



Board of County Commissioners - Regular Meeting

Tuesday, September 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/89766111942> 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 (897 6611 1942#). 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. Payment of County Bills

4. Approval of Minutes

FCBCC Regular Meeting 8/24/2021

FCBCC Regular Meeting 9/7/2021

FCBCC Budget Hearing 9/7/2021

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

Action Item:

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

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

Informational Item:

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

8. Solid Waste Director - Fonda Davis

Informational Item:

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

9. Emergency Management Director - Pam Brownell

Informational Items:

- a. EOC hosted a CERT (Community Emergency Response Team) Training at the EOC on 09/16-09/17.
- b. EOC Staff were at the Carrabelle Branch of the Franklin County Library on 09/15/21 at 10:00 AM to assist with Re-Entry Tags and answer questions regarding Emergency Management.
- c. EOC Staff attended the Mitigate Florida Meeting on 09/14/21
- d. EOC Staff attended the regional hospital, EM, and CHD COVID-19 call 09/10/21
- e. EOC Staff attended the NWS Partner Planning Meeting on 09/09/21.
- f. EOC Staff attended the Call with Archive Social on 09/08/21.
- g. EOC Staff were at the Eastpoint Branch of the Franklin County Library on 09/08/21 at 11:00 AM to assist with Re-Entry Tags and answer questions regarding Emergency Management.
- h. EOC Staff will attend the Regional Hospital, EM and CHD Coordination Call on 09/10/21.
- i. EOC staff continue to update plans and contracts for Franklin County.
- j. EOC Staff continue to update our Kiosk located throughout Franklin County with COVID Information along with Preparedness information for the storm.

KIOSK LOCATIONS:

- Carrabelle - Franklin County Courthouse Carrabelle Annex
- Carrabelle Chamber of Commerce
- Eastpoint - Carquest
- Apalachicola - Franklin County Emergency Management
- Apalachicola Chamber of Commerce
- Apalachicola Post Office

10. Extension Office Director - Erik Lovestrand

Informational Items:

General Extension Activities:

- a. During this period, the Extension office assisted citizens on topics of pond management, sea oats source for dune restoration, aquaculture disaster relief programs, soil testing, Florida Friendly landscaping, redbud tree disease, and more.
- b. Extension Director participated in a webinar about invasive fish in Florida.
- c. Extension Director participated in the annual Extension Professional's Association meeting virtually.
- d. Extension Director participated in Zoom seminar presentation for a candidate for the UF/IFAS North Florida Research and Education Center Director position in Quincy.

Sea Grant Extension:

- e. Notice to proceed has been issued for the contractor who will be cleaning up many vessels that are related to Hurricane Michael marine debris in our area, as part of the

multi-county grant-funded effort through UF/IFAS Extension.

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

4-H Youth Development:

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

Family and Consumer Sciences:

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

Agriculture/Home Horticulture:

i. Extension Director participated in Zoom webinar on native groundcovers.

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

Other Reports

11. Special Project Consultant - Alan Pierce

Action Items:

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

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

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

12. TDC Administrator - John Solomon

Informational Items:

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

b. Myself and TDC Chairman / Commissioner Jones attended the Visit Florida Governors Conference on Sept. 8th - 10th. We are very proud to announce that the Franklin County TDC was awarded the Henry award in the Rural Marketing category for our Forgotten Coast Mobile App. The Henry is the top award given in any category for the Flagler

awards. This is the first Henry award for Franklin County and the 4th Flagler award in the past 2 years.

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

13. Interim Airport Manager - Ted Mosteller

Informational Items:

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

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

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

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

d. FYI: Cates Electric is scheduled to upgrade the electric service to the 60 x 60 sewer station.

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

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

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

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

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

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

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

j) FYI: Since the GAO issue about paying yourself rent has recently come to light—as your Airport Manager who is charged with compliance with Federal, State and local regulations—I am researching the GAO (General Accounting Office) /FAA issue of

requiring County paying itself rent for non-aviation use of the airport facilities. The issue stems from the fact that the Federal Government deeded the airport to the county as an AP-4 airport and has subsequently added support to the airport. The county has signed assurances to maintain the airport as such.

Have no update at this time.

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

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

Ted,

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

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

Quinton Williams

D3 Aviation Program Manager

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

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

Airport Manager Duties, etc report. Update.

Flight Obstruction Clearance—safety issue.

Fuel Farm, Mogas, etc.

EOC

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

3 ea. Prospective tenants for a box hangar.

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

Equipment inventory (including repair and maintenance)—much equipment in

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

JD 5520

New 20' batwing mower on order

Shelter for airport equipment.

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

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

Flight operations counter

NDB

Security Plan

Master Plan

Apron rehabilitation

FBO hangar ventilation ceiling fans

FBO hangar floor (original WWII)

Jingoli Power lease

m) Questions? /discussion?

14. American Rescue Plan Consultant - Traci Buzbee

Presentations and Requests

15. Eastpoint Civic Association - Betty Webb

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

Planning and Zoning Reports

16. Critical Shoreline Applications

a. 219 WEST GORRIE DRIVE

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

Board recommended approval contingent upon State and Federal Permits or Exemption

BOARD ACTION: Approve, Table, or Deny

17. Commercial Site Plan Applications

a. 373 AIRPORT ROAD

Consideration of a request for site plan review of a new 60'x50' airplane hanger on property described as 28 Airport Road, Apalachicola, Franklin County, Florida.

Request submitted by Bob Windolf, Agent for Robert Kasper, applicant.

Board recommended approval

BOARD ACTION: Approve, Table, or Deny

18. Ordinance Amendment Applications

a. Franklin County Private Property Rights Comp Plan Amendment

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

Board recommended approval

BOARD ACTION: Approve, Table, or Deny

19. Zoning Administrator Report

For information:

- A few meetings ago Commissioner Bert Boldt inquired about doing research on other counties that have a Magistrate for Planning and Zoning. I checked with a number of counties: Wakulla, Gulf County, Liberty County, and Calhoun County to which all responded with having no Zoning Magistrate. I then reached out to Commissioner Boldt for possible suggestions of other counties and he stated he researched Fernandina Beach. After researching their website as well as speaking with the Planning Director, it was verified that they have a regular Planning & Zoning Board and a Quasi-Judicial Board but do not have a Zoning Magistrate for either board. The only magistrate they have is a Special Magistrate specifically for Code Enforcement.
- Planning & Zoning Adjustment Board has been doing very well. The last meeting we had 7 Board Members in attendance. District 5 seat member resigned, so David Duncan who was At Large is now designated as District 5 seat member. Joey Taranto was moved from Alternate seat to At Large Seat Member. District 4 chair is still vacant and we now have 2 alternate seats available.

Public Hearings

20. Franklin County Volunteer Fire Department Acquisition & Demolition

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

RFP/RFQ/Bid Opening

21. RFQ - Airport Manager Services

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

County Staff & Attorney Reports

22. Fiscal Manager/Grants Coordinator - Erin Griffith

a. BOARD ACTION: Florida Boating Improvement Grant Award

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

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

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

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

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

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

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

Board Action to authorize staff to negotiate with county engineer Dewberry and Associates to provide design services for the two CR67 SCRAP agreements.

d. BOARD ACTION: FRDAP Grant

The grant application window for the 2022/2023 Florida Department of Environmental Protection's FRDAP program opens on October 1st and closes on October 15th. The FRDAP program is a competitive award program for enhancements to parks and recreation facilities. The Commission mentioned three different park locations for

improvements at your last meeting: St. George Island Playground, Vrooman Park in Eastpoint and Gene Sewell Park in Lanark Village. As the awards are competitive and entities are limited to two applications per year, I recommend submitting the applications on facilities with existing uses that will generate a score that will have the greatest chance of being funded. With that being said, I would like to permission to schedule and advertise public input meetings in the next two weeks for the St. George Island Playground and the Vrooman Park Improvements. As Gene Sewell Park is farther out in the planning process without the infrastructure in place at this time to generate a high score, I would like to schedule a community input meeting in the spring for that park location to have a clear direction on the park concept for future funding applications.

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

e. BOARD INFORMATION:

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

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

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

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

Franklin County understands the importance of maintaining the sustainability of the Apalachicola Regional Airport and actively works to enhance the operating revenues of

the airport. At this time all active leases have been submitted to FDOT for review.

23. County Coordinator - Michael Morón

Action Items:

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

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

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

Board discussion and direction.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Board discussion and direction.

Informational Items:

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

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

24. County Attorney - Michael Shuler

Action Item:

a. 974 Teresa Avenue, Eastpoint

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

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

Commissioners' Comments & Adjournment

25. Commissioners' Comments

26. 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 09/16/2021 at 4:10 PM

**FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS
BUDGET HEARING
COURTHOUSE ANNEX, COMMISSION MEETING ROOM
SEPTEMBER 7, 2021
5:15 PM
MINUTES**

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

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

1. Call To Order

Chairman Jones called the meeting to order at 5:42 p.m.

2. Prayer and Pledge

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

3. Budget Information

Mrs. Erin Griffith will update the Board on any changes since the Budget Workshop and state the proposed tentative millage rate to fund the 2021-22 budget.

Mrs. Griffith reported that the only changes was the GAL submitted a revised allocation request in the amount of \$9,087 and the TDC incorporated \$105,263 to fund the Special Museum Program. Mrs. Griffith said they were still working on the pay plan.

4. Public Comments

This is an opportunity for the public to comment on FY 2021-22 millage levy and budget. When you are recognized to be heard by the Chairman, please adhere to the 3- minute time limit.

Ms. Brenda Karlin from 316 East Gorrie Drive requested the Board look at additional funds to fund the pay plan increase and asked the Board to consider going back to the roll back rate.

Ms. JoEllen Pearman asked the Board to address the road and bridge cleanup. She said that the TDC has done a bang-up job of bringing lots of tourists to the county and she feels they should be held responsible for cleaning the bridges. Chairman Jones reminded Ms. Pearman that the TDC budget is separate from the county's budget. Mrs. Pearman said she feels a lot of funds go to waste.

Ms. Gail Riegalmayer said although the millage rates will be reduced the county will be taking in an additional \$1million. She asked the Board to go back to the roll back rate. She said that she completely agrees that the county needs to bring their pay scale up to current standards. However, she has notices over that past nineteen years that each budget cycle the capital outlay funds are requested the same. She suggested the Board looks for ways to cut the inflated amounts and feels

there is ways to slash the budget without impacting the proposed salaries. She said that the City of Carrabelle, had their budget workshops and they were looking at rolling back their rates. Ms. Riegalmayer asked the Board to keep the taxes at the current levels.

Mr. Moron called for public comments from Zoom attendees. There were none.

5. Budget Discussion

Commissioner Lockley spoke in opposition of going back to the rollback rate. He said the people of Florida voted to increase the minimum wage and we are trying to get ahead of the game.

6. Adoption of the Classification and Pay Plan

a. Board action to adopt the Classification and Pay Plan as presented and discussed at the September 7, 2021 BOCC Regular Meeting.

Commissioner Lockley made a motion to adopt the Classification and Pay Plan.

Commissioner Ward said that she is surprised due to Covid that we didn't have an increase in the millage rate to fund the budget.

Commissioner Ward seconded the motion to adopt the Classification and Pay Plan.

Commissioner Boldt spoke regarding the ways that the Board saved money in the budget. Mrs. Griffith addressed the capital outlay fund and noted that a lot of the payments for the equipment had been built into the budget. She said that by running them through the capital outlay funds the county does not incur interest. She said that the Board is trying to address some of the issues moving forward. Chairman Jones noted that the Board had requested from department heads a 3–5-year list of items that they would need. He said in doing so the Board was being proactive and not reactive. Commissioner Boldt said that our county is a county of grants, and it speaks highly of our budget process. Mr. Moron noted that the Sheriff manages the jail for the county, and he is going to take it item by item to not have one large expense at one time. Commissioner Ward said with hackers and technology world that we live in, supply and demand for everything is expensive especially with Covid. Commissioner Ward said she would be glad to sit down with individuals who spoke during public comments and discuss their ideas for next year's budget. Commissioner Lockley said that we have one of the lowest millage rates in the State of Florida. He encouraged everyone to look at the rates for the entire state.

Motion carried 5-0.

7. Adoption of 2021-22 Tentative Millage Rate and Budget

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

Motion by Commissioner Lockley, seconded by Commissioner Boldt, to adopt the resolution adopting the tentative 2021-22 millage levy. Motion carried 5-0.

RESOLUTION ADOPTING TENTATIVE MILLAGE LEVY
A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF
FRANKLIN COUNTY, FLORIDA, ADOPTING THE TENTATIVE MILLAGE LEVY FOR
FRANKLIN COUNTY FOR FISCAL YEAR 2021 - 2022

WHEREAS, the BOARD OF COUNTY COMMISSIONERS of Franklin County, Florida, on September 7th, 2021, adopted Fiscal Year 2021-2022 Tentative Millage Rate following a public hearing as required by Florida Statute 200.065; and

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

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

The Fiscal Year 2021-2022 tentatively adopted operating millage rate for Franklin County is 5.4707 mills which is greater than the rolled-back rate of 5.3991 mills by 1.33 %.

DULY ADOPTED at a public hearing this 7th day of September 2021.

Time adopted 6:11 PM.

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

RESOLUTION
FRANKLIN COUNTY
BOARD OF COUNTY COMMISSIONERS
RESOLUTION ADOPTING TENTATIVE BUDGET

WHEREAS, the Board of County Commissioners of Franklin County, Florida has determined the amount of funds required for a Tentative Budget for the 2021-2022 Fiscal Year and

WHEREAS, the Board of County Commissioners has given due notice as required by law, and has held a public hearing as required by Florida Statute 200.065, and

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

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

1. The Fiscal Year 2021-2022 Tentative Budget be adopted.
2. That copies of this Resolution containing the Tentative Budget be spread upon the records of Franklin County, Florida.

This Resolution duly adopted at a public hearing this 7th day of September 2021.

Time adopted 6:12 PM.

8. Commissioners' Comments

Commissioner Parrish apologized for being late for the meeting. Commissioner Lockley said that the Board had a job to do, and this is a business. He said that the Board was sincere and tried to do what is right for the company.

9. Adjournment

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

Ricky Jones – Chairman

Attest:

Michele Maxwell - Clerk of Courts

**FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING
COURTHOUSE ANNEX, COMMISSION MEETING ROOM
AUGUST 24, 2021
9:00 AM
MINUTES**

Commissioners Present: Ricky Jones-Chairman, Noah Lockley, Joseph Parrish, Jessica V. Ward
Commissioner Via Zoom: Bert Boldt, II-Vice Chairman
Others Present: Michael Shuler-County Attorney, Michael Moron—County Coordinator, Jessica Gay-
Deputy Clerk to the Board

1. Call to Order

Chairman Jones called the meeting to order.

2. Prayer and Pledge

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

3. Payment of County Bills

On a motion by Commissioner Ward, seconded by Commissioner Parrish, and by a unanimous vote of the Board present, to ratify the Chairman’s approval of the payment of the County’s bills on August 17, 2021, during the Local State of Emergency. Motion carried 4-0.

On a motion by Commissioner Lockley, seconded by Commissioner Ward and Commissioner Parrish, and by a unanimous vote of the Board present, to approve the County Bills. Motion carried 4-0.

4. Public Comments

Mr. Steve Kirshenbaum spoke regarding the job description for the airport manager. He does not feel that the qualifications required, and the pay being offered will attract a viable candidate. Mr. Kirshenbaum also noted that the vegetation around the airport needs to be removed.

Constitutional Officers

5. Clerk of Courts – Michele Maxwell – Report

Mr. Moron reported that Clerk Maxwell was attending a New Clerk’s Training and that she did not have a report at this time.

6. Sheriff – A. J. Smith – Presentation

Sheriff Smith presented a slideshow to the Board. Sheriff Smith showed a slide stating starting salaries for surrounding counties, which shows Franklin County as lowest. We still have a drug issue however we are

offering people rehabilitation, programs to find rehab outside the jail as well as inside the jail. The disaster related work has increased with in the past few years. Deputies serving the people in every way possible. They are doing a lot of community outreach, and this helps for law enforcement to be seen in a positive light. We are providing high level service with high level professionalism. We have done thousands of hours of training. Continual training is required to provide the top-level service being provided. Commissioner Ward said this is one of the biggest things that she would like to see done. Thanked everyone for the job they do and stay safe out there. Commissioner Lockley said he would like to second Commissioner Ward's sentiments. He believes that law enforcement's pay should be higher due to the high risk. Commissioner Boldt said the sheriff's office brings peace of mind to the community and he advocates as much as possible to get the salaries up. Chairman Jones said that whatever we pass in the pay plan is to make sure that the money is being passed out to the employees. Commissioner Ward said yes that it should be equal amounts across the board. Commissioner Lockley said that he will fight for the raises for the sheriff's office. Mr. Moron said at the next meeting the Board will decide on the pay increases. Mr. Moron announced that the street sweeper will be delivered today.

Department Directors Reports

7. Superintendent of Roads and Bridges – Howard Nabors Informational Items:

a. Detail of Work Performed and Material Hauled by District (Agenda Packet)

Mr. Moron presented the following item from his report at this time.

k. COVID Sick Leave – At your January 19th meeting the Board agreed to provide an equivalent benefit equal to the unused remainder of the Federal FFCRA emergency paid sick leave for employees that had not used all of the provided two weeks' time if an employee was unable to work, including able to telework, because the employee: 1. was subject to a Federal, State or local quarantine or isolation order related to COVID-19 or 2. had been advised by a health care provider to self-quarantine related to COVID-19 or 3. was experiencing COVID-19 symptoms and was seeking a medical diagnosis. Employees would still need to complete the Emergency Paid Sick Leave Request Form for eligible reasons 1-3 above to utilize this leave. The Federal requirement to do this expired on December 31, 2020, but the Board extended this leave to March 31, 2021. I bring this item to you for consideration because several the Road and Bridge Department employees have tested positive for COVID-19 and approached Mr. Howard Nabors, Superintendent, about access to their unused emergency paid sick leave. I have discussed this with Mrs. Maxwell, Clerk of Courts, and she is sure that her Finance staff can run a report to determine which employees have available emergency paid sick leave, what I didn't discuss with Mrs. Maxwell is the potential cost for paying this leave. How would the Board like to proceed on this matter? Board discussion and direction.

Mrs. Griffith said about 1/3 of the county staff have used their time so it would apply to about 2/3 of the county employees. Commissioner Lockley said he didn't think it would be fair to extend to the county employees without extending to the constitutional offices. Mrs. Griffith said there really isn't a budget impact per se, it is more of an impact to productivity. Commissioner Parrish asked how this was paid for. Mr. Moron said it is an indirect cost because it will just be unproductive time. Commissioner Ward said you are basically getting paid; it is additional sick leave. Mr. Moron

said now the employees are having to use their own sick leave. Mrs. Griffith said you don't really want to issue the 10 days to their balance because everyone may or may not need it. Mr. Moron said to be clear this is just for employees who haven't already used their Covid time. **Commissioner Ward made a motion to extend the policy to an indefinite date. Seconded by Commissioner Lockley.**

Commissioner Ward amended her motion to include extending the opportunity for constitutional offices. Seconded by Commissioner Lockley.

Mr. Davis asked if this leave included new employees. Mr. Moron said he was not sure if they were hired after March 31st. Chairman Jones recommended addressing this with the labor attorney. Attorney Shuler said he isn't sure why the policy wouldn't apply. He recommended passing the policy and following up with the labor attorney. Mr. Moron suggested adding a sunset period for new employees. Mrs. Griffith said we may want to revisit because if not the leave will go on forever.

Motion carried 4-0.

8. Solid Waste Director – Fonda Davis Informational Items:

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

Mr. Davis said they are working some overtime due to debris from Fred. They have one employee who is out with Covid. He said he appreciates everything the Board is doing to get the pay scale up. Commissioner Ward asked Mr. Moron about an animal control issue on Wilderness Road. Mr. Davis said he could provide some additional patrol in that area.

9. Emergency Management Director – Pam Brownell Action Item:

- a. Request the Board retroact the Chairman's Signature on the LSE Dated 08/12/21 for Tropical Depression Fred.

On a motion by Commissioner Parrish, seconded by Commissioner Ward, and by a unanimous vote of the Board present, to retroactively approve the Chairman's signature on the LSE dated 8/12/21 for Tropical Depression Fred. Motion carried 4-0.

Commissioner Ward extended her appreciation for all the Emergency Management staff do to keep the public informed and safe.

Informational Items:

- b. EOC Staff worked Tropical Depression Fred.
- c. EOC staff attended the FEPA Mid-year Training and workshop in Crystal River from 08/01/2021-08/06/2021
- d. EOC staff continue to update plans and contracts for Franklin County.
- e. 08/12/21 EOC Staff completed the Desktop Review with FDEM for EMPA, EMPG, & EMPG-S grants.
- f. 08/13/21 Regional Hospital, EM, and CHD Coordination Call.

- g. 08/12/21 EOC Staff completed IPAWS Required monthly testing.
- h. 08/14/21-08/15/21 and 08/21/21-08/22/21 EOC offered a CERT (Community Emergency Response Team) Training here at the EOC.
- i. EOC Staff continue to update our Kiosk located throughout Franklin County with COVID Information along with Preparedness information for the storm.

KIOSK LOCATIONS:

Carrabelle – Franklin County Courthouse Carrabelle Annex Carrabelle Chamber of Commerce

Eastpoint – Carquest

Apalachicola – Franklin County Emergency Management Apalachicola Chamber of Commerce

Apalachicola Post Office

10. Extension Office Director – Erik Lovstrand Informational Items:

General Extension Activities:

- a. During this period, the Extension office assisted citizens on topics of focus disease, ants swarming, invasive weeds, spider mite treatment options, and more.
- b. Extension Director participated in a webinar training about the invasive carrotwood tree.
- c. Extension Director assisted with the Apalachicola NERR’s 5-year evaluation process.
- d. Extension Director participated in two days of promotion/permanent status workshops to evaluate District Extension faculty who are submitting a promotion packet this year.

Sea Grant Extension:

- e. Extension Director working with State Shellfish Specialist and other faculty to host an in-service training for county extension faculty on the topic of the off-bottom oyster aquaculture industry.

4-H Youth Development:

- f. Extension Director met with District III 4-H Agents to plan for coming year and to prepare for the upcoming North Florida Fair.

Family and Consumer Sciences:

- g. Family Nutrition Program assistant continues providing nutrition programing in local schools and is assisting with training activities for the newly hired Gulf County FNP staff. Agriculture/Home Horticulture:

- h. Franklin County Master Gardeners are meeting monthly now and hosting weekly plant clinics at the Extension office on Wednesdays from 10-noon to answer questions for walk-in visitors on gardening and home horticulture issues. Plant clinics are also being scheduled for local libraries.

11. Building Official – Steve Paterson

Mr. Paterson updated the Board on the revision to the Building Department Fee Schedule. Chairman Jones said that we need to make sure that all the changes we are making are conveyed to every employee.

On a motion by Commissioner Parrish, seconded by Commissioner Lockley, to approve an amendment to the resolution for permit fees.

Commissioner Lockley confirmed with Mr. Patterson that this is for the county only and not the cities. Commissioner Boldt said he thinks that lowering the demolition fee to zero is excellent but that the homeowner will still be required to pay the tipping fee.

Motion carried 4-0.

**RESOLUTION
BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, FLORIDA**

BUILDING DEPARTMENT FEE SCHEDULE

RESIDENTIAL AND COMMERCIAL: ALL NEW CONSTRUCTION BASED ON VALUATION, DETERMINED BY GROUP AND TYPE OF CONSTRUCTION PER ICC'S CURRENT VALUATION DATA TABLE. REGIONAL MODIFIED INCLUDED TO BE CALCULATED ANNUALLY.

A RESOLUTION OF THE FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS, AMENDING THE FEE SCHEDULED FOR DEVELOPMENT PERMITS AS FOLLOWS:

SCHEDULE OF FEES:

MOBILE HOMES	\$125.00 SINGLE WIDE
	\$250.00 DOUBLE WIDE
	\$375.00 TRIPLE WIDE
MOVING OF BUILDINGS	\$500.00
DEMOLITION OF BUILDINGS OR STRUCTURES	NO CHARGE
SITE PREP PERMITS	\$100.00
ELECTRICAL UPGRADE PERMITS	\$100.00
OPEN POLE BARNs AND PREFABRICATED SHEDS	\$100.00
(RESIDENTIAL ONLY)	
SUPPLEMENTAL PERMITS	\$200.00 FLAT FEE COVERS ALL SUPPLEMENTALS
(TEMP POWER POLE, ELECTRICAL, OLUMBING, HVAC, ROOFING)	
PRIVATE PROVIDER PERMITS WILL RECEIVE A 30% DISCOUNT.	

PERMIT FEES NOT EXPLICITLY LISTED ABOVE SHALL BE BASED ON CONTRACT COST. A COPY OF CONTRACT/PROPOSAL REQUIRED WITH PERMIT APPLICATION.

FEES SHALL BE DOUBLED WHEN WORK IS STARTED PRIOR TO OBTAINING A PERMIT. THE PAYMENT OF SUCH DOUBLE FEE DOES NOT RELIEVE ANY PERSON FROM FULLY COMPLYING WITH THE REQUIREMENTS OF FRANKLIN COUNTY OR THE FLORIDA BUILDING CODE.

THIS RESOLUTION ESD ADOPTED THIS 24TH DAY OF AUGUST 2021 BY THE FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS.

The Board recessed at 10:05 am and reconvened at 10:15 am.

Other Reports

12. Interim Airport Manager – Ted Mosteller

- a) FYI: Our Airport Manager committee has been meeting and Erin has a report for you.
- b) FYI: Concerning the Obstruction Clearance Project (Tree/Vegetation eradication)— which I deem high priority—because of deficiencies listed from the last Airport Licensing Inspection—and deemed a safety issue. As I had reported some weeks back--I had consulted with several contractors (Loggers/Mulchers/Chippers, etc.) who led me to believe that \$150,000 would be an adequate amount— however after recently consulting with John Collins, he informs me that to do the job adequately, that the figure could be up to \$5,000 per acre. Concerned--I then consulted with Quinton Williams (FDOT) to consider more funding. He/we decided on \$450,000—which even may not be adequate—however we should be able to get most of it done—especially the priority deficiencies cited in the airport inspection. The density and type of vegetation of each acre will determine that cost per acre—some will just need mulching while other areas will require logging and bulldozer/excavator. I called John to re-arrange the funds in the grant—to request of FDOT the re-arrangement. I am informed that the grant total is for \$1,550,000 and is purposed for drainage. As we have already re-purposed--\$1,300,000 for drainage, \$150,000 for obstruction clearance and \$100,000 for the generator.

The revised re-purpose would be \$1,000,000 for the drainage, \$450,000 for obstruction clearance and \$100,000 for the generator. I'm led to believe--this re-purposing should be more than adequate for the immediate drainage issue on the West Ramp.

Note: I also understand there is another large grant in next year's FDOT program for drainage.

Note: Next year's FDOT program includes \$600,000 for drainage and \$800,000 for pavement rehabilitation.

In consulting with contractors—I had asked for complete clearing—to the condition that it could be bush hogged/mowed—however the stumps would be cut to the ground level and left in place—knowing that sometime in the future—they would rot, and the holes would have to be filled in. I have reconsidered and John has agreed that the stumps should be removed now. Probably the best way is to push the trees over—stump and all —then saw up, mulch or chip and completely remove the debris from the airport. One contractor I consulted would chip and salvage the product and manufacture pellets for fuel to power a power plant, etc. John informed me that mulching in place and leaving the product on the airport is not advisable.

Request to proceed with an RFP for Obstruction clearance.

Mr. Mosteller revert to the \$150k discussed at the last meeting. Chairman Jones asked for clarification. Mr. Moron recommended the Board focus on the design of the drainage system with \$750k, obstruction removal with \$150k and airfield vault replacement with \$100k. Commissioner Lockley said that we need the drainage out there working properly or its going to flood the whole area, airport, and all.

Chairman Jones said the Board has asked to set aside \$150k to start cleaning the vegetation, and the rest to use for drainage. Mr. Moron said there is also \$100k set aside for generator, Chairman Jones said we need to take care of the issues that we have the money to do now. He said he is good with us acting and clearing the RPZs. Chairman Jones said he would like for us to take a both approach and not an either or.

Commissioner Lockley asked if they had to do a study to remove the water. Chairman Jones said like what we are doing on the island, they are trying to address the drainage issues, design study for where the improvements are needed. Mr. John Collins with AVCON said there is a very high-level study confirming if this is an airport problem or not. Is the runoff from the airport going onto private property? We can put together an analysis with options and costs. It is possible that the drains are stopped up. There is a large open area that doesn't have any swells on the south edge of the southland property. It is possible that water is coming from this area and onto southland. Once we receive the study, we can present to you some options on how to proceed to fix those problems.

Commissioner Parrish the \$750k will not all go into a study and design, some of the funds will be used to alleviate the problem. Everyone must understand that the airport is at a higher elevation, without proper drainage. We're not going to eat up all the money on study and design, there will be money left over to move forward to resolve some of the issues. Mr. Collins said a very small % will be used for the design. The original drainage scope of work has been designed this will be a special piece that we are adding to it. Mr. Collins confirmed that most of the \$750k will go towards correcting the drainage issue.

Commissioner Parrish asked if AVCON applied for all the FDOT grants. Mr. Collins said yes, it was a joint effort with county staff. Commissioner Parrish said he would like for their firm to be in on the decision to make changes when we are asking for repurposing the funds. The firm should be consulted and provide the Board a recommendation. Mr. Collins explained that when we apply for FDOT funding we apply for five years out. So, in March 2021 we apply for funds five years out. We provide two or three projects to DOT and rank the projects, then they select what they want. Things change on airports all the time. You may have a tenant come that you must accommodate. The FDOT are very flexible with us and know that things change all the time. The money sits in the five-year program. In July is when the grant is issued. We start working with the county about six months before the funding is available to make sure that we still want to do the projects originally. That is when we really start focusing on what is priority to spend money on. We are involved and work with the county to make sure the grant money is reasonable for the projects we want to accomplish. Just like the roof, we didn't know it was a need five years ago. But now it needs to be replaced.

Commissioner Lockley asked how many runways we were working with. Mr. Collins said there were three runways. The main runway is 1432 it is about 5500 feet. The secondary is 624 and third is 1836. 1836 is fully operational. All the runways need tree removal. Mr. Collins said he believed the \$150k would allow for all runway protection zones to be cleared. Caveat 1836 on the north end of it there is about 45-50 trees on private property that we will not be able to clear unless we get permission from private landowners. From our experience this is not a process airports want to take on.

Chairman Jones said there are other areas in the county that we have mentioned about cutting trees. It may be something that the county could coordinate and get even more bang for our buck. Mr. Moron asked Mr. Collins if we want to do more tree clearing, can the county put out a full bid and then determine what funds are paid from what grant. Mr. Collins said that we can check into it, but it can get messy. FDOT concerned that it may impact the pricing they are getting to do repairs to the airport. Mr. Moron asked for clarification what was needed for the record.

Mr. Collins said if the Board could vote to allow the Chairman to sign the revised resolution to send to FDOT to change the work program, because as of now the full one million is designated for stormwater and drainage improvements.

On a motion by Commissioner Parrish, seconded by Commissioner Lockley, to approve an amendment to the resolution authorizing the Apalachicola Regional Airport Manager to coordinate with the Florida Department of Transportation (FDOT) to change the project name as further described in resolution below.

Chairman Jones said he would like to put on the record that he was in no way trying to direct the rest of the Board on what amounts we were trying to do.

Motion carried 4-0.

RESOLUTION

BOARD OF COUNTY COMMISSIONERS

FRANKLIN COUNTY, FLORIDA

A RESOLUTION AUTHORIZING THE APALACHICOLA REGIONAL AIRPORT MANAGER TO COORDINATE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TO CHANGE THE PROJECT NAME FOR FDOT NUMBER 4160477 FROM:

“Stormwater and Drainage Improvements” (\$1,000,000)

TO:

“Design and Construction of Stormwater and Drainage Improvements” (\$750,000)

“Design and Construction of Obstruction Removal” (\$150,000)

“Design and Construction of Airfield Vault Replacement” (\$100,000)

AND REVISE THE PROJECT DESCRIPTION AND JUSTIFICATION ACCORDINGLY.

WHEREAS Franklin County owns and operates the Apalachicola Regional Airport which serves the Franklin County regional area.

NOW, THEREFORE, BE IT RESOLVED BY THE FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS, THAT THE WORK SPECIFIED IN THE REVISED PROJECT NAMES AND DESCRIPTIONS IS SANCTIONED AND THE APALACHICOLA REGIONAL AIRPORT MANAGER IS HEREBY AUTHORIZED TO COORDINATE THE PUBLIC TRANSPORTATION GRANT AGREEMENT (PTGA) WITH THE FDOT AND PROVIDE THE AGREEMENT TO THE FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS FOR SIGNATURE.

This Resolution adopted in open regular meeting of the Franklin County Board of County Commissioners this 24th day of August 2021.

c) FYI: John informs that funding in the fuel farm is tight—that while the mo-gas will be part of the self-serve credit card reader, etc. that there are not adequate funds for the mo-gas tank and associated dispenser nozzle and reel/hose system—which will be a third fuel choice. While space will be made available—and mo-gas equipment can be added later—it would be prudent to include this equipment during the construction of the new fuel farm.

