



**FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING
COURTHOUSE ANNEX, COMMISSION MEETING ROOM**

MAY 18, 2021

9:00 AM

AGENDA

*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 extension 373 for assistance.

To join Zoom via computer, use the link (<https://zoom.us/j/98870149279>) 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 (988 7014 9279). 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.

Call to Order

Prayer and Pledge

Approval of Minutes

- A. May 4, 2021 Regular Meeting

Payment of County Bills

Awards and Recognitions

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.

Clerk of Courts – Michele Maxwell – Report

- B. Report (agenda packet)

Department Directors Report

Superintendent of Public Works – Howard Nabors

- C. **Informational Item**

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

Solid Waste Director – Fonda Davis

- D. **Informational Item**

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

Emergency Management Director – Pam Brownell

- E. **Action Item**

- 1. Request the Boards approval to advertise for RFP for Debris Monitoring and Debris Removal Services. This request includes the advertising for the municipalities (City of Carrabelle and City of Apalachicola) and Special District (Dog Island). The municipalities and special district will then have to sign their own contracts. Allowing them to advertise assures their compliance in the RFP Process.

Informational Items

- 1. EOC Staff along with our CERT Volunteers continue to distribute washable & reusable cloth mask throughout our community. We have partnered with the City of Carrabelle and City of Apalachicola Chamber of Commerce along with the St. George Island & Eastpoint Visitor Centers to assist with distribution to local businesses and residents. We will continue this effort as long as supplies are available.
- 2. EOC Staff continue to participate in conference calls with State DEM, Region 2, DOH, FEMA, etc. regarding COVID 19. We also continue to update WebEOC with Local State of Emergency and SitReps.
- 3. Amanda Anthony completed the Integrated Emergency Management Class.
- 4. EOC Staff participated and passed the K0705 Class.
- 5. Moulage is the art of applying mock injuries for the purpose of training emergency response teams. Amanda Anthony is training to become efficient in the art of Moulage. This will enable our exercises to better simulate real life events allowing for trainees to respond more effectively. Attached are a few pictures of her work.

6. EOC Staff will participate in the National Weather Training on 05/17-05/21/21.
7. Franklin County EOC/Duke Energy Meeting - Storm Season 2021 is scheduled for 05/19/21.

Extension Office Director – Erik Lovestrand

F. Informational Items

General Extension Activities:

1. During this period, the Extension office assisted citizens on the topics of pine bark beetles, composting methods, plant identification, tent caterpillar identification, and more.
2. Extension Director participated in statewide Extension Symposium that met virtually for the week of May 3-7.
3. Extension Director participated in a planning meeting for the annual CED In-service Training session for this year.

Sea Grant Extension:

4. Extension Director participated in the Reserve Advisory Committee regular meeting for the Apalachicola NERR.
5. Extension Director participated in a conference call with other UF faculty regarding a grant proposal focused on oysters as a tool for nitrogen removal from coastal ecosystems. Call for proposals is out from The Nature Conservancy.
6. Extension Director participated in the FL Sea Grant: Aquaculture Work Action Group planning meeting and a workshop in Wakulla County regarding ideas to move the oyster aquaculture industry forward in the region.

4-H Youth Development:

7. The Extension office, on behalf of the Local 4-H shooting sports club, has submitted an application to the NRA Foundation Teach Freedom grant program for additional archery supplies to be operational for additional youth. Thus far, the proposal has reached the status of “recommended for funding” by the review committee and awaits approval from their Board.
8. Extension Director participated in planning meeting for this year’s Ag Adventure program for 4th and 5th grade students.

Family and Consumer Sciences:

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

Agriculture/Home Horticulture:

10. Two Master Gardener classes took place at the local Extension office during this period. There are ten people currently taking the training over a 13-week period.

TDC Administrator – John Solomon – Report

G. Informational Items

1. Parks & Recreation installed all 20 signs on public beach access points. In the process of installing the signs they needed to construct nice frames for the signs. They used \$1049.60 of their budget to build the frames the TDC board voted to reimburse Parks & Recreation the funds.

2. The February Collections were \$84,508.31 which is a decrease of \$10,508.71 or a 11.06% decrease over February 2020.

3. The Florida's Forgotten Coast Mobile App now has 2,447 users. It has been averaging about 18 new users every day for the last few weeks.

Consultant – Traci Buzbee – Update

H. Update

Public Hearings 10:35 a.m. (ET)

- I.** 10:35 a.m. (ET) or as soon thereafter as possible: AN ORDINANCE REZONING 20 ACRES OF LAND IN SECTION 30, TOWNSHIP 6 SOUTH, RANGE 7 WEST, FROM R-6 RURAL RESIDENTIAL DISTRICT TO R-1 SINGLE FAMILY RESIDENTIAL DISTRICT
- J.** 10:50 a.m. (ET), or as soon thereafter as is possible: AN ORDINANCE AMENDING FRANKLIN COUNTY ORDINANCE 2013-1 TO PROVIDE FOR THE EXEMPTION OF WHOLLY SUBMERGED LANDS FROM MUNICIPAL SERVICE ASSESSMENTS FOR FIRE AND RESCUE SERVICES; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE
- K.** 11:00 a.m. (ET), or as soon as possible; AN ORDINANCE LEVYING AND IMPOSING AN ADDITIONAL ONE CENT TOURIST DEVELOPMENT TAX; PROVIDING FOR USE OF THE TOURIST DEVELOPMENT TAX; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.
- L.** 11:15 a.m. (ET) or soon thereafter as is possible: AN ORDINANCE ESTABLISHING A PROGRAM IN THE UNINCORPORATED AREA OF FRANKLIN COUNTY FOR THE PREVENTATIVE MAINTENANCE AND REPAIR OF PRIVATE DIRT ROADS; FINDING THAT THIS PROGRAM SERVES A PUBLIC PURPOSE; LIMITING THIS PROGRAM TO PRIVATE INDIVIDUALS ONLY, EXCLUDING ALL ROADS OF ALL GOVERNMENTAL ENTITIES AND AGENCIES, EXCLUDING ALL ARTIFICIAL ENTITIES; REQUIRING THAT THE COUNTY SHALL BE PAID IN ADVANCE FOR ITS ACTUAL COST FOR SUCH PROGRAM; ESTABLISHING LIMITATIONS AND GUIDELINES FOR SUCH PROGRAMS; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

RFP / RFQ / Bids Opening

- M.** The Franklin County Board of County Commissioners is seeking civil engineering services relating to the construction engineering and inspection (CEI) of the multi-use trail and bike path on the CR 370 Alligator Point Multi-Use Path Project. The scope of this project will include the construction of a 10' multi-use path from George Vause Road eastward for approximately 1 mile to Gulf Shore Boulevard on Alligator Point, FL as identified in the County's Local Agency Participation contract with the Florida Department of Transportation (FDOT). Consideration will be given to only those firms that are qualified pursuant to law and that have been prequalified by FDOT to perform the indicated types of work.
- N.** The Franklin County Board of County Commissioners is seeking civil engineering services relating to the construction engineering and inspection (CEI) for the widening and resurfacing improvements on County Road 30A from U.S. Highway 98 to Thirteen Mile Road. 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. Consideration will be given to only those firms that are qualified pursuant to law and that have been prequalified by FDOT to perform the indicated types of work.

Fiscal Manager/Grants Coordinator – Erin Griffith – Report

O. Action Items

1. Accept rankings of firms for RESTORE Projects and authorization to negotiate

On Wednesday, May 5th the evaluation committee met and ranked the firms who responded to the RFQs for the County Wide Dune Restoration Project and the St. George Island Storm Water Improvements Project. Upon tabulation of the attached rankings, MRD & Associates was the highest ranked firm for the County Wide Dune Restoration Project and Dewberry and Associates was the highest ranked firm for the St. George Island Storm Water Improvements Project. On May 12th, the county finally received the formal grant award from treasury for the two design grants. As the grants are now approved, county staff can now proceed with negotiations and contract award with the two highest ranked firms.

To avoid confusion with the goal of the projects during the contract negotiations, Alan wants the Board to be aware of what kind of construction budget he thinks is realistic for \$100K worth of design. For both projects, it was Alan's intention that the design projects not only provide recommendations for solutions for each project, but also construction plans and permit applications, where applicable. Due to the significant time delay between application and approval of projects by treasury, Alan wants the design projects to be complete so that the Board and the community can move to construction as quickly as possible.

Dune Restoration- this project covers about 16 miles of beaches. Because of the variability in existing dune and beach profiles around the county, there will mostly likely be multi-pronged design recommendations. The estimated construction budget for dune restoration is \$1 million to \$1.5 million. Alan wants to make sure the Board understands that this is a dune restoration project. In areas where there are no existing dunes or existing beach, like the area in front of the section of Alligator Drive that the county is currently rebuilding, this dune restoration project will not work and those areas are not covered by this project. There must be adequate existing beach present in order to build dunes on a \$1 million dollar budget. The design consultant will evaluate the beaches and make recommendations on appropriate solutions for different scenarios.

St. George Island Storm Water- this project covers the entire business district, which is about 30 acres. There are a few isolated drainage pipes in the district leading to the retention ponds on Franklin Blvd, but those ponds are at capacity and probably treat less than 1/3 of the storm water accumulating in the district. The untreated storm water currently stays on the road surfaces causing failure of asphalt and base as there is no storm water conveyance system except for those leading to the Franklin ponds. The storm water project will analyze the entire district and then prioritize the areas that need improvements first. Alan still wants this design project to result in construction plans that will solve at least some of the storm water problems. The complexity of the solutions will determine how much construction will occur. Alan is estimating a construction budget of \$3 million to \$3.5 million.

There is currently \$9.9 million at Treasury for Franklin County. The design and construction of these 2 projects would use about \$5 million of the current funds. Next April another \$1.2 million will be put into the Treasury in accordance to the settlement worked out by the federal government and BP. Over 15 years, the Board will receive some \$22 million of RESTORE funds, so as the funds come in the Board can continue to develop projects. Treasury will not approve projects in excess of the funds available so the Board will need to work within the funds available.

Alan has talked to the Board in the past about a beach restoration project that would build about one mile of beach in front of the Alligator Drive washout. The total budget for this project has been estimated by Mike Dombrowski of MRD and Associates at \$10 million, with \$5 million of RESTORE funds matched by \$5 million of FDEP funds. Franklin County has requested \$200,000 from FDEP this year to finish the design of the beach project. The county has not been notified whether those funds were allocated by the Legislature. If granted it could be possible that in 2023, or 2024, the county would be in the position to request \$5

million from FDEP for construction of the beach, which in turn would mean the Board would need \$5 million of RESTORE as a match. Of course, the issue of who pays for the maintenance of the beach will still need to be resolved before the county could commit to building a beach.

Board action to accept the rankings of the evaluation committee and to authorize staff to negotiate with the two highest ranked firms for the two RESTORE design grants.

2. Gulf Council Letter for Dredging Projects

Alan has been working with the Consortium to resolve issues raised by the Gulf Council concerning our dredging projects. Please find attached the questions from the Gulf Council, and the joint response from Alan and the Corps. After the Gulf Council reviewed the response, they then asked for a letter on county letterhead confirming the county will be responsible for any non-federal cost over-runs above \$5 million dollars. Alan has drafted a letter and it is also attached. The Board needs to approve this letter, or some form of it, and have Alan send it to the Gulf Council.

Just for information, Alan had a teleconference call last week with Mr. John Collins, AVCON, and the Corps of Engineers regarding the status of the FDEP permit for the Two Mile Channel. The Corps believes that FDEP will find the Corps application to be complete by the end of May, and then FDEP will have a statutorily limited time to review and issue the permit. Just like the Eastpoint Channel, the Corps says the dredging of Two Mile will take place in the fall.

Board action to approve the draft letter in regards to cost over-runs for the dredging projects and send to the Gulf Coast Consortium as written or with modifications.

3. Grant Resolutions Florida Historic Preservation Grants

Requesting adoption of the attached two resolutions supporting the grant applications for the Florida Historic Preservation Grant Program for the Carrabelle Beach Wayside Park Restoration Project and the Buddy Ward Maritime Museum Project. The applications are due on June 1st and documented community support is needed for the two projects

Board action to adopt the two resolutions supporting the Florida Historic Preservation Grant Program applications.

4. Rolling Dump Truck Lease – Road Department

It is time to renew the rolling dump truck lease-purchase agreement for the Franklin County Road Department. Eight surrounding rural counties participated in this same program previously through Capital Truck of Tallahassee including Liberty, Madison, Suwanee, Taylor, Holmes and Calhoun. Unfortunately, this past year, Capital Truck of Tallahassee filed Chapter 11 Bankruptcy. The Mack dealership is now owned by Nextran and Nextran does not offer the same arrangement in place by Capital City as they are unable to guarantee the buyback price of the trucks. The buyback will occur at market pricing at the time of disposal. The 2021 cost of a new heavy-duty dump truck is \$154,697 per truck. The new structure will have the county owning the trucks for up to twenty-six months with making the first lease payment of \$15,000 per truck as in the previous agreement with the second year payment increasing to \$17,500 per truck. Before the third payment, the trucks will be returned to Nextran and replaced with two new model year dump trucks. This program allows the road department to have reliable dump trucks, covered by an added extended warranty with little maintenance expense year after year. This is the fourth renewal of the rolling lease program with some changes to the previous structure with new vendor Nextran.

Board action to approve the attached resolution and authorization for the Chairman to sign the six year lease purchase agreement with Leasing 2 to finance the purchase of two new dump trucks in the amount of \$319,245.72 from Nextran of Tallahassee and the trade-in of the 2020

trucks, county property tag numbers A005451 and A005452 subject to review and approval of the agreement by County Attorney Michael Shuler.

P. Informational Items

1. Sweeper Truck Status Update

On January 20, 2021 Franklin County issued a purchase order for the Sweeper Truck. The truck was initially supposed to be delivered in March, then delays in manufacturing caused by the Coronavirus Pandemic moved the anticipated delivery date to May and now back until sometime in June. I will keep the Board informed as to any additional changes in the anticipated delivery date.

2. Second Installment of Coronavirus Relief Funding for Airport

Franklin County was recently notified of a second round of Coronavirus Relief funding through the FAA to help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 public health emergency. The funds provided can only be used for purposes directly related to the airport and can include the reimbursement of an airport's operation and maintenance expenses. The county is working on the application at this time for these funds. The first award was \$30,000 through CARES and was used to offset the annual cost of property insurance for the airport.

County Coordinator – Michael Morón – Report

Q. Action Items

1. Congressman Dunn's Request: At your April 20th meeting, the Board was informed of Congressman Dunn's request for Congressionally Directed Community Project Funding applications. Mrs. Traci Buzbee, County's Consultant, was tasked with preparing and submitting two applications, construction funding for a new EOC and additional funding for Fort Coombs Armory fire sprinkler system. The County was notified on May 5th that Congressman Dunn submitted the \$1.5 million dollar application for a new EOC construction funding as one of the ten projects he was allowed to submit for funding. Mrs. Buzbee is available to answer additional questions regarding the application. Board discussion and direction.

2. TRIUMPH Meeting List: At your last meeting the Board discussed State Senator Doug Broxson's invitation to attend an 8 County Oil Spill Administrator's meeting on Monday, May 24th at 12:30 p.m. (ET) at the Walton County Courthouse Annex in Santa Rosa Beach. The Board agreed to create a list of projects that could be funded by TRIUMPH funds set aside for Franklin County. The current list of projects includes an additional wing to Weems Hospital, completion of the Coombs Armory renovation project, Broadband infrastructure project, and a trust fund for maintenance dredging of the Eastpoint Channel and 2-mile Channel. Will the Board add any additional projects to the list? Board discussion and direction.

3. Building Official: I am happy to report the Mr. Steve Paterson has received his Provisional Building Official (Code Administrator) license which allows him to assume the role as the County Building Official. He will have one year to pass an additional test that will remove the Provisional status. I am recommending an annual salary of \$50,000 for Mr. Patterson as your Building Official effective March 15th, as the County will not renew Mr. Garry Millender's contract for Building Official services. Board action to approve a \$50,000 salary for Mr. Paterson as the County's Building Official.

4. Eastpoint Streetlights: The Eastpoint Civic Association would like to install 16 streetlights on US 98 in Eastpoint between 2nd and Bayshore. It would light the area in Eastpoint that is considered the Business District with the most pedestrian traffic across Highway 98. Over the years there have been a number of traffic accidents, some including pedestrians, at this

location. In addition, increased lighting reduces crime and drug activity. Duke Energy's proposal to install these 16 streetlights has a \$344.00 upfront deposit cost and has a \$171.84 monthly recurring fee. With a few exceptions, the Board has turned down past requests for streetlights in more rural and secluded areas of the County, but keep in mind this request is along Highway 98 on a heavily traveled area. I have asked FDOT to look at the streetlight proposal to determine if, based on their criteria, there is adequate lighting. If FDOT determines there isn't adequate lighting, they may add streetlights in this area at their expense therefore reducing the number of lights that the Eastpoint Civic Association would be requesting for Board consideration. Board discussion and direction.

5. Flood Ordinance Public Hearing: Mrs. Angela Lolley, the County's Floodplain Manager, is ready to proceed with the Flood Ordinance process. Mrs. Lolley has been working extensively with the FEMA representative on the ordinance. The next step is to schedule a public hearing to discuss the draft ordinance. Board action authorizing Attorney Shuler to schedule and advertise a public hearing for the Flood Ordinance.

6. County Beach Parking Workshop: At your last meeting there was Board action to schedule a workshop to discuss the County's beach parking issues before we proceed with changing the ordinance. Staff, as directed in that same action, is in the process of contacting towing companies in Wakulla and Leon counties about providing weekend "roam and tow" services on Alligator Point. I am in the process of creating the June agendas and would like some consensus if the Board wants this workshop during the regular meeting agenda or at 1:30 p.m. (ET) after one of your regular meetings in June. Board discussion and direction.

7. Bridge Clean-Up Agreement Renewal: In 2020 the Board entered into a six-month agreement with the Sheriff for bridge clean-up services. That agreement has expired and requires a renewal if the Board would like to continue these services. Board action to renew the \$11,002.00 agreement with the Sheriff for bridge clean-up for another six months.

R. Informational Items

1. New EOC Update: At your April 20th meeting, we agreed to build the new Emergency Operation Center at the western corner of the Brownsville Road and Airport Road intersection. During that discussion there were concerns raised that if the communication tower had to be moved to that location there could be a possible issue with runway 18/36. I have asked Mr. Clay Kennedy of Dewberry to evaluate the eastern end of that same intersection as an option for the building. Mr. Kennedy has submitted both locations to the State and is awaiting a response.

2. Carrabelle Beach Crosswalk Update: Commissioner Ward, with Board support, requested a crosswalk with appropriate signals at Carrabelle Beach to allow of safer pedestrian crossings. Carter Johnson of FDOT and I have been working on this request for a few months now. Mr. Johnson called on Thursday to inform me that FDOT has submitted a request for a HAWK Pedestrian Crosswalk to the Federal Highway Administration for approval. He feels that it is a matter of when and not if, the HAWK Pedestrian Crosswalk will be installed. Below is a YouTube link that explains how the HAWK system is used in Sarasota. <https://www.youtube.com/watch?v=71sr59CYf54>.

3. Shiver to Alternate Seat on P&Z: At your April 20th meeting the Board appointed Mr. Tony Shiver to the Planning and Zoning District 1 seat. Since that time, staff realized that Mr. Shiver resides just outside of District 1's boundaries so he will serve as an alternate Planning and Zoning Board member.

4. BOA New Meeting Day: Inform the Board that the Advisory Board of Adjustment (ABOA) will now meet on the second Wednesday instead of the first Wednesday every month. Since the Planning and Zoning Commission meets on the second Tuesday every month, it is easier

to prepare for both meetings and meet advertising deadlines if they are both on the same week. ABOA members had no issues with the new meeting date.

County Attorney – Michael Shuler – Report

Commissioners' Comments

Adjournment

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

A.

File Attachments for Item:

A. May 4, 2021 Regular Meeting

**FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING
COURTHOUSE ANNEX, COMMISSION MEETING ROOM
MAY 04, 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

Call to Order

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

Prayer and Pledge

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

Approval of Minutes

A. April 20, 2021 Regular Meeting

On a motion by Commissioner Ward, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, it was agreed to approve the minutes from the meeting held on April 20, 2021. Motion carried 5-0.

Payment of County Bills

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

Commissioner Lockley questioned the payment to Mr. Jay Abbott. Clerk Maxwell said that she would check into the payment and provide more details.

Mr. Moron reported Sheriff Smith would like to recognize some members of his staff for Correction Officers/Professionals Week. Sheriff Smith recognized Major Summerhill, Lieutenant Millender, and Captain Varnes (not present), and all of the administrative staff for the jail.

Sheriff Smith announced Major Summerhill’s upcoming retirement. Major Summerhill thanked the Board for the opportunity to serve the community for 32 years and said he had enjoyed working in corrections and never desired to be a deputy. Major Summerhill encouraged young people to consider corrections as a career. Lieutenant Millender also thanked the Board saying she had served the county for 21 years. She stated she loved her job and consider her job to be a vital job of the sheriff’s department.

Commissioner Ward thanked the sheriff’s department staff for all they do. Commissioner Boldt commented on the link between affordable housing and job opportunities. Sheriff Smith said they had consider adding a couple of trailers to sheriff’s department property. Commissioner Lockley thanked the sheriff’s department staff. Chairman Jones asked that they make sure to thank Captain Varnes for his service also.

Public Comments

Mr. Gordon Hunter spoke regarding the new EOC location expressing his concerns that the Board rushed in making a decision. He feels that having it located so close to the runway will cause difficulties and asked the Board to revisit the location decision. Mr. Hunter said the fuel farm is fully functional and he doesn’t believe

that it needs to be replaced. He believes those funds could be used for improving infrastructure around the fuel farm.

Ms. Shirley Walker spoke on behalf of her granddaughter who was approved for the SHIP program. Ms. Walker said after the home was inspected by the county inspector, it was determined that the home was too far gone to repair. Chairman Jones asked that Mr. Moron follow up on this issue and see what was going on. Commissioner Lockley said we should repair what we can with the funds that we have at the time and then when more funds come available do the rest.

Chairman Jones asked Mr. Moron to find out what the report from SHIP states so that the county has a clear understanding. Mr. Moron said he believed the state may have changed the rules, and if so, the county may need to change the caps. Chairman Jones said the Board should be aware when the state changes things so that we can adjust. Commissioner Lockley spoke in favor of repairing the older houses, noting some of them withstood Hurricane Michael when some of the new ones did not. Ms. Walker said she was the administrator of the program about 16 years ago and she had to go back and ask for more funds. Ms. Walker said if the money is there we need to use it.

Clerk of Courts – Michele Maxwell – Report

B. Report

Clerk Maxwell presented the following report to the Board.

RE: Immobilization/"Booting" of Vehicles in Alligator Point

Clerk Maxwell said that she had reached out to other Clerks throughout the state concerning "booting" in their counties. In doing so, she discovered that Walton County just adopted an ordinance this year allowing for the booting of vehicles and she provided a copy of their ordinance 2021-6 for the Board's review. Clerk Maxwell reported that she did not find any small counties that have "booting" in place. She did report finding larger counties, including Brevard, Desoto, Manatee, and Sarasota Counties that are "booting". However, all counties that she found were using licensed security officers, and or approved companies that have met the requirement of Florida Statute 316.193(13). Once their application has been reviewed and it is confirmed all requirements have been met, the name of the immobilization agency is added to the Court's Order of Impoundment of Immobilization. Clerk Maxwell provided a copy of Administrative Order 2010-3.3 for Desoto, Manatee, and Sarasota Counties.

Clerk Maxwell expressed her concern if the Sheriff's department is the agency that will be administering the "boot" how will the payments be received? Would the fee go directly to the Sheriff's department? If the Board decides to impose a fine amount that needs to be processed through the Clerk's office then the payment would have to be received by an officer and brought to the Clerk's office for processing. If the person receiving the fine pays with a credit card, how would the payment be processed?

Furthermore, Clerk Maxwell reported that she had reached out to the Florida Clerk's Association and was informed that this is not typically something that is handled by the clerk's office. This is normally handled by a private "booting" company.

Clerk Maxwell requested direction from the Board on who will be responsible for the "booting" and questioned if the Board wanted to impose a fee that the Clerk's office would have to process. She said that once she receives clear direction from the Board, she will be able to address the issue and give a suitable recommendation on the distribution of the fines and fees.

Commissioner Lockley asked if the county would receive money for the booting. Clerk Maxwell said the Board would have to impose a fine. Attorney Shuler said the way the ordinance is currently structured the sheriff's office would apply the boots and the money would be turned over to the Clerk of Court. There would not be a booting company. Attorney Shuler said there are some issues and concerns that he has but we should wait until the actual hearing to discuss further.

Senator Ausley stopped by to give the Board a brief update on the recent legislative session. Senator Ausley said there is a lot of dollars coming down from Washington that will benefit the smaller counties. She said funds have been approved, pending a Governor veto, for the Fort Coombs Armory sprinkler system in the amount of \$250,000, the City of Apalachicola stormwater pipe and backflow devices for \$100,000, as well as funds for Forgotten Coast Cultural Coalition, Southeast Archeology Association, Shipwreck of Dog Island, and Franklins Promise. Senator Ausley said one million dollars have been allocated for the Apalachicola Bay oyster restoration and she will provide more details to the Board once she receives it. Senator Ausley stressed the importance of staying in close communication with the Board. Senator Ausley said that her broadband bill and early learning expansion bill had passed as well as funds for mapping for \$1.5 million. The statewide mapping process will begin determining who has broadband access and who does not. She reported that the prison closures were not mandatory and left to the discretion of the Department of Corrections if they determine a facility should be closed they can apply the savings to correction officer pay increases. School board term limits nor FRS changes passed. Senator Ausley expressed the importance of maintaining close contact communication as these funds come down from federal and state sources for once-in-a-lifetime opportunity to benefit Franklin County.

Chairman Jones asked if it would be appropriate to discuss item R. 6 at this time.

Mr. Moron presented Item R. 6 from his report.

6. 8 County Oil Spill Meeting: I received an invitation from State Senator Doug Broxson’s office to attend an 8 County Oil spill Administrator’s meeting on Monday, May 24th at 12:30 p.m. (ET) at the Walton County Courthouse Annex in Santa Rosa Beach. One of the main meeting topics for discussion are projects that the Board would like to fund with TRIUMPH dollars. I think it is proper for the Board to create a list of projects to submit to the Senator’s office for Triumph funding before the May 24th meeting. The Board could finalize this list, hopefully, a one-page list, at your May 18th regular meeting.

Chairman Jones said he we would like the Board to consider using these funds to take the mapping for the broadband or cell phone towers however that plan is, use Triumph dollars to pay for that project. Chairman Jones feels like it would be beneficial to our economy and community.

Commissioner Lockley asked Senator Ausley to talk to Ms. Walker regarding the SHIP program.

Commissioner Boldt said he would like to look into a tradeoff of property bought by the State and possibly creating infrastructure.

Senator Ausley said the County might want to think about Triumph funds to be a match for federal funds.

Commissioner Parrish brought up the issue of the sprinkler requirement for the Armory and how it was not required when the National Guard had the building. He said the County has a plan for it to be the convention center for the county. The building requires repairs which include landscaping, refinishing floors, and painting. The indirect benefits for jobs and economic value is huge. Commissioner Parrish would like to see this project on the list.

Senator Ausley said that it is particularly important to her for smaller counties to benefit. She mentioned affordable housing as a possible project. Senator Ausely said this is a once-in-a-lifetime opportunity we have to be creative and move the dialogues back and forth.

Commissioner Parrish said that Triumph is trying to use the same form for all counties and it doesn’t fit all sizes.

Chairman Jones highlight Commissioner Parrish’s comments regarding the armory convention center Visit Florida was going to hold an eco-tourism convention at the armory before covid and plan to hold it in February.

Chairman Jones would like to find out if we are trying to expand our hospital and add ancillary facilities can Triumph dollars be used.

A.

Commissioner Parrish said a good hospital adds to economic development and that people don't want to move into a community that doesn't have good health care.

Mr. Moron said maybe they should amend the rule so that under a certain population you don't have to create new jobs but maintain the jobs in place.

Commissioner Lockley said we've been asking for jobs for twenty years but it's two hours off the interstate one way. It would be nice if they would put a four-lane down Highway 65 or 67.

Commissioner Boldt said the county is a tremendous steward of our resources. He highlighted the upcoming repair of Alligator Point, and maintaining our hospital. He said our bay is shut down but our tourism is up over 112%.

Commissioner Ward thanked Senator Ausely for stopping by.

Chairman Jones thanked Senator Ausley for her patience and for allowing the Board to speak about the issues.

Department Directors Report

Superintendent of Roads and Bridges – Howard Nabors

C. Informational Items

- 1. Detail of Work Performed and Material Hauled by District (agenda packet)
- 2. We hauled to our stockpile 38 loads (approx. 684 cubic yards) of milled asphalt from Graham Creek on 65 in Eastpoint from Roberts and Roberts.

All roads graded and grass cut throughout county.

Mr. Moron presented Item R. 1 from his report.

