

**FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING
COURTHOUSE ANNEX – COMMISSION MEETING ROOM
APRIL 2, 2019
9:00 AM
AGENDA**

The Board of County Commissioners asks that all cell phones are turned off or placed on silent (vibrate) mode. Any handouts (information) for distribution to the Commission must be submitted to the Board Secretary (Clerk's Office) or to the County Coordinator on or before the Thursday prior to that Tuesday's meeting. Failure to do so will result in your removal from the agenda or a delay of any action relating to your request until a future meeting.

- 9:00 AM** **Call to Order**
Prayer and Pledge
- 9:05 AM** **Resolution – Honoring Mr. Bevin Putnal**
The Board of County Commissioners will adopt a Resolution honoring former Commissioner Bevin Putnal
- 9:10 AM** **Approval of Minutes**
Payment of County Bills
- 9:15 AM** **Public Comments –** *(This is an opportunity for the public to comment on agenda or non-agenda items. When you are recognized to be heard by the Chairman, please sign the speaker's log and adhere to the time limit. An individual will be allowed to speak for three minutes whereas a designated representative of a group or faction will be allowed to speak for five minutes.)*
- 9:25 AM** **Rick Watson – Rock By The Sea – Request**
Mr. Watson, Treasurer, would like extended hours of operation at Doc Myer's Island Pub in addition to closing the alleyway between the Pub and Resort Vacation Homes for the 13th Annual "Rock By The Sea" music festival.
- 9:30 AM** **Department Directors Report**
Howard Nabors – Superintendent of Public Works
Fonda Davis – Solid Waste Director
Pam Brownell – Emergency Management Director
Erik Lovestrand – Extension Office Director
- 9:45 AM** **John Solomon – TDC Administrator – Report**
- 10:00 AM** **John Solomon – National Volunteer Week – Resolution**
Mr. Solomon would like support for a National Volunteer Week Resolution
- 10:15 AM** **Marcia M. Johnson – Clerk of Court – Report**
- 10:30 AM** **Alan Pierce – RESTORE Coordinator – Report**
- 10:45 AM** **Michael Morón – County Coordinator – Report**
- 11:15 AM** **Michael Shuler – County Attorney – Report**
- 11:30 AM** **Commissioners' Comments**
- 11:45 AM** **Adjourn**

For 13th Annual Rock By The Sea music festival at Doc Myer's Island Pub
May 8, 2019: Wednesday closing at Midnight;
May 9 and 10, 2019: Thursday & Friday closing at 2:00 AM;
May 13, 2019: Saturday closing at 3:00 AM.

Closing the alley in between Doc Myers' Island Pub and Resort Vacation Homes to turn the music toward the bay instead of the beach and residential areas from 6 PM May 8, 2019 until noon on May 12, 2019. That will also leave production equipment away from the streets.

April 2, 2019
Franklin County Road Department
Detail of Work Performed and Material Hauled by District
Detail from 3/14/2019 - 3/27/2019

District 1

Work Performed:

<u>Work Performed:</u>	<u>Date</u>	<u>Road</u>
Cleaned ditches	3/18/2019	Tallahassee Street
Pot hole Repair (Fill)	3/18/2019	W 12th Street
Pot hole Repair (Fill)	3/18/2019	W Pine Avenue
Pot hole Repair (Fill)	3/18/2019	E Pine Avenue
Dig out ditches, Cleaned out culverts	3/18/2019	School Road
Cleaned ditches	3/18/2019	School Road
Rake, Leveled ground	3/19/2019	Tallahassee Street
Cleaned ditches	3/19/2019	Tallahassee Street
Rake, Leveled ground	3/19/2019	School Road
Sign Maintenance	3/19/2019	W 8th Street
Sign Maintenance	3/19/2019	Marks Street
Sign Maintenance	3/19/2019	W Pine Avenue
Sign Maintenance	3/19/2019	W 11th Street
Sign Maintenance	3/19/2019	W 10th Street
Sign Maintenance	3/19/2019	W Gulf Beach Drive
Sign Maintenance	3/19/2019	W 9th Street
Sign Maintenance	3/19/2019	W Bay Shore Drive
Sign Maintenance	3/19/2019	W Gorrie Drive
Sign Maintenance	3/20/2019	Bruce Street
Sign Maintenance	3/20/2019	W Pine Avenue
Sign Maintenance	3/20/2019	W 5th Street
Sign Maintenance	3/20/2019	McCloud Street
Sign Maintenance	3/20/2019	Gander Street
Sign Maintenance	3/20/2019	Wing Street
Sign Maintenance	3/20/2019	W Bay Shore Drive
Sign Maintenance	3/20/2019	Patton Street
Sign Maintenance	3/20/2019	McCloud Street
Sign Maintenance	3/20/2019	W 2nd Street
Litter Pickup	3/20/2019	Jefferson Street
Sign Maintenance	3/20/2019	Bledsoe Street
Sign Maintenance	3/20/2019	W Gorrie Drive
Sign Maintenance	3/20/2019	Chili Blvd
Sign Maintenance	3/20/2019	W Gulf Beach Drive
Litter Pickup	3/20/2019	Avenue D
Litter Pickup	3/20/2019	N Franklin Street
Sign Maintenance	3/20/2019	Nedley Street
Litter Pickup	3/20/2019	Norvell Street
Litter Pickup	3/20/2019	Patton Drive
Litter Pickup	3/20/2019	Washington Street
Litter Pickup	3/20/2019	N Bay Shore Drive
Litter Pickup	3/20/2019	Twin Lakes Road
Litter Pickup	3/20/2019	Otterslide Road
Litter Pickup	3/20/2019	David Street
Sign Maintenance	3/21/2019	E 7th Street

District 1**Work Performed:**

<u>Work Performed:</u>	<u>Date</u>	<u>Road</u>
VMS Work, Cut Grass, Blowed Sidewalks, Cleaned ditches, Litter pickup	3/21/2019	US HWY 98 (Eastpoint, Ricky Jones)
Parks & Rec Maint.	3/21/2019	St. George Island Fishing Pier
Sign Maintenance	3/21/2019	E 4th Street
Sign Maintenance	3/21/2019	E Pine Avenue
Sign Maintenance	3/21/2019	E 5th Street
Sign Maintenance	3/21/2019	E 6th Street
Sign Maintenance	3/21/2019	E Gorrie Drive
Sign Maintenance	3/21/2019	E 10th Street
Sign Maintenance	3/21/2019	E Pine Avenue
Sign Maintenance	3/21/2019	E 5th Street
Litter Pickup	3/21/2019	Begonia Street
Litter Pickup	3/21/2019	Creamer Street
Litter Pickup	3/21/2019	Bull Street
Litter Pickup	3/21/2019	Shuler Avenue
Parks & Rec Maint.	3/21/2019	Cat Point Road
Sign Maintenance	3/21/2019	E Gulf Beach Drive
Parks & Rec Maint.	3/21/2019	St. George Island Fishing Pier
Litter Pickup	3/25/2019	Otterslide Road
Culvert repair	3/25/2019	Lily Circle
Trim Trees, Cut bushes back	3/25/2019	Avenue A
Litter Pickup	3/25/2019	Avenue A
Weed Eat & Cut Grass around signs & Culverts, Cut grass along shoulders of road on county right of way, Litter Pickup	3/26/2019	Bull Street
Weed Eat & Cut Grass around signs & Culverts, Cut grass along shoulders of road on county right of way, Litter Pickup	3/26/2019	Segree Street
Weed Eat & Cut Grass around signs & Culverts, Cut grass along shoulders of road on county right of way, Litter Pickup	3/26/2019	Barber Street
Weed Eat & Cut Grass around signs & Culverts, Cut grass along shoulders of road on county right of way, Litter Pickup	3/26/2019	Adams Street
VMS Work, Cut Grass, Blowed Sidewalks, Cleaned ditches, Litter pickup	3/27/2019	US HWY 98 (Eastpoint, Ricky Jones)
VMS Work, Cut Grass, Blowed Sidewalks, Cleaned ditches, Litter pickup	3/27/2019	US HWY 98 (Eastpoint, Ricky Jones)
VMS Work, Cut Grass, Blowed Sidewalks, Cleaned ditches, Litter pickup	3/27/2019	US HWY 98 (Eastpoint, Ricky Jones)

0

Material HAUL From:

<u>Material HAUL From:</u>	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Debris	3/26/2019	Segree Street	1	0
Debris	3/26/2019	Bull Street	1	0
Debris	3/26/2019	Barber Street	1	0
Debris	3/26/2019	Adams Street	1	0
Debris		TOTAL	4	0
Ditch Dirt	3/18/2019	School Road	54	0
Ditch Dirt	3/18/2019	Tallahassee Street	36	0
Ditch Dirt	3/19/2019	Tallahassee Street	72	0
Ditch Dirt		TOTAL	162	0
Litter	3/20/2019	Avenue D	0.100000001	0
Litter	3/20/2019	David Street	0.100000001	0
Litter	3/20/2019	Patton Drive	0.100000001	0

District 1**Material HAUL From:**

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Litter	3/20/2019	N Franklin Street	0.100000001	0
Litter	3/21/2019	Shuler Avenue	1	0
Litter	3/21/2019	Bull Street	1	0
Litter	3/21/2019	Creamer Street	1	0
Litter	3/21/2019	Begonia Street	1	0
Litter	3/25/2019	Avenue A	0.300000012	0
Litter	3/25/2019	Otterslide Road	0.300000012	0
Litter	3/27/2019	US HWY 98 (Eastpoint, Ricky Jones)	2	0

Litter		TOTAL	7.00000003	0
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Trees	3/19/2019	Tallahassee Street	2	0
Trees	3/19/2019	School Road	2	0
Trees	3/25/2019	Avenue A	18	0

Trees		TOTAL	22	0
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Material HAUL To:

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Milled Asphalt	3/18/2019	W Pine Avenue	1	0
Milled Asphalt	3/18/2019	E Pine Avenue	1	0
Milled Asphalt	3/18/2019	W 12th Street	1	0

Milled Asphalt		TOTAL	3	0
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District 2**Work Performed:**

	<u>Date</u>	<u>Road</u>
Box drag	3/14/2019	Jeff Sanders Road
Box drag	3/14/2019	Avenue E N
Box drag	3/14/2019	4th Street NE
Box drag	3/14/2019	3rd Street E
Travel	3/14/2019	Jeff Sanders Road
Litter Pickup	3/14/2019	CR67
Litter Pickup	3/14/2019	Baywood Drive
Litter Pickup	3/14/2019	West Drive
Litter Pickup	3/14/2019	Carlton Millender Road
Litter Pickup	3/14/2019	Sanborn Road
Box drag	3/18/2019	Jeff Sanders Road
Box drag	3/18/2019	Jeff Sanders Road
Litter Pickup	3/19/2019	CR67
Box drag	3/20/2019	David Patton park
Litter Pickup	3/20/2019	Lake Morality Road
Litter Pickup	3/20/2019	CR67
Shoulder Work	3/20/2019	Grays Avenue
Box drag	3/20/2019	Grays Avenue
Travel	3/20/2019	David Patton park
Cleaned ditches	3/21/2019	Collins Avenue
Cleaned ditches	3/21/2019	Oak Street
Litter Pickup	3/21/2019	CR67
Shoulder Work, Repaired Drop off from shoulder of road or sidewalk	3/21/2019	Grays Avenue
Flagged	3/21/2019	Oak Street
Litter Pickup	3/25/2019	Idaho Street
Litter Pickup	3/25/2019	Oak Street
Litter Pickup	3/25/2019	Florida Street

District 2**Work Performed:**

	<u>Date</u>	<u>Road</u>
Litter Pickup	3/25/2019	Rio Vista Drive
Litter Pickup	3/25/2019	Alligator Drive
Litter Pickup	3/25/2019	Bald Point Road
Pot hole Repair (Fill)	3/25/2019	Lakeview Drive
Litter Pickup	3/25/2019	Delaware Street
Pot hole Repair (Fill)	3/25/2019	Pine Street
Pot hole Repair (Fill)	3/25/2019	Alligator Drive
Culvert installation	3/25/2019	Franklin Street
Litter Pickup	3/25/2019	Spring Drive
Pot hole Repair (Fill)	3/25/2019	Rio Vista Drive
Sign Maintenance	3/25/2019	Sun N Sands Blvd
Cleaned ditches	3/26/2019	Franklin Street
Dig out ditches	3/26/2019	Franklin Street
Litter Pickup	3/26/2019	CR67
Checked county roads for safety of traveling for public	3/27/2019	Duvall Road

0**Material HAUL From:**

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Ditch Dirt	3/21/2019	Oak Street	54	0
Ditch Dirt	3/21/2019	Collins Avenue	18	0
Ditch Dirt	3/25/2019	Franklin Street	36	0
Ditch Dirt	3/25/2019	Franklin Street	18	0
Ditch Dirt	3/26/2019	Franklin Street	54	0

Ditch Dirt	TOTAL	180	0
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Litter	3/14/2019	CR67	1	0
Litter	3/14/2019	Baywood Drive	1	0
Litter	3/14/2019	Sanborn Road	1	0
Litter	3/14/2019	West Drive	1	0
Litter	3/14/2019	Carlton Millender Road	1	0
Litter	3/14/2019	CR67	0.100000001	0
Litter	3/21/2019	CR67	4	0
Litter	3/25/2019	Delaware Street	1	0
Litter	3/25/2019	Spring Drive	1	0
Litter	3/25/2019	Oak Street	1	0
Litter	3/25/2019	Idaho Street	1	0
Litter	3/25/2019	Florida Street	1	0

Litter	TOTAL	14.10000000	0
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Material HAUL To:

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Dirty 89 Lime Rock	3/20/2019	Grays Avenue	36	0
Dirty 89 Lime Rock	3/21/2019	Grays Avenue	3	0
Dirty 89 Lime Rock	3/25/2019	Franklin Street	0	18.2700004578
Dirty 89 Lime Rock	3/25/2019	Franklin Street	0	18.3799991608
Dirty 89 Lime Rock	3/25/2019	Franklin Street	18	0
Dirty 89 Lime Rock	3/26/2019	Franklin Street	0	17.9200000763
Dirty 89 Lime Rock	3/27/2019	Carrabelle City Hall	18	0

Dirty 89 Lime Rock	TOTAL	75	54.5699996948
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Milled Asphalt	3/25/2019	Rio Vista Drive	3	0
Milled Asphalt	3/25/2019	Lakeview Drive	2	0

District 2**Material HAUL To:**

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Milled Asphalt	3/25/2019	Pine Street	2	0
Milled Asphalt		TOTAL	7	0

District 3**Work Performed:**

	<u>Date</u>	<u>Road</u>		
Litter Pickup	3/14/2019	Avenue K		
Driveway repair	3/19/2019	Avenue K		
Litter Pickup	3/19/2019	Martin Luther King Jr. Ave.		
Shoulder Work	3/19/2019	Water Street		
Litter Pickup	3/20/2019	Adams Street		
			0	

Material HAUL To:

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Dirty 89 Lime Rock	3/19/2019	Avenue K	9	0
Dirty 89 Lime Rock	3/20/2019	Martin Luther King Jr. Ave.	18	0
Dirty 89 Lime Rock		TOTAL	27	0
Milled Asphalt	3/19/2019	Water Street	9	0
Milled Asphalt		TOTAL	9	0

District 4**Work Performed:**

	<u>Date</u>	<u>Road</u>		
Cleaned out culverts, Cleaned ditches	3/14/2019	Highland Park Road		
Weed Eat & Cut Grass around signs & Culverts, Cut grass along shoulders of road on county right of way, Litter Pickup, Cut bushes back, Trim Trees	3/14/2019	Bluff Road		
Weed Eat & Cut Grass around signs & Culverts, Cut grass along shoulders of road on county right of way, Litter Pickup, Cut bushes back, Trim Trees	3/14/2019	Highland Park Road		
Litter Pickup	3/14/2019	Oyster Road		
Graded Road(s)	3/14/2019	13 Mile		
Graded Road(s)	3/14/2019	Teat Road		
Litter Pickup	3/18/2019	Thomas Drive		
Litter Pickup	3/18/2019	Pal Rivers Road		
Litter Pickup	3/18/2019	26th Avenue		
Litter Pickup	3/18/2019	Jakie Whitehurst Street		
Litter Pickup	3/18/2019	Brownsville Road		
Litter Pickup	3/26/2019	Pal Rivers Road		
Litter Pickup	3/26/2019	26th Avenue		
Litter Pickup	3/26/2019	Bayview Drive		
Litter Pickup	3/26/2019	Jakie Whitehurst Street		
Litter Pickup	3/26/2019	Brownsville Road		
			0	

Material HAUL From:

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Litter	3/14/2019	Highland Park Road	1	0
Litter	3/14/2019	Oyster Road	3	0
Litter	3/14/2019	Bluff Road	1	0
Litter	3/18/2019	Pal Rivers Road	0.20000003	0
Litter	3/18/2019	26th Avenue	0.20000003	0
Litter	3/18/2019	Brownsville Road	0.20000003	0
Litter	3/18/2019	Jakie Whitehurst Street	0.20000003	0
Litter	3/18/2019	Thomas Drive	0.20000003	0

District 4**Material HAUL From:**

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Litter	3/26/2019	Jakie Whitehurst Street	1	0
Litter	3/26/2019	Pal Rivers Road	1	0
Litter	3/26/2019	Bayview Drive	1	0
Litter	3/26/2019	Brownsville Road	1	0
Litter	3/26/2019	26th Avenue	1	0

Litter	TOTAL		11.00000001	0
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Trees	3/14/2019	Highland Park Road	6	0
Trees	3/14/2019	Bluff Road	3	0

Trees	TOTAL		9	0
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Material HAUL To:

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Dirty 89 Lime Rock	3/14/2019	Teat Road	18	0

Dirty 89 Lime Rock	TOTAL		18	0
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District 5**Work Performed:**

	<u>Date</u>	<u>Road</u>		
Box drag	3/14/2019	Mill Road		
Box drag	3/14/2019	Cape Street		
Box drag	3/14/2019	Sharol Court		
Box drag	3/14/2019	Lighthouse Road		
Litter Pickup	3/14/2019	Airport Road		
Box drag	3/14/2019	9th Street E		
Box drag	3/14/2019	Avenue D NE		
Box drag	3/14/2019	7th Street E		
Box drag	3/14/2019	I Avenue NE		
Dig out ditches	3/14/2019	North Road		
Litter Pickup	3/14/2019	Timber Island Road		
Box drag	3/14/2019	Sybil Court		
Litter Pickup	3/19/2019	Jonna Drive		
Litter Pickup	3/19/2019	Beacon Street		
Litter Pickup	3/19/2019	Lagoon Street		
Litter Pickup	3/19/2019	Messer Road		
Cleaned ditches	3/19/2019	Ridge Road		
Litter Pickup	3/19/2019	Frank McKamey Way		
Litter Pickup	3/19/2019	Lighthouse Road		
Pot hole Repair (Fill)	3/20/2019	Cape Street		
Box drag	3/20/2019	Sharol Court		
Box drag	3/20/2019	Sybil Court		
Box drag	3/20/2019	Cape Street		
Cleaned ditches	3/20/2019	Ridge Road		
Box drag	3/20/2019	Mill Road		
Litter Pickup	3/20/2019	Moore Street		
Litter Pickup	3/20/2019	Millender Street		
Cleaned ditches	3/20/2019	5th Street		
Litter Pickup	3/21/2019	Tip Tucker Road		
VMS Work, Cut Grass, Blowed Sidewalks, Cleaned ditches, Litter pickup	3/21/2019	US HWY 98 (Eastpoint, William Massey)		
Weed Eat & Cut Grass around signs & Culverts, Cut grass along shoulders of road on county right of way, Cut bushes back	3/21/2019	5th Street		
Culvert repair	3/25/2019	5th Street		

District 5**Work Performed:**

<u>Work Performed:</u>	<u>Date</u>	<u>Road</u>
Litter Pickup	3/25/2019	10th Street
Litter Pickup	3/25/2019	8th Street
Litter Pickup	3/25/2019	7th Street
Litter Pickup	3/25/2019	6th Street
Litter Pickup	3/25/2019	4th Street
Box drag	3/25/2019	North Road
Culvert installation, Rake Ditches, Driveway repair	3/26/2019	5th Street
Culvert installation	3/26/2019	5th Street
Box drag, Culvert installation	3/26/2019	5th Street
Culvert repair, Shoulder Work, Driveway repair, Rake	3/27/2019	Mark Street
Checked county roads for safety of traveling for public	3/27/2019	Brick Yard Road
Culvert repair	3/27/2019	Mark Street
VMS Work, Cut Grass, Blowed Sidewalks, Cleaned ditches, Litter pickup	3/27/2019	US HWY 98 (Eastpoint, William Massey)
Checked county roads for safety of traveling for public	3/27/2019	Bloody Bluff Road
VMS Work, Cut Grass, Blowed Sidewalks, Cleaned ditches, Litter pickup	3/27/2019	US HWY 98 (Eastpoint, William Massey)
Checked county roads for safety of traveling for public	3/27/2019	North Road
VMS Work, Cut Grass, Blowed Sidewalks, Cleaned ditches, Litter pickup	3/27/2019	US HWY 98 (Eastpoint, William Massey)
Checked county roads for safety of traveling for public	3/27/2019	River Road

0**Material HAUL From:**

<u>Material HAUL From:</u>	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Broken Asphalt	3/27/2019	Mark Street	9	0
Broken Asphalt		TOTAL	9	0
Culvert (Old, throw out, Bad)	3/27/2019	Mark Street	1	0
Culvert (Old, throw out, Bad)		TOTAL	1	0
Debris	3/21/2019	5th Street	6	0
Debris		TOTAL	6	0
Ditch Dirt	3/14/2019	North Road	126	0
Ditch Dirt	3/14/2019	North Road	72	0
Ditch Dirt	3/19/2019	Ridge Road	36	0
Ditch Dirt	3/20/2019	5th Street	54	0
Ditch Dirt	3/20/2019	Ridge Road	18	0
Ditch Dirt	3/27/2019	Mark Street	36	0
Ditch Dirt		TOTAL	342	0
Litter	3/14/2019	Timber Island Road	1	0
Litter	3/14/2019	Frank McKamey Way	0.100000001	0
Litter	3/14/2019	Lighthouse Road	0.100000001	0
Litter	3/14/2019	Beacon Street	0.100000001	0
Litter	3/14/2019	Jonna Drive	0.100000001	0
Litter	3/14/2019	Lagoon Street	0.100000001	0
Litter	3/14/2019	Messer Road	0.100000001	0
Litter	3/14/2019	Airport Road	1	0
Litter	3/20/2019	Moore Street	0.100000001	0
Litter	3/20/2019	Millender Street	0.100000001	0
Litter	3/21/2019	Tip Tucker Road	1	0
Litter	3/25/2019	8th Street	0.300000012	0

District 5**Material HAUL From:**

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Litter	3/25/2019	7th Street	0.300000012	0
Litter	3/25/2019	4th Street	0.300000012	0
Litter	3/25/2019	10th Street	0.300000012	0
Litter	3/25/2019	6th Street	0.300000012	0
Litter	3/27/2019	US HWY 98 (Eastpoint, William Massey)	2	0

Litter		TOTAL	7.300000072	0
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Material HAUL To:

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
15" x 30' Black Plastic Culvert Pipe	3/20/2019	5th Street	2	0

15" x 30' Black Plastic Culvert Pipe		TOTAL	2	0
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Black Dirt	3/26/2019	5th Street	9	0
Black Dirt	3/27/2019	Mark Street	36	0

Black Dirt		TOTAL	45	0
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Dirty 89 Lime Rock	3/20/2019	Cape Street	9	0
Dirty 89 Lime Rock	3/26/2019	5th Street	27	0
Dirty 89 Lime Rock	3/27/2019	Mark Street	18	0

Dirty 89 Lime Rock		TOTAL	54	0
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Rip Rap	3/25/2019	5th Street	9	0
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Rip Rap		TOTAL	9	0
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FRANKLIN COUNTY DEPARTMENT OF

Solid Waste & Recycling ❖ Animal Control ❖ Parks & Recreation
 210 State Road 65
 Eastpoint, Florida 32328
 Tel.: 850-670-8167
 Fax: 850-670-5716
 Email: fcswd@fairpoint.net

DIRECTOR'S REPORT

DATE April 2, 2019

TIME: 9:00 A.M.

SUBJECT(S):

Right-of-Way Debris Pickup/Recycle Material Hauled March 13th - March 28th
FOR BOARD INFORMATION:

March 13th -March 28^h
RIGHT-OF-WAY DEBRIS PICKUP

Apalachicola	Eastpoint	St George Island	Carrabelle	Lanark	Alligator Point
39.65 TONS	217.51 TONS	18.22 TONS	44.05 TONS	38.04 TONS	8.73 TONS

RECYCLE MATERIAL HAULED

	Apalachicola	Eastpoint	St George Island	Carrabelle	Lanark	Alligator Point	St James
Cardboard	6.42 TONS	5.72 TONS	5.19 TONS	4.25TONS	-0- TONS	-0- TONS	0.3- TONS
Plastic,Paper, Glass, Aluminum	4.5 TONS	1.61 TONS	5.02 TONS	3.7 TONS	-0- TONS	-0- TONS	0.69 TONS

REQUESTED ACTION: None

FOR BOARD INFORMATION:



28 Airport Road
Apalachicola, Florida 32320
(850) 653-8977, Fax (850) 653-3643
Em3frank@gtcom.net

Report to Board of County Commissioners

Date: April 2, 2019

Action Items:

Information Items:

1. EOC staff continue to address Hurricane Michael and the Recovery of Franklin County. At this time EOC staff has submitted 8 projects for Obligation totaling \$619,647.05. EOC Staff continue to collect data from our departments throughout the county regarding projects that still need to be submitted. 30 Projects remain to be submitted. The Commission will continue to be updated via email as projects are submitted.
2. 04/01/19 EOC Hosted a One on One Training for Grants Portal to assist with FEMA Reimbursement. All County Department Heads, Municipalities, and Sheriff's Dept. were invited.
3. 04/02/19 EOC will be hosting a meeting regarding the Eastpoint Limerock Fire Survivors and their housing needs.
4. EOC staff and ESF15 Capital Area Community Action continue to work together to issue donated flooring to Franklin County Residents whose homes were damaged by Hurricane Michael.
5. 04/03/19 EOC Staff will participate in the Region 2 Regional MYTEP Meeting/Conference Call allowing us input regarding training we would like held in Franklin County as well as in Region 2. 03/25/19 EOC Staff hosted the MYTEP meeting for Franklin County. Participating in this meeting were representatives from Florida Department of Health-Franklin, Weems Memorial Hospital, EOC Staff, Capital Area Community Action.
6. 03/21/19 EOC Staff participated on the Governors Hurricane Conference Panel Planning Call. EOC Staff have been asked to speak on the Panel at the Governors Hurricane Conference regarding the Coastal Community Impact of Hurricane Michael. Staff spoke at the FEPA Conference on a similar panel.
7. 03/25/19 EOC Staff hosted the BBHCC Region 2 closed POD Planning Meeting.
8. 04/09/19 EOC Staff will Host a WebEOC Training. This training is for the representatives from all departments that will be responsible for manning stations

at the EOC during an activation. This will be our 1st scheduled Monthly Training in WebEOC.

9. EOC Staff are in the process of updating our CEMP. This update will be submitted within 60 days for approval by the Florida Division of Emergency Management.
10. In order for Franklin County to be NIMS Compliant, which is required by FEMA for Reimbursement, EOC Staff has sent an email to ALL Departments Heads and Elected Officials requesting copies of ICS 100, 200, 700, & 800 certifications. This must be submitted to the EOC by June 1, 2019. All courses are free of cost and can be found online at <https://training.fema.gov/is/crslist.aspx>
11. On 03/28/19 EOC Staff emailed a copy of the Hurricane Michael After Action Report to the Board of County Commissioners. This report addresses all strengths and improvements for the Hurricane Michael Activation and Response. An After-Action Report is compiled by inviting all partners to participate in an open discussion of strengths and improvements during a specific incident. This meeting was conducted at the Franklin County EOC on 12/12/18. Participants included the Franklin County Sheriff's Department, Florida Department of Health-Franklin, Franklin County Road Department, City of Apalachicola, Capital Area Community Action, First United Methodist Church, Franklin County Property Appraisers Office.

ALERT FRANKLIN

Once again, Franklin County EOC Staff would like to remind all residents to sign up for Alert Franklin by going to our website at <https://www.franklinemergencymanagement.com/> and clicking on the Alert Franklin Logo. **YOU MUST BE SIGNED UP TO RECEIVE ALERTS!** If you need assistance signing up, please contact our office and EOC staff will be happy to assist you.

RE-ENTRY TAGS

Franklin County EOC Staff would like to remind all residents to apply for you Re-Entry Tags prior to Hurricane Season. **Once the EOC is activated NO Tags will be issued.** If you have a Re-Entry tag and it is expired, simply draw a line through the expiration date. We no longer issue expiration dates on Re-Entry Tags therefore it is valid. You can print the application for Re-Entry Tags at www.franklinemergencymanagement.com. If you need assistance signing up, please contact our office and EOC staff will be happy to assist you.

Pamela Brownell

Pamela Brownell
Director

County Extension Activities March 20 – April 2, 2019

General Extension Activities:

- **Action Item:** Requesting Board approval to move forward and approve a contractor who submitted a bid for the Extension Office renovation project.
 - Background: One bid was received for the Extension office renovation project before the deadline and it was \$437 above the base budget available so there were two questions to address.
 - 1. *Was one bid considered sufficient for the state's competitive process?* the Extension Director contacted the FDACS personnel overseeing this grant. Mr. Craig Christ explained that bids have been hard to get on many of their projects due to storm damage keeping contractors busy. Also, that one bid was sufficient because the contractor had no knowledge that he would be the only bidder, so it was considered competitive by FDACS standards.
 - 2. *Bid amount slightly over budget:* The Architectural firm overseeing this project approached the contractor regarding the situation and they value-engineered an acceptable cost reduction by selecting a similar but different flooring product option.
 - Next step would be to ask the contractor to submit a written contract that could be approved by our architect and the Board before beginning construction.
- Assisted local citizens with information regarding control of soil tests, citrus issues, sea oats planting, and more.
- Extension Director participated in an Apalachicola, Chattahoochee, Flint Stakeholders caucus call to discuss topics that will be on the agenda for the ACFS Board's next face-to-face meeting.
- Extension Office Manager and Director completed annual Affirmative Action Review checklist for compliance as required annually.

Sea Grant Extension:

- Extension Director attended a 3-day train-the-trainer course for the Seafood HACCP program, to be able to provide assistance with local seafood industry stakeholders regarding FDA/State required HACCP plans required for all seafood processing.
- Weekly coordinating calls for the sea turtle lighting grant took place with the project team and the multi-county Dark Skies project wrapped up with the final report to the Fish and Wildlife Conservation Commission. Both sea turtle lighting grants that have been managed by the Extension office over the past 5 years are now completed.

4-H Youth Development:

- Planning underway for 4-H District III Council meeting/retreat on April 6. Youth will visit the St. Marks National Wildlife Refuge in Wakulla County.
- Franklin County youth are registering for Day-at-the-Capitol, Third Executive Board and Summer Camping programs now.

Family Consumer Sciences:

- Family Nutrition Program (FNP) Assistant is away on maternity leave at this time and our regional FNP Coordinator is conducting programs in her stead in the local schools.

Agriculture/Horticulture:

- Extension Director taught entomology class for the Wakulla County Master Gardener program.

