

*The Law Offices of Thomas M. Shuler, P.A.
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34th Street
Apalachicola, FL 32320*

April 30, 2021

To: Franklin County Board of County Commissioners

From: Thomas M. Shuler, County Attorney

Re: May 4, 2021 Meeting

Action Item

1. Parking Ordinance

The draft parking ordinance providing for additional parking and booting of vehicles is attached to the board package. The draft ordinance speaks for itself.

I recommend that board consider and adopt a plan for enhanced public parking along the right of ways at the access points to the public beach. The public trust doctrine supports an action by the board to enhance public use of public lands.

It is also my recommendation is that the board is to table action on the ordinance while the board develops a plan for, and constructs, enhanced parking at Alligator Point and St. George Island. Booting is an action rarely taken by local government. As the board has noted public, our one remaining industry is Tourism, and booting is directly targeting that economic sector.

The public complaints concerning repeated trespass onto private property and public urination already have remedies on the books. Those violating those laws are subject to arrest.

Board Action: Board Discussion.

2. City of Apalachicola – two requests

- a. The City of Apalachicola has asked for an amendment to the Animal Control Interlocal Agreement which would allow them to call a Sheriff's Deputy to the scene instead of sending a local police officer. Any amendment to the Interlocal Agreement will require a public hearing to amend the ordinance because it was adopted by ordinance.
- b. The City of Apalachicola contacted Ms. Erin Griffith and asked for a copy of the lease of the old National Guard hanger at 17 Chapman Drive. There is no such

lease. The City has used this facility for decades as its base of operations for its road department and possibly other city functions. The discussion has been that the City would provide liability, windstorm and fire insurance in the amount of One Million Dollars in lieu of rent. The leases approved by the Board for other entities has been a 15 year lease with a 6 month termination provision.

Board Action: Does the Board want to authorize a public hearing to consider amending the Animal Control Interlocal Agreement/

Does the Board want to enter into written lease with the City?

3. City of Carrabelle

Attached is a draft interlocal agreement for the repair of a box culvert on Ryan Drive, Carrabelle, Florida.

As you know, it is the County's position that Ryan Drive belongs to the City of Carrabelle and is not a County Road. However, assisting with the repair is allowed.

Board Action: I recommend approval of the agreement and authorization for the chairman's signature.

4. Supervisor of Elections Building

The current lease expired on March 1, 2021.

I have discussed renewal of the lease with Mr. Harry Arnold, the building owner.

Mr. Arnold has made the repairs to the building, except for the request that he stabilize the NE corner and a key pad lock on the front door.

The monthly rent has been \$2,000.00 per month for about a decade.

Mr. Arnold requests a 5 year lease at \$2,500.00 per month, with three one year automatic renewals.

Board Action: I recommend renewal of the lease as requested.

5. Chris Langston In Re: Liberty County, Florida

At your last meeting, the Board approved sending a letter of support to Liberty County for a land swap with the State of Florida to facilitate a mining operation.

The minutes provided by Mr. Langston indicate that Liberty County wanted a letter of support to conduct a workshop to consider a land swap.

Board Action: Request a motion authorizing an amended letter to reflect support for Liberty County to hold a workshop.

Informational Items

6. Alligator Point MSBU Assessment

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

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

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

Apparently, the issue is that members of the APVFD sent a letter out prior to the ballot stating its intent to purchase certain items, if the MSBU increase was approved. However, the actual ballot approved by the Board of County Commissioners which was voted on by the public contained no such specific spending restriction. The fact that a subsequent board chose to pursue uses of the MSBU funds other than the representations articulated by a prior board is not unlawful; provided that the MSBU funds are required to be spent in accordance with the MSBU ordinance. I render no opinion regarding whether the expenditures by the APVFD do, or do not, comply with the ordinance because I have not reviewed any of the expenditures.

Respectfully Submitted,



Thomas M. Shuler

Enc: as stated

NOTICE OF INTENT TO CONSIDER ADOPTION OF A COUNTY ORDINANCE

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

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

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

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

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

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

FRANKLIN COUNTY ORDINANCE 2021-____

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

WHEREAS, the Board of County Commissioners has determined that the imposition of restrictions and penalties on the obstruction of public property in areas marked "No Parking" is a proper and reasonable exercise of the police power of the County; and that it is further appropriate that the Sheriff of Franklin County be empowered to authorize either the booting or the removal and towing of such vehicles, or both, at the expense of the owner or the person in control of the motor vehicle, camper, trailer or Fifth Wheel; and,

WHEREAS, the Board of County Commissioners has determined further that providing for parking along the rights of ways along public roads at public beach access points is also a proper and reasonable exercise of the police power of the County; and,

WHEREAS, the Board of County Commissioners hereby determines that the penalties imposed by this ordinance are reasonable and are rationally related to the purpose of regulating parking at Alligator Point, Florida and St. George Island, Florida; and,

WHEREAS, it is the intention of the Board of County Commissioners that the phrase "Alligator Point" shall also include Bald Point;

NOW THEREFORE BE IT ORDAINED THAT:

1. The parking or leaving unattended of any motor vehicle, camper, water vessel or trailer on public streets and public property at either St. George Island, Florida or Alligator Point, Florida, in one or more areas designated by signage as a "No Parking" area is hereby prohibited. The signage given for designated "No Parking" areas shall be permanently installed, oriented for drivers, with the bottom of the sign not less than four feet above ground level and the top of the sign not more than six feet above ground level. The text of the sign, in not less than four inches high, the words "No Parking Area."
2. Any motor vehicle, camper, water vessel or trailer that is parked or otherwise left unattended on a public street or public property in an area designated by signage as a "No Parking" area at either St. George Island, Florida, or Alligator Point, Florida is a violation of this ordinance.
3. Any motor vehicle may park or otherwise be left unattended on a public street or public property in an area designated by signage as a "Public Parking Area" at either St. George Island, Florida, or Alligator Point, Florida and shall not be in violation of this ordinance. Due to limited right of way width, it shall be a violation of this ordinance to park campers, water vessels or trailers within areas designated for "Parking." The signage given for designated "Parking" areas shall be permanently installed, oriented for drivers, with the bottom of the sign not less than four feet above ground level and

the top of the sign not more than six feet above ground level. The text of the sign, in not less than four inches high, the words "Public Parking Area."

