Flagler County
Board of County Commissioners
Workshop
(Special Meeting to Follow)
Monday, January 23, 2016 at 9:00 a.m.
Government Services Building 2, Board Chambers, 1769 E. Moody Blvd., Bunnell, FL 32110

Workshop Agenda

1. Call to Order
2. Pledge to the Flag and Moment of Silence
3. Welcome: Flagler County Board Chair
4. Economic Development – Project Bags
   4a) Project Bags Economic Development Qualified Target Industry (QTI) Business Waiver
   4b) Project Bags Local Incentives Proposal
5. Protective Dune Restoration, FDEP Grant Funding and Required Local Match
6. Public Comment
7. Adjournment

While this is a workshop only and no decisions are expected to be made by any of the governmental bodies, if a person decides to appeal any matter that may be discussed for a future proceeding, a record of the workshop may be needed and, for such purposes, the person may need to ensure that a verbatim record of the workshop is made.
Flagler County
Board of County Commissioners
Special Meeting
Monday, January 23, 2017 Following Workshop

Government Services Building 2, Board Chambers, 1769 E. Moody Blvd., Bunnell, FL  32110

Special Meeting Agenda

1. Call to Order
2. Public Comment
3. Economic Development – Project Bags
   3a) Request the Board approve and authorize the Chair to execute the Economic Development Grant Incentive Program Agreement between Flagler County, Florida, and Project Bags, subject to the company agreeing to locate in Flagler County and any final changes made by the County Administrator and County Attorney for matters of legal form, which are consistent with the Board’s approval and with the County’s Ordinances and Economic Development Incentive Program.
   3b) Request the Board approve and authorize the execution of a resolution recognizing Project Bags as a Qualified Target Industry (QTI) and request the waiver of the local match.
4. Request the Board provide the County Administrator specific guidelines regarding FDEP grant matches for the protective dune restoration project.
5. Request the Board take actions as deemed necessary regarding issues discussed at the workshop this date.
6. Adjournment

Section 286.0105, Florida Statutes states that if a person decides to appeal any decision made by a board agency, or commission with respect to any matter considered at a meeting or hearing, he or she 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.
SUBJECT: Consideration of a Resolution Recommending Project Bags be Approved as a Qualified Target Industry (QTI) Business and Request a Waiver of Local Financial Match.

DATE OF MEETING: January 23, 2017

OVERVIEW/SUMMARY: The Qualified Target Industry (QTI) state tax refund program is a tool available to Florida communities to encourage quality job growth. Efforts are underway to work with Project Bags on its possible consideration to locate in Flagler County. The company is a financial services operations and headquarters seeking to expand to the State of Florida. Project Bags is expected to create 250 new high impact jobs within the county. The new jobs will be added over three years. The first year will consist of 50 jobs, the second year will create 100 jobs, and the third year will add another 100 jobs. The average salary of the new jobs is $47,100, which is 150% above the county’s average annual wage. The anticipated capital investment is $16 million over a period of five years.

Staff is seeking, by way of this resolution, that the Board of County Commissioners recommend Project Bags be approved as a Qualified Target Industry and that, as a rural community, the county request approval to be exempt from the local 20% match of the state tax refund that would otherwise be payable to the Economic Development Trust Fund. Project Bags can be potentially awarded $7,200 per job ($1,800,000) in State tax credits from Enterprise Florida.

FUNDING INFORMATION: N/A

DEPT./CONTACT/PHONE #: Economic Opportunity, Helga van Eckert (383) 313-4071

RECOMMENDATIONS: Request the Board approve and authorize the execution of a resolution recognizing Project Bags as a Qualified Target Industry (QTI) and request the waiver of the local match.

ATTACHMENT:
1. Resolution

Craig M. Coffey, County Administrator

19 JAN 2017

Date
QUALIFIED TARGET INDUSTRY TAX REFUND IN A RURAL AREA
REQUESTING WAIVER OF LOCAL FINANCIAL SUPPORT

RESOLUTION 2017 - ___

A RESOLUTION BY THE GOVERNING BOARD OF FLAGLER COUNTY, FLORIDA, RECOMMENDING PROJECT BAGS BE APPROVED AS A QUALIFIED TARGET INDUSTRY BUSINESS PURSUANT TO S.288.106, FLORIDA STATUTES; AFFIRMING THE SITE OF THIS PROJECT IS WITHIN A DEFINED RURAL AREA; REQUESTING A WAIVER OF LOCAL FINANCIAL SUPPORT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the business under consideration is a corporate headquarters of high tech financial services named, “Project Bags”; and

WHEREAS, Project Bags has been identified by the Department of Economic Opportunity as a Target Industry Business and, moreover, falls within one of the high-impact sectors designated under Sec. 288.108, Florida Statutes, specifically Financial Services and Corporate Headquarters; and

