

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into this 19th day of June, 2018 (“Effective Date”) by and between the City of Belle Isle, a Florida municipal corporation (“City”), and the State of Florida, Fish and Wildlife Conservation Commission (“Commission”). The City and the Commission are herein sometimes referred to as the “Parties.”

RECITALS

WHEREAS, the City previously requested that the Commission designate certain areas within the jurisdictional limits of the City as a bird sanctuary pursuant to Florida Administrative Code Rule 68A-19.002; and

WHEREAS, on or about January 22, 2018, the City’s request was denied; and

WHEREAS, the City subsequently filed an administrative challenge against the Commission currently pending within the Florida Division of Administrative Hearings styled as *City of Belle Isle v. Florida Fish and Wildlife Conservation Commission*, DOAH Case No.: 18-1101, Commission Case No.: 18-0019 (“Administrative Proceeding”); and

WHEREAS, the Parties desire to amicably resolve the Administrative Proceeding for purposes of judicial economy and to avoid unnecessary additional expense.

NOW, THEREFORE, in consideration of the preceding recitals, the mutual promises and covenants in this Agreement, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The preceding recitals are true and correct and are incorporated herein by this reference.

2. Designation of Restricted Hunting Area. In accordance with Chapter 68A-19, Florida Administrative Code, the Commission shall establish the following area within the City as a restricted hunting area:

- a. All uplands within the City’s jurisdictional limits;
- b. An area extending from the mean high water line of Lake Conway along all upland shoreline within the City’s jurisdictional limits to two hundred (200) feet into the waters of Lake Conway as delineated in red on the attached Exhibit “A”; and
- c. An area extending from the mean high water line of Little Lake Conway along all upland shoreline within the City’s jurisdictional limits on the Lake’s southern boundary to two hundred (200) feet into the waters of Little Lake Conway as delineated in red on the attached Exhibit “A.”

3. Prohibition. Pursuant to Florida Administrative Code Rule 68A-19.006 (June 2018), no person shall take any wildlife in any restricted hunting area using a gun unless such taking is authorized by a permit issued by the Executive Director of the Commission or his/her designee. For purposes of the above designated restricted hunting area set forth in paragraph two (2), the prohibitions afforded pursuant to Chapter 68A-19.006 (June 2018) apply and extend to the taking of wildlife with a gun upon the tracts of land embraced therein, upon or within the bodies of water embraced therein, and within the airspace over and above such restricted hunting area. Additionally, such prohibition shall also apply to and prohibit the taking of wildlife with a gun within such designated restricted hunting area in circumstances where the wildlife target of the gun discharge is located, fully or partially, within such restricted hunting area even when the person discharging the gun is located outside the restricted hunting area.

4. Restriction on permits. The Commission agrees that no permits will be granted or issued that would allow the taking of wildlife with a gun within the restricted hunting area designated herein unless the City provides express written consent to the Commission for the issuance of such permit(s). The City's express written consent shall be necessary but not sufficient for issuance of such a permit; final authority for issuance of all such permits shall remain with the Executive Director of the Commission or his/her designee. Upon the Commission's receipt of any application or request for a permit for the taking of wildlife within the designated restricted hunting area set forth herein, the Commission shall provide reasonable notice to the City Manager of the same and provide a copy of the permit request to the City.

5. City Required Signage. The City shall erect signage bearing the words, "RESTRICTED HUNTING AREA on this lake extends to 200 feet from shore, Hunting by Special Permit Only" at all publicly accessible, non-residential boat ramps located on the borders highlighted in red on Exhibit "A." The signs shall be clearly visible from the boat ramp access points, but the signs shall not be erected within or upon the bodies of water. Such signs may be, but are not required to be, erected upon privately owned docks, boat ramps, wharfs, and/or piers. Given the circumstances regarding public safety and logistical concerns related to posting signs on or near the water, the Commission finds that these signage requirements of this provision shall be deemed consistent with Florida Administrative Code Rule 68A-19.002 (June 2018). Additionally, the City shall erect signage on the City's uplands included in the designated restricted hunting area in a manner consistent with Florida Administrative Code Rule 68A-19.002 (June 2018).

6. City Law Enforcement. The City of Belle Isle Police Department, including the Marine Patrol, shall assume responsibility for enforcement of the regulations of the Commission that apply to the restricted hunting area established in this Agreement. The City may enter into mutual aid agreements with other law enforcement agencies to enforce the restricted hunting area. Notwithstanding the preceding, the City's assumption of responsibility shall in no way preclude Commission law enforcement from also enforcing the regulations of the Commission within the designated restricted hunting area.

