

BOARD OF COUNTY COMMISSIONERS

GULF COUNTY, FLORIDA

INFORMATION **JULY 23, 2013** **PAGE NO.**

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- A) Chairman:
Office of Economic Development and Engagement (M3 Services) 1

CORRESPONDENCE TO BCC:

- B) Apalachicola River Riparian County Stakeholder Coalition (2013-2014 Budget Request) 2-4
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BOARD OF COUNTY COMMISSIONERS GULF COUNTY, FLORIDA

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1000 CECIL G. COSTIN, SR. BLVD., ROOM 302, PORT ST. JOE, FLORIDA 32456
PHONE: (850) 229-6106/639-6700 • FAX: (850) 229-9252 • EMAIL: bocc@gulfcounty-fl.gov

WEBSITE: www.gulfcounty-fl.gov

DATE AND TIME OF MEETINGS: SECOND AND FOURTH TUESDAYS AT 9:00 A.M., E.T.

July 16, 2013

Dr. Brice Harris, Ph.D.
Office of Economic Development and Engagement
University of West Florida
11000 University Parkway
Pensacola, FL 32514

Dear Dr. Harris:

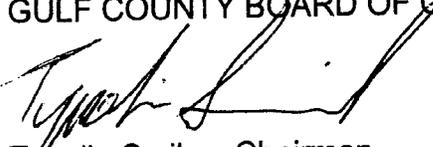
I am writing today to extend my highest recommendation for M3 Services as they submit their application.

Economic growth is an important part of the welfare in Northwest Florida. Ensuring that, we, as a community, support the creation of new local businesses will also ensure that our entire community remain healthy. I believe that this Project will be an integral catalyst to the creation of new jobs as well as working to increase the average wages of existing jobs.

The Gulf County Board of County Commissioners directly funds a portion of the Economic Development Alliance through ad valorem taxes paid by the public landowners in Gulf County. The County will work with all participants with regard to any and all permitting processes to expedite completion of the project.

We look forward to continuing to work with M3 Services. Please feel free to contact me should you have any questions.

Sincerely,
GULF COUNTY BOARD OF COUNTY COMMISSIONERS


Tynalin Smiley, Chairman
District 4

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GULF COUNTY, FLORIDA
2013 JUL 17 PM 12:57

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Summary Report
Apalachicola River Riparian County Stakeholder Coalition (RCSC)
C. Chadwick Taylor, Coordinator

This report is submitted to update the six RCSC member counties of Jackson, Gadsden, Calhoun, Liberty, Gulf and Franklin on the activities, issues and other work by the RCSC on behalf of the Apalachicola River and Bay. First, the RCSC wants to thank each of the member counties for their previous funding and support for the work of the RCSC. Enclosed is the RCSC proposed budget and budget request for FY 2013/14. The RCSC also wants to thank each Commission for their approval by Resolution in October 2012 of the Apalachicola River Riparian County Agreement that formed the Compact between the six counties and reaffirmed the mission of the Riparian County Stakeholder Coalition, (RCSC) as it was first formed through Resolution by each county in 2007.

The RCSC County Appointees have worked hard in this rare time of opportunity to secure an equitable distribution of water for the Apalachicola River system, and establish a scientifically, verifiable statement of Florida's water requirements. To accomplish this, the RCSC has worked to establish and support the region's membership in the Apalachicola, Chattahoochee, Flint Stakeholders, Inc., ACFS, please see www.acfstakeholders.org for more information. This organization is composed of 56 Governing Board members from three states and four sub-basins in the ACF system. 14 stakeholder category interests including seafood industry, manufacturing, local government, hydro and thermal power, history and culture, agriculture, recreation and others represent each sub-basin.

A very important work product under development by the ACFS with direct benefit for the RCSC counties is a Sustainable Water Management Plan for the ACF basin which includes an Instream Flow Assessment that will set the ecological needs of the rivers and an assessment of the bay. Also under development through the ACFS and by The University Collaborative (a group of five universities including UF and FSU) is a Transboundary Water Management Institutional Option Study. The study once completed will assist the States, the Federal Government and the Stakeholders in the organization and management of the ACF basin. The goal is to enable the management of the ACF basin to work together outside of the courts, to determine best practices for all concerned. The ACFS has raised 1.3 million dollars and expects to complete these work products during the first quarter of 2014. The other opportunity currently before the ACFS is active participation in the US Army Corps of Engineers update of the Water Control Manuals that operate the system of dams and reservoirs and haven't been updated since 1957. A process, which was last, tried in 1989 and began the so-called "Water War".

The RCSC meets quarterly, generally just before the quarterly governing board meeting of the ACF Stakeholders to prepare and support the RCSC membership for those meetings held throughout the ACF basin. Following the passage of the RCSC Compact Agreement in 2012 the RCSC has established and adopted bylaws and entered into an administrative agreement with the Apalachicola Regional Planning Council for organizational and administrative support. **The Riparian County Stakeholder Coalition realizes a critical need to work together to present a unified and single voice to support any and all activities needed to maintain the Apalachicola River's comprehensive values to its citizens, its counties and the State of Florida.**

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For further information or concerns please contact C. Chadwick Taylor at 850-526-0176, cct@phonl.com or Janice Watson at 850-674-4571, arpc1@fairpoint.net.

7/23/13



Riparian County Stakeholders Coalition (RCSC)

Chad Taylor, Coordinator

Janice Watson, Administrator

TO: RCSC Member Counties (Calhoun, Franklin, Gadsden, Gulf, Jackson, and Liberty)

DATE: July 1, 2013

SUBJECT: Fiscal Year 2013-2014 Budget Request

Purpose and Goal:

The formation of the Riparian County Stakeholders Coalition (RCSC) allows an opportunity for the six member riparian counties' interests in the Apalachicola River to be consolidated into a single position; to allow for a single point of contact for management issues and programs relating to the River; and to provide a unified interest in seeking State and Federal Funds to conduct technical evaluations and documentation to establish and support our actual water needs from and within the Apalachicola River and Bay basin.

It is the goal of the RCSC to work together to present a unified and single voice to support any and all programs and activities needed to maintain the River's comprehensive values to its citizens, its counties, and its state to protect, support, and maintain the values of the Apalachicola River to its counties individually and collectively.

