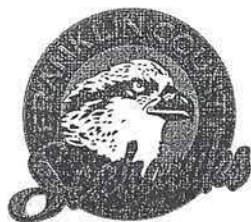


**FRANKLIN COUNTY SCHOOL BOARD
WORKSHOP
WILLIE SPEED BOARD ROOM
SEPTEMBER 6, 2016
5:30 PM
AGENDA**

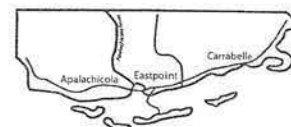
- I. CALL TO ORDER-**
- II. BOARD INFORMATION COMMENTS/DISCUSSION ITEMS**
(Continuation from 08/15/16 workshop)
 - A. Board and Superintendent Project Wish/Recommendations List



Nina M. Marks
Superintendent

Franklin County Schools

Administrative Offices
85 School Road
Suite One
Eastpoint, Florida 32328
Phone (850) 670-2810 Fax (850) 670-2811
www.franklincountyschools.org



Working Together
Making A Difference

Date: December 28, 2010

To: Franklin County School Board

From: Nina M. Marks, Superintendent *nm*

Re: Project Recommendations

"List" approved 12/9/10

In an earlier memo, I submitted a Time Line for the completion of district projects. I would like for the Board to consider the following recommendations for architects. This recommendation is based on the Board's decision to enact a 5- Year Continuing Service Contract with each company.

2010-2011:

- ✓ Completion of Bay Science Platform, located at FCS front entrance/DAG Architects, Inc.
- ✓ All-Purpose Activity Building, located behind Primary Building/JRA Architects, Inc.
- Fueling Center for District Vehicles and School Buses/located on Highway 65/ Johnson Peterson Architects

2011-2012:

- ✓ ~~Bus Barn Facility, located on Highway 65/Johnson Peterson Architects~~
- Secondary Lift Station, located at front of FCS campus/Clemons, Rutherford & Associates, Inc.
- Alternative/Career-Tech Academy Building/located south of Admin. Bldg on FCS campus/DAG Architects, Inc.

2012-2013:

- School/Community Auditorium/located to left of FCS front entrance on Highway 98/MLD Architects

2013-2014:

- Renovation of PreK Facility on School Road in Eastpoint/DAG Architects, Inc.

2014-2015:

- Franklin County School Board Offices/located at FCS Hwy 98 Entrance/Clemons, Rutherford & Associates, Inc.

Board Meets First Thursday After First Monday in Each Month

George Thompson
District 1

David Hinton
District 2

Teresa Ann Martin
District 3

Jimmy Gander
District 4
Chair

Carlton Whaley
District 5
Vice Chair

An Equal Opportunity Employer

FCSB

Project Wish Lists

KIRVIN	MARSHALL	MARTIN	SHIVER	THOMPSON
Replace ballasts and install LED lighting	Security gatehouse	Pre-K Building	Replace ballasts and install LED bulbs in all lighting fixtures	Bus Barn
Fix or replace marquee	Pre-K Building	Construct administrative offices on FCS grounds	Playground improvements	Fuel Station
Install security gate	Fuel Station	Fuel Station	Refinish gym floors	Refinish gym floor
Refinish gym floor	Bus Barn	Bus Barn	Install security gatehouse	Playground improvements
Playground improvements	Swimming Pool	Auditorium	Replace marquee	Construct new district office on FCS campus
Fueling station	Construct Board Room/Administration offices on FCS campus		Install fueling station	
Bus barn			Bus Barn	

Search Form Results

Response Needed? ☐

Response Complete? ☐

Meeting Date 2/10/2004

Meeting Type: Regular School Board Meeting

Topic ID

1.04

Memo A. Mr. George Allen/Eastpoint Water and Sewer District Board Member

Description Chairman Gander introduced Mr. George Allen, a member of the Eastpoint Water and Sewer District Board.

Chairman Gander asked if anyone from the audience would like to address the Board.

Ms. C.J. Ogles read a prepared statement (attached) to the Board.

Mr. Allen was before the Board to explain a situation that the EWSD had and was asking for support of the FCSB. He said the Eastpoint Water and Sewer District is currently operating its water treatment facility at approximately 75% of capacity.

The Franklin County Commission had said that a piece of property owned by St. Joe would best meet the needs of the EWSD and EWSD had set aside the money to purchase the acreage at Teresa Lane and Highway 65 across from the landfill.

But currently St. Joe has said that they thought the needs of Franklin County Schools might be met better than EWSD and that EWSD would need a release of interest from the FCSB before they would release for sale to EWSD.

Chairman Gander, the Board, Supt. Gander nor Asst. Supt. Clark knew of no offer that had been made to the school system for this property.

Chairman Gander said they would like to finish the Special Facilities process the Board was beginning and have more information before making a decision about the release to EWSD. The FCSB needed more information and Chairman Gander suggested that Mr. Allen be placed on the agenda of a special meeting that would occur before the end of February.

Action

Motion

Second

Search Form Results

Response Needed? ☐

Response Complete? ☐

Meeting Date 2/24/2004

Meeting Type: Special Meeting

Topic ID

5.07

Memo A. Best Teaching Salary Career Ladder Program/District Plan
B. Special Facilities Construction Account (S. Carnley)
C. Mr. George Allen - Eastpoint Water and Sewer District Board

Description Mr. Hinton moved to approve item #3, second by Ms. McKnight. There was no discussion. The motion carried.

Chairman Gander presented Mr. John Watson of CR&A to discuss item #3B on the agenda.

Mr. Watson began by discussing the packets Mr. Carnley had presented to the Board in their packets. The Facilities Plant survey is due. There are two ways to go.

The Board could choose to do business as usual and stay with same buildings with some renovations and repairs, or choose to construct a new K-12 school. All the students would be transferred to the new K-12 when complete and the other buildings could be used for other purposes.

If the Board decided to go with an application for Special Facilities Funding then they would adopt new school survey. If the Board decides not to go in that direction then they would adopt the survey to conduct business as usual. Mr. Carnley, Finance Director, needs a valid survey in order to know how to spend PECO and construction funds allocated to the District from Tallahassee.

He continued to explain that the Special Facilities program helps small counties when they are unable to raise sufficient funds for construction projects. The state agrees to supplement the district's funds but the project must be found on Franklin County's current plant survey.

When the project is decided upon the district's Capital Outlay funds must be designated for three years. After that period of time there is zero debt to the Franklin District for the new school.

The State would complete a quality school which would even include books for the library and Technology/ Science Labs. The school would be expected to last fifty years. The forms include the amount of money to fund this particular school. The school capacity is important, it must house students today and for the future.

The third item in the packet is a Board Resolution that is a basic commitment for FCSB with the State of Florida. Mr. Watson went over some of the items covered in the resolution. The state would build a K-12 school for the estimated money for three years. The District would pledge 1.5 mills of 2 mills to new projects for three years. The new school is estimated to cost \$24 million of which the District would be responsible for approximately \$10 million. This plan enables the district to be debt free in three years as far as the school is concerned and then all funds can be put back in the District coffers.

Timing is critical because DOE is putting the budget together for the next year. He said only one other district was known to be considering this funding currently.

Chairman Gander stated that the first step was to put in the application.

Mr. Watson said the end of February is the deadline-the final hour.

Chairman Gander stated that there would continue to be approvals down the line.

The first order of operation is for a Pre-Application Committee to investigate and determine if FCSB project is applicable. Once that committee agrees it is a good project then the Board

needs to select a site. Mr. Watson suggested that the Board have two or three sites in mind. The Board does not have to buy the site but have them ready for inspection.

C R&A would help to look for a piece of property as part of their contract. They can determine if site is suitable for a school. Utilities would be a larger consideration when choosing a site. If water and sewage is not available the the school would have to go into the water and sewage business which may involve hiring of a licensed operator. His suggestion was to opt for something with utilities or where utilities could be supplied in two months.

The \$24 million is for the school only and does not include the price of the land but the state would purchase the property.

Ms. McKnight discussed what constituted the center of the county and asked the cost of a self contained water/sewer system.

Mr Watson suggested about \$1million.

Ms. McKnight then asked about the projected 1015 student population.

Ms. Watson said if needed the initial construction can be done to allow for add-ons.

Chairman Gander felt it would make sense to spend money to tap into existing water/sewage lines.

There was further discussion of the growth possibilities of the student population and how the new school could be utilized in case of fast growth . One of the suggestions was that at that time the new school would be converted to a 7-12 or 9-12 and build a new elementary school. There is flexibility in the how to alter the school use in the future depending on future growth.

Mr. Thompson asked how much land would be required. Mr. Watson said that a minimum of twenty one acres is required, ie, twenty one "usable acres". The Board may need to purchase thirty acres in order to have twenty one usable acres.

Chairman Gander discussed the possibility of the District Office and Bus Barn being centralized also. Mr. Greg Kelly said the master plan could be so designed.

Ms. McKnight asked if the lasnd would include room for gyms, etc. She said a sewage processing plant would require more property. This could possibly take fifty acres.

Mr. Thompson asked if Franklin County could be turned down by the committee. Mr. Watson said they could but in all the time of the program only one school had been turned down and the next year they were approved.

Asst. Supt. Clark lead a discussion about the Ed Plant Survey within which Ms. McKnight asked if the Ed Plant Survey could be done annually. Mr. Watson recommended every year even though it is only required every five years.

The approximate timeline for construction was that 2005 would be the earliest that the money could be received and would take eighteen months to complete the construction of the new school with approximate completion in 2007.

There is flexibility in planning even until the day the doors open.

Ms. Martin asked if there would be definite separation between high school and elementary school.

Mr. Watson assured her there would be.

Chairman Gander called for a motion on which survey to adopt.

Mr. Thompson moved to accept new K-12 survey, second by Mr. Hinton.

There was questions from Mr. Frank Stephens which had been ansvere in the previous discussions.

The motion carried unanimously.

Mr. Hinton moved to adopt the resolution, second by Mr. Thompson. The motion carried.

At this time Mr. Hinton wanted to vote on a concept that the population center or within five

mile radius in order to start property search.

Mr. Watson said that CRA would like to get with county and city sewer/water people to decide where to put school.

Ms. McKnight said if the possible location east of Yent Bayou was owned by the state would it consider donating that land.

Mr. Watson said maybe a land swap.

Chairman Gander asked CRA to talk to Eastpoint Water and Sewer Department.

Mr. Hinton moved to adopt a conceptual agreement of center of county along 98 and a five mile radius for property search, second by Ms. McKnight. The motion carried.

Mr. Hinton moved to allow CR&A to do the landsearch, second by Mr. Thompson. The motion carried.

Action

Motion

Second

Search Form Results

Response Needed? ☐

Response Complete? ☐

Meeting Date 1/17/2006

Meeting Type: Regular School Board Meeting

Topic ID

1.04

Memo A. Eastpoint Water & Sewer - George Allen & Hank Garrett - ADDED (as #3 on the agenda after the minutes approval and all other items would drop down one number on the agenda.)

Description Mr. George Allen and Mr. Hank Garrett, Eastpoint Water & Sewer District, concerning needs for the new facility. The discussion included the number of gallons needed and a means of handling sewage.

There was further discussion of time lines for designing, permitting, bidding and construction in order for EWSD to meet the target date of August 2007.

In the discussion of cost, one of the major concerns was that the Board not pay for developers share of water and sewer system.

Action

Motion

Second

Search Form Results

Response Needed? ☐

Response Complete? ☐

Meeting Date 4/6/2006

Meeting Type: Regular School Board Meeting

Topic ID

1.04

Memo A. Mr. Bert Valery - Valery Insurance - Retiree Supplemental Insurance Plan - POSTPONED
B. Mr. Larry Watson
C. Mr. Bob Connors - Franklin's Promise Coalition, Inc.
D. Mr. Hank Garrett - East Point Water & Sewer District

Description Mr. Larry Watson of Progress Energy presented 120 books entitled "Turtle Tracks" to the fifth graders of Franklin County Schools.

The Board members took this opportunity to discuss some of their Progress Energy concerns with Mr. Watson. Mr. Watson agreed to meet with Mr. Greg Kelly of CRA.

Mr. Bob Connors of Franklin's Promise outlined to the Board a number of his organization's projects.

Mr. Hank Garrett of Eastpoint Water and Sewer District discussed their price proposal to the Board for provision of water and sewer service to the new school facility.

Mr. Greg Kelly, CRA, said that the price presented would be a good price, but would know more when he was presented a breakdown of the price.

Ms. Butler asked the cost of engineering.

Mr. Garrett said about \$400,000 would be the school's engineering cost to get the service to Highway 65.

Mr. Garrett said EW&SD would not spend money to survey property without commitment from the school board to use EW&SD as provider of water and sewer.

Ms. Butler and Chairman Gander requested a breakdown of the sum total cost presented to the Board.

Mr. Hinton moved to have Attorney Sanders and the Administrative Staff draw up an agreement with EW&SD to use them as the water and sewer supplier, second by Mr. Butler.

Mr. Garrett assured the Board they would only pay for what they would get and not for service to others.

Chairman Gander was also interested in a ceiling on the price.

Attorney Sanders asked Mr. Garrett if he paid the engineer \$15,000 did he anticipate the engineer advising the EW&SD that the plan was inconceivable or are they expecting the engineer this is how it can be done and that it might cost more than \$1.2 million estimate.

Mr. Garrett said "no, a lot of the fees will be the same." He further said that the engineer designing the line and a contractor bidding on it would be the things that might change.

Attorney Sanders asked Mr. Garrett if he anticipated them putting it out for bid and he would not say for sure who would install the line.

Attorney Sanders then asked about the 16.5 acres to be allocated for a spray field owned by FCSB.

She asked if it would cover the flow as the school is proposed to be built.

Mr. Garrett agreed the estimate was for the flow the school site engineer gave the EPW&SD,

not any additional Buildings or anyone else in the Eastpoint District.

She asked Mr. Garrett if EPW&SD had to own the land.

Mr. Garrett said they would feel better by owning the property. He explained that if the property is not fenced with no public access then they are held to a higher standard which would include 24/7 operator.

After further discussion about ownership versus leasing between Attorney Sander and Mr. Garrett they postponed any more discussion about ownership of the property.

Mr. Garrett invited someone to attend the EPW&SD Board meeting. Chairman Gander asked Superintendent Gander to appoint someone. Mr. Charlie Wilkinson was appointed.

The motion carried.

Action

Motion

Second

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DetailID

1428

Response Needed? ☐Response Complete? ☐

Meeting Date 8/10/2006

Type: Regular School Board Meeting

Topic ID 1.03

Memo A. FCSB Attorney Barbara Sanders
B. Superintendent Jo Ann Gander

Description Attorney Sanders reported her attendance at the Eastpoint Water and Sewer District Board meeting. The issue of FCSB owned land being relinquished for drain field had been discussed further. She felt the engineer was committed to recording an amount to be charged that would be acceptable to the FCSB.

Chairman Gander said the Board had never discussed the donation of land to Eastpoint Water and Sewer District.

Chairman Gander also stated that EPW&SD received 49 acres from St. Joe because FCSB released St. Joe from the promise of the land to FCSB. He said that property could be used for a spray field. He questioned why EPW&SD would want FCSB property. He was of the opinion the they did not need the school board's land.

Mr. Hinton continued to express a desire to build affordable housing on Highway 65 acreage.

Chairman Gander wanted a stated amount of acreage required for a spray field.

Attorney Sanders added "and the methodology for determining that acreage".

Chairman Gander said the Board had agreed to the cost but had never agreed to give EPW&SD land.

There was discussion about cost comparison with Greg Kelly, project architect, of building a alternative water and sewer systems for the new school or contacting with EPW&SD. Mr. Kelly told the Board getting a permit would be an issue.

The need for water and sewer service by April 1, 2007 at the new school site was the reason for a request from the Board for something to be done at the next meeting to reach that deadline.

Attorney Sanders asked the Board if they would be interested in noticing a joint meeting with EPW&SD. The Board agreed and August 17, 2006 was set for the Board to join EPW&SD in noticed joint meeting at their office.

Superintendent Gander discussed the new school year. She issued information on estimate of students and teachers needed for those students requested by the Board.

Ms. Martin asked if a coach was in place for the f football team at Apalachicola High School.

Mr. Nic O'Grady addressed the Board about his efforts to acquire a coach and his lack of success.

Mr. Mike Todd met with the football team. The students had signed a commitment to practice twice a day, realizing if the numbers dropped the team would fold.

Ms. Butler was disappointed that Mr. Charles Wilkinson, the liaison for the new school, had been unable to attend the Chamber of Commerce meeting but she complimented Ms. Diane

McGrath on her good presentation.

Ms. Butler had the opinion that the business community does not support the school system positively.

Chairman Gander asked about the appointment of Athletic Director and Principal for the new school and the salary schedule for these positions.

Chairman Gander felt there should be a salary schedule in place and suggested that the position of principal and athletic director be advertized by January 1, 2007.

Superintendent Gander asked for clarification on how the position should be advertized.

There was discussion about how to structure the administration of the consolidated school in order to know what job descriptions and salary schedule to create and advertize for.

Mr. Clark said the administration needed to look at student count and teacher need for new school and use as a working document. He thought the Board needed to see staffing plan with job descriptions for new school.

Chairman Gander suggested an interagency agreement with Gulf County so students can go to school in either county but FTE stays in home county.

Action

Motion

Second

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DetailID

1517

Response Needed? ☐Response Complete? ☐

Meeting Date 11/9/2006

Type: Regular School Board Meeting

Topic ID 1.03

Memo A. Attorney Barbara Sanders

1. Student Final Orders

B. Supt. Jo Ann Gander

1. Karen Brown - Coordinator - International Baccalaureate Programme at Rutherford High School & Bill Fussell, Executive Director - Florida League of International Baccalaureate Schools (C. Wilkinson)

Description Attorney Sanders reported that she was working on a draft of agreement with engineers concerning finalizing an agreement with Eastpoint Water and Sewer District.. The Chair asked her to hold off on the process.

She presented a set of final orders from a student discipline hearing on October 23, 2006, for approval. Ms. Butler so moved, second by Mr. Hinton. The motion carried

Ms. Karen Brown and Mr. Bill Fussell gave the Board an overview of the Internationale Baccalaureate Programme. After their presentation they answered questions from the Board and the audience.

Chairman Gander asked Supt. Gander if she would be bringing an International Baccalaureate Programme recommendation back before the Board or continue research of the program. She replied that research would continue.

Mr. Richards and Ms. Martin thanked everyone for a job well done, that had worked on the Franklin County School float entered in the Seafood Festival Parade.

Chairman Gander commented that the "Old Timers Game" was enjoyed by all who attended.

Chairman Gander asked if the Board could get a recommendation for consolidation for the next year, 2007-2008 school year.

Superintendent Gander replied that the administration was waiting for a recommendation for a temporary plan from Clemmons, Rutherford and Assoc.

Ms. Butler requested information about listings for the new principal advertisement.

Action**Motion****Second**

Search Form Results

Response Needed? ☐

Response Complete? ☐

Meeting Date 4/23/2007

Meeting Type: Special Meeting

Topic ID

5.03

Memo Water and Sewer Update (M. Clark)

Description Mr. Mikel Clark, Asst. Superintendent, had spoken to Mr. George Allen, Eastpoint Water and Sewer District, and was expecting an agreement between Franklin County School Board and EPW&SD by Wednesday.

If no agreement was forthcoming then Chairman Gander said to look at other options.

Mr. Casey Kelly, Peter Brown Construction, has a deadline for water and sewage needs if the finished part of the new School is ready by date expected by FCSB in order to house students.

Mr. Dan Rutherford reported to the Board there were other options for sewage treatment on the adjoining property of Gramercy Plantation, which were already in possession of a permit for a 110,000 gallon sewer plant. There was discussion of pretreatment for school effluent in order to use Gramercy's wastewater treatment plant.

Discussion about devision of cost of plant between Gramercy Plantation and Franklin County School Board would be in order. Gramercy has five homes on it at this time so cost would need to be prorated.

Chairman Gander suggested that the Board research further establishing its own sewer plant if no agreement was forthcoming from EPW&SD Wednesday.

The wastewater at Gramercy could/would be "reuse" water; utilized for watering all of the proposed sports fields.

The Gramercy/FCSB agreement would be drawn up - including bullets of what has to be included per the engineers on the project -technical points- by Attorney Sanders. When agreement and permits are all in place sewage provision would be up and running in four to six months.

There would still be the need for water for the school facility from EPW&SD.

Action

Motion

Second



Jo Ann B. Gander
Superintendent

Franklin County Schools

Administrative Offices
155 Avenue E / Apalachicola, Florida 32320
Phone (850) 653-8831
Fax (850) 653-8984
www.franklincountyschools.org



Striving for Excellence

Board Meets First Thursday
After First Monday in Each Month

May 1, 2007

Jo Ann B. Gander, Superintendent
Franklin County School Board
155 Avenue E
Apalachicola, FL 32320

Dear Mrs. Gander,

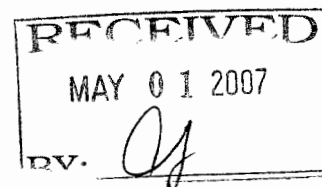
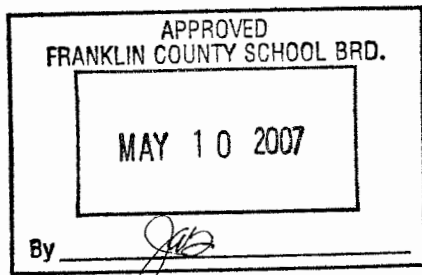
On April 25, 2007, Mr. George Allen delivered to my office a proposed Interlocal Agreement from the Eastpoint Water and Sewer District. The document was forwarded to your office and to Mr. Greg Kelley, Project Architect, and Mr. Robert George/Mr. Dan Rutherford, engineers, for review and possible recommendations.

I am hopeful that a special meeting will be needed to take action regarding the Water and Sewer Project prior to the regular meeting of the Franklin County School Board. In the event an earlier meeting is not held, please add the item "New School Water and Sewer" on the regular agenda for action, if needed.

Thank you.

Sincerely,

Mikel Clark
Assistant Superintendent



DENISE D. BUTLER
District 1

DAVID HINTON
District 2

TERESA ANN MARTIN
District 3
Vice Chair

JIMMY GANDER
District 4
Chair

JOHN RICHARDS
District 5

Search Form Results

Response Needed? ☐

Response Complete? ☐

Meeting Date 5/10/2007

Meeting Type: Regular School Board Meeting

Topic ID

5.03

Memo

A. New School Water and Sewer (M. Clark)

B. ***Pre Contract Pay for Coach Bill Sharpe (Supt. Gander)

Description

Ms. Martin moved to accept agreement, second by Ms. Butler.

Superintendent Gander stated, "Just to clarification, what are we accepting?"

Ms. Butler responded, "Option 1, doing water and sewer with Eastpoint Water & Sewer District."

Chairman Gander added, "That would have to be, if I could get you to amend, with our attorney approving the agreement."

Ms. Martin stated, " with attorney's approval"

Chairman Gander felt they had negotiated for over a year and did not think they could afford another year of their tactics.

It was the general consensus of the Board that they needed to move on.

The motion carried 4 to 1. Ms. Martin, Chairman Gander, Mr. Hinton, Ms. Butler voted "yea".

Mr. Richards voted "nay".

Ms. Butler moved to approve item 7B, second by Mr. Hinton. The motion carried unanimously.

Action

Motion

Second

Search Form Results

Response Needed? ☐

Response Complete? ☐

Meeting Date 10/4/2007

Meeting Type: Regular School Board Meeting

Topic ID

1.04

Memo A. Dr. Wayne Blanton, Executive Director - Florida School Board Association
B. Peter Brown Construction - School Construction Update -
ACTION IF NEEDED(S. Camley)
C. Marcia Hilty - Guardian Ad Litem Program

Description Dr. Wayne Blanton, Florida School Board Association, addressed the Board. He presented Representative Will Kendrick with a legislative award given to only two House Representatives and two Senators each year. Dr. Blanton commented that Kendrick is an advocate for "2 mil flexibility". Dr. Blanton presented him with the FSBA "Legislator Award for 2007".

Representative Kendrick congratulated the Board and Superintendent for "raising the bar" by allowing personnel to blossom...and allowing kids to be all they can be. He commented that great strides had been made through the consolidation issue. He went on to say it is a pleasure to work on behalf of the Board for additional funding...stating that Mr. Clark has worked very hard on that third phase of funding which, he added, was something that normally doesn't happen. He said it was "working together and consensus and team."

Representative Kendrick spoke about the current effort for flexibility in funding - pointing out that it would open the door for Franklin County and that it would help 38-39 other districts.

Dr. Blanton, responding to a question from the Chairman regarding the possible use of the flexibility in this year's budget, said "if it passes and the governor signs it will give the flexibility within this year...which is what you, Mikel (Clark), have asked for on several occasions."

Mr. Casey Kelly, Peter Brown Construction, gave the Board a construction update.

The construction was on same path as last month. Hard tile had been installed and half of the roofs were on. The construction is moving on with athletic facilities such as fields, etc. Ninety percent of the design is done on the buildings and should be 100% in about a week and a half so pricing on the athletic buildings can begin.

The construction is moving into Phase II of "off site" water and sewer. The critical path for October is to get enough water on the site to turn on the HVAC system.

Chairman Gander informed the other members of the Board that Peter Brown Construction was permitted and ready to lay agreed upon 6" line pipe and East Point Water and Sewer wanted an 8" line installed creating a delay.

Mr. Kelly confirmed.

Chairman Gander had talked to Mr. Hank Garrett of EPWSD and Mr. Garrett assured the Chairman he would do everything he could to expedite the process.

Mr. Kelly said that the permit had been received that day, October 4, 2007. It had delayed the construction schedule by two weeks.

Chairman Gander stated that the Board agreed to lay a six inch line and if EPWSD wanted to upsize the line they would be responsible for paying for it. His position was that legally if the pumping station had to be upgraded, or there were any kind of entries into the 8" line EPWSD would have to pay for it.

