



Board of County Commissioners - Regular Meeting

Tuesday, November 16, 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/88261161350> 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 (882 6116 1350#). 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**

Organizational Meeting

- 3. Selection of Chairman**
- 4. Selection of Vice Chairman**
- 5. Committee Assignments**

Regular Meeting

- 6. Payment of County Bills**
- 7. 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

- 8. Clerk of Courts - Michele Maxwell - Report**
Report (attached)

Department Directors Reports

- 9. Superintendent of Roads and Bridges - Howard Nabors**
Informational Item

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

- 10. Solid Waste Director - Fonda Davis**
Informational Items

a. ROW Debris Pickup / Recycle Material Hauled Report (attached)

- 11. Emergency Management Director - Pam Brownell**

Informational Items

- a. Pamela Brownell and Jennifer Daniels will be attending the Directors Workshop in Ocala on 12/07/21-12/09/21.
- b. Amanda Anthony will be virtually attending the G197 Integrating Access and Functional Needs into Emergency Management Class on 11/30-12/02/21.
- 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

12. Extension Office Director – Erik Lovestrand

Informational Items

General Extension Activities:

- a. During this period, the Extension office assisted citizens on topics of gardening soil amendments, home wine making, citrus greening positive test on SGL, and more.
- b. Extension Director participated in the two-day County Director Leadership Team meeting in Tallahassee.
- c. Extension office participated in the annual Florida Seafood Festival this year with a booth to highlight Extension services available for the public.
- d. Extension Director set up natural resources exhibit in UF/IFAS building at the North Florida Fair and worked a shift to engage with visitors, along with other NW District Extension faculty.

Sea Grant Extension:

- e. Extension Director participated in the virtual meeting of the Interstate Shellfish Sanitation Conference and the FDA regarding updates on shellfish safety issues.
- f. Extension Director participated in another Community Advisory Board meeting of the ABSI FSU project.

4-H Youth Development:

- g. The Extension Director participated as a Judge for 4-H exhibits at the North Florida Fair.
- h. Our local 4-H club set up a booth to highlight their activities this year in the archery program they are implementing.

Family and Consumer Sciences:

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

Agriculture/Home Horticulture:

j. Wednesday plant clinics continue at the Extension office to assist citizens with gardening and horticultural issues that they are dealing with.

Other Reports

13. Interim Airport Manager - Ted Mosteller

Report (attached)

14. TDC Administrator - John Solomon

Action Item

a. On Wednesday November 10th the TDC Board approved to recommend awarding the first Museum Project Grant to the Camp Gordon Johnston Museum for their paving project. They have requested \$20,000 for the project. This is a reimbursable grant and the project must be completed before reimbursement if approved. The grant had been approved as acceptable by Mrs. Erin Griffith before the TDC board voted on recommending it to the Commission. **(Board Action Approve or Deny Grant Application)**

Informational Item

b. The August 2021 collections were \$306,565.12. The total Collections for the 20-21 Fiscal year to date is \$2,294,173.25. We still have the month of September left to complete the fiscal years collection numbers.

Board of Adjustment Reports

15. Variance Requests

a. 667 Bald Point Road

Consideration of a request for a variance to construct a house (footprint 1000 Sq feet) 10' into the Front setback, 34' into Wetlands/Critical Habitat Zone. Property is described as 667 Bald Point Road, Block 10, Lot 85, Unit 1, Alligator Point, Franklin County, Florida. Request submitted by Tara Morgan, agent for Scott Shanley, Applicant. **PZA Board recommended approval of variance contingent upon written authorization from property owner allowing buyer to proceed with Variance request - Letter has been received**

b. 4198 St. Theresa Avenue

Consideration of a request for a variance to construct an addition to existing home 15' into Front setback. Property is described as 4198 St. Theresa Ave, Block A, Lots 3 & 4 Cochrans Beach, St. Theresa, Franklin County, Florida. Request submitted by Charles and Leslie Redding, applicants. **PZA Board recommended approval for Variance**

Planning and Zoning Reports

16. Critical Shoreline Applications

a. 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. **PZA Board recommended approval contingent upon Federal Permit or Exemption**

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. Letter from Carrabelle Water and Sewer has been received **PZA Board recommended approval.**

County Staff & Attorney Reports

18. Fiscal Manager/Grants Coordinator - Erin Griffith

a. BOARD ACTION: FDEP Application Reconstruction Alligator Drive

The Florida Department of Environmental Protection had been allowing the county to operate under a state wide Emergency Final Order (EFO) that had been issued after Hurricane Michael for the reconstruction of Alligator Drive. The EFO has now expired. Clay Kennedy with Dewberry met with FDEP and the simplest solution to let the county continue the reconstruction of the road is to issue a permit specifically for the road. This added step will not change the design, timelines or any of the conditions, only the way the reconstruction is authorized. Board action to sign the FDEP permit application when it is completed by Dewberry.

Board action to approve the chairman's signature on the permit application for the reconstruction of Alligator Drive once complete.

b. BOARD ACTION: Approval of the SCOP Agreement and Resolution for Womack Creek Culvert Repairs

Franklin County has received a SCOP grant agreement from the Florida Department of Transportation for the Womack Creek Culvert Repairs on CR67. This phase entails the survey, design, permitting and preparation of the construction plans, specifications and bid documents for the construction of new headwalls, cleaning and repairs of the arch corrugated metal pipes, and the addition of barrier walls to replace the guardrails over the culvert.

Board action to approve the attached grant agreement and resolution

authorizing the chairman's signature for the Womack Creek Culvert Repairs.

c. BOARD ACTION: Architectural and Engineering Services Proposal Carrabelle Beach Park

In late September, the Florida Historical Commission reviewed and scored all of the applications that were submitted for the 2023 historic preservation grant cycle. The Carrabelle Beach Wayside Park Project was ranked 46 out of 77 applications in the attached ranking summary. As the pavilions and restroom building have neared a critical point with deterioration of the concrete picnic pavilions, it would be prudent to proceed with the restoration utilizing the \$80,484 in Hurricane Michael Insurance proceeds which was initially pledged as grant match and ask the TDC if they would also support the project using tourist development sales tax proceeds (within the available balance of the 10% beach park funding limitation). There is approximately \$52,745 in additional funds available for beach park facilities at this time. Subject to funding limitations and also the need to keep the park partially open during the restoration, construction could be completed in phases (west pavilions, east pavilions, restrooms or by condition of individual structures). Barnett, Fronczak, Barlowe and Shuler were the architects used in the 2016/2017 rehabilitation project for the interior restroom renovation and roof replacement for the park and we requested a fee proposal from them to develop the plan specifications, bid documents, and construction inspection because of their prior experience with the park location. The architectural and engineering fee proposal is \$23,800 and this will be the first step in the restoration process.

Board action to approve the attached fee proposal for architectural and engineering services for the Carrabelle Beach Wayside Park Restoration Project.

d. 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. This is the final installment of budget resolutions to conclude this process.

The 1st resolution is for \$7,875 in state grant funds received from the State Housing Initiative Partnership Program relative to the administration of the SHIP program. The 2nd resolution is for \$169,035 in federal funds received from the Florida Housing Finance Corporation relative to Coronavirus Relief Funding Assistance. The 3rd resolution is for \$114,485 in state funds received from the Florida Housing Finance Corporation relative to the administration and aid provided for the Hurricane Housing Recovery Program. The 4th resolution is for \$336,038 in loan proceeds received from PeoplesSouth Bank relative to the loan to build the new restrooms on St. George Island. The 5th resolution is for \$1,860,477 in federal funds received from the US Department of the Treasury for the CARES Coronavirus Relief Program. The 6th resolution is for \$2,465 in additional state aid grant funds from the Florida Department of Agriculture

and \$704 in additional FEMA match-waiver funds received from the Florida Division of Emergency Management for the Mosquito Control department. The 7th resolution is for \$692,500 in loan proceeds from Leasing 2, \$145,188 in tipping fee revenues and the \$30,000 in trade-in sales proceeds for the purchase of the new tub grinder at the landfill. The 8th resolution is for \$319,246 in loan proceeds received from Leasing 2 and \$287,000 in trade-in sales proceeds for the rolling-dump truck lease agreement for the road department whereas the 2020 trucks were replaced with 2021 model year trucks. The 9th resolution is for \$1,000 in federal grant revenues relative to the administration of the American Rescue Act of 2021 Program.

Board action to adopt the nine attached budget resolutions.

e. BOARD ACTION: Line Item Budget Amendments

I have three line item budget amendments for approval by the Board – budget amendments simply move budgeted amounts between line items during the fiscal year.

Line Item Budget Amendment Requests:

i. The budget amendment below is needed to adjust line items to cover additional expenses in the planning and zoning department which has shared expenditures with the Administrative Services Department:

DECREASE 001.25.515.1200 Planning & Zoning – Regular Salaries \$ 14,138.00

INCREASE 001.21.512.1200 Administrative Services – Regular Salaries. \$ 8,409.00

INCREASE 001.21.512.1400 Administrative Services – Overtime \$ 2,333.00

INCREASE 001.21.512.2100 Administrative Services – FICA Taxes \$ 548.00

INCREASE 001.21.512.2200 Administrative Services – Retirement \$ 2,848.00

ii. The budget amendment below is needed to adjust line items to move budgeted funds from the Professional Services Line Item to fund the Fiscal Management Department.

DECREASE 001.20.511.3100 County Commission – Professional Svcs \$ 70,863.00

INCREASE 001.27.513.1200 Fiscal Manager – Regular Salaries \$ 51,864.00

INCREASE 001.27.513.2100 Fiscal Manager – FICA Taxes \$ 3,496.00

INCREASE 001.27.513.2200 Fiscal Manager – Retirement \$ 5,326.00

INCREASE 001.27.513.2300 Fiscal Manager – Insurance \$ 9,460.00

INCREASE 001.27.513.4100 Fiscal Manager - Communications \$ 156.00

INCREASE 001.27.513.5100 Fiscal Manager – Office Supplies \$ 413.00

INCREASE 001.27.513.5200 Fiscal Manager – Operating Supplies \$ 148.00

iii. The budget amendment below is needed to move budgeted funds from the Mosquito Control Reserve for Contingency line item to the Mosquito Control Pesticides line item for additional pesticides purchased in last fiscal year to combat the ZIKA virus.

DECREASE 142.99.584.9600 Mosquito Control – Reserve for Cont. \$ 9,580.00

INCREASE 142.99.584.5220 Mosquito Control – Pesticides \$ 9,580.00

iv. The budget amendment below is needed to move budgeted funds from the Solid Waste Department to Animal Control and Parks and Recreation to cover shared operational expenses.

DECREASE 001.40.534.3100 Solid Waste – Professional Services \$ 18,000.00

INCREASE 001.53.562.1200 Animal Control – Regular Salaries \$ 4,000.00

INCREASE 001.70.572.4600 Parks & Recreation – Repair/Maint. \$ 14,000.00

Board Action to approve the four line item budget amendments summarized above.

f. BOARD INFORMATION: Transportation Alternatives Funding Cycle is now open
The Florida Department of Transportation has announced that the Transportation Alternatives funding cycle is open until February 24, 2022. This is the funding source that Franklin County has used for sidewalks and multi-use transportation paths in the past. For practical purposes, the county should limit itself to two projects per year. During the last funding cycle, three projects were submitted: Otter Slide Road and Avenue A Sidewalk in Eastpoint, River Road Multi-Use Path in Carrabelle and the widening/resurfacing of the multi-use path on St. George Island. Last year, the Otter Slide Road and Avenue A project was ranked first, River Road second and the St. George Island path third. Otter Slide Road and Avenue A has since been funded. The Board will need to decide if the other two projects should stay in rotation and River Road move to being ranked as first and St. George Island as second or if there are any projects that the Board would like to add. Please let the Planning office know as soon as possible if there are any additional projects that should be submitted for consideration. The Board will need to authorize the project applications and formally rank the projects at a later date.

19. County Coordinator – Michael Morón

Action Item

a. ACCESS 67 Program: At your last meeting I informed the Board of the Small County Coalition request to have the Board appoint what is being referred to as a Commissioner Champion Designee and a Lead Staff Liaison to work with and support the Department of Economic Opportunity (DEO) with the ACCESS 67 County Champion Program, which is the State's Broadband Initiative. In addition, the Board would appoint a cross-section of community members to what would be known as the County's Local Technology Planning Team (LTPT). Small County Coalition sent another email stating the importance of appointing the Commissioner and staff member and submitting it to DEO as soon as possible as "it ensures that your county will be linked in a collaborative network with designees from counties around the state, with our effort to support DEO and to work with the provider network." The Board can consider the appointments to the LTPT at a future meeting.

Board action to appoint a commissioner as the Commissioner Champion Designee and a staff member as the Lead Staff Liaison for the ACCESS 67 County Champion Program.

Informational Items

b. Zoning Office Hours: Until Mrs. Cortni Bankston, your Zoning Administrator, returns from maternity leave, the Zoning office hours are now 8:30 a.m. to 12:00 p.m. from Monday to Thursday or by appointment. Mr. Alan Pierce will be available during these hours to answer Zoning related questions and meet with variance and zoning applicants. If a customer calls or comes to the office outside of these hours, and the available staff is unable to answer any questions they may have, the necessary

information will be collected with the intentions of that customer receiving a return call as soon as possible.

c. Library Appointment: Mrs. Ellen Ashdown informed me that her term on the Wilderness Coast Public Libraries (WILD) Governing Board expired and she is not seeking reappointed. This seat, that represents Franklin County, is not appointed by the County Commissioner but instead by the Library Advisory Board (LAB) committee. Unfortunately, the LAB has been inactive since early 2020, so Mrs. Ashdown and I agreed to allow an “ad hoc” committee to discuss and recommend a candidate to fill this vacant seat, with the approval of the WILD’s Central Administrator, Mrs. Courtney Whitaker. Mrs. Brenda Humphrey, who has served on the Friends of the Franklin County Public Libraries’ executive board and volunteers and both branches was recommended as the candidate to fill that vacant seat. Mrs. Ashdown conferred with Commissioner Boldt, who is the Board’s current appointment to the WILD Board, regarding this nomination. Mrs. Humphrey’s statement of interest was emailed for your review.

d. SGI Lighthouse: The St. George Island Civic Club is introducing a new fundraising campaign for the renovation of the Children’s Playground at the SGI Lighthouse Park. I’ve attached a flyer with additional information on this fundraising campaign.

20. County Attorney - Michael Shuler

Commissioners' Comments & Adjournment

21. Commissioners' Comments

22. Adjournment

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

Contact: Michael Moron, County Coordinator (michael@franklincountyflorida.com (850) 653-9783 x 155) | Agenda published on 11/10/2021 at 4:43 PM

MICHELE MAXWELL

FRANKLIN COUNTY
CLERK OF THE CIRCUIT COURT

33 MARKET STREET, SUITE 203
APALACHICOLA, FLORIDA 32320



(850) 653-8861
FAX (850) 653-2261

Date: November 12, 2021

To: Michael Moron, County Coordinator

From: Michele Maxwell, Clerk of Court



Clerk's Report to Board November 16, 2021:

In an effort to preserve and share Franklin County's history with the public, I am requesting the archival digitization of 299 Record Books in the Franklin County Clerk's Office.

The Clerk of Court is the official recorder and custodian of all documents placed in the Franklin County Official Records. We currently have records on my website that date back to 1986. The records that are being requested to be scanned date back to 1855. If the board approves of this project, official records dated 1855 to present would be available to our constituents on my website. You will be able to search index books, view and purchase document records. Having this information available on my website is to better serve our customers, by using internet based technology and support. The website is designed to provide 24-hour internet based remote access to our official records as an alternative to in-person courthouse access.

Trae Scism with Kofile will have a presentation for the board on scanning these records.

November 16, 2021
Franklin County Road Department
Detail of Work Performed and Material Hauled by District
Detail from 10/28/2021 - 11/9/2021

District 1 - Commissioner Jones

<u>Work Performed:</u>	<u>Date</u>	<u>Road</u>
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches, Litter Pickup	10/28/2021	Tallahassee Street
Flagged	10/28/2021	Ridgecrest Parkway
Flagged	10/28/2021	Shuler Avenue
Flagged	10/28/2021	Twin Lakes Road
Flagged	10/28/2021	Barber Drive
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches, Litter Pickup	10/28/2021	3rd Street
Litter Pickup, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	10/28/2021	3rd Street
Litter Pickup, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	10/28/2021	Tallahassee Street
Cut bushes back	10/28/2021	Shuler Avenue
Cut bushes back	10/28/2021	Twin Lakes Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	10/28/2021	Tallahassee Street
Cut bushes back	10/28/2021	Barber Drive
Cut bushes back	10/28/2021	Ridgecrest Parkway
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	10/28/2021	3rd Street
Oil Spill (cleaned / removed)	11/1/2021	W Pine Avenue
Beach Access (Repair, Build, Clear, Create)	11/1/2021	E Gulf Beach Drive
Box drag	11/1/2021	W 5th Street
Beach Access (Repair, Build, Clear, Create)	11/1/2021	E Gulf Beach Drive
Beach Access (Repair, Build, Clear, Create)	11/1/2021	E Gulf Beach Drive
Box drag	11/1/2021	W Pine Avenue
Box drag	11/1/2021	W 4th Street
Beach Access (Repair, Build, Clear, Create)	11/1/2021	E Pine Avenue
Graded Road(s)	11/1/2021	W 12th Street
Graded Road(s)	11/1/2021	W 10th Street
Graded Road(s)	11/1/2021	W 9th Street
Graded Road(s)	11/1/2021	Buck Street, St. George Island
Graded Road(s)	11/1/2021	Land Street
Graded Road(s)	11/1/2021	W Sawyer Street
Graded Road(s)	11/1/2021	Randolph Street
Box drag	11/1/2021	W 6th Street
Box drag	11/1/2021	W 7th Street
Graded Road(s)	11/1/2021	E Sawyer Street
Graded Road(s)	11/1/2021	Nedley Street
Graded Road(s)	11/1/2021	Brown Street
Graded Road(s)	11/1/2021	Cook Street
Graded Road(s)	11/1/2021	Porter Street
Graded Road(s)	11/1/2021	W Bay Shore Drive
Graded Road(s)	11/1/2021	Gilbert Street
Graded Road(s)	11/1/2021	Bradford Street

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

<u>Date</u>	<u>Road</u>
Graded Road(s)	11/1/2021 Palmer Street
Graded Road(s)	11/2/2021 Gunn Street
Graded Road(s)	11/2/2021 Howell Street
Graded Road(s)	11/2/2021 McCloud Street
Graded Road(s)	11/2/2021 Bledsoe Street
Graded Road(s)	11/2/2021 W 11th Street
Graded Road(s)	11/2/2021 W 10th Street
Graded Road(s)	11/2/2021 W 9th Street
Graded Road(s)	11/2/2021 W 8th Street
Graded Road(s)	11/2/2021 Bell Street
Graded Road(s)	11/2/2021 W 6th Street
Graded Road(s)	11/2/2021 Bruce Street
Box drag	11/2/2021 E 10th Street
Graded Road(s)	11/2/2021 Brinkley Street
Graded Road(s)	11/2/2021 E Pine Avenue
Graded Road(s)	11/2/2021 E 8th Street
Graded Road(s)	11/2/2021 W 7th Street
Box drag	11/2/2021 Marks Street
Graded Road(s)	11/2/2021 Quinn Street
Graded Road(s)	11/2/2021 E 3rd Street
Beach Access (Repair, Build, Clear, Create)	11/2/2021 County Roads, St. George Island
Sign Maintenance	11/2/2021 County Roads, St. George Island
Beach Access (Repair, Build, Clear, Create)	11/2/2021 County Roads, St. George Island
Box drag	11/2/2021 E 8th Street
Box drag	11/2/2021 W 8th Street
Graded Road(s)	11/2/2021 Patton Street
Box drag	11/2/2021 E 9th Street
Box drag	11/2/2021 W 12th Street
Box drag	11/2/2021 E Bay Shore Drive
Box drag	11/2/2021 Baine Street
Box drag	11/2/2021 W 5th Street
Box drag	11/2/2021 W 7th Street
Box drag	11/2/2021 Akel Street
Graded Road(s)	11/2/2021 Wing Street
Litter Pickup	11/3/2021 Daisey Street
Dig out ditches	11/3/2021 N Franklin Street
Cut grass along shoulders of road on county right of way	11/3/2021 Daisey Drive
Cut grass along shoulders of road on county right of way	11/3/2021 C. A. Gillespie
Cut grass along shoulders of road on county right of way	11/3/2021 Lucius Crum Road
Cut grass along shoulders of road on county right of way	11/3/2021 Hickory Dip Road
Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	11/3/2021 Daisey Street
Flagged	11/3/2021 N Bay Shore Drive
Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	11/3/2021 Hickory Dip Road
Weed Eat & Cut Grass around signs & Culverts	11/3/2021 Hickory Dip Road
Litter Pickup	11/3/2021 Daisey Street
Litter Pickup	11/3/2021 Hickory Dip Road
Litter Pickup	11/3/2021 Power Drive
Litter Pickup, Cut grass along shoulders of road on county right of way	11/4/2021 Bike Path (St. George Island)

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

<u>Date</u>	<u>Road</u>
Litter Pickup, Cut grass along shoulders of road on county right of way	11/4/2021 Bike Path (St. George Island)
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Shovel Dirt off of road	11/4/2021 W Gulf Beach Drive
Weed Eat & Cut Grass around signs & Culverts, Removed Sand from the road, Blowed off road/parking lot/intersection	11/4/2021 Bike Path (St. George Island)
Weed Eat & Cut Grass around signs & Culverts, Blowed off road/parking lot/intersection	11/4/2021 Bike Path (St. George Island)
Cut grass along shoulders of road on county right of way	11/4/2021 Old Ferry Dock Road
Litter Pickup	11/4/2021 Old Ferry Dock Road
Sign Maintenance	11/4/2021 W Gorrie Drive
Litter Pickup	11/8/2021 W Gulf Beach Drive
Cut grass along shoulders of road on county right of way	11/8/2021 Bike Path (St. George Island)
Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	11/8/2021 W Gulf Beach Drive
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	11/8/2021 W Gulf Beach Drive
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	11/8/2021 Bike Path (St. George Island)
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	11/8/2021 Bike Path (St. George Island)
Cut grass along shoulders of road on county right of way	11/9/2021 Magnolia Court
Cut grass along shoulders of road on county right of way	11/9/2021 Ridgecrest Parkway
Cut grass along shoulders of road on county right of way	11/9/2021 Lily Circle
Cut grass along shoulders of road on county right of way	11/9/2021 Gladiola Way
Cut grass along shoulders of road on county right of way	11/9/2021 Gardenia Trail
Cut grass along shoulders of road on county right of way	11/9/2021 Blue Heron Drive
Cut grass along shoulders of road on county right of way	11/9/2021 Sago Drive
Cut grass along shoulders of road on county right of way	11/9/2021 Pond Away Court
Cut grass along shoulders of road on county right of way	11/9/2021 Apple Way Street
Cut grass along shoulders of road on county right of way	11/9/2021 Carroll Street
Cut grass along shoulders of road on county right of way	11/9/2021 Daisey Drive
Cut grass along shoulders of road on county right of way	11/9/2021 Shadow Bay Drive

0**Material HAUL From:**

<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Ditch Dirt	11/3/2021 N Franklin Street	18	0

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

Litter	10/28/2021	Tallahassee Street	1	0
Litter	10/28/2021	3rd Street	1	0
Litter	11/3/2021	Power Drive	1	0
Litter	11/3/2021	Daisey Street	1	0
Litter	11/3/2021	Hickory Dip Road	1	0
Litter	11/4/2021	Old Ferry Dock Road	3	0
Litter	11/8/2021	Bike Path (St. George Island)	2	0
Litter	11/8/2021	W Gulf Beach Drive	1	0

Litter**TOTAL****11****0**

Trees	11/1/2021	E Gulf Beach Drive	9	0
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Trees**TOTAL****9****0****Page 13****Material HAUL To:**

<u>Material HAUL To:</u>	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Dirty 89 Lime Rock	11/1/2021	W Pine Avenue	18	0

District 1 - Commissioner Jones

<u>Material HAUL To:</u>	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Dirty 89 Lime Rock	11/1/2021	W 9th Street	18	0
Dirty 89 Lime Rock	11/1/2021	W Sawyer Street	18	0
Dirty 89 Lime Rock	11/2/2021	Gunn Street	18	0
Dirty 89 Lime Rock	11/2/2021	Bell Street	18	0
Dirty 89 Lime Rock	TOTAL		90	0
Milled Asphalt	11/2/2021	W 6th Street	6	0
Milled Asphalt	11/2/2021	E 7th Street	6	0
Milled Asphalt	11/2/2021	E 10th Street	6	0
Milled Asphalt	TOTAL		18	0

District 2 - Commissioner Boldt

<u>Work Performed:</u>	<u>Date</u>	<u>Road</u>
Sign Maintenance	11/1/2021	Colorado Street
Sign Maintenance	11/1/2021	Oak Street (Louisiana Ave/Pinewood Ave)
Flagged	11/8/2021	Oak Street (Louisiana Ave/Pinewood Ave)
Flagged	11/8/2021	Oak Street (Louisiana Ave/Pinewood Ave)
Cut grass in ditches, Cut bushes back	11/8/2021	Oak Street (Louisiana Ave/Pinewood Ave)
Cut bushes back, Cut grass in ditches	11/9/2021	Heffernan Drive
Cut bushes back, Cut grass in ditches	11/9/2021	Franklin Street
Cut bushes back, Cut grass in ditches	11/9/2021	Oak Street (Louisiana Ave/Pinewood Ave)
Graded Road(s), Pull ditches	11/9/2021	Jeff Sanders Road
0		

District 3 - Commissioner Lockley

<u>Work Performed:</u>	<u>Date</u>	<u>Road</u>
Litter Pickup	11/3/2021	Avenue G (City of Apalachicola)
Litter Pickup	11/3/2021	Martin Luther King Jr. Ave. (City of Apalachicola)
Litter Pickup	11/3/2021	10th Street (City of Apalachicola)
Litter Pickup	11/3/2021	Avenue I (City of Apalachicola)
Litter Pickup	11/3/2021	Jacobie Lane (City of Apalachicola)
Litter Pickup	11/3/2021	6th Street (City of Apalachicola)
Litter Pickup	11/3/2021	Earl King Street (City of Apalachicola)
Litter Pickup	11/3/2021	Coach Wagner Blvd (14th Street) (City of Apalachicola)
Litter Pickup	11/3/2021	9th Street (City of Apalachicola)
0		

<u>Material HAUL From:</u>	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Litter	11/3/2021	10th Street (City of Apalachicola)	1	0
Litter	11/3/2021	Jacobie Lane (City of Apalachicola)	1	0
Litter	11/3/2021	9th Street (City of Apalachicola)	1	0
Litter	11/3/2021	Avenue I (City of Apalachicola)	1	0
Litter	11/3/2021	Coach Wagner Blvd (14th Street) (City of Apalachicola)	1	0
Litter	11/3/2021	Avenue G (City of Apalachicola)	0.5	0
Litter	11/3/2021	6th Street (City of Apalachicola)	0.5	0
Litter	11/3/2021	Martin Luther King Jr. Ave. (City of Apalachicola)	1	0
Litter	11/3/2021	Earl King Street (City of Apalachicola)	1	0
Litter	TOTAL		8	0

<u>Material HAUL To:</u>	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
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District 3 - Commissioner Lockley

<u>Material HAUL To:</u>	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Milled Asphalt	11/9/2021	Apalachicola High School (City of Apalachicola)	72	0
Milled Asphalt		TOTAL	72	0