University of Florida's Institute of Food and Agricultural Sciences

Franklin County Educational Team

Erik Lovestrand, County Extension Director/Sea Grant Regional Specialized Agent

Michelle Huber, Office Manager/Program Assistant, Franklin County

Kayle Mears, Family Nutrition Program Assistant

Samantha Kennedy, Wakulla County Family and Consumer Sciences

Rachel Pienta, Ph.D., Wakulla County 4-H Youth Development

Scott Jackson, Sea Grant/Agriculture/Technology, Regional Specialized Agent Bay County

Melanie G. Taylor, Gulf County 4-H/Family and Consumer Sciences

Ray Bodrey, Gulf County CED/Agriculture/Horticulture/Sea Grant

Heather Kent, 4-H Regional Specialized Agent

Les Harrison, Wakulla County CED/Agriculture/Small Farms/Horticulture

John Wells, Northwest Extension District Information Technology Expert

Pete Vergot III, Ph.D., Northwest District Extension Director

The Foundation for The Gator Nation

An Equal Opportunity Institution



MEMO

To: Board of County Commissioners

From: Franklin County TDC

Date: April 2nd 2019

Subject: TDC Report

Collections Report:

The January (2019) collections were \$52,063.46. This is a \$674.95 increase over January (2018) which is the highest Collections in the month of January for the TDC.

Web Site Activity:

We had 31,598 web hits (up 8%) in the month of February 2019.

Visit Florida Grant: Board Action

The Franklin County TDC Was awarded a \$174,000 full reimbursable grant from Visit Florida. This grant was submitted under Visit Florida's Hurricane Michael Tourism Recovery Grant. We submitted our "Open for Business" Campaign. The grants purpose is to remarket the Hurricane affected areas. The submission was specific of how and where the grant could be used.

The term of the grant is from March 1, 2019 through June 30, 2019. The Campaign Budget is as follows:

Campaign Content Creation	\$ 3,000.00
Print Marketing Materials	\$ 39,491.00
Print/Digital/Geotargeted Advertising/ Production	\$ 70,334.40
Social Media Campaigns	\$ 6,880.00
Website Enhancements	\$ 19,000.00
Videography, Television Advertising	\$ 35,294.60
Total Campaign Budget	\$ 174,000.00

The TDC Board also approved that since all parts of this campaign have to be paid by June 1st to file for the reimbursement from Visit Florida to have bills paid when invoices are received. Additional documentation will be presented to Finance when it becomes available. In addition, to allow flexibility in categories and the fact that Ad-buys are typically estimates. The TDC board approved if needed to allow up to \$5,000 over the grant amount per category from original promotional budget for any overruns. For the purposes of this grant only.

Survey Development: The TDC board approved the development of a survey system to be used within the county at events, visitor centers and everyday use in the towns and beaches. This survey will gather information from our visitors like where they are from, why they came etc. it will also be asking questions that reference what they expect to spend in certain categories such as food per day, shopping, etc. This survey will help the TDC better stream line advertising as well as the information can be used to show the economic impact of tourism. This program will be a permanent program to run continuously for the TDC. Our Vendors 2k Webgroup are currently developing the software.

Carrabelle Chamber of Commerce TDC Representative: Board Action The board made a motion asking the Board of County Commission to accept the recommendation by the Carrabelle Chamber for Lewis Christie to be their representative on the TDC Board.

St. George Island Restrooms: Board Action The board approved the usage of part of the \$120,000 set aside in the budget to use for gathering estimates of the costs for construction of the facilities.

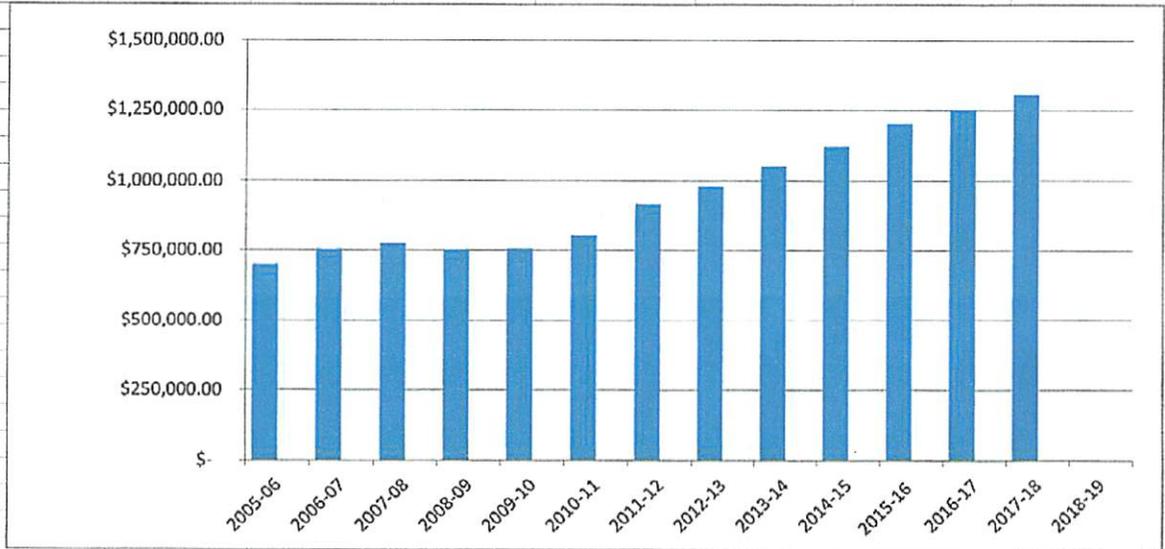
Meetings:

The next scheduled Board meeting is April 10th at 2:00pm at the Eastpoint Visitor Center

FCTDC Collections Report Through 12/31/2018

Month	2005-06	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17
October	\$ 35,408.91	\$ 32,809.57	\$ 39,697.19	\$ 38,597.69	\$ 39,568.32	\$ 36,996.34	\$ 48,383.10	\$ 53,543.22	\$ 57,651.88	\$ 58,875.87	\$ 75,084.59	\$ 95,107.96
November	\$ 24,824.38	\$ 24,717.35	\$ 27,182.76	\$ 25,888.92	\$ 25,863.47	\$ 26,438.49	\$ 34,441.98	\$ 40,334.08	\$ 34,740.65	\$ 40,065.78	\$ 44,449.24	\$ 46,043.65
December	\$ 20,421.74	\$ 16,055.89	\$ 22,986.95	\$ 23,167.33	\$ 16,530.96	\$ 19,936.19	\$ 21,597.00	\$ 21,510.93	\$ 29,747.90	\$ 30,978.80	\$ 24,692.82	\$ 41,580.49
January	\$ 19,681.48	\$ 26,489.68	\$ 22,911.37	\$ 22,960.20	\$ 26,170.57	\$ 23,359.12	\$ 30,392.62	\$ 33,657.09	\$ 34,707.03	\$ 38,805.36	\$ 47,001.63	\$ 41,668.57
February	\$ 29,294.47	\$ 44,900.59	\$ 40,835.29	\$ 39,452.32	\$ 33,678.97	\$ 34,980.88	\$ 52,045.79	\$ 49,365.87	\$ 52,883.10	\$ 42,754.53	\$ 64,493.95	\$ 60,422.61
March	\$ 51,243.40	\$ 45,643.22	\$ 61,090.70	\$ 49,778.57	\$ 53,116.79	\$ 61,989.52	\$ 66,597.90	\$ 80,880.36	\$ 78,180.12	\$ 83,626.43	\$ 80,017.67	\$ 84,583.19
April	\$ 69,608.73	\$ 70,430.06	\$ 66,135.24	\$ 73,880.65	\$ 53,934.68	\$ 70,610.82	\$ 81,641.55	\$ 90,242.68	\$ 81,115.14	\$ 101,310.37	\$ 103,120.37	\$ 89,949.68
May	\$ 100,486.16	\$ 114,100.71	\$ 123,221.80	\$ 104,769.28	\$ 120,470.95	\$ 90,634.75	\$ 140,203.97	\$ 115,589.54	\$ 135,897.45	\$ 143,700.44	\$ 131,348.44	\$ 110,484.59
June	\$ 107,484.39	\$ 166,403.90	\$ 138,839.79	\$ 143,507.76	\$ 151,640.61	\$ 172,029.99	\$ 143,805.29	\$ 195,838.11	\$ 210,505.76	\$ 195,093.30	\$ 213,948.96	\$ 226,795.48
July	\$ 149,857.23	\$ 95,128.02	\$ 128,027.35	\$ 131,276.62	\$ 114,121.18	\$ 147,874.24	\$ 140,000.40	\$ 153,197.77	\$ 164,199.99	\$ 182,235.52	\$ 253,603.30	\$ 242,036.51
August	\$ 51,353.14	\$ 69,863.99	\$ 57,497.82	\$ 56,312.21	\$ 71,377.70	\$ 60,698.01	\$ 93,912.12	\$ 86,742.96	\$ 107,783.56	\$ 129,879.50	\$ 82,664.07	\$ 121,808.90
September	\$ 38,597.72	\$ 46,282.27	\$ 45,739.57	\$ 41,298.87	\$ 47,760.09	\$ 57,592.93	\$ 63,037.18	\$ 57,170.58	\$ 64,199.48	\$ 75,778.00	\$ 81,869.35	\$ 90,214.19
Totals	\$ 698,261.75	\$ 752,825.25	\$ 774,165.83	\$ 750,890.42	\$ 754,234.29	\$ 803,141.28	\$ 916,058.90	\$ 978,073.19	\$ 1,051,612.06	\$ 1,123,103.90	\$ 1,202,294.39	\$ 1,250,695.82
YOY %		\$ 54,563.50 7.8%	\$ 21,340.58 2.8%	\$ (23,275.41) -3.0%	\$ 3,343.87 0.4%	\$ 48,906.99 6.5%	\$ 112,917.62 14.1%	\$ 62,014.29 6.8%	\$ 73,538.87 7.5%	\$ 71,491.84 6.8%	\$ 79,190.49 7.1%	\$ 48,401.43 4.0%

Month	2017-18	2018-19	Diff	YTD Change %
October	\$ 85,823.35	\$ 38,416.89	\$ (47,406.46)	-55.2%
November	\$ 49,440.74	\$ 87,784.31	\$ 38,343.57	83.3%
December	\$ 37,182.43	\$ 46,715.00	\$ 9,532.57	22.9%
January	\$ 51,388.51	<i>52,963.46</i>	<i>\$ 1,574.95</i>	<i>1.3%</i>
February	\$ 58,337.94			
March	\$ 111,947.32			
April	\$ 103,422.44			
May	\$ 140,130.14			
June	\$ 269,049.32			
July	\$ 215,933.34			
August	\$ 111,322.92			
September	\$ 70,419.47			
Totals	\$ 1,304,397.92			
YOY %	\$ 53,702.10 4.3%			



2019 VISITOR TRACKING

Month

	Apalachicola	EPVC	SGI	Carrabelle	Total
January	1,403	295	423	121	2,242
February	2,111	326	1,195	201	3,833
March					
April					
May					
June					
July					
August					
September					
October					
November					
December					
				TOTAL	6,075

Franklin County Tourist Development Council
Annual Website Visitors

	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
January	2,622	3,948	7,713	9,378	7,584	11,456	16,766	18,277	17,282	29,767	32,636
February	2,737	3,476	7,356	9,174	8,861	11,552	16,417	18,532	19,869	29,210	31,598
March	3,597	3,912	10,907	10,365	8,874	15,354	20,661	20,660	22,022	32,261	
April	3,210	3,836	12,795	12,055	9,325	16,204	17,170	19,740	17,780	19,362	
May	3,383	10,291	14,839	11,556	10,224	17,221	19,914	21,895	24,281	22,293	
June	3,748	24,312	17,725	11,092	12,708	18,918	23,585	25,032	25,190	26,457	
July	4,229	28,390	25,873	9,512	11,530	18,811	22,927	26,083	20,201	35,104	
August	4,115	20,618	19,323	7,754	9,789	14,303	13,911	22,147	13,708	44,838	
September	3,447	15,375	23,205	5,825	10,664	11,578	13,202	19,487	13,555	32,483	
October	3,714	11,933	23,548	5,474	9,431	11,977	13,226	18,760	11,729	43,887	
November	2,968	6,750	19,932	3,960	7,071	11,210	11,305	11,941	17,341	20,343	
December	2,869	5,870	13,462	4,078	6,688	8,819	8,848	12,807	20,576	30,331	
Annual Total	40,639	138,711	196,678	100,223	112,749	167,403	197,932	235,361	223,534	366,336	64,234



Franklin County Tourism Recovery Grant "Open For Business" Campaign

Prepared by

John Solomon, Director
Franklin County Tourist Development Council
February 21, 2019



Apalachicola . Alligator Point . Carrabelle . Eastpoint . St. George Island

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CONTACT INFORMATION

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www.Floridasforgottencoast.com

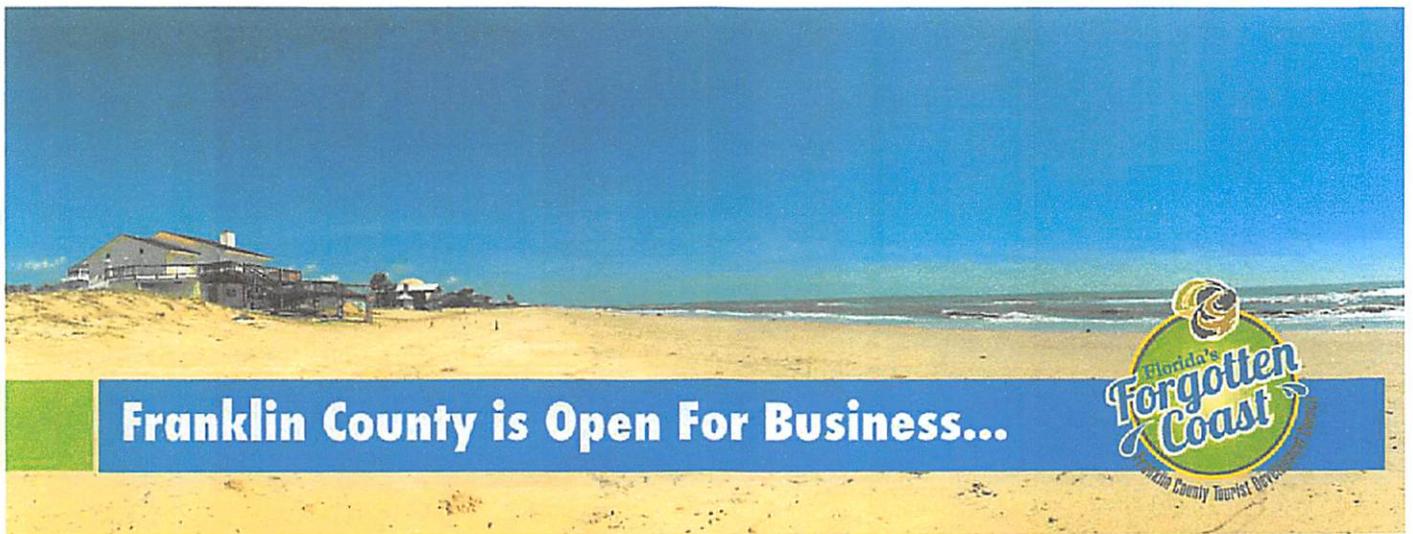
About the Area

Franklin County, along Florida's Northern Gulf Coast, is a coastal oasis with sparkling beaches, tranquil bay waters and scenic rivers and streams. Dubbed Florida's Forgotten Coast for its quiet laid-back atmosphere, the area's pristine bays and Gulf waters support a thriving water-based eco-tourism industry. The string of coastal communities include Apalachicola, Carrabelle, Eastpoint, Alligator Point and St. George Island.

The environment is the economy here and folks enjoy nature's salty bounty in the form of fishing, kayaking, swimming, diving, hiking or eating fresh Apalachicola Bay seafood.

More than 80 percent of Franklin County's 545 square miles is publicly-owned and there are hundreds of miles of rivers, creeks and coastal shallows to explore.

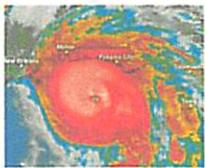




Franklin County is Open For Business...



Apalachicola . Alligator Point . Carrabelle . Eastpoint . St. George Island



On October 10, 2018, Hurricane Michael made landfall in the Florida Panhandle and devastated many coastal communities. The storm also wreaked damage upon the economies and livelihoods of thousands in and around the hurricane's path. Franklin County was only bruised but not broken. The coastal communities stretching from Alligator Point to Apalachicola were beat up, flooded and damaged but we survived.

Although Franklin County did not suffer the catastrophic physical damage suffered by our neighbors to the West, the storm left the economy and the livelihoods of many in the tourism industry here in shambles. As Franklin County picks up the pieces and opens its doors, we could use help to get the message out to potential visitors throughout the region that **Franklin County is Open For Business.**

This is a multi-faceted marketing proposal designed to increase awareness of Franklin County as a destination area that is open for business following the October 10, 2018 Hurricane Michael. Here is our plan. This is our goal.

The Goal

The goal of the "Open For Business Campaign" is to increase visitation to Franklin County amenities and tourism-related businesses and to increase visitor awareness across multiple platforms in identified markets and demographics.

The message to be conveyed is that Franklin County businesses have significantly recovered post-storm to the point that the majority are now open for business.

The campaign incorporates a variety of marketing tools including branding through design and content, production of print and direct mail materials, digital and print advertising, social media marketing, web enhancements, videography production and television advertising.

Measuring success will be accomplished through specific call to actions that are connected to trackable urls and documentable results.

CAMPAIGN ELEMENTS



The Franklin County Tourist Development Council is proposing an “Open For Business” multi-platform campaign to increase visitor traffic to all Franklin County coastal communities following the destructive October 10, 2018 Hurricane Michael.

The campaign incorporates print marketing, digital and print advertising, social media, website enhancement, videography and television advertising to convey the message that Franklin County businesses are open and they welcome visitors to Florida's Forgotten Coast this Spring.

1 CAMPAIGN CONTENT MATERIALS

- Campaign content Creation, Advertising Theme Design \$3,000

2 PRINT MARKETING MATERIALS

- Franklin County Visitor Guide Reprint & Distribution \$29,491
- Direct mail marketing - design, printing, distribution \$10,000

3 PRINT/DIGITAL/GEOTARGETED ADVERTISING

- BridalGuide.com \$5472
- Garden & Gun quarter page plus digital \$8881.74
- The Villages Daily Sun \$7032.66
- Good Housekeeping/Woman's Day \$6327
- New Orleans Magazine \$5,000
- Trip Advisor: \$28,500
- Geotargeted Advertising: \$9,121

4 SOCIAL MEDIA CAMPAIGN

- Social Media Campaign \$3,280
- Social Engagement: \$3,600

5 WEBSITE

- Website Development Blog Posts: \$9,500
- Website Development: Content Marketing: \$9,500

6 VIDEOGRAPHY, TELEVISION ADVERTISING

- Select Markets, Videography Production \$35,294.60

Total Campaign
\$174,000

1

CAMPAIGN CONTENT MATERIALS

CAMPAIGN CONTENT MATERIALS \$3,000

Description: This component will set the tone, and message for the campaign that will be carried throughout the advertising components and videography. The branding elements will include initial messaging content to coordinate with the existing TDC logo as well as advertising design theme to be replicated across platforms. **Timeline:** One month from contract execution date.

Measuring Success The branding package elements will be used on all advertising/marketing pieces and will be part of ads that contain tracking urls to measure success.

2

PRINT MARKETING MATERIALS

Franklin County Visitor Guide Reprint & Distribution \$29,491

Description: This is the official Franklin County Visitor's Guide to things to do, where to eat, shop and stay from Alligator Point to Apalachicola. The 60-page book carries no advertising. This component proposes to update, print and distribute 50,000 guides to Visit Florida welcome centers, to all four Franklin County welcome centers and be used to answer mail requests for information. **Timeline:** The Guide will be completed and printed by April 15.

Measuring Success The Franklin County TDC administrative office records all requests for visitor guides and tracks the request destinations as part of its monthly report.

Direct Mail Marketing - Design, Printing, Distribution \$10,000

Description: The Villages Community in central Florida is a targeted demographic audience for Franklin County. In 2017, the TDC did a test run of limited advertising following Hurricane Irma in the Villages Daily Sun and reported a strong response to a print ad campaign. This component is a followup to that success. The TDC will produce a 6x9 direct mail piece promoting a Forgotten Coast Getaway that will be mailed to approximately 20,000 addresses within the Villages region with a call to action to visit the FloridasForgottenCoast.com website to sign up for a chance to win a Forgotten Coast getaway. **Timeline:** The mailer will be created and sent by May 15.

Measuring Success The mailer will include a call to action to visit the TDC website, FloridasForgottenCoast.com and will include a unique url that will track response to the campaign through the web hits and also through the e-newsletter signups.

BridalGuide.com \$5472

Description This is an ad campaign targeting an important destination wedding demographic audience. The opportunity will include a four month banner ad campaign beginning in March on BridalGuide.com as well as spotlight features and social media promotions. The impression count is 150,000K plus social media engagement which will be reshared on the Franklin County TDC social channels.

Timeline: Campaign will launch June 1, 2019

Garden & Gun \$8881.74

Description: This magazine targets an important demographic for the TDC. The 1/4 page ad in the April issue will position Franklin County as an important destination. The ad would include a call to action with a unique url that would be tracked.

Timeline Ad launches April 1, 2019

The Villages Daily Sun \$7032.66

Description: This publication tracked successfully for Franklin County in 2017 following Hurricane Irma. A similar full page color campaign will run four consecutive Sundays in April promoting a quiet getaway along Florida's Forgotten Coast getaway and would be tracked via unique url. This is a print-only ad so impression count not applicable. **Timeline:** April, 2019

Good Housekeeping/Woman's Day \$6327

Description: This is a remnant opportunity to run in the Minneapolis regional Good Housekeeping and Woman's Day in the May issue. The full page color ad would promote a family-friendly getaway and would be tracked via unique url. A digital ad would run simultaneously on the websites of Good Housekeeping and Woman's Day which get approximately 10.5 million unique visitors per month. A specific impression count was not provided. **Timeline:** May 2019

New Orleans Magazine \$5000

Description: This component consists of a half page ad in both the May and June issues of New Orleans Magazine and would target weekend getaway audiences

with a call to action to visit for a chance to win a getaway. The ad would include a digital component. Both ads would include unique print and digital urls for tracking used as part of a magazine-sponsored social media package and with daily e-Newsletter Banner Ads on MyNewOrleans.com sent to over 20,000 email subscribers every weekday. Expected impressions 100k+.

Timeline: May, June, 2019

Trip Advisor \$28,500

Description: Premium Destination Sponsorship to run on the Franklin County, FL overview pages of TripAdvisor.com for one full year. Destination Partnership will include up to 25 events, 10 articles, and 10 collections. Also includes direct links to website, social media, and 100% Share of Voice ad units on main sponsored pages. 1 million impressions.

Timeline: Beginning March 1, 2019

Geotargeted Advertising \$9,121

Description: This is a geotargeted digital ad campaign that targets newly identified markets including Indianapolis, Kansas City, Cincinnati, New Orleans, Memphis, Baton Rouge, Mobile, Louisville, Chicago, Washington DC, Detroit, Minneapolis and Orlando to reach prospective visitors with the message that Franklin County is open for business and ready for visitors. Campaigns will be directed into a landing page specific to the Open for Business campaign where we will capture visitor guide requests and email newsletter signups. Impressions expected 6M. **Timeline:** One month from contract execution date.

MEASURING SUCCESS OF ADVERTISING

All print, digital and geotargeted ads will include a unique print or digital tracking url to capture web traffic. Resulting newsletter signups are categorized by source. An analysis of the ad success will be reported. The ads will all include a call to action and serve as a way to increase brand awareness, increase website visitation and drive intent to visit Franklin County.

4

SOCIAL MEDIA & SOCIAL ENGAGEMENT

Social Media Campaign \$3280

Description: This is a campaign on Facebook and Instagram to reach potential visitors in new markets with the message that Franklin County is open for business and ready for visitors. Markets include Indianapolis, Kansas City, Cincinnati, New Orleans, Memphis, Baton Rouge, Mobile, Louisville, Chicago, Washington DC, Detroit, Minneapolis and Orlando. Campaigns will be tailored to each brand persona for maximum return. Each ad will be directed into a landing page specific to the Open for Business campaign where we will capture visitor guide requests and email newsletter signups. The social ad campaigns will serve as a way to build our audience to increase brand awareness in the new defined markets, foster engagement with the audience, increase website visitation and as well as drive intent to visit Franklin County. Impressions expected: 480,000.

Timeline: April, 2019

Social Engagement \$3,600

Description: Outreach and engagement on social media platforms to gather quality and current, campaign focused user generated content that helps to promote Franklin County is open for business (to each persona of our brand). The user generated content will be paired with the blog-specific content to create posts and ad campaigns for social media platforms. This shows potential visitors that we are open and ready for business by social proof. **Timeline:** Immediately following contract execution date.

MEASURING SUCCESS OF WEB

All on-line components will result in an anticipated measurable increase in quality traffic to the website as well as an anticipated increase in site goal conversions (including partner referrals, visitor guide requests, email newsletter signups and accommodation request submissions), which directly contribute to the increase of visitors to Franklin County. Key performance indicators will be monitored to measure each campaign's effectiveness. The KPIs include traffic, bounce, engagement, goal completions, and retained visitors.

5

WEBSITE DEVELOPMENT

Blog Posts \$9,500

Description: Creation of at least 10 search optimized blog posts centered around the theme of Franklin County being open for business. The focused content will also be utilized as landing pages for ad campaigns and cross posted on all social channels to drive intent to visit Franklin County (some will be promoted in the advertising social ad campaign above).

Timeline: Immediately following contract execution through June 2019.

Content Marketing \$9,500

Description: Development and implementation of a robust content marketing plan aimed to drive quality organic search engine traffic to our website. Organic search is based on unpaid, natural rankings determined by search engine algorithms, and can be optimized by performing various tasks. Development of the content marketing plan will include identifying three high ranking topics which have high search volume and promote that Franklin County is open for business. These topics could be: weddings, fishing, pet-friendly and will all tie in that Franklin County is open and ready for visitors. Our focus will be on producing landing pages and/or microsites with quality evergreen content centered around the identified topics. In addition, we will develop backlinks for each topic, provide on-going monitoring and adjustments based on performance until June 30, 2019. This investment will have a very long shelf life and we will continue to see results of this effort long after the initial work is completed. **Timeline:** Immediately following contract execution through June 2019.

MEASURING SUCCESS OF WEB

The TDC expects an increase of 10% in website traffic for this content marketing campaign initially and a larger future increase as the content ages and additional links are earned. More traffic will result in an increase of site goal conversions which directly contribute to the increase of visitors to Franklin County. Performance will be measured by monitoring KPIs including traffic, bounce, engagement, goal completions, and retained visitors.

Television Advertising & Production \$35,294.60

The markets for this campaign will consist of markets within an 8-hour drive time of Franklin County. The ads will run on the Travel Channel, HGTV, and the Food Network in each market. The target audience is households with a median income of \$60,000 and up. Those markets consist of the following:

Atlanta

- 120 30-second commercials and 3,000 VOD impressions will run between 4/1 and 4/15 - \$5,794.60

Orlando

- 440 30-second commercials will run between 4/29 and 5/26 - \$6,500

Birmingham

- 146 30-second commercials to run between 6/1 and 6/30 - \$5,500

The Villages

- 208 30-second commercials will run between 4/1 and 4/28 - \$4,500

Tallahassee

- 168 30-second commercials will run between 3/25 and 4/21 - \$2,000

South Walton County

- 560 30-second commercials will run between 3/25 and 4/21 - \$2,000

Local Discovery Program \$9,000

Franklin County will be featured in a 30-minute magazine program produced by SinclairDigital that will explore our area and the things to do here. This program will air 125 times over a four-month period reaching 1.6 million people in the north Florida and east coast of the state and South Georgia. After the completion of this segment Franklin County, Florida will own the completed video and will also air it on our local cable channel in Franklin County and distribute on social media channels.

MEASURING SUCCESS OF TELEVISION

The anticipated results from this video marketing campaign is increased traffic to the Floridasforgotten-coast website. The end result is increased bookings with our accommodation providers. The results for this campaign will be measured by ratings provided by the television stations and the increased traffic to the website.



Franklin County Tourism Recovery Grant "Open For Business" Campaign Budget

Franklin County Tourist Development Council, February 21, 2019

The Franklin County Tourist Development Council is proposing an "Open For Business" multi-platform campaign to increase visitor traffic to all Franklin County coastal communities following the destructive October 10, 2018 Hurricane Michael. The campaign incorporates print marketing, digital and print advertising, social media, website enhancement, videography and television advertising to convey the message that Franklin County businesses are open and they welcome visitors to Florida's Forgotten Coast this Spring.

CAMPAIGN CONTENT CREATION

Campaign content creation: \$3,000

PRINT MARKETING MATERIALS

Franklin County Visitor Guide Reprint & Distribution \$29,491
Direct mail marketing - design, printing, distribution \$10,000

PRINT/DIGITAL/GEOTARGETED ADVERTISING/ PRODUCTION

BridalGuide.com \$5472
Garden & Gun quarter page plus digital \$8881.74
The Villages Daily Sun \$7032.66
Good Housekeeping/Woman's Day \$6327
New Orleans Magazine \$5,000
Trip Advisor: \$28,500
Geotargeted Advertising: \$9,121

SOCIAL MEDIA CAMPAIGN

Social Media Campaign \$3,280
Social Engagement: \$3,600

WEBSITE ENHANCEMENTS

Website Development Blog Posts: \$9,500
Website Development: Content Marketing: \$9,500

VIDEOGRAPHY, TELEVISION ADVERTISING

Select Markets, Videography Production \$35,294.60

Total Campaign
\$174,000

For more information, contact

John Solomon
Executive Director
Franklin County Tourist Development Council
731 Hwy 98, Eastpoint, FL 32328
fctdcdirector@Floridasforgottencoast.com
850-670-3474, 850-653-9419

National Volunteer Week April 7th – 13th 2019

WHEREAS, the entire community can inspire, equip and mobilize people to take action that changes the world; and

WHEREAS, individuals and communities are at the center of social change, discovering their power to make a difference; and

WHEREAS, during the week of April 7th – 13th 2019 all over the nation, service projects will be performed and volunteers recognized for their commitment to service; and

WHEREAS, the giving of oneself in service to another empowers the giver and the recipient; and

WHEREAS, our Country's volunteer force of 63 million is a great treasure; and

WHEREAS, volunteers are vital to our future as a caring and productive nation; and

WHEREAS, In 2018 there was a reported 63 million volunteers. They averaged 32.1 volunteer hours per person, per year, which comes to 7.9 billion hours of service, the equivalent of \$195 billion dollars. A volunteer saves on average of \$24.69 an hour for the organization it volunteers for.

Whereas, in October of 2018 after Hurricane Michael made landfall in our area the many men and women of this community gave of themselves by volunteering to help their neighbors. We the Franklin County Board of County Commissioners would like to thank all of our community volunteers.

NOW, THEREFORE, We, The Franklin County Commissioners do hereby proclaim April 7th – 13th 2019 National Volunteer Week in Franklin County and also urge our fellow citizens to volunteer in Franklin County. Also we urge others to recognize those who serve, by tirelessly sharing their time and talent with those in need.

