



Board of County Commissioners - Regular Meeting

Tuesday, December 21, 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/89978122540> 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 (899 7812 2540#). All attendees are muted by default.

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

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

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

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

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

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

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

1. Call to Order

2. Prayer and Pledge

3. Approval of Minutes

4. Payment of County Bills

5. Public Comments

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

Constitutional Officers

6. Clerk of Courts - Michele Maxwell - Report

Department Directors Reports

7. Superintendent of Roads and Bridges - Howard Nabors

Informational Items

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

b. Road Department and Mosquito Control will be off on the following days for the Holidays:

Thursday, December 23 (Day before Christmas)

Monday, December 27 (Day of Christmas)

Tuesday, December 28 (Day after Christmas)

Monday, January 3 (New Year's Day)

8. Solid Waste Director - Fonda Davis

Informational Item

a. Right-of-Way Debris Pickup & Recycle Material Hauled (attached)

9. Emergency Management Director - Pam Brownell

Informational Items

a. 12/07/21-12/09/ EOC Staff attended the Directors Workshop in Ocala.

- b. EOC Staff completed the EMPA quarterly report.
- c. 12/13/21 EOC Staff along with FDEM Staff completed the final inspections for the HLMP Grant.
- 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

We would also like to wish the residents of Franklin County a Merry Christmas & a Safe, Happy New Year!

10. Extension Office Director - Erik Lovestrand

Informational Items

General Extension Activities:

- a. During this period, the Extension office assisted citizens on topics of herbicides, centipede lawns, weed identification, insect pest identification, fertilization recommendations, and more.
- b. Extension Director participated in a post-North Florida Fair meeting with Fair managers and Extension faculty to assess successes and improvements. This year was a record-breaking year for both gate receipts and rides ticket sales.
- c. Extension Director

Sea Grant Extension:

- d. Extension Director participated in the virtual planning session for a Nature Conservancy-funded grant that will focus on measuring the nitrogen removal capacity for aquacultured oysters. There is potential for using aquacultured oysters for water quality improvement.
- e. Extension Director participated in a meeting of the SUNS working group to discuss potential nature-based projects to mitigate issues related to stormwater, erosion, and other coastal topics.
- f. Extension Director participated in conference call with the Apalachicola caucus/RCSC group for the river basin to catch up on recent events in basin management.
- g. Extension Director participated in workshop #2 regarding the development of metrics that can be modeled to better understand the relationship between river flow and ecosystem functions in the Apalachicola River Basin.

4-H Youth Development:

- h. The 4-H Archery Club continues to practice and the District III 4-H youth Council held a meeting to plan for the upcoming Teen Retreat.

Family and Consumer Sciences:

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

Agriculture/Home Horticulture:

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

Other Reports

11. Interim Airport Manager - Ted Mosteller

a) Safety issue. Buzzards.

After considering the options—perhaps educating the public of responsibility as discussed last meeting is a proper course of action. I also encourage the frequent policing of the carcass receptacle area and adding security cameras. Also the current location of the receptacle may be the better location in that it is centrally located and more likely to be used.

b) FYI: Leaking backflow valve to #311 lift station. Plumber has been called. Water was shut off to the valve.

c) FYI: Equipment maintenance/service--working with our county mechanics and Supervisors concerning setting up a maintenance program.

d) FYI: Previous proposed and current projects are in engineering.

e) FYI: The basic material kit for the Kasper hangar has been delivered.

f) Considering the RW light random shut down issue as was reported at the last BCC meeting, TCA worked on the system but was not successful—only suggested replacing the receiver with the hope--that that would remedy the prematurely timing out at night (clue).

In researching and troubleshooting this safety situation--I have uncovered some interesting and disturbing facts.

The outdated receiver appears to be inundated by radio interference caused by the installation of updated Runway, flood and Beacon lights with LED's.

Note: The high intensity LED's require an electronic generator circuit that emits a radio frequency signal that is FCC certified to not cause interference problems—however—In troubleshooting, I have isolated the chief troublemaker to a particular LED ramp floodlight—and have disconnected it at the base of the 60 foot light pole. I have notified Mike Cates.

For such a sensitive safety issue I still recommend the replacement of the some 29 year old obsolete receiver—but I also recommend considering it be relocated to the FBO—away from the electric vault and remote control of the runway light system.

Allen Enterprises, Inc—from whom we have purchased lighting products in the past quotes \$3493.25 for an updated new replacement receiver—(which I can change out)—this quote also includes a new antenna (which is broken—possibly contributing to the interference susceptibility—TCA Contractors has quoted \$6,950. Currently, no FDOT funds are available for this up-date.

A disturbing discovery is the fact that someone has bypassed--disconnected and dismantled the FBO remote unit that was installed some 29 years ago???—thus the entire lighting system can only be operated automatically by the radio--or manually from the electric vault.

The remote system allowed the FBO to remotely; manually control and override the lighting system.

Another issue--the door/lock to the vault has been broken into and damaged—compromising the security of the vault—and impacting public safety. I understand the FBO's key was lost and no attempt to contact me was made. This infraction supposedly occurred some time ago.

f) FYI: John Collins accompanied by Dewberry led the scheduled walk through Wednesday December 8th for the 06/24 lighting project—generating a punch list.

g) FYI: On Tuesday 12/14, I accompanied Bruce Graham in an apparent beneficial meeting with Josh Gabel—Senator Rubio's Regional Director, Capital Region—concerning the new FEMA Flood Map issue.

h) Questions? /Discussion? **Merry Christmas and Happy New Year!**

12. Alliant CEO (Weems) - Jim Coleman Jr.

Mr. Coleman will review Weems quarterly status update.

13. Weems CEO - David Walker

Mr. Walker will discuss Gulf County's \$25,000 funding request to reopen the Dialysis Facility in Port St. Joe.

14. Dewberry (Engineers) - Clay Kennedy

Mr. Kennedy will update the Board on current projects.

Presentations and Requests

15. Dewberry & Baker/Donelson - County Flood Map Update 10 a.m. (ET)

Planning and Zoning Adjustment Board Report

16. Final Plat Applications

a. Miller's Landing

Consideration of a request for Final 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.

Staff Comments: Mr. Curenton has approved the applicant to move forward with Final Plat

PZA recommended approval of this Final Plat

17. Re-Zoning & Land Use Change Applications

a. Knight Financial Partners LLC

Consideration of a request for Public Hearing for a Large Scale re-zone of a 79.67 +/- Acre parcel lying in St. James West PUD, Franklin County, Florida from Public Facilities to PUD Mixed Use Residential. Request submitted by Inovia Consulting Group, agent for Knight Financial Partners, LLC, applicant.

Staff Comments: Application has been reviewed by Mark Curenton. This is a large scale/transmittal zoning change that will have more than one Public Hearing if approved.

PZA recommended scheduling a Public Hearing.

Public Hearings

18. Land Use Change 10:30 a.m. (ET)

AN ORDINANCE AMENDING THE FRANKLIN COUNTY COMPREHENSIVE PLAN TO CHANGE THE PERMITTED USE OF A 4.47 +/- ACRE PARCEL OF LAND IN SECTION 36, TOWNSHIP 8 SOUTH, RANGE 7 WEST, FROM COMMERCIAL TO RESIDENTIAL.

19. Zoning Change 10:35 a.m. (ET)

AN ORDINANCE REZONING 4.47 +/- ACRES OF LAND IN SECTION 36, TOWNSHIP 8 SOUTH, RANGE 7 WEST, FROM C-2 COMMERCIAL BUSINESS DISTRICT TO R-7 MULTI-FAMILY HIGH DENSITY DISTRICT.

County Staff & Attorney Reports

20. Fiscal Manager/Grants Coordinator - Erin Griffith

a. BOARD ACTION: CR30A Resurfacing Project

At the meeting on December 7th, the Board opened bids for the 5.261 miles of resurfacing on CR 30A. The low bid of \$4,840,217.74 was \$1,377,555.74 above the available grant funds (\$3,671,550). FDOT does not have the funds to make up that difference, and neither does the County. The planning department recommends rejecting all the bids and rebidding the project with a reduced scope of work to fit within the funding capabilities of the FDOT grant award. This reduction in scope will mean that the entire length of road from Thirteen Mile Road to U. S. Highway 98 will not be paved at this time. Franklin County can apply to have the portion that will not be paved included in the FDOT grant cycle that is now open.

Board action to reject all bids, modify the scope and re-advertise for the CR30A resurfacing project.

b. BOARD ACTION: SGI Fishing Pier Access Road FEMA Repairs

At the meeting on December 7th, the Board also opened bids for the FEMA funded repairs to the SGI Fishing Pier Access Road Project. With this project it is not possible for the county to go back to request additional funding for cost overruns as the damage was categorized as a 'small project'. The low bid was nearly \$70,000 more than the total FEMA cost estimate of \$109,921.67 for the project which included engineering costs.

After consulting with the engineer, we would like to request that the Board reject all bids and allow for the bid specifications to be modified to reduce the scope bid upon by contractors to get the work within the available budget. To fit within the budget, the county may need to do some of the specified work in-kind (most likely demolition and removal of the existing areas of damaged roadway).

Board action to reject all bids, determine what in-kind work that could be done by the county road department, modify the scope for the bid solicitation, and re-advertise for the SGI Fishing Pier Access Road FEMA Repairs.

c. BOARD ACTION: Change Order 2, SCOP Widen and Resurface CR67

As the grant funded project for the widening and resurfacing of 6.044 miles of CR 67 from SR30 to the Cricket Creek Bridge is nearing completion, CEI Engineer AECOM has submitted a final change order for a reduction of \$66,629.20 in the contracted price with C.W. Roberts for the final adjustment of quantities and materials.

Board action to approve and authorize the chairman to sign change order #2 with C.W. Roberts Contracting for the final quantity reconciliation on the CR67 SCOP project.

d. BOARD ACTION: Advertise for Construction Portion of Alligator Drive Multi-Use Path Project

FDOT has indicated that Franklin County needs to proceed with the construction of the Alligator Drive Multi-Use Path from the marina to Tom Roberts Road. This phase of the project was delayed due to the FEMA-funded repair of the washed out portion of the road. Request Board action to proceed with advertising for construction for this phase of the project.

Board action to advertise for construction of the Alligator Drive Multi-Use Path Project.

e. BOARD ACTION: Transportation Alternatives Funding Cycle Applications

At the November 16th meeting, we reported the opening of the funding cycle for the FDOT's Transportation Alternatives program. 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. At the meeting, Oak Street in Lanark Village was mentioned for a path project and upon review of the proposed area it was determined that the elevation changes and some flooding issues could be worsened by the construction of a path. These concerns will need to be resolved before a formal application for a path in that area can be submitted. It is recommended that the Board proceed with submitting and ranking the two projects that were already in the queue.

Board action to resubmit the Transportation Alternative Grant applications for the Widening/Resurfacing of Phase I of the Multi-Use Path on St. George

Island and the River Road Multi-Use Path in Carrabelle and rank the projects by priority.

f. Board Action: Amendment 1 Supplemental Funding Armory Fire Suppression Grant
In early October, we reported that Franklin County had been offered an additional \$250,000 in grant funds from the State Fire Marshall's Office to assist with the installation of a fire suppression system at Fort Coombs Armory. To be able to accept the grant award, the county had to designate and obligate enough funds to complete the project. The county met this obligation through a combination of insurance proceeds and TDC sales tax funds. On December 16th, Franklin County received the formal grant amendment from the Fire Marshall's Office.

Board Action to accept the attached Amendment to the grant agreement with the additional \$250,000 in supplemental funding and authorize the chairman to sign.

g. BOARD ACTION: Acceptance of Edward Byrne Memorial Justice Assistance Equipment Grant

The Sheriff's Department applied for an Edward Byrne Memorial Justice Assistance Grant to purchase (6) weather resistant storage truck bed boxes. The attached grant award is \$2,016.

Board action to authorize the chairman to sign the Acceptance of Federal Funding Assistance for the Sheriff's Department JAG Equipment Grant.

**21. County Coordinator - Michael Morón
Action Items**

a. State's Fire Marshal's Office: Based on the Board's direction at the last meeting, I contacted the State's Fire Marshal's Office and expressed the Board's concerns about some of the Workshop discussion creating issues with the other volunteer fire departments in the county. Those other departments may feel that they are being penalized because of another fire department's actions. Ms. Melissa Dembicer, of the State's Fire Marshall's Office, explained that the Fire Marshal's presentation would be more of an explanation on their role and how they could support the Board as it relates to volunteer fire departments. They would not be here to discuss management of any volunteer fire department unless there is a reported safety violation. With that in mind, would the Board be interested in a short presentation from the Fire Marshall Office during your January 4, 2022 regular meeting instead of an afternoon workshop?

Board discussion and direction.

b. FDOT Update: As requested by Commissioner Ward at the last meeting, I contacted FDOT about appearing before this Board at least twice a year to provide an update on county projects. FDOT explained that it is a department policy not to appear at County Commission meetings, however a representative would schedule a meeting in the County to discuss projects and concerns with each commissioner individually. Would the Board like me to schedule such a meeting early next year?

Board discussion and direction.

c. Reef Permit: At your last meeting, Attorney Shuler presented a reef permit application

from the Apalachicola Reef Association (ARA) for your approval. As Attorney Shuler explained, this would be the second application the Board would sign with the ARA. Commissioner Parrish and Chairman Jones asked for additional time to verify the proposed location of the reef to make sure there would be no unintended consequences on other seafood related industries. Is the Board ready to approve the Chairman's signature on the reef permit?

Board discussion and direction.

d. Redistricting Letter: Recently, Representative Shoaf contacted Chairman Jones to discuss the State's Redistricting Committee's proposal to re-district House District 7. Due to the considerable population growth in Central and South Florida versus the Panhandle, and the constitutional tier one and tier two issues used by the committee staff to draw the maps, one map (H000H8005) would not only decrease the overall land size of House District 7 but would also pull in half of its population from downtown Tallahassee. The other proposed map (H000H8007) would meet the population requirement by extending House District 7 into more rural and coastal counties and keep House Districts 8 and 9 within their constitutional requirements. Representative Shoaf would like the Board to send a letter of support for the use of proposed map (H000H8007) to the Redistricting Committee which would allow House District 7, that includes Franklin County, to remain a rural and coastal district.

Board action to authorize the Chairman's signature on a letter of support to the State's Redistricting Committee supporting proposed map (H000H8007) for House District 7.

e. Contractor Notification Process: At a previous meeting, the Board asked that I create a system that would notify contractors when a bid is uploaded to the County's website. After conferring with 2kWebgroup, the least expensive and simplest approach would be to create an email account that would allow all interested contractors to submit their contact information and preferred method of notification (email or text). Then whenever a bid is uploaded to the website, each registered contractor would be notified of the new upload with a link to County's Bid and Award webpage. Does the Board have any questions or comments related to this proposed process?

Board discussion and direction.

f. TDC LOS: Last week, Mr. John Solomon your TDC Administrator asked for a letter of support for the Northwest Florida Tourism Council's "Adventure within Reach" application. With tourism as the County's number one private sector job creator and economic engine, Mr. Solomon thinks that the "Adventure within Reach" program would diversify the tourism product locally and within the region, creating a more resilient and sustainable economy all year long. The deadline for the letter of support was Monday, December 13, 2021, so I asked the Chairman to sign the letter with the anticipation that the Board would ratify his signature today.

Board action to ratify the Chairman's signature on the Adventure within Reach application letter of support.

Informational Item

g. TDC Report: The following is Mr. John Solomon's (TDC Administrator) report. The

collections report referred to in his report is attached. Do not hesitate to contact Mr. Solomon if you have any questions or concerns regarding this report. * The September 2021 collections were \$164,075.72. The total Collections for the 20-21 Fiscal year is \$2,458,248.97 a 71.65% increase over 19-20 fiscal year. Without the additional 1% that started in July of 2021 the collections would have been 2,115,544.12 which would have been a 47.72% increase, The largest ever increase before this year was 14.1%.*

22. County Attorney - Michael Shuler

Commissioners' Comments & Adjournment

23. Commissioners' Comments

24. Adjournment

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

Contact: Michael Moron, County Coordinator (michael@franklincountyflorida.com (850) 653-9783 x 155) | Agenda published on 12/17/2021 at 12:20 PM

**FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING
COURTHOUSE ANNEX, COMMISSION MEETING ROOM
DECEMBER 7, 2021
9:00 AM
MINUTES**

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

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

1. Call to Order

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

2. Prayer and Pledge

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

**3. Approval of Minutes
FCBCC Regular Meeting 11/2/2021 and 11/16/2021**

On a motion by Commissioner Ward, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, the Board approved the minutes from the Regular Meeting 10/19/2021 and 11/16/2021. Motion carried 5-0.

4. Payment of County Bills

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

5. Special Project Consultant – Alan Pierce – Update

Mr. Pierce informed the Board that staff received NOIs for the Eastpoint Channel Dredge and the Two-Mile Channel Dredge. The Corps will advertise for two weeks and if they receive no comments, the permits will be issued. Once permits issued, the construction plan will be sent to consortium and then payment will be sent to the County. Mr. Pierce said he is still working on the Eastpoint easement and there are no known problems with it at this time.

Chairman Jones said he knows that this has been a topic for a while and thanked Mr. Pierce for all his help in getting this done. Commissioner Lockley noted that the process dated back to before Hurricane Katrina. Mr. Pierce noted that the Corps is glad to do the work if the funding is there. The County could do their own dredging; however, we would have to get our own permits and funding.

6. Public Comments

Mr. Ashley Teat asked the Board to schedule a workshop to discuss the new location for the EOC. Mr. Teat spoke in favor of building the EOC at the Hwy 65 location by the Sheriff's department. Mr. Teat said that we need to look to the future and provide services for everyone. Mr. Teat also noted that today is Harbor Day and said he would like to remember all the guys who sacrificed on that day.

Mr. Bruce Graham spoke to the Board about a recent visit with Senator Ausley. He said that one of the topics of interest was what the airport does for the community. Mr. Graham said that Senator Ausley had confirmed that Gulf County has applied for a 7000-foot runway and that it was cheaper to add additional footage than to build a new runway. Mr. Graham said the other topic of interest was the FEMA survey for floodplain. He noted that Senator Ausley was on the budget committee, and he asked her to see why FDOT and FEMA have differing opinions. He said that she was very interested in low-income housing for Carrabelle. Mr. Graham said that the local pilots have a meeting tomorrow with the school to work with their STEM program. He said that they met with the Sheriff's office last week about providing a volunteer search and rescue service. He said that they are working on organizing a team and have five confirmed aircraft at this time. Chairman Jones thanked Mr. Graham for attending the meetings. Mr. Graham said the FAA shows the elevation is 22 feet and the FEMA flood map is saying 14 feet. Mr. Moron said this issue will be discussed later in the meeting, as representatives from Dewberry and Baker Donelson will be available for questions. They will be attending via Zoom.

Mr. Moron informed the Board that due Mrs. Griffith's items were added to agenda last evening and they would require allowing for public comments per Board policy.

Constitutional Officers

7. Clerk of Courts – Michele Maxwell – Report

Mr. Moron announced that Clerk Maxwell was attending a New Clerk's Training this week and had nothing to report to the Board at this time.

Department Directors Reports

8. Superintendent of Roads and Bridges – Howard Nabors

Informational Item

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

Mr. Nabors had no action items for the Board. Mr. Nabors stated they have a lot of shoulder work to do once they get caught up with the grass. Inmate labor is still limited with only seven inmates this morning. Chairman Jones asked Mr. Nabors to reach out to DOT regarding the erosion issue on the shoulder when coming off the island bridge. Chairman Jones asked him to inquire as to what can be done and how we may can help. Commissioner Lockley wished Mr. Nabors and his crew Happy Holidays and Merry Christmas.

9. Solid Waste Director – Fonda Davis

Informational Items

a. Eastpoint Civic Association- Rex Pennycuff request – Back in August, Mr. Pennycuff with the Civic Association requested clean-up for buildings in Eastpoint on the waterfront area. The Board instructed me to report on what myself and the contractor has discussed for clearing the buildings. In the discussion, it was agreed the landowner would pay the tipping fees up to \$10k if it reaches that amount. Mr. Davis said that he anticipates it to be about 25 loads about \$600 each.

Mr. Davis added the following item for the Board's approval.

Deer Carcass Receptacles

Mr. Davis reported that he was contacted by Mr. Mosteller from the airport regarding the receptacles and their proximity to the airport. Mr. Mosteller reported that some pilots had encountered issues with them flying in the air space. Mr. Davis said he is unsure what to do other than to move them to another location. He said that he was trying to find another place to put them. Chairman Jones said that he understands the issue, but he was not sure if we have another place to put them. Mr. Davis suggested putting them near the boat ramp at Abercrombie Landing but noted that is a long way out. Commissioner Parrish said if there are no receptacles available the carcasses will be thrown on the side of the roads. So, it is going to be an issue one way or the other. Commissioner Parrish said it is an ongoing issue and the hunters need to be more conscientious about where they place the carcasses. Commissioner Parrish said we can't be responsible for what is flying about in the air. Mr. Davis said the biggest thing is people aren't using them and throwing the carcasses on the side of the road. He said if we place the receptacles the Abercrombie Landing, they would be on camera. Chairman Jones suggested talking to FWC to see if we could set up some stations in the forest where the hunters can dress and leave the carcasses there. Commissioner Lockley wished Mr. Davis and his staff a Happy Holiday.

Commissioner Boldt said that Lanark Village is considering a recycling area for exclusive deposit for vegetation. It is his understanding the Parks and Recs department will lock and unlock the area each day. Commissioner Boldt said he suggested that they put it at the eastern end of Oak Street, kind of where the road begins to circle.

Commissioner Lockley asked who was over the hunters. Chairman Jones said he did not believe there is a local association. Mr. Pierce noted that there used to be a dog hunters association, but he does not believe it is still active. Commissioner Lockley said that the board isn't over it and he believes it to be a problem for the state. Mr. Pierce said he believes the state just issues the license. He suggested maybe putting a carcass receptacle by the check station. Chairman Jones said that would go along with what he is thinking. Then before the hunters leave the hunting area, they have somewhere to dispose of the carcasses. Chairman Jones thanked Mr. Davis and his staff for all they do. Commissioner Lockley made a motion to send out a public announcement to direct hunters to use the receptacles provided. Mr. Moron said that he could this without having to pay to advertise in the newspaper. He will work with the radio and staff to get the message out.

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

Item 19. c. BOARD ACTION: Advertisement for Bids – Modular Scale House at Landfill

In October a mold assessment was completed on the scale house building at the landfill which is 25-30 years old. The small building was found to have mold. The inadequate insulation and oversized cooling system have fostered excess moisture in the air inside the building and cracks in stucco finish over the wood frame has allowed water intrusion over the years. The replacement of the scale house was part of the landfill's capital improvement plan schedule as presented during the county budget process as a need 2-3 years in the future at a rough cost estimate of \$50,000. As the mold assessment has drawn attention to the poor condition of the building and the need to make repairs now the landfill has requested that the Board approve advertising for bids for the replacement modular scale house in the current year. The replacement scale house would meet modern wind load, efficiency, and accessibility requirements. The landfill tipping fee fund along with the landfill's remaining insurance proceeds from Hurricane Michael could fund the repairs in the current year.

Board action to approve advertising for bids for the replacement modular scale house at the landfill.

On a motion by Commissioner Lockley, seconded by Commissioner Boldt and Commissioner Ward, and by a unanimous vote of the Board present, the Board approved advertising for bids for the replacement modular scale house at the landfill. Chairman Jones called for public comments and there were none. **Motion carried 5-0.**

- b. Right-of-Way Debris Pickup Report (see attached document)
- c. Recycle Material Hauled Report (see attached document)

10. Emergency Management Director – Pam Brownell

Informational Items

Informational Items

- a. 12/07/21-12/09/21 Pamela Brownell and Jennifer Daniels will be attending the State Directors Workshop in Ocala.
- b. EOC Staff completed quarterly reports for EMPG and EMPG ARPA. Currently completing the EMPA quarterly report.
- c. 11/30/21-12/02/21 Amanda Anthony attended the G197 Class via Zoom.
- d. 12/01/21 EOC Staff attended the Transportation Disadvantaged meeting.
- e. EOC Staff applied for and received a grant from Duke Energy for \$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.
- f. EOC staff continue to update plans and contracts for Franklin County. This includes our Logistics plan and MOUs with our partnering organizations.

g. 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

Mrs. Daniels appeared via telephone. Chairman Jones thanked them for their assistance in using the billboard to let people know why the pier is closed. Mrs. Daniels said they would be glad to put the information regarding the deer carcasses and they have seven kiosks around the county. Commissioner Lockley wished Mrs. Daniel and her staff a Happy Holiday. Chairman Jones thanked them for everything they do for the Board and the residents of the county.

11. Extension Office Director – Erik Lovestrand

Informational Item

General Extension Activities:

- a. During this period, the Extension office assisted citizens on topics of palm trunk rot, citrus greening symptoms, soil testing, hydrangea disease, and more.
- b. Extension Director participated in a regional Natural Resources program team meeting in Jackson County.
- c. Extension Director serving in an “interim” role for the Wakulla County Extension office during the search period for a new County Director in that office. Mostly via email communication, occasional check-ins with staff and signing official paperwork as needed.

Sea Grant Extension:

- d. Extension Director participated in the virtual Reserve Advisory Committee meeting for the Apalachicola NERR.
- e. Extension Director participated in a meeting to discuss potential metrics to be used in an improved model for gauging necessary flows in the Apalachicola River to preserve important ecological functions.
- f. Extension Director participated in conference call with the Apalachicola caucus/RCSC group for the river basin to catch up on recent events in basin management.

4-H Youth Development:

- g. The annual Florida 4-H Public Speaking contest is coming around again. Extension staff will be sending out information to Franklin County teachers soon regarding dates and guidelines.

Family and Consumer Sciences:

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

Agriculture/Home Horticulture:

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

Chairman Jones inquired as to how many IFAS offices UF had around the state. Mr. Lovestrand said there is an office in each county. Chairman Jones said the work Mr. Lovestrand's office does with 4H and the nutrition programs are what help people have a full life with meaning. Commissioner Lockley wished Mr. Lovestrand and his staff a Happy Holiday.

12. Library Director – Whitney Roundtree

Informational Items

- a. Submitted the statistical report and final documentation needed for the 2022 State Aide to Libraries Application.
- b. The new gazebo was installed at the Eastpoint branch on Friday, December 3rd. This project was funded by the Friends of the Franklin County Public Library.
- c. The Franklin County Public Libraries will be closed December 23rd-25th in observance of the Christmas Holiday, as well as December 31st and January 1st for the New Year's Holiday.
- d. I am working with Eagle Tree Technologies to get a full assessment of the libraries' equipment and quotes for potential upgrades.

Library Events:

Franklin County Public Library Eastpoint Branch 160 Hickory Dip Rd

Eastpoint

(850) 670-8151

- December 7th – Diabetes Awareness at 10:00am-11:00am. Have all your questions about diabetes answered from a trained professional. No appointment is needed, and this program is free and open to the public.
- December 7th– Book Chat at 1:30pm. This group meets once a month to discuss the current books they have been reading or maybe interested in reading. There is no set book for this group; the book of choice is up to the individual.
- December 7th-Amazing Athletes-10:00am ages 2-5. Amazing Athletes programs are taught in group settings, allowing coaches to incorporate lessons on teamwork, sportsmanship, and self-confidence. Most importantly, we teach each child at his or her own pace, helping them to meet, master, and exceed their motor development milestones and personal goals. By encouraging each child on an individual level, our athletes gain the confidence and personal insight to encourage a love of fitness that can stretch through adolescence and adulthood.
- December 9th- Anime Club-4:00pm. This group meets once a month to discuss new events and their favorite anime characters, books and more. It is great way to meet others who share the love of anime and to make new friends.
- December 13th- Grinch Storytime- 4:00pm. The Grinch comes to the library. The story is How the Grinch Stole Christmas, and it will be read by the Grinch himself followed by a Christmas craft the kids can take home.
- December 15th - Writers Forum at 1:00pm. Interested in becoming a writer? This group meets once a month to discuss new ideas and learn useful tips from local author, Dawn Radford.

- December 15th- Healthcare Enrollment at 4:00pm-8:00pm. Navigators from Big Bend Area Health Education Center will be available to provide FREE, unbiased help applying for and enrolling in federal marketplace health insurance plans! The library will have extended hours for this event and will be open until 8:00pm.

Franklin County Public Library Carrabelle Branch 311 St. James Ave. SE
Carrabelle (850) 697-2366

- December 2nd, 16th- Maker Space at 4:00pm. This group meets twice a month to learn how to build and design different things and learn about different topics ranging from science, math, and art and more!
- December 3rd– Book Chat at 1:30pm. This group meets once a month to discuss the current books they have been reading or maybe interested in reading. There is no set book for this group; the book of choice is up to the individual.
- December 4th, 11th, and 18th - Plant Clinic at 11:00am-1:00pm. This program is hosted by the Franklin County Master Gardeners. If you have any concerns or questions about your garden or plants this is the place to find the answers.
- December 7th-Amazing Athletes-3:00 PM ages 2-5. Amazing Athletes programs are taught in group settings, allowing coaches to incorporate lessons on teamwork, sportsmanship, and self-confidence. Most importantly, we teach each child at his or her own pace, helping them to meet, master, and exceed their motor development milestones and personal goals. By encouraging each child on an individual level, our athletes gain the confidence and personal insight to encourage a love of fitness that can stretch through adolescence and adulthood.
- December 14th- Anime Club-4:00pm. This group meets once a month to discuss new events and their favorite anime characters, books and more. It is great way to meet others who share the love of anime and to make new friends.
- December 16th- Poetry Workshop at 1:00pm. Anthony Watkins will be here sharing and discussing work from local poets as well as a general discussion about all things literary. If you are interested in writing and learning about poetry, give this workshop a try.
- December 17th - Christmas Storytime at 4:00pm- This is a program for younger children to come to the library and listen to a story read by a member of our staff followed by a craft that the children can take home.
- December 18th- Healthcare Enrollment at 10:00am-2:00pm. Navigators from Big Bend Area Health Education Center will be available to provide FREE, unbiased help applying for and enrolling in federal marketplace health insurance plans!

Chairman Jones inquired as to the agreement with Eagle Tree. Mrs. Roundtree said that she would have more information for the Board at the next meeting. Commissioner Ward asked if the library had a drop off for retired flags. Mrs. Roundtree said that they do and once they are full, the Veterans' office picks them up to be properly destroyed. Mr. Moron noted that he thought there was one in the Veterans' office in the courthouse. He said that he will confirm and push this information out to the public. Commissioner Lockley wished Mrs. Roundtree and her staff a Happy Holiday. Chairman Jones thanked them for all they do.

Other Reports

13. Interim Airport Manager – Ted Mosteller

- a) FYI: On Monday November 22, a group of stakeholders of the airport met at the FBO for discussion and information concerning the airport with Senator Lorraine Ausley. The meeting appeared to go well and concluded with a quick tour of the airport. Those present were Senator

Ausley and her assistant Tracy Williamson, BCC Chairman Ricky Jones, Ted Mosteller, Gordon Hunter, Bruce Graham, Tara Maugham, and Andrew Hartman. Afterward and after an appearance at the county office, Senator Ausley and Tracy visited the Carrabelle Airport with Bruce and company.

b) Discussion: Commissioners—we have a safety issue at the airport.

From experience, I have personally dodged buzzards in the flight pattern, and several years ago a corporate turbine aircraft bird strike-- and have expressed my concerns before—resulting in the deer carcass container and later it being moved from the actual landing/takeoff path—which has helped—however now we have had another actual bird strike—only resulting in a damaged aircraft—the buzzard struck the pitot tube which feeds critical static information to the static system—which is airspeed, altitude, attitude, etc.,(critical information, the pilot needs for a safe landing, etc.) luckily with no personal physical infliction.

I am somewhat cognizant of the situation of the hunters dumping deer carcasses and having a receptacle to place them in and then moving it out of the flight path--has obviously helped. But the buzzards obviously know where they are.

The solution is of course for the hunters and others to be responsible and not dump the carcasses--and the receptacles to be positioned well away from the airport????

Discussion?

c) FYI Water leak at #311

d) Equipment maintenance/service

e) Previous proposed and current projects are in engineering and staff.

Mr. Mosteller reported that there is an issue with the lights, and it affects landing at night. It is about thirty years old and probably needs to be replaced. TCA has looked at it and Mrs. Erin can bring something more on that. We've requested a quote for replacement value. Commissioner Lockley asked if it is interfering with the lights at night. Mr. Mosteller said normally the lights stay on for 15 minutes and they time out. Currently they are not staying on for 15 minutes, if the pilot is in the process of landing and the runway lights go out, this is a problem. It is a safety issue that needs to be addressed one way or the other. Commissioner Lockley asked Mrs. Griffith if there was money to repair. Mr. Moron said that Mrs. Griffith has a more detailed item on her report with options for the Board.

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

19. d. BOARD ACTION: TCA Electrical Contractors Runway 6-24 Lighting System

TCA Electrical Contractors is the contractor for the installation of the new lighting system for Runway 6-24. While TCA was on-site, Stan with Centric Aviation asked TCA to investigate why the runway lights, when turned on by pilots, would intermittently turn off within three to seven minutes instead of staying on for the full fifteen minutes as intended. Two TCA technicians spent a total of approximately 15 hours trying to troubleshoot this issue with the control system in the

vault which had been patched and repaired many times over the years. The invoice for the troubleshooting totaled \$825.

John Collins with AVCON has told TCA that the proper procedure would have been for the county to approve the work prior to incurring the expense. As the issue seems to be more complex than what was originally thought, will the Board approve payment for the time already spent troubleshooting the issue and request a formal written estimate from TCA Contractors to complete the repairs on the vault control system?

Board action to approve payment of the invoice for the hours incurred troubleshooting the issue with the vault controls at the airport and request an estimate to complete the repairs.

On a motion by Commissioner Parrish, seconded by Commissioner Lockley, to approve payment of the invoice for the hours incurred troubleshooting the issue with the vault controls at the airport and request an estimate to complete the repairs.

Chairman Jones asked if we are approving both in one, to pay the invoice and to get an estimate. Mrs. Griffith said yes together is fine. We do have a bid policy threshold of \$10k but since it is a pressing matter would the Board like to authorize Mr. Moron to approve up to \$10k for the repairs. Attorney Shuler said it seems like we have a factual basis for the Board to declare an emergency. The Board can except the factual basis stated by Mr. Mosteller for waiver of the local bid policy based on an emergency. Attorney Shuler recommended an amended motion to waive the bid policy and declare an emergency based on Mr. Mosteller's stated information.

Commissioner Parrish amended his motion to include waiving the local bid policy due to declaring it an emergency, pay the invoice that was incurred while troubleshooting and to authorize Mr. Moron to authorize up to \$10k for the repairs, seconded by Commissioner Lockley.

Commissioner Lockley asked if we are going to put a new receiver in, and Mr. Mosteller said yes. Mr. Moron said we are going to ask them to tell us what is wrong with it. Mrs. Griffith said it makes sense to have them look at it since they are on site replacing the runway lights. Chairman Jones called for public comments. Mr. Graham said that it is scary when the lights shut off at night and thanked the Board for taking care of this. **Motion carried 5-0.**

Commissioner Lockley wished Mr. Mosteller and his staff a Merry Christmas.

The Board recessed at 9:55 a.m. and reconvened at 10:05 a.m.

The Board addressed the following item from the agenda at this time.

15. Dewberry & Baker/Donelson – County Flood Map Update 10 a.m. (ET)

Mr. Jarrett Mattli, Mr. Duncan Hasty, and Ms. Shannon Brewer with Dewberry joined the meeting via Zoom.

Attorney Shuler asked Mr. Mattli if he had heard from Ms. Wendy Huff Ellard from Baker Donelson. Attorney Shuler said he was emailing Wendy now to see if she would be joining the meeting. Attorney Shuler explained that the purpose of the call is to give the Board a presentation,

essentially a synopsis of the flood map amendment, how it started, and progressed from 2011 up to now. He explained the Dewberry firm sent an email with a variety of options and narrowed down to option 3. The request is to request FEMA allow there be a further amendment to the flood map, to put the airport into a shaded X. This process will take about two years. A copy of the summary is below.

Issue Summary: FEMA Preliminary Flood Hazard Determination for Franklin County, Florida

Background

As a FEMA Cooperating Technical Partner (CTP), the Northwest Florida Water Management District

(NFWFMD) has been working to update the flood maps in the Florida Panhandle, including Franklin County, for several years. NFWFMD contracted with engineering firm Dewberry to perform the flood map modeling. Based on Dewberry's modeling, FEMA issued preliminary flood hazard determinations for unincorporated Franklin County, including the area encompassing and surrounding the Apalachicola Regional Airport.

When the current effective Flood Insurance Rate Maps (FIRMs) were issued on February 5, 2014, no new analysis had been performed for the area surrounding the Apalachicola Airport. Thus, the 2014 update kept the airport primarily in Zone X, an area of minimal flood hazard.

The preliminary flood maps, which are currently on track to become effective in early 2023, will revise the area to a Zone A, which is considered a high-risk area.

Issue

A Zone A determination will create additional burdens for development and construction at and around the Airport. Additional requirements will be imposed to obtain a permit (see Flood Ordinance § 105.2) and more restrictive requirements will apply for design and construction (see Flood Ordinance § 301.2). A Zone A designation also creates a mandatory flood insurance purchase requirement. There are also additional requirements imposed by the Federal Aviation Administration (FAA) for use of grant funds in a flood hazard area.

Options

The data that resulted in the proposed Zone A determination for this area was developed by Dewberry using 2-D modeling methods in XPSWMM, which is a common modeling approach for flat areas exhibiting unconfined flows. During recent meetings, community officials expressed concern over the amount of anticipated flooding indicated by the proposed determination (compared to the effective), given the relatively small size of the area, lack of historical flooding, and extensive stormwater drainage network surrounding the Airport located at the center of the study area. Understanding the County's concerns, Dewberry is currently requesting permission from FEMA Region IV to facilitate a Revised Preliminary issuance for the maps applicable to the County.