4. Signage Authorized: Franklin County is authorized to post such signs that will adequately notify the public of the parking restrictions established by this ordinance, as is provided herein; provided that the placement, adequacy, or number of such signs shall not affect the validity of this ordinance or of any prohibition hereunder or of any action by the Sheriff or of prosecution for any violation hereof.

5. Immobilization of motor vehicles ("booting"):

Vehicles parked in "No Parking" areas; booting:

Except as otherwise limited herein, the Franklin County Sheriff's Department may cause any motor vehicles, campers, water vessels or trailers (sometimes collectively referred to herein as "vehicle") parked in an area marked "No Parking" to be booted without the permission or authority from the owner or duly-authorized driver thereof and to avoid liability for the costs of such booting, provided that the following requirements are satisfied:

(a) The motor vehicle, camper, water vessel or trailer is unlawfully parked, and signage giving notice, in the form specified herein ("Notice Sign"), shall be prominently posted on the property on which the vehicle is booted. The notice sign shall be permanently installed, oriented for drivers, with the bottom of the sign not less than four (4) feet above ground level and the top of the sign not more than six (6) feet above ground level, and shall be continuously maintained on the property for not fewer than twenty-four (24) hours before the towing or removal of vehicles.

(b) The text of the notice signs shall clearly display, in reflective letters on a contrasting background or lit by flood lighting, the following information:

- i. In not less than four (4) inches high, the words "booting/tow away zone";
- ii. In letters at least two (2) inches high, notice that unauthorized vehicles will be booted or towed away at the owner's expense;
- iii. In letters at least two (2) inches high, the days of the week and hours of the day during which vehicles will be booted;
- iv. In letters at least one (1) inch high, the fee to unboot the vehicle;
- v. In letters at least one (1) inch high, the name and address of the person performing the booting service;
- vi. In letters at least two (2) inches high, the telephone number to call and the on-site location (if applicable) where a person can go to request the unbooting of the vehicle; and

The notice sign shall read substantially as follows (with the designated information to be inserted at the indicated spaces): BOOTING/TOW-AWAY ZONE; IF YOU PARK YOUR VEHICLE AND LEAVE THE PREMISES, YOUR VEHICLE WILL BE IMMEDIATELY BOOTED SUBJECT TO A (insert fee) FEE TO RELEASE VEHICLE OR TOWED AT YOUR EXPENSE. BOOTING PERFORMED BY: (inset name, address and telephone number to call to request removal of the immobilization device);

(c) A vehicle occupied by a living natural person or animal may not be booted;

(d) The vehicle may not be a police, fire fighting, rescue squad, ambulance or other emergency vehicle marked as such;

(e) Immediately after a vehicle is booted, the person booting such vehicle, shall affix at the rearmost portion of the window adjacent to the driver's seat of such vehicle, a sticker with a completely removable adhesive, measuring eight and one-half by eleven inches containing a warning that any attempt to move the vehicle may result in damage to the vehicle, and stating the name and business address of the person who booted such vehicles as well as a business telephone number which will facilitate the dispatch of personnel responsible for removing the boot.

(f) In addition, any person who booted a vehicle, or other person authorized to accept payment of any charges for such booting, shall provide a signed receipt to the individual paying the booting charges at the time such charges are paid. Such receipt shall state the name, business address, and business telephone number of the Franklin County Sheriff's Department, the name of the deputy who booted such vehicle, and such receipt shall include a telephone number of the office within the Sheriff's Department responsible for receiving complaints with respect to booting, whether this is a first offense, second offense or third or subsequent offense, and the amount paid to remove the boot.

(g) No charge shall be imposed for the booting of a vehicle unless and until the requirements of this section have been met.

(h) After booting, any deputy sheriff shall release such vehicle as soon as practical, but not to exceed thirty (30) minutes of receiving a request for such vehicle's release; provided, however, that full payment of any charge for booting is made at or prior to the time of such vehicle's release. The owner or person in control of a vehicle which has been booted shall be permitted to pay any charge for booting at the location where such vehicle was booted and the deputy sheriff receiving payment for booting services shall accept payment for charges from the owner or duly authorized representative in accordance with the provisions of this ordinance.

(i) A booted vehicle shall not remain immobilized for more than twenty-four (24) hours. After such period of time has expired, the vehicle shall be released from the steel boot and may be towed or removed pursuant to this article, and no fee shall be assessed for release of the booting device.

(j) A person may not be charged more than the maximum fee established by resolution by the County Commission.

(k) The cost to remove the boot shall be as follows:

First Offense: \$100.00
Second Offense: \$250.00
Third Offense and subsequent offenses: \$500.00.

Franklin County reserves the right to amend the cost to remove the boot by resolution at any regular meeting of the Board of County Commissioners.

6. Penalties: The penalty for the violation of this ordinance shall include immobilization ("booting"); removal and towing of such motor vehicle, camper, water vessel or trailer at the owner's or duly authorized representative's expense and the same may be recovered by the owner or duly

authorized representative only upon the payment of all reasonable towing charges and storage charges authorized by law. The penalty provisions of this ordinance are cumulative. For purposes of this section, the person in control of the motor vehicle, camper, water vessel or trailer shall be included within the meaning of duly authorize representative.

A vehicle occupied by a living natural person or animal may not be towed.

7. Enforcement: This ordinance may be enforced by any duly sworn law enforcement officer, including the Franklin County Sheriff

8. Definitions:

a. "Alligator Point" means that area of Franklin County, Florida, specifically including the public streets known as Alligator Drive and Bald Point Road, but shall not be limited to those two streets, and also includes all public property and streets located, presently and in the future, within the following areas in Franklin County, Florida: to wit:

- i. Sections 3 and 35, Township 6 South, Range 2 West;
- ii. Sections 1 and 2, Township 7 South, Range 2 West;
- iii. Sections 4, 5 and 6, Township 7 South, Range 1 West;
- iv. Sections 13, 24, 25 and 36, Township 6 South, Range 2 West;
- v. Sections 17, 18, 19, 20, 21, 28, 29, 30, 31, 32, 33, Township 6 South, Range 1 West.

b. "Camper" means an accessory to a motor vehicle used for camping, including, but not limited to a recreational vehicle, travel trailer, popup camper or camper shell.

c. "Immobilization" shall mean booting as provided in Section "5".