WHEREAS, Project Bags is eligible to apply for the Qualified Target Industry Tax Refund with a High-Impact Sector Bonus, pursuant to Sec. 288.106, Fla. Stat.; and

WHEREAS, Project Bags is expected to create 250 primary jobs according to the following schedule: 50 jobs the first year, 100 jobs in the second year, and an additional 100 jobs in the third year; and

WHEREAS, Project Bags plans to locate its regional headquarters and office operations in Flagler County, Florida; and

WHEREAS, due to Flagler County’s status as a rural community pursuant to Sec. 288.106(2)(p), Florida Statutes, Project Bags, as the Applicant, is eligible for the local financial support exemption option of the Qualified Target Industry Tax Refund Program authorized for rural communities under Sec. 288.106(2)(k), Florida Statutes, and desires to exercise that option.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Flagler County, Florida, as follows:

1. The Flagler County Board of County Commissioners (hereafter, “Board”) hereby recommends Project Bags be approved by the Department of Economic Opportunity as a Qualified Target Industry Business pursuant to Sec. 288.106, Florida Statutes.
2. The Board has determined that the basis of this project’s average private sector wage commitment calculation shall be 150% of the County average annual wage.

3. The Board requests that a waiver of the local financial support be granted as authorized under the Qualified Target Industry Refund Program, pursuant to Sec. 288.106(2)(k), Florida Statutes.

4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the Board of County Commissioners of Flagler County, Florida this 23rd day of January, 2017.

Board of County Commissioners
Flagler County, Florida

Attest: 
Nate McLaughlin, Chair

______________________________
Tom Bexley, Clerk of the Circuit Court
and Comptroller

Approved as to Form:

______________________________
Al Hadeed, County Attorney
SUBJECT: Approval of the Economic Development Incentive Program Agreement between Flagler County, Florida, and Project Bags for a Performance-Based 250 High-Impact Job Incentive with a Maximum Value of $500,000 Over a 7 Year Period.

DATE OF MEETING: January 23, 2017

OVERVIEW/SUMMARY: Staff is requesting the Board of County Commissioners approval of an Economic Development Incentive Program Agreement between the County and Project Bags for a performance-based incentive with a maximum value of $500,000. Based on an economic model prepared by CareerSource Flagler Volusia (Attachment 1), the Annual Flagler County Economic Impact of Project Bags is estimated to be $16,518,000 (does not consider cost of living adjustment) summarized in Table 1 – Economic Impact Summary.

The performance-based program will provide for an incentive of $400/job each year for a period of five years for up to 250 jobs. As the jobs will be created over time, the incentive program will run for a period of seven years. Table 2 provides the Annual Incentive Cost in detail. Table 3 provides the Flagler County Annual Direct Earnings over the period of the incentive program.

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Annually</th>
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<tr>
<td>County Annual Earnings - 341 New Jobs - 250 Direct and 91 Indirect Impact Earnings (excluding cost living, raises/benefits)</td>
<td>$16,518,000</td>
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<tr>
<td>Taxes – Local</td>
<td>$706,000</td>
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<td>Taxes – State</td>
<td>$712,000</td>
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<td>Taxes – Federal</td>
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Project Bags applies high-tech, high-touch technology to the financial industry. The company has been recognized by Forbes, the Wall Street Journal, USA Today, American Banker, Crain’s, Bloomberg Business and Inc. as being in the forefront of the financial sector.

Currently located in Connecticut, New York and Philadelphia, if the company expands to Flagler County, Project Bags will create 250 full-time employment opportunities over a period of 3 years. The average salary of the new jobs will be $47,100 per year (150% the average wage in Flagler County). The relocation will require an immediate investment by the company of approximately $5M with the additional capital investment expected to total approximately $16M over the next 4 years.

On January 19th, the Flagler County Economic Opportunity Advisory Council voted to recommend to the Board of County Commissioners approval of the request for a County incentive package as follows:

- $400/job/yr for a period of 5 years for each job created, with a maximum value of $2,000 per job.
- The maximum incentive value to be paid over a period of 7 years will be $500,000.
- Incentives will only be provided upon a demonstration by Project Bags that the terms and the conditions of the agreement have been satisfied.
Table 1
Annual Incentive, $
($400 per job/year for a period of 5 years = maximum of $2000/job)

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<thead>
<tr>
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<td>50</td>
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Table 2
Average Direct Annual County Earnings, $
(average wage $47,100/year – not including cost of living, promotions, benefits, etc)

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<tr>
<td>100</td>
<td>$4,710,000</td>
<td>$4,710,000</td>
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<tr>
<td>Total/Year</td>
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<td>$7,065,000</td>
<td>$11,775,000</td>
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</table>

The terms and conditions of the incentive package will be set forth in an Agreement prepared by the County, a draft of which is provided as Attachment 2. The Agreement will be consistent with the County's Economic Development Incentive Program and is in furtherance of the County Commission's expressed goal to expand and diversify the local economy in order to provide new employment opportunities, a stable tax base and a high standard of living for its residents.

