



COUNTY COMMISSIONERS

District 1 - Tommy Hamm
District 2 - Robert Carroll
District 3 - William T. Dozier, Chairman
District 4 - Guy M. Tunnell
District 5 - Philip Griff Griffiths, Vice
Chairman

April 4, 2017

REGULAR MEETING

9:00 AM - BAY COUNTY GOVERNMENT CENTER

840 WEST 11TH STREET

PANAMA CITY, FLORIDA

A. CALL TO ORDER

B. ROLL CALL

C. INVOCATION

D. PLEDGE OF ALLEGIANCE

E. ADDITION OF EMERGENCY ITEMS/DELETIONS

F. PRESENTATIONS

- National Public Safety Telecommunicators Week Proclamation
- Annual State of the Airport Presentation

G. PUBLIC PARTICIPATION

H. CONSENT AGENDA

Clerks Report

1. **Inventory Deletions, Revenues and Expenditures and investment Reports**

Recommendation: Board to acknowledge receipt of reports.

General Services

2. **Resolution Increasing Tipping Fee Waiver for Thrift Shops**

Recommendation: Board approve and authorize Chairman to sign the attached resolution to increase the tipping fee waiver for non-profit thrift shops and authorize the County Manager and/or his designee to approve additional

tonnage, if deemed appropriate.

Outside Agencies

3. **CareerSource Gulf Coast Memorandum of Understandings and Local Area Designation**

Recommendation: 1)Board to approve and authorize the Chairman to sign the memorandum of understandings (MOU's) between CareerSource Gulf Coast and Haney Technical Center, Gulf Coast State College, Vocational Rehabilitation and the National Caucus on Black Aged, Senior Community Service Employment Program (NCBA). 2)Board to approve and authorize the Chairman to sign the subsequent local area designation for the local workforce development boards under the Workforce Innovation and Opportunity Act(WIOA)

Public Works

4. **S. Lakeview Drive Drainage Easement**

Recommendation: Board: 1) Approve the proposed drainage easement on S. Lakeview Drive; and, 2) Authorize the Chairman to execute the legal documents; and, 3) Authorize the Clerk of Court to record the drainage easement. **(District V)**

Restore Act

5. **Triumph Gulf Coast Letter of Support**

Recommendation: Request that the Board ratify the Chairman's letter in support of Triumph Gulf Coast legislation and recommended provisions.

Tourist Development

6. **2017 Sea Turtle Monitoring Contract**

Recommendation: Recommend the Board of County Commissioners approve and execute the contract with RMA for 2017 sea turtle monitoring on Panama City Beach. The base sea turtle monitoring contract will be paid from Fund 127, and the hourly nighttime wildlife monitors will be paid from Fund 125.

Utility Services

7. **Alternate Water Supply Test Well Abandonment Site Access Agreements**

Recommendation: Board: 1) Approve the Site Access Agreement between Bay County and Deseret Ranches of North Florida, LLC; 2) Approve the Site Access Agreement

between Bay County and The St. Joe Company; and
3) Authorize the Chairman to execute the Site Access
Agreements.

I. REGULAR AGENDA

County Attorney

8. Goodwill Industries - Big Bend Inc. Industrial Development Revenue Bonds

Recommendation: Board approve the resolution authorizing (1) the issuance of the Bay County, Florida Industrial Development Revenue Refunding Bonds (Goodwill Industries – Big Bend, Inc.), Series 2017, and (2) the Chairman to sign any and all documents related to completing and closing the bond issue.

J. PUBLIC HEARING

Community Development

9. PZ 16-171 Planned Unit Development Public Hearing

Recommendation: Board to conduct a public hearing on a proposal for a Planned Unit Development, and decide whether to approve, approve with changes, or not approve the Planned Unit Development, Application No. PZ 16-171, located at 4600 Magnolia Beach Road, in the unincorporated beaches area. **(District V).**

10. PZ 17-008 Amendments to LDRs regarding Medical Cannabis Activities - Second Reading

Recommendation: Board to conduct a second legislative public hearing to consider a proposal to amend Chapters 6 and 13 of the Bay County Land Development Regulations to provide rules and regulations regarding Medical Cannabis Activities.

K. PUBLIC PARTICIPATION

L. COUNTY ATTORNEY'S REPORT

M. COUNTY MANAGER'S REPORT

N. CHAIRMANS AND COMMISSIONERS COMMENTS

O. ADJOURN

BAY COUNTY BOARD OF COUNTY COMMISSIONERS

840 West 11th Street
Panama City, Florida 32401

Telephone: (850) 248-8140 Fax: (850) 248-8153

E-Mail Address: bocc@baycountyfl.gov

Commission Meeting Schedules and Agenda Items Available on our Home Page:
www.baycountyfl.gov

Contact County Commissioners:

Commissioner Tommy Hamm, District 1

E-Mail Address: thamm@baycountyfl.gov

Commissioner Robert Carroll, District 2

E-Mail Address: rcarroll@baycountyfl.gov

Commissioner William T. Dozier, District 3

E-Mail Address: wdozier@baycountyfl.gov

Commissioner Guy M. Tunnell, District 4

E-Mail Address: gtunnell@baycountyfl.gov

Commissioner Philip Griff Griffiths, District 5

E-Mail Address: pgriffitts@baycountyfl.gov

"Bay County adheres to the Americans with Disabilities Act and will make reasonable modifications for access to this meeting upon request. Please call the County Administration Office at (850) 248-8140 to make a request. For Hearing Impaired, Dial 1-800-955-8771 (TDD), and 1-800-955-8770 (Voice). Requests must be received at least 48 hours in advance of the meeting in order for Bay County to provide the requested service."



Bay County Board of County Commissioners Agenda Item Summary

Inventory Deletions, Revenues and Expenditures and investment Reports

DEPARTMENT MAKING REQUEST/NAME:

Clerk of Court and Comptroller Bill Kinsaul, Clerk of Court and Comptroller

MEETING

DATE: 4/4/2017

REQUESTED MOTION/ACTION:

Board to acknowledge receipt of reports.

AGENDA

Clerks Report - Consent

BUDGETED ITEM?

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

BACKGROUND:

Board to acknowledge receipt of the following reports.

- Inventory Deletions
- Investment Report
- Revenues and Expenditures

ATTACHMENTS:**Description**

Inventory Deletions

Investment Report

Revenues and Expenditures Summary March 2017

Type

Exhibit

Exhibit

Exhibit

MAR 23 2017

TO: Board of County Commissioners
FROM: Bill Kinsaul, Clerk of Court & Comptroller
DATE: March 22, 2017
RE: Inventory Deletions



The Property Inventory Clerk has been requested to delete the following items from the County's inventory records:

Inventory Item

Explanation

Water Plant

Truck P334
Property No. 15316-0

Item is obsolete and/or
non-functional.

Clerk of Court

Switch
Property No. 19729-0

Item is obsolete and/or
non-functional.

Road Dept.

Motor Grader G703
Property No. 56194

Item is obsolete and/or
non-functional.

Gradall E867
Property No. 14326-0

Item is obsolete and/or
non-functional.

The requested action is for the Board to authorize removal of these items from the County's inventory.

BK/dlfowler



**BAY COUNTY BOCC
ACQUISITION, DISPOSITION AND TRANSFER FORM**

TO: Board of County Commissioners

FROM: Utilities Water Plant
(Department)

Date: 10/11/2016

The following changes have occurred in the property in my custody. Please change your Property Record accordingly.

IDENTIFICATION DATA

NAME OF ITEM <i>Ford Ranger</i> <i>P334</i>	ASSET ID NUMBER (Assigned By Finance) <i>15316</i>	MAKE/MODEL/YEAR Ford Ranger 2002
TAG NUMBER 204560	COUNTY ID NUMBER (Assigned by Purchasing) <i>15316</i> <i>P334</i>	MFG ID NUMBER / VIN 1FTYRI0U32PA96749
Other Description:		GVW:

Acquisition, Disposition and Transfer Data

ACQUISITION:	<input type="checkbox"/> Not Applicable
P.O. # _____	Improvement _____
Date Acquired: _____	
Vendor Name: _____	
Check No.: _____	
Purchase Price:	\$ _____
Freight:	\$ _____
Installation:	\$ _____
Improvements:	\$ _____
Total Cost	\$ _____
Effective Date: _____	

DISPOSITION <input checked="" type="checkbox"/>	<input type="checkbox"/> Not Applicable
TRANSFER <input type="checkbox"/>	
To: _____	
Transferred _____	Sold _____ Scrapped <i>X</i>
Traded _____	Trade-in Realized \$ _____
Value on Records:	\$ _____
Reason for Disposal: <u>Transmission slipping -</u>	
Cost to repair is more than vehicle is worth.	
Amount Realized (if sold)	\$ _____
Effective Date:	_____

Remarks: _____

Signed _____
Title _____

Signed *[Signature]*
Title *Water Division Supervisor*

Insured Date: _____

By: _____

Risk Management



LOC#0010

**BAY COUNTY BOCC
ACQUISITION/DISPOSITION
FORM**TO: Board of County CommissionersFROM: Clerk of Court & Comptroller
(Department)Date: 03/01/17

Gentlemen:

The following changes have occurred in the property in my custody. Please change your Property Record accordingly.

IDENTIFICATION DATA

NAME OF ITEM SWITCH	ASSET ID NUMBER 19729-0	MAKE CISCO
MODEL C3560G	COUNTY ID	MFG ID NUMBER/VIN FDO1722Y0M9
OTHER DESCRIPTION:		

Acquisition or Disposition Data

ACQUIRED:	
P.O. #	Improvement
Date Acquired:	
Vendor Name:	
Check No.:	
Purchase Price:	\$
Freight:	\$
Installation:	\$
Improvements:	\$
Total Cost	\$

DISPOSED OF:	
To:	
Transferred	Sold
Traded	Trade-in
Value on Records:	\$.00
Reason for Disposal:	Switch went bad
Amount Realized (if sold)	\$
Date:	03/01/17

Remarks: _____

Signed _____
Title _____Signed Mike Sharp - ISM
Title _____
Insured Date _____

**BAY COUNTY BOCC
ACQUISITION, DISPOSITION AND TRANSFER FORM**

ORIGINAL

TO: Board of County Commissioners

FROM: Roads & Bridges
(Department)

Date: 3/1/17

The following changes have occurred in the property in my custody. Please change your
Property Record accordingly.

RECEIVED

MAR 15 2017

BAY COUNTY
RISK MANAGEMENT

IDENTIFICATION DATA

NAME OF ITEM Cat 12M2 Motor Grader	ASSET ID NUMBER (Assigned By Finance) 56194	MAKE/MODEL/YEAR 2013 CAT 12M2 Tier Motor Grader
TAG NUMBER	COUNTY ID NUMBER (Assigned by Purchasing) G-703	MFG ID NUMBER / VIN R9S00212
Other Description: GVW:		

Acquisition, Disposition and Transfer Data

ACQUISITION:	<input type="checkbox"/> Not Applicable
P.O. # _____	Improvement _____
Date Acquired: _____	
Vendor Name: _____	
Check No.: _____	
Purchase Price: \$ _____	
Freight: \$ _____	
Installation: \$ _____	
Improvements: \$ _____	
Total Cost \$ _____	

DISPOSITION <input checked="" type="checkbox"/>	<input type="checkbox"/> Not Applicable
TRANSFER <input type="checkbox"/>	
To: <u>Thompson Cat</u>	
Transferred _____	Sold _____ Scrapped _____
Traded <u>X</u>	Trade-in Realized \$109,500.00
Value on Records: \$ _____	
Reason for Disposal: <u>Age/hrs</u>	
G-703 – trade in on new G-961 –Cat Motor Grader	
Orig Purch \$219,750.00 / PO 20130442	
Amount Realized (if sold) \$ _____	
Date: <u>3/1/17</u>	

Remarks: G-703 – trade in value \$109,500.00 - for G-961

Signed *David D. J.P.* 3/13/2017
Title Roads & Bridges Dept Mgr 3/13/17

Signed _____
Title _____

UN Insured Date: 3/16/17

By: *Cheryl Faulk*
Risk Manageme

BAY COUNTY BOCC
ACQUISITION, DISPOSITION AND TRANSFER FORM



TO: Board of County Commissioners

FROM: Roads & Bridges
(Department)

Date: 3/6/17

The following changes have occurred in the property in my custody. Please change your Property Record accordingly.

IDENTIFICATION DATA

NAME OF ITEM Gradall XL3100	ASSET ID NUMBER (Assigned By Finance) Asset # 54530 14326-0	MAKE/MODEL/YEAR 2001 Gradall XL3100
TAG NUMBER 240333	COUNTY ID NUMBER (Assigned by Purchasing) E-867	MFG ID NUMBER / VIN 315310
Other Description: GVW:		

Acquisition, Disposition and Transfer Data

ACQUISITION: <input type="checkbox"/> Not Applicable	
P.O. #	<u>Improvement</u>
Date Acquired:	
Vendor Name:	
Check No.:	
Purchase Price:	\$
Freight:	\$
Installation:	\$
Improvements:	\$
Total Cost	\$

DISPOSITION <input checked="" type="checkbox"/> <input type="checkbox"/> Not Applicable	
TRANSFER <input type="checkbox"/>	
To: <u>Boneyard</u>	
Transferred	Sold <u> </u> Scrapped <u> </u>
Traded <u> </u>	Trade-in Realized \$ <u> </u>
Value on Records:	\$ <u> </u>
Reason for Disposal: <u> </u>	
Amount Realized (if sold)	\$ <u> </u>
Date: <u> </u>	

Remarks: – purchase \$183,536.70 – PO 20010406 - 2/24/2001 – (* Per Sheila will remain on insurance until sold*)

To be replaced 2017 – PO # 20170027 – 1/31/2017

Signed
Title Roads & Bridges Dept Mgr 3/6/2017

Signed _____
Title _____

Insured Date:

By: 3-6-17
Risk Management

RECEIVED
BAY COUNTY COMMISSION
COUNTY MANAGERS OFFICE

MAR 20 2017

March 17, 2017

Board of County Commissioners
Bay County Florida

Re: Investment Report – December 2016
Fiscal Year 2016-2017

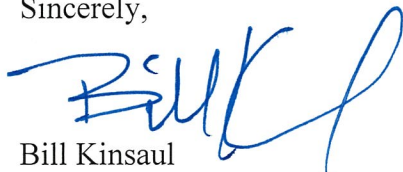
Commissioners:

As the elected Clerk and Ex-officio auditor for the Board of County Commissioners, it is my statutory duty to invest any surplus funds being retained by Bay County. The investments or securities that can be purchased with public funds must conform to the provisions of Florida Statutes, Chapter 218.415. In addition to the statutory guidance, I also utilize a written investment policy.

Safety of capital is regarded as the highest priority in the handling of all investments. All other investment objectives, including liquidity and yield, are secondary to the safety of capital. The investment portfolio is made up of high quality investments and structured in such a manner to provide sufficient liquidity to pay obligations as they become due. I believe that all investment objectives are currently being achieved, in that; we are receiving a good investment return while still maintaining liquidity and principal safety.

Attached you will find the December 31, 2016 Investment Report which summarizes our investment position. Please let me know if you have any questions regarding this report.

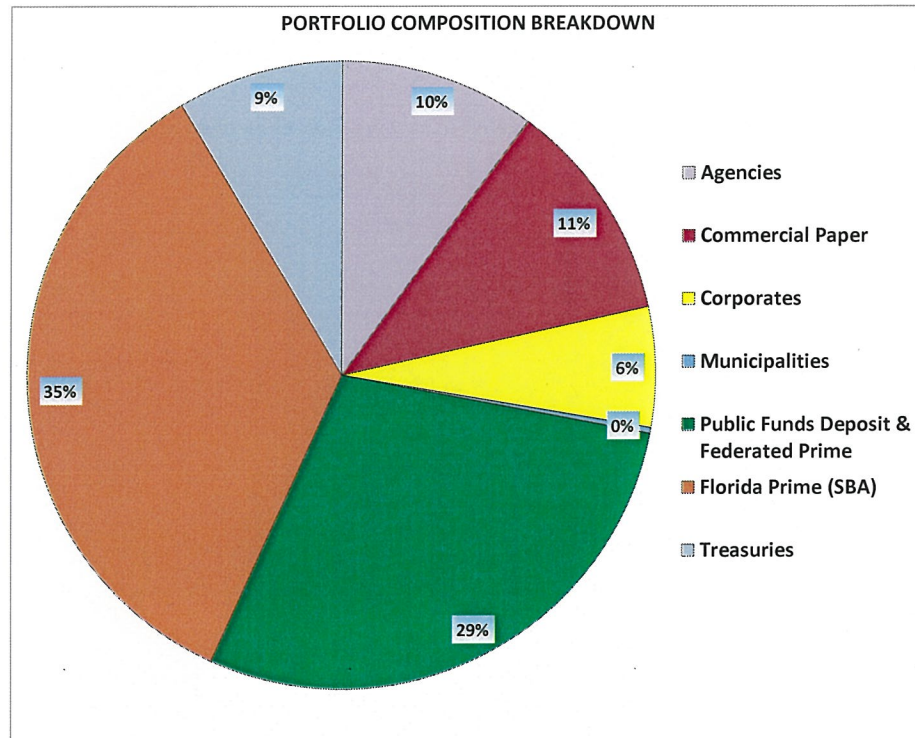
Sincerely,



Bill Kinsaul
Clerk of Court and Comptroller

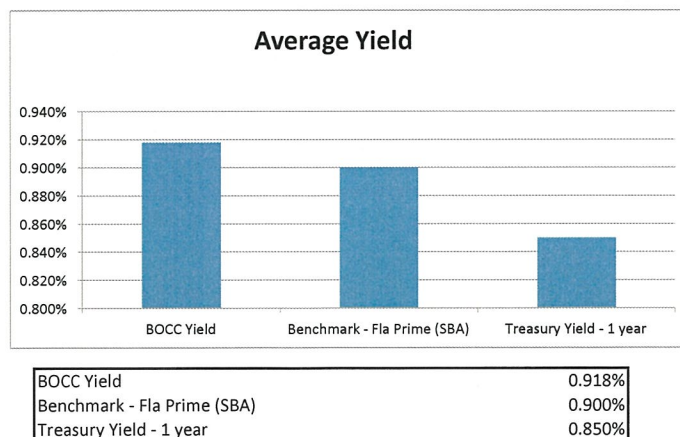
BAY COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO REPORT
FISCAL YEAR 2016/2017
FOR THE QUARTER ENDING DECEMBER 31, 2016

QUARTER TO DATE INCOME:	BUDGET	ACTUAL	VARIANCE
	\$ 150,483	\$ 70,906	\$ (79,577)
FISCAL YEAR BUDGET vs. INCOME TO DATE:	\$ 601,932	\$ 70,906	\$ (531,026)



PORTFOLIO BREAKDOWN	
Agencies	\$ 17,191,179
Commercial Paper	\$ 19,541,382
Corporates	\$ 10,542,815
Municipalities	\$ 503,750
Public Funds Deposit & Federated Prime	\$ 49,225,838
Florida Prime (SBA)	\$ 59,190,143
Treasuries	\$ 14,568,301
Total Portfolio	\$ 170,763,407
Portfolio Average Yield	0.918%

Total Portfolio includes \$18,661,232 in bond related funds.



MAR 20 2017

March 17, 2017

Board of County Commissioners
Bay County, Florida

Commissioners:

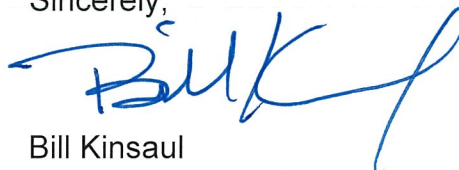
Attached you will find a summary of 2016/2017 Revenues and Expenditures through March 16, 2017. The attached Revenue and Expenditure format categorizes by fund, Department and Major Financial Statement Category. The information is summarized at the end of each fund and gives the net change to the fund's balance resulting from the current year's activity.

Please be advised that this report has inherent limitations such as:

- 1). Actual YTD revenues and expenditures are unaudited figures. Timing differences, such as unrecorded liabilities and revenues, may exist which could cause these numbers to be misleading.
- 2). Cash Carry forwards, budgeted non-revenue items, have not been posted. These items represent monies earned in prior fiscal years' that may be utilized to assist its fund with current deficient cash flows.

If I can be of further assistance to the Board, or should you wish to discuss this report further, please let me know.

Sincerely,



Bill Kinsaul
Clerk of Court & Comptroller

Bay County Board of County Commissioners
Revenue & Expenditure Summary FY 2017
As of March 16, 2017

Fund #	Fund	REVENUES			NON-REVENUES			EXPENDITURES			INCR (DECR)
		Budget	Actual	% Budget	Budget	Actual	% Budget	Budget	Actual	% Budget	
001	General Fund	98,319,877	68,477,056	70%	15,637,984	2,848	0%	113,957,861	51,216,660	45%	17,263,244
101	Transportation	30,415,174	4,712,563	15%	18,875,054	4,712,654	25%	49,290,228	17,391,302	35%	(7,966,086)
111	Road Impact-Beach/Airport	-	158	0%	190,521	-	0%	190,521	-	0%	158
112	Road Impact-East Bay County	-	258	0%	310,608	-	0%	310,608	-	0%	258
113	Road Impact-Panama City	-	22	0%	26,592	-	0%	26,592	-	0%	22
114	Road Impact-Southport/Sandhills	-	179	0%	215,234	-	0%	215,234	-	0%	179
118	Transit	4,970,434	1,237,878	25%	-	-	0%	4,970,434	1,195,030	24%	42,848
120	Library	1,034,688	411,514	40%	2,158,377	100,000	5%	3,193,065	1,338,088	42%	(826,574)
125	Tourist Development	10,050,000	1,704,322	17%	530,526	-	0%	10,580,526	6,335,270	60%	(4,630,947)
126	Mexico Beach - TDC	549,350	115,876	21%	26,523	-	0%	575,873	318,635	55%	(202,759)
127	Beach Nourishment - TDC	3,447,395	597,084	17%	29,352,351	-	0%	32,799,746	165,946	1%	431,138
128	TDC - 5th Cent	3,350,000	572,751	17%	-	-	0%	3,350,000	24,880	1%	547,871
129	Panama City - TDT	1,500,000	326,459	22%	-	-	0%	1,500,000	847,721	57%	(521,263)
130	Public Safety E911	815,215	135,775	17%	1,000,000	-	0%	1,815,215	248,053	14%	(112,278)
133	Intergov't Radio Communication	465,790	184,930	40%	484,299	21,075	4%	950,089	214,736	23%	(8,731)
140	District Mosquito Control	1,227,792	1,038,391	85%	120,450	-	0%	1,348,242	673,423	50%	364,968
145	MSTU-Fire Protection	7,684,788	6,653,644	87%	1,000,000	-	0%	8,684,788	3,822,554	44%	2,831,090
167	MSBU Fund	44,840	12,657	28%	25,000	-	0%	69,840	31,541	45%	(18,884)
401	Water Sys Revenue Fund	16,780,409	6,484,583	39%	21,014,015	-	0%	37,794,424	5,804,908	15%	679,675
420	Retail Water & Wastewater	12,282,035	4,612,386	38%	2,197,542	-	0%	14,479,577	3,772,848	26%	839,537
430	Solid Waste Fund	12,120,317	4,185,511	35%	3,089,430	-	0%	15,209,747	6,087,508	40%	(1,901,997)
440	Builders' Services	981,400	421,003	43%	3,800,000	-	0%	4,781,400	682,445	14%	(261,442)
450	Emerg Medical Svcs	6,828,477	5,038,798	74%	814,462	-	0%	7,642,939	3,366,482	44%	1,672,316
501	Internal Service Fund	4,404,028	1,349,932	31%	170,787	-	0%	4,574,815	1,835,178	40%	(485,246)
505	Workers' Compensation	1,204,381	308,547	26%	30,529	-	0%	1,234,910	275,166	22%	33,381
506	Insurance Fund	3,092,491	777,022	25%	47,890	-	0%	3,140,381	484,669	15%	292,353
510	Utilities	1,518,531	402,668	27%	-	-	0%	1,518,531	570,742	38%	(168,074)
	Revenue Sub Total	223,087,412	109,761,969	49%	101,118,174	4,836,577	5%				

Combined Revenue & Expenditures	324,205,586	114,598,546	35%	324,205,586	106,703,787	33%	7,894,759
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Notes:
Fund 450 does not include allowance for doubtful accounts.



Bay County Board of County Commissioners Agenda Item Summary

Resolution Increasing Tipping Fee Waiver for Thrift Shops

DEPARTMENT MAKING REQUEST/NAME:

General Services, Don Murray, Director

MEETING DATE: 4/4/2017

REQUESTED MOTION/ACTION:

Board approve and authorize Chairman to sign the attached resolution to increase the tipping fee waiver for non-profit thrift shops and authorize the County Manager and/or his designee to approve additional tonnage, if deemed appropriate.

AGENDA

General Services - Consent

BUDGETED ITEM? N/A**BUDGET ACTION:**

None needed.

FINANCIAL IMPACT SUMMARY STATEMENT:

The impact of the lost revenue will not be significant for the Solid Waste fund.

BACKGROUND:

In 1991, the Board of County Commissioners adopted Resolution 1650, which established a policy that waives the tipping fees for the first twelve (12) tons of refuse per fiscal year delivered by any non-profit organization operating a thrift shop that accept donations of materials from the public.

Bay County continues to support waiving tipping fees for non-profit organizations that accept donations and desires to increase the waiver of tipping fees to the first twenty (20) tons of refuse per fiscal year.

Staff recommends Board approve and authorize Chairman to sign the attached resolution (**Exhibit 1**) to increase the tipping fee waiver for non-profit thrift shops and authorize the County Manager and/or his designee to approve additional tonnage, if deemed appropriate.

ATTACHMENTS:**Description**

Resolution Increasing Tipping Fee Waiver for Thrift Shop Exhibit 1

Type

Exhibit

RESOLUTION NO. _____

**A RESOLUTION OF THE BOARD OF COUNTY
COMMISSIONERS OF BAY COUNTY FLORIDA
INCREASING THE TIPPING FEE WAIVER
FOR THRIFT SHOPS**

RECITALS

WHEREAS, Bay County Code Section 22-150 provides that the Board of County Commissioners shall adopt Solid Waste tipping fees by resolution; and

WHEREAS, the Board of County Commissioners annually sets its tipping fees by resolution when it adopts its fiscal year fees and fines schedule; and

WHEREAS, in 1991, the Board of County Commissioners adopted Resolution 1650, which established a policy that waives the tipping fees for the first twelve (12) tons of refuse per fiscal year delivered by any non-profit organization operating a thrift shop that accept donations of materials from the public; and

WHEREAS, the Board of County Commissioners continues to support waiving tipping fees for non-profit organizations that accept donations and receive materials “dumped” in their collection boxes and desires to increase the waiver of tipping fees to the first twenty (20) tons of refuse per fiscal year.

Now, Therefore, Be It Resolved that the Board of County Commissioners of Bay County, Florida hereby rescinds Resolution 1650 and replaces it with the following policy with regard to its Solid Waste tipping fees:

Limited Exemption for Thrift Shops. Any non-profit organization operating a thrift shop may seek from the County Manager and/or his/her designated representative a waiver of tipping fees for the first twenty (20) tons of refuse per fiscal year delivered to either the Steelfield Landfill or the Bay County Waste-to-Energy facility. The waiver may be applied only to unusable materials “dumped” on the organization, not to regular trash generated by the organization in the normal course of business. Any non-profit organization operating a thrift shop and seeking a waiver must open a “no-charge” account with the County Solid Waste Division. The Division will maintain a record of the tonnage disposed of by each organization with a “no-charge” account. Additionally, if requested, the County Manager and/or his/her designee can authorize additional tonnage on a case-by-case basis if deemed appropriate.

Done and adopted by the Board of County Commissioners of Bay County, Florida this
_____ day of _____ 2017.

William T. Dozier, Chairman

ATTEST:

Bill Kinsaul, Clerk

APPROVED AS TO FORM:

Office of the County Attorney



Bay County Board of County Commissioners Agenda Item Summary

CareerSource Gulf Coast Memorandum of Understandings and Local Area Designation

DEPARTMENT MAKING REQUEST/NAME:

CareerSource Gulf Coast Kimberly Bodine, Executive Director

MEETING DATE: 4/4/2017

REQUESTED MOTION/ACTION:

1) Board to approve and authorize the Chairman to sign the memorandum of understandings (MOU's) between CareerSource Gulf Coast and Haney Technical Center, Gulf Coast State College, Vocational Rehabilitation and the National Caucus on Black Aged, Senior Community Service Employment Program (NCBA). 2) Board to approve and authorize the Chairman to sign the subsequent local area designation for the local workforce development boards under the Workforce Innovation and Opportunity Act (WIOA)

AGENDA

Outside Agencies - Consent

BUDGETED ITEM? N/A

BUDGET ACTION:

NONE NEEDED

FINANCIAL IMPACT SUMMARY STATEMENT:

N/A

BACKGROUND:

The Florida Department of Economic Opportunity (DEO) and federal Workforce Innovation and Opportunity Act require local workforce development areas to partner/work with specific entities within the community and to outline their commitments through the execution of a memorandum of understanding (MOU) between partners (**Exhibit 1**). It is also required that each MOU is approved by the chief elected officials in each county where CSGC serves.

Local workforce development areas that receive an initial designation by the Governor may be granted a subsequent designation if, for the two most recent program years, the local area performed successfully and sustained fiscal integrity, and in the case of a local area in a planning region, met the regional planning requirements as described in WIOA Sec. 106(c) (1). The chief elected officials must submit a request for subsequent designation (**Exhibit 2**) to CareerSource Florida and DEO every two years beginning July 1, 2017. The application to request subsequent designation is due by April 15 of the renewal year.

ATTACHMENTS:

Description

CareerSource Gulf Coast Memorandum of Understanding Exhibit 1

CareerSource Gulf Coast Local Workforce Development Area
Designation Exhibit 2

Type

Exhibit

Exhibit

MEMORANDUM OF UNDERSTANDING BETWEEN
CAREERSOURCE GULF COAST
AND
HANEY TECHNICAL CENTER

I. Parties:

This Memorandum of Understanding (MOU) is entered into pursuant to 20 USC 2301 et seq. and PL 113-128 (the Workforce Innovation and Opportunity Act - WIOA) Sections I and II, between CareerSource Gulf Coast hereinafter referred to as "the Workforce Board" and Haney Technical Center hereinafter referred to as "HTC."

II. Background:

Pursuant to the Carl D. Perkins Act of 2006 secondary and post-secondary institutions receive a portion of federal monies set aside to develop more fully the academic, career, and technical skills of secondary and postsecondary students who elect to enroll in Career-Technical Education. WIOA Sec.121 (b) (B) (vi), requires Career and Technical Education programs at the secondary and post-secondary level to be Job Center Partners. The Workforce Investment Act also requires that Adult education and literacy services authorized under Title II of WIOA to be a Job Center Partner.

III. Purpose:

The purpose of this MOU is to further codify the existing relationship for service provision between CareerSource Gulf Coast and Haney Technical Center.

IV. Responsibilities:

A. The Workforce Board:

1. Will maintain cooperative working relationships, to facilitate joint planning, staff development and training, evaluation of services, and more efficient management of limited financial and human resources.
2. Will provide brochures, pamphlets, guides, schedules of presentations, and information regarding services to HTC.
3. Will provide a single Point of Contact (POC) to assist HTC with questions and issues that arise in the day-to-day operations. Answers will be provided within 24 hours.
4. Will provide space at the Job Center to HTC on an as needed basis. Scheduling must be approved in advance with the One-Stop Operator.
5. Will provide referrals to HTC and training support (funds permitting) for eligible students pursuing certifications in demand occupations.
6. Will share information that will benefit the participants in finding a job, accessing training support if qualified, and gaining certifications or degrees to improve their employment opportunities.
7. May provide access to staff-level permissions in the Employ Florida system in order to serve client job seekers. Upon request, the Board will provide a user id and training to allow Haney staff to provide services that require lesser security measures. Haney staff who are granted access to Employ Florida must undergo a Level One background check, complete the appropriate security forms and attend security training as required.

B. Haney Technical Center :

1. Will provide information on class offerings and locations and update as needed.
2. Will engage in board activities through representation on the CSGC Board of Directors.
3. Will work with CSGC staff to develop and identify training related to demand occupations.
4. Will coordinate services for clients in need of Adult education and literacy services with Job Center staff
5. Will provide space to workforce staff who are serving HTC staff and notify the Board in advance of any plans to change that space
6. Will provide space for training and events as appropriate.
7. Will allow HTC staff engaged in the GED program to work with the CSGC-funded out of school youth program to provide information on student progress. This staff will also refer youth as requested.

V. **Cost Sharing/Resource Sharing:**

Costs of the infrastructure of Job Center centers will be funded in accordance with the requirements of the Workforce Innovation and Opportunity Act; federal cost principles; and all other applicable legal requirements. In place of cost-sharing at the Job Center, HTC will provide space on its campus to Job Center staff providing on-site services.

VI. **Method of Referral:**

Services will be delivered by referral process among all partners participating in the One-Stop System. As appropriate, HTC will refer students to the Job Center for work registration and program applications and Job Center staff will refer potential students to HTC.

VII. **Effective Period**

This MOU becomes effective when executed by the last party below, and will remain in force indefinitely or until one party requests a modification.

VIII. **Modification**

The Workforce Board or HTC may propose to modify this MOU at any time. Any such modification will not be effective until a written amendment to this MOU is executed by both parties.

IX. **Dispute Resolution**

Disputes shall be resolved by the Executive Director of CareerSource Gulf Coast and the Director of Haney Technical Center. In the event that the dispute cannot be resolved at that level the CSGC Board Chairman and the BDS School Superintendent will work to resolve the dispute.

X. Termination

This MOU may be terminated for convenience at any time by either party upon thirty (30) days written notice.

XI. MOU Management

Listed below are the individuals identified as the MOU Managers. These individuals are responsible for enforcing performance of the MOU terms and conditions and shall serve as liaison/contact regarding issues arising out of this MOU.

HANEY TECHNICAL CENTER

Name: Ann Leonard

Title: Director

Address: 3016 Highway 77, Panama City, FL 32405

Phone: (850) 481-1297

Fax: (850) 481-1678

Email: leonaaa1@bay.k12.fl.us

CAREERSOURCE GULF COAST

Name: Kimberly L. Bodine

Title: Executive Director

Address: 5230 W. US 98, Panama City, FL 32401

Phone: (850) 913-3285

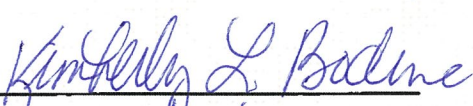
Fax: (850) 913-3269

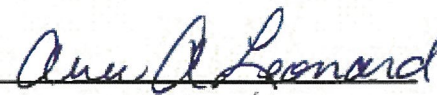
Email: kbodine@r4careersourcegco.com

IN WITNESS WHEREOF, the parties hereto cause this MOU to be executed by their undersigned officials as duly authorized.

CAREERSOURCE GULF COAST

HANEY TECHNICAL CENTER


Date: 3/16/17


Date: 3/16/17

Chief Elected Official

William Dozier, Chairman
Board of County Commissioners
Bay County

Date

MEMORANDUM OF UNDERSTANDING BETWEEN
CAREERSOURCE GULF COAST
AND
THE NATIONAL CAUCUS ON BLACK AGED, SENIOR COMMUNITY SERVICE
EMPLOYMENT PROGRAM

I. **Parties:**

This Memorandum of Understanding (MOU) is entered into pursuant to 20 USC 2301 et seq. and PL 113-128 (the Workforce Innovation and Opportunity Act - WIOA) Section I between CareerSource Gulf Coast hereinafter referred to as "the Workforce Board" and The National Caucus on Black Aged, operator of the Senior Community Service Employment Program as authorized under Title V of the Older Americans Act of 1965, hereinafter referred to as "NCBA".

II. **Background:**

Pursuant to the above-referenced cites, the SCSEP is a required partner of the One Stop system. The vision for the One-Stop Delivery System is to align a wide range of publicly and privately funded education, employment, and job training programs while also providing high-quality customer service to job seekers, workers, and businesses. One-stop centers (currently branded as American Job Centers) continue to be a valued community resource, known both locally and nationally as an important source of assistance for those looking for work or workers, and those looking for opportunities to grow their careers. Individuals who can benefit from vocational rehabilitation services can be expeditiously identified and served using a shared placement concept through the One-Stop Delivery System.

III. **Purpose:**

The purpose of this MOU is to further codify the existing relationship for service provision between CareerSource Gulf Coast and NCBA, provider of SCSEP services in LWDA 04.

IV. **Responsibilities:**

A. The Workforce Board:

1. Will maintain cooperative working relationships, to facilitate joint planning, staff development and training, evaluation of services, and more efficient management of limited financial and human resources.
2. Will provide access to brochures, pamphlets, guides, schedules of presentations, and information regarding services to NCBA.
3. Will provide a single Point of Contact (POC) to assist NCBA with questions and issues that arise in the day-to-day operations. Answers will be provided within 24 hours.
4. Will provide space at the Job Center to NCBA on an as needed basis. Scheduling must be approved in advance with the One-Stop Operator.
5. Will share information that will benefit the participants in finding a job, accessing training support if qualified, and gaining certifications or degrees to improve their employment opportunities.
6. May provide access to staff-level permissions in Employ Florida system in order to serve client job

seekers. Upon request, the Board will provide a user id and training for NCBA staff to provide services that require lesser security measures. NCBA staff who are granted access to Employ Florida must undergo a Level One background check, complete the appropriate security forms and attend security training as required.

B. The NCBA :

1. Will use Job Center Services to place SCSEP clients.
2. Will provide office support via Senior Workers assigned to the CSGC Training Center in Panama City.
3. Will accept referrals from system partners of eligible clients.
4. Will participate in center-wide activities as needed.

V. Cost Sharing/Resource Sharing:

Costs of the infrastructure of Job Center centers will be funded in accordance with the requirements of the Workforce Innovation and Opportunity Act; federal cost principles; and all other applicable legal requirements. In place of cost-sharing at the Job Center, NCBA will provide office support workers to the CSGC Training Center in Panama City.

VI. Method of Referral:

Services will be delivered by referral process among all partners participating in the One-Stop System.

VII. Effective Period

This MOU becomes effective when executed by the last party below, and will remain in force until June 30, 2020. This MOU shall be reviewed by the partners not less than once every 3-year period to ensure appropriate delivery of services and may be renewed by mutual agreement of the parties for an additional five (5) year period.

VIII. Modification

The Workforce Board or NCBA may propose to modify this MOU at any time. Any such modification will not be effective until a written amendment to this MOU is executed by both parties.

IX. Dispute Resolution

Disputes shall be resolved by the executive director of CSGC and the local NCBA office manager. In the event that the dispute cannot be resolved at that level the CSGC Board Chairman and the NCBA Project Coordinator will work to resolve the dispute.

X. Termination

This MOU may be terminated for convenience at any time by either party upon thirty (30) days written notice.

XI. MOU Management

Listed below are the individuals identified as the MOU Managers. These individuals are responsible for enforcing performance of the MOU terms and conditions and shall serve as liaison/contact regarding issues arising out of this MOU.

NATIONAL CAUCUS ON BLACK AGED (NCBA)

Name: John Eckert
Title: State Program Coordinator
Address: 6056 Doctor's Park Road, Milton, FL 32570
Phone: (850) 623-3041
Fax: ()
Email: jeckert@myncba.com

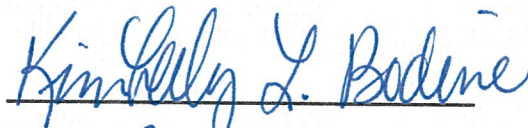
CAREERSOURCE GULF COAST

Name: Kimberly L. Bodine
Title: Executive Director
Address: 5230 W. US 98, Panama City, FL 32401
Phone: (850) 913-3285
Fax: (850) 913-3269
Email: kbodine@r4careersourcegc.com

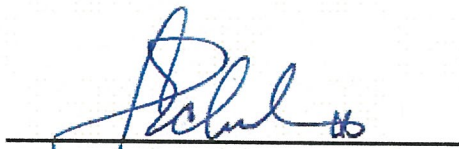
IN WITNESS WHEREOF, the parties hereto cause this MOU to be executed by their undersigned officials as duly authorized.

CAREERSOURCE GULF COAST

NCBA



Date: 2-13-17



Date: 02-13-2017

Chief Elected Official

William Dozier, Chairman
Board of County Commissioners
Bay County

Date

MEMORANDUM OF UNDERSTANDING BETWEEN
CAREERSOURCE GULF COAST
AND
GULF COAST STATE COLLEGE

I. Parties:

This Memorandum of Understanding (MOU) is entered into pursuant to 20 USC 2301 et seq. and PL 113-128 (the Workforce Innovation and Opportunity Act - WIOA) between CareerSource Gulf Coast hereinafter referred to as "the Workforce Board" and Gulf Coast State College hereinafter referred to as "the College"

II. Background:

Pursuant to the Carl D. Perkins Act of 2006 state colleges receive a portion of federal monies set aside to develop more fully the academic, career, and technical skills of postsecondary students who elect to enroll in Career-Technical Education. WIOA Sec.121 (b)(B)(vi), requires Career and Technical Education programs at the post-secondary level to be One Stop Partners.

The vision for the One-Stop Delivery System is to align a wide range of publicly and privately funded education, employment, and job training programs while also providing high-quality customer service to job seekers, workers, and businesses. One-stop centers (currently branded as American Job Centers) continue to be a valued community resource, known both locally and nationally as an important source of assistance for those looking for work or workers, and those looking for opportunities to grow their careers. College graduates could benefit greatly from the services offered through local job centers.

III. Purpose:

The purpose of this MOU is to further codify the existing relationship for service provision between CareerSource Gulf Coast and Gulf Coast State College.

IV. Responsibilities:

A. The Workforce Board will:

1. Maintain cooperative working relationships, to facilitate joint planning, staff development and training, evaluation of services, and more efficient management of limited financial and human resources.
2. Provide brochures, pamphlets, guides, schedules of presentations, and information regarding services to the College.

3. Provide a single Point of Contact (POC) to assist the College with questions and issues that arise in the day-to-day operations. Answers will be provided within 24 hours.
4. Provide space at the Job Center to the College on an as needed basis. Scheduling must be approved in advance with the Job Center Operator.
5. Provide referrals to the College and training support (funds permitting) for eligible students pursuing certifications in demand occupations.
6. Share information that will benefit the participants in finding a job, accessing training support if qualified, and gaining certifications or degrees to improve their employment opportunities.
7. As appropriate, provide access to staff-level permissions in the Employ Florida system in order to serve client job seekers. Upon request, the Board will provide a user id and training to allow college staff to provide services that require lesser security measures. GCSC staff who are granted access to Employ Florida must undergo a Level One background check, complete the appropriate security forms and attend security training as required.

B. Gulf Coast State College will:

1. Provide information on class offerings and locations and update as needed.
2. Engage in board activities through representation on the CSGC Board of Directors.
3. Work with CSGC staff to develop and identify training related to demand occupations.
4. Provide space for training and events as appropriate.

V. Cost Sharing/Resource Sharing:

Costs of the infrastructure of one stop centers will be funded in accordance with the requirements of the Workforce Innovation and Opportunity Act; federal cost principles; and all other applicable legal requirements. In place of cost-sharing at the One Stop, Gulf Coast State College will provide office space and facilities support to CSGC Board staff at their Administrative offices.

VI. Method of Referral:

Services will be delivered by referral process among all partners participating in the One-Stop System. As appropriate, The College will refer students to the Job Center for work registration.

VII. Effective Period

This MOU becomes effective when executed by the last party below, and will remain in force until June 30, 2020. This MOU shall be reviewed by the partners not less than once every 3-year period to ensure appropriate delivery of services and may be renewed by mutual agreement of the parties for an additional five (5) year period.

VIII. Modification

The Workforce Board or the College may propose to modify this MOU at any time. Any such modification will not be effective until a written amendment to this MOU is executed by both parties.

IX. Dispute Resolution

Disputes shall be resolved by the Executive Director of CSGC and the President of GCSC. In the event that the dispute cannot be resolved at that level the CSGC Board Chairman and the Chair of the GCSC Board of Trustees will work to resolve the dispute.

X. Termination

This MOU may be terminated for convenience at any time by either party upon thirty (30) days written notice.

XI. MOU Management

Listed below are the individuals identified as the MOU Managers. These individuals are responsible for enforcing performance of the MOU terms and conditions and shall serve as liaison/contact regarding issues arising out of this MOU.

GULF COAST STATE COLLEGE

Name: Dr. John Holdnak

Title: President

Address: 5230 West US 98, Panama City, FL 32401

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Email: jholdnak@gulfcoast.edu

CAREERSOURCE GULF COAST

Name: Kimberly L. Bodine

Title: Executive Director

Address: 5230 W. US 98, Panama City, FL 32401

Phone: (850) 913-3285

Fax: (850) 913-3269

Email: kbodine@r4careersourcecgcc.com

IN WITNESS WHEREOF, the parties hereto cause this MOU to be executed by their undersigned officials as duly authorized.

CAREERSOURCE GULF COAST

GULF COAST STATE COLLEGE

Kimberly L. Bodine

Date: 11/30/17

[Signature]

Date: 11/30/17

Chief Elected Official

William Dozier, Chairman
Board of County Commissioners
Bay County

Date

**MEMORANDUM OF UNDERSTANDING BETWEEN
GULF COAST WORKFORCE DEVELOPMENT BOARD, INC. d/b/a CAREERSOURCE GULF COAST
AND
FLORIDA DEPARTMENT OF EDUCATION DIVISION OF VOCATIONAL REHABILITATION**

I. Parties:

This Memorandum of Understanding (MOU) is entered into pursuant to 29 United States Code ("USC") §721(a) (11) (A) (the Rehabilitation Act of 1973), and PL 113-128, (the Workforce Innovation and Opportunity Act - WIOA) between Gulf Coast Workforce Development Board, Inc. d/b/a CareerSource Gulf Coast hereinafter referred to as "the Workforce Board" and the Florida Department of Education, Division of Vocational Rehabilitation, hereinafter referred to as "DOE/DVR."

II. Background:

Pursuant to §413.201 and §413.202, Florida Statutes, and 29 USC §721(a)(2), DOE/DVR is the designated State unit which is required by WIOA Sec.121 (a)(1)(B) (iv) to enter into cooperative agreements with other entities that are components of the statewide workforce innovation and opportunity system; and is required by WIOA Sec.107(b)(2)(D)(iii) to provide representation on the Workforce Board.

The vision for the One-Stop Delivery System is to align a wide range of publicly and privately funded education, employment, and job training programs while also providing high-quality customer service to job seekers, workers, and businesses. One-stop centers (currently branded as American Job Centers) continue to be a valued community resource, known both locally and nationally as an important source of assistance for those looking for work or workers, and those looking for opportunities to grow their careers. Individuals who can benefit from vocational rehabilitation services can be expeditiously identified and served using a shared placement concept through the One-Stop Delivery System.

III. Purpose:

Any person who has a physical or mental impairment and is of working age may apply for vocational rehabilitation services. The purpose of this MOU is to coordinate resources to prevent duplication and ensure the effective and efficient delivery of workforce services and vocational rehabilitation services in Bay, Franklin and Gulf Counties. In addition, this MOU will establish joint processes and procedures that will enable the parties to integrate the current service delivery system resulting in a seamless and comprehensive array of education, human services, job training, support services and other workforce development services to these counties.

IV. Responsibilities:

A. The Workforce Board:

1. Will provide brochures, pamphlets, guides, schedules of presentations, information, signage of affiliate status and training for DOE/DVR staff.

2. Will provide a single Point of Contact (POC) to assist DOE/DVR with questions and issues that arise in the day-to-day operations. Answers will be provided within 24 hours.
3. May provide space at the One-Stops to DOE/DVR on an as needed basis. Scheduling must be approved in advance with the One-Stop Operator.
4. Will provide and receive referrals to and from DOE/DVR in a timely manner.
5. Will share information that will benefit participants in finding a job, accessing training support if qualified, and gaining certifications or degrees to improve their employment opportunities.
6. May provide access to staff-level permissions in the Employ Florida (EF) system in order to serve client job seekers. Upon request, the Board will provide a user id and training to allow VR staff to provide services that require lesser security measures. VR staff who are granted access to EF must undergo a Level One background check, complete the appropriate security forms and attend security training as required

B. DOE/DVR:

1. Will participate in activities associated with assessing organizational performance and developing and carrying out improvement plans. It is expected that these activities will include full integration of workforce development services by and between DOE/DVR and the Workforce Board so that services will be delivered in a seamless manner.
2. Will be familiar with the array of services provided in the One-Stop service delivery system.
3. Will provide vocational rehabilitation services to eligible customers. Examples of DOE/DVR services include:
 - a. Medical and Psychological Assessment;
 - b. Vocational Evaluation and Planning;
 - c. Career Counseling and Guidance;
 - d. Training and Education After High School;
 - e. Job-Site Assessment and Accommodations;
 - f. Job Placement;
 - g. Job Coaching;
 - h. On-the-Job Training;
 - i. Supported Employment;
 - j. Assistive Technology and Devices; and
 - k. Time-Limited Medical and/or Psychological Treatment

C. The Workforce Board and DOE/DVR will:

Perform all such responsibilities as are required by the Workforce Innovation and Opportunity Act (29 USC Chapter 32) and subsequent federal regulations such as:

1. Provide job seekers with the skills and credentials necessary to secure and advance in employment with family-sustaining wages.
2. Provide access and opportunities to all job seekers, including individuals with barriers to employment, such as individuals with disabilities, to prepare for, obtain, retain, and advance in high-quality jobs and high-demand careers.

3. Enable businesses and employers to easily identify and hire skilled workers and access other supports, including education and training for their current workforce;
4. Participate in rigorous evaluations that support continuous improvement of one-stop centers by identifying which strategies work better for different populations.
5. Ensure that high-quality integrated data inform decisions made by policymakers, employers, and job seekers.

V. Cost Sharing/Resource Sharing:

Costs of the infrastructure of one stop centers will be funded in accordance with the requirements of the Workforce Innovation and Opportunity Act; federal cost principles; and all other applicable legal requirements. The Department of Education, Division of Vocational Rehabilitation will transfer its total statewide infrastructure cost contribution, minus funds already committed through MOUs containing lease agreements, to the Department of Economic Opportunity for disbursement to local area workforce boards, as it deems appropriate.

VI. Method of Referral:

Services will be delivered by referral process among all partners participating in the One-Stop System. As appropriate, DOE/DVR will refer all customers to the Workforce Board for work registration. Placements may be shared among agencies as each partner specializes in distinct services.

VII. Effective Period

This MOU becomes effective when executed by the last party below, and will remain in force until June 30, 2020. This MOU shall be reviewed by DOE/DVR not less than once every 3-year period to ensure appropriate delivery of services and may be renewed by mutual agreement of the parties for an additional five (5) year period.

VIII. Modification

The Workforce Board or DOE/DVR may propose to modify this MOU at any time. Any such modification will not be effective until a written amendment to this MOU is executed by both parties.

IX. Dispute Resolution

Disputes shall be resolved by the Executive Director of CareerSource Gulf Coast and the Supervisor of the Panama City office. In the event that the dispute cannot be resolved at that level the CSGC Board Chairman and the VR Area Director will work to resolve the dispute.

X. Termination

This MOU may be terminated for convenience at any time by either party upon thirty (30) days written notice.

XI. MOU Management

Listed below are the individuals identified as the MOU Managers. These individuals are responsible for enforcing performance of the MOU terms and conditions and shall serve as liaison/contact regarding issues arising out of this MOU.

CAREERSOURCE GULF COAST

Name: Kimberly L. Bodine

Title: Executive Director

Address: 5230 West US 98, Panama City, FL 32401

Phone: (850) 913-3285

Fax: (850) 913-3269

E-mail: kbodine@r4careersourcegc.com

IN WITNESS WHEREOF, the parties hereto cause this MOU to be executed by their undersigned officials as duly authorized.

CAREERSOURCE GULF COAST

Kimberly L. Bodine
Signature

Kimberly L. Bodine
Printed Name

2/28/17
Date

**Department of Education/
Vocational Rehabilitation
(Partner):**

Signature

Printed Name

Date

Chief Elected Official

William Dozier, Chairman
Board of County Commissioners
Bay County

Date



Administrative Policy

**Policy
Number
94**

Title:	Local Workforce Development Area Designation
Program:	Workforce Innovation and Opportunity Act
Adopted:	March 20, 2017
Effective:	March 20, 2017

I. PURPOSE AND SCOPE

The purpose of this policy is to outline the process for new and subsequent area designation for local workforce development boards (LWDBs) under the Workforce Innovation and Opportunity Act (WIOA).

II. BACKGROUND

Under the Workforce Innovation and Opportunity Act (Pub. L. 113-128), the Governor must designate local workforce development areas after consultation with the State Workforce Board (SWB), local chief elected officials (CEO) and LWDBs.

WIOA requires that the Governor approve a request for initial designation as a local workforce development area from any area that was designated as a local workforce development area for purposes of the Workforce Investment Act (WIA) of 1998 for the two-year period preceding the enactment of WIOA, provided the area performed successfully and sustained fiscal integrity.