d. "Motor Vehicle" shall include any self-propelled wheeled device that does not move upon rails, but which moves in, upon or by which any person(s) or property is or may be transported upon a street or other public right of way, except devices moved by human power.

e. "No Parking Area" shall mean those areas of the public streets and other public property, at St. George Island, Florida, and Alligator Point, Florida, at which are placed signs informing the public that it shall not park in those locations.

f. "Park" or "Parking" means the stoppage of a vehicle, whether occupied or not, other than temporarily for the purpose of and while actually engaged in unloading passengers or property.

g. "St. George Island" means that part of Franklin County, Florida, described as follows:

That area shown as St. George Island, Florida as shown on the General Highway Map of Franklin County produced by the Florida Department of Highway Transportation, dated July 1988, revised October 1990 and March 1994, which is bounded on the South by the Gulf of Mexico, on the East by East Pass and on the West by the Government Cut/Bob Sikes Cut and on the North by Apalachicola Bay and St. George Sound.

c. "Trailer" means a separate vehicle not driven or propelled by its own power, but drawn by some independent power, including, but not limited to boat trailers, tractor trailers and fifth-wheels.

d. "Water Vessel" means a ship, boat or other similar vessel used or capable of being used in navigation on water, whether motorized or human powered.

9. Savings Clause: If any section, subsection, paragraph, sentence, clause or phrase of this ordinance is held to be unconstitutional, void or invalid, it shall be stricken and the remaining provisions of this ordinance shall survive, and shall remain in full force and effect.

10. Effective Date: This ordinance shall take effect as provided by law.

11. Repeal: Any ordinance in conflict the terms of this ordinance is hereby repealed to extent of such conflict. Specifically, but not limited to, any other ordinance regulating parking on St. George Island, Florida and Alligator Point, Florida.

Adopted this 4th day of May, 2021.

FRANKLIN COUNTY, a political subdivision of the State of Florida

By: _____
Ricky D. Jones, Its Chairman

ATTEST:

By: _____
Michele Maxwell, Clerk of Court

Approved to Legal Form and Substance:

By: _____
Thomas M. Shuler, County Attorney

DRAFT

INTERLOCAL AGREEMENT BETWEEN
FRANKLIN COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,
AND
THE CITY OF APALACHICOLA, A MUNICIPAL CORPORATION,
FOR THE PROVISION OF ANIMAL CONTROL SERVICES WITHIN CITY LIMITS
PURSUANT TO COUNTY ORDINANCE 2021-3

WHEREAS, Franklin County, a political subdivision of the State of Florida, provides animal control services within unincorporated Franklin County, Florida, pursuant to Franklin County Ordinance 2021-3; and

WHEREAS, the City of Apalachicola (Hereinafter "City") does not have an animal control department and has requested that Franklin County provide animal control services within the city limits of the City; and

WHEREAS, Franklin County has requested, and the City has agreed, that the City coordinate with the Franklin County Animal Control Department to create a process whereby the City police department or Sheriff's Deputy (collectively "police officer"), will first dispatch, and maintain until released by the Animal control officer or the call is completed, whichever occurs first, a police officer to the scene to make the initial contact at the scene of the complaint and make an assessment for each animal control related call within its jurisdiction;

Deleted: City

Deleted: each

NOW THEREFORE, pursuant to §163.01, *et. seq.*, Florida Statutes, the Florida Interlocal Cooperation Act of 1969, it is agreed that the City and Franklin County, hereby enter into an interlocal agreement for the provision of animal control services by Franklin County within the municipal boundaries of the City pursuant to County Ordinance 2021-3, as follows:

1. All of the preamble to this interlocal agreement is incorporated herein by this reference.

2. For the fiscal year 2020-2021, the City shall contribute \$3,500.00 to Franklin County to offset the cost of animal control services within the City pursuant to Franklin County Ordinance 2021-3. For the 2020-2021 fiscal year, the payment is due by April 8, 2020.

3. For the fiscal year 2021-2022, and each fiscal year thereafter, until this Interlocal Agreement is either modified or terminated, the City shall contribute (an amount to be mutually agreed upon) to Franklin County to offset the cost of animal control services within the City. This payment is due on October 1st each year beginning October 1, 2021.

4. PROCEDURE FOR ANIMAL CONTROL COMPLAINTS WITHIN THE CITY'S

LIMITS: The City police department shall first be dispatched to the scene of a complaint about animals. Upon the receipt of a complaint about an animal within the City limits, the Franklin County Animal Control Officer shall not be dispatched to the scene until after a police officer, has made first contact at the scene and made a determination that Franklin County Animal Control Officers should be dispatched. Once dispatched, Franklin County shall determine whether a violation of the Franklin County Animal Control Ordinance 2021-3 has occurred and what enforcement measures to take, if any. A police officer shall remain on the scene at all relevant times as determined by the Franklin County Animal Control Officer, while responding to a complaint about animals. The Animal Control Officer may release the police officer on the scene upon request. The City, Franklin County and the Sheriff's Department shall meet to determine the protocol for dispatch of the Franklin County Animal Control Officer within City limits.

Deleted: the City police department

Deleted: while a

Deleted: is on the scene or in the field within the City limits

5. PROCEDURE TO MODIFY ANNUAL CONTRIBUTION: Franklin County reserves the right to request that the City agree to modify the annual contribution to offset the cost of animal control services within the jurisdiction limits of the two cities.
6. PROCEDURE TO TERMINATE INTERLOCAL AGREEMENT: Any party may elect to terminate this interlocal agreement for convenience and without liability upon the provision of ten (10) calendar days-notice. If terminated during the fiscal year, Franklin County shall make a pro-rata refund to the City within thirty (30) business days from the effective date of termination.
7. COUNTY EMPLOYEES ARE NOT CITY EMPLOYEES. The parties understand and agree that the employees of the Franklin County Animal Control Department are employees of Franklin County only. They are not employees of the City.

FRANKLIN COUNTY, a political
Subdivision of the State of Florida.