Mr. Kelly said the pump size did not have to be increased but EPWSD is now requesting that every 6" line the future 12" permanent water line crosses be tied in to it. Those tie ins would be at the expense of EPWSD.

Mr. Kelly clarified that the Board should understand that tying the 6" lines into the 12" line would slow down laying the the pipe process.
There was discussion about, when the water had been turned, on the pressure had been insufficient to supply water to construction site and the county jail site simultaneously, therefore the water to the construction site had to be turned off.

The engineer said the water was turned on too fast - the amount the valve is opened needed to be reduced.

Mr. Kelly stated that a certain of amount of flow and pressure are required to turn on the HVAC.

Chairman Gander indicated that the current discussion about the water pressure was about the temporary line for construction and not a permanent line to the school site.

Mr. Kelly's concern was that if valve was turned on 1/4 open or 1/2 open, would there be enough water and pressure to maintain the HVAC system. The solution was to fill the system at night so when it is opened for what is needed on site that it will maintain adequate pressure on the HVAC.

Mr. Kelly stated that the receipt of the permit would allow the continuance of the 8" line and that pipe would be going in the ground by Monday and about 3/4 mile of the 12" water line has been layed.
This ended the Peter Brown Construction update.

Mr. Richards discussed the road which would be a back road from the school property. The County Commission had asked were the Board was in the plan for that road.

Mr. Clark indicated maybe the road could exit through Gramercy Plantation. He said there had been no commitment for funding from the Franklin County Commission. It was discussed that if Gramercy Plantation agrees then the FCSB could go back to the County Commission and see what they could do.

Ms. Marcia Hilty, spokesperson, Guardian Ad Litem Program addressed the Board. She stated that there are 25 neglected children in Franklin County, 10 years or younger and only three volunteers providing advocacy.

She explained the operation of the program. An advocate is appointed to a case by a judge.

The parents have a lawyer and the Department of Children has an attorney and the child waiting needs a representative. The court appointed Guardian Ad Litem determines, through an investigative process what has happened relating to the child, and what needs to happen for success in relation to the child.

Ms. Hilty was asking for help. She has a staff of eighteen and 275 volunteers. She pointed out that children need volunteers from the community who know how to pick up the phone and make something happen. She informed the Board there are training sessions for volunteers and the next session would be in Wakull County.

Action

Motion

Second

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DetailID 2377

Response Needed? ☐Response Complete? ☐

Meeting Date 11/12/2009

Type: Regular School Board Meeting

Topic ID 1.03

Memo

- A. Barbara Sanders, FCSB Attorney
- B. Nina Marks, Superintendent
- C. Board Members
 - 1. George Thompson
 - a. Parking Lot

Description Attorney Sanders assured Board she would take under advisement the suggestions by the Board members, in the prior workshop about the items that were discussed and would bring back to them a revised version at a later date.

Ms. Marks reported a list of things which had been done since the last Board meeting. She also advised the Board the alternate for the Value Adjustment Board they had suggested had declined and she needed other suggestions from the Board for a community business owner. Ms. Martin suggested Ms. Tammy Rae Hutchinson and Mr. Hinton suggested Mr. David Butler as possibilities.

Ms. Marks explained she needed a date and time the Board could be available for a presentation to them by City of Carrabelle. The Board agreed any Monday after 4:00 p.m.

Superintendent Marks asked Attorney Sanders if the discussion before the Board by Mr. George Oehlert and the article in the newspaper about the change in school shirt policy would suffice as advertisement for that change.

Ms. Sanders stated that it would not. The change in shirt policy would need to be advertised like all policies are advertised and it could be done at the same time the bus policy is advertised.

Mr. Mike Todd, Athletic Director, gave the Board an update on the sports activities. This is another building year for the men and women's soccer teams, the volleyball season is over and the football team will finish at 5-5 if they win their last game.

Mr. Thompson stated that his concern had been already been addressed and he had nothing further to add.

Chairman Gander addressed the Bus Barn/Sprayfield issue. He stated that so much of the land is unusable that the Board should ask Eastpoint Water and Sewer District to renegotiate. The original need for the sprayfield acreage was to accommodate 1300 students but now only acreage for 800 students is required. He suggested negotiation soon in order to get the bus barn up and going.

Mr. Hinton suggested the Board should go to court based on his opinion that EPWSD had charged the Board an impact fee by requiring their property on Highway 65 as a sprayfield for the Franklin County School.

Attorney Sanders agreed it was not right to charge the FCSB an impact fee. She further stated that in her opinion this is an impact fee.

She advised the Board they would need to hire outside counsel for any proceeding since she will be a witness.

The Board appointed Chairman Gander to go before the EPWSD and negotiate to amend the land agreement.

Ms. Martin asked about updating of the website to which Superintendent Marks replied with a list of things that had been done by Ms. Jeanette Malone including adding new software.

She asked about the gym floor and the finance position. She was told the gym floor is finished and the advertising for the finance director position would close the next day, November 13 with six or seven applications sent in already.

Mr. Hinton had no comments at this time.

Mr. Whaley commended Mr. Oehlert on the new custodial scheduling but remarked that the FCS is lacking in the area of lawn care. He stated that this time of year the the grass could be cut every two or three weeks and be maintained to look well, summertime it has to be continually cut. Mr. Whaley's opinion was that a lawn care company be hired to take care of the lawns or designate a custodian to be the lawn care person.

Mr. Robert Coursey informed the Board that Tru Green had come from Tallahassee to study dimensions for putting down insecticides and fertilizers. Tru Green would be sending Mr. Coursey separate quotes for grounds care and athletic field care. Mr. Coursey advised the Board this does not include the cutting of the grass.

Chairman Gander's concern was the cutting of the fields. He discussed that equipment had been purchased to cut grass.

He agreed with Mr. Whaley that either a person be assigned grass cutting as their responsibility or get some quotes and do it from the outside. Mr. Coursey stated he would do it anyway the Board wanted him to do it.

Mr. Whaley asked if a motion was needed and Chairman Gander responded that the District staff could bring back recommendations to the Board.

Action

Motion

Second

Search Form Results

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DetailID 2400

Response Needed? ☐Response Complete? ☐

Meeting Date 12/10/2009

Type: Regular School Board Meeting

Topic ID 1.03

- Memo**
- A. Barbara Sanders, FCSB Attorney
 - B. Nina Marks, Superintendent
 - A. Appointment of FSBA Legislative Liaison Alternate

Description Attorney Barbara Sanders discussed the Franklin County Forestry Scholarship. After discussion, the language "to be renewed annually by the FCSB at the November Organization Meeting" was to be added.

Mr. Whaley moved to accept the Franklin County Forestry Scholarship with stated addition, second by Mr. Hinton. The motion carried unanimously.

Superintendent Marks presented the Board with an article printed in the PAEC newsletter, Horizon, featuring the FCS Culinary Class, a letter from Mr. Roy Carroll, a letter from Mr. George Oehlert, Principal, FCS, entitled "Get Motivated Better. She also presented the Board with a packet of information about "Race to the Top" with a "Memorandum of Understanding" attached. She asked that the Board become familiar with the information prior to the January meeting.

Mr. George Thompson agreed to his appointment by the Board as the Alternate Legislative Liaison.

Mr. Thompson moved to allow Superintendent Marks to appoint a community business owner for the Value Adjustment Board, second by Ms. Martin. The motion carried unanimously.

Ms. Martin asked the status of hiring of new Finance Director. Mr. Carnley responded that it was being advertised. She asked about the new gym for elementary and Chairman Gander responded that he would check on the grant money. Ms. Martin sparked a discussion about the elementary classes not allowed to visit the media center. Mr. Oehlert responded that space is the issue. Further discussion followed that a sound barrier partition should be placed in the library between the elementary and secondary use area.

Chairman Gander reported he would be attending a meeting of Eastpoint Water and Sewer District December 15.

George Oehlert, Principal, FCS reported he would be taking 10th Grade honor students along with 9th and 11th Grade class presidents to a "Get Motivated" seminar on January 25.

Action**Motion****Second**



February 9, 2010

Mr. Jimmy Gander, Chairman Franklin County School Board
85 School Road
Eastpoint, FL 32328

Dear Jimmy:

Thank you for the opportunity to meet with you in your office on January 25, 2010. Our discussion centered on the attached Inter-Local Agreement and the completion of the spray field on school board property adjacent to the Franklin County Sheriff's Department.

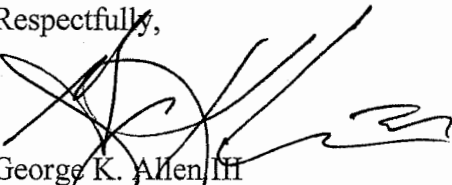
The position of the Eastpoint Water and Sewer District is that the completion of the spray field is necessary for the Eastpoint Water and Sewer District to serve the wastewater treatment needs of the Franklin County Consolidated School into the foreseeable future. Though it is not urgently needed today, due to lower than normal usage, it will ultimately be required. Therefore, if you would like to postpone construction for two (2) or possibly three (3) years, we would likely be able to work with you on this point.

The application and design work for the spray field facility has been submitted to DEP for their approval. We received a call from DEP recently inquiring as to when the additional information they had requested would be forthcoming. We notified your engineer of that request. You may want to contact your engineer pertaining to that submittal. Once the permit is granted, you would have five (5) years to complete the project.

Additionally, the Eastpoint Water and Sewer District has not been supplied with a Bill of Sale and As Built Drawings as provided for in paragraph 10 of our Interlocal Agreement. Both the Bill of Sale and the As Built Drawings provide obligation and ability to the Eastpoint Water and Sewer District for maintenance of infrastructure.

Again, thank you for your considerations of these matters. We look forward to servicing the needs of your beautiful new facility.

Respectfully,



George K. Allen, III
Administrator, Eastpoint Water and Sewer District

GKA/lw

George & Associates
Consulting Engineers, Inc.



October 19, 2009

Jimmy Gander
Franklin County School Board
85 School Road, Suite One
Eastpoint, Florida, 32328

RE: Eastpoint Wastewater Sprayfield

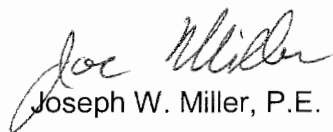
Dear Mr. Gander,

I am contacting you regarding the sprayfield that is planned for the School Board property on Highway 65 north of the jail. This sprayfield is a requirement of the Interlocal Agreement between the School Board and EPWS. The plat of the site for construction of the sprayfield is approximately 26 acres. A survey of the site and the plans for the proposed sprayfield are attached. A wetland delineation has been conducted and approximately 11 acres of the site is unusable for the sprayfield due to wetlands and required set backs distances. The attached survey indicates the wetlands with the line designated "W".

George & Associates, under contract with CRA, has completed the sprayfield design and has submitted it to FDEP for permitting. The sprayfield will require the approximately 14.6 acres to treat the agreed upon volume. This includes 10.6 acres for irrigation and approximately 4 acres for set backs. The volume of treatment agreed upon in the Interlocal agreement is 40,000 gallons per day. We can not use the wetlands as sprayfield area per FDEP regulations. The infiltration capacity of the soil is the factor that determines the amount of area required to treat this designated volume. If the area available for the sprayfield is reduced it will proportionally reduce the treatment volume capacity.

We will be glad to met with you and discuss our plans and any options that are possible. It does not appear to me that there is sufficient space for a bus barn with the required 100 foot set backs and a 40,000 gpd sprayfield. Please feel free to call me at the number listed below if you have any questions or comments. Thank you for your assistance with this matter.

Sincerely,



Joseph W. Miller, P.E.

Cc: Greg Kelley, CRA

P:\Projects\08-5065\Correspondance\Ltr - FCSB_Gander_101609.doc

The Central Policy Board

Thursday, October 21, 2010

A6 | The Times

REQUEST FOR PROPOSALS

The Franklin County District School Board is requesting proposals for licensed professional architectural services for minor projects costing \$3,000,000 or less. Projects will consist of new construction and remodeling, renovation, maintenance, repair and site improvements requiring architectural and engineering design services. The services will be provided under contract for a period of five (5) years. Proposals shall be submitted to the Franklin County District School Board, 85 School Road, Suite 1, Eastpoint, Florida 32328, no later than 1:00 P.M., EDT, October 28, 2010. Proposal envelopes shall be marked RFP Architectural Services. The Franklin County School Board reserves the right to reject any or all proposals. Questions or requests for information can be addressed to Roy Carroll, Director of Financial Services, at (850) 670-2810, ext. 4104, or (850) 899-8831.

CHAPTER 7.00 - BUSINESS SERVICES

SELECTING PROFESSIONAL SERVICES

7.71

In accordance with state law, architectural and engineering services shall be solicited through an application procedure. Except in emergency situations, the Board shall publish a legal advertisement in a local newspaper of wide circulation, describing the project or projects for which services are required and specifying the application procedure. A professional services contract shall be negotiated and recommended to the Board.

The Superintendent or designee may authorize outside consultants to provide professional reviews, assistance, or training to divisions, departments or schools.

Full or part-time employees of the Board shall not contract for additional services to the Board as program consultants.

STATUTORY AUTHORITY: 1001.42, F.S.

LAW(S) IMPLEMENTED: 287.055, 1001.43, 1001.51, 1011.06, F.S.

STATE BOARD OF EDUCATION RULE(S): 6A-1.012, 6A-2.0010

HISTORY: ADOPTED: 01/08/04
REVISION DATE(S): 09/07/06, 07/27/09, 08/05/10
FORMERLY: FEB

Charlotte Smith

From: "Barbara Sanders" <bsanders@gtcom.net>
To: "R Carroll" <rcarroll@franklin.k12.fl.us>; "Barbara Sanders" <bsanders@fairpoint.net>
Cc: "Sam Carnley" <carnley_w@firm.edu>; "Charlotte Smith" <smith_c02@firm.edu>; "N Marks" <nmarks@franklin.k12.fl.us>; "Donna Duncan" <ddduncan@fairpoint.net>
Sent: Thursday, October 28, 2010 7:44 AM
Subject: RE: Architect RFP

Dear Roy: As each RFP comes in, it should be dated received on the outside of the envelope and left sealed. I would devise a container to put them in (a box will do) and then I would keep the box in the vault. Bring the bids to the meeting. Make sure that Charlotte puts "Opening Bids" on the agenda. At the time of the opening, you will open the bids in public, announcing the receipt of each. You will then ask the Board to table the acceptance while you can go in the office behind the meeting room and rank the bids. When you are ready to resume with the Board, the Chairman can come back to you and you can announce the ranking. Have you looked at the statute about professional services bidding? Barbara Sanders

From: R Carroll [mailto:rcarroll@franklin.k12.fl.us]
Sent: Wednesday, October 27, 2010 3:46 PM
To: Barbara Sanders
Subject: Architect RFP

Hi Barbara.

How should I handle the sealed Architectural Services RFP's as they begin to come into my office. Is it okay to keep them in my office after I confirm date and time received, or do I ask Betty Stevens to store them in the vault room.

I am under the assumption I bring them to next Thursday's board meeting and deliver them to you.

Please advise.

Thank you,

Roy Carroll
 Director Financial Services
 Franklin District Schools
 (850) 670-2810 ext 4104

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10/28/2010

From: "R Carroll" <rcarroll@franklin.k12.fl.us>
To: "C Smith" <csmith@franklin.k12.fl.us>
Date: 11/29/2010 12:30 PM
Subject: Fwd: Franklin presentations

Charlotte, This is the information for the meeting tonight.

Roy Carroll
Director Financial Services
Franklin District Schools
(850) 670-2810 ext 4104

-----Original Message-----

From: "R Carroll" <rcarroll@franklin.k12.fl.us>
To: crobinson@dagarchitects.com, sweeks@clemons-rutherford.com,
ijohnson@jparchitects.com, dvincent@jra-architects.com,
randy@mldarchitects.com
Cc: "N Marks" <nmarks@franklin.k12.fl.us>
Date: Wed, 24 Nov 2010 11:41:11 -0500
Subject: Franklin presentations

Hi everyone.

The Franklin District School Board met November 22nd to consider the Architectural RFQ proposals submitted for minor projects. The board made the decision to invite the 5 top rated firms to make presentations to the board on Monday November 29th.

The presentations will be in the Willie Speed School Board room located at: 85 School Rd, Eastpoint, FL 32328

As you arrive in the front parking area the board room will be to the back of the campus to the left. There is a waiting area inside the building. Please wait in this area until asked to come in to the board room. I will escort you in and out of the presentations.

The board stipulated a 10 minute presentation time followed by a 5 minute Q&A time. Your scheduled presentation times are as follows:

5:10 PM	DAG Architects
5:25 PM	MLD Architects
5:40 PM	JRA Architects
6:00 PM	JP Architects
6:15 PM	CRA Architects

This is an opportunity for you to speak as to why your firm should be given opportunity to assist the Franklin School District with the minor projects. The board will also expect your firm to share as to how your fees are structured from your experience with similar minor projects.

Each of you were kind enough to leave enough copies of your RFQ for each of our board members. Of course, you are also free to bring materials of your choosing. Due to time constraints the use of PowerPoint or other similar media cannot be accommodated.

At this present time, the Franklin School District is considering the following projects, subject to change:

- **Lift station at CS campus,**
- **Elementary activity building (gymnasium type),**
- **Bus Maintenance barn,**
- **Fueling Center for busses and district vehicles.**
- **Other**

There will be no need for you to remain on site following your presentation. The next regular scheduled board meeting is scheduled for Thursday December 9th.

This will be a public meeting open to general public.

Your participation in this process is greatly appreciated.

Roy Carroll
Director Financial Services
Franklin District Schools
(850) 670-2810 ext 4104

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255.0525 Advertising for competitive bids or proposals.—

(1) The solicitation of competitive bids or proposals for any state construction project that is projected to cost more than \$200,000 shall be publicly advertised once in the Florida Administrative Weekly at least 21 days prior to the established bid opening. For state construction projects that are projected to cost more than \$500,000, the advertisement shall be published in the Florida Administrative Weekly at least 30 days prior to the established bid opening and at least once in a newspaper of general circulation in the county where the project is located at least 30 days prior to the established bid opening and at least 5 days prior to any scheduled prebid conference. The bids or proposals shall be received and opened publicly at the location, date, and time established in the bid or proposal advertisement. In cases of emergency, the Secretary of Management Services may alter the procedures required in this section in any manner that is reasonable under the emergency circumstances.

(2) The solicitation of competitive bids or proposals for any county, municipality, or other political subdivision construction project that is projected to cost more than \$200,000 shall be publicly advertised at least once in a newspaper of general circulation in the county where the project is located at least 21 days prior to the established bid opening and at least 5 days prior to any scheduled prebid conference. The solicitation of competitive bids or proposals for any county, municipality, or other political subdivision construction project that is projected to cost more than \$500,000 shall be publicly advertised at least once in a newspaper of general circulation in the county where the project is located at least 30 days prior to the established bid opening and at least 5 days prior to any scheduled prebid conference. Bids or proposals shall be received and opened at the location, date, and time established in the bid or proposal advertisement. In cases of emergency, the procedures required in this section may be altered by the local governmental entity in any manner that is reasonable under the emergency circumstances.

(3) If the location, date, or time of the bid opening changes, written notice of the change must be given, as soon as practicable after the change is made, to all persons who are registered to receive any addenda to the plans and specifications.

(4) A construction project may not be divided into more than one project for the purpose of evading the requirements in this section.

(5) As used in this section, the term "emergency" means an unexpected turn of events that causes:

- (a) An immediate danger to the public health or safety;
- (b) An immediate danger of loss of public or private property; or
- (c) An interruption in the delivery of an essential governmental service.

History.—s. 26, ch. 95-196; s. 40, ch. 95-269.

255.25 Approval required prior to construction or lease of buildings.—

(1)(a) A state agency may not lease space in a private building that is to be constructed for state use unless prior approval of the architectural design and preliminary construction plans is first obtained from the department.

(b) During the term of existing leases, each agency shall consult with the department regarding opportunities for consolidation, use of state-owned space, build-to-suit space, and potential acquisitions; shall monitor market conditions; and shall initiate a competitive solicitation or, if appropriate, lease-renewal negotiations for each lease held in the private sector to effect the best overall lease terms reasonably available to that agency. Amendments to leases may be permitted to modify any lease provisions or any other terms or conditions, except to the extent specifically prohibited by this chapter. The department shall serve as a mediator in lease-renewal negotiations if the agency and the lessor are unable to reach a compromise within 6 months after renegotiation and if either the agency or lessor requests intervention by the department.

(c) When specifically authorized by the Appropriations Act and in accordance with s. 255.2501, if applicable, the department may approve a lease-purchase, sale-leaseback, or tax-exempt leveraged lease contract or other financing technique for the acquisition, renovation, or construction of a state fixed capital outlay project when it is in the best interest of the state.

(2)(a) Except as provided in s. 255.2501, a state agency may not lease a building or any part thereof unless prior approval of the lease conditions and of the need therefor is first obtained from the department. Any approved lease may include an option to purchase or an option to renew the lease, or both, upon such terms and conditions as are established by the department subject to final approval by the head of the Department of Management Services and s. 255.2502.

(b) For the lease of less than 5,000 square feet of space, a state agency must notify the department at least 30 days before the execution of the lease. The department shall review the lease and determine whether suitable space is available in a state-owned building located in the same geographic region. If the department determines that space is not available, the department shall determine whether the state agency lease is in the best interests of the state. If the department determines that the execution of the lease is not in the best interests of the state, the department shall notify the agency proposing the lease, the Governor, and the presiding officers of each house of the Legislature of such finding in writing. A lease that is for a term extending beyond the end of a fiscal year is subject to the provisions of ss. 216.311, 255.2502, and 255.2503.

(c) The department shall adopt as a rule uniform leasing procedures for use by each state agency other than the Department of Transportation. Each state agency shall ensure that the leasing practices of that agency are in substantial compliance with the uniform leasing rules adopted under this section and ss. 255.249, 255.2502, and 255.2503.

(d) Notwithstanding paragraph (a) and except as provided in ss. 255.249 and 255.2501, a state agency may not lease a building or any part thereof unless prior approval of the lease terms and conditions and of the need therefor is first obtained from the department. The department may not approve any term or condition in a lease agreement which has been amended, supplemented, or waived unless a comprehensive analysis, including financial implications, demonstrates that such amendment, supplement, or waiver is in the state's long-term best interest. Any approved lease may include an option to purchase or an option to renew the lease, or both, upon such terms and conditions as are established by the department subject to final approval by the head of the Department of Management Services and the provisions of s. 255.2502.

(3)(a) Except as provided in subsection (10), a state agency may not enter into a lease as lessee for the use of 5,000 square feet or more of space in a privately owned building except upon advertisement for and receipt of competitive solicitations.

1.a. An invitation to bid shall be made available simultaneously to all lessors and must include a detailed description of the space sought; the time and date for the receipt of bids and of the public opening; and all contractual terms and conditions applicable to the procurement, including the criteria to be used in determining acceptability of the bid. If the agency contemplates renewal of the contract, that fact must be stated in the invitation to bid. The bid must include the price for each year for which the contract may be renewed. Evaluation of bids shall include consideration of the total cost for each year as submitted by the lessor. Criteria that were not set forth in the invitation to bid may not be used in determining acceptability of the bid.

b. The contract shall be awarded with reasonable promptness by written notice to the responsible and responsive lessor that submits the lowest responsive bid. This bid must be determined in writing to meet the requirements and criteria set forth in the invitation to bid.

2.a. If an agency determines in writing that the use of an invitation to bid is not practicable, leased space shall be procured by competitive sealed proposals. A request for proposals shall be made available simultaneously to all lessors and must include a statement of the space sought; the time and date for the receipt of proposals and of the public opening; and all contractual terms and conditions applicable to the procurement, including the criteria, which must include, but need not be limited to, price, to be used in determining acceptability of the proposal. The relative importance of price and other evaluation criteria shall be indicated. If the agency contemplates renewal of the contract, that fact must be stated in the request for proposals. The proposal must include the price for each year for which the contract may be renewed. Evaluation of proposals shall include consideration of the total cost for each year as submitted by the lessor.

b. The contract shall be awarded to the responsible and responsive lessor whose proposal is determined in writing to be the most advantageous to the state, taking into consideration the price and the other criteria set forth in the request for proposals. The contract file must contain documentation supporting the basis on which the award is made.

3.a. If the agency determines in writing that the use of an invitation to bid or a request for proposals will not result in the best leasing value to the state, the agency may procure leased space by competitive sealed replies. The agency's written determination must specify reasons that explain why negotiation may be necessary in order for the state to achieve the best leasing value and must be approved in writing by the agency head or his or her designee prior to the advertisement of an invitation to negotiate. Cost savings related to the agency procurement process are not sufficient justification for using an invitation to negotiate. An invitation to negotiate shall be made available to all lessors simultaneously and must include a statement of the space sought; the time and date for the receipt of replies and of the public opening; and all terms and conditions applicable to the procurement, including the criteria to be used in determining the acceptability of the reply. If the agency contemplates renewal of the contract, that fact must be stated in the invitation to negotiate. The reply must include the price for each year for which the contract may be renewed.

b. The agency shall evaluate and rank responsive replies against all evaluation criteria set forth in the invitation to negotiate and shall select, based on the ranking, one or more lessors with which to commence negotiations. After negotiations are conducted, the agency shall award the contract to the responsible and responsive lessor that the agency determines will provide the best leasing value to the state. The contract file must contain a short, plain statement that explains the basis for lessor selection and sets forth the lessor's deliverables and price pursuant to the contract, and an explanation of how these deliverables and price provide the best leasing value to the state.

(b) The Department of Management Services shall have the authority to approve a lease for 5,000 square feet or more of space that covers more than 1 fiscal year, subject to the provisions of ss. 216.311, 255.2501, 255.2502, and 255.2503, if such lease is, in the judgment of the department, in the best interests of the state. In determining best interest, the department shall consider availability of state-owned space and analyses of build-to-suit and acquisition opportunities. This paragraph does not apply to buildings or facilities of any size leased for the

purpose of providing care and living space for persons.