1. Jingoli Power Laydown Yard: I was recently contacted by a Jingoli Power representative asking if the County would be interested in a lease for a storage and laydown yard for telephone poles, transformers, services trucks, heavy equipment and other related products. Jingoli Power acts as a subcontractor for Duke Energy. The requested area was next to the County's "State yard" off of Bluff Road (see attached map). Prior to seeking your approval today, Jingoli's representatives have cleared the use of this area with AVCON, as this is Airport property but outside of Runway 6/24 Protection Zone, and with Mr. Howard Nabors your Road and Bridge Superintendent, as this is located next to the County's Road Department storage and staging "State yard" that is used mostly during storms and disasters. Jingoli Power would like approval from the Board as soon as possible since hurricane season is approaching and it will take some time for them to prepare the site for use. If the Board is inclined to approve this request, it should be contingent on Attorney Shuler's review of the lease. Board action to approve the lease agreement for a storage and laydown yard with Jingoli Power for the area shown on the map contingent on Attorney Shuler's review.

Attorney Shuler asked what amount of property would be cleared. Mr. Moron said the runway protection zone and buffer will be left. Attorney Shuler said he would like more specifics of the lease. Mr. Moron said there will be improvements to the property,

Mr. William House addressed the Board to answer any questions they may have. Mr. House said they intend to leave a buffer and improve the surface, he estimates it to be roughly about eight acres. Estimates it to a minimum of 30-40 feet off of the main road. The proposed lease would be for five years at \$15,000 a month plus sales tax. He estimates a headcount of 50 contractors on-site, subcontracted through Duke Energy. They plan to hire locally with a local outreach program. They are trying to get it set up before hurricane season.

Commissioner Boldt said this just proves the value of commercialism of the airport.

A.

Commissioner Parrish said his main concern is to make sure the entrance and exit aren't near a curve. Mr. House said it would be at the farthest north end of the property so as not to affect traffic and away from the curve. Mr. House said they would put an exit and entrance at the back of the property also.

Mr. Moron said he did call Mr. Collins from Duke Energy and he gave the thumbs up.

Commissioner Boldt expressed concerns there was concrete in that area and Mr. Nabors said there was none. Mr. Nabors said he is okay with sharing this area with Jingoli Power.

Commissioner Ward made a motion to approve the Jingoli Power Laydown Yard lease agreement contingent on the approval of Attorney Shuler.

Commissioner Ward amended the motion to authorize Attorney Shuler to negotiate the Jingoli Power Laydown Yard lease agreement and bring it back to the Board for approval, seconded by Commissioner Parrish.

Attorney Shuler asked for clarification of where the staging area is located and whether it would be co-leased. Mr. Nabors said it was his understanding they would leave a green buffer between the storage areas and the Bluff Road side. Attorney Shuler will contact Mr. Nabors and Mr. House for further details.

Mr. House will provide Mr. Moron with job advertisements so they can be shared on the Board website.

Commissioner Jones clarified Jingoli Power is proposing a lease for about seven acres of usable property.

Motion carried 5-0.

Solid Waste Director – Fonda Davis

D. Informational Item

- 1. Right-of-Way Debris Pickup / Recycle Material Hauled

Attorney Michael Shuler presented the following item from his report for discussion.

City of Apalachicola –

The City of Apalachicola has asked for an amendment to the Animal Control Interlocal Agreement which would allow them to call a Sheriff's Deputy to the scene instead of sending a local police officer. Any amendment to the Interlocal Agreement will require a public hearing to amend the ordinance because it was adopted by the ordinance.

Chairman Jones said he would remind residents who live inside the municipality what are they paying for. Commissioner Parrish agrees with the Chairman. If you have a call within a the municipality and you don't have an officer how are you going to handle it? Commissioner Ward said there are times when only one officer is covering Carrabelle. It would give them the option to call the sheriff's office if the police officer was not available. Mr. Moron asked Mr. Davis if a sheriff's officer is not available would he hold off on sending an animal control officer. Mr. Davis said he would send someone to check out the situation. If someone calls in we need to attend to it. Attorney Shuler said the ordinance is written so that the first response is by a police officer and the police officer will determine whether an animal control officer is required to be called. Chairman Jones said it would be easier for the municipalities to respond within their boundaries. Commissioner Lockley asked why this issue was being discussed again and wasting the commissioners' time. Commissioner Parrish restated that the way the ordinance is written Mr. Davis isn't going to get a call unless law enforcement determines that animal control is needed.

Mr. Moron presented Item S. 2 and S. 3 from his report.

2. CareerSource Funding: At your last meeting the Board was informed that the last day for the workers participating in the Hurricane Michael program would be on April 30th as there was no additional funding. Once the accounts were balanced, there is actually enough funds for a few more weeks of work. Mr. Fonda Davis, CareerSource, and QLM (the employment agency) worked together to create a list of the current employees and supervisors that will continue to work for the next few weeks. I will ask Mr. Davis to inform the Board once the funds are completely expended.

3. Equal Shot Program: I wanted to use this opportunity to bring some attention and exposure to the Equal Shot basketball program led by JT Escobar. My 6-year-old grandson, Xavier Lewis, participated in this program for the first time this year and that exposed me to some of the great things this program is providing to the County’s youth. What makes this program unique from other sports programs is the core mission, “to develop and launch notable leaders & creative problem solvers in the community”. They focus not only on athletic development, but also leadership development and skill acquisition. This program is a great compliment to the successful baseball, soccer, and football programs already in the County. I’ve included a hand-out that provides additional information on the program.

Commissioner Ward noted there are some batting cages in need of repair. Mr. Davis said he would like to repair the fencing throughout the county in all complexes and will be adding that in the upcoming budget.

Emergency Management Director – Pam Brownell

E. Informational Items

- 1. EOC Hosted a G-400 Class on 04/27 – 04/28/21.
- 2. IPAW/WEA/EAS System test was completed on 04/28/21.
- 3. EOC Staff along with our CERT Volunteers continue to distribute washable & reusable cloth mask throughout our community. We have partnered with the City of Carrabelle and City of Apalachicola Chamber of Commerce along with the St. George Island & Eastpoint Visitor Centers to assist with distribution to local businesses and residents. We will continue this effort as long as supplies are available.
- 4. EOC Staff continue to participate in conference calls with State DEM, Region 2, DOH, FEMA, etc. regarding COVID 19. We also continue to update WebEOC with Local State of Emergency and SitReps.
- 5. EOC Staff is participating in the K0705 Class.
- 6. EOC Staff filed quarterly reports for EMPG and EMPG-S.
- 7. EOC Staff participated in the FDEM Director Call on 04/28/21.
- 8. EOC Staff participated in the EMPA/EMPG Call on 04/15/21.

Mrs. Brownell asked for clarification on the specific site to be leased by Jingoli Power saying she wanted to make sure she would still be able to store the sandbags. Mr. Moron and Mr. Nabors confirmed the area where the sandbags are stored will not be impeded by the leasing of the property to Jingoli Power. Mr. Nabors said he had met with them and clarified what we use and what we would need access to.

Extension Office Director – Erik Lovestrand

F. Informational Items

General Extension Activities:

A.

1. During this period, the Extension office assisted citizens on the topics of disease in *Thuja arborvitae* trees, Master Gardener topics, snake identification, and more.

2. Extension Director participated in the NW District Natural Resource Agent program team webinar on the topic of Importance of Wetlands.

3. Extension Director participated in statewide Extension Symposium meeting virtually and provided two presentations related to collaborative work and sea turtle lighting project work.

Sea Grant Extension:

4. Planning continues for this Summer's Scallop-Sitter volunteer project. Volunteers will place and monitor bay scallops in predator-exclusion cages in St. George Sound to help restore the scallop population in this area.

5. Extension Director assisted with teaching a virtual Seafood HACCP class for students in a "seafood policy" course in the Florida Keys.

4-H Youth Development:

6. Extension Director assisted with the District III 4-H Public Speaking Competition, held at the Wakulla IFAS Extension facility. First place winners this year were from Leon and Wakulla Counties. However, Franklin County was well represented by Bailey Allen in the 4th/5th grade division and Elena Rodriguez in the 6th grade division.

Family and Consumer Sciences:

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

Agriculture/Home Horticulture:

8. Two Master Gardener classes took place at the local Extension office during this period. There are ten people currently taking the training.

Library Director – Whitney Roundtree

G. Updates, Informational Items, & Events

Updates:

April 12th – Attended WILD Board Meeting

April 14th- Attended Friends of the Franklin County Public Libraries meeting

April 16th- Mailed My Florida Library advocacy statement postcards to Senator Lorraine Ausley.

April 28th- Attended WILD library directors meeting.

Informational Items:

1. The Friends of the Franklin County Public Library are offering a scholarship in the amount of \$1,000.

They are looking for someone who wants to continue their education, particularly at a vocational school.

They are not necessarily looking for a high achieving high school student but would like to hear from GED recipients, homeschoolers, or students who have had to overcome difficulties and may not have considered applying for a scholarship.

Applications are available from the Franklin County School guidance counselor as well as at the public libraries in Eastpoint and Carrabelle.

2. June 1st will kick off our annual Summer Reading Program. The theme this year is "Tails and Tales" and when feature animals and stories. The library will offer a mix of live performances,

educational programming, and fun reading incentives. The Franklin County Summer Reading Program is an all-ages event and is free and open to all members of the public.

Events

Carrabelle Branch:

- May 7th- Book Chat at 1:30 PM
- May 8th- Story Time at 11:00 AM
- May 11th- Anime Club at 4: PM
- May 20th- Makerspace at 4:00 PM

Eastpoint Branch:

- May 4th- Diabetes Awareness at 10:00 AM
- May 4th- Book Chat at 1:30 PM
- May 11th- Story Time at 10:30 AM
- May 13th- Anime Club at 4:00 PM
- May 19th- Writer’s Forum at 1:00 PM

The meeting recessed at 10:35 a.m.

The meeting reconvened at 10:50 a.m.

Eastpoint Civic Association – Rex Pennycuff – Request

Mr. Pennycuff, on behalf of the Eastpoint Civic Association, asked the Board for assistance with the clean-up of the Eastpoint waterfront area. Mr. Pennycuff stated that Mrs. Lynn Martina, the President of the association, was unable to attend due to a family matter. He thanked the Board for the assistance already given and said the number one goal in each of their meetings is to clean up the waterfront. There is one large stretch of property owned by one individual and the association would like to see if the county can help with tipping fees to facilitate cleaning up the property. Chairman Jones asked if anyone had gotten a quote. Mr. Pennycuff said no one had gotten anything yet, but they had reached out to Mr. Davis and a couple of contractors. Mr. Pennycuff said the estimate was around thirty loads but they had hoped some of the concrete can be used for roads, etc. Mr. Pennycuff said there are three buildings, one burnt, and one that the hurricane took the most of. Mr. Pennycuff said the sheriff’s department and fire department are very supportive of the idea. Chairman Jones said an idea may be if the concrete is usable the concrete can be moved so that we can store it to use in areas needed in the county. Mr. Pennycuff believes the owners are interested in getting the property in a manner that they can maintain. Commissioner Ward said she appreciated the efforts of the association but she had concerns about waiving fees. She said she did believe the good this effort would do outweighs her concerns. Chairman Jones would like the property owner to determine the amount of tipping fees to be waived. Chairman Jones said he attends the association meetings and said this is a continual discussion. Mr. Pennycuff said they are hoping to weed out some of the problems and make the Commissioners’ jobs easier. Commissioner Ward said the same issues have been expressed at the ARPC meetings. Commissioner Parrish said that once we set a precedence of waiving or reducing tipping fees we have several buildings along the waterfront and he would expect everyone to be treated the same on both sides of the bridge. Mr. Pennycuff said he believes the owner was waiting to see if the Board could provide an incentive for them to clean the property. Commissioner Parrish suggested the owners hire a company to grind the concrete on site. Commissioner Lockley said he is not opposed to cleaning up but if it is owned by a bank he is not going to agree to give them a break. Mr. Moron said he thinks we need to get with Mr. Davis to see what effect the concrete will have on the landfill. Once the county knows what the cost of that will be, Mr. Pennycuff would then relay that to the owner and the owner could decide how to proceed.

Mr. Moron recommended the owner contact the contractor and then come back to the county with an amount to be disposed of. At that time, Mr. Davis could give an estimate of tipping fees to the owner and the Board.

Attorney Shuler advised that the county’s involvement should be limited at this point. He recommended Mr. Davis give the property owner the information needed and then let the owner move forward from there. The property owner needs to acquire the quote from the contractor and provide that to Mr. Davis for him to provide an accurate tipping fee quote.

Airport Manager – Jason Puckett – Update

Mr. Puckett announced the airport inspection on Friday, April 23rd went well and everything passed. Mr. Puckett thanked Centric Aviation.

Commissioner Lockley asked Mr. Puckett what he was doing to create jobs. Mr. Puckett explained that his job was not necessarily one that would create more jobs.

Commissioner Boldt said he would like to make sure all runways remain viable.

Chairman Jones said he had not received the requested documentation from Centric showing that the Board had designated 18/36 as a utility-only runway. Chairman Jones said he had searched the Board minutes and did not find it there, nor in any of the reports received from Centric. Also, Chairman Jones said he had requested a quote to clear the runways and a designation of how long of a runway is needed to accommodate air freight.

Mr. Puckett responded to Chairman Jones saying he had reached out to AVCON on the designation of 18/36 as well as clearing the runways. He will follow up on both of those. On the air freight question, Mr. Puckett said it would cost tens of millions of dollars to bring in international freight. He noted 18/36 is not lit and there are no approaches but it does serve a purpose. He said if the County wants to change the designation then he is 100% agreeable to do that. Chairman Jones said in talking with Triumoh Board Member Matt Terry he felt that if it was a good project they may could get the money.

Attorney Shuler announced the public hearing at this time.

Public Hearings 11:00 a.m. (ET)

- M. Notice is given that on the 4th day of May, 2021 at 11:00 a.m. (ET), or as soon thereafter as is possible, in the courtroom at the Courthouse Annex, located at 34 Forbes Street, Apalachicola, Florida, the Franklin County Board of County Commissioners shall conduct a public hearing to consider adopting a county ordinance entitled:

An Ordinance Prohibiting the Parking or Leaving of Private Motor Vehicles, Trailers or Fifth Wheels on the Public Right of Ways on Alligator Point and St. George Island In Areas Marked No Parking; Providing Areas For Parking; Providing For Immobilization Devices; Providing for Towing at Owner's Expense on Authorization of County Sheriff; Providing for Penalties; Revoking All Other Ordinances Regulating Parking On Alligator Point and St. George Island; Providing for Severability and Providing for an Effective Date.

Attorney Shuler opened the floor for the public hearing. Attorney Shuler explained that he had removed the position no longer in existence, removed parking fines, adding additional parking areas at Alligator Point, St. George Island, and Bald Point Road. He asked the Board to consider additional parking as a first step to address this issue and not move forward with the ordinance today. As requested by the Board, he presented a drafted ordinance for discussion.

There were no public comments.

Chairman Jones said he believes there is a parking issue and that we do need to address it. However, there are a lot of areas that we have not clearly marked parking spaces. There are a ton of no parking signs on Alligator Point that appear to be citizen installed and not installed by the county. This needs to be stopped. Any no parking signs should be installed by the county. Commissioner Ward agrees the booting is a great idea but also agrees that we did not take into account the logistics of payment. She also agrees with the sign issue and having a workshop. If citizens are putting up their signs that is a violation of the law.

Commissioner Boldt said he had a discussion with Representative Shoaf and he welcomed a tour of Alligator Point.

Commissioner Parrish said he made a trip to Alligator Point the weekend before Easter and there was plenty of parking. Our seafood industry is down and all we have is tourism. We are going to invite people down here and then not have the correct infrastructure in place to accommodate them. We have to find a common ground. How we affect the people that we are bringing in here needs to be thought about. We also have to look at how Covid is affecting our economy. He said he doesn't want us to adversely affect our tourism and creation of our jobs. Tourism creates a lot of jobs here. The proceeds affect the county's budget and ad valorem taxes. We have to create a plan that works best for everyone. Commissioner Lockley said we may have to put in high rise parking unit.

Sheriff Smith said there are many complaints on Alligator Point and said every weekend a deputy is working there. It seems like residents in Alligator Point are very aggravated. Sheriff Smith said there are places down there that the state can expand it's parking. We do not want to be parking enforcement. However, we are not going to accept them peeing on the road and littering. Hopefully, the Board can look at Alligator Point separately. Sheriff Smith said there are a lot of no parking signs that have been added by the sheriff's department. He said they are trying to find a solution for day traffic and they just wished they would respect our laws. The ones who disrespect the parking law are the ones who break all of the other laws. Sheriff Smith said they would not be able to continue monitoring Alligator Point daily for parking issues. He said the wrecker service is not always available and that is why they were looking for an alternative solution.

The Board and Sheriff Smith discussed the issue with receiving payments if no one is there to collect them. Sheriff Smith said the sheriff's department would not be able to purchase the boots and they are estimated to cost between \$200-\$500 each. Commissioner Parrish asked if there may be a civic organization that would be willing to purchase the boots. Commissioner Boldt indicated that he believed there may be. He also suggested customizing a temporary ordinance for Alligator Point or maybe contracting with a booting company specifically for Alligator Point. Commissioner Parrish said he would be in favor of a separate ordinance for Alligator Point and St. George Island because there aren't commercial businesses on Alligator Point. Sheriff Smith said he would love for someone else to take over the parking issue if there is a private company to take over it. It may be a job that can pay for itself. Commissioner Lockley said sooner or later we are going to have to do something about parking and bathrooms.

Commissioner Ward made a motion to table and to schedule a workshop to formulate a plan, seconded by Commissioner Boldt. Commissioner Boldt said he would like a telephone survey of towing companies who would be willing to patrol Alligator Point. Commissioner Ward amended the motion to include a telephone survey, seconded by Commissioner Boldt. Motion carried 5-0.

Weems Memorial CEO – David Walker – Report:

H. Report (agenda packet)

Mr. David Walker along with several members of the hospital staff joined the meeting via Zoom. Mr. Walker announced that next week is National Hospital Week and National Nurses Week. Mr. Walker recognized all of the hard-working staff who work diligently but especially over the past year through Covid-19. Mr. Walker gave special recognition to Ms. Lily Mills for 49 years of service; Ms. Jean Roberts for 43 years of service; Ms. Mary Brown for 40 years of service; Ms. Betty Gay for 37 years of service; Ms. Glenda Wilson for 35 years of service. Mr. Walker thanked the Board for their continued support of the hospital.

The Board expressed their appreciation to the hospital staff for their service and dedication.

Alliant Management CEO/President – Jim Coleman Jr. – Update

I. Presentation

Mr. Jim Coleman, Jr. gave a status update to the Board. The update included but was not limited to information on the action plan, teamwork, finance, operations, growth, and project tracking.

Commissioner Ward thanked Mr. Coleman for addressing the salary and benefits for the employees of the hospital.

Mr. Moron told the Board Mr. Coleman had made notes during the previous conversation with Senator Ausley regarding applying for Triumph funds for the hospital.

The meeting recessed at 12:45 p.m.

The meeting resumed at 1:45 p.m.

ARPC & WSP – Evan Blythe – Update

- J. Evan Blythe (ARPC), Rick Harter (WSP), & Josh Adams (ARPC) will update the Board on the Franklin-98 project

Mr. Rick Harter and Mr. Josh Adams gave a status update on the Franklin 98 Project. They have submitted permits to the Army Corps of Engineers and Department of Environmental Protection and hope to break ground early next year. The project is planned to extend from Eastpoint breakwater to Carrabelle Beach and should create reef and marsh in the general zone. The goals for the project are to create a new reef and new marsh, increase fishery, employ local workforce, in doing so use innovative ways to create reefs to look natural just like an oyster reef in the wild. Phase 1 of the project was funded by FDE and Phase 2 was funded by NFWF.

Chairman Jones asked what the timeline is for beginning the actual project. Mr. Harter said the bottleneck is the permitting so it will be about a year maybe less. He said designing should be wrapped up in the fall.

Chairman Jones asked if it appeared DOT was catching up on the paving on their current five-year plan. Mr. Harter said no he doesn't believe so. He said he does believe their shoulder planting maybe but they will work together with their roadway engineer. They will have to get two permits from DOT so they continue to have conversations with them throughout the project. Chairman Jones mentioned two million dollars coming down from American Rescue Plan so they may be moving up their timelines.

Commissioner Boldt said he likes the oyster pillow and asked if they planned to work with commercial fishermen and seafood workers.

Commissioner Parrish said it would be awesome if this restoration could take place before the paving to protect the roadway. He said the Eastpoint Civic Association was in this morning and they may have riff rap to use if you work together with them. It is a possibility the concrete can be used. Mr. Adams said they would provide an environmental assessment on the building to be destroyed. Mr. Moron will exchange their contact information.

CDBG Administrator – Deborah Belcher – Report

K. Information Items

1. As of Wednesday, April 28, 2021, all of the replacement mobile homes for the Eastpoint Wildfire CDBG project are set up. There is some minor work still underway, which is scheduled for completion by Friday, April 30, 2021, which is the grant expiration date. A total of 23 homes have been replaced in the Eastpoint Wildfire CDBG program.

2. Although I have inquired about the status of the County's Hurricane Michael CDBG-Disaster Recovery application for restoration of dunes on Saint George Island, we have not received any news from DEO about the odds of funding. I did advise the Board during the application process that the score would be low, because the project would not primarily benefit low/moderate income persons, and it is not a potable water/sewer/drainage project. However, we have not received any notice of rejection.

Chairman Jones inquired if we were past the normal CDBG cycle. Ms. Belcher said that we were not and she wanted to go ahead and submit the report.

SHIP Administrator – Lori Switzer-Mills – Report

L. Action Items:

1. Hurricane Housing Recovery Funds (HHRP)

We advertised in April for bids for bid package #2 for 4 more mobile home replacements and had the pre-bid meeting on April 14th. The bid opening was April 28th. There were two bidders, Ironwood Mobile Homes of Perry and Clayton Homes. Ironwood Mobile Homes of Perry won all 4 of the bids.

Since bid package #1 last July, the prices of the mobile homes have went up 25-30% due to cost of materials to build them. When I opened the bids I was concerned that we will not have the funds to help the last few applicants on the list. I called Florida Housing to see if there are any more funds available to cover the increase in cost. There are no more funds. I spoke to Angela Webster with Capital Area Community Action (CAP) to see if they can cover the cost of some of the extra necessary things needed, i.e. septic replacement, engineered foundation, land clearing, tap fees. I was told that they can help with some or all of the costs. Their limit is \$10,000 per applicant.

Even with CAP taking care of some of the costs, we will still be over the \$75,000 mobile home replacement limit.

The bids are as follows:

Patricia Moore-552 Oyster Road, Apalachicola

2 bedroom, 2 bath singlewide.

Ironwood bid: **\$72,399.05** (price does not include engineered foundation \$8,500, if needed)

Clayton Homes Bid: \$124,000

I have already had the septic system pumped out and inspected. It did not pass inspection. She will need a new septic system. I spoke to Capital Area Community Action who will most likely be able to pay this cost.

Merry & Christopher Stokes-123 Long Road, Apalachicola

3 bedroom, 2 bath single-wide

Ironwood bid: **\$80,269.80**

Clayton Homes bid: \$136,000

I have already had the septic system pumped out and inspected. It passed inspection.

Emily Sullivan-151 Bear Creek Road, Eastpoint

3 bedroom, 2 bath singlewide

Ironwood Homes bid: **\$79,069.80**

Clayton Homes bid: \$138,000

Robert Lattimore-611 Ave D-7th Street, Carrabelle

3 bedroom, 2 bath singlewide

Ironwood Homes bid: **\$85,869.80** ((price does not include engineered foundation \$8,500, if needed)

Clayton Homes bid: \$148,000

Capital Area Community Action will possibly pay for the engineered foundation if it is required.

Action Item: Increase the limit for mobile home replacements from \$75,000 to \$86,000.

On a motion by Commissioner Parrish, seconded by Commissioner Ward, to approve increasing the limit for mobile home replacements from \$75,000 to \$86,000.

Chairman Jones asked if we were getting the same quality with the huge difference in the two quotes. Ms. Switzer-Mills said yes.

Motion carried 5-0.

Action Item: Approval of bids

Patricia Moore

Mobile Home	\$72,399.05
Possible Engineered Foundation	\$ 8,500.00
Pump out & Inspection (paid)	\$ 425.00
Total not to exceed	\$81,324.05

Merry Stokes

Mobile Home	\$80,269.80
Pump out & Inspection (paid)	\$ 425.00
Total	\$80,694.80

Emily Sullivan

Mobile Home	Total	\$79,069.80
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Robert Lattimore

Mobile Home	Total	\$85,869.80
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I am planning to put together bid package #3 in the near future in which we will be replacing two more mobile homes and possibly 1 more mobile home repair depending on the amount of funding we have left.

On a motion by Commissioner Ward, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, to approve the mobile home bids. Motion carried 5-0.

SHIP 2018-2019 Funds

We are required to have the 2018-2019 funds spent by June 30th. As of this board meeting we have spent all of the funds \$497,870.11.

We are required to have the 2019-2020 funds encumbered by June 30th. Total funds \$376,925.35. As of this date we have spent \$96,817 and encumbered \$198,942. We are working to get the remaining \$80,000 encumbered.

As you know, we did not get our funding for this year, 2020-2021. We have a total of \$68,945.84.

The Board discussed the possibility of increasing the caps on repairs to account for increases in contracting prices and materials.

Item previously addressed after Airport Manager – Jason Puckett – Update

Public Hearings 11:00 a.m. (ET)

M. Notice is given that on the 4th day of May, 2021 at 11:00 a.m. (ET), or as soon thereafter as is possible, in the courtroom at the Courthouse Annex, located at 34 Forbes Street, Apalachicola, Florida, the Franklin County Board of County Commissioners shall conduct a public hearing to consider adopting a county ordinance entitled:

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RFP / RFO / Bids Opening

N. FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS REQUEST FOR QUALIFICATIONS PROFESSIONAL CONSULTANT SERVICES FOR THE COMPLETION OF A COUNTY-WIDE DUNE RESTORATION STUDY

Mr. Moron and Mrs. Griffith opened the sealed RFQs received for the County-wide Dune Restoration Study.

RFQs received from:

- 1. MRD ASSOCIATES, INC. - DESTIN
- 2. WSP USA, INC. - TALLAHASSEE

O. FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS REQUEST FOR QUALIFICATIONS PROFESSIONAL CONSULTANT SERVICES FOR PLANNING AND DESIGN – ST. GEORGE ISLAND STORM WATER DRAINAGE IMPROVEMENTS

Mr. Moron and Mrs. Griffith opened the sealed RFQs received for the Professional Consultant Services for Planning and Design – St. George Island Storm Water Drainage Improvements.

RFQs received from:

- 1. KIMLEY HORN - TALLAHASSEE
- 2. DRMP - TALLAHASSEE
- 3. DEWBERRY ENGINEERS, INC. - PORT ST. JOE
- 4. KEITH ENGINEERING - POMPANO BEACH

Fiscal Manager/Grants Coordinator – Erin Griffith – Report

P. Action Items

- 1. Release RFQs to ranking committee RESTORE Projects

The Board is opening the RFQs for the County Wide Dune Restoration Study and the St. George Island Storm Water Drainage Improvement Projects today. Once the RFQs are opened, the Board will need to turn the RFQs over to the Evaluation Committee (as designated at your April 6th meeting: myself, Alan Pierce and Mark Curenton) to evaluate the responses and make a recommendation to the Board. Upon selection/confirmation of the recommended firm, county staff will then begin negotiations to create a budget to accomplish the Scope of Work in the RFQ. As reported at your meeting on February 16th, the contract will not be able to be awarded until the grant is formally approved by treasury. At this time Franklin County is still awaiting the final review. All costs associated with this work will be paid by RESTORE funds.

On a motion by Commissioner Ward, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, the Board approved to release the responses to the RFQ solicitations to the Evaluation Committee. Motion carried 5-0.

2. Perimeter Plants for Eastpoint Dredging Spoil Site

At the April 6, 2021 meeting, the Planting Plan for the Eastpoint Dredging Project was discussed and later approved by FWC (attached). The plan calls for a vegetative fringe for perimeter stabilization along the spoil site. As the county owns and maintains the spoil site, the needed plants are the county’s responsibility. Ms. Jenna Harper, ANERR, has agreed to use her staff and volunteers to plant the vegetation with corporation from the Conservation Corps of the Forgotten Coast to harvest, transport, propagate, deliver, install and monitor the plants over a period of up to three years. Included today on the county bill list was a check for \$5,500 made payable to Friends of the Reserve for 2,250 Spartina Alterniflora (marsh grass) in 4” pots which will be split by ANERR and grown into the 4,500-5,000 plants that will be needed at the site. The county is requesting reimbursement for the cost of the plants from the County Soil and Conservation Board.

On a motion by Commissioner Boldt, seconded by Commissioner Ward, and by a unanimous vote of the Board present, the Board authorized the \$5,500 expenditure to the Friends of the Reserve. Motion carried 5-0.

3. Budget Request Letters

Franklin County is beginning preparations for the fiscal year 2021/2022 Budget. All budget requests must be submitted by June 15, 2021. I have prepared the attached draft budget request letter with the following instructions: “At the direction of the Board, please keep your request at your current adopted budget. Please be aware, the long term financial impact from COVID-19 as it pertains to the economy nationwide and state shared revenues is uncertain at this time. On March 6th, 2021, the Commission authorized a contract with Evergreen Solutions to perform a wage and pay plan classification study for all county employees due by June 30th, 2021. Changes in compensation and phased implementation of this plan will be considered by the Board during the budget process.”

On a motion by Commissioner Boldt, seconded by Commissioner Ward, and by a unanimous vote of the Board present, the Board authorized sending the budget request letters as drafted or with any changes/additional instructions.

Commissioner Boldt asked if there was a way to plan for money-neutral items. Mrs. Griffith said we did increase building department fees last year and now the building department is self-sufficient with a surplus. Mrs. Griffith said we could increase tipping fees.