Dewberry is requesting FEMA's approval to change the proposed Zone A analysis results on panels 0507, 0509, and 0510 (those encompassing the Airport) to a Shaded Zone X. This proposed update will need to be conducted via FEMA's Revised Preliminary issuance process. The Revised Preliminary issuance would require reworking and reissuing the preliminary products developed for Franklin County.

Dewberry does not believe that the Zone A analysis results are incorrect for Franklin County, but does believe that the analysis results can be aligned with FEMA's definition for a Shaded Zone X. As defined by FEMA's FIRM Panel Legend, the Shaded Zone X can represent "areas of 1% annual chance flood hazards with average depths of less than 1 foot" or areas of 1% annual chance flood hazards "with drainage areas less than 1 square mile." Dewberry believes the proposed flood study results in Franklin County (shown on FIRM Panels 0507, 0509, and 0510) fit both requirements for a 1% annual chance analysis being shown as a Shaded Zone X. In addition, Dewberry believes that prior precedence has been established for this change and the request proposed to FEMA.

The Shaded Zone X will still convey a flood risk for the studied area but would not carry the mandatory flood insurance purchase requirement that is applicable to a Zone A designation. Shaded Zone X would, however, may still result in additional requirements for FAA grant-funded work, e.g., analysis related to environmental impacts in the floodplain. We are working to confirm this.

The proposed changes (Shaded Zone X conversion) would be considered outside of the original scope that was proposed and communicated for Franklin County's revision by Dewberry. As a result, Dewberry has proposed a cost of approximately \$45,750 for this effort (with potential to pursue cost share arrangement among Franklin County, City of Apalachicola, NFWFMD, and Dewberry). This option is expected to delay the issuance of effective flood map revisions in the Airport area for approximately one year.

Parallel Study and Mitigation

Assuming FEMA approves the revision proposed by Dewberry, the County would have approximately one year to pursue additional efforts to resolve the flood hazard issue, including conducting an additional, more in-depth analysis using survey data to determine if different results could be achieved, pursuing mitigation grant funding to reduce the flood risk in the area, or both. Dewberry's study was not a full detail study and did not include any stormwater drainage in the area. Additional, more in-depth analysis would reveal whether inclusion of this information would change the outcome.

Appeal

FEMA will consider appeals of preliminary flood hazard determinations that are filed within the regulatory timeframe (here, by January 12, 2022) and which tend to show the preliminary flood hazard determination is scientifically or technically incorrect. We have consulted with engineering firm MRD Associates, Inc. as to the feasibility of appeal. Based on MRD's preliminary review, they understand that the runways and tarmac are 11-14 feet above the base flood elevation, while the areas surrounding the tarmac and runway are lower. There are, however, low lying points

between the runways and the tarmac that are the areas driving the results of the analysis. Should a 100-year flood occur, it is likely the water pooled in these areas would have no place to go and result in a 1 ft flood for the tarmac and runways. This 1 ft metric would allow a Shaded Zone X determination, as opposed to a Zone A. MRD has advised that filing an appeal within this timeframe will be challenging. And, even if it can be done, is unlikely to produce results different from those described above (conversion of certain areas from Zone A to Shaded Zone X). The cost of this option would be greater than \$50,000. Failure to file an appeal by the deadline does not prevent the County from seeking a change to the flood map based on new or additional data after that date. FEMA can revise the Flood Insurance Rate Map and Flood Insurance Study at any time. The effect of not filing an appeal is that it does not delay or prevent the preliminary flood hazard determination from becoming effective.

Attorney Shuler turned the presentation over to Mr. Mattli with Dewberry. He gave a brief overview of the history of the project. The proposed map amendments were triggered by a SCOPING effort project which started in 2011. This project was completed by NWFL Water Management district, and the watersheds that were impacted by this project. Dewberry was not involved in the scoping for the project. The scope came down to create updated areas, two areas on either side of Carrabelle and an area on the west of Apalachicola. The discovery conversation laid out the scope revision and typically it takes a few years for FEMA to pass down funds. Once the project was initiated, it was turned over to Dewberry. Roughly in 2015 through 2018 we started our data development workflows, lead to our flood map results, rolled out to community in 2018. In middle of 2019 the official formal preliminary products were issued, FEMA's official draft mapping product. This is when we want to start communicating the proposed changes to the public. Meetings held in July 2020, looked to discuss the path with the community. We held another meeting in May 2021 to discuss a virtual open house due to the impacts of Covid. Web based system with meeting scheduling features. We coordinate with flood plain administrator to get the information out to the property owners who were impacted. We have initiated our appeal period, and it gives the public 90 days to appeal. I believe the deadline is January 12th. Mr. Mattli presented the maps to the Board with the analysis by Dewberry. Mr. Mattli said they were waiting to hear from FEMA to see if they will allow the revised analysis.

Ms. Wendy Ellard with Baker-Donelson spoke to the Board addressing the issue with the proposed flood hazard determination maps. Ms. Ellard noted that an appeal must be based on scientific or technical data. She said that she understands that the airport doesn't flood but unfortunately FEMA doesn't consider that without scientific information. She said her firm had reached out to MRD to see what their views were and basically to get a second opinion to see if an appeal is possible and if it is sustainable. MRD looked specifically to the three flood panels, and as of now MRD say they agree with Dewberry based on the technical data. Ms. Ellard said they are working to see if FAA will require heightened requirements with a shaded zone x. They are hoping to maybe find a middle ground. She said their review of the definition of a flood plain, under EOC and FAA, is the shaded zone x would not be triggered. She said they would continue seeking approval from FEMA. We think that this is a viable option and hope that FEMA will approve it. We understand from the Dewberry team that the definition that applies with shaded zone x seems to fit with what we have going on at the airport. There is some precedence for this to be considered as the shaded zone x.

The end goal is to have similar areas. One thing as far as timing and cost. The shaded zone x to get FEMA's approval and taking care of the follow up. The Dewberry team is working to get FEMA's approval. We are looking at getting any additional political support to help convince FEMA that this is appropriate and is supported by data. If we can convince FEMA to do this, it would require a process, Dewberry's position is outside the scope of work they were brought on to do. If we do the work and complete the job required, it will cost around \$50K. There are some possibilities that the cost can be shared with the county, city, airport, and Dewberry. The timing for the shaded zone x, this would delay the new updated map. We would have an additional two years under the current map. The appeal must be filed by January 12th. From all indications currently the best we could reasonably hope for would be a shaded zone X.

I think the cost estimate to redo the map and complete the work required to get us formally into a shaded zone X is around \$50,000 and again Jared can correct me if I'm understanding that wrong so there would be a cost there are some possibilities that cost can be shared between the county, the city, the district, and Dewberry.

LMRO it is based on the specific characteristics of the area. Specific determination of the area. Takes about two years, send in technical data and specific flood risk is. As far as our recommendation, to pursue FEMA's approval of the shaded zone X. This is kind of a bird in the hand type of situation including using whatever political capital we can to get it done. Recommend taking the year that this is going to require to look at the data and determine what we will do next. We will get another letter this time next year, we could appeal. This would buy more time. Commissioner Boldt said that we should think primarily of preserving this valuable development and future use. He said that anything that will preserve our abilities to get future funding.

FEMA has come through here and declared flood zones. Are you saying these fees are for the purposes of completing FEMA's homework? I wouldn't say that it is a correction, we have had meetings with your people and produced draft results. Mr. Hasty with Dewberry offer that we are willing to make some concession on the costs, from our standpoint we did what we were asked to do. It is not a small effort to go back and redo the maps. We are hoping FEMA will let the revision be made. He said he believes the district will help with the costs also. We must go through the effort of making the changes, we must walk back through FEMA's process. We need approval from them to update the maps, it is on their radar. We have been hounding them, we want a decision from them, and we are pushing as far as we can to get the decision. Commissioner Boldt said he supported option three, wants to make sure that it is a direction that when we go back to request funding, we want to look squeaky clean. It is critical to get with FAA to see how they would view a shaded zone X. There is not a lot of information as to how it is considered. FAA and DOT flood plain is defined as classification the 100-year flood. So, a shaded zone X should not be consider a flood plain. We want to make sure that is the case, as soon as we get this information from FAA we can come to the next meeting or send in a memo. We need to make the decision on the appeal today or ASAP. Commissioner Boldt said he would like for the inventory to be probably surveyed and reported. Chairman Jones said he feels the offer from Dewberry and NWFL is the best way forward. Commissioner Ward said we have leaders from the state and federal level. Is there a way that we can reach out to our state and federal levels? Attorney Shuler said he feels the Board should

make this direction via a motion. He said that in the consensus in the phone conference was that asking assistance from the state and federal would not be harmful but potentially helpful. Noted that Senator Rubio stood before the Board some time ago and vowed to help the county on FEMA related issues. Alluded that they have lobbyist in Washington that they may be able to activate. Attorney Shuler said the decision before the Board today, is whether to file the appeal, go through an administrative process parallel to that and ask assistance for state and federal representatives. Ms. Wendy said that the deadline to file an appeal is January 12th it would have to include scientific data from MRD that would be a written request to FEMA. She noted concerns in getting this done within the timeline. Or we can push forward with FEMA try to get the shaded zone X adjusted. Then assuming FEMA approves, we will have the opportunity to appeal it. My concern is that if we hurry through an appeal now it would be better use of time and money to push forward now and get the shaded zone X. See if we really think that an even better designation is supported. I think the work that Dewberry would do over the next year would be beneficial in evaluating that. This will give the MRD team additional time to provide data. The overall outcome will be better.

Chairman Jones said to clarify you would not recommend moving directly to an appeal but the share cost option requesting FEMA adjust the map to a shaded flood zone X.

Commissioner Lockley inquired as to the timeline. Mr. Mattli said there's always a process to request FEMA revisions, we are going to try and consolidate as much as we can, it would not be the only chance to request a revision. Commissioner Lockley asked if after a year it is not resolved will we have to come up with more money. Chairman Jones said that is a hard question to answer. Mr. Moron said without the study it is hard to say, with this we are basically buying some time. Chairman Jones said according to the FAA the airport is 22 feet above sea level, the proposed revised map shows it at 14 feet. This will give us an opportunity to make sure that the information provided is true and correct. Commissioner Ward said if all satellite imagery was lidar technology, which all new technology now. She asked if someone had surveyed the area from the ground. From the sky it may look like a low-lying area but when you get on the ground it may not be. With all the new technology they say they don't really get boots on the ground. Maybe we could get someone out to survey on the ground and determine like the 22 vs 14 feet. Mr. Mattli said the analysis created is an approximate analysis. A more in-depth analysis would be a detailed analysis. Lidar is highly accurate and close to survey grade. It is accurate within inches and to the extent that FEMA has allowed map amendments. With a detailed analysis many years ago, it would include structure surveys but also channel cross sections. That is something that has gone by the wayside because the lidar data is so accurate. Commissioner Lockley asked how long this designation would last. Mr. Mattli said FEMA does update their maps periodically but doubtful that it would be updated. There may be some update for north side of county. Would encourage if you are solicited for input or involvement for an update, note your concerns early in the process. Commissioner Lockley said we should access them all together, and Mr. Mattli said he agreed that it should be done holistically.

Commissioner Parrish made a motion to approve option 3, Commissioner Lockley seconded.

Commissioner Lockley said he doesn't know how to fix this just knows that it needs to be done. This is something that we need to watch closely. If they are going to do a map, do the entire county

at one time. Mr. Moron said we want to be very clear that the option 3 we are referring to the option given to us, going to shaded X zone, splitting that cost with as many parties as possible, and to start contacting everyone in the world who can assist with getting this resolved for us. Chairman Jones confirmed and said the cost will be shared with Dewberry, Northwest Florida, the city, and the county. **Motion carried 5-0.**

The Board recessed at 11:20 am and reconvened at 11:32 am.

14. SHIP Administrator – Lori Switzer-Mills

Action Item

a. Hurricane Housing Recovery Funds (HHRP):

I received an email (dated November 22, 2021) from Ironwood Homes stating that the company that they ordered the Exposure D home from on July 15, 2021, advised them that they will not build the home due to picking up an exclusive contract with FEMA. Through Ironwood Homes, Town Homes has agreed to build the specialized Exposure D home for \$110,027.10. (This is a price increase of \$24,999.89 for the home)

The total Manufactured Home replacement amount approved so far for 552 Oyster Road is \$89,752.21.

The new breakdown in the cost for this home replacement:

\$110,027.10 New Home cost

\$425.00 Septic Pump-out & Inspection (paid)

\$4,300.00 Septic Replacement (Capital Area Community Action \$9,000)

\$114,752.10 Total new cost

The change in the amount of the home is still the lowest bid. The other bid price was

\$120,000 (was not an exposure D home)

Ironwood Homes will be ordering this home as soon as this new amount is approved, I do not have confirmation yet on when it will be delivered. Ironwood Homes is trying to get this built quickly and hopefully delivered between January – March 2022.

I am requesting a motion to change the total amount of the mobile home replacement for 552 Oyster Road, Apalachicola from \$89,752.21 to \$114,752.10.

Chairman Jones questioned the septic replacement breakdown. Mrs. Switzer-Mills explained that Capital Area Community Action contributed \$9,000, and the total was for \$13,300.00.

On a motion by Commissioner Parrish, seconded by Commissioner Lockley, and by a unanimous vote of the Board present, the Board authorized the revised breakdown for the mobile home replacement for 552 Oyster Road, Apalachicola, from \$89,752.21 to \$114,752.10.

Commissioner Lockley asked Mrs. Switzer-Mills if this would be the last home purchased. Mrs. Switzer-Mills said there will be one more in Apalachicola and one to two home repairs. Commissioner Lockley asked if there were funds to purchase one more. Mrs. Switzer-Mills said yes, one home and one to two repairs. Mrs. Switzer-Mills said to her knowledge we are not going to receive any additional funds for this program. **Motion carried 5-0.**

Presentations and Requests

15. Dewberry & Baker/Donelson – County Flood Map Update 10 a.m. (ET)

Item addressed earlier in the meeting.

16. CareerSource Gulf Coast – Kim Bodine (Executive Director) – Request

- a. GCWB Bylaws
- b. Interlocal Agreement

Ms. Bodine presented two items for the Board's approval. The revisions were brought about by policy changes made by DEO and the enactment of the Reach Act. Ms. Bodine explained that the agreement was between all the counties in the region (Bay, Gulf and Franklin), as well as Gulf Coast State College and CareerSource Gulf Coast.

On a motion by Commissioner Lockley, seconded by Commissioner Ward, and by a unanimous vote of the Board present, the Board authorized the modifications to the CareerSource Gulf Coast bylaws and Interlocal Agreement with Gulf Coast Workforce Development Board, Inc. dba CareerSource Gulf Coast and Gulf Coast State College.

Commissioner Boldt noted that the bylaws' purpose in Article 2 doesn't say anything about supporting workforce housing. Ms. Bodine stated that CareerSource Gulf Coast does not have any funds for workforce housing nor is it under their prevue. Commissioner Lockley asked Ms. Bodine to explain what they do for Franklin County. Ms. Bodine said they have workers under Hurricane Michael, Sally and Covid at this time. They support students and sponsor a six-week program in the summer for about 25 students. Ms. Bodine said they will be launching an in-school youth program over the next year. This program will help students complete their education, and either help them pursue a secondary education or help place them in a job. Ms. Bodine said that anytime there is a disaster funds are provided for the program.

Motion carried 5-0.

RFP/RFQ/Bid Opening

17. CR 30A Improvements – Sealed Bid Opening

The Franklin County Board of County Commissioners will receive sealed bids from any qualified person, company or corporation interested in constructing: CR 30A IMPROVEMENTS FROM THIRTEEN MILE ROAD TO US 98 FPID #440621-1-54-01. Project is in Franklin County, Florida and consists of approximately 5.291 miles of roadway construction on CR 30A in Franklin County, Florida.

Mrs. Griffith and Mr. Moron opened the bids as follows:

1. CWR Contracting, Inc. from Tallahassee, Florida
Bid Amount: \$4,840,217.74
Bid Bond included
2. Roberts and Roberts, Inc. from Tallahassee, Florida
Bid Amount: \$4,971,714.96
Bid Bond included

On a motion by Commissioner Lockley, seconded by Commissioner Parrish, and by a unanimous vote of the Board present, the Board authorized turning the bids over to Mr. Curenton for a review and recommendation. Motion carried 5-0.

Commissioner Lockley noted that the paving in Lanark Village is looking good.

18. St. George Island Fishing Pier Road Repairs – Sealed Bid Opening

Pursuant to the regulations found at 2 Code of Federal Regulations (CFR), Part 200 at seq., in addition to the statutory authority requirements and programmatic guidance governing the Federal Emergency Management Agency (FEMA) Disaster Recovery Programs the Franklin County Board of County Commissioners will receive sealed bids from any qualified person, company or corporation interested in constructing: ST. GEORGE ISLAND FISHING PIER ROAD REPAIRS. Project is located at the St. George Island Fishing Pier Road in Franklin County, Florida and consists of replacing riprap, repairing guardrail and ribbon curb, and patching the asphalt roadway due to the storm damage.

Mrs. Griffith and Mr. Moron opened the bids as follows:

1. CWR Contracting, Inc. from Tallahassee, Florida
Bid Amount: \$250,069.96
Bid Bond included
2. Pigott Asphalt and Sitework, LLC from Crawfordville, FL
Bid Amount: \$169,472.23
Bid Bond included

Mrs. Griffith said that they will be turned over to Dewberry and noted that both bids were above the amount initially budgeted for the projects.

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

County Staff & Attorney Reports

19. Fiscal Manager/Grants Coordinator – Erin Griffith

a. BOARD ACTION: Addendum to Professional Services Agreement for FEMA Funded Recovery

In late 2017, Franklin County solicited an RFQ for engineering services relative to FEMA Funded Recovery Efforts. Franklin County entered into an agreement with Dewberry Engineers to provide this service in February of 2018. The agreement allowed for two (2) year continuing service contract extensions from the date of signature with an option of renewals for up to (5) years total. Per FEMA policy and guidelines, the attached addendum incorporates the required provisions and terms which are to be included in all contractual agreements for services in connection with the response and recovery effort from an emergency disaster event. This agreement addendum and its provisions were adhered to during the activation of the contract even though not on the original executed contract before the disaster between Dewberry and the County.

Board action to formally approve the Agreement Addendum Amendment A with Dewberry Engineers for FEMA Funded Recovery and authorize the Chairman to sign.

On a motion by Commissioner Lockley, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, the Board approved the Agreement Addendum Amendment A with Dewberry Engineers for FEMA Funded Recovery and authorized the Chairman to sign. Chairman Jones called for public comments and there were none. **Motion carried 5-0.**

b. BOARD ACTION: LAP CR370 Alligator Drive Multi-Use Path Project Contract for CEI-AECOM

At the October 19th meeting, the Board accepted the cost estimate and authorized the Chairman to sign the notice of award for the CEI to AECOM Technical Services, Inc. The draft contract for the CEI has been reviewed and approved for FDOT.

Board action to approve the CEI contract with AECOM and authorize the Chairman to sign.

On a motion by Commissioner Boldt, seconded by Commissioner Ward and Commissioner Parrish, and by a unanimous vote of the Board present, the Board approved the CEI contract with AECOM and authorize the Chairman to sign. Motion carried 5-0.

c. BOARD ACTION: Advertisement for Bids – Modular Scale House at Landfill

In October, a mold assessment report was completed on the scale house building at the landfill which is 25-30 years old. The small building was found to have mold. The inadequate insulation and oversized cooling system have fostered excess moisture in the air inside the building and cracks in the stucco finish over the wood frame has allowed water intrusion over the years. The replacement of the scale house was part of the landfill's capital improvement plan schedule as presented during the county budget process as a need 2-3 years in the future at a rough cost estimate of \$50,000. As the mold assessment has drawn attention to the poor condition of the building and

the need to make repairs now, the landfill has requested that the Board approve advertising for bids for the replacement modular scale house in the current year. The replacement scale house would meet modern wind load, efficiency, and accessibility requirements.

The landfill tipping fee fund along with the landfill's remaining insurance proceeds from Hurricane Michael could fund the repairs in the current year.

Board action to approve advertising for bids for a replacement modular scale house at the landfill.

Item addressed earlier in the meeting.

d. BOARD ACTION: TCA Electrical Contractors Runway 6-24 Lighting System

TCA Electrical Contractors is the contractor for the installation of the new lighting system for Runway 6-24. While TCA was on-site, Stan with Centric Aviation asked TCA to investigate why the runway lights, when turned on by pilots, would intermittently turn off within three to seven minutes instead of staying on for the full fifteen minutes as intended. Two TCA technicians spent a total of approximately 15 hours trying to troubleshoot this issue with the control system in the vault which had been patched and repaired many times over the years. The invoice for the troubleshooting totaled \$825. John Collins with AVCON has told TCA that the proper procedure would have been for the county to approve the work prior to incurring the expense. As the issue seems to be more complex than what was originally thought, will the Board approve payment for the time already spent troubleshooting the issue and request a formal written estimate from TCA Contractors to complete the repairs on the vault control system?

Board action to approve payment of the invoice for the hours incurred troubleshooting the issue with the vault controls at the airport and request an estimate to complete the repairs.

Item addressed earlier in the meeting.

e. BOARD ACTION: Consignment Agreement - Florida Auction Network, LLC

Franklin County has been working to compile a list of surplus equipment and vehicles. Jon Sewell of Florida Auction Network had reached out to several departments within the county and is interested in holding an on-site auction location within the county in early 2022 that will have items from multiple government agencies and utility companies.

The auctioneer fee will be 5% of the gross sales price of any item and Florida Auction Network will handle all advertising, administration, accounting, and title work at the sale. All county equipment and vehicles will be submitted to the Board in January for formal surplus approval prior to being released to the auctioneer.

Board action to approve the consignment agreement with Florida Auction Network, LLC.

Attorney Shuler said that he had reviewed the contract and requested they remove paragraph 10 with the indemnification paragraph. He said they removed the indemnification paragraph but left the heading. Attorney Shuler said the vendor objected to removing the heading. Attorney Shuler said he did not feel it was a problem with leaving the heading and he will reiterate to the vendor that the indemnification paragraph has been removed.

On a motion by Commissioner Boldt, seconded by Commissioner Ward, and by a unanimous vote of the Board present, the Board approved the consignment agreement with Florida Auction Network, LLC. Chairman Jones called for public comments and there were none. **Motion carried 5-0.**

Commissioner Ward confirmed that the auction company would be handling all the advertising.

f. BOARD ACTION: Comments on the Private Property Rights Amendment

Franklin County has received one comment on the Private Property Rights Amendment to the Comprehensive Plan from the Department of Economic Opportunity. The comment stated that the amendment needed to cover all county decision making and not just decisions related to planning and development decisions. The GOAL in the attached ordinance has been changed from ‘The Franklin County Board of County Commissioners will make planning and development decisions with respect for private property rights in all local decision making’ to ‘The Franklin County Board of County Commissioners will consider private property rights in all local decision making.’ That change has been made on the proposed amendment.

Board action to set a public hearing to adopt this proposed amendment.

Chairman Jones questioned if that was a comment that was given to the Department of Economic Opportunity. Mrs. Griffith said she believed that Department of Economic made the comment.

On a motion by Commissioner Ward, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, the Board authorized scheduling a public hearing to adopt the Private Property Rights Amendment. Chairman Jones called for public comments and there were none. **Motion carried 5-0.**

g. BOARD INFORMATION: FDOT Funding Application Cycle for SCOP, B-SCOP, SCRAP and CIGP

The Florida Department of Transportation has announced that the application cycle for SCOP, B-SCOP, SCRAP AND CIGP grants opened on December 1st and will close on March 4th. Franklin County is eligible to submit two applications for SCOP, two applications for B-SCOP (bridge repairs), one application for SCRAP and one application for CIGP. These grants can be used to maintain and upgrade county roads. A list of roads in need of repair, ranked by condition, has been received from the road department. The planning department will review this list to see which roads will meet the eligibility criteria. If the Board has suggestions for applications, please contact the planning department so applications can be completed before the deadline.

Chairman Jones asked that Mrs. Griffith circulate the eligibility criteria to the Board. Chairman Jones said that the Board’s travel, personnel and bid policies were last updated in 2012 and he thought it would be a good idea to update the policies with the correct information. Commissioner Lockley said he believes that each of the commissioners who have been certified should be compensated for it. He asked that staff look at this and bring back to the Board. Commissioner Boldt asked for staff to check on reimbursement for mileage for commissioners.

20. County Coordinator – Michael Moron

Action Items

a. Armory Update: Mr. Mark Curenton met with the architects for the Armory fire sprinkler installation project on Wednesday, November 17th and reported the following: “The architects for the Fort Coombs Sprinkler System expect to have the final construction documents ready about the end of January. Currently, they are waiting for comments from the review by the architects with the Division of Historical Resources. Once the final construction plans are completed the project will have to be advertised and bid, so it will probably be March or April before construction can begin. The lead- based paint mitigation portion of the project is estimated to take two to three months to complete, and this will have to be done before the installation of the sprinkler system. The entire project will probably not be completed until sometime in the summer.” Board discussion.

b. State Fire Marshall Workshop: Mr. Charlie Frank, State Volunteer Fire Coordinator, stated that they are available to meet with the Board at your January 4, 2022, meeting date. I recommend a 1:30 p.m. (ET) workshop for this discussion, instead of trying to add it to the morning agenda. An afternoon workshop would make for a more comprehensive and productive discussion.

Board discussion and direction.

c. Building Department Copier Upgrade: There is a need to upgrade the copier in the Building Department, purchased in 2018, as it is past its useful life. I would like to upgrade to a newer copier and use the 2018 copier for trade value, however the Board would have to declare the used copier as surplus inventory for disposal and authorize the trade. For the Board record, the current copier that will be declared as surplus inventory and used for trade value is a Canon IRAC5540 with property ID Tag # A005327. The new copier will be a Canon IRAC3835.

Board action to declare the Canon IRAC5540i as surplus inventory and authorize staff to trade it as part of the upgrade to a newer copier for the Building Department.

d. FAC Legislative Day: The Florida Association of Counties’ Legislative Day is scheduled for Wednesday, January 19th, followed by Innovation Day on Thursday, January 20th in Leon County. On Wednesday, FAC has a “Legislative Briefing” planned and then you will have the opportunity to meet with your Legislatures. On Thursday, for the first time in conjunction with Legislative Day, there will be a “Day of Innovation” showcasing innovative county facilities and programs. Registration is open so let me know as soon as possible if you are planning on attending.

Board action to approve travel and expenses to attend FAC’s Legislative and Innovation Days in Leon County.

Informational Item

e. Zoning Office Operation: As a reminder, while the Zoning Manager is on maternity leave, customers that have Zoning questions or need to complete a Planning and Zoning Adjustment Board application, are encouraged to visit the office between 8:30 a.m.-12:00 p.m. (ET) when there is additional staff to assist them. As an option, customers can send an email to

cortnib@franklincountyflorida.com or call (850) 653-9783 ext. 180, as both the email account and voicemail box are monitored and checked frequently.

Commissioner Ward said the roads that have been paved have smoothed out. She said that she would like FDOT to present a report on the projects in our county to the Board so that the public can know what to expect. She suggested asking a representative to come to a meeting. Commissioner Ward said that she would also like Dewberry to give an update on the projects that they are working on for the county. She said that sometimes she feels like things get lost in translation. Having a report to the public will assist with transparency. Chairman Jones said all of this sounds like a public information officer. He said that we do not have a regional transportation agency and that is part of the problem. Commissioner Boldt said he supports Commissioner Ward's ideas. Commissioner Ward said she is still waiting for her cross walk in Carrabelle Beach. She feels it would be nice to have a representative from FDOT that the Board could converse with about different issues. Mr. Moron said that he will reach out to ARPC to facilitate Commissioner Ward's request for reporting.

21. County Attorney – Michael Shuler

Action Items

1. Application for Reef Permit

The Board recently completed a reef permit process with the Apalachicola Reef Association for the Buddy Ward Reef.

The Apalachicola Reef Association ("ARA") would like the Board to authorize proceeding with a second reef application located offshore in the Gulf of Mexico south of Apalachicola.

This application will mimic the first application: ARA will do all the leg work and most of the paperwork. Franklin County would be the permit holder and the responsible party.

The application requested for authorization is attached.

Board Action Requested: Approval of the Application for a second reef permit and authorization for the Chairman to sign the permit application.

Commissioner Parrish stated that he does not know where the specific area is located and does not feel comfortable moving forward without additional information.

Commissioner Parrish made a motion to table the item, seconded by Commissioner Boldt. Chairman Jones said that he agrees with Commissioner Parrish, and the last thing we need to do is take away from our local fisherman. **Motion carried 5-0.**

2. 51-6 Pine Street, Lanark Village

On or about March 2020, county staff received a complaint regarding the construction of an unpermitted enclosed and fence at the above property. There may or may not be other code violations. Shortly afterwards, staff delivered a written notice of violation, which appears to be outstanding. On or about October 18, 2021, county staff forwarded me an email received from the

complainant's attorney. I asked the building official to review the matter at 51-6 to determine whether the apparent violations had been corrected or not. I am told that the apparent violations remain. I have met with staff and at this time they believe that the matter should be referred to me for review and enforcement, if necessary. If authorized, I will first seek to have any code violations on the property brought into compliance. If the owner refuses to correct any code violations on the property, then a court order will be sought.

Board Action Requested: Board authorization to review the apparent code violation at 51-6 Pine Street, Lanark Village, FL and take such enforcement action as may be required, including filing a lawsuit to correct any uncorrected code violations.

Attorney David Weiss spoke on behalf of Bob and Joan Nolen. He stated that the addition that we are talking about was built without a permit and extends onto his client's property. The owner has built a shower that drains onto his client's property, and installed propane lines that run through other people's property. Attorney Weiss said he believes the owner will continue violation the code. He is requesting the owner limit the addition to the footprint of the original structure. Attorney Shuler said he is asking for authorization to investigate and act as the facts warrant.

3. 1865 Highway 98, Carrabelle, Florida

This is the property next to Carrabelle RV Park and is located across the street from Carrabelle Beach that was rezoned to allow for a food truck.

I am told that code violations may exist at this location, including, but not necessarily limited to, multiple RVs on the property in a manner which appear to violate the county ordinance regulating RVs. There may or may not be other code violations.

If authorized, I will first seek to have any code violations on the property brought into compliance. If the owner refuses to correct any code violations on the property, then a court order will be sought.

Board Action Requested: Board authorization to review the apparent code violation at 1865 Highway 98, Carrabelle, FL and take such enforcement action as may be required, including filing a lawsuit to correct any uncorrected code violations.

On a motion by Commissioner Ward, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, the Board authorized Attorney Shuler to review the apparent code violation at 1865 Highway 98, Carrabelle, FL and take such enforcement action as may be required, including filing a lawsuit to correct any uncorrected code violations. Motion carried 5-0.

4. Lanark St. James Fire District

I have received two complaints alleging that Mr. David Curry has again taken up residence in the fire station for the Lanark Village St. James Fire District. The Board obtained a court order in December 2019 that Mr. David Curry could not reside at the fire station.

The Sheriff also received at least one complaint and a request that he enforce the court order. I've informed the Sheriff that the court's order does not authorize him to take enforcement action.

No enforcement action was required previously because the City of Carrabelle cut off the water and Mr. David Curry moved out.

Board Action Requested: Does the Board want me to review whether David Curry has again taken up residence in the fire station and, if so, does the Board want me to take enforcement action to have him removed pursuant to the court's order?

On a motion by Commissioner Jones, seconded by Commissioner Lockley, and by a unanimous vote of the Board present, the Board authorized Attorney Shuler to review whether David Curry has again taken up residence in the fire station and, if so, take enforcement action to have him removed pursuant to the court's order. Chairman Jones noted that it is hard to have a fire department with no water. **Motion carried 5-0.**

Commissioner Ward noted that the coordinates for the reef application are on the application. Commissioner Parrish said he is aware of this but needs to have someone with some knowledge of where it is to review.

Attorney Shuler said that he has no intentions of turning off the water at the Lanark St. James Fire Department.

Informational Items

5. Mary Sue Richards/Kory Gordon – 974 Teresa Street, Eastpoint, Florida

On November 19, 2021, Lory Gordon texted me and stated that he would not seek a special exception for a church at 974 Teresa Street, Eastpoint, FL. He also told me that he was limiting his use of the property to a single-family residence only for him and his family. A copy of my two letters to him dated November 18th and 23rd, 2021, are attached.

6. 2036 Highway 98 – Public Nuisance Abatement Lawsuit

The lawsuit was served a few months ago. The owner's son contacted me as I was entering a default against the property owner and said that he would take care of cleaning up, or words to that effect. I have given him around 60 days to do so, but nothing has happened. I've contacted him twice with no response, so I am going to proceed with litigation.

I had hoped for voluntary compliance because there is an outstanding mortgage with a face value of \$500,000.00 and several years of delinquent taxes. I cannot amortize the debt to estimate the current balance owed on the mortgage because the public record lacks sufficient information for that calculation. I point this out because there are two components of this matter. One is the abatement of the public nuisance and hazard. The second is foreclosing on the lien to recover the County's costs it incurs to remove the rubble of the home and septic tank destroyed by Hurricane Michael in 2018. In this case, our lien will be behind the mortgage and tax certificates, so the county is unlikely to recover its costs.

Commissioners' Comments & Adjournment

21. Commissioners' Comments

Mr. Moron said that Mr. Coleman will be at the next board meeting to give a quarterly update on Weems. There is a new dashboard, and another item he is going to bring something else to the board. Commissioner Boldt said the financial reports are very informative. He also noted that a pharmacy in Carrabelle is in the works.