By: _____
Ricky D. Jones, Its Chairman
Dated: ____ day of _____, 2021

ATTEST:

Michele Maxwell, Clerk of Courts

Approved as to form and sufficiency

By: _____
Thomas M. Shuler, County Attorney

CITY OF APALACHICOLA, a municipal
corporation

By: _____
Kevin Begos, Its Mayor
Dated: ____ day of _____, 2021

ATTEST:

By: _____
Deborah Guillotte, Its City Clerk

Approved as to form and sufficiency

By: _____
Daniel W. Hartman, City Attorney

Re: Apalach Interlocal; Animal Control

From: Daniel W. Hartman (dan@fllegalteam.com)

To: mshuler@shulerlawfl.com

Date: Monday, April 5, 2021, 08:23 PM EDT

Michael:

Attached please find a revised animal control interlocal. The revisions are intended to reflect discussion between the City Manager, Michael Moron and Animal Control officer. Please check with the folks and advise if you have any additional revisions or questions. We can then get it finalized and wrapped up.

Dan

Daniel W. Hartman

Hartman Law Firm, P.A.

P.O. Box 10910

Tallahassee, FL 32302

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Animal Control Interlocal.2021.rev2.docx
20.1kB

Draft hanger lease

From: Thomas Shuler (mshuler@shulerlawfl.com)

To: twade@cityofapalachicola.com

Cc: dan@fllegalteam.com

Date: Monday, April 26, 2021, 02:22 PM EDT

Travis, per our discussion earlier.

I texted you a aerial from the PA's website. Please mark the boundary of the area used by the city.

Also, please confirm that the property address of the premises is 26 Chapman Road, Apalachicola, Florida.

I will present this at the May 4, 2021, meeting of the board.

-Michael



FCBCC.Apco.Hanger lease.4.26.21.doc
52.5kB

LEASE

THIS LEASE is made and executed by and between Franklin County, a political subdivision of the State of Florida, whose address is c/o Michael Moron, 34 Forbes Street, Apalachicola, Florida 32320, herein called Lessor, and the City of Apalachicola, whose address is 192 Coach Wagoner Boulevard, Apalachicola, Florida 32320, herein called Lessee.

1. DESCRIPTION OF PREMISES

Lessor leases to Lessee, and Lessee hires from Lessor a hanger building and fenced curtilage located at ~~26~~¹⁷ Chapman Road, Apalachicola, Florida, which is more particularly described on the attached Exhibit "A."

Lessee shall not make any alteration to, remodel or make any improvements to any portion of said premises without the prior written consent of the Lessor or Lessor's authorized representative, which consent may be withheld in the sole discretion of the Lessor. All approved alterations, additions or improvements upon the premises, made by either party, including but not limited to all paneling, decorations, partitions, railings, flooring, walls, galleries and the like, shall, unless Lessor elects otherwise, become the property of the Lessor, and shall remain upon and be surrendered with said premises, as a part thereof, at the end of the term hereof, or any extension thereof. Lessor may, at its sole option, elect, upon the termination of this lease, or any extension thereof, to require Lessee at Lessee's expense to restore or reconvert the premises to their condition at the time of the execution of this lease. Any mechanic's lien filed against the premises, or the building of which the same shall form a part, for work claimed to have been done for, or materials claimed to have been furnished to, Lessee, shall be discharged by Lessee within 10 days thereafter at Lessee's expense. Lessee shall provide an affidavit that all labor and materials have been paid for upon completion of any work, and during work if requested by Lessor. Lessee shall maintain worker's compensation insurance during any such work if required by law.

2. TERM AND TERMINATION BY LESSOR

The term of this lease is fifteen year(s), beginning May __, 2021, at 8:00 A.M. (ET) and ending on December 31, 2036, at 8:00 A.M. (ET), unless either party shall exercise its unrestricted right to terminate this lease sooner. This lease will renew for an additional five-year term ending on December 31, 2041, provided that Lessee provides written notice of intent to renew within 90 days of the end of the initial term.

The Lessor and Lessee reserve to themselves, and this lease is subject to, their unrestricted and unilateral right to terminate this lease, with or without cause, and without cost or damages, provided that the party giving notice of the intent to terminate the lease shall give the other party six months written notice of its intention to terminate this lease. The termination period shall be calculated by calendar days, not business days.

3. RENT

Lessee shall pay Lessor \$1.00 per year for rent, due in full upon the execution of the Lease. In addition, the Lessee shall provide reasonable and prudent management of the premises for itself and the public and community at large, together with general maintenance, upkeep and repairs of the premises and hanger.

4. USE OF PREMISES, GENERALLY

The purpose of this Lease is for Lessee to use, operate and manage the use of the premises for the primary benefit of the public or community interest and welfare, which use the Board of County Commissioners has found to be in the public's interest.

Lessee agrees not to use the premises in any manner, even in its use for the purposes for which the premises are leased, that will increase risks covered by insurance on the building where the premises are located, so as to increase the rate of insurance on the premises, or to cause cancellation of any insurance policy covering the building.

Lessee further agrees not to keep on the premises, or permit to be kept, used, or sold on the premises, anything prohibited by the policy of fire insurance covering the premises.

Lessee agrees to comply, at its own expense, with all requirements of insurers necessary to keep in force the fire and public liability insurance covering the premises and building.

5. NO WASTE, NUISANCE, OR UNLAWFUL USE

Lessee shall not commit, nor allow to be committed, any waste on the premises, create or allow any nuisance to exist on the premises, or use or allow the premises to be used for any unlawful purpose.

7. PAYMENT OF UTILITIES

Lessee shall pay for all utilities furnished the premises, for the term of this lease, and any extension thereof, including, but not limited to, electricity, water, gas, sewer, garbage and telephone service. Lessee shall, at its expense, be responsible to have all utilities (including but not limited to electricity, water, gas, sewer, garbage and telephone service) installed on the premises, including but not limited to meters and hook-ups.

Franklin County shall not have any responsibility for the provision of utilities to the premises and shall have no obligation to pay for utilities provided to the premises during the term of this lease.

8. REPAIRS AND MAINTENANCE

Lessee, at its expense, shall maintain, repair and keep the premises, including, without limitation, windows, doors, adjacent sidewalks, roof, storefront, interior and exterior walls, plumbing, electrical and HVAC in good repair. In consideration of the receipt of nominal rent, the Lessor shall not be responsible for the payment of any repairs. Lessee's insurance shall be the primary insurance for replacement or repairs.