District 4 - Commissioner Parrish

<u>Work Performed:</u>	<u>Date</u>	<u>Road</u>
Cut grass along shoulders of road on county right of way	10/28/2021	Alan Drive
Cut grass along shoulders of road on county right of way	10/28/2021	Marks Street
Cut grass along shoulders of road on county right of way	10/28/2021	Brownsville Road
Cut grass along shoulders of road on county right of way	10/28/2021	Chapman Road
Cut grass along shoulders of road on county right of way	10/28/2021	BayShore Drive
Cut grass along shoulders of road on county right of way	10/28/2021	Thomas Drive
Cut Trees down and removed	10/28/2021	Thomas Drive
Weed Eat & Cut Grass around signs & Culverts	10/28/2021	Pal Rivers 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	10/28/2021	10 Mile
Weed Eat & Cut Grass around signs & Culverts	10/28/2021	Pal Rivers Road
Cut Trees down and removed	10/28/2021	Thomas Drive
Cut grass along shoulders of road on county right of way	11/1/2021	Hathcock Road
Cut grass along shoulders of road on county right of way	11/1/2021	Waddell Road
Cut grass along shoulders of road on county right of way	11/1/2021	Melanie Lane
Cut grass along shoulders of road on county right of way	11/1/2021	Magnolia Lane
Cut grass along shoulders of road on county right of way	11/1/2021	Pine Log Road
Cut grass along shoulders of road on county right of way	11/1/2021	Squire Road
Weed Eat & Cut Grass around signs & Culverts	11/1/2021	Paradise Lane
Cut grass along shoulders of road on county right of way	11/1/2021	Linden Road
Cut grass along shoulders of road on county right of way	11/1/2021	Johnson Lane
Cut grass along shoulders of road on county right of way, Cut grass in ditches	11/1/2021	Paradise Lane
Cut grass along shoulders of road on county right of way	11/1/2021	Abercrombie Lane
Cut grass along shoulders of road on county right of way	11/1/2021	Sas Road
Litter Pickup	11/2/2021	Rosemont Street
Litter Pickup	11/2/2021	Pal Rivers Road
Litter Pickup	11/2/2021	Squire Road
Cut grass along shoulders of road on county right of way	11/2/2021	Peachtree Road
Litter Pickup	11/2/2021	Cypress Street
Litter Pickup	11/2/2021	Pinewood Street
Litter Pickup	11/2/2021	Highland Park Road
Litter Pickup	11/2/2021	Pine Log Road
Litter Pickup	11/2/2021	Bluff Road
Litter Pickup	11/2/2021	Cypress Street
Litter Pickup	11/2/2021	Connector Road
Litter Pickup	11/2/2021	Rosemont Street
Litter Pickup	11/2/2021	Highland Park Road
Litter Pickup	11/2/2021	Squire Road
Litter Pickup	11/2/2021	Peachtree Road
Litter Pickup	11/2/2021	Peachtree Road
Litter Pickup	11/2/2021	Pal Rivers Road
Litter Pickup	11/2/2021	Cypress Street
Litter Pickup	11/2/2021	Connector Road

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

Litter Pickup	11/2/2021	Highland Park Road
Road Repair	11/3/2021	Deason Street
Sign Maintenance	11/4/2021	Courthouse (Apalachicola)
Cut bushes back, Cut grass in ditches	11/9/2021	Apalachee Street

0**Material HAUL From:**

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Litter	11/1/2021	Paradise Lane	2	0
Litter	11/2/2021	Connector Road	1	0
Litter	11/2/2021	Pal Rivers Road	1	0
Litter	11/2/2021	Cypress Street	1	0
Litter	11/2/2021	Pine Log Road	0.5	0
Litter	11/2/2021	Highland Park Road	1	0
Litter	11/2/2021	Pinewood Street	0.5	0
Litter	11/2/2021	Bluff Road	1	0
Litter	11/2/2021	Peachtree Road	2	0
Litter	11/2/2021	Cypress Street	0.5	0
Litter	11/2/2021	Squire Road	1	0
Litter	11/2/2021	Rosemont Street	1	0

Litter	TOTAL	12.5	0
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Trees	10/28/2021	Thomas Drive	5	0
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Trees	TOTAL	5	0
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Material HAUL To:

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Dirty 89 Lime Rock	11/3/2021	Deason Street	9	0

Dirty 89 Lime Rock	TOTAL	9	0
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District 5 - Commissioner Ward**Work Performed:**

	<u>Date</u>	<u>Road</u>
Flagged	10/28/2021	Ridge Road
Cut grass along shoulders of road on county right of way	10/28/2021	Ashley Landing Road (Forestry Road #101-A)
Cut grass along shoulders of road on county right of way	10/28/2021	Power Line Road (Forestry Road #166)
Cut grass along shoulders of road on county right of way	10/28/2021	Hickory Landing Road (Forestry Road #101-B)
Cut grass along shoulders of road on county right of way	10/28/2021	Wright Lake Road (Forestry Road #101)
Cut bushes back	10/28/2021	Ridge Road
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches, Litter Pickup	10/28/2021	10th Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	10/28/2021	10th Street
Sign Maintenance	11/1/2021	Michael Way
Culvert installation	11/3/2021	Ridge Road
Cut grass along shoulders of road on county right of way	11/3/2021	Power Line Road (Forestry Road #166)
Culvert installation	11/3/2021	Ridge Road
Flagged	11/3/2021	Wilderness Road
Flagged	11/3/2021	Ridge Road
Flagged, Culvert installation	11/3/2021	Ridge Road
Cut grass along shoulders of road on county right of way	11/4/2021	65 State Road
Culvert installation	11/4/2021	River Road
Culvert installation	11/4/2021	River Road
Demolish and remove old Trailer for Sheriff Office	11/8/2021	Sheriff's Office (Jail)
Cemetery, Cut, Raked & Cleaned	11/9/2021	Eastpoint Cemetery

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

	<u>Date</u>	<u>Road</u>
Cemetery, Cut, Raked & Cleaned	11/9/2021	Eastpoint Cemetery
Cut grass along shoulders of road on county right of way	11/9/2021	Addies Road
Cemetery, Cut, Raked & Cleaned	11/9/2021	Eastpoint Cemetery
Cemetery, Cut, Raked & Cleaned	11/9/2021	Eastpoint Cemetery
Cemetery, Cut, Raked & Cleaned	11/9/2021	Eastpoint Cemetery
Cemetery, Cut, Raked & Cleaned	11/9/2021	Eastpoint Cemetery
Cemetery, Cut, Raked & Cleaned	11/9/2021	Brown's Cemetery
Cut grass along shoulders of road on county right of way	11/9/2021	Hibiscus Lane

0**Material HAUL From:**

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Debris	11/8/2021	Sheriff's Office (Jail)	45	0
Debris	11/8/2021	Sheriff's Office (Jail)	72	0

Debris	TOTAL	117	0
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Ditch Dirt	11/3/2021	Ridge Road	36	0
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Ditch Dirt	TOTAL	36	0
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Litter	10/28/2021	10th Street	1	0
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Litter	TOTAL	1	0
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Material HAUL To:

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Dirty 89 Lime Rock	11/3/2021	Ridge Road	18	0
Dirty 89 Lime Rock	11/4/2021	Frank McKamey Way	18	0
Dirty 89 Lime Rock	11/4/2021	River Road	18	0
Dirty 89 Lime Rock	11/8/2021	Sheriff's Office (Jail)	18	0

Dirty 89 Lime Rock	TOTAL	72	0
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Sand	11/8/2021	Sheriff's Office (Jail)	18	0
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Sand	TOTAL	18	0
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FRANKLIN COUNTY DEPARTMENT OF

Solid Waste & Recycling ❖ Animal Control ❖ Parks & Recreation

210 State Road 65

Eastpoint, Florida 32328

Tel.: 850-670-8167

Fax: 850-670-5716

Email: fcswd@fairpoint.net

DIRECTOR'S REPORT

FOR: The Franklin County Board of County Commissioners

DATE November 16, 2021

TIME: 9:00 A.M.

SUBJECT(S):

FOR BOARD INFORMATION:

October 29th – November 9th RIGHT-OF-WAY DEBRIS PICKUP

Apalachicola	Eastpoint	St George Island	Carrabelle	Lanark	Alligator Point
145.7 TONS	16.45 TONS	29.71TONS	8.58 TONS	-0- TONS	16.76 TONS

RECYCLE MATERIAL HAULED

	Apalachicola	Eastpoint	St George Island	Carrabelle	Lanark	Alligator Point	St James
Cardboard	4.1 TONS	3.16 TONS	1.0TONS	-0- TONS	-0- TONS	-0- TONS	.56 TONS
Plastic, Paper, Glass, Aluminum 1.16	-0-TONS	-0- TONS	-0-TONS	-0-TONS	-0-TONS	-0-TONS	-0-TONS

REQUESTED ACTION: None

BCC Report for November 16, 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.

No update

c) FYI: FEMA flood zone map.

Refer to Attorney

d) Master Plan

Engineering

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

Have discussed with Howard and pending inspection/discussion with John.

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

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

Re-install inspection cover with hinges and latch (to keep out critters) that Ring Power left off—for access to new control panel.

h) FYI; **Runway 06/24 lighting project—is finally wrapping up.**

—walk-through pending

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.

No update at this time.

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 at this time.

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 back 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.

FEMA FLOOD MAP

m) FYI: ATTENDED CFASPP (CONTINUING FLORIDA AVIATION SYSTEM PLANNING PROCESS) 11/04/21 AT PANAMA CITY AIRPORT.

n) Questions? /discussion?

Respectfully,

Ted Mosteller
Airport Manager



Rec'd
10/11/21

**Franklin County Tourist Development Council
501(c)(3) Museum Projects Grant Application
2021-22**

Section 1. Organizational Information:

Organization Corporate or Government Name: Camp Gordon Johnston Association, Inc.

Address: PO Box 1334, Carrabelle, FL 32322

Contact Person: Jeannie Newton, Treasurer, 260-450-2282

Phone Number: 850-697-8575T

Email Address: museum@campgordonjohnston.com

FEIN# 59-3391636

Have you previously received TDC funding for this programming? No (new grant)

Section 2. Museum Information:

Name: Camp Gordon Johnston Museum

Location: 1873 Highway 98 West, Carrabelle, FL, 32322

Hours of Operation: Tuesday –Saturday, 11 am to 5 pm

Manager: Board of Directors

Manager email: museum@campgordonjohnston.com

Web Site: www.campgordonjohnston.com

Section 3. Support Information to be Provided:

-Brief Description of the Project:

The Camp Gordon Johnston Museum was built in 2016-17 on a natural rise overlooking the beach where amphibious training took place in WWII. The original gravel/lime rock parking area and driveway have been eroding and washing out onto highway 98 since opening day. Although repairs have been made several times the

erosion continues to worsen. The material that washes out collects on the bike path that runs along highway 98 and can be quite deep, creating a hindrance for the walkers, bikers, and skateboarders who frequent the path. The driveway itself is an obstacle course, with deep ruts and pot holes. The new vehicle display building also is in need of a suitable approach surface. At this time there is just sand in the drive up to the building, making it difficult for walking visitors to access it, and nearly impossible for those using walkers or wheelchairs. The driveway was graded on September 17, 2021, and was already washing out again as of October 10th. (See attached photo prior to grading)

This project consists of paving a 16 foot wide by 205 foot long driveway, a 30 foot wide approach to the vehicle display building, and a 7,000 square foot parking area in front of the museum.

-The impacts of completing this project on attracting and promoting tourism are:

- The CGJM will appear more modern and inviting if the drive and parking lot are paved. This will increase both drive by and visitors from advertised sources.
- Tourists are more likely to visit when the driveway and parking lot are safe for them and their vehicles.
- Paving will increase the amount of parking available for museum events.
- Paving will eliminate the risk of injury on the multi use path in front of CGJM
- Paving will increase the public's access to all areas of CGJM, making it easier to move between the Museum and the Vehicle Display Building, especially for those with disabilities.

-Preserving the heritage of the community:

The CGJM is dedicated to preserving the history of Camp Gordon Johnston and its history in Carrabelle and Franklin County. CGJM also searches for and preserves the history of Franklin County veterans, from WWII or other wars, and provides educational material about WWII and other wars and conflicts where soldiers from the United States have served. Although CGJM has been in operation since 1998, it is still identifying local veterans from WWII and preserving their stories for future generations. Visitors and social media followers have become the main source of artifact donations to the museum, both from people living locally to those living across the country, allowing CGJM to continue to expand and improve both our Camp and WWII exhibits.

-Project Budget and Bids:

Six asphalt companies were contacted by phone to discuss the paving job at CGJM. Then an email with an aerial photo and approximate measurements of the CGJM paving job, requesting a quote was sent individually to each one. (See attached sample)

The following three companies submitted quotes:

-Roberts and Roberts, Inc	\$51,929.50
-Jason White Construction	\$37,345.00
-North Florida Asphalt, Inc.	\$24,800.00 (see attached quotes)

At the September 2021 CGJA Board of Director's meeting the paving project and bids were discussed. The Board approved the bid from North Florida Asphalt, Inc. pending approval of a Museum Project Grant from the Franklin County TDC. The Board appointed a James Newton, Robert Grimes, and Mark Melcher as the committee to oversee this project on behalf of the museum. No further action will be taken until a decision on the grant application by the TDC is finalized.

The Budget for this project is \$24,800.00, all to be paid to the paving contractor. Some preparatory site work, consisting of relocating our interpretive panels and moving a flag pole, has been completed by museum volunteers. Any grounds work required after the paving is done, such as laying sod, etc. will also be done by volunteers efforts and with museum funding.

-Corporate filing of Government Resolution:

-Camp Gordon Johnston Association is a 501(c)3 non-profit corporation registered with the Florida Department of State, operating as a museum to preserve the local history of Camp Gordon Johnston and WWII. (Attached: the letter from the IRS showing CGJA 501(c)3 status, the 2021 Annual Not for Profit Annual Report filing with Florida Department of State, and the CGJA Articles of Incorporation.)

-Documentation of Participation with Accrediting or Funding organization:

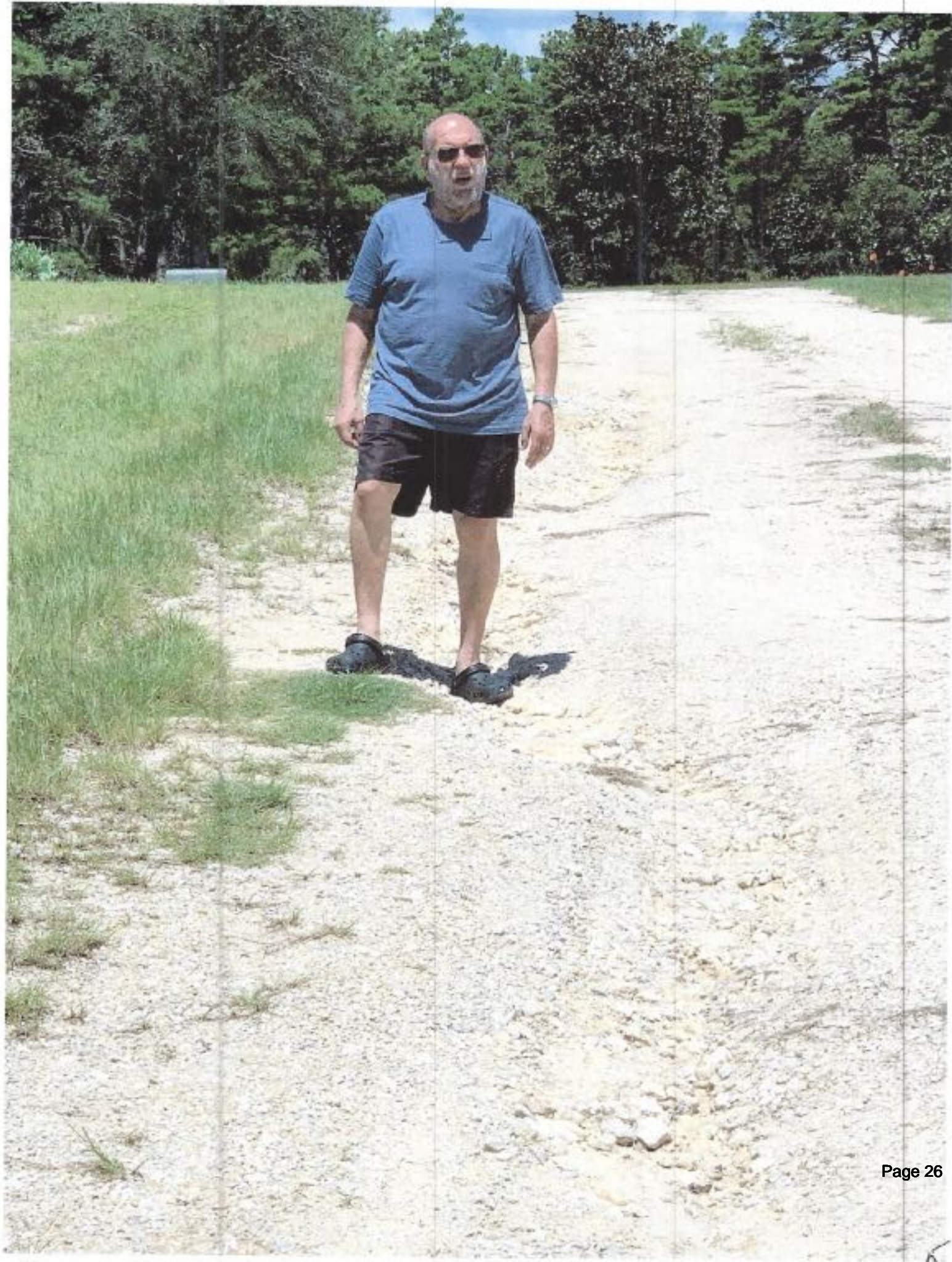
-Camp Gordon Johnston Association is a member of the Florida Association of Museums and the American Association of State and Local History. (Attached are receipts from Florida Association of Museums and American Association of State and Local History.)

-Grant Request

Camp Gordon Johnston Association is requesting a reimbursement grant of \$20,000.00 for their paving project, consisting of paving a 16 foot wide by 205 foot long driveway, a 30 foot wide approach to the vehicle display building, and a 7,000 square foot parking area in front of the museum. The contractor on this project will be North Florida Asphalt, Inc., with a total cost of \$24,800.00. CGJA has enough funds remaining in the building fund to cover the balance of this contract. CGJA understands if approved this contract must be paid in full by CGJA and then grant amount submitted for reimbursement.

Jean Newton, Treasurer
Signature of authorized agent

10/11/2021
date



Camp Gordon Johnston Museum Paving Quotes

From: Jim Newton (notwen53@yahoo.com)

To: tim@northfloridaasphalt.com

Date: Tuesday, August 17, 2021, 11:00 AM EDT

Attached you will find an aerial view and approximate measurements of the paving quote for the Camp Gordon Johnston Museum, 1873 US Hwy 98 W, Carrabelle, FL 32322.

We will be submitting this quote for grant assistance and need it to state the areas to be paved, such as driveway, approach to new garage building, and parking area, along with the specifics of the other costs related to job, and the type of asphalt you are proposing to use.

If you have any questions, please contact Jim Newton, 260-341-7291, or at notwen53@yahoo.com.

If you prefer to mail your quote:

Jim Newton
PO Box 792
Carrabelle, FL 32322

Thank you,
Jim Newton
Vice-President
Board of Directors
Camp Gordon Johnston Museum



aerial view.jpg

702.4kB



approx measurements.pdf

257.4kB

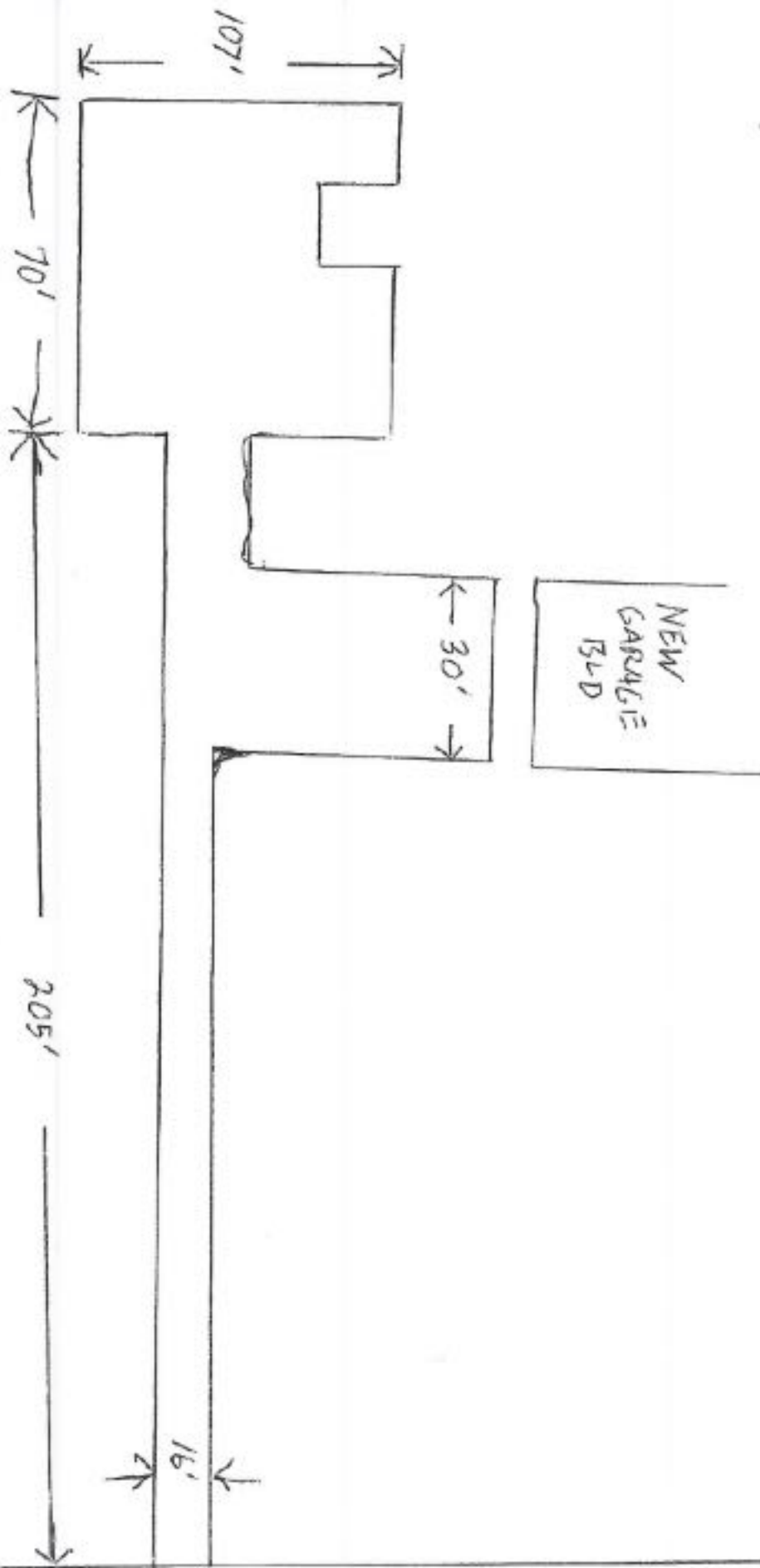
CGJM PARKING

MUSEUM BLD

Google Earth

100 ft


← N



NOT TO SCALE

MEASUREMENTS ARE
APPROXIMATE

86 LNH



1538 Metropolitan Blvd
Tallahassee, Florida 32308
ph: (850) 210-0350 f: (850) 210-0495

To: Franklin Co.
Attn: Jim Newton
nateen53@yahoo.com

Date: 08/23/21

Roberts and Roberts, Inc., hereinafter called the Company, agrees to furnish all labor, materials, and equipment required for the performance of the following described work in connection with the construction improvements at Camp Gordon Johnston

Item	Work Item Description	Quantity	Unit	Unit Price	Amount
	Base and Paving				
1	MOB	1.00	LS	\$ 3,000.00	\$3,000.00
2	Regular Ex	300.00	CY	\$ 12.00	\$3,600.00
3	Base Install (6") (Furnished and Installed by RARE)	1,331.00	SY	\$ 19.50	\$25,954.50
4	Asphalt Overlay 2.0"	125.00	TN	\$ 155.00	\$19,375.00
				TOTAL	\$51,929.50

Notes:

Excavated Material to be left on site.

Q

Jason White Construction, LLC

PO Box 385 / 43 Island Dr.
Eastpoint, FL 32328

ESTIMATE

Date	Estimate #
9/10/2021	2953

Name / Address
Camp Gordon Johnson Attn: Jim Newton

Description	Total
* Deliver Equipment * Freshway/Prep Existing Drive & Parking Areas with Lime Rock Base * Clear/Grub/Grade at Added Drive/Parking Areas * Place 4" of Lime Rock Base at Added Areas * Place 2" of Asphalt over Entire Drive/Parking Areas	37,345.00

Thank you for The Opportunity To Bid!	Total 537,345.00
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NORTH FLORIDA ASPHALT, INC.
2908 PLANT STREET
TALLAHASSEE, FL 32304
Phone 850-575-7228
Fax 850-575-1835 (FAX)

JOB ESTIMATE

8/20/2021

9471

Submitted to:

Camp Gordon Johnston Museum
1873 Hwy 98 W
Carrabelle, FL 3233
notwen53@yahoo.com

We hereby propose to furnish labor and materials, complete and in accordance with the below specifications:

REVISED from 6/28/21

Base area in front of new building
Grading and basing with 6" crushed concrete base
Grade all existing limerock
Compact
Pave all with 1 1/2" type 9.5 hot mix asphalt

30' x 60' area: tie end to new building Base with 6" crushed limerock base
70' x 107' area: parking lot add base as needed, grade and compact
205' x 16' area: road way to 98 add limerock base as needed, grade, and compact
Pave all with 1 1/2" type 9.5 hot mix asphalt

TOTAL

24,800.00

Owner is responsible for locating utilities unless otherwise noted. CALL 811

Owner is responsible for all permitting and fees unless otherwise noted.

All work by our company carries a one-year guarantee against defective workmanship and materials.

All changes in the above proposal shall be upon a signed change order.

Payment is due upon completion unless otherwise noted. At North Florida Asphalt Inc.'s discretion a late charge of (1.5%) may be added if payment is later than 30 days. We accept VISA MC and AMEX with an additional fee (based on going rates). We also reserve the right to repossess our materials if not paid for in 30 days.

This proposal is valid for 30 days, unless otherwise noted, from the above date.

Authorized Signature

Accepted by:

Date: _____

Signature: _____

\$24,800.00

TOTAL

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: SEP 21 2007

CAMP GORDON JOHNSTON ASSOCIATION
INC
PO BOX 1334
CARRABELLE, FL 32322

Employer Identification Number:
59-3391636
DLN:
207259002
Contact Person:
THOMAS C KOESTER ID# 31116
Contact Telephone Number:
(877) 829-5500
Public Charity Status:
170 (b) (1) (A) (vi)

Dear Applicant:

Our letter dated JUNE 17, 2003, stated you would be exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code, and you would be treated as a public charity, rather than as a private foundation, during an advance ruling period.

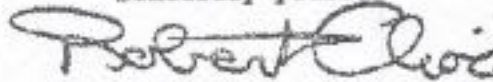
Based on the information you submitted, you are classified as a public charity under the Code section listed in the heading of this letter. Since your exempt status was not under consideration, you continue to be classified as an organization exempt from Federal income tax under section 501(c)(3) of the Code.

Publication 557, Tax-Exempt Status for Your Organization, provides detailed information about your rights and responsibilities as an exempt organization. You may request a copy by calling the toll-free number for forms, (800) 829-3676. Information is also available on our Internet Web Site at www.irs.gov.

If you have general questions about exempt organizations, please call our toll-free number shown in the heading.

Please keep this letter in your permanent records.

Sincerely yours,



Robert Choi
Director, Exempt Organizations
Rulings and Agreements

2021 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# N97000001910

Entity Name: THE CAMP GORDON JOHNSTON ASSOCIATION, INC.**Current Principal Place of Business:**1873 HIGHWAY 98 WEST
CARRABELLE, FL 32322**Current Mailing Address:**POST OFFICE BOX 1334
CARRABELLE, FL 32322 US**FEI Number:** 59-3391636**Certificate of Status Desired:** No**Name and Address of Current Registered Agent:**BUTLER, DAVID K
55258 FOX SQUIREL DR.
CALLAHAN, FL 32011 US*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.***SIGNATURE:** DAVID K BUTLER

04/07/2021

Electronic Signature of Registered Agent

Date

Officer/Director Detail :**Title** DIRECTOR, SECRETARY
Name BUTLER, DAVID K
Address 55258 FOX SQUIREL DR.
City-State-Zip: CALLAHAN FL 32011**Title** DIRECTOR
Name LISA, KIETH-LUCAS
Address 815 SUNSET DRIVE
City-State-Zip: CARRABELLE FL 32322**Title** DIRECTOR
Name BOOTH, JOHN
Address 302 BIRCH LANE
City-State-Zip: TALLAHASSEE FL 32801**Title** DIRECTOR, TREASURER
Name NEWTON, JEANNIE
Address P O BOX 792
City-State-Zip: CARRABELLE FL 32322**Title** DIRECTOR, VP
Name NEWTON, JAMES
Address P O BOX 792
City-State-Zip: CARRABELLE FL 32322**Title** DIRECTOR
Name JOHNSON, TONY
Address P O BOX 1334
City-State-Zip: CARRABELLE FL 32322**Title** DIRECTOR, PRESIDENT
Name USHER, RANDY
Address 1117 BRAGDON STREET
City-State-Zip: CARRABELLE FL 32322**Title** DIRECTOR
Name GRIMES, ROBERT (BOB) EARL
Address 6260 CRAWFORDVILLE ROAD
City-State-Zip: TALLAHASSEE FL 32305**Continues on page 2**

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other file empowered.

