

BOARD OF COUNTY COMMISSIONERS

GULF COUNTY, FLORIDA

<u>AGENDA</u>	<u>MAY 24, 2016</u>	<u>TIME / PAGE NO.</u>
1. Meeting Called to Order		9:00 a.m.
2. Consent Agenda		1-68
3. County Staff Business		
4. Board Business		
5. Quasi-Judicial Hearings – Review & Consideration of P.D.R.B. Recommendations of the Following Applications		69
- Variance Request – Bret & Wendy Roy * Parcel ID #06269-037R * Cape San Blas Road * 2 Foot Variance into the 9.5 Foot Side Building Setback on the North & South Sides of the Parcel		
- Small Scale Map Amendment – Deseret Rancehs of North Florida, LLC * Parcel ID #03301-000R & #03302-000R * Jarrott Daniels Road * 2 AC Land Use Designation Change from Agriculture to Residential		
6. Appointment – 2016 Value Adjustment Board Members		70
7. Bear Management Program Coordinator David Telesco with FL FWC - Program Funding Opportunity – Proposed Ordinance		
8. Ray Loraine with Cardno - Habitat Conservation Plan		
9. Mark Mustin, Esq. with Nabors, Giblin & Nickerson, P.A., Bond Counsel - Beach MSTU Bonding		71-150
10. Raymond Wood - Former Gulf County Health Department		151
11. Public Discussion		

F.S. 286.0105:

If a person decides to appeal any decision made by the board, agency or commission, with respect to any matter considered at such meeting or hearing, he will need a record of the proceedings, and that, for such purpose, he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

CONSENT AGENDA

May 24, 2016

1. Minutes – April 26, 2016 – Regular Meeting 1-17
– May 3, 2016 – Workshop 18-20
– May 3, 2016 – Special Meeting 21-24
2. Approval of Checks and Warrants for April, 2016 which are incorporated
herein by reference, pursuant to Chapter 136.06 F.S. 25-31
3. Agreement – J. David & Betty Bidwell (Limited Maintenance Agreement
* Taunton Family Road) 32-35

– Dewberry / Preble-Rish (Assignment of Preble-Rish, Inc.
Agreements to Dewberry Engineers, Inc. * Professional
Services * Bid #9192-41) 36-38

– Taunton Family Children’s Home (Limited Maintenance Agree-
ment * 240 Norman Jackson Road) 39-42
4. Appointment – Bay Regional Transportation Partnership (Chairman Ward
McDaniel & Commissioner Jerry Barnes) 43
5. Bid – Advertise to Receive Sealed Bids * Public Works (Sell * 1994
Ford F-150 2WD Truck * VIN #2FTEF15Y3RCA78335 *
1999 Dodge Ram 4WD Truck * VIN #1B7HF16Y6XS22-
8166 * 2003 Ford E350 Van * VIN #1FBSS31L73HA25-
341 * 1986 International Flatbed * VIN #1HTLAHGA32283
* 1997 Chevy K1500 4WD Truck * VIN #1GCEK14MX-
VZ209266 * 2001 Dodge 3500 Van * VIN #2B5WB35Z7-
1K522484 * 1984 Ford Patch Truck * VIN #1FTDNF70H-
1EVA53489 * 1995 Ford F-150 2WD Truck * VIN #FTDF-
15Y0SNB27762 * 1999 Ford E350 Van * VIN #1FBSS31-
S9XHA13690 * 1996 Dodge Caravan * VIN #2B4FP253X-
TR733488 * 1999 Dodge Truck 2WD * VIN #1B7HC16X2-
XS103648 * 1995 Ford Van * VIN #1FMEE11H0SHA67151
* 1996 Ford New Holland Tractor * Serial #353437M * 1997
Ford New Holland Tractor * Serial #355497M * Yellow
Cement Mixer * No Serial # Given) 44-45

– Advertise to Receive Sealed Bids * T.D.C. (Sell 2014 Polaris
Ranger & Trailer * Asset #230-33 & #230-34 * Use
Proceeds from the Sale to Purchase another Vehicle) 46

– Award Bid #1516-15 * Services to Design, Manage, & Maintain
the BOCC Website (Civic Live * in the amount of \$25,915.00
plus \$4,535.00 for Years 2, 3, & 4 * responsive Bidder) 47-48
6. Inventory – Gulf County Detention (Jail) Facility (Asset Transfer to Gulf
County T.D.C. * #22-001 * 2007 Chevy Impala * VIN
#2GIWB55D179273159) 49-50

	– E9-1-1 Department (Asset Disposal * #95-42 * Dell Opti-plex Computer * No Serial # Given * #95-47 * Vertex Radio System * No Serial # Given * #95-48 * Vertex Radio System * No Serial # Given * #95-50 * Dell Latitude Laptop * No Serial # Given)	51-53
	– Health Department (Asset Transfer to Gulf County BOCC * Tag #130268 * 2000 Chevy Astro * VIN #1GNDM19W4-YB116800 * Tag #130306 * 2001 Ford Taurus * VIN #1FAP52231A272173 * Tag #130179 * 1996 Dodge Caravan * VIN #2B4FP253XTR733488)	54-55
	– Health Department (Asset Transfer to Gulf County Public Works * #130-714 * Host Carpet Cleaner * Serial #A8959 * #130-371 * Sharp Copier * Serial #25045710)	56-57
	– Public Works (Asset Disposal * #75-174 * Hustler Mower * Serial #9072782 * #75-175 * Hustler Mower * Serial #9090237 * #75-107 * Snapper Mower * No Serial # Given * #75-141 * 2005 Snapper Mower * Serial #50125511 * #75-148 * Snapper Mower * Serial #502-20479)	58-59
7.	Plan – Gulf County E.D.C. (E.D.C. Strategic Plan & Mission Statement)	60-61
8.	Proclamation – May, 2016 Mental Health Month	62-63
9.	Request – Administration Office (Move June, 2016 & July, 2016 Regular Board Meetings to the Third (3 rd) Tuesday of the Month)	64
	– Beach Blast Triathlon (Temporarily Close U.S. Highway 98 * September 10, 2016)	65
	– Commissioner Bryan (Road Name * Capt Carl Raffield Way * Road runs from Angel Fish Street to the Highland View Boat Ramp, alongside of Raffield Fisheries)	66
10.	Request for Funds – Gulf County Sheriff’s Office (Beach Patrol Funds * March, 2016 * \$1,933.82)	67
	– Gulf County Sheriff’s Office (D.A.R.E. Supplies * \$1,176.55 * to be paid from Crime Prevention Funds)	68

APRIL 26, 2016

PORT ST. JOE, FLORIDA

REGULAR MEETING

The Gulf County Board of County Commissioners met this date in regular session with the following members present: Chairman Ward McDaniel, Vice Chairman Carmen L. McLemore, and Commissioners Joanna Bryan, Sandy Quinn, Jr., and Jerry W. Barnes.

Others present were: County Attorney Jeremy Novak, Clerk Rebecca L. Norris, Clerk Director of Finance & Management Rhonda Woodward, Clerk Budget & Finance Officer Sherry Herring, Deputy Clerk Leanna Roberts, Chief Administrator Don Butler, Assistant Administrator Michael L. Hammond, Deputy Administrator Kari Summers, Building Official George Knight, Central Services Director Lynn Lanier, Gulf County E.D.C. Director Chris Holley, Temporary Gulf County E.D.C. Staff Assistant Lianna Marsman, Emergency Management Director Marshall Nelson, Gulf County E.M.S. Director Houston Whitfield, Assistant Mosquito Control Director Austin Horton, County Planner Brett Lowry, Preble-Rish, Inc./County Engineer Clay Smallwood, III, Assistant Public Works Director Lee Collinsworth, Gulf County RESTORE Act Coordinator Warren Yeager, Jr., Sheriff's Department Captain Chris Buchanan, T.D.C. Executive Director Jennifer Jenkins, T.D.C. Deputy Director Towan Kopinsky, and Veterans' Service Officer & S.H.I.P. Administrator Joe Paul.

Sheriff's Department Captain Buchanan called the meeting to order at 9:00 a.m., E.T.

Chairman McDaniel opened the meeting with prayer, and led the Pledge of Allegiance to the Flag.

CONSENT AGENDA

Chairman McDaniel called for public comment regarding the Consent Agenda. Bob Flowers, President of C. W. Roberts Contracting, Inc. appeared before the Board stated that he had a question regarding one (1) of the items in the Consent Agenda; being the award of the low bid on the 2015-16 Road Bond Project (Bid #1516-12). Chairman McDaniel addressed Mr. Flowers; stating that he will have an opportunity later on in the meeting to discuss this matter. Chairman McDaniel called for any additional public comment. There was no further public comment. Commissioner Barnes requested that pages 97-98 (under Item #11 * Gulf County BOCC Capital Projects Fund Policy) be pulled from the Consent. Commissioner McLemore requested that pages 61-62 (under Item #5 * Award Bid #1516-12 * 2015-16 Road Bond Project to Roberts & Roberts * Low Bidder) to be pulled from the Consent. Chief Administrator Butler stated that he would like to discuss page 59 (Under Item #5 * Advertise to Receive Sealed Bids * Surplus Mosquito Control Truck) of the Consent Agenda. Commissioner Bryan stated that she would like to discuss page 58 (Item #4 * T.D.C. Appointment of Blake Rish) of the Consent Agenda. Commissioner McLemore motioned to accept the Consent Agenda, excluding the pages

previously discussed. Commissioner Barnes seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed unanimously, as follows:

1. Minutes – March 22, 2016 – Regular Meeting
 - March 23, 2016 – Joint Workshop
 - March 23, 2016 – Special Meeting
 - March 31, 2016 – Special Meeting
 - April 6, 2016 – Emergency Meeting

2. Approval of Checks and Warrants for March, 2016 which are incorporated herein by reference, pursuant to Chapter 136.06 F.S.

3. Agreement – Dept. of the Air Force (Right of Entry * Eglin Air Force, Cape San Blas)

- **DELETE**** 4. Appointment – Tourism Development Council (Blake Rish * Replacing Bill Kennedy)

5. Bid – Advertise to Receive Sealed Bids * Mosquito Control Dept. (Surplus Mosquito Control Truck * After the Purchase & Delivery of the New Vehicle)
 - Advertise to Receive Sealed Bids * T.D.C. (Sell 2014 Polaris Ranger & Trailer * Asset #230-33 & #230-34 * Use Proceeds from the Sale to Purchase another Vehicle)

 - **DELETE**** – Award Bid #1516-12 * 2015-16 Road Bond Project (Roberts & Roberts * \$2,972,346.90 * Low Bidder)

 - Reject Bid #1516-14 & Readvertise * Asbestos Abatement (290 Pridgeon Road, White City)

6. Budget Amendment #8 – General Fund & Fire District Funds (Amend FY 2015-16 Budget for General Fund & Fire District Funds for approved personnel adjustments), as follows:

BUDGET AMENDMENT #8

Amend the FY2015-16 Budget for General Fund and Fire District Funds for approved personnel adjustments not previously adjusted.

General Fund

Original Budget	Increase/ (Decrease)	Amended Budget
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Transfers In:

00138100-591000 GF Inter-Fund Transfer In	47,219	1,930	49,149
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Reserves:

00159700-599000 GF Resv- Contingencies	894,701	15,105	909,806
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Expenditures:**GIS Services**

00151501-512000 Regular Salaries & Wages	23,700	1,443	25,143
00151501-521000 FICA Taxes (Soc Sec Match)	1,469	89	1,558
00151501-521001 FICA Taxes (Medicare Match)	343	21	364
00151501-522000 Retirement Contributions	1,633	105	1,738

Information Technology

00151600-512000 Regular Salaries & Wages	90,069	2,693	92,762
00151600-521000 FICA Taxes (Soc Sec Match)	5,585	167	5,752
00151600-521001 FICA Taxes (Medicare Match)	1,306	39	1,345
00151600-522000 Retirement Contributions	6,539	195	6,734

Fire Coordinator

00152200-512000 Regular Salaries & Wages	27,407	2,591	29,998
00152200-521000 FICA Taxes (Soc Sec Match)	1,700	160	1,860
00152200-521001 FICA Taxes (Medicare Match)	397	38	435
00152200-522000 Retirement Contributions	5,512	570	6,082
00152200-523000 Life & Health Insurance	0	283	283
00152200-524000 Workers' Compensation	2,367	(676)	1,691

Building Department

00152400-512000 Regular Salaries & Wages	169,333	1,154	170,487
00152400-521000 FICA Taxes (Soc Sec Match)	10,499	72	10,571
00152400-521001 FICA Taxes (Medicare Match)	2,455	17	2,472
00152400-522000 Retirement Contributions	12,120	84	12,204

Extension Services

00153700-512000 Regular Salaries & Wages	79,039	(7,474)	71,565
00153700-521000 FICA Taxes (Soc Sec Match)	4,901	(463)	4,438
00153700-521001 FICA Taxes (Medicare Match)	1,147	(109)	1,038
00153700-522000 Retirement Contributions	5,638	(689)	4,949
00153700-523000 Life & Health Insurance	14,051	(13,485)	566

St. Joseph Fire Control Fund

	<u>Original Budget</u>	<u>Increase/ (Decrease)</u>	<u>Amended Budget</u>
Transfers Out:			
10658100-591000 SJFC Inter-Fund Transfer Out	37,067	1,515	38,582
Expenditures:			
Beaches Fire Department			
10652201-524000 Workers' Compensation	2,170	(454)	1,716
Highland View Fire Department			
10652202-564000 Machinery & Equipment	136,364	(303)	136,061
White City Fire Department			
10652203-564000 Machinery & Equipment	70,014	(303)	69,711
So. Gulf County Fire Department			
10652204-524000 Workers' Compensation	2,750	(455)	2,295

Tupelo Fire Control Fund

	<u>Original Budget</u>	<u>Increase/ (Decrease)</u>	<u>Amended Budget</u>
Transfers Out:			
10758100-591000 TFC Inter-Fund Transfer Out	5,667	232	5,899
Expenditures:			
Stone Mill Creek Fire Department			
10752201-524000 Workers' Compensation	1,000	(96)	904
Wetappo Fire Department			
10752202-524000 Workers' Compensation	835	(40)	795
Dalkeith Fire Department			
10752203-524000 Workers' Compensation	500	(96)	404

Overstreet Fire Control Fund

	<u>Original Budget</u>	<u>Increase/ (Decrease)</u>	<u>Amended Budget</u>
Transfers Out:			
10858100-591000 OSFC Inter-Fund Transfer Out	2,833	116	2,949
Expenditures:			
Overstreet Fire Department			
0852200-524000 Workers' Compensation	700	(116)	584

Howard Creek Fire Control Fund

	<u>Original Budget</u>	<u>Increase/ (Decrease)</u>	<u>Amended Budget</u>
Transfers Out:			
10958100-591000 HCFC Inter-Fund Transfer Out	1,652	67	1,719
Expenditures:			
Howard Creek Fire Department			
10952200-524000 Workers' Compensation	600	(67)	533

This Budget Amendment duly approved and adopted by the Gulf County Board of County Commissioners at their Regular meeting on the 26th day of April, 2016.
(End)

Budget Amendment #9 – Tupelo Fire Control Fund (Amend FY 2015-16 Budget for Tupelo Fire Control Fund to Purchase a Brush Truck for Wetappo Fire Dept.), as follows:

BUDGET AMENDMENT #9

Amend the FY2015-16 Budget for Tupelo Fire Control Fund for the purchase of a brush truck for the Wetappo Fire Department as approved by the Board at the 2/29/2016 Regular meeting.

Tupelo Fire Control Fund

	<u>Original Budget</u>	<u>Increase/ (Decrease)</u>	<u>Amended Budget</u>
Expenditures:			
Stone Mill Creek Fire Department			
10752202-524000 Machinery & Equipment	26,904	(12,000)	14,904
Wetappo Fire Department			
10752202-552000 Operating Supplies	1,000	(452)	548
10752202-564000 Machinery & Equipment	12,809	12,452	25,261

This Budget Amendment duly approved and adopted by the Gulf County Board of County Commissioners at their Regular meeting on the 26th day of April, 2016.

(End)

7. Change Order – Tower Construction & Technical Services, Inc. (CO #3 * Communication Tower Repairs * Bid #1415-24 * Increase of \$625.00)

8. Fee Waiver – Wewahitchka Dixie Softball (Honeyville Community Center * 2016 Banquet * May 24, 2016)
 - Wewahitchka Dixie Youth Baseball League (Honeyville Community Center * 2016 Banquet & Awards Ceremony * May 23, 2016)
 - Wewahitchka Elementary School * 6th Grade Parents (Honeyville Community Center * 6th Grade Dance * May 21, 2016)
 - Wewahitchka High School * Class of 2016 (Honeyville Community Center * Project Graduation * May 26-27, 2016)
 - Wewahitchka High School (Honeyville Community Center * Prom * April 22-23, 2016)

9. Grant – FL Dept. of Economic Opportunity (Submit Application * Technical Assistance Grant * Fund Regional Intermodal Transportation Network Strategic Site Inventory Development Project)

10. Inventory – Health Dept. (Asset Transfer to Gulf Co BOCC IT Dept. * #120-092 * Dell Optiplex 960 * Seral #47G19K1 * #120-096 * Optiplex 780 Computer * Serial #3N598P1 * #120-097 * Optiplex 780 Computer * Serial #3N5B8P1 * #120-098 * Optiplex 780 Computer * Serial #3N548P1 * #120-099 * Optiplex 780 Computer * Serial #3N588P1 * #120-100 * Optiplex 780 Computer * Serial #3N678P1 * #120-101 * Optiplex 780 Computer * Serial #3N478P1 * #120-102 * Optiplex 780 Computer * Serial #3N568P1 * #120-103 * Optiplex 780 Computer * Serial #3N668P1 * #120-104 * Optiplex 780 Computer *

Serial #3N498P1 * #120-105 * Optiplex 780 Computer * Serial
 #3N578P1 * #120-106 * Optiplex 780 Computer * Serial #3N458P1
 * #120-107 * Optiplex 780 Computer * Serial #3N468P1 * #120-109
 * Optiplex 780 Computer * Serial #3N658P1 * #120-110 * Optiplex
 780 Computer * Serial #3N4B8P1 * #120-113 * Optiplex 780
 Computer * Serial #3N558P1 * #120-114 * Optiplex 780 Computer *
 Serial #3N748P1 * #120-117 * Dell Precision T3500 * Serial
 #B0TNPQ1 * #130-421 * Dell Workstation * Serial #F33BM21 * #130-
 493 * P4 3.2GHz 1.0GB * Serial #9IX43B1 * #130-496 * P4 3.2GHz
 1.0GB * Serial #H9TH3B1 * #130-512 * Dell Optiplex GX620 * Serial
 #D89HHB1 * #130-514 * Dell Optiplex GX620 * Serial #37S7RB1 *
 #130-519 * Dell Optiplex GX620 * Serial #GSWP3C1 * #130-520 *
 Laptop * Serial #7SH76C1 * #130-590 * Dell Optiplex 960 * Serial
 #57G19K1 * #130-591 * Dell Optiplex 961 * Serial #37G19K1 * #130-
 606 * Dell Precision T3500 * Serial #951DBM1 * #130-608 * Optiplex
 780 Computer * Serial #B2S9QM1 * #130-609 * Optiplex 780
 Computer * Serial #71S9QM1 * #130-610 * Optiplex 780 Computer
 * Serial #94s9qm1 * #130-611 * Optiplex 780 Computer * Serial
 #86S9QM1 * #130-612 * Optiplex 780 Computer * Serial #37S9QM1
 * #130-613 * Optiplex 780 Computer * Serial #52S9QM1 * #130-614
 * Optiplex 780 Computer * Serial #72S9QM1 * #130-615 * Optiplex
 780 Computer * Serial #G2S9QM1 * #130-616 * Optiplex 780
 Computer * Serial #23S9QM1 * #130-617 * Optiplex 780 Computer
 * Serial #53S9QM1 * #130-618 * Optiplex 780 Computer * Serial
 #73S9QM1 * #130-619 * Optiplex 780 Computer * Serial #C3S9QM1
 * #130-620 * Optiplex 780 Computer * Serial #G3S9QM1 * #130-621
 * Optiplex 780 Computer * Serial #14S9QM1 * #130-622 * Optiplex
 780 Computer * Serial #44S9QM1 * #130-623 * Optiplex 780
 Computer * Serial #64S9QM1 * #130-624 * Optiplex 780 Computer
 * Serial #G4S9QM1 * #130-625 * Optiplex 780 Computer * Serial
 #25S9QM1 * #130-626 * Optiplex 780 Computer * Serial #55S9QM1
 * #130-627 * Optiplex 780 Computer * Serial #95S9QM1 * #130-628
 * Optiplex 780 Computer * Serial #C5S9QM1 * #130-629 * Optiplex
 780 Computer * Serial #D5S9QM1 * #130-630 * Optiplex 780
 Computer * Serial #G5S9QM1 * #130-631 * Optiplex 780 Computer
 * Serial #H5S9QM1 * #130-632 * Optiplex 780 Computer * Serial
 #26S9QM1 * #130-633 * Optiplex 780 Computer * Serial #66S9QM1
 * #130-634 * Optiplex 780 Computer * Serial #C6S9QM1 * #130-635
 * Optiplex 780 Computer * Serial #F6S9QM1 * #130-637 * Optiplex
 780 Computer * Serial #H1S9QM1 * #130-645 * Dell Precision T3500
 * Serial #CJVGS1 * #130-646 * Dell Precision T3500 * Serial
 #CJVDSL1 * #130-648 * Dell Precision T3500 * Serial #CJTGS1 *
 #130-649 * Dell Precision T3500 * Serial #CJVFS1 * #130-650 *
 Optiplex 780 Computer * Serial #DM4TFN1 * #130-651 * Optiplex
 780 Computer * Serial #FM4TFN1 * #130-652 * Optiplex 780

Computer * Serial #GM4TFN1 * #130-653 * Optiplex 780 Computer
 * Serial #HM4TFN1 * #130-654 * Optiplex 780 Computer * Serial
 #4N4TFN1 * #130-656 * Optiplex 780 Computer * Serial #2N4TFN1
 * #130-657 * Optiplex 780 Computer * Serial #3N4TFN1 * #130-658
 * Optiplex 780 Computer * Serial #JM4TFN1 * #130-659 * Dell
 Precision T3500 * Serial #B2QYKM1 * #130-660 * Dell Precision
 T3500 * Serial #B2SXKM1 * #130-661 * Dell Precision T3500 * Serial
 #B2RZKM1 * #130-662 * Dell Precision T3500 * Serial #B2RXKM1 *
 #130-663 * Dell Precision T3500 * Serial #B2RYKM1 * #130-664 *
 Dell Precision T3500 * Serial #B2QXKM1 * #130-665 * Dell Precision
 T3500 * Serial #B2SYKM1 * #130-666 * Dell Precision T3500 * Serial
 #B2PYKM1 * #130-667 * Dell Precision T3500 * Serial #B2QZKM1 *
 #130-668 * Dell Precision T3500 * Serial #B2PZKM1 * #130-671 *
 Optiplex 780 Computer * Serial #3N698P1 * #130-673 * Optiplex 780
 Computer * Serial #3N688P1 * #130-674 * Optiplex 780 Computer *
 Serial #3N758P1 * #130-683 * Optiplex 780 Computer * Serial
 #HFW2KQ1 * #130-685 * Optiplex 780 Computer * Serial #94B2KQ1
 * #130-686 * Optiplex 780 Computer * Serial #94B1KQ1 * #130-435
 * HP Laser Jet 2300 * Serial #CNBGG02287 * #130-399 * HP Laser
 Jet 2300DN * Serial #CNBCC12334 * #130-330 * HP Laser Jet
 2300DN * Serial #JPGGB42600 * No Asset # * HP Laser Jet
 P2055DN * Serial #CNB9036853 * No Asset # * HP Photosmart
 C5580 AIO * Serial #MY95CC20SN * No Asset # * HP Photosmart
 C5580 AIO * Serial #MY95CC20SC * No Asset # * HP Laser Jet
 1022N * Serial #VNB3P09796 * No Asset # * Brother * Serial
 #J61325B7J117068 * No Asset # * Broth MFC 5560cn * Serial
 #J61590C8F57800 * No Asset # * HP Office Jet 6600 * Serial
 #CN2612KJF0 * No Asset # * HP Scan Jet 6310 * Serial
 #CN48GEF04H * No Asset # * HP Laser Jet 1020 * Serial
 #CNB2608079 * No Asset # * HP Laser Jet 1022N * Serial
 #VNB3T10270 * No Asset # * HP Laser Jet 1022 * Serial
 #VNB3N52151 * No Asset # * Brother DCP7020 * Serial
 #J61283K7J92857 * No Asset # * HP Laser Jet P2055DN * Serial
 #CNB9311780 * No Asset # * HP Laser Jet 1022 * Serial
 #VNB3H96676 * #130-235 * HP Laser Jet 6P * Serial #USCD175921
 * No Asset # * HP Office Jet 8000 * Serial #CN1U2R118 * No Asset
 # * HP Laser Jet 1022N * Serial #CNBC56W0HT * No Asset # *
 HP Laser Jet 2300DN * Serial #CNBCC12348 * No Asset # * HP
 Laser Jet P2055DN * Serial #CNJ612046 * No Asset # * HP Desk
 Jet 930C * Serial #MY09E1Q16G * No Asset # * HP Desk Jet 6940
 * Serial #MY6CD9R19G * No Asset # * HP Office Jet Pro 8000 *
 Serial #CN1543Q4CO * No Asset # * HP Laser Jet 1022 * Serial
 #VNB3H09241 * No Asset # * HP Office Jet Pro 8000 * Serial
 #CN1543Q4B4 * No Asset # * HP Laser Jet 1022 * Serial
 #CNB2608062 * #130-198 * HP Laser Jet 5N * Serial #JPKK032498

* No Asset # * HP Office Jet 8000 * Serial #CN01R2Q07N * No Asset # * HP Office Jet 8000 * Serial #CN1543Q4BD * No Asset # * HP Office Jet Pro 8000 * Serial #CN1543Q4BW * No Asset # * HP Office Jet Pro 8000 * Serial #CN1543Q4BD * No Asset # * HP Office Jet Pro 8000 * Serial #CN0342T04C * #130-332 * HP Laser Jet 2200D * Serial #JPGGC40792 * No Asset # * HP Office Jet Pro 8000 * Serial #CN0212R108 * No Asset # * HP Laser Jet P1505N * Serial #CNBK502171 * No Asset # * HP Desk Jet 6940 * Serial #MY71B9R43H * No Asset # * HP Laser Jet 1022N * Serial #CNBC55Q05P * No Asset # * HP Laser Jet 1022N * Serial #VNB3P11286 * No Asset # * HP Laser Jet 1022 * Serial #VNB3C97241 * No Asset # * HP Desk Jet 6940 * Serial #SG72D11053 * No Asset # * HP Laser Jet 1022 * Serial #VNB3H95267 * No Asset # * HP Laser Jet 1022 * Serial #VNB3H97007 * No Asset # * HP Laser Jet 1022 * Serial #VNB3H97004 * No Asset # * HP Laser Jet 1022N * Serial #VNB3P11292 * No Asset # * HP Laser Jet 1022 * Serial #VNB3N52119 * No Asset # * HP Laser Jet 1022N * Serial #VNB3T10236 * No Asset # * HP Laser Jet 1022N * Serial #CNBC55Q0N81 * No Asset # * HP Desk Jet 6940 * Serial #MY7289R1PB * No Asset # * HP Laser Jet 1022N * Serial #CNBC56W0HH * No Asset # * Dell Laser MFP 1815DN * Serial #48MLCD1 * No Asset # * Dell Laser MFP 1815DN * Serial #38MLCD1)

– Health Dept. (Asset Transfer to Leon co Health Dept. * No Asset # * Zebra Label Printer LP 2844 * Serial #42J081200371 * No Asset # * Zebra Label Printer LP 2844 * Serial #42A03301444 * No Asset # * Zebra Label Printer LP 2844 * Serial #42A044902199 * No Asset # * Zebra Label Printer LP 2844 * Serial #42A07330157 * No Asset # * Zebra Label Printer LP 2844 * Serial #42A73301016 * No Asset # * Zebra Label Printer LP 2844 * Serial #42A060302357 * No Asset # * Zebra Label Printer LP 2844 * Serial #42A063901475 * No Asset # * Zebra Label Printer LP 2844 * Serial #42A073301053 * No Asset # * Zebra Label Printer LP 2844 * Serial #46J081202691 * #130-690 * Dell Latitude E6520 Laptop * Serial #HSML2Q1 * #130-691 * Dell Latitude E6520 Laptop * Serial #8SML2Q1 * #130-692 * Dell Latitude E6520 Laptop * Serial #8NLL2Q1 * #130-693 * Dell Latitude E6520 Laptop * Serial #99LL2Q1 * #130-694 * Dell Latitude E6520 Laptop * Serial #48LL2Q1 * #130-695 * Dell Latitude E6520 Laptop * Serial #5KML2Q1 * #130-696 * Dell Latitude E6520 Laptop * Serial #B9LL2Q1 * #130-698 * Dell Latitude E6520 Laptop * Serial #CNX36Q1 * #130-699 * Dell Latitude E6520 Laptop * Serial #5PS36Q1 * #130-700 * Dell Latitude E6520 Laptop * Serial #7TX36Q1 * #130-701 * Dell Latitude E6520 Laptop * Serial

#9KX36Q1 * #130-679 * Dell Latitude E6500 * Serial #5S9X4Q1 * #130-681 * Dell Latitude E6500 * Serial #39FKPQ1 * #130-682 * Dell Latitude E6500 * Serial #F0TNPQ1 * #130-675 * Dell Latitude E6510 * Serial #6WHVSM1 * #130-676 * Dell Latitude E6520 * Serial #7X4N3Q1 * #130-677 * Dell Latitude E6510 * Serial #3W4N3Q1 * #130-688 * Dell Latitude E6520 Laptop * Serial #5BLL2Q1 * #130-687 * Dell Latitude E6520 Laptop * Serial #FPLL2Q1 * #130-689 * Dell Latitude E6520 Laptop * Serial #4NLL2Q1 * #130-678 * Dell Latitude E6510 * Serial #J15N3Q1)

– Public Works (Asset Disposal * #70-749 * HP Design Jet 130 GP * Serial #MY82JG806S)

11. Policy ****DELETE**** – Capital Projects Fund Gulf County BOCC
 - Whistleblower Protection
12. Purchase Request – Building Dept. (Truck * Purchase on State Contract * to be paid from Capital Improvement Projects Funds)
 - Mosquito Control Dept. (Two New ½ Ton 4WD Pick-up Truck * Purchase on State Contract * to be paid from Mosquito Control State Grant Budget #10356200)
 - Public Works Dept. (Two New Pick-up Trucks * Purchase on State Contract * to be paid from Capital Improvement Projects Funds)
 - South Gulf County Fire Dept. (New Portable Radios & Accessories * Purchase on State Contract through First Communications * to be paid from South Gulf Co Fire Dept. Budget & Grant Funds * in the amount of \$14,536.25)
 - County Work Crew (Two New Vans * Purchase on State Contract * to be paid from Capital Improvement Projects Funds)
13. Request – Tax Collector (Refund * Parcel ID #05591-005R * Tax Year 2013 * \$272.49 * Tax Year 2014 * \$260.27)
 - Administration Office (Submit Extension Request * CR 30A & CR30B Road Paving Projects * Bid #1415-19 * Extend to July 30, 2016)
14. Resolution – Supporting the Port St. Joe Port Authority, as follows:

RESOLUTION NO. 2016-05

A RESOLUTION OF THE GULF COUNTY BOARD OF COUNTY COMMISSIONER, STATE OF FLORIDA, SUPPORTING THE PORT ST. JOE PORT AUTHORITY AND URGING BOTH REGIONAL AND NATIONAL SUPPORT OF THE CONTINUING EFFORTS OF THE PORT AUTHORITY TO REDEVELOP, MARKET, MAINTAIN, AND GROW THE PORT OF PORT ST. JOE AS VIABLE AND FULLY OPERATIONAL SEAPORT ONCE AGAIN.

* Complete Resolution on file with Clerk*

(End)

15. S.H.I.P. – FY 2016-17 Funding Certification (Projected Allocation \$350,000.00)

(End)

ADVERTISE TO RECEIVE SEALED BIDS – SELL POLARIS / T.D.C.

Chief Administrator Butler stated that he wanted to talk about page 60 (Under Item #5) from the Consent Agenda; not page 59. He discussed his concerns regarding page 60; stating that it might be a conflict with the County CIP (Capital Projects Fund Policy). Chief Administrator Butler requested that the Board not approve page 60; then the money will automatically go into the Plan. Central Services Director Lanier reported to the Board that Commissioner Barnes pulled Pages 97-98, therefore the Plan has not been adopted by the County. After discussion by Clerk Norris, Commissioner McLemore motioned to place page 59 (under Item #5 * Advertise to Receive Sealed Bids * Surplus Mosquito Control Truck from Mosquito Control Department * After the Purchase and Delivery of the New Vehicle) back in the Consent Agenda. Commissioner Quinn seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed unanimously. Commissioner McLemore motioned to disapprove page 60 (from the Consent Agenda, Under Item #5, advertise to received sealed bids to sell 2014 Polaris Ranger & Trailer * Asset #230-33 and #230-34, and use the proceeds from the sale to purchase another vehicle). Commissioner Quinn seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed unanimously.

MORTGAGE MODIFICATION AGREEMENT – PORT AUTHORITY

Chief Administrator Butler stated that the Port St. Joe Port Authority is requesting the Board consider loaning them an additional \$200,000.00 to pay-off Capital City Bank (loan). He reported that the Port Authority Attorney (Tom Gibson) has provided a proposed mortgage modification agreement between the County and the Port St. Joe Port Authority; stating the Port Authority owes the County approximately \$350,000.00. Chief Administrator Butler also reported that this proposed modification agreement will shorten the term from 2024 to 2019, cutting five (5) years off of the term. Chief Administration Butler stated that if the Board agrees to give \$200,000.00 to the Port Authority, he would recommended that the Board get title to that land (Arizona Chemical Property) and shorten the time from 2024 to 2019. Commissioner McLemore discussed his concerns regarding the money loaned to the Port Authority; stating that when St. Joe Company is ready to develop the Port, the Port will be developed. Commissioner Bryan

stated that the Board needs to be cautious; discussing her concerns regarding the budget and the taxpayers' money. She stated that she is not in favor of putting more money in the Port in this regard. Chairman McDaniel discussed his concerns regarding the Port Authority and their request for additional money. He stated that the only way he would consider loaning the additional money is if the Port Authority gave the County a clear Warranty Deed stating that if it is not paid in full on a certain date the property will be the sole property of the taxpayers after recording the Deed in the Official Records at the Clerk's Office. He reported that the County would sale the property and anything over the amount owed would go back to the Port Authority. After discussion, Chief Administrator Butler inquired whether the Board would consider holding a workshop. After further discussion, Commissioner Barnes motioned to hold a workshop with the Port Authority. Commissioner Quinn seconded the motion. Chairman McDaniel called for public comment. Reggie Patrick, of Cape San Blas appeared before the Board to discuss his concerns regarding the additional money; agreeing with Commissioners McLemore and Bryan. The motion passes 4 to 1, with Commissioner McLemore voting no.

