

**FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS  
REGULAR MEETING  
COURTHOUSE ANNEX – COMMISSION MEETING ROOM  
JULY 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**  
**Approval of Minutes**  
**Payment of County Bills**
- 9:10 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**      **Department Directors Report**  
Howard Nabors – Superintendent of Public Works  
Fonda Davis – Solid Waste Director  
Pam Brownell – Emergency Management Director  
Erik Lovestrand – Extension Office Director
- 10:00 AM**      **Josh Adams – ARPC – Presentation**  
*Mr. Adams will present his proposal to NFWF National Coastal Resilience Fund for the living shoreline stability project along Highway 98.*
- 10:15 AM**      **Sarah Hibbard – ARPC – Presentation**  
*Ms. Hibbard will present Apalachee Online that includes the County's new GIS Map.*
- 10:30 AM**      **Marcia M. Johnson – Clerk of Court – Report**
- 10:45 AM**      **Alan Pierce – RESTORE Coordinator – Report**
- 11:00 AM**      **Michael Morón – County Coordinator – Report**
- Keith Bassett – Synergy
  - Nikol Tschaepe – Weems Facilities
- 11:30 AM**      **Michael Shuler – County Attorney – Report**
- 11:45 AM**      **Commissioners' Comments**
- 12:00 PM**      **Adjourn**

July 2, 2019  
 Franklin County Road Department  
 Detail of Work Performed and Material Hauled by District  
 Detail from 6/13/2019 - 6/26/2019

**District 1**

**Work Performed:**

<b><u>Work Performed:</u></b>	<b><u>Date</u></b>	<b><u>Road</u></b>
Cut grass along shoulders of road on county right of way, Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	6/13/2019	Avenue A
Cut grass along shoulders of road on county right of way	6/13/2019	Randolph Street
Cut grass along shoulders of road on county right of way	6/13/2019	Buck Street, St. George Island
Cut grass along shoulders of road on county right of way	6/13/2019	Gibson Street
Cut grass along shoulders of road on county right of way	6/13/2019	Palmer Street
Cut grass along shoulders of road on county right of way	6/13/2019	W 12th Street
Cut grass along shoulders of road on county right of way	6/13/2019	W Pine Avenue
Cut grass along shoulders of road on county right of way	6/13/2019	Land Street
Cut grass along shoulders of road on county right of way	6/13/2019	W 9th Street
Cut grass along shoulders of road on county right of way	6/13/2019	W 11th Street
Cut grass along shoulders of road on county right of way	6/13/2019	W 8th Street
Cut grass along shoulders of road on county right of way	6/13/2019	W 7th Street
Cut grass along shoulders of road on county right of way	6/13/2019	W 6th Street
Cut grass along shoulders of road on county right of way	6/13/2019	W Sawyer Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	6/13/2019	School Road
Cleaned ditches, Cut grass in ditches	6/13/2019	School Road
Cut grass along shoulders of road on county right of way	6/13/2019	W 10th Street
Cut grass along shoulders of road on county right of way	6/13/2019	E Sawyer Street
Cut grass along shoulders of road on county right of way	6/13/2019	Nedley Street
Cut grass along shoulders of road on county right of way	6/13/2019	Howell Street
Cut grass along shoulders of road on county right of way	6/13/2019	Porter Street
Cut grass along shoulders of road on county right of way	6/13/2019	Cook Street
Cut grass along shoulders of road on county right of way	6/13/2019	W Bay Shore Drive
Cut grass along shoulders of road on county right of way	6/13/2019	W 9th Street
Cut grass along shoulders of road on county right of way	6/13/2019	Marks Street
Cut grass along shoulders of road on county right of way	6/13/2019	Akel Street
Cut grass along shoulders of road on county right of way	6/13/2019	Bruce Street
Cut grass along shoulders of road on county right of way	6/13/2019	Bradford Street
Cut grass along shoulders of road on county right of way	6/13/2019	Patton Street
Cut grass along shoulders of road on county right of way	6/13/2019	Bledsoe Street
Cut grass along shoulders of road on county right of way	6/13/2019	Wing Street
Cut grass along shoulders of road on county right of way	6/13/2019	McCloud Street
Cut grass along shoulders of road on county right of way	6/13/2019	Gander Street
Cut grass along shoulders of road on county right of way	6/13/2019	E 4th Street
Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	6/17/2019	Tallahassee Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	6/18/2019	1st Street
Cut grass along shoulders of road on county right of way	6/18/2019	N Bay Shore Drive
Cut grass along shoulders of road on county right of way	6/18/2019	Segree Street
Cut grass along shoulders of road on county right of way	6/18/2019	Bull Street
Cut grass along shoulders of road on county right of way	6/18/2019	Dunlap Road
Cut grass along shoulders of road on county right of way	6/18/2019	Gilbert Street

**District 1****Work Performed:**

<b><u>Work Performed:</u></b>	<b><u>Date</u></b>	<b><u>Road</u></b>
Cut grass along shoulders of road on county right of way	6/18/2019	Barber Street
Cut grass along shoulders of road on county right of way	6/18/2019	Hickory Dip
Cut grass along shoulders of road on county right of way	6/18/2019	Live Oak Street
Cut grass along shoulders of road on county right of way	6/18/2019	Palm Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	6/18/2019	Avenue A
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	6/18/2019	2nd Street
Cut grass along shoulders of road on county right of way	6/18/2019	Daisey Drive
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	6/18/2019	Boatwright Drive
Litter Pickup	6/18/2019	1st Street
Cut grass along shoulders of road on county right of way	6/18/2019	Washington Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	6/18/2019	3rd Street
Cut grass along shoulders of road on county right of way	6/18/2019	South Bay Shore Drive
Litter Pickup	6/18/2019	Otterslide Road
Cut grass along shoulders of road on county right of way	6/18/2019	Jefferson Street
Litter Pickup	6/18/2019	Twin Lakes Road
Cut grass along shoulders of road on county right of way	6/18/2019	Cedar Street
Cut grass along shoulders of road on county right of way	6/18/2019	Old Ferry Dock Road
Cut grass along shoulders of road on county right of way	6/18/2019	C. A. Gillespie
Cut grass along shoulders of road on county right of way	6/18/2019	Power Drive
Cut grass along shoulders of road on county right of way	6/18/2019	Norvell Street
Cut grass along shoulders of road on county right of way	6/18/2019	N Franklin Street
Cut grass along shoulders of road on county right of way	6/18/2019	Adams Street
Cut grass along shoulders of road on county right of way	6/19/2019	Twin Lakes Road
Cut grass along shoulders of road on county right of way	6/19/2019	Carroll Street
Cut grass along shoulders of road on county right of way	6/19/2019	N Bay Shore Drive
Litter Pickup	6/19/2019	South Bay Shore Drive
Litter Pickup	6/19/2019	N Bay Shore Drive
Cut grass along shoulders of road on county right of way	6/19/2019	Otterslide Road
Cut grass along shoulders of road on county right of way	6/20/2019	Gladiiola Way
Cut grass along shoulders of road on county right of way	6/20/2019	Ridgecrest Parkway
Cut grass along shoulders of road on county right of way	6/20/2019	Shadow Bay Drive
Cut grass along shoulders of road on county right of way	6/20/2019	Daisey Drive
Cut grass along shoulders of road on county right of way	6/20/2019	Blue Heron Drive
Cut grass along shoulders of road on county right of way	6/20/2019	Sago Drive
Cut grass along shoulders of road on county right of way	6/20/2019	Lily Circle
Boat Ramp Repair	6/25/2019	St. George Island Fishing Pier

0

**Material HAUL From:**

<b><u>Material HAUL From:</u></b>	<b><u>Date</u></b>	<b><u>Road</u></b>	<b><u>Cubic Yards</u></b>	<b><u>Tons</u></b>
Litter	6/13/2019	Avenue A	2	0
Litter	6/17/2019	Tallahassee Street	1	0
<b>Litter</b>		<b>TOTAL</b>	<b>3</b>	<b>0</b>

**Material HAUL To:**

<b><u>Material HAUL To:</u></b>	<b><u>Date</u></b>	<b><u>Road</u></b>	<b><u>Cubic Yards</u></b>	<b><u>Tons</u></b>
Sand	6/25/2019	St. George Island Fishing Pier	90	0
Sand	6/25/2019	St. George Island Boat Ramp	54	0
<b>Sand</b>		<b>TOTAL</b>	<b>144</b>	<b>0</b>

**District 2****Work Performed:**

<b><u>Date</u></b>	<b><u>Road</u></b>
Shoulder Work, Washout Repair	6/13/2019 Alligator Drive
Washout Repair, Shoulder Work	6/13/2019 Alligator Drive
Litter Pickup	6/17/2019 CR67
Culvert installation	6/17/2019 Titi Street
Graded Road(s)	6/17/2019 Jeff Sanders Road
Cut grass along shoulders of road on county right of way, Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts	6/18/2019 Tom Roberts Road
Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	6/18/2019 CR 370
Cut grass along shoulders of road on county right of way, Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts	6/18/2019 Fiesta Drive
Litter Pickup	6/18/2019 Lake Morality Road
Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	6/18/2019 Harry Morrison
Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	6/18/2019 Tom Roberts Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	6/18/2019 Lakeview Drive
Box drag	6/18/2019 Duvall Road
Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	6/18/2019 Fiesta Drive
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	6/18/2019 Fernway Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	6/19/2019 Dunes Boulevard
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	6/19/2019 Alan Lane
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	6/19/2019 Tom Roberts Road
Cut grass along shoulders of road on county right of way	6/19/2019 Oak Street
Cut grass along shoulders of road on county right of way	6/19/2019 Tom Roberts Road
Cleaned ditches, Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts	6/19/2019 Dunes Boulevard
Cleaned ditches, Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts	6/19/2019 Alan Lane
Cut grass along shoulders of road on county right of way	6/19/2019 Gulf Court
Cut grass along shoulders of road on county right of way, Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts	6/20/2019 Peninsular Circle
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	6/20/2019 Bay Front Drive
Cut grass along shoulders of road on county right of way, Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts	6/20/2019 Carnival Lane
Cut grass along shoulders of road on county right of way, Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts	6/20/2019 Alligator Drive
Cut grass along shoulders of road on county right of way, Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts	6/20/2019 Harbor Circle
Cut grass along shoulders of road on county right of way, Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts	6/20/2019 Mardi Gras Way
Cut grass along shoulders of road on county right of way, Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts	6/20/2019 Bayview Drive
Cut grass along shoulders of road on county right of way, Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts	6/20/2019 Clemens Street
Cut grass along shoulders of road on county right of way, Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts	6/20/2019 George Vause Road
Cut grass along shoulders of road on county right of way, Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts	6/20/2019 Angus Morrison
Cut grass in ditches	6/20/2019 George Vause Road

**District 2****Work Performed:**

<b><u>Date</u></b>	<b><u>Road</u></b>
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	6/20/2019 Alligator Drive
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	6/20/2019 Donax Place
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	6/20/2019 Carousel Terrace
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	6/20/2019 Cypress Street
Cut grass along shoulders of road on county right of way, Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts	6/20/2019 Carousel Lane
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	6/20/2019 Sea Shell Avenue
Cut grass along shoulders of road on county right of way	6/20/2019 Warren Avenue
Cut grass along shoulders of road on county right of way, Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts	6/20/2019 Donax Place
Box drag	6/20/2019 Titi Street
Box drag	6/20/2019 Enabob Street
Box drag	6/20/2019 Iowa Street
Box drag	6/20/2019 Kansas Street
Travel	6/20/2019 Kansas Street
Cut grass along shoulders of road on county right of way	6/20/2019 Spring Drive
Cut grass along shoulders of road on county right of way	6/20/2019 Newman Drive
Cut grass along shoulders of road on county right of way	6/20/2019 Holland Avenue
Cut grass along shoulders of road on county right of way	6/20/2019 E Pine Street
Cut grass along shoulders of road on county right of way	6/20/2019 Heffernan Drive
Cut grass along shoulders of road on county right of way	6/20/2019 Infeild Drive
Cut grass along shoulders of road on county right of way	6/20/2019 Elder Street
Cut grass along shoulders of road on county right of way	6/20/2019 Jubilee Street
Cut grass along shoulders of road on county right of way	6/20/2019 Oleader Terrace
Cut grass along shoulders of road on county right of way	6/20/2019 Parker Avenue
Cut grass along shoulders of road on county right of way	6/20/2019 Hinton Street
Cut grass along shoulders of road on county right of way	6/20/2019 Titi Street
Cut grass along shoulders of road on county right of way	6/20/2019 Putnal Street
Cut grass along shoulders of road on county right of way	6/20/2019 Apalachee Street
Cut grass along shoulders of road on county right of way	6/20/2019 Florida Avenue
Cut grass along shoulders of road on county right of way	6/20/2019 Carlton Avenue
Cut grass along shoulders of road on county right of way	6/20/2019 Collins Avenue
Cut grass along shoulders of road on county right of way, Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts	6/20/2019 Sea Shell Avenue
Cut grass along shoulders of road on county right of way, Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts	6/20/2019 Cypress Street
Cut grass along shoulders of road on county right of way	6/24/2019 Colorado Street
Cut grass along shoulders of road on county right of way	6/24/2019 Arizona Street
Cut grass along shoulders of road on county right of way	6/24/2019 Alabama Street
Cut grass along shoulders of road on county right of way	6/24/2019 Connecticut Street
Cut grass along shoulders of road on county right of way	6/24/2019 Maryland Avenue
Cut grass along shoulders of road on county right of way	6/24/2019 Carolina Street
Cut grass along shoulders of road on county right of way	6/24/2019 Delaware Street
Cut grass along shoulders of road on county right of way	6/24/2019 Massachusetts Avenue
Cut grass along shoulders of road on county right of way	6/24/2019 Maine Street
Cut grass along shoulders of road on county right of way	6/24/2019 Florida Avenue
Cut grass along shoulders of road on county right of way	6/24/2019 Idaho Street

**District 2****Work Performed:**

<b>Work Performed:</b>	<b>Date</b>	<b>Road</b>
Cut grass along shoulders of road on county right of way	6/24/2019	Illinois Street
Cut grass along shoulders of road on county right of way	6/24/2019	Iowa Street
Cut grass along shoulders of road on county right of way	6/24/2019	Kentucky Ave
Cut grass along shoulders of road on county right of way	6/24/2019	California Street
Cut grass along shoulders of road on county right of way	6/24/2019	Indiana Street
Cut grass along shoulders of road on county right of way	6/24/2019	Kansas Street
Cut bushes back	6/24/2019	St Teresa Ave
Box drag	6/24/2019	Jeff Sanders Road
Box drag	6/24/2019	McIntyre Road
Cut grass along shoulders of road on county right of way, Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts	6/24/2019	Rio Vista Drive
Cut grass along shoulders of road on county right of way, Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts	6/24/2019	Rio Vista Drive
Cut bushes back	6/24/2019	St Teresa Ave
Cut bushes back, Trim Trees	6/25/2019	St Teresa Ave
Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts	6/25/2019	Heffernan Drive
Cut grass along shoulders of road on county right of way, Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts	6/25/2019	Heffernan Drive
Cut bushes back, Trim Trees	6/25/2019	St Teresa Ave
Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts	6/26/2019	Oak Street
Trim Trees, Cut bushes back	6/26/2019	St Teresa Ave
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	6/26/2019	Heffernan Drive
Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts	6/26/2019	Heffernan Drive
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	6/26/2019	Oak Street
Cut bushes back	6/26/2019	Lake Morality Road
Flagged	6/26/2019	Lake Morality Road
Weed Eat & Cut Grass around signs & Culverts	6/26/2019	Putnal Street

**0****Material HAUL From:**

<b>Material HAUL From:</b>	<b>Date</b>	<b>Road</b>	<b>Cubic Yards</b>	<b>Tons</b>
Ditch Dirt	6/17/2019	Titi Street	72	0

**Ditch Dirt****TOTAL****72****0**

Litter

6/17/2019

CR67

4

0

**Litter****TOTAL****4****0**

Trees

6/24/2019

St Teresa Ave

9

0

Trees

6/25/2019

St Teresa Ave

9

0

Trees

6/26/2019

St Teresa Ave

9

0

**Trees****TOTAL****27****0****Material HAUL To:**

<b>Material HAUL To:</b>	<b>Date</b>	<b>Road</b>	<b>Cubic Yards</b>	<b>Tons</b>
18" x 30' Culvert	6/17/2019	Titi Street	2	0

**18" x 30' Culvert****TOTAL****2****0**

Dirty 89 Lime Rock

6/13/2019

Clemens Street

36

0

Dirty 89 Lime Rock

6/17/2019

Titi Street

18

0

Dirty 89 Lime Rock

6/20/2019

Kansas Street

18

0

**Dirty 89 Lime Rock****TOTAL****72****0****District 3****Work Performed:****Date****Road**

**District 3****Work Performed:**

	<u>Date</u>	<u>Road</u>
Pot hole Repair (Fill), Shoulder Work	6/13/2019	16th Street
Pot hole Repair (Fill), Shoulder Work	6/13/2019	Avenue M
Litter Pickup	6/13/2019	25th Avenue
Litter Pickup	6/13/2019	Earl King Street
Litter Pickup	6/13/2019	24th Avenue
Litter Pickup	6/13/2019	Martin Luther King Jr. Ave.

0

**Material HAUL To:**

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Black Dirt	6/13/2019	16th Street	9	0
Black Dirt	6/24/2019	Earl King Street	18	0

**Black Dirt****TOTAL****27****0****District 4****Work Performed:**

	<u>Date</u>	<u>Road</u>
Shoulder Work, Road Repair	6/20/2019	Bluff Road
Sign Maintenance	6/20/2019	Squire Road
Sign Maintenance	6/20/2019	Peachtree Road
Sign Maintenance	6/20/2019	Linden Road
Cut grass along shoulders of road on county right of way	6/20/2019	Franklin Street
Shoulder Work	6/24/2019	CR30A
Cleaned ditches	6/24/2019	Bluff Road
Shoulder Work	6/24/2019	8 Mile
Cut grass along shoulders of road on county right of way, Litter Pickup	6/25/2019	Bluff Road
Cut grass along shoulders of road on county right of way, Litter Pickup	6/26/2019	Alan Drive
Cut grass along shoulders of road on county right of way, Litter Pickup	6/26/2019	Marks Street
Cut grass along shoulders of road on county right of way, Litter Pickup	6/26/2019	Apalachee Street
Cut grass along shoulders of road on county right of way, Litter Pickup	6/26/2019	Chapman Road
Cut grass along shoulders of road on county right of way, Litter Pickup	6/26/2019	Bayshore Drive
Cleaned ditches	6/26/2019	Bluff Road
Cut grass along shoulders of road on county right of way, Litter Pickup	6/26/2019	Kevin Road
Cut grass along shoulders of road on county right of way, Litter Pickup	6/26/2019	Brownsville Road
Cut grass along shoulders of road on county right of way, Litter Pickup	6/26/2019	26th Avenue
Cut grass along shoulders of road on county right of way, Litter Pickup	6/26/2019	Thomas Drive
Cut grass along shoulders of road on county right of way, Litter Pickup	6/26/2019	Jakie Whitehurst Street
Cleaned ditches, Dig out ditches, Culvert installation	6/26/2019	Brownsville Road

0

**Material HAUL From:**

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Ditch Dirt	6/26/2019	Brownsville Road	36	0

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

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Dirty 89 Lime Rock	6/24/2019	9 mile	18	0

**District 4****Material HAUL To:**

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Dirty 89 Lime Rock	6/26/2019	Brownsville Road	18	0
<b>Dirty 89 Lime Rock</b>		<b>TOTAL</b>	<b>36</b>	<b>0</b>
Sand	6/24/2019	8 Mile	18	0
<b>Sand</b>		<b>TOTAL</b>	<b>18</b>	<b>0</b>

**District 5****Work Performed:**

	<u>Date</u>	<u>Road</u>
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	6/13/2019	Garrett Lane
Cemetery, Cut, Raked & Cleaned	6/13/2019	Eastpoint Cemetery
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	6/13/2019	Tip Tucker Road
Cut grass along shoulders of road on county right of way, Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	6/13/2019	6th Street
Cleaned ditches, Cut grass in ditches	6/13/2019	Tip Tucker Road
Cemetery, Cut, Raked & Cleaned	6/13/2019	Eastpoint Cemetery
Pot hole Repair (Fill), Road Repair	6/17/2019	Ryan Drive
Pot hole Repair (Fill), Road Repair	6/18/2019	Gardners Landing Road
Graded Road(s)	6/18/2019	Brick Yard Road
Graded Road(s)	6/18/2019	Bloody Bluff Road
Graded Road(s)	6/18/2019	North Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	6/18/2019	Odom Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	6/18/2019	4th Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	6/18/2019	Tourist Development Center
Box drag	6/18/2019	Mill Road
Box drag	6/18/2019	Cape Street
Cut grass along shoulders of road on county right of way	6/18/2019	Pruett Road
Box drag	6/18/2019	Pinnacle Street
Box drag	6/18/2019	Lighthouse Road
Litter Pickup	6/18/2019	4th Street
Travel	6/18/2019	Lighthouse Road
Cut grass along shoulders of road on county right of way	6/18/2019	Island Drive
Cut grass along shoulders of road on county right of way	6/18/2019	Lucius Crum Road
Box drag	6/18/2019	Sybil Court
Cut grass along shoulders of road on county right of way	6/19/2019	Ridge Road
Cut grass along shoulders of road on county right of way	6/19/2019	Smith Street
Cut grass along shoulders of road on county right of way	6/19/2019	Bear Creek Rd
Cut grass along shoulders of road on county right of way	6/19/2019	Wilderness Road
Cut grass along shoulders of road on county right of way	6/19/2019	Tricia's Way
Cut grass along shoulders of road on county right of way	6/19/2019	8th Street
Cut grass along shoulders of road on county right of way	6/19/2019	CC Land
Cut grass along shoulders of road on county right of way	6/19/2019	Plum Street
Box drag	6/20/2019	Maine Street
Box drag	6/20/2019	9th Street E
Cut grass along shoulders of road on county right of way	6/20/2019	Pond Away Court
Cut grass along shoulders of road on county right of way	6/20/2019	Gardenia Trail
Cut grass along shoulders of road on county right of way	6/20/2019	Magnolia Court

**District 5****Work Performed:**

	<u>Date</u>	<u>Road</u>
Cut grass along shoulders of road on county right of way	6/20/2019	Hibiscus Lane
Cut grass along shoulders of road on county right of way	6/20/2019	Palmetto Drive
VMS Work, Cut Grass, Blowed Sidewalks, Cleaned ditches, Litter pickup	6/24/2019	65 State Road
Cut grass along shoulders of road on county right of way	6/24/2019	Georgia Avenue
Cleaned ditches	6/24/2019	Varnes Street
Litter Pickup, VMS Work, Cut Grass, Blowed Sidewalks, Cleaned ditches, Litter pickup	6/24/2019	65 State Road
Cut grass along shoulders of road on county right of way	6/25/2019	Sharol Court
Cut grass along shoulders of road on county right of way	6/25/2019	Lighthouse Road
Cut grass along shoulders of road on county right of way	6/25/2019	Lagoon Street
Cut grass along shoulders of road on county right of way	6/25/2019	Airport Road
Cut grass along shoulders of road on county right of way	6/25/2019	Cape Street
Cut grass along shoulders of road on county right of way	6/25/2019	Beacon Street
Cut grass along shoulders of road on county right of way	6/25/2019	Sybil Court
Cut grass along shoulders of road on county right of way	6/25/2019	Frank McKamey Way
Litter Pickup	6/25/2019	Lighthouse Road
Cut grass along shoulders of road on county right of way	6/25/2019	Pinnacle Street
Litter Pickup	6/25/2019	Quail Run Drive
Cut grass along shoulders of road on county right of way, Litter Pickup	6/25/2019	Magnolia Lane
Litter Pickup	6/25/2019	Herndon Road
Cut grass along shoulders of road on county right of way	6/25/2019	Woodill Road
Litter Pickup	6/25/2019	Woodill Road
Litter Pickup	6/25/2019	Frank McKamey Way
Litter Pickup	6/25/2019	Beacon Street
Cut grass along shoulders of road on county right of way	6/25/2019	Herndon Road
Cut grass along shoulders of road on county right of way	6/25/2019	Quail Run Drive
Cut grass along shoulders of road on county right of way	6/26/2019	Timber Island Road
Cut grass along shoulders of road on county right of way	6/26/2019	Bayou Drive
Cut grass along shoulders of road on county right of way	6/26/2019	Timber Lane
Cut grass along shoulders of road on county right of way	6/26/2019	River Road
Cut grass along shoulders of road on county right of way	6/26/2019	Mill Road

0

**Material HAUL From:**

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Litter	6/13/2019	6th Street	2	0
Litter	6/13/2019	Eastpoint Cemetery	2	0
<b>Litter</b>		<b>TOTAL</b>	<b>4</b>	<b>0</b>

**Material HAUL To:**

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
#57 rock	6/19/2019	Lighthouse Road	18	0
<b>#57 rock</b>		<b>TOTAL</b>	<b>18</b>	<b>0</b>
Black Dirt	6/18/2019	Gardners Landing Road	18	0
<b>Black Dirt</b>		<b>TOTAL</b>	<b>18</b>	<b>0</b>
Dirty 89 Lime Rock	6/17/2019	Ryan Drive	3	0
Dirty 89 Lime Rock	6/18/2019	Lighthouse Road	9	0
<b>Dirty 89 Lime Rock</b>		<b>TOTAL</b>	<b>12</b>	<b>0</b>



**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** July 2, 2019

**TIME:** 9:00 A.M.

**SUBJECT(S):**

**Right-of-Way Debris Pickup/Recycle Material Hauled June 12<sup>th</sup>- June 26<sup>th</sup>**  
**FOR BOARD INFORMATION:**

**June 12<sup>th</sup> -June 26<sup>th</sup>**

**RIGHT-OF-WAY DEBRIS PICKUP**

Apalachicola	Eastpoint	St George Island	Carrabelle	Lanark	Alligator Point
203.44 TONS	55.76 TONS	10.73 TONS	15.56 TONS	3.5 TONS	3.92 TONS

**RECYCLE MATERIAL HAULED**

	Apalachicola	Eastpoint	St George Island	Carrabelle	Lanark	Alligator Point	St James
Cardboard	7.65 TONS	6.55 TONS	12.73 TONS	3.05 TONS	-0- TONS	-0- TONS	0.27 TONS
Plastic, Paper, Glass, Aluminum	2.6 TONS	2.94 TONS	4.43 TONS	2.52 TONS	1.33 TONS	-0- TONS	1.33 TONS

**REQUESTED ACTION: Board Direction:**

**FOR BOARD INFORMATION:**



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

### **Report to Board of County Commissioners**

Date: July 2, 2019

Action Items:

Request the Board Approval & Signing of the IPAWS MOU.

Request the Board Approval & Signing of the 2019-2020 Emergency Management Preparedness and Assistance (EMPA) Grant in the amount of \$105,806.00.

Information Items:

1. Franklin County EOC Staff continue to promote our Re-Entry Tag program and encourage all residents to apply for their Re-Entry Tag.
2. EOC Staff is updating our Special Needs Database to verify current information of our Special Needs Residents.
3. EOC Staff continues to submit request for reimbursements to FEMA for Hurricane Michael.
4. 06/20/19 FCEM Staff attended the Region 2 Meeting in Leon County.
5. Site Inspections have been and will continue to be performed on facilities throughout the county for FEMA Reimbursement Requests.

Pamela Brownell

Pamela Brownell  
Director

# Shoreline Habitats and Resilient Coasts (SHaRC) for Apalachicola Bay – Results and Next Steps



- Apalachee Regional Planning Council  
Project Manager: Josh Adams



- Ecology & Environment, Inc.  
Project Manager: Rick Harter

Funded by the Florida Department of Environmental Protection's Florida Coastal Management Program through a grant from NOAA



# Estuarine habitats provide protection



# HOW GREEN OR GRAY SHOULD YOUR SHORELINE SOLUTION BE?

## GREEN - SOFTER TECHNIQUES

## GRAY - HARDER TECHNIQUES

### *Living Shorelines*



**VEGETATION ONLY** - Provides a buffer to upland areas and breaks small waves. Suitable for low wave energy environments.



**EDGING** - Added structure holds the toe of existing or vegetated slope in place. Suitable for most areas except high wave energy environments.



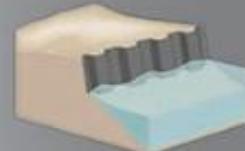
**SILLS** - Parallel to vegetated shoreline, reduces wave energy, and prevents erosion. Suitable for most areas except high wave energy environments.



