12 Asphalt Way  
Crawfordville, FL. 32327

**SURETY** (name and address of principal place of business):

Westfield Insurance Company  
Westfield Center  
Medina County, Ohio

**OWNER** (name and address):

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

**CONSTRUCTION CONTRACT**

Effective Date of the Agreement:

Amount: \$479,678.00

Description: CR 370/Alligator Drive Multi-Use Path Phase 1 (FPID No. 429854-2-58-01)

**BOND**

Bond Number: 175854C

Date (not earlier than the Effective Date of the Agreement of the Construction Contract): October 20, 2021

Amount: \$479,678.00

Modifications to this Bond Form: ☒ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL**

Pigott Asphalt and Sitework, LLC (seal)

Contractor's Name and Corporate Seal

By: Melissa Spiers  
Signature

Melissa Spiers  
Print Name

Controller  
Title

Attest: Elizabeth Sueke  
Signature

VP  
Title

**SURETY**

Westfield Insurance Company (seal)

Surety's Name and Corporate Seal

By: Benjamin R. Campbell  
Signature (attach power of attorney)

Benjamin R. Campbell  
Print Name

Attorney-In-Fact  
Title

Attest: Kenley  
Signature

Secretary  
Title

**Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.**

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
  - 5.1 Claimants who do not have a direct contract with the Contractor,
    - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2 Pay or arrange for payment of any undisputed amounts.
  - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### 16. Definitions

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and

8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 09/05/18, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 0997622 00

General  
Power  
of Attorney

**Westfield Insurance Co.**  
**Westfield National Insurance Co.**  
**Ohio Farmers Insurance Co.**  
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
**BENJAMIN R. CAMPBELL, WILLIAM R. VAN LANDINGHAM, JOINTLY OR SEVERALLY**

of TALLAHASSEE and State of FL its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-In-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-In-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-In-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of Indemnity and other conditional or obligatory undertakings and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-In-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 05th day of SEPTEMBER A.D., 2018.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By: *Dennis P. Baus*  
Dennis P. Baus, National Surety Leader and  
Senior Executive

State of Ohio  
County of Medina ss.:

On this 05th day of SEPTEMBER A.D., 2018, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



*David A. Kotnik*

David A. Kotnik, Attorney at Law, Notary Public  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 20th day of OCTOBER, 2021.



*Frank A. Carrino*  
Frank A. Carrino, Secretary



ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/15/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>McGriff Insurance Services</b> 3375-B Capital Circle, NE PO Box 14099 Tallahassee, FL 32317	CONTACT NAME: <b>Kristle E. Shaw</b>	
	PHONE (A/C, No, Ext): <b>850 386-2143</b>	FAX (A/C, No): <b>888 328-1326</b>
	E-MAIL ADDRESS: <b>keshaw@mcgriff.com</b>	
INSURED <b>Pigott Asphalt and Sitework, LLC</b> 12 Asphalt Way Crawfordville, FL 32327	INSURER(S) AFFORDING COVERAGE	
	INSURER A: <b>Travelers Indemnity Company</b>	NAIC #: <b>25658</b>
	INSURER B: <b>Travelers Property Casualty Co of Amer</b>	<b>25674</b>
	INSURER C: <b>Bridgefield Casualty Insurance Company</b>	<b>10335</b>
	INSURER D: <b>Travelers Property Casualty Insurance Co</b>	<b>36161</b>
	INSURER E:	
	INSURER F:	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:1,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	4TCO1N974943	02/26/2021	02/26/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	8109043x19421	02/26/2021	02/26/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	X	X	CUP2N66453321	02/26/2021	02/26/2022	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	19648380	02/26/2021	02/26/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Leased/Rented			QT6305P3125821	02/26/2021	02/26/2022	25,000
D	Motor Truck Cargo			QT6305P3125821	02/26/2021	02/26/2022	100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Blanket Additional Insured including Completed Operations, Blanket Waiver of Subrogation, Per Project Aggregate, and Primary NonContributory Wording applies in regards to liability, when required by written contract.