The Agreement is structured as a performance-based incentive package, such that the company must demonstrate that it has met the required objectives for each year of the Agreement before the associated incentive funds are disbursed.

FUNDING INFORMATION: A total of $205,219 was appropriated in the fiscal year 2016-17 budget in account number 141-1720-559.82-40 that will satisfy the incentive package through fiscal year 2020. A total of $542,500.00 was appropriated in the fiscal year 2016-2017 budget in account number 001-0205-559.82-40 that will satisfy the remaining $294,781. These funds will be carried forward to FY18, earmarked and obligated for a total of $500,000 for this particular incentive package.

DEPT./CONTACT/PHONE #: Economic Opportunity, Helga van Eckert (383) 313-4071

RECOMMENDATIONS: Request the Board approve and authorize the Chair to execute the Economic Development Grant Incentive Program Agreement between Flagler County, Florida, and Project Bags, subject to the company agreeing to locate in Flagler County and any final changes made by the County Administrator and County Attorney for matters of legal form, which are consistent with the Board's approval and with the County's Ordinances and Economic Development Incentive Program.

ATTACHMENT:
1. Economic Impact Model prepared by CareerSource Flagler Volusia
2. Draft Economic Development Grant Incentive Program Agreement

Craig M. Coffey, County Administrator 19 Jan 2019

01/17/2017 Requested by Economic Opportunity Director, Helga van Eckert
01/18/2017 Electronically Approved by Financial Services Director, Lorie Bailey Brown (tbp)
Input-Output Scenario
Commercial Banking in Flagler County, FL

Emsi Q4 2016 Data Set

January 2017

329 Bill France Blvd
Daytona Beach, Florida 32114
386-323-2074
### Parameters

#### Regions

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#### Industry Scenario

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#### Input-Output Year

2015
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<td>1.24 Multiplier</td>
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<td>42</td>
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<td>Retail Trade</td>
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<td>48</td>
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<td>52</td>
<td>Finance and Insurance</td>
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<td>53</td>
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<td>54</td>
<td>Professional, Scientific, and Technical Services</td>
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<td>Management of Companies and Enterprises</td>
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<td>56</td>
<td>Administrative and Support and Waste Management and Remediation Services</td>
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<td>61</td>
<td>Educational Services</td>
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<td>Other Services (except Public Administration)</td>
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## Scenario Results - Occupation

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<td>Business and Financial Operations Occupations</td>
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<td>Computer and Mathematical Occupations</td>
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<td>17-0000</td>
<td>Architecture and Engineering Occupations</td>
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<td>Life, Physical, and Social Science Occupations</td>
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<td>21-0000</td>
<td>Community and Social Service Occupations</td>
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<td>23-0000</td>
<td>Legal Occupations</td>
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<td>Healthcare Support Occupations</td>
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<td>Building and Grounds Cleaning and Maintenance Occupations</td>
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<td>51-0000</td>
<td>Production Occupations</td>
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<td>53-0000</td>
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Scenario Results - Demographics

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Appendix A - Data Sources and Calculations

Input-Output Data
The input-output model in this report is Emsi's gravitational flows multi-regional social account matrix model (MR-SAM). It is based on data from the Census Bureau's Current Population Survey and American Community Survey; as well as the Bureau of Economic Analysis' National Income and Product Accounts, Input-Output Make and Use Tables, and Gross State Product data. In addition, several Emsi in-house data sets are used, as well as data from Oak Ridge National Labs on the cost of transportation between counties.

State Data Sources
This report uses state data from the following agencies: Florida Department of Economic Opportunity.
THIS ECONOMIC DEVELOPMENT GRANT INCENTIVE PROGRAM AGREEMENT (the “Agreement”) is made and entered into between FLAGLER COUNTY, a political subdivision of the State of Florida, whose address is 1769 East Moody Boulevard, Bldg. #2, Bunnell, FL 32110, (the “County”), and PROJECT B.A.G.S, a C-Corporation, authorized to do business in the State of Florida, (the “Company”), whose address is PENDING.