**BREAKWATER** - (vegetation optional) - Offshore structures intended to break waves, reducing the force of wave action, and encourage sediment accretion. Suitable for most areas.



**REVETMENT** - Lays over the slope of the shoreline and protects it from erosion and waves. Suitable for sites with existing hardened shoreline structures.

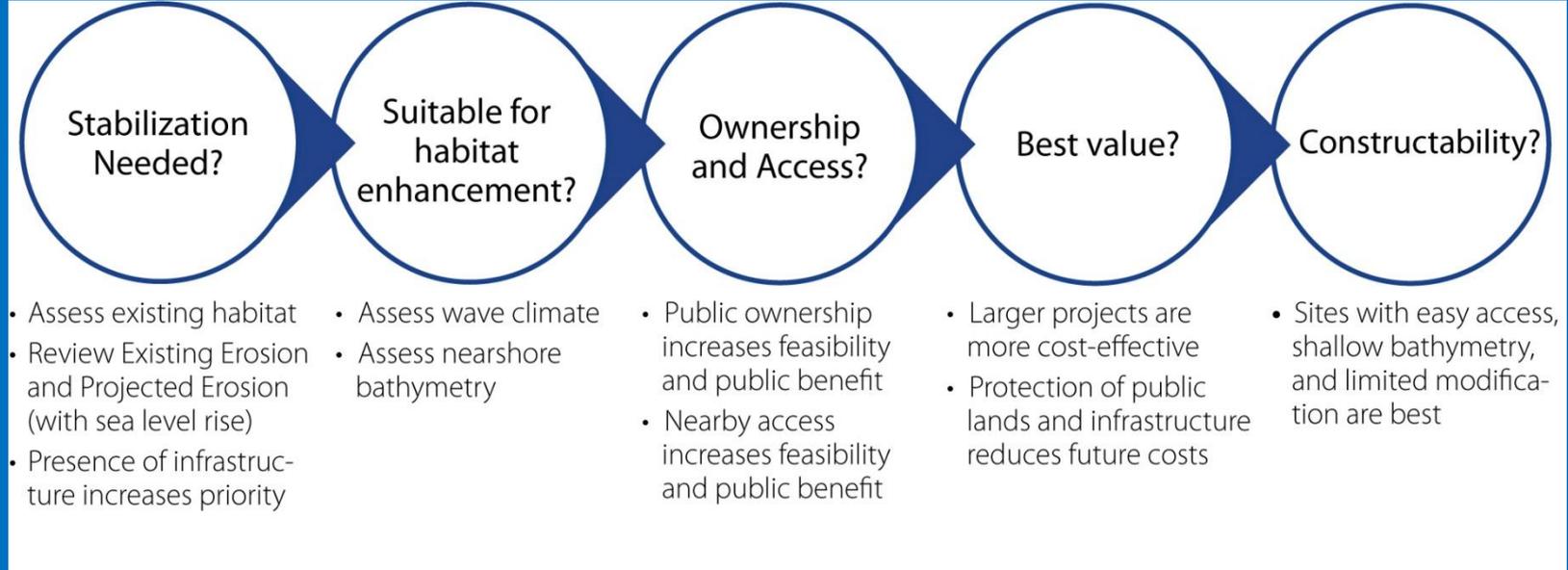


**BULKHEAD** - Vertical wall parallel to the shoreline intended to hold soil in place. Suitable for high energy settings and sites with existing hard shoreline structures.

### *Coastal Structures*

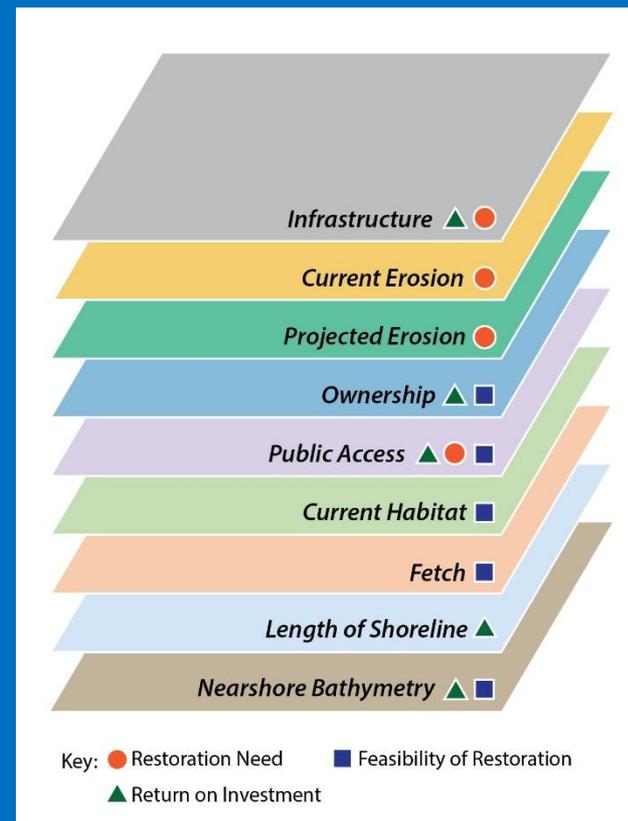
# Purpose

- Identify and prioritize shoreline segments for restoration



# Data

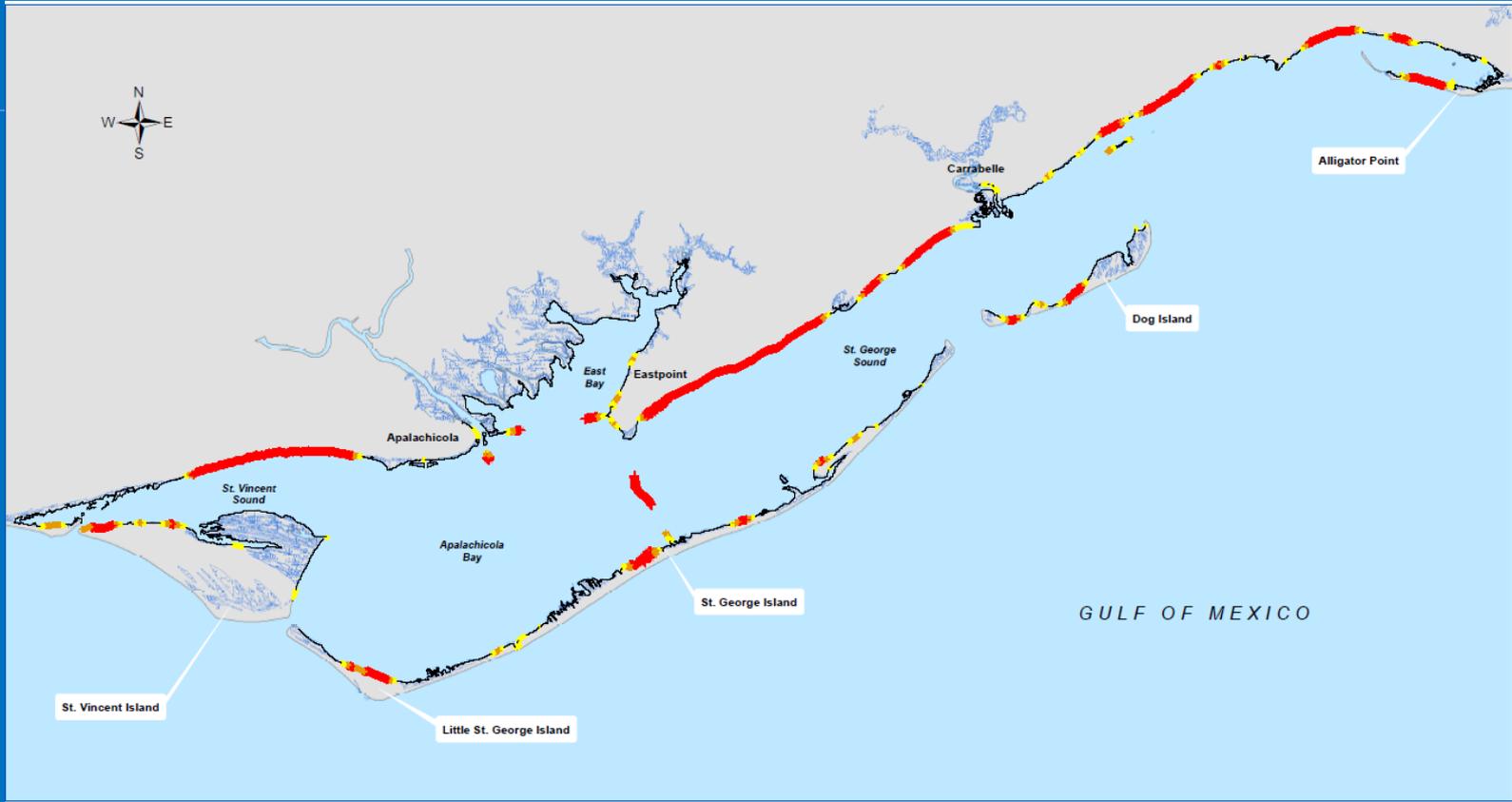
- Numerous datasets will be used in the analysis.
- Only existing data is used.
- Resulting data will be shared publicly.



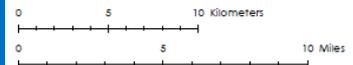
# Segment Data Fields

Field Name	Source(s)	Data Scope/Purpose
MarshNearby	FWC, ANERR	Distance to nearest
Slope	Combined DEM	Maximum slope in vicinity
CriticalFacilities	various	Proximity to nearby features of concern
BldgFootprint	FDEP/Microsoft AI	Proximity to nearby features of concern
PetroleumTanks	FDEP	Proximity to nearby features of concern
Septic	FDOH	Proximity to nearby features of concern
Archeological	various	Proximity to nearby features of concern
RampNearby	FWC	Distance to nearest
Navigation	FWC	Required navigation depths close to shore
RoadNearby	FDOT	Proximity to nearby features of concern
PublicUse	County parcel data	Proximity to public use parcels
Erosion_Rate	USGS CVI	Relative rate of erosion
Fetch	USGS Waves model	Relative wave climate
SLR_Rate	USGS CVI	Relative rate of sea level rise
Bathymetry	FWC (Geonex)	Relative comparison of nearshore depths

# Existing Marsh



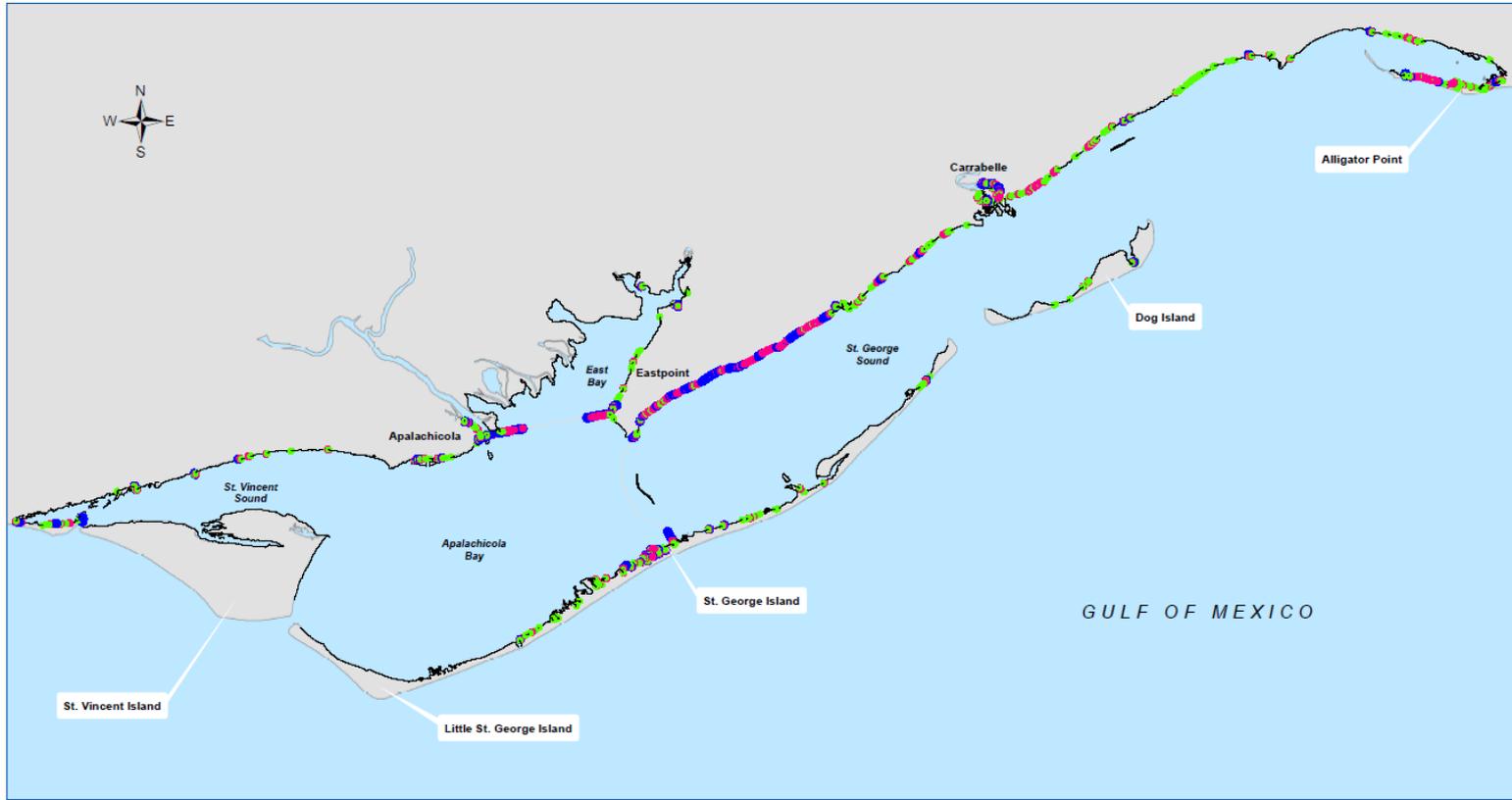
Data Sources: Florida Department of Environmental Protection, Florida Fish and Wildlife Conservation Commission, and National Oceanic and Atmospheric Administration



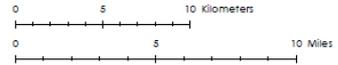
ecology and environment, inc.  
Rural Environmental Specialists

SHORELINE HABITATS AND RESILIENT COASTS  
FIGURE 1-1 - PROXIMITY TO EXISTING MARSH

Apalachicola Bay, Florida



Data Sources: Florida Department of Environmental Protection, Florida Fish and Wildlife Conservation Commission, Florida Department of Transportation, and National Oceanic and Atmospheric Administration

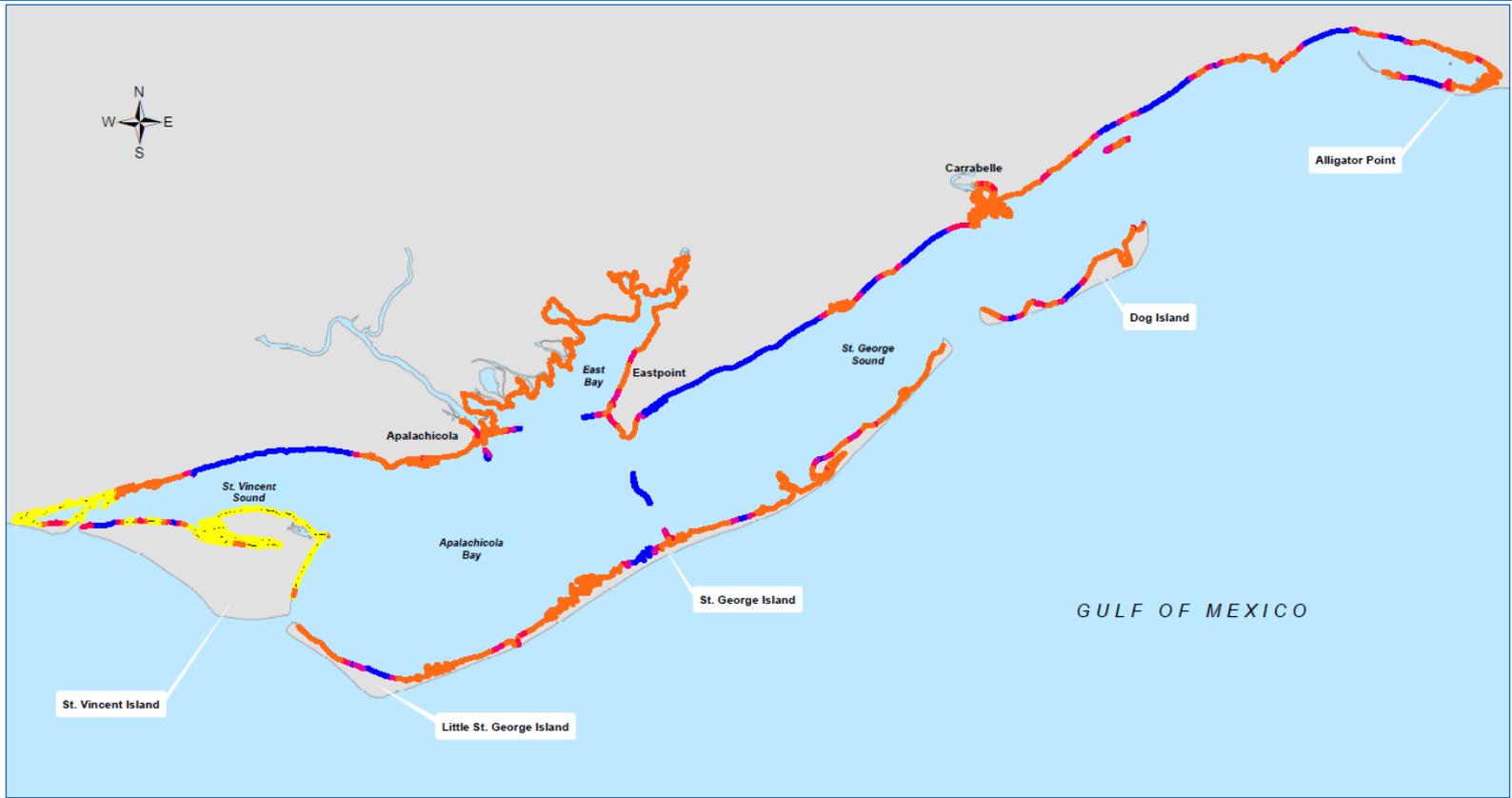


Ecology and Environment, Inc.  
 Global Environmental Specialists

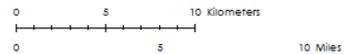
SHORELINE HABITATS AND RESILIENT COASTS  
 FIGURE 1-9 - PROXIMITY TO ROADS

Apalachicola Bay, Florida

# Habitat Need (Ecological Resiliency)



Data Sources: Florida Department of Environmental Protection, Florida Fish and Wildlife Conservation Commission, and National Oceanic and Atmospheric Administration



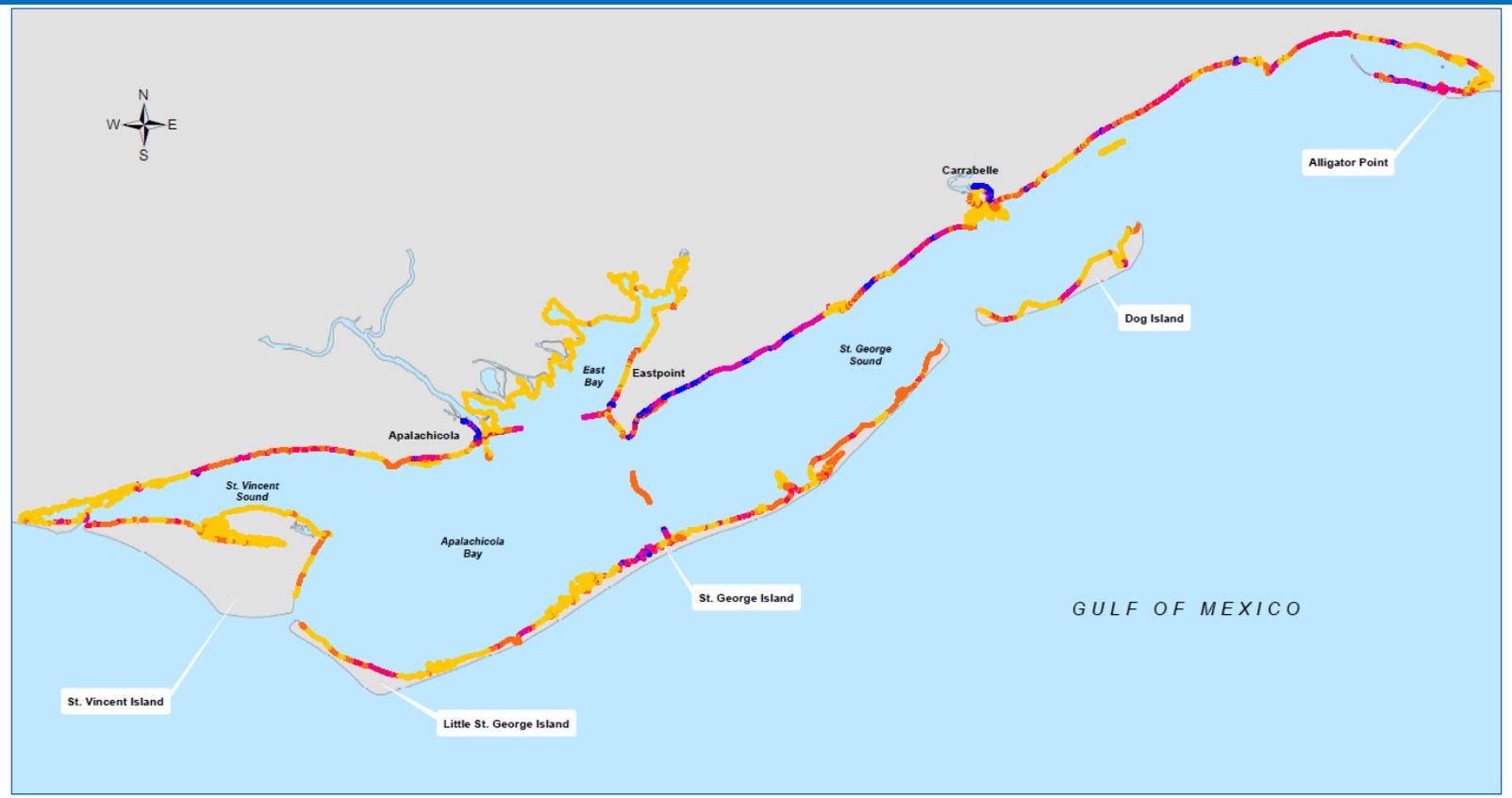
ecology and environment, inc.  
Global Environmental Specialists

SHORELINE HABITATS AND RESILIENT COASTS

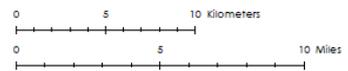
FIGURE 2-1 - HABITAT NEED

Apalachicola Bay,  
Florida

# Community Resiliency (Human Infrastructure)



Data Sources: Florida Department of Environmental Protection, Florida Fish and Wildlife Conservation Commission, and National Oceanic and Atmospheric Administration

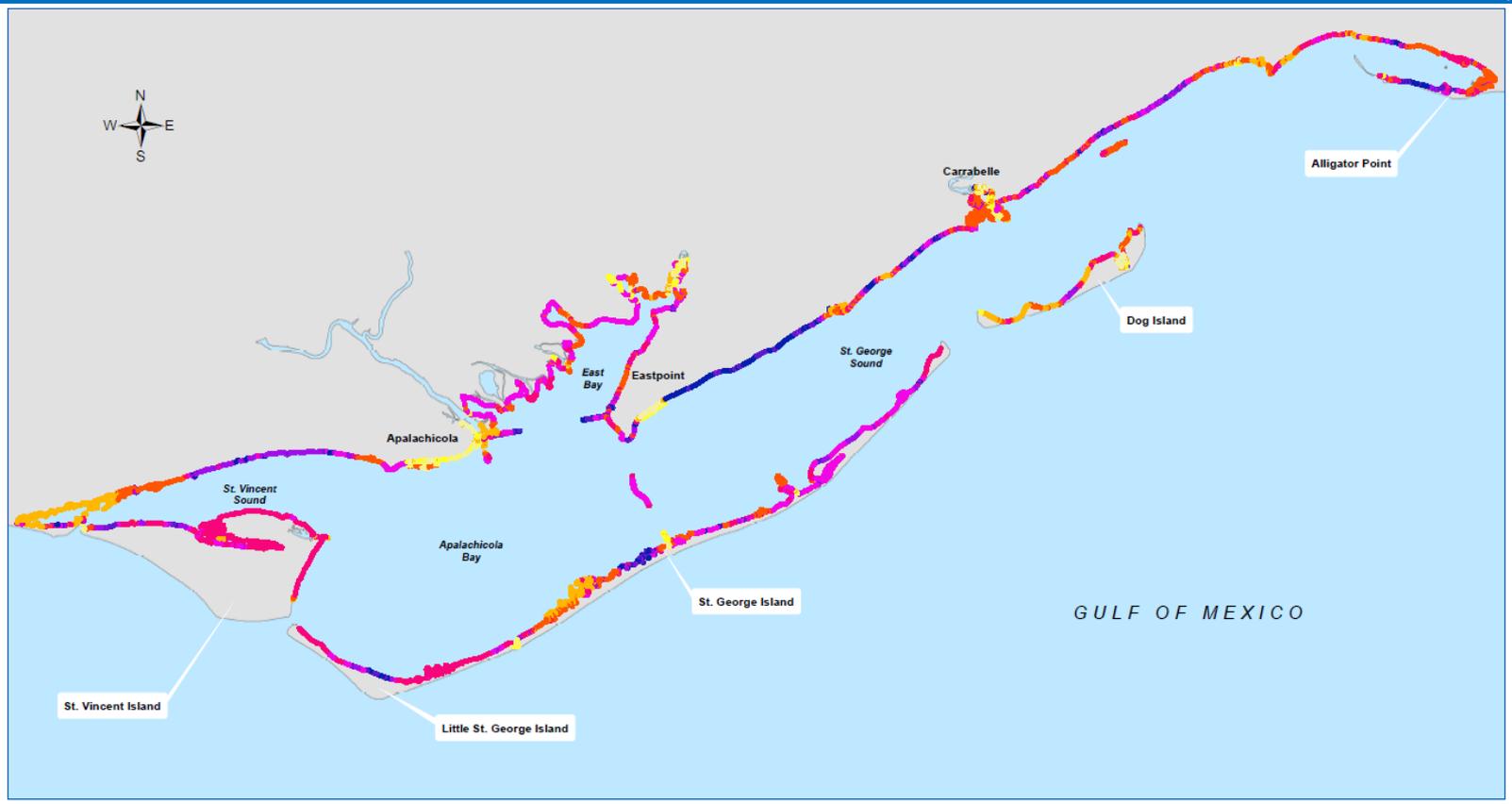


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Global Environmental Specialists

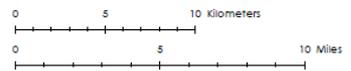
SHORELINE HABITATS AND RESILIENT COASTS  
FIGURE 2-3 - COMMUNITY RESILIENCY

Apalachicola Bay, Florida

# Composite Analysis (All Factors Combined)



Data Sources: Florida Department of Environmental Protection, Florida Fish and Wildlife Conservation Commission, and National Oceanic and Atmospheric Administration