EQUIPMENT REPAIRS – BEACHES FIRE DEPARTMENT

Chief Administrator Butler presented a letter from the Beaches Fire Department <copy provided to the Clerk for the record> requesting repairs to their ladder truck, in the amount of \$15,000.00 for labor and materials; reporting that the closest vendor is in DeFuniak Springs. He also reported that there is a problem with the MSA SCBA units; stating that the cost for repairs is \$18,000.00 (labor not included). Chief Administrator Butler stated that the Beaches Fire Department is requesting approval from the Board for these repairs under the County's Purchasing Policy as sole-provider for the SCBA units and the aerial ladder under a unique circumstance being that they don't want to carry the fire truck too far away from location. After discussion by Chairman McDaniel, Commissioner Bryan motioned to approve the repairs to the Aerial Ladder (vendor located in DeFuniak Springs) and the SCBA units (Sunbelt Fire, Inc.) as sole-source providers, to be paid from the Beaches Fire Department Budget. Commissioner Barnes seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed unanimously.

RESOLUTION – SUPPORT AMTRAK

After discussion by Chief Administrator Butler, Commissioner McLemore motioned to adopt a resolution in support the Amtrak Rail Service. Commissioner Quinn seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed unanimously, as follows:

RESOLUTION NO. 2016-06

A RESOLUTION SUPPORT RESTORATION OF PASSENGER RAIL SERVICE BETWEEN NEW ORLEANS, LOUISIANA, AND ORLANDO, FLORIDA

* Complete Resolution on file with Clerk *

(End)

POLICY – CLEAN AND LIEN

Chief Administrator Butler discussed the need for the County Attorney to draft a clean and lien policy; reporting that a code violation went before the Special Magistrate and was ordered to be cleaned up. He stated that the last time the County cleaned up a property, it was several thousand dollars. After discussion, Commissioner Bryan motioned to allow Staff to create a clean and lien policy for the Board's consideration. Commissioner McLemore seconded the motion. After discussion by Chairman McDaniel, he called for public comment. There being no public comment, the motion passed unanimously.

REPORTS– RESTORE

Upon request by Gulf County RESTORE Act Coordinator Yeager, Jr., Commissioner McLemore motioned to allow the Chairman to sign the Financial and Performance Reports for RESTORE. Commissioner Barnes seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed unanimously.

TREE REMOVAL – PSJ COURTHOUSE COMPLEX

Assistant Public Works Director Collinsworth appeared before the Board to request approval to remove 58 (fifty-eight) trees in and around the Port St. Joe Courthouse Complex Tower Site. He reported that Tree Surgeon quoted a price of \$10,000.00 to remove these trees, but has agreed to remove the trees at no cost to the County, if the County will clean the limbs. Upon inquiry by Commissioner McLemore, Assistant Public Works Director Collinsworth reported that there are about three (3) palm trees, a couple of small oaks, but the majority being pine trees. After discussion, Commissioner McLemore motioned to table this matter for further review. Commissioner Bryan seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed unanimously.

MONTHLY REPORT – GULF COUNTY E.M.S.

E.M.S. Director Whitfield appeared before the Board to present the March, 2016 E.M.S. Status Report <copy provided to Clerk for the record>.

MONTHLY REPORT – GULF COUNTY T.D.C.

T.D.C. Executive Director Jenkins appeared before the Board to present the March, 2016 T.D.C. Status Report <copy provided to Clerk for the record>.

SCALLOP SEASON – FL FWC

T.D.C. Executive Director Jenkins stated that last week she received a call from FWC (Fish and Wildlife Commission), reporting they are considering suspending scalloping season in St. Joseph Bay for 2016 and 2017. She also reported that FWC will hold a meeting open to the public tomorrow night at 5:00 p.m., E.T. in the County Board Room to present their findings and answer questions from the public.

PUBLIC SAFETY – GULF COUNTY BEACHES

T.D.C. Executive Director Jenkins reported that the Beach Team has been on the Beaches updating all the posts and signs; stating that each of the signs are numbered

and each Beach has a different color. She also stated that this was done for public safety reasons; reporting should someone need to call 9-1-1 they can be easily located due the numbered signs and color codes.

LEAVE NO TRACE

T.D.C. Executive Director Jenkins stated that the informational material is in regarding the Leave No Trace; showing the Board the newly designed magnets and rack cards. She stated any business may come by the T.D.C. office to obtain these materials for display; reporting the T.D.C.'s website is in the process of being updated.

FUNDING REQUEST – FIREWORKS / CITY OF PORT ST. JOE

T.D.C. Executive Director Jenkins reported that she received a letter from the City of Port St. Joe requesting \$10,000.00 for fireworks for 4th of July. She stated that she has budgeted \$5,000.00 for each municipality for this event. Commissioner McLemore motioned to deny the funding request for an additional \$5,000.00 from the City of Port St. Joe. Chairman McDaniel called for a second. The motion failed for a lack of a second. Clarification was sought from Commissioner Bryan as to whether a motion was necessary to leave the amount at \$5,000.00 (as budgeted). Commissioner McLemore then withdrew his motion.

COUNTY – HELD TAX CERTIFICATES

Clerk Norris discussed the County held tax certificates previously tabled from the last meeting; explaining the Tax Collector notifies the County annually regarding County-Held Tax Certificates. She provided a list to the Board to review <copy on file with Clerk for the record>. Clerk Norris reported that there was only one (1) Certificate at the March 22nd Board meeting that would have needed Board action, but the property owner did subsequently come in and paid the taxes. She stated that the Board has an option to move forward (apply for a Tax Deed) with the rest that are under the \$5,000.00 threshold. After discussion, County Attorney Novak discussed the Gulf Pines Hospital property; reporting that the Board agreed to work with the City of Port St. Joe and not pursue that one. After further discussion, Commissioner McLemore motioned to table for further review. Commissioner Bryan seconded the motion; requesting that Staff or Clerk Norris notify the Board of the deadline is on these certificates. After further discussion, Chairman McDaniel called for public comment. There being no public comment, the motion passed unanimously.

APPOINTEE – T.D.C. / BLAKE RISH

Commissioner Bryan discussed page 58 (Item #4 * Nomination for appointment to Tourism Development Council * Blake Rish) that was pulled from the Consent Agenda; stating that her discussion is in general and that she doesn't have an issue with the appointment itself. She also stated that she believes it is not in the best interest of the people of this County to maintain the current policy where people are appointed to all the boards by the Chairman. Commissioner Bryan stated that she is not asking for any action; she just wanted to raise the issue. She discussed her concerns regarding input and discussion from the Board members and the public before a candidate is appointed. Commissioner Bryan motioned to approve page 58 (Item #4 * Appointment * Tourism

Development Council * Blake Rish * replacing Bill Kennedy). Commissioner Quinn seconded the motion. Chairman McDaniel explained that the Chair makes the appointments, but three (3) votes can override the Chair. Chairman McDaniel then called for public comment. There being no public comment, the motion passed unanimously.

POLICY – CAPITAL PROJECTS FUND

Commissioner Barnes discussed page 97-98 (under Item #11* Capital Project Fund Policy) that was pulled from the Consent Agenda; requesting that the word “scrap” be removed on the top of page 98 under Item #2. Commissioner Barnes motioned to approve that with the word “scrap” be removed. Commissioner Bryan seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed unanimously.

POLICY – REVENUE FROM SALE OF SCRAP METAL

Upon recommendation by Chief Administrator Butler, Commissioner Barnes motioned to approve the Revenue from Sale of Scrap Metal Policy (revenue for the department and will not go into the Capital Improvement Fund). Commissioner Bryan seconded the motion. Chairman McDaniel called for public comment. After discussion by Clerk Director of Finance & Management Woodward and Staff regarding the term “scrap”, the motion passed unanimously.

AWARD BID #1516-12 – 2015-16 ROAD BOND PROJECT / ROBERTS & ROBERTS

Commissioner McLemore discussed pages 61-62 that were pulled from the Consent Agenda (under Item #5 * Award Bid #1516-12 * 2015-16 Road Bond Project to Roberts & Roberts * Low Bidder * \$2,972,346.90); stating that he would like to hear from Staff, the County Engineer, and C. W. Roberts. After discussion by Chairman McDaniel, Assistant Administrator Hammond reported that the low bid was Roberts & Roberts at \$2,972,346.90; stating that anyway you cut it, Roberts & Roberts was the low bid. After discussion by Assistant Administrator Hammond, Commissioner McLemore inquired about the alternate bid. Assistant Administrator Hammond discussed the alternate bid; comparing the lime rock to the sandy clay base. Commissioner McLemore inquired about the choice of roads that would be paved with lime rock and which ones would be paved with the sandy clay. Assistant Administrator Hammond reported that Chief Administrator Butler will make a recommendation, after the Board awards the bid, of how to proceed. After discussion, Preble-Rish, Inc./County Engineer Smallwood, III appeared before the Board to recommend that the County use lime rock on every road for this bid. Upon inquiry by Commissioner McLemore, Assistant Administrator Hammond reported that if the County uses lime rock on every road, Roberts & Roberts will be the low bidder by approximately \$96,000.00. He discussed his concerns regarding using sandy clay on some of the roads, if it is an alternative. Bob Flowers, President of C. W. Roberts Contracting, Inc. appeared before the Board to discuss his concerns regarding the Bid (#1516-12); stating that they bid according to what was in the bid documents. He stated that he didn't have the information that the County may use a mix of roads (lime rock and sandy clay). Mr. Flowers discussed his concerns regarding lime rock. After discussion, Commissioner McLemore motioned to accept Roberts & Roberts (awarding Bid #1516-12 for the 2015-16 Road Bond Project, in the amount of \$2,972,346.90, low bidder). After

further discussion, Commissioner Barnes seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed 4 to 1, with Commissioner Bryan voting no.

POLICY – CAPITAL PROJECTS FUND

Clerk Norris noted that the Boards previous motion only omitted the word “scrap” but did not move to adopt the policy. Commissioner Quinn then motioned to approve the Capital Project Fund Policy. Commissioner McLemore seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed unanimously.

FINAL PUBLIC HEARING – FIVE YEAR CAPITAL IMPROVEMENT SCHEDULE ORDINANCE

Pursuant to advertise to consider a proposed five year capital improvement schedule ordinance, County Attorney Novak read the proposed ordinance by title. Chairman McDaniel called for public comment. There being no public comment, the Chairman McDaniel closed the Hearing for public discussion. After discussion by County Planner Lowry, Commissioner McLemore motioned to adopt the following Ordinance. Commissioner Quinn seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed unanimously, as follows:

ORDINANCE 2016-03

AN ORDINANCE PER THE REQUIREMENTS OF FLORIDA STATUTE 163.3177(3)(b) TO YEARLY REVIEW AND UPDATE THE GULF COUNTY FIVE-YEAR CAPITAL IMPROVEMENT SCHEDULE; ADOPTING BY REFERENCE THE GULF COUNTY SCHOOL DISTRICT 2015/2016 WORK PLAN; INCORPORATING BY REFERENCE THE UPDATED CONCURRENCY TRACKING DATA; PROVIDING FOR REPEAL OF ORDINANCE IN CONFLICT THEREWITH, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

* Complete Ordinance on file with Clerk *

(End)

QUASI-JUDICIAL HEARING – REVIEW & CONSIDERATION OF P.D.R.B. RECOMMENDATIONS

MINOR SUBDIVISION FINAL PLAT – STEVE OBBISH/FINDLAY SHORES SUBDIVISION

County Planner Lowry introduced a minor subdivision final plat from Steve Obbish (Parcel ID# 06345-100R) requesting a seven (7) unit subdivision located on Cape San Blas Road in Cape San Blas. He reported that the P.D.R.B. recommends to the Board by a 5-0 vote to approve this request. County Attorney Novak discussed calling for any objection to the waiving of the Quasi-Judicial Hearing. Chairman McDaniel called for any objection. There being no objection, Commissioner McLemore motioned to waive the Quasi-Judicial Hearing for Mr. Obbish’s final plat. Commissioner Quinn seconded the motion, and it

passed unanimously. County Attorney Novak stated that the Board can now proceed as a Public Hearing. Jack Husband, of Southeastern Consulting Engineer appeared before the Board to discuss the final plat request; reporting for the record that the D.E.P. permitting will handle the public access matter. Commissioner McLemore motioned to approve minor subdivision final plat of Findlay Shores Subdivision by Steve Obbish (Parcel ID #06345-100R). Commissioner Barnes seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed unanimously.

NON-RESIDENTIAL DEVELOPMENT – SCALLOP REPUBLIC, LLC

County Planner Lowry introduced a request to change from Low Intensity Use to High Intensity Use from Scallop Republic, LLC (Parcel ID #06317-004R) to support an approximate 1,800 sq. ft. commercial business and approval of a two (2 COP) Consuming on Premises beer and wine license. He reported that the P.D.R.B. recommend to the Board by a 3-1 vote, with one board member abstaining to approve the commercial business venture and for allotment of only a beer and wine license. Planner Lowry inquired if anyone had any objection to the waiving of the Quasi-Judicial Hearing. Chairman called for any objection. There being no objection, Commissioner McLemore motioned to waive the Quasi-Judicial Hearing for Scallop Republic, LLC. Commissioner Quinn seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed unanimously. Martha Diaz, an owner of Scallop Republic, LLC appeared before the Board to discuss their application requesting to change from Low Intensity Use to High Intensity Use; reporting that it has always been mixed/commercial use on Cape San Blas Road. Chairman McDaniel called for public comment. There being no public comment, Commissioner McLemore motioned to approve the request to change from Low Intensity Use to High Intensity Use for Scallop Republic, LLC (Parcel ID #06317-004R). Commissioner Barnes seconded the motion, and the motion passed unanimously.

ORDINANCE TO BAN FRACKING

Candice Burgess, of Florida Against Fracking appeared before the Board to request they adopt an ordinance banning fracking. She presented a packet to the Board <copy provided to the Clerk for the record>; discussing the fracking process. Commissioner Bryan motioned to extend Ms. Burgess' time. Commissioner Quinn seconded the motion. Ms. Burgess requested Gulf County join Bay County in passing an ordinance. Commissioner Bryan motioned to allow County Attorney Novak and Chief Administrator Butler to draft an ordinance for the Board's consideration to ban fracking. Commissioner McLemore seconded the motion. Chairman McDaniel called for public comment. There being no public, the motion passed unanimously.

HABITAT CONSERVATION PLAN UPDATE

Ray Lorraine, with Cardno appeared before the Board to provide an update on the HCP (Habitat Conservation Plan); reporting that a public meeting will be held on May 12th at 1:00 p.m., E.T. at the E.O.C. Building to present the second draft of the HCP. He also reported that this draft will be presented to the Board on May 24th for consideration. After discussion by members of the Board, Chief Administrator Butler reported that FWC has

provided an avenue (local match) that will allow for the County to meet our obligation, instead of coming up with \$40,000.00. Chairman McDaniel called for public comment. Pat Hardman, President of the Coast Community Association appeared before the Board to discuss her concerns regarding the first draft of the HCP. She stated that a balance needs to be struck between mice and men without breaking the bank for the County. Ms. Hardman pleaded with the Board to take the time to review the second draft; requesting the second draft be made available to the public prior to the May 12th public meeting.

MSTU

Pat Hardman, President of the Coast Community Association reported that the MSTU (Municipal Service Taxing Unit) passed; thanking the residents on the Peninsula for voting to tax themselves to help save the beach, the County, and the Bay.

There being no further business, and upon motion by Commissioner McLemore, second by Commissioner Barnes, and unanimous vote, the meeting did then adjourn at 11:10 a.m., E.T.

**WARD MCDANIEL
CHAIRMAN**

ATTEST:

**REBECCA L. NORRIS
CLERK OF COURT**

MAY 3, 2016

PORT ST. JOE, FLORIDA

WORKSHOP

The Gulf County Board of County Commissioners and the Port St. Joe Port Authority met this date in a workshop with the following members present: Chairman Ward McDaniel, Vice Chairman Carmen L. McLemore, and Commissioners Joanna Bryan, Sandy Quinn, Jr., and Jerry W. Barnes, Port St. Joe Port Authority Chairman Eugene Raffield, Commissioner Guerry Magidson, Secretary Matt Terry, and Treasurer Jessica Rish.

Others present were: County Attorney Jeremy Novak, Clerk Director of Finance & Management Rhonda Woodward, Clerk Budget & Finance Officer Sherry Herring, Deputy Clerk Leanna Roberts, Chief Administrator Don Butler, Assistant Administrator Michael L. Hammond, Deputy Administrator Kari Summers, Gulf County E.D.C. Director Chris Holley, County Planner Brett Lowry, Gulf County RESTORE Act Coordinator Warren Yeager, Jr., and Port Authority Attorney Thomas Gibson.

County Chairman McDaniel called the meeting to order at 8:06 a.m., E.T.

PORT AUTHORITY LOAN AGREEMENT

County Chairman McDaniel informed everyone that this meeting is a workshop; stating there will not be any votes made; only discussion and working out possible solutions. Port Authority Attorney Gibson reported that the Port Authority noticed this meeting as a Special Meeting just in case the Port Authority needed to vote on an issue. Port Authority Chairman Raffield thanked the Board for holding this meeting; stating the need for better communication between the Port Authority and the County going forward and recognized it had been lacking in the past. He continued; noting the Port as the opportunity for creating jobs, economic growth, and stability for our taxpayers. Port Authority Chairman Raffield stated they are in a good position with the Arizona Chemical property site wherein it well surpasses the value of what they need. He reported that possibly within the next six (6) months people will see things happening and it should make folks more comfortable. With that being said, Port Authority Chairman Raffield reported they have no income at this time and expressed the need to get money to pay off a Deficiency Judgment with Capital City Bank; stating if it doesn't go away, it could terminate their land (Arizona Chemical property). After discussion by Port Authority Chairman Raffield regarding possible funding and benefits of leveraging through the Florida Port Council, Port Authority Attorney Gibson reported that the settlement agreement that was signed with Capital City Bank requires the Port Authority to pay \$200,000.00 by May 20th or additional monies will be assessed; requesting that the County modify their loan agreement, giving the Port Authority a \$200,000.00 advance on the note to pay Capital City Bank. He stated that the County still holds the first mortgage to the Arizona Chemical property; reporting the Port Authority currently owes the County approximately \$375,000.00. Port Authority Attorney Gibson discussed shortening the term of the loan

should the County loan them the additional \$200,000.00. He thanked the Board for their support. Upon request by Port Authority Chairman Raffield, Gulf County E.D.C. Director Holley provided an update on the activity in and around the Port; reporting there are several companies they are talking to and some are interested in leasing property at the old Arizona Chemical site. He reported on local and regional marketing efforts; noting the interest is high but stated these things do take time. Port Authority Chairman Raffield gave additional comments on the future possibilities, needs, and timelines of the Port. He expressed great regard for the County and their past assistance. After a brief discussion about the management and past activity of the Port Authority, County Chairman McDaniel called for public comment. There was no public comment. County Chairman McDaniel then discussed the history of the loan (between the Port Authority and the County), and his concerns regarding the Port Authority having no revenue stream. He inquired whether the Port Authority had any guarantees; discussing his concerns regarding the railroad tracks and noting the St. Joe Company holds the purse strings to developing the Port. County Chairman McDaniel inquired whether the Port Authority had reached out to Leon or Gadsden County for financial support. County Commissioner McLemore thanked the Port Authority Board for their time and what they have tried to do for the Port; recognizing they are volunteers. He stated he has supported the Port over the years but there comes a point when you have to cut it. County Commissioner Bryan agreed with Chairman McDaniel's timeline, adding that an email received on January 27, 2014 from the previous Port Authority Chairman spoke about the Return on Investment (ROI) and having an operational Port by the summer of 2015. She expressed appreciation to the current Port Authority for their efforts, but stated they have a huge hurdle regarding cost to get the Port operational; estimating conservatively \$20 million for the bulkhead, \$40 million for the channel, \$5 million for the rail, and \$10 million or so for other improvements. County Commissioner Bryan stated she stands by her position, noting if the St. Joe Company was ready to have a Port on their property they would come up with the \$200,000.00, having done it before. County Commissioner Barnes stated he had always supported the Port and is willing to support the Port anyway he can; recognizing it is going to take a lot to get it going. County Commissioner Quinn stated he is behind the Port Authority; asking the Board, should they shut the Port down, what the plan is to create jobs. County Chairman McDaniel responded to County Commissioners Quinn's inquiry by stating he doesn't believe the Port is going to shut down; noting, however, the key is the St. Joe Company. After discussion by County Chairman McDaniel about investments, private enterprise, and meeting (financial) obligations, Port Authority Commissioner Magidson stated, being a member for only three (3) months, he believes in the Port Authority Board. He stated he is also a taxpayer and views this as a possible way for County monies to be invested to create and grow jobs in the Community; noting without it, sees only Capital City Bank benefiting from the property be foreclosed. Port Authority Attorney Gibson addressed the environmental concerns regarding the Arizona Chemical site; noting that Arizona Chemical was required to clean the site up. He reported that the Port Authority had environmental studies done and D.E.P. gave the site a clean bill of health. Port Authority Attorney Gibson discussed that by modifying the loan agreement and reducing the term to year 2019, the County would get their money sooner. After discussion, Port Authority Chairman Raffield stated that if the Port Authority obtains a LOI (Letter of Intent) then D.O.T. will release the funds for the rail (to repair the railroad track); reporting that

the St. Joe Company and Genesee & Wyoming will put up part of the match funds for this project. Discussion went back and forth between Chairman's McDaniel and Raffield regarding the loan, timelines, and its potential use. County Commissioner Bryan discussed the loan with Capital City Bank and the private investor that wanted to invest in the Port; reporting the Port Authority refused to accept private funds. She stated that even though they might possibly use the Arizona Chemical property as leverage, the Port Authority could still function without this property. County Commissioner Bryan addressed the Letter of Intent (LOI), noting a Letter of Intent is not enforceable, nor is it a contract; only a tool of the parties intentions. She stated the County is not trying to shut the Port down, only to be good stewards of the taxpayers' money. County Chairman McDaniel called for any further comment. County Commissioner Quinn asked the Board again what other options are there to create jobs in the County if they are not going to rely on the Port. County Chairman McDaniel reported that Mr. (Brian) D'Isernia, the owner of Eastern Shipbuilding is coming to Port St. Joe and reiterated that when the St. Joe Company wants the Port, the Port will come. County Commissioner Bryan responded to how jobs could be created; stating that Government needs to get out of the way and let private businesses create jobs. County Chairman McDaniel reported that the Board has another meeting to attend.

There being no further discussion, the meeting did then adjourn at 9:02 a.m., E.T.

**WARD MCDANIEL
CHAIRMAN**

ATTEST:

**REBECCA L. NORRIS
CLERK OF COURT**

MAY 3, 2016

PORT ST. JOE, FLORIDA

SPECIAL MEETING

The Gulf County Board of County Commissioners met this date in special session with the following members present: Chairman Ward McDaniel, Vice Chairman Carmen L. McLemore, Commissioners Joanna Bryan, Sandy Quinn, Jr., and Jerry W. Barnes.

Others present were: County Attorney Jeremy Novak, Clerk Director of Finance & Management Rhonda Woodward, Clerk Budget & Finance Officer Sherry Herring, Deputy Clerk Leanna Roberts, Chief Administrator Don Butler, Assistant Administrator Michael L. Hammond, Deputy Administrator Kari Summers, Central Services Director Lynn Lanier, Gulf County E.D.C. Director Chris Holley, County Planner Brett Lowry, Gulf County RESTORE Act Coordinator Warren Yeager, Jr., Sheriff Mike Harrison, T.D.C. Executive Director Jennifer Jenkins, and T.D.C. Deputy Director Towan Kopinsky.

Chairman McDaniel called the meeting to order at 9:18 a.m., E.T.

PORT AUTHORITY LOAN AGREEMENT

Chief Administrator Butler discussed the first time the Board loaned money to the Port Authority; stating it is hard to give up money, but if the Board doesn't give the Port Authority the money it may stop any possibility of the Port Authority from obtaining LOIs (Letters of Intent) or potential businesses from coming to town. Should the Board agree to loan the Port Authority \$200,000.00, Chief Administrator Butler recommended they obtain something tangible from the Port Authority. Commissioner McLemore discussed the meeting held prior to this Special Meeting with the Port Authority; stating there is no guarantee that the Board will get the money back. Commissioner McLemore then motioned to deny the request of \$200,000.00 (from the Port Authority). Commissioner Bryan seconded the motion for discussion. Upon inquiry by Commissioner Bryan, County Attorney Novak stated that no action will have the same result as a denial motion. After discussion, Commissioner McLemore withdrew his motion. Commissioner Quinn motioned to approve the loan agreement, including what Chief Administrator Butler talked about. Commissioner Barnes seconded the motion. Upon inquiry by Commissioner Bryan regarding where the \$200,000.00 will come from, Chief Administrator Butler recommended using the final settlement with BP. After discussion, Chairman McDaniel called for public comment. There being no public comment, the motion failed 2 to 3, with Chairman McDaniel and Commissioners McLemore and Bryan voting no.

ST. JOE BAY SCALLOP SEASON

<Commissioner Quinn left the meeting at 9:38 a.m., E.T.> Chairman McDaniel discussed a meeting held by the Florida Wildlife Commission (FWC) regarding scallop season; reporting no decision was made at this meeting <Commissioner Quinn returned to the meeting at 9:40 a.m., E.T.>. Chief Administrator Butler discussed the meeting held by

FWC regarding the scallop season; reporting that the County Attorney has drafted a resolution for the Board's consideration. He recommended they encourage FWC to a compromise by allowing the St. Joe Bay to remain open, but do what needs to be done to preserve the scallop. Commissioner McLemore stated the he does not want to see the scallop season close, but natural will close its own self. He also stated that if we say we are going to close scallop season it will be a disaster for this County with tourism. Commissioner McLemore stated the County needs to get behind the T.D.C. Advisory Board and T.D.C. Executive Director Jenkins to implement a plan. Commissioner Barnes noted the meeting he had with County Attorney Novak and Pat Hardman; stating the County does have options. He discussed his concerns regarding closing the Bay; reporting when St. Andrews closed it was never reopened. Chairman McDaniel discussed harvesting and population of the scallops; stating he doesn't want to see the Bay closed. Commissioner Quinn suggested FWC compromising with the County to possibly push the season back. Commissioner Bryan stated that the discussion is not to close the Bay, it is about the scallop season. T.D.C. Executive Director Jenkins appeared before the Board to state that whatever happens, the County is going to have to get in front of it. She reported that she met with her marketing committee and is forming a Rapid Communications Plan. She stated the messaging needs to be that there is so much to do in the Bay; reporting that people are cancelling their reservations today. Chairman McDaniel called for public comment. Pat Hardman, President of the Coastal Community Association appeared before the Board to thank the Board for holding this meeting; encouraging the Board to pass a resolution today that can be sent to the State Officials. She stated that the resolution will give FWC sufficient compromise so that the Bay will remain open. Ms. Hardman discussed her concerns regarding the scallop and the impact of closing the season would mean for Gulf County. T.D.C. Chairman David Warriner appeared before the Board to address his concerns regarding the scallop season; reporting that businesses are having cancellations even though a decision has not been made by FWC. After discussion by Commissioner McLemore and T.D.C. Chairman Warriner, Doug Kelly, of Highland View appeared before the Board to discuss his concerns regarding the scallop season; stating that the scallop count is very small, but will be bigger in August. He stated that if the season was opened later, it would be better. After discussion by Commissioner McLemore, Mr. Kelly discussed the count of the scallops in the Bay and the moon cycle; requesting that FWC open the season in August. Chairman McDaniel requested that Mr. Kelly go out to the Bay and do some spot checking and report back to the Board his findings. T.D.C. Executive Director Jenkins appeared before the Board to state that she agrees with Mr. Kelly; reminding the Board that in years past the rule has been if July 1st does not fall on a Saturday, FWC opens the scallop season the last Saturday in June. Reggie Patrick, of Jones Homestead appeared before the Board to discuss the meeting held by FWC; reporting that FWC said they would be back. He reported that the Bay is not closing, the discussion is whether or not to close the scallop season. Mr. Patrick recommended the proposed resolution address a size limit, bag limit, and shorter season; stating the County needs to get behind and support the T.D.C. Chairman McDaniel called for public comment. Debbie VanVleet, operator of Happy Ours Kayak & Bike Outpost appeared before the Board to discuss her concerns regarding the scallop season being an economic resource for the County. She asked how they are going to appeal to FWC so they will listen to the local people that know about

the scallops. Chairman McDaniel called for public comment. There being no further comment, Commissioner McLemore motioned to allow T.D.C. Executive Director Jenkins to work with the County Administrator on some additional funds, if needed, to get on top of this (communication plan). After inquiry by Commissioner McLemore, County Attorney Novak discussed T.D.C. bringing back a proposal for the Board to consider. Commissioner McLemore stated that what he is asking the Board is to allow T.D.C. Executive Director Jenkins work with the County Administrator on funding and if she needs additional funding she should have this Board's permission to get it, not waiting until the next regular meeting. After discussion, Commissioner McLemore stated that his motion is to allow T.D.C. Executive Director Jenkins to work with the County Administrator and her council to come up with a plan of action and if she needs additional funds let them find it. Chief Administrator Butler stated to be clear his understanding of Commissioner McLemore's motion is for the Board allow the money to be freed up out of Reserves, or wherever it may be, to get a message out to insure the people that the Bay is still open and invite them to Gulf County. Commissioner McLemore agreed; stating that the Board does not stand in her way at this time. T.D.C. Executive Director Jenkins reported that her marketing dollars for this current fiscal year have been expended; stating she does not know what the cost will be at this time. Commissioner McLemore reported that Chief Administrator Butler can authorize \$50,000.00 without Board approval. Commissioner McLemore requested that the motion be read back for the record. Deputy Clerk Roberts stated Commissioner McLemore motioned to allow T.D.C. Executive Director Jenkins to work with the County Administrator and her T.D.C. Board on a plan of action and approve additional funding, if needed. Commissioner Barnes seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed unanimously. Upon request by Chairman McDaniel, County Attorney Novak read the proposed resolution for the Board's consideration. After discussion by members of the Board, Commissioner Barnes motioned to adopt the following Resolution. Commissioner Bryan seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed unanimously, as follows:

RESOLUTION NO. 2016-07

A RESOLUTION OF THE GULF COUNTY BOARD OF COUNTY COMMISSION, STATE OF FLORIDA, SUPPORTING THE PROTECTION OF THE ST. JOSEPH BAY AND ITS NATURAL RESOURCES INCLUDING THE STABILITY OF ITS SCALLOP POPULATION THROUGH A COOPERATIVE STATE AND LOCAL EFFORT WITH COORDINATED CAMPAIGNS OF PRESERVATION AND PUBLIC INFORMATION TO MAINTAIN AND FURTHER PROMOTE THE HEALTH OF ST. JOSEPH BAY AND ITS SCALLOPS FOR CURRENT AND FUTURE GENERATIONS.

Complete Resolution on file with Clerk

(End)

There being no further business, and upon motion by Commissioner McLemore, second by Commissioner Quinn, and unanimous vote, the meeting did then adjourn at 10:39 a.m., ET.