SIGNATURE: DAVID K BUTLER**DIRECTOR, SECRETARY** 04/07/2021

Electronic Signature of Signing Officer/Director Detail

Date

Officer/Director Detail Continued :

Title DIRECTOR
Name MELCHER, MARK
Address 904 NE 5TH ST
City-State-Zip: CARRABELLE FL 32322

Title DIRECTOR
Name SPIVEY, GENE
Address 207 12TH ST E
City-State-Zip: CARRABELLE FL 32322

CAMP GORDON JOHNSTON ASSOCIATION, INC.

ARTICLES OF INCORPORATION

ARTICLE I - GENERAL

Section 1. Name

This organization is incorporated under the state laws of Florida and shall be known as The Camp Gordon Johnston Association, Inc. hereafter referred to as the Association.

Section 2. Object

(a) This Association is organized for the purpose of preserving and maintaining the historical significance of the Lanark Village and East Franklin County, Florida area as a World War II Amphibious Training Center.

(b) To obtain and collect memorabilia and artifacts from that era and to obtain and establish a museum to house these items for current and future generations to view as a reminder of the historical importance of this area during World War II.

Section 3. Limitation of Methods

- (a) The Organization (Association) shall be organized exclusively for charitable, and educational purposes including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501 (c) 3 of the Internal Revenue Code or corresponding section of any future federal tax code.
- (b) No part of the net earnings of the Organization shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the Organization shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the Organization's Article of Incorporation and/or By-laws. No substantial part of the activities of the Organization shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Organization shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these by laws, the Organization shall not, carry on any other activities not permitted to

be carried on (a) by an organization exempt from federal income tax under section 501 (c) (3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or (b) by an organization, contributions to which are deductible under section 170 (c) (2) of the Internal Revenue Code, or corresponding section of any future federal tax code.

- (c) Upon the dissolution of the organization, assets shall be distributed for one or more exempt purposes within the meaning of section 501 (c) (3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of the organization is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE II - MEMBERSHIP

Section 1. Eligibility

Any former Camp Gordon Johnston veteran, spouse, descendant or any individual having an interest in the above objective shall be eligible to apply for membership.

Section 2. Dues

Membership dues shall be at such rate or rates, schedules or formulas as may be from time to time prescribed by the Board of Directors, payable annually in advance.

Section 3. Termination

(a) Any member may resign from the Association upon written request to the Board of Directors.

(b) Any member shall be expelled by the Board of Directors by a two-thirds vote for nonpayment of dues after ninety (90) days from the due date unless otherwise extended, for good cause.

(c) Any member may be expelled by a two-thirds vote of the Board of Directors at a regularly scheduled meeting for conduct unbecoming a member or prejudicial to the aims or repute of the Association, after notice and opportunity for a hearing are afforded the member complained against.

Section 4. Voting Restriction of Members

Every member of the Association in good standing is entitled to one vote in any election, referendum, or membership meeting.

ARTICLE III - MEETINGS

Section 1. Annual Meeting

The Annual Meeting of the Association shall be held in March of each year in conjunction with the annual CGJ veteran's reunion, and notice thereof mailed to each member at least ten (10) days before said meeting.

Section 2. Additional Meetings

(a) Monthly meetings of the Association shall be held on the first Tuesday of each month unless otherwise stated.

(b) Board Meetings may be called by the President at any time or by written application of three (3) members of the Board.

Section 3. Quorums

(a) At any general meeting of the Association, ten (10) members shall constitute a quorum.

(b) Five (5) directors present shall constitute a quorum for the Board of Directors.

(c) At committee meetings, a majority shall constitute a quorum except that when a committee consists of more than nine (9) members, then five (5) shall constitute a quorum.

ARTICLE IV - BOARD OF DIRECTORS

Section 1. Composition of the Board

The Board of Directors shall be composed of a number to be determined by 3/4 vote of the members present and up to five (5) Executive Board Members.

Section 2. Nominating Committee

The nominating committee shall be appointed by the President at the April meeting held on the first Tuesday in April to nominate a President, 1st Vice President, 2nd Vice President, Secretary, Treasurer, and up to the number as determined by 3/4 vote of the members present, for the coming year. Nominations are to be announced on election day, the 1st Tuesday in May, unless otherwise stated. Nominations from the floor on that day will be accepted and voting will be by ballot with write in lines available for all offices.

Section 3. Annual Elections

Annual elections will be held at the meeting of the 1st Tuesday in May unless otherwise stated.

Section 4. Annual Reorganization of the Board

At the annual reorganization meeting, the 1st Tuesday in May, the membership shall elect the following officers: President, 1st Vice President, 2nd Vice President, Secretary, Treasurer, and up to five (5) or more Executive Board members to serve as members of the Board of Directors annually from the 1st Tuesday of June to the 1st Tuesday of June the following year.

Section 5. Records

A list of the candidates so nominated by the membership shall be kept on file in Association records.

Section 6. Term of Office

(a) An Executive Board member may serve from the first Tuesday in June to the first Tuesday of June the following year, each year he or she is elected or re-elected to the Board of Directors.

(b) A member elected to an office of the Board of Directors may hold that office for only two (2) consecutive years. There must be a one (1) year break after two (2) years in the same office before said member may hold that office again. Said member during this one year break will automatically be placed on the Board of Directors. Said member may also hold any other office during this period.

Section 7. Vacancies

Vacancies of the Board of Directors or among the officers shall be filled by the majority vote of the membership present at a regular meeting. If any member of the Board of Directors shall fail to attend three successive meetings, the President shall, in writing, call such failure to his attention and, if satisfactory excuse is not received within thirty (30) days, that individual shall cease to be a member of the Board and the vacancy thus created shall be filled as provided above.

Section 8. Policy

All policies of the Board will be formalized and recorded in a manual of procedures for easy reference by the officers, directors and administrative staff. The Board shall adopt such rules and regulations as may be required to conduct the affairs of the organization. The government and policy making responsibilities of the Association shall be vested in the membership at large, which shall control its property, be responsible for its finances, and direct its affairs.

ARTICLE V - OFFICERS

Section 1. Duties of Officers

(a) **President:** The president shall be the head of the Association and shall preside at all meetings of the membership and the Board of Directors. The President shall, with the counsel and advice of the 1st Vice President, determine the need for ad hoc committees, subject to the approval of the Board of Directors and membership. The President shall, with the counsel and advice of the Board of Directors, select all ad hoc committee chairmen, and assist in the selection of ad hoc committee personnel. With the approval of the Board of Directors, the President shall sign all deeds, contracts and other instruments affecting the operation of the Association and any of its properties. The President shall sign all formal documents of the Association.

(b) **1st Vice-President:** The 1st Vice-President shall serve as first assistant to the President of the Association, performing the duties of the President in the absence of that officer. The 1st Vice-President shall also serve as chairman of the Program of Work Committee. He and his committee shall be responsible for determining the proper program activities of the Association. They will also determine whether the program activities are directed toward achieving the needs of the Association. The 1st Vice-President will strive at all times to assist with and lighten the duties of the President.

(c) **2nd Vice-President:** The 2nd Vice-President shall serve as first assistant to the 1st Vice-President. The 2nd Vice-President shall be charged mainly with membership. It shall be his or her responsibility to constantly strive to increase the Association's membership. The President will depend on the 2nd Vice-President to provide programs to spice up meetings and to attract attendance. The 2nd Vice-

President will also strive to produce and implement plans to increase the funds of the Association which will be used to further our previously stated objectives.

(d) Recording Secretary: The person fulfilling these duties shall prepare minutes for each meeting, keep all records of the Association in a neat, easily assessable file for easy reference by the officers, directors and administrative staff. The Recording Secretary shall also perform those specific duties as required by the President.

(e) Corresponding Secretary: The person fulfilling these duties shall handle all correspondence of the Association, the mailing of meeting notices, all mass mailing to members of the Association and any other specific duties as required by the President. The Corresponding Secretary has no vote on the Board of Directors.

(f) Treasurer: The person fulfilling these duties shall serve as Treasurer of the Association and co-sign all checks as authorized. The Treasurer shall be the technical custodian of all funds of the Association and shall present a monthly Financial Report to the Board of Directors and an annual Financial Report to the members of the Association at the Annual Meeting.

(g) Five (5) Executive Board Members: These officers shall serve on the Board of Directors as advisers of the Board. They shall supply the input needed to guide the Board in the right direction on all activities, programs, and committees needed to perform our main objective of maintaining and preserving the historical value of the area.

ARTICLE VI - COMMITTEES AND DIVISIONS

Section 1. Appointment and Authority

The President shall appoint all committees subject to confirmation by the Board of Directors. The Board shall authorize and define the specific duties of all standing and special committees except those committees whose functions are set forth in these by-laws. Committee appointments shall be at the will and pleasure of the President and in no event shall exceed the term of the appointing President. It shall be the function of the committee to make investigations, conduct studies and hearings, make recommendations to the Board of Directors and to carry on such activities as may be delegated to them by the Board.

Section 2. Limitation of Authority

No committee shall take or make public any formal actions, or make public any resolution, or in any way commit the Association on a question of policy without first receiving approval of the Board of Directors. Special committees shall be discharged by the President when their work has been completed and their reports accepted, or when in the opinion of the Board of Directors, it is deemed wise to discontinue the committee. No committee or representative of any committee will commit the Association to any

debt or spend any funds for which they will request reimbursement without prior approval of the Board of Directors.

Section 3. Recommended Committees

The recommended committees for the Association are as follows: Historian, Operations, Communications, Community Relations, Entertainment, Tours and Special Functions, Special Projects, Membership and any other committee that the President and the Board of Directors deem necessary for the operation of the Association.

Section 4. Budget and Finance Committee

A Budget and Finance Committee shall be appointed by the President. The committee shall from time to time advise the Board of Directors with respect to the financial condition and financial policies of the organization. They shall suggest ways and means of conserving and increasing the membership and revenue of the Association under the guidance of the 2nd Vice-President. This committee shall be responsible for assisting the administration in establishing the budget necessary to meet the requirements of the Association's program of work.

This committee shall be responsible for determining ways and means by which budget requirements are met. As soon as possible after the first of the year, the Budget and Finance Committee in conjunction with the 2nd Vice-President shall prepare a budget of estimated income and expenditures and submit it to the Board of Directors. As passed by the Board, this budget shall serve as the appropriation measure for the Association. No committee may exceed its appropriation without consent of the Board.

ARTICLE VII - FINANCES

Section 1. Funds

All money paid to the Association shall be placed in a general fund. Funds unused from the current year's budget will be placed in a reserve account.

Section 2. Disbursements

No obligation or expense shall be incurred and no money shall be appropriated without prior approval of the Board of Directors. Upon approval of the budget, the Treasurer is authorized to make disbursements on accounts and expenses provided for in the budget without additional approval of the Board of Directors. Disbursement shall be by check. Checks shall normally be signed by two (2) of the following three (3) officers: President, Recording Secretary and Treasurer.

Section 3. Fiscal Year

The fiscal year of the Association shall run from July 1 of current year to June 30

of following year.

ARTICLE VIII - PARLIAMENTARY PROCEDURES AND SEAL

Section 1. Authority

The proceedings of the Association shall be governed by and conducted to the latest rules of Robert's Rules of Order as revised.

Section 2. Seal

The Association may use a seal of such design as may be adopted by the Board of Directors.

ARTICLE IX - AMENDMENTS

Section 1. Approval

These by-laws may be amended or altered by a two-thirds (2/3) vote of the Board of Directors present after having been given written notice of the announced meeting and the proposed amendment or altered wording of the By-laws of the Camp Gordon Johnston Association, Inc.

Jan 03

Date Approved by
Association


President


1st Vice President

Your FAM receipt [#1120-4919]

Thu 7/22/2021 1:31 PM

From: FAM

To: museum@campgordonjohnston.com



Receipt from FAM

Receipt #1120-4919

AMOUNT PAID

\$100.00

DATE PAID

July 22, 2021

PAYMENT METHOD

VISA - 2879

SUMMARY

FAM Membership Renewal Fee

\$100.00

Amount charged

\$100.00

If you have any questions, contact us at fam@flamuseums.org or call at +1 850-222-6028.

Something wrong with the email? [View it in your browser.](#)

You're receiving this email because you made a purchase at FAM, which partners with Stripe to provide invoicing and payment processing.

Renewing online is easy. Use the following these steps:

1. Go to www.aaslh.org and click "Membership Center" at the top right of the screen.
2. Type your username and password into the green sign-in box. If you don't know your password, click "Forgot Your Password" to easily reset it. Please note that if we don't have a working email on file for your account, you will need to email us at membership@aaslh.org or call the office (615-320-3203) to reset your password.
3. Once you are signed in, click "Manage Profile" in the green box.
4. Click "Membership Info." There you will see the option to easily renew or upgrade.
5. Make sure to update your member contact information, so you receive your copies of publications and the latest news.

To renew by mail, simply fill out the section below and return this page to AASLH.

☒ Enclosed is my check for \$ 98.00

☐ Bill my credit card \$ _____

Credit Card Type (please circle one): Visa/ Mastercard/ Discover/ American Express

Credit Card Number _____ Expiration Date _____

Name on Card (please print) _____ Verification Code _____

Signature _____

Membership Number - 60940644

Please help AASLH learn about the field by answering as many of the following questions as you can:

- ❖ What was the total reported attendance for onsite visits for all locations of your institution in the previous calendar year? _____
- ❖ Which of the following best describes your institution?
 - ☒ History Museum ☐ Historical Society ☐ Historic House ☐ Historic Site ☐ Historic Preservation Entity ☐ Library/Archives ☐ General/Other than History Museum
- ❖ How many full-time, paid staff members do you have? Please use the standards in your state or locality for determining full-time status _____
- ❖ What is your annual operating budget? _____
- ❖ Which category best describes your museum's location?
 - ☐ City ☐ Suburb ☐ Town ☒ Rural

Your individual responses will be kept confidential and only reported in the aggregate with other institutions



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Image

[Return To Details](#)

Front

CAMP GORDON JOHNSTON ASSOCIATION
PO BOX 1375
GARRARDVILLE, FL 32602

1283

DATE Nov 16, 2020 91-275929

PAY TO THE ORDER OF ASHL \$ 98.00

ninety eight 00 DOLLARS

FOR 62950677 Jim A. Hunter

⑈001283⑈ ⑈0082902757⑈ ⑈502164863⑈

Back

20201124512454892073 03 1536

Regions Bank ⑈062000019⑈

20201124512454892073 03 1536
Regions Bank ⑈062000019⑈

[Return To Details](#)

Forms 990 / 990-EZ Return Summary

For calendar year 2019, or tax year beginning 07/01/19, and ending 06/30/20

Camp Gordon Johnston Association

59-3391636

Net Asset / Fund Balance at Beginning of Year

796,429

Revenue

Contributions	<u>82,618</u>
Program service revenue	
Investment income	<u>824</u>
Capital gain / loss	
Fundraising / Gaming:	
Gross revenue	
Direct expenses	
Net income	
Other income	<u>0</u>
Total revenue	<u>83,442</u>

Expenses

Program services	<u>84,794</u>
Management and general	<u>925</u>
Fundraising	
Total expenses	<u>85,719</u>
Excess / (deficit)	<u>-2,277</u>

Changes

Net Asset / Fund Balance at End of Year

794,152

Reconciliation of Revenue

Total revenue per financial statements	
Less:	
Unrealized gains	
Donated services	
Recoveries	
Other	
Plus:	
Investment expenses	
Other	
Total revenue per return	<u>83,442</u>

Reconciliation of Expenses

Total expenses per financial statements	
Less:	
Donated services	
Prior year adjustments	
Losses	
Other	
Plus:	
Investment expenses	
Other	
Total expenses per return	<u>85,719</u>

	Beginning	Ending	Differences
Assets	<u>797,135</u>	<u>794,623</u>	
Liabilities	<u>706</u>	<u>471</u>	
Net assets	<u>796,429</u>	<u>794,152</u>	<u>-2,277</u>

Miscellaneous Information

Amended return _____
 Return / extended due date 05/17/21
 Failure to file penalty _____

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

	A	B	C	D	E	F	G	H	I	J	K	L	M
1	Month	2005-06	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17
2	October	\$ 35,408.91	\$ 32,809.57	\$ 39,697.19	\$ 38,597.69	\$ 39,568.32	\$ 36,996.34	\$ 48,383.10	\$ 53,543.22	\$ 57,651.88	\$ 58,875.87	\$ 75,084.59	\$ 95,107.96
3	November	\$ 24,824.38	\$ 24,717.35	\$ 27,182.76	\$ 25,888.92	\$ 25,863.47	\$ 26,438.49	\$ 34,441.98	\$ 40,334.08	\$ 34,740.65	\$ 40,065.78	\$ 44,449.24	\$ 46,043.65
4	December	\$ 20,421.74	\$ 16,055.89	\$ 22,986.95	\$ 23,167.33	\$ 16,530.96	\$ 19,936.19	\$ 21,597.00	\$ 21,510.93	\$ 29,747.90	\$ 30,978.80	\$ 24,692.82	\$ 41,580.49
5	January	\$ 19,681.48	\$ 26,489.68	\$ 22,911.37	\$ 22,960.20	\$ 26,170.57	\$ 23,359.12	\$ 30,392.62	\$ 33,657.09	\$ 34,707.03	\$ 38,805.36	\$ 47,001.63	\$ 41,668.57
6	February	\$ 29,294.47	\$ 44,900.59	\$ 40,835.29	\$ 39,452.32	\$ 33,678.97	\$ 34,980.88	\$ 52,045.79	\$ 49,365.87	\$ 52,883.10	\$ 42,754.53	\$ 64,493.95	\$ 60,422.61
7	March	\$ 51,243.40	\$ 45,643.22	\$ 61,090.70	\$ 49,778.57	\$ 53,116.79	\$ 61,989.52	\$ 66,597.90	\$ 80,880.36	\$ 78,180.12	\$ 83,626.43	\$ 80,017.67	\$ 84,583.19
8	April	\$ 69,608.73	\$ 70,430.06	\$ 66,135.24	\$ 73,880.65	\$ 53,934.68	\$ 70,610.82	\$ 81,641.55	\$ 90,242.68	\$ 81,115.14	\$ 101,310.37	\$ 103,120.37	\$ 89,949.68
9	May	\$ 100,486.16	\$ 114,100.71	\$ 123,221.80	\$ 104,769.28	\$ 120,470.95	\$ 90,634.75	\$ 140,203.97	\$ 115,589.54	\$ 135,897.45	\$ 143,700.44	\$ 131,348.44	\$ 110,484.59
10	June	\$ 107,484.39	\$ 166,403.90	\$ 138,839.79	\$ 143,507.76	\$ 151,640.61	\$ 172,029.99	\$ 143,805.29	\$ 195,838.11	\$ 210,505.76	\$ 195,093.30	\$ 213,948.96	\$ 226,795.48
11	July	\$ 149,857.23	\$ 95,128.02	\$ 128,027.35	\$ 131,276.62	\$ 114,121.18	\$ 147,874.24	\$ 140,000.40	\$ 153,197.77	\$ 164,199.99	\$ 182,235.52	\$ 253,603.30	\$ 242,036.51
12	August	\$ 51,353.14	\$ 69,863.99	\$ 57,497.82	\$ 56,312.21	\$ 71,377.70	\$ 60,698.01	\$ 93,912.12	\$ 86,742.96	\$ 107,783.56	\$ 129,879.50	\$ 82,664.07	\$ 121,808.90
13	September	\$ 38,597.72	\$ 46,282.27	\$ 45,739.57	\$ 41,298.87	\$ 47,760.09	\$ 57,592.93	\$ 63,037.18	\$ 57,170.58	\$ 64,199.48	\$ 75,778.00	\$ 81,869.35	\$ 90,214.19
14	Totals	\$ 698,261.75	\$ 752,825.25	\$ 774,165.83	\$ 750,890.42	\$ 754,234.29	\$ 803,141.28	\$ 916,058.90	\$ 978,073.19	\$ 1,051,612.06	\$ 1,123,103.90	\$ 1,202,294.39	\$ 1,250,695.82
15													
16	YOY %		\$ 54,563.50	\$ 21,340.58	\$ (23,275.41)	\$ 3,343.87	\$ 48,906.99	\$ 112,917.62	\$ 62,014.29	\$ 73,538.87	\$ 71,491.84	\$ 79,190.49	\$ 48,401.43
17			7.8%	2.8%	-3.0%	0.4%	6.5%	14.1%	6.8%	7.5%	6.8%	7.1%	4.0%
18													
19	Month	2017-18	2018-19	2019-20	2020-21	Increase / Decrease	% of Change	To Date % of Change					
20	October	\$ 85,823.35	\$ 38,416.89	\$ 89,660.28	\$ 147,542.08	\$ 57,881.80	65%	64.56%					
21	November	\$ 49,440.74	\$ 87,784.31	\$ 57,067.01	\$ 86,469.54	\$ 29,402.53	52%	116.08%					
22	December	\$ 37,182.43	\$ 46,715.00	\$ 52,526.91	\$ 67,724.30	\$ 15,197.39	29%	80.46%					
23	January	\$ 51,388.51	\$ 52,063.46	\$ 54,422.25	\$ 115,730.11	\$ 61,307.86	113%	141.58%					
24	February	\$ 58,337.94	\$ 66,632.44	\$ 95,017.02	\$ 84,508.31	\$ (10,508.71)	-11%	101.59%					
25	March	\$ 111,947.32	\$ 127,975.20	\$ 71,946.84	\$ 149,485.24	\$ 77,538.40	108%	96.71%					
26	April	\$ 103,422.44	\$ 82,258.08	\$ 20,066.60	\$ 181,177.73	\$ 161,111.13	803%	910.65%					
27	May	\$ 140,130.14	\$ 166,129.65	\$ 123,839.27	\$ 276,458.66	\$ 152,619.39	123%	926.12%					
28	June	\$ 269,049.32	\$ 300,092.38	\$ 283,734.76	\$ 327,038.47	\$ 43,303.71	15%	138.50%					
29	July	\$ 215,933.34	\$ 209,374.07	\$ 253,488.28	\$ 551,473.69	\$ 297,985.41							
30	August	\$ 111,322.92	\$ 134,238.67	\$ 190,136.02	\$ 306,565.12	\$ 116,429.10							
31	September	\$ 70,419.47	\$ 90,051.57	\$ 140,186.24									
32	Totals	\$ 1,304,397.92	\$ 1,401,731.72	\$ 1,432,091.48	\$ 2,294,173.25	\$ 1,002,268.01	165%						
33													
34	YOY %	\$ 53,702.10	\$ 97,333.80	\$ 30,359.76									
35		4.29%	7.46%	2.17%									
36													
37	* October and November 2018 due to Hurricane Michael statistically are outliers.												
38	October and November 2019 compared with 2017-18 amounts are more representative,												
39	thus, these months show increases of 10% and 9% respectively, or YTD increase of 31%.												
40	* Coronavirus-19 March 1 - May 18 2020												
41	* July 1, 2021 Increase in tax rate.												
42													



November 10, 2021

To whom it may concern,

I am the current owner of 667 Bald Point Road, Alligator Point, FL 32346; Parcel ID 28-06S-01W-1051-0010-0850. I am aware of the variance and approve to allow it.

Sincerely,

Judith Fournier Bingham

Judith Fournier Bingham

Joshua E. Brown - Licensed Real Estate Broker
3004 Crawfordville Hwy. • Crawfordville, FL 32327
(850) 528-6385 Cell • (850) 926-9100 Office • (850) 926-9164 Fax
www.wptproperties.com



ADVISORY BOARD OF ADJUSTMENT APPLICATION

FRANKLIN COUNTY BUILDING DEPARTMENT

34 Forbes Street, Suite 1, Apalachicola, Florida 32320

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

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

ADVISORY BOARD OF ADJUSTMENT APPLICATION

PROPERTY OWNER'S NAME: Scott W. Shanley (buyer)
MAILING ADDRESS: 1155 17th Ln SW City/State/Zip: Vero Beach, FL 32962
PHONE #: _____ CELL #: (423) 404-2449 EMAIL: shanley_scott@yahoo.com

AGENT'S NAME: Tara Morgan (with GF&A Realty)
MAILING ADDRESS: 2284 Sopchoppy HWY #464 City/State/Zip: Sopchoppy, FL 32358
PHONE #: _____ CELL #: (850) 695-1002 EMAIL: tara@gfaproperty.com

PROPERTY DESCRIPTION: 911 Address: 667 Bald Point #1, Bald Point, FL 32346
Lot/s: 85 & 86 Block: 10 Subdivision: SOUTHERN DUNES Unit: 1
Parcel Identification #: 12037-28-065-01W-1051-00 28-065-01W-1051-0010-0850
JURISDICTION: ☐ Franklin County
☐ Apalachicola ☐ Eastpoint ☐ St. George Island ☐ Carrabelle ☐ Dog Island ☐ Lanark-St. James ☐ St. Teresa ☒ Alligator Point

LEGAL DESCRIPTION OF THE PROPERTY: (MUST ATTACH LEGAL DESCRIPTION)

DESCRIPTION OF REQUEST: I have contracted 2 of 3 lots, as shown on attached survey, with encroaching marsh and CHZ. I am requesting a variance to build a two story home with a footprint not to exceed 1,000 sq. ft. The house will encroach 10' into the South or (front 25') setback and will encroach into the wetlands setback 34'. This will place the house on the North side 19.9' from the wetlands edge. I am also requesting a variance to locate the drain field & septic tank encroaching 5' into the East side 10' setback and 20' into the South (front 25') setback.

ADVISORY BOARD OF ADJUSTMENT DATE: _____

RECOMMENDED APPROVAL: _____ RECOMMENDED DENIAL: _____ RECOMMENDED TO TABLE: _____
CONDITIONS: _____

BOARD OF COUNTY COMMISSION MEETING DATE: _____
APPROVED: _____ DENIED: _____ TABLED: _____
CONDITIONS: _____

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

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

**THIS VARIANCE REQUEST WILL EXPIRE ONE YEAR FROM DATE OF APPROVAL
BY THE FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONER.**



Overview



Legend

-  Parcels
-  Roads
-  City Labels

Parcel ID 28-06S-01W-1051-0010-0850

Sec/Twp/Rng 28-6S-1W

Property Address 667 BALD POINT RD

District 1

Brief Tax Description UNIT 1 BL 10 LOT 85, 86

(Note: Not to be used on legal documents)

Alternate ID 01W06S28105100100850

Class VACANT

Acreage 0.189

Owner Address FOURNIER JUDITH C

1652 WHITEHEAD DR

SARASOTA, FL 34232

Date created: 10/26/2021

Last Data Uploaded: 10/26/2021 7:49:00 AM

Developed by  Schneider
GEOSPATIAL

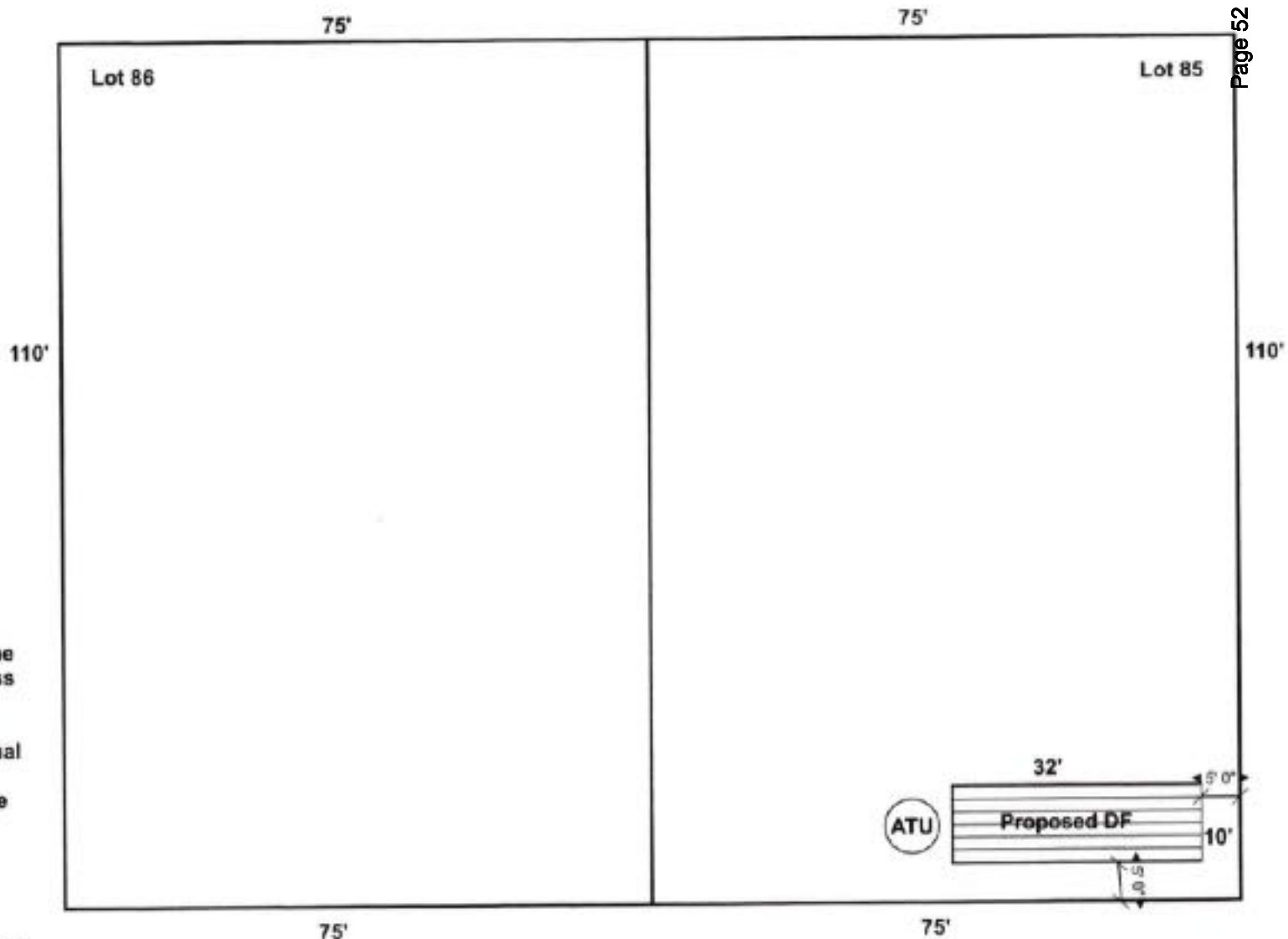
667 Bald Point Rd



Scale: 1" = 20'

The area shown as the proposed drainfield area will accommodate a 3 bedroom residence with up to 2250 square feet of building area. Drainfield depth would be a maximum of 30" into existing grade. The Drainfield area will encompass a 10' x 32' area. A scaled survey showing the wetland delineation will allow the actual wetland setback to be determined. Placement of the septic system in the area depicted will meet or exceed all requirements as set forth by the State of Florida as related to onsite sewage treatment and disposal systems

Melissa Durkin
CEHP #1722
9/17/2021



Right - of - Way

Bald Point Rd

Franklin County
Attention: Courtney Bankston
34 Forbes Street, Suite 1
Apalachicola, FL 32320

Subject: Pre-purchase lot variance to allow 1,000 sq ft footprint residence spanning two lots within CHZ
Date: 10/5/21

For your consideration

I have contracted 2 of 3 lots at 667 Bald Point Road and have since received a completed survey from Thurman Roddenberry. The topographical survey shows the encroaching marsh, proposed home location and proposed location of the septic system by N FL. Septic Consulting The contract to purchase is currently extended for "Feasibility Studies" so I can have a better understanding of the property's potential. It is my plan to build a two-story retirement home, with covered balconies, that will not exceed the 1,000 sq ft variance allowance. I have reduced the area of a house plan to eliminate a bedroom and shorten the balconies to achieve 998' on the footprint.