WITNESSETH:

WHEREAS, it is the policy of the County to stimulate economic growth in Flagler County by attracting new businesses and encouraging the expansion of existing businesses within Flagler County; and

WHEREAS, the creation of new and retention of economically productive jobs for residents within Flagler County is beneficial to the local economy; and

WHEREAS, the County has created an Economic Development Incentive Program (the “Program”); and

WHEREAS, the County has determined that offering an Economic Development Grant Incentive Program encourages current businesses to expand and new businesses to enter Flagler County and thereby create new jobs for the residents of the County; and

WHEREAS, the Company has applied for incentive funds pursuant to the Program; and

WHEREAS, the Company, currently located in the northeast, applies high-tech, high-touch technology to the financial industry and has been recognized by Forbes, the Wall Street Journal, USA Today, American Banker, Crain’s, Bloomberg Business as being in the forefront of the financial sector; and

WHEREAS, being new to Florida, the Company will lease approximately 30,000 square feet of office space in Flagler County; and

WHEREAS, the Company will employ 250 full-time employees; 50 jobs in the first year and an additional 100 jobs per year over the next two years with an average annualized wage of $47,100/yr; and

WHEREAS, Local Jobs are defined as jobs that are physically located in Flagler County that are held by employees living within a 40-mile radius of the Company’s facility; and

WHEREAS, the High Tech and Corporate Services have been identified as a Target Industry Business; and

WHEREAS, the Company desires performance-based assistance from the County; and
WHEREAS, the Company acknowledges that the incentive in the form of financial assistance to the Company shall be based upon the Company’s satisfaction of the performance requirements outlined in this Agreement; and

WHEREAS, the Company and the County have worked closely with CareerSource Flagler-Volusia to arrange for training opportunities for Flagler County residents interested in qualifying for the Company positions; and

WHEREAS, the Board of County Commissioners finds that entering into this Agreement is in the best interest of the County and the health, safety, and welfare of the citizens of Flagler County.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

Section 1. Recitals. The above recitals are true and correct and are incorporated herein and made a part of this Agreement.

Section 2. Job Retention/Creation Commitment. As a condition precedent to and as consideration for obtaining Incentive Funds, the Company agrees:

a. To create two hundred and fifty (250) new permanent, full-time Local Jobs within sixty months of the Effective Date of this Agreement; and

b. To lease a facility for the company relocation to Flagler County.

For purposes of this Agreement, the phrase “full time” is defined to mean a job that requires the employee to regularly work at least thirty (30) hours on average per week, and whose position receives health insurance, defined contribution and/or retirement benefits or, in the alternative, whose position includes the opportunity to purchase said benefits.

Section 3. Wage Level. The Company agrees that, in order to be eligible for Incentive Funds hereunder, the permanent, full time Local Jobs created in accordance with Section 2 will have average salaries or gross wages equal to or in excess of $41,000/year per employee.

Section 4. Reporting. Upon the Effective Date of this Agreement, the Company shall provide the Executive Director of the Department of Economic Opportunity with reports at least every six (6) months, or as frequently as may be otherwise mutually agreed, for the duration of this Agreement. The reports shall provide information regarding the number of new permanent, full time Local Jobs that have been created by the Company, and all of the activities affecting implementation of this Agreement including, but not limited to, a narrative summary of the progress of the Company, copies of its State of Florida Employer’s Quarterly Report Forms UCT-6 that were filed within the prior six months (with employee social security numbers redacted), and a list of the employees identified in the UCT-6 which are
being used to support the new permanent, full time Local Jobs required by this Agreement. For each such listed employee, the Company shall provide: the date of hire, position title, and hourly rate or salary during the reporting period. On an annual basis, the Company shall also provide a certification with supporting documentation to the County, in a format that is satisfactory to the County in its sole discretion, showing compliance with all the agreed upon standards and requirements set forth herein. At a minimum, the certification must include an annual written progress report verifying the number of existing permanent, full time Local Jobs, their wages, and the average wage of said employees. The certification must be performed by the Chief Financial Officer or person performing equivalent functions of the Company and be received no later than March 1\textsuperscript{st} of each year. In addition, on an annual basis, the Company shall provide the County with its Form W-3 with accompanying Forms W-2 and Forms 1099, as and when due and filed with the Social Security Administration (with social security numbers redacted).

**Section 5. Incentive Funds.** On an annual basis, following receipt of the reports required in Section 4, Incentive Funds shall be made available to the Company in the amount of $2000.00 for each new permanent, full time Local Job that is created at the Wage Level set forth in Section 3. Payment for each qualifying job that is created will be pro-rated over the course of five (5) years in the amount of $400.00 per job/ per year, providing the job continues to be in existence and continues to meet the Wage Level and other requirements set forth herein. Incentive Funds will be based on the aggregate number of positions that meet the standards set forth herein, notwithstanding that different individuals may fill such positions. Payment shall be made in accordance with the following schedule:

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*Total County Performance-Based Investment of $500,000 over seven (7) years*

The County's obligations herein shall not exceed a total of $500,000. The County conditions its obligation herein to provide Incentive Funds subject to the Company promptly furnishing to the County evidence satisfactory to the County that the Company has accomplished all conditions precedent outlined in this Agreement. The County will disburse the Incentive Funds after all the prerequisite terms and conditions of this Agreement have been met.