**WARD MCDANIEL
CHAIRMAN**

ATTEST:

**REBECCA L. NORRIS
CLERK OF COURT**



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05/18/2016 09:26
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GULF COUNTY BCC
AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 00100

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FOR: Uncleared

CHECK # CHECK DATE TYPE CLEARED BATCH CLEAR DATE

VENDOR NAME UNCLEARED

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3911	04/07/2016	WIRE	ELECTRONIC FEDERAL TAX PA	51,151.23
3912	04/07/2016	WIRE	NATIONWIDE RETIREMENT SOL	3,956.50
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3916	04/08/2016	WIRE	DEPT COMMUNITY AFFAIRS	407.43
3917	04/08/2016	WIRE	PUBLIC RISK MANAGEMENT OF	99,041.64
3918	04/08/2016	WIRE	AMERICAN FIDELITY ASSURAN	6,444.18
3919	04/12/2016	WIRE	THE STANDARD INSURANCE CO	2,351.84
3920	04/14/2016	WIRE	FLORIDA DEPT. OF REVENUE	303.13
3922	04/15/2016	WIRE	CENTENNIAL BANK	868.81
3923	04/19/2016	WIRE	BD.CO.COMMISSIONERS P/R	133,017.65
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3943	04/21/2016	WIRE	BOARD COUNTY COMMISSIONER	10,227.44
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3945	04/29/2016	WIRE	BOARD COUNTY COMMISSIONER	61,767.56
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109098	04/01/2016	PRINTED	ST JOE NATURAL GAS CO	1,185.60
109099	04/01/2016	PRINTED	SOUTHERN CLEANING SUPPLY	212.32
109100	04/01/2016	PRINTED	WALLACE PUMP & SUPPLY	38.68
109101	04/01/2016	PRINTED	CITY OF WEWAHITCHKA	730.12
109102	04/01/2016	PRINTED	COFFMAN INTERNATIONAL	1,383.92
109103	04/01/2016	PRINTED	HOLLEY INC.	388.62



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FOR CASH ACCOUNT: 00100 10110

FOR: Uncleared

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109126	04/01/2016	PRINTED	003504 5 STAR COLLISION CENTRE,			47,480.00	
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						39,965.00	



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GULF COUNTY BCC
AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 00100 10110

FOR: Uncleared

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109162	04/12/2016	PRINTED	004360 FLORIDA COMBINED LIFE	5,136.67			
109163	04/12/2016	PRINTED	004659 REBECCA L. NORRIS	15.95			
109164	04/14/2016	PRINTED	002340 COSTIN AND COSTIN	4,802.65			
109165	04/18/2016	PRINTED	000101 ACTION FIRE & SAFETY	2,500.00			
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109181	04/18/2016	PRINTED	000336 KENDALL MURPHY	11,044.25			
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109195	04/18/2016	PRINTED	001162 TEK DISTRIBUTORS, INC.	765.00			
109196	04/18/2016	PRINTED	001177 SOUTHERN EARTH SCIENCES,	1,102.90			
109197	04/18/2016	PRINTED	001318 MIZE PLUMBING, GLASS AND	150.00			
109198	04/18/2016	PRINTED	001401 WARREN J. YEAGER	11.50			
109199	04/18/2016	PRINTED	001429 LEROY HILL COFFEE COMPANY	227.84			
109200	04/18/2016	PRINTED	001587 HEIMAN FIRE EQUIPMENT	50.00			
109201	04/18/2016	PRINTED	001604 MARSHALL NELSON	407.44			
109202	04/18/2016	PRINTED	001612 DEPT. BUSINESS PROF. REGULA	755.36			
109203	04/18/2016	PRINTED	001643 BAYSIDE LUMBER & BUILDING	229.86			
109204	04/18/2016	PRINTED	001648 HARRIS BUSINESS MACHINES	1,152.55			
109205	04/18/2016	PRINTED	001731 HAROLDS AUTO PARTS	99.60			
109206	04/18/2016	PRINTED	001731 HAROLDS AUTO PARTS	284.81			
109207	04/18/2016	PRINTED	001731 HAROLDS AUTO PARTS				
109208	04/18/2016	PRINTED	001967 SAFETY ZONE SPECIALISTS				



P 4
apchkrcn

05/18/2016 09:26
838dlyle | GULF COUNTY BCC
AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 00100 10110

FOR: Uncleared

CHECK # CHECK DATE TYPE VENDOR NAME UNCLEARED CLEARED BATCH CLEAR DATE

109209	04/18/2016	PRINTED	001983 CALHOUN COUNTY BOARD	10,462.16			
109210	04/18/2016	PRINTED	002029 DUREN'S PIGGLY WIGGLY	63.42			
109211	04/18/2016	PRINTED	002198 LAURA TAYLOR	109.78			
109212	04/18/2016	PRINTED	002258 MARIANNA AUTO PARTS	1,563.72			
109213	04/18/2016	PRINTED	002619 ST. JOSEPH BAY HUMANE SOC	1,044.00			
109214	04/18/2016	PRINTED	002638 G & C SUPPLY CO., INC.	46.02			
109215	04/18/2016	PRINTED	002657 CHIEF/ LAW ENFORCEMENT SU	629.90			
109216	04/18/2016	PRINTED	002895 ESRI	1,900.00			
109217	04/18/2016	PRINTED	003017 BO KNOWS PEST CONTROL	130.00			
109218	04/18/2016	PRINTED	003136 PEAVY & SON CONSTRUCTION	2,017.00			
109219	04/18/2016	PRINTED	003204 DEWAYNE STRADER	50.00			
109221	04/18/2016	PRINTED	003484 OFFICE DEPOT, INC	305.05			
109222	04/18/2016	PRINTED	003764 COASTAL DESIGN & LANDSCAP	90.00			
109223	04/18/2016	PRINTED	003889 BUSINESS OUTFITTERS BY LA	256.78			
109224	04/18/2016	PRINTED	004047 QUADMED, INC.	170.00			
109225	04/18/2016	PRINTED	004065 COMBINED INSURANCE SERVIC	1,600.00			
109226	04/18/2016	PRINTED	004160 UNIFIRST CORPORATION	371.05			
109227	04/18/2016	PRINTED	004160 UNIFIRST CORPORATION	37.20			
109228	04/18/2016	PRINTED	004249 STATE OF FLORIDA	3,289.00			
109229	04/18/2016	PRINTED	004459 GRAYBAR	762.17			
109230	04/18/2016	PRINTED	004490 JACKSONVILLE SOUND COMMUN	340.00			
109231	04/18/2016	PRINTED	004495 BOUND TREE MEDICAL, LLC	1,788.05			
109232	04/18/2016	PRINTED	004553 J.V. GANDER, DISTRIBUTORS	419.45			
109233	04/18/2016	PRINTED	004553 J.V. GANDER, DISTRIBUTORS	15,510.20			
109234	04/18/2016	PRINTED	004553 J.V. GANDER, DISTRIBUTORS	41.93			
109235	04/18/2016	PRINTED	004553 J.V. GANDER, DISTRIBUTORS	218.58			
109236	04/18/2016	PRINTED	004566 FLORIDA HOSE & RUBBER	42.50			
109237	04/18/2016	PRINTED	004568 MEDIACOM	154.73			
109238	04/18/2016	PRINTED	004568 MEDIACOM	109.95			
109239	04/18/2016	PRINTED	004568 MEDIACOM	154.20			
109240	04/18/2016	PRINTED	004598 LEGAL SERVICES NORTH FLOR	566.56			
109241	04/18/2016	PRINTED	004599 SUWANNEE RIVER SUPPLY, IN	288.16			
109242	04/18/2016	PRINTED	004660 RAMSEYS' PRINTING & OFFIC	448.62			
109243	04/18/2016	PRINTED	004659 REBECCA L. NORRIS	1,034.43			
109244	04/18/2016	PRINTED	004736 MARK COTHAN	27.71			
109245	04/18/2016	PRINTED	004785 S & W HEALTHCARE CORPORAT	751.96			
109246	04/18/2016	PRINTED	004820 MILLER HEATING & AIR COND	5,116.00			
109247	04/18/2016	PRINTED	004845 WILLIAMS COMMUNICATIONS,	129.30			
109248	04/18/2016	PRINTED	004964 NEECE TIRE & AUTO SERVICE	1,971.68			
109249	04/18/2016	PRINTED	005069 COASTAL METAL ROOFING, IN	2,199.31			
109250	04/18/2016	PRINTED	005123 FIRST IN SERVICES, LLC	2,562.31			
109251	04/18/2016	PRINTED	005261 SYSCO-GULF COAST SERVICES	5,235.53			
109252	04/18/2016	PRINTED	005264 FAIRPOINT COMMUNICATIONS	47.19			
109253	04/18/2016	PRINTED	005429 GULF STATE CHEMICAL & WE	350.70			
109254	04/18/2016	PRINTED	005434 DERMATEC DIRECT	239.49			
109255	04/18/2016	PRINTED	005445 EMS CONSULTANTS, LTD	3,739.84			
109256	04/18/2016	PRINTED	005614 RELIABLE COPY PRODUCTS	91.09			
109257	04/18/2016	PRINTED	005640 ST. JOE ELECTRIC SUPPLY	1,214.16			
109258	04/18/2016	PRINTED	005684 VERIZON WIRELESS	2,486.86			
109259	04/18/2016	PRINTED	005684 VERIZON WIRELESS	50.48			
109260	04/18/2016	PRINTED	005684 VERIZON WIRELESS	41.44			
109261	04/18/2016	PRINTED	005930 NOVAK LAW GROUP, PLLC	107.03			



05/18/2016 09:26
838dlyle

GULF COUNTY BCC
AP CHECK RECONCILIATION REGISTER

P 5
apchkrcc

FOR CASH ACCOUNT: 00100 10110

FOR: Uncleared

CHECK # CHECK DATE TYPE VENDOR NAME UNCLEARED CLEARED BATCH CLEAR DATE

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
109262	04/18/2016	PRINTED	ROBERSON & ASSOCIATES, P.	15,000.00			
109263	04/18/2016	PRINTED	ROK TECHNOLOGIES, LLC	400.00			
109264	04/18/2016	PRINTED	GULF COAST STATE COLLEGE	738.31			
109265	04/18/2016	PRINTED	BRETT C LOWRY	525.30			
109266	04/18/2016	PRINTED	POLICE LEGAL SCIENCES, IN	960.00			
109267	04/18/2016	PRINTED	THE STAR	24.38			
109268	04/18/2016	PRINTED	GOV CONNECTION, INC	368.16			
109269	04/18/2016	PRINTED	GORDON TRACTOR, INC	1,677.19			
109270	04/18/2016	PRINTED	RENTAL, LLC	3,987.44			
109271	04/18/2016	PRINTED	CANON SOLUTIONS AMERICA,	142.60			
109272	04/18/2016	PRINTED	DUKE ENERGY FLORIDA, INC.	783.33			
109273	04/18/2016	PRINTED	BAYSOLUTIONS, INC	3,000.00			
109274	04/18/2016	PRINTED	GOOGLE INC.	16,700.62			
109275	04/18/2016	PRINTED	WASTE PRO OF FLORIDA, INC	543.00			
109276	04/18/2016	PRINTED	PWR WINDSHIELDS & GLASS	240.00			
109277	04/18/2016	PRINTED	GREGORY P. WHITTINGTON	45.00			
109278	04/18/2016	PRINTED	ROBERTS & ROBERTS, INC	260,442.97			
109279	04/18/2016	PRINTED	CLARENCE RAYFORD BODREY	134.69			
109280	04/18/2016	PRINTED	DIGITAL DOLPHIN SUPPLIES	359.00			
109281	04/18/2016	PRINTED	SHERMANS TRAVEL LLC	5,000.00			
109282	04/18/2016	PRINTED	SHIRLEY JENKINS	180.07			
109283	04/18/2016	PRINTED	SHIRLEY JENKINS	38.80			
109284	04/18/2016	PRINTED	SHIRLEY JENKINS	38.80			
109285	04/21/2016	PRINTED	INT. UNION OF OPER. ENG.	175.75			
109286	04/21/2016	PRINTED	UNIFIRST CORPORATION	262.04			
109287	04/21/2016	PRINTED	UNITED WAY OF NORTHWEST F	52.00			
109288	04/21/2016	PRINTED	U.S. DEPARTMENT OF THE TR	194.25			
109289	04/22/2016	PRINTED	GCEC	1,496.71			
109290	04/22/2016	PRINTED	LYN WAYMIRE	2,339.43			
109291	04/22/2016	PRINTED	05264 674 - FAIRPOINT COMMUNICA	2,708.21			
109292	04/22/2016	PRINTED	FAIRPOINT COMMUNICATIONS	198.93			
109293	04/22/2016	PRINTED	DUKE ENERGY FLORIDA, INC.	161.88			
109294	04/22/2016	PRINTED	DUKE ENERGY FLORIDA, INC.	10,775.75			
109295	04/28/2016	PRINTED	GULF COUNTY SHERIFFS	209,141.10			
109297	04/28/2016	PRINTED	PREBLE-RISH HOLDINGS LLC	57,318.80			
109298	04/28/2016	PRINTED	COSTIN AND COSTIN	7,500.00			
109299	04/28/2016	PRINTED	COSTIN AND COSTIN	7,500.00			
109300	04/28/2016	PRINTED	JERRY W. BARNES	265.42			
109301	04/28/2016	PRINTED	CARMEN L. MCLEMORE	400.00			
109302	04/28/2016	PRINTED	COAST2COAST PRINTING	2,527.50			
109303	04/28/2016	PRINTED	MEDIACOM	199.95			
109304	04/28/2016	PRINTED	BENJAMIN GUTHRIE	50.00			
109305	04/28/2016	PRINTED	CATHEY CONSTRUCTION & DEV	38,348.55			
109306	04/28/2016	PRINTED	FAIRPOINT COMMUNICATIONS	431.96			
109307	04/28/2016	PRINTED	WARD MCDANIEL	400.00			
109308	04/28/2016	PRINTED	NOVAK LAW GROUP, PLLC	15,245.00			
109309	04/28/2016	PRINTED	XEROX CORPORATION	81.99			
109310	04/28/2016	PRINTED	XEROX CORPORATION	123.16			
109311	04/28/2016	PRINTED	XEROX CORPORATION	123.79			
109312	04/28/2016	PRINTED	XEROX CORPORATION	203.05			
109313	04/28/2016	PRINTED	XEROX CORPORATION	135.96			
109314	04/28/2016	PRINTED	XEROX CORPORATION	235.81			



05/18/2016 09:26
838dlyle

GULF COUNTY BCC
AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 00100
10110

CHECK # CHECK DATE TYPE VENDOR NAME

UNCLEARED

CLEARED BATCH CLEAR DATE

FOR: Uncleared

UNCLEARED

266 CHECKS CASH ACCOUNT TOTAL

.00

109315 04/28/2016 PRINTED 005946 GARY M. PABLO, MD 833.33

109316 04/28/2016 PRINTED 006285 PAUL, WILLIAM J 718.98

109317 04/28/2016 PRINTED 006406 RONALD E MAYHANN 435.01

109318 04/28/2016 PRINTED 006433 SANDY QUINN 181.70

109319 04/28/2016 PRINTED 006516 ROBERTS & ROBERTS, INC 33,075.00

109925 04/22/2016 PRINTED 000151 GULF COAST ELECTRIC 339.43

266 CHECKS CASH ACCOUNT TOTAL 2,081,854.63

.00



P 7
apchkrca

05/18/2016 09:26
838dlyle

GULF COUNTY BCC
AP CHECK RECONCILIATION REGISTER

	UNCLEARED	CLEARED
266 CHECKS		
FINAL TOTAL	2,081,854.63	.00

** END OF REPORT - Generated by Darla Lyle **

Kari Summers

From: Mark Cothran
Sent: Friday, May 13, 2016 1:29 PM
To: Kari Summers; Don Butler; Michael Hammond
Cc: Lee Collinsworth
Subject: LMA's for Consent Agenda for May 24, 2016 Reg. Board Meeting
Attachments: J. David Bidwell Taunton Family Road LMA.pdf; Taunton Family Children's Home 240 Norman Jackson Rd. Ditch LMA.pdf

Please add these to the consent agenda for the May 24, 2016 Regular Board Meeting.
Thank you.
MC

Mark Cothran
Director, Gulf County Public Works
Director, Gulf County Mosquito Control
President, Florida Mosquito Control Association
1001 Tenth St.
Port St. Joe, Florida 32456
850-227-1401 wk.
850-229-9521 fax
850-227-4247 cell
mcothran@gulfcountry-fl.gov

GULF COUNTY
2016 MAY 13 PM 1:42
BOARD OF COUNTY
COMMISSIONERS

LIMITED MAINTENANCE AGREEMENT BETWEEN
GULF COUNTY, FLORIDA
AND
J. DAVID & BETTY L. BIDWELL / TAUNTON FAMILY ROAD

THIS AGREEMENT made and entered into as of this _____ day of May, 2016 by and between **Gulf County Board of County Commissioners, Gulf County, Florida, ("County")** and **J. David and Betty Bidwell, ("Owner")** at 180 Kyes Lane, Wewahitchka, Gulf County, Florida (Parcel Id No. 00685-050R). County and Owner, collectively ("the parties") in consideration of the mutual covenants set forth, make the following agreement, covenants and representations concerning the matter:

WHEREAS, the Owner and County have discussed the issue of addressing the limited maintenance of the dirt roadway Taunton Family Road on the Owner's parcel that has continued to present public safety issues; and

WHEREAS, the Owner and County collectively seeking to find a resolution to the road have deemed the public interest and safety for persons and property to be issues confronting those neighboring properties and the public benefits of continuing the maintenance and upkeep of this subject area along the area of road as defined above; and

WHEREAS, the County at its May 24, 2016 regular board meeting affirmed its approval of a limited maintenance agreement with J. David and Betty L. Bidwell as well as introduced and voted to approve the limited maintenance services and memorialized by this agreement, whereby providing authority to County officials to provide the planning, labor, equipment and removal or repair services necessary for the continued maintenance with the prior acknowledgment, authorization and proper release provided by the Owner herein stated.

NOW, THEREFORE the parties make the following agreement, covenants and representations concerning the matter set forth herein:

1. J. David and Betty L. Bidwell as the owner of Parcel #00685-050R, 180 Kyes Lane, Wewahitchka, Gulf County, Florida has hereby agreed to the limited maintenance to be conducted on Taunton Family Road. (Attached hereto for reference is a Gulf County Tax Appraiser's website aerial of the property and the identified approximate area for maintenance and/or repair).
2. That damage and remedial work to be conducted notwithstanding, the Owner has authorized Gulf County officials access to and on the Owner's property.
3. Owner hereby authorizes the placement of the material, workers and equipment as directed by Gulf County to conduct the remediation and maintenance work on the subject areas of the Owner's property.
4. In consideration of placement of said material, equipment, workers and the maintenance, repair or grading along the identified areas, Owner hereby voluntarily assumes all risks of loss or damage of any type that may arise due to or during the course of the repair and maintenance work on these areas of the property.
5. Owner agrees to release, hold harmless and indemnify Gulf County, Florida, from any loss, damage, liability, claim or expense, including damages to real or personal property, injury or death, arising from, or in connection with the remedial work, maintenance work and ancillary efforts and services conducted in the performance of this limited maintenance agreement on the subject property.
6. Owner hereby acknowledges that this agreement is for the limited maintenance, repair and or removal along the subject

16 MAY 18 PM 12:05
FILED FOR RECORD
REBECCA L. MORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA

property and shall continue exclusively by County officials for this designated area of concern that meets the express condition of benefiting the public interests and safety concerns emphasized by the Board of County Commission and its staff.

- 7. Owner hereby warrants that he is the legal owner of the property identified above and has the exclusive right to execute this agreement.

THE COUNTY:

THE OWNER

J. David and Betty L. Bidwell

Signature: _____
Donald Butler, County Administrator
Gulf County Board of County Comm.
1000 C. G. Costin Sr., Blvd.
Port St. Joe, FL 32456

Signature: _____
Address of Owner: _____

Date:

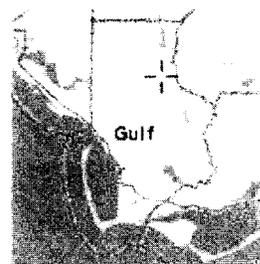
Date:



Gulf County Property Appraiser

Parcel: 00685-050R Acres: 6.71

Name:	BIDWELL J DAVID & BETTY L	Land Value	20,130
Site:		Building Value	0
Sale:		Misc Value	0
	180 KYES LANE	Just Value	20,130
	WEWAHITCHKA, FL 32465	Assessed Value	20,130
Mail:		Exempt Value	0
		Taxable Value	20,130



The Gulf County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER GULF COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS ---THIS IS NOT A SURVEY---

Date printed: 05/13/16 : 13:00:32

May 3, 2016

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

Re: Assignment of Preble-Rish Inc. Agreements to Dewberry Engineers Inc.

Dear Mr. Butler:

On April 6, 2016, the entire Preble-Rish Inc. staff and operations joined Dewberry Engineers Inc. As part of the transaction, Preble-Rish transferred its professional services agreements to Dewberry Engineers Inc., subject to client consent. This letter is a request for consent to the assignment of agreements between Gulf County and Preble-Rish Inc. to Dewberry Engineers Inc. as per the requirements of the below referenced Professional Services Agreements (PSAs).

The staff and points of contact that served you at Preble-Rish Inc. will remain unchanged. That same staff will also now have available to them the additional resources of Dewberry Engineers Inc. Going forward, the branch offices will operate under the name Dewberry Engineers Inc. d/b/a Dewberry | Preble-Rish.

The following current agreements between Gulf County and Preble-Rish Inc. are to be assigned:

- Professional Services Agreement executed April 13, 1993
- Saul's Creek Boat Ramp Improvements (PRI Project Number 003.235)
- Troy Deal Park (PRI Project Number 003.245)
- Buckhorn Site Assessment Report (PRI Project Number 003.258)
- Stumphole Revetment Phase VII Design & Permitting, FEMA Project Number 4068-15-R (PRI Project Number 003.259)
- 2014 C.R. 30A SCRAP Task Order effective 10/28/2014 (PRI Project Number 003.262)
- Task Order for Widening and Resurfacing of 2.95 miles of C.R. 30B Project (FDOT FPID No. 433353-1-58-01) from C.R. 30A to the Indian Pass Boat Ramp for Gulf County (PRI Project Number 003.263)
- 2014 Jarrots Daniels Road SCOP (PRI Project Number 003.265)
- Five Point Landfill Closure Permitting (PRI Project Number 003.266)

FILED FOR RECORD
REBECCA L. MORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
16 MAY 18 PM 12:01

CONSENT
DATE: 5/24/16 LL

Mr. Butler
 Assignment letter - Gulf County
 Multiple projects
 May 3, 2016

- Lake Grove Road Bridge Repair (PRI Project Number 003.267)
- Professional Services Agreement (PSA) between Gulf County and Preble-Rish, Inc. for 2015 County Road Bond Paving Projects and associated Task Orders effective 7/28/2015 (PRI Project Number 003.269)
- Old Bay City Road Phase III (PRI Project Number 003.270)
- County Road 5 SCOP FPID 410406-2-54-01 effective 1/15/2016 (PRI Project Number 003.271)
- Atlantic Street SCRAP (PRI Project Number 003.272)
- Stone Mill Creek Fire Station (PRI Project Number 003.274)

This assignment is strictly for the above listed agreements between Gulf County and Preble-Rish Inc. under which Dewberry Engineers Inc. will acquire all rights, interests and obligations of Preble-Rish Inc. under the agreements arising out of or related to Dewberry's performance under the agreements on and after April 6th, 2016, the effective date of the assignment. Dewberry Engineers Inc. is a New York corporation registered to do business in the State of Florida. Its Federal Tax Identification Number is: 13-0746510.

Preble-Rish Inc. respectfully requests your consent, acknowledgement and agreement to the assignment of the above-referenced agreements by signing this letter and returning it to the attention of Clay Smallwood at csmallwood@dewberry.com.

Additionally, a certificate of insurance will be provided under separate cover if required under the subject agreement.

If you have a question about this request or need additional documentation, please call Clay Smallwood at 850.227.7200.

Sincerely,

Preble-Rish Inc.



By: Clifford D. Wilson III
 Title: Vice President

Dewberry Engineers Inc.



By: Darren Conner
 Title: President, Southeast

Mr. Butler
Assignment letter - Gulf County
Multiple projects
May 3, 2016

CONSENTED, ACKNOWLEDGED AND AGREED TO:

Gulf County

Signature

By: _____

Title: _____

Date: _____

Kari Summers

From: Mark Cothran
Sent: Friday, May 13, 2016 1:29 PM
To: Kari Summers; Don Butler; Michael Hammond
Cc: Lee Collinsworth
Subject: LMA's for Consent Agenda for May 24, 2016 Reg. Board Meeting
Attachments: J. David Bidwell Taunton Family Road LMA.pdf; Taunton Family Children's Home 240 Norman Jackson Rd. Ditch LMA.pdf

Please add these to the consent agenda for the May 24, 2016 Regular Board Meeting.
 Thank you.
 MC

Mark Cothran
 Director, Gulf County Public Works
 Director, Gulf County Mosquito Control
 President, Florida Mosquito Control Association
 1001 Tenth St.
 Port St. Joe, Florida 32456
 850-227-1401 wk.
 850-229-9521 fax
 850-227-4247 cell
mcothran@gulfcountry-fl.gov

GULF COUNTY
 2016 MAY 13 PM 1:42
 BOARD OF COUNTY
 COMMISSIONERS

LIMITED MAINTENANCE AGREEMENT BETWEEN
GULF COUNTY, FLORIDA
AND
TAUNTON FAMILY CHILDREN'S HOME / 240 NORMAN JACKSON RD.

THIS AGREEMENT made and entered into as of this ____ day of May, 2016 by and between **Gulf County Board of County Commissioners, Gulf County, Florida, ("County")** and **Taunton Family Children's Home, ("Owner")** at 240 Norman Jackson Rd., Wewahitchka, Gulf County, Florida (Parcel Id No. 00688-000R). County and Owner, collectively ("the parties") in consideration of the mutual covenants set forth, make the following agreement, covenants and representations concerning the matter:

WHEREAS, the Owner and County have discussed the issue of addressing the drainage ditch on Parcel Id No. 00688-000R in the northwest area of the Owner's parcel that has continued to present public safety issues; and

WHEREAS, the Owner and County collectively seeking to find a resolution to the ditch have deemed the public interest and safety for persons and property to be issues confronting those neighboring properties and the public benefits of continuing the maintenance and upkeep of this subject area along the northwest corner of the parcel as defined above; and

WHEREAS, the County at its May 24, 2016 regular board meeting affirmed its approval of a limited maintenance agreement with Taunton Family Children's Home as well as introduced and voted to approve the limited maintenance services and memorialized by this agreement, whereby providing authority to County officials to provide the planning, labor, equipment and removal or repair services necessary for the continued maintenance with the prior acknowledgment, authorization and proper release provided by the Owner herein stated.

NOW, THEREFORE the parties make the following agreement, covenants and representations concerning the matter set forth herein:

1. Taunton Family Children's Home as the owner of Parcel #00688-000R, 240 Norman Jackson Rd., Wewahitchka, Gulf County, Florida has hereby agreed to the limited maintenance to be conducted on and around drainage ditch of his property and in and around/along the northwest corner of the parcel. (Attached hereto for reference is a Gulf County Tax Appraiser's website aerial of the property and the identified approximate area for maintenance and/or repair).
2. That damage and remedial work to be conducted notwithstanding, the Owner has authorized Gulf County officials access to and on the Owner's property.
3. Owner hereby authorizes the placement of the material, workers and equipment as directed by Gulf County to conduct the remediation and maintenance work on the subject areas of the Owner's property.
4. In consideration of placement of said material, equipment, workers and the maintenance, repair or removal of debris along the identified areas, Owner hereby voluntarily assumes all risks of loss or damage of any type that may arise due to or during the course of the repair and maintenance work on these areas of the property.
5. Owner agrees to release, hold harmless and indemnify Gulf County, Florida, from any loss, damage, liability, claim or expense, including damages to real or personal property, injury or death, arising from, or in connection with the remedial work, maintenance work and ancillary efforts and services conducted in the performance of this limited maintenance agreement on the subject property.

16 MAY 18 PM 12:04
FILED FOR RECORD
REBECCA L. MORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA

- 6. Owner hereby acknowledges that this agreement is for the limited maintenance, repair and or removal along the subject property and shall continue exclusively by County officials for this designated area of concern that meets the express condition of benefiting the public interests and safety concerns emphasized by the Board of County Commission and its staff.
- 7. Owner hereby warrants that he is the legal owner of the property identified above and has the exclusive right to execute this agreement.

THE COUNTY:

Signature: _____
 Donald Butler, County Administrator
 Gulf County Board of County Comm.
 1000 C. G. Costin Sr., Blvd.
 Port St. Joe, FL 32456

Date:

THE OWNER

Taunton Family Children's Home

Signature: _____

Address of Owner: _____

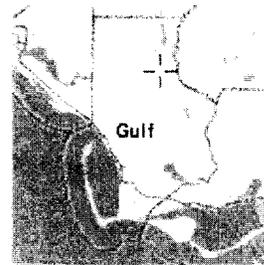
Date:



Gulf County Property Appraiser

Parcel: 00688-000R Acres: 54

Name:	TAUNTON FAMILY CHILDREN'S HOME	Land Value	81,000
Site:	240 NORMAN JACKSON RD	Building Value	269,838
Sale:	90,000 on 10-1990 Reason=Q Qual=Y	Misc Value	25,824
	INC	Just Value	376,662
	PO BOX 870	Assessed Value	376,662
Mail:	WEWAHITCHKA, FL 324650870	Exempt Value	376,662
		Taxable Value	0



The Gulf County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER GULF COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS ---THIS IS NOT A SURVEY---
 Date printed: 05/13/16 : 13:02:17

BOARD OF COUNTY COMMISSIONERS
GULF COUNTY, FLORIDA
CHIEF ADMINISTRATOR'S OFFICE

43

Donald Butler, Chief Administrator
1000 CECIL G. COSTIN SR. BLVD., ROOM 302, PORT ST. JOE, FLORIDA 32456
PHONE (850)229-6106/639-6700 • FAX (850) 229-9252 • EMAIL: dbutler@gulfcounty-fl.gov
DATE AND TIME OF MEETINGS • FOURTH TUESDAY AT 9:00 A.M., E.T.

MEMORANDUM

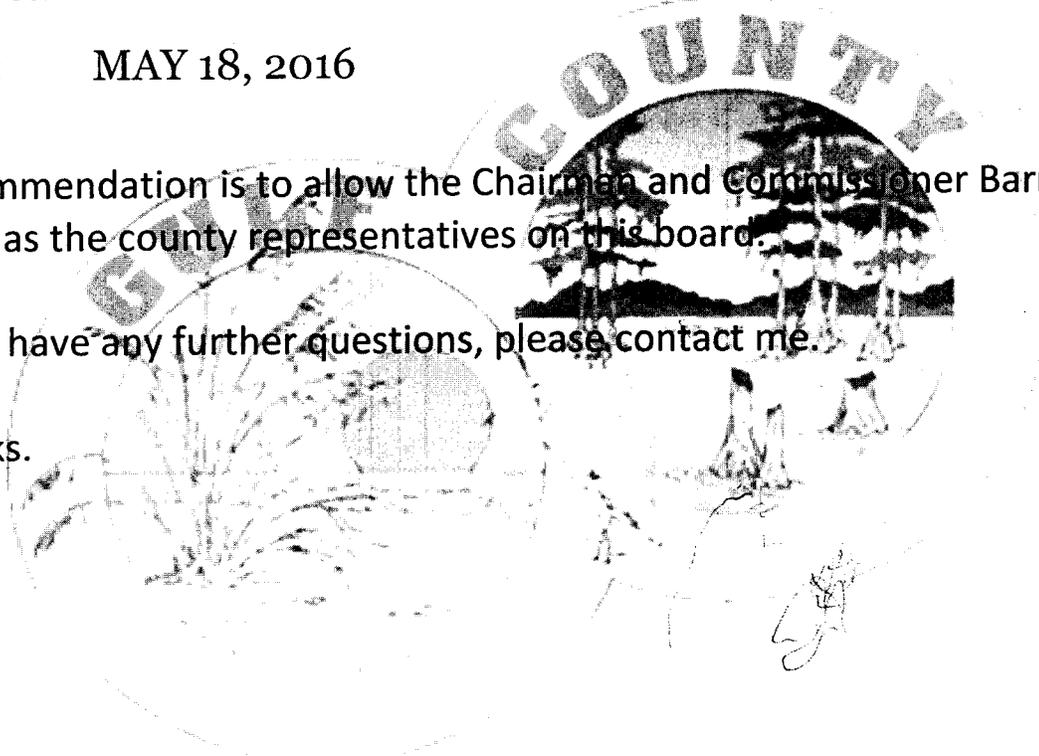
FILED FOR RECORD
REBECCA L. NORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
16 MAY 18 PM 12: 09

To: BOARD OF COUNTY COMMISSIONERS
From: LYNN LANIER
Subject: BAY REGIONAL TRANSPORTATION PARTNERSHIP
Date: MAY 18, 2016

Recommendation is to allow the Chairman and Commissioner Barnes to serve as the county representatives on this board.

If you have any further questions, please contact me.

Thanks.



CARMEN L. McLEMORE
District 1

WARD McDANIEL
District 2

JOANNA BRYAN
District 3

SANDY QUINN
District 4

JERRY W. BARNES
District 5

43

CONSENT
DATE 5/24/16 LL

GULF COUNTY PUBLIC WORKS

1001 Tenth St.
Port St. Joe, Florida 32456
Phone (850) 227-1401 Fax (850) 229-9521
publicworks@gulfcountry-fl.gov



Memorandum

To: Gulf County Board of County Commissioners
From: Lee Collinsworth
Date: May 17, 2016
Re: Request to sell junk vehicles

FILED FOR RECORD
REBECCA L. NORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
16 MAY 18 PM 12:05

Public Works requests the Gulf County Board of County Commissioners permission to sell the attached list of junk vehicles. This will be done by advertising through a legal ad requesting to receive sealed bids.

**1 – 1994 Ford F-150 2WD Truck
VIN#: 2FTEF15Y3RCA78335**

**1 – 1999 Dodge Ram 4WD Truck
VIN#: 1B7HF16Y6XS228166**

**1 – 2003 Ford E350 Van
VIN#: 1FBSS31L73HA25341**

**1 – 1986 International Flatbed
VIN#: 1HTLAHGA32283**

**1 – 1997 Chevy K1500 4WD Truck
VIN#: 1GCEK14MXVZ209266**

**1 – 2001 Dodge 3500 Van
VIN#: 2B5WB35Z71K522484**

**1 – 1984 Ford Patch Truck
VIN#: 1FTDNF70H1EVA53489**

**1 – 1995 Ford F-150 2WD Truck
VIN#: 1FTDF15Y0SNB27762**

**1 – 1999 Ford E350 Van
VIN#: 1FBSS31S9XHA13690**

**1 – 1996 Dodge Caravan
VIN#: 2B4FP253XTR733488**

**1 – 1999 Dodge Truck 2WD
VIN#: 1B7HC16X2XS103648**

**1 – 1995 Ford Van
VIN#: 1FMEE11H0SHA67151**

**1 – 1996 Ford New Holland Tractor
SER#: 353437M**

**1 – 1997 Ford New Holland Tractor
SER#: 355497M**

1 – Yellow Cement Mixer



MEMORANDUM

TO: GULF COUNTY BOCC
FROM: TOWAN
DATE: MAY 2, 2016
TOPIC: INVENTORY

FILED FOR RECORD
REBECCA L. NORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
16 MAY 18 AM 11:57

Gulf County TDC is hereby requesting permission to advertise to receive bids to sell our 2014 Polaris Ranger and Trailer (inventory items #230-33 & #230-34). As this is relatively new equipment, we will have a minimum bid amount according to the NADA pricing guidelines. We would also like to use the proceeds from the sale to purchase another vehicle for TDC as we recently junked/sold 2 of our oldest trucks.

Consent 5/24/16

CONSENT
DATE 5/24/16 LL

BOARD OF COUNTY COMMISSIONERS
GULF COUNTY, FLORIDA
CHIEF ADMINISTRATOR'S OFFICE

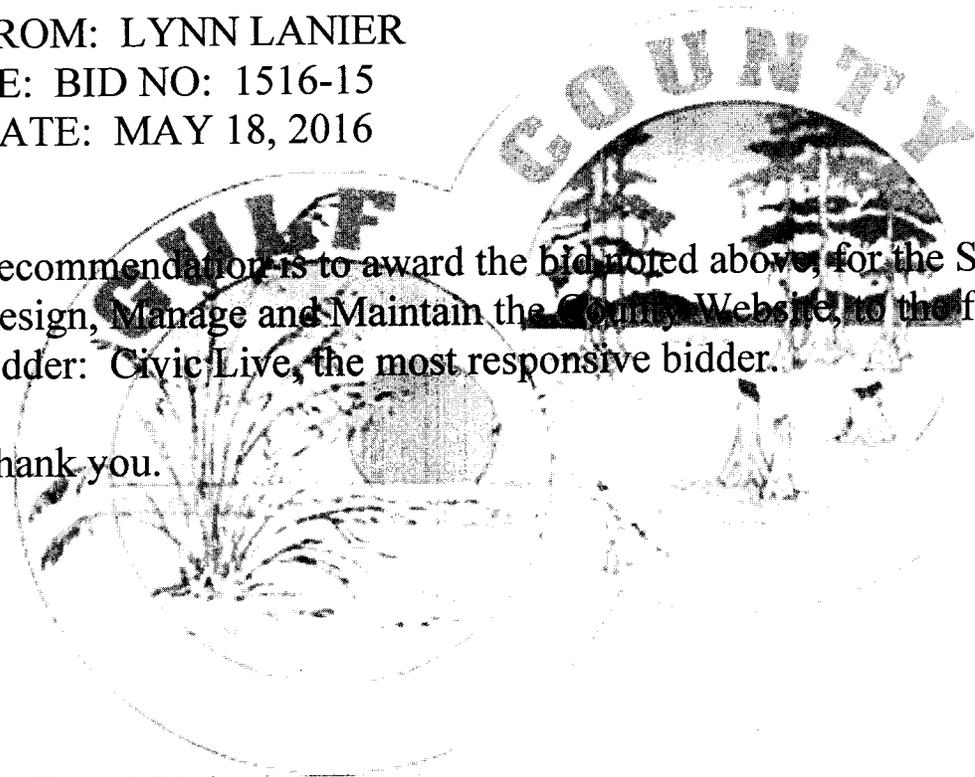
Donald Butler, Chief Administrator
1000 CECIL G. COSTIN SR. BLVD., ROOM 302, PORT ST. JOE, FLORIDA 32456
PHONE (850)229-6106/639-6700 • FAX (850) 229-9252 • EMAIL: dbutler@gulfcounty-fl.gov
DATE AND TIME OF MEETINGS • FOURTH TUESDAY AT 9:00 A.M., E.T.