\*\* Workers Comp Information \*\*  
(See Attached Descriptions)

## CERTIFICATE HOLDER

## CANCELLATION

For Informational Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Deb Shaw*

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## DESCRIPTIONS (Continued from Page 1)

### Other States Coverage

#### **\*\* Supplemental Name \*\***

**First Supplemental Name applies to all policies - Pigott Asphalt and Sitework, LLC**

**First Supplemental Name applies to all policies - Ralph Pigott**



DE Contact: Michael Ward

Address: 2166 Palmetto St. Clearwater, FL 33765

Phone: (813)-928-1058

# Lighting Proposal

## Work Order #: 42805167

October 28, 2021

Project Details
<b>Customer:</b> FRANKLIN CO BD OF CO COMM
<b>Account:</b> 9074539173
<b>Site:</b> Bluff Rd. Apalachicola, FL 32328
<b>Contact:</b> Michael Morón
<b>Phone:</b> 850-670-2810

Scope of Request
Install (x25) 110W LED Roadway Lights

Quantity Required	Product Description Fixtures and Poles	Per Unit				Sub-Total
		Rental	Maint.	Fuel & Energy	Unit Total	
25	110W LED Roadway, OH L158	\$7.05	\$1.39	\$2.48	\$10.92	\$273.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
Rental, Maintenance, F&E Totals:		\$176.25	\$34.75	\$62.00		
Monthly rates are subject to tariff rate changes						
Estimates valid for 30 days and subject to change.			Estimated Monthly Rental			\$273.00
			† Deposit			\$546.00
		Choose  One	<input checked="" type="checkbox"/> ✧ CIAC ONE TIME PAYMENT			\$0.00
			<input type="checkbox"/> * MLDF MONTHLY PAYMENT			\$0.00

**Estimated Monthly Rental** excludes any applicable taxes, franchise fees or customer charge.

† **Deposit** - The required deposit (applied separately to your lighting bill) will equal approximately two months of the monthly rental bill, but no less than \$25.00 and subject to change upon review of the account's existing deposit.

✧ **CIAC** - The one time invoice for the Contribution in Aid of Construction will be mailed to you separately upon approval of this proposal and payment is due before the work can be released to scheduling of construction.

OR

\* **MLDF** - This Monthly Lighting Distribution Fee will be billed to you separately each month is 1.59% of the Underground or Overhead Service feed and pole installation.

Choose ONE Option by Checking a Box Above

**In order for us to proceed with the above proposed lighting design we will need an authorized signature on this proposal and any other required documents enclosed. Do not remit any payment with this form and do not fax. Return these signed documents to the mailing address above or email the color scanned PDF if instructed.**

The CIAC charge is subject to change after 30 days or in the event you request or cause any changes to this proposal.

Duke Energy will call for locate of all public facilities. Any customer owned utilities would need to be located and marked at your expense.

If any or all of these lighting facilities will eventually be submitted to a governmental agency for inclusion into a taxing district, MSTU or MSBU special assessment program, please verify that these facilities & charges meet the requirements within that jurisdiction. Should the agency not accept these facilities & charges into their program, the entity who signs the Lighting Service Contract will remain responsible for payment.

Thank you for your lighting request. We look forward to working with you on this project.

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Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_  
(Please sign and date to approve this proposal and return via email or the mailing address above)



**LIGHTING SERVICE CONTRACT**

ACCOUNT NUMBER  
**9074539173**  
WORK ORDER NUMBER  
**42805167**  
DEF CONTACT  
**Michael Ward**

CUSTOMER NAME: **FRANKLIN CO BD OF CO COMM**

SERVICE LOCATION(S) **Bluff Rd. Apalachicola, FL 32328**  
(Street address, city/county, Company account number if established)

This Lighting Service Contract ("Contract") is hereby entered into **October 28, 2021** between Duke Energy Florida, LLC (hereinafter called the Company) and **FRANKLIN CO BD OF CO COMM** (hereinafter referred to as the "Customer") for lighting service at the above location(s). The Customer agrees to receive and pay for lighting service from the Company in accordance with the rates, terms and provisions of the Company's Rate Schedule LS-1, or its successor, as the same is on file with the Florida Public Service Commission (FPSC) and as may be amended and subsequently filed with the FPSC. To the extent there is any conflict between this Contract and the Lighting Service Rate Schedule, the Lighting Rate Schedule shall control.

The Customer further understands that service under this rate shall be for an initial term of **ten (10) years** and shall continue hereafter until terminated by either party upon written notice sixty (60) days prior to termination.

The Company shall install the following facilities (hereinafter called the Facilities):

**Fixture / Pole Types and Number Installed:**

110W LED Roadway, OH L158

QTY **25**  
QTY  
QTY  
QTY  
QTY  
QTY  
QTY  
QTY

**Additional facilities:**

**(Continued in Next Page)**



**Rate per Month:**

The monthly charges consist of the items below. These charges may be adjusted subject to review and approval by the Florida Public Service Commission.