Commissioner Parrish said he doesn’t think it is fair to ask every other office to keep their budget the same when one office is going up. Commissioner Lockley said you tell them no. If you are going to raise the budget here, then there should be an offset somewhere so that it doesn’t put the burden on the taxpayers. Commissioner Boldt asked if we can use our county budget officer as the gatekeeper. If it’s not budget neutral she just doesn’t accept it. Commissioner Ward said that we can use Triumph grant funds to make up the difference for the ad valorem taxes. Mr. Moron you can end up costing yourself more money by adding it than not. Chairman Jones said why we don’t ask each department head to come up with a three-year plan of what they think they may need, basically a forecast of what they may need.

Commissioner Boldt amended the motion to include language in the letter requesting each department head to provide a list of items that will need to be purchased in the next (3) years. Commissioner Ward seconded. Motion carried 5-0.

4. Trade-in authorization 2002 Caterpillar 963C

A.

The 2021 Caterpillar 963 Track Loader that was ordered for the Franklin County Landfill in October was delivered in late March. At this meeting Franklin County is processing the payment for the new loader from the Tipping Fee Fund. The old 2002 Caterpillar 963C which was in need of repair was traded-in with a residual value of \$20,000 towards the new purchase. Ring Power will need the attached Bill of Sale signed by the Chairman to credit Franklin County for the trade.

On a motion by Parrish, seconded by Commissioner Lockley, to authorize the Chairman’s signature on the attached Bill of Sale and authorization to remove the 2002 Caterpillar Track Loader County Tag A00410 SN 2DS02657 from inventory. Motion carried 5-0.

5. Disposal Request Clerk’s Office Obsolete Equipment

The Franklin County Clerk’s Office has submitted the attached request to remove the following fixed assets from inventory: Savin Mapping Machine County Tag A004382 and Roll Feeder County Tag A004246 both from 2003 and a Minolta Copier County Tag A004168 from 2002. These items were in disrepair and functionally obsolete. The items will be discarded at the Franklin County Landfill upon authorization.

On a motion by Commissioner Parrish, seconded by Commissioner Boldt, Commissioner Ward, and Commissioner Lockley and by a unanimous vote of the Board present, the Board authorized the removal from inventory and disposal of the three items listed above. Motion carried 5-0.

6. Sheriff’s Department E911 Grants

Deferred until next meeting

7. Scott Timber Island Road Project

The surveying, design and permitting work is now complete on the SCOP Timber Island Road Project and the county is ready to proceed with the advertising for the construction and CEI for the project. This project will widen and resurface all of Timber Island Road from US Highway 98 to the Carrabelle River and is funded entirely by a grant awarded through the Florida Department of Transportation’s SCOP Program.

On a motion by Commissioner Ward, seconded by Commissioner Lockley, and by a unanimous vote of the Board present, the Board authorized the advertisement for construction and CEI for the SCOP Timber Island Road Project. Motion carried 5-0.

Q. Informational Item

1. Eastpoint Fishing Pier Hurricane Michael Washout Repair

For information the bid solicitation for the Eastpoint Fishing Pier Hurricane Michael Washout Repair Project is attached to this report. The bid solicitation is currently posted to the county website and the governmental bid platform DemandStar, and advertised in newspapers the Apalachicola Times and the Panama City News Herald. Bids are due by 4:00 p.m. on Friday, May 28th and will be opened on Tuesday, June 1st. The repairs include grading the embankment, patching the damaged asphalt parking area, the installation of articulated concrete block, removing and replacing the damaged guardrail, ADA wooden boardwalk and rubble.

County Coordinator – Michael Morón – Report

R. Action Items

1. Jingoli Power Laydown Yard: I was recently contacted by a Jingoli Power representative asking if the County would be interested in a lease for a storage and laydown yard for telephone poles, transformers, services trucks, heavy equipment and other related products. Jingoli

Power acts as a subcontractor for Duke Energy. The requested area was next to the County’s “State yard” off of Bluff Road (see attached map). Prior to seeking your approval today, Jingoli’s representatives have cleared the use of this area with AVCON, as this is Airport property but outside of Runway 6/24 Protection Zone, and with Mr. Howard Nabors your Road and Bridge Superintendent, as this is located next to the County’s Road Department storage and staging “State yard” that is used mostly during storms and disasters. Jingoli Power would like approval from the Board as soon as possible since hurricane season is approaching and it will take some time for them to prepare the site for use. If the Board is inclined to approve this request, it should be contingent on Attorney Shuler’s review of the lease.

Item previously addressed under Department Directors Report-Superintendent of Roads and Bridges – Howard Nabors

2. Scrivener’s Error on Bluff Road: While reviewing the property for the Jingoli Power storage and laydown yard a possible Scrivener’s Error was discovered. I asked Mr. Curenton to research this possible error and his statement, attached to my report, is as follows: “The northeast corner of the Apalachicola Airport, where the Franklin County Road Department yard is located is currently Zoned R-4 Single Family Home Industry, as shown on the attached copy of the zoning map, which was originally drawn in 1990. This map was copied from a smaller scale map at that time. The map on the following page from the Franklin County Property Appraiser’s website shows the different lots in the area along with the location of the R-4 zoning on the southwest side of Bluff Road. The area highlighted in red is the private residential property located on the southwest side of Bluff Road. In my opinion the R-4 zoned area should only encompass this private residential property. The remainder of the property belonging to Franklin County on the southwest side of Bluff Road should be zoned I-1 Industrial, like the rest of the Apalachicola Airport.” Based on Mr. Curenton’s information and opinion, will the Board consider declaring this a Scrivener’s Error and direct Mr. Curenton to correct the zoning?

On a motion by Commissioner Parrish, seconded by Commissioner Lockley, and by a unanimous vote of the Board present, it was agreed to declare the Scrivener’s Error and direct Mr. Curenton to correct the zoning.

Commissioner Boldt asked if changing the zoning would affect the airport or landing zone. Mr. Moron said that it would clear it up so that it will all be correctly zoned I-1 Industrial. **Motion carried 5-0.**

3. Gulf County Request: A couple of weeks ago Gulf County sent a request to inquire if Franklin County would be interested in partnering with and participating in funding a dry dock and ship repair facility at the St. Joe Port. I suggested that Mr. Jim McKnight, Director of Gulf County’s Economic Development Coalition, meet with each Commissioner to discuss this proposal in detail. Mr. McKnight informed me that he did contact each Commissioner and asked to be added to today’s agenda to discuss this with the entire Board. I explained to Mr. McKnight that because the request included a \$5,000,000 commitment of Franklin County’s Triumph Allocation to the project, it was important for this Board to discuss it today to voice any concerns or additional questions you may have about the project to each other, before Gulf County representatives appear before you seek a commitment. Mr. McKnight was concerned that even though their request to this Board was last minute, any delay on our end may affect the timeline or deadline for the project, so in the request he is asking for this Board to schedule a workshop as soon as possible to discuss this matter with Gulf County.

Chairman Jones said he had spoken with Triumph Board Member Matt Terry asking how it all works with partnering with other counties for Triumph funds. Chairman Jones said that Mr. Terry told him that a certain amount of funds have been allocated to each county. However, if your county has a good project you are not hindered by that amount of money. Chairman Jones said he does not believe it will increase the chances of approval for Gulf County if we put up

five million dollars of our allocated funds. Commissioner Parrish said that he agrees and that 50% of Triumph funds can be used at their board’s discretion. So if Triumph likes their project they could receive all of the funds from them. Commissioner Parrish said he has concerns with committing five million dollars of our funds with no control over the project or the hiring. Also, Commissioner Parrish pointed out that the Gulf County Board of County Commissioners has not voted on the bonding issue, yet our board is being asked to approve the commitment. The Board discussed sending a letter of support.

Commissioner Ward made a motion to send a letter of support for the dry dock and ship repair facility, seconded by Commissioner Boldt.

Commissioner Boldt said if we give up the five million dollars we will lose our placeholder position with Triumph. **Motion carried 5-0.**

4. Paving & Striping Projects: Roberts and Roberts is in the County working on a State funded paving project. Due to Leslie Street closer between Highway 98 and Market Street and Forbes Street closer between the main Courthouse Building and the Annex Building, Chairman Jones suggested that I contact the City of Apalachicola about temporarily opening eastern end of Leslie Street, between Market Street and Water Street, as a two-way for access to the Courthouse. The City agreed to the request, so I then contacted Roberts and Roberts for a quote to restripe Leslie Street as a two-way, instead of a one-way with on-street parking, when their striping crew is in the County for the State project, with the expectation that the County would save on mobilization cost. Roberts and Roberts submitted a \$2500 quote for this project. I recommend that since this is for Courthouse access, the cost for this project is divided equally between all five Commissioners from your paving funds. With that same thought process, some of you have requested quotes on small projects in your district. Chairman Jones requested asphalt and striping on portions of 5th, 6th, and 7th streets on St. George Island for a total of \$63,180 which will be paid from District 1’s paving funds. Commissioner Lockley asked for asphalt overlay and striping on what is the eastern end of Martin Luther King Jr. Street (Ave J) and also known as the street to the “fish cleaning table” from Water Street. Commissioner Lockley also requested a quote for an asphalt overlay for the Chapman Building parking lot. The total cost for both projects is \$46,530 and will be paid from District 3’s paving funds. Commissioner Parish requested repairs, an asphalt overlay and striping on Bluff Road along with grading and an asphalt overlay at the Buddy Ward Park Museum. The total cost for both projects is \$83,070 which will be paid from District 4 paving funds.

On a motion by Commissioner Lockley, seconded by Commissioner Ward, to approve the above-referenced change orders to the County’s paving project and authorize Roberts and Roberts to do the projects as stated above. The first for \$2,500 paid from all five district paving funds, the second for \$63,180 paid from District 1’s paving fund, the third for \$46,530 paid from District 3’s paving fund, and the fourth for \$83,070 paid from District 4’s paving funds.

Commissioner Lockley requested Roberts and Roberts be contacted and make sure they do the roundabout by the fish cleaning table where boats can get in and out. Commissioner Ward said she will have some areas in her district for striping also. Chairman Jones said he would also have some streets to add at the next meeting. Commissioner Parrish said he may add some also.

Motion carried 5-0.

Mr. Moron announced an upcoming FDOT pre-construction meeting for the paving project on US Hwy 98 from Tilton Road to 12th Street.

5. CareerSource Agreement: CareerSource Gulf Coast is requesting Board action to approve and authorize the Chairman’s signature on the new Grantee/Sub-grantee agreement, which begins on May 15, 2021 and may continue for three years, through May 15, 2024. This final

Grantee/Sub-grantee agreement serves as a contract between the CareerSource Gulf Coast board and DEO and outlines each partner’s roles and responsibilities. Attorney Shuler has not had the opportunity to review this agreement as yet.

On a motion by Commissioner Ward, seconded by Commissioner Parrish, and by a unanimous vote of the Board present, it was agreed to approve and authorize the Chairman’s signature on the new Grantee/Sub-grantee agreement contingent on Attorney Shuler’s review. Motion carried 5-0.

Chairman Jones noted the construction of the shoreline 98 projects is getting closer and there might be a connection that needs to be made through CareerSource.

6. 8 County Oil Spill Meeting: I received an invitation from State Senator Doug Broxson’s office to attend an 8 County Oil spill Administrator’s meeting on Monday, May 24th at 12:30 p.m. (ET) at the Walton County Courthouse Annex in Santa Rosa Beach. One of the main meeting topics for discussion are projects that the Board would like to fund with TRIUMPH dollars. I think it is proper for the Board to create a list of projects to submit to the Senator’s office for Triumph funding prior to the May 24th meeting. The Board could finalize this list, hopefully a one-page list, at your May 18th regular meeting.

- Broadband infrastructure
- Full renovation of Fort Coombs Armory
- Weems Hospital – Outpatient clinic
- A trust fund for future maintenance dredging of the channel

The Board will finalize the list at the May 18th regular meeting.

Item previously addressed after Michele Maxwell-Clerk of Courts

7. CRS-LMS: Attached to my report and as part of the County recertification process is the Community Rating System (CRS) Progress Report prepared by Mrs. Angela Lolley, your Floodplain Administrator. As part of the CRS, County homeowners are able to save on their premiums as part of the national flood insurance program. Copies of the report are available for the public and must submitted to the Board at a public meeting and made part of the official records. The County’s Local Mitigation Strategy is submitted as part of the report along with information from your Emergency Management Office. The recertification submission deadline is Monday May 10th. If you have any questions do not hesitate to contact Mrs. Lolley.

S. Informational Items

1. Ethics Class: Inform the Board that your Ethics Class is scheduled for 9 a.m. (ET) here in the Commission meeting room on Saturday, May 15th. This class will certify you for 2020. As you may recall we tried to schedule a number of classes last year but due to COVID and other reasons was unsuccessful. Later this year we will schedule another class for 2021 certification.

2. CareerSource Funding: At your last meeting the Board was informed that the last day for the workers participating in the Hurricane Michael program would be on April 30th as there was no additional funding. Once the accounts were balanced, there is actually enough funds for a few more weeks of work. Mr. Fonda Davis, CareerSource, and QLM (the employment agency) worked together to create a list of the current employees and supervisors that will continue to work for the next few weeks. I will ask Mr. Davis to inform the Board once the funds are completely expended.

3. Equal Shot Program: I wanted to use this opportunity to bring some attention and exposure to the Equal Shot basketball program led by JT Escobar. My 6-year-old grandson, Xavier Lewis, participated in this program for the first time this year and that exposed me to some of the great things this program is providing to the County’s youth. What makes this program unique

from other sports programs is the core mission, “to develop and launch notable leaders & creative problem solvers in the community”. They focus not only on athletic development, but also leadership development and skill acquisition. This program is a great compliment to the successful baseball, soccer, and football programs already in the County. I’ve included a hand-out that provides additional information on the program.

4. LSE Covid-19: As authorized by the Board, Chairman Jones signed COVID-19 Local State of Emergency Declarations for the weeks starting April 5th, 12th, 19th, and 26th.

County Attorney – Michael Shuler – Report

T. Report (agenda packet)

Lease National Guard hanger:

The City of Apalachicola contacted Ms. Erin Griffith and asked for a copy of the lease of the old National Guard hanger at 17 Chapman Drive. There is no such lease. The City has used this facility for decades as its base of operations for its road department and possibly other city functions. The discussion has been that the City would provide liability, windstorm, and fire insurance in the amount of One Million Dollars in lieu of rent. The leases approved by the Board for other entities have been a 15-year lease with a 6-month termination provision.

Commissioner Parrish asked if this building is outside of the airport property. Attorney Shuler said it does not appear to be. Commissioner Parrish said they should be paying fair market value as the County would be and the lease should be contingent upon providing proof insurance. Chairman Jones and Commissioner Boldt as to the fair market value for rent amount. Attorney Shuler said the City has indicated that they have insurance on the building but they have not provided proof of coverage. Attorney Shuler will collect additional information and report back to the Board at a later time.

Interlocal Agreement City of Carrabelle Re: Ryan Drive:

Attached is a draft interlocal agreement for the repair of a box culvert on Ryan Drive, Carrabelle, Florida. As you know, it is the County’s position that Ryan Drive belongs to the City of Carrabelle and is not a County Road. However, assisting with the repair is allowed.

On a motion by Commissioner Ward, seconded by Commissioner Parrish, and by a unanimous vote of the Board present, to approve the interlocal agreement with the City of Carrabelle for the repair of Ryan Drive. Motion carried 5-0.

Supervisor of Elections Building:

The current lease expired on March 1, 2021. I have discussed the renewal of the lease with Mr. Harry Arnold has made the repairs to the building, except for the request that he stabilizes the NE corner and a key padlock on the front door. The monthly rent has been \$2000.00 per month for about a decade. Mr. Arnold requests a 5-year lease at \$2,500.00 per month, with three one-year automatic renewals.

Attorney Shuler noted that a couple of the requested repairs have not been made which include the keypad entry lock and stabilizing the building. The Board discussed the lack of available properties for the office, the remaining repairs needed, the cramped area, and the six-month escape clause being added back in. Attorney Shuler said he did not feel that Mr. Arnold had any plans to jack up and stabilize the building at this time. However, Attorney Shuler said he did not believe Mr. Arnold would have any issue in adding the escape clause to the agreement.

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

Chris Langston In Re: Liberty County, Florida

At the last meeting, the Board approved sending a letter of support to Liberty County for a land swap with the State of Florida to facilitate a mining operation. The minutes provided by Mr. Langston indicate that Liberty County wanted a letter of support to conduct a workshop to consider a land swap.

Mr. Chris Langston said Commissioner Brown from Liberty County was on the line to speak. Commissioner Brown thanked the Board for taking the time. He said they have received letters from most of the counties and would like a letter from Franklin. Mr. Langston asked him to clear up that the Liberty County Board had voted to exchange the land. Commissioner Brown confirmed that the Board did vote to approve the land swap and they would like to get support from surrounding counties. Mr. Moron said he would need the minutes as referenced above. Chairman Jones said the minutes received from Liberty County did not indicate a vote had been made. Attorney Shuler said according to the minutes, which he read, they did not say the Board voted to approve the land swap but to hold a workshop. Commissioner Ward asked if they wanted a letter of support for the project or a letter of support to hold a workshop. Commissioner Brown indicated that they wanted letter of support for the project and he was unaware the minutes did not reflect such. Mr. Langston explained the steps of the process and said the first step was to get the support from surrounding counties. He said there may have been some misconception that the letter was sent out without Liberty County Commissioners' consent. However, he said the letter would not have gone out without the Board's consent. He reaffirmed the request was directly from the Liberty County Board of Commissioners.

Mr. Moron will contact the Liberty County Clerk of Court to clarify if the minutes posted are correct as stated, or if the Liberty County BOCC will amend the minutes to state that the project has been approved, or if other minutes are approving this land swap and mining project.

Chairman Jones asked Mr. Moron to clarify with Liberty County Clerk of Court and if there is an issue to bring back before the Board. Otherwise, the Board has approved the letter of support to be sent.

Informational Item

Alligator Point MSBU Assessment

The Board directed me to review the matter concerning the MSBU increase authorized at Alligator Point in 2013. There has been some concern expressed by some members of the public at Alligator Point concerning the use of the increased MSBU funds for uses other than those represented by a prior board of the APVFD, or words to that effect.

My opinion herein is limited to a review of whether the County Commission or the ballot voted on by the public required the purchase of any specific itemized list of equipment or fire-related expense, and, based on the minutes provided to me, there was no such restriction imposed by either the County Commission or the ballot.

Specifically, there was no mandate by the County Commission that the MSBU funds must be used by the APVFD to buy a fireboat, moving the fire department, purchasing a ladder truck, or any other specific item. If you recall, both St. George Island and Alligator Point sought an increase in 2013 and the County Commission did not place any specific requirement on either VFD that it purchases, or refrain from purchasing, any particular equipment for fighting fires. The County Commission established policy in the MSBU ordinance and relied on the various VFDs to implement fire protection and rescue services consistent with those policies.

Apparently, the issue that members of the APVFD sent a letter out prior to the ballot stating its intent to purchase certain items if the MSBU increase was approved. However, the actual ballot approved by the Board of County Commissioners which was voted on by the public contained no such specific spending restriction. The fact that a subsequent board chose to pursue uses of the MSBU funds other than the representations articulated by a prior board is not unlawful;

A.

provided that the MSBU funds are required to be spent in accordance with the MSBU ordinance. I render no opinion regarding whether the expenditures by the APVFD do, or do not, comply with the ordinance because I have not reviewed any of the expenditures.

Commissioners' Comments

Chairman Jones announced the Franklin County Varsity baseball team will be playing a regional playoff game in Chipley on Friday at 7 p.m.

Commissioner Lockley said if the TDC is going to continue promoting tourism on the web, we are going to have to prepare for them. He said we need to build additional bathrooms and parking.

Commissioner Boldt agreed that we need to be preparing. Commissioner Ward said she believed the TDC workshop will help.

Adjournment

There being no further business to come before the Board, the meeting was adjourned at 4:15 p.m.

Ricky Jones – Chairman

Attest:

Michele Maxwell – Clerk of Courts

B.

File Attachments for Item:

B. Report (agenda packet)

B.
MICHELE MAXWELL

FRANKLIN COUNTY
CLERK OF THE CIRCUIT COURT

33 MARKET STREET, SUITE 203
APALACHICOLA, FLORIDA 32320



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

Memo:

To: Franklin County Board of County Commissioners

From: Michele Maxwell, Clerk of Court

Handwritten initials "MMW" inside a circle.

Report to the Board on May 18, 2021

I want to put on the record my answer to a question that was asked by Commissioner Lockley at the last meeting on May 4, 2021, during approving the payments of county bills. The question was "What is the payment to Jay Abbott for?" The payment to Jay Abbott is for his services for testing and cleaning of mold on homes through the Ship program. I have attached a copy of his invoices and payment for your review.

VOID AFTER 180 DAYS

B.

FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS

33 MARKET STREET • SUITE 203
APALACHICOLA, FLORIDA 32320
PH: 850-653-2275

NO. **076044**

CENTENNIAL BANK
20 AVENUE E
APALACHICOLA, FLORIDA 32320
AMOUNT

DATE

CHECK NO.

05/04/2021

76044

\$150.00

ONE HUNDRED FIFTY AND 00/100 DOLLARS

PAY TO
THE
ORDER
OF

JAY ABBOTT
473 WEST GULF BEACH DR
ST GEORGE ISLAND FL 32328

Rickey D. Jones
Michele Maxwell

CLERK OF CIRCUIT COURT

⑈076044⑈ ⑆082902757⑆ 1503588411⑈

VENDOR 08267 JAY ABBOTT

05/04/2021

Check # 76044

FUND & ACCOUNT	P.O.#	INVOICE	DESCRIPTION	AMOUNT
181.88.559.8200		M WILSON	M WILSON HHRP 1ST DRA	150.00
			TOTAL	150.00

B.

SHIP

A Department of the
Franklin County Board
Of County Commissioners

66- 4th Street
Apalachicola, FL 32320

PO Box 722
Tel. (850) 653-8199
Apalachicola, FL 32329
Fax. (888) 219-7950

April 29, 2021

Linda Phillips
Finance Officer
Franklin County Clerk of Courts
33 Market Street
Apalachicola, FL 32320

Dear Linda,

Enclosed is a copy of the award letter for Mark Wilson. Mr. Wilson's application was processed and approved by the Franklin County SHIP Program under the HHRP Home Repair Program.

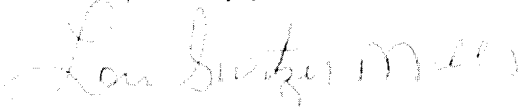
I am requesting 1st draw in the amount of \$150.00. Please use 2019-20 HHRP funds for this project.

Please make check payable to:

Jay Abbott
473 West Gulf Beach Drive
St. George Island, FL 32328

If you have any questions or require additional information, please do not hesitate to contact me.

Respectfully yours,



Lori Switzer-Mills
FC SHIP Program Administrator

Cc: file

T.08267

\$150.⁰⁰

M. Wilson
M. Wilson HHRP 1st Draw
181.88.559.8200



B.

A Department of the
Franklin County Board
Of County Commissioners

66-4th Street, Apalachicola, FL 32320
Tel. (850) 653-8199

P.O. Box 722, Apalachicola, FL 32329
Fax. (888) 219-7950

February 15, 2021

Mark Wilson
28 Gibson Road
Apalachicola, FL 32320

Dear Mr. and Ms. Wilson,

This letter is to certify that The Franklin County SHIP office has reviewed and verified your household annual income. According to the information provided, you meet the income eligibility requirements for the Hurricane Housing Recovery Program as established by the Florida Housing Finance Corporation and the Franklin County SHIP Program.

According to our guidelines, you are eligible within the low income category, which entitles you for **up to \$20,000.00** under the HHRP Manufactured Home Repair/Replacement Program.

This is a deferred payment loan (DPL) and you will be required to execute a mortgage and a note that has a deferred payment plan due upon sale or transfer of property.

This award letter is valid for a period of 6 months from the date of this letter.

Sincerely yours,

Lori Switzer
FC SHIP Program Administrator

Cc: file

VOID AFTER 180 DAYS

B.

FRANKLIN COUNTY
BOARD OF COUNTY COMMISSIONERS

33 MARKET STREET • SUITE 203
APALACHICOLA, FLORIDA 32320
PH: 850-653-2275

NO. 076043

CENTENNIAL BANK
22 AVENUE E
APALACHICOLA, FLORIDA 32320
AMOUNT

DATE

CHECK NO.

05/04/2021

76043

\$1,500.00

ONE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS

PAY TO THE ORDER OF JAY ABBOTT
473 WEST GULF BEACH DRIVE
ST GEORGE ISLAND FL 32328

Ricky D. Jones
Michelle Maxwell

CLERK OF CIRCUIT COURT

⑈076043⑈ ⑆082902757⑆ 1503588411⑈

VENDOR .08247 JAY ABBOTT

05/04/2021

Check # 76043

FUND & ACCOUNT	P.O. #	INVOICE	DESCRIPTION	AMOUNT
181.88.559.8200		A DEAN	A DEAN HHRP FINAL	1,500.00
			TOTAL	1,500.00

SHIP

A Department of the
Franklin County Board
Of County Commissioners
66-4th Street

Apalachicola, FL 32320

PO Box 722
Tel. (850) 653-8199
Apalachicola, FL 32320
Fax. (888) 219-7950

April 29, 2021

Linda Phillips
Finance Officer
Franklin County Clerk of Courts
33 Market Street
Apalachicola, FL 32320

Dear Linda,

I am requesting a draw in the amount of \$1,500.00 for the Angelia Dean project. Please use 2019-20 HHRP funds.

Please make check payable to:

Jay Abbott
473 West Gulf Beach Drive
St. George Island, FL 32328

If you have any questions or require additional information, please do not hesitate to contact me.

Respectfully yours,

Lori Switzer-Mills
FC SHIP Program Administrator

Cc: file

T. 08247
A Dean \$1500.00
A Dean HHRP Final
181.88.559.8200

C.