9. DELIVERY, ACCEPTANCE, AND SURRENDER OF PREMISES

Lessor represents, and Lessee agrees, that the premises are in fit condition for use as a place for use in the public and community interest. Lessee agrees to accept the premises on possession as being in

a good state of repair and in sanitary condition, and in fit condition for its use as a place for use in the public and community interest. Lessee shall surrender the premises to lessor at the end of the lease term, or any extension thereof, in the same condition as when it took possession, allowing for reasonable use and wear. Lessee shall remove all signs or symbols placed on the premises by it before re-delivery of the premises to lessor, and to restore the portion of the premises on which they were placed in the same condition as before their placement. This paragraph numbered 9, however, shall in no way be construed to impair lessor's sole option, as provided in paragraph numbered 1 above, concerning any alterations, additions and improvements to the premises.

10. LESSOR'S ENTRY FOR INSPECTION

Lessor reserves the right to enter on the premises at reasonable times after notice to inspect them, and to make repairs, additions or alterations to any part of the building in which the premises leased are located, and lessee agrees to permit lessor to do so. Lessor may, in connection with such alterations, additions, or repairs, erect scaffolding, fences, and similar structures, post relevant notices, and place moveable equipment without any obligation to reduce lessee's rent for the premises during such period, and without incurring liability to lessee for disturbance of quiet enjoyment of the premises, or loss of occupation of the premises.

11. PARTIAL DESTRUCTION OF PREMISES: This provision intentionally deleted.

12. POSTING OF SIGNS BY LESSOR: This provision intentionally deleted.

13. POSTING OF SIGNS, AWNINGS, OR MARQUEES BY LESSEE

Lessee agrees that it will not construct or place, or permit to be constructed or placed, signs, awnings, marquees, or other structures projecting from the exterior of the premises without lessor's prior written consent.

15. LESSEE TO CARRY LIABILITY INSURANCE AND INDEMNIFICATION AGREEMENT

Lessee shall procure and maintain in force during the term of this lease and any extension thereof,

at its expense, fire, hazard and public liability insurance in companies and through brokers approved by lessor, adequate to protect against liability for damage claims through public use of or arising out of accidents occurring in or around the leased premises, in a minimum amount of One Million and 00/100 Dollars (\$1,000,000.00) combined single limit for personal injury and property damage, including storm and hurricane hazards.

Such insurance policies shall provide coverage for lessor's contingent liability on such claims or losses and shall name Lessor as an additional insured. The policies shall be delivered to lessor for keeping.

Lessee agrees to obtain a written obligation from the insurers to notify lessor in writing at least thirty (30) days prior to cancellation or refusal to renew any such policies.

Lessee agrees that if such insurance policies are not kept in force during the entire term of this lease and any extension thereof, lessor may elect either to procure the necessary insurance and pay the premium therefor, and that such premium shall be repaid to lessor as an additional rent installment for the month following the date on which such premiums are paid or Lessor may immediately terminate this lease.

INDEMNIFICATION: In consideration of \$10.00 and other valuable consideration, the receipt and sufficiency of which is acknowledged, Lessee shall assume all liability for any injury or damages that may arise from any accident that occurs in front of the leased premises, or in, on, or about the leased premises in any area under the control of the Lessee, and for any claim connected with the use of the premises by Lessee. Lessee shall indemnify Lessor against all claims filed by parties injured or damaged by an accident as provided herein, including but not limited to Lessor's attorneys' fees and costs, and for any claim connected with the use of the premises by lessee. This agreement is made upon the express condition that the Lessor shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury or injuries to any person or persons or property of any kind whatsoever, whether the

person or property of Lessee, its agents or employees, or third persons, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this agreement, or any extension of this agreement, or occasioned by any occupancy or use said premises or any activity carried on by Lessee in connection therewith, and Lessee hereby covenants and agrees to indemnify and save harmless the lessor from all liabilities, charges, expenses (including but not limited to attorneys fees) and costs on account of or by any reason of any such injuries, liabilities, claims, suits or losses however occurring or damages growing out of same.

16. LESSEE'S ASSIGNMENT, SUBLEASE, OR LICENSE FOR OCCUPATION BY OTHER PERSONS

Lessee agrees not to assign or sublease the leased premises, any part thereof, or any right or privilege connected therewith, or to allow any other person, except lessee's agents, business invitees and employees, to occupy the premises or any part thereof, without first obtaining lessor's written consent. One consent by lessor shall not be a consent to a subsequent assignment, sublease, or occupation by other persons. Lessee's unauthorized assignment, sublease, or license to occupy shall be void, and shall terminate the lease at lessor's option. Lessee's interest in this lease is not assignable by operation of law, nor is any assignment of its interest herein, without lessor's written consent.

17. LEASE BREACHED BY LESSEE'S RECEIVERSHIP ASSIGNMENT FOR BENEFIT OF CREDITORS, INSOLVENCY, OR BANKRUPTCY

Appointment of a receiver to take possession of lessee's assets (except a receiver appointed at lessor's request as herein provided), lessee's general assignment for benefit of creditors, or lessee's insolvency or taking or suffering action under the Bankruptcy Act is a breach of this lease.

18. LESSOR'S REMEDIES ON LESSEE'S BREACH

If lessee breaches this lease, lessor shall have the following remedies in addition to its other rights and remedies in such event:

- a. Reentry. Lessor has the right to obtain possession of the premises as provided by law.

b. Termination. After reentry, lessor may terminate the lease on giving ten (10) days' written notice of such termination to lessee. Reentry only, without notice of termination, will not terminate the lease.

19. ATTORNEY'S FEES

Each party shall pay their own attorney fees in the event of any dispute between that arises from, or is related to, this lease.

20. MANNER OF GIVING NOTICE

Notices given pursuant to the provisions of this lease, or necessary to carry out its provisions, shall be in writing, and delivered personally to the person to whom the notice is to be given, or mailed postage prepaid, addressed to such person. Lessor's address for this purpose shall be 34 Forbes Street, Apalachicola, Florida 32320, or such other address as it may designate to lessee in writing. Notices to Lessee may be addressed to lessee at 192 Coach Wagoner Boulevard, Apalachicola, Florida 32320

21. EFFECT OF LESSOR'S WAIVER

Lessor's waiver of breach of one covenant or condition of this lease is not a waiver of breach of others, or of subsequent breach of the one waived. Lessor's acceptance of rent installments after breach is not a waiver of the breach, except of breach of the covenant to pay the rent installment or installments accepted.

22. BINDING EFFECT ON SUCCESSORS AND ASSIGNS

This lease and the covenants and conditions hereof apply to and are binding on the heirs, successors, legal representatives, and assigns of the parties to this lease.