7. City Ordinance. The City shall have the right to repeal and replace its existing Ordinance 17-07 with an ordinance consistent with the provisions of this Agreement and providing for the City's enforcement of the restricted hunting area and providing for remedies and penalties

for violation of the same. After the execution of this Agreement by the City and the Assistant Executive Director on behalf of the Commission, and the City's adoption of an ordinance as contemplated in the foregoing sentence, the City shall immediately have the right to enforce the restricted hunting area.

8. No Admission of Wrongdoing. This Agreement is a compromise of disputed claims and shall not in any way be construed as an indication or admission by either party that it or its agents or employees have acted improperly with respect to the other party or any other person or entity.

9. Acknowledgement. The Parties have thoroughly read and reviewed the terms of this Agreement, acknowledge that it has been prepared after negotiations between the Parties, and agree that if any ambiguity is contained herein, then in resolving such ambiguity, no weight shall be accorded to or given in favor of or against either party on account of its drafting of this Agreement.

10. Entire Agreement. This Agreement embodies the complete and entire agreement between the Parties relating to the subject matter hereof and supersedes any and all prior negotiations, agreements, or understandings between the Parties.

11. Headings. The headings used in this Agreement are solely for the purpose of convenience and should not be construed to interpret the substance of this Agreement.

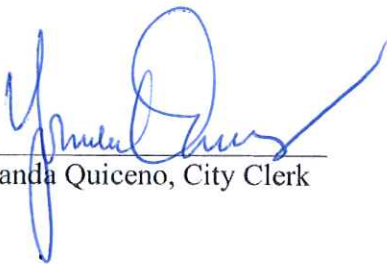
12. Execution. This Agreement may be executed in any number of counterparts, each of which shall be a duplicate original, but all of which taken together shall constitute one and the same document. The effectiveness of this Agreement is contingent upon City of Belle Isle City Council's approval at a public meeting. The Assistant Executive Director of the Commission represents and warrants that he has the authority to enter into this Agreement on behalf of the Commission. Once this Agreement is executed by the City and the Assistant Executive Director on behalf of the Commission, the Commission's Executive Director or his designee will issue an establishment order creating the restricted hunting area as outlined in this agreement within sixty (60) days from the execution of this Agreement.

13. Joint Motion for Abeyance; Dismissal of Administrative Proceeding. Upon execution of this Agreement by the City and the Assistant Executive Director on behalf of the Commission, the City shall prepare and file a Joint Motion to Abate and Remove Hearing from Docket in a form acceptable to the Parties, which shall inform the presiding administrative judge of the potential resolution of this matter. Upon issuance of the establishment order required by paragraph 12 by the Commission Executive Director or his designee and the Commission providing a copy thereof to the City, the City shall promptly file a notice of voluntary dismissal of the Administrative Proceeding. Each party shall bear their own attorneys' fees and costs relating to the Administrative Proceeding.

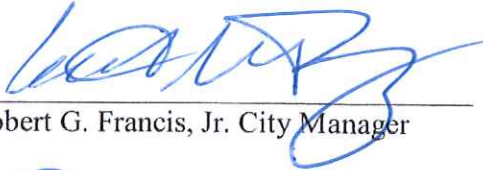
14. Choice of Laws; Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Florida. Any action to enforce the terms of this Agreement shall be filed in Leon County, Florida.

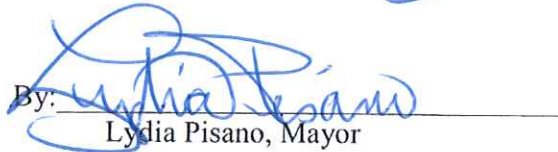
15. Modification. This Agreement shall not be modified or amended except if reduced to writing and executed by the Parties.