**Section 6. No Liability or Monetary Remedy.** The Company hereby acknowledges and agrees that it is sophisticated and prudent in business transactions and proceeds at its own risk and on the advice
of its own counsel and advisors and without reliance on the County, and that the County bears no liability for direct, indirect, or consequential damages for the Company’s undertaking of the project or in carrying out the terms of this agreement.

Section 7. **Severability.** Any provision of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or unenforceable shall be severable and shall not be construed to render the remainder to be invalid, illegal, or unenforceable.

Section 8. **Effective Date and Term.** This Agreement shall become effective and commence on the date of its execution by the Chairperson of the Flagler County Board of County Commissioners. This Agreement shall expire on December 31, 2023, unless either Party elects to extend the Agreement for one year to allow the Company additional time to meet its performance obligations and to minimize its defaults (“first optional extension period”). The Agreement may be extended for one additional year at the County’s sole discretion to allow the Company additional time to meet its performance obligations and to minimize its defaults if it appears the Company is making reasonable progress towards its obligations (“second optional extension period”).

Section 9. **Event of Default/Termination.** A default shall occur in the event the Company materially breaches any term set forth in this Agreement. In the event of default, the County may terminate this Agreement for cause by first notifying the Company in writing, specifying the nature of the default and providing the Company with a reasonable period of time in which to rectify such default, which period shall be no less than sixty (60) days. In the event the default is not cured within the time period given, the County thereafter may terminate this Agreement upon written notice to the Company without prejudice to the County in terms of any right or for cause. Continued performance by either Party hereto pursuant to any provision of this Agreement after a default shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of any such default shall be construed or act as a waiver of any subsequent default irrespective of how long the default may have existed. The County shall have all other rights and remedies available at law or in equity.

Section 10. **Relationship.** This Agreement does not evidence the creation of, nor shall it be construed as creating, a partnership or joint venture between the County and the Company.

Section 11. **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any action, in equity or law, with respect to this Agreement must be brought and heard in Flagler County, Florida.

Section 12. **Assignment.** The Company shall not assign this Agreement to any other unaffiliated person or entity without first obtaining County’s written consent which the County may not unreasonably withhold based upon the assignee’s financial capability with respect to the business and its assumption of all of the obligations under this Agreement.
Section 13. Amendment. This Agreement may not be amended unless evidenced in writing and executed by all parties hereto.

Section 14. Notices. Notices shall be deemed to have been duly given if sent by hand-delivery or mailed, first class, postage prepaid, or by certified mail (return receipt requested) to the following addresses:

To the County: County Administrator
County of Flagler County
1769 East Moody Blvd.,
Bldg. #2, Suite 302
Bunnell, Florida 32110
Telephone: (386) 313-4001
Facsimile: (386) 313-4101

With a Copy to: Executive Director to the
Department of Economic Opportunity
1769 East Moody Blvd.,
Bldg. #2, Suite 302
Bunnell, Florida 32110

To the Company: Project B.A.G.S.
Name and Address to be provided

Section 15. Captions. The captions and headings of sections or paragraphs used in this Agreement are for convenient reference only and shall not limit, define or otherwise affect the substance or construction of provisions of this Agreement.

Section 16. Third Parties. This Agreement has been entered into for the benefit of the parties hereto and there are no third party beneficiaries.

Section 17. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. Any representations or statements heretofore made with respect to such subject matter, whether verbal or written, are merged herein, provided, however, that this Agreement shall not affect the validity of any other written agreement between the parties.

Section 18. Books and Records/Audit. The Company agrees to keep all records related to the implementation of this Agreement, as well as all employment records necessary to document and support the award of Incentive Funds as set forth herein. The County shall have the right to review and to audit
such records associated with the implementation and performance of this Agreement at the Company’s office during normal business hours and upon reasonable notice, which shall not be less than fourteen (14) days. One or more audit(s) of this Agreement by the County or its representative may occur during the duration of this Agreement, and up to three (3) years following the termination date.

Section 19. **Force Majeure.** The obligations of the parties hereunder shall be subject to the concept of force majeure. Accordingly, in the event of Acts of God, riot, weather disturbances, permitting, war, terrorism, civil disobedience, geologic subsidence, electrical failure, malfunctions, and events of a similar nature, the parties shall be excused from performing under this Agreement until the cause or causes thereof have been remedied.

**IN WITNESS WHEREOF,** the County and the Company have duly approved this Agreement and have authorized its execution and delivery by the respective signing officers, all as of the dates written below.