III. AUTHORITY

Workforce Innovation and Opportunity Act (Pub. L. 113-128, Section 106, 107 and 116)

Training and Employment Guidance Letter (TEGL No. 19-14), *Vision for the Workforce System and Initial Implementation of the Workforce Innovation and Opportunity Act*, February 19, 2015

Training and Employment Guidance Letter (TEGL) No. 27-14, Workforce Innovation and Opportunity Act Transition Authority for Immediate Implementation of Governance Provisions, April 15, 2015

Training and Employment Guidance Letter (TEGL) No. 10-16, Performance Accountability Guidance for Workforce Innovation and Opportunity Act (WIOA) Title I, Title II, Title III and Title IV Core Programs, December 19, 2016

20 CFR 679.230-679.260; 20 CFR 683.630(a); 20 CFR 683.640; 20 CFR 677.205-677.210

IV. POLICIES AND PROCEDURES

The purpose of the local workforce development area is to serve as the jurisdiction for the administration of workforce development activities using Adult, Dislocated Worker and Youth funds allocated by the State and to coordinate efforts related to the other core programs at a community level. The Governor shall approve a request for designation of an area from a unit of general local government as a local workforce development area in accordance with the process and considerations outlined in WIOA Section 106b(1)(A) and (B).

Under the authority granted to states in WIOA Section 106(b)(2), each of Florida's existing local workforce investment areas that were operating in accordance with WIA were automatically granted an initial designation as a local workforce development area. This initial designation became effective July 1, 2015 and will expire on June 30, 2017.

1. New Area Designation

The Governor may approve a request at any time for designation as a local workforce development area from any unit of general local government, including a combination of such units, if the SWB recommends designation after determining that the area:

- a. Is consistent with local labor market areas;
- b. Has a common economic development area; and
- c. Has the Federal and non-Federal resources, including appropriate education and training institutions, to administer activities under WIOA subtitle B.

If local representatives have concluded that a new local workforce development area is needed, the CEOs shall make a request to the Department of Economic Opportunity (DEO) and CareerSource Florida. The new designation request requires the following steps:

- a. A completed request that addresses the required designation criteria as described in WIOA Section 106:
 - i. Consistency with local labor market areas.
 - ii. Has a common economic development area.

- iii. Has the federal and non-federal resources, including appropriate education and training institutions, to administer activities under the Youth, Adult and Dislocated Worker formula programs.
- b. The request must contain the signature of all of the CEOs of the units of local government that will make up the new local workforce development area, to demonstrate that the request is the consensus of all the units of local government involved.
- c. A statement of how the proposed new area designation will impact those other workforce areas from which it is withdrawing. It should be understood by any county, city or combination of such seeking designation, that the new area will only secure the formula allocated funds for each WIOA funding stream based on the formula factors as defined by WIOA.
- d. CareerSource Florida will review all public comments received and include those comments in the recommendation packet for approval or disapproval of local workforce development area designations to the Governor.
- e. CareerSource Florida will submit its recommendation to the Governor within ten business days of CareerSource Florida decision.
- f. The final decision rests with the Governor (or designee) and shall be made no later than six weeks prior to the beginning of the new program year (July 1st).

Additionally, the Governor may re-designate a local workforce development area if the re-designation has been requested by a local workforce development area and the Governor approves the request.

2. Subsequent Designation

Local workforce development areas that receive an initial designation shall be granted a *subsequent designation* if, for the two most recent program years, the local workforce development area performed successfully and sustained fiscal integrity, and in the case of a local workforce development area in a planning region, met the regional planning requirements as described in WIOA Sec. 106(c)(1). The process for a local area to submit a subsequent designation request is outlined below:

- a. The CEOs must submit a request for subsequent designation (Attachment A) to CareerSource Florida and DEO every two years beginning July 1, 2017. The completed form must be submitted via email to: WIOA@deo.myflorida.com. The application to request subsequent designation is due by April 15 of the renewal year.
- b. DEO and CareerSource Florida will review the request submitted to verify that the stated requirements were met. The submissions will be made available for public review at www.careersourceflorida.com/wioa for a period not to exceed ten days.

- c. After the receipt and review of public comment, CareerSource Florida will review the submissions along with any public comments received, and make recommendations to the Governor regarding the local workforce development area's subsequent designation.
- d. Each local workforce development area will be notified of the Governor's designation decision within ten business days of receipt by DEO and CareerSource Florida.

The Governor may review a local workforce development area at any time to evaluate whether that area continues to meet the requirements for subsequent designation. Additionally, the Governor must review a local workforce development area before submitting the State Plan during each four-year State planning cycle to evaluate whether the area continues to meet the requirements for subsequent designation.

3. Performed Successfully

For the purpose of determining subsequent local workforce development area designation, the term "**performed successfully**" means the local workforce development area met or exceeded the adjusted levels of performance for primary indicators of performance for the last two consecutive years for which data are available, and that the local area has not failed the same measure for the last two consecutive program years.

4. Sustained Fiscal Integrity

Sustained Fiscal Integrity for all program years means the Secretary of the United States Department of Labor has not made a formal determination that either the grant recipient or the administrative entity of the area misexpended funds due to willful disregard of the requirements of the provision involved, gross negligence or failure to comply with accepted standards of administration for the two-year period preceding the determination.

V. APPEAL PROCEDURES FOR DENIAL OR OTHER ADVERSE ACTION(S) PERTAINING TO LOCAL WIOA AREA DESIGNATION

If the Governor denies a local area designation or makes a decision related to designation that adversely affects an area, the unit of general local government or grant recipient may submit an appeal to CareerSource Florida. The appeal procedures are as follows:

1. State Appeal Procedures

- a. The request for appeal must be sent by certified mail, return receipt to the President, CareerSource Florida, Inc. c/o the Department of Economic Opportunity, Attention: OSPS Program Management Unit, MSG-229, 107 East Madison Street, Tallahassee, FL 32399 and/or email the request for appeal to WIOA@deo.myflorida.com. The request must include the name of the contact person and the address where official notices are to be mailed. The appeal request must be legible, written/typed clearly and

concisely, and include the title “**REQUEST FOR APPEAL**” at the top of the first page in all capital letters. The written/typed appeal must specifically state why the designation as a WIOA local workforce development area should be approved. The request shall be no longer than five pages. (Exhibits and attachments are not included in the five-page limit.)

- b. As specified in WIOA Regulations, 20 CFR 683.630(a)(2), CareerSource Florida must provide an opportunity for a hearing and prescribe appropriate time limits to ensure prompt resolution of the appeal. CareerSource Florida must conduct a hearing and make a determination of designation within 60 calendar days of receipt of the request. At least ten calendar days prior to the hearing, the designated local contact person shall receive by certified mail, return receipt, a written/typed notice of the hearing from CareerSource Florida.
- c. The notice shall inform the local contact/board of the following:
 - i. The date, time, and place of the hearing;
 - ii. The reason the WIOA local workforce development area designation was denied, including the pertinent sections of the WIOA and any federal regulations involved;
 - iii. That the affected parties that they may present witnesses or documentary evidence at the hearing;
 - iv. That the affected parties that they may be represented at the hearing by an attorney or other representative;
 - v. That the parties are entitled to a written/typed decision of findings to be issued within 30 calendar days after the date of the hearing; and
 - vi. That the local area has the right to appeal to the Secretary of the United States Department of Labor (USDOL).

2. Federal Appeal Procedures

- a. If the appeal does not result in a designation, the appellant may request a review by the Secretary of USDOL to determine if procedural rights were granted or if the minimum criteria of WIOA Section 106(b)(2) or Section 106(b)(3) were met. This appeal must be filed no later than 30 days after receipt of written notification of the denial from CareerSource Florida, and must be submitted by certified mail, return receipt requested to: Secretary, U.S. Department of Labor, 200 Constitution Avenue, N.W. Washington, DC 20210, Attention: ASET. A copy of the appeal must be provided to CareerSource Florida at the same time it is sent to USDOL.
- b. The appellant must establish that it was not accorded procedural rights under the appeal process set forth in the State Plan or that it meets the requirements for designation as specified in WIOA.

- c. The USDOL Secretary may consider any comments submitted in response by CareerSource Florida. If the USDOL Secretary determines that the appellant has met its burden of establishing that it was not accorded procedural rights under the appeal process or that it met the requirements for designation in WIOA, the Secretary may require that the area be designated a local area. The Secretary must issue a written decision to the Governor and the appellant.

VI. DEFINITIONS

Initial Designation – The period of initial designation applies to July 1, 2015 through June 30, 2017.

Subsequent Designation – The period of subsequent designation applies to program years 2017 and beyond.

New Designation – Creation of a new local area.

VII. ATTACHMENT

Attachment A – Application for Subsequent Local Workforce Development Area Designation

APPLICATION FOR SUBSEQUENT LOCAL WORKFORCE DEVELOPMENT AREA DESIGNATION

LOCAL WORKFORCE AREA INFORMATION	
NAME OF LOCAL AREA: CareerSource Gulf Coast	
LWDB NUMBER: 4	
DATE OF SUBMISSION:	
CONTACT PERSON NAME: Kim Bodine	PHONE: 850. 913. 3285 EMAIL ADDRESS: kbodine@r4careersourcegc.co
PERFORMED SUCCESSFULLY	
THE TERM "PERFORMED SUCCESSFULLY" MEANS THE LOCAL WORKFORCE DEVELOPMENT AREA MET OR EXCEEDED THE ADJUSTED LEVELS OF PERFORMANCE FOR PRIMARY INDICATORS OF PERFORMANCE FOR THE LAST TWO CONSECUTIVE YEARS FOR WHICH DATA ARE AVAILABLE, AND THE LOCAL AREA HAS NOT FAILED THE SAME INDIVIDUAL MEASURE FOR THE LAST TWO CONSECUTIVE PROGRAM YEARS.	
SUSTAINED FISCAL INTEGRITY	
THE TERM "SUSTAINED FISCAL INTEGRITY" MEANS THAT THE SECRETARY OF LABOR HAS NOT MADE A FORMAL DETERMINATION, DURING EITHER OF THE LAST TWO CONSECUTIVE YEARS PRECEDING THE DETERMINATION REGARDING SUCH INTEGRITY, THAT EITHER THE GRANT RECIPIENT OR THE ADMINISTRATIVE ENTITY OF THE AREA HAS MISEXPENDED FUNDS PROVIDED.	

BY SIGNING BELOW, THE LOCAL CHIEF ELECTED OFFICIAL AND THE LOCAL WORKFORCE BOARD EXECUTIVE DIRECTOR CERTIFY THAT THE LOCAL AREA HAS PERFORMED SUCCESSFULLY AND SUSTAINED FISCAL INTEGRITY FOR SUBSEQUENT DESIGNATION OF THE EXISTING LOCAL AREA.

LOCAL WORKFORCE BOARD EXECUTIVE DIRECTOR	
NAME:	Kimberly L. Bodine
SIGNATURE:	Kimberly L. Bodine
DATE:	3/22/17

LOCAL CHIEF ELECTED OFFICIAL	
NAME AND TITLE:	COUNTY: Bay
SIGNATURE:	DATE:

LOCAL CHIEF ELECTED OFFICIAL	
NAME AND TITLE:	COUNTY:
SIGNATURE:	DATE:

LOCAL CHIEF ELECTED OFFICIAL	
NAME AND TITLE:	COUNTY:
SIGNATURE:	DATE:

LOCAL CHIEF ELECTED OFFICIAL	
NAME AND TITLE:	COUNTY:
SIGNATURE:	DATE:

LOCAL CHIEF ELECTED OFFICIAL	
NAME AND TITLE:	COUNTY:
SIGNATURE:	DATE:

LOCAL CHIEF ELECTED OFFICIAL	
NAME AND TITLE:	COUNTY:
SIGNATURE:	DATE:



Bay County Board of County Commissioners Agenda Item Summary

S. Lakeview Drive Drainage Easement

DEPARTMENT MAKING REQUEST/NAME:

Public Works Department Keith Bryant, P.E., PTOE, Director

MEETING DATE: 4/4/2017

REQUESTED MOTION/ACTION:

Board: 1) Approve the proposed drainage easement on S. Lakeview Drive; and, 2) Authorize the Chairman to execute the legal documents; and, 3) Authorize the Clerk of Court to record the drainage easement. **(District V)**

AGENDA

Public Works - Consent

BUDGETED ITEM? N/A

BUDGET ACTION:

None needed.

FINANCIAL IMPACT SUMMARY STATEMENT:

N/A

BACKGROUND:

Ms. Bland's property on S. Lakeview Drive has a county outfall through the lot. **(EXHIBIT 1)** It's Ms. Bland's desire to relocate the existing drainage outfall to make her property more usable. Ms. Bland agreed to provide a 10 ft. drainage easement along the southern property line for the drainage outfall relocation **(EXHIBIT 2)**.

ATTACHMENTS:**Description**

S. Lakeview Drainage Exhibit 1

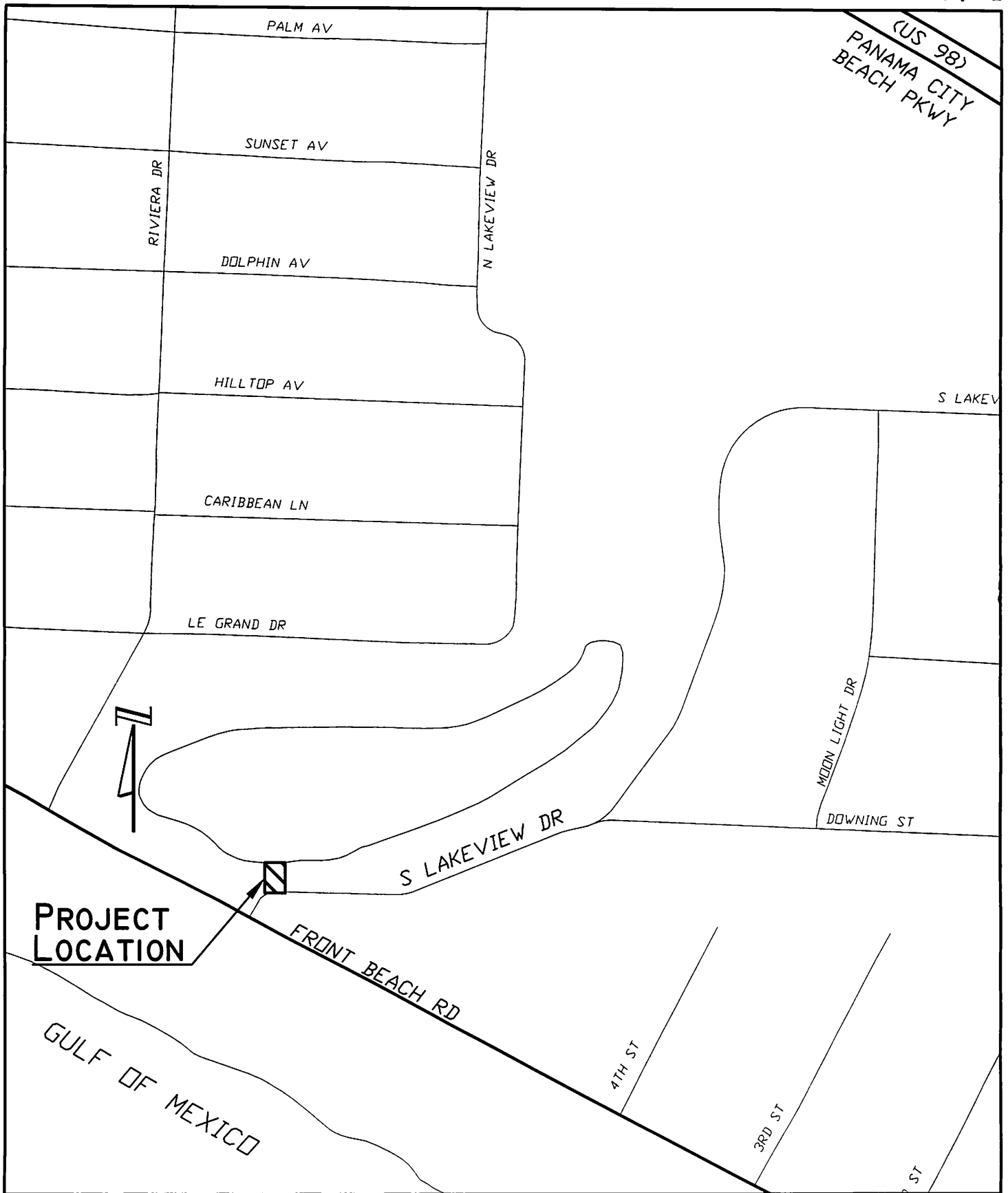
S. Lakeview Drainage Exhibit 2

Type

Exhibit

Exhibit

Drawing name: S:\LD3\Z DANNYs LOCATION MAPs, DWGs\PDF LOCATION MAPs\PROPOSED DRAINAGE EASEMENT S.LAKEVIEW DRIVE.dwg ~ Date plotted: March 07, 2017 ~ 1:56pm



ENGINEERING DIVISION
BAY COUNTY GOVERNMENT
CENTER
840 W. 11TH STREET
PANAMA CITY, FL 32401
PHONE: (850) 248-8301

PROPOSED DRAINAGE EASEMENT

VICINITY MAP

Scale	Date Drawn	By	Checked By	Project#	Page
N/A	7 MAR. 17	DJG	NL	N/A	1 of 1

STATE OF FLORIDA
COUNTY OF BAY

DRAINAGE EASEMENT

EXHIBIT 2

This indenture made and entered into this 27 day of February, 2017,

by and between Allison J. Bland as Party of the First Part and the Board of County Commissioners of Bay County, Florida, as Party of the Second Part.

WITNESSETH, that for and in consideration of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, in the Party of the First Part have this day bargained and sold, and by these presents do bargain, sell, convey and transfer, and deliver unto Party of the Second Part, a permanent easement and right-of-way, including the perpetual right to enter upon the real estate hereafter described, at any time that it may see fit, and construct and maintain a right-of-way for the maintenance and operation of a drainage facility over, across, through and under the lands hereinafter described, together with the right to excavate and refill ditches, remove or replace drainage structures and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction and maintenance of said drainage facility.

The land affected by the grant of this easement and right-of-way is located in the County of Bay, State of Florida, and is more particularly described as follows:

THE WESTERLY 10 FEET OF LOT 25, RIVIERA BEACH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

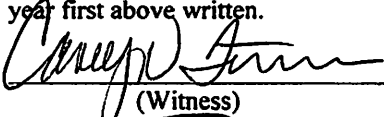
COMMENCE AT THE SOUTHEAST CORNER OF LOT 25, RIVIERA BEACH, AS PER THE PLAT RECORDED IN PLAT BOOK 8, PAGE 59 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE N. 88°11'23" W. ALONG THE SOUTH LINE OF SAID LOT 25 FOR 90.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N. 88°11'23" W. FOR 11.64 FEET TO THE SOUTHWEST CORNER OF SAID LOT 25; THENCE N. 32°34'35" E. ALONG THE WEST LINE OF SAID LOT 25 FOR 33.3 FEET MORE OR LESS, TO THE WATER'S EDGE OF RIVIERA LAKE; THENCE EASTERLY ALONG THE WATER'S EDGE FOR 12.0 FEET, MORE OR LESS, TO A POINT THAT BEARS N. 32°34'35"E. FOR 34.05 FEET FROM THE POINT OF BEGINNING; THENCE S. 32°34'35" W. FOR 34.05 FEET TO THE POINT OF BEGINNING.

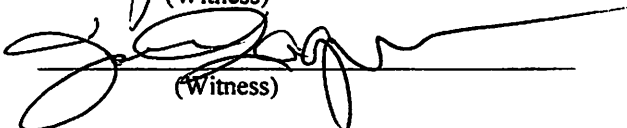
The easement and right-of-way hereby granted covers a strip of land 10 feet in width over and across the above described property.

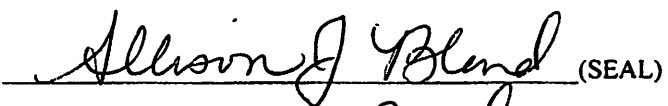
TO HAVE AND TO HOLD said easement and right-of-way unto the Board of County Commissioners of Bay County, Florida and its successors and assigns.

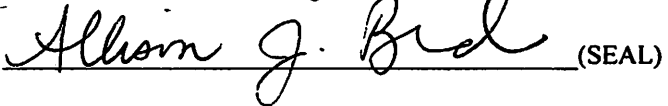
As a part of the consideration for this grant, Party of the First Part do hereby release any and all claims for damages from whatsoever caused incidental to the exercise of the rights herein granted.

IN WITNESS WHEREOF the Party of the First Part have hereunto set their hands and seals the day and year first above written.


(Witness)

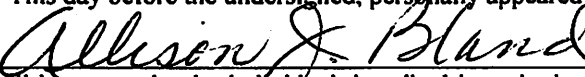

(Witness)

 (SEAL)

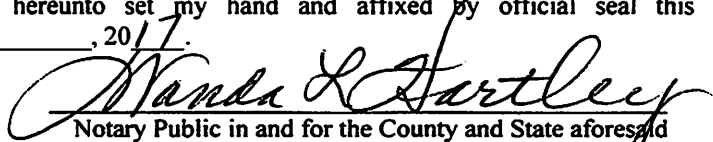
 (SEAL)

STATE OF FLORIDA
COUNTY OF BAY

This day before the undersigned, personally appeared


to me well known to be the individual described in and who executed the foregoing easement, and acknowledged before me that they executed the same for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this 27th day of February, 2017.


Notary Public in and for the County and State aforesaid

My Commission Expires 12-11-2019

TITLE to the above property accepted for public use by Bay County, Florida, at the meeting of the Board of Commissioners of Bay County, Florida, this _____ day of _____, A.D.,



Bay County Board of County Commissioners Agenda Item Summary

Triumph Gulf Coast Letter of Support

DEPARTMENT MAKING REQUEST/NAME:

Administration Jim Muller, RESTORE Act Coordinator

MEETING DATE: 4/4/2017

REQUESTED MOTION/ACTION:

Request that the Board ratify the Chairman's letter in support of Triumph Gulf Coast legislation and recommended provisions.

AGENDA

Restore Act - Consent

BUDGETED ITEM? N/A

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

BACKGROUND:

The Florida Legislature is modifying the Triumph Gulf Coast, Inc. statute. This includes appropriating the first payment from BP to the state related to the Deepwater Horizon disaster economic damages settlement. The Florida House passed its Triumph-related bills on March 24th and sent them to the Senate. The Senate's version of the Triumph bill is progressing rapidly.

The House and Senate have started negotiations. To ensure that Bay County's support and recommendations for Triumph Gulf Coast are considered in this process, Chairman Dozier sent the attached letter to Bay County's Florida Legislative delegation on March 29, 2017. Staff is requesting that the Board ratify Chairman Dozier's letter.

ATTACHMENTS:

Description

Letter of Support

Type

Exhibit



BOARD OF COUNTY COMMISSIONERS

840 West 11th Street
Panama City, Florida 32401
Telephone: (850) 248-8140
Fax: (850) 248-8153

March 29, 2017

BOARD OF COUNTY
COMMISSIONERS

www.baycountyfl.gov

840 WEST 11TH STREET
PANAMA CITY, FL 32401

COMMISSIONERS:

TOMMY HAMM
DISTRICT I

ROBERT CARROLL
DISTRICT II

WILLIAM T. DOZIER
DISTRICT III

GUY M. TUNNELL
DISTRICT IV

PHILIP "GRIFF" GRIFFITTS
DISTRICT V

ROBERT J. MAJKA JR.
COUNTY MANAGER

Sen. George B. Gainer
Rep. Jay Trumbull
Rep. Brad Drake

Re: Support for Triumph Gulf Coast, Inc. legislation

Dear Senator Gainer and Representatives Trumbull and Drake,

Thank you for your strong support for Triumph Gulf Coast, Inc. legislation that will help strengthen and diversify the economy of Bay County and the entire Panhandle coast. Your efforts to ensure that seventy-five percent of the State's economic claims settlement agreement with BP for the Deepwater Horizon disaster will be dedicated to the economic benefit of the Eight Disproportionately Affected Counties will pay dividends for generations to come. The strong backing of both House and Senate leadership is deeply appreciated as well.

As efforts progress to merge the Senate and House bills into one consensus bill, the Bay County Board of County Commissioners requests that the following provisions be retained in or added to the consensus bill.

- Representation of the eastern counties on the Triumph Gulf Coast, Inc. Board and a provision that, after expiration of the terms of the initial five appointees to the Triumph Board, no more than two board members may reside in any one county.
- A provision that the Triumph Board shall consider the recommended priorities of each Board of County Commissioners regarding Triumph projects proposed for location within a county or which would affect the county.
- If Legislature oversight of Triumph Board-selected projects is established, the oversight body should only include Legislators from the eight counties, and each of the eight counties should be within the district of at least one of the oversight body members. The oversight should be limited to veto power regarding individual projects selected by the Triumph Board.

Thank you for your consideration. Please let us know if we can be of help in any way. We look forward to the official initiation of Triumph, and to working with all eight counties to strengthen our regional economy.

Sincerely,

William T. Dozier
Chairman
Bay County Board of County Commissioners



Bay County Board of County Commissioners Agenda Item Summary

2017 Sea Turtle Monitoring Contract

DEPARTMENT MAKING REQUEST/NAME:

Tourist Development Council Dan Rowe, Executive Director

MEETING DATE: 4/4/2017

REQUESTED MOTION/ACTION:

Recommend the Board of County Commissioners approve and execute the contract with RMA for 2017 sea turtle monitoring on Panama City Beach. The base sea turtle monitoring contract will be paid from Fund 127, and the hourly nighttime wildlife monitors will be paid from Fund 125.

AGENDA

Tourist Development Council - Consent

BUDGETED ITEM? Yes

BUDGET ACTION:

None needed.

FINANCIAL IMPACT SUMMARY STATEMENT:

Fund 127 and Fund 125 have funds budgeted for this contract.

BACKGROUND:

Sea turtle monitoring is required in 2017 by the Bay County TDC's state permit for beach cleaning and the Bay County/Bay County TDC's beach renourishment permit. Bay County advertised RFP 14-16 –Bay County, Panama City Beaches Marine Turtle Monitoring – on January 24th, 2014 with the proposal opening on February 25th, 2014. Bay County received only one response from St. Andrews Bay Resource Management Association, Inc (RMA). St. Andrews Bay Resource Management Association, Inc (RMA) has held the sea turtle monitoring contract with Bay County since 1998 and also holds the only sea turtle monitoring permit issued by the Florida Fish and Wildlife Conservation Commission for the Panama City Beaches area. Bay County executed a contract with RMA for the 2014, 2015, and 2016 sea turtle monitoring.

On March 13th, 2017, the Bay County TDC voted to recommend that the Board of County Commissioners again execute the contract (**Exhibit 1**) with RMA for the 2017 sea turtle monitoring on the Panama City Beaches. The base sea turtle monitoring contract will be paid from Fund 127. The base contract is \$63,440 and the maximum cost is \$74,180, the same as 2016. The contract allows for additional walking surveys in order to expedite morning surveys to accommodate the enhanced beach cleaning procedures being implemented by the Bay County TDC in 2017 (similar to 2015 and 2016). In addition to the base contract, the contract allows for nighttime wildlife monitors to be paid hourly to accompany the TDC's beach cleaning contractor on Leave No Trace enforcement during the nighttime. These hourly services will be paid from Fund 125.

ATTACHMENTS:

Description

2017 Contract

2017 Contract Attachment A-2

2017 Contract Attachment A-1

Type

Exhibit

Exhibit

Exhibit

TURTLE SURVEY CONTRACT RENEWAL

THIS TURTLE SURVEY CONTRACT RENEWAL made this ____ day of _____, 2017, by and between the **St. Andrew Bay Resource Management Association, Inc. (RMA)**, with principal offices at 222 East Beach Drive Panama City, Florida, and the **Board of County Commissioners of Bay County, Florida** (the County), with principal offices at 840 West 11th Street, Panama City, Florida, with the County acting by and through the **Bay County Tourist Development Council** (the TDC), with offices located at 17001 Panama City Beach Parkway, Panama City Beach, Florida, as the advisory agency to the County to administer this contract.

WITNESSETH

WHEREAS, the County and RMA previously entered into the April 5, 2016 Turtle Survey Contract, as amended August 2, 2016; and

WHEREAS, RMA is the current holder of the Florida Fish and Wildlife Conservation Commission Marine Turtle Permit No. 038 for the Panama City Beach area, and

WHEREAS, RMA is experienced in operating a sea turtle survey program consisting of identifying, monitoring, relocating and reporting upon sea turtle nests, and

WHEREAS, the Turtle Survey Contract did not directly state an expiration date, but was designed to cover the 2016 nesting season; and

WHEREAS, in 2016, the County issued Request for Proposals 14-16 soliciting competitive proposals to conduct turtle surveying on Panama City Beach for the 2016 nesting season and RMA was the only firm to submit a response; and

WHEREAS, due to regulatory permit requirements and related considerations, it is unlikely that additional firms would submit proposals in response to a new RFP; and

WHEREAS, on March 13, 2017, the TDC recommended the County accept RMA's 2017 proposal.

WHEREAS, the TDC recommends renewing the Turtle Survey Contract for the 2017 nesting under the same terms and conditions, except as provided herein; and

NOW, THEREFORE, RMA and the County, with the County acting upon the recommendation of the TDC, do agree:

1. The above recitals are true, complete and not misleading.

2. For the 2017 nesting season, the County, from TDC 3d cent funds, shall pay to RMA the base sum of \$63,440, plus Car Surveys at \$126.83 per day, not to exceed an aggregate of \$7,610, plus Walking Surveys for the sum of \$3,130, for a total, maximum cost of \$74,180 payable as follows: The base sum shall be paid in eight (8) equal, consecutive monthly installments commencing May 1, 2017, with any additional amounts for Car Surveys and Walking Surveys to be billed by separate, itemized invoice within 30 days of service.

In addition, for the 2017 nesting season, the County shall pay RMA, monthly in arrears, for such service on a time involved basis at the rate of \$94 per hour observed, in increments of one-tenth of an hour, pursuant to the terms and conditions of the Agreement, as amended, and as set forth by this Renewal. RMA shall submit to the TDC a detailed invoice specifying for each observer the date, area observed, and number of hours worked and upon the TDC's verification of the service, the County shall pay the invoice.

3. RMA shall diligently and promptly perform marine turtle monitoring, surveys, relocation and reporting during the 2017 nesting season as described in the Scope of Work attached, incorporated and marked Exhibit A-1, as supplemented by the 2017 Program Description and Budget submitted by RMA, attached, incorporated and marked Exhibit A-2. In the event of a conflict between the Scope of Work (A-1) and the Program Description and Budget (A-2), the Scope of Work shall control.
4. RMA shall no later than the 15th day of the month beginning June 15, 2017 submit a report to the TDC showing itemized expenditures for the preceding calendar month broken out into the categories set forth on Page 20 of Exhibit A-2. This report shall be in a format acceptable to the TDC i.e. Quicken or similar accounting software.
5. All other terms of the original contract remain in full force and effect.

[Remainder of page blank.]

WITNESS our hands and seals as of the date first above written.

BOARD OF COUNTY COMMISSIONERS
OF BAY COUNTY, FLORIDA

Attest:

By: _____
William T. Dozier, Chairman

Clerk of the Circuit Court

Approved as to form:

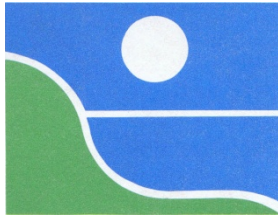
Office of County Attorney

ST. ANDREW BAY RESOURCE MANAGEMENT
ASSOCIATION, INC.

Attest:

By: _____
President

N:\TDC\4.08-12E(1) Turtle (RMA) Contract For 2017-\Turtle Contract 2017.Doc



St. Andrew Bay
RESOURCE MANAGEMENT ASSOCIATION
Post Office Box 15028
Panama City, Florida 32406
www.sabrma.org

2 March 2017

Dan Rowe, Director and CEO
Bay County Tourist Development Council
P.O. Box 9473
Panama City Beach, Florida 32417

Dear Mr. Rowe:

The St. Andrew Bay Resource Management Association is pleased to provide the attached proposal for sea turtle monitoring on Panama City Beach in 2017. Proposed activities and cost are unchanged from last year. It is a firm offer of \$74,180 for morning nesting surveys and an hourly rate of \$94 for nighttime observer operations as part of enforcement of the Leave No Trace Ordinances.

Please contact me during business hours at (850) 238-9895 or at pcbturtle@yahoo.com if you have questions. Written correspondence should be sent to my home address at 6509 Palm Court, Panama City Beach, 32408.

Sincerely,

KENNARD WATSON

Kennard Watson
Turtle Watch Director

Enclosures

Table of Contents

Section	Title	Page
1	Transmittal Letter	1
2	General Information	3
3	Licenses and Registrations	4
4	Detailed Proposal	8

General Information

Name	St. Andrew Bay Resource Management Association
Address	222 East Beach Drive, Panama City, FL 32401
Phone	(850) 238-9895
Email	pcbturtle@yahoo.com
Federal ID	59-2849343
Web site	www.sabrma.org , www.turtlewatch.org
Type	501(c)(3) organization by the Internal Revenue Service and a non-profit corporation by the State of Florida
Project Management	Kennard Watson – Turtle Watch Director
Date Established	1986
Brief History	The St. Andrew Bay Resource Management Association (RMA) has protected sea turtles on Panama City Beach for over two decades. The RMA created Turtle Watch in 1991 to protect sea turtles along about 18 miles of Gulf beach between St. Andrews State Park and Camp Helen State Park. Turtle Watch began as an all-volunteer effort with no financial support. In 1992, as part of new state-mandated beach cleaning procedures, the Florida Department of Natural Resources (now Florida Department of Environmental Protection) required Bay County to fund daily sea turtle surveys by trained personnel to ensure that nests were properly identified and protected. Subsequently, the federal government required sea turtle surveys as part of beach nourishment projects on Panama City Beach. Turtle Watch activities have included relocating sea turtle nests to safe areas as part of nourishment projects in 1998, 2003, 2005, and 2011. Since 2000, RMA has been under contract with Bay County to perform sea turtle monitoring within the 18-mile survey area.

Licenses and Registration

Marine Turtle Permit (page 1 of 2)



Marine Turtle Permit

Florida Fish and Wildlife Conservation Commission
Imperiled Species Management Section-Tequesta Field Lab, 19100 SE Federal Highway
Tequesta, FL 33469
(561) 882-5964

Permittee: KENNARD WATSON
ST. ANDREWS BAY RESOURCE MANAGEMENT
ASSOCIATION
6509 PALM COURT
PANAMA CITY BEACH, FLORIDA 32408
UNITED STATES

Permit#: MTP-17-038
Effective Date: 01/01/2017
Expiration Date: 12/31/2017

Principal Officer: KENNARD WATSON

Qualified
Individual: Kennard Watson

Is Authorized to:

1. conduct nesting surveys;
2. conduct stranding/salvage activities;
3. relocate nests for conservation purposes;
4. maintain & display preserved specimens;
5. conduct public hatch success evaluations;
6. conduct hatch success evaluations;
7. outfit nests with self-releasing screen/cage;
8. outfit nests with restraining cage;
9. tag nesting turtles using external flipper tags;
10. monitoring for mechanical beach cleaning;
11. collect/receive rear flipper claws from loggerhead and Kemp's ridley turtle carcasses in association with Authorized Research Project #2; and
12. collect post-hatch loggerhead and green turtle nest contents on behalf of collaborators - see Conditions.

Authorized Nesting Survey 1. Panama City Beach.
Area:

Principal Officer
Signature:

Kennard Watson

Date: 2/20/17

Not valid unless signed by the Principal Officer. By signature, the Principal Officer confirms that all information provided to issue the permit is accurate and complete, and indicates acceptance and understanding of the provisions and conditions listed below. **Any false statements or misrepresentations when applying for this permit may result in felony charges and will result in revocation of this permit.**

By signature, I acknowledge that I have read and understand this permit. Signature of this permit indicates that I, the Qualified Individual and all authorized personnel listed below have read and agree to abide by all Florida Fish and Wildlife Conservation Commission (FWC) Marine Turtle Conservation Handbook sections that pertain to the authorized activity(s) listed on this Marine Turtle Permit. I understand that it is my responsibility to transmit all future information updates to all authorized personnel listed on my permit. Principal Officer must provide a signed copy of this permit to the FWC (address above or MTP@MyFWC.com) to activate this permit.

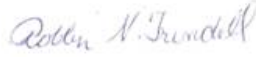
PERMIT NO. MTP-17-038

Page : 1 / 2

Marine Turtle Permit (page 2 of 2)

Authorized By: ROBBIN TRINDELL

Authorized for: Nick Wiley, Executive Director



Authorizing Signature: _____

Date: 01/03/2017

Marine Turtle Permit

Authorized Research Projects:

1. Flipper tag nesting loggerhead turtles on Panama City Beach, authorized 6/1999, and
2. Age determination of sea turtles from claws of rear flippers, authorized 7/2000.

Authorized Monitoring Projects: None.

Authorized Personnel:

Nancy Evou; Elizabeth Straley; Roger Straley; Lynda Yates; Tina Buddi; Isis Koenders; Christine Lawrence; Kevin Novak; Laura Novak; Shane Wisneski; Jennifer Sullivan; Sondra Riley; Angela Barros; Beckie Johnson; Lorna Patrick; Jennifer Simms; John Simonsen; Karen Simonsen; Trudy Wright; Janis Boatright; Stephanie Wilson; George Walrond; Richard Koenders.

PERMIT CONDITIONS AND PROVISIONS:

1. Permitted individuals must adhere to the FWC Marine Turtle Conservation Handbook developed under a Section 6 Cooperative Agreement between FWC and the U.S. Fish and Wildlife Service.
2. All transfers of marine turtles or specimens into or out of the State of Florida must be accompanied by a specific consent permit from FWC.
3. Sample collection for collaborators is authorized as follows:
 1. Dr. Simona Ceriani – Florida Fish and Wildlife Conservation Commission
 1. Hatched nest contents (including unhatched eggs) from loggerhead and green turtle nests.

A person whose substantial interests are affected by FWC's action may petition for an administrative proceeding (hearing) under sections 120.569 and 120.57 of the Florida Statutes. A person seeking a hearing on FWC's action shall file a petition for hearing with the agency within 21 days of receipt of written notice of the decision. The petition must contain the information and otherwise comply with section 120.569, Florida Statutes, and the uniform rules of the Florida Division of Administration, chapter 28-106, Florida Administrative Code. If the FWC receives a petition, FWC will notify the Permittee. Upon such notification, the Permittee shall cease all work authorized by this permit until the petition is resolved. The enclosed Explanation of Rights statement provides additional information as to the rights of parties whose substantial interests are or may be affected by this action.

PERMIT NO. MTP-17-038

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State of Florida Certificate of Exemption

FORM DR-14 (04/11)



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 04/11

85-8012692773C-6	03/31/2015	03/31/2020	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

ST ANDREW BAY RESOURCE MANAGEMENT
ASSOCIATION INC
222 E BEACH DR
PANAMA CITY FL 32401-3117

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 04/11

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Recognition by Internal Revenue Service as a 501(c)(3) Organization

Director

Returns Program Management
Staff - Taxpayer Assistance
C-1130 Stop 520-D
401 West Peachtree St., NW
Atlanta, GA 30370

Date: December 10, 1993

Refer Reply To: RPM:ED:TPA

EIN: 59-2849343

St Andrews Bay Resource
Management Association
P. O. Box 15028
Panama City, FL 32406

Dear Taxpayer:

This is in response to your request for confirmation of your exemption from Federal income tax.

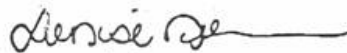
You are recognized as an organization exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code by our letter of October 1988. You were further determined not to be a private foundation within meaning of section 509(a) of the Code because you are an organization described in section 170(b)(1)(A)(vi) and 509(a)(1).

Contributions to you are deductible as provided in section 170 of the Code.

The tax exempt status recognized by our letter referred to above is currently in effect and will remain in effect until terminated, modified or revoked by the Internal Revenue Service. Any change in your purposes, character, or method of operation must be reported to us so we may consider the effect of the change on your exempt status. You must also report any change in your name and address.

Thank you for your cooperation.

Sincerely,



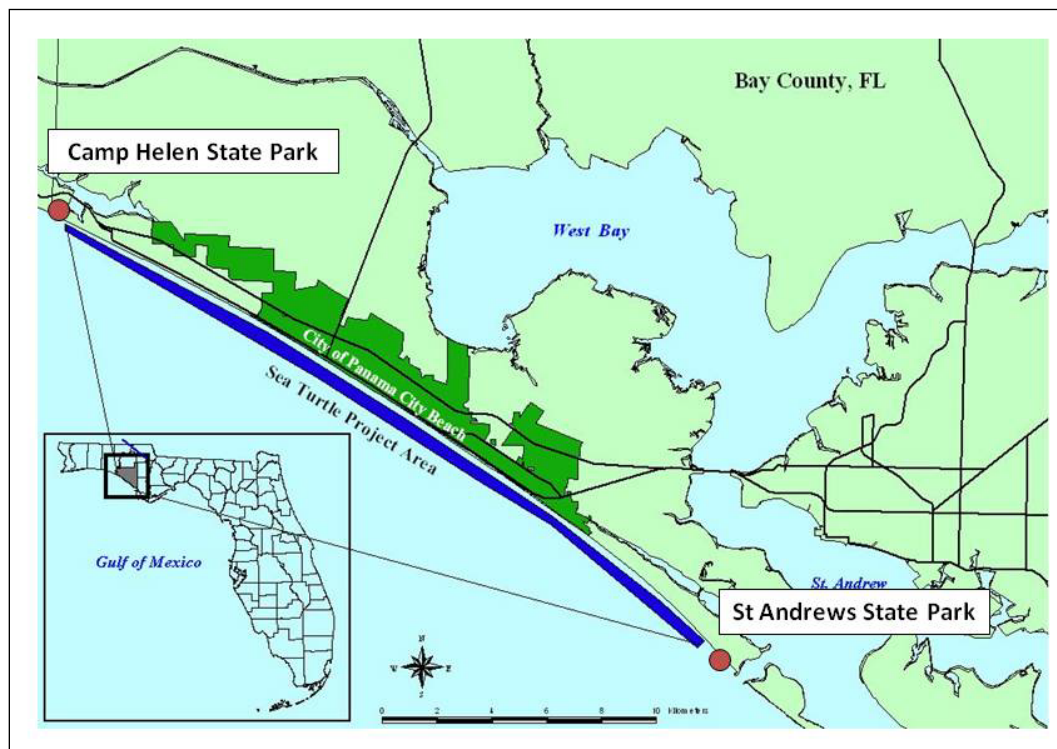
Denise Nelson
Exempt Organizations Coordinator

TPA1001tr

INTRODUCTION

The St. Andrew Bay Resource Management Association (RMA) created Turtle Watch in 1991 to protect sea turtles on Panama City Beach. The program operates under State Permit No. 038 issued by the Florida Fish and Wildlife Conservation Commission (FWC). Turtle Watch is responsible for 17.6 miles of Gulf beach between St. Andrews State Park and Camp Helen State Park. The loggerhead, a threatened species, is the most common sea turtle species that nests in this area. Our turtles are part of a small, genetically distinct sub-population of loggerheads nesting in northwest Florida. Because of its small size, this is one of the most threatened loggerhead populations in the United States.

Map of Panama City Beach survey area. Monitoring is performed on 17.6 miles of Gulf beach between St. Andrews State Park and Camp Helen State Park.



The nesting season officially runs from May 1 through October 31. On Panama City Beach, the first loggerhead nests are usually laid near the end of May and the last in mid-August. Hatchlings first emerge in late July, and hatching usually continues through October unless storms wash the nests away. During the 26-year period from 1991 to 2016, we found 632 loggerhead nests and released about 34,000 hatchlings into the Gulf of Mexico. We identified one nest laid by a threatened green turtle in 2002 and three nests in 2013. Two nests laid by endangered leatherback turtles were found in 2012 and four in 2015.

The monitoring procedure is influenced by the major threat to sea turtles on Panama City Beach: artificial light from beachfront development. Hatchlings normally emerge at night when their survival chances are better. They instinctively crawl toward the brightest light, which on a

natural beach leads them to the water, illuminated by moon and starlight. On our developed beach, however, this innate response causes the turtles to crawl toward the lights of motels and condos. Few would reach the water if allowed to emerge on their own. Beginning in 1991, Turtle Watch responded to this threat by placing wire cages over the nests to prevent hatchlings from escaping when they emerge at night. Volunteers checked the nests nightly, collected hatchlings from the cages, and attempted to release them at the nest sites. Disoriented turtles were released on a nearby dark beach. All nests were caged during 1991-2002, but this practice was phased out in response to a pilot lighting ordinance passed by the Bay County Commission in 2002. A lighting ordinance that applies to the entire developed beach was passed in 2009 by the City of Panama City Beach and Bay County. The ordinance went into full effect on May 1, 2013.

A. PURPOSE

The purpose of this document is to describe the functions, responsibilities and authorities of the program, its director and its members. Further, this document describes the manner in which the functions of the program are accomplished and provides a budget for the 2017 nesting season.

The purpose of Turtle Watch is to identify and protect sea turtle nests on Panama City Beach, rescue disoriented hatchlings, conduct stranding and salvage operations, educate the public regarding turtle habitat and threats to species survival, and provide accurate and detailed information to local governments regarding turtle protection measures.

B. FUNCTIONS

1. Program Management

- a. Recruit and train personnel (25 volunteers and paid surveyors) and prepare volunteer monitoring schedule.
- b. Prepare annual reports to Bay County and FWC to fulfill permit and contract requirements.
- c. Provide monthly financial reports and periodic oral or email reports during the nesting season to a County representative regarding the status of nesting activity within the survey area.
- d. Purchase survey equipment and perform routine all-terrain vehicle (ATV) maintenance.
- e. Supervise high school and college students conducting research projects.
- f. Speak to local civic groups about Turtle Watch.
- g. Provide accurate and detailed information to local governments regarding turtle protection measures.
- h. Maintain a web site (www.turtlewatch.org) that is regularly updated during the nesting season with information on nest locations and hatched nests.

2. Daily Beach Surveys to:
 - a. Identify nesting and non-nesting (false crawl) emergences.
 - b. Monitor nests already laid for signs of hatchling emergence or disturbance (depredation, poaching, vandalism).
 - c. Distribute educational material to beach walkers.
3. Nest Protection via:
 - a. Survey stakes placed around the nest perimeter with flagging and an informational sign.
 - b. Relocation to higher elevation nearby to protect eggs from inundation by tides or storm drains. Any other nest relocation must be specifically authorized by the U.S. Fish and Wildlife Service (i.e. beach nourishment).
 - c. Assistance of hatchlings to the water and rescue of disoriented hatchlings.
4. Stranding and Salvage Operations to:
 - a. Rescue injured turtles.
 - b. Collect information on dead turtles and salvage carcasses of scientific value.

C. RESPONSIBILITIES and AUTHORITIES

1. Program Director has the overall responsibility for program functions, resources, products and services, and performance. The Program Director is authorized by FWC, the RMA Board of Directors, and by Bay County to take any and all legal actions within the scope of the state permits, Association By-Laws, and County Ordinances. The Program Director reports directly to the President of RMA.
2. Assistant Director shares the Director's responsibility for program functions, resources, products and services, and performance and such authorities as may be delegated by the Program Director. These responsibilities and authorities are applicable both in the absence of the Director and as a means of extending the Director's span of control as needed.
3. Legal Advisor serves as the Turtle Watch representative for contract issues between RMA and Bay County.
4. Paid Surveyors
 - a. Nesting season: perform daily surveys on ATV's and by foot to identify nests and false crawls, check nests already laid for signs of hatchling emergence or disturbance, and distribute educational material to beach walkers.
 - b. Hatching season (after September 1): drive to nests in a privately-owned vehicle (POV) in the morning (6-8 am) to check for signs of hatchling emergence or disturbance.
5. Volunteers
 - a. Nesting season: respond to morning reports of nests identified by the paid surveyor (5:30-8 am), confirm the presence of eggs in nests, relocate nests in

danger of flooding, mark the nests, respond to nighttime reports of nesting turtles, attach metal identification tags to the front flippers of nesting turtles, and distribute educational material to beachfront property owners.

- b. Hatching season: drive to nests in a POV nightly (8 pm – 1 am) to check for signs of hatchling emergence and rescue disoriented hatchlings.
- c. Hatching season: assist with excavation of nests performed three days after initial hatchling emergence or 70 days after nest was laid, whichever occurs first.
- d. Year-round: respond to reports of injured or dead sea turtles that strand on local beaches.

D. PROGRAM ACTIVITIES

1. Nesting season: Perform morning surveys for turtle tracks and respond to nighttime reports of nesting turtles (May 1 – September 1).

- a. Paid ATV surveyors perform daily surveys to identify turtle nests and false crawls (non-nesting emergences) from May 1 to September 1. The beach is surveyed on ATV's seven days a week from 5:30 am to 8:00 am. The surveys typically begin near dawn and must be done by 8 am to provide enough time to relocate nests. Two ATV riders start near the center of the survey area and travel in opposite directions. Each rider can reach the end of the survey area in 1 – 2 hours, ensuring that the 8 am deadline is met. A single rider could not finish the survey by 8 am. Changes made to expedite completion of the survey in 2015 will be continued this year (see Section D.3).

False crawl identified by ATV surveyor.



- b. Paid walking surveyors will be used to supplement the ATV surveys in order to speed the completion of crawl identification (see Section D.3).
- c. Volunteers protect the nest with four stakes, survey tape, and an informational sign with the nest number. Volunteers dig down to confirm the presence of eggs, a process that takes up to an hour to complete. Nests in danger of tidal inundation or storm water flooding are moved to a higher elevation nearby. Additional time

is required to relocate nests, normally about one hour. Nests must be moved by 9 am on the morning following egg deposition to prevent damage to the developing embryos.

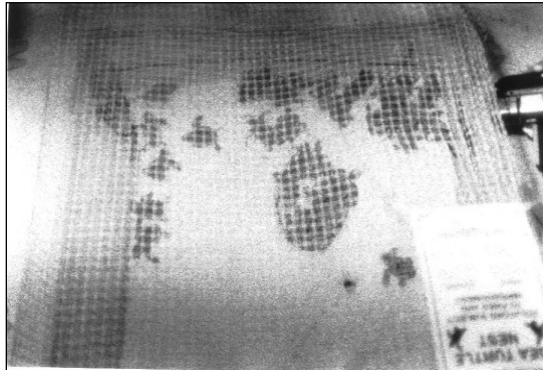
- d. Volunteers are on-call to respond to reports of nesting turtles at night. About 25% of all nests are found at night by people who see the turtle laying eggs and call the police or FWC. Volunteers perform crowd control to protect the turtle, distribute educational fliers, and attach metal tags to the turtle's front flippers for future identification. They also relocate the nest if needed and mark it at this time. Volunteers are on-call seven days a time and respond either to a night call (any hour) or to a morning call from the paid surveyors.

Volunteers take measurements of a loggerhead nest.



2. Hatching season: Check nests for hatchlings and perform nest excavations (July – October).
 - a. Paid surveyors conducting the morning survey check the nests for signs of hatchling emergence or disturbance. Monitoring is performed on ATV's and by foot (see Section D.3) until September 1 and in a POV from September 2 until all of the nests have hatched, are washed away by storms, or October 31, whichever comes first.
 - b. Volunteers check the nests for hatchlings each night during the hatching season. Volunteers collect any disoriented hatchlings and release them at the darkest part of our survey area at Sunnyside Beach. This may take up to 3-4 hours depending on the number of nests to check and where they are located on the beach. Volunteers perform night monitoring between 8 pm and 1 am five days a time.

Hatchlings emerge at night from a caged nest in 2002. The use of cages was phased out with the implementation of a lighting ordinance.



- c. Volunteers excavate all nests to determine hatching success. We invite classes from elementary schools and scout troops to nest excavations, which serve as outdoor classrooms for environmental education, part of our Adopt-a-Nest program described at www.turtlewatch.org. Schools that have participated include Patronis, Tyndall, Holy Nativity and West Bay. We usually excavate nests at dusk so that any live turtles found in the nests can be released at dark.

Volunteers excavate a nest under the watchful eyes of Patronis Elementary students.



3. Beach Cleaning Coordination: Expedite morning surveys to coordinate with beach cleaning procedures in 2017.
 - a. Walking surveys will be performed on the east and west ends of the survey area each Tuesday and Thursday during June and July (17 days total). The east end covers roughly 3 miles from the boundary of St. Andrews State Park to the Pelican Walk Condo at 6905 Thomas Dr. The west end covers roughly 3 miles from the boundary of Camp Helen State Park to the Sugar Sands Motel at 20723 Front Beach Rd. Paid walking surveyors will start at the park boundaries at the same time as the ATV surveyors who will start at Bid-a-Wee Beach. The walking

surveyors will have the same duties as the ATV surveyors; that is, to identify crawls and check nests already on the beach for signs of hatching or disturbance.