Note: Currently, owners of aircraft that require mo-gas must carry fuel onto the airport in cans from the local gas station that sells it. Mo-gas refers to motor gas, slang for gasoline used by aviators to distinguish from avgas (aviation gasoline) --the premium no lead/no ethanol gas (white gas) that some gas stations sell for your boat/small engine and vehicles that require it, etc.

d) John is here to update you on Projects and answer your questions.

e) FYI: The roof repairs done to the FBO hanger/office done on 08/02/21 did stop the leak into the FBO front office as I reported the FBO reported last meeting—however a subsequent rain proved that we still have a problem—the roofer missed at least two other leaks. More repairs were done Monday 8/9/21. The next rain should reveal if they were successful.

Note: Hold the Press--Thursday afternoon--we just had a rainstorm and the FBO reports no leaks—also no leaks from the storm.

f) FYI: Sewer lift station: Arrangements have finally been made with Johnny Varner Plumbing for a pumper/tanker truck and repair/replacement of the sewage lift pump— scheduled for Thursday 8/12/21— will report the results Tuesday.

I am happy to report that the pump has finally been replaced and working on an extension cord plugged into the EOC—as of noon Thursday. The breaker in the hangar appears to be defective. Randall Terry reports that he is unable to reset. I have already replaced the GFCI—a second time. The line checks not shorted.

I have called Mike Cates to arrange repair of the electric—scheduled for tomorrow—Friday.

Note: The replacement pump is a 1 hp grinder pump. Cates Electric replaced the defective breaker located in the Randy Randolph hanger and the station is now working. There are a few follow-up details yet to be resolved/addressed (vent stack and cover broken).

Thursday (8/19/21) morning--I found the new pump not working. The breaker was blown. Johnny pulled the pump and found some sort of cloth material entangled in the grinder impeller—stalling the motor—thus overloading and blowing the breaker. After un-tangling the impeller—Johnny re-installed the pump—and all is well again with the pump.

Note: Now that the 60 x 60 hanger pump is working—the next pump in line has been found (8/15/21) to not be working—which feeds direct to the city. The Randall Terry hanger also feeds this station in a “Y” configuration. This is a larger 240-volt grinder pump. Johnny Varner Plumbing made arrangements for the (Collins) pumper truck and has scheduled for Thursday August 19th to replace the pump—this was successfully accomplished.

Now--Concerning the electrical—while currently barely working--is in a deplorable unsafe condition. I have arranged with Mike Cates Electric for replacement of the rusted out disconnect box—and electrical up-grading.

This electrical service also feeds the entrance electric gate to the EOC.

This electric service is not on the generator circuit—thus Monday during the storm and the Duke Energy electrical outage—the gate was inoperable--therefore I'm looking into re-arranging the electrical to feed this system also from the EOC generator circuit— which has abundant capacity.

Note: During the storm when the 3-phase commercial power was single phasing and was eventually out completely—the EOC generator failed. That's when Jennifer called me. I reset the generator control panel (over crank cut-out alarm) and after several attempts--started the generator manually. The generator successfully ran for the remainder of the 8-to-9-hour power outage and automatically shut off when the commercial power was restored. The generator started normally on Thursday (8/19/21). Ring Power is checking into this situation.

Note: During the storm—I discovered that the roof over the EOC electrical service main panel is leaking (pouring in) onto the panel--again—not good. This has been an ongoing problem over the years--the roof around the stack has been patched numerous times. The electrical service vault equipment is in the old generator building—with a thru-the-roof stack--and is in unsafe/deplorable condition. I was leery about touching any of the electrical equipment (main breaker/distribution panel/generator transfer switch/battery charger/ice machine/washer/dryers and miscellaneous receptacles/switches, etc.) in the room. Everything was wet part of the ceiling is collapsing. Also contributing to the situation was the door had blown open.

On Thursday afternoon (8/19/21) I asked Mike for suggestions on updating and making the equipment safe. He was to consult with Duke Energy Engineering. As of this report-- Thursday evening—I haven't heard back from Mike yet—however his initial suggestion is to update--replace the old CT (current transformer) type 400 Amp service installed by NOAA in the 70's/80's? with a new modern standard weather tight meter box on the outside of the building and a new 400 Amp main breaker service panel thru-the-wall on the inside. Of course, the flat roof will have to be repaired (cover the stack hole, etc.).

Request to proceed with this emergency up-date/repair of the EOC electrical service and roof repair.

Mrs. Griffith asked if this is the building next to the EOC. Mr. Mosteller said it is the building next to the main building. Mrs. Griffith asked if it serviced any airport functions. Mr. Mosteller said no, it powers the sewage pump. Chairman Jones said to do the emergency repairs it would have to be under \$10k for us to do without going out for bids. Mr. Moron are we still bound by the \$10k since this is an emergency. Commissioner Parrish said that if the box is put on the outside with a weatherproof box, and the roof is repaired it should fair fine. Not sure where we are in building new EOC, but we must take that into account when spending funds for repairs. Mr. Mosteller said the roof structure is approximately 12x24 feet. Mrs. Griffith said we will need quotes on the roof repairs.

Attorney Shuler they will be two separate bids and two \$10K caps. The electrical is clearly an emergency however it is under the \$10k cap. Mr. Mosteller will acquire bids for the roof repairs and provide those back to the board for consideration. Attorney Shuler said the Board could authorize Mr. Moron to work with Mr. Mosteller on the roof repairs and authorize up to \$10k for the repairs.

Chairman Jones asked if the Board wanted to approve the electrical repair and the roof repairs up to \$10k or just approve the electrical repair and wait for bids on the roof.

On a motion by Commissioner Ward, seconded by Commissioner Parrish to proceed with the emergency repair of the electrical. Motion carried 4-0.

g) FYI: vault generator: As of Tuesday 8/10/21, Ring Power is still waiting on parts delivery for the generator. Matt Taylor informs that they will schedule repair of the control panel as soon as the parts come in.

In the meantime—as of Thursday--I can still manually start and run the generator without having to prime the injector pump. I also showed Jay how—in case of an emergency and I'm not immediately available.

Note: During the commercial power outage Monday (8/16/21)—after I was able to stabilize the EOC electrical--I proceeded to manually crank and run the vault generator until the power was restored. The power was out for some 8 to 9 hours during the storm

—T S Fred. (This was the longest of some three power outages in the last two and one-half months.)

Update Note: Clint (Ring Power technician) informed me Thursday (8/19/21) that he is scheduling repair of the generator control panel and servicing for next week--mid-week.

h) The FBO (Jay) reports that the 20' Bat-Wing mower needs repair and should be replaced. I consulted with Matt Cobb (John Deere—Ag-pro) and for budgetary pricing the cost would be approximately up to \$27,000.

Matt informed me that Ag-pro may have one in stock in Valdosta.

It would be purchased on the state bid contract.

Request to proceed with the purchase of a new 20' Bat-Wing mower implement. Note: Erin reports that there are funds in the airport account to cover this purchase. You can almost see the grass growing. I suggest that after/if the new mower is purchased that the old worn-out mower be refurbished for a spare.

FYI: Jay also reports that the older standby tractor (JD 5520) needs work—that it has very little power. — I will add it to the list.

Commissioner Ward, Commissioner Lockley to purchase tractor 4-0

i) FYI: To reiterate: Some issues currently listed:

Airport Manager Duties, etc. report. Update. Flight Obstruction Clearance.

Fuel Farm, Mogas, etc. EOC

Prospective list in excess of 12 waiting for T hangars. Prospective tenant for a box hangar.

Review of leases—(FDOT) including revenue flow and use of facilities. Equipment inventory (including repair and maintenance) (JD 5520) Shelter for airport equipment.

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

NDB

Security Plan

Master Plan

Apron rehabilitation

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

13. AVCON – John Collins

Mr. Collins will update the Board on current Airport grants and other Airport matters.

Mr. Collins gave a brief update on the projects going on at the airport. He reported that the 6/24 lighting project should be completed by the end of September. There is about \$1.3 million available to rehabilitate the apron. The complete rehabilitation project will cost around \$10 million and will be a multi-year project with funding from FAA and FDOT. We are putting together a rehabilitation for your review and to submit with grant. The fuel farm replacement is going well. We plan to have the design documents ready by end of September on the new fuel farm. The existing system is quite rusty and in need of replacement. Mr. Collins said that they are very close to presenting the airport layout documents. We plan to present to the Board in the next few weeks. It will show a future 8K feet runway should the board decide to go in that direction. We will show what it will take to get to 8k feet to accommodate cargo operations. The third runway is going to be open long term. There is no intention in closing it as determined by the board at a past meeting.

Chairman Jones asked if it becomes time to length the runway for cargo freight, not international, it will require some thickening of the runway for weight. Mr. Collins said we would need to strengthen runway or create a new cargo apron exclusively for the cargo operations. We would present those options to you.

Chairman Jones as we are looking at drainage issues, is there a way to look at doing so kind of drainage as far as ponds. Mr. Collins said yes stormwater ponds are typical in airports. The FAA requires that you make these dry ponds. The newest pond that was created in 2012 was a wet pond.

Commissioner Lockley asked if he knew of any companies that would come into the airport to provide jobs. Mr. Collins said typically companies will contact the economic counsel or counties to let them know that they are wanting to relocate. Mr. Collins said if they become aware of any opportunities, they would let the board know. There is room ready for them. Currently, not aware of any specific companies that are looking to relocate currently.

Mr. Moron said that Commissioner Ward sits on the Opportunity Florida board. She has met with them, and we will discuss later in the meeting.

Mr. Moron said the problem we are waiting with the EOC is a state issue. They must tell us where we can put it based on the storm surge zone that we are in. Can we appraise all the property that we can use at the airport? We need to know what exactly we are going to have to pay for the EOC to stay at the airport. Mr. Moron said he would prefer that we use one blanket appraisal. If we could provide evidence to the state that having the EOC at the airport provides some type of service, then maybe we can get it waived.

Chairman Jones said that is not going to alleviate putting some 12-14 feet in the air. Mr. Moron said that we are still working with the state on how high we must build it.

Commissioner Parrish said the airport is higher than most surrounding lands around it. Some of the property is 12 feet above sea level and some is 8 feet above sea level. Commissioner Parrish said he would rather look at the exact property we were considering putting it, have that particular property appraised. He gave some advantages of having the EOC at airport. Flying in emergency supplies, having Duke Energy staging area there. Mrs. Griffith said we need to have a square footage price.

Mr. Mosteller said there is a study that exists, and he will review. There is a possible opportunity that looks promising, it will employ some people.

Chairman Jones let's look at the airport but if we are not going to be able to put it there, let's move on and find somewhere to put it.

Mr. Moron asked the board for a motion to allow me to get an appraisal and ask Mr. Collins to check with FAA to see if we can get a waiver. The appraisal would be useful for future leases.

Attorney Shuler said why don't you just talk to some realtors about square footage of commercial properties in downtown Apalachicola unless FAA some regulations on how to determine value. Mr. Collins said that FAA does have specific regulations and it is extensive. Mr. Collins suggested contacting FAA and go from there.

On a motion by Commissioner Parrish, seconded by Commissioner Ward and Commissioner Lockley, and by unanimous vote of the Board present, the Board authorized Mr. Moron to move forward with obtaining an appraisal of the airport property to determine fair market value. Motion carried 4-0.

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

a. BOARD ACTION: Approval of Airport Manager Job Description

At the June 1st, 2021, meeting, upon news of the resignation of Jason Puckett the BOCC appointed Mr. Ted Mosteller as the interim Airport Manager through September 30th to give staff time to develop an accurate job description for the contract position. The proposed job description is attached. The amount available for a contractual agreement for airport manager services will be \$30,000 and as this will be for professional services, the advertisement will be a request for qualifications. Once proposals are submitted by interested parties and opened at a public meeting, the Board will then release the proposals to a review committee which will rank the proposers based upon qualifications and upon confirmation by the BOCC, staff will then proceed with negotiations with the highest ranked proposer.

Board action to approve the attached Job Description and authorize staff to proceed with advertising the request for qualifications.

Commissioner Lockley said that he believes they should be on site. Chairman Jones noted that the pay has increased from \$18k to \$30k. Commissioner Boldt said that he agrees with Commissioner Lockley and that you can see that now that there is someone on site.

Mrs. Griffith said the 100-mile radius was included so that someone can easily respond. Commissioner Ward said her only concern is the requirement for a pilot. She said that this requirement may take good applicants out of the pool. Mr. Moron asked if Commissioner Ward wanted to make that an option. Commissioner Ward said yes. that she would like to remove this requirement. She does not want that to be

a reason why you would not hire someone. Commissioner Parrish pointed out a sentence says that you must be using the airport facilities. Mrs. Griffith said the job description was from another state and all options are up for discussion. Mr. Moron asked if the Board would you be okay with them being onsite two-three days as part of the negotiations. Commissioner Parrish said we are kind of spelling out that you must have the experience or training in aviation. Commissioner Parrish said the time could be a win or a loss, if you give them the option to be here one day a week that is what they are going to do. Commissioner Lockley said he doesn't see where you need the college degree. Mr. Moron said if they don't have the experience then the college degree would fall into play. Mr. Moron said let's run the ad and see where we are at. Commissioner Ward said everything is negotiable.

Commissioner Ward made a motion to approve the job description removing the pilot license requirement and user of the airport requirement and authorizing staff to proceed with advertising the request for qualifications, seconded by Commissioner Parrish. Motion carried 4-0.

The Board recessed at 11:38 am. and reconvened at 11:43 pm.

14. CDBG Administrator – Deborah Belcher Action Item:

a. The County may apply again for CDBG Disaster Recovery funding for Hurricane Michael in Round 2 of the General Infrastructure program component. Applications are due to DEO September 17, 2021. In Round 1, the County submitted an application for beach/dune restoration on Saint George Island. It is not likely that the application would be approved in Round 2 due to the fact that the project is not one that primarily benefits low/moderate income people. However, I am willing to do the work again if the Board so directs. We could now claim 5 points for leveraging federal funds if we count the County's contract with MRD to do the Saint George Island study/design. The Board must decide whether to pursue the application. Another public hearing on the grant application will be required prior to the application submission.

Commissioner Parrish made a motion to not proceed with the CDBG Disaster Recovery funding for Hurricane Michael application.

Commissioner Parrish congratulated Ms. Belcher on her semi-retirement. Ms. Belcher said it has been a pleasure working with the county over the past few decades. Commissioner Lockley inquired about low to moderate income. Ms. Belcher explained the CDBG guidelines for low to moderate income. Commissioner Lockley asked about roads and ditches, Ms. Belcher said that we talked about those but there weren't any that had not been filed through FEMA. Mr. Moron said we would have to find a road that was destroyed by Hurricane Michael that hasn't been repaired through FEMA funds that is in a low to moderate income region. They want you to be able to prove damage. Mr. Moron said there were a couple of roads in Eastpoint. Commissioner Ward said she isn't aware of any roads that would fall under these qualifications. Commissioner Ward asked if some of the funds could be used for removing dilapidated buildings. Ms. Belcher said not with this project. The hometown revitalization project may have covered this however the board chose not to pursue this project.

Commissioner Ward seconded the motion. Motion carried 4-0.

Chairman Jones said that he still contends that the way they configure low to moderate income in the county is completely skewed, when 99% of our population makes below \$25,000. Chairman Jones thanked Ms. Belcher for her many years of service to the county. Commissioner Lockley told Ms. Belcher to enjoy her retirement and Commissioner Boldt gave his congratulations.

Informational Items:

b. On July 1, 2021, DEO issued the Administrative Closeout letter to the County for the Eastpoint Wildfire CDBG project. The County will now be eligible to apply for Small Cities CDBG funds in the next application cycle. The cycle has not been announced.

c. I am starting the process of “semi-retiring”. That means I will not be doing any more housing grants or other new projects that will take a lot of my time or require much travel.

Planning and Zoning Adjustment Report

15. Variance Requests

a. 355 Bruce Street

Consideration of a request for a variance to construct a house (footprint 1458 Sq feet) 18' into the Critical Habitat Zone setback and 3' into the front setback.

Property is described as 355 Bruce Street, Block 57, Lot 1, Unit 5, St. George Island, Franklin County, Florida. Request submitted by Billy G. Blackburn, Applicant. Board recommended denial of request.

Chairman Jones asked if the pictures the Board was looking at are a true representation of the property specifically page 7. It appears like there is whole lot more county owned land there than really is. Do we have any idea how many feet we have where the county owns up to the property? The two adjoining property owners-built sea walls before he bought it and the county never constructed a seawall. The county has allowed the property to erode over time. Mrs. Bankston said the issue was exceeding the 1000 square feet maximum which would be in a critical habitat zone. Chairman Jones asked if they must meet the 1000 square feet minimum and 1000 square feet maximum. Mrs. Bankston explained that 1000 maximum is footprint when you are encroaching into the critical habitat zone. If you are not encroaching into the critical habitat zone, the minimum is 1000 square feet heated and cooled, and they can have 500 square feet on first floor and 500 square feet on top floor. If they are encroaching into the critical habitat zone, they must have 1000 square feet maximum footprint. The 1000 feet footprint maximum only applies when you are encroaching in the critical habitat zone.

Attorney Shuler said the county adopted the 1000 square feet maximum footprint for encroachments into the critical habitat zone in 2003 or 2004. He said what lead to the adoption of the policy was that there had been a yearlong buildup during one of the real estate cycles where people were building huge houses on marginal lots in critical habitat zone. The default is that you don't build anything in the critical habitat zone. The board adopted the policy to balance not being sued in telling people they couldn't build on their property and being consistent in R-1 zoning designation where you have a 1000 square feet minimum footprint of heating and cooled space. Commissioner Parrish said there were issues with people purchasing properties that were not buildable and then requesting variance to build. He said that the applicant was asking for 1458 square feet and not the allowable 1000 square feet.

Chairman Jones said the erosion issue was at no fault of the owners. He said he would like to see the Blackburn's be able to build their house. He said that we need to address the erosion in between those two lots and not let it get any worse than it is.

Mrs. Bankston noted that Mr. Curenton had a discussion with the property owner. Mr. Curenton told him that if he would reduce the square footage to 1000 the board would be more likely to approve it.

On a motion by Commissioner Lockley, seconded by Commissioner Parrish, and by a unanimous vote of the Board present, to deny the request for a variance to construct a house (footprint 1458 Sq feet) 18' into the Critical Habitat Zone setback and 3' into the front setback.

Chairman Jones said he supports the applicant but does realize that we have a rule in place.

Motion carried 4-0.

Commissioner Boldt voted nae. However, his vote was not counted as he is attending by Zoom only.

b. 219 West Gorrie Drive

Consideration of a request for a variance to construct a 15' x 50' Storage Building 5.5 feet into the 10-foot left and right-side setbacks. Property is described as 219 West Gorrie, West Block 9, Lot 11, Unit 1, St. George Island, Franklin County, Florida. Request submitted by Calvin Dunn, agent for Gary Rhinehart, applicant. Board recommended approval of request.

Mr. Calvin Dunn said that he is now the owner. Chairman Jones asked if there was an issue with the ownership being different from the application. Attorney Shuler said he didn't see any issue with the Board proceeding with the request as is. If approved, the variance would run with the land and would benefit the future owners. Attorney Shuler recommends the Board move forward with approving or denying the request.

On a motion by Commissioner Ward, seconded by Commissioner Parrish, and by a unanimous vote of the Board present, the Board approved the request for a variance to construct a 15' x 50' Storage Building 5.5 feet into the 10-foot left and right-side setbacks. Property is described as 219 West Gorrie, West Block 9, Lot 11, Unit 1, St. George Island, Franklin County, Florida. Motion carried 4-0.

16. Critical Shoreline Applications

a. 1490 Alligator Drive

Consideration of a request to construct a 350'x4' Single Family Dock with a 26'x6' Terminus Platform and a 40'x14' Covered Boat Lift. Property is described as Block L, Unit 2, Lot 4 Penn Point, Alligator Point, Franklin County, Florida. Request submitted by Garlick Environmental Associates, Agent for Jay Briland, applicant.

Proposed request will be contingent upon State and Federal Permits. Board recommended approval contingent upon State and Federal Permits BOARD ACTION: Approve, Table, or Deny

On a motion by Commissioner Parrish, seconded by Commissioner Lockley, and by a unanimous vote of the Board present, the Board approved a request to construct a 350'x4' Single Family Dock with a 26'x6' Terminus Platform and a 40'x14' Covered Boat Lift. Property is described as Block L, Unit 2, Lot 4 Penn Point, Alligator Point, Franklin County, Florida, contingent upon State and Federal Permits. Motion carried 4-0.

17. Re-Zoning & Land Use Change Applications

a. 780 Hickory Hammock Road

Consideration of a request for Public Hearing to re-zone a 38.54-acre parcel lying in Section 25, Township 6 South, Range 4 West, property address described as 780 Hickory Hammock Road, Carrabelle, Franklin County, Florida from A-2 Forestry Agriculture to R-6 Rural Residential District. Request submitted by Wanda Rose, agent for Al Byrne and Mary Lynn Mathre, applicants. Board recommended approval of request.

On a motion by Commissioner Lockley, seconded by Commissioner Ward, and by a unanimous vote of the Board present, the Board approved a request for Public Hearing to re-zone a 38.54-acre parcel lying in Section 25, Township 6 South, Range 4 West, property address described as 780 Hickory Hammock Road, Carrabelle, Franklin County, Florida from A-2 Forestry Agriculture to R-6 Rural Residential District.

Chairman Jones asked if this request was like what was being sought previously from other property owners on Hwy 67, to change from agriculture to other use. Commissioner Parrish confirmed that R-6 zoning is one home per 10 acres. Commissioner Parrish said this request is a little different than what was brought before. Mrs. Bankston said yes, the previous request was from R-7.

Motion carried 4-0.

RFP/RFQ/Bid Opening

18. Request for Qualifications - Architect for Fort Coombs Armory

The Franklin County Board of County Commissioners is seeking architectural services relating to the renovation of the Fort Coombs Armory and Convention Center, 66 4th Street, Apalachicola, Florida. Franklin County is interested in hiring an individual or firm to design and oversee the renovations to the building, which will include completing the design and installation of a fire sprinkler system. The architect should have experience in renovating historic buildings. The architect shall be licensed to practice in the State of Florida.

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

1. Barnett Fronczak Barlowe & Shuler Architects, Tallahassee
2. Gilchrist Ross Crowe Architects, Tallahassee
3. TLC Engineering Solutions, Melbourne

Mr. Curenton, Mr. Patterson, and Mrs. Griffith will serve on the selection committee.

On a motion by Commissioner Lockley, seconded by Commissioner Parrish, the Board approved sending the RFQs for Architect for Fort Coombs Armory to the selection committee for a recommendation. Motion carried 4-0.

19. Notice to Receive Sealed Bids - CR 370/Alligator Drive Multi-Use Path Phase I The Franklin County Board of County Commissioners will receive sealed bids from any qualified person, company or corporation interested in constructing:

CR 370/ALLIGATOR DRIVE MULTI-USE PATH PHASE 1

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

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

1. Pigott Asphalt and Sitework, LLC, Crawfordville \$479,678.00
2. CWR Contracting Tall \$529,458.35
3. Roberts and Roberts Inc., Tall \$521,929.00
4. Capital Asphalt, Inc., Tall \$1,427,540.00

On a motion by Commissioner Ward, seconded by Commissioner Parrish, to approve sending the CR 370/Alligator Drive Multi-Use Path Phase I bids to Dewberry for review and recommendation. Motion carried 4-0.

County Staff & Attorney Reports

20. Fiscal Manager/Grants Coordinator – Erin Griffith Action Items

a. BOARD ACTION: Approval of Airport Manager Job Description

At the June 1st, 2021, meeting, upon news of the resignation of Jason Puckett the BOCC appointed Mr. Ted Mosteller as the interim Airport Manager through September 30th to give staff time to develop an accurate job description for the contract position. The proposed job description is attached. The amount available for a contractual agreement for airport manager services will be \$30,000 and as this will be for professional services, the advertisement will be a request for qualifications. Once proposals are submitted by interested parties and opened at a public meeting, the Board will then release the proposals to a review committee which will rank the proposers based upon qualifications and upon confirmation by the BOCC, staff will then proceed with negotiations with the highest ranked proposer.

Item addressed earlier in the meeting.

b. BOARD ACTION: 1st & Final Change Order, SGI Restrooms Project

This is the first and final change order for the SGI Restrooms Project for Storm Construction. The change order entails a \$2,500 reduction in the total cost of the project relative to the duct work being galvanized in lieu of plastic with the contractor providing an extended warranty concession of ten years and a change in the date for substantial completion from March 18, 2021, to April 20, 2021, due to delays in materials. All items that were on the architect's final inspection punch list have been completed and resolved. Once this change order is approved, the final pay request with the project retainage can be processed and released to the contractor.

On a motion by Commissioner Lockley, seconded by Commissioner Ward, to approve the attached first and final change order for the SGI Restrooms Project. Motion carried 4-0.

c. BOARD ACTION: Construction Notice of award, FEMA C30 East and West Washouts Project

Pigott Asphalt and Sitework, LLC was the lowest, responsive bidder for the FEMA C30 East and West Washouts Project with their bid of \$816,218.34. The original project cost estimate for this project was \$387,336.27. Franklin County requested a project amendment with the Bureau of Recovery as the total project cost was over two times the original cost estimate developed by FEMA. The Bureau of Recovery did not see any problem with proceeding with the project award so long as the project is completed as written and the county followed all bid policies and procedures.

On a motion by Commissioner Parrish, seconded by Commissioner Lockley, to approve and authorize the Chairman to sign the attached Notice of Award for Pigott Construction. Motion carried 4-0.

d. BOARD ACTION: FEMA C30A East Gulf Avenue Washouts Project Dewberry Task Order
Hurricane Michael damaged approximately 480' of existing rip rap and undermined sections of C30 Gulf Avenue going east out of Carrabelle. The FEMA estimated cost to repair is \$109,814.59 and the cost for hazard mitigation providing additional rip rap, rock lining, slope protection and filter fabric is estimated at \$108,165.00. This is the last outstanding large project remaining in the que for Hurricane Michael Repairs. Dewberry's cost proposal of \$36,220.00 for the survey, engineering design, bidding/contract award and CEI is within the FEMA cost curve for this type of construction project.

On a motion by Commissioner Ward, seconded by Commissioner Lockley, to approve and authorize the Chairman to sign the Dewberry Task Order #9 for the C30A East Gulf Avenue Washouts Project. Motion carried 4-0.

e. BOARD ACTION: Approval of Franklin County Tourist Development Council Museum Projects Grant Application and budget for 2021/2022.

At the August 5th, 2021, meeting of the Tourist Development Council, a DRAFT grant application and preliminary budget was approved for a \$100,000 Museum Projects Grant Program for fiscal year 21/22. Florida Statute 125 states that: TDC sales tax proceeds may be used to: acquire, construct, extend, enlarge, remodel, repair, improve, maintain, operate, or promote one or more: c. aquariums or museums that are publicly owned or operated by non-for-profit organizations and open to the public, within the boundaries of the county or sub county special taxing district in which the tax is levied. This special grant program will assist museums with large capital improvements and extraordinary repairs which will attract and promote tourism while preserving the heritage of the community. Applicants must meet all eligibility requirements and the maximum award per approved project will be up to \$25,000 in 21/22.

On a motion by Commissioner Ward, seconded by Commissioner Parrish, to approve the attached draft application for the Tourist Development Council Museum Projects Grant Application and proposed project budget for 21/22. Motion carried 4-0.

f. BOARD ACTION: 1st & Final Change Order, C30A Resurfacing Project

Attached is the 1st and final change order to close out the CR 30A resurfacing project from the Gulf County line to Thirteen Mile Road. This adds \$3,217.00 to the construction costs. The \$3,217 change order has already been reviewed and approved by the Florida Department of Transportation and staff recommends approval by the Board.

On a motion by Commissioner Lockley, seconded by Commissioner Parrish, to approve and authorize the Chairman to sign the 1st and final change order in the amount of \$3,217 to Roberts and Roberts for the CR30A Resurfacing Project. Motion carried 4-0.

g. BOARD ACTION: Approval of County Letter Introducing Vibration Monitoring

As part of the permit specifications for the Hurricane Michael repairs of Alligator Drive, the contractor was required to have a vibration monitoring plan in place. To comply with the permit, the monitoring plan as developed by contractor Anderson Columbia includes the placement of vibration monitoring devices on adjacent properties. It is in the best interest of the county to assist Anderson Columbia to ensure that the

project continues to move forward on schedule and to keep homeowners well-informed. There are approximately 17 homeowners who will receive the attached letter of introduction from the County with subject correspondence from Anderson Columbia regarding the vibration monitoring. Anderson Columbia is requesting authorization from homeowners for the placement of the monitoring devices. A homeowner can allow entry to their property (it is not necessary to go inside homes) or refuse, however, the vibration monitoring plan was put in place to ensure that if a home was damaged by vibration, the monitoring device would store that information and would register/document when the strong vibration occurred. This device also provides feedback to the contractor – if vibrations are registering too high, they can then slow the pile driving.

On a motion by Commissioner Parrish, seconded by Commissioner Lockley, to approve a letter from Franklin County notifying homeowners within the construction zone of the Vibration Monitoring Plan for the Alligator Drive Project. Motion carried 4-0.

Information Item

h. BOARD INFORMATION: Evergreen Pay and Classification Plan Update

The pay and classification plan are in the review stage currently. Dr. Jeff Ling with Evergreen Solutions will be at your next meeting on September 7th to present the report.

21. County Coordinator – Michael Morón Action Items

a. Armory Reopening: At your last meeting the Board directed me to contact the State Fire Marshall office and ask if the County could reopen the Armory prior to the installation of the fire sprinkler system. I spoke to Mr. Paul Dyer, District Chief, and his preference is for the County to proceed with the installation of the fire sprinkler system prior to opening the Armory, however, if the County decides to open the Armory prior to the fire sprinkler installation, occupancy will be limited to 50 people with a fire watch on duty. With the opening of the Requests for Qualifications for Architectural Services for the Armory this morning, if the Board decides not to open the Armory until after the fire sprinkler installed, authorizing bids for painting the inside and refinishing the floors of the Armory should be a consideration. The painting and floor refinishing projects would be coordinated with the fire sprinkler installation project to avoid any scheduling or construction conflicts. Board discussion and direction.

Chairman Jones said the fire sprinkler system needs to be installed by January 1st. Commissioner Parrish does not think we should open the armory due to the Covid numbers. He would like to move forward with getting the bids for the repairs.

On a motion by Commissioner Parrish, seconded by Commissioner Lockley, to approve keeping the Armory closed until the fire sprinkler is installed, and authorizing obtaining bids for painting the inside and refinishing the floors. Motion carried 4-0.

b. Armory Management transfer to TDC: In 2019 the Board discusses transferring the management and rental of the Fort Coombs Armory from your Administrative Office to TDC Administration. Mr. Solomon, TDC Administrator, explained that to promote the Armory, a separate webpage for the Armory with pictures of past events, a portal to pay for Armory rentals online, along with other projects would be done. Not too long after that discussion, the Armory was closed due to COVID-19 and continued to stay closed until the fire sprinkler system was installed. Is the Board ready to move forward with the transfer of

Armory management, promotion, and rental responsibilities to the TDC? Guidance from the County's auditor and attorney may be needed if the Board decides to proceed. Board discussion and direction.

Commissioner Ward asked Mr. Solomon if he was okay with taking on this duty. He said that he has spoken with the two staff members who will be handling it and they would be glad to do it.

On a motion by Commissioner Ward, seconded by Commissioner Parrish to approve transferring the management and rental of the Fort Coombs Armory from the County Administrative Office to the Tourist Development Counsel Administration. Motion carried 4-0.

c. Lanark Village Fire Department Update: At your last meeting the Board discussion issues regarding the St. James-Lanark Village Volunteer Fire department and possible options to provide temporary fire department coverage of that district in case of a fire. Not too long after the Board meeting, Commissioner Boldt attended a meeting, hosted by the St. James-Lanark Village Fire Department Board of Directors, to discuss the current issues facing the Fire Department. Commissioner Boldt stated that the meeting went well and besides the Fire Chief there are eight (8) volunteer firefighters. Commissioner Boldt expressed great confidence in the Board of Directors overseeing an effective volunteer fire department. Commissioner Boldt will comment further on the meeting and the volunteer fire department. Board discussion and direction relating to the St. James-Lanark Village Fire Department.

Commissioner Boldt said the meeting was well attended. The main thing is getting more volunteers. Looking forward to having input from the fire marshal. Chairman Jones said the limited residents that reached out to him did express concern most of the people that are listed that have been filed they all have addresses that are not listed in Franklin County.

Commissioner Ward said she had been contacted also. Commissioner Boldt said as he understands the persons who misappropriated the funds have left the state. Commissioner Parrish said he just wants to make sure that there is accountability. There needs to be more oversight from the board to make sure the funds are being spent appropriately. Commissioner Parrish said the monies that are raised by different fundraisers can be spent as they wish, but the money from the MSBU must be spent for specific things within the fire departments.

The main thing is accountability. Chairman Jones inquired of the Board as to how they want to proceed. Commissioner Ward asked Commissioner Boldt what his thoughts were, was he satisfied with the changes made. Commissioner Boldt said he is comfortable and believes they can productively move forward. He is going to take the helm and lead the fire department to get it going.

