

**BOARD OF COUNTY COMMISSIONERS**

**GULF COUNTY, FLORIDA**

<b>AGENDA</b>	<b>JANUARY 24, 2012</b>	<b>TIME / PAGE NO.</b>
1. Meeting Called to Order . . . . .		6:00 p.m.
2. Consent Agenda . . . . .		1-61
3. Public Hearing – Ordinance – Capital Improvement Schedule . . . . .		62-65
4. Public Hearing – P.D.R.B. Recommendations (January 16, 2012) . . . . .		66-67
4. County Staff Business		
5. Board Business		
6. John Comer of Retrac		
7. 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

January 24, 2012

1. Minutes – December 13, 2011 – Regular Meeting . . . . . 1-15
  - January 5, 2012 – Special Meeting . . . . . 16-17
  - January 10, 2012 – Special Meeting . . . . . 18-20
  
2. Agreement – Professional Health Insurance Agent of Record Services  
(Combined Insurance Services, Inc. Representative Todd Torgenson) . . . . . 21-25  
  
Agreement – From The Heart Music Hour – Sound Service (T.D.C. Event for April 6-8, 2012) . . . . . 26-30
  
3. Appointment – 2012 Apalachee Regional Planning Council (Colbert/Smiley) 31-33  
  
Appointment – Apalachee Regional Planning Council - Transportation Disadvantaged Coordinating Board (Colbert/Smiley) . . . . . 34-35
  
4. Invoices – C.W. Roberts Contracting, Inc. – Beaches Resurfacing Project (Application #3 \* \$317,807.17 \* to be paid from Account #223541-63000) . . . . . 36-43
  - County Attorney Jeremy Novak – Professional Services (January 1-15, 2012 \* \$5,168.75 \* to be paid from Account #21314-31100) . . . . . 44-46
  - Legal Services of North Florida (October 1 – December 30, 2011 \* to be paid from Account #71015-82000) . . . . . 47
  - Milliman – Professional Services (Invoice #082-GCF03:121 \* \$5,000.00 \* to be paid from Account #21111-31000) . . . . . 48
  - Roberson & Associates – Auditing Services (Invoice #PSJ9177 \* \$20,000.00 \* to be paid from Account 346513-32000) . . . . . 49
  - St. Joseph Bay Humane Society – Animal Control (December, 2011 \* \$3,283.00 \* to be paid from Account #43262-82000) . . . . . 50-52
  - The Ferguson Group, LLC – Federal Lobbyist (Invoice #0212175 \* 6,500.00 \* to be paid from Account #21111-31200) . . . . . 53
  
5. Invoice Ratification - From The Heart Music Hour (Invoice #76 \* \$3,250.00 \* to be paid from Account #BP3 27452-48000) . . . . . 54-59
  
6. Letter Request – E.D.C./Chamber of Commerce . . . . . 60
  
7. Road Closure - (Temporary) – U.S. Highway 98 in the vicinity of Veterans' Memorial Park for the Beach Blast Sprint and Olympic Distance Triathlon and Duathlon (April 28, 2012) . . . . . 61

**DECEMBER 13, 2011**

**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 Warren J. Yeager, Jr., Vice Chairman Bill Williams, and Commissioners Carmen L. McLemore, Ward McDaniel, and Tan Smiley.

Others present were: County Attorney Jeremy Novak, Clerk Finance Officer Carla Hand, Deputy Clerk Kari Summers, Chief Administrator Don Butler, Assistant Administrator Michael Hammond, Deputy Administrator Brett Lowry, Building Official Lee Collinsworth, E9-1-1 Coordinator Ben Guthrie, Gulf County E.M.S. Director Houston Whitfield, Mosquito Control Director Mark Cothran, Preble-Rish Engineer Clay Smallwood, Public Works Director Joe Danford, Sheriff Joe Nugent, Sheriff's Office Major Bobby Plair, and T.D.C. Director Tim Kerigan.