Signed this _____ day of _____ 2019

RESTORE Coordinator Report
April 2, 2019

There are no new action items to report. Work on FEMA approval for repairs to Alligator Drive continue.

The TRIUMPH staff has given the go ahead for a full application for the airport fuel system so Alan will start working on that. The county will be requesting \$920K of TRIUMPH funds, matched by \$270K of non-TRIUMPH funds.

County Coordinator's Report
BOCC Regular Meeting
April 2, 2019

1. The Board, at your last meeting, awarded the design the resurfacing improvements of 1.553 of County Road 30-A to the County Engineers, Dewberry Inc. This is a FDOT SCRAP funded program for \$111,762 that will resurface from the Gulf County line to Thirteen Mile Road. Attached to my report is Dewberry's contract for this design project. **Board action** to authorize the Chairman's signature on this contract.
2. The Sheriff's Office has requested the Chairman's signature on the E911 Rural County Grant Program Application. This is a standard grant that the Sheriff applies for every year to assist with the installation and maintenance of an Enhanced 911 (E911) system and to provide "seamless" E911 throughout the State of Florida. Unfortunately, the application deadline was April 1st a day prior to today's meeting, so I asked the Chairman to sign the application with the understanding that I would request the Board to ratify his signature today. **Board action** to ratify the Chairman's signature on the E911 Rural County Grant Program Application.
3. At your last meeting, the Board authorized the Chairman's signature on a FDOT grant for the remaining funding for the FAA required Airport Master Plan Update. Attached is the Task Order from AVCON to do the Master Plan Update, which is a two-year process. During this time, you will receive continuous updates from your Airport Manager, Mr. Jason Puckett, as well as representatives from the Airport Engineers, AVCON. **Board action** to sign the Task Order.
4. Inform the Board that I attended the Lombardi (Waterfront) Park and Museum "substantial" inspection on Friday, March 29th at 2pm which means the project is on track for a final inspection this Friday April 5th, completing the project. I attached some pictures of the park and the museum to my report. County staff would like to schedule a ribbon cutting ceremony on April 18th at 10am officially opening the park. Providing there are no schedule conflicts with any of the Commissioners, **board action** to authorize staff to schedule and coordinate the Lombardi ribbon cutting ceremony officially opening Lombardi Park on April 18th @ 10am.
5. The Florida Department of Agriculture and Consumer Affairs, Division of Aquaculture, has informed staff that they are processing new aquaculture lease applications that have been submitted to their office. The County has until April 19th to submit comments on, and/or to concur with or object to, the proposed project. These comments will be used in their evaluation of the proposed applications and activity. A copy of the application is attached to my report. **Board discussion and/or action**.

Attachment A
Scope of Work/Agreement

March 22, 2019

This Agreement is entered into this _____ day of _____ 2019, between **Franklin County** known hereinafter as CLIENT, and Dewberry Engineers Inc.

This Agreement defines the terms under which Dewberry shall provide professional services to CLIENT.

SCOPE OF PROFESSIONAL SERVICES

Task A. SURVEYING SERVICES

1. Establish primary and secondary horizontal control at intervals not to exceed 1,000'
2. Establish vertical control for use in cross sections, DTM & drainage surveys and future construction activities
3. Establish alignment of C.R. 30A from the Franklin County Line to Thirteen Mile Road
4. Reference alignment from the Franklin County Line to Thirteen Mile Road. Task includes all changes in direction (Curve PI's not set or referenced) and intervals not to exceed 1000'.
5. Locate all visible improvements within the right of way including but not limited to fences, driveways, side streets, signs, drainage structures, guardrails, wood lines, above ground utilities, wetland boundaries, etc.
6. Perform cross sections at 100' intervals along tangent sections. Curve sections to be acquired at P.C., P.T., 50' before and after curve and at 50' intervals within curves
7. Perform drainage survey at the two existing 72" culvert locations
8. Survey section lines that intersect alignment or depict ties to alignment on existing right of way maps
9. Survey adjacent subdivision blocks as needed to support alignment retracement
10. Provide work zone safety as required by the FDOT Surveying & Mapping Handbook
11. Perform research of existing right of way documents, maps, adjoining plats and parcel deeds to assist in right of way calculations
12. Prepare Project Network Control sheets for inclusion in construction plans
13. Implement a Quality Assurance/Quality Control Plan. Attend survey review meetings and provide revisions as needed to review comments. Perform verification of the field conditions as related to the collected survey data

Task B. ENVIRONMENTAL SERVICES

1. Research existing National Wetland Inventory maps and perform detailed site delineation to determine extents of wetland and other surface waters
2. Prepare and submit NFWFMD permit application as necessary
3. Prepare and submit ACOE permit application including 8.5" x 11" Dredge and Fill Sketches
4. Attend pre application meeting with NFWFMD and ACOE.
5. Coordinate the mitigation process, if necessary.
6. Respond to requests for additional information from all reviewing agencies.

Task C. ENGINEERING SERVICES

1. Design and plans preparation will be in accordance with the following standards:
 - a. The Florida Green Book
 - b. The FDOT Design Manual
 - c. The FDOT Standard Plans
 - d. The Manual on Uniform Traffic Control Devices (MUTCD)
 - e. The Americans with Disabilities Act

2. Prepare and submit the Typical Section Package to include a transmittal letter, location maps, typical sections and project control sheets
3. Prepare and submit the Flexible Pavement Design in accordance with the FDOT Pavement Design Manual
4. Evaluate existing cross slopes and superelevations to determine if minimum and maximum cross slope requirements are met throughout the project limits
5. Prepare and submit the required details showing the method of cross slope and superelevation correction (variable depth milling or overbuild)
6. After review of existing project features, prepare and submit Design Variations or Exceptions to the Department for review/approval
7. Prepare and submit a 3R report documenting existing roadway conditions and providing corresponding design recommendations
8. Perform a line item quantity takeoff including supporting documentation and develop estimated number of construction days and recommend a total construction contract time
9. Prepare a Traffic Control Plan to include construction phasing of roadways ingress/egress to property owners and businesses, routing, signing and pavement markings, roadway pavement, drainage structures, ditches, front slopes, back slopes, and drop offs within clear zone in order to move vehicular and pedestrian traffic during all phases of construction
10. Prepare Key Sheet, Summary of Pay Items, Typical Section sheets including necessary details, General Notes/Pay Item Notes Sheet, Summary of Quantities, Project Layout, Roadway Plan/Profile Sheets, Driveway details/profiles, Special Details for brick paver driveways and Cross Section Sheets.
11. Prepare drainage maps showing delineated areas to each cross drain
12. Evaluate the condition of existing culverts, cross drains, and side drains for extension/replacement/correction. Storm pipes that are replaced/extended will receive new end treatments
13. Review locations of side drains for broken end treatments and evaluate for potential safety hazards to determine if reconstruction is needed
14. Analyze the hydraulic design and performance of existing cross drains to determine if they are structurally sound and can be extended
15. Analyze proposed improvements to existing roadside ditches to determine impacts to capacity, longitudinal grade adjustments, and flow changes
16. Prepare a Drainage Design Documentation Report
17. Prepare Summary of Drainage Structures Sheets, Optional Pipe/Culvert Material Sheet, Drainage Structure Sheets, Lateral Ditch Plan/Profile (to be included on Roadway Plan/Profile Sheet), and Erosion Control Plan Sheets
18. Identify all utility companies in the project corridor by calling Sunshine 811 and coordinating with the companies during the design process. Coordination will include assessment for relocation options of above ground utility installations that have been struck three times within the latest 5 year period, preparation of a Utility Conflict Matrix for all utilities which may be impacted by construction activities, provide plan sets to the Utility Companies for their review, and add identified utility locations into the plans
19. Perform a No Passing Zone Study in accordance with the Manual On Uniform Traffic Studies
20. Evaluate existing signage to determine the need for additional signs, correcting redundant or conflicting signage, and the replacement of damaged signs
21. Prepare Signing and Pavement Marking Sheets
22. Evaluate guardrail and guardrail end anchorage assemblies for conformance to Standards for type, height, and offset to travel lanes and hazards. Prepare details to replace/extend guardrail as required
23. Prepare a Stormwater Pollution Prevention Plan
24. Provide electronic sets of 90% Plans, Specifications, and probable cost of construction for the County and FDOT's review

Mr. Noah Lockley
C.R. 30A Resurfacing
March 22, 2019

25. Provide electronic and two sets of 100% signed and sealed Construction Plans, Specifications, and probable cost of construction
26. Provide one copy of the signed and sealed Design Book

PROFESSIONAL SERVICES FEES SUMMARY

Task A: Surveying Services	\$ 16,374.29
Task B: Environmental Services	\$ 5,326.67
Task C: Engineering Services	\$ 89,715.43

TOTAL PROPOSED LUMP SUM FEE: **\$ 111,416.39**

Services not included in this proposal are as follows:

1. Prepare Community Awareness Plan
2. Development of project website
3. Post design updates to plans
4. Permit application fees
5. Preparation of NEPA documentation
6. Cultural Resource Assessment Survey
7. Signalization design/modifications
8. Sidewalk design
9. As built survey
10. Construction stakeout

We sincerely appreciate you giving Dewberry the opportunity to be of service. If you have any questions or need additional information, please contact Clay Smallwood at 850.571.1217 or by email at csmallwood@dewberry.com.

DEWBERRY

324 Marina Drive
Port St. Joe, Florida 32456



By: _____

Name and Title: Clay Smallwood, P.E., Senior Associate

Date: March 22, 2019

FRANKLIN COUNTY

33 Market Street, Suite 203
Apalachicola, FL 32320

By: _____

Name and Title: Noah Lockley, Chairman

Date: _____

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ATTACHMENT B STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions ("STCs") are incorporated by reference into the foregoing agreement or proposal, along with any future modifications or amendments thereto made in accordance with Paragraph 23 below (the "Agreement") between Dewberry ("we" or "us" or "our") and its client ("you" or "your") for the performance of services as defined in our proposal ("Services"). These STCs are fully binding upon you just as if they were fully set forth in the body of the Agreement, and shall supersede any term or provision elsewhere in the Agreement in conflict with these STCs.

1. **Period of Offer.** Unless we decide, in writing, to extend the period for acceptance by you of our proposal, you have 90 days from our proposal date to accept our proposal. We have the right to withdraw the proposal at any time before you accept. Delivery of a signed proposal—whether original or copy—to us constitutes your acceptance of the proposal, including attachments expressly incorporated into the proposal by reference. The proposal and incorporated attachments shall constitute the entire Agreement between you and us.
If you request us to render Services before you deliver a signed proposal to us, and we render Services in accordance with the proposal, you agree that the proposal and these STCs constitute the Agreement between you and us even if you fail to return a signed proposal to us.
2. **Scope of Services.** For the fee set forth in the Agreement, you agree that we shall only be obligated to render the Services expressly described in the Agreement. Unless the Agreement expressly requires, in no event do we have any obligation or responsibility for:
 - a. The correctness and completeness of any document which was prepared by another entity.
 - b. The correctness and completeness of any drawing prepared by us, unless it was properly signed and sealed by a registered professional on our behalf.
 - c. Favorable or timely comment or action by any governmental entity on the submission of any construction documents, land use or feasibility studies, appeals, petitions for exceptions or waivers, or other requests or documents of any nature whatsoever.
 - d. Taking into account off-site circumstances other than those clearly visible and actually known to us from on-site work.
 - e. The actual location (or characteristics) of any portion of a utility which is not entirely visible from the surface.
 - f. Site safety or construction quality, means, methods, or sequences.
 - g. The correctness of any geotechnical services performed by others, whether or not performed as our subcontractor.
 - h. The accuracy of earth work estimates and quantity take-offs, or the balance of earthwork cut and fill.
 - i. The accuracy of any opinions of construction cost, financial analyses, economic feasibility projections or schedules for the Project.

Should shop drawing review be incorporated into the Services, we shall pass on the shop drawings with reasonable promptness. Our review of shop drawings will be general, for conformance with the design concept of the Project to which this Agreement relates ("Project") and compliance with the information given in the construction documents, and will not include quantities, detailed dimensions, nor adjustments of dimensions to actual field conditions. Our review shall not be construed as permitting any departure from contract requirements nor as relieving your contractor of the sole and final responsibility for any error in details, dimensions or otherwise that may exist.

Our Services shall not be construed as providing legal, accounting, or insurance services.

3. **Your Oral Decisions.** You, or any of your directors, officers, partners, members, managers, employees or agents having apparent authority from you, may orally: (a) make decisions relating to Services or the Agreement; (b) request a change in the scope of Services under the Agreement; or (c) request us to render additional Services under the Agreement, subject to our right to require you to submit the request in writing before your decision or request shall be considered to have been effectively made. You may, at any time, limit the authority of any or all persons to act orally on your behalf under this Paragraph 3, by giving us seven 7 days advance written notice.
4. **Proprietary Rights.** The drawings, specifications and other documents prepared by us under this Agreement are instruments of our service for use solely for the Project and, unless otherwise provided, we shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright and rights to any Dewberry trademarks. You shall be permitted to retain copies, including reproducible copies of our instruments of service for information and reference for the Project. Our drawings, specifications, or other documents shall not be used by you or others on other projects for any reason or for completion of this Project by other professionals, unless you enter into a written agreement with us allowing for such use. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication inconsistent with our reserved rights.
5. **Fees and Compensation.** If you request us to render services not specifically described in the Agreement, or, if we or anyone in our employ, is called upon to be deposed or to testify in a matter in which we are not a named party, that relates to the Project, you agree to compensate us for such services in accordance with the hourly rates as set forth on Attachment A of this Agreement or in any subsequently effective schedule, unless otherwise agreed in writing. If no compensation rate is set forth on Attachment A, or through written agreement between you and us, you agree that we shall be compensated for such services at our then current hourly rates. We may unilaterally increase our lump sum or unit billing rates on each anniversary of your acceptance of this Agreement by as much as five percent or the percentage increase in the CPI-W (U.S. Department of Labor Consumer Price Index-Washington), whichever is greater. Hourly rates are subject to periodic revision at our discretion.
6. **Period of Service.** The provisions of this Agreement and the compensation provided for under the Agreement have been established in anticipation of the orderly and continuous progress of the Project. Our obligation to render the Services will extend only for that period which may reasonably be required to complete the Services in an orderly and continuous manner and we may then, at our sole option, terminate the Agreement.
7. **Reimbursable Expenses.** Unless the Agreement otherwise provides, you shall reimburse us, or our affiliates, for all expenses we incur to render the Services for you under this Agreement, plus fifteen percent. We may submit invoices for reimbursable expenses separately from invoices for Services.
8. **Payment Terms.** We may submit invoices at any time to you for Services and for reimbursable expenses incurred. Invoices are payable within 30 days of the invoice date, and you agree to pay a finance charge of 1 ½% per month on any unpaid balance not received by us within 30 days of the invoice date. If you require payment via credit card, Dewberry will assess a 3% processing fee on the total amount invoiced. Invoices may be based either upon our estimate of the proportion of the total Services actually completed at the time of billing for lump sum or fixed fee services, or in the case of hourly services, upon rendering of the Services. If any invoice is not paid within 30 days of the invoice date, we shall have the right either to suspend the performance of our Services until all invoices more than 30 days past due are fully paid or to terminate the agreement and to initiate proceedings to recover amounts owed by you. Additionally, we shall have the right to withhold from you the possession or use of any drawings or documents prepared by us for you under this or any other agreement with you until all delinquent invoices are paid in full. You shall not offset payments of our invoices by any amounts due, or claimed to be due for any reason.
If you do not give us written notice disputing an invoice within 20 days of the invoice date, the invoice shall conclusively be deemed correct. All payments made by you should specify the invoice numbers being paid. If we receive payments that do not specify the invoices being paid, you agree that we may apply payments in our sole discretion. Time is of the essence of your payment obligations; and your failure to make full and timely payment shall be deemed a material breach.
9. **Information from You and Public Sources.** You shall furnish us all plans, drawings, surveys, deeds and other documents in your possession, or that come into your possession, which may be related to the Services, and shall inform us in writing about all special criteria or requirements related to the Services (together, "Information"). We may obtain deeds, plats, maps and any other information filed with or published by any governmental or quasi-governmental entity (together, "Public Information"). Unless we are engaged in writing as an additional service to independently verify such, we may rely upon Information and Public Information in rendering Services. We shall not be responsible for errors or omissions or additional costs arising out of our reliance on Information or Public Information. You agree to give prompt notice to us of any development or occurrence that affects the scope or timing of Services, or any defect in the final work submitted by us, or errors or omissions of others as they are discovered. We shall not be responsible for any adverse consequence arising in whole or in part from your failure to provide accurate or timely information, approvals and decisions, as required for the orderly progress of the Services. You assume the sole responsibility for determining whether the quantity and nature of the work requested of us under this Agreement is adequate and sufficient for your intended purpose.
10. **Plan Processing.** We may submit plans and related, or other, documents to public agencies for approval. However, it may be necessary, in order to serve your interests and needs, for us to perform special processing, such as attending meetings and conferences with different agencies, hand carrying plans or other documents from agency to agency, and other special services. These special services are not included in the basic fee and shall be performed as additional services on an hourly fee basis in accordance with our applicable hourly rate schedule.
11. **Meetings and Conferences.** To the extent the Agreement provides, we will attend meetings and conferences that you, or your representatives, reasonably require. Furthermore, we will meet on an as-needed basis with public agencies that might be involved in the Project. Because we cannot forecast the scope and nature of these meetings and conferences, we will perform meeting and conference services on an hourly fee basis in accordance with our applicable hourly rate schedule.

12. **Your Claims.** You release us from, and waive, all claims of any nature for any and all errors or omissions by us related to our performance under this Agreement, or in the performance of any supplementary services related to this Agreement, unless you have strictly complied with all of the following procedures for asserting a claim, as to which procedures time is of the essence:
- You shall give us written notice within 10 days of the date that you discover, or should, in the exercise of ordinary care, have discovered that you have, or may have, a claim against us. If you fail to give us written notice within such 10 days, then such claim shall forever be barred and extinguished.
 - If we accept the claim, we shall have a reasonable time to cure any error or omission and any damage. This shall be your sole remedy, and you must not have caused the error or omission, or any damage resulting from the error or omission, to be cured, if we are ready, willing and able to do so.
 - If we reject the claim, we shall give you written notice of such rejection within 30 days of our receipt of the notice of claim from you. You shall then have 60 days within which to furnish us with an opinion from a recognized expert in the appropriate discipline, corroborating your claim that we committed an error or omission, and establishing that the error or omission arose from our failure to use the degree of care ordinarily used by professionals in that discipline in the jurisdiction local to the Project. If you fail to furnish us such an opinion from a recognized expert within 60 days from the date we send you notice of our rejection of the claim, then such claim shall forever be barred and extinguished.
 - We shall have 60 days from receipt of the written opinion of your expert within which to reevaluate any claim asserted by you. If we again reject such claim, or if the 60 day period from receipt of the written opinion of your expert elapses without action by us, then you may have recourse to such other remedies as may be provided under this Agreement.

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

13. **Hazardous or Toxic Wastes or Substances, Pollution or Contamination.** You acknowledge that Services rendered under this Agreement may, or will, involve or be affected by hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances. To induce us to enter into this Agreement, you agree to indemnify and hold us harmless from liability, loss and damages of any nature, including actual attorney's fees and related costs and expenses, arising out of claims made against us that relate, in any way, to both (a) hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances, and (b) the performance by us of our obligations under the Agreement, whether or not such performance by us is claimed to have been, or was, or may have been, negligent. The monetary limitation on the extent of any indemnity obligation created by this Agreement to be provided by you shall be \$1,000,000.00, which you agree bears a commercially reasonable relationship to this Agreement and the Project. Unless otherwise expressly set forth in this Agreement, we shall have no responsibility for searching for, or identifying, any hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances; but if we discover or suspect the presence of any such wastes, substances, pollution or contamination due to the presence of hazardous or toxic wastes or substances, then we, in our sole discretion, and at any time, may stop work under, or terminate, this Agreement, in which event we will have no further liability to you for performance under this Agreement, and you shall make the payments to us required by Paragraph 14 of the STCs.
14. **Termination.** Either party may terminate the Agreement if the other party materially breaches the Agreement. You shall immediately pay us for our Services rendered and expenses incurred through the termination date, including fees and expenses that we incur as a result of the termination.
15. **Payment of Other Professionals.** If this Agreement includes continuation of services begun by other architects, engineers, planners, surveyors, or other professionals, we may suspend our Services until you make arrangements satisfactory to such other professionals for payment. If satisfactory arrangements have not been made within a time determined by us to be reasonable, then we may in our sole discretion terminate this Agreement.
16. **Assignment and Third-Party Beneficiaries.** Neither party shall assign or transfer any rights, interests or claims arising under this Agreement without the written consent of the other, except that we are permitted to transfer the Agreement to an affiliate of ours, in our sole discretion, with written notice to you (an affiliate for purposes of this Paragraph 16 is defined as any other business entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, us). This Agreement shall not confer any benefit or right upon any person or entity other than you, us and our partners, members, managers, directors, officers, employees, agents and subcontractors. Our partners, members, managers, directors, officers, employees, agents and subcontractors shall have and shall be entitled to the protection afforded us under Paragraphs 9, 12, 13, 16, 20 and 22 of this Agreement. Despite anything in this Paragraph 16 to the contrary, we may employ independent consultants, associates, and subcontractors as we may deem necessary to render the Services and we may assign our right to receive compensation under this Agreement.
17. **Applicable Law and Forum Selection.** The laws of the State of Florida shall govern this Agreement in all respects, including matters of construction, validity, and performance. Except as provided in Paragraph 18 below, the parties agree that the courts of Orange County, Florida, and the Federal District Court, Middle District of Florida, Orlando Division, (together, "Courts") shall have exclusive jurisdiction over any controversy, including matters of construction, validity, and performance, arising out of this Agreement. The parties consent to the jurisdiction of the Courts and waive any objection either party might otherwise be entitled to assert regarding jurisdiction. The parties irrevocably waive all right to trial by jury in any action, proceeding, or counterclaim arising out of or related to this Agreement.
18. **Arbitration of Our Claims for Compensation.** Instead of proceeding in court, we, in our sole and absolute discretion, may submit any claim for compensation due us under this Agreement to arbitration in Orange County, Florida in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the arbitration award may be entered in any court having jurisdiction. You agree not to assert any counterclaim or any defense by way of set-off in such arbitration, and that the arbitrator or panel shall have no authority to consider, or to render, an award based upon any such counterclaim or defense by way of set-off. We shall have the right to withdraw our demand for arbitration at any time before the arbitration hearing starts by giving written notice to the arbitrator or panel and you; and upon the giving of such notice by us, the arbitration shall terminate, no award shall be rendered, and we may then pursue our remedies in accordance with Paragraph 17 above.
19. **Severability.** If any part, term, or provision of this Agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms, and provisions of this Agreement shall not be affected, and each party's rights shall be construed and enforced as if the Agreement did not contain the illegal or unenforceable part, term, or provision.
20. **Limitations on Liability.** Our liability for any loss, property damage or bodily injury of or to you caused in whole or in part by us in the performance of this Agreement, or in the performance of any supplementary services in any way related to this Agreement, shall be limited in the aggregate to the amount of fees that you have paid to us for the Services. The parties intend that the foregoing limitation on liability shall apply to all claims, whether sounding in tort, in contract, in warranty, or otherwise. You release, waive, and shall not seek contribution from, or indemnification by, us for any claims of any nature made against you by any other person who may suffer any loss, property damage or bodily injury in any manner associated with our services, or our partners, members, managers, directors, officers, employees, agents and subcontractors under this Agreement, or any supplementary services in any way related to this Agreement. Notwithstanding anything to the contrary elsewhere in the Agreement, we shall not be liable to you, in any event or for any amount, for delays; or for consequential, special or incidental damages; or for punitive or exemplary damages. Further, no portion of this Agreement shall be construed to provide indemnification to you by us, for any reason. Should you find the terms of this Paragraph 20 unacceptable, we are prepared to negotiate a modification in consideration of an equitable surcharge to pay our additional insurance premiums and risk. PURSUANT TO FLORIDA STATUTE §558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.
21. **Payment of Attorney's Fees.** The prevailing party in any legal proceeding hereunder, including arbitration, shall be entitled to recover all of its costs and expenses, including attorneys' fees, professionals' fees, and expert witness or consultant fees, including but not limited to those incurred on appeal or during the collection of any judgment hereunder, from the non-prevailing party.
22. **Indemnification.** You agree to indemnify and hold us harmless from and against any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, arising out of work undertaken on the Project by you, or your contractor, subcontractor or other independent company or consultant employed by you to work on the Project, or their respective partners, members, managers, directors, officers, employees, agents or assigns; or arising out of any other operation, no matter by whom performed, for and on behalf of you, or such contractor, subcontractor or other independent company or consultant, whether or not due in part to errors or omissions by us in the performance of this Agreement, or in the performance of any supplementary service in any way related to this Agreement, provided that you are not required to indemnify and hold us harmless under this Paragraph 22 in the event of our sole negligence. The monetary limitation on the extent of any indemnity obligation created by this Agreement to be provided by you shall be \$1,000,000.00, which you agree bears a commercially reasonable relationship to this Agreement and the Project.
23. **Integration Clause.** The Agreement represents the entire agreement of the parties. No prior representations, statements, or inducements made by either us, you, or the respective agents of either, that is not contained in the Agreement shall enlarge, modify, alter, or otherwise vary the written terms of the Agreement unless they are made in writing and made a part of the Agreement by attachment, incorporated by reference in the Agreement or signed or initialed on behalf of both parties.

APPLICATION

**E911 RURAL COUNTY GRANT
PROGRAM**

**W Form 1A, incorporated by reference in Rule 60FF1-5.002, Florida
Administrative Code, Rural County Grants
E911 Rural County Grant Program Application,
Revised 02/17/16**

1.0 Purpose

The E911 Rural County Grant Program is to assist rural counties with the installation and maintenance of an Enhanced 911 (E911) system and to provide "seamless" E911 throughout the State of Florida.

2.0 Eligibility

The Board of County Commissioners in any county in the State of Florida with a population of less than 75,000 as per the most recent published data from the Florida Association of Counties' directory is eligible to apply for this grant program. Funding priorities are established in Addendum I.

3.0 Definitions

- A. Enhanced 911 (E911): As defined by subsection 365.172(3)(h), Florida Statutes, and as referenced in the State E911 Plan under section 365.171, Florida Statutes.
- B. E911 Maintenance: Means the preventative, routine and emergency maintenance required by the State E911 Plan, in order to maintain the E911 System in operable working condition.
- C. E911 System: Means the Public Safety Answering Point equipment, in accordance with the State E911 Plan, including 911 call routing, processing, mapping and call answering communications equipment.
- D. Next Generation 911 (NG-911): Means the designation for an advanced 911 emergency communications system or service that provides a communications service subscriber with 911 service and, in addition, directs 911 emergency requests for assistance to appropriate public safety answering points based on the geographical location from which the request originated, or as otherwise provided in the State E911 Plan under Section 365.171, Florida Statutes, and that provides for automatic number identification and automatic location identification features and emergency data information through managed IP-based networks.
- E. Public Safety Answering Point (PSAP): As defined by paragraph 365.172(3)(y), Florida Statutes, and as referenced in the State E911 Plan under section 365.171, Florida Statutes.

4.0 E911 Rural County Grant Program Calendar

	Spring Schedule	Fall Schedule
Counties submit Application	by April 1	by October 1
E911 Board Members evaluate applications	April – May	October – November
E911 Board votes on applications to fund at regularly scheduled meeting	April – June	October – December
E911 Board sends notification of awards approved for funding to the counties.	before June 30	before December 30
Implementation period	One year from the award notification letter date.	One year from the award notification letter date.
Expiration of the right to incur costs, request payment and/or final reimbursement of funding.	Two years from the award notification letter date	Two years from award notification letter date.

5.0 General Conditions

- 5.1 Applications must be delivered to the following address:
State of Florida E911 Board
ATTN: E911 Board Administrative Staff
4030 Esplanade Way, Suite 135
Tallahassee, FL 32399-0950
Or E911BoardElectronicGrantReports@dms.myflorida.com
- 5.2 The applicant must provide one original of the pages for Application Form items 1 through 14 the associated quotes, and the E911 Board Form 6A, "County E911 Fiscal Information," included in E911 Board Rule 60FF1-5.006, Florida Administrative Code. The grant application package must be postmarked or delivered on or before April 1 or October 1 of each year, dependent on the spring or fall application period. Failure to provide these documents will result in automatic rejection of the grant application. One scanned copy of the entire submitted package should also be provided on a CD-ROM, to ensure quality of the documents to be reviewed.
- 5.3 The E911 Board will consider remotely provided hosted 911 answering point call-taking equipment and network services directly attributable to establishing and provisioning E911 or NG-911 services. Warranty and maintenance costs shall be calculated to account for only the first year warranty and maintenance costs and shall not include upfront maintenance costs to reduce the yearly service amount.
- 5.4 All grant applications shall be accompanied by at least one complete quote for equipment or services. Grant applications totaling \$35,000.00 or more must be accompanied by at least three written substantiated competitive complete quotes from different vendors. Complete quote submittals shall include a detailed scope of work, all pages included in the vendor proposal, breakdown of all costs including equipment, service tasks and deliverables. The E911 Board will compare the three quotes to any existing state contract in order to determine appropriate funding. Any county that has made a good faith effort to obtain at least three competitive quotes and has not been able to obtain the quotes can request E911 Board review based on substantiated proof of request for quotes or posting of the request with documentation of the limited responses.
- 5.5 If the grant application does not exceed the threshold amount of \$195,000, the county can initiate a request for approval for sole source funding. These will be considered on a case-by-case basis. Justification for sole source funding shall be provided with the application. Sole source will be approved if provided in accordance with Chapter 287, Florida Statutes, or with provision of a letter from the county's purchasing department that the project is a sole source procurement based on the county's purchasing requirements, which shall be provided with this grant application. Include pricing justification in the sole source letter from the county's purchasing department.
- 5.6 Rather than submitting multiple application requests for maintenance, all eligible maintenance requests should be combined into a single application request and include a breakdown of the individual components of the E911 system maintenance costs that are requested for funding assistance in the application. Grant applications for maintenance, where the county obtained a grant or utilized county funds to purchase equipment and obtained three competitive quotes for the first year of maintenance, or met the requirements of General Conditions items 5.4 or 5.5, are not required to provide three written quotes with an application for an additional year of maintenance.