- b. Morning surveys will begin approximately ½-hour before sunrise, in accordance with guidelines in our state permit. ATV and walking surveyors will start around 5:30 am during the months of May through July and around 5:45 am during August. If no crawls are found, these start times will enable the entire beach to be surveyed by around 7 am during May-July and 7:15 am during August.
 - c. The crawl identification process will be streamlined to speed data collection. Surveyor responsibilities include recording the crawl location (street address and latitude/longitude from a GPS unit), measuring crawl width and distance from the water and dune, taking crawl pictures, and completing a data form. Furthermore, when the surveyors find nests, they will install temporary markers and contact volunteers who will locate the eggs, move them to a higher elevation if required, and replace the temporary markers with permanent ones. In the past, surveyors performed all of these duties when the track was initially found. Time consuming parts include measuring crawl distances from the water and dune, obtaining GPS coordinates, and completing the data form. These activities will be delayed to the return leg, allowing surveyors to obtain the data necessary for the beach cleaner and volunteers in about 10-15 min per nest.
 - d. Each ATV surveyor starting from Bid-a-Wee Beach will send up to 3 text messages to the beach cleaner indicating when surveys are completed on different sections of beach. The final message will be sent when the end of the survey area is reached (Camp Helen or St Andrews park boundary) or when they reach the east/west end boundaries on days when walking surveys are performed. The walking surveyors will send a text message when their sections are completed. In addition, the ATV and walking surveyors will send a text message to the beach cleaner when a crawl is found (false crawl or nest), noting the street address of the crawl.
4. Stranding and salvage (year-round)

Volunteers are on-call to respond to reports of dead or injured sea turtles that wash ashore. Injured turtles are taken to Gulf World for treatment. Dead turtles are measured and photographed, and a report is sent to the Florida Fish and Wildlife Research Institute. Fresh carcasses are salvaged to allow biologists to perform a necropsy. We usually have 3-10 strandings annually, although in recent years Turtle Watch volunteers have responded to mass strandings in Gulf County during winter months involving hundreds of juvenile green turtles.

5. Education, training, research and reporting (year-round)

- a. Volunteers distribute informational fliers to beachfront property owners requesting them to contact FWC if they see a nesting turtle. This is typically done at the start of the nesting season in May.
- b. Program Director prepares a report at the end of each season to fulfill contract requirements and submits forms to FWC to fulfill the requirements of our state permit.
- c. Program Director provides periodic oral and email reports during the nesting season to a County representative regarding the status of nesting activity within the survey area.
- d. Program Director and Assistant Director train volunteers and paid surveyors, give presentations on Turtle Watch to local civic groups, and coordinate activities of the Adopt-a-Nest Program with local schools and scout troops.

E. WILDLIFE OBSERVERS

1. Wildlife Observers will be provided as part of enforcement of the Leave No Trace Ordinances to ride as observers with each Leave No Trace removal crew operating on the beach after sunset. The observers will be trained in sea turtle identification procedures and listed under our state permit.
2. Wildlife Observer duties are to protect nesting and hatchling sea turtles from activities of the removal crews. The observers are responsible for informing and advising crews on how to proceed in the event of a sea turtle encounter. Specific duties include:
 - a. Ride ahead of the crew to look for nesting and hatchling turtles. If a nesting turtle or hatchlings are observed, keep the crew at least 200 feet away with all lights off until the turtle(s) have entered the water. Mark any nests after the turtle has returned to the water.
 - b. Advise crews to stay clear of marked nests.
 - c. Report all stranded wildlife to FWC's 24-hour Wildlife Hotline.
3. Wildlife Observers will bring equipment to mark nests, including wooden stakes, marking tape, red LED flashlight, cell phone, and contact information for Turtle Watch on-call volunteers and state authorities. The observers will ride in vehicles provided by the removal crews.
4. Wildlife Observers will accompany up to two removal crews operating on the beach each night during the contract period of May 1 to October 31. Observers will be provided with no less than 72 hours notice from the TDC prior to the commencement of removal operations. In 2016, observers were not required for the entire season, instead being used during May 23 to August 15 with significant periods of no work during the latter part of the season.

F. PROGRAM PARTICIPATION

1. Personnel Composition

Turtle Watch has a total of 25 personnel, the maximum allowed on our state permit, consisting of 5-10 paid and 15-20 volunteers. Some of the volunteers are retirees and some are students (high school and college), but most have full-time jobs. Since 1991, Turtle Watch has benefited from the participation of biologists, doctors, nurses, engineers, physicists, builders, teachers, social workers, and even a beachfront motel owner. Professionals can participate in Turtle Watch, because most of the volunteer activities occur at night or in the early morning. The exception is the daily survey program, which involves a time commitment that is not feasible for working people. The annual turnover rate for volunteers is about 30%.

Turtle Watch 2016 group photo.



2. Need for Paid Personnel

The above list of activities shows why Turtle Watch cannot depend solely on volunteers to check 17.6 miles of beach every day from May through August. Volunteers already spend a great deal of time checking nests at night for hatchlings. For example, 20 people spent nearly 400 hours on the beach checking 38 nests found in 2000. The nighttime monitoring requirements are due solely to the threat of beachfront lighting on the hatchlings. Most coastal communities with sea turtle programs do not have our lighting problem and thus do not have our monitoring burden of nightly checks of nests. The adoption of a comprehensive lighting ordinance in 2009 has improved the nesting habitat and, when fully enforced, should reduce the need for nighttime monitoring.

3. Role of Beachfront Businesses

The staff at motels and condos can help with monitoring by reporting nesting turtles to the police or FWC, who will then contact trained personnel with Turtle Watch. However, as helpful as this assistance can be, reliance on condo and motel hospitality staff alone for monitoring the entire beach would not be feasible, because they would have to do more than simply check a small section of beach behind their developments. In addition, the number

of hospitality staff that would have to be listed as monitors would cause us to greatly exceed the maximum allowed under our permit. Therefore, we still need dedicated Turtle Watch staff to efficiently perform the primary monitoring activities. Turtle Watch is allowed 25 people to do all the activities listed above on 17.6 miles of beach. The best way that hospitality staff can help is by immediately reporting any nests to the authorities. We encourage this participation and are happy to provide educational material for distribution to security guards and other support personnel at beachfront developments.

G. RESOURCES

1. 4 all-terrain vehicles (ATV).
2. 1 utility trailer to transport ATV.
3. 1 portable ATV ramp.
4. 2 cell phones.
5. 4 hand-held GPS units for ATV's.
6. 1 sub-meter GPS unit (improved accuracy for nest measurements)
7. 1 portable pit tag scanner (detects electronic tags embedded in turtle flippers).
8. 1 night scope (used to observe nesting and hatchling turtles).

H. FUNDING HISTORY

Turtle Watch began in 1991 as an all-volunteer effort with no financial support. We relied on beach walkers to report nesting turtles to the authorities. This was the year when large amounts of sargassum washed onto Panama City Beach. The local government used heavy equipment to bury the seaweed on the beach between the tide line and the frontal dune. This was done during the nesting season and may have destroyed unidentified turtle nests.

To better protect nesting habitat, new emergency beach cleaning procedures were developed in 1992 by the Florida Department of Natural Resources (now Florida Department of Environmental Protection) working with the Bay County Tourist Development Council. The plan required daily sea turtle surveys by trained personnel to ensure that nests were properly identified and protected. Florida Offshore, Incorporated performed the surveys during 1992-95 with funding from Bay County. The contractor employees were trained by Turtle Watch and listed under our state permit.

Large amounts of sargassum washed onto Panama City Beach in 1991. Cleanup spurred creation of daily surveys (picture by Tom Needham, News Herald)



Daily surveys were taken over by the Beach Patrol in 1996-97 as a cost-saving measure. As with Florida Offshore, Turtle Watch trained the Beach Patrol surveyors and listed them under our permit. In 1998, Turtle Watch assumed all monitoring duties in preparation for a beach nourishment project, and in 1999 the Beach Patrol resumed the surveys. The quality of the surveys deteriorated significantly under the Beach Patrol, leading Turtle Watch to take over the monitoring program at the request of the Beach Patrol.

Since 2000, RMA has been under contract with Bay County to perform sea turtle monitoring with funding from 3rd cent Tourist Development Council revenues. The annual contract amount was \$37,200 during 2001-2005 and \$42,593 during 2006-2011. An option of \$3,540 was provided for Car Surveys during the latter period which increased the contract to \$46,133, depending on the required monitoring effort during the hatching season. During 2008-2011, an additional option of \$5,000 was included for Nest Attendants to assist volunteers in checking nests at night for hatchlings. Both options increased the contract to a maximum of \$51,133. During 2010-2014, the base contract amount was \$55,394 with a Car Survey option increasing cost to \$59,474. In 2015, to accommodate changes in beach cleaning procedures, the base contract was increased to \$63,440 with Car Survey and Walking Survey options increasing cost to \$74,180.

H. 2017 BUDGET

The 2017 contract activities and amount are unchanged from last year. The contract period covers six months from May 1 to October 31.

For the morning surveys (ATV, Car, Walking), the base amount of \$63,440 excludes the Car Survey, which will increase the total by up to \$7,610 depending on the nature and extent of nesting activity. The Car Survey involves the use of paid personnel in POV's to monitor nests each morning from September 2 until the last nest hatches or is washed away by a storm, or until October 31, whichever comes first. The Walking Survey will add \$3,130 and involves the use of paid personnel to perform surveys on foot during June and July. The maximum amount is \$74,180 including the Car Survey and Walking Survey.

For the nighttime Wildlife Observer program, services will be provided at the rate of \$94 per hour in support of two removal crews operating on the beach at night. We will submit to the TDC a detailed invoice for services monthly in arrears, specifying for each observer the date, area observed, and number of hours worked.

The itemized budget is shown in the below table. The budget for the morning surveys is organized into nine categories with references to the relevant sections of this document for the work description. The budget for the Wildlife Observers is a single line (Item 10) billed at an hourly rate for services as needed during the season.

The budget includes workers' compensation insurance for the paid personnel (Items 1,2,3,10) and a \$1 million commercial liability policy (Item 6). The Director's Fee (Item 4) covers all of the program management duties, including personnel recruiting, training, and report preparation. Legal and accounting services (item 5) provide funds for the Legal Advisor and preparation of RMA's federal income tax by an accountant. Turtle Watch will supply all of the necessary equipment to perform the morning surveys and protect the nests (Items 7-9).

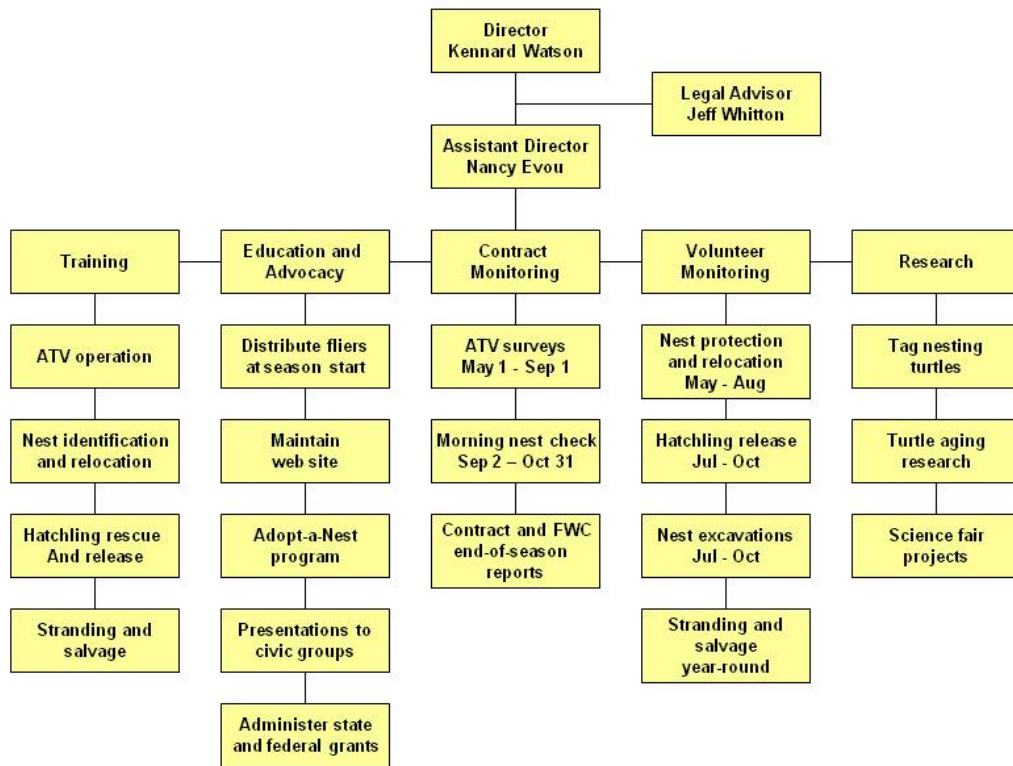
The deliverable is a report at the end of the 2017 season containing tables and figures summarizing results for the nesting season. Also included are forms required to fulfill state and federal permit requirements for the following programs: Statewide Nesting Beach Survey, Index Nesting Beach Survey, Cooperative Marine Turtle Tagging Program, Marine Turtle Disorientation Reporting, and the Sea Turtle Stranding and Salvage Network.

This contract achieves cost savings through extensive use of volunteers for nest identification, relocation, excavation, and hatchling rescue and release. As noted in Section F.2, the major need for volunteers is due to the threat of beachfront lighting, which causes hatchling disorientation rates to approach 100% in some parts of the beach. Volunteers check nests that are close to hatching each night for signs of hatchling emergence (Section D.2.b).

Turtle Watch itemized budget for 2017.

No.	Category	Section No.	Amount
1	ATV Survey, May 1 – Sep 1	D.1.a	\$24,940
2	Walking Survey, June – July	D.3.a	\$3,130
3	Car Survey, Sep 2 – Oct 31	D.2.a	\$126.83/day \$7,610 max (until last nest or Oct 31)
4	Director's Fee	B.1.a-h, C.1	\$20,000
5	Legal and Accounting Services	C.3, H	\$2,500
6	Commercial Liability Insurance	—	\$1,500
7	ATV Storage	—	\$1,500
8	ATV Purchase and Repair	—	\$7,500
9	Gas and Monitoring Supplies	—	\$5,500
<i>TOTAL ATV, Car, and Walking Surveys</i>			<i>\$63,440 base amount</i>
			<i>\$74,180 with Items 2 and 3</i>
10	Wildlife Observers	E	\$94/hr per night

Turtle Watch Organizational Flow Chart



Scope of Work (SOW)

Bay County, FL – PANAMA CITY BEACHES MARINE TURTLE MONITORING

Personnel:

The following Bay County Tourist Development Council staff will oversee this project:

Dan Rowe, Executive Director

II. Contractual

A. Narrative

Per Bay County's beach restoration (nourishment) permit (#0308975, Attachment A) and the Bay County Tourist Development Council's beach cleaning permit (#8038114_BA, Attachment B), Bay County is required to conduct an annual marine turtle monitoring program on the Panama City Beaches.

The general work plan for contractual services described herein is intended to address the 2017 permit-required daily marine turtle nest surveying, protection, and monitoring; nest relocation activities; data collection; and submission of reporting following marine turtle nesting season. The specific requirements are described in the Florida Department of Environmental Protection (FDEP) Bay County Beach Restoration permit (#0308975, Attachment A) and Bay County Tourist Development Council beach cleaning permit (#8038114_BA, Attachment B).

The Panama City Beaches are restored (nourished) beaches. The beaches were nourished in 1998-1999, 2005-2006, and most recently in 2011. It is anticipated that the next beach renourishment project – an interim project addressing four segments and totaling approximately 4.0 miles – will be under construction by late March/early April 2017. Construction completion is anticipated by April 30th, 2017; however, weather or mechanical delays could extend project construction into early May, at the start of marine turtle nesting season. Beach nourishment construction is authorized to take place during marine turtle nesting season so long as specific conditions, including additional relocation of nests, as detailed in the FDEP beach nourishment permit (#0308975, Attachment A), are met.

The Bay County TDC routinely cleans the Panama City Beaches using mechanized equipment. This cleaning is authorized to take place during marine turtle nesting season so long as specific conditions, as detailed in the FDEP beach cleaning permit (#8038114_BA, Attachment B), are met.

In order to conduct marine turtle nest monitoring and relocation work, the consultant must have, or be qualified to obtain, a marine turtle permit issued by the Florida Fish and Wildlife Conservation Commission (FFWCC), pursuant to Florida Administrative Code 68E-1, Permits for Collection and Possession of Indigenous Saltwater Animals for Experimental, Scientific, Educational or Exhibitional Purposes (Attachment C).

B. General Work Plan

1. Surveying, Protection, and Monitoring

The consultant will conduct the permit-required (Attachments A and B), daily marine turtle nest surveying, protection, and monitoring of the Panama City Beaches during marine turtle nesting season. On the Panama City Beaches, Bay County, Florida, marine turtle nesting season officially runs from May 1st through October 31st. The Panama City Beaches, Bay County, Florida are approximately 18 miles long – from the western terminus of St. Andrews State Park at FDEP R-monument, R-92 to the Bay County/Walton County line west of the Pinnacle Port resort complex at FDEP R-0.5.

The consultant will conduct the daily marine turtle nest surveying between May 1st and September 30th; protection and monitoring will continue through October 31st. The consultant will begin the daily surveying and marking no earlier than sunrise each day and complete the daily surveying and marking by 8 am. The consultant will mark all nests with stake and survey tape or string in an area having a radius of at least three (3) feet, centered at the approximate location of the clutch. The consultant will attach an information sign. The consultant will record the GPS coordinates of each nest and an additional marker shall be placed at the base of the dune or seawall to ensure that future location of the nests will be possible should the on-beach markings be lost.

The consultant will inspect nest sites daily to assure nest markers remain in place and the nest has not been disturbed. The consultant will monitor the nests for hatching in order to determine hatching and emerging success, as well as hatchling disorientation.

2. Relocation

The consultant will conduct any nest relocation and marking activities in accordance with FFWCC guidelines and their marine turtle permit. Current guidelines and conditions permit or require any nest relocation and marking activities to be conducted between sunrise and by 9 am each day. Nests that require relocation are those laid too close to the water and thus susceptible to tidal inundation or too close to a beach outfall and thus susceptible to stormwater flooding. Nests shall be relocated to a nearby self-release beach site, in a secure setting where artificial lighting will not interfere with hatchling orientation. Relocated nests shall not be placed in organized groupings; relocated nests shall be randomly staggered along the length and width of the beach in settings that are not expected to experience daily inundation by high tides, not known to routinely experience severe erosion and egg loss, and not be subject to artificial lighting.

3. Special Conditions During Beach Nourishment Construction

It is anticipated that the next beach renourishment project – an interim project addressing four segments and totaling approximately 4.0 miles – will be under construction by late March/early April 2017. Construction completion is anticipated by April 30th, 2017; however, weather or mechanical delays could extend project construction into early May, at the start of marine turtle nesting season.

Beach nourishment construction is authorized to take place during marine turtle nesting season so long as specific conditions, including additional relocation of nests, as detailed in the FDEP beach nourishment permit are met (#0308975, Attachment A).

In the event that beach nourishment construction is occurring during marine turtle nesting season, the consultant will perform additional relocation activities as described in the FDEP beach nourishment permit (#0308975, Attachment A). Only those nests that will be affected by construction activities shall be relocated between sunrise and by 9 am each day. Nests shall be relocated to a nearby self-release beach site, in a secure setting where artificial lighting will not interfere with hatchling orientation. Relocated nests shall not be placed in organized groupings; relocated nests shall be randomly staggered along the length and width of the beach in settings that are not expected to experience daily inundation by high tides, not known to routinely experience severe erosion and egg loss, and not be subject to artificial lighting.

Nest relocations associated with construction activities shall cease when construction activities no longer threaten nests. Nests deposited within the areas where nourishment activities have ceased or will not occur for 65 days or nests laid in the nourished berm prior to tilling shall be marked and remain in situ unless other factors threaten the success of the nest (as described in 2.). Such nests will be marked and the actual location of the clutch determined. The consultant will mark all nests with stake and survey tape or string in an area having a radius of at least three (3) feet, centered at the approximate location of the clutch. The consultant will attach an information sign. The consultant will record the GPS coordinates of each nest and an additional marker shall be placed at the base of the dune or seawall to ensure that future location of the nests will be possible should the on-beach markings be lost. These special conditions are subject to change per modification(s) issued to the FDEP beach nourishment permit.

The consultant will coordinate with the beach nourishment contractor on nourishment activities, and will communicate with the beach nourishment contractor each morning to ensure the work area has been cleared.

4. Special Conditions During Summer Beach Cleaning

Beginning in the summer of 2015, with the assistance of the contractor the Bay County TDC increased its daily beach cleaning and grooming efforts on the beach. During the current contract year the consultant will provide adequate staffing and coordinate with the TDC to achieve a daily monitoring schedule and performance that will allow for cleaning and grooming efforts that are materially equivalent to 2015 and 2016.

In addition, the consultant will provide wildlife observers to ride ahead of the Leave No Trace removal crews operating on the beach after dark. The consultant will provide wildlife observers for up to two Leave No Trace removal crews between May 1st and October 31st depending on the needs of the Bay County TDC.

5. Data Collection and Reporting

The consultant will submit a report on all nesting activity and marine turtle protection measures taken during the marine turtle nesting season to Bay County, FFWCC, and the USFWS, within one month of the end of the nesting season. Reports submitted shall include ALL permit-required information (Attachment A), which includes daily report sheets noting all activity, nesting success, hatching success, emergence success, disorientation of hatchlings, dates of any beach nourishment construction, and names of all personnel involved in nest surveys and relocation activities. The report and all data (in excel spreadsheet form) shall be submitted in the FWC-desired format in both hard copy and electronic form. In order to satisfy beach nourishment federal Biological Opinion requirements, the consultant will also provide turtle nesting summary data in the FWS-required format (Attachment D) in both hard copy and electronic form.

In order to keep the community informed and provide the public information about the status of marine turtle nests, the consultant will provide a website, which will be updated at least every three (3) days during the marine turtle nesting season, with information on nesting and hatching activity.

5. Marine Turtle Permit

The consultant must have, or be qualified to obtain, a marine turtle permit issued by FFWCC, pursuant to Florida Administrative Code 68E-1, Permits for Collection and Possession of Indigenous Saltwater Animals for Experimental, Scientific, Educational or Exhibitional Purposes (Attachment C), in order to conduct the nest surveying and relocation activities described above.

6. Equipment and Supplies

The consultant will supply all equipment and supplies necessary to complete the marine turtle monitoring program. The consultant will be authorized to operate up to four small, motorized ATV-type vehicles on the Panama City Beaches in order to conduct the monitoring program. Approximately seven (7) vehicle accesses exist along the marine turtle monitoring beach, which is subject to change. Approximately one hundred (100) public beach accesses are available for pedestrian access, also subject to change. Supplies will include, at minimum, the stakes, tape or string, information signs, and GPS necessary to mark marine turtle nests, and coolers and padding to transport eggs for relocation.

Attachment A



FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

MARJORY STONEMAN DOUGLAS BUILDING
3900 COMMONWEALTH BOULEVARD
TALLAHASSEE, FLORIDA 32399-3000

RICK SCOTT
GOVERNOR

HERSCHEL T. VINYARD JR.
SECRETARY

CONSOLIDATED JOINT COASTAL PERMIT AND SOVEREIGN SUBMERGED LANDS AUTHORIZATION

PERMITTEE:

Bay County Tourist Development Council
c/o Dan Rowe, President
17001 Panama City Beach Parkway
Panama City Beach, Florida 33431

PERMIT INFORMATION:

Permit Number: 0308975-001-JC

Project Name: Panama City Beaches
Nourishment

AGENT:

Coastal Planning and Engineering, Inc.
c/o Stephen Keehn
2481 Northwest Boca Raton Boulevard
Boca Raton, Florida 32413

County: Bay

Issuance Date: September 6, 2013

Expiration Date: **September 6, 2028**

REGULATORY AUTHORIZATION:

This permit is issued under the authority of Chapter 161 and Part IV of Chapter 373, Florida Statutes (F.S.), and Title 62, Florida Administrative Code (F.A.C.). Pursuant to Operating Agreements executed between the Department of Environmental Protection (Department) and the water management districts, as referenced in Chapter 62-113, F.A.C., the Department is responsible for reviewing and taking final agency action on this activity.

PROJECT DESCRIPTION:

The activity is a beach nourishment project involving 17.5 miles of shoreline. The nourishment events will use approximately 3.0 million cubic yards of dredged material from seven offshore borrow areas (BAs). When smaller nourishment events (requiring less than 200,000 cubic yards of fill) are conducted to repair hot spot erosion, upland sand sources will be used.

PROJECT LOCATION:

The project is located in Bay County, and extends into the Gulf of Mexico, Class III Waters. The beach nourishment area extends from 1,000 feet west of Department monument R-1 (near the Lake Powell outlet) to 600 feet east of R-92 (near St. Andrews Bay Inlet), in Section 31, Township 2 South, Range 17 West; Sections 4-6, 9-11, 13, 14, 18-21, 27, 28, 34-36, Township 3 South, Ranges 16 and 17 West; Sections 1, 6-8, 15-17, 21, 22, Township 4 South, Range 15 West. BA O2 is located offshore of R-77 and BA O3 is located offshore of R-81. BAs 5c and 11 are located in the ebb shoal of St. Andrews Bay Inlet. BA 10 is located in the interior

inlet channel. BA 6 is located in the exterior inlet channel. BA S1-A is located southeast of the inlet, offshore of R-104. The following portions of the project are situated within the St. Andrews Aquatic Preserve, OFW: approximately the southeastern 600 feet of the nourishment area and BAs 5c, 6, 10, 11 and S1-A.

PROPRIETARY AUTHORIZATION:

This activity also requires a proprietary authorization, as the activity is located on sovereign submerged lands held in trust by the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees), pursuant to Article X, Section 11 of the Florida Constitution, and Sections 253.002 and 253.77, F.S. The activity is not exempt from the need to obtain a proprietary authorization. The Board of Trustees delegated, to the Department, the responsibility to review and take final action on this request for proprietary authorization in accordance with Section 18-21.0051, F.A.C., and the Operating Agreements executed between the Department and the water management districts, as referenced in Chapter 62-113, F.A.C. This proprietary authorization has been reviewed in accordance with Chapter 253 and Chapter 258, F.S., Chapter 18-20, F.A.C., Chapter 18-21, F.A.C., Section 62-343.075, F.A.C., and the policies of the Board of Trustees.

As staff to the Board of Trustees, the Department has reviewed the project described above, and has determined that the beach placement activity qualifies for a Letter of Consent to use sovereign, submerged lands, as long as the work performed is located within the boundaries as described herein and is consistent with the terms and conditions herein. Therefore, consent is hereby granted pursuant to Chapter 253.77, F.S., to perform the activity on the specified sovereign submerged lands.

The Department has also determined that the dredging activity requires a public easement for the use of those lands for more than 5 years, pursuant to Chapter 253.77, F.S. The Department intends to issue the public easement, subject to the conditions of the permit and the Recommended Proprietary Action (entitled *Delegation of Authority*).

The final documents required to execute the easement have been sent to the Division of State Lands. The Department intends to issue the easement upon satisfactory execution of those documents. **You may not begin construction of this activity on state-owned, sovereign submerged lands until the easement has been executed to the satisfaction of the Department.**

COASTAL ZONE MANAGEMENT:

This permit constitutes a finding of consistency with Florida's Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act.

WATER QUALITY CERTIFICATION:

Granting the associated variance to the antidegradation provisions in Rule 62-4.242(2)(a)2.b., F.A.C., authorizes the Permittee to exceed state water quality standards.

Therefore, the Department hereby waives water quality certification pursuant to Section 401 of the Clean Water Act, 33 U.S.C. 1341.

OTHER PERMITS:

Authorization from the Department does not relieve you from the responsibility of obtaining other permits (Federal, State, or local) that may be required for the project. When the Department received your permit application, a copy was sent to the U.S. Army Corps of Engineers (Corps) for review. The Corps will issue their authorization directly to you, or contact you if additional information is needed. If you have not heard from the Corps within 30 days from the date that your application was received by the Department, contact the nearest Corps regulatory office for status and further information. Failure to obtain Corps authorization prior to construction could subject you to federal enforcement action by that agency.

AGENCY ACTION:

The above named Permittee is hereby authorized to construct the work outlined in the activity description and activity location of this permit and shown on the approved permit drawings, plans and other documents attached hereto. This agency action is based on the information submitted to the Department as part of the permit application, and adherence with the final details of that proposal shall be a requirement of the permit. **This permit and authorization to use sovereign submerged lands are subject to the General Conditions and Specific Conditions, which are a binding part of this permit and authorization.** Both the Permittee and their Contractor are responsible for reading and understanding this permit (including the permit conditions and the approved permit drawings) prior to commencing the authorized activities, and for ensuring that the work is conducted in conformance with all the terms, conditions and drawings.

GENERAL CONDITIONS:

1. All activities authorized by this permit shall be implemented as set forth in the plans and specifications approved as a part of this permit, and all conditions and requirements of this permit. The Permittee shall notify the Department in writing of any anticipated deviation from the permit prior to implementation so that the Department can determine whether a modification of the permit is required pursuant to section 62B-49.008, Florida Administrative Code.
2. If, for any reason, the Permittee does not comply with any condition or limitation specified in this permit, the Permittee shall immediately provide the Beaches, Inlets and Ports Program (BIPP) and the appropriate District office of the Department with a written report containing the following information: a description of and cause of noncompliance; and the period of noncompliance, including dates and times; or, if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance.
3. This permit does not eliminate the necessity to obtain any other applicable licenses or permits that may be required by federal, state, local, special district laws and regulations.

This permit is not a waiver or approval of any other Department permit or authorization that may be required for other aspects of the total project that are not addressed in this permit.

4. This permit conveys no title to land or water, does not constitute State recognition or acknowledgment of title, and does not constitute authority for the use of sovereignty land of Florida seaward of the mean high-water line, or, if established, the erosion control line, unless herein provided and the necessary title, lease, easement, or other form of consent authorizing the proposed use has been obtained from the State. The Permittee is responsible for obtaining any necessary authorizations from the Board of Trustees of the Internal Improvement Trust Fund prior to commencing activity on sovereign lands or other state-owned lands.
5. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered specifically approved unless a specific condition of this permit or a formal determination under section 373.421(2), F.S., provides otherwise.
6. This permit does not convey to the Permittee or create in the Permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the Permittee. The issuance of this permit does not convey any vested rights or any exclusive privileges.
7. This permit or a copy thereof, complete with all conditions, attachments, plans and specifications, modifications, and time extensions shall be kept at the work site of the permitted activity. The Permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
8. The Permittee, by accepting this permit, specifically agrees to allow authorized Department personnel with proper identification and at reasonable times, access to the premises where the permitted activity is located or conducted for the purpose of ascertaining compliance with the terms of the permit and with the rules of the Department and to have access to and copy any records that must be kept under conditions of the permit; to inspect the facility, equipment, practices, or operations regulated or required under this permit; and to sample or monitor any substances or parameters at any location reasonably necessary to assure compliance with this permit or Department rules. Reasonable time may depend on the nature of the concern being investigated.
9. At least forty-eight (48) hours prior to commencement of activity authorized by this permit, the Permittee shall submit to the Joint Coastal Permitting (JCP) Compliance Officer and the appropriate District office of the Department a written notice of commencement of construction indicating the actual start date and the expected completion date and an affirmative statement that the Permittee and the contractor, if one

is to be used, have read the general and specific conditions of the permit and understand them.

10. If historic or archaeological artifacts, such as, but not limited to, Indian canoes, arrow heads, pottery or physical remains, are discovered at any time on the project site, the Permittee shall immediately stop all activities in the immediate area that disturb the soil in the immediate locale and notify the State Historic Preservation Officer and the JCP Compliance Officer. In the event that unmarked human remains are encountered during permitted activities, all work shall stop in the immediate area and the proper authorities notified in accordance with Section 872.02, F.S.
11. Within 30 days after completion of construction or completion of a subsequent maintenance event authorized by this permit, the Permittee shall submit to the JCP Compliance Officer and the appropriate District office of the Department a written statement of completion and certification by a registered professional engineer. This certification shall state that all locations and elevations specified by the permit have been verified; the activities authorized by the permit have been performed in compliance with the plans and specifications approved as a part of the permit, and all conditions of the permit; or shall describe any deviations from the plans and specifications, and all conditions of the permit. When the completed activity differs substantially from the permitted plans, any substantial deviations shall be noted and explained on two paper copies and one electronic copy of as-built drawings submitted to the JCP Compliance Officer.

SPECIFIC CONDITIONS:

1. The terms, conditions and provisions of the required easement shall be met. The Notice to Proceed shall not be issued, and construction of this activity shall not commence on sovereign submerged lands, title to which is held by the Board of Trustees, until all easement documents have been executed to the satisfaction of the Department.
2. No work shall be conducted until and unless the Department issues a Final Order of Variance (File No. 0308975-002-EV) from Rule 62-4.244(5)(c), F.A.C., to establish an expanded mixing zone and Rule 62-4.242(2)(a)2.b., F.A.C., to establish a maximum allowable turbidity level above background for work within Outstanding Florida Waters (OFW) for this project.
3. All reports or notices relating to this permit shall be sent to the DEP, Division of Water Resource Management, JCP Compliance Officer, 3900 Commonwealth Boulevard, Mail Station 300, Tallahassee, Florida 32399-3000 (e-mail address: [JCP Compliance@dep.state.fl.us](mailto:JCPCompliance@dep.state.fl.us)).
4. The Permittee shall not store or stockpile tools, equipment, materials, etc., within littoral zones or elsewhere within surface waters of the state without prior written approval from the Department. Storage, stockpiling or access of equipment on, in, over or through

seagrass (or other aquatic vegetation) beds or wetlands is prohibited unless within a work area or ingress/egress corridor specifically approved by this permit. Anchoring or spudding of vessels and barges within beds of aquatic vegetation or over hardbottom areas is also prohibited.

5. The Permittee shall not conduct project operations or store project-related equipment in, on or over dunes, or otherwise impact dune vegetation, outside the approved staging, beach access and dune restoration areas designated in the permit drawings.
6. **Pre-Construction Conference.** The Permittee shall conduct a pre-construction conference to review the specific conditions and monitoring requirements of this permit with Permittee's contractors, the engineer of record, the individuals responsible for turbidity, marine turtle and shorebird monitoring, and the JCP Compliance Officer (or designated alternate) prior to each construction event. The meeting will provide an opportunity for explanation and/or clarification of wildlife protection measures as well as additional guidelines when construction occurs during nesting season, such as staging equipment and reporting within the work area as well as follow up meetings during construction. In order to ensure that appropriate representatives are available for the meeting, at least fourteen (14) days prior to the intended commencement date for the permitted construction, the Permittee is advised to contact the Department, and the other agency representatives listed below:

DEP, Division of Water Resource Management
JCP Compliance Officer
Mail Station 300
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000
phone: (850) 414-7716
e-mail: JCP.Compliance@dep.state.fl.us

DEP, Northwest District Office
Submerged Lands and Environmental Resources
160 Governmental Center, Pensacola, Florida 32502
phone: (850)-595-8300

Imperiled Species Management Section
Florida Fish & Wildlife Conservation Commission
620 South Meridian Street
Tallahassee, Florida 32399-1600
phone: (850) 922-4330
fax: (850) 921-4369 or email: marineturtle@myfwc.com

U.S. Fish and Wildlife Service
1601 Balboa Avenue

Panama City, Florida 32405
phone: (850) 769-0552

The Permittee is also advised to schedule the pre-construction conference at least a week prior to the intended commencement date. At least seven (7) days in advance of the pre-construction conference, the Permittee shall provide written notification, advising the participants (listed above) of the agreed-upon date, time and location of the meeting, and also provide a meeting agenda and a teleconference number.

7. The Permittee shall not commence any construction event until a written **Notice to Proceed** (NTP) is issued by the Department for that event. Prior to issuance of the NTP, the following items must be submitted to the Department (Attn: JCP Compliance Officer) for review and approval:
 - a. One (1) electronic copy of the final plans and specifications, which must be consistent with the activity description of this permit and the approved permit drawings. If electronic certification is not available, a hard copy of the plans and specifications would also be required. The Permittee shall point out any deviations from the activity description or the approved permit drawings, and any significant changes would require a permit modification. The plans and specifications shall be accompanied by a letter indicating the project name, the permit number, the type of construction activity, the specific type of equipment to be used, the anticipated volume of material to be moved (if applicable) and the anticipated schedule. Further, the Permittee shall specify any anticipated sites that will be used (such as a disposal or re-use location) and appropriate contact information for those facilities.
 - b. When dune construction is planned in conjunction with a beach nourishment event, two copies of a dune restoration/revegetation plan shall be submitted for Department review and approval. When a dune restoration/revegetation construction project is planned separately from a beach nourishment event, a separate Notice to Proceed shall be required by the Department for that event, and two copies of the dune restoration/revegetation project shall be submitted for Department review and approval.
 - c. The names, credentials and contact information of the individuals who will be responsible for monitoring turbidity. These individuals shall have prior professional experience with turbidity monitoring of beach restoration or nourishment projects and shall be independent of the dredging or construction contractors.
8. The Permittee shall notify staff at the St. Andrews Aquatic Preserve (with a copy to JCP Compliance Officer) at least 90 days prior to commencement of dredging.

9. Best management practices (BMPs) shall be used at all times during construction to minimize turbidity at both the borrow and fill sites. When fill material is hydraulically pumped onto the beach, these BMPs shall include constructing dikes parallel to the shore and landward of mean high water and discharging the sand/water slurry pumped from the borrow site along the landward side of the dikes. When the sand/water slurry is hydraulically pumped onto the beach, the opening of the discharge pipe shall be at least 200 feet from the end of the dike where slurry water flows back into the open waters of the state.
10. Dredging of Borrow Area 10 with an overflowing hopper dredge shall not occur during an incoming tide.
11. Prior to each use of Borrow Areas 6 and 10, the quality of the sand contained within the navigation channels shall be subject to review and approval by the Department. Analysis of the sediment from these borrow areas shall be submitted to the Department for review 60 days before construction.
12. Sediment grain size analysis of upland sand sources that are proposed for each hotspot nourishment shall be submitted to the Department for review and approval 60 days before construction.
13. Sediment quality shall be assessed as outlined in the Sediment QA/QC plans (attached). Any occurrences of unacceptable material shall be handled according to the protocols set forth in the attached Sediment QA/QC plans. The sediment testing result shall be submitted to FDEP within 90 days following the completion of beach construction. The Sediment QC/QA plans include the following:
 - a. If during construction, the Permittee or Engineer determines that the beach fill material does not comply with the sediment compliance specifications, measures shall be taken to avoid further placement of noncompliant fill, and the sediment inspection results shall be reported to the Department.
 - b. The Permittee shall submit post-construction sediment testing results and an analysis report as outlined in the Sediment QC/QA plan to the Department within 90 days following beach construction. The sediment testing results shall be certified by a P.E. or P.G. from the testing laboratory. A summary table of the sediment samples and test results for the sediment compliance parameters as outlined in Table 1 of the Sediment QC/QA plan shall accompany the complete set of laboratory testing results. A statement of how the placed fill material compares to the sediment analysis and volume calculations from the geotechnical investigation shall be included in the sediment testing results report.

- c. A post-remediation report containing the site map, sediment analysis, and volume of noncompliant fill material removed and replaced shall be submitted to the Department within 7 days following completion of remediation activities.
14. In the event Phillips Inlet (Lake Powell Outlet) is open within 3,000 meters of beach nourishment activities, and is not actively draining flood water from the Lake, the Permittee may temporarily close the Outlet after notifying the Florida Park Service, Bay County and the Department. After beach nourishment activities have been completed within 3,000 meters of the Outlet, the Permittee shall reopen the Outlet if necessary. While beach nourishment is under way within 3,000 meters of the Outlet, should the Outlet require opening due to flood control needs, or it is actively draining flood water from the Lake when nourishment begins, the Permittee shall monitor the direction of flow in the Outlet to insure a turbidity plume does not enter Lake Powell. Once the Lake has reached a tidally influenced level, the Permittee may again close the Outlet, as specified above.

FISH AND WILDLIFE PROTECTIVE MEASURES:

15. **Manatee, Marine Turtle, and Shorebird Protection Conditions.** During all construction authorized by this permit, the Permittee shall comply with the following conditions intended to protect manatees and marine turtles from direct project effects:
- a. All personnel associated with the project shall be instructed about the presence of marine turtles, manatees and manatee speed zones, and the need to avoid collisions with (and injury to) these protected marine species. The Permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
 - b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels shall follow routes of deep water whenever possible.
 - c. Siltation or turbidity barriers shall be made of material in which manatees and marine turtles cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid entanglement or entrapment. Barriers must not impede manatee or marine turtle movement.
 - d. All on-site project personnel are responsible for observing water-related activities for the presence of marine turtles and manatee(s). **All in-water operations, including vessels, shall be shutdown if a marine turtle or manatee comes within 50 feet of the operation.** Activities shall not resume until the animal(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes

elapses if the animal(s) has not reappeared within 50 feet of the operation.
Animals shall not be herded away or harassed into leaving.

- e. Any collision with or injury to a marine turtle or manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922, and to FWC at ImperiledSpecies@myFWC.com. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service (FWS) in Jacksonville at 1-904-731-3336.
- f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the Permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8 ½" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. The approved signs can be viewed at MyFWC.com/manatee. Questions concerning these signs can be sent to the email address listed above.
- g. All personnel associated with the project shall be instructed about the potential presence of nesting shorebirds and the need to avoid take of (including disturbance to) these protected species.
- h. All vehicles shall be operated in accordance with the FWC's Best Management Practices for Operating Vehicles on the Beach (<http://myfwc.com/conservation/you-conserve/wildlife/beach-driving/>). Specifically, the vehicle must be operated at a speed <6 mph and run at or below the high-tide line or the lowest practical elevations unless beach conditions require driving above the high-tide line, in which case, vehicles must not enter areas posted for sea turtle or shorebird nesting, and must return to at or below the high-tide line as soon as beach conditions allow..

Fish and Wildlife Protection Conditions for Dredging Activities:

- 16. **Hopper Dredging.** In the event a hopper dredge is utilized, the following requirements shall be met in addition to the Terms and Conditions of the applicable NMFS Regional Biological Opinion for Hopper Dredging (South Atlantic or Gulf of Mexico):
 - a. Handling of captured sea turtles or sea turtle shall be conducted only by persons with prior experience and training in these activities and who is duly authorized to conduct such activities through a valid Marine Turtle Permit issued by the FWC, pursuant to Rule 68E-1, F.A.C.

- b. Standard operating procedure shall be that dredging pumps shall be disengaged by the operator, or the draghead bypass valve shall be open and in use when the dragheads are not firmly on the bottom, to minimize impingement or entrainment of sea turtles within the water column. This precaution is especially important during the cleanup phase of dredging operations.
- c. A state-of-the-art rigid deflector draghead must be used on all hopper dredges in all channels at all times of the year.
- d. The Sea Turtle Stranding and Salvage Network (STSSN) Coordinator shall be notified at 1-904-573-3930 or via e-mail at Allen.Foley@myfwc.com of the start-up and completion of hopper dredging operations. In the event of capturing or recovering marine turtles or marine turtle parts, the STSSN should be contacted at 1-888-404-FWCC (3922).
- e. Relocation trawling or non-capture trawling shall be implemented in accordance with the applicable NMFS Biological Opinion and Incidental Take authorization. Any activity involving the use of nets to harass and/or to capture and handle marine turtles in Florida waters requires a Marine Turtle Permit from FWC.
 - i.) The permittee or their contractor shall e-mail (MTP@MyFWC.com) weekly reports to the Imperiled Species Management section on Friday each week that trawling is conducted in Florida waters. These weekly reports shall include: the species and number of turtles captured in Florida waters, general health, and release information. A summary (FWC provided Excel spreadsheet) of all trawling activity, including non-capture trawling, and all turtles captured in Florida waters, including all measurements, the latitude and longitude (in decimal degrees) of captures and tow start-stop points, and times for the start-stop points of the tows, including those tows on which no turtles are captured, shall be submitted to MTP@myfwc.com by January 15 of the following year or at the end of the project.

Fish and Wildlife Protection Conditions for Beach Placement of Material:

- 17. **Beach Maintenance.** All derelict concrete, metal, and coastal armoring material and other debris shall be removed from the beach prior to any material placement to the maximum extent practicable. If debris removal activities will take place during shorebird breeding or sea turtle nesting seasons, the work shall be conducted during daylight hours only and shall not commence until completion of daily seabird, shorebird or sea turtle surveys each day. All excavations and temporary alterations of the beach topography shall be filled or leveled to the natural beach profile prior to 9 p.m. each day.
- 18. **Nesting Seabird and Shorebird Protection Conditions:** Nesting seabird and shorebird (i.e. shorebird) surveys should be conducted by trained individuals (Bird Monitor) with proven shorebird identification skills and avian survey experience. The Bird Monitor's

primary responsibility shall be shorebird monitoring. A list of candidate Bird Monitors with their contact information, summary of qualifications including bird identification skills, and avian survey experience shall be provided to the DEP and FWC. This information shall be submitted to the FWC regional biologist (contact information attached) prior to any construction or hiring for shorebird surveys for revision and consultation. Bird Monitors shall use the following survey protocols:

- a. Bird Monitors shall review and become familiar with the general information, employ the data collection protocol, and implement data entry procedures outlined on the FWC's Florida Shorebird Database (FSD) website (www.FLShorebirdDatabase.org). An outline of data to be collected, including downloadable field data sheets, is available on the website.
- b. Breeding season varies by species. Most species have completed the breeding cycle by September 1, but flightless young may be present through September. The following dates are based on the best available information regarding ranges and habitat use by species in the project area: February 15 – September 1.

Breeding season surveys shall begin on the first day of the breeding season or 10 days prior to project commencement (including surveying activities and other pre-construction presence on the beach), whichever is later. Surveys shall be conducted through August 31st or until all breeding activity has concluded, whichever is later.

- c. Breeding season surveys shall be conducted in all potential beach-nesting bird habitats within the project boundaries that may be impacted by construction or pre-construction activities. Portions of the project in which there is no potential for project-related activity during the nesting season may be excluded. One or more shorebird survey routes shall be established in the FSD website to cover these areas.
- d. During the pre-construction and construction phases of the project, surveys for detecting breeding activity and the presence of flightless chicks will be completed on a daily basis prior to movement of equipment, operation of vehicles, or other activities that could potentially disrupt breeding behavior or cause harm to the birds or their eggs or young.
- e. Surveys shall be conducted by walking the length of the project area and visually surveying for the presence of shorebirds exhibiting breeding behavior, shorebird/seabird chicks, or shorebird/seabird juveniles as outlined in the FSD *Breeding Bird Protocol for Shorebirds and Seabirds*. Use of binoculars is required.

If an ATV or other vehicle is needed to cover large project areas, operators shall adhere to the FWC's Best Management Practices for Operating Vehicles on the Beach (<http://myfwc.com/conservation/you- conserve/wildlife/beach-driving/>). Specifically, the vehicle must be operated at a speed <6 mph and run at or below the high-tide line. The Bird Monitor will stop at no greater than 200 meter intervals to visually inspect for breeding activity.

- f. Once breeding is confirmed by the presence of a scrape, eggs, or young, the Bird Monitor will notify the FWC Regional Species Conservation Biologist (**contact information attached**) within 24 hours. All breeding activity will be reported to the FSD website within one week of data collection.
19. *Seabird and Shorebird Buffer Zones and Travel Corridors.* Within the project area, the permittee shall establish a disturbance-free buffer zone around any location where shorebirds have been engaged in breeding behavior, including territory defense. A 300 foot-wide buffer is considered adequate based on published studies. However, a smaller, site-specific buffer may be implemented upon approval by the FWC Regional Species Conservation Biologist (**contact information attached**) as needed. All sources of human disturbance (including pedestrians, pets, and vehicles) shall be prohibited in the buffer zone.
- a. The Bird Monitor shall keep breeding sites under sufficient surveillance to determine if birds appear agitated or disturbed by construction or other activities in adjacent areas. If birds do appear to be agitated or disturbed by these activities, then the width of the buffer zone shall be increased immediately to a sufficient size to protect breeding birds.
 - b. Reasonable and traditional pedestrian access should not be blocked where breeding birds will tolerate pedestrian traffic. This is generally the case with lateral movement of beach-goers walking parallel to the beach at or below the highest tide line. Pedestrian traffic may also be tolerated when breeding was initiated within 300 feet of an established beach access pathway. The permittee shall work with the FWC Regional Species Biologist to determine if pedestrian access can be accommodated without compromising nesting success.
 - c. Designated buffer zones must be marked with posts, twine, and signs stating "Do Not Enter, Important Nesting Area" or similar language around the perimeter which includes the name and a phone number of the entity responsible for posting. Posts should not exceed 3' in height once installed. Symbolic fencing (twine, string, or rope) should be placed between all posts at least 2.5' above the ground and rendered clearly visible to pedestrians. If pedestrian pathways are approved by the FWC Regional Species Conservation Biologist within the 300-foot buffer zone, these should be clearly marked. The posting shall be maintained in good repair until breeding is completed or terminated. Although solitary nesters may leave the buffer zone with their chicks, the posted area continues to

provide a potential refuge for the family until breeding is complete. Breeding is not considered to be completed until all chicks have fledged.

- d. No construction activities, pedestrians, movement of vehicles, or stockpiling of equipment shall be allowed within the buffer area.
 - e. Travel corridors shall be designated and marked outside the buffer areas so as not to cause disturbance to breeding birds. Heavy equipment, other vehicles, or pedestrians may transit past breeding areas in these corridors. However, other activities such as stopping or turning shall be prohibited within the designated travel corridors adjacent to the breeding site. When flightless chicks are present within or adjacent to travel corridors, movement of vehicles shall be accompanied by the Bird Monitor who will ensure no chicks are in the path of the moving vehicle and no tracks capable of trapping flightless chicks result.
 - f. To discourage nesting within the travel corridor, it is recommended that the Permittee should maintain some activity within these corridors on a daily basis, without disturbing any nesting shorebirds documented on site or interfering with sea turtle nesting, especially when those corridors are established prior to commencement of construction.
20. **Notification.** If shorebird breeding occurs within the project area, a bulletin board shall be placed and maintained in the construction staging area with the location map of the construction site showing the bird breeding areas and a warning, clearly visible, stating that “NESTING BIRDS ARE PROTECTED BY LAW INCLUDING THE FLORIDA ENDANGERED AND THREATENED SPECIES ACT AND THE STATE and FEDERAL MIGRATORY BIRD ACTS”.
21. **Marine Turtle Nest Surveys and Relocation.** For sand placement projects that occur during the period from May 1 through October 31, daily early morning (before 9 a.m.) surveys shall be conducted, and eggs shall be relocated per the requirements below (a to c) until completion of the project (*Note: sea turtle monitors shall not enter posted shorebird buffer areas to conduct monitoring or to relocate nests*). Monitoring and reporting should continue throughout the nesting season and should be conducted according to *Post-construction Monitoring and Reporting Marine Turtle Protection Conditions* included in this document.

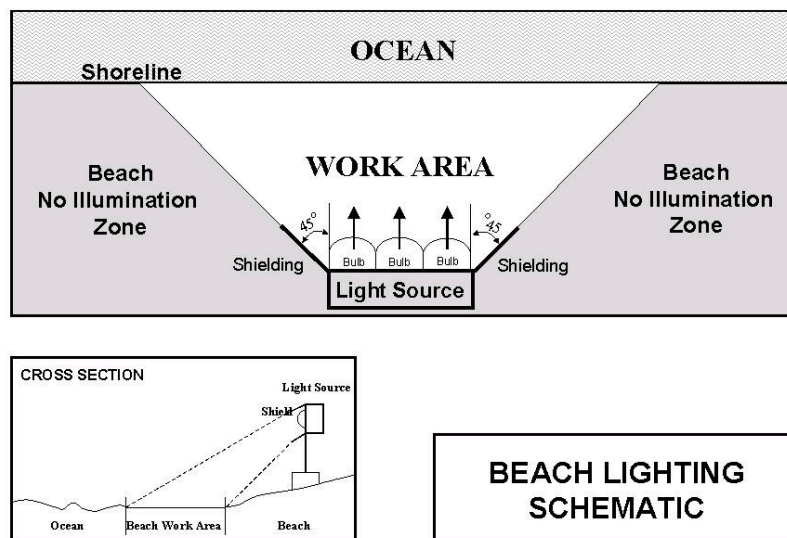
Nesting surveys shall be initiated 65 days prior to sand placement activities or by May 1 whichever is later. Nesting surveys and egg relocations shall continue through the end of the project or September 30 whichever is earlier. If nests are laid in areas where they may be affected by construction activities, eggs shall be relocated per the requirements listed in a through c below. Monitoring should resume the following nesting season and should be conducted according to *Post-construction Monitoring and Reporting Marine*

Turtle Protection Conditions included in this document.