23. TIME OF ESSENCE

Time is of the essence of this lease.

24. EFFECT OF EMINENT DOMAIN PROCEEDINGS: This provision intentionally deleted.

25. COMPLIANCE WITH LAW.

Lessee agrees, covenants and represents that the lessee's use of the premises will comply with, and will not violate, any federal, state, county or local statutes, laws, regulations, rules, ordinances, codes, standards, orders, licenses and permits of any governmental authorities relating to environmental matters (hereinafter "Environmental Laws"). In consideration of \$10.00 and other valuable consideration, the receipt and sufficiency of which is acknowledged, Lessee agrees to indemnify and hold harmless the lessor for any breach of these warranties and representations and from any loss incurred by lessor which is the result of a breach of, misstatement of or misrepresentation of the above covenants, warranties and representations, or for any loss, damage, or expense sustained as a result of hazardous materials being located on the premises, together with all attorneys' fees incurred in connection with the defense of any action against the lessor arising out of the above.

Default of any condition or representation contained in this paragraph numbered 25 shall constitute an event of default under this lease, and Lessor shall have the right, but no duty or obligation, to declare this lease in default, but waiver of the right to declare this lease in default shall not and does not waive any other rights or remedies available to lessor.

26. MISCELLANEOUS

A. Lessee is not an agent or representative or employee of Lessor. During the term of this Lease, neither Lessee, nor anyone acting on behalf of Lessee, shall hold itself out as an employee, servant, representative or agent of Lessor. Neither party will have the right or authority to bind the other party without express written authorization of such other party to any obligation to any third party. No third party is intended by the Parties to be a beneficiary of this Lease or to have any rights to enforce this Lease against either party hereto or otherwise. Nothing contained in this Lease will constitute the Parties as partners or joint ventures for any purpose, it being the express intention of the Parties that no such partnership or joint venture exists or will exist. Lessee acknowledges that Lessor is not providing any vacation time, sick pay, or other welfare or retirement benefits normally associated with an

employee-employer relationship and that Lessor excludes Lessee and its employees from participation in all health and welfare benefit plans including vacation, sick leave, severance, life, accident, health and disability insurance, deferred compensation, retirement and grievance rights or privileges.

B. Except as otherwise provided herein, this Lease shall only be amended by mutual written consent of the Parties hereto or by their successors in interest.

C. The parties acknowledge that they have thoroughly read this lease and have sought and received whatever legal advice as was necessary for them to form a full and complete understanding of all rights and obligations herein. The language of this lease has been agreed to by both parties to express their mutual intent and no rules of strict construction shall be applied against either party hereto.

D. In the event of dispute between the parties arising from this Lease, it shall be presumed that each party equally participated in its drafting and no inferences for, or against, either party shall be presumed in the interpretation and enforcement of this Lease.

FRANKLIN COUNTY, A political
Subdivision of the State of Florida

By: _____
Ricky D. Jones, Its Chairman
Lessor

Witness for Lessor

Dated: May ___, 2021

Witness for Lessor

City of Apalachicola, a
Municipal corporation

Kevin Begos, Its Mayor
Lessee

Witness for Lessee

Dated: May ___, 2021

Witness for Lessee



Overview



Legend

-  Parcels
-  Roads
-  City Labels

Parcel ID	03-095-08W-0000-0010-0000	Alternate ID	08W09S03000000100000	Owner Address	FRANKLIN COUNTY
Sec/Twp/Rng	3-9S-8W	Class	COUNTY		33 MARKET STREET
Property Address	28 AIRPORT ROAD	Acreage	638.3		SUITE 203
					APALACHICOLA, FL 32320
District	1				
Brief Tax Description	639.3 AC ALSO 6 AC				
	<i>(Note: Not to be used on legal documents)</i>				

Date created: 4/26/2021
 Last Data Uploaded: 4/26/2021 7:41:43 AM

Developed by  **Schneider**
 GEOSPATIAL

INTERLOCAL AGREEMENT BETWEEN
FRANKLIN COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,
AND
THE CITY OF CARRABELLE, A MUNICIPAL CORPORATION,
FOR REPAIRS TO A BOX CULVERT ON RYAN DRIVE

WHEREAS, Franklin County (Hereinafter "County"), is a political subdivision of the State of Florida, with funds available for the repair of the box culvert on Ryan Drive, Carrabelle, Florida; and,

WHEREAS, the City of Carrabelle (Hereinafter "City") is a municipal corporation with funds available for the repair of the box culvert on Ryan Drive, Carrabelle, Florida; and,

WHEREAS, the County has obtained a cost estimate from Roberts and Roberts for the repair of the box culvert on Ryan Drive, Carrabelle, Florida, as is more particularly shown on the attached Exhibit "A" Items numbered 1-18, totaling an estimated \$90,065.00; and,

WHEREAS, the City has approved the payment of one-half of the costs totaling an estimated \$90,056.00; and,

WHEREAS, the County and City have agreed to equally share the estimated cost of \$90,065.00 as shown on Exhibit "A", but understand that this amount is an estimate and that the final cost could be higher or lower based on the actual units values used for the repair;

NOW THEREFORE, pursuant to §163.01, *et. seq.*, Florida Statutes, the Florida Interlocal Cooperation Act of 1969, it is agreed that:

1. All of the preamble to this interlocal agreement is incorporated herein by this reference.
2. The County and the City shall equally share the final cost for the repair of the box culvert on Ryan Drive, Carrabelle, Florida, as shown Exhibit "A," which is a four-page document dated April 21, 2021 splitting the cost 50/50 between the County and the City.
3. The parties have elected not to select Alt. 1 (Line Existing Pipes and Patch Roadway).
4. The City Engineer (Inovia Consulting) shall prepare and deliver engineered construction plans upon which Roberts and Roberts can provide an updated price quote. These plans will be prepared and provided at no cost to the parties. In connection with preparation of the construction plans a survey

will be required at an estimated cost of \$1,600.00. The parties agree to share equally in the cost of this survey.

5. Each governmental entity shall pay its one-half of the final invoice from Robert and Roberts as provide in Exhibit "A."

FRANKLIN COUNTY, a political
Subdivision of the State of Florida.