MEMORANDUM

TO: GULF COUNTY BOARD OF COUNTY COMMISSIONERS
FROM: LYNN LANIER
RE: BID NO: 1516-15
DATE: MAY 18, 2016

Recommendation is to award the bid noted above, for the Services to Design, Manage and Maintain the County Website, to the following bidder: Civic Live, the most responsive bidder.

Thank you.



FILED FOR RECORD
REBECCA L. NORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
16 MAY 18 AM 11:55

CARMEN L. McLEMORE
District 1

WARD McDANIEL
District 2

JOANNA BRYAN
District 3

SANDY QUINN
District 4

District **47**

CONSENT
DATE: 5/24/16

BID TABULATION SHEET

BID #1516-15 **PROJECT: SERVICES TO DESIGN, MANAGE, & MAINTAIN BOCC WEBSITE**

	Year 1 BASE BID	Year 2 ALTERNATE #1	Year 3 ALTERNATE #2
* OPIN Software, Inc.	\$ 135,000	\$ 25,000	\$ 25,000
* Outpost Design	\$ 96,720		
* Vision	\$ 45,820	\$ 16,540	\$ 16,890
* Civic Plus	\$ 17,834	\$ 4,322	\$ 4,322 + 570
* Revize Government Websites	\$ 28,900	\$ 4,900	\$ 4,900
Provations Group	\$ 4975		
Civic Live	\$ 25,915.	\$ 4,535	\$ 4,535


 Clerk


 BCC Representative

4/25/16
Date

4/25/16
Date

GULF COUNTY ASSET / INVENTORY ACTIVITY FORM

Initiating Department: Gulf County Detention Facility (Jail)

Check type of Activity below:

- Asset Acquisition
 - Asset Purchase

Amount	Invoice#	Invoice Date	Vendor Name
<i>Attach a copy of this form to the invoice when submitting to the Clerk's Office for payment</i>			
 - Asset Donation

Donation From	Asset Description	Value
---------------	-------------------	-------
- Improvement to Existing Asset

Describe the Need For and Description Of the Improvement, Attach a copy if necessary
- Asset Transfer To
 - Receiving Department -- Name Gulf County TDC
 - Surplus (useable condition but no longer needed by Department)
- Asset Disposal

Retirement Reason:	Retirement Reason:
<input type="checkbox"/> Retired (check reason)	<input type="checkbox"/> Obsolete / No longer needed
<input type="checkbox"/> Sold	<input type="checkbox"/> Non-Repairable
<input type="checkbox"/> Trade-in	<input type="checkbox"/> Repair Not Cost Effective
<input type="checkbox"/> Donate	<input type="checkbox"/> Cannibalized
<input type="checkbox"/> Return to other Government	<input type="checkbox"/> Other

FILED FOR RECORD
 CLERK OF CIRCUIT COURT
 GULF COUNTY, FLORIDA
 16 MAY 18 PM 12:01

Enter Information for Asset/Inventory Activity checked above (Use Attachment if needed)

Department/Location	Asset Tag #	Description	Serial Number
County Jail	22-001	2007 Chevrolet Impala	n/a

Enter Information for Vehicles, Heavy Equipment, Trailers (Use Attachment if needed)

Vehicle Tag Number	Year, Make Model	Vehicle Identification No.	Odometer Miles
213747	2007 Chevrolet Impala 4-DR	2G1WB55K179273159	126,591

Other Information :

Department / Location Approval
Forms not properly signed or incomplete forms will be returned to the Department

 Department Head Signature *

Date 5/11/16

* As Department Head/Custodian, I understand that I am responsible for keeping track of the property under my custodianship and for locating and showing all property to the county auditor during the annual audit of the Capital Assets.

**Board of County Commissioners
 Consent Agenda Approval**

Date _____

Approval must be obtained before transferring, disposing, or accepting an asset. Submit the completed form to the Clerk's Office for inclusion in the Board's Consent Agenda.

Home

Search

Print PDF Excel Attachment

Text file Word Email Schedule

Purchases Repairs Alerts Trac His

Asset Inquiry - Munis [GULF COUNTY BCC]

Asset

Asset	3606	Commodity	
Status	ACTIVE	Desc	2007 CHEVROLET IMPALA 4-DR WHITE
Class	42 ON-ROAD LICENSED EQUIPMENT	Master	
Sub-class	42 ON-ROAD VEHICLE	Type	GOVERNMENTAL

Pending transactions WO Asset Subsidiary Assets

- Main
- Additional
- Maintenance/Insurance
- Memos
- Accounts
- Sources

Asset Information

Tag number	22-001	Serial/Parcel	2G1WB55K179273159
Location	22 COUNTY JAIL	Department	22 COUNTY JAIL
Loc. memo	98074877	Custodian	JAIL COUNTY JAIL
Storg. loc	JAIL ADMINISTRATOR	Floor/Room	
Date acq.	02/07/2007	Acquis cost	15,378.00
Fiscal yr	2007		
Manufact	CHEV CHEV	Quantity	1 UOM EA
Model	IMPALA	Unit cost	15,378.00
Model year	2007	Acres	0.000
Lic/Reg #	213747	Square ft	0
		GIS layer ID	



GULF COUNTY
E9-1-1 DEPARTMENT
1000 Cecil G. Costin, Sr. Blvd.
Port St. Joe, Florida 32456

INTEROFFICE MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS
FROM: BEN GUTHRIE
DATE: May 5, 2016
SUBJECT: INVENTORY ADJUSTMENT

FILED FOR RECORD
REBECCA L. NORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
16 MAY 18 AM 11:59

I am requesting that the following equipment be removed from the E-911 inventory list due to the age and working condition and that it be junked.

95-42	Dell Opti-plex Computer	Junk
95-47	Vertex Radio System	Remove
95-48	Vertex Radio System	Remove
95-50	Dell Latitude Laptop	Junk

GULF COUNTY ASSET / INVENTORY ACTIVITY FORM

Initiating Department: Gulf County Health Department

Check type of Activity below:

Asset Acquisition
 Asset Purchase Purchased with CHD Funds
 Amount Invoice# Invoice Date Vendor Name
 Attach a copy of this form to the invoice when submitting to the Clerk's Office for payment

Asset Donation
 Donation From Asset Description Value

Improvement to Existing Asset
 Describe the Need For and Description Of the Improvement. Attach a copy if necessary

Asset Transfer To
 Receiving Department -- Name County Board of County Commissic
 Surplus (useable condition but no longer needed by Department)

Asset Disposal
 Retired (check reason) Retirement Reason:
 Sold Obsolete / No longer needed
 Trade-in Non-Repairable
 Donate Repair Not Cost Effective
 Return to other Government Cannibalized
 Other

FILED FOR RECORD
 REBECCA L. NORRIS
 CLERK OF CIRCUIT COURT
 GULF COUNTY, FLORIDA
 16 MAY 18 AM 11:56

Enter Information for Asset/Inventory Activity checked above (Use Attachment if needed)			
Department/Location	Asset Tag #	Description	Serial Number

Enter Information for Vehicles, Heavy Equipment, Trailers (Use Attachment if needed)			
Vehicle Tag Number	Year, Make Model	Vehicle Identification No.	Odometer Miles
130268	2000 Chevy Astro	1GNDM19W4YB116800	131,509.0
130306	2001 Ford Taurus	1FAP52231A272173	166,949.0

Other Information :

<p align="center">Department / Location Approval</p> <p><i>Forms not properly signed or incomplete forms will be returned to the Department</i></p> <p><u>Maisha Anderson</u> <u>3/17/16</u> Department Head Signature * Date</p> <p><small>* As Department Head/Custodian, I understand that I am responsible for keeping track of the property under my custodianship and for locating and showing all property to the county auditor during the annual audit of the Capital Assets.</small></p>	<p align="center">Board of County Commissioners Consent Agenda Approval</p> <p align="center">_____ Date</p> <p><i>Approval must be obtained before transferring, disposing, or accepting an asset. Submit the completed form to the Clerk's Office for inclusion in the Board's Consent Agenda.</i></p>
--	---

Office of the Clerk of Circuit Court

Asset Tag# _____ Asset Record Updated _____ Copy Returned to Department _____

CONSENT
DATE 5/24/16 CC

GULF COUNTY ASSET / INVENTORY ACTIVITY FORM

Initiating Department: Gulf County Health Department

Check type of Activity below:

Asset Acquisition
 Asset Purchase Purchased with CHD Funds
 Amount _____ Invoice# _____ Invoice Date _____ Vendor Name _____
 Attach a copy of this form to the invoice when submitting to the Clerk's Office for payment

Asset Donation
 Donation From _____ Asset Description _____ Value _____

Improvement to Existing Asset _____

Asset Transfer To _____ Describe the Need For and Description Of the Improvement. Attach a copy if necessary

Receiving Department -- Name County Board of County Commissic
 Surplus (useable condition but no longer needed by Department)

FILED FOR RECORD
 REBECCA L. NORRIS
 CLERK OF CIRCUIT COURT
 GULF COUNTY, FLORIDA
 16 MAY 18 AM 11:56

Asset Disposal
 Retired (check reason) Retirement Reason:
 Sold Obsolete / No longer needed
 Trade-in Non-Repairable
 Donate Repair Not Cost Effective
 Return to other Government Cannibalized
 Other

Enter Information for Asset/Inventory Activity checked above (Use Attachment if needed)			
Department/Location	Asset Tag #	Description	Serial Number

Enter Information for Vehicles, Heavy Equipment, Trailers (Use Attachment if needed)			
Vehicle Tag Number	Year, Make Model	Vehicle Identification No.	Odometer Miles
130179	1996 Dodge Caravan	2B4FP253XTR733488	1790660

Other Information :

<p>Department / Location Approval Forms not properly signed or incomplete forms will be returned to the Department</p> <p><u>Maura Anderson</u> <u>3/17/16</u> Department Head Signature * Date</p> <p>* As Department Head/Custodian, I understand that I am responsible for keeping track of the property under my custodianship and for locating and showing all property to the county auditor during the annual audit of the Capital Assets.</p>	<p>Board of County Commissioners Consent Agenda Approval</p> <p>_____ Date</p> <p>Approval must be obtained <u>before</u> transferring, disposing, or accepting an asset. Submit the completed form to the Clerk's Office for inclusion in the Board's Consent Agenda.</p>
--	--

Office of the Clerk of Circuit Court

Asset Tag# _____ Asset Record Updated _____ Copy Returned to Department _____

CONSENT
 DATE: 5/24/16 LL

GULF COUNTY ASSET / INVENTORY ACTIVITY FORM

Initiating Department: Gulf County Health Department

Check type of Activity below:

- Asset Acquisition
- Asset Purchase

Amount Invoice# Invoice Date Vendor Name
 Attach a copy of this form to the invoice when submitting to the Clerk's Office for payment

- Asset Donation
- Donation From Asset Description Value

- Improvement to Existing Asset

- Asset Transfer To
- Receiving Department -- Name Gulf County Public Works
- Surplus (useable condition but no longer needed by Department)

- Asset Disposal
- Retired (check reason) Retirement Reason: Obsolete / No longer needed
- Sold Non-Repairable
- Trade-in Repair Not Cost Effective
- Donate Cannibalized
- Return to other Government Other

FILED FOR RECORD
 REBECCA L. NORRIS
 CLERK OF CIRCUIT COURT
 GULF COUNTY, FLORIDA
 6 MAY 18 AM 11:56

Enter Information for Asset/Inventory Activity checked above (Use Attachment if needed)			
Department/Location	Asset Tag #	Description	Serial Number
	130714	Host Carpet Cleaner	A8959

Enter Information for Vehicles, Heavy Equipment, Trailers (Use Attachment if needed)			
Vehicle Tag Number	Year, Make Model	Vehicle Identification No.	Odometer Miles

Other Information :

<p align="center">Department / Location Approval</p> <p><i>Forms not properly signed or incomplete forms will be returned to the Department</i></p> <p><u>Maisha Ludena</u> 03/17/16 Department Head Signature * Date</p> <p>* As Department Head/Custodian, I understand that I am responsible for keeping track of the property under my custodianship and for locating and showing all property to the county auditor during the annual audit of the Capital Assets</p>	<p align="center">Board of County Commissioners Consent Agenda Approval</p> <p align="center">_____ Date</p> <p><i>Approval must be obtained before transferring, disposing, or accepting an asset. Submit the completed form to the Clerk's Office for inclusion in the Board's Consent Agenda.</i></p>
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Office of the Clerk of Circuit Court

Asset Tag# _____ Asset Record Updated _____ Copy Returned to Department _____

CONSENT
DATE: 5/24/16 CL

GULF COUNTY ASSET / INVENTORY ACTIVITY FORM

Initiating Department: Gulf County Health Department

Check type of Activity below:

- Asset Acquisition
- Asset Purchase

Amount Invoice# Invoice Date Vendor Name
 Attach a copy of this form to the invoice when submitting to the Clerk's Office for payment

- Asset Donation
- Donation From Asset Description Value

- Improvement to Existing Asset
- Describe the Need For and Description Of the Improvement. Attach a copy if necessary

- Asset Transfer To
 - Receiving Department -- Name Gulf County Public Works
 - Surplus (useable condition but no longer needed by Department)

- Asset Disposal
 - Retired (check reason) Retirement Reason:
 - Obsolete / No longer needed
 - Non-Repairable
 - Repair Not Cost Effective
 - Cannibalized
 - Other
 - Sold
 - Trade-in
 - Donate
 - Return to other Government

FILED FOR RECORD
 REBECCA L. MORRIS
 CLERK OF CIRCUIT COURT
 GULF COUNTY, FLORIDA
 16 MAY 18 AM 11:56

Enter Information for Asset/Inventory Activity checked above (Use Attachment if needed)			
Department/Location	Asset Tag #	Description	Serial Number
	130371	Sharp Copier	25045710

Enter Information for Vehicles, Heavy Equipment, Trailers (Use Attachment if needed)			
Vehicle Tag Number	Year, Make Model	Vehicle Identification No.	Odometer Miles

Other Information :

<p align="center">Department / Location Approval</p> <p><i>Forms not properly signed or incomplete forms will be returned to the Department</i></p> <p><u>Marsha Ludeña</u> <u>03/17/16</u> Department Head Signature * Date</p> <p>* As Department Head/Custodian, I understand that I am responsible for keeping track of the property under my custodianship and for locating and showing all property to the county auditor during the annual audit of the Capital Assets</p>	<p align="center">Board of County Commissioners Consent Agenda Approval</p> <p align="center">_____ Date</p> <p align="center"><i>Approval must be obtained before transferring, disposing, or accepting an asset. Submit the completed form to the Clerk's Office for inclusion in the Board's Consent Agenda.</i></p>
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Office of the Clerk of Circuit Court

Asset Tag# _____ Asset Record Updated _____ Copy Returned to Department _____

CONSENT
DATE: 5/24/16 u

GULF COUNTY ASSET / INVENTORY ACTIVITY FORM

Initiating Department: Public Works

Check type of Activity below:

- Asset Acquisition
 Asset Purchase

Amount Invoice# Invoice Date Vendor Name
Attach a copy of this form to the invoice when submitting to the Clerk's Office for payment

- Asset Donation
- Donation From Asset Description Value

- Improvement to Existing Asset

Describe the Need For and Description Of the Improvement, Attach a copy if necessary

- Asset Transfer To
- Receiving Department -- Name _____
- Surplus (useable condition but no longer needed by Department)

- Asset Disposal
- | | | |
|---|--------------------|--|
| <input type="checkbox"/> Retired (check reason) | Retirement Reason: | <input type="checkbox"/> Obsolete / No longer needed |
| <input type="checkbox"/> Sold | | <input checked="" type="checkbox"/> Non-Repairable |
| <input type="checkbox"/> Trade-in | | <input type="checkbox"/> Repair Not Cost Effective |
| <input type="checkbox"/> Donate | | <input type="checkbox"/> Cannibalized |
| <input type="checkbox"/> Return to other Government | | <input type="checkbox"/> Other |

FILED FOR RECORD
 REBECCA L. MORRIS
 CLERK OF CIRCUIT COURT
 GULF COUNTY, FLORIDA
 16 MAY 18 PM 12:05

Enter Information for Asset/Inventory Activity checked above (Use Attachment if needed)			
Department/Location	Asset Tag #	Description	Serial Number
Detention & Corrections	75-174	Hustler Mower	9072782
Detention & Corrections	75-175	Hustler Mower	9090237
Detention & Corrections	75-107	Snapper Mower	

Enter Information for Vehicles, Heavy Equipment, Trailers (Use Attachment if needed)			
Vehicle Tag Number	Year, Make Model	Vehicle Identification No.	Odometer Miles

Other Information : _____

<p style="text-align: center;">Department / Location Approval</p> <p style="text-align: center;"><i>Forms not properly signed or incomplete forms will be returned to the Department</i></p> <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> Department Head Signature * </div> <div style="text-align: center;"> 5-13-16 Date </div> </div> <p style="font-size: small;">* As Department Head/Custodian, I understand that I am responsible for keeping track of the property under my custodianship and for locating and showing all property to the county auditor during the annual audit of the Capital Assets.</p>	<p style="text-align: center;">Board of County Commissioners Consent Agenda Approval</p> <p style="text-align: center;">_____ Date</p> <p style="font-size: small; text-align: center;">Approval must be obtained <u>before</u> transferring, disposing, or accepting an asset. Submit the completed form to the Clerk's Office for inclusion in the Board's Consent Agenda.</p>
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Office of the Clerk of Circuit Court

Asset Tag# _____ Asset Record Updated _____ Copy Returned to Department _____

CONSENT
DATE: 5/24/16 LL



MEMORANDUM

TO: GULF COUNTY BOARD OF COUNTY COMMISSIONERS

FROM: CHRIS HOLLEY, EXECUTIVE DIRECTOR 

DATE: MAY 24, 2016

RE: EDC STRATEGIC PLAN & MISSION STATEMENT

FILED FOR RECORD
 REBECCA L. MORRIS
 CLERK OF CIRCUIT COURT
 GULF COUNTY, FLORIDA
 16 MAY 18 AM 11:51

By this memorandum, the EDC is requesting that the Board approve the attached EDC Strategic Plan & Mission Statement.

Per the yearly spring review of the goals of the strategic plan and mission statement, the EDC board unanimously voted to maintain the current goals and mission statement it holds.

EDC STRATEGIC PLAN & MISSION STATEMENT

Mission Statement: To utilize a team approach to focus on diverse economy, well-suited industries, stable career possibilities and quality of life.

GCEDC Vision to aspire towards: The vision of the Gulf County Economic Development Coalition is, in collaboration with its stakeholders, to create diverse, stable, and consistent employment opportunities that build wealth and provide better economic conditions for Gulf County.

Goals to achieve:

1. Attract and support the best-suited industries to Gulf County.
2. Lead the creation of a positive economic development environment in Gulf County.

Strategies to meet our goals:

1. Act as Gulf County's primary point of contact for economic development.
2. Empower Gulf County's workforce to fill existing and future employment opportunities.
3. Attract new industries and sustain and expand existing industries.
4. Prepare Gulf County's infrastructure to support existing and future industry growth.
5. Develop a sustainable process for positive economic development in Gulf County.
6. Create awareness among existing and potential stakeholders, partners, and decision-makers of economic development matters.
7. Promote and sustain Gulf County's quality of life and quality places.

BOCC

From: Tricia Pearce <TPearce@lmccares.org>
Sent: Tuesday, May 10, 2016 2:07 PM
To: BOCC
Subject: Proclamation for Mental Health Month
Attachments: 2016 Proclamation_Gulf.doc

Good afternoon. Would it be possible for the County Commissioners to sign the attached proclamation at their May 24th meeting? I believe you have been adding this to your consent agenda, but I can also be in attendance to present if that is preferred.

Thank you,

Tricia Pearce

Community Relations Specialist
Certified Mental Health First Aid Instructor

Life Management Center of NW, FL
525 East 15th Street, Panama City, FL 32405
(850) 522-4485 Ext# 1107
tpearce@lmccares.org
www.lmccares.org

FILED FOR RECORD
REBECCA L. MORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
16 MAY 18 PM 12: 01

For more information on how you can support Life Management Center, please contact me or visit our website at www.lmccares.org.



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Mental Health Month 2016

WHEREAS, mental health is essential to everyone's overall health and well-being; and

WHEREAS, all Americans experience times of difficulty and stress in their lives; and

WHEREAS, prevention is an effective way to reduce the burden of mental illnesses; and

WHEREAS, there is a strong body of research that supports specific tools that all Americans can use to better handle challenges, and protect their health and well-being; and

WHEREAS, mental illnesses are real and prevalent in our nation; and

WHEREAS, with early and effective treatment, those individuals with mental illnesses can recover and lead full, productive lives; and

WHEREAS, each business, school, government agency, healthcare provider, organization and citizen shares the burden of mental illnesses and has a responsibility to promote mental wellness and support prevention efforts.

THEREFORE, we, the Board of County Commissioners for Gulf County, do hereby proclaim May 2016 as Mental Health Month in our great county. We also call upon the citizens, government agencies, public and private institutions, businesses and schools in our county to recommit our community to increasing awareness and understanding of mental health, the steps our citizens can take to protect their mental health, and the need for appropriate and accessible services for all people with mental illnesses at all stages.

Signed on this day, the 24th of May 2016.

Ward McDaniel, Chair

Carmen L. McLemore

Sandy Quinn

Joanna Bryan

Jerry W. Barnes

BOARD OF COUNTY COMMISSIONERS
GULF COUNTY, FLORIDA
CHIEF ADMINISTRATOR'S OFFICE

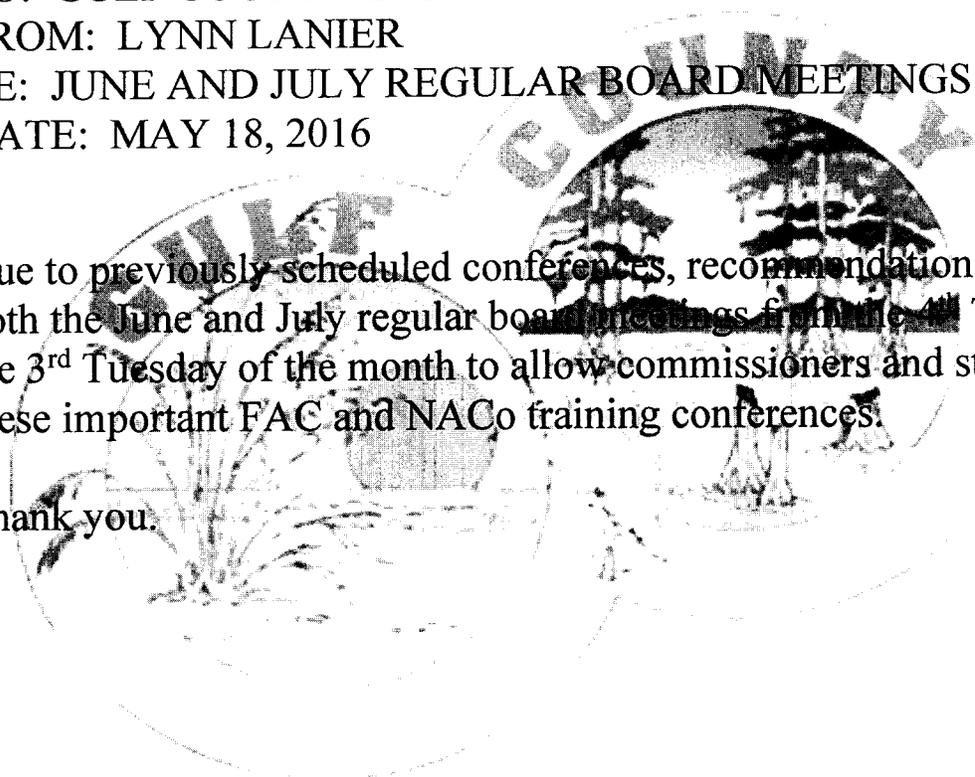
Donald Butler, Chief Administrator
1000 CECIL G. COSTIN SR. BLVD., ROOM 302, PORT ST. JOE, FLORIDA 32456
PHONE (850)229-6106/639-6700 • FAX (850) 229-9252 • EMAIL: dbutler@gulfcounty-fl.gov
DATE AND TIME OF MEETINGS • FOURTH TUESDAY AT 9:00 A.M., E.T.

MEMORANDUM

TO: GULF COUNTY BOARD OF COUNTY COMMISSIONERS
FROM: LYNN LANIER
RE: JUNE AND JULY REGULAR BOARD MEETINGS
DATE: MAY 18, 2016

Due to previously scheduled conferences, recommendation is to change both the June and July regular board meetings from the 4th Tuesday to the 3rd Tuesday of the month to allow commissioners and staff to attend these important FAC and NACo training conferences.

Thank you.



FILED FOR RECORD
REBECCA L. MORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
16 MAY 18 AM 11:55

CARMEN L. McLEMORE
District 1

WARD McDANIEL
District 2

JOANNA BRYAN
District 3

SANDY QUINN
District 4

District 5
64

CONSENT
DATE 5/24/16 *LL*



To the Gulf County Commissioner Meeting attendees

I would like to apply for your approval to temporarily close U.S. Highway 98 for an athletic event.

Name of event: Beach Blast Sprint and Olympic Distance Triathlon and Duathlon
Sprint Distance 0.35mile swim, 15mile bike, 6.1 mile run
Olympic Distance 0.7mile swim, 25mile bike, 6.2mile run

Date: September 10, 2016

Contact: Olga Cemore, Race Director, ph: 850-914-2348 or cell 850-867-0117

Approximate schedule: First start - Olympic distance 8:00am,
Second start - Sprint Distance 8:30am.
Last finisher of Olympic distance in at 11:45am,
Last finisher of Sprint distance 11:30am. All ET.

Details:

1. For safety of everyone involved, race participants, volunteers and spectators, we need uniformed men to assist when athletes cross U.S. Highway 98 after the swim part of the race. There will be a carpet laid on the road to keep everyone on the same path. Carpet will be removed after the event.

2. Bicycles leaving Beacon Hill Park entering U.S. Highway 98 will face potential hazard of entering the open traffic. Due to a significant decline of the road when leaving the Park, we need to be able to permit cyclists safely make a turn (East U.S. Highway 98). Traffic is not to be stopped unless an officer is letting race participants make the turn on U.S. Highway 98, no more than 10 minutes at the time.

Traffic control at major intersections will be provided by Gulf County Sheriff Department. This event has been bringing hundreds of athletes to the area for 10 years. It is a great community event, locals love to volunteer and small business enjoy athletes and their families coming to their establishments.

Olga Cemore
April 30, 2016

Ph 850.867.0117

Olga Cemore
P.O. Box 864
Panama City, FL 32402
BeachBlastTriathlon.com

Fax 850.914.2398

FILED FOR RECORD
REBECCA L. NORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
16 MAY -9 AM 11:04

5/24/16 CL

From the Desk of Joanna Bryan, District 3
BOARD OF COUNTY COMMISSIONERS
GULF COUNTY, FLORIDA

1000 CECIL G. COSTIN SR. BLVD., ROOM 302, PORT ST. JOE, FLORIDA 32456
 PHONE (850)340-0013

EMAIL: commissioner3@gulfcounty-fl.gov
 DATE AND TIME OF MEETINGS • FOURTH TUESDAYS AT 9:00 A.M., E.T.

MEMORANDUM

To: Don Butler, County Administrator
 From: Commissioner Joanna Bryan, District 3
 cc: Marshall Nelson, Ben Guthrie
 Date: May 17, 2016
 Re: Consent Agenda Item - Capt Carl Raffield Way

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

16 MAY 18 PM 12:06

Please include this memorandum in the Consent agenda for approval at the May 24, 2016 meeting of the Board of County Commissioners:

At the request of Mr. Danny Raffield and other members of the community, we would like to name the road that runs from Angel Fish Street to the Highland View Boat Ramp, alongside of Raffield Fisheries, in honor of Captain Carl Raffield as follows:

Capt Carl Raffield Way

Ben Guthrie has confirmed that the name meets any applicable requirements for road names. The naming of this road will also aid Roni Coppock, Director of the Chamber of Commerce, with her efforts to include our roads on Google Maps as part of the "Let's Get Our Cities on the Map with Google" Program.

Please let me know if you need any additional information.



Gulf County Sheriff's Office

Sheriff Mike Harrison

1000 Cecil G. Costin Sr. Blvd. • Port St. Joe, Florida 32456 • www.gulfsheriff.com
850-227-1115 • 850-639-5717 • Fax 850-227-2097

FILED FOR RECORD
REBECCA L. NORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
16 APR 25 PM 2:02

April 14, 2016

Becky Norris
Gulf County Clerk of the Court
1000 Cecil G. Costin, Sr. Blvd.
Port St. Joe, FL 32456

Dear Becky:

We are requesting Beach Patrol Funds in the amount of \$1,933.82 for March 2016. This is to pay for salaries, taxes and benefits and fuel related to Beach Patrol for Mar. 2016. Attached is support for the amount requested. Please make the check payable to Gulf County Sheriff's Office.

If you have any questions, please feel free to contact me.

Sincerely,

Mike Harrison

Mike Harrison
Gulf County Sheriff

CONSENT
DATE: 5/24/16 LL

Substant. Funds available 5/18/16 RJS



Gulf County Sheriff's Office

Sheriff Mike Harrison

1000 Cecil G. Costin Sr. Blvd. • Port St. Joe, Florida 32456 • www.gulfsheriff.com
850-227-1115 • 850-639-5717 • Fax 850-227-2097

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

16 APR 25 PM 2:03

April 14, 2016

Becky Norris
Gulf County Clerk of the Court
1000 Cecil G. Costin, Sr. Blvd.
Port St. Joe, FL 32456

Dear Becky:

Attached please find a copy of payment and invoice for Creative Product Sourcing for D.A.R.E. supplies to enhance awareness of crime prevention. We are requesting a refund for these expenses from the Gulf County Crime Prevention Funds as listed below.

Make check Payable to:
Gulf County Sheriff's Office

	<u>Amount</u>
Invoice 81600 (Invoice attached)	\$ 133.85
Invoice 81573	742.40
Invoice 90086	300.30
Total	\$1,176.55

Thank you,

Mike Harrison
Sheriff

CONSENT
DATE: 5/24/16 LL

Subsequent Funds available 5/18/16 STS

PUBLIC NOTICE

A Public Hearing will be held before the Gulf County Planning and Development Review Board (PDRB) on Monday, May 16th, 2016 at 8:45 a.m. EST and thereafter a quasi-judicial hearing before the Gulf County Board of County Commissioners (BOCC) meeting on Tuesday, May 24th, 2016 at 9:00a.m. EST. Both the public hearing and the quasi-judicial hearing will be held in the Gulf County BOCC Meeting Room at the Robert M. Moore Administration Building, 1000 Cecil G. Costin Sr. Blvd., Port St. Joe, Florida. The public hearing before the PDRB will be to discuss, review, and submit recommendation to the BOCC on the following:

1. Variance Request – Bret and Wendy Roy – Parcel ID #06269-037R – Section 18, Township 9 South, Range 11 West – Cape San Blas Road – Requesting a 2 foot variance into the 9.5 foot side building setbacks on both the North and the South sides of the parcel.
2. Small Scale Map Amendment – Deseret Ranches of North FL, LLC – Parcel ID #03301-000R & #03302-000R - Sections 23 & 24, Township 4 South, Range 11 West – Jarrott Daniels Road – 2 AC land use designation change from Agriculture to Residential
3. Public comment and open discussion

The public is encouraged to attend and be heard on these matters. Information prior to the public hearing and quasi-judicial hearing can be viewed at the Planning Department at 1000 Cecil G. Costin Sr. Blvd., Room 311.

Pursuant to F.S. 286.0105:

If a person decides to appeal any decision made by the board, agency or commission, with respect to any matter considered at such meeting or hearing, he will need a record of the proceedings, and that, for such purpose, he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Americans with Disabilities Act

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the County at least 3 days before the workshop/meeting/hearing by contacting: County Administrators Office at (850) 229-6106. If you are hearing or speech impaired, please contact Gulf County by utilizing and making the necessary arrangements with the Florida Coordination Council for the Deaf and Hard of Hearing at 866-602-3275.

Date: April 19, 2016

Administrative information provided below and not part of notice content:

Ad Date: April 26, 2016

Ad #2016-28

Posting per request and direction of County Planning:

Public posting in the News Herald, Gulf County Courthouse, and Gulf County Administration Building entrance, Gulf County Commission Website all before or on the dates provided for publication and notice.



REBECCA L. NORRIS
Gulf County Clerk of Court & Comptroller
1000 Cecil G. Costin, Sr. Blvd., Room 148, Port St. Joe, Florida 32456
850-229-6112 • 850-639-2175 — Wewahitchka branch

70

MEMORANDUM

TO: Ward McDaniel, BOCC Chairman

FROM: Becky Norris, Clerk of Court

DATE: May 16, 2016

TOPIC: 2016 Value Adjustment Board Members

The Gulf County Board of County Commissioners need to appoint two (2) County Commissioners and one (1) Citizen to serve on the 2016 Value Adjustment Board. The citizen appointee must own homestead property within the County, may not be a member or an employee of any taxing authority, and may not be a person who represents property owners in any administrative or judicial review of property taxes. The School Board has been notified to make their respective appointments.

16 MAY 16 PM 2:22
REBECCA L. NORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA

70

**BOARD OF COUNTY COMMISSIONERS
GULF COUNTY, FLORIDA
COUNTY ATTORNEY'S OFFICE**

1000 CECIL G. COSTIN SR. BLVD., ROOM 302 , PORT ST. JOE, FLORIDA 32456
PHONE (850)229-4700 • FAX (850) 229-1148 • EMAIL: jtnovak@novaklaw.us
DATE AND TIME OF MEETINGS • FOURTH TUESDAY AT 9:00 A.M., E.T.

Memorandum

To: Gulf County Board of County Commissioners
From: Jeremy T.M. Novak, County Attorney
CC: County Administrator, Don Butler
Date: 05/16/16
Re: Authorization Resolutions for the Gulf County, Florida Limited Ad Valorem Tax Bonds, Series 2016 and Non-Ad Valorem Revenue Bonds

Pursuant to the directions of this Commission and following the recent authorizing MSTU bond referendum vote of April 2016, attached please find for your review the necessary resolutions memorializing your authority and direction to commence with the required statutory steps and procedure.

Following your review and acceptance, it is the recommendation of staff for the adoption the attached resolutions whereby permitting the staff and bond counsel to commence with the bond validation judicial proceeding and bond process.