- a. Nesting surveys and egg relocations shall only be conducted by persons with prior experience and training in these activities and who are duly authorized to conduct such activities through a valid permit issued by FWC, pursuant to F.A.C 68E-1. Please contact FWC's Marine Turtle Management Program in Tequesta at MTP@myfwc.com for information on the permit holder in the project area. It is the responsibility of the permittee to ensure that nesting surveys are completed. Nesting surveys shall be conducted daily between sunrise and 9 a.m. (in all time zones).
 - b. Only those nests in the area where sand placement shall occur shall be relocated. Nest relocation shall not occur upon completion of sand placement. Nests requiring relocation shall be moved no later than 9 a.m. the morning following deposition to a nearby self-release beach site in a secure setting where artificial lighting will not interfere with hatchling orientation. Relocated nests shall not be placed in organized groupings. Relocated nests shall be randomly staggered along the length and width of the beach in settings that are not expected to experience daily inundation by high tides or known to routinely experience severe erosion and egg loss, or that are subject to artificial lighting. Nest relocations in association with construction activities shall cease when sand placement activities no longer threaten nests.
 - c. Nests deposited within areas where construction activities have ceased or will not occur for 65 days or nests laid in the nourished berm prior to tilling shall be marked and left in place unless other factors threaten the success of the nest. The turtle permit holder shall install an on-beach marker at the nest site and/or a secondary marker at a point as far landward as possible to assure that future location of the nest will be possible should the on-beach marker be lost. No activity will occur within this area nor will any activities occur which could result in impacts to the nest. Nest sites shall be inspected daily to assure nest markers remain in place and the nest has not been disturbed by the project activity.
22. ***Marine Turtle or Nest Encounters.*** Upon locating a dead or injured sea turtle adult, hatchling or egg that may have been harmed or destroyed as a direct or indirect result of the project, the Corps, Permittee, and/or local sponsor shall be responsible for notifying FWC Wildlife Alert at 1-888-404-FWCC (3922). Care shall be taken in handling injured sea turtles or eggs to ensure effective treatment or disposition, and in handling dead specimens to preserve biological materials in the best possible state for later analysis. In the event a sea turtle nest is excavated during construction activities, the permitted person responsible for egg relocation for the project shall be notified immediately so the eggs can be moved to a suitable relocation site.
23. ***Equipment Storage and Placement.*** Staging areas for construction equipment shall be located off the beach, if off-beach staging areas are available. Nighttime storage of

construction equipment not in use shall be off the beach to minimize disturbance to shorebird and sea turtle nesting and hatching activities. In addition, all construction pipes that are placed on the beach shall be located as far landward as possible without compromising the integrity of the existing or reconstructed dune system. Pipes placed parallel to the dune shall be 5 to 10 feet away from the toe of the dune. Temporary storage of pipes shall be off the beach to the maximum extent possible. If it will be necessary to extend construction pipes past a known shorebird nesting site or overwintering area for piping plovers, then whenever possible those pipes should be placed landward of the site before birds are active in that area. No pipe or sand shall be placed seaward of a shorebird nesting site during the shorebird nesting season.

24. **Project Lighting.** Direct lighting of the beach and nearshore waters shall be limited to the immediate construction area during the sea turtle nesting season and shall comply with safety requirements. Lighting on offshore or onshore equipment shall be minimized through reduction, shielding, lowering, and appropriate placement to avoid excessive illumination of the water's surface and nesting beach while meeting all Coast Guard, EM 385-1-1, and OSHA requirements. Light intensity of lighting equipment shall be reduced to the minimum standard required by OSHA for General Construction areas, in order not to misdirect sea turtles. Shields shall be affixed to the light housing and be large enough to block light from all lamps from being transmitted outside the construction area (**Figure below**).



25. **Fill Restrictions.** During the sea turtle nesting season, the contractor shall not extend the beach fill more than 500 feet along the shoreline between dusk and the following day until the daily nesting survey has been completed and the beach cleared for fill

advancement. An exception to this may occur if there is permitted sea turtle surveyor present on-site to ensure no nesting and hatching sea turtles are present within the extended work area. If the 500 feet is not feasible for the project, an agreed upon distance will be decided on during the preconstruction meeting. Once the beach has been cleared and the necessary nest relocations have been completed, the contractor will be allowed to proceed with the placement of fill during daylight hours until dusk at which time the 500-foot length limitation shall apply.

26. ***Compaction Sampling.*** Sand compaction shall be monitored in the area of sand placement immediately after completion of the project and prior to April 15th for three (3) subsequent years and shall be monitored in accordance with a protocol agreed to by the FWS, FWC, and the Permittee or local sponsor. The requirement for compaction monitoring can be eliminated if the decision is made to till regardless of post-construction compaction levels. Out-year compaction monitoring and remediation are not required if placed material no longer remains on the beach.

At a minimum, the protocol provided under a and b below shall be followed. If the average value for any depth exceeds 500 pounds per square inch (psi) for any two or more adjacent stations, then that area shall be tilled immediately prior to the following date listed above. If values exceeding 500 psi are distributed throughout the project area but in no case do those values exist at two adjacent stations at the same depth, then consultation with the FWC or FWS will be required to determine if tilling is required. If a few values exceeding 500 psi are present randomly within the project area, tilling shall not be required.

- a. Compaction sampling stations shall be located at 500-foot intervals along the project area. One station shall be at the seaward edge of the dune/bulkhead line (when material is placed in this area), and one station shall be midway between the dune line and the high water line (normal wrack line).
- b. At each station, the cone penetrometer shall be pushed to a depth of 6, 12, and 18 inches three times (three replicates). Material may be removed from the hole if necessary to ensure accurate readings of successive levels of sediment. The penetrometer may need to be reset between pushes, especially if sediment layering exists. Layers of highly compact material may lie over less compact layers. Replicates shall be located as close to each other as possible, without interacting with the previous hole and/or disturbed sediments. The three replicate compaction values for each depth shall be averaged to produce final values for each depth at each station. Reports will include all 18 values for each transect line, and the final 6 averaged compaction values.
- c. No compaction sampling shall occur within 300 feet of any shorebird nest.
- d. Any vehicles operated on the beach in association with compaction surveys shall operate in accordance with the FWC's Best Management Practices for Operating

Vehicles on the Beach (<http://myfwc.com/conservation/you- conserve/wildlife/beach-driving/>).

27. ***Tilling Requirements.*** If tilling is required as specified above, the area shall be tilled to a depth of 36 inches. All tilling activity shall be completed prior to the marine turtle nesting season. If tilling occurs during shorebird nesting season (See 18b above), shorebird surveys prior to tilling shall be required per the Shorebird Conditions included within this document. It is the responsibility of the contractors to avoid tilling, scarp removal, or dune vegetation planting in areas where nesting birds are present. Each pass of the tilling equipment shall be overlapped to allow thorough and even tilling. If the project is completed during the marine turtle nesting season, tilling will not be performed in areas where nests have been left in place or relocated. If compaction measurements are taken, a report on the results of the compaction monitoring shall be submitted electronically to FWC at marineturtle@myfwc.com prior to any tilling actions being taken.
- a. No tilling shall occur within 300 feet of any shorebird nest.
 - b. If flightless shorebird young are observed within the work zone or equipment travel corridor, a Shorebird Monitor shall be present during the operation to ensure that equipment does not operate within 300 feet of the flightless young.
 - c. A relatively even surface, with no deep ruts or furrows, shall be created during tilling. To do this, chain-linked fencing or other material shall be dragged over those areas as necessary after tilling.
 - d. Tilling shall occur landward of the wrack line and avoid all vegetated areas 3 square feet or greater with a 3 foot buffer around the vegetated areas. The slope between the mean high water line and the mean low water line must be maintained in such a manner as to approximate natural slopes.
 - e. Any vehicles operated on the beach in association with tilling shall operate in accordance with the FWC's Best Management Practices for Operating Vehicles on the Beach (<http://myfwc.com/conservation/you- conserve/wildlife/beach-driving/>).
28. ***Escarpment Surveys.*** Visual surveys for escarpments along the project area shall be made immediately after completion of the sand placement project and during March 15 to April 15 for three (3) subsequent years if sand from the project area still remains on the beach.

Escarpments that interfere with sea turtle nesting or that exceed 18 inches in height for a distance of at least 100 feet shall be leveled and the beach profile shall be reconfigured to minimize scarp formation by April 15. Any escarpment removal shall be reported by

location. If the project is completed during the sea turtle nesting and hatching season, escarpments may be required to be leveled immediately, while protecting nests that have been relocated or left in place. FWC shall be contacted immediately if subsequent reformation of escarpments that interfere with sea turtle nesting or that exceed 18 inches in height for a distance of 100 feet occurs during the nesting and hatching season to determine the appropriate action to be taken. If it is determined that escarpment leveling is required during the nesting or hatching season, the FWS or FWC will provide a brief written authorization that describes methods to be used to reduce the likelihood of impacting existing nests. An annual summary of escarpment surveys and actions taken shall be submitted electronically to marineturtle@myfwc.com along with the annual summary as described below. If escarpment removal occurs during shorebird breeding season (See 18B above), shorebirds surveys shall be required per the *Shorebird Conditions* included within this document prior to removal (NOTE: Out-year escarpment monitoring and remediation are not required if placed material no longer remains on the dry beach).

- a. No heavy equipment shall operate within 300 feet of any shorebird nest.
- b. If flightless shorebird young are observed within the work zone or equipment travel corridor, a Shorebird Monitor shall be present during the operation to ensure that equipment does not operate within 300 feet of the flightless young.
- c. Any vehicles operated on the beach in association with escarpment surveys or removal shall operate in accordance with the FWC's Best Management Practices for Operating Vehicles on the Beach (<http://myfwc.com/conservation/you-protect/conservation/wildlife/beach-driving/>).

Post-construction Shorebird Protection Condition:

29. If beach cleaning will occur on the nourished beach, a minimum of 30% of the biotic material within the wrack line will be left on the beach post-cleaning at the strand line in a natural configuration to ensure that the nourished beach re-establishes its function as foraging habitat for shorebirds. This shall occur for as long as the placed sand remains on the beach. Mechanical removal of the wrack shall be prohibited year-round for the approximate one-mile segment of beach adjacent to Phillips Inlet R-0.5 (Pinnacle Port) to R-5.5 (eastern terminus of Carillon Beach). This shall occur for as long as the placed sand remains on the beach. If and when the maintained wrack is a health and safety hazard, becomes foul and odorous, blocks safe access between the beach and water, and during clean up after major storms, the Applicant will coordinate with the FWC biologist prior to wrack removal.

Post-construction Monitoring and Reporting Marine Turtle Protection Conditions:

30. Reports on all marine turtle nesting activity shall be provided for the initial marine turtle nesting season (**May 1 through August 31**) and for up to three additional nesting seasons as follows:

- a. For the initial nesting season and the following year, the number and type of emergences (nests or false crawls) shall be reported per species in accordance with the **Table below**. An additional year of nesting surveys may be required if nesting success for any species on the nourished beach is less than 40%.
- b. For the initial nesting season, reproductive success shall be reported per species in accordance with the **Table below**. Reproductive success shall be reported for all loggerhead, Kemp's ridley, green and leatherback nests.
- c. In the event that the reproductive success documented by species meets or exceeds required criteria (outlined in **Table below**) for each species, monitoring for reproductive success shall be recommended, but not required for the second year post-construction.
- d. Monitoring of nesting activity in the seasons following construction shall include daily surveys and any additional measures authorized by the FWC. Summaries shall include all crawl activity, nesting success rates, hatching success of all relocated nests, hatching success of a representative sampling of nests left in place (if any) by species, project name and applicable project permit numbers and dates of construction.

Data should be reported for the nourished areas in accordance with the **Table below** and should include number of nests lost to erosion or washed out. Summaries of nesting activity shall be submitted in electronic format (Excel spreadsheets) to the FWC Imperiled Species Management section at MTP@myfwc.com. All summaries should be submitted by January 15 of the following year. The FWC Excel spreadsheet is available upon request from MTP@myfwc.com.

31. Two lighting surveys shall be conducted of all artificial lighting visible from the nourished berm. The first survey shall be conducted between May 1 and May 15 the first nesting season following construction or immediately after placement if construction is not completed until after May 15, and a second survey between July 15 and August 1. The survey shall be conducted by the Permittee or local sponsor and should be conducted to include a landward view from the seaward most extent of the new beach profile. The survey should follow standard techniques for such a survey and include number and type of visible lights, location of lights and photo documentation. For each light source visible, it must be documented that the property owner(s) have been notified of the problem light with recommendations for correcting the light. Recommendations must be in accordance with the Florida Model Lighting Ordinance for Marine Turtle Protection (Chapter 62B-55, F.A.C.) and local lighting restrictions. In addition to local code enforcement, actions should be taken by the Permittee to address light sources that are visible from the newly elevated beach, especially those lights related to publically owned properties and roadways. A report summarizing all lights visible, and actions taken by the Permittee, shall be submitted to FWC Imperiled Species Management Section at

marineturtle@myfwc.com by the 1st of the month following survey. A summary report documenting what corrective actions have been taken provided and all compliance and enforcement actions shall also be submitted by December 15 of that year. After the annual report is completed, a meeting shall be set up with the Permittee or local sponsor, county or municipality, FWC and the FWS to discuss the survey report as well as any documented sea turtle disorientations in or adjacent to the project area.

Table of Marine Turtle Monitoring for Beach Placement of Material

Metric	Duration	Variable	Criterion
Nesting Success	Year of construction, one year to two or three years post construction if placed sand remains on beach and variable does not meet criterion based on previous year	Number of nests and non-nesting emergences by day by species	40% or greater
Hatching Success	Year of construction and one to three years post construction if placed sand remains on beach and variable does not meet criterion based on previous year	Number of hatchlings by species to completely escape egg	Average of 60% or greater (data must include washed out nests)
Emergence Success	Year of construction and one to three years post construction if placed sand remains on beach and variable does not meet success criterion based on previous year	Number of hatchlings by species to emerge from nest onto beach	Average must not be significantly different than the average hatching success
Disorientation	Year of construction and one to three years post construction if placed sand remains on beach	Number of nests and individuals that misorient or disorient	
Lighting Surveys	Two surveys the year following construction , one survey between May 1 and May 15 and second survey between July 15 and August 1	Number, location and photographs of lights visible from nourished berm, corrective actions and notifications made	100% reduction in lights visible from nourished berm within one to two month period
Compaction	Not required if the beach is tilled prior to nesting season each year placed sand remains on beach	Shear resistance	Less than 500 psi

Escarpment Surveys	Weekly during nesting season for up to three years each year placed sand remains on the beach	Number of scarps 18 inches or greater extending for more than 100 feet that persist for more than 2 weeks	Successful remediation of all persistent scarps as needed
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32. In conjunction with permits and notification requirements for work within St. Andrews State Park property, the FWC regional biologist (contact information attached) shall be notified prior to conducting the required beach profile surveys on Shell Island. It will be at FWC's discretion as to whether they will coordinate with the state park to initiate a simultaneous beach mouse trapping effort at Shell Island. Pre- and post-construction beach profile survey information and analysis for these beach profiles shall be provided to FWC, with the immediate post-construction report. This information may be used by FWC to determine if any documented changes to beach habitats subsequently impacted beach mouse critical habitat or beach mice populations.

PHYSICAL MONITORING REQUIRED:

33. Pursuant to 62B-41.005(16), F.A.C., physical monitoring of the project is required through acquisition of project-specific data to include, at a minimum, topographic and bathymetric surveys of the beach, offshore, and borrow site areas, and engineering analysis. The monitoring data is necessary in order for both the project sponsor and the Department to regularly observe and assess, with quantitative measurements, the performance of the project, any adverse effects which have occurred, and the need for any adjustments, modifications, or mitigative response to the project. The scientific monitoring process also provides the project sponsor and the Department with information necessary to plan, design and optimize subsequent follow-up projects, potentially reducing the need for and costs of unnecessary work, as well as potentially reducing any environmental impacts that may have occurred or be expected.

Prior to issuance of the Notice to Proceed, the Permittee shall submit a detailed Monitoring Plan subject to review and approval by the Department.

The approved Monitoring Plan can be revised at any later time by written request of the Permittee and with the written approval of the Department. If subsequent to approval of the Monitoring Plan there is a request for modification of the permit, the Department may require revised or additional monitoring requirements as a condition of approval of the permit modification.

As guidance for obtaining Department approval, the plan shall contain the following items:

- a. Topographic and bathymetric profile surveys of the beach and offshore shall be conducted within 90 days prior to commencement of construction, and within 60 days following completion of construction of the project. Thereafter, monitoring surveys shall be conducted annually for a period of three (3) years, and then biennially until the next beach nourishment event or the expiration of the project design life, whichever occurs first. The monitoring surveys shall be conducted during a spring or summer month and repeated as close as practicable during that same month of the year. If the time period between the immediate post-construction survey and the first annual monitoring survey is less than six months, then the Permittee may request a postponement of the first monitoring survey until the following spring/summer. The request should be submitted as part of the cover letter for the post-construction report. A prior design survey of the beach and offshore may be submitted for the pre-construction survey if consistent with the other requirements of this condition. An additional post-storm survey shall be conducted when the project area is within a federally declared disaster area.

The monitoring area shall include profile surveys at each of the Department of Environmental Protection's DNR reference monuments within the bounds of the beach fill area and along at least 5,000 feet of the adjacent shoreline on both sides of the beach fill area. In addition, the monitoring area shall include profile surveys at each reference monument along Shell Island between R98 and V309. All work activities and deliverables shall be conducted in accordance with the latest update of the Department's *Monitoring Standards for Beach Erosion Control Projects, Sections 01000 and 01100*.

- b. Bathymetric surveys of the borrow area(s) shall be conducted within 90 days prior to commencement of construction, and within 60 days following completion of construction of the project concurrently with the beach and offshore surveys required above. Thereafter, monitoring surveys of the borrow areas shall be dependent on their location. Surveys for borrow sites located in tidal inlet shoals or in nearshore waters above the depth of closure for littoral transport processes shall be at two (2) year intervals concurrently with the beach and offshore surveys required above. These biennially monitoring surveys are not required for offshore borrow sites located below the depth of closure for littoral transport processes. A prior design survey of the borrow area may be submitted for the pre-construction survey if consistent with the other requirements of this condition.

Survey grid lines across the borrow area(s) shall be spaced to provide sufficient detail for accurate volumetric calculations but spaced not more than a maximum of 500 feet apart, and shall extend a minimum of 500 feet beyond the boundaries of the borrow site. For borrow sites located in tidal inlet shoals, bathymetric surveys of the entire shoal complex, including any attachment bars, shall be conducted unless otherwise specified by the Department based upon the size of the shoal and the potential effects of the dredging on inlet processes. In all other

aspects, work activities and deliverables shall be consistent with the Department's *Monitoring Standards for Beach Erosion Control Projects, Section 01200*.

- c. The Permittee shall submit an engineering report and the monitoring data to the JCP Compliance Officer within 90 days following completion of the post-construction survey and each annual or biennial monitoring survey.

The report shall summarize and discuss the data, the performance of the beach fill project, and identify erosion and accretion patterns within the monitored area. In addition, the report shall include a comparative review of project performance to performance expectations and identification of adverse impacts attributable to the project. The report shall specifically state the percentage of volume remaining and the project berm width or shoreline width remaining. Indicate the volume remaining both above and below the mean high water line.

Appendices shall include plots of survey profiles and graphical representations of volumetric and shoreline position changes for the monitoring area. Results shall be analyzed for patterns, trends, or changes between annual surveys and cumulatively since project construction.

- d. A certified paper copy and one electronic copy of the monitoring report and one electronic copy of the survey data shall be submitted to the JCP Compliance Officer. Failure to submit reports and data in a timely manner constitutes grounds for revocation of the permit. When submitting any monitoring information to the Department, please include a transmittal cover letter clearly labeled with the following at the top of each page: **"This monitoring information is submitted in accordance with Item No. [XX] of the approved Monitoring Plan for Permit No. 0308975-001-JC for the monitoring period [XX]."**

TURBIDITY MONITORING REQUIRED:

34. Borrow/Dredge Sites Located Outside the St. Andrews Aquatic Preserve:

Units: Nephelometric Turbidity Units (NTUs).

Frequency: Two times daily, at least four hours apart, while the heaviest turbidity plume from the dredge is crossing the edge of the mixing zone.

Location: **Compliance:** 150 meters downcurrent of the dredge (cutterhead or hopper overflow) and within the densest portion of any visible turbid plume at surface, mid-depth, and 2 meters above bottom.

Background: 500 meters upcurrent of the dredge, clearly outside of any turbid plume associated with this project. The depths of the samples shall be surface, mid-depth, and 2 meters above the bottom.

If monitoring shows turbidity at the compliance station exceeds background by more than 29 NTUs, then construction activities shall cease immediately and not resume until corrective measures have been taken and turbidity has returned to acceptable levels. Any such occurrence shall be immediately reported to the JCP Compliance Officer in Tallahassee and the Northwest District Branch Office in Panama City.

35. Borrow Area/Dredge Site Located Within St. Andrews Aquatic Preserve:

Frequency: During each hopper dredge cycle, after overflow from the hopper begins and the associated turbidity plume has reached the edge of the mixing zone.

Location: **Compliance:** For BAs 5C, 6, 11 and S1-A, samples shall be collected 1,000 meters down-current from the dredge (cutterhead or hopper overflow), in the densest portion of any visible turbidity plume generated by this project. For BA 10, samples shall be collected 150 meters downcurrent from the dredge (cutterhead or hopper overflow), in the densest portion of any visible turbidity plume generated by this project. The depths of the samples shall be surface, mid-depth, and 2 meters above the bottom.

Background: 500 meters upcurrent of the dredge, clearly outside of any turbid plume associated with this project. The depths of the samples shall be surface, mid-depth, and 2 meters above the bottom.

Intermediate: Additional samples shall be collected within the mixing zone, in the densest portion of the turbidity plume, at distances of 150 meters, 500 meters and 750 meters from the dredge. The depths of the samples shall be surface, mid-depth, and 2 meters above the bottom. These measurements will be used to calibrate the size of the mixing zone for future events.

If monitoring shows turbidity at the compliance station exceeds background by more than 4 NTUs, then construction activities shall cease immediately and not resume until corrective measures have been taken and turbidity has returned to acceptable levels. Any such occurrence shall be immediately reported to the JCP Compliance Officer in Tallahassee and the Northwest District Branch Office in Panama City.

36. Beach/Discharge Site using hydraulic discharge:

Frequency: Twice daily, at least four hours apart, while the heaviest turbidity plume from the discharge is crossing the edge of the mixing zone.

Location: **Compliance:** Up to 1,000 meters downcurrent of the discharge point and no more than 150 meters offshore, within the densest portion of any visible turbid plume generated by this project. The depths of the samples shall be at surface and mid-depth.

Background: Approximately 300 meters upcurrent of any portion of the beach placement template that is being filled or has already been filled during the current nourishment event, outside of any project-related or inlet-related plume, and the same distance offshore as the associated compliance sample. In the event that there is a gap or break greater than 2,000 meters between nourishment segments (as shown in the construction plan view), the Permittee may conduct a test to see if background samples collected in the gap are comparable to background samples collected updrift of the entire project. During the test, additional samples would be collected within the gap, at a location that is 300 meters upcurrent of the segment currently under construction. If, after seven consecutive days, the background samples from the gap are not consistently higher than the background samples collected updrift of the entire project, and never exceed the latter by more than 2 NTUs, then the samples from any 2,000-meter gap may replace the samples collected updrift of the entire project as the official background samples during the current nourishment event.

Intermediate: Additional samples shall be collected within the mixing zone, in the densest portion of the turbidity plume, at distances of 150 meters, 500 meters and 750 meter from the point of discharge. The depths of the samples shall be surface and mid-depth. These samples shall be compared to the corresponding background samples and the measurements will be used to calibrate the size of the mixing zone for future events.

If monitoring shows that turbidity at compliance stations outside of the OFW exceeds background by more than 29 NTU, or if it shows turbidity at the compliance station within the OFW exceeds background by more than 4 NTUs, then construction activities shall cease immediately and not resume until corrective measures have been taken and turbidity has returned to acceptable levels.

37. Beach Site using an upland sand source:

Frequency: Twice daily, at least four hours apart, while the heaviest turbidity plume from the in-water placement is crossing the edge of the mixing zone.

Location: **Compliance:** 150 meters downcurrent of the point where sand was most recently placed in the water and within the densest portion of any visible turbid plume. The depths of the samples shall be at surface and mid-depth.

Background: approximately 300 meters upcurrent of any portion of the beach placement template that is being filled or has already been filled during the current nourishment event, outside of any project-related or inlet-related plume, and the same distance offshore as the associated compliance sample. In the event that there is a gap or break greater than 2,000 meters between nourishment segments (as shown in the construction plan view), the Permittee may conduct a test to see if background samples collected in the gap are comparable to background samples collected updrift of the entire project. During the test, additional samples would be collected within the gap, at a location that is 300 meters upcurrent of the segment currently under construction. If, after seven consecutive days, the background samples from the gap are not consistently higher than the background samples collected updrift of the entire project, and never exceed the latter by more than 2 NTUs, then the samples from any 2,000-meter gap may replace the samples collected updrift of the entire project as the official background samples during the current nourishment event.

38. Any exceedance of the standards established above shall be immediately reported to the JCP Compliance Officer in Tallahassee and the Northwest District Branch Office in Panama City. When reporting a turbidity exceedance, the following information shall also be included:
- a. the Project Name;
 - b. the Permit Number (unique to the NTP);
 - c. location and level (NTUs above background) of the turbidity exceedance;
 - d. the time and date that the exceedance occurred; and
 - e. the time and date that construction ceased.

Prior to re-commencing the construction, a report shall be emailed to the Department with the same information that was included in the "Exceedance Report", plus the following information:

- a. turbidity monitoring data collected during the shutdown documenting the decline in turbidity levels and achievement of acceptable levels;
- b. corrective measures that were taken; and
- c. cause of the exceedance.

39. **Turbidity Monitoring Reports.** All turbidity monitoring data shall be submitted within one week of analysis. The data shall be presented in tabular format, indicating the measured turbidity levels at the compliance sites for each depth, the corresponding background levels at each depth and the number of NTUs over background at each depth. Any exceedances of the turbidity standards, specified above, shall be highlighted in the table. In addition to the raw and processed data, the reports shall also contain the following information:

- a. time of day samples were taken;
- b. dates of sampling and analysis;
- c. GPS location of sample;
- d. depth of water body;
- e. depth of each sample;
- f. antecedent weather conditions, including wind direction and velocity;
- g. tidal stage and direction of flow;
- h. water temperature;
- i. a map indicating the sampling locations, dredging and discharge locations, and direction of flow;
- j. a statement describing the methods used in collection, handling, storage and analysis of the samples;
- k. a statement by the individual responsible for implementation of the sampling program concerning the authenticity, precision, limits of detection, calibration of the meter and accuracy of the turbidity and GPS data;

Monitoring reports shall be submitted by email to the JCP Compliance Officer. In the subject line of the reports, on the cover page to the submittal and at the top of each page, include the Project Name, Permit Number (unique to the NTP) and the dates of the monitoring interval. Failure to submit reports in a timely manner constitutes grounds for revocation of the permit.

DURATION:

40. This permit authorizes multiple nourishment events within a period of 15 years. If a second event cannot be completed within this 15-year duration, the permit may be

extended through a minor modification to provide enough time to complete a second event.

Executed in Tallahassee, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



Martin K. Seeling, Program Administrator
Beaches Inlets and Ports Program

FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to Section 120.52, Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged.



9/6/13

Deputy Clerk

Date

Prepared by Tom Jacobs.

Attachments: Approved Permit Drawings (45 pages)
QC/QA Plans (approved on September 24, 2012) (12 pages)
FWC Contacts (1 page)

Attachment B



FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
 Division of Water Resource Management
 Coastal Construction Control Line Program
 2600 Blair Stone Road, M.S. 3522
 Tallahassee, FL 32399-2400
 Phone: (850) 245-7669

Permit Number 8038278 - BA

No. of Pages Attached: _____

FIELD PERMIT PURSUANT TO SECTION 161.053 OR 161.052, FLORIDA STATUTES

FINDINGS OF FACT AND CONCLUSION OF LAW: The request for a field permit was considered by the staff designee of the Department of Environmental Protection and found to be in compliance with the requirements of Chapter 62B-33, Florida Administrative Code (F.A.C.). Approval is specifically limited to the activity in the stated location and by the project description, approved plans (if any), attached standard conditions, and any special conditions stated below pursuant to Paragraph 161.053(5), Florida Statutes (F.S.). This permit may be suspended or revoked in accordance with Section 62-4.100, F.A.C.

PROJECT LOCATION:

17001 Panama City Beach Parkway, Bay County TDC, Panama City Beach
 approximately W0200'/E0200' of R-001 to W0200'/E0200' of R-092 in Bay County
 Note: Range Monument areas within State Parks are not included.

PROJECT DESCRIPTION:

Beach Cleaning.

No Decks, No Lighting, No sand placement/movement, No armoring work, No habitable structure foundation (ex. grade-beams, Pilings, Footers) work, No roofs/enclosures, and No other work is authorized under this permit. No driving on Dunes is authorized.

SPECIAL PERMIT CONDITIONS: The permit is valid only after all applicable federal, state, and local permits are obtained and does not authorize contravention of local setback requirements or zoning or building codes. This permit and public notice shall be posted on the site immediately upon issuance and shall remain posted along with local approval until the completion of any activity authorized by this permit. Other special conditions of this permit include:

Please ensure Beach Cleaning, standard permit, Beach Mouse and shore-bird protection guidelines are properly followed (e-mailed copies of guidelines to Ms. Armbruster).

STANDARD PERMIT CONDITIONS: The permittee shall comply with the attached standard field permit conditions.

APPLICANT INFORMATION: I hereby certify that I am either: (1a) the owner of the subject property or (1b) I have the owner's consent to secure this permit on the owner's behalf; and that (2) I shall obtain any applicable licenses or permits which may be required by federal, state, county, or municipal law prior to commencement of the authorized work; (3) I acknowledge that the authorized work is what I requested; and (4) I accept responsibility for compliance with all permit conditions.

Applicant's Signature [Signature] Date 3/15/17 Telephone No. (850) 233-5070
 Applicant's Printed Name Daniel J. Pomeroy Address 17001 Panama City Beach Parkway
Panama City Beach FL 32413

If applicant is an agent:

 Printed name of property owner _____
 Property owner's address _____

 Property owner's telephone no.

DEPARTMENT FINAL ACTION AND FILING AND ACKNOWLEDGMENT: This field permit is approved on behalf of the Department of Environmental Protection by the undersigned staff designee, and filed on this date, pursuant to section 120.52, F.S., with the undersigned designated Deputy Clerk, receipt of which is hereby acknowledged.

Reginald W. Bradley
Digitally signed by Reginald W. Bradley,
 DN: cn=Reginald W. Bradley, o=Beaches and Coastal
 Systems, ou=DEP, email=Reginald.Bradley@DEP.state.fl.us, c=US
 Date: 2017.03.10 20:10:19 -0500

Reginald W. Bradley
 Printed Name of Designee/Deputy Clerk

3/10/2017

Date

EXPIRATION DATE: 3/10/2018

(Emergency permits issued pursuant to Section 62B-33.014, F.A.C., are valid for no more than ninety days and other field permits are valid for no more than 12 months. The staff designee may specify a shorter time limit.)

EMERGENCY PERMIT: ☐ YES ☒ NO

Approved plans are attached: ☒ YES ☐ NO

POST PERMIT AND PUBLIC NOTICE CONSPICUOUSLY ON THE SITE

PUBLIC NOTICE

The foregoing constitutes final agency action. Any person whose substantial interests are affected by any decision made by the Department on the Field Permit has a right to request an administrative hearing in accordance with the provisions of Sections 120.569 and 120.57, F.S. The request for an administrative hearing must comply with the provisions of Rule 28-106.201, F.A.C., and must be received by the Department (at the address given below) within twenty-one (21) days from the date of this notice.

When the Department receives an adequate and timely filed request for hearing, the Department will request the assignment of an administrative law judge. Once the administrative law judge is requested, the Division of Administrative Hearings will have jurisdiction over the formal proceeding and the Department (as the referring agency) will take no further action with respect to the proceeding except as a party litigant.

Section 120.54(5)(b)4, F.S., and Rule 28-106.201(2), F.A.C., explain that the following items must be included in a petition for a formal administrative hearing

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceedings; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all issues of material fact disputed by the petitioner, or a statement that there are no disputed facts;
- (e) A concise statement of the ultimate facts alleged, including a statement of the specific facts that the petitioner contends warrant reversal or modification of the Department's action;
- (f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the Department's action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wants the Department to take with respect to its action.

A person may request an extension of time to petition for an administrative hearing. The person filing the request for extension must do so within the time limits for filing a petition described above. The request must state why an extension of time is needed. The Department will grant an extension only when good cause is shown.

If a petition or a request for time extension is filed, further order of the Department becomes necessary to effectuate this Field Permit. Accordingly, the Department's final action may be different from the position taken in this notice. Actions undertaken by any person under this permit, pending the lapse of time allowed for the filing of such a request for hearing, may be subject to modification, removal, or restoration.

Failure to petition within the allowed time frame constitutes waiver of any right that a person has to request a hearing under Section 120.57, F.S., and to participate as a party to the proceeding. If a legally sufficient petition for hearing is not timely received, this notice constitutes final agency action.

When this order becomes final and is filed with the Department Clerk, any party to the order has the right to seek judicial review under Section 120.57, F.S., and Rule 9.030(b)1(c) and 9.110, Florida Rules of Appellate Procedure. A notice of appeal must be filed within thirty (30) days with both the Department Clerk (see address below) and with the appropriate district court of appeal. The notice filed with the district court must be accompanied by the filing fee specified in Section 35.33(3), F.S. Any subsequent intervention will be only by the approval of the presiding officer on motion filed under Rules 28-5.207 or 60Q-2.010, F.A.C.

All requests for hearings are to be filed with the Department at the following address:

Florida Department of Environmental Protection
Office of General Counsel
Department Clerk
3900 Commonwealth Boulevard
Mail Station 35
Tallahassee, Florida 32399-3000

8038278 BA
Permit Number: _____

STANDARD FIELD PERMIT CONDITIONS

The following conditions shall apply to **FIELD PERMITS** (unless waived by DEP or modified by special permit condition). In the event of a conflict between a field permit condition and a special permit condition, the special condition shall prevail.

- 1) The permittee shall carry out the construction or activity for which the permit was granted in accordance with the plans and specifications that were approved by DEP as part of the permit. Any deviation there from shall be grounds for suspension of the work and revocation of the permit pursuant to Section 120.60(7), F.S., and may result in assessment of civil fines or issuance of an order to alter or remove the unauthorized structure, or both. No other construction or activities shall be conducted. No modifications to project size, location, or structural design are authorized. A copy of the permit shall be conspicuously displayed at the project site.
- 2) The permittee shall conduct the construction or activity authorized under the permit using extreme care to prevent any adverse impacts to the beach and dune system, marine turtles and their nests and habitats, or adjacent property and structures.
- 3) The permittee shall allow any duly authorized member of the staff to enter upon the premises associated with the project authorized by the permit for the purpose of ascertaining compliance with the terms of the permit and with the rules of DEP, until all construction or activities authorized or required in the permit have been completed and the project accepted by DEP.
- 4) The permittee shall hold and save the State of Florida, DEP, its officers and employees, harmless from any damage (no matter how occasioned and no matter what the amount) to persons or property that might result from the construction or activity authorized under the permit and from any and all claims and judgments resulting from such damage.
- 5) The permittee shall allow DEP to use all submitted records, notes, monitoring data, and other information relating to construction or any activity under the permit for any purpose it may deem necessary or convenient, except where such use is otherwise specifically forbidden by law.
- 6) Construction traffic shall not operate and building materials shall not be stored on vegetated areas seaward of the control line, unless specifically authorized by the permit. If (in the opinion of DEP staff) this requirement is not being met, positive control measures shall be provided by the permittee at the direction of DEP staff. Such measures may include temporary fencing, designated access roads, adjustment of construction sequence, or other requirements.
- 7) The permittee shall not disturb existing beach and dune topography and vegetation except as expressly authorized in the permit. Before the project is considered complete, any disturbed topography or vegetation shall be restored (as prescribed in the permit) with suitable fill material or revegetated with appropriate beach and dune vegetation.
- 8) The fill material shall be obtained from a source landward of the control line and shall consist of sand which is similar to that already on the site in both grain size and coloration. This fill material shall be free of construction debris, rocks, or other foreign matter. A sample of the sand shall be provided to the staff representative of the Bureau of Beaches and Coastal Systems during the preconstruction conference.
- 9) If surplus sand fill results from any approved excavation seaward of the CCCL, such material shall be distributed seaward of the CCCL on the site, as directed by DEP staff (unless otherwise specifically authorized by the permit).
- 10) Any native salt-resistant vegetation destroyed during construction shall be replaced with plants of the same species or, by authorization of DEP, with other native salt-resistant vegetation suitable for beach and dune stabilization. Unless otherwise specifically authorized by the staff, all plants installed in beach and coastal areas (whether to replace vegetation displaced, damaged, or destroyed during construction or otherwise) shall be of species indigenous to Florida beaches and dunes (i.e., sea oats, sea grape, saw palmetto, panic grass, salt meadow hay cord grass, seashore salt grass, and railroad vine).
- 11) All topographic restoration and revegetation work is subject to approval and acceptance by DEP staff.
- 12) If not specifically authorized elsewhere in this permit, no operation, transportation, or storage of equipment or materials is authorized seaward of the dune crest or rigid coastal structure during the marine turtle-nesting season. The marine turtle-nesting season is May 1 through October 31 in all counties (except Brevard, Indian River, St. Lucie, Martin, Palm Beach and Broward counties where marine turtle nesting occurs during the period of March 1 through October 31).
- 13) If not specifically authorized elsewhere in this permit, no temporary lighting of the construction area is authorized at any time during the marine turtle-nesting season and no additional permanent exterior lighting is authorized.
- 14) This permit has been issued to a specified property owner and is not valid for any other person.

8038278 BA

Permit Number: _____



FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
Division of Water Resource Management
Coastal Construction Control Line Program
2600 Blair Stone Road, M.S. 3522
Tallahassee, FL 32399-2400
Phone: (850) 245-7669

Permit Number 8038279 BA

No. of Pages Attached: _____

FIELD PERMIT PURSUANT TO SECTION 161.053 OR 161.052, FLORIDA STATUTES

FINDINGS OF FACT AND CONCLUSION OF LAW: The request for a field permit was considered by the staff designee of the Department of Environmental Protection and found to be in compliance with the requirements of Chapter 62B-33, Florida Administrative Code (F.A.C.). Approval is specifically limited to the activity in the stated location and by the project description, approved plans (if any), attached standard conditions, and any special conditions stated below pursuant to Paragraph 161.053(5), Florida Statutes (F.S.). This permit may be suspended or revoked in accordance with Section 62-4.100, F.A.C.

PROJECT LOCATION:

17001 Panama City Beach Parkway, Bay County TDC, Panama City Beach
approximately W0200'/E0200' of R-001 to W0200'/E0200' of R-092 in Bay County
Note: Range Monument areas within State Parks are not included.

PROJECT DESCRIPTION:

Removal of abandoned beach furniture to enforce City of Panama City Beach's "Leave No Trace" ordinance.

No Decks, No Lighting, No sand placement/movement, No armoring work, No habitable structure foundation (ex. grade-beams, Pilings, Footers) work, No roofs/enclosures, and No other work is authorized under this permit. No driving on Dunes is authorized.

Note: The Dates/times of the Beach Furniture/materials removal activities is strictly limited to those outlined in Dr. Trindell's 4/29/16 e-mail.

SPECIAL PERMIT CONDITIONS: The permit is valid only after all applicable federal, state, and local permits are obtained and does not authorize contravention of local setback requirements or zoning or building codes. This permit and public notice shall be posted on the site immediately upon issuance and shall remain posted along with local approval until the completion of any activity authorized by this permit. Other special conditions of this permit include:

Please ensure Beach Cleaning, Beach Cleaning Survey, standard permit, Dr. Trindell's 4/29/16 e-mail, Beach Mouse and shore-bird protection guidelines are properly followed (e-mailed copies of guidelines to Mr. Rowe/Ms. Armbruster).

Note: All Cleaning/removal activities shall remain Landward of Mean High Water (MHW) Line unless otherwise authorized under Dr. Trindell's 4/29/16 e-mail

STANDARD PERMIT CONDITIONS: The permittee shall comply with the attached standard field permit conditions.

APPLICANT INFORMATION: I hereby certify that I am either: (1a) the owner of the subject property or (1b) I have the owner's consent to secure this permit on the owner's behalf; and that (2) I shall obtain any applicable licenses or permits which may be required by federal, state, county, or municipal law prior to commencement of the authorized work; (3) I acknowledge that the authorized work is what I requested; and (4) I accept responsibility for compliance with all permit conditions.

Applicant's Signature [Signature] Date 3/15/2017 Telephone No. (850) 233-5070

Applicant's Printed Name Daniel J Rowe Address 17001 Panama City Beach Parkway

If applicant is an agent: Panama City Beach, FL 32418

Printed name of property owner

Property owner's address

Property owner's telephone no.

DEPARTMENT FINAL ACTION AND FILING AND ACKNOWLEDGMENT: This field permit is approved on behalf of the Department of Environmental Protection by the undersigned staff designee, and filed on this date, pursuant to section 120.52, F.S., with the undersigned designated Deputy Clerk, receipt of which is hereby acknowledged.

Reginald W. Bradley

Digitally signed by Reginald W. Bradley
DN: cn=Reginald W. Bradley, o=Department of Environmental Protection, ou=Division of Water Resource Management, email=Reginald.Bradley@dep.state.fl.us, c=US
Date: 2017.03.10 15:00:00

Reginald W. Bradley

3/10/2017

Staff Designee/Deputy Clerk

Printed Name of Designee/Deputy Clerk

Date

EXPIRATION DATE: 3/10/2018

(Emergency permits issued pursuant to Section 62B-33.014, F.A.C., are valid for no more than ninety days and other field permits are valid for no more than 12 months. The staff designee may specify a shorter time limit.)

EMERGENCY PERMIT: ☐ YES ☒ NO

Approved plans are attached: ☒ YES ☐ NO

POST PERMIT AND PUBLIC NOTICE CONSPICUOUSLY ON THE SITE

PUBLIC NOTICE

The foregoing constitutes final agency action. Any person whose substantial interests are affected by any decision made by the Department on the Field Permit has a right to request an administrative hearing in accordance with the provisions of Sections 120.569 and 120.57, F.S. The request for an administrative hearing must comply with the provisions of Rule 28-106.201, F.A.C., and must be received by the Department (at the address given below) within twenty-one (21) days from the date of this notice.

When the Department receives an adequate and timely filed request for hearing, the Department will request the assignment of an administrative law judge. Once the administrative law judge is requested, the Division of Administrative Hearings will have jurisdiction over the formal proceeding and the Department (as the referring agency) will take no further action with respect to the proceeding except as a party litigant.

Section 120.54(5)(b)4, F.S., and Rule 28-106.201(2), F.A.C., explain that the following items must be included in a petition for a formal administrative hearing

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceedings; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all issues of material fact disputed by the petitioner, or a statement that there are no disputed facts;
- (e) A concise statement of the ultimate facts alleged, including a statement of the specific facts that the petitioner contends warrant reversal or modification of the Department's action;
- (f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the Department's action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wants the Department to take with respect to its action.

A person may request an extension of time to petition for an administrative hearing. The person filing the request for extension must do so within the time limits for filing a petition described above. The request must state why an extension of time is needed. The Department will grant an extension only when good cause is shown.

If a petition or a request for time extension is filed, further order of the Department becomes necessary to effectuate this Field Permit. Accordingly, the Department's final action may be different from the position taken in this notice. Actions undertaken by any person under this permit, pending the lapse of time allowed for the filing of such a request for hearing, may be subject to modification, removal, or restoration.

Failure to petition within the allowed time frame constitutes waiver of any right that a person has to request a hearing under Section 120.57, F.S., and to participate as a party to the proceeding. If a legally sufficient petition for hearing is not timely received, this notice constitutes final agency action.

When this order becomes final and is filed with the Department Clerk, any party to the order has the right to seek judicial review under Section 120.57, F.S., and Rule 9.030(b)(1)(c) and 9.110, Florida Rules of Appellate Procedure. A notice of appeal must be filed within thirty (30) days with both the Department Clerk (see address below) and with the appropriate district court of appeal. The notice filed with the district court must be accompanied by the filing fee specified in Section 35.33(3), F.S. Any subsequent intervention will be only by the approval of the presiding officer on motion filed under Rules 28-5.207 or 60Q-2.010, F.A.C.

All requests for hearings are to be filed with the Department at the following address:

Florida Department of Environmental Protection
Office of General Counsel
Department Clerk
3900 Commonwealth Boulevard
Mail Station 35
Tallahassee, Florida 32399-3000

Permit Number: **8038279** BA

STANDARD FIELD PERMIT CONDITIONS

The following conditions shall apply to **FIELD PERMITS** (unless waived by DEP or modified by special permit condition). In the event of a conflict between a field permit condition and a special permit condition, the special condition shall prevail.

- 1) The permittee shall carry out the construction or activity for which the permit was granted in accordance with the plans and specifications that were approved by DEP as part of the permit. Any deviation there from shall be grounds for suspension of the work and revocation of the permit pursuant to Section 120.60(7), F.S., and may result in assessment of civil fines or issuance of an order to alter or remove the unauthorized structure, or both. No other construction or activities shall be conducted. No modifications to project size, location, or structural design are authorized. A copy of the permit shall be conspicuously displayed at the project site.
- 2) The permittee shall conduct the construction or activity authorized under the permit using extreme care to prevent any adverse impacts to the beach and dune system, marine turtles and their nests and habitats, or adjacent property and structures.
- 3) The permittee shall allow any duly authorized member of the staff to enter upon the premises associated with the project authorized by the permit for the purpose of ascertaining compliance with the terms of the permit and with the rules of DEP, until all construction or activities authorized or required in the permit have been completed and the project accepted by DEP.
- 4) The permittee shall hold and save the State of Florida, DEP, its officers and employees, harmless from any damage (no matter how occasioned and no matter what the amount) to persons or property that might result from the construction or activity authorized under the permit and from any and all claims and judgments resulting from such damage.
- 5) The permittee shall allow DEP to use all submitted records, notes, monitoring data, and other information relating to construction or any activity under the permit for any purpose it may deem necessary or convenient, except where such use is otherwise specifically forbidden by law.
- 6) Construction traffic shall not operate and building materials shall not be stored on vegetated areas seaward of the control line, unless specifically authorized by the permit. If (in the opinion of DEP staff) this requirement is not being met, positive control measures shall be provided by the permittee at the direction of DEP staff. Such measures may include temporary fencing, designated access roads, adjustment of construction sequence, or other requirements.
- 7) The permittee shall not disturb existing beach and dune topography and vegetation except as expressly authorized in the permit. Before the project is considered complete, any disturbed topography or vegetation shall be restored (as prescribed in the permit) with suitable fill material or revegetated with appropriate beach and dune vegetation.
- 8) The fill material shall be obtained from a source landward of the control line and shall consist of sand which is similar to that already on the site in both grain size and coloration. This fill material shall be free of construction debris, rocks, or other foreign matter. A sample of the sand shall be provided to the staff representative of the Bureau of Beaches and Coastal Systems during the preconstruction conference.
- 9) If surplus sand fill results from any approved excavation seaward of the CCCL, such material shall be distributed seaward of the CCCL on the site, as directed by DEP staff (unless otherwise specifically authorized by the permit).
- 10) Any native salt-resistant vegetation destroyed during construction shall be replaced with plants of the same species or, by authorization of DEP, with other native salt-resistant vegetation suitable for beach and dune stabilization. Unless otherwise specifically authorized by the staff, all plants installed in beach and coastal areas (whether to replace vegetation displaced, damaged, or destroyed during construction or otherwise) shall be of species indigenous to Florida beaches and dunes (i.e., sea oats, sea grape, saw palmetto, panic grass, salt meadow hay cord grass, seashore salt grass, and railroad vine).
- 11) All topographic restoration and revegetation work is subject to approval and acceptance by DEP staff.
- 12) If not specifically authorized elsewhere in this permit, no operation, transportation, or storage of equipment or materials is authorized seaward of the dune crest or rigid coastal structure during the marine turtle-nesting season. The marine turtle-nesting season is May 1 through October 31 in all counties (except Brevard, Indian River, St. Lucie, Martin, Palm Beach and Broward counties where marine turtle nesting occurs during the period of March 1 through October 31).
- 13) If not specifically authorized elsewhere in this permit, no temporary lighting of the construction area is authorized at any time during the marine turtle-nesting season and no additional permanent exterior lighting is authorized.
- 14) This permit has been issued to a specified property owner and is not valid for any other person.

8038279 BA

Permit Number: _____

Attachment C

CHAPTER 68E-1 MARINE TURTLE PERMITS

68E-1.001	Introduction and Scope (Repealed)
68E-1.002	Introduction, Scope and Definitions
68E-1.004	General Permit Application Procedures, Requirements and Expiration
68E-1.0041	Authorizations for Marine Turtle Research, Conservation, and Educational Activities
68E-1.005	Suspension, Revocation and Penalties
68E-1.006	Additional Special Requirements for Marine Stony Corals, Fire Corals, Sea Fans, and Marine Turtles (Repealed)
68E-1.0061	Additional Special Requirements for Any and All Marine Turtle (Repealed)

68E-1.001 Introduction and Scope

Rulemaking Authority 370.02, 370.021, 370.10(2) FS. Law Implemented 370.021, 370.10(2) FS. History—New 2-11-81, Formerly 16B-40.01, 16B-40.001, 16R-1.001, 62R-1.001, Repealed 7-1-04.

68E-1.002 Introduction, Scope and Definitions.

(1) Florida Statutes restrict the take, possession, disturbance, mutilation, destruction, selling, transference, molestation, and harassment of marine turtles, nests, or eggs. Protection is also afforded to marine turtle habitat. A specific authorization from Commission staff is required to conduct scientific, conservation, or educational activities that directly involve marine turtles in or collected from Florida, their nests, hatchlings or parts thereof, regardless of the applicant's possession of any federal permit. The authorization may be in the form of a conservation permit, a loan agreement, or a consent permit, as described in Rule 68E-1.0041, F.A.C.

(2) Whenever the Commission determines that a request to conduct research, conservation, or educational activities with marine turtles, their nests, or hatchlings is in the public interest and will advance marine turtle recovery or protect marine turtles, their nests, or habitat, it shall issue authorizations, upon such terms, conditions, or restrictions as are necessary to ensure that the intentions of Sections 379.2431(1)(c) and (d), F.S., are not violated.

(3) Under agreement with the federal government, the issuance of a permit or other authorization by the Commission may satisfy U.S. Fish and Wildlife Service permit requirements for research, conservation, or educational activities involving Florida marine turtles. An additional permit from the National Oceanographic and Atmospheric Administration might be required for in-water work.

(4) Permits may not be issued for head starting, the practice of collecting marine turtle eggs or hatchlings solely for the purpose of raising them until they attain a larger size and then releasing them.

(5) For the purposes of this rule, the following definitions apply:

(a) "Applicant" means the individual, firm or corporation who applies for a Marine Turtle Permit from the Commission.

(b) "Authorized personnel" means all individuals listed under a permit holder, named on their permit, and who are authorized to conduct marine turtle conservation activities at the direction of the permit holder or the lead qualified individual.

(c) "Conservation purpose" means an act carried out solely for the purpose of maintaining life or habitat of any marine turtle, their nests, hatchlings, or promoting the recovery of marine turtle populations.

(d) "Educational facility" means public or non-public colleges or universities, or nature centers, museums, zoos, aquaria, or similar institutions. Educational facilities must be regularly opened to the public for the primary purpose of providing an educational experience.

(e) "Educational purpose" means to hold marine turtles to exhibit, inform and instruct the public in their biology, habitat, or conservation needs.

(f) "Handbook" means the FWC Marine Turtle Conservation Handbook.

(g) "Hatchery" means an area of beach where authorized individuals have placed marine turtle nests in aggregated clusters in one location, with or without restraining or protective walls.

(h) "Hatchling" means any species of marine turtle, within or outside of a nest, that has recently hatched from an egg.

(i) "Marine turtle" means any marine-dwelling reptile of the families Cheloniidae or Dermochelyidae found in Florida waters or using the beach as nesting habitat, including the species: *Caretta caretta* (loggerhead turtle), *Chelonia mydas* (green turtle),

Dermochelys coriacea (leatherback turtle), *Eretmochelys imbricata* (hawksbill turtle), and *Lepidochelys kempii* (Kemp's ridley turtle) or hybrids of these species. For purposes of this rule, marine turtle is synonymous with sea turtle.

(j) "Monitoring" means either gathering information using a predetermined sampling plan to collect baseline information on marine turtle distributions, nesting, and productivity or assessing impacts from a state-authorized activity as required by a state or federal regulatory permit.

(k) "Nest" means an area where marine turtle eggs have been naturally deposited or subsequently relocated.

(l) "Nest relocation" means the practice of collecting eggs or excavating a nest following deposition and reburying all intact eggs.

(m) "Permit Holder" means the individual, firm or corporation authorized to conduct marine turtle conservation activities under the provisions of this chapter.

(n) "Prudent peer review standards" means criteria or processes arising from scientific methods established or generally accepted by the scientific community to evaluate deductive models, experiments, research proposals, and results that are directed toward the validation of hypotheses or advancement of scientific knowledge.

(o) "Qualified individual" means the individual who has been approved by FWC as having the appropriate experience and knowledge as specified in this chapter for the authorized activity.