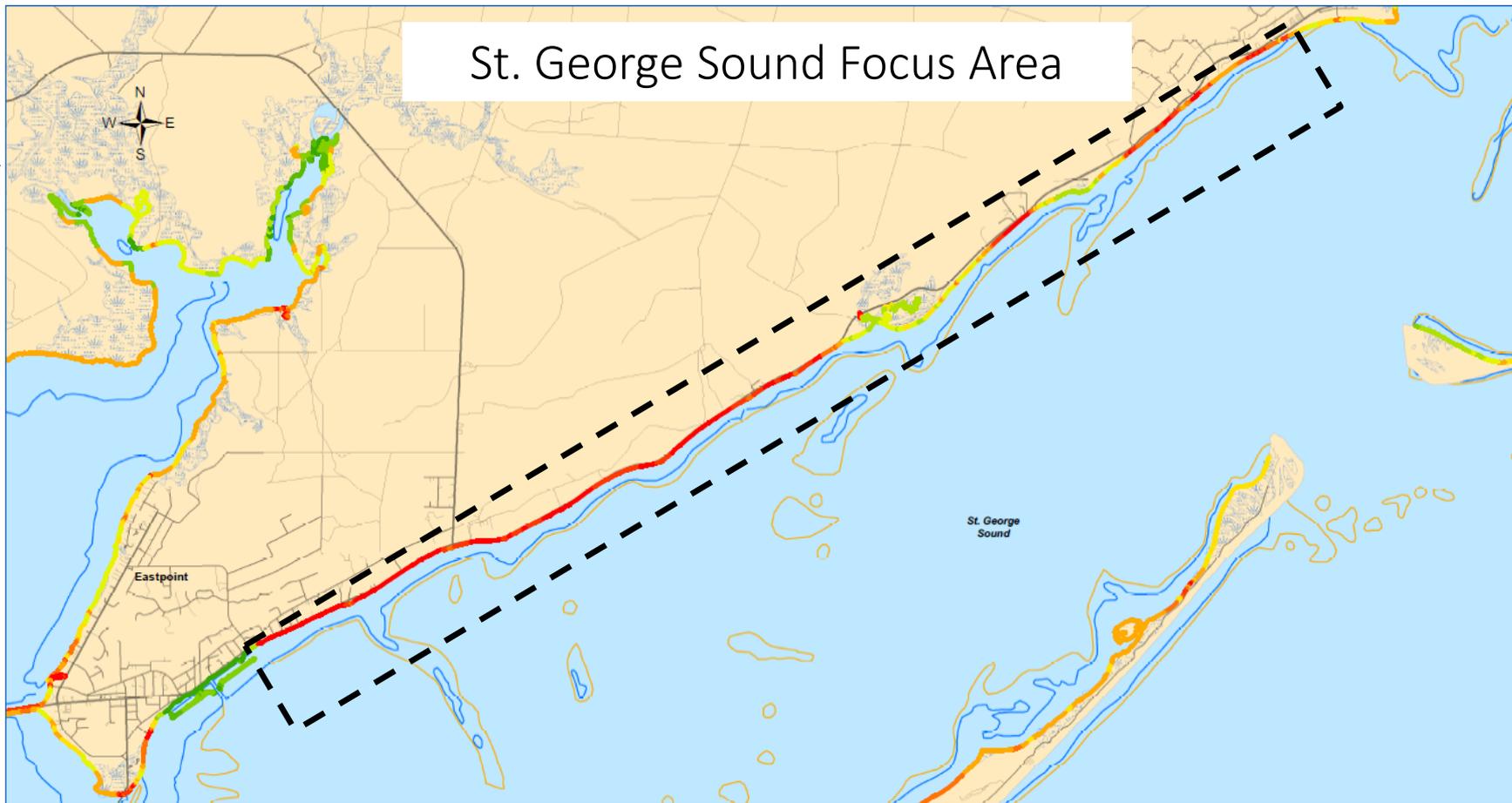


ecology and environment, inc.  
Global Environmental Specialists

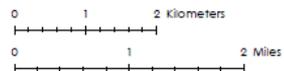
SHORELINE HABITATS AND RESILIENT COASTS  
FIGURE 3-1 - COMPOSITE ANALYSIS (WEIGHTED SUM)

Apalachicola Bay, Florida

# St. George Sound Focus Area



Data Sources:



Ecology and Environment, Inc.  
Global Environmental Operations

SHORELINE HABITATS AND RESILIENT COASTS  
ST. GEORGE SOUND FOCUS AREA

Apalachicola Bay,  
Florida





Before Hurricane Michael ↑



After  
Hurricane  
Michael

Pier at Gramercy Plantation





Marsh

Pier

**Captured Sediments**



**Marsh**



**Pier**



# Next Steps

- Get stakeholder input
  - DEO Community Planning Technical Assistance Grant (5 meetings)
  - Continued stakeholder engagement throughout project
- Seek funding opportunities
  - FDEP Florida Coastal Management Program (\$125K for conceptual planning)
  - NFWF Coastal Resilience Fund (\$125K for preliminary design/permitting)
  - Deepwater Horizon, NOAA, NFWF, and/or other for final design and construction

# Potential Project Partners

- Franklin County (protection of public infrastructure, job creation)
- Apalachee Regional Planning Council (coastal resiliency)
- FDOT (protection of Hwy 98)
- Property owners (shoreline stabilization, better fishing)
- Seafood industry groups (job creation, spawning grounds)
- FDEP (water quality, habitat, coastal resiliency)
- FWC (fish and wildlife habitat)
- FDACS (increased spawning grounds)
- NFWFMD (water quality)
- USFWS (habitat)
- NOAA/ANERR (habitat, water quality, outreach, etc.)
- FAMU and FSU (research opportunities)
- Conservation Corps of the Forgotten Coast (job training)
- Environmental NGOs (e.g., The Nature Conservancy, Apalachicola River Keeper, etc.)



**Imagine the Possibilities**



# Questions?

Rick Harter

[rharter@ene.com](mailto:rharter@ene.com)

(850) 591-6957



**ecology and  
environment, inc.**  
Global Environmental Specialists

## Supplemental Slides

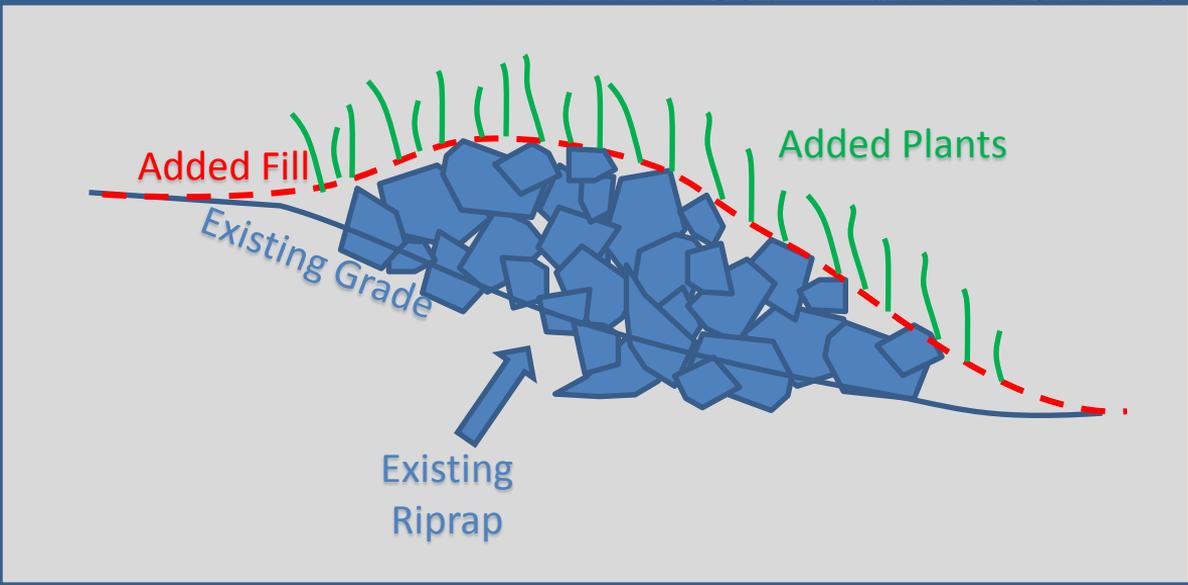
# Search Distances and Scores

Theme	Distance Thresholds (meters)			Scores			
	Near	Mid	Max	Within Near	Near-Mid	Mid-Max	Beyond Max
Marsh	250	500	750	0	1	2	5
Boat Ramps	50	100	5000	0 (Likely Interference)	1 (Possible Interference)	3 (Best Case)	2 (Very far)
Roads	20	40	60	3	2	1	0
Buildings	50	75	100	3	2	1	0
Septic Systems	25	50	100	3	2	1	0
Petroleum Tanks	50	100	150	3	2	1	0
Slope (Erosion)	N/A	N/A	N/A	Over 65°=3	56°-65°=2	46°-55°=1	45° or less=0
Erosion Risk (CVI)	N/A	N/A	N/A	Relative Erosion Risk (CVI Score)			
SLR Rate	N/A	N/A	N/A	Predicted Rate of SLR in mm/yr (range= 2.4 - 2.8)			
Public Use	150			3			0
Critical Facilities	100	250	500	3	2	1	0
Archeological Areas of Interest	20	40	60	3	2	1	0
Navigation Channels	50	200	5000	-50	-20	1	0
Bathy3ft	50	100	150	-1	1	2	3
Bathy5.9ft	100	200	300	0	1	2	3
Fetch	N/A	N/A	N/A	High=2	Med=1	Low=0	N/A

# Weighting Factors

Phase 1 Analysis	Weighting Factors (Phase 2 Analysis)					
	Accessibility (By the Public)	Habitat Need (For Fish/Wildlife)	Community Resiliency (i.e. Stabilization Need)	Suitability (i.e., Likelihood of Success)	Constructability	Composite (Weighted Sum)
<b>Marsh</b>		<b>3</b>	<b>1</b>	<b>-1</b>		<b>1</b>
<b>Boat Ramps</b>	<b>1</b>				<b>1</b>	<b>2</b>
<b>Roads</b>	<b>1</b>		<b>3</b>		<b>3</b>	<b>5</b>
<b>Buildings</b>			<b>1</b>			<b>1</b>
<b>Septic Systems</b>			<b>1</b>			<b>1</b>
<b>Petroleum Tanks</b>			<b>1</b>			<b>1</b>
<b>Slope (Erosion)</b>			<b>2</b>			<b>1</b>
<b>Erosion Risk (CVI)</b>		<b>1</b>	<b>1</b>			<b>2</b>
<b>SLR Rate</b>		<b>1</b>	<b>1</b>			<b>2</b>
<b>Public Use</b>	<b>1</b>		<b>1</b>		<b>1</b>	<b>3</b>
<b>Critical Facilities</b>			<b>2</b>			<b>1</b>
<b>Archeological Areas of Interest</b>			<b>1</b>			<b>1</b>
<b>Navigation Channels</b>					<b>1</b>	<b>1</b>
<b>Bathy3ft</b>				<b>1</b>	<b>1</b>	<b>2</b>
<b>Bathy5ft</b>				<b>1</b>	<b>1</b>	<b>2</b>
<b>Fetch</b>			<b>1</b>	<b>-1</b>		<b>0</b>

Existing structures could be enhanced

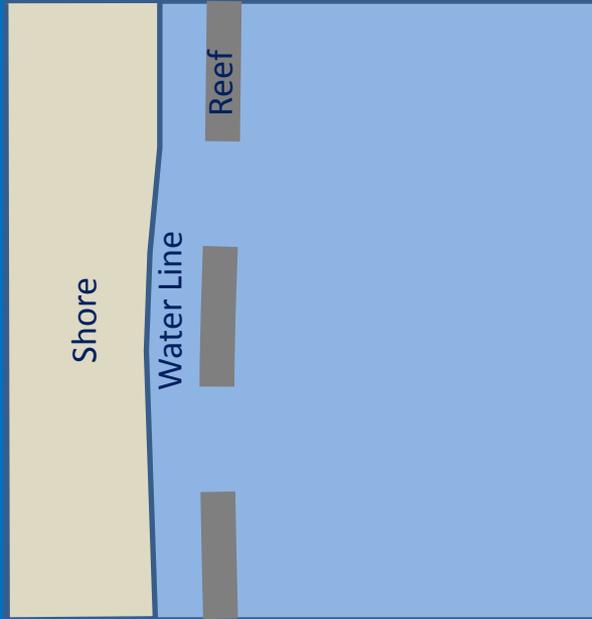


Artificial  
reefs and  
marsh  
could be  
used

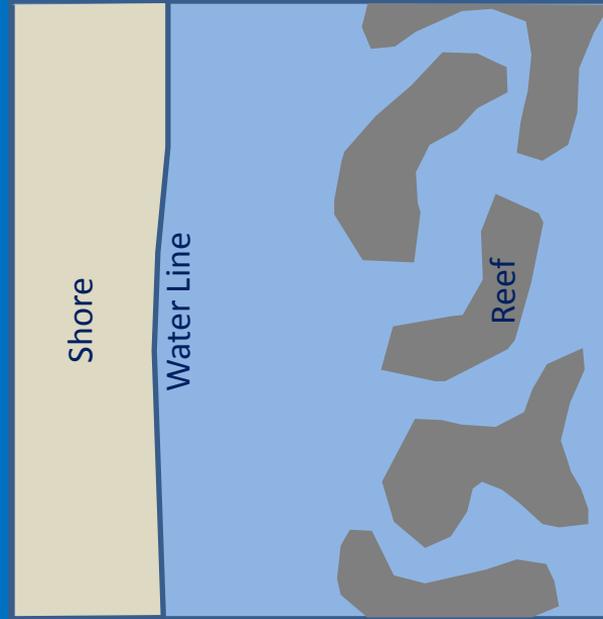


# Not your Typical Living Shoreline

Typical Layout



Innovative Layout





RESTORE Coordinator Report  
July 2, 2019

1- Inform the Board that USACOE personnel met with Commissioner Jones, Michael Moron, and Alan on June 19 in Eastpoint to review the Eastpoint Channel project. Commissioner Massey could not make the meeting but we informed him of the outcome by telephone. During the week of June 24-28, the USACOE returned to the Channel and took core borings to determine the amount of material to be dredged from the channel. The disposal area will be a 26 acre marsh to be created on the outside of the breakwater. The breakwater will have a hard border so that the spoil does not drift back into the channel. On paper the channel is 100 feet wide by 8 feet deep, from Barbers Seafood on the east to the county boat ramp on the west, and then the T going out into the open waters of the Bay. The USACOE believes it can accomplish the dredging with the money authorized by Congress, which is \$2M, so at this time the Corps does not need any of the county's Consortium funds for the Eastpoint project.

The Corps does not have a congressional allocation to dredge the Two Mile Channel so for that they will need Consortium funds. During the week of June 24-28 they assessed the Two Mile Disposal area and will report back to the county staff regarding what they think it will take to get that ready for re-use. The most likely scenario is for the county to provide the Corps the funds and let the Corps be in charge of hiring a contractor to rebuild the Two Mile Disposal site, and we would use Consortium funds to do that. The Board has previously indicated the ARPC will be the managing agent for Consortium projects so the Board needs to complete the contract with the ARPC.

The Corps thinks it is realistic to be dredging the Eastpoint Channel within 12 months, which would be June of 2020, and then follow with the dredging of the Two Mile Channel while the dredge is in the area.

2- Inform the Board that Alan did not reach an agreement with the owner of the property at the intersection of Tom Roberts and Alligator Drive regarding the acquisition of a path to straighten out the curve going on to Tom Roberts. After consulting with Mr. Shuler on the risks associated with an eminent domain proceeding, Alan has advised Dewberry Engineers that the road will have to be built back in its original configuration. The main risk is that Mr. Shuler believes it is possible a judge would rule the county would have to acquire the entire parcel, and not just a right of way. Alan had intended to use funds out of the Bald Point Trust Fund to pay for a right of way, but there is not enough money in the trust fund to pay for the entire parcel, which also has a house. The owner of the property has advised Alan that he has sentimental value to the property and does not want to sell any of it. Commisisoner Boldt may have additional comments.

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

1. At your June 18<sup>th</sup> meeting the Board directed me to schedule a Workshop to discuss the new facility construction project at Weems Memorial. After conferring with the necessary attendees and reviewing the available dates for this meeting room, the best and soonest date is Monday July 8<sup>th</sup> at 2:00 p.m. (ET). Scheduled to attend is the Clerk's Finance Office, Mr. Joe Bynum (TRO Jung | Brannen, the project's architect), SheNeena Forbes (USDA), H. D. Cannington (CEO) along with the Weems Board of Directors, and Dr. Conrad (ER Doctor). Unfortunately, Mr. Nick Hill (Adams Consulting) is unable to attend due to a scheduling conflict, however he would like to schedule a conference call with staff, prior to the workshop, to be updated on the project and offer any assistance that he can. The main purpose of the workshop is to decide a budget and a scope for the new facility construction project. **Board action** to authorize this workshop.
  
2. The county's insurance carrier is handling the replacement of the roof at Weems Memorial Hospital. In order to stay within the insurance limitations for the repair, it would be beneficial for the county to allow for the debris from the demolition of the existing damaged roof to be accepted by the landfill without the assessment of tipping fees as this is a county owned building. **Board action** to agree to waive the tipping fees for the storm related roof demolition debris from the county owned Weems Memorial Hospital.
  
3. At your last meeting I asked the Board to consider providing me with some assistance with my role as County Liaison to Weems Memorial. As I explained at the last meeting, there are multiple Weems facility capital projects, such as the replacement roof on the current hospital building, that requires direct Board supervision, so the Board suggested that I present a proposal at this meeting. I propose that the Board authorize a change in the current status of the Interim Plant Operations Director, Ms. Nikol Tschaepe, from an employee that is supervised by the Hospital CEO and Board of Directors, to an independent contractor that reports directly to the Board of County Commissioners and me. She will remain the hospital's Plant Operation Director, therefore collaborating with the Hospital CEO regarding facility and safety issues and her other current duties. On special capital projects, Ms. Tschaepe will also coordinate with the appropriate architects, contractors, etc., and will serve as the Assistant County Liaison to Weems, which may include attending Directors meetings and assisting me with issues beyond plant operations. Mr. Joe Bynum, your architect of record for the new facility project, sent an email stating that based on his review of her education and work experience, she could fill the role of the USDA Project Representative (attached) for the new facility project. I feel the USDA requirements are equal to or exceeds any other project that Ms. Tschaepe would be overseeing for the county. I have forwarded this email along with other pertinent information to Attorney Shuler with the anticipation that the Board

will proceed with this request today and a contract would be completed and signed before the July 8<sup>th</sup> workshop. As it relates to the contract amount, her current salary at Weems is \$55,000 plus benefits, so I recommend a one-year contract for \$60,000, with a second-year renewal clause. This contract should be funded from the Weems **Operational funds**, not from the Capital Reserves funds, that Weems receives from the Health Care One Cent Sales Tax. Furthermore, I suggest that this Board sends a directive to the Hospital CEO, that a similar hospital employee position is not created or funded. If the Board proceeds with this proposal today, a separate motion is needed to authorize Mr. Bynum to send Ms. Tscheape's information to USDA for their approval, to allow her to serve as the Project Representative. **Board discussion/action.**

4. Attached to my report is a copy of the CareerSource Gulf Coast 2019-2020 budget. Mrs. Kim Bodine, CareerSource Gulf Coast's Executive Director, has explained at prior meetings that it is a State requirement to present the budget to all of the counties served by her agency every year. There is a significant increase in her budget, over 300%, due to the funding for the WIOA National Dislocated Worker Grants. This is the program that has allowed residents that lost their jobs or are otherwise displaced due to Hurricane Michael to be hired and placed in jobs that assist Franklin, Gulf and Bay counties along with the cities located in each of those counties. **Board action** to approve CareerSource Gulf Coast's 2019-2020 budget.
5. Mrs. Kim Bodine has also requested that the Board re-appoint Mr. Ted Mosteller to another three-year term on the CareerSource Gulf Coast Workforce Board representing the private sector. Mr. Mosteller current term expired yesterday; however, he meets the state and federal law for membership and has expressed an interest in continuing his service on this board. **Board action.**
6. As I explained at your May 21<sup>st</sup> meeting, Mr. Mark Curenton, your County Planner would be working on the updated Land Use Plan for the Fort Coombs Armory and the surrounding property, which is required every ten years. The updated plan states that the building will be used as it has been for the past ten years and the county will continue to see funding to bring the building up to current codes. Attached to my report is the updated plan. **Board action** to approve and submit to the State the updated Land Use Plan for Fort Coombs Armory and the surrounding property.
7. The Florida Department of Transportation notified the county that, due to additional funds being appropriated by the Legislature, they are accepting two additional SCOP applications and two additional SCRAP applications at this time. The deadline for applying is July 15. Based on the criteria for each program it is suggested that the two SCOP applications be (1) repairs to the Timber Island Bridge and the Highway 67 bridge over the Crooked River and (2) paving the unpaved portion of Mill Road that was cut from the former project due to lack of funds. The one identified SCRAP project is to complete the widening and paving of Highway 67. We have not identified another

potential SCRAP application at this time. **Board action** to authorize submittal of the SCOP and SCRAP applications.

8. It was learned from the Florida Department of Transportation that there might be funds available through the Federal Highway Administration to repair the hurricane damage to CR 30A west of Apalachicola. These funds are available because CR 30A is a Federal aid road. **Board action** to authorize the County engineers to prepare a Detailed Damage Inspection Report on the damaged sections of road and submit it to FDOT.
9. Informed the Board that I received a two-week notice of resignation from one of the Planning and Zoning permit clerks. Due to the current staff shortage in that office, I proceeded with advertising the vacant position to other county offices and I concurrently advertised the vacancy on the county's website and in The Times. The deadline for application submission is Thursday July 11<sup>th</sup>. **Board action** to ratify advertising the vacant position, both with county departments and as a public advertisement.
10. Attached to my report are documents from Ms. Portia Sapp, Director of the Division of Aquaculture of Florida's Department of Agriculture and Consumer Services. These documents "have been generated as part of the review process for new aquaculture lease applications submitted to the Florida Department of Agriculture and Consumer Services, Division of Aquaculture." The Department is currently processing the applications as required by Chapter 253, Florida Statutes. The county has the opportunity to provide comments on and/or to concur with or object to the proposed projects by email or mail before July 20, 2019. These comments will be used in the Department's evaluation of the proposed applications and activities and the proposed project may be modified as processing of the applications proceeds. Forward me your comments before July 20<sup>th</sup> so they could get to Ms. Sapp in time.
11. As the Board may be aware the Florida Legislature appropriated \$65 million of the Hurricane Housing Recovery Program (HHRP) for the SHIP-eligible local governments affected by Hurricane Michael. Of that \$65 million Franklin County is scheduled to receive \$1.235 million. Currently, Ms. Lori Switzer is working with Florida Housing on finalizing a Funding Agreement and local strategies that will allow the county to spend these funds. Ms. Switzer plans to be at your first meeting in August to seek Board action for the approval of the agreement and strategies. She may contact you individually to discuss this project further before then.
12. Board action to ratify the Chairman's signature on a Certificate of Acceptance (COA) form for a \$45,574.00 Office of Criminal Justice Grant for the Sheriff's Office Drug Investigations Officer. The document was overdue at the State Office and prevented the Sheriff's Finance Office from proceeding with the grant and accessing the funds. **Board action.**

13. Inform the Board that the Chairman, Mrs. Pam Brownell (Emergency Management Director), I met with Ms. Catherine Stempien, President of Duke Energy Florida and Danny Collins, Duke's Community Relation Specialist to discuss storm preparations, exchange information, and review concerns. Representatives from each city and the Chamber of Commerce also attended the meeting. One concern I expressed to the Duke representatives is, in case of any major outages to the County, the number one priority is to restore power to Weems Memorial as there is not a generator that will run the entire facility. We also discussed new possible staging areas, the importance of Duke representatives during recovery, and the importance of two way communication.
14. Currently, Commissioner Jones serves as the County's representative on ARPC's Transportation Disadvantage local coordinating board. There is a vacant seat on that Board for another appointee, so is the Board willing to appoint another Commissioner to that vacant seat in case Commissioner Jones is unable to attend one of the quarterly meetings? **Board discussion/action.**
15. For Board information, staff received an June 28<sup>th</sup> FDOT press release that states *"Drivers will encounter traffic disruptions on the following state roads in the Big Bend area as crews perform construction and maintenance activities. In preparation for the Independence Day Holiday weekend, there will be no lane closures or other activities that impede traffic on state roads from 9 a.m. CST Wednesday, July 3 to 12:01 a.m. CST Monday, July 8."* One of the state roads referred to in the quote is U.S. 98 in Franklin County.
16. Inform the Board that Bay scallop season started yesterday, July 1<sup>st</sup> and will continue until Tuesday September 24<sup>th</sup>. FWC asked that scallop shells are not discarded in inshore water commonly used for recreational activities. For additional information on bag limits and other regulations visit [MyFWC.com/Fishing](http://MyFWC.com/Fishing) and click on "Saltwater Fishing," "Recreational Regulations" then the "Crabs, Shrimp and Shellfish" tab.

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

Tori White ([Tori.White@usace.army.mil](mailto:Tori.White@usace.army.mil))

#### **National Marine Fisheries Service**

Joe Heublein ([Joe.Heublein@noaa.gov](mailto:Joe.Heublein@noaa.gov))

#### **Board of County Commissioners**

Franklin County Board of County Commissioners

**Activity:** Aquaculture Submerged Land Leases

**Date:** June 19, 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 July 19, 2019.**

## **Aquaculture Water Column Leases in Franklin County**

**REQUEST:** Approval to issue two, 5-acre, ten-year sovereignty submerged land aquaculture lease to authorize use of the full water column.

**VOTING REQUIREMENT FOR APPROVAL:** Three votes

**LOCATION:** St. George Sound, Franklin County, Florida

**APPLICANTS:**       **John C. Turner**  
                              **Krista Nicole Miller**

**CONSIDERATION:** An annual fee of \$217.30 for each 5-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 5 acres in size and are located in Apalachicola Bay 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 Bay Aquatic Preserve and the Apalachicola National Estuarine Research Reserve. FDACS has reviewed the applications 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 requirement to obtain a permit from the USCG for Private Aids to Navigation will be a special condition of the lease. 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 proposed gear is authorized under the FDACS general permit from the Army Corps of Engineers.

**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 Leases in Franklin County



Proposed Leases in Franklin County



**Division of Aquaculture  
Aquaculture Parcel Resource Assessment  
Franklin County  
2/14/19**

**Introduction**

Division of Aquaculture staff completed a resource assessment for proposed aquaculture leases on February 14, 2019. The applicant, Ms. Miller was also present for the assessment, along with Jon Brucker from the Apalachicola Bay Aquatic Preserve. This area is adjacent to three individual leases, that were just approved for Paul Polous. The initial coordinates were amended to maximize acreage and be directly adjacent to recently approved leases.

**Site Location**

The proposed sites are located within the Approved Shellfish Harvesting Area 1611 (Figure 1). The sites are within St. Vincent Sound and near 9-mile Road.

Proposed area corners:

NW Corner: 29.712243 / -85.120694

NE Corner: 29.712847 / -85.117961

SW Corner: 29.710909 / -85.120306

SE Corner: 29.711513 / -85.117573

**Site Inspection**

The proposed lease sites encompass approximately 10 acres. Corner markers were established using the GPS coordinates amended by FDACS staff (Figure 2). The site assessment was conducted during a mid, rising tide. Visibility from the surface was poor and you could not see the bottom. The site sediment consisted of soft, thick mud throughout the entire plot. The assessment was conducted by boat utilizing polling. Four transects were conducted around the perimeter and two center transects corner-corner. Depths during the assessment ranged from 6.5 to 7 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 present. The Northwest corner bottom type started to change as you moved outside of the perimeter, to a firm sand and shell mix.

**Recommendations:**

After review of the pertinent information, the Division recommends approval of the proposed areas. These sites were determined to be suitable for the proposed activity from a resource management perspective. Navigation and recreational activity do not look to be a hindrance. The sites meet 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 critical habitat for Gulf Sturgeon, but the applicant proposes to use floating cages, which are authorized within Gulf Sturgeon

critical habitat. The proposed areas are greater than 1,000 feet from the shoreline and 200 feet from an adjacent historical oyster bar and shell planting site. Division staff could make an accurate assessment of the proposed lease areas as well as adjacent areas.

Figure 1. Location of Proposed site in Apalachicola Bay.