- 5.7 All maintenance requests should include on the vendor's quote for service the beginning and ending term for each maintenance request. Grant awards will be limited to maintenance contracts beginning prior to or within the maintenance cycle of the grant program. Spring cycle maintenance requests should be submitted for maintenance beginning May through October. Fall cycle maintenance requests should be submitted for maintenance beginning November through April. Complete quote shall include a detailed scope of work, all pages included in the vendor proposal, breakdown of all costs including equipment, service tasks and deliverables.
- 5.8 Applicants requesting items from different funding priorities should complete a separate application for each priority. See Addendum I - Funding Priorities for the E911 Rural County Grant Program for a listing of funding priorities. Items from the same funding priorities should be combined in the same application and shall comply with General Condition items 5.4 and 5.5.
- 5.9 Should two or more rural counties jointly apply for a grant, each county will be required to complete and submit a grant application detailing the funds requested and the county responsible for the funds. In addition one combined grant application detailing the entire project and a memorandum of understanding or inter-local agreement of all counties involved shall be submitted. The combined grant application shall comply with General Condition items 5.4 and 5.5.
- 5.10 Procurement shall be based on the county's purchasing requirements and the applicable State purchasing requirements, including Section 112.061, Florida Statutes. All travel and associated per diem costs proposed shall be in compliance with General Conditions item 6.3.5.
- 5.11 Funding application requests must include a scope of work that clearly establishes the tasks to be performed. The applications shall include all tasks that are required for successful completion of the project. The project shall be divided into quantifiable units of deliverables that shall be received and accepted in writing by the county before payment. Each deliverable must be directly related to the scope of work and must specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.
- 5.12 Funding requests must include all necessary costs required for full implementation of the proposed solution including that of any third party. Should the county grant application request or grant award be less than the projected cost of the equipment or service, the county should provide verification of the ability to fund the difference. Pricing submitted cannot be contingent upon "yet to be" determined fees for products and services by the proposer or any other third party required for implementation.
- 5.13 The county shall provide information on the county's preceding year E911 fee revenue amount, the preceding year carry forward funding amount and the total carry forward balance amount in the county E911 fund. The amount of grant funding award, for allowable carry forward expenditures, is limited based on the total amount of carry forward funding in the county E911 fund in excess of an amount calculated based on the allowable 30 percent carry forward amount for a two year basis in accordance with sub-paragraph 365.172(6)(a)3.c., Florida Statutes and E911 Board Rule 60FF1-5.006 Florida Administrative Code. The county shall include the amount of their county carry forward funding being utilized for this grant in the Applied County Carry Forward or other Funding (if applicable) line in the Application Form item #12. Budget/Expenditure Report. This carry forward funding provision does not apply to grant applications for recurring maintenance. Maintenance contract cost is not a capital expenditure and is not an authorized expenditure of carry forward funds after the initial first year project costs included in the original capital equipment replacement or upgrade project.

5.14 Detailed information is required for any grant application requesting funding for systems that require immediate system replacement for provisioning of enhanced 911 in the county. Include detailed justification and explanation for any E911 system with an expected remaining life of less than 1 year.

5.15 Funding requests contingent upon "beta testing" or for products and services not in general production and installation will not be funded.

6.0 Limitation on Use of Funds

6.1 Only eligible expenses for E911 service listed in subsection 365.172(10), Florida Statutes, (Appendix I) that are not specifically excluded in this application will be funded.

6.2 Specifically excluded E911 expenses:

6.2.1 Salaries and associated expenses for 911 coordinators and call takers or other 911 personnel will not be funded.

6.2.2 Wireline database costs from the local exchange carrier, vehicle expenses, outside plant fiber or copper cabling systems and building entrance build out costs, consoles, workstation furniture and aerial photography expenses will not be funded.

6.2.3 Wireline 911 analog trunks, administrative lines and circuits are not fundable. Recurring network and circuit costs will not be funded after the first year implementation period.

6.3 Funding limitations are specified on the following items:

6.3.1 Grant funding shall be limited to eligible equipment maintenance and warranty costs for a primary PSAP and one other PSAP per county; either a primary, a secondary or a backup.

6.3.2 Grant funding shall be limited to eligible mapping maintenance and warranty costs for a primary PSAP and one other PSAP per county; either a primary, a secondary or a backup.

6.3.3 Grant funding for 911 equipment, hardware and software shall be limited (per grant cycle) to eligible expenditures for a primary PSAP only.

6.3.4 Selective router equipment costs are limited to the primary PSAP system and are limited to one per county. For this grant program they are included under the call handling equipment priority.

6.3.4 Training cost funding is limited to new system & equipment training.

6.3.5 The allowable grant funding for travel expenses is limited to the authorized amounts established in Section 112.061, Florida Statutes, and the Department of Financial Services Guidelines for State Expenditures. Allowable costs for daily per diem shall not exceed \$186.00.

7.0 Approval and Award

7.1 The E911 Board will review each application for compliance with the requirements of terms and conditions.

- 7.2 Grant awards will be withheld for any county that has a grant with a past-due quarterly report or past-due final documentation and closeout of previous rural county grant awards.
- 7.3 Applications will be awarded based upon the priorities set by the E911 Board as listed in Addendum I - Funding Priorities for the E911 Rural County Grant Program.
- 7.4 The E911 Board will adjust the amount awarded to a county based upon the availability of funds, eligibility of requested items, published quotes, increased effectiveness of grant funds, minimum system requirements for performing the needed E911 function as specified in the State E911 Plan, or documented factors provided in the grant application submission.
- 7.5 Any county that requires Board of County Commissioner approval of the grant program funding, prior to commencement of the project, shall notify the E911 Board in Application Form item #10. Grant funds for approved grant applications will be held until the county provides written notification to the E911 Board of the Board of County Commissioners approval of the project prior to the funds being disbursed from the E911 Trust Fund.
- 7.6 Any conditional hold, for documentation submittal referenced in 7.2 and 7.5, is limited to the last regularly scheduled E911 Board meeting application vote established in the grant program calendar.

8.0 Financial and Administrative Requirements

- 8.1 Grant funds shall be provided on a cost reimbursement basis. Grant funds shall be deposited in an interest bearing account maintained by the grantee, and each grant shall be tracked using a unique accounting code designator for deposits, disbursements and expenditures assigned by the county. All grant funds in the account maintained by the grantee shall be accounted for separately from all other funds. Any interest generated shall be returned to the E911 Board.
- 8.2 Each grantee may submit reimbursement claims to the E911 Board as needed; however claims are limited to one request per month. Receipt of reimbursement funds from the E911 Board is contingent on the timely and accurate submittal of funding requests. Requests for reimbursement of expenditures must be submitted on the approved Appendix IV Financial Reimbursement of Expenditures Reporting Form. Incomplete claims forms or claims not submitted on the correct form cannot be processed and will be returned for corrections. Submit only for the amounts in each budget categories in which you have incurred expenditures.
- 8.3 Upon written request and accompanying documentation justifying the need, a county may receive a payment of funding with a completed Expenditures Reporting Form, with the vendor invoice, and county certification that the specific grant items including all tasks and deliverables included in the funding request are complete. Within 45 days of transfer of funding or the check date, the grantee shall submit verification of payment to the vendor.
- 8.4 Reimbursement claims shall include only expenditures claimed against the specific grant number awarded and include copies of purchase orders and paid vouchers, invoices, copies of check processing, journal transfers. To assure prompt processing, complete reimbursement claims should be e-mailed to:

E911Board-ElectronicGrantReports@dms.myflorida.com

- 8.5 Grant funds, can only be used between the beginning and ending dates of the grant term, unless the E911 Board authorizes an extension. The right to incur costs under this grant expires two years from receipt of award and funds. The grantee may not incur costs and request payment or final reimbursement of funding past the expiration date.
- 8.6 Responsibility for grant funding and any failure to perform the minimum level of service required by the grant application and the application scope of work cannot be transferred under any circumstances from the County. Failure to perform the scope of work or expenditure of funds for other than allowable 911 costs as stated in the grant application shall require the county to return the awarded funds to the E911 Board.
- 8.7 Responsibility for property and equipment obtained under a grant cannot be transferred under any circumstances. If a sale or transfer of such property or equipment occurs within five years after a grant ends, funds must be returned to the E911 Board on a pro rata basis.
- 8.8 The grantee agrees that any improvement, expansion or other effect brought about in whole or part by grant funds will be maintained for a minimum of five years or thereafter until the effective replacement date of the system.
- 8.9 If a grantee materially fails to comply with any term of an award, the Board shall take one or more of the following actions, as appropriate in the circumstances:

Temporarily withhold grant payments pending grantee correction of the deficiency,
Disapprove all or part of the cost of the activity or action not in compliance,
Suspend or terminate the current award for the grantee's project,
Suspend or deny future grant awards.

The Board will provide the grantee an opportunity for a hearing, appeal, or other administrative proceeding to which the grantee is entitled under Florida Statute or regulation applicable to the action involved.

- 8.10 Grant awards may be terminated in whole or in part by the Board, with the consent of the grantee, in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated. Grant awards may be terminated by the grantee upon written notification to the Board, detailing the reasons for such termination, the effective date, and return of all funding.
- 8.11 Grant funds provided in excess of the amount to which the actual cost incurred to meet the terms and conditions of the grant agreement must be refunded to the E911 Board and sent to the Florida E911 Board's Post Office Box address:

Florida E911 Board
PO Box 7117
Tallahassee, FL 32314

The refund shall include transmittal information detailing the amount of returned funds that are excess grant funding and/or returned interest and shall include the number of the associated grant.

9.0 Grant Reporting Procedures

- 9.1 Grantees will be required to submit quarterly reports summarizing cumulative expenditures and status of the grant project. Quarterly reports shall include an updated Application Form item #12 Budget/Expenditure Report and a completed Appendix III Quarterly Report Form.
- 9.1.1 Reporting will begin at the conclusion of the first full quarter after the award. The report periods will end on March 31, June 30, September 30, and December 31 of each year. Reports are due within 30 days of the ending report period.
- 9.1.2 Earned interest shall be reported cumulatively and included with each quarterly report.
- 9.1.3 Updated reports and associated information should be e-mailed to E911Board-ElectronicGrantReports@dms.myflorida.com.
- 9.2 At project completion, a final report shall be submitted based on the same reporting requirements described in grant reporting item 9.1. The county shall determine the final completion date based on the final payment date, or the initiation date of the warranty period. Final documentation including copies of all expenditures and corresponding invoices shall be submitted within 90 days of the final report.
- 9.3 Change requests shall be submitted prior to deviation from any awarded grant applications. No changes or departures from the original request are authorized unless approved in writing by the E911 Board. Such requests shall be submitted using the form attached in Appendix II, Request for Change Form. Any unauthorized change shall require the return of grant funds, plus any interest accrued.
- 9.3.1 Time extension requests will not be granted unless the county has executed a contract for the grant equipment and/or services, or demonstrates good cause for failure to execute a contract within twelve months of award. Good cause documentation shall include a new project timeline schedule.
- 9.3.2 Time extensions shall be limited to a maximum of one additional year when approved by the E911 Board.
- 9.3.3 Request for Change forms and associated information should be e-mailed to E911Board-ElectronicGrantReports@dms.myflorida.com.
- 9.4 The Appendix III Quarterly Report Form shall inform the E911 Board of significant impacts to grant supported activities. Significant impacts include project status developments affecting time schedules and objectives, anticipated lower costs or producing beneficial results in addition to those originally planned. Additionally, problems, delays, or adverse conditions which will materially impair the ability to meet the timely completion of the award must be reported. The disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
- 9.5 The county's Board of County Commission chairperson shall be notified when overdue quarterly reports or final reports are not received before the next E911 Board meeting following the month after the end of the quarter in which they are due.
- 9.6 Funding continuance will be based on timely submission of quarterly reports.

- 9.7 Final document submission and close-out of a grant does not affect the E911 Board's right to disallow costs and recover funds on the basis of an audit or financial review. The county shall remain obligated to return any funds expended that do not comply with the terms and conditions of the grant award.

County FRANKLIN

STATE OF FLORIDA E911 BOARD
E911 RURAL COUNTY GRANT PROGRAM APPLICATION FORM

Total Amount Requested: \$29,113.99

Project Title: TRI-COUNTY ANNUAL E911 SYSTEM MAINTENANCE

1. Board of County Commissioners Chair: NOAH LOCKLEY, JR

Mailing Address: 33 MARKET STREET
SUITE 203
City: APALACHICOLA
State: FL Zip: 32320 -
Phone: (850) 6538861 Fax: 850-653-3768
Email Address: _____

2. County 911 Coordinator: IDA RENEE BRANNAN

Mailing Address: 270 ST RD 65
City: EASTPOINT
State: FL Zip: 32328 -
Phone: (850) 670-8500 Fax: 850-670-8566
Email Address: _____

3. Federal Tax ID Number: 59-60000612

County FRANKLIN

COUNTY INFORMATION
USE 12 POINT FONT OR LEGIBLE HAND PRINTING

4. County Fact Information

A. County FRANKLIN

B. Population 11549

C. Total Number of Incoming Nonwireless Trunks VOIP System not limited by trunks

D. Total Number of Incoming Wireless Trunks VOIP System not limited by trunks

E. Number of PSAP's 1

F. Number of Call-taking Positions per PSAP 2

G. Total Volume of 911 Calls 5862

H. What equipment is needed to maintain the Enhanced 911 system?

N/A

I. What equipment is requested in this grant application?

N/A

J. Financial Information:

1.) What are the current annual costs for your E911 system (circuits, customer records hardware and software, etc.) not including maintenance? 23,329.20

2.) What are the current annual costs for maintenance of items included in 1.)? 29,113.99

3.) Total amount of E911 fee revenue received in the preceding year? 48,925.99

4.) Total amount of county carry forward funding retained in the preceding year? 2,910.85

5.) Current total amount of county carry forward funding? 415,431.02

6.) Two year maximum calculated amount for applied carry forward funding Calculation (current year carry forward funding amount based on General Condition 5.13 multiplied by two) 29,355.60

7.) Minimum calculated amount for Applied Carry Forward Funding Calculation (amount in J.5. subtracted by amount in J.6.) 386,075.42

Insert in Item 12. Budget Expenditure Report

5. Describe your county's existing E911 system. Include specific information on existing system equipment upgrades and when the installation of this equipment was completed.

Franklin County's IP enabled E911 System is part of the Tri-County Regional E911 System along with Calhoun and Gulf Counties. The E911 system consists of a Solacom IP enabled router, Guardian 911 answering positions, stand-a-lone redundant ALI database, and DBMS application. The IP enabled E911 System was put in service July 21, 2011.

A total of (3) Spectracom Netclock Command Center Pkgs. Were added to the 911 System with the installation completed in March 2014.

March 11, 2015 (6) new Servers were put in service as replacements for the (2) Enhanced Application Servers, (1) Standard Admin Server, (2) ALI and (1) DBMS Servers, all operating on Windows Server 2008 OS. In addition, the System architecture was modified with a second chassis which will allow for hitless upgrades/software upgrade capabilities going forward.

Spring 2017 New Guardian answering positions, pack units, and touch screens were installed replacing the existing positions.

6. Describe the scope of work for the proposed project including any goal(s) and objectives. Include the tasks to be performed as part of the project. Provide scope of work in quantifiable units of deliverables that shall be received and accepted. For each deliverable specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

This project will allow for continuance of 24x7 maintenance and support of the 911 Solacom equipment and software. Consolidated Communications will continue maintenance and support in the role of Tier 1 support, and Solacom will continue in the role of Tier 2 support on the equipment as well as Proprietary support of the Solacom System Software. In addition, we are seeking GeoLynx System Support. GeoComm Software maintenance incorporates new software enhancements and the latest technological changes regularly into the GeoComm software application. Releases service packs and feature packs that contain fixes and new functionality as needed. GeoComm software support provides skilled personnel 24x7 to provide technical or user assistance, including emergency support services to system alarm and systems lock ups. The 911 Coordinator will evaluate the maintenance and support to ensure the accepted terms are adhered to as defined in the Maintenance agreements.

7. Justification of the need for the proposed project. Provide detailed information on the existing system's condition including a detailed justification for any system with an expected remaining life of less than 1 year.

Declining 911 funds continue to impose a deficit of available funds utilized to provide efficient/effective 911 services for the Residents and Visitors to our County. The grant funds are being requested to assist the county in maintaining continued 24x7 maintenance for the Solacom System Components and Software and GeoComm Software, allowing for uninterrupted service to those in need of 911 assistance. The System is in good and working order, with upgrades that will aid in extending the life cycle. Day to day maintenance on the system continues to be at a minimum.

8. Describe why your county will not be able to complete this project without this grant funding.

Declining 911 funds designated to maintain the operation and maintenance of the 911 System make it significantly difficult to maintain the 911 System at optimum operational functionality without grant funding assistance.

9. Briefly describe how this grant project would be in concurrence with the State E911 Plan.

Renewing the Annual Maintenance Agreements for the E911 System will ensure the necessary support if required for continued functionality of the County's E911 System on a 24x7x365 basis, thereby protecting the county from potential exposure to liability that might result from critical infrastructure failure as described in the County 911 Coordinator standards in the State E911 Plan.

10. Describe the required steps with an anticipated time schedule with procurement and payment milestones and a total project completion date.

April 1, 2019 – Submission and Requested Approval of this grant application for Annual E911 System Maintenance.

July 2019 Invoices Received and Paid:

Consolidated Communications:	\$8,135.40
Solacom Technologies:	15,033.59
GeoComm:	5,945.00
Total:	29,113.99

11. Sole source justification (if applicable).

Software and application maintenance of GeoComm is licensed and proprietary.
Software and hardware maintenance of Solacom is licensed and proprietary.

12. Budget/Expenditure Report

Prepare an itemized Grant Budget ("Line Item" breakdown should include separated systems, i.e.; 911 system, logging recorder, centerline mapping, etc. and services items). The completed form shall be used to complete quarterly report requirements, listing expenditures and revisions (if any) in appropriate columns. If there is insufficient space, please include details in an attachment. **Budget costs should match requested vendor quote.**

County:		Grant Number:		Report Date:	
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For Grant Period Ending:	<input type="checkbox"/> March 31	<input type="checkbox"/> June 30	<input type="checkbox"/> September 30	<input type="checkbox"/> December 31	Year:		FINAL	<input type="checkbox"/>
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Proposed Budget				USE FOR QUARTERLY REPORTS	
Line Item	Unit Price (\$)	Quantity	Total Cost (\$)	Revised Budget	Total Cumulative Expenditures (\$)
A. Systems (Hardware, Software, Equipment & Labor)					
Total System Items					
B. Services (Training, Maintenance and Warranty Items)					
Solacomm Technologies Maintenance & Support	\$15,033.59	1	\$15,033.59	\$15,033.59	\$15,033.59
Consolidated Communications 24x7x365 Tier 1 Maint.	\$8,135.40	1	\$8,135.40	\$8,135.40	\$8,135.40
GeoComm Mapping Maintenance & Support	\$5,945.00	1	\$5,945.00	\$5,945.00	\$5,945.00
Total Service Items			\$29,113.99	\$29,113.99	\$29,113.99
Less any Applied County Carry Forward or other Funding (if applicable)					
Grant Request Total					

USE FOR ALL REPORTS	
Total Amount of Grant Awarded	
Total Interest for Grant Period	
Final Completion Date	

Renee Brannon

Signature, County 911 Coordinator

13. Assurances

ACCEPTANCE OF TERMS AND CONDITIONS: The grantee accepts all grant terms and conditions. Grantee understands that grants are contingent upon the availability of funds.

DISCLAIMER: The grantee certifies that the facts and information contained in this application and any attached documents are true and correct. A violation of this requirement may result in revocation of the grant and return of all grant funds and interest accrued (if any), pursuant to the E911 Board authority and any other remedy provided by law.

NOTIFICATION OF AWARDS: The grantee understands and accepts that the notice of award will be advertised on the Florida E911 website.

MAINTENANCE OF IMPROVEMENT AND EXPANSION: The grantee agrees that any improvement, expansion or other effect brought about in whole or part by grant funds will be maintained. No substantial changes or departures from the original proposal shall be permitted unless the E911 Board gives prior written authorization. Any unauthorized change will necessitate the return of grant funds, and accrued interest (if any) to the E911 Board.

Failure to utilize grant funds as represented may jeopardize eligibility to be considered for future funding.

14. Authority

I hereby affirm my authority and responsibility for the use of funds requested.

Noah Lockley Jr. 3-30-19
SIGNATURE - CHAIR, BOARD OF COUNTY COMMISSIONERS DATE

Noah Lockley Jr
Printed Name

Beenda Lockley 3/30/19
WITNESS DATE

Appendix I

NO requests for funding will be acknowledged for any items not specified in subsection 365.172 (10), Florida Statutes (shown below).

AUTHORIZED EXPENDITURES OF E911 FEE.—

(a) For purposes of this section, E911 service includes the functions of database management, call taking, location verification, and call transfer. Department of Health certification and recertification and training costs for 911 public safety telecommunications, including dispatching, are functions of 911 services.

(b) All costs directly attributable to the establishment or provision of E911 service and contracting for E911 services are eligible for expenditure of moneys derived from imposition of the fee authorized by subsections (8) and (9). These costs include the acquisition, implementation, and maintenance of Public Safety Answering Point (PSAP) equipment and E911 service features, as defined in the providers' published schedules or the acquisition, installation, and maintenance of other E911 equipment, including circuits; call answering equipment; call transfer equipment; ANI or ALI controllers; ANI or ALI displays; station instruments; E911 telecommunications systems; visual call information and storage devices; recording equipment; telephone devices and other equipment for the hearing impaired used in the E911 system; PSAP backup power systems; consoles; automatic call distributors, and interfaces, including hardware and software, for computer-aided dispatch (CAD) systems; integrated CAD systems for that portion of the systems used for E911 call taking; GIS system and software equipment and information displays; network clocks; salary and associated expenses for E911 call takers for that portion of their time spent taking and transferring E911 calls, salary, and associated expenses for a county to employ a full-time equivalent E911 coordinator position and a full-time equivalent mapping or geographical data position, and technical system maintenance, database, and administration personnel for the portion of their time spent administrating the E911 system; emergency medical, fire, and law enforcement prearrival instruction software; charts and training costs; training costs for PSAP call takers, supervisors, and managers in the proper methods and techniques used in taking and transferring E911 calls, costs to train and educate PSAP employees regarding E911 service or E911 equipment, including fees collected by the Department of Health for the certification and recertification of 911 public safety telecommunicators as required under s. [401.465](#); and expenses required to develop and maintain all information, including ALI and ANI databases and other information source repositories, necessary to properly inform call takers as to location address, type of emergency, and other information directly relevant to the E911 call-taking and transferring function. Moneys derived from the fee may also be used for next-generation E911 network services, next-generation E911 database services, next-generation E911 equipment, and wireless E911 routing systems.

(c) The moneys may not be used to pay for any item not listed in this subsection, including, but not limited to, any capital or operational costs for emergency responses which occur after the call transfer to the responding public safety entity and the costs for constructing, leasing, maintaining, or renovating buildings, except for those building modifications necessary to maintain the security and environmental integrity of the PSAP and E911 equipment rooms.

Appendix IV Financial Reimbursement of Expenditures Reporting Form

Prepare an itemized request for reimbursement expenditures in each budget categories for each deliverable. Attach copies of purchase orders and paid vouchers, invoices, copies of checks, journal transfers, required for expenditure justifications. If there is insufficient space, please include details in an attachment.

County:		Grant Number:		Request Number:		Request Date:	
----------------	--	----------------------	--	------------------------	--	----------------------	--

Budget Categories				Previous Request Amount (\$)	Current Request Amount (\$)
Deliverable Items	Unit Price (\$)	Quantity	Total Amount (\$)		
A. Systems (Hardware, Software, Equipment & Labor)					
B. Services (Training, Maintenance and Warranty Items)					
Grant Request Total					

Request payment of funding (if applicable) <input type="checkbox"/>
Justification of payment funding need:

Signature, County 911 Coordinator

Addendum I

Funding Priorities for the E911 Rural County Grant Program

The criteria for determining acceptability for disbursement of funds from the State of Florida E911 Rural County Grant Program will be made on a priority basis. There will be five priorities as identified below:

PRIORITY 1: Rural counties with E911 Phase II Primary PSAP systems that require immediate system replacement to maintain enhanced 911 status or when the expected remaining life of the system is less than 1 year.

PRIORITY 2: Rural counties with E911 Phase II systems that require maintenance or warranty agreements for maintaining enhanced 911 status. This may include the following, listed in order of funding priority a through c:

- a: E911 System Maintenance (pertaining exclusively to items listed in Priorities 3a-h only)
- b: Hosted E911 System Service for subsequent years, after the first year.
- c: E911 Mapping System Maintenance (pertaining exclusively to items listed in Priority 5a only)

PRIORITY 3: Rural counties with E911 Phase II Primary PSAP systems that require new or replacement of critical or necessary hardware or software for maintaining E911 Phase II status. This may include the following, listed in order of funding priority a through h:

- a: Hardware and software for communications or terminal equipment located at a PSAP for 911 call processing, ANI and ALI display and call answering.
- b: Lightning Protection Equipment
- c: Uninterruptible Power Supply Equipment
- d: E911 Voice Recording Equipment
- e: County E911 Standalone ALI Database Equipment
- f: E911 Map Display Equipment
- g: New additional 911 Call Taker Position Equipment
- h: Net clock

PRIORITY 4: Rural counties with E911 Phase II Systems requesting consolidation of E911 PSAPs, which decreases the number of Primary or Secondary PSAPs in the county by a minimum of one.

PRIORITY 5: Rural counties with E911 Phase II Systems that require mapping services necessary for maintaining E911 Phase II Geographic Information Systems (GIS). This may include the following, listed in order of funding priority a through b:

- a: E911 Mapping System Equipment - E911 map generation hardware and software licensing is limited to components for two stations
- b: GIS Centerline, point generation and map accuracy services

Regional E911 system project requests related to systems, equipment and maintenance will be considered the highest priority within each priority category.

Grants awards will be funded in order of priority assigned. Total funding for any priority may be adjusted based on the remaining funds available, the number of applications and the anticipated requests in the next funding cycle. The acceptability for disbursement of funds from the State of Florida E911 Rural County Grant Program for any E911 expense items not expressly provided for in Priorities above shall be determined at the discretion of the E911 Board pursuant to its authority under sections 365.172 and 365.173, Florida Statutes.

COUNTY E911 FISCAL INFORMATION

Item No.	E911 Fee Revenues		
1	County	Franklin	Fiscal Year
			2017-2018
2	Wireless E911 Fee Revenue	\$ 16,920.88	
3	Non-wireless E911 Fee Revenue	\$ 23,011.44	(LEC, wireline, & VoIP)
4	Prepaid E911 Fee Revenue	\$ 8,993.67	
5	E911 State Grant Revenue	\$ -	(Grant required unique accounting code)
6	Rural County Grant Revenue	\$ 6,622.23	(Grant required unique accounting code)
7	Emergency Grant Revenue	\$ -	(Grant required unique accounting code)
8	Rural County Supplemental Disbursement	\$ 67,079.12	
9	E911 Board Special Disbursement	\$ 1,341.13	
10	Total E911 Fee Revenue	\$ 48,925.99	Carry Forward Fee Revenue calculation (Item #2 + Item #3 + Item #4)
Item No.	E911 Allowable Expenditures		
11	E911 Fee Revenue and Supplemental and Special Disbursement Expenditures	\$ 115,485.31	
12	County Funded E911 Expenditures	\$ 64,538.17	
13	Subtotal Expenditures	\$ 180,023.48	Calculation (Item #11 + Item #12)
14	E911 State Grant Expenditures	\$ -	
15	Rural County Grant Expenditures	\$ 6,622.23	
16	Emergency Grant Expenditures	\$ -	
17	Subtotal Grant Expenditures	\$ 6,622.23	Calculation Item #14 + Item #15 + Item #16
18	Total E911 Expenditures	\$ 186,645.71	Calculation Item #13 + Item #17
Item No.	E911 Carry Forward & Excess Cost Recovery Calculation		
19	Allowable County Carry Forward Amount	\$ 83,098.05	Maximum allowable calculation (30% of fee revenue Item #10) + (full amount of Item #8 + Item #9 disbursements). Grants are under unique accounting codes and are not included in calculations.
20	Actual County Carry Forward Amount	\$ 2,910.85	Limited by paragraph 365.173(2)(d), Florida Statutes. Assure amount is equal to or less than Item #19
22	Excess Cost Recovery	\$ (65,588.09)	Calculation (Item #10 + Item #8 + Item #9 - Item #13 - Item #20) Positive amount equals excess cost recovery amount to be returned to the E911 Board.
Item No.	Contact Information		
24	Name of person preparing response:	Linda C. Phillips	
25	Title/Position of person preparing response:	Finance Officer	
26	Telephone number:	(850) 653-2275 Ext. 111	
27	E-Mail address of person preparing response:	lphillips@franklinclerk.com	
28	Date:	11/26/2018	

In accordance with paragraph 365.173(2)(d) and 365.172(6)(a)3., Florida Statutes

From: Millender, Allen (Port St Joe, FL) <Allen.Millender@consolidated.com>
Sent: Friday, January 25, 2019 4:28 PM
To: Ben Guthrie (bguthrie@gulfcounty-fl.gov); lallsop@calhounsheriff.com; r.brannan@franklinsheriff.com
Subject: 911 quotes
Attachments: 170907-01-TM_V04_TriCountyFL_ARMRenewal_Sept262019-Sept252020_Fairpoint.xls; 170802-05-TM_V06_TriCountyFL_AnnualText-to-911Renewal_Fairpoint.xls; Tri-County 2019 Databond quote.pdf; 150610-01-ST_V07_TriCountyFL_SupportRenewal_July242019-July232020_Consol....xls; 171219-01-TM_V05_TriCountyFL_ECATS_SupportRenewal_June272019-June262020_F....xls

January 25, 2019

Good Morning All,

Listed below are the 911 System Maintenance Renewal amounts for the Tri-County 911 System Software and Components – terms beginning in 2019. Also listed is the 911 Datamaster ALI Database Software Support renewal – term beginning November 13, 2019 and expiring November 12, 2019. The agreements between Consolidated Communications and each County states “For years 3 through 5 and for any Renewal Term, annual pricing shall be submitted to the Customer by January 31st of such year”.

Year 9 (July 25, 2018 through July 24, 2019) Tri County Annual 911 System Maintenance Renewal

Fairpoint Communications Tier 1 support (24x7x365) 0 per County	\$24,406.20	\$8,135.4
---	-------------	-----------

SolaCom 12 months Guardian Hardware Support & Position Software Support July 24, 2019 – Sept 25, 2020	\$31,120.95	\$10,373.65 per County
---	-------------	------------------------

SolaCom 1 year “ARM” 911 Support Renewal Sept 26, 2019 – Sept 25, 2020	\$3,012.00	\$1,004.00 per County
--	------------	-----------------------

SolaCom 12 months EcATS Support Renewal June 27, 2019 – June 26, 2020	\$10,967.82	\$3655.94 per County
---	-------------	----------------------

SolaCom 12 months Text-to-911 MSRP Renewal July 24, 2019 – July 23, 2020	\$3,316.95	\$1,105.65 per County
--	------------	-----------------------

Total Amount	\$72,823.93	\$24,274.64 per County
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Also attached is the 911 Datamaster ALI Support quote that is being billed to the Counties directly for a total amount of \$12,501.00 which comes out to \$4,167.00 per county.*



502 Cecil G. Costin Sr Blvd
 Port St. Joe, FL 32456 Main
 BOO 400 5568
www.fairpoint.com

Quote

TRI-COUNTY ANNUAL MAINTENANCE

Date
01/20/2019

Invoice#
NA

BILL TO
FRANKLIN COUNTY
911 COORDINATOR

For questions, contact:
 Allen Millender
 850-229-7393
amillender@consolidated.com

DESCRIPTION	QTY	RATE	AMOUNTPERCOUNTY
FairPoint Communications Tier 1 Support (24 x 7 x 365) July 25, 2019 through July 24, 2020	1	\$ 24,406.20	\$ 8,135.40
Subtotal			\$ 8,135.40
Total			\$ 8,135.40

Allen Millender | Manager
D: 850.229.7393 | C: 850.653.7946
allen.millender@consolidated.com
consolidated.com | NASDAQ: CNSL



Notice: This electronic mail transmission may contain confidential information and is intended only for the person(s) named. Any use, copying or disclosure by any other person is strictly prohibited. If you have received this transmission in error, please notify the sender by email.