(p) "Regulatory permit or authorization" means a permit, water quality certificate, or authorization issued pursuant to Chapter 161 or 373, F.S.

(q) "Scientific purpose" means for the purposes of conducting research or analysis using prudent experimental protocols to gain scientific knowledge and to advance conservation, population management, or biological understanding of marine turtles.

(r) "Scientific research" means an activity that involves the application of rigorous, systematic, and objective procedures of observation, measurement, and experiment to obtain reliable and pertinent data.

(s) "Special Activity License" or "SAL" means a license issued pursuant to Chapter 68B-8, F.A.C.

Rulemaking Authority 379.2431(1), 379.244(2) FS. Law Implemented 379.2431(1), 379.244(2) FS. History--New 12-9-07, Amended 11-23-16.

68E-1.004 General Permit Application Procedures, Requirements and Expiration.

(1) Applications: Any individual, firm or corporation desiring to obtain authorization to conduct scientific, conservation, or educational activities directly involving marine turtles shall submit an application to the Commission prior to conduct of the activity. Applications shall be submitted electronically through the permitting portal on <http://myfwc.com> or submitted on the application form to the Florida Fish and Wildlife Conservation Commission, Tequesta Field Laboratory, 19100 S.E. Federal Highway, Tequesta, FL 33469, unless otherwise directed. Application for Marine Turtle Permit (FWC Form 32-101, effective 4/16) is hereby incorporated by reference and available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-07543>. Application forms shall be made available by the Commission to any individuals requesting them from the above-listed submittal address, MTP@MyFWC.com, or by telephone.

(2) Permit Criteria: An individual, firm or corporation must be a properly accredited person in accordance with Section 379.2431(1)(c), F.S., must have specific experience with marine turtles and the proposed activity, and must meet the applicable criteria in this rule to be eligible to receive authorization from the Commission to undertake activities for research, conservation, or educational purposes that involve any of the prohibited actions listed in Section 379.2431(1)(d)1., F.S. The Commission shall not issue permits to applicants unable to demonstrate a working knowledge of current marine turtle conservation practices, to applicants lacking specific experience in conducting the requested activities, to applicants who do not meet the applicable criteria in this chapter, or if there is no demonstrated need for the project.

(a) Research Purposes: To be eligible to receive a permit to conduct research with marine turtles, the applicant must be an individual who meets the applicable criteria in this rule.

(b) Educational or Conservation Purposes: To be eligible to receive a permit for educational or conservation purposes such as conducting nesting beach surveys, stranding, tagging, or holding marine turtles in captivity, an individual, firm or corporation must identify:

1. Principal Officer: A principal officer who shall be listed on the permit and who is duly authorized to make legally binding decisions for the applicant. An individual applicant can identify themselves as the principal officer. The principal officer shall be independently responsible for ensuring that all activities are conducted in accordance with all terms and conditions of the permit, this chapter, and the Handbook and that all reports are submitted by the deadlines identified in the permit or the Handbook.

2. Qualified Individual: One or two qualified individuals who meet the requirements in this chapter and the Handbook for the requested activity. If more than one qualified individual is identified, the permit shall specify a lead qualified individual who shall serve as the primary contact for all authorized activities. The lead qualified individual, in addition and independently of the principal officer, shall be responsible for ensuring that all activities are conducted in accordance with all terms and conditions of the permit, this chapter, and the Handbook and that all reports are submitted by the deadlines identified in the permit or the Handbook. An individual applicant can identify themselves as the qualified individual. For a firm or corporation, the qualified individual(s) must either be in the applicant's employment or be affiliated with the applicant as a volunteer and be identified in the application by name. The lead qualified individual shall make all decisions concerning direct interactions with marine turtles including nesting beach surveys, marking and relocating nests, educational displays and activities, and basic husbandry and care for holding marine turtles in captivity in conjunction with the veterinarian listed on the permit. In the event a qualified individual leaves employment or discontinues their affiliation with the corporation or firm, the permit holder shall notify the Commission within forty-eight hours, and within 30 days secure the services of another qualified individual who meets all requirements in this rule and the Handbook.

(c) Loan Agreements: Any individual, firm or corporation who meets the criteria herein shall be eligible to receive authorization from the Commission in the form of a loan agreement to possess dead marine turtles or marine turtle parts for educational purposes pursuant to subsection 68E-1.0041(2), F.A.C.

(3) Processing: Applications submitted in accordance with subsection (1) shall be reviewed and processed as follows:

(a) Upon receipt of a request to conduct activities with marine turtles, Commission staff shall examine the application and, within 30 days of receipt, notify the applicant of any apparent errors or omissions and request any additional information required in accordance with Section 379.2431(1), F.S., this chapter and the Handbook. If the applicant does not respond to the Commission's request for additional information after 60 days, the request shall be denied without prejudice.

(b) Requests to conduct multiple activities including conservation, research, and holding marine turtles in captivity may be submitted within one application or amendment but each request shall be processed and approved or denied as a separate individual request in accordance with this chapter and statutory timeclocks. As each request is approved, FWC shall either administratively amend the existing permit to include that activity and any specific conditions or restrictions or issue a new permit that includes the requested activity and any specific conditions or restrictions.

(c) The applicant may also request to withdraw certain activities without prejudice.

(d) The Commission shall approve or deny requests within 90 days of receipt of a complete application. The Commission shall not approve an application that does not contain sufficient information to determine that all requirements of Section 379.2431(1), F.S., this chapter, and the requirements in the Handbook have been met.

(4) Nesting Beach Surveys: Applicants requesting a Marine Turtle Permit for the first time to conduct nesting surveys as a permit holder shall meet the following additional criteria or employ or identify at least one qualified individual who is affiliated with the applicant and who meets these criteria. Applicants shall submit documented information detailing how each qualified individual meets the following requirements including dates and specific location(s) where experience was acquired.

(a) Experience: The qualified individual shall have specific experience conducting nesting surveys, including a minimum of two (2) nesting seasons, or two hundred (200) hours, of marine turtle nesting survey experience and shall submit the information required under paragraph (b). State and federal employees who are requesting a permit for a marine turtle nesting survey program on state or federal land are not required to meet this criterion, but shall submit the following information for their program to document their experience.

(b) To document the qualified individual's experience, the applicant shall submit the following information:

1. The specific duties and responsibilities related to marine turtle conservation that have been carried out.
2. The frequency with which nesting surveys were conducted.
3. The area that was surveyed.
4. Whether surveys were conducted independently or with other authorized personnel.
5. Approximate number of crawls observed during a two (2) year period.
6. List of all of training that was received or presented and name of trainer.
7. Years of program oversight and number of others supervised.

(c) Knowledge: The qualified individual shall satisfactorily complete a set of standardized comprehensive qualifying examination questions pertaining to general marine turtle biology, nests, species characteristics, and the Commission Marine Turtle Conservation Handbook. The qualified individual shall correctly answer 90% of the questions to be eligible to receive a permit.

Qualified individuals who do not correctly answer 90% of the questions may retake the test after obtaining no less than one month additional field experience. State and federal employees who are requesting a permit for a marine turtle nesting survey program on state or federal lands are not required to meet this criterion.

(d) Education: The Commission shall also consider formal and continuing education course work and work experience in the permitting decision.

(e) References: The applicant shall provide two (2) references to verify the qualified individual's experience; each reference must have specific marine turtle nesting survey experience. These references must be knowledgeable regarding the qualified individual's responsibilities, performance, and experience in marine turtle nesting surveys. For experience based on work performed in Florida under a Commission-issued permit, at least one of the references must be a Marine Turtle Permit holder. For experience based on work performed outside of Florida, at least one of the references must be a program administrator or project leader. Personnel supervised by the applicant or qualified individual should not be used as a reference. Complete addresses, telephone numbers, and e-mail addresses should be provided for each reference. State and federal employees who are requesting a permit for a marine turtle nesting survey program on state or federal lands are not required to meet this criterion.

(f) Training: Qualified individuals are expected to complete a Commission nesting workshop annually. Principal officers are expected to complete these workshops the first year they are affiliated with a permit. Authorized personnel listed on the permit are expected to complete these workshops at least once every two years.

(g) Reporting: Standard reporting forms for nesting surveys and relocation of nests will be furnished by the Commission, and must be completed and submitted to the Commission annually to maintain the state permit. FWC Annual Index Nesting Beach Survey Form (FWC Form A-1, effective 6/16) and FWC Annual Report for the Statewide Nesting Beach Survey (FWC Form SNBS-1, effective 6/16) are hereby incorporated by reference and are available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-07544> and <https://www.flrules.org/Gateway/reference.asp?No=Ref-07545>.

(5) Nest Relocation: To qualify to relocate marine turtle nests, the applicant's qualified individual shall have a minimum of twenty-five (25) hours of having successfully relocated marine turtle nests obtained within the past five (5) years. Applicants shall submit documented information detailing how the qualified individual meets this requirement including dates and specific location(s) where experience was acquired. Relocations shall be considered successful if the hatch and emergence success meets or exceeds the hatch and emergence success averaged by species statewide. As part of the application, the applicant shall provide complete up-to-date documentation of the qualified individual's relocation experience including paragraphs (a) and (b), below. State and federal employees who are requesting a permit to relocate marine turtle nests on state or federal land are not required to meet this criterion.

(a) Experience: Field data sheets documenting relocation experience signed or verified by the Marine Turtle Permit holder (in Florida) or other biologist with marine turtle nesting survey experience (outside Florida) that oversaw the relocations.

(b) To document the qualified individual's experience, the applicant shall submit the following information:

1. List of all relocated nests with reason for relocation.
2. List of beach sites that received relocated nests and explanation of how they were chosen.
3. Hatching success data for all relocated nests.
4. Other information that documents experience or training for nest relocation.

(c) Knowledge: The qualified individual must satisfactorily complete a set of standardized comprehensive qualifying examination questions pertaining to marine turtle nest relocation techniques by correctly answering 90% of the questions. Qualified individuals who do not correctly answer 90% of the questions may retake the test after obtaining no less than one month additional field experience.

(6) Duplicate Requests: Upon receipt of multiple applications to conduct nesting surveys on the same designated beach, Commission staff shall consider the following in permit decisions.

(a) The length of time applicants or the qualified individuals conducted nesting surveys in that area and their familiarity with the specific beach.

(b) Ability of the applicants or the qualified individuals to provide the technical information required by a state or federal regulatory permit.

(c) History of compliance of the applicants and the qualified individuals with all reporting requirements.

(d) History of compliance of the applicants and the qualified individuals with all provisions of this chapter and the Handbook.

(e) Consistency in data collection for the Statewide and Index Nesting Beach Surveys.

(7) Regulatory Permit Monitoring: In the event a local, state or federal regulatory permit requires additional marine turtle nesting surveys and conservation activities on a beach that is already a part of either the Statewide or Index Nesting Beach Surveys, Commission staff shall modify the existing Marine Turtle Permit to include any additional survey or monitoring requirements of the regulatory permit if requested in writing by both the Marine Turtle Permit holder and the regulatory permittee. Otherwise a second authorization to conduct those activities required as conditions of the regulatory permit may be requested pursuant to subsection (1), above.

(a) If a second authorization is issued, only those additional activities not being conducted by the existing permit holder and that are required as conditions of the regulatory permit shall be authorized. All conservation activities such as marking or relocating nests shall be conducted secondary to the Statewide or Index Nesting Beach Surveys and in cooperation with the Marine Turtle Permit Holder authorized to conduct Statewide or Index Nesting Beach Surveys.

(b) Statewide and Index Nesting Beach data shall be submitted to the Commission by the Marine Turtle Permit Holder authorized to conduct Statewide or Index Nesting Beach Surveys.

(8) Conflict of Interest Prohibition: When marine turtle protection or monitoring is required as a condition of any regulatory permit, a Marine Turtle Permit to conduct such monitoring shall only be issued to an independent third party who can obtain appropriate authorization as required by this chapter. Counties or municipalities with an established marine turtle conservation program, including a permit holder, may conduct monitoring for all local government-sponsored activities such as beach nourishment provided the permit holder meets all requirements of this chapter and the primary responsibility of the permit holder and their program is conservation of marine turtles and not the implementation of other programs such as beach management.

(9) Stranding: To qualify to conduct stranding activities, the applicant's qualified individual shall have documented ten (10) stranded turtles, provide evidence of having attended a Commission stranding workshop within one year prior to application and acknowledge in writing that they have read and understand the protocols in the Handbook for conducting Sea Turtle Salvage Stranding Network (STSSN) activities. Qualified individuals and authorized personnel listed on the permit are expected to complete Commission stranding workshops at least once every two years.

(10) In-water Activities: Prior to conducting in-water protection or research work, the permit holder shall provide evidence of a valid Incidental Take Authorization from the National Oceanographic and Atmospheric Administration.

(11) Scientific Research: To qualify to conduct research with marine turtles, parts thereof, or their nests, applicants must be an individual who must submit a research proposal as outlined in Section 6 of the Handbook, which shall be reviewed and processed as follows.

(a) All research requests shall be reviewed by FWC staff to ensure the requirements of Section 379.2431(1), F.S., this chapter, and the Handbook are met. The Commission, using prudent peer review standards, shall consider the following in scientific research permit decisions:

1. The appropriateness of the proposed scientific methodologies,
2. The need for the research,
3. The extent that the project is designed to avoid or minimize negative impacts to marine turtles; and,
4. The potential for the research to add to scientific knowledge about marine turtle biology and to promote the recovery of marine turtle populations.

(b) FWC staff shall process requests to conduct scientific research with marine turtles as follows:

1. Requests to amend an existing research project to include methods that are minimally invasive or have negligible impacts or that propose the addition of a technique other than lethal take that the individual is currently approved to utilize in other FWC-authorized research projects will not require external peer review.

2. New research projects or amendments that include a technique that the individual has not been previously authorized to conduct with a particular marine turtle species or requests that include lethal take shall be submitted for external peer review in accordance with this chapter and the Handbook.

(c) External peer reviewers shall be invited to review proposals based on specific expertise, experience, or publication in the proposed methodology, procedure, species, or issue being investigated. External peer review shall proceed as follows:

1. Complete copies of research proposals that meet the requirements in the Handbook shall be sent to as many as five peer reviewers along with copies of relevant documents such as the primary investigator's curriculum vitae.

2. External peer reviewers shall be asked to comment on research objectives, methodology, study duration, potential for impacts to the experimental animals, investigator's experience in the proposed technique, and the potential for the research to add to

scientific knowledge about marine turtle biology and to promote the recovery of marine turtle populations.

3. External peer reviewers shall be asked to identify any potential conflicts of interest they may have with the proposed research or individual proposing it.

(d) The Commission may seek additional information from the individual applicant based on the peer review and provide recommendations for consideration.

(e) The Commission will impose restrictions on the permit or deny the application when necessary based on the above assessments.

(f) The Commission shall provide the individual applicant a copy of the Commission's draft permit for review and comment prior to permit issuance provided that agency final action can occur within the required statutory time clocks. The Commission will consider requests by the individual to modify proposed conditions or restrictions if the requested changes are consistent with Section 379.2431(1), F.S., and the modification can be completed within the required statutory timeclocks.

(12) Captive Facilities: To qualify to hold or to rehabilitate marine turtles for a conservation purpose or for education, applicants with ownership or control over property that maintains adequate equipment to safely hold and care for marine turtles for the purposes of the permitted activity and that meet the requirements of this chapter and Section 4 of the Handbook must do the following:

(a) Applicants requesting a permit to hold marine turtles for rehabilitation or education for the first time shall identify a principal officer and provide documentation of at least one qualified individual who will be responsible for the care and treatment of marine turtles in accordance with paragraph (2)(b), above. The following documentation of experience shall be submitted to the Commission and be subject to approval upon initial application and upon each instance of an application for amendment to change the qualified individual.

1. The qualified individual responsible for the care and treatment of marine turtles shall have no less than one (1) year with 1,000 hours experience in the direct care, feeding, handling, and husbandry of marine turtles. Applicants shall submit a notarized statement describing each qualified individual's specific experience, the date, and the specific location(s) where acquired.

2. Applicants shall provide two (2) references from individuals having personal knowledge of the qualified individual's experience in the husbandry and care of marine turtles. These references may include members of a professional organization or governmental institution such as universities, public agencies, zoological associations, herpetological societies and veterinarians. At least one reference must have specific experience holding marine turtles in captivity. Personnel supervised by the applicant or the qualified individual may not be used as a reference. Complete addresses, telephone numbers, and email addresses should be provided for each reference.

3. The applicant shall provide documentation that each qualified individual has agreed to provide care for the marine turtles to be housed in association with the application.

4. Each qualified individual shall be listed on the permit and, in conjunction with the veterinarians providing care, shall be responsible for all decisions related to holding, care, display, and public or media interaction with captive marine turtles.

(b) Veterinary care shall be provided by facilities holding or rehabilitating marine turtles. Veterinarians providing marine turtle care shall have expertise with marine turtles as outlined in this chapter and Section 4 in the Handbook. The applicant shall identify at least two veterinarians who will provide the care at the facility and include documentation of each veterinarian's experience with the application. The veterinarians identified in the application shall be listed on the Marine Turtle Permit.

1. The applicant shall provide references from practicing marine turtle rehabilitation veterinarians having personal knowledge of each proposed veterinarian's clinical proficiency in marine turtle rehabilitation, records of prior permits for the keeping of captive marine turtles, employment records, and any other competent documentation of the requisite experience to document proficiency with marine turtle care and treatment.

2. The applicant shall provide documentation that the veterinarians have agreed to provide veterinary care for marine turtles to be housed in association with the application.

3. For facilities located in Florida, the applicant shall provide a copy of a valid State of Florida veterinary license (Chapter 474, F.S.) and U.S. Drug Enforcement Administration (DEA) Controlled Substance Registration Certificate for each proposed veterinarian. For facilities located in other states, the applicant shall provide a copy of a valid veterinary license issued by the state where the facility is located. If one of the veterinarians holds a DEA Certificate for the facility's address and the appropriate controlled drugs are stored in accordance with federal regulations onsite for use by all veterinarians, than only one DEA Certificate is required. If controlled substances are not going to be stored onsite under a DEA Certificate for that site, than all attending

veterinarians must have DEA Certificates.

(c) All facilities making application to hold or to rehabilitate marine turtles are subject to inspection by Commission personnel before issuance of a permit and on a periodic basis for the duration of the permit, if issued.

1. All systems and exhibits proposed to house marine turtles must be in place and fully operational for a minimum of two (2) weeks prior to inspection, including but not limited to: structures, water source, water treatment and filtration systems, lighting, security, food storage, food preparation area(s), medical treatment areas and equipment, and educational signage.

2. The facility shall submit documentation that all water quality parameters identified in the Handbook have been met during that period.

3. The initial inspection must occur no sooner than two (2) weeks after the facility is completely operational.

(d) Rehabilitated marine turtles shall be released as soon as they are fit for survival in the wild. The determination of fitness shall be made by the attending veterinarian in consultation with Commission personnel. All releases shall be coordinated in advance with Commission personnel.

(e) All facilities holding live marine turtles shall complete the reporting forms supplied by the Commission and submit them quarterly. Report forms require information on the status of captive marine turtles, acquisitions, deaths, releases and water quality. Failure to provide timely reports shall be grounds for the Commission to revoke current permits and to deny future applications for authorization. The Marine Turtle Holding Facility Quarterly Report (FWC Form CAP-1, effective 4/16) is hereby incorporated by reference and is available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-07546>, or by contacting MTP@MyFWC.com.

(f) Marine turtles shall not be held for rehabilitation (whether or not the marine turtles are publicly displayed) in conditions detrimental to the turtle, as determined during a site inspection by Commission staff.

(g) Limited educational displays of marine turtles of a threatened species shall be authorized when consistent with the Handbook.

(h) Endangered marine turtles may be held on display in the event that they have been deemed non-releasable as a result of injuries that would preclude their ability to survive in the natural habitat, are of an unknown or non-Florida origin, or were acquired prior to the enactment of the Federal Endangered Species Act of 1973 (16 U.S.C. §1531 *et. seq.*).

(i) The applicant shall install interpretive signs regarding marine turtle conservation at the educational exhibit of marine turtles. The scientific content of such signs shall be submitted for approval by Commission staff prior to installation to mtp@myfwc.com or to the Tequesta Field Laboratory at the address in subsection (1), above. Commission staff will review the sign within thirty (30) days to determine if the information is accurate and will inform and instruct the public in the biology, habitat, or conservation needs of marine turtles. An approved sign must remain in place while captive or educational turtles are on display at the facility.

(13) Possession of Permit: A marine turtle conservation permit, loan agreement, or consent permit issued by the Commission must be in the possession of the named Marine Turtle Permit holder, qualified individual and authorized personnel at all times during conduct of authorized activities.

(14) Marine Turtle Conservation Handbook: The Commission Marine Turtle Conservation Handbook (effective 6/16) related to nesting surveys, nest relocation, release, and other management or conservation activities is hereby incorporated by reference and is available at the address listed in subsection (1), above and online at <https://www.flrules.org/Gateway/reference.asp?No=Ref-07547>.

(a) The requirements in the Handbook shall be considered conditions of any permit issued.

(b) The following forms, instructions and protocols are included in the Handbook and are hereby incorporated by reference.

1. Nourishment Monitoring Spreadsheet (FWC Form Nourish-1, effective 6/16) is available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-07548>.

2. FWC Statewide Nesting Beach Survey Instructions (effective 6/16) are available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-07549>.

3. FWC Fish and Wildlife Research Institute Statewide Nesting Beach Survey (SNBS) Protocol (effective 6/16) is available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-07550>.

4. FWC Fish and Wildlife Research Institute Index Nesting Beach Survey (INBS) Protocol (effective 6/16) is available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-07551>.

5. Rare Species Documentation Protocol (effective 6/16) is available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-07553>.

6. Tips and Tricks for Using a GPS Unit to Record Locations (effective 6/16) is available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-07554>.

7. Nest Productivity Assessment Spreadsheet (FWC Form NPA-1, effective 6/16) is available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-07555>.
8. Nest Productivity Assessment Protocol (effective 6/16) is available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-07556>.
9. FWC Marine Turtle Disorientation Report (FWC Form Dis-1, effective 6/16) is available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-07557>.
10. Disorientation Form Instructions (effective 6/16) are available at <https://www.flrules.org/gateway/reference.asp?No=Ref-07565>.
11. FWC Marine Turtle Obstructed Nesting Attempt Report Form (FWC Form ONA-1, effective 6/16) is available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-07558>.
12. FWC Obstructed Nesting Attempt Instructions (effective 6/16) are available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-07559>.
13. Sea Turtle Stranding and Salvage Network Stranding Report (FWC Form STSSN-1, effective 6/16) is available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-07560>.
14. Fibropapilloma Documentation Form (FWC Form STSSN-2, effective 6/16) is available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-07561>.
15. Protocol for Responding to Cold-Stunning Events (effective 6/16) is available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-07562>.
16. Cold Stun Event Turtle Data Form (FWC Form STSSN-3, effective 6/16) is available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-07563>.
17. Sea Turtle Stranding and Salvage Network Gross Necropsy Report (FWC Form STSSN-4, effective 6/16) is available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-07564>.
18. FWC Cooperative Marine Turtle Tagging Program (CMTTP) Tagging Data Form (FWC Form TAG-1, effective 6/16) is available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-07566>.
19. FWC Marine Turtle Holding Facility Quarterly Report (FWC Form CAP-1, effective 6/16) is available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-07567>.
20. Marine Turtle Transfer Form (FWC Form CAP-2, effective 6/16) is available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-07568>.
21. Educational Presentations Using Live Turtles Reporting Form (FWC Form E-1, effective 6/16) is available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-07569>.
22. Checklist for Pre-emergent Hatchling Collection (FWC Form Res-1, effective 6/16) is available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-07570>.
23. FWC Marine Turtle Annual Research Reporting Form (FWC Form Res-2, effective 6/16) is available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-07571>.
24. FWC Public Turtle Watch Schedule (FWC Form E-2, effective 6/16) is available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-07572>.
25. FWC Public Turtle Watch Summary (FWC Form E-3, effective 6/16) is available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-07573>.
26. FWC Nighttime Public Hatchling Release Form (FWC Form E-4, effective 6/16) is available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-07574>.
27. FWC Public Hatch Success Evaluation Form (FWC Form E-5, effective 6/16) is available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-07575>.

(c) The failure of the permit holder, principal officer, qualified individual or any authorized personnel listed on the permit to follow the requirements included in the Handbook or this chapter shall be considered as Rule 68-1.010, F.A.C., regarding revocation or suspension of current permits or denial of applications.

(c) The permit holder, principal officer, and lead qualified individual are responsible for transmitting the Handbook to all authorized personnel listed on the permit. Failure to properly distribute the Handbook and to supervise the activities of authorized personnel listed on the permit shall be considered as provided in Rule 68-1.010, F.A.C., regarding revocation or suspension of current permits or denial of applications.

(15) Additional Permits Required: Permits for scientific research issued under this chapter are not valid in state, federal, or local parks, monuments, sanctuaries or preserves without additional permits or concurrence from the appropriate management unit.

(16) Permit Duration: Permits shall be valid for one to two years as follows:

(a) Existing permit holders who have met all reporting deadlines and who are in compliance with all requirements in their permits, this chapter, and the Handbook, if approved, shall be approved for two (2) years.

(b) Applicants who have not previously held a Marine Turtle Permit for the requested conservation, education or research activity, who have not met all reporting deadlines timely, or who have not complied fully with permit conditions, this chapter or the Handbook, if approved, shall only be approved for one (1) year.

(c) All reports and information required in this chapter or the Handbook must be submitted as specified in the permit, this chapter and the Handbook and accepted as complete by agency staff.

(17) Transferability: Permits are non-transferable and shall be issued to a single applicant acting as the permit holder.

(18) Authorized personnel: The Commission shall allow up to twenty-four authorized personnel to conduct the marine turtle conservation work under the supervision and request of the permit holder or lead qualified individual. The permit shall not exceed twenty-six listed names.

(a) The Commission shall allow additional personnel under a consent permit in accordance with subsection 68E-1.0041(3), F.S., when requested by the permit holder provided these individuals are not directly involved in data collection, nesting surveys, or in direct contact with a marine turtle, nest, or hatchlings unless specifically approved by Commission staff. The request must list each additional individual, their address and phone number, specify the activity in which they will participate, and describe the training provided for that activity.

(b) Permits shall include all authorized personnel, each of which must be named on the permit prior to field work. The permit holder and other individuals listed on the permit shall have the permit or a copy thereof upon their person while conducting work with marine turtles, their nests, hatchlings or turtle parts. No non-authorized personnel may participate in permitted activities.

(19) Permit Renewal: Renewal of existing Marine Turtle Permits shall occur as follows:

(a) All renewal requests, forms, and reports required pursuant to this chapter shall be submitted to the Commission through the online permit portal or to the Tequesta office approximately two months prior to the expiration of the existing permit.

(b) Permit renewals shall be based upon satisfactory compliance with this chapter, the conditions of the existing permit, receipt of all reports for authorized activities, compliance with the Handbook for authorized activities, the need for a specific activity, and response to Commission staff upon request for information related to authorized activities.

Rulemaking Authority 379.2431(1), 379.244(2) FS. Law Implemented 379.2431(1), 379.244(2) FS. History—New 2-11-81, Amended 8-6-81, Formerly 16B-40.04, 16B-40.004, 16R-1.004, 62R-1.004, Amended 7-1-04, 12-9-07, 3-24-13, 7-20-14, 11-23-16.

68E-1.0041 Authorizations for Marine Turtle Research, Conservation, and Educational Activities.

(1) Conservation Permits – Activities that require a conservation permit include, but are not limited to, any actions associated with a living or stranded marine turtle, its nest, or hatchlings such as:

(a) Any research or conservation activities, or

(b) Any educational activities, including, but not limited to, educational displays or public awareness walks.

(c) Hatcheries shall not be approved unless authorized in an incidental take authorization from the U.S. Fish and Wildlife Service.

(2) Loan Agreement – Activities involving use of any dead marine turtle or parts thereof shall be authorized by a loan agreement. Authorization For Loan of Marine Turtle Specimens (FWC Form ST-LA effective 12/07) is hereby incorporated by reference and is available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-07576>, or by contacting MTP@MyFWC.com.

(3) Consent Permit – The following activities shall be authorized by a consent permit:

(a) Transfer of marine turtles, or parts thereof, to or from permit holders into or out of the state of Florida;

(b) Limited consumptive use of marine turtle parts for research;

(c) One-time events or minor activities that are not of a sufficient magnitude to require a conservation permit or a modification to an existing conservation permit;

(d) Actions undertaken in response to an emergency officially designated by the appropriate officials of the state of Florida, or

(e) Actions that are a result of short term collaboration with Commission staff, such as directed research or management activities.

Rulemaking Authority 379.2431(1), 379.244(2) FS. Law Implemented 379.2431(1), 379.244(2) FS. History—New 12-9-07, 11-23-16

68E-1.005 Suspensions and Revocation.

(1) Non-compliance with permits issued under the provisions of this chapter is subject to the following actions:

(a) For all one year permits, failure to fulfill reporting requirements or respond to other information requests shall constitute a minor violation of this rule. Such a violation shall cause the Commission to issue a notice of noncompliance to the permittee, and issuance of subsequent year permits shall not proceed until the permittee fulfills all such requirements.

(b) For all two year permits, failure to fulfill reporting requirements or respond to other information requests shall cause the Commission to issue a notice of noncompliance to the permittee. Failure to come into compliance in a timely manner shall subject the permittee to suspension or revocation.

(c) Permittee shall be subject to permit suspension or revocation by the Commission if it finds that the permit holder or qualified individual has violated this chapter, Chapter 379, F.S., Title 68, F.A.C., state or federal wildlife protection acts or codes, submitted false information in the application, has deviated significantly from the approved activity, or has violated conditions under which the permit was originally issued.

(2) Permits issued under this chapter are subject to the provisions of Rule 68-1.010, F.A.C.

Rulemaking Authority 379.2431(1), 379.244(2) FS. Law Implemented 379.2431(1), 379.244(2) FS. History—New 2-11-81, Formerly 16B-40.05, 16B-40.005, 16R-1.005, 62R-1.005, Amended 12-9-07, 3-24-13, 11-23-16.

68E-1.0061 Additional Special Requirements for Any and All Marine Turtles.

Rulemaking Authority 379.2431(1), 379.244(2), 379.407 FS. Law Implemented 379.2431(1), 379.244(2), 379.407 FS. History—New 2-11-81, Formerly 16B-40.061, 16B-40.0061, 16R-1.0061, 62R-1.0061, Repealed 11-23-16.

Attachment D

Table 20. Sea turtle monitoring following sand placement activity.

CHARACTERISTIC	PARAMETER	MEASUREMENT	VARIABLE
Nesting Success	False crawls - number	Visual assessment of all false crawls	Number and location of false crawls in nourished areas and non-nourished areas: any interaction of the turtle with obstructions, such as groins, seawalls, or scarps, should be noted.
	False crawl - type	Categorization of the stage at which nesting was abandoned	Number in each of the following categories: emergence-no digging, preliminary body pit, abandoned egg chamber.
	Nests	Number	The number of sea turtle nests in nourished and non-nourished areas should be noted. If possible, the location of all sea turtle nests shall be marked on a project map, and approximate distance to seawalls or scarps measured in meters. Any abnormal cavity morphologies should be reported as well as whether turtle touched groins, seawalls, or scarps during nest excavation.
		Lost Nests	The number of nests lost to inundation or erosion or the number with lost markers.
	Nests	Relocated Nests	The number of nests relocated and relocation area on a map of the areas. The number of successfully hatched eggs per relocated nest.
	Lighting Impacts	Disoriented sea turtles	The number of disoriented hatchlings and adults shall be documented and reported in accordance with existing FWC protocol for disorientation events.



Bay County Board of County Commissioners Agenda Item Summary

Alternate Water Supply Test Well Abandonment Site Access Agreements

DEPARTMENT MAKING REQUEST/NAME:

Utility Services Department Benjamin Blitch, P.E., Director

MEETING DATE: 4/4/2017

REQUESTED MOTION/ACTION:

Board: 1) Approve the Site Access Agreement between Bay County and Deseret Ranches of North Florida, LLC; 2) Approve the Site Access Agreement between Bay County and The St. Joe Company; and 3) Authorize the Chairman to execute the Site Access Agreements.

AGENDA

Utility Services -
Consent

BUDGETED ITEM? Yes**BUDGET ACTION:**

This project is budgeted in the FY17 budget - Department 0405. The funds for this project come from the rate for Wholesale Water.

FINANCIAL IMPACT SUMMARY STATEMENT:

N/A

BACKGROUND:

In 2007 and 2008, as part of the exploratory process to identify a sustainable alternate drinking water source, Bay County Utilities installed three very deep primary test wells at different locations on property in northwest Bay County owned by The St. Joe Company (St. Joe). Additionally, numerous shallower background and test sampling wells were installed at each site. Bay County has since brought online the additional water pumping station at Econfinia Creek. Northwest Florida Water Management District (NFWFMD) has requested that the wells be abandoned in accordance with the NFWFMD well permits.

St. Joe recently sold a portion of the property containing several of the wells to Deseret Ranches of North Florida (Deseret). Bay County Legal staff and legal staff from both St. Joe and Deseret have revised the previous Site Access Agreement. The revised Site Access Agreements are attached as **Exhibits 1 and 2**. Utilities staff is preparing a Request for Proposal (RFP) for solicitation of the required abandonment of the wells.

ATTACHMENTS:**Description****Type**

Exhibit 1 - AWS Well Abandonment Site Access Agreement - Deseret Ranches

Exhibit

Exhibit 2 - AWS Well Abandonment Site Access Agreement - St. Joe Company

Exhibit

**LICENSE, LIABILITY AND INDEMNIFICATION AGREEMENT
AND WAIVER OF CLAIMS**

THIS LICENSE, LIABILITY AND INDEMNIFICATION AGREEMENT AND WAIVER OF CLAIMS ("Agreement") is made and entered into by and between **DESERET RANCHES OF NORTH FLORIDA, LLC**, a Delaware limited liability company (the "Licensor"), and **BAY COUNTY, FLORIDA**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, (the "Licensee").

RECITALS:

A. Licensee desires to enter over and upon land owned by Licensor (the "Property") and more specifically upon an area of the Property more clearly depicted and labeled as "Site #1" in the map referenced as **EXHIBIT "A"** (the "License Area"). Licensee desires to enter upon the License Area for the purpose of plugging and abandoning the 16-inch well located at "Site 1" ("Activities") on the License Area.

B. Licensor is willing to grant Licensee a temporary non-exclusive revocable right of usage and access to and from the License Area (the "License") solely as necessary to conduct the Activities, but only based on the terms and conditions hereof.

C. Licensee acknowledges and appreciates the risks of coming on the Property.

D. Licensee acknowledges and agrees that Licensee and all persons under Licensee's direction and control, as well as any other person on the Property because of Licensee (collectively, the "Invitees") and Contractors (defined herein) shall at all times exercise due care for their own personal safety and the safety on the Property and shall fully indemnify Licensor for any damages which may occur on the Property and/or are or will be associated with Licensee's entry on the Property.

NOW, THEREFORE, in consideration of the mutual undertakings of the parties set forth in this Agreement and of other valuable considerations, the receipt and sufficiency of which the parties hereby acknowledge the parties hereby agree as follows:

1. **Incorporation of Recitals.** The recitals above are incorporated herein as if restated.

2. **Grant of License.** Licensor hereby grants a License to Licensee, its employees, agents, subcontractors, and persons under Licensee's control, and to any contractor hired by Licensee, its employees, agents, subcontractors, and all persons under their direction and control (collectively, "Contractors"), as well as the "Invitees", to access and use solely the License Area for the sole purpose of conducting the Activities; provided however, that Licensee, Invitees and Contractors shall only be allowed to access the License Area between the hours of 7:00 AM until 7:00 PM daily. Licensee, Invitees and Contractors may not conduct any activity within the Property other than the Activities without the prior written consent of Licensor.

3. **Activities and Release of Liability.** Licensee hereby agrees that it will plug and abandon the 16-inch well identified as Site # 1 on the License Area to the standards and satisfaction of NFWMD and FDEP and as follows: the Licensee, or its Contractors, shall remove the above-ground piping, column pipe, pump, and electrical equipment and shall cut the well casing a minimum of 42 inches below ground level and remove it from the Site. Upon Licensee's completion of the Activities in accordance with this Section, Licensor fully and completely releases Licensee from any future liability, maintenance, repair and/or any other future responsibility related to the 16-inch well. Further, at the time NFWMD assumes responsibility and liability for the same under a separate agreement, Licensor releases Licensee from future liability, maintenance, repair and/or any other future responsibility related to the three other wells located within the License Area.

4. **Term and Termination.** The term of the License shall commence upon joint execution of this Agreement and terminate six (6) months thereafter (the "Term"), unless extended by Licensor, subject to the use restrictions set forth in Section 5 below or unless automatically terminated by Licensee's completion of the Activities as required under Section 3. Licensee understands and agrees that Licensor may terminate this Agreement at any time and for no reason at all upon thirty (30) days' advance written notice to Licensee.

5. **Use Restrictions.** The License Area may be used solely to conduct the Activities and only during the Term. The Property may be entered only as necessary to access the License Area to conduct the Activities and only by the most direct route. Licensee shall faithfully comply with all rules posted on the Property or otherwise reasonably dictated by Licensor. There shall be no use or act by Licensee, its Contractors or Invitees which is in violation of any such rule, or any law or ordinance established by any federal, state, municipal or local governmental or regulatory agency. Licensee shall not permit any use of the Property which would cause a disruption or which would be offensive or harmful in Licensor's reasonable discretion. Prior to performing any activity under this Agreement, Licensee shall have its Contractors execute and deliver to Licensor a Joinder Agreement in the form attached hereto as **EXHIBIT "B"**. Contractors shall comply with this Agreement, all permits, as well as all applicable laws and regulations, with respect to performing the Activities.

6. **Release and Indemnity.** As further consideration for the License granted hereunder, Licensee hereby agrees:

A. to assume all risks involved and to be fully responsible for the safety of Licensee, its Contractors and Invitees and, and hereby releases, saves and discharges Licensor, its successors and assigns, from any and all claims and demands of whatever nature, whether for personal injury or death of Licensee, its Contractors or Invitees, or loss of, or damage to personal property, and hereby assumes further full responsibility for any accident, death, dismemberment, temporary or permanent disability resulting to Licensee and any Contractors and Invitees as a result of the License granted herein;

B. to indemnify and hold harmless Licensor, its successors or assigns (without waiving the sovereign immunity limitations on liability for Licensee under §768.28, Florida Statutes) from any liability, costs and expenses, including attorney's fees, on account of injury to

or death of any person or persons whomsoever, including Licensee, Contractors, Invitees, employees, agents or representatives of the parties hereto or third persons, or for any loss or damage to property arising from or in connection with the permitted Activities, the use or occupancy of the License Area, or from ingress or egress from the Property; and

C. that neither Licensee nor its Contractors or Invitees shall record a Notice of Commencement on the Property and that Licensee shall pay for all services in connection with the Activities and pay or bond off any liens recorded against the Property by Contractors and/or Invitees within fifteen (15) days of recording of said liens.

7. **Confidentiality.** For so long as Licensor owns the License Area and the Property, any information or knowledge acquired by Licensee or its Contractors and Invitees from the Activities or otherwise gained as a direct or indirect result of this License shall not be used, published (including public publications) or divulged by Licensee or its Contractors or Invitees to any other person, firm, corporation, or governmental agency or in any other manner or connection whatsoever without first having obtained written permission of Licensor, which permission Licensor may withhold in its sole discretion, or unless required by law. However, nothing herein shall prevent the Licensee from complying with the requirements of Florida's public records law, Chapter 119, Florida Statutes, compliance with which will not be considered a violation of this agreement.

8. **No Waste.** Licensee agrees that no act shall be permitted and nothing shall be kept in or about the Property or License Area that will increase the risk of any hazard, fire or catastrophe, and no waste shall be permitted or committed upon, or any damage done to said Property. Licensee shall in no way take any action to adversely affect the merchantability of timber on Licensor's property. Licensee shall not permit the Property to be used or occupied in any manner which violates any laws or regulations of any governmental agency.

9. **Insurance.** Unless otherwise specified in this Agreement, Licensee's Contractors shall, at their sole expense, maintain in effect at all times during License Term insurance coverages with limits not less than those set forth below with insurers and under forms of policies satisfactory to Licensor. Prior to commencing the Activities, Contractors shall deliver to Licensor Certificates of Insurance as evidence that policies providing such coverage and limits of insurance set forth below are in full force and effect, which Certificates shall provide that no less than thirty (30) calendar days advance notice will be given in writing to Licensor prior to cancellation, termination or material alteration of said policies or insurance. All insurance shall be carried in companies satisfactory to Licensor, shall name Licensor, its partners, its parent corporations, its affiliates and their respective officers, directors, authorized representatives and employees and Licensor's mortgagees as additional insured and the Policy shall include the condition that it is primary and that any liability insurance maintained by Licensor or any other additional insured is excess and non-contributory. The insurance required under this Section shall include the following coverage and limits in the following categories, amounts and detail:

- a. Worker's Compensation as required by applicable law and Employers' Liability Insurance with minimum limits of One Million and No/100 U.S. Dollars (\$1,000,000.00) per occurrence.

b. Commercial General Liability Insurance and Comprehensive Automobile Liability Insurance on an "occurrence" basis, including Bodily Injury and Property Liability in limits of not less than One Million and No/100 U.S. Dollars (\$1,000,000.00) each occurrence or combined single limit which shall include broad form contractual liability insurance and coverage for independent contractors and completed operations.

c. All policies will be endorsed to include the Licensor as an additional insured, and will state that the insurance is primary insurance as regards any other insurance carried by the Licensor. All insurance coverages required by this Section shall be issued by companies with an A-VIII rating or better in the Best Guide, on forms acceptable to Licensor and shall provide that coverage thereunder may not be reduced or canceled unless thirty (30) calendar days prior written notice thereof is furnished to Licensor. Certificates of insurance shall be provided to Licensor prior to commencing the Activities. Contractors, for all those furnishing labor or materials to or through Licensee hereby agree to waive their right of subrogation and that such waiver shall be permitted by the insurance policy or policies procured by Contractors.

10. **Waiver.** No failure of Licensor to enforce any term hereof shall be deemed a waiver of said term. The rights and remedies of Licensor as contained in this License and as permitted by law or equity shall be cumulative.

11. **Assignment.** Licensee may not assign this License in whole or in part, without the prior written approval of Licensor, which approval may be withheld at Licensor's absolute discretion.

12. **Recording.** This License shall not be recorded in the public records.

IN WITNESS WHEREOF, Licensors and Licensee execute this Agreement as of the date set forth below.

LICENSOR:

**DESERET RANCHES OF NORTH
FLORIDA, LLC,**
a Delaware limited liability company

By: *Michael Arceneaux*
Michael Arceneaux
General Manager

5831 Highway 22
Wewahatchka, FL 32465

Date: *3/16/2017*

LICENSEE:

**BAY COUNTY BOARD OF COUNTY
COMMISSIONERS**

By: _____
William T. Dozier, Chairman

840 W. 11th Street
Panama City, Florida 32401

Date: _____

Approved as to form:

Office of the County Attorney

ATTEST:

Bill Kinsaul, Clerk of Court

EXHIBIT "A"

The Property

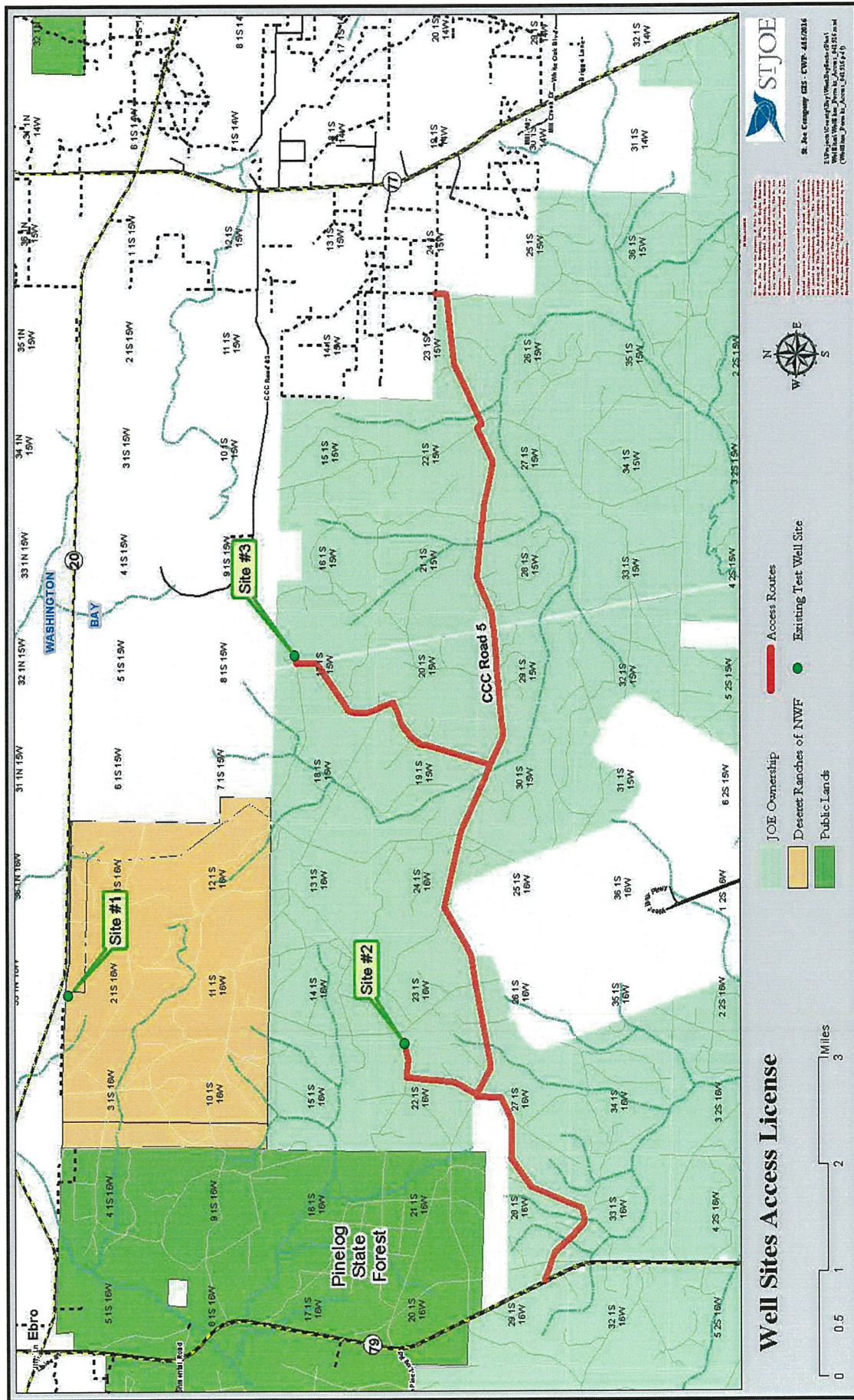


EXHIBIT "B"

JOINDER AGREEMENT

The undersigned, _____
[INSERT NAME OF CONTRACTOR AND TYPE OF ENTITY], hereby acknowledges receipt
of a copy of the License, Liability and Indemnification Agreement and Wavier of Claims dated
_____, 2017 by _____ and _____ between
_____, ("Licensor") and
_____, ("Licensee") (the
"Agreement").

By completion of this Joinder Agreement, the undersigned agrees to comply with and to be bound by the terms, conditions, covenants and restrictions of the Agreement in all respects, including, without limitation, the obligation to conduct its work for the Licensee in accordance with the provisions of the Agreement, to assume the risks provided in the Agreement and to carry insurance and provide evidence of such consistent with Section 9 of the Agreement. The undersigned understands that all provisions of the Agreement are hereby made a part of this Joinder Agreement.

The undersigned Contractor/Subcontractor additionally agrees to indemnify and hold harmless Licensor, its successors and assigns, from any liability, costs and expenses, including attorney's fees, on account of injury or death of any person or persons, whomsoever, including Licensee, Contractor, Subcontractor, employees, agents or representatives of the parties hereto, or third person, or for any loss or damage to property arising from or in connection with the use or occupancy of the Licensor's Property, including, without limitation, the Activities.

The undersigned Contractor/Subcontractor specifically represents and warrants to Licensor that it (i) has the professional experience and skill to exercise its rights and perform its obligations hereunder, (ii) shall comply with applicable federal, state and local laws, including all professional registration and licensing (both corporate and individual) for all permitted Activities, (iii) shall exercise its rights and perform their obligations in accordance with generally accepted professional standards, (iv) have sufficient capital assets and are adequately financed to meet all financial obligations it may be required to incur hereunder and (v) has obtained all permits necessary to perform the Activities.

All references in the Agreement to a "Contractor" or "Subcontractor" of the Company shall henceforth be deemed to include the undersigned.

Any notice to be addressed to the undersigned pursuant to the provisions of the Agreement shall be sent to:

The undersigned may change the address for notice if necessary in the future by notifying Licensor and Licensee in writing of such change.

Dated the _____ day of _____, 2017.

[INSERT NAME OF
CONTRACTOR/SUBCONTRACTOR]

By: _____
Its: _____
Date: _____

**LICENSE AND INDEMNIFICATION AGREEMENT
AND WAIVER OF CLAIMS**

THIS LICENSE AND INDEMNIFICATION AGREEMENT AND WAIVER OF CLAIMS ("Agreement") is made and entered into by and between **THE ST. JOE COMPANY**, a Florida corporation, on its behalf and on behalf of its affiliated subsidiary entities (the "Licensor"), and **BAY COUNTY, FLORIDA**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, (the "Licensee").

RECITALS:

A. Licensee desires to enter over and upon land owned by Licensor and more clearly depicted in the map referenced as **EXHIBIT "A"** (the "Property") and Licensee desires to enter upon the Property by the access routes shaded in red to access the wells marked as "Site #2" and "Site #3" for the purpose of plugging and abandoning environmental test wells identified as NWF ID 9660 located at "Site 2", and environmental test well identified as NWF ID 9734 and the UFA monitoring well identified as NWF ID 9942 located at "Site 3" ("Activities") on those parts of the Property.

B. Licensor is willing to grant Licensee a temporary non-exclusive revocable right of usage and access to and from the Property (the "License") to conduct the Activities, but only based on the terms and conditions hereof.

C. Licensee acknowledges and appreciates the risks of coming on the Property.

D. Licensee acknowledges and agrees that Licensee and all persons under Licensee's direction and control, as well as any other person on the Property because of Licensee (collectively, the "Invitees") and Contractors (defined herein) shall at all times exercise due care for their own personal safety and the safety on the Property and shall fully indemnify Licensor for any damages which may occur on the Property and/or are or will be associated with Licensee's entry on the Property.

NOW, THEREFORE, in consideration of the mutual undertakings of the parties set forth in this Agreement and of other valuable considerations, the receipt and sufficiency of which the parties hereby acknowledge the parties hereby agree as follows:

1. **Incorporation of Recitals.** The recitals above are incorporated herein as if restated.

2. **Grant of License.** Licensor hereby grants a License to Licensee, its employees, agents, subcontractors, and persons under Licensee's control, and to any contractor hired by Licensee, its employees, agents, subcontractors, and all persons under their direction and control (collectively, "Contractors"), as well as the "Invitees", to enter the Property for the sole purpose of conducting the Activities; provided however, that Licensee and Contractors shall only be allowed access to the Property between the hours of 7:00 AM until 7:00 PM daily. Licensee may not conduct any activity within the Property other than the Activities without the prior written consent of Licensor.

3. **Activities and Release of Liability.** Licensee hereby agrees that it will plug and abandon the wells identified as Site # 2 and Site # 3 on the License Area to the standards and satisfaction of NFWMD and FDEP and as follows: the Licensee, or its Contractors, shall remove the above-ground piping, column pipe, pump, and electrical equipment and shall cut the well casings a minimum of 42 inches below ground level and remove them from the Site. Upon Licensee's completion of the Activities in accordance with this Section, Licenser fully and completely releases Licensee from any future liability, maintenance, repair and/or any other responsibility related to the wells.

4. **Term and Termination.** The term of the License shall commence upon joint execution of this Agreement and terminate six (6) months thereafter (the "Term"), unless extended by Licenser, subject to the use restrictions set forth in Section 5 below or unless automatically terminated by Licensee's completion of the Activities to the satisfaction of FDEP and NFWMD. Licensee understands and agrees that Licenser may terminate this Agreement at any time and for no reason at all upon thirty (30) days' advance written notice to Licensee.

5. **Use Restrictions.** The Property may be used solely to conduct the Activities and only during the Term. Licensee shall faithfully comply with all rules posted on the Property or otherwise reasonably dictated by Licenser. There shall be no use or act by Licensee, its Contractors or Invitees which is in violation of any such rule, or any law or ordinance established by any federal, state, municipal or local governmental or regulatory agency. Licensee shall not permit any use of the Property which would cause a disruption or which would be offensive or harmful in Licenser's reasonable discretion. Prior to performing any activity under this Agreement, Licensee shall have its Contractors execute and deliver to Licenser a Joinder Agreement in the form attached hereto as **EXHIBIT "B"**. Contractors shall comply with this Agreement, all permits, as well as all applicable laws and regulations, with respect to performing the Activities.