(c) The department may approve extensions of an existing lease of 5,000 square feet or more of space if such extensions are determined to be in the best interests of the state, but in no case shall the total of such extensions exceed 11 months. If at the end of the 11th month an agency still needs that space, it shall be procured by competitive bid in accordance with s. 255.249(4)(b). However, an agency that determines that it is in its best interest to remain in the space it currently occupies may negotiate a replacement lease with the lessor if an independent comparative market analysis demonstrates that the rates offered are within market rates for the space and the cost of the new lease does not exceed the cost of a comparable lease plus documented moving costs. A present-value analysis and the consumer price index shall be used in the calculation of lease costs. The term of the replacement lease may not exceed the base term of the expiring lease.

(d) Any person who files an action protesting a decision or intended decision pertaining to a competitive solicitation for space to be leased by the agency pursuant to s. 120.57(3)(b) shall post with the state agency at the time of filing the formal written protest a bond payable to the agency in an amount equal to 1 percent of the estimated total rental of the basic lease period or \$5,000, whichever is greater, which bond shall be conditioned upon the payment of all costs that may be adjudged against him or her in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. If the agency prevails after completion of the administrative hearing process and any appellate court proceedings, it shall recover all costs and charges, which shall be included in the final order or judgment, excluding attorney's fees. Upon payment of such costs and charges by the person protesting the award, the bond shall be returned to him or her. If the person protesting the award prevails, the bond shall be returned to that person and he or she shall recover from the agency all costs and charges, which shall be included in the final order of judgment, excluding attorney's fees.

(e) The agency and the lessor, when entering into a lease for 5,000 or more square feet of a privately owned building, shall, before the effective date of the lease, agree upon and separately state the cost of tenant improvements which may qualify for reimbursement if the lease is terminated before the expiration of its base term. The department shall serve as mediator if the agency and the lessor are unable to agree. The amount agreed upon and stated shall, if appropriated, be amortized over the original base term of the lease on a straight-line basis.

(f) The unamortized portion of tenant improvements, if appropriated, shall be paid in equal monthly installments over the remaining term of the lease. If any portion of the original leased premises is occupied after termination but during the original term by a tenant that does not require material changes to the premises, the repayment of the cost of tenant improvements applicable to the occupied but unchanged portion shall be abated during occupancy. The portion of the repayment to be abated shall be based on the ratio of leased space to unleased space.

(g) Notwithstanding s. 287.056(1), a state agency may, at the sole discretion of the agency head or his or her designee, use the services of a tenant broker to assist with a competitive solicitation undertaken by the agency. In making its determination whether to use a tenant broker, a state agency shall consult with the department. A state agency may not use the services of a tenant broker unless the tenant broker is under a term contract with the state which complies with paragraph (h). If a state agency uses the services of a tenant broker with respect to a transaction, the agency may not enter into a lease with any landlord to which the tenant broker is providing brokerage services for that transaction.

(h) The Department of Management Services may, pursuant to s. 287.042(2)(a), procure a term contract for real estate consulting and brokerage services. A state agency may not purchase services from the contract unless the contract has been procured under s. 287.057(1), (2), or (3) after March 1, 2007, and contains the following provisions or requirements:

1. Awarded brokers must maintain an office or presence in the market served. In awarding the contract, preference must be given to brokers that are licensed in this state under chapter 475

and that have 3 or more years of experience in the market served. The contract may be made with up to three tenant brokers in order to serve the marketplace in the north, central, and south areas of the state.

2. Each contracted tenant broker shall work under the direction, supervision, and authority of the state agency, subject to the rules governing lease procurements.

3. The department shall provide training for the awarded tenant brokers concerning the rules governing the procurement of leases.

4. Tenant brokers must comply with all applicable provisions of s. 475.278.

5. Real estate consultants and tenant brokers shall be compensated by the state agency, subject to the provisions of the term contract, and such compensation is subject to appropriation by the Legislature. A real estate consultant or tenant broker may not receive compensation directly from a lessor for services that are rendered under the term contract. Moneys paid to a real estate consultant or tenant broker are exempt from any charge imposed under s. 287.1345. Moneys paid by a lessor to the state agency under a facility leasing arrangement are not subject to the charges imposed under s. 215.20. All terms relating to the compensation of the real estate consultant or tenant broker shall be specified in the term contract and may not be supplemented or modified by the state agency using the contract.

6. The department shall conduct periodic customer-satisfaction surveys.

7. Each state agency shall report the following information to the department:

a. The number of leases that adhere to the goal of the workspace-management initiative of 180 square feet per FTE.

b. The quality of space leased and the adequacy of tenant-improvement funds.

c. The timeliness of lease procurement, measured from the date of the agency's request to the finalization of the lease.

d. Whether cost-benefit analyses were performed before execution of the lease in order to ensure that the lease is in the best interest of the state.

e. The lease costs compared to market rates for similar types and classifications of space according to the official classifications of the Building Owners and Managers Association.

(4)(a) The department shall not authorize any state agency to enter into a lease agreement for space in a privately owned building when suitable space is available in a state-owned building located in the same geographic region, except upon presentation to the department of sufficient written justification, acceptable to the department, that a separate space is required in order to fulfill the statutory duties of the agency making such request. The term "state-owned building" as used in this subsection means any state-owned facility regardless of use or control.

(b) State agencies shall cooperate with local governmental units by using suitable, existing publicly owned facilities, subject to the provisions of ss. 255.2501, 255.2502, and 255.2503. Agencies may utilize unexpended funds appropriated for lease payments to:

1. Pay their proportion of operating costs.

2. Renovate applicable spaces.

(c) Because the state has a substantial financial investment in state-owned buildings, it is legislative policy and intent that when state-owned buildings meet the needs of state agencies, agencies must fully use such buildings before leasing privately owned buildings. By September 15, 2006, the Department of Management Services shall create a 5-year plan for implementing this policy. The department shall update this plan annually, detailing proposed departmental actions to meet the plan's goals, and shall furnish this plan annually as part of the master leasing report.

(5) Before construction or renovation of any state-owned building or state-leased space is commenced, the Department of Management Services shall ascertain, by submission of proposed plans to the Division of State Fire Marshal for review, that the proposed construction or renovation plan complies with the uniform firesafety standards required by the Division of State Fire Marshal. The review of construction or renovation plans for state-leased space shall be completed within 10 calendar days of receipt of the plans by the Division of State Fire Marshal. The review of construction or renovation plans for a state-owned building shall be completed within 30 calendar days of receipt of the plans by the Division of State Fire Marshal. The responsibility for submission and retrieval of the plans called for in this subsection shall not be imposed on the design architect or engineer, but shall be the responsibility of the two agencies. Whenever the Division of State Fire Marshal determines that a construction or renovation plan is not in compliance with such uniform firesafety standards, the Division of State Fire Marshal may issue an order to cease all construction or renovation activities until compliance is obtained, except those activities required to achieve such compliance. The Department of Management Services shall withhold approval of any proposed lease until the construction or renovation plan complies with the uniform firesafety standards of the Division of State Fire Marshal. The cost of all modifications or renovations made for the purpose of bringing leased property into compliance with the uniform firesafety standards shall be borne by the lessor.

(6) Before construction or substantial improvement of any state-owned building is commenced, the Department of Management Services must ascertain that the proposed construction or substantial improvement complies with the flood plain management criteria for mitigation of flood hazards, as prescribed in the October 1, 1986, rules and regulations of the Federal Emergency Management Agency, and the department shall monitor the project to assure compliance with the criteria. In accordance with chapter 120, the Department of Management Services shall adopt any necessary rules to ensure that all such proposed state construction and substantial improvement of state buildings in designated flood-prone areas complies with the flood plain management criteria. Whenever the department determines that a construction or substantial improvement project is not in compliance with the established flood plain management criteria, the department may issue an order to cease all construction or improvement activities until compliance is obtained, except those activities required to achieve such compliance.

(7) This section does not apply to any lease having a term of less than 120 consecutive days for the purpose of securing the one-time special use of the leased property. This section does not apply to any lease for nominal or no consideration.

(8) An agency may not enter into more than one lease for space in the same privately owned facility or complex within any 12-month period except upon competitive solicitation.

(9) Specialized educational facilities, excluding classrooms, shall be exempt from the competitive bid requirements for leasing pursuant to this section if the executive head of any state agency certifies in writing that said facility is available from a single source and that the competitive bid requirements would be detrimental to the state. Such certification shall include documentation of evidence of steps taken to determine sole-source status.

(10) The Department of Management Services may approve emergency acquisition of space without competitive bids if existing state-owned or state-leased space is destroyed or rendered uninhabitable by an act of God, fire, malicious destruction, or structural failure, or by legal action, if the chief administrator of the state agency or the chief administrator's designated representative certifies in writing that no other agency-controlled space is available to meet this emergency need, but in no case shall the lease for such space exceed 11 months. If the lessor elects not to replace or renovate the destroyed or uninhabitable facility, the agency shall procure the needed space by competitive bid in accordance with s. 255.249(4)(b). If the lessor elects to replace or renovate the destroyed or uninhabitable facility and the construction or renovations will not be complete at the end of the 11-month lease, the agency may modify the lease to extend it on a month-to-month basis for an additional 6 months to allow completion of such construction or renovations.

(11) In any leasing of space that is accomplished without competition, the individuals taking

part in the development or selection of criteria for evaluation, in the evaluation, and in the award processes shall attest in writing that they are independent of, and have no conflict of interest in, the entities evaluated and selected.

History.—s. 22, ch. 69-106; s. 5, ch. 75-70; s. 12, ch. 75-151; s. 1, ch. 77-174; s. 2, ch. 77-280; s. 3, ch. 78-166; s. 1, ch. 80-55; s. 1, ch. 80-294; s. 1, ch. 81-25; s. 1, ch. 82-191; s. 3, ch. 84-143; s. 9, ch. 84-321; s. 35, ch. 85-349; s. 2, ch. 88-202; s. 8, ch. 88-409; s. 3, ch. 90-224; s. 179, ch. 92-279; s. 55, ch. 92-326; s. 12, ch. 94-265; s. 3, ch. 94-333; s. 850, ch. 95-148; s. 44, ch. 96-399; s. 60, ch. 96-410; s. 22, ch. 97-94; s. 12, ch. 98-279; s. 22, ch. 99-399; s. 14, ch. 2000-141; s. 3, ch. 2000-172; s. 43, ch. 2001-61; s. 34, ch. 2001-186; s. 1, ch. 2001-267; s. 3, ch. 2001-372; s. 20, ch. 2006-26; ss. 18, 19, 54, ch. 2007-73; s. 3, ch. 2007-220; s. 3, ch. 2009-77.

Date: November 30, 2010/**REVISED**

To: Franklin County School Board

From: Nina M. Marks, Superintendent

Re: Recommended Plan

It is my recommendation for the following to occur:

2010-2011: ***All projects simultaneous

Completion of Bay Science Platform, student built before Graduation 2011

All-Purpose Activity Building, to be started on the Elementary side of campus—2
Classrooms

Fueling Center for District Vehicles and School Buses, added by June 30, Highway 65

2011-2012: Fall 2011 Opening of Activity Building Completion

Bus Barn Facility location determined and construction started, completed by Fall 2012

Secondary Lift Station, to support Maintenance, Alternative construction, simultaneous

Alternative School relocated to main campus/Career Academy Building---GCCC partner
(6 Classrooms & 2 Bays with Garage Doors)

2012-2013: Fall 2012, Auditorium Ground Breaking (County/District Grant Agreement – Dialogue
has started), completion by Fall 2013

2013-2014: Renovation of PreK Facility on School Road

2014-2015: Design and begin construction on Franklin County School Board offices, relocation to
Highway 98 FCS location

FRANKLIN COUNTY SCHOOL BOARD
Regular School Board Meeting

December 09, 2010 - 6:00 p.m. - Willie Speed School Board Room

The Regular School Board Meeting was held on the above date with the following members present: Mr. Jimmy Gander, Ms. Teresa Ann Martin, Mr. David Hinton, Mr. George Thompson & Mr. Carlton Whaley. Also present were Nina Marks, Superintendent and Barbara Sanders, Board Attorney.

1 CALL TO ORDER/APPROVE AGENDA

Chairman Jimmy Gander called the meeting to order.

Chairman Gander at the request of Superintendent Marks added to the agenda items 5D Amended 11/22/10 FCSB Minutes, 8A Additional Substitute List, 11C PO #048709 & 11D PO#048710, 14C Travel Request, 15C Master Board Training Update and 15D Sparsity Funding. Mr. Hinton moved to approve, second by Mr. Whaley. The motion carried unanimously.

2 INVOCATION AND PLEDGE OF ALLEGIANCE

Mr. Carlton Whaley gave the invocation followed by the pledge to the flag.

4 ENTERTAIN BUSINESS OR PRESENTATIONS FROM VISITORS

A. *Andrea Keuchel & Brain Bowl Team**

Chairman Gander invited Ms. Keuchel to have the Brain Bowl presentation before the Reports and Information Items.

Ms. Keuchel, Middle School coach, Ms. Priscilla Tucker, High School coach and Ms. Carolyn Illardi, elementary coach presented their team of students to the Board and praised their teams highly.

Ms. Illardi stated that this was the first year for an elementary team. There were so many respondents that a competition was held to see who would be on the elementary team.

Mr. George Oehlert, FCS, was attempting to start a History Bowl and other academic competitions.

Chairman Gander spoke for the Board when he pledged their support for these academic competitions.

3 REPORTS/INFORMATION ITEMS

A. Nina Marks, Superintendent

1. FCSB Scholarship
2. June 2011 Board Meeting Date
3. Projects List

B. Barbara Sanders, FCSB Attorney

C. Board Members

1. David Hinton - Financial

Superintendent Marks asked the Board to request Attorney Barbara Sanders to prepare a policy for out-of-state travel

Superintendent Marks informed the Board that the June 9 meeting is Graduation Night. Chairman Gander rescheduled the meeting to June 2.

Ms. Marks had given the Board a proposed construction project list.

Chairman Gander asked her if it was a working list and she stated "yes".

A recording of the entire proceedings is available, upon request, for a fee.

Discussion continued about where to build the bus barn and where to place a fueling station. Ms. Marks would like to consider putting fueling station on property up highway 65.

Mr. Hinton suggested the Board consider filing a law suit against Eastpoint Water and Sewer challenging an impact fee to the Board. It was also discussed that if the Board were going to challenge the impact fee then it should be done soon or the Board may be subject to waiver of rights.

Mr. Whaley suggested that Attorney Sanders contact Eastpoint Water & Sewer and ask for use of three acres of the Highway 65 property.

There was discussion of a fueling station proposal and a busbarn.

Further discussion included;

- *use of Florida Highway Station by the Boy Scouts of America for meetings. Research would be done to see if the property could be subleased.

- *Race to the Top Grant

- *Advertising for groundskeeper at FCS

- *Superintendent Marks reported that a meeting she had with seniors about walking and turning tassels went well

- *Superintendent Marks requested that registration for the 2011-2012 year be held May 9-13, 2011 which would aid in better student transportation scheduling

- *Superintendent Marks recognized 2011 Teachers of the Year, Valerie Miller, Marvin Boyd, Stephanie Howse and Barbara Lee, who all would be competing for the District TOY

- *She reported that Franklin County School received a school grade of "B", ABC School received a school grade of "A" and the District received a grade of "B". The District will receive about \$70,000 for the "B" grade. There was discussion of the formation of a committee for February 1 District Distribution of the funds. Superintendent Marks informed the Board that all of these funds must be awarded to the staff per Florida Statute.

Lucas Associates Architects addressed the Board about their services.

Chairman Gander asked the Board to approve item 3A3 Projects List.

3 REPORTS/INFORMATION ITEMS

A. Nina Marks, Superintendent

3. Projects List

Mr. Whaley moved to accept the projected plan for the next five years the way it is written and if there is a change it will be brought back, second by Mr. Thompson.

Ms. Martin clarified that things could be added to the list. It was agreed the Board could add, delete or change the list at a later time. Chairman Gander stressed that the Board would have the final say.

The motion carried unanimously.

Mr. Thompson moved to table choosing an architect, second by Mr. Hinton. The motion carried unanimously.

The selection of architect/architects would be placed on the next Board agenda. Attorney Sanders would formally verify that the Board may select more than one architect.

Superintendent Marks discussed the Franklin County School Board Scholarship with the Board. When asked, she suggested that the Board increase the amount to \$1000 per each student award. A memo was to be drafted with that recommendation for approval at the January meeting.

A recording of the entire proceedings is available, upon request, for a fee.

Mr. Hinton discussed the loss of the .25 mill of operating funds at the November election. He also stated that stimulus funds received in the past will probably be terminated thereby creating approximately 10% reduction in funds. He stated that he didn't see any prospects of help from the Legislature to the District. He expressed a need to discuss what the District will do in light of funding reduction.

Superintendent Marks reported that the Jobs Bill that is going out to all the districts is equivalent to just over 3% and JD Alexander, Senate Budget Chair, has already stated that he will take 3% from the District because the jobs money was received.

Mr. Hinton continued that since this was going to be a major issue he would like the Board to ask the Superintendent to do whatever she feels necessary. He suggested she appoint a committee to look at all the options and present to the Board at the February meeting a tentative plan to address the budget issues. At that time the Board can approve or disapprove.

Superintendent Marks would have a committee to present to the Board January 6 and that committee's proposal/proposals for February meeting.

Mr. Thompson and Mr. Whaley congratulated the faculty and students for their FCAT grade.

Mr. Whaley reported that he had spoken to Mr. Victor Roland with the Forestry Service and there would be a prescribed burn during the school closure in December.

Ms. Martin asked Mr. Oehlert about rewarding the students and teachers for the B grade. Mr. Oehlert responded that the schedule was too busy with the Christmas festivities and holidays at this time.

Ms. Martin asked Denise Roux, FCTE president, if she had any negative feedback about the health insurance from the employees.

Ms. Roux responded that the employees needed to learn more and once the employees use the debit card some fears would be allayed.

Chairman Gander instructed the appropriate staff to send a notice to retirees concerning the enrollment in the new Blue Cross Blue Shield plan.

4 ENTERTAIN BUSINESS OR PRESENTATIONS FROM VISITORS

Ten (10) minutes shall be allocated to the proponent/opponent/Superintendent & Board Members - 30 minutes maximum
(FCSB Policy: Chapter 2.00 School Board Governance and Organization - Board Meetings 2.22, 4C)

A. ***Andrea Keuchel & Brain Bowl Team (Presented earlier in meeting)

No one from the public addressed the Board at the Chairman's invitation.

5 Minutes Approval

- A. 11/03/10 FCSB Insurance Workshop
- B. 11/04/10 FCSB Regular Meeting
- C. 11/16/10 FCSB Organization Meeting
- D. 11/22/10 FCSB Special Meeting
- E. ***11/29/10 FCSB Architect Workshop

Mr. Whaley moved to approve the minutes, second by Mr. Hinton. There was no discussion and the motion carried unanimously.

A recording of the entire proceedings is available, upon request, for a fee.

6 Agreements

- A. ***Sandra J. Hengle Homeless Liaison with Retroactive Pay to November 15, 2010 (N. O'Grady)

7 Memberships

- A. ***Franklin County School SAC Membership 2010-2011

Ms. Martin moved to approve items #6 & #7, second by Mr. Thompson. There was no discussion and the motion carried unanimously.

8 Substitutes

- A. December 2010 List
***Additional List
(Added) Additional List 2

Mr. Thompson moved to approve #8, second by Mr. Whaley. There was no discussion and the motion carried unanimously.

9 Positions

- A. Jenny Harp-Certified Teacher for The Nest
B. ***William Cribbs - Release from Contract (G. Oehlert)
C. *** Eric Bidwell transfer to Dean of Middle School (G. Oehlert)
D. ***Sherry Joyner - Instructional (G. Oehlert)
E. ***Tomilee Dowden - Art Instructor-The Nest (D. Williams)

10 Supplements

- A. Basketball
1. Angeline Stanley-Girls - Assistant/JV Coach Supplement
2. Robert Van Sickle-Boys-Assistant/JV Coach Supplement

Ms. Martin moved to approve #9 & #10, second by Mr. Thompson. The ensuing discussion covered the need for the dean position, replacement for #9B and defining of the supplements in #10. The motion carried unanimously.

11 Purchase Orders (Over \$10,000.00)

- A. *** #048693 Joseph Howell \$10,000.00
B. ***#048702 Instruction \$19,548.00
C. (Added) #048709 Tiger Direct \$10,624.50
D. (Added) #048710 Tiger Direct \$10,624.50

12 Monthly Bills (Mailed to Board)

- A. 11/03/10 - \$ 68,273.26
B. 11/10/10 - \$221,482.48
C. 11/17/10 - \$ 96,184.58
D. 11/23/10 - \$ 15,632.66

Mr. Whaley moved to approve item #11 & #12, second by Mr. Hinton. There was no discussion and the motion carried unanimously.

A recording of the entire proceedings is available, upon request, for a fee.

13 Monthly Financial Report
General Fund November 30, 2010 (R. Carroll)

Ms. Martin moved to accept, second by Mr. Thompson. Mr. Gander expressed his appreciation for the report. The motion carried unanimously.

14 Travel Requests

- A. George Oehlert-2011 FastPacks Conference FYI
- B. ***Jaime Duhart-Florida Partnership Leadership Colloquium FYI
- C. (Added) David Meyer, Morna Smith, Sonja Buffkin, Cathy Carroll-Focus Users Conference FYI

15 Other

- A. What is FAIR? FYI
- B. 11/04/10 Parent/Teacher Conferences Report FYI
- C. (Added) Master Board – Training Update FYI
- D. (Added) Sparsity Funding FYI

There was no action taken on items #14 & #15.

In closing discussion, Mr. Whaley suggested adding a Class V infraction to the Code of Conduct. This class would include the more major offenses of drugs, weapons, murder, rape, etc.

Mr. Whaley felt that the Board should be notified of serious infractions that occur.

Superintendent Marks asked for guidance from attorney Sanders as to what extent the Board should be notified. She did not want to include the student's name.

Mr. Whaley suggest that the Superintendent email Board members that an offense has occurred and the Board members can contact her for any further information.

Attorney Sanders explained that there are two different issues being discussed, #1 the Board wants to know if something scandalous happened on campus that is generating gossip, so that if a board member is approached the member will know the facts and be able to put out the wildfires and rumors. She stated that the only way that would work is if the Board members received the info before the students arrived home that afternoon. Issue #2 is whether you want drugs, weapon offense...violent felonies to be automatically referred to the Board for a hearing and a mandatory call to the Board.

There was discussion about the stipulation process. When the Superintendent has a stipulation worked out then it is to be on the agenda and the Board may accept, reject or change the stipulation before the the members sign the document. Attorney Sanders stated that the student may say they want a hearing instead of signing a stipulation.

Superintendent Marks reminded the Board that in their policy there is a 24-hour window for investigation of COC violations, which includes all of the fact gathering and paperwork to be completed by the deans. Superintendent Marks stated that as she is notified she can let the Board know that something has occurred and that an investigation is taking place. The Board agreed.

Attorney Sanders explained that Mr. Whaley was talking about creating a Class V infraction that is a step up from Class IV which has both trespass and murder under it. She stated that there should be some distinction between those two. She continued that the Board could give discretion to the principal on trespass but Mr. Whaley is saying to remove the discretion from the administration on drugs, weapons and violent felonies which would

A recording of the entire proceedings is available, upon request, for a fee.

felony as far as its classification.

Franklin County School Board - December 09, 2010

Page 6

So, he is asking the Board to reconsider its current policy to see if the Board wants to have a Class V with the most serious offenses in there and remove the discretion from the principal and Superintendent. The only option is to come to the Board, it can be through a stipulation, the administration would still recommend the discipline and it will probably be placement at the Alternative School, depending upon the charges.

Timing for the policy change might be for the coming year.

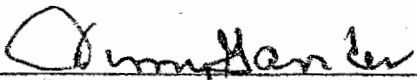
Ms. Martin requested more enforcement of the "No Smoking" statute.

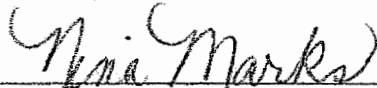
Mr. Oehlert asked about what he could do to enforce no smoking rules with parents and visitors to sporting events, "Call a deputy?" Chairman Gander responded, "Yes". It was also suggested to place more "No Smoking" signs around the campus.

Superintendent Marks reported that the Parent/Teacher Conference day was successful.

16 Adjournment

Ms. Thompson moved to adjourn, second by Ms. Martin. The motion carried unanimously.


Jimmy Gander, Chairman


Nina Marks, Superintendent

A recording of the entire proceedings is available, upon request, for a fee.

FRANKLIN COUNTY SCHOOL BOARD
Special Meeting

December 30, 2010 - 5:30 p.m. - Willie Speed School Board Room

The Special Meeting was held on the above date with the following members present: Jimmy Gander, David Hinton, Carlton Whaley and George Thompson. Also present was Nina Marks, Superintendent. Ms. Teresa Martin was not in attendance.

1 CALL TO ORDER/APPROVE AGENDA

Chairman Jimmy Gander called the meeting to order.

Mr. Whaley moved to approve the agenda, second by Mr. Thompson. There was not discussion. The motion carried unanimously.

2 Contracts

A. ABC School

Mr. Hinton moved to approve, second by Mr. Whaley. There was no discussion. The motion carried unanimously.

3 Agreements

A. Architect/Architects for Small Projects

Mr. Whaley moved to approve the five architectural firms that were chosen and use them as they fit the need, second by Mr. Hinton.

Superintendent had given the Board a list of suggested architects for future scheduled projects based upon each architectural firm's experience presented to the Board in a previous workshop. Chairman Gander made it clear that the Board was only voting on the architects and not any project assignments. He further clarified that the administration, not the Board, is to decide which architect is to do what project, that is, the administration does not need the Board's approval as to who does what project. He did suggest that Superintendent Marks present her project plan to the Board later without the architectural firms' names attached.

Mr. Hinton wanted to discuss the consideration of a sixth architectural firm for approval.

It was discussed and determined that all the proper steps had been taken and all applicants had been processed through a ranking system and the top five firms chosen for approval by the Board had met that systems criteria.