Attorney Shuler asked if the board wanted to have the CPA do a follow up audit. Commissioner Ward said she believes that we need to make sure the funds are being spent appropriately. Mr. Moron suggested he send a letter to the board of directors asking them to put in writing their plan of action. Chairman Jones said to clear things up, anything that has been turned over to authorities we can't answer for that we are not a judicial body. Commissioner Parrish said we cannot continue the status quo we have got to do better. Commissioner Parrish said he would like to see a quarterly report. Commissioner Ward said she wouldn't mind putting a time limit on it, if there isn't continual improvement, then we will have to proceed with other avenues. Commissioner Parrish said the treasurer should know what is being spent. He also does not agree with them using a credit card to make purchases. Chairman Jones said if we ask for copies of their minutes then we will know when they are meeting.

Attorney Shuler said if we are going to require a report from them, then we should ask for specifics, like copy of bank statements.

Commissioner Ward made a motion to authorize Attorney Shuler and Mr. Moron holding off on proceeding to reach out to the other fire departments and writing a letter to the Lanark fire department asking for a report from them. Commissioner Parrish seconded. Motion carried 4-0.

d. State Fire Marshal: As directed by the Board, I contacted the State's Volunteer Fire Coordinator, Mr. Charlie Frank to discuss the possibility of representative from the Fire Marshal's office attending a Board meeting to provide any assistance or insight with the volunteer fire departments located in the County. Mr. Frank stated that if the BOCC sends an official request signed by the Chairman, he and other State Fire Marshal staff would appear before the Board to offer any assistance and guidance with the volunteer fire departments. Scheduling a workshop, outside of a regular meeting, would probably be more effective and productive. Board discussion and direction.

On a motion by Commissioner Ward, seconded by Commissioner Parrish, and by a unanimous vote of the Board present, the Board authorized sending a request to the State Fire Marshal asking for his guidance and authorizing the Chairman to sign the letter. Motion carried 4-0.

e. SHIP Projects Inspections: Some time back, the Board assigned the responsibility of SHIP project final inspections to Mr. Steve Paterson who was, at that time, the County's Building Inspector. Since then, Mr. Paterson has been promoted to the Building Official is responsible for both jobs as the Building Inspector position is still vacant. With that stated, Mr. Paterson asked if there was a possibility of relieving him of that responsibility. I contacted Ms. Angela Webster of Community Action Agency to find out who they were using for their home rehab program inspections as their projects are like the SHIP projects. Community Action uses Mr. Terry Mulch the Weatherization Program Manager for Capital Area Community Action Agency. Weatherization oversees eight counties and provide services that includes client retention and maintenance, contractor acquisition and oversight, pre, post and quality control assessments for all homes that they serve. Mr. Jerome Hamlet serves as the program's Field Coordinator and handles all direct client relations and job scheduling. The inspectors would do a midpoint inspection for \$375 and a final inspection for \$275. Those fees would be included as part of the final project cost. Mr. Michael McWilliams will continue to be responsible for the initial work write-up with a new rate of \$300 per project, also included in the final project cost. Board action to transfer the SHIP program project inspections from Mr. Paterson to Mr. Mulch of the Weatherization Program with the rates stated above, including the new rate for Mr. McWilliams.

On a motion by Commissioner Ward, seconded by Commissioner Lockley, and by a unanimous vote of the Board present, the Board transferred the SHIP program inspections from Mr. Paterson to Mr. Mulch of the Weatherization Program with the rates as follows: a midpoint inspection for \$375 and a final inspection for \$275. Motion carried 4-0.

f. Airport Drone Promotional Video: At your July 6, 2021, meeting I informed the Board

that Opportunity Florida (OF) offered to create an overhead drone video of the airport for promotional economic opportunities use at no charge to the County, a benefit of being a dues-paying member. This was an idea was brought to light by Duke Energy to OF. I've forwarded you a Dropbox link of similar videos made of the Highway 79 Corridor in Holmes County and the Highway 77 Corridor in Washington County. Once created, a link to this tool could be added to the County's website. The Board wanted to give

Commissioner Ward, your Opportunity Florida appointee, the opportunity to meet with Mr. Roy Baker (OF) and his staff to discuss this offer further. Commissioner Ward may have additional comments. If approved, I will coordinate this project with Mr. Mosteller and the FBO. Board action to authorize Opportunity Florida to create this video of the Apalachicola Airport.

Commissioner Ward said she feels it will be a great tool to advertise the airport.

On a motion by Commissioner Ward, seconded by Commissioner Lockley and Commissioner Parrish, and by a unanimous vote of the Board present, the Board authorized Opportunity Florida to create the video of the Apalachicola Airport. Motion carried 4-0.

g. OF Letter of Support: Opportunity Florida is requesting the Chairman's signature on a letter of support. This letter states that Franklin County will continue its membership with and continue to support Opportunity Florida. Board action to authorize the Chairman's signature on the Opportunity Florida letter of support.

On a motion by Commissioner Lockley, seconded by Commissioner Ward, and by a unanimous vote of the Board present, the Board authorized the Chairman's signature on the Opportunity Florida letter of support. Motion carried 4-0.

h. Weems CDBG Funding: Recently, Michael Langton of Langton and Associates contacted staff about the possibility of applying for Hurricane Michael CDBG funding. After meeting with Michael, Melissa, and Erin to discuss possible projects, we agreed that a new generator for the hospital and West Clinic along with upgrading the windows in both buildings would be an application with a very good chance being funded as it serves the entire County. Approval of CDBG projects is based on income, which makes it difficult to submit applications that serve specific geographical locations in the County. Michael and Melissa have been in conversation with Mr. David Walker (Weems CEO), and he supports this application, which is due by September 17th. There is a \$5000 application fee to Langton and Associates that will be paid by Weems. Board action to authorize Weems to engage Langton and Associates to complete the Hurricane Michael CDBG application for replacing the windows and purchasing generators for the hospital and clinic buildings.

On a motion by Commissioner Lockley, seconded by Commissioner Parrish, and by a unanimous vote of the Board present, the Board authorized Weems to engage Langton and Associates to complete the Hurricane Michael CDBG application for replacing the windows and purchasing generators for the hospital and clinic buildings. Motion carried 4-0.

i. AP Beach Restoration: Last week staff was notified by the Florida Department of Environmental Protection Beach Management division that the State would fund the entire \$200,000 for design and permitting phase of the Alligator Point beach restoration project, therefore eliminating the need for the \$100,000 match. Construction is scheduled for 2023. Mr. Michael Dombrowski is available for questions. Board action to authorize the Chairman's signature on the \$200,000 Department of Environmental Protection Standard Grant Agreement for the design and permitting phase of the Alligator Point beach restoration project.

Commissioner Parrish asked if we proceeded with the design of the beach renourishment are we obligated to move forward. Mr. Dombrowski said the Board would not be obligated to move forward after the design.

On a motion by Commissioner Parrish, seconded by Commissioner Ward, and by a unanimous vote of the Board present, the Board authorized the Chairman's signature on the \$200,000 Department of Environmental Protection Standard Grant Agreement for the design and permitting phase of the Alligator Point beach restoration project. Motion carried 4-0.

j. CSGC Agreement: CareerSource Gulf Coast submitted their 2021-2022 budget for your review and approval. State law requires that this item be approved by their respective county commissioners in the workforce area that they serve annually. Mrs. Kim Bodine is available to answer any questions you may have. Board action to approve the CareerSource Gulf Coast 2021-2022 budget.

On a motion by Commissioner Ward, seconded by Commissioner Lockley, and by a unanimous vote of the Board present, the Board approved the CareerSource Gulf Coast 2021-2022 budget. Motion carried 4-0.

k. COVID Sick Leave – At your January 19th meeting the Board agreed to provide an equivalent benefit equal to the unused remainder of the Federal FFCRA emergency paid sick leave for employees that had not used all of the provided two weeks' time if an employee was unable to work, including able to telework, because the employee : 1. was subject to a Federal, State or local quarantine or isolation order related to COVID-19 or 2. had been advised by a health care provider to self-quarantine related to COVID-19 or 3. was experiencing COVID-19 symptoms and was seeking a medical diagnosis. Employees would still need to complete the Emergency Paid Sick Leave Request Form for eligible reasons 1-3 above to utilize this leave. The Federal requirement to do this expired on December 31, 2020, but the Board extended this leave to March 31, 2021. I bring this item to you for consideration because several the Road and Bridge Department employees have tested positive for COVID-19 and approached Mr. Howard Nabors, Superintendent, about access to their unused emergency paid sick leave. I have discussed this with Mrs. Maxwell, Clerk of Courts, and she is sure that her Finance staff can run a report to determine which employees have available emergency paid sick leave, what I didn't discuss with Mrs. Maxwell is the potential cost for paying this leave. How would the Board like to proceed on this matter? Board discussion and direction.

Item addressed earlier in the meeting.

l. Eastpoint Building Removal Update: A few months ago, Mr. Rex Pennycuff appeared before this Board to discuss the Eastpoint Civic Association's mission to clean-up the Eastpoint waterfront area. Mr. Pennycuff stated that he was in contact with Attorney John Riedel who represented owners of property around the Eastpoint waterfront area that had damaged buildings that the Association would like demolished and removed. As a point of clarification, Attorney Riedel works for Chambers Bank, however, Attorney Riedel states that the property isn't owned by Chambers Bank, but a separate entity made up of the bank's stockholders. Mr. Pennycuff asked the Board to consider waiving some of the tipping fees for debris that may come over the landfill scales as an incentive to encourage the property owners to demolish the buildings. As part of that discussion the Board suggested that the property owners contact one of the local contractors that would be interested in crushing and reusing some of concrete, reducing the amount of building debris that would be deposited in the landfill. I forwarded this information to Attorney Riedel and in his response, he stated, "It is the owners hope that a resolution can be reached in partnership with the County to make the appearance and expenses associated with this property more tenable for both parties." Is the Board of the same mind that once the property owner has an approximate amount of tonnage that will be deposited in the County's landfill, there might be some waiver considerations? Board discussion and direction.

Chairman Jones said he is fine with giving consideration of waiving some of the tipping fees. The building beside it has been burnt and needs to be addressed. The owners need to come back to the Board with an amount so the Board can consider what amount to waive.

m. FWC Meeting: On Friday, August 13th, Commissioner Boldt and I met with Billy

Sermon and BJ Jamison at the FWC Carrabelle Station to discuss the status of the Bay closure for oyster harvesting. Commissioner Boldt explained that he wanted FWC, in coordination with other agencies, to provide a status update on the progress of all studies relating to the Bay and oyster harvesting to the Board. He suggested that all agencies and partners involved in the Bay research, including scientist, meet in roundtable fashion and FWC takes on the role of facilitator. During this roundtable meeting, four key points would be agreed to that would be presented to the Board and public, perhaps at a BOCC workshop, in very plain language for all to understand. Since these agencies and partners do not fall under the jurisdiction of FWC, letters inviting them to participate and attend the roundtable should come from the BOCC. Commissioner Boldt may have additional comments on this item. Board discussion and direction.

Commissioner Boldt said that he would like a progress report once every six months on how the bay is coming along regarding water quality, oyster growth, oyster coverage, and testing area. Chairman Jones said that we can't make anyone participate and if everyone is not there, we are not going to get a complete picture. Chairman Jones said he thinks we will have a hard time with the working public listening to the FWC. The public doesn't trust what they are being told. Chairman Jones said that he just doesn't want to give Commissioner Boldt any false expectations. Commissioner Ward said she doesn't mind sending the letters out but concurs with Chairman Jones.

Commissioner Ward made a motion to send letters inviting the agencies and partners who do not fall under the jurisdiction of the FWC inviting them to participate and attend the roundtable. Motion seconded by Commissioner Lockley.

Commissioner Lockley said the public wants to know when the wild oyster bars are going to open back up. Chairman Jones said to clarify who are we are sending these letters to: FWC, ANERR, FSU Marine Lab, local fishery associations, the APSY.

Commissioner Ward amended her motion to include the specific agencies stated by Chairman Jones. Seconded by Commissioner Lockley. Motion carried 4-0.

Informational Items

n. \$1000 Pandemic Bonus: Sheriff Smith informed me that he was contacted by some volunteer firefighters wondering if they would receive the \$1000 Pandemic Bonus airmarked for first responders approved by Governor DeSantis. I contacted the Florida Department of Economic Opportunity who is the responsible State agency for this program, and they sent documentation that states, "Employees who are employed on an hourly-rate basis, who are considered auxiliary, or who work on a volunteer basis are not eligible for this payment, regardless of how many hours per week they may work." I forwarded that information to the Sheriff.

o. USDA approval of RBDG to Eastpoint: USDA notified the County that the \$71,500 Rural Business Opportunity Grant for Eastpoint Highway 98 Waterfront and Business Corridor Feasibility Study has been approved and the appropriate funds have been obligated.

p. Coastal Clean-Up Day: There will be a Franklin County Coastal Clean-Up Day on Saturday, September 18, 2021, from 8:30 – 11:30 a.m. A list of sign-up locations throughout the County are on the flyer (attached). The flyer also contains a contact number and email for additional information.

Commissioner Ward said that it was brought to her attention by Clerk Maxwell that Mrs. Griffith's experience is at a lower level than it should be. Her experience needs to be considered as well as any other employees experience level. Chairman Jones said the pay plan will be a work in progress, adjusted as we move through the next five years.

Commissioner Ward said that we have talked in the past about FDOT and trying to reach out to someone who can give us direction regarding the issues on Hwy 98 in Eastpoint. She said that she has some contacts with FDOT and wants the issues addressed.

Commissioner Ward said she would like to see the creation of the code enforcement officer move forward. She asked for Mr. Moron to obtain an update from ARPC and provide this information to the Board.

22. County Attorney – Michael Shuler

The Dollar General final order was entered in the county's favor subject to appeal for the next 30 days. The Board will have to decide whether to seek attorney's fees at a future meeting.

Commissioners' Comments & Adjournment

23. Commissioners' Comments

There were no additional Commissioners' comments.

24. Adjournment

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

Ricky Jones – Chairman

Attest:

Michele Maxwell - Clerk of Courts

**FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING
COURTHOUSE ANNEX, COMMISSION MEETING ROOM
SEPTEMBER 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: Michele Maxwell-Clerk of Court, Michael Shuler-County Attorney, Michael Moron—County Coordinator, Jessica Gay-Deputy Clerk to the Board

1. Call to Order

Chairman Jones called the meeting to order.

2. Prayer and Pledge

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

3. Approval of Minutes

August 3, 2021, Regular Meeting

July 29, 2021, Budget Workshop

On a motion by Commissioner Ward, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, the Board approved the minutes for the August 3, 2021, and August 29, 2021, Regular Meeting. Motion carried 5-0.

4. Payment of County Bills

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

5. Awards and Recognitions

There were no awards and recognitions.

6. Public Comments

Ms. Kayla Griffin asked the Board to consider installing a solar powered flashing light and warning strips with rumble at the end of Highway 65. Chairman Jones asked staff if this had been previously requested from FDOT. Mr. Moron said that he will follow up with FDOT. Commissioner Ward said that she had a list of items for FDOT and that she will provide them to Mr. Moron.

Ms. Brenda Carlin of 316 E Gorrie Drive provided the Board with documents regarding the upcoming Constitutional Day/Week. She encouraged the libraries in the county to celebrate and offered to provide additional resources for that day if needed.

Mr. Steve Kirshenbaum spoke to the Board regarding the proposed site for the EOC. He asked the Board to consider working with the school district to obtain the property adjoining the sheriff's department as he feels this would be a more suitable fit than at the airport.

Consultant Reports & Presentations

7. Special Project Consultant - Alan Pierce

Mr. Pierce will present the Corps Memorandum of Agreement for dredging the Eastpoint Channel and Two-Mile Channel for Board discussion and approval.

Mr. Alan Pierce spoke to the Board recommending they approve the agreement to dredge the Eastpoint Channel and Two-Mile Channel. He said that there is some language that causes concern, however, due to the delay in receiving the agreement back from the Corps he recommends moving forward to avoid additional delays. All personnel he has spoken with have given him some confidence and in an email that they are going to work with the county. Although the agreement states the county will pay \$5million to the Corps within 30 days. The funds are in the hands of the Consortium and the Corps is aware of that. The Corps has assured me that they do not expect the \$5million up front and they will invoice us as by each project and they will bill us separately. The agreement needs to be signed for the project to begin. Attorney Shuler asked Mr. Pierce to clarify for the Board the breakdown of payment of the \$5million.

Mr. Pierce said that the total amount available to the county is about \$5million Mr. Pierce said that approximately \$2million of dredging cost is for the Eastpoint Channel and \$3million for the Two-Mile Channel. Upon the timing of everything the Corps will award a work order to a contractor which they already have under contract. We do not have control of the timing. We are hoping they will do the projects subsequently. Mr. Pierce said that he cannot assure that they will be, but he hopes so.

Attorney Shuler said that he felt it was prudent that the Board knew the potential risk and he reluctantly recommends approval. Chairman Jones said that being the Eastpoint Channel has not been dredged since 1995, he is in favor of supporting. Commissioner Ward said that the seafood workers need this to be done to get their boats in and out.

On a motion by Commissioner Ward, seconded by Commissioner Parrish, and by a unanimous vote of the Board present, the Board approved the Corps Memorandum of Agreement for dredging the Eastpoint Channel and Two-Mile Channel.

Commissioner Lockley said that maybe in the future we do not go through the Corps. Mr. Pierce pointed out that if we don't use the Corps then we must fund everything ourselves. He said that this project is about \$3million per channel and the county would have to come up with the money from another source if not from the Corps.

Motion carried 5-0.

Mr. Pierce said meeting with AFTA to discuss the beach renourishment project. The state has awarded all \$200k to complete the design of the beach renourishment project. Mr. Pierce said it is his understanding that the board will move forward with the design but will not begin the project until funding is available. If there is not a maintenance mechanism in place, the county does not plan to put the \$10million into the renourishment project.

8. Evergreen Solutions - Dr Jeff Ling

Dr. Ling will present the pay and classification plan for Board review and approval.

Dr. Jeff Ling presented a PowerPoint presentation to the Board regarding the study goals, classification, implementation options, employee meetings, and concerns related to the proposed pay plan. Chairman Jones thanked Commissioner Lockley for initiating the motion that started this project. Chairman Jones said that he is favor of the five-year plan and any other option would cause an increase to the budget. Commissioner Lockley asked if the plan would bring all employees to fair income value. Dr. Ling explained that based on the proposed five-year plan option it will take the entire five years to bring all employees up to par. Commissioner Lockley and Commissioner Ward expressed their desire was that all employees get their fair share. Commissioner Ward said that the \$1million budget increase is for the county workers and it is due time for them to be compensated. She said that if we do not compensate the employees, we risk losing them and the services they provide. Commissioner Boldt encouraged the constitutional offices to use the pay scale that the Board has paid for. Dr. Ling encouraged the Board to add the pay schedule to their website to show the compensation levels as you move up with the county over time. For longer term employees, it shows them where they might end up at the end of their career, and what they must put towards retirement. Commissioner Boldt said this is a very strong road map for the next five years. Chairman Jones said the Franklin County School Board has had this type of document for years now. Chairman Jones said we need to know if the constitutional officers are not intending to adopt this pay plan. Mr. Moron asked if the Board was planning to approve this now or at the budget hearing later this evening. Mrs. Griffith asked the Board to give an indication of their vote so that she can prepare the final documents for the Budget Hearing.

Commissioner Lockley made a motion to authorize adding the Evergreen Solutions Pay Plan to the Budget Hearing agenda for approval. Seconded by Commissioner Ward. Motion carried 5-0.

Sheriff Smith said that the money allocated by the Board for his employees would be spent as such.

Constitutional Officers

9. Clerk of Courts – Michele Maxwell – Report

Clerk Maxwell had no report for the Board.

Department Director’s Reports

10. Superintendent of Roads and Bridges – Howard Nabors

Informational Items

- a. During the duration from August 1st to date we have had 12 employees out due to covid.
- b. Detail of Work Performed and Material Hauled by District (agenda packet)

11. Solid Waste Director – Fonda Davis

Action Item

Mr. Davis will present his report later in the meeting.

- a. Fishing Pier American with Disabilities Act (“ADA”) Accommodation:

On August 27, 2021, a citizen requested an American with Disabilities Act (“ADA”) accommodation to use his golf cart on the Eastpoint Fishing Pier. I have spoken with Mr. Shuler and advises him that this fishing pier is presently suitable for wheelchair use.

REQUESTED ACTION: Board Discussion and Possible Motion or Table to Authorize the Use of Golf Carts on the Eastpoint and St. George Island Fishing Piers.

Informational Item

b. Right-Of-Way Debris Pickup/Recycle Material Hauled Report (agenda packet)

12. Emergency Management Director – Pam Brownell Action Items

a. Request the Board approve the Disaster Debris Monitoring contractors selected by the reviewing committee: 1. Tetra Tech, 2. Disaster Program & Ops.

On a motion by Commissioner Ward, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, the Board approved the Disaster Debris Monitoring contractors selected by the reviewing committee: 1. Tetra Tech, 2. Disaster Program & Ops. Motion carried 5-0.

b. Request the Board approve the Disaster Debris Removal & Disposal Services contractors selected by the reviewing committee: 1. SDR, 2. Crowder Gulf, 3. CERES Environmental.

On a motion by Commissioner Boldt, seconded by Commissioner Ward, and by a unanimous vote of the Board present, the Board approved Disaster Debris Removal & Disposal Services contractors selected by the reviewing committee: 1. SDR, 2. Crowder Gulf, 3. CERES Environmental. Motion carried 5-0.

c. Request the Boards approval and signing of the Contracts for Disaster Debris Monitoring and Disaster Debris Removal & Disposal Services.

On a motion by Commissioner Ward, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, the Board approved the Contracts for Disaster Debris Monitoring and Disaster Debris Removal & Disposal Services. Motion carried 5-0.

Informational Items

d. NEW EOC LOCATION – EOC Director and staff would like to request the new EOC location to be at the Apalachicola Airport. This will allow for use of the old EOC Building for storage, bunking, etc. This will also allow for use of existing storage buildings for EOC equipment. Another asset of having the EOC located at the Apalachicola Airport is the use of the Airport runway for airdrops of supplies after a disaster. Supplies can then be easily transported to the EOC/COUNTY staging area for distribution throughout the county as needed.

Mr. Moron presented Item 12 E from his report at this time.

E. New EOC Location: Recently, I forwarded the Board a map from the Florida Department of Emergency Management (FDEM) that indicated locations surveyed by FDEM to determine CAT 5 Storm Surge above grade requirements for a new Emergency Operation Center. There were 3 locations surveyed, first is the original location on the airport that has a 5.10’ above grade requirement, the second is the intersection of Brownsville Road and Airport Road with an 8.35’ above grade requirement, and the third location with a “No Surge” indication, meaning the building

can be built on grade, which is slightly north on Highway 65, from Highway 98, before the Landfill, Sheriff's Department, and Road Department. With this information, your staff would like some definite decision on where to design the new EOC so the engineer can start this process. Mr. Collins (AVCON) and I have not been able to meet with FDOT about the possibility of waiving the cost of a lease if the EOC is built on the airport, hopefully that will happen later this week or early next week.

Chairman Jones said he would like to see if we can get the property from the school district up Hwy 65 before moving forward. Mr. Moron said that Commissioner Ward is working on a project for workforce housing. He said that he isn't saying we can't share the property. Commissioner Lockley said that we need to leave the EOC where it currently is. He said that you can't drop planes over by the sheriff's department. What if the bridge closes? There is not an airport on Hwy 65. The existing EOC has been at the current location for a long time. Commissioner Parrish said that Hurricane Michael gave us a lot of insight on the value of having the EOC at the airport. Commissioner Ward said that she believes we should rely on the EOC staff to know the best place. Chairman Jones added that with the EOC on one side of the county you are divided in the event of a storm. Commissioner Boldt said he believed that interagency coordination is a huge bonus from a communication standpoint. Mr. Moron said that he is looking for a decision from the Board on where we plan to build the new EOC.

Commissioner Parrish made a motion to approve building the new EOC on site by the airport as recommended by the EOC staff. Commissioner Lockley seconded the motion. Motion carried 4-1, Commissioner Boldt opposed.

Commissioner Lockley said that he would like to begin talks about affordable housing. Mr. Moron stated that there is a clear distinction between work forced housing and affordable housing. Commissioner Lockley said that we need to make sure that we put it out there what type of housing we are planning to do.

- e. EOC Staff worked Hurricane Ida.
- f. EOC attended the BBHCC Call
- g. EOC Staff will attend the NWS Partner Planning Meeting on 09/02/21
- h. EOC Staff will attend the Big Bend COAD Ida Response Call on 09/02/21
- i. EOC Staff will attend the Big Bend COAD Ida Response Call on 09/03/21
- j. EOC Staff will attend the Call with Archive Social on 09/08/21
- k. EOC Staff will be at the Eastpoint Branch of the Franklin County Library on 09/08/21 at 11:00 AM to assist with Re-Entry Tags and answer questions regarding Emergency Management.
- l. EOC Staff will attend the Mitigate Florida Meeting on 09/14/21
- m. EOC Staff will be at the Carrabelle Branch of the Franklin County Library on 09/15/21 at 10:00 AM to assist with Re-Entry Tags and answer questions regarding Emergency Management.
- n. EOC Staff will attend the Regional Hospital, EM and CHD Coordination Call on 09/10/21.
- o. EOC will be offering a CERT (Community Emergency Response Team) Training here at the EOC on 09/16-09/17.
- p. EOC staff continue to update plans and contracts for Franklin County.

- q. 09/03/21 Regional Hospital, EM, and CHD Coordination Call.
- r. 08/14/21-08/15/21 and 08/28/21 EOC offered a CERT (Community Emergency Response Team) Training here at the EOC.
- s. EOC Staff will attend the NWS Partner Planning Meeting on 09/16/21
- t. EOC Staff will attend the Regional Hospital, EM and CHD Coordination Call on 09/17/21
- u. EOC Staff continue to update our Kiosk located throughout Franklin County with COVID Information along with Preparedness information for the storm.

KIOSK LOCATIONS:

Carrabelle – Franklin County Courthouse Carrabelle Annex Carrabelle Chamber of Commerce

Eastpoint – Carquest

Apalachicola – Franklin County Emergency Management Apalachicola Chamber of Commerce

Apalachicola Post Office

Mr. Fonda Davis presented his report at this time.

- a. Fishing Pier American with Disabilities Act (“ADA”) Accommodation:

On August 27, 2021, a citizen requested an American with Disabilities Act (“ADA”) accommodation to use his golf cart on the Eastpoint Fishing Pier. I have spoken with Mr. Shuler and advised him that this fishing pier is presently suitable for wheelchair use.

REQUESTED ACTION: Board Discussion and Possible Motion or Table to Authorize the Use of Golf Carts on the Eastpoint and St. George Island Fishing Piers.

Attorney Shuler reported that he and the Board’s outside counsel agree that the old bridge now converted into a fishing pier is exempt from the ADA. However, federal guidance provides that even though the bridge is an exempt structure the Board must make reasonable accommodation on mobility issues as requested. The federal guidance also provides that the use of golf carts is a reasonable accommodation of a request concerning mobility. In this case, it is not necessarily unreasonable to allow the use of a golf cart on the old bridge given that it once accommodated the use of cars and trucks, subject to rules of the road adopted by the board, such as requesting the display of a handicap parking decal, limiting speed to pedestrian walking speed, and prohibiting the use of ATVs and similar high-speed off-road vehicles to protect pedestrians who also use the old bridge. Mr. Davis has expressed some concern over public safety with enforcement of the speed limit and overloading of golf carts.

Attorney Shuler asked Mr. Davis to expound on the issues he feels should be considered when the Board votes to allow or prohibit golf carts on the piers. Mr. Davis said that he was not sure how the speed limit would be set or enforced. Chairman Jones said that most golf carts will not go over 20 mph, but that ATVs will go faster. Mr. Davis said if we open it up for golf carts would other ATVs be allowed. Attorney Shuler advised the Board was not voting on the use of ATVs on the piers. The Board is being asked to decide if they will allow golf carts only. Attorney Shuler said he recommends the Board allow this at a minimum accommodation with a speed limit to pedestrian speed, requesting people display their handicap parking placard so that the public can view it. That is if the Board doesn’t choose to allow everyone to use golf carts on the two piers. Commissioner Lockley asked if there should be designated spots for the golf carts to turn

around. Attorney Shuler said the Board could designate areas or not. Commissioner Boldt said if we are thinking of opening golf carts to public use, can we add speed bumps. Attorney Shuler said he felt this may be a tripping hazard and would not recommend. Commissioner Ward asked who was going to enforce the handicap placard. Chairman Jones asked how they would get to the piers to begin with. Attorney Shuler said he assumed that people would trailer their golf carts to the pier. Commissioner Parrish said he is concerned with mixing people on foot, in wheelchairs and golf carts. He asked what the liability would be for the county. Commissioner Parrish said he is opposed to the idea. Chairman Jones said he felt the Board would be creating more problems than relieving.

Commissioner Parrish made a motion to deny use of golf carts on both piers. Commissioner Lockley seconded the motion.

Commissioner Boldt asked if it would be appropriate to have one pier designated as ‘golf carts allowed’. Chairman Jones said that he felt this would open more issues. Chairman Jones asked that the Board considering amending the motions to reflect the reason why we are denying the request which is safety issue of mixing pedestrians with motorized vehicles.

Commissioner Parrish amended his motion to deny the use of golf carts on both piers due to the safety issues associated with mixing pedestrians with motorized vehicles. Commissioner Lockley seconded the amended motion. Motion carried 5-0.

Attorney Shuler addressed the following item from his report at this time.

1. Request Public Hearing to Consider an Amendment to the Beach Flagging System

Attorney Shuler reported that under the current beach flagging system, Carrabelle Beach Park is treated the same as the public beach on St. George Island. In this case, it means that the waters at Carrabelle Beach Park would be closed to the public in circumstances when the water conditions did not justify the closure. The reality is that the protected water conditions on St. George and Carrabelle Beach Park are not the same as the water conditions on the public beaches on St. George Island facing the Gulf of Mexico. Attorney Shuler requested that the Board authorize a public hearing for the board to consider the amendments to the current beach flagging system.

Attorney Shuler asked Mr. Davis if he had any opinion on this matter. Mr. Davis said that he is in favor of holding a public hearing.

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 schedule a public hearing on the Amendment to the Beach Flagging System. Motion carried 5-0.

Mr. Moron announced to the public that the board had two director reports before going into the public hearings.

Informational Item

b. Right-Of-Way Debris Pickup/Recycle Material Hauled Report (agenda packet)

13. **Extension Office Director – Erik Lovstrand Informational Items**

General Extension Activities:

- a. During this period, the Extension office assisted citizens on topics of wetland plant identification, soils maps source, hibiscus gall midge, scale issues, sea oats source for dune restoration, swarming fire ant identification, and more.
- b. Extension Director participated in a webinar about a recently developed forecasting system that informs better reservoir operations and water management.
- c. Extension Director participated in an ACFS Apalachicola Caucus meeting.
- d. Extension Director participated in a Friends of the Reserve Board meeting.

Sea Grant Extension:

- e. Extension Director participated in a statewide FL Sea Grant online meeting.

4-H Youth Development:

- f. District III 4-H youth have elected officers for this year. District III includes youth from Franklin, Gulf, Liberty, Wakulla, Leon, and Jefferson Counties.
- g. Our new 4-H Leadership/Community Service club is kicking off on September 10 at the Eastpoint Library at 3:15. Youth ages 13-18 are encouraged to attend. Club leader will be Candice Sheridan. Contact 850-567-7270.
- h. The 4-H Shooting Sports/archery club is recruiting new members for this year also. Contact Michelle Gray at 850-210-3277 for details and meeting times.

Family and Consumer Sciences:

- i. Family Nutrition Program assistant continues providing nutrition programing in local schools and is assisting with training activities for the newly hired Gulf County FNP staff.

Agriculture/Home Horticulture:

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

14. Library Director – Whitney Roundtree Action Items

- a. FT employee, Ashley Kim, of the Eastpoint branch submitted her letter of resignation. Requesting permission from the board to advertise the position both internally and externally with a starting salary of \$25,000.

On a motion by Commissioner Ward, seconded by Commissioner Parrish, to approve advertising the position both internally and externally with a starting salary of \$25,000. Motion carried 4-1, Commissioner Lockley opposed.

- b. Requesting permission from the board to transition the position of PT Library Assistant, Nancy Cuffman, to a FT Library Assistant.

On a motion by Commissioner Ward, seconded by Commissioner Boldt, to authorize the transition of the PT Library Assistant position, Nancy Cuffman, to a FT Library Assistant.

Mrs. Griffith noted that the position transition would not take effect until October 1st provided the board approves the proposed budget.

Commissioner Ward amended her motion to authorize the transition of the PT Library Assistant position, Nancy Cuffman, to a FT Library Assistant effective October 1st provided the proposed budget is approved. Motion carried 4-1, Commissioner Lockley opposed.

Chairman Jones gave Mrs. Roundtree the information provided by Ms. Carin earlier in the meeting regarding Constitutional Week. Chairman Jones said if there is any accommodation that can be made to please do so.