6. **Release and Indemnity.** As further consideration for the License granted hereunder, Licensee hereby agrees:

A. to assume all risks involved and to be fully responsible for the safety of Licensee, its Contractors and Invitees and, and hereby releases, saves and discharges Licenser, its successors and assigns, from any and all claims and demands of whatever nature, whether for personal injury or death of Licensee, its Contractors or Invitees, or loss of, or damage to personal property, and hereby assume further full responsibility for any accident, death, dismemberment, temporary or permanent disability resulting to Licensee and any Contractors and Invitees as a result of the License granted herein; and

B. to indemnify and hold harmless Licenser, its successors or assigns (without waiving the sovereign immunity limitations on liability for Licensee under §768.28, Florida Statutes) from any liability, costs and expenses, including attorney's fees, on account of injury to or death of any person or persons whomsoever, including Licensee, Contractors, Invitees, employees, agents or representatives of the parties hereto or third persons, or for any loss or damage to property arising from or in connection with the permitted Activities, the use or occupancy of the Property, or from ingress or egress from the Property.

C. that neither Licensee nor its Contractors or Invitees shall record a Notice of Commencement on the Property and that Licensee shall pay for all services in connection with the Activities and pay or bond off any liens recorded against the Property by Contractors and/or Invitees within fifteen (15) days of recording of said liens.

7. **Confidentiality.** For so long as Licensor owns the Property, any information or knowledge acquired by Licensee or its Contractors and Invitees from the Activities or otherwise gained as a direct or indirect result of this License shall not be used, published (including public publications) or divulged by Licensee or its Contractor or Invitees to any other person, firm, corporation, or governmental agency or in any other manner or connection whatsoever without first having obtained written permission of Licensor, which permission Licensor may withhold in its sole discretion, or unless required by law. However, nothing herein shall prevent the Licensee from complying with the requirements of Florida's public records law, Chapter 119, Florida Statutes, compliance with which will not be considered a violation of this agreement.

8. **No Waste.** Licensee agrees that no act shall be permitted and nothing shall be kept in or about said Property that will increase the risk of any hazard, fire or catastrophe, and no waste shall be permitted or committed upon or any damage done to said Property, including but not limited to Licensee shall in no way take any action or fail to take necessary action to ensure no adverse effect of to the merchantability of timber on Licensor's property. Licensee shall not permit the Property to be used or occupied in any manner which violates any laws or regulations of any governmental agency.

9. **Insurance.** Unless otherwise specified in this Agreement, Licensee's Contractors shall, at their sole expense, maintain in effect at all times during License Term insurance coverages with limits not less than those set forth below with insurers and under forms of policies satisfactory to Licensor. Prior to commencing the Activities, Contractors shall deliver to Licensor Certificates of Insurance as evidence that policies providing such coverage and limits of insurance set forth below are in full force and effect, which Certificates shall provide that no less than thirty (30) calendar days advance notice will be given in writing to Licensor prior to cancellation, termination or material alteration of said policies or insurance. All insurance shall be carried in companies satisfactory to Licensor, shall name Licensor, its partners, its parent corporations, its affiliates and their respective officers, directors, authorized representatives and employees and Licensor's mortgagees as additional insured and the Policy shall include the condition that it is primary and that any liability insurance maintained by Licensor or any other additional insured is excess and non-contributory. The insurance required under this Section shall include the following coverage and limits in the following categories, amounts and detail:

- a. Worker's Compensation as required by applicable law and Employers' Liability Insurance with minimum limits of One Million and No/100 U.S. Dollars (\$1,000,000.00) per occurrence.
- b. Commercial General Liability Insurance and Comprehensive Automobile Liability Insurance on an "occurrence" basis, including Bodily Injury and Property Liability in limits of not less than One Million and No/100 U.S. Dollars (\$1,000,000.00) each

occurrence or combined single limit which shall include broad form contractual liability insurance and coverage for independent contractors and completed operations.

c. All policies will be endorsed to include the Licensor as an additional insured, and will state that the insurance is primary insurance as regards any other insurance carried by the Licensor. All insurance coverages required by this Section shall be issued by companies with an A-VIII rating or better in the Best Guide, on forms acceptable to Licensor and shall provide that coverage thereunder may not be reduced or canceled unless thirty (30) calendar days prior written notice thereof is furnished to Licensor. Certificates of insurance shall be provided to Licensor prior to commencing the Activities. Contractors, for all those furnishing labor or materials to or through Licensee hereby agree to waive their right of subrogation and that such waiver shall be permitted by the insurance policy or policies procured by Contractors.

10. **Waiver.** No failure of Licensor to enforce any term hereof shall be deemed a waiver of said term. The rights and remedies of Licensor as contained in this License and as permitted by law or equity shall be cumulative.

11. **Assignment.** Licensee may not assign this License in whole or in part, without the prior written approval of Licensor, which said approval may be withheld at Licensor's absolute discretion.

12. **Recording.** This License shall not be recorded in the public records.

[Signatures follow on next page]

IN WITNESS WHEREOF, Licensor and Licensee executed this Agreement as of the date set forth below.

LICENSOR:

THE ST. JOE COMPANY,
a Florida corporation

By: _____

Budget Bledsoe

133 S Watersound Parkway
Watersound, Florida 32461

Date: _____

3-10-2017

LICENSEE:

**BAY COUNTY BOARD OF COUNTY
COMMISSIONERS**

By: _____

William T. Dozier, Chairman

840 W. 11th Street
Panama City, Florida 32401

Date: _____

Well Sites Access License

Legend:

- Joe Ownership (Green)
- Desert Ranches of NWF (Orange)
- Public Lands (Blue)
- Access Routes (Red line)
- Existing Test Well Site (Green dot)

Scale: 0 0.5 1 2 3 Miles

STJOE
 St. Joe Company, Inc. - CTR-445/0816
 13000 N. 10th Ave., Suite 100, Phoenix, AZ 85021
 (602) 998-1000, Fax: (602) 998-1001, Email: stjoe@stjoe.com

EXHIBIT "B"

JOINDER AGREEMENT

The undersigned, _____
[INSERT NAME OF CONTRACTOR AND TYPE OF ENTITY], hereby acknowledges receipt of a copy of the License and Indemnification Agreement dated _____, 2017 by and between **THE ST. JOE COMPANY**, a Florida corporation ("Licensor") and **BAY COUNTY, FLORIDA**, a political subdivision of the State of Florida, by and through its Board of County Commissioners ("Licensee") (the "Agreement").

By completion of this Joinder Agreement, the undersigned agrees to comply with and to be bound by the terms, conditions, covenants and restrictions of the Agreement in all respects, including, without limitation, the obligation to conduct its work for the Licensee in accordance with the provisions of the Agreement, to assume the risks provided in the Agreement and to carry insurance and provide evidence of such consistent with Section 9 of the Agreement. The undersigned understands that all provisions of the Agreement are hereby made a part of this Joinder Agreement.

The undersigned Contractor/Subcontractor additionally agrees to indemnify and hold harmless Licensor, its successors and assigns, from any liability, costs and expenses, including attorney's fees, on account of injury or death of any person or persons, whomsoever, including Licensee, Contractor, Subcontractor, employees, agents or representatives of the parties hereto, or third person, or for any loss or damage to property arising from or in connection with the use or occupancy of the Licensor's Property, including, without limitation, the Activities.

The undersigned Contractor/Subcontractor specifically represents and warrants to Licensor that it (i) has the professional experience and skill to exercise its rights and perform its obligations hereunder, (ii) shall comply with applicable federal, state and local laws, including all professional registration and licensing (both corporate and individual) for all permitted Activities, (iii) shall exercise its rights and perform their obligations in accordance with generally accepted professional standards, (iv) have sufficient capital assets and are adequately financed to meet all financial obligations it may be required to incur hereunder and (v) has obtained all permits necessary to perform the Activities.

All references in the Agreement to a "Contractor" or "Subcontractor" of the Company shall henceforth be deemed to include the undersigned.

Any notice to be addressed to the undersigned pursuant to the provisions of the Agreement shall be sent to:

The undersigned may change the address for notice if necessary in the future by notifying Licensors and Licensees in writing of such change.

Dated the _____ day of _____, 2017.

[INSERT NAME OF
CONTRACTOR/SUBCONTRACTOR]

By: _____

Its: _____

Date: _____



Bay County Board of County Commissioners Agenda Item Summary

Goodwill Industries - Big Bend Inc. Industrial Development Revenue Bonds

DEPARTMENT MAKING REQUEST/NAME:

Office of County Attorney Don Banks, County Attorney

MEETING DATE: 4/4/2017

REQUESTED MOTION/ACTION:

Board approve the resolution authorizing (1) the issuance of the Bay County, Florida Industrial Development Revenue Refunding Bonds (Goodwill Industries – Big Bend, Inc.), Series 2017, and (2) the Chairman to sign any and all documents related to completing and closing the bond issue.

AGENDA

County Attorney - Regular

BUDGETED ITEM? N/A**BUDGET ACTION:**

None Needed.

FINANCIAL IMPACT SUMMARY STATEMENT:

No financial impact to the County.

BACKGROUND:

Bay County previously issued its Industrial Development Revenue Bonds (Goodwill Industries – Big Bend, Inc. Project), Series 2012A and B to finance and refinance certain qualifying facilities located in Bay County and Leon County, Florida. Goodwill Industries – Big Bend, Inc. desires to refund said Series 2012 Bonds to achieve certain debt service savings.

The resolution (**Exhibit 1**) is attached for the Board to consider and approve. The resolution authorizes the issuance of the refunding bonds, and approves the form of the financing agreement (**Exhibit 2**). Staff requests that the Board authorize the Chairman of the Board to sign any and all documents to complete the issuing of the refunding bonds.

ATTACHMENTS:**Description**

Bond Resolution Exhibit 1

Financing agreement Exhibit 2

Type

Exhibit

Cover Memo

RESOLUTION NO. _____

A RESOLUTION OF BAY COUNTY, FLORIDA PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$11,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF ITS INDUSTRIAL DEVELOPMENT REVENUE REFUNDING BOND (GOODWILL INDUSTRIES-BIG BEND, INC. PROJECT), SERIES 2017 AND FOR A LOAN BY THE ISSUER TO GOODWILL INDUSTRIES-BIG BEND, INC., IN AN AMOUNT EQUAL TO THE PRINCIPAL AMOUNT OF SUCH BOND, TO REFINANCE CERTAIN PRIOR INDEBTEDNESS; AUTHORIZING A PRIVATE PLACEMENT AND NEGOTIATED SALE OF SUCH SERIES 2017 BOND; PROVIDING CERTAIN TERMS AND DETAILS OF SAID SERIES 2017 BOND, INCLUDING CONFIRMING THE PLACEMENT AND SALE THEREOF; AUTHORIZING THE EXECUTION AND DELIVERY OF THE SERIES 2017 BOND, A FINANCING AGREEMENT AND ALL OTHER RELATED INSTRUMENTS, INCLUDING A TAX EXEMPTION AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE FOR THIS RESOLUTION.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY, FLORIDA, THAT:

SECTION 1. ISSUER FOR THIS RESOLUTION. This Resolution, hereafter called "Resolution," is adopted pursuant to the provisions of Chapter 159, Part II, Florida Statutes, and other applicable provisions of law.

SECTION 2. DEFINITIONS. Unless the context otherwise requires, the terms used in this Resolution shall have the meanings specified in this section. Any capitalized terms used but not otherwise defined herein shall have the meanings assigned such terms in the Financing Agreement (as defined below.) Words importing the singular shall include the plural, words importing the plural shall include the singular, and words importing persons shall include corporations and other entities or associations.

"Act" means the Constitution and laws of the State of Florida, particularly Chapter 159, Part II, Florida Statutes, and other applicable provisions of law.

"Bond Counsel" means the law firm of Nabors, Giblin & Nickerson, P.A., Tampa, Florida or a firm of nationally recognized standing in the field of municipal finance law whose opinions are generally accepted by purchasers of public obligations and who is acceptable to the Issuer.

"Bond Documents" shall mean the Series 2017 Bond, the Financing Agreement, the Tax Exemption Agreement and other documents related thereto.

"Bondholder" means, initially, Capital City Bank, a banking corporation organized and existing under the laws of the State of Florida.

"Borrower" means Goodwill Industries-Big Bend, Inc., a Florida not-for-profit corporation, and any surviving, resulting, or transferee entity as provided in the Financing Agreement.

"Chairman" means the Chairman or Vice Chairman of the Board of County Commissioners of the Issuer, or such person's designee.

"Clerk" means the Clerk of the Circuit Court, ex officio Clerk of the Board of County Commissioners of Bay County, Florida, or designee thereof.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, including, when appropriate, the statutory predecessor thereof, or any applicable corresponding provisions of any future laws of the United States of America relating to federal income taxation, and except as otherwise provided herein or required by the context hereof, includes interpretations thereof contained or set forth in the applicable regulations of the Department of the Treasury (including applicable final or temporary regulations and also including regulations issued pursuant to the statutory predecessor of the Code), the applicable rulings of the Internal Revenue Service (including published Revenue Rulings and private letter rulings), and applicable court decisions.

"Counties" shall mean, collectively, the Florida Counties of Bay and Leon.

"Financing Agreement" means the Financing Agreement to be executed among the Issuer, the Borrower and the Bondholder, substantially in the form attached hereto as EXHIBIT A and incorporated herein by reference.

"Refunded Indebtedness" shall have the meaning set forth in the Financing Agreement.

"Series 2017 Bond" means the Issuer's Industrial Development Revenue Refunding Bond (Goodwill Industries-Big Bend, Inc. Project), Series 2017 (or such other series as may be designated by the Issuer), issued under the Financing Agreement in the principal amount of not to exceed \$11,000,000, substantially in the form and with the rates of interest, maturity dates and other details provided for herein and in the Financing Agreement or established in accordance with the terms hereof and thereof, to be authorized and issued by the Issuer, authenticated by the Clerk and delivered under the Financing Agreement.

"State" means the State of Florida.

"Tax Exemption Agreement" means the Tax Exemption Agreement and Certificate to be executed by the Issuer and the Borrower in connection with the issuance of the Series 2017 Bond.

SECTION 3. FINDINGS. It is hereby ascertained, determined and declared as follows:

(A) The Issuer is a political subdivision of the State of Florida and is authorized by the Act to finance and refinance any capital project, including projects consisting of "social service centers," "warehouse and distribution facilities" and "repair, overhaul or service facilities" as defined in the Act, including land, rights in land, buildings, machinery and other improvements essential or convenient for the orderly conduct of such "project."

(B) The Borrower is a non-profit corporation which serves the developmentally disabled through providing meaningful employment and recycling goods and materials.

(C) The issuance of the Series 2017 Bond by the Issuer pursuant to the Act will promote the economic development and health and welfare of the citizens of the Counties, provide the residents of the Counties with new jobs or retained jobs, and promote the general economic structure of the Counties, thereby serving the public purposes of the Act.

(D) Upon consideration of the documents described herein and the information presented to the Issuer by the Borrower at or prior to the adoption of this Resolution, the Issuer has made and does hereby make the following findings and determinations:

(1) The projects financed or refinanced with the proceeds of the Refunded Indebtedness (the "Refinanced Facilities") and to be refinanced with proceeds of the Series 2017 Bond each constitutes a "project" within the meaning of the Act and consists of a social service center, or repair overhaul and service facility, or warehouse and distribution center located at the locations specified on EXHIBIT C attached hereto, owned and operated by the Borrower.

(2) The Borrower has shown that the Refinanced Facilities have and will assist in alleviating unemployment in the Counties by creating new or retaining existing jobs in the Counties, fostering the economic growth and development and the industrial and business development of the Counties and the State, and serve other predominantly public purposes as set forth in the Act. It is desirable and will further the public purposes of the Act, and it will most effectively serve the purposes of the Act, for the Issuer to refinance the costs of the Refinanced Facilities, and to issue and sell the Series 2017 Bond under the Financing Agreement to provide funds for such purpose, all as provided in the Financing Agreement, which contains such provisions as are necessary or convenient to effectuate the purposes of the Act.

(3) The Refinanced Facilities were and the Project is appropriate to the needs and circumstances of, and has made a contribution to, the economic growth of the Counties; provides or preserves gainful employment; protects the environment; and serves a public purpose by advancing the economic prosperity, the public health, or the general welfare of the State and its people as stated in Section 159.26, Florida Statutes.

(4) Based solely on representations made to the Issuer by the Borrower, the Borrower is financially responsible based on the criteria established by the Act, and is

fully capable and willing (i) to fulfill its obligations under the Financing Agreement, and any other agreements to be made in connection with the issuance of the Series 2017 Bond and the use of the Series 2017 Bond proceeds for refunding of the Refunded Indebtedness, including the obligation to pay rent, purchase price installments, loan payments or other payments in an amount sufficient in the aggregate to pay all of the interest, principal, and redemption premiums, if any, on the Series 2017 Bond, in the amounts and at the times required, and (ii) to serve the purposes of the Act and such other responsibilities as may be imposed under such agreements, due consideration having been given to the financial condition of the Borrower, the Borrower's ratio of current assets to current liabilities, net worth, earning trends, coverage of all fixed charges, the nature of the industry or business and of the activity involved, the inherent stability thereof, and other factors determinative of the capability of the Borrower financially and otherwise, to fulfill its obligations consistently with the purpose of the Act.

(5) Adequate provision is made under the Financing Agreement for the payment of the principal of, premium, if any, and interest on the Series 2017 Bond when and as the same becomes due.

(6) The principal of, premium, if any, and interest on the Series 2017 Bond and all other pecuniary obligations of the Issuer under the Financing Agreement, the Tax Exemption Agreement or otherwise, in connection with the refunding of the Refunded Indebtedness, or the Series 2017 Bond, shall be payable by the Issuer solely from (a) the loan payments and other revenues and proceeds received by the Issuer under the Financing Agreement, (b) from the operation, sale, lease or other disposition of the Refinanced Facilities, including proceeds from insurance or condemnation awards and proceeds of any foreclosure or other realization upon the liens or security interests under the Financing Agreement or other documents referenced therein, and (c) the proceeds of the Series 2017 Bond and income from the temporary investment of the proceeds of the Series 2017 Bond or of such other revenues and proceeds, as pledged for such payment and as provided in the Financing Agreement. Neither the faith and credit nor the taxing power of the Issuer, the Counties, the State or of any political subdivision or agency thereof is pledged to the payment of the Series 2017 Bond issuable under the Financing Agreement or of such other pecuniary obligations of the Issuer, and neither the Issuer, the Counties, the State nor any political subdivision or agency thereof shall ever be required or obligated to levy ad valorem taxes on any property within their territorial limits to pay the principal of, purchase price, premium, if any, or interest on such Series 2017 Bond or other pecuniary obligations or to pay the same from any funds thereof other than such revenues, receipts and proceeds so pledged, and the Series 2017 Bond shall not constitute a lien upon any property owned by the Issuer, the Counties or the State or any political subdivision or agency thereof, other than the Issuer's interest in the Financing Agreement and the property rights, receipts, revenues and proceeds pledged therefor under any other agreements securing the Series 2017 Bond.

(7) A delegated negotiated sale of the Series 2017 Bond is required and necessary, and is in the best interest of the Issuer, for the following reasons: the Series 2017 Bond will be a special and limited obligation of the Issuer payable solely out of

revenues and proceeds derived by the Issuer pursuant to the Financing Agreement, and the Borrower will be obligated for the payment of all costs of the Issuer in connection with the refunding of the Refunded Indebtedness which are not paid out of the Series 2017 Bond proceeds or otherwise; the cost of issuance of the Series 2017 Bond, which will be borne directly or indirectly by the Borrower, could be greater if the Series 2017 Bond is sold at a public sale by competitive bids than if the Series 2017 Bond is privately placed on a negotiated basis; industrial development revenue bonds having the characteristics of the Series 2017 Bond are typically and usually sold at negotiated sale or privately placed; the Borrower has indicated that it may be unwilling to proceed with the refunding of the Refunded Indebtedness unless a negotiated sale of the Series 2017 Bond is authorized by the Issuer; and authorization of a negotiated sale of the Series 2017 Bond is necessary in order to serve the purposes of the Act.

(8) All requirements precedent to the adoption of this Resolution, of the Constitution and other laws of the State of Florida, including the Act, have been complied with.

(9) The purposes of the Act will be most effectively served by the refunding of the Refunded Indebtedness by the Borrower as independent contractor and not as agent of the Issuer, as provided in the Financing Agreement.

SECTION 4. REFUNDING OF THE REFUNDED INDEBTEDNESS AUTHORIZED. Subject to the conditions set forth in Section 5(B) hereof, the refunding of the Refunded Indebtedness in the manner provided herein and in the Financing Agreement is hereby authorized.

SECTION 5. DELEGATED SALE OF SERIES 2017 BOND; AUTHORIZATION AND DESCRIPTION OF SERIES 2017 BOND. (A) Subject to the requirements which must be satisfied in accordance with the provisions of Section 5(B) below prior to the issuance of the Series 2017 Bond, the Issuer hereby authorizes the issuance of bonds of the Issuer to be known as the "Bay County, Florida Industrial Development Revenue Refunding Bond (Goodwill Industries-Big Bend, Inc. Project), Series 2017" (or such other series as the Issuer may hereafter designate) for the purpose of providing moneys to refund the Refunded Indebtedness. The Series 2017 Bond shall be issued only in accordance with the provisions hereof and of the Financing Agreement and all the provisions hereof and of the Financing Agreement shall be applicable thereto.

(B) Subject to full satisfaction of the conditions set forth in this Section 5(B), the Issuer hereby authorizes a delegated negotiated sale of the Series 2017 Bond to the Bondholder in accordance with the terms of the Financing Agreement, with such changes, amendments, modifications, omissions and additions thereto as shall be approved by the Chairman in accordance with the provisions of this Section 5(B), the execution thereof being deemed conclusive evidence of the approval of such changes and the full and complete satisfaction of the conditions set forth in this Section 5. The Financing Agreement shall not be executed by the Chairman until such time as all of the following conditions have been satisfied:

(1) Receipt by the Chairman of a final Financing Agreement providing for purchase of the Series 2017 Bond by the Bondholder, said purchase to provide for, among other things, (i) the issuance of not exceeding an initial principal amount of the Series 2017 Bond necessary to refund the Refunded Indebtedness, provided that the issue price of the Series 2017 Bond does not exceed \$11,000,000, (ii) the initial interest rate shall not exceed 2.95% per annum, and (iii) the final maturity of the Series 2017 Bond shall be no later than March 1, 2037.

(2) Receipt by the Chairman from the Bondholder of a disclosure statement and truth-in-bonding information complying with Section 218.385, Florida Statutes, for the Series 2017 Bond, said disclosure statement and truth-in-bonding statement to be substantially in the form attached hereto as EXHIBIT B and incorporated herein by reference.

(3) The issuance of the Series 2017 Bond shall not exceed any debt limitation prescribed by law, and such Series 2017 Bond, when issued, will be within the limits of all constitutional or statutory debt limitations.

SECTION 6. OPTIONAL AND EXTRAORDINARY REDEMPTION. The Series 2017 Bond is subject to optional and extraordinary redemption in the manner, to the extent, in the amounts and at the times set forth in Article II of the Financing Agreement.

SECTION 7. AUTHORIZATION OF EXECUTION AND DELIVERY OF THE FINANCING AGREEMENT. The Financing Agreement, substantially in the form attached hereto as EXHIBIT A, with such corrections, insertions and deletions as may be approved by the Chairman and Clerk, such approval to be evidenced conclusively by their execution thereof, is hereby approved and authorized; the Issuer hereby authorizes and directs the Chairman to date and execute and the Clerk to attest, under the official seal of the Issuer, the Financing Agreement, and to deliver the Financing Agreement to the Borrower and Bondholder; and all of the provisions of the Financing Agreement, when executed and delivered by the Issuer as authorized herein and by the Borrower and Bondholder, shall be deemed to be a part of this Resolution as fully and to the same extent as if incorporated verbatim herein.

SECTION 8. AUTHORIZATION OF EXECUTION OF TAX EXEMPTION AGREEMENT, OTHER CERTIFICATES AND OTHER INSTRUMENTS. The Chairman and the Clerk are hereby authorized and directed, either alone or jointly, under the official seal of the Issuer, to execute and deliver certificates of the Issuer certifying such facts as the Issuer's Counsel or Bond Counsel shall require in connection with the issuance, sale and delivery of the Series 2017 Bond, and to execute and deliver such other instruments, including but not limited to, a Tax Exemption Agreement relating to certain requirements set forth in Section 148 of the Code, and such other assignments, bills of sale and financing statements, as shall be necessary or desirable to perform the Issuer's obligations under the Financing Agreement and the Tax Exemption Agreement and to consummate the transactions hereby authorized.

SECTION 9. NO PERSONAL LIABILITY. No representation, statement, covenant, warranty, stipulation, obligation or agreement herein contained, or contained in the

Series 2017 Bond, the Financing Agreement, the Tax Exemption Agreement, or any certificate or other instrument to be executed on behalf of the Issuer in connection with the issuance of the Series 2017 Bond (collectively, hereinafter referred to as the "Bond Documents"), shall be deemed to be a representation, statement, covenant, warranty, stipulation, obligation or agreement of any member, officer, employee or agent of the Issuer in his or her individual capacity, and none of the foregoing persons nor any member or officer of the Issuer executing the Bond Documents shall be liable personally thereon or be subject to any personal liability of or accountability by reason of the execution or delivery thereof.

SECTION 10. NO THIRD PARTY BENEFICIARIES. Except as otherwise expressly provided herein or in the Bond Documents, nothing in this Resolution, or in the Bond Documents, express or implied, is intended or shall be construed to confer upon any person, firm, corporation or other organization, other than the Issuer, the Borrower, and the Bondholder from time to time of the Series 2017 Bond, any right, remedy or claim, legal or equitable, under and by reason of this Resolution or any provision hereof, or of the Bond Documents, all provisions hereof and thereof being intended to be and being for the sole and exclusive benefit of the Issuer, the Borrower, and the Bondholder from time to time of the Series 2017 Bond.

SECTION 11. PREREQUISITES PERFORMED. All acts, conditions and things relating to the passage of this Resolution, to the issuance, sale and delivery of the Series 2017 Bond, to the execution and delivery of the other Bond Documents, required by the Constitution or other laws of the State, to happen, exist and be performed precedent to the passage hereof, and precedent to the issuance, sale and delivery of the Series 2017 Bond, to the execution and delivery of the other Bond Documents, have either happened, exist and have been performed as so required or will have happened, will exist and will have been performed prior to such execution and delivery thereof.

SECTION 12. COMPLIANCE WITH CHAPTER 218, PART III, FLORIDA STATUTES. The Issuer hereby approves and authorizes the completion, execution and filing with the Division of Bond Finance, Local Bond Monitoring Section, at the expense of the Borrower, of notice of the sale of the Series 2017 Bond and of Bond Information Form BF 2003, and any other acts as may be necessary to comply with Chapter 218, Part III, Florida Statutes.

SECTION 13. GENERAL AUTHORITY. The officers, attorneys, engineers or other agents or employees of the Issuer are hereby authorized to do all acts and things required of them by this Resolution and the Bond Documents, and to do all acts and things which are desirable and consistent with the requirements hereof or of the Bond Documents, for the full, punctual and complete performance of all the terms, covenants and agreements contained herein and in the Bond Documents.

SECTION 14. THIS RESOLUTION CONSTITUTES A CONTRACT. The Issuer covenants and agrees that this Resolution shall constitute a contract between the Issuer and the owners from time to time of the Series 2017 Bond then outstanding and that all covenants and agreements set forth herein and in the Bond Documents to be performed by the Issuer shall be for the equal and ratable benefit and security of all owners of the Series 2017 Bond.

SECTION 15. LIMITED OBLIGATION. THE ISSUANCE OF THE SERIES 2017 BOND SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE ISSUER, THE COUNTIES, THE STATE NOR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF TO LEVY OR TO PLEDGE ANY FORM OF TAXATION WHATEVER, OR TO LEVY AD VALOREM TAXES ON ANY PROPERTY WITHIN THEIR TERRITORIAL LIMITS TO PAY THE PRINCIPAL OF, PURCHASE PRICE, PREMIUM, IF ANY, OR INTEREST ON SUCH SERIES 2017 BOND OR OTHER PECUNIARY OBLIGATIONS, OR TO PAY THE SAME FROM ANY FUNDS THEREOF OTHER THAN SUCH REVENUES, RECEIPTS AND PROCEEDS SO PLEDGED, AND THE SERIES 2017 BOND SHALL NOT CONSTITUTE A LIEN UPON ANY PROPERTY OWNED BY THE ISSUER, THE COUNTIES OR THE STATE OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF, OTHER THAN THE ISSUER'S INTEREST IN THE FINANCING AGREEMENT AND THE PROPERTY RIGHTS, RECEIPTS, REVENUES AND PROCEEDS PLEDGED THEREFOR UNDER AND AS PROVIDED BY ANY OTHER AGREEMENTS SECURING THE SERIES 2017 BOND.

SECTION 16. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions, and shall in no way affect the validity of any of the other provisions hereof or of the Series 2017 Bond issued under the Financing Agreement.

SECTION 17. REPEALING CLAUSE. All resolutions or parts thereof in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

SECTION 18. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 4th day of April, 2017.

BAY COUNTY, FLORIDA

(SEAL)

Chairman, Board of County Commissioners

ATTEST:

Clerk

EXHIBIT A

FORM OF FINANCING AGREEMENT

EXHIBIT B

FORM OF DISCLOSURE STATEMENT AND TRUTH-IN-BONDING STATEMENT

_____, 2017

Bay County, Florida
Panama City, Florida

Re: Bay County, Florida Industrial Development Revenue Refunding Bond
(Goodwill Industries-Big Bend, Inc. Project), Series 2017

Gentlemen:

In connection with the proposed issuance by Bay County, Florida (the "Issuer") of \$_____ in aggregate principal amount of its Industrial Development Revenue Refunding Bond (Goodwill Industries-Big Bend, Inc. Project), Series 2017 referred to above (the "Series 2017 Bond"), Capital City Bank (the "Bondholder") is purchasing the Series 2017 Bond on the date hereof. The Series 2017 Bond is being sold pursuant to a Financing Agreement, dated the date hereof, among the Issuer, the Bondholder and Goodwill Industries-Big Bend, Inc. (the "Borrower"), which will embody the negotiations in respect thereof.

The purpose of this letter is to furnish, pursuant to the provisions of Section 218.385, Florida Statutes, certain information with respect to the arrangements contemplated for the purchase of the Series 2017 Bond as follows:

(a) The nature and estimated amount of expenses to be incurred by the Bondholder in connection with the purchase of the Series 2017 Bond are set forth in Schedule I attached hereto.

(b) No person has entered into an understanding with the Bondholder, or to the knowledge of the Bondholder, with the Issuer for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Issuer, the Borrower and the Bondholder or to exercise or attempt to exercise any influence to effect any transaction in the placement of the Series 2017 Bond.

(c) No other fee, bonus or other compensation is estimated to be paid by the Bondholder in connection with the issue of the Series 2017 Bond, to any person not regularly employed or retained by the Bondholder (including any "finder") as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Bondholder, as set forth in paragraph (a) above.

(e) The name and address of the Bondholder is:

Capital City Bank
P.O. Box 900
Tallahassee, Florida 32302-0900

(f) The Issuer is proposing to issue \$_____ of the Series 2017 Bond for the principal purposes of refunding the Refunded Indebtedness (as defined in the Financing Agreement), and (ii) paying costs and expenses related to the issuance of the Series 2017 Bond. These obligations are expected to be repaid over a period of approximately 20 years. At an assumed annual interest rate of _____% (such Series 2017 Bond being issued as a variable rate bond), total interest paid over the life of the obligations is estimated to be approximately \$_____.

(g) The source of repayment or security of the Series 2017 Bond are payments made by the Borrower under the Financing Agreement. No revenues or funds of the Issuer shall be applied to pay debt service on the Series 2017 Bond.

We understand that you do not require any further disclosure from the Bondholder, pursuant to Section 218.385, Florida Statutes.

Very truly yours,

CAPITAL CITY BANK

By: _____
Title:

Schedule I

Bondholder's Expenses

<u>Expense Item</u>	<u>Total Amount</u>	<u>Per Bonds(\$1,000)</u>
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EXHIBIT C

THE REFINANCED FACILITIES

1. 1943 Thomasville Road, Tallahassee
2. 1619 Florida Avenue, Lynn Haven
3. 300 Mabry Street, Tallahassee
4. 240 Mabry Street, Tallahassee
5. 2551 W. Pensacola Street, Tallahassee
6. 2578 N. Monroe Street, Tallahassee
7. 3207 E. 4th Street, Panama City
8. 2520 W. 23rd Street, Panama City
9. 2826 Thomas Drive, Panama City
10. 13415 Panama City Beach Parkway, Panama City Beach
11. Unit 106 Bradfordville Commons Condo, Tallahassee

FINANCING AGREEMENT

Among

CAPITAL CITY BANK,
as Bondholder

and

BAY COUNTY, FLORIDA,
as Issuer

and

GOODWILL INDUSTRIES-BIG BEND, INC.,
as Borrower

Dated as of April 1, 2017

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AND THE LOAN

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FINANCING AGREEMENT

THIS FINANCING AGREEMENT dated as of April 1, 2017 (this "Financing Agreement") among CAPITAL CITY BANK, a Florida banking corporation (with its successors and assigns, the "Bondholder"), BAY COUNTY, FLORIDA, a political subdivision of the State of Florida (the "Issuer"), and GOODWILL INDUSTRIES-BIG BEND, INC., a not-for-profit corporation duly incorporated and validly existing under the laws of the State of Florida (the "Borrower").

WHEREAS, the Issuer is authorized and empowered under the laws of the State, including the Constitution of the State of Florida, and Part II of Chapter 159, Florida Statutes, as amended and supplemented (the "Act"), to issue tax-exempt industrial development revenue bonds and to enter into loan agreements, contracts and other instruments and documents necessary or convenient to make loans for the purpose of facilitating the financing and refinancing of certain projects as described in the Act; and

WHEREAS, in furtherance of the purposes of the Act, the Issuer proposes to refinance the Refunded Indebtedness (as hereinafter defined), the proceeds of which were used to finance and refinance a portion of the costs of the acquisition, construction and equipping of the Refinanced Facilities (as hereinafter defined), pursuant to this Financing Agreement by issuing \$_____ aggregate principal amount of its Bay County, Florida Industrial Development Revenue Refunding Bond (Goodwill Industries-Big Bend, Inc. Project), Series 2017 (the "Series 2017 Bond") and lending the proceeds thereof to the Borrower; and

WHEREAS, the Bondholder proposes to purchase the Series 2017 Bond from the Issuer in order to provide funds for the payment in full of the Refunded Indebtedness; and

WHEREAS, the Borrower shall make Loan Payments (as hereinafter defined) directly to the Bondholder as holder of the Series 2017 Bond and assignee of the Issuer pursuant to the terms set forth in this Financing Agreement; and

WHEREAS, this Financing Agreement and the Series 2017 Bond shall not be deemed to constitute a debt or liability of the State, the Issuer, or any political subdivision or agency thereof, or a pledge of the faith and credit of the State, the Issuer or any political subdivision or agency thereof, but shall be a special obligation payable solely from the Loan Payments payable hereunder by the Borrower to the Bondholder as holder of the Series 2017 Bond and assignee of the Issuer;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the premises contained in this Financing Agreement, the Bondholder, the Issuer and the Borrower agree as follows:

ARTICLE I DEFINITIONS AND EXHIBITS

SECTION 1.01. DEFINITIONS. The following terms used herein will have the meanings indicated below unless the context clearly requires otherwise:

"Act" means the Constitution of the State, Part II, Chapter 159, Florida Statutes, as amended from time to time, and other applicable provisions of law.

"Bond Counsel" means the law firm of Nabors, Giblin & Nickerson, P.A., Tampa, Florida, or other firm or firms of attorneys of nationally recognized standing in matters pertaining to the exclusion from gross income of interest on bonds for federal income tax purposes issued by states and political subdivisions, acceptable to the Issuer and duly admitted to practice law before the highest court of any state of the United States or the District of Columbia.

"Bondholder" or **"Registered Owner"** means (a) Capital City Bank, a Florida banking corporation, (b) any surviving, resulting or transferee corporation of Capital City Bank, and (c) except where the context requires otherwise, any assignee(s) or transferee of the Bondholder permitted hereunder.

"Bond Issuance Costs" means the costs, fees and expenses incurred or to be incurred by the Borrower or the Issuer in connection with the issuance and sale of the Series 2017 Bond, including commitment, placement or offering, rating agency and other financing fees, the fees and disbursements of Bond Counsel, the fees and disbursements of the Issuer, title insurance, the filing and recording fees in connection with any filings or recording necessary under this Financing Agreement or any Other Financing Documents, or to perfect the lien thereof, the out-of-pocket costs of the Issuer, the reasonable fees and disbursements of counsel to the Issuer and the Bondholder, the reasonable fees and disbursements of counsel to the Borrower, the reasonable fees and disbursements of the Borrower's accountants, and any other costs of a similar nature reasonably incurred that are approved by Bond Counsel. Notwithstanding the foregoing, Bond Issuance Costs must constitute "issuance costs" as defined in Treasury Regulations Section 1.150-1(b).

"Borrower" means Goodwill Industries-Big Bend, Inc., a Florida not-for-profit corporation, and any successor, surviving, resulting or transferee entity.

"Borrower Mortgage" means the Mortgage and Security Agreement, dated as of April __, 2017, from the Borrower to the Bondholder, as amended and supplemented from time to time.

"Business Day" means a day other than a Saturday or Sunday or a day on which the Bondholder is generally open for business in Florida.

"Chairman" means the Chairman or Vice Chairman of the Board of County Commissioners of the Issuer, or such person's designee.

"Clerk" means the Clerk of the Circuit Court, ex officio Clerk of the Board of County Commissioners of the Issuer, any Deputy Clerk or successor in function thereto.

"Closing Date" means _____, 2017.

"Code" means the Internal Revenue Code of 1986, as amended, and the applicable United States Treasury regulations promulgated thereunder.

"Default" means an event that, with giving of notice or passage of time or both, would constitute an Event of Default as provided in Article VII hereof.

"Determination of Taxability" means a final decree or judgment of any Federal court or a final action of the Internal Revenue Service determining that interest paid or payable on any Series 2017 Bond is or was includable in the gross income of the Registered Owner for Federal income tax purposes; provided, that no such decree, judgment, or action will be considered final for this purpose, however, unless the Issuer has been given written notice and, if it is so desired and is legally allowed, has been afforded the opportunity to contest the same, either directly or in the name of the Registered Owner, and until the conclusion of any appellate review, if sought.

"Event of Default" has the meaning assigned to such term in Section 7.01 hereof.

"Financing Agreement" means this Financing Agreement, including all exhibits and schedules hereto, as any of the same may be supplemented or amended from time to time in accordance with the terms hereof.

"GAAP" means Generally Accepted Accounting Principles as applicable to not-for-profit corporations.

"Governmental Authority" shall mean the government of the United States of America, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

"Interest Adjustment Date" means the first Business Day of each month, commencing on April 1, 2027, the effective date of monthly adjustments to the Interest Rate.

"Interest Payment Date" means the first Business Day of each month, commencing on May 1, 2017.

"Interest Rate" means (a) for the period from the date of closing through and including March 31, 2027, 2.95% per annum, and (b) on and after April 1, 2027, a per annum rate equal to 65% of the sum of the Constant Maturity Treasury Rate plus 3.00%, subject in each case to adjustment as set forth in Section 2.03 hereof. The Interest Rate on and after April 1, 2027 shall float and will automatically be adjusted each month on each Interest Adjustment Date. Interest shall be determined and paid in accordance with Section 2.02 hereof.

"Issuer" or "County" means Bay County, Florida, a political subdivision of the State of Florida.

"Loan" means the loan of the proceeds of the Series 2017 Bond from the Issuer to the Borrower pursuant to this Financing Agreement.

"Loan Payments" means the payments required to be made by the Borrower for repayment of the Loan pursuant to the provisions of this Financing Agreement and the Series

2017 Bond. As provided in Article II hereof, Loan Payments shall be payable by the Borrower directly to the Bondholder as holder of the Series 2017 Bond and assignee of the Issuer.

"Note" means the Series 2017 Promissory Note of the Borrower evidencing its obligation under this Financing Agreement.

"Optional Tender Date" means April 1, 2027.

"Other Financing Documents" means the Borrower Mortgage and the Tax Exemption Agreement.

"Refinanced Facilities" means the facilities generally described in Exhibit B hereto.

"Refunded Indebtedness" means the County's outstanding Industrial Development Revenue Bonds (Goodwill Industries – Big Bend, Inc. Project), Series 2012A and Series 2012B.

"Series 2017 Bond" means the Issuer's \$_____ principal amount of Industrial Development Revenue Refunding Bond (Goodwill Industries–Big Bend, Inc. Project), Series 2017, substantially in the form attached hereto as Exhibit A.

"State" means the State of Florida.

"Taxable Rate" means the rate of interest that produces the same after-tax yield to the owner of the Series 2017 Bond as the owner of the Series 2017 Bond would otherwise receive hereunder.

"Tax Exemption Agreement" means, collectively, the Arbitrage Rebate Agreement of even date herewith executed by the Borrower and the Issuer with respect to the Series 2017 Bond, and the Borrower's Tax Certificate executed as of the date of issuance of the Series 2017 Bond.

SECTION 1.02. RULES OF CONSTRUCTION. (a) The singular form of any word used herein, including the terms defined in Section 1.01 hereof, shall include the plural, and vice versa. The use herein of a word of any gender shall include correlative words of all genders.

(b) Unless otherwise specified, references to Articles, Sections and other subdivisions of this Financing Agreement are to the designated Articles, Sections and other subdivisions of this Financing Agreement as originally executed. The words "hereof," "herein," "hereunder" and words of similar import refer to this Financing Agreement as a whole.

(c) The headings or titles of the several articles and sections shall be solely for convenience of reference and shall not affect the meaning, construction or effect of the provisions hereof.

ARTICLE II
FINANCING OF THE PROJECT AND PAYMENT OF THE REFUNDED
INDEBTEDNESS; TERMS OF THE SERIES 2017 BOND
AND THE LOAN

SECTION 2.01. FINANCING OF THE PROJECT AND PAYMENT OF THE REFUNDED INDEBTEDNESS. The Borrower is entering into this Financing Agreement to obtain the Loan and receive the proceeds thereof to provide for the payment in full of the Refunded Indebtedness and to pay a portion of Bond Issuance Costs related to the issuance of the Series 2017 Bond and the procurement of the Loan. The Borrower shall bear the risk of loss with respect to any loss or claim relating to any of the Refinanced Facilities refinanced with proceeds of Series 2017 Bond or the Refunded Indebtedness and neither the Bondholder nor the Issuer shall assume any such liability or risk of loss.

SECTION 2.02. ISSUANCE OF SERIES 2017 BOND; EXECUTION OF SERIES 2017 BOND; LOAN TO THE BORROWER. (a) This Financing Agreement creates an issue of bonds of the Issuer to be designated as its "Bay County, Florida Industrial Development Revenue Refunding Bond (Goodwill Industries-Big Bend, Inc. Project), Series 2017" to be issued in the principal amount of \$_____. The Series 2017 Bond is being issued for the purposes of (1) retiring the Refunded Indebtedness, the proceeds of which were used for certain qualified project costs relating to the acquisition, construction and equipping and/or refinancing of the Refinanced Facilities, and (2) paying certain Bond Issuance Costs related to the issuance of the Series 2017 Bond and the procurement of the Loan; provided, however, no more than \$_____ of the proceeds of the Series 2017 Bond may be used to pay Bond Issuance Costs.

The Series 2017 Bond shall be dated as of April 1, 2017, shall be issued as a fully registered bond, shall be numbered R-1, shall be in the single denomination of \$_____ and shall bear interest at the Interest Rate (computed on the basis of the actual number of days elapsed over a 360-day year), subject to adjustment as provided in Section 2.03 hereof. Interest on the Series 2017 Bond shall bear interest from the date of delivery thereof through March 31, 2027 and commencing April 1, 2027, from and including each Interest Adjustment Date through but excluding the next succeeding Interest Adjustment Date. Interest shall be payable monthly on each Interest Payment Date, commencing May 1, 2017.

The Series 2017 Bond shall have a final maturity of April 1, 2037, and the principal thereof shall be payable monthly, based on a 20-year level debt service amortization calculated on an assumed interest rate equal to the initial Interest Rate applicable to the Series 2017 Bond, commencing May 1, 2017.

Notwithstanding the foregoing, the Series 2017 Bond shall be subject to prepayment at the option of the Borrower as described in Section 2.07 hereof. Principal and interest on the Series 2017 Bond shall be payable to the Bondholder by check, draft, bank wire transfer or automatic debit of the Borrower. All payments of principal of and interest on the Series 2017 Bond shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. The Series 2017 Bond shall be executed in the name of the Issuer with the manual signature of the Chairman and shall

be attested with the manual signature of the Clerk. Upon full payment of the Series 2017 Bond, whether by maturity, prepayment or otherwise, the Bondholder shall surrender the Series 2017 Bond to the Issuer with a copy to the Borrower, or shall otherwise provide reasonable evidence of the full payment and satisfaction of the Series 2017 Bond.

(b) The Issuer hereby agrees, subject to the terms and conditions of this Financing Agreement, to issue the Series 2017 Bond and to lend the proceeds thereof to the Borrower to provide for the payment in full of the Refunded Indebtedness and for payment of certain Bond Issuance Costs. The Borrower hereby agrees that such proceeds shall only be used for the payment in full of the Refunded Indebtedness and the payment of certain Bond Issuance Costs. The Borrower agrees to apply the proceeds of the Series 2017 Bond as provided herein and in the Tax Exemption Agreement. The Borrower hereby accepts the Loan and the terms thereof and agrees to make all Loan Payments in connection thereof. The terms of the Loan shall be the same as those of the Series 2017 Bond. The Borrower agrees to make all Loan Payments directly to the Bondholder, as assignee of the Issuer, at the times, in the amounts and in the manner as payments are required with respect to the Series 2017 Bond.

(c) The Bondholder agrees to purchase the Series 2017 Bond from the Issuer and the Issuer agrees to sell the Series 2017 Bond to the Bondholder for a purchase price equal to 100% of the aggregate principal amount of the Series 2017 Bond (\$_____). The Series 2017 Bond shall not be deemed to constitute a debt or liability of the State, the Issuer, or any political subdivision or agency thereof, or a pledge of the faith and credit or taxing power of the State, the Issuer or any political subdivision or agency thereof, but shall be a special obligation payable solely from the Loan Payments payable hereunder by the Borrower to the Bondholder as holder of the Series 2017 Bond and assignee of the Issuer.

SECTION 2.03. ADJUSTMENTS TO INTEREST RATE. (a) In the event of a Determination of Taxability, the Interest Rate shall be changed to the Taxable Rate effective retroactively to the date on which such Determination of Taxability was made. Immediately upon a Determination of Taxability, the Borrower also agrees to pay to the Bondholder an amount equal to any interest, penalties on overdue interest and additions to tax (as referred to in Subchapter A of Chapter 68 of the Code) owed by the Bondholder as a result of the occurrence of a Determination of Taxability.

Following the occurrence of a Determination of Taxability, the Bondholder shall not be obligated to contest or protest the determination that interest on the Series 2017 Bond is or was taxable, nor cooperate with the Borrower in pursuing any such contest or protest.

(b) The Bondholder shall notify the Issuer in writing of any adjustments pursuant to this Section 2.03. Notwithstanding any provision of this Section 2.03 to the contrary, in no event shall the Interest Rate on the Series 2017 Bond or the Loan exceed the maximum rate permitted by law.

(c) The provisions set forth in this Section 2.03 shall survive payment of the Series 2017 Bond and the Loan until such time as the federal statute of limitations under which the interest on the Series 2017 Bond and the Loan could be declared taxable under the Code shall have expired.

SECTION 2.04. SECURITY AND SOURCE OF PAYMENTS; ASSIGNMENT. (a) The principal of and interest on the Series 2017 Bond shall be payable solely out of Loan Payments and any other moneys received by or on account of the Issuer from the Borrower pursuant to this Financing Agreement, the Other Financing Documents or any other security agreement or instrument executed by the Borrower in favor of the Bondholder. The Issuer shall not be obligated to make any payments on the Series 2017 Bond except from Loan Payments and any other moneys received by or on account of the Issuer from the Borrower pursuant to this Financing Agreement, the Other Financing Documents or any other security agreement or instrument executed by the Borrower in favor of the Bondholder.

(b) As security for payment of the principal of and interest on the Series 2017 Bond, the Issuer hereby assigns to the Bondholder all of the Issuer's rights hereunder (except as to indemnification rights and notice rights), including but not limited to the Issuer's right to receive Loan Payments from the Borrower hereunder, and the Issuer irrevocably constitutes and appoints the Bondholder and any present or future officer or agent of the Bondholder as its lawful attorney, with full power of substitution and resubstitution, and in the name of the Issuer or otherwise, to collect the Loan Payments and any other payments due hereunder and under the Series 2017 Bond and to sue in any court for such Loan Payments or other payments and to withdraw or settle any claims, suits or proceedings pertaining to or arising out of this Financing Agreement upon any terms. Accordingly, the Borrower shall pay directly to the Bondholder, as holder of the Series 2017 Bond and assignee of the Issuer, all Loan Payments when due. The obligations of the Borrower hereunder and under the Series 2017 Bond shall be secured hereby and by the Other Financing Documents which shall be given by the Borrower to the Bondholder.

(c) No provision, covenant or agreement contained in this Financing Agreement or in the Series 2017 Bond or any obligation imposed on the Issuer herein or in the Series 2017 Bond, or the breach thereof, shall constitute or give rise to or impose upon the Issuer a pecuniary liability, a charge upon its general credit or a pledge of its general revenues. The Series 2017 Bond shall not be or constitute a general obligation or indebtedness of the Issuer as "bonds" within the meaning of any constitutional or statutory provision, but shall be a special obligation of the Issuer, payable solely from moneys received by or on account of the Issuer from the Borrower pursuant to this Financing Agreement, the Other Financing Documents or any other security document or instrument delivered by or for the account of the Borrower for the benefit of the Bondholder. Neither the Bondholder nor any subsequent holder of the Series 2017 Bond shall ever be entitled to payment of such bond from any moneys of the Issuer, except from the Loan Payments made by the Borrower.

SECTION 2.05. NO PERSONAL LIABILITY OF THE ISSUER. No representation, statement, covenant, warranty, stipulation, obligation or agreement herein contained, or contained in the Series 2017 Bond, or any certificate or other instrument to be executed on behalf of the Issuer in connection with the issuance of the Series 2017 Bond, shall be deemed to be a representation, statement, covenant, warranty, stipulation, obligation or agreement of any elected official, officer, employee or agent of the Issuer in his or her individual capacity, and none of the foregoing persons nor any elected or appointed official of the Issuer executing the Series 2017 Bond, this Financing Agreement, the Tax Exemption Agreement or any certificate or other instrument to be executed in connection with the issuance of the Series

2017 Bond shall be liable personally thereon or be subject to any personal liability of or accountability by reason of the execution or delivery thereof.

SECTION 2.06 LOAN PAYMENTS TO BE UNCONDITIONAL. The obligations of the Borrower to make the Loan Payments required under this Article II and to make other payments hereunder and to perform and observe the covenants and agreements contained herein shall be absolute and unconditional in all events, without abatement, diminution, deduction, setoff or defense for any reason, including (without limitation) any accident, condemnation, destruction or unforeseen circumstances. Notwithstanding any dispute between the Borrower and any of the Issuer, the Bondholder or any other person, the Borrower shall make all Loan Payments when due and shall not withhold any Loan Payments pending final resolution of such dispute, nor shall the Borrower assert any right of set-off or counterclaim against its obligation to make such payments required under this Financing Agreement.

SECTION 2.07 OPTIONAL PREPAYMENT. (a) The Borrower may prepay the Loan, in whole or in part, at any time or from time to time, by paying to the Bondholder (as holder of the Series 2017 Bond and assignee of the Issuer) all or part of the principal amount of the Loan to be prepaid, together with the unpaid interest accrued on the amount of principal so prepaid to the date of such prepayment, without premium or penalty. Each prepayment of the Loan shall be made on such Business Day and in such principal amount as shall be specified by the Borrower in a written notice delivered to the Bondholder not less than ten (10) days prior thereto specifying the principal amount of the Loan to be prepaid and the date of such prepayment. Notice having been given as aforesaid, the principal amount of the Loan stated in such notice or the whole thereof, as the case may be, shall become due and payable on the prepayment date stated in such notice, together with interest accrued and unpaid to the prepayment date on the principal amount then being paid, without premium or penalty. If on the prepayment date moneys for the payment of the Loan or portion thereof to be prepaid, together with interest to the prepayment date on such amount, shall have been paid to the Bondholder as above provided prior to 2:00 P.M. Eastern time on a Business Day and if notice of prepayment shall have been given to the Bondholder as above provided, then from and after such Business Day interest on such Loan or portion thereof so prepaid shall cease to accrue and the principal amount paid shall be deemed cancelled and no longer outstanding hereunder. If said moneys shall not have been so paid on the prepayment date, such principal amount of such Loan or portion thereof shall continue to bear interest until payment thereof at the rate or rates provided for in this Financing Agreement. Any payments made after 2:00 P.M. Eastern time shall be deemed made on the next succeeding Business Day.