Adopted in open session this _____ day of _____, 2016.

Date _____
Chairman of the Gulf County Board of County Commissioners

Date _____
Attest to Chairman's signature: Deputy Clerk of Court

GULF COUNTY
2016 MAY 17 PM 5:26
BOARD OF COUNTY
COMMISSIONERS

FILED FOR RECORD
REBECCA L. MORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
16 MAY 18 AM 11:45

GULF COUNTY, FLORIDA

**LIMITED AD VALOREM TAX BOND RESOLUTION
(CAPE SAN BLAS BEACH RENOURISHMENT PROJECT --
BAYSIDE, GULFSIDE BEACHFRONT AND GULFSIDE INTERIOR MSTUs)**

ADOPTED MAY 24, 2016

FILED FOR RECORD
REBECCA L. MORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
16 MAY 18 AM 11:46

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RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$4,000,000 AGGREGATE PRINCIPAL AMOUNT OF GULF COUNTY, FLORIDA LIMITED AD VALOREM TAX BONDS (CAPE SAN BLAS BEACH RENOURISHMENT PROJECT – BAYSIDE, GULFSIDE BEACHFRONT AND GULFSIDE INTERIOR MSTUs) TO FINANCE THE COST OF BEACH RENOURISHMENT; PROVIDING FOR THE RIGHTS OF THE HOLDERS OF SUCH BONDS; PROVIDING FOR PAYMENT OF PRINCIPAL AND INTEREST ON SUCH BONDS FROM AN AD VALOREM TAX LEVIED IN THE CAP SAN BLAS BAYSIDE MUNICIPAL SERVICES TAXING UNIT IN AN AMOUNT WHICH DOES NOT EXCEED 15% OF THE TOTAL TAX LEVY, ON ALL TAXABLE PROPERTY WITHIN SUCH TAXING UNIT, AN AD VALOREM TAX LEVIED IN THE CAPE SAN BLAS GULFSIDE BEACHFRONT MUNICIPAL SERVICES TAXES UNIT IN AN AMOUNT WHICH DOES NOT EXCEED 50% OF THE TOTAL TAX LEVY, ON ALL TAXABLE PROPERTY WITHIN SUCH TAXING UNIT, AND AN AD VALOREM TAX LEVIED IN THE CAPE SAN BLAS GULFSIDE INTERIOR MUNICIPAL SERVICES TAXING UNIT IN AN AMOUNT WHICH DOES NOT EXCEED 35% OF THE TOTAL TAX LEVY, ON ALL TAXABLE PROPERTY WITHIN SUCH TAXING UNIT; MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS; AND PROVIDING AN EFFECTIVE DATE.

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

ARTICLE I**STATUTORY AUTHORITY, DEFINITIONS AND FINDINGS**

SECTION 1.01. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to Chapter 125, Florida Statutes, Section 12, Article VII, of the Florida Constitution and other applicable provisions of law.

SECTION 1.02. DEFINITIONS. The following terms shall have the following meanings herein, unless the text otherwise expressly requires. Words importing singular number shall include the plural number in each case and vice versa, and words importing persons shall include firms and corporations.

"Act" shall mean Section 12, Article VII, of the Florida Constitution, Chapter 125, Florida Statutes, and other applicable provisions of law.

"Ad Valorem Taxes" shall mean the limited direct annual tax levied on all taxable property within the Bayside MSTU, Gulfside Beachfront MSTU and the Gulfside Interior MSTU provided by Section 3.01 of this Resolution.

"Amortization Installment" shall mean, with respect to any Term Bonds, an amount designated by Supplemental Resolution for scheduled mandatory redemption of any Term Bonds.

"Annual Debt Service" shall mean, at any time, the aggregate amount in the then current Fiscal Year of (1) interest required to be paid on the Outstanding Bonds during such Fiscal Year, except to the extent that such interest is to be paid from deposits in the Debt Service Fund made from Bond proceeds, (2) principal of Outstanding Serial Bonds maturing in such Fiscal Year, and (3) the Amortization Installments designated herein or in a Supplemental Resolution coming due in such Fiscal Year.

"Authorized Investments" shall mean any of the following, if and to the extent that the same are at the time legal for investment of the Issuer's funds:

(1) direct obligations of (including obligations issued or held in book entry form on the books of) the Department of Treasury of the United States of America;

(2) obligations of any of the following federal agencies which obligations represent full faith and credit of the United States of America, including:

- Export - Import Bank
- Farmers Home Administration
- General Services Administration
- U.S. Maritime Administration
- Small Business Administration
- Government National Mortgage Association (GNMA)
- U.S. Department of Housing & Urban Development (PHA's)
- Federal Housing Administration;

(3) bonds, notes or other evidences of indebtedness rated "AAA" by Standard & Poor's Ratings Group ("Standard & Poor's") and "Aaa" by Moody's Investors Service ("Moody's") issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation with remaining maturities not exceeding three years;

(4) U.S. dollar denominated deposit accounts, federal funds and banker's acceptances with domestic commercial banks which have a rating on their short term certificates of deposit on the date of purchase of "A-1" or "A-1+" by Standard & Poor's and "P-1" by Moody's and maturing no more than 360 days after the date of purchase (ratings on holding companies are not considered as the rating of the bank);

(5) commercial paper which is rated at the time of purchase in the single highest classification, "A-1+" by Standard & Poor's and "P-1" by Moody's, and which matures not more than 270 days after the date of purchase;

(6) investments in a money market fund rated "AAAm" or "AAAm-G" or better by Standard & Poor's and Aaa by Moody's;

(7) pre-refunded municipal obligations defined as follows: Any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and (A) which are rated, based on the escrow, in the highest rating category of Standard & Poor's and Moody's or any successors thereto; or (B)(i) which are fully secured as to principal and interest and redemption premium, if any, by a fund consisting only of cash or obligations described in paragraph (1) above, which fund may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (ii) which fund is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to above, as appropriate;

(8) units of participation in the Local Government Surplus Funds Trust Fund established pursuant to Part IV, Chapter 218, Florida Statutes, or any similar common trust fund which is established pursuant to law as a legal depository of public moneys; and

(9) certificates of deposit or time or demand deposits with a "qualified public depository" (as defined in Section 280.02(12), Florida Statutes) secured in the manner required by Chapter 280, Florida Statutes.

"Authorized Officer" shall mean the County Chief Administrator (or such person's designee), and when used in reference to any act or document, also means any other person authorized by resolution of the Issuer to perform such act or sign such document.

"Bayside MSTU" shall mean the Cape San Blas Bayside Municipal Services Taxing Unit established pursuant to Ordinance No. 2005-27 of the Issuer, enacted December 13, 2005, as amended.

"Board" shall mean the Board of County Commissioners of Gulf County, Florida, or any successor thereto.

"Bond Counsel" shall mean Nabors, Giblin & Nickerson, P.A. or any other attorney at law or firm of attorneys, of nationally recognized standing in matters pertaining to the federal tax exemption of interest on obligations issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States of America.

"Bond Insurance Policy" shall mean the municipal bond new issue insurance policy, if any, issued by the Insurer guaranteeing the payment of the principal of and interest on the Bonds.

"Bondholder" or **"Holder"** or **"holder"** or any similar term, when used with reference to a Bond or Bonds, shall mean any person who shall be the registered owner of any Outstanding Bond or Bonds as provided in the registration books of the Issuer.

"Bonds" shall mean the Issuer's Limited Ad Valorem Tax Bonds, Series 2016 (Cape San Blas Beach Renourishment Project – Bayside, Gulfside Beachfront and Gulfside Interior MSTUs), authorized pursuant to the provisions of Section 2.01 hereof.

"Chairman" shall mean the Chairman or Vice-Chairman of the Board of County Commissioners of Gulf County, Florida and such other person as shall be duly authorized to act on his or her behalf.

"Clerk" shall mean the Clerk of the Circuit Court for Gulf County, Florida, ex-officio Clerk of the Board of County Commissioners of Gulf County, Florida, or such other person as may be duly authorized to act on her or his behalf.

"Code" shall mean the Internal Revenue Code of 1986, as amended, and the regulations and rules thereunder in effect or proposed.

"Cost" shall mean, as the same relates to the Project, (1) the cost of acquisition or purchase, including the cost of property rights, easements and franchises of any nature whatsoever; (2) the cost of improvements for protection, management and resource-based recreation; (3) the cost of any indemnity and surety bonds and premiums for insurance; (4) engineering, financial, legal and other consultant fees and expenses; (5) the cost of plans and specifications, plans, surveys and estimates of costs; (6) costs and expenses of audits, fees and expenses of any Paying Agent, Registrar, trustee, issuer of a credit facility or a liquidity facility, Insurer or depository; (7) the cost of all labor, machinery, equipment and materials related to the acquisition and improvement of the Project; (8) costs and expenses related to the issuance of the Bonds or other indebtedness related to the Project, all financing charges, and any expenses related to any liquidity facility or credit facility, including interest on Bonds held by the issuer of such liquidity facility or credit facility; (9) any other costs and expenses properly attributable to acquisition or purchase of the Project, and such other expenses as may be necessary or incidental to the issuance of the Bonds; and shall include reimbursement to the Issuer or any other person, firm or corporation for any moneys advanced for any costs incurred by the Issuer or such person, firm or corporation in connection with any such items of cost.

"Debt Service Fund" shall mean the Debt Service Fund established pursuant to Section 4.01(A) hereof.

"Federal Securities" shall mean direct obligations of (including obligations held in book entry form on the books of) the Department of Treasury of the United States of America. Federal Securities shall also include any certificates or any other evidences of an ownership interest in the aforementioned obligations or in specified portions thereof (which may consist of

specified portions of the interest thereon) if (1) a bank or trust company acts as custodian and holds the underlying obligations; (2) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying obligations; and (3) the underlying obligations are held in a special account separate and apart from the custodian's general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated.

"Fiscal Year" shall mean the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law as the fiscal year of the Issuer.

"Gulfside Beachfront MSTU" shall mean the Cape San Blas Gulfside Municipal Services Taxing Unit established pursuant to Ordinance No. 2006-14 of the Issuer, enacted May 23, 2006, as amended.

"Gulfside Interior MSTU" shall mean the Cape San Blas Gulfside Interior Municipal Services Taxing Unit established pursuant to Ordinance No. 2006-15 of the Issuer, enacted May 23, 2006, as amended.

"Initial Resolutions" shall mean, respectively, Resolution No. 2015-54 of the Board, adopted December 8, 2015, Resolution No. 2015-55 of the Board, adopted December 8, 2015, and Resolution No. 2015-56 of the Board, adopted December 8, 2015.

"Insurer" shall mean any municipal bond insurer established by Supplemental Resolution of the Board.

"Issuer" shall mean Gulf County, Florida, a political subdivision of the State of Florida, or any successor thereto.

"Maximum Annual Debt Service" shall mean the largest aggregate amount in any Fiscal Year, excluding all Fiscal Years which shall have ended prior to the Fiscal Year in which the Maximum Annual Debt Service shall at any time be computed, of the Annual Debt Service.

"Outstanding" shall mean, when used with reference to Bonds and as of any particular date, all Bonds theretofore and thereupon being authenticated and delivered except, (1) any Bond in lieu of which another Bond or other Bonds have been issued under agreement to replace lost, stolen, mutilated or destroyed Bonds under Section 2.06 hereof, (2) any Bond surrendered by the Holder thereof in exchange for another Bond or other Bonds under Sections 2.05 and 2.08 hereof, (3) Bonds deemed to have been paid pursuant to Section 5.04 hereof, and (4) Bonds cancelled after purchase in the open market or because of payment at or redemption prior to maturity.

"Paying Agent" shall mean the bank or trust company and any successor bank or trust company, appointed by the Issuer pursuant to this Resolution to act as Paying Agent hereunder.

"Project" shall mean acquisition and construction of improvements to the Cape San Blas beachfront to replenish, replace and solidify the sandy beach therein.

"Project Fund" shall mean the Project Fund established pursuant to Section 3.02 hereof.

"Rebate Fund" shall mean the Rebate Fund established pursuant to Section 4.01(C) hereof.

"Redemption Price" shall mean, with respect to any Bond or portion thereof, the principal amount or portion thereof, plus the applicable premium, if any, payable upon redemption thereof pursuant to such Bond or this Resolution.

"Registrar" shall mean such entity or person as the Issuer shall appoint pursuant to this Resolution to act as Registrar hereunder and all successors and assigns thereto.

"Reserve Fund" shall mean the Debt Service Reserve Fund established pursuant to Section 4.01(A) hereof.

"Reserve Fund Insurance Policy" shall mean the insurance policy deposited in the Reserve Fund in lieu of or in partial substitution for cash on deposit therein pursuant to Section 4.01(B)(2) hereof.

"Reserve Fund Letter of Credit" shall mean a letter of credit issued by any bank or national banking institution and then on deposit in the Reserve Fund in lieu of or in partial substitution for cash on deposit therein pursuant to Section 4.01(B)(2) hereof.

"Reserve Fund Requirement" shall mean, as of any date of calculation, an amount equal to the least of (1) Maximum Annual Debt Service for all Outstanding Bonds, (2) 125% of the average annual debt service for all Outstanding Bonds, or (3) 10% of the proceeds of the Bonds.

"Resolution" shall mean this resolution and all Supplemental Resolutions which may be hereafter duly adopted by the Board.

"Serial Bonds" shall mean the Bonds which shall be stated to mature in annual installments.

"State" shall mean the State of Florida.

"Supplemental Resolution" shall mean any resolution of the Board amending or supplementing this Resolution adopted and becoming effective in accordance with the terms of Section 5.01 or 5.02 hereof.

"Term Bonds" shall mean the Bonds all of which shall be stated to mature on one date and which shall be subject to mandatory redemption through the payment of Amortization Installments.

SECTION 1.03. AUTHORITY FOR RESOLUTION. This Resolution is adopted pursuant to the provisions of the Act.

SECTION 1.04. THIS RESOLUTION TO CONSTITUTE CONTRACT. In consideration of the acceptance of the Bonds authorized to be issued hereunder by those who shall hold the same from time to time, this Resolution shall be deemed to be and shall constitute a contract between the Issuer and such Holders. The covenants and agreements herein set forth to be performed by the Issuer shall be for the equal benefit, protection and security of the legal Holders of any and all of the Bonds, all of which shall be of equal rank and without preference, priority or distinction of any of the Bonds over any other thereof, except as expressly provided therein and herein.

SECTION 1.05. FINDINGS. It is hereby ascertained, determined and declared that:

(A) It is in the best interest of the citizens of the Bayside MSTU, Gulfside Beachfront MSTU and Gulfside Interior MSTU that all appropriate actions be taken in order to protect and preserve the beachfront and natural resources of the Issuer located at Cape San Blas.

(B) The most efficient and fairest method of financing the acquisition, purchase and construction of the Project is by the issuance of Limited Ad Valorem Tax Bonds secured by a limited levy of Ad Valorem Taxes within the Bayside MSTU, Gulfside Beachfront MSTU and Gulfside Interior MSTU, respectively.

(C) Pursuant to the Initial Resolutions, the Issuer provided for the holding of separate bond elections within the Gulfside Beachfront MSTU, the Gulfside Interior MSTU and the Bayside MSTU on the question of issuing not exceeding \$4,000,000 limited general obligation bonds of the Issuer in one or more series for purposes of acquiring and improving the Project. The principal of, redemption premium, if any, and interest on such limited general obligation bonds shall be paid from Ad Valorem Taxes levied within the Bayside MSTU, the Gulfside Beachfront MSTU and the Gulfside Interior MSTU, provided that taxes levied within the Bayside MSTU may not exceed 15% of the total taxes levied, taxes levied within the Gulfside Beachfront MSTU may not exceed 50% of the total taxes levied, and taxes levied within the Gulfside Interior MSTU may not exceed 35% of the total taxes levied. Such bonds shall constitute a direct but limited obligation of the Issuer and shall be secured by a pledge of such Ad Valorem Taxes.

(D) On April 12, 2016 a mail-in referendum was completed and the issuance of limited general obligation bonds was approved by a majority vote of the electors within the Bayside MSTU, the Gulfside Beachfront MSTU and the Gulfside Interior MSTU voting in said referendum.

(E) It is in the best interest of the citizens of the Bayside MSTU, the Gulfside Beachfront MSTU and the Gulfside Interior MSTU to issue the Bonds for the purpose of financing the cost of beach renourishment.

ARTICLE II

TERMS, EXECUTION, REGISTRATION AND FORM OF BONDS

SECTION 2.01. AUTHORIZATION AND DESCRIPTION OF BONDS. This Resolution creates a series of Bonds of the Issuer to be designated as "Gulf County, Florida Limited Ad Valorem Tax Bonds, Series 2016 (Cape San Blas Beach Renourishment Project – Bayside, Gulfside Beachfront and Gulfside Interior MSTUs)".

The Bonds shall be dated as of the date of delivery of the Bonds to the purchaser or purchasers thereof or such other date as may be set forth by Supplemental Resolution; shall bear interest at a rate or rates not exceeding the maximum rate permitted by law, payable semi-annually, all as hereafter by Supplemental Resolution provided; and shall be issued as fully registered Bonds, numbered in such manner as shall be provided by Supplemental Resolution. The Bonds shall consist of such amounts of Serial Bonds and Term Bonds, be issued in such denominations, maturing in such years, not later than ten (10) years from the date of issuance and in such amounts; shall be payable in such place or places; shall contain such redemption provisions; and shall have such Registrar and Paying Agents; all as the Issuer shall hereafter by Supplemental Resolution provide.

The principal of, and redemption premium, if any, on the Bonds are payable upon presentation of the Bonds at the office of the Paying Agent. Interest payable on any Bond on any interest payment date will be paid by check or draft of the Paying Agent to the Holder in whose name such Bond shall be registered at the close of business on the date which shall be the fifteenth day of the calendar month (whether or not a business day) next preceding the month in which such interest payment is due. In lieu of payment by check or draft, at the request and expense of a Holder of \$1,000,000 or more in aggregate principal amount of Bonds, payment may be made by bank wire transfer for the account of such Holder. All payments of principal of or Redemption Price, if applicable, and interest on the Bonds 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.

SECTION 2.02. APPLICATION OF BOND PROCEEDS. The proceeds derived from the sale of the Bonds, including accrued interest, if any, shall be applied by the Issuer, simultaneously with the delivery of the Bonds to the purchaser or purchasers thereof, as follows:

(A) Accrued interest shall be deposited in the Debt Service Fund and shall be used for the purpose of paying the interest which shall thereafter become due on the Bonds.

(B) An amount of Bond proceeds equal to the initial Reserve Fund Requirement shall be deposited into the Reserve Fund and used for the purposes thereof.

(C) All costs and expenses in connection with the preparation, issuance and sale of the Bonds, including, without limitation, the fees and expenses of accountants, attorneys and

financial advisors, and the premiums for municipal bond insurance and a Reserve Fund Insurance Policy, shall be paid by the Issuer to those persons who shall be entitled to receive the same. Such amount may, at the option of the Issuer, be deposited in and disbursed from the Project Fund.

(D) All remaining funds shall be deposited in the Project Fund and used to pay all or a portion of the remaining Cost of the Project.

SECTION 2.03. EXECUTION OF BONDS. The Bonds shall be executed in the name of the Issuer by the Chairman and attested by the Clerk, and its official seal or a facsimile thereof shall be affixed thereto or reproduced thereon. The facsimile signatures of such officers may be imprinted or reproduced on the Bonds. In case any officer whose signature shall appear on any Bonds shall cease to be such officer before the delivery or redelivery of such Bonds, such signature or facsimile shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery or redelivery. Any Bonds may be signed and sealed on behalf of the Issuer by such person who at the actual time of the execution of such Bonds shall hold the proper office or the Issuer, although at the date of adoption of this Resolution such person may not have held such office or may not have been so authorized. The Issuer may adopt and use for such purposes the facsimile signature of any persons who shall have been such officers at any time on or after the date of adoption of this Resolution notwithstanding that they may have ceased to be such officers at the time such Bonds shall be actually delivered.

SECTION 2.04. AUTHENTICATION. No Bond shall be secured hereunder or entitled to the benefit hereof or shall be valid or obligatory for any purpose unless there shall be manually endorsed on such Bond a certificate of authentication by the Registrar or such other entity as may be approved by the Issuer for such purpose. Such certificate on any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Resolution. The form of such certificate shall be substantially in the form provided in Section 2.09 hereof.

SECTION 2.05. TEMPORARY BONDS. Until the definitive Bonds are prepared, the Issuer may execute, in the same manner as is provided in Section 2.03, and deliver, upon authentication by the Registrar pursuant to Section 2.04 hereof, in lieu of definitive Bonds, but subject to the same provisions, limitations and conditions as the definitive Bonds, except as to the denominations thereof, one or more temporary Bonds substantially of the tenor of the definitive Bonds in lieu of which such temporary Bond or Bonds are issued, in denominations authorized by the Issuer by subsequent resolution, and with such omissions, insertions and variations as may be appropriate to temporary Bonds. The Issuer, at its own expense, shall prepare and execute definitive Bonds, which shall be authenticated by the Registrar. Upon the surrender of such temporary Bonds for exchange, the Registrar, without charge to the Holder thereof, shall deliver in exchange therefor definitive Bonds, of the same aggregate principal amount and maturity as the temporary Bonds surrendered. Until so exchanged, the temporary Bonds shall in all respects be entitled to the same benefits and security as definitive Bonds issued pursuant to this Resolution. All temporary Bonds surrendered in exchange for another temporary Bond or Bonds or for a definitive Bond or Bonds shall be forthwith cancelled by the Registrar.

SECTION 2.06. BONDS MUTILATED, DESTROYED, STOLEN OR LOST.

In case any Bond shall become mutilated, or be destroyed, stolen or lost, the Issuer may in its discretion issue and deliver, and cause to be authenticated, a new Bond of like tenor as the Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond upon surrender and cancellation of such mutilated Bond or in lieu of and substitution for the Bond destroyed, stolen or lost, and upon the Holder furnishing the Issuer proof of his ownership thereof and satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such expenses as the Issuer may incur. All Bonds so surrendered shall be cancelled by the Registrar for the Bonds. If any of the Bonds shall have matured or be about to mature, instead of issuing a substitute Bond, the Issuer may pay the same, upon being indemnified as aforesaid, and if such Bonds be lost, stolen or destroyed, without surrender thereof.

Any such duplicate Bonds issued pursuant to this Section 2.06 shall constitute original, additional contractual obligations on the part of the Issuer whether or not the lost, stolen or destroyed Bond be at any time found by anyone, and such duplicate Bond shall be entitled to equal and proportionate benefits and rights as to limited pledge of Ad Valorem Taxes as provided in Section 3.01 hereof to the same extent as all other Bonds issued hereunder.

SECTION 2.07. PROVISIONS FOR REDEMPTION. The Bonds shall be subject to redemption as established by Supplemental Resolution.

Notice of such redemption shall be given by the Registrar on behalf of the Issuer, and (A) shall be filed with the Paying Agent of the Bonds and (B) shall be mailed first class, postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the redemption date to the registered Holder of each Bond to be redeemed at the address shown on the registration books hereinafter provided for as of the fifth (5th) business day prior to such mailing. Failure to give any such notice by mailing as aforesaid or any defect therein, shall not affect the validity of any proceedings for the redemption of Bonds as to Holders for which no such failure or defect has occurred.

Each notice of redemption shall state: (1) the name of the issue and the CUSIP numbers of all Bonds being redeemed, (2) the original issue date of such Bonds, (3) the maturity date and rate of interest borne by each Bond being redeemed, (4) the redemption date, (5) the Redemption Price, (6) the date on which such notice is mailed, (7) if less than all Outstanding Bonds are to be redeemed, the certificate number (and, in the case of a partial redemption of any Bond, the principal amount) of each Bond to be redeemed, (8) that on such redemption date there shall become due and payable upon each Bond to be redeemed the Redemption Price thereof, or the Redemption Price of the specified portions of the principal thereof in the case of Bonds to be redeemed in part only, together with interest accrued thereon to the redemption date, and that from and after such date interest thereon shall cease to accrue and be payable, and (9) that the Bonds to be redeemed, whether as a whole or in part, are to be surrendered for payment of the Redemption Price at the principal office of the Paying Agent at an address specified. Any such notice of redemption and the redemption of Bonds pursuant thereto shall be conditioned upon the deposit with the Paying Agent on or prior to the date set for such redemption of funds sufficient to effect such redemption on the designated date.

Within 60 days of the date of redemption, the Paying Agent shall give a second notice of redemption by mailing another copy of the redemption notice to the registered Owners of Bonds called for redemption but which have not been presented for payment within 30 days after the date set for redemption.

In addition to the mailing of the notice described above, each notice of redemption and payment of the Redemption Price shall meet the following requirements; provided, however, the failure to provide such further notice of redemption or to comply with the terms of this paragraph shall not in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed above:

Each further notice of redemption shall be sent by certified mail or overnight delivery service or telecopy to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds (such depositories now being The Depository Trust Company, New York, New York and Midwest Securities Trust Company, Chicago, Illinois) and to two or more national information services which disseminate notices of prepayment or redemption of obligations such as the Bonds (such information services now being Financial Information, Inc.'s "Daily Called Bond Service," Jersey County, New Jersey, Kenny Information Services "Called Bond Service," New York, New York, Moody's "Municipal and Government," New York, New York and Standard & Poor's "Called Bond Record," New York, New York).

The Bonds shall be redeemed only in the principal amount of \$5,000 each and integral multiples thereof. The Issuer shall, at least sixty (60) days prior to the redemption date (unless a shorter time period shall be satisfactory to the Registrar) notify the Registrar of such redemption date and of the principal amount of Bonds to be redeemed. For purposes of any redemption of less than all of the Outstanding Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected not more than sixty (60) days prior to the redemption date by the Registrar, from the Outstanding Bonds of the maturity or maturities designated by the Issuer by such method as the Registrar shall deem fair and appropriate and which may provide for the selection for redemption of Bonds or portions of Bonds in principal amounts of \$5,000 and integral multiples thereof.

If less than all of the Outstanding Bonds of a single maturity are to be redeemed, the Registrar shall promptly notify the Issuer and Paying Agent in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed. Prior to any redemption date, the Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price and interest on all the Bonds or portions of Bonds which are to be redeemed on that date.

Notice of redemption having been given substantially as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the Issuer shall default in the payment thereof) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid

by the Paying Agent at the Redemption Price, plus accrued interest, if any. Each check or other transfer of funds issued by the Paying Agent for the purpose of the payment of the Bonds being redeemed shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. All Bonds which have been redeemed shall be transferred to the Registrar, who shall cancel and destroy such Bonds and who shall furnish a certificate of such destruction to the Issuer.

Any Bond which is to be redeemed only in part shall be surrendered at any place of payment specified in the notice of redemption (with due endorsement by, or written instrument of transfer in form satisfactory to the Registrar duly executed by the Holder thereof or his attorney duly authorized in writing) and the Issuer shall execute and cause to be authenticated, if necessary, and delivered to the Holder of such Bond without service charge, a new Bond or Bonds, of any authorized denomination as requested by such Holder in an aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bonds so surrendered.

SECTION 2.08. INTERCHANGEABILITY, NEGOTIABILITY AND TRANSFER. Bonds, upon surrender thereof at the office of the Registrar with a written instrument of transfer satisfactory to the Registrar, duly executed by the Holder thereof or his attorney duly authorized in writing, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of registered Bonds of the same maturity of any other authorized denominations.

The Bonds issued under this Resolution shall be and have all the qualities and incidents of negotiable instruments under the law merchant and the Uniform Commercial Code of the State of Florida, subject to the provisions for registration and transfer contained in this Resolution and in the Bonds. So long as any of the Bonds shall remain outstanding, the Issuer shall maintain and keep, at the office of the Registrar, books for the registration and transfer of the Bonds; and, upon presentation thereof for such purpose at said office, the Registrar shall register or cause to be registered therein, and permit to be transferred thereon, under such reasonable regulations as it or the Registrar may prescribe, any Bonds entitled to registration or transfer.

Each Bond shall be transferable only upon the books of the Issuer, at the office of the Registrar, under such reasonable regulations as the Registrar and Issuer may prescribe, by the Holder thereof in person or by his attorney duly authorized in writing upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed by the Holder or his duly authorized attorney. Upon the transfer of any such Bond, the Issuer shall issue, and cause to be authenticated, in the name of the transferee a new Bond or Bonds of the same aggregate principal amount and maturity as the surrendered Bond. The Issuer, the Registrar and any Paying Agent or fiduciary of the Issuer may deem and treat the person in whose name any Outstanding Bond shall be registered upon the books of the Issuer as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal, or Redemption Price, if applicable, and interest on such Bond and for all other purposes, and all such payments so made to any such

Holder or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Issuer nor any Paying Agent or other fiduciary of the Issuer shall be affected by any notice to the contrary. To assist the Registrar for the Bonds, the Issuer, in its discretion, may appoint one or more Co-Registrars for the Bonds by Supplemental Resolution.

The Registrar, in any case where it is not also the Paying Agent, shall forthwith (A) following the fifteenth day prior to an interest payment date; (B) following the fifteenth day next preceding the date of first mailing of notice of redemption of any Bonds; and (C) at any other time as reasonably requested by the Paying Agent, certify and furnish to such Paying Agent the names, addresses and holdings of Bondholders and any other relevant information reflected in the registration books. Any Paying Agent of any fully registered Bond shall effect payment of interest on such Bonds by mailing a check or draft to the Holder entitled thereto or may, in lieu thereof, upon the request and at the expense of such Holder, transmit such payment by bank wire transfer for the account of such Holder.

In all cases in which the privilege of exchanging Bonds or transferring Bonds is exercised, the Issuer shall execute and the Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Resolution. Execution of Bonds by the Chairman and Clerk for purposes of exchanging, replacing or transferring Bonds may occur at the time of the original delivery of the Bonds. All Bonds surrendered in any such exchanges or transfers shall be held by the Registrar in safekeeping until directed by the Issuer to be cancelled by the Registrar. For every such exchange or transfer of Bonds, the Issuer or the Registrar may make a charge sufficient to reimburse it for any tax, fee, expense or other governmental charge required to be paid with respect to such exchange or transfer. The Issuer and the Registrar shall not be obligated to make any such exchange or transfer of Bonds during the fifteen (15) days next preceding an interest payment date on the Bonds, or, in the case of any proposed redemption of Bonds, then, in the case of Bonds to be redeemed, during the fifteen (15) days next preceding the date of the first mailing of notice of such redemption and continuing until such redemption date.

The Issuer may elect to issue any Bonds as uncertificated registered public obligations (not represented by instruments), commonly known as book-entry obligations, provided it shall establish a system of registration therefor by Supplemental Resolution.

SECTION 2.09. FORMS OF BONDS. The text of the Bonds shall be in substantially the following form with such omissions, insertions and variations, including any changes required to provide for book-entry only registration of the Bonds, as may be necessary or desirable and approved by the Chairman or the Clerk prior to the issuance thereof (which necessity or desirability and approval shall be presumed by such officer's execution of the Bonds and the Issuer's delivery of the Bonds to the purchaser or purchasers thereof):

No. R-

\$

UNITED STATES OF AMERICA
STATE OF FLORIDA
GULF COUNTY, FLORIDA
LIMITED AD VALOREM TAX BOND,
SERIES 2016
(CAPE SAN BLAS BEACH RENOURISHMENT PROJECT --
BAYSIDE, GULFSIDE BEACHFRONT AND GULFSIDE INTERIOR MSTUs)

<u>Interest</u> <u>Rate</u>	<u>Maturity</u> <u>Date</u>	<u>Date of</u> <u>Original Issue</u>	<u>CUSIP</u>
_____ %	_____, ____	_____	_____

Registered Holder:

Principal Amount:

KNOW ALL MEN BY THESE PRESENTS, that Gulf County, Florida (the "Issuer"), a political subdivision of the State of Florida, hereby acknowledges itself to be indebted, and for value received, hereby promises to pay to the Registered Holder identified above, or registered assigns, as hereinafter provided, on the Maturity Date specified above, the Principal Amount identified above, and to pay interest on such Principal Amount from the Date of Original Issue identified above or the most recent interest payment date to which interest has been paid at the Interest Rate per annum identified above on _____ 1 and _____ 1 of each year commencing _____ until such Principal Amount shall be paid, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto.

The Principal Amount and redemption premium, if any, on this bond will be payable upon presentation at the principal corporate trust office of _____, _____, _____, as Paying Agent. Interest on this bond shall be payable by the Paying Agent by check or draft to the Registered Holder in whose name such Bond shall be registered on the registration books of the Issuer maintained by _____, _____, _____, as Registrar, at the close of business on the date which shall be the fifteenth day of the calendar month (whether or not a business day) preceding the month in which the interest payment is due. In lieu of payment by check or draft, at the request and expense of a Registered Holder of at least \$1,000,000 aggregate principal amount of Bonds, payment may be made by bank wire transfer for the account of the Registered Holder. This bond shall be payable, with respect to interest, principal and redemption price, 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.

This bond is one of an authorized issue of bonds in the initial aggregate principal amount of \$_____ (the "Bonds") of like date, tenor and effect, except as to maturity date, interest rate, denomination and number, issued for the purpose of financing the cost of improvements to the Cape San Blas beachfront to replenish, replace and solidify the sandy beach therein, under the authority of and in full compliance with the Constitution and laws of the State of Florida, including, particularly, Chapter 125, Florida Statutes, Section 12, Article VII, of the Florida Constitution, and other applicable provisions of law, and a resolution duly adopted by the Board of County Commissioners of the Issuer on May 24, 2016, as amended and supplemented (the "Resolution"), and is subject to all the terms and conditions of the Resolution.

In accordance with the terms of the Resolution, the Issuer has made a limited pledge of the Ad Valorem Taxes imposed within its Cape San Blas Bayside Municipal Services Taxing Unit, its Cape San Blas Gulfside Beachfront Municipal Services Taxing Unit and its Cape San Blas Gulfside Interior Municipal Services Taxing Unit for the full and prompt payment of the principal of, redemption premium, if any, and interest on the Bonds. A direct annual tax shall be levied upon all taxable property within such units to make such payments, subject to the limitations set forth in the Resolution. Provision shall be included and made in the annual budget and tax levy for the levy of such taxes, which tax shall be levied and collected at the same time, and in the same manner, as other ad valorem taxes of the Issuer are assessed, levied and collected.

This bond is transferable in accordance with the terms of the Resolution only upon the books of the Issuer kept for that purpose at the principal office of the Registrar by the Registered Holder hereof in person or by his attorney duly authorized in writing, upon the surrender of this bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Holder or his attorney duly authorized in writing, and thereupon a new bond or bonds in the same aggregate principal amount shall be issued to the transferee in exchange therefor, and upon the payment of the charges, if any, therein prescribed. The Bonds are issuable in the form of fully registered bonds in the denomination of \$5,000 and any integral multiple thereof, not exceeding the aggregate principal amount of the Bonds. The Issuer, the Registrar and Paying Agent may treat the Registered Holder of this bond as the absolute owner hereof for all purposes, whether or not this bond shall be overdue, and shall not be affected by any notice to the contrary. The Issuer shall not be obligated to make any exchange or transfer of the Bonds during the fifteen (15) days next preceding an interest payment date or, in the case of any proposed redemption of the Bonds, then, in the case of Bonds to be redeemed, during the fifteen (15) days next preceding the date of the first mailing of notice of such redemption.