File Attachments for Item:

C. Informational Item

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

May 18, 2021
 Franklin County Road Department
 Detail of Work Performed and Material Hauled by District
 Detail from 4/29/2021 - 5/12/2021

District 1

Work Performed:

<u>Work Performed:</u>	<u>Date</u>	<u>Road</u>
Shoulder Work, Pot hole Repair (Fill)	5/5/2021	3rd Street
Shoulder Work, Pot hole Repair (Fill)	5/5/2021	Avenue A (District 1)
Litter Pickup	5/10/2021	Twin Lakes Road
Litter Pickup	5/10/2021	Twin Lakes Road
Litter Pickup, Weed Eat & Cut Grass around signs & Culverts	5/10/2021	Avenue A (District 1)
Cut grass along shoulders of road on county right of way	5/10/2021	Twin Lakes Road
Cut grass along shoulders of road on county right of way	5/11/2021	Tip Tucker Road
Cut grass along shoulders of road on county right of way	5/11/2021	Tallahassee Street
Cut grass along shoulders of road on county right of way	5/11/2021	Gilbert Street
Cut grass along shoulders of road on county right of way	5/11/2021	Daisey Street
Cut grass along shoulders of road on county right of way	5/11/2021	Hickory Dip Road
Cut grass along shoulders of road on county right of way	5/11/2021	Palm Street
Cut grass along shoulders of road on county right of way	5/11/2021	Carroll Street
Cut grass along shoulders of road on county right of way	5/11/2021	Dunlap Road
Cut grass along shoulders of road on county right of way	5/11/2021	School Road
Cut grass along shoulders of road on county right of way	5/11/2021	Apple Way Street
Cut grass along shoulders of road on county right of way	5/11/2021	Smith Street
Cut grass along shoulders of road on county right of way	5/12/2021	Avenue D
Cut grass along shoulders of road on county right of way	5/12/2021	Jefferson Street
Cut grass along shoulders of road on county right of way	5/12/2021	Millender Street
Cut grass along shoulders of road on county right of way	5/12/2021	David Street
Cut grass along shoulders of road on county right of way	5/12/2021	Avenue A (District 1)
Cut grass along shoulders of road on county right of way	5/12/2021	Patton Drive
Cut grass along shoulders of road on county right of way	5/12/2021	East Bay Drive
Cut grass along shoulders of road on county right of way	5/12/2021	Washington Street
Cut grass along shoulders of road on county right of way	5/12/2021	N Franklin Street
Cut grass along shoulders of road on county right of way	5/12/2021	Adams Street
Cut grass along shoulders of road on county right of way	5/12/2021	Begonia Street
Cut grass along shoulders of road on county right of way	5/12/2021	Creamer Street
Cut grass along shoulders of road on county right of way	5/12/2021	Old Ferry Dock Road
Cut grass along shoulders of road on county right of way	5/12/2021	C. A. Gillespie
Cut grass along shoulders of road on county right of way	5/12/2021	Power Drive
Cut grass along shoulders of road on county right of way	5/12/2021	Lucius Crum Road
Cut grass along shoulders of road on county right of way	5/12/2021	Norvell Street
Cut grass along shoulders of road on county right of way	5/12/2021	South Franklin Street

0

Material HAUL From:

<u>Material HAUL From:</u>	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Ditch Dirt	5/11/2021	Stock Pile, W 3rd Street	36	0
Ditch Dirt		TOTAL	36	0
Litter	5/10/2021	Avenue A (District 1)	1	0
Litter	5/10/2021	Twin Lakes Road	0.200000003	0
Litter		TOTAL	1.200000003	0

District 1**Material HAUL To:**

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Crushed shell (Oyster)	5/11/2021	St. George Island Boat Ramp	18	0

Crushed shell (Oyster)**TOTAL****18 0**

Milled Asphalt	5/11/2021	St. George Island Boat Ramp	18	0
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Milled Asphalt**TOTAL****18 0****District 2****Work Performed:**

	<u>Date</u>	<u>Road</u>		
Sign Maintenance	4/29/2021	Alligator Drive		
Cut bushes back	5/3/2021	Florida Street		
Cut bushes back	5/3/2021	Oak Street (Louisiana Ave/Pinewood Ave)		
Cut bushes back	5/3/2021	Infeild Drive (Bluewayer Bay BLVD)		
Litter Pickup	5/4/2021	CR67		
Culvert installation	5/5/2021	CR67		
Culvert installation	5/5/2021	CR67		
Pot hole Repair (Fill)	5/10/2021	Lake Morality Road		
Pot hole Repair (Fill), Shoulder Work	5/11/2021	Alligator Drive		
Pot hole Repair (Fill), Shoulder Work	5/11/2021	Lake Morality Road		
Pot hole Repair (Fill), Shoulder Work	5/11/2021	Lake Morality Road		
Pot hole Repair (Fill), Shoulder Work	5/11/2021	Lake Morality Road		
Pot hole Repair (Fill), Shoulder Work	5/11/2021	Alligator Drive		
Pot hole Repair (Fill), Shoulder Work	5/11/2021	Lake Morality Road		
Pot hole Repair (Fill), Shoulder Work	5/11/2021	Alligator Drive		
Pot hole Repair (Fill), Shoulder Work	5/11/2021	Alligator Drive		

0**Material HAUL From:**

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Litter	5/4/2021	CR67	0.200000003	0

Litter**TOTAL****0.200000003 0****Material HAUL To:**

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Dirty 89 Lime Rock	5/5/2021	CR67	18	0
Dirty 89 Lime Rock	5/10/2021	CR67	18	0

Dirty 89 Lime Rock**TOTAL****36 0**

Milled Asphalt	5/10/2021	Lake Morality Road	4	0
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Milled Asphalt	5/11/2021	Lake Morality Road	3	0
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Milled Asphalt	5/11/2021	Alligator Drive	6	0
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Milled Asphalt**TOTAL****13 0**

Sand	5/5/2021	CR67	36	0
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Sand	5/5/2021	CR67	18	0
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Sand**TOTAL****54 0****District 3****Work Performed:**

	<u>Date</u>	<u>Road</u>		
Driveway repair	5/4/2021	10th Street (City of Apalachicola)		
Litter Pickup	5/5/2021	Avenue I (City of Apalachicola)		
Litter Pickup	5/5/2021	Martin Luther King Jr. Ave. (City of Apalachicola)		
Litter Pickup	5/5/2021	Martin Luther King Jr. Ave. (City of Apalachicola)		
Litter Pickup	5/5/2021	12th Street (City of Apalachicola)		
Litter Pickup	5/5/2021	Avenue G (City of Apalachicola)		
Litter Pickup	5/5/2021	10th Street (City of Apalachicola)		

District 3

Work Performed:

	<u>Date</u>	<u>Road</u>
Litter Pickup	5/5/2021	Avenue I (City of Apalachicola)
Driveway repair	5/5/2021	10th Street (City of Apalachicola)
Litter Pickup	5/5/2021	Avenue M (City of Apalachicola)
Driveway repair	5/5/2021	10th Street (City of Apalachicola)
Litter Pickup	5/5/2021	10th Street (City of Apalachicola)
Litter Pickup	5/5/2021	Avenue L (City of Apalachicola)

0

Material HAUL To:

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Milled Asphalt	5/4/2021	10th Street (City of Apalachicola)	3	0
Milled Asphalt	5/5/2021	10th Street (City of Apalachicola)	3	0

Milled Asphalt

TOTAL

6

0

District 4

Work Performed:

	<u>Date</u>	<u>Road</u>
Cut grass along shoulders of road on county right of way	4/29/2021	Sas Road
Litter Pickup	4/29/2021	Paradise Lane
Litter Pickup	4/29/2021	Squire Road
Cut grass along shoulders of road on county right of way	4/29/2021	Paradise Lane
Cut grass along shoulders of road on county right of way	4/29/2021	Magnolia Lane
Cut grass along shoulders of road on county right of way	4/29/2021	Bluff Road
Litter Pickup	4/29/2021	Pine Log Road
Cut grass along shoulders of road on county right of way	4/29/2021	Peachtree Road
Litter Pickup	4/29/2021	Waddell Road
Litter Pickup	4/29/2021	Peachtree Road
Cut grass along shoulders of road on county right of way	4/29/2021	Linden Road
Litter Pickup	4/29/2021	Peachtree Road
Litter Pickup	4/29/2021	Squire Road
Litter Pickup	4/29/2021	Paradise Lane
Litter Pickup	4/29/2021	Waddell Road
Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts	4/29/2021	Bluff Road
Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts	4/29/2021	Bluff Road
Weed Eat & Cut Grass around signs & Culverts	4/29/2021	Bluff Road
Cut Trees down and removed, Weed Eat & Cut Grass around signs & Culverts	4/29/2021	Bluff Road
Litter Pickup	4/29/2021	Bluff Road
Litter Pickup	4/29/2021	Pine Log Road
Litter Pickup	4/29/2021	Pine Log Road
Cut grass along shoulders of road on county right of way	4/29/2021	Hathcock Road
Cut grass along shoulders of road on county right of way	4/29/2021	Abercrombie Lane
Cut grass along shoulders of road on county right of way	4/29/2021	Johnson Lane
Litter Pickup, Weed Eat & Cut Grass around signs & Culverts, Cut grass along shoulders of road on county right of way, Cut grass in ditches	5/3/2021	Bluff Road
Cut grass along shoulders of road on county right of way, Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts	5/3/2021	Gibson Road
Litter Pickup, Weed Eat & Cut Grass around signs & Culverts, Cut grass along shoulders of road on county right of way, Cut grass in ditches	5/3/2021	Gibson Road
Litter Pickup	5/3/2021	Tilton Road
Cut grass along shoulders of road on county right of way, Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/3/2021	Gibson Road

District 4

Work Performed:

Cut grass along shoulders of road on county right of way, Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup

Cut grass along shoulders of road on county right of way, Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup

Cut grass along shoulders of road on county right of way, Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup

Cut grass along shoulders of road on county right of way
Litter Pickup

Cut grass along shoulders of road on county right of way, Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup

Cut grass along shoulders of road on county right of way

Cut grass along shoulders of road on county right of way
Litter Pickup

Cut grass along shoulders of road on county right of way

Cut grass along shoulders of road on county right of way

Cut grass along shoulders of road on county right of way, Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts

Cut grass along shoulders of road on county right of way, Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup

Culvert installation

Cut grass along shoulders of road on county right of way
Litter Pickup

Flagged

Weed Eat & Cut Grass around signs & Culverts

Cut grass along shoulders of road on county right of way

Litter Pickup

Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches

Weed Eat & Cut Grass around signs & Culverts

Weed Eat & Cut Grass around signs & Culverts

Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches

Weed Eat & Cut Grass around signs & Culverts

Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches

Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches

Root Raked

Litter Pickup

Cut grass along shoulders of road on county right of way

Cut grass along shoulders of road on county right of way

Cut grass along shoulders of road on county right of way

Cut grass along shoulders of road on county right of way

Cut grass along shoulders of road on county right of way

Cut grass along shoulders of road on county right of way

Cut grass along shoulders of road on county right of way

Litter Pickup

Litter Pickup

Litter Pickup

Root Raked

Litter Pickup

Litter Pickup

Date **C.**

Road

5/3/2021 Bluff Road

5/3/2021 Gibson Road

5/3/2021 Bluff Road

5/3/2021 10 Mile

5/3/2021 CR30A

5/3/2021 Bluff Road

5/3/2021 Moses Road

5/3/2021 Teat Road

5/3/2021 Teat Road

5/3/2021 CR30A

5/3/2021 8 Mile

5/3/2021 Bluff Road

5/3/2021 Gibson Road

5/4/2021 Bayshore Drive

5/4/2021 CR30A

5/4/2021 CR30A

5/4/2021 Bayshore Drive

5/4/2021 Waddell Road

5/4/2021 13 Mile

5/4/2021 13 Mile

5/4/2021 Bluff Road

5/4/2021 Paradise Lane

5/4/2021 Waddell Road

5/4/2021 Bluff Road

5/4/2021 Paradise Lane

5/4/2021 Waddell Road

5/4/2021 Bluff Road

5/5/2021 Bayshore Drive

5/5/2021 Highland Park Road

5/5/2021 Fence Line Apalachicola Air Port

5/5/2021 Pinewood Street

5/5/2021 Cypress Street

5/5/2021 Rosemont Street

5/5/2021 Highland Park Road

5/5/2021 Magnolia Circle

5/5/2021 Smith Road

5/5/2021 Rosemont Street

5/5/2021 Smith Road

5/5/2021 Bay City Road

5/5/2021 Bayshore Drive

5/5/2021 Cypress Street

5/5/2021 Pinewood Street

District 4

Work Performed:

	<u>Date</u>	<u>Road</u>
Litter Pickup	5/5/2021	Connector Road
Litter Pickup	5/5/2021	Rosemont Street
Litter Pickup	5/5/2021	Smith Road
Litter Pickup	5/5/2021	Connector Road
Litter Pickup	5/5/2021	Highland Park Road
Litter Pickup	5/5/2021	Rosemont Street
Litter Pickup	5/5/2021	Connector Road
Litter Pickup	5/5/2021	Pinewood Street
Litter Pickup	5/5/2021	Bay City Road
Litter Pickup	5/5/2021	Smith Road
Litter Pickup	5/5/2021	Highland Park Road
Litter Pickup	5/5/2021	Bay City Road
Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts	5/6/2021	Waddell Road
Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts, Cut bushes back, Cut Trees down and removed	5/6/2021	Bay City Road
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches, Cut bushes back, Cut Trees down and removed	5/6/2021	Bay City Road
Weed Eat & Cut Grass around signs & Culverts	5/6/2021	Highland Park Road
Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts	5/6/2021	Bay City Road
Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts	5/6/2021	Waddell Road
Weed Eat & Cut Grass around signs & Culverts	5/6/2021	Bay City Road
Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts	5/6/2021	Melanie Lane
Weed Eat & Cut Grass around signs & Culverts	5/6/2021	Waddell Road
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	5/10/2021	Squire Road
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	5/10/2021	Bay City Road
Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts	5/10/2021	Squire Road
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	5/10/2021	Bay City Road
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	5/10/2021	Squire Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/11/2021	Peachtree Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/11/2021	Hathcock Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/11/2021	Long Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/11/2021	Linden Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/11/2021	Hathcock Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/11/2021	Peachtree Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/11/2021	Long Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	5/11/2021	Linden Road

0

Material HAUL From:

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Busted Broken Concrete	5/4/2021	Bayshore Drive	18	0
Busted Broken Concrete		TOTAL	18	0
Debris	5/5/2021	Magnolia Circle	18	0
Debris		TOTAL	18	0
Dirty Concrete	5/10/2021	Sas Road	0.20000003	0

District 4

Material HAUL From:

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Dirty 89 Lime Rock		TOTAL	0.200000003	0
Litter	4/29/2021	Bluff Road	2	0
Litter	4/29/2021	Paradise Lane	0.5	0
Litter	4/29/2021	Squire Road	0.5	0
Litter	4/29/2021	Waddell Road	0.5	0
Litter	4/29/2021	Pine Log Road	0.5	0
Litter	4/29/2021	Peachtree Road	0.5	0
Litter	5/3/2021	Gibson Road	0.5	0
Litter	5/3/2021	Bluff Road	0.5	0
Litter	5/3/2021	Teat Road	0.5	0
Litter	5/3/2021	Tilton Road	0.5	0
Litter	5/3/2021	CR30A	0.5	0
Litter	5/4/2021	CR30A	0.5	0
Litter	5/4/2021	13 Mile	0.5	0
Litter	5/11/2021	Long Road	0.200000003	0
Litter	5/11/2021	Linden Road	0.200000003	0
Litter	5/11/2021	Hathcock Road	0.200000003	0
Litter	5/11/2021	Peachtree Road	0.200000003	0
Litter	5/11/2021	Johnson Lane	0.200000003	0
Litter	5/11/2021	Abercrombie Lane	0.200000003	0
Litter		TOTAL	9.200000018	0

Material HAUL To:

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Busted Broken Concrete	5/4/2021	Bayshore Drive	18	0
Busted Broken Concrete		TOTAL	18	0
Dirty 89 Lime Rock	5/4/2021	Bayview Drive	18	0
Dirty 89 Lime Rock		TOTAL	18	0

District 5

Work Performed:

	<u>Date</u>	<u>Road</u>
Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts	4/29/2021	10th Street
Box drag	4/29/2021	Bouington BLVD
Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts	4/29/2021	10th Street
Box drag	4/29/2021	Bloody Bluff Road
Box drag	4/29/2021	Gardners Landing Road
Litter Pickup	5/4/2021	Otterslide Road
Shoulder Work	5/4/2021	Ridge Road
Litter Pickup	5/4/2021	Avenue A (District 5)
Litter Pickup	5/4/2021	4th Street
Shoulder Work	5/4/2021	Ridge Road
Shoulder Work, Pot hole Repair (Fill)	5/5/2021	Otterslide Road
Parking lot repair	5/5/2021	Airport Road (City of Carrabelle)
Litter Pickup, Weed Eat & Cut Grass around signs & Culverts	5/10/2021	Avenue A (District 5)
Litter Pickup, Weed Eat & Cut Grass around signs & Culverts	5/10/2021	CC Land
Litter Pickup	5/10/2021	Ridge Road
Litter Pickup	5/10/2021	4th Street
Litter Pickup	5/10/2021	Ridge Road
Cut 49 long shoulders of road on county right of way	5/10/2021	8th Street
Litter p	5/10/2021	4th Street

District 5

Work Performed:

Litter Pickup
 Cut grass along shoulders of road on county right of way
 Cut grass along shoulders of road on county right of way
 Cut grass along shoulders of road on county right of way
 Litter Pickup
 Cut grass along shoulders of road on county right of way
 Cut grass along shoulders of road on county right of way
 Cut grass along shoulders of road on county right of way
 Cut grass along shoulders of road on county right of way
 Cut grass along shoulders of road on county right of way
 Cemetery, Cut, Raked & Cleaned
 Cut grass along shoulders of road on county right of way
 Cemetery, Cut, Raked & Cleaned
 Cemetery, Cut, Raked & Cleaned
 Cut grass along shoulders of road on county right of way
 Cemetery, Cut, Raked & Cleaned
 Cemetery, Cut, Raked & Cleaned
 Cemetery, Cut, Raked & Cleaned
 Cemetery, Cut, Raked & Cleaned
 Cut grass along shoulders of road on county right of way
 Cut grass along shoulders of road on county right of way
 Cut grass along shoulders of road on county right of way
 Cemetery, Cut, Raked & Cleaned

Date

C.

Road

Otterslide Road
 CC Land
 10th Street
 Otterslide Road
 Otterslide Road
 Wilderness Road
 Bear Creek Rd
 Ridge Road
 Garrett Lane
 4th Street
 Avenue A (District 5)
 Eastpoint Cemetery
 Teresa Avenue
 Eastpoint Cemetery
 Eastpoint Cemetery
 6th Street
 Eastpoint Cemetery
 Eastpoint Cemetery
 Eastpoint Cemetery
 Eastpoint Cemetery
 Otterslide Road
 Michael Way
 Wylonda Avenue
 Eastpoint Cemetery

0

Material HAUL From:

Crushed shell (Oyster)

Date

Road

Cubic Yards

Tons

5/11/2021

Barbers Seafood

18

0

Crushed shell (Oyster)

TOTAL

18

0

Litter

4/29/2021

Pine Log Road

1

0

Litter

5/4/2021

Otterslide Road

0.200000003

0

Litter

5/4/2021

4th Street

0.200000003

0

Litter

5/4/2021

Avenue A (District 5)

0.200000003

0

Litter

5/10/2021

4th Street

0.200000003

0

Litter

5/10/2021

Avenue A (District 5)

1.5

0

Litter

5/10/2021

Ridge Road

0.200000003

0

Litter

5/10/2021

Otterslide Road

0.200000003

0

Litter

5/10/2021

CC Land

1

0

Litter

TOTAL

4.700000018

0

Milled Asphalt

4/29/2021

Graham Creek Milled Asphalt

72

0

Milled Asphalt

4/29/2021

Graham Creek Milled Asphalt

54

0

Milled Asphalt

4/29/2021

Graham Creek Milled Asphalt

72

0

Milled Asphalt

TOTAL

198

0

Material HAUL To:

Dirty 89 Lime Rock

Date

Road

Cubic Yards

Tons

5/4/2021

Ridge Road

5

0

Dirty 89 Lime Rock

5/5/2021

Airport Road (City of Carrabelle)

36

0

Dirty 89 Lime Rock

TOTAL

41

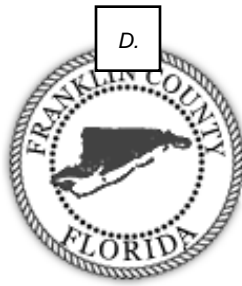
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D.

File Attachments for Item:

D. Informational Item

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



MEETING DATE: May 18, 2021
NAME/DEPARTMENT/AGENCY: Fonda D. Davis
 Solid Waste & Recycling, Animal Control, Parks & Recreation

TOTAL ATTACHMENTS: 0

SUBJECT(S):

FOR BOARD INFORMATION:

Right-of-Way Debris Pickup/Recycle Material Hauled
April 28, 2021-May 12, 2021

RIGHT-OF-WAY DEBRIS PICKUP

Apalachicola	Eastpoint	St George Island	Carrabelle	Lanark	Alligator Point
112.03 TONS	41.42 TONS	2.67 TONS	17.17 TONS	1.18 TONS	47.38 TONS

RECYCLE MATERIAL HAULED

	Apalachicola	Eastpoint	St. George Island	Carrabelle	Lanark	Alligator Point	St. James
Cardboard	11.97 TONS	3.29 TONS	11.85 TONS	-0- TONS	2.3 TONS	-0- TONS	-0- TONS
Plastic,Paper,Glass, Aluminum	-0- TONS	-0- TONS	-0- TONS	-0- TONS	-0- TONS	-0- TONS	-0- TONS
Landfill .04 Tons							

REQUESTED ACTION: None

File Attachments for Item:

E. Action Item

1. Request the Boards approval to advertise for RFP for Debris Monitoring and Debris Removal Services. This request includes the advertising for the municipalities (City of Carrabelle and City of Apalachicola) and Special District (Dog Island). The municipalities and special district will then have to sign their own contracts. Allowing them to advertise assures their compliance in the RFP Process.

Informational Items

1. EOC Staff along with our CERT Volunteers continue to distribute washable & reusable cloth mask throughout our community. We have partnered with the City of Carrabelle and City of Apalachicola Chamber of Commerce along with the St. George Island & Eastpoint Visitor Centers to assist with distribution to local businesses and residents. We will continue this effort as long as supplies are available.

2. EOC Staff continue to participate in conference calls with State DEM, Region 2, DOH, FEMA, etc. regarding COVID 19. We also continue to update WebEOC with Local State of Emergency and SitReps.

3. Amanda Anthony completed the Integrated Emergency Management Class.

4. EOC Staff participated and passed the K0705 Class.

5. Moulage is the art of applying mock injuries for the purpose of training emergency response teams. Amanda Anthony is training to become efficient in the art of Moulage. This will enable our exercises to better simulate real life events allowing for trainees to responds more effectively. Attached are a few pictures of her work.

6. EOC Staff will participate in the National Weather Training on 05/17-05/21/21.

7. Franklin County EOC/Duke Energy Meeting - Storm Season 2021 is scheduled for 05/19/21.

E.



E.



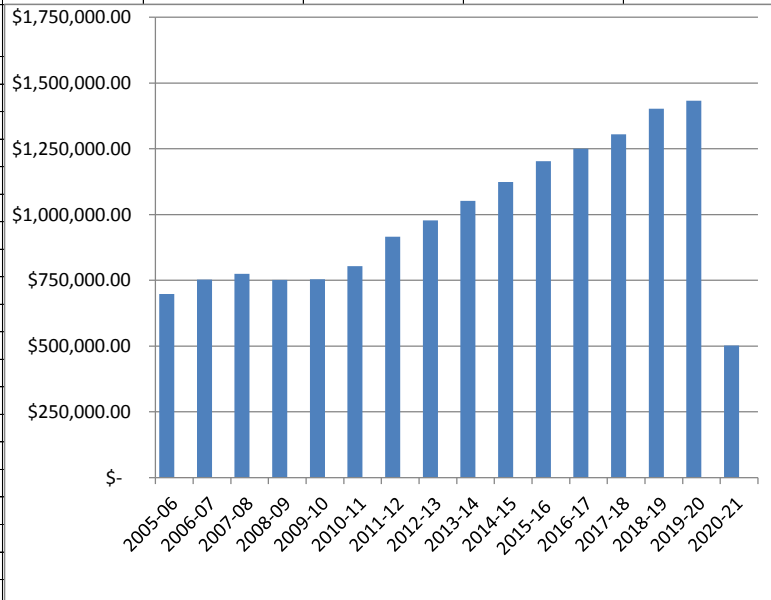
File Attachments for Item:

G. Informational Items

- 1. Parks & Recreation installed all 20 signs on public beach access points. In the process of installing the signs they needed to construct nice frames for the signs. They used \$1049.60 of their budget to build the frames the TDC board voted to reimburse Parks & Recreation the funds.
- 2. The February Collections were \$84,508.31 which is a decrease of \$10,508.71 or a 11.06% decrease over February 2020.
- 3. The Florida's Forgotten Coast Mobile App now has 2,447 users. It has been averaging about 18 new users every day for the last few weeks.

**FCTDC Collections Report for
2020-21 Year G. Date Report
Through February, 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	64.56%	64.56%	\$1,750,000.00				
21	November	\$ 49,440.74	\$ 87,784.31	\$ 57,067.01	\$ 86,469.54	\$ 29,402.53	51.52%	116.08%	\$1,500,000.00				
22	December	\$ 37,182.43	\$ 46,715.00	\$ 52,526.91	\$ 67,724.30	\$ 15,197.39	28.93%	80.46%	\$1,250,000.00				
23	January	\$ 51,388.51	\$ 52,063.46	\$ 54,422.25	\$ 115,730.11	\$ 61,307.86	112.65%	141.58%	\$1,000,000.00				
24	February	\$ 58,337.94	\$ 66,632.44	\$ 95,017.02	\$ 84,508.31	\$ (10,508.71)	-11.06%	101.59%	\$750,000.00				
25	March	\$ 111,947.32	\$ 127,975.20	\$ 71,946.84					\$500,000.00				
26	April	\$ 103,422.44	\$ 82,258.08	\$ 20,066.60					\$250,000.00				
27	May	\$ 140,130.14	\$ 166,129.65	\$ 123,839.27					\$-				
28	June	\$ 269,049.32	\$ 300,092.38	\$ 283,734.76									
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	\$ 501,974.34	\$ 153,280.87	58.04%						
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													
42													



I.

File Attachments for Item:

I. 10:35 a.m. (ET) or as soon thereafter as possible: AN ORDINANCE REZONING 20 ACRES OF LAND IN SECTION 30, TOWNSHIP 6 SOUTH, RANGE 7 WEST, FROM R-6 RURAL RESIDENTIAL DISTRICT TO R-1 SINGLE FAMILY RESIDENTIAL DISTRICT

NOTICE OF ZONING CHANGE

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

AN ORDINANCE REZONING 20 ACRES OF LAND IN SECTION 30, TOWNSHIP 6 SOUTH, RANGE 7 WEST, FROM R-6 RURAL RESIDENTIAL DISTRICT TO R-1 SINGLE FAMILY RESIDENTIAL DISTRICT.

The location of the proposed rezoning is shown in the map below.

A public hearing on the proposed change will be held on Tuesday, May 18, 2021, at 10:35 a.m. at the County Commission meeting room in the Franklin County Courthouse Annex, 34 Forbes Street, Apalachicola, Florida. More information can be obtained and the proposed changes may be inspected at the Franklin County Planning Department, 34 Forbes Street, Suite 1, Apalachicola, Florida 32320 (telephone 850-653-9783).

To comply with CDC and government social distancing requirements, a limited number of the general public will be allowed in the commission meeting room for this meeting. This Board of County Commission meeting will also be conducted via livestream and conference call. Any person who wishes to speak concerning this item will be able to log in to this meeting virtually. The login information will be provided online by Thursday, May 13, 2021, by downloading the agenda for the May 18, 2021, Board of County Commission Meeting located at www.franklincountyflorida.com.

Persons wishing to comment may do so in person, by using the virtual meeting feature noted above during the public hearing or in writing to the Franklin County Board of County Commissioners, 33 Market Street, Suite 203, Apalachicola, Florida 32320. Transactions of this public hearing will be recorded. Persons who may wish to appeal any action resulting from this hearing should make the necessary arrangements to ensure that a verbatim record is made, including testimony and evidence, if any, upon which the appeal is to be based. The meeting room is handicap accessible. Those having special needs to attend the meeting may contact Deputy Clerk, Jessica Gay, at 850-653-8861, x-100, at least two business days prior to the public hearing to make arrangements.

Publish: April 22, 2021

J.

File Attachments for Item:

J. 10:50 a.m. (ET), or as soon thereafter as is possible: AN ORDINANCE AMENDING FRANKLIN COUNTY ORDINANCE 2013-1 TO PROVIDE FOR THE EXEMPTION OF WHOLLY SUBMERGED LANDS FROM MUNICIPAL SERVICE ASSESSMENTS FOR FIRE AND RESCUE SERVICES; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE

NOTICE OF ZONING CHANGE

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

AN ORDINANCE REZONING 20 ACRES OF LAND IN SECTION 30, TOWNSHIP 6 SOUTH, RANGE 7 WEST, FROM R-6 RURAL RESIDENTIAL DISTRICT TO R-1 SINGLE FAMILY RESIDENTIAL DISTRICT.

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Publish: April 22, 2021

AN ORDINANCE AMENDING FRANKLIN COUNTY ORDINANCE 2013-1 TO PROVIDE FOR THE EXEMPTION OF WHOLLY SUBMERGED LANDS FROM MUNICIPAL SERVICE ASSESSMENTS FOR FIRE AND RESCUE SERVICES; PROVIDING FOR SERVERABILITY AND PROVIDING AN EFFECTIVE DATE

WHEREAS, in 2013, Franklin County adopted ordinance 2013-1 for the provision of assessments for Fire and Rescue Services; and,

WHEREAS, on March 2, 2021, Mrs. Rhonda Skipper, the Franklin County Property Appraiser, testified before the Board that her office has identified approximately 25 parcels which are wholly submerged with no uplands; and,

WHEREAS, the Property Appraiser recommended that the Board consider amending ordinance 2013-1 to provide a mechanism for exempting wholly submerged parcels which have no uplands;

NOW THEREFORE, be it ordained that, Franklin County hereby amends Ordinance 2013-1, as follows:

1. New paragraph 66 of Ordinance 2013-1 shall provide as follows:

66. “Franklin County may exempt from the municipal services assessment for Fire and Rescue Services, wholly submerged lands, as follows:

- a. The Franklin County Property Appraiser (“Property Appraiser”) may submit to the Franklin County Board of County Commissioners a written request to exempt wholly submerged parcels of land which have no uplands from the municipal services assessment for fire and rescue services. This request shall provide the parcel identification number of the parcel, the address of the parcel, a current GIS map depicting the boundaries of the parcel showing that it is wholly submerged and has no uplands and a statement as to size of the wholly submerged parcel of land.
- b. To be eligible for consideration for this exemption the entire parcel of land must be wholly submerged below mean high tide.
- c. If the parcel has any upland, then it is not eligible for a request for exemption pursuant to paragraph 66(a).
- d. Following receipt of the request for exemption, Franklin County shall consider the request at a regular meeting of the Board of County Commissioners as an item on the agenda.
- e. If the request is approved, Franklin County shall adopt a resolution exempting some, or all, of the parcels identified on the Property Appraiser’s written request, and shall attach a copy of the request to the resolution.
- f. Following adoption, the resolution shall be recorded in the official records of Franklin County, Florida.

- g. If any parcel made exempt from the municipal services assessment for fire and rescue services should, in the future, become an upland parcel, in whole or in part, then the parcel can be made subject to the said assessment in the same fashion in which is was exempted; i.e. upon written request of the Property Appraiser and adoption of a resolution by the County Commission.
- 2. Severability: It is declared to be the intent of the Board that if any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portions shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.
- 3. Effective Date: This Ordinance shall take effect as provided by law.

Done and Ordained on this the ___ day of May, 2021.

FRANKLIN COUNTY, a political subdivision
of the State of Florida

By: _____
Rick D. Jones

Attest:

By: _____
Michele Maxwell, Clerk

Approved as to legal form and sufficiency

By: _____
Thomas M. Shuler, County Attorney

K.