(b) In the event of a partial prepayment of the Loan pursuant to this Section 2.07, the amount so prepaid shall be applied to satisfy the then remaining principal installments at the direction of the Bondholder. Upon such a partial prepayment, upon the written request of the Borrower the Bondholder shall provide the Borrower with a revised payment schedule to be attached to the Series 2017 Bond.

(c) In the event the Loan or any portion thereof is prepaid as provided in this Section 2.07, the Series 2017 Bond shall automatically be deemed to be prepaid in an identical manner without any required action by the Issuer or the Borrower.

SECTION 2.08. DEMAND PURCHASE OPTION. (a) On the Optional Tender Date, the Bondholder shall have the right to demand that the Series 2017 Bond be purchased by the Borrower at a purchase price equal to 100% of the principal amount thereof, plus accrued interest to the Optional Tender Date and any past due amounts (the "Demand Purchase Price"). In order to exercise such Demand Purchase Option pursuant to this Section 2.08, the Bondholder shall provide the Borrower and the Issuer written notice at least 180 days prior to the Optional Tender Date. If the Bondholder provides such written notice, the Borrower shall be obligated to pay the Demand Purchase Price in immediately available funds to the Bondholder on or prior to the Optional Tender Date, whereupon the Bondholder shall deliver the Series 2017 Bond to the Issuer.

(b) In the event the Series 2017 Bond is purchased by the Borrower as provided in this Section 2.08, the Series 2017 Bond shall be considered paid and no longer outstanding under this Financing Agreement and the Loan shall automatically be deemed to be paid in an identical manner without any required action by the Issuer or the Borrower.

SECTION 2.09. REGISTRATION AND TRANSFER. The Series 2017 Bond shall be a fully registered bond for federal tax purposes. The Borrower, on behalf of the Issuer, shall keep a record or register identifying the Bondholder from time to time of the Series 2017 Bond. The Bondholder may assign, transfer, distribute or sell the Series 2017 Bond so long as it complies in all respects with all applicable securities laws, and except as otherwise provided herein. The Series 2017 Bond may not be transferred except in whole. Further, the transfer of the Series 2017 Bond shall be restricted to Permitted Lenders. A "Permitted Lender" shall mean any bank, trust company, savings institution, finance or leasing company, "qualified institutional buyer" (within the meaning of Securities and Exchange Commission Rule 144A), insurance company or subsidiary or affiliate of the Bondholder that is engaged as a regular part of its business in making loans and is authorized to do business in the State. The Bondholder, and any subsequent assignee of the Series 2017 Bond, shall notify the Borrower and the Issuer of any assignment, transfer, distribution or sale of the Series 2017 Bond.

SECTION 2.10. APPLICATION OF BOND PROCEEDS. The proceeds of the Series 2017 Bond shall first be applied to pay the Bond Issuance Costs and thereafter shall be used by the Borrower, together with other available funds, to the refunding of the Refunded Indebtedness.

[Remainder of page intentionally left blank]

ARTICLE III

REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE ISSUER

The Issuer represents, warrants and covenants for the benefit of the Bondholder and the Borrower, as follows:

(a) The Issuer is a political subdivision organized and existing under the laws of the State.

(b) The Issuer is authorized under the Act to issue the Series 2017 Bond and loan the proceeds thereof to the Borrower and to enter into this Financing Agreement and the transactions contemplated hereby and to perform all of its obligations hereunder.

(c) The Issuer has duly authorized the issuance of the Series 2017 Bond and the execution and delivery of this Financing Agreement and the Tax Exemption Agreement under the terms and provisions of a resolution of its governing body or by other appropriate official approval, and further represents, covenants and warrants that all requirements have been met and procedures have occurred in order to ensure the enforceability of the Series 2017 Bond and this Financing Agreement against the Issuer. The Issuer has taken all necessary action and has complied with all provisions of the Act, including but not limited to the making of the findings required by the Act, required to make the Series 2017 Bond, this Financing Agreement and the Tax Exemption Agreement the valid and binding obligations of the Issuer.

(d) The Series 2017 Bond and, assuming the due authorization and execution of this Financing Agreement and the Tax Exemption Agreement by the other parties thereto, this Financing Agreement and the Tax Exemption Agreement are legal, valid and binding obligations of the Issuer, enforceable in accordance with their respective terms, except to the extent limited by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.

(e) The Issuer has assigned to the Bondholder all of the Issuer's rights in this Financing Agreement (except any indemnification rights granted to the Issuer herein and any rights of the Issuer to receive notices herein), including the Note; the Issuer will not pledge, mortgage or assign this Financing Agreement or its duties and obligations hereunder to any person, firm or corporation, except as provided under the terms hereof.

(f) None of the issuance of the Series 2017 Bond or the execution and delivery of this Financing Agreement or the Tax Exemption Agreement, the consummation of the transactions contemplated hereby or the fulfillment of or compliance with the terms and conditions of the Series 2017 Bond or this Financing Agreement or the Tax Exemption Agreement violates any law, rule, regulation or order, conflicts with or results in a breach of any of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Issuer is now a party or by which it is bound or constitutes a default under any of the foregoing or results in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Issuer under the terms of any instrument or agreement.

(g) There is no action, suit, proceeding, claim, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body pending or, to the best of the Issuer's knowledge, threatened against or affecting the Issuer, challenging the Issuer's authority to issue the Series 2017 Bond or to lend the proceeds thereof to the Borrower or to enter into this Financing Agreement or the Tax Exemption Agreement or any other action wherein an unfavorable ruling or finding would adversely affect the enforceability of the Series 2017 Bond or this Financing Agreement or the Tax Exemption Agreement or any other transaction of the Issuer which is similar hereto, or the exclusion of interest from gross income for federal tax purposes under the Code, or would materially and adversely affect any of the transactions contemplated by this Financing Agreement or the Tax Exemption Agreement.

[Remainder of page intentionally left blank]

ARTICLE IV

REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE BORROWER

The Borrower represents, warrants and covenants for the benefit of the Bondholder and the Issuer, as follows:

(a) The Borrower is a State of Florida not-for-profit corporation duly organized, validly existing and in good standing under the laws of the State of Florida, has all requisite power and authority to carry on its business as presently conducted, has all requisite power and authority to enter into this Financing Agreement and by proper corporate action has duly authorized the execution and delivery of this Financing Agreement, the Tax Exemption Agreement and the Other Financing Documents. The Borrower is in good standing and is duly licensed or qualified to transact business in the State and in all jurisdictions where the character of the property owned or leased or the nature of the business transacted by it makes such licensing or qualification necessary.

(b) The Borrower is organized and existing under Section 501(c)(3) of the Code.

(c) The Borrower is fully authorized to execute and deliver this Financing Agreement, the Tax Exemption Agreement and the Other Financing Documents and to perform the transactions contemplated thereby under the terms and provisions of its articles of incorporation, bylaws and a resolution of its board of trustees, or by other appropriate official approval, and further represents, covenants and warrants that all requirements have been met, and procedures have occurred in order to ensure the enforceability of this Financing Agreement, the Tax Exemption Agreement and the Other Financing Documents and this Financing Agreement and the Other Financing Documents have been duly authorized, executed and delivered.

(d) The officer(s) of the Borrower executing this Financing Agreement, the Tax Exemption Agreement and the Other Financing Documents and any related documents has been duly authorized to execute and deliver this Financing Agreement, the Tax Exemption Agreement and the Other Financing Documents and such related documents under the terms and provisions of its articles of incorporation, bylaws and a resolution of the Borrower's board of trustees.

(e) This Financing Agreement, the Tax Exemption Agreement and the Other Financing Documents constitute valid and legally binding obligations of the Borrower, enforceable against the Borrower in accordance with their respective terms, except to the extent limited by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.

(f) The execution and delivery of this Financing Agreement, the Tax Exemption Agreement and the Other Financing Documents, the consummation of the transactions contemplated hereby and the fulfillment of the terms and conditions hereof do not and will not violate any law, rule, regulation or order, conflict with or result in a breach of any of the terms or conditions of the articles of incorporation or bylaws of the Borrower or of any corporate restriction or of any indenture, agreement or instrument to which the Borrower is now a party and do not and will not constitute a default under any of the foregoing or result in the creation or

imposition of any liens, charges or encumbrances of any nature upon any of the property or assets of the Borrower contrary to the terms of any instrument or agreement.

(g) Neither the authorization, execution, delivery and performance of this Financing Agreement nor the Tax Exemption Agreement nor any of the Other Financing Documents by the Borrower requires submission to, approval of, filing or registration with, or other action by any Governmental Authority, which action with respect to this Financing Agreement, the Tax Exemption Agreement and the Other Financing Documents has not been taken and which is final and nonappealable.

(h) There is no action, suit, proceeding, claim, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body pending or, to the best of the Borrower's knowledge, threatened against or affecting the Borrower, challenging the Borrower's authority to pay the Refunded Indebtedness, finance the Project, enter into this Financing Agreement, the Tax Exemption Agreement or any of the Other Financing Documents or any other action wherein an unfavorable ruling or finding would adversely affect the enforceability of this Financing Agreement, the Tax Exemption Agreement or any of the Other Financing Documents or any other transaction of the Borrower which is similar hereto, or the exclusion of the interest on the Series 2017 Bond from gross income for federal tax purposes under the Code, or would materially and adversely affect any of the transactions contemplated by this Financing Agreement, the Tax Exemption Agreement or any of the Other Financing Documents.

(i) The Borrower, to the best of its knowledge, information and belief, is in compliance with applicable zoning, land use, environmental or similar laws or restrictions relating to the Refinanced Facilities (collectively, "Environmental Laws").

(j) The Refinanced Facilities are of the type authorized and permitted to be financed or refinanced with the proceeds of the Series 2017 Bond pursuant to the Act and are "projects" within the meaning of the Act.

(k) The Borrower will not take any action that would cause interest on the Series 2017 Bond to become includable in gross income of the holder thereof for federal income tax purposes under the Code, and the Borrower will take and will cause its officers, employees and agents to take all affirmative actions legally within its power necessary to ensure that such interest does not become includable in gross income of the recipient for federal income tax purposes under the Code (including, without limitation, the calculation and payment of any rebate required to preserve such exclusion). The Borrower will comply fully at all times with the Tax Exemption Agreement, and the Borrower will not take any action, or omit to take any action, which, if taken or omitted, respectively, would violate the Tax Exemption Agreement, and the representations and warranties in the Tax Exemption Agreement are true and correct. Upon its execution, the terms and provisions of the Tax Exemption Agreement shall be incorporated herein.

(l) All financial and other information provided to the Bondholder or the Issuer by or on behalf of the Borrower in connection with the Borrower's request for the Loan contemplated hereby is true and correct in all material respects and all financial statements provided fairly

present the financial condition of the Borrower on the dates thereof and the results of its operations and cash flows for the periods then ended. Since the date of its most recent financial statements, there has been no material adverse change in the business, properties or condition (financial or otherwise) of the Borrower.

(m) The Borrower has paid or caused to be paid to the proper authorities when due all federal, state and local taxes required to be withheld by it. The Borrower has timely filed all federal, state and local tax returns which are required to be filed, and the Borrower has paid or caused to be paid to the respective taxing authorities all taxes as shown on said returns or on any assessment received by it to the extent such taxes have become due.

(n) The Borrower will aid and assist the Issuer in connection with preparing and submitting to the Internal Revenue Service a Form 8038 (or other applicable information reporting statement) at the time and in the form required by the Code.

(o) No representation, warranty or other statement of the Borrower in this Financing Agreement, the Tax Exemption Agreement, the Other Financing Documents or any other document executed in connection with the Loan contains any false or misleading statement of a material fact or omits the statement of a fact necessary to make the statements made, in light of the circumstances under which they were made, not misleading.

(p) The Borrower will maintain or cause to be maintained the Refinanced Facilities and all portions thereof in good condition and will operate or cause to be operated the same in an efficient and economical manner, making or causing to be made such expenditures for equipment and for renewals, repairs or replacements as may be proper for the economical operation and maintenance thereof.

(q) The Borrower shall not use, or allow any use of, the Refinanced Facilities in any manner that would violate any provision of the Tax Exemption Agreement or which may adversely affect the tax-exempt status of the Series 2017 Bond.

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ARTICLE V
REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE BONDHOLDER

The Bondholder represents, warrants and covenants for the benefit of the Borrower and the Issuer, as follows:

(a) The Bondholder is a banking corporation duly organized, validly existing and in good standing under the laws of the State of Florida, has power to enter into this Financing Agreement and to purchase the Series 2017 Bond, and by proper corporate action has duly authorized the execution and delivery of this Financing Agreement and the Other Financing Documents which it is required to execute and deliver (the "Bondholder Documents"). The Bondholder is in good standing and is duly licensed or qualified to transact banking business in the State.

(b) The Bondholder has been fully authorized to execute and deliver the Bondholder Documents and to perform the transactions contemplated thereby under the terms and provisions of the resolution of its board of trustees, or by other appropriate official approval, and further represents, covenants and warrants that all requirements have been met, and procedures have occurred in order to ensure the enforceability of the Bondholder Documents against the Bondholder, and the Bondholder Documents have been duly authorized, executed and delivered by the Bondholder.

(c) The officer(s) of the Bondholder executing the Bondholder Documents and any related documents has been duly authorized to execute and deliver the Bondholder Documents and such related documents.

(d) The Bondholder Documents constitute valid and legally binding obligations of the Bondholder, enforceable against the Bondholder in accordance with their respective terms, except to the extent limited by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.

(e) The execution and delivery of the Bondholder Documents, the consummation of the transactions contemplated hereby and the fulfillment of the terms and conditions hereof do not and will not violate any law, rule, regulation or order, conflict with or result in a breach of any of the terms or conditions of the articles of incorporation or bylaws of the Bondholder or of any corporate restriction or of any agreement or instrument to which the Bondholder is now a party and do not and will not constitute a default under any of the foregoing or result in the creation or imposition of any liens, charges or encumbrances of any nature upon any of the property or assets of the Bondholder contrary to the terms of any instrument or agreement.

(f) The authorization, execution, delivery and performance of the Bondholder Documents by the Bondholder do not require submission to, approval of, or other action by any governmental authority or agency, which action with respect to the Bondholder Documents has not been taken and which is final and nonappealable.

(g) There is no action, suit, proceeding, claim, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body pending or, to the best of

the Bondholder's knowledge, threatened against or affecting the Bondholder, challenging the Bondholder's authority to make the Loan, enter into the Bondholder Documents or any other action wherein an unfavorable ruling or finding would adversely affect the enforceability of the Bondholder Documents or any other transaction of the Bondholder which is similar hereto, or would materially and adversely affect any of the transactions contemplated by the Bondholder Documents.

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ARTICLE VI
AFFIRMATIVE AND NEGATIVE COVENANTS OF THE BORROWER

SECTION 6.01 REPORTING REQUIREMENTS. The Borrower will deliver, or cause to be delivered, to the Bondholder each of the following, which shall be in form and detail acceptable to the Bondholder:

(a) as soon as available, and in any event within 30 days after the end of the second and fourth fiscal quarters of the Borrower, commencing with the first of such fiscal quarters which ends after the date of issuance of the Series 2017 Bond, internal consolidated and consolidating financial statements of the Borrower, which internal financial statements shall include a statement of financial position of the Borrower as of the end of such fiscal quarter and relating to the semi-annual period then ending and the related statements of activities and cash flows of the Borrower for such period including a statement of results of operations and statement of change of financial position, a report of accounts receivable, all in reasonable detail and prepared in accordance with GAAP, together with a certificate of an authorized officer of the Borrower certifying such statements as being true and correct and stating that such financial statements are fairly presented on a consistent basis and whether or not such officer has knowledge of the occurrence of any Default or Event of Default hereunder and, if so, stating in reasonable detail the facts with respect thereto;

(b) as soon as available, and in any event within 150 days after the end of each fiscal year of the Borrower, commencing with the fiscal year ending June 30, 2017, audited financial statements of the Borrower, which audited annual financial statements shall include a statement of financial position of the Borrower as of the end of such fiscal year and the related statements of activities and cash flows (with all footnotes thereto) of the Borrower for the fiscal year then ended, all in reasonable detail, and shall be presented on a consolidated basis, and in each case setting forth in comparative form the figures for the previous fiscal year, together with an opinion of independent certified public accountants satisfactory to the Bondholder stating that such financial statements are fairly presented on a consistent basis in accordance with GAAP (without a "going concern" or like qualification, exception or explanation and without any qualification or exception as to scope of such audit);

(c) as soon as available, and in any event within 30 days of the filing thereof, copies of the Borrower's completed federal income tax returns, including all schedules thereto;

(d) such additional information and statements, lists of assets and liabilities, agings of receivables and payables, inventory schedules, budgets, forecasts, tax returns, and other reports with respect to the Borrower's financial condition and business operations as the Bondholder may reasonably request from time to time;

(e) promptly after the commencement thereof, notice in writing of all litigation and of all proceedings before any governmental or regulatory agency affecting the Borrower or the Refinanced Facilities;

(f) as promptly as practicable (but in any event not later than five Business Days) after an officer of the Borrower obtains knowledge of the occurrence of any event that

constitutes a Default or an Event of Default hereunder or under any of the Other Financing Documents, notice of such occurrence, together with a detailed statement by an authorized officer of the Borrower of the steps being taken by the Borrower to cure the effect of such Default or Event of Default;

(g) promptly upon knowledge thereof, notice of any loss or destruction of or damage to the Refinanced Facilities;

(h) promptly after the amending thereof, copies of any and all amendments to its certificate of incorporation, articles of incorporation or bylaws;

(i) promptly upon knowledge thereof, notice of the violation by the Borrower of any material law, rule or regulation;

(j) promptly upon knowledge thereof, notice of any material adverse change in the financial or operating condition of the Borrower; and

(k) as soon as available after approval thereof by the Borrower's governing body, a copy of the Borrower's annual budget.

The Bondholder is authorized to deliver a copy of any financial statement or other information delivered to it pursuant hereto to any regulatory board having jurisdiction over the Bondholder.

SECTION 6.02 BOOKS AND RECORDS; INSPECTION AND EXAMINATION. The Borrower will keep accurate books of record and account for itself pertaining to the Refinanced Facilities and pertaining to the Borrower's business and financial condition and such other matters as the Bondholder may from time to time request in which full, true and correct entries shall be made of all dealings and transactions in relation to its business and activities in accordance with generally accepted accounting principles consistently applied and, upon request of the Bondholder, will permit any officer, employee, attorney or accountant for, or agent of, the Bondholder to audit, review, make extracts from, or copy any and all corporate and financial books, records and properties of the Borrower at all times during ordinary business hours, and to discuss the affairs of the Borrower with any of its directors, officers, employees or agents and its independent certified public accountants. The Borrower will permit the Issuer and the Bondholder, or their employees, accountants, attorneys or agents, to examine and copy any or all of its records and to examine and inspect the Refinanced Facilities at any reasonable time during the Borrower's business hours.

SECTION 6.03 COMPLIANCE WITH LAWS. The Borrower shall (a) comply with the requirements of applicable laws and regulations, the noncompliance with which would materially and adversely affect its business or its financial condition or the Refinanced Facilities, and (b) use and keep the Refinanced Facilities, and will require that others use and keep the Refinanced Facilities, only for lawful purposes, without violation of any federal, state or local law, statute or ordinance. The Borrower shall secure and maintain all permits and licenses, if any, necessary for the operation of the Refinanced Facilities. The Borrower shall comply in all respects with all laws of the jurisdictions in which its operations involving any component of Refinanced Facilities may extend and of any legislative, executive, administrative or judicial

body exercising any power or jurisdiction over the items of the Refinanced Facilities or its interest or rights under this Financing Agreement, the Tax Exemption Agreement and the Other Financing Documents.

SECTION 6.04 PRESERVATION OF CORPORATE EXISTENCE; CHANGE IN OWNERSHIP. The Borrower will preserve and maintain its corporate existence as a Florida not-for-profit corporation and an entity designated under Section 501(c)(3) of the Code, and all of its rights, privileges and franchises necessary or desirable in the normal conduct of its business and all licenses, permits, patents, copyrights, trademarks and trade names material to the conduct of its business; and shall conduct its business in an orderly, efficient and regular manner. So long as the Loan or the Series 2017 Bond remain outstanding hereunder, the Borrower will not allow any change in ownership interests of the Borrower greater than 10% or any change in the nature of the business conducted by it without the prior written consent of the Bondholder.

SECTION 6.05 LIMITATIONS OF LIABILITY. In no event, whether as a result of breach of contract, warranty, tort (including negligence or strict liability), indemnity or otherwise, shall the Bondholder, its assignees, if any, or the Issuer be liable for any special, consequential, incidental, punitive or penal damages, including, but not limited to, loss of profit or revenue as a result of the transactions contemplated hereby.

SECTION 6.06 BORROWER'S OBLIGATIONS UNCONDITIONAL. All payments required of the Borrower hereunder shall be paid without notice or demand and without set off, counterclaim, or defense for any reason and without abatement or deduction or defense. The Borrower will not suspend or discontinue any such payments, and will perform and observe all of its other agreements in this Financing Agreement, and, except as expressly permitted in Section 2.07, will not terminate this Financing Agreement for any cause, including but not limited to any acts or circumstances that may constitute failure of consideration, destruction or damage to the Refinanced Facilities, or the Borrower's business, or the Borrower's business by condemnation or otherwise, the lawful prohibition of the Borrower's use of the Refinanced Facilities or the Borrower's business, the interference with such use by any private person or corporation, the invalidity or unenforceability or lack of due authorization or other infirmity of this Financing Agreement, or lack of right, power or authority of the Issuer to enter into this Financing Agreement, eviction by paramount title, commercial frustration of purpose, bankruptcy or insolvency of the Issuer, change in the tax or other laws or administrative rulings or actions of the United States of America or of the State of Florida or any political subdivision thereof, or failure of the Issuer to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Financing Agreement, or for any other cause whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding, it being the intention of the parties hereto that the amounts payable by the Borrower hereunder shall be paid in full when due without any delay or diminution whatever.

SECTION 6.07 INDEMNITY BY THE BORROWER. The Borrower will, to the fullest extent permitted by law, protect, indemnify and save the Bondholder, the Issuer and their officers, agents, employees and any person who controls the Bondholder or the Issuer within the meaning of the Securities Act of 1933, harmless from and against all liabilities, losses,

damages, costs, expenses (including attorneys' fees and expenses of the Bondholder and the Issuer), causes of action, suits, claims, demands and judgments of any nature arising from the transactions contemplated by this Financing Agreement, the Tax Exemption Agreement and the Other Financing Documents, including but not limited to:

(a) any injury to or death of any person or damage to property in or upon the Refinanced Facilities or its premises or growing out of or connected with the use, non-use, condition or occupancy of the premises or any other location of the Refinanced Facilities or any part thereof including any and all acts or operations relating to the construction or installation of property or improvements. The foregoing indemnification obligations shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Borrower, customers, suppliers or affiliated organizations under any Workers' Compensation Acts, Disability Benefit Acts or other employee benefit Acts;

(b) violation of any agreement, provision or condition of this Financing Agreement, the Tax Exemption Agreement, or any of the Other Financing Documents, except by the Bondholder or the Issuer;

(c) violation of any contract, agreement or restriction applicable to the Borrower which shall have existed at the commencement of the term of this Financing Agreement or shall have been approved by the Borrower;

(d) violation of any law, ordinance, court order or regulation affecting the Refinanced Facilities, or a part thereof, or the ownership, occupancy or use thereof; and

(e) any statement or information relating to the expenditure of the proceeds of the Series 2017 Bond contained in the Tax Exemption Agreement or similar document furnished by the Borrower which, at the time made, is misleading, untrue or incorrect in any material respect.

Promptly after receipt by the Bondholder or the Issuer or any such other indemnified person of notice of the commencement of any action in respect of which indemnity may be sought against the Borrower under this Section, such person will notify the Borrower in writing of the commencement thereof, and, subject to the provisions hereinafter stated, the Borrower shall assume the defense of such action (including the employment of counsel who shall be satisfactory to the Bondholder and the Issuer, as applicable, or such other person, as the case may be, and the payment of expenses). Insofar as such action shall relate to any alleged liability in respect of which indemnity may be sought against the Borrower, the Bondholder and the Issuer, as applicable, or any such other indemnified person shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall not be at the expense of the Borrower unless the Issuer or the Bondholder reasonably determines that the employment of such separate counsel is necessary to protect its interests. The Borrower shall not be liable to indemnify any person for any settlement of any such action effected without its consent. The Borrower shall not be required to indemnify the Bondholder or the Issuer for any damages, losses, causes of action, lawsuits, or claims which are caused directly and solely by the gross negligence, willful misconduct, or fraudulent acts of the Bondholder or the Issuer, as applicable.

The provisions of this Section 6.07 shall survive the payment and discharge of the Series 2017 Bond.

SECTION 6.08 ATTORNEYS' FEES AND EXPENSES. If an Event of Default shall exist under this Financing Agreement and the Bondholder or the Issuer should employ attorneys or incur other expenses for the collection of any amounts due hereunder, or the enforcement of performance of any obligation or agreement on the part of the Borrower, the Borrower will upon demand pay to the Bondholder or the Issuer, as applicable, the reasonable fees of such attorneys and such other expenses so incurred. The Borrower shall also be responsible for paying the fees and expenses of Bond Counsel, to the extent any issues arise regarding the Series 2017 Bond subsequent to the issuance thereof.

SECTION 6.09 ACCOUNTING. The Borrower will not adopt, permit or consent to any material change in accounting treatment or reporting practices other than as required by generally accepted accounting principles, without the prior written consent of the Bondholder.

SECTION 6.10 OTHER DEFAULTS. The Borrower will not permit any breach, default or event of default to occur under any note, financing agreement, indenture, lease, mortgage, contract for deed, security agreement or other contractual obligation binding upon the Borrower or any judgment, decree, order or determination applicable to the Borrower.

SECTION 6.11 DEPOSIT RELATIONSHIP. Throughout the term of the Series 2017 Bond, the Borrower will maintain its primary depository accounts with the Bondholder.

SECTION 6.12 TRANSFER OF PROPERTY. The Borrower shall not transfer, assign its interest in, or otherwise convey any portion of the Refinanced Facilities without the prior written consent of the Bondholder. Prior to any such transfer, assignment or other conveyance the Borrower shall obtain an opinion of Bond Counsel that the transfer, assignment or conveyance will not adversely affect the tax-exempt status of the Series 2017 Bond.

SECTION 6.13 REBATE FUND. The Borrower agrees to establish with the Bondholder a separate fund to be known as the "Bay County, Florida Industrial Development Revenue Refunding Bond (Goodwill Industries – Big Bend, Inc. Project) Rebate Fund," which shall be utilized as described in the Tax Exemption Agreement.

SECTION 6.14 DEBT SERVICE COVERAGE. The Borrower shall maintain a minimum debt service coverage ratio of 1.15x for the life of the Loan, tested annually via the Borrower's audited financial statements.

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ARTICLE VII EVENTS OF DEFAULT AND REMEDIES

SECTION 7.01 EVENTS OF DEFAULT. Each of the following constitutes an "Event of Default" under this Financing Agreement:

(a) failure by the Borrower to pay to the Bondholder, as holder of the Series 2017 Bond and assignee of the Issuer, when due, any Loan Payment or to pay any other payment required to be paid hereunder and the continuation of such failure for a period of three (3) days;

(b) failure by the Borrower to observe and perform any other covenant, condition or agreement contained herein, in the Tax Exemption Agreement, in any of the Other Financing Documents, or in any other document or agreement executed in connection herewith on its part to be observed or performed for a period of 30 days after written notice is given to the Borrower from the Bondholder or the Issuer, as the case may be, specifying such failure and directing that it be remedied; *provided, however*, that, if the failure stated in such notice cannot be corrected within such 30-day period, neither the Bondholder nor the Issuer will unreasonably withhold its consent to an extension of such time of up to 60 additional days if corrective action is instituted by the Borrower within the applicable period and diligently pursued until the default is corrected;

(c) initiation by the Issuer of a proceeding under any federal or state bankruptcy or insolvency law seeking relief under such laws concerning the indebtedness of the Issuer;

(d) the Borrower shall be or become insolvent, or admit in writing its inability to pay its debts as they mature, or make an assignment for the benefit of creditors; or the Borrower shall apply for or consent to the appointment of any receiver, trustee or similar officer for it or for all or any substantial part of its property; or such receiver, trustee or similar officer shall be appointed without the application or consent of the Borrower, as the case may be; or the Borrower shall institute (by petition, application, answer, consent or otherwise) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar proceeding relating to it under the laws of any jurisdiction; or any such proceeding shall be instituted (by petition, application or otherwise) against the Borrower; or any judgment, writ, warrant of attachment or execution or similar process shall be issued or levied against a substantial part of the property of the Borrower;

(e) determination by the Bondholder that any representation or warranty made by the Borrower herein, in the Tax Exemption Agreement, in any of the Other Financing Documents or in any other document executed in connection herewith was untrue in any material respect when made;

(f) the occurrence of a default or an event of default under any instrument, agreement or other document evidencing or relating to or securing any indebtedness or other monetary obligation of the Borrower in excess of \$100,000; and

(g) the occurrence of a default or an event of default under any of the Other Financing Documents or any other material agreement between or among the Bondholder or any

of its affiliates and the Borrower, including, without limitation, any agreement pertaining to indebtedness owed by the Borrower to the Bondholder.

SECTION 7.02 REMEDIES ON DEFAULT. Whenever any Event of Default shall have occurred and be continuing, the Bondholder, as holder of the Series 2017 Bond and assignee of the Issuer, shall have the right, at its sole option without any further demand or notice, to take any one or any combination of the following remedial steps and such other steps which are otherwise accorded to the Bondholder, as assignee of the Issuer, by applicable law:

(a) by notice to the Issuer and the Borrower, declare the entire unpaid principal amount of the Loan and the Series 2017 Bond then outstanding, all interest accrued and unpaid thereon and all amounts payable under this Financing Agreement to be forthwith due and payable, whereupon the Loan and the Series 2017 Bond, all such accrued interest and all such amounts shall become and be forthwith due and payable, without presentment, notice of dishonor, protest or further notice of any kind, all of which are hereby expressly waived by the Borrower; provided, however, any such acceleration of the Series 2017 Bond shall not result in any additional or different liability or obligations on the part of the Issuer;

(b) proceed to protect and enforce its rights under the laws of the State or under this Financing Agreement or any of the Other Financing Documents by such suits, actions or special proceedings in equity or at law, or by proceedings in any State of Florida or federal court having jurisdiction, either for the specific performance of any covenant or agreement contained herein or therein or in aid or execution of any power herein or therein granted or for the enforcement of any proper legal or equitable remedy, as the Bondholder shall deem most effective to protect and enforce such rights. Without limiting the generality of the foregoing, the Bondholder shall have the right to bring an action to enforce its creditor's rights and remedies under this Financing Agreement and under applicable law;

(c) sue for, enforce payment of and receive any and all amounts then or during any default becoming, and at any time remaining, due from the Borrower for principal, interest or otherwise under any of the provisions of this Financing Agreement or of the Loan then unpaid, together with any and all costs and expenses of collection and of all proceedings hereunder (including, without limitation, reasonable legal fees in all proceedings, including administrative, appellate and bankruptcy proceedings), without prejudice to any other right or remedy of the Bondholder, and to recover and enforce any judgment or decree against the Borrower for any portion of such amounts remaining unpaid and interest, costs, and expenses as above provided, and to collect in any manner provided by law, the monies adjudged or decreed to be payable; and

(d) take any other actions permitted under the terms of any of the Other Financing Documents or otherwise permissible under applicable law to enforce its rights hereunder, under the Series 2017 Bond and/or under any or all of the Other Financing Documents.

SECTION 7.03 NO REMEDY EXCLUSIVE. No remedy herein conferred upon or reserved to the Bondholder or the Issuer is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Financing Agreement and/or any of the Other Financing Documents or now or hereafter existing at law or

in equity. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Bondholder or the Issuer to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice other than such notice as may be required by this Article. All remedies herein conferred upon or reserved to the Bondholder or the Issuer shall survive the termination of this Financing Agreement.

SECTION 7.04 WAIVERS, ETC. No delay or omission of the Issuer or the Bondholder to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or any acquiescence therein; and every power and remedy given by this Financing Agreement to the Issuer and the Bondholder may be exercised from time to time and as often as may be deemed expedient.

The Issuer (with consent of the Bondholder with respect to any default by the Borrower) or the Bondholder may waive any default which in its opinion shall have been remedied before the entry of a final judgment or decree in any suit, action or proceeding instituted by it under the provisions of this Financing Agreement or before the completion of the enforcement of any other remedy under this Financing Agreement, but no such waiver shall be effective unless in writing and no such waiver shall extend to or affect any other existing or any subsequent default or defaults or impair any rights or remedies consequent thereon. Any waiver by the Bondholder shall be deemed to be a waiver by the Issuer.

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**ARTICLE VIII
MISCELLANEOUS**

SECTION 8.01 NOTICES. All notices, certificates, requests, demands and other communications provided for hereunder or under the Tax Exemption Agreement shall be in writing and shall be (a) personally delivered, (b) sent by first class United States mail, (c) sent by overnight courier of national reputation, or (d) transmitted by facsimile, in each case addressed to the party to whom notice is being given at its address as set forth below and, if telecopied, transmitted to that party at its telecopier number set forth below or, as to each party, at such other address or telecopier number as may hereafter be designated by such party in a written notice to the other parties complying as to delivery with the terms of this Section. All such notices, requests, demands and other communications shall be deemed to have been given on (a) the date received if personally delivered, (b) two Business Days after deposited in the mail if delivered by mail, (c) the date sent if sent by overnight courier, or (d) the date of transmission if delivered by facsimile.

Bondholder: Capital City Bank
P.O. Box 900
Tallahassee, Florida 32302-0900
Telephone: 850/402-7000

Issuer: Bay County, Florida
Attention: County Attorney
810 W. 11th Street
Panama City, Florida 32401
Telephone: 850/248-8175
Facsimile: 850/248-8189

Borrower: Goodwill Industries-Big Bend, Inc.
Attention: President
300 Mabry Street
Tallahassee, Florida 32304
Telephone: 850/576-7145
Facsimile: 850/576-4691

SECTION 8.02 FURTHER ASSURANCE AND CORRECTIVE INSTRUMENTS. The Issuer and the Borrower hereby agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further acts, instruments, conveyances, transfers and assurances, as the Bondholder reasonably deems necessary or advisable for the implementation, correction, confirmation or perfection of this Financing Agreement, the Tax Exemption Agreement, the Other Financing Documents and any rights of the Bondholder hereunder or thereunder.

SECTION 8.03 BINDING EFFECT. This Financing Agreement shall inure to the benefit of and shall be binding upon the Bondholder, the Issuer, the Borrower and their respective successors and assigns.

SECTION 8.04 SEVERABILITY. In the event any provision of this Financing Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 8.05 AMENDMENTS. To the extent permitted by law, the terms of this Financing Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the parties hereto, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. Notwithstanding the foregoing, if the proposed amendment does not affect the rights or obligations of the Issuer, the Issuer shall not be required to consent to the amendment or otherwise be a party to the written instrument. The Issuer shall be provided with a copy of any such proposed amendment prior to its effective date. No amendment will become effective unless Bond Counsel provides an opinion that such amendment will not adversely affect the tax-exempt status of the Series 2017 Bond.

SECTION 8.06 EXECUTION IN COUNTERPARTS. This Financing Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument, and any of the parties hereto may execute this Financing Agreement by signing any such counterpart.

SECTION 8.07 CAPTIONS. The captions or headings in this Financing Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Financing Agreement.

SECTION 8.08 ENTIRE AGREEMENT. This Financing Agreement and the exhibits and schedule hereto constitute the entire agreement among the Bondholder, the Issuer and the Borrower. There are no understandings, agreements, representations or warranties, express or implied, not specified herein or in the Other Financing Documents or in such other documents regarding this Financing Agreement or the Refinanced Facilities financed hereby.

SECTION 8.09 USURY. It is the intention of the parties hereto to comply with any applicable usury laws; accordingly, it is agreed that, notwithstanding any provisions to the contrary in this Financing Agreement, in no event shall this Financing Agreement require the payment or permit the collection of interest or any amount in the nature of interest or fees in excess of the maximum permitted by applicable law.

SECTION 8.10. NO ADVISORY OR FIDUCIARY RELATIONSHIP. In connection with all aspects of the transaction contemplated hereunder (including in connection with any amendment, waiver or other modification hereof or of any other documents related hereto), the Issuer acknowledges and agrees, that (a)(i) it has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, (ii) it is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and any other loan documents, (iii) the Bondholder is not acting as a municipal advisor or financial advisor to the Issuer and (iv) the Bondholder has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act to the Issuer with respect to the transactions contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Bondholder has provided other services or is currently

providing other services to the Issuer on other matters); (b) (i) the Bondholder is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary, for the Issuer, or any other person and (ii) the Bondholder has no obligation to the Issuer with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other documents associated with the Series 2017 Bond; and (c) the Bondholder may be engaged in a broad range of transactions that involve interests that differ from those of the Issuer, and the Bondholder has no obligation to disclose any of such interests to the Issuer. To the fullest extent permitted by law, the Issuer hereby waives and releases any claims that it may have against the Bondholder with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transactions contemplated hereby. The transactions contemplated herein and the Series 2017 Bond are delivered, pursuant to and in reliance upon the bank exemption and/or the institutional buyer exemption provided under the municipal advisor rules of the Securities and Exchange Commission, Rule 15Ba1-1 et seq, to the extent that such rules apply to the transactions contemplated hereunder.

SECTION 8.11 PERMISSION TO USE INFORMATION. The Issuer agrees and consents that the Bondholder shall be permitted to use information related to the Series 2017 Bond in connection with marketing, press releases or other transactional announcements or updates provided to investors or trade publications, including, but not limited to, the placement of the logo or other identifying name on the marketing materials or of "tombstone" advertisements in publications of its choice at its own expense.

SECTION 8.12. WAIVER OF JURY TRIAL. The Issuer knowingly, voluntarily, and intentionally waives any right it may have to a trial by jury, with respect to any litigation or legal proceedings based on or arising out of this Financing Agreement or the Series 2017 Bond, including any course of conduct, course of dealings, verbal or written statement or actions or omissions of any party which in any way relates to the Series 2017 Bond or this Financing Agreement.

SECTION 8.13 APPLICABLE LAW AND VENUE. The Series 2017 Bond shall be governed by applicable federal law and the internal laws of the State. The Issuer agrees that certain material events and occurrences relating to the Series 2017 Bond bear a reasonable relationship to the laws of Florida and the validity, terms, performance and enforcement of the Series 2017 Bond shall be governed by the internal laws of Florida which are applicable to agreements which are negotiated, executed, delivered and performed solely in Florida. Unless applicable law provides otherwise, in the event of any legal proceeding arising out of or related to the Series 2017 Bond, the Issuer consents to the jurisdiction and venue of any court located in the State.

SECTION 8.14 INCORPORATION BY REFERENCE. All of the terms and obligations of the exhibits and schedule hereto are hereby incorporated herein by reference as if all of the foregoing were fully set forth in this Financing Agreement. All recitals appearing at the beginning of this Financing Agreement are hereby incorporated herein by reference. All provisions of the Tax Exemption Agreement are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Financing Agreement in their respective corporate names by their duly authorized officers, all as of the date first written above.

CAPITAL CITY BANK

(SEAL)

BAY COUNTY, FLORIDA

ATTEST:

Clerk

Chairman, Board of County Commissioners

**GOODWILL INDUSTRIES-BIG
BEND, INC.**

President

EXHIBIT A

FORM OF SERIES 2017 BOND

No. R-__

\$_____

UNITED STATES OF AMERICA
BAY COUNTY, FLORIDA
INDUSTRIAL DEVELOPMENT REVENUE REFUNDING BOND
(GOODWILL INDUSTRIES-BIG BEND, INC. PROJECT),
SERIES 2017

<u>Dated Date</u>	<u>Interest</u>	<u>Final</u>
Date of Delivery	<u>Rate</u>	<u>Maturity Date</u>
	Variable	April 1, 2037

BAY COUNTY, FLORIDA, a political subdivision organized and existing under the laws of the State of Florida (the "Issuer"), for value received, hereby promises to pay to CAPITAL CITY BANK, or to its registered assigns (the "Holder"), but solely from the Loan Payments (as defined in the hereinafter described Financing Agreement) the principal sum of _____ AND 00/100 DOLLARS in any coin or currency of the United States of America which on the date of payment thereof is the legal tender for the payment of public and private debts, and to pay, solely from such Loan Payments, in like coin and currency, interest on the outstanding principal sum from the Dated Date hereof. Such interest shall be payable at the Interest Rate (which is subject to adjustment in accordance with the hereinafter defined Financing Agreement), and all payments of the principal of or interest on this Series 2017 Bond shall be payable at the time and place, in the amounts and in accordance with the terms set forth in that certain Financing Agreement dated as of April 1, 2017 (the "Financing Agreement") among the Issuer, Capital City Bank and Goodwill Industries-Big Bend, Inc. (the "Borrower"). Principal of this Series 2017 Bond shall be payable as set forth in the Financing Agreement. Interest shall be computed on the basis of the actual number of days elapsed over a 360-day year. All terms used herein in capitalized form and not otherwise defined herein shall have the meanings ascribed thereto in the Financing Agreement.

This Series 2017 Bond is payable solely from Loan Payments to be made by the Borrower in accordance with the Financing Agreement and is secured by the Financing Agreement, and, among other things, the Other Financing Documents. **This Series 2017 Bond shall not represent or constitute a debt, liability or obligation or pledge of the faith and credit or taxing power of the Issuer, the State of Florida (the "State") or any political subdivision or agency thereof and this Series 2017 Bond is payable solely from payments made by the Borrower pursuant to the Financing Agreement and any funds derived from any of the Other Financing Documents, and no other moneys of the Issuer, the State, or any political subdivision or agency thereof shall be obligated or pledged for the payment of any amounts due under this Series 2017 Bond.**

This Series 2017 Bond is subject to prepayment in whole or in part at any time without penalty as set forth in the Financing Agreement.

Pursuant to the Financing Agreement, the Holder shall have the right to demand that this Series 2017 Bond be purchased by the Borrower at a purchase price equal to 100% of the principal amount thereof, plus accrued interest to the Optional Tender Date and any past due amount, on the dates set forth in the Financing Agreement, all in accordance with the provisions of the Financing Agreement.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Series 2017 Bond exist, have happened and have been performed in regular and due form and time as required by the Constitution and laws of the State of Florida applicable thereto and that the issuance of this Series 2017 Bond is in full compliance with all Constitutional and statutory limitations, provisions and restrictions.

IN WITNESS WHEREOF, Bay County, Florida has issued this Series 2017 Bond and has caused the same to be signed by the signature of the Chairman of its Board of County Commissioners and attested by its Clerk.

BAY COUNTY, FLORIDA

(SEAL)

By: _____
Chairman, Board of County Commissioners

ATTEST:

By: _____
Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned _____
_____ (the "Transferor") hereby sells, assigns and transfers
unto _____ (the "Transferee")

PLEASE INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF TRANSFeree

the within Series _____ Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ as attorney to register the transfer of the within Series _____ Bond on the books kept for registration of transfer thereof, with full power of substitution in the premises.

Date: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution which is a member of a recognized signature guarantee program, i.e., Securities Transfer Agents Medallion Program (STAMP), Stock Exchanges Medallion Program (SEMP) or New York Stock Exchange Medallion Signature Program.

NOTICE: No transfer will be registered and no new Series _____ Bond will be issued in the name of the Transferee, unless the signature(s) to this assignment correspond(s) with the name as it appears on the face of the within Series _____ Bond in every particular, without alteration or enlargement or any change whatever and the Social Security or Federal Employer Identification Number of the Transferee is supplied.

EXHIBIT B

THE REFINANCED FACILITIES

The Refinanced Facilities include the following properties:

1. 1943 Thomasville Road, Tallahassee
2. 1619 Florida Avenue, Lynn Haven
3. 300 Mabry Street, Tallahassee
4. 240 Mabry Street, Tallahassee
5. 2551 W. Pensacola Street, Tallahassee
6. 2578 N. Monroe Street, Tallahassee
7. 3207 E. 4th Street, Panama City
8. 2520 W. 23rd Street, Panama City
9. 2826 Thomas Drive, Panama City
10. 13415 Panama City Beach Parkway, Panama City Beach
11. Unit 106 Bradfordville Commons Condo, Tallahassee



Bay County Board of County Commissioners Agenda Item Summary

PZ 16-171 Planned Unit Development Public Hearing

DEPARTMENT MAKING REQUEST/NAME:

Community Development - Ian Crelling, Planning Manager

MEETING DATE: 4/4/2017

REQUESTED MOTION/ACTION:

Board to conduct a public hearing on a proposal for a Planned Unit Development, and decide whether to approve, approve with changes, or not approve the Planned Unit Development, Application No. PZ 16-171, located at 4600 Magnolia Beach Road, in the unincorporated beaches area. **(District V)**.

AGENDA

Community Development - Public Hearing

BUDGETED ITEM? N/A

BUDGET ACTION:

None needed.

FINANCIAL IMPACT SUMMARY STATEMENT:

N/A

BACKGROUND:

Pursuant to the Bay County Land Development Regulations, all applications for a Planned Unit Development must be heard at an advertised public hearing before approval. The proposed 20 acre Planned Unit Development is a request from George Wilson located at 4600 Magnolia Beach Road, in the unincorporated beaches area. **(District V)**. **(Exhibit 1)**.

The Bay County Land Development Regulations allow for Planned Unit Developments to encourage developers to exercise greater ingenuity and imagination in the planning and redevelopment of tracts of land than generally is possible under the more traditional zoning regulations. They often help allow the enhancement of housing, employment, shopping, traffic circulation, and recreational opportunities. This 23 lot single-family residential Planned Unit Development requests reduced right-of-way widths to preserve as many large hardwood trees and other natural features on site as possible. A walking path around the proposed lake will also be constructed.

The proposal meets the area and density requirements required by the Land Development Regulations. The Planned Unit Development is proposed in a single phase. The development will consist of a 23 lot single-family residential subdivision. Access to the subject property is via Magnolia Beach Road, a collector road.

Staff recommends the Board conduct a public hearing and approve the proposed Planned Unit Development **(Exhibit 2)**.

Notice of this public hearing was published in a local newspaper in accordance with Section 206 of the Land Development Regulations.

ATTACHMENTS:

Description	Type
Exhibit 1 PUD Map and Application	Exhibit
Exhibit 2 Proposed PUD Approval	Exhibit

Location Map



1 in = 0.07 miles

Map created using ArcReader provided by Bay County GIS.
Projection: NAD_1983_StatePlane_Florida_North_FIPS_0903_Feet
This GIS data is not a legal representation of the features depicted; any
assumption of the legal status of this data is hereby disclaimed.

**Prepared by
Bay County
Planning and Zoning**

January 23, 2017

Mr. Ian Crelling
Bay County Planning Division
840 West 11th Street, Room 2350
Panama City, FL 32405

RE: **Canopy Place PUD Application**
Bay County, Florida
PE File #13619

Dear Mr. Crelling:

We offer the following clarifications to our PUD Application for Canopy Place.

1. The primary public benefit of the request for a 40' private ROW is the preservation of large hardwood trees and natural features by reducing. The project theme of a gated community with only 23 very large lots will also protect and preserve many of the smaller trees within the lots where if traditionally developed to R-1 bulk regulations the property would yield about 90 lots with few if any trees preserved.

No sidewalks within the ROW are proposed. Residents will access the Gazebo area and walking path around the Lake by foot, bicycle or golf cart. The path surface will be improved by gravel, asphalt, concrete or rubberized material. A final decision on specific material is pending preparation of site construction plans.

2. We have been working on DO site plans and have attached a copy of our current Site Layout Plan. The surveyed large hardwoods are shown. This best explains the reason the 40' ROW and roadway as it meanders to avoid conflicts. We had to split into single lanes at a few areas. Access drives through the hardwood hammock have also been identified to avoid tree impacts. A Certified Arborist is working with us during design and during construction.

If you have any questions or comments, please feel free to contact me at 850.763.5200.

Sincerely,
PANHANDLE ENGINEERING, INC.

Jimmy Southall, PE
Senior Project Manager

Cc: Jim Slonina, PE, President, Panhandle Engineering, Inc.

JHS/bio
P:\13619 21 Acre Waterfront Residential\2 Correspondence - Month Year\13619 PUD Approval Ltr reeling.docx



PANHANDLE
ENGINEERING, INC



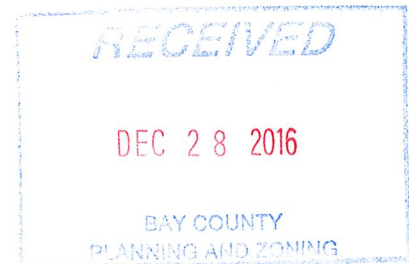
civil engineers
environmental
land planning
roads + bridges
stormwater
water + wastewater

PANHANDLE ENGINEERING, INC
3005 Lynn Haven Parkway
Lynn Haven, FL 32444
p: 850.763.5200
f: 850.769.0730

PANHANDLE
ENGINEERING, INC

APPLICATION FOR A PLANNED UNIT DEVELOPMENT
CANOPY PLACE SUBDIVISION
ENGINEER'S NARRATIVE
PE NO. 13619

Project: Canopy Place Subdivision
Location: Magnolia Beach Road, Bay County, Florida
Area of Site: 20.37 Acres (From Boundary Survey)
RE Parcel No.: 31232-000-000
Current Zoning: R-1
Future Land Use: Residential
FIRM: Small area of AE 8 near St. Andrews Bay
Legal Description: See Boundary Survey Attached Description

**Existing Conditions:**

One existing vacant residence onsite. Majority of site is natural and undeveloped. There are dozens of hardwood trees onsite. A tree survey of 30" DBH trees has been conducted (see attached drawings).

Proposed Development Narrative:

The developer proposes a very low density single family residential subdivision with 23 lots. The emphasis will be on preserving as many hardwood trees as possible.

The individual lot areas vary from 0.5 acres to 0.9 acres. A wet detention stormwater treatment lake with a perimeter walking path and community gazebo is proposed.

A pre-development meeting was conducted with Bay County Planning and Engineering staff October 30, 2016.

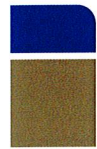
In order to maximize preservation of trees the project Right of Ways are proposed to be a nominal 40 ft. with two 8ft utility easements.

Street pavement will be a nominal 24ft wide with curbs and gutters.

The wet detention lake will provide stormwater treatment to comply with Bay County and state Environmental resource permitting requirements.

Water and wastewater utilities will be provided by the City of Panama City Beach municipal systems.

Due to the Low Density, no entrance turn lane improvements to Magnolia Beach Rd will be required.



All on site roadways, stormwater system and other utility systems will be the responsibility of the home owners association.

The development will comply with all Bay County comprehensive plan and Land Development Code regulations except street right of way width. The plan proposes 40ft right of ways with two 8ft utility easements in lieu of 60ft right of ways.

Cypress Environmental Services, Inc. indicates that there are jurisdictional wetlands on-site and no listed species on-site.

There is a small area of wetlands onsite in the Northwest quadrant. Any wetlands permitting required will be applied for by Cypress Environmental Services, Inc.

An Arborist consultant will be utilized to assist in the preservation of significant trees during construction of the roadways and utility lines.

Attached are the boundary topographic and tree survey and the preliminary site development plan for your review.

Panhandle Engineering, Inc.



James M. Southall, PE
Senior Project Manager



**BAY COUNTY COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING AND ZONING DIVISION
840 West 11th Street, Room 2350
Panama City, Florida 32401
(850) 248-8250 FAX (850) 248-8267
e-mail: planning@baycountyfl.gov**

**Application for a Variance,
Conditional Use Permit, or
Planned Unit Development**

(Please type or print clearly)

RECEIVED

File No.: PZ16-171
(To be completed by Staff)

Date Received: DEC 28 2016
(To be completed by Staff)

Applicant Information (Owner or authorized agent)

BAY COUNTY
PLANNING AND ZONING

Owners name:	George E. Wilson	Authorized agent:	James M. Southall, P.E.
Mailing address:	206 Asphodel Drive Dothan, AL 36303	Mailing address:	3005 S. Highway 77 Lynn Haven, FL 32444
E-mail:	gew2633@aol.com	E-mail:	jms@panhandleengineering.com
Telephone:		Telephone:	(850) 763-5200
FAX:		FAX:	(850) 769-0730

Attach a letter from the property owner granting authorization if an agent is submitting the application.

Site Information

Address/location of proposed project (if available):	4600 Magnolia Beach Road Panama City Beach, FL 32408
Property ID number:	31232-000-000
Property size (acres / square feet):	20.38 Ac./887,732 SF
Future Land Use Map designation:	Residential

A legal description must be attached in order for the application to be considered complete. Please include survey if available. Provide an 8.5 X 11 copy.

A copy of a signed deed or other instrument documenting legal interest in the property to be amended must be attached for the application to be considered complete. Provide an 8.5 X 11 copy.