Justification for Budget Request:

Anticipated expenses to carry out implementation of programs and activities necessary to fully accomplish the purpose and goal of the RCSC and to further support coordination and facilitation efforts of the Apalachicola Sub-Basin Caucus of the Apalachicola Chattahoochee Flint Stakeholders (ACFS) are estimated for 2013-2014 at \$24,000. The Operating Budget of \$24,000 is proposed to be funded by the RCSC member counties. Additional funding is needed to complete essential tasks which include the Apalachicola River and Bay Assessment completion, ACFS In-stream Flow Assessment Analysis and Modeling, and a contribution to the ACFS Facilitation process for the upcoming year with the goal of the completion of a *Sustainable Water Management Plan*.

Attachment: RCSC Fiscal Year 2013-2014 Proposed Budget

**RIPARIAN COUNTY STAKEHOLDERS COALITION
FISCAL YEAR 2013-2014 PROPOSED BUDGET**

OPERATING BUDGET

REVENUE Anticipated for FY 13/14

Calhoun County	5,000
Franklin County	5,000
Gadsden County	2,500
Gulf County	5,000
Liberty County	2,500
Jackson County	4,000
TOTAL OPERATING REVENUE	<u>\$24,000</u>

EXPLANATION AND JUSTIFICATION

RCSC Member Share
 RCSC Member Share

PROPOSED EXPENSES:

Coordination	12,000
ARPC Administration	10,000
Travel & Misc Expenses	2,000
TOTAL OPERATION EXPENSE	<u>\$24,000</u>

* See Descriptive Notes
 ARPC - Supporting/Fiscal Agent
 Coordination travel, supplies, and other related expenses

*** Descriptive Notes:**

Coordination Efforts

- ✓ Organize and coordinate meetings of the RCSC;
- ✓ Develop agendas, position summaries, and reports;
- ✓ Expand Riparian Counties' participation in support of the ACFS Apalachicola Sub-Basin Caucus;
- ✓ Prepare periodic Progress Reports to the Six (6) Riparian Counties;
- ✓ Pursue and Implement programs and activities necessary to fully accomplish the Purpose and Goal of the RCSC;
- ✓ Other appropriate tasks as identified by members of RCSC.

7/23/13 **A**



Capital Area Community Action Agency

309 Office Plaza Drive

Tallahassee, Florida 32301

850.222.2043

www.cacaainc.org

Thomas Thompson - Board Chairman

Tim Center - Executive Director

May 22, 2013

The Honorable Tan Smiley
Chairman
Gulf County Board of Commissioners
1000 Cecil G. Costin, Sr. Boulevard, Room 302
Port St. Joe, Florida 32456

Re: Request new appointment to Capital Area Community Action Agency Board of Directors

Dear Chairman Smiley:

This letter is to request the appointment of a Board representative to the Board of Directors for Capital Area Community Action Agency. Your appointee, Ms. Erika White, is unable to fulfill the commitment to the Board of Directors and has missed too many meetings. Her letter of appointment was dated June 5, 2010 and she was seated on the Board at the September 28, 2010. We appreciate her input and efforts on behalf of the Board. It's necessary to have a representative from Gulf County in order to have a fully represented board to conduct agency business.

Please consider this notification a request that the Gulf County Board of County Commissioners provides a new appointee to fill the vacancy for this position.

As you know, the usual appointment is for a three-year term, with your selection sent to us in a letter. DEO (formerly DCA) guidelines say that an annual re-appointment letter must be given each year of the term as well. We would appreciate notification of your selected representative at your earliest convenience in order to fill out the remainder of Ms. White's term which expires in September of 2013 and begin the new three-year term. The Board meets on the last Tuesday every other month (January, March, May, July, September, and November) at 6:00 pm. Currently, we are meeting at the Red Cross of the Big Bend, 1115 Easterwood Drive, Tallahassee. As you may recall, mileage is reimbursed at the State level of \$.45 per mile and dinner is catered at the meetings.

Again, on behalf of the Board of Directors and staff, thank you.

Sincerely,

Thomas Thompson, Chairman
Board of Directors

cc: Tim Center, Executive Director

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A NON-PROFIT CORPORATION CHARTERED BY THE STATE OF FLORIDA



A Certified United Way Agency



7/23/13 CC



106 E. College Avenue
Suite 800
Tallahassee, FL 32301

Mailing Address:
P.O. Box 14042
St. Petersburg, FL 33733
c: 850.694.3758

June 6, 2013

Mr. Don Butler
County Manager
Gulf County
1000 Cecil G. Costin Sr Blvd., Rm 302
Port St. Joe, FL 32456

Dear Mr. Butler:

Following our recent merger, we now have a new name: Duke Energy. While our name has changed from Progress Energy Florida to Duke Energy, the company's commitment to excellence continues. As we enter storm season here in Florida, the employees of Duke Energy continue to work to prepare for significant storms as well as any type of catastrophic event. For us, storm preparation and planning is a year-round activity. In 2012 alone, Duke Energy invested thousands of staff hours and more than \$179 million to strengthen its Florida system against storms.

Duke Energy has a detailed plan in place to activate employees directly involved with power restoration quickly and decisively in response to major storms. This includes reaching out to local governments to ensure awareness of our planning and processes in the event of a major storm.

Duke Energy has created easy to access information that will provide outage information, maps and an online outage reporting tool for the general public on our website at www.progress-energy.com/storm. From this site, you may also search outage information by address and view county-specific estimates of power restoration on an outage map tool. You will be able to view the areas of the county that are the most impacted by a storm event. The outage map tool is available directly at: www.progress-energy.com/outagemap.

The online outage reporting tool, also found at www.progress-energy.com/storm, allows customers using compatible mobile devices or computers to report outages online after registering their account. Alternatively, to report a power outage, the general public can call **1-800-228-8485**. In addition, customers can follow us at www.twitter.com/progressenergy or at www.facebook.com/ProgressEnergyFlorida.

Duke Energy works closely with the county Emergency Operations Centers (EOCs) to provide up-to-date information and coordinate all restoration efforts for critical infrastructure through the county EOCs. We are conducting meetings with county EOC officials and participating in drills and other storm preparation activities as we conduct our storm preparedness activities.

We welcome your feedback on our process to help us enhance our joint efforts to serve the residents in our service territory during major events. If you have any questions, please feel free to call me at 850-694-3758.