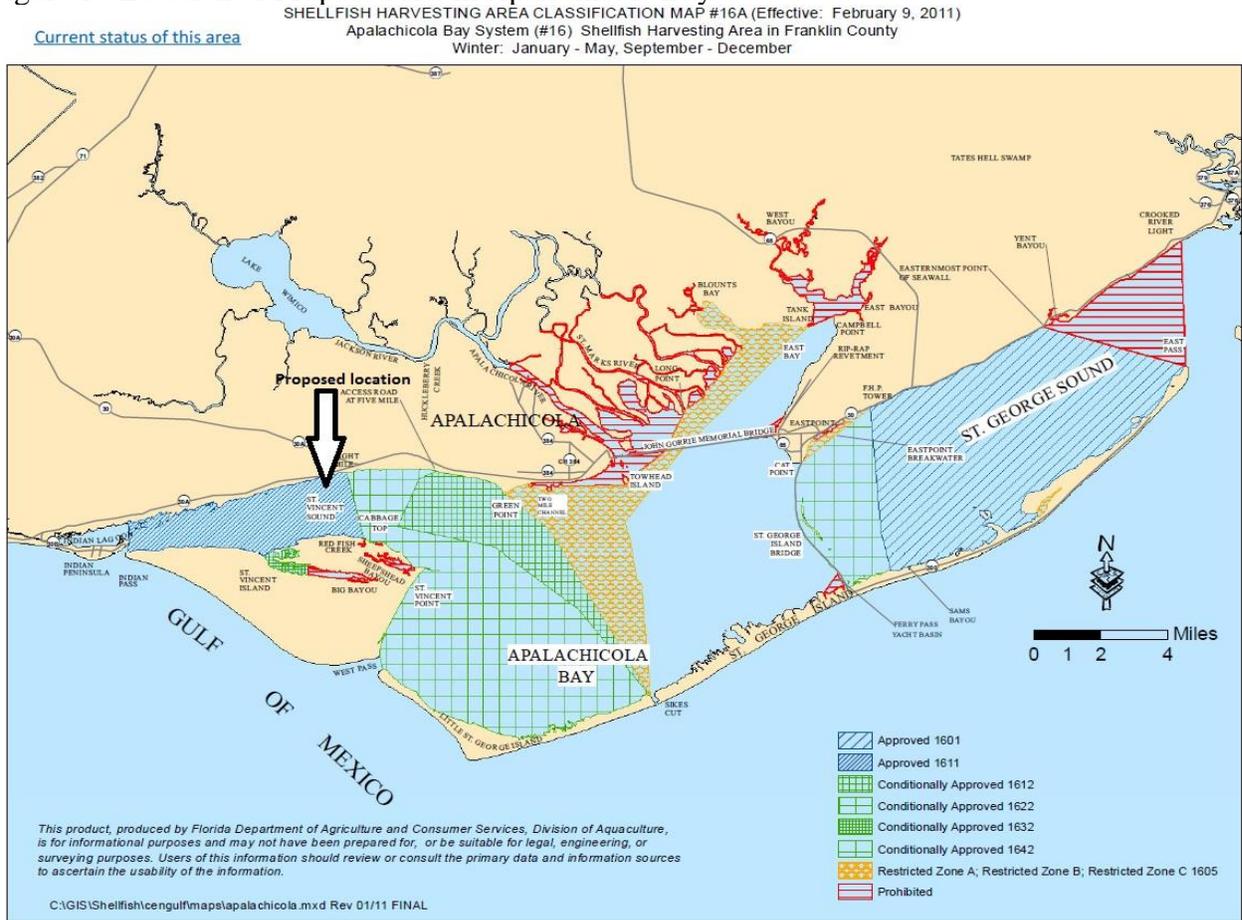


Figure 2. Original lease coordinates (in yellow), with the amended lease site coordinates (in red) and location in relation to the recently approved 3, 5-acre parcels (green).





Florida Department of Agriculture and Consumer Services  
Division of Aquaculture

**APPLICATION FOR A STATE-OWNED SOVEREIGNTY  
SUBMERGED LAND AQUACULTURE LEASE**

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

Application No. \_\_\_\_\_ (Official Use Only)

Please Type or Print Legibly

**PART I - Applicant Information**

Name: John C. Turner

Company Name: \_\_\_\_\_

Lease Title: 10 Mile Lease

Aquaculture Certificate of Registration Number: \_\_\_\_\_

Address: 431 Brownsville Road

City: Apalachicola State: FL Zip: 32320

Telephone Number: 850-653-6574 Fax Number: \_\_\_\_\_

E-Mail Address: turnerjo@leoncountyfl.gov

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

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

I am a 3rd generation commercial oyster harvester from Apalachicola Bay. My family has owned/operated oyster houses for several decades in Apalachicola, Florida. I currently hold a certificate of achievement for the shellfish harvester training course and plan to renew my AP/SPL license for 2019. I have friends in the oyster farming project at Alligator Harbor and I stay in communication with them and plan to duplicate their successful farming techniques.

**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 see map

Parcel # see map 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

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

County Franklin

Water body Apalachicola Bay

Size of Proposed Lease Area 10 acres

Shallowest water depth at mean low water 2 feet

Deepest water depth at mean low water 6 feet

Average tidal range in area 2 feet

Shellfish Harvesting Area (SHA) 1611

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.

Access can be obtained from a County Road located at 8 mile located in Western Franklin County, Florida.

Approx. distance to nearest shoreline 600 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>2942.4841 North</u>	<u>8507.3244 West</u>
SE	<u>2942.4070 North</u>	<u>8507.3207 West</u>
NW	<u>2942.4596 North</u>	<u>8507.4317 West</u>
SW	<u>2942.4013</u>	<u>8507.4299</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.).

a composition of sand/mud. No natural grasses. No existing oyster beds. This area was recently approved for full use water column oyster farming for Apalachicola Oyster Company.

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](mailto: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.).

The recent site approval for Apalachicola Oyster Company, personal knowledge that the area is a pristine area to grow quality, select oysters. There will be no detrimental impact as a result of oyster farming on this site, in fact there will be an improvement in water clarity and quality.

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

very limited recreational fishing. hopefully additional sites in the close proximity approved for oyster farming

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).

No negative impacts to fish habitat, threatened or endangered species, or natural resources.

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

I feel oyster farming will improve the overall water quality and ecology of Apalachicola Bay. The public oyster bars have been depleted to the point that oyster harvesters can't provide an income for their families. By allowing the implementation of oyster farming it could provide an alternative method of oyster production and allow the natural bars an opportunity to rebuild. In addition, locally grown oysters would keep Apalachicola Bay oysters in the market place for public consumption and reduce loss of market share to imported oysters.

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).

N/A at this time

**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.

purchase of triploid spat from certified nurseries, primarily Apalachicola Oyster Company, however other certified nurseries will be utilized if necessary. grown out in floating cages/bags (oyster gro system) using a long line system. Wire cages containing vexar (plastic) mesh bags ranging in sizes from 2 millimeters to 23 millimeters. floats constructed of poly/plastic or UV stable high density foam. Heavy duty shock cord will be used to tether the cages/bags together. Culling and tumbling procedures will be used to produce single, deep cup half-shell, select oysters

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	$70,000 \text{ per acre} \times 10 = 700,000$ , 50% mortality = 350,000 at harvest
Year 2	2% increase $71,400 \times 10 = 714,000$ , 50% mortality = 357,000 at harvest
Year 3	2% increase $73,000 \times 10 = 730,000$ , 50% mortality = 365,000 at harvest
Year 4	2% increase $75,000 \times 10 = 750,000$ , 50% mortality = 375,000 at harvest
Year 5	2% increase $76,500 \times 10 = 765,000$ , 50% mortality = 382,500 at harvest
Year 6	2% increase $78,000 \times 10 = 780,000$ , 50% mortality = 390,000 at harvest
Year 7	2% increase $80,000 \times 10 = 800,000$ , 50% mortality = 400,000 at harvest
Year 8	2% increase $81,500 \times 10 = 815,000$ , 50% mortality = 407,500 at harvest
Year 9	2% increase $83,000 \times 10 = 830,000$ , 50% mortality = 415,000 at harvest
Year 10	2% increase $85,000 \times 10 = 850,000$ , 50% mortality = 425,000 at harvest

Describe the supply source of seed stock or rock products.

primarily triploid spat purchased from certified nurseries/hatcheries. Apalachicola Oyster Company will be my first choice for seed stock due to them having world famous Apalachicola Bay DNA, which is the best tasting oyster in the world. Depending on availability, other certified nurseries would be utilized to keep up with production.

Describe the distribution of the product after harvest.

Single, deep cup select oysters to be harvested and sold to Apalachicola Oyster Company and other certified dealers in Franklin County.

#### **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.).

cages are made of heavy 8G wire mesh, approx. 68" long X approx. 40" wide. floats for cages are made of UV stable plastic. floating bags are made of heavy gage vexar, approx. 40" long X 20" wide. floats for the cages are made of UV stable high density foam and are attached to the bags with heavy duty UV stable zip ties. cages and bags are tethered with heavy duty shock cord. Shock cord to be attached to piling or anchors to keep cages/bags in place. Brands in consideration are Oyster Gro, Zapco, and Flo N Grow. Cages/bags to be flipped weekly to prevent fouling and loss of water flow.

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.

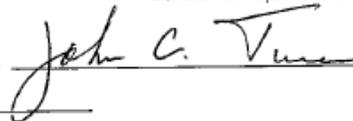
metal tags containing lease holder information to be attached to cages/bags. At end of life cycle of cages/bags they will be properly disposed of according to local landfill requirements.

Additional Information

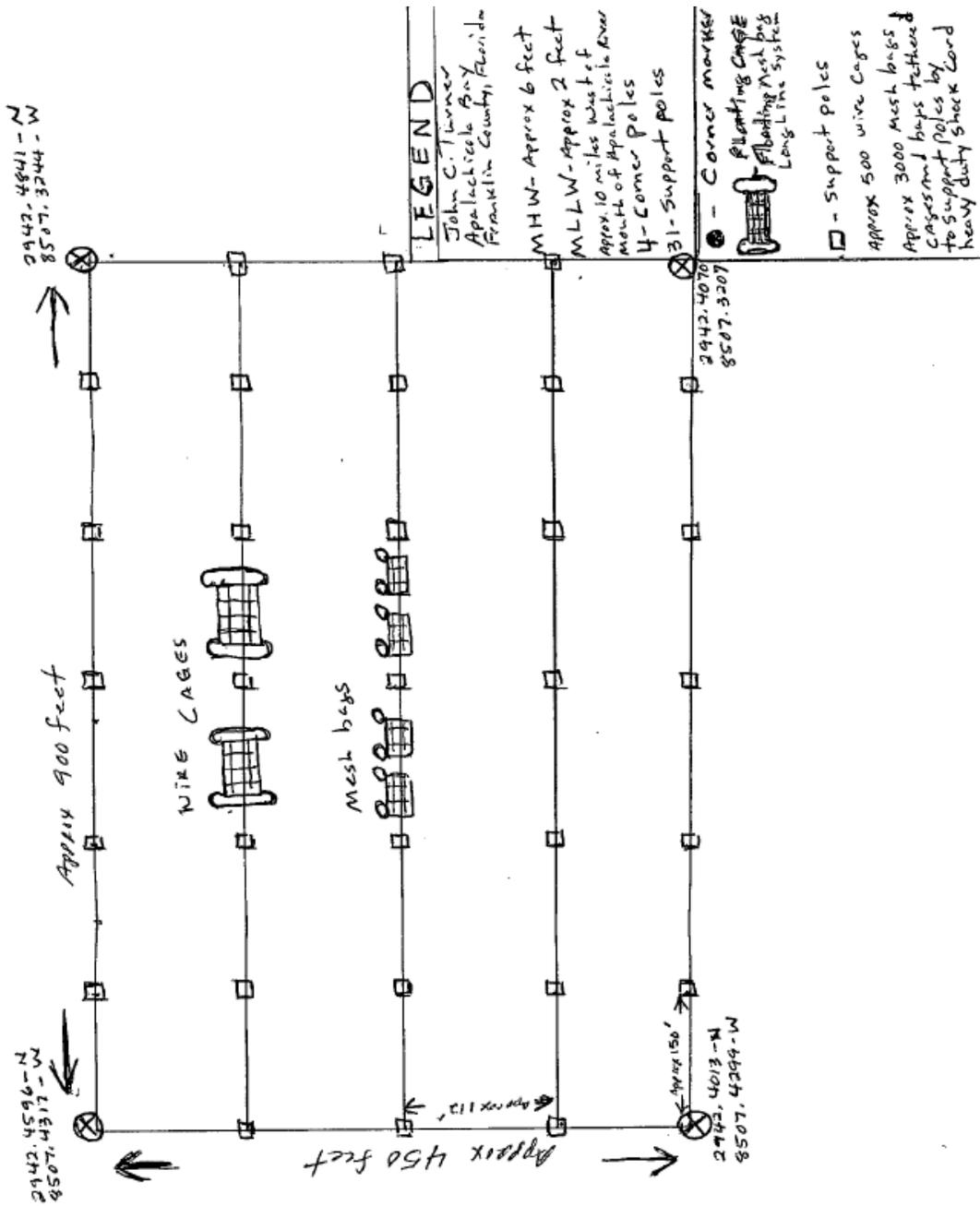
- I understand prior to signing the lease agreement, it is my responsibility to read and comply with all terms and conditions of the lease agreement.
- I understand that upon final approval of a new lease area, I will be responsible to provide two prints of a survey of the parcel pursuant to section 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.

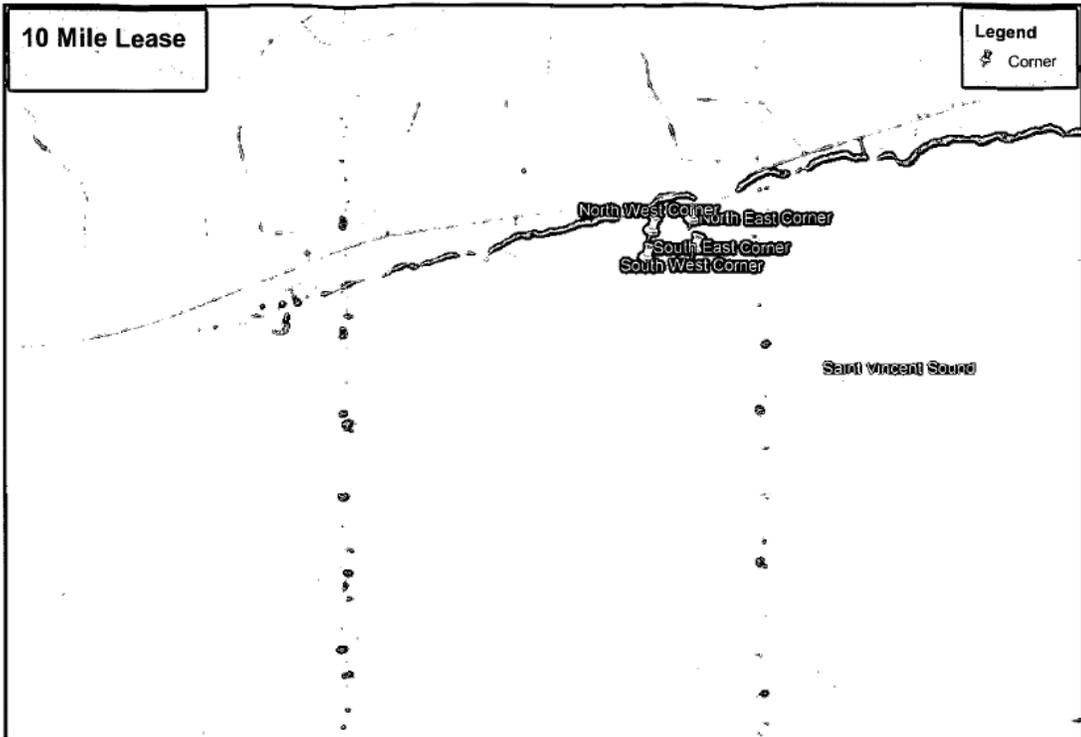
For questions regarding this form or the application process, please call the  
Division of Aquaculture at (850) 617-7600.

Applicant's Signature: \_\_\_\_\_



Date: February 8, 2019







NICOLE "NIKKI" FRIED  
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-AQ-1882 (Official Use Only)

Please Type or Print Legibly

**PART I - Applicant Information**

Name: Krista Nicole Miller

Company Name: Incorporation Pending Application Approval

Lease Title: Krista Nicole Miller: Parcel A

Aquaculture Certificate of Registration Number: \_\_\_\_\_

Address: 957 W Gulf Beach Dr

City: St. George Island State: FL Zip: 32328

Telephone Number: 850.653.5005 Fax Number: \_\_\_\_\_

E-Mail Address: captain@captainkrista.com

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

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

I am currently working with the Apalachicola Oyster Company (AOC) on various upcoming aquaculture projects. This includes partnerships with other industry leaders on research and development projects geared to improve Apalachicola Bay's currently declining wild oyster habitat, with training every step of the way. Through my close relationships with the hatchery biologists and AOC owner, I will continue to receive real-time, on the job training, through continuing education sessions with the AOC biologists.

**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 St. Vincent Sound Lease Site

Parcel # \_\_\_\_\_ Alternate Parcel # \_\_\_\_\_

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

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.

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

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

County Franklin

Water body Apalachicola Bay

Size of Proposed Lease Area 5 acres

Shallowest water depth at mean low water 2 feet

Deepest water depth at mean low water 6 feet

Average tidal range in area 1.5 feet

Shellfish Harvesting Area (SHA) 1612

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.

The location of access to the lease will be a private dock or public boat ramp. \_\_\_\_\_

Approx. distance to nearest shoreline 4,336 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>29.712847</u>	<u>-85.117961</u>
SE	<u>29.711513</u>	<u>-85.117573</u>
NW	<u>29.712243</u>	<u>-85.120694</u>
SW	<u>29.710909</u>	<u>-85.120306</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.).

The bottom is composed of sand and mud. This location has already been inspected by Carrie Jones, Environmental Supervisor II, with the Division of Aquaculture, and upon initial inspection, it was deemed to be a good location for this oyster farm.

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](mailto: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.).

We chose the proposed site due to its water quality and location, which will have no negative effects on the local habitat or environment and will not be impacted by recreational or commercial uses.

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

Currently, the area is not being utilized for any commercial or recreational uses by anglers and boat traffic is minimal.

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).

This area's natural resources have steadily declined over time, but it is our hope that the ecology of the local area will only improve from the introduction of aquaculture to these waters. Studies from nearby oyster farms have proven aquaculture to have a positive impact on the ecology of the area, with the fish habitats thriving and local species benefiting from the additional food sources.

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

Our area's local economy greatly depends on the seafood industry to survive. However, the wild oyster bars we have historically depended on are struggling to produce and survive in our current ecology. It has been proven that quality oysters can be grown and raised via non-traditional methods, which keep them out of reach from the predators that have greatly impacted our natural bars.

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).

### **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.

The aquaculture activities that will be conducted include planting and harvesting oysters.

---

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 70,000 per acre  
Year 2 80,000 per acre  
Year 3 90,000 per acre  
Year 4 100,000 per acre  
Year 5 110,000 per acre  
Year 6 120,000 per acre  
Year 7 130,000 per acre  
Year 8 140,000 per acre  
Year 9 150,000 per acre  
Year 10 160,000 per acre

Describe the supply source of seed stock or rock products.

The Apalachicola Oyster Company recently built a hatchery in close proximity to our proposed farm site. This hatchery will be the supply source of our seed stock. Through our research, we're confident that aquaculture will improve our local ecology and eventually take the place of traditional harvesting methods, until our wild oyster beds have a chance to recover. At that time, Apalachicola Oyster Company will be in a position to provide seed stock to other area farmers as well.

Describe the distribution of the product after harvest.

Apalachicola Oyster Company will be licensed to sell and distribute our products after harvest. I have had preliminary conversations with AOC to this regard and plan to work with them on the distribution of my 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.).

We will be using the Oyster Gro system, which consists of a compact 12-gauge vinyl-coated wire mesh housing (the same material used for lobster traps) with two specially designed floats that provide a versatile environment for the growth, cleaning, sorting, protection and survival of oysters in this unique farming environment.

Each cage accommodates six Vexar oyster bags measuring approximately 18" wide x 35" long x 3" high (45.7 cm x 88.9 cm x 7.6 cm) on two levels.

\* Please see attached image.

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.

All gear and equipment, materials, markers and items used in conjunction with this operation will be properly tagged and added into inventory with identification information, contact information and instruction for recovery of each item prior to its use in any aquaculture activities. All discarded items will be removed from the lease site and properly disposed of, and any dislodged items will be collected immediately. A storm prep and hurricane plan will also be in place prior to initial operation.

Additional Information

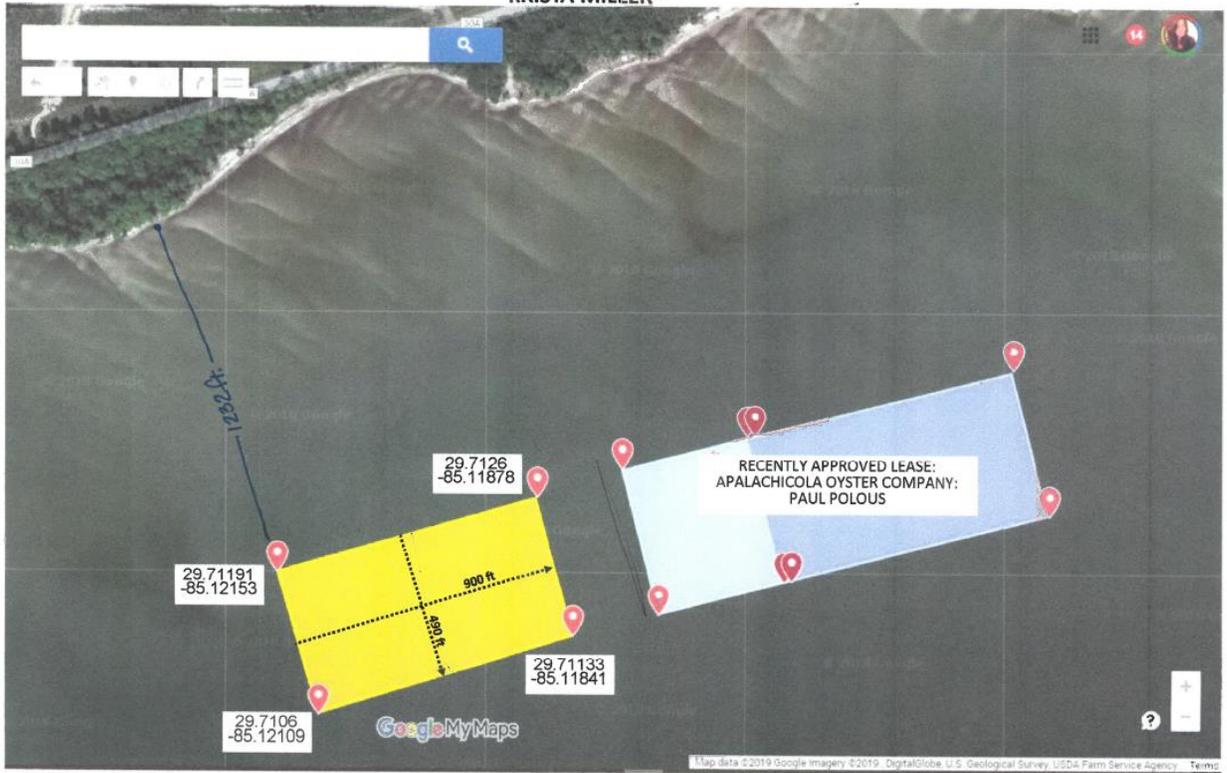
- I understand prior to signing the lease agreement, it is my responsibility to read and comply with all terms and conditions of the lease agreement.
- I understand that upon final approval of a new lease area, I will be responsible to provide two prints of a survey of the parcel pursuant to section 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: Krista Miller Digitally signed by Krista Miller  
Date: 2019.06.10 03:49:16 -04'00'

Date: \_\_\_\_\_

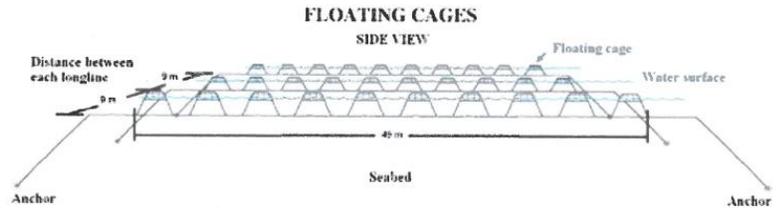
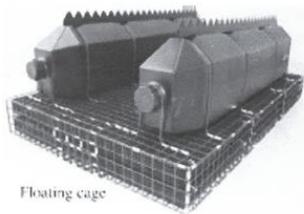
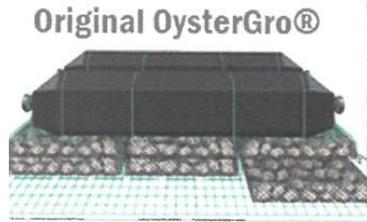
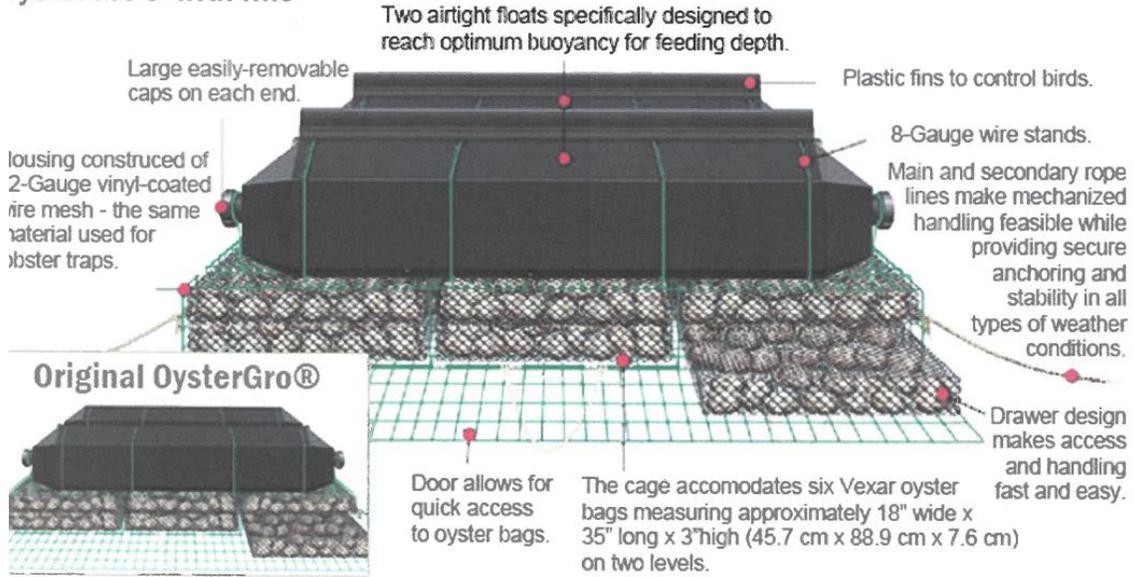
**PROPOSED LEASE SITE:  
APALACHICOLA BAY, FRANKLIN CO.  
SUBMITTED: 1/28/19  
KRISTA MILLER**



STRUCTURE AND DESIGN OF PROPOSED CAGES USED FOR OYSTER FARM IN APALACHICOLA BAY:

Oyster Gro System

OysterGro® with fins







NICOLE "NIKKI" FRIED  
COMMISSIONER

Florida Department of Agriculture and Consumer Services  
Division of Aquaculture

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

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. \_\_\_\_\_

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 \_\_\_\_\_ hereinafter designated as the "Lessee," the sovereignty lands described as follows:

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

TO HAVE THE USE OF the hereinabove described premises for a period of ten years from \_\_\_\_\_, 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 \$ \_\_\_\_\_, 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)

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

Tori White ([Tori.White@usace.army.mil](mailto:Tori.White@usace.army.mil))

#### **National Marine Fisheries Service**

Joe Heublein ([Joe.Heublein@noaa.gov](mailto:Joe.Heublein@noaa.gov))

#### **Board of County Commissioners**

Franklin County Board of County Commissioners

**Activity:** Aquaculture Submerged Land Lease

**Date:** June 19, 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 July 19, 2019.**

## **Aquaculture Water Column Lease in Franklin County**

**REQUEST:** Approval to issue a 5-acre, ten-year sovereignty submerged land aquaculture lease to authorize use of the full water column.

**VOTING REQUIREMENT FOR APPROVAL:** Three votes

**LOCATION:** St. George Sound, Franklin County, Florida

**APPLICANTS:** Steven C. Rash

**CONSIDERATION:** An annual fee of \$217.30 for the 5-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 parcel is approximately 5 acres in size and is located in the St. George Sound in Franklin County. The applicant is requesting authorization from the Board of Trustees, pursuant to section 253.68(1), F.S., for a new aquaculture lease for the purpose of culturing oysters in floating gear using the full water column.

The applicant 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 lease 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 term. Upon approval, the lease will be surveyed by the applicants.