The motion carried unanimously.

Superintendent Marks explained that at the top of her list she had asked the Board to enact a five year continuing service contract with the five different companies which is how they are established in other districts.

Superintendent Marks expressed that she wanted to get started on the Bay Science Platform. She explained that the need for that project was an architectural drawing from the engineer. the permitting process because FCS students are going to be constructing it and only need the guidance and paper work done up front.

Ms. Marks reviewed her list with the Board and explained why she suggested certain firms for certain projects.

Chairman Gander advised Ms. Marks that the intent of the Board is that they are out of it and are relinquishing it to the administration. He appreciated the opportunity to look at the list and have input but she does not need their approval to do anything else.

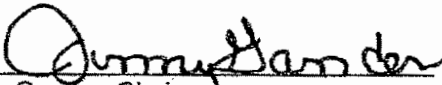
A recording of the entire proceedings is available, upon request, for a fee.

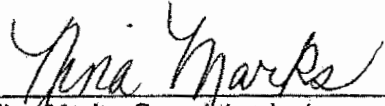
Mr. Hinton discussed the Board considering going back to neighborhood schools for prek.

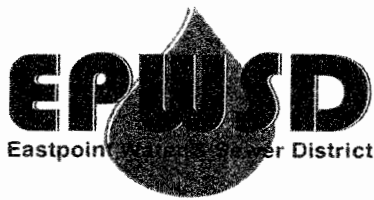
Superintendent Marks suggested this as a subject for discussion with the budget committee when they meet.

5 Adjournment

Chairman Gander adjourned meeting.


Jimmy Gander, Chairman


Nina Marks, Superintendent



January 7, 2011

Mr. Jimmy Gander, Chairman Franklin County School Board
85 School Road
Eastpoint, FL 32328

Dear Jimmy:

I wrote you early last year to address several issues pertaining to the Inter-Local Agreement between the Franklin County School Board and the Eastpoint Water and Sewer District. I have included a copy of the letter for your convenience and reference.

As we enter your third year of operation, we don't know what your intentions are with respect to the sprayfield planned for Hwy 65. We need to know when you intend to complete this project. We have asked for "As Built Plans", and have received Phase I only. We still need Phases II, III, and IV.

We have asked for a conveyance of the facilities and have not received one. We have not received operations manuals for the lift stations and their equipment, which makes it impossible for our people to service and maintain. Should a failure occur, Eastpoint Water and Sewer District personnel would not be able to correct the problem.

If you expect us to accept the responsibility of these facilities, we need the items that we have asked you for, and which were listed in our agreement.

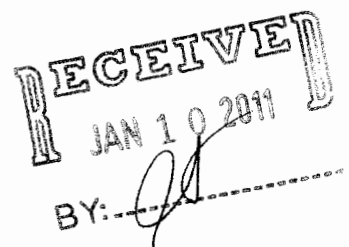
Please respond to this query as soon as possible.

Respectfully,

George K. Allen III
Administrator, Eastpoint Water and Sewer District

GKA/lw

cc: Dan Cox, Eastpoint Water and Sewer District Attorney
cc: Barbara Sanders, School Board Attorney
cc: Nina Marks, School Board Superintendant ✓



SANDERS AND DUNCAN, P.A.

ATTORNEYS AT LAW
80 MARKET STREET
APALACHICOLA, FLORIDA 32320
TEL (850) 653-8976
FAX (850) 653-8743

BARBARA SANDERS
BOARD CERTIFIED CRIMINAL TRIAL LAWYER
E-MAIL bsanders@fairpoint.net

DONNA DUNCAN
E-MAIL ddduncan@fairpoint.net

REPLY TO:
POST OFFICE BOX 157
APALACHICOLA, FLORIDA 32329

January 27, 2011

Mr. Dan Cox
P.O. Box CC
Carrabelle, FL 32322

Re: EPWSD/Franklin County School Board

Dear Dan,

This letter is in response to the letter from George K. Allen III to Jimmy Gander, Chairman of the Franklin County School Board dated January 7, 2011. Mr. Gander referred the letter to me for response. Further communication regarding this matter should be directed to me rather than Mr. Gander.

By copy of this letter, I am requesting the engineer to provide to me the "As Built Plans" for Phase II, III, and IV. If by "conveyance of the facilities," you mean the Bill of Sale for the actual installed equipment, please provide that document for my review.

As to the remaining questions in the letter, I invite you to set a time on the agenda to discuss those items with the entire Board. As you know, Mr. Gander is one member of the Board, but the questions asked in the letter will require full Board input. If you would like to set up a workshop, please notify Ms. Nina Marks, Superintendent, and she will make your request known to the Board.

Sincerely,



Barbara Sanders

cc: Nina Marks, Superintendent
School Board Members
George & Associates

Inovia Consulting Group Report

1. Schematic Design for the project was completed in April 2011 for initial site, located in the northeast quadrant of Hwy 65 parcel owned by the FCSB.
2. Mid 2011 (July/August) school board staff requested information relating to relocation of project to southwest quadrant of the Hwy 65 parcel, which would place it in close proximity to the Franklin County Jail, hereinafter referred to as the "new site".
3. Inovia advised staff that the new site for the project would be in conflict with the approved and permitted future sprayfield site, one of several provisions contained in the interlocal agreement between FCSB and Eastpoint Water and Sewer District (EWSD).
4. As requested by staff, Inovia met jointly and individually with representatives of the EWSD to discuss the possibility of changes to the sprayfield that would accommodate relocation of the bus barn to the new site. The concept was discussed at length and favorably received.
5. Changes to the sprayfield site would include the requirement for a permit modification.
6. The sprayfield permit modification provides the opportunity for the FCSB to further fulfill its obligation to EWSD for sprayfield capacity.
7. the sprayfield permit modification will require additional data collection, which in our opinion, was lacking at the stage of initial permitting for the facility. Ultimately, sprayfield capacity will be determined by the groundwater table and allowable effluent disposal rate.

Recommendations:

1. Proceed with data collection, design and permitting modifications necessary to allow relocation of the school bus service facility to the new site.
2. Upon completion of the data collection/analysis phase of the permitting process, conduct a review of the data with the FCSB, FDEP and EWSD to discuss findings and proposed modifications.
3. If mutually acceptable to both parties, Inovia will work with FCSB, staff and EWSD to document the proposed changes by amending the interlocal agreement.

Jim Waddell, P.E. | Principal





May 3, 2012

Mr. Jimmy Gander
Chairman
Franklin County School Board
85 School Road, Suite One
Eastpoint, Florida 32328

Subject: Hwy. 65 Sprayfield – Proposed Bus Maintenance Facility

Dear Chairman Gander:

It is our understanding, based on communication between our respective board representatives that the Franklin County School Board (Board) desires to construct a bus maintenance facility and refueling station on property it owns on Hwy 65, north of the Franklin County Jail. The proposed project will be situated in an area that is currently designated as part of the effluent disposal sprayfield site, permitted by the Board under the terms of the Interlocal Agreement between the Eastpoint Water and Sewer District (District) and the Board, dated May 22, 2007, attached.

Referencing Exhibit 1, entitled Franklin County School District, Maintenance Facility, Concept Plan, the proposed project appears to:

- Cause the existing sprayfield site area to be reduced by approximately two acres.
- Result in adjustment to the boundaries of the sprayfield site.
- Require a permit modification from FDEP.
- Provide the opportunity for the Board to further fulfill its obligation to the District for sprayfield capacity.

The District is amenable to working with the Board and to take such actions as necessary to facilitate the permit modification for the sprayfield, in accordance with the terms of the Interlocal Agreement. All costs for the permit modification will be at the expense of the Board.



We request that upon completion of the data collection/ analysis phase of the permit modification process that our respective staffs review the findings and discuss the modifications, prior to submittal to FDEP for approval. We also request that any modification to the Interlocal Agreement that is proposed by the Board in connection with the permit modification be presented as a separate matter for the District's consideration.

A handwritten signature in dark ink, appearing to read "G. K. Allen, III", is written over a faint, circular official stamp. The signature is fluid and cursive.

Sincerely,
George K. Allen, III
Administrator
Eastpoint Water and Sewer District

From: "C Whaley" <cwhaley@franklin.k12.fl.us>
To: "N Marks" <nmarks@franklin.k12.fl.us>
Date: 11/09/2011 04:09 PM
Subject: Fwd: FW: Franklin County Hunters Education Range - 10007.01

Carl Whaley
 Franklin County School Board Dist 5

-----Original Message-----

From: Carl Dana Duncan Whaley <chs_sro@hotmail.com>
To: <cwhaley@franklin.k12.fl.us>
Date: Wed, 9 Nov 2011 15:22:47 -0500
Subject: FW: Franklin County Hunters Education Range - 10007.01

From: Bill.Cline@MyFWC.com
To: chs_sro@hotmail.com
CC: George.Warthen@MyFWC.com
Date: Wed, 18 May 2011 15:25:04 -0400
Subject: FW: Franklin County Hunters Education Range - 10007.01

Carl: Here is a copy of the drawings. Let us know if there is any interest in moving this forward. Bill

From: C. Vargas [mailto:cvargas@cvaltd.com]
Sent: Tuesday, April 19, 2011 3:35 PM
To: Young, Adam
Cc: Cline, Bill; cvargas@cvaltd.com
Subject: Franklin County Hunters Education Range - 10007.01

Adam,

Pursuant to your request, we have complete the lay out for subject site.

The 6 drawings provided, depicting the sites, should be self explanatory.

Please review. If you have any comment, please mark up and we will make the changes.

Clark Vargas, P.E.
President

C. Vargas & Associates, Ltd.
 Consulting Engineers
 8808 Arlington Expressway
 Jacksonville, FL 32211
 Phone: (904) 722-2294
 Fax: (904) 722-2297
cvargas@cvaltd.com
www.cvaltd.com

CVA will be at: The NRA Range Development and Operations Conference

Register now. 2011 Schedule is as follows:
June 4-8, Buffalo, Adam's Mark

S.R. No. 65

DESCRIPTION	AREA	DISPOSAL CAPACITY
1) EXISTING SPRAY FIELD	9.9 AC	0.024 MGD
2) PROPOSED SPRAY FIELD AREA (A,B,C,D)	12.29 AC	0.030 MGD
3) OPTION AREA AREA (A,B,D)	9.22 AC	0.022 MGD
4) REDUCED SETBACK (25' vs 30')	1.8 AC	0.0044 MGD
5) 9.22 AC AREA @ 1.1"/WK = 0.040 MGD		

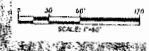
EXISTING SPRAY FIELD
AREA 9.9 AC±
AREA "D" 342,541 SF.
7.9 AC±

SITE AREA INCLUDING
SETBACK 2.0 AC±

AREA "A"
6,215 SF
0.14 AC±

AREA "B"
51,286 SF
1.18 AC±

AREA "C"
133,610 SF
3.07 AC±



938 THOMASVILLE ROAD
SUITE 200
TALLAHASSEE, FLORIDA 32303
PHONE 904.286.4213
FAX 904.278.4498
WWW.INOVIA-FL.COM
CAB225

DATE	REVISIONS	BY	NO.	PROJ. NO.	ISSUED FOR

CLIENT FRANKLIN COUNTY
SCHOOL DISTRICT
PROJECT MAINTENANCE FACILITY
SHEET CONCEPT PLAN

☒	PLAN RELEASE STATUS
☐	PROGRESS PRINT
☐	PERMIT REQUIRED
☐	BID RELEASE
☐	CONSTRUCTION RELEASE
RELEASE DATE: 2 Nov 11	
DRAWN BY: JFAC	DATE: 2 Nov 11
CHECKED BY: JFAC	DATE: 2 Nov 11
SCALE: AS SHOWN	

JAMES F. WADDELL, P.E.
PE NO. 4609
DATE: 2 Nov 11

SHEET C2

EXHIBIT 1

3A2
3/8/12

Franklin County School Board Meeting

March 8, 2012

Johnson Peterson Architects and Team, Project Report Outline

After introductions to the Board, JPA will discuss the following items and answer related questions

<u>Representative</u>	<u>Items Addressed</u>
Amanda Garrett, JPA	Project Timeline to Date, Existing Contract, Present workload completed, Invoices billed and paid to date
John Lane, JPA	Project Information including original scope design, design modification, moving of building complex discussions and related cost savings of \$150,000 to \$200,000 after repermitting spray field, discussion of fuel station project specifications, recommendations based on ability to meet new scope within existing contract funding and requesting direction on proceeding from board.
Jim Waddell, Inovia	Project information including original scope design and proposed modifications. Discuss projected impact to existing interlocal agreement and recommendations in the best interest of the school board. Assurance that original 6month permitting schedule will be achieved if permitting site and repermitting spray field are completed simultaneously.
John Lane, JPA	Conclusion of Report and official recommendations for notice to proceed under existing contract with amendment to scope. Recommendation of Board directly contracting with Inovia for spray field repermitting. Handout of all information and exhibits for board member review.

Question and Answers as needed.

Johnson Peterson Architects Project Report Summary - Franklin County Schools

March 8, 2012

Amanda Garrett, JPA

Project Timeline to Date, Existing Contract, Present workload completed, Invoices billed and paid to date

In April 2011

JPA met with the user group and developed schematic design documents. April 29th JPA received comments on the design and completed the requested changes and resubmitted the plans.

At the May 11, 2011

Board Meeting JPA presented the plans/project update and the board approved the contract for services between JPA and the Board.

During the Summer 2011

During meetings in the summer of 2011, moving the site of the building and the implications were discussed.

August 11, 2011

JPA submitted its 1st invoice which was for JPA schematic design services only. Payment was received September 6th.

March 1, 2012

JPA submitted its 2nd invoice which was for Civil design services and related JPA coordination.

John Lane, JPA

Presentation of project Information including original scope design, design modification, moving of building complex discussions.

JPA estimates a cost savings to the School Board of \$150,000 to \$200,000 by moving site and after repermitting spray field . JPA presented information fuel station project specifications.

Recommendations

- JPA requests the Board provide notice to proceed under existing contract to complete permit documents for the proposed facility including the fuel station at the new site. No modification to the current contract funding required.
- JPA request the Board directly contract with Inovia for spray field repermitting.

3A

CONSTRUCTION MANAGEMENT AGREEMENT FOR MINOR PROJECTS

This agreement ("the Agreement") is made and entered into on April 9, 2011 (date), by and between THE FRANKLIN COUNTY SCHOOL BOARD (referred to as "Owner,") and Pro-Steel Buildings, Inc. (referred to as "Contractor" or "PSBI").

For good and value consideration, the parties agree as follows:

1. **Purpose.** The purpose of this Agreement is to set forth the rights and obligations of the parties for a Construction Management contract for "Minor Projects" under \$2,000,000 for construction, renovations, additions, remodeling, and site improvements. This Agreement is the result of a proposal submitted by PSBI in response to a Request for Qualifications by the Owner and negotiations between the Owner and PSBI.

2. **Contract Documents.** The "Contract Documents" consist of this Agreement and any future project-specific documents and addendums related to any "Minor Projects" under \$2,000,000 issued, performed, or begun by the Owner in the areas of construction, renovation, additions, remodeling, or site improvements during the term of this Agreement. For each Minor Project(s) performed under this Agreement, PSBI and the Owner shall memorialized in writing (signed by both parties) the project-specific terms in the form of a contract addendum (in a format mutually agreeable to both parties, and substantially in conformance with the form attached as Exhibit "1") which at a minimum shall include identification of the scope of work, the applicable project plans and specifications, estimated time frames for completion, a guaranteed maximum price ("GMP") for the specific project, assumptions and clarifications regarding the GMP, and other essential terms of the project.

A. The Owner shall be responsible for all design, architectural and engineering-related activities of any and all Minor Project(s), and shall supply PSBI with full and complete sets of plans, specifications, and any other design, architectural or engineering documents necessary for the construction of the Minor Project(s).

3. **Term:** The term of this Agreement shall be for a period of two (2) years from the date the last party executes this Agreement. This Agreement shall be renewable for an additional one or two year term at the expiration of the initial two (2) year term, by agreement between the parties signed in writing.

4. **Exclusive Contract:** The Parties acknowledge and agree that this Agreement constitutes an exclusive agreement between Contractor and Owner. This means that during the term of this Agreement, any and all "Minor Projects" under \$2,000,000 for construction, renovations, additions, remodeling and/or site improvements that are issued, performed or begun by the Owner shall be performed exclusively by PSBI in accordance with this Agreement. Any and all Minor Project(s) issued, performed, or begun under this Agreement shall be performed by PSBI as a "Construction Manager at Risk".

5. **Incorporation of this Agreement:** The terms of this Agreement are hereby incorporated into any and all Minor Project(s) addenda which are entered into during the term of this Agreement. In the event that there is any conflict between the project-specific contract documents for the Minor Project(s) and this Agreement, the terms of this Agreement shall govern and prevail over the conflicting term(s) contained in the Minor Project project-specific documents.

BY: _____

11. **Contract Price; Costs.** The Owner shall pay the Contractor in current funds for the Contractor's performance of this Agreement the Contract Price, which is comprised of the cost of work as defined below, plus seven percent (7%) of the cost of work for the Contractor's profit ("the Contractor's fee"), the intent being that this be a cost-plus contract. The term "cost of work" means all the cost necessarily incurred in Contractor's performance of the work under this Agreement, including, but not necessarily limited, to the following items listed below:

A. Wages, benefits, cost of contributions and assessments for worker's compensation, unemployment compensation, employer's share of social security, or any other costs incurred by the Contractor for labor or employees associated with the Minor Project(s) during performance of this Agreement. Salaries for Contractor's personnel to the extent their time is spent on work in furtherance of completion of this Agreement. This payment for salaries includes, but is not limited to, job site supervision, office personnel, employees work performed at shops, work performed on the construction site, work performed off site, and for such items as expediting the production or transporting of materials or equipment. All of these employee-related costs will be charged at a "unit rate" per employee based on the position held by the employee, and these unit rates will be agreed upon (by Contractor and Owner) and detailed in the project addendum (Exhibit "1"), for each Minor Project.

B. Costs incurred by the Owner for Owner-purchased materials for the Minor Project(s).

C. Installation and labor costs of any Owner supplied items that Contractor may, but shall have no objection to, install. If Contractor elects to install such items, Owner shall provide Contractor with copies of any and all invoices for items supplied by or on behalf of Owner to Contractor for installation into the project.

D. Cost of all materials, supplies, and equipment incorporated in the work and consumed in the performance of the work, together with costs of transportation thereof.

E. Rental charges consistent with those prevailing in the area for machinery and equipment used at the construction site, including all costs of installing, removing, transporting, and delivering the machinery and equipment, together with costs of minor repairs and replacements.

F. Sales, use, excise, or any other taxes related to the work and charged to PSBI.

G. Impact fees, royalties, charges, inspection costs, or any other fees related to the work imposed by governmental authorities.

H. Permit fees, royalties, or damages for infringement of patents and costs of defending related lawsuits and deposits lost for causes other than the Contractor's negligence.

I. All landscaping and backfilling necessary under the Contract Documents, including the cost of all grading, removal or planting of trees, water pumping, excavating and related work, the delivery to the site of the necessary materials, and the hauling away of excess fill and material or trash and debris.

J. Builder's risk insurance, commercial general liability insurance, surety bonds (including, but not limited to any payment and performance bonds), and all other insurance required of Contractor hereunder.

D. To the extent that any changed work results in a change to the GMP, these changes will be documented by the Contractor accordingly.

13. **Non-Conforming Work – Notice and Opportunity to Cure.**

A. The Contractor's fee will not be charged for work performed to correct defective work.

B. During construction or after completion of any Minor Project(s), if the Owner detects nonconforming or defective work, he will immediately notify the Contractor in writing. The Contractor shall have a reasonable time within which to undertake any corrective work. If the project has been completed, the Owner will provide the Contractor with access to the project and adequate time within which to undertake any corrective work.

C. If there remains nonconforming or defective work after a notice and a chance for the Contractor to cure, the Owner shall have the right to withhold from the draw request of the Contractor an amount sufficient to undertake the corrective work. In no event will the Owner be entitled to withhold from any pay request an amount greater than that necessary to remedy any nonconforming or defective work. The balance of any outstanding draw request will be paid as required under the contract. Failure by the Owner to make timely payment on any given draw request or withholding more money than is authorized under the contract will constitute a breach of the contract and entitle the Contractor to cease work on the project and to seek damages against the Owner or pursue any other legal remedy.

14. **Directions to Subcontractors.** The Owner shall not interfere with the work performed by any of Contractor's employees, subcontractors, or suppliers. The Owner shall not direct any such person to cease work or to perform work contrary to the Contract Documents or otherwise direct the work of any such person. All directions by Owner regarding the work may be made only to the Contractor or the Contractor's designated project supervisor.

15. **Title to Real Property.** Owner warrants and represents to the Contractor that Owner has fee simple marketable title to the real property, free and clear of all liens and encumbrances, where any and all Minor Projects are to be constructed. Owner further warrants that Owner has legal right of access to the real property and all rights of title, including easements necessary for the construction, use, and occupancy of the structure. It shall be the sole responsibility of Owner to mark the boundaries of the real property and the location on such property where the structure is to be constructed. Any loss or damage suffered by Contractor, Owner or any third party as a result of a defect in title or incorrect designation of the boundaries or location of the structure shall be borne solely by the Owner.

16. **Soil Tests.** In the event the results of any soil test require modification to the structure, the cost of such modifications shall be added to the Contract Price, and the GMP will be adjusted accordingly.

17. **Licenses, Permits, Fees.** Owner shall be responsible for the cost of, but Contractor shall secure, all licenses and permits and any tests that may be required by governmental entities to obtain a certificate of occupancy or to construct the project.

18. **Contractor's Insurance.** Contractor agrees that it will secure and maintain in full force and effect during the course of construction a builder's risk policy and all other insurance required by law in connection with the work to be performed under this Agreement. The cost of such insurance shall be added to the Contract Price, together with the Contractor's

22. **Substantial Completion.** The Contractor shall notify the Owner when it considers the substantial completion of the work or a portion thereof to have been achieved. The Contractor will provide a punch list to the Owner. The Owner shall conduct an inspection of the building and make any additional punch lists they deem appropriate. The Contractor will promptly correct all punch list items. Once the Contractor determines that the punch list items have been corrected, it will notify the Owner, who will inspect the building to verify that the work has been completed.

23. **Final Payment.** Upon completion of all items on the punch list and the Contractor's supplying the Owner with the final contractor's affidavit and lien/bond releases (which may be conditioned upon the receipt of final payment) from all lienors who have served notice to owner/notice to contractor, the Contractor shall be entitled to receive all remaining amounts due under this Agreement.

A. When final completion has been achieved as to all of the work in the contract documents, the Contractor shall prepare for the Owner's acceptance a final application for payment stating that, to the best of the Contractor's knowledge and based on the Owner's inspections, the work has reached final completion in accordance with the terms and conditions of the contract documents.

B. Prior to final payment, Contractor shall provide the Owner with documentary verification satisfactory to the Owner that all material suppliers, subcontractors and workers have been properly paid all monies that PSBI has received from the Owner for their work. (This can be verified through acknowledgments by the subcontractors and suppliers that they have been paid in-full through the date of the last Owner-paid draw request, and by way of conditional final lien/bond releases that are conditioned upon the receipt of final payment.)

C. Final payment of the balance of the contract price shall be made to the Contractor within 10 days after the Contractor has submitted the documentation required herein.

24. **Certificate of Occupancy.** Regardless of any provision herein to the contrary, in no event shall Owner move into the structure or occupy the same until a certificate of occupancy is issued, the initial punch list is agreed upon, and the Contractor has been paid the full Contract Price. Until the obligations in the preceding sentence are met, the Owner shall not store any personal items in the residence or on the job site without Contractor's permission. Contractor shall not be liable for any personal items brought to the site or stored in the premises by Owner that are not to be incorporated in the residence or that are not covered by Contractor's insurance.

25. **Records Regarding Project.** Contractor shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Agreement. Upon request, Contractor will give Owner or Owner's designated agent access to the Contractor's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Agreement. Likewise, upon request by Contractor, Owner shall provide to Contractor or its designated agent copies of, or in lieu thereof at Owner's election provide access to, Owner's records and receipts relating to this Agreement, including, but not limited to, all matters pertaining to Owner supplied items (if allowed herein).

26. **Termination of Agreement.**

A. The Owner may terminate this Agreement if the Contractor materially fails to comply with the term(s) of this Agreement or if Contractor abandons the project (unless such abandonment or failure is based upon a prior default by Owner which Owner has failed to cure). Contractor shall be deemed to have abandoned the work if Contractor fails to perform any work

1. Jimmy Gander
2. _____

30. **Attorney's Fees.** In the event of any dispute arising out of or related in any way to this Agreement, the prevailing party shall be entitled to recover all costs thereof, including reasonable attorneys' fees.

31. **Severability.** If any provision or any part thereof contained in this Agreement is in conflict with any statute or rule of law, then such provision or part thereof shall be deemed null and void to the extent that it may be in conflict therewith, but without invalidating the remaining provisions of this Agreement.

32. **Binding Effect.** This Agreement shall be binding upon and shall enure to the benefit of the parties hereto, their heirs, and personal representatives. Neither party, without the other's prior written consent, shall assign this Agreement or the rights and obligations hereunder.

33. **Negotiation of Agreement.** This Agreement has been negotiated and prepared as a joint undertaking of the parties. The general rule of law that an agreement is to be construed against the party preparing the same shall not apply in this transaction or any litigation arising hereunder. Nothing herein shall preclude or limit either party from pursuing such legal remedies as may be available to either party based upon breach of this Agreement.

34. **Force Majeure.** Contractor shall not be liable to Owner for any loss, cost or damage resulting from or arising out of a delay or inability to perform this Agreement caused by any force majeure occurrence.

35. **Laws of Florida.** This Agreement shall be construed and enforced in accordance with the laws of the state of Florida.

36. **Remedies Cumulative.** All remedies herein shall be deemed cumulative.