Informational Items

c. Thank you to the Rock by The Sea Foundation for the \$10,000 donation to the Friends of the Franklin County Public Libraries. Proceeds will be used to fund the Music as a Second Language program and 2022's Summer Reading Program.

d. WILD Staff Day was canceled due to the recent rise in COVID 19 cases and will be rescheduled for Spring 2022.

e. The Franklin County Public Library is now a FamilySearch affiliate library, extending FamilySearch's services to library patrons free-of-charge. Affiliate libraries have access to FamilySearch's digital genealogical collections that are otherwise accessible only through a FamilySearch family history center. FamilySearch also provides its affiliates with the latest tools and tips for genealogy reference librarians.

f. September is National Library Card Sign-Up and the FCPL will be promoting and encouraging residents to sign-up for a free library card all month long.

g. September 26th- October 2, 2021, is Banned Books Week. Banned Books Week is an annual event celebrating the freedom to read. Typically held during the last week of September, it spotlights current and historical attempts to censor books in libraries and schools. It brings together the entire book community — librarians, booksellers, publishers, journalists, teachers, and readers of all types — in shared support of the freedom to seek and to express ideas, even those some consider unorthodox or unpopular. This year's theme is "Books Unite Us. Censorship Divides Us." Sharing stories important to us means sharing a part of ourselves. Books reach across boundaries and build connections between readers. Censorship, on the other hand, creates barriers.

FCPL will be hosting a young adult "Banned and Challenged Books" challenge using the Beanstack app. Participants will earn the chance to win a \$50 Amazon Gift Card, provided by the Friends of the Franklin County Public Library.

Upcoming Events:

Franklin County Public Library Eastpoint Branch

- September 7th– Diabetes Awareness at 10:00 AM. Have all your questions answered about diabetes from a trained professional. John is here to answer any questions you may have. No appointment is needed, program is free and open to the public.

- September 7th – Book Chat at 1:30 PM. Discuss the current books you have been reading or may be interested in reading. There is no set book for this group; the book of choice is up to the individual.
- September 8th- Disaster Preparedness Awareness at 11:00 AM. September is National Disaster Preparedness Month. Do you know what to do in the event of a disaster? Do you have questions like: “What should I do if a hurricane or Tropical Storm is forecast to impact Franklin County?” “What should I have in my disaster kit?” “What do I do if I have any damage?” Have all those and more questions answered. This program will be hosted by the Franklin County Emergency Management team.
- September 9th- Anime Club at 4:00 PM. Open to grades 6-12, discuss new events and favorite anime characters and books.
- September 10th- Franklin Elite 4-H at 3:15 PM. Calling new and existing members ages 13-18 to join us in leadership and community service focused 4-H group.
- September 15th- Writers Forum at 1:00 PM. Interested in becoming a writer? This group meets once a month to discuss new ideas and learn useful tips from local author, Dawn Radford.
- September 16th – Poetry Workshop at 10:00 AM. There will be a brief reading by Anthony Watkins followed by sharing and discussing the work of local poets as well as a general discussion about all things literary.

Franklin County Public Library- Carrabelle Branch

- September 2nd & 16th- Maker Space at 4:00 PM. A group for kids ages 8-12, that meets to learn how to build and design using a variety of tools and resources that allows them to use their imaginations
- September 10th- Book Chat at 1:30 PM. Monthly group that meets to discuss the current books they have been reading or maybe interested in reading. There is no set book for this group; the book of choice is up to the individual.
- September 11th- Plant Clinic at 11:00 AM. Hosted by the Franklin County Master Gardeners. If you have any concerns or questions about your garden and plants this is the place to find the answers.
- September 14th- Anime Club at 4:00 PM. Open to grades 6-12, discuss new events and favorite anime characters and books.
- September 15th- - Disaster Preparedness Awareness at 10:00 AM. September is National Disaster Preparedness Month. Do you know what to do in the event of a disaster? Do you have questions like: “What should I do if a hurricane or Tropical Storm is forecast to impact Franklin County?” “What should I have in my disaster kit?” “What do I do if I have any damage?” Have all those and more questions answered. This program will be hosted by the Franklin County Emergency Management team.
- September 30th- Poetry Workshop at 10:00 AM. There will be a brief reading by Anthony Watkins followed by sharing and discussing the work of local poets as well as a general discussion about all things literary.

The Board held the Public Hearings at this time.

Public Hearings

17. Land Use Change 2.01 Acres 10:30 a.m. (ET)

AN ORDINANCE AMENDING THE FRANKLIN COUNTY COMPREHENSIVE PLAN TO CHANGE THE PERMITTED USE OF A 2.01 ACRE PARCEL OF LAND IN SECTION 12, TOWNSHIP 7 SOUTH, RANGE 4 WEST, FROM COMMERCIAL TO RESIDENTIAL.

Mrs. Bankston presented the request to the Board. Chairman Jones asked what the advantage was of the zoning change. Mrs. Bankston said that the property owners will be able to put more houses on their property. Chairman Jones noted that by approving the board is reducing the amount of commercial property in Lanark Village.

Chairman Jones asked if the intent was to build three sites. Ms. Carol said no, they were planning to build six. She has met with Mr. Curenton. The reason we decided to go from commercial to residential is that we were having trouble selling the property. Attorney Shuler advised the board that the potential density of the land use change was not being approved today. The request today is a land use change. Chairman Jones called for public comments. There were no public comments. Commissioner Parrish asked if the property in question was surrounded by commercial property. Mrs. Bankston confirmed that it is correct.

On a motion by Commissioner Boldt, seconded by Commissioner Ward, to approve an ordinance amending the Franklin County Comprehensive Plan to change the permitted use of a 2.01-acre parcel of land in Section 12, Township 7 South, Range 4 West, from Commercial to Residential. Motion carried 3-2, Commissioner Parrish and Commissioner Lockley opposed.

18. Rezoning 2.01 Acres 10:35 a.m. (ET)

AN ORDINANCE REZONING 2.01 ACRES OF LAND IN SECTION 12, TOWNSHIP 7 SOUTH, RANGE 4 WEST, FROM C-4 MIXED USE RESIDENTIAL DISTRICT TO R-1A SINGLE FAMILY RESIDENTIAL SUBDIVISION DISTRICT.

Mrs. Bankston presented the request to the Board. Chairman Jones called for public comments. There were no public comments.

On a motion by Commissioner Boldt, seconded by Commissioner Ward, to approve an ordinance rezoning 2.01-acres of land in Section 12, Township 7 South, Range 4 West, from C-4 Mixed Use Residential District to R-1A Single Family Residential Subdivision District. Motion carried 3-2, Commissioner Parrish and Commissioner Lockley opposed.

19. Rezoning 1.23 Acres 10:40 a.m. (ET)

AN ORDINANCE REZONING 1.23 ACRES OF LAND IN SECTION 12, TOWNSHIP 7 SOUTH, RANGE 4 WEST, FROM C-2 COMMERCIAL BUSINESS DISTRICT TO C-4 MIXED USE RESIDENTIAL DISTRICT.

Mrs. Bankston presented the request to the Board. Mrs. Schultz spoke to the Board stating they were requesting this rezoning to bring the property into compliance. The property includes a plaza, a restaurant, an Air B&B property, and a residence. It is a multi-use property. Commissioner Boldt said that he has observed the property and it is currently being used as mixed use. Chairman Jones called for public comments. There were no public comments.

On a motion by Commissioner Boldt, seconded by Commissioner Ward, and by a unanimous vote of the Board present, the Board approved an ordinance rezoning 1.23 acres of land in Section 12, Township 7 South, Range 4 West, from C-2 Commercial Business District to C-4 Mixed Use Residential District. Motion carried 5-0.

20. Rescinding Ordinance 81-3 11:00 a.m. (ET)

An Ordinance Rescinding Ordinance 81-3 which Regulates the Eastpoint Boat Ramp; Provides Hours of Operation; Prohibits Alcohol and Providing for Penalties; Providing for an Effective Date.

Attorney Shuler presented the request to the Board. He said that the ordinance was first adopted on an emergency basis to address some nighttime drinking. Commissioner Ward said she is concerned with the hours of operation. Chairman Jones said the revision will remove the hours of operation. Chairman Jones called for public comments. There were no public comments.

On a motion by Commissioner Ward, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, the Board authorized rescinding ordinance 81-3 which Regulates the Eastpoint Ramp. Motion carried 5-0.

Other Reports

15. **Interim Airport Manager – Ted Mosteller**

Most of this report is FYI and up-date as I continue to busily perform the duties of Airport Manager--with some BCC consideration and discussion.

a) FYI: Obstruction Clearance Project (Tree/Vegetation eradication)—safety issue.

Proceeding with an RFP for Obstruction clearance.

b) FYI: Researching—with Mo gas demands increasing--It would be prudent to include the Mo gas equipment during the construction of the new fuel farm.

c) FYI: The roof repairs done to the FBO hanger/office appear to be holding—do need to replace ceiling tiles (order box of tiles from ACE?).

On a motion by Commissioner Parrish, seconded by Commissioner Ward, to purchase ceiling tiles. Commissioner Lockley inquired as to why this was coming before the Board. Commissioner Parrish reminded Mr. Mosteller that in the future he could coordinate with Mr. Moron on these types of purchases.

Commissioner Parrish rescinded the motion.

d) FYI: COVID delayed the electric for sewage and electric gate upgrade to Monday 8/30/21. Cates Electric completed this task—powering the electric gate and sewage pump from the EOC generator circuit. (Powers the gate and sewage pump during a power outage)

e) FYI: Cates Electric preparing for EOC electric service repair/up-date.

f) FYI: Pam working on EOC equipment/electric building roofing issue.

g) Update Note: Clint informed me that three of the seven Ring Power technicians have Covet and that the vault generator repair will not be until next week—at best. As of Thursday-9/2/21—I have not heard back yet.

h) Discussion--Consider that county supply manpower (—after work force back—from COVID?) and rent excavator from Ring Power (estimated to be between \$10K and \$15k/month) to clean out ditches/swales. (Includes portions in the RPZ's)—the county last cleaned the ditches when the county's Kubota excavator was new. Researching to determine if rental can be included in Drainage Grant? — probably not?

i) Discussion: Consider that Road Departments' mechanic perform much needed servicing/maintenance on airport equipment. (Most equipment in deplorable condition)

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

The issue stems from the fact that the Federal Government deeded the airport to the county and has subsequently supplemented/supported the airport. The county has signed assurances to maintain the airport as such.

Commissioner Parrish said years ago we couldn't get enough of tenants, so we rented out hangars for storage, is that the current situation? Mr. Mosteller said no.

Our grants are being endangered because our FBO is collecting rent for the "T" hangars, and they are requiring us to collect. Mrs. Griffith said the FBO is responsible for managing all the hangars. We did not realize that the lease was structured incorrectly, and this is how we had always done it. Mrs. Griffith said she would envision them remaining responsible for managing them and the funds being transferred over. We would need to talk to Mr. Quentin to make sure this is an acceptable structure change. Commissioner Boldt asked if with this arrangement were we impairing the airport's ability to receive grants. Mr. Moron said that we haven't been denied any monies. However, the have strongly suggested the structure be changed.

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

l) FYI: To reiterate: Some issues currently listed: Airport Manager Duties, etc. report. Update. Flight Obstruction Clearance—safety issue.

Fuel Farm, Mogas, etc. EOC

Prospective list more than 14 waiting for 'T' hangars.

3 ea. Prospective tenants for a box hangar.

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

JD 5520

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

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

NDB

Security Plan Master Plan

Apron rehabilitation

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

Jingoli Power lease

m) Questions? /Discussion?

Mr. Moron noted that Jingoli Power is looking to fill several positions. If any of the Commissioners have constituents that may be interested, please reach out to me and I will provide you with the contact details.

16. SHIP Administrator - Lori Switzer-Mills

Action Items

a. SHIP Annual Reports

The first item in your packet is the SHIP Annual Report for close out FY 2018-2019. The total expended is \$462,870.11. Six applicants were served with Down Payment Assistance, 9 with Owner Occupied Rehabilitation, 2 with emergency repairs and 18 with Disaster Grants. On page 11 the report shows the data so far for interim year 1- 2019/2020. We do not have data for interim year 2.-2020/2021 as we did not receive SHIP funds last year.

This year we are also required to submit an annual report for FY 2019-2020 Hurricane Housing Recovery Funds. As of June 30th, the total expended is \$855,166.80 and

\$188,039.60 encumbered.

Request: I am requesting Board action to approve the SHIP Annual Reports for closeout FY 2018-2019 and HHRP 2019-2020.

Commissioner Ward asked if the Board should vote on this in two separate motions. Attorney Shuler said that they should.

On a motion by Commissioner Ward, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, the Board approved the SHIP Annual Reports for closeout FY 2018-2019. Motion carried 5-0.

On a motion by Commissioner Ward, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, the Board approved the HHRP Annual Report for 2019-2020. Motion carried 5-0.

b. Hurricane Housing Recovery Funds (HHRP)

At the July 6, 2021, meeting you approved a change in the cost of the manufactured home replacement for 552 Oyster Road, Apalachicola due to the home having to be an Exposure D home. The total approved \$85,452.21. Capital Area Community Action agreed to help with the needed Septic Replacement. Capital Area Community Action's estimate for the septic system is \$13,300.00, they are only able to pay \$9,000 which leaves a balance of \$4,300.00.

I am requesting a motion to change the total amount of the mobile home replacement for 552 Oyster Road, Apalachicola from \$85,452.21 to \$89,752.21.

Chairman Jones asked if Apalachicola water and sewer went out to Oyster Road. Mrs. Switzer said they have access to water but not sewer.

On a motion by Commissioner Lockley, seconded by Commissioner Parrish, and by a unanimous vote of the Board present, the Board approved changing the total amount of the mobile home replacement for 552 Oyster Road, Apalachicola from \$85,452.21 to \$89,752.21. Motion carried 5-0.

c. Down Payment Assistance Program

Currently, the Down Payment Assistance purchase price limit is \$175,000.

After speaking to several potential homebuyers and local realtors I am being told that there are not many homes on the market for under \$175,000. Houses are selling for at least \$250,000 right now. It will be very hard for applicants to use the Down Payment Assistance funds if there are no homes available under that limit. The USDA, Rural Development Area Loan Limit for Franklin County is \$285,000.

Due to the increase in the cost of housing, new construction, and existing housing I am asking the Board to consider raising the purchase price limit from \$175,000 to \$250,000.

Chairman Jones said he believes the county should match the amount approved by USDA. Commissioner Parrish asked if there was an income limit on the funds. Mrs. Switzer said yes; the limit for a family of four is \$69,000.

Commissioner Ward made a motion to raise the purchase price limit from \$175,000 to \$250,000. Commissioner Lockley seconded the motion.

Chairman Jones asked Attorney Shuler if it would be appropriate to amend the motion to reflect changing the limit to the Rural Development Area Loan Limit. Attorney Shuler agreed that it would be appropriate.

Commissioner Ward amended her motion to state raising the purchase price limit for the Down Payment Assistance program to the current and future limits of the Rural Development Area Loan Limit which is currently at \$285,000. Commissioner Lockley seconded the motion.

Commissioner Lockley asked what the amounts was for the down payment assistance for \$285,000. Mrs. Switzer said it would vary based on the applicant's income level. She said for moderate income would be \$10,000, for low income \$12,500 and for very low income \$12,500. Mrs. Switzer noted that the Board sets these limits, and it is revised with the plan each year. The current numbers have been the same for the past six to nine years. **Motion carried 5-0.**

Public Hearings

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Item addressed earlier in the meeting.

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Item addressed earlier in the meeting.

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An Ordinance Rescinding Ordinance 81-3 which Regulates the Eastpoint Boat Ramp; Provides Hours of Operation; Prohibits Alcohol and Providing for Penalties; Providing for an Effective Date.

Item addressed earlier in the meeting.

County Staff & Attorney Reports

21. **Fiscal Manager/Grants Coordinator – Erin Griffith**

a. BOARD ACTION: Approval of FDOT SCOP Construction Widening and Resurfacing CR30A

Franklin County has received a grant from the Florida Department of Transportation to fund the construction portion of the widening and resurfacing of 5.261 miles of CR30A from Highway 98 to Thirteen-Mile Road. This project is fully funded by the state grant and is expected to cost \$3,671,550.

Board action to approve the attached grant agreement and resolution granting authorization for the chairman to sign the agreement.

On a motion by Commissioner Parrish, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, the Board approved the FDOT SCOP Construction Widening and Resurfacing CR30A grant agreement and resolution granting authorization for the Chairman to sign the agreement. Motion carried 5-0.

RESOLUTION OF AUTHORIZATION

FRANKLIN COUNTY

BOARD OF COUNTY COMMISSIONERS

WHEREAS, the Florida Department of Transportation has awarded the Franklin County Board of County Commissioners funding from the Small County Outreach Program for the construction to widen and resurface CR 30A from US 98 to Thirteen Mile Road (Financial Project Number 440621-1-54-01), and

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE FRANKLIN COUNTY BOARD OF COUNTY COMMISSISONERS, that the Chairman is hereby authorized to sign the Small County Outreach Program contract for the construction to widen and resurface CR 30A from US 98 to Thirteen Mile Road (Financial Project Number 440621-1-54-01).

b. BOARD ACTION: Approval of FDOT SCRAP Design and Construction Improvements Hwy 67

Franklin County has received a grant from the Florida Department of Transportation to fund the design and construction costs to widen and resurface approximately 2.00 miles of Highway 67 from Crooked River Bridge to State Forest Road 166. This project is fully funded by the state grant and is expected to cost \$1,970,050.

Board action to approve the attached grant agreement and resolution granting authorization for the chairman to sign the agreement.

On a motion by Commissioner Boldt, seconded by Commissioner Lockley, and by a unanimous vote of the Board present, the Board approved the FDOT SCRAP Design and Construction Improvements Hwy 67 grant agreement and resolution granting authorization for the Chairman to sign the agreement. Motion carried 5-0.

RESOLUTION OF AUTHORIZATION

FRANKLIN COUNTY

BOARD OF COUNTY COMMISSIONERS

WHEREAS, the Florida Department of Transportation has awarded the Franklin County Board of County Commissioners funding from the Small County Road Assistance Program for the survey, design, permitting and preparation of construction plans and bid documents to widen and resurface CR 67 from Crooked River Bridge to State Forest Road 166 along with construction of the improvements (Financial Project Number 440644-2-54-01), and

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE FRANKLIN COUNTY BOARD OF COUNTY COMMISSISONERS, that the Chairman is hereby authorized to sign the Small County Road Assistance Program contract for the survey, design, permitting and preparation of construction plans and bid documents for the widening and resurfacing of CR 67 from Crooked River Bridge to State Forest Road 166 along with construction of the improvements (Financial Project Number 440644-2-54-01).

c. BOARD ACTION: Approval of FDOT SCRAP Design Grant Hwy 67 SFR 166-172 Franklin County has received a grant from the Florida Department of Transportation to fund the design costs to

widen and resurface approximately 1.8 miles of Highway 67 from State Forest Road 166 on to State Forest Road 172. This project is fully funded by the state grant and is expected to cost \$142,069.

Board action to approve the attached grant agreement and resolution granting authorization for the chairman to sign the agreement.

On a motion by Commissioner Boldt, seconded by Commissioner Ward, and by a unanimous vote of the Board present, the Board approved the FDOT SCRAP Design Grant Hwy 67 SFR 166-172 grant agreement and resolution granting authorization for the chairman to sign the agreement. Motion carried 5-0.

**RESOLUTION OF AUTHORIZATION
FRANKLIN COUNTY
BOARD OF COUNTY COMMISSIONERS**

WHEREAS, the Florida Department of Transportation has awarded the Franklin County Board of County Commissioners funding from the Small County Road Assistance Program for the survey, design, permitting and preparation of construction plans and bid documents to widen and resurface CR 67 from State Forest Road 166 to State Forest Road 172 (Financial Project Number 440644-3-34-01), and

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS, that the Chairman is hereby authorized to sign the Small County Road Assistance Program contract for the survey, design, permitting and preparation of construction plans and bid documents for the widening and resurfacing of CR 67 from State Forest Road 166 to State Forest Road 172 (Financial Project Number 440644-3-34-01).

d. **BOARD INFORMATION: Grant Application Window Opens FRDAP Program**

The grant application window for the 2022/2023 Florida Department of Transportation FRDAP program opens on October 1st and closes on October 15th. The FRDAP program is a competitive award program for enhancements to parks and recreation facilities. A proposed FRDAP project must be for one of the three following categories: acquisition of land for public outdoor recreational purposes, development and/or renovation of land for public outdoor recreational purposes, or construction and/or renovation of a public recreational trail. Grant awards range from \$50,000 to \$200,000. There is no match required for awards of up to \$50,000, a 25% local match requirement from \$50,001 to \$150,000 and a 50% local match requirement for requests more than \$150,000. Are there any parks or projects that come to mind that the Board would like to consider for a FRDAP program application? Recently completed projects in Franklin County through FRDAP funding includes the \$50,000 for a new football/soccer field and basketball court at DW Wilson Park in 2017/2018 and \$50,000 for the relocation of the T-Ball fields, playground enhancements and field netting at Vrooman park in 2015/2016.

Commissioner Ward said that she would like to submit some improvements for Vrooman Park. Chairman Jones said there were some things needed at the Lighthouse Park on St. George Island. Mrs. Griffith said

the county is allowed to apply for two projects. Commissioner Boldt said there may be a property in Lanark Village that a basketball court could be built. He said the number of children there is growing.

Chairman Jones reported that he and Mr. Solomon would be travelling to the Visit Florida Conference and asked if the Board needed to approve the travel expenditure. Mrs. Griffith said the Board would need to be approved and the travel forms for the county would need to be completed.

On a motion by Commissioner Lockley, seconded by Commissioner Parrish, and by a unanimous vote of the Board present, the Board approved the travel expenditure for Chairman Jones and Mr. John Solomon to travel to the Visit Florida Conference.

Chairman Jones called for public comments and there were none.

Motion carried 5-0.

22. County Coordinator – Michael Morón

Action Items

a. Armory Architect Selection: At your last meeting the Board opened and read out loud submissions received for the County's Request for Qualifications advertisement for Fort Coombs Armory architectural services. There were three packets submitted, and of the three, Gilchrist, Ross, Crowe Architects of Tallahassee was the highest ranked firm. If the Board accepts the committee recommendation, staff will setup a meeting as soon as possible to start contract and pricing negotiations and discuss a timeline for the installation of the fire sprinkler system, repainting of the interior and refinishing the floors.

Board action to accept the committee recommendation and start negotiations with Gilchrist, Ross, Crowe Architects of Tallahassee to perform architectural services for the Fort Coombs Armory rehabilitation project.

On a motion by Commissioner Parrish, seconded by Commissioner Lockley, and by a unanimous vote of the Board present, the Board approved acceptance of the committee recommendation and start negotiations with Gilchrist, Ross, Crowe Architects of Tallahassee to perform architectural services for the Fort Coombs Armory rehabilitation project. Motion carried 5-0.

b. COVID-19 Leave Update: The Board, at your last meeting, extended indefinitely, access to the unused remainder of the Federal FFCRA emergency paid sick leave for employees that had not used all the provided 80 hours if an employee was unable to work, including able to telework, because the employee : 1. was subject to a Federal, State or local quarantine or isolation order related to COVID-19 or 2. had been advised by a health care provider to self-quarantine related to COVID-19 or 3. was experiencing COVID-19 symptoms and was seeking a medical diagnosis. Employees would still need to complete the Emergency Paid Sick Leave Request Form for eligible reasons 1-3 above to utilize this leave. During this discussion, the Board requested that I contact the County's Labor Attorney for a recommendation on new employees hired after the March 31, 2021, County's expiration date of this policy entitlement to this leave. Attorney Carson stated that this extension of the FFCRA emergency paid sick leave does apply to new hires with the same restrictions as employees hired before that date. In his recommendation, Attorney Carson also suggested putting a date specific end to the policy and if there are further extensions from that date, restricting it to current employees.

Board discussion and direction.

On a motion by Commissioner Ward, seconded by Commissioner Boldt, and by unanimous vote of the Board present, the Board extending the COVID-19 Leave through December 31, 2021.

Commissioner Boldt inquired whether this covered all county employees. Mr. Moron said this applies to all county employees but not those employed by constitutional offices. **Motion carried 5-0.**

c. CACAA Unreimbursed Expenses: As Capital Area Community Action Agency (CACAA) is getting closer to closing out the donated funds account for the Eastpoint Fire survivors, there are three expenses that were paid by CACAA that were never reimbursed from the account. There was some hope from CACAA that the Department of Economic Opportunity (DEO) would provide some additional emergency funds that would cover these expenses therefore more of the donated funds would be spent directly on the survivors. Unfortunately, DEO did not provide those additional emergency funds and since there is only \$30,033.71 remaining in the account, CACAA is submitting the following three expenses for reimbursement, \$1,140.50 for trailer tag registration, \$494.64 for the purchase of Reese Towpower/accessories for the trailers, and \$11,673.00 for the transportation of the travel trailers for a total of \$13,308.14. With the approval of these expenses, there will be \$16,725.57 remaining in the account. Board action to approve reimbursement of \$13,308.14 of expenses, listed above, paid by Capital Area Community Action Agency for the Eastpoint Fire survivors from the donated funds account.

On a motion by Commissioner Parrish, seconded by Commissioner Lockley, and by a unanimous vote of the Board present, the Board approved the reimbursement of \$13,308.14 of expenses, listed above, paid by Capital Area Community Action Agency for the Eastpoint Fire survivors from the donated funds account. Motion carried 5-0.

d. GIS ARPC agreement: Apalachee Regional Planning Council (ARPC) recently informed County staff of their new GIS Specialist. As you know, in 2020 ARPC enhanced the County's GIS map with updated and added Future Land Use, Existing Land Use and other layers. With the Building Department's move to a more robust building permitting software, integration with the County's GIS map will be an important option, therefore updates to the current map is needed. Today I am asking the Board to authorize staff to negotiate an agreement with ARPC that will be presented to you at a future meeting for approval.

Board action to authorize staff to negotiate an agreement with Apalachee Regional Planning Council for updates to the County's GIS map.

On a motion by Commissioner Ward, seconded by Commissioner Boldt, and by a unanimous vote of the Board present the Board authorized staff to negotiate an agreement with Apalachee Regional Planning Council for updates to the County's GIS map. Motion carried 5-0.

e. New EOC Location: Recently, I forwarded the Board a map from the Florida Department of Emergency Management (FDEM) that indicated locations surveyed by FDEM to determine CAT 5 Storm Surge above grade requirements for a new Emergency Operation Center. There were 3 locations surveyed, first is the original location on the airport that has a 5.10' above grade requirement, the second is the intersection of Brownsville Road and Airport Road with an 8.35' above grade requirement, and the third location with a "No Surge" indication, meaning the building can be built on grade, which is slightly north on Highway 65, from Highway 98, before the Landfill, Sheriff's Department, and Road Department. With this information, your staff would like some definite decision on where to design the new EOC so the engineer can start this process. Mr. Collins (AVCON) and I have not been able to meet with FDOT about the possibility of waiving the cost of a lease if the EOC is built on the airport, hopefully that will happen later this week or early next week.

Board action to determine a location for the new Emergency Operation Center.

Item addressed earlier in the meeting.

f. School Board Property: Last week, Chairman Jones and I met with School Superintendent Steve Lanier to discuss the possibility of the School District releasing the 26.93 acres of property adjacent and north of the Sheriff's Department back to the County. Years ago, this property was transferred to the School District from the County as part of an exchange for property in Carrabelle, which is now the Carrabelle Library branch. Mr. Lanier stated that the School District does not have any plans for the use of this property. The County, however, could use this property as a workforce housing project or some other project. The Superintendent is asking for a letter from this Board requesting this property. That letter would be presented to the School Board for consideration.

Board action to authorize the Chairman's signature on a letter to the School Board requesting the transfer of the 26.93 acres of property adjacent to the Sheriff's Department to the County.

On a motion by Commissioner Lockley, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, the Board authorized the Chairman's signature on a letter to the School Board requesting the transfer of the 26.93 acres of property adjacent to the Sheriff's Department to the County.

Mr. Moron said that we will give them an intent of what the land is to be used for. Commissioner Ward said there is a grant from Opportunity Florida that would provide workforce housing. This is money that we could possibly get for homes for law enforcement and teachers. Chairman Jones said basically everything he has read is if we can get the property, we can get grants to build the homes. We just can't use the money to purchase land. All the land can be put in trust, set up to accommodate law enforcement, nursing, and education. Chairman Jones said he is okay with the idea of setting aside a certain number of homes to be used specifically to house educators. Commissioner Ward said she would like to know what strings are attached. Mr. Moron said he is asking for the property to be given back to the county. Commissioner Parrish said he is unaware of the property previously being traded for property in Carrabelle. Now the county always inserts a reverter clause so that the property automatically reverts to the county if not used for the original requested purpose. **Motion carried 5-0.**

g. Franklin School Homecoming Parade Route: As the school year has started, Homecoming events are right around the corner. This year the Homecoming parade will take place on Friday, October 1, 2021, from 1:30 p.m. to 2:15 p.m. The parade will begin at the intersection of CA Gillespie and Highway 98, then travel east on Highway 98 turning onto School Road, ending at the School Road and Highway 98 intersection. Beginning at 1:30 p.m. traffic traveling east will be detoured beginning at the intersection of Highway 98 and Bayshore Drive, turning left onto Bayshore Drive, right onto Old Ferry Dock Road, and continuing until turning left on Ave A and right onto 1st Street. Traffic travelling west will follow the same route turning right onto 1st Street, left onto Ave A, a right turn onto Old Ferry Dock Road, and left onto Bayshore until reaching Highway 98.

Board action to approve the parade and detour routes for the Homecoming Parade.

On a motion by Commissioner Ward, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, the Board approved the parade and detour routes for the Franklin County School Homecoming Parade. Motion carried 5-0.

Informational Items

h. Legislative Budget Projects: Staff was contact by Senator Ausley's and Representative Shoaf's staff with the same message, the Legislative session will start in January 2022 so our Legislative Budget projects funding request will be due sometime in October. The forms are not yet ready, but it is advisable that the County starts thinking of projects to submit to the Legislature for funding as soon as possible. It is possible that projects from both cities and the County would be prioritized and submitted for funding, so a future workshop with the cities might be needed. We can discuss possible projects at the September 21st meeting.

i. Update on Code Enforcement Workshops: The Code Enforcement Workshops, hosted by the Apalachee Regional Planning Council, will start on Thursday, October 14th, (location not yet selected), and continue throughout October, concluding in November. The final report will be submitted to the County on Friday, December 17th, and will be presented to the Board at the December 21st, regular meeting.

j. Update on FWC Bay/Oyster status: At the last meeting, I informed the Board of Commissioner Boldt's meeting with Billy Sermon and BJ Jamison of FWC. The Board discussed Commissioner Boldt's idea of FWC hosting a roundtable of other agencies and partners involved in the re-opening of the Bay for oyster harvesting, then presenting an update at a future BOCC meeting. Before moving forward with this idea, and based on the discussion at the last meeting, I think it would be beneficial if FWC representatives met with each Commissioner and have a similar discussion, then have another discussion at a future BOCC meeting. Let me know when you are available to meet with FWC and I will schedule those meetings.

Commissioner Boldt said that he wants FWC to provide a progress report to the public in layman's terms. Commissioner Parrish said that they may not want a lot of this made public because the information may be exploited.

Chairman Jones recognized a lady in the audience who entered the meeting at this time. Ms. Pamela Vaughn spoke to the Board regarding a property on St. George Island where the owner has built all the way to the bike path. Mr. Moron asked Ms. Vaughn if she would be willing to meet with Chairman Jones and himself to review the matter. She said that she would, and Mr. Moron said he will be in touch with her.

23. County Attorney – Michael Shuler

Action Item:

2. Saunders Trust and Terra More Development vs. Franklin County – Possible Attorney Fee Claim

The Court recently upheld the Board's denial of the Saunders' request to change the land use and rezone their property in Lanark Village, Florida from residential to commercial.

The statute allows the Board to seek reimbursement or its attorney fees, but I recommend that the Board not do so. The Board has never sought to claim attorney fees against any other constituent who exercised their right to seek judicial review of the Board's planning decisions. Both the Saunders' and their counsel acted professionally and your constituents in Lanark Village are very happy not to have a Dollar General Store.

A further consideration: the amount of time that I spent defending the case was less than \$5,000.00 and I am reasonably confident that you would spend an equivalent amount pursuing an attorney fee claim. You cannot claim less spent pursuing an attorney fee claim. I'm confident that the Saunders spent considerably more on the matter than the County did for attorney fees and expert fees. I've spoken with opposing counsel and the Saunders are not appealing the court's decision.

Board Action Requested: Motion to not to pursue attorney fees against the Plaintiffs.

On a motion by Commissioner Boldt, seconded by Commissioner Lockley, and by a unanimous vote of the Board present, the Board approved not pursuing attorney fees against the Plaintiffs.

Commissioner Ward stated the reason for the Board approving this is because the litigation costs would most likely exceed the reimbursement. Attorney Shuler agreed. **Motion carried 5-0.**

3. Alligator Point Multi Use Path Bid Mistake – Requesting Board Waiver of Bid Informality

RECOMMENDATION: For the reasons stated herein, Pigott's omission of the five documents providing certain certifications, disclosures and declarations is a waivable immaterial informality which does not affect the price of the bid or the specifications of the work to be performed and the omission did not provide an unfair competitive advantage to Pigott Over other bidders.

SUGGESTED MOTION: Motion to waive Pigott's technical omission of the five documents stated herein, to accept their bid and allow Pigott the opportunity to complete the five forms; to wit.

1. Certification regarding debarment, suspension, ineligibility, and voluntary exclusion.
2. Certification for disclosure of lobbying activities on federal aid contracts.
3. LAP certification of current capacity.
4. Non-collusion declaration and compliance with 49 CFR s.29
5. Disclosure of lobbying activities.

On a motion by Commissioner Ward, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, the Board approved waiving Pigott's technical omission of the five documents stated herein, to accept their bid and allow Pigott the opportunity to complete the five forms listed above. Motion carried 5-0.