File Attachments for Item:

K. 11:00 a.m. (ET), or as soon as possible; AN ORDINANCE LEVYING AND IMPOSING AN ADDITIONAL ONE CENT TOURIST DEVELOPMENT TAX; PROVIDING FOR USE OF THE TOURIST DEVELOPMENT TAX; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

NOTICE OF INTENT TO CONSIDER ADOPTION OF A COUNTY ORDINANCE

Notice is given that on the 18th day of May, 2021 at 11:00 a.m. (ET), or as soon thereafter as is possible, in the courtroom at the Courthouse Annex, located at 34 Forbes Street, Apalachicola, Florida, the Franklin County Board of County Commissioners shall conduct a public hearing to consider adopting a county ordinance entitled:

AN ORDINANCE LEVYING AND IMPOSING AN ADDITIONAL ONE CENT TOURIST DEVELOPMENT TAX; PROVIDING FOR USE OF THE TOURIST DEVELOPMENT TAX; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

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

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

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

Instructions to publisher:

Publish as a **display ad** on May 6, 2021 in the Apalachicola Times

Invoice this ad to:

Franklin County

c/o Linda Phillips

33 Market Street, Suite 203

Apalachicola, Florida 32320

2019 ECONOMIC IMPACT OF TOURISM



Franklin County

Visitor Spending by Category



Total Visitor Spending



7.9%

Year-over-Year Growth in Visitor Spending

69.0%

of Total County Jobs Supported by Visitor Spending

\$26.4M

State & Local Taxes Generated

\$24.1M

Federal Taxes Generated

	Direct	Indirect	Induced	Total
GDP	\$114.9M	\$24.2M	\$21.6M	\$160.6M
Jobs	3,122	422	333	3,877
Wages	\$75.5M	\$12.3M	\$8.9M	\$96.7M
Total Business Spending	\$212.9M	\$50.8M	\$39.1M	\$302.8M

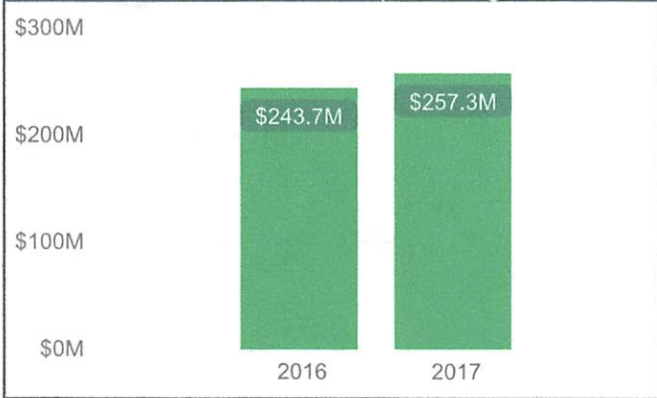
Figures in this document are based on spending by visitors during 2019, including domestic out-of-state visitors, international visitors, and Florida residents who traveled at least 50 miles to the destination. They also include both day and overnight trips. Indirect impacts are impacts on non-tourism businesses which provide supplies to tourism businesses (e.g. restaurant suppliers). Induced impacts are impacts on non-tourism businesses due to spending of wages by employees of tourism businesses (e.g. the money spent by a tourism business employee at a grocery store). "Total Business Spending" is the amount paid to suppliers by businesses.

Sources: Rockport Analytics, Bureau of Economic Analysis

Direct Visitor Spending by Category



Total Visitor Spending



5.6%

Year-over-Year Growth in Visitor Spending

62.3%

of Total County Jobs Supported by Visitor Spending

	Direct	Indirect	Induced	Total
GDP	\$97.8M	\$20.8M	\$18.6M	\$137.3M
Jobs	2,736	365	290	3,391
Wages	\$65.2M	\$10.5M	\$7.7M	\$83.4M
Total Business Spending	\$181.5M	\$43.5M	\$33.8M	\$258.8M

Tourism-Generated Taxes



Figures in this document are based on spending by visitors during 2017, including domestic out-of-state visitors, international visitors, and Florida residents who traveled at least 50 miles from home to the destination. They also include both day and overnight trips. Indirect impacts are impacts on non-tourism businesses which provide supplies to tourism businesses (e.g. restaurant suppliers). Induced impacts are impacts on non-tourism businesses due to spending of wages by employees of tourism businesses (e.g. the money spent by a tourism business employee at a grocery store).

TOURISM IS VITAL TO FLORIDA



TOURISM IS FLORIDA'S TOP ECONOMIC DRIVER

In 2019, out-of-state visitors added **\$96.5 BILLION** to Florida's economy. That's more than the entire GDP of 13 states.

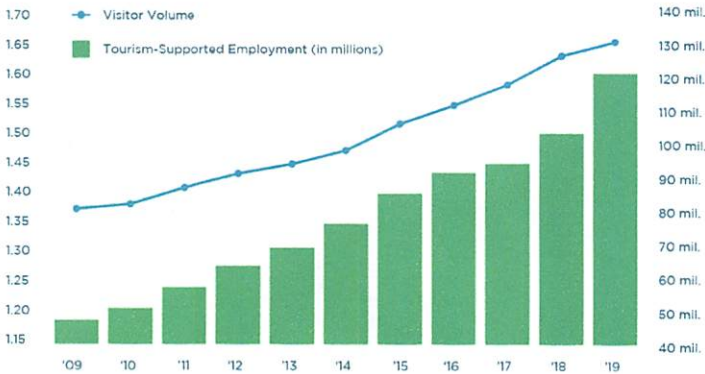
Source: Rockport Analytics, Bureau of Economic Analysis

131.4 MILLION VISITORS

came to Florida in 2019, a 10th consecutive year of record visitation.

VISIT FLORIDA marketing drives out-of-state visitors to all of Florida's **67 COUNTIES.**

FLORIDA TOURISM IS GROWING FASTER THAN...
THE U.S. ECONOMY, CONSUMER SPENDING, HEALTH CARE SPENDING, & SPENDING ON RECREATION. Source: Rockport Analytics, Bureau of Economic Analysis



Source: Tourism Economics, Rockport Analytics

VISIT FLORIDA IS A SMART INVESTMENT

According to the Florida Legislature's Chief Economist, every \$1 invested in VISIT FLORIDA yields a **\$3.27 RETURN** on investment to Florida's taxpayers.

People exposed to VISIT FLORIDA's digital advertising in 2019 were

TWICE AS LIKELY

to visit Florida and had a more favorable view of the state.

Source: Arrivalist, OmniTrak

Every **81 VISITORS** = one Florida Job.

293 NEW HOTELS (39,149 ROOMS) & 9,500+ NEW RESTAURANTS

opened from 2015 to July 2019. Source: STR and DBPR Division of Hotels & Restaurants

Bed taxes in **RURAL COUNTIES** have grown nearly **50% FASTER** than **URBAN COUNTIES** since 2012.

Source: Florida Department of Revenue

TOURISM KEEPS FLORIDA'S TAXES LOW

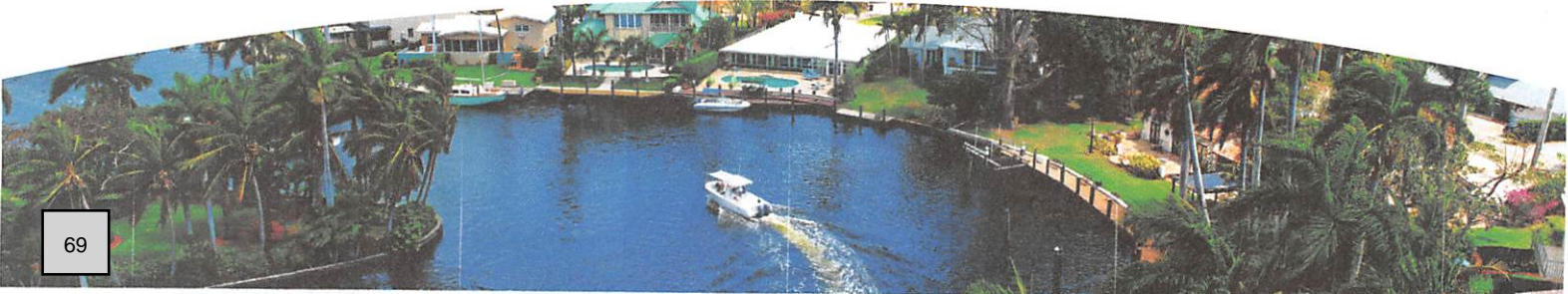
According to the Florida Legislature's Chief Economist, tourism accounted for

15% or more than **\$3.8 BILLION** of total state sales tax collections.

Visitors save every Florida household more than

\$1,500/YEAR

on state and local taxes. Source: Rockport Analytics, Census Bureau

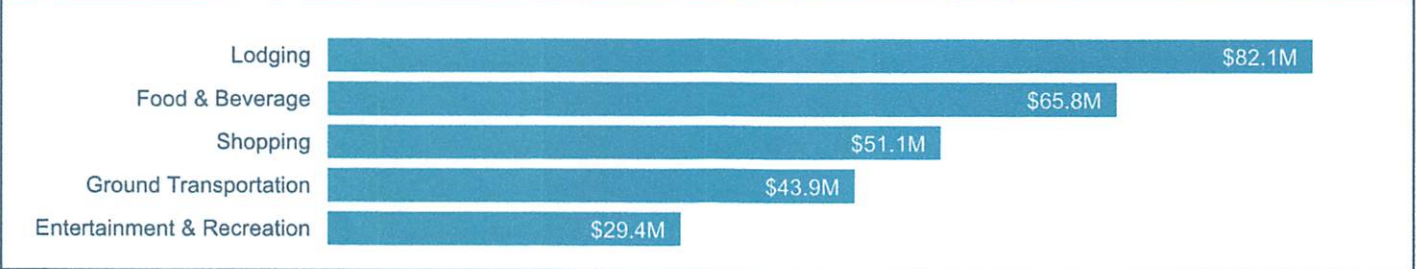


2018 ECONOMIC IMPACT OF TOURISM

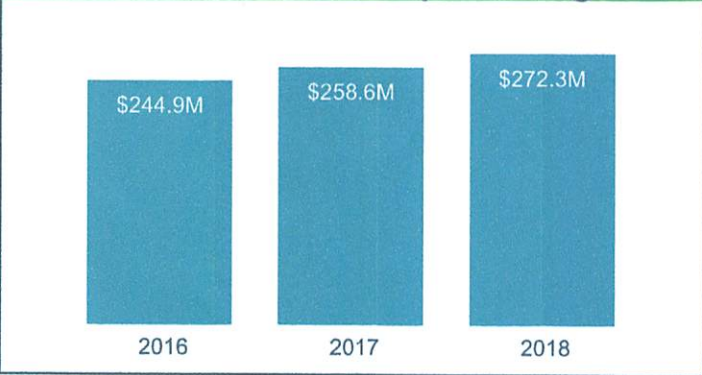


Franklin County

Visitor Spending by Category



Total Visitor Spending



5.3%

Year-over-Year Growth in Visitor Spending

65.8%

of Total County Jobs Supported by Visitor Spending

\$24.1M

State & Local Taxes Generated

\$22.2M

Federal Taxes Generated

	Direct	Indirect	Induced	Total
GDP	\$105.5M	\$22.4M	\$20.0M	\$147.9M
Jobs	2,913	391	310	3,614
Wages	\$69.9M	\$11.3M	\$8.3M	\$89.5M
Total Business Spending	\$195.7M	\$46.8M	\$36.2M	\$278.8M

Figures in this document are based on spending by visitors during 2018, including domestic out-of-state visitors, international visitors, and Florida residents who traveled at least 50 miles to the destination. They also include both day and overnight trips. Indirect impacts are impacts on non-tourism businesses which provide supplies to tourism businesses (e.g. restaurant suppliers). Induced impacts are impacts on non-tourism businesses due to spending of wages by employees of tourism businesses (e.g. the money spent by a tourism business employee at a grocery store). "Total Business Spending" is the amount paid to suppliers by businesses.

Sources: Rockport Analytics, Bureau of Economic Analysis

Tourist Development Tax Collections by County 2019

Listed by County, Current Rate, Collections for 2019. They were at 2% , last Increase and Size of Increase

Lake	4	\$ 3,237,505	\$ 1,618,753	\$ 1,618,753	2003	2% - 4%
Lee	5	\$ 43,484,333	\$ 17,393,733	\$ 26,090,600	2006	3% - 5%
Leon	5	\$ 6,955,920	\$ 2,782,368	\$ 4,173,552	2009	4% - 5%
Levy	4	\$ 244,288	\$ 122,144	\$ 122,144	2020	2% - 4%
Madison	3	\$ 139,608	\$ 93,072	\$ 46,536	2002	2% - 3%
Manatee	5	\$ 16,361,666	\$ 6,544,666	\$ 9,817,000	2019	4% - 5%
Marion	4	\$ 3,114,548	\$ 1,557,274	\$ 1,557,274	2015	2% - 4%
Martin	5	\$ 2,807,987	\$ 1,123,195	\$ 1,684,792	2015	4% - 5%
Monroe	5	\$ 41,792,652	\$ 16,717,061	\$ 25,075,591	2009	4% - 5%
Nassau	5	\$ 7,576,441	\$ 3,030,576	\$ 4,545,865	2018	4% - 5%
Okealoosa	5	\$ 23,715,679	\$ 9,486,272	\$ 14,229,407	2008	4% - 5%
Okeechobee	3	\$ 355,537	\$ 237,025	\$ 118,512	1996	2% - 3%
Orange	6	\$ 288,032,000	\$ 96,010,667	\$ 192,021,333	2006	5% - 6%
Osceola	6	\$ 61,487,341	\$ 20,495,780	\$ 40,991,561	2004	5% - 6%
Palm Beach	6	\$ 54,758,037	\$ 18,252,679	\$ 36,505,358	2015	5% - 6%
Pasco	4	\$ 3,022,739	\$ 1,511,370	\$ 1,511,370	2017	2% - 4%
Pinellas	6	\$ 64,417,023	\$ 21,472,341	\$ 42,944,682	2016	5% - 6%
Polk	5	\$ 14,625,398	\$ 5,850,159	\$ 8,775,239	2007	4% - 5%
Putnam	4	\$ 634,795	\$ 317,398	\$ 317,398	2008	2% - 4%
St. Johns	4	\$ 12,138,895	\$ 6,069,448	\$ 6,069,448	2010	3% - 4%
St. Lucie	5	\$ 4,181,873	\$ 1,672,749	\$ 2,509,124	2003	4% - 5%
Santa Rosa	5	\$ 3,920,782	\$ 1,568,313	\$ 2,352,469	2014	4% - 5%
Sarasota	5	\$ 23,777,605	\$ 9,511,042	\$ 14,266,563	2011	4% - 5%
Seminole	5	\$ 5,954,932	\$ 2,381,973	\$ 3,572,959	2009	4% - 5%
Sumter	2	\$ 811,254	\$ 811,254	\$ -	2005	
Suwannee	3	\$ 277,168	\$ 184,779	\$ 92,389	2011	2% - 3%
Taylor	5	\$ 570,062	\$ 228,025	\$ 342,037	9-1-16 / 11-1-16	3% - 4% 4% - 5%
Volusia	6	\$ 11,826,255	\$ 3,942,085	\$ 7,884,170	2003	2% - 3%
Wakulla	4	\$ 205,837	\$ 102,919	\$ 102,919	2012	3% - 4%
Walton	5	\$ 41,829,025	\$ 16,731,610	\$ 25,097,415	2020	4% - 5%
Washington	3	\$ 166,233	\$ 110,822	\$ 55,411	2006	2% - 3%
Calculations 2% - 3%			3%			
Franklin		\$ 1,400,239	\$ 2,100,359			

Tourist Development Tax Collections by County 2019
Listed by County, Current Rate, Collections for 2019, they were at 2% , last Increase and Size of Increase

COUNTY	Tax Rate	Total Taxes Collected	Collections if Rate was 2 %	Difference	Year of Last Increase	Size of Increase
Alachua	5	\$ 5,737,305	\$ 2,294,922	\$ 3,442,383	2010	3% - 5%
Baker	3	\$ 53,720	\$ 35,813	\$ 17,907	2012	2% - 3%
Bay	5	\$ 26,438,335	\$ 10,575,334	\$ 15,863,001	2009	4% - 5%
Bradford	4	\$ 145,539	\$ 72,770	\$ 72,770	2007	2% - 4%
Brevard	5	\$ 15,972,067	\$ 6,388,827	\$ 9,583,240	2005	4%-5%
Broward	6	\$ 88,997,362	\$ 29,665,787	\$ 59,331,575	2018	5%-6%
Charlotte	5	\$ 4,442,008	\$ 1,776,803	\$ 2,665,205	2007	4%-5%
Citrus	5	\$ 1,892,311	\$ 756,924	\$ 1,135,387	2017	3%-5%
Clay	5	\$ 1,240,484	\$ 496,194	\$ 744,290	2017	3%-5%
Collier	5	\$ 31,080,271	\$ 12,432,108	\$ 18,648,163	2017	4%-5%
Columbia	5	\$ 1,543,540	\$ 617,416	\$ 926,124	2015	4%-5%
Miami-Dade	6	\$ 48,681,157	\$ 16,227,052	\$ 32,454,105	1991	6%
DeSoto	3	\$ 74,466	\$ 49,644	\$ 24,822	2015	2% - 3%
Dixie	3	\$ 86,968	\$ 57,979	\$ 28,989	2017	2% - 3%
Duval	6	\$ 17,269,958	\$ 5,756,653	\$ 11,513,305	1994	4% - 6%
Escambia	4	\$ 12,529,410	\$ 6,264,705	\$ 6,264,705	2021	4% - 5%
Flagler	5	\$ 2,711,161	\$ 1,084,464	\$ 1,626,697	2017	4% - 5%
Franklin	2	\$ 1,400,239	\$ 1,400,239	\$ -	2005	
Gadsden	2	\$ 171,932	\$ 171,932	\$ -	2003	
Gilchrist	3	\$ 61,590	\$ 41,060	\$ 20,530	2020	2% - 3%
Glades	2	\$ 19,460	\$ 19,460	\$ -	2009	
Gulf	5	\$ 1,817,674	\$ 727,070	\$ 1,090,604	2015	4% - 5%
Hamilton	3	\$ 39,987	\$ 26,658	\$ 13,329	2002	2% - 3%
Hardee	2	\$ 53,316	\$ 53,316	\$ -	2017	
Hendry	3	\$ 278,222	\$ 185,481	\$ 92,741	2007	2% - 3%
Hernando	5	\$ 1,137,717	\$ 455,087	\$ 682,630	2014	3% - 5%
Highlands	4	\$ 995,769	\$ 497,885	\$ 497,885	2018	2% - 4%
Hillsborough	6	\$ 37,118,948	\$ 12,372,983	\$ 24,745,965	2019	5% - 6%
Holmes	3	\$ 101,275	\$ 67,517	\$ 33,758	2018	2% - 3%
Indian River	4	\$ 3,203,566	\$ 1,601,783	\$ 1,601,783	2001	3% - 4%
Jackson	4	\$ 631,036	\$ 315,518	\$ 315,518	2004	2% - 4%
Jefferson	3	\$ 58,382	\$ 38,921	\$ 19,461	2017	2% - 3%

It All starts ^{K.} with a Tourist



The Franklin County TDC creates marketing campaigns to get tourists' attention, leading visitors to book a trip to our community rather than a competing destination.



A visitor checks into a rental property paying a tax on their overnight stay. The tourist may stop by the grocery store, local market, try a local restaurant or stop by local fish market.



Local attractions in Franklin County all experience the economic benefits of this tourist.

Visitors also shop at local boutiques, specialty shops, rent golf carts, book fishing charters, visit museums and play golf.



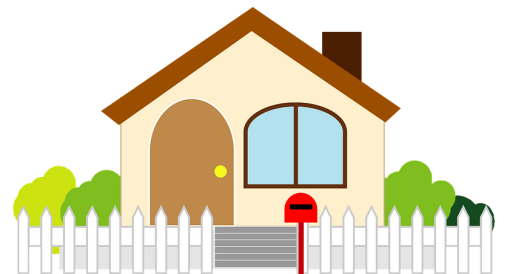
Local residents are thankful for the wages their job in the tourism industry provides.

These employees spend their paychecks throughout Franklin County as well. Every 78 Visitors creates 1 job in the County.



The promise of business from tourist inspires entrepreneurs to start their own business.

Which spurs economic growth and development and also attracts even more tourists.



Many tourist fall in love with Franklin County and decide to move here.

These new residents pay local taxes, and their family and Friends come to visit bringing even more tourism dollars. This cycle creates new job opportunities for residents, better schools for our children, stronger public safety, improved infrastructure and enhanced quality of life.



ORDINANCE NO. _____

AN ORDINANCE LEVYING AND IMPOSING AN ADDITIONAL ONE CENT TOURIST DEVELOPMENT TAX; PROVIDING FOR USE OF THE TOURIST DEVELOPMENT TAX; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, since 2004, Franklin County has had a county-wide two percent Tourist Development Tax; and,

WHEREAS, Florida Statutes section 125.0104(3)(d), (2020) authorizes Franklin County to increase the Tourist Development Tax by one additional percent by an extraordinary vote of the governing body; and,

WHEREAS, Franklin County has the authority to adopt this ordinance; and,

WHEREAS, the Board of County Commissioners of Franklin County has determined that it is in the best interests of the residents and citizens of the County that the board levy and impose an additional one percent tourist development tax under section 125.0104(3)(d), Florida Statute (2020); and,

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

1. Levy of Additional One Percent Tourist Development Tax: Pursuant to Florida Statutes section 125.0104(3)(d), (2020), the Board of County Commissioners of Franklin County, Florida, by extraordinary vote of the governing body, hereby levies county wide an additional one-cent sales surtax on those transactions described in Fla. St. section 125.0104(3)(d) and section 125.0104(3)(1) for the purposes expressed herein and in the Tourist Development Plan, such that the total Tourist Development Tax in Franklin County shall be three percent.
2. Use of Proceeds: The proceeds of the additional one percent tourist development sales surtax shall be used solely for those purposes authorized in Fla. St. section 125.0104.
3. Severability: It is declared to be the intent of the Board that if any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portions shall be deemed a separate, distinct, and independent provision, and such holdings shall not affect the validity of the remaining portions hereof.
4. Effective Date: This ordinance shall take effect as provided by law.

Adopted this the ____ day of May, 2021, by an extraordinary vote of the Board..

BOARD OF COUNTY COMMISSIONERS

BY: _____
RICKY D. JONES, Chairman

K.

ATTEST:

Michele Maxwell, Clerk

Approved as to Legal Form and Sufficiency:

Thomas M. Shuler, County Attorney

L.

File Attachments for Item:

L. 11:15 a.m. (ET) or soon thereafter as is possible: AN ORDINANCE ESTABLISHING A PROGRAM IN THE UNINCORPORATED AREA OF FRANKLIN COUNTY FOR THE PREVENTATIVE MAINTENANCE AND REPAIR OF PRIVATE DIRT ROADS; FINDING THAT THIS PROGRAM SERVES A PUBLIC PURPOSE; LIMITING THIS PROGRAM TO PRIVATE INDIVIDUALS ONLY, EXCLUDING ALL ROADS OF ALL GOVERNMENTAL ENTITIES AND AGENCIES, EXCLUDING ALL ARTIFICIAL ENTITIES; REQUIRING THAT THE COUNTY SHALL BE PAID IN ADVANCE FOR ITS ACTUAL COST FOR SUCH PROGRAM; ESTABLISHING LIMITATIONS AND GUIDELINES FOR SUCH PROGRAMS; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

NOTICE OF INTENT TO CONSIDER ADOPTION OF A COUNTY ORDINANCE

Notice is given that on the 18th day of May, 2021 at 11:15 a.m. (ET), or as soon thereafter as is possible, in the courtroom at the Courthouse Annex, located at 34 Forbes Street, Apalachicola, Florida, the Franklin County Board of County Commissioners shall conduct a public hearing to consider adopting a county ordinance entitled:

AN ORDINANCE ESTABLISHING A PROGRAM IN THE UNINCORPORATED AREA OF FRANKLIN COUNTY FOR THE PREVENTATIVE MAINTENANCE AND REPAIR OF PRIVATE DIRT ROADS; FINDING THAT THIS PROGRAM SERVES A PUBLIC PURPOSE; LIMITING THIS PROGRAM TO PRIVATE INDIVIDUALS ONLY, EXCLUDING ALL ROADS OF ALL GOVERNMENTAL ENTITIES AND AGENCIES, EXCLUDING ALL ARTIFICIAL ENTITIES; REQUIRING THAT THE COUNTY SHALL BE PAID IN ADVANCE FOR ITS ACTUAL COST FOR SUCH PROGRAM; ESTABLISHING LIMITATIONS AND GUIDELINES FOR SUCH PROGRAMS; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

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

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

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

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

Instructions to publisher:

Publish as a **display ad** on May 6, 2021 in the Apalachicola Times

Invoice this ad to:

Franklin County

c/o Linda Phillips

33 Market Street, Suite 203

Apalachicola, Florida 32320

April 1, 2010 Draft/updated 10/1/10/Updated4.9.21

ORDINANCE 10- _____

AN ORDINANCE ESTABLISHING A PROGRAM IN THE UNINCORPORATED AREA OF FRANKLIN COUNTY FOR THE PREVENTATIVE MAINTENANCE AND REPAIR OF PRIVATE DIRT ROADS; FINDING THAT THIS PROGRAM SERVES A PUBLIC PURPOSE; LIMITING THIS PROGRAM TO PRIVATE INDIVIDUALS ONLY, EXCLUDING ALL ROADS OF ALL GOVERNMENTAL ENTITIES AND AGENCIES, EXCLUDING ALL ARTIFICIAL ENTITIES; REQUIRING THAT THE COUNTY SHALL BE PAID IN ADVANCE FOR ITS ACTUAL COST FOR SUCH PROGRAM; ESTABLISHING LIMITATIONS AND GUIDELINES FOR SUCH PROGRAMS; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, Franklin County finds that that a valid public purpose is served by establishing a program which ensures the safe ingress and egress to existing private roads for homeowners, U.S. Postal Service, School Buses, Fire Trucks and Emergency Services Vehicles, ("Program") and

WHEREAS, this Program shall be limited to the unincorporated areas of Franklin County, Florida, and

WHEREAS, Franklin County requires that is shall be paid in full in advance for its actual costs from those choosing to participate in the Program, and

WHEREAS, Franklin County declares that the Program provided for herein shall not be construed as competition with private enterprise, but rather a limited service in furtherance of the public good with the restricted purpose of providing access to residential dwellings only by a two-wheel drive car, and

WHEREAS, such Program shall be contingent upon the availability of county resources, with county owned and maintained roads taking priority over requests for the repair and/or maintenance of private roads, and

WHEREAS, such Program shall not exceed \$1,000.00 for any single repair and/or maintenance request per fiscal year or, alternatively, all such requests within one neighborhood or subdivision shall not exceed \$5,000.00, per fiscal year (October 1 through September 30), and

WHEREAS, such Program shall exclude new construction of private roads, driveways, stormwater, drainage, ditches and swales, and

WHEREAS, such Program shall be limited to the repair and/or maintenance of private roads, ditches and swales, but shall exclude the provision of stormwater management services, and

WHEREAS, the private property owner shall be solely responsible for the actual cost of all materials, equipment, staging fees, mileage and personnel costs of Franklin County, and which shall not include any profit margin, and

WHEREAS, such Program shall be limited to private individuals only and shall exclude all governmental entities and agencies, and

WHEREAS, such Program shall exclude all corporations, partnerships, limited liability companies and all other artificial entities; and,

WHEREAS, Paved Roads are excluded from this Program; and,

WHEREAS, this Program excludes cutting grass on Private Roads; and

WHEREAS, this Program excludes Private Driveways; and,

WHEREAS, this Program excludes the creation of ditches and swales; and,

WHEREAS, Franklin County does not intend that this Program shall be construed as constituting County maintenance of any private road within the meaning of Florida Statute §95.361 (2009) and shall not result in the vesting of any right, title or interest in such property in Franklin County; and,

WHEREAS, such Program is not intended for the purpose of, and shall not, improve Private Roads to county road standards for dedication to Franklin County; rather, it shall maintain them at the grade, width and length that such roads exists on the date that this ordinance is adopted; and,

IT IS THEREFORE ORDAINED THAT:

Section One: Recitals. All the above recitals are incorporated herein by this reference.

Section Two: Title. This Ordinance may be cited as the "Franklin County Maintenance and Repair of Private Roads"

Section Three: Definitions:

3.1: "Franklin County" means Franklin County, a political subdivision of the State of Florida.

3.2: "Paved Road" means any road that is improved with a durable surface material such as asphalt, concrete or paving stones intended for vehicular traffic

3.3: "Private Driveway" means any private single lane road intended for access to a single or a small group of residential homes

3.4: "Private" means property that is owned by a person who is not Franklin County or the State of Florida, an agency thereof, or any subdivision of the State of Florida or municipality.

3.5: "Property Owner" means the person who owns the fee simple title, life-estate or beneficial ownership to the private road or driveway to be maintained or repaired.

3.6: "Road" means any path or route intended for vehicular traffic, including swales and ditches.

3.7: "Unpaved Road" means any private road whose surface is improved with a natural unaltered material such as dirt, limestone, dolomite, aggregate materials or similar materials, and which excludes asphalt, concrete and paving stones.

Section Four: Program:

4.1: Private homeowners may apply/request participation in the Preventative Maintenance and Repair Program at the Franklin County Planning and Zoning Department, 34 Forbes Street, Apalachicola, Florida 32320. 850.653.9783.