For your review, I have enclosed the following with this letter:

1. Vacant Land Contract
2. Variance request
3. Survey with proposed home location & proposed septic location
4. Check # 101 for \$250.00

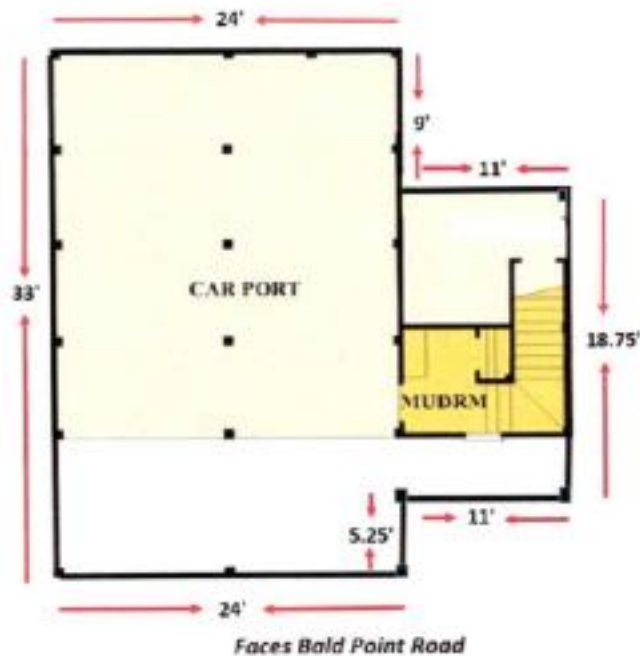
Thank you for your consideration

Sincerely


Scott Shanley

(423) 404-2449

998 SQ. FT. "footprint and 1,482 SQ. FT. of heated area









Vacant Land Contract

1. **Sale and Purchase ("Contract"):** Judith Fournier ("Seller")
and Scott Shanley ("Buyer")

(the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property") described as:

Address: 667 Bald Point #1, BALD POINT, FL 32346

Legal Description: UNIT 1 BL 10 LOT 85, 86 SOUTHERN DUNES

SEC 28 /TWP / 6S /RNG 1W of Franklin County, Florida. Real Property ID No.: 12037-28-06S-01W-1051-00 including all improvements existing on the Property and the following additional property:

2. **Purchase Price:** (U.S. currency) \$ 45,000.00

All deposits will be made payable to "Escrow Agent" named below and held in escrow by:

Escrow Agent's Name: Wakulla Title Company

Escrow Agent's Contact Person: Jan Colvin

Escrow Agent's Address: 3004 Crawfordville Hwy, Crawfordville, FL 32327

Escrow Agent's Phone: 850-926-3934

Escrow Agent's Email: wakullatitlecompany@gmail.com

(a) Initial deposit (\$0 if left blank) (Check if applicable)

☐ accompanies offer

☒ will be delivered to Escrow Agent within 3 days (3 days if left blank)

after Effective Date \$ 2,000.00

(b) Additional deposit will be delivered to Escrow Agent (Check if applicable)

☐ within days (10 days if left blank) after Effective Date

☐ within days (3 days if left blank) after expiration of Due Diligence Period \$ 0.00

(c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage) \$ 0.00

(d) Other: \$ 0.00

(e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations) to be paid at closing by wire transfer or other Collected funds \$ 43,000.00

(f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify): prorating areas of less than a full unit. The purchase price will be \$ per unit based on a calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the calculation:

3. **Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy delivered to all parties on or before August 6, 2021, this offer will be withdrawn and Buyer's deposit, if any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is delivered. The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter-offer.

4. **Closing Date:** This transaction will close on September 10, 2021 ("Closing Date"), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs on a Saturday, Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and other items.

5. **Extension of Closing Date:** If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

Buyer (SS) () and Seller () () acknowledge receipt of a copy of this page, which is 1 of 8 pages.

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("CFPB Requirements"), if applicable, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.

6. Financing: (Check as applicable)

(a) ☒ **Buyer** will pay cash for the Property with no financing contingency.

(b) ☐ This Contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this Contract and **Buyer's** deposit(s) will be returned.

- (1) ☐ **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ _____ or _____ % of the purchase price at (Check one) ☐ a fixed rate not exceeding _____ % ☐ an adjustable interest rate not exceeding _____ % at origination (a fixed rate at the prevailing interest rate based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and **Broker** fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and **Broker**.
- (2) ☐ **Seller Financing:** **Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to **Seller** in the amount of \$ _____, bearing annual interest at _____ % and payable as follows:

The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

- (3) ☐ **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to

LN# _____ in the approximate amount of \$ _____ currently payable at \$ _____ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) _____ interest rate of _____ % which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____ % or the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing which this Contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**, this Contract will terminate; and **Buyer's** deposit(s) will be returned.

- 7. Assignability: (Check one)** **Buyer** ☐ may assign and thereby be released from any further liability under this Contract, ☒ may assign but not be released from liability under this Contract, or ☐ may not assign this Contract.

- 8. Title: Seller** has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed ☐ special warranty deed ☐ other (specify) _____, free of liens, easements, and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____ provided there exists at closing no violation of the foregoing.

(a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search (including municipal lien search) if performed, and all other fees charged by closing agent. **Seller** will deliver to **Buyer**, at

(Check one) ☐ **Seller's** ☒ **Buyer's** expense and

(Check one) ☐ within _____ days after Effective Date ☐ at least _____ days before Closing Date,

(Check one)

- (1) ☒ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the

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amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

- (2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

- (b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within 10 days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within 30 days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

- (c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).

- (d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

9. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

- (a) **Inspections:** (Check (1) or (2))

- (1) ☒ **Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within 30 days (30 days if left blank) ("Due Diligence Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Due Diligence Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Due Diligence Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

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- (2) ☐ **No Due Diligence Period:** Buyer is satisfied that the Property is suitable for Buyer's purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to Buyer. This Contract is not contingent on Buyer conducting any further investigations.
- (b) **Government Regulations:** Changes in government regulations and levels of service which affect Buyer's intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has expired or if Paragraph 9(a)(2) is selected.
- (c) **Flood Zone:** Buyer is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.
- (d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.
- ☐ Buyer waives the right to receive a CCCL affidavit or survey.

10. Closing Procedure; Costs: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller (in local cashier's check if Seller requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 21. In addition to other expenses provided in this Contract, Seller and Buyer will pay the costs indicated below.

(a) Seller Costs:

Taxes on deed
Recording fees for documents needed to cure title
Title evidence (if applicable under Paragraph 8)
Estoppel Fee(s)
Other: _____

(b) Buyer Costs:

Taxes and recording fees on notes and mortgages
Recording fees on the deed and financing statements
Loan expenses
Title evidence (if applicable under Paragraph 8)
Lender's title policy at the simultaneous issue rate
Inspections
Survey
Insurance
Other: _____ Site analysis

(c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, Seller will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and Buyer will pay all other amounts. If special assessments may be paid in installments, ☐ Seller ☒ Buyer (Buyer if left blank) will pay installments due after closing. If Seller is checked, Seller will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

(e) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY

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IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

- (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.
- (g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

11. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103) shall extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this Contract.**

12. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may terminate this Contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification, and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this Contract and receive all payments made by the governmental authority or insurance company, if any.

13. Force Majeure: **Seller** or **Buyer** will not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and **Buyer's** deposit(s) will be returned.

14. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's** failure to timely deliver written notice to **Seller**, when such notice is required by this Contract, regarding any contingency will render that contingency null and void, and this Contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.

15. Complete Agreement; Persons Bound: This Contract is the entire agreement between **Seller** and **Buyer**. Except for brokerage agreements, no prior or present agreements will bind **Seller**, **Buyer**, or Broker unless incorporated into this Contract. Modifications of this Contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "**Broker**" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of **Seller**, **Buyer**, and Broker.

16. Default and Dispute Resolution: This Contract will be construed under Florida law. This Paragraph will survive closing or termination of this Contract.

- (a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this Contract, **Buyer** may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting

Buyer ⁵⁵ () () and Seller () () acknowledge receipt of a copy of this page, which is 5 of 8 pages.

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Simplicity

from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.

- (b) **Buyer Default:** If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this Contract, including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon **Seller** and **Buyer** will be relieved from all further obligations under this Contract; or **Seller**, at **Seller's** option, may proceed in equity to enforce **Seller's** rights under this Contract.

- 17. Attorney's Fees; Costs:** In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

- 18. Escrow Agent; Closing Agent:** **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

- 19. Professional Advice; Broker Liability:** Broker advises **Seller** and **Buyer** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. **Buyer** acknowledges that all representations (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer** agrees to rely solely on **Seller**, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value. **Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this Contract. This Paragraph will survive closing.

- 20. Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

- 21. Brokers:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to closing agent:** **Seller** and **Buyer** direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by **Seller** or listing broker to cooperating brokers.

Joshua E Brown 3029165
Seller's Sales Associate/License No.

Tara Morgan 3362415
Buyer's Sales Associate/License No.

Buyer ^{SS} () and Seller () () acknowledge receipt of a copy of this page, which is 6 of 8 pages.

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329* jbrown@obrealty.com
330 Seller's Sales Associate Email Address
331
332* 8505286385
333 Seller's Sales Associate Phone Number
334
335* Waypoint Properties
336 Listing Brokerage
337
338* 3004 Crawfordville Hwy, Crawfordville, FL 3
339 Listing Brokerage Address

tara@gfaproperty.com
Buyer's Sales Associate Email Address
850-695-1002
Buyer's Sales Associate Phone Number
GF&A Realty
Buyer's Brokerage
Buyer's Brokerage Address

340 22. Addenda: The following additional terms are included in the attached addenda and incorporated into this Contract
341 (Check if applicable)
342* ☐ A. Back-up Contract
343* ☐ B. Kick Out Clause
344* ☐ C. Other

345* 23. Additional Terms: None
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COUNTER-OFFER/REJECTION

362* ☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and
363 deliver a copy of the acceptance to Seller).
364* ☐ Seller rejects Buyer's offer
365 This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before
366 signing.
367* Buyer: Scott Shanley Date: 8/4/2021
368* Print name: Scott Shanley
369* Buyer: _____ Date: _____
370* Print name: _____
371 Buyer's address for purpose of notice:
372* Address: _____
373* Phone: _____ Fax: _____ Email: _____
374* Seller: _____ Date: _____
375* Print name: _____
376* Seller: _____ Date: _____
377* Print name: _____

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Serial: 810748-208162-8834888

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378 **Seller's** address for purpose of notice:

379 * Address: _____

380 * Phone: _____ Fax: _____ Email: _____

381 * **Effective Date:** _____ **(The date on which the last party signed or initialed and delivered the**
382 **final offer or counter offer.)**

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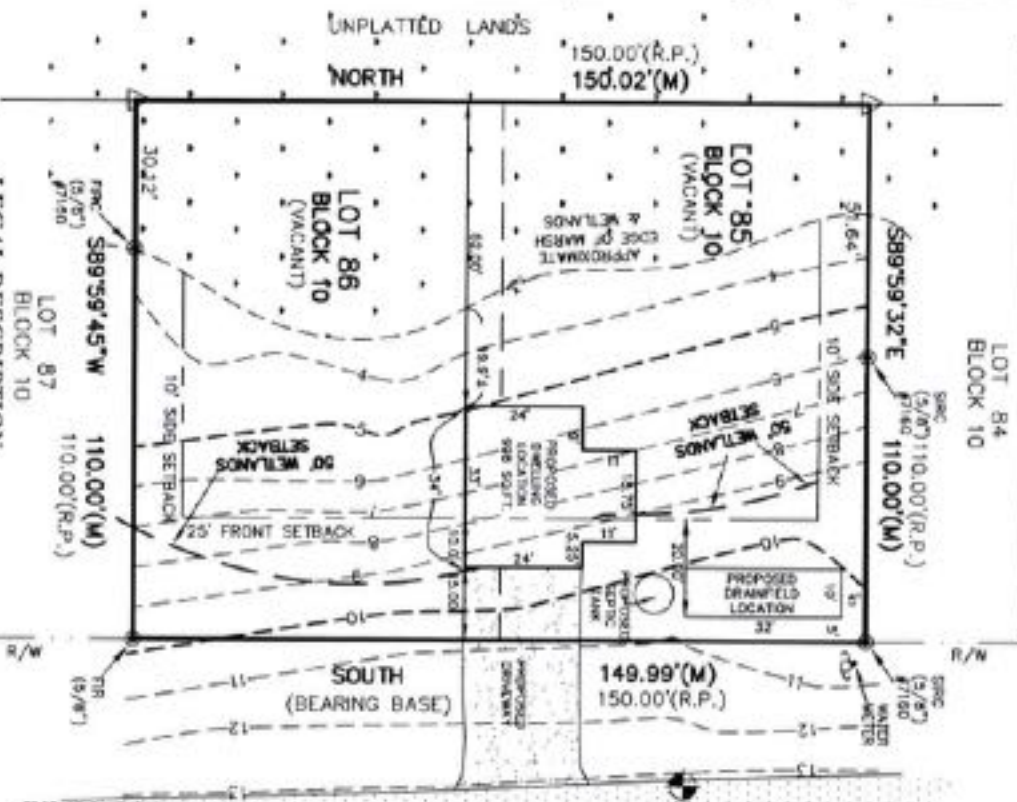
**PLAT OF BOUNDARY & TOPOGRAPHICAL SURVEY CERTIFIED FOR:
SCOTT SHANLEY**

GRAPHIC SCALE



SETBACK ENCHROACHMENT:
DWELLING FRONT= 10 FEET
SIDE= 0 FEET
WETLANDS= 34 FEET

SEPTIC TANK
FRONT= 20 FEET
SIDE= 5 FEET
WETLANDS= 0 FEET



LEGEND

M MEASURED
R.P. RECORD PLAT
FIP FOUND IRON PIPE
FIRC FOUND IRON ROD
& CAP
FIR FOUND IRON ROD
SET IRON ROD &
CAP #7160-5/8"
R/W RIGHT OF WAY
NOT TO SCALE
POINT NOT SET
OR FOUND

SITE BENCHMARK:
NAIL & CAP # 7160
SET IN ASPHALT
@ ELEVATION 13.24'
NAVD 1988

LEGAL DESCRIPTION:

Lot 85 and 86, Block "10" of UNIT ONE OF SOUTHERN DUNES,
a subdivision as per map or plat thereof recorded in Plat Book 2,
Page 224 of the Public Records of Franklin County, Florida.

NOTES:

1. SURVEY SOURCE: Record plat and a field survey performed by the undersigned surveyor.
2. BEARING REFERENCE: Westerly right of way boundary of BALD POINT ROAD
having an assumed bearing of South.
3. NO IMPROVEMENTS have been located in this survey other than shown hereon.
4. There are NO VISIBLE ENCHROACHMENTS other than those shown hereon.
5. This survey is dependent upon EXISTING MONUMENTATION.
6. Not void without the signature and the original red wax seal of
a Florida licensed surveyor and mapper.
7. FLOOD ZONES and SETBACKS depicted hereon are not to be
used for construction permitting purposes. All FLOOD ZONES
and SETBACKS should be verified by the appropriate County
Departments.
8. ELEVATIONS depicted hereon were established using NAVD 1988 datum.

FLOOD ZONE INFORMATION:

Subject property is located in Zone "AE (EL 15)" as per
Flood Insurance Rate Map Community Panel No: 120088
0315F, index date: February 5, 2014, Franklin County, Florida.

The undersigned surveyor has not been provided a current title
copy or abstract of matters affecting title or boundary to the
property surveyed. It is possible there are deeds of record,
plats, maps, easements or other instruments which could affect
the boundaries shown on this plat.

Surveyor and Mapper
Scott Shanley
Florida Certificate No. 4201

TR & A	Thomas Roddenberry & Associates, Inc.
PROFESSIONAL SURVEYORS AND MAPPERS	
700 EASTERN AVENUE, SUITE 100	
DAVIE, FLORIDA 33428	
PHONE: (904) 844-1111	FAX: (904) 844-1111
DATE: 06/27/21	DRAWN BY: BB
DATE OF LAST FIELD WORK: 06/24/21	CHECKED BY:
FILE: 2023-010	COUNTY: FRANKLIN
	DSS NUMBER: 21-083



ADVISORY BOARD OF ADJUSTMENT APPLICATION

FRANKLIN COUNTY BUILDING DEPARTMENT

34 Forbes Street, Suite 1, Apalachicola, Florida 32320

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

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

ADVISORY BOARD OF ADJUSTMENT APPLICATION

PROPERTY OWNER'S NAME: Charles and Leslie Redding

MAILING ADDRESS: 2008 Dogwood Hill

City/State/Zip: Tallahassee, FL 32308

PHONE #: 850.556.9631

CELL #:

EMAIL: credding2008@gmail.com

AGENT'S NAME:

MAILING ADDRESS:

City/State/Zip:

PHONE #:

CELL #:

EMAIL:

PROPERTY DESCRIPTION: 911 Address: 4198 St. Teresa Ave.

Lot/s: 3 & 4

Block: "A"

Subdivision: Cochran Beach

Unit: 1

Parcel Identification #: 30-06S-02W-2070-000A-0030/30-06S-02W-0000-0330-0020

JURISDICTION: ☒ Franklin County

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

LEGAL DESCRIPTION OF THE PROPERTY: (MUST ATTACH LEGAL DESCRIPTION)

DESCRIPTION OF REQUEST: Reduce the required setback from 25' to 10' adjacent to St. Teresa Ave. Right-of-Way.

See the attached narrative.

ADVISORY BOARD OF ADJUSTMENT DATE:

RECOMMENDED APPROVAL: ☐ **RECOMMENDED DENIAL:** ☐ **RECOMMENDED TO TABLE:** ☐

CONDITIONS:

BOARD OF COUNTY COMMISSION MEETING DATE:

APPROVED:

DENIED:

TABLED:

CONDITIONS:

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

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

**THIS VARIANCE REQUEST WILL EXPIRE ONE YEAR FROM DATE OF APPROVAL
BY THE FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONER.**

REVIEW OF THE BOARD OF ADJUSTMENT APPLICATIONS
AUGUST 2020

Consideration of a request to construct an addition 15 feet into the front setback off of St. Teresa Avenue. Property described as Lots 3-4, Block A, Cochran Beach, Unit 1, 4198 St. Teresa Avenue, St. Teresa, Franklin County, Florida. Request submitted by Charles and Leslie Redding, applicants.

St. Teresa Avenue is a 40' wide right-of-way in this subdivision. It is not constructed in this area of St. Teresa and probably will not ever be constructed. The only thing that appears to be located in the right-of-way is the electric distribution line. Three of the neighbors, Randy and Cindy Briley, 4194 St. Teresa Ave.; Jeannine McGinn, 4203 St. Teresa Av.; and Lewis Cole Cochran, 4200 St. Teresa Ave., have written letters stating they do not object to the variance.

I find that special condition and circumstances exist which are peculiar to the land, involved and which are not applicable to other lands in the same zoning district, and

the special conditions and circumstances are not the result of an action by the applicant, and

that granting the variance requested will not confer on the applicant any special privilege that is denied by the Franklin County Zoning Ordinance to other lands in the same zoning district, and

that literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this ordinance and would work unnecessary and undue hardship on the applicant, and

that the variance granted is the minimum variance that will make possible the reasonable use of the land, and

that the grant of the variance will be in harmony with the general intent and purpose of this ordinance and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

I recommend approving this variance request.



Mark C. Curennton
County Planner
July 21, 2020

Charley and Leslie Redding
4198 St. Teresa Ave

Setback Variance Request

- Reduce the required setback along St. Teresa Ave. Right-of-Way (40') from 25' to a 10' setback, matching the existing side setbacks.
- The existing house was built in 1932 with only two (2) bedrooms. The proposed construction will add a Master Bedroom/Bath addition (see attached sketch)
- The north side (Tract #3) and the south side Lots 3 and 4) of St. Teresa Ave. are owned by the Redding's. This section is not paved or developed (see attached aerial) but electric lines are located within the ROW. St. Teresa ROW has been abandoned east of the Cochran lots.
- Briley, Rudd, Costa and STB Church share a common access to US 98 from the St. Teresa Beach Church driveway and don't need or use that portion of St. Teresa Ave. adjacent to our property.
- Cochran and Knox share a driveway to US 98 and don't need or use that portion of St. Teresa Ave. adjacent to our property
- The adjoining lot owners (Briley, McGinn and Cochran) have acknowledged and consented to this request (refer to attached letters)

6/23/20



Overview



Legend

-  Parcels
-  Roads
-  City Labels

Parcel ID	30-06S-02W-2070-000A-0030	Alternate ID	02W06S302070000A0030	Owner Address	REDDING CHARLES R III
Sec/Twp/Rng	30-6S-2W	Class	SINGLE FAM		REDDING LESLIE S AS TRUSTEES
Property Address	4198 ST TERESA AVE	Acreage	0.459		2008 DOGWOOD HILL
					TALLAHASSEE, FL 32308

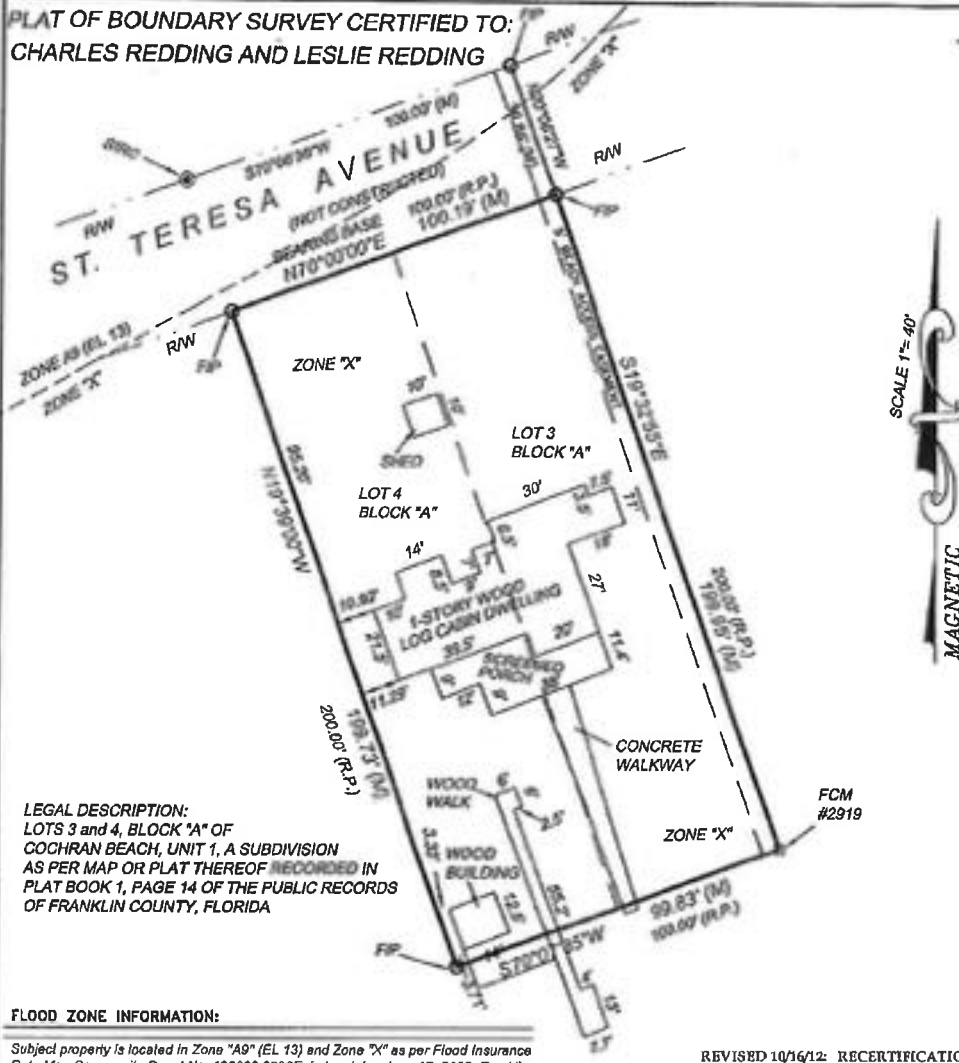
District 1
Brief Tax Description BL A

(Note: Not to be used on legal documents)

Date created: 10/26/2021
 Last Data Uploaded: 10/26/2021 7:49:00 AM

Developed by  **Schneider**
 GEOSPATIAL

**PLAT OF BOUNDARY SURVEY CERTIFIED TO:
CHARLES REDDING AND LESLIE REDDING**



NOTES:

1. **SURVEY SOURCE:** Record deeds, special instructions as per client, and a field survey performed by the undersigned surveyor.
2. **BEARING REFERENCE:** The Southeastly right-of-way boundary of St. Teresa Avenue being North 70 degrees 00 minutes 00 seconds East per record deed.
3. **NO IMPROVEMENTS** have been located in this survey other than shown hereon.
4. There are **NO VISIBLE ENCROACHMENTS** other than those shown hereon.
5. This survey is dependent upon **EXISTING MONUMENTATION**.
6. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
7. See attached sheet for legal description.