Solacom Quote: 171219-01-TM_V05



January 25, 2019

E000008995

Customer: Consolidated Communication
(formerly Fairpoint)

MT - Tri-County, FL

Solacom Technologies
80 Jean-Proulx
Gatineau QC J8Z 1W1
Canada

Site: Consolidated Communication
(formerly Fairpoint)
Accounts Payable
121 South 17th
Mattoon IL 61938
USA

Phone:

(819) 205-8100

Fax:

Detail: Annual ECatS Support Renewal; June 27, 2019 - June 26, 2020

Prepared By	Terms	Quote Date	Expiration Date	Salesperson	Customer Currency
tmontgomery		Jan 25, 2019	Apr 25, 2019	Tony Parrott	US Dollars

Warranty/Maintenance			Quantity	List Price	Unit Price	Extended Price
Line	Item					
1	S-MAINTENANCE-V3 MT-ECaTS	Maintenance and Support Offering ECaTS Services and Support 12 Months	1.00		\$10,967.82	\$10,967.82

Please send PO to POSolacom@solacom.com

Sale Amount: \$10,967.82

Total Amount: \$10,967.82

*\$ 3655.94
Per county*

Options					
Item		Quantity	List Price	Unit Price	Extended Price

Solacom Quote: 150610-01-ST_V07



January 25, 2019

E000008994

Customer: Consolidated Communication
(formerly Fairpoint)

MT- Tri-County, FL

Solacom Technologies
80 Jean-Proulx
Gatineau QC J8Z 1W1
Canada

Site: Consolidated Communication
(formerly Fairpoint)
Accounts Payable
121 South 17th
Mattoon IL 61938
USA

Phone:

(819) 205-8100

Fax:

Detail: Annual Support Renewal for the period July 24, 2019 through July 23, 2020.

Unit# 0901602

Prepared By	Terms	Quote Date	Expiration Date	Salesperson	Customer Currency	
tmontgomery		Jan 25, 2019	Apr 25, 2019	Tony Parrott	US Dollars	
Warranty/Maintenance						
Line	Item		Quantity	List Price	Unit Price	Extended Price
1	S-MAINTENANCE-V3 MT-IPSRHWSW-01	Maintenance and Support Offering Comprehensive Support 12 Months	1.00		\$31,120.95	\$31,120.95

Please send PO to POSolacom@solacom.com

Sale Amount: \$31,120.95

Total Amount: \$31,120.95

\$ 10,373.65
per county

Options					
Item		Quantity	List Price	Unit Price	Extended Price

Solacom Quote: 170907-01-TM_V04



January 17, 2019

E000008895

Customer: Consolidated Communication
(formerly Fairpoint)

MT - Tri-County, FL

Solacom Technologies
80 Jean-Proulx
Gatineau QC J8Z 1W1
Canada

Site: Consolidated Communication
(formerly Fairpoint)
Accounts Payable
121 South 17th
Mattoon IL 61938
USA

Phone:

(819) 205-8100

Fax:

Detail: Annual ARM Support Renewal; September 26, 2019 - September 25, 2020

Prepared By	Terms	Quote Date	Expiration Date	Salesperson	Customer Currency
tmontgomery		Jan 17, 2019	Apr 17, 2019	Tony Parrott	US Dollars

Managed Services			Quantity	List Price	Unit Price	Extended Price
Line	Item					
1	S-Managed Services	Managed Services Offering				
	SV-ARM_Guardian-1Y	Active Remote Monitoring per Pos 1 Year	7.00	\$430.00	\$430.29	\$3,012.00

Please send PO to POSolacom@solacom.com

Sale Amount: \$3,012.00

Total Amount: \$3,012.00

\$1,004.00
Per county

Options					
Item		Quantity	List Price	Unit Price	Extended Price



**GeoLynx System Support Renewal
0318 FCFL**

March 2, 2018

**Geo-Comm, Inc.
EIN # 41-1811590
601 West St. Germain
St. Cloud, MN 56301
Phone (320) 240-0040**

**Allen Ham, 9-1-1 Coordinator
Franklin County Sheriff's Office
270 Highway 65
Eastpoint, FL 32328
Phone (850) 670-8300
Email a.ham@franklinsheriff.com**

Software Description	Annual Total
GeoLynx Server (one backup/passive license) with two dispatch add-on modules	\$5,945.00

Software support services provided from April 1, 2018 through March 31, 2019.

A description of the services covered under this contract is attached and made a part of this agreement in Exhibit A.

Franklin County agrees to pay GeoComm:

\$5,945.00 invoiced net 45 upon contract signing

Agency: Franklin County, Florida
Agency PO# (if required by Customer)
Print Name:
Signature:
Date:

**TASK ORDER 4:
PROFESSIONAL PLANNING SERVICES FOR
AIRPORT MASTER PLAN UPDATE
APALACHICOLA REGIONAL AIRPORT
FDOT GRANT NUMBER 416047-3; FAA AIP NUMBER 3-12-0001-009-2018**

March 27, 2019

**Task Order No. 4
AVCON No. 2018.158.01**

AVCON, INC., a Florida Corporation (hereinafter “Consultant”) agrees to perform and complete the following services (hereinafter “Services”) for the **Franklin County Board of County Commissioners** (hereinafter “County”), in accordance with the terms and conditions of the Agreement for Professional Airport Consulting Services, dated October 6 , 2015 , all of which terms and conditions are incorporated herein by reference.

- 1. Task Location:** Apalachicola Regional Airport
Franklin County, Florida
- 2. Task Name:** Airport Master Plan Update, Apalachicola Regional Airport
- 3. Scope of Services:** The Consultant shall perform the scope of services as identified in **Exhibit “A”** (27 pages) dated March 27, 2019 and attached hereto. The services shall include professional planning services to perform the Airport Master Plan Update.
- 4. Compensation:** All work performed under this Task Order shall be compensated on a Lump Sum basis. The Lump Sum fee shall be **Three Hundred Sixty Thousand, Two Hundred Fifty and 00/100 dollars (\$360,250.00 LS)** derived as follows:

AVCON Services:		\$ 207,735.00
Task 1: Project Initiation, Scoping, and Coordination	\$ 17,054.00 LS	
Task 2: Inventory of Existing Conditions	\$ 13,276.00 LS	
Task 3: Aviation Activity Forecasts	\$ 12,234.00 LS	
Task 4: Capacity Assessment/Facility Requirements	\$ 19,628.00 LS	
Task 5: Airport Alternatives Analysis	\$ 22,170.00 LS	
Task 6: Alternative Refinement	\$ 11,826.00 LS	
Task 7: Airport Layout Plan Drawing Set	\$ 35,089.00 LS	
Task 8: Facilities Implementation Plan	\$ 17,598.00 LS	
Task 9: Public Involvement Meetings	\$ 28,098.00 LS	
Task 10: Master Plan Documentation and Deliverables	\$ 30,762.00 LS	
Sub-Consultant Services and Direct Expenses:		\$ 152,514.99
Title Search (Dewberry)	\$ 10,000.00 LS	
Boundary Survey (Dewberry)	\$ 24,000.00 LS	
AGIS Survey (Woolpert)	\$ 85,700.00 LS	
Airport Sustainability Sub-Consultant	\$ 5,000.00 LS	
Recycling Plan Sub-Consultant	\$ 5,000.00 LS	
Environmental Considerations (NOVA)	\$ 3,200.00 LS	
Socioeconomic Data and Forecasts	\$ 690.00 LS	
Travel and Postage Expenses	\$ 10,639.59 LS	
Printing and Publishing Expenses	\$ 8,285.40 LS	
Total:		\$ 360,250.00

**Task Order No. 4
Airport Master Plan Update, Apalachicola Regional Airport
March 27, 2019**

5. Schedule: The Consultant shall perform the services identified through Task 10 of Exhibit "A" within 24 months from the project Notice-To-Proceed (NTP). This schedule assumes the following:

1. The FAA will require three months to review and provide comments on the Aviation Activity Forecasts.
2. The FAA will require six months to review and provide comments on the Draft Airport Layout Plan.
3. Franklin County and the FDOT will require up to three months to review and provide comments on the Draft Final Report.

If the reviews take longer than assumed above, the project schedule will be extended an equivalent number of days to accommodate the additional review time.

6. Deliverables: Deliverables for the project shall include the following:

- Six (6) sets of Master Plan Working Papers
- Six (6) sets of Initial Agency Draft Report
- Five (5) sets of draft Airport Layout Plan sets
- Eight (8) sets of final Airport Layout Plan sets

7. Other Considerations: County project representative shall be Mr. Michael Moron, unless otherwise designated. Consultant project representative shall be Mr. John Collins, P.E., unless otherwise designated.

Accepted by:

**Franklin County Board of
County Commissioners**

By: _____

Printed Name: _____

Title: _____

Date: _____

Accepted by:

AVCON, INC.

By:  _____

Printed Name: Virgil C. "Lee" Lewis, P.E.

Title: Vice-President

Exhibit "A"
AIRPORT MASTER PLAN UPDATE
SCOPE OF SERVICES
APALACHICOLA REGIONAL AIRPORT
APALACHICOLA, FLORIDA

Project Background

Introduction

This project involves preparation of an Airport Master Plan Update for Apalachicola Regional Airport (AAF) in accordance with the requirements of the Federal Aviation Administration (FAA), the Florida Department of Transportation (FDOT) and the needs of Franklin County, Florida, the Airport sponsor. The services described in this scope of work will be conducted by AVCON, Inc. (AVCON) and their sub-consultants (the AVCON Team). Specifically, the Master Plan Update study will be conducted in accordance with FAA Advisory Circulars (AC) 150/5070-6B, *Airport Master Plans*; FAA AC 150/5325-4B, *Runway Length Analysis*; FAA AC 150/5300-13A, *Airport Design*; FAA ARP Standard Operating Procedure No. 2, *ALP Review Checklist*; FAA ARP Standard Operating Procedure No. 3, *Exhibit 'A' Review Checklist*; as well as the FDOT *Guidebook for Airport Master Planning* (April 2010); FDOT Procedural Guidance 725-040-100-h, *Airport Master Plans*; and FDOT Procedural Guidance 725-040-040-h, *Aviation Program Management*.

This update will entail a comprehensive analysis of current Airport facilities, determination of trends and activities affecting the Airport, existing and future Airport land use, pavement condition, as well as evaluation of runway length, strength, and navigational requirements. The Master Plan Update will result in the preparation of an analysis of airside and landside development alternatives, the preparation of a potential funding plan, and the update of the Airport Layout Plan set to guide future development on the Airport.

Apalachicola Regional Airport is a general aviation (GA) airport located in Franklin County, FL (County), which is owned and operated by the County. The Airport is located approximately two miles west of the City of Apalachicola, Florida and is served by three runways:

- Runway 14/32 has dimensions of 5,425 feet in length by 150 feet wide.
- Runway 6/24 has dimensions of 5,271 feet in length by 150 feet wide.
- Runway 18/36 has dimensions of 5,251 feet in length by 150 feet wide.

All runways are constructed of concrete and are reported to be in fair condition. Runway 14/32 is equipped with a two-light precision approach path indicator (PAPI). All of the runways have global positioning system (GPS) approaches.

The Airport does not have a tower. It is equipped with fuel storage facilities capable of dispensing 100LL and Jet-A aviation fuels and offers both full-service fueling and self-service.

The Airport supports a variety of GA aeronautical operations and is home to approximately 20 based aircraft. It serves both single-engine and multi-engine aircraft operations. Annual operations according to the FAA's Terminal Area Forecast as of January 2018 were 24,375 annual operations in 2016 divided 62 percent local general aviation traffic, 33 percent itinerant general aviation traffic, 5 percent air taxi traffic and the occasional military operation.

Project Objective/Key Issues

The overall goal of a Master Plan Update is to provide guidelines for future Airport development that will satisfy aviation demand in a cost-effective, feasible manner while considering aviation, environmental, and socioeconomic issues of the community. Thus, an Airport Master Plan presents both short- and long-term development and graphically displays proposed growth in the FAA/FDOT-required Airport Layout Plan set while the narrative report provides the data, justification, and logic associated with the proposed changes. Airport objectives will be based upon an initial evaluation of the Airport and its surrounding environment and will also include meetings with the Airport FBO, County staff, and local officials (i.e. the Board of County Commissioners). However, the Airport Master Plan objectives should be flexible to assure an unbiased and objective basis for the final project.

Master planning activities will provide a capital improvement program for future development of the Airport, as well as an overview of land use compatibility issues in the Airport environs as prescribed in Florida Statutes. In addition, this planning effort will result in the development of an Airport Layout Plan drawing set, which meets both FAA and FDOT criteria. The Master Plan Update will provide the Airport and County with a comprehensive overview of the Airport's needs during the next twenty years, and will include the identification, location, timing, and costs of proposed development as necessary to meet future demand projections or to increase safety.

Some of the specific issues to be evaluated as part of this master plan process are delineated below. Specific tasks were incorporated into this scope of services in an effort to address these considerations. This listing is not intended to be an exhaustive recitation of items that require consideration within the master plan update but rather identifies major concerns or issues that should be addressed in support of the County's long-term airport goals. Some specific goals and objectives to be considered in no specific order include:

1. Assess the operational efficiency, effectiveness, and safety of the Airport.
2. Evaluate the Airport facility layout for conformance with FAA AC 150/5300-13A, *Airport Design*.

3. Evaluate the known obstructions to the airspace of the Airport to determine the current impact to the Airport. An AGIS obstruction survey in accordance with FAA Advisory Circulars 150/5300-16A, -17C, and -18B and SOP 2.0 shall be performed and property uploaded to the FAA database.
4. Evaluate the Airport's existing and ultimate runway length requirements to identify improvements necessary to meet demand and/or entice additional traffic to the Airport.
5. Evaluate existing and future land acquisition and utilization to ensure "best use."
6. Assess and evaluate potential development options in relation to forecast demand, land utilization, and compatibility with long-term Airport development.
7. Evaluate existing Airport infrastructure and make recommendations for future development.
8. Assess any short-term actions and recommendations to ensure that they do not preclude long-term planning objectives.
9. Assess the needs of current tenants and requirements necessary to attract new tenants and/or expand their facilities.
10. Maximize the Airport's use of revenue to ensure a "best use" scenario.
11. Evaluate whether current County Land Use Overlay Zones are consistent with Federal Aviation Regulations, as well as Florida Statute 333, *Airport Zoning*, in an effort to prohibit incompatible land use encroachment.
12. Identify existing and alternative funding sources for Airport infrastructure development.
13. Identify areas of environmental concern and provide mitigation options for future development.
14. Evaluate long-term development options for general aviation and Airport support facilities, including the development of industrial parks.
15. Evaluate the airfield development options that address critical aircraft and runway length requirements, runway safety area standards, and future airfield capacity.

As noted, the preceding list is not intended to be an exhaustive list of issues but it presents an overview of the number of key considerations that need to be addressed in this master plan update.

Technical References

A variety of technical references are commonly used during the development of a master plan report. The following list denotes some of the more commonly used reference materials:

- FAA AC 150/5300-6B, *Airport Master Plans*
- FAA AC 150/5300-13A, *Airport Design*
- FAA AC 150/5325-4B, *Runway Length Requirements for Airport Design*
- FAA AC 150/5060-5, *Airport Capacity and Delay*
- National Environmental Policy Act (NEPA), *Implementing Instructions for Airport Actions Order 5050.4B*
- Environmental Impacts: Policies and Procedures Order 1050.1E
- FAA AC 150/5200-33B, *Hazardous Wildlife Attractants On or Near an Airport*
- FAA Standard Operating Procedure 2.00, *FAA Review and Approval of Airport Layout Plans (ALPs)*
- FAA Standard Operating Procedure 3.00, *FAA Review of Exhibit "A" Airport Property Inventory Maps*
- FAA AC 150/5020-1, *Noise Control and Compatibility Planning for Airports*
- The Interim Guidance of Land Uses Within a Runway Protection Zone, dates 27 September 2012.
- Interim Memo Reminding FAA Personnel and Airport Sponsors for Protecting Approach and Departure Surfaces in Accordance With FAA AC 150/5300-13A, *Airport Design* and Order 8260.3, U.S. Standards for Terminal Instrument Procedures.
- Florida Statutes:
 - Amended Chapter 163 FS, *Intergovernmental Programs*
 - Chapter 330 FS, *Regulation of Aircraft, Pilots, and Airports*
 - Chapter 332 FS, *Airports and Other Navigation Facilities*
 - Chapter 333 FS, *Airport Zoning*
 - Chapter 339 FS, *Transportation Finance and Planning*
 - Chapter 380 FS, *Land and Water Management*
 - Chapter 2009-167, *Airline Safety and Wildlife Protection Act of Florida*
- Florida Department of Transportation Guidelines:
 - *Guidebook for Airport Master Planning, 2017*
 - Florida Strategic Intermodal System Plan
 - Florida Aviation System Plan
 - Florida General Aviation Airport Business Plan Guidebook
 - Florida Aviation Project Handbook
- Florida Administrative Codes:
 - Chapter 14-60, *Airport Licensing, Registration, & Airspace Protection*

All master plans submitted to FDOT must be in compliance with Florida Statutes Chapter 330, *Regulation of Aircraft, Pilots, and Airports* (Chapter 330 FS) and the Florida Administrative Code Rule 14-60, *Airport Licensing, Registration, and Airspace Protection* (Rule 14-60). Both concern the registration and licensing of public, private, and temporary

airports in the State of Florida, and Rule 14-60 also determines the Minimum Standards for Florida licensed airports.

Detailed information with regard to the master plan update project approach is outlined in the following tasks and sub-tasks.

Task 1 Project Initiation, Scoping, and Coordination

Task 1 Project Initiation and Scoping

The project initiation task includes the development and revision of the scope and associate fee (see Exhibit A) and also consists of necessary meeting participation along with other coordination relevant to the scoping effort.

A scope of work and man-hour estimate for the project will be developed in accordance with the current version of FAA AC 150/5070-6B, *Airport Master Plans*, and the FDOT *Guidebook to Airport Master Planning, 2017*. This scope will identify major tasks, as well as delineate general elements of work to be conducted under each of the project activities. The man-hour estimate will define the estimated labor hours and associated costs that may include, but not be limited to travel, presentation materials, printing, and graphics, environmental review, socio-economic data, and coordination costs for the scoping process, which is anticipated to include a coordination meeting with the representatives of the County, FDOT, and the FAA Airports District Office (ADO). This task will also involve the development of a project timeline for each of the tasks delineated in the scope.

It is important to note that a notice to proceed cannot be issued until written approval of this scope and fee is received from both FAA and FDOT.

This task also includes twelve (12) monthly update meetings to the Franklin County Board of County Commissioners by the Project Manager.

Task 2 Inventory of Existing Conditions

Task 2.1 Review and Evaluate Existing Documents

Existing documents including previous planning studies, design drawings, inspection reports, airfield pavement data, airfield pavement evaluation reports, leases, obstruction charts, approach plates, and as-built drawings of structures on the Airport will be obtained and analyzed for their content. Documents to be obtained and reviewed include, but may not be limited to:

- Previous Airport Master Plan/Noise Compatibility Studies
- Current Airport layout Plan Drawings (digital required)
- Current GIS/Mapping Information (provided by Apalachicola)

- FAA Terminal Area Forecasts
- Florida Aviation System Plan
- FAA 5010 Form (Airport Master Records)
- Area Socioeconomic Data
- NOAA Obstruction Chart
- Area Land Use and Zoning Information
- Airfield Pavement Condition Index (PCI) Study
- Historic Fuel Capacity and Demand Data
- Current Capital Improvement Program
- Airport Property Map
- Property Appraisal Information for Apalachicola Regional Airport
- All previous and recent NEPA documentation, permits and any other pertinent environmental documentation

Task 2.2 Airport Role and Physical Facilities Inventory

As part of the Airport inventory, the role of the Airport will be defined in terms of services it provides the community and its current classification in the FAA's National Plan of Integrated Airport Systems (NPIAS) and Florida Aviation System Plan (FASP). This will be followed by a physical facilities inventory, which will consist of an on-site review of existing Airport facilities with attention being paid to their size, condition, use, configuration, and adequacy of these facilities under current operating conditions. This information will be used to evaluate the effectiveness of the individual facility, and any interrelationships between developed uses on the airfield and how they may be affected by changes designed to improve Airport operations and/or capacity. Additionally, the evaluation of existing facilities will serve as the basis for identifying any facilities that are in need of immediate attention, if any. Representative facilities might include:

- Land Holdings
- Airfield Facilities
- Fixed Based Operator (FBO)/Aircraft Maintenance
- General Aviation Facilities
- Landside Facilities
- Support Facilities
- Airport Access
- Weather Data

Task 2.3 Airspace Environment/Obstructions

Air traffic control facilities involved in and/or responsible for handling traffic into and out of the Airport will be identified, and procedures as they relate to the Airport reviewed. An inventory

of the area airspace will be undertaken with emphasis on the identification of airways, restricted areas, intersections, and obstructions in the Airport vicinity. This task will identify operational limitations due to traffic interactions with other airports, military operating areas (MOAs) and restricted areas (RAs), if applicable, reserved airspace, missed approach courses, noise abatement procedures, airfield facilities and design, existing or programmed navigational aids (NAVAIDs), and topography and obstructions at, or in the vicinity of, the Airport. This data will be generated from existing sources of information.

Task 2.4 FBO Interview

As part of the data gathering process, the FBO will be interviewed. The interview will solicit information such as a description of current facilities, levels of activity, including fuel data, if applicable, conducted from the Airport, perceived Airport needs, future plans, type of aircraft used, and anticipated fleet additions and changes in order to identify the existing and potential critical aircrafts. A listing of Airport tenants will be used for follow-up discussions on an as-needed basis throughout the master plan process.

Task 2.5 Vicinity Land Use/ Existing Land Use Controls

An evaluation and review will be conducted of existing land use mapping, Airport ownership (i.e. fee simple or easement), existing aerial photography, comprehensive plans, zoning controls, and other documentation pertaining to current and future land use in the vicinity of the Airport. Existing land development code and zoning overlay districts will be reviewed to determine locations for potential incompatible land uses. Also, subdivision regulations, building codes, and other documentation pertaining to land use management in the vicinity of the Airport will be reviewed. Attention will be paid to those requirements including height restrictions and building/zoning codes that could affect the future development of the Airport or adjacent parcels of land.

Task 2.6 Environmental Review

The AVCON Team will conduct desktop research of available Geographic Information Systems (GIS) data and literature. This will document existing environmental conditions to assist in the evaluation of Airport development alternatives and identify the agencies that have jurisdiction over the environmental categories listed FAA Order 1050.1F, *Environmental Impacts: Policies and Procedures*, that apply to the Airport. Sections will include the following;

- Air Quality
- Biological Resources
- Coastal Resources
- Compatible Land Use
- Department of Transportation (DOT) Section 4(f)
- Land and Water Conservation Fund (LWCF) Section 6(f) Resources

- Farmlands
- Hazardous Material, Solid Waste and Pollution Prevention
- Historical, Architectural, Archeological, and Cultural Resources
- Natural Resources and Energy Supply
- Noise
- Socioeconomic Impacts, Environmental Justice, and Children's Environmental, Health and Safety Risks
- Light Emissions and Visual Impacts
- Wetlands
- Floodplains
- Wild and Scenic Rivers
- Cumulative Impacts

Meetings and Coordination: Two project meetings will be conducted during the development of the environmental review. The anticipated meetings include:

1. Kick-off Meeting – to discuss project goals, schedule, and collect existing data;
2. Draft Environmental Review Report Meeting – this meeting will be held to discuss comments of the Airport to the AVCON Team.

It is assumed that the Airport will provide all recent and previous environmental and NEPA documents, permit applications, and any other pertinent documentation fifteen (15) days from receipt of the Notice to Proceed (NTP) as part of the Inventory Task.

A review of natural resources including wetlands, streams, biotic communities, protected species, floodplains, coastal resources, farmlands, and land use will be conducted in order to assess potential environmental impacts and to assist in the development of alternatives. The environmental inventory will use existing information such as maps, prior environmental documents, and the internet in order to provide an overview of sensitive environmental resources within and adjacent to the Airport. The FAA environmental checklist will also be used as a guide for identifying potential environmental constraints on Airport development.

Task 3 Aviation Activity Forecasts

The Aviation Activity Forecasts task includes the review, sorting, documentation, and development of future forecasts of based aircraft and operational activity. In addition to forecast development, socioeconomic and other factors/trends, which have historically or that may impact future growth will be discussed in detail. Once accepted by Franklin County, this chapter will be submitted to the FAA ADO and the FDOT for their review and approval. Approval from both agencies of this task is required prior to completion of subsequent tasks of the master plan process.

Task 3.1 Historical and Current Air Traffic Activity

Data on historical and current air traffic activity at the Airport will be assembled and organized. Information concerning the level of activity associated with general aviation operations by local and itinerant categories, training operations including touch and go operations, fuel sales (in gallons), and based aircraft by aircraft type will be sought. Information concerning peak hourly operations, daily, monthly, and annual activity will be based upon historical data as well as information obtained from Airport records, Airport users, the FBO, FDOT, and sources at the FAA. Existing records of general aviation activity at the Airport to be compiled include:

- Annual operations (local and transient)
- Operations by category of aircraft (single engine, multi-engine, rotorcraft, etc.)
- Number of based aircraft by type (single-engine, multi-engine, etc.)
- Existing and Future Critical Aircraft and associated operations
- Peak month, day, and hour operational activity
- Fleet Mix

Task 3.2 Factors and Opportunities Affecting Activity Levels

This task will analyze potential changes in business and economic patterns, or in possible based operators at the Airport to determine any potentially significant factors that could impact the level or type of activity at the Airport.

Task 3.3 General Aviation Forecasts

The Airport Master Plan Update will develop aviation activity forecasts based upon socio-economic projections, past trends, and past federal and state forecasts in addition to existing activity levels. This analysis will result in either the re-validation of a past forecast or the establishment of newer forecasts. Forecasts of general aviation activity will be prepared for the 5-, 10-, 15-, and 20-year planning horizons and will provide individual projections of the following:

- Annual General Aviation Operations (local vs. Itinerant)
- Total Annual Aircraft Operations
- Annual Operational Fleet Mix
- Based Aircraft Totals
- Based Aircraft Fleet Mix

Task 3.4 Aviation Activity Peaking Analysis

A key factor in determining the demand for future facilities relies on an analysis of the Airport's operational peaking characteristics. This relates to those times of the day, month, and/or year where the activity level of aircraft operations or the number of pilots/GA passengers exceeds average values. These peaks are key elements in determining the sizing of airside and landside facilities. The items to be assessed will include:

- Average and peak month for operations and GA pilots/passengers,
- Average-day pilots/passengers and operations,
- Average-day peak month pilots/passengers and operations
- Peak hour operations and pilots/passengers

After Franklin County has reviewed and concurred with the developed forecasts, they will be forwarded to the FAA ADO and FDOT for review and approval. Once the forecasts have been approved, all Airport based aircraft will be entered/submitted/updated in the www.basedaircraft.com website, if not already complete. Once the forecasts have been approved, Task 4 will be initiated.

Task 4 Capacity Assessment/Facility Requirements

This task includes the calculation and capacity determination of the Airport's current runway system. After the Airport's capacity has been established, it is compared to the FAA approved forecasts of activity to identify improvements needed to accommodate anticipated demand throughout the twenty-year planning period. Similarly, the quantity and sizing of facilities and deficits are compared to the approved forecasts to identify improvements that will be necessary to accommodate any expected increases in based aircraft and operational activity. Furthermore, both airside and landside facilities are compared to FAA standards for compliance and non-standard facilities are documented for future discussion and resolution in subsequent chapters.

Task 4.1 Airfield Capacity

The FAA's methodology for assessing airfield capacity and delay, as delineated in FAA AC 150/5060-5, *Airport Capacity and Delay*, will be used to assess airfield capacity. Based on the forecast developed under Task 3, a brief capacity assessment will be performed to determine existing and future airfield capacity related to existing and anticipated changes in operations and fleet mix as defined within the aviation activity forecasts. The result of the capacity assessment will be expressed in terms of hourly and annual service volume of the airfield. Additionally, the hourly capacity at the Airport will be identified for both VFR and IFR conditions. This assessment will evaluate the existing airfield configuration in terms of its adequacy to meet the forecast design group and approach categories as identified within the FAA approved Aviation Activity Forecasts.

Task 4.2 Design Aircraft Identification

Using information generated through the FBO interview, as well as historic data, the existing and future critical aircraft or design aircraft will be determined. The critical aircraft represents either a single aircraft or group of aircraft with similar characteristics that equals or exceeds 500 annual operations. Further, using forecast operations and fleet mix information from Task 3, the future critical aircraft or family of aircraft will be determined. This information will be used to determine existing and future airfield facility requirements and will dictate the sizing and separation of taxiways/taxilanes, runway length and pavement strength criteria.

Task 4.3 Runway Length Analysis

To determine the runway length requirements at the Airport, both takeoff and landing runway length requirements will be established as prescribed in FAA AC 150/5325-4B, *Runway Length Requirements for Airport Design*. In order to determine the runway length necessary to accommodate the critical design aircraft, the following three subtasks will be completed as follows:

- Coordination and Data Collection: Fleet mix and frequency data will be collected from available sources including FAA Operational Activity Databases (i.e. TFMSC, ATADS, etc.).
- Data Analysis: Research conducted into historic, current, and forecast aircraft activity will be used to identify the types of aircraft and associated operational activity that exist or that is expected to exist at the Airport within the next five years. The fleet mix and frequency established earlier will be projected outward utilizing growth rates established from the selected and approved forecast as developed in Task 3. Based upon the results of the analyzed data, a critical aircraft activity forecast will be produced that reflects recent and anticipated short term activity trends.
- Runway Length Analysis: Applying the previous critical aircraft and operational data to the methodology outlined in FAA AC 150/5325-4B will result in recommended takeoff and landing length requirements. This data will be used to support a recommended overall runway length at the Airport.

Task 4.4 Airfield Facility Requirements

Using the results of the airfield capacity and delay analysis, as well as other relevant information and airfield planning criteria, a preliminary listing of airfield facility requirements necessary to meet projected levels of demand for the 5-, 10-, 15-, and 20-year time frames will be determined and prepared. These facility requirements will be based upon FAA airport planning criteria, and the FAA approved Aviation Activity Forecasts for the Airport, as well as the knowledge and expertise of the AVCON Team, and the Airport staff. Airfield facility needs to be assessed include:

- Runways, taxiways/taxilanes, and aprons (length, width, size and/or strength)
- Lighting and marking
- Aircraft parking aprons (size and strength)
- Navigational aids (electronic and visual)
- Security requirements

Airfield facility needs will be identified in terms of linear feet, strength, etc. and will be compared to existing facilities to identify excess or deficient facility capacity or capability. The output of the aviation forecasts will be accounted for in the analysis of airfield facility needs, particularly as it relates to runway length and dimensional layout requirements, taxiway development needs and overall airfield lighting needs. Where appropriate, the airfield facilities will be linked to activity demand thresholds or triggers as a means of determining the point at which demand is sufficient to warrant the improvement.

Task 4.5 General Aviation Facilities

Using the results of previous tasks and accepted planning criteria, the master plan will determine and prepare a preliminary listing of general aviation facility requirements necessary to meet both current and projected levels of demand for the 5-, 10-, 15-, and 20-year planning horizons. General aviation facility requirements to be assessed include:

- Aircraft apron and parking area
- Aircraft storage hangars
 - T-hangars
 - Conventional hangars
- FBO facilities
- Access and vehicle parking areas

Facility requirements will be expressed in terms of gross area, linear measurement, or other basic units, and will be compared to existing facilities to identify excess or deficient capacity by facility on the Airport. This assessment will quantify future development items needed to maintain an adequate level of service, function, and operation at the Airport, and will utilize activity or demand level triggers as a means of identifying when improvements are necessary.