22. Adjournment

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

Ricky Jones – Chairman

Attest:

Michele Maxwell – Clerk of Courts

December 21, 2021
Franklin County Road Department
Detail of Work Performed and Material Hauled by District
Detail from 12/2/2021 - 12/15/2021

District 1 - Commissioner Jones

<u>Work Performed:</u>	<u>Date</u>	<u>Road</u>
Cut grass along shoulders of road on county right of way	12/6/2021	Live Oak Street
Cut grass along shoulders of road on county right of way	12/6/2021	N Bay Shore Drive
Cut grass along shoulders of road on county right of way	12/6/2021	Cedar Street
Cut grass along shoulders of road on county right of way	12/6/2021	Twin Lakes Road
Sign Maintenance	12/6/2021	Tip Tucker Road
Sign Maintenance	12/6/2021	Tip Tucker Road
Litter Pickup, Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	12/6/2021	Old Ferry Dock Road
Sign Maintenance	12/7/2021	Marks Street
Sign Maintenance	12/8/2021	Old Ferry Dock Road
Sign Maintenance	12/8/2021	Old Ferry Dock Road
Sign Maintenance	12/8/2021	Adams Street
Sign Maintenance	12/8/2021	Adams Street
Cut grass along shoulders of road on county right of way	12/9/2021	E Gulf Beach Drive
Cut grass along shoulders of road on county right of way	12/9/2021	E Gulf Beach Drive
Cut grass along shoulders of road on county right of way	12/9/2021	E Gulf Beach Drive
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches, Cut grass along shoulders of road on county right of way	12/13/2021	East Bay Drive
Cleaned out culverts	12/15/2021	Twin Lakes Road
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	12/15/2021	Barber St
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	12/15/2021	Hickory Dip Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	12/15/2021	Daisey Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	12/15/2021	Barber Drive
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	12/15/2021	Bull Street
Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	12/15/2021	Hickory Dip Road
Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	12/15/2021	Barber Drive
Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	12/15/2021	Daisey Street
Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	12/15/2021	Bull Street
Culvert installation	12/15/2021	Magnolia Court
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	12/15/2021	Bull Street

0

<u>Material HAUL From:</u>	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Litter	12/6/2021	Old Ferry Dock Road	2	0
Litter	12/15/2021	Bull Street	0.5	0
Litter	12/15/2021	Hickory Dip Road	1	0
Litter	12/15/2021	Bull Street	0.200000003	0
Litter	12/15/2021	Hickory Dip Road	0.200000003	0
Litter	12/15/2021	Barber Drive	0.200000003	0
Litter	12/15/2021	Barber Drive	0.5	0
Litter	12/15/2021	Daisey Street	0.200000003	0
Litter	12/15/2021	Daisey Street	1	0

District 1 - Commissioner Jones

<u>Material HAUL From:</u>	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Litter		TOTAL	5.800000012	0
<u>Material HAUL To:</u>	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
15" x 30' Black Plastic Culvert Pipe	12/15/2021	Magnolia Court	1	0
15" x 30' Black Plastic Culvert Pipe		TOTAL	1	0
Black Dirt	12/15/2021	Magnolia Court	18	0
Black Dirt		TOTAL	18	0
Dirty 89 Lime Rock	12/15/2021	Magnolia Court	36	0
Dirty 89 Lime Rock		TOTAL	36	0

District 2 - Commissioner Boldt

<u>Work Performed:</u>	<u>Date</u>	<u>Road</u>
Dig out ditches, Cleaned ditches	12/6/2021	Jeff Sanders Road
Cut bushes back	12/6/2021	Jeff Sanders Road
Dig out ditches, Cleaned out culverts	12/7/2021	Jeff Sanders Road
Cut bushes back	12/7/2021	Jeff Sanders Road
Flagged	12/7/2021	Jeff Sanders Road
Sign Maintenance	12/7/2021	Bayview Drive
Flagged, Picked up roots, Removed Tree Limbs	12/8/2021	Jeff Sanders Road
Cleaned out culverts, Cleaned ditches, Dig out ditches	12/8/2021	Jeff Sanders Road
Cut bushes back, Cut grass in ditches	12/8/2021	Jeff Sanders Road
Sign Maintenance	12/9/2021	CR67
Sign Maintenance	12/9/2021	Angus Morrison
Sign Maintenance	12/9/2021	George Vause Road
Sign Maintenance	12/9/2021	CR67
Sign Maintenance	12/9/2021	George Vause Road
Cut bushes back	12/9/2021	Jeff Sanders Road
Flagged, Picked up roots, Removed debris and toss	12/9/2021	Jeff Sanders Road
Box drag, Pot hole Repair (Fill)	12/9/2021	Jeff Sanders Road
Dig out ditches, Cleaned out culverts, Cleaned ditches	12/9/2021	Jeff Sanders Road
Sign Maintenance	12/9/2021	Angus Morrison
Road Repair	12/13/2021	Carlton Avenue
Road Repair, Culvert repair	12/13/2021	Carlton Avenue
Cut grass along shoulders of road on county right of way	12/14/2021	Carnival Lane
Cut grass along shoulders of road on county right of way	12/14/2021	Carousel Terrace
Cut grass along shoulders of road on county right of way	12/14/2021	Harbor Circle
Cut grass along shoulders of road on county right of way	12/14/2021	Clemens Street
Cut grass along shoulders of road on county right of way	12/14/2021	Mardi Gras Way
Cut grass along shoulders of road on county right of way	12/14/2021	Bayview Drive
Cut grass along shoulders of road on county right of way	12/14/2021	Tom Roberts Road
Cut grass along shoulders of road on county right of way	12/14/2021	George Vause Road
Cut grass along shoulders of road on county right of way	12/14/2021	Angus Morrison
Cut bushes back	12/14/2021	Angus Morrison
Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	12/14/2021	Donax Place
Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	12/14/2021	Carousel Terrace
Shoulder Work, Pot hole Repair (Fill)	12/14/2021	Alligator Drive
Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	12/14/2021	Carnival Lane
Cut grass along shoulders of road on county right of way	12/14/2021	Chip Morrison Road
Cut grass along shoulders of road on county right of way	12/14/2021	Peninsula Street (circle)

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

<u>Work Performed:</u>	<u>Date</u>	<u>Road</u>
Cut grass along shoulders of road on county right of way	12/14/2021	Alligator Drive
Cut grass along shoulders of road on county right of way	12/14/2021	Gulf Shore BLVD
Cut grass along shoulders of road on county right of way	12/14/2021	Alan Lane
Graded Road(s)	12/14/2021	Harbor Circle
Graded Road(s)	12/14/2021	Harry Morrison Island Road
Graded Road(s)	12/14/2021	Chip Morrison Road
Graded Road(s)	12/14/2021	Bay Front Drive
Graded Road(s)	12/14/2021	Lakeview Drive
Graded Road(s)	12/14/2021	Maple Street
Road Repair	12/14/2021	George Vause Road
Road Repair	12/14/2021	Grouper Street
Cut grass along shoulders of road on county right of way	12/14/2021	Fiesta Drive
Shoulder Work, Pot hole Repair (Fill)	12/14/2021	Chip Morrison Road
Pot hole Repair (Fill)	12/14/2021	Holland Avenue
Weed Eat & Cut Grass around signs & Culverts	12/14/2021	Harry Morrison Island Road
Pot hole Repair (Fill)	12/14/2021	Carlton Avenue
Weed Eat & Cut Grass around signs & Culverts	12/14/2021	Alligator Drive
Weed Eat & Cut Grass around signs & Culverts	12/14/2021	Harbor Circle
Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	12/14/2021	Fiesta Drive
Cut grass along shoulders of road on county right of way	12/14/2021	Harry Morrison Island Road
Sign Maintenance	12/14/2021	Florida Street
Litter Pickup	12/14/2021	Lake Morality Road
Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	12/14/2021	Angus Morrison
Shoulder Work, Pot hole Repair (Fill)	12/14/2021	Chip Morrison Road
Shoulder Work, Pot hole Repair (Fill)	12/14/2021	Alligator Drive
Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	12/14/2021	George Vause Road
Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	12/14/2021	Harbor Circle
Shovel Dirt off of road	12/14/2021	Oak Street (Louisiana Ave/Pinewood Ave)
		0

Material HAUL From:

<u>Material HAUL From:</u>	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
#57 rock	12/14/2021	Stock Pile, CR 370 - Alligator Drive - Alligator	18	0
#57 rock	TOTAL		18	0
Ditch Dirt	12/6/2021	Jeff Sanders Road	90	0
Ditch Dirt	12/7/2021	Jeff Sanders Road	36	0
Ditch Dirt	12/7/2021	Jeff Sanders Road	54	0
Ditch Dirt	12/8/2021	Jeff Sanders Road	18	0
Ditch Dirt	12/9/2021	Jeff Sanders Road	54	0
Ditch Dirt	12/9/2021	Jeff Sanders Road	54	0
Ditch Dirt	TOTAL		306	0
Litter	12/14/2021	Carnival Lane	0.200000003	0
Litter	12/14/2021	Harbor Circle	0.200000003	0
Litter	12/14/2021	Lake Morality Road	5	0
Litter	12/14/2021	Donax Place	0.200000003	0
Litter	12/14/2021	George Vause Road	0.200000003	0
Litter	12/14/2021	Carousel Terrace	0.200000003	0
Litter	12/14/2021	Fiesta Drive	0.200000003	0
Litter	12/14/2021	Angus Morrison	0.200000003	0

District 2 - Commissioner Boldt

<u>Material HAUL From:</u>	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Litter	TOTAL		6.400000021	0
Shoulder Dirt	12/13/2021	Carlton Avenue	9	0
Shoulder Dirt	TOTAL		9	0
<u>Material HAUL To:</u>	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
#57 rock	12/14/2021	Bass Street	18	0
#57 rock	TOTAL		18	0
Black Dirt	12/14/2021	Carlton Avenue	2	0
Black Dirt	12/14/2021	Holland Avenue	2	0
Black Dirt	TOTAL		4	0
Dirty 89 Lime Rock	12/7/2021	Jeff Sanders Road	18	0
Dirty 89 Lime Rock	12/14/2021	Stock Pile, CR 370 - Alligator Drive - Alligator	18	0
Dirty 89 Lime Rock	TOTAL		36	0
Milled Asphalt	12/13/2021	Carlton Avenue	14	0
Milled Asphalt	12/14/2021	George Vause Road	18	0
Milled Asphalt	12/14/2021	George Vause Road	36	0
Milled Asphalt	12/14/2021	Chip Morrison Road	4	0
Milled Asphalt	12/14/2021	Alligator Drive	4	0
Milled Asphalt	TOTAL		76	0

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

<u>Work Performed:</u>	<u>Date</u>	<u>Road</u>
Parking lot repair	12/13/2021	Health Department (Apalachicola)
Driveway repair	12/13/2021	25th Avenue (City of Apalachicola)
		0

<u>Material HAUL To:</u>	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Milled Asphalt	12/13/2021	25th Avenue (City of Apalachicola)	2	0
Milled Asphalt	12/13/2021	Health Department (Apalachicola)	2	0
Milled Asphalt	TOTAL		4	0

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

<u>Work Performed:</u>	<u>Date</u>	<u>Road</u>
Washout Repair	12/2/2021	9 mile
Litter Pickup	12/2/2021	10 Mile
Litter Pickup	12/2/2021	8 Mile
Litter Pickup	12/2/2021	8 Mile
Weed Eat & Cut Grass around signs & Culverts	12/2/2021	CR30A
Cut grass along shoulders of road on county right of way, Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	12/2/2021	Jackie Whitehurst Street
Litter Pickup	12/2/2021	10 Mile
Washout Repair	12/2/2021	9 mile
Litter Pickup, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	12/2/2021	Jackie Whitehurst Street
Weed Eat & Cut Grass around signs & Culverts	12/2/2021	CR30A
Sign Maintenance	12/6/2021	Long Road
Litter Pickup	12/6/2021	Pal Rivers Road
Litter Pickup	12/6/2021	26th Avenue
Litter Pickup	12/6/2021	Bike Path (Bluff Road, Apalachicola)

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

<u>Work Performed:</u>	<u>Date</u>	<u>Road</u>
Litter Pickup, Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	12/6/2021	Bluff Road
Sign Maintenance	12/6/2021	Squire Road
Sign Maintenance	12/6/2021	Linden Road
Sign Maintenance	12/6/2021	Bluff Road
Sign Maintenance	12/6/2021	Squire Road
Sign Maintenance	12/6/2021	Long Road
Sign Maintenance	12/6/2021	Linden Road
Litter Pickup, Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	12/6/2021	Bluff Road
Sign Maintenance	12/6/2021	Bluff Road
Sign Maintenance	12/7/2021	Jackie Whitehurst Street
Sign Maintenance	12/7/2021	Highland Park Road
Sign Maintenance	12/7/2021	Hathcock Road
Sign Maintenance	12/7/2021	Alan Drive
Sign Maintenance	12/7/2021	Chapman Road
Sign Maintenance	12/7/2021	Apalachee Street
Sign Maintenance	12/7/2021	Thomas Drive
Sign Maintenance	12/7/2021	Thomas Drive
Sign Maintenance	12/7/2021	Oyster Road
Sign Maintenance	12/7/2021	Brownsville Road
Sign Maintenance	12/7/2021	Oak Drive
Sign Maintenance	12/7/2021	26th Avenue
Sign Maintenance	12/7/2021	Hathcock Road
Litter Pickup, Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	12/7/2021	Bluff Road
Litter Pickup, Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	12/7/2021	Timberwood Court
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches, Litter Pickup	12/7/2021	Bluff Road
Sign Maintenance	12/7/2021	BayShore Drive
Sign Maintenance	12/7/2021	Paradise Lane
Sign Maintenance	12/7/2021	Oyster Road
Sign Maintenance	12/7/2021	26th Avenue
Sign Maintenance	12/7/2021	Paradise Lane
Sign Maintenance	12/7/2021	Alan Drive
Sign Maintenance	12/7/2021	Chapman Road
Sign Maintenance	12/7/2021	Apalachee Street
Sign Maintenance	12/7/2021	Bayview Drive
Sign Maintenance	12/7/2021	BayShore Drive
Sign Maintenance	12/7/2021	Marks Street
Sign Maintenance	12/7/2021	Brownsville Road
Sign Maintenance	12/7/2021	Jackie Whitehurst Street
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches, Litter Pickup	12/7/2021	Timberwood Court
Sign Maintenance	12/7/2021	Highland Park Road
Sign Maintenance	12/7/2021	Oak Drive
Washout Repair, Shoulder Work	12/8/2021	Bluff Road
Sign Maintenance	12/8/2021	Brownsville Road
Sign Maintenance	12/8/2021	Jackie Whitehurst Street
Sign Maintenance	12/8/2021	Brownsville Road

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

<u>Work Performed:</u>	<u>Date</u>	<u>Road</u>
Sign Maintenance	12/8/2021	Jackie Whitehurst Street
Driveway repair	12/8/2021	Rosemont Street
Shoulder Work, Washout Repair	12/8/2021	Bluff Road
Driveway repair	12/8/2021	Rosemont Street
Road Repair	12/13/2021	Peachtree Road
Cut grass along shoulders of road on county right of way	12/13/2021	Emergency Management (Apalachicola)
Cut grass along shoulders of road on county right of way	12/13/2021	Bay City Road
Cut grass along shoulders of road on county right of way	12/13/2021	Bluff Road
Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts, Cut grass along shoulders of road on county right of way	12/13/2021	Pine Drive
Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts, Cut grass along shoulders of road on county right of way	12/13/2021	Bayview Drive
Litter Pickup, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	12/13/2021	Pine Drive
Litter Pickup, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	12/13/2021	Bayview Drive
Shoulder Work	12/13/2021	Peachtree Road
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	12/15/2021	Bluff Road
Flagged, Removed Tree Limbs, Removed debris and toss	12/15/2021	Magnolia Lane
Cut bushes back, Cut grass in ditches	12/15/2021	Paradise Lane
Cut bushes back, Cut grass in ditches	12/15/2021	Magnolia Lane
Flagged, Removed Tree Limbs, Removed debris and toss	12/15/2021	Paradise Lane

0**Material HAUL From:**

<u>Material HAUL From:</u>	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Litter	12/2/2021	Jackie Whitehurst Street	2	0
Litter	12/6/2021	26th Avenue	1	0
Litter	12/6/2021	Bluff Road	2	0
Litter	12/6/2021	Bike Path (Bluff Road, Apalachicola)	1	0
Litter	12/6/2021	Pal Rivers Road	2	0
Litter	12/7/2021	Bluff Road	3	0
Litter	12/7/2021	Timberwood Court	2	0
Litter	12/13/2021	Pine Drive	1.5	0
Litter	12/13/2021	Bayview Drive	1.5	0
Litter	12/15/2021	Pine Drive	1.5	0
Litter	12/15/2021	Bayview Drive	1.5	0

Litter	TOTAL	19	0
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Material HAUL To:

<u>Material HAUL To:</u>	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
#57 rock	12/2/2021	9 mile	3	0
#57 rock	TOTAL		3	0
Black Dirt	12/8/2021	Bluff Road	3	0
Black Dirt	TOTAL		3	0
Milled Asphalt	12/8/2021	Rosemont Street	3	0
Milled Asphalt	12/13/2021	Peachtree Road	2	0

Milled Asphalt	TOTAL	5	0
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District 5 - Commissioner Ward**Work Performed:**

<u>Work Performed:</u>	<u>Date</u>	<u>Road</u>
Box drag	12/2/2021	North Road

District 5 - Commissioner Ward

Work Performed:

	<u>Date</u>	<u>Road</u>
Graded Road(s)	12/2/2021	Gardners Landing Road
Box drag	12/2/2021	Sand Beach Road
Pot hole Repair (Fill)	12/2/2021	Gardners Landing Road
Removed debris and toss	12/2/2021	Eastpoint Cemetery
Box drag	12/2/2021	Bouington BLVD
Graded Road(s)	12/2/2021	Bloody Bluff Road
Graded Road(s)	12/2/2021	Brick Yard Road (Forestry Road #129)
Graded Road(s)	12/2/2021	Wright Lake Road (Forestry Road #101)
Box drag	12/2/2021	Jeffie Tucker Road
Weed Eat & Cut Grass around signs & Culverts, Cut grass along shoulders of road on county right of way, Litter Pickup	12/7/2021	6th Street
Sign Maintenance	12/7/2021	CC Land
Sign Maintenance	12/7/2021	6th Street
Sign Maintenance	12/7/2021	6th Street
Sign Maintenance	12/7/2021	CC Land
Weed Eat & Cut Grass around signs & Culverts, Cut grass along shoulders of road on county right of way, Litter Pickup	12/7/2021	CC Land
Litter Pickup	12/8/2021	Otterslide Road
Litter Pickup	12/8/2021	Otterslide Road
Sign Maintenance, Replaced green street sign with blue	12/9/2021	Cora Mae Road (Private)
(Paving crew put up the wrong one)		
		0

Material HAUL From:

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Busted Broken Concrete	12/2/2021	Eastpoint Cemetery	9	0
Busted Broken Concrete	TOTAL		9	0
Litter	12/7/2021	6th Street	0.5	0
Litter	12/7/2021	CC Land	0.5	0
Litter	12/8/2021	Otterslide Road	4	0
Litter	TOTAL		5	0

Material HAUL To:

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Milled Asphalt	12/2/2021	Gardners Landing Road	3	0
Milled Asphalt	TOTAL		3	0



FRANKLIN COUNTY DEPARTMENT OF

Solid Waste & Recycling ❖ Animal Control ❖ Parks & Recreation

210 State Road 65
Eastpoint, Florida 32328

Tel.: 850-670-8167

Fax: 850-670-5716

Email: fcswd@fairpoint.net

DIRECTOR'S REPORT

FOR: The Franklin County Board of County Commissioners

DATE December 21, 2021

TIME: 9:00 A.M.

SUBJECT(S):

FOR BOARD INFORMATION:

December 1th – December 15th RIGHT-OF-WAY DEBRIS PICKUP

Apalachicola	Eastpoint	St George Island	Carrabelle	Lanark	Alligator Point
87.06 TONS	27.15 TONS	33.52 TONS	15.26 TONS	24.61 TONS	10.16 TONS

RECYCLE MATERIAL HAULED

	Apalachicola	Eastpoint	St George Island	Carrabelle	Lanark	Alligator Point	St James
Cardboard	5.2 TONS	10.08 TONS	3.53TONS	1.56 TONS	-0- TONS	-0- TONS	1.02 TONS
Plastic, Paper, Glass, Aluminum .62	-0-TONS	-0- TONS	-0-TONS	-0-TONS	-0-TONS	-0-TONS	-0-TONS

REQUESTED ACTION: None

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 Roddenberry, Surveyor
P.O. Box 100, 125 Sheldon St.,
Sepechappy, FL 32358
(850) 962-2538

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

WHAT IS THE RELATIONSHIP OF APPLICANT TO OWNER? None

LOCATION OF PROPOSED SUBDIVISION: Lenark Village, FL

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

CURRENT ZONING: R-1A

CURRENT LAND USE CLASSIFICATION: Residential

CURRENT USE OF THE SITE: Vacant Land

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

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

Agent's Signature

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	12-07S-04W-0000-0370-0000	Alternate ID	04W07S12000003700000	Owner Address	CARROLL MELINDA M & WILLIAMS VICKI LYNN AS JOINT TENANTS W/R/O/S 8393 INVERNESS DRIVE TALLAHASSEE, FL 32312
Sec/Twp/Rng	12-7S-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

FINAL PLAT MILLERS LANDING

A SUBDIVISION LYING IN SECTION 13, TOWNSHIP 7 SOUTH,
RANGE 4 WEST, FRANKLIN COUNTY, FLORIDA.

GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.

DEDICATION

STATE OF FLORIDA
COUNTY OF FRANKLIN

Know all men by these present that Melinda M. Carroll and Vicki L. Williams, being owners in fee simple of the lands shown hereon, platted as MILLERS LANDING, and described:

A tract of land lying in Section 13, Township 9 South, Range 4 West Franklin County, Florida and being more particularly described as follows:

Commence at a point marking the Northwest corner of Fractional Section 13, (also being the Southwest corner of Section 12), Township 7 South, Range 4 West, Franklin County, Florida, thence run South 178.98 feet; thence run East 847.90 feet; thence run South 36 degrees 11 minutes 10 seconds East 110.39 feet to a point lying on the Southeastly right of way boundary of U.S. Highway No.98, said point also marking a point of curve concave to the Southeastly; thence run Northeastly along said Southeastly right of way boundary and said curve with a radius of 7,589.49 feet; through a central angle of 01 degree 07 minutes 57 seconds; for an arc distance of 150.00 feet; chord being North 56 degrees 25 minutes 54 seconds East 149.99 feet, thence continue Northeastly along said Southeastly right of way boundary and said curve with a radius of 7,589.49 feet; through a central angle of 00 degrees 22 minutes 39 seconds, for an arc distance of 50.00 feet; chord being North 56 degrees 53 minutes 19 seconds East 49.99 feet to an iron rod and cap (marked 6412) marking the POINT OF BEGINNING. From said POINT OF BEGINNING and leaving said Southeastly right of way boundary and said curve run South 36 degrees 09 minutes 02 seconds East 150.88 feet to an iron rod and cap (marked 6412) lying on the approximate mean high water line of the St. George Sound; thence run Northeastly and Southeastly along said mean high water line the following eleven (11) courses: North 75 degrees 44 minutes 01 second East 69.89 feet; North 84 degrees 42 minutes 58 seconds East 13.62 feet; South 84 degrees 28 minutes 58 seconds East 39.02 feet; South 83 degrees 35 minutes 18 seconds East 24.57 feet; North 86 degrees 08 minutes 27 seconds East 27.98 feet; North 82 degrees 39 minutes 34 seconds East 34.73 feet; North 65 degrees 31 minutes 36 seconds East 37.01 feet; North 43 degrees 20 minutes 26 seconds East 59.53 feet; North 18 degrees 31 minutes 36 seconds East 34.21 feet; North 66 degrees 32 minutes 55 seconds East 97.03 feet; North 64 degrees 55 minutes 03 seconds East 19.18 feet; thence leaving said mean high water line run North 37 degrees 36 minutes 54 seconds West 223.58 feet to a nail and cap (marked 7160) lying on said Southeastly right of way boundary and said curve; thence run Southwestly along said Southeastly right of way boundary and said curve with a radius of 7,589.49 feet; through a central angle of 03 degrees 05 minutes 44 seconds, for an arc distance of 410.03 feet, chord being South 58 degrees 56 minute 46 seconds West 409.98 feet to the POINT OF BEGINNING containing 2.01 acres, more or less.

BY: _____ WITNESS SIGNATURE _____ WITNESS SIGNATURE _____
MELINDA M. CARROLL _____ PRINT NAME _____ PRINT NAME _____

ACKNOWLEDGMENT
STATE OF FLORIDA
COUNTY OF FRANKLIN

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2021,

by MELINDA M. CARROLL, SHE IS PERSONALLY KNOWN TO ME OR HAVE PRODUCED _____ AS IDENTIFICATION

WITNESS MY HAND AND SEAL AT _____, FLORIDA,
THIS _____ DAY OF _____, 2021.

NOTARY _____ MY COMMISSION EXPIRES: _____ NOTARY SEAL

BY: _____ WITNESS SIGNATURE _____ WITNESS SIGNATURE _____
VICKI L. WILLIAMS _____ PRINT NAME _____ PRINT NAME _____

ACKNOWLEDGMENT
STATE OF FLORIDA
COUNTY OF FRANKLIN

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2021,

by VICKI L. WILLIAMS, SHE IS PERSONALLY KNOWN TO ME OR HAVE PRODUCED _____ AS IDENTIFICATION.

WITNESS MY HAND AND SEAL AT _____, FLORIDA,
THIS _____ DAY OF _____, 2021.

NOTARY _____ MY COMMISSION EXPIRES: _____ NOTARY SEAL

CONFORMATION
STATE OF FLORIDA
COUNTY OF FRANKLIN
APPROVED BY THE FRANKLIN COUNTY BOARD OF
COMMISSIONERS THIS _____ DAY OF _____, 2021.

RICKY JONES — CHAIRMAN

THOMAS M. SHULER — COUNTY ATTORNEY

ACCEPT FOR FILES AND RECORDED THIS _____ DAY OF _____
2021 IN PLAT BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF
FRANKLIN COUNTY, FLORIDA.

MICHELE MAXWELL
CLERK OF THE CIRCUIT COURT
FRANKLIN COUNTY FLORIDA

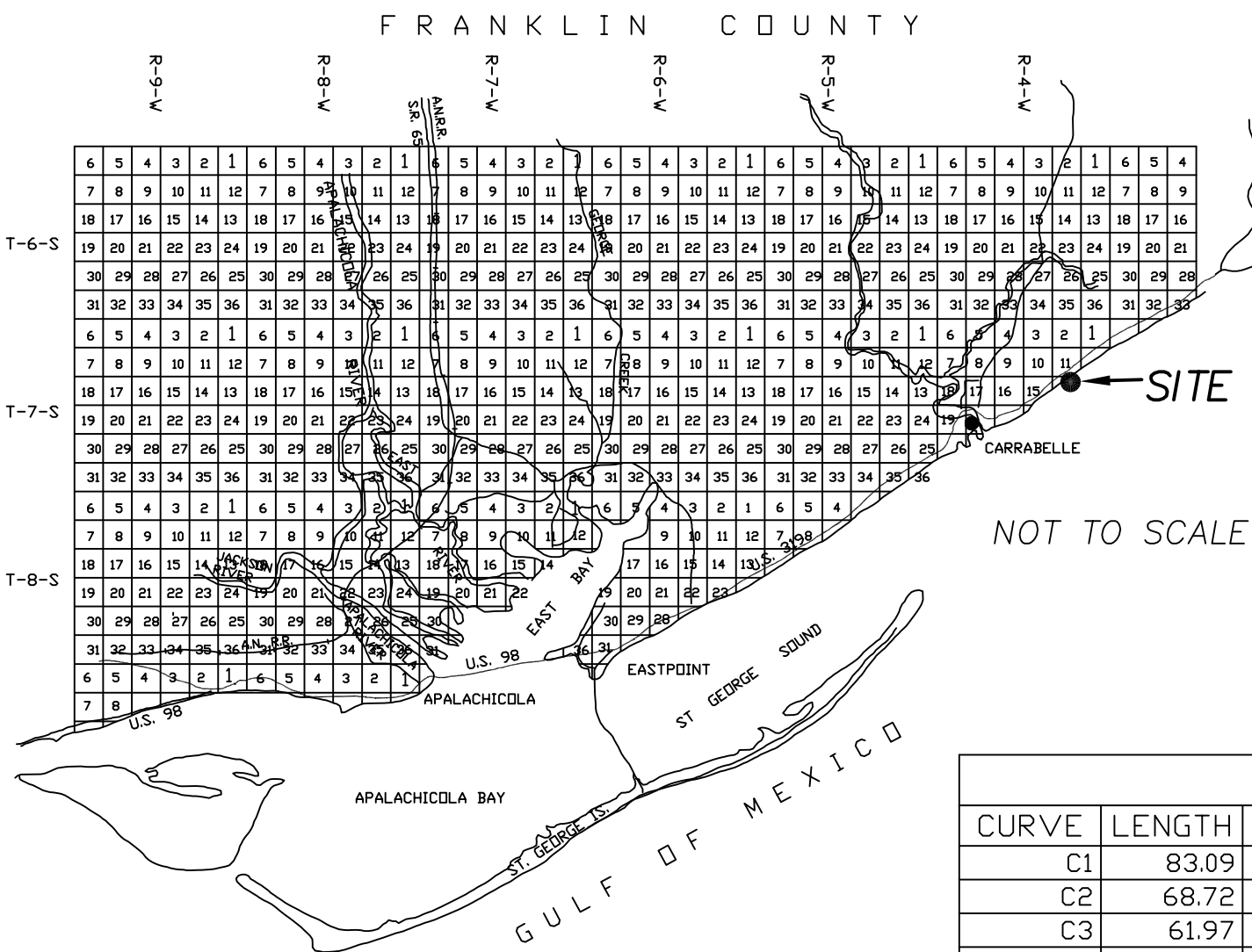
CLERK'S SEAL

TR & A

THURMAN RODDENBERRY & ASSOCIATES, INC

PROFESSIONAL SURVEYORS AND MAPPERS
P.O. BOX 100 • 125 SHELDON STREET • SOPCHOPPI, FLORIDA 32358
PHONE NUMBER: 850-962-2558 FAX NUMBER: 850-962-1185
LE # 7160

DATE: 08/03/21	DRAWN BY: BB	N.B. PER PLAT	COUNTY: FRANKLIN
FILE: 18198RP.DWG	DATE OF LAST FIELD WORK:	JOB NUMBER: 18-198	



LEGEND

FCM FOUND CONCRETE MONUMENT
SCM SET CONCRETE MONUMENT #7160 (4"x4")
FIRC FOUND IRON ROD AND CAP #7160
SIRC SET 5/8" IRON ROD AND CAP #7160
FIP FOUND IRON PIPE
CT CRIMPED TOP IRON PIPE
FIR FOUND IRON ROD (NO I.D.)
RND ROUND
(M) MEASURED
(D) DEED
(RP) RECORD PLAT
(FT) FLAT TOP
U.E. UTILITY EASEMENT
CONC. CONCRETE
POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
R/W RIGHT-OF-WAY
R RADIUS
Δ CENTRAL ANGLE
L CHORD
CD SET NAIL & CAP #7160
• PCP = PERMANENT CONTROL POINT
= IRON ROD AND WITH 3" ROUND DISC #7160
ALL INTERIOR LOT CORNERS ARE MARKED WITH IRON ROD & CAP #7160 (UNLESS NOTED OTHERWISE)
DOT DEPARTMENT OF TRANSPORTATION
P.T. POINT OF TANGENCY
P.R.C. POINT OF REVERSE CURVATURE
P.C. POINT OF CURVATURE
P.I. POINT OF INTERSECTION
Δ POINT NOT SET OR FOUND
C.O.E. CORPS OF ENGINEERS
F.D.E.P. FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

POINT OF COMMENCEMENT:
THE NORTHWEST CORNER OF FRACTIONAL SECTION 13, (ALSO BEING THE SOUTHWEST CORNER OF SECTION 12), TOWNSHIP 7 SOUTH, RANGE 4 WEST, FRANKLIN COUNTY, FLORIDA.

POINT OF BEGINNING

R=7589.49'
L=50.38'
Δ 0°22'31"
CH=559'23.58"W
50.38'(M)
R=7589.49'
L=50.38'
Δ 0°22'31"
CH=559'23.58"E
149.99'(D)
R=7589.49'
L=50.38'
Δ 0°22'31"
CH=559'23.58"E
149.99'(D)

SURVEY POINT
PCP
L.B.7160
RE-ROD MARKING PERMANENT CONTROL POINTS

SURVEY POINT
PRM
L.B.7160
PLASTIC CAP ON 5/8" RE-ROD MARKING PERMANENT REFERENCE POINTS

"Not valid without the signature and the original seal of a Florida licensed surveyor and mapper"

SURVEYOR'S CERTIFICATE:

I hereby certify that this survey was made under my responsible direction and supervision, is a correct representation of the land surveyed, that the Permanent Reference Monuments and Permanent Control Points have been set and that the survey data and monumentation complies with both Chapter 177 of the Florida Statutes and standards for practice for Land Surveying (F.A.C. 5J-17.051).

JAMES T. RODDENBERRY
Surveyor & Mapper FL Certificate No. 4261

DATE

SURVEYOR'S SEAL

PLAT REVIEWED FOR COMPLIANCE WITH
CHAPTER 177, FLORIDA STATUTES

ROBERT B. STRICKLAND
PROFESSIONAL SURVEYOR & MAPPER #6219

PLAT NOTES:

- SURVEY SOURCE: Record deed, special instructions as per client and a field survey performed by the undersigned surveyor.
- BEARING BASE: East boundary of Section 13, Township 7 South, Range 4 West being South as per record deed.
- "NOTICE" This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that maybe found in the public records of this county.
- All platted utility easements shall provide that such easements shall also be easements for the construction, installation, maintenance and operation of cable television services; provided, however, no such construction, installation, maintenance and operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas or other public utility. In the event a cable television company damages the facilities of a public utility, it shall be solely responsible for the damages. This section shall not apply to those private easements granted to or obtained by a particular electric, telephone, gas or other public utility. Such construction, installation, maintenance and operation shall comply with the National Electrical Safety Code as adopted by the Florida Public Service Commission.
- Subject property is located in Zones "VE" (EL 18, 19 & 21) as per Flood Insurance Rate Map Community Panel No: 120090 0265F, index date: February 5, 2014, Franklin County, Florida.
- The limits of the flood zones shown hereon are approximate locations only as transposed from F.I.R.M. Map 120090 0265F and were not field located.

BRENDA LAPAZ
MAYOR-COMMISSIONER

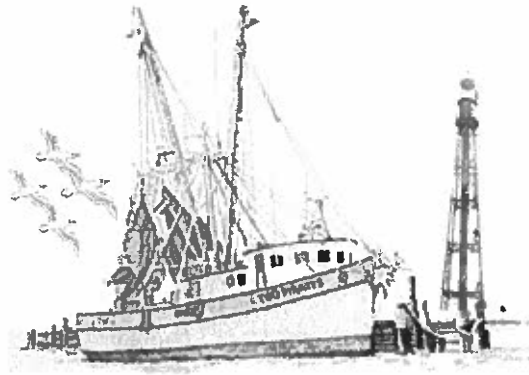
KEITH WALDEN
COMMISSIONER

FRANKLIN MATHES
COMMISSIONER

CALVIN ALLEN
COMMISSIONER

TONY MILLENDER
COMMISSIONER

CITY OF CARRABELLE CARRABELLE, FLORIDA



COURTNEY DEMPSEY
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,

Crystal Causey
Water/Sewer Billing Clerk



RE-ZONING & LAND USE CHANGE APPLICATION

FRANKLIN COUNTY BUILDING DEPARTMENT

34 Forbes Street, Suite 1, Apalachicola, FL 32320

PHONE: 850-653-9783 FAX: 850-653-9799

<https://www.franklincountyflorida.com/county-government/planning-building/planning-services/>

Instructions: Complete application, include proof of ownership in the form of a deed, any necessary information supporting your request, and a boundary survey. Application fees: \$250.00 for Re-zoning & \$250.00 for Land Use Change. Return to the following address:

*Franklin County Building Department
34 Forbes Street, Suite 1
Apalachicola, FL 32320*

PROPERTY OWNER'S INFORMATION

PROPERTY OWNER'S NAME: Knight Financial Partners LLC

MAILING ADDRESS: 4521 S. Hulen Street, #222 **CITY/STATE/ZIP:** Forth Worth, TX 76109

CONTACT NUMBER: 817.763.9999 **EMAIL:** david.knight@dossknight.com

AGENT'S NAME: Inovia Consulting Group

CONTACT NUMBER: 850.298.4213 **EMAIL:** jfw@inoviagroup.com

PROPERTY DESCRIPTION

911 ADDRESS: _____ **CITY/STATE/ZIP:** _____

LOT(S): _____ **BLOCK:** _____ **SUBDIVISION:** _____ **UNIT:** _____

PARCEL IDENTIFICATION NUMBER: 06-07S-03W-0000-0020-0010

JURISDICTION

☐ APALACHICOLA ☐ EASTPOINT ☐ ST. GEORGE ISLAND ☐ CARRABELLE ☐ DOG ISLAND ☐ LANARK
☒ ST. JAMES ☐ ST. THERESA ☐ ALLIGATOR POINT

DESCRIPTION OF REQUEST

CURRENT ZONING: PUBLIC FACILITIES **CURRENT LAND USE:** PUBLIC FACILITIES

REQUESTED ZONING: PUD **REQUESTED LAND USE:** MIXED USE RESIDENTIAL

ACREAGE: 79.67 +/-

OFFICE USE ONLY

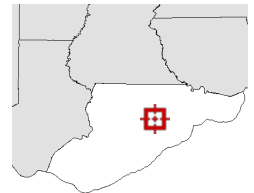
ADJUSTMENT BOARD MEETING DATE: _____ **APPROVED/DENIED/TABLED:** _____

BOARD OF COUNTY COMMISSION DATE: _____ **APPROVED/DENIED/TABLED:** _____

PUBLIC HEARING DATED: _____ **APPROVED/DENIED/TABLED:** _____



Overview



Legend

-  Parcels
-  Roads
-  City Labels

Parcel ID	06-07S-03W-0000-0020-0010	Alternate ID	03W07S06000000200010	Owner Address	FLORIDA PANHANDLE INVESTMENTS LLC, A FL LIMITED LIABILITY CO
Sec/Twp/Rng	6-7S-3W	Class	VACANT		4521 S HULEN ST STE 222
Property Address		Acreage	72.91		FORT WORTH, TX 76109
District	1				
Brief Tax Description	78.70 AC MORE OR LESS				
	(Note: Not to be used on legal documents)				

Date created: 11/15/2021
Last Data Uploaded: 11/15/2021 7:51:25 AM

Developed by  Schneider GEOSPATIAL

From: markc@franklincountyflorida.com
Sent: Tuesday, October 26, 2021 3:29 PM
To: 'Kyle R. Andree'; 'Jim Waddell'
Cc: 'Daniel W. Hartman'; 'John Green'; cortnib@franklincountyflorida.com; 'Thomas Shuler'
Subject: RE: St James West PUD
Attachments: 2013-06 Height Ordinance.pdf; 2019-06 Serenity Seaside PUD.pdf

Dear Kyle and Jim,

I was able to spend some time today looking over what you have submitted so far for the St. James West PUD, and I have some comments on the draft PUD ordinance.

- Density. The draft PUD states that the total gross residential density will be 4.3 units per acre. Multiplied by the 79.67 acres that this ordinance covers, that results in a density of 342 residential units. The attached master plan only shows 66 single family lots and an undetermined number of multi-family units. The water and sewer letter from Carrabelle states there will be 32 multi-family units, as does the traffic analysis. This gives a total of 98 units. Why is the County being asked to approve up to 342 residential units? If all you want is 98 units, I would suggest changing the density to state 98 units. That would be a density of 1.23 units per acre in the development.
- Under the Maximum Building Height the County has amended the zoning ordinance to deleted the 35' from the first habitable floor requirement and has adopted a 47' overall height limitation. Attached is a copy of the ordinance that contains this amendment.
- Parking. There is no statement of the parking requirements in the PUD. I know there is a provision in Section 10 that states that all provisions of the Franklin County Zoning Code shall apply to the St. James West PUD except as specifically modified by the PUD ordinance, but I think it would be cleaner and less confusing to include a statement under Section 4 about parking. I suggest doing just what you did for signs and include the language "OFF STREET PARKING AND LOADING REQUIREMENTS: 1. See Sections 430 and 440 of the Franklin County Zoning Ordinance."
- Under Roads, who will maintain these private roads? I presume it will be a homeowners' association. Of course Crooked River Road is a public road and will continue to be maintained by the Franklin County Board of County Commissioners.
- Under Section 5, I would suggest a statement that approval of this PUD ordinance constitutes sketch plat approval of the subdivision. This means that the developer will just have to go for preliminary and final plat approval.
- I still think the documentation and argument for why Franklin County needs to approve this PUD ordinance is kind of slim. You are asking for a minimum lot size of 5,000 square feet with 8' side setbacks. The last PUD the County approved, Serenity Seaside Resort (SSR), had 6,000 square feet minimum lots with the standard 10' side setbacks. The question from the Planning and Zoning Commission members and from the County Commissioners will be, "Why should we approve 5,000 square feet lots and 8' side setbacks? SSR was able to point to the fact that their lots were the same size as lots in the City of Apalachicola as a demonstration that the lots were not too small. They also had pledged to donate \$1,500 from the initial sale of the residential lots to an affordable housing entity selected by the County. You said in your application that this development will not increase the supply of affordable housing in Franklin County. I would strongly suggest you find a way to be able to answer that question differently. I think the pledge to make a donation toward affordable housing helped persuade a lot of minds to approve the PUD. Likewise I would suggest flushing out the impact this will have on promoting economic development in Franklin County. If this development is approved and built it will have an impact larger than the golf course and the related hospitality industry. There will be construction jobs generated. The City of Carrabelle will have new paying water and sewer customers. The residents of this

development can be expected to frequent businesses in Franklin County. Likewise some of the answers to other questions on the required analysis should be expanded. For example, you just stated that there were wetlands on the site. I suggest expanding that answer to acknowledge the wetlands on the site, but to state that the development will be clustered on the uplands. It appears that almost all of the single family residential area lots will be at least 100' away from the wetlands, which exceeds the County's 50' setback requirement.