LEGEND

FIRC	FOUND IRON ROD & CAP
FCM	FOUND CONCRETE MONUMENT
RW	RIGHT-OF-WAY
M	MEASURED
FIP	FOUND IRON PIPE

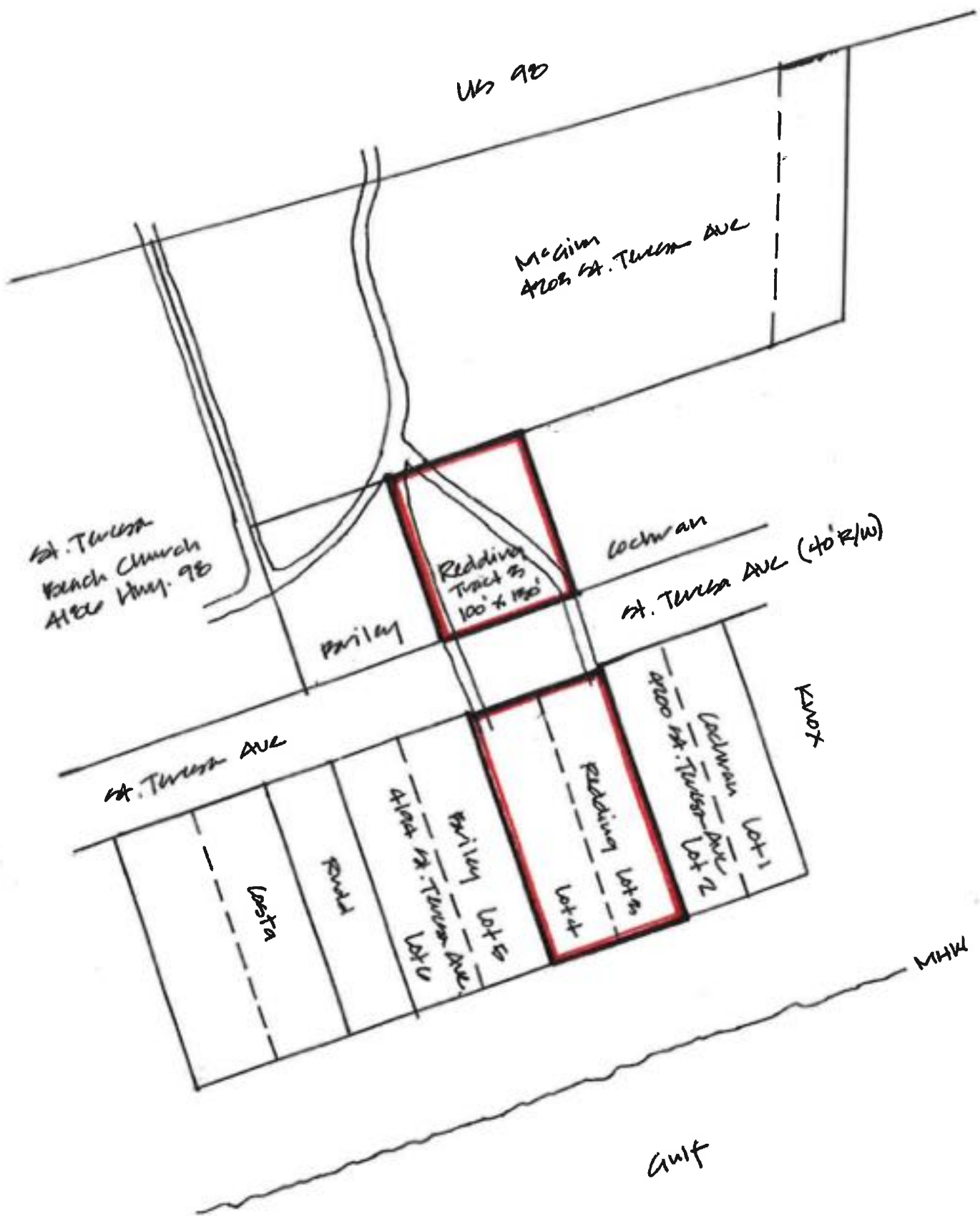
I hereby certify that this is a true and correct representation of the property shown hereon and that this survey meets the minimum technical standards for land surveying (Chapter 61G17-5, Florida Administrative Code).

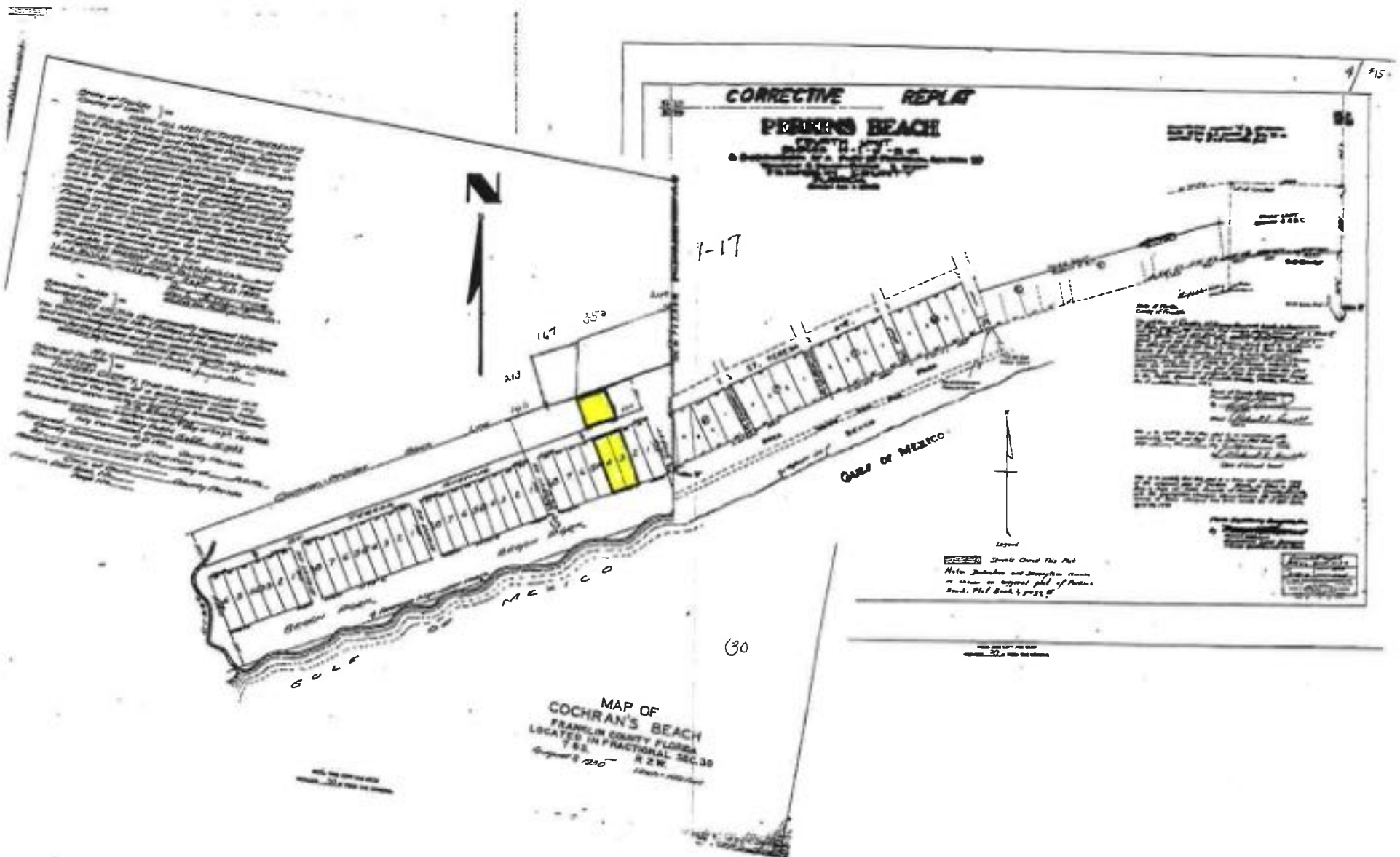
The undersigned surveyor has not been provided a current title opinion or abstract of matters affecting title of boundary of the subject property. It is possible there are deeds, mortgages, unrecorded deeds, easements or other instruments which could affect the boundaries.

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



TR & A			
THURMAN RODDENBERRY & ASSOCIATES, INC			
PROFESSIONAL SURVEYORS AND MAPPERS			
P.O. BOX 300 • 125 SHREDON STREET • SOPCHOPPY, FLORIDA 32358			
PHONE NUMBER: 850-462-1100		FAX NUMBER: 850-462-1100	
DATE: 8/01/02		DRAWN BY: TR	
FILE: 02428.DWG		DATE OF LAST FIELD WORK: 3/13/12	
SHEET: 348 Pg 43		COUNTY: Franklin	
JOB NUMBER: 02-428			



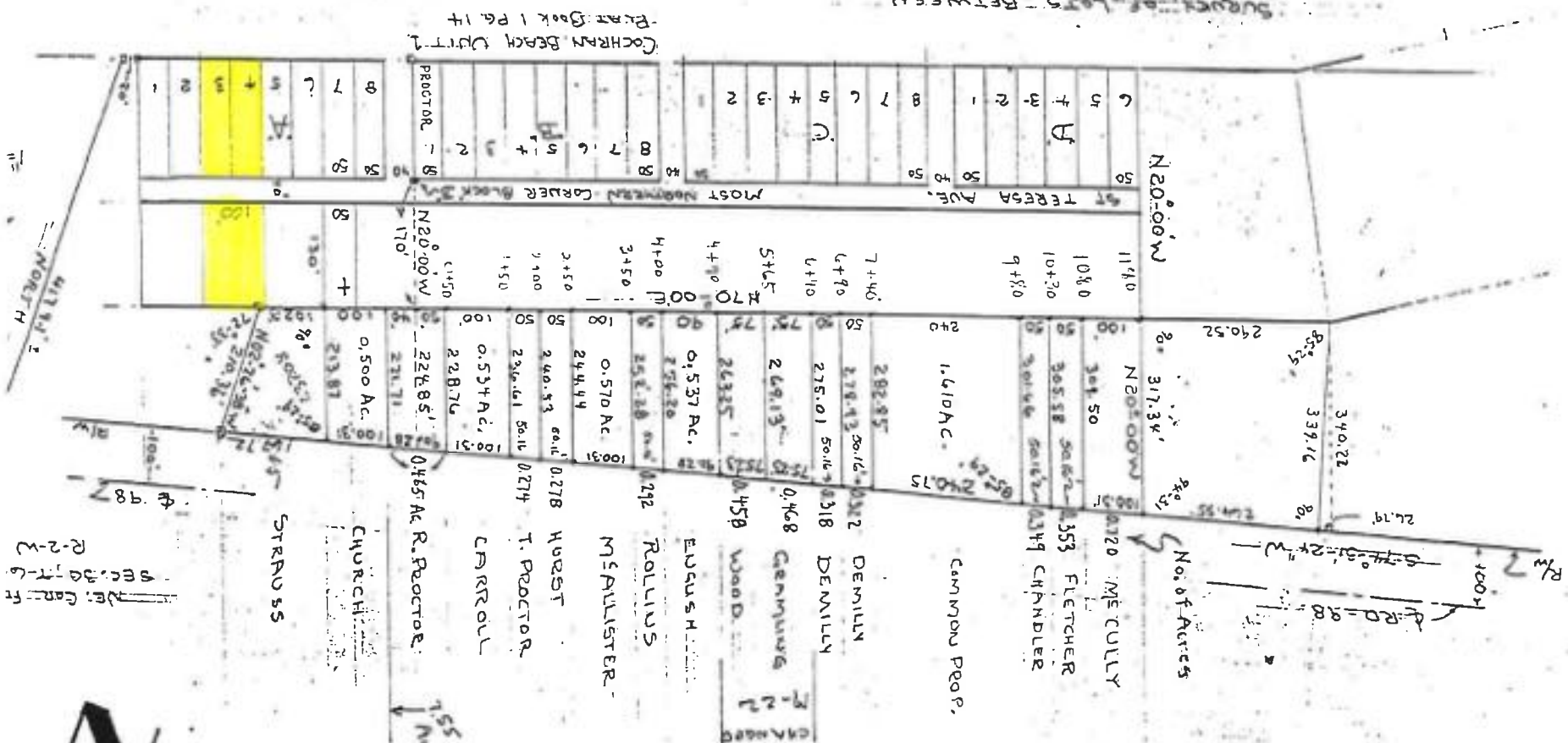


LEGAL DESCRIPTIONS ATTACHED:
SHEET 3

SURVEY OF LOT 5 BETWEEN
COCHRAN BEACH UNIT 1 AND
STATE RD 98, FRANKLIN
COUNTY, FLORIDA.

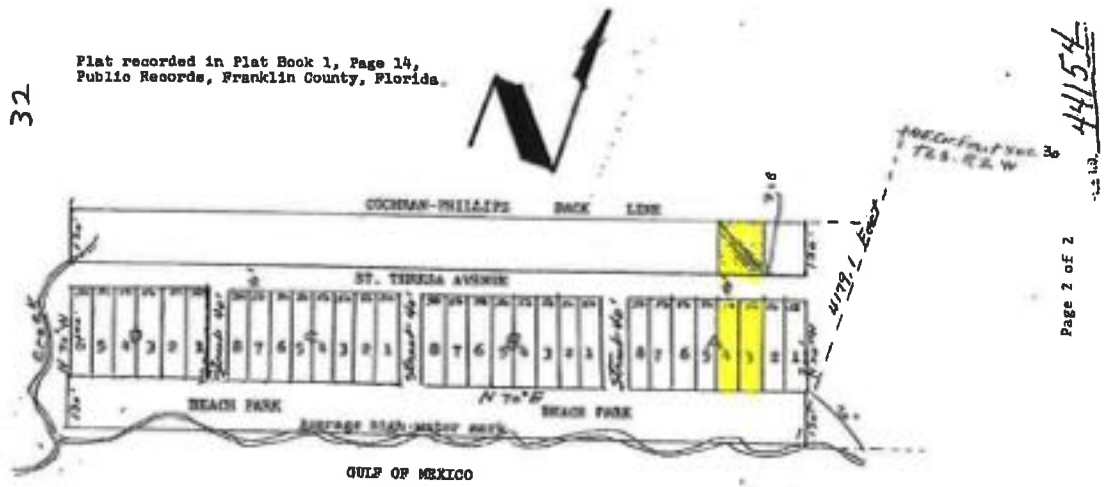


By: *Blair M. Moore*
March 20 1979



32

Flat recorded in Plat Book 1, Page 14,
Public Records, Franklin County, Florida.



Page 2 of 2

44154

MAP OF
COCHRAN'S BEACH
Franklin County, Florida
Located in Fractional Sec. 30
T 6 S. R 2 W.
August 5, 1930 1/4 inch=50 f

Redding Lots

Write a description for your map

Legend

Feature 1





Looking South at Existing House



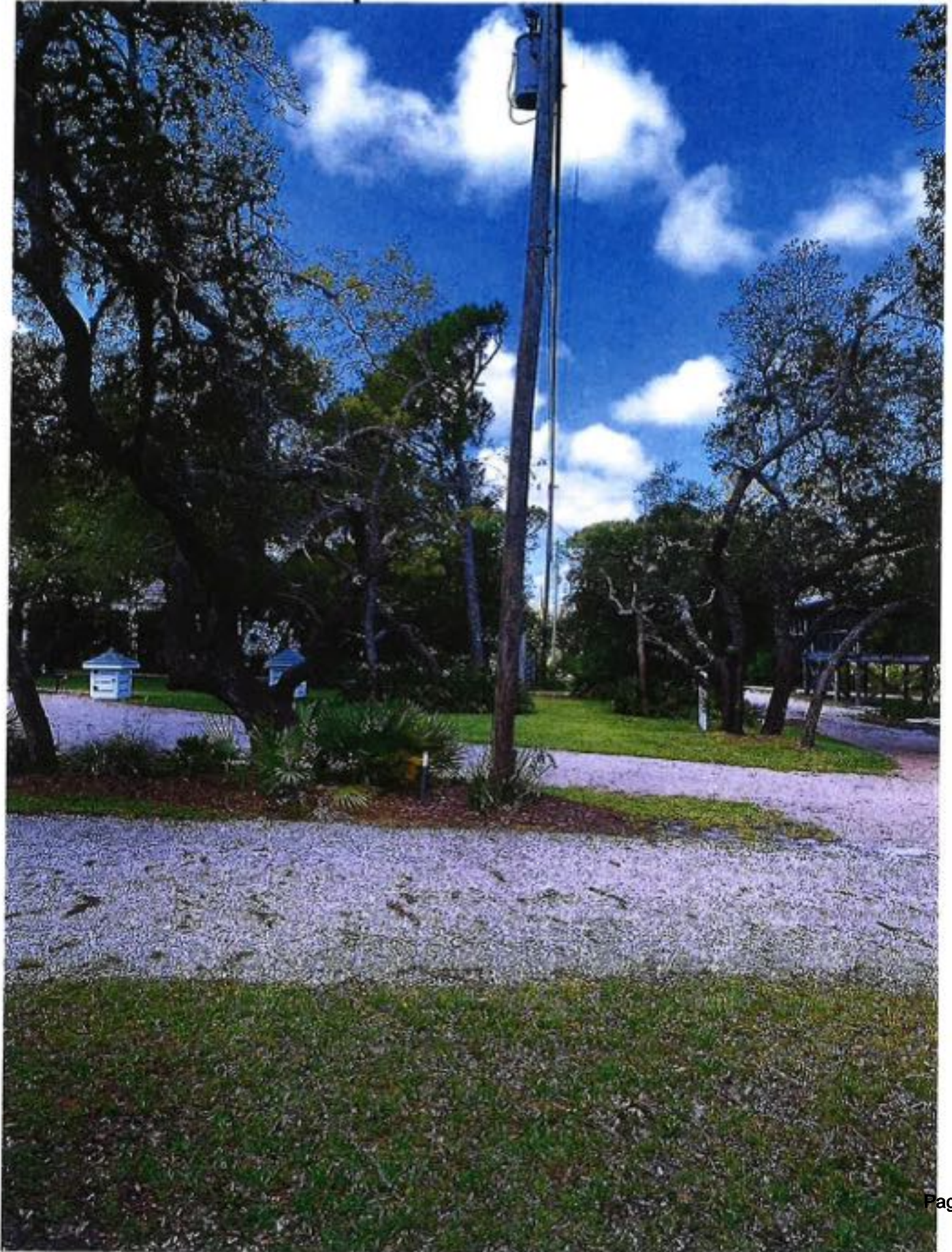
St. Teresa Ave ROW

Looking North toward US9B



St. Teresa Ave Row

Looking West, only Electric Lines



St. Teresa ROW

Looking East, same Electric Lines



St. Teresa Ave ROW

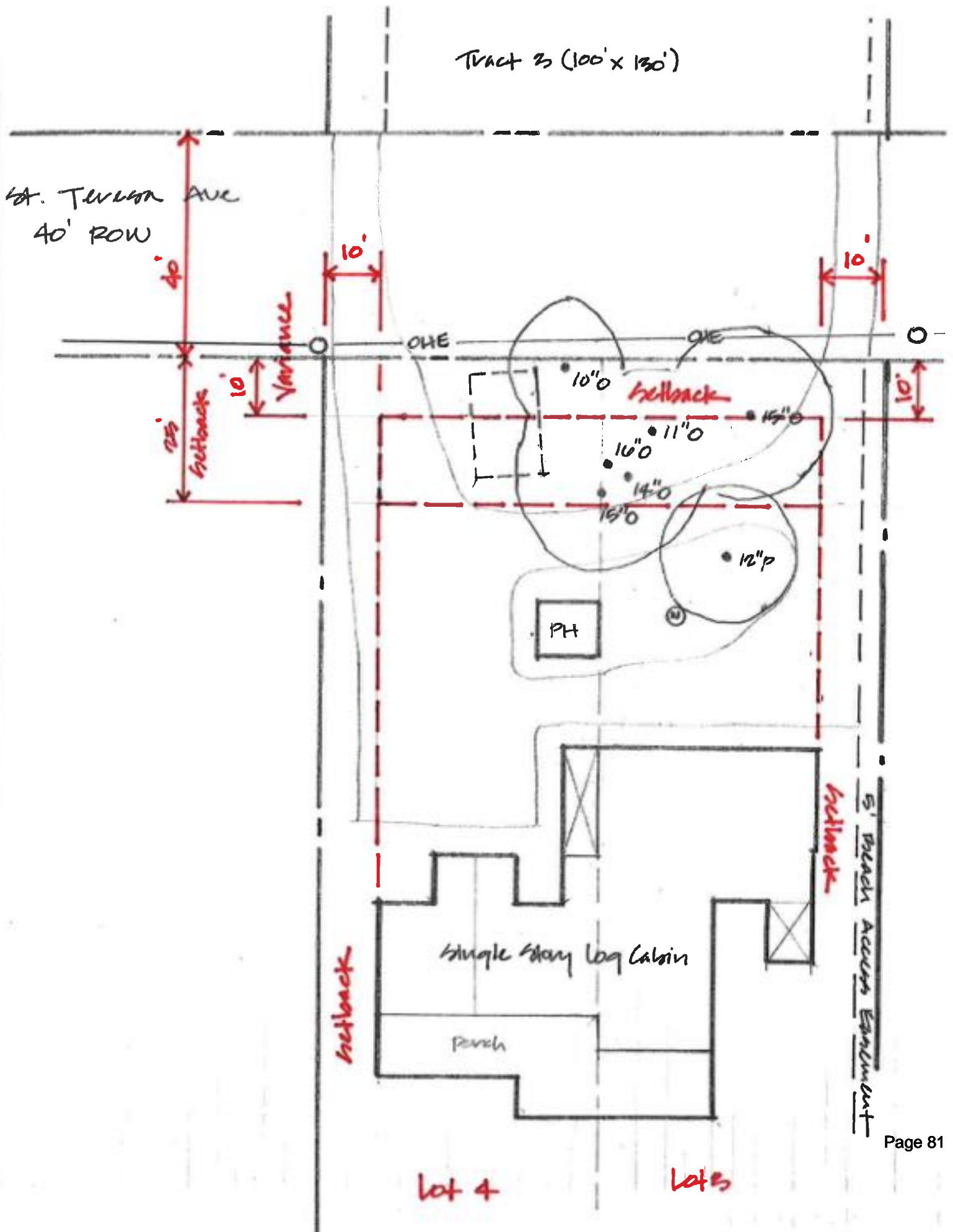
4198 Driveway from US 98



St. Teresa Ave ROW

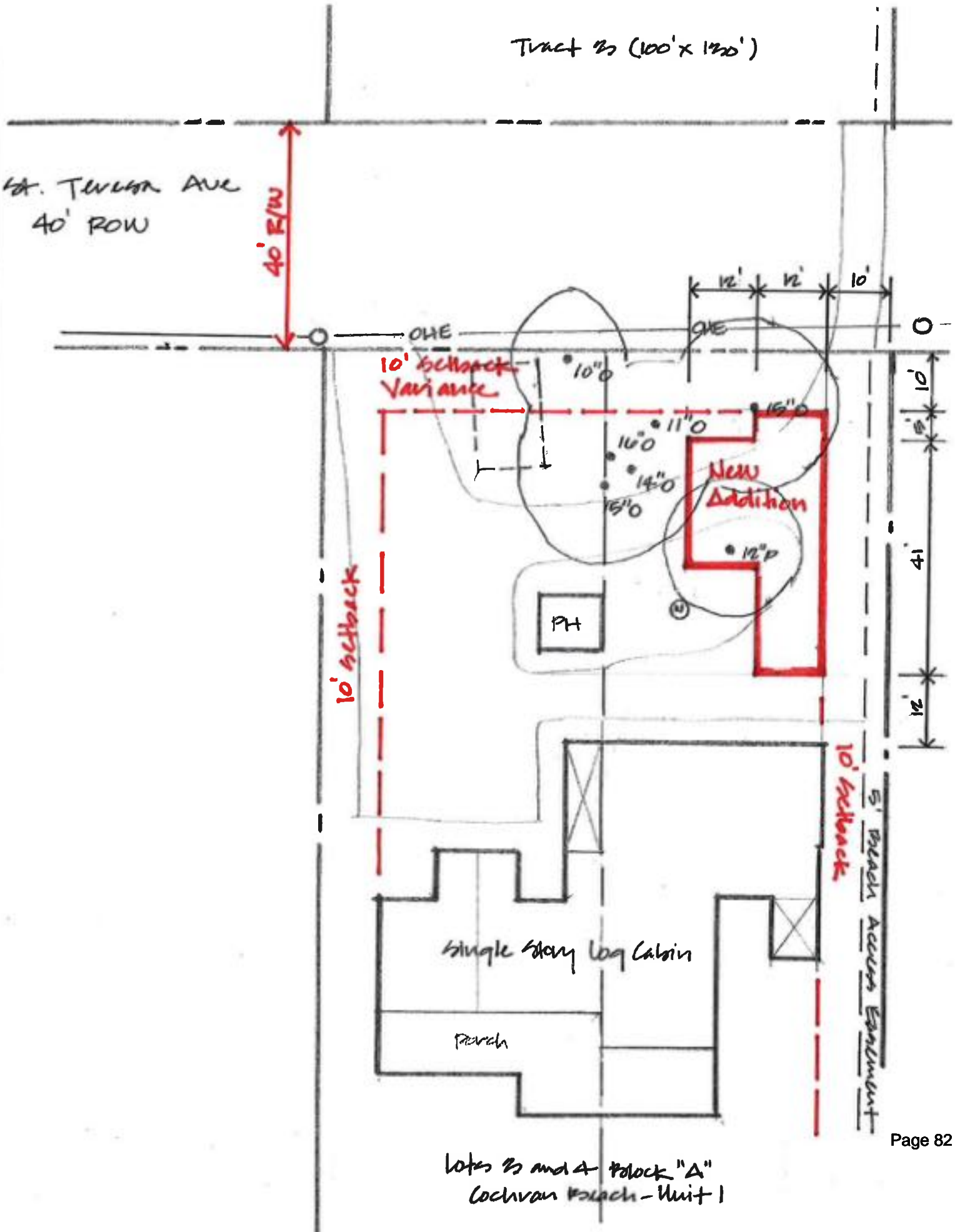
Tract 3 (100' x 130')

St. Tuller Ave
40' ROW



Tract 22 (100' x 120')

Sta. Tupper Ave
40' ROW



Lots 22 and 4 Block "A"
Cochran Ranch - Unit 1

June 11, 2020

Franklin Co. Planning & Building
34 Forbes St, Suite 1
Apalachicola, FL 32320

Attn: Mark Curenton
Franklin Co. Planner

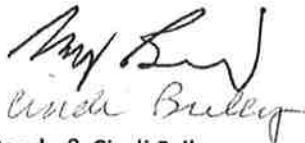
Ref: Charley & Leslie Redding
4198 St. Teresa Ave.
Setback Variance Application

Dear Mr. Curenton,

Our St. Teresa Beach House is adjacent to the Redding's and they have discussed building a Master Bedroom behind their main house. We fully support reducing the required 25' setback to a 10' setback from St. Teresa Ave.

If you have questions, please let us know.

Thanks,

A handwritten signature in black ink, appearing to read "Randy & Cindi Briley". The signature is stylized and cursive.

Randy & Cindi Briley
4194 St. Teresa Ave.
850 545 4142

June 11, 2020

Franklin Co. Planning & Building
34 Forbes St, Suite 1
Apalachicola, FL 32320

Attn: Mark Curenton
Franklin Co. Planner

**Ref: Charley & Leslie Redding
4198 St. Teresa Ave.
Setback Variance Application**

Dear Mr. Curenton,

My St. Teresa Beach House is adjacent to the Redding's and they have discussed building a Master Bedroom behind their main house. I fully support reducing the required 25' setback to a 10' setback from St. Teresa Ave.

If you have questions, please let me know.

Thanks,

Jeannine McGinn
4203 St. Teresa Ave.

32358
Jeannine McGinn
904-501-3444

June 12, 2020

Franklin Co. Planning & Building
34 Forbes St, Suite 1
Apalachicola, FL 32320

Attn: Mark Curenton
Franklin Co. Planner

**Ref: Charley & Leslie Redding
4198 St. Teresa Ave.
Setback Variance Application**

Dear Mr. Curenton,

Our Family Home at St. Teresa Beach House is next door to the Redding's. We're aware that they want to build a Master Bedroom behind their main house. We fully support reducing the required 25' setback to a 10' setback from St. Teresa Ave.

If you have questions, please let us know.

Thanks,

Cole Cochran
4200 St. Teresa Ave.

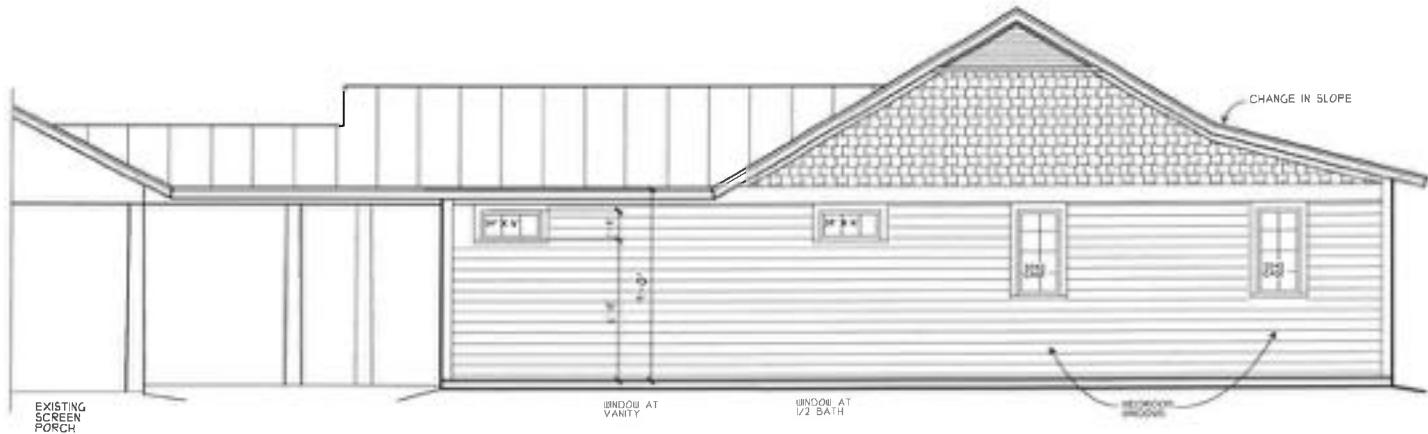
Faye Woolf
4200 St. Teresa Ave.