37. **Authority of Owner:** The Owner represents and acknowledges that the person signing this contract has full authority to enter into this Agreement, has been given full authority to bind Franklin County School Board to this Agreement, and that no other board approval or further action is necessary to bind the Owner to this Agreement.

[Signatures on next page]

Capital Projects Fund 370 Status

Franklin District School Board
12-Oct-11

370 Fund Balance as of 7/1/11	\$ 6,112,792.67
Estimated 2011-12 Revenue	\$ 1,868,366.17

Projected Total Funds Available \$7,981,158.84

Encumbrance & Expenditures: July 1-Oct. 12,2011

Encumbered for multi- purpose construction

\$1,493,801.43

Encumbered for Johnson-Peterson Architects

\$107,854.60

Expenditures:

"Other" 2011-12 Expenditures from fund 370

\$130,073.35

JRA Architects

\$5,821.14

DAG

\$21,538.20

Johnson-Peterson Architects

\$22,811.40

PSBI

\$547,198.91

Total Encumbrances & Expenditures:

\$2,329,099.03

Outstanding Payables:

JRA

\$26,275.86

DAG

\$5,921.80

Transfer to Gen. Fund

\$325,000.00

Transfer to Debt Service

\$1,537,740.05

Total Outstanding Payables:

\$1,894,937.71

Total Encumbrance, Expenditures & Payables \$4,224,036.74

Multi-purpose building

Original

Contract Amt.	Contract. Bal.
---------------	----------------

JRA Architects

\$117,147.00	\$26,275.86
--------------	-------------

PSBI

\$2,041,000.34	\$1,493,801.43
----------------	----------------

Marine Lab Platform

Original

Contract Amt.	Contract. Bal.
---------------	----------------

DAG ARCHITECTS

\$29,030.00	\$5,921.80
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Bus Maintenance Facility

Johnson-Peterson

Original

Architects

Contract Amt.	Contract. Bal.
---------------	----------------

\$130,666.00	\$107,854.60
--------------	--------------

Projected fund balance & future use \$3,757,122.10

THIS INSTRUMENT PREPARED BY:
BARBARA SANDERS
ATTORNEY AT LAW
Florida Bar #442178
P.O. Box 157
Apalachicola, FL 32320

KENDALL WADE CLERK
CO:FRANKLIN ST:FL

RECORD VERIFIED
BY *Lisa Zuprell* DC

FL# 200001158 B 634 P 77
REC NO. 01005203092

WARRANTY DEED

This Indenture, made this 18th day of January, 2000, by the FRANKLIN COUNTY, a political subdivision of the State of Florida, as grantor, and the FRANKLIN COUNTY SCHOOL BOARD, whose address is 155 Avenue E., Apalachicola, FL 32320, as grantee.

WITNESSETH, that for and in consideration of the sum of \$1.00 and other good and valuable consideration in hand paid to the grantor by the grantee, the receipt whereof being hereby acknowledged, the grantor does hereby grant, bargain and sell to the grantee and the grantee's successors and assigns forever, the following property, situate, lying and being in Franklin County, Florida, to-wit:

See Exhibit A, attached.

SUBJECT TO THE FOLLOWING RESTRICTIONS:

1. Zoning, restrictions, prohibitions and other requirements which may be imposed by governmental authority, which are not reimposed or extended hereby.
2. Restrictions and other matters appearing on the recorded plat.
3. Public utility easements of record.
4. Taxes for 1998 and all subsequent years.
5. All liens, encumbrances and mortgages of record.
6. The property and premises are transferred and accepted in an "as is" condition.
7. The property shall be used only for public purposes.

REVERTER:

The property shall revert to the ownership of the grantor if the grantee shall sell the property to a third party.

The grantor does hereby fully warrant the title to the property and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair or Vice Chair of said board, the day and year first aforesaid.

Franklin County Board of County
Commissioners

By Clarence Williams
CLARENCE WILLIAMS
CHAIR

ATTEST: Kendall Wade
KENDALL WADE
CLERK OF CIRCUIT COURT
FRANKLIN COUNTY, FLORIDA

OFFICIAL
SEAL

EXHIBIT A

FL# 200001158 B 634 P 78
REC NO. 01005303083

Commence at a St. Joe Paper Company concrete monument marking the Northwest corner of Section 15, Township 8 South, Range 6 West, Franklin County Florida and run South 89 degrees 01 minutes 27 seconds East along the North boundary of said Section 15 (as monumented) a distance of 2120.18 feet to a St. Joe Paper Company concrete monument lying on the Easterly right-of-way boundary of State Road No: 65, thence run South 03 degrees 28 minutes 28 seconds West along said right-of-way boundary 2378.00 feet to a re-rod (marked #4261) marking the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 03 degrees 28 minutes 28 seconds West along said right-of-way boundary 809.49 feet to a re-rod (marked #4261), thence leaving said right-of-way boundary run South 85 degrees 55 minutes 36 seconds East 1405.14 feet to a re-rod (marked #4261), thence run North 03 degrees 28 minutes 42 seconds East 860.35 feet to a re-rod (marked #4261), thence run North 87 degrees 59 minutes 59 seconds West 1405.59 feet to the POINT OF BEGINNING containing 26.93 acres, more or less.

The Franklin County Board of Education

August 5, 2015

Dear Madam Chairman and Honorable Board Members,

The EWSD proposes the following equitable solutions to design deficiencies in potable water delivery and wastewater effluent disposal:

- 1) Potable water delivery: EWSD is offering the consolidated school potable water at a reuse cost structure for the purpose of irrigation. The usage cost would be offset by the schools' electrical and maintenance costs of its current irrigation method. There are two distinct benefits: the elimination of health risks and maintenance costs associated with current application methods and the increased flow utilization of the schools dedicated potable water line during off hour/season use.
- 2) Wastewater effluent disposal: The EWSD is offering the consolidated school an alternative to the school's dedicated spray field currently planned on the school property. Current estimated cost to the school for its spray field is in excess of \$550,000.00 plus land value. The EWSD is currently planning a new wastewater plant and effluent disposal system at its existing wastewater facility. Preliminary engineering designs suggest that the school's 26,000 GPD effluent disposal could be incorporated in with EWSD's on-site design at a construction cost of approximately \$52,000, (which represents less than 10% of the school's cost to develop its own effluent disposal site)

In summary, the EWSD offers these solutions for the mutual economic benefit of both entities and the citizens they serve.

Respectively,

George K. Allen III
Administrator EWSD



May 3, 2012

Mr. Jimmy Gander
Chairman
Franklin County School Board
85 School Road, Suite One
Eastpoint, Florida 32328

Subject: Hwy. 65 Sprayfield – Proposed Bus Maintenance Facility

Dear Chairman Gander:

It is our understanding, based on communication between our respective board representatives that the Franklin County School Board (Board) desires to construct a bus maintenance facility and refueling station on property it owns on Hwy 65, north of the Franklin County Jail. The proposed project will be situated in an area that is currently designated as part of the effluent disposal sprayfield site, permitted by the Board under the terms of the Interlocal Agreement between the Eastpoint Water and Sewer District (District) and the Board, dated May 22, 2007, attached.

Referencing Exhibit 1, entitled Franklin County School District, Maintenance Facility, Concept Plan, the proposed project appears to:

- Cause the existing sprayfield site area to be reduced by approximately two acres.
- Result in adjustment to the boundaries of the sprayfield site.
- Require a permit modification from FDEP.
- Provide the opportunity for the Board to further fulfill its obligation to the District for sprayfield capacity.

The District is amenable to working with the Board and to take such actions as necessary to facilitate the permit modification for the sprayfield, in accordance with the terms of the Interlocal Agreement. All costs for the permit modification will be at the expense of the Board.



We request that upon completion of the data collection/ analysis phase of the permit modification process that our respective staffs review the findings and discuss the modifications, prior to submittal to FDEP for approval. We also request that any modification to the Interlocal Agreement that is proposed by the Board in connection with the permit modification be presented as a separate matter for the District's consideration.

Sincerely,
George K. Allen, III
Administrator
Eastpoint Water and Sewer District

FRANKLIN COUNTY SCHOOL BOARD
Regular School Board Meeting

May 11, 2011 - 6:00 p.m. - Willie Speed School Board Room

The Regular School Board Meeting was held on the above date with the following members present: Chairman Jimmy Gander, Ms. Teresa Ann Martin, Mr. David Hinton, Mr. George Thompson and Mr. Carlton Whaley. Also present were Nina Marks, Superintendent, and Barbara Sanders, Board Attorney.

1 CALL TO ORDER/APPROVE AGENDA (Chairman Gander)

Chairman Jimmy Gander called the meeting to order.

Prior to the approval of the agenda Superintendent Marks removed items 4A, 4B and added Kris Bray's name to item 16B.

Mr. Hinton move to accept agenda, second by Mr. Whaley. The motion carried unanimously.

2 INVOCATION AND PLEDGE OF ALLEGIANCE (Mr. David Hinton)

Mr. David Hinton gave the invocation, followed by the pledge to the flag.

It was announced that after the invocation and pledge a moment of silence would be observed for Mr. Willie Speed, former educator, FCSB member and FCSB Chairman who had passed away May 11, 2011.

3 REPORTS/INFORMATION ITEMS

A. Nina Marks, Superintendent

1. David Vincent, JRA Architects, Update
2. Johnson-Peterson Architects, Inc. - AIA Document B104-2007 Presentation
3. Crisis Communication Committee
4. *** Food and Nutrition Services - Terry Hilton

B. Barbara Sanders, FCSB Attorney

1. Final Orders - 3/24/11, 4/14/11 APPROVAL

Mr. David Vincent, JRA Architects and Mr. Aaron Boyette, PSBI Construction Manager gave reports on the Multipurpose Building construction plans and projected a potential October completion.

Mr. Ivan Johnson, Peter Johnson Architects, reported on the Bus Barn project. There was some discussion of the placement of the building, mitigation of wetlands and investigation of secondary access.

Aaron Boyette, PSBI, gave a brief update on the classroom over the water. He reported that DAG Architects were working on the environmental permitting and finalizing the design.

Superintendent Marks reported discussion was held with the Crisis Communication Committee concerning the lack of ability to report a problem in school areas in a confidential and secure manner, the tower and cell phones not producing what is needed for security. The discussion also encompassed the cost of upgrading a notification system, uhf radio linkup with Franklin County Sheriff's Office and the proactive investigation into a security notification system.

Robin Tennille, Food Service Director, reported that the Food Service would now be under the Department of Agriculture.

She also presented Ms. Terry Hinton and Ms. April Dalton who reported to the Board about the awards they had won at a conference they had attended.

Coach Josh Wright, High School/Middle School Athletic Director addressed the Board with his plan to preserve the middle school sports program.

Other discussion by the Board covered supplement negotiation with the union, daylight ball games and certification of coaches to drive school buses.

Ms. Martin moved to create a Resolution honoring Mr. Willie Speed, second by Mr. Hinton. The motion carried unanimously.

A recording of the entire preceding is available, upon request, for a fee.

Chairman Gander called for a budget workshop, discussed the cost breakdown of Teachers on Special Assignment (TOSA), School Resource Officer, Travel Reimbursement, the need of the Board to decide to ask for .25 mill or to levy a sales tax at the next election. He also expressed concern over the three Capital Projects planned. He requested the funds versus the cost of the projects be investigated.

May 25th was agreed upon as an acceptable date for a workshop.

Mr. Hinton discussed the sales tax process in order to place it on the ballot and a workshop on policies and Code of Conduct.

Mr. Whaley discussed the placement of the School Calendar on the web site as soon as approved.

Mr. Thompson commented on the clean up of the burn area and health insurance.

X Ms. Sanders presented the Johnson- Peterson Architects, Inc. AIA Document B104-2007 contract listed in Item #3A2 for approval. Mr. Hinton moved to approve, second by Mr. Whaley. The motion carried unanimously.

Attorney Sanders presented two final orders for approval.

Mr. Thompson move to approve, second by Mr. Martin. The motion carried unanimously.

4 ENTERTAIN BUSINESS OR PRESENTATIONS FROM VISITORS

Ten (10) minutes shall be allocated to the proponent/opponent/Superintendent & Board Members - 30 minutes maximum (FCSB Policy: Chapter 2.00 School Board Governance and Organization - Board Meetings 2.22, 4C)

A. Liz Roper - Positive Project for Bus Students POSTPONED

B. Jennifer Gilman - School Specialty - Programs Created for Franklin County School District POSTPONED

5 Minutes Approval

A. 04/07/11 FCSB Minutes

B. 04/14/11 FCSB Minutes

C. ***04/20/11 FCSB Workshop

Mr. Thompson moved to accept minutes, second by Mr. Hinton. The motion carried unanimously

6 Agreements

A. Florida Virtual School Program Participation (N. O'Grady)

Mr. Whaley moved to approve #6, second by Mr. Hinton. The motion carried unanimously.

7 Policies

A. Franklin County School Board Policies Winter 2011

Mr. Hinton moved to table #7, second by Mr. Whaley. The motion carried unanimously.

8 Memorandum of Understanding

A. ***Franklin County School District & Franklin County Literacy, Inc.

B. *** Project Impact, City of Apalachicola & Franklin County School District

Mr. Hinton moved to approve #8, second by Mr. Thompson. The motion carried unanimously.

9 Substitutes

A. ***May 2011 List

10 Positions

A. 2011-2012 Instructional Staff w/ Professional Services Contracts (G. Oehlert)

B. Eva H. White - Retirement

C. Roderick Robinson - Secondary Guidance Counselor 2011-2012 (G. Oehlert)

Ms. Martin moved to approve items #9, 10, second by Mr. Whaley.

A recording of the entire preceding is available, upon request, for a fee.

Chairman Gander asked if 10A listed the entire staff to be hired under professional services contracts and Mr. Oehlert agreed that it did, and that the staff to be hired as annual contract would come before the Board in June.

Chairman Gander asked Mr. Oehlert if Mr. Robinson had fulfilled his requirements to be the guidance counselor and Mr. Oehlert reported he had completed his Masters-Degree and passed the certification test.

The motion carried unanimously.

11 Purchase Orders (Over \$10,000.00)

- A. PO #050277 - Osceola Supply, Inc. -\$12,926.35

12 Monthly Bills (Mailed to Board)

- A. 040611 - \$299,488.59
B. 041311 - \$ 53,775.15
C. 042011 - \$129,027.36
D. 042711 - \$ 49,558.12

13 Request For Proposals

- A. Tax Anticipation Line of Credit RFP Advertisement (R. Carroll)

Ms. Martin moved to approve items #11,12 & 13, second by Mr. Whaley.

There was discussion for need and efficiency of the new floor machine.

The motion carried unanimously.

14 Monthly Financial Report

- A. Document to Follow (R. Carroll)

Mr. Carroll discussed the financial report with the Board. No Action

15 Student Travel

- A. ***2011-2012 Varsity Squad to UCA Cheerleading Camp - Auburn University **ACTION**

Ms. Martin moved to approve, with provision that a school bus be provided, second by Mr. Whaley.

The motion carried unanimously.

16 Travel Requests

- A. Melonie Inzetta, Lynn Clark, Paula Dykes, Beverly Parish - Scholastic Read 180 National Summer Institute FYI
B. Harolyn Walker, NGSSS CAR-PD Training FYI
C. ***Leigh Shiver, Robert Coursey - 22nd Annual Summer Workshop FYI
D. ***Roy Carroll - Florida School Finance Officer Association Conference FYI

17 Plans

- A. Alternative to 4 Day School Week (N. Marks, R. Carroll) **ACTION**

Superintendent Marks stated that there was not enough time to get an efficient process in place for the 4 Day Week. She also did not feel it would be beneficial at this time to do the 4-day week.

There would be further discussion in the workshop.

Mr. Hinton moved to table #17, second by Mr. Whaley. The motion to table carried unanimously.

18 Memberships

- A. Florida School Labor Relations Service 2011-12 Membership **ACTION**

Mr. Thompson moved to deny, second by Mr. Whaley. The motion carried unanimously.

A recording of the entire preceding is available, upon request, for a fee.

19 Proposal Recommendations ACTION

- A. Bluemanta
- B. Gilmore Services
- C. Advanced Processing Imaging, Inc

Mr. David Meyer, Director of Technology, explained that the imaging of documents was going paperless. He recommended Advanced Processing Imaging, Inc. He further explained that this was the only company with school knowledge & the ability to interface with FOCUS.

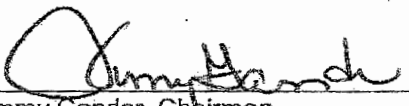
Mr. Whaley moved to accept Mr. Meyer's recommendation, second by Mr. Hinton. The motion carried unanimously.

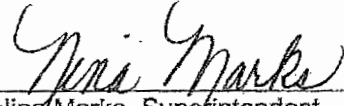
20 Other

- A. Letter of Appreciation - 2011 Tigers Program FYI
- B. Spring 2011 Senior and Middle School Exam Schedules FYI
- C. Annual Franklin County School District Report - FCAT, Students Retained in Grades 3 through 10, Number of Students Promoted for Good Cause by Category of Exemption FYI
- D. ***Florida Local Area Notification System FYI

21 Adjournment

Mr. Hinton moved to adjourn, second by Mr. Whaley. The motion carried unanimously.


Jimmy Gander, Chairman


Nina Marks, Superintendent

**FRANKLIN COUNTY SCHOOL BOARD
REGULAR MEETING
WILLIE SPEED BOARD ROOM
JANUARY 10, 2013
6:00 P.M.
MINUTES**

BOARD MEMBERS PRESENT: Jimmy Gander- Chair, George Thompson-Vice Chair, David Hinton, Teresa Ann Martin, and Pam Shiver

OTHERS PRESENT: Nina Marks, Superintendent, Al London Director of Auxiliary Services and Barbara Sanders-Board Attorney

1 CALL TO ORDER/APPROVE AGENDA-(Chairman Gander)

Chair Gander called the meeting to order at 6:05 p.m.

Motion by Hinton, seconded by Shiver to approve moving agenda item 4A to agenda item 3A and leave the remaining agenda items unchanged; Motion carried 5-0

2. INVOCATION AND PLEDGE OF ALLEGIANCE-(Chairman Gander)

3. INFORMATION ITEMS

3A. Mr. Joshua Hodson, Manager of the St. George Island State Park, John Gorrie Museum, and Orman House State Park, presented a \$200 check to the Future Builder's Association. He said in a program started off last year in building some picnic tables in cooperation with the shop class. He said through his friends of Franklin County citizens support organization decided to give a \$50 donation for each table the shop class has constructed. He said the shop class' picnic tables are featured in each of the three (3) state parks.

A. Nina Marks, Superintendent

Supt Marks explained that the item she was going to discuss was not listed on the agenda but she had contacted our building supervisor to update the Board on the status of permitting for the Bus Barn and gas tank.

Mr. Ivan Johnson of Johnson & Petersen Architects addressed the Board. He told the Board that the location of the proposed project was now at the southwest corner of the property which is right up against the Franklin County Sherriff's facility. Mr. Johnson explained that 90% of the construction documents for Phase I and Phase II were complete.

Chair Gander expressed his confusion that the last thing he remembered the Board approving was work for permitting since the Board was already obligated for that work for in order to not to lose out on getting the permits.

Mr. Johnson explained to Chair Gander that the last time his company appeared before the Board the contract was amended and all the construction and construction administrative costs were removed.

Those items were replaced with obtaining the permitting necessary to get the spray field site re-permitted. Mr.

Johnson clarified that he was not talking about actual construction, just construction documents. He said the area would be ready for building and environmental permitting in about two (2) weeks and an additional two (2) weeks to obtain the construction permits. He recommended to the Board that after all the permitting is in place to put the project on the shelf until the Board was ready to act on either Phase I or Phase II.

Chair Gander asked if the District had been approved for the fueling island. Mr. Johnson said no that the project had been separated into two (2) phases so if the Board wished it could start earlier.

Chair Gander requested that at a future meeting, Shannon Venable, Finance Director find out what the District had in capital project funds and see how and when construction could actually commence.

Aaron Boyette, with PSBI, construction manager for Franklin County schools, addressed the Board and clarified that Mr. Johnson was only taking the project through the permitting phase and then place project on shelf until funds were available. He said the permits were good for three (3) and could be extended if necessary for a minimal fee.

1. Create Security Task Force

Supt Marks explained that she hosted a meeting in her office with Sheriff Mock, Captains Segree & Creamer, Board member Pam Shiver, Pastor David Walker and Mr. Al London, Director of Auxiliary Services to discuss school safety. She explained that there was room for additional persons to serve on the Task Force so if anyone was interested in serving on the task force, to please contact her.

2. Superintendents Budget Reduction Recommendation

Supt. Marks explained that she met with Directors Mr. Nick O'Grady, Director of Curriculum and Vocational Programs and Mrs. Martha Weimorts, Director of Special Programs have tried to amend their grants and move over as much monies as they could in order to help cover the salaries based on approvals received. The District received the FEFP finance report at the end of December and based on enrollment projections the District is down \$619,000. She explained that in July 2012 the District was notified of a 6% reduction in property values. After brainstorming with Directors, cost reductions in the amount of \$313,000 were presented to the Board and approved. On August 29 2012 DOE was notified that Franklin County was ok. At the end of October 2012 the District was notified of an additional decrease in property values of \$2,000,000 and the District was hit with another 7.3% in property tax revenue reduction totaling \$563,000. Supt Marks explained that she and her Directors began immediately working on a fiscal recovery plan which was required by DOE. A plan was formed and interim DOE Education Commissioner Pam Stewart approved the plan as presented. Supt Marks explained that the \$619,000 figure was based on projections of student enrollment and those projections are submitted in January for the following year. She discussed that there is a tiny window of time to make changes, but once that window closes, no changes in student enrollment numbers could be made. Supt. Marks went on to say that in February during the legislative session; the state budget is being created based on those enrollment projections from all 67 school districts. Supt Marks explained that since our student projections were overstated by 159 students, the state adjusted our funding by \$619,000 to compensate for the drop in student numbers. Supt Marks told the Board that the summary she just presented regarding the budget shortfall was factual regardless of any other rumors the Board may have heard. Supt Marks said in order to quickly eliminate the \$619,000 budget deficit she would recommend all administrators and Board members who had already taken a 5% cut in salary effective July 1, 2012, take an additional 14.5% reduction which would equal a saving of approximately of

\$51,000. Supt Marks continued her recommendation that all other District employees who had not taken a salary reduction of 19.5% which would equal \$513,000 due to number of staff affected by the 19.5%. However Supt Mark commented that she was open to suggestions from the Board.

Chair Gander asked if salaries were going to be negotiated during this meeting. Attorney Sanders responded that the Board would not be negotiating salaries at this meeting. Attorney Sanders commented that the salary cuts recommended to the Board were offered as a measure of reducing the deficit. Chair Gander explained that he had ideas of his own which may be more pleasant. Chair Gander asked Supt Marks how much declining enrollment supplement the District would receive back to offset the \$619,000 budget deficit. Supt. Marks told Chair Gander that regarding declining enrollment the District as far as she knew would receive zero monies. Chair Gander clarified that the projected student enrollment of 1298 was given to the Board; the Board did not come up with that number. Chair Gander explained that if the actual number was around 1138 students the numbers are off 12.3% and since this was a state wide calculation, he was unaware of any other District being off by more than 3%. Chair Gander suggested the budget was padded and that the District would not receive declining enrollment monies just because student count was over estimated. Supt Marks agreed that the projections were too high.

Chair Gander asked due to miscalculated FTE in 2011-2012 budget year, how much money did the District loose. Neither supt. Marks nor Mrs. Venable, Finance Director had a definitive answer. Chair Gander explained that he had the minutes from the September 6, 2012 which indicated that the first thing he asked about was the latest student counts. He said that he has inquired at about the student count at each meeting since. Chair Gander gave an example of having an entire budget year (10 pay periods) to make cuts verses only 6 pay periods; having the reduced number of pay periods causes the cuts to double. Chair Gander was of the opinion that the District budget is based on student count and that count is what property values are based on so if the student count is incorrect, property values are also incorrect. Chair Gander questioned why the District did not receive the full amount of funds from the property appraiser's office. Chair Gander explained that it is not his job or his position to go to the property appraiser's office on behalf of the District. Chair Gander believed that there was less pleasant way to handle this budget issue and the Board would be presenting some suggestions to the Union for member approval.

Ms. Martin asked why an executive session was not scheduled prior to the meeting tonight and Chair Gander responded, telling Ms. Martin that the Board had to see what the recommendations were before making decisions and that even in an executive session the Board would not be at liberty to discuss recommendations from the session.

Attorney Sanders explained that the executive session is closed and that it is strictly used to come up with the bargaining position. She said the public is entitled to hear about the financial circumstances.

Ms. Martin asked if the Board was to make decisions tonight based on Supt Marks recommendations. Attorney said explained to Ms. Martin that it would be considered unfair labor practices if decisions were made tonight. She said that the Supt Marks presented the current state of the budget and what modifications the Board would make would be discussed in the executive session and then sent to the Union for them discuss. Chair Gander reminded Board members and the public that they could make suggestions regarding budget amendments.

Chair Gander indicated that he wanted to state his suggestion publicly and his suggestion was to defer payment of salaries until July 1, 2013; meaning that the checks employees normally get in June would not be received

until July 1 because since June 2013 is in the current budget and July 1 would be in next year's budget, giving the District time to recoup the \$563,000 loss of funds from the property appraiser's office. He said he felt this delay would be better than employees not getting their checks at all or taking sizable pay cuts. Chair Gander said the Board wanted to do the best they could for employees and though there may be some legality issues regarding the salary deferment suggestion, but if something is not ratified soon, the District would run out of money.

Mr. Hinton agreed with Chair Gander's salary deferment suggestion because he felt the funds loss because of the tax re-calculation would be made up next year by an increase in the mileage and the District would have the extra monies in next year's budget. Chair Gander and Supt Marks agreed that it was not certain that the District would recoup the entire \$563,000. Chair Gander explained that his goal was not to have any increase in FTE student count for next year because he would rather have the State give the District and not take it. Chair Gander said that he felt that the District could handle either the property tax re-calculation or declining enrollment; but not both happening at the same time.