The proposed lease is located in the Apalachicola National Estuarine Research Reserve. FDACS has reviewed the application for completeness and determined that the proposed lease 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 lease 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 requirement to obtain a permit from the USCG for Private Aids to Navigation will be a special condition of the lease. 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 proposed gear is authorized under the FDACS general permit from the Army Corps of Engineers.

**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 lease 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 in Franklin County



Proposed Lease in Franklin County



**Division of Aquaculture  
Aquaculture Parcel Resource Assessment  
Franklin County  
5/28/19**

**Introduction**

Steven Rash has proposed a 5-acre parcel to be utilized for water column oyster aquaculture (Figure 1). Division staff completed a resource assessment for the proposed aquaculture lease on May 28, 2019. The applicant, Steve Rash was present for the assessment, along with Jon Brucker from the Apalachicola Bay Aquatic Preserve.

**Site Location**

The proposed site is located within Rattlesnake Cove of Apalachicola Bay, Shellfish Harvesting Area #1601 (Figure 2). The site is within St. George Sound and is just West of the State Park (Figures 3 and 4).

Proposed area corners:	Depth:
NW Corner: 29.690769 / -84.795094	9 feet
NE Corner: 29.690244 / -84.793658	9 feet
SW Corner: 29.689658 / -84.795872	9 feet
SE Corner: 29.689011 / -84.794311	9 feet

**Site Assessment**

The proposed lease site encompasses approximately 5.8 acres. Corner markers were established using the GPS coordinates provided by the applicant. The site assessment was conducted during a high, falling tide. Visibility from the surface was poor and the bottom was not visible. The site substrate consisted of soft, thick mud throughout the entire plot with some intermittent areas of shell hash. The assessment was conducted by boat utilizing polling and snorkeling. Four transects were conducted around the perimeter and two center transects from corner to corner. Depths during the assessment ranged from 6.5 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 substrate as the site and no other habitats were present.

**Recommendations:**

After review of the pertinent information, the Division recommends approval of the amended lease area. This site was determined to be suitable for the proposed activity from a resource management perspective. Navigation and recreational activity should not be impacted by this proposed lease. 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 seagrass or sensitive habitats were detected. The area is in Gulf Sturgeon critical habitat, but the applicant plans to use floating cages, which are authorized gear in Gulf Sturgeon critical habitat. The proposed area is approximately 780 from the shoreline and at least

130 feet from any nearby seagrass and adjacent oyster bars. The proposed area is adjacent to four approved aquaculture leases and is at least 30 feet from the parcels to allow for a sufficient easement between the parcels. Division staff could make an accurate assessment of the proposed lease areas as well as adjacent areas.

Figure 1. Location of Proposed Site in Apalachicola Bay.



Figure 2. Proposed Lease Site in Relation to Shellfish Harvesting Area #1601.

SHELLFISH HARVESTING AREA CLASSIFICATION MAP #16A (Effective: February 9, 2011)  
 Apalachicola Bay System (#16) Shellfish Harvesting Area in Franklin County  
 Winter: January - May, September - December

[Current status of this area](#)

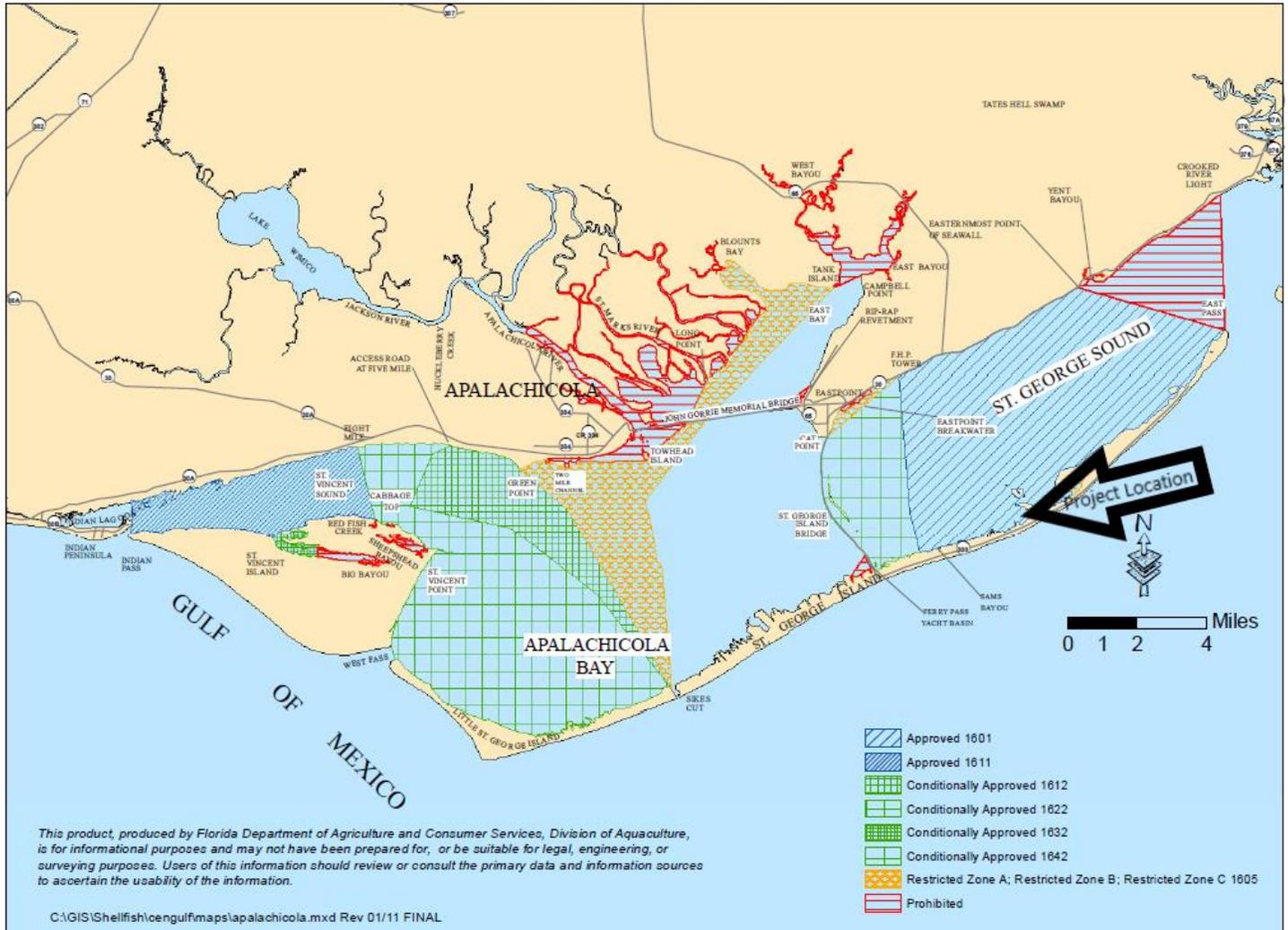


Figure 3. Shoreline Due East, St. George Island State Park.



Figure 4. Goose Island, St. George Island State Park Due North.





NICOLE "NIKKI" FRIED  
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. \_\_\_\_\_ (Official Use Only)

Please Type or Print Legibly

**PART I - Applicant Information**

Name: Steven Rash

Company Name: Water Street Seafood, Inc.

Lease Title: Steven Rash

Aquaculture Certificate of Registration Number: \_\_\_\_\_

Address: P.O. Box 121

City: Apalachicola State: FL Zip: 32329

Telephone Number: 8506537333 Fax Number: 8506539230

E-Mail Address: stevenrash@waterstreetseafood.com

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

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

*I have been in the commercial seafood, fishing, and oyster business for over 30 years*

**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 \_\_\_\_\_

Aquaculture Use Zone \_\_\_\_\_

Parcel # \_\_\_\_\_ Alternate Parcel # \_\_\_\_\_

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

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.

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 EG  
A2  
Object Code: 001237 \$200.00

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

County FRANKLIN

Water body APALACHICOLA BAY

Size of Proposed Lease Area 5 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.

2 PUBLIC BOAT LANDINGS WITHIN 2 MILES

Approx. distance to nearest shoreline 500 FEET 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.dddd):

NE	<u>29.69024444</u>	<u>84.79265833</u>
SE	<u>29.68901111</u>	<u>84.79431111</u>
NW	<u>29.69076944</u>	<u>84.79509444</u>
SW	<u>29.68965833</u>	<u>84.79587222</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](mailto: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.). *The proposed site has minimum environmental impact because it is not over seagrass or natural oyster reefs. It has minimum use impact because it is out of any navigation or commercial or recreational fishing areas.*

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

*None*

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).

*There will be no negative impact to the ecology of the area.*

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

*This lease will provide jobs and high quality wholesome food.*

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).

**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.

*Planting, growing and harvesting oysters from floating cages and long line gear.*

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	<u>SITE DEVELOPEMENT</u>
Year 2	<u>350,000 OYSTERS PLANTED</u>
Year 3	<u>500,000 OYSTERS PLANTED</u>
Year 4	<u>750,000 OYSTERS PLANTED</u>
Year 5	<u>1,000,000 OYSTERS PLANTED</u>
Year 6	<u>1,000,000 OYSTERS PLANTED</u>
Year 7	<u>1,000,000 OYSTERS PLANTED</u>
Year 8	<u>1,250,000 OYSTERS PLANTED</u>
Year 9	<u>1,250,000 OYSTERS PLANTED</u>
Year 10	<u>1,250,000 OYSTERS PLANTED</u>

Describe the supply source of seed stock or rock products.

*I will buy seed stock from commercial hatcheries.*

Describe the distribution of the product after harvest.

*The oysters will be sold to Water Street Seafood, Inc. a licensed Florida wholesaler, shucker, packer - distributor.*

**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.).

*Dimensions ~~450 x 750 x 60~~ 60' x 40' x 18"*

*Gear type - longline and floating baskets*

*Ketchum Float & Grow, SEAPA cages*

*Plastic & rubber cages, wire cages 8 gauge.*

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.

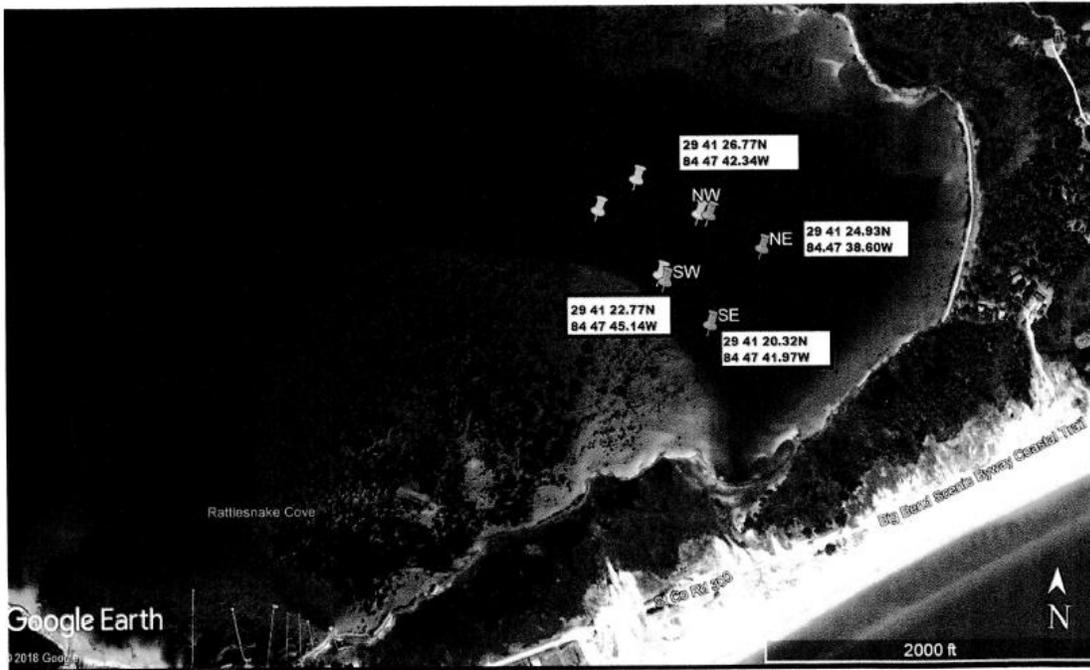
*Cages will all be tagged. We will search by boat and on shorelines to recover any missing gear.*

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.

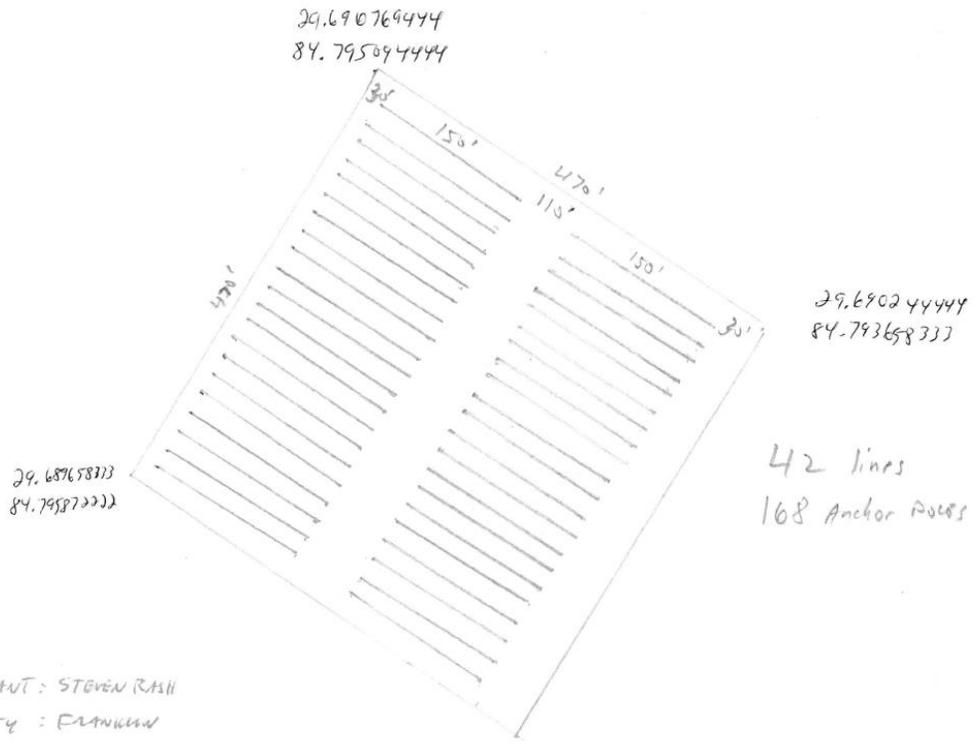
For questions regarding this form or the application process, please call the Division of Aquaculture at (850) 617-7600.

Applicant's Signature: \_\_\_\_\_ *[Signature]*  
Date: 4/19/20



APPLICANT: STEVEN RASH  
 COUNTY: FRANKLIN  
 BODY OF WATER: APPALACHIAN BAY

Proposed home - Red Pins  
 Previous home - Yellow Pin



42 lines  
168 Anchor Posts

APPLICANT: STEVEN RASH  
 COUNTY: FRANKLIN  
 BODY OF WATER: APPALACHIAN BAY  
 APRIL 19, 2019  
 WATER DEPTH MHW 9'-6"  
 MLW 8'-5"

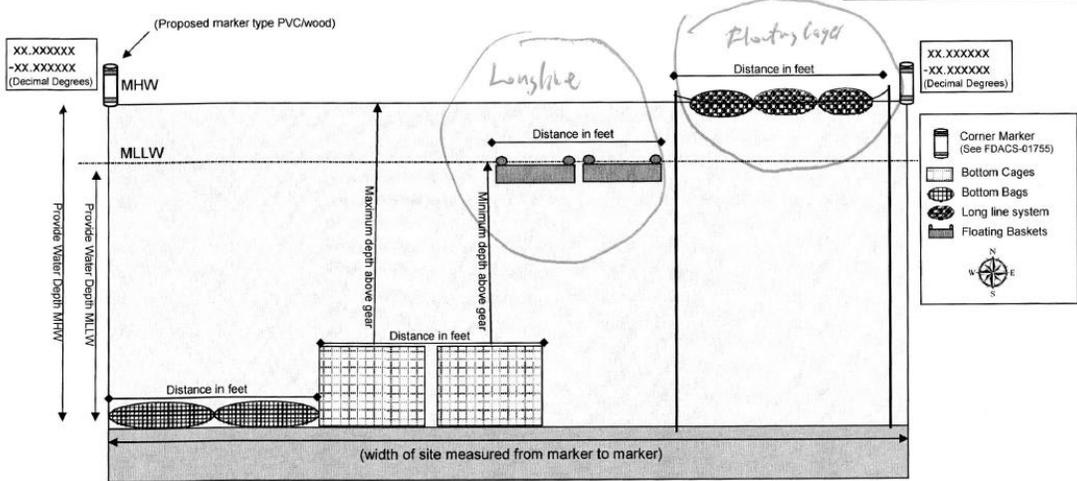
29.689011111  
84.794311111



Attachment 2: Cross section diagram (may be hand drawn or computer generated)

Include this information on all documents submitted with your application.

Name: Jane Doe  
 County, State: Your County, FL  
 Water body: Your Water body  
 Date: 07/06/2016

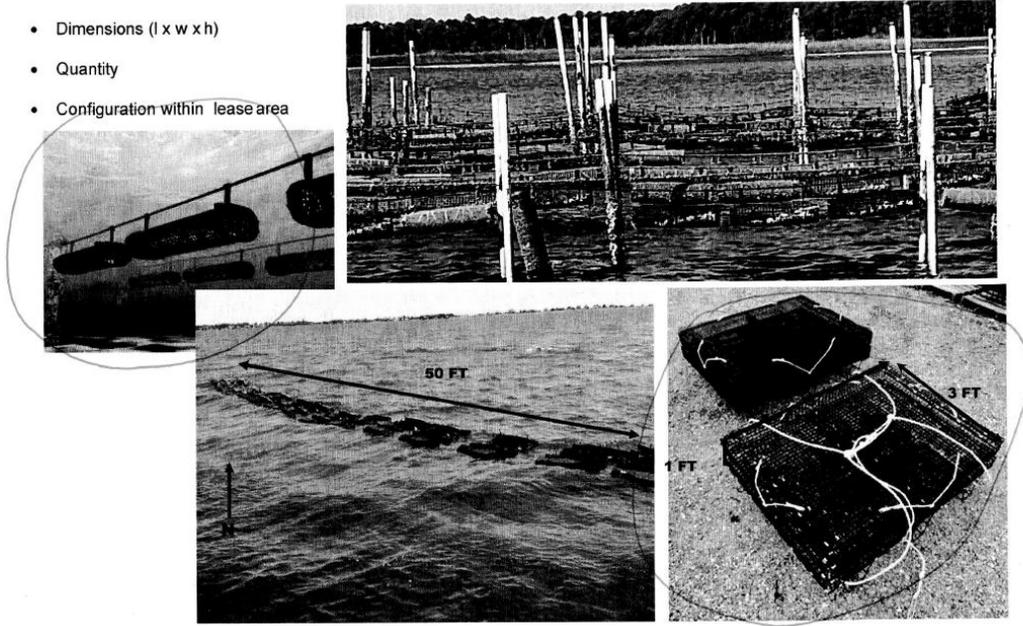


*Attachment 3: Proposed Gear (may be hand drawn or computer generated)*

- 3-D Sketch and/or photos of in-water equipment

Please include:

- Dimensions (l x w x h)
- Quantity
- Configuration within lease area





NICOLE "NIKKI" FRIED  
COMMISSIONER

Florida Department of Agriculture and Consumer Services  
Division of Aquaculture

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

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. \_\_\_\_\_

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 \_\_\_\_\_ hereinafter designated as the "Lessee," the sovereignty lands described as follows:

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

TO HAVE THE USE OF the hereinabove described premises for a period of ten years from \_\_\_\_\_, 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 \$ \_\_\_\_\_, 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)

**From:** Florida Fish and Wildlife Conservation Commission MyFWC@public.govdelivery.com  
**Subject:** Florida Fish & Wildlife Conservation Commission Daily Digest Bulletin  
**Date:** June 24, 2019 at 11:32 PM  
**To:** michael@franklincountyflorida.com



## Bay scallop season opens July 1 in Franklin-Jefferson, a portion of Taylor County & Levy-Hernando

06/24/2019

For immediate release: June 24, 2019

Media contact: Amanda Nalley, 850-404-6100 or Amanda.Nalley@MyFWC.com

**Photo Gallery:** <https://www.flickr.com/photos/myfwcmedia/albums/72157631065387456>

**Suggested Tweets:** Bay scallop season starts July 1 in Franklin-Jefferson, parts of Taylor & Levy-Hernando counties! @MyFWC:

[#scallops #fishing #Florida](https://content.govdelivery.com/accounts/FLFFWCC/bulletins/24d35a0)

## Bay scallop season opens July 1 in Franklin-Jefferson, a portion of Taylor County & Levy-Hernando

Recreational bay scallop season for Franklin through the northwestern portion of Taylor, as well as Levy, Citrus and Hernando counties opens July 1 and will remain open through Sept. 24. This includes Carrabelle, Lanark, St. Marks, Cedar Key, Crystal River and Homosassa.

Do not discard scallop shells in inshore waters commonly used for recreational activities such as the Homosassa River or Crystal River. Piles of discarded scallop shells can create hazards for swimmers and damage seagrass habitat. Scallop shells can be discarded in trash receptacles or larger bodies of water where they are more likely to disperse.

### Bag limits and other regulations

Bag and vessel limits for 2019 through the entire bay scallop harvest zone are 2 gallons of whole bay scallops in the shell or 1 pint of bay scallop meat per person, with a maximum of 10 gallons of whole bay scallops in the shell or a 1/2 gallon bay scallop meat per vessel.

Scallops may be collected by hand, or with a landing or dip net.

There is no commercial harvest allowed for bay scallops in Florida.

### Direct transit of legally-harvested bay scallops is now allowed through closed areas.

Boaters may not stop their vessels in waters that are closed to harvest and must proceed directly to the dock or ramp to land scallops in a closed area.

For information on [bay scallop regulations](#), visit MyFWC.com/Fishing and click on "Saltwater Fishing," "Recreational Regulations" then the "Crabs, Shrimp and Shellfish" tab.

### Boater and scalloper safety

The FWC urges boaters to be safe when traveling to and from scalloping sites, and while scalloping. Wear a life jacket and do not drink and boat. When scalloping in open water, divers

scalloping. Wear a life jacket and do not drink and boat. When scalloping in open water, divers should stay within 300 feet of a properly displayed divers-down flag or device, and within 100 feet of a properly displayed divers-down flag or device if on a river, inlet or navigation channel. Boat operators traveling within 300 feet of a divers-down flag or device in open water or within 100 feet of one on a river, inlet or navigational channel must slow to idle speed. [For more information](#), visit [MyFWC.com/Boating/Regulations](http://MyFWC.com/Boating/Regulations) and click on "Divers-down Warning Devices."

### Stow it, don't throw it

Don't forget to stow your trash securely on your vessel so it doesn't blow out and do not discard empty scallop shells in the Hernando or Crystal rivers.

### Citizen Science

Done for the day? Help FWC's scallop researchers by completing an online survey at [svy.mk/bayscallops](http://svy.mk/bayscallops). You will be asked a series of simple questions about where you harvested scallops, how many you collected and how long it took to harvest them. Participants can email [BayScallops@MyFWC.com](mailto:BayScallops@MyFWC.com) to ask questions or send additional information.

[Learn more about long-term abundance trends](#) in the open and closed scalloping areas by visiting [MyFWC.com/Research](http://MyFWC.com/Research) and clicking on "Saltwater," "Bay Scallops" and "Bay Scallop Season and Abundance Survey."



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## The FWC needs YOU to improve recreational fisheries data collection

06/24/2019



For immediate release: Second quarter 2019

“Gone Coastal” column By Delsabriana Gonzalez

**Suggested Tweet: Ever wonder how you can help improve recreational fisheries data collection? @MyFWC: <https://content.govdelivery.com/accounts/FLFFWCC/bulletins/24d3c21> #Florida #fishing**

## The FWC needs YOU to improve recreational fisheries data collection

Did you know there are multiple ways you can contribute to fishery data collection as a recreation angler? The Florida Fish and Wildlife Conservation Commission (FWC) collects data in many ways including mail surveys, dockside interviews and even a phone app. The information you provide helps scientists and managers monitor annual harvest levels, determine the health of a fishery or create critical fisheries stock assessments. With better, more precise data, we can keep Florida's fisheries sustainable and productive, now and for generations to come.

We encourage all anglers to participate in all our data collection programs, even if you haven't made it out on the water this year.

### Ways to participate

The Marine Recreational Information Program Survey is a state/regional/federal partnership that uses a variety of methods to measure total recreational fishing catch in Florida and across the southeastern U.S. A mail survey is used to collect information on your recreational fishing effort (i.e., how many fishing trips you took) for all types of saltwater fish and other factors about your fishing trips. You can [learn more about MRIP](#) by going to Fisheries.NOAA.gov.

### Gulf Reef Fish Survey

FWC created the Gulf Reef Fish Survey to supplement the broad MRIP survey and improve data collection on key reef fish species in the Gulf of Mexico. All recreational anglers are required to sign up as a Gulf Reef Fish Angler if they are fishing from a private boat on Florida's Gulf coast (excluding Monroe County) and plan to target any of the following species: red and vermilion snappers; gag, black and red groupers; gray triggerfish; greater amberjack; and other jack species. Sign up as a Gulf Reef Fish Angler for free via FWC's [licensing system](#) (GoOutdoorsFlorida.com) or in-person at any location that sells licenses: retailers; tackle shops; or tax collectors.

Once you are signed up, you may be randomly selected to receive a survey in the mail. The information you provide is used to estimate the total number of recreational fishing trips for reef fish off the west coast of Florida.

If you receive the Gulf Reef Fish Survey, it's important to return it as soon as possible even if you didn't fish in the Gulf or weren't able to take any recreational fishing trips during the past month. We want to hear from everyone.

### Dockside interviews

Catch-data for both MRIP and GRFS is collected via dockside interviews. FWC biologists conduct these in-person interviews at randomly selected sites, such as boat ramps, marinas and docks, where recreational anglers may be returning from their trips. Information gathered may include the numbers and types of fish harvested and released as well as other details about your recent trip. They may even ask to take a few biological samples, such as the weight and length of your fish. If you have a few minutes to spare, we encourage you to participate. The trip-level catch information you provide is critical to estimating recreational catch and can help more than you think.

### Voluntary phone app

If you want to provide even more information about your recent fishing trip, you can download the

iAngler smartphone app, created by the Angler Action Foundation. From red snapper to spotted seatrout, use the iAngler app to log your catches, increase your success on the water and help fisheries science. Download the app today from your smartphone's app store, and [learn more](#) by going to [GulfRedSnapper.org](http://GulfRedSnapper.org). If you choose to use the voluntary app, you will still be asked to participate in the surveys and dockside interviews described above.

### **Additional ways to participate**

FWC biologists may also ride along with paying passengers on for-hire fishing vessels, such as charter boats and headboats. If you are a patron on a for-hire fishing vessel, an FWC biologist may ask to collect data from your fish as they are caught and either harvested or released. This information is important for assessing the health of fish stocks. Some of your released fish may be marked with special tags, which might be caught again by another recreational angler. If you catch a tagged fish, treat the fish as you normally would – release or harvest it based on existing regulations, and then call FWC's Tag Hotline at 800-367-4461 or email [TagReturn@MyFWC.com](mailto:TagReturn@MyFWC.com) to provide information.

As you see, there are multiple avenues to help provide data about your recreational fishing trips. Florida's recreational fishery is among the largest in the country, and precise and reliable data is critical to successful management of Florida's fisheries. These data collection programs would not be a success without the support from recreational anglers like yourself.

Have a question about marine fisheries regulations, improving recreational data or catch-and-release? We are here for you. Send your questions, photos and fishing tales to [Saltwater@MyFWC.com](mailto:Saltwater@MyFWC.com). Make sure your photo meets our photo requirements by visiting [MyFWC.com/Marine](http://MyFWC.com/Marine) and clicking on "[Submit a Photograph](#)." Learn how to submit your catches and get rewarded through our Saltwater Angler Recognition Programs at [CatchaFloridaMemory.com](http://CatchaFloridaMemory.com).