NORTH ELEVATION
SCALE: 1/4"=1'-0"



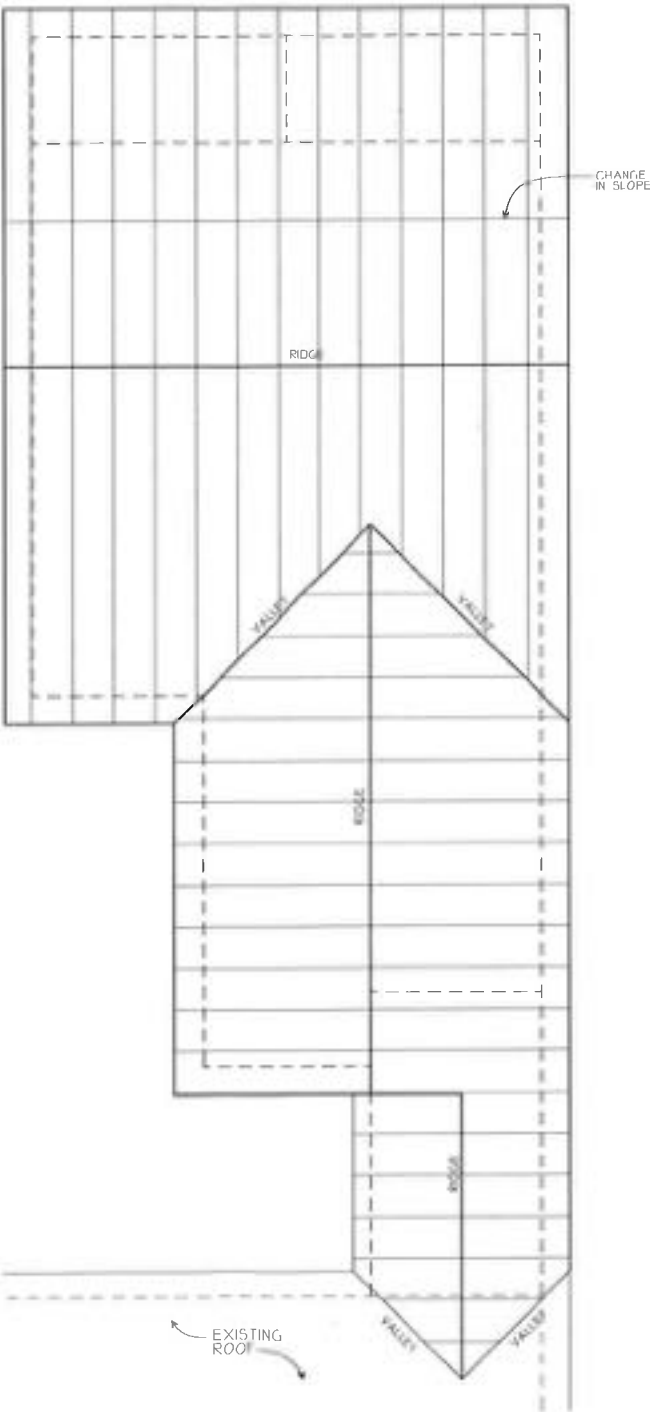
SOUTH ELEVATION
SCALE: 1/4"=1'-0"



EAST ELEVATION
SCALE: 1/4"=1'-0"

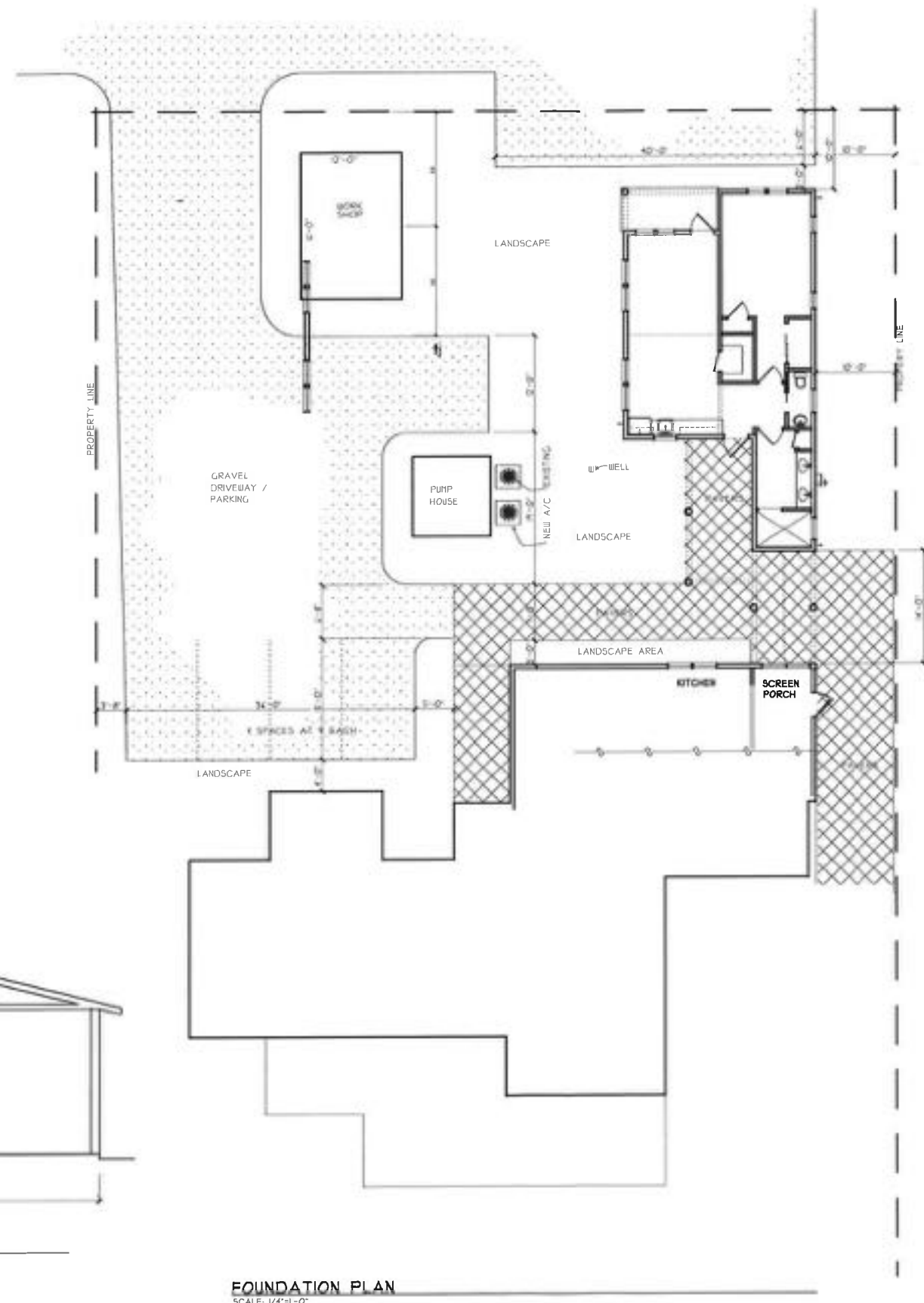
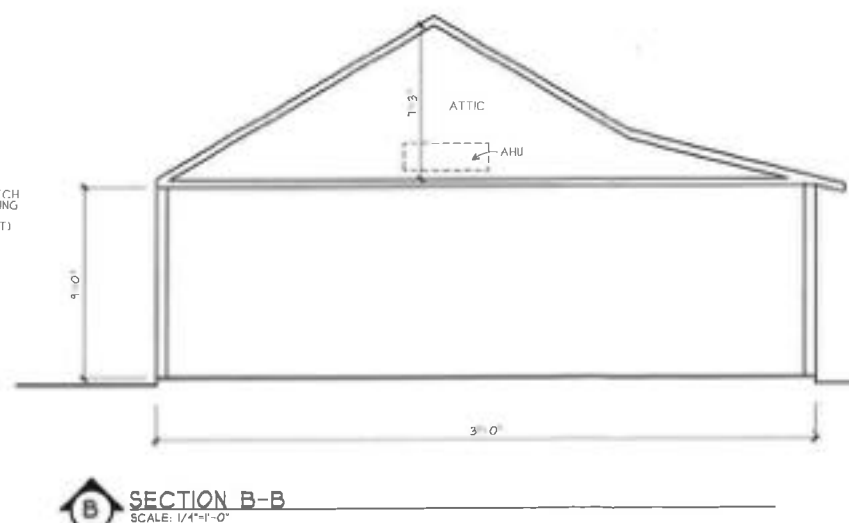
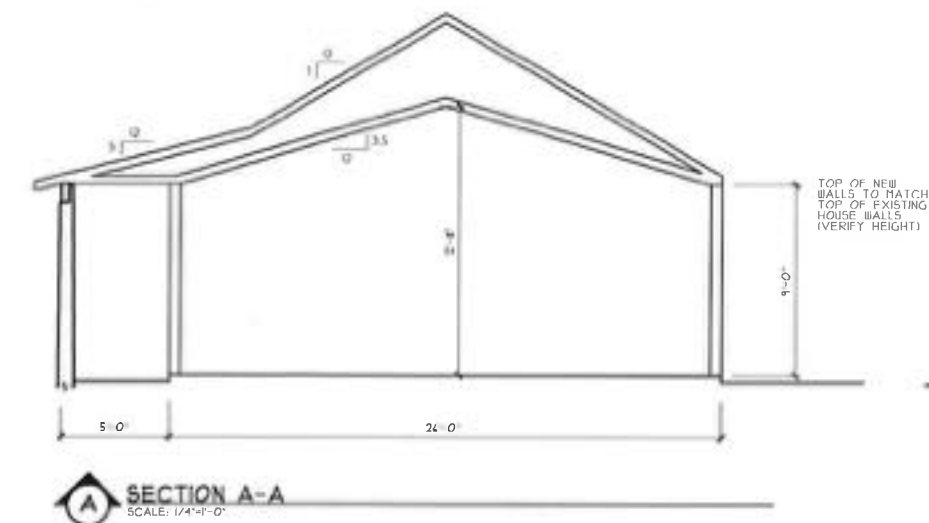
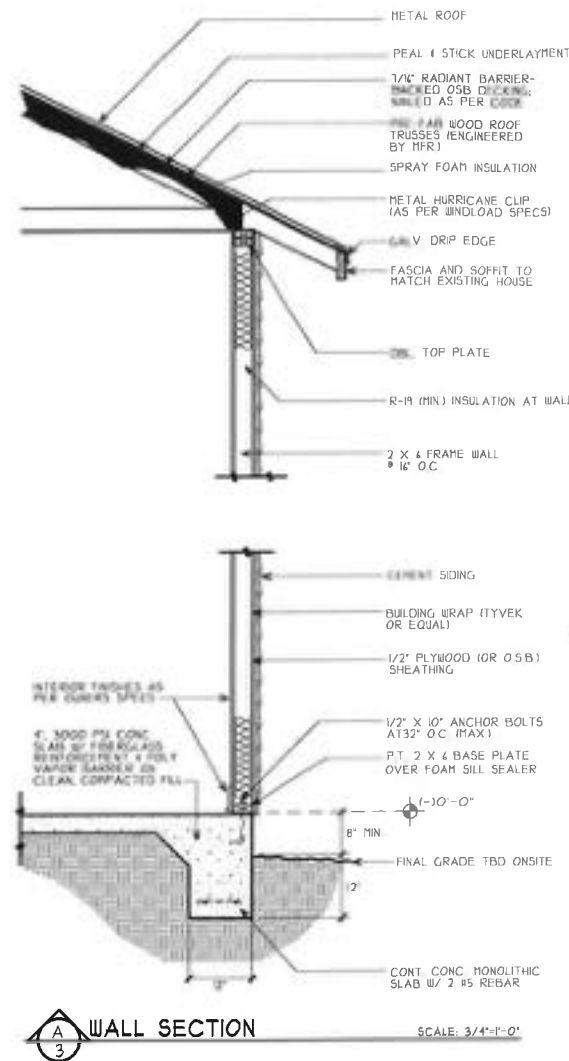
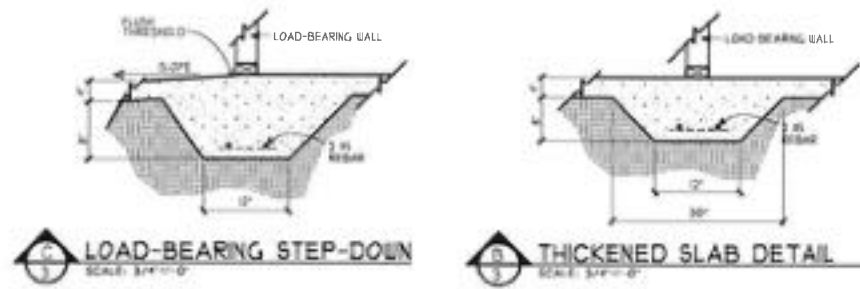
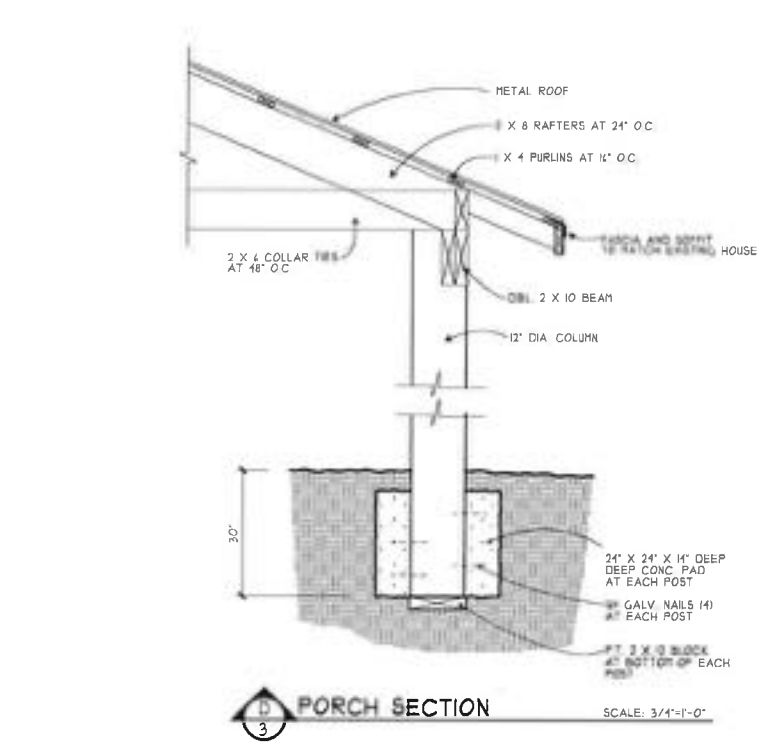


WEST ELEVATION
SCALE: 1/4"=1'-0"



ROOF PLAN
SCALE: 1/4"=1'-0"

PRELIMINARY PLAN (not for construction)



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

34 Forbes Street, Suite 1, Apalachicola, Florida 32320

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

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

PERMIT # _____

FEE: \$ _____

C.S.J. : \$ _____

TOTAL: \$ _____

NOTE TO APPLICANTS AND PERMIT HOLDERS:

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

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

Property Owner/s: Ryan Lawson

Contact Information: Home #: 850-528-7121

Cell #: 850-528-7121

Mailing Address: 6274 Pine Fair Way

City/State/Zip: Tallahassee, FL 32309

EMAIL Address: ryan

@teletrical.com

Contractor Name: DAVID KEITH

Business Name: DOCKS 4 LESS

Contact Information: Office #: 850-508-0469

Cell #: 850-508-0469

State License #:

County Registration #:

Mailing Address: 270 BAYWOOD DR.

City/State/Zip: CARRABELLE, FL 32322

EMAIL Address:

@

PROPERTY DESCRIPTION: 911 Address: 19 Carousel Terrace Alligator Point

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

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

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

Date

OWNER (Required)

Date

CONTRACTOR (Required)


Date



Overview



Legend

-  Parcels
-  Roads
-  City Labels

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

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

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

Developed by  **Schneider**
 GEOSPATIAL

FRANKLIN COUNTY DOCK CHECKLIST & FEE SCHEDULE

CHECKLIST:

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



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

FRANKLIN COUNTY BUILDING DEPARTMENT

34 Forbes Street, Suite 1, Apalachicola, Florida 32320

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

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

PERMIT

ORDINANCE

No. 2004-17

Dock Ordinance

DOCK CONSTRUCTION STANDARDS & LIGHTING AFFIDAVIT

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

Property Owner/s: Ryan Larson

Contact Information: Home #: 850-528-7121

Cell #: 850-528-7121

Mailing Address: 6274 Pine Fair Way

City/State/Zip: Tallahassee, FL 32309

EMAIL Address: ryan@selelectrical.com

PROPERTY DESCRIPTION: 911 Address: 19 Carousel Terrace

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

Parcel Identification #: 01-075-02W-1021-0000-0090

JURISDICTION: ☐ Franklin County ☐ City of Carrabelle

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

SITE PLAN & CONSTRUCTION STANDARDS:

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

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

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

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

Ryan Lawson
Contractor/Owner Printed Name:

State of Florida
County of Franklin

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

NOTARY: _____

SEAL:

Printed Name

NOTICE OF COMMENCEMENT

Space Reserved For Recording: _____

PERMIT # _____ PARCEL ID # _____

STATE OF FLORIDA, COUNTY OF FRANKLIN

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

LEGAL DESCRIPTION OF PROPERTY: (Include Street Address)

General Description of Improvements: _____

Owner Information or Lessee Information Contracted For The Improvements:

Name: _____ Phone Number: _____

Address: _____

Owner's Interest In Site Of The Improvement: _____

Name & Address Of Fee Simple Titleholder: _____

(If Different From Owner Listed Above): _____

Contractor's Name: _____ Phone Number: _____

Address: _____

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

Name & Address: _____ Amount: \$ _____

Lender Name: _____ Phone Number: _____

Address: _____

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

NAME: _____

ADDRESS: _____

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

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

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

NOTARY SEAL:

Owner/Agent Signature: _____

Printed Name: Ryan Lawson

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

Notary Signature: _____

Printed Name: _____



APPLICATION FOR DEVELOPMENT

FRANKLIN COUNTY BUILDING DEPARTMENT

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

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

PERMIT # _____

FEE: \$ _____

RADON: \$ _____

TOTAL: \$ _____

NOTE TO APPLICANTS AND PERMIT HOLDERS:

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

CONSTRUCTION MUST COMMENCE WITHIN SIX MONTHS OF THIS DATE:

ISSUANCE DATE: _____ EXPIRES: _____

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

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

Property Owner/s: Ryan Lawson

Contact Information: Home #: 850-528-7121

Cell #: 850-528-7121

Mailing Address: 6274 Pine Fair Way

City/State/Zip: Tallahassee, FL 32309

EMAIL Address: ryan@electrical.com

Contractor Name: DAVID KEITH

Business Name: DOCKS 4 LESS

Contact Information: Office #: 850-508-0469

Cell #: 850-508-0469

State License #: _____

County Registration #: _____

Mailing Address: 270 BAYWOOD DR

City/State/Zip: CARRABELLE, FL 32322

EMAIL Address: _____

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

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

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

JURISDICTION: ☐ Franklin County

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

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

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

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

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

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

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

SEPTIC TANK PERMIT # _____ OR SEWER DISTRICT: _____

WATER DISTRICT: _____ OR PRIVATE WELL: _____

WATER BODY: _____

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

FLOOD ZONE INFORMATION: EFFECTIVE DATE: February 5, 2014

PANEL NUMBER: _____ FIRM ZONE/S: _____

ELEVATION REQUIREMENTS AS PER SURVEY:

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

BUILDING OFFICIAL

DATE

FLOODPLAIN ADMIN.

DATE

OWNER/CONTRACTOR

DATE

SUPPLEMENTAL APPLICATION

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

DEVELOPMENT APPLICATION CHECKLIST

RESIDENTIAL:

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

FORMS REQUIRED IN FLOOD ZONES: (Additional)

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

COMMERCIAL: (Additional to Residential)

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

SUB-CONTRACTOR LIST

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

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

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



FLORIDA DEPARTMENT OF Environmental Protection

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

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Interim Secretary

August 17, 2021

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

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

Dear Mr. Lawson:

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

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

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

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

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

1. Regulatory Review – Verified

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

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

2. Proprietary Review – Not Required

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

3. Federal Review – SPGP – Approved

0405730-001-EE/19 -Seawall

0405730-003-EE/19 – Dock

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

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

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

Additional Information

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

NOTICE OF RIGHTS

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

Petition for Administrative Hearing

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

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

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

Time Period for Filing a Petition

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

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

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

Extension of Time

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

Mediation

Mediation is not available in this proceeding.

FLAWAC Review

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

Judicial Review

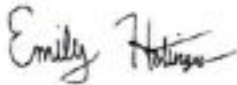
Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S. by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35,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

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

EXECUTION AND CLERKING

Executed in Orlando, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



Emily Hotinger
Environmental Specialist
Submerged Lands and Environmental Resources Program

Attachment(s):

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

CERTIFICATE OF SERVICE

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

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FILING AND ACKNOWLEDGMENT

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


Clerk August 17, 2021
Date

62-330.051 Exempt Activities.

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

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

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

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

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

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

403.813 Permits issued at district centers; exceptions.—

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

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

Special Conditions for Federal Authorizations for SPGP VI-R1

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

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

manner that avoids any unnecessary trimming.

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

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

(1) For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, P.O. Box 4970, Jacksonville, FL, 32232-0019.

(2) For electronic mail: SAJ-RD-Enforcement@usace.army.mil (not to exceed 10 MB). The Permittee shall reference this permit number, SAJ-2015-2575 on all submittals.

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

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

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

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

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

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

a. A pile supported structure

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

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

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

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

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

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

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

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

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

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

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

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

(d) A pile supported structure

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

General Conditions for All Projects:

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

Further Information:

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

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

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

STANDARD MANATEE CONDITIONS FOR IN-WATER WORK
2011

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

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

CAUTION: MANATEE HABITAT

All project vessels

IDLE SPEED / NO WAKE

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

SHUT DOWN

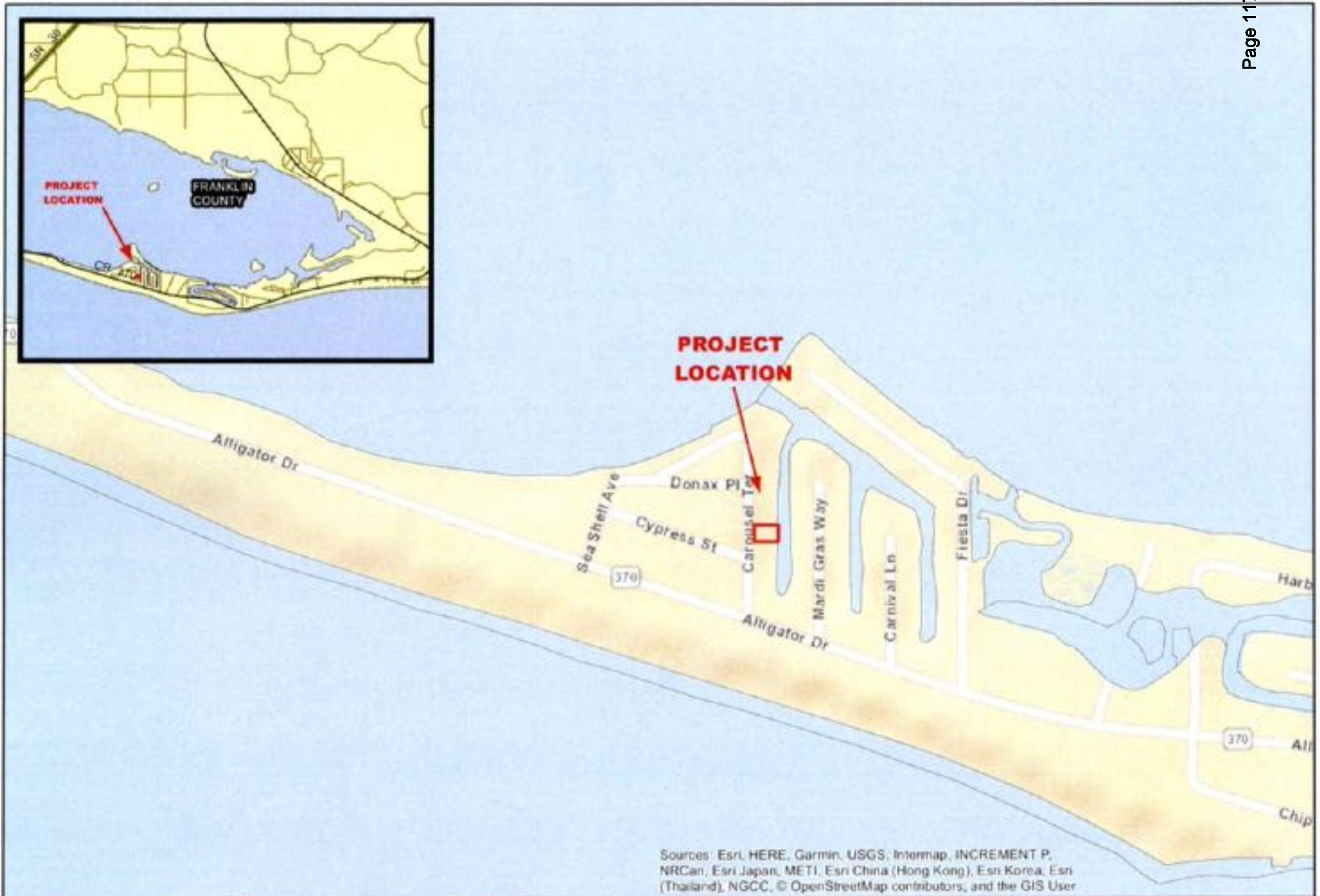
Report any collision with or injury to a manatee:


Wildlife Alert:



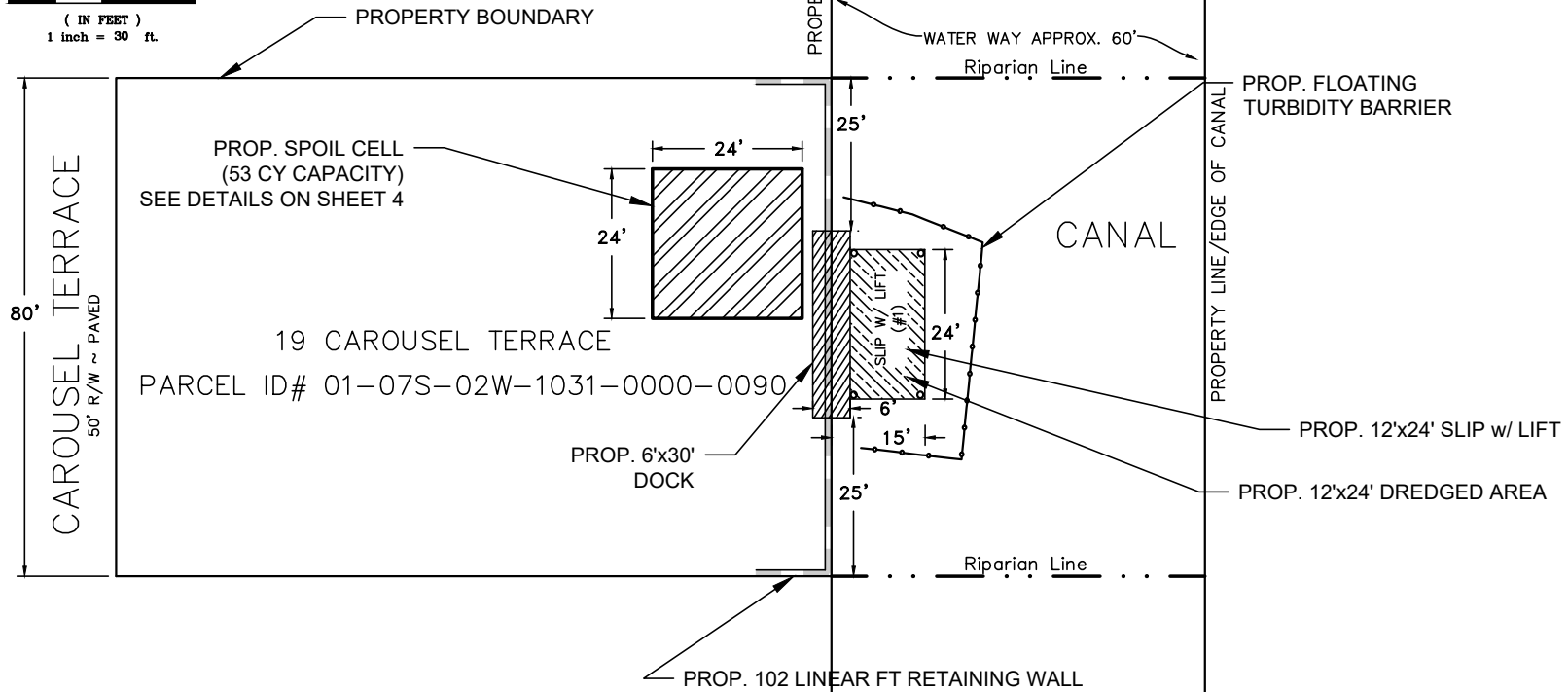
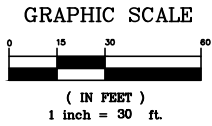
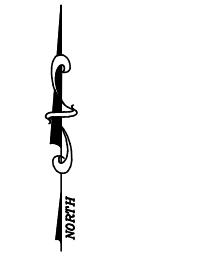
1-888-404-FWCC(3922)

cell *FWC or #FWC



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





PROJECT
LAWSON DOCK

FRANKLIN COUNTY, FL

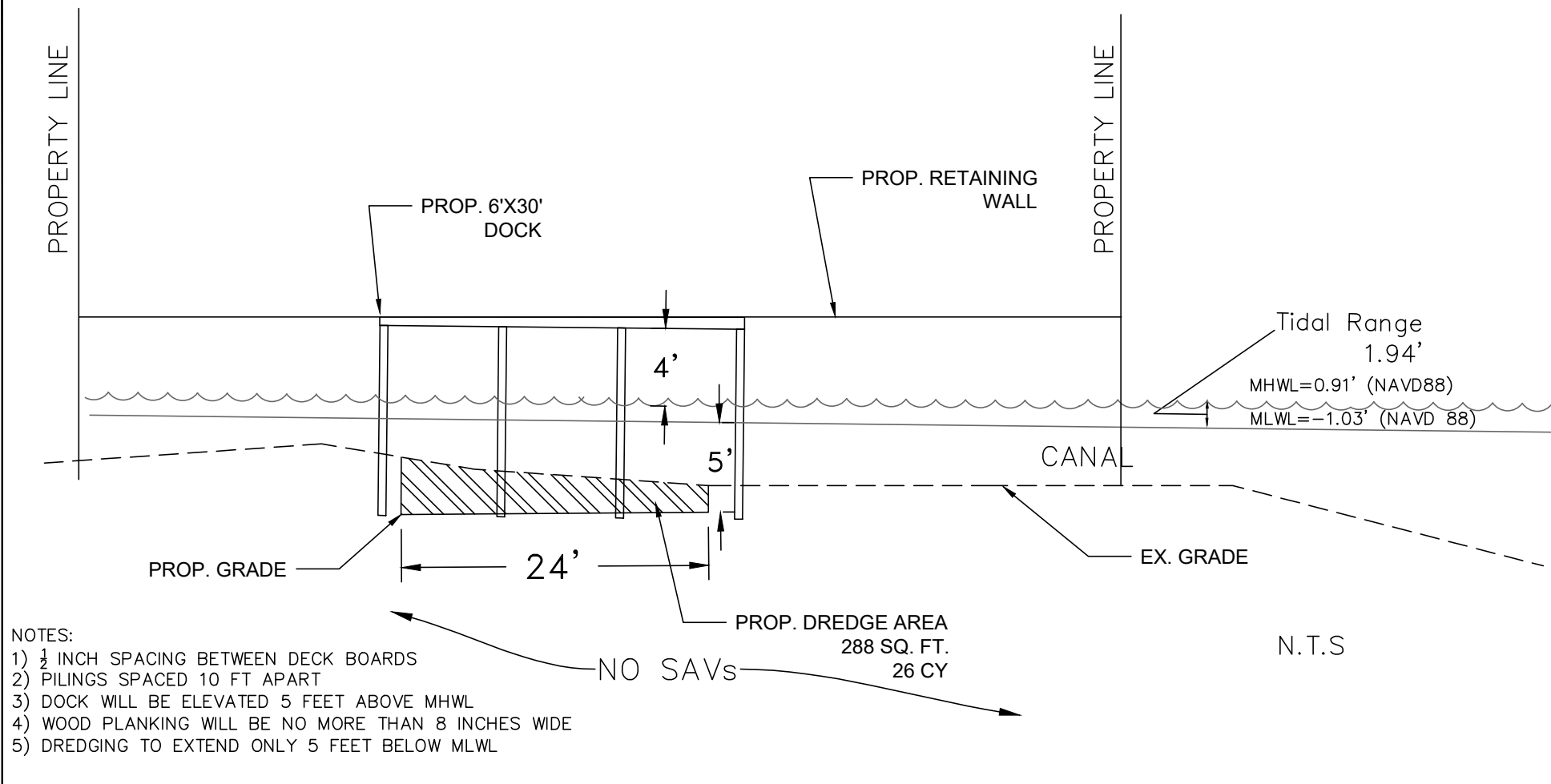
TITLE
PLAN VIEW
PROPOSED CONDITIONS

DATE 10-20-2021	BY: BCW	CHK: EP	PROJ: 21-1902
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PAGE:
1

OF: 4

221-4 DELTA COURT
TALLAHASSEE, FLORIDA 32303
850-385-6255 (VOICE) 850-385-6355 (FAX)



PROJECT
LAWSON DOCK

FRANKLIN COUNTY, FL

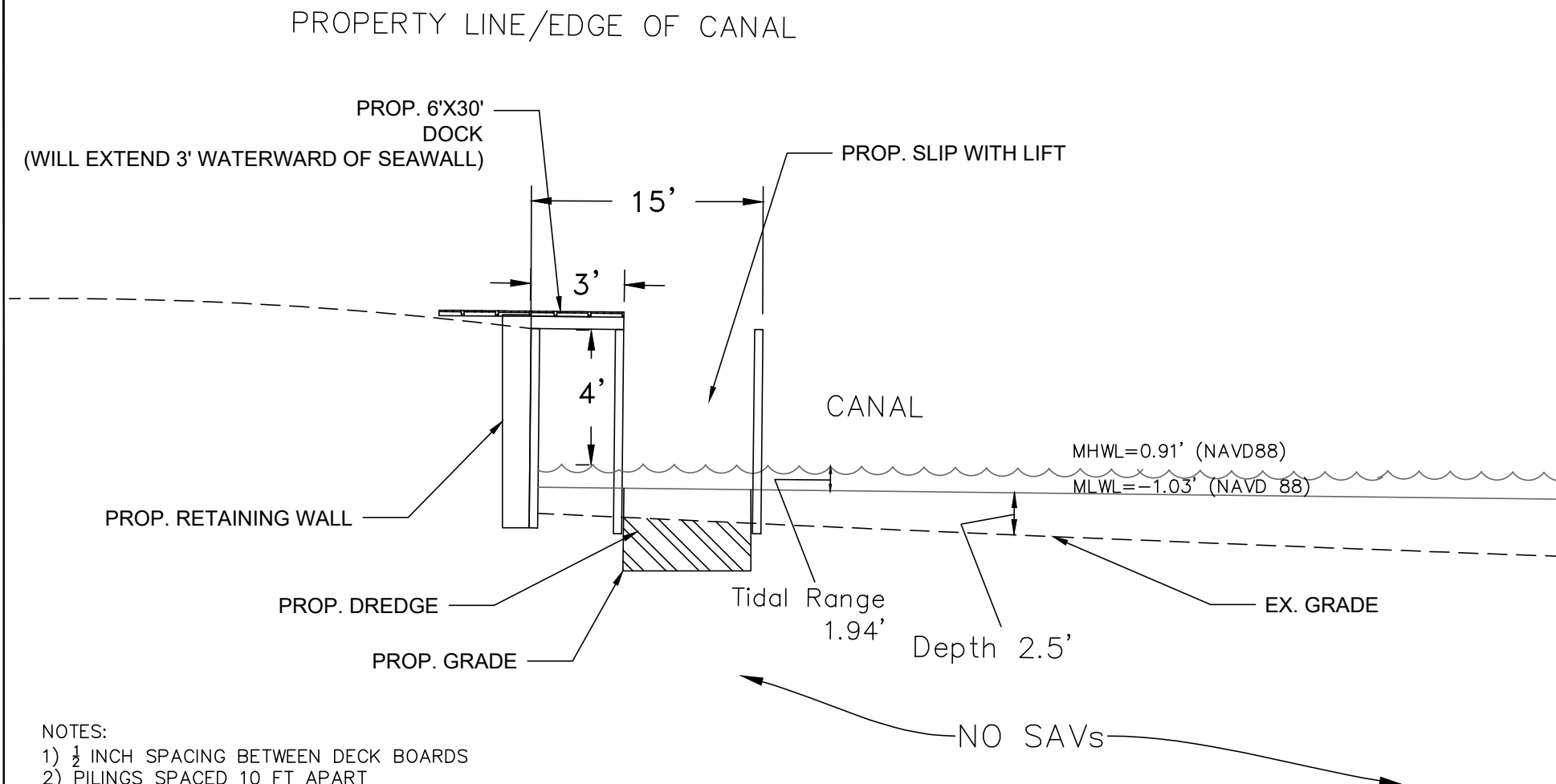
TITLE
**SECTION VIEW
PROPOSED CONDITIONS**

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2

221-4 DELTA COURT
TALLAHASSEE, FLORIDA 32303
850-385-6255 (VOICE) 850-385-6355 (FAX)

DATE 10-20-2021	BY: BCW	CHK: EP	PROJ: 21-1902
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OF: 4



NOTES:

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

N.T.S

PROJECT

LAWSON DOCK

FRANKLIN COUNTY, FL

TITLE

SECTION VIEW
PROPOSED CONDITIONS

DATE 10-20-2021

BY: BCW

CHK: EP

PROJ: 21-1902

PAGE:

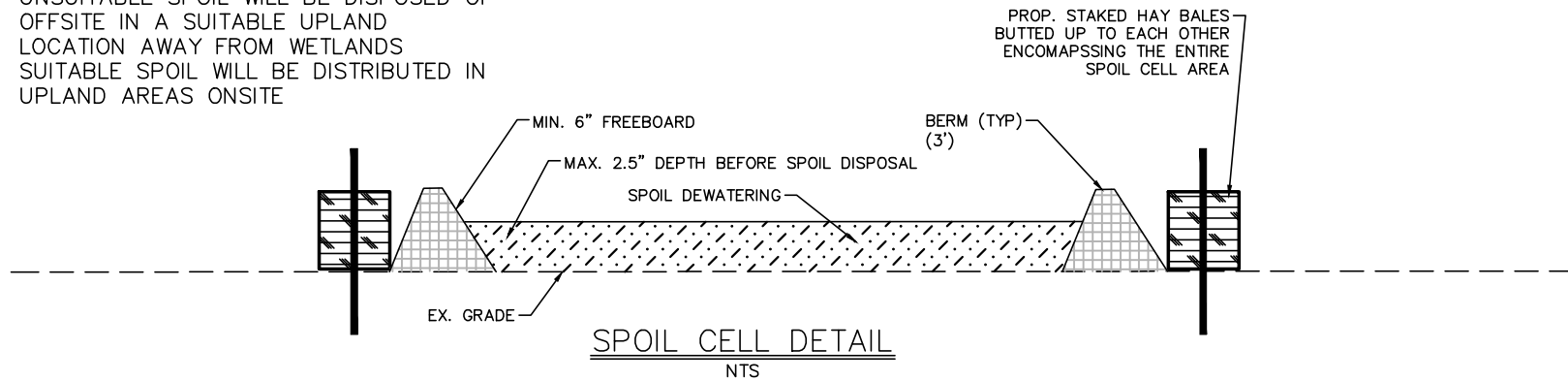
3

OF: 4

221-4 DELTA COURT
TALLAHASSEE, FLORIDA 32303
850-385-6255 (VOICE) 850-385-6355 (FAX)

NOTE:

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



PROJECT

LAWSON DOCK

FRANKLIN COUNTY, FL

TITLE

**DETAIL
PROPOSED CONDITIONS**

DATE 10-20-2021

BY: BCW

CHK: EP

PROJ: 21-1902

PAGE:

4

OF: 4

221-4 DELTA COURT
TALLAHASSEE, FLORIDA 32303
850-385-6255 (VOICE) 850-385-6355 (FAX)

APPLICATION FOR SUBDIVISION SKETCH PLAT APPROVAL

DATE: 9/14/21

PROPOSED SUBDIVISION NAME:

AGENT'S NAME:

ADDRESS:

TELEPHONE NUMBER:

OWNER'S NAME:

ADDRESS:

TELEPHONE NUMBER:

Miller's Landing
Thurman Raddenberry, Surveyor
P.O. Box 100, 125 Sheldon St.,
Seale, AL 36358
(850) 962-2538

Melinda M. Canell & Vicki L. Williams
8393 Inman Dr., Tallahassee, FL 32312
(850) 545-3596

WHAT IS THE RELATIONSHIP OF APPLICANT TO OWNER? None

LOCATION OF PROPOSED SUBDIVISION: Lanark Village, FL

AREA OF PROPOSED SUBDIVISION: Lanark Village, FL 5.98 ACRES: 2.01

CURRENT ZONING: R-1A

CURRENT LAND USE CLASSIFICATION: Residential

CURRENT USE OF THE SITE: Vacant Land

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

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

Agent's Signature

Owner's Signature

TO BE FILLED IN BY PLANNING OFFICIAL

Major or Minor Subdivision: _____

Planning & Zoning Commission Recommendation: _____ Date: _____

Board of County Commissioners Action: _____ Date: _____

Comments: _____

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

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

AND

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




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



Overview



Legend

-  Parcels
-  Roads
-  City Labels

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

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

Developed by  Schneider GEOSPATIAL

BRENDA LAPAZ
MAYOR-COMMISSIONER

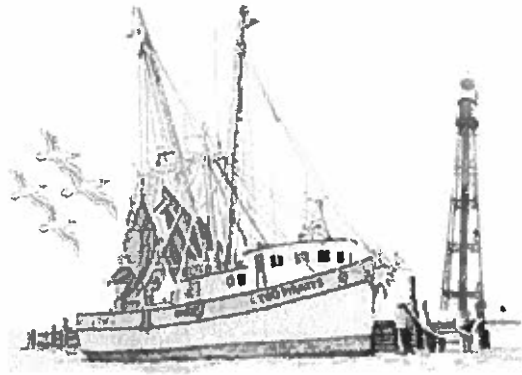
KEITH WALDEN
COMMISSIONER

FRANKLIN MATHES
COMMISSIONER

CALVIN ALLEN
COMMISSIONER

TONY MILLENDER
COMMISSIONER

CITY OF CARRABELLE CARRABELLE, FLORIDA



COURTNEY DEMPSKY
CITY ADMINISTRATOR

KEISHA MESSER
CITY CLERK AND AUDITOR

MIRANDA LITTON
ADMINISTRATIVE
ASSISTANT

DAN HARTMAN
CITY ATTORNEY

1206 HWY 98 EAST
CARRABELLE, FLORIDA 32322
TELEPHONE: 850-697-3618
FAX: 850-697-3156

October 22, 2021

To whom it may concern;

The property located at 2332 HWY 98 E, Carrabelle, Florida has water and sewer available.

If you have any questions please feel free to call 850-697-3618 ext 101.

Thank you,

A handwritten signature in cursive script that reads 'C. Causey'.

Crystal Causey
Water/Sewer Billing Clerk

**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 has received unanticipated revenues in the amount of \$7,875.00 from the STATE OF FLORIDA for the State Housing Initiatives Partnership Program (SHIP), 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:

180.88.559.3125 SHIP ADMINISTRATION \$ 7,875.00

NOW THEREFORE, BE IT RESOLVED, Franklin County Board of County Commissioners appropriates these unanticipated revenues in the amount of \$7,875.00 in the SHIP FUND in order to comply with FS129(2)(d).

THIS RESOLUTION ADOPTED by the Franklin County Board of County Commissioners this 16th day of November 2021.

RICKY JONES, CHAIRMAN

ATTEST:

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 has received unanticipated revenues in the amount of \$169,035.00 from the Florida Housing Finance Corporation for Coronavirus Relief Funding Assistance Grants, 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:

180.89.525.3100	CRF Administration	\$ 15,364.00
180.89.525.8300	CRF Grants	\$153,671.00

NOW THEREFORE, BE IT RESOLVED, Franklin County Board of County Commissioners appropriates these unanticipated revenues in the amount of \$169,035.00 in the SHIP Fund in order to comply with FS129(2)(d).

THIS RESOLUTION ADOPTED by the Franklin County Board of County Commissioners this 16th day of November 2021.

RICKY JONES, CHAIRMAN

ATTEST:

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 has received unanticipated revenues in the amount of \$114,485.00 from the Florida Housing Finance Corporation for Hurricane Housing Recovery Program Funding, 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:

181.88.559.3101	HHRP Administration	\$ 15,833.00
181.88.559.8201	HHRP Aid to Private Citizens	\$ 98,652.00

NOW THEREFORE, BE IT RESOLVED, Franklin County Board of County Commissioners appropriates these unanticipated revenues in the amount of \$114,485.00 in the HHRP Trust Fund in order to comply with FS129(2)(d).

THIS RESOLUTION ADOPTED by the Franklin County Board of County Commissioners this 16th day of November 2021.

RICKY JONES, CHAIRMAN

ATTEST:

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 has received unanticipated loan proceeds in the amount of \$336,038.00 from PeoplesSouth Bank, 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:

130.33.552.6200	Tourist Development Council - Buildings	\$336,038.00
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NOW THEREFORE, BE IT RESOLVED, Franklin County Board of County Commissioners appropriates these unanticipated revenues in the amount of \$336,038 in the TOURIST DEVELOPMENT FUND in order to comply with FS129(2)(d).

THIS RESOLUTION ADOPTED by the Franklin County Board of County Commissioners this 16th day of NOVEMBER 2021.

RICKY D. JONES, CHAIRMAN

ATTEST:

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 \$1,860,477.00 from the U.S. Department of the Treasury for the payment of expenses relative to the CARES Coronavirus Relief Program 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:

001.45.525.3101	EM Disaster Response – Cares Prof. Services	\$ 36,620.00
001.45.525.5201	EM Disaster Response – Cares Operating Supplies	\$533,226.00
001.45.525.6401	EM Disaster Response – Cares Mach. & Equipment	\$498,348.00
001.45.525.8101	EM Disaster Response – Cares Aid to Other Govts.	\$643,757.00
001.45.525.8201	EM Disaster Response – Cares Business Grants	\$148,526.00

NOW THEREFORE, BE IT RESOLVED, Franklin County Board of County Commissioners appropriates these unanticipated revenues in the amount of \$1,860,477.00 in the GENERAL FUND in order to comply with FS129(2)(d).

THIS RESOLUTION ADOPTED by the Franklin County Board of County Commissioners this 16th day of NOVEMBER 2021.

RICKY D. JONES, CHAIRMAN

ATTEST:

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 FEMA grant revenues in the amount of \$704.00 from the Florida Division of Emergency Management and unanticipated state grant revenues in the amount of \$2,465.00 from the Florida Department of Agriculture for the payment of expenses relative to the operations of the Mosquito Control Department 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:

142.42.562.1300	Mosquito Control – Truck Drive Salaries	\$2,345.00
142.42.562.4100	Mosquito Control – Communications	\$ 824.00

NOW THEREFORE, BE IT RESOLVED, Franklin County Board of County Commissioners appropriates these unanticipated revenues in the amount of \$3,169.00 in the MOSQUITO CONTROL FUND in order to comply with FS129(2)(d).

THIS RESOLUTION ADOPTED by the Franklin County Board of County Commissioners this 16th day of NOVEMBER 2021.

RICKY D. JONES, CHAIRMAN

ATTEST:

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 has received unanticipated installment loan proceeds in the amount of \$692,500.00 from Leasing 2, Inc., unanticipated tipping fee revenues of \$145,188.00, and \$30,000.00 in unanticipated sales proceeds from the trade-in of the 2004 Morbark Tub Grinder, 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:

304.40.534.6401	Tipping Fees - Machinery & Equipment	\$867,688.00
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NOW THEREFORE, BE IT RESOLVED, Franklin County Board of County Commissioners appropriates these unanticipated revenues in the amount of \$867,688.00 in the TIPPING FEE FUND in order to comply with FS129(2)(d).

THIS RESOLUTION ADOPTED by the Franklin County Board of County Commissioners this 16th day of NOVEMBER 2021.

RICKY D. JONES, CHAIRMAN

ATTEST:

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, as part of the revolving lease-purchase program for replacement dump trucks, Franklin County has received unanticipated installment loan proceeds in the amount of \$319,246.00 from Leasing 2, Inc., and unanticipated sales proceeds from the trade-in of the 2020 Mack Dump Trucks in the amount of \$287,000.00 from Nextran of Tallahassee, 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:

140.41.541.6401	Road Department - Machinery & Equipment	\$319,246.00
140.41.541.7100	Road Department – Principal	\$287,000.00

NOW THEREFORE, BE IT RESOLVED, Franklin County Board of County Commissioners appropriates these unanticipated revenues in the amount of \$606,246.00 in the ROAD AND BRIDGE FUND in order to comply with FS129(2)(d).

THIS RESOLUTION ADOPTED by the Franklin County Board of County Commissioners this 16th day of NOVEMBER 2021.

RICKY D. JONES, CHAIRMAN

ATTEST:

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 has received unanticipated federal grant revenues in the amount of \$1,000.00 from the U.S. Department of the Treasury for the payment of expenses relative to the administration of the American Rescue Plan Act of 2021 Relief Program 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:

183.52.529.3100	American Rescue Plan - Prof. Services	\$ 1,000.00
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NOW THEREFORE, BE IT RESOLVED, Franklin County Board of County Commissioners appropriates these unanticipated revenues in the amount of \$1,000.00 in the AMERICAN RESCUE PLAN FUND in order to comply with FS129(2)(d).

THIS RESOLUTION ADOPTED by the Franklin County Board of County Commissioners this 16th day of NOVEMBER 2021.

RICKY D. JONES, CHAIRMAN

ATTEST:

MICHELE MAXWELL, CLERK OF COURTS

Proposal for Architectural & Engineering Services

Architectural and Engineering Services Professional
Services Fee – Carrabelle Beach Pavilion and Restroom
Concrete Restoration

Franklin County Board of County Commissioners

12 November 2021



2074 Centre Pointe Blvd, Suite #200 | Tallahassee, Florida 32308 | phone 850.224.6301 | www.bfbsa.com



12 November 2021

Noah Lockley, Jr., Chair – District 3
 Franklin County Board of County Commissioners
 33 Market Street, Suite 305
 Apalachicola, Florida 32320

RE: Architectural and Engineering Services Professional Services Fee – Carrabelle Beach Pavilion and Restroom Concrete Restoration

Dear Mr. Noah Lockley, Jr.,
 Barnett Fronczak Barlowe & Shuler Architects (BFBS) appreciates this opportunity to submit a professional architectural and engineering fee proposal for the concrete restoration of the Carrabelle Beach Pavilions and Restrooms located in Carrabelle, Florida. The scope of the work will follow the 2020 Florida Building Code and The Local Jurisdiction Growth Management Building Department Review Procedures. This proposal is based on a image provided to BFBS on April 26, 2021 via Erin Griffith. The images will be the criteria for the basis of design. Based on the information our firm has received, our architectural and engineering services fee break down is listed below. Included in this fee are the architectural and engineering drawings needed to produce a permit-able set of construction/bid documents with construction administration services. Once the fee proposal is agreed upon, we will follow the anticipated design schedule provided and approved by The Franklin County Board of County Commissioners and BFBS Architects.

Architectural & Engineering Basic Services

Field Work and Site Investigations=	\$3,200.00
50% Construction Documents=	\$3,870.00
100% Construction Documents=	\$9,030.00
Total Architectural & Engineering Basic Services	\$16,100.00

Architectural & Engineering Construction Administration Services

Construction Administration Services	\$3,200.00
Site Observations – 3 visits	\$4,500.00
Total Architectural & Eng. Construction Administration Services	\$7,700.00

(exhibit a: engineering consultant proposals are provided as supplemental information)

Grand Total Architectural and Engineering Proposal \$23,800.00

Project Summary for Architectural and Engineering Services

We understand that the project will be to assess the design repairs for 14 concrete structures and the concrete restroom facility at Carrabelle Beach. Our team will examine each individual structural independently to assess and resolve the structural concerns. Most of the apparent damage is concrete spalling which appears to be the result of concrete corrosion. Our team will also provide the design on the roof structures with the understanding each pavilion will need to be re-roofed.

Engineering Consultants

Kever | McKee Engineering – Structural Engineering
(exhibit a: the engineering consultant proposal is provided as supplemental information)



Architectural

The architectural will prepare architectural drawings of the as-built conditions for the structural engineering documents. The following drawings and details will be necessary to accomplish the drawings and submit for a permit.

Project Information & Code Review Sheet
Architectural Site Plan & Site Details
Floor Plans
Reflected Ceiling Plan

Building Sections and Details
Roof Details
Exterior Finishes

Structural Engineering

The structural engineer will complete a site investigation to observe the existing conditions and document visible damage. With this documentation in hand, the engineer will prepare construction documents for the repair of the observed damages.

Surveying, Civil Engineering, MEP Engineering, Fire Suppression & Architectural Landscaping are not provided in this proposal.

A/E Construction Administration Services

Construction Phase Services performed by the A/E team are undertaken to determine in general that the work being performed by the Contractor and Sub-Contractor are in accordance with the contract documents. The A/E team shall not have control over nor charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions or programs, these being the sole responsibility of the Contractor.

Task provided under the Construction Phase Services:

Review shop drawings and equipment documentation as submitted by the contractor for conformance with the design documents.

Respond to permitting questions.

Respond with answers to bidder/general contractors questions.

Review shop drawings and equipment documentation as submitted by the contractor for conformance with the design documents.

Respond to Contractor RFIs during construction

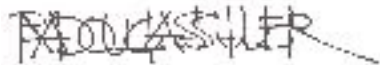
Review Contractor Pay Requests during construction

Site visits as follows.

- a. Intermediate Observation Site Visit
- b. Substantial Observation Site Visit
- c. Final Observation Site Visit

If other design or architectural services are needed or requested, or additional services exceed the basic fee amount, the hourly additional service rates, as well as the mileage rates of BFBS will apply.

We look forward to working with you. If you have any questions, or need additional information, please feel free to give me a call.



Doug Shuler, AIA

Partner

BARNETT FRONCZAK BARLOWE & SHULER ARCHITECTS

Mr. Noah Lockley, Jr.

signature for approval

date

COMPENSATION: Direct personnel expenses shall be defined as: the cost of salaries and fringe benefit costs related vacation, holiday and sick leave pay; contributions to Social Security, Workman's Compensation Insurance, retirement benefits, and medical and insurance benefits; unemployment and payroll taxes; and other allowed benefits of those employees directly engaged in the performance of the requested service. Reimbursable costs include fees of Professional Consultants (whose expertise is required to complete the project) and out-of-pocket expenses, the cost of which shall be charged at actual cost plus an administrative charge of 15% and shall be itemized and included in the invoice. Typical out-of-pocket expenses shall include, but not be limited to, travel expenses (lodging, meals, etc.) job related mileage at .58 cents per mile, long distance telephone calls, printing and reproduction costs, and project-related supplies and materials.

INVOICE PROCEDURE AND PAYMENT: BFBSA shall submit invoices to the Client for work accomplished during each calendar month or phase. For services provided on a Lump Sum basis, the amount of each monthly/phased invoice shall be determined on the "percentage or phase of completed", where BFBSA will estimate the percentage of total work (provided on a Lump Sum basis) accomplished during the invoicing period. Monthly/phased invoices shall include, separately listed, any charges for services for which time charges and/or unit costs shall apply. Such invoices shall also include, separately listed, any charges for Professional Consultants and reimbursable costs. Such invoices shall be submitted by BFBSA as soon as possible after the end of the month/phase in which the work was accomplished and shall be due and payable by the Client upon receipt. The client, as owner or authorized agent for the owner, or as an authorized representative of a governmental entity, hereby agrees that payment as provided herein will be made for said work within 30 days from the date the invoice is mailed to the Client at the address set out herein or is otherwise delivered, and in default of such payment, hereby agrees to pay all costs of collection, including reasonable attorney's fees, whether the action is brought or not. The Client hereby acknowledges that unpaid invoices shall accrue interest of 15% per annum after they have been outstanding for over 90 days. BFBSA reserves the right to suspend all services on the Client's project if an invoice remains unpaid 60 days after date of invoice. Such suspension shall remain in effect until all unpaid invoices are paid in full. Upon cancellation, abandonment or suspension of the project by the Client prior to completion of services to be performed, BFBSA shall be paid for all work accomplished to the date of cancellation, abandonment or suspension on a quantum merit basis in accordance with the provision for compensation contained herein.