Mr. Hinton asked Supt Marks about information received in the Board package regarding budget recommendations that were for immediate consideration but she did not mention those when she talked about budget reductions earlier. Supt Marks explained that she had just received the updated figures from Mrs. Venable and those figures are what she verbally recommended which were the 14.5% and 19.5% salary reductions totaling \$564,000.

4. ENTERTAIN BUSINESS OR PRESENTATIONS FROM VISITORS

A. Joshua W. Hodson, Manager St. George Island State Park (moved to item # 3A)

Ms. Cathy Woods, FCTA president addressed the Board. She explained that the Union oversees negotiation. She said that you do not have to be a Union member to vote to ratify or not to ratify. She went on to say all employees can go to the ballot box and make a decision once Union leadership agrees on something at the table to present to employees. Ms. Woods said she was left breathless by the 19.5% recommendation which would take approximately \$10,000 from her \$48,600 base salary.

Ms. Wood explained that she appreciated the information provided Supt. Marks and Chair Gander offering some insight on how the budget deficits were created however she is continually asked why we have such a large deficit. She explained that she submitted a letter to her members explaining the reduction in property values and declining student enrollment possibly due to BP and the dwindling availability of seafood. Ms. Woods said during budget time it was discussed that our District mimic Gulf County and neighboring Districts by going for a full 1 mileage increase not ½ mileage. Chair Gander indicated that he supported the ½ mil because he thought it would sell better to the public but he agreed that in retrospect it should have been 1 mil.

Supt Marks clarified to Ms. Woods that the value of that ½ mil went down to the re-calculation of property values. Ms. Woods wanted to know why the State would not allow the District to borrow a ½ mil from Capital Outlay Funds and put it back later.

Supt Marks explained to Ms. Woods that her questions have been posed to the State. Supt explained that she and Mrs. Venable were meeting with State officials tomorrow but at this time the State had not given her any answers and advised that everyone be patient.

Chair Gander expressed concern in having the District ask the same questions over and over. He explained that some things are beyond the District control. Chair Gander recommended the District should concentrate on

it could change.

Ms. Woods explained although the District was experiencing a financial crises and campus morale was unsettled there were positive things happening on the campus. She explained that staff was frightened about Supt Marks recommendations document attached to the back of the agenda and they came to her asking how they could fix this problem without hurting the children of Franklin County, but at this time she or Supt. Marks answers. Chair Gander indicated he wanted to know and would find out how the fund balance reduced and ultimately depleted. Chair Gander complemented District employees and explained that he had an open door policy to his employees and constituents.

Ms. Wood shared with the Board that last year's Pre-K scores were in the 85 percentile and she was very proud of the participants in the voluntary Pre-K program.

Chair Gander explained he would like to see a permanent system in place that would track students from Pre-K through graduation in the school system. Chair Gander wanted to know that if Pre-K scores are high and the FCAT scores are C, at some point there is a problem that needs to be addressed.

Ms. Woods explained that because of the budget crises and frightening Pre-K presentation presented to the Board in July, she was concerned of possible programs cuts. Chair Gander responded to Ms. Woods that at this time there were no cuts of programs or personnel presented to the Board at this time.

Mr. Hinton commented to Ms. Woods that the Board chose a ½ reduction mil because we could reduce Capital Outlay by ½ mil and not hurt the budget. Mr. Hinton explained that the reduction was important because the Board had assured voters that there would be no total increase milage.

Ms. Woods responded to Mr. Hinton that Franklin County was the 4th lowest milage in the State of Florida and it should be raised. Chair Gander explained to Ms. Woods that the milage she was talking about is calculated by the State not the Board. He explained that the Board only had control over the Capital milage and ½ mil and nothing else.

Supt Marks addressed the Chair Gander and explained to him that the recommendation 3A2 Ms. Woods was referring to needed to be corrected. Supt Marks said for the record she wanted to clear up the number 11 (District Support Staff). The 11 is not an accurate number because in the past it was assumed that if you worked at the District level you could not be part of the bargaining unit. In review of job descriptions, there are only 4 people at the District office that would be considered as confidential employees, so that number 11 for purposes of understanding those are the rules, but everyone is involved with the bargaining unit.

B. Barbara Sanders, FCSB Attorney

Attorney Sanders explained to the Board that she had spoken with Greg at PAEC and it was ok to proceed with the \$1,200 contract with PAEC to do crunch the numbers for the District's VAM scores.

Attorney Sanders also explained that she had been contacted by the law firm handling the Board's BP Claim and that the District would need to move forward with the lawsuit. There is a form called a "Presentment" and The Board needs to designate Chair Gander or Supt Marks to sign the document. The document has to be signed prior to filing a lawsuit.

Motion by Martin, seconded by Hinton to authorize Supt Marks to sign the "Presentment" document on behalf of the Board; Motion carried 5-0

C. Board Members

Chair Gander pointed out that he found out that if your property adjoins the water, the BP Claim is automatic; he was unsure how it would affect municipalities. Attorney Sanders explained that she had spoken to Mr. Harrison because the District's property was on the Bay and was told that the presumptive zone is not on this side of the Bay, only on the Island side. The District's property was not within the presumptive zone. Chair Gander was of the opinion that it would be well worth the District's time to send someone out there to fill out the form and see what BP might happen. Attorney Sanders said she would do that on behalf of the District.

Mr. Thompson asked Supt Marks, why on the FEFP report are Franklin and Jefferson counties the only two in the State to have zero (0) for Recognition Allocation. Supt Marks explained that the District went from a B to a C grade. Supt Marks commented that when the District went from a C to a B grade the District teachers received \$66,000 which came from the school recognition monies from the State Lottery.

Mrs. Shiver commented that she was glad to see the District aggressively pursuing Sparsity Funding.

Ms. Martin thanked Mr. Boyette for putting up the light pole.

Mr. Marvin Boyd withdrew his request to address the Board.

ITEMS RECOMMENDED FOR APPROVAL BY CONSENT

5. PERSONNEL

A. George Oehlert- No Action taken since contracts ends June 30, 2012

B. Paula Dykes

C. Betty Stephens

D. Paul Marxsen

E. Richard Metcalf

F. Maria Revercomb

Motion by Martin, seconded by Hinton to accept the letters of resignation from (5F) Revercomb, (5C) Stephens and (5B) Dykes; Motion carried 5-0

Motion by Martin, seconded by Hinton to accept the letter of dismissal for (5E) Metcalf; Motion carried 5-0

Motion by Hinton, seconded by Martin to accept (5D) Marxsen unequivocal letter of resignation; Motion carried 5-0

Attorney Sanders explained to the Board that back in December there was a letter from Ms. Gibson which was not an official letter of resignation and suggested Ms. Gibson's letter is re-agenda for the next meeting to revoke her letter.

Chair Gander commented that the Board approves a staffing plan at the beginning of the school year and was of the opinion that if major changes are being made to the approved plan that upsets classrooms and teaching arrangement, the plan should be brought back before the Board.

Chair Gander allowed Laura Baney, FCS Middle School ESE teacher to address the Board. Ms. Baney explained to the board that every year her assignment gets changed but suggested that changes should be left to the discretion of the supervisor based on what is best for the students.

Chair Gander allowed CJ Weyrick, FCS High School ESE teacher to address the Board. Ms. Weyrick was of the opinion that teachers are feeling threatened by administrators regarding RIF and if teachers do not go along with changes they may lose their jobs.

Chair Gander was of the opinion that teachers need to be part of the discussion.

Supt Marks Ms. Weyrick where has she seen a RIF list and Ms. Weyrick responded that is what she had heard. Supt Marks stated that there is no RIF list and her she has not received calls regarding this issue. She said it was a possibility of a RIF but nothing has been decided.

Attorney Sanders said there are no names or positions attached to the fiscal recovery plan to reduce the budget deficit. Attorney Sanders commented that there has never been a list of name to RIF. Chair Gander explained that for the record the Board must initiate a RIF and that RIF is positions not people.

Chair Gander allowed Principal Oehlert to address the Board. Principal Oehlert explained that he spoke to Ms. Gibson today and told her there was no RIF. He said that he told Ms. Gibson not to start packing anything unless the Board says there is a RIF. Supt Marks said for the record the State could institute a RIF.

6. TRAVEL REQUESTS

A. Martha Weimorts, ISRD Mid-year Institute for ESE Administrators

*B. C.J. Weyrich, Life Center Training/Train the Trainer

Motion by Thompson, seconded by Martin to approval item 6A & B; Motion carried 5-0

7. SUBSTITUTES

A. January 2013 Substitute List

Motion by Shiver, seconded by Thompson to approve item 7A; Motion carried 5-0

8. OTHER

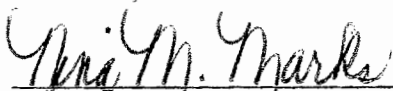
A. Supplement Pay (George Oehlert)

Motion by Thompson, seconded by Hinton to approve item 8A; Motion carried 5-0

9. ADJOURNMENT

Motion by Martin, seconded by Shiver to adjourn; Motion carried 5-0 Meeting adjourned at 7:30 p.m.


JIMMY GANDER, BOARD CHAIR


NINA-M. MARKS, SUPERINTENDENT

**FRANKLIN COUNTY SCHOOL BOARD
REGULAR MEETING
WILLIE SPEED BOARD ROOM
6:00 P.M.
FEBRUARY 21, 2013**

BOARD MEMBERS PRESENT: Jimmy Gander- Chair, George Thompson-Vice Chair, Teresa Ann Martin, and Pam Shiver

BOARD MEMBER(S) ABSENT: David Hinton

OTHERS PRESENT: Nina Marks, Superintendent, Al London Director of Auxiliary Services and Barbara Sanders-Board Attorney

1 Call TO ORDER/APPROVE AGENDA-(Chairman Gander)

Chair Gander called the meeting to order at 6:04 p.m.

Franklin's Promise Facilities Use Form was added as item 11E.

No action was taken to approve the agenda.

2. INVOCATION AND PLEDGE OF ALLEGIANCE- Jimmy Gander

3. INFORMATION ITEMS

A. Nina Marks, Superintendent

Superintendent Marks discussed a handout she had given to given to Board members and offered copies to the public if they would contact her office. The handout pointed out legislative bills as they related to Education. She explained to Board members that Senate Bill 0392 and House Bill 0525 was causing concern among panhandle Superintendents as bills related to joint use of public school facilities. Superintendent Marks explained that those two bills would allow anyone who wanted to use any of our public school facilities for any purpose would be approved. She suggested Board members pay attention to the language contained in some of the proposed laws up for approval this year.

Chair Gander asked Superintendent Marks if she had insight on any more bills that bills the Board should focus on. Superintendent Marks responded she attended a Superintendent's Meeting in Tallahassee and those two bills seemed to pose the most immediate concern. Chair Gander recommended individuals call their State Senator or Representative and voice either your support or opposition regarding those bills. Superintendent Marks explained that another area of concern was the School Book Depository, which is where the District's resource area is for obtaining text books for students. She said Senator Bill Montford was supporting a bill allowing individual school Districts to choose what text books to use. Superintendent Marks expressed concern that our District was too small and did not have the personnel or time to review multiple text books on various subjects for students and teachers. She said small District Superintendents were going to talk to the senator about changing the language in his bill.

Ms. Martin expressed concern regarding House Bill 874, which allowed the County to fund school security. She explained that a property tax would be levied to help pay for the cost of school security. Superintendent Marks explained that the list of bills given to the Board are in committee but are being made public so the Board would be afforded the opportunity of getting involved in the bills involving education.

A1 Substitute Report January 2013

No questions or comments regarding the January 2013 Substitute Report.

B. Barbara Sanders, FCSB Attorney

Attorney Sanders had nothing to bring before the Board.

C. Board Members

Mr. Thompson had nothing to bring before the Board.

Mrs. Shiver commented on findings of the District Audit Report. She explained that one line item indicated that the District did not realize potential cost savings by paying lowest and best prices for contracted services consistent with acceptable quality and performance. Mrs. Shiver was of the opinion that it was easy to become comfortable with a contractor and regardless of how good a job they do, the District needed to stay competitive. She said Board policy states that "no obligation shall be created by contract to exceed a period of twelve (12) months." She felt that most of the contract services were being handled that way but she wanted to make sure it was being done across the board. Mrs. Shiver explained that according to FL Statue 10.10 the purchase of a professional services which include legal services such as an attorney, paralegal or health services are not required to be bid upon and although the bidding process of the services could be waived, the contract may not. She said she would like to see a term limit set on the District's contract services to restore public view that there is not a monopoly on services in addition to realizing potential cost savings. Mrs. Shiver explained that she did not want to be viewed as being on a tangent, but she wanted to bring this topic up for discussion. She asked if the Board attorney had a contract in place yet. Attorney Sanders explained that it was not in place yet. She said the Board had asked her to get something together for February's meeting but it would probably not be ready until March. Attorney Sanders told Mrs. Shiver that a contract simply states she could be fired at any time and if Mrs. Shiver could get enough votes, she could fire her right now. Mrs. Shiver said she did not want to fire Attorney Sanders, but she wanted to see a contract indicating what the District was bound too and what it was paying for. Attorney Sanders explained that every year at the organizational meeting the Board decides on whether to rehire her as the School Board Attorney; her rate is \$125 per hour and has been that for a number of years. Attorney Sanders told Mrs. Shiver that if she had specific questions about the services she renders she certainly answer them for her. Attorney Sanders explained that generally she does either what the Board or the Superintendent asks her to do; sometimes through people, the Superintendent did not have to personally ask her.

Mrs. Shiver asked Attorney Sanders if that was the limit of her contractual obligation, because usually a contract explains what actions you are bound by and she has seen that in other contracts and felt that just quoting a price was kind of vague. Attorney Sanders said she was bound by the rules that regulate the Florida Bar Association and has a professional obligation to represent her client vigorously within the bounds of the law; that is why legal services are not required to be bid. She said any of her clients dissatisfied with her legal services could retain other council.

Mrs. Shiver explained that if the District is basing its budget on a certain amount and not having a contract seems open-ended. Attorney Sanders explained that the way it has been budgeted in the past, to see what her fees have been historically and that number will be in the budget every time.

Attorney Sanders explained to Mrs. Shiver that if she wanted her contact to say do not exceed a certain amount it would just depend on the services as needed. Mrs. Shiver responded that in looking at the sample contracts she received, they were more specific than just an hourly rate. Mrs. Shiver explained that she was not advocating for getting another attorney, but that she would like accountability across the board regarding all contract services and possibly having a policy for term limits non bid contracts. Mrs. Shiver said that there is a 12 month limits on the required bid contracts but not those not required to bid. Chair Gander asked Mrs. Shiver for example and she said

lawyer and paralegal. Chair Gander explained that the Board attorney is hired annually so her term limit is 12 months and if her contract is not renewed, then it goes away similar to a contract the Board had before them tonight which was up for renewal.

Mrs. Shiver said she was referring to the bidding process and legal, paralegal or health services were not required to be bid. Ms. Martin asked Mrs. Shiver if she wanted to see the attorney contract to be treated as an open bid contract. Mrs. Shiver explained that what she would like to have any contract that was not required to be bid have term limits such as 3 or 5 years in case someone else coveted the position. Chair Gander commented he was lost regarding the 3 or 5 year limits. Mrs. Shiver clarified that not the actual contract but the request of an RFP for those types of contracts. Mrs. Shiver was of the opinion that when services are opened up for bidding it becomes a fair process.

Attorney Sanders explained that when the School Board attorney resigned in 1988, the Board asked for legal services RFPs and she was chosen and has been annually renewed since that time. She commented that the reason you do not bid out professional services is because lowest bid is not always the best. She went on to say that there is a fiduciary relationship between the client and the lawyer and anytime the client is unhappy with that relationship or if the public were to somehow convince the Board that they had lost confidence in the Board attorney it could be addressed that way. Attorney Sanders told Mrs. Shiver that she was working on a contract to present to the Board. Mrs. Shiver explained that the attorney contract presented on a meeting agenda and has not been seen and she is curious about the status of the contract.

Ms. Martin commented that if Mrs. Shiver wanted to see a stipulation in the attorney's contract limiting the amount of money to be paid in a given year. Attorney Sanders explained that she could not contractually agree to charge a certain amount because she would be unable to predict what legal problems may arise. Mrs. Shiver explained that she had reviewed sample contracts from other school districts and those contracts were written in great detail; not just an hourly rate. Attorney Sanders explained that she had reviewed the sample contracts from other Districts the basic contract explains that you can be fired if we do not like you and we will pay you this much per hour to do what we ask you to do. Mrs. Shiver was of the opinion that occasionally the contracts which are usually rolled over should possibly be opened up for bidding and she asked if the District had ever RFP (request for proposal) the legal services contract. Chair Gander responded that to his knowledge no RFP had ever been requested for the legal services contract. Ms. Martin commented that if it's not broke, then don't fix it.

Chair Gander talked about having some workshops and wanted to go ahead and schedule when the workshops would occur. Superintendent Marks told Chair Gander that she would like to schedule the workshop on March 7 and have it start at 6p.m. and follow with the regular meeting. Attorney Sanders suggested that since the calendar was set at the organizational meeting, meeting could start at 6p.m. and then have the Chair adjourn meeting or the regular meeting schedule would have to be changed. Chair Gander and Ms. Martin asked that the budget be included in the workshops.

Chair Gander clarified with Shannon Venable, Finance Director and Superintendent Marks, that the criticism received in the audit report was due to the District hiring a project manager and allowing contractor to make purchase of materials and supplies and did not bid. Chair Gander explained that the Board was not criticized due to the contract they made. Ms. Martin had nothing to bring before the Board.

4. DIRECTOR'S REPORTS

A. George Oehlert, Principal

No comments or discussion on report from Principal Oehlert

B. Martha Weimorts, Director of Special Programs

No comments or discussion on report from Mrs. Weimorts

Chair Gander asked Mr. London to explain to the Board about surplus equipment at the bus barn. Mr. London explained that there is a large amount of equipment and tools at the Bus Barn from other schools, gathering dust and detreating. He explained that he had several people ask him if any of the equipment was for sale, however none of the equipment and tools were on the District's inventory list so it is considered surplus equipment which could possibly be sold to recoup some profits. Chair. Gander commented that some of the items he was interested in doing something with were some old school buses. Mr. Gander explained that he had spoken to Attorney Sanders who advised him that the Board could agenda at the next meeting and declare property as surplus equipment and put a price on the equipment and allow to be sold. Mr. London commented that all we do not sell, we can scrap for metal. Mrs. Shiver commented that possibly local churches would be interested in purchasing a bus. Mr. London commented that he had received offers of \$4,500-\$5,000 for a couple of the buses, sight unseen, however he would explore further. Attorney Sanders clarified that the Board would agenda at next meeting to declare the equipment at the bus barn as surplus property.

5. ENTERTAIN BUSINESS OR PRESENTATIONS FROM VISITORS

Mr. Grayson Shephard addressed the Board as a representative of Sportsmen of Franklin County. Mr. Shephard explained that a year ago FWC (Florida Fish and Wildlife Conservation Commission) approached the county about building a rifle range in Franklin County and presented an extensive plan detailing the construction of the range. Mr. Shephard said FWC identified the property north of the Franklin County Sherriff's Department as a location to build the gun range/trap and skeet field but he was aware that the District owned the property. Chair Gander told Mr. Shephard that he was the first person to approach the Board regarding this gun range although someone had gone as far as to draw up a plan. Mr. Shephard explained that it was reported in the Apalachicola Times last week that the County sent the School Board a letter about this project. Chair Gander responded that he could not confirm any correspondence from the County Commission but when County Commission wanted property to build a hospital on, they sent their attorney. Chair Gander explained that the District has a very precise agreement with Eastpoint Water and Sewer and the District is ready to build but is lacking the funds. Superintendent Marks explained that Eastpoint Water and Sewer has updated permits for the next 10 years. Mr. Shephard suggested the Board put a bill of sale together and submit to the County because FWC has agreed to build a gun range on that site. Chair Gander was of the opinion, who plans to build something on property belonging to someone else. Superintendent Marks remarked that the District has approximately \$500,000 invested in the property and Chair Gander commented that the District had property specific drawings for the for the bus barn.

Ms. Cathy Woods, FCS Intervention Teacher and FCTA President addressed the Board. She told the Board that as FCTA president, she represents 73% of teaching staff but all staff was able to vote on ratification on contract and 99% of all employees voted. Ms. Woods explained that all District employees would be affected by agreeing to furloughing the last two planning days without pay and she understood that the school would be closed for those two days from the county on down. Ms. Woods was of the opinion that the teachers and support staff were not responsible for the creation of the financial crises and all who voted to ratify stepped up to help and should receive a pat on the back. She asked how can we prevent this crises from happening again and how can we have better accountability. Ms. Woods explained that she is accountable as a teacher for her classroom and challenged the Board to be accountable to teachers and staff. Teachers and staff go above and beyond and do not receive supplements.

ITEMS FOR APPROVAL

6. MINUTES

- A. 01/10/13 Regular Meeting
- B. 01/24/13 Regular Meeting
- C. 01/31/13 Special Meeting

Motion by Martin, seconded by Shiver to approve items 6A, 6B & 6C; Motion carried 4-0

7. TRAVEL REQUESTS

- A. Franklin County Schools Brain Bowl Team

Motion by Martin, seconded by Thompson to approve item 7A; Motion carried 4-0

8. PERSONNEL

- A. Mike Malone, Medical Leave

Thompson asked if there was a doctor's order for this medical leave. Superintendent Marks explained that the District had not received the order but his return is contingent upon receipt of a doctor's note. Attorney Sanders clarified that this was not Workman's Comp but FMLA (Family Medical Leave Act) and normally the District requests the employee get a letter from the doctor saying the person needs the leave. Chair Gander commented that he wanted to make sure this requested was treated like all other and that all requests like this were being done correctly.

Motion by Thompson, seconded by Martin to approve item 8A; motion carried 4-0

9. SUPPLEMENTS

- A. Shevial Weston, Assistant Softball
- B. Robert Revercomb, Weightlifting

Motion by Martin, seconded by Shiver to approve items 9A & 9B; motion carried 4-0

10. CONTRACTS

A. Pro-Steel Building, Inc. (PSBI) Contract Extension

Chair Gander clarified that this was just an extension of the District's contract with PSBI (construction manager). Superintendent Marks explained it was a two year contract extension and PSBI would only be used as needed. She explained that the Board was only extending off the original contract which expired in April 2013. Mr. London commented that there was no cost associated with extending the contract.

Motion by Martin, seconded by Shiver to approve item 2 year contract extension with District construction manager Pro-Steel Building, Inc. (PSBI); motion carried 4-0

B. Collective Bargaining Ratification

Chair Gander pointed out that District administrators took a 5% pay cut and did not complain. He commended those administrators.

Motion by Martin, seconded by Shiver to approve item #10B; motion carried 4-0

11. PLANS AND AGREEMENTS

- A. 2012-2013 Franklin County School Parent Involvement Plan
- B. GASB 45 Reporting-Actuarial Services
- C. Gulf Coast Work Force Board Worksite Agreement
- D. Transportation of Students with Disabilities
- E. Franklin's Promise, Facilities Use Waiver

Ms. Martin asked Mr. O'Grady to explain the Gulf Coast Work Force Agreement (11C). Mr. Nick O'Grady, Director of Curriculum address the Board. He told the Board that Workforce money available through the state was supplementing unemployed individuals. As a type of on the job training, the Workforce Board pays individuals \$10 per hour and the District agrees to supervise workers but is not responsible for any type of benefits. Mr. O'Grady said individuals can work a maximum of 30 hours per week, however Workforce funds end June 30, 2013. The District listed maintenance and transportation as job descriptions for the Workforce Board. Chair Gander asked how many people he expected to hire and Mr. O'Grady responded that so far no one has shown up to be fingerprinted however he was unsure how many would be working. The District sent out the job descriptions and once Workforce Board found people with those skills, they would be sent to the District. Mr. O'Grady explained that he told Workforce that the District could not bring anyone in until the contract was executed. Chair Gander asked for an update at the next Board meeting on how things were going.

Chair Gander asked Mrs. Weimorts, Director of Special Programs for clarification on item Transportation of Student with Disabilities (11D); who was transporting the students. Mrs. Weimorts explained that the mother would be transporting the child would be paid. Chair Gander asked if Crooms was still transporting children and Mrs. Weimorts said yes they were transporting students to Gretchen Everhart in Tallahassee. Chair Gander clarified that this was one of the contracts the District advertised and Mrs. Weimorts responded yes.

Motion by Thompson, seconded by Shiver to approve items 11A, 11B, 11C & 11D; Motion carried 4-0.

Chair Gander asked if Franklin's Promise, Facilities Use Waiver (11E) was a request to use a facility or to use the facility at no charge; Superintendent. Marks responded that it was a request to waive the fee. Superintendent Marks asked that Mr. Joe Taylor address the Board. Mr. Joe Taylor, President of Franklin's Promise addressed the Board. Mr. Taylor explained that Franklin's Promise want to host a prosperity rally and have a prosperity day at the FCS gym and kick off the organization of the prosperity team have the community come together and celebrate the accomplishments. Mr. Taylor said Franklin's Promise would like to use the gym after school on March 8 so that some of the teacher and students could participate; he invited the District to be a part of the prosperity team. Mrs. Shiver asked how often would they be using the facility and Mr. Taylor said it would be just this one time. Mr. Thompson asked what FP (Franklin's Promise) would be doing in the gym. Mr. Taylor said there would be an hour long program, music and introduction of the prosperity team and share community success stories. Principal Oehlert indicated the gym was available on that date.

Attorney Sanders clarified that the District was not sending students to this rally. Ms. Martin wanted to know if Mr. Taylor had a team to clean up after the rally; he said yes. Attorney Sanders wanted to know if JLA (Jessica Lunsford Act) applied to after school and Mr. London said he was fairly certain that JLA applied during school hours but would double check on that. There was discussion among about if visitors would have to go through the front office and receive a visitor's pass or would it be treated like a ball game where visitors just entered the gym. The consensus was that Mr. London would look at the Jessica Lunsford Act and determine what process needed to be followed. Chair Gander commented that the Board had recently turned down the Franklin County Sherriff's Dept. request for a fee waiver. Ms. Martin said this was the first year the Sherriff's Department was turned down and it was turned down because they wanted to use the facility for a Christmas Party.