**PROJECT B.A.G.S.**

By:__________________________

____________, President & CEO

Date:________________________

**BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY, FLORIDA**

By:__________________________

Nate McLaughlin , Chair

Date:__________________________
STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this _____ day of ____________, 2015, by ________, President, on behalf of, COMPANY NAME, who swore or affirmed she is authorized to execute this agreement on behalf of COMPANY NAME and to bind the company. He/She is personally known to me or has produced a driver’s license as identification.

____________________________
Notary Public

____________________________
Printed Name

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this _____ day of ____________, 2015, by ________, Vice President, on behalf of COMPANY NAME, who swore or affirmed he is authorized to execute this Agreement on behalf of COMPANY NAME and to bind the company. He/she is personally known to me or has produced a driver’s license as identification.

____________________________
Notary Public

____________________________
Printed Name
Hurricane Matthew Recovery
Flagler County’s Situation

• We are facing a compromised dune system for our entire 18 miles of coastline and a very serious situation moving forward.

• As you will seen we are still vulnerable to the threat of homes falling in the ocean and whole neighborhoods re-flooding as northeasters and super tides eat away a bluffs or attack areas with no dunes.

• We are fighting time as well:
  Turtle Season Start May 1st,
  Hurricane Season June 1st
  New State Budget July 1st

• Financially our County is small and lacks the funds take on this issue. We started this year with 4 and ½ million in reserves

• To date we have already spent 5.5 million in debris cleanup alone. We have over 10 million dollars of other damage – buildings, roads, boardwalks, etc. We don’t expect to see any FEMA dollars for months
## SUMMARY OF DUNE RESTORATION COSTS TO PROTECT RESIDENTS

### Public Dune/Beach Restoration  38.3 million

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<th>Veg</th>
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ESTIMATES OF DUNE RESTORATION COSTS TO PROTECT RESIDENTS (Dec 28th)

Public Dune/Beach Restoration  37.5 million+

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<tr>
<th>Estimated erosion</th>
<th>Estimated Fill Density</th>
<th>Seg length (ft)</th>
<th>Seg Vol (cy)</th>
<th>Unit cost ($/cy)</th>
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| Vegetation Costs |
|-------------------|-------------------|-----------------|----------------|
| Segment           | Seg length (lf)   | Unit cost ($/lf) | Total cost |
| 1                 | 19,570            | $7.50           | $146,778    |
| 2                 | 13,471            | $7.50           | $101,033    |
| 3                 | 17,376            | $7.50           | $130,319    |
| 4                 | 22,451            | $7.50           | $168,385    |
| 5                 | 6,923             | $7.50           | $51,925     |
| 6                 | 14,585            | $7.50           | $109,384    |
|                   |                   |                 | $707,824    |

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<tr>
<td>6</td>
<td>R-1</td>
<td>R-16</td>
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FLAGLER BEACH/A1A Directly on Ocean

South County Line to Beverly Beach (approx. 6.25 mi.)
Gamble Rogers State Park
Flagler Beach South
A1A on Ocean Segments 1 & 2

- Approximately 6.25 Miles from South County Line to Town of Beverly Beach
- Assisting with damage assessment, surveying, design, and permitting and potential future construction.
- Estimated Cost Approximately $15 million+- to return to pre storm. Almost $30 million for better.
- Working to Restore Comprehensive Dune System to Better than Pre-Storm Conditions both within and outside ACOE Project
- Working to Ensure ongoing Dune Maintence Plan
- On non-dune issues – commenting and offering suggestions on A1A, but following Flagler Beach’s lead
- City dealing with Pier, Crossovers, Parking, etc.
A1A on Ocean Segments 1 & 2

- Total length = 6.25 miles  5.75M FDOT .5 State Park
  Comprehensive Dune/Planting Protection
  Economies of Scale
  Truck Haul Potential for ongoing maintenance
  Potentially FEMA Eligible for future
  Entirely about dunes and vegetation non-control

- ACOE Section = 2.6 miles
  Funding Strategy = Pursue Federalized Project

- Gamble Rogers = .5 miles
  Funding Strategy = Pursue FDEP Land Park Division

- Other Area = 3.15 miles
  Funding Strategy = FDOT grants for dune restoration and ongoing maintenance
  FEMA supplemental
US ARMY CORPS OF ENGINEERS

- ACOE Project is for 2.6 miles
- Authorized in 2016 WRDA – Water Resource Development Act
- Amount $25+ million federally for a 50 year/$44 Million+ Dollar Total Project
- Initial Project amount only is $14+ million
  - Federal $9,561,000
  - Non-Federal Match $5,149,000
  - FDOT Grant for Non-Federal Match
    - $4,850,000+ Design and Construction
US ARMY CORPS OF ENGINEERS