By: _____
Ricky D. Jones, Its Chairman

ATTEST:

Michele Maxwell, Clerk of Courts

Approved as to form and sufficiency

By: _____
Thomas M. Shuler, County Attorney

CITY OF Carrabelle, a municipal corporation

By: _____
Brenda La Paz, Its Mayor

ATTEST:

By: _____
Keisha Millender, Its City Clerk

Approved as to form and sufficiency

By: _____
Daniel W. Hartman, City Attorney

S.O.E. Blvd,

4.21.21

\$2500.00 Mo. 5 yrs. beginning 6/1/21,
per Harry.

Re: Liberty minutes

From: Thomas Shuler (mshuler@shulerlawfl.com)

To: ricky@franklincountyflorida.com; bert@franklincountyflorida.com; noah@franklincountyflorida.com; smokey@franklincountyflorida.com; jessica@franklincountyflorida.com; michael@franklincountyflorida.com; jgay@franklinclerk.com

Date: Wednesday, April 21, 2021, 11:00 AM EDT

Dear Commissioners:

Based on the Liberty County minutes provided by Mr. Langston, the issue is that on 4/6/21, you made a motion to support Liberty County's efforts to obtain state-owned land for mining in circumstances in which Liberty County has not voted to do anything more than schedule a workshop on the matter. I feel like the Board believed that Liberty County had actually made a decision when you made your motion and thought that the matter should come back to you.

Because of this confusion, I asked Mr. Langston to send me any additional minutes which reflected an actual decision by Liberty County that it had voted to pursue a land swap and mining operation. To date, I have not received anything.

Please see the email chain above between myself and Mr. Moron concerning this matter and that further board input seemed appropriate to me.

[A partial copy of the Franklin County draft minutes dated 4/6/21 is attached for your convenient review.](#)
[A copy of the Liberty County minutes showing that they would schedule a workshop is also attached.](#)

Please contact me if you have any questions.

-Michael

The Law Offices of Thomas M. Shuler P.A.

34-4th Street

Apalachicola, Florida 32320

(850) 653-1757 Phone

(850) 653- 8627 Facsimile

mshuler@shulerlawfl.com

The information contained in this e-mail is attorney privileged and confidential. It is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are notified that any dissemination, distribution or copy of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately and delete this message.

On Thursday, April 8, 2021, 08:45:34 AM EDT, Thomas Shuler <mshuler@shulerlawfl.com> wrote:

Good luck getting Robin to call you back. Let me know how that goes.

The Law Offices of Thomas M. Shuler P.A.

34-4th Street

Apalachicola, Florida 32320

(850) 653-1757 Phone

(850) 653- 8627 Facsimile

mshuler@shulerlawfl.com

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On Thursday, April 8, 2021, 08:39:58 AM EDT, Michael Moron <michael@franklincountyflorida.com> wrote:

Sir

That is how I interpreted the minutes. I plan to call their county attorney today to get a better understanding of what action and discussion took place at the Liberty County BOCC meeting. I will let you know then update the Commissioners.

Michael

Michael Morón
County Coordinator
Franklin County
Board of County Commissioners
Phone (850)653-9783 Ext.155
Fax (850) 653-9799
michael@franklincountyflorida.com

Florida has a very broad Public Records Law. Most written communications to or from State and Local Officials regarding State or Local business are public records available to the public and media upon request. Your email communications may therefore be subject to public disclosure.

On Apr 8, 2021, at 8:29 AM, Thomas Shuler <mshuler@shulerlawfl.com> wrote:

Mike, please review item #30 on page 8. I am not mistaken, am I, in reading that section to mean that Liberty County has not even approved of the land swap?

I cannot recall Chris actually representing that Liberty County was in favor of the swap, do you?

Should we ask the commissioners if they based their decision to send a letter of support on a belief that Liberty County was in favor of the land swap being proposed? What do you think?

The Law Offices of Thomas M. Shuler P.A.

34-4th Street

Apalachicola, Florida 32320

(850) 653-1757 Phone

(850) 653- 8627 Facsimile

mshuler@shulerlawfl.com

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On Wednesday, April 7, 2021, 04:49:43 PM EDT, Michael Moron <michael@franklincountyflorida.com> wrote:

Michael Morón
County Coordinator
Franklin County
Board of County Commissioners
Phone (850) 653-9783 Ext.155
Fax (850) 653-9799
michael@franklincountyflorida.com

Florida has a very broad Public Records Law. Most written communications to or from State and Local Officials regarding State or Local business are public records available to the public and media upon request. Your email communications may therefore be subject to public disclosure

Begin forwarded message:

From: Chris Langston <chrislangston@live.com>
Date: April 7, 2021 at 4:00:18 PM EDT
To: Michael Moron Franklin County <michael@franklincountyflorida.com>
Subject: Liberty minutes

Hopefully this will suffice.

Chris Langston



FCBCC.Langston.Liberty Minutes.pdf
341.1kB



FCBCC.minutes.draft.4.20.21.pdf
899kB

Minutes:

Clerk Brown advised the Board that Capital Truck is no longer in business so the buy back agreement is not good anymore. Santander advised Clerk Brown that the options are: 1) Not pay for the truck; 2) Pay for and keep the truck; 3) Sell Truck and pay off the loan. The Board requested Clerk Brown to get the pay off on the truck; pay the payment; receive the interest rate currently paying. Re-agenda in January 2021.

29. DEO-State of Florida Agreement

Request for Amendment #DL013-\$825,000 State Appropriated Funds

- Board to discuss/approve request for Amendment of Deliverable #1 of 2.1 to include the installation of a deep well & irrigation system at the Veterans Park.
- Board to discuss/approve request for Amendment of Deliverable 2.1 to include a pole barn covering the basketball court at Veterans Park.

Minutes:

The Board discussed Amendments of Deliverables to the Agreement #DL013 on the State Appropriated Funds Agreement in the amount of \$825,000.00.

- Motion to approve Amendment of Deliverable #1 of 2.1 to include the installation of a deep well & irrigation system at Veterans Park and to include amendment to include a pole barn covering the basketball court at Veterans Park made by Commissioner Phillips, second by Commissioner Brown, motion carried.



30. Robin Myers, County Attorney

Purchase of Property by the State of Florida & Mining Proposal

- Board to discuss/approve letter requesting the State of Florida not purchase property in Liberty County.
- County Attorney Myers to present information to the Board on the Mining Proposal submitted by Chris Langston.