Commissioners' Comments & Adjournment

24. **Commissioners' Comments**

Commissioner Boldt provided the Board with a photo of the road repair at Alligator Point. Commissioner Boldt provided the Board with a financial report from the St. James Lanark VFD. He said that he is going to empower the constituents of Lanark Village in reestablishing the fire department.

25. **Adjournment**

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

Ricky Jones – Chairman

Attest:

Michele Maxwell - Clerk of Courts

MICHELE MAXWELL

FRANKLIN COUNTY
CLERK OF THE CIRCUIT COURT

33 MARKET STREET, SUITE 203
APALACHICOLA, FLORIDA 32320

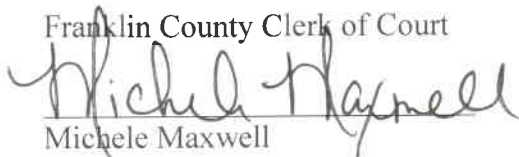


(850) 653-8861
FAX (850) 653-2261

DATE: September 14, 2021
TO: Michael Moron
FROM: Michele Maxwell, Clerk
SUBJECT: Clerks report to the Board on September 21, 2021

I am requesting the Board to schedule a meeting on September 30, 2021 to end the year and pay county bills.

Franklin County Clerk of Court


Michele Maxwell

September 21, 2021
 Franklin County Road Department
 Detail of Work Performed and Material Hauled by District
 Detail from 9/2/2021 - 9/15/2021

District 1

Work Performed:

<u>Work Performed:</u>	<u>Date</u>	<u>Road</u>
Cut grass along shoulders of road on county right of way	9/2/2021	Patton Drive
Cut grass along shoulders of road on county right of way	9/2/2021	Avenue A (District 1)
Cut grass along shoulders of road on county right of way	9/2/2021	1st Street
Cut grass along shoulders of road on county right of way	9/2/2021	Millender Street
Cut grass along shoulders of road on county right of way	9/2/2021	Avenue D
Cut grass along shoulders of road on county right of way	9/2/2021	Hatfield Street
Cut grass along shoulders of road on county right of way	9/2/2021	South Franklin Street
Cut grass along shoulders of road on county right of way	9/2/2021	Creamer Street
Cut grass along shoulders of road on county right of way	9/2/2021	Begonia Street
VMS Work, Cut Grass, Blowed Sidewalks, Cleaned ditches, Litter pickup	9/2/2021	US HWY 98 (Eastpoint, Jones)
VMS Work, Cut Grass, Blowed Sidewalks, Cleaned ditches, Litter pickup	9/2/2021	US HWY 98 (Eastpoint, Jones)
VMS Work, Cut Grass, Blowed Sidewalks, Cleaned ditches, Litter pickup	9/2/2021	US HWY 98 (Eastpoint, Jones)
Cut grass along shoulders of road on county right of way	9/2/2021	Shuler Avenue
Pot hole Repair (Fill)	9/7/2021	W 8th Street
Box drag	9/7/2021	W 9th Street
Box drag	9/7/2021	W Sawyer Street
Box drag	9/7/2021	Nedley Street
Box drag	9/7/2021	Bradford Street
Box drag	9/7/2021	Brown Street
Box drag	9/7/2021	E Sawyer Street
Box drag	9/7/2021	W 12th Street
Box drag	9/7/2021	W 6th Street
Box drag	9/7/2021	W 5th Street
Box drag	9/7/2021	W 4th Street
Box drag	9/7/2021	W 3rd Street
Pot hole Repair (Fill)	9/7/2021	W 11th Street
Box drag	9/7/2021	Porter Street
Pot hole Repair (Fill)	9/7/2021	W 9th Street
Graded Road(s)	9/7/2021	Howell Street
Pot hole Repair (Fill)	9/7/2021	W 10th Street
Pot hole Repair (Fill)	9/7/2021	W 5th Street
Graded Road(s)	9/7/2021	W Pine Avenue
Graded Road(s)	9/7/2021	W 9th Street
Graded Road(s)	9/7/2021	W 6th Street
Graded Road(s)	9/7/2021	W 5th Street
Graded Road(s)	9/7/2021	Palmer Street
Graded Road(s)	9/7/2021	Gilbert Street
Graded Road(s)	9/7/2021	Wing Street
Graded Road(s)	9/7/2021	Patton Street
Box drag	9/7/2021	W Bay Shore Drive
Graded Road(s)	9/7/2021	McCloud Street
Pot hole Repair (Fill)	9/7/2021	W 7th Street

District 1**Work Performed:**

<u>Work Performed:</u>	<u>Date</u>	<u>Road</u>
Box drag	9/7/2021	Bledsoe Street
Box drag	9/7/2021	Gunn Street
Box drag	9/7/2021	Akel Street
Box drag	9/7/2021	Marks Street
Graded Road(s)	9/7/2021	Buck Street, St. George Island
Pot hole Repair (Fill)	9/7/2021	Gander Street
Pot hole Repair (Fill)	9/7/2021	W 8th Street
Pot hole Repair (Fill)	9/7/2021	W 7th Street
Pot hole Repair (Fill)	9/7/2021	W 11th Street
Pot hole Repair (Fill)	9/7/2021	W 10th Street
Pot hole Repair (Fill)	9/7/2021	W 9th Street
Pot hole Repair (Fill)	9/7/2021	W 8th Street
Pot hole Repair (Fill)	9/7/2021	W 8th Street
Pot hole Repair (Fill)	9/7/2021	W 5th Street
Pot hole Repair (Fill)	9/7/2021	W 11th Street
Pot hole Repair (Fill)	9/7/2021	W Bay Shore Drive
Pot hole Repair (Fill)	9/7/2021	W 1st Street
Pot hole Repair (Fill)	9/7/2021	E 2nd Street
Pot hole Repair (Fill)	9/7/2021	E 3rd Street
Pot hole Repair (Fill)	9/7/2021	E 6th Street
Pot hole Repair (Fill)	9/7/2021	E 5th Street
Pot hole Repair (Fill)	9/7/2021	W 7th Street
Pot hole Repair (Fill)	9/7/2021	Gander Street
Pot hole Repair (Fill)	9/7/2021	W 2nd Street
Pot hole Repair (Fill)	9/7/2021	W 11th Street
Pot hole Repair (Fill)	9/7/2021	W 10th Street
Pot hole Repair (Fill)	9/7/2021	W 9th Street
Graded Road(s)	9/7/2021	E Pine Avenue
Pot hole Repair (Fill)	9/7/2021	W 7th Street
Pot hole Repair (Fill)	9/7/2021	W 9th Street
Pot hole Repair (Fill)	9/7/2021	W 1st Street
Pot hole Repair (Fill)	9/7/2021	W 10th Street
Pot hole Repair (Fill)	9/7/2021	W Bay Shore Drive
Pot hole Repair (Fill)	9/7/2021	E 2nd Street
Pot hole Repair (Fill)	9/7/2021	E 6th Street
Pot hole Repair (Fill)	9/7/2021	E 5th Street
Pot hole Repair (Fill)	9/7/2021	E 3rd Street
Pot hole Repair (Fill)	9/7/2021	W 1st Street
Pot hole Repair (Fill)	9/7/2021	W 1st Street
Graded Road(s)	9/7/2021	Randolph Street
Graded Road(s)	9/7/2021	Land Street
Box drag	9/8/2021	E 6th Street
Graded Road(s)	9/8/2021	E 9th Street
Graded Road(s)	9/8/2021	E 7th Street
Graded Road(s)	9/8/2021	E 5th Street
Graded Road(s)	9/8/2021	W 10th Street
Graded Road(s)	9/8/2021	W 8th Street
Graded Road(s)	9/8/2021	W 7th Street
Box drag	9/8/2021	E 4th Street

District 1**Work Performed:**

	<u>Date</u>	<u>Road</u>
Box drag	9/8/2021	E 7th Street
Box drag	9/8/2021	E 8th Street
Box drag	9/8/2021	E 9th Street
Box drag	9/8/2021	E 10th Street
Box drag	9/8/2021	Bell Street
Box drag	9/8/2021	Baine Street
Sign Maintenance	9/9/2021	W 3rd Street
Sign Maintenance	9/9/2021	W Gorrie Drive
Pot hole Repair (Fill)	9/13/2021	Millender Street
Pot hole Repair (Fill)	9/13/2021	Millender Street
Pot hole Repair (Fill)	9/13/2021	Millender Street
Flagged	9/14/2021	N Bay Shore Drive
Flagged	9/14/2021	Live Oak Street
Flagged	9/14/2021	Old Ferry Dock Road
Cleaned ditches, Dig out ditches	9/14/2021	Old Ferry Dock Road
Cleaned ditches, Dig out ditches	9/14/2021	Live Oak Street
Cleaned ditches, Dig out ditches	9/14/2021	N Bay Shore Drive
Cleaned out culverts	9/15/2021	Live Oak Street
Cleaned out culverts	9/15/2021	Live Oak Street
Cleaned out culverts	9/15/2021	Live Oak Street

0**Material HAUL From:**

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Ditch Dirt	9/14/2021	Live Oak Street	9	0
Ditch Dirt	9/14/2021	Old Ferry Dock Road	9	0
Ditch Dirt	9/14/2021	Adams Street	18	0

Ditch Dirt**TOTAL****36 0****Material HAUL To:**

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Cold Mix, Asphalt	9/13/2021	Millender Street	1	0
Cold Mix, Asphalt	9/13/2021	Millender Street	1	0

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

Dirty 89 Lime Rock	9/7/2021	Howell Street	18	0
Dirty 89 Lime Rock	9/7/2021	Patton Street	18	0
Dirty 89 Lime Rock	9/7/2021	E Pine Avenue	18	0
Dirty 89 Lime Rock	9/7/2021	Patton Street	18	0
Dirty 89 Lime Rock	9/7/2021	Wing Street	18	0
Dirty 89 Lime Rock	9/7/2021	E Pine Avenue	18	0
Dirty 89 Lime Rock	9/7/2021	W 9th Street	9	0
Dirty 89 Lime Rock	9/7/2021	W 6th Street	9	0
Dirty 89 Lime Rock	9/7/2021	E Pine Avenue	18	0
Dirty 89 Lime Rock	9/7/2021	Howell Street	18	0
Dirty 89 Lime Rock	9/7/2021	W Pine Avenue	18	0
Dirty 89 Lime Rock	9/7/2021	W Sawyer Street	18	0
Dirty 89 Lime Rock	9/7/2021	W Pine Avenue	18	0

Dirty 89 Lime Rock**TOTAL****216 0**

Milled Asphalt	9/7/2021	Gander Street	18	0
Milled Asphalt	9/7/2021	E 2nd Street	2	0
Milled Asphalt	9/7/2021	E 6th Street	2	0

District 1**Material HAUL To:**

<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
9/7/2021	W 2nd Street	2	0
9/7/2021	E 3rd Street	2	0
9/7/2021	W 10th Street	2	0
9/7/2021	E 5th Street	2	0
9/7/2021	W 9th Street	2	0
9/7/2021	W 8th Street	2	0
9/7/2021	W 7th Street	2	0
9/7/2021	W 5th Street	2	0
9/7/2021	W 1st Street	2	0
9/7/2021	Gander Street	1	0
9/7/2021	W Bay Shore Drive	2	0
9/7/2021	W 11th Street	2	0
9/8/2021	E 7th Street	18	0
9/8/2021	E 9th Street	18	0
9/8/2021	W 10th Street	18	0
9/8/2021	E 4th Street	18	0
9/8/2021	W 7th Street	18	0
Milled Asphalt	TOTAL	135	0

District 2**Work Performed:**

<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
9/2/2021	Jeff Sanders Road		
9/8/2021	County Roads, Lanark		
9/8/2021	West Drive		
9/8/2021	Maxine Road		
9/8/2021	Maxine Road		
9/8/2021	County Roads, Carrabelle, Bert B. Boldt II		
9/8/2021	Kendrick Road		
9/8/2021	West Drive		
9/8/2021	Kendrick Road		
9/8/2021	County Roads, Alligator Point		
9/9/2021	CR67		
9/9/2021	Jeff Sanders Road		
9/10/2021	Pinewood Avenue (Oak St/Louisiana Ave)		
9/10/2021	Alligator Drive		
9/14/2021	Baywood Drive (City of Carrabelle)		
9/15/2021	Jeff Sanders Road		
		0	

Material HAUL To:

<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
9/8/2021	Maxine Road	2	0
9/8/2021	Kendrick Road	2	0
9/8/2021	West Drive	3	0
9/10/2021	Alligator Drive	3	0
Cold Mix, Asphalt	TOTAL	10	0

District 3**Material HAUL To:**

<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
9/9/2021	6th Street (City of Apalachicola)	9	0
Milled Asphalt	TOTAL	9	0

District 4**Work Performed:**

<u>Date</u>	<u>Road</u>
Weed Eat & Cut Grass around signs & Culverts	9/2/2021 Squire Road
Weed Eat & Cut Grass around signs & Culverts, Cut grass along shoulders of road on county right of way, Cut grass in ditches	9/2/2021 Squire Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	9/2/2021 Squire Road
Pot hole Repair (Fill)	9/7/2021 Peachtree Road
Cut grass along shoulders of road on county right of way	9/7/2021 Magnolia Lane
Cut grass along shoulders of road on county right of way	9/7/2021 Bluff Road
Cut grass along shoulders of road on county right of way	9/7/2021 Waddell Road
Cut grass along shoulders of road on county right of way	9/7/2021 Melanie Lane
Weed Eat & Cut Grass around signs & Culverts	9/7/2021 Pal Rivers Road
Cut grass along shoulders of road on county right of way	9/7/2021 Pal Rivers Road
Weed Eat & Cut Grass around signs & Culverts	9/7/2021 Brownsville Road
Litter Pickup	9/7/2021 Brownsville Road
Litter Pickup	9/7/2021 Pal Rivers Road
Pot hole Repair (Fill)	9/7/2021 Peachtree Road
Weed Eat & Cut Grass around signs & Culverts	9/7/2021 26th Avenue
Weed Eat & Cut Grass around signs & Culverts	9/7/2021 Pal Rivers Road
Litter Pickup	9/7/2021 26th Avenue
Litter Pickup	9/7/2021 Brownsville Road
Pot hole Repair (Fill)	9/7/2021 Peachtree Road
Cut grass along shoulders of road on county right of way	9/7/2021 26th Avenue
Litter Pickup	9/7/2021 26th Avenue
Litter Pickup	9/7/2021 Pal Rivers Road
Cut grass along shoulders of road on county right of way	9/7/2021 Roundabout between Pal Rivers Rd & Brown
Pot hole Repair (Fill)	9/7/2021 Peachtree Road
Cut grass along shoulders of road on county right of way	9/7/2021 Pal Rivers Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	9/8/2021 Squire Road
Cut grass along shoulders of road on county right of way	9/8/2021 Pine Log Road
Cut grass along shoulders of road on county right of way	9/8/2021 Bluff Road
Cut grass along shoulders of road on county right of way, Litter Pickup, Weed Eat & Cut Grass around signs & Culverts	9/8/2021 Long Road
Cut grass along shoulders of road on county right of way, Litter Pickup, Weed Eat & Cut Grass around signs & Culverts	9/8/2021 Linden Road
Cut grass along shoulders of road on county right of way, Litter Pickup, Weed Eat & Cut Grass around signs & Culverts	9/8/2021 Squire Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	9/8/2021 Long Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	9/8/2021 Linden Road
Cut grass along shoulders of road on county right of way	9/8/2021 Paradise Lane
Weed Eat & Cut Grass around signs & Culverts	9/9/2021 Long Road
Litter Pickup	9/9/2021 Peachtree Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	9/9/2021 Peachtree Road
Litter Pickup	9/9/2021 Pine Log Road
Litter Pickup	9/9/2021 Bluff Road
Litter Pickup	9/9/2021 Bayview Drive
Litter Pickup, Weed Eat & Cut Grass around signs & Culverts	9/9/2021 Highland Park Road
Litter Pickup, Weed Eat & Cut Grass around signs & Culverts	9/9/2021 Rosemont Street
Litter Pickup, Weed Eat & Cut Grass around signs & Culverts	9/9/2021 Connector Road

District 4**Work Performed:**

<u>Work Performed:</u>	<u>Date</u>	<u>Road</u>
Litter Pickup	9/9/2021	Bluff Road
Litter Pickup	9/9/2021	Pine Log Road
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	9/9/2021	Long Road
Cut Trees down and removed	9/9/2021	Bayview Drive
Weed Eat & Cut Grass around signs & Culverts	9/9/2021	Brownsville Road
Litter Pickup	9/9/2021	Brownsville Road
Litter Pickup	9/9/2021	Kevin Road
Litter Pickup	9/9/2021	Jackie Whitehurst Street
Sign Maintenance	9/9/2021	Squire Road
Litter Pickup	9/9/2021	Brownsville Road
Cut grass along shoulders of road on county right of way, Litter Pickup	9/9/2021	Brownsville Road
Litter Pickup	9/9/2021	Brownsville Road
Litter Pickup, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	9/9/2021	Peachtree Road
Litter Pickup	9/10/2021	Brownsville Road
Litter Pickup, Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts	9/10/2021	Rosemont Street
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	9/10/2021	Connector Road
Litter Pickup, Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts	9/10/2021	Connector Road
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	9/10/2021	Cypress Street
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	9/10/2021	Pinewood Street
Litter Pickup, Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts	9/10/2021	Highland Park Road
Cut grass along shoulders of road on county right of way	9/10/2021	Smith Road
Litter Pickup	9/10/2021	Connector Road
Cut grass along shoulders of road on county right of way	9/10/2021	Bay City Road
Litter Pickup	9/10/2021	Bay City Road
Litter Pickup, Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts	9/10/2021	Cypress Street
Litter Pickup	9/10/2021	Pinewood Street
Litter Pickup, Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts	9/10/2021	Pinewood Street
Litter Pickup	9/10/2021	Highland Park Road
Litter Pickup, Cut Trees down and removed	9/10/2021	Bay City Road
Weed Eat & Cut Grass around signs & Culverts	9/10/2021	Highland Park Road
Cut grass along shoulders of road on county right of way	9/10/2021	Thomas Drive
Cut grass along shoulders of road on county right of way	9/10/2021	Cypress Street
Cut grass along shoulders of road on county right of way	9/10/2021	Air Port Road
Cut grass along shoulders of road on county right of way	9/10/2021	Connector Road
Cut grass along shoulders of road on county right of way	9/10/2021	Rosemont Street
Cut grass along shoulders of road on county right of way	9/10/2021	Highland Park Road
Cut grass along shoulders of road on county right of way	9/10/2021	Apalachee Street
Cut grass along shoulders of road on county right of way	9/10/2021	Alan Drive
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	9/10/2021	Rosemont Street
Cut grass along shoulders of road on county right of way	9/10/2021	Chapman Road
Cut grass along shoulders of road on county right of way	9/10/2021	Jackie Whitehurst Street
Cut grass along shoulders of road on county right of way	9/10/2021	Bay City Road
Cut grass along shoulders of road on county right of way	9/10/2021	Bayshore Drive
Cut grass along shoulders of road on county right of way	9/10/2021	Marks Street

District 4**Work Performed:**

<u>Work Performed:</u>	<u>Date</u>	<u>Road</u>
Cut grass along shoulders of road on county right of way	9/10/2021	Highland Park Road
Cut Trees down and removed	9/10/2021	Bay City Road
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	9/10/2021	Highland Park Road
Weed Eat & Cut Grass around signs & Culverts	9/13/2021	Bluff Road
Cut grass along shoulders of road on county right of way	9/13/2021	Hathcock Road
Cut Trees down and removed	9/13/2021	Bay City Road
Cut grass along shoulders of road on county right of way, Litter Pickup, Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	9/13/2021	Peachtree Road
Weed Eat & Cut Grass around signs & Culverts	9/13/2021	Bay City Road
Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	9/13/2021	Peachtree Road
Cut grass along shoulders of road on county right of way, Litter Pickup	9/13/2021	Hathcock Road
Litter Pickup, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	9/13/2021	Bluff Road
Weed Eat & Cut Grass around signs & Culverts	9/13/2021	Bay City Road
Cut Trees down and removed	9/13/2021	Bay City Road
Cut grass along shoulders of road on county right of way	9/13/2021	Field on Pal Rivers Road
Cut grass along shoulders of road on county right of way	9/13/2021	Pal Rivers Road
Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	9/13/2021	Bluff Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup, Cut grass in ditches	9/14/2021	Hathcock Road
Cut grass in ditches, Litter Pickup	9/14/2021	Bluff Road
Cut grass along shoulders of road on county right of way, Litter Pickup, Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	9/14/2021	Linden Road
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches, Litter Pickup	9/14/2021	Bluff Road
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches, Litter Pickup	9/14/2021	Pal Rivers Road
Weed Eat & Cut Grass around signs & Culverts	9/14/2021	Bay City Road
Weed Eat & Cut Grass around signs & Culverts	9/14/2021	Jackie Whitehurst Street
Cut grass along shoulders of road on county right of way, Litter Pickup, Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	9/14/2021	Hathcock Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup, Cut grass in ditches	9/14/2021	Linden Road
Weed Eat & Cut Grass around signs & Culverts	9/14/2021	Jackie Whitehurst Street
Weed Eat & Cut Grass around signs & Culverts	9/14/2021	Bay City Road
Sign Maintenance	9/14/2021	Melanie Lane
Weed Eat & Cut Grass around signs & Culverts	9/15/2021	Jackie Whitehurst Street
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	9/15/2021	Hathcock Road
Cut grass along shoulders of road on county right of way	9/15/2021	Abercrombie Lane
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	9/15/2021	Hathcock Road
Cut grass along shoulders of road on county right of way	9/15/2021	Johnson Lane
Weed Eat & Cut Grass around signs & Culverts	9/15/2021	Oak Drive
Weed Eat & Cut Grass around signs & Culverts	9/15/2021	Oak Drive
Weed Eat & Cut Grass around signs & Culverts	9/15/2021	Jackie Whitehurst Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	9/15/2021	Oak Street
Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	9/15/2021	Pal Rivers Road
Cut grass along shoulders of road on county right of way	9/15/2021	Linden Road

District 4**Work Performed:****Date****Road****0****Material HAUL From:****Date****Road****Cubic Yards****Tons**

Litter	9/7/2021	Brownsville Road	1	0
Litter	9/7/2021	26th Avenue	1	0
Litter	9/7/2021	Pal Rivers Road	1	0
Litter	9/8/2021	Long Road	0.330000013	0
Litter	9/8/2021	Squire Road	0.330000013	0
Litter	9/8/2021	Linden Road	0.330000013	0
Litter	9/9/2021	Pine Log Road	5	0
Litter	9/9/2021	Bluff Road	5	0
Litter	9/9/2021	Pine Log Road	2	0
Litter	9/9/2021	Bluff Road	1	0
Litter	9/9/2021	Peachtree Road	4	0
Litter	9/10/2021	Connector Road	0.5	0
Litter	9/10/2021	Brownsville Road	0.5	0
Litter	9/10/2021	Bay City Road	0.5	0
Litter	9/10/2021	Pinewood Street	0.5	0
Litter	9/10/2021	Highland Park Road	0.5	0
Litter	9/10/2021	Rosemont Street	1	0
Litter	9/10/2021	Highland Park Road	0.5	0
Litter	9/10/2021	Connector Road	0.5	0
Litter	9/10/2021	Cypress Street	1	0
Litter	9/13/2021	Bluff Road	1	0
Litter	9/13/2021	Peachtree Road	4	0
Litter	9/13/2021	Hathcock Road	2	0
Litter	9/13/2021	Peachtree Road	2	0
Litter	9/14/2021	Linden Road	1	0
Litter	9/14/2021	Linden Road	1	0
Litter	9/14/2021	Hathcock Road	1	0
Litter	9/14/2021	Pal Rivers Road	1	0
Litter	9/14/2021	Bluff Road	0.5	0
Litter	9/14/2021	Hathcock Road	1	0
Litter	9/15/2021	Pal Rivers Road	1	0

Litter		TOTAL	41.99000004	0
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Material HAUL To:**Date****Road****Cubic Yards****Tons**

Milled Asphalt	9/7/2021	Peachtree Road	2	0
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Milled Asphalt		TOTAL	2	0
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District 5**Work Performed:****Date****Road**

Cut grass along shoulders of road on county right of way	9/2/2021	Avenue A (District 5)		
Cut grass along shoulders of road on county right of way	9/2/2021	4th Street		
VMS Work, Cut Grass, Blowed Sidewalks, Cleaned ditches, Litter pickup	9/2/2021	US HWY 98 (Eastpoint, Ward)		
VMS Work, Cut Grass, Blowed Sidewalks, Cleaned ditches, Litter pickup	9/2/2021	US HWY 98 (Eastpoint, Ward)		
VMS Work, Cut Grass, Blowed Sidewalks, Cleaned ditches, Litter pickup	9/2/2021	US HWY 98 (Eastpoint, Ward)		
Graded Road(s)	9/7/2021	Bruce Avenue		

District 5**Work Performed:**

<u>Work Performed:</u>	<u>Date</u>	<u>Road</u>
Box drag	9/7/2021	Cook Street
Pot hole Repair (Fill)	9/8/2021	Carrabelle Beach Drive
Cemetery, Cut, Raked & Cleaned	9/8/2021	Eastpoint Cemetery
Pot hole Repair (Fill)	9/8/2021	Carlton Millender Road
Pot hole Repair (Fill)	9/8/2021	Carrabelle Beach Drive
Checked county roads for safety of traveling for public	9/8/2021	County Roads, Carrabelle, Jessica Ward
Pot hole Repair (Fill)	9/8/2021	Carlton Millender Road
Checked county roads for safety of traveling for public	9/9/2021	Gardners Landing Road
Checked county roads for safety of traveling for public	9/9/2021	Sand Beach Road
Cemetery, Cut, Raked & Cleaned	9/9/2021	Eastpoint Cemetery
Checked county roads for safety of traveling for public	9/9/2021	Hickory Landing Road (Forestry Road #101-B)
Checked county roads for safety of traveling for public	9/9/2021	Wright Lake Road (Forestry Road #101)
Checked county roads for safety of traveling for public	9/9/2021	Bloody Bluff Road
Checked county roads for safety of traveling for public	9/9/2021	Brick Yard Road (Forestry Road #129)
Pot hole Repair (Fill)	9/13/2021	Bear Creek Rd
Pot hole Repair (Fill)	9/13/2021	Wilderness Road
Box drag	9/13/2021	Sand Beach Road
Pot hole Repair (Fill)	9/13/2021	Bear Creek Rd
Pot hole Repair (Fill)	9/13/2021	Wilderness Road
Box drag	9/13/2021	Jeffie Tucker Road
Graded Road(s)	9/13/2021	Gardners Landing Road
Pot hole Repair (Fill)	9/13/2021	Wilderness Road
Graded Road(s)	9/13/2021	Brick Yard Road (Forestry Road #129)
Pot hole Repair (Fill)	9/13/2021	Bear Creek Rd
Box drag	9/13/2021	North Road
Graded Road(s)	9/13/2021	Wright Lake Road (Forestry Road #101)
Pot hole Repair (Fill)	9/13/2021	Bear Creek Rd
Graded Road(s)	9/13/2021	Bloody Bluff Road
Graded Road(s), Road Repair	9/14/2021	Gardners Landing Road
Cleaned out culverts	9/14/2021	Lighthouse Road (Do not use anymore)
Cleaned out culverts	9/14/2021	Sybil Court
Cleaned out culverts	9/14/2021	Sybil Court
Checked county roads for safety of traveling for public	9/15/2021	Mill Road
Cleaned out culverts	9/15/2021	Sybil Court
Cleaned out culverts	9/15/2021	Sybil Court
Cut grass along shoulders of road on county right of way	9/15/2021	Whispering Pines Drive
Cut grass along shoulders of road on county right of way	9/15/2021	Longwood Court
Cut grass along shoulders of road on county right of way	9/15/2021	Timber Ridge Court
Cut grass along shoulders of road on county right of way	9/15/2021	Cypress Lane
Cleaned out culverts	9/15/2021	Sybil Court

0

Material HAUL To:

<u>Material HAUL To:</u>	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Cold Mix, Asphalt	9/8/2021	Carrabelle Beach Drive	2	0
Cold Mix, Asphalt	9/8/2021	Carlton Millender Road	2	0
Cold Mix, Asphalt	9/13/2021	Wilderness Road	1	0
Cold Mix, Asphalt	9/13/2021	Bear Creek Rd	1	0
Cold Mix, Asphalt	9/13/2021	Wilderness Road	1	0
Cold Mix, Asphalt	9/13/2021	Bear Creek Rd	1	0

District 5

Material HAUL To:

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Cold Mix, Asphalt		TOTAL	8	0
Dirty 89 Lime Rock	9/13/2021	Bloody Bluff Road	18	0
Dirty 89 Lime Rock	9/13/2021	Gardners Landing Road	18	0
Dirty 89 Lime Rock	9/13/2021	Brick Yard Road (Forestry Road #129)	36	0
Dirty 89 Lime Rock	9/13/2021	Gardners Landing Road	18	0
Dirty 89 Lime Rock	9/13/2021	Brick Yard Road (Forestry Road #129)	36	0
Dirty 89 Lime Rock	9/14/2021	Gardners Landing Road	36	0
Dirty 89 Lime Rock		TOTAL	162	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: September 21, 2021

TIME: 9:00 A.M.

SUBJECT(S):

FOR BOARD INFORMATION:

September 1st – September 10th RIGHT-OF-WAY DEBRIS PICKUP

Apalachicola	Eastpoint	St George Island	Carrabelle	Lanark	Alligator Point
73.44 TONS	10.23 TONS	1.71 TONS	7.83 TONS	11.33 TONS	77.05 TONS

RECYCLE MATERIAL HAULED

	Apalachicola	Eastpoint	St George Island	Carrabelle	Lanark	Alligator Point	St James
Cardboard	4.30 TONS	6.29 TONS	5.88 TONS	-0- TONS	-0- TONS	-0- TONS	-0- TONS
Plastic, Paper, Glass, Aluminum	-0-TONS	-0- TONS	-0-TONS	-0-TONS	-0-TONS	-0-TONS	-0-TONS

REQUESTED ACTION: None

**GULF CONSORTIUM SUBRECIPIENT AGREEMENT NO. 210029073.01
PURSUANT TO
THE RESTORE ACT SPILL IMPACT COMPONENT AND THE STATE OF FLORIDA
STATE EXPENDITURE PLAN**

1. Subrecipient name (which must match the registered name in DUNS): Franklin County
2. Subrecipient’s DUNS number (see 2 C.F.R. § 200.32 “Data Universal Numbering System (DUNS) number”): **COUNTY TO PROVIDE**
3. Federal Award Identification Number (FAIN): GNSSP21FL0029
4. Federal Award Date (see 2 C.F.R. § 200.39 “Federal award date”): August 5, 2021
5. Subaward Period of Performance:

Effective Date: _____ (Date Executed by both Parties)

Project Completion Date: December 31, 2022

6. Total Amount of Federal Funds Subject to Award: \$5,047,064.00
7. Total Amount of Federal Funds Obligated to the Subrecipient: \$5,000,000.00
8. Total Amount of the Federal Award Subject to this Agreement: \$6,284,792.00 (Note – this amount also includes funding to be provided by United States Army Corps of Engineers (USACE), a collaborating federal agency on the project, pursuant to a separate agreement entered into between the Subrecipient and USACE)
9. Federal award project description:

The scope of work for this Project (FSEP No. 7-3) consists of maintenance dredging of two local channels, Eastpoint and Two Mile under USACE direction. Funding is requested for project management and construction (dredging) and surveying (only for Two-Mile Channel). While the primary focus of the project is maintenance dredging to restore navigation depths, the project will also involve the beneficial use placement of the dredged material to create marsh and provide shoreline protection.

10. Name of Federal awarding agency, pass-through entity and contact information for awarding official:

Federal Awarding Agency – Gulf Ecosystem Restoration Council
Pass Through Entity – The Gulf Consortium
Contact Information for Awarding Official of Pass-Through Entity –

Gulf Consortium General Manager
The Balmoral Group
165 Lincoln Avenue
Winter Park, FL 32789
(407) 629-2185
Gulf.Consortium@balmoralgroup.us

11. CFDA Number and Name: 87.052 Gulf Coast Ecosystem Restoration Council Oil Spill Impact Program

12. Identification of whether the award is for research and development (R&D): No

13. Indirect cost rate for the Federal award (including whether the de minimis rate is charged per 2 C.F.R. § 200.414 "Indirect (F&A) costs"): N/A

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ATTACHMENTS:

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ATTACHMENT D-3 ENVIRONMENTAL COMPLIANCE..... D-3-1

THIS SUBRECIPIENT AGREEMENT (hereinafter referred to as “Agreement”) is entered into by and between the **GULF CONSORTIUM**, a legal entity and public body organized and created pursuant to Section 163.01, Florida Statutes (hereinafter referred to as the “Consortium”), and **FRANKLIN COUNTY**, a political subdivision of the State of Florida, with an administrative address at 33 Market Street, Suite 305, Apalachicola, Florida (hereinafter referred to as “Subrecipient”), to provide for the sub-award of funds to Subrecipient made available through Financial Assistance Award FAIN No. GNSSP21FL0029 between the Consortium and the Gulf Coast Ecosystem Restoration Council (hereinafter referred to as the “RESTORE Council”). Collectively, the Consortium and the Subrecipient shall be referred to as “Parties” or individually as a “Party.”