Customer Charge

Pole Charge

Light Fixture Charge

Light Fixture Maintenance Charge

Energy and Demand Charge :

Non-fuel Energy Charge

Plus the Cost Recovery Factors listed in

Rate Schedule BA-1, *Billing Adjustments*\*\*,

except the Fuel Cost Recovery Factor and

Asset Securitization Charge Factor:

See Sheet No. 6.105 and 6.106

Fuel Cost Recovery Factor \*\*: See Sheet No. 6.105

Asset Securitization Charge Factor: See Sheet No. 6.105

*\*\*Charges are normally revised on an annual basis.*

**Additional Charges:**

Certain additional charges may also apply to the installation.

Gross Receipts Tax Factor:

See Sheet No. 6.106

Right-of-Way Utilization Fees:

See Sheet No. 6.106

Municipal Tax:

See Sheet No. 6.106

Sales Tax:

See Sheet No. 6.106

**THE CUSTOMER AGREES:**

1. To purchase from the Company all of the electric energy used for the operation of the Lighting System.
2. To be responsible for paying, when due, all bills rendered by the Company pursuant to the Company's currently effective Lighting Rate Schedule LS-1, or its successor, for facilities and service provided in accordance with this Contract.
3. To be responsible for trimming trees that may either obstruct the light output from fixture(s) or that obstruct maintenance access to the facilities.

**IT IS MUTUALLY AGREED THAT:**

4. Requests for exchanging facilities, upgrades, relocations, etc. are subject to Section III, paragraph 3.05, of the Company's General Rules and Regulations Governing Electric Service.
5. The Company does not guarantee continuous lighting service and will not be liable for damages for any interruption, deficiency or failure of service, and reserves the right to interrupt service at any time for necessary repairs to lines or equipment. Nothing in this Contract is intended to benefit any third party or to impose any obligation on the Company to any such third party.
6. Installation shall be made only when, in the judgment of the Company, the location and the type of the facilities are, and will continue to be, easily and economically accessible to the Company's equipment and personnel for both construction and maintenance. In the event the Customer or its contractor, subcontractor or other agent changes the grading, which requires the Company to move its facilities or otherwise incur costs to ensure compliance with applicable code requirements, Customer shall compensate the Company for all such costs incurred by the Company to comply with any applicable code requirements. In the event Customer fails to pay the Company within 30 days of the completion of such work, Customer shall pay the Company any amounts owing the Company, including interest and any attorneys and other fees and costs the Company incurs to collect any amounts owed to the Company.
7. Modification of the facilities provided by the Company under this Contract may only be made through the execution of a written amendment to this Contract.

(Continued in Next Page)



SECTION NO. VII  
SIXTH REVISED SHEET NO. 7.112  
CANCELS FIFTH REVISED SHEET NO. 7.112

Page 3 of 4

8. The Company will, at the request of the Customer, relocate the lighting facilities covered by this Agreement, if provided sufficient rights-of-way or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of the Company's lighting facilities.
9. The Company may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
10. The Customer agrees to take responsibility for the cost incurred to repair or replace any fixture or pole which has been willfully damaged. The Company shall not be required to make such repair or replacement prior to payment by the Customer for damage.
11. The Company will repair or replace malfunctioning lighting fixtures maintained by the Company in accordance with Section 768.1382, Florida Statutes (2005).
12. This Contract shall be for a term of ten (10) years from the date of initiation of service. The date of initiation of service shall be defined as the date the first lights are energized.
13. Should the Customer fail to pay any bills due and rendered pursuant to this Contract or otherwise fail to perform the obligations contained in this Contract, said obligations being material and going to the essence of this Contract, the Company may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Contract. Service charges associated with the reconnection of service after disconnection for nonpayment or violation of Company or Commission Rules may be assessed for each lighting installation on an account. Any failure of the Company to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Contract by the Company, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Contract.
14. If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Contract by giving the Company at least sixty (60) days advance written notice to the Company. Upon early termination of service, the Customer shall pay an amount equal to the remaining monthly customer charges, remaining Contribution In Aid of Construction ("CIAC"), if applicable, and remaining pole and fixture lease amounts for the term of the contract. The Customer will be responsible for the cost of removing the facilities.
15. In the event of the sale of the real property upon which the facilities are installed, or if the Customer's obligations under this Contract are to be assigned to a third party, upon the written consent of the Company, this Contract may be assigned by the Customer to the Purchaser or to the third party. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the Purchaser or third party and agreed to by the Company.
16. This Contract supersedes all previous contracts or representations, either written, oral or otherwise between the Customer and the Company with respect to the facilities referenced herein and constitutes the entire Contract between the parties. This Contract does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by the Company to third parties.
17. This Contract shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and the Company.
18. This Contract is subject to the Company's Tariff for Retail Service, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Contract and the provisions of the Company's Tariff for Retail Services, the provisions of the Company's Tariff for Retail Service and FPSC Rules shall control, or as they may be hereafter revised, amended or supplemented.