Motion by Martin, seconded by Shiver to approve waiving the facilities use fee for Franklin's Promise; Motion carried 4-0.

12. FINANCE

- A. ABC School 09/30/12 Quarterly Report
- B. ABC School 12/31/12 Quarterly Report
- C. Proposed General Fund Budget Amendment #3
- ☒ D. Superintendent's Monthly Financial Report 07/01/12-01/31/13

Shannon Venable, Director of Finance addressed the Board. She asked if the Board had any specific questions regarding items 12A & 12B and there were none. Mrs. Venable explained that to date the District had received 74% of its revenue however last year at the same point we had received 67%. She explained the she had increased revenue by \$61,691 which was property tax revenue received from year 2007; appropriations are continually being adjusted based on current staffing and operations, however the recently approved ratification agreement was not shown on this budget amendment but would be reflected next month. Budget amendment #3 has a negative fund balance of -\$206,849 but based on decision on MOU fund balance is estimated to be a positive \$246,074, of which \$3,638 .04% is unrestricted. The change is coming from the \$450,000 reduction in expenses for the 2 furlough days and deferred payroll. Mrs. Venable commented that the original budget started out at \$11,557,921 but budget amendment #3 takes it to \$10,181,755; a total decrease of \$1,376,166. Chair Gander asked what was the biggest portion of the 1.376 million dollar reduction and Mrs. Venable responded that it was a number of things. Mrs. Venable commented that Mr. London expressed concern in his Director's report about bus routes and storage in Carrabelle. \$35,000 was removed from the budget and as the District continues to make a decision on what the bus storage in Carrabelle will be, we will need to look at the budget and adjust accordingly if a solution cannot be found.

Chair Gander if there would be any personnel changes reflected on the next budget amendment like Mike Malone and Coach Wright. Mrs. Venable responded that she would look at Mike Malone because he was not reflected at all in Budget Amendment #3 but all other personnel are reflected in this amendment. Mrs. Shiver indicated she noticed 3 retirees and were they reflected in this budget amendment. Mrs. Venable explained that the District had to pay off their terminal leave which was included.

Motion by Shiver, seconded by Thompson to approve item 12C; Motion carried 4-0

Motion by Thompson, seconded by Shiver to accept items 12A & 12B; Motion carried 4-0.

Superintendent Marks told Chair Gander that he needed to back up and approve 12D. Chair Gander remarked that he did not think it had to be approved; Superintendent Marks said it is approved sometimes and sometimes it is not approved. Chair Gander said he intentionally skipped over 12D. He noted that the report was on the agenda.

13. DUES/MEMBERSHIPS/SUBSCRIPTIONS

A. Florida School Board Association

Mrs. Shiver asked if you had to be a member to participate in FSBA trainings and Chair Gander responded no you did not. Superintendent Marks commented that the dues were \$8,400 annually. Item 13A, died from lack of motion.

14. BILLS

A. 02/13/13, 189,157.66

Motion by Martin, seconded by Shiver to approve item 14A; Motion carried 4-0.

Chair Gander indicated he wanted to look at the cost FADDS dues.

ADJOURNMENT: Meeting adjourned @ 7:31 p.m.

**FRANKLIN COUNTY SCHOOL BOARD
REGULAR MEETING
WILLIE SPEED BOARD ROOM
MARCH 21, 2013**

MINUTES

I. CALL TO ORDER/ADOPTION OF AGENDA- Meeting was called to order at 6:03 p.m.

Chair Gander asked that item XA be moved to IB. Supt Marks asked that item 7B2 (FISH Report) be pulled.

Motion by Martin, seconded by Shiver to approve agenda with changes; Motion carried 5-0

A. INVOCATION AND PLEDGE OF ALLEGIANCE- Teresa Ann Martin

IB. Lydia Country, FCS Teacher and Odyssey of The Mind Sponsor addressed the Board. Ms. Countryman gave a summary to the Board about Odyssey of The Mind Team. She told them that Franklin County placed second in the Emerald Coast Region and would be attending the State Competition in Orlando. The team performed a song for the Board.

Board congratulated the students and expressed pride in the young group. Chair Gander invited the students back to update the Board on the competition outcome.

Motion by Hinton, seconded by Martin to approve travel request for Odyssey of the Mind State Competition; Motion carried 5-0

INFORMATION/DISCUSSION ITEMS

II. TIME RESERVERED/ SUPERINTENDENT

A. FCAT Incident/Public Record

Supt Marks explained that the investigation is still underway and no information can be disclosed at this time. Mr. Thompson asked if this was an internal or state investigation and Supt Marks responded that it was both.

B. Shooting Range.... Future Board Plans

Supt Marks informed the Board that other property is being sought for the shooting range.

C. Recommendation regarding Policy 7.20: Accounting and Control Procedures; "Superintendent's Report"

Supt. Marks explained that this item IIC will be discussed during the Finance portion of the agenda.

D. Driving Forces for Turnaround Project/Reminder to commit by March 15 for April 3 & 4 in Tallahassee

Supt Marks talked about the driving forces behind the Turnaround Project and encouraged the Board to attend.

E. Substitute Report, February 2013

No commentary from Supt Marks or questions from the Board on IIE.

III. TIME RESERVED/ BOARD ATTORNEY

Attorney Sanders reported that one of the FCS Brain Bowl Teams placed second in their division.

IV. TIME RESERVED/BOARD MEMBERS

Ms. Martin shared with the Board that she received a phone call from someone who indicated that Ms. Green, MIS Specialist needed help because during Spring Break she did not have access to information since the school was closed. Supt Marks explained that the District has been working very hard and a process had been developed to assist Ms. Green. Ms. Martin asked Supt Marks to follow up because the Districts lose thousands and thousands of dollars if this is not handled correctly. Mr. London, Director of Auxiliary Services explained that the District has switched from the Gateway to FOCUS system, however Ms. Green's main strength has been the Gateway System so there has been a learning curve but the District and State are providing as much support as they possibly can. There are numerous things going on behind the scenes to get the District on firm footing. Chair Gander requested a report back to the Boards on efforts being made to rectify any problems with FOCUS.

Mr. Hinton, requested handwritten numbers on the pages in the agenda.

Mrs. Shiver explained that she would not be able to attend the RESTORE Council meeting scheduled for March 28, 2013 however she shared with the Board that funds would be dispersed equally among council members. Chair Gander asked Ms. Martin she would be able to attend the meeting in place of Mrs. Shiver. Ms. Martin explained that due to her employment in the Franklin County's Tax Collector's office it would be a conflict of interest if she attended the meeting. Chair Gander explained that he had spoken to some people about the RESTORE Act. He said basically the County will get the money and groups have to go and write projects to get a piece of the money. Chair Gander suggested the District develop a project in order to get some RESTORE Act funding. Supt Marks shared with the Board that Directors, London, O'Grady and Weimorts and herself attended a RESTORE Council Meeting on March 11 at the Estuary in Eastpoint. She explained that some of the conversation of the meeting surrounded getting children prepared for new businesses possibly entering the area so she asked Mr. Dan Rosier, RESTORE Council member to speak on behalf funding for school academies. Supt Marks was of the opinion that if the District could fund academies, providing interest for students in different areas and offering certification programs, would better prepares them for the job market in this community and surrounding communities. Chair Gander spoke possibly obtaining additional funding for the building trades program.

Mr. Hinton talked about showing a direct relation to loss of students from the BP oil spill in order to receive reimbursements for the loss of student funding. He felt that would be a better approach than equal distribution. Chair Gander explained that the RESTORE Act funds have been earmarked for economic development. Attorney Sanders said the District already had a lawyer working on a BP damages claim. She explained that the attorney is working on a funding plan and that attorney is working on behalf of several surrounding counties.

Mr. Thompson asked about the status of the principal hiring. Supt Marks explained that the hiring interviews took place today and at the next Board meeting she would be submitting a recommendation for hire. Mr. Thompson asked if Supt Marks was involved in the Senior Class incident regarding finances. Supt Marks responded that the District received advice from auditor to avoid involvement in this situation. Mr. Thompson was of the opinion that student groups or organizations could not use the school name for fundraisers to benefit trips/activities taking place after graduation. Supt Marks responded that there were rules in place concerning internal and external accounts. Chair Gander said he would like to see an established policy regarding this situation. Supt Marks indicated a policy was already in place requiring class sponsors to sign off on and that an external account could be set-up but under a different set of rules.

Chair Gander asked Attorney Sanders to review the policy and make sure the Board is not liable if something happens. He also requested the school level administrators and staff is educated on how to implement this policy; at some point there has to be some do's and don'ts. Chair Gander asked Attorney Sanders to create some guidelines for this situation.

Attorney Sanders requested Supt Marks to send her office the templates of Board policies so that Board requested policy changes could be made with minimal effort. Supt Marks expressed concern that she pays Jeanette Malone, longtime District employee to make changes to Board policies. Chair Gander suggested Attorney Sanders obtains the policy from Mrs. Malone, makes the changes, not on the template, but on the policy, send it back to Ms. Malone who would then edit the policy and send back to Attorney Sanders for final approval. Supt Marks was in favor of the suggestion. Attorney Sanders explained this process may work sometimes but not as well if there are extensive changes that need to be made and felt it would be more efficient if Mrs. Malone would just send the template. Supt Marks asked if Attorney Sanders would do underlines and strike-through indicating the parts that were being changed and Attorney Sanders indicated she would do that.

Ms. Martin questioned outside fundraising; what rights does the Board have? Supt Marks explained that there is an internal senior account under the supervision of Ms. Sawyer and then there is the one outside of the school. Attorney Sander commented that years ago the Board limited the District to only one Senior Trip which is Grad Night. The Board would not be liable for a trip that occurs after school is out. Ms. Martin was adamant that sponsors and students be made aware of our policies regarding non-sponsored school trips.

Mr. Hinton mentioned the absence of a Sheriff Deputy at tonight's meeting. Chair Gander requested Supt Marks to ask the Sheriff's Department to have a deputy attend all Board meetings.

ENTERTAIN VISITORS

Sherry White, parent addressed the Board. Prior to her speaking to the Board, Attorney Sanders explained that she would not be allowed to say anything identifying the employee involved in the ongoing investigation. Also the employee would have to be put on notice if any discussion of wrong doing were taking place about that employee. Mrs. White asked when the investigation would be completed and Supt Marks responded that she was unsure, however when investigation was completed she will inform all parties involved. Chair Gander clarified that the Office of Professional Practices was the department handling the DOE portion of the investigation and Supt Marks confirmed that he was correct. Attorney Sanders explained that once the investigation is completed and closed, student names will be redacted but all other parts of the file will be made public.

Attorney Sanders was of the opinion that the District and DOE investigations were separate and once the District investigation is completed, the file then becomes public record. Supt Marks responded that the process has changed regarding investigations by the Office of Professional Practices. Mrs. White told the Board that she had spoken with DOE and was told her son could only retake his test if he failed the 10th grade and her concern was how would a potential college view his college transcript showing that his test was marked invalidated although it was not his fault. Mrs. White wanted assurance that the teachers involved are reprimanded because such behavior is unacceptable. Supt Marks explained that it is not a negative if a test is shown as invalidated because the child may have been absent the day of the test. Chair Gander expressed concern on behalf of the Board for Mrs. White and her son.

V. DIRECTOR'S REPORTS

A. MARTHA WEIMORTS, DIRECTOR SCHOOL IMPORVEMENT & SPECIAL PROGRAMS

1. Pre-K; ESE; ESOL/ELL; Comprehensive Reading Plan; District Leadership Team

Mrs. Weimorts explained that the ELL Plan (English Language Learners) is required by DOE and indicates how the District will help children with English.

Motion by Martin, seconded by Hinton to approve ELL Plan (item # VII A2) on the agenda; Motion carried 5-0

Mrs. Weimorts explained that she was working on the comprehensive reading plan along with Kris Bray and Harloyn Walker, which would be submitted to the DOE on March 29. Once approved by DOE it will be submitted to the Board for approval.

She also told the Board that she had submitted the District's 3rd grade summer reading plan to DOE and once approved will submit for Board approval.

B. AL LONDON, DIRECTOR AUXILIARY SERVICES

1. Public Records Training; Update on Baseball/Softball Field; Advertise for Bus Mechanic; E-Rate Filing Update

Mr. London explained to the Board that he and another employee would be attending an extensive Department of State public records training on April 10. After the training, a webinar would be held at the District office later in the month. He told the Board that the Baseball back stop had been repaired.

The bleachers were awaiting inspection and Coaches have been instructed to prohibit anyone from sitting on the bleachers. Mr. London said he will have the undamaged bleachers bolted down as soon as a maintenance person was available. A mechanic at Bus Barn resigned and applications were being accepted for the position. The E-Rate filing was completed and the District would be receiving approximately \$61,000. Chair Gander expressed his pleasure with the way Mr. London handled the E-Rate filing.

C. SHANNON VENABLE, DIRECTOR OF FINANCE

1. Revenue Summary Report;

Mrs. Venable informed the Board that Board policy 7.20 indicated the Board must approve the format of the monthly financial report. Mrs. Venable explained that she would like permission keep using the current format and asked the Board to approve utilizing the same format. Chair Gander responded that he would like to approve the continued use of the current format contingent the Board's right to chance if necessary. He commented that he took exception to the 2011-2012 Audit Findings which indicated 6 of 9 reports contained no revenue information because the Board depends on the information submitted by the Finance Department. Chair Gander wanted to note in the audit findings that the Board did ask at every meeting for fund balance figures and it did not matter if they reviewed revenues and expenditures since the biggest discrepancy was with the salaries and benefits portion of the budget. Mrs. Shiver mentioned that she would like to see more detail included in the format of the financial report. Chair Gander explained to Mrs. Shiver that the Board was only approving the format of the report not the information submitted in the report however Chair Gander clarified with Mrs. Venable that the only difference would be the addition of the one page revenue summary submitted monthly; Mrs. Venable confirmed his assessment.

Motion by Hinton, seconded by Martin to approve the reporting format of the monthly financial report; Motion carried 5-0

2. 2013-2014 FTE Forecast

Mrs. Venable explained that the 2013-2014 FTE projection was 1086.29 FTE which was a decrease of 52.54 FTE from the 2012-2013 year's projection of 1138.83. Chair Gander explained that it is very important to understand that if you increase FTE you run the risk of losing funding because when you over project you do not receive funds for declining enrollment.

ITEMS FOR APPROVAL

VI. HUMAN RESOURCES/PERSONNEL

A. SUPPLEMENTS

1. Kelli Wright, Interim Athletic Director

Chair Gander questioned the appointment of an interim Athletic Director who is leaving at the end of the school year and not someone who is staying on with the District. Supt Marks explained that Mrs. Wright has a knowledge base of the new athletic software program. Supt Marks added that this

supplement was not in any way retro but would begin tomorrow through June 30. Mrs. Shiver suggested having Mrs. Wright train the incoming athletic director on the new software.

Motion by Thompson, seconded by Shiver to approve item VI A1; Motion carried 5-0

B. MARCH 2013 SUBSTITUTE LIST

Motion by Martin, seconded by Hinton to approve item VI B; Motion carried 5-0

VII. PLANS/CONTRACTS/AGREEMENTS/PROPOSALS/BIDS

A. PLANS

1. 2013-2014 School Calendar (O'Grady)

Mr. Hinton asked if the calendar had to say Fall or Winter Break instead of Thanksgiving and Christmas. Mr. O'Grady explained that the main goal was to put together a calendar that would best help our children to succeed. Mr. Bidwell commented that the calendar committee gave no thought to the terminology; they only changed numbers. Chair Gander commented that the Board has been adamant every year about having Thanksgiving and Christmas instead of Fall and Winter terminology. Mr. Bidwell explained that it is a brand new committee every year and the new people may not be aware of the Board's requests.

Ms. Martin commented that some employees feel you should follow statute and not use religious terms on the school calendar. Ms. Cathy Woods, calendar committee member, explained that due to the Constitution and First Amendments rights, it would be easier to call it Fall, Winter or Spring, instead of assigning religious labels. Contentious conversation occurred between Mr. Hinton and Ms. Wood concerning the use of religious wording on school calendar and Mr. Hinton was of the opinion that the days should be labeled as what they are; Thanksgiving, Christmas, Easter.

Mr. Hinton questioned the shortening of the Thanksgiving holidays from one (1) week to three (3) days. Mr. Bidwell explained that if the District does not get semester exams in before Christmas holidays, students' grades suffer. Chair Gander, Ms. Martin and Mr. Thompson expressed their support of the semester exams taking place before Christmas break. Coach Todd, calendar committee member explained that from the athletic side, most schools have already had their semester exams before Christmas break and students have received GPAs from the 1st semester allowing them to play the entire 2nd semester. He said for schools that wait until the 2nd semester, students may play for a few weeks, but their GPA may keep them from playing any longer causing problems for the coach. Mr. Bidwell added having the exams before Christmas break helps with staying on the same schedule as Gulf Coast State College where many students are dually enrolled.

Mr. Thompson asked if the calendar committee discussed eliminating Spring Break and have kids graduate from school earlier.

Mrs. Shiver commented that parents liked the way Spring Break was scheduled this year.

Motion by Hinton, seconded by Shiver to approve item VII A1 but eliminate Winter break and Fall break terminology from calendar, motion carried 5-0

2. 2013-2014 ELL (English Language Learner) Plan (see item #V A under Director's Reports-Martha Weimorts)

B. AGREEMENTS

1. P.O.W.E.R Buying Group (PGB)

Motion by Shiver, seconded by Thompson to approve item VII B1; Motion carried 5-0

2. Florida Inventory of School Houses (FISH) -pulled

C. BID-RATE REQUEST

1. Bid Opening-Agent of Record

Attorney Sanders opened three (3) bids for health insurance agent of record:

- Employee Benefits Consultants, Inc.-received 03/20/13
- Strategic Benefits Group-received 03/21/12
- J. Smith Lanier and Company-received (no date indicated)

Attorney Sanders recommended that the bids be turned over to Mrs. Venable so she would run the numbers and organize the insurance committee meeting.

VIII. FINANCE

A. FCSB BUDGET AMENDMENT #4

Mrs. Venable told the Board the fund balance was \$187,842 with negative \$51,138 unrestricted fund balance or negative 5.5%. She explained that a revenue adjustment to increase State Forest Funds by \$221,999; expenditure adjustments were lead payoff to principal; operation of plant; reduction of materials and supplies; salaries for deans, guidance counselors, academic coaches; ESE services; reduction of salaries for furlough days; health aide salaries.

Chair Gander asked if these figures were included on the current budget amendment and Mrs. Venable responded, budget amendment #4 matches the monthly financial report and confirmed that the District unrestricted fund balance was still in the red. Chair Gander asked if the E-Rate money received was in the budget and Mrs. Venable responded it was not included in budget amendment #4.

Mrs. Shiver requested an RFP for the labor attorney.

Motion by Shiver, seconded by Hinton to approve item #VIII A; motion carried 5-0

B. SUPERINTENDENT'S MONTHLY FINANCIAL Report

Motion by Martin, seconded by Hinton to approve VIII B; motion carried 5-0

IX. BILLS

A. 03/06/13 \$97,434.43

Motion by Hinton, seconded by Shiver to approve IX A; motion carried 5-0

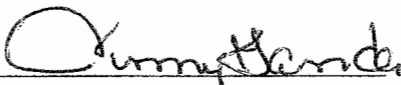
X. TRAVEL REQUEST* see item #1 B**

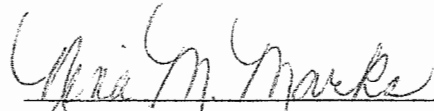
A. FRANKLIN COUNTY SCHOOLS

1. Odyssey Of The Mind State Competition: Lydia Countryman-Coach/Sponsor
Ursula Countryman-Student
Anna Riley- Student
Trinity Hardy- Student
Krista Martina- Student
Jaylynn Lyston- Student
Kendall Meyer- Student

Motion by Martin, seconded by Shiver to adjourn; Motion carried 5-0

Meeting adjourned at 7:53 p.m.


JIMMY GANDER, BOARD CHAIR

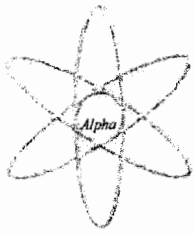

NINA M. MARKS, SUPERINTENDENT

4/26/13

Proposed Amendment to School Board/EWSD Interlocal Agreement

Bullet Talking Points:

- Paragraph 7 – Eliminate Language relating to perpetual easement on existing property.
- Modify Effluent Discharge Capacity requirement for the Consolidated School to 20,000 gpd, based on calculations agreed upon by EWSD and School Board.
- Paragraph 5 – Eliminate obligation (iv).
- Add a paragraph that memorializes in the amendment to the agreement that as it relates to other obligations, the parties are all square.
- School Board will redirect allocated funds in the amount of 20,000.00 from the Bus Barn Project to assist the EWSD in planning a sprayfield on the “45 acre tract” owned by the District
- School Board shall not be obligated to contribute funds for construction of a sprayfield on this new site.
- School Board will purchase _____ gallons of potable water for irrigation purposes at a rate of 0.XX per 1,000 gallons. This flow will be separately metered. Agreement to purchase shall be for 5 years, with two two-year extensions.



**Alpha Geotechnical
and Testing Services, Inc.**
Certificate of Authorization No. 00007967

Foundation Evaluations
Environmental Studies
Construction Materials Testing

June 14, 2013
File No. 13-2511

Mr. Russell Large, PE
Inovia Consulting Group, Inc.
1983 Centre Pointe Blvd., Suite 103
Tallahassee, FL 32308

Subject: Subsurface Exploration with Evaluation of Seasonal High Groundwater for **Franklin County Bus Barn Storm Ponds**, Highway 65, East Point, Florida

Gentlemen:

As authorized on 6/6/13, Alpha Geotechnical and Testing Services, Inc. completed a subsurface soil exploration at the two proposed storm water management ponds for the subject project. The purposes of this exploration were to evaluate subsurface soil and groundwater conditions encountered in our test borings and to assess the expected seasonal high groundwater level for storm pond design.

Two hand auger borings (conducted in accord with ASTM D 1452) were done in the approximate center of the ponds (see attached location map on Figure 1). In both borings, tan brown tan with silt was first encountered until about 6" deep. The borings next penetrated dark gray or black sand with silt and some root and particulate organic matter. We consider coloration of this soil stratum to be indicative of hydric soil conditions where a past seasonal high groundwater level may occur. This soil layer persisted until 3.1' to 3.5' deep and is underlain by tan fine to medium sand until boring termination at 4' below the surface.

Groundwater levels were checked in the open bore holes within 1 hour after completion and found to be at 1.3' and 1.2' deep at borings B-1 and B-2, respectively.

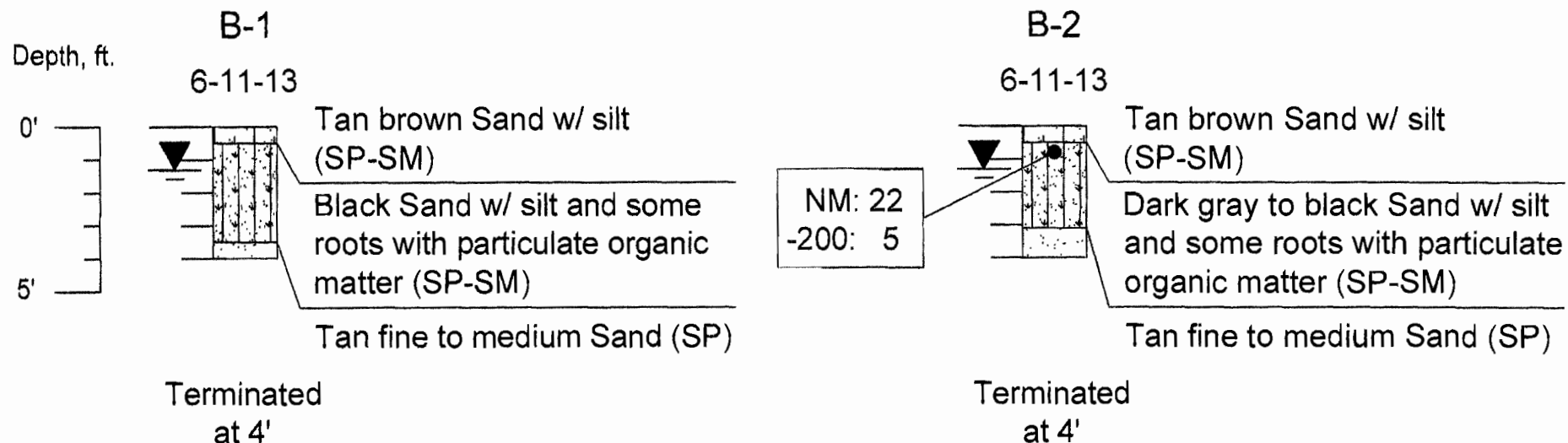
Based on the discovery of apparent hydric soils at 6" below the surface, we conclude that the seasonal high groundwater in the vicinity of the storm ponds is at the top of this layer – that is to say, at 6" below the surface.

The recommendations submitted in this report are based upon the data obtained from the soil borings presented on Figure 1. This report does not reflect any variations that may occur between or away from the borings. Possible variations may not become evident until during the course of construction or during additional investigation. This report documents our findings and recommendations and was prepared exclusively for use by our Client and their Consultants only for this project.

Sincerely,
Alpha Geotechnical and Testing Services, Inc.