Minutes:

County Attorney Myers discussed the letter requested to be sent to the State of Florida requesting the State to not purchase anymore property in Liberty County.

- Motion to table made by Commissioner Johnson, second by Commissioner Brown, motion carried.

County Attorney Myers discussed the Mining Proposal submitted by Chris Langston. The Board discussed in detail the process involved. Commissioner Brown requested Mr. Langston get support from other Counties first, then schedule a workshop for further discussion.

- Motion to move forward with sending the letter to the surrounding Counties to see how many are in favor of supporting the mining proposal made by Commissioner Johnson, second by Commissioner Brown, motion carried.

31. National Land Realty

Parcel ID# 012-1N-7W-01148-000

- Letter to the Board requesting to purchase this property.

Minutes:

- No action was taken

32. Apalachee Regional Planning Council

Appointments 2021/2022

A.

said he would like for them to share data from similar counties and communities with us as well as guidelines and a recipe for how to do it.

On a motion by Commissioner Lockley, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, it was agreed to approve the proposal from Apalachee Regional Planning Council for the Code Enforcement Public Workshops. Motion carried 5-0.

AVCON -- John Collins -- Update

- A. Mr. Collins present the updated set of fuel farm alternative locations exhibits and cost estimates. He will review the option recommended by the Airport Manager, Centric staff and County staff for additional comments or questions from the Board.

Mr. Collins presented three different locations for the fuel farm, asking for the Board's input. Mr. Collins said the Triumph board views the fuel farm as an important asset because it will facilitate 24-hour access to fuel in the event of a hurricane. Mr. Collins said the preferred alternative is option 1C because it will allow us to stay within budget. Mr. Pierce urged the Board to stay within the budget and not go above the funds that are allotted. He said it may be possible to acquire the additional funds from Triumph by amending the application but he would not advise it. Commissioner Parrish said he preferred option 1A. The Board and Mr. Collins discussed the pros and cons of the different options as well as the costs.

Mr. Ted Mosteller spoke to the Board in opposition of the proposed locations of the fuel farm alternative project.

Mr. Gordon Hunter spoke to the Board in opposition of the proposed locations of the fuel farm alternative project.

Commissioner Boldt asked if a public hearing or workshop could be held to discuss the fuel farm alternative project and options.

Commissioner Boldt made a motion to hold a workshop for public input to discuss options for fuel farm location. Commissioner Ward seconded the motion with a comment on whether or not there were any deadlines on the use of the funds from Triumph. The Board discussed the process and how far out the project will be delayed. The Board scheduled the workshop for Wednesday, April 14th at 6:00 p.m.

Motion carried 4-1, Lockley opposed.

Chairman Jones requested a meeting with the airport administration to get a status on addressing the foliage issue.

Mr. Moron inquired on the status of the third runway. Mr. Collins said he will have to look into it. He said the inspector made a recommendation it be classified as a utility runway. Mr. Collins noted that the difference in the classifications is how much we have to clear around the runways and not the actual use.

Commissioner Boldt said whenever you classify a runway and you downgrade it you are impairing the future of the airport. He said we need to look at the vision of Franklin County and how we are growing.

The meeting recessed at 11:29 a.m.

The meeting reconvened at 11:38 a.m.

Chris Langston -- Request

- A. Mr. Chris Langston would the Board to support, by a letter of support, Liberty County's efforts in obtaining state-owned property located in Tate's Hell State Forest, specifically the southeast corner, for the mining of fossilized shell to assist in the restoration of oyster reef complexes in Apalachicola Bay.



Commissioner Lockley made a motion, seconded by Commissioner Ward to approve writing a letter to support Liberty County's efforts in obtaining state-owned property located in Tate's Hell State Forest, specifically the southeast corner, for the mining of fossilized shell to assist in the restoration of oyster reef complexes in Apalachicola Bay with a provision that the County will not be a part of requesting funds to support the project and that the project will not work against the science to restore the bay.

Motion carried 3-2, Chairman Jones and Commissioner Parrish opposed.

ARPC -- Josh Adams -- Update

- A. Mr. Adams would like the Board to adopt the Apalachee Regional Resilience Collaborative. He will have a short presentation for the Board.

On a motion by Commissioner Ward, seconded by Commissioner Lockley, and by a unanimous vote of the Board present, it was agreed to adopt the Apalachee Regional Resilience Collaborative. Motion carried 5-0.

Fiscal Manager/Grants Coordinator - Erin Griffith - Report

A. Action Items

1. RFP Proposals for Buddy Ward Artificial Reef Project

Proposals were due yesterday for the Buddy Ward Artificial Reef Project and today we will open the responses. The project consists of the construction and deployment of at least 25 concrete prefabricated reef modules to construct three reef complexes in the Buddy Ward permit site located approximately 7.5 nautical miles off Bob Sikes Cut. Once the proposals are opened, the proposals will go to a review committee of which we suggest having two members of the Apalachicola Artificial Reef Association (as they are a contributing stakeholder for this project) and one member the FWC Artificial Reef Program. From AARA I would like to recommend Grayson Shepard and Bill Mudd and from FWC, Christine Kittle, a fisheries biologist with the program. Once the proposals are turned over to the committee, a cone of silence between the members of the review committee will be in place until reviewers return their completed score sheets to me before Friday, April 9th for the ranking to be compiled. If there is a consensus amongst the rankings, the committee and county staff will proceed with negotiations with the top ranked proposer and bring to the Board a contract for approval and ratification at your next meeting.

Item previously addressed under RFP / RFQ / Bids Opening.

2. Establish Evaluation Committee for County-Wide Sand Dune Restoration Project and SGI Storm Water Improvements

Alan and I have been working with Melissa Beaudry, Langton Consulting, to finalize the RFQs for the two RESTORE Projects- the County-wide Sand Dune Restoration and the St. George Island Stormwater Improvements. The RFQ solicitations have been advertised in the Panama City News Herald, the Apalachicola Times, posted on the county website and posted on the governmental bid platform Demandstar. The Board will open the RFQs at the May 4th meeting.

When the RFQs are opened, the Board will need to create an Evaluation Committee to evaluate the responses and make a recommendation to the Board. The Evaluation Committee needs to be at least 3 people, and could be myself, Alan Pierce, and Mark Curenton. Upon selection of the firm, county staff will then negotiate with the firm to create