4.2: All requests/applications shall include the following information:

- a. Name, address and phone number of the property Owner
- b. The date of the application or request
- c. A description of the maintenance or repair to be made. including a list of materials.
- d. The name of road subject to the request, if any.
- e. Photographs of the entire road taken within 30 days of the application.
- f. A hold harmless and release of Franklin County from liability and damages.
- g. The property owner shall acknowledge that they understand and agree that the county's maintenance/repair of the road/driveway does not now, and shall not in the future, vest in Franklin County any right, title or interest therein, and that such owner is solely responsible for all future maintenance and ownership of the road.
- h. In the case of private subdivisions, all requests for repairs/maintenance of roads within such subdivision shall be made by the homeowners association and signed by its President. In the event there is no homeowners association or the road has not been dedicated to the homeowners association, then all the owners within the subdivision (recorded or unrecorded subdivision) shall join in the application/request.
- i. Prior to Franklin County commencing work within a subdivision, the property owners shall place flags showing the boundary within which the County is to provide the repair or maintenance of the road.
- j. If state or federal permits are required for any work requested pursuant to this Program, then the applicant is solely responsible for obtaining such permits before Franklin County will commence.

4.3: Following receipt of the application/request, the Franklin County Engineer shall evaluate the request to determine whether the request meets all Program criteria, whether the materials requested are sufficient to perform the work requested, and to determine the cost of the request.

4.4.: The Engineer shall then notify the property owner of the findings of the review and the cost of the requested repair.

4.5: This Program is limited to the following activities:

- a. Pot hole repair.
- b. Roadside ditch or swale maintenance.
- c. Repair/maintenance of drainage outfall to stormwater treatment facilities.
- d. Storm sewer repair.
- e. Culvert repair or replacement.
- f. Franklin County shall not pave any private unpaved road

- h. Franklin County shall not re-pave any private paved road.
- i. Road grading.

4.6: All costs of the requested repair/maintenance shall be paid in full prior to the commencement of work. All payment shall be made payable to the Franklin County Board of County Commissioners. Cash payments shall not be allowed.

4.7: Franklin County shall not either mediate or negotiate between private property owners concerning participation in this Program.

4.8: The fees for participation in this program shall be based on the following:

- a. \$25.00 per hour for Equipment Operator I.
- b. \$30.00 per hour for Equipment Operator II.
- c. \$50.00 per 18 cubic yard of dirt from the county owned pit.
- d. Actual cost for aggregate materials, limerock, dolomite or similar earthen material.

4.8.1 Franklin County may by motion at any public meeting without notice change the fees charged by this ordinance.

4.9 : No repair or maintenance shall exceed \$1,000.00 for any single repair and/or maintenance request of a single homeowner per fiscal year or, alternatively, all such requests for repair or maintenance of a road within one neighborhood or subdivision shall not exceed \$5,000.00, per fiscal year (October 1 through September 30),

4.10: Approval and scheduling of all requests shall be contingent upon the availability of county resources, with Franklin County owned and maintained roads taking priority over private road/driveway requests.

4.11: Upon completion of the request, the private property owner shall be solely responsible for all future maintenance of the road/driveway or other work performed by Franklin County. Franklin County shall not in manner assume any responsibility for future maintenance.

5.0: Severability: If any part or portion of this ordinance shall be found to be unenforceable, then it shall be amended to remove the objectionable part or portion. If such part or portion thereof cannot be so amended, then it shall be stricken and the remainder shall remain in full force and affect.

6.0: Effective Date: This ordinance shall take effect in accordance with Florida law.

L.

Franklin County, a political subdivision
of the State of Florida

BY: _____
Ricky D. Jones, Its Chairman

Attest:

Michele Maxwell, Clerk

Dated: _____,
2021

Approved as to Form:

By: _____
Thomas M. Shuler, County Attorney

M.

File Attachments for Item:

M. The Franklin County Board of County Commissioners is seeking civil engineering services relating to the construction engineering and inspection (CEI) of the multi-use trail and bike path on the CR 370 Alligator Point Multi-Use Path Project. The scope of this project will include the construction of a 10' multi-use path from George Vause Road eastward for approximately 1 mile to Gulf Shore Boulevard on Alligator Point, FL as identified in the County's Local Agency Participation contract with the Florida Department of Transportation (FDOT). Consideration will be given to only those firms that are qualified pursuant to law and that have been prequalified by FDOT to perform the indicated types of work.

**FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS
REQUEST FOR PROPOSALS
FDOT FPID NO. 429854-2-68-01**

The Franklin County Board of County Commissioners is seeking civil engineering services relating to the construction engineering and inspection (CEI) of the multi-use trail and bike path on the CR 370 Alligator Point Multi-Use Path Project. The scope of this project will include the construction of a 10' multi-use path from George Vause Road eastward for approximately 1 mile to Gulf Shore Boulevard on Alligator Point, FL as identified in the County's Local Agency Participation contract with the Florida Department of Transportation (FDOT). Consideration will be given to only those firms that are qualified pursuant to law and that have been prequalified by FDOT to perform the indicated types of work.

Work Types: 10.1 – Roadway Construction Engineering Inspection
Response Deadline: Monday, May 17, 2021 at 4:30 P.M. EDT
Opening Date: Tuesday, May 18, 2021 at the County Commission meeting which begins at 9:00 A.M. EDT.

This project is federally funded with assistance from the FDOT and the Federal Highway Administration (FHWA). By submitting a letter of response, the Consultant certifies that they are in compliance with FDOT Procedure No. 375-030-006 (Restriction on Consultants Eligibility to Compete for Department Contracts) and that no principle is presently suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation on this transaction by any Federal Department or Agency.

Information regarding the proposal and the complete Request For Proposals package can be obtained from Cortni Bankston, Administrative Assistant, 850-653-9783 x-180 or cortnib@franklincountyflorida.com. In order to ensure a fair, competitive, and open process, once a project is advertised for proposals, all communications between interested firms and the County must be directed to Cortni Bankston, Administrative, 850-653-9783 x-180 or cortnib@franklincountyflorida.com.

If interested, qualified Consultants are required to submit the original and two (2) copies of the letter of response to the Franklin County Clerk's Office, 33 Market Street, Suite 203, Apalachicola, FL 32320 by the response deadline. All letters of response shall be sealed and marked on the outside of the envelope "RFQ #429854-2-68-01; CR 370 Alligator Point Multi-Use Path Project CEI Services".

N.

File Attachments for Item:

N. The Franklin County Board of County Commissioners is seeking civil engineering services relating to the construction engineering and inspection (CEI) for the widening and resurfacing improvements on County Road 30A from U.S. Highway 98 to Thirteen Mile Road. 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. Consideration will be given to only those firms that are qualified pursuant to law and that have been prequalified by FDOT to perform the indicated types of work.

**FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS
REQUEST FOR PROPOSALS
FDOT FPID NO. 440621-1-54-01**

The Franklin County Board of County Commissioners is seeking civil engineering services relating to the construction engineering and inspection (CEI) for the widening and resurfacing improvements on County Road 30A from U.S. Highway 98 to Thirteen Mile Road. 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. Consideration will be given to only those firms that are qualified pursuant to law and that have been prequalified by FDOT to perform the indicated types of work.

Work Types: 10.1 – Roadway Construction Engineering Inspection
Response Deadline: Monday, May 17, 2021 at 4:30 P.M. EDT
Opening Date: Tuesday, May 18, 2021 at The County Commission meeting which begins at 9:00 A.M. ET.

This project is federally funded with assistance from the FDOT. By submitting a letter of response, the Consultant certifies that they are in compliance with FDOT Procedure No. 375-030-006 (Restriction on Consultants Eligibility to Compete for Department Contracts) and that no principle is presently suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation on this transaction by any Federal Department or Agency.

Information regarding the proposal and the complete Request For Proposals package can be obtained from Cortni Bankston, Zoning Administrator, 850-653-9783 x-180 or cortnib@franklincountyflorida.com. In order to ensure a fair, competitive, and open process, once a project is advertised for proposals, all communications between interested firms and the County must be directed to Cortni Bankston, Zoning Administrator, 850653-9783 x-180 or cortnib@franklincountyflorida.com.

If interested, qualified Consultants are required to submit the original and two (2) copies of the letter of response to the Franklin County Clerk's Office, 33 Market Street, Suite 203, Apalachicola, FL 32320 by the response deadline. All letters of response shall be sealed and marked on the outside of the envelope "**RFQ #440621-1-54-01; CR 30A Widening and Resurfacing CEI Services**".

File Attachments for Item:

O. Action Items

1. Accept rankings of firms for RESTORE Projects and authorization to negotiate

On Wednesday, May 5th the evaluation committee met and ranked the firms who responded to the RFQs for the County Wide Dune Restoration Project and the St. George Island Storm Water Improvements Project. Upon tabulation of the attached rankings, MRD & Associates was the highest ranked firm for the County Wide Dune Restoration Project and Dewberry and Associates was the highest ranked firm for the St. George Island Storm Water Improvements Project. On May 12th, the county finally received the formal grant award from treasury for the two design grants. As the grants are now approved, county staff can now proceed with negotiations and contract award with the two highest ranked firms.

To avoid confusion with the goal of the projects during the contract negotiations, Alan wants the Board to be aware of what kind of construction budget he thinks is realistic for \$100K worth of design. For both projects, it was Alan's intention that the design projects not only provide recommendations for solutions for each project, but also construction plans and permit applications, where applicable. Due to the significant time delay between application and approval of projects by treasury, Alan wants the design projects to be complete so that the Board and the community can move to construction as quickly as possible.

Dune Restoration- this project covers about 16 miles of beaches. Because of the variability in existing dune and beach profiles around the county, there will mostly likely be multi-pronged design recommendations. The estimated construction budget for dune restoration is \$1 million to \$1.5 million. Alan wants to make sure the Board understands that this is a dune restoration project. In areas where there are no existing dunes or existing beach, like the area in front of the section of Alligator Drive that the county is currently rebuilding, this dune restoration project will not work and those areas are not covered by this project. There must be adequate existing beach present in order to build dunes on a \$1 million dollar budget. The design consultant will evaluate the beaches and make recommendations on appropriate solutions for different scenarios.

St. George Island Storm Water- this project covers the entire business district, which is about 30 acres. There are a few isolated drainage pipes in the district leading to the retention ponds on Franklin Blvd, but those ponds are at capacity and probably treat less than 1/3 of the storm water accumulating in the district. The untreated storm water currently stays on the road surfaces causing failure of asphalt and base as there is no storm water conveyance system except for those leading to the Franklin ponds. The storm water project will analyze the entire district and then prioritize the areas that need improvements first. Alan still wants this design project to result in construction plans that will solve at least some of the storm water problems. The complexity of the solutions will determine how much construction will occur. Alan is estimating a construction budget of \$3 million to \$3.5 million.

There is currently \$9.9 million at Treasury for Franklin County. The design and construction of these 2 projects would use about \$5 million of the current funds. Next April another \$1.2 million will be put into the Treasury in accordance to the settlement worked out by the federal government and BP. Over 15 years, the Board will receive some \$22 million of RESTORE funds, so as the funds

come in the Board can continue to develop projects. Treasury will not approve projects in excess of the funds available so the Board will need to work within the funds available.

Alan has talked to the Board in the past about a beach restoration project that would build about one mile of beach in front of the Alligator Drive washout. The total budget for this project has been estimated by Mike Dombrowski of MRD and Associates at \$10 million, with \$5 million of RESTORE funds matched by \$5 million of FDEP funds. Franklin County has requested \$200,000 from FDEP this year to finish the design of the beach project. The county has not been notified whether those funds were allocated by the Legislature. If granted it could be possible that in 2023, or 2024, the county would be in the position to request \$5 million from FDEP for construction of the beach, which in turn would mean the Board would need \$5 million of RESTORE as a match. Of course, the issue of who pays for the maintenance of the beach will still need to be resolved before the county could commit to building a beach.

Board action to accept the rankings of the evaluation committee and to authorize staff to negotiate with the two highest ranked firms for the two RESTORE design grants.

2. Gulf Council Letter for Dredging Projects

Alan has been working with the Consortium to resolve issues raised by the Gulf Council concerning our dredging projects. Please find attached the questions from the Gulf Council, and the joint response from Alan and the Corps. After the Gulf Council reviewed the response, they then asked for a letter on county letterhead confirming the county will be responsible for any non-federal cost over-runs above \$5 million dollars. Alan has drafted a letter and it is also attached. The Board needs to approve this letter, or some form of it, and have Alan send it to the Gulf Council.

Just for information, Alan had a teleconference call last week with Mr. John Collins, AVCON, and the Corps of Engineers regarding the status of the FDEP permit for the Two Mile Channel. The Corps believes that FDEP will find the Corps application to be complete by the end of May, and then FDEP will have a statutorily limited time to review and issue the permit. Just like the Eastpoint Channel, the Corps says the dredging of Two Mile will take place in the fall.

Board action to approve the draft letter in regards to cost over-runs for the dredging projects and send to the Gulf Coast Consortium as written or with modifications.

3. Grant Resolutions Florida Historic Preservation Grants

Requesting adoption of the attached two resolutions supporting the grant applications for the Florida Historic Preservation Grant Program for the Carrabelle Beach Wayside Park Restoration Project and the Buddy Ward Maritime Museum Project. The applications are due on June 1st and documented community support is needed for the two projects

Board action to adopt the two resolutions supporting the Florida Historic Preservation Grant Program applications.

4. Rolling Dump Truck Lease – Road Department

It is time to renew the rolling dump truck lease-purchase agreement for the Franklin County Road Department. Eight surrounding rural counties participated in this same program previously through Capital Truck of Tallahassee including Liberty, Madison, Suwanee, Taylor, Holmes and Calhoun. Unfortunately, this past year, Capital Truck of Tallahassee filed Chapter 11 Bankruptcy.

o.

The Mack dealership is now owned by Nextran and Nextran does not offer the same arrangement in place by Capital City as they are unable to guarantee the buyback price of the trucks. The buyback will occur at market pricing at the time of disposal. The 2021 cost of a new heavy-duty dump truck is \$154,697 per truck. The new structure will have the county owning the trucks for up to twenty-six months with making the first lease payment of \$15,000 per truck as in the previous agreement with the second year payment increasing to \$17,500 per truck. Before the third payment, the trucks will be returned to Nextran and replaced with two new model year dump trucks. This program allows the road department to have reliable dump trucks, covered by an added extended warranty with little maintenance expense year after year. This is the fourth renewal of the rolling lease program with some changes to the previous structure with new vendor Nextran.

Board action to approve the attached resolution and authorization for the Chairman to sign the six year lease purchase agreement with Leasing 2 to finance the purchase of two new dump trucks in the amount of \$319,245.72 from Nextran of Tallahassee and the trade-in of the 2020 trucks, county property tag numbers A005451 and A005452 subject to review and approval of the agreement by County Attorney Michael Shuler.

RESOLUTION

FRANKLIN COUNTY, FLORIDA

BOARD OF COUNTY COMMISSIONERS

WHEREAS, the governing body of Lessee has determined that a true and very real need exists for the acquisition of the equipment described in the lease-purchase agreement presented at this meeting; and has further determined that the equipment will be used solely for essential governmental funds and not for private business use.

WHEREAS, the governing body of lessee has taken the necessary steps, including any legal bidding requirements, under applicable law to arrange for the acquisition of such equipment.

NOW, THEREFORE, BE IT RESOLVED, by the governing body of the Franklin County Board of County Commissioners that the terms of said lease-purchase agreement and escrow agreement are in the best interest of the lessee for the acquisition of such equipment, and the governing body of lessee designates and confirms the following persons to execute and deliver, and to witness (or attest), respectively, Leasing 2, Inc. lease-purchase agreement and escrow agreement, if applicable, and any related documents necessary to the consummation of the transactions contemplated by the lease-purchase agreement and escrow agreement.

THIS RESOLUTION ADOPTED by the Franklin County Board of County Commissioners this 18th day of May 2021.

BY: _____
Ricky D. Jones, Chairman
Board of County Commissioners

ATTEST:

Michele Maxwell, Clerk

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

May 18, 2021

Ms. Valerie Seidel, General Manager
Gulf Coast Consortium

Dear Ms. Seidel:

The Franklin County Board of County Commissioners voted in an open meeting today to send this letter acknowledging the County will be responsible for any non-federal costs above the \$5M approved by Gulf Council for the two dredging projects which have been submitted to the Council.

The Board wants the Consortium and the Gulf Council to realize these dredging projects represent critical and necessary improvements to water access in a county dominated by water. The Board will take whatever steps appropriate to see these projects to their completion.

If there are any questions about the County's commitment to these projects, please feel free to contact me, or Michael Moron, County Coordinator, at Michael@franklincountyflorida.com.

Sincerely,

Ricky Jones, Chairman
Franklin County
Board of County Commissioners

FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS
 REQUEST FOR QUALIFICATIONS
 PROFESSIONAL CONSULTANT SERVICES FOR
 PLANNING AND DESIGN - ST. GEORGE ISLAND STORM WATER DRAINAGE IMPROVEMENTS
 EVALUATION COMMITTEE - AGGREGATE SCORE TABULATION SHEET

RESPONDENTS					
Selection Committee Member Name	PROPOSAL 1	PROPOSAL 2	PROPOSAL 3	PROPOSAL 4	PROPOSAL 5
MAAUC CURRANTON	100	98	97	95	
Alex Pineda	98	78	87	88	
Terri Guffatti	97	94	85	96	
TOTAL	295	270	269	279	

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Certified By: Michael A. [Signature]
 Date: 5/6/21

FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS
 REQUEST FOR QUALIFICATIONS
 PROFESSIONAL CONSULTANT SERVICES FOR THE COMPLETION OF A
 COUNTY-WIDE DUNE RESTORATION STUDY
 EVALUATION COMMITTEE - AGGREGATE SCORE TABULATION SHEET

Selection Committee Member Name	RESPONDENTS				
	PROPOSAL 1	PROPOSAL 2	PROPOSAL 3	PROPOSAL 4	PROPOSAL 5
	WSP	MRO			
MARK CURBENTON	85	100			
ERIN GAFFNEY	94	97			
ALAN PIERCE	85	98			
TOTAL	264	295			

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Certified By: Michael A. I.
 Date: 5/6/21

RESOLUTION

FRANKLIN COUNTY, FLORIDA

BOARD OF COUNTY COMMISSIONERS

WHEREAS, the Buddy Ward Maritime Museum will be enjoyed by visitors and residents of Franklin County, and

WHEREAS, the marine heritage and cultural displays will highlight the rich history of Apalachicola Bay and the fishing industry and

WHEREAS, the grant funds requested will assist in the development, production and acquisition of the necessary materials to furnish and equip the museum and

WHEREAS, the museum exhibits will preserve the maritime history of Franklin County and

NOW, THEREFORE, BE IT RESOLVED BY THE FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS that the Board fully supports the grant application to the Florida Department of State, Historic Preservation Grants Program for the Buddy Ward Maritime Museum Project.

This resolution adopted by the Franklin County Board of County Commissioners this 18th day of May 2021.

BY: _____
Ricky D. Jones, Chairman
Board of County Commissioners

ATTEST:

Michele Maxwell, Clerk

RESOLUTION

FRANKLIN COUNTY, FLORIDA

BOARD OF COUNTY COMMISSIONERS

WHEREAS, a the Carrabelle Beach Wayside Park has been enjoyed by visitors and residents of Franklin County, and

WHEREAS, the restrooms and the fourteen picnic pavilions were constructed by the Florida Department of Transportation and opened to the public in 1971. The restrooms and pavilions have remained relatively unchanged and unaltered over the last fifty years, and

WHEREAS, the concrete and roof structures on the pavilions and bathrooms have begun to deteriorate as salt air has corroded the metal rebar within the structures and

WHEREAS, this beach park is heavily used and represents the lost style and feel of a bygone era, and

NOW, THEREFORE, BE IT RESOLVED BY THE FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS that the Board fully supports the grant application to the Florida Department of State, Historic Preservation Grants Program to preserve and restore Carrabelle Beach Wayside Park.

This resolution adopted by the Franklin County Board of County Commissioners this 18th day of May 2021.

BY: _____
Ricky D. Jones, Chairman
Board of County Commissioners

ATTEST:

Michele Maxwell, Clerk



GULF PARK OPEN — Carrabelle's new \$245,659 wayside park on U.S. Highway 98 West has been officially opened to travelers and Big Bend Residents looking for Gulf front picnicing. T.B. Webb Jr. director of administration for the state depart-

ment of transportation, opened this second super wayside park in Northwest Florida. The other park is a few miles east of Destin on Silver Beach. (Democrat Photo by Ralph Kendricks)



May 14, 2021

Sent via Email: erin@franklincountyflorida.com

Erin Griffith
Assistan Finance Director
Franklin County Board of County Commissioners

Re: Financing for (2) Mack GR64B Dump Trucks

Thank you for trusting Leasing 2 with your financing needs. Attached to this email are the required documents for execution, and their instructions are below.

PLEASE READ: Carefully follow the instructions below, checking off each item as completed. Documentation completed improperly will have to be redone and possibly delay funding. If you have any questions, please call us at (800) 287-5155.

ALSO:

- ✓ Please execute documents in BLUE ink.
- ✓ As these are legal documents, we cannot accept double-sided printouts.

-
- Lease Purchase Agreement**
 - Signed and dated by Lessee's authorized signatory.
 - Exhibit A – Resolution of Governing Body Extract of Minutes**
 - Enter the date your resolution was adopted.
 - Signed by Lessee's authorized signatory.
 - Signed and dated by Secretary/Clerk or other authorized board member of Lessee at bottom of page.
 - Exhibit B – Opinion of Lessee's Counsel**
 - Printed on attorney's letterhead and signed by attorney. Original signature required.
 - Exhibit C – Certificate as to Arbitrage**
 - Enter the date by which the equipment is expected to be fully acquired in Item 4.
 - Signed and dated by Lessee's authorized signatory.
 - Exhibit D – Description of Equipment**
 - Signed and dated by Lessee's authorized signatory.
 - Exhibit E – Payment Schedule**
 - Signed and dated by Lessee's authorized signatory.
 - Exhibit F – Acceptance Certificate**
 - Please **DO NOT CHECK ANY BOXES** – this will be completed at closing and you will receive a fully executed Agreement post-closing.
 - Signed by Lessee's authorized signatory.
 - Exhibit G – Essential Use/Source of Funds Letter**
 - Enter a description of how the equipment will be used and the services it will provide.
 - Signed and dated by Lessee's authorized signatory.
 - Exhibit H – Designation of Bank Qualification**
 - Signed and dated by Lessee's authorized signatory.

- Exhibit I – Notice and Acknowledgement of Assignment**
 - Signed and dated by Lessee's authorized signatory.
- Insurance Coverage Requirement**
 - Enter the name, address & phone number of your insurance agent.
 - If self-insured, check Item 2 and provide information regarding the nature of your self-insurance program along with the amounts of liability and physical damage coverage listed on a certificate.
- Billing Information**
 - Enter all of the requested information.
- Customer Identification Program Organized Entity**
 - Enter all of the requested information.
 - Signed by Lessee's authorized signatory.
- Escrow Agreement**
 - Signed by Lessee's authorized signatory.
- ✓ **POST FUNDING REQUIREMENT**
- IRS Form 8038-G (Form 8038-GC if the issue price is under \$100,000)**
 - We will email you this form for signature after the lease is funded.
- Escrow Disbursements**
 - Disbursement documents authorizing release of vendor payments upon equipment acceptance will need to be signed.

ALL DOCUMENTATION SHOULD BE EMAILED OR FAXED FOR REVIEW PRIOR TO OVERNIGHTING.

PLEASE RETURN ALL DOCUMENTS BY: MAY 25, 2021

Email/fax to:
 Donna Womack
dwomack@leasing2.com
 Fax: (813) 258-9333
 Phone: (813) 258-9888, Ext. 14

Overnight to:
 Leasing 2, Inc.
 1720 W. Cass St.
 Tampa, FL 33606
 (813) 258-9888

Alternate contact:
 Rick Carney
rcarney@leasing2.com
 Fax: (813) 258-9333
 Phone: (813) 258-9888, Ext. 16

Thank you for your business.

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LEASE-PURCHASE AGREEMENT

LESSEE:
Franklin County Board of County Commissioners
33 Market Street, Suite 203
Apalachicola, FL 32320

LESSOR:
Leasing 2, Inc.
1720 West Cass Street
Tampa, FL 33606-1230

Dated as of May 25, 2021

This Lease-Purchase Agreement (the "Agreement") dated as of May 25, 2021 by and between Leasing 2, Inc. ("Lessor"), and Franklin County Board of County Commissioners ("Lessee"), a body corporate and politic duly organized and existing under the laws of the State of Florida ("State").

WITNESSETH:

WHEREAS, Lessor desires to lease the Equipment, as hereinafter defined, to Lessee, and Lessee desires to lease the Equipment from Lessor, subject to the terms and conditions of and for the purposes set forth in this Agreement; and

WHEREAS, Lessee is authorized under the Constitution and laws of the State to enter into this Agreement for the purposes set forth herein;

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.01. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Lease-Purchase Agreement, including the Exhibits attached hereto, as the same may be supplemented or amended from time to time in accordance with the terms hereof.

"Commencement Date" is the date when the term of this Agreement begins and Lessee's obligation to pay rent accrues, which shall be the commencement date shown on the Exhibit E Payment Schedule.

"Equipment" means the property described in Exhibit D and which is the subject of this Agreement.

"Lease Term" means the Original Term and all Renewal Terms provided for in this Agreement under Section 4.01.

"Lessee" means the entity which is described in the first paragraph of this Agreement and which is leasing the Equipment from Lessor under the provisions of this Agreement.

"Lessor" means (i) Leasing 2, Inc., acting as Lessor hereunder; (ii) any surviving resulting or transferee corporation; and (iii) except where the context requires otherwise, any assignee(s) of Lessor.

"Original Term" means the period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date.

"Purchase Price" means the amount indicated with respect to any date after payment of all Rental Payments (defined below) due through such date, all as set forth in Exhibit E hereto, or Supplemental Exhibit E hereto, as the case may be.

"Renewal Terms" means the renewal terms of this Agreement as provided for in Article IV of this Agreement, each having a duration of one year and a term co-extensive with the Lessee's fiscal year, except the last of such automatic renewal terms which shall end on the due date of the last Rental Payment set forth in Exhibit E to this Agreement.

"Rental Payments" means the basic rental payments payable by Lessee pursuant to the provisions of this Agreement during the Lease Term, payable in consideration of the right of Lessee to use the Equipment during the then current portion of the Lease Term. Rental Payments shall be payable by Lessee to the Lessor or its assignee in the amounts and at the times during the Lease Term, as set forth in Exhibit E of this Agreement.

"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessee has purchased or is purchasing the Equipment.

ARTICLE II COVENANTS OF LESSEE

Section 2.01 Lessee represents, covenants and warrants, for the benefit of Lessor and its assignees, as follows:

(a) Lessee is a public body, corporate and politic, duly organized and existing under the Constitution and laws of the State.

(b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body, corporate and politic.

(c) Lessee is authorized under the Constitution and laws of the State to enter into this Agreement and the transaction contemplated hereby, and to perform all of its obligations hereunder.

(d) Lessee has been duly authorized to execute and deliver this Agreement under the terms and provisions of the resolution of its governing body, attached hereto as Exhibit A, or by other appropriate official approval, and further represents, covenants and warrants that all requirements have been met, and procedures have occurred in order to ensure the enforceability of this Agreement, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder. Lessee shall cause to be executed and delivered to Lessor an opinion of its counsel substantially in the form attached hereto as Exhibit B.

(e) During the term of this Agreement, the Equipment will be used by Lessee only for the purpose of performing one or more essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than the Lessee.

(f) During the period this Agreement is in force, Lessee will annually provide Lessor with such current financial statements, budgets, proof of appropriation for ensuing fiscal year or such other financial information relating to the decision of Lessee to continue this Agreement as may be reasonably requested by Lessor or its assignee.

(g) The Equipment will have a useful life in the hands of the Lessee that is substantially in excess of the Original Term and all Renewal Terms.

(h) The Equipment is, and during the period this Agreement is in force will remain, personal property and when subjected to use by the Lessee under this Agreement, will not be or become fixtures.

(i) Lessee shall not voluntarily or involuntarily create, incur, assume or suffer to exist any lien, security interest or other encumbrance or attachment of any kind whatsoever on, affecting or with respect to the Equipment.

(j) Lessee shall not give up possession or control of the Equipment.

(k) Lessee shall not change the location of the Equipment without giving prior written notice to the Lessor and provided that Lessee shall obtain and deliver to Lessor any landlord waivers reasonably requested by Lessor so as to protect Lessor's right, title and interest in and to the Equipment and Lessor's ability to exercise its remedies with regard to the Equipment. The Equipment shall not be used outside of the United States without Lessor's prior written consent.

(l) Lessee shall not alter or modify the Equipment in any manner which would reduce the value or the marketability thereof.

(m) Lessee will take no action that will cause the interest portion of any Rental Payment to become includable in gross income of the recipient for purposes of federal income taxation under the Code, and Lessee will take, and will cause its officers, employees and agents to take, all affirmative action legally within its power to prevent such interest from being includable in gross income for purposes of federal income taxation under Section 103(a) of the United States Internal Revenue Code of 1986 as amended (the "Code"). Lessee represents and warrants that the Lease is to be treated as an obligation of a political subdivision of a state within the meaning of Section 103(c)(1) of the Code.

(n) Lessee is and shall remain in compliance with all laws, rules, regulations and orders applicable to Lessee, including U.S. economic and trade sanctions, and anti-corruption, anti-bribery, anti-money laundering and anti-terrorism laws.

ARTICLE III LEASE OF EQUIPMENT

Section 3.01 Lessor hereby demises, leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Equipment, in accordance with the provisions of this Agreement, to have and to hold for the Lease Term.