COST ESTIMATES: Because the Architect does not control the costs of construction materials, labor etc.; the Client hereby acknowledges that BFBSA cannot warrant that opinions of probable construction costs provided by BFBSA will not vary from actual cost incurred by the Client.

LIMIT OF LIABILITY: The limit of liability of BFBSA to the Client for any cause or combination of causes to its employees against claims alleging negligent acts, errors, or omissions in the performance of architectural services shall be in total amount, limited to the architectural and engineering under this Agreement. BFBSA does carry professional liability insurance.

OWNERSHIP OF DOCUMENTS: Drawings and Specifications are and will remain the property of the Architect whether the project is executed or not. Owner may retain copies, including reproducible copies, of drawing and specifications for his use on the project but may not be used on other projects; additions to this project or for completion of this project by others provided the Architect is not in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

CONSTRUCTION SERVICES: If under this Agreement, professional services are provided during the construction phase of the project, BFBSA shall not be responsible for or have control over means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work; nor shall BFBSA be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

TYPICAL ITEMS NOT IN CONTRACT AND CONSIDERED ADDITIONAL SERVICES:

Feasibility Studies/ Analysis	LEED Consultation
Facility Programming	Graphic and Signage Design
Master Planning	Special Code Reviews including ACHA
Soils Investigations/Reports	Detailed Cost Estimates
Surveys - Topographic/Boundary	Documents Prepared For:
Vegetation/Improvements/Utilities	Alternate Bids Exceeding Contract Scope
Measured Drawings of Existing Facilities	Excessive Change Orders
Existing Facilities Analysis	Multiple Construction Contracts
Toxic Substance Mitigation Surveys and Consultation	Record Documents/As Builts
Site Environmental Assessments	Prolonged Construction Contract Administration Services
Site DRI, PUD, Site Plan Review and/or Zoning Modifications	Structural Threshold Inspections
Traffic Analysis and Traffic Signal Warrant Studies	Project Representation During Construction Beyond Bi-Monthly Administration
Civil Engineering Design including	Additional Construction Contract
Paving/Grading/Utilities/Drainage/Storm-water	Administration Services for Multiple Contracts
Management/Environmental & All Site Permitting	Building Commissioning and Training Services
Existing Site Utility Infrastructure Improvements	Post Occupancy Inspections/ Evaluations
Site Lighting Design	Renderings/ Models
Landscape Architectural & Irrigation Design	Substantive Changes to Scope, Size or Complexity
Specialty Consultants	Owner Requested Changes to Approved Documents
Voice/Data Communications; Electronic/Audio Visual; Food Service	Reimbursable Expenses*
Equipment; Hazardous Material; Hospital/Laboratory; Interior Design;	Including, but not limited to, reproduction/ printing costs, travel
Indoor Air Quality; Quality Control; Theater/Acoustical; Security	expenses, and special mail service expenses.
Life Cycle Cost (ROI) and/or Federal DOE Energy Analysis	

Exhibit A

Engineering Services Professional Services Fee Proposal

Kever | McKee Engineering – Structural Engineering



November 10, 2021

Doug Shuler, AIA
Barnett Fronczak Barlowe & Shuler
2074 Centre Pointe Blvd., Suite #2000
Tallahassee, FL 32308

Reference: **Carrabelle Beach Park – Pavilion Repairs
Carrabelle, Florida**

Subject: Proposal for Structural Engineering Services

Mr. Shuler:

We appreciate the opportunity to provide this proposal for Structural Engineering Services for this project. This proposal will present our understanding of the project conditions, scope-of-work, and our proposed professional fees based on the project description and assumptions presented herein.

A. Project Description

1. The purpose of this project is to assess and design repairs for the concrete structures at the Carrabelle Beach Park in Carrabelle, Florida.
2. The structures include 14 cast-in-place concrete pavilions, a restroom structure, ~~and a sea wall.~~
3. Much of the damage is concrete spalling which appears to be the result of concrete corrosion.

B. Structural Engineering – Technical Scope of Work

1. Design Phase Services:
 - a. Complete a site investigation to observe the existing conditions and document the visible damage.
 - b. Prepare construction documents for the repair of observed damages.
 - c. Provide specifications, in Word format, for structural materials and procedures.
 - d. Respond to comments from the owner and permitting agencies and modification of the plans as required (Submittal of the documents and coordination of permitting issues shall be by others).
 - e. Coordinate plans with architectural and other disciplines.
2. Construction Administration Services:
 - a. Review structural shop drawings.
 - b. Respond to Requests for Information (RFI) from Contractor and provide clarifications as required.
 - c. Complete 3 construction phase site inspections and prepare a report outlining the observed deficiencies.

C. Proposal Assumptions and Exclusions

1. Structural calculations will be prepared and kept in KME files for future reference but will not be submitted for review.
2. The repairs shall only cover observed damage at the time of inspection. Repair of damage that occurs after the inspection shall be an additional service.
3. Selective demolition and material testing, if necessary, will be provided by others.
4. Evaluation of the structural capacity of existing building components is not included in the scope of this proposal.
5. Submission to permitting agency will be made electronically with all permit submissions and fees by others.
6. Reproduction of bid documents and construction sets is not included and will be billed as reimbursable expenses.
7. Architectural details including life safety, waterproofing, and finishes shall be by others and are not included in this scope of services.

Carrabelle Beach Park – Pavilion Repairs
Carrabelle, Florida

Page 1 of 2
Page 143

8. Permitting submission and fees shall be by others.
9. Cost Estimates are not included in this scope of services.

D. Proposed Fee for Engineering Services

1. Proposed compensation for the Structural Engineering Services outlined herein will be based on a LUMP SUM FEE broken down as follows:

Design Phase Services:

Site Investigation and Documentation	\$2,500.00
Construction Documents	
Pavillions (14@\$500)	\$7,000.00
Restrooms	\$1,500.00
<i>Design Phase Subtotal</i>	<i>\$11,000.00</i>

Construction Administration Phase Services:

General Construction Administration	\$1,600.00
Site Observation (3@\$800)	\$2,400.00
<i>Construction Administration Subtotal</i>	<i>\$4,000.00</i>

Total Project Lump Sum Fee: **\$15,000.00**

2. Fees will be billed and payable based on the percentage of completion of the work.

We hope this proposal meets with your approval. We appreciate this opportunity and look forward to a successful project. If you have any questions or wish to discuss this proposal, please do not hesitate to call.

AGREEMENT AND NOTICE TO PROCEED

By authorized signature below, both parties signify their agreement with the above contractual terms.



November 10, 2021

Patrick McKee, P.E.
Kever McKee Engineering

Date

Barnett Fronczak Barlowe & Shuler

Date

**SPECIAL CATEGORY HISTORIC PRESERVATION GRANTS
FY2023 RECOMMENDED FUNDING LIST**

List of Special Category Applications submitted to the Secretary of State for review and approval.

Rank	Applicant	Project Title	Project County	Grant Amount	Cumulative Grant Amount	Score
1	Martin County Board of County Commissioners	Replacement of House of Refuge Roof in Martin County, FL	Martin	\$115,699	\$115,699	96.17
2	Monticello Opera House, Inc.	Historic Monticello Opera House Restoration	Jefferson	\$500,000	\$615,699	95.71
3	City of DeFuniak Springs	Chautauqua Hall of Brotherhood: Preservation, Restoration, Rehabilitation - Phase III	Walton	\$372,811	\$988,510	94.71
4	University of West Florida	Exploring the Settlement and Fleet of Tristan de Luna on Pensacola Bay	Escambia	\$440,630	\$1,429,140	94.43
5	Village of Pinecrest	Pinecrest Gardens Site Protection	Miami-Dade	\$500,000	\$1,929,140	94.00
6	Port Theatre Art & Culture Center	Historic Port Theatre Renovation	Gulf	\$436,845	\$2,365,985	93.43
7	City of Miami	Olympia/Gusman Theater Interior Repair, Marquee and Signage Project	Miami-Dade	\$500,000	\$2,865,985	93.17
8	Southwest Archaeology Foundation, Inc.	Prospect Bluff: Archaeological Sites Survey	Franklin	\$385,350	\$3,251,335	92.86
9	Florida Theatre Performing Arts Center, Inc.	Florida Theatre Painting Restoration Project	Deval	\$319,290	\$3,570,625	92.57
10	The University of Tampa, Incorporated	Up On The Roof	Hillsborough	\$500,000	\$4,070,625	92.14
11	Monroe County Board of County Commissioners	Historic Monroe County Courthouse Exterior Masonry Restoration	Monroe	\$482,825	\$4,553,450	92.14
12	Florida State Parks Foundation Inc	Reconstruction of Fort Mose	St. Johns	\$375,000	\$4,928,450	91.86
13	Memorial Presbyterian Church Society of St. Augustine, Inc.	Flagler Memorial Presbyterian Manse/Fellowship Hall Rehabilitation	St. Johns	\$310,000	\$5,238,450	91.71
14	Department of Environmental Protection	Fort Clinch State Park Barracks Restoration	Nassau	\$50,000	\$5,288,450	91.43
15	Key West Literary Seminar, Inc.	Elizabeth Bishop House Restoration — Phase 3	Monroe	\$139,911	\$5,428,361	91.43
16	Historic Florida Keys Foundation	Restoration and Protection of Old City Hall, Phase III, Final	Monroe	\$157,000	\$5,585,361	91.29
17	City of Sarasota	The 1941 City Library Chidsey Building - Sarasota's First Public Library	Sarasota	\$500,000	\$6,085,361	91.00
18	University of Florida	Exploring Florida's Natural and Cultural History	Alachua	\$500,000	\$6,585,361	90.71

19	Episcopal Church in the Diocese of Florida	St. Philip's Episcopal Church Jacksonville Exterior Renovation	Duval	\$152,921	\$6,738,282	90.71
20	Alger-Sullivan Historical Society	Old 100 Locomotive Restoration	Escambia	\$5,375	\$6,743,657	90.57
21	Friends of Wakulla Springs State Park, Inc.	Rehabilitation and Restoration of The Lodge at Wakulla Springs State Park	Wakulla	\$430,000	\$7,173,657	90.43
22	The Armory Art Center, Inc.	The Armory Art Center's Creative Future	Palm Beach	\$500,000	\$7,673,657	90.33
23	City of Fellsmere	Fellsmere Old School Window/Door Replacement	Indian River	\$400,000	\$8,073,657	90.29
24	The Marie Selby Botanical Gardens, Inc.	Selby House Restoration	Sarasota	\$399,569	\$8,473,226	90.29
25	Town of Lake Park	Lake Park Historic Town Hall Preservation	Palm Beach	\$325,000	\$8,798,226	90.00
26	Polk County Board of County Commissioners	Polk County History Center - Exterior Window Restoration and Exterior Door Repair	Polk	\$500,000	\$9,298,226	89.86
27	West Florida Historic Preservation, Inc	Dorr House Window and Door Restoration	Escambia	\$45,171	\$9,343,397	89.86
28	Florida State Fair Authority	Cracker Country Living History Museum Roof Replacement	Hillsborough	\$37,500	\$9,380,897	89.86
29	New College of Florida	College Hall Breezeway & Cook Hall	Sarasota	\$402,476	\$9,783,373	89.71
30	City of Arcadia	Arcadia City Hall, Phase II	DeSoto	\$448,837	\$10,232,210	89.57
31	Cuban Club Foundation, Inc.	3rd Floor Windows and Column 13 Project	Hillsborough	\$188,750	\$10,420,960	89.43
32	Tropical Audubon Society, Inc.	Doc Thomas House Restoration Phase Three	Miami-Dade	\$46,000	\$10,466,960	89.29
33	The University of South Florida	John C. Williams House: Preservation and Protection	Pinellas	\$280,640	\$10,747,600	89.29
34	City of Fernandina Beach	Phase 2: Saving Peck High School, a Revered 1927 Rosenwald School	Nassau	\$500,000	\$11,247,600	89.29
35	St. Paul Lutheran Church of Sarasota, Florida, Inc.	St. Paul Lutheran Church Education Building Rehabilitation	Sarasota	\$209,750	\$11,457,350	89.00
36	Bonifay Main Street Association Inc.	119 Waukesha Rehabilitation	Holmes	\$500,000	\$11,957,350	88.86
37	Pensacola Lighthouse Association Inc.	Pensacola Lighthouse Tower Crack Repair and Repainting	Escambia	\$62,516	\$12,019,866	88.86
38	Friends of the Lake Wales Museum, Inc.	Historic Stuart House Restoration	Polk	\$85,292	\$12,105,158	88.71
39	Apalachicola Area Historic Society	Raney House Restoration Phase I	Franklin	\$249,280	\$12,354,438	88.71
40	Sarasota County Board of County Commissioners	Renovation of Historic Edson Keith Farmhouse	Sarasota	\$290,000	\$12,644,438	88.57
41	Centro Asturiano de Tampa Inc.	Exterior Moisture Mitigation Project Phase 3	Hillsborough	\$149,399	\$12,793,837	88.29

42	City of Punta Gorda Florida	City of Punta Gorda A.C. Freeman House Rehabilitation Project	Charlotte	\$497,900	\$13,291,737	88.29
43	Lake Wales Charter Schools - Edward W. Bok Academy	Historic 1919 School Building	Polk	\$500,000	\$13,791,737	88.14
44	Stephen Foster Citizen Support Organization, Inc.	Stephen Foster Carillon Restoration - Phase I	Hamilton	\$300,000	\$14,091,737	88.14
45	St. Petersburg Historical Society, Inc.	Explore Florida!	Pinellas	\$500,000	\$14,591,737	88.00
46	Franklin County Board of County Commissioners	Carrabelle Beach Wayside Park Repairs	Franklin	\$156,056	\$14,747,793	88.00
47	Hendry County Board of County Commissioners	Old Hendry County Courthouse Historic Interior	Hendry	\$500,000	\$15,247,793	88.00
48	Barry University, Inc.	Barry University: Preservation and Restoration of Doors & Windows in Adrian & LaVoie Halls	Miami-Dade	\$330,757	\$15,578,550	87.86
49	City of Bunnell	The Restoration of Bunnell City Hall	Flagler	\$500,000	\$16,078,550	87.57
50	Key West Art Center, Inc.	Key West Art Center Exterior Rehabilitation Project	Monroe	\$20,000	\$16,098,550	87.57
51	Carrabelle Lighthouse Association, Inc.	Crooked River Lighthouse and 1895 Keeper's Washhouse Museum Rehabilitation	Franklin	\$84,000	\$16,182,550	87.43
52	Baker County, FL	Emily Taber Library Restoration	Baker	\$500,000	\$16,682,550	87.43
53	DeSoto County Board of County Commissioners	DeSoto County Courthouse Exterior Restoration	DeSoto	\$500,000	\$17,182,550	87.14
54	Beaches Area Historical Society, Inc.	Mayport Train Depot Rehabilitation	Duval	\$65,336	\$17,247,886	87.00
55	Havana Community Development Corporation, Inc.	Renovation of HCDC Campus	Gadsden	\$500,000	\$17,747,886	86.86
56	Miami Hispanic Ballet Corp.	Miami Hispanic Cultural Arts Center	Miami-Dade	\$111,250	\$17,859,136	86.86
57	City of Carrabelle	Carrabelle Old City Hall Renovation Phase V	Franklin	\$41,000	\$17,900,136	86.71
58	Howard Academy Educational & Recreational Council	Howard Academy Educational & Recreational Council	Jefferson	\$34,950	\$17,935,086	86.57
59	City of Cocoa	Historic Harry T. Moore Center Restoration Project - Windows and Doors	Brevard	\$150,500	\$18,085,586	86.43
60	Collier County Board of County Commissioners	Restoration and Interpretation of the Historic Mar-Good Cottages	Collier	\$256,436	\$18,342,022	86.29
61	City of Wauchula	Historic City Auditorium Restoration	Hardee	\$282,000	\$18,624,022	86.29
62	Havana Main Street Inc.	Havana State Bank 2021 Restoration	Gadsden	\$200,943	\$18,824,965	86.00
63	Town of Orange Park	Clarke Park Cottage	Clay	\$109,850	\$18,934,815	85.86

64	St. Agatha's Episcopal Church	St. Agatha's Episcopal Church: Murray House Preservation and Restoration	Walton	\$235,000	\$19,169,815	85.71
65	City of Orlando	Maxey-Crooms House Restoration	Orange	\$500,000	\$19,669,815	85.29
66	First Presbyterian Church of Jacksonville, Inc.	FPCJAX Historic Stained Glass Window Restoration	Duval	\$24,000	\$19,693,815	85.14
67	The Home Association, Inc.	Window Refurbishment	Hillshorough	\$78,000	\$19,771,815	85.14
68	Delray Beach Community Redevelopment Agency	Historic Wellbrock House, Delray Beach	Palm Beach	\$147,525	\$19,919,340	84.86
69	City of Mount Dora	Simpson Farmhouse	Lake	\$50,000	\$19,969,340	84.71
70	Historic Saint James African Methodist Episcopal Church	Historic Sanctuary Roof Repair Capital Project	Seminole	\$12,900	\$19,982,240	84.57
71	Sanctuary of the Arts Inc.	Restoration of Historic St. Mary's Church as Arts Center	Miami-Dade	\$216,250	\$20,198,490	84.43
72	Green Gables at Historic Riverview Village, Inc.	Acquisition of Green Gables/Wells House by Green Gables at Historic Riverview Village, Inc.	Brevard	\$482,500	\$20,680,990	84.33
73	First Presbyterian Church Dade City	Church Preservation	Pasco	\$56,681	\$20,737,671	83.86
74	Wakulla County School Board	Sopchoppy High School	Wakulla	\$487,045	\$21,224,716	83.43
75	Dale Mabry Army Air Field Museum, Inc.	Saving an Iconic WWII Defense Housing Administration Structure: Mabry Heights Building 264	Leon	\$62,000	\$21,286,716	82.71
76	Friends of the Lower Suwannee and Cedar Keys National Wildlife Refuges, Inc.	Vista - Phase 1: Preservation of Vulnerable Structures	Levy	\$60,000	\$21,346,716	82.71
77	Franklin County Board of County Commissioners	Franklin County Maritime Heritage Museum Exhibit	Franklin	\$188,500	\$21,535,216	81.86
78	Aucilla Research Institute, Inc.	Timeless Aucilla: The Geographic and Archaeological Documentation of Heritage	Jefferson		Not Recommended (below 80)	76.71
79	Friends of Fort Clinch	CCC-River Bathhouse Renovation	Nassau		Not Recommended (below 80)	76.57
80	Crestview Community Redevelopment Agency	Bush House Restoration	Okaloosa		Not Recommended (below 80)	76.14

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
05/21

FPN: <u>449880-1-34-01</u>	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
County No: <u>49 (Franklin)</u>	Contract No: _____	Vendor No: <u>F596000612042</u>

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____, (This date to be entered by DOT only)
by and between the State of Florida Department of Transportation, ("Department"), and Franklin County Board of County Commissioners, ("Recipient"). The

Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below*):
 - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
 - ☒ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
 - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
 - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
 - ☐ Insert Legal Authority , Insert Funding Program Name , Insert CSFA Number

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- 2. Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in Design for County Road 67 Over Womack Creek Bridge Culvert Repair Project (Bridge #49035 , as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

- 3. Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before September 30, 2022. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, Page 149

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
05/21

Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

- 4. Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
- 5. Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
- 6. Project Cost:**
 - a. The estimated cost of the Project is \$108,189. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$108,189 and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
 - c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

- ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, **Contract Payment Requirements**.
- e. Travel expenses are not compensable under this Agreement.
- f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

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If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- g.** The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- h. Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- i.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- j.** The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- k.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- l.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

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- m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
 - ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce**. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders,

construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not

limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☒ shall

☐ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to ~~Page 155~~ site visits by Department staff and/or other procedures including, reviewing any required performance and

financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
 - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
 - vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or

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employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein

shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

- g.** When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

- a.** In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c.** The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d.** By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e.** Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g.** The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h.** The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j.** This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

- a.** **Exhibits A, B, D, F, and J** are attached to and incorporated into this Agreement.
- b.** ☒ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

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- c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- e. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- f. ☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: _____

g. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

*Exhibit C: Engineer's Certification of Compliance

Exhibit D: Recipient Resolution

Exhibit F: Contract Payment Requirements

*Exhibit H: Alternative Advance Payment Financial Provisions

Exhibit J: State Financial Assistance (Florida Single Audit Act)

*Exhibit K: Advance Project Reimbursement

*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s): _____

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT Franklin County Board of County Commissioners

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____

Name: _____

Title: _____

By: _____

Name: Tim Smith, P.E.

Title: Director of Transportation Development

Legal Review:

By: _____

Name: _____

EXHIBIT A**PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 449880-1-34-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and
Franklin County Board of County Commissioners (the Recipient)

PROJECT LOCATION:

- ☐ The project is on the National Highway System.
- ☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 0.009 Miles

PROJECT DESCRIPTION: This project is for to repair the existing CR 67 over Womack Creek Bridge Culvert (No. 494035). The existing culvert crossing consists of three 142" x 91" arch CMPs that allow Womack Creek to flow west to east under CR 67. The culverts were constructed in 1960 and are in poor condition. The headwalls are in poor condition (70.3 sufficiency rating according to a FDOT Inspection/CIDR/Bridge Profile Report Inspection on 1/24/2021) and headwall maintenance repair is needed. The project will consist of removing and replacing the existing sand-cement headwalls. Existing guardrail will be replaced with concrete barrier wall. The existing arch CMPs will be cleaned and re-coated to extend the life of the culverts.

The scope of services for this project will include survey, design, permitting, preparation of construction plans and specifications to prepare for constructing new headwalls, cleaning and repairing the arch CMPs, and adding barrier wall to replace the guardrail over the culvert.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

In accordance with Section 10.c. of this Agreement, the Parties agree as follows:

The Department hereby notifies the Recipient that for projects that are not located on the Department's right-of-way, the Recipient is required to hire a contractor prequalified by the Department.

In accordance with Section 10.d. of this Agreement, the Parties agree as follows:

For the provision of Construction Engineering Inspection (CEI) services, the Recipient is required to hire a Department pre-qualified consultant in the appropriate work type.

In accordance with Section 10.e. of this Agreement, the Parties agree as follows:

The Recipient is required to hire a Department pre-qualified consultant in the appropriate work type for the design phase of the Project.

The Recipient shall be responsible for all permitting activities related to the project and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall provide a copy of the design plans for the Department's review and approval prior to advertisement. Plans shall be submitted at 90% and Final Plans (along with the engineer's cost estimate, Utility Certification, Permit Certification, Right of Way Certification, Railroad Certification, and a complete set of draft bid documents in PDF (Portable Document Format). The Recipient shall be responsible for addressing all plan review comments in the Department's Electronic Review Comments (ERC) System.

The Recipient shall submit to the Department the bid tabulations and award intent for review and concurrence prior to award and will submit the signed construction contract for records upon execution of the final document.

Off the State Highway System (Off-System) construction projects must be administered in accordance with latest version of the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways Florida (also known as the Florida Greenbook).

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by .
- b) Design to be completed by .
- c) Right-of-Way requirements identified and provided to the Department by .
- d) Right-of-Way to be certified by .
- e) Construction contract to be let by .
- f) Construction to be completed by September 30, 2022.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The Department will issue a Notice to Proceed to advertise for construction to the Recipient after final plans, bid documents, construction estimate, and all nesscary certifications have been reviewed and approved.

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EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: Franklin County Board of County Commissioners 34 Forbes Street, Suite 1 Apalachicola, Florida 32320		FINANCIAL PROJECT NUMBER: 449880-1-34-0		
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PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION			
		(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
Design- Phase 34	Maximum Department Participation (Small County Outreach Program)	\$108,189.00	\$0.00	\$108,189.00	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY: 2022	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Design Cost		\$108,189.00 100.00%	\$ 0.00 %	\$108,189.00 100.00%	
Right-of-Way- Phase 44	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Right-of-Way Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Construction- Phase 54	Maximum Department Participation ()	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Construction Engineering and Inspection - Phase 64	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Engineering and Inspection Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
(Phase :)	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total (Phase :) Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
TOTAL COST OF THE PROJECT		\$108,189.00	\$ 0.00	\$108,189.00	

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

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

Dustin Castells

District Grant Manager Name

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**EXHIBIT F****CONTRACT PAYMENT REQUIREMENTS**
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**EXHIBIT J****STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)****THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:****Awarding Agency:** Florida Department of Transportation

State Project Title and CSFA Number:

- ☐ County Incentive Grant Program (CIGP), (CSFA 55.008)
- ☒ Small County Outreach Program (SCOP), (CSFA 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- ☐ Insert Program Name, Insert CSFA Number

***Award Amount:** \$108,189.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**State Project Compliance Requirements for CSFA Number are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

RESOLUTION OF AUTHORIZATION

FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS

WHEREAS, the Florida Department of Transportation has awarded the Franklin County Board of County Commissioners funding from the Small County Outreach Program for the survey, design, permitting and preparation of construction plans and specifications and bid documents to prepare for constructing new headwalls, cleaning and repairing the arch corrugated metal pipes, and adding barrier walls to replace the guardrails over the culvert (Financial Project Number 449880-1-34-01), and

WHEREAS, the Florida Department of Transportation requires the Franklin County Board of County Commissioners to adopt a Resolution authorizing the Chairman to sign the Small County Outreach Program agreement, and

WHEREAS, the Franklin County Board of County Commissioners has voted in an open meeting to have the Chairman sign the Small County Outreach Program agreement,

NOW, THEREFORE, BE IT RESOLVED BY THE FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS, that the Chairman is hereby authorized to sign the Small County Outreach Program agreement for the survey, design, permitting and preparation of construction plans and specifications and bid documents to prepare for constructing new headwalls, cleaning and repairing the arch corrugated metal pipes, and adding barrier walls to replace the guardrails over the culvert (Financial Project Number 449880-1-34-01).

This Resolution adopted on November 16, 2021.

BY: _____
Ricky D. Jones, Chairman

ATTEST:

BY: _____
Michele Maxwell, Clerk



St. George Island
Civic Club

Fundraising
Campaign
for Renovations
to the SGI
Playground

Your Best Opportunity for a Donation of Lasting Island Impact

The St George Island Civic Club is introducing a new fundraising campaign with special recognition opportunities for donors to focus on its next priority project of SGI Vision 2025—

an ‘inclusive’ playground.

In three years, the Club has worked successfully with our County Commission to put in motion five infrastructure projects:

- Storm water management in the commercial district
- New public restrooms at Lighthouse Park
- Resurfacing of the basketball to become a multi-purpose court that now serves pickle ball players
- Landscape beautification at the entrance to the island
- Renovation of the Boat Ramp

These are all in some stage of progress. These successes have resulted from the hard work of county staff, elected officials, and volunteers like you. These projects are being accomplished through state and local resources, without additional tax dollar burdens on island residents.



Our next priority is the Renovation of the Children's Playground at SGI Lighthouse Park. This time we are reaching out to our membership for personal donations that will help us reach a required "match" for a significant parks grant from the state. Therefore, we need your commitment now, as we make our application. All donors of at least \$50 will receive recognition by the Civic Club locally. For those who make a financial commitment of at least \$500, the donor name will be placed on permanent signage at the playground itself.

The vision is to make the area suitable and safer for all kids and families, including those with special needs. The project will include a durable surface suitable for wheelchairs and other mobility devices; a commercial grade, wind resistant shade system to cool the area and reduce dangerous UV rays; and suitable "inclusive" play equipment for those with special needs. The playground will focus on adventure and the wonder of nature with the durability, safety and low maintenance of high-quality play equipment. To make our parents, caregivers, and grandparents comfortable, we will need benches, tables, and other elements to attract families to enjoy the outdoor venue together. We will not be expanding the footprint of the playground.

With a \$25,000 match of in-kind service and cash contribution, the county and island can receive up to \$200,000 from the state, which will enable the more costly improvements. The county has committed in-kind services, the Civic Club has committed \$6,000. The remainder must come from you. This is your opportunity to support a family-centered, long-enduring tribute to our beloved island and the quality of life it represents and create a lasting legacy here for the next generations.

Images used with permission by Landscape Structures, Inc. Photos are examples of inclusive playgrounds in other communities and do not represent final design choices for SGI.

Please commit to the island's playground renovations today !

☒ **YES, I'm supporting the island's playground effort and am sending a check or support to:**

**SGI Civic Club – Inclusive Playground Fund
P. O. Box 451, Eastpoint, FL 32328**

NAME

ADDRESS

CELL or PHONE

AMOUNT

CHECK NUMBER