(Continued in Next Page)



SECTION NO. VII  
FIFTH REVISED SHEET NO. 7.113  
CANCELS FOURTH REVISED SHEET NO. 7.113

Page 4 of 4

19. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Contract by strikes, lockouts, fires, riots, acts of God, the public enemy, governmental or court actions, lightning, hurricanes, storms, floods, inclement weather that necessitates extraordinary measures and expense to construct facilities and/or maintain operations, or by any other cause or causes not under the control of the party thus prevented from compliance, and the Company shall not have the obligation to furnish service if it is prevented from complying with this Contract by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of the Company, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating, transmission, distribution or other electrical equipment.

20. In no event shall the Company, its parent corporation, affiliate corporations, officers, directors, employees, agents, and contractors or subcontractors be liable to the Customer, its employees, agents or representatives, for any incidental, indirect, special, consequential, exemplary, punitive or multiple damages resulting from any claim or cause of action, whether brought in contract, tort (including, but not limited to, negligence or strict liability), or any other legal theory.

IN WITNESS WHEREOF, the parties hereby caused this Contract to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

FRANKLIN CO BD OF CO COMM

Customer (Print or type name of Organization)

DUKE ENERGY FLORIDA, LLC

By: \_\_\_\_\_  
(Signature)

By: Michael Ward  
(Signature)

\_\_\_\_\_  
(Print or Type Name)

Michael Ward  
(Print or Type Name)

Title: \_\_\_\_\_

Title: Duke Energy Representative

# ***Bridging the Gap***



**“Every household and business in Florida should have access to affordable, reliable, high-speed Internet Services.”**

The purpose of this document is to assist counties in understanding the Statewide Broadband Initiative; to give guidance in establishing Local Technology Planning Teams; and, to help you answer the following questions -

What are your Internet Access Goals?

Who is leading the Charge?

What are your needs?

What are your assets?

Who are you partners?

What are the resources that can help you Bridge the Gap?



## **Enhancing/Expanding Internet Services**

**“Every household and business in Florida should have access to affordable, reliable, high-speed Internet Services.”**

Florida’s counties are working to support the expansion of internet services throughout the State of Florida and to support the Dept. of Economic Opportunity as the agency proceeds to implement the provisions of HB 969 that passed in the 2020 Legislative Session and HB 1239 that passed in the 2021 Legislative Session. The Small County Coalition is working in collaboration with the Florida Association Counties to facilitate the overall objective.

### **What are the responsibilities of the Department of Economic Opportunity?**

**DEO is responsible for critical elements that are foundational to the success of the program:**

- Create a strategic plan that has goals and strategies for increasing the use of broadband Internet service in the state.
- Build and facilitate local technology planning teams or partnerships with members representing cross-sections of the community.
- Encourage the use of broadband Internet service, especially in the rural, unserved, or/and underserved communities of the state.
- Develop geographic information system maps of broadband Internet service availability though the state. The bill specifies the content required to be included in the maps and that they must be developed by June 30, 2022.

The Florida Association of Counties has established a Presidential Select Committee on Broadband that is focused on eliminating the Digital Divide in Florida by implementing a comprehensive approach to deliver high-speed, reliable, and affordable Broadband Internet to all Floridians. The Select Committee is coordinating **ACCESS 67 Initiative** to:

- **Advocate** for the adoption, as well as, the implementation of state and federal policies that contribute to the development of solutions that address the lack of **ACCESS** in our local communities.
- **Collaborate** with key stakeholders who share a common goal in developing solutions to address the lack of **ACCESS** in our local communities.
- **Educate** county commissioners with local solutions by sharing best practices among Florida’s counties and similar communities and organizations from around the country.