Sheriff Nugent called the meeting to order at 6:00 p.m., E.T.

Assistant Administrator Hammond opened the meeting with prayer, and Chairman Yeager led the Pledge of Allegiance to the Flag.

**CONSENT AGENDA**

Upon motion by Commissioner McDaniel, second by Commissioner McLemore, and unanimous vote, the Board approved the Consent Agenda as follows:

- 1. Minutes – October 31, 2011 – Special Meeting
  - November 8, 2011 – Regular Meeting
  - November 22, 2011 – Regular Meeting
- 2. Approval of Checks and warrants for November, 2011 which are incorporated herein by reference, pursuant to Chapter 136.06 F.S.
- 3. Appointment – Small County Coalition (Chairman Yeager, Commissioner Williams, Chief Administrator Butler)
- 4. Bid Award #1011-33 – LAP C.E.I. Proposal – Cape Bike Path, Phase 4 (JBS Engineering \* \$45,188.48)

- 5. Change Order #1 – Alabama Avenue Road Paving (Increase \$111,540.00)  
  
Change Order #1 – Court Street Road Paving (Increase \$5,581.00)  
  
Change Order #2 – Georgia Avenue Road Paving (Increase \$39,903.75)
- 6. County Property (Approval for Potential Sale)
- 7. Fill Dirt Request – Wewahitchka High School
- 8. Inventory – South Gulf County Volunteer Fire Department (Donate to County \* 2006 Forest River Utility Trailer)
- 9. Invoices – Agency for Health Care Administration (2<sup>nd</sup> Quarter Medicaid \* \$4,076.00\* to be paid from Account #42562-81000)
  - Agency for Health Care Administration (2<sup>nd</sup> Quarter Medicaid \* \$115,521.00 \* to be paid from Account #51161-82000)
  - Bryan-Co Services, Inc. – Liberty Manor Apartments (Application No. 1 \* \$79,671.20 \* to be paid from Account #113554-34000)
  - Bryan-Co Services, Inc. – Pine Ridge Apartments (Application No. 1 Revised \* \$91,434.08 \* to be paid from Account #113554-34000)
  - Bryan-Co Services, Inc. – Pine Ridge Apartments (Application No. 2 Revised \* \$21,724.32 \* to be paid from Account #113554-34000)
  - Bryan-Co Services, Inc. – Pine Ridge Apartments (Application No. 3 \* \$3,773.60 \* to be paid from Account #113554-34000)

Invoices contd. - County Attorney Jeremy Novak – Professional Services (11/16/11-12/5/11 \* \$5,452.98 \* to be paid from Account #21314-31100)

- C.W. Roberts Contracting, Inc. – Cape San Blas Shared Use Path Phase 3 (Application No. 5 \* \$78,922.13 \* to be paid from Account #40341-53000)

- GAC Contractors – Old Bay City Road Paving Project (Invoice #26338 \* \$55,073.26 \* to be paid from Account #40741-63000)

- GAC Contractors – Iola Road Paving Project (Invoice #26350 \* \$74,388.10 \* to be paid from Account #40741-63000)

- Gulf Coast Children’s Advocacy Center (November, 2011 \* \$175.00 \* to be paid from Account #21111-31300)

- Rumberger Kirk & Caldwell – General Employment Matters (Invoice #766597 \* \$100.00 \* to be paid from Account #21111-31300)

- Rumberger Kirk & Caldwell – General Employment Matters (Invoice #766779 \* \$138.00 \* to be paid from Account #21111-31300)

- Sniffen & Spellman, P.A. – Professional Litigation Services (Invoice #7697 \* \$58.04 \* to be paid from Account #21111-31300)

10. Travel – Small County Coalition, Florida Association of Counties & National Association of Counties for 2012 (Board Members and County Personnel)

- Commissioner Williams - U.S. House of Representatives, Washington, DC (December 7, 2011)

(End)