Task 4.6 General Aviation Terminal Facilities

Based on input from the forecasts, general aviation terminal facility spatial requirements at the Airport will be reviewed. The facilities necessary to support existing and forecast general aviation demand (both fleet and passengers) will be identified. This task will provide general estimates for the individual components of the multi-use terminal and will be used to determine an overall size of the terminal requirements and supporting airside and landside areas throughout the planning period based on the FAA/FDOT approved aviation activity forecasts.

Task 4.7 Airport Support Facilities

Using information provided by existing studies, and aviation planning criteria established under preceding tasks, a set of facility requirements addressing the Airport facilities necessary to support the airfield, fixed base operator area, general aviation areas and their related activity will be developed. Requirements for facilities such as aircraft fueling, Airport maintenance, ground access, and vehicle parking will be developed under this task, as needed.

Task 4.8 Land Area and Landside Requirements

During this task, the AVCON Team will consider the highest and best use of Airport property needed to accommodate the future development of the Airport. An overview of adjacent parcels will also be undertaken to identify property that might be required for inclusion into the Airport property envelope, should some aspect of the master plan require additional land area for development or to meet FAA design criteria.

The purpose of this task is to support the Airport's efforts to maximize sustainable development that will generate revenue for Airport activities. As a result, the existing characteristics of the Airport's landside facilities will be reviewed and analyzed, including:

- Land uses
- Development restrictions related to the transfer or disposition of property, current leases, or adjacency to Airport facilities
- General development areas as identified in the previous Airport Master Plan
- Overall site circulation and external connections
- Ownership of adjacent properties
- On-site parking
- Infrastructure capacity

This task will focus on verifying baseline data and identifying any recent landside improvement projects since the previous master plan. The AVCON Team will also assess any new data on the Airport property.

Task 4.9 Sustainability Management Plan

The AVCON Team will develop a Sustainability Management Plan for the Airport in accordance with the FAA's Memorandum, *Airport Sustainable Master Plan Pilot Program* (2010), the *Report on Sustainable Master Plan Program and Lessons Learned* (2012), the Airport Cooperative Research Program's (ACRP) *Guidebook of Practice for Improving Environmental Performance at Small Airports* (2011), and the FDOT's *Airport Sustainability*

Handbook. The AVCON Team will work jointly with the Airport to prepare the Sustainability Management Plan and it will include the following information:

1. The AVCON Team and the Airport will develop a Mission Statement
2. Define the Sustainability Categories for the Airport. Examples include but are not limited to energy reduction, construction methods, waste management and recycling, water quality, and conservation, etc.
3. The AVCON Team and the Airport will determine the Stakeholders participation.
4. Conduct a baseline inventory at the Airport to evaluate the elected Sustainability Categories.
5. Identify sustainable projects, goals, and objectives

The Sustainability Management Plan will require commitment from County and Airport resources (personnel, equipment, supplies, and money) needed to implement the Sustainability Management Plan. Therefore, it is the Airport's responsibility to approve any Sustainability Management Plan recommendations.

Three (3) project meetings will be conducted during the development of the Sustainability Management Plan. The anticipated meetings include:

1. Kick-off Meeting – will be conducted to discuss project goals, schedule, and collect existing data.
2. Baseline Inventory Meeting – will be conducted to discuss the results of the baseline inventory and establish sustainability initiatives for each category
3. Draft Sustainability Management Plan Report Meeting – will be held to discuss comments from the Airport.

The AVCON Team will prepare meeting agendas, attendance sheets, and appropriate support materials such as maps and a draft Sustainability Management Plan, and meeting minutes.

The AVCON Team will submit an electronic draft Sustainability Management Plan to the Airport for review and comment. It is assumed that the Airport will take no longer than thirty (30) days to provide comments. After the Draft Sustainability Management Plan Report Meeting, the AVCON Team will address all comments within ten (10) business days and submit a final Sustainability Management Plan to the Airport in both electronic and hard copies.

Task 4.10 Airport Recycling, Reuse, and Waste Reduction Plan

The AVCON Team will work in cooperation with the County and the Airport to develop an Airport Recycling, Reuse, and Waste Reduction (ARRWR) Plan in accordance with FAA's Guidance on *Airport Recycling, Reuse, and Waste Reduction Plans* (2014) and Section 133 of the FAA Modernization and Reform Act of 2012 (FMRA). The ARRWR Plan will include the following information:

1. Facility Description and Background
2. Preliminary Waste Audit
3. Review and Recycling Feasibility
4. Operation and Maintenance Requirements
5. Review of Waste Management Contracts
6. Potential Cost Savings
7. Plan to Minimize Solid Waste Generation

A preliminary waste audit will be conducted at the Airport to evaluate the type and quantity of waste generated by the Airport on facilities operated by the County and the Airport. The AVCON Team will regularly coordinate with the Airport to receive information for the ARRWR Plan and discuss options for waste reduction.

The Sustainability Master Plan will be developed concurrently with the ARRWR. Therefore, project meetings for both the Sustainability Management Plan and the ARRWR will be conducted at the same time as a cost saving measure for the development of both plans. However, the ARRWR Plan must be reviewed and approved by the FAA. The AVCON Team will schedule one (1) meeting with the FAA to discuss the draft ARRWR Plan to ensure its compliance with FAA requirements. The AVCON Team will prepare meeting minutes of the FAA meeting.

The AVCON Team will submit an electronic version of the draft ARRWR Plan to the Airport for review and comment. After the Draft ARRWR Plan and Sustainability Management Plan Draft Meeting, the AVCON Team will address all comments to the ARRWR Plan within fifteen (15) business days after the meeting with the Airport. Once all comments have been addressed, the final ARRWR Plan will be submitted to the Airport in both electronic and hard copy formats. After the final ARRWR Plan has been approved by the Airport, the final ARRWR Plan will be submitted to the FAA in hard copy format.

The AVCON Team will prepare meeting agendas, attendance sheets, meeting minutes where appropriate, and appropriate support materials such as maps and a draft and final ARRWR Plan.

Task 5 Airport Alternatives Analysis

This task includes the development of graphical alternatives, which depict methods to either resolve deficiencies or to construct new facilities necessary to accommodate future expectations of demand. The alternatives include potential improvements to airside, landside, FBO terminal, and associated support facilities and will also include a review of land utilization and overall compatibility. These alternatives will be presented to the Board of County Commissioners and Airport staff for their input to identify a "selected or preferred" alternative development.

Task 5.1 Identify Potential Airport Land Use

As part of the alternatives analysis, the AVCON Team will evaluate the highest and best use of existing Airport property. Further, an overview of adjacent parcels will be reviewed to identify property that might be required as a result of potential future development, FAA requirements and/or compatible land use. On-Airport property will further be segregated into aviation or non-aviation land uses to provide a base for airside and landside development options. Possible changes to local ordinances, where potentially required, will be considered as a result of the land use and subsequent airfield alternative analyses.

Task 5.2 Identify Potential Airfield Alternatives

On the basis of the Airport Facility Requirements established in preceding tasks, a maximum of three (3) preliminary airfield development alternatives will be developed for this master plan update. These alternatives may include such items as runway improvements (e.g. extension), taxiway improvements, as well as actions to address possible design related deficiencies on the Airport. The preliminary development concepts will show necessary runway and taxiway development during the 20-year planning period as well as required changes to infrastructure to accommodate each airfield option evaluated. This task will be conducted simultaneously with the following tasks and will result in a series of overall concepts for the current Airport site and adjacent properties. Airfield alternatives will be analyzed based on their ability to satisfy the identified facility requirements, environmental considerations, engineering factors, cost, phasing, political viability, and ease of implementation.

Task 5.3 Identify General Aviation Alternative Development

Based on general aviation facility requirements, a maximum of three (3) preliminary general aviation area development options will be developed within existing Airport boundaries. The general aviation alternatives analysis will show development necessary to accommodate the demand expected over the 20-year planning period. This sub-task will be conducted simultaneously with other sub-tasks in this task and will result in a series of overall concepts. General aviation alternatives will be evaluated on the basis of their efficiency in meeting identified facility requirements, engineering factors, ease of implementation, costs, phasing, airside and landside accessibility, and environmental considerations leading to the selection of the option or combination of options which best satisfy the identified need.

Task 5.4 Identify Potential Landside Alternatives

Drawing from feedback gathered earlier in the study, the AVCON Team will work with the Airport to confirm guiding themes and principles for development of the landside alternatives including non-aviation development concepts for additional on-Airport revenue generation aligned with local and statewide zoning statutes and FAA compatible land use requirements. Principles may include, but not be limited to: sustainability, revenue generation, sense of place, job creation, market viability, and overall physical character. Based upon the established themes, the Team will develop up to three (3) landside scenarios.

Task 5.5 Terminal Area Alternatives

Based on the forecast of demand and the GA passenger terminal area facility requirements developed in previous tasks, two (2) facility alternatives addressing the identified facility needs, if any, will be developed and graphically depicted, if required. This sub-task will be conducted simultaneously with other sub-tasks in this task and will result in a series of overall development options. Factors such as short and long-term access to the site; ability to provide the necessary infrastructure; existing and future airfield facilities; environmental impacts; and overall cost considerations will influence the selection of alternative locations and configurations of the proposed facility.

Task 5.6 Identify Potential Airport Support Facilities

Based on the ultimate airfield configuration and other changes proposed in the master plan, there may be a need to reconsider the placement of some support facilities at the Airport. This may include such facilities as the fuel farm, maintenance facilities, etc. This analysis will identify the key Airport support facilities at the Airport and define alternatives to address these and other issues that may arise in the planning process. Airport support facility alternatives will be evaluated on the basis of their efficiency in meeting identified facility requirements, engineering factors, impact on other Airport development options, ease of implementation, costs, phasing, airside and landside accessibility and environmental considerations leading to the selection of the options best satisfying the identified need. The graphical depictions of support facility alternative(s) may be included in the development of the airfield, landside, and terminal alternative scenarios.

Task 5.7 Development of Airport Development Composite Alternatives

With Airport staff, the AVCON Team will develop up to three Airport Development Composites from the alternatives that have been developed in Tasks 5.1 through Task 5.6. These Airport Development Composite Alternatives will feature selected alternatives and marry them with other alternatives from other areas to address the needs of the Airport as defined in Task 4.

Task 5.8 Determine Preliminary Impacts and Development Costs

Using labor and materials price data from recent construction projects preliminary order of magnitude cost estimates associated with the Airport Development Composite Alternatives will be prepared for comparison purposes only. Cost estimates at this point would be limited to 2018 dollars and to only those analyses required to effectively evaluate potential development scenarios.

Task 5.9 Selection of Preferred Alternative

With the Airport staff, the AVCON Team will develop a set of evaluation criteria to be used in selecting a preferred Airport Development Composite Alternative. Evaluation criteria could include ability to meet the Facility Requirements of Task 4, costs, environmental considerations, accessibility, and others. The evaluation criteria will be applied to each of the Airport Development Composite Alternatives and a preferred alternative will be selected.

Task 6 Alternatives Refinement

This task includes the refinement and consolidation of the previously identified preferred Airport Development Composite Alternative for approaches, airfield, landside, terminal, and support facility development. This effort also includes a more in-depth discussion of environmental impacts, regulatory requirements including land use and zoning, and potential mitigation measures. In addition, a detailed list of capital improvement projects will be documented in this task. The refined alternative will ultimately be utilized as the foundation for development of the Airport Layout Plans drawing set.

Task 6.1 Refined Alternative Analysis

Based on input from Franklin County, refinements to the analysis of alternatives will be made to address any issues raised or direction received during the review process. This task may result in the revision of options or the combination of individual alternatives into a new Airport Development Composite Alternative for implementation. This task will identify the rationale for the refinement of the preferred alternatives, and each refinement will be discussed and reviewed using similar criteria to that used to evaluate the initial set of alternatives. Once the refined alternative has been approved by Franklin County, it cannot be revised without additional scope and fee.

Task 6.2 Environmental Action Plan

In accordance with FAA Order 1050.1, each development area within the refined alternatives will be reviewed with regard to the following information:

- Potential environmental impacts to natural resources
- Environmental documentation required based on FAA Order 1050.1: determination as to whether or not a project will likely require a categorical exclusion, an

environmental assessment, or an environmental impact statement level of documentation

- Anticipated state and federal regulatory requirements
- Potential mitigation measures or options for associated environmental impacts for the proposed project

Task 6.3 Identify Capital Improvements

Based upon the findings identified in Task 6.1, a list of capital improvements including environmental, design, land acquisition, mitigation, support facilities, etc. will be identified. This will allow the AVCON Team and Franklin County to obtain a "snapshot" of all proposed projects in conjunction with anticipated order of magnitude costs in 2018 dollars.

Task 7 Airport Layout Plan Drawing Set

An approved Airport Layout Plan serves as the blueprint for future Airport development and is legally required for the Airport to receive financial assistance under the terms of the Airport and Airway Improvement Act of 1982 (AIP), as amended. The current Airport Layout Plan (ALP) drawing set will be updated using the recommended development options of the refined alternatives task and the standards outlined in FAA AC 150/5300-13A, *Airport Design*. Development of ultimate airfield facilities will be based on short, intermediate, and long-term requirements, which incorporate both airside and landside improvements. To provide an accurate base for the development of the ALP, available rectified aerial photography and digital mapping information will be used, where available. All components of the Airport Layout Plan set described herein will be developed in accordance with the provisions of AC 150/5070-6B, *Airport Master Plans*, and the FAA ARP Standard Operating Procedure 2.00, *Review and Approval of Airport Layout Plans (ALPs)*.

An Exhibit "A" Airport Property Inventory Map will be developed as Part of the ALP set. It will be developed in accordance with the provisions of AC 150/5070-6B, *Airport Master Plans*, and FAA ARP Standard Operating Procedure 3.00, *Review of Exhibit "A" Airport Property Inventory Maps*.

Task 7.1 Development of Draft Airport Layout Plan Drawing Set and Property Map

Drawings to be included in the Airport Layout Plan drawing set and Property Map are as follows:

1. Title Sheet
2. Airport Data Sheet
3. Airport Layout Plan
4. Terminal Area Plan

5. Airport Airspace Drawing
6. Inner Portion of the Approach Surface to Runway 14 Drawing
7. Inner Portion of the Approach Surface to Runway 32 Drawing
8. Inner Portion of the Approach Surface to Runway 6 Drawing
9. Inner Portion of the Approach Surface to Runway 24 Drawing
10. Inner Portion of the Approach Surface to Runway 8 Drawing
11. Inner Portion of the Approach Surface to Runway 36 Drawing
12. Runway Departure Surfaces Drawing
13. Land Use Plan
14. Exhibit "A" Airport Property Inventory Map

A detailed description of each sheet follows.

Title Sheet - The title sheet will be updated, and information concerning the Airport including project number, the Airport Sponsor's name, approval blocks, revision blocks, location maps, and other pertinent information will be included on this sheet.

Airport Data Sheet – The Airport Data Sheet contains data specific to the Airport Layout Plan. This data includes the wind roses for the Airport runways, runway data, safety separation distances, declared distance charts, elevations of specific Airport, runway and taxiway points, etc. Existing and proposed modifications to FAA design standards will be identified and delineated in table format along with either the waiver allowing the modification or the proposed method of addressing the modification. A table listing any modifications (existing and proposed) along with their proposed disposition will be incorporated onto the ALP and in the narrative chapter.

Airport Layout Plan (ALP) - The ALP will be updated to reflect development that has occurred on the Airport since the last ALP update, as well as the recommended development of future needs as identified in this study. Information on this portion of the ALP set will include, but not be limited to the physical layout of the Airport and of the physical facilities developed thereon. Also to be incorporated on the ALP sheet will be the building and facilities data, runway protection zones, taxiway systems, navigational aid critical areas, building elevations, topography, roads, and parking areas, wind rose/wind coverage, and the Airport boundary. Object, building, and any other obstruction heights will be taken from existing sources of information.

Terminal Area Plan - The terminal area plan for the Airport will be updated to reflect the existing terminal area and any recommended development of future terminal area needs as identified in this study.

Airport Airspace Drawing - The Airport Airspace Drawing will depict all obstacle clearance surfaces associated with the ultimate Airport configuration, and approaches will be generated and superimposed on mapping. Fifty (50) foot contour intervals will be shown for all sloping imaginary surfaces. This sheet will depict objects that violate the obstacle clearance surfaces that have not been identified on the ALP or the inner approach sheets. The top elevation of each known obstruction will be identified as will the disposition of the obstruction. The dimensions of the approach surfaces and transitional surfaces will be charted. The Airport Airspace Drawing will depict the full length of all approach surfaces. All known obstructions to navigable airspace off-Airport will be identified through the use of the current FAA Digital Obstacle File.

Inner Portion of the Approach Surface Drawings - An Inner Portion of the Approach Surface Drawing will be prepared for each runway end (six runway ends) depicting the area out to where the approach surface reaches a 100-foot height above the runway end. The drawings will depict the Airport property, location of roadways, structures, natural ground elevations, and other man-made or natural features within the limits of inner portion of the approach surface. The drawings will also detail known objects that penetrate approach surfaces or violate obstacle clearance criteria. Obstructions will be listed numerically in an obstruction table for each approach with data describing the obstruction type, top elevation, allowable elevation, amount of penetration, and proposed dispositions. Additionally, the drawings will depict the configuration of required safety areas off each runway end. Plan views will be superimposed on aerial photos or a detailed line drawing.

Known obstructions to navigable airspace off-Airport will be identified through the use of digital mapping through the Airport Geographic Information System (AGIS) survey performed for this study.

Is anticipated that an Obstacle Action Plan (OAP) will be needed for at least three runway ends as existing obstacles are anticipated to penetrate the approach and/or departure surfaces. Additionally, any penetrations to the Threshold Siting Surfaces (TSS) will need to be mitigated by removing, relocating, and/or removing, relocating and/or lowering the obstacle. Should penetrations be found to the Approach and/or departure surfaces for the remaining three runways, an OAP will also be developed for these. No penetrations to the TSS or 20:1 TERPS will be accepted as part of the airspace sheets included within the ALP set.

Runway Departure Surface Drawings – The Runway Departure Surface drawing will be developed to show the departure surface for each runway end that is designated for instrument departure; this includes all six runway ends at the Airport. This drawing will show the applicable departure surface as defined in Paragraph 303 of AC 150/5300-13A, *Airport*

Design. The base for the drawings will be a current digital aerial. The drawings will include both plan and profile views and obstruction data tables.

Land Use Plan – A land use plan for the area within the boundaries of and immediately adjacent to the Airport will be updated, based on the findings of the land use analysis and property data. Included in the drawing will be the identification of existing and future aviation related, non-aviation related, environmental and conservation, industrial, commercial, or other uses as required. Information developed as part of earlier tasks will be incorporated into this drawing. This sheet will help to guide the long-term development of the Airport. The Land Use Plan will be prepared in coordination with the current County land use, zoning and transportation planning ordinances.

Exhibit “A” Airport Property Inventory Map - This drawing will be prepared in accordance with FAA ARP Standard Operating Procedure No. 3.00, *FAA Review of Exhibit “A” Airport Property Inventory Maps*, and will depict the existing Airport property boundary, as well as future acquisition areas proposed as part of this Master Plan Update. The previously approved Airport Property Inventory Map will be used as the starting point for this effort. This sheet will be updated to include information for any new parcels that have been acquired since the approval of the previous Airport Property Map update. Data gathered and shown on the previously approved Airport Property Inventory Map is assumed to be accurate and will therefore not be audited or rectified as a part of this effort. A new airport property boundary shall be provided to update the airport boundary.

The AVCON Team will provide title search reports for the Apalachicola Regional Airport. Current property appraiser records show a total of three parcels owned by Franklin County that would be searched individually, as well as a few that appear to have been sold by the County since the last Exhibit “A” was updated. (10 title searches total). A thorough search of public records to recover all recorded easements will not be performed as part of this task. Airport records will be relied upon for such information

Task 7.2 Final Airport Layout Plan Drawing Set and Property Map

The AVCON Team will revise the ALP drawing set to reflect final review comments received from the FAA and FDOT, as appropriate. After obtaining final comments and approval from FDOT and FAA, the AVCON Team will work with the appropriate departments within Franklin County to adopt the final report and drawing set into the Franklin County Comprehensive Plan as appropriate.

Task 7.3 Non-AGIS Electronic ALP Deliverables

At the conclusion of Task 7, one (1) electronic copy of the ALPU drawing set will be delivered to the FAA Orlando District Office (ADO) on a USB flash drive in the following formats:

- Acrobat files (.pdf)
- CADD files (.dwg)
- GIS Shapefiles (.shp)

Task 8 Facilities Implementation Plan

This task includes the phasing, quantities, refined costs, and funding options for each project necessary to achieve development as illustrated in the Airport Layout Plans drawing set.

Task 8.1 Refine Airport Development Cost Estimates

Based upon the selected development concepts, cost estimates will be created for each of the Airport development projects. Cost estimates will be based on a variety of sources, including actual project estimates, published engineering indices, government agencies, and similar airport construction projects in the area. In addition to the actual construction costs, financial consideration must be given to the engineering and design work, plus minor construction items and contingencies, which have not been specifically enumerated. For planning purposes, the base construction cost will be increased to reflect the anticipated engineering, testing, survey, and inspection costs, as well as for unknown contingencies.

Task 8.2 Refine Airport Development Phasing Schedule

An initial development schedule will be prepared based upon the demand requirements. A priority system will be developed and adopted for use in this study considering the urgency of need, ease of implementation, logic of sequence, and economic viability. The objective is to establish an efficient order for project development and implementation. Recommended Airport development over the 20-year planning period will be classified in three general development phases. These phases represent the short-, intermediate-, and long-term planning periods.

Particular focus will be given to detailing estimated costs for development projects, which fall within the short and intermediate planning periods. Development costs will be shown on a year-to year basis for the first ten (10) years and prepared at a level of detail consistent with both FAA and FDOT master plan guidance. Projects delineated for the long-term planning period, those projected to occur within the 10- to 20-year period, however, will be grouped together collectively. These projects will be listed in tabular format and include an associated cost estimate and funding breakdown. However, they will not include a year by year phasing breakdown. Development phasing will provide a general understanding of the financial requirements needed throughout the 20-year planning period. By linking development projects to future demand levels, an added degree of implementation flexibility can be achieved.

Task 8.3 Identify Potential Sources of Funding

As part of the Capital Improvement Program (CIP) process, a detailed funding plan for the

recommended capital improvements identified in the Master Plan Update will be prepared with an emphasis on the short-term (five years) planning period. Proposed projects will be evaluated to determine eligibility for funding by Federal Aviation Administration Airport Improvement Program, Florida Department of Transportation Work Program, and other alternative funding sources including third party funding, bonds, loans, etc. The local funding requirement will be estimated and potential opportunities for satisfying the local share requirement will be identified.

Task 8.4 Capital Improvement Program

The Capital Improvement Program is the key element of the facility implementation plan. The projects shown on the Airport Layout Plan (ALP) must be broken down into specific projects. These projects will be incorporated into the Airport's CIP. These CIP projects must be integrated into the Airport's overall program of facility improvement projects, repair projects, and maintenance projects. All of the Airport's projects must be coordinated with regard to schedule, scope, and sources and uses of funds in order to produce a realistic CIP. The Airport's CIP must contain all projects including those that may not be reflected in the JACIP planning software.

It is also important that the CIP document informs all readers that while certain projects or portions of projects may be eligible for FAA and state funding, this is not a guarantee of funding. Many projects may not receive funding due to limited available funds and Federal and state funding priorities.

This task will also include a full review of the Airport's projects currently in the JACIP. The JACIP will be fully updated and revised to reflect the current pertinent projects within the CIP.

The 5010-1, Airport Master Record will be updated, if necessary, as part of this task.

Task 9 Public Involvement/ Meetings

The following approach facilitates a process of maximum public input with minimum public conflict. The public involvement components will provide an opportunity for input from a variety of sources and to provide participants with valuable insight into the master planning process.

Task 9.1 County Commission Briefings

A maximum of four (4) County Commission briefings will be given by representative Team members during the course of the project. These briefings are seen as key opportunities to allow for the interaction between the County Commission and the AVCON Team at key milestones in the project, such as before the submittal of Forecasts of Aviation Activity to the FAA and FDOT, after the development of Facility Requirements, After the development of Airport Development Composite Alternatives, or after the development of the CIP.

Task 9.3 Coordination Meetings

To respond to issues that will arise over the course of the planning study, as well as to brief Airport representatives and representatives of the FAA and/or the FDOT, three (3) project coordination meetings (outside of other meetings, sessions, or briefings) have been budgeted. Coordination meetings are seen as key opportunities to allow for the discussion between the County and the AVCON Team at one of several key milestones in the project.

Typically, the coordination meeting can be conducted during such milestones as the preparation of the aviation activity forecasts, the alternatives analysis/refined alternatives process, and during the preparation of the capital improvement program and potential funding plan. However, these coordination meetings can be changed at any time or during any portion of the project.

Task 10 Master Plan Documentation and Deliverables

Project documentation/deliverables will consist of both the Master Plan Narrative Report and Airport Layout Plan (ALP) drawing set. As part of this project, four working papers, submitted both electronically and in hard copy, will make up the draft Master Plan Narrative Report and will be provided at key points in the master plan process. Both the Master Plan Narrative Report and ALP drawing set will be produced in a draft and final report format. Planned submittals associated with this project are shown as follows:

Task 10.1 Working Paper 1

The first working paper will discuss the issues and information obtained during the inventory phase of the project, the environmental considerations, and the findings of the analyses conducted for the aviation activity forecast task. This working paper will present, in narrative and graphic format, information relating to Airport facilities, the access system serving the Airport, environmental features affecting the current Airport property and tracts immediately adjacent to the Airport, airspace and obstruction considerations, and data related to land use compatibility. Also, the draft working paper will address the historic and current activity levels, factors impacting the Airport, and the findings of the analytical portions of the forecast process. As noted in Task 3, *Aviation Activity Forecasts*, forecasts must be submitted to FAA and FDOT for review and approval. This task includes the preparation of a PowerPoint presentation and graphical board exhibits (as required).

Task 10.2 Working Paper 2

Working Paper 2 will document the information and evaluations of the capacity assessment process and the facility requirements. This working paper will present, in narrative and graphic format, information regarding existing Airport capacity, runway length needs, and required facilities necessary to meet future levels of activity. This task includes the preparation of a PowerPoint presentation and graphical board exhibits (as required).

Task 10.3 Working Paper 3

The third draft working paper will document the analyses and findings of the preliminary alternatives analysis. This working paper will focus on the alternatives developed to address the development options associated with the airfield, general aviation terminal area, and all other Airport facilities and uses as well as considering the interrelationships between Airport uses and the impacts that development of individual facilities have on the other facilities and alternatives for other Airport uses. As such, this working paper will present, in narrative and graphic format, a chapter that compares the various development alternatives explored for the Airport. This task includes the preparation of a PowerPoint presentation and graphical board exhibits (as required).

Task 10.4 Working Paper 4

The fourth draft working paper will document the analyses and findings of the refined alternatives analysis, Airport Layout Plan, and the Implementation Plan. This working paper will present, in narrative and graphic format, refinements to the Airport Alternatives chapter, information regarding the Airport Layout Plan drawings, and the results of the Capital Improvement Program analyses conducted as part of the previous tasks. This task includes the preparation of a PowerPoint presentation and graphical board exhibits (as required).

Task 10.5 Project Deliverables

Master Plan Working Papers

A maximum of six copies of each draft working paper will be prepared with supporting graphic exhibits and tables for distribution to the appropriate representatives for their review. An electronic copy will also be submitted either through email to the Airport Manager or through a share file. Each draft working paper will be prepared in black and white text with some color supporting graphics. As part of the Working Paper 4 submittal, two (2) full size sets of the draft ALP in addition to the 11 x 17" ALP sheets included in the narrative report will be submitted to the Airport for initial review. Comments received will be incorporated before submitting the final draft submittal to FAA and FDOT for their initial review. This task includes the effort to print and copy reports as well as assemble and distribute each working paper deliverable. Working papers will be distributed to allow a minimum of seven (7) days or additional time as agreed by the AVCON Team and the County for review.

Initial Agency Draft Report Submittal

Review comments received during the study process will be incorporated as appropriate into the draft working papers, which will be combined to create the Apalachicola Regional Airport Master Plan Update Narrative Report.

Six (4) final draft copies of the complete Master Plan Narrative Report will be prepared and provided as follows: one (1) to FAA; one (1) to FDOT, and four (4) to the County for final

review. Three (3) sets of the Airport Layout Planning Set will be prepared and submitted as follows: one (1) to FAA, one (1) to the FDOT, and one (1) to the County for initial review

FAA Circulation Submittal

After receiving and addressing initial FDOT comments and FAA ADO comments, five (5) full size ALP sets and associated FAA ARP SOP 2.00 and FAA ARP SOP 3.00 Checklists will be submitted to the FAA Orlando Airports District Office for circulation and review.

Final Submittal

After receiving and addressing final FAA and FDOT comments, eight (8) copies of the final ALP drawing set will be sent to FAA Orlando Airports District Office for final approval/signature for distribution to FAA Regional Offices, FDOT Offices, the County, and the AVCON Team. The AVCON Team will submit ten hard copies of the narrative report to the County, one (1) hard copy to FDOT, and two (2) hard copies to the FAA ADO. Digital copies of the master plan report and ALP sent will be delivered on USB flash drives to the FAA, FDOT, and to the County. All documents on each USB flash drive will be in PDF format and the ALP drawings will be in both PDF and DWG format.

Task 8.5 Non-AGIS Electronic ALP Deliverables

At the conclusion of Task 6, one (1) electronic copy of the ALPU drawing set will be delivered to the FAA Orlando District Office (ADO) on a USB flash drive in the following formats:

- Acrobat files (.pdf)
- CADD files (.dwg)
- GIS Shapefiles (.shp)

END OF SCOPE OF WORK







Portia Sapp
Florida Department of Agriculture and
Consumer Services
Division of Aquaculture
600 South Calhoun Street
Suite 217
Tallahassee, Florida 32399

Transmittal of Aquaculture Lease Application Review

Transmitted to the following:

Fish and Wildlife Conservation Commission

Division of Marine Fisheries Management
Jessica McCawley, Director

Department of Environmental Protection

Florida Coastal Office
Kevin Claridge, Director

Department of State

Army Corps of Engineers

Theresa Hudson (Theresa.B.Hudson@usace.army.mil)
Dale Beter (Dale.E.Beter@usace.army.mil)

National Marine Fisheries Service

Joe Heublein (Joe.Heublein@noaa.gov)

Board of County Commissioners

Franklin County Board of County Commissioners

Activity: Aquaculture Submerged Lands Leases

Date: March 20, 2019

Rule 18-21.021, Florida Administrative Code, provides the review procedures for aquaculture lease applications. Accordingly, the Division of Aquaculture seeks comments relevant to the application review and final recommendations. Please review the attached information and provide comments and information that will enhance our review. **Please complete your review and provide comments by April 19, 2019.**

Aquaculture Water Column Leases in Franklin County

REQUEST: Approval to issue four, 1-acre, ten-year sovereignty submerged land aquaculture leases to authorize use of the full water column.