I don't think you are ready to proceed to the November Planning and Zoning Commission meeting. At best I think your proposal would be tabled by the Planning and Zoning Commission for more information if we took it to the November meeting. It would be better to spend some time working a little more on the presentation and answer the questions that the P & Z members will have before they have to ask them at a public meeting.

Sincerely,
Mark C. Curenton
County Planner
Franklin County, Florida
850-653-9783 x-160

From: Kyle R. Andree <kra@inoviagroup.com>
Sent: Monday, October 25, 2021 4:50 PM
To: markc@franklincountyflorida.com; cortnib@franklincountyflorida.com
Cc: Jim Waddell <jfw@inoviagroup.com>; 'Daniel W. Hartman' <dan@fllegalteam.com>; 'John Green' <john@johnngreenldc.com>
Subject: RE: St James West PUD

Mark,

Please find attached the will serve letter from the City of Carrabelle.

If you have any questions or require additional information, please let us know.

Best,

Kyle Andree, P.E. | Project Manager



2015 Centre Pointe Blvd., Suite 103 | Tallahassee, Florida 32308

p: 850.298.4213

c: 850.322.2233

e: KRA@inoviagroup.com

From: Kyle R. Andree
Sent: Thursday, October 21, 2021 11:37 AM
To: 'markc@franklincountyflorida.com' <markc@franklincountyflorida.com>; cortnib@franklincountyflorida.com
Cc: Jim Waddell <jfw@inoviagroup.com>; 'Daniel W. Hartman' <dan@fllegalteam.com>; 'John Green' <john@johnngreenldc.com>
Subject: RE: St James West PUD

Good morning Mark,

Please find attached our responses and supporting documents for your use.

Page 52

If you need anything else, please let us know.

Best,

Kyle Andree, P.E. | Project Manager



2015 Centre Pointe Blvd., Suite 103 | Tallahassee, Florida 32308

p: 850.298.4213

c: 850.322.2233

e: KRA@inoviagroup.com

From: markc@franklincountyflorida.com <markc@franklincountyflorida.com>

Sent: Wednesday, October 13, 2021 9:15 AM

To: Kyle R. Andree <kra@inoviagroup.com>; cortnib@franklincountyflorida.com

Cc: Jim Waddell <jfw@inoviagroup.com>; 'Daniel W. Hartman' <dan@fllegalteam.com>; 'John Green' <john@johnngreenldc.com>

Subject: RE: St James West PUD

Dear Kyle,

I think you can do a little better on this application, and I think the Planning and Zoning Commission and the Board of County Commissioners are going to want more information before they approve this request. For example you answered yes to the question if there were any historic or cultural sites on the property, but did not include any information on what the historic or cultural site is. Is it just that this property was once part of Camp Gordon Johnston or is there a specific site located on this parcel? Likewise there is no analysis included for the traffic circulation. You are proposing to build a certain number of residential units, up to 342 if you use the density in the PUD. Each residence will generate so many trips per day. What kind of affect will that have on the traffic on Highway 98? Will it reduce the level of service on Highway 98 below a D? My gut tells me that there will not be a problem, but I have not done any calculations to confirm this feeling.

Are you really wanting to allow up to 342 units on the property? I count 66 single family residences on the attached site plan plus however many multi-family residences. If you are not contemplating building 342 units I would suggest including a lower density standard in the PUD.

Do you have a letter from the City of Carrabelle stating that they can provide water and sewer services to this project?

Another question is what benefit does the County get out of the proposed PUD? Why should they approve this PUD instead of just using one or more of the established zoning districts? Does this PUD provide enhanced environmental protection? Does it provide economic development that would not be provided in an existing zoning category?

These are just some of the questions that I had on my first reading of your request. I think these are things that we can work out with a little more thought and explanation.

Sincerely,

Mark C. Curenton

County Planner

Franklin County, Florida

850-653-9783 x-160

From: Kyle R. Andree <kra@inoviagroup.com>
Sent: Tuesday, October 12, 2021 11:22 AM
To: cortnib@franklincountyflorida.com; markc@franklincountyflorida.com
Cc: Jim Waddell <jfw@inoviagroup.com>; Daniel W. Hartman <dan@fllegalteam.com>; John Green <john@johnngreenldc.com>
Subject: St James West PUD

Cortni,

Please find attached the Re-zoning and Land use change application, Draft PUD Ordinance, and supporting documents for review and approval.

Please confirm that a check can be mailed or if a check needs to be hand delivered to your office for the application fee of \$500.

Best,

Kyle Andree, P.E. | Project Manager



2015 Centre Pointe Blvd., Suite 103 | Tallahassee, Florida 32308

p: 850.298.4213

c: 850.322.2233

e: KRA@inoviagroup.com

FRANKLIN COUNTY, FLORIDA
REQUIRED ANALYSIS FOR LAND USE OR ZONING CHANGE

1. **Eastpoint Urban Service Area.** Is this property located within the Eastpoint Urban Service Area?
(Y/N) No
2. **Coastal High Hazard Area.** Is this property located within the Coastal High Hazard Area?
(Y/N) No
3. **Critical Shoreline Zone.** Is this property located within the Critical Shoreline Zone?
(Y/N) No
4. **Soil Conditions.** Copies of the 1994 Soil Survey of Franklin County are available in the Franklin County Building and Planning Office. See attached Soil Map
5. **Topography.** What is the topography of this property? Rural Flatwoods
6. **Drainage.** Are there any natural drainage features located on this property?
(Y/N) If yes, please describe: Yes, Wetlands
7. **Wetlands.** Are there wetlands located on this property? The only way to definitively know if there are wetlands on this property is to have a qualified individual survey the site for wetlands, but the U.S. Fish and Wildlife Service's National Wetlands Inventory can give a general overview of what potential wetlands might be location on the property. The website can be accessed at: <https://www.fws.gov/wetlands/data/mapper.html>.
(Y/N) Yes
8. **Floodplains.** What flood zone is this property located in? Zone A and X are within project limits
The Flood maps for Franklin County can be found at: <https://maps.nwfwmdfloodmaps.com/esri-viewer/map.aspx?cty=franklin>
9. **Potential Wildfire Areas.** Is this property susceptible to wildfires?
(Y/N) Yes
10. **Historic or Cultural Sites.** Are there any historic or cultural sites located on this property? The Florida Master Site File keeps a list of recorded historic and cultural sites in Florida. They can be reached at (850) 245-6440 or sitefile@dos.myflorida.com
(Y/N) Yes
11. **Endangered Species.** Are there any endangered species located on this property? The Florida Fish and Wildlife Conservation Commission's website showing the location of Bald Eagle nests in the state can be found at <https://myfwc.com/wildlifehabitats/wildlife/>
(Y/N) No
12. **Traffic Circulation.** How will this development affect traffic on the roads that serve the development?
Highway 98 and Crooked River Road
The Florida Department of Transportation traffic counts can be found at <https://tdaappsprod.dot.state.fl.us/fto/>.
13. **Affordable Housing.** Will this change increase the supply of affordable housing in Franklin County?
(Y/N) No
14. **Economic Development.** How will this change promote economic development in Franklin County? Golf course and related hospitality industry
15. **Water and Sewer.** Will this development be served by central water and sewer, or will it be on individual water wells and septic tanks? Yes, City of Carrabelle



October 12, 2021

Ms. Cortni Bankston
Franklin County Planning and Building Dept.
43 Forbes Street
Apalachicola, Florida 32320

Subject: St. James West – Land Use Amendment and PUD Rezoning
Application
Our Project 419.003.00/419.004.00

Dear Ms. Bankston:

Please accept this letter as our request to be placed on the agenda for the next P&Z meeting, which is to be held in November 2021, for approval of the above-captioned application.

In summary, Inovia Consulting Group, on behalf of Lynnwood Development Corporation (Applicant) requests review and approval of a change to the Future Land Use Map and an associated Rezoning to PUD for property more particularly described in the land survey provided by Edwin Brown and Associates (attached).

Please advise if we can be of further assistance.

Sincerely,
INOVIA CONSULTING GROUP

Jim Waddell

Jim Waddell, P.E.
Principal

CC: John Green – Lynnwood Development Corporation
Dan Hartman – Counsel for Applicant

FRANKLIN COUNTY ORDINANCE NO. _____

**AN ORDINANCE OF FRANKLIN COUNTY, FLORIDA PROVIDING FOR THE
REZONING AND APPROVAL OF THE ST. JAMES WEST PLANNED UNIT
DEVELOPMENT (ST. JAMES WEST PUD) TERMS AND CONDITIONS;
PROVIDING FOR PERMITTED USES AND DEVELOPMENT STANDARDS;
PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND
PROVIDING FOR AN EFFECTIVE DATE**

SECTION 1. NAME

The Ordinance shall be known as the St. James West Planned Unit Development (St. James West PUD).

SECTION 2. APPROVAL

The application for the establishment of the St. James West PUD on the land legally described within **Exhibit "A"**, which is attached hereto and incorporated herein by reference, is hereby approved subject to the conditions of the Ordinance and the conditions in the Ordinance and also subject to the condition that the developer contribute \$500.00 per unit of the initial sale of the 66 residential lots and 48 multi-family units, totaling \$57,000.00, to be donated to a qualified entity selected by Franklin County for the strictly limited purpose of developing affordable housing in Franklin County. The application and all documentation submitted by the Applicant in support of it are hereby incorporated by reference.

SECTION 3. PERMITTED USES

The following uses shall be the principal and accessory permitted uses within the St. James West PUD, with all structures therein served by central sewer and water provided by the City of Carrabelle, Florida:

PRINCIPAL: (1) Single family detached dwellings;
(2) Multi-family apartment units;

ACCESSORY: (1) Uses of land customary, incidental and subordinate to one of the principal permitted uses, unless otherwise excluded.

SPECIAL EXCEPTIONS: No special exception or changes in allowable use shall be allowed without prior permission of the Franklin County Board of County Commissioners (BOCC).

SECTION 4. DEVELOPMENT STANDARDS

DENSITY: (1) Total gross residential density for single family detached units and multi-family units is limited to 1.5 units per gross acre of the St. James West PUD area, however all residential units will be limited to cluster placement on upland portions of the property as shown on the attached Master Plan.

MINIMUM LOT SIZE: (1) Minimum lot size for a single family detached unit shall be 5,000 sf.

BUILDING SETBACKS: For all residential structures or accessory structures there shall be provided:

- (1) Setback minimum of 25 ft. from the property line bordering any private, local, collector or arterial road.
- (2) Setback a minimum of 8 ft. from any side interior property line.
- (3) Setback a minimum of 10 ft. from any other property line.

MAXIMUM BUILDING HEIGHT: 47' pursuant to the standards applicable to the R-1 and R-5 Zoning Districts and Section 462 of the Franklin County Zoning Code.

MAXIMUM IMPERVIOUS COVERAGE: 80%

SIGNS: See Section 450 Zoning Ordinance.

LIGHTING: Area lights may be provided but must be restricted to minimize view from adjacent properties.

UTILITIES: Potable Water will be provided by the City of Carrabelle. Sewer disposal will be provided by a facility approved by the Florida Department of Environmental Protection and owned, operated and maintained by the City of Carrabelle.

ROADS: Roads shall be private. However, roads shall have a 60 ft. right-of-way and shall be built to Franklin County Standards. Maintenance of private roads shall be provided by the Homeowners Association. Public Roads serving the Development shall continue to be maintained by the Franklin County Board of County Commissioners.

OFF STREET PARKING: See Sections 430 and 440 Zoning Ordinance.

SECTION 5. FUTURE PLAT(S), SITE PLAN(S) AND PHASING

At the option of the Applicant or its Successor, the development may proceed with subdividing the property and complying with all the requirements of the Franklin County Subdivision Ordinance, or by not subdividing the property and selling the units as part of buildings approved pursuant to the County's site plan approval process, or a combination of the two, provided that all development shall be confined to the areas denoted on the Master Plan. At the option of the Applicant or its Successor, the Development may proceed in phases with plat approval or site plan approval, whichever is applicable. Approval of this Ordinance constitutes sketch plat approval.

SECTION 6. MASTER PLAN

The Master Plans attached hereto as Exhibit "B-1", Exhibit "B-2, and Exhibit "B-3" are intended to show the general location of the single family detached and multi-family unit areas, together with the roads, natural features, and other general improvements. The precise location of all development within the property will be defined on the final plat(s) or site plan(s), as applicable. Amendments to the Master Plan may be made as provided below.

SECTION 7. AMENDMENTS TO THE ST. JAMES WEST PUD

Requests for any amendment to this Ordinance or the Master Plan shall be approved by the Franklin County Board of County Commissioners.

SECTION 8. PUBLIC FACILITIES

The potable water distribution facilities and wastewater collection facilities shall be constructed in accordance with the plans and standards approved by the City of Carrabelle and Florida Department of Environmental Protection, as applicable, such that the City will accept responsibility for the operation, maintenance, and repair of such facilities. Necessary easements shall be available to the City to own, operate and maintain the facilities.

SECTION 9. ENFORCEMENT

The County may enforce the Ordinance as authorized by law.

SECTION 10. OTHER ORDINANCES

Specific provisions of this PUD Ordinance shall prevail over conflicting provisions of the Franklin County Zoning Code as they apply to the Property. Except as specifically modified or changed in this Ordinance, all provisions of the Franklin County Zoning Code and the Franklin County Subdivision Ordinance shall apply in the St. James West PUD in the same manner as throughout the County.

SECTION 11. ZONING MAP

Upon this Ordinance becoming effective, the Franklin County Zoning Map shall be amended to show the property described on the attached Exhibit "A" as the St. James West PUD.

SECTION 12. SEVERABILITY If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.

SECTION 13. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and adoption.

First Reading on _____:

Second Reading and Adoption on _____:

ATTEST:

FRANKLIN COUNTY, a political
subdivision of the State of Florida

By: _____
Michelle Maxwell, Clerk of Courts

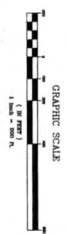
By: _____
Ricky Jones, Chairman

APPROVED AS TO FORM:

By: _____
Thomas M. Shuler
Franklin County Attorney

NOTES:

1. No improvements were located in this survey other than those shown herein.
2. No underground structures, utilities or foundations were located in this survey.
3. All measurements shown herein are Standard U.S. Survey Feet, and decimal thereof.
4. The use of this survey is limited to the specific transaction shown herein.
5. Subject to zoning restrictions, easements and restrictions of record.
6. Adjacent dates of record were provided to this firm.

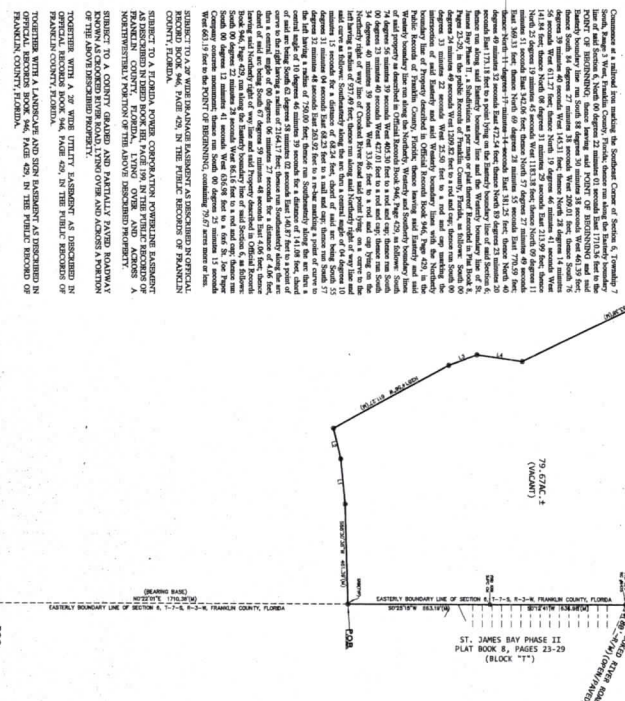


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5	100.00	100.00	100.00	100.00
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LEGEND

- 1. 1/4 SECTION
- 2. 1/2 SECTION
- 3. 3/4 SECTION
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- 99. 3/4 SECTION
- 100. 1/4 SECTION

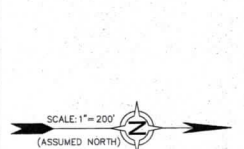


EDWIN BROWN & ASSOCIATES
SURVEYORS & MAPPERS
 (INCORPORATED IN THE STATE OF FLORIDA)
 10000 W. BAYVIEW BLVD., SUITE 100
 MIAMI, FLORIDA 33156
 PHONE: (305) 555-1111
 FAX: (305) 555-1112
 E-MAIL: EBA@EDWINBROWN.COM
 WWW.EDWINBROWN.COM

The undersigned surveyor has not been provided a current title opinion or abstract of title affecting this or boundary to the subject property, it is possible there could exist unrecorded claims, easements or other encumbrances which could affect the boundaries.

Not used without the signature and the original sealed of a Florida licensed surveyor and mapmaker.

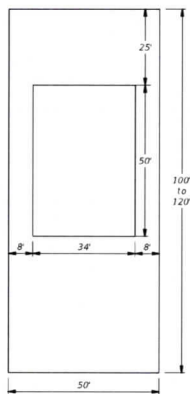
WILLIAM C. BROWN, JR. 11111
 Surveyor & Mapper
 State Certificate No. 5959
 (Exp. 6-1-20)



LYNNWOOD DEVELOPMENT
 PREPARED BY:
EDWIN C. BROWN & ASSOCIATES, INC.
 10000 W. BAYVIEW BLVD., SUITE 100
 MIAMI, FLORIDA 33156
 PHONE: (305) 555-1111
 FAX: (305) 555-1112
 E-MAIL: EBA@EDWINBROWN.COM
 WWW.EDWINBROWN.COM

THIS SURVEY WAS PREPARED FOR THE SOLE PURPOSE OF THE ABOVE CARRIERS ENTERING RECORD OF THE SURVEY MAP OF THE PROPERTY DESCRIBED HEREIN. IT IS NOT TO BE USED FOR ANY OTHER PURPOSE, AND IT IS NOT TO BE USED FOR ANY OTHER PURPOSE, AND IT IS NOT TO BE USED FOR ANY OTHER PURPOSE.

DATE OF SURVEY: 05-09-2011
 DATE OF RECORD: 05-09-2011
 DATE OF RECORD: 05-09-2011



TYPICAL SINGLE
FAMILY TEMPLATE
SCALE: 1"=30'



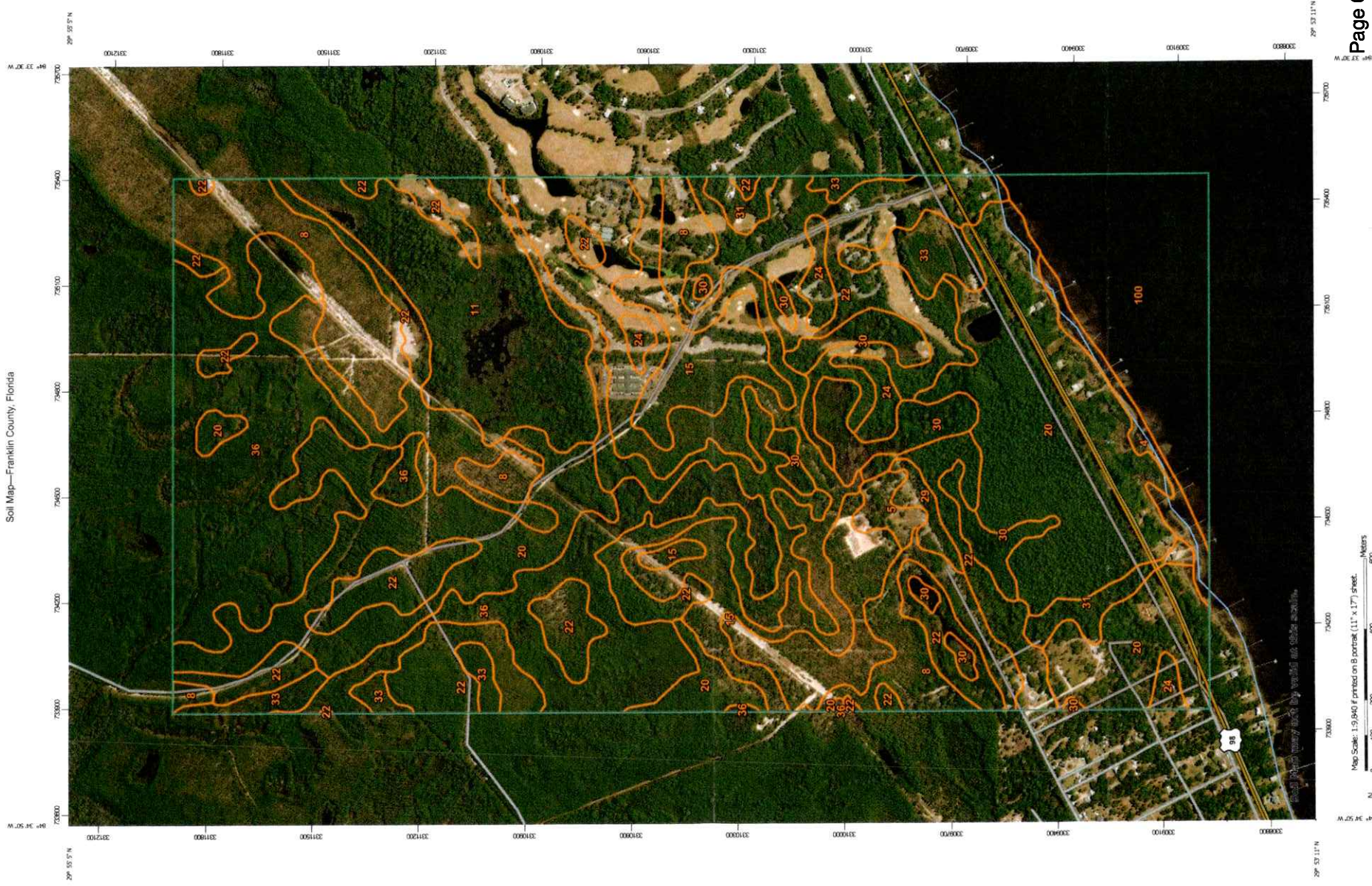
PROPOSED DEVELOPMENT
ST. JAMES WEST PLD
PROJECT NO. 10-00000000
DATE 10/10/2010


DATE	REVISION	BY	NO.

CLIENT	LYNNWOOD DEVELOPMENT CORPORATION
PROJECT	ST. JAMES WEST PLD
SHEET	SINGLE FAMILY CONCEPT PLAN


PLAN RELEASE STATUS	DATE
PROPOSED	
PLANNED RELEASE	
CONSTRUCTION RELEASE	
RELEASE DATE: 10/10/2010	
DRAWN BY: JPM	
CHECKED BY: JPM	
SCALE: AS SHOWN	


DESIGNED BY: JPM	DATE: 10/10/2010
CHECKED BY: JPM	DATE: 10/10/2010
SCALE: AS SHOWN	
SHEET	2
OF	3




MAP LEGEND**Area of Interest (AOI)**
 Area of Interest (AOI)
Soils
 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points
Special Point Features
 Blowout

 Borrow Pit

 Clay Spot

 Closed Depression

 Gravel Pit

 Gravelly Spot


 Landfill

 Lava Flow

 Marsh or swamp

 Mine or Quarry

 Miscellaneous Water

 Perennial Water


 Rock Outcrop

 Saline Spot

 Sandy Spot

 Severely Eroded Spot

 Sinkhole


 Slide or Slip

 Sodic Spot


 Spoil Area

 Stony Spot

 Very Stony Spot

 Wet Spot

 Other

 Special Line Features
Water Features
 Streams and Canals
Transportation
 Rails

 Interstate Highways

 US Routes

 Major Roads

 Local Roads
Background
 Aerial Photography
MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Franklin County, Florida

Survey Area Data: Version 18, Sep 7, 2021

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Dec 31, 2009—Oct 30, 2017

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
4	Dirego and Bayvi soils, tidal	11.2	1.0%
5	Aquents, nearly level	5.9	0.5%
8	Ridgewood sand, 0 to 5 percent slopes	169.7	15.5%
11	Dorovan-Pamlico complex, depressional	75.9	6.9%
15	Ortega fine sand, 0 to 5 percent slopes	57.8	5.3%
20	Lynn Haven sand	214.9	19.6%
22	Leon sand, 0 to 2 percent slopes	228.4	20.8%
24	Mandarin fine sand, 0 to 2 percent slopes	15.3	1.4%
29	Resota fine sand, 0 to 5 percent slopes	5.4	0.5%
30	Rutlege loamy fine sand, depressional	38.7	3.5%
31	Rutlege fine sand, 0 to 2 percent slopes	13.1	1.2%
33	Scranton fine sand, 0 to 2 percent slopes	25.5	2.3%
36	Pickney-Pamlico complex, depressional	158.0	14.4%
100	Waters of the Gulf of Mexico	77.2	7.0%
Totals for Area of Interest		1,097.2	100.0%





October 21, 2021

Mr. Mark Curenton
Franklin County Planning and Building Dept.
43 Forbes Street
Apalachicola, Florida 32320

Subject: St. James West – Land Use Amendment and PUD Rezoning
Application
Inovia Project: 419.003.00/419.004.00

Dear Mr. Curenton:

Per your email on October 13, 2021, please find below our responses to your questions and comments.

1. Historic or Cultural Sites on the Property
 - a. Based on our research and knowledge of the area, the following can be offered:
 - i. During WWII, the subject area was part of Camp Gordon Johnston.
 - ii. No archaeological or historical sites have been recorded in the general vicinity of the subject tract.
2. Traffic Circulation
 - a. See attached Traffic Analysis.
3. Density
 - a. The same allowable density as that which is allowed under R1-A was chosen. This can certainly be lowered or a cap on the number of units could be added. The Cluster option will not work, the way it is written, for planned development.
4. Water and Sewer – Letter
 - a. A letter has been requested and will be provided.
5. County Benefit
 - a. Why should this PUD be approved?
 - i. The existing zoning districts do not fit with the proposed use. The chances of another “public facility” use coming to this area is minimal.
 - b. Does this PUD provide enhanced environmental protection?
 - i. Yes, enhanced environmental protection will be provided with the additional 50 foot wetland setback (for stormwater).

- c. Does it provide economic development that would not be provided in an existing zoning category?
 - i. The economic benefit to the county would include the following:
 - 1. Roadway improvements to Crooked Creek Road.
 - 2. Increased property values (property taxes).
 - 3. Miscellaneous economic benefits to the surrounding area (golf course, hospitality industry, etc.)

Please advise if we can be of further assistance.

Sincerely,

INOVIA CONSULTING GROUP



Jim Waddell, P.E.
Principal

CC: John Green – Lynnwood Development Corporation
Dan Hartman – Counsel for Applicant

TRAFFIC ANALYSIS REPORT

St. James West PUD Franklin County, Florida

October 21, 2021

CLIENT:

**Lynnwood Development Corporation
104 Charlotte Place
Cary, FL 60013**

**PREPARED BY:
INOVIA CONSULTING GROUP**

**2015 Centre Point Blvd.
Suite 103
TALLAHASSEE, FL 32308
CA8225**



SECTION A - SUMMARY

- Narrative

SECTION B - TRAFFIC ANALYSIS

- Existing Traffic and Roadway Configuration
- Trip Generation for Proposed Development
- Proposed Level of Service

SECTION C – DATA

- FDOT 2020 Annual Average Daily Traffic Report
- FDOT 2020 Directional Data Report
- ITE Trip Generation Rates for 10th Edition
 - Single-Family Detached Housing (210)
 - Multifamily Housing (Low-Rise) (220)
- FDOT 2020 Quality/Level of Service Tables

St. James West PUD

October 21, 2021

TRAFFIC ANALYSIS NARRATIVE

A limited investigation of available traffic data and capacities of surrounding roadway network, including identification of adopted State/County Level of Service (LOS), as well as a forecast of daily/hourly vehicle trips that would be generated by the proposed project, using standard trip rates from Institute of Transportation Engineers (ITE) Trip Generation Manual, 10th Edition. The available traffic data was then used to determine a preliminary assessment of possible traffic impacts on existing roadways in terms of Daily and peak hour LOS.

Level of Service (LOS) ratings are a qualitative measure that describes operational conditions on roadways indicating the level of driver satisfaction and roadway congestion. These ratings range from LOS A (the best) to LOS F (the worst).

Proposed development parameters were tested to determine traffic volumes that would be generated. These parameters included the number of single-family and multifamily units and trip generation rates. Existing traffic volumes were estimated from available sources and added to the estimated traffic that would be generated by the new development, which was then compared to the existing roadway capacity to estimate an operational level of service.

Based on the results of this comparison, it is anticipated that the proposed development will not affect the LOS along US 98.

Table 1: Existing Traffic (Year 2020 Traffic Data) and Roadway Configuration

St. James West PUD

October 21, 2021

Count Station Number	Roadway	Location	Adopted LOS Standard	LOS Maximum Volume	Functional Classification	Facility Type	Area Type	No. of Lanes	Year 2021 AADT	Year 2021 LOS
490111	US 98	SR 30 (US 98) - 900' E of CR 30A (Gulf Ave); E of Carrabelle	D	21,300	Principal Arterial	Undivided	Rural Developed	2	3,700	A

Sources:

1. 2020 FDOT Traffic Data (Florida Traffic Online)
2. FDOT's 2020 Quality/LOS Handbook (table 3 and Table 6)
3. Inovia calculations

Table 2: Estimated Trips from the Proposed Development

St. James West PUD
October 21, 2021

Description/ITE Code	Units	Weekday	AM	PM	Pass-By	AM In	AM Out	PM In	PM Out	Expected Units	Total Generated Trips			Total Distribution of Generated Trips					
											Daily	AM Hour	PM Hour	AM In	AM Out	Pass-By	PM In	PM Out	Pass-By
Proposed Development																			
Single-Family Detached Housing (210)	DU	9.44	0.74	0.99	0%	25%	75%	63%	37%	66	623	49	65	12	37	0	41	24	0
Multifamily Housing (Low-Rise) (220)	DU	7.32	0.46	0.56	0%	23%	77%	63%	37%	32	234	15	18	3	11	0	11	7	0
TOTAL											857	64	83	16	48	0	52	31	0

Notes:

1. ITE Trip Generation Rates from 10th Edition
2. Pass-by rates from ITE Trip Generation Handbook
3. DU = Dwelling Units

Table 3: Proposed Level of Service

St. James West PUD
October 21, 2021

Count Station Number	Roadway	Location	Daily		Peak Hour		Year 2021		Projected Trips from Development			Projected LOS Volume			Projected LOS		
			Adopted LOS Standard	LOS Maximum Volume	Adopted LOS Standard	LOS Maximum Volume	AADT	Peak Hour	Daily Volume	AM Peak Volume	PM Peak Volume	Daily Volume	AM Peak Volume	PM Peak Volume	Daily	AM Peak	PM Peak
490111	US 98	SR 30 (US 98) - 900' E of CR 30A (Gulf Ave); E of Carrabelle	D	21,300	D	2,020	3,700	372	857	64	83	4,557	436	455	A	A	A

Sources:

1. 2020 FDOT Traffic Data (Florida Traffic Online)
2. FDOT's 2020 Quality/LOS Handbook (table 3 and Table 6)
3. Inovia calculations

FLORIDA DEPARTMENT OF TRANSPORTATION
2020 ANNUAL AVERAGE DAILY TRAFFIC REPORT - REPORT TYPE: ALL

COUNTY: 49 FRANKLIN

SITE =====	SITE TYPE =====	DESCRIPTION =====	DIRECTION 1 =====	DIRECTION 2 =====	AADT TWO-WAY =====	"K" FCTR =====	"D" FCTR =====	"T" FCTR =====
0001		E GULF BEACH DR - 150 ' E OF NB LEG OF FRANKLIN	E 0	W 0	4500 C	9.5	64.3F	9.4F
0003		SR 30(US98) - 750' W OF SR 65 (E OF EASTPOINT)	E 2800	W 2800	5600 C	9.5	64.3F	10.8A
0004		SR 65 - 525' N OF SR 30/US 98 (S OF CC LAND RD)	N 0	S 0	1700 C	9.5	64.3F	16.1F
0009		SR 30(US98) - 700' W OF FRANK MCKAMEY WAY	E 0	W 0	4100 C	9.5	64.3F	8.9F
0011		SR 30(US98) - 650' E OF CR 385 (TILTON RD)	E 0	W 0	3400 C	9.5	64.3F	8.9F
0030		SR 30(US98) - 400' SW OF C370 (ALLIGATOR POINT R	E 650	W 700	1350 C	9.5	64.3F	12.6A
0034		SR 30(US98) - 0.35 MILE E OF SR 65	E 2300	W 2300	4600 C	9.5	64.3F	10.8A
0036		SR 30(US98) - 1150' NE OF C370 (ALLIGATOR POINT	E 1000	W 1000	2000 C	9.5	64.3F	10.9A
0045		C370 (ALLIGATOR POINT RD) - 300' SE OF SR 30(US9	E 0	W 0	1100 C	9.5	64.3F	9.4F
0060	T	SR-30/US-98,0.5 MI SOUTH OF SR-319,FRANKLIN CO.	E 1711	W 1709	3420 C	9.5	59.4A	11.4A
0102		SR 377(US319) - 300' N OF GORE @ SR 377 SPLIT; N	N 1100	S 1100	2200 C	9.5	64.3F	8.8A
0111		SR 30(US98) - 900' E OF CR30A(GULF AVE); E OF C	E 0	W 0	3700 C	9.5	64.3F	10.3F
0121		C65(PATTON DR) - 600' M SW OF SR 30 (US98), EAST	N 0	S 0	2100 C	9.5	64.3F	9.4F
0125		SR 300(ISLAND DR) - 300' N OF BRIDGE TO ST GEORG	N 2800	S 2800	5600 C	9.5	64.3F	9.7A
0369	T	SR65, 0.22 MI NORTH OF US98/319	N 914	S 929	1843 C	9.5	69.1A	16.1A
1501		SR 30(US98) - W CITY LIMITS OF APALACHICOLA	E 2800	W 2700	5500 C	9.5	64.3F	8.6A

SITE TYPE : BLANK= PORTABLE; T= TELEMETERED

"K" FACTOR : DEPARTMENT ADOPTED STANDARD K FACTOR BEGINING WITH COUNT YEAR 2011

AADT FLAGS : C= COMPUTED; E= MANUAL EST; F= FIRST YEAR EST; S= SECOND YEAR EST; T= THIRD YEAR EST; R= FOURTH YEAR EST;
V= FIFTH YEAR EST; 6= SIXTH YEAR EST; X= UNKNOWN

"D/T" FLAGS : A= ACTUAL; F= FACTOR CATG; D= DIST FUNCL; P= PRIOR YEAR; S= STATEWIDE DEFAULT; W= ONE-WAY ROAD; X= CROSS REF

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622UPD

3_49_CAADT.TXT

FLORIDA DEPARTMENT OF TRANSPORTATION
2020 ANNUAL AVERAGE DAILY TRAFFIC REPORT - REPORT TYPE: ALL

COUNTY: 49 FRANKLIN

SITE =====	SITE TYPE =====	DESCRIPTION =====	DIRECTION 1 =====	DIRECTION 2 =====	AADT TWO-WAY =====	"K" FCTR =====	"D" FCTR =====	"T" FCTR =====
1502		SR 30(US98) - 500' E OF APALACHICOLA RIVER BRIDG	E 3700	W 3600	7300 C	9.5	64.3F	7.9A
1503		C384 (BLUFF RD) - 250' W OF 24TH AVE (@ W CL OF	E 0	W 0	2000 C	9.5	64.3F	9.4F
1504		BROWNSVILLE RD-125' W OF 25TH ST (@ W CL OF APPA	E 0	W 0	1200 C	9.5	64.3F	9.4F
1505		SR 30(US98) - 100 W OF 6TH ST (@ APPALACH PUB LI	E 0	W 0	8400 C	9.5	64.3F	8.9F
1601		SR 30(US98) - 1050' E OF 12TH ST E (@ CL OF CARR	E 1800	W 1900	3700 C	9.5	64.3F	9.1A
1603		C 67 - 850' N OF NE AVE K (@ CARRABELLE CITY LIM	N 0	S 0	1500 C	9.5	64.3F	9.4F
1604		SR 30(US98) - @ W END OF CARRABELLE RIVER BRIDGE	E 2700	W 2600	5300 C	9.5	64.3F	9.3A
5901		BALD POINT RD - 200' E OF CR 370 ALLIGATOR DR	N 0	S 0	300 C	9.5	64.3F	9.4F
5902		GULF SHORE BLVD - 150' E OF CR 370 ALLIGATOR DR	E 0	W 0	60 C	9.5	64.3F	9.4F

SITE TYPE : BLANK= PORTABLE; T= TELEMETERED

"K" FACTOR : DEPARTMENT ADOPTED STANDARD K FACTOR BEGINING WITH COUNT YEAR 2011

AADT FLAGS : C= COMPUTED; E= MANUAL EST; F= FIRST YEAR EST; S= SECOND YEAR EST; T= THIRD YEAR EST; R= FOURTH YEAR EST;
V= FIFTH YEAR EST; 6= SIXTH YEAR EST; X= UNKNOWN

"D/T" FLAGS : A= ACTUAL; F= FACTOR CATG; D= DIST FUNCL; P= PRIOR YEAR; S= STATEWIDE DEFAULT; W= ONE-WAY ROAD; X= CROSS REF