### **SUPPLEMENTAL CONSENT AGENDA**

Upon motion by Commissioner Williams, second by Commissioner McLemore, and unanimous vote, the Board approved the Supplemental Consent Agenda as follows:

1. Change Order #6 - #11 – Bryan-Co Services, Inc. – C.D.B.G.-D.R.I. Affordable Rental Housing (Liberty Manor, Limited \* \$18,325.00 Addition)
  
2. Invoices – Bryan-Co Services, Inc. - C.D.B.G.-D.R.I. Affordable Rental Housing
  - Moss Creek Apartments (Application #2 \* \$1,229.60 \* to be paid from Account #113554-34000)
  
  - Bryan-Co Services, Inc. - C.D.B.G.-D.R.I. Affordable Rental Housing
    - Pine Ridge Apartments (Application #3 revised \* \$3,733.60 \* to be paid from Account #113554-34000)
  
  - Jordan & Associates – C.D.B.G. Grant Administration Services (Invoice #11-K15-A11 \* \$2,250.00 \* \$1,593.00 to be paid from Account #113538-31000 \* \$434.00 to be paid from Account #113535-31000 \* \$223.00 to be paid from Account #113554-31000)
  
  - Jordan & Associates – C.D.B.G. Grant Activity Delivery Services (Invoice #11-K15-D07 \* \$7,975.85 \* to be paid from Account #113554-31000)

(End)

### **PUBLIC HEARING – ORDINANCE – TRAFFIC SURCHARGE**

Pursuant to advertisement to hold a public hearing to consider adoption of an ordinance imposing a mandatory surcharge of thirty dollars (\$30.00) on each non-criminal or criminal traffic violation in Gulf County, Florida, County Attorney Novak read the proposed Ordinance by title and called for public comment. Sheriff Nugent appeared before the Board stating traffic citations are extremely expensive and suggested the \$30.00 be added to a criminal citation instead of a non-criminal citation. Commissioner McLemore motioned to adopt the ordinance imposing the \$30.00 on criminal traffic violation citations. Commissioner Williams seconded the motion for discussion. Upon inquiry by County Attorney Novak, Chairman Yeager clarified the ordinance needs to be amended by taking out the \$30.00 surcharge on non-criminal traffic citations. Commissioner McDaniel agreed. The motion then passed unanimously. County

Attorney Novak reported that he will amend the ordinance by removing the non-criminal section, stating that Sections 1-6 will remain the same.

**INVOICE – ATKINS GLOBAL – C.E.I. CAPE BIKE PATH PHASE III**

Grant Writer Kopinsky requested approval of invoice #1128571 from Atkins Global for the C.E.I. on the Cape San Blas Bike Path Phase III, in the amount of \$23,544.67. Commissioner Williams motioned to approve this request. Commissioner Smiley seconded the motion and it passed unanimously.

**INVOICE – AGENCY FOR HEALTH CARE ADMINISTRATION – LOW INCOME POOL (L.I.P.)**

Grant Writer Kopinsky requested approval of an invoice from Agency for Health Care Administration for the 2<sup>nd</sup> Quarter payment, in the amount of \$77,464.00. Commissioner McLemore motioned to approve this request. Commissioner Williams seconded the motion and it passed unanimously.

**INVOICE – C.W. ROBERTS CONTRACTING, INC. – S.C.R.A.P. GRANT**

Grant Writer Kopinsky requested approval of invoice #2 from C.W. Roberts Contracting, Inc. for the S.C.R.A.P. grant, in the amount of \$435,929.84. Commissioner Williams motioned to approve this request. Commissioner McDaniel seconded the motion and it passed unanimously.

**INVOICE – C.W. ROBERTS CONTRACTING, INC. – CAPE SAN BLAS BIKE PATH PHASE III**

Grant Writer Kopinsky requested approval of invoice #6 from C.W. Roberts Contracting, Inc. for the Cape San Blas Bike Path Phase III, in the amount of \$280,883.67, contingent upon Atkins Global certification. Commissioner Smiley motioned to approve this request. Commissioner Williams seconded the motion and it passed unanimously.