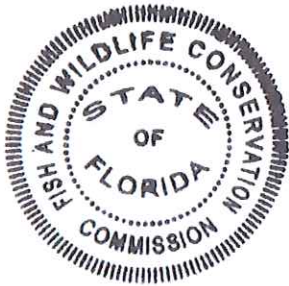
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

ATTEST: 
Yolanda Quiceno, City Clerk


CITY OF BELLE ISLE

By: 
Robert G. Francis, Jr. City Manager

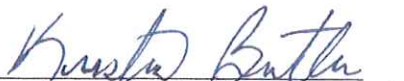
By: 
Lydia Pisano, Mayor

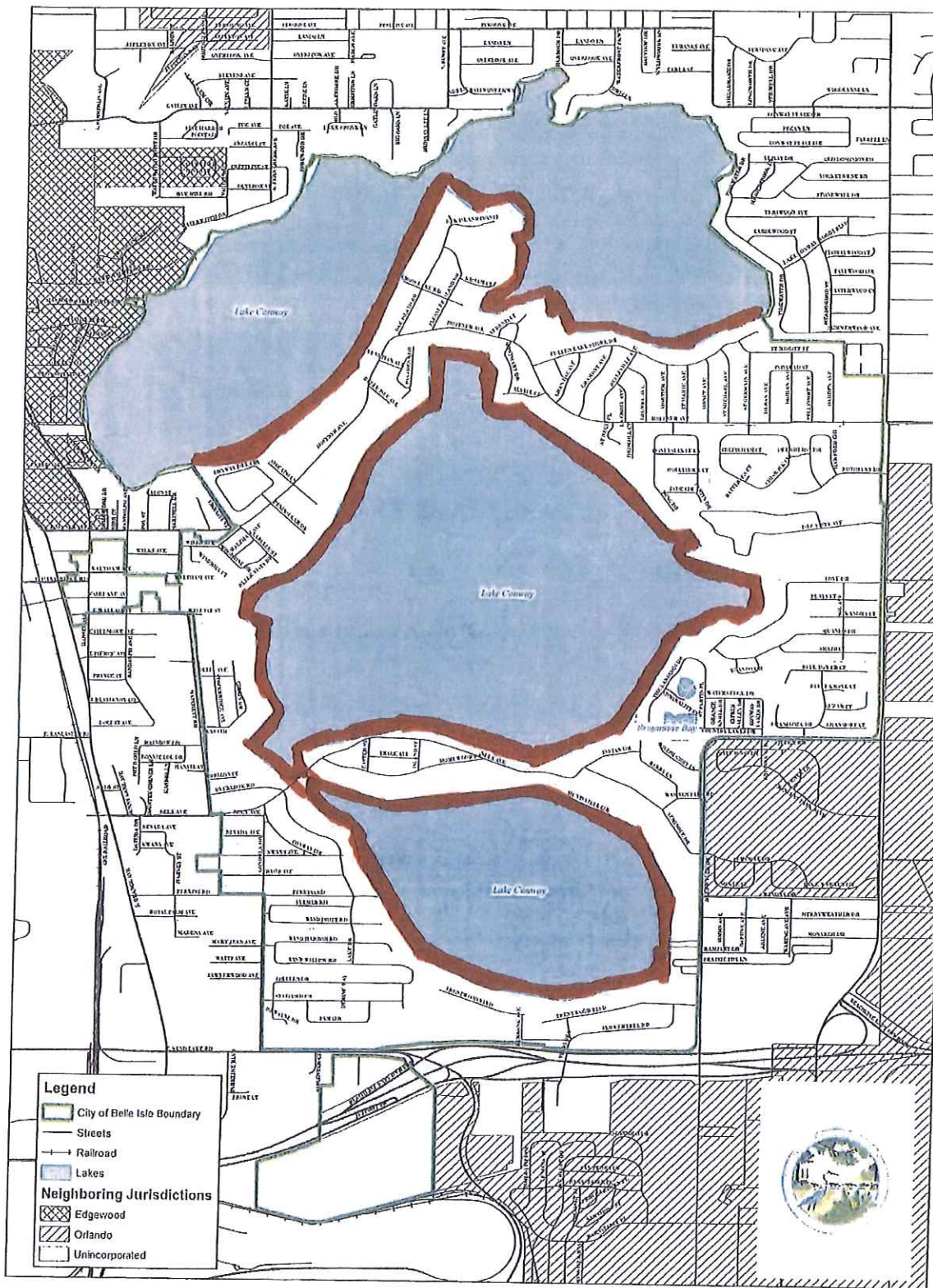


**FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION**

By: 
Thomas Eason, Assistant Executive
Director

Date: 6/14/18

ATTEST: 
Kristina Butler, Agency Clerk



City of Belle Isle Base Map

Source: Orange County Property Appraiser and GIS
Effective: January 2009

0 800 1,600 3,200 4,800 6,400 Feet

1 in = 1,496 ft