### **ACCESS 67 County Champions Network**

- The Florida Association of Counties is requesting each County Commission to designate a lead county contact for matters related to the Presidential Select Committee on Broadband and ACCESS 67 Broadband Initiative.
- **The County Champions** are supported through a designated county staff person that will assist the county in matters related to the ACCESS 67 Broadband Initiative
- FAC will keep a communication network consisting of the designated **County Champions** and the supporting staff person to facilitate collaboration with stakeholders.

### **Initial Steps To Move Forward**

1. **Establish a commitment to participate** – OPTIONAL - This can be in the form of a resolution supporting the goal to improve internet access. Many counties have already taken this step. (See Draft)
2. **Establish the County as the Lead Entity** – REQUESTED OF ALL COUNTIES - the best entity to initiate the collaborative effort is the county government. The county commission and staff should take the lead to begin moving this collaborative effort forward.
  - Each County Should **Designate a lead Commissioner and a Lead Staff** person to assist in coordinating effort.
    - i. The **lead commissioner** should either be a commissioner designated as the lead Contact or the Chairman of the Commission. (FAC refers to this lead commissioner as a “County Champion” in the Access 67 program.)
    - ii. The **lead staff liaison** should either by the County Administrator, Coordinator, or- Manager or a high-level staff designee that will spearhead the local effort.
3. **Establish Your Local Technology Planning Team (LTPT)** – REQUESTED OF ALL COUNTIES - the LTPT is an entity established pursuant to legislation.
  - Each county should initiate the effort of putting together a Local Technology Planning Team. (See Template)
  - The LTPT’s are intended to include a cross-section of the community, which may include, but are not limited to, representatives from the following organizations and industries: public safety, libraries, K-12 education, colleges and universities, local health care providers, private businesses, community organizations, economic development organizations, local governments, tourism, parks and recreation, and agriculture.
  - The people appointed to the represent their respective sectors are the choice of the county, but the team should represent the various sectors seeking enhanced access to the internet.
4. **Assessment of your local internet capacity** – REQUESTED OF ALL COUNTIES Once the LTPT is established – the County should initiate a meeting of the LTPT members to begin a discussion and self-evaluation of internet access and capacity.
  - **Counties that have already implemented assessment or feasibility studies** should have each sector pull the documents into an inventory which can be reviewed and prepare an executive summary addressing the following:
    - Current broadband availability;
    - Unserved and underserved areas - businesses and residents;
    - Existing assets relevant to broadband deployment;
    - Existing partnerships with broadband service providers; and,
    - Existing barriers to the deployment of broadband Internet services in the community.
  - **Counties that have not yet begun to implement a coordinated approach** to enhancing or expanding internet services should begin a self-assessment to answer the following questions –
    - What is the current broadband availability?
    - Where are the Unserved and underserved businesses and residents?
    - What are the existing assets relevant to broadband deployment?
    - What are the existing and potential partnerships with broadband service providers? and,
    - What are the existing barriers to the deployment of broadband Internet services in the community?

### **The Local Technology Planning Team**

#### **An Overview – What is a Local Technology Planning Team?**

The legislation passed by the State of Florida regarding Broadband expansion includes the establishment of Local Technology Planning Teams. It is envisioned that these LTPT's - planning teams will work to understand current broadband availability, identify assets for broadband deployment, build partnerships with service providers, identify underserved and unserved residents and businesses, and understand funding needs to expand broadband internet service.

The legislation contemplates that each county/region have a local technology planning team that includes participation individuals that can represent the needs of education, public safety, healthcare, business, tourism, agriculture, economic development, and local government. Sectors for potential inclusion on the LTPT:

<b>Sector:</b>	<b>Qualifier/Purpose:</b>	<b>Examples:</b>
Public Safety	Rapid and Inter-Connectivity	<ul style="list-style-type: none"> <li>County Sheriff or designee</li> </ul>
Libraries	Education & Information Access	<ul style="list-style-type: none"> <li>County Director of Libraries</li> </ul>
K-12 Education	Public Sector -	<ul style="list-style-type: none"> <li>Superintendent of Schools</li> <li>School Board Member(s)</li> <li>College/University Representative(s)</li> </ul>
Health Care Providers	Telemedicine, Institutional Connectivity	<ul style="list-style-type: none"> <li>County Department of Health</li> <li>Hospital/Clinic Representative(s)</li> </ul>
Private Business	E-Commerce; Economic Development; Partnerships	<ul style="list-style-type: none"> <li>Local Business Owners</li> <li>Chamber of Commerce</li> </ul>
Tourism	Vacation Planning & E-Commerce	<ul style="list-style-type: none"> <li>Tourist Development Organization</li> <li>Local Attractions</li> </ul>
Community Organizations	Outreach Initiatives; Community Presence/Influence	<ul style="list-style-type: none"> <li>Nonprofits</li> <li>Community Leaders</li> </ul>
Agriculture	Base Industries	<ul style="list-style-type: none"> <li>Farmers and Co-Ops</li> <li>Equipment Brokers</li> <li>Local IFAS Official</li> </ul>
Economic Development Organizations	(E-)Commerce	<ul style="list-style-type: none"> <li>Economic Development Council/Committee Member(s)</li> </ul>
Local Governments	E-Governance; E-Government; Infrastructure Initiatives; County Plans	<ul style="list-style-type: none"> <li>County Administrator</li> <li>Town/City Representatives</li> <li>Parks and Recreation</li> <li>Public Safety &amp; Emergency Services</li> </ul>
Parks and Recreation	Infrastructure and Tourism	<ul style="list-style-type: none"> <li>National/State Park Representative(s)</li> </ul>
Local Broadband & Internet Service Providers	Partnerships; Infrastructure Expansion (Last Mile); Funding	<ul style="list-style-type: none"> <li>Internet Service Providers servicing the county/region</li> </ul>

While identifying representatives of the key sectors to be engaged with the Local Technology Planning Teams, individuals from additional sectors can be added as locally desired. ***Bottom-line the LTPT should be reflective of the major users within the local area and region.***

**Template of your Local Technology Planning Team**  
**A Guide To Setting Up Your Local Technology Planning Team**

Initial Coordination Shall be Directed by the County – either a designated Commissioner with the support of a designated County Staff Liaison

- **Initial Chair of the LTPT - County Commissioner Designee - Name of Individual**
- **Designated County Staff Liaison - Name of Designee**

Sectors For Potential Inclusion on the LTPT	Qualifier/Purpose of participation	Participant	Name of Person Selected
<b>Public Safety</b>	High Speed Response	Sheriff's Office	
<b>Libraries</b>	Information Services	Director of County Library	
<b>K-12 Education</b>	Access to Educational information and utilization	Supt. of Schools Representative of Higher Ed located in the county.	
<b>Health Care</b>	Institutional Connectivity Telemedicine	County Health Dept. Hospital/Clinic Rep.	
<b>Business</b>	Economic Development – Ecommerce - Partnerships	Chamber of Commerce; Business leader(s)	
<b>Tourism</b>	Vacation Planning - Eco Tourism - Ecommerce	T.D.C. – Local Attractions	
<b>Community Orgs.</b>	Outreach – Influence	Nonprofits Community Leaders	
<b>Agriculture</b>	Base Industries	Farmer – Co-ops – Equipment Supplies – Local extension	
<b>Economic Development organizations</b>	(E-)Commerce	Economic Development Council/Committee Member(s)	
<b>Local Governments</b>	E-Governance;E- Government; Infrastructure Initiatives; County Plans	County Administrator Town/City Representatives Parks and Recreation Public Safety & Emergency Services	
<b>Parks and Recreation</b>	Partnerships; Infrastructure Expansion (Last Mile); Funding	Internet Service Providers servicing the county/region	
<b>Local Broadband &amp; Internet Service Providers</b>	Partnerships; Infrastructure Expansion (Last Mile); Funding	Internet Service Providers servicing the county/region	
<b>Additional Participants reflective of the community</b>	Skill sets with utilizing internet services		

## ***The Initial Meeting of the Local Technology Planning Team***

### ***A Guide to the First Meeting of the Local Technology Planning Team***

Once the members of the Local Technology Planning Teams have been established, the Team Leader/County Champion should call a meeting. The meeting agenda should include:

#### **Agenda**

1. Introductions and Role of the Local Technology Planning Team
2. A review of the state legislation and the statutory responsibilities of the Department of Economic Opportunity (Statewide Strategic Plan; Statewide Map; Provide Technical Assistance and Development of Resources)
3. Introduction of each Sector represented on the LTPT - each LTPT member should discuss/present their use of broadband/internet in their respective area-
  - a. Sector Goals – Policies
  - b. Sector Leadership/Decision-maker
  - c. Sector Demand – Target user/User Access
  - d. Sector Assets – existing services, current funds available, types of technology available, etc.
  - e. Existing partnerships with broadband service providers; and
  - f. Barriers to the deployment of broadband Internet services in the community.
4. Plan to develop an Executive Summary of Status of Broadband in the area covered by the LTPT – It is recommended that a summary of the status of the elements needed to achieve broadband access be developed based on the following questions:
  - a. Introduction
  - b. Current Availability of Broadband/Internet Access
  - c. Unserved/Underserved Areas
  - d. Current and Potential Assets to Support Broadband/Internet Access
  - e. Current and Potential Partnerships with Providers
  - f. Barriers to Expansion
  - g. Immediate and future Needs
5. Technical Assistance and Resources Needed to Move Forward.
6. Future Meetings

**Adopting a Resolution – Optional**

**Option 1 -**

**Resolution 21-\_\_\_\_**

**A RESOLUTION OF THE \_\_\_\_ COUNTY BOARD OF COUNTY COMMISSIONERS  
SUPPORTING AFFORDABLE AND RELIABLE HIGH-SPEED INTERNET THROUGHOUT FLORIDA.**

**WHEREAS**, affordable and reliable, high-speed internet access is essential for Floridians to be prosperous, compete in a global economy, and achieve a high quality of life; and

**WHEREAS**, affordable and reliable, high-speed internet access is as fundamental as acquiring electricity in the first half of the 20th century; and

**WHEREAS**, the lack of broadband internet access impacts small, medium, and large counties, both rural and urban; and

**WHEREAS**, the absence and/or lack of high-speed internet hinders:

- Equitable educational opportunities for school children and workforce development;
- Access to telemedicine to improve health outcomes without demanding travel and transportation needs;
- Rapid communication between the public and law enforcement agencies;
- Economic competitiveness limiting business investment, job growth, and career opportunities;

**WHEREAS**, high-speed Internet can be cost prohibitive for many Floridians further accelerating the Digital Divide; and

**WHEREAS**, identifying community needs, assets, and barriers is necessary to meet the goal of universal access to high-speed Internet; and

**WHEREAS**, local governments, states, and the federal government must leverage resources to deliver cost-effective broadband solutions which provide a return on investment to both the public and private interest; and

**WHEREAS**, county officials play a crucial role as policymakers, funders, data aggregators, conveners, and partners in pursuing sustainable solutions to broadband access, affordability, and reliability; and,

**WHEREAS**, the Florida Legislature passed House Bill 969 in 2020 creating an Office of Broadband within the Department of Economic Opportunity requiring the creation of a strategic plan that has goals and strategies for increasing the use of broadband Internet service in the state; and

**WHEREAS**, the Florida Legislature passed House Bill 1239 in 2021, the “Florida Broadband Deployment Act of 2021”, finding sustainable broadband Internet service is critical to economic and business development, essential for all residents, and provided resources to develop a state broadband internet service map to identify connectivity gaps to end users; and

**NOW THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of \_\_\_\_ County, Florida, as follows:

**Section 1.** The above recitals are true and correct and incorporated in this Resolution.

**Section 2.** That the \_\_\_\_ County Board of County Commissioners, hereby supports the Florida Department of Economic Opportunity’s Office of Broadband in the effort to achieve access to reliable and affordable, high-speed internet access to every household and business throughout the State of Florida.

**Section 3.** This Resolution shall become effective immediately upon adoption.

APPROVED and ADOPTED by the Board of County Commissioners of \_\_\_\_ County, Florida. on the \_\_\_\_ day of \_\_\_\_\_, 2021.

**ADOPTING A RESOLUTION – AN OPTIONAL STEP**  
**OPTION 2**  
**XXXXXX DRAFT RESOLUTION**  
**SUPPORTING AFFORDABLE AND RELIABLE HIGH-SPEED INTERNET**  
**THROUGHOUT FLORIDA.**

**WHEREAS**, reliable and affordable high-speed internet access is essential for Floridians to be prosperous and meet today's challenges; and

**WHEREAS**, the absence of access to reliable and affordable high-speed internet service prevents communities from achieving the high quality of life that is considered a fundamental component for educational and economic success; and

**WHEREAS**, the absence and/or lack of high-speed internet:

- hinders the ability for all schoolchildren to have access to educational opportunities;
- hinders access to telemedicine to improve health outcomes for its residents, and to provide access without demanding travel and transportation;
- hinders the ability for rapid communication between the public and law enforcement agencies;
- hinders the ability for communities to maintain and expand business opportunities, stimulate job growth;
- hinders the ability to engage in innovative technologies that are required for a vibrant economy.