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622UPD

3_49_CAADT.TXT

County: 49
 Station: 0111
 Description: SR 30(US98) - 900' E OF CR30A(GULF AVE); E OF CAR
 Start Date: 10/19/2020
 Start Time: 1600

 Direction: B

Time	1st	2nd	3rd	4th	Total

0000	3	3	3	0	9
0100	3	1	2	0	6
0200	1	6	1	2	10
0300	0	1	1	2	4
0400	3	1	8	4	16
0500	5	8	9	17	39
0600	12	22	25	39	98
0700	45	45	48	49	187
0800	58	50	54	51	213
0900	53	63	75	61	252
1000	66	63	86	78	293
1100	73	90	69	64	296
1200	90	86	81	67	324
1300	74	74	72	85	305
1400	76	61	84	83	304
1500	78	90	71	78	317
1600	69	74	68	61	272
1700	59	89	73	58	279
1800	55	56	58	43	212
1900	42	46	22	36	146
2000	36	32	21	15	104
2100	19	15	11	8	53
2200	14	7	9	6	36
2300	5	9	3	1	18

 24-Hour Totals: 3793

Peak Volume Information

	Hour	Volume
A.M.	845	242
P.M.	1430	335
Daily	1430	335

Generated by SPS 5.0.53P

County: 49

Station: 0111

Description: SR 30(US98) - 900' E OF CR30A(GULF AVE); E OF CAR

Start Date: 10/20/2020

Start Time: 1600

Direction: B

Time	1st	2nd	3rd	4th	Total
0000	8	4	4	1	17
0100	2	2	3	1	8
0200	0	1	2	1	4
0300	0	2	2	2	6
0400	1	2	3	2	8
0500	6	8	8	13	35
0600	14	26	17	28	85
0700	54	49	41	56	200
0800	52	49	44	63	208
0900	70	66	69	54	259
1000	72	77	68	72	289
1100	70	66	68	90	294
1200	81	60	68	85	294
1300	96	65	76	89	326
1400	83	86	96	87	352
1500	94	95	80	92	361
1600	92	70	70	67	299
1700	79	85	80	64	308
1800	66	45	60	49	220
1900	52	34	31	37	154
2000	21	28	18	18	85
2100	13	19	12	17	61
2200	14	10	4	4	32
2300	13	4	2	5	24

24-Hour Totals: 3929

Peak Volume Information

	Hour	Volume
A.M.	845	268
P.M.	1430	372
Daily	1430	372

Single-Family Detached Housing (210)

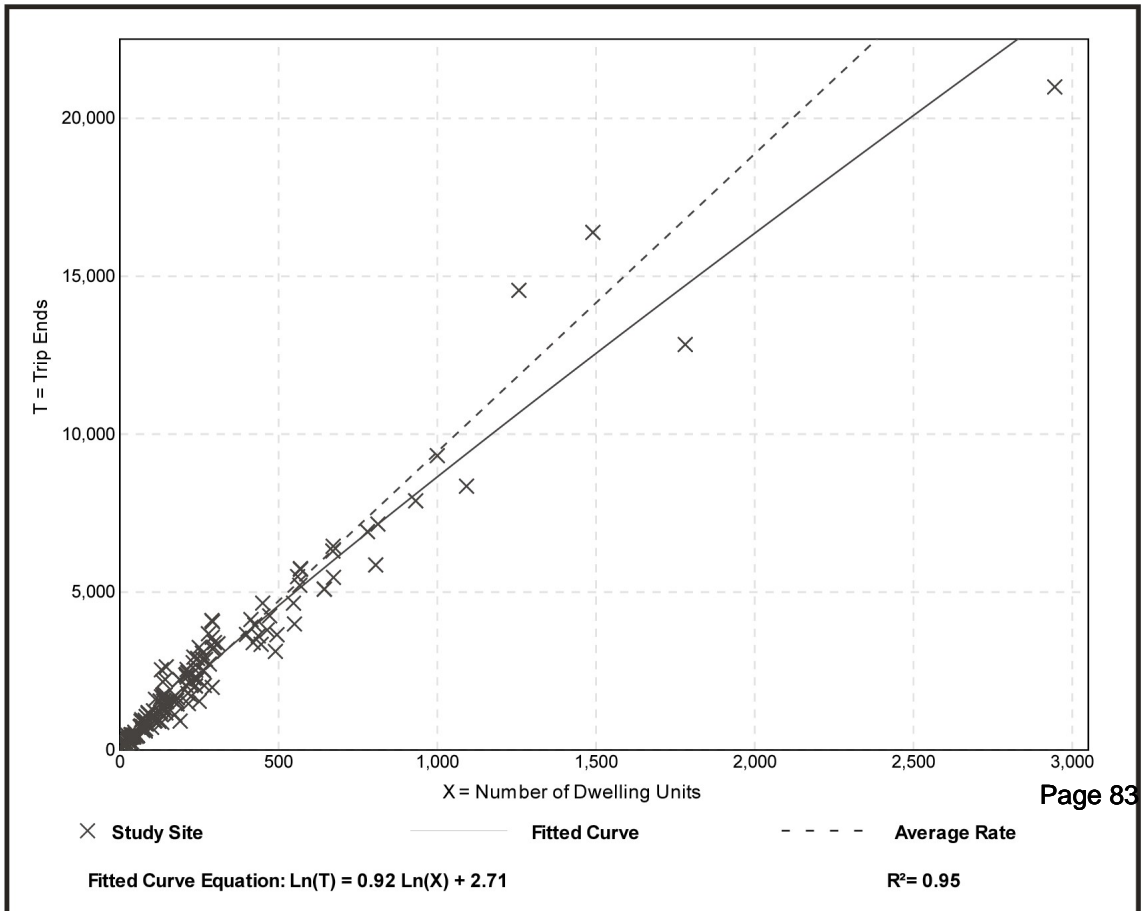
Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 159
Avg. Num. of Dwelling Units: 264
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
9.44	4.81 - 19.39	2.10

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 173

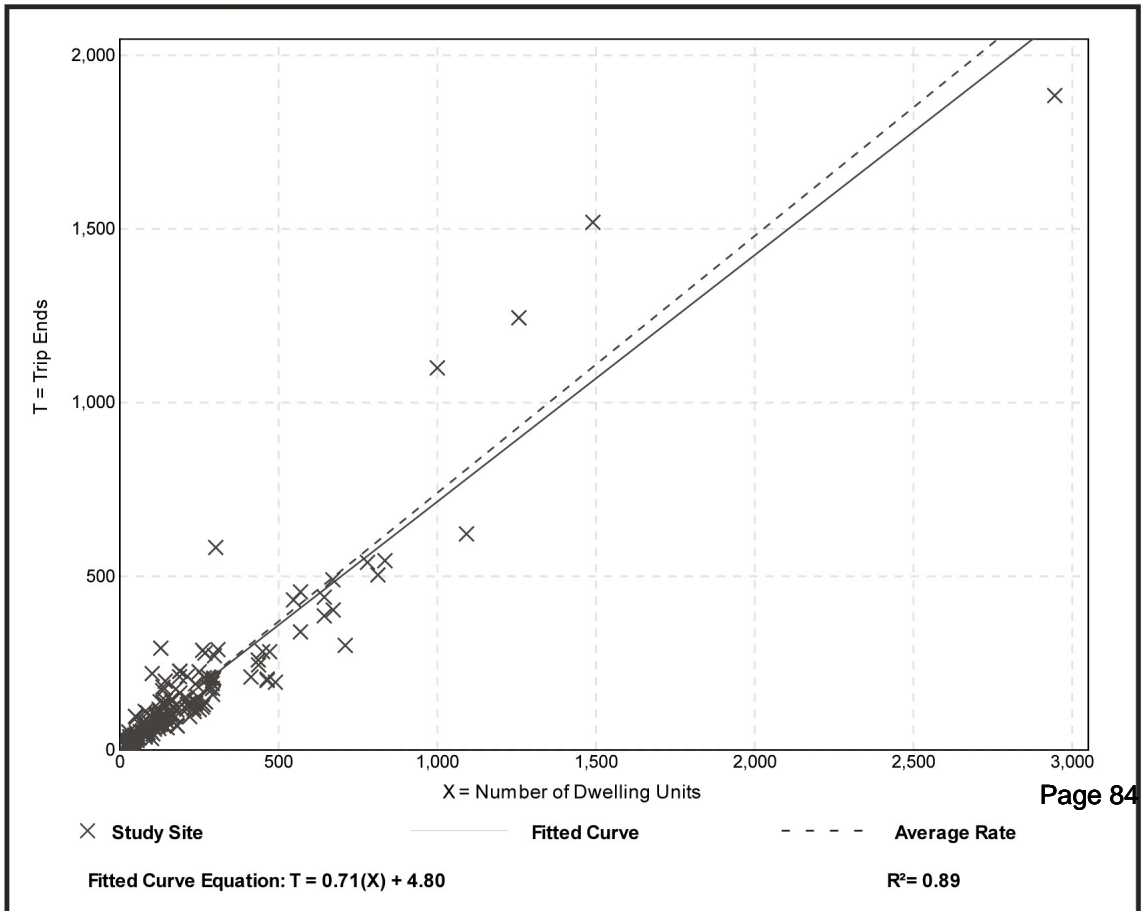
Avg. Num. of Dwelling Units: 219

Directional Distribution: 25% entering, 75% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.74	0.33 - 2.27	0.27

Data Plot and Equation



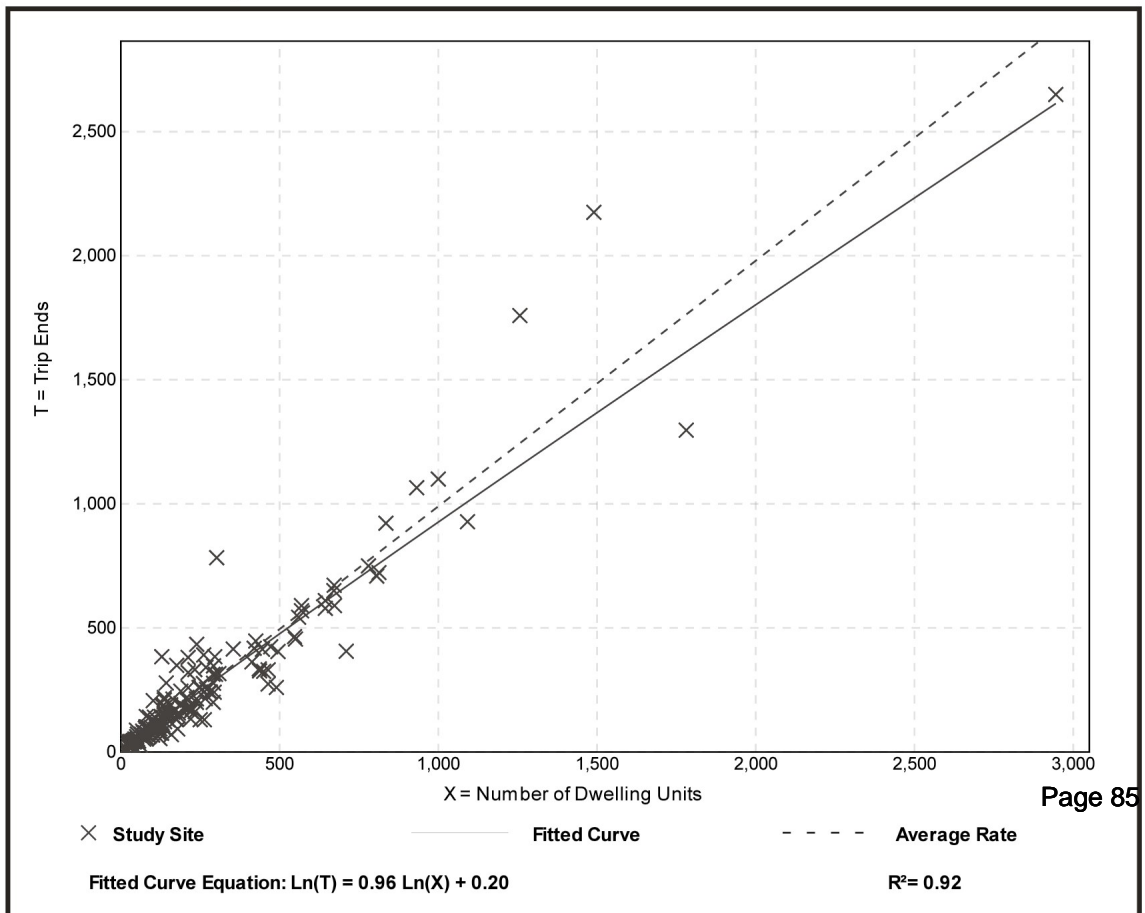
Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Dwelling Units
 On a: Weekday,
 Peak Hour of Adjacent Street Traffic,
 One Hour Between 4 and 6 p.m.
 Setting/Location: General Urban/Suburban
 Number of Studies: 190
 Avg. Num. of Dwelling Units: 242
 Directional Distribution: 63% entering, 37% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.99	0.44 - 2.98	0.31

Data Plot and Equation



Multifamily Housing (Low-Rise) (220)

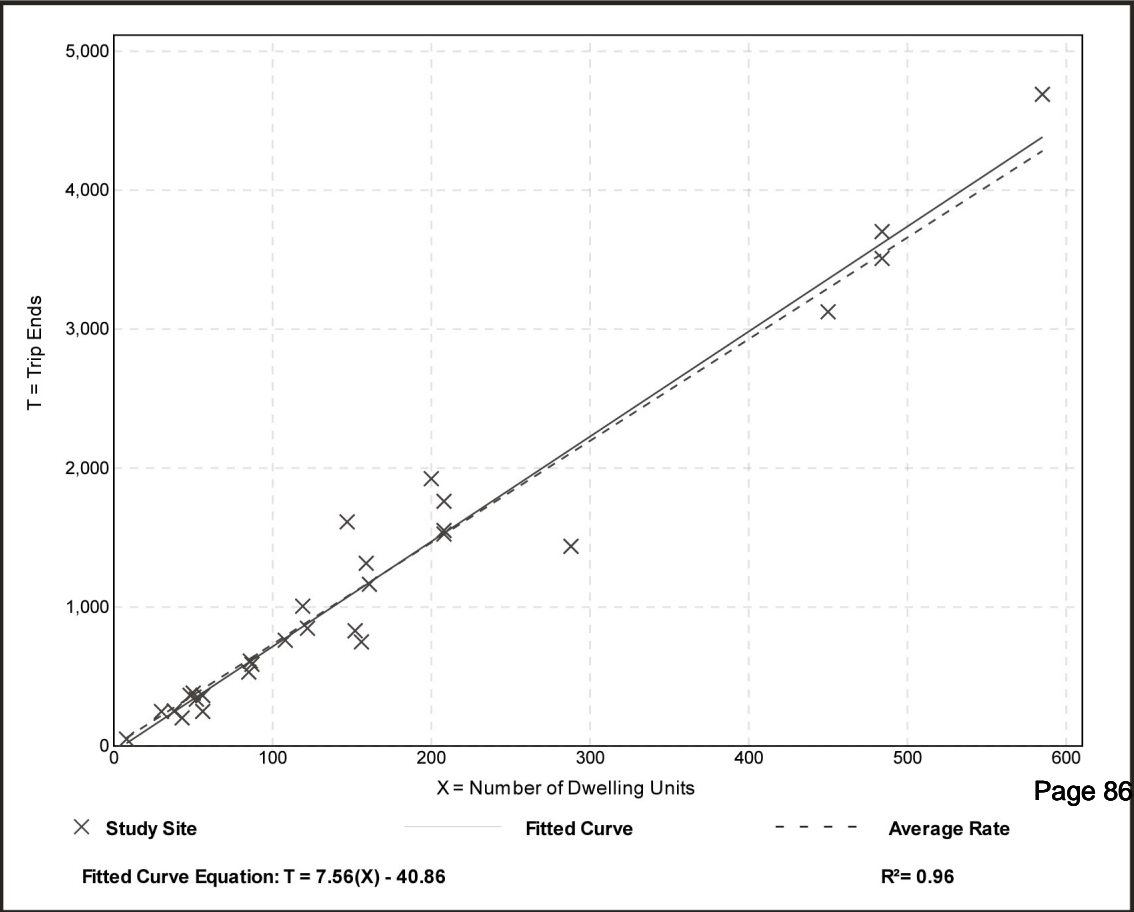
Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 29
Avg. Num. of Dwelling Units: 168
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
7.32	4.45 - 10.97	1.31

Data Plot and Equation



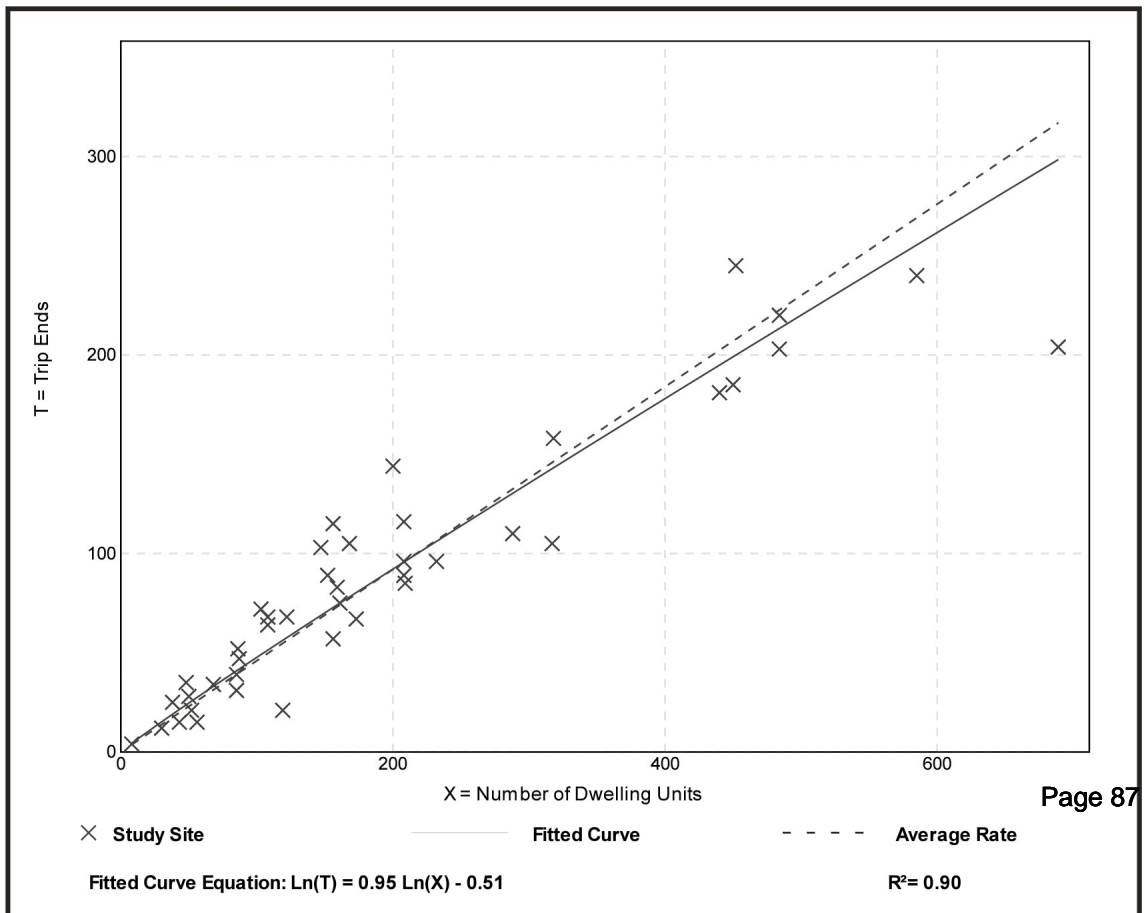
Multifamily Housing (Low-Rise) (220)

Vehicle Trip Ends vs: Dwelling Units
 On a: Weekday,
 Peak Hour of Adjacent Street Traffic,
 One Hour Between 7 and 9 a.m.
 Setting/Location: General Urban/Suburban
 Number of Studies: 42
 Avg. Num. of Dwelling Units: 199
 Directional Distribution: 23% entering, 77% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.46	0.18 - 0.74	0.12

Data Plot and Equation



Multifamily Housing (Low-Rise)

(220)

Vehicle Trip Ends vs: Dwelling Units
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: General Urban/Suburban
Number of Studies: 50
Avg. Num. of Dwelling Units: 187
Directional Distribution: 63% entering, 37% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.56	0.18 - 1.25	0.16

Data Plot and Equation

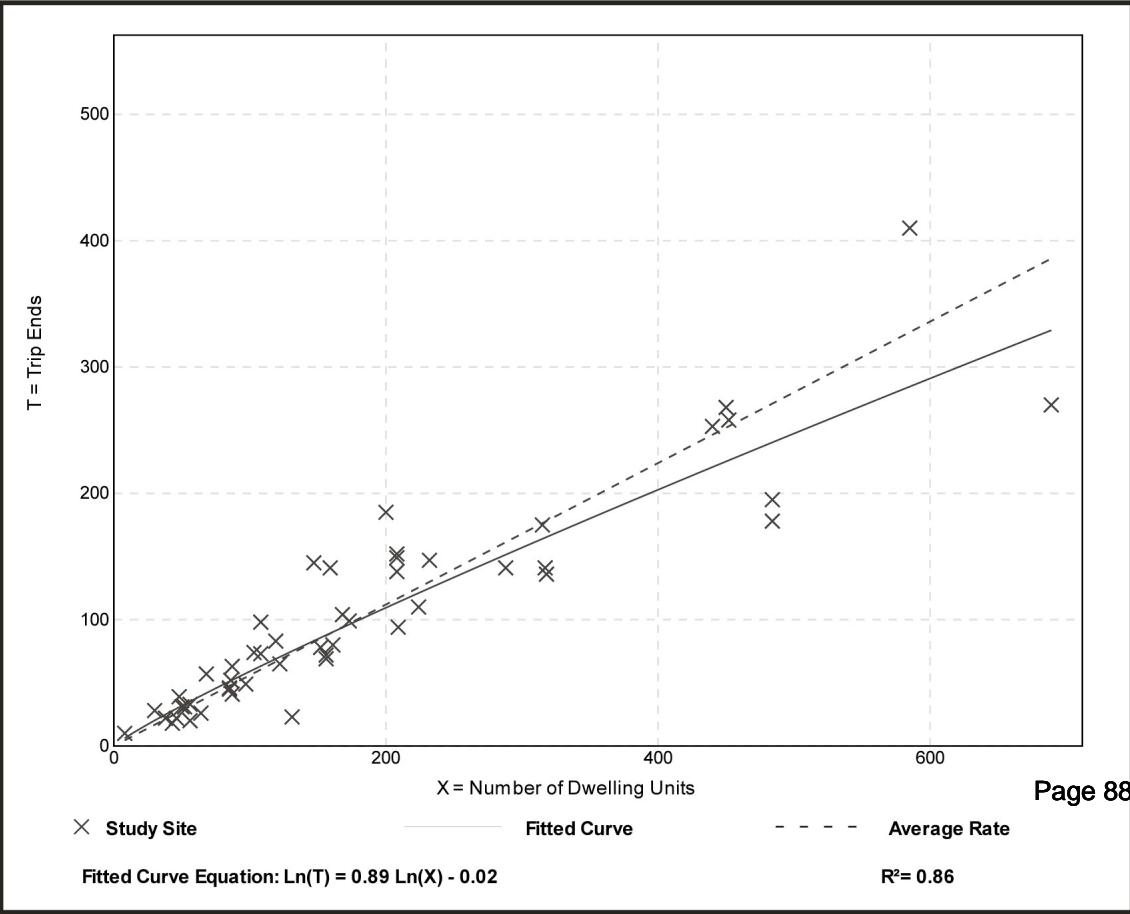


TABLE 3

Generalized Annual Average Daily Volumes for Florida's
Rural Undeveloped Areas and
Developed Areas Less Than 5,000 Population¹

January 2020

INTERRUPTED FLOW FACILITIES						UNINTERRUPTED FLOW FACILITIES					
STATE SIGNALIZED ARTERIALS						FREEWAYS					
Lanes	Median	B	C	D	E	Lanes	B	C	D	E	
2	Undivided	*	12,900	14,200	**	4	34,800	48,000	56,700	63,200	
4	Divided	*	29,300	30,400	**	6	48,900	69,000	82,600	94,800	
6	Divided	*	45,200	45,800	**	8	62,900	90,400	108,400	126,400	
Non-State Signalized Roadway Adjustments						Freeway Adjustments					
(Alter corresponding state volumes by the indicated percent.)						Auxiliary Lanes					
Non-State Signalized Roadways						Present in Both Directions					
						+ 20,000					
Median & Turn Lane Adjustments						UNINTERRUPTED FLOW HIGHWAYS					
Lanes	Median	Exclusive Left Lanes	Exclusive Right Lanes	Adjustment Factors		Rural Undeveloped					
2	Divided	Yes	No	+5%		Lanes	Median	B	C	D	E
2	Undivided	No	No	-20%		2	Undivided	4,600	8,600	14,000	28,500
Multi	Undivided	Yes	No	-5%		4	Divided	31,200	44,900	55,700	62,700
Multi	Undivided	No	No	-25%		6	Divided	46,800	67,600	83,500	94,200
—	—	—	Yes	+ 5%		Developed Areas					
One-Way Facility Adjustment						Lanes	Median	B	C	D	E
Multiply the corresponding two-directional volumes in this table by 0.6						2	Undivided	10,300	15,700	21,300	28,500
						4	Divided	29,300	42,300	54,000	61,600
						6	Divided	44,000	63,600	81,200	92,400
BICYCLE MODE²						Passing Lane Adjustments					
(Multiply vehicle volumes shown below by number of directional roadway lanes to determine two-way maximum service volumes.)						Alter LOS B-D volumes in proportion to the passing lane length to the highway segment length					
Rural Undeveloped						Uninterrupted Flow Highway Adjustments					
Paved Shoulder/Bicycle Lane Coverage	B	C	D	E		Lanes	Median	Exclusive left lanes	Adjustment factors		
0-49%	*	1,300	2,000	3,200		2	Divided	Yes	+5%		
50-84%	1,000	2,100	3,200	10,600		Multi	Undivided	Yes	-5%		
85-100%	2,600	3,900	18,500	>18,500		Multi	Undivided	No	-25%		
Developed Areas						¹ Values shown are presented as two-way annual average daily volumes for levels of service and are for the automobile/truck modes unless specifically stated. This table does not constitute a standard and should be used only for general planning applications. The computer models from which this table is derived should be used for more specific planning applications. The table and deriving computer models should not be used for corridor or intersection design, where more refined techniques exist. Calculations are based on planning applications of the HCM and the Transit Capacity and Quality of Service Manual.					
Paved Shoulder/Bicycle Lane Coverage	B	C	D	E		² Level of service for the bicycle and pedestrian modes in this table is based on number of vehicles, not number of bicyclists or pedestrians using the facility.					
0-49%	*	2,300	4,900	15,600		* Cannot be achieved using table input value defaults.					
50-84%	1,700	4,500	13,300	18,500		** Not applicable for that level of service letter grade. For the automobile mode, volumes greater than level of service D become F because intersection capacities have been reached. For the bicycle mode, the level of service letter grade (including F) is not achievable because there is no maximum vehicle volume threshold using table input value defaults.					
85-100%	5,900	18,500	>18,500	**		Source: Florida Department of Transportation Systems Implementation Office https://www.fdot.gov/planning/systems/					
PEDESTRIAN MODE²											
(Multiply vehicle volumes shown below by number of directional roadway lanes to determine two-way maximum service volumes.)											
Sidewalk Coverage	B	C	D	E							
0-49%	*	*	2,700	9,200							
50-84%	*	1,500	8,400	14,900							
85-100%	3,600	10,200	16,700	>19,200							

TABLE 6

Generalized **Peak Hour Two-Way** Volumes for Florida's
Rural Undeveloped Areas and
Developed Areas Less Than 5,000 Population¹

January 2020

INTERRUPTED FLOW FACILITIES						UNINTERRUPTED FLOW FACILITIES					
STATE SIGNALIZED ARTERIALS						FREEWAYS					
Lanes	Median	B	C	D	E	Lanes	B	C	D	E	
2	Undivided	*	1,220	1,350	**	4	3,650	5,040	5,950	6,640	
4	Divided	*	2,790	2,890	**	6	5,130	7,250	8,670	9,950	
6	Divided	*	4,300	4,350	**	8	6,600	9,490	11,380	13,270	
Non-State Signalized Roadway Adjustments						Freeway Adjustments					
(Alter corresponding state volumes by the indicated percent.)						Auxiliary Lanes					
Non-State Signalized Roadways						Present in Both Directions					
						+ 1,800					
Median & Turn Lane Adjustments						UNINTERRUPTED FLOW HIGHWAYS					
Lanes	Median	Exclusive Left Lanes	Exclusive Right Lanes	Adjustment Factors		Rural Undeveloped					
2	Divided	Yes	No	+5%		Lanes	Median	B	C	D	E
2	Undivided	No	No	-20%		2	Undivided	440	820	1,330	2,710
Multi	Undivided	Yes	No	-5%		4	Divided	2,960	4,270	5,290	5,960
Multi	Undivided	No	No	-25%		6	Divided	4,450	6,420	7,930	8,950
—	—	—	Yes	+ 5%		Developed Areas					
One-Way Facility Adjustment						Lanes	Median	B	C	D	E
Multiply the corresponding two-directional volumes in this table by 0.6						2	Undivided	980	1,490	2,020	2,710
						4	Divided	2,780	4,020	5,130	5,850
						6	Divided	4,180	6,040	7,710	8,780
BICYCLE MODE²						Passing Lane Adjustments					
(Multiply vehicle volumes shown below by number of directional roadway lanes to determine two-way maximum service volumes.)						Alter LOS B-D volumes in proportion to the passing lane length to the highway segment length					
Rural Undeveloped						Uninterrupted Flow Highway Adjustments					
Paved Shoulder/Bicycle Lane Coverage	B	C	D	E		Lanes	Median	Exclusive left lanes	Adjustment factors		
0-49%	*	120	190	300		2	Divided	Yes	+5%		
50-84%	100	200	310	1,010		Multi	Undivided	Yes	-5%		
85-100%	250	370	1,760	>1,760		Multi	Undivided	No	-25%		
Developed Areas						PEDESTRIAN MODE²					
Paved Shoulder/Bicycle Lane Coverage	B	C	D	E		(Multiply vehicle volumes shown below by number of directional roadway lanes to determine two-way maximum service volumes.)					
0-49%	*	220	460	1,480		Sidewalk Coverage	B	C	D	E	
50-84%	170	430	1,270	>1,760		0-49%	*	*	220	840	
85-100%	560	1,760	>1,760	**		50-84%	*	120	780	1,390	
						85-100%	320	940	1,560	>1,820	

¹Values shown are presented as peak hour directional volumes for levels of service and are for the automobile/truck modes unless specifically stated. This table does not constitute a standard and should be used only for general planning applications. The computer models from which this table is derived should be used for more specific planning applications. The table and deriving computer models should not be used for corridor or intersection design, where more refined techniques exist. Calculations are based on planning applications of the HCM and the Transit Capacity and Quality of Service Manual.

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** Not applicable for that level of service letter grade. For the automobile mode, volumes greater than level of service D become F because intersection capacities have been reached. For the bicycle mode, the level of service letter grade (including F) is not achievable because there is no maximum vehicle volume threshold using table input value defaults.

Source:
Florida Department of Transportation
Systems Implementation Office
<https://www.fdot.gov/planning/systems/>

CITY OF CARRABELLE CARRABELLE, FLORIDA

BRENDA LAPAZ
MAYOR-COMMISSIONER

FRANKLIN MATHES
COMMISSIONER

CAL ALLEN
COMMISSIONER

KEITH WALDEN
COMMISSIONER

ANTHONY MILLENDER
COMMISSIONER



DAN HARTMAN
CITY ATTORNEY

COURTNEY DEMPSEY
CITY ADMINISTRATOR

KEISHA MESSER
CITY CLERK

1206 HWY 98 E
CARRABELLE, FLORIDA
32322

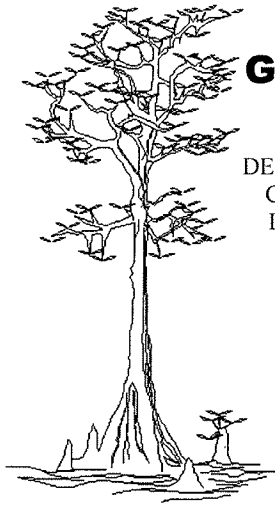
DATE: October 25, 2021

TO: John Green, Lynnwood Development Corporation

FROM: City of Carrabelle City Administrator, Courtney Dempsey

SUBJECT: St James West PUD – Will Serve Letter

This letter is to confirm that the City of Carrabelle has potable water and wastewater treatment capacity to serve the development being proposed. We understand that the proposed development consists of 66 single family lots and 32 multifamily units. Water and sewer service is subject to payment of applicable impact and connection fees; and evaluation of water distribution capacity and wastewater transmission capacity, for which any improvements identified as needed to support the proposed development, will be the responsibility of the developer to fund and construct.



GARLICK ENVIRONMENTAL ASSOCIATES, INC.

SPECIALIZING IN: REGULATORY PERMITS • WETLANDS/UPLAND JURISDICTIONAL
DELINEATIONS • SUBMERGED LAND LEASES • ECOLOGICAL INVENTORY ASSESSMENTS •
CONSERVATION AND OTHER EASEMENTS • EXPERT WITNESS AND ENVIRONMENTAL
LITIGATION SERVICES • MITIGATION • CULTURAL RESOURCE ANALYSIS • CREATIVE
MARINA, DOCK, AND SUBDIVISION DESIGN

June 16, 2021

Ms Cortni Bankston
Franklin County Planning & Zoning
33 Commerce Street
Apalachicola, FL 32320

Re: Planning and Zoning Agenda
GEA File No. 21-177
Sea-Cured Storage, LLC

Dear Ms. Cortni Bankston:

Please find attached an Application for Re-Zoning & Land Use Change for the referenced project. The current Zoning of the parcel is C-2, Commercial Business District. We are requesting the Zoning be change to R-7, Multi- Family.

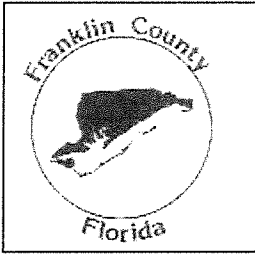
Please find attach a copy of the Property Appraiser's sheet indicating ownership of the parcel, which is owned by Sea-Cured Storage, LLC.

If you have any questions, please let us know.

Sincerely,

Kevin Burdette, Project Manager
Garlick Environmental Associates, Inc.

Attachments



APPLICATION FOR RE-ZONING & LAND USE CHANGE

FRANKLIN COUNTY BUILDING DEPARTMENT

34 Forbes Street, Suite 1, Apalachicola, Florida 32320

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

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

PROPERTY OWNER'S NAME: Seacured Storage LLC
 MAILING ADDRESS: 736 Driftwood Drive City/State/Zip: Lynn Haven, FL 32444
 PHONE #: 850-527-2330 CELL #: _____ EMAIL: _____

AGENT'S NAME: Dan Garlick
 MAILING ADDRESS: Post Office Box 385 City/State/Zip: Apalachicola, FL 32329
 PHONE #: 850-653-8899 CELL #: 850-899-5252 EMAIL: dan@garlickenv.com

PROPERTY DESCRIPTION: 911 Address: U.S. Highway 98 Eastpoint

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

Parcel Identification #: 36-08S-07W-0000-0220-0000 (Sec 34-8B-7W)

JURISDICTION: ☒ Franklin County

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

ACREAGE: 5.9

CURRENT ZONING: C-2 CURRENT LAND USE: (vacant) Commercial Business Dist.