The quarterly Gone Coastal column is one of many ways the FWC Division of Marine Fisheries Management is helping recreational anglers understand complex saltwater regulations, and learn more about saltwater fishing opportunities and issues in Florida. We are available to answer questions by phone or email anytime, and we would love the opportunity to share information through in-person presentations with recreational or commercial fishing organizations. To contact the FWC's Regulatory Outreach subsection, call 850-487-0554 or email [Saltwater@MyFWC.com](mailto:Saltwater@MyFWC.com)

*The FWC's*  
**Gulf Reef  
Fish Survey**

**There are two components  
to the Gulf Reef Fish Survey:**

 **MAIL**

 **DOCKSIDE**

If selected, we will ask:

- How often you fish
- Where you fish
- Types of fish you target

If interviewed, we will ask:

- Types of fish you caught
- How many reef fish you released and harvested
- If we can sample your fish

Together, these surveys tell us:

How many recreational reef fish trips are taken each month, *and*  
The total number of fish that are harvested and released.



MyFWC.com

As a Gulf Reef Fish Angler,  
your responses on these surveys  
help improve regulations based  
on scientific data straight from  
the source – YOU!

Mae B. Outdoors

CID: 997654221 1980-01-01 W/M 321654987 /FL

Item:	Since:	Renew By:
Freshwater Fishing	05/15/2019	05/15/2020
LoUISIAN	05/15/2019	05/15/2020
Gulf Reef Fish Angler	05/15/2019	05/15/2020
Hunting	05/15/2019	05/15/2020
Management Area Permit	05/15/2019	05/15/2020
Saltwater Fishing	05/15/2019	05/15/2020

By use of this license I agree to comply with all applicable state, local and other laws of the jurisdiction. If hunting, when the hunting season begins, the license holder must first receive the appropriate license and other permits of a permit to hunt or trap in the state. License holder is required to wear of their clothing requirements to wear a hat or a shirt, trousers, and shorts. Adult at 1-888-964-3322.

SHARE

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06/24/2019



For immediate release: Second quarter 2019

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By Delsabriana Gonzalez

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As you see, there are multiple avenues to help provide data about your recreational fishing trips. Florida’s recreational fishery is among the largest in the country, and precise and reliable data is critical to successful management of Florida’s fisheries. These data collection programs would not be a success without the support from recreational anglers like yourself.

Have a question about marine fisheries regulations, improving recreational data or catch-and-release? We are here for you. Send your questions, photos and fishing tales to [Saltwater@MyFWC.com](mailto:Saltwater@MyFWC.com). Make sure your photo meets our photo requirements by visiting [MyFWC.com/Marine](http://MyFWC.com/Marine) and clicking on “[Submit a Photograph](#).” Learn how to submit your catches and get rewarded through our Saltwater Angler Recognition Programs at [CatchaFloridaMemory.com](http://CatchaFloridaMemory.com).

The quarterly Gone Coastal column is one of many ways the FWC Division of Marine Fisheries Management is helping recreational anglers understand complex saltwater regulations, and learn more about saltwater fishing opportunities and issues in Florida. We are available to answer questions by phone or email anytime, and we would love the opportunity to share information through in-person presentations with recreational or commercial fishing organizations. To contact the FWC’s Regulatory Outreach subsection, call 850-487-0554 or email [Saltwater@MyFWC.com](mailto:Saltwater@MyFWC.com)

*The FWC's*  
**Gulf Reef Fish Survey**

There are two components to the Gulf Reef Fish Survey:

**MAIL** (envelope icon)

*If selected, we will ask:*

- How often you fish
- Where you fish
- Types of fish you target

**DOCKSIDE** (clipboard icon)

*If interviewed, we will ask:*

- Types of fish you caught
- How many reef fish you released and harvested
- If we can sample your fish

## Together, these surveys tell us:

How many recreational reef fish trips are taken each month, *and*  
The total number of fish that are harvested and released.



MyFWC.com

As a Gulf Reef Fish Angler,  
your responses on these surveys  
help improve regulations based  
on scientific data straight from  
the source – YOU!

### Mae B. Outdoors

CID: 987654321 1980-01-01 W/M 321654087 /FL

Item:	Since:	Renew By:
Freshwater Fishing	05/15/2019	05/15/2020
Lebsler	05/15/2019	05/15/2020
<b>Gulf Reef Fish Angler</b>	<b>05/15/2019</b>	<b>05/15/2020</b>
Hunting	05/15/2019	05/15/2020
Management Area Permit	05/15/2019	05/15/2020
Saltwater Fishing	05/15/2019	05/15/2020

By use of this Service I agree to accept all applicable state laws and rules of the Commission. If hunting under the hunting regulations I accept, the license holder must have a valid hunting license and comply with all provisions of state FWC regulations. License is valid in state of FL only. Hunting regulations in state FWC are 62024-0001, call Wildlife Alert at 1-888-484-3322.

SHARE



Florida Fish and Wildlife  
Conservation Commission

MyFWC.com

QUESTIONS? [Contact the FWC](#)

STAY CONNECTED:



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**Localize your news:** Go to Subscriber Preferences, click "Questions" and select your region(s) of interest.

**Help:** For assistance with your login or subscription service.

This email was sent to michael@franklincountyflorida.com using GovDelivery Communications Cloud on behalf of: Florida Fish & Wildlife Conservation Commission · 620 S. Meridian Street · Tallahassee, FL 32399-1600 · (850) 488-4676

**GOVDELIVE**

# Non-Conservation Land Use Plan Submission

## A. General Information

1. Common name of the property: \_\_\_\_\_  
Lease number: \_\_\_\_\_  
Acres: \_\_\_\_\_  
Name of agency that is managing the property: \_\_\_\_\_  
  
LUP Contact person: \_\_\_\_\_
  - a) Address: \_\_\_\_\_
  - b) Phone: \_\_\_\_\_
  - c) Email: \_\_\_\_\_  
Billing Contact person: \_\_\_\_\_
  - a) Address: \_\_\_\_\_
  - b) Phone: \_\_\_\_\_
  - c) Email: \_\_\_\_\_  
Additional Contact person: \_\_\_\_\_
  - a) Address: \_\_\_\_\_
  - b) Phone: \_\_\_\_\_
  - c) Email: \_\_\_\_\_

2. Provide a map, as an attachment, showing the location and boundaries of the property including: *(A map can be found at the property appraiser's site) See Attachment A*

- a) The location and type of structures or improvements currently on the property
- b) The location and type of proposed improvements.

3. Provide a legal description, as an attachment, of the property.  
*(A legal description can be found in the lease) See Attachment B*

4. Are there any associated Sub-leases?

Yes

No

If yes, please complete questions 4, 5, and 6.

Please list all Sub and Sub-Sub-leases:

*(Florida Statute and Florida Administrative Code does not require a Sub-lessee to submit a management plan to the Division of State Lands for review or approval. The Parent Lessee is responsible for coordinating with their Sub-lessees to make sure they are consistent with the Parent Lessee master plan and that it includes all activities for the above referenced Sub-lessees. Please contact [Christopher Crenshaw](#) or call 850-245-2679, for a list of all Sub -leases associated with the Parent Lease.)*

# Non-Conservation Land Use Plan Submission

5. Provide a map, as an attachment, showing the location and boundaries for each of the Sub - lessee properties including: *(A map can be found at the property appraiser's site)*

- a) The location and type of structures or improvements currently on the property
- b) The location and type of proposed improvements.

6. Provide a legal description, as an attachment, for each of the properties.  
*(A legal description can be found in the lease(s))*

## **B. Usage of Property - (Include Parent Lessee and Sub-lessee properties)**

7. Please provide a detailed description of **past** uses on the property. *For example, timber or agriculture, vacant property, private office building and parking lot, or maintenance yard.*

8. Please provide a detailed description of **current** uses on the property. *For example, 10,000 square foot waste water treatment plant and 100-acre spray field used to treat the city of X wastewater.*

9. Are you proposing any new uses to the property?

- Yes                       No

If so, please explain:

# Non-Conservation Land Use Plan Submission

10. Are there any uses on the property that are not consistent with the Land Use Plan or approved use of property? *For example, the property was approved for educational purposes but there is an adjacent neighborhood where the residents are encroaching, dumping, driving on the property.*

Yes

No

If so, please explain:

11. Please provide an analysis of the potential of the property to generate revenue to enhance the management of the property.

12. Was there any public or local government involvement/participation in the development of this plan?

Yes

No

If so, please explain:

## **C. Management Activities - (Include Parent Lessee and Sub-lessee properties)**

13. Is there more than one managing agencies that could facilitate the restoration of the property?

Yes

No

If so, please explain:

# Non-Conservation Land Use Plan Submission

14. A physical description of the land which includes any significant natural or cultural resources as well as management strategies developed by the land manager to protect such resources.

s. 253.034(5)(i)1.a., F.S.

15. What is the desired property development outcome? *For instance, construction of new buildings, general building renovations, landscaping and development.*

s. 253.034(5)(i)1.b., F.S.

16. What is the schedule for achieving the desired property development outcome?

s. 253.034(5)(i)1.c., F.S.

17. Describe the short-term and long-term development goals. s. 253.034(5)(i)1.d., F.S. and s. 253.034(5)(i)2., F.S. (*Short term goals shall be achieved within a 5-year planning period and long-term goals shall be achieved within a 10 year planning period.*)

a) Short-term Goal Description:

1) Short-term Goal Activity Schedule:

# Non-Conservation Land Use Plan Submission

b) Long-term Goal Description:

1) Long-term Goal Activity Schedule:

18. What are the measurable objectives to achieve the goals identified in the land use plan?  
*s. 253.034(5)(i)l.g., F.S.*

19. Please describe the management and control plan to prevent/control invasive, non-native plant species. *s. 253.034(5)(i)l.e., F.S. (Information on the non-native plant species can be found at [Go to Invasive Species Info](#) and information on the control methods for those non-native plant species can be found in the control plans listed on the site.)*

20. Please describe the management and control plan for soil erosion and soil and water contamination. *s. 253.034(5)(i)l.f., F.S.*

# Non-Conservation Land Use Plan Submission

## D. Facility Maintenance

### *Fire Safety Systems Inspections*

#### 21. Fire Safety System Contractor

Contact Person: \_\_\_\_\_

a) Address: \_\_\_\_\_

b) Phone: \_\_\_\_\_

c) Email: \_\_\_\_\_

22. Last date building was inspected: April 8, 2019

23. List of the Deficiencies: 1) No Fire Sprinkler System 2) Fire alarm inspection documentation not provided 3) Fire alarm annual inspection not performed 4) Fire alarm log no present

24. Date deficiencies were corrected: Franklin Co. is applying for grants to construct a fire sprinkler system. The alarm system was inspected June 13, 2019. A fire inspection/alarm log was created on June 12, 2019 and is present in the building.

25. Date inspected and approved by State Fire Marshal's Office.

### *General Building Inspections*

26. General building inspection date: Ft. Coombs Facility Analysis Report prepared Dec. 18, 2013. Ft. Coombs Armory and Convention Center Historic Preservation Report & Facility Analysis prepared February 26, 2015.

27. List of building deficiencies in each subsection.

a) Structural issues (Concrete, steel, wood): Floor in main hall leveled and reinforced in 2017.

b) Roof System (Surface material, condition, age, remaining useful life): Asphalt shingles approx. 20 years old in good condition. Useful life 5 years. Roof on one-story section replaced in 2013 with membrane roof.

c) Building Envelope (Roof and sidewalls including windows and doors): Roof and walls in good condition. Doors repaired and replaced from 2016 onward. 38 windows were renovated in 2016. 23 windows remain to be renovated.

d) Interior Finishes (Floors, walls, ceiling): Floor in main hall needs refinishing. Walls and ceiling have lead paint.

e) Heating, Ventilation, A/C: New HVAC system installed in 2016.

f) Electrical System and Components: Electrical improvements made in 2013 and in subsequent renovations. Additional outlets needed in main hall.

g) Plumbing System and Fixtures: Restrooms and kitchen renovated in 2016.

h) Landscaping: NA

i) Hardscape (Walks, roadways, drives, parking areas): NA

j) Stormwater Drainage: NA

# Non-Conservation Land Use Plan Submission

28. Are there any planned upgrades or modifications to the facilities on site?

Yes  No

*(If you answered Yes, please contact the Division of State Lands for review and approval of any and all planned upgrades or modifications to the facility or site.)*

If so, please list upgrades or modifications and expected start and completion time

29. If this lease is to a State Agency, have you submitted a Legislative Budget Request?

Yes  No

If so, what year are the funds expected

## E. Contamination

30. Any known contamination on site?

Yes  No

If so, list them

31. Are there any institutional controls in place?

Yes  No

*(Institutional controls provide notice to the public in the form of a deed notice or classification exception area that contaminants remain in the soil and or groundwater above the Department's standard. These controls include mechanisms used to limit human activities at or near a contaminated site as well as ensuring the effectiveness of the remedial action over time. Common examples of such controls may include structure, land, and natural resource use restrictions, well restriction areas, ground water classification exception areas, deed notices, and declarations of environmental restrictions.)*

# Non-Conservation Land Use Plan Submission

If so, list them

32. Are there any engineering controls in place?

Yes       No

*(Engineering controls are used as part of a final remedy in remediation that allow contamination to remain onsite above Department standards. These controls consist of any physical mechanism to contain or stabilize contamination while ensuring the effectiveness of a remedial action over time. Common examples of such controls include caps, covers, dikes, trenches, leachate collection systems, signs, fences, physical access controls, ground water monitoring systems and ground water containment systems, slurry walls and ground water pumping systems.)*

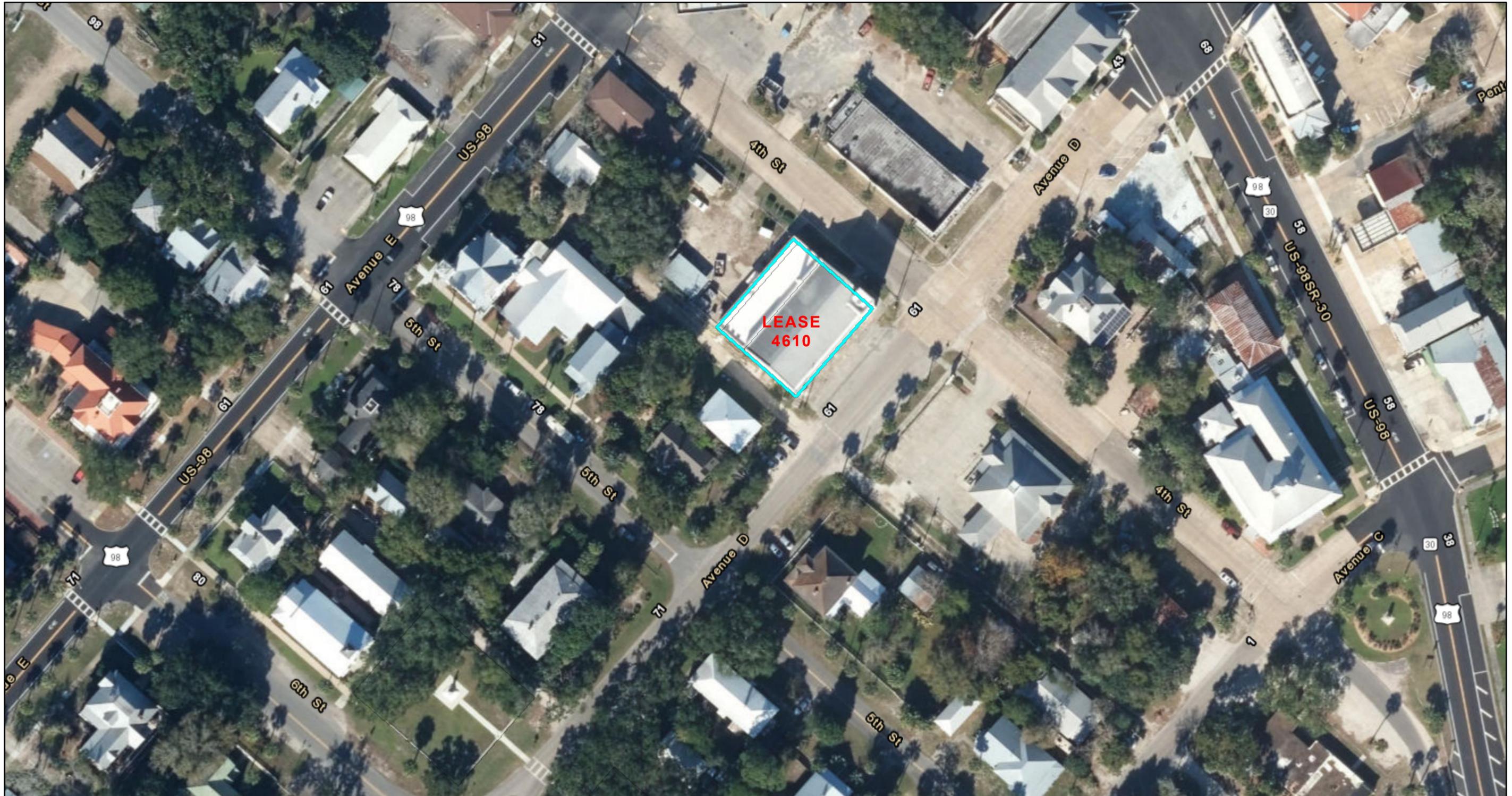
If so, list them.

33. Is there any contamination on adjacent properties?

Yes       No

If so, list what adjacent properties

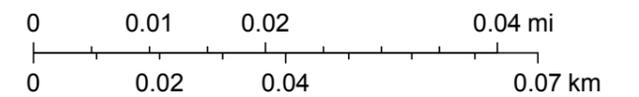
# ATTACHMENT A



May 20, 2019

-  State Land Records (BTLDSR)
-  Public Land Survey System 2006

1:1,128



Esri, HERE, Garmin, (c) OpenStreetMap contributors, Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community, Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, FDEP

ATTACHMENT B  
LEGAL DESCRIPTION

LEGAL DESCRIPTION OF THE LEASED PREMISES

Apalachicola - Franklin County - Armory

Recorded 23 July 1948, by Clerk of Circuit Court, Franklin County,  
Volume "0 0" of Deeds, Page 425-426.

The Southeast Half (SE $\frac{1}{2}$ ) of Lot Two (2), Block Nine (9), said  
half being further described as that half which adjoins Lot  
One (1) of said Block 9 in the City of Apalachicola, accord-  
ing to the official map of said City now in use.

6  
95  
7W

Apalachicola - Franklin County - Motor Storage Compound

Recorded 23 February 1934, by Clerk of Circuit Court, Franklin  
County, Book "R", Pages 324-327.

All that certain piece, parcel, lot or tract of land situated,  
lying and being in the County of Franklin, State of Florida, and  
more particularly described as Lot One (1) in Block Nine (9) in  
the City of Apalachicola, according to the map or plan thereof  
in general use.

6  
95  
7W

**ATTACHMENT C**  
**MINUTES OF MEETING ABOUT THE PROPOSED LAND USE PLAN**

Thursday, June 27, 2019  
Apalachicola, Florida

A public meeting was held at the Fort Coombs Armory, 66<sup>th</sup> 4<sup>th</sup> Street, Apalachicola, Florida, at 5:00 p.m. to take public comments and recommendations on the proposed land use plan for the building. Present at the meeting was Mark Curenton, County Planner. When no members of the public showed up by 5:15 p.m. the meeting was closed.

## LAW ENFORCEMENT

# Weems ambulance

catching with the device and using a gig to retrieve the fish. Both were cited for the use and possession of a device capable

causing.

Officer Morales was patrolling in the Apalachee Bay south of St. Marks when he conducted a

assistance of Officer B. Hughes. Several hours later when the vessel docked, they conducted a boating safety and resource inspection. The subject was cited for failure to land within notification allotment.

**During the week of May 24 through 30**, while aboard the offshore patrol vessel Intrepid, Lt. Marlow and Officer Boyd boarded a recreational vessel

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Call Buddy Nachtsheim at (850)814-0754 for more info.

[www.GoodNewsHoney.com](http://www.GoodNewsHoney.com)



## PUBLIC MEETING

Franklin County is preparing an update to the land use plan for the Fort Coombs Armory. There will be a meeting to review and take public comments on the proposed land use plan on Thursday, June 27, 2019, at 5:00 p.m. at the Armory, 66 4th Street, Apalachicola, Florida. The public is invited to attend. For more information please contact the Franklin County Planning Department, 34 Forbes Street, Suite 1, Apalachicola, Florida or 850-653-9783.

NF-11049444



DO SOME

**CALL:**  
**1-850-574-TIP**  
**(84**

### REMAIN ANONYMOUS

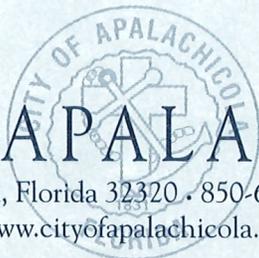
Whether you call, use the app, on-line, all Crime Stoppers tips are completely anonymous, from initial tip to the payment of the

**NO caller ID, NO recorded conversations, and NO electronic tracking, guaranteed.**

After you submit a tip, you will receive an initial **TIP CODE**. Crime Stoppers will pass the tip along to a local enforcement coordinator.

\*You must have your **TIP CODE** to check your tip status and to receive your reward.

NO



# CITY OF APALACHICOLA

1 Avenue E • Apalachicola, Florida 32320 • 850-653-9319 • Fax 850-653-2205

[www.cityofapalachicola.com](http://www.cityofapalachicola.com)

June 25, 2019

**Mayor**

Van W. Johnson, Sr.

**Commissioners**

Brenda Ash

John M. Bartley, Sr.

James L. Elliott

Anita Grove

**City Manager**

Ron Nalley

**City Administrator**

Lee H. Mathes, MMC

**City Clerk**

Deborah Guillotte, CMC

**City Attorney**

J. Patrick Floyd

Mr. Mark C. Curenton  
County Planner  
34 Forbes Street, Suite 1  
Apalachicola, FL 32320

Dear Mr. Curenton:

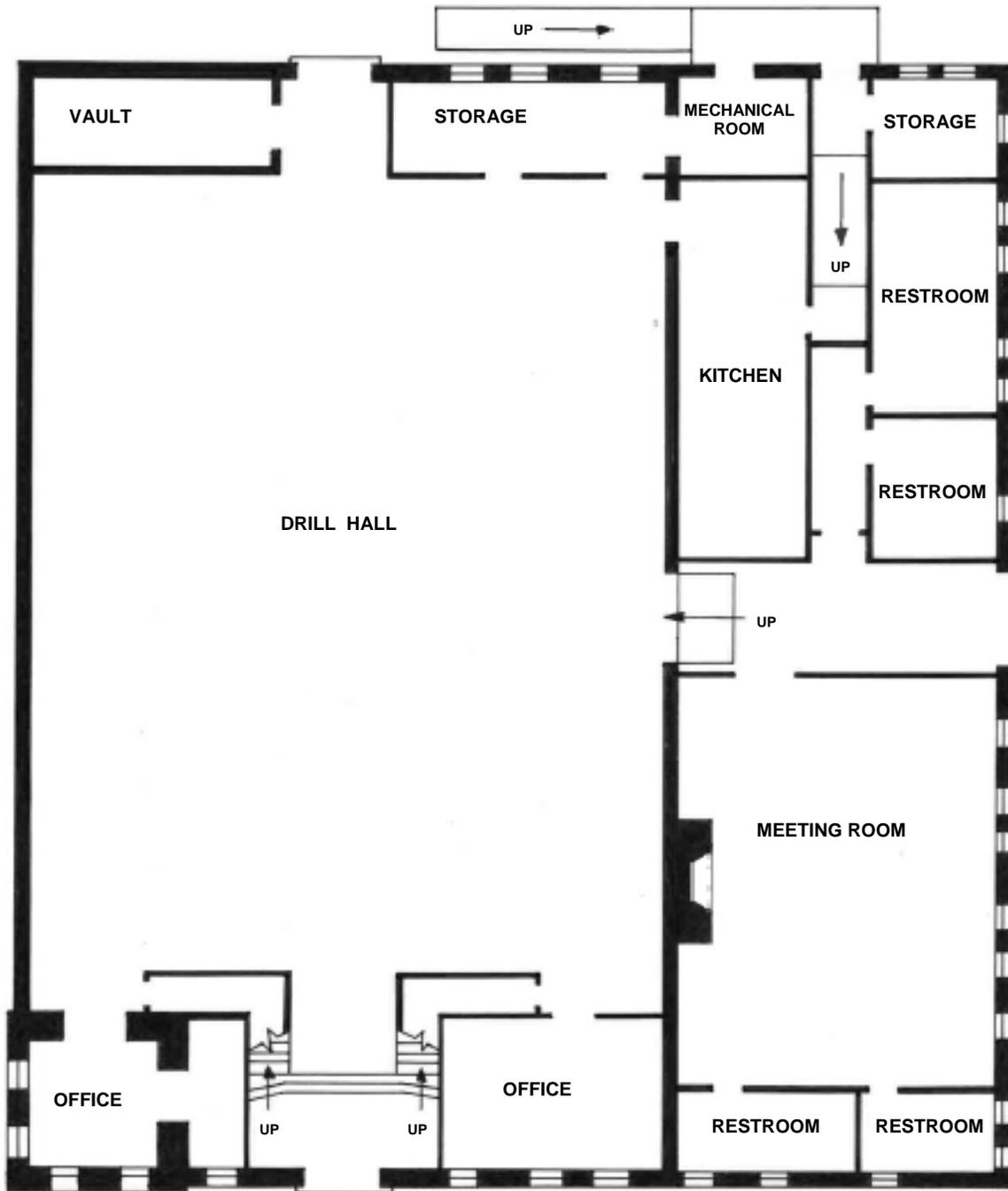
The City of Apalachicola has reviewed the updated Land Use Management Plan for the Fort Coombs Armory submitted to our office on June 21, 2019 and has determined that it does comply with the City of Apalachicola's Comprehensive Plan. We appreciate Franklin County's effort in preserving and renovating this historic structure and its plan for continued community use.

Please do not hesitate to contact me if you have questions or require any further assistance.