ARTICLE IV LEASE TERM

Section 4.01. Commencement of Lease Term. The Original Term of this Agreement shall commence on the Commencement Date and shall terminate on the last day of Lessee's fiscal year then in effect. Lessee may renew this Agreement beyond the expiration of the Original Term, or beyond the expiration of any Renewal Term then in effect, up to the number of additional fiscal years provided in Exhibit E of this Agreement by appropriating sufficient funds to make scheduled Rental Payments for the ensuing fiscal year (each a "Renewal Term"). Terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in Exhibit E of this Agreement.

Section 4.02. Termination of Lease Term. The Lease Term will terminate upon the earliest of any of the following events:

(a) The expiration of the Original Term or any Renewal Term of this Agreement and the non-renewal of this Agreement in the event of non-appropriation of funds pursuant to Section 6.07;

(b) The exercise by Lessee of the option to purchase the Equipment before expiration of this Agreement granted under the provisions of Articles IX or XI of this Agreement;

(c) A default by Lessee and Lessor's election to terminate this Agreement under Article XIII; or

(d) Payment by Lessee of all Rental Payments authorized or required to be paid by Lessee hereunder through the full lease term.

Section 4.03. Return of Equipment on Termination. Upon expiration or earlier termination of the Original Term or any Renewal Term under any provision of this Agreement at a time when Lessee does not exercise its option to purchase the Equipment granted under the provisions of Articles IX or XI of this Agreement, Lessee hereby agrees to deliver the Equipment to Lessor packaged or otherwise prepared in a manner suitable for shipment by truck or rail common carrier to a location specified by Lessor. All expenses resulting from the return of Equipment on termination will be borne by Lessee.

ARTICLE V ENJOYMENT OF EQUIPMENT

Section 5.01. Provided that no default or event of default shall have occurred hereunder, Lessor hereby covenants that during the Lease Term Lessor will not interfere with Lessee's quiet use and enjoyment of the Equipment.

Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

ARTICLE VI RENTAL PAYMENTS

Section 6.01. Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee.

Section 6.02. Payment of Rental Payments. During the Original Term and during each Renewal Term elected by Lessee, Lessee shall pay Rental Payments, exclusively from any and all legally available funds, in lawful money of the United States of America, exclusively to Lessor or, in the event of assignment by Lessor, to its assignee, in the amounts and on the dates set forth in Exhibit E hereto. Rental Payments shall be in consideration for Lessee's use of the Equipment during the applicable year in which such payments are due. The Rental Payment amounts set forth in Exhibit E are based on the Equipment Cost to be paid by Lessor being the amount set forth in Exhibit E. Lessor shall have no obligation to pay or disburse any amount greater than the amount set forth as the Equipment Cost. Lessee shall not amend any purchase contract, purchase order, or any other agreement that would have the effect of increasing the cost of the Equipment above set forth in Exhibit E as the Equipment Cost without the prior written consent of Lessor. In the event that the actual cost of the Equipment is greater than the amount set forth in Exhibit E, Lessee shall be solely responsible for and hereby agrees to promptly pay such excess to the vendor (s), provided that Lessee may request that Lessor finance such excess, which Lessor may, in its sole discretion elect to do or decline to do. Lessee shall indemnify and hold Lessor harmless from and against any loss, damages, costs and expenses resulting from or relating to any increase in the Equipment Cost. If Lessor, in its sole discretion, elects to finance such excess the amount of each installment of rent will be increased to provide the same yield to Lessor as would have been obtained if the actual cost had been the same as the stated Equipment Cost. In such event, Lessee shall at the request of Lessor execute and deliver an amendment reflecting the increase in the Equipment Cost and the Rental Payments.

Section 6.03. Interest and Principal Components. A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of principal. Exhibit E hereto sets forth the interest component and the principal component of each Rental Payment during the Lease Term.

Section 6.04. Additional Interest in the Event the Interest is Taxable. Lessee acknowledges that Lessor's yield with respect to this Agreement is dependent upon the full amount of each Rental Payment being excluded from Lessor's income pursuant to the Code. Accordingly, if at any time, as a result of a determination that Lessee has breached a representation or covenant contained herein, or as a result of any change in the Code, any payment of either the interest component or the principal component of any Rental Payment is, in the opinion of counsel for the Lessor, subject to or affected by any income, preference, excess profits, minimum or other federal tax, Lessee shall pay, as additional interest, an amount which is necessary to provide to Lessor the same net income as Lessor would have received but for such event. Lessor's calculations of such additional interest shall be binding upon Lessee in the absence of manifest error.

Section 6.05. Rental Payments to be Unconditional. During the Original Term and during each Renewal Term elected by Lessee, the obligations of Lessee to make payment of the Rental Payments required under this Article VI and other sections hereof and to perform and observe the covenants and agreements contained herein shall be absolute and unconditional in all events, except as expressly provided under this Agreement. Notwithstanding any dispute between Lessee and Lessor, any Vendor or any other person, Lessee agrees to pay all Rental Payments when due and shall not withhold any Rental Payments pending final resolution of such dispute, nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such payments when required under this Agreement. Lessee's obligation to make Rental Payments during the Original Term or the then current Renewal Term elected by Lessee shall not be abated through accident or unforeseen circumstances.

Section 6.06. Continuation of Lease Term by Lessee. Lessee intends, subject to the provisions of Section 6.07, to continue the Lease Term through the Original Term and all the Renewal Terms hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Original Term and each of the Renewal Terms can be obtained. The officer of Lessee responsible for budget preparation shall do all things lawfully within his/her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such payments to the extent necessary in each annual budget submitted and adopted in accordance with applicable provisions of State law, to have such portion of the budget approved, and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds is within the discretion of Lessee's governing body.

Section 6.07. Termination by Nonappropriation. In the event Lessee does not appropriate sufficient funds for the payment of the Rental Payments scheduled to be paid in the next occurring Renewal Term, then Lessee may terminate this Agreement at the end of the then current Original Term or Renewal Term, and Lessee shall not be obligated to make payment of the Rental Payments provided for in this Agreement beyond the end of the then current Original or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 90 days prior to the end of the then current Original or Renewal Term.

Section 6.08. Late Charges. If any Rental Payment is not paid in full to Lessor within fifteen (15) days after the payment first became due and payable, Lessee shall immediately pay to Lessor an additional one time late charge equal to five (5%) percent or, if less the maximum rate permitted by law, of each such amount past due along with the Rental Payment. If any Rental Payment remains unpaid beyond 45 days after it first became due and payable, or if Lessor has elected to exercise any remedies following an event or default, interest shall accrue on past due amounts at the rate of 1% per month or the highest rate allowed by law, whichever is less. Partial payments by Lessee shall be applied first to the accrued interest component of past due Rental Payments and the balance to the remaining principal component of past due Rental Payments.

Section 6.09. Prepayment. Lessee shall have the right to prepay principal components of Rental Payments in whole on any date set forth in Exhibit E by paying the then applicable Purchase Price set forth in Exhibit E on such date.

ARTICLE VII TITLE TO EQUIPMENT

Section 7.01. Title to the Equipment. During the term of this Agreement, title to the Equipment and any and all additions, repairs, replacements or modifications shall vest in Lessee, subject to the rights of Lessor under this Agreement. In the event of default as set forth in Section 13.01 or nonappropriation as set forth in Section 6.07, Lessee agrees to surrender possession of the Equipment to Lessor. Lessee and Lessor intend for federal income tax purposes under the Internal Revenue Code of 1986, as amended, that this Agreement constitutes a financing lease or an installment sale contract rather than a true lease.

ARTICLE VIII MAINTENANCE; MODIFICATION; TAXES; INSURANCE AND OTHER CHARGES

Section 8.01. Maintenance of Equipment by Lessee. Lessee agrees that at all times during the Lease Term Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and that Lessee will from time to time make or cause to be made all necessary and proper repairs, replacements and renewals. Lessor shall have no responsibility in any of these matters, or for the making of improvements or additions to the Equipment.

Section 8.02. Taxes, Other Governmental Charges and Utility Charges. In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes of Lessor), Lessee will pay during the Lease Term, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment and any equipment or other property acquired by Lessee in substitution for, as a renewal or replacement of, or a modification, improvement or addition to the Equipment, as well as all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment; provided that, with respect to any governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as have accrued during the time this Agreement is in effect.

Section 8.03. Provisions Regarding Insurance. At its own expense, Lessee shall cause casualty, public liability and property damage insurance to be carried and maintained, or shall demonstrate to the satisfaction of Lessor that adequate self-insurance is provided with respect to the Equipment, sufficient to protect the Full Insurable Value (as that term is hereinafter defined) of the Equipment, and to protect Lessor from liability in all events. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies which cover not only the Equipment but other properties. If Lessee insures similar properties by self-insurance and upon approval by Lessor, Lessee may insure the Equipment by means of an adequate insurance fund.

The term "Full Insurable Value" as used herein shall mean the full replacement value of the Equipment.

Any insurance policy pursuant to this Section 8.03 shall be so written or endorsed as to make losses, if any, payable to Lessee and Lessor as their respective interests may appear. The Net Proceeds (as defined in Section 9.01) of the insurance required in this Section 8.03 shall be applied as provided in Article IX hereof. Each insurance policy provided for in this Section 8.03 shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially and adversely to the interest of Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such cancellation.

Section 8.04. Advances. In the event Lessee shall fail to perform any of its obligations hereunder Lessor may (but shall be under no obligation to) take such action as may be necessary to cure such failure, including, without limitation, the advancement of money; and all amounts so advanced by Lessor shall become additional rent for the then current Original Term or Renewal Term, which amounts, together with interest thereon at the rate of 12% per annum, or if less the maximum rate permitted by law, Lessee agrees to pay.

ARTICLE IX DAMAGE, DESTRUCTION AND CONDEMNATION: USE OF NET PROCEEDS

Section 9.01. Damage, Destruction and Condemnation. If prior to the termination of the Lease Term (a) the Equipment or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty or (b) title to, or the temporary use of the Equipment or any part thereof or the estate of Lessee or Lessor in the Equipment or any part thereof shall be taken under the exercise of the power eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

For purposes of Section 8.03 and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorney's fees) incurred in the collection of such claims or award.

Section 9.02. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 9.01 hereof, Lessee shall either (a) complete the work and pay any cost in excess of the amount of Net Proceeds, and Lessee agrees that if by reason of any such insufficiency of the Net Proceeds, Lessee shall make any payments pursuant to the provisions of this Section 9.02, Lessee shall not be entitled to any reimbursement therefrom from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article VI hereof or (b) if Lessee is not in default hereunder, Lessee shall pay to Lessor the amount of the then applicable Purchase Price, and, upon such payment, the Lease Term shall terminate and Lessor's interest in the Equipment shall terminate as provided in Article XI of this Agreement. The amount of the Net Proceeds in excess of the then applicable Purchase Price, if any, may be retained by Lessee.

ARTICLE X DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES; USE OF EQUIPMENT

Section 10.01. Disclaimer of Warranties. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY WITH RESPECT THERETO. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement or the existence, furnishing, functioning or Lessee's use of any item of Equipment.

Section 10.02. Vendor's Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights, including warranties of the Equipment, if any which Lessor may have against the Vendor of the Equipment. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Equipment, and not against the Lessor, nor shall such matter have any effect whatsoever on the rights of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representation or warranties whatsoever as to the existence or availability of such warranties of the Vendor of the Equipment.

Section 10.03. Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all laws of the jurisdictions in which its operations involving any item of Equipment may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Equipment; provided, however, that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the reasonable opinion of the Lessor, adversely affect the estate of Lessor in and to any of the items of the Equipment or its interest or rights under this Agreement.

ARTICLE XI OPTION TO PURCHASE

Section 11.01. At the request of Lessee, Lessor's interest in the Equipment and additional Rental Payments will be terminated and this Agreement shall terminate:

- (a) At the end of the final Renewal Term, upon payment by Lessee of all Rental Payments scheduled as set forth in Exhibit E to this Agreement; or
- (b) if the Lease Term is terminated pursuant to Article IX of this Agreement, in the event of total damage, destruction or condemnation of the Equipment; or
- (c) any time when Lessee is not on such date in default under this Agreement, upon payment by Lessee of the then applicable Purchase Price to Lessor.

Upon the occurrence of any of such events, Lessor shall, if requested by Lessee, deliver a Bill of Sale of its remaining interest in the Equipment to Lessee "AS IS - WHERE IS" without additional cost or payment by Lessee.

ARTICLE XII ASSIGNMENT, SUBLEASING, INDEMNIFICATION MORTGAGING AND SELLING

Section 12.01. Assignment by Lessor. This Agreement, and the rights of Lessor hereunder, may be assigned and reassigned in whole or in part to one or more assignees and subassignees by Lessor at any time subsequent to its execution, without the necessity of obtaining the consent of Lessee; provided, however, that no such assignment or reassignment shall be effective unless and until (i) Lessee shall have received notice of the assignment or reassignment disclosing the name and address of the assignee or subassignee, and (ii) in the event that such assignment is made to a bank or trust company as trustee for holders of certificates representing interests in this Agreement, such bank or trust company agrees to maintain, or cause to be maintained, a book-entry system by which a record of names and addresses of such holders as of any particular time is kept and agrees, upon request of the Lessee, to furnish such information to Lessee. Upon receipt of notice of assignment, Lessee agrees to keep a written record thereof, and to make all payments to the assignee designated in the notice of assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Agreement or otherwise) that Lessee may from time to time have against Lessor, or the assignee. Lessee agrees to execute all documents which may be reasonably requested by Lessor or its assignee to protect their interests in this Agreement.

Section 12.02. No Sale, Assignment or Subleasing by Lessee. This Agreement and the interest of Lessee in the Equipment may not be sold, assigned or encumbered by Lessee without the prior written consent of Lessor.

Section 12.03. Lessee Negligence. To the extent permitted by the laws and Constitution of the State, Lessee shall protect and hold harmless Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest arising out of or as the result of the entering into this Agreement, the ownership of any item of the Equipment, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death of any person, to the extent that such liability, obligation, loss, claim or damage arises out of or is proximately caused by the negligent conduct of Lessee, its officers, employees or agents. The obligation of Lessee arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all other obligations under this Agreement or the termination of the Lease Term for any reason.

ARTICLE XIII EVENTS OF DEFAULT AND REMEDIES

Section 13.01. Events of Default Defined. The following shall be "events of default" under this Agreement and the terms "event of default" and "default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

- (a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein; and
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Section 13.01 (a), for a period of 30 days after written notice, specifying such failure and requesting that it be remedied as given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to the expiration, provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.
- (c) The filing by Lessee of a voluntary petition in bankruptcy, or failure by Lessee promptly to lift any execution, garnishment, or attachment of such consequence as would impair the ability of Lessee to carry on its governmental function or adjudication of Lessee as a bankrupt or assignment by Lessee for the benefit of creditors, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Lessee in any proceedings instituted under the provisions of the Federal Bankruptcy Statute, as amended, or under any similar acts which may hereafter be enacted.

The foregoing provisions of this Section 13.01 are subject to (i) the provisions of Section 6.07 hereof with respect to nonappropriation; and (ii) if by reason of force majeure Lessee is unable in whole or in part to carry out its agreement on its part herein contained, other than the obligations on the part of Lessee contained in Article VI hereof, Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other employee relations disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or the state wherein Lessee is located or any of their departments, agencies or officials, or any civil or military authority, insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; or explosions.

Section 13.02. Remedies on Default. Whenever any event of default referred to in Section 13.01 hereof shall have happened and be continuing, Lessee agrees to return the equipment to Lessor and Lessor shall have the right at its sole option without any further demand or notice, to take either one or both of the following remedial steps:

- (a) Accept surrender from Lessee of the equipment for sale or release by Lessor in a commercially reasonable manner. All proceeds of such sale or re-letting shall inure to Lessor, provided, however, if such proceeds after deduction of Lessor's reasonable costs and expenses, including attorneys' fees, incurred to recover possession, restore or clean-up and sell or release the equipment, exceed an amount equal to the sum of the past due but unpaid Rental Payments and an amount equal to the then applicable purchase price, Lessor shall remit the amount of such excess to Lessee; or
- (b) Institute an action in a court of competent jurisdiction to recover Lessor's compensatory damages resulting from Lessee's default.

Lessor agrees that it shall not have a right to seek any remedy of specific performance nor shall Lessor have any "self-help" right to take possession of the equipment absent Lessee's voluntary surrender thereof.

Section 13.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy give under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default

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shall impair any such right or power or shall be construed to be a waiver hereof, but an expedient. right and power may be exercised from time to time and as often as may be deemed

ARTICLE XIV MISCELLANEOUS

Section 14.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business.

Section 14.02. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 14.03. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 14.04. Amendments. The terms of the Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the Lessor and the Lessee.

Section 14.05. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 14.06. Delayed Closing. In the event of a delayed closing, Lessor shall receive as additional compensation any amount that accrues between the Commencement Date and the Closing Date.

Section 14.07. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

Section 14.08. Captions. The captions or headings in this Agreement are for convenience only and do not define, limit or describe the scope or intent of any provisions of sections of this Agreement.

Section 14.09. Entire Agreement. This Agreement and the executed Exhibits attached hereto constitute the entire agreement between Lessor and Lessee. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations or warranties, express or implied, not specified herein, regarding this Agreement or the equipment leased hereunder.

Section 14.10. Execution of Facsimile. In the interest of time, each party agrees that execution of signature pages of this Agreement by such party followed by transmission of such pages by facsimile/Telecopier/email will be legally binding upon such party. After each party has executed and transmitted such signature pages, each party agrees to execute hard copies of this Agreement and to promptly forward originals to the other party hereto.

Section 14.11. Correction of Documents. Lessee agrees to execute and deliver, or provide, as required by Lessor, any documents and information, from time to time, that may be necessary for the purpose of correcting any errors or omissions in this Lease or to reflect the true intent of Lessor in this transaction. All such documents and information must be satisfactory to Lessor.

Section 14.12. WAIVER OF JURY TRIAL. Lessee and Lessor hereby irrevocably waive any right to a jury trial with respect to any matter arising under or in connection with this Lease and agree that any dispute shall be determined by a court sitting without a jury.

Section 14.13. Performance Bonds. If requested by Lessor to facilitate payments to vendors in advance of delivery and acceptance, Lessee agrees to require the Equipment manufacturer, and all other contractors and/or subcontractors (collectively, "Contractors") with whom Lessee has contracted for the acquisition of the Equipment, to provide performance bond satisfactory to Lessor conditioned upon the construction of the Equipment as expeditiously as reasonably possible from the date of execution of such Lease and also conditioned upon delivery of possession of the Equipment to the Lessee free and clear of all liens and encumbrances, except the security interest granted to Lessor under the Lease-Purchase Agreement. Each such bond shall be in a form and with a surety acceptable to Lessor and shall name Lessor as a dual obligee. The Lessee shall proceed promptly to pursue diligently any remedies available against a Contractor that is in default under any agreement relating to the acquisition and construction of the Equipment and/or against each surety on any bond securing the performance of such Contractor's obligations with respect to the acquisition and construction of the Equipment. The Lessee and Lessor shall cause the net proceeds recovered by way of the foregoing to be applied, at Lessor's option, to (i) the completion of the Equipment, or (ii) the payment of all rent payments then due plus the then applicable Termination Balance. Any balance of net proceeds remaining after completion of Equipment construction or payment of the outstanding balance owed under the applicable Lease shall be paid promptly to Lessee.

Section 14.14. Time is of the Essence. Lessor and Lessee agree that time is of the essence of all provisions of each Lease entered into under this Agreement.

Any terms and conditions of any purchase order or other document submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply to this Agreement. Lessee by the signature below of its authorized representative acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, Lessor has executed this Agreement in its corporate name and by its duly authorized officer, and Lessee has caused this Agreement to be executed in its corporate name and by its duly authorized officer. All of the above occurred as of the date first written below; this Agreement shall be binding on Lessee beginning on the date it is accepted and executed by Lessor.

LESSOR: Leasing 2, Inc.

Execute:

By: _____

Title: _____

Date: _____

LESSEE: Franklin County Board of County Commissioners

Execute:

By: _____
Ricky D. Jones

Title: _____
Chairman

Date: _____

EXHIBIT A
RESOLUTION OF GOVERNING BODY
EXTRACT OF MINUTES

LESSEE: Franklin County Board of County Commissioners

At a duly called meeting of the governing body of Lessee held on the ____ day of _____, 20____, the following resolution was introduced and adopted.

WHEREAS, the governing body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment described in the Lease-Purchase Agreement by and between Lessee and **Leasing 2, Inc.**; and has further determined that the Equipment will be used solely for essential governmental functions and not for private business use.

WHEREAS, Lessee has taken the necessary steps, including, without limitation to compliance with legal bidding requirements, under applicable law to arrange for the acquisition of such Equipment.

BE IT RESOLVED, by the governing body of Lessee that the terms of said Lease-Purchase Agreement and Escrow Agreement are in the best interest of Lessee for the acquisition of such Equipment, and the governing body of Lessee designates and confirms the following person to execute and deliver, the Lease-Purchase Agreement and Escrow Agreement and any related documents necessary to the consummation of the transactions contemplated by the Lease-Purchase Agreement and Escrow Agreement.

(Signature of Party to Execute
Lease-Purchase Agreement and Escrow Agreement)

Ricky D. Jones, Chairman
(Print Name and Title)

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect and further certifies that the above and foregoing Lease-Purchase Agreement and Escrow Agreement is the same as presented at said meeting of the governing body of Lessee.

Secretary/Clerk

Date

{LETTERHEAD OF LESSEE'S COUNSEL}

EXHIBIT B

OPINION OF LESSEE'S COUNSEL

LESSEE: Franklin County Board of County Commissioners

DATE OF AGREEMENT: May 25, 2021

**Leasing 2, Inc.
1720 West Cass Street
Tampa, FL 33606-1230**

[Ladies and]Gentlemen:

As counsel for **Franklin County Board of County Commissioners** ("Lessee"), I have examined duly executed originals of the Lease-Purchase Agreement and Escrow Agreement, if applicable (the "Agreement"), between Lessee and Leasing 2, Inc. ("Lessor"), dated as of **May 25, 2021** and the proceedings taken by Lessee to authorize and execute the Agreement. Based upon such examination and upon such other examination as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is a public body corporate and politic, legally existing under the laws of the State of **Florida**.
2. The Agreement has been duly authorized, executed and delivered by Lessee, pursuant to Constitutional, statutory and/or home rule provisions which authorize this transaction and Resolution No. _____, attached as Exhibit A to the Agreement.
3. The Agreement is a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms. In the event the Lessor obtains a judgment against Lessee in money damages, as a result of an event of default under the Agreement, Lessee will be obligated to pay such judgment.
4. Applicable public bidding requirements have been complied with.
5. To the best of my knowledge, no litigation is pending or threatened in any court or other tribunal, state or federal, which questions or affects the validity of the Agreement.
6. The signature of the officer of Lessee which appears on the Agreement is true and genuine; I know said officer and know him/her to hold the office set forth below his/her names.
7. The Equipment leased pursuant to the Agreement constitutes personal property and when subjected to use by Lessee will not be or become fixtures under applicable law.
8. The leasing of the Equipment pursuant to the Agreement is exempt from all sales and use taxes against either the Lessor or the Lessee during the term of the Lease and the Equipment will be exempt from any state and local personal property or other ad valorem taxes during the term of the Lease.

This opinion may be relied upon by the addressee hereof and its successors and assignees of interests in the Lease, but only with regard to matters specifically set forth herein.

Sincerely,

EXHIBIT C

CERTIFICATE AS TO ARBITRAGE

I, Ricky D. Jones, hereby certify that I am duly qualified and acting Chairman, of Franklin County Board of County Commissioners (the "Lessee"), and that in my official capacity as such officer, I am responsible for executing and delivering, on behalf of the Lessee, the Lease-Purchase Agreement dated May 25, 2021 (the "Agreement"), by and between Leasing 2, Inc. ("Lessor") and the Lessee. This Certificate is being issued pursuant to Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder (the "Regulations"). The following facts, estimates and circumstances are in existence on the date of this Certificate or are reasonably expected to occur hereafter.

1. The Agreement provides for the acquisition and financing of certain equipment described therein (the "Equipment") Pursuant to the Agreement, the Lessor is required to lease the Equipment to the Lessee and the Lessee is required to make rental payments with respect thereto, comprising principal and interest, on the dates and in the amounts set forth therein (the "Rental Payments").

2. On the date hereof, Lessor will deposit into escrow to be held for the benefit of Lessee the amount of \$319,245.72, which, together with interest earned thereon until disbursed if necessary, will be used to pay the costs of the Equipment in the amount of \$319,245.72. In the event any interest income remains in escrow after payment of such Equipment cost, such amount shall be retained by Lessor as additional fee income.

3. The Lessee has entered into or will within six (6) months of the date hereof enter into contracts for the acquisition of the Equipment, which contracts will obligate the payment of all amounts held in escrow.

4. The Equipment will be acquired with due diligence and will be fully acquired on or before _____.

5. In any event, all of the spendable proceeds of the Agreement, including amounts held in escrow, will be expended on the Equipment within three (3) years from the date of execution of the Agreement. No proceeds of the Agreement will be used to reimburse the Lessee for expenditures made prior to the date of the issuance of the Agreement, unless Lessee shall have complied with the requirements of Section 1.150-2 of the Regulations. If applicable, a copy of Lessee's official intent with respect to such reimbursement is attached hereto as attachment 1.

6. The original proceeds of the Agreement, and the interest to be earned thereon, do not exceed the amount necessary for the governmental purpose for which the Agreement is issued.

7. The interest of the Lessee in the Equipment has not been, and is not expected during the term of the Agreement, to be sold or otherwise disposed of by the Lessee.

8. No sinking fund will be maintained by the Lessee with respect to the Rental Payments.

9. The Agreement is not a "hedge bond" within the meaning of Section 149(g) of the Code. The Lessee expects to spend not less than 85% of the spendable proceeds of the Agreement within three years after the date hereof and less than 50% of the proceeds of the Agreement is invested in Nonpurpose investments having a substantially guaranteed yield for four years or more.

10. In the Agreement the Lessee has covenanted to take all actions necessary to ensure that the interest paid under the Agreement remains excludable from gross income under the Code. Such covenant includes, without limitation, the requirement to comply with the requirements of the Code relating to the rebate of arbitrage profit to the United States Government.

11. To the best of the knowledge and belief of the undersigned, the expectations of the Lessee as set forth above, are reasonable; and there are no present facts, estimates and circumstances which would damage the foregoing expectations.

LESSEE: Franklin County Board of County Commissioners

By: Ricky D. Jones

Title: Chairman

Date:



Buyer's Order

Nextran Truck Centers - Tallahassee
 4740 Blountstown Hwy
 Tallahassee, FL 32304
 (850) 575-8655

Salesperson: Thornton Davis
 PO Number: -
 Date: -

CUSTOMER INFORMATION

Name: Franklin County BOCC
 Address: 33 Market Street
 City: Apalachicola

State: FL

Zip Code: 32320

Phone: -
 County: Franklin

TRUCK INFORMATION

Quantity	Year	Make	Model	VIN #
2	2021	Mack	GR64B	1M2GR2GC0MM024373
2nd VIN		1M2GR2GC8MM024377		3rd VIN -
**See Addendum for Additional VIN #				

Body Details:

Year	Make	Model	SERIAL #
-	-	-	-
-	-	-	-
-	-	-	-
2nd Serial # -		3rd Serial # -	

TRADE INFORMATION

Year	Make	Model	Body	VIN #	Trade-In Value	Payoff
2020	Mack	GR64B	DUMP	1M2GR2GC8LM019033	\$ 143,500.00	\$ 146,437.86
2020	Mack	GR64B	DUMP	1M2GR2GC5LM019037	\$ 143,500.00	\$ 146,437.86
-	-	-	-	-	\$ -	\$ -
-	-	-	-	-	\$ -	\$ -
-	-	-	-	-	\$ -	\$ -
					\$ 287,000.00	\$ 292,875.72

**See Addendum for Additional Trade Ins

PER TRUCK PRICING

Per Truck

Total Selling Price	\$ 154,696.50
Federal Excise Tax	\$ (309.00)
Total with FET	\$ 154,387.50
Extended Warranty	\$ 2,283.00
APU	\$ -
Premium Maintenance Plan	\$ -
Subtotal	\$ 156,670.50
Less Trade-In Value	\$ 143,500.00
Net Trade Difference	\$ 13,170.50
Disposal/Temp Tags	\$ 14.50
Tag and Title	\$ -
Miscellaneous	\$ -
State Sales Tax on Fees	\$ -
County Surtax	\$ -
State Sales Tax	\$ -
Out of State Sales Tax	\$ -
Misc. Tax	\$ -
Payoff on Trade-In(s)	\$ 146,437.86
Down Payment	\$ -
Total Price per Truck	\$ 159,622.86

ADDITIONAL ITEMS

Tire Credit:	\$ 309.00	FET Tax	Tax Exempt
GVW/GCW:	0	Sales Tax	Tax Exempt

LOCALS AND COMMENTS

4 yr/300K mile Engine/transmission/aftertreatment warranty
 MP7/425 Engine
 Automatic transmission
 all aluminum wheels
 18-yard hard ox dump body w/barn gate

Total Price all Trucks \$ 319,245.72

Customer request a term contract for _____ months.
 (Subject to approval by finance company.)

I have read and understand the above. It is intended by my signature hereon that this be a binding, enforceable sales agreement.
 I further understand that the terms and conditions that follow are a true and integral part of this agreement.