VOTING REQUIREMENT FOR APPROVAL: Three votes

LOCATION: St. George Sound, Apalachicola National Estuarine Research Reserve, Franklin County, Florida

APPLICANTS: **Jimmy Wayne Lashley Jr.**
 Frederick Register
 Jeffrey Wren

CONSIDERATION: An annual fee of \$43.46 for each 1-acre lease parcel, representing a base annual rental fee of \$33.46 per acre or fraction thereof; and an annual surcharge of \$10.00 per acre or fraction thereof, pursuant to rule 18-21.022, F.A.C. The annual fee and surcharge collected will be deposited in the General Inspection Trust Fund, pursuant to sections 597.010(5)(b) and (7), F.S.

STAFF REMARKS:

The requested lease parcels are approximately 1 acre in size and are located in the St. George Sound in Franklin County. The applicants are requesting authorization from the Board of Trustees, pursuant to section 253.68(1), F.S., for new aquaculture leases for the purpose of culturing oysters in floating gear using the full water column.

The applicants will be required to apply for an Aquaculture Certificate of Registration and comply with all Department of Agriculture and Consumer Services' (FDACS) Aquaculture Best Management Practices. The proposed leases will be subject to the terms and conditions applied to other aquaculture leases issued throughout the state for the same purposes, including the provision that the transfer or sale of the leases will not be approved during the first five years of the lease term. Upon approval, the leases will be surveyed by the applicants.

The proposed leases are located in the Apalachicola National Estuarine Research Reserve. FDACS has reviewed the application for completeness and determined that the proposed leases and associated aquaculture activities will not result in adverse impacts to seagrasses, existing shellfish beds, natural reefs or other sensitive habitats.

Special Conditions

The proposed leases will be subject to the terms and conditions applied to other aquaculture leases issued throughout the state for the same purposes, including the provision that the transfer or sale of the lease will not be approved during the first five years of the lease terms.

The proposed leases are located within Gulf Sturgeon critical habitat. Pursuant to FDACS' Programmatic General Permit (SAJ-99, SAJ-2007-03138) Live Rock and Marine Bivalve Aquaculture in the State of Florida, Special Condition 16; the off-bottom basket methodology is prohibited on new leases within Gulf Sturgeon critical habitat, but the floating basket and suspended basket or longline methodologies are allowed for shellfish aquaculture. The applicant is planning to use the floating basket method for shellfish production, so this activity will be covered under the Programmatic General Permit.

The requirement to obtain a permit from the USCG for Private Aids to Navigation will be a special condition of the lease.

Public Interest

The Florida Aquatic Preserve Act provides that no further sale, lease, or transfer of sovereignty submerged lands shall be approved within an aquatic preserve, unless the sale, lease, or transfer is in the public interest. The Aquatic Preserve Act specifically provides that "aquaculture is in the public interest and aquaculture leases may be authorized in aquatic preserves..." [Section 258.42(1)(b), F.S.] Accordingly, FDACS recommends that the Board of Trustees find that the lease is in the public interest, as set forth in statute.

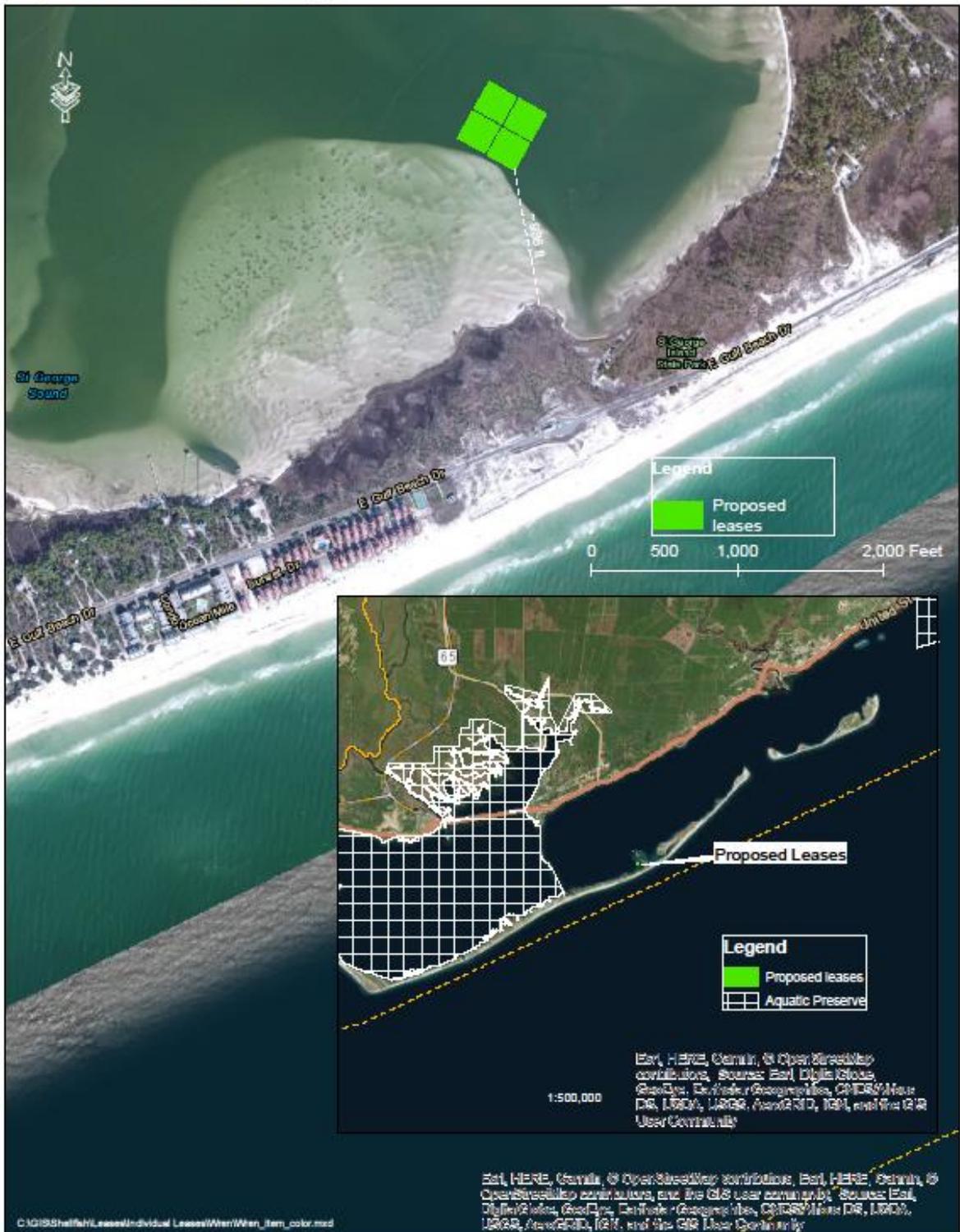
Noticing

The proposed leases will be noticed pursuant to section 253.70, F.S.

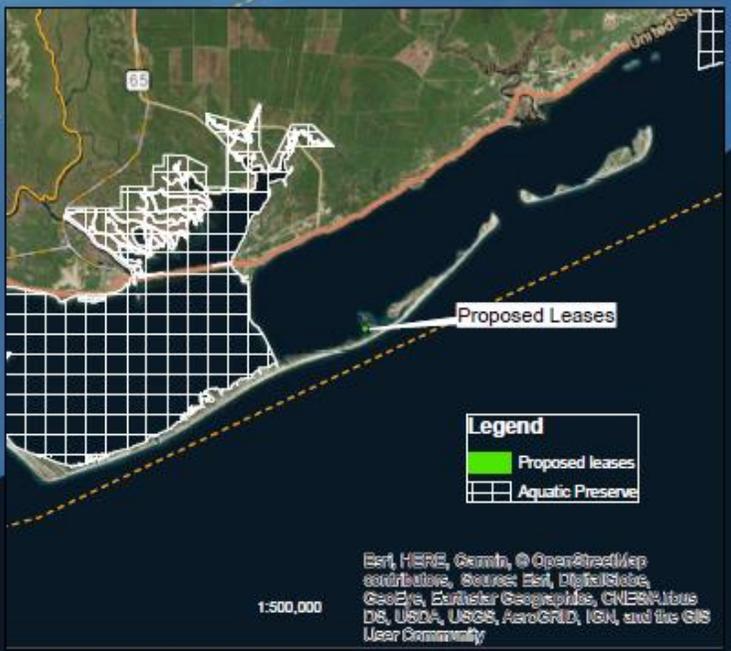
Comprehensive Plan

A consideration of the status of any local government comprehensive plan was not made for this item. FDACS has determined that the proposed action is not subject to the local government planning process.

Proposed Lease Areas in Franklin County



Proposed Lease Areas in Franklin County



**Division of Aquaculture
Aquaculture Parcel Resource Assessment
Franklin County
12/12/18**

Introduction

Jeff Wren has proposed an area to be utilized for water column oyster aquaculture (see Figure 1). Division of Aquaculture staff completed a resource assessment for the proposed aquaculture leases on December 12th, 2018. The potential leaseholders Jeff Wren and Fred Register were present for the assessment, along with Jon Brucker and Katie Davis from the Central Panhandle Aquatic Preserve. After further discussion, Jeff Wren requested that we only look at one of the sites (Rattlesnake Cove) and proposed four, 1-acre plots.

Site Location

The original proposed Rattlesnake Cove site is located within the Approved Shellfish Harvesting Area 1601 (see Figure 2). The site is within St. George Sound and just North of the State Park. The site is located within the Apalachicola National Estuarine Research Reserve.

Wren Lease

Proposed area corners:

NW Corner: 29.691930 / -84.797041

NE Corner: 29.691611 / -84.793890

SW Corner: 29.6907 / -84.79709

SE Corner: 29.690372 / -84.793953

Site Assessment

The proposed site encompasses approximately 10 acres. Corner markers were established using the GPS coordinates provided by the applicant and then the area was decreased from 10 acres to 4 acres, per the applicant's request. The site assessment was conducted during a low, falling tide. Visibility from the surface was poor but staff was able to determine an accurate bottom profile by polling. The site sediment consisted of soft, thick mud throughout the entire plot. Four transects were conducted around the perimeter and two center transects corner to corner. Depths during the assessment ranged from 7 to 9 feet. No seagrass assemblages, oyster reefs or hard bottom were found within the site. A 50-foot boundary around the perimeter was also assessed, which consisted of the same bottom type as the site and no other habitats were present.

Amended Lease Corners:

NW Corner: 29.691315 / -84.796498

NE Corner: 29.690782 / -84.795286

SW Corner: 29.69029 / -84.7972

SE Corner: 29.689763 / -84.795978

Recommendations:

After review of the pertinent information, the Division recommends approval of the amended site. This site was determined to be suitable for the proposed activity from a resource management perspective. Proximity from the shoreline and depth of water outside the proposed site preclude conflicts with navigation or recreational activity. The site meets the requirements of Rule 18-21.020, F.A.C.

Comments:

The Division seeks to preclude impacts to seagrass beds and other sensitive habitats. No seagrasses or sensitive habitats were detected. The area is in a Gulf sturgeon critical habitat, but the potential leaseholder intends to use floating cages, which are authorized by FDACS' Programmatic General permit from the Army Corps of Engineers in Gulf Sturgeon critical habitat. The proposed area is approximately 1,000 feet from the shoreline and at least 100 feet from any nearby seagrass and adjacent oyster bars. Division staff was able to make an accurate assessment of the proposed lease areas as well as adjacent areas.

Figure 1. Location of Proposed sites in Apalachicola Bay.

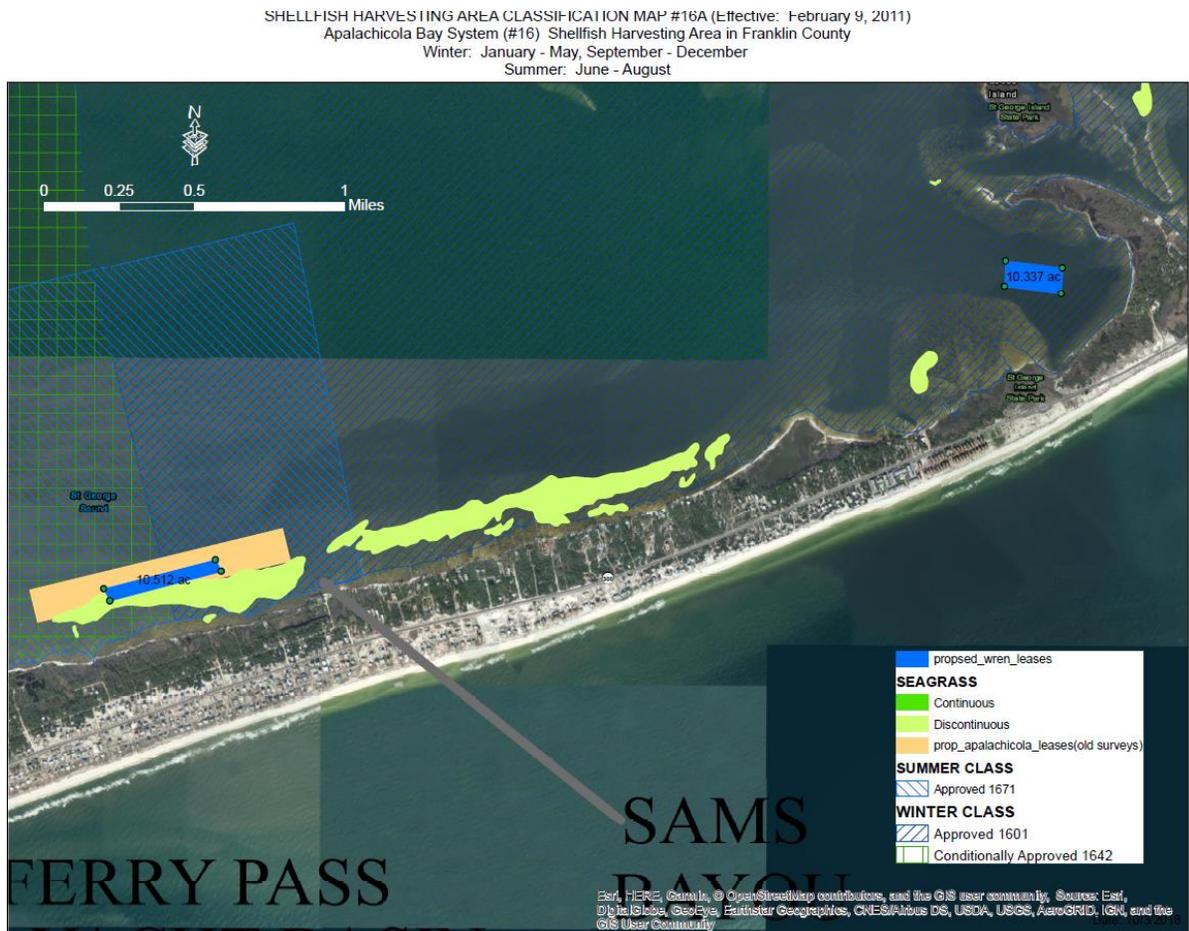


Figure 2. Original proposed 10-acre lease in Rattlesnake Cove.



NW Corner	29.691930°	-84.797041°
NE Corner	29.691611°	-84.793890°
SW Corner	29.690700°	-84.797090°
SE Corner	29.690372°	-84.793953°

Figure 3. Shoreline due East.



Figure 4. Goose Island due North.





ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Aquaculture

DEPT OF AGRICULTURE
AND CONSUMER SERVICES

(F)

MAR 01 2019

APPLICATION FOR A STATE-OWNED SOVEREIGNTY
SUBMERGED LAND AQUACULTURE LEASE

Section 253.89, Florida Statutes - Rule 18-21.021, F.A.C.

Application No. 19-AB-1854 (Official Use Only)

Please Type or Print Legibly

PART I - Applicant Information

Name: Frederick Register

Company Name: _____

Lease Title: Frederick Eugene Register

Aquaculture Certificate of Registration Number: _____

Address: 700 Timberridge CT

City: Eastpoint State: FL Zip: 32328

Telephone Number: 850-370-0382 Fax Number: _____

E-Mail Address: _____

I certify that I am 18 years old or older (please initial): FR

Describe your capability to conduct your proposed aquaculture activities (including training, experience and education that you have obtained or will obtain).

Worked in Seafood For 30 years most of family has worked in Seafood

PART II - Parcel/Site Information

- Bottom Lease (use of up to 6 inches off the bottom)
- Water Column Lease (use of the full water column) Please contact the division to determine if the parcel can be issued for full water column usage.

A. Existing/Approved Parcels

County Franklin

Aquaculture Use Zone Apalachicola Bay 1601

Parcel # A Alternate Parcel # _____

You may enter an alternate parcel in case your first choice is already taken.

Remit payment of application fee of \$200.00 by check or money order to:
Florida Department of Agriculture & Consumer Services
P. O. Box 6700
Tallahassee, FL 32314-6700

Org. Code: 42150300000
EO A2
Object Code: 001237 \$200.00

19-05030119-0002
200.00 03/04/2019
Dep#991336

B. New Site (for newly proposed areas, complete section B)

County Franklin

Water body Apalachicola Bay 1601

Size of Proposed Lease Area 1 acre of 4 acres acres

Shallowest water depth at mean low water 6 feet

Deepest water depth at mean low water 9 feet

Average tidal range in area 1 feet

Shellfish Harvesting Area (SHA) 1601

Do you own the riparian upland property?

Yes No

If "yes" please attach a copy of the warranty deed and complete the following:

Linear feet of waterfront property: _____

Local zoning and specific use: _____

If "no" please describe the location of access to the proposed lease site.

Approx. distance to nearest shoreline 100 ft feet

For areas within 500 feet of a riparian landowner, a list of the names and addresses of each owner of property lying within 500 feet of the proposed area, as shown on the latest county tax assessment roll is required to be included in this application package.

Corner coordinates for proposed area in Decimal Degrees (DD.ddddd):

NE	<u>29.690782</u>	<u>-84.795226</u>
SE	<u>29.689763</u>	<u>-84.795978</u>
NW	<u>29.691315</u>	<u>-84.796498</u>
SW	<u>29.69029</u>	<u>-84.7972</u>

A vicinity map of the proposed area is required to be included in this application package. The vicinity map may be hand drawn or computer generated.

See Attachment 1 for guidance and at a minimum include the following items in the diagram:

- Legend with applicant name, county, water body and date.
- Label the dimensions of the proposed area.
- Include corner GPS coordinates in Decimal Degrees.
- Illustrate any natural resources adjacent to the proposed site.
- Illustrate any boat navigation channels or paths in the immediate vicinity of the area.

Describe the substrate/bottom composition at the proposed site (i.e., sand, silt, mud, etc.).

mud

For newly proposed site, mail completed application to:
 Division of Aquaculture
 Attention: Portia Sapp
 600 South Calhoun Street, Suite 217
 Tallahassee, Florida 32399-1300
 or transmit via email to
 Portia.Sapp@FreshFromFlorida.com

NO APPLICATION FEE IS DUE AT THIS TIME.

For the SHA code, please visit our website at:
<http://www.freshfromflorida.com/Divisions-Offices/Aquaculture/Shellfish-Harvesting-Area-Classification/Shellfish-Harvesting-Area-Maps>
 Proposed shellfish leases must be sited in Approved or Conditionally Approved waters.

Briefly describe your reasons for selecting the proposed site (i.e., substrate type, location, water quality, etc.). The proposed area selected should have minimum environmental, social and use impacts (e.g., seagrasses, natural shellfish resources, navigation, recreation and commercial uses, etc.).

My reason for selecting this site is that it is in a protected area, it's away from navigational and commercial fishing activities, adjacent to public lands and in an Approved SHA.

List any recreational and commercial uses of the proposed area (e.g., fishing, tourism, etc.).

No known users of proposed area

Describe the potential impacts of the proposed use on the ecology of the area (including fish habitat, threatened and endangered species and other natural resources).

The oyster growing infrastructure will create habitat for important commercial and recreational fish and invertebrate species. The oysters will filter the water in the area and improve overall water quality.

Provide a statement explaining why the lease is in the public interest or is not contrary to the public interest.

This lease site will help to continue the Apalachicola legacy of providing quality oysters to the consumer and will help keep Franklin County oysters available while wild harvests are declining. This site will also provide jobs to out of work local fishermen.

For dock applications, describe any aquaculture-related structures proposed (a detailed and dimensioned site plan is required pursuant to subsection 18-21.021(1) (d) (3), Florida Administrative Code).

There will not be any docks at the proposed site.

PART III-Lease Development Plan (complete this section for all applications)

Proposed aquaculture activities are (check only one):

Commercial Experimental

Product(s) to be cultivated:

(Please check all that apply)

- Hard Clam (*Mercenaria spp.*)
 Siny Venus Clam (*Macrocallista nimbosa*)
 Eastern Oyster (*Crassostrea virginica*)
 Live Rock
 Other _____

Describe the aquaculture activities to be conducted including planting and harvesting activities.

1. Installation of Shellfish farming structures as stated in Part IV.
2. Dispersal of Shellfish Seed (spat) in proper structures needed for A.Q.
3. Sorting Shellfish during their growth process + moving them around the lease as near
4. Removal of the shellfish from the water for sale once they reach optimum size for harvesting

Effective cultivation is required to be performed on all aquaculture leases. Minimum effective cultivation is the planting of 100,000 seed clams or 70,000 seed oysters per acre per year. Provide below a detailed business development plan including the amount of product to be planted and harvested each year throughout the term of the lease (Year 1-Year 10).

Year 1	100,000	Seed oysters
Year 2	120,000	Seed oysters
Year 3	140,000	Seed oysters
Year 4	160,000	Seed oysters
Year 5	180,000	Seed oysters
Year 6	200,000	Seed oysters
Year 7	220,000	Seed oysters
Year 8	240,000	Seed oysters
Year 9	260,000	Seed oysters
Year 10	280,000	Seed oysters

Describe the supply source of seed stock or rock products.

There are multiple suppliers in the state that sell certified seed. I will try each one of them until I find a product that is right for me.

Describe the distribution of the product after harvest.

The product will be processed by a certified dealer to ensure it meets all food safety guidelines. It will then be sold as a premium product.

PART IV- Proposed Gear (complete this section for all applications)

Describe the maximum dimension (length x width x height) and characteristics of the gear to be used (material type, wire gauge, brand, etc.).

This lease site is currently approved and marked by FOAs. High quality Ketcham Flow + Grow systems, which consist of 6-bag floating cages will be utilized at the site.

Dimensions are 67.5" in length x 40.5" wide x 18" in height.

These cages consist of 8-gauge, 4.5" square, marine grade wire mesh.

A cross section diagram of the proposed area is required to be included in this application package. See Attachment 2 for guidance and at a minimum include the following items in the diagram:

- Legend with applicant name, county, water body and date.
- Label the dimensions of the proposed area with GPS coordinates in Decimal Degrees.
- Water depth at Mean High Water and Mean Low Water.
- Location and number of proposed gear and support poles.

Images or sketches of proposed structures for aquaculture production are required to be included in this application package. This includes all cages, bags, anchors etc. See Attachment 3 for guidance.

The leaseholder is responsible and liable for equipment and gear placed on the lease. All off bottom gear must be permanently and individually marked with the name of the leaseholder. Additionally all gear must be properly disposed of following use or displacement off the lease. Please provide a description of marking methods for off bottom gear and a gear recovery plan to meet these requirements.

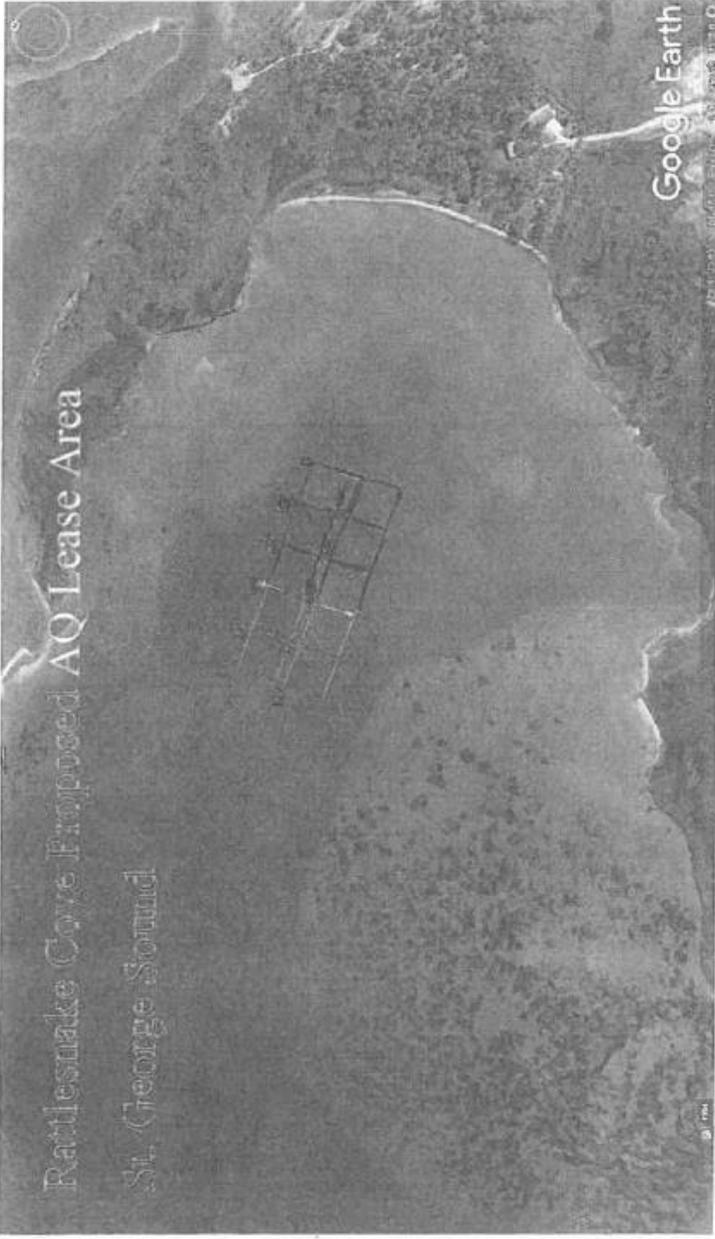
Additional Information

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For questions regarding this form or the application process, please call the
Division of Aquaculture at (850) 617-7600.

Applicant's Signature: _____

Date: 12-7-18



NW Corner	[REDACTED]	29.691315	-84.796498
NE Corner	[REDACTED]	29.690702	-84.795286
SW Corner	[REDACTED]	29.69029	-84.7972
SE Corner	[REDACTED]	29.68976	-84.795978



ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Aquaculture

DEPT OF AGRICULTURE
AND CONSUMER SERVICES

FA

APPLICATION FOR A STATE-OWNED SOVEREIGNTY
SUBMERGED LAND AQUACULTURE LEASE

MAR 01 2019

Section 253.06, Florida Statutes - Rule 18-21.021, F.A.C.

Application No. 19-AR-1855 (Official Use Only)

Please Type or Print Legibly

PART I - Applicant Information

Name: Frederick Register

Company Name: _____

Lease Title: Frederick Eugene Register

Aquaculture Certificate of Registration Number: _____

Address: 700 Timberidge CT

City: Eastpoint State: FL Zip: 32328

Telephone Number: 850-370-0382 Fax Number: _____

E-Mail Address: _____

I certify that I am 18 years old or older (please initial): FR

Describe your capability to conduct your proposed aquaculture activities (including training, experience and education that you have obtained or will obtain).

Worked in Seafood For 30 years most of family has worked in Seafood

PART II - Parcel/Site Information

- Bottom Lease (use of up to 6 inches off the bottom)
- Water Column Lease (use of the full water column) Please contact the division to determine if the parcel can be issued for full water column usage.

A. Existing/Approved Parcels

County: Franklin

Aquaculture Use Zone: Apalachicola Bay 1601

Parcel #: B Alternate Parcel #: _____

You may enter an alternate parcel in case your first choice is already taken.

Remit payment of application fee of \$200.00 by check or money order to:
Florida Department of Agriculture & Consumer Services
P. O. Box 6700
Tallahassee, FL 32314-6700

Org. Code: 42150300000
EO A2
Object Code: 001237 \$200.00

BUREAU OF FINANCE
AND ACCOUNTING
Lease Title: A lease can be issued to persons or to a company or LLC. Please use the full legal name for a lease to be issue in a personal name. If entering a company or LLC name, please provide incorporation or registration documentation as proof that the business entity is registered and that you are authorized to conduct business on behalf of the entity.

B. New Site (for newly proposed areas, complete section B)

County Franklin
Water body Apalachicola Bay 1601
Size of Proposed Lease Area 1 acre of 4 acres acres

Shallowest water depth at mean low water 6 feet

Deepest water depth at mean low water 9 feet

Average tidal range in area 1 feet

Shellfish Harvesting Area (SHA) 1601

Do you own the riparian upland property?

Yes No

If "yes" please attach a copy of the warranty deed and complete the following:
Linear feet of waterfront property: _____

Local zoning and specific use: _____

If "no" please describe the location of access to the proposed lease site.

Approx. distance to nearest shoreline 1000+ feet

For areas within 500 feet of a riparian landowner, a list of the names and addresses of each owner of property lying within 500 feet of the proposed area, as shown on the latest county tax assessment roll is required to be included in this application package.

Corner coordinates for proposed area in Decimal Degrees (DD.ddddd):

NE	<u>29.690782</u>	<u>-84.795286</u>
SE	<u>29.689763</u>	<u>-84.795978</u>
NW	<u>29.691315</u>	<u>-84.796498</u>
SW	<u>29.690299</u>	<u>-84.7972</u>

A vicinity map of the proposed area is required to be included in this application package. The vicinity map may be hand drawn or computer generated.

See Attachment 1 for guidance and at a minimum include the following items in the diagram:

- Legend with applicant name, county, water body and date.
- Label the dimensions of the proposed area.
- Include corner GPS coordinates in Decimal Degrees.
- Illustrate any natural resources adjacent to the proposed site.
- Illustrate any boat navigation channels or paths in the immediate vicinity of the area.

Describe the substrate/bottom composition at the proposed site (i.e., sand, silt, mud, etc.).

Mud

For newly proposed site, mail completed application to:
 Division of Aquaculture
 Attention: Portia Sepp
 600 South Calhoun Street, Suite 217
 Tallahassee, Florida 32399-1300
 or transmit via email to
 Portia.Sepp@FreshFromFlorida.com

NO APPLICATION FEE IS DUE AT THIS TIME.

For the SHA code, please visit our website at:
<http://www.freshfromflorida.com/Divisions-Offices/Aquaculture/Shellfish-Harvesting-Area-Classification/Shellfish-Harvesting-Area-Maps>
 Proposed shellfish leases must be sited in Approved or Conditionally Approved waters.

Briefly describe your reasons for selecting the proposed site (i.e., substrate type, location, water quality, etc.). The proposed area selected should have minimum environmental, social and use impacts (e.g., seagrasses, natural shellfish resources, navigation, recreation and commercial uses, etc.).

My reason for selecting this site is that it is in a protected area, it's away from navigational and commercial fishing activities, adjacent to public lands and in an Approved SHA.

List any recreational and commercial uses of the proposed area (e.g., fishing, tourism, etc.).

No known users of proposed area

Describe the potential impacts of the proposed use on the ecology of the area (including fish habitat, threatened and endangered species and other natural resources).

The oyster growing infrastructure will create habitat for important commercial and recreational fish and invertebrate species. The oysters will filter the water in the area and improve overall water quality.