**GULF COUNTY EMERGENCY MEDICAL SERVICES – LICENSE**

Gulf County E.M.S. Director Whitfield reported he received the new license from the State, stating the County is now officially one service under the name Gulf County E.M.S.

**INVOICE – THOMPSON CAT – DOZIER REPAIRS**

Public Works Director Danford requested approval of an invoice from Thompson Tractor for the track repairs on the dozer, in the amount of \$21,700.00, noting the original estimate was \$21,460.44. Commissioner Smiley motioned to approve this request. Commissioner McLemore seconded the motion for discussion. Upon inquiry by Commissioner McLemore concerning the repairs, Public Works Director Danford

reported on the repairs and stated the Public Works Department can perform some of the work but not all of the work. Chairman Yeager noted this was previously approved as a sole source. Upon inquiry by Commissioner McLemore concerning the possibility of our master mechanics performing this type of repair work, Public Works Danford stated the County does not have adequate equipment to do it. Public Works Director Danford stated there needs to be some discussion about the County equipment. Chairman Yeager stated he is not opposed to putting a Committee together to review this. Commissioner McDaniel inquired about the frequency of this type of repair (tract press), noting it may be cheaper to outsource the repair versus purchasing the equipment. Chairman Yeager suggested Mr. Danford put together an equipment plan to present to the Board. Upon inquiry by Commissioner McDaniel, Public Works Director Danford reported the additional cost above the estimate was due to an environmental fee. The motion then passed unanimously.

#### **DEPARTMENT OF ENVIRONMENTAL PROTECTION – CITY WATER QUALITY**

Commissioner Williams discussed the ongoing concerns both in public safety and operational cost with the water system falling under the City of Port St. Joe, stating that he requested D.E.P. attend this meeting to assure the public of the testing and regulatory compliance. D.E.P. Representative John Pope appeared before the Board and reported D.E.P. is very aware of the water quality issues the City of Port St. Joe is experiencing, stating the water leaving the plant is tested and complies with the Safe Drinking Water Act and has been tested in the distribution system for bacteria; noting it is free of bacteria. He stated it has been tested for chlorine, a disinfectant that's added to the water. He reported the water does not look very good; noting there is a massive pipe replacement that will take place next year beginning in January and they expect this to resolve, for the most part, this problem. Mr. Pope expressed his hopes of turning this around completely by the City, the County, and D.E.P. working together. Shawn Hamilton, D.E.P.'s Director-Northwest District, appeared before the Board and stated that there is obviously a lot of history here and from an environmental department perspective they stand-by and are ready to support this effort to move forward. He reported that they need to move forward with a strong communication's aspect, stating that communication channels have been setup to accomplish this mission. Commissioner Williams thanked D.E.P. for attending the meeting, stating that he has been in communication with the Health Department Administrator, Marsha Lindeman, and with citizens. Assistant Administrator Hammond noted the horrible water quality at the jail and in White City, stating that it is all plastic pipes so it is not just an issue of old lines in its entirety.

**BID AWARD #1112-04 – DATA MANAGEMENT HARDWARE & SOFTWARE FOR MOSQUITO CONTROL**

Mosquito Control Director Cothran recommended awarding Bid # 1112-04 for Data Management Hardware & Software for Mosquito Control to ADAPCO (the only bidder), in the amount of \$28,150.00 to be purchased from the State Grant. Commissioner Williams motioned to approve this recommendation. Commissioner Smiley seconded the motion, and it passed unanimously. Commissioner McLemore stated that Mosquito Control Director Cothran is doing an excellent job.