Sincerely,

Robert L. Pickels
District Manager – North Florida

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Florida Department of Revenue
Tax Information Publication

TIP

No: 13A01-05

Date Issued:
June 28, 2013

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Gulf County Government
County Administrator
1000 Cecil G. Costin Sr. Blvd., Rm. 302
Port St. Joe FL 32456

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**Indexed Tax on Asphalt Will Increase to 72 Cents Per Ton
For The Period July 1, 2013 Through June 30, 2014**

Per-Ton Tax Rate Announcement

The tax rate used by contractors who manufacture and use asphalt during fiscal year July 1, 2013 through June 30, 2014 is 72 cents per ton.

Manufactured asphalt used in public works projects of the federal government, and state and local governments, is subject to a 40 percent reduction to the new tax rate. Contractors using manufactured asphalt under public works contracts owe 43 cents per ton on asphalt used in those projects.

The indexed tax is adjusted on July 1 of each year, using a producer price index published by the United States Department of Labor, Bureau of Statistics.

Contractor's Use Tax on Manufactured Asphalt

To calculate use tax on asphalt manufactured by a contractor for his or her use:

- (a) Multiply the cost of all materials that become ingredients of the finished asphalt by 6 percent; plus,
- (b) Multiply the cost of transporting such ingredients to the plant site by 6 percent; plus,
- (c) Apply the indexed tax (72 cents per ton) to all other costs associated with the manufacture of asphalt. The new indexed tax is in addition to all taxes paid on purchases of overhead items, including boiler fuels.

If tax is paid to a third party on the cost or transportation of materials (see (a) or (b) above), do not include those costs to calculate the total tax due. Tax is due in the month the asphalt is manufactured for use by the contractor, and must be paid using the *Sales and Use Tax Return* (Form DR-15).

Reference: Section 212.06(1)(c), Florida Statutes

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Florida Department of Transportation

RICK SCOTT
GOVERNOR

1074 Highway 90
Chipley, Florida 32428

ANATH PRASAD, P.E.
SECRETARY

July 3, 2013

RE: State Road (S.R.) 30E (Cape San Blas Road) from S.R. 30A to St. Joseph Bay
State Buffer Preserve in Gulf County
Financial Project Identification Number: 416943-1-32-01

Dear Sir or Madam:

The Florida Department of Transportation (FDOT) invites you to attend a public information meeting concerning proposed improvements to S.R. 30E (Cape San Blas Road) from S.R. 30A to St. Joseph Bay State Buffer Preserve. The meeting will be held July 16, 2013, from 5 p.m. to 6 p.m. EDT at St. Joseph Bay State Buffer Preserve Center, Building B, 3915 S.R. 30A, Port St. Joe, FL 32456.

The proposed improvements include lane widening, paved shoulders, resurfacing, and minor drainage improvements for S.R. 30E (Cape San Blas Road) from S.R. 30A to St. Joseph Bay State Buffer Preserve. The project is approximately four miles in length. Construction is currently scheduled to begin in fall 2015.

Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability, or family status. Persons who require special accommodations under the Americans with Disabilities Act or persons who require translation services (free of charge) should contact John S. Glenn, P.E., FDOT Project Manager, toll-free at (888) 638-0250, extension 1459 at least seven days prior to the meeting.

If you have questions regarding the proposed project or this meeting, please contact John S. Glenn, P.E., at the number above or via email at john.glenn@dot.state.fl.us. You may also contact Ian Satter, District Three Public Information Director, at (888) 638-0250, extension 1205 or via email at ian.satter@dot.state.fl.us.

Sincerely,

Tim Smith, P.E.
District III Consultant Project Management Engineer

Enclosure

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State Road (S.R.) 30E (Cape San Blas Road) Public Information Meeting

S.R. 30A to the St. Joseph Bay State Buffer Preserve, Gulf County
Financial Project Identification Number: 416943-1-32-01



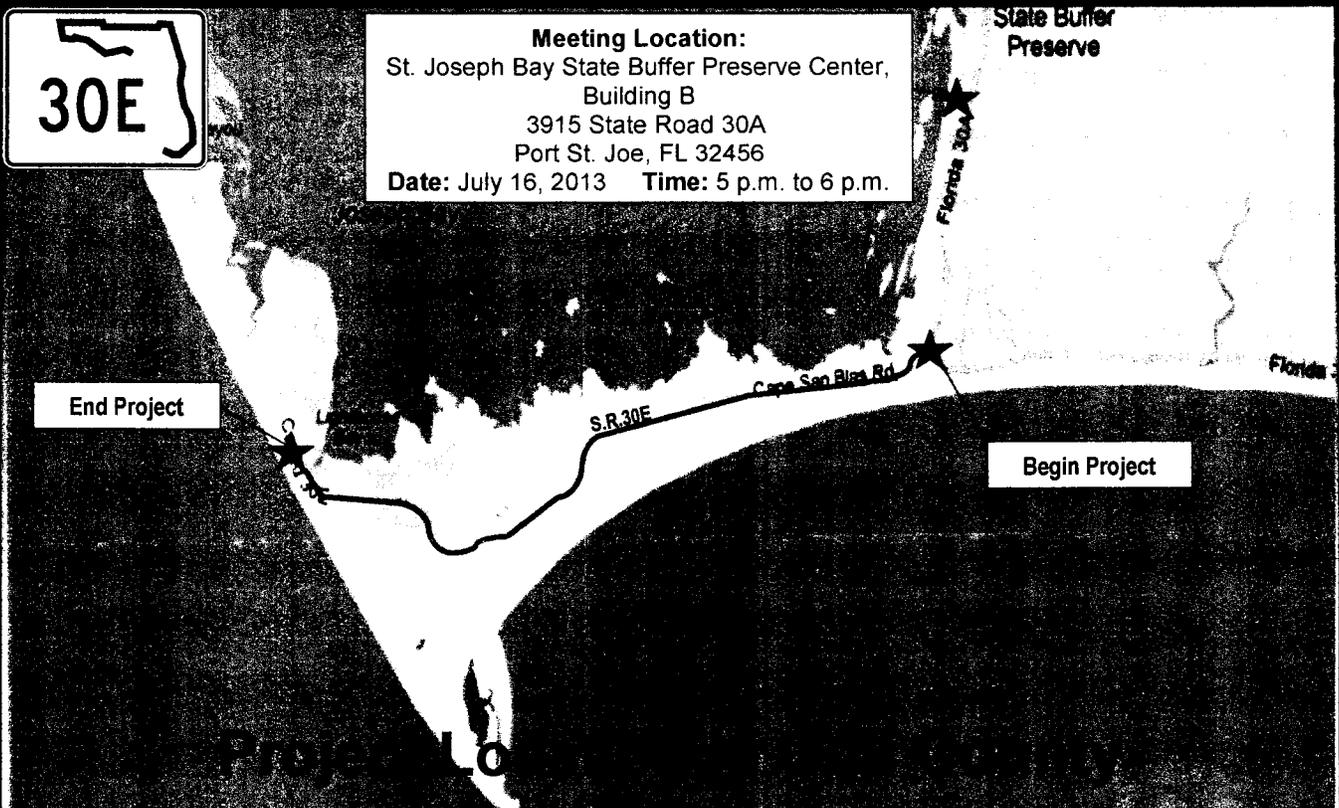
The project includes lane widening, construction of paved shoulders, and roadway resurfacing. Also included are minor drainage improvements and side drain replacement for various sections along the roadway. The project is approximately four miles in length and construction is currently funded in fall 2015.