Sincerely,

Ron Nalley  
City Manager

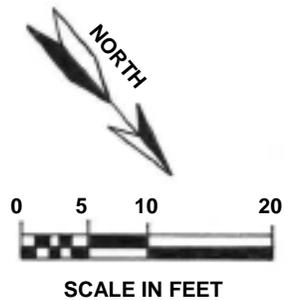
# ATTACHMENT E

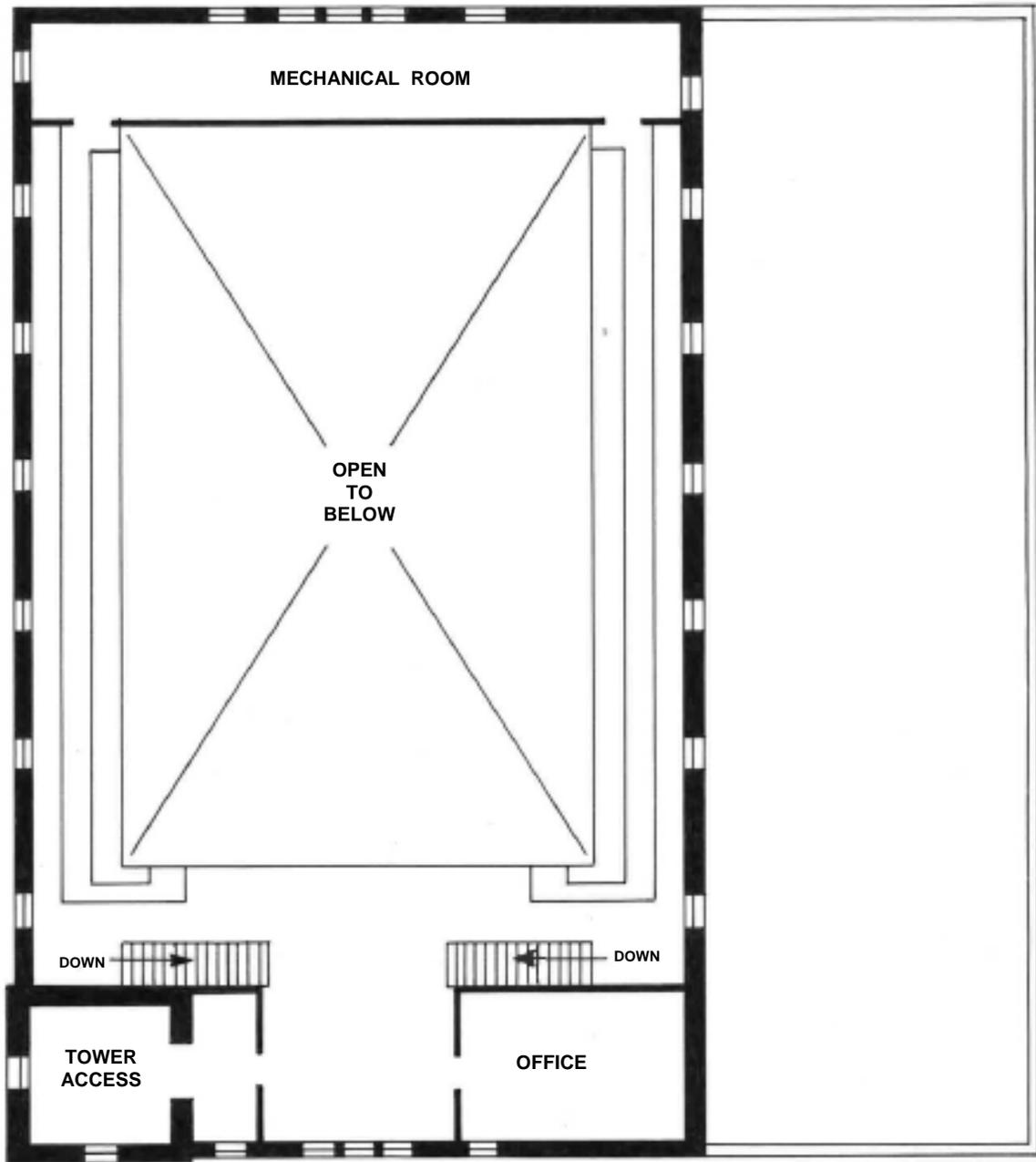


4TH STREET

FIRST FLOOR

**FORT COOMBS ARMORY AND CONVENTION CENTER**  
**66 4TH STREET**  
**APALACHICOLA, FLORIDA**

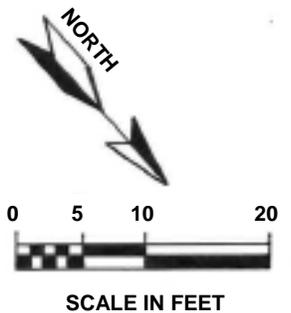




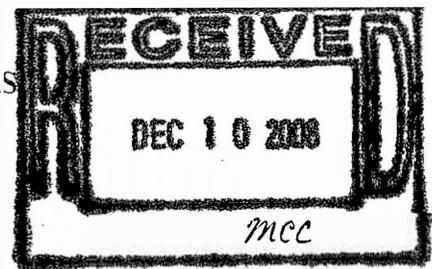
4TH STREET

SECOND FLOOR

**FORT COOMBS ARMORY AND CONVENTION CENTER  
66 4TH STREET  
APALACHICOLA, FLORIDA**



ATTACHMENT F  
STATE OF FLORIDA  
DEPARTMENT OF MILITARY AFFAIRS  
Office of the Adjutant General  
St. Francis Barracks, P.O. Box 1008  
St. Augustine, FL 32085-1008



CFMO-ENV

17 June 2008

MEMORANDUM FOR RECORD

SUBJECT: Environmental Condition of Property Evaluation of Ft Coombs, Florida Army National Guard location in Apalachicola, Florida.

1. In an effort to assess the environmental condition of the property since the Florida Army National Guard Apalachicola Armory Environmental Baseline Survey (EBS) was conducted in April 2004, a site visit was conducted by Charlene Binder, CFMO-ENV Compliance Manager; CFMO-ENV Russell Robinson, Conservation Manager; Matt Stowe, CFMO-ENV Environmental Specialist II; Jeff Cook, CFMO-ENV Environmental Specialist I; and Deanna Griffin, CFMO-ENV Environmental Specialist I on 16 May 2008.

2. An analysis of this study was performed to assess if the findings were still sufficient for the proposed upcoming transfer of this property (Reference Ft Coombs Information Paper dated 12MAY08).

3. Property Evaluation

a. Potentially hazardous substances including paints and solvents were identified as possibly being discharged into an onsite septic drainage tank which is believed to still be in the ground. It was discovered that this onsite septic drainage tank is located at another address, more specifically, 17 Chapman Drive, Apalachicola, Franklin County, Florida, 32320. The property was returned to the County of Apalachicola; who has leased it to the City of Apalachicola as a vehicle maintenance facility. The septic tank is actively being used by the tenant. Thus, the integrity of the tank cannot be validated; no further action is recommended.

b. Lead-based paint is known to be present in the armory; thereby, poses a risk to any children that may be utilizing the building. This finding would be disclosed upon property transfer; no further action is recommended.

c. Multiple gasoline service stations have been located in the vicinity of the armory for an extensive period of time; thereby, the armory could be downgradient from a potential groundwater contamination plume. A walk around of the facility revealed no visible groundwater monitoring wells and the armory appears to be located on a higher elevation as compared to the identified potential gasoline service stations; no further action is recommended.

d. A 1,000 gallon diesel Underground Storage Tank (UST) was removed in 1990. A Tank Closure Assessment report dated November 26, 1991, was filed with the State of Florida Department of Health and Rehabilitative Services, Gulf County Health Unit. The report identified that the UST was properly closed in accordance with Chapter 17-761, F.A.C.

requirements. No contamination was reported and No Further Action was granted DEP.

e. Asbestos-containing material has been identified at the site. This finding must be disclosed upon property transfer; no further action recommended.

f. Small arms firing range located inside the armory is assumed to contain lead residuals. This finding would be disclosed upon property transfer. **Mitigation by the Florida Army National Guard may be required by the Florida Department of Environmental Protection.**

g. Onsite structures may contain fluorescent lighting fixtures that may contain PCBs. This finding must be disclosed upon property transfer; no further action is recommended.

h. The Armory qualifies for inclusion on the NRHP list.

Conclusion/Recommendation: The CFMO-ENV staff recommends the property transfer take place with No Further Action taking place by the Florida National Guard.

Bobby M. Roach  
Environmental Program Manager  
Florida Army National Guard

# ATTACHMENT G

OAL1

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

LEASE AGREEMENT

Lease Number 4610

THIS LEASE AGREEMENT, made and entered into this 22nd day of April 2009, between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, hereinafter referred to as "LESSOR", and FRANKLIN COUNTY, FLORIDA, hereinafter referred to as "LESSEE."

LESSOR, for and in consideration of mutual covenants and agreements hereinafter contained, does hereby lease to said LESSEE the lands described in paragraph 2 below, together with the improvements thereon, and subject to the following terms and conditions:

1. DELEGATIONS OF AUTHORITY: LESSOR'S responsibilities and obligations herein shall be exercised by the Division of State Lands, State of Florida Department of Environmental Protection.
2. DESCRIPTION OF PREMISES: The property subject to this lease, is situated in the County of Franklin, State of Florida and is more particularly described in Exhibit "A" attached hereto and hereinafter referred to as the "leased premises".
3. TERM: The term of this lease shall be for a period of fifty years commencing on April 22, 2009, and ending on April 21, 2059, unless sooner terminated pursuant to the provisions of this lease.
4. PURPOSE: The LESSEE shall manage the leased premises only for the operation of the Fort Coombs Armory, along with other related uses necessary for the accomplishment of this purpose as designated in the Land Use Plan required by paragraph 8 of this lease.
5. QUIET ENJOYMENT AND RIGHT OF USE: LESSEE shall have the right of ingress and egress to, from and upon the leased premises for all purposes necessary to the full quiet enjoyment by said LESSEE of the rights conveyed herein.

6. UNAUTHORIZED USE: LESSEE shall, through its agents and employees, prevent the unauthorized use of the leased premises or any use thereof not in conformance with this lease.

7. ASSIGNMENT: This lease shall not be assigned in whole or in part without the prior written consent of LESSOR. Any assignment made either in whole or in part without the prior written consent of LESSOR shall be void and without legal effect.

8. LAND USE PLAN: LESSEE shall prepare and submit a Land Use Plan for the leased premises, in accordance with Section 253.034, Florida Statutes. The Land Use Plan shall be submitted to LESSOR for approval through the State of Florida Department of Environmental Protection, Division of State Lands. The leased premises shall not be developed or physically altered in any way other than what is necessary for security and maintenance of the leased premises without the prior written approval of LESSOR until the Land Use Plan is approved. LESSEE shall provide LESSOR with an opportunity to participate in all phases of preparing and developing the Land Use Plan for the leased premises. The Land Use Plan shall be submitted to LESSOR in draft form for review and comments within ten months of the effective date of this lease. LESSEE shall give LESSOR reasonable notice of the application for and receipt of any state, federal or local permits as well as any public hearings or meetings relating to the development or use of the leased premises. LESSEE shall not proceed with development of said leased premises including, but not limited to, funding, permit application, design or building contracts, until the Land Use Plan required herein has been submitted and approved. Any financial commitments made by LESSEE which are not in compliance with the terms of this lease shall be done at LESSEE'S own risk. The Land use Plan shall emphasize the original management concept as approved by LESSOR on the effective date of this lease which established the primary public purpose for which the leased premises are to be managed. The approved Land Use Plan shall provide the basic guidance for all

management activities and shall be reviewed jointly by LESSEE and LESSOR. LESSEE shall not use or alter the leased premises except as provided for in the approved Land Use Plan without the prior written approval of LESSOR. The Land Use Plan prepared under this lease shall identify management strategies for exotic species, if present. The introduction of exotic species is prohibited, except when specifically authorized by the approved Land Use Plan.

9. EASEMENTS: All easements including, but not limited to, utility easements are expressly prohibited without the prior written approval of LESSOR. Any easement not approved in writing by LESSOR shall be void and without legal effect.

10. SUBLEASES: This agreement is for the purposes specified herein and subleases of any nature are prohibited, without the prior written approval of LESSOR. Any sublease not approved in writing by LESSOR shall be void and without legal effect.

11. RIGHT OF INSPECTION: LESSOR or its duly authorized agents, representatives or employees shall have the right at any and all times to inspect the leased premises and the works and operations of LESSEE in any matter pertaining to this lease.

12. PLACEMENT AND REMOVAL OF IMPROVEMENTS: All buildings, structures and improvements shall be constructed at the expense of LESSEE in accordance with plans prepared by professional designers and shall require the prior written approval of LESSOR as to purpose, location and design. Further, no trees other than non-native species shall be removed or major land alterations done by LESSEE without the prior written approval of LESSOR. Removable equipment and removable improvements placed on the leased premises by LESSEE which do not become a permanent part of the leased premises will remain the property of LESSEE and may be removed by LESSEE upon termination of this lease.

13. INSURANCE REQUIREMENTS: During the term of this lease LESSEE shall procure and maintain policies of fire, extended risk, and

liability insurance coverage. The extended risk and fire insurance coverage shall be in an amount equal to the full insurable replacement value of any improvements or fixtures located on the leased premises. The liability insurance coverage shall be in amounts not less than \$100,000 per person and \$200,000 per incident or occurrence for personal injury, death, and property damage on the leased premises. Such policies of insurance shall name LESSOR, the State of Florida and LESSEE as additional insureds. LESSEE shall submit written evidence of having procured all insurance policies required herein prior to the effective date of this lease and shall submit annually thereafter, written evidence of maintaining such insurance policies to the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. LESSEE shall purchase all policies of insurance from a financially-responsible insurer duly authorized to do business in the State of Florida. Any certificate of self-insurance shall be issued or approved by the Chief Financial Officer, State of Florida. The certificate of self-insurance shall provide for casualty and liability coverage. LESSEE shall immediately notify LESSOR and the insurer of any erection or removal of any building or other improvement on the leased premises and any changes affecting the value of any improvements and shall request the insurer to make adequate changes in the coverage to reflect the changes in value. LESSEE shall be financially responsible for any loss due to failure to obtain adequate insurance coverage and the failure to maintain such policies or certificate in the amounts set forth shall constitute a breach of this lease.

14. LIABILITY: Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28,

Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

15. PAYMENT OF TAXES AND ASSESSMENTS: LESSEE shall assume full responsibility for and shall pay all liabilities that accrue to the leased premises or to the improvements thereon, including any and all ad valorem taxes and drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against the leased premises.

16. NO WAIVER OF BREACH: The failure of LESSOR to insist in any one or more instances upon strict performance of any one or more of the covenants, terms and conditions of this lease shall not be construed as a waiver of such covenants, terms or conditions, but the same shall continue in full force and effect, and no waiver of LESSOR of any of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by LESSOR.

17. TIME: Time is expressly declared to be of the essence of this lease.

18. NON-DISCRIMINATION: LESSEE shall not 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 leased premises or upon lands adjacent to and used as an adjunct of the leased premises.

19. UTILITY FEES: LESSEE shall be responsible for the payment of all charges for the furnishing of gas, electricity, water and other public utilities to the leased premises and for having all utilities turned off when the leased premises are surrendered.

20. MINERAL RIGHTS: This lease does not cover petroleum or petroleum products or minerals and does not give the right to LESSEE to drill for or develop the same, and LESSOR specifically reserves the right to lease the leased premises for purpose of exploring and recovering oil and minerals by whatever means appropriate; provided, however, that LESSEE named herein shall be fully compensated for any and all damages

that might result to the leasehold interest of said LESSEE by reason of such exploration and recovery operations.

21. RIGHT OF AUDIT: LESSEE shall make available to LESSOR all financial and other records relating to this lease, and LESSOR shall have the right to either audit such records at any reasonable time or require the submittal of an annual independent audit by a Certified Public Accountant during the term of this lease. This right shall be continuous until this lease expires or is terminated. This lease may be terminated by LESSOR should LESSEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this lease, pursuant to the provisions of Chapter 119, Florida Statutes.

22. CONDITION OF PREMISES: LESSOR assumes no liability or obligation to LESSEE with reference to the condition of the leased premises. The leased premises herein are leased by LESSOR to LESSEE in an "as is" condition, with LESSOR assuming no responsibility for the care, repair, maintenance or improvement of the leased premises for the benefit of LESSEE.

23. COMPLIANCE WITH LAWS: LESSEE agrees that this lease is contingent upon and subject to LESSEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

24. NOTICE: All notices given under this lease shall be in writing and shall be served by certified mail including, but not limited to, notice of any violation served pursuant to Section 253.04, Florida Statutes, to the last address of the party to whom notice is to be given, as designated by such party in writing. LESSOR and LESSEE hereby designate their address as follows:

LESSOR: State of Florida Department of  
Environmental Protection  
Division of State Lands  
Bureau of Public Land Administration, M. S. 130  
3800 Commonwealth Boulevard,  
Tallahassee, Florida 32399-3000

LESSEE: Alan C. Pierce, Director  
Franklin County Administration Services  
33 Market Street, Suite 203  
Apalachicola, Florida 32320

25. BREACH OF COVENANTS, TERMS, OR CONDITIONS: Should LESSEE breach any of the covenants, terms, or conditions of this lease, LESSOR shall give written notice to LESSEE to remedy such breach within sixty days of such notice. In the event LESSEE fails to remedy the breach to the satisfaction of LESSOR within sixty days of receipt of written notice, LESSOR may either terminate this lease and recover from LESSEE all damages LESSOR may incur by reason of the breach including, but not limited to, the cost of recovering the leased premises and attorneys' fees or maintain this lease in full force and effect and exercise all rights and remedies herein conferred upon LESSOR.

26. DAMAGE TO THE PREMISES: (a) LESSEE shall not do, or suffer to be done, in, on or upon the leased premises or as affecting said leased premises or adjacent properties, any act which may result in damage or depreciation of value to the leased premises or adjacent properties, or any part thereof. (b) LESSEE shall not generate, store, produce, place, treat, release or discharge any contaminants, pollutants or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the leased premises or any adjacent lands or waters in any manner not permitted by law. For the purposes of this lease, "hazardous substances" shall mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant. "Pollutants" and "pollution" shall mean those products or substances defined in Chapters 376 and 403, Florida

Statutes, and the rules promulgated thereunder, all as amended or updated from time to time. In the event of LESSEE'S failure to comply with this paragraph, LESSEE shall, at its sole cost and expense, promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, decontamination, remediation, restoration and monitoring of (1) the leased premises, and (2) all off-site ground and surface waters and lands affected by LESSEE'S failure to comply, as may be necessary to bring the leased premises and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders, and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage. LESSEE'S obligations set forth in this paragraph shall survive the termination or expiration of this lease. This paragraph shall not be construed as a limitation upon the obligations or responsibilities of LESSEE as set forth herein. Nothing herein shall relieve LESSEE of any responsibility or liability prescribed by law for fines, penalties and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by LESSEE'S activities or facilities. Upon discovery of a release of a hazardous substance or pollutant, or any other violation of local, state, or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage, production, placement, treatment, release, or discharge of any contaminant, LESSEE shall report such violation to all applicable governmental agencies having jurisdiction, and to LESSOR, all within the reporting periods of the applicable governmental agencies.

27. ENVIRONMENTAL AUDIT: At LESSOR'S discretion, LESSEE shall provide LESSOR with a current Phase I environmental site assessment conducted in accordance with the State of Florida Department of Environmental Protection, Division of State Lands' standards prior to

termination of this lease, and if necessary a Phase II environmental site assessment.

28. SURRENDER OF PREMISES: Upon termination or expiration of this lease, LESSEE shall surrender the leased premises to LESSOR. In the event no further use of the leased premises or any part thereof is needed, LESSEE shall give written notification to LESSOR and the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, at least six months prior to the release of any or all of the leased premises. Notification shall include a legal description, this lease number, and an explanation of the release. The release shall only be valid if approved by LESSOR through the execution of a release of lease instrument with the same formality as this lease. Upon release of all or any part of the leased premises or upon termination or expiration of this lease, all improvements, including both physical structures and modifications to the leased premises shall become the property of LESSOR, unless LESSOR gives written notice to LESSEE to remove any or all such improvements at the expense of LESSEE. The decision to retain any improvements upon termination or expiration of this lease shall be at LESSOR'S sole discretion. Prior to surrender of all or any part of the leased premises a representative of the Division of State Lands, State of Florida Department of Environmental Protection shall perform an on-site inspection and the keys to any building on the leased premises shall be turned over to the State of Florida Department of Environmental Protection, Division of State Lands. If the improvements do not meet all conditions as set forth in paragraphs 19 and 35 herein, LESSEE shall pay all costs necessary to meet the prescribed conditions.

29. BEST MANAGEMENT PRACTICES: LESSEE shall implement applicable Best Management Practices for all activities conducted under this lease in compliance with paragraph 18-2.018(2)(h), Florida Administrative Code, which have been selected, developed, or approved

by LESSOR or other land managing agencies for the protection and enhancement of the leased premises.

30. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the leased premises is held by LESSOR. LESSEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property contained in the leased premises including, but not limited to, mortgages or construction liens against the leased premises or against any interest of LESSOR therein.

31. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this lease shall be ruled by a court of competent jurisdiction, to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

32. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this lease in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the State of Florida Department of State, Division of Historical Resources. The Land Use Plan prepared pursuant to Chapter 18-2, Florida Administrative Code, shall be reviewed by the Division of Historical Resources to insure that adequate measures have been planned to locate, identify, protect and preserve the archaeological and historic sites and properties on the leased premises.

33. SOVEREIGNTY SUBMERGED LANDS: This lease does not authorize the use of any lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space thereabove.

34. ENTIRE UNDERSTANDING: This lease sets forth the entire understanding between the parties and shall only be amended with the prior written approval of LESSOR.

35. MAINTENANCE OF IMPROVEMENTS: LESSEE shall maintain the real property contained within the leased premises and any improvements

located thereon, in a state of good condition, working order and

Page 10 of 1514

Lease No.4610

repair including, but not limited to, removing all trash or litter, maintaining all planned improvements as set forth in the approved Land Use Plan, and meeting all building and safety codes. LESSEE shall maintain any and all existing roads, canals, ditches, culverts, risers and the like in as good condition as the same may be on the effective date of this lease.

36. GOVERNING LAW: This lease shall be governed by and interpreted according to the laws of the State of Florida.

37. SECTION CAPTIONS: Articles, subsections and other captions contained in this lease are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this lease or any provisions thereof.

38. ADMINISTRATIVE FEE: LESSEE shall pay LESSOR an annual administrative fee of \$300 pursuant to subsection 18-2.020(8), Florida Administrative Code. The initial annual administrative fee shall be payable within thirty days from the date of execution of this lease agreement and shall be prorated based on the number of months or fraction thereof remaining in the fiscal year of execution. For purposes of this lease agreement, the fiscal year shall be the period extending from July 1 to June 30. Each annual payment thereafter shall be due and payable on July 1 of each subsequent year.

39. SPECIAL CONDITIONS: The following special conditions shall apply to this lease. None.

IN WITNESS WHEREOF, the parties have caused this lease to be executed on the day and year first above written.

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

[Signature]  
Witness

Robin S. Smith  
Print/Type Name

[Signature]  
Witness

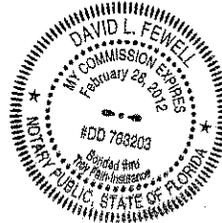
Judy Woodard  
Print/Type Name

By: Gloria C. Barber (SEAL)  
GLORIA C. BARBER, OPERATIONS AND MANAGEMENT CONSULTANT MANAGER  
BUREAU OF PUBLIC LAND ADMINISTRATION, DIVISION OF STATE LANDS, STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

"LESSOR"

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 2nd day of April, 2009, by Gloria C. Barber, as Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.



[Signature]  
Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:

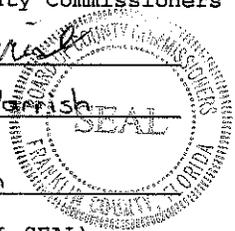
Approved as to Form and Legality

By: [Signature]  
DEP Attorney

FRANKLIN COUNTY, FLORIDA  
By its Board of County Commissioners

Mark C. Currenton  
Witness  
Mark C. Currenton  
Print/Type Name  
Roxie E. Allen  
Witness  
Roxie E. Allen  
Print/Type Name

By: Joseph A. Parrish  
Joseph A. Parrish  
Print/Type Name  
Title: Chairman  
(OFFICIAL SEAL)



ATTEST: Marcia M. Johnson  
County Administrator and Ex-Officio  
Clerk of the Board of County  
Commissioners of Franklin  
County

"LESSEE"

STATE OF FLORIDA  
COUNTY OF FRANKLIN

The foregoing instrument was acknowledged before me this 17  
day of April 2009, by Joseph A. Parrish and  
Marcia M. Johnson, as Chairman and  
Marcia M. Johnson Clerk of Court respectively, on behalf of the Board of  
County Commissioners of Franklin County, Florida. They are personally  
known to me or have produced personally known as identification.

Rachel L. Ward  
Notary Public, State of Florida

Rachel L. Ward  
Print/Type Notary Name

Commission Number:  
Commission Expires:



EXHIBIT "A"

LEGAL DESCRIPTION OF THE LEASED PREMISES

Apalachicola - Franklin County - Armory

Recorded 23 July 1948, by Clerk of Circuit Court, Franklin County,  
Volume "O O" of Deeds, Page 425-426.

The Southeast Half (SE $\frac{1}{2}$ ) of Lot Two (2), Block Nine (9), said  
half being further described as that half which adjoins Lot  
One (1) of said Block 9 in the City of Apalachicola, accord-  
ing to the official map of said City now in use.

6  
95  
7W

Apalachicola - Franklin County - Motor Storage Compound

Recorded 23 February 1934, by Clerk of Circuit Court, Franklin  
County, Book "R", Pages 324-327.

All that certain piece, parcel, lot or tract of land situated,  
lying and being in the County of Franklin, State of Florida, and  
more particularly described as Lot One (1) in Block Nine (9) in  
the City of Apalachicola, according to the map or plan thereof  
in general use.

6  
95  
7W

BSM APPROVED  
By 11 Date 1/8/09



5230 West Highway 98 Panama City FL 32401  
P: 850.913.3285 F: 850.913.3269  
careersourcegc.com

June 17, 2019

Mr. Michael Morón, County Coordinator  
34 Forbes Street, Ste. 1  
Apalachicola, FL 32320

Dear Mr. Moron:

Please find attached the CareerSource Gulf Coast 2019-2020 budget . We are requesting approval of this item by the Franklin County BOCC at the July 2, 2019 board meeting. State law requires that this item be approved by our respective county commissions in the workforce area that we serve.

Thanks for your continued support.

Sincerely,

A handwritten signature in blue ink that reads "Kimberly L. Bodine".

Kimberly L. Bodine

Executive Director





5230 West Highway 98 Panama City FL 32401  
 P: 850.913.3285 F: 850.913.3269  
 careersourcegc.com

**CareerSource Gulf Coast 2019-2020 Budget**

Admin Salaries/Benefits	516,873
Operational Expenses	204,278
Direct Svcs Salary/Benefits	1,034,490
Direct Services	9,560,374
Job Center Lease	260,000
Job Center Operational	118,850
Contracted to Svc Prov	1,370,920
<b>Total</b>	<b>13,065,785</b>

**Prior Year Comparison:**

2018-2019	2019-2020	Increase/ (Decrease)	Percentage
Beginning Budget	Beginning Budget		
<b>3,920,982</b>	<b>13,065,785</b>	<b>9,144,803</b>	<b>+333%</b>

Law requires that 50% of WIOA Adult and Dislocated Worker funds (estimated at 727,245) must be used on tuition, books, training, case management, and training program management. The above Direct Services line contains 30% of the WIOA Adult and Dislocated Worker allocation including estimated carryforward.

**A waiver request to 30% is recommended.**

As required by law, no more than 10% of our budget that can be spent on Admin expenses.

Salaries/Benefits include 26 full-time & 14 seasonal positions, FICA, Retirement, Health & Life Insurance, and Compensated Absences. Some of the salary/benefit category will include Admin expenses.

Operational Expenses include supplies, equipment, phone, internet, cell phone, postage, maintenance/repair, travel, meeting expenses, insurance (directors & officers liability), printing, audit fees, dues/memberships, software, copier leases, professional development, subscriptions, advertising, legal/professional/temp services. Some of the operational expense category will include Admin expenses.

Direct Services include tuition, books, food, food related, participant travel, supportive services, lease/rent, utilities, supplies, equipment, phone, internet, cell phone, postage, maintenance/repair, fees, travel, meeting expenses, insurance (participant/liability/property/flood/auto), dues/memberships, software, copier leases, professional development, printing, subscriptions, advertising, legal/professional/temp services.

Job Center Lease includes lease of CareerSource Gulf Coast Job Center (utilities included).

Job Center Operational includes supplies, equipment, phone, internet, cell phone, maintenance/repair, travel, meeting expenses, insurance (liability/property/flood), legal/professional services, dues/memberships, software, copier leases, postage meter rent, advertising.

Contracted to Service Providers includes:

Gulf Coast State College	550,855	One-Stop/Job Center Operator
Royal American Management	276,000	Welfare Transition, SNAP E & T
Gulf Coast State College	184,065	Out of School Youth Program
Gulf Coast State College	40,000	Advanced Manufacturing training
ARC of the Bay	200,000	Pathways to Prosperity
City of Apalachicola, Project Impact	20,000	Summer Youth Program
Bay District Schools	100,000	Summer Youth Program



# Nikol Adrienne Tschaepe

1520 East Gulf Beach Drive • Eastpoint, FL 32328 • nikol.tschaepe@gmail.com • 850 387 5393

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## OBJECTIVE

Utilize my unique skill set and experience in nursing, hospital and research operations, and construction projects to benefit Franklin County's medical needs.