Challenges

- Design – Not complete Can be expedited
- Not Appropriated
  - Potentially in Supplemental Continuing Funding Passed Dec 6th
  - Runs through Apr 28, 2017.
  - Section 187 - $54 million or Section 109 400+ million
  - Not in President’s 2017 Budget (Because was not authorized)
- Timing –
  - Will know in February if in Supplemental
  - Project not this year this time next year
  - Emergency Sand by FEMA/FDOT for this year
- Ratio – Does not meet ratio. With supplemental bill and emergency situation ratio does not apply
- Private Ownership - Worked around it with easements elsewhere.
A1A on Non-ACOE Areas FDOT

- Previously stated Flagler County’s focus has been on Comprehensive Dune System Restoration
  - Protects A1A with additional protection
  - Covers and supports rocks/walls/other
  - Helps Tourists and Turtles

- Comprehensive Maintenance Plan Funding

- Every Meeting with FDOT and Flagler Beach – October, November, December, January

- Helping with Beach has always been a way Flagler County has provided Countywide Support

- At County’s request FDOT is considering $12 million grant to County reconstruct dune system

- At County’s request FDOT is considering $500,000 per year grant to County for Ongoing Maintenance Funding
Things to consider about sand added to the Beach
- Heavily Regulated.
- Much of any added sand will be in berm
- Much of any added sand will be vegetated
- Overall added sand will be a fraction of existing sand.

Finding Matching Sand
- City and County spent over 1/2 million dollars and several years to find best matching sand in ocean.
- Exact Match may be elusive (may be to scattered a source)
- Upland sand may or may not match better.
- Choice may be: Find best, permissible sand vs not doing a project.

Driven by texture
- Fine Sand will not sustain a healthy Dune
- Sand mixed with other items may harden beach (similar to road)
A1A on Ocean – Unification

- Comprehensive Approach Regardless of Jurisdiction.
  - Project area is within Flagler Beach and Beverly Beach
  - Interconnected to entire shoreline – Other County Projects
- Coordination with any projects – timing, forms, approach
- Agency contacts – Dealing with a single entity
- Economies of Scale – Dredging, Upland Sand, Contracting, Consulting
- Coordination of funding – TDC, LOST, Other Grant
- Ability to Oversee – Complex, Staff Intensive, Contracting, Funding
- The County had been pursuing funding for Dunes/Maintenance – An Opportunity
- Does not desire to control lifeguard, crossovers, parking, and other beach activities in Flagler Beach – Only dune work
A1A on Ocean - Management

- County has been working on Funding for Protective Dunes Restoration and ongoing maintenance with FDOT since the Hurricane.
- City Commission directed Manager to seek to take over of this project.
  - Audible comments provided
- Major Staffing Impacts
  - Easements & Contracts
  - On Ground Coordination
  - Multiple agencies agreements
  - Documentation for future storms
  - LAP Certification
- Financial Commitment
  - Have to advance fund many issues.
  - Will require additional local funds $1-2 million
  - Federal Lobbyist funding needed right now
  - May require annual funding above FDOT funding
  - Renourishment funding ACOE
- Other
  - ACOE Project should do together with Multiple Areas along shoreline.
FDEP FUNDING Opportunity!!
FDEP Funding Opportunity

- Total length = 12 + miles  Segment 3-6
- Beverly Beach Northward to North County Line
- Total Estimated Protective Dune Losses 25 million+
- Immediate Funding Offer $5.35 Million Grant with $4.65 Million Match.  10 million total  50/50 match.
- Approximate Breakdown $5.5 Million for North Sections 5-6 and $4.5 for Sections 3-4
  - Includes Washington Oaks State Park 100%
- Proposing starting FEMA emergency measures (non-FDEP) on Varn Park (.25 miles), Mala Compra (.75 mile), Old Salt Park, Jungle Hut, and Bay Drive Park (500ft/.1 mile)
- Usage of funding easier than FEMA within FDEP Guidelines
- Flexible Match within FDEP Guidelines.
- Funding offered to 6 Counties  - St. John’s still working on.  Others unknown
Potential Match Sources

- Beach Renourishment Funding (TDC)  $1.5 Million
- County Portion Local Option Sales Tax  $1.5-2 Million
  - Will delay other projects projects New Library and Westside Fire Station
  - Property Acquisition, Library Expansion, FEMA Match
- Potential Hammock Dunes HOA Funding 50/50 Match for future work  1 Million*
- Potential County Sand Sources  .5 Million*
  *Unknown at this time
- Note: Future Monies Needed $15 million. Match at $7.5 million would be needed. We cannot afford any more matches.
Implementation Challenges