Meeting Location:
 St. Joseph Bay State Buffer Preserve Center,
 Building B
 3915 State Road 30A
 Port St. Joe, FL 32456
Date: July 16, 2013 **Time:** 5 p.m. to 6 p.m.

State Buffer
 Preserve



Who will take my comments?

Persons wishing to submit written statements may do so at the meeting or by mailing them to the Project Manager, 1074 Highway 90, Chipley, Florida 32428. Information must be postmarked on or before July 30, 2013. Additional contact information can be found below.

John S. Glenn, P.E.
 FDOT District 3
 Project Manager
 (888) 638-0250 Ext. 1459
john.glenn@dot.state.fl.us

Ian Satter
 FDOT District 3
 Director of Public Information
 (888) 638-0250 Ext. 1205
ian.satter@dot.state.fl.us

For more information on the Florida Department of Transportation District Three follow us on twitter @MyFDOT_NWFL



Lynn Lanier

From: Donna Williams <dwilliams@gcwb.org>
Sent: Thursday, June 27, 2013 5:24 PM
To: Donna Williams; 'Kari Summers (ksummers@gulfcounty-fl.gov)'
Cc: Kim Bodine; Deb Bentley; 'Lynn Lanier'
Subject: RE: Agenda Request GCWB for July 23 Commission Mtg

The date is July 23, 2013

From: Donna Williams
Sent: Thursday, June 27, 2013 4:23 PM
To: Kari Summers (ksummers@gulfcounty-fl.gov)
Cc: Kim Bodine; Deb Bentley; 'Lynn Lanier'
Subject: Agenda Request GCWB for July 23 Commission Mtg

Kari,

The Gulf Coast Workforce Board requests to be on the July 23, 2013 commission agenda to provide an overview and seek approval for:

- 2013-2014 Board Budget
- Waiver related to individual training accounts (ITA's)
- New Inter-local Agreement between Gulf County, GCWB, and Gulf Coast State College.

I included a copy of our previously signed Inter-local Agreement for reference. Please confirm if we can be on the agenda for this date.

Thanks.
Donna Williams
Admin. Asst.
Gulf Coast Workforce Board
850-913-3285
dwilliams@gcwb.org

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Lynn Lanier

From: Donna Williams <dwilliams@gcwb.org>
Sent: Thursday, June 27, 2013 5:23 PM
To: Kari Summers (ksummers@gulfcountry-fl.gov)
Cc: Kim Bodine; Deb Bentley; 'Lynn Lanier'
Subject: Agenda Request GCWB for July 23 Commission Mtg
Attachments: RWB04 Budget Submission 2013_2014.pdf; Budget and ITA Waiver Approval Gulf County.doc; INTERLOCAL AGREEMENT Gulf 2013.doc; Gulf County Signed Intercal Agmt 2011.pdf

Kari,

The Gulf Coast Workforce Board requests to be on the July 23, 2013 commission agenda to provide an overview and seek approval for:

2013-2014 Board Budget

Waiver related to individual training accounts (ITA's)

New Inter-local Agreement between Gulf County, GCWB, and Gulf Coast State College.

I included a copy of our previously signed Inter-local Agreement for reference.

Please confirm if we can be on the agenda for this date.

Thanks.

Donna Williams

Admin. Asst.

Gulf Coast Workforce Board

850-913-3285

dwilliams@gcwb.org

Gulf Coast Workforce Board 2013-2014 Budget

Admin Salaries/Benefits	276,096
Operational Expenses	177,465
Direct Svcs Salary/B	1,262,660
Direct Services	1,658,061
One Stop Lease	290,000
One Stop Operational	88,700
Contracted to Svc Prov	1,256,337
Total	5,009,319

Prior Year Comparison:

2012-2013 Beginning Budget	2013-2014 Beginning Budget	Increase/ (Decrease)	Percentage
6,372,196	5,009,319	(1,362,877)	-21%

New law requires that 50% of WIA Adult and Dislocated (estimated at 1.8 million) must be used on tuition, books, training case management, and training program management.

The above Direct Services line contains 45% of of the WIA Adult and Dislocated Worker allocation including estimated carryforward.

A waiver request to 35% is recommended.

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

Salaries/Benefits include 37 staff positions, FICA, Retirement, Health & Life Insurance, 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), dues/memberships, software, copier leases, professional development, printing, subscriptions, audit fees, advertising, legal/professional/temp services. Some of the operational expense category will include Admin expenses.

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

One Stop Lease includes lease of Workforce Center (utilities included)

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

Contracted to Service Providers includes

Gulf Coast State College	509,881	One-Stop Operator
Royal American Management	391,000	Welfare Transition, SNAP E & T
Bay District Schools	259,000	Youth Program
Friends of Franklin Co. Library	83,000	Youth Program
Christian Comm. Develop. Fund	13,456	duPont Central Resource Center Grant

GULF COAST WORKFORCE BOARD, INC.

5230 West Highway 98 - Panama City, FL 32401 - Phone (850) 913-3285 - Fax (850) 913-3269 - www.workforcecenter.org

To the Attention of Budget Review
Workforce Florida, Inc.
1580 Waldo Palmer Lane – Ste. 1
Tallahassee, FL 32308

This budget and permission to request an ITA waiver has been approved by the designated chief elected official of Workforce Region 4 – Gulf County and the chair of Regional Workforce Board 4 on:

_____ (date).

Signature – Chief Elected Official, Gulf County Board of Commissioners

Printed Name: _____

Signature – Board Chair, Gulf Coast Workforce Board (RWB04)

Printed Name: John T. Ward, Jr.