**P.D.R.B. – VARIANCE REQUEST – KEITH VARGO**

County Attorney Novak reported Planner Richardson submitted a memorandum to the Commission dated December 6<sup>th</sup>, stating it was a follow up on a variance request at Cape San Blas with regards to Keith Vargo; noting this was approved contingent upon the adjacent property owners being notified. He reported after the adjacent property owners were notified there was opposition to the variance request, and since that time there has been a recommendation to the P.D.R.B. that the variance request be denied. County Attorney Novak reported that the P.D.R.B. recommends for the variance to be denied. Commissioner McDaniel motioned to approve this recommendation. Commissioner McLemore seconded the motion, and it passed unanimously.

**P.D.R.B. VACANCIES**

County Attorney Novak reported the P.D.R.B. vacancies have been discussed at the last several Board meetings, stating after discussion with the Chairman and Commissioners they are going to put an application together, place it on the website, and request Planner Richardson to place it in the next P.D.R.B. meeting notice stating that we are seeking applicants to fill the vacancies. County Attorney Novak noted copies are available for anyone in the audience and requested approval of this process. Upon inquiry by Commissioner McDaniel concerning the number of vacancies, County Attorney Novak reported there is one vacancy. Commissioner McLemore motioned to approve and proceed with this process. Commissioner Smiley seconded the motion, and it passed unanimously.

**S.H.I.P./WILLIAMSBURG LOTS/HABITAT FOR HUMANITY**

County Attorney Novak reported he met with Michael Chaney from the Florida Housing Coalition, stating they reviewed Lots 5 and 6, Block B of Williamsburg Subdivision which were funded through S.H.I.P. funds several years ago. He noted Habitat for Humanity of Gulf County approached the County several years ago to purchase the lots with S.H.I.P. funds. He recommended the County accept the property back from Habitat for Humanity in lieu of foreclosure, as recommended by the Florida Housing Coalition; noting the Deed and Seller's Affidavit have been conditionally executed and will be recorded upon

the Board's acceptance by vote. Commissioner McDaniel motioned to approve this recommendation. Commissioner Smiley seconded the motion, and it passed unanimously.

#### **BEASLEY ALLEN LAW FIRM – DEEPWATER HORIZON OIL SPILL**

County Attorney Novak reported that he, Commissioner Williams, and Commissioner Smiley met with Brantley Frye from Beasley Allen Law Firm today concerning the B.P. claim status, stating he will discuss the matter individually with each Commissioner. He reported that Ron Jones will come down on Friday to meet with him and the Commissioners to give an update on the next three months, stating the County should have a response on their claims by the 1<sup>st</sup> or 2<sup>nd</sup> week of January.

#### **CITY OF PORT ST. JOE – SEWER**

County Attorney Novak reported the Board recently discussed the \$5.00 maintenance service fee for the grinder pumps, stating he spoke with City Attorney Tom Gibson and he reported that the fee is assessed across the board to anybody that has a grinder pump within the City or County, pursuant to City Ordinance. He reported on the tax being applied to the bills, stating he will provide a copy of the bills to City Attorney Tom Gibson for review. Upon inquiry by Commissioner Williams concerning the citizens of North Port St. Joe being charged for grinder pumps, Commissioner Smiley stated there are several citizens that have the grinder pumps in his area.

#### **AGENT OF RECORD – PROFESSIONAL SERVICES AGREEMENT**

County Attorney Novak reported he received an Agent of Record Professional Services Agreement or Proposal from the County Agent of Record Todd Torgenson, and recommended to structure the agreement for professional services on a yearly contract through August of each year. Commissioner McLemore motioned to approve this recommendation. Commissioner Smiley seconded the motion, and it passed unanimously.