Two aerial photographs obtained from the Bay County Property Appraisers Office which identifies the subject property and all property within a 500 foot radius of the subject property must be attached to this amendment application. Provide an 8.5 X 11 copy.

Review Fees

1. Variance	\$1,210
2. Conditional Use Permit	\$1,210
3. Change or Amend CUP	\$ 700
4. Planned Unit Development	\$1,210
5. Amendment to PUD (Req. BOCC Approve)	\$ 700
6. Administrative Amendment PUD	\$ 200

A) Site Information

Current property use	Single Residence
FIRM Zone & Panel No.	AE8 & X / 120004 Panel 0336 H
Wetlands	0.49 Ac. (See Survey)
Aquifer recharge	N/A
Coastal Area	Yes
Wildlife habitat	See Environmental Assessment
Surrounding land uses	North: N/A
	South: Residential
	East: Residential
	West: Residential

B) Utilities

Source of water	City of Panama City Beach
Sewage disposal	City of Panama City Beach
Electricity provider	Gulf Power

C) Project Information

For Variance request please submit pages 1 – 3 and page 7 of the application.

For Conditional Use Permit (CUP) request please submit pages 1 – 2, pages 4 – 5 and page 7 of the application.

For Planned Unit Development (PUD) request please submit pages 1 – 2 and pages 6 – 7 of the application.

D) Attach one copy of the deed to the property, a site plan of the property and a vicinity map.

Please be advised that your property may be subject to private covenants and restrictions which, under Policy 8.5.2 of the Bay County Comprehensive Plan, are encouraged and supported by the Bay County Board of County Commissioners provided such restrictions do not conflict with the Plan.

**BAY COUNTY PLANNING AND ZONING DIVISION
SUBMITTAL REQUIREMENTS FOR A
PLANNED UNIT DEVELOPMENT**

Section 1104.1. of the Bay County Land Development Regulations requires all applicants seeking approval of a Planned Unit Development (PUD) to request in writing a pre-application conference with the Planning Official. This request should include a brief description of the proposed PUD including size, location, description of uses, density, intensity, and a listing of any deviations from the bulk standards.

For the final PUD application, provide a detailed description of all proposed uses, the development phasing schedule, residential area and density, commercial area and intensity, area and type of lands dedicated for public purposes, road construction, utility installation, and areas intended to remain as open space or resource preservation.

1. General Information:

- An accurate legal description of the entire area under immediate development within the planned development.
- Future Land Use Map designation and zoning district boundaries.

2. Building Information:

- A Master Plan of the entire development area; including total number of residential units and unit types, total number of non-residential units, and total square footage for each type of development;
- A development phasing schedule including sequence for each phase, approximate size of the area in each phase, and proposed phasing of construction of public recreation and common open spaces, and specified location of buildings; and
- Total land area, and approximate location and amount of open space included in each area.

3. Site Information:

- Approximate location of proposed and existing streets and pedestrian and bicycle routes, including points of ingress and egress; and
- Other documentation reasonably necessary to permit satisfactory review under the requirements of this Code and other applicable county ordinances.

E) Certification and Authorization

- (1) By my signature, I certify that the information contained in this application is true and correct, and understand that deliberate misrepresentation of such information will be grounds for denial and reversal of this application and or revocation of any approval based on this application.
- (2) I authorize County staff to enter upon my property at any reasonable time for the purpose of site inspection.
- (3) I authorize the placement of a public notice sign on my property at a location to be determined by County staff.
- (4) I James M. Southall, P.E. (for George E. Wilson) (print name) as the property owner or authorized property owner representative have read and understand the attached information concerning this application.

James M. Southall, P.E. (for George E. Wilson)

Applicant name (type or print)


Applicant signature

Authorized Agent

Title and company (if applicable)

12/28/2016

Date

December 9, 2016

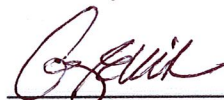
Panhandle Engineering, Inc.
3005 South Highway 77
Lynn Haven, Florida 32444

RE: Letter of Authorization
Proposed Professional Site Engineering Services
21 Acre Subdivision at Magnolia Beach
Bay County, Florida
PE File No. 13619

Gentlemen:

As owner of said parcel, please let this letter serve as authorization for authorized employees of **Panhandle Engineering, Inc. (PE)** to submit regulatory applications on our behalf regarding the above referenced project.

Sincerely,



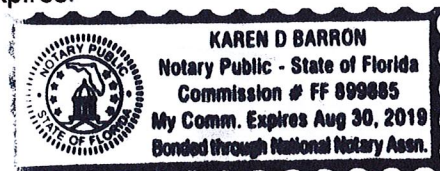
Signature


Name: George E. Wilson

STATE OF FL
COUNTY OF Bay

Sworn to and subscribed before me this 21 day of December, 2016
George Wilson, personally appeared before me, (who is personally known to me) (whose identity was proved on the basis of _____), to be the signer of the above statement, and (he/she) acknowledged that (he/she) signed the foregoing instrument, and acknowledged that (he/she) executed the same as (his/her) free act and deed to grant authorization to *Panhandle Engineering, Inc. (PE)* for said purposes.

My commission expires:





Notary Public
Karen D Barron
Printed Name

Jimmy Southall

From: Cypress Environmental <cypressenvironmental@knology.net>
Sent: Friday, December 09, 2016 12:00 PM
To: Jimmy Southall
Cc: Jim Slonina
Subject: RE: PE No. 13619-Canopys SD

There are jurisdictional wetlands onsite. No listed species have been observed or documented onsite.

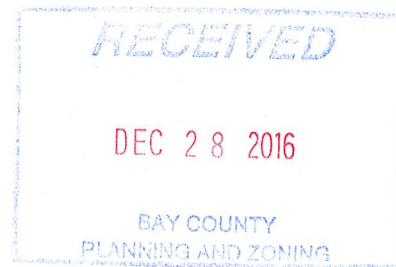
Bethany

Bethany Womack
Cypress Environmental of Bay County, LLC

Mailing Address: P.O. Box 16062
Panama City, FL 32406

Physical Address: 2402 Lisenby Avenue
Panama City, FL 32405

Ph: 850-481-6824
Cell: 850-624-4449



FOR SCALE VERIFICATION AFTER DUPLICATION, THIS LINE SHOULD BE 1" LONG



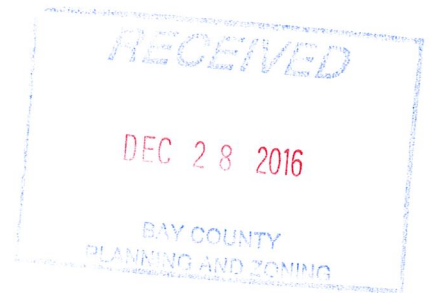
Date: Dec 02, 2016, 11:02am ID: ref File: P:\13619 21 Acre Waterfront Residential\1 Civil\3D\Drawings\13619-E1.dwg

PRELIMINARY SALES MAP EXHIBIT
CANOPY PLACE SUBDIVISION
AT MAGNOLIA BEACH ROAD
BAY COUNTY, FLORIDA

PANHANDLE ENGINEERING, INC.
ENVIRONMENTAL ENGINEERS • CIVIL ENGINEERS • LAND PLANNERS
3005 South Highway 77 Lynn Haven, Florida 32444
(850)763-5200 Fax (850)768-0730 pe@panhandleengineering.com

CAD FILE: 13619-E1.dwg
DWN BY: REF
DATE: 2016 NOVEMBER
SHEET NO of 1 of ###
PROJECT NUMBER
13619

DEC 8 2016
BAY COUNTY
PLANNING AND ZONING



MAP OF SURVEY

DESCRIPTION OF PARCEL:

BEGINNING AT A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF FLORIDA STATE ROAD No. S-392-B, 1381.6 FEET EAST OF THE INTERSECTION OF SAID NORTHERLY RIGHT OF WAY LINE OF FLORIDA STATE ROAD No. S-392-B, AND THE WEST BOUNDARY LINE OF U.S. GOVERNMENT ORIGINAL LOT 8, SECTION 10, TOWNSHIP 4 SOUTH, RANGE 15 WEST; THENCE EASTERLY ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID FLORIDA STATE ROAD No. S-392-B, A DISTANCE OF 690.8 FEET, MORE OR LESS, MEASURED ALONG THE ARC OF THE CURVE OF SAID NORTHERLY RIGHT OF WAY LINE TO THE WESTERLY BOUNDARY LINE OF LAND OWNED BY COUNTY BROADCASTING CO., INC.; THENCE NORTH $00^{\circ}21'$ WEST, 1371 FEET, MORE OR LESS, TO THE WATER'S EDGE OF ST. ANDREWS BAY; THENCE WESTERLY ALONG THE WATER'S EDGE OF ST. ANDREWS BAY TO THE INTERSECTION WITH A LINE RUNNING NORTH $00^{\circ}21'$ WEST FROM THE POINT OF BEGINNING; THENCE SOUTH $00^{\circ}21'$ EAST TO THE POINT OF BEGINNING; BEING A PART OF THE U.S. GOVERNMENT ORIGINAL LOTS 10 AND 7, SECTION 10, TOWNSHIP 4 SOUTH, RANGE 15 WEST, AND PART OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 15 WEST; AND BEING THE LANDS HEREIN DESCRIBED ON A PLAT PREPARED BY R.W. BURDICK, LICENSED ENGINEER, CERTIFICATE No. 596, AND DATED APRIL 13, 1962.

LESS AND EXCEPT ANY PORTION OF THE FOLLOWING DESCRIBED PARCEL LYING WITHIN THE ABOVE DESCRIBED PARCEL:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 10, TOWNSHIP 4 SOUTH, RANGE 15 WEST AND RUN WEST ALONG THE NORTH LINE OF SAID SECTION 10, 450 FEET TO THE POINT OF BEGINNING; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID SECTION 10, 211 FEET; THENCE WEST 100 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID SECTION 10, 241 FEET, MORE OR LESS, TO THE WATER'S EDGE OF ST. ANDREWS BAY; THENCE EASTERLY ALONG THE WATER'S EDGE OF ST. ANDREWS BAY, 100 FEET, MORE OR LESS, TO A POINT ON A LINE THAT BEARS NORTH FROM THE POINT OF BEGINNING; THENCE SOUTH 38 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

SURVEY FOR:
 PANHANDLE ENGINEERING
 County Wide Surveying, Inc.
 126 MO. 8628
 767 BRICK AVENUE, SUITE 100 PANHANDLE CITY, LA 70404
 PHONE NO. (504) 780-0345 FAX NO. (504) 780-0766

TYPE OF SURVEY: BOUNDARY SCALE: AS SHOWN
 SOURCE OF INFORMATION: DESCRIPTION FURNISHED BY CLIENT
 SURVEYING REFERENCE: BOUND OF HOOVER'S ALONG THE S. PROPERTY LINE
 ELEVATION REFERENCE: SEAS (MSL) BRICK MARK NO. 526 DATED 1897, ELEV. = 17.47
 JOB NO. 18-383 F.A. 814 PAGE 32-31 CONTAINS 102 SHEETS NO. 73

1. ABOVE GROUND STRUCTURES, Etc., ARE SHOWN ON THIS SHEET.
2. ALL TRAFFIC STRIPING TO BE THERMOPLASTIC PER STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION SEC 711. (WAIT MINIMUM OF 30 DAYS AFTER ASPHALT CONCRETE PLACEMENT TO PLACE THERMOPLASTIC THERMOPLASTIC STRIPING. MARKING SHALL BE PAINTED STOP BAR ONLY.)
3. ALL DISTURB AREA GRASSED, HYDROSEED \bullet 4:1 & FLATTER SOD \bullet STEEPER THAN 4:1 ALL SOD TO BE STAGGERED & PINNED.
4. PLACE DOUBLE 16" OR SINGLE ROLL 30" STRIP OF SOD AT EDGE OF DRIVE.
5. NO LAINE CLOSURES BETWEEN THE HOURS OF 6am and 3pm TO 6pm.
6. CONTRACTOR TO FIELD VERIFY ALL UTILITIES ABOVE OR BELOW GROUND AND NOTIFY ALL UTILITY COMPANIES 2 DAYS PRIOR TO CONSTRUCTION.
7. FOR MAINTENANCE OF TRAFFIC CONTROL THROUGH WORK ZONES REFER TO FDOT INDEX 612 & 613 AS APPLICABLE.
8. ALL DEGRADED MATERIALS (I.E., SIGNS, CONCRETE, ASPHALT, ETC...) TO BE REMOVED AND DISPOSED OF IN LEGAL MANNER.
9. TESTING REQUIREMENTS SHALL BE IN ACCORDANCE WITH CITY, COUNTY OR FDOT. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE AND SCHEDULE ALL TESTS.
10. LOW VOLUME TRAFFIC DISTANCE, MARKING AND SIGNAGE PER FDOT INDEX 546.
11. ALL SIGN TO BE INSTALLED PER FEDERAL HIGHWAY ADMINISTRATION MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND TO BE MOUNTED TO GALVANIZED PIPE.

ZONING BULK REGULATIONS (URBAN AREAS)

YARD SETBACKS
FRONT ~ 20'
SIDE ~ 5'
REAR ~ 10'

IMPERVIOUS SURFACE RATIO
60%

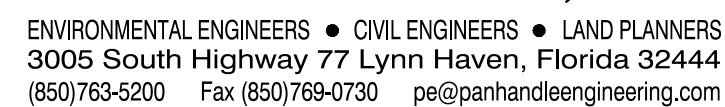
STREET 01 (XXXXXXXX)
STREET 02 (XXXXXXXX)

1. SEE SHEET 3 FOR BASE FLOOD ELEVATIONS (EL. XX.0) AND CONTOUR INFORMATION.
2. ALL STREETS, STORM WATER & UTILITY EASEMENTS TO BE PRIVATELY MAINTAINED BY HOA.
3. BURN PERMIT REQUIRED.

SCALE: AS NOTED

REVIEWED BY: JMS

1330L DATE: FEBRUARY 201



SITE LAYOUT PLAN
CANOPY PLACE SUBDIVISION
AT MAGNOLIA BEACH ROAD
BAY COUNTY, FLORIDA

PROJECT NUMBER

13619



**BAY COUNTY BOARD OF COUNTY COMMISSIONERS
COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING AND ZONING DIVISION
840 W. 11th Street, Room 2350 - Panama City FL 32401
Phone: 850-248-8250 - Fax: 850-248-8267
E-mail: planning@baycountyfl.gov**

**PLANNED UNIT DEVELOPMENT NO. PZ 16-171
DRAFT CONDITIONS OF APPROVAL**

Canopy Place Planned Unit Development

In accordance with Chapter 11 of the Bay County Land Development Regulations, the Bay County Board of County Commissioners hereby approves a Preliminary Planned Unit Development for 20.37 acres (allowing no more than 23 Residential lots and/or units) located at 4600 Magnolia Drive, in the unincorporated beaches area.

1. Prior to any site development, as defined by Section 380.04 of the Florida Statutes, including land clearing, submit an application along with the required processing fee and obtain a Development Order in accordance with Chapters 17 and 18 of the Bay County Land Development Regulations.
2. All plans for development and final plans for a Development Order to exercise this approval shall be in substantial compliance with the Planned Unit Development Proposal in the application prepared by the applicant and dated January 23, 2017, as amended by these conditions, and on file with the County.
3. Any changes to the final development plan that deviate from the Planned Unit Development Proposal the application shall be reviewed in accordance with Chapter 11 of the Land Development Regulations.
4. The Board of County Commissioners approves plats in accordance with the procedures set forth in Chapter 29 of the Land Development Regulations and plats shall be recorded with the Clerk of the Circuit of the Court prior to the sale or transfer of any lot.
5. All interior roads shall provide for access and turning movements of single unit trucks such as delivery and trash collection vehicles. Hammerhead, T-turnarounds and cul-de-sacs shall be designed in accordance with AASHTO standards.
6. Besides the proposed deviations in the attached Planned Unit Development Proposal prepared by the applicant and dated January 23, all final engineered improvement plans shall comply with the requirements of the Public Works Department.
7. For information purposes, any subdivision in an undetermined A zone that is 5 acres or 50 lots requires a flood study to determine Base Flood Elevation. The County will require the delineation of flood hazard areas, floodway boundaries and flood zones, and design flood elevations on all preliminary and final plats.

8. Final improvement plans shall comply with the stormwater requirements of the Land Development Regulations; however, flood attenuation is not required for those portions of the development that directly discharge into the Gulf, Bay, estuaries, or those wetlands directly connected to these waterbodies.
9. All undeveloped wetlands shall be placed in a conservation easement for preservation in perpetuity. Development within the conservation easement is prohibited with the exception of passive recreational uses as determined and approved by the Planning Official.
10. The location of any proposed lift station will meet the standards in Section 2709.12 of the Bay County Land Development Regulations.
11. As detailed in the PUD summary, an arborist will be retained during the development order process to assist with tree preservation.
12. All development will comply with the requirements of Section 1003.9 of the Bay County Land Development Regulations detailing the Naval Support Activity Panama City (NSA-PC) Military Influence Overlay District. This includes the notification of the appropriate NSA-PC representative for review for any proposed development, docks, piers, boat slips, boat launches, and marinas.
13. No docks, piers, or boathouses shall extend more than 400 feet over the water. This allows for a sufficient buffer for an existing NSA-PC training area.
14. This approval shall expire and be null and void unless a Final Development Plan for a Development Order is submitted within six (6) months of the approval date. Submittal of the first Development Order for this project shall include a detailed phasing plan for the entire property.

APPROVED THIS 4th DAY OF April 2017.

BOARD OF COUNTY COMMISSIONERS
OF BAY COUNTY FLORIDA

William T. Dozier, Chairman

ATTEST:

Bill Kinsaul, Clerk

Approved as to correctness of form:

Office of the County Attorney



Bay County Board of County Commissioners Agenda Item Summary

PZ 17-008 Amendments to LDRs regarding Medical Cannabis Activities - Second Reading

DEPARTMENT MAKING REQUEST/NAME:

Community Development - Ian Crelling, Planning Manager

MEETING DATE: 4/4/2017

REQUESTED MOTION/ACTION:

Board to conduct a second legislative public hearing to consider a proposal to amend Chapters 6 and 13 of the Bay County Land Development Regulations to provide rules and regulations regarding Medical Cannabis Activities.

AGENDA

Community Development - Public Hearing

BUDGETED ITEM? N/A

BUDGET ACTION:

None needed.

FINANCIAL IMPACT SUMMARY STATEMENT:

N/A

BACKGROUND:

In 2014, the Florida Legislature enacted the Compassionate Medical Cannabis Act, codified at Section 381.986, Florida Statutes (the "Compassionate Use Act"), which legalized the cultivation, processing, and dispensing of "Low-THC Cannabis," as defined by Section 381.986(1)(e), Florida Statutes, by a licensed dispensing organization for "Qualified Patients," as defined by Section 381.986(1)(h). The existing State legislation directs that the criteria for the number and location of, and other permitting requirements that do not conflict with state law or department rule for, dispensing facilities of cannabis businesses may be determined by local ordinance.

During the 2016 General Election, Florida voters approved an amendment to the Florida Constitution to legalize the cultivation, production, and dispensing of medical cannabis for a broader population of eligible patients. It is anticipated that Florida legislation relating to the cultivation, production, and dispensing of cannabis products will change in 2017 due to the Constitutional Amendment – raising substantial questions about whether cannabis-related land uses, as a category of commercial use, may have deleterious and negative secondary effects on surrounding land uses and communities.

In December of 2016, Bay County placed a temporary moratorium on Medical Cannabis Activities, for a period of 240 days, or less if provided by an ordinance, to enable the County to determine the best way to regulate Medical Cannabis Activities for the benefit of the public health, safety, and welfare and to promulgate reasonable regulations relating to such activities.

County staff reviewed other proposed ordinances around the state and propose allowing Cannabis Dispensing Facilities as a conditional use in all five of the Commercial zones listed in

the Bay County Land Development Regulations. Staff is also proposing an amendment detailing the rules and regulations concerning Cannabis Dispensing Facilities in Chapter 13 “Special Uses” under Section 1306. The proposed Section 1306 outlines definitions and rules and regulations concerning the facilities. The regulations stipulate a 500 foot property separation from existing houses of worship, publicly-owned parks, State-licensed child care facilities, public or private schools, other Cannabis Dispensing Facilities, any area designated “Residential” on the Bay County Comprehensive Plan Future Land Use Map, and any residentially zoned property on the Bay County Zoning Map. The facilities will be required to have all applicable state licenses and approvals and are subject to a conditional use public hearing before the Bay County Planning Commission. The regulations address hours of operation and also prohibit drive-thru facilities, on site alcohol sales, on site consumption, and loitering.

On February 16, 2017, the Bay County Planning Commission conducted a public hearing and found the amendments consistent with the Comprehensive Plan and Land Development Regulations and voted unanimously to forward a recommendation to the Board of County Commissioners to approve the amendments. On March 21, the Board of County Commissioners held an initial public hearing to take public comment and schedule a second public hearing for possible adoption on April 4, 2017.

Attached for your review are the proposed amendments to Chapter 6 and Chapter 13 of the Bay County Land Development Regulations (**Exhibit 1**). The new language appears in underline.

Staff recommends the Commission:

1. Conduct a legislative public hearing, and
2. Approve the attached ordinance (**Exhibit 2**).

This item has been noticed as a public hearing in accordance with Section 206 of the Land Development Regulations.

ATTACHMENTS:

Description	Type
Exhibit 1 DRAFT LDR Proposed Medical Cannabis Changes	Exhibit
Exhibit 2 Proposed Ordinance	Ordinance

SECTION 601. Purpose. To provide areas for the continuation, expansion, and creation of business enterprise; and to promote compatibility between commercial uses, residential uses and other uses.

SECTION 602. Commercial Zones. The following zones are hereby established as commercial zones: C-1, Neighborhood Commercial, C-2, Plaza Commercial, C-3 General Commercial, C-3A General Commercial Low, and MLU, Mixed Land Use.

SECTION 603. C-1 Neighborhood Commercial. The C-1 zone is intended to provide areas for low-intensity commercial uses that primarily offer goods and services to nearby or surrounding residential areas. All C-1 uses must be located on a collector or arterial roadway unless specifically included in an overall plan of development.

1. **Allowable Uses.** The following uses are allowed in C-1 zones. All other uses are conditional or prohibited.
 - a. Within the Beaches Area Special Treatment Zone only as identified on Map 3.2 of the Bay County Comprehensive Plan, all allowable R-1, R-2, R-3, R-4, R-5 and R-5A uses. Commercial uses adjacent to residential uses are not required to meet buffer requirements.
 - b. Retail centers less than 30,000 square feet in building area.
 - c. Convenience stores.
 - d. Gasoline service stations.
 - e. Food service establishments including accessory on-premise consumption of alcoholic beverage.
 - f. Drug stores/Pharmacy.
 - g. Laundromats/Dry Cleaners (pick up and delivery).
 - h. Day care centers.
 - i. Florist/Flower shops.
 - j. Novelty/Clothing shops.
 - k. Auto parts stores.
 - l. Package stores without consumption on premises.

- m. Other appropriate uses. These shall be determined on a case-by-case in consideration of the following criteria: hours of operation; traffic; noise; lighting; odor, and potential nuisance to residential areas.
 - n. Public Lodging Establishments (Only Bed and Breakfasts and Resort Dwellings) as defined in Chapter 509 F.S.
 - o. Section 52: Finance and Insurance.
 - p. Subsection 445: Food & Beverage stores except liquor stores.
2. **Conditional Uses.** The following uses may be allowed in C-1 zones subject to the conditions specified herein, or any other conditions that might be imposed as may be necessary to maintain the integrity of the zone.
- a. Communications Towers.
 - b. Cannabis Dispensing Facility as defined and regulated in Section 1306 of this Code.
3. **Prohibited Activities.** The following activities are prohibited in C-1 zones.
- a. Outdoor amplified or similar performances intended for entertainment purposes between the hours of 10:00 p.m. and 6:59 a.m..
 - b. Rental of two- and three-wheeled motorized scooters. (Amended. Ord No. 15-36, 08-04-15.)

SECTION 604. C-2 Plaza Commercial. C-2 uses should be located on a collector or arterial roadway or at intersections of collector and arterial roadways unless specifically included in an overall plan of development.

1. **Allowable Uses.** The following uses are allowed in C-2 zones. All other uses are conditional or prohibited.
- a. All allowable C-1 uses.
 - b. Retail centers less than 50,000 square feet in building area.
 - c. Off Premise Signs.
 - d. Allowable commercial uses in C-2 zones are based upon business classifications described in the North American

Industry Classification System, U.S. Office of Management and Budget, latest edition, as follows:

- i. Subsection 446: Health & Personal Care Stores
 - ii. Subsection 448: Clothing and Clothing Accessory Stores
 - iii. Section 51: Information
 - iv. Section 53: Real Estate and Rental and Leasing
 - v. Section 54: Professional, Scientific and Technical Services
 - vi. Subsection 621: Ambulatory and Health Care Services
 - vii. Section 72: Accommodations and Food Services (includes hotels, motels, and drinking places)
 - e. Mini-Warehouses
2. **Conditional Uses.** The following uses may be allowed in C-2 zones subject to the conditions specified herein, or any other conditions that might be imposed as may be necessary to maintain the integrity of the zone.
- a. Communications Towers.
 - b. Cannabis Dispensing Facility as defined and regulated in Section 1306 of this Code.
3. **Prohibited Uses.** The following uses are prohibited in C-2 zones.
- a. Rental of two- and three-wheeled motorized scooters. (Amended. Ord No. 15-36, 08-04-15.)

SECTION 605. C-3 General Commercial Zones. C-3 uses should be located on a collector or arterial roadway or at intersections of collector and arterial roadways unless specifically included in an overall plan of development.

1. **Allowable Uses.** The following uses are allowed in C-3 zones, all others are conditional or prohibited.
- a. All allowable C-1 and C-2 uses.

- b. Allowable commercial uses in C-3 zones are based upon business classifications described in the North American Industry Classification System, U.S. Office of Management and Budget, latest edition, as follows:
 - i. Sector 44-45: Retail Trade.
 - ii. Sector 48-49: Transportation and Warehousing, except subsector 493, Warehousing.
 - iii. Sector 55: Management of Companies and Enterprise.
 - iv. Sector 56: Administrative and Support and Waste Management.
 - v. Sector 61: Educational Services.
 - vi. Sector 62: Health Care and Social Assistance.
 - vii. Sector 71: Arts, Entertainment, and Recreation.
 - viii. Sector 72: Accommodation and Food Services.
 - ix. Sector 81: Other Services.
 - x. Sector 92: Public Administration.
 - xi. Sector 23: Construction.
 - xii. Sector 31-33: Manufacturing - Industry Groups 3118 (Bakeries and Tortilla Manufacturing), 3121 (Beverage Manufacturing), 3231 (Printing and Related Support Activities), 3341 (Computer and Peripheral Equipment Manufacturing), 3351 (Electric Lighting Equipment Manufacturing), 3352 (Household Appliance Manufacturing), 3353 (Electrical Equipment Manufacturing), 33711 (Wood Kitchen Cabinet and Countertop Manufacturing), 33995 (Sign Manufacturing).
 - xiii. Sector 42: Wholesale Trade - All industry groups EXCEPT 4215 (Metal and Mineral Wholesalers), 42184 (Industrial Supplies Wholesalers), 4225 (Farm Product Raw Material Wholesalers), 4226 (Chemical and Allied Products Wholesalers).

- xiv. Sector 49: Warehousing and Storage, except 493190, Other Warehousing and Storage.
- xv. Commerce Parks.
- xvi. Mobile home or recreational vehicle parks as required by Chapters 21 and 22.

2. Conditional Uses. The following uses may be allowed in C-3 zones subject to the conditions specified herein, or any other conditions that might be imposed as may be necessary to maintain the integrity of the zone.

- a. Research Development and light manufacturing in a cybergenic relationship with military installations.
- b. Prototyping, pre-production, and model making of electronic or electro-mechanical systems, components, or test tools.
- c. Limited fabrication and testing of electronic or electro-mechanical systems, components, or test tools.
- d. Laboratory facilities to support conduct of analyses or testing of electronic or electro-mechanical systems, components, and computer hardware and software.
- e. Light Industrial/Manufacturing – System, equipment, and component assembly, disassembly and integration; maintenance, preservation and testing; transportation and storage; and design and fabrication.
- f. Communications Towers.

g. Cannabis Dispensing Facility as defined and regulated in Section 1306 of this Code.

3. Prohibited Uses. The following uses are prohibited in C-3 zones.

- a. Rental of two- and three-wheeled motorized scooters. (Amended. Ord No. 15-36, 08-04-15.)

SECTION 606. C-3A General Commercial Low Zones. C-3A uses should be located on a collector or arterial roadway or at intersections of collector and arterial roadways unless specifically included in an overall plan of development.

1. **Allowable Uses.** The following uses are allowed in C-3A zones, all others are conditional or prohibited.
 - a. All allowable C-1 and C-2 uses.
 - b. Allowable commercial uses in C-3 zones are based upon business classifications described in the North American Industry Classification System, U.S. Office of Management and Budget, latest edition, as follows:
 - i. Sector 44-45: Retail Trade.
 - ii. Sector 48-49: Transportation and Warehousing, except subsector 493, Warehousing.
 - iii. Sector 55: Management of Companies and Enterprise.
 - iv. Sector 56: Administrative and Support and Waste Management.
 - v. Sector 61: Educational Services.
 - vi. Sector 62: Health Care and Social Assistance.
 - vii. Sector 71: Arts, Entertainment, and Recreation.
 - viii. Sector 72: Accommodation and Food Services.
 - ix. Sector 81: Other Services.
 - x. Sector 92: Public Administration.
 - xi. Sector 23: Construction.
 - xii. Sector 31-33: Manufacturing - Industry Groups 3118 (Bakeries and Tortilla Manufacturing), 3121 (Beverage Manufacturing), 3231 (Printing and Related Support Activities), 3341 (Computer and Peripheral Equipment Manufacturing), 3351 (Electric Lighting Equipment Manufacturing), 3352 (Household Appliance Manufacturing), 3353 (Electrical Equipment Manufacturing), 33711 (Wood Kitchen Cabinet and Countertop Manufacturing), 33995 (Sign Manufacturing).

- xiii. Sector 42: Wholesale Trade - All industry groups EXCEPT 4215 (Metal and Mineral Wholesalers), 42184 (Industrial Supplies Wholesalers), 4225 (Farm Product Raw Material Wholesalers), 4226 (Chemical and Allied Products Wholesalers).
- xiv. Sector 49: Warehousing and Storage, except 493190, Other Warehousing and Storage.
- xv. Commerce Parks.
- xvi. Mobile home or recreational vehicle parks as required by Chapters 21 and 22.

2. Conditional Uses. The following uses may be allowed in C-3A zones subject to the conditions specified herein, or any other conditions that might be imposed as may be necessary to maintain the integrity of the zone.

- a. Research Development and light manufacturing in a cybergenic relationship with military installations.
- b. Prototyping, pre-production, and model making of electronic or electro-mechanical systems, components, or test tools.
- c. Limited fabrication and testing of electronic or electro-mechanical systems, components, or test tools.
- d. Laboratory facilities to support conduct of analyses or testing of electronic or electro-mechanical systems, components, and computer hardware and software.
- e. Light Industrial/Manufacturing – System, equipment, and component assembly, disassembly and integration; maintenance, preservation and testing; transportation and storage; and design and fabrication.
- f. Communications Towers.

g. Cannabis Dispensing Facility as defined and regulated in Section 1306 of this Code.

3. Prohibited Uses. The following uses are prohibited in C-3A zones.

- a. Rental of two- and three-wheeled motorized scooters. (Amended. Ord No. 15-36, 08-04-15.)

SECTION 607. C-4 Research and Design Zones. Research and Design is defined as testing research, analysis, product development, light assembly of components and related office, warehousing/distribution. These type uses will occur within a building that typically resembles an office structure. The Research and Design Zone is intended to be a bridge classification between Commercial and Industrial Zones, and is primarily intended for defense contractor and related activities.

1. **Allowable Uses.** The following uses are allowed in C-4 zones, all others are conditional or prohibited.
 - a. All allowable C-1, C-2, and C-3 uses.
 - b. Allowable commercial uses in C-4 zones are based upon business classifications described in the North American Industry Classification System, U.S. Office of Management and Budget, latest edition, as follows:
 - i. Sector 541380: Testing Laboratories.
 - ii. Sector 541710: Research and Development Services
 - iii. Sector 551110: Corporate Offices.
 - iv. Sector 611710: Engineering Services.
 - v. Sector 334511: Search, Detection, Navigation, Guidance, Aeronautical and Nautical System and Instrument Manufacturing.
2. **Conditional Uses.** The following uses may be allowed in C-4 zones subject to the conditions specified herein, or any other conditions that might be imposed as may be necessary to maintain the integrity of the zone.
 - a. Cannabis Dispensing Facility as defined and regulated in Section 1306 of this Code.
3. **Prohibited Uses.** The following uses are prohibited in C-4 zones.
 - a. Rental of two- and three-wheeled motorized scooters. (Amended. Ord No. 15-36, 08-04-15.)

SECTION 608. MLU Mixed Land Use Zones. Mixed Land Use is defined as providing for areas for lower intensity commercial uses compatible with adjacent or surrounding residential uses by using maximum design flexibility. Mixed Land Use developments will provide for the location of residential and non-

residential uses within close proximity to each other to facilitate non-motorized travel between uses.

1. **Allowable Uses.** The following uses are allowed in MLU zones, all others are conditional or prohibited.
 - a. All allowable C-1 and C-2 uses except gasoline service stations, off-premise signs, and mini-warehouses.
 - b. All allowable, conditional, and accessory uses or structures of R-1, R-2, R-3, and R-5A.
 - c. All allowable P/I uses.
 - d. Home Occupations in accordance with Section 1302 of this Code, except the home occupation may occupy up to fifty (50) percent of the floor area of the dwelling and is not limited to family members residing on the premises.
2. **Conditional Uses.** The following uses may be allowed in MLU zones subject to the conditions specified herein, or any other conditions that might be imposed as may be necessary to maintain the integrity of the zone.
 - a. Communications Towers.
3. **Prohibited Activities.** The following activities are prohibited in MLU zones.
 - a. Outdoor amplified or similar performances intended for entertainment purposes between the hours of 10:00 p.m. and 6:59 a.m.
4. **Desired Mix of Land Uses.** The following types and amount of uses within the MLU zones is a guideline to ensure the intended mix of development and does not limit or expand the types of allowable or permitted uses. The land uses to do not have to develop at the same time, nor is one land use a prerequisite to another land use. This required mix of uses applies to the parent parcel of land. Development of sites over 20 acres shall be required to submit a Planned Unit Development (PUD) pursuant to Chapter 11 of these Regulations and include a minimum of two uses including civic/open space. Changes to any approved PUDs will be processed according to Section 1105.

<i>Land Use</i>	<i>Minimum Land Area</i>	<i>Maximum Land Area</i>
Residential Uses ¹	25%	45%

C-1 and C-2 Uses	25%	60%
Open Space/Civic Uses ²	10%	No Maximum

¹ Residential development over commercial or office uses shall be considered part of the commercial or office use.

² Includes parks, playgrounds, plazas, dedicated or deed restricted open space and conservation land, community centers, recreation centers, clubhouses, schools, libraries, religious institutions, performing arts centers, and government buildings (except utilities).

5. **Rezoning.** Each application requesting a change to the MLU zone shall be accompanied by a conceptual master plan, drawn to scale, that depicts the location and percentages of the various land uses, linkages and circulation, and demonstrates functional integration of the land uses.
6. **Required Landscaping in MLU Zones.** The following landscaping standards apply to the MLU zones and supersede Sections 2804.1, 2804.2, and 2804.3 of this Code. These apply to the development at the development order stage.
 - a. At a minimum, general landscaping requirements shall be no less than ten (10) percent of the development site. This may include any required buffer and interior planting requirements.
 - b. Natural vegetation shall be preserved or reestablished when possible. Existing native trees and vegetation may be deemed to satisfy the landscape requirements of this section, in total or in part, when such vegetation meets the requirements of Table 28.2. Existing native trees and vegetation from areas of the site to be developed may be relocated to the buffer area.
 - c. Trees and plants shall have non-invasive growth habits, and be planted in soil and conditions that are appropriate for their growth habits.
 - d. Retention ponds may not be considered as part of the required landscaping area, but may be considered as part of any open space requirement.
 - e. Pursuant to § 373.185(3), F.S., (2002), no deed restriction or covenant entered after October 1, 2001 may not prohibit any property owner from implementing xeriscape or Florida-friendly landscape on his or her land.

- f. Turf areas shall be identified on the landscape plan and cannot constitute more than thirty (30) percent of the landscape area requirement.
- g. Off-street parking areas shall be landscaped in accordance with Section 2804.4 of this Code.
- h. The entire perimeter of the development site shall be landscape buffered in accordance with Option B in Table 28.1 of this Code.

7. Development Standards. The following additional development standards shall apply in the MLU zoning category.

- a. Provide for the location of residential and non-residential uses within close proximity to each other to facilitate non-motorized travel between uses.
- b. Provide for sustainable development and environmentally responsible design.
- c. Provide for interconnections between uses and community parks, and open space.
- d. Provide for a range of housing types for all ages, incomes, and lifestyles.
- e. Provide for centralized utilities in a planned, coordinated and efficient manner.
- f. Provide for an integrated network of local streets, pedestrian paths, and bicycle and equestrian trails, except where prohibited by existing physical features.
- g. Ensure that private residential driveway access to all collector roads will be prohibited by promoting access to frontage roads, intersecting common streets, and roadways.
- h. Provide for vehicular interconnectivity between abutting PUDs.
- i. Provide for access management on arterials that reduce automobile trip length.
- j. Provide for water conservation best management practices, which may include, but is not limited to, xeriscaping, water re-use and water conserving fixtures in public areas.

- k. Provide for achievement of the Best Development Practices set forth in Objective 3.11 of the Comprehensive Plan.
- 8. **Conflict.** Where conflict exists between the design and regulatory standards of this Section and the Land Development Regulations, the Planning Official shall resolve the conflict in favor of the regulation which provides the most environmental benefit. (Amended. Ord. No. 13-17, 06-04-13.)

SECTION 609. Bulk Regulations. Standards and criteria for commercial zones are prescribed in Table 6.1.

**TABLE 6.1
COMMERCIAL ZONING BULK REGULATIONS**

Regulation	Zone					
	C-1	C-2	C-3	C-3A	C-4	MLU
	Neighborhood Commercial	Plaza Commercial	General Commercial	General Commercial Low	Research and Design	Mixed Land Use
Maximum Density	1	1	1	1	1	1
Minimum Lot Frontage (in feet)	75	70	100	100	100	25
Yard Setbacks (in feet)						
Front	25 ²	10	25	25	25 ²	10 ⁵ 15 ³
Side	5	10	3	3	10	5 ⁵ 15 ³
Side when adjacent to 'R' Zones	10	10	20	20	20	5 ⁵ 15 ³
Rear	20	10	20	20	20	10 ⁵ 15 ³
Maximum Building Height (in feet)	35	50	230	100	100	100
Impervious Surface Ratio						
Urban Area	60%	75%	75%	75%	80%	75%
Beaches STZ and Suburban Area	50%	60%	60%	60%	80%	75%
Rural Area⁴	30%	30%	50%	50%	80%	75%
Floor Area Ratio						
Urban Area	100%	200%	200%	200%	100%	200%
Beaches STZ and Suburban Area	50%	200%	200%	200%	60%	200%
Rural Area⁴	30%	30%	30%	30%	30%	30%
¹ Residential densities in commercial zones shall be as described in Chapter 4 for residential zones. ² Setback from front property line adjacent to arterial and collector. ³ Minimum yards on the perimeter of the overall development; no minimum required within the development to accommodate zero lot line designs. ⁴ Rural Communities, only. ⁵ Setback for single family homes.						

SECTION 1301. Purpose. The purpose of this Chapter is to identify certain land uses, which, by their character or nature, require special use regulations.

SECTION 1302. Home Occupation; Home Office of Convenience. Home occupations or home offices of convenience are allowed in AG-1, AG-2, CSVH, R-1, R-2, R-3, R-4 R-5 and R-5A residential zones subject to the following requirements in all service areas.

1. No person other than members of the family residing on the premises shall be engaged in the business activity.
2. The use of the dwelling shall be clearly incidental and subordinate to its use for residential purposes by its occupants, and shall under no circumstances change the residential character of the structure.
3. There shall be no change in the outside appearance of the building or premises, or other visible evidence of the conduct of business activity. Signs or any visible advertising is limited to two (2) square feet of sign face.
4. No home occupation or home office of convenience shall occupy more than twenty-five (25) percent of the first floor area of the dwelling.
5. No traffic shall be generated in greater volumes than would normally be expected in a residential neighborhood.
6. No equipment, tools, or process shall be used which creates interference to neighboring properties due to noise, vibration, glare, fumes, odors, or electrical interference. In the case of electrical interference, no equipment or process shall be used which creates visual or audible interference in any radio, telephone, or television receivers off the premises or causes fluctuations in line voltage off the premises.
7. Visible outdoor storage of materials associated with the business activity is prohibited.
8. A home occupation or home office of convenience shall be subject to all applicable County licensing requirements, fees, and other business taxes and shall be registered with the Planning and Zoning Division.

SECTION 1303. Nightclubs. The requirements of this Section shall apply to all nightclubs unless otherwise pre-empted by State Beverage Laws (Chapters 561-568, F.S.). The term “nightclub” means any premises devoted during any time of operation predominately or totally to serving alcoholic beverages, for

consumption on the licensed premises, in which the serving of food, if any, is merely incidental to the consumption of such beverage and the hours of operation routinely extend beyond 11:00 PM.

The requirements of this Section shall not apply to places with 1-APS, 2-APS, PS, or SRX licenses issued by the Florida Department of Business and Profession Regulation, Division of Alcoholic Beverages and Tobacco, or to places where the sale and serving of alcoholic beverages is accessory to a principal use (e.g. poolside bar, bowling alley, billiard hall, arcade, airport, golf course, etc.). All nightclubs shall comply with the following requirements.

1. Nightclubs are only allowed in C-3, General Commercial and SR-2, Seasonal/Resort Commercial zones.
2. No nightclub shall be located within one-thousand (1,000) feet of any area designated as "Residential" on any Comprehensive Plan - Future Land Use Map or R-1, R-2, R-3, R-4, R-5, or R-5A residential zones on the Official Zoning Map. The 1,000-foot distance shall be measured from the nightclub building side that is closest to the boundary of the nearest residential area.
3. Any nightclub for which a Liquor Consumption License (COP) had been issued before September 21, 2004, but which does not comply with the requirements of this Section may continue in business as a nonconforming nightclub subject to the nonconforming use provisions specified in Section 203 of this Code. (Amended, Ord. No. 13-23, 07-16-13.)

SECTION 1304. Adult Uses. (Reserved)

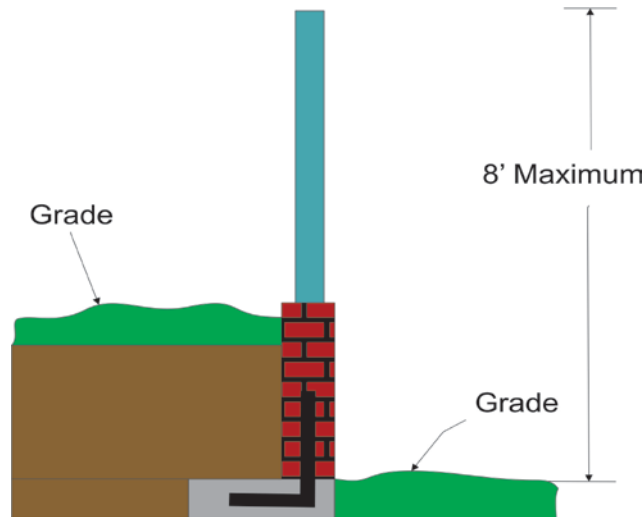
SECTION 1305. Fences, Hedges and Walls. All fences, walls and vegetative hedges located in the Urban or Suburban Service Areas shall comply with the following requirements.

1. All fences to be built shall comply with the Building Code in effect at the time of construction. The posts of each fence must be resistant to decay, corrosion, and termite infestation. The posts must also be decay resistant or pressure-treated for strength and endurance.
2. Fences, walls and hedges may be located in all front, side and rear yards. No fences, walls or hedges shall exceed four (4) feet in height when placed in the required front yard setback. Each fence located in the side and rear yards beyond the front yard setback shall not exceed eight (8) feet in height.

The height of a fence, wall or hedge, combination thereof, shall be measured from the lowest adjacent grade within three (3) feet on

either side of the fence. If a wall or wall/fence is built on top of a berm or retaining wall, the combined height of the fence and berm or retaining wall must not exceed the allowable fence height.

Fence Height Measurement Diagram



3. Notwithstanding the above, in areas where the property faces two (2) roadways or is located in any other area construed to be a corner lot, the vision triangle as set forth in Section 2613 of this Code, shall apply.
4. A fence required for safety and protection of hazard by another public agency may not be subject to the height limitations, above. Approval to exceed maximum height standards may be given by the Planning and Zoning Manager upon receipt of satisfactory evidence of the need to exceed height standards.
5. No fence or hedge shall be constructed or installed in such a manner as to interfere with drainage on the site.
6. No fence or hedge shall be constructed or installed in any public right-of-way. (Amended, Ord. No. 06-30, 05-16-06 and Ord. No. 12-03, 02-21-12.)

SECTION 1306. Cannabis Dispensing Facility. The purpose of the requirements and regulations of this Section is for the establishment and operation of cannabis dispensing facilities as provided for pursuant to Florida Statutes.

1. Definitions.

- a. Applicant means an individual or business entity desiring to operate a Cannabis Dispensing Facility in unincorporated Bay County, Florida.
- b. Derivative Product means any form of cannabis suitable for administration to or consumption or use by a Qualified Patient, Eligible Patient, or any other similarly situated individual.
- c. Cannabis Dispensing Facility means any State of Florida licensed facility where Derivative Product is dispensed at the retail level.
- d. Low-THC Cannabis means a plant of the genus cannabis, the dried flowers of which contain 0.8 percent or less of tetrahydrocannabinol and more than 10 percent of cannabidiol weight for weight; the seeds thereof; the resin extracted from any part of such plant; or any compound, manufacture, salt, derivative, mixture, or preparation of such plant or its seed or resin.
- e. Medical Cannabis means all parts of any plant of the genus cannabis, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant or its seeds or resin.
- f. Medical Cannabis Activities means, without limitation, the growing, cultivation, processing, manufacturing, dispensing, distribution, and wholesale and retail sale of Medical Cannabis, Low-THC Cannabis, and Derivative Products, or any subset of such activities, or any related activities.

2. Applicability. All Cannabis Dispensing Facilities shall comply with the following requirements.

- a. Cannabis Dispensing Facilities ("facility") are only allowed in the "C-1," Neighborhood Commercial, "C-2," Plaza Commercial, "C-3," General Commercial, "C-3A," General Commercial Low, and "C-4" Research and Design zone districts subject to the approval of a Conditional Use Permit in accordance with Chapter 12 of this Code.
- b. No facility shall be located within five hundred (500) feet of a house of worship, publicly-owned park, State-licensed child

care facility, public or private elementary, middle, or secondary school, another facility, any area designated "Residential" on any Comprehensive Plan Future Land Use Map, or any "R-1," "R-2," "R-3," "R-4," "R-5," or "R-5A" residential zone on the Zoning Map. The 500-foot distance shall be measured from the property boundary of the facility to the property boundary of the nearest house of worship, publicly-owned park, State-licensed child care facility, school, another Cannabis Dispensing Facility, or residential area. A facility shall not be forced to relocate if it meets the requirements of this paragraph and a house of worship, publicly-owned park, State-licensed child care facility, school, or residence is established within 500-feet of the business.

- c. Concurrent to submittal of an application for a Conditional Use Permit to operate a facility, the applicant shall provide evidence to the Planning Official of the State of Florida, Department of Health, Office of Compassionate Use's (or any successor agency of the State of Florida's) approval of the operator to operate a facility pursuant to the Compassionate Use Act or any other relevant law.
- d. No facility shall have a drive-through or drive-in service aisle. All dispensing, payment for, and receipt of products shall occur from inside the facility.
- e. No facility shall allow the sale, service, or consumption of any type of alcoholic beverages on the premises of the facility.
- f. No facility shall allow any Medical Cannabis, Low-THC Cannabis, or Derivative Product to be smoked, ingested, or otherwise consumed on the premises of the facility.
- g. To ensure the safety and security of staff, customers, the general public, the facility, and to maintain adequate controls against the diversion, theft, and loss of Low-THC Cannabis, Medical Cannabis, Derivative Product, or cannabis delivery devices, the Cannabis Dispensing Facility shall comply with all requirements of Section 381.986(6)(d) Florida Statutes, Compassionate use of low-THC and medical cannabis.
- h. A facility shall provide adequate seating for its customers and patients and shall not allow customers or patients to stand, sit (including in parked vehicles), or gather or loiter, as

defined in Chapter 856 Florida Statutes, outside of the building where the facility operates.

- i. No facility shall dispense from its premises Low-THC Cannabis, Derivative Product, Medical Cannabis, or a cannabis delivery device between the hours of 9 p.m. and 7 a.m., but may perform all other operations and deliver low-THC cannabis and medical cannabis to qualified patients 24 hours each day.

ORDINANCE NO. _____

AN ORDINANCE OF THE BAY COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE LAND DEVELOPMENT REGULATIONS RELATING TO THE REGULATION OF MEDICAL CANNABIS FACILITIES AND ACTIVITIES, INCLUDING AMENDMENTS TO CHAPTER 6, COMMERCIAL ZONES, AND CHAPTER 13, SPECIAL USES; PROVIDING FOR AUTHORITY AND PURPOSE; PROVIDING A SHORT TITLE; REPEALING A TEMPORARY MORATORIUM ON GROWING, CULTIVATING, PROCESSING, MANUFACTURING, DISPENSING, DISTRIBUTION, AND WHOLESALE AND RETAIL SALE OF MEDICAL CANNABIS, LOW-THC CANNABIS, AND DERIVATIVE PRODUCTS, OR ANY RELATED ACTIVITY; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 163, Part II, Florida Statutes requires local governments to adopt a comprehensive plan that shall be implemented by the adoption and enforcement of appropriate local land development regulations;

WHEREAS, the Bay County Comprehensive Plan provides that Bay County shall adopt and maintain land development regulations and a zoning code to implement the comprehensive plan;

WHEREAS, the Board of County Commissioners of Bay County, Florida (the “Board”), approved Ordinance No. 04-30, the Bay County Land Development Regulations;

WHEREAS, at the direction of the Board of County Commissioners to implement the comprehensive plan, staff proposed an amendment to Chapters 6 and 13 regulating medical cannabis facilities and activities;

WHEREAS, the Bay County Planning Commission sitting as the Bay County Land Planning Agency conducted a public hearing on February 16, 2017, to hear and consider comments from the public on the proposed amendments to the Land Development Regulations and made recommendations to the Board;

WHEREAS, the Board conducted public hearings to consider the proposed amendments to the Land Development Regulations and considered comments from the public, staff, and the recommendations of the Planning Commission; and

WHEREAS, pursuant to Section 125.66, Florida Statutes the Board conducted an initial public hearing on March 21, 2017, and a second public hearing on April 4, 2017, and found the proposed amendments to the Bay County Land Development Regulations desirable and necessary to fulfill the intent of the Board and to be consistent with the Bay County Comprehensive Plan.

NOW, THEREFORE, be it ordained by the Board of County Commissioners of Bay County:

Section 1. AUTHORITY AND PURPOSE. This ordinance is adopted pursuant to the authority granted counties in Chapter 125, Florida Statutes and is enacted to provide for the health, safety and welfare of the citizens of Bay County, Florida and to implement the Bay County Comprehensive Plan pursuant to Chapter 163, Part II, Florida Statutes.

Section 2. SHORT TITLE. This ordinance shall be known as “Amendments to Chapter 6, Commercial Zones, and Chapter 13, Special Uses, regulating medical cannabis facilities and activities.”

Section 3. AMENDMENT TO LAND DEVELOPMENT REGULATIONS. The Land Development Regulations are hereby amended as shown in **Exhibit 1** attached hereto.

Section 4. REPEALING ORDINANCE 16-38. Ordinance 16-38 establishing a temporary moratorium on growing, cultivating, processing, manufacturing, dispensing, distribution, and wholesale and retail sale of Medical Cannabis, Low-THC Cannabis, and

Derivative Products, or any related activity, is hereby repealed in its entirety upon the effective date hereof.

Section 5. SEVERABILITY. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason invalid or unconstitutional by the decision of any court or regulatory body of competent jurisdiction, such decisions shall not effect the validity of the remaining portions hereof. The Board hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause and phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared illegal, invalid, or unconstitutional, and all ordinances and parts or ordinances in conflict with the provision of this ordinance are hereby repealed.

Section 5. EFFECTIVE DATE. This ordinance shall take effect as provided by law.

PASSED AND ADOPTED this 4th day of April 2017.

BOARD OF COUNTY COMMISSIONERS
OF BAY COUNTY, FLORIDA

William T. Dozier, Chairman

Attest:

Bill Kinsaul, Clerk of the Circuit Court

Approved as to form:

Office of the County Attorney