Signature – Executive Director, Gulf Coast Workforce Board (RWB04)

Printed Name: Kimberly L. Bodine

Contact Name and phone number for questions related to submitted budget: Deb Bentley, Finance Director
Gulf Coast Workforce Board
850-913-3285

INTERLOCAL AGREEMENT
 BOARD OF COUNTY COMMISSIONERS OF GULF COUNTY, FLORIDA
 AND
 GULF COAST WORKFORCE DEVELOPMENT BOARD, INC.
 AND
 GULF COAST STATE COLLEGE

THIS AGREEMENT is made and entered into this ____ day of _____, 2013, between the BOARD OF COUNTY COMMISSIONERS OF GULF COUNTY, FLORIDA ("County"), GULF COAST WORKFORCE DEVELOPMENT BOARD, INC. ("Board"), and GULF COAST STATE COLLEGE ("GCSC"), (fiscal agent for GULF COAST WORKFORCE DEVELOPMENT BOARD, INC).

WITNESSETH

WHEREAS, the United States Congress has enacted the Workforce Investment Act, Public Law 105-220 August 7, 1998, ("WIA") and charged the State of Florida with the establishment of local Service Delivery Areas; and

WHEREAS, the Board has been designated as the local workforce investment board to set policy for the portion of the statewide workforce investment system within the local area; and

WHEREAS, the County has been designated as part of the Local Workforce Investment Area ("LWIA") for the unincorporated and incorporated areas within the confines of the boundaries; and

WHEREAS, the County is comprised of the Chief Elected Officials and the Chairman of the Board of County Commissioners serves as the Chief Elected Official in the LWIA; and

WHEREAS, the Chairman of the Board is signatory to agreements with the Board and has been authorized to represent the Board; and

WHEREAS, the parties desire to enter into an agreement to provide comprehensive job training and job placement services under the WIA regulations to residents in the LWIA.

NOW, THEREFORE, IT IS MUTUALLY AGREED:

1. Grant Recipient and Administrative Entity: Pursuant to Section 117 (d) (3) (B), WIA, the Chief Elected Official shall serve as the local grant recipient and the Chief Elected Official hereby designates the Gulf Coast State College ("GCSC") to serve as the Fiscal Agent, and the Grant Recipient for all WIA funds, as well as those funds allocated to the Workforce Investment Area for Temporary

Assistance for Needy Families (TANF) program by the Federal government and the Welfare Transition program by the State government. However, pursuant to Section 117 (d) (3) (B), WIA, the Chief Elected Official is not relieved of the liability for any misuse of grant funds as described in Section 117 (d) (3) (B) (i) (I), WIA. GCSC shall disburse such grant funds immediately for workforce investment activities at the direction of the Board pursuant to the requirements of the WIA and for other related programs in the appropriate manner authorized by State and Federal laws. The Board may solicit and accept grants and donations from sources other than Federal funds made available under the WIA, and other related legislation.

2. Development of the Local Workforce Services Plan: Pursuant to Section 118, WIA, the Board will prepare the local WIA Plan consistent with Section 118 (b), WIA. Prior to submittal of the Plan to the Governor, the Board shall make available copies of the proposed Plan to the public through such means as public hearings and local news media. The Board will allow members of the Board and members of the public, including representatives of business and representatives of labor organizations, to submit comments on the proposed Plan to the Board not later than the end of the 30-day period beginning on the date on which the proposed Plan is made available. The Board will also include in the local Plan submitted to the Governor any such comments that represent disagreement with the Plan. Following development of the Local Workforce Services Plan, the Board will submit it to the Governor.
3. Negotiation of Local Performance Standards: Pursuant to Section 117 (d) (5), WIA, the Board and will negotiate local performance measures with the Governor.
4. Employment Statistics: The Board shall assist the Governor in developing the statewide employment statistics system described in Section 15 (e) of the Wagner-Peyser Act.
5. Policy Guidance/Oversight: The Board shall set broad general policy for WIA programs in partnership with the County, and pursuant to Section 117 (d) (4), WIA, shall conduct oversight with respect to youth activities, local employment and training activities and the One-Stop delivery system in the local area. Day-to-day monitoring and continuous improvement initiatives administration will be performed by the County.
6. One-Stop Operator: GCSC, who has served as the One-Stop Operator for the local One-Stop grant, will continue in that capacity and is hereby designed as the One-Stop Operator, pursuant to Section 121 (d) (2) (a), WIA. The Board consistent with the State Plan, with the agreement of the Chief Elected Official for the local area, shall:

- (1) develop and enter into the memorandum of understanding, pursuant to Section 121 (c), WIA, with one-stop partners pursuant to Section 121 (b), WIA;
 - (2) designate or certify one-stop operators (the County as designated above), pursuant to Section 121 (d), WIA; and
 - (3) conduct oversight with respect to the one-stop delivery system in the local area.
7. Employer Linkages: The Board shall coordinate the workforce investment activities authorized under by law and carried out in the local area with economic development strategies and develop other employer linkages with such activities.
 8. Connecting, Brokering and Coaching: The Board shall promote the participation of private sector employers in the statewide workforce investment system and ensure the effective provision, through the system, of connecting, brokering and coaching activities to assist employers in meeting hiring needs.
 9. Budget: The Board shall develop a budget for the purpose of carrying out the duties of the Board under WIA, subject to the approval of the Chief Elected Official.
 10. Composition of Board: The Board will be comprised of members pursuant to WIA and State law.
 11. Government in the Sunshine: The activities of the Board shall be governed by Chapters 119 and 286, Florida Statutes, in accord with Section 117 (e), WIA.
 12. Limitations on the Board: The Board is limited in activity and authority by the provisions of Section 117 (f), WIA.
 13. Youth Council: There shall be established as a subgroup of the Board, a Youth Council appointed by the Board in cooperation with the Chief Elected Official for the local area whose membership, relationship to the Board and duties shall comply with Section 117 (g), WIA.
 14. Identification and Selection of Eligible Providers of Youth Activities: The Board shall identify eligible providers of youth programs pursuant to Section 123, WIA, by awarding grants or contracts on a competitive basis, based upon recommendations of the Youth Council. Contracts may be renewed for up to three years.
 15. Identification of Eligible Providers of Training Services: Consistent with Section 122, WIA, the Board shall identify eligible providers of training services described in Section 134 (d) (4), WIA, in the local area.