## EXPERIENCED IN THE FOLLOWING AREAS

- Medical policy/program development and coordination with stakeholders
- Operations management of programs and facilities
- Project management development and implementation of construction projects including review of construction bids

## EDUCATION

- **Gulf Coast State College**, Panama City, FL (Expected 2020)  
Bachelor of Science in Nursing
- **Gulf Coast State College**, Panama City, FL (2018)  
Associate Degree Nursing (RN)
- **Gulf Coast State College**, Panama City, FL (2016)  
Advanced Technical Diploma – Emergency Medical Technician
- **Boston University**, Boston, MA (1995)  
B.A. Biology with a Specialty in Marine Science
- **Middle Tennessee State University**, Murfreesboro, TN  
Graduate program in Biology, Chemistry, and Education program
- **University of Memphis**, Memphis, TN  
Graduate program in Geography, Mapping, and Water Resources

## EXPERIENCE

George E. Weems Memorial Hospital/Franklin County Current  
*Interim Operations Manager*

St. George Island Volunteer Fire Department Current  
*Volunteer Fire/Rescue*

Champalimaud Foundation 2011 to 2014  
*Director*

- Coordinated construction project managers, vendors, researchers, agencies and Board of Directors to complete new vivarium in the Centre for the Unknown (37,670 square feet)
- Organized and developed departmental operations, including but not limited to budgeting/finance operations (1 million USD) and staffing requirements for investigative staff
- Consulted with architects, engineers and researchers on other vivarium projects
- Evaluated and selected future equipment requirements

National University of Singapore 2008 to 2011  
Comparative Medicine

*Assistant Director*

- Managed and ensured daily operations of 5 vivaria and a 55,000 sq. ft. production facility
- Organized and developed the infrastructure for the department including but not limited to budgeting/finance, staffing, interactions with University administration, and disaster plans
- Oversaw a 33 million (USD) construction project of a new 79,082 square foot vivarium and the outfitting equipment budget of 22 million (USD)
- Coordinated activities of contractors, vendors, university officials, researchers, government agencies and the Director to ensure forward departmental progress.
- Purchased new equipment, researched new technologies for incorporation into workflow

Vet Med Ventures, Inc. Henderson Companion Animal Hospital <i>Business Manager</i>	2005 to 2009
University of Florida Animal Care Services <i>Coordinator Research Programs Services: SPF, Conventional, &amp; Infectious Diseases</i>	2005
Duke University Medical Center, DLAR Veterinary Diagnostic Laboratory <i>Veterinary Technician II</i>	2004 to 2005
Charles River Laboratories, University of Vermont <i>Veterinary Technician</i>	2002 to 2004
University of Vermont, College of Medicine Department of Pathology <i>Laboratory Technician III</i>	2001 to 2002
Stone Environmental, Montpelier, VT <i>Staff Scientist</i>	2000 to 2001
State of Tennessee Division of Water Pollution Control <i>Environmental Specialist III</i>	1999 to 2000
National Oceanic and Atmospheric Administration National Marine Fisheries Service Northeast Science Center; Woods Hole, MA <i>Scientist; Various Contract Work</i>	May 1994 to October 1995

**CERTIFICATIONS and PROFESSIONAL DEVELOPMENT**

- **Registered Nurse** license RN9505987 (February 2019)
- **AHA Basic Life Support** (September 2018)
- **AHA Pediatric Advanced Life Support** (August 2018)
- **AHA Advanced Cardiovascular Life Support** (May 2018)
- **Florida Emergency Medical Technician** license 555791 (February 2017)
- **National Registry of Emergency Medical Technicians** Registry Number E3303892 (Jan '17)
- **ILAM 2011** - The Institute for Laboratory Animal Management {Team Leader 2011}
- **CMAR** - American Association for Laboratory Animal Science (AALAS) Certified Manager  
Animal Resources May 2010
- **LATG** - American Association for Laboratory Animal Science (AALAS) Laboratory Animal  
Technologist September 2009

## Weems Memorial Hospital

### General Project Representative Role & Responsibilities

1. Construction Project Requirements – Participates in the development of and understands the Construction Project requirements including site logistics, site safety, and fire hazard procedures.
2. Monitoring Reports – Monitors construction and provides reports to Rural Development (with copies to the Franklin County Board of Commissioners, Weems Memorial Hospital, Architect, and Contractor) for work financed with Rural Development funds to include:
  - a. Actual construction accomplishments compared to the construction schedule
  - b. Narrative providing an explanation why established goals were not met, analysis and explanation of cost overruns or high unit costs and how payment is to be made for such items.
  - c. Identification of events having a significant impact on the project such as
    - Problems, delays, or adverse conditions which will materially affect the ability to attain program objectives or prevent meeting critical path deadlines along with proposed action plan to overcome the situation
    - Favorable developments or events which will enable the work to be completed sooner than anticipated or cost savings which may result in less Rural Development assistance
3. Onsite Record Documents and Daily Diary – Maintains a set of onsite record documents (drawings and specifications, shop drawings and submittals, commissioning reports, and warranty information). Maintains a record of daily construction progress in a format similar to the attached Inspection Form to be submitted to the Owner upon completion of the project.
4. Infection Control Risk Assessment (ICRA) – Monitors the ICRA plan considering how internal and external building areas and sites are being affected during construction and identify potential risk of transmission of airborne and waterborne biological contaminants that could adversely affect infection prevention.
5. Prefinal and Final Inspections – Helps facilitate and participates in prefinal and final inspections by the architect and engineers, building officials having jurisdiction, and representatives of Rural Development.

### General Project Representative Duties and Reporting Protocols

6. Reports directly to the Franklin County Coordinator and Franklin County Board of Commissioners.
7. Collaborates with the Hospital CEO, Hospital Board, Architect, and Contractor.
8. Applies technical knowledge and experience in inspection of work. Works within the lines of communication and reporting protocols deploying available technology (for example, Facetime, iPad, Photoshare, etc.) to communicate and coordinate with the various project team members.
9. Coordinates and communicates with the Hospital vendors providing systems, equipment, and furnishings to the project.
10. Attends on-site construction meetings and monthly evaluation of the project progress.

# Inspection Form

Project:		Date:		Report #
City:		Type of Inspection: Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Event Specific <input type="checkbox"/> (Event:            )		
Weather	Temp. (°F):	Precip.:	Observed Conditions:	
<b>Contractor Information</b>				
Contractor			Superintendent	
Address			Telephone	
Job Site			Superintendent	
Telephone			Signature	
<b>General Contractor Crew Information</b>				
	Crew #	Type of Crew		# Ind.
<b>Subcontractor Information</b>				
	Subcontractor Name		Sub Telephone	# Ind.
<b>Construction Equipment On-Site</b>		<b>#</b>	<b>Construction Activities Performed</b>	<b>%</b>
<b>Stored Materials</b>				
<b>Type</b>		<b>Amount</b>	<b>Type</b>	<b>Amount</b>
<b>Erosion Control Measures Observations and Issues</b>				
<b>Observed Conditions Notes</b>				
	<b>Issue #</b>	<b>Description</b>	<b>Time</b>	

*Continue on back of form if necessary*

**Issues and Observations Reports (Signage-Security-Noise-Dust-Safety-Traffic-Property)**

	<b>Observed Conditions Notes</b>		
	<b>Issue #</b>	<b>Description</b>	<b>Time</b>

**Testing**

	<b>Observed Conditions Notes</b>		
	<b>Issue #</b>	<b>Description</b>	<b>Time</b>

**General On-Site Activity and Conditions (Notes)**

**Resident Observer Information**

<b>Name</b>		<b>Resident</b>	
<b>Telephone</b>		<b>Observer</b>	
		<b>Signature</b>	

*Continue on back of form if necessary*

**Additional Notations & Comments:**

**Building Official Inspections (AHCA, RD, Local, Other)**

Name(s)	Agency	Instructions

**Discussions with and Instructions to Contractor:**

**Discussions with and Instructions from Others:**

**Events Affecting Schedule or Cost:**



5230 West Highway 98 Panama City FL 32401  
P: 850.913.3285 F: 850.913.3269  
careersourcegc.com

June 19, 2019

Mr. Michael Moróne  
County Coordinator  
34 Forbes Street, Ste. 1  
Apalachicola, FL 32320

Dear Mr. Moróne:

We respectfully request that the Franklin County Commission re-appoint Ted Mosteller to another three year term on the CareerSource Gulf Coast (Gulf Coast Workforce Board) representing the private sector. He has expressed an interest in being re-appointed to our board and meets the criteria required by state and federal law for membership. His current term expires July 1, 2019.

If additional information is required, you may contact me or Donna Stapleton at 850-913-3285. Please let us know when the commission has taken action on this request. As always, thank you for your assistance in helping our board meet the federal/state rules and regulations.

Yours truly,

A handwritten signature in blue ink that reads "Kimberly L. Bodine".

Kimberly L. Bodine  
Executive Director



*The Law Office of Thomas M. Shuler, P.A.*  
*Apalachicola, Florida 32320*

Phone: 850-653-1757

Fax: 850-653-8627

Email: [mshuler@shulerlawfl.com](mailto:mshuler@shulerlawfl.com)

Mailing Address:

40-4<sup>th</sup> Street

Apalachicola, FL 32320

July 1, 2019

To: Franklin County Board of County Commissioners  
From: Thomas M. Shuler, Esquire  
Re: July 2, 2019 meeting

---

**ACTION ITEM**

1. ARPC Contract for RESTORE services and GIS mapping services – needs chairman signature.

In April 2019, the Board approved consideration of two contracts with ARPC. The RESTORE services contract and the GIS mapping contract.

The RESTORE contract is for Pot 3 funds, the Gulf Consortium funds. The county's obligation to pay ARPC for its services is limited to our RESTORE funds. The County can cancel the contract without cause or liability upon 30 days written notice an exclusive venue for any dispute related to the contract shall be in Franklin County.

The GIS contract is for annual services to assist Franklin County with its GIS mapping needs. The annual contract is limited to a maximum of \$10,000.00 per year. The County can cancel the contract without cause or liability upon 30 days written notice an exclusive venue for any dispute related to the contract shall be in Franklin County.

**BOARD ACTION REQUESTED:** Approval of the chairman's signature on the two contracts with ARPC for Pot 3 RESTORE services and GIS mapping service.

**INFORMATIONAL ITEMS**

2. **SGI Overlay Matter – C4 Residences with no commercial uses**

Approximately two month ago, myself and Mr. Curenton were contacted by a representative of group of property owners on St. George Island, Florida. These properties consist of the shotgun houses there which are exclusively residential with no commercial retain on the first floor and are commonly rented out for transient rental purposes. I have referred to such structures as "C4 Residences" as a convenience.

These C4 Residential properties are all located with the recently adopted overlay area on the island, which consists of the land located between 3<sup>rd</sup> Street East and 3<sup>rd</sup> Street West and comprises the “commercial district” on the island.

The “Overlay District” requires that all C4 properties shall have a first floor consisting of commercial uses.

Currently, all of the C4 Residences are grandfathered in. Their concern is that if their C4 Residential structures are destroyed or damaged by more than 50% of their fair market value that they may lose their grandfathering status and be required to have first floor commercial uses, instead of the first floor transient rental and/or residential uses that they are currently making of those properties.

Attached is a map drawn by Mr. Curenton showing the location of the C4 Residential structures at issue. Generally speaking, they are the area shown in blue.

What these property owners are requesting is that you consider holding a public hearing to amend the “Overlay District” so that their current C4 Residential Structures can be rebuilt with purely residential/transient rental uses with no first-floor commercial uses.

I wanted the board to be made aware of this request formally.

Myself and staff will continue to consider this matter.

### **3. Apalachicola Airport – Lease renewal**

A final draft of the proposal will be completed and sent to Centric this week for their consideration.

After discussion, I am going to change the proposed termination provision as follows: For the purchase of capital equipment, Franklin County will have the option of either purchasing the equipment at its then fair market value or Centric can take it with them. As to capital improvement to the FBO building, they become integrated into the building and become the property of Franklin County. Any commercial fixture which is easily removed and furnishing shall remain the property of Centric Aviation or the county can elect to purchase it at its then fair market value.

### **4. Apalachicola Airport – T-Hanger Rental Collection Matter**

We have determined that quite a number of the T-Hanger were constructed over 20 years ago and the grant conditions limited rentals as to them has expired. There were three difference construction phases for T-hangers, so staff continues to work on determining exactly which T-Hangers are older than 20 years and which are not.

### **5. Juan Gil vs. Franklin County (ADA Website Accessibility Lawsuit)**

A response to the lawsuit is due 7/2/19. The County’s insurance company decline coverage, so I am preparing the response to the lawsuit. That response will be a motion to dismiss the lawsuit based on Plaintiff’s lack of standing, the “primary jurisdiction” doctrine (DOJ has not adopted formal rules, and court should abstain from acting until DOJ adopts formal rulemaking) and violation of Franklin County’s right to due process and fundamental fairness in circumstances when the DOJ has not adopted rulemaking and the county has no legal duty to comply with an formal set of website accessibility rules.

**6. Alan Feffer Public Record Request**

Mr. Feiffer has made a public record request to Weems Hospital which essentially relates to the possible construction of a new hospital and inquired about an allegedly closed finance committee meeting. I am working with Mr. Cannington and Mr. Moron on these matters.

**7. Animal Control Ordinance (2017-7)**

On June 18, 2019, a discussion was held concerning whether dogs could run at large on the public beach subject to voice control.

I have reviewed the ordinance and am working with your Animal Control department to develop a formal response to the board, as directed.

My initial opinion is that the general rule is that animals must not run at large and must be on a leash. There are exceptions to that general rule for activities such as training, sporting events, hunting during season in an area in which dogs are authorized, etc..

In my opinion, those exceptions exclude individuals who are just walking their dogs on the public beach.

The exact language in the ordinance concerning "Direct Control" is reproduced below:

*"Direct control* means immediate, continuous physical control of a dog at all times such as by means of a leash, cord, or chain of such strength to humanely restrain the dog, and controlled by a person capable of restraining the dog, or humane safe and secure restraint within a vehicle. If the controlling person is at all times fully and clearly within unobstructed sight and hearing of the dog, voice control shall be considered direct control only when the dog is actually participating in training or in official showing, obedience, or field event. Direct control shall not be required of dogs actually participating in a legal sport in an authorized area or to government police dogs."

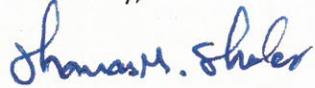
An issue that appears to be relevant is education of visitors to our areas of what the ordinance requires. Perhaps we could consider having the TDC print and distribute education brochures outlining the ordinance.

**8. Dog Cases Dismissed (two)**

After discussion with Mr. Fonda Davis, the Animal Control director, the following two dog cases have been recently dismissed by Franklin County.

- a. Franklin County vs. Brandis Paul
- b. Franklin County vs. Myron Stitt

Sincerely,



Thomas M. Shuler  
Franklin County Attorney

Enc: SGI Overlay Map Showing C4 Residences in Blue



GULF OF MEXICO

OFFICIAL FRANKLIN COUNTY ZONING MAP  
 APPROVED BY THE FRANKLIN COUNTY BOARD  
 OF COUNTY COMMISSIONERS SEPTEMBER 19, 2000.  
 By *Clarence Williams*  
 CHAIRMAN

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for limited proceeding for recovery of incremental storm restoration costs related to Hurricane Michael and approval of second implementation stipulation, by Duke Energy Florida, LLC.

DOCKET NO. 20190110-EI  
ORDER NO. PSC-2019-0268-PCO-EI  
ISSUED: July 1, 2019

The following Commissioners participated in the disposition of this matter:

ART GRAHAM, Chairman  
JULIE I. BROWN  
DONALD J. POLMANN  
GARY F. CLARK  
ANDREW GILES FAY

ORDER APPROVING INTERIM STORM RECOVERY CHARGE

BY THE COMMISSION:

Background

On April 30, 2019, Duke Energy Florida, LLC (DEF or Company) filed a petition for a limited proceeding seeking authority to implement an interim storm restoration recovery charge to recover a total of \$223.5 million for the incremental restoration costs related to Hurricane Michael and to replenish its storm reserve. This amount includes \$2.5 million for: interest, bond issuance expense, and the regulatory assessment fee gross-up. DEF's storm reserve was depleted as a result of Hurricanes Irma and Nate, and DEF is seeking to replenish the storm reserve to the level authorized in the Second Revised and Restated 2017 Settlement Agreement (2017 Settlement) approved by this Commission in Order No. PSC-2017-0451-AS-EU.<sup>1</sup>

DEF filed its petition pursuant to the provisions of the 2017 Settlement. Pursuant to the 2017 Settlement, DEF can recover storm costs, without a cap on the level of charges on customer bills, on an interim basis beginning 60 days following the filing of a petition for recovery. DEF proposes to implement an interim charge for a 12-month period effective July 2019. The interim charge results in an increase of \$6.95 per 1,000 kilowatt hour (kWh) on a residential bill.

Included in the petition (and attached to this Order as Attachment A) is a Second Implementation Stipulation (Stipulation). At the Commission Conference on June 11, 2019, we approved the Stipulation, as it is in the public interest. The Stipulation allows DEF to apply the

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<sup>1</sup> Order No. PSC-2017-0451-AS-EU, issued November 20, 2017, in Docket No. 20170183-EI, *In re: Application for limited proceeding to approve 2017 second revised and restated settlement agreement, including certain rate adjustments, by Duke Energy Florida, LLC.*

tax savings approved by this Commission in Order No. PSC-2019-0053-FOF-EI to offset the storm recovery surcharge that was requested in this docket, and would replenish the storm reserve to a level authorized in the 2017 Settlement. The authorized level in the 2017 Settlement was \$132 million.<sup>2</sup> DEF, the Office of Public Counsel, Southern Alliance for Clean Energy, and White Springs Agricultural Chemical, Inc. agreed to the Stipulation. Florida Retail Federation, and Florida Industrial Power Users group took no position on the Stipulation.

We have jurisdiction over this matter pursuant to Sections 366.04, 366.05, 366.06, and 366.076, Florida Statutes.

### Decision

#### I. Authorization of Interim Storm Restoration Recovery Charge and Approval of the Second Implementation Stipulation

DEF filed a petition for a limited proceeding seeking authority to implement an interim storm restoration recovery charge to recover a total of \$223.5 million for the incremental restoration costs related to Hurricane Michael. The \$223.5 million includes \$2.5 million for interest, bond issuance expense, and a regulatory assessment fee gross-up. The petition was filed pursuant to the provisions of the 2017 Settlement approved by this Commission in Order No. PSC-2017-0451-AS-EU. Pursuant to Paragraph 38 of the 2017 Settlement, DEF can begin recovery of storm costs, without a cap, 60 days following the filing of a petition for recovery. DEF has requested an interim storm restoration recovery charge to implement for a 12-month period, effective July 2019 through June 2020.

In its petition, DEF asserts that it incurred total retail recoverable costs of approximately \$223.5 million as a result of Hurricane Michael. DEF further asserts that this amount was calculated in accordance with the Incremental Cost and Capitalization Approach (ICCA) methodology prescribed in Rule 25-6.0143, Florida Administrative Code (F.A.C.).

In its petition, DEF filed proposed Eighty-Fifth Revised Tariff Sheets Nos. 6.105, 6.106, and 6.107, to implement the approved storm recovery charge. However, following our approval of the Stipulation, DEF withdrew its proposed tariff sheets. DEF's Stipulation seeks to avoid volatility in customer rates by recognizing and then utilizing annual tax reform benefits resulting from the Tax Cuts and Jobs Act of 2017 (Tax Act) as a direct offset to avoid implementing separate cost recovery of storm damage costs<sup>3</sup> that customers would have otherwise been obligated to pay. With our approval of the Stipulation, DEF shall be entitled to record a monthly storm reserve accrual equal to one-twelfth of our approved annual revenue requirement impact of the Tax Act and credit the retail storm reserve from May 2020 through full recovery of our final approved actual storm recovery amount. Once the final approved actual storm recovery amount has been recovered, or offset, DEF shall reduce base rates in the manner prescribed in the 2017 Settlement and Order No. 2019-0053-FOF-EI.

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<sup>2</sup> Order No PSC-2019-0053-FOF-EI, issued February 1, 2019, in Docket No. 20180047-EI, *In re: Consideration of the tax impacts associated with Tax Cuts and Jobs Act of 2017 for Duke Energy Florida, LLC*.

<sup>3</sup> The tax reform benefits offset the approved storm recovery charge of \$6.95 per 1,000 kWh on a residential bill.

Our approval of an interim storm restoration recovery charge is preliminary in nature and is subject to refund pending further review once the total actual storm restoration costs are known. After the actual costs are reviewed for prudence and reasonableness, and are compared to the actual amount recovered through the interim storm restoration recovery charge, a determination will be made whether any over/under recovery has occurred. The disposition of any over/under recovery, and associated interest, would be considered by us at a later date.

Based on a review of the information provided by DEF in its petition, we hereby authorize DEF to implement an interim storm restoration recovery charge subject to refund. Once the total actual storm costs are known, DEF shall be required to file documentation of the storm costs for Commission review and true-up of any excess or shortfall. This is not a confirmation or endorsement of the prudence of DEF's forecasted costs and plans. This order only allows DEF to begin recovery on an interim basis in accordance with the 2017 Settlement. This interim recovery is subject to refund following a hearing or formal proceeding where the veracity and prudence of DEF's actual restoration costs can be fully vetted.

## II. Security for Interim Storm Restoration Recovery Charge

We find that all funds collected by DEF subject to refund shall be secured by a corporate undertaking. We reviewed DEF's financial statements to determine if the Company can support a corporate undertaking to guarantee the funds collected for recovery of incremental storm restoration costs related to Hurricane Michael. The criteria for a corporate undertaking include sufficient liquidity, ownership equity, profitability, and interest coverage to guarantee any potential refund. DEF's 2016, 2017, and 2018 financial statements were used to determine the financial condition of the Company. DEF's financial performance demonstrates adequate levels of ownership equity, profitability, and interest coverage, but marginal liquidity due to negative working capital. However, the Company participates in Duke Energy Corporation's money pool and has access to additional funds if needed.

DEF has adequate resources to support a corporate undertaking in the amount requested. Based on this analysis, we find that a corporate undertaking of \$223.5 million is acceptable.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that Duke Energy Florida, LLC is hereby authorized to implement an interim storm restoration recovery charge subject to refund. It is further

ORDERED that Duke Energy Florida, LLC shall file with this Commission documentation of the actual storm costs once those costs are known. It is further

ORDERED that Duke Energy Florida, LLC's Second Implementation Stipulation is approved. It is further

ORDERED that all funds collected by Duke Energy Florida, LLC subject to refund shall be secured by a corporate undertaking. It is further

ORDERED that a corporate undertaking of \$223.5 million is acceptable. It is further

ORDERED that this docket shall remain open for future disposition by this Commission.

By ORDER of the Florida Public Service Commission this 1st day of July, 2019.



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ADAM J. TEITZMAN  
Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399  
(850) 413-6770  
www.floridapsc.com

Copies furnished: A copy of this document is provided to the parties of record at the time of issuance and, if applicable, interested persons.

AJW

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing.

Any party adversely affected by this order, which is preliminary, procedural or intermediate in nature, may request: (1) reconsideration within 10 days pursuant to Rule 25-22.0376, Florida Administrative Code; or (2) judicial review by the Florida Supreme Court, in the case of an electric, gas or telephone utility, or the First District Court of Appeal, in the case of a water or wastewater utility. A motion for reconsideration shall be filed with the Office of

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Commission Clerk, in the form prescribed by Rule 25-22.0376, Florida Administrative Code. Judicial review of a preliminary, procedural or intermediate ruling or order is available if review of the final action will not provide an adequate remedy. Such review may be requested from the appropriate court, as described above, pursuant to Rule 9.100, Florida Rules of Appellate Procedure

**Second Implementation Stipulation**

1. The 2017 Second Revised and Restated Settlement Agreement (“Agreement”) was approved by the Commission in Order No. PSC-2017-0451-AS-EU. As explained more fully below, the signatories to the Agreement enter into this Second Implementation Stipulation (“Stipulation”) to implement specific provisions related to the timing of rate treatment of certain events contemplated in the Agreement that have become manifest (i.e., storm restoration costs and federal tax reform).
2. Paragraph 38(c) of the Agreement grants Duke Energy Florida, LLC (“DEF”) the right to recover, on an interim basis, storm damage costs sixty days after filing a petition with the Commission. Pursuant to this paragraph, simultaneous with the filing of this Stipulation, DEF filed for the recovery of \$221 million (retail) estimated for storm damage costs associated with Hurricane Michael.
3. Paragraph 16 of the Agreement provides a mechanism for calculating and implementing the impact of tax reform on DEF’s rates, which will inure to the benefit of customers on the effective date of tax reform changes. On December 22, 2017, the President signed the Tax Cuts and Jobs Act (“Tax Act”) into law. Part of the Tax Act includes a reduction in the corporate tax rate from 35 percent to 21 percent. In Docket No. 20180047-EI, the FPSC approved a stipulation that established the impact of the Tax Act results in a reduction in revenue requirements of approximately \$154.7 million per year (after taking into account the \$50 million accelerated depreciation of Crystal River (“CR”) Units 4 and 5 as expressly provided in the Agreement). As specified in the Agreement, DEF was obligated to reduce customer base rates within 120 days of the December 22, 2017 enactment date, or by April 21, 2018, to account for the impacts of the Tax Act. However, in Docket No. 20170272-EI, the Commission approved an Implementation Stipulation that permitted DEF to apply the tax savings to offset the storm costs and replenish DEF’s storm reserve DEF petitioned to recover in that docket.
4. Per the Agreement, DEF’s storm damage costs are allocated to customer rate classes in the same manner as base rates. Absent this Stipulation, DEF would be authorized to increase rates by \$221 million for the period July 2019 through the last billing cycle of June 2020, which equates to a \$6.95/1,000 kWh impact on a standard residential bill. This increase would have a significant impact on our customers. The Signatory Parties seek to avoid this impact and agree that after full recovery of the costs authorized for recovery by the Commission in Docket No. 20170272-EI but before starting the replenishment of the reserve, DEF will utilize the annual Tax Act benefits to avoid implementing the charge to customers for storm damage costs that they would have otherwise been obligated to pay. To accomplish this goal, DEF shall, after Commission approval of the Stipulation in this

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- Docket, withdraw the tariff sheets it filed simultaneously with the filing of this Stipulation (i.e., the tariff surcharge shall never become effective).
5. DEF anticipates the storm costs that are the subject of Docket No. 20170272-EI, before replenishment of the reserve, will be fully recovered by the end of April, 2020. At that time, the signatories agree that DEF shall be entitled to continue to record a monthly storm reserve accrual equal to one-twelfth of the annual Commission-approved revenue requirement impact of the Tax Act (i.e., 1/12 of \$154.7 million or approximately \$12.9 million) and credit the retail storm reserve from May 2020 until DEF's estimated Hurricane Michael -related costs have been fully recovered and the storm reserve has been replenished (any unrecovered portion of the storm reserve balance would subsequently be recovered in 2022). Attached to this implementation stipulation as Appendix C is an example of the estimated application of this treatment to the storm costs. These amounts are subject to final true-up based on the results of Docket 20170272-EI as well as the current Docket upon final determination of the appropriate recoverable storm costs by the Commission. A specific condition of the signatories agreeing to this Stipulation is that the Commission will issue an order explicitly authorizing such action. The signatories agree that once the final Commission-approved actual storm recovery and storm reserve replenishment amount has been recovered, DEF shall reduce base rates in the manner prescribed in the Agreement and commensurate with the Commission-approved Tax Act savings beginning in the month following the final month of storm recovery (including reserve replenishment). DEF agrees to file tariff sheets at least 60 days before to reflect the reduced rates. The intent of this recovery schedule is to allow for DEF to recover all costs authorized for recovery in Docket No. 20170272-EI and the docket in which the Commission will consider this Stipulation.
  6. All signatories maintain and do not waive their rights to raise any argument that is allowed under the Agreement with respect to the reasonable and prudent level of storm damage costs that are the subject of the docket that will be opened to consider DEF's Hurricane Michael costs. It is the intent of the signatories, and a condition of this Stipulation, that the proceeding contemplated in Paragraph 38(c) shall be conducted as if this Stipulation did not exist.
  7. The parties intend that the storm damage costs be transparent and ascertainable on a stand-alone basis. DEF shall file quarterly a storm cost overview which accounts and reports on the storm damage costs, the costs remaining to be satisfied, the projected date such costs will be satisfied, and the amount of Tax Act savings applied to storm damage costs.

**Duke Energy Florida, LLC**

By  for

Catherine Stempien  
299 1<sup>st</sup> Ave N  
St. Petersburg, Florida 33701

Office of Public Counsel

By  \_\_\_\_\_

J.R. Kelly, Esquire  
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111 W. Madison St., Room 812  
Tallahassee, Florida 32399

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**Florida Industrial Power Users Group**

By \_\_\_\_\_

Jon C. Moyle, Jr., Esquire  
Moyle Law Firm, PA  
118 North Gadsden Street Tallahassee,  
FL 32301

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**White Springs Agricultural Chemicals, Inc.**

By   
5/11/2019

James W. Brew, Esquire  
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1025 Thomas Jefferson Street, NW  
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DC 20007

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**Florida Retail Federation**

By \_\_\_\_\_

Robert Scheffel Wright, Esq.  
Gardner Law Firm  
1300 Thomaswood Drive  
Tallahassee, FL 32308

**Southern Alliance for Clean Energy**

By 

George Cavros, Esquire  
Attorney for SACE  
120 E. Oakland Park Blvd.,  
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Fort Lauderdale, FL 33334