REQUESTED ZONING: R-7 REQUESTED LAND USE: Multi-Family

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

PLANNING & ZONING DATE: _____

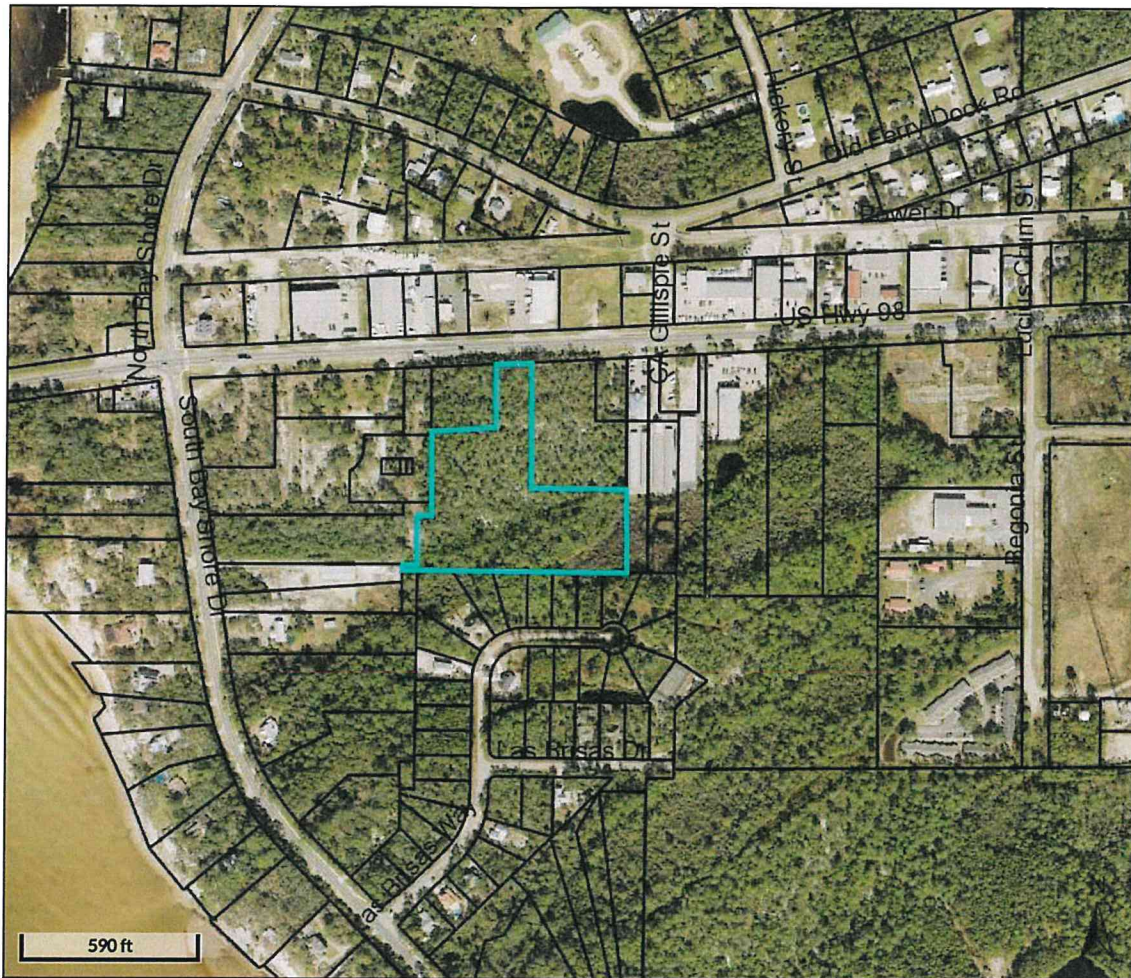
RECOMMENDED APPROVAL: _____ RECOMMENDED DENIAL: _____ RECOMMENDED TO TABLE: _____
 CONDITIONS: _____

BOARD OF COUNTY DATE: _____
 RECOMMENDED APPROVAL: _____ RECOMMENDED DENIAL: _____ RECOMMENDED TO TABLE: _____
 CONDITIONS: _____

PUBLIC HEARING DATE: _____
☐ APPROVED ☐ DENIED ☐ TABLED
 CONDITIONS: _____

Instructions: Complete application, including proof of ownership in the form of deed, detailed description of request including any necessary information supporting request (site plan/survey) and application fee of \$150.00 for Re-Zoning and \$150.00 for Land Use Change. Return to the following address:

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



Overview



Legend

- ☐ Parcels
- ☐ Roads
- ☐ City Labels

Parcel ID	36-085-07W-0000-0220-0000	Alternate ID	07W08S36000002200000	Owner Address	SEA-CURED STORAGE LLC
Sec/Twp/Rng	36-85-7W	Class	VACANT		736 DRIFTWOOD DR
Property Address		Acreage	5.9		LYNN HAVEN, FL 32444
	EASTPOINT				
District	5				
Brief Tax Description	5.9 AC M/L IN SEC 36-085-07W				
	(Note: Not to be used on legal documents)				

Date created: 5/27/2021

Last Data Uploaded: 5/27/2021 7:46:28 AM

 Developed by  **Schneider**
GEOSPATIAL

**Parcel Summary**

Parcel ID 36-085-07W-0000-0220-0000
Location
Address EASTPOINT 32328
Brief 5.9 AC M/L IN SEC 36-085-07W OR 2/89 25/21 98/51 139/499 183/541 190/383 444/156 446/308 505/140 527/182-97 553/271-82 563/424 565/169
Tax Description* 569/645-649 572/207 927/15 1246/344 (L/E 1274/484) (L/E 1274/486) (L/E 1289/704)
*The Description above is not to be used on legal documents.
Property Use Code VACANT (000000)
Sec/Twp/Rng 36-85-7W
Tax District East Point (District 5)
Millage Rate 14.2322
Acreage 5.900
Homestead N

[View Map](#)**Owner Information**

Primary Owner
 Sea-Cured Storage LLC
 736 Driftwood Dr
 Lynn Haven, FL 32444

Land Information

Code	Land Use	Number of Units	Frontage	Depth
000016	EPC W IS DR	116.00	0	0
000000	VAC RES	5.34	0	0

Sales

Multi Parcel	Sale Date	Sale Price
N	06/29/2019	\$464,500
N	02/05/2007	\$100
N	03/10/1994	\$88,200

Valuation

	2020 Certified	2019 Certified	2018 Certified	2017 Certified
Building Value	\$0	\$0	\$0	\$0
Extra Features Value	\$0	\$0	\$0	\$0
Land Value	\$164,659	\$218,280	\$146,461	\$146,461
Land Agricultural Value	\$0	\$0	\$0	\$0
Agricultural (Market) Value	\$0	\$0	\$0	\$0
Just (Market) Value	\$164,659	\$218,280	\$146,461	\$146,461
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Exempt Value	\$0	\$0	\$0	\$0
Taxable Value	\$164,659	\$161,107	\$146,461	\$146,461
Maximum Save Our Homes Portability	\$0	\$57,173	\$0	\$0

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

TRIM Notice 2020
[2020 TRIM Notice \(PDF\)](#)
TRIM Notice 2019
[2019 TRIM Notice \(PDF\)](#)

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

-
- SCALE: 1" = 50'
- (ASSUMED NORTH)

[illegible]

NOTICE OF LAND USE CHANGE

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

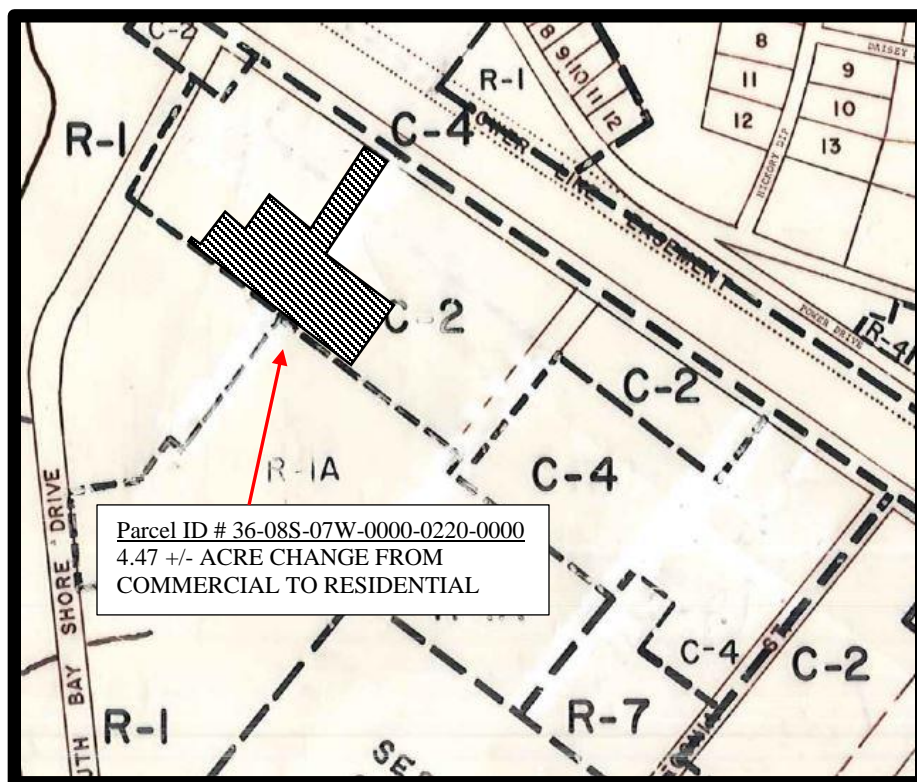
AN ORDINANCE AMENDING THE FRANKLIN COUNTY COMPREHENSIVE PLAN TO CHANGE THE PERMITTED USE OF A 4.47 +/- ACRE PARCEL OF LAND IN SECTION 36, TOWNSHIP 8 SOUTH, RANGE 7 WEST, FROM COMMERCIAL TO RESIDENTIAL.

A public hearing on the proposed change will be held on Tuesday, December 21, 2021, at 10:30 a.m. at the County Commission meeting room in the Franklin County Courthouse Annex, 34 Forbes Street, Apalachicola, Florida. More information can be obtained, and the proposed changes may be inspected at the Franklin County Planning Department, 34 Forbes Street, Suite 1, Apalachicola, Florida 32320 (telephone 850-653-9783).

Effective May 4, 2021, the general public will be allowed in the commission meeting room for meetings. The County Commission encourages the public to continue the use of Zoom. The login information will be provided online by Thursday, December 16, 2021, by downloading the agenda for the December 21, 2021, Board of County Commission Meeting located at www.franklincountyflorida.com/resources/agendas-minutes/

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Publish Dates: Thursday, November 18, 2021
Thursday, December 2, 2021





GARLICK ENVIRONMENTAL ASSOCIATES, INC.

SPECIALIZING IN: REGULATORY PERMITS • WETLANDS/UPLAND JURISDICTIONAL
 DELINEATIONS • SUBMERGED LAND LEASES • ECOLOGICAL INVENTORY ASSESSMENTS •
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 LITIGATION SERVICES • MITIGATION • CULTURAL RESOURCE ANALYSIS • CREATIVE
 MARINA, DOCK, AND SUBDIVISION DESIGN

June 16, 2021

Ms Cortni Bankston
 Franklin County Planning & Zoning
 33 Commerce Street
 Apalachicola, FL 32320

Re: Planning and Zoning Agenda
 GEA File No. 21-177
 Sea-Cured Storage, LLC

Dear Ms. Cortni Bankston:

Please find attached an Application for Re-Zoning & Land Use Change for the referenced project. The current Zoning of the parcel is C-2, Commercial Business District. We are requesting the Zoning be change to R-7, Multi- Family.

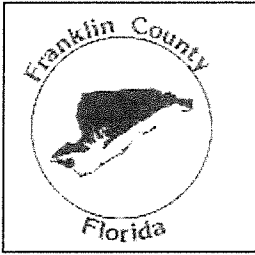
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If you have any questions, please let us know.

Sincerely,

Kevin Burdette, Project Manager
 Garlick Environmental Associates, Inc.

Attachments



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34 Forbes Street, Suite 1, Apalachicola, Florida 32320

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

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

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PROPERTY DESCRIPTION: 911 Address: U.S. Highway 98 Eastpoint

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

Parcel Identification #: 36-08S-07W-0000-0220-0000 (Sec 36-8B-7W)

JURISDICTION: ☒ Franklin County

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

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PLANNING & ZONING DATE: _____

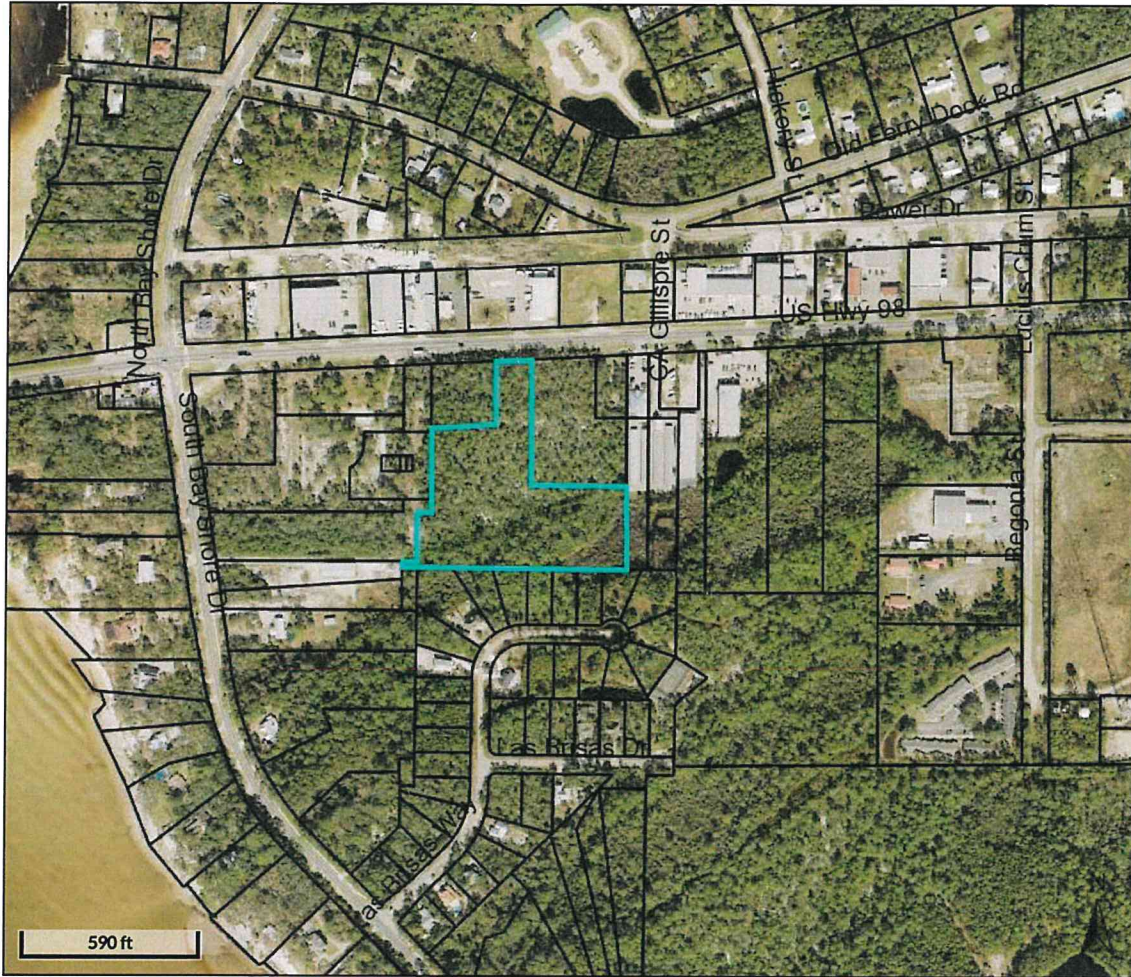
RECOMMENDED APPROVAL: _____ RECOMMENDED DENIAL: _____ RECOMMENDED TO TABLE: _____
 CONDITIONS: _____

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District	5				
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	(Note: Not to be used on legal documents)				

Date created: 5/27/2021
Last Data Uploaded: 5/27/2021 7:46:28 AM

Developed by  Schneider
GEOSPATIAL

**Parcel Summary**

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Sec/Twp/Rng 36-85-7W
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Millage Rate 14.2322
Acreage 5.900
Homestead N

[View Map](#)**Owner Information**

Primary Owner
 Sea-Cured Storage LLC
 736 Driftwood Dr
 Lynn Haven, FL 32444

Land Information

Code	Land Use	Number of Units	Frontage	Depth
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000000	VAC RES	5.34	0	0

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Multi Parcel	Sale Date	Sale Price
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TRIM Notice 2020
[2020 TRIM Notice \(PDF\)](#)
TRIM Notice 2019
[2019 TRIM Notice \(PDF\)](#)

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

-
- SCALE: 1" = 50'
- (ASSUMED NORTH)

<p>THIS SURVEY IS CERTIFIED TO BE SEA-CURE BOARD & RV, LLC.</p>	
<p>THIS SURVEY WAS PREPARED FOR THE SOLE BENEFIT OF THE ABOVE CERTIFIED ENTITIES. IT IS NOT TO BE USED FOR ANY OTHER PURPOSES. ANY OTHER USE OF THIS SURVEY, INCLUDING REPRODUCTION OR DISTRIBUTION, WITHOUT THE WRITTEN PERMISSION OF SEA-CURE BOARD & RV, LLC, IS STRICTLY PROHIBITED. THE SURVEYING FIRM ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS. THE SURVEYING FIRM IS NOT RESPONSIBLY FOR ANY DAMAGE TO THE PROPERTY OR PERSONS OF ANY PARTY. THE SURVEYING FIRM IS NOT RESPONSIBLY FOR ANY DAMAGE TO THE PROPERTY OR PERSONS OF ANY PARTY. THE SURVEYING FIRM IS NOT RESPONSIBLY FOR ANY DAMAGE TO THE PROPERTY OR PERSONS OF ANY PARTY.</p>	
<p>SEPARATE PURPOSE SURVEY TO REBUILDING CASUALTY REPAIRED RAIL</p>	
<p>SEA-CURE BOARD & RV, LLC</p>	
<p>PREPARED BY:</p>	
<p>EDWIN G. BROWN AND ASSOCIATES, INC.</p>	
<p>381 OAKDALE AVE. P.O. BOX 6 OAKDALE, IL 62450 (618)393-3016</p>	
<p>WEDNESDAY</p>	<p>COUNTY: JEFFERSON</p>
<p>THURSDAY</p>	<p>SECTION: 34</p>
<p>FRIDAY</p>	<p>TOWNSHIP: 6-SOUTH</p>
<p>SURVEY 1 OF 1</p>	<p>RANGE: 7-NORTH</p>
<p>19-277</p>	<p>JOB NUMBER:</p>
<p>REMAIN</p>	<p>REMARKS:</p>

NOTICE OF ZONING CHANGE

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

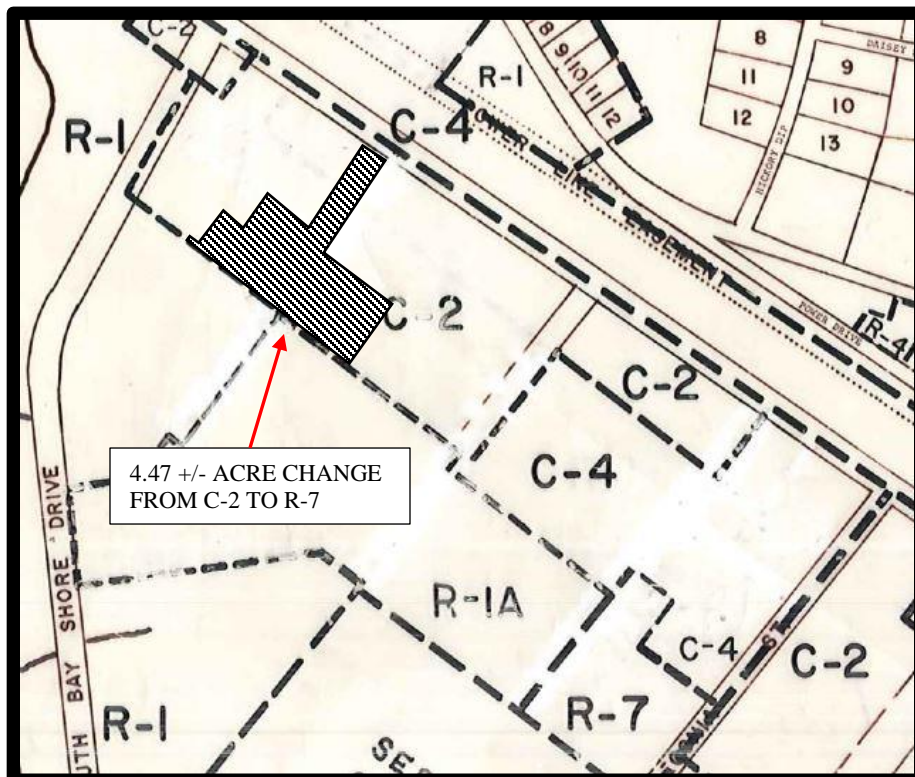
AN ORDINANCE REZONING 4.47 +/- ACRES OF LAND IN SECTION 36, TOWNSHIP 8 SOUTH, RANGE 7 WEST, FROM C-2 COMMERCIAL BUSINESS DISTRICT TO R-7 MULTI-FAMILY HIGH DENSITY DISTRICT.

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Publish Dates: Thursday, November 18, 2021
Thursday, December 2, 2021



Change Order No. 02

Date of Issuance: _____ Effective Date: _____
 Owner: **Franklin County Board of County Commissioners** Owner's Contract No.: **FPID No. 440644-1-34-01**
 Contractor: **CW Roberts Contracting** Contractor's Project No.: _____
 Engineer: _____ Engineer's Project No.: **50082816**
 Project: **CR 67 WIDENING AND RESURFACING PROJECT** Contract Name: _____

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

Description: Migrate quantity and unit price of borrow excavation to regular excavation as this soil was hauled off the site.

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>2,813,971.93</u>	Original Contract Times: <u>180</u> Days Substantial Completion: _____ Ready for Final Payment: _____ days or dates
(Increase) [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ <u>14,018.21</u>	(Increase) [Decrease] from previously approved Change Orders No. ___ to No. ___: <u>111</u> Substantial Completion: _____ Ready for Final Payment: <u>11-26-2021</u> days
Contract Price prior to this Change Order: \$ <u>2,827,990.14</u>	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] (Decrease) of this Change Order: \$ <u>66,629.20</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ <u>2,761,360.94</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>291</u> Ready for Final Payment: <u>11-26-2021</u> days or dates

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

Approved by Funding Agency (if applicable)

By: _____ Date: _____
 Title: _____

**AMENDMENT NO. 1 TO GRANT AGREEMENT FM446
BETWEEN
DEPARTMENT OF FINANCIAL SERVICES
AND
FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS**

This Amendment No. 1 (Amendment) to Agreement FM446 (Agreement), is made by and between the Department of Financial Services (Department), an agency of the state of Florida (State), and Franklin County Board of County Commissioners (Grantee), collectively referred to herein as the “Parties.”

WHEREAS, the Department, pursuant to Specific Appropriation 2367A of the General Appropriations Act for the 2018-2019 State fiscal year, entered into the Agreement with the Grantee on January 23, 2020, for the installation of an automatic fire sprinkler system, with a performance period beginning July 1, 2018;

WHEREAS, the Grantee was appropriated an additional \$250,000 for this project pursuant to Specific Appropriation 2377A of the General Appropriations Act for the 2021-2022 State fiscal year; and

WHEREAS, the Parties wish to amend the Agreement as set forth herein to amend Appendix 1, Grantee’s Contract with its Contractor for Design/Installation Work, and to add Appendix 2, Grantee’s Contract with Gilchrist Ross Crowe Architects, P.A., for the Design Work, and to update other provisions as stated below.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

- 1) The terms and conditions of the Agreement are incorporated by reference as if fully re-written herein. Except as expressly amended and supplemented by this Amendment, the terms and conditions of the Agreement will remain in effect unchanged. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.
- 2) The first Whereas clause of the Agreement is amended to read as follows:

Whereas, the Department, through its Division of State Fire Marshal (Division), has authority, pursuant to Specific Appropriation 2367A of the General Appropriations Act for the 2018-2019 State fiscal year of “Grants and Aids to Local Governments and Nonstate Entities – Fixed Capital Outlay” and Specific Appropriation 2377A of the General Appropriations Act for the 2021-2022 State fiscal year of “Grants and Aids to Local Governments and Nonstate Entities – Fixed Capital Outlay,” to grant funds to the Grantee; and

- 3) The first paragraph of Section A., Tasks and Performance Requirements, of the Agreement is hereby amended to read as follows:

In accordance with lines 2367A of the General Appropriations Act for the 2018-2019 State fiscal year and 2377A of the General Appropriations Act for the 2021-2022 State fiscal year, the Grantee shall complete the tasks specified herein in accordance with the terms and conditions of this Agreement, including its attachments and exhibits, which are incorporated by reference herein.

- 4) Subsection 1, Compensation of Section E., Payment and Funding Considerations, of the Agreement is hereby amended to delete the second sentence in its entirety and replace it with the following sentence:

The Agreement shall not exceed \$350,000, and payment shall only be issued by the Department after acceptance of the Grantee's performance as set forth by the terms and conditions of this Agreement.

- 5) Subsection 6, Records Retention, of Section F., Governing Laws of the State, of the Agreement is hereby amended to delete the second sentence in its entirety and replace it with the following sentence:

The Grantee shall retain records demonstrating its compliance with the terms of the Agreement five (5) years after the expiration of the Agreement and all pending matters, or the period required by the General Records Schedules GS1-SL maintained by the Florida Department of State (available at: <https://dos.myflorida.com/media/703328/gsl-sl-2020.pdf>), whichever is longer.

- 6) Section G., Return or Recoupment of Funds, of the Agreement is hereby amended to correct and replace the reference to "Section Y., Limitation of Liability" in the second enumerated paragraph with "Section X., Limitation of Liability."

- 7) Section I., Employment Eligibility Verification, of the Agreement is hereby deleted in its entirety and replaced with the following:

I. Employment Eligibility Verification: N/A

- 8) Section S., Entire Agreement, of the Agreement is hereby amended to update the description of Appendix 1 on line f) and to add an additional line g), as follows:

f) Appendix 1, Grantee's Contract with EMO for the Design/Installation Work

g) Appendix 2, Grantee's Contract with Gilchrist Ross Crowe Architects, P.A., for the Design Work.

- 9) Section 1., Project Description, of Attachment 1, Scope of Work, is hereby deleted in its entirety and replaced with the following language:

1. **Project Description.** Line 2367A of the General Appropriations Act for the 2018-2019 State fiscal year provides for the appropriation of \$100,000 to the Grantee for the design and installation of an automatic fire sprinkler system at the Fort Coombs Armory, and line 2377A of the General Appropriations Act for the 2021-2022 State fiscal year, provides for an additional appropriation of \$250,000 to the Grantee to complete the installation of the automatic fire sprinkler system at the Fort Coombs Armory located at 4th Street, Apalachicola, Florida 32320, to serve the needs of the local community.

Funding under this Agreement will be used to complete the design and contract documents (drawings and specifications) associated with the installation of the new automatic fire sprinkler system and the associated plumbing, electrical, and fire alarm systems; to complete necessary repairs necessitated by the installation of the fire sprinkler system pertaining to carpentry, trim, roofing, and re-finishing of wood floors; and to prepare documents necessary to obtain the reviews and approvals from three governmental entities. The installation of the fire sprinkler system will be paid for with State and non-State funds. The cost of the project

is estimated at \$441,000.00. The Grantee will expend approximately \$91,000.00 in local or other source funds.

10) Section 2.a., Grantee Responsibilities., of Attachment 1, Scope of Work, is hereby deleted in its entirety and replaced with the following language:

- a. Complete the design and contract documents (drawings and specifications) associated with the installation of the new automatic fire sprinkler system and the associated plumbing, electrical, and fire alarm systems; complete necessary repairs necessitated by the installation of the fire sprinkler system pertaining to carpentry, trim, roofing, and re-finishing of wood floors; and prepare the documents necessary to obtain the reviews and approvals from the three governmental entities (see Appendix 1, which contains Grantee's agreement with its contractor, EMO, dated December 6, 2016, and EMO's correspondence to Grantee dated December 23, 2019, proposing to amend that agreement; and, Appendix 2, Grantee's agreement with contractor taking over the design of the project, Gilchrist Ross Crowe Architects, P.A., dated September 16, 2021).

11) Section 2. c., Grantee Responsibilities., of Attachment 1, Scope of Work, is hereby deleted in its entirety and replaced with the following language:

- c. Using State funds, to the extent those funds are available, complete the work identified in subsection a. above per Deliverable 1 requirements. Using local or other non-State funds, complete installation of the fire sprinkler system. The project must be completed in accordance with: the design and installation plans submitted to the Department; the requirements set forth in this Agreement; and applicable local, State (including, but not limited to, chapter 255, F.S.), and federal laws and regulations.

12) The bottom row of the table for Deliverable No. 1 in Section 4., Deliverables, of Attachment 1, Scope of Work, is hereby amended to read:

TOTAL REIMBURSABLE AMOUNT NOT TO EXCEED \$350,000.

13) Exhibit 1 of Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance, is hereby deleted in its entirety and replaced with the updated Exhibit 1 attached hereto and incorporated by reference.

14) Attachment 3, Index of Applicable Laws and Regulations, is hereby deleted in its entirety and replaced with the updated Attachment 3, Index of Applicable Laws and Regulations, attached hereto and incorporated by reference.

15) Appendix 1, coversheet for Grantee's Contract with its Contractor for Design/Installation Work is hereby amended to read:

Appendix 1, Grantee's Contract with EMO for the Design/Installation Work

16) Appendix 2, Grantee's contract with Gilchrist Ross Crowe Architects, P.A., to complete the design work for the fire sprinkler system is hereby added as a new Appendix 2 to the Agreement.

- 17) Addendum A, Public Records Requirements, of the Agreement is hereby deleted in its entirety and replaced with the updated Addendum A, Public Records Requirements, attached hereto and incorporated by reference.
- 18) Counterparts and Electronic Signature. This Amendment may be signed in multiple counterparts, each of which may be deemed an original, but which together shall constitute the same instrument. Facsimile, documents executed, scanned, and transmitted electronically and "Electronic Signatures" shall be deemed original signatures for purposes of this Amendment and all matters related thereto, with each such facsimile, scanned, or Electronic Signature having the same legal effect as original signatures. "Electronic Signature" means an electronic sound, symbol, or process attached to or associated with a contract or other record and adopted by a party with the intent to sign, authenticate, or accept such contract or record.
- 19) Except as otherwise provided in this Amendment, this Amendment shall be effective as of the date last signed below.

IN WITNESS WHEREOF, the Parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

Department of Financial Services

Franklin County Board of County Commissioners

Authorized Signature Date

Authorized Signature Date

Typed or Printed Name

Typed or Printed Name

Title

Title

**AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE**

Exhibit 1

**Federal Resources Awarded to the Grantee
Pursuant to this Agreement Consist of the Following:**

1. Federal Program A:

N/A

2. Federal Program B:

N/A

**Compliance Requirements Applicable to the Federal Resources
Awarded Pursuant to this Agreement are as Follows:**

1. Federal Program A:

N/A

2. Federal Program B:

N/A

**State Resources Awarded to the Grantee
Pursuant to this Agreement Consist of the Following:**

Matching Resources for Federal Programs:

1. Federal Program A:

N/A

2. Federal Program B:

N/A

Subject to Section 215.97, F.S.:

1. State Project A:

State Project: Local Government Fire Service Grants

State Awarding Agency: State of Florida, Department of Financial Services

Catalog of State Financial Assistance Title and Number: Local Government Fire Service Grants,
43.009

Amount: \$350,000

2. State Project B:

N/A

**Compliance Requirements Applicable to State Resources Awarded
Pursuant to this Agreement Are as Follows:**

The compliance requirements are as stated in Grant Agreement #FM446 between the Grantee and the Department, entered in State Fiscal Year 2021-2022.

Attachment 3
Index of Applicable Laws and Regulations

1. Statutory Requirements:

Chapter 112, F.S. (conflict of interest)
Chapter 119, F.S. (public records and exceptions to disclosure)
Sections 11.062 and 216.347, F.S. (prohibitions on the use of state funds for lobbying purposes)
Section 216.1366, F.S. (inspection of records)
Section 286.101, F.S. (foreign gifts and contracts)
Section 286.25, F.S. (sponsorship)
Section 287.133, F.S. (convicted vendor list)
Section 287.134, F.S. (discriminatory vendor list)
Section 287.135, F.S. (scrutinized companies)
Section 287.137, F.S. (antitrust violator vendor list)
Americans with Disabilities Act
Immigration and Nationality Act

2. Audit Requirements:

Section 20.055, F.S. (audit investigations)
Section 215.34, F.S. (return or recoupment of funds)
Section 215.97, F.S., Florida Single Audit Act
Section 215.971, F.S., Agreements Funded with Federal or State Assistance

3. Financial Requirements:

Section 215.422, F.S. (payments from state funds)
Section 273.02, F.S. (nonexpendable tangible personal property)
Section 287.05805, F.S. (if funding is used for real property purchase or improvement)
Section 287.0585, F.S. (payments to subcontractors)
Rule 60A-1.031, F.A.C. (MyFloridaMarketPlace)
Chief Financial Officer Memoranda Nos. 1, 2, and 4 (effective July 1, 2020)

Appendix 2

Grantee's Contract with Gilchrist Ross Crowe Architects, P.A., for the Design Work

September 16, 2021

Mark C. Curenton
County Planner
Franklin County, Florida
32320

Re: **Scope and Fee Proposal –
Franklin County – Fire suppression system
City of Apalachicola, Florida**

Dear Mark:

We are pleased to submit this scope of services and fee proposal for integrating a fire suppression system for Fort Coombs Armory

Project Scope Summary

The Historic Fort Coombs Armory is an A2 assemble occupancy. As such, the SFM has limited occupancy to 50 without a fire suppression system.

GRC will provide drawings and specifications for the fire suppression system and interior painting. Several agency reviews are needed.

As a historical building, Fort Coombs is under the purview of the Florida Division of Historical Resources. We will submit the sprinkler system design to the Division of Historical Resource Office. The State Fire Marshal will need to review the drawings. Additionally, the lead-based paint in the building requires stabilization.

Project team

We are proposing the following team members:

- GRC - Architects of Record
- FSM Engineering - MEP engineers with NFLFS for the Sprinkler system design
- Southern Earth Science - Lead paint mitigation plan.

We recommend FSM engineering; they will sign and seal the sprinkler system. FSM and NFLFS are designing and certifying the sprinkler system. They are also detailing the sprinkler system and fire alarm interface.

We are recommending Southern Earth Science (SES) to assess the lead paint stabilization requirements. SES will review the extent of lead paint and provide us the stabilization protocols. SES has included time to attend the pre-bid conference and a post-stabilization inspection.

Design services

PRE-DESIGN PHASE: We recommending a pre-design phase to coordinate with the Department of Historic Preservation and the State Fire Marshal. We will meet with the Apalachicola permitting authority, and discuss the permitting requirements. We will also contract for the Hydrant flow test. The

flow test provides the baseline for the sprinkler system hydraulics. We will provide a letter report summarizing the meeting results.

BASIC SERVICES: Basic services will include drawings and specifications for the sprinkler and interior painting scope. We recommend two design submittals: 50% CD's and 100% permit documents. The 50% submittal will provide an early review of the scope and budget. GRC will utilize the 50% submittal to solicit General Contractors, Vendors and Subcontractors to bid the project and obtain budgets and scheduling information prior to finalizing the design.

The Construction Management (CM) project delivery is an alternative method of contracting the project. They would be brought in during final design and would then schedule and prepare bids. A CM is advantageous when there is a critical timeline.

The 100% drawings will include all comments from the 50% review. These drawings will be signed & sealed and used for permitting. Bidding can occur concurrently with the permit review as long as permit comments are issued.

Bidding: We have included fees to monitor the project Bidding & Permitting. We will assist in the bidding process. We will answer questions and comments generated by the permit review and bidding contractor. We will issue addenda revising the specifications and drawings to clarify questions. We will review the bids and make a recommendation to the County.

Construction Administration: We have not included fees for construction administration (CA) at this time. The lead-paint stabilization work scope is undefined at this time. The work and subsequent duration need to be clarified and coordinated with the fire sprinkler installation to determine the total project duration. The SES specifications and report are required to schedule the project.

Schedule

We will begin the predesign services upon authorization. We have scheduled 2 weeks for reviewing the project scope with Historic Resources, SFM, and City officials. We will schedule a flow test and forward the results once complete.

Basic services will involve two design submittals: bidding and CA. We list our Basic Services schedule below:

- 50% CD submittal 3-weeks
- Owner review 1-week
- 100% CD 3-weeks
- Owner review 1-week
- Permitting 3-weeks
- Bid 4-weeks
- CA Undetermined at this time

Deliverables

The deliverables include two sets of drawings and electronic PDF files at 50%. We will provide two sets of signed and sealed draws and specifications at 100% CD. We will also issue electronic E-sealed drawings for permitting.

Fees

Fort Coombs Armory - Apalachicola, Florida				
Pre-design	GRC	FSM	SES	Sub-totals
TASK 1: Pre-design				
Subtotal Fee	\$ 4,790.00	\$ 1,300.00		\$ 6,090.00
Basis Services				
TASK 2: 50% CDs Permit Documents	\$ 11,260.00	\$ 5,350.00	\$ 1,350.00	\$ 17,960.00
Subtotal Fee				
TASK 3: 100% CDs Permit Documents				
Subtotal Fee	\$ 14,975.00	\$ 4,750.00	\$ 750.00	\$ 20,475.00
TASK 4: Bidding & Permitting				
Subtotal Fee	\$ 3,060.00	\$ 1,200.00	\$ 750.00	\$ 5,010.00
TASK 5: Construction Administration Budget				
Subtotal Fee	TBD	TBD	TBD	\$ -
TOTAL BASIC SERVICES	\$ 29,295.00	\$ 11,300.00	\$ 2,850.00	\$ 43,445.00
TOTAL DESIGN FEES	\$ 34,085.00	\$ 12,600.00	\$ 2,850.00	\$ 49,535.00
PRINTING Reimbursable	\$ 738.00			\$ 738.00
TOTAL ALL SERVICES	\$ 34,823.00	\$ 12,600.00	\$ 2,850.00	\$ 50,273.00

Invoicing

We propose to invoice following completion of each task. We will invoice construction in proportion to work complete.

If you have any questions or concerns on the scope of the proposal, please give us a call.