16. Identification of Eligible Providers of Intensive Services: If the County does not provide intensive services, the Board shall identify eligible providers of intensive services described in Section 134 (d) (3), WIA, in the local area by awarding contracts.
17. Conflicts of Interest: Actions by Board members are restricted pursuant to Section 117 (g), WIA, and other applicable law concerning voting and engaging in certain activities.
18. Non-Discrimination: During the performance of this Agreement, the County and the Board assure, both individually and jointly, that they will not engage in any form or manner of discrimination on the basis of race, color, sex, national origin, handicap, marital status, religion or age in the performance of their individual and/or joint functions under this Agreement. The County and the Board individually and jointly assure compliance with Title VI of the Civil Rights Act of 1964; Title VII of the 1964 Civil Rights Act, as amended; the Florida Human Rights Act of 1977; and all other applicable Federal and State laws, Executive Orders and regulations prohibiting discrimination as hereinabove referenced. These assurances shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans, as applicable.

Furthermore, the County and the Board individually and jointly understand that this Agreement is conditioned upon the variety of these assurances, and that the County and the Board members bind themselves to such assurances by execution of this Agreement.

19. Severability: If any terms or provisions of this Agreement or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or enforceable, shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
20. Board Attestation: The Board represents and warrants that its members have not offered or given any gratuity to any official employee or agent of the County or any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect the performance of an agreement, and that each member has read and is familiar with this provision.

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this Agreement on the date and year first written above.

CHAIRMAN
GULF COAST WORKFORCE
DEVELOPMENT BOARD, INC.

CHAIRMAN
BOARD OF COUNTY
COMMISSIONERS OF GULF COUNTY

DATE

DATE

ATTEST: KIMBERLY L. BODINE
EXECUTIVE DIRECTOR

ATTEST: REBECCA L. NORRIS
GULF COUNTY CLERK OF COURT

DATE

DATE

PRESIDENT
GULF COAST STATE COLLEGE

DATE

INTERLOCAL AGREEMENT
BOARD OF COUNTY COMMISSIONERS OF GULF COUNTY, FLORIDA AND
GULF COAST WORKFORCE DEVELOPMENT BOARD, INC.

THIS AGREEMENT is made and entered into this 23rd day of August, 2011, between BOARD OF COUNTY COMMISSIONERS OF GULF COUNTY, FLORIDA ("County"), and GULF COAST WORKFORCE DEVELOPMENT BOARD, INC. ("Board").

WITNESSETH

WHEREAS, the United States Congress has enacted the Workforce Investment Act, Public Law 105-220 August 7, 1998, ("WIA") and charged the State of Florida with the establishment of local Service Delivery Areas; and

WHEREAS, the Board has been designated as the local workforce investment board to set policy for the portion of the statewide workforce investment system within the local area; and

WHEREAS, the County has been designated as part of the Local Workforce Investment Area ("LWIA") for the unincorporated and incorporated areas within the confines of the boundaries; and

WHEREAS, the chairman of each county are ex-officio members of the regional workforce investment board; and

WHEREAS, the County is comprised of the Chief Elected Officials and the Chairman of the Board of County Commissioners serves as the Chief Elected Official in the LWIA; and

WHEREAS, the Chairman of the Board is signatory to agreements with the Board and has been authorized to represent the Board; and

WHEREAS, the parties desire to enter into an agreement to provide comprehensive job training and job placement services under the WIA regulations to residents in the LWIA.

NOW, THEREFORE, IT IS MUTUALLY AGREED:

1. Grant Recipient and Administrative Entity: Pursuant to Section 117 (d) (3) (B), WIA, the Chief Elected Official shall serve as the local grant recipient and the Chief Elected Official hereby designates the Gulf Coast State College ("GCSC") to serve as the Fiscal Agent, and Grant Recipient, for all WIA funds, as well as those funds allocated to the Workforce Investment Area for Temporary Assistance for Needy Families (TANF) program by the Federal government and the Welfare Transition program by the State government. However, pursuant to Section 117 (d) (3) (B), WIA, the Chief Elected Official is not relieved of the liability for any misuse of grant funds as described in Section 117 (d) (3) (B) (i) (I), WIA. GCSC shall disburse such grant funds immediately for workforce investment activities at

the direction of the Board, pursuant to the requirements of the WIA and for other related programs in the appropriate manner authorized by State and Federal laws. The Board may solicit and accept grants and donations from sources other than Federal funds made available under the WIA, and other related legislation.

2. Development of the Local Workforce Services Plan: Pursuant to Section 118, WIA, the Board will prepare the local WIA Plan consistent with Section 118 (b), WIA. Prior to submittal of the Plan to the Governor, the Board shall make available copies of the proposed Plan to the public through such means as public hearings and local news media. The Board will allow members of the Board and members of the public, including representatives of business and representatives of labor organizations, to submit comments on the proposed Plan to the Board not later than the end of the 30-day period beginning on the date on which the proposed Plan is made available. The Board will also include in the local Plan submitted to the Governor any such comments that represent disagreement with the Plan. Following development of the Local Workforce Services Plan, the Board will submit it to the Governor.
3. Negotiation of Local Performance Standards: Pursuant to Section 117 (d) (5), WIA, the Board and will negotiate local performance measures with the Governor.
4. Employment Statistics: The Board shall assist the Governor in developing the statewide employment statistics system described in Section 15 (e) of the Wagner-Peyser Act.
5. Policy Guidance/Oversight: The Board shall set broad general policy for WIA programs in partnership with the County, and pursuant to Section 117 (d) (4), WIA, shall conduct oversight with respect to youth activities, local employment and training activities and the One-Stop delivery system in the local area. Day-to-day monitoring and continuous improvement initiatives administration will be performed by the County.
6. One-Stop Operator: GCSC, who has served as the One-Stop Operator for the local One-Stop grant, will continue in that capacity and is hereby designated as the One-Stop Operator, pursuant to Section 121 (d) (2) (a), WIA. The Board, consistent with the State Plan, with the agreement of the Chief Elected Official for the local area, shall (1) develop and enter into the memorandum of understanding, pursuant to Section 121 (c), WIA, with one-stop partners pursuant to Section 121 (b), WIA; (2) designate or certify one-stop operators (the County as designated above), pursuant to Section 121 (d), WIA; and (3) conduct oversight with respect to the one-stop delivery system in the local area.