WHEREAS, in July 2012, the *Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012*, Public Law 1113-141, codified at 33 U.S.C. 1321(t) (hereinafter referred to as the “RESTORE Act”) established the Gulf Coast Ecosystem Restoration Council (hereinafter referred to as the “RESTORE Council”) and made funds available for the restoration and protection of the Gulf Coast Region through a trust fund in the Treasury of the United States known as the Gulf Coast Restoration Trust Fund (hereinafter referred to as the “Trust Fund”); and

WHEREAS, pursuant to the RESTORE Act, thirty percent (30%) of the funds available in the Trust Fund are allocated to the Spill Impact Component, under which such funds are made available to the five Gulf Coast states, including Florida, pursuant to an approved State Expenditure Plan that meets the criteria set out in the RESTORE Act at 33 U.S.C. 1321(t)(3)(B)(i), including consistency with the goals and objectives of the RESTORE Council’s Comprehensive Plan; and

WHEREAS, the State of Florida State Expenditure Plan (“FSEP”) was approved by the RESTORE Council on October 1, 2018; and

WHEREAS, FSEP Project No. 7-3 consists of maintenance dredging of two local channels, Eastpoint and Two Mile under USACE direction, and the beneficial use of certain dredged materials resulting from same; and

WHEREAS, on August 5, 2021, the Consortium and the RESTORE Council entered into Financial Assistance Award FAIN No. GNSSP21FL0029 governing the award of funds from the Trust Fund for the purpose of funding all or a portion of FSEP Project No. 7-3, as further described in such Financial Assistance Award and the attachments thereto (the “Project”); and

WHEREAS, the purpose of this Agreement is to provide for the sub-award of funds awarded to the Consortium pursuant to Financial Assistance Award FAIN No. GNSSP21FL0029 to Subrecipient such that Subrecipient may complete the Project, subject to the terms and conditions set forth herein; and

WHEREAS, the Subrecipient represents that they possess the requisite skills, knowledge, financial capability and experience to perform the Project and other activities as provided herein.

NOW, THEREFORE, in consideration of the promises and the mutual benefits to be derived herefrom, the Consortium and the Subrecipient do hereby agree as follows:

SECTION 1. RECITALS.

The above recitals are true and correct and are hereby incorporated herein by reference and made a part of this Agreement.

SECTION 2. GENERAL.

The Subrecipient does hereby agree to perform the Project in accordance with the terms and conditions set forth in this Agreement, Financial Assistance Award FAIN No. GNSSP21FL0029, attached hereto as **Attachment A** (hereinafter the “Financial Assistance Award” or “Award”), including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards set out at 2 CFR part 200 and the RESTORE Council’s Financial Assistance Standard Terms and Conditions; any Special Award Conditions contained in **Attachment B** hereto (hereinafter “Special Award Conditions”); the Gulf Consortium Subrecipient Policy and Grant Manual (available at <https://www.gulfconsortium.org/>); and all other attachments and exhibits hereto.

SECTION 3. TERM.

A. This Agreement shall begin upon execution by both Parties (the “Effective Date”) and shall remain in effect until December 31, 2022 (the “Project Completion Date”), except that the provisions contained within Sections 7, 10, 11, 12, 26, and 29 shall survive the termination of this Agreement.

B. The Subrecipient shall be eligible for reimbursement for work performed on or after the Effective Date through the Project Completion Date. While certain pre-award costs incurred by Subrecipient may be eligible for reimbursement if so indicated within the Financial Assistance Award and approved by the RESTORE Council, Subrecipient assumes the risk for any costs incurred prior to the Effective Date and acknowledges that such costs may not be eligible for reimbursement under this Agreement.

C. All references to days herein shall refer to calendar days unless otherwise indicated.

SECTION 4. CONSIDERATION, COST REIMBURSEMENT, SUPPORTING DOCUMENTATION.

A. As consideration for the satisfactory completion of services rendered by the Subrecipient and subject to the terms and conditions of this Agreement, the Consortium shall pay the Subrecipient, on a cost reimbursement basis, up to a maximum of **\$5,000,000.00** for completion of the Project. It is understood and agreed that any additional funds necessary for the completion of this Project above and beyond this award amount are the sole responsibility of the Subrecipient.

B. The Subrecipient shall be reimbursed on a cost reimbursement basis for eligible and allowable Project costs as such costs are incurred. Reimbursement shall be requested through the Consortium's Grants Management System Portal located at <https://www.gulfconsortium.org/grant-resources> ("Grant Management Portal"), as further described in Section 5 hereof. To be eligible for reimbursement under this Agreement, Subrecipient shall submit sufficient documentation to the satisfaction of the Consortium demonstrating that Subrecipient is legally obligated to pay the costs for which reimbursement is sought. Additionally, all costs for which reimbursement is sought must be in compliance with laws, rules and regulations applicable to expenditures of Federal grant funds, including, but not limited to, 31 C.F.R. Part 34, 2 C.F.R. Part 200, and the RESTORE Council Financial Assistance Standard Terms and Conditions. Advance payment of funds to the Subrecipient under this Agreement shall not be permitted unless expressly approved through a special award condition.

C. All requests for reimbursement under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Consortium no later than thirty (30) days following the Project Completion Date, to assure the availability of funds for payment. All work must be performed on or before the Project Completion Date, and the subsequent thirty (30) day period merely allows the Subrecipient to finalize invoices and backup documentation to support the final payment request.

D. The Consortium requires detailed documentation of all costs for which reimbursement is sought under this Agreement ("Supporting Documentation"). The minimum requirements regarding such Supporting Documentation are set forth in **Attachment C, Supporting Documentation Requirements**. Each payment request submitted by the Subrecipient shall be accompanied by sufficient Supporting Documentation substantiating all costs incurred and for which reimbursement is sought, to the satisfaction of the Consortium. In the event the Consortium determines the Supporting Documentation submitted by the Subrecipient is insufficient to enable it to evaluate the allowability and eligibility of costs, the Subrecipient shall furnish additional Supporting Documentation to the satisfaction of the Consortium.

E. Eligible and allowable costs for reimbursement under this Agreement shall be determined in accordance with 31 C.F.R. Part 34, 2 C.F.R. Part 200, the RESTORE Council Financial Assistance Standard Terms and Conditions, and other applicable laws, rules, and regulations.

F. Accounting. Subrecipient's accounting and financial management system shall comply with 2 C.F.R. Part 200, including but not limited to 2 C.F.R. § 200.302 pertaining to financial management. Subrecipient's accounting and financial management system shall be sufficient to permit the preparation of reports required in connection with this Agreement and the tracing of funds to a level of expenditures adequate to establish that such funds have been used pursuant to the terms of this Agreement. Payments to Subrecipient may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 C.F.R. Part 200, including but not limited to 2 C.F.R. § 200.302. Subrecipient must ensure that all sub-subrecipients comply with the provisions of this paragraph.

G. In the event that the Subrecipient recovers costs incurred under this Agreement and reimbursed by the Consortium from another source, the Subrecipient shall reimburse the Consortium for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Subrecipient to the date repayment is made to the Consortium by the Subrecipient.

H. Retainage. Five percent (5%) of the total amount of RESTORE Act funds subject to the Award shall be retained at the end of the Project until the Grant Administrator verifies that all required work provided for under the Award is complete.

SECTION 5. PROCESSING OF REIMBURSEMENT REQUESTS.

A. No more frequently than on a monthly basis, the Subrecipient may request reimbursement from the Consortium for costs incurred under this Agreement for which the Subrecipient is legally obligated to pay. Additionally, Subrecipient, or the United States Army Corps of Engineers (USACE), may request such advance payments as are described in the Special Award Conditions contained in the Award. Any such advance payment requests shall conform to the terms and conditions for same described in the Special Award Conditions. All payment requests shall be submitted using the Payment Request Form made available through the Grant Management Portal located at <https://www.gulfconsortium.org/grant-resources>, and shall be accompanied with sufficient Supporting Documentation (collectively the Payment Request Form and any Supporting Documentation shall hereinafter be referred to as the "Payment Request"). Additionally, at the time of each Payment Request, Subrecipient shall submit a "Progress Report" utilizing a form for same made available through the Grant Management Portal, which shall describe the work performed for which reimbursement is being requested.

B. Within ten (10) days after receipt of the Payment Request, the Consortium shall, in its sole discretion, determine if the Payment Request, or any portion thereof, is acceptable and in strict compliance with the terms of this Agreement. If it is determined there are any errors in the Payment Request or if additional Supporting Documentation is required, the Consortium shall notify the Subrecipient within fifteen (15) days of receipt of such Payment Request. The Subrecipient shall submit a revised Payment Request within ten (10) days of receipt of notice from the Consortium. The Consortium reserves the right to delay or deny any Payment Request containing errors or lacking sufficient Supporting Documentation until such deficiencies are corrected to the satisfaction of the Consortium.

C. Upon determination by the Consortium that the Payment Request is sufficient, the Consortium shall initiate the reimbursement process through the RESTORE Council in accordance with the RESTORE Council Financial Assistance Standard Terms and Conditions and the Consortium's applicable policies and procedures. Within ten (10) days of the Consortium's receipt of the funds subject to the Payment Request from the RESTORE Council, the Consortium shall remit such funds to the Subrecipient.

D. If applicable, program income must be disbursed before the Subrecipient requests funds from the Consortium.

SECTION 6. PAYMENTS TO SUBRECIPIENT SUBJECT TO AVAILABILITY OF FUNDS.

The Consortium’s performance and obligation to pay Subrecipient under this Agreement is expressly contingent upon the Consortium’s actual receipt of applicable funding from the RESTORE Council. Authorization for continuation and completion of work and payment associated therewith may be rescinded by the Consortium at its discretion, upon proper notice to Subrecipient, if RESTORE Council funds are reduced or eliminated.

SECTION 7. REPORTING REQUIREMENTS.

A. **Financial and Performance Reports.** Subrecipient shall submit biannual financial and performance reports related to the Project on forms provided by the Consortium and made available through the Grant Management Portal, unless a different reporting period is included as a special award condition. Each such financial and performance report shall be submitted no later than twenty (20) days following the completion of the applicable reporting period. If the work to be performed under this Agreement involves construction, restoration, or otherwise consists of tangible improvements to the physical environment, Subrecipient shall include with each performance report project photographs in jpg format and brief explanations of same depicting the current status of the project, which photographs shall be suitable for posting to a project-related website.

B. **Final Project Report.** Within 45 days of the completion of all required work contemplated under the Award, Subrecipient shall submit a “Final Project Report,” on a form made available through the Grant Management Portal, in which the Subrecipient shall affirm that to the best of its knowledge and belief the Project has been satisfactorily completed. The Final Project Report shall further include an accounting of all Project expenses and such other information as the Consortium deems necessary to facilitate close out of the Award and permit the Consortium to meet all of its obligations and requirements under such Award.

C. Every publication of material based on, developed under, or otherwise produced under a RESTORE Council financial assistance award, except scientific articles or papers appearing in scientific, technical or professional journals must contain the following disclaimer:

“This [publication/video/etc.] was prepared by [Subrecipient] using Federal funds under award [Federal Award Identification Number] from the RESTORE Council. The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the RESTORE Council.

D. The Subrecipient agrees to provide a copy of any draft report or presentation to the Consortium before making, or allowing to be made, a press release, publication, or other public announcement concerning the final outcome of the FSEP Project that is the subject of this Agreement.

E. Any signage produced with funds from the Award or informing the public about the activities funded in whole or in part by the Award, must first be approved in writing by the Grant Administrator.

F. If the direct and/or indirect purchase of equipment is authorized under paragraph 20 of this Agreement, then the Subrecipient shall comply with the property management requirements set forth in 2 C.F.R. § 200.313. An inventory of all personal property/equipment purchased under this Agreement shall be completed at least once every two (2) years and submitted via the Grant Management Portal no later than January 31st for each year this Agreement is in effect. A final inventory report shall be submitted at the end of the Agreement.

G. Reporting on Real Property. In accordance with 2 C.F.R. § 200.329, The Subrecipient shall complete and submit to the Consortium a report on the status of the real property or interest in real property in which the federal government retains an interest, using a SF-429 Real Property Status Report form annually for the first three years of the Award and thereafter at successive five year intervals until the end of the Estimated Useful Life of the property or time of disposition, whichever is less. All reports shall be submitted within 30 days of the end of the year for which the report is made.

H. Funding Accountability and Transparency Act. Because of the federal funds awarded under this Agreement, the Consortium must comply with the Funding Accountability and Transparency Act of 2006 (“FFATA”). FFATA requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, www.USASpending.gov. Grant recipients awarded a new Federal grant greater than or equal to \$25,000 awarded on or after October 1, 2010, are subject to FFATA. The Subrecipient agrees assist the Consortium in providing the information necessary, over the life of this Agreement, for the Consortium to comply with its reporting obligations under FFATA.

I. Nonconsumable and/or nonexpendable personal property or equipment that costs \$1,000 or more purchased for the Project by Subrecipient is subject to the requirements set forth in Chapter 274, F.S., Chapter 691-73, F.A.C., and , 2 C.F.R. Part 200 (for equipment in excess of \$5,000), as applicable. The Subrecipient shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Subrecipient shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

SECTION 8. INDEMNIFICATION.

Each Party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents, within the limits prescribed by law. However, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, F.S.

SECTION 9. DEFAULT; TERMINATION; FORCE MAJEURE.

A. Termination for Cause.

1. By Consortium. The Consortium may terminate this Agreement for cause at any time if any covenant, warranty, or representation made by Subrecipient in this Agreement or in its application for funding submitted to the Consortium shall at any time be false or misleading in any respect, or in the event of the failure of the Subrecipient to comply with the terms and conditions of this Agreement. Prior to termination, the Consortium shall provide fifteen (15) days written notice of its intent to terminate and shall provide the Subrecipient an opportunity to consult with the Consortium regarding the reason(s) for termination.

2. By Subrecipient. Subrecipient may terminate this Agreement for cause at any time if the Consortium fails to fulfil any of its responsibilities or obligations under this Agreement. Prior to termination, Subrecipient shall provide fifteen (15) days written notice of its intent to terminate setting forth the reasons for such termination, and shall provide the Consortium an opportunity to consult with the Subrecipient regarding the reasons for termination.

B. Termination for Convenience. This Agreement may be terminated for convenience upon mutual agreement of the Parties. In such event, both Parties shall enter into a separate agreement governing the termination conditions, including, but not limited to, the effective date thereof.

C. Force Majeure. If a force majeure event occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Subrecipient shall promptly notify the Grant Administrator in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Subrecipient's intended timetable for implementation of such measures. If the Parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the Consortium may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement. Such agreement shall be evidenced by an Amendment to the Agreement in accordance with Section 27 hereof. For purposes of this Agreement, "force majeure event" shall be defined as shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the Subrecipient, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the Subrecipient and/or the Consortium. Failure to perform by the Subrecipient's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

D. Effect of Termination. Costs incurred by the Subrecipient after termination of this Agreement shall not be reimbursable unless expressly authorized by the Consortium prior to the effective date of termination, or otherwise allowable pursuant to 2 C.F.R. §200.342.

SECTION 10. REMEDIES; FINANCIAL CONSEQUENCES.

A. In the event that a deliverable or milestone to be performed under this Agreement is deemed unsatisfactory by the Consortium, the Subrecipient shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Consortium, within twenty (20) days of being notified of the unsatisfactory deliverable, or within such other timeframe as is specified in writing by the Grant Administrator. If a satisfactory deliverable is not submitted within the specified timeframe, the Consortium may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Consortium Grant Administrator may, by written notice specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Subrecipient to the Consortium. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days from the Consortium's approval of the CAP.

1. A CAP shall be submitted within ten (10) days of the date of the letter request from the Consortium. The CAP shall be sent to the Consortium Grant Administrator for review and approval. Within ten (10) calendar days of receipt of a CAP, the Consortium shall notify the Subrecipient in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Subrecipient shall have ten (10) days from receipt of the Consortium letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Consortium approval of a CAP as specified above may result in the Consortium's termination of this Agreement for cause as authorized in this Agreement.

2. Upon the Consortium's notice of acceptance of a proposed CAP, the Subrecipient shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Consortium does not relieve the Subrecipient of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Subrecipient, the Consortium shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Consortium or steps taken by the Subrecipient shall preclude the Consortium from subsequently asserting any deficiencies in performance. The Subrecipient shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Consortium as requested by the Consortium Grant Administrator.

3. Failure to respond to a Consortium request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Consortium may result in termination of the Agreement.

The remedies set forth above are not exclusive and the Consortium reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by this Agreement or as otherwise available at law or in equity.

B. If the Subrecipient materially fails to comply with the terms and conditions of this Agreement, including any federal or state statutes, rules, policies, or regulations, applicable to this Agreement, the Consortium may, in its sole discretion, take one or more of the following actions:

1. Temporarily withhold cash payments to the Subrecipient pending correction of the deficiency by the Subrecipient or more severe enforcement action by the RESTORE Council or the Consortium.

2. Disallow (i.e. deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.

3. Wholly or partly suspend or terminate this Agreement.

4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and RESTORE Council regulations (or in the case of the Consortium, recommend such a proceeding be initiated by the RESTORE Council).

5. Withhold future requests for reimbursement to Subrecipient under any other Agreement between the Parties providing for the subaward of funds from the Trust Fund for the implementation of an FSEP project or withhold future FSEP project implementation sub-awards to the Subrecipient.

6. Demand a refund, either in whole or in part, of the funds provided to the Subrecipient under this Agreement for non-compliance with the material terms of this Agreement. The Subrecipient, upon such written notification from the Consortium shall refund, and shall forthwith pay to the Consortium, the amount of money demanded by the Consortium. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Consortium by the Subrecipient to the date repayment is made by the Subrecipient to the Consortium.

7. Take other remedies that may be legally available.

8. Costs of the Subrecipient resulting from obligations incurred by the Subrecipient during a suspension or after termination of the Agreement are not allowable unless the Consortium expressly authorizes them in the notice of suspension or termination. Other Subrecipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if the following apply:

a. The costs result from obligations which were properly incurred by the Subrecipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of termination, are non-cancellable; and

b. The cost would be allowable if the Agreement were not suspended or expired normally at the end of the funding period in which the termination takes place.

C. RESTORE Act-Specific Remedy for Noncompliance. In addition to the remedies available in the paragraphs above, the Subrecipient is subject to the RESTORE Act-specific remedies for noncompliance outlined in the RESTORE Council Financial Assistance Standard Terms and Conditions, incorporated into the Financial Assistance Award and made a part hereof.

D. Federal Clawbacks. In the event RESTORE Council, Department of the Treasury, or such other Federal entity having jurisdiction demands the return of funds paid to Subrecipient pursuant to this Agreement following a Federal audit or otherwise for any reason, including but not limited to situations where costs paid with such funds were determined to be ineligible or unallowable under the Award, Subrecipient shall be solely liable for any such amounts and shall return the full amount of the funds in question to the Consortium promptly upon demand. If Subrecipient fails to comply with its obligation to return funds pursuant to this paragraph, the Consortium may pursue any or all of the following remedies: (1) withhold future requests for reimbursement to Subrecipient under this Agreement or any other Agreement between the Parties providing for the subaward of funds from the Trust Fund; (2) deduct funds allocated to the Subrecipient for use on future FSEP implementation projects; (3) pursue any other remedy described in paragraph (B) above or available at law or in equity.

E. The Parties acknowledge and agree that the remedies provided in this Section 10 are separate and apart from the indemnification provisions set forth in Section 8 hereof and that sovereign immunity shall not be a defense to any of the contractual obligations imposed on the Parties in this Section.

SECTION 11. AUDITS.

A. In the event that the Subrecipient expends Seven Hundred Fifty Thousand Dollars (\$750,000.00) or more in Federal awards in its fiscal year, the Subrecipient must have a single or program-specific audit conducted within nine (9) months of the end of the Subrecipient's audit period, in accordance with the provisions of 2 C.F.R. Part 200. In determining the Federal awards expended in its fiscal year, the Subrecipient shall consider all sources of Federal awards, including Federal resources received from the Consortium. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 C.F.R. Part 200. An audit of the Subrecipient conducted by the Auditor General in accordance with the provision of 2 C.F.R. Part 200 will meet the requirements of this part.

B. If the Subrecipient expends less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, as revised, is not required for that year, except as noted in 2 C.F.R. § 200.503. In the event that the Subrecipient expends less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, as revised, the cost of the audit must be paid from non-Federal resources. In accordance with 2 C.F.R. § 200.501(d), records must be available for review or audit by appropriate officials of the RESTORE Council, Consortium, and Government Accountability Office (GAO).

C. Upon completion of the audit required in this Section, Subrecipient shall promptly transmit a copy of the Subrecipient's audit report to the Consortium. Within six (6) months after receipt of the Subrecipient's audit report, the Consortium shall issue a decision on any audit findings contained within the report including direction to Subrecipient on any corrective action that must be taken in response to same. Subrecipient's failure to have an audit conducted in

accordance with this Section or failure to implement corrective action in response to any audit findings may result in the Consortium's imposition of remedies as provided in Section 9 hereof.

D. In addition to reviews of audits conducted in accordance with 2 C.F.R. Part 200, monitoring procedures under this Agreement may include, but not be limited to, on-site visits by the Consortium; limited-scope audits as defined by 2 C.F.R. Part 200; submittal and review of financial management statements; and/or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with any reasonable monitoring procedures/processes deemed appropriate by the Consortium. In the event the Consortium determines that a limited-scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Consortium to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Consortium.

SECTION 12. SUBCONTRACTS; PROCUREMENT; SUBAWARDS.

A. All procurements of property (as defined in 2 C.F.R. § 200.81) and services, including the procurement of subcontractors, by Subrecipient under this Agreement shall comply with 2 C.F.R. §§ 200.318-326, Appendix II to 2 C.F.R. Part 200 pertaining to contract provisions for non-federal entity contracts under federal awards, the Florida Competitive Consultant Negotiation Act, Section 287.055, Florida Statutes (as applicable), the Gulf Consortium Subrecipient Policy (available at <https://www.gulfconsortium.org/>), and all other applicable provisions of state and federal law.

B. In procuring goods and services under this Agreement, the Subrecipient shall use its own documented procurement procedures, provided that such procurements conform to applicable state and federal law.

C. The Subrecipient may subcontract work under this Agreement as necessary without the prior written consent of the Consortium, subject to the any conditions or limitations imposed by applicable state and federal law and Section 22 hereof concerning debarred/suspended contractors. The Subrecipient shall submit a copy of the executed subcontract and documentation of the competitive procurement process pursuant to which the subcontractor was selected (e.g. invitation to bid, request for proposal, etc.) to the Consortium prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Subrecipient is ultimately responsible for all work performed under this Agreement. The Subrecipient agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Subrecipient that the Consortium shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Subrecipient shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

D. Required Notice in Procurements. The Subrecipient shall include the following notice in each request for applications, proposals, or bids for a subaward, contract, or subcontract, as applicable, under this Agreement:

Applicants or bidders for a lower tier covered transaction (except procurement contracts for goods and services under \$25,000 not requiring the consent of a Council official) are subject to 2 C.F.R. Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement).” In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than \$100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, “New Restrictions on Lobbying,” published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget “Governmentwide Guidance for New Restrictions on Lobbying,” and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996)

E. Subcontract Monitoring. The Subrecipient shall monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports maintained by the Subrecipient and supported with documented evidence of follow-up actions taken to correct areas of noncompliance, where applicable. Such summaries and documents shall be submitted to the Consortium upon request.

F. Recused Entities. Subrecipient acknowledges and represents that it is aware that certain persons and/or entities (the “Recused Entities”) are expressly prohibited by contract and under the express terms of Section III. C., of the FSEP from participating in the implementation of any FSEP project, program, or activity, including the Project that is the subject of this Agreement. Subrecipient acknowledges and agrees that to the extent it contracts, whether directly or indirectly, with any such Recused Entity for the performance of work under this Agreement, the Subrecipient does so solely at its own risk and any costs incurred by the Subrecipient related to work performed by a Recused Entity shall be ineligible for cost reimbursement.

G. The Subrecipient and/or the subcontractor shall not sub-grant or sub-contract any part of the approved Project to any agency or employee of the RESTORE Council and/or any other Federal department, agency, or instrumentality without the Consortium's prior written approval.

H. Affirmative Action. The Consortium supports diversity in its procurement program and requires that all subcontracting opportunities afforded by this Agreement embrace and encourage diversity. The Subrecipient’s award of subcontracts should reflect the diversity of the citizens of the State of Florida. In accordance with 2 C.F.R. § 200.321, the Subrecipient and its subcontractors must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. The Subrecipient agrees to use affirmative steps, and to require its subcontractors and sub-subrecipients to utilize affirmative steps, to ensure that minority businesses and women’s business enterprises are used when possible. Such affirmative steps shall at a minimum include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, or women's business enterprises;

5. Utilizing services and assistance, as appropriate, of such organizations as the Small Business Administration, the Minority Business Development Agency of the Department of the Commerce, the Florida Department of Management Services (Office of Supplier Diversity), the Florida Department of Transportation, Minority Business Development Center, and Local Government M/DBE programs; and

6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above in (1) through (5).

7. As used herein, the term "minority and women business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. Prior to award of any subcontract under this Agreement, Subrecipient shall document its efforts made to comply with the requirements of this paragraph. The Subrecipient shall state that it is an Equal Opportunity or Affirmative-Action employer in all solicitations or advertisements for subcontractors or employees who shall perform work under this Agreement.

I. Equal Opportunity. During the performance of this Agreement, the Subrecipient agrees as follows:

1. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive

consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The Subrecipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Subrecipient's legal duty to furnish information.

4. The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Subrecipient's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Subrecipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the Subrecipient's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The Subrecipient shall include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-subrecipient or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Subrecipient becomes involved in, or is threatened with, litigation with a sub-subrecipient or vendor as a result of such direction,

the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

J. Sub-Awards. The Subrecipient shall not make sub-awards under this Agreement unless expressly contemplated and approved in the Award (including identification of the sub-awardee) or without the prior express written approval of the Consortium. In making sub-awards under this Agreement, Subrecipients shall comply with all applicable rules, regulations, policies, and requirements applicable to sub-awards made by subrecipients, including but not limited to those contained in 31 C.F.R. Part 34, 2 C.F.R. Part 200, the RESTORE Council's Financial Assistance Standard Terms and Conditions, and the Consortium's Subrecipient Policy. All sub-awardees under this Agreement shall be subject to the same performance, financial, and reporting requirements as the Subrecipient.

K. Prompt Payment Act. As described in Sections 4 and 5 hereof, Subrecipient agrees and acknowledges that payments made under this Agreement are from federal funds and contingent upon prior approval as to the allowability and eligibility of the costs for which payment is requested by both the Consortium and the RESTORE Council. Where applicable, Subrecipient is encouraged to include appropriate provisions regarding its obligations under chapter 218, Part VII, the Local Government Prompt Payment Act, stating that payment to subcontractors is contingent on receipt of federal funds or federal approval.

L. Scrutinized Companies. Subrecipient agrees to observe the requirements of Section 287.135, F.S., for applicable subcontracts and subgrants entered into for the performance of work under this Agreement.

SECTION 13. CLOSEOUT.

A. The Consortium will close out the Award when it determines that all applicable administrative actions and all required work for this Award have been completed. Unless an extension is approved by the Consortium, within 45 days after the end of the Project Completion Date, the Subrecipient must submit any outstanding reports, including the Final Project Report, as well as any required reporting on sub-awards, and must refund to the Consortium any balances of unobligated cash that the Consortium paid in advance or paid and that is not authorized to be retained by the Subrecipient entity for use in other projects. Within 30 days after receipt of all outstanding reports, the Consortium will make upward or downward adjustments to the allowable costs, and then make prompt payments to Subrecipient for remaining allowable reimbursable costs. The closeout of this award does not affect any of the following:

1. The right of the Consortium or RESTORE Council to disallow costs and recover funds on the basis of a later audit or other review;
2. The obligation of the Subrecipient to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments; or
3. The Subrecipient's obligations regarding audits, property management and disposition (if applicable), and records retention.

B. Unless an extension is approved by the Consortium, within 90 days after the end of the Project Completion Date, the Subrecipient must liquidate all obligations incurred under this Award.

SECTION 14. LOBBYING PROHIBITION; CONFLICTS OF INTEREST.

The Subrecipient agrees to comply with, and include in subcontracts and subawards, the following provisions:

A. The Subrecipient certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. The Subrecipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

C. Pursuant to 2 C.F.R. §200.450 and 2 C.F.R. §200.454(e), the Subrecipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

D. If this Agreement is for more than \$100,000, and if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

E. Hatch Act. In accordance with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), no funds provided, nor personnel employed under this Agreement, shall be in any way or any extent engaged in the conduct of political activities.

F. Conflict of Interest.

1. The Subrecipient shall comply with Section III. C., of the FSEP entitled "Conflict of Interest" in its performance of this Agreement.

2. The Subrecipient shall not employ or retain any person or entity with a financial interest in the Project. The Subrecipient shall not employ, retain, or otherwise grant any financial interest in the Project to any person employee, agent, consultant, officer, or elected or appointed official of the Subrecipient who may exercise or have exercised any functions or responsibilities with respect to the Project, or who are in a position to participate in a

decision-making process or gain inside knowledge to the Project, either for themselves or anyone with whom they have business or immediate family ties. The Subrecipient must disclose in writing any potential conflict of interest to the Consortium immediately upon becoming aware of same.

SECTION 15. COMPLIANCE WITH LAWS.

The Subrecipient shall comply with all applicable federal, state and local laws, rules, and regulations, and Consortium policies and regulations in performing under this Agreement, including but not limited to the federal laws, regulations rules, policies, and executive orders described in **Attachments D-1, D-2, and D-3** hereto. The failure of this Agreement to specifically reference a particular federal or state law or regulation, or policy or regulation of the Gulf Consortium, shall not excuse Subrecipient from compliance with same to the extent such law, regulation, or policy is applicable to Subrecipient’s performance of the Project. The Subrecipient further agrees to include this provision in all subcontracts entered into under this Agreement.

SECTION 16. NOTICE.

All notices and written communication between the Parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt (or when receipt is otherwise acknowledged), a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. Any and all notices required by this Agreement shall be delivered to the Parties at the addresses identified under paragraph 17. This Section shall not preclude routine communication by the Parties by other means.

SECTION 17. CONTACTS.

All notices required or permitted under this Agreement shall be directed to the following contact persons:

Gulf Consortium

Grant Administrator

Gulf Consortium General Manager
The Balmoral Group
165 Lincoln Avenue
Winter Park, FL 32789
(407) 629-2185
Gulf.Consortium@balmoralgroup.us

Subrecipient

Project Manager

[TO COME, TO BE PROVIDED BY COUNTY]

In the event the Consortium's Grant Administrator or the Subrecipient's Project Manager changes, written notice by electronic mail with acknowledgement by the other Party will be acceptable.

SECTION 18. INSURANCE.

A. Providing and maintaining adequate insurance coverage is a material obligation of the Subrecipient. This insurance must provide coverage for all reasonably foreseeable claims that may arise from the performance of the work specified under this Agreement, whether such work is performed by the Subrecipient, any sub-subrecipient, or Subrecipient's contractors. The Subrecipient shall be responsible for determining the specific kinds and limits of coverage to be carried by the Subrecipient, subject to the provisions of this Agreement including any special conditions attached hereto, and all applicable state and Federal laws and regulations.

B. Subrecipient shall, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds pursuant to this Agreement as provided to property owned by the non-Federal entity. Federally-owned property need not be insured unless expressly required by the terms and conditions of the Financial Assistance Award.

SECTION 19. REAL PROPERTY; EQUIPMENT.

A. Real property or an interest in real property may not be acquired under this Agreement unless expressly authorized in the Award or otherwise approved in writing by the Consortium and the RESTORE Council.

B. The Subrecipient shall not mortgage or otherwise encumber title to the property of the Project by utilizing it as collateral for any type of lien, note, mortgage, debt obligation, or security agreement without prior written approval by the Consortium. The Subrecipient shall not subject the title to such property to any liens or grants; the making of any federal loan; the entering into of any cooperative agreement; or to the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement without prior written approval from the Consortium.

C. For projects involving acquisition of an interest in real property, Subrecipient acknowledges and shall comply with 2 C.F.R. § 200.311 and the RESTORE Council Financial Assistance Standard Terms and Conditions related to Real Property, including, but not limited to the section entitled "Property Standards." Pursuant to same, except as otherwise expressly authorized by the Consortium, real property acquired under this Agreement must be used for the originally authorized purpose as long as needed for that purpose, during which time the Subrecipient entity must not dispose of or encumber its title or any other interest therein.

D. Subrecipient's acquisition, use, management, and disposition of equipment under this Agreement shall be in compliance with 2 C.F.R. §§ 200.313 and 200.439 and RESTORE Council Financial Assistance Standard Terms and Conditions related to Real Property, including, but not limited to the section entitled "Property Standards."

SECTION 20. UNAUTHORIZED EMPLOYMENT.

The employment of unauthorized aliens by any Subrecipient/subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Subrecipient/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Subrecipient shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

SECTION 21. NON-DISCRIMINATION.

A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement. Subrecipient and its subcontractors shall comply with the all federal and state laws, rules, regulations, policies and executive orders relating to non-discrimination, including but not limited to those contained in **Attachment D-2, Federal Non-Discrimination Provisions.**

B. An entity or affiliate who has been placed on the State of Florida's discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website, https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists.

SECTION 22. DEBARMENT/SUSPENSION.