Provide a statement explaining why the lease is in the public interest or is not contrary to the public interest.

This lease site will help to continue the Apalachicola legacy of providing quality oysters to the consumer and will help keep Franklin County oysters available while wild harvests are declining.

This site will also provide jobs to out of work local fishermen.

For dock applications, describe any aquaculture-related structures proposed (a detailed and dimensioned site plan is required pursuant to subsection 18-21.021(1) (d) (3), Florida Administrative Code).

There will not be any docks at the proposed site.

PART III-Lease Development Plan (complete this section for all applications)

Proposed aquaculture activities are (check only one):

Commercial Experimental

Product(s) to be cultivated:

(Please check all that apply)

- Hard Clam (*Mercenaria* spp.)
 Sunray Venus Clam (*Macrocallista nimbosa*)
 Eastern Oyster (*Crassostrea virginica*)
 Live Rock
 Other _____

Describe the aquaculture activities to be conducted including planting and harvesting activities.

1. Installation of Shellfish farming structures as stated in Part IV.
2. Dispersal of Shellfish Seed (spat) in proper structures needed for A.Q.
3. Sorting shellfish during their growth process + moving them around the lease as near
4. Removal of the shellfish from the water for sale once they reach optimum size for harvesting

Effective cultivation is required to be performed on all aquaculture leases. Minimum effective cultivation is the planting of 100,000 seed clams or 70,000 seed oysters per acre per year. Provide below a detailed business development plan including the amount of product to be planted and harvested each year throughout the term of the lease (Year 1-Year 10).

Year 1	100,000	Seed oysters
Year 2	120,000	Seed oysters
Year 3	140,000	Seed oysters
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Year 5	180,000	Seed oysters
Year 6	200,000	Seed oysters
Year 7	220,000	Seed oysters
Year 8	240,000	Seed oysters
Year 9	260,000	Seed oysters
Year 10	280,000	Seed oysters

Describe the supply source of seed stock or rock products.

There are multiple suppliers in the state that sell certified seed. I will try each one of them until I find a product that is right for me.

Describe the distribution of the product after harvest.

The product will be processed by a certified dealer to ensure it meets all food safety guidelines. It will then be sold as a premium product.

PART IV-Proposed Gear (complete this section for all applications)

Describe the maximum dimension (length x width x height) and characteristics of the gear to be used (material type, wire gauge, brand, etc.).

This lease site is currently approved and marked by FOACS. High quality Ketcham Flow + Grow systems, which consist of 6-bag floating cages will be utilized at the site.

Dimensions are 67.5" in length x 40.5" wide x 18" in height.

These cages consist of 8-gauge, 4.5" square, marine grade wire mesh.

A cross section diagram of the proposed area is required to be included in this application package. See Attachment 2 for guidance and at a minimum include the following items in the diagram:

- Legend with applicant name, county, water body and date.
- Label the dimensions of the proposed area with GPS coordinates in Decimal Degrees.
- Water depth at Mean High Water and Mean Low Water.
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Images or sketches of proposed structures for aquaculture production are required to be included in this application package. This includes all cages, bags, anchors etc. See Attachment 3 for guidance.

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Additional Information

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Division of Aquaculture at (850) 617-7600.

Applicant's Signature: 
Date: 12-13-18



ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Aquaculture

APPLICATION FOR A STATE-OWNED SOVEREIGNTY
SUBMERGED LAND AQUACULTURE LEASE

Section 253.69, Florida Statutes - Rule 18-21.021, F.A.C.

Application No. 19-AB-1856 (Official Use Only)

Please Type or Print Legibly

PART I - Applicant Information

Name: Jimmy Wayne Lashley Sr

Company Name: _____

Lease Title: Jimmy Wayne Lashley SR

Aquaculture Certificate of Registration Number: _____

Address: 440-22nd Ave

City: Apalachicola State: FL Zip: 32320

Telephone Number: 850-653-3761 Fax Number: _____

E-Mail Address: _____

I certify that I am 18 years old or older (please initial): JWL

Describe your capability to conduct your proposed aquaculture activities (including training, experience and education that you have obtained or will obtain).

Oyster and shrimped for 50 years
Owned and operated large and small shrip boats
Completed aquaculture class in 1955-86

PART II - Parcel/Site Information

- Bottom Lease (use of up to 6 inches off the bottom)
- Water Column Lease (use of the full water column) Please contact the division to determine if the parcel can be issued for full water column usage.

A. Existing/Approved Parcels

County Franklin
Aquaculture Use Zone Apalachicola Bay (681)
Parcel # C Alternate Parcel # _____

You may enter an alternate parcel in case your first choice is already taken.

Remit payment of application fee of \$200.00 by check or money order to:
Florida Department of Agriculture & Consumer Services
P. O. Box 6700
Tallahassee, FL 32314-6700

Org. Code: 4216030000
EO A2
Object Code: 001237 \$200.00

19-05030117-0001
200.00 03/04/2019
Dep#991336

DEPT OF AGRICULTURE AND CONSUMER SERVICES

MAR 01 2019

BUREAU OF FINANCE

AND ACCOUNTING
Lease Title: A lease can be issued to persons or to a company or LLC. Please use the full legal name for a lease to be issue in a personal name. If entering a company or LLC name, please provide incorporation or registration documentation as proof that the business entity is registered and that you are authorized to conduct business on behalf of the entity.

FA

B. New Site (for newly proposed areas, complete section B)

County Franklin
Water body Apalachicola Bay 1601
Size of Proposed Lease Area 1 acre of 4 acres acres
Shallowest water depth at mean low water 6 feet
Deepest water depth at mean low water 9 feet
Average tidal range in area 1 feet
Shellfish Harvesting Area (SHA) 1601

Do you own the riparian upland property?

Yes No

If "yes" please attach a copy of the warranty deed and complete the following:
Linear feet of waterfront property: _____

Local zoning and specific use: _____

if "no" please describe the location of access to the proposed lease site.

Approx. distance to nearest shoreline 1000+ feet

For areas within 500 feet of a riparian landowner, a list of the names and addresses of each owner of property lying within 500 feet of the proposed area, as shown on the latest county tax assessment roll is required to be included in this application package.

Corner coordinates for proposed area in Decimal Degrees (DD.ddddd):

NE	<u>29.690782</u>	<u>-84.795226</u>
SE	<u>29.689763</u>	<u>-84.795978</u>
NW	<u>29.691315</u>	<u>-84.796498</u>
SW	<u>29.69029</u>	<u>-84.7972</u>

A vicinity map of the proposed area is required to be included in this application package. The vicinity map may be hand drawn or computer generated.

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- Illustrate any boat navigation channels or paths in the immediate vicinity of the area.

Describe the substrate/bottom composition at the proposed site (i.e., sand, silt, mud, etc.).

Mud

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Division of Aquaculture
Attention: Portia Sapp
600 South Calhoun Street, Suite 217
Tallahassee, Florida 32399-1300
or transmit via email to
Portia_Sapp@FreshFromFlorida.com

NO APPLICATION FEE IS DUE AT THIS TIME.

For the SHA code, please visit our website at:

<http://www.freshfromflorida.com/Divisions-Offices/Aquaculture/Shellfish-Harvesting-Area-Classification/Shellfish-Harvesting-Area-Maps>

Proposed shellfish leases must be sited in Approved or Conditionally Approved waters.

Briefly describe your reasons for selecting the proposed site (i.e., substrate type, location, water quality, etc.). The proposed area selected should have minimum environmental, social and use impacts (e.g., seagrasses, natural shellfish resources, navigation, recreation and commercial uses, etc.).

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List any recreational and commercial uses of the proposed area (e.g., fishing, tourism, etc.).

No known users of proposed area

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For dock applications, describe any aquaculture-related structures proposed (a detailed and dimensioned site plan is required pursuant to subsection 18-21.021(1) (d) (3), Florida Administrative Code).

There will not be any docks at the proposed site.

PART III-Lease Development Plan (complete this section for all applications)

Proposed aquaculture activities are (check only one):

Commercial Experimental

Product(s) to be cultivated:

(Please check all that apply)

- Hard Clam (*Mercenaria* spp.)
 Sanray Venus Clam (*Macrocallista nimbosa*)
 Eastern Oyster (*Crassostrea virginica*)
 Live Rock
 Other _____

Describe the aquaculture activities to be conducted including planting and harvesting activities.

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Year 9	260,000	Seed oysters
Year 10	280,000	Seed oysters

Describe the supply source of seed stock or rock products.

There are multiple suppliers in the state that sell certified seed. I will try each one of them until I find a product that is right for me.

Describe the distribution of the product after harvest.

The product will be processed by a certified dealer to ensure it meets all food safety guidelines. It will then be sold as a premium product.

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This lease site is currently approved and marked by FOACs. High quality Ketcham Flow + Grow systems, which consist of 6-bag floating cages will be utilized at the site.

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Applicant's Signature:

Date: 12-13-19



ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Aquaculture

DEPT OF AGRICULTURE
AND CONSUMER SERVICES

APPLICATION FOR A STATE-OWNED SOVEREIGNTY
SUBMERGED LAND AQUACULTURE LEASE

MAR 01 2019

Section 263.06, Florida Statutes - Rule 18-21.021, F.A.C.

Application No. 19-AB-1857 (Official Use Only)

Please Type or Print Legibly

PART I - Applicant Information

Name: Jeff Wren

Company Name: _____

Lease Title: Jeffrey Todd Wren

Aquaculture Certificate of Registration Number: _____

Address: 2072 Lighthouse Road

City: Carrabelle State: FL Zip: 32322

Telephone Number: 850-545-6927 Fax Number: _____

E-Mail Address: wren690@gmail.com

I certify that I am 18 years old or older (please initial): JW

Describe your capability to conduct your proposed aquaculture activities (including training, experience and education that you have obtained or will obtain). I've worked in marine fisheries, both public and private sector for my entire life. I've been to multiple workshops and meetings. I've actively worked the leases in Alligator Harbor with Carmon Brownell and Oyster Boss.

PART II - Parcel/Site Information

- Bottom Lease (use of up to 6 inches off the bottom)
- Water Column Lease (use of the full water column) Please contact the division to determine if the parcel can be issued for full water column usage.

A. Existing/Approved Parcels

County Franklin

Aquaculture Use Zone Apalachicola Bay 1601

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You may enter an alternate parcel in case your first choice is already taken.

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19-05030118-0001
200.00 03/04/2019
Dep#991336

FF

BUREAU OF FINANCE AND ACCOUNTING
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County Franklin
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- Illustrate any natural resources adjacent to the proposed site.
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Describe the substrate/bottom composition at the proposed site (i.e., sand, silt, mud, etc.).

mud

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Division of Aquaculture
Attention: Portia Sapp
600 South Calhoun Street, Suite 217
Tallahassee, Florida 32399-1300
or transmit via email to
Portia.Sapp@FreshFromFlorida.com

NO APPLICATION FEE IS DUE AT THIS TIME.

For the SHA code, please visit our website at:

<http://www.freshfromflorida.com/Divisions-Offices/Aquaculture/Shellfish-Harvesting-Area-Classification/Shellfish-Harvesting-Area-Maps>

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Briefly describe your reasons for selecting the proposed site (i.e., substrate type, location, water quality, etc.). The proposed area selected should have minimum environmental, social and use impacts (e.g., seagrasses, natural shellfish resources, navigation, recreation and commercial uses, etc.).

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 Other _____

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Describe the distribution of the product after harvest.

The product will be processed by a certified dealer to ensure it meets all food safety guidelines. It will then be sold as a premium product.

PART IV- Proposed Gear (complete this section for all applications)

Describe the maximum dimension (length x width x height) and characteristics of the gear to be used (material type, wire gauge, brand, etc.).

This lease site is currently approved and marked by FOAes. High quality Ketcham Flow + Grow systems, which consist of 6-bag floating cages will be utilized at the site. Dimensions are 67.5" in length x 40.5" wide x 18" in height. These cages consist of 8-gauge, 4.5" square, marine grade wire mesh.

A cross section diagram of the proposed area is required to be included in this application package. See Attachment 2 for guidance and at a minimum include the following items in the diagram:

- Legend with applicant name, county, water body and date.
- Label the dimensions of the proposed area with GPS coordinates in Decimal Degrees.
- Water depth at Mean High Water and Mean Low Water.
- Location and number of proposed gear and support poles.

Images or sketches of proposed structures for aquaculture production are required to be included in this application package. This includes all cages, bags, anchors etc. See Attachment 3 for guidance.

The leaseholder is responsible and liable for equipment and gear placed on the lease. All off bottom gear must be permanently and individually marked with the name of the leaseholder. Additionally all gear must be properly disposed of following use or displacement off the lease. Please provide a description of marking methods for off bottom gear and a gear recovery plan to meet these requirements.

Additional Information

- I understand prior to signing the lease agreement, it is my responsibility to read and comply with all terms and conditions of the lease agreement.
- I understand that upon final approval of a new lease area, I will be responsible to provide two prints of a survey of the parcel pursuant to section 18-21.021(1)(i)&(j), Florida Administrative Code.
- I understand that I will be responsible to install and maintain lease markers pursuant to an approved U.S. Coast Guard Private Aids to Navigation permit.
- For existing parcels, an application fee of \$200.00 is required to be submitted with the lease application.
- For new site nominations, do not include the application fee at this time. However, upon review and approval of an application for a newly proposed area, the division will contact you for the required \$200 application fee.

For questions regarding this form or the application process, please call the
Division of Aquaculture at (850) 617-7600.

Applicant's Signature: _____

Date: 12-13-18



Florida Department of Agriculture and Consumer Services
Division of Aquaculture

**SOVEREIGNTY SUBMERGED LAND AQUACULTURE LEASE
Water Column Lease**

NICOLE "NIKKI" FRIED
COMMISSIONER

Section 253.71, Florida Statutes

This Instrument Prepared by:
Division of Aquaculture
600 South Calhoun Street, Suite 217
Tallahassee, Florida 32399

**BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA**

No. [REDACTED]

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the "Lessor."

WITNESSETH: That for and in consideration of payment of the lease fees hereinafter provided, and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to [REDACTED], hereinafter designated as the "Lessee," the sovereignty submerged lands described as follows:

A parcel ([REDACTED]) of sovereignty, submerged land lying in the [REDACTED] Aquaculture Use Zone, near [REDACTED], in [REDACTED] County, Florida, containing [REDACTED] acres, more or less, of sovereignty, submerged lands described and shown on Attachment A.

TO HAVE THE USE OF the hereinabove described premises for a period of ten years from [REDACTED], the effective date of this lease. The terms and conditions upon and for which this lease is granted are as follows:

1. The Lessee is hereby authorized to undertake aquaculture activities on the lands described above.
2. Lessee shall pay to Lessor an annual fee of \$[REDACTED], representing a base annual rental fee of \$33.46 per acre or fraction thereof and an annual surcharge of \$10.00 per acre or fraction thereof, pursuant to rule 18-21.022, Florida Administrative Code (F.A.C.). The annual fee and surcharge collected will be deposited in the General Inspection Trust Fund, pursuant to sections 597.010(5)(b) and (7), F.S. The first year's base rent and surcharge shall be paid to Lessor within 30 days of the effective date of this lease. Thereafter base rent and surcharge shall be paid annually to Lessor on or before January 1 of each succeeding year of the lease term. Lessee understands that from time to time the lease fee may be increased by the Lessor, and the Lessee agrees to pay the increased lease fee, as adopted by the Board of Trustees.
3. Failure of the lessee to pay rent within 30 days of January 1 shall constitute ground for cancellation of the lease and forfeiture to the state of all works, improvements, and animal and plant life in and upon the leased land and water column.
4. The Lessee shall maintain complete and accurate production documents and shall provide same to Lessor upon request.

5. Failure of the Lessee to perform effective cultivation, or otherwise comply with the terms of this lease, shall constitute cause for termination of the lease and forfeiture to the State of all the works, improvements, and animal and plant life in and upon the leased land and water column. Effective cultivation shall consist of the reasonable and bona fide attempt to grow-out _____ in a density suitable for commercial harvesting, in accordance with the Lessee's business plan submitted to the Department of Agriculture and Consumer Services (hereafter "Department") as part of the lease application and shall be extended throughout the entire ___-year term of this lease.

6. This lease may be terminated upon the Lessee's written request.

7. The Lessee, in accepting this lease, does hereby agree that no claim to title or interest to said lands hereinbefore described shall be made by reason of the occupancy or use thereof and that all title or interest to said land hereinbefore described is vested in the Lessor.

8. The Board of Trustees will not approve lease transfers or assignments during the first five years of the lease term. However, after five years from the effective date, Lessee, upon written consent from the Lessor, may sublease, assign or otherwise transfer the lease granted to the Lessee.

9. The Lessee shall neither permit the sovereign lands described in this lease nor any part thereof to be used or occupied for any purpose or business other than herein specified; nor shall the Lessee knowingly permit or suffer nuisances or illegal operations of any kind on the sovereign lands described in this lease.

10. The Lessee agrees to maintain the sovereign lands described in this lease in good condition in the interest of public health, safety and welfare. The Lessee agrees that the sovereign lands described in this lease are subject to inspection by the Lessor or its designated agent at any reasonable time.

11. The Lessee hereby covenants and agrees to investigate all claims of every nature at its expense, and to indemnify, defend, hold, and save harmless the Board of Trustees of the Internal Improvement Trust Fund, the State of Florida, and the Department from all claims, actions, lawsuits and demands arising out of this lease or any activity conducted hereunder. The Lessee further agrees to be solely responsible for any injury or property damage resulting from any property conditions or activity on the leased area.

12. The Lessee agrees that upon expiration or termination of this lease all permission granted to undertake the activities, as described in paragraph 1 of this lease, shall cease and terminate, and Lessee shall immediately vacate and surrender possession of the premises to Lessor subject to the provisions of paragraph 23.

13. If requested by Lessee, this lease may be renewable for additional ten-year terms upon such terms and conditions as are acceptable to the parties hereto. The request must be in writing and delivered by the Lessee to the Lessor no later than 90 days before the expiration date of the then existing lease agreement. Upon receipt of the request for an additional term, the Department will either take final action on behalf of the Board of Trustees where the circumstances meet the delegation provided to the Department by the Board or the Department will submit the Lessee's request for an additional term to the Board of Trustees for final action.

14. Neither failure or successive failures on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

15. The Lessee, by acceptance of this lease, binds itself to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein, except for the provisions of paragraph 25, this lease may be terminated by the Lessor after notice in writing by certified mail to the Lessee. Upon receipt of such notice, the Lessee shall undertake to correct such noncompliance or violation for which the Lessor has given notice to correct within 30 days of receipt of notice. In the event Lessee fails or refuses to timely correct the violation, the Lessor, at its option, shall be entitled to terminate this lease and, if terminated, all rights of Lessee hereunder shall cease. All costs, including reasonable attorney fees, incurred by the Lessor to enforce any provisions of this lease shall be paid by the Lessee.

The Lessee, by acceptance of this lease, agrees to accept service by certified mail of any notice required by this lease or Chapter 253, F.S., in addition to Chapter 18-14, Florida Administrative Code (F.A.C.) at the following address:

STREET OR P. O. BOX NO.

CITY STATE ZIP

The Lessee agrees to notify the Lessor by certified mail of any change in this address at least ten (10) days before the change is effective. If Lessee's mail is returned for any reason (unclaimed, unable to deliver, no longer at address, etc.), and Lessor is unable to locate Lessee, Lessor has the option of canceling the lease.

16. The Lessee agrees to assume all responsibility for liabilities that accrue to the subject property or to the improvements thereof, including any and all special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property and associated improvements during the effective period of this lease.

17. Unless the mooring of a security vessel is specifically approved in writing by Lessor, no security vessel shall be moored on or adjacent to the lease area. Lessee further agrees that no vessel required to be registered or titled under Florida law shall be allowed to moor or dock within or adjacent to, or otherwise use the area described within this lease unless such vessel is registered or titled in accordance with Chapters 327 and 328, F.S. Lessee agrees that no vessel of any description shall be moored on or adjacent to the leased premises for a period exceeding twenty-four hours, irrespective of whether the vessel is periodically moved, unless authorized by the terms of this lease.

18. NOTICE: The undertaking of any unauthorized activities, including the erection or placement of any permanent or temporary structures, shall constitute a violation of Chapter 253, F.S., and subject the Lessee to administrative fines under Chapter 18-14, F.A.C., and the terms of this lease. Any such violation may result in the imposition of administrative fines, judgment for damages, and/or the termination of this lease.

19. As a condition to obtaining this lease, the Lessee hereby agrees not to discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease or upon lands adjacent to and used as an adjunct of the area described within this lease.

20. Lessor and Lessee agree that Lessor has venue privilege as to any litigation arising from matters relating to this lease. Therefore, any such litigation between Lessor and Lessee shall be initiated and maintained only in Leon County, Florida.

21. This lease is the entire and only lease between the parties. Its provisions are not severable. Any amendment or modification to this lease must be in writing and must be accepted, acknowledged and executed by the Lessee and Lessor.

22. This lease shall be deemed to have been executed and entered into in the State of Florida. Any dispute arising hereunder shall be governed by the laws of the State of Florida. This lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators and assigns of the parties hereto, but nothing contained in this paragraph shall be construed as a consent by Lessor to any assignment of this Lease or any interest therein by Lessee.

23. Lessee shall remove all works, equipment, structures and improvements from the sovereign lands described in this lease within 60 days following the date of expiration or termination of this lease. Lessee shall also provide to the Department an attestation statement from a third party, acceptable by the Lessor, verifying that all works, equipment, structures and improvements have been removed. Failure to remove all equipment and improvements within 60 days and provide the attestation statement may result in cancellation of all other aquaculture submerged land leases held by Lessee and Lessee will be prohibited from executing, acquiring, subletting, or the authorized use of any state owned aquaculture submerged land lease for ten years from date of cancellation of the lease in which the works, equipment, structures and improvements were not removed.

24. The Lessee shall be bound by present and future enactments in Florida law as expressed in Chapter 253, F.S., or elsewhere in Florida Statutes, and by present and future provisions of the Florida Administrative Code promulgated thereunder, and by any present and future enactments adopted by the Board of Trustees pertaining to this lease agreement.

25. Conviction of a violation of Chapter 597, F.S., and/or rule 5L-1, F.A.C., or other rules promulgated by the Department, or the Florida Fish and Wildlife Conservation Commission, may be cause for this lease to be terminated without further notice to Lessee and shall result in the forfeiture to Lessor of the works, improvements, and shellfish in and upon the leased premises.

26. SPECIAL LEASE CONDITIONS

a) Pursuant to Chapter 253.71 (7), F.S., lease agreements may contain special lease conditions that provide for flexibility in surveying and posting lease boundaries, incorporate conditions necessary to issue permits pursuant to Part IV of Chapter 373, F.S. and Chapter 403, F.S., and provide for special activities related to aquaculture and resource management.

(1) Pursuant to Chapter 597, F.S. authorized activities include, but are not limited to, planting shellfish cultivated from eggs, transplanting live stocks, placement of cultch material, harvesting shellfish, the installation and removal of nets, bags, or other devices, and the placement of markers that designate the corners and perimeters of the culture area.

(2) All culture materials, cover nets, bags or other designated markers placed on or in the water shall be clean and free of pollutants; including petroleum products such as creosote, oils and greases, or other pollutants. Compounds used as preservatives must be used in accordance with product label.

(3) Culture materials (cultch) placed on the grow-out area must be a suitable substance for attachment of oyster larvae: such as natural molluscan shells; fossilized shell; fossilized coral and other aquatic organisms; lithic materials, such as crushed and graded limestone, granite, and gravel which contain calcium carbonate and/or fossilized organisms; or recycled materials which contain lithic fractions and calcium carbonate, including crushed and graded concrete. Exceptions to this list of generally accepted cultch materials must be specifically approved and identified within the aquaculture lease agreement.

(4) Bags and/or trays used in the culture operation shall be removed from the water during all mechanical cleaning, maintenance and repair operations. Mechanical or hydraulic devices shall not be used below the water for the cleaning of the submerged structures. The Lessee may use hand tools for cleaning shellfish, bags, and other structures under water.

b) The Lessee agrees that mechanical harvesting is prohibited on the lease site, unless expressly approved in this lease agreement.

c) No aquaculture activities will be allowed over bottoms that contain biological resources consisting of submerged seagrass communities, naturally occurring oyster and clam beds, corals, attached sponges or attached macro marine algae beds.

d) The Lessee shall, prior to commencement of the aquaculture activities on the approved lease site, and no later than 120 days from the date of such approval, provide to the Lessor a Department of Environmental Protection, Division of State Lands approved survey and legal description of the parcel to be included in the lease. If an acceptable survey is not received from the Lessee within 120 days it may be cause for immediate termination of the lease.

e) The Lessee shall, within 90 days from the date of execution of this lease, properly post the lease boundaries to delineate the corners and perimeters of the lease. Except for the _____ corner, Lessee must install and maintain a buoy or post at each of the remaining lease corners of the lease area. Markers shall be installed in a consistent manner (i.e., utilizing all buoys, or all posts on site). Lessee shall apply for a Private Aids to Navigation permit from the US Coast Guard and comply with all provisions of the permit to warn mariners passing in the vicinity of the lease of the potential hazards to navigation.

- (1) A corner marker is required to be installed on the ____ corner of this lease. Unless different marking requirements are prescribed by the USCG Private Aids to Navigation permit, the corner marker must meet all requirements of this section. The corner marker shall be a sign (3' x 3' in size) fastened to a PVC pole at least six-inches in diameter. The sign must be a yellow background and include: (a) the letter "____" in twelve-inch black letters, and (b) a two-inch border using international yellow reflective tape. The PVC pole must contain: (a) the relative geographic position ____ for the corner in two-inch black letters, and (b) parcel number ____ or FDACS Lease No. ____-AQ-____ in two-inch black letters. The bottom of the sign shall extend a minimum of three-feet above the mean high water mark.
 - (2) Buoys must be white with international orange bands of reflective tape with black block characters at least one-inch in height and include each corner designation (i.e., NE, NW, SE, and SW) and parcel number ____ or FDACS Lease No. ____-AQ-____. Each buoy must be maintained upright at a minimum height of 14-inches above the mean high water mark.
 - (3) Posts must contain a field at least 2-1/2" wide and 10" long. The background shall be white with international orange bands of reflective tape above and below the field. Parcel number ____ or FDACS Lease No. ____-AQ-____ and each corner designation (i.e., NE, NW, SE, and SW) shall be displayed in black block characters of at least one-inch in height. The bottom of the identifying field on the post shall extend a minimum of 18-inches above the mean high water mark. Posts may be made from carsonite, fiberglass, and/or PVC.
 - (4) For theft prevention, you may install a sign with a white background and include: (a) the language "HARVESTING PROHIBITED EXCEPT BY LESSEE" in one-inch black letters; (b) the "circle symbol" using international orange reflective tape; and (c) a two-inch border using international orange reflective tape. The bottom of the sign shall extend a minimum of three-feet above the mean high water mark.
- f) This lease authorizes use of the entire water column, from surface to bottom for the purpose of culturing shellfish in off-bottom or floating structures. The Lessee's identification information shall be attached to all culturing structures. In the event that culturing structures become dislodged from the lease site, it is the Lessee's responsibility to retrieve the structures from the shoreline, seagrass beds, or submerged bottom anywhere within the aquatic preserve with minimal damage to the resources affected. The structures shall be removed and properly disposed of or returned to the lease site.
 - g) The Lessee, and any sublessee and/or authorized user, must possess and maintain a valid Aquaculture Certificate of Registration from the Department of Agriculture and Consumer Services pursuant to Chapter 597.004, F.S. As certified, the Lessee, sublessee and authorized user shall implement the best management practices adopted in Chapter 5L-3, F.A.C.
 - h) The Lessee shall employ "best management practices" to protect endemic shellfish populations from the potential introduction and transfer of diseases. The best management practices shall be employed during all production and transport phases to provide responsible resource management, and reduce or eliminate the risk of disease introduction or transfer. Best management practices will include but not be limited to the following provisions.
 - (1) The source of brood stock for seed stocks to be cultured shall be from native stocks. Lessee shall provide documentation to the Department stating that seed stocks are from native brood stocks. The Lessee shall obtain such documentation from the hatchery or nursery from which seed stocks are obtained. Hatchery-reared seed stocks may not be obtained from facilities that cannot document the use of native (regional) stocks in their brood stock and genetic programs.
 - (2) The Lessee shall provide documentation that seed stocks are free of diseases that may threaten endemic populations. Such documentation should be obtained from the hatchery or nursery from which the seed stocks were obtained. Seed stocks, obtained from hatcheries or nurseries located outside of the specific region referenced in section 26, h. (1), of this lease must be certified by a recognized shellfish pathologist as free of diseases that may threaten endemic populations.

- (3) The documentation required in section 26, h. (2), of this lease, as well as the source and destination, must accompany each shipment of seed stocks and market size shellfish, and a record of all documents and transactions shall be maintained by the Lessee and submitted to the Department in the annual Affidavit for Audit (FDACS form 15104) no later than 45 days from the date of the request for the information. Shellfish seed stocks, for the purpose of this section, shall be defined as shellfish that are less than ten percent of market-size or require a minimum of six months to reach market-size.
- i) Shellfish aquaculture products from certified aquaculture operations may be possessed, transported and sold when such shellfish are segregated in distinct containers, with each container being appropriately labeled as to source and certificate of registration number.
- (1) The Lessee shall obtain authorization from the Department to transplant market-size shellfish stocks from leases that are temporarily closed to direct-to-market sale. The Lessee shall document that the receiving lease is closed for direct-to-market sale of shellfish for at least 30 days when market-size shellfish are obtained from another lease that is closed for direct-to-market sale at the time of the transaction. Shellfish aquaculture products which are harvested from a lease that is temporarily closed to direct-to-market sale shall be documented as to date of harvest and transport. The authorization to transplant may include requirements for bacteriological analyses.
- (2) Transplanting or relaying wild shellfish stocks to a lease is prohibited.
- j) Shellfish aquaculture products which are harvested from the lease for direct-to-market sales for human consumption shall comply with all applicable provisions of Chapter 597, F.S., Chapter 5L-1, F.A.C., and any other applicable provisions of law and administrative code.
- k) The Lessee shall perform the aquaculture activities in such a manner that will not have an adverse impact on significant resource habitats such as seagrass beds or on endangered species such as manatees and sea turtles.
- l) If the activity and/or gear proposed by the lessee are not covered under the Department's Programmatic General Permit (SAJ-99) for Live Rock and Marine Bivalve Aquaculture, the Lessee will need to apply for an individual permit from the Army Corps of Engineers and comply with all provisions of the permit. Specifications regarding placement, type and function of appliances and devices used in culture practices and predator exclusion should be expressly approved by the Division of Aquaculture.
- m) If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The Lessee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850/245-6333). Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, F.S.

(Remainder of page intentionally left blank)

“LESSEE”:

By _____
Original Signature of Lessee or Executing Authority

Typed/Printed Name of Lessee or Executing Authority

As: _____
(If Lessee is a corporation, please enter capacity in which
Executing Authority is authorized to sign, i.e, President,
Vice President, etc.)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____, who is personally known to me, or who has
produced a _____ as identification.

Notary Public (SEAL)

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA
(SEAL)

By: _____
Joey B. Hicks, Director, Division of Administration
Department of Agriculture and Consumer Services, Designee
For the Board of Trustees of the Internal Improvement Trust Fund

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by
Joey B. Hicks, Director, or his designee, Division of Administration, who is personally known to me.

Notary Public (SEAL)