7. Employer Linkages: The Board shall coordinate the workforce investment activities authorized under by law and carried out in the local area with economic development strategies and develop other employer linkages with such activities.
8. Connecting, Brokering and Coaching: The Board shall promote the participation of private sector employers in the statewide workforce investment system and ensure the effective provision, through the system, of connecting, brokering and coaching activities to assist employers in meeting hiring needs.
9. Budget: The Board shall develop a budget for the purpose of carrying out the duties of the Board under WIA, subject to the approval of the Chief Elected Official.
10. Composition of Board: The Board will be comprised of members pursuant to WIA and State law.
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Kari Summers

From: Marilynblackwel@wmconnect.com
Sent: Thursday, July 04, 2013 8:53 PM
To: ksummers@gulfclerk.com
Subject: Apalachicola River

FILED FOR RECORD
REPTON L. MORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
25
2013 JUL - 8 PM 12: 14

Karri, Please include the below text in the Information Packet for the next GCOCC Meeting. Thank you, Marilyn With so much attention being focused on the Apalachicola River and Bay and considering the political game that commercial traffic has always been at play on this issue, the following history calls out to be told.

Before all the old timers who remember a much different river system have passed on and the sources of years of degradation have been suppressed or unacknowledged, let these words remain. For to celebrate the system as a unique and wonderful treasure is akin to placing a crown on a once beautiful and innocent princess after she has been repeatedly raped and tortured and now facing the possibility of continued abuse.

Had you not know her before; you might be forgiven for not recognizing her pain. You wouldn't see the bends that were cut from her body; you might not know that the wide and shallow body was once deep and narrow. The sand bars that you take to be normal, isn't. They are dredged spoil sites. There are 140 of these sites in addition to 28 dike fields, some of which tend to redirect the flow of water and straighten the river. And across from every one is an eroded bank. Many are on point bars some of which direct the force of the water to the neck of a bend on the opposite bank, thereby severing the bend in time. The practice of mechanically cutting bends from the river was stopped years ago but like the old saying goes, "there is more than one way to skin a cat."

Dredged spoil was first piped onto the floodplain, then on the banks of the river and going from bad to worse, the 140 spoil sites were allowed by DEP to be placed within the banks of the river and in open water sites. During the past 70 years, in excess of one-half million cubic yards of spoil was dredged annually from the river and not removed from the system. Much of the spoil was dredged repeatedly as it was washed off the spoil sites during the high water season and back into the main channel. Repeated dredging changes course river sand into silt which is a greater concern as it is more dense and acts as a better seal, changing the composition of the bottom of the river, creeks, sloughs and even large areas of the floodplain. Native plant species are negatively affected by the sand and silt which affects the land animals habitat. A fairly recent study stated that forty percent of the tupelo trees had perished due to the drying of the floodplain and the change in soil composition. The Apalachicola River System contained the most diverse plant and animal species in the Nation. Off river lakes and ponds have filled with sand and silt due to dredging. The mouths of all sloughs are plugged. The veins that carried life to this vast floodplain for thousands of years are blocked. The tributaries and distributary present forty years ago and on which rookeries of Ibis and Heron nested in the spring are no more. The mouths of many of the sloughs are no longer visible from the river as they have filled and now support trees and other vegetation. Spoil sites are located adjacent to or just upstream of the majority of all sloughs, assuring that sediment will erode into them. Also assuring that more water will remain in the river. For commercial barge traffic?

There have been many studies done on the river (so easy to ride in a boat) but of the swamps and floodplain, only what can be determined from aerial survey. We contacted the Apalachicola Research Reserve and only a few pages exist. These areas are so diverse and full of wonder and not a little mystery.

Prior to the floodplain being degraded, otter and alligator dens were located well off the river where they lived during the seasonal low water. The big turtle inhabited water holes

around old tussocks. Areas where people seldom went. Where every tree exhibited it's own personality and in the spring, a chorus of insects and land animals let their voices be heard. A basket half full of crawfish could be caught in half a day. The abundance of crawfish was never acknowledged even though documentation was turned over to the agency charged to protect. The crawfish are an important part of the food chain for many land and aquatic animals. This year, after three years of being forced to stay underground due to the absence of seasonal high water, very few survived to come fourth when water did arrive.

Through out the years, the politicians, the Corps of Engineers, the Florida Department of Environmental Protection, and other agencies seem to have been playing a macabre game concerning the Apalachicola River System at which the System has continued to loose. DEP stopped the COE from disposing dredged spoil in the floodplain but allowed them to deposit it on the banks of the river. Later it was decided that the most environmentally sound way was to deposit it within the river banks and in open water sites which only increased the speed of filling in of sloughs from far out in the floodplain to the mouth at the river. Across from the spoil sites, the opposite bank erodes. At some spoil sites the spoil site has caught up more sediment to the point that the site has enlarged in width to reach the middle of the channel. A boat trip down the river from Blountstown to the mouth of the Chipola River when the river gage at Blountstown is at five feet or below will reveal some the major damage suffered by the system. In a 1986 study conducted by the Florida Fish and Wildlife, it is stated that dredging practices have created twenty-five miles of sand banks that game fish do not inhabit.

For years DEP permits issued to the COE contained requirements such as the opening of Point-Poll-Away, Corley Slough and bends to be reconnected. A play was made at opening Corley Slough but the prior placement of Sand Mountain beside the mouth of the slough insured that it would continue to be blocked. A very large amount of spoil was also placed in the mouth of Virginia Cut.

For a period of eleven years, spoil was allowed to be piled in large quantities along the river then pushed back into the river with bulldozers. This was called "mechanical Redistribution." The practice was no longer allowed in the 1999 permit.

As more spoil was dredged, more had to be dredged to ensure a channel for the few barges going to or from Alabama and Georgia. A few barges operated from one and one-half mile below the dam at Chattahoochee and back through the dam to upstream points. Yet the remaining 105 miles of the river was "maintained" that accommodated very few barges annually during the last 20 years that maintenance was conducted. Also of concern was the cargo hauled which included fertilizer, jet fuel, and other farm chemicals (not identified). Loaded barges have an 8-9 foot draft. Strandings on sand shoals were fairly frequent and the tugboat operator would have call to the dam for a release of more water. Barges, while trying to maneuver around a bend would crash into the bank several times in order to make the turn. The cost of shipping on the Apalachicola River has been determined to be the highest in the nation.

DEP is now on the verge of issuing the COE a permit for snagging the river and at the same time a Water Quality Permit and an Environmental Resource Permit. The water quality permit was denied in 2005, which effectively prevented the COE from maintenance work on the river. The reasons given in the denial have not been resolved to date. The COE is already mandated by Congress to maintain a 9 by 100 foot navigation channel (should have been DE-authorized years ago) and by issuance of these three permits; it will all begin once more. The reason given by the COE in it's request for permit is that "emergency parts or equipment may be needed up stream that could not be moved another way." We are living in the year 2013, not 1713.