(insert redemption provisions)

Redemption of this bond under the preceding paragraphs shall be made as provided in the Resolution upon notice given by first class mail sent not more than sixty (60) days and not less than thirty (30) days prior to the redemption date to the Registered Holder hereof at the address shown on the registration books maintained by the Registrar; provided, however, that failure to

mail notice to the Registered Holder hereof, or any defect therein, shall not affect the validity of the proceedings for redemption of Bonds as to which no such failure or defect has occurred. In the event that less than the full principal amount hereof shall have been called for redemption, the Registered Holder hereof shall surrender this bond in exchange for one or more Bonds in aggregate principal amount equal to the unredeemed portion of principal, as provided in the Resolution.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this bond, exist, have happened and have been performed, in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto, and that the issuance of the Bonds does not violate any constitutional or statutory limitations or provisions.

This bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar.

IN WITNESS WHEREOF, Gulf County, Florida, has issued this bond and has caused the same to be executed by the manual or facsimile signature of the Chairman of its Board of County Commissioners and attested to by the manual or facsimile signature of its Clerk, and its official seal or a facsimile thereof to be affixed or reproduced hereon, all as of the Date of Original Issue.

GULF COUNTY, FLORIDA

(SEAL)

Chairman, Board of County Commissioners

ATTEST:

Clerk

CERTIFICATE OF AUTHENTICATION

This bond is one of the Bonds of the Issue described in the within-mentioned Resolution.

DATE OF AUTHENTICATION:

By: _____
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

Insert Social Security or Other Identifying Number of Assignee

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint
, as attorneys to register the transfer of the said Bond on the books kept for registration thereof
with full power of substitution in the premises.

Dated: _____

Signature guaranteed:

NOTICE: Signature must be guaranteed by
an institution which is a participant in the
Securities Transfer Agent Medallion
Program (STAMP) or similar program.

NOTICE: The signature to this assignment
must correspond with the name of the
Holder as it appears upon the face of the
within Bond in every particular, without
alteration or enlargement or any change
whatever and the Social Security or other
identifying number of such assignee must be
supplied.

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants in common

TEN ENT -- as tenants by the entirety

JT TEN -- as joint tenants with right of survivorship and not as tenants in common

UNIF TRANS MIN ACT -- _____
(Cust.)

Custodian for _____

under Uniform Transfer to Minors Act of _____
(State)

Additional abbreviations may also be used though not in list above.

ARTICLE III

SECURITY FOR THE BONDS

SECTION 3.01. LIMITED PLEDGE OF AD VALOREM TAXES. In accordance with the terms hereof and of the Initial Resolutions, the ad valorem taxing power of the Issuer within the Bayside MSTU, the Gulfside Beachfront MSTU and the Gulfside Interior MSTU shall be and are hereby pledged for the full and prompt payment of the principal of, redemption premium, if any, and interest on the Bonds; provided, that such pledge is a limited obligation of the Issuer in that taxes levied with the Bayside MSTU may not exceed 15% of the total taxes levied, taxes levied within the Gulfside Beachfront MSTU may not exceed 50% of the total taxes levied, and taxes levied within the Gulfside Interior MSTU may not exceed 35% of the total taxes levied. A direct annual tax shall be levied upon all taxable property within the Bayside MSTU, Gulfside Beachfront MSTU and Gulfside Interior MSTU to make such payments, subject to the foregoing limitation. Provision shall be included and made in the annual budget and tax levy for the levy of the taxes hereinbefore provided. Whenever the Issuer shall, in any year, have irrevocably deposited in the Debt Service Fund for the Bonds any moneys derived from sources other than the aforementioned property tax, said property tax may be correspondingly diminished; but any such diminution must leave available an amount of such taxes, after allowance for anticipated delinquencies in collection, fully sufficient, with such moneys so deposited from other sources, to assure the prompt payment of the principal of, redemption premium, if any, and interest on the Bonds falling due prior to the time that the proceeds of the next annual property tax levy will be available. Such Ad Valorem Taxes shall be levied and collected at the same time, and in the same manner, as other ad valorem taxes of the Issuer are assessed, levied and collected. The Issuer hereby irrevocably pledges such Ad Valorem Taxes to the payment of the Bonds.

SECTION 3.02. PROJECT FUND. The Issuer covenants and agrees to establish a separate fund or consolidated bank account in the manner provided in Section 4.01(E) hereof in a bank or trust company in the State of Florida, which is eligible under the laws of such State to receive funds of the Issuer, to be known as the "Gulf County, Florida Limited Ad Valorem Tax Bonds (Cape San Blas Beach Renourishment Project) Project Fund," which shall be used only for payment of the Cost of the Project. Moneys in the Project Fund, until applied in payment of any item of the Cost of the Project in the manner hereinafter provided, shall be held in trust by the Issuer and shall be subject to a lien and charge in favor of the Holders of the Bonds and for the further security of such Holders.

The Issuer and any Authorized Officer thereof are hereby authorized to make disbursements from the Project Fund to pay the Cost of the Project. The Issuer shall make such disbursement only upon receipt by the Clerk of a requisition or purchase order of an Authorized Officer stating (A) the requisition number, (B) the name and address of the person to whom the payment is to be made, (C) the amount to be paid, (D) the purpose on account of which the payment is to be made, showing the total amount to be paid, any amount previously paid, and the unpaid balance, (E) that the amount to be paid was properly incurred and is a proper charge against the Project Fund, and (F) that the amount requisitioned is due and unpaid.

Notwithstanding any of the other provisions of this Section 3.02, to the extent that other moneys are not available therefor, amounts in the Project Fund shall be applied to the payment of principal and interest on the Bonds when due.

The date of completion of the acquisitions and purchases comprising the Project shall be determined by an Authorized Officer who shall certify such fact in writing to the Board. Promptly after the date of the completion of the Project, and after paying or making provisions for the payment of all unpaid items of the Cost of the Project, the Issuer shall deposit any balance of moneys remaining in the Project Fund into the Debt Service Fund and redeem or purchase Bonds at the earliest possible date, or, provided the Issuer has first received an opinion of Bond Counsel to the effect that such use shall not cause interest on the Bonds to be included in gross income for purposes of federal income taxation or be in violation of the Act, such moneys may be used in such other manner as shall be determined by the Board.

SECTION 3.03. ISSUANCE OF ADDITIONAL BONDS. The Issuer will not issue any other obligations payable from the Ad Valorem Taxes within the Bayside MSTU, Gulfside Beachfront MSTU and Gulfside Interior MSTU to finance the Project while the Bonds are Outstanding, other than bonds issued to refund the Bonds issued hereunder.

ARTICLE IV

COVENANTS OF THE ISSUER

SECTION 4.01. COVENANTS OF THE ISSUER. For as long as any of the principal of and interest on any of the Bonds shall be Outstanding and unpaid or until provision has been made for such payment under Section 5.04 hereof, the Issuer covenants with the Holders of any and all Bonds as follows:

(A) Debt Service Fund and Debt Service Reserve Fund. The Issuer covenants and agrees to establish with a bank or trust company in the State of Florida, which is eligible under the laws of such State to receive funds of the Issuer, separate funds or a consolidated bank account maintained in the manner provided in Section 4.01(E) to be known as the "Gulf County, Florida Limited Ad Valorem Tax Bonds (Cape San Blas Beach Renourishment Project) Debt Service Fund" and the "Gulf County, Florida Limited Ad Valorem Tax Bonds (Cape San Blas Beach Renourishment Project) Debt Service Reserve Fund."

(B) Disposition of Ad Valorem Taxes. All Ad Valorem Taxes levied and collected as provided in Section 3.01 of this Resolution shall be deposited as received as follows:

(1) Ad Valorem Taxes shall first be deposited to the Debt Service Fund. Moneys in the Debt Service Fund shall be disbursed for (i) the payment of the interest on the Bonds as such interest falls due, (ii) the payment of the principal of the Serial Bonds at their respective maturities, (iii) the payment of the Amortization Installments of the Term Bonds as the same shall become due, and (iv) the payment of the necessary charges for paying Bonds and interest thereon and for all other services relating to the investment of funds established hereunder or relating to the Rebate Fund.

The Issuer, in its discretion, may use moneys in the Debt Service Fund to purchase or redeem Bonds coming due on the next principal payment date, provided such purchase or redemption does not adversely affect the Issuer's ability to pay the principal or interest coming due on such principal payment date on the Bonds not so purchased or redeemed.

At least three (3) business days prior to the date established for payment of any principal of or Redemption Price, if applicable, or interest on the Bonds, the Issuer shall withdraw from the Debt Service Fund sufficient moneys to pay such principal or Redemption Price, if applicable, or interest and deposit such moneys with the Paying Agent for the Bonds to be paid.

(2) The Reserve Fund shall be funded at the time of issuance of the Bonds in an amount equal to the Reserve Fund Requirement. There shall next be deposited to the Reserve Fund, after payments pursuant to Section 4.01(B)(1), above, such sum, if any, as will be necessary to immediately restore any funds on deposit therein to an amount equal to the Reserve Fund Requirement applicable thereto, including the reinstatement of any Reserve Fund Insurance Policy or Reserve Fund Letter of Credit on deposit therein; provided, in no event shall the amount deposited in the Reserve Fund be less than (a) one fourth (1/4) of the amount which

would enable the Issuer to restore the funds on deposit to an amount equal to the Reserve Fund Requirement in four (4) months from the date of such shortfall in the event such shortfall is a result of a decrease in the market value of Authorized Investments on deposit therein, or (b) one twelfth (1/12) of the amount which would enable the Issuer to restore the funds on deposit to an amount equal to the Reserve Fund Requirement in one (1) year from the date of such shortfall if such shortfall is a result of a withdrawal from such subaccount(s). Such obligation to replenish the Reserve Fund shall be payable from Ad Valorem Taxes after the deposits required in paragraph (1) above. On or prior to each principal and interest payment date for the Bonds, moneys in the Reserve Fund shall be applied by the Issuer to the payment of the principal of, or Redemption Price, if applicable, and interest on the Bonds to the extent moneys in the Debt Service Fund are insufficient therefor. Whenever there shall be surplus moneys in the Reserve Fund by reason of a decrease in the Reserve Fund Requirement or due to a deposit of a Reserve Fund Letter of Credit or Reserve Fund Insurance Policy, such surplus moneys shall be deposited by the Issuer into the Debt Service Fund.

Notwithstanding the foregoing provisions, in lieu of the required deposits into the Reserve Fund, the Issuer may, with the prior written consent of the Insurer, cause to be deposited into the Reserve Fund a Reserve Fund Insurance Policy and/or Reserve Fund Letter of Credit for the benefit of the Bondholders in an amount equal to the difference between the Reserve Fund Requirement and the sums then on deposit in the Reserve Fund, if any. Such Reserve Fund Insurance Policy and/or Reserve Fund Letter of Credit shall be payable to the Paying Agent (upon the giving of notice as required thereunder) on any interest payment or redemption date on which a deficiency exists which cannot be cured by funds in any other fund or account held pursuant to this Resolution and available for such purpose. The issuer providing such Reserve Fund Insurance Policy and/or Reserve Fund Letter of Credit shall either be (a) an insurer (i) licensed to issue an insurance policy guaranteeing the timely payment of debt service on the Bonds, whose municipal bond insurance policies insuring the payment, when due, of the principal of and interest on municipal bond issues results in such issues being rated at least A by Standard & Poor's Corporation or A by Moody's, or (ii) is approved in advance by the Insurer, or (b) a commercial bank the bonds payable or guaranteed by which have been assigned a rating of at least A by Standard & Poor's Corporation. In addition, such Reserve Fund Insurance Policy and/or Reserve Fund Letter of Credit shall be for a term of not less than twelve (12) months (or, if the Bonds will mature in full within twelve months, such term shall end not earlier than the final maturity of the Bonds). Any Reserve Fund Letter of Credit shall be payable in one or more draws upon presentation by the beneficiary of a sight draft accompanied by its certificate that it then holds insufficient funds to make a required payment of principal or interest on the Bonds. The draws shall be payable within two days of presentation of the sight draft. The Reserve Fund Letter of Credit shall be for a term of not less than three years and shall be subject to an "evergreening" feature so as to provide the Issuer with at least 30 months' notice of termination. The issuer of the Reserve Fund Letter of Credit shall be required to notify the Issuer and the Paying Agent, not later than 30 months prior to the stated expiration date of the Reserve Fund Letter of Credit, as to whether such expiration date shall be extended, and if so, shall indicate the new expiration date.

Cash on deposit in the Reserve Fund shall be used (or investments purchased with such cash shall be liquidated and the proceeds applied as required) prior to any drawing on a Reserve Fund Letter of Credit or Reserve Account Insurance Policy. If and to the extent a Reserve Fund

Letter of Credit and Reserve Fund Insurance Policy are deposited into the Reserve Fund or more than one Reserve Fund Letter of Credit or Reserve Fund Insurance Policy are deposited into the Reserve Fund, drawings thereunder and repayments of costs associated therewith shall be made on a pro rata basis, calculated by reference to the maximum amounts available thereunder.

The right of the issuer of a Reserve Fund Letter of Credit or Reserve Fund Insurance Policy to payment or reimbursement of its fees and expenses shall be senior to cash replenishment of the Reserve Fund. The Reserve Fund Letter of Credit or Reserve Fund Insurance Policy shall provide for a revolving feature under which the amount available thereunder will be reinstated to the extent of any reimbursement of draws or claims paid, plus interest and expenses. If the revolving feature is suspended or terminated for any reason other than nonpayment of amounts due to such provider, the right of the issuer of the Reserve Fund Letter of Credit or Reserve Fund Insurance Policy to reimbursement will be subordinated to cash replenishment of the Reserve Fund to an amount equal to the difference between the full original amount available under the Reserve Fund Letter of Credit or Reserve Fund Insurance Policy and the amount then available for further draws or claims.

If fifteen (15) days prior to an interest payment or redemption date, the Issuer shall determine that a deficiency exists in the amount of moneys available to pay in accordance with the terms hereof interest and/or principal due on the Bonds on such date, the Issuer shall immediately notify (i) the issuer of the applicable Reserve Fund Insurance Policy and/or the issuer of the Reserve Fund Letter of Credit and the Insurer, and (ii) take or cause the Paying Agent to take whatever action may be required to effectuate a disbursement under said Reserve Fund Insurance Policy and/or Reserve Fund Letter of Credit in order to fund such deficiency.

If a disbursement is made from a Reserve Fund Insurance Policy and/or Reserve Fund Letter of Credit provided pursuant to this Section 4.01(B)(2), the Issuer shall reinstate the maximum limits of such Reserve Fund Insurance Policy and/or Reserve Fund Letter of Credit following such disbursement from moneys available hereunder in accordance with the provisions of the first paragraph of this Section 4.01(B)(2), subject to the provisions set forth in the fourth paragraph of this Section 4.01(B)(2), by depositing funds in the amount of the disbursement made under such instrument, with the issuer thereof, together with interest thereon to the date of reimbursement at the rate set forth in such Reserve Fund Insurance Policy or agreement relating thereto or such Reserve Fund Letter of Credit, but in no case greater than the maximum rate of interest permitted by law. In addition, the Issuer shall, subject to the provisions set forth in the fourth paragraph of this Section 4.01(B)(2), reimburse the issuer of the Reserve Fund Insurance Policy and/or the issuer of the Reserve Fund Letter of Credit for all reasonable expenses incurred by such issuer in connection with the Reserve Fund Insurance Policy or the Reserve Fund Letter of Credit, as the case may be.

(3) Any remaining Ad Valorem Taxes shall be used to pay any outstanding amounts owed to any Insurer or provider of a Reserve Fund Insurance Policy or Reserve Fund Letter of Credit.

(4) Whenever the amount on deposit in the Reserve Fund (other than amounts available under a Reserve Fund Insurance Policy or Reserve Fund Letter of Credit), together with the amounts on deposit in the Debt Service Fund, are sufficient to fully pay all Outstanding

Bonds in accordance with their terms (including principal or applicable Redemption Price and interest thereon), no further deposits to the Debt Service Fund need be made and the funds on deposit in the Reserve Fund may be transferred to the Debt Service Fund for the payment of the Bonds.

(C) Rebate Fund. The Issuer covenants and agrees to establish with a bank or trust company in the State of Florida, which is eligible to receive funds of the Issuer, a fund to be known as the "Gulf County Limited Ad Valorem Tax Bonds (Cape San Blas Beach Renourishment Project) Rebate Fund." Amounts on deposit in the Rebate Fund shall be held in trust by the Issuer and used solely to make required rebates to the United States (except to the extent the same may be transferred to the Debt Service Fund) and the Bondholders shall have no right to have the same applied for debt service on the Bonds. The Issuer agrees to undertake all actions required of it in its tax exemption certificate related to the Bonds, including, but not limited to:

(i) making a determination in accordance with the Code of the amount required to be deposited in the Rebate Fund;

(ii) depositing the amount determined in clause (i) above into the Rebate Fund;

(iii) paying on the dates and in the manner required by the Code to the United States Treasury from the Rebate Fund and any other legally available moneys of the Issuer such amounts as shall be required by the Code to be rebated to the United States Treasury; and

(iv) keeping such records of the determinations made pursuant to this Section 4.01(C) as shall be required by the Code, as well as evidence of the fair market value of any investments purchased with proceeds of the Bonds.

The provisions of the above-described tax exemption certificate may be amended without the consent of any Holder or Insurer from time to time as shall be necessary, in the opinion of Bond Counsel, to comply with the provisions of the Code.

(D) Investments. The Project Fund, the Debt Service Fund and the Reserve Fund shall constitute trust funds for the purposes provided herein for such funds and accounts and shall be subject to a lien and charge in favor of the Holders of the Bonds and for the further security for such Holders. Such Funds shall be continuously secured in the manner by which the deposit of public funds are authorized to be secured by the laws of the State of Florida. Moneys on deposit in the Project Fund, the Debt Service Fund and the Reserve Fund may be invested and reinvested, to the extent lawful, in Authorized Investments maturing not later than the date on which the moneys therein will be needed. Any and all income received by the Issuer from the investment of moneys in the Project Fund and in the Debt Service Fund shall be retained in such respective fund. Any and all income received by the Issuer from the investment of moneys in the Reserve Fund shall be retained in such fund if the amount on deposit therein is less than the Reserve Fund Requirement, and otherwise shall be transferred to the Debt Service Fund.

Nothing contained in this Resolution shall prevent any Authorized Investments acquired as investments of or security for funds held under this Resolution from being issued or held in book-entry form on the books of the Department of the Treasury of the United States.

The Issuer shall at any time and from time to time appoint one or more depositories to hold, for the benefit of the Bondholders, any one or more of the funds established hereby. Such depository or depositories shall perform at the direction of the Issuer the duties of the Issuer in depositing, transferring and disbursing moneys to and from each of such funds as herein set forth, and all records of such depository in performing such duties shall be open at all reasonable times to inspection by the Issuer and its agents and employees. Any such depository shall be a bank or trust company duly authorized to exercise corporate trust powers and subject to examination by federal or state authority, of good standing, and having a combined capital, surplus and undivided profits aggregating not less than fifty million dollars (\$50,000,000).

(E) Separate Accounts. The moneys required to be accounted for in each of the foregoing funds established herein may be deposited in a single bank account, and funds allocated to the various funds established herein may be invested in a common investment pool, provided that adequate accounting records are maintained to reflect and control the restricted allocation of the moneys on deposit therein and such investments for the various purposes of such funds as herein provided.

The designation and establishment of the various funds in and by this Resolution shall not be construed to require the establishment of any completely independent, self-balancing funds as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues for certain purposes and to establish certain priorities for application of such revenues as herein provided.

SECTION 4.02. FEDERAL INCOME TAX COVENANTS. The Issuer covenants with the Holders of the Bonds that it shall not use the proceeds of such Bonds in any manner which would cause the interest on such Bonds to be or become subject to federal income taxation. The Issuer shall be entitled to rely on an opinion of Bond Counsel as to whether any action will cause interest on the Bonds to be included in gross income of the Holders thereof for purposes of federal income taxation.

The Issuer covenants with the Holders of the Bonds that neither the Issuer nor any person under its control or direction will make any use of the proceeds of such Bonds (or amounts deemed to be proceeds under the Code) in any manner which would cause such Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code, and neither the Issuer nor any other person shall do any act or fail to do any act which would cause the interest on such Bonds to become subject to federal income taxation.

The Issuer hereby covenants with the Holders of the Bonds that it will comply with all provisions of the Code necessary to maintain the exclusion of interest on the Bonds from gross income for purposes of federal income taxation, including, in particular, the payment of any amount required to be rebated to the U.S. Treasury pursuant to the Code.

SECTION 4.03. NO IMPAIRMENT. The pledge of the Ad Valorem Taxes of the Issuer in the manner and to the extent provided in Section 3.01 of this Resolution shall not be subject to repeal, modification or impairment by any subsequent ordinance, resolution or other proceedings of the Board. The Issuer will take all lawful action necessary or required to continue to entitle the Issuer to receive such Ad Valorem Taxes pledged in this Resolution as provided in Section 3.01 hereof and will take no action which will impair or adversely affect its receipt of said Ad Valorem Taxes.

SECTION 4.04. EVENTS OF DEFAULT. The following events shall each constitute an "Event of Default":

(A) Failure to pay the principal of, Amortization Installment, redemption premium or interest on any Bond when due.

(B) There shall occur the dissolution or liquidation of the Issuer, or the filing by the Issuer of a voluntary petition in bankruptcy, or the commission by the Issuer of any act of bankruptcy, or adjudication of the Issuer as a bankrupt, or assignment by the Issuer for the benefit of its creditors, or appointment of a receiver for the Issuer, or the entry by the Issuer into an agreement of composition with its creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Issuer in any proceeding for its reorganization instituted under the provisions of the Federal Bankruptcy Act, as amended, or under any similar act in any jurisdiction which may now be in effect or hereafter enacted.

(C) Failure by the Issuer in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Resolution on the part of the Issuer to be performed, and such default shall continue for a period of thirty (30) days after written notice of such default shall have been received from the Holders of not less than twenty-five percent (25%) of the aggregate principal amount of Bonds Outstanding.

SECTION 4.05. REMEDIES. Any Holder of Bonds issued under the provisions of this Resolution or any trustee or receiver acting for such Bondholders may either at law or in equity, by suit, action, mandamus or other proceedings in any court of competent jurisdiction, protect and enforce any and all rights under the Laws of the State of Florida, or granted and contained in this Resolution, and may enforce and compel the performance of all duties required by this Resolution or by any applicable statutes to be performed by the Issuer or by any officer thereof.

The Holder or Holders of Bonds in an aggregate principal amount of not less than twenty-five percent (25%) of the Bonds then Outstanding may by a duly executed certificate in writing appoint a trustee for Holders of Bonds issued pursuant to this Resolution with authority to represent such Bondholders in any legal proceedings for the enforcement and protection of the rights of such Bondholders, and such certificate shall be executed by such Bondholders or their duly authorized attorneys or representatives, and shall be filed in the office of the Clerk.

SECTION 4.06. REMEDIES CUMULATIVE. No remedy herein conferred upon or reserved to the Bondholders is intended to be exclusive of any other remedy or remedies, and

each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

SECTION 4.07. WAIVER OF DEFAULT. No delay or omission of any 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 an acquiescence therein; and every power and remedy given by this Resolution to the Bondholders may be exercised from time to time, and as often as may be deemed expedient.

SECTION 4.08. CONTROL BY INSURER. Upon the occurrence and continuance of any default, the Insurer, if the Insurer shall have honored all of its commitments under its Bond Insurance Policy, shall be entitled to direct and control the enforcement of all rights and remedies granted to the Holders of the Bonds insured thereby for the benefit of such Bondholders under this Resolution, including, without limitation: (i) the right to accelerate the principal of the Bonds as described herein and (ii) the right to annul any declaration of acceleration. The Insurer also shall be entitled to approve all waivers of events of default.

ARTICLE V

MISCELLANEOUS

SECTION 5.01. SUPPLEMENTAL RESOLUTION WITHOUT BONDHOLDERS' CONSENT. The Issuer, from time to time and at any time, may adopt such Supplemental Resolutions without the consent of the Bondholders, but upon prior written notice to the Bond Insurer (which Supplemental Resolution shall thereafter form a part hereof) for any of the following purposes:

(A) To cure any ambiguity or formal defect or omission or to correct any inconsistent provisions in this Resolution, as supplemented, or to clarify any matters or questions arising hereunder.

(B) To grant to or confer upon the Bondholders any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the Bondholders.

(C) To add to the conditions, limitations and restrictions on the issuance of Bonds under the provisions of this Resolution other conditions, limitations and restrictions thereafter to be observed.

(D) To add to the covenants and agreements of the Issuer in this Resolution other covenants and agreements thereafter to be observed by the Issuer or to surrender any right or power herein reserved to or conferred upon the Issuer.

(E) To specify and determine the matters and things relative to the Bonds which are not contrary to or inconsistent with this Resolution as theretofore in effect, or to amend, modify or rescind any such authorization, specification or determination at any time prior to the first delivery of such Bonds.

(F) To make any other change that, in the opinion of the Issuer, would not materially adversely affect the security for the Bonds. In making such determination, the Issuer shall not take any Bond Insurance Policy into consideration.

SECTION 5.02. SUPPLEMENTAL RESOLUTION WITH BONDHOLDERS' CONSENT. Subject to the terms and provisions contained in this Section 5.02 and in Sections 5.01 and 5.03 hereof, the Insurer, or if the Bond Insurance Policy is no longer in effect, Holder or Holders of not less than a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, anything contained in this Resolution to the contrary notwithstanding, to consent to and approve the adoption of such Supplemental Resolution or Resolutions hereto as shall be deemed necessary or desirable by the Issuer for the purpose of supplementing, modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Resolution. No Supplemental Resolution may be approved or adopted without the consent of all affected Bondholders which shall permit or require (A) an extension of the maturity of the principal of or the payment of interest on any

Bond issued hereunder, (B) reduction in the principal amount of any Bond or the Redemption Price or the rate of interest thereon, (C) a preference or priority of any Bond or Bonds over any other Bond or Bonds, or (D) a reduction in the aggregate principal amount of the Bonds required for consent to such Supplemental Resolution. Nothing herein contained, however, shall be construed as making necessary the approval by Bondholders of the adoption of any Supplemental Resolution as authorized in Section 5.01 hereof.

If at any time the Issuer shall determine that it is necessary or desirable to adopt any Supplemental Resolution pursuant to this Section 5.02, the Clerk shall cause the Registrar to give notice of the proposed adoption of such Supplemental Resolution and the form of consent to such adoption to be mailed, postage prepaid, to all Bondholders at their addresses as they appear on the registration books. Such notice shall briefly set forth the nature of the proposed Supplemental Resolution and shall state that copies thereof are on file at the offices of the Clerk and the Registrar for inspection by all Bondholders. The Issuer shall not, however, be subject to any liability to any Bondholder by reason of its failure to cause the notice required by this Section 5.02 to be mailed, and any such failure shall not affect the validity of such Supplemental Resolution when consented to and approved as provided in this Section 5.02.

Whenever the Issuer shall deliver to the Clerk an instrument or instruments in writing purporting to be executed by the Holders of not less than a majority in aggregate principal amount of the Bonds then Outstanding, which instrument or instruments shall refer to the proposed Supplemental Resolution described in such notice and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, the Issuer may adopt such Supplemental Resolution in substantially such form, without liability or responsibility to any Holder of any Bond, whether or not such Holder shall have consented thereto.

If the Holders of not less than a majority in aggregate principal amount of the Bonds Outstanding at the time of the adoption of such Supplemental Resolution shall have consented to and approved the adoption thereof as herein provided, no Holder of any Bond shall have any right to object to the adoption of such Supplemental Resolution, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the Issuer from adopting the same or from taking any action pursuant to the provisions thereof.

Upon the adoption of any Supplemental Resolution pursuant to the provisions of this Section 5.02, this Resolution shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Resolution of the Issuer and all Holders of Bonds then Outstanding shall thereafter be determined, exercised and enforced in all respects under the provisions of this Resolution as so modified and amended.

SECTION 5.03. INSURER'S CONSENT ON BEHALF OF BONDHOLDERS.

For purposes of amending this Resolution pursuant to Section 5.02 hereof, an Insurer of Bonds shall be considered the Holder of such Bonds which it has insured, provided such Bonds, at the time of the adoption of the amendment, shall be rated by the rating agencies which shall have rated such Bonds at the time such Bonds were insured no lower than the ratings assigned thereto

by such rating agencies on such date of being insured. The consent of the Holders of such Bonds shall not be required if the Insurer of such Bonds shall consent to the amendment as provided by this Section 5.03. At least 15 days prior to adoption of any amendment made pursuant to this Section 5.03, notice of such amendment shall be delivered to the rating agencies rating the Bonds. Upon filing with the Clerk of evidence of such consent of the Insurer or Insurers as aforesaid, the Issuer may adopt such Supplemental Resolution. After the adoption by the Issuer of such Supplemental Resolution, notice thereof shall be mailed in the same manner as notices of an amendment under Section 5.02 hereof.

SECTION 5.04. DEFEASANCE. If the Issuer shall pay or cause to be paid or there shall otherwise be paid to the Holders of all Bonds, the principal of, or Redemption Price, if applicable, and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Resolution, then the pledge of the Ad Valorem Taxes as provided in Section 3.01 hereof, and all covenants, agreements and other obligations of the Issuer to the Bondholders, shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Paying Agent shall pay over or deliver to the Issuer all money or securities held by them pursuant to this Resolution which are not required for the payment or redemption of Bonds not theretofore surrendered for such payment or redemption.

Any Bonds or interest installments appertaining thereto, whether at or prior to the maturity or redemption date of such Bonds, shall be deemed to have been paid within the meaning of this Section 5.04 if (A) in case any such Bonds are to be redeemed prior to the maturity thereof, there shall have been taken all action necessary to call such Bonds for redemption and notice of such redemption shall have been duly given or provision shall have been made for the giving of such notice, and (B) there shall have been deposited in irrevocable trust with a banking institution or trust company by or on behalf of the Issuer either moneys in an amount which shall be sufficient, or Federal Securities the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with a bank or trust company at the same time shall be sufficient to pay when due the principal of, or Redemption Price, if applicable, and interest due and to become due on said Bonds on and prior to the redemption date or maturity date thereof, as the case may be. Except as hereinafter provided, neither the Federal Securities nor any moneys so deposited with such bank or trust company nor any moneys received by such bank or trust company on account of principal of, Redemption Price, if applicable, or interest on said Federal Securities shall be withdrawn or used for any purpose other than, and all such moneys shall be held in trust for and be applied to, the payment when due, of the principal of, or Redemption Price, if applicable, of the Bonds for the payment or redemption of which they were deposited and the interest accruing thereon to the date of maturity or redemption; provided, however, the Issuer may substitute new Federal Securities and moneys for the deposited Federal Securities and moneys if the new Federal Securities and moneys are sufficient to pay the principal of or Redemption Price, if applicable, and interest on the refunded Bonds.

Nothing herein shall be deemed to require the Issuer to call any of the outstanding Bonds for redemption prior to maturity pursuant to any applicable optional redemption provisions, or to impair the discretion of the Issuer in determining whether to exercise any such option for early redemption.

In the event that the principal of or Redemption Price, if applicable, and interest due on the Bonds shall be paid by the Insurer pursuant to the Bond Insurance Policy, such Bonds shall remain Outstanding for all purposes, shall not be defeased or otherwise satisfied and shall not be considered paid by the Issuer, and all covenants, agreements and other obligations of the Issuer to the Bondholders shall continue to exist and shall run to the benefit of the Insurer, and the Insurer shall be subrogated to the rights of such Bondholders, including, without limitation, any rights that such owners may have in respect of securities law violations arising from the offer and sale of the Bonds..

SECTION 5.05. GENERAL AUTHORITY. The members of the Board of County Commissioners, the Clerk, the County Chief Administrator, the County Attorney and Bond Counsel and the officers, attorneys and other agents or employees of the Issuer are hereby authorized to do all acts and things required of them by this Resolution or desirable or consistent with the requirements hereof for the full punctual and complete performance of all the terms, covenants and agreements contained in this supplemental resolution, necessary or convenient to accomplish any of the foregoing, and each member, employee, attorney and officer of the Issuer or the Board of County Commissioners, the Clerk, the County Chief Administrator, the County Attorney and Bond Counsel are hereby authorized and directed to execute and deliver any and all adequate papers and instruments and to be and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated hereunder.

SECTION 5.06. VALIDATION. The County Attorney and Bond Counsel are authorized to commence proceedings for the validation of the Bonds pursuant to Chapter 75, Florida Statutes, in the Circuit Court in and for Gulf County, Florida.

SECTION 5.07. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision 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 Bonds issued hereunder.

SECTION 5.08. PARTIES INTERESTED HEREIN. Nothing in this Resolution expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the Issuer, the Insurer and the registered owners of the Bonds, any right, remedy or claim under or by reason of this Resolution or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Resolution contained by and on behalf of the Issuer shall be for the sole and exclusive benefit of the Issuer, the Insurer and the registered owners of the Bonds.

SECTION 5.09. REPEALING CLAUSE. All ordinances and resolutions or parts thereof of the Issuer in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

SECTION 5.10. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF GULF COUNTY,
FLORIDA IN ITS MEETING THIS 24TH DAY OF MAY, 2016.

GULF COUNTY, FLORIDA

Chairman, Board of County Commissioners

ATTEST:

Clerk of the Circuit Court, ex officio Clerk
of the Board of County Commissioners

NGN Draft No.2 5/17/2016
105.04

GULF COUNTY, FLORIDA

**NON-AD VALOREM REVENUE BONDS, SERIES 2016
BOND RESOLUTION**

ADOPTED MAY 24, 2016

FILED FOR RECORD
REBECCA L. MORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
16 MAY 18 AM 11:46

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RESOLUTION

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF GULF COUNTY, FLORIDA AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$4,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF GULF COUNTY, FLORIDA NON-AD VALOREM REVENUE BONDS, SERIES 2016, TO FINANCE CERTAIN IMPROVEMENTS TO THE COUNTY'S BEACHFRONT AT CAPE SAN BLAS; COVENANTING TO BUDGET AND APPROPRIATE CERTAIN LEGALLY AVAILABLE NON-AD VALOREM REVENUES TO PAY DEBT SERVICE ON THE BONDS; PROVIDING FOR THE RIGHTS OF THE HOLDERS OF THE BONDS; MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH THE BONDS; AND PROVIDING FOR AN EFFECTIVE DATE FOR THIS RESOLUTION.