Stephen P. Shanley, PE
FL #40653

Soil Boring Profiles and Locations



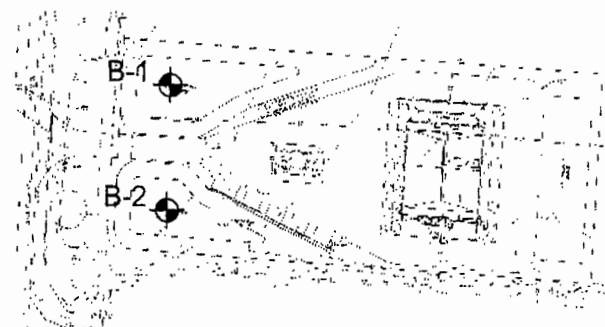
LEGEND

- NM - Natural Moisture Content, %.
- 200 - Finer than # 200 sieve, %.
- OC - Organic Content, % (weight basis).
- LL - Liquid Limit, %.
- PI - Plastic Index (LL - Plastic Limit), %.
- (SC) - Unified Soil Classification System, clayey sand (typical).
- Groundwater level, if present.

NOTES

- 1) Although the borings represent the subsurface conditions at their respective locations, it should be understood that significant differences could exist between borings and these may not be discovered until later.
- 2) Borings were conducted with hand operated augers in accordance with ASTM D 1452.

0 100 200
Scale, ft
(approximate)



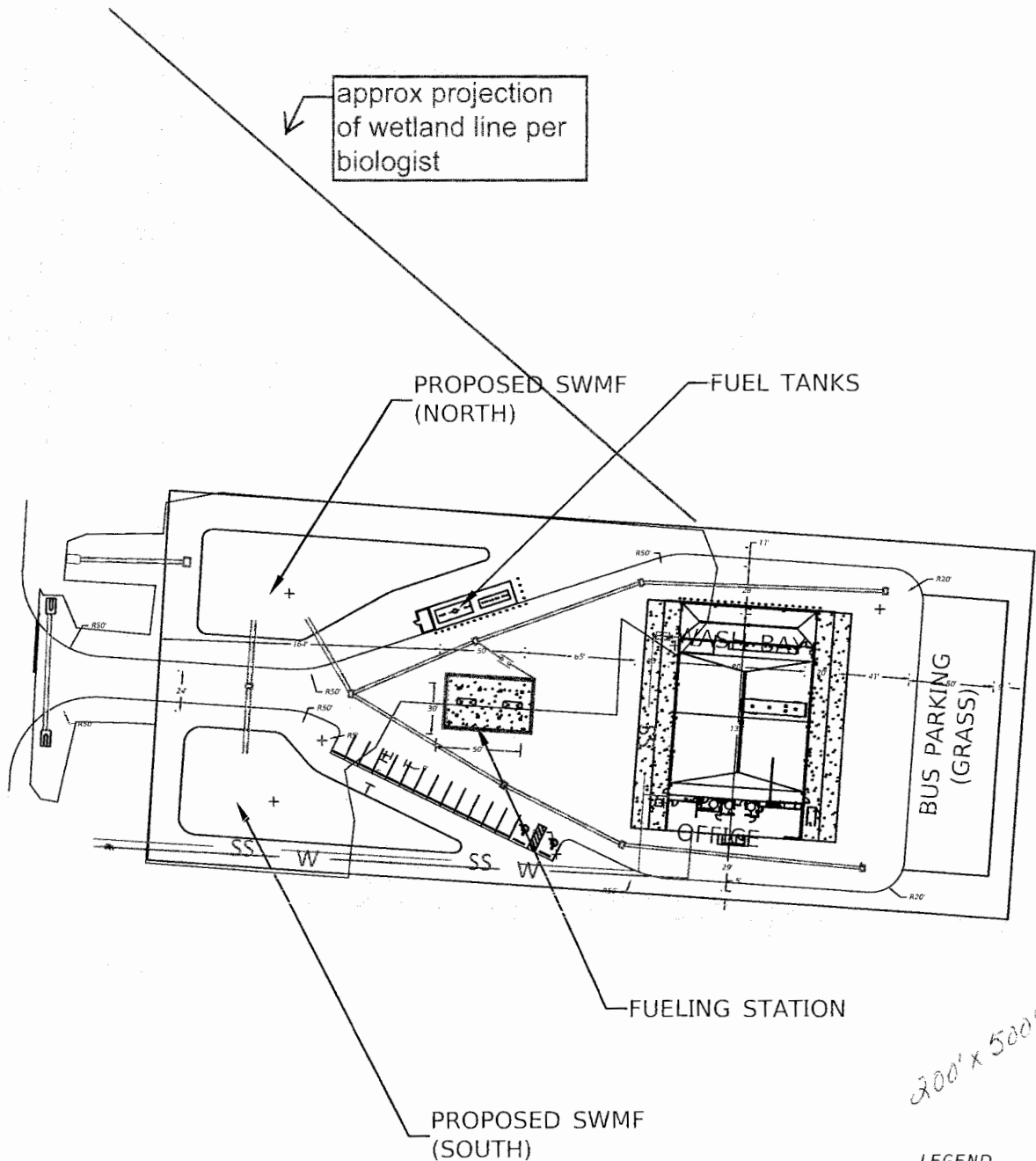
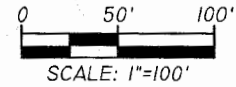
Alpha Geotechnical and Testing Services, Inc.
Certificate of Authorization 00007967
4778-B Woodlane Circle
Tallahassee, FL 32303
(850) 514-4171 Fax: 514-4173 www.alpha-geotech.com

Stephen P. Shanley, PE
FL #40653

June 14, 2013

Subsurface Exploration and
Groundwater Evaluation for
Franklin County School Bus Barn Storm Ponds
Highway 65, East Point, Florida

Figure
1



LEGEND

WETLAND IMPACTS

IMPACTS= 51,730 SF =1.19 AC

CLIENT
FRANKLIN COUNTY
SCHOOL BOARD

PROJECT NAME
FRANKLIN COUNTY
SCHOOL BUS BARN
SHEET TITLE
DIMENSIONAL
SITE PLAN

FILE NAME
...188.004.00
DRAWN BY
MOLLY
DATE
4 JUN 13

PROJECT NO.
188.004.00
CHECKED BY
RTL
SCALE
AS SHOWN
SHEET
5

DRAINAGE WETLANDS



Florida Department of Revenue
Tax Information Publication

TIP

No: 13B05-02

Date Issued:
June 28, 2013

Franklin County School District
Ms. Nina M. Marks, Superintendent
85 School Road, Suite 1
Eastpoint FL 32328

**Change in the Registration Requirement for
Certain Biodiesel Fuel Manufacturers**

Effective July 1, 2013, section 206.02, Florida Statutes is amended to relieve municipalities, counties, or school districts from the requirement to obtain a wholesaler license if they manufacture biodiesel fuel for self-consumption.

Instead, a municipality, county, or school district that manufactures biodiesel for its own use must obtain a local government user of diesel fuel license by filing a *Florida Fuel Tax Application* (Form DR-156). Upon receipt of the license, the local government must file a *Local Government User of Diesel Fuel Tax Return* (Form DR-309634) each month to account for biodiesel produced and product remaining in inventory. A local government user of diesel fuel must remit the required tax owed on all biodiesel manufactured for its own use.

A municipality, county, or school district that manufactures biodiesel fuel for sale must obtain a wholesaler's license by filing a *Florida Fuel Tax Application* (Form DR-156). Upon receipt of the license, a municipality, county, or school district must file a *Wholesaler/Importer Fuel Tax Return* (Form DR-309632), and remit the required tax to the Department.

References: Chapter 2013-142, Laws of Florida; Chapter 206, Florida Statutes; Rule Chapter 12B-5, Florida Administrative Code

FOR MORE INFORMATION

This document is intended to alert you to the requirements contained in Florida laws and administrative rules. It does not by its own effect create rights or require compliance.

For forms and other information, visit our Internet site at www.myflorida.com/dor or call Taxpayer Services, 8:00 a.m. to 7:00 p.m., ET, Monday through Friday, excluding holidays, at 800-352-3671.

For a detailed written response to your questions, write the Florida Department of Revenue, Taxpayer Services, Mail Stop 3-2000, 5050 West Tennessee Street, Tallahassee, FL 32399-0112.

Want the latest tax information?

- ✓ Subscribe to our tax publications or sign up for due date reminders at www.myflorida.com/dor/list
- ✓ Follow us on Twitter @MyFLDOR_TaxInfo

BY: 

Nina M. Marks

From: Jim Waddell
Sent: Thursday, October 17, 2013 6:07 PM
To: 3rdgka@gmail.com; Al London; Nina Marks
Subject: Sprayfield

All,

I spoke to Bill Evans at FDEP this afternoon regarding the possibility of, and methodology required, to "abandon" the permitted sprayfield on the FCSB property, in favor of permitting an alternative. The following bullets summarize our conversation:

1. Removal of the current proposed sprayfield from the inventory of capacity in EWSD's Operating Permit will require a letter, requesting its withdrawal.
2. Replacement of capacity by some form of RIB (Rapid Infiltration Basin), in the form of absorption bed, perc pond, or drip tube irrigation was discussed.
3. Drip tube irrigation could be used in areas around the school property, including playing fields.
4. Because drip tube irrigation is located underground and not in direct contact with humans, it can be considered as an option based on EWSD's current wwtp operating status.
5. Groundwater monitoring is preliminarily determined to be minimal, based on the volume of flow proposed at 23-24 thousand gallons per day.
6. System costs will have to be evaluated for pump configuration required and line flushing necessary to prevent clogging.

I am looking into feasibility of these options from a standpoint of loading rates and accompanying land area required, so that costs may be estimated.

Vetting this option will take some time. In the interim, the respective boards could agree to pass separate motions memorializing the intent to replace the sprayfield capacity with another means of effluent disposal, thereby releasing the encumbrance on the school board property. It is understood that this would be a short term measure, with additional good faith and goodwill to follow in order to modify the agreement. Discussion of this matter is invited.

Please call if you have any questions.

Sincerely,

JW

No virus found in this message.
Checked by AVG - www.avg.com

**FRANKLIN COUNTY SCHOOL BOARD
WORKSHOP
WILLIE SPEED BOARD ROOM
5:30 P.M.**

FEBRUARY 20, 2014

MINUTES

1 CALL TO ORDER -Chair Gander called workshop to order @ 5:33

2. BOARD INFORMATION/DISCUSSION ITEMS

Eastpoint Water & Sewer

Supt Marks introduced Jim Waddell from Inovia Group to discuss proposed changes to the current Eastpoint Water and Sewer agreement.

Mr. Jim Waddell explained that the purpose of the workshop, materials and presentation was to discuss options for amending the Interlocal Agreement with the Eastpoint Water and Sewer District (EPWSD) and its relationship to uses of the 26 acre tract of land owned by the Franklin County School Board (Board), north of and adjacent to the Franklin County Jail on HWY 65 (site), if funding permits. Mr. Waddell offered three recommendations of changes to the agreement based on research of interlocal agreement with Franklin County School District and EPWSD. Mr. Waddell displayed a composite illustration of the area adjacent to the jail which included an area for bus barn and fueling facility. He explained that the site was suitable and has been permitted for affluent disposable but could increase capacity to 40,000 gallons per day. He told the Board that due to the passage of time, when the site was first permitted it was during a cycle of lower rainfall and drier conditions. During the permitting phase of the bus barn facility it was determined that the water table was significantly higher and jurisdictional wetlands reemerged and are now regulated as wetlands. Due to the change another way to meet obligations in interlocal agreement needs to be determined.

Attorney Sanders commented that under the interlocal agreement with Eastpoint Water and Sewer the Board only agreed to the use of the land. Mr. Waddell indicated that was not correct and went on to say that the property is reserved in an easement to be used by EPWSD as a sprayfield. He further stated that the Board has an obligation under agreement to provide 40,000 gallons per day of capacity on that parcel or some other parcel. Mr. Waddell said his was not a legal opinion but a technical opinion. Mr. Waddell and Attorney Sanders discussed this matter further.

Mr. Waddell discussed the following items in detail:

Current Status for Discussion Purposes

- The bus barn and fueling station design is complete.
- The EPWSDD obtained an Operation Permit renewal for its wastewater treatment plant (WWTP), which includes reference to the sprayfield site.

- The Board and County have been approached by other interested parties regarding use of the site, including a gun range.
- Consultants to the Board and Board Staff have engaged in multiple discussions surrounding the use of the site and the Interlocal Agreement, endeavoring to explore options for the Board to make decisions on use of the site, particularly as it relates to its obligations under the Interlocal agreement.
- One conclusion by Consultants and Board Staff is that, regardless of location, the Board should be only obligated to provide effluent disposal capacity of 23,000 gpd. This value represents the total flow generated by Board facilities, based on the Level of Service requirements established by the EPWSD. Mr. Waddell said he did not understand how that amount was increased to 40,000. Chair Gander commented that maybe because of inflated number of students in district including the ABC School.
- The EPWSD owns 45 acres at the corner of Teresa Avenue and Hwy. 65 that it has indicated it would consider development of a sprayfield and incorporating the Boards capacity obligation into this facility.
- There is an interest between the Board and EPWSD in the EPWSD supplying water for irrigation at the consolidated school. Under this scenario irrigation water would be purchased at a discounted rate that is more economically and operationally feasible than providing an onsite source for irrigation.

Options for the Board Regarding the Interlocal Agreement

Option 1 – No Action

Description-No modifications would be made to the Interlocal Agreement. The Board would be required to construct the sprayfield at the site as currently permitted. Presumably, this would occur when the EPWSD indicates to the Board that overall its wastewater system is reaching capacity without the proposed facility being online. The need for the improvements is monitored by the EPWSD and FDEP in regulation of the WWTP facilities.

Pros

- No further negotiation with the EPWSD
- No apparent or immediate expenditure for construction of a sprayfield.

Cons

- Board would be obligated to provide capacity it does not need in the foreseeable future.
- The ultimate cost of meeting Board obligations in Interlocal Agreement is unknown.
- Board must double the land area of the site or alter the existing site to address high groundwater table (2 ft. of fill over wetted area, approx. 6 acres), which would be more costly and would leave less room at the site for Board usage for a bus barn or fueling site.

Estimated Fiscal Impact

- Force main Construction as permitted - \$152,500 est.
- Sprayfield Construction as permitted - \$130,000 est.
- Additional Costs to address high groundwater table - \$280,000 est.

Chair Gander commented that it is possible for the Board to do nothing and have nothing happen and Mr. Waddell said that is correct however the permit for the sprayfield does not have an infinite shelf life.

Option 2 – Revise Interlocal Agreement with respect to Capacity Requirements

Mr. Waddell said he has talked about the math and the agreement and Mr. George Allen; EPWS Administrator would support option 2 modification to the agreement.

Description- Modify the Interlocal Agreement to reduce the capacity requirement of the sprayfield to a value of 23,000 gpd.

Pros

- Requires no additional land for sprayfield and effluent disposal

Cons

- Permit modifications may be necessary to document the reduction in capacity of sprayfield inventory for the EPWSD's WWTP facility

Estimated Fiscal Impact

- Same as Option 1, but only \$140,000 in additional costs to address high groundwater table.

Option 3 – Revise Interlocal Agreement with respect to Capacity Requirements and Location of Sprayfield Site

Mr. Waddell commented that he felt this was the most viable approach.

Description-Under this Option, the designated capacity of the sprayfield would be reduced to 23,000 gpd AND the land designated for the sprayfield site would be changed to a location mutually acceptable to the Board and EPWSD.

Alternatives considered include the 45 acre tract owned by the EPWSD on the corner of Teresa Ave and Hwy 65 and green area at the consolidated school site. In the case of the latter, the effluent could be used for irrigation or placed in absorption beds (similar to an onsite septic system) or percolation cells (also known as rapid infiltration basins, RIBS). Irrigation would be accomplished with a subsurface drip system.

Pros

- Requires no additional land for sprayfield and effluent disposal
- Potentially resolves a portion of irrigation needs at the consolidated school

Cons

- New location and facilities will require permitting.
- Maintenance responsibility for an irrigation system will likely fall on the Board's responsibility vs. the EPWSD.

Estimated Fiscal Impact

45 acre tract owned by EPWSD

- Force main extension to land - \$70,000
- Sprayfield Construction - \$270,000 (including provisions for high groundwater table)
- Monitoring - \$10,000

- Design, Permitting and Other Soft Costs – 75,000

Onsite Disposal at Consolidated School

- Force main extension to school - \$162,500
- Pumps, controls and valves - \$100,000
- RIBS – \$50,000
- Monitoring – \$10,000
- Design, Permitting and Other Soft Costs - \$81,000
- Alternate to include drip irrigation, \$0.30-\$0.50/sf. Additional costs

Ms. Martin asked if the \$10,000 monitoring fee annual. Mr. Waddell said is a one-time cost. Mr. Waddell recommended implementing option #3 and commented that the easiest and most straight forward disposal method was to examine the 45acre tract owned by EPWSD. He went on to say the Mr. George Allen indicated to him that we would be willing to explore that option with the Board. Mr. Waddell commented further on possible ongoing maintenance concerns with this option. He also discussed further the benefits of option #3 and freeing up the District's 26 acres to be used for other things such as moving forward with the bus barn, development with county for EMS facility or gun range.

Mr. Hinton commented that the Board was between a rock and a hard place to get an agreement in place in order to construct the new school. He was of the opinion that EPWSD tried to get everything they could out of the District. He also commented that the Board was advised by the attorney that the school was being charged impact fees which were illegal. Mr. Gander commented that the attorney said the Board was signing the agreement under duress. Mr. Hinton said he was unaware of the Board's obligation to pay for the development or construction of the sprayfield. Attorney Sanders said the Board did have an obligation to construction the sprayfield. Mr. Hinton was of the opinion that it is an impact fee if the district has to fund their future.

Chair Gander commented that EPWSD is not asking us to do anything but still holding us to an obligation if future needs require something. Chair Gander was of the opinion that if the District does nothing and then it costs us nothing. Chair Gander discussed this matter further.

Mr. Waddell expressed sympathy regarding the down turn in economy and property values and affect it has had on the District's budget but explained that he worries about the uncertainty of what could and might happen and the District's contingencies. He added that it is a possibly that EPWSD may need the sprayfield sooner than later. Chair Gander commented that was unlikely. Chair Gander asked if options 2 and 3 required immediate action. Mr. Waddell was of the opinion that option 2 would even the playing field and makes corrections to a number that should not be in the agreement.

Chair Gander asked Mr. Waddell in his opinion would EPWSD would agree to swap the current 26 acre tract for the 45 acre with just an obligation from the Board? Mr. Waddell responded that he did not know the answer. He went on to say the Board would be asking EPWSD to vacate the contingency of permit on the existing spray

field site. Chair Gander and Mr. Waddell discussed this matter further. Mr. Waddell commented that if he was EPWSD manager he be willing to amend the agreement but would ask for assurances including permitting.

Mr. Hinton asked Attorney Sanders based on this discussion to investigate and identify what is an impact fee based on Florida law and report back to the board.

Mr. Thompson asked Mr. Waddell if Mr. Allen would accept option #3. Mr. Waddell responded that he felt Mr. Allen would accept amendments to #3 but the soft cost are District costs. Chair Gander asked what is the Board's legal options regarding the 40,000 to 23,000 capacity.

Mrs. Shiver asked if the District already paid EPWSD \$540,000 just to accept the agreement. Mr. Waddell responded that the funds were used to build the water main out to the school and force main lift station for sewage to an intermediate lift station between the school and the wastewater treatment site. Attorney Sanders commented that there were additional costs.

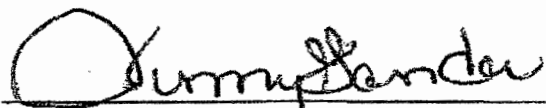
Attorney Sanders commented that if the Board was forced to perform on an agreement that was entered into under duress that would be a defense in court.

Mr. Hinton commented that he wanted to get control of the sprayfield so a gun range could be constructed. Both Mr. Hinton and Chair Gander were in favor of gun range but do not want to spend \$425,000 to make that happen.

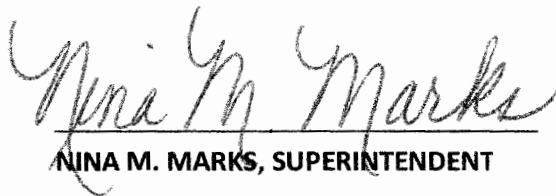
Mr. Bobby Miller, community member commented that the state wanted a clear piece of property and the property had to be earmarked for gun range and turned over to county. Chair Gander asked Mr. Miller if the District would have to relinquish all property rights on property and Mr. Miller responded yes. Mr. Miller was of the opinion the property would never be a spray field. Mr. Miller and Chair Gander discussed this matter further.

Mr. Hinton suggested the Board wait for the investigations from Attorney Sanders before taking any action. Superintendent Marks asked Chair Gander if he would like this matter placed on the agenda for action at the March or April meeting. Chair Gander indicated that he did not want to pursue any option until he hears back from the attorney. Attorney Sanders said the Board could revisit options in April.

Chair Gander closed the workshop at 6:50 p.m.



JIMMY GANDER, BOARD CHAIR



NINA M. MARKS, SUPERINTENDENT

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County aims for new gun park

By Lois Suoboda

Published: Wednesday, February 13, 2013 at 12:12 PM.

A local club would like to see the county shooting range moved further north on County Road 65.

There is currently a public shooting range on county land just east of the Franklin County Humane Society on County Road 65. A group of local outdoorsmen, the Tate's Hell Rod and Gun Club (THRGC), has taken on the task of facilitating the construction of a new public rifle range in the county.

According to the THRGC [website](#), plans include separate pistol, rifle, trap and skeet areas with covered shooting benches.

"Our first goals are to facilitate the relocation and improvement of our county's rifle range to a more suitable location to make it safer for shooters and neighbors. We hope in the future to arrange firearm training courses as well as competitive matches open to the public," reads the site.

"A secondary goal will be to work with FWC on other regulatory agencies to voice our concerns with hunting and fishing regulations. We intend to advocate, with elected officials at all levels, hunting, fishing and firearm laws that reflect the needs and desires of our community's sportsmen," it reads.

Grayson Shepard, a spokesman for THRGC, said moving the range would have a number of advantages. He said, because the range is adjacent to and in clear view of the county inmate's exercise yard, some shooters are nervous about displaying automobile tag numbers and equipment they own to potential thieves. There are also safety concerns for the prisoners and the possibility of clandestine transfer of a weapon to an inmate.

In addition, the range is adjacent to the Franklin County [Animal Shelter](#) and, in particular, its outdoor kennels. The sound of gunfire is disruptive to both the animals and staff of the shelter and Director Karen Martin has expressed concern that an animal could be accidentally shot.

The shelter has also experienced problems with vehicles going to and from the range driving recklessly and speeding. The shelter is circulating the petition to move the range north on CR 65.

THRGC, which now boasts more than 100 members, is not working alone on creating the new range.

In March 2012, Bill Cline, section leader, division of hunting and game management for the Florida Fish and Wildlife Conservation Commission (FWC), brought a proposal before the county commission to create a public shooting park on a cleared section of land directly north of the sheriff's office. Cline said FWC funding was in place for the project. He provided commissioners with a handout and gave some background on the park project. Cline said that at the last FWC Meeting, former Sheriff Skip Shiver had suggested a location.

Former Commissioner Bevin Putnal and Commissioners Pinki Jackel and Cheryl Sanders supported his plan. Commissioners voted unanimously to send a letter of support for the shooting range to the FWC. Since the property belongs to the school board and, at the time, the county leased a portion of it, a copy of the letter was sent to the school board.

The plan stalled when further investigation of the property revealed that portions were also leased to Eastpoint Water and Sewer District for possible use as a spray field at some future date.

In a telephone interview Feb. 6, Cline said the FWC still strongly supports the gun park.

"Our funding sources change every year. This year our funds are spent. We're always willing to work with Franklin County. Other funding sources might be available. We're looking at state lands that might be available. The support is still there. We need to find a location."

Jackel, a vocal advocate of the project, said at the Feb. 5 county meeting that she and County Planner Alan Pierce are investigating sites.

"FWC is very interested in sponsoring a classroom building that they will pay for construction of. We would have instructional courses. It would be something that we could really build on in the county that would be an economic engine. We could attract competition skeet shooting, trap and archery and there's the educational aspect. ROTC and different folks at the school could use the range," said Jackel.

"It would just be a really nice facility for the public because we're hunters. We own guns. We'd like the opportunity to have a safe environment and an instructional environment also," she said.

Shepard said local Scout troops also support the development of a new shooting range.

If you are interested in information about the proposed shooting range or wish to show your support for the plan, you can visit the website for the Tate's Hell Rod and Gun Club at <http://thrgc.com/>.

Membership in the club is free and you can join online.

New site sought for proposed shooting range

By LOIS SWOBODA

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A high water table and dedicated use as a spray field are big problems at proposed shooting range site.

Promoters of a proposed modern shooting range say a piece of property north of the sheriff's office is unsuitable for their plans.

Members of the Tate's Hell Rod and Gun Club (THRGC) had hoped that property north of the sheriff's office, which belongs to the Franklin county School Board, could serve double duty as a spray field and gun park, but George Worthen, a spokesman for the Florida Fish and Wildlife Commission (FWC) said the two uses are incompatible. He said a shooting range is not just to protect people from stray bullets.

"A shooting range can be constructed adjacent to a wetland or spray field but they may not share the same footprint," he said in a telephone interview. "The purpose of shooting range is partly containment of contaminants."

THRGC had already been told East Point Water and Sewer was unwilling to relinquish a ten year lease they hold on the property and Superintendent of Schools Nina Marks indicated that the school board has spent \$500,000 on surveys, engineering and plans related to the property that would need to be repaid if it isn't used to construct a spray field and bus barn as is currently planned.

Grayson Shepard, a spokesperson for THRGC said the news that the parcel is unsuitable is not an insurmountable problem. His group is now looking at a parcel immediately to the east of the school board property. We would just pick the FWC plans up and move them east, he said.

The new site belongs to Tate's Hell State Forest but Shepard said he is optimistic that FWC could negotiate with the Florida Forest Service.

Meanwhile, THRGC is growing. Ted Ruffner, another founding member said membership is approaching 300.

The proposed gun park would include a classroom, security fencing and covered shooting ranges and would provide a site for law enforcement certification and competitive shooting as well as education.