The practice of "Snagging" the river, which was done annually just prior to dredging, **27** destructive in many ways. The bottom of the food chain is the microscopic organisms that live on the snags. Snags are protection areas for juvenile fish, create shade which cools the water in the summer, they slow the flow of the water, some are inhabited by fish that are territorial, they serve as sunning spots for turtles and alligators and as fishing platforms for water birds. Many rivers across the nation, including the Chipola River have never been snagged and recreational boaters continue to use them.

Restoration projects conducted by the COE and a few by other resource agencies have seemed to be another part of the game. Many millions of taxpayer dollars have funded ill-conceived and reckless "restoration" projects on this river and only one a partial success. Many have caused further harm to the system in part by the failure to understand how the system worked. An example is the fact that a swollen river will cause tributaries to act as distributary until the floodplain has filled and the water in river and floodplain is equalized. When the water level in the river recedes, will act as distributary until the water in the floodplain has emptied. A good example of this is Battle Bend at river mile 26.

Battle Bend, measuring one mile, was mechanically severed from the river in the 1960s. Spoil was repeatedly placed in the upstream mouth in an effort to prevent water from the river entering the bend. An adjacent upstream spoil site was extended across the upper mouth and in a final effort, a borrow pit was dug and an earthen berm placed across the inside mouth.

In 2008, a restoration project was started by another agency at Battle Bend whose stated purpose was to increase fish habitat by dredging a nine-foot deep and two hundred feet long wide and one thousand feet long at the lower mouth of the bend. First came the engineering and then a study to determine where the sand came from that had continued to accumulate at the mouth of the bend, the COE had dredged spoil from the mouth several times over the years but it just as quickly filled in. When the project was completed except for the plug at the mouth, which was the last to be removed, the contractor left the area. When questioned, the head of the project stated that the contractor had "inadvertently" left the plug at the mouth but was going to come back and remove it. They might possibly have realized that it was that old swollen river syndrome again and that river water was entering the bend and exiting sloughs inside the bend and on into the floodplain and in the process the heavy load of sediment in the river water created the plug at the mouth of the bend and would continue to even with the dredged channel that had just been dug. The plug still remains with a stand of willows growing on it. At this time the project was identified as Phase one and Phase two came into being that was to be the creation of two inlet channels at the upper mouth in the belief that water would enter, flow through the bend and prevent the plug forming in the lower mouth. Phase two was completed and water from the river did flow into the channels but failed to enter the bend as sediment that had been placed at the upper mouth to stop the water entering had filled the upper one-third of length of the bend beginning near the ends of the inlet channels. River water now flows into the two inlet channels at the upper mouth but is diverted into the floodplain by the spoil that exist further inside the bend. The flow runs on to the mud flat that runs parallel to the river from Florida River south to Brushy Creek. This project cost taxpayers in excess of two million dollars, failed to achieve it's stated purpose and caused more harm, which harm could increase in the future.

Water that has been arbitrarily withheld upstream from the Apalachicola River (and much of it wasted) resulting in harm to the River, floodplain and Apalachicola Bay is no greater environmental crime than to allow the COE back in the system. As for Restoration Projects; the only way the system can heal is if it is left alone to heal itself. Any effort made by people would have to be periodically maintained. A slough mouth that is opened today would need reopening in another three or four years. The overload of sediment in the system will be a problem for some time. After so many years of abuse, it will take many years to heal.

Two projects that might feasible be accomplished without further harm and to help the system is to make a serious attempt to reconnect Battle Bend to the river by excavating the spoil in the upper one-third section and block the water from entering the cut section. The second is to develop some measure to prevent the increasing amount of water from entering the Cut-Off at river mile 41 1/2 . The spoil site on the opposite bank, measuring a mile has directed the flow of water to the mouth of the Cut-Off that over time has widen and the quantity and force of the water has eroded the banks on the Cut-Off to the point that houses and two roads are endangered. There are major sand shoals just down stream on the Apalachicola River from the Cut-Off, which tends to prevent the unimpeded flow of water in the river and helps to increase the flow into the Cut-Off.

If the Apalachicola River System is important to you, be aware of its history and the very real possibility that abuse (from what ever source) of the system could very well begin again and you might be able to prevent it.

Marilyn Blackwell
Help Save the Apalachicola River Group
Wewahitchka, Florida

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Information from ESET NOD32 Antivirus, version of virus signature database 8542
(20130708)

The message was checked by ESET NOD32 Antivirus.

<http://www.eset.com>



PORT ST. JOE PORT AUTHORITY

Post Office Box 745
 Port St. Joe, FL 32457
 Phone: (850) 229-5240

July 2, 2013

Ms. Jennifer Jenkins
 Gulf County Tourism Development Council
 150 Captain Fred's Place
 Port St. Joe, FL 32456

RE: Beach Renourishment and Port Dredging Projects

Dear Jennifer:

As you may be aware the Port Authority is about to undertake a dredging project to restore authorized depths to the Ship Channel. The planning and permitting of this effort will include an assessment of the quality of the materials to be dredged and a search for suitable locations for disposal.

We understand that the erosion of the Cape beaches and the possible need for a second beach renourishment project has come to the attention of the Gulf County Commission and the Tourism Development Council. Further, Cape beach renourishment was the subject of a recent Nature Conservancy presentation and of an application for a Natural Resource Damage Assessment (NRDA).

In light of these needs, the Port Authority would like to propose that we explore the opportunity of placing dredged sand from the channel onto the eroded beaches. While questions regarding sand quality, volume, and distance must be answered, it makes sense that, as good stewards of limited public funds, our respective organizations cooperate for the benefit of our community.

If you are open to this dialogue, I would be pleased to attend a TDC and invite you to attend a Port Authority meeting to discuss how we might cooperate to accomplish our mutual goals. Please let me know your thoughts on this suggestion.

Sincerely

Tommy Pitts
 Port Director

Cc: Port Commissioners
 Tynalin Smiley, Chairman, County Commission
 Don Butler, County Administrator

FILED FOR RECORD
 REBECCA L. NORRIS
 CLERK OF CIRCUIT COURT
 GULF COUNTY, FLORIDA

2013 JUL 17 PM 12: 58

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