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

ARTICLE I GENERAL

SECTION 1.01. DEFINITIONS. When used in this Resolution, the following terms shall have the following meanings, unless the context clearly otherwise requires:

"**Act**" shall mean Chapter 125, Florida Statutes, Section 12, Article VII, Florida Statutes, and other applicable provisions of law.

"**Amortization Installments**" shall mean an amount designated as such pursuant to the provisions of this Resolution and established with respect to Term Bonds.

"**Annual Audit**" shall mean the annual audit prepared pursuant to the requirements of Section 5.03 hereof.

"**Annual Budget**" shall mean the annual budget prepared pursuant to the requirements of Section 5.02 hereof.

"**Annual Debt Service**" shall mean the aggregate amount of Debt Service on the Bonds for each applicable Fiscal Year.

"**Authorized Issuer Officer**" shall mean the Chairman and the Clerk and when used in reference to any act or document, also means any other person authorized by resolution of the Issuer to perform such act or sign such document.

"Board" shall mean the Board of County Commissioners of Gulf County, Florida, or any successor thereto.

"Bond Counsel" shall mean Nabors, Giblin & Nickerson, P.A. or any other attorney at law or firm of attorneys, of nationally recognized standing in matters pertaining to the federal tax exemption of interest on obligations issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States of America.

"Bond Insurance Policy" shall mean the insurance policy, if any, issued by the Insurer guaranteeing the scheduled payment of principal of and interest on the Bonds when due.

"Bondholder" or **"Holder"** or **"holder"** or any similar term, when used with reference to a Bond or Bonds, shall mean any person who shall be the registered owner of any Outstanding Bond or Bonds as provided in the registration books of the Issuer.

"Bonds" shall mean the Gulf County, Florida Non-Ad Valorem Revenue Bonds, Series 2016.

"Chairman" shall mean the Chairman of the Board or, in his or her absence or unavailability, the Vice Chairman.

"Clerk" shall mean the Clerk of the Circuit Court, ex officio Clerk of the Board, and such other person as may be duly authorized to act on her or his behalf, including any Deputy Clerk.

"Code" shall mean the Internal Revenue Code of 1986, as amended, and the regulations and rules thereunder in effect or proposed.

"Cost" or **"Costs"** shall mean (1) the Issuer's cost of physical construction; (2) costs of acquisition by or for the Issuer of the 2016 Project; (3) costs of land and interests therein and the cost of the Issuer incidental to such acquisition; (4) the cost of any indemnity and surety bonds and premiums for insurance during construction; (5) all interest due to be paid on the Bonds and other obligations relating to the 2016 Project during, and if advisable by the Issuer, for up to one (1) year after the end of, the construction period of such Project; (6) engineering, legal and other consultant fees and expenses; (7) costs and expenses of the financing incurred during, and if advisable by the Issuer, for up to one (1) year after the end of, the construction period for such Project, including audits, fees and expenses of any Paying Agent, Registrar, or depository; (8) payments, when due (whether at the maturity of principal or the due date of interest or upon redemption) on any indebtedness of the Issuer (other than the Bonds) incurred for such Project; (9) costs of machinery or equipment required by the Issuer for the commencement of operation of such Project; (10) any other costs properly attributable to such construction or acquisition, as determined by generally accepted accounting principles, and shall include reimbursement to the Issuer for any such items of Cost heretofore paid by the Issuer. Any Supplemental Resolution may provide for additional items to be included in the aforesaid Costs.

"Counterparty" shall mean the entity entering into a Hedge Agreement with the Issuer. Counterparty would also include any guarantor of such entity's obligations under such Hedge Agreement.

"Debt" means at any date (without duplication) all of the following to the extent that they are secured by or payable in whole or in part from any Non-Ad Valorem Revenues (A) all obligations of the Issuer for borrowed money or evidenced by bonds, debentures, notes or other similar instruments; (B) all obligations of the Issuer to pay the deferred purchase price of property or services, except trade accounts payable under normal trade terms and which arise in the ordinary course of business; (C) all obligations of the Issuer as lessee under capitalized leases; and (D) all indebtedness of other Persons to the extent guaranteed by, or secured by, Non-Ad Valorem Revenues of the Issuer; provided, however, if with respect to any obligation contemplated in (A), (B), or (C) above, the Issuer has covenanted to budget and appropriate sufficient Non-Ad Valorem Revenues to satisfy such obligation but has not secured such obligation with a lien on or pledge of any Non-Ad Valorem Revenues then, and with respect to any obligation contemplated in (D) above, such obligation shall not be considered "Debt" for purposes of this Resolution unless the Issuer has actually used Non-Ad Valorem Revenues to satisfy such obligation during the immediately preceding Fiscal Year or reasonably expects to use Non-Ad Valorem Revenues to satisfy such obligation in the current or immediately succeeding Fiscal Year. After an obligation is considered "Debt" as a result of the proviso set forth in the immediately preceding sentence, it shall continue to be considered "Debt" until the Issuer has not used any Non-Ad Valorem Revenues to satisfy such obligation for two consecutive Fiscal Years.

"Debt Service" shall mean, at any time, the aggregate amount in the then applicable period of time of (1) interest required to be paid on the Outstanding Bonds during such period of time, except to the extent that such interest is to be paid from Bond proceeds for such purpose, (2) principal of Outstanding Serial Bonds maturing in such period of time, and (3) the Amortization Installments with respect to Outstanding Term Bonds maturing in such period of time. For purposes of this definition, (A) if the Bonds have 25% or more of the aggregate principal amount coming due in any one year, Debt Service shall be determined on the Bonds during such period of time as if the principal of and interest on such Bonds were being paid from the date of incurrence thereof in substantially equal annual amounts over a period of 25 years, and (B) with respect to debt service on any Bonds which are subject to a Qualified Hedge Agreement, interest on such Bonds during the term of such Qualified Hedge Agreement shall be deemed to be the Hedge Payments coming due during such period of time.

"Federal Securities" shall mean non-callable direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of Treasury) or non-callable obligations the principal of and interest on which are unconditionally guaranteed by the United States of America.

"Fiscal Year" shall mean the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law.

"Fitch" shall mean Fitch Ratings, and any assigns and successors thereto.

"Hedge Agreement" shall mean an agreement in writing between the Issuer and the Counterparty pursuant to which (1) the Issuer agrees to pay to the Counterparty an amount, either at one time or periodically, which may, but is not required to, be determined by reference to the amount of interest (which may be at a fixed or variable rate) payable on debt (or a notional amount) specified in such agreement during the period specified in such agreement and (2) the Counterparty agrees to pay to the Issuer an amount, either at one time or periodically, which may, but is not required to, be determined by reference to the amount of interest (which may be at a fixed or variable rate) payable on debt (or a notional amount) specified in such agreement during the period specified in such agreement.

"Hedge Payments" shall mean any amounts payable by the Issuer on the debt or the related notional amount under a Qualified Hedge Agreement; excluding, however, any payments due as a penalty or by virtue of termination of a Qualified Hedge Agreement or any obligation of the Issuer to provide collateral.

"Insurer" shall mean the municipal bond insurer designated by Supplemental Resolution of the Issuer.

"Interest Date" or **"interest payment date"** shall be such dates as established by Supplemental Resolution.

"Issuer" or **"County"** shall mean Gulf County, Florida.

"Maximum Annual Debt Service" shall mean the largest aggregate amount of the Annual Debt Service coming due in any Fiscal Year in which Bonds are Outstanding.

"Moody's" shall mean Moody's Investors Service, and any assigns and successors thereto.

"Non-Ad Valorem Revenues" shall mean total revenues of the Issuer from any source whatsoever, other than revenues generated from ad valorem taxation on real or personal property, and which are legally available to make the payments required herein.

"Outstanding," when used with reference to Bonds and as of any particular date, shall describe all Bonds theretofore and thereupon being authenticated and delivered except, (1) any Bond in lieu of which other Bond or Bonds have been issued under Section 2.06 hereof to replace lost, mutilated or destroyed Bonds, (2) any Bond surrendered by the Holder thereof in exchange for other Bond or Bonds under Sections 2.05 and 2.07 hereof, (3) Bonds deemed to have been paid pursuant to Section 8.01 hereof and (4) Bonds cancelled after purchase in the open market or because of payment at or redemption prior to maturity.

"Paying Agent" shall mean the paying agent appointed by the Issuer for the Bonds and its successor or assigns, if any.

"Person" shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, governmental entity or other legal entity.

"Prerefunded Obligations" shall mean any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state (1) which are (A) not callable prior to maturity or (B) as to which irrevocable instructions have been given to the fiduciary for such bonds or other obligations by the obligor to give due notice of redemption and to call such bonds for redemption on the date or dates specified in such instructions, (2) which are fully secured as to principal, redemption premium, if any, and interest by a fund held by a fiduciary consisting only of cash or Federal Securities, secured in substantially the manner set forth in Section 8.01 hereof, which fund may be applied only to the payment of such principal of, redemption premium, if any, and interest on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as the case may be, (3) as to which the principal of and interest on the Federal Securities, which have been deposited in such fund along with any cash on deposit in such fund are sufficient, as verified by an independent certified public accountant or other expert in such matters, to pay principal of, redemption premium, if any, and interest on the bonds or other obligations on the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to in clause (1) above and are not available to satisfy any other claims, including those against the fiduciary holding the same, and (4) which are rated in the highest rating category (without regard to gradations, such as "+" or "-" or "1, 2 or 3" of such categories) of one of the Rating Agencies.

"Qualified Hedge Agreement" shall mean a Hedge Agreement with respect to which the Issuer has received written notice from at least two of the Rating Agencies that the rating of the Counterparty is not less than "A."

"Rating Agencies" means Fitch, Moody's and Standard & Poor's.

"Rebate Fund" shall mean the Rebate Fund established pursuant to Section 4.04 hereof.

"Redemption Price" shall mean, with respect to any Bond or portion thereof, the principal amount or portion thereof, plus the applicable premium, if any, payable upon redemption thereof pursuant to such Bond or this Resolution.

"Refunding Securities" shall mean Federal Securities and, to the extent approved in writing by the Insurer, Prerefunded Obligations.

"Registrar" shall mean the bond registrar appointed by the Issuer for the Bonds and its successor or assigns, if any.

"Resolution" shall mean this Resolution, as the same may from time to time be amended, modified or supplemented by Supplemental Resolution.

"Serial Bonds" shall mean all of the Bonds other than the Term Bonds.

"**Standard and Poor's**" or "**S&P**" shall mean Standard and Poor's Ratings Services, and any assigns and successors thereto.

"**State**" shall mean the State of Florida.

"**Supplemental Resolution**" shall mean any resolution of the Issuer amending or supplementing this Resolution enacted and becoming effective in accordance with the terms of Sections 7.01, 7.02 and 7.03 hereof.

"**Term Bonds**" shall mean those Bonds which shall be designated as Term Bonds hereby.

"**2016 Project**" shall mean the acquisition and construction of improvements to the Cape San Blas beachfront to replenish, replace and solidify the sandy beach therein.

The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, shall refer to this Resolution; the term "heretofore" shall mean before the date of adoption of this Resolution; and the term "hereafter" shall mean after the date of adoption of this Resolution.

Words importing the masculine gender include every other gender.

Words importing the singular number include the plural number, and vice versa.

SECTION 1.02. AUTHORITY FOR RESOLUTION. This Resolution is adopted pursuant to the provisions of the Act. The Issuer has ascertained and hereby determines that adoption of this Resolution is necessary to carry out the powers, purposes and duties expressly provided in the Act, that each and every matter and thing as to which provision is made herein is necessary in order to carry out and effectuate the purposes of the Issuer in accordance with the Act and to carry out and effectuate the plan and purpose of the Act, and that the powers of the Issuer herein exercised are in each case exercised in accordance with the provisions of the Act and in furtherance of the purposes of the Issuer.

SECTION 1.03. RESOLUTION TO CONSTITUTE CONTRACT. In consideration of the purchase and acceptance of any or all of the Bonds by those who shall hold the same from time to time, the provisions of this Resolution shall be a part of the contract of the Issuer with the Holders of the Bonds, and shall be deemed to be and shall constitute a contract between the Issuer, the Holders from time to time of the Bonds and the Insurer, if any. The pledge made in the Resolution and the provisions, covenants and agreements herein set forth to be performed by or on behalf of the Issuer shall be for the equal benefit, protection and security of the Holders of any and all of said Bonds and the Insurer, but only in accordance with the terms hereof. All of the Bonds, regardless of the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof except as expressly provided in or pursuant to this Resolution.

SECTION 1.04. FINDINGS. It is hereby ascertained, determined and declared that:

(A) The Issuer has deemed it in the best interest of its citizens to acquire and construct the improvements consisting of the 2016 Project.

(B) The Issuer deems it to be in its best interest to issue the Bonds for the principal purpose of financing the 2016 Project, as determined pursuant to the provisions herein.

(C) The Bonds shall be secured solely by a covenant of the Issuer, subject to certain conditions set forth herein, to budget and appropriate from Non-Ad Valorem Revenues amounts sufficient to pay the principal of and interest on the Bonds, when due.

(D) The principal of and interest on the Bonds to be issued pursuant to this Resolution, and all other payments provided for in this Resolution will be paid solely from Non-Ad Valorem Revenues in accordance with the terms hereof; and the ad valorem taxing power of the Issuer will never be necessary or authorized to pay the principal of and interest on the Bonds to be issued pursuant to this Resolution, or to make any other payments provided for in this Resolution, and the Bonds shall not constitute a lien upon any property whatsoever of or in the Issuer.

SECTION 1.05. AUTHORIZATION OF THE 2016 PROJECT. The acquisition and construction of the 2016 Project is hereby authorized.

ARTICLE II
AUTHORIZATION, TERMS, EXECUTION AND REGISTRATION OF BONDS

SECTION 2.01. AUTHORIZATION AND DESCRIPTION OF BONDS. This Resolution creates an issue of Bonds of the Issuer to be designated as "Gulf County, Florida Non-Ad Valorem Revenue Bonds, Series 2016," issued in the aggregate principal amount of not exceeding \$4,000,000. The Chairman is authorized to modify the series designation of such Bonds, in his discretion, prior to the issuance thereof, and to determine the aggregate principal amount of the Bonds. The Bonds are issued for the principal purposes of financing the 2016 Project and paying certain costs of issuance incurred with respect to the Bonds. The Chairman is also authorized and directed to determine whether the Bonds shall be insured by the Bond Insurance Policy or whether the Bonds will be issued uninsured.

The Bonds shall be dated as of their date of delivery (or such other date as the Chairman may determine), shall be numbered consecutively from one upward in order of maturity preceded by the letter "R", shall be issued in the form of fully registered Bonds in denominations of \$5,000 and any integral multiple thereof, shall be initially in book-entry only form of registration, shall bear interest from their date of delivery (or such other date as the Chairman may determine), payable semi-annually on each Interest Date, as established by Supplemental Resolution. The Bonds shall bear interest computed on the basis of a 360-day year consisting of twelve 30-day months.

The Bonds shall bear interest at such rates and yields and, shall mature as established by Supplemental Resolution.

The principal of, or Redemption Price, if applicable, on the Bonds are payable upon presentation and surrender of the Bonds at the office of the Paying Agent. Interest payable on any Bond on any Interest Date will be paid by check or draft of the Paying Agent to the Holder in whose name such Bond shall be registered at the close of business on the date which shall be the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Interest Date, or at the request of such Holder, by bank wire transfer for the account of such Holder. All payments of principal of, or Redemption Price, if applicable, and interest on the Bonds 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.

SECTION 2.02. APPLICATION OF BOND PROCEEDS. The proceeds derived from the sale of the Bonds, including premium, if any, shall be applied by the Issuer as follows:

(A) If the Chairman determines that the Bonds will be insured by the Bond Insurance Policy in accordance with Section 2.01 hereof, a sufficient amount of the Bond proceeds will be applied to the payment of the premium for the Bond Insurance Policy.

(B) A sufficient amount of Bond proceeds necessary to pay costs and expenses relating to the issuance of the Bonds shall be used for such purpose.

(C) The remaining Bond proceeds shall be deposited into the Construction Fund and used to pay the costs of the 2016 Project.

SECTION 2.03. EXECUTION OF BONDS. The Bonds shall be executed in the name of the Issuer with the manual or facsimile signature of the Chairman and the official seal of the Issuer shall be imprinted thereon, attested with the manual or facsimile signature of the Clerk. In case any one or more of the officers who shall have signed or sealed any of the Bonds or whose facsimile signature shall appear thereon shall cease to be such officer of the Issuer before the Bonds so signed and sealed have been actually sold and delivered, such Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office. Any Bond may be signed and sealed on behalf of the Issuer by such person who at the actual time of the execution of such Bond shall hold the proper office of the Issuer, although at the date of such Bond such person may not have held such office or may not have been so authorized. The Issuer may adopt and use for such purposes the facsimile signatures of any such persons who shall have held such offices at any time after the date of the adoption of this Resolution, notwithstanding that either or both shall have ceased to hold such office at the time the Bonds shall be actually sold and delivered.

SECTION 2.04. AUTHENTICATION. No Bond shall be secured hereunder or entitled to the benefit hereof or shall be valid or obligatory for any purpose unless there shall be manually endorsed on such Bond a certificate of authentication by the Registrar or such other entity as may be approved by the Issuer for such purpose. Such certificate on any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Resolution. The form of such certificate shall be substantially in the form provided in Section 2.09 hereof.

SECTION 2.05. TEMPORARY BONDS. Until definitive Bonds are prepared, the Issuer may execute, in the same manner as is provided in Section 2.03, and deliver, upon authentication by the Registrar pursuant to Section 2.04 hereof, in lieu of definitive Bonds, but subject to the same provisions, limitations and conditions as the definitive Bonds, except as to the denominations thereof, one or more temporary Bonds substantially of the tenor of the definitive Bonds in lieu of which such temporary Bond or Bonds are issued, in denominations authorized by the Issuer by subsequent resolution and with such omissions, insertions and variations as may be appropriate to temporary Bonds. The Issuer, at its own expense, shall prepare and execute definitive Bonds, which shall be authenticated by the Registrar. Upon the surrender of such temporary Bonds for exchange, the Registrar, without charge to the Holder thereof, shall deliver in exchange therefor definitive Bonds, of the same aggregate principal amount and maturity as the temporary Bonds surrendered. Until so exchanged, the temporary Bonds shall in all respects be entitled to the same benefits and security as definitive Bonds issued pursuant to this Resolution. All temporary Bonds surrendered in exchange for another temporary Bond or Bonds or for a definitive Bond or Bonds shall be forthwith cancelled by the Registrar.

SECTION 2.06. BONDS MUTILATED, DESTROYED, STOLEN OR LOST. In case any Bond shall become mutilated, or be destroyed, stolen or lost, the Issuer may, in its discretion, issue and deliver, and the Registrar shall authenticate, a new Bond of like tenor as the

Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond upon surrender and cancellation of such mutilated Bond or in lieu of and substitution for the Bond destroyed, stolen or lost, and upon the Holder furnishing the Issuer and the Registrar proof of his ownership thereof and satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer or the Registrar may prescribe and paying such expenses as the Issuer and the Registrar may incur. All Bonds so surrendered shall be cancelled by the Registrar. If any of the Bonds shall have matured or be about to mature, instead of issuing a substitute Bond, the Issuer may pay the same or cause the Bond to be paid, upon being indemnified as aforesaid, and if such Bonds be lost, stolen or destroyed, without surrender thereof.

Any such duplicate Bonds issued pursuant to this Section 2.06 shall constitute original, additional contractual obligations on the part of the Issuer whether or not the lost, stolen or destroyed Bond be at any time found by anyone, and such duplicate Bond shall be entitled to equal and proportionate benefits and rights to the same extent as all other Bonds issued hereunder.

SECTION 2.07. INTERCHANGEABILITY, NEGOTIABILITY AND TRANSFER. Bonds, upon surrender thereof at the office of the Registrar with a written instrument of transfer satisfactory to the Registrar, duly executed by the Holder thereof or his attorney duly authorized in writing, may, at the option of the Holder thereof, be exchanged for an equal aggregate principal amount of registered Bonds of the same maturity of any other authorized denominations.

The Bonds issued under this Resolution shall be and have all the qualities and incidents of negotiable instruments under the law merchant and the Uniform Commercial Code of the State of Florida, subject to the provisions for registration and transfer contained in this Resolution and in the Bonds. So long as any of the Bonds shall remain Outstanding, the Issuer shall maintain and keep, at the office of the Registrar, books for the registration and transfer of the Bonds.

Each Bond shall be transferable only upon the books of the Issuer, at the office of the Registrar, under such reasonable regulations as the Issuer may prescribe, by the Holder thereof in person or by his attorney duly authorized in writing upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed and guaranteed by the Holder or his duly authorized attorney. Upon the transfer of any such Bond, the Issuer shall issue, and cause to be authenticated, in the name of the transferee a new Bond or Bonds of the same aggregate principal amount and maturity as the surrendered Bond. The Issuer, the Registrar and any Paying Agent or fiduciary of the Issuer may deem and treat the Person in whose name any Outstanding Bond shall be registered upon the books of the Issuer as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price, if applicable, and interest on such Bond and for all other purposes, and all such payments so made to any such Holder or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid and neither the Issuer nor the Registrar nor any Paying Agent or other fiduciary of the Issuer shall be affected by any notice to the contrary.

The Registrar, in any case where it is not also the Paying Agent in respect to any Bonds, forthwith (A) following the fifteenth day prior to an Interest Date for the Bonds; (B) following the fifteenth day next preceding the date of first mailing of notice of redemption of any Bonds; and (C) at any other time as reasonably requested by the Paying Agent of such Bonds, shall certify and furnish to such Paying Agent the names, addresses and holdings of Bondholders and any other relevant information reflected in the registration books. Any Paying Agent of any fully registered Bond shall effect payment of interest on such Bonds by mailing a check to the Holder entitled thereto or may, in lieu thereof, upon the request and expense of such Holder, transmit such payment by bank wire transfer for the account of such Holder.

In all cases in which the privilege of exchanging Bonds or transferring Bonds is exercised, the Issuer shall execute and deliver Bonds and the Registrar shall authenticate such Bonds in accordance with the provisions of this Resolution. Execution of Bonds by the Chairman and Clerk for purposes of exchanging, replacing or transferring Bonds may occur at the time of the original delivery of the Bonds. All Bonds surrendered in any such exchanges or transfers shall be held by the Registrar in safekeeping until directed by the Issuer to be cancelled by the Registrar. For every such exchange or transfer of Bonds, the Issuer or the Registrar may make a charge sufficient to reimburse it for any tax, fee, expense or other governmental charge required to be paid with respect to such exchange or transfer. The Issuer and the Registrar shall not be obligated to make any such exchange or transfer of Bonds during the 15 days next preceding an Interest Date on the Bonds, or, in the case of any proposed redemption of Bonds, then, for the Bonds subject to redemption, during the 15 days next preceding the date of the first mailing of notice of such redemption and continuing until such redemption date.

SECTION 2.08. FULL BOOK ENTRY FOR BONDS. Notwithstanding the provisions set forth in Section 2.07 hereof, the Bonds shall be initially issued in the form of a separate single certificated fully registered bond certificate for each of the maturities of the Bonds. Upon initial issuance, the ownership of each such Bond shall be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). All of the Outstanding Bonds shall be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC. As long as the Bonds shall be registered in the name of Cede & Co., all payments of principal on the Bonds shall be made by the Paying Agent by check or draft or by bank wire transfer to Cede & Co., as Holder of the Bonds, upon presentation of the Bonds to be paid, to the Paying Agent.

With respect to the Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the Issuer, the Registrar and the Paying Agent shall have no responsibility or obligation to any direct or indirect participant in the DTC book-entry program (the "Participants"). Without limiting the immediately preceding sentence, the Issuer, the Registrar and the Paying Agent shall have no responsibility or obligation with respect to (A) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest on the Bonds, (B) the delivery to any Participant or any other Person other than a Bondholder, as shown in the registration books kept by the Registrar, of any notice with respect to the Bonds, including any notice of redemption, or (C) the payment to any Participant or any other Person, other than a Bondholder, as shown in the registration books kept by the Registrar, of any amount with respect to principal of, redemption premium, if any, or interest on the Bonds.

The Issuer, the Registrar and the Paying Agent shall treat and consider the Person in whose name each Bond is registered in the registration books kept by the Registrar as the Holder and absolute owner of such Bond for the purpose of payment of principal, redemption premium, if any, and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of, redemption premium, if any, and interest on the Bonds only to or upon the order of the respective Holders, as shown in the registration books kept by the Registrar, or their respective attorneys duly authorized in writing, as provided herein and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal, redemption premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No Person other than a Holder, as shown in the registration books kept by the Registrar, shall receive a certificated Bond evidencing the obligation of the Issuer to make payments of principal, redemption premium, if any, and interest pursuant to the provisions of this Resolution. Upon delivery by DTC to the Issuer of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in Section 2.07 with respect to transfers during the 15 days next preceding an Interest Date or mailing of notice of redemption, the words "Cede & Co." shall refer to such new nominee of DTC; and upon receipt of such notice, the Issuer shall promptly deliver a copy of the same to the Registrar and the Paying Agent.

Upon (A) receipt by the Issuer of written notice from DTC (i) to the effect that a continuation of the requirement that all of the Outstanding Bonds be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, is not in the best interest of the beneficial owners of the Bonds or (ii) to the effect that DTC is unable or unwilling to discharge its responsibilities and no substitute depository willing to undertake the functions of DTC hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, or (B) determination by the Issuer that such book-entry only system is burdensome or undesirable to the Issuer and compliance by the Issuer of all applicable policies and procedures of DTC regarding discontinuance of the book entry registration system, the Bonds shall no longer be restricted to being registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, but may be registered in whatever name or names Holders shall designate, in accordance with the provisions of this Resolution. In such event, the Issuer shall issue, and the Registrar shall authenticate, transfer and exchange the Bonds of like principal amount and maturity, in denominations of \$5,000 or any integral multiple thereof to the Holders thereof. The foregoing notwithstanding, until such time as participation in the book-entry only system is discontinued, the provisions set forth in the Blanket Letter of Representations previously executed by the Issuer and delivered to DTC shall apply to the payment of principal of and interest on the Bonds.

SECTION 2.09. FORM OF BONDS. The text of the Bonds shall be in substantially the following form, with such omissions, insertions and variations as may be necessary and/or desirable and approved by the Chairman prior to the issuance thereof (which necessity and/or desirability and approval shall be presumed by such officer's execution of the Bonds and the Issuer's delivery of the Bonds to the purchaser or purchasers thereof):

No. R-

\$

UNITED STATES OF AMERICA
STATE OF FLORIDA
GULF COUNTY, FLORIDA
NON-AD VALOREM REVENUE BONDS,
SERIES 2016

Interest Maturity Date of
Rate Date Original Issue CUSIP Number

Registered Holder:

Principal Amount:

KNOW ALL MEN BY THESE PRESENTS, that the Gulf County, Florida, a political subdivision of the State of Florida (the "Issuer"), for value received, hereby promises to pay, solely from the Non-Ad Valorem Revenues hereinafter described, to the Registered Holder identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest on such Principal Amount from the Date of Original Issue identified above or from the most recent interest payment date to which interest has been paid at the Interest Rate per annum identified above on _____ 1 and _____ 1 of each year, commencing _____ 1, ____ until such Principal Amount shall have been paid, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto.

Such Principal Amount and interest and the premium, if any, on this Bond are payable in any coin or currency of the United States of America which, on the respective dates of payment thereof, shall be legal tender for the payment of public and private debts. Such Principal Amount and the premium, if any, on this Bond, are payable at the designated corporate trust office of _____, _____, Florida, as Paying Agent. Payment of each installment of interest shall be made to the person in whose name this Bond shall be registered on the registration books of the Issuer maintained by _____, _____, Florida, as Registrar, at the close of business on the date which shall be the fifteenth day (whether or not a business day) next preceding each interest payment date and shall be paid by a check of such Paying Agent mailed to such Registered Holder at the address appearing on such registration books or, at the request of such Registered Holder, by bank wire transfer for the account of such Holder. Interest shall be calculated on the basis of a 360-day year of twelve 30-day months.

This Bond is one of an authorized issue of Bonds in the aggregate principal amount of \$ _____ (the "Bonds") of like date, tenor and effect, except as to maturity date, interest rate, denomination and number issued under the authority of and in full compliance with the Constitution and laws of the State of Florida, particularly Chapter 125, Florida Statutes, Section 12, Article VII, of the Florida Constitution, and other applicable provisions of law (collectively, the "Act"), and a resolution duly adopted by the Board of County Commissioners of the Issuer on May 24, 2016, as the same may be amended and supplemented (the "Resolution"), and is subject to all the terms and conditions of the Resolution. The Bonds are being issued to finance certain capital improvements in and for the Issuer.

Pursuant to the Resolution, the Issuer has covenanted to appropriate in its annual budget, by amendment, if necessary, such amounts of Non-Ad Valorem Revenues (as defined in the Resolution) which are not otherwise pledged, restricted or encumbered, as shall be necessary to pay the principal of and interest on the Bonds when due and all required rebate payments. Such covenant to appropriate Non-Ad Valorem Revenues is not a pledge by the Issuer of such Non-Ad Valorem Revenues and is subject in all respects to the payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds or other debt instruments) and also to the payment of services and programs which are for essential public purposes affecting the health, safety and welfare of the inhabitants of the Issuer or which are legally mandated by applicable law.

IT IS EXPRESSLY AGREED BY THE REGISTERED HOLDER OF THIS BOND THAT THE FULL FAITH AND CREDIT OF THE ISSUER, THE STATE OF FLORIDA, OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF, ARE NOT PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THIS BOND AND THAT SUCH HOLDER SHALL NEVER HAVE THE RIGHT TO REQUIRE OR COMPEL THE EXERCISE OF ANY TAXING POWER OF THE ISSUER, THE STATE OF FLORIDA, OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF, TO THE PAYMENT OF SUCH PRINCIPAL, PREMIUM, IF ANY, AND INTEREST. THIS BOND AND THE OBLIGATION EVIDENCED HEREBY SHALL NOT CONSTITUTE A LIEN UPON ANY PROPERTY OF THE ISSUER, BUT SHALL BE PAYABLE SOLELY FROM THE AMOUNTS BUDGETED AND APPROPRIATED BY THE ISSUER AS DESCRIBED ABOVE AND AS PROVIDED IN THE RESOLUTION.

The Issuer has established a book-entry system of registration for the Bonds. Except as specifically provided otherwise in the Resolution, an agent will hold this Bond on behalf of the beneficial owner thereof. By acceptance of a confirmation of purchase, delivery or transfer, the beneficial owner of this Bond shall be deemed to have agreed to such arrangement.

This Bond is transferable in accordance with the terms of the Resolution only upon the books of the Issuer kept for that purpose at the designated corporate trust office of the Registrar by the Registered Holder hereof in person or by his attorney duly authorized in writing, upon the surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Holder or his attorney duly authorized in writing, and thereupon a new Bond or Bonds in the same aggregate principal amount shall be issued to the transferee in exchange therefor, and upon the payment of the charges, if any, therein prescribed. The Bonds

are issuable in the form of fully registered Bonds in the denomination of \$5,000 and any integral multiple thereof, not exceeding the aggregate principal amount of the Bonds. The Issuer, the Registrar and any Paying Agent may treat the Registered Holder of this Bond as the absolute owner hereof for all purposes, whether or not this Bond shall be overdue, and shall not be affected by any notice to the contrary. The Issuer shall not be obligated to make any exchange or transfer of the Bonds during the 15 days next preceding an interest payment date or, in the case of any proposed redemption of the Bonds, then, for the Bonds subject to such redemption, during the 15 days next preceding the date of the first mailing of notice of such redemption.

(INSERT REDEMPTION PROVISIONS)

Redemption of this Bond under the preceding paragraphs shall be made as provided in the Resolution upon notice given by first class mail sent at least 30 days prior to the redemption date to the Registered Holder hereof at the address shown on the registration books maintained by the Registrar; provided, however, that failure to mail notice to the Registered Holder hereof, or any defect therein, shall not affect the validity of the proceedings for redemption of other Bonds as to which no such failure or defect has occurred. In the event that less than the full principal amount hereof shall have been called for redemption, the Registered Holder hereof shall surrender this Bond in exchange for one or more Bonds in an aggregate principal amount equal to the unredeemed portion of principal, as provided in the Resolution.

As long as the book-entry only system is used for determining beneficial ownership of the Bonds, notice of redemption will only be sent to Cede & Co. Cede & Co. will be responsible for notifying the DTC Participants, who will in turn be responsible for notifying the beneficial owners of the Bonds. Any failure of Cede & Co. to notify any DTC Participant, or of any DTC Participant to notify the beneficial owner of any such notice, will not affect the validity of the redemption of the Bonds.

Reference to the Resolution and any and all resolutions supplemental thereto and modifications and amendments thereof and to the Act is made for a description of the pledge and covenants securing this Bond, the nature, manner and extent of enforcement of such pledge and covenants, and the rights, duties, immunities and obligations of the Issuer.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Bond, exist, have happened and have been performed, in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto, and that the issuance of the Bonds does not violate any constitutional or statutory limitations or provisions.

Neither the Chairman nor the members of the Board of County Commissioners of the Issuer nor any person executing this Bond shall be liable personally hereon or be subject to any personal liability or accountability by reason of the issuance hereof.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar.

IN WITNESS WHEREOF, Gulf County, Florida has issued this Bond and has caused the same to be executed by the manual or facsimile signature of the Chairman of its Board of County Commissioners and attested by the manual or facsimile signature of its Clerk, and its official seal or a facsimile thereof to be affixed or reproduced hereon, all as of the Date of Original Issue.

GULF COUNTY, FLORIDA

(SEAL)

Chairman, Board of County Commissioners

Clerk of the Circuit Court, ex officio Clerk
of the Board of County Commissioners

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the Issue described in the within-mentioned Resolution.

DATE OF AUTHENTICATION:

Registrar

By: _____
Authorized Officer

Unless this certificate is presented by an authorized representative of The Depository Trust Company to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by the authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

Insert Social Security or Other Identifying Number of Assignee

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____, as attorneys to register the transfer of the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed:

NOTICE: Signature must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

NOTICE: The signature to this assignment must correspond with the name of the Registered Holder as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever and the Social Security or other identifying number of such assignee must be supplied.

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants in common

TEN ENT -- as tenants by the entireties

JT TEN -- as joint tenants with right of survivorship and not as tenants in common

UNIF TRANS MIN ACT -- _____
(Cust.)

Custodian for _____

under Uniform Transfers to Minors Act of _____
(State)

Additional abbreviations may also be used though not in list above.

**ARTICLE III
REDEMPTION OF BONDS**

SECTION 3.01. PRIVILEGE OF REDEMPTION. (A) The terms of this Article III shall apply to redemption of Bonds.

(B) The Bonds shall be subject to such optional and mandatory sinking fund redemption provisions as are established by Supplemental Resolution.