Sincerely,

Accepted by

Gilchrist Ross Crowe Architects



Connor D. Ross, AIA LEED AP



Ricky D. Jones
Chairman of the County Commission
Franklin County, Florida

Attachments:

GRC man-hour breakdown
FSM Proposal
SES Proposal

Fort Coombs Armory - Apalachicola, Florida

TASK 1: Pre-design					
	Principal Architect	Project Manager	Graduate Architect	Clerical/ Secretary	Total
.0 Administration and Management	2	2		1	
.1 Pre-proposal meeting	2	2			
.2 Historic Preservation Review	4	1	2		
.3 State Fire Marshal Review	4	1	2		
.4 City Building department	1	1	2		
.5 Letter report	4	2		2	
Subtotal Hours	17	9	6	3	
Hourly Rate	175.00	125.00	85.00	60.00	
Task 1 - Pre Design Fees	\$ 2,975	\$ 1,125	\$ 510	\$ 180	\$ 4,790

Basic services					
TASK 2: 50% CDs Permit Documents					
	Principal Architect	Project Manager	Graduate Architect	Clerical/ Secretary	Total
.0 Administration and Management	2			2	
.1 Reformatting sheets (CS, G1.10)		2	4		
.2 Life safety plans (LS 1.11, LS 1.12)	2		4		
.3 Demo Plans (D1.11, D1.12, D 2.11, D2.12)	4		8		
.4 Floor plans drawings (A1.11, A1.12, A2.11, A2.12)	2	4	8		
.5 Building Sections & Elevations (A3.11)	2		8		
.6 Details and schedules (A5.11, A6.10, A6.11)	2	4	8		
.7 Specifications Div 1 and tech spec.	8			4	
.8 MEP Coordination	4	4	4		
.9 50% submittal	2		6		
Subtotal Hours	28	14	50	6	
Hourly Rate	175.00	125.00	85.00	60.00	
Task 2 - 50% CD's	\$ 4,900	\$ 1,750	\$ 4,250	\$ 360	\$ 11,260

TASK 3: 100% CDs Permit Documents					
	Principal Architect	Project Manager	Graduate Architect	Clerical/ Secretary	Total
.0 Administration and Management	2			2	
.2 Life safety plans (LS 1.11, LS 1.12)	2		8		
.3 Demo Plans (D1.11, D1.12, D 2.11, D2.12)	4		8		
.4 Floor plans drawings (A1.11, A1.12, A2.11, A2.12)	4	4	12		
.5 Building Sections & Elevations (A3.11)	2		8		
.6 Details and schedules (A5.11, A6.10, A6.11)	4	4	8		
.7 Specifications Div 1 and tech spec.	16	4		4	
.8 MEP Coordination	4	4	4		
.9 100% submittal	4	4	4		
.8 Sign & Seal and submit permit documents	1		2		
Subtotal Hours	43	20	54	6	
Hourly Rate	175.00	125.00	85.00	60.00	
Task 3 - 100% CD's	\$ 7,525	\$ 2,500	\$ 4,590	\$ 360	\$ 14,975

Fort Coombs Armory - Apalachicola, Florida

TASK 4: Bidding & Permitting						
		Principal Architect	Project Manager	Graduate Architect	Clerical/ Secretary	Total
.0 Administration and Management		1	1		2	
.1 Respond to permit comments		3	3			
.2 Pre-bid meeting			2			
.3 Monitor questions and issue addenda		2	4	4		
.4 Bid		1	1			
Subtotal Hours		7	11	4	2	
Hourly Rate		175.00	125.00	85.00	60.00	
Task 4 - Bidding and Permitting		\$ 1,225	\$ 1,375	\$ 340	\$ 120	\$ 3,060
TOTAL BASIC SERVICES FEES						\$ 29,295
TOTAL DESIGN FEES						\$ 34,085
PRINTING						
		sheets	cost/sheet	sub-total	# of sets	
50% CD's 2 sets of 25		25	\$ 6.00	\$ 150.00	2	\$ 300.00
100% CD 2 sets plans and specifications		35	\$ 6.00	\$ 210.00	2	\$ 420.00
Specifications		75	\$ 0.12	\$ 9.00	2	\$ 18.00
Total Printing						\$ 738.00
TOTAL ALL FEES						\$ 34,823



Thursday, September 16, 2021

FSM Engineering
1834-A Jaclif Court
Tallahassee, FL 32308

Conner Ross
GRC Architects

Re: Fort Combs Armory and Convention Center Renovations - Apalachicola

Dear Connor-

PROJECT:

It is understood this project is for the Fire Alarm and Fire Protection work associated with the Fort Combs Armory and Convention Center Renovations in Apalachicola, Florida. The Design will include the fire alarm design and fire sprinkler design for the existing historic building. We will perform site visits as described below and perform a fire flow test to obtain current flow and pressure readings from the municipal water supply.

EXCLUSIONS

HVAC, Plumbing or Electrical design (except for fire alarm design work), Structural, Civil, security, access control, standby/emergency generator, photovoltaic systems, lightning protection, attendance at owner/contractor meetings (except as defined in the fee schedule), generation of as-built drawings, commissioning, and support for LEED certification are not included in this scope of services.

DELIVERABLES

The following submittals are included in this price:

- 50% Documents
- 100% Documents

Upon delivery, FSMe will be available for a review/coordination meeting to be scheduled by the Architect.

ARCHITECTS OBLIGATION

The architect shall furnish CAD drawings in ".rvt." or ".dwg" format of the project to be used as backgrounds.

CONSTRUCTION ADMINISTRATION

Construction Administration work will be limited to in office assistance during construction, review, and responses to RFI's. One CA site visits is included, if requested then they will be billed at the rate indicated in the fee section.

SCHEDULE

It is understood that permit documents will be needed as soon as possible, within 4 weeks. It is anticipated that this delivery can be met. If unforeseen circumstances arise that may delay delivery, the Engineer shall provide as much notice to the Client as possible. It is anticipated that construction will begin upon issuance of a permit and will be completed within 6 months.



**FACILITY
SOLUTIONS**
& MANAGEMENT

FEES TO BE PAID

For the design of systems as defined herein, the fees shall be

Pre-Design phase (meeting with State Fire Marshal)	\$500.00
Fire Flow test (performed on the same day at the site visit, if separate visit +400\$)	\$800.00
50% Construction Documents (includes 1 site visit)	\$5,350.00
100% Construction Documents	\$4,750.00
Bidding assistance	\$1,200.00
Construction Administration (includes 1 site visit)	\$2,400.00
Total	\$15,000.00

These fees include a visit with the state fire marshal, one site visit for design work, and one site visit for CA. Additional site visits will be billed as requested at a rate of 500\$ per engineer per visit.

Receipt of a signed copy of this proposal will serve as our authorization to proceed. If not accepted within 60 days, this proposal will become null and void.

Thank you for the opportunity to submit this proposal. I look forward to working with you on this project. If you have any questions, please feel free to contact me at the number listed above.

Sincerely,
FSM Engineering LLC

Robert E. Gelhardt II, PE
Principal

Acceptance for Client

By: _____
Date: _____



APPENDIX A: GENERAL TERMS OF SERVICE:

The following are the terms and conditions for all services to be provided to the Client by FSM Engineering LLC , and its sub-consultants (collectively, Engineer)

AGREEMENT BETWEEN THE CLIENT AND ENGINEER:

- 1 The Client may, upon fifteen days notice in writing, terminate the contract at any time without cause. In the event of such termination, the Client shall pay all fees for reimbursable expenses and services rendered by the Engineer up to the date of termination, and all reasonable costs and fees incurred in connection with the termination
- 2 Recognizing that hazardous materials such as asbestos or PCB's may be encountered at the project site, both parties agree that the Engineer is not responsible for determining the existence of asbestos or any other hazardous material. If found, the Engineer is not responsible for its removal and disposal, or the method of its removal and disposal
- 3 The Engineer does not have responsibility or control of the means, methods, or safety procedures employed by the contractor in the execution of the work
- 4 The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer, its officers, directors, employees and sub-consultants (collectively, Engineer) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the services performed under this Agreement, except for the Engineer's sole negligence or willful misconduct.
- 5 The Engineer agrees to obtain and maintain substantial professional liability insurance during the term of the project. The Engineer will provide a certificate of insurance upon delivery of construction documents, if requested
- 6 The Client shall, in a timely manner, provide all available information pertaining to the Engineer's responsibilities under this contract, including equipment schedules and other equipment data, and any requirements or restrictions of the lease, deed, HOA, development order, easement, or other legally binding restrictions, requirements, or agreements beyond those of the state building code
- 7 The Client shall allow the Engineer to have reasonable access to the site for investigation.
- 8 The Client shall allow the Engineer the right to terminate this agreement with fifteen days notice in writing if the Client fails to perform its obligations as outlined in this contract
- 9 The Engineer will send monthly invoices to the Client for work completed during that month. The Client agrees to pay invoices within ten (10) days of the receipt of payment from the Architect/Contractor/Owner.
- 10 Any modifications to this agreement shall be in writing.

ADDITIONAL SERVICES:

Additional Services are not included in the Engineer's scope of work, and shall only be undertaken if authorized by the client in writing. Additional services shall include, but not be limited to the following (except as specifically included within the ENGINEER'S SCOPE OF WORK):

- 1 Engineering for systems outside of the project area, except as required to extend electrical systems into the project area.
- 2 Provisions to support future projects, renovations, or expansions.
- 3 Field surveys or inspections requiring special instruments or equipment.
- 4 Special consultants, including but not limited to, Structural Engineers, Civil Engineers, and Fire Protection Engineers.
- 5 Generation of scaled drawings of structures or site features.
- 6 Preparation of record drawings, or certification of construction.
- 7 Hidden or concealed conditions, beyond that which might be reasonably inferred, requiring additional design or investigation.
- 8 Solicitation of construction bids or contract award.
- 9 Product design.
- 10 Facility needs assessment, or selection of special-purpose end-user equipment or machinery.
- 11 Additional insurance beyond that which is normally carried by the Engineer.
- 12 Coordination studies or arc-flash hazard analysis.
- 13 Engineering for wireless communications or other radio systems.
- 14 Value engineering, or other Client/Owner requested redesign work, after delivery of permit documents.
- 15 Detailed Cost Estimates.
- 16 Life Cycle Cost Analysis.
- 17 Energy Calculations.



APPENDIX B: HOURLY BILLING RATE SCHEDULE

(To be applied upon agreed add service scope when applicable)

POSITION	HOURLY RATE ¹	EXPEDITED HOURLY RATE ^{1, 2}
<u>EXECUTIVE OFFICE</u>		
Principal	\$ 160.00	\$ 240.00
<u>ENGINEERING</u>		
Senior Project Engineer	\$ 130.00	\$ 200.00
Project Engineer	\$ 100.00	\$ 150.00
CADD Technician	\$ 65.00	\$ 97.50
<u>CONSTRUCTION MANAGEMENT</u>		
Project Manager (P.E.)	\$ 150.00	\$ 150.00
Field Representative (E.I.)	\$ 90.00	\$ 135.00

1 Rates subject to annual adjustment, starting December 31, 2021.

2 Expedited services are defined as: less than twenty-four (24) hours' notice for add service inspections or meetings; less than less (3) working days to respond to RFIs; less than six (6) working days to review a single shop drawing submittal.

ALABAMA

Mobile
P.O. Box 160745
Mobile, AL 36616
tel: 251-344-7711
fax: 251-341-9488

Summerdale
P.O. Box 155
Summerdale, AL 36580
tel: 251-989-7726
fax: 251-989-6722

Montgomery
1412 I-85 Parkway
Montgomery AL 36106
tel: 334-260-6227
fax: 334-260-6229

FLORIDA

Panama City
7500 McElvey Rd., Ste. A
Panama City Beach 32408
tel: 850-769-4773
fax: 850-872-9967

Tallahassee
2467 Centerville Road
Tallahassee, FL 32308
tel: 850-576-4652
fax: 850-576-4710

Destin
150 Industrial Park Road
Suite 6
Destin, FL 32541

LOUISIANA

Baton Rouge
11638 Sun Belt Court
Baton Rouge, LA 70809
tel: 225-751-1727
fax: 225-752-1467

1855 Mason Ave.
Baton Rouge, LA 70805
tel: 225-356-4355
fax: 225-356-0519

New Orleans
P.O. Box 19172
New Orleans, LA 70179
tel: 504-486-5595
fax: 504-486-5598



**SOUTHERN
EARTH SCIENCES**
Soil Analysis | Environmental | Materials Testing

Mandeville
1933 Surge Drive
Suite A
Mandeville, LA 70448
tel: 985-626-1314

CORPORATE OFFICES

P.O. Box 160745
Mobile, AL 36616
tel: 251-344-7711
fax: 251-345-9453

SESI WORK AUTHORIZATION SHEET

Billing Name	GILCHRIST ROSS CROWE ARCHITECTS		
Address	413 ALL SAINTS STREET		
City	TALLAHASSEE	State FL	Zip 32301
Phone	850-222-8100	Fax	Cell 850-545-2208
email	dgilchrist@architects-gca.com		
Project Name	FT. COOMBS NATIONAL GUARD ARMORY – APALACHICOLA FL – LBP STABILIZATION SPECS & TESTING PROPOSAL		
Location	66 4th Street, Apalachicola, FL 32320		

Florida Licensed Asbestos Consulting Firm No.: ZA-0000092
Roy L. Russell, Florida Licensed Mold Assessor No.: MRSA2097

EPA TSCA Firm No.: LBP – 15608-2
EPA TSCA LBP Inspector No.: LBP-I-5950-2

SESI proposes to perform a site visit with the Architect and provide a LBP Stabilization Specification for the interior of the structure (\$1,350.00). SESI will attend the Pre-Bid Meeting and address Contractor, Owner & Architect questions and adjust the specifications as needed (\$750.00). SESI will attend the Pre-Construction Meeting and address Contractor, Owner & Architect questions and adjust the specifications as needed (\$750.00). SESI will perform a Post-stabilization/abatement inspection and do surface testing on the floors & window sills (8 samples total - \$800.00). SESI notes that re-testing of floors & sills upon failure will be at the cost of the abatement contractor. (Roy L. Russell, EPA TSCA LBP Project Designer #LBP-P-5950-2)

TOTAL PROPOSED AMOUNT: \$3,650.00

Attn: Mr. David Gilchrist

Attached are our Terms & Conditions, which should be considered an integral part of our proposal. In order to authorize us to proceed with our services, please execute this document by signing below and returning a copy to us.

Prepared by:

Roy L. Russell
For Southern Earth Sciences, Inc

09-14-2021
Date

Roy L. Russell CIEC/LEP
Print or Type Name of Representative

Approved by:

Mark E. Wilson

Mark E. Wilson, P.E.; FL LAC No.: AX85 / GEORGIA P.E. NO.: PE022691

Authorized by:

Signature of Client Representative

Date

Print or Type Name of Representative



TERMS AND CONDITIONS

Project: FT. COOMBS NATIONAL GUARD ARMORY – APALACHICOLA FL – LBP
STABILIZATION SPECS & TESTING PROPOSAL
Client: GILCHRIST ROSS CROWE ARCHITECTS
Proposal No: XT21-258

Section 1 - RIGHT OF ENTRY

1.1 The client will provide right of entry for SESI and all necessary equipment in order to complete the work.

1.2 While SESI will take reasonable precautions to minimize any damage to the property, the client must understand that in the normal course of work some damages may occur, the correction of which is not part of this agreement.

Section 2 - UTILITIES

2.1 In the execution of this work, SESI will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The owner agrees to hold SESI harmless for any damages to subterranean structures, which are not called to our attention and correctly shown on the plans furnished.

Section 3 - SAMPLES

3.1 Test specimens will be disposed of immediately upon completion of tests. Drilling samples will be disposed of thirty (30) days after submission of our report. Upon written request, we will retain test specimens or drilling samples for a mutually accepted storage charge.

Section 4 - INVOICES

4.1 The outlined scope of services will be accomplished in a timely, workmanlike, and professional manner by employees and sub-contractors of SESI, at the fees quoted. If during the execution of the work we are required to stop operations as a result of changes in the scope of work, such as requests by the owner or requirements of third parties, additional charges will be applicable.

4.2 SESI will submit monthly invoices to the client and a final bill upon the completion of services.

4.3 Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. The client agrees to pay a finance charge of one and a half (1 1/2) percent per month, or the maximum rate allowed by law, on past due accounts, plus reasonable attorney's fees and expenses of collection.

Section 5 - OWNERSHIP OF DOCUMENTS

5.1 All reports, borings logs, field notes, laboratory test data, calculations, estimates, and other documents prepared by SESI, as instruments of service, shall remain property of SESI. These documents will be held to be confidential, and will not be available to any other entity unless express consent is obtained from the client.

5.2 The client agrees that all reports and other work furnished to the client and his agents, which are not paid for, will be returned upon demand and will not be used by the client for any purpose whatsoever.

5.3 SESI will retain all pertinent records relating to the services performed for a period of five (5) years following the submission of the report, during which period the records will be made available to the client at all reasonable times.

Section 6 - DISPUTES

6.1 In an effort to resolve any conflicts that arise during the design or construction of the project, the Client and SESI agree that all disputes between them arising out of or relating to this Agreement shall be submitted for mediation, unless the parties mutually agree otherwise.

6.2 In the event that a dispute should arise relating to performance of services provided under this agreement, and should that dispute result in

litigation, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred in the defense of the claim, including staff time, court costs, attorney's fees, and other claim-related expenses.

Section 7 - STANDARD OF CARE

7.1 Services performed by SESI under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by professionals currently practicing under similar conditions. No other warranty, expressed or implied, is made.

7.2 Field tests and boring locations described in our report or shown on our sketches are based on specific information furnished to us by our technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report.

7.3 The client recognizes that conditions may vary from those encountered at the locations where borings, sampling, surveys, or explorations are made by SESI, and that the data, interpretations, and recommendations of SESI are based solely on the information available to us. SESI will be responsible for the data, interpretations, and recommendations, but shall not be responsible for the interpretations by others of the information developed.

7.4 When requested by the client, SESI will adhere by guidelines, specifications, plans, drawings, and the like which are provided to SESI by the client; however, SESI shall not be responsible for any liability due to any adverse outcome which results from the adherence to the plans, guidelines, specifications, drawings and the like.

Section 8 - RISK ALLOCATION

8.1 There are a variety of risks which potentially affect SESI by virtue of entering into an agreement to perform professional services on the client's behalf. One of these risks stems from SESI's potential for human error. For additional consideration of \$10,000, receipt of which is hereby acknowledged, the client agrees that SESI's liability, and that of its officers, directors, employees, agents, and subcontractors, to client or any third-party due to any negligent professional acts, errors or omissions or breach of contract by SESI or any of its officers, directors, employees, agents or subcontractors, will be limited to the aggregate of \$50,000.00 or SESI's total charges, whichever is greater. If client prefers to have higher limits of professional liability (not breach of contract) SESI agrees to increase the aggregate limit to a maximum of \$1,000,000.00 upon client's written request at the time of accepting our proposal, providing that client agrees to pay an additional consideration of ten (10) percent of SESI's total charges, or \$500,000, whichever is greater. The additional charge for the higher liability limit is because of the greater risk assumed by SESI and is not a charge for additional professional liability insurance. This limitation shall not apply to the extent prohibited by law. In no event however, shall the liability of SESI exceed the amount of its applicable insurance coverage for the type claim involved.

8.2 Limitations of liability and indemnities in this agreement are business understandings between the parties and shall apply to all different theories of recovery, including breach of contract or warranty, tort including negligence, strict or statutory negligence, or any other causes of action, except for willful misconduct or gross negligence. Parties mean the client and SESI and their officers, employees, agents, affiliates and subcontractors. The parties also agree that the client will not seek damages in excess of the limitations indirectly through suits with other parties who may join SESI as third-party defendants.

8.3 Both the client and SESI agree that they will not be liable to each other, under any circumstances, for special, consequential, or punitive damages, arising out of or related to this agreement. Individual employees or agents may not be held individually liable for negligence.

8.4 PURSUANT TO §558.0035, FLORIDA STATUTES, CONSULTANT'S INDIVIDUAL EMPLOYEES AND/OR AGENTS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THEIR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

8.5 Client agrees to indemnify and hold harmless SESI, its agents, employees, and owners or any person against loss or expense including attorney's fees, by reason of the liability imposed by law upon SESI, except in cases of SESI's sole negligence, for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons, or on account of damage to property arising out of or in consequence of this agreement or the work or services performed by SESI resulting from this agreement, whether such injuries to persons or damages to property are due or claim to be due to any passive negligence of SESI, its agents, employees, sub-contractors or any other person. It is further understood and agreed that Client shall, at the option of SESI defend SESI, its agents, employees, sub-contractors with appropriate legal counsel and shall bear all costs and expenses, including legal counsel's fees, in the defense of any claim or suit arising hereunder.

8.6 In the event SESI is acting as a sub-contractor and Client is a General Contractor, then Client hereby exonerates, indemnifies and holds harmless SESI from any and all claims, loss or damage. The Client agrees to assume entire responsibility and liability for all damages or injury to all persons, whether employees or otherwise, and to all property, arising out of, resulting from or in any manner connected with, the execution of the work provided for in this contract or occurring or resulting from the use by the Client, its agents or employees, whether the same be owned by the Client, sub-contractor or third parties, and the Client agrees to indemnify and save harmless SESI, its agents and employees, from all such claims including, without limiting the generality of the foregoing, claims for which the Client may be, or may be claimed to be, liable, and legal fees and disbursements paid or incurred to enforce the provisions of this agreement, and Client further agrees to obtain, maintain and pay for such contractual liability insurance coverage as will insure the provisions of this paragraph.

Section 9 -

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIAL

9.1 Client warrants that a reasonable effort to inform SESI of known or suspected hazardous materials on or near the project site has been made.

9.2 Hazardous materials may exist at the site where there is no reason to believe that they could or should be present. SESI and the client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating renegotiation of the scope of work or termination of services. SESI and the client agree the discovery of hazardous materials may also make it necessary for SESI to take immediate measures to protect health and safety. Client agrees to compensate for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

9.3 SESI agrees to notify the client when unanticipated hazardous materials or suspected hazardous materials are encountered. The client agrees to make any disclosure required by law to the appropriate governing agencies. The client also agrees to hold SESI harmless for any or all consequences of disclosure made by SESI which are required by governing law. In the event the project site is not owned by the client, client recognizes that it is the client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

9.4 Notwithstanding any other provision of the agreement, the client waives any claim against SESI, and to the maximum extent permitted by

the law, agrees to defend, indemnify, and save SESI harmless from any claim, liability, and/or defense costs for injury or loss arising from SESI's discovery of unanticipated hazardous materials including any cost associated with possible reduction of the property's value.

9.5 The client will be responsible for ultimate disposal of any samples secured by SESI, which are found to be contaminated.

Section 10 - SITE RESPONSIBILITY

10.1 If services include construction testing the client agrees that SESI will be expected to make on-site observations appropriate to the construction stage. The client further agrees that SESI will not assume responsibility for the contractor's means, methods, techniques, sequences or procedures of construction, and it is understood that the field services provided by SESI will not relieve the contractor of his responsibilities for performing the work in accordance with the plans and specifications. The words "supervision", "inspection", or "control" are used to mean periodic observation of the work and the conduction of tests by geotechnical consultant to verify substantial compliance with the plans, specifications and design concepts. Continuous monitoring by SESI employees does not mean that our company is monitoring the placement of all materials.

10.2 Client agrees that the contractor(s) will be solely responsible for working conditions on the job site, including security and safety during performance of the work, and compliance with client safety requirements and OSHA regulations. It is agreed that SESI is not responsible for job or site safety or security, other than for SESI employees, and that SESI does not have the right or duty to stop the work of others.

Section 11 - SAMPLING AND TEST LOCATION

11.1 Unless otherwise stated, the fees in this proposal do not include costs associated with the surveying of the site for the accurate horizontal and vertical locations of the tests. Field tests or boring locations described in a report or shown in sketches are based upon information furnished by others or estimates made in the field by our representatives. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated. If the client specifies the test or boring location, we reserve the right to deviate a reasonable distance from the location specified.

Section 12 - INSURANCE

12.1 SESI represents and warrants that it and all its agents, staff, and consultants employed by it are protected by Worker's Compensation insurance and that SESI has such coverage under public liability and property damage insurance policies which SESI deems to be adequate. Certificates for all such policies of insurance can be provided to client upon written request. Within the limits and conditions of such insurance, SESI agrees to indemnify and save client harmless from and against any loss, damage or liability arising from any negligent acts by SESI, its agents, staff and consultants employed by it. SESI shall not be responsible for any loss, damage, or liability beyond the amounts, limits and conditions of such insurance. SESI shall not be responsible for any loss, damage, or liability arising from any acts by client, staff, or any other consultants employed by it.

Section 13 - TERMINATION

13.1 This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before the expiration of the period specified in the written notice. In the event of termination, SESI shall be paid for services performed to the termination notice date plus reasonable termination expenses.

Section 14 - ASSIGNS

14.1 Neither the Client nor SESI may delegate, assign, sublet or transfer his duties or interest in this Agreement without the written consent of the other party.

Section 15 - ENTIRE AGREEMENT

15.1 This Agreement constitutes the entire Agreement and the terms set forth above supersede all previous correspondence and Agreements.

Section 16 - EQUAL OPPORTUNITY EMPLOYER

16.1 SESI prohibits discrimination because of race, color, religion, handicap, sex, or national origin. SESI promotes equal opportunity in employment through continuing programs of affirmative action in its operations.

DEPARTMENT OF FINANCIAL SERVICES
Public Records Requirements

Addendum A

1. Public Records Access Requirements.

- a. If the Contractor is acting on behalf of the Department in its performance of services under the Contract, the Contractor must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Contractor in conjunction with the Contract (Public Records), unless the Public Records are exempt from public access pursuant to section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Contract if the Contractor refuses to allow public access to Public Records as required by law.

2. Public Records Requirements Applicable to All Contractors.

- a. For purposes of the Contract, the Contractor is responsible for becoming familiar with Florida's Public Records law, consisting of chapter 119, F.S., section 24(a) of Article I of the Florida Constitution, or other applicable state or federal law (Public Records Law).
- b. All requests to inspect or copy Public Records relating to the Contract must be made directly to the Department. Notwithstanding any provisions to the contrary, disclosure of any records made or received by the State in conjunction with the Contract is governed by Public Records Law.
- c. If the Contractor has a reasonable, legal basis to assert that any portion of any records submitted to the Department is confidential, proprietary, trade secret, or otherwise not subject to disclosure ("Confidential" or "Trade Secret") under Public Records Law or other legal authority, the Contractor must simultaneously provide the Department with a separate redacted copy of the records the Contractor claims as Confidential or Trade Secret and briefly describe in writing the grounds for claiming exemption from the Public Records Law, including the specific statutory citation for such exemption. The un-redacted copy of the records must contain the Contract name and number and must be clearly labeled "Confidential" or "Trade Secret." The redacted copy of the records should only redact those portions of the records that the Contractor claims are Confidential or Trade Secret. If the Contractor fails to submit a redacted copy of records it claims are Confidential or Trade Secret, such action may constitute a waiver of any claim of confidentiality.
- d. If the Department receives a Public Records request, and if records that have been marked as "Confidential" or "Trade Secret" are responsive to such request, the Department will provide the Contractor-redacted copies to the requester. If a requester asserts a right to the portions of records claimed as Confidential or Trade Secret, the Department will notify the Contractor that such an assertion has been made. It is the Contractor's responsibility to assert that the portions of records in question are exempt from disclosure under Public Records Law or other legal authority. If the Department becomes subject to a demand for discovery or disclosure of the portions of records the Contractor claims as Confidential or Trade Secret in a legal proceeding, the Department will give the Contractor prompt notice of the demand, when possible, prior to releasing the portions of records the Contractor claims as Confidential or Trade Secret (unless disclosure is otherwise prohibited by applicable law). The Contractor shall be responsible for defending its determination that the redacted portions of its records are Confidential or Trade Secret. No right or remedy for damages against the Department arises from any disclosure made by the Department based on the Contractor's failure to promptly legally protect its claim of exemption and commence such protective actions within ten days of receipt of such notice from the Department.
- e. If the Contractor claims that the records are "Trade Secret" pursuant to section 624.4213, F.S., and all the requirements of section 624.4213(1), F.S., are met, the Department will respond to the Public Records Request in accordance with the provisions specified in that statute.
- f. The Contractor shall ensure that exempt or confidential and exempt Public Records are not disclosed except as permitted by the Contract or by Public Records Law.

3. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

If the Contractor is a “contractor” as defined in section 119.0701(1)(a), F.S., the Contractor shall:

- a. Keep and maintain Public Records required by the Department to perform the service.
- b. Upon request, provide the Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, F.S., or as otherwise provided by law.
- c. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the Public Records to the Department.
- d. Upon completion of the Contract, transfer, at no cost, to the Department all Public Records in possession of the Contractor or keep and maintain Public Records required by the Department to perform the service. If the Contractor transfers all Public Records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the Contractor keeps and maintains Public Records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the Department, upon request from the Department’s custodian of Public Records, in a format specified by the Department as compatible with the information technology systems of the Department. These formatting requirements are satisfied by using the data formats as authorized in the Contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the Contractor is authorized to access.
- e. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT PUBLIC RECORDS AT:**

Telephone: (850) 413-3149
Email: PublicRecordsRequest@myfloridacfo.com
Mailing Address: The Department of Financial Services
Office of Open Government
PL-11, The Capitol
Tallahassee, Florida 32399-0301

A Contractor who fails to provide the Public Records to the Department within a reasonable time may be subject to penalties under section 119.10, F.S.

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

ACCEPTANCE OF FEDERAL FUNDING ASSISTANCE

Subrecipient: Franklin County Board of Commissioners

Subgrant Number: 2022-JAGD-FRAN-1-4B-070

Project Title: FRANKLIN COUNTY SHERIFF'S OFFICE EQUIPMENT GRANT

Pass-through Entity: Florida Department of Law Enforcement

This award is subject to all applicable rules, regulations, and conditions, as contained in the Department of Justice Grants Financial Guide, and the Office of Management and Budget Uniform Grant Requirements (2 C.F.R. Part 200). This award is also subject to the incorporated standard and special conditions, and such further rules, regulations, and policies as may be reasonably prescribed by the State or Federal Government.

In witness whereof, the parties affirm they each have read and understand the conditions set forth in this agreement, have read and understand the agreement in its entirety, and accept this agreement through the signature of their duly authorized officers on the date, month, and year set out below.

Franklin County Board of Commissioners
Authorizing Official (Commission Chairperson, Mayor, or Designated Representative)

Signature

Date

Printed Name and Title

Franklin County Sheriff's Office
Authorizing Official (Official, Administrator, or Designated Representative)

Signature

Date

Printed Name and Title

Florida Department of Law Enforcement
Office of Criminal Justice Grants

Signature

Date

Cody Menacof, Bureau Chief
Printed Name and Title

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

SPECIAL CONDITIONS

Subrecipient: Franklin County Board of Commissioners

Subgrant Number: 2022-JAGD-FRAN-1-4B-070

Project Title: FRANKLIN COUNTY SHERIFF'S OFFICE EQUIPMENT GRANT

Pass-through Entity: Florida Department of Law Enforcement

In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

Ref# S50043: At the time of application approval, the subgrantee had not submitted a current EEO Plan to the Office of Criminal Justice grants. These documents must be maintained and provided to the Office of Criminal Justice Grants at monitoring.

Ref# S50113: A risk assessment completed at the time of application review determined this project is HIGH-RISK. Backup documentation supporting all expenditures must accompany each reimbursement request submitted for approval. Documentation may include, but is not limited to: procurement records (including quotes, competitive solicitations/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices, proof of payment, timesheets, paystubs, activity logs, client activity logs, participant sign in sheets, billing documentation, travel vouchers etc.

Ref# S50114: The inventory system for the subgrantee does not appear to comply with all federal requirements identified in the Office of Management and Budget (OMB) Uniform Requirements, 2 C.F.R. 200.310-316, specifically related to Federal share of property cost. All subaward equipment tracking and documentation must comply with the standards identified in OMB's Uniform Requirements and documentation must be maintained and provided to the Office of Criminal Justice Grants at monitoring.

Ref# S50116: The subgrantee's procurement policy does not appear to comply with all federal procurement requirements outlined in the Office of Management and Budget (OMB) Uniform Requirements, 2 CFR 200.318-320. Please see Subaward Management Questionnaire (SMQ) section VIII. All subaward procurements must comply with the standards identified in OMB's Uniform Requirements and documentation must be maintained and provided to the Office of Criminal Justice Grants at monitoring.

Ref# S50363: During application review, it was noted the Subrecipient's SAM.gov registration will be expiring within the next 60 days. In order to prevent delays in payment, the Subrecipient should renew their registration in SAM.gov prior to 12/22/2021.

Ref# S50369: WITHHOLDING OF FUNDS: The Subrecipient is currently delinquent in satisfying the Single Audit requirements detailed in the Office of Management and Budget (OMB), Uniform Requirements, 2 C.F.R. 200 - Subpart F. Prior to the drawdown of funds, the Subrecipient must submit the Single Audit for the year ending September 30, [2020] to the Federal Audit Clearinghouse at <https://harvester.census.gov/facweb/> or submit a Certificate of Audit Exemption form to the Office of Criminal Justice Grants.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 1: Administration

Subgrant Recipient

Organization Name: Franklin County Board of Commissioners
County: Franklin

Chief Official

Name: Ricky Jones
Title: Chairman
Address: 33 Market Street
City: Apalachicola
State: FL **Zip:** 32320-2317
Phone: 850-653-9783 **Ext:**
Fax:
Email: ricky@franklincountyflorida.com

Chief Financial Officer

Name: Michele Maxwell
Title: Clerk of Court
Address: 33 Market Street
Suite 203
City: Apalachicola
State: FL **Zip:** 32320-2310
Phone: 850-653-8861 **Ext:** 103
Fax:
Email: mmaxwell@franklinclerk.com

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 1: Administration

Implementing Agency

Organization Name: Franklin County Sheriff's Office

County: Franklin

Chief Official

Name: Anthony Smith

Title: Sheriff

Address: 270 State Road 65

City: Eastpoint

State: FL **Zip:** 32328-3616

Phone: 850-670-8500 **Ext:**

Fax:

Email: sheriffsmith@franklinsheriff.com

Project Director

Name: Ginger Coulter

Title: Finance Director

Address: 270 Highway 65

City: Eastpoint

State: FL **Zip:** 32328

Phone: 850-670-1009 **Ext:**

Fax:

Email: g.coulter@franklinsheriff.com

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 2: Project Overview

General Project Information

Project Title: FRANKLIN COUNTY SHERIFF'S OFFICE EQUIPMENT GRANT
Subgrant Recipient: Franklin County Board of Commissioners
Implementing Agency: Franklin County Sheriff's Office
Project Start Date: 10/1/2021 **End Date:** 6/30/2022

Problem Identification

Over the past few years, the Franklin County Sheriffs Office (FCSO) has transitioned away from using cars to using trucks for our patrol units. While the trucks were a much needed change for our county (since we are surrounded by beaches, swamps and forests), there is a disadvantage in not being able to store all of the deputys equipment in a safe and secure manner. Equipping the bed of the trucks with secured toolboxes will enable the deputys to keep all of their equipment on hand and within easy reach at all times. This dedicated rapid access storage solution will allow for organization and consistency that will allow officers to focus on the important tasks.

Currently the budget for the Franklin County Board of Commissioners does not have the resources to provide weather-resistant storage truck bed boxes for the Sheriffs Office. Grant funding will provide the assistance necessary to purchase this equipment.

Project Summary (Scope of Work)

The FCSO will use JAG funding to purchase custom toolboxes for law enforcement trucks to keep their much needed equipment in a safe and secure manner. These boxes will help keep weapons in Good Working Condition and out of sight. The boxes will also provide quick access to weapons and other necessary Gear officers may need during any given emergency. They will provide good organizational space and prevent theft of any of the gear stored in them.

The equipment listed in the budget narrative will be purchased by the Project Director. Once received, training will be provided to ensure it is properly used, it will then be assigned to officers for deployment in the field. Target dates for the completion of major tasks and activities are as follows:

October 2021: conduct vendor selection and issue purchase order
November 2021: receive items from vendor
December 2021: assign items to officers

Documentation of deliverables must be maintained by the subrecipient and/or implementing agency and made available for monitoring. Example documentation for the purchase of items and services include, but are not limited to procurement records (including quotes, competitive solicitation/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices and proof of payment, etc.

Deliverables will be completed in accordance with the contractual agreement(s) between the subrecipient(s) and their vendor/provider. Minimum performance

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - Direct

required for drawdown of funds includes the completion of at least one activity described above as attested to on the financial expenditure report.

All deliverables above are cost-reimbursement deliverables. Only costs previously paid for by the subrecipient and supported by the appropriate documentation will be reimbursed.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 2: Project Overview

Section Questions:

Question: What percentage of the total cost of this project is being funded by sources other than this award?

Answer: 80

Question: What is the combined population of the jurisdiction(s) our agency provides services to (according to the 2010 census)?

Answer: 11549

Question: What is the address of the location being used to provide services for this project?

Answer: 270 State Road 65
Eastpoint, FL 32328

Question: Does the subgrantee receive a single grant in the amount of \$750,000 or more from the U.S. Department of Justice?

Answer: No

Question: In your organization's proceeding completed fiscal year, did your organization (the subgrantee) receive at least (a) 80 percent or (b) \$25,000,000 of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Answer: No

Question: If you answered yes above, does the public have access to information about the compensation of the executives in your organization (the subgrantee) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? If answer to Part 1, above, was "no," answer N/A.

Answer: N/A

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 3: Performance

General Performance Info:

Performance Reporting Frequency: Monthly

Prime Purpose Area: 01 - Law Enforcement (Includes Task Forces)

State Purpose Area: 1G - General Questions (Required)

Objectives and Measures

Objective: General Questions - Required questions for all recipients.

Measure: General 01

Will your organization be using the crimesolutions.gov website during the grant period regardless of JAG funding? Crimesolutions.gov provides information on several crime reduction and prevention programs and practices.

Goal: No

Measure: General 02

Will your organization be using the National Training and Technical Assistance Center (NTTAC) during the grant period, regardless of JAG funding? The NTTAC serves as BJA's training and technical assistance center. You can find resources, tools, webinars, and TTA support on a variety of criminal justice issues and initiatives.

Goal: No

Measure: General 03

Will your organization be using the NCJP.org website during the grant period, regardless of JAG funding? NCJP.org contains resources to support strategic planning, program development, and implementation of evidence-based policy and practice.

Goal: No

Measure: General 04

Will your organization be using the Evidence-Based Policing Matrix during the grant period regardless of JAG funding? The Evidence-Based Policing Matrix provides information on evidence-based practices for law enforcement.

Goal: No

Measure: General 05

Will your organization be using the What Works in Reentry Clearinghouse during the grant period regardless of JAG funding? The clearinghouse provides research on the effectiveness of reentry programs and practices.

Goal: No

Measure: General 06

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 3: Performance

Will your organization be using Research to Practice during the grant period regardless of JAG funding? Research to Practice promotes the dissemination of research on drug courts to practitioners and policymakers.

Goal: No

Measure: General 07

Will your organization be using any other resources during the grant period regardless of JAG funding? If yes, please describe them.