- Agreements from Upland Property Owners Drafting Signing
- Number of Upland Sources
  - None in Flagler County Limited quantities
- Finalization of Permitting
- Finalization of FDEP Agreements
- Bidding and Procurement meeting FEMA & FDEP standards.
- Extension of Emergency Order
- Work during Turtle Season
- Beach Access, Contractor Availability, Timing – Weather
- Coordination with Existing Beach Work
BEVERLY BEACH TO VARN PARK
Painter Hill Section 3

**Threatened Homes and Property between A1A and Ocean (approx. 2.0 mi.)**
Painters Hill South

Larger Vacant Parcel to North

City of Flagler Beach to the South

Inclusive of Beverly Beach
Painters
Hill North

Varn Park to North
Vacant Parcel to South
Varn Park
Painters Hill Strategy (3)

- Approximately 140 Parcels Town of Beverly Beach to Varn Park
- Approximately 3.3 miles
- Total Cost Estimated 19 CY/ft - 8.2 Million for Pre-storm
- Approximately 25 Parcels desire a seawall
  - Assisting with LIDAR analysis, surveying, Mean HWM
  - Offering to permit group seawalls
  - Working on agreement to construct and finance.
  - Property Owners for Ongoing Maintenance
  - May need to provide stabilization sand 6CY
- Remainder of area trying to restore Dunes
  - Would propose to restore dunes for non seawall properties
  - Would require agreements for each property
  - Proposing to Start in March
  - No matches being sought
VARN PARK TO MALACOMPA PARK
Hammock Dunes Segment 4

Hammock Dunes DRI South (approx. 4.25 mi.)
Varn Park
Hammock Dunes
Owners 1

Varn Park to the South

County’s 16th Road / Old Salt Park to North
Hammock Dunes
Owners 2

Varn Park to the South

County’s Jungle Hut Park in the Middle

Hammock Dunes Club
Hammock Beach Club

MalaCompra Park to the North

County’s 16th Road / Old Salt Park in Section

Golf Course to the South
MalaCompra Park
Hammock Dunes Strategy (4)

- Approximately 4.25 Miles Varn Park to MalaCompra Park
- Working to Restore Dunes to Pre-Storm Condition estimated at 15CY ft
- Assisting with Damage Assessment, surveying, design, and permitting and potential future construction.
- Estimated Cost Approximately $9 million +/-
- 3 Separate Groups
  - Hammock HOA 2.3+ Miles Varn to Jungle Hut
  - Ocean Hammock HOA 1.1 Miles Jungle Hut to MalaCompra
  - Hammock Dunes Club .85 Miles Jungle Hut to MalaCompra
- HOA’s are likely FEMA eligible and pursing emergency Measures at 6CY/ft
  - Proposing to start hauling sand in next two weeks
  - Future Dune Restoration may involve FDEP grant with 50% match
  - County would manage any FDEP projects to be eligible.
MALACOMPRA PARK TO WASHINGTON OAKS
Mala Compra Segment 5
600 homes threatened
MalaCompra Park
Sea Colony, Johnson Add. Armand Beach

MalaCompra Park to South
Bay Drive Park to North
Bay Drive Park

County Park

Severe Dune Damage
Marineland Acres

Bay Drive County Park to South
Washington Oaks State Park to the South
Washington Oaks State Park
MalaCompra Strategy (5)

- Approximately 1.3 Miles MalaCompra Park to Washington Oaks State Park
- Working to Restore Dunes to Pre-Storm Condition estimated at 10 CY+/ft
- Dunes pushed inward - Comprehensive Dune critical.
- Conducting Damage Assessment, surveying, design, and permitting and construction.
- Estimated Cost Approximately $1.7 million +
- All individual owners except Sea Colony HOA.
- No Matches being sought.
MARINELAND Segment 6
Washington Oaks State Park
Sheet Flow
Ocean to Intracoastal
Washington Oaks State Park

Major Source of Interdunal Flooding
Matanzas Area

River to Sea Park to North

Washington Oaks to the South
River to Sea Park

County/Town Park

Engineered Section Slight Damage

Severe Dune Damage
Marineland Strategy (6)

- Approximately 2.75 Miles Washington Oaks State Park to North County Line
- Working to Restore Dunes to Pre-Storm Condition estimated at 9CY/ft
- Dunes pushed inward - Comprehensive Dune critical.
- Unique Area – Rock Outcroppings, Sea Walls, New Inlet
- Conducting Damage Assessment, surveying, design, and permitting and construction.
- Estimated Cost Approximately $2.0 million +
- All individual owners except Matanzas Shores, Marineland
- No Matches being sought - are further researching.
RECAP Staff Seeking Direction

- County Sponsorship on non ACOE Projects in Flagler Beach/Beverly Beach
- County Sponsorship on ACOE Project
- Concurrence on Approach to Segments
- Concurrence on Approach to Matches
- Authority to Seek FDEP Grant Funding of 5.35 M with Match of up to 4.65M
QUESTIONS !!!