SECTION 3.02. SELECTION OF BONDS TO BE REDEEMED. The Bonds shall be redeemed only in the principal amount of \$5,000 each and integral multiples thereof. The Issuer shall, at least 45 days prior to the redemption date (unless a shorter time period shall be satisfactory to the Registrar), notify the Registrar of such redemption date and of the principal amount of Bonds to be redeemed. For purposes of any redemption of less than all of the Outstanding Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected not more than 45 days and not less than 35 days prior to the redemption date by the Registrar from the Outstanding Bonds of the maturity or maturities designated by the Issuer by such method as the Registrar shall deem fair and appropriate and which may provide for the selection for redemption of Bonds or portions of Bonds in principal amounts of \$5,000 and integral multiples thereof.

If less than all of the Outstanding Bonds of a single maturity are to be redeemed, the Registrar shall promptly notify the Issuer and Paying Agent (if the Registrar is not the Paying Agent for such Bonds) in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

SECTION 3.03. NOTICE OF REDEMPTION. Notice of such redemption, which shall specify the Bond or Bonds (or portions thereof) to be redeemed and the date and place for redemption, shall be given by the Registrar on behalf of the Issuer, and (A) shall be filed with the Paying Agent of such Bonds, (B) shall be mailed first class, postage prepaid, not less than 30 days nor more than 45 days prior to the redemption date to all Holders of Bonds to be redeemed at their addresses as they appear on the registration books kept by the Registrar as of the date of mailing of such notice, and (C) shall be mailed, certified mail, postage prepaid, at least 35 days prior to the redemption date to the registered securities depositories and two or more nationally recognized municipal bond information services as hereinafter provided in this Section 3.03. Failure to mail such notice to such depositories or services or the Holders of the Bonds to be redeemed, or any defect therein, shall not affect the proceedings for redemption of Bonds as to which no such failure or defect has occurred. Such notice shall also be mailed to the Insurer, if any, of such redeemed Bonds. Failure of any Holder to receive any notice mailed as herein provided shall not affect the proceedings for redemption of such Holder's Bonds.

Each notice of redemption shall state: (1) the CUSIP numbers and any other distinguishing number or letter of all Bonds being redeemed, (2) the original issue date of such Bonds, (3) the maturity date and rate of interest borne by each Bond being redeemed, (4) the redemption date, (5) the Redemption Price, (6) the date on which such notice is mailed, (7) if less

than all Outstanding Bonds are to be redeemed, the certificate number (and, in the case of a partial redemption of any Bond, the principal amount) of each Bond to be redeemed, (8) that on such redemption date there shall become due and payable upon each Bond to be redeemed the Redemption Price thereof, or the Redemption Price of the specified portions of the principal thereof in the case of Bonds to be redeemed in part only, together with interest accrued thereon to the redemption date, and that from and after such date interest thereon shall cease to accrue and be payable, (9) that the Bonds to be redeemed, whether as a whole or in part, are to be surrendered for payment of the Redemption Price at the designated office of the Registrar at an address specified, (10) the name and telephone number of a person designated by the Registrar to be responsible for such redemption, (11) unless sufficient funds have been set aside by the Issuer for such purpose prior to the mailing of the notice of redemption, that such redemption is conditioned upon the deposit of sufficient funds for such purpose on or prior to the date set for redemption, and (12) any other conditions that must be satisfied prior to such redemption.

In addition to the mailing of the notice described above, each notice of redemption and payment of the Redemption Price shall meet the following requirements; provided, however, the failure to provide such further notice of redemption or to comply with the terms of this paragraph shall not in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed above:

(A) Each further notice of redemption shall be sent by certified mail or overnight delivery service or telecopy to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds (such depositories now being The Depository Trust Company, New York, New York, Midwest Securities Trust Company, Chicago, Illinois and Philadelphia Depository Trust Company, Philadelphia, Pennsylvania) and to two or more national information services which disseminate notices of prepayment or redemption of obligations such as the Bonds (such information services now being called Financial Information, Inc.'s "Daily Called Bond Service," Jersey County, New Jersey, Kenny Information Service's "Called Bond Service," New York, New York, Moody's "Municipal and Government," New York, New York and Standard & Poor's "Called Bond Record," New York, New York).

(B) Each further notice of redemption shall be sent to such other Person, if any, as shall be required by applicable law or regulation.

The Issuer may provide that a redemption will be contingent upon the occurrence of certain conditions and that if such conditions do not occur the notice of redemption will be rescinded, provided notice of rescission shall be mailed in the manner described above to all affected Bondholders not later than three business days prior to the date of redemption.

SECTION 3.04. REDEMPTION OF PORTIONS OF BONDS. Any Bond which is to be redeemed only in part shall be surrendered at any place of payment specified in the notice of redemption (with due endorsement by, or written instrument of transfer in form satisfactory to the Registrar duly executed by, the Holder thereof or his attorney duly authorized in writing) and the Issuer shall execute and the Registrar shall authenticate and deliver to the Holder of such Bond, without service charge, a new Bond or Bonds, of any authorized

denomination, as requested by such Holder in an aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bonds so surrendered.

SECTION 3.05. PAYMENT OF REDEEMED BONDS. Notice of redemption having been given substantially as aforesaid, the Bonds or portions of Bonds to be redeemed shall, on the redemption date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the Issuer shall default in the payment of the Redemption Price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Registrar and/or Paying Agent at the appropriate Redemption Price, plus accrued interest. All Bonds which have been redeemed shall be cancelled and destroyed by the Registrar and shall not be reissued.

ARTICLE IV
SECURITY; FUNDS; COVENANTS OF THE ISSUERS

SECTION 4.01. BONDS NOT TO BE INDEBTEDNESS OF ISSUER. The Bonds shall not be or constitute general obligations or indebtedness of the Issuer as "bonds" within the meaning of any constitutional or statutory provision, but shall be special obligations of the Issuer, payable solely from amounts budgeted and appropriated by the Issuer from Non-Ad Valorem Revenues in accordance with Section 4.02 hereof. No Holder of any Bond shall ever have the right to compel the exercise of any ad valorem taxing power to pay such Bond, or be entitled to payment of such Bond from any moneys of the Issuer except from the Non-Ad Valorem Revenues in the manner and to the extent provided herein.

SECTION 4.02. COVENANT TO BUDGET AND APPROPRIATE; PAYMENT OF BONDS. The Issuer covenants and agrees to appropriate in its annual budget, by amendment, if necessary, from Non-Ad Valorem Revenues amounts sufficient to (A) pay principal of and interest on the Bonds when due, and (B) pay all required deposits to the Rebate Fund pursuant to Section 4.04 hereof. Such covenant and agreement on the part of the Issuer to budget and appropriate such amounts of Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated and actually paid. Notwithstanding the foregoing covenant of the Issuer, the Issuer does not covenant to maintain any services or programs, now provided or maintained by the Issuer, which generate Non-Ad Valorem Revenues.

Such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues, nor does it preclude the Issuer from pledging in the future its Non-Ad Valorem Revenues, nor does it require the Issuer to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the Bondholders a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of the Issuer. Such covenant to appropriate Non-Ad Valorem Revenues is subject in all respects to the payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds and other debt instruments). However, the covenant to budget and appropriate for the purposes and in the manner stated herein shall have the effect of making available for the payment of the Bonds, in the manner described herein, Non-Ad Valorem Revenues and placing on the Issuer a positive duty to appropriate and budget, by amendment, if necessary, amounts sufficient to meet its obligations hereunder; subject, however, in all respects to the payment of services and programs which are for essential public purposes affecting the health, safety and welfare of the inhabitants of the Issuer or which are legally mandated by applicable law.

The Issuer covenants and agrees to transfer to the Paying Agent for the Bonds, solely from funds budgeted and appropriated as described in this Section 4.02, at least one business day prior to the date designated for payment of any principal of or interest on the Bonds, sufficient moneys to pay such principal or interest. The Registrar and Paying Agent shall utilize such moneys for payment of the principal and interest on the Bonds when due.

SECTION 4.03. CONSTRUCTION FUND. The Issuer covenants and agrees to establish a separate fund, to be known as the "Gulf County, Florida Non-Ad Valorem Revenue Bonds, Series 2016 Construction Fund," which shall be used only for payment of the Costs of the 2016 Project. Moneys in the Construction Fund, until applied in payment of any item of the Cost of the 2016 Project in the manner hereinafter provided, shall be held in trust by the Issuer and shall be subject to a lien and charge in favor of the Holders of the Bonds and for the further security of such Holders. There shall be paid into the Construction Fund the amounts required to be so paid by the provisions of this Resolution or a Supplemental Resolution.

The Issuer covenants that the acquisition, construction and installation of the 2016 Project will be completed without delay and in accordance with sound engineering practices. The Issuer shall make disbursements or payments from the Construction Fund to pay the Cost of the 2016 Project upon the filing with the Clerk of documents and/or certificates signed by an Authorized Issuer Officer, stating with respect to each disbursement or payment to be made: (1) the item number of the payment, (2) the name and address of the Person to whom payment is due, (3) the amount to be paid, (4) the purpose, by general classification, for which payment is to be made, and (5) that (A) each obligation, item of cost or expense mentioned therein has been properly incurred, is in payment of a part of the Cost of the 2016 Project and is a proper charge against the Construction Fund and has not been the basis of any previous disbursement or payment, or (B) each obligation, item of cost or expense mentioned therein has been paid by the Issuer, is a reimbursement of a part of the Cost of a Project, is a proper charge against the account of the Construction Fund from which payment is to be made, has not been theretofore reimbursed to the Issuer or otherwise been the basis of any previous disbursement or payment and the Issuer is entitled to reimbursement thereof. The Clerk shall retain all such documents and/or certificates of the Authorized Issuer Officer for seven (7) years from the dates of such documents and/or certificates. The Clerk shall make available the documents and/or certificates at all reasonable times for inspection by any Holder of any of the Bonds or the agent or representative of any Holder of any of the Bonds.

Notwithstanding any of the other provisions of this Section 4.03, to the extent that other moneys are not available therefor, amounts in the Construction Fund shall be applied to the payment of principal and interest on Bonds when due.

The date of completion of the 2016 Project shall be determined by the Authorized Issuer Officer, who shall certify such fact in writing to the Board. Promptly after the date of the completion of the 2016 Project, and after paying or making provisions for the payment of all unpaid items of the Cost of such Project, the Issuer shall deposit any balance of moneys remaining in the Construction Fund in such other fund or account established hereunder as shall be determined by the Board, provided the Issuer has received an opinion of Bond Counsel to the effect that such transfer shall not adversely affect the exclusion, if any, of interest on the Bonds from gross income for purposes of federal income taxation.

SECTION 4.04. REBATE FUND. The Issuer covenants and agrees to establish a special fund to be known as the "Gulf County, Florida Non-Ad Valorem Revenue Bonds, Series 2016 Rebate Fund," which shall be held in trust by the Issuer and used solely to make required rebates to the United States (except to the extent the same may be used to pay debt service on the

Bonds) and the Bondholders shall have no right to have the same applied for debt service on the Bonds. The Issuer agrees to undertake all actions required of it in its arbitrage certificate relating to the Bonds, including, but not limited to:

- (A) making a determination in accordance with the Code of the amount required to be deposited in the Rebate Fund;
- (B) depositing the amount determined in clause (A) above into the Rebate Fund;
- (C) paying on the dates and in the manner required by the Code to the United States Treasury from the Rebate Fund and any other legally available moneys of the Issuer such amounts as shall be required by the Code to be rebated to the United States Treasury; and
- (D) keeping such records of the determinations made pursuant to this Section 4.04 as shall be required by the Code, as well as evidence of the fair market value of any investments purchased with proceeds of the Bonds.

The provisions of the above-described arbitrage certificate may be amended without the consent of any Holder or the Insurer from time to time as shall be necessary, in the opinion of Bond Counsel, to comply with the provisions of the Code.

SECTION 4.05. ANTI-DILUTION TEST. During such time as any Bonds are Outstanding hereunder, the Issuer agrees and covenants with the Bondholders and the Insurer that Non-Ad Valorem Revenues shall cover projected Maximum Annual Debt Service on the Bonds and maximum annual debt service on Debt by at least 1.5x. The calculation required above shall be determined using the average of actual revenues for the prior two Fiscal Years based on the Issuer's Annual Audits.

For the purposes of the covenants contained in this Section 4.05, maximum annual debt service on Debt means, with respect to Debt that bears interest at a fixed interest rate, the actual maximum annual debt service, and, with respect to Debt which bears interest at a variable interest rate, maximum annual debt service on such Debt shall be determined assuming that interest accrues on such Debt at the current "Bond Buyer Revenue Bond Index" as published in *The Bond Buyer* no more than two weeks prior to any such calculation; provided, however, if any Debt, whether bearing interest at a fixed or variable interest rate, constitutes Balloon Indebtedness, as defined in the immediately following sentence, maximum annual debt service on such Debt shall be determined assuming such Debt is amortized over 10 years on an approximately level debt service basis. For purposes of the foregoing sentence, "Balloon Indebtedness" means Debt, 25% or more of the original principal of which matures during any one Fiscal Year. In addition, with respect to debt service on any Debt which is subject to a Qualified Hedge Agreement, interest on such Debt during the term of such Qualified Hedge Agreement shall be deemed to be the Hedge Payments coming due during such period of time.

ARTICLE V COVENANTS

SECTION 5.01. GENERAL. The Issuer hereby makes the following covenants, in addition to all other covenants in this Resolution, with each and every successive Holder of any of the Bonds so long as any of said Bonds remain Outstanding.

SECTION 5.02. ANNUAL BUDGET. The Issuer shall annually prepare and adopt, prior to the beginning of each Fiscal Year, an Annual Budget in accordance with applicable law.

If for any reason the Issuer shall not have adopted the Annual Budget before the first day of any Fiscal Year, the preliminary budget for such year shall be deemed to be in effect for such Fiscal Year until the Annual Budget for such Fiscal Year is adopted.

The Issuer shall provide the Annual Budget to any Holder or Holders of Bonds upon written request. The Issuer shall be permitted to make a reasonable charge for furnishing such information to such Holder or Holders.

SECTION 5.03. ANNUAL AUDIT. The Issuer shall, immediately after the close of each Fiscal Year, cause the books, records and accounts relating to the Issuer to be properly audited by a recognized independent firm of certified public accountants, and shall require such accountants to complete their report of such Annual Audit in accordance with applicable law. Each Annual Audit shall be in conformity with generally accepted accounting principles as applied to governmental entities.

The Issuer shall provide the Annual Audit to any Holder or Holders of Bonds upon written request. The Issuer shall be permitted to make a reasonable charge for furnishing such information to such Holder or Holders.

SECTION 5.04. FEDERAL INCOME TAXATION COVENANTS. The Issuer covenants with the Holders of the Bonds that it shall not use the proceeds of the Bonds in any manner which would cause the interest on such Bonds to be or become included in gross income for purposes of federal income taxation.

The Issuer covenants with the Holders of the Bonds that neither the Issuer nor any Person under its control or direction will make any use of the proceeds of the Bonds (or amounts deemed to be proceeds under the Code) in any manner which would cause the Bonds to be "arbitrage bonds" within the meaning of the Code, and neither the Issuer nor any other Person shall do any act or fail to do any act which would cause the interest on the Bonds to become subject to inclusion within gross income for purposes of federal income taxation.

The Issuer hereby covenants with the Holders of the Bonds that it will comply with all provisions of the Code necessary to maintain the exclusion from gross income of interest on the Bonds for purposes of federal income taxation, including, in particular, the payment of any amount required to be rebated to the U.S. Treasury pursuant to the Code.

**ARTICLE VI
DEFAULTS AND REMEDIES**

SECTION 6.01. EVENTS OF DEFAULT. The following events shall each constitute an "Event of Default":

(A) Default shall be made in the payment of the principal of, Amortization Installment, redemption premium, if any, or interest on any Bond when due. In determining whether a payment default has occurred, no effect shall be given to payment made under the Bond Insurance Policy, if any.

(B) There shall occur the dissolution or liquidation of the Issuer, or the filing by the Issuer of a voluntary petition in bankruptcy, or the commission by the Issuer of any act of bankruptcy, or adjudication of the Issuer as a bankrupt, or assignment by the Issuer for the benefit of its creditors, or appointment of a receiver for the Issuer, or the entry by the Issuer into an agreement of composition with its creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Issuer in any proceeding for its reorganization instituted under the provisions of the Federal Bankruptcy Act, as amended, or under any similar act in any jurisdiction which may now be in effect or hereafter enacted.

(C) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Resolution on the part of the Issuer to be performed, and such default shall continue for a period of 30 days after written notice of such default shall have been received from the Holders of not less than 25% of the aggregate principal amount of Bonds Outstanding. Notwithstanding the foregoing, the Issuer shall not be deemed to be in default hereunder if such default can be cured within a reasonable period of time and if the Issuer in good faith institutes appropriate curative action and diligently pursues such action until default has been corrected; provided, however, no such curative action shall exceed 60 days without the prior written consent of the Insurer, if any.

SECTION 6.02. REMEDIES. Any Holder of Bonds issued under the provisions of this Resolution or any trustee or receiver acting for such Bondholders may either at law or in equity, by suit, action, mandamus or other proceedings in any court of competent jurisdiction, protect and enforce any and all rights under the Laws of the State of Florida, or granted and contained in this Resolution, and may enforce and compel the performance of all duties required by this Resolution or by any applicable statutes to be performed by the Issuer or by any officer thereof; provided, however, that no Holder, trustee or receiver shall have the right to declare the Bonds immediately due and payable.

The Holder or Holders of Bonds in an aggregate principal amount of not less than 25% of the Bonds then Outstanding may by a duly executed certificate in writing appoint a trustee for Holders of Bonds issued pursuant to this Resolution with authority to represent such Bondholders in any legal proceedings for the enforcement and protection of the rights of such Bondholders, and such certificate shall be executed by such Bondholders or their duly authorized attorneys or representatives, and shall be filed in the office of the Clerk. Notice of such appointment, together with evidence of the requisite signatures of the Holders of not less than

25% in aggregate principal amount of Bonds Outstanding and the trust instrument under which the trustee shall have agreed to serve, shall be filed with the Issuer and the trustee and notice of such appointment shall be given to all Holders of Bonds in the same manner as notices of redemption are given hereunder. After the appointment of the first trustee hereunder, no further trustees may be appointed; however, the Holders of a majority in aggregate principal amount of all the Bonds then Outstanding may remove the trustee initially appointed and appoint a successor and subsequent successors at any time.

SECTION 6.03. DIRECTIONS TO TRUSTEE AS TO REMEDIAL PROCEEDINGS. The Holders of a majority in principal amount of the Bonds then Outstanding (or the Insurer, if any, insuring any then Outstanding Bonds so long as such Insurer is not in payment default under its Bond Insurance Policy) have the right, by an instrument or concurrent instruments in writing executed and delivered to the trustee, to direct the method and place of conducting all remedial proceedings to be taken by the trustee hereunder with respect to the Bonds owned by such Holders or insured by the Insurer, if any, provided that such direction shall not be otherwise than in accordance with law or the provisions hereof, and that the trustee shall have the right to decline to follow any direction which in the opinion of the trustee would be unjustly prejudicial to Holders of Bonds not parties to such direction.

SECTION 6.04. REMEDIES CUMULATIVE. No remedy herein conferred upon or reserved to the Bondholders is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

SECTION 6.05. WAIVER OF DEFAULT. No delay or omission of any 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 an acquiescence therein; and every power and remedy given by Section 6.02 to the Bondholders may be exercised from time to time, and as often as may be deemed expedient.

SECTION 6.06. APPLICATION OF MONEYS AFTER DEFAULT. If an Event of Default shall happen and shall not have been remedied, the Issuer or a trustee or receiver appointed for the purpose shall apply all moneys received from the Issuer for payment of the Bonds as follows and in the following order:

(A) To the payment of the reasonable and proper charges, expenses and liabilities of the trustee or receiver and Registrar hereunder;

(B) To the payment of the interest and principal or Redemption Price, if applicable, then due on the Bonds, as follows:

(1) Unless the principal of all the Bonds shall have become due and payable, all such moneys shall be applied:

FIRST: to the payment to the Persons entitled thereto of all installments of interest then due, in the order of the maturity of such

installments, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or preference;

SECOND: to the payment to the Persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due at maturity or upon mandatory redemption prior to maturity (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of Section 8.01 of this Resolution), in the order of their due dates, with interest upon such Bonds from the respective dates upon which they became due, and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment first of such interest, ratably according to the amount of such interest due on such date, and then to the payment of such principal, ratably according to the amount of such principal due on such date, to the Persons entitled thereto without any discrimination or preference; and

THIRD: to the payment of the Redemption Price of any Bonds called for optional redemption pursuant to the provisions of this Resolution.

(2) If the principal of all the Bonds shall have become due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds, with interest thereon as aforesaid, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the Persons entitled thereto without any discrimination or preference.

(C) To the payment of all amounts owed to the Insurer not covered by (A) or (B) above.

SECTION 6.07. CONTROL BY INSURER. If the Bonds are insured by the Bond Insurance Policy, to the extent the Insurer makes any payment of principal of or interest on Bonds in accordance with the Bond Insurance Policy, such Insurer shall become subrogated to the rights of the recipients of such payments in accordance with the terms of the Bond Insurance Policy. Upon the occurrence and continuance of an Event of Default, the Insurer, if it shall not be in payment default under the Bond Insurance Policy, shall be deemed to be the sole owner of such Bonds for purposes of (A) directing and controlling the enforcement of all rights and remedies with respect to the Bonds, including any waiver of an Event of Default and removal of any trustee, and (B) exercising any voting right or privilege or giving any consent or direction or taking any other action that the Holders of such Bonds are entitled to take pursuant to this Article VI. No provision expressly recognizing or granting rights in or to the Insurer shall be modified without the consent of the Insurer. The Insurer's rights under this Section 6.07 shall be suspended during any period in which the Insurer is in default in its payment obligations under

the Bond Insurance Policy (except to the extent of amounts previously paid by the Insurer and due and owing to it) and shall be of no force or effect if the Bond Insurance Policy is no longer in effect or if the Insurer asserts that the Bond Insurance Policy is not in effect or if the Insurer waives such rights in writing. The rights granted to the Insurer under this Section 6.07 are granted in consideration of the Insurer issuing the Bond Insurance Policy. The Issuer shall provide the Insurer immediate notice of any Event of Default described in Section 6.01(A) hereof and notice of any other Event of Default occurring hereunder within 30 days of the occurrence thereof. The Insurer hereunder shall be considered a third-party beneficiary to the Resolution with respect to the Bonds.

**ARTICLE VII
SUPPLEMENTAL RESOLUTIONS**

SECTION 7.01. SUPPLEMENTAL RESOLUTION WITHOUT BONDHOLDERS' CONSENT. The Issuer, from time to time and at any time, may adopt such Supplemental Resolutions without the consent of the Bondholders (which Supplemental Resolution shall thereafter form a part hereof) for any of the following purposes:

(A) To cure any ambiguity or formal defect or omission or to correct any inconsistent provisions in this Resolution or to clarify any matters or questions arising hereunder.

(B) To grant to or confer upon the Bondholders any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the Bondholders.

(C) To add to the conditions, limitations and restrictions on the issuance of Bonds under the provisions of this Resolution other conditions, limitations and restrictions thereafter to be observed.

(D) To add to the covenants and agreements of the Issuer in this Resolution other covenants and agreements thereafter to be observed by the Issuer or to surrender any right or power herein reserved to or conferred upon the Issuer.

(E) To specify and determine the matters and things referred to in Section 2.01 hereof and also any other matters and things relative to such Bonds which are not contrary to or inconsistent with this Resolution as theretofore in effect, or to amend, modify or rescind any such authorization, specification or determination at any time prior to the first delivery of the Bonds.

(F) To make any other change that, in the reasonable opinion of the Issuer, would not materially adversely affect the interests of the Holders of the Bonds. In making such determination, the Issuer shall not take into consideration the Bond Insurance Policy, if any.

SECTION 7.02. SUPPLEMENTAL RESOLUTION WITH BONDHOLDERS' AND INSURER'S CONSENT. Subject to the terms and provisions contained in this Section 7.02 and Sections 7.01 and 7.03 hereof, the Holder or Holders of not less than a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, anything contained in this Resolution to the contrary notwithstanding, to consent to and approve the adoption of such Supplemental Resolutions hereto as shall be deemed necessary or desirable by the Issuer for the purpose of supplementing, modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Resolution; provided, however, that if such modification or amendment will, by its terms, not take effect so long as any Bonds of any specified maturity remain Outstanding, the consent of the Holders of such Bonds shall not be required and such Bonds shall not be deemed to be Outstanding for the purpose of any calculation of Outstanding Bonds under this Section 7.02. Any Supplemental Resolution which is adopted in accordance with the provisions of this Section 7.02 shall also require the written consent of the Insurer, if any, of Bonds which are Outstanding at the time

such Supplemental Resolution shall take effect. No Supplemental Resolution may be approved or adopted which shall permit or require, without the consent of all affected Bondholders, (A) an extension of the maturity of the principal of or the payment of the interest on any Bond issued hereunder, (B) reduction in the principal amount of any Bond or the Redemption Price or the rate of interest thereon, (C) a preference or priority of any Bond or Bonds over any other Bond or Bonds, or (D) a reduction in the aggregate principal amount of the Bonds required for consent to such Supplemental Resolution. Nothing herein contained, however, shall be construed as making necessary the approval by Bondholders or the Insurer of the adoption of any Supplemental Resolution as authorized in Section 7.01 hereof.

If at any time the Issuer shall determine that it is necessary or desirable to adopt any Supplemental Resolution pursuant to this Section 7.02, the Clerk shall cause the Registrar to give notice of the proposed adoption of such Supplemental Resolution and the form of consent to such adoption to be mailed, postage prepaid, to all Bondholders at their addresses as they appear on the registration books. Such notice shall briefly set forth the nature of the proposed Supplemental Resolution and shall state that copies thereof are on file at the offices of the Clerk and the Registrar for inspection by all Bondholders. The Issuer shall not, however, be subject to any liability to any Bondholder by reason of its failure to cause the notice required by this Section 7.02 to be mailed, and any such failure shall not affect the validity of such Supplemental Resolution when consented to and approved as provided in this Section 7.02.

Whenever the Issuer shall deliver to the Clerk an instrument or instruments in writing purporting to be executed by the Holders of not less than a majority in aggregate principal amount of the Bonds then Outstanding, which instrument or instruments shall refer to the proposed Supplemental Resolution described in such notice and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, the Issuer may adopt such Supplemental Resolution in substantially such form, without liability or responsibility to any Holder of any Bond, whether or not such Holder shall have consented thereto.

If the Holders of not less than a majority in aggregate principal amount of the Bonds Outstanding at the time of the adoption of such Supplemental Resolution shall have consented to and approved the adoption thereof as herein provided, no Holder of any Bond shall have any right to object to the adoption of such Supplemental Resolution, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the Issuer from adopting the same or from taking any action pursuant to the provisions thereof.

Upon the adoption of any Supplemental Resolution pursuant to the provisions of this Section 7.02, this Resolution shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Resolution of the Issuer and all Holders of Bonds then Outstanding shall thereafter be determined, exercised and enforced in all respects under the provisions of this Resolution as so modified and amended.

SECTION 7.03. AMENDMENT WITH CONSENT OF INSURER ONLY. For purposes of amending this Resolution pursuant to Section 7.02 hereof, the Insurer, if any, of

Bonds shall be considered the Holder of such Bonds which it has insured. The consent of the Holders of such Bonds shall not be required if the Insurer of such Bonds shall consent to the amendment as provided by this Section 7.03. Prior to adoption of any amendment made pursuant to this Section 7.03, notice of such amendment shall be delivered to the Rating Agencies then rating the Bonds. Upon filing with the Clerk of evidence of such consent the Insurer as aforesaid, the Issuer may adopt such Supplemental Resolution. After the adoption by the Issuer of such Supplemental Resolution, notice thereof shall be mailed in the same manner as notices of an amendment under Section 7.02 hereof.

ARTICLE VIII DEFEASANCE

SECTION 8.01. DEFEASANCE. If the Issuer shall pay or cause to be paid or there shall otherwise be paid to the Holders of any Bonds, the principal and interest or Redemption Price due or to become due thereon, at the times and in the manner stipulated therein and in this Resolution, all covenants, agreements and other obligations of the Issuer to the holders of such Bonds shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Paying Agents shall pay over or deliver to the Issuer all money or securities held by them pursuant to this Resolution which are not required for payment or redemption of any Bonds not theretofore surrendered for such payment or redemption.

Any Bonds or interest installments appertaining thereto shall be deemed to have been paid within the meaning of this Section 8.01 if (i) in case any such Bonds are to be redeemed prior to the maturity thereof, there shall have been taken all action necessary to call such Bonds for redemption and notice of such redemption shall have been duly given or provision shall have been made for the giving of such notice, and (ii) there shall have been deposited in irrevocable trust with a banking institution or trust company by or on behalf of the Issuer either moneys in an amount which shall be sufficient, or Refunding Securities verified by an independent certified public accountant to be in such amount that the principal of and the interest on which, when due, will provide moneys which, together with the moneys, if any, deposited with such banking institution or trust company at the same time shall be sufficient, to pay the principal of, Redemption Price, if applicable and interest due and to become due on said Bonds on and prior to the redemption date or maturity date thereof, as the case may be. Except as hereafter provided, neither the Refunding Securities nor any moneys so deposited with such banking institution or trust company nor any moneys received by such bank or trust company on account of principal of or interest on said Refunding Securities shall be withdrawn or used for any purpose other than, and all such moneys shall be held in trust for and be applied to, the payment, when due, of the principal of or Redemption Price of the Bonds for the payment of which they were deposited and the interest accruing thereon to the date of redemption or maturity, as the case may be; provided, however, the Issuer may substitute new Refunding Securities and moneys for the deposited Refunding Securities and moneys if the new Refunding Securities and moneys are sufficient to pay the principal of and interest on or Redemption Price, if applicable, of the refunded Bonds.

If Bonds are not to be redeemed or paid within 60 days after any such defeasance described in this Section 8.01, the Issuer shall cause the Registrar to mail a notice to the Holders of such Bonds that the deposit required by this Section 8.01 of moneys or Refunding Securities has been made and said Bonds are deemed to be paid in accordance with the provisions of this Section 8.01 and stating such maturity date upon which moneys are to be available for the payment of the principal of and interest on or redemption price of said Bonds. Failure to provide said notice shall not affect the Bonds being deemed to have been paid in accordance with the provisions of this Section 8.01.

Nothing herein shall be deemed to require the Issuer to call any of the Outstanding Bonds for redemption prior to maturity pursuant to any applicable optional redemption provisions, or to

impair the discretion of the Issuer in determining whether to exercise any such option for early redemption.

Notwithstanding anything herein to the contrary, in the event that the principal of or interest due on the Bonds shall be paid by the Insurer, such Bonds shall remain Outstanding, shall not be defeased or otherwise satisfied and shall not be considered paid by the Issuer, and all covenants, agreements and other obligations of the Issuer to the Bondholders shall continue to exist and the Insurer shall be subrogated to the rights of such Bondholders.

**ARTICLE IX
MISCELLANEOUS**

SECTION 9.01. SALE OF BONDS. The Bonds shall be issued and sold at public or private sale at one time or in installments from time to time and at such price or prices as shall be consistent with the provisions of the Act, the requirements of this Resolution and other applicable provisions of law.

SECTION 9.02. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions of this Resolution shall be held contrary to any express provision 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 and provisions of this Resolution and shall in no way affect the validity of any of the other covenants, agreements or provisions hereof or of the Bonds issued hereunder.

SECTION 9.03. VALIDATION AUTHORIZED. To the extent deemed necessary by Bond Counsel or desirable by the County Attorney, Bond Counsel is authorized to institute appropriate proceedings for validation of the Bonds herein authorized pursuant to Chapter 75, Florida Statutes.

SECTION 9.04. REPEAL OF INCONSISTENT RESOLUTIONS. All ordinances, resolutions or parts thereof in conflict herewith are hereby superseded and repealed to the extent of such conflict.

SECTION 9.05. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND DULY ADOPTED this 24th day of May, 2016.

GULF COUNTY, FLORIDA

(SEAL)

Chairman, Board of County Commissioners

ATTEST:

Clerk of the Circuit Court, ex officio Clerk
of the Board of County Commissioners



GULF COUNTY BOARD OF COMMISSIONERS PUBLIC SPEAKING FORM

Any citizen shall be entitled to be placed on the official agenda of a regular meeting of the Commission and/or be heard during the public comment period of a Commission meeting when recognized by the Chairman within the scope of the Commission's jurisdiction through the adopted Public Speaking Form.

To make a public speaking request and placed on the agenda, please fill out and submit this form and return to the Gulf County Administration, Room 302, Robert Moore Administration Building, 1000 Cecil G. Costin Sr. Blvd., Port St. Joe, Florida 32456 prior to 12:00 p.m. the Tuesday before the noticed Commission meeting date. Back-up materials, if any, must be included with the original Public Speaking Form in order to allow the Board an opportunity to review the material before the discussion.

Appearance before the Board of County Commissioners is limited to (individual) **THREE** minutes or (group) **FIVE** minutes in accordance with the Gulf County Public Speaking Ordinance. You will be provided an opportunity to speak only when recognized by the Chairman of the Board of Commissioners. All public comment shall be held in strict accordance with the Gulf County Public Speaking Ordinance 2013-07 as well as the adopted Gulf County Pledge of Civility.

NAME OF SPEAKER OR GROUP: <i>Raymond Wood</i>	DATE OF REQUEST <i>5/10/16</i>
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NAME OF PERSON REPRESENTING GROUP: <i>Raymond Wood</i>	ADDRESS: <i>550 Pampano St</i>	PHONE NUMBER: <i>850-899-2285</i>
		EMAIL ADDRESS:

Please indicate (X) how you prefer to be contacted: Mailing Address Email

SUBJECT YOU WISH TO DISCUSS: <i>Former Gulf County Health Department</i>
--

Use this space for any explanatory comments you feel necessary.

<p>HAVE YOU EVER CONTACTED ANYONE IN COUNTY GOVERNMENT IN REGARD TO THIS SUBJECT?</p> <p>YES <input checked="" type="checkbox"/> NO <input type="checkbox"/></p> <p>IF SO, WHO? <i>Ward McDaniel</i></p> <p>WHEN? <i>6 weeks ago</i></p> <p>WHAT WAS THE OUTCOME? <i>He called HD.</i></p>
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FILED FOR RECORD
 REBECCA L. MORRIS
 CLERK OF CIRCUIT COURT
 GULF COUNTY
 FLORIDA
 16 MAY 18 4:11 PM

By signing this public speaking form, I hereby swear and affirm that all of my comments and testimony provided by me are the truth and nothing but the truth, and I have reviewed and will strictly abide by the Gulf County Public Speaking Ordinance. Further, I shall only speak when recognized by the Chairman and strictly address all my comments to the Chairman of the County Commission as well as take direction, questions and further comment directly from the Chair.

X *[Signature]*

TO BE COMPLETED BY ADMIN. OFFICE ONLY	DATE SPEAKER SCHEDULED:	SPEAKER NOTIFIED? INITIALS:
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