**WHEREAS**, the Florida Legislature has established the Office of Broadband within the Department of Economic Opportunity requiring the creation of a strategic plan; the development of a statewide map of internet access; and the development of Local Technology Planning Teams to assist in assessing and planning local capacity and needs, and

**WHEREAS**, in order to meet the goal of universal access to high-speed internet, it will be necessary to identify community assets, needs, and barriers; and,

**WHEREAS**, it is recognized that private providers are an important partner in providing affordable and reliable connectivity, expanded internet services, and engaging governmental entities at the Federal and State level in meeting identified local needs.

**NOW THEREFORE, BE IT RESOLVED** by the members of the XXXXX resolve as follows:

**Section 1.** That the xxxxxxxxxxxx hereby supports the State of Florida, the Department of Economic Opportunity in the effort to achieve access to reliable and affordable high-speed internet access to every household and business throughout the State of Florida.

**Section 2.** That the xxxxxxxx will assist the State Office of Broadband by participating as needed in providing information, assistance in mapping efforts, and supporting other such efforts that will lead to enhanced access to affordable, reliable high-speed internet services throughout the State of Florida.

**Section 3.** This Resolution shall become effective immediately upon adoption.  
**APPROVED and ADOPTED by the xxxxxxxx on the xxxxx day of (Month), 2021.**

**Authorized Signature**

ATTEST

**Authorized Signature**

## **Enabling Legislation Passed in 2020 and 2021**

### **Backgrounder on the Relevant Legislation**

#### ***CS/HB 969 By: Broadband Internet Service passed by the Florida Legislature in 2020***

##### **[Text of Enrolled Version of HB 969](#)**

CS/HB 969 designates the Department of Economic Opportunity (DEO) as the lead state agency to facilitate the expansion of broadband Internet service in the state and creates the Florida Office of Broadband (Office) within DEO's Division of Community Development. The Office must create a strategic plan for increasing the use of broadband Internet service in the state, build local technology planning teams, encourage the use of broadband Internet service, especially in rural, unserved, and underserved Florida's Turnpike Enterprise for the Multi-use Corridors of Regional Economic Significance program may be used for projects that assist in the development of broadband infrastructure within or adjacent to a multiuse corridor. Subject to the Governor's veto powers, the effective date of this bill is July 1, 2020.

#### ***CS/CS/HB 1239 - Broadband Internet Infrastructure passed in by the 2021 Legislature***

##### **[Text of Enrolled Version of HB 1239](#)**

The bill requires local technology planning teams established by the Office to work with rural communities to help identify unserved and underserved consumers and to work with broadband providers to identify opportunities and reduce barriers to the deployment of service. The bill provides a nonrecurring appropriation of \$1.5 million for Fiscal Year 2021-2022 to DEO to develop, by June 30, 2022, geographic information system maps of broadband Internet service availability throughout this state. The bill creates two new programs to support the expansion of broadband Internet service to consumers without access to service. The bill creates a program within the Florida Office of Broadband (Office), within the Department of Economic Opportunity (DEO) to award grants, subject to appropriation, to applicants who seek to install or deploy infrastructure that expands broadband service to unserved areas. The bill specifies the types of entities eligible for such grants, provides application requirements and evaluation criteria, and requires the Office to enter into an agreement with each grant recipient that specifies performance conditions, including potential sanctions. The bill establishes a process by which an existing broadband provider may challenge a grant application on the grounds that the provider already offers or plans to offer service in the area at issue. The bill provides limitations on grant awards and requires the Office to prepare an annual report summarizing the activity under this program. The bill requires municipal electric utilities, through July 1, 2024, to offer broadband service providers a discounted rate of \$1 per attachment per year for any new pole attachment necessary to make broadband service available to an unserved or underserved consumer within the utility's service territory. The bill provides terms for these discounted attachments. The bill prohibits municipal electric utilities from raising their current pole attachment rates for broadband providers before July 31, 2022. The bill became law on May 7, 2021; chapter 2021-24, Laws of Florida, and becomes effective on July 1, 2021.



## **Resources and References**

**Here are links to relevant resources**

*DEO – Office of Broadband Website*

*FAC – ACCESS 67 Website*

*NACO Report from Internet Task Force*

*The Florida Broadband Initiative 11-20-20 - Third Revised Final .docx*