In accordance with Presidential Executive Order 12549, Debarment and Suspension (2 C.F.R. Part 180), the Subrecipient agrees and certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the Subrecipient shall not enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction, unless authorized in writing by the RESTORE Council to the Consortium. The Subrecipient is responsible for reviewing the status of all proposed subcontractors and sub-awardees in the System for Award Management (SAM) at <https://sam.gov/SAM/> before entering into any subcontract or sub-award under this Agreement. The Subrecipient shall include language incorporating the requirements of this section in all subcontracts or lower tier agreements executed to support the Subrecipient's work under this Agreement.

SECTION 23. COPYRIGHT, PATENT, AND TRADEMARK.

The RESTORE Council and the Consortium reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal and Consortium purposes:

A. The copyright in any work developed under this Award, including pursuant to any sub-award or subcontract.

B. Any right or copyright to which a Subrecipient, sub-subrecipient, or a contractor purchases ownership with funds pursuant to this Award.

C. All patent rights, copyrights and data rights must be in accordance with 2 C.F.R. §200.315 and 37 C.F.R. Part 401, as applicable.

SECTION 24. SPECIAL CONDITIONS.

In accordance with 2 C.F.R. §§ 200.205 and 200.207, the Consortium may impose certain special award conditions on Subrecipient where warranted. Subrecipient shall comply with all special conditions applicable to this Agreement as set forth in **Attachment B, Special Award Conditions**.

SECTION 25. ENVIRONMENTAL COMPLIANCE.

Subrecipient shall comply with the Federal environmental statutes, regulations, and executive orders described in **Attachment D-3, Environmental Compliance**, as applicable, in its performance of this Agreement. Additionally, if the Subrecipient becomes aware of any impact on the environment that was not noted in the Subrecipient's approved application package, Subrecipient must promptly notify the Consortium.

SECTION 26. PHYSICAL ACCESS AND INSPECTION.

As applicable, Consortium agents and personnel shall be given access to and may observe and inspect work being performed under this Agreement, including by any of the following methods:

A. Subrecipient shall provide access to any location or facility on which Subrecipient or any of its subcontractors are performing work, or storing or staging equipment, materials or documents;

B. Subrecipient shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and

C. Subrecipient shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

SECTION 27. AMENDMENTS/MODIFICATIONS.

A. Change Orders. A Change Order to this Agreement is required when the cumulative transfer of funds between approved budget categories, as described in the approved Project budget contained within the Financial Assistance Award, is less than ten percent (10%) of the total budget. All Change Orders are subject to the mutual agreement of both Parties as evidenced in writing. The Grant Administrator shall be authorized to approve Change Orders on behalf of the Consortium.

B. Amendment. Amendment of this Agreement is required for changes which cause any of the following: an increase or decrease in the Agreement funding amount; a change in the Project Completion Date; changes to the cumulative amount of funding transfers between approved budget categories contained within the Financial Assistance Award exceeds or is expected to exceed ten percent (10%) of the total budget; or any other modification to this Agreement not otherwise described in paragraph A. above for which a Change Order would be appropriate. All Amendments are subject to the mutual agreement of both Parties as evidenced in writing. The Parties further acknowledge and agree that Amendments to this Agreement impacting the Award may also require prior written approval of the RESTORE Council.

SECTION 28. PERMITS.

The Subrecipient expressly acknowledges that receipt of this grant does not imply nor guarantee that a federal, state or local permit will be issued for a particular activity. Further, the Subrecipient agrees to ensure that all necessary permits are obtained prior to implementation of any grant funded activity that may fall under applicable federal, state or local laws.

SECTION 29. RECORDS; ACCESS TO RECORDS AND PERSONNEL.

A. Subrecipient shall retain all records generated under this Agreement in accordance with 2 C.F.R. § 200.333.

B. Subrecipient shall comply with the Florida Public Records Law, codified at Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law. Subrecipient shall keep and maintain public records generated by the Subrecipient in association with its performance of this Agreement.

C. This Agreement may be unilaterally canceled by the Consortium for refusal by the Subrecipient to either provide to the Consortium upon request, or to allow inspection and copying of, all public records made or received by the Subrecipient in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S.

D. IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CONSORTIUM'S CUSTODIAN OF PUBLIC RECORDS BY TELEPHONE AT (407) 629-2185, BY EMAIL AT

GULF.CONSORTIUM@BALMORALGROUP.US, OR AT THE MAILING ADDRESS BELOW.

Gulf Consortium Records Custodian
The Balmoral Group
165 Lincoln Avenue
Winter Park, FL 32789

E. The Subrecipient acknowledges and agrees that the Consortium, the RESTORE Council, the U.S. Department of Treasury, the Treasury Office of Inspector General, the Comptroller General of the United States (Government Accountability Office (GAO)), or their authorized representatives, shall have timely and unrestricted access to any pertinent books, documents, papers, and records, whether written, printed, recorded, produced, or reproduced by any electronic, mechanical, magnetic, or other process or medium, in order to make audits, inspections, investigations, excerpts, transcripts, or other examinations as authorized by law. This also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents. In the event any work is subgranted or subcontracted, the Subrecipient shall similarly require each sub-subrecipient and subcontractor to maintain and allow access to such records for audit purposes.

F. The Consortium, RESTORE Council, the U.S. Department of Treasury, the Treasury Office of Inspector General, the Comptroller General of the United States (GAO), or their authorized representatives shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits of the Subrecipient and their subcontractors corresponding to the duration of their records retention obligation for this award.

G. The rights of access in this Section are not limited to the required retention period for the applicable records but last as long as the records are retained.

H. The Subrecipient agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

SECTION 30. MISCELLANEOUS.

A. Assignment. No assignment, delegation, transfer, or novation of this Agreement, or any part hereof, may be made unless in writing and signed by both Parties.

B. Execution in Counterparts. This Agreement, and any Amendments or Change Orders thereto, may be executed in multiple counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by email delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

C. Interpretation; Severability. This Agreement shall be construed in accordance with the laws of the State of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

D. Entire Agreement; Joint Preparation. This Agreement represents the entire agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the Parties hereto, and attached to the original of this Agreement, unless otherwise provided herein. The Parties represent and agree that they have jointly negotiated this Agreement and have had the opportunity to consult with and be represented by their own competent counsel. This Agreement is therefore deemed to have been jointly prepared by the Parties and no part hereof shall be construed more severely against one of the Parties than the other.

E. Venue. Venue for any litigation arising from this Agreement shall be in Leon County, Florida or if an action is brought in Federal Court, the United States District Court for the Northern District of Florida, Tallahassee Division.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed, the day and year last written below.

(Signature Page Follows)

GULF CONSORTIUM

FRANKLIN COUNTY

By: _____

By: _____

Print Name and Title

Print Name and Title

Date: _____

Date: _____

Attest:

Attest:

By: _____

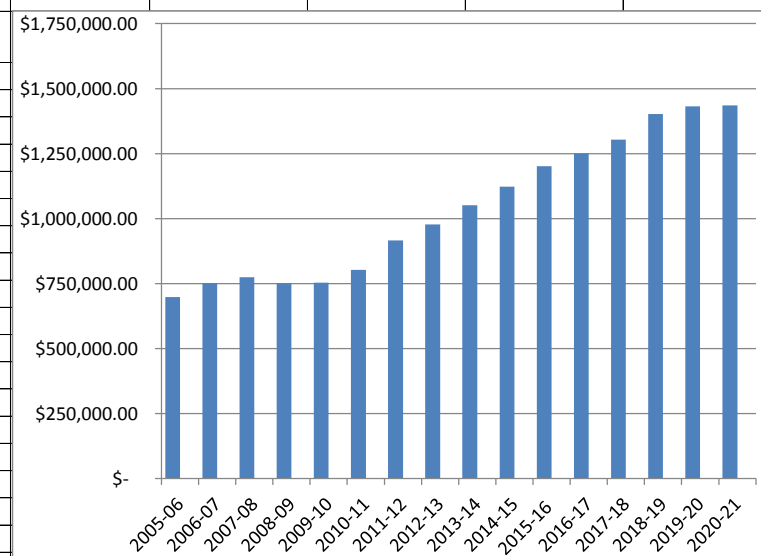
By: _____

Print Name and Title

Print Name and Title

**FCTDC Collections Report for
2020-21 Year-to-Date Report
Through June 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									
30	August	\$ 111,322.92	\$ 134,238.67	\$ 190,136.02									
31	September	\$ 70,419.47	\$ 90,051.57	\$ 140,186.24									
32	Totals	\$ 1,304,397.92	\$ 1,401,731.72	\$ 1,432,091.48	\$ 1,436,134.44	\$ 587,853.50	165%						
33													
34	YOY %	\$ 53,702.10	\$ 97,333.80	\$ 30,359.76									
35		4.29%	7.46%	2.17%									
36													
37	* October and November 2018 due to Hurricane Michael statistically are outliers.												
38	October and November 2019 compared with 2017-18 amounts are more representative,												
39	thus, these months show increases of 10% and 9% respectively, or YTD increase of 31%.												
40	* Coronavirus-19 March 1 - May 18 2020												
41	* July 1, 2021 Increase in tax rate.												
42													





Florida Department of Transportation

RON DESANTIS
GOVERNOR

1074 Hwy 90
Chipley, FL 32428

KEVIN THIBAUT
SECRETARY

September 08, 2021

Honorable Ricky Jones, Chairman
Franklin County Board of County Commissioners
33 Market Street
Apalachicola, FL 32320

Subject: Beautification project Gateways to Eastpoint- SR 30 (US 98) at Bayshore E/W- Signs; between Begonia Street and Island Drive; Patton Drive; Fourth Street S/ NW Signs; and SR 65

Dear Chairman Jones:

Thank you for your interest in the Florida Highway Beautification Grant Program. We are glad you will be applying for the funds that are set aside by the Department each year for this competitive landscape grant program. Your proposed project will contribute to the beautification of the District's roadsides.

Upon examination of District Three's five-year Work Plan, we have found no proposed FDOT projects, roadway or landscape, that will conflict with the proposed project.

This Letter of Authorization allows you to proceed with the Beautification Grant submittal on or before October 1 of this year. Please retain a copy for your records. A copy of this letter will be required to be submitted with your grant application.

Sincerely,

Jason Peters, PE
Director of Transportation Operations
District Three

cc: Dustie Moss, District Landscape Project Manager and Beautification Grant Coordinator
Willson McBurney, District Landscape Architect
Ms. Betty Webb, BTW Services, Inc., 10639 SW 8th Street, Bristol, FL 32321

FRANKLIN COUNTY, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, AUTHORIZING THE EASTPOINT CIVIC ASSOCIATION, INC. **TO APPLY FOR AND ACCEPT A BEAUTIFICATION GRANT, AND ENTER INTO A BEAUTIFICATION GRANT, LANDSCAPE CONSTRUCTION, AND MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION**

Whereas, many roadside areas and median strips within Department of Transportation rights of way must be maintained and attractively landscaped; and

Whereas, the Board of County Commissioners of Franklin County desire to beautify and improve various rights of way by landscaping within the Eastpoint community proper; and

Whereas, the Board of County Commissioners of Franklin County, wish to authorize the Eastpoint Civic Association, Inc. **to apply for** a Beautification Grant from the Florida Department of Transportation, and if awarded, **to accept the grant, and enter into** a Beautification Grant, Landscape Construction, and Maintenance Memorandum of Agreement between the Franklin County and the Florida Department of Transportation.

NOW, THEREFORE,

BE IT RESOLVED by the Board of County Commissioners of Franklin County:

Section 1. The Board of County Commissioners of Franklin County hereby authorize the Eastpoint Civic Association, Inc. **to apply for** a Beautification Grant from the Florida Department of Transportation, and if awarded, **to accept the grant, and enter into** a Beautification Grant, Landscape Construction, and Maintenance Memorandum of Agreement between the Franklin County and the Florida Department of Transportation.

Section 2. The County Clerk is hereby directed to send copies of this Resolution to the Department of Transportation and all other persons as directed by the Board of County Commissioners.

APPROVED AND ADOPTED by the Board of County Commissioners of Franklin County at regular meeting assembled this 21st day of September 2021.

ATTEST:

COUNTY CLERK

(County Seal)

Ricky D. Jones, BOCC Chair

APPROVED AS TO FORM:

COUNTY ATTORNEY

SPONSORED BY: Board of County Commissioners of Franklin County, Florida



Overview



Legend

- Parcels
- Roads
- City Labels

Parcel ID	06-07S-01W-1042-000L-0020	Alternate ID	01W07S061042000L0020	Owner Address	VARELA CARLOS &
Sec/Twp/Rng	6-7S-1W	Class	SINGLE FAM		VARELA BLAIR ANDERSON-
Property Address	1494 ALLIGATOR DRIVE	Acreage	0.278		3514 MAHAN DRIVE
	ALLIGATOR POINT				TALLAHASSEE, FL 32308
District	7				
Brief Tax Description	UNIT 2 BL L LOT 2 OR 117				
	(Note: Not to be used on legal documents)				

Date created: 8/4/2021
 Last Data Uploaded: 8/4/2021 7:43:15 AM

Developed by  **Schneider**
 GEOSPATIAL



DOCK PERMIT APPLICATION

FRANKLIN COUNTY BUILDING DEPARTMENT
 34 Forbes Street, Suite 1, Apalachicola, Florida 32320
 Phone: 850-653-9783 Fax: 850-653-9799
http://www.franklincountyflorida.com/planning_building.aspx

PERMIT # _____
 FEE: \$ _____
 C.S.I : \$ _____
 TOTAL: \$ _____

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

EXISTING HOUSE: Yes No
DEP PERMIT: Yes No
ARMY COE PERMIT: Yes No
APPROVED: Yes No

RECEIVED
 JUN 30 2021

APPLICATION MUST BE COMPLETE:

Property Owner/s: VALEA & BLAIR ANDERSON
 Contact Information: Home #: _____ Cell #: _____
 Mailing Address: 3514 MAHAN DR. City/State/Zip: 32308 TALL. FLA.
 EMAIL Address: _____@_____

Contractor Name: STAN BROWN Business Name: SALTY DOG CONSTRUCTION
 Contact Information: Office #: 850-984-5878 Cell #: 850-528-1542
 State License #: CBC-1250713 County Registration #: _____
 Mailing Address: 69 BAY DR City/State/Zip: PANACEA, FLA. 32346
 EMAIL Address: SALTYDOGBROWN @ COMCAST.NET.

PROPERTY DESCRIPTION: 911 Address: 1494 Alligator Drive
 Lot/s: 2 Block: L Subdivision: PENINSULA POINT Unit: 2
 Parcel Identification #: 06-075-01W-1042-000K-0020

JURISDICTION: Franklin County City of Carrabelle
 Apalachicola Eastpoint St. George Island Carrabelle Dog Island Lanark/ St. James St. Teresa Alligator Point
 SINGLE FAMILY DOCK/PIER MULTI-FAMILY DOCK/PIER COMMERCIAL

DESCRIPTION: 300' X 4' WITH 16' X 10' TERMINAL END

ZONING DISTRICT: _____ CONTRACT COST: 36,000

TOTAL SQUARE FOOT: _____ FOUNDATION TYPE: _____
 ROOF MATERIAL: _____

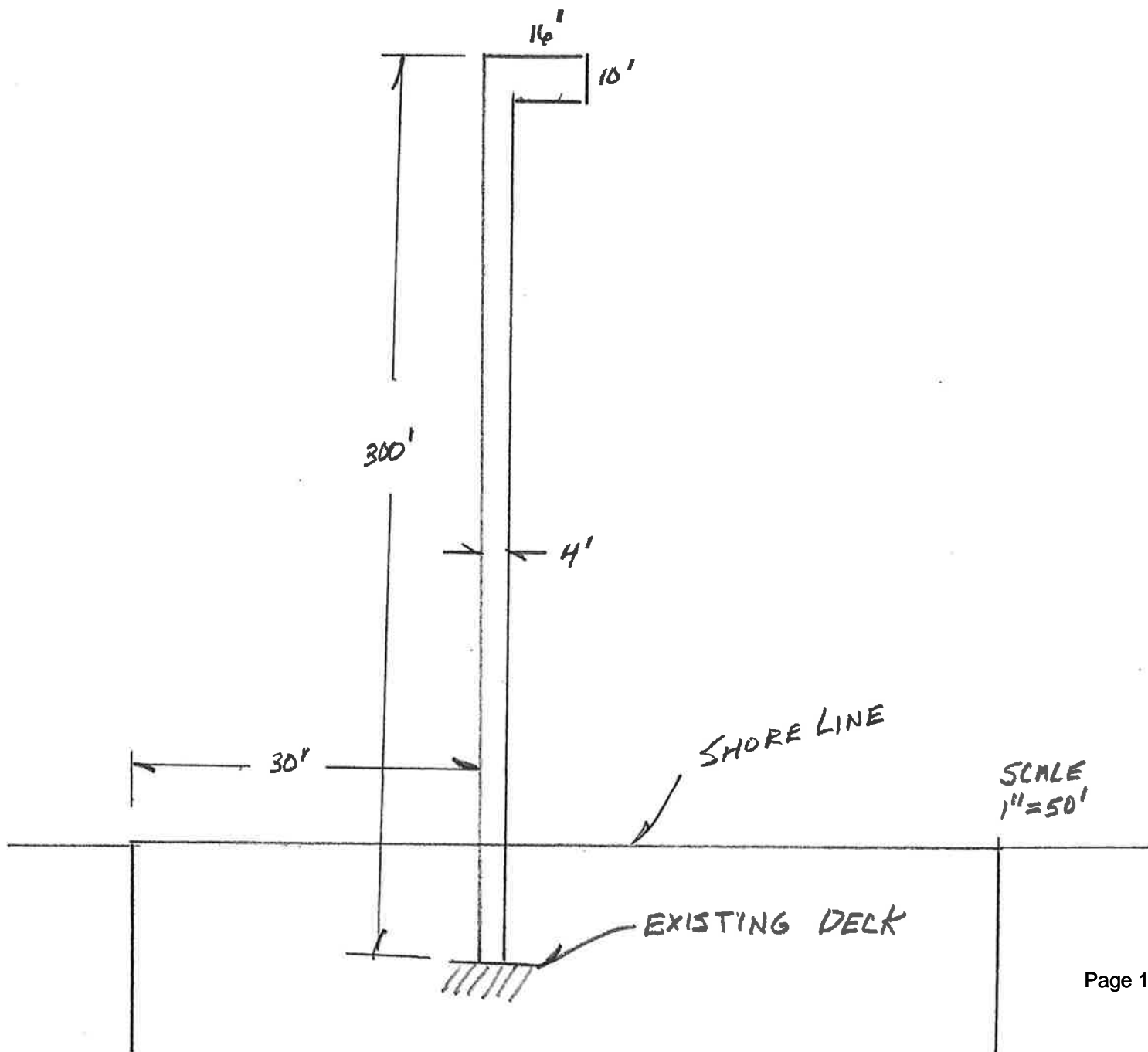
APPROVED BY: Planning & Zoning Date: _____ County Commissioners Date: _____

WATER BODY: ALLIGATOR HARBOUR
 CRITICAL SHORELINE DISTRICT YES OR NO CRITICAL HABITAT ZONE YES OR NO

BUILDING OFFICIAL Date _____ **OWNER (Required)** Date _____ **CONTRACTOR (Required)** Stan Brown Date 6/30/21



ALIGATOR HARBOUR



1494 ALIGATOR DR



DOCK SITE PLAN, CONSTRUCTION AND LIGHTING AFFIDAVIT

FRANKLIN COUNTY BUILDING DEPARTMENT

34 Forbes Street, Suite 1, Apalachicola, Florida 32320

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

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

PERMIT

ORDINANCE

No. 2004-17

Dock Ordinance

DOCK CONSTRUCTION STANDARDS & LIGHTING AFFIDAVIT

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

Property Owner/s: VARELA & BLAIR ANDERSON
Contact Information: Home #: _____ Cell #: _____
Mailing Address: 3514 MAHAN DR. City/State/Zip: TALL. FLA.
EMAIL Address: _____

PROPERTY DESCRIPTION: 911 Address: 1494 ALLIGATOR DR.
Lot/s: 2 Block: L Subdivision: PENINSULAR PT. Unit: 2
Parcel Identification #: 06-070-01W-1042-0002-0020

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

SITE PLAN & CONSTRUCTION STANDARDS:

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

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

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

Stan Brown 6/30/21
Contractor/Owner Signature: Date

STAN BROWN
Contractor/Owner Printed Name:

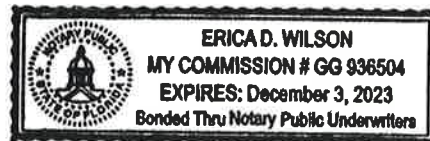
**State of Florida
County of Franklin**

I, Stan Brown, who is personally known or provided the following identification _____, on this day 30 of June, 2021 understand that I have read and understood the above statement and will comply or the Final Certificate of Occupancy will be held up until the above has been documented.

NOTARY: Erica D. Wilson

SEAL:

Erica D. Wilson
Printed Name



FRANKLIN COUNTY DOCK CHECKLIST & FEE SCHEDULE

CHECKLIST:

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



(29°53'58"N 84°23'39"W) 324 m

Parcel Summary

Parcel ID 06-07S-01W-1042-000L-0020
Location Address 1494 ALLIGATOR DRIVE
 ALLIGATOR POINT 32346
Brief Tax Description* UNIT 2 BL L LOT 2 OR 117 363-64 PENN POINT ORB 0117 PAGE 0363 1062/322 1172/410 1224/200
**The Description above is not to be used on legal documents.*
Property Use Code SINGLE FAM (000100)
Sec/Twp/Rng 6-7S-1W
Tax District Alligator Point (District 7)
Millage Rate 13.022
Acreage 0.278
Homestead N

[View Map](#)

Owner Information

Primary Owner
 Varela Carlos &
 Varela Blair Anderson-
 3514 Mahan Drive
 Tallahassee, FL 32308

Land Information

Code	Land Use	Number of Units	Unit Type	Frontage	Depth
011103	APT BAY FRONT	12,150.00	SF	90	135

Residential Buildings

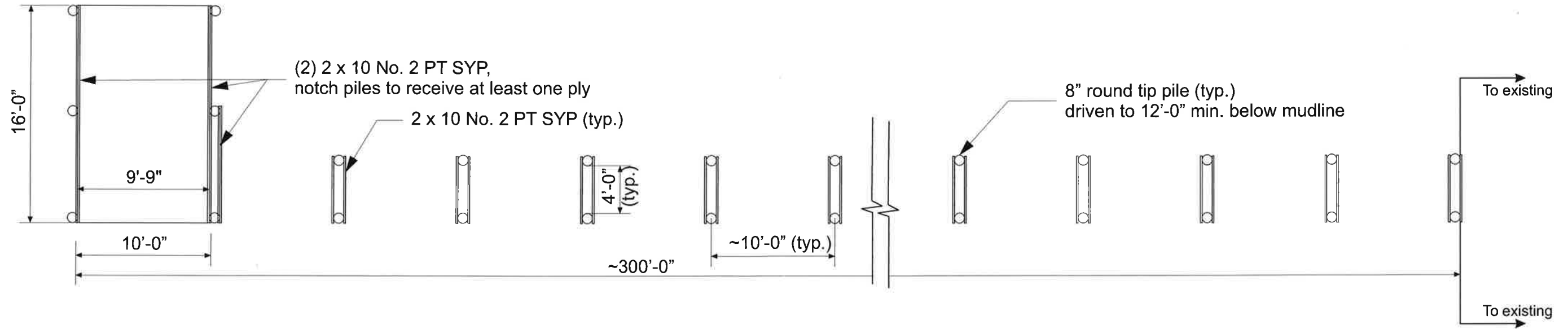
Building 1
Type SINGLE FAM
Total Area 2,247
Heated Area 1,624
Exterior Walls VINYL SIDE
Roof Cover COMP SHNGL
Interior Walls PLYWOOD
Frame Type N/A
Floor Cover CLAY TILE
Heat AIR DUCTED
Air Conditioning CENTRAL
Bathrooms 2
Bedrooms 3
Stories 1
Effective Year Built 1998

Extra Features

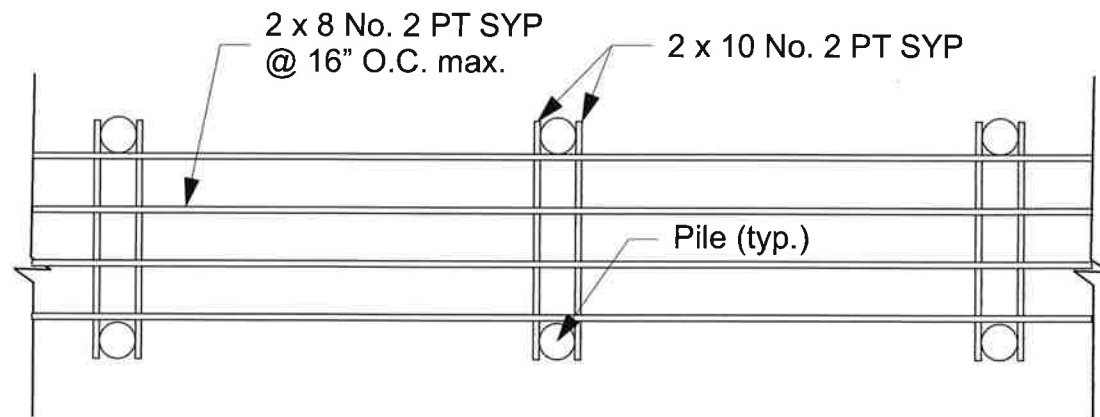
Code	Description	Number of Items	Length x Width x Height	Units	Unit Type	Effective Year Built
0300	STEPS	1	4 x 4 x 0	16	SF	1980
0300	STEPS	1	7 x 4 x 0	28	SF	1980
0200	GARAGE FINISHED	1	6 x 4 x 0	1	UT	0

Sales

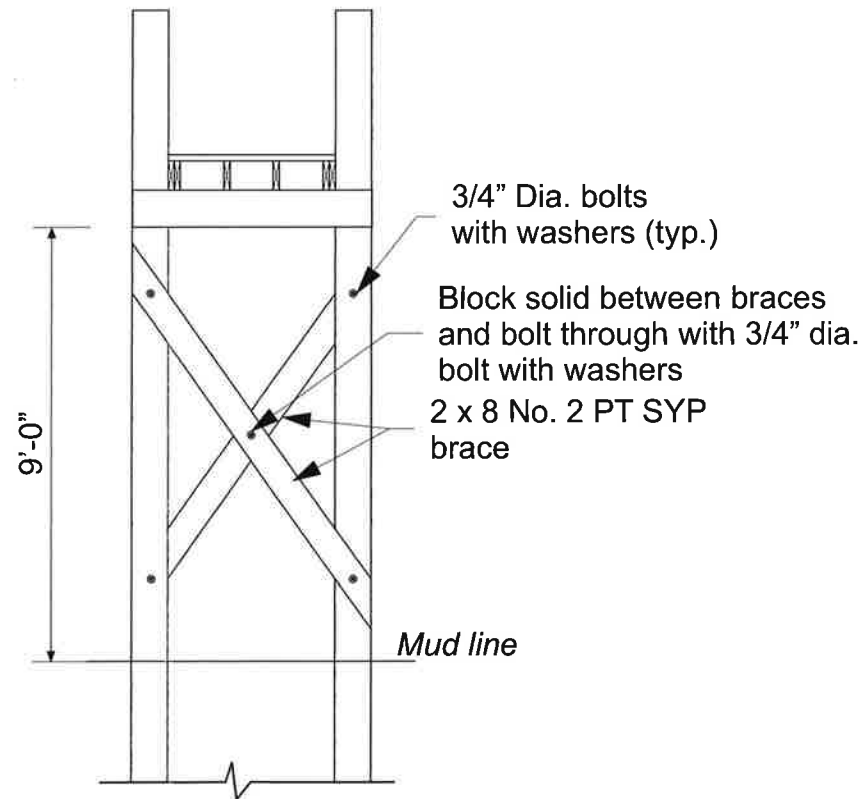
Multi Parcel	Sale Date	Sale Price	Instrument	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
N	07/19/2018	\$325,000	WD	1224	200	Qualified (Q)	Improved	MCMILLAN	VARELA/VARELA
N	06/30/2016	\$175,000	WD	1172	410	Qualified (Q)	Improved	WHIDDON/GRIFFIN	MCMILLAN
N	03/27/2012	\$100	WD	1062	322	Unqualified (U)	Improved	WHIDDON	WHIDDON
N	01/01/1973	\$18,000	WD	117	363	Qualified (Q)	Improved		
N	01/01/1970	\$14,400		97	267	Qualified (Q)	Improved		



Plan Layout
Scale: 1/8" = 1'-0"



Existing Framing Plan Layout
Scale: 1/8" = 1'-0"



Walkway Cross Bracing for Clear Heights over 9'-0"

Scale: 1/4" = 1'-0"

DESIGN CRITERIA

- Basic Wind Velocity: 130 mph, 3 sec. gust
- Importance Factor: 0.87
- Building Category: "OPEN"
- Wind Exposure Type: "B"
- Internal Pressure Coefficient: +/- 0.0 (open)
- Floor Live Load: 40 psf
- Roof Live Load: 20 psf

All construction shall be provided in accordance with the current recognized versions of the Standard Building Code, Florida Building Code - 2020 REV 7, as well as all applicable local requirements.

Base connections shall be provided as shown and shall be field adjusted on the basis of the manufacturer's requirements for actual soil type.

All materials identified by manufacturer name may be substituted with comparable materials that exceed or equal the specifications for the original material.

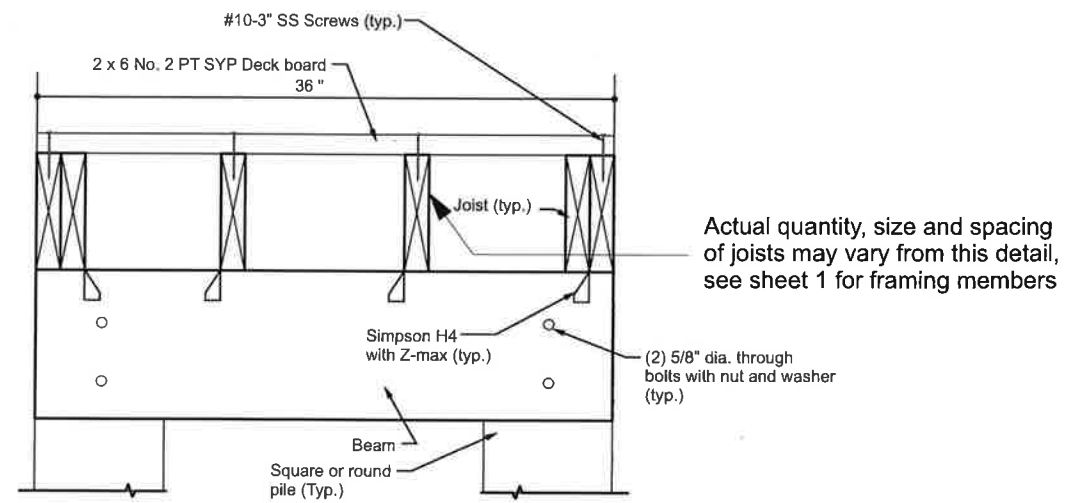
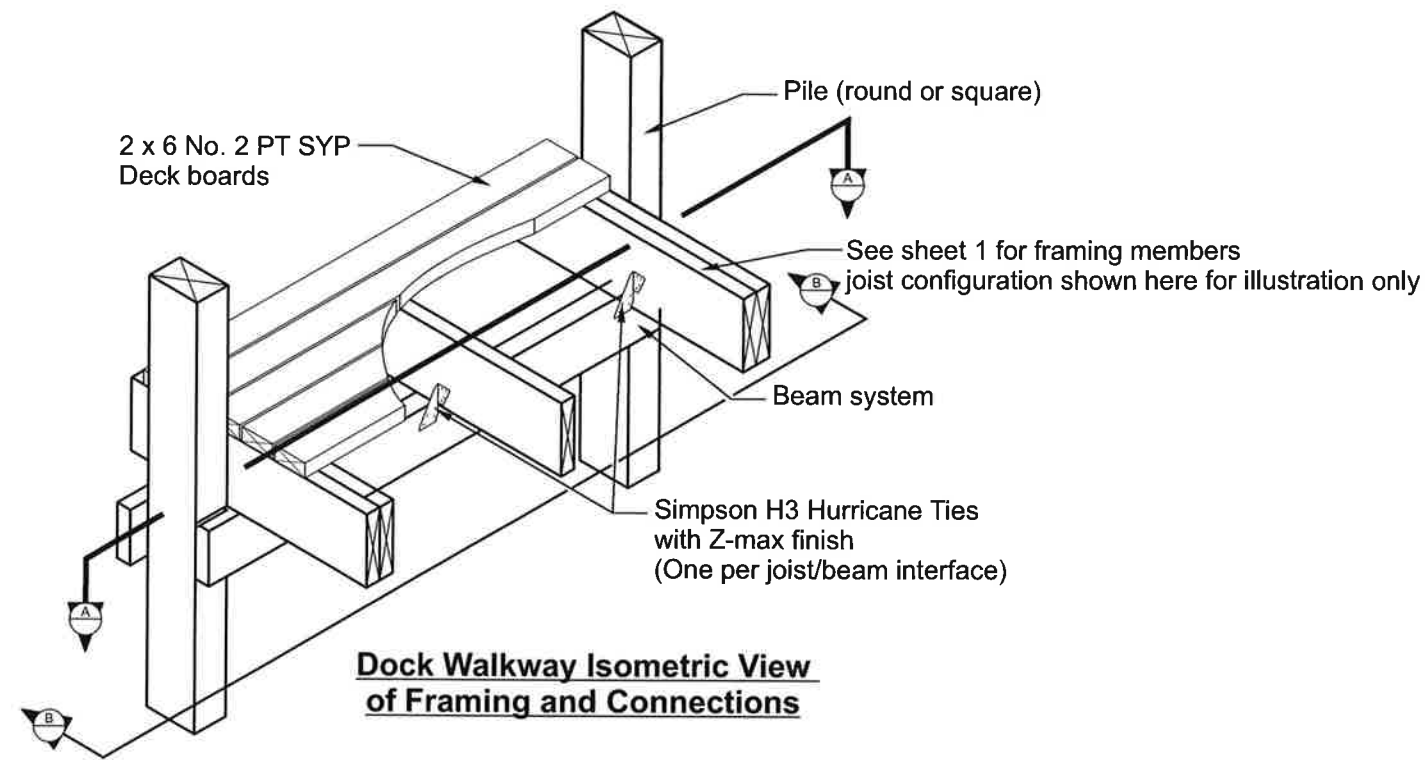


Digitally signed by Thomas E Beitelman
Date: 2021.05.18 13:19:21 -04'00'

Thomas E. Beitelman, PE

Florida PE #51870, SI #2060
7626 E. Park Ave., Unit 4303, Tallahassee, FL 32301
(321) 543-6750 - beitelman@gmail.com

PROJECT: 1494 Alligator Drive		SCALE: Varies		CLIENT:	
TITLE: Details	Revision By:	Date:	Description:		
Drawn by:	YEB				
Checked by:	YEB				
Date:	5/16/20				
Sheet	1	of	2		
No.					