Goal: Not for this grant

Measure: General 08

During the grant period, will your agency conduct or sponsor (with or without JAG funds) a survey or focus group of citizens on any of the following topics? Enter all that apply from the following list: Public satisfaction with police services; public satisfaction with prosecution services; public satisfaction with public defender/indigent defense services; public satisfaction with courts; public perceptions of crime/disorder problems; personal crime experiences of citizens; none of the above; unsure/don't know.

Goal: Unsure at this time.

Measure: General 09

During the grant period, which of the following community activities will your organization be involved in, with or without JAG funds and how often will they each occur (yearly, monthly, etc.)? Choose from the following list: Hosting community meetings; attending community meetings; distributing a newsletter, e-mail, or other bulletin; attending community events; conducting social media activities; conducting outreach to minority populations; other (please describe)

Goal: The Sheriff's Office is very active each month, quarter and year. We consistently host community events, attend and participate in community meetings and events. We have a strong social media presence as well.

Measure: General 10

Law Enforcement Agencies ONLY: In which of the following ways has your agency fostered community involvement in the last year? Enter all that apply from the following list: Citizen Review Board or other review board with citizen representation, Citizen's Police Academy, Internships for university or high school students, Volunteer Program, Auxiliary police officer program, Police Cadet Program, k-12 school programs, Youth Athletic Programs, Other (please Describe), None of the above, Unsure/Don't know.

Goal: A variety of volunteer programs, auxiliary police officer program, a variety of k-12 school programs and youth athletic programs.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 3: Performance

Measure: General 11

Identify the goal(s) you hope to achieve with your funding. If you have multiple goals, describe each goal separately.

Goal: To provide a safe and secure storage of deputy equipment in their vehicle for quick access, especially in emergency situations.

Measure: General 12

Are the subrecipient and implementing agency aware that they will be required to report on the status of the identified goals during each reporting period?

Goal: Yes

Measure: General 13

Describe any barriers you may encounter which may prevent you from achieving your identified goal(s).

Goal: Non know barriers at this time.

Measure: General 14

Are you aware that the Office of Criminal Justice Grants encourages recipients to report on any noteworthy accomplishments, success stories, or program results that they would like to showcase?

Goal: Yes

Measure: General 11b

What major activities are planned for each of your goals listed in question 11?

Goal: Obtain measurements for toolboxes, order and install toolboxes.

State Purpose Area: 3E - Equipment, Supplies, and Technology Enhancements

Objectives and Measures

Objective: Equipment - Questions for recipients funding Equipment, Supplies, and Technology Enhancements.

Measure: Equipment 01

Do the Subrecipient and Implementing agencies understand that they will be required to submit an itemized account of all items purchased during each reporting period as part of their performance reporting?

Goal: Yes

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - Direct

Section 4: Financial

General Financial Info:

Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.

Financial Reporting Frequency for this Subgrant: Monthly

Is the subgrantee a state agency?: No

FLAIR / Vendor Number: 596000612

Budget:

Budget Category	Prime	Match	Total
Salaries and Benefits	\$0.00	\$0.00	\$0.00
Contractual Services	\$0.00	\$0.00	\$0.00
Expenses	\$2,016.00	\$0.00	\$2,016.00
Operating Capital Outlay	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00
-- Totals --	\$2,016.00	\$0.00	\$2,016.00
Percentage	100.0	0.0	100.0

Project Generated Income:

Will the project earn project generated income (PGI)? No

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 4: Financial (cont.)

Budget Narrative:

EXPENSES:

The Sheriff's Office will purchase tool boxes to safely and securely store equipment that is essential to deputy needs on his/her shift.

6 Tool boxes @ \$336 each = \$2,016

The above listed item(s) may include additional individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a kit, bundle, system etc.

Grant funds may be used to pay for any applicable shipping, freight, and/or installation costs.

Grant funds will NOT be used to pay for extended warranties, service agreements, contracts, etc., covering any periods that extend beyond the project end date. Funds may be prorated for services within the project period.

Any costs that exceed the grant allocation will be the responsibility of the subrecipient and/or implementing agency.

All items, quantities, and/or prices above are estimates based on the information available at the time of application.

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - Direct

Section 4: Financial

Section Questions:

- Question: If the budget contains salaries and benefits, does this application create a new position that results in a net personnel increase?
- Answer: N/A
- Question: If the budget contains salaries and benefits and does not result in a new position, describe how the existing position was previously funded.
- Answer: N/A
- Question: If Expenses or Operating Capital Outlay, are you procuring via inter-governmental agreement (e.g. state term contract, government contract, etc.)? If yes, identify the agency and agreement number.
- Answer: No
- Question: What is the Operating Capital Outlay threshold used by the subgrantee? If the implementing agency is a sheriff's office, indicate the sheriff's office's threshold instead.
- Answer: Sheriff's Office threshold is \$5,000
- Question: Will any procurements be made via sole source (see 2 C.F.R. 200.320(f))? If yes and the aggregate dollar amount is \$10,000 or more, include a Sole Source Justification Approval Form.
- Answer: No
- Question: If indirect cost is included, explain the indirect cost plan. Provide documentation of approval.
- Answer: N/A
- Question: If contractual services in the budget are based on unit costs, provide a definition and breakdown of cost for each service. Include the methodology for the unit cost plan and when it was approved.
- Answer: N/A

OFFICE OF CRIMINAL JUSTICE GRANTS SUBAWARD STANDARD CONDITIONS

The Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants (OCJG) serves as the State Administering Agency (SAA) for various federal grant programs awarded through the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP). FDLE has been assigned as the certified Fiscal Agent for the 2020 Project Safe Neighborhoods grants by the U.S. Attorney. OCJG awards funds to eligible applicants, and requires compliance with the agreement and Standard Conditions upon signed acceptance of the subaward.

The Department will only reimburse subrecipients for authorized activities. The Department will not reimburse for costs incurred for any purpose other than those specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform grant activities as specified in the agreement, will result in required corrective action up to and including financial consequences. A financial consequence may be imposed for non-compliance in accordance with 2 C.F.R. § 200 and these Standard Conditions, including but not limited to project costs being disallowed, withholding of federal funds and/or termination of the project.

For NCHIP and NARIP Subawards

Comprehensive Evaluation - In order to ensure that the National Criminal History Improvement Program (NCHIP) and the NICS Act Record Improvement Program (NARIP) are realizing the objectives in the most productive manner, the subrecipient agrees to participate in a comprehensive evaluation effort. It is anticipated that the evaluation will take place during the course of the program and will likely involve each participating agency. It is expected that the evaluation will have a minimal impact on an agency's program personnel and resources.

GENERAL REQUIREMENTS

All subrecipients must comply with the financial and administrative requirements set forth in the following:

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide
https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf

Office of Management and Budget (OMB) Uniform Grant Guidance (2 CFR Part 200)
Subpart A, Definitions
Subparts B-D, Administrative Requirements
Subpart E, Cost Principles
Subpart F, Audit Requirements and all applicable Appendices

Code of Federal Regulations: www.gpo.gov/fdsys/
2 C.F.R. §175.15(b), Award Term for Trafficking in Persons
28 C.F.R. §38, Equal Treatment for Faith-Based Organizations
28 C.F.R. § 66, U.S. Department of Justice Common Rule for State and Local Governments
28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace
28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

U.S. Code:
Title 34, U.S. Code, Crime Control and Law Enforcement
Title 41, U.S. Code § 4712, Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information
Title 34, U.S. Code, § 10101 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
<https://fdoswebumbracoprod.blob.core.windows.net/media/703328/g1-sl-2020.pdf> and
<http://dos.myflorida.com/media/698314/g2-sl-2017-final.pdf>

State of Florida Statutes
Section 112.061, F.S., Per diem/travel expenses of public officers, employees, authorized persons
Chapter 119, F.S., Public Records
Section 215.34(2), F.S., State funds; non-collectible items; procedure
Section 215.97, F.S. Florida Single Audit Act
Section 215.971, F.S., Agreements funded with federal or state assistance
Section 215.985, F.S., Transparency in government spending
Section 216.181(6), F.S., Approved budgets for operations and fixed capital outlay

For NCHIP and NARIP:

FY2020 National Criminal History Improvement Program (NCHIP) guidance

(<https://www.bjs.gov/index.cfm?ty=tp&tid=47>) (https://www.bjs.gov/content/pub/pdf/nchip20_sol.pdf)

FY2020 NICS Act Record Improvement Program (NARIP) guidance

(https://www.bjs.gov/content/pub/pdf/narip20_sol.pdf)

DEFINITIONS

Disallowed costs means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. *See also* §§200.12 *Capital assets*, 200.20 *Computing devices*, 200.48 *General purpose equipment*, 200.58 *Information technology systems*, 200.89 *Special purpose equipment*, and 200.94 *Supplies*.

Fiscal Agent refers to the agency responsible for the administration of the PSN grant programs. FDLE has been assigned as the certified Fiscal Agent for PSN grants.

Grant agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

Improper payment means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements. Improper payment also includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation in 48 CFR Subpart 2.1 (Definitions). It is \$10,000 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Non-Federal entity is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Non-federal pass-through entity is a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

Performance goal means a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared, including a goal expressed as a quantitative standard, value, or rate. In some instances (e.g., discretionary research awards), this may be limited to the requirement to submit technical performance reports (to be evaluated in accordance with agency policy).

Period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see §§200.211 Information contained in a Federal award paragraph (b)(5) and 200.332 Requirements for pass-through entities, paragraph (a)(1)(iv)).

Protected Personally Identifiable Information (PII) means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name; criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

Questioned cost means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R. § 200.67)

Subaward is an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual who is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or \$5,000, regardless of the length of its useful life. See also §§200.20 Computing devices and 200.33 Equipment.

For PSN: Task Forces are established by each USAO to collaborate with a PSN team of federal, state, local, and tribal (where applicable) law enforcement and other community members to implement a strategic plan for investigating, prosecuting, and preventing violent crime.

SECTION I: TERMS AND CONDITIONS

1.0 Payment Contingent on Appropriation and Available Funds - The State of Florida's obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse subrecipients for incurred costs is subject to available federal funds.

2.0 Commencement of Project - If a project is not operational within 60 days of the original start date of the award period, the subrecipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.

If a project is not operational within 90 days of the original start date of the award period, the subrecipient must submit a second statement to the Department explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate subaward funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project

past the ninety (90) day period, but only by formal written adjustment to this agreement.

3.0 Supplanting - The subrecipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

4.0 Personnel Changes - The subrecipient agrees to promptly notify the Department through the SIMON Help Desk of any change in chief officials or key project staff, including changes to contact information or title changes. The subrecipient acknowledges that some changes in points of contact will require formal grant adjustment to reflect the change in the agreement.

5.0 Non-Procurement, Debarment and Suspension - The subrecipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Non-procurement)". These procedures require the subrecipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the subaward is \$100,000 or more, the sub recipient and implementing agency certify that they and their principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
- 2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of the "Lobbying, Debarment and Drug Free Workplace" certification; and
- 4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

6.0 Federal Restrictions on Lobbying - In general, as a matter of federal law, federal funds may not be used by any subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. § 1913.

Another federal law generally prohibits federal funds from being used by any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.

7.0 State Restrictions on Lobbying - In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.

8.0 Additional Restrictions on Lobbying - The subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

9.0 "Pay-to-Stay" - Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

10.0The Coastal Barrier Resources Act - The subrecipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated October 18, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

11.0Background Check - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, F.S. shall apply.

All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.

Such background investigations shall be conducted at the expense of *the employing agency or employee*.

12.0Confidentiality of Data - The subrecipient (at any tier) must comply with all confidentiality requirements of 34 U.S.C. § 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The subrecipient further agrees, as a condition of award approval, to submit a Privacy Certificate in accordance with the requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23. Privacy Certification forms must be signed by the subrecipient or implementing agency chief official or an individual with formal, written signature authority for the chief official.

13.0Conferences and Inspection of Work - Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

14.0Insurance for Real Property and Equipment - The subrecipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.

15.0Flood Disaster Protection Act - The sub recipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

16.0General Appropriations Restrictions – The subrecipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes as set forth in the Consolidated Appropriations Act, 2018.

17.0Immigration and Nationality Act - No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324(a), Section 274(A) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274(A) of the INA. Such violation by the subrecipient of the employment provisions contained in Section 274(A) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

18.0For NCHIP & NARIP: Enhancement of Security - If funds are used for enhancing security, the subrecipient must:

- 1) Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.
- 2) Conduct such an assessment with respect to each such enhancement; and submit to the Department the aforementioned assessment in its Final Program Report.

19.0 Personally Identifiable Information Breaches – The subrecipient (at any tier) must have written procedures in place to respond in the event of actual or imminent "breach" (OMB M-17-12) if it: 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "federal information system" (OMB Circular A-130). The subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to

FDLE's Office of Criminal Justice Grants for subsequent reporting to the OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

SECTION II: CIVIL RIGHTS REQUIREMENTS

1.0 Participant Notification of Non-discrimination FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.

2.0 Title VI of the Civil Rights Act of 1964 - The subrecipient at any tier, must comply with all applicable requirements of 28 CFR § 42, specifically including any applicable requirements in Subpart E that relate to an equal employment opportunity program.

Equal Employment Opportunity Certification (EEOC) - A subrecipient and/or implementing agency must submit an EEO Certification annually within 120 days of award.

Equal Employment Opportunity Program (EEOP) - A subrecipient and/or implementing agency must comply with all applicable requirements in 28 C.F.R. §42, Subpart E.

Subrecipients are advised to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (<https://ojp.gov/about/ocr/eeop.htm>).

3.0 Title IX of the Education Amendments of 1972 If the subrecipient operates an education program or activity, the subrecipient must comply with all applicable requirements of 28 C.F.R. § 54, "Nondiscrimination on the basis of sex in education programs or activities receiving federal financial assistance."

4.0 Equal Treatment for Faith Based Organizations The subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, "Equal Treatment for Faith Based Organizations", specifically including the provision for written notice to current or prospective program beneficiaries.

5.0 Americans with Disabilities Act - Subrecipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination on the basis of disability including provision to provide reasonable accommodations.

6.0 Section 504 of the Rehabilitation Act of 1973 (28 C.F.R. § 42, Subpart G) - Subrecipients must comply with all provisions prohibiting discrimination on the basis of disability in both employment and the delivery of services.

7.0 Age Discrimination Act of 1975 - Subrecipients must comply with all requirements in Subpart I of 28 C.F.R. §42 which prohibits discrimination based on age in federally assisted programs.

8.0 Limited English Proficiency (LEP) - In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, subrecipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises subrecipients to have a written LEP Language Access Plan. For more information visit www.lep.gov.

9.0 Finding of Discrimination - In the event a federal or state court or federal or state administrative agency makes, after a due process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a subrecipient of funds, the subrecipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.

10.0 Filing a Complaint - If the subrecipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the subrecipient, with FDLE, or with the Office for Civil Rights.

Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at info@fdle.state.fl.us. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.

Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.

11.0 Retaliation - In accordance with federal civil rights laws, the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

12.0 Non-discrimination Contract Requirements - Subrecipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the subrecipient.

13.0 Pass-through Requirements - Subrecipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that they may file a discrimination complaint with the subrecipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILITY

1.0 Fiscal Control and Fund Accounting Procedures - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide, the 28 C.F.R. § 66, and 2 C.F.R. § 200 as applicable, in their entirety.

Subrecipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management systems must be able to record and report on the receipt, obligation, and expenditure of grant funds; and able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not be an interest bearing account, but any earned interest must be used for program purposes and expended before the federal grant period end date. Any unexpended interest remaining at the end of the federal grant period must be submitted to the Office of Criminal Justice Grants for transmittal to DOJ.

2.0 Match - The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."

SECTION IV: SUBAWARD MANAGEMENT AND REPORTING REQUIREMENTS

1.0 Obligation of Subrecipient Funds - Subaward funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the subrecipient's project are eligible for reimbursement. All payments must be completed within forty-five (45) days of the end of the subaward period of performance.

2.0 Use of Funds - Grant funds may be used only for the purposes in the subrecipient's approved application. Subrecipients shall not undertake any work or activities not described in the approved grant award, and that use staff, equipment, or other goods or services paid for with grant funds, without prior written approval from FDLE's Office of Criminal Justice Grants (OCJG).

3.0 Advance Funding - Advance funding may be provided to a subrecipient upon a written request to the Department. The request must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

4.0 Performance and Reporting

Reporting Time Frames - The Project Director, Application Manager, or Performance Contacts shall submit Monthly or Quarterly Project Performance Reports to the Department, within fifteen (15) days after the end of the reporting period. In addition, if the subaward period is extended beyond the "original" project period, additional Project Performance Reports shall be submitted.

Failure to Submit - Performance Reports that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Subaward Management and Reporting Requirements.

Report Contents - Performance Reports must include a response to all objectives included in your subaward. A detailed response is required in the narrative portion for yes/no performance objectives. Submitted performance reports must clearly articulate, where appropriate, performance during the execution of the award has met a standard against which the subrecipient's performance can be measured. The narrative must also reflect on accomplishments for the period and identify problems with project implementation and address actions being taken to resolve the problems. Additional information may be required if necessary to comply with federal reporting requirements.

Requirement for Data on Performance and Effectiveness Under the Award - The subrecipient must collect and maintain data that measures the performance and effectiveness of work under this award. The data must be provided to OCJG in the manner (including within the timeframes) specified by OCJG. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Financial Consequences for Failure to Perform - In accordance with s. 215.971 F.S., payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the subrecipient fails to meet the minimum level of service or performance identified in this agreement, or is customary for subawards, then the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments or reimbursement until the deficiency is resolved, tendering only partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on subrecipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as an overpayment.

5.0 Grant Adjustments - Subrecipients must submit a grant adjustment through SIMON for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, project director, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Adjustments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

Subrecipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

Under no circumstances can transfers of funds increase the total budgeted award.

Requests for changes to the subaward agreement must be electronically signed by the subrecipient or implementing agency's chief official or the chief official's designee.

Retroactive (after-the-fact) approval of project adjustments or items not currently in the approved subaward will only be considered under extenuating circumstances. Subrecipients who incur costs prior to approval of requested adjustments do so at the risk of the items being ineligible for reimbursement under the award.

All requests for changes, including all requests for project period extensions, must be submitted in SIMON no later than thirty (30) days prior to grant expiration date.

6.0 Financial Expenditures and Reporting

Reporting Requirements - The subrecipient shall have a choice of submitting either a Monthly or a Quarterly Project Expenditure Report to the Department. Project Expenditure Reports are due thirty (30) days after the end of the reporting period. In addition, if the subaward period is extended, additional Project Expenditure Reports shall be submitted.

All project expenditures for reimbursement of subrecipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the SIMON (Subgrant Information Management Online).

All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

All reports must relate financial data to performance accomplishments.

Before the "final" Project Expenditure Report will be processed, the subrecipient must submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

Reports are to be submitted even when no reimbursement is being requested.

Submission - The report must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

7.0 Project Generated Income (PGI) - All income generated as a direct result of a sub project shall be deemed program income. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity).

Required Reports - The subrecipient shall submit Quarterly PGI Earnings and Expenditures Reports to the Department within thirty (30) days after the end of the reporting period covering subaward project generated income and expenditures during the previous quarter.

PGI Expenditure - Program income should be used as earned and expended as soon as possible and used to further the objectives for which the award was made.

Submission - PGI Earnings and Expenditures reports must be electronically signed by the subrecipient or implementing agency's chief financial officer or the chief financial officer's designee.

Unexpended PGI - If any PGI remains unspent after the subaward ends, the subrecipient must continue submitting quarterly PGI reports until all funds are expended.

Additionally, any unexpended PGI remaining at the end of the federal grant period must be submitted to OCJG for transmittal to the Bureau of Justice Assistance.

8.0 Subrecipient Integrity and Performance Matters - Requirement to report information on certain civil, criminal, and administrative proceedings to OCJG, SAM and FAPIIS.

The subrecipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, subrecipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIIS").

SECTION V: MONITORING AND AUDITS

1.0 Access to Records - The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the subrecipient, implementing agency and contractors for the purpose of audit and examination according to the Financial Guide and the 28 C.F.R. § 66. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the subrecipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of s. 119, F.S., unless specifically exempted and/or made confidential by operation of s. 119, F.S., and made or received by the subrecipient or its contractor in conjunction with this agreement.

The subrecipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

2.0 Monitoring - The recipient agrees to comply with FDLE's grant monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).

3.0 Property Management - The subrecipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide, and 28 C.F.R. § 66. This obligation continues as long as the subrecipient retains the property, notwithstanding expiration of this agreement.

Property Use - The subrecipient must use equipment acquired under a Federal award for the authorized purposes of the project during the period of performance, or until the property is no longer needed. Subrecipients must use, manage

and dispose of equipment acquired under a Federal award in accordance with ss. 274, F.S. Tangible Property and 2 C.F.R. 200.313, Equipment.

4.0 Subaward Closeout - A Financial Closeout Audit shall be submitted to the Department within forty-five (45) days of the end date of the performance period.

The Financial Closeout Audit report located in SIMON must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

Subaward Closeout will be initiated by the Department after the Financial Closeout has been completed and approved. Failure to submit closeout reports timely will result in an Administrative Closeout by the Department.

5.0 High Risk Subrecipients - If a subrecipient is designated "high risk" by a federal grant-making agency, currently or at any time during the course of the period of performance under this award, the subrecipient must disclose that fact and certain related information to FDLE's OCJG. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the subrecipient's past performance, or other programmatic or financial concerns with the subrecipient. The subrecipient's disclosure must include the following: 1. The federal awarding agency that currently designates the subrecipient high risk, 2. The date the subrecipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

6.0 Imposition of Additional Requirements - The subrecipient agrees to comply with any additional requirements that may be imposed by OCJG during the period of performance for this award, if the subrecipient is designated as "high risk" for purposes of the DOJ high-risk grantee list.

7.0 Retention of Records - The subrecipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The subrecipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
<https://fdoswebumbracoprod.blob.core.windows.net/media/703328/qs1-sl-2020.pdf>.

8.0 Disputes and Appeals - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The subrecipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the subrecipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The subrecipient's right to appeal the Department's decision is contained in § 120, F.S., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S.

9.0 Failure to Address Audit Issues - The subrecipient understands and agrees that FDLE's OCJG may withhold award funds, or may impose award conditions or other related requirements, if (as determined by OCJG) the subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.

10.0 Single Annual Audit - Subrecipients that expend \$750,000 or more in a year in federal awards shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subrecipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" s. 215.97, F.S., "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter 10.650, "Local Governmental Entity Audits" and "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified Data Collection Form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Subrecipients that expend less than \$750,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subrecipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

SECTION VI: SUBAWARD PROCUREMENT AND COST PRINCIPLES

- 1.0 Procurement Procedures** - Subrecipients must have written procedures for procurement transactions. Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.318-326.

This condition applies to agreements that OCJG considers to be a procurement "contract", and not a second tier subaward.

The details of the advance approval requirement to use a noncompetitive approach in a procurement contract under this award are posed on the OJP website at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at <https://ojp.gov/funding/Implement/Resources/GuideToProcurementProcedures.pdf>.

- 2.0 Cost Analysis** - A cost analysis must be performed by the subrecipient if the cost or price is at or above the \$35,000 acquisition threshold and the contract was awarded non-competitively in accordance with s. 216.3475, F.S. The subrecipient must maintain records to support the cost analysis, which includes a detailed budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See also: Reference Guide for State Expenditures.
- 3.0 Allowable Costs** - Allowance for costs incurred under the subaward shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", and 2 CFR Subpart E, "Cost Principles".
- 4.0 Unallowable Costs** - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.
- 5.0 Indirect Cost Rate** - A subrecipient that is eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise OCJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.
- 6.0 Sole Source** - If the project requires a non-competitive purchase from a sole source costing \$10,000 or more, the subrecipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the subrecipient is a state agency and the cost meets or exceeds \$250,000, the subrecipient must also receive approval from the Department of Management Services (DMS) (s. 287.057(5), F.S.). The Sole Source form must be signed by the subrecipient or implementing agency chief official or chief official designee. Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.
- 7.0 Personal Services** - Subrecipients may use grant funds for eligible personal services including salaries, wages, and fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal program's authorizing legislation. Subrecipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the subrecipient's written compensation and pay plan.

Documentation - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.

Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may

include the use of subsidiary records as defined in the organization's written policies. Where grant subrecipients work on multiple grant programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

- 8.0 Contractual Services** - The subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as described in 2 C.F.R. § 200.318, General procurement.

Requirements for Contractors of Subrecipients - The subrecipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 34 U.S.C. § 10101 et seq.; the provisions of the current edition of the DOJ Grants Financial Guide (https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf); and all other applicable federal and state laws, orders, circulars, or regulations. The subrecipient must pass-through all requirements and conditions applicable to the federal grant award/subaward to any subcontract. The term "contractor" is used rather than the term "vendor" and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

Approval of Consultant Contracts Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds \$650 (excluding travel and subsistence costs) per eight-hour day, or \$81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to subrecipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates, 28 C.F.R. § 66, and applicable state statutes. The Department's approval of the subrecipient agreement does not constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the \$650 threshold does not apply.

FFATA Reporting Requirements - Subrecipients that enter into subawards of \$25,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at <https://ojp.gov/funding/Explore/FFATA.htm>

- 9.0 Travel and Training** - The cost of all travel shall be reimbursed according to the subrecipient's written travel policy. If the subrecipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines § 112.061, F.S. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.

- 10.0 Expenses Related to Conferences, Meetings, Trainings, and Other Events** - Subgrant funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Subgrant applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating subgrant funds for these purposes.

- 11.0 Training and Training Materials** - Any training or training materials that has been developed or delivered with grant funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at www.ojp.gov/funding/ojptrainingguidingprinciples.htm.

- 12.0 Publications, Media and Patents Ownership of Data and Creative Material** - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the DOJ Grants Financial Guide, 28 C.F.R. §§ 66, and 200.315.

Publication or Printing of Materials - Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Subrecipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and DOJ Grants Financial Guide, Section 3.9; Allowable Costs - Publication.

Subrecipients must submit for review and approval one (1) copy of any written materials to be published, including web-

based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

All electronic and print materials paid under this award must contain the following statements identifying the federal award:

"This project was supported by Award No. [Federal Award Number] awarded by the [Bureau of Justice Assistance/Bureau of Justice Statistics], Office of Justice programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the authors and do not necessarily reflect the views of the Department of Justice or grant-making component."

Any website funded in whole or in part under this award must include the same statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a web-based service, including any pages that provide results or outputs from the service.

Patents - Subrecipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (37 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Subrecipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

13.0 For NCHIP & NICS: Purchase of Automated Fingerprint Identification System (AFIS) - AFIS equipment purchased under this award must conform to the American National Standards Institute (ANSI) Standard, "Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information" (ANSI/NIST-ITL 1-2007 PART 1) and any other applicable standards set forth by the Federal Bureau of Investigation (FBI).

14.0 Information Technology Projects

Criminal Intelligence Systems - The subrecipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the subrecipient may be fined as per 42 U.S.C. § 3789g(c)-(d). The subrecipient may not satisfy such a fine with federal funds.

The subrecipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the subrecipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

State IT Point of Contact - The subrecipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the subrecipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to <https://it.ojp.gov/technology-contacts>.

The State IT Point of Contact will ensure the subrecipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole.

Interstate Connectivity - To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the subrecipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

ADP Justification - The subrecipient must complete an Automated Data Processing (ADP) equipment and Software and Criminal Justice Information and Communication Systems Request for Approval form if the purchase of any ADP

equipment is to be made. This form must be submitted upon application if applicable and pre-approval must be obtained. ADP Justification must be signed by the subrecipient or implementing agency chief official or an individual with formal, written signature authority for the chief official.

15.0 Interoperable Communications Guidance - Subrecipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at <https://www.dhs.gov/publication/funding-documents>.

Subrecipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The subrecipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the subrecipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Subrecipients must provide a listing of all communications equipment purchased with grant award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

14.0 Global Standards Package - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at <https://it.ojp.gov/gsp>. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

15.0 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment – In accordance with the requirements as set out in 2 C.F.R. § 200.216, subrecipients are prohibited from obligating or expending grant funds to:

- 1) Procure or obtain;
- 2) Extend or renew a contract to procure or obtain;
- 3) Enter into a contract to procure or obtain equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, produced by Huawei Technologies Company or ZTE Corporation (or a subsidiary or affiliate of such entities).

16.0 Unreasonable Restrictions on Competition - This condition applies with respect to any procurement of property or services funded (in whole or in part) by this subaward, by the subrecipient (at any tier), and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

- i. Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 and 200.319(a) – Subrecipient (at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.
- ii. Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
- iii. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

- iv. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

17.0 Non-Disclosure Agreements - No subrecipient or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

18.0 Confidential Funds and Confidential Funds Certificate - A signed certification that the Project Director or Implementing Agency Chief Official has read, understands, and agrees to abide by all conditions for confidential funds outlined in Section 3.12 of the DOJ Grants Financial Guide is required for all projects that involve confidential funds. The signed certification must be submitted at the time of grant application. Confidential Funds certifications must be signed by the subrecipient or implementing agency Chief Official or an individual with formal, written signature authority for the Chief Official.

19.0 For JAG: Task Force Training Requirement - The subrecipient agrees that within 120 days of award, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training can be accessed three ways:

- 1) Regional Information Sharing Systems (RISS) members may access the training through the secure RISS portal. Instructions may be found here: https://28cfr.ncirc.gov/documents/Accessing_28CFRPart23_training_RISS.pdf.
- 2) Members with a secure account through the Federal Bureau of Investigation's (FBI) Law Enforcement Enterprise Portal (LEEP) may log in to LEEP to access the training. Instructions may be found here: https://28cfr.ncirc.gov/documents/Accessing_28CFRPart23_training_LEEP.pdf.
- 3) If your agency was previously provided with a preauthorization code, you may register for the training using that code by selecting the "LOG IN or SIGN UP" menu button located on the top left side of the home page. Enter your email address and password, then select "Preauthorization Registration."

All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability.

When FDLE awards funds to support a task force, the subrecipient must compile and maintain a task force personnel roster along with course completion certificates. Additional information is available regarding this required training and access methods at Home page - 28 CFR Part 23 Online Training (ncirc.gov).

20.0 For NCHIP and NARIP: Protective Order Systems - Any system developed with funds awarded under this cooperative agreement will be designed to permit interface with the National Protective Order file maintained by the FBI.

21.0 For PREA: PREA Audits - Subrecipients using funds, in whole or in part, to conduct PREA audits must utilize a DOJ certified PREA auditor who must abide by all applicable requirements in the DOJ PREA Auditor Handbook.

SECTION VIII: ADDITIONAL REQUIREMENTS

1.0 Environmental Protection Agency's (EPA) list of Violating Facilities - The subrecipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

2.0 National Environmental Policy Act (NEPA)

The subrecipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of subaward funds by the subrecipient. This applies to the following new activities whether or not they are being specifically funded with these subaward funds. That is, it applies as long as the activity is being conducted by the subrecipient or any third party and the activity needs

to be undertaken in order to use these subaward funds. Accordingly, the subrecipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the grant, the recipient agrees to contact FDLE OCJG.

- 1) New construction;
- 2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- 3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- 4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments; and
- 5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The subrecipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The subrecipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at <https://www.bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

3.0 National Historic Preservation Act – The Act will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

4.0 Human Research Subjects – The subrecipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

5.0 Disclosures

Conflict of Interest - The subrecipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Subrecipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

Violations of Criminal Law - The subrecipient and implementing agency must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the subaward.

6.0 Uniform Relocation Assistance and Real Property Acquisitions Act - The subgrant recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

7.0 Limitations on Government Employees Financed by Federal Assistance - The subrecipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7321-26, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

8.0 Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable - Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

9.0 Text Messaging While Driving - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and §316.305, F.S., the subrecipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this subaward and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

10.0 For JAG: DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database - If program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ FY 2012 DNA Backlog Reduction Program, available at <https://www.ncjrs.gov/pdffiles1/nij/si001062.pdf>.

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS (the National DNA Database operated by the FBI).

11.0 Environmental Requirements and Energy - For subawards in excess of \$100,000, the subrecipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C 85), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR 1). The subrecipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.

12.0 Other Federal Funds - The subrecipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the subrecipient will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

13.0 Trafficking in Persons - The subrecipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, subrecipients or individuals defined as "employees" of the subrecipient. The details of the recipient and subrecipient obligations related to prohibited conduct related to trafficking in persons are incorporated by reference and posted at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>

14.0 Requirement of the Award; Remedies for Non-Compliance or for Materially False Statements: Any materially false, fictitious, or fraudulent statement to the Department related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001, 1621, and/or 34 U.S.C. § 10272), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable; such provision shall be deemed severable from this award.

15.0 Employment Eligibility Verification for Hiring Under This Award – The subrecipient must ensure that as part of the hiring process for any position that is or will be funded (in whole or in part) with award funds, the employment eligibility of the individual being hired is properly verified in accordance with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

- i. All persons who are or will be involved in activities under this award must be made aware of the requirement for verification of employment eligibility, and associated provisions of 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful in the United States to hire (or recruit for employment) certain aliens.
- ii. The subrecipient must provide training (to the extent necessary) to those persons required by this condition to be notified of the requirement for employment eligibility verification and the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
- iii. As part of the recordkeeping requirements of this subaward, the subrecipient must maintain records of all employment eligibility verifications pertinent to compliance with this condition and in accordance with I-9 record retention requirements, as well as pertinent records of notifications and trainings.

- iv. Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
- v. Persons who are or will be involved in activities under this award includes any and all subrecipient officials or other staff who are or will be involved in the hiring process with respect to a grant funded position under this award.
- vi. For the purposes of satisfying this condition, the subrecipient may choose to participate in, and use E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the subrecipient entity uses E-Verify to confirm employment eligibility for each position funded through this award.
- vii. Nothing in this condition shall be understood to authorize or require any subrecipient, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.
- viii. Nothing in this condition, including paragraph vi., shall be understood to relieve any subrecipient, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to FDLE prior to award acceptance.

16.0 Determination of Suitability to Interact with Minors – This condition applies if it is indicated in the application for subaward (at any tier) that a purpose of some or all of the activities to be carried out under the subaward is to benefit a set of individuals under 18 years of age.

The subrecipient (at any tier), must make determinations of suitability before certain individuals may interact with participating minors. The requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at <https://ojp.gov/funding/Explore/Interact-Minors.htm>.

17.0 Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters: No subrecipient under this award, or entity that receives a procurement contract with funds under this award, may require an employee to sign an internal confidentiality agreement that prohibits the reporting of waste, fraud, or abuse to an investigative or law enforcement representative authorized to receive such information.

The foregoing is not intended, to contravene requirements applicable to classified information. In accepting this award, the subrecipient:

- a) Has not required internal confidentiality agreements or statements from employees or contractors that currently prohibit reporting waste, fraud, or abuse;
- b) Certifies that, if it learns that it is or has been requiring its employees or contractors to execute agreements that prohibit reporting of waste, fraud, or abuse, it will immediately stop any further obligations of award funds, will provide prompt written notification to OCJG, and will resume such obligations only if expressly authorized to do so by OCJG.
- c) Will comply with requirements of 5 U.S.C. §§ 1501-08 and 7321-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

17.0 For RSAT: State Alcohol and Drug Abuse Agency - The subrecipient will coordinate the design and implementation of treatment programs with the State alcohol and drug abuse agency or any appropriate local alcohol and drug abuse agency, especially when there is an opportunity to coordinate with initiatives funded through the Justice Assistance Grant (JAG) program.

18.0 For RSAT: Drug Testing - The subrecipient will implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance abuse treatment programs. Such testing shall include individuals released from residential substance abuse treatment programs who remain in the custody of the State.

19.0 For RSAT: Opioid Abuse and Reduction - The subrecipient understands and agrees that, to the extent that substance abuse treatment and related services are funded by this award, they will include needed treatment and services to address opioid abuse and reduction.

20.0 For RSAT: Data Collection - The subrecipient agrees that grant funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of grant funds.

21.0 For PSN: Coordination with U.S. Attorney and PSN Task Forces - The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force(s) for the respective U.S. Attorney Districts covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives and other ongoing, local gun prosecution and law enforcement strategies.

22.0 For PSN: Media-related Outreach - The subrecipient agrees to submit to OCJG for review and approval by DOJ, any proposal or plan for PSN media-related outreach projects.

23.0 For NCHIP & NARIP: Coordination and Compatibility with Systems - In accordance with federal award conditions, subrecipient agrees all activities supported under this award must:

- 1) Be coordinated with Federal, State, and local activities relating to homeland security and presale firearm checks
- 2) Ensure criminal justice information systems designed, implemented, or upgraded with NCHIP or NARIP funds are compatible, where applicable, with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC 2000), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS), and applicable national, statewide or regional criminal justice information sharing standards and plans.
- 3) Intend to establish or continue a program that enters into the National Crime Information Center (NCIC) records of:
(a) Protection orders for the protection of persons from stalking or domestic violence; (b) Warrants for the arrest of persons violating protection orders intended to protect victims from stalking or domestic violence; and (c) Arrests or convictions of persons violating protection orders intended to protect victims from stalking or domestic violence.

**FCTDC Collections Report for
2020-21 Year-to-Date Report
Through September 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	118%	132.82%					
30	August	\$ 111,322.92	\$ 134,238.67	\$ 190,136.02	\$ 306,565.12	\$ 116,429.10	61%	178.79%					
31	September	\$ 70,419.47	\$ 90,051.57	\$ 140,186.24	\$ 164,075.72	\$ 23,889.48	17%	78.28%					
32	Totals	\$ 1,304,397.92	\$ 1,401,731.72	\$ 1,432,091.48	\$ 2,458,248.97	\$ 1,026,157.49	134%	151.09%					
33													
34	YOY %	\$ 53,702.10	\$ 97,333.80	\$ 30,359.76	\$ 1,026,157.49								
35		4.29%	7.46%	2.17%	71.65%								
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 to 3%												
42													