 Purchaser's Signature

 Date

Accepted by Nextran Truck Centers

 Date

TERMS AND CONDITIONS

1. **Acceptance.** The purchaser identified on the first page hereof ("Purchaser") and Nextran Corporation, a Florida corporation d/b/a Nextran Truck Centers ("Dealer") hereby agree that these Terms and Conditions are incorporated into, and constitute an integral part of, the Sales Agreement governing Purchaser's purchase of motor vehicles from Dealer as more particularly described on the first page hereof.
2. **Purchaser's Payment of Charges.** Purchaser shall pay all charges arising out of or associated with this Agreement, whether correctly stated on page one of this Sales Agreement or otherwise, including without limitation all tag, license, tire, battery and lien fees, and all federal, state and local taxes. Purchaser shall pay all amounts required to pay off and satisfy in full all liens on Purchaser's trade-in vehicle(s), as may be required by any such lien holder, regardless of whether the lien holder has quoted the wrong amount, the payoff amount has changed since the date of any such quote, or Purchaser has failed to disclose all lien holders on such vehicle(s). If Purchaser chooses to pay any portion of the purchase price by using a bank or credit card, Purchaser shall pay all charges associated with the use of such card imposed on Dealer and shall promptly reimburse Dealer upon demand for any such costs arising after the consummation of any sale.
3. **Deposit.** Upon the execution of this Sales Agreement, Purchaser shall pay to Dealer a non-refundable deposit in the amount set forth on the first page of this Sales Agreement. If Dealer fails to deliver the motor vehicle(s) as contemplated herein, Purchaser's sole remedy against Dealer shall be a return of the deposit as liquidated damages in full settlement of any and all claims relating to this Sales Agreement, and Purchaser hereby waives any claims to the contrary. If Purchaser fails to pay the balance of the Selling Price, fails to take delivery of the motor vehicle for any reason or otherwise breaches its obligations under this Sales Agreement, Dealer shall be entitled to retain the entire deposit as liquidated damages in full settlement of any and all related claims. Purchaser and Dealer acknowledge that their actual damages arising out of any breach of this Sales Agreement would be difficult or impossible to calculate with specificity and that the foregoing treatment of the deposit constitutes mutually bargained liquidated damages and not a penalty.
4. **Commercially Reasonable Efforts.** Dealer shall use all commercially reasonable efforts to make prompt delivery of the motor vehicle(s) contemplated hereby. However, Purchaser acknowledges and agrees that time is not of the essence with respect to the transactions contemplated in this Sales Agreement.
5. **Warranties.** DEALER MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THE MANUFACTURER'S WARRANTY ON NEW MOTOR VEHICLES. ALL USED MOTOR VEHICLES ARE SOLD BY PURCHASER "AS IS, WITHOUT WARRANTY," EITHER EXPRESS OR IMPLIED. DEALER SPECIFICALLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OF THE MOTOR VEHICLE(S) SOLD UNDER THIS SALES AGREEMENT, ALL OF WHICH PURCHASER HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW. Purchaser acknowledges that no person is authorized to make any representations or warranties to the contrary, whether oral or written. _____ (Initials of Purchaser)
6. **Limitation of Liability; Waiver of Claims.** Purchaser shall have the right to fully inspect the motor vehicles sold under this Sales Agreement at the time of delivery. Dealer shall not be liable for, and Purchaser's acceptance of such motor vehicle constitutes Purchaser's waiver of, any and all claims, causes of action, losses and damages arising out of Dealer's sale of the motor vehicle to Purchaser, including without limitation any and all actual, incidental or consequential damages arising out of: a) loss, damage or delays for any reason; b) failure to supply any property ordered hereunder; c) loss of use, loss of time, lost profits or income; d) changes in design, materials or specifications; e) modifications to the motor vehicle performed by others; and f) defects in design, materials or workmanship, in each case with respect to the motor vehicles purchased by Purchaser pursuant to this Sales Agreement.
Purchaser shall indemnify, defend and hold Dealer and its affiliated companies and their officers, agents, and employees harmless from and against all loss, liability and expense, including reasonable attorneys' fees, by reason of bodily injury including death, and property damage, sustained by any persons including but not limited to the officers, agents and employees of Purchaser, as a result of the maintenance, use, operation, servicing, transportation, defect in or failure of such motor vehicles, whether such bodily injury, death or property damage is due or claimed to be due in whole or in part, to any neglect, default, defect, fault, failure, act or omission, by or on behalf of Dealer, its officers, agents and employees or any other person, including but not limited to any claims of strict liability in tort, breach of warranty, and/or negligence. Purchaser acknowledges that this waiver constitutes a material inducement for Dealer to consummate the transactions contemplated in this Sales Agreement and is subject to no exceptions.
7. **Modifications by Others.** Purchaser acknowledges that any requested modifications to the motor vehicles subject to this Sales Agreement to be performed by others are Purchaser's sole responsibility, and Purchaser shall pay Dealer for the cost of such modifications, regardless of whether Purchaser takes delivery of the vehicle. Dealer is not liable for any defects in design, materials or workmanship, or any errors or omissions by such third parties.
8. **Trade-in Allowance.** The trade-in allowance set forth on page one of this Sales Agreement is based upon an appraisal by Dealer of the trade-in described herein in its present mechanical condition and with the equipment and attachments described on Dealer's appraisal sheet. Such trade-in shall be subject to reappraisal at the time of delivery of the motor vehicle to be sold hereunder. Purchaser shall be liable for any differences in the trade-in allowance due to changes in mechanical condition, equipment or attachments.
9. **Entire Agreement.** This Sales Agreement constitutes the complete and exclusive statement of the terms of the agreement between Purchaser and Dealer concerning the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions of the parties, whether written or oral. No modification, course of conduct, amendment, supplement to or waiver of this Sales Agreement shall be binding unless made in writing and signed by both Purchaser and Dealer.
10. **Assignment.** This Sales Agreement may not be assigned by Purchaser without Dealer's prior written consent, and any attempted assignment by Purchaser shall be null and void. Subject to the foregoing, this Sales Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, permitted assigns and legal representatives. There are no third party beneficiaries of this Sales Agreement.
11. **Governing Law; Consent to Jurisdiction; Waiver of Right to Trial by Jury.** This Sales Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the State of Florida, without giving effect to the conflict of laws principles thereof. Venue for any litigation, legal action or other proceedings arising out of or relating to this Sales Agreement shall lie solely in the courts of the State of Florida located in Dade County, Florida. Purchaser and Dealer (a) agree that such courts shall have exclusive jurisdiction over any matters arising out of or related to this Sales Agreement and (b) hereby waive any and all claims to the effect that any of such courts constitutes an inconvenient forum. The parties hereby irrevocably and unconditionally waive any right they may have to a trial by jury in any suit, action, proceeding, or counterclaim arising out of or relating to this SALES Agreement.
12. **Miscellaneous.** Risk of loss shall pass to the Purchaser upon delivery of the motor vehicle sold under this Sales Agreement. A facsimile of this Sales Agreement shall have the legal effect as an original hereof. In the event of any litigation arising out of this Sales Agreement, the non-prevailing party shall reimburse the prevailing party for the reasonable attorneys' fees and other expenses incurred by the prevailing party in connection therewith.

O.

By:

(Purchaser Signature)



CAPITAL TRUCK, INC.

STOCK# 22814

4740 BLOUNTSTOWN HWY · TALLAHASSEE, FL 32304

Sold to: FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS Date: 04/15/2020
 33 MARKET STREET Invoice #:25296
 APALACHICOLA, FL 32320

Salesman: THORNTON DAVIS

Vehicle Sold

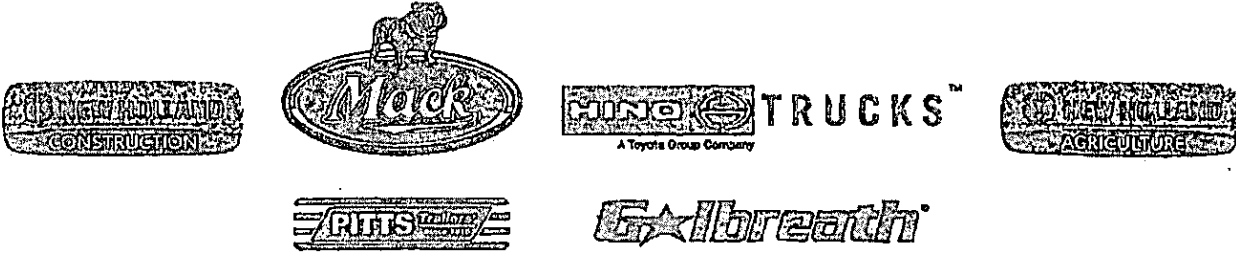
Stock #	Year	Make	Model	Vehicle Identification Number	Unit #	Amount
22814	2020	MACK TRUCK	GR64B	1M2GR2GC5LM019037		152485.50

Vehicle Traded

Stock #	Year	Make	Model	Vehicle Identification Number	Unit #	Amount
						N/A
						N/A

Total Trades	N/A
Difference	152485.50
Sales Tax	N/A
Pollutant Fee	14.50
DOC	N/A
Ext Warranty	N/A
County Surtax	N/A
FRET	N/A
Balance	152500.00

TRADE-IN



STOCK# 22813



CAPITAL TRUCK, INC.

4740 BLOUNTSTOWN HWY · TALLAHASSEE, FL 32304

Sold to: FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS Date: 04/15/2020
 33 MARKET STREET Invoice #:25295
 APALACHICOLA, FL 32320

Salesman: THORNTON DAVIS

Vehicle Sold

Stock #	Year	Make	Model	Vehicle Identification Number	Unit #	Amount
22813	2020	MACK TRUCK	GR64B	1M2GR2GC8LM019033		152485.50

Vehicle Traded

Stock #	Year	Make	Model	Vehicle Identification Number	Unit #	Amount
						N/A
						N/A
Total Trades						N/A
Difference						152485.50
Sales Tax						N/A
Pollutant Fee						14.50
DOC						N/A
Ext Warranty						N/A
County Surtax						N/A
FRET						N/A
Balance						152500.00

TRADE-IN



EXHIBIT E
PAYMENT SCHEDULE

LESSEE: Franklin County Board of County Commissioners
LEASE AMOUNT: \$319,245.72
COMMENCEMENT DATE: 5/25/2021
INTEREST RATE: 2.85%

<u>PAYMENT</u>					<u>PURCHASE</u>
<u>NO.</u>	<u>DATE</u>	<u>PAYMENT</u>	<u>INTEREST</u>	<u>PRINCIPAL</u>	<u>PRICE*</u>
1	7/25/2021	\$30,000.00	\$1,541.69	\$28,458.31	\$301,558.13
2	7/25/2022	\$35,000.00	\$8,287.44	\$26,712.56	\$272,239.30
3	7/25/2023	\$70,788.62	\$7,526.13	\$63,262.49	\$206,187.58
4	7/25/2024	\$70,788.62	\$5,723.15	\$65,065.47	\$138,814.82
5	7/25/2025	\$70,788.62	\$3,868.78	\$66,919.84	\$70,094.62
6	7/25/2026	\$70,788.62	\$1,961.57	\$68,827.05	\$0.00
Grand Totals		\$348,154.48	\$28,908.76	\$319,245.72	

LESSEE: Franklin County Board of County Commissioners

By: _____
Ricky D. Jones

Title: _____
Chairman

Date: _____

* After payment of Rental Payment due on such date.

EXHIBIT F
ACCEPTANCE CERTIFICATE

The undersigned, as Lessee under the Lease-Purchase Agreement (the "Agreement") dated **May 25, 2021**, with **Leasing 2, Inc.** ("Lessor"), hereby acknowledges:

1. _____ **Equipment delivered and accepted:** Lessee has received in good condition all of the Equipment described in the Agreement and in Exhibit D thereto and accepts the Equipment for all purposes this _____ day of _____, 20_____.
2. _____ **Equipment delivery has not yet taken place:** The Equipment described in the Agreement and in Exhibit D thereto, has not been delivered, but is scheduled to be delivered within 18 months. Lessor has agreed to deposit into an escrow account an amount sufficient to pay the total cost of the Equipment identified in Exhibit D of the Agreement. Exhibit E accurately reflects the Lease Amount. Lessee agrees to execute an Acceptance Certificate and Payment Request Form authorizing payment of the cost of the Equipment, or a portion thereof, for each withdrawal of funds from the Escrow Account. Lessee's obligation to commence Rental Payments as set forth in Exhibit E-Payment Schedule is absolute and unconditional as of the Commencement Date, subject to the terms and conditions of the Agreement. Lessee further acknowledges that the Agreement is not subject to the successful delivery of the Equipment, and that in the event of non-performance by the Vendor, Lessee will retain all responsibility for performance under the Agreement.
3. _____ **Vendor will be paid in full prior to delivery of equipment:** A 100% pre-funding will be made by Lessor to Vendor of the lease amount identified as "Equipment Cost" on the Exhibit E – Payment Schedule of the Agreement. Lessee agrees to indemnify and hold Lessor harmless from and against any and all claims, costs and expenses incurred (including Lessor's attorneys' fees). Lessee further acknowledges that the Agreement is not subject to the successful delivery of the Equipment, and that in the event of non-performance by the Vendor, Lessee will retain all responsibility for performance under the Agreement.

Lessee certifies that Lessee has fully and satisfactorily performed all of its covenants and obligations required under the Agreement, and confirms that the Agreement will commence as defined by "Commencement Date" in the attached Agreement, and it will commence payments in accordance with Article VI of the Agreement.

The undersigned officer of the Lessee hereby reaffirms on behalf of the Lessee in all respects the covenants of the Lessee set forth in Article II of the Agreement and represents that, to the best of his or her knowledge, information and belief, the expectations therein expressed were reasonable as of the Commencement Date, and that there were, and are as of the date on which they were made, and are reasonable as of the Commencement Date, no facts, estimates or circumstances other than those expressed therein that would materially affect the expectations expressed therein.

LESSEE: **Franklin County Board of County Commissioners**

By: _____
Ricky D. Jones

Title: _____
Chairman

EXHIBIT H
DESIGNATION OF BANK QUALIFICATION

In consideration of the mutual covenants of the Lessor and Lessee pursuant to the Lease-Purchase Agreement dated **May 25, 2021**, (the "Agreement") between **Leasing 2, Inc.** ("Lessor") and **Franklin County Board of County Commissioners** ("Lessee"), such Agreement is modified as follows:

Lessee certifies that it reasonably anticipates that it and all of its subordinate entities will not issue more than \$10,000,000 of "qualified tax-exempt obligations" (as that term is defined in Section 265(b)(3)(B) of the Internal Revenue Code of 1986 ("the Code") during the current calendar year .

Further, lessee hereby designates the Agreement as a "qualified tax-exempt obligation" in accordance with Section 265 (b)(3)(B) of the Code so that it is eligible for the exception contained in Section 265 (b)(3) of the Code and further certifies for the purpose of the overall limitation of Section 265 (b)(3)(D) of the Code that it and its subordinate entities have not as of this calendar year issued more than \$10,000,000 of obligations which it has designated for these purposes.

All terms contained herein not otherwise defined shall have the same meaning as such terms are used and defined in the Lease.

LESSEE: **Franklin County Board of County Commissioners**

By: _____
Ricky D. Jones

Title: Chairman

Date: _____

EXHIBIT I

NOTICE AND ACKNOWLEDGMENT OF ASSIGNMENT

Leasing 2, Inc. ("Lessor") hereby gives notice to the **Franklin County Board of County Commissioners** ("Lessee") that Lessor has assigned all rights to payments under the Lease-Purchase Agreement and Escrow Agreement dated as of **May 25, 2021**, between **Leasing 2, Inc.** ("Lessor") and **Franklin County Board of County Commissioners** ("Lessee"). **Leasing 2, Inc.** ("Lessor") hereby requests, gives notice and instructs **Franklin County Board of County Commissioners** ("Lessee") that payments that hereafter come due pursuant to the Lease-Purchase Agreement be paid to **Santander Bank, N.A.** or its Assignee.

Santander Bank, N.A.
P.O. Box 847387
Boston, MA 02284-7387

LESSEE: Franklin County Board of County Commissioners

By: _____
Ricky D. Jones

Title: _____
Chairman

Date: _____

EXHIBIT G
ESSENTIAL USE/SOURCE OF FUNDS LETTER

TO: **Leasing 2, Inc.**

RE: Lease-Purchase Agreement Dated **May 25, 2021**.

Gentlemen:

Reference is made to certain Lease-Purchase Agreement dated **May 25, 2021**, between **Leasing 2, Inc.** and **Franklin County Board of County Commissioners**, leasing the personal property described in Exhibit D to such Agreement. This confirms and affirms that such Equipment is essential to the functions of the undersigned or to the service we provide to our citizens.

Further, we have an immediate need for, and expect to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future. The Equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. Specifically, the Equipment was selected by us to be used as follows:

Please describe USE of equipment:

(2) DUMP TRUCKS WILL BE USED BY COUNTY ROAD DEPARTMENT TO

HAUL MATERIALS FOR ROUTINE ROAD MAINTENANCE

Sincerely,

Ricky D. Jones, Chairman

Date

INSURANCE COVERAGE REQUIREMENT

TO: **Leasing 2, Inc. and/or Its Assigns**
1720 West Cass Street
Tampa, FL 33606-1230

FROM: **Franklin County Board of County Commissioners**
33 Market Street, Suite 203
Apalachicola, FL 32320

RE: **INSURANCE COVERAGE REQUIREMENTS (Check one):**

X 1. In accordance with Section 8.03 of the Agreement, we have instructed the insurance agent named below (please fill in name, address and telephone number)

AGENCY NAME: PAT THOMAS & ASSOCIATES INSURANCE
CONTACT NAME: ALISHA SMITH
ADDRESS: 33 MARKET STREET, SUITE 203
CITY/ ST/ ZIP: APALACHICOLA / FL / 32320
TELEPHONE: 850-875-1776
EMAIL ADDRESS: asmith@patthomas.com to issue:

a. All Risk Physical Damage Insurance on the leased equipment evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming **Leasing 2, Inc. and/or its Assigns** as Loss Payee.

Coverage Required: Full Replacement Value

b. Public Liability Insurance evidenced by a Certificate of Insurance naming **Leasing 2, Inc. and/or Its Assigns** as an Additional Insured.

Minimum Coverage Required:
\$500,000.00 per person
\$1,000,000.00 aggregate bodily injury liability
\$1,000,000.00 property damage liability

_____ 2. Pursuant to Section 8.03 of the Agreement, we are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letterform together with a copy of the statute authorizing this form of insurance.

By: _____
Ricky D. Jones

Title: _____
Chairman

Date: _____

BILLING INFORMATION

Please indicate below how you would like us to bill you for the lease payments due under this Agreement, including a contact name, if applicable:

Contact Name: ERIN GRIFFITH

Company: FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS

Street Address or Box #: 33 MARKET STREET, SUITE 203

City, State, Zip: APALACHICOLA, FL, 32320

County: FRANKLIN

Telephone: (850) 653-9783 EXT. 158

Fax: ()

Email Address: erin@franklincountyflorida.com

Invoice Reference: (2) Mack GR64B Dump Trucks



**CUSTOMER IDENTIFICATION PROGRAM
ORGANIZED ENTITY**

Notice: To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account.

What this means for you: When you open an account or add any additional service, we will ask you for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents.

CUSTOMER NAME: Franklin County Board of County Commissioners

CUSTOMER IDENTIFICATION

Taxpayer ID Number: 59-6000612

Business Structure (check one): City Government: _____ County Government: Tax District: _____ Corporation: _____

Other, description: _____

We may request certified copies of your organizational documents as part of the identification procedure.

PRIMARY ADDRESS AND REGISTRATION

Address: ~~33 MARKET STREET, SUITE 203~~

Address: _____

City: APALACHICOLA

State: FL

Zip Code: 32320

State of Registration/Organization: FL

MAILING ADDRESS (if different from above)

Address: _____

Address: _____

City: _____

State: _____

Zip Code: _____

Acknowledgment: The information contained herein is true and correct.

Franklin County Board of County Commissioners

By: _____
Ricky D. Jones

Its: Chairman

Internal Escrow Letter

May 25, 2021

Santander Bank, N.A.
P.O. Box 847387
Boston, MA 02284-7387

Re: Lease Purchase Agreement dated **May 25, 2021** (the "Lease") by and between: **Franklin County Board of County Commissioners** ("Lessee") and Leasing 2, Inc. ("Lessor"), concurrently assigned to Santander Bank, N.A. ("Assignee").

Ladies and Gentlemen:

We have entered into the above referenced Lease for the purpose of financing **(2) Mack GR64B Dump Trucks** (the "Equipment") in the amount of **\$319,245.72** (the "Financed Amount"). Lessee hereby requests that Assignee retain **\$319,245.72** (the "Retained Amount"). Lessee further requests that Assignee hold the Retained Amount in an internal escrow pending Assignee's receipt of confirmation from Lessee that the Equipment has been delivered, inspected and accepted for all purposes by the Lessee and that payment can be remitted to the vendor of such Equipment. There will be no separate escrow fee charged Lessee for internally escrowing the Retained Amount.

Lessee understands and agrees that interest shall accrue on the entire Financed Amount as of the date hereof, and further understands and agrees that any interest earned on the Retained Amount shall be paid to Assignee in consideration of managing the internal escrow account.

Lessee acknowledges that Assignee may commingle the Retained Amount held by Assignee for the benefit of Lessee with other funds held by Assignee for its own account, so long as Assignee maintains segregation of such amounts on the books and records of Assignee.

Sincerely,

LESSEE: Franklin County Board of County Commissioners

By: _____
Ricky D. Jones

Title: _____
Chairman

Date: _____

Consolidated Council Staff Comments – 4/5/2021

Title: 7-3: Apalachicola Bay Cooperative Dredging

Proposed Start Date: 3/5/2021

Amount of Funding Requested: \$5,042,422

Proposed End Date: 6/3/2022

GrantSolutions Application #: GNS2020000072

Franklin County and/or USACE input needed for the following:

1. A written statement by the U.S. Army Corps of Engineers that provides the statutory authority which allows the Corps to receive funds from other federal sources to complete the scope of work. The last "Whereas" clause of the Memorandum of Agreement (MOA) provided indicates the Corps is authorized under 33 USC 701h to receive and expend funds from the County for this project. Given that the County would be providing the Corps funds that originated with the RESTORE Council, passed through the Gulf Consortium, RESTORE staff seek a confirmation from the Corps' Office of General Counsel, or other authorized Corps official, that the Corps has authority, and would accept from the County, funds for this project that originated as federal trust funds under the RESTORE Act. Please note that the County is allowed, under RESTORE authority at 33 USC 1321(t)(1)(N)(i), to use amounts RESTORE provides to satisfy the non-federal cost share in other federal programs when the activity is eligible for both programs. The Corps' written assurance that it is able to accept funds from the County that originated from the RESTORE Council for this project is necessary to assure the Council that the project will be able to be implemented.

RESPONSE: The authority for the Corps resides in 33 U.S.C 701h, which allows for the acceptance and expenditure of contributed funds for the operation and maintenance of Federally authorized water resources development projects. Contributed funds are those funds in excess of any statutorily required non-Federal cost share provided voluntarily by a State, or political subdivision thereof, with no credit or repayment authorized for such funds. The contributor is paying the cost of doing the work because federal funds are either not available or are insufficient. The Corps office of Counsel cannot provide any opinion or confirmation that funds originated as federal trust funds under the RESTORE Act are acceptable under the authority of Section 710h. It is the Corps policy that the agency providing such funds for the purpose is expressly authorized by Federal law. The RESTORE Council must make its own determination that the RESTORE authority at 33 USC 1321(t)(1)(N)(i), to use amounts RESTORE provides to satisfy the non-federal cost share in other federal programs is allowable for use as contributed funds.

Further, Franklin County has always expressed an intention of using Consortium funds to complete the dredging of these channels. The approved State Expenditure Plan (SEP) includes these projects. The county believes the inclusion of the projects in the SEP is an acknowledgement by the State of Florida that Consortium funds can be used in association with USACOE funds to complete these projects.

- 2. A written justification from the Corps of Engineers regarding the need to receive all funds prior to beginning work. At Section 2, the draft MOU requires the County to provide the Corps \$5 million for the project within 30 days of the execution of the MOA. Under 2 CFR 200.305(b)(1), which applies to the funds RESTORE is providing, advance payments must be limited to the minimum amounts needed and timed in accordance with actual, immediate cash requirements. Advance payments must be as close as is administratively feasible to the actual disbursements by the funding recipient for project costs. Given this, RESTORE funding recipients generally draw down funds for contracts and agreements as work is completed, rather than providing all of the funds up front. RESTORE seeks a justification, including any applicable citations to authorities or requirements, that supports allowing the full \$5 million payment up front.

Comment [DD1]: This might not be needed if the Corps has changed their requirements on this.

RESPONSE: Agencies of the Federal Government are forbidden to obligate, expend, or use funds above the amounts available in an appropriation or fund by the Antideficiency Act, 31 USC 1341. This includes involving the Federal Government in any contract or obligation for the payment of money before funds are made available. Since the County's funds are necessary to contract for the work, it is necessary that the funds be provided in advance so that a contract for the dredging can be advertised and awarded. Because it is anticipated that two separate contracts will be used for the dredging, it may be acceptable for on the Government estimated portion of the funds necessary for a particular dredging contract be provided before advertisement and award of each contract.

Specifically, it is estimated Franklin County will need to provide some \$2M for the Eastpoint Channel, and then separately the County will need to provide an estimated \$3M for the Two Mile Channel. These projects will not be run concurrently so it is expected the county will not need all \$5M at once, but would be provided funds to the Corps under two separate checks spaced some months apart.

- 3. A written statement from Franklin County that they will be able to provide any additional funds needed to make up a budget shortfall should one occur. At Section 2, the draft MOA specifies that if the Corps determines that more than \$5 million is needed for the project, it will notify the County, who must provide the full amount to the Corps within 30 days. The RESTORE Council award will not provide approval of any funding beyond the \$5 million requested. To assure the success of the project, Council staff requires assurance from the County that it will bear responsibility for any costs beyond the RESTORE Council's contribution.

RESPONSE: Franklin County understands the Council will not award funds beyond the \$5M requested, as that is the maximum amount asked by the County in its Consortium application. The County understands it will bear responsibility for any costs beyond the RESTORE Council's contribution.

- 4. An anticipated date when the MOA between the USACE and Franklin County is expected to be finalized.

RESPONSE: Because of the requirement that certain Congressional Committees be notified

prior to an agreement to accept contributed funds is executed, there is a process that is followed for approval and notification. Currently, that process is on-going, but may be slowed by the change of Administrations earlier this year. It is anticipated the MOA will be executed in the next two months.

- 5. Please also provide an estimated useful life of the project. Will there be any maintenance of the dredged channel during the estimated useful life?

RESPONSE: The Eastpoint Federal Navigation Channel is an existing project that was authorized by Congress under the 1954 River and Harbors Act. Since construction of the channel in the late 1950s, the US Army Corps of Engineers has the responsibility to operate and maintain the federal channel subject to the availability of federal funding for the project. Operation and maintenance is expected to continue for the foreseeable future as long as funds are available.

- 6. Who owns the land where the Eastpoint Channel dredged material containment cell will be constructed? It is stated in the application that the State of Florida owns the areas to be dredged. The project narrative says that the Two-Mile Channel disposal site is owned and maintained by Franklin County. It also says that a 26-acre dredged material containment cell will be constructed on the south side of the existing western Eastpoint breakwater for disposal of the dredged material from the Eastpoint Channel.

RESPONSE: The water bottoms where the containment cell will be located are owned by the State of Florida. Normally, federal navigation activities below mean high water are not subject to state requirements under the doctrine of navigational servitude.

The State of Florida, through the Florida Dept. of Environmental Protection, has issued a permit to the Corps for the construction of the 26 acre disposal site. The Corps holds the permit to construct the site from the State of Florida. The County acknowledges that after construction the responsibility for maintenance of the site will become the county's.

Budget and Related Information

- 1. One item in particular is the "construction" of the disposal sites. The Eastpoint Channel disposal site is to be "constructed" at an estimated cost of \$684,800. The Two-Mile Channel disposal site is "an existing upland disposal site owned and maintained by Franklin County." Please explain why the cost to "construct" an "existing" disposal site which is reportedly "maintained" by Franklin County is estimated at 60% of the cost to construct the Eastpoint Channel disposal site from scratch? Do you have Estimates of Probable Cost for the construction of the 2 disposal sites?

RESPONSE: The Two Mile Disposal site currently has spoil in it from the last time the Two Mile Channel was dredged. Enough of the current spoil will have to be removed, and the disposal cells rebuilt, so that the disposal site is ready to receive new spoil. The Corps provided the estimate based upon an assumption that a contractor would have to be hired to rebuild the site, but because the Two Mile disposal is an upland site the county

has the ability to assist in rebuilding the site with in-kind equipment and manpower. It is expected the County will work with the Corps on the rebuilding of the disposal and thus the costs should be much lower than the original estimate.

2. Per the MOA provided, it appears that work will not commence until the grant funding is provided to the Corps of Engineers. If that is the case, then pre-award costs for dredging will not be needed. Is that correct?

RESPONSE: The need for pre-award costs depends on when the Corps requests funding from the County. The only funds the County would be requesting from the Council are those funds needed by the Corps to complete each individual dredging project. If the Council acts before the Corps requests the county sign the MOA, then there will not be a need for pre-award costs. But, if the Corps requests the county sign the MOA before the Council acts, then the county would need to ask for pre-award costs, but those costs would only be those requested by the Corps in the MOA. Since the Corps is estimating the MOA will be executed within the next 2 months, the County requests the Council act in that same time period to avoid the issue of pre-award costs.