Dock Walkway Section Through End
Scale: 1"=1'-0"

Dock Walkway



Digitally signed by
Thomas E Beitelman
Date: 2021.05.18
13:19:07 -04'00'

PROJECT: 1494 Alligator Drive		CLIENT:	
TITLE: Details	SCALE: Varies	Revision By:	Description:
File Name:	Date:		
Drawn by: TEB			
Checked by: TEB			
Date:	5/18/20		
Sheet 2 of 2			
No.			

RECEIVED
AUG 04 2021

BY:

DEVELOPMENT PERMIT APPLICATION

FRANKLIN COUNTY BUILDING DEPARTMENT

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

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

Property Owner Information:

Property Owner: Robert Kasper
Mailing Address: 133 Sapodilla Ln Port St Joe FL 32456
Phone Number/ Email: 678 438 4322 / kasper.rob@gmail.com

Contractor Information:

Contractor Name: Bob Windolf
Business Name: Windolf Construction, Inc.
State License Number: RG0066385
Phone Number: 850 229 2660
Email: office@windolfconst.com

Property Information:

911 Address/Construction Location: 8 Airport Rd Apalachicola FL
Parcel Identification Number: 03-095-0810-0000-0010-0000
Property is Zoned: R1 R2 R3 R4 Other: _____
Near Water Body: _____
Gate Code (if located in Gated Community): _____

Description of Development: Build airplane hanger
Contract Cost: \$ 350,000.00

Owner/Contractor Signature [Signature] Date 8-4-21

OFFICE USE ONLY

Flood Panel Number: _____
Firm Zone: _____
Elevation Requirements: _____
Critical Shoreline District: YES NO
Critical Habitat Zone: YES NO

PERMIT NUMBER: _____
Permit Fee: \$ _____
Radon: \$ _____
Total FEE: \$ _____

FLOODPLAIN MANAGER DATE

BUILDING OFFICIAL DATE

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





STRUCTURE HEIGHT & NUMBER OF STORIES AFFIDAVIT

FRANKLIN COUNTY BUILDING DEPARTMENT

34 Forbes Street, Suite J, Apalachicola, Florida 32320

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

http://www.franklincountyflorida.com/planning_building_services.aspx?cid=building

20
REGISTRATION

FEE: \$ _____

APPLICATION MUST BE COMPLETE

Please Place My Registration As In Active Status

Contractor's Name: Bob Windolf
Business Name: Windolf Construction Inc
Office #: 850 229 2660 Cell #: 850 527 2583
Mailing Address: 318 6th Street City/State/Zip: Port St Lucie FL 32456
EMAIL Address: office@windolfconst.com

Authorized Agents: (Please Submit Notarized Authorization) _____

STATE LICENSE

State License #: RG0066385

General Contractor

Building

Residential

1. Number of Stories including mezzanines: 1 (not to exceed 3 stories)

2. Height of Structure: 18ft (not to exceed 47 feet from highest adjacent grade)

I, Bob Windolf, licensed as Windolf Construction listed above can only construct up to the following number of habitable stories 2. I understand that if the structure exceeds 2 stories I will be required to provide a Registered or Certified General Contractor's License with the State of Florida.

The aforementioned is true and correct to the best of my knowledge:

Bob Windolf 7-7-21
Contractor Date

Bob Windolf
Printed Name:

STATE OF FLORIDA
COUNTY OF FRANKLIN

The foregoing instrument was acknowledged before me on this 7 of July, 2021, by Bob Windolf, who is personally known/or produced _____ as identification.

Deborah L Barnes
NOTARY SIGNATURE:

Deborah L Barnes
PRINTED NAME:

SEAL:



September 12, 2022
My Commission Expires:

AGENT PERMISSION FORM

To Whom It May Concern:

This is to certify that Reinhard Windolf or Delores Windolf, acting as representatives of Windolf Construction, Inc. has our permission to act as our agent to obtain any and all necessary permits for the construction of my hangar at 8 Airport Road, Apalachicola, Florida.

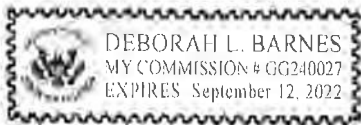
Robert Kasper 6/19/2021
Robert Kasper Date

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, Robert Kasper personally appeared, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me the execution of same.

WITNESS my hand and official seal in the County and State last aforesaid this 28 day of June, 2021.

Deborah L Barnes

Notary Public- (State) FL
Date Commission Expires Sept 12, 2022
(SEAL.)



City of Apalachicola

192 Coach Wagoner Blvd.
Apalachicola, FL 32320
850-653-9319 / 850-653-2205 FAX

April 1, 2021

Delores Windolf
Windolf Construction
318 6th St
Port St. Joe, FL 32456

Dear Ms. Windolf,

The lines on the property at the airport are property of the County and water is supplied to them by the City. However there is not a meter installed at the property line to track water usage. Your contractor will have to install the meter and make the taps needed to receive water service.

The City requires its customers to install Master Meter 3G meters to be able to be read by our software for data collection and billing. Your contractor can reach Rhett Butler for the pricing of the meter that will be needed at the site.

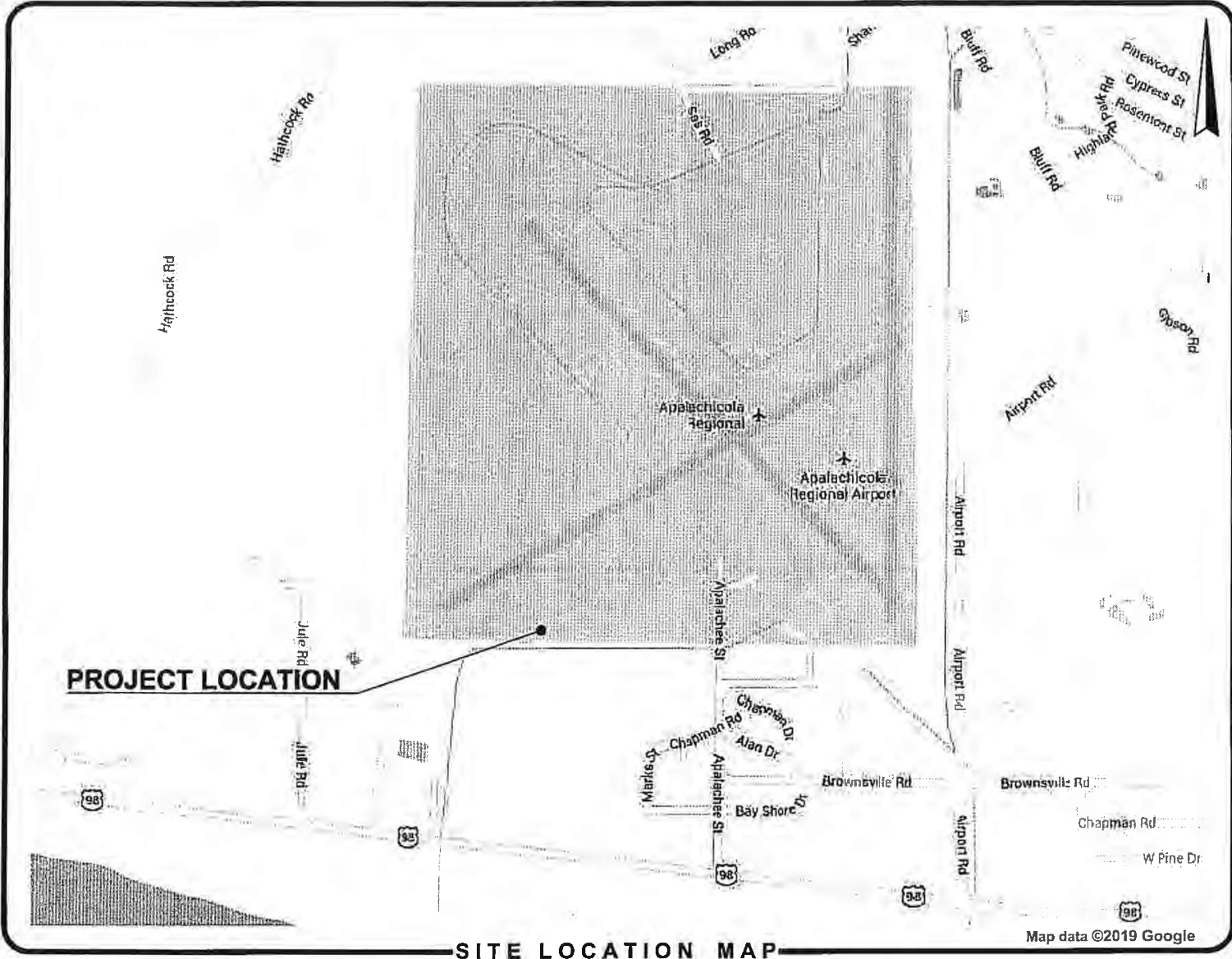
For this information or any questions or concerns, please call Rhett Butler at 850-653-5466.

Thank you,



Janelle C. Paul, CMC
Utility Billing Clerk

jcp



PROJECT LOCATION

SITE LOCATION MAP
N.T.S.

Map data ©2019 Google

SHEET	
G-	
G-	
G-	
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C-	
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F-	
F-	
P-	

PROPOSED
50' X 60' HANGAR
FFE = 17.25'

N:262732.26
E:1798924.44

N:262761.68
E:1798976.74

N:262725.76
E:1798931.92

N:262749.98
E:1798975.43

N:262716.11
E:1798937.41

N:262740.24
E:1798980.74

6:1

R21'

R10'

N:262736.36
E:1798994.34

N:262733.83
E:1798995.75

N:262741.85
E:1799003.99

N:262739.23
E:1799005.45

R10'

R21'

N:262696.19
E:1798948.50

N:262720.32
E:1798991.83

N:262686.44
E:1798953.81

N:262710.67
E:1798997.32

6:1

N:262731.18
E:1799039.80

6"W

6"W

6"W

6"W

6"W

6"W

6"W

17

16

15

17

4'SAN

4'SAN

4'SAN

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

GOAL

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

OBJECTIVE 1

Franklin County will respect constitutionally protected private property rights.

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

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

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

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

**Notice of Public Comments and Intent to Apply for CDBG-DR Grant Funds
Rebuild Florida Hazard Mitigation Grant Match Program**

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

This public notice is to solicit citizen comments on the proposed project. The public comment period begins September 7, 2021 and ends on September 21, 2021. The public hearing will be held on September 21, 2021, at the regular schedule Franklin County Board of County Commission meeting, located in the Courthouse Annex, Commission Meeting Room.

Franklin County has selected the project that best meets the requirements of both the HMGP and the CDBG-DR Hazard Mitigation Grant Match Program.

Project: Franklin County Volunteer Fire Department Acquisition & Demolition (Cost to Franklin County \$0.00)

In total, DEO has allocated \$109 million dollars in CDBG-DR funds to the HMGP Match Program.

The program guidelines for the **Rebuild Florida Hazard Mitigation Grant Match Program** are available on the DEO website.

This public notice and comment period is being conducted pursuant to the provisions of the Americans with Disabilities Act to ensure accessibility to all. Any person requiring special accommodations to participate in this public notification is asked to reach out to Jennifer Daniels at 850-653-8977 or em1frank@fairpoint.net. If you are hearing, speech impaired, or need other accommodations, please contact Florida Relay Service by dialing 7-1-1, which can provide many different services including Spanish to English translation.

REQUEST FOR QUALIFICATIONS (RFQ)

Franklin County Board of County Commissioners will be receiving qualifications until September 20th, 2021 for the contract position of Airport Manager for the Apalachicola Regional Airport (KAAF). Sealed proposals must be delivered by mail or in person to Franklin County Board of County Commissioners, Reference: Airport Manager RFQ, 33 Market Street, Suite 203, Apalachicola, FL 32320 by 4:30 p.m. on September 20th, 2021 to be opened, announced and released to the ranking committee at the September 21st, 2021 Commission Meeting. Franklin County reserves the right to reject any and all proposals. Franklin County does not discriminate because of race, creed, color, national origin or handicap status.

To obtain a copy of the RFQ Airport Manager Services Summary, please visit the county bids/awards page at www.franklincountyflorida.com or contact Erin Griffith by email erin@franklincountyflorida.com or phone 850-653-9783 Ext. 158.

FRANKLIN COUNTY

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



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

Airport Manager Services Summary:

The Airport Manager is responsible for and manages the implementation of Franklin County Florida's approved strategic, operational and financial activities of the Apalachicola Regional Airport (KAAF) so as to ensure its safety, financial stability, and robust aviation operations. KAAF has three runways over 5,200 feet with approximately 20 based aircraft and 6,000 operations a year.

The Airport Manager is responsible for day-to-day administration, operation oversight, safety, maintenance, public relations, reporting, security, emergency/disaster preparedness, project coordination, and other duties. **The Airport Manager serves subject to the authority of the Franklin County Board of County Commissioners** and is responsible for ensuring that all Federal Aviation Administration (FAA) and Florida Department of Transportation (FDOT) regulations and sponsor assurances/certifications are maintained/followed, and remain in good standing. The Airport Manager is the primary airport contact for FDOT, FAA, and Franklin County.

The Airport Manager oversees public events and programs held at the Airport. The Airport Manager will be required to attend public meetings to maintain good community relations and address concerns of residents and airport users. Membership and attendance at certain civic or business association meetings is encouraged. The Airport Manager will be required to respond to emergencies and weather events affecting KAAF.

Essential Duties and Responsibilities

- Develops and maintains an annual public relations plan in conjunction with the Airport Sponsor. Attends community meetings to respond to concerns. Plans and coordinates special aviation events activities at the airport as needed. Events include items such as open house to educate the community on the Airport.
- Develops and implements a long-range strategic business plan for the Airport.

- Assists and coordinates with county staff in regards to KAAF annual operating budget including revenues (i.e. rent, fees, and grants) and associated expenditures (i.e. maintenance, insurance).
- Prepares and manages KAAF's annual Capital Improvement Plan (CIP) budget in conjunction with the Airport Sponsor, and FAA/FDOT development program.
- Develops and executes an annual airport work plan including goals, and objectives with the Airport Sponsor.
- Manages all aspects of the airport grounds and facilities to ensure the safe, efficient, secure and continuous operational use of airport runways, taxiways, buildings and other related areas.
- Ensures weekly inspections of runways, taxiways, associated safety areas, ramps, NAVAIDS, and weather station.
- Communicates airport business by written and verbal communications in English. Establishes and maintains the business records for the airport, including general correspondence, special reports, budgets, Notices to Airmen (NOTAMS), project reports, grant administration and processing invoices for services rendered.
- Oversees contractors, lessee staff, and other staff who may from time-to-time be assigned to work at the airport for mowing, maintenance, or other related work and ensures compliance with all regulations and safety protocols.
- Plans and coordinates updates and implementation of the Airport Layout Plan (ALP) and Master Plan, as well as project management such as Runway/Taxiway development and maintenance, land acquisition, environmental studies, Storm Water Pollution Prevention Plan, hangar development and financial planning.
- Monitor's airport tenants and use of the airport to ensure that the Airport's Minimum Operating Standards and Rules and Regulations are followed along with compliance with Federal, State and local aviation regulations.
- Coordinates key airport matters regularly with Franklin County, FAA, FDOT, FBO and Airport Consultant Engineers and Planners.
- Prepares for and oversees disaster/emergency operations at the airport as needed including coordination with key Franklin County staff, law enforcement, FAA, and FDOT. This may require off-hour calls and response.
- Performs other duties as assigned.

General Requirements:

Education: Degree in a field related to Aviation Management, Aviation Science or Business or five years of equivalent experience.

Experience: A minimum of 3-5 years of experience with airfield operations. Franklin County desires an applicant to have a hands-on approach to airport management, excellent communication skills and the experience and desire to further the economic development of the airport. It is preferred that an applicant be a licensed pilot, but not a requirement.

Geographic Location: Applicant should be based within 100 miles of Apalachicola Regional Airport, able to maintain a presence at the airport and be involved in the local community.



**Franklin County CR 30A Widening and Resurfacing CEI
 FPID # 440621-1-54-01 Southeastern Consulting Engineering, Inc.
 Agreement For Professional Engineering Services**

09/17/2021

Southeastern Consulting Engineering, Inc., hereinafter called "SCE", and the Franklin County Board of County Commissioners, hereinafter called "client", agree as follows:

I. Project Description

The total length of the project is approximately 5.3 miles. The scope of the project includes widening the existing roadway from 22' to 24' wide and resurfacing the existing travel lanes, adding 5' wide paved shoulders, necessary drainage improvements, and upgrading signage and pavement markings. In this letter, we have taken every step necessary to provide information that will confirm that we are the most versatile and best suited team to provide the administration and inspection services for this contract.

II. Scope of services and fees.

- A. Conduct a pre-construction meeting with County, FDOT and contractor.
- B. Perform a pre-paving meeting with County, FDOT and contractor as needed.
- C. Review plans and specifications to become familiar with the proposed project.
- D. Prepare daily and weekly monitoring reports. Weekly reports to be submitted to the County and FDOT.
- E. Maintain contract folder to meet County and FDOT requirements.
- F. Observe construction operations on a daily basis when significant work is being performed.
- G. Meet with County and FDOT staff to resolve issues in the field as needed.
- H. Review contractor pay requests as submitted, mark up and provide approval to the County.
- I. Prepare change orders, completion certifications and other necessary project documents as needed.
- J. Assist the County in closing out the project to meet FDOT requirements.
- K. Responsible to ensure that the work is constructed as designed.

The above referenced services provided by SCE will be performed for a total lump sum fee of \$208,888.00. SCE will proceed with the work upon receipt of the fully executed agreement. Services not described above that are to be performed by SCE will be additional and billed at our hourly rates. SCE will not proceed with additional services without prior authorization from the client. Additional services will be based on time spent to be billed at the following rates:

Senior Project Engineer	\$145.03/hr.	Project Administrator	\$125/hr.
Compliance Specialist	\$64.00/hr.	Senior Inspector	\$42.97/hr.
Inspector	\$42.97/hr.	Asphalt Plant Inspector	\$46.93/hr.
Clerical	\$48.00/hr.		

III. Items not included.

- A. Items that are not included in the proposal may include, but are not limited to the following:
1. Geotechnical, surveying, landscape architecture, architecture, biological, and archeological services except as specified above.
 2. Meetings with homeowners associations and adjacent property owners.
 3. Request for services by the client that are not specifically described in the above services.
 4. Request from governmental agencies which requires services not described in the Scope of Services.
 5. Services associated with the permitting, design, and coordination of off-site utility extensions except as specifically described in the above task.
 6. Services associated with FEMA Floodplain mapping and permitting.
 - ~~7. Services during construction.~~
 8. Services required due to changes in codes and regulations that occur after the date of this proposal.
 9. Service required for an off-site turn lane design and permitting that may arise as a condition of traffic approval.
 10. Services associated with retaining wall design and permitting.
 11. FDEP and/or COE dredge and fill permitting except as indicated in the Scope of Services.
 12. Sewage treatment plants and sewage pumping stations.
 13. Consumptive Use/Well permitting with NFWFMD.
 14. As-built survey.
 15. Permitting fees. **(Client will be responsible for paying all permit fees directly to the permit authority at the time of submittal.)**

IV. ~~Reimbursables.~~

- ~~A. Reimbursable cost not included in the lump sum fee or hourly rate may include, but are not limited to the following out-of-pocket expenses which shall be charged at actual cost:~~
- ~~1. Delivery cost.~~
 - ~~2. Local travel not to exceed 42 cents per mile.~~
 - ~~3. Permit fees.~~
 - ~~4. Printing, plotting, and reproduction costs.~~
 - ~~5. Material and supplies cost unique to the project.~~

V. Terms and Conditions.

- A. An invoice will be submitted monthly for work based on the percent of tasks complete. Payment shall be received within 15 days of client's receipt of invoice. Payment not received by the due date will accrue interest at a monthly rate of 1.5%. SCE reserves the right to stop work on the project until full payment is made on the outstanding invoices. In the event any portion of an account remains unpaid 90 days after the billing, SCE may institute collection action and Client shall pay all costs of collection, including reasonable attorney's fees.
- B. The proposed project may be contingent upon government approval. SCE cannot guarantee any approvals by the federal, state, or local agencies and is not responsible for

their actions or consequences that may arise as a part of the project's review by government agencies.

- C. Either party may terminate this agreement by providing seven days written notice. The client shall pay SCE for work completed up to the date of termination. If a dispute arises out of or relates to this contract, or the breach thereof, and if said dispute cannot be settled through direct discussion between the parties, then the parties agree to first endeavor to settle the dispute in an amicable manner by mediation before having recourse to arbitration or a judicial forum.
- D. Unless otherwise stated, SCE will have access to the site for activities necessary for the performance of the services. SCE will take reasonable precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage and will not be responsible for such costs.
- E. All opinions and conclusions of SCE, whether written or oral, and any plans, specifications or other documents and services provided by SCE are for the sole use and benefit of the client and are not to be provided to any other person or entity without the prior written consent of SCE. Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of any third party against either SCE or Client. All documents produced by SCE under this agreement are instruments of SCE's professional service and shall remain the property of SCE and may not be used by the Client for any other purpose without the prior written consent of SCE.
- F. SCE agrees to maintain professional liability coverage in the amount of \$1,000,000 per claim and \$1,000,000 in the annual aggregate for the period of design and construction of the Project and for a period of three years following substantial completion.
- G. SCE represents and warrants that it and its agents, staff and consultants employed by it are protected by worker's compensation insurance and that SCE has such coverage under public liability and property damage insurance policies which SCE deems to be adequate and in line with other professional service firms currently practicing under similar conditions. Certificates for such policies of insurance shall be provided to client upon request in writing. Additional insurance, if requested in writing by client prior to commencement of services, will be obtained by SCE, if procurable, and charged to the client.
- H. This proposal shall be considered null and void if not signed by client and received by SCE within 30 days from the date of this letter.

We would appreciate the opportunity to provide these professional engineering services and are thankful for the opportunity to submit this proposal. Upon receiving the signed agreement, SCE will proceed with the project as proposed.

In witness whereof, this agreement is accepted on the date last written below, subject to the terms and conditions stated and the provisions set forth herein.

_____ Initials

Client:

For: Franklin County Board of County Commissioners

Address: 34 Forbes Street

Apalachicola, Florida 32320

Signed: _____

Printed Name: Ricky Jones

Title: Chairman

Date: _____

Consultant:

Southeastern Consulting Engineers, Inc.

Address: Post Office Box 141

Wewahitchka, FL 32465

Signed:  _____

Typed Name: L. Jack Husband III, PE

Title: President

Date: September 17, 2021



Florida Fish and Wildlife Conservation Commission

September 9, 2021

Commissioners
Rodney Barreto
Chairman
Coral Gables

Michael W. Sole
Vice Chairman
Tequesta

Steven Hudson
Fort Lauderdale

Gary Lester
Oxford

Gary Nicklaus
Jupiter

Sonya Rood
St. Augustine

Robert A. Spottswood
Key West

Office of the
Executive Director
Eric Sutton
Executive Director
Thomas H. Eason, Ph.D.
Assistant Executive Director
Jennifer Fitzwater
Chief of Staff

Division of Law
Enforcement
Colonel Roger Young
Director

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850-487-0463 FAX

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32399-1600
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Hearing/speech-impaired:
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800 955-8770 (V)

MyFWC.com

Mark C. Curenton, County Planner
Franklin County Board of County Commissioners
34 Forbes Street, Suite 1
Apalachicola, FL 32320

**RE: Florida Boating Improvement Program Application #21-006
St. George Island Boat Ramp Improvements**

Mark C. Curenton:

The Florida Boating Improvement Program (FBIP) Evaluation Committee met on June 28, 2021 to score and rank applications for fiscal year 2021-2022 funding. Based on the score the application received and the funding that the program has available to obligate, I am pleased to inform you that your project has been awarded up to \$80,000.00 in funding.

Do not begin work on the project until a grant agreement has been signed by both parties. The Florida Fish and Wildlife Conservation Commission will provide the Franklin County Board of County Commissioners with a grant agreement for review. The FBIP will not reimburse the applicant/grantee for any funds spent prior to the execution of a grant agreement unless pre-award costs were requested in your application and pre-approved.

If you have any questions, please contact me at (850) 617-9559 or by email at Nickie.Stricker@MyFWC.com or at FBIP@MyFWC.com.

Sincerely,

Nickie Stricker, Program Administrator
Florida Boating Improvement Program
Boating and Waterways Section

/ns

FRANKLIN COUNTY
CITIZEN PARTICIPATION POLICY/PLAN FOR THE
FLORIDA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

The Franklin County Board of County Commissioners (the County) will involve its citizens in the planning of Community Development Block Grants, and will provide affected parties opportunities for comments and complaints throughout the grant application and award period. The County will not discriminate against anyone based upon race, color, religion, national origin, sex, age, familial status, or disability.

1. Definitions

“CATF” means Citizen’s Advisory Task Force pursuant to section 290.046(5), F.S. The CATF shall be comprised of at least five residents of the County’s jurisdiction, which shall mean the unincorporated portion of the County unless the state or federal funding agency confirms that participation in a grant may be countywide. None of the members shall be an elected official of the County, and no more than one shall be an employee of the Board of County Commissioners.

“CDBG” means the Community Development Block Grant, which is initiated by the U. S. Department of Housing and Urban Development (HUD) or its successor agency, and passed through the Florida Department of Economic Opportunity (DEO) or its successor agency.

“Household” means all individuals residing in a dwelling unit, regardless of their relationship.

“Household Income” means the income of all individuals aged 18 and above residing in a dwelling.

“Income” means annual income as defined by the U.S. Department of Housing and Urban Development as set forth in 24 CFR 570.3, and incorporated by reference in rule 73C-23.0030, F.A.C.

“Public notice” means an advertisement published in a local newspaper of general circulation at least five days and no more than 30 days prior to the day of the event for which the notice was placed. The calculation of the time period shall include the date of publication of the notice but not the day of the event.

2. Citizen Advisory Task Force

The Board of County Commissioners will appoint a CATF as defined herein. A minimum of 51% of the members will have a household income within the applicable HUD limit for the CDBG program. Consideration will be given to appointing CATF members who are, or represent, minorities and women.

The primary purpose of the CATF is to provide input during the grant application process regarding community needs as well as recommendations for what should be included in the grant application. A secondary purpose of the CATF is to provide input in the decision process regarding potential changes to the grant, if applicable, or other issues relating to the grant implementation. An additional potential

Franklin County CDBG Citizen Participation Plan

function the CATF may serve is to hear, and potentially assist in resolving, complaints from citizens and/or other interested parties regarding the grant program.

The CATF will meet a minimum of one time during the grant application process. The sole/first meeting may be prior to the first public hearing and development of a preliminary draft application, although the meeting may be at any time prior to the development of the grant application and public notice of the second/final public hearing. The CATF may meet again during the application process, to further consider options or to develop recommendations to present to the County.

If the CDBG grant that is awarded will require significant changes to the grant agreement between the County and DEO, the CATF may meet again to review and comment on the proposed change(s). The Board of County Commissioners, or its representative, may request that the CATF meet to hear complaints or disputes regarding the program.

All meetings of the CATF shall be properly noticed, according to applicable Florida Statutes. During the grant application process, this shall involve public notice as defined herein.

3. Public Hearings

The County shall provide public notice of all public hearings in accordance with subsection 73C-23.0031(27), F.A.C. All public hearings must be conducted by a member of the County Commission or the County's duly authorized representative at a time and place convenient to potential beneficiaries. The location of the hearings will be accessible to disabled individuals who wish to attend, which may involve making reasonable accommodations for the disability.

The County will conduct a minimum of two public hearings on the grant application prior to submitting the grant application. Additional public hearings during the grant application process or during grant implementation may also be conducted.

A. The first public hearing shall be held before the grant application has been drafted. The purpose of this hearing is to inform the public of the availability of CDBG funds, what the funds can be used for and other relevant information, and to take public comment on needs and suggested components of the proposed grant application.

The notice of the first public hearing shall include:

- (I) The date, time, and address of the hearing;
- (II) The federal fiscal year for which an application is being considered;
- (III) The range of activities for which CDBG funding may be used; and
- (IV) The amount for which the community can apply.

B. The second/final public hearing: At least one public hearing will be conducted after the application has been drafted and before the application cycle closes. There must be an opportunity for public comment at this hearing, and the comments received must be documented.

Franklin County CDBG Citizen Participation Plan

The notice of public hearing shall include:

(I) A summary of the draft application to include:

1. The federal fiscal year for which an application is being considered;
2. A description of the activities that will be undertaken with CDBG funding;
3. A budget that lists the specific CDBG dollar amounts that will be allocated for each activity;
4. The National Objective that will be met by each activity, except administration and engineering; and,
5. For Neighborhood Revitalization, Commercial Revitalization and Economic Development projects, the locations of the proposed activities, including street names or road numbers.

(II) The website or physical location where a copy of the draft application can be obtained.

(III) Information describing where written comments may be submitted and the deadline for submission.

(IV) The date, time, and address of the hearing.

C. Additional grant application public hearings may be conducted if desired by the County. This/these shall be supplemental to the mandatory two public hearings, for the purpose of exploring additional options or reviewing changes to the proposed grant application that may arise during the application process.

D. If a modification to an awarded CDBG grant is proposed, especially a reduction in proposed beneficiaries or accomplishments, the CDBG program rule, or applicable state or federal regulations/law, may require the County to conduct a public hearing on the proposed modification.

4. Additional Public Comment

Residents of the County or other parties affected by the County's CDBG program may provide public comment on the program at any time during the grant process. Comments may be directed to the Board of County Commissioners, County Clerk, County staff, or a consultant contracted to prepare or administer the grant or to provide project engineering services. The person(s) receiving the comment will provide consideration of the comment, and will communicate with the person making the comment as he/she deems appropriate. Comments may be oral or written, depending upon the type and seriousness of the comment. If the comment is of a controversial nature, or requires a specific action by the County, the comment and response will be documented by the person receiving the comment and by others if the comment is referred to another person or body.

5. Complaints

Residents of the County or other parties affected by the CDBG program may issue a complaint about the program at any time during the grant process. Complaints may be oral or written, depending upon the type and seriousness of the matter. Comments may be directed to the County Commission, County staff, or a consultant contracted to prepare or administer the grant or to provide project engineering services, as the complainant may determine to be appropriate. In most cases, the complaint should be issued to a responsible County staff person, such as the Grants Coordinator or an appropriate manager. If the complaint is not resolved by staff, complaints of a serious nature should be submitted in writing to the Commission Chairperson, at the County address, in a timely manner, with a clear statement of the nature of the complaint and requested action from the County.

Franklin County CDBG Citizen Participation Plan

The person(s) receiving the complaint will provide consideration of the complaint, and will respond within 15 calendar days. The response may be notification that the problem has been addressed, when feasible and appropriate. Other situations might be controversial, complicated, not feasible or too expensive to resolve according to the complainant's stated wishes. In such circumstances, the initial response may be a request for the complainant to clarify the complaint or to put the complaint into writing, or to state what action has been or will be taken in response to the complaint. For example, the response might be that discussion of the complaint will be scheduled for the next Commission meeting, or referred to another party.

The County will attempt to resolve all complaints in a timely manner. If the complainant is not satisfied with the County's response, the CATF might be called upon to attempt to mediate the dispute or resolve the complaint. If all attempts to resolve the complaint fail, the complainant will be provided contact information for the DEO representative who would be appropriate to handle the matter.

This policy/plan is adopted by the Franklin County Board of County Commissioners on the ____ day of _____, 2021, effective immediately, and replaces the County's previous CDBG Citizen Participation Plan.

Attest:

Ricky Jones, Chairman

Michele Maxwell
Clerk to the Board of County Commissioners