#### **DONATION – RIPARIAN COUNTY STAKEHOLDER COALITION- APALACHICOLA-CHATTAHOCHEE-FLINT BASIN STAKEHOLDERS**

Chief Administrator Butler reported David McClain of Apalachicola-Chattahoochee-Flint (ACF) Basin Stakeholders came before the Board during the budget session and requested \$5,000.00 from the Board, stating the Board agreed to place \$5,000.00 in the budget, but during the process they did not put the money in the budget. Mr. Butler recommended the Board allow him to find \$5,000.00 in the budget and pay the Riparian County Stakeholder Coalition Coordination. Commissioner Williams discussed and motioned for Chief Administrator Butler to find the \$5,000.00 in the budget and pay the Riparian County Stakeholder Coalition. Commissioner McLemore seconded the motion

for discussion. Commissioner McLemore noted he has not seen any results but agreed the Board needs to continue to support them. Chairman Yeager stated we need to make sure the other Counties are participating, and it needs to be reviewed annually. The motion then passed unanimously.

### **HEALTH SAVING ACCOUNT CONTRIBUTIONS**

Chief Administrator Butler recommended the Board pay upfront the contributions to the employee H.S.A. accounts on a quarterly basis starting in January, going through September. Commissioner McLemore motioned to approve this recommendation. Commissioner Smiley seconded the motion, and it passed unanimously.

### **BID AWARD #1112-03 – COUNTY PROBATION SERVICES AND LEASE**

Chief Administrator Butler recommended awarding R.F.P./Bid #1112-03 for County Probation Services to Florida Probation Services, stating only one proposal was received. Commissioner McLemore motioned to approve this recommendation. Commissioner Smiley seconded the motion for discussion. Chief Administrator Butler discussed that Florida Probation Services would like to increase the Probation rate to \$50.00 and the motion was amended to allow Chief Administrator Butler to negotiate with Florida Probation Services on the rates. Chief Administrator Butler further reported FPS would also like to negotiate their rent (lease) at the Sheriff's Sub-Station in Wewahitchka at the same rate (\$600.00 per month), and the Board agreed to allow Chief Administrator Butler to negotiate this also. The motion then passed unanimously.

### **SUPPLEMENTAL AGENDA/T.D.C. INVOICES**

Chief Administrator Butler recommended approval of the T.D.C. invoices and future projects (Dixson & Sons-New Years Eve Shuttle Service, City of Wewahitchka – Fourth of July Fireworks, and Go Plastics-Visitor Distribution racks) as recommended by the Tourist Development Council (item #2, pages 11-12 of the Supplemental Agenda). Chief Administrator Butler stated he reviewed each one, noting there is a recommendation from T.D.C. and documentation to back these up. Upon inquiry by Commissioner McLemore, Chief Administrator Butler stated he signed off on all but three invoices but will sign off on those when the additional documentation is provided. Commissioner McLemore motioned to approve his recommendation. Commissioner McDaniel seconded the motion, and it passed unanimously, as follows:

Kerigan Marketing Associates Invoices:

- #6070: TV spots – Commercial - \$10,107.00
- #6085: PanamaCity.com Banner Ad/POJO - \$942.00
- #6092: Domain Registrations – 5 year - \$250.00
- #6097: Comcast TV spots - \$2,620.00

#6098: Tallahassee Magazine Ad - \$1,059.00  
 #6094: WFTV Internet Ad/POJO - \$1,550.00  
 #6102: Coastal Angler/Birmingham Email Blast - \$4,892.00  
 #6129: VisitFlorida.com Banner Ads - \$3,559.00  
 #6084: Dothan Magazine ½ page Ad - \$815.00  
 #6087: VisitFlorida eNewsletter - \$1,170.00  
 #6054: Forgotten Coast E-Blast - \$250.00  
 #6073: Nashville Magazine ½ Ad - \$747.50  
 #6081: Radio spots – WILN/WOCY/WOYS - \$2,002.00  
 #6083: Griffin Outdoor Billboards (August & September) - \$1,412.00 (subject to additional required documentation)  
 #6096: Griffin Outdoor Billboards (October) - \$706.00 (subject to additional required documentation)  
 #6101: Griffin Outdoor Billboard (November) - \$706.00, and Lamar (October and November) - \$1070.00 (both subject to additional required documentation)

**Grants:**

Employees Club of Wewa: Florida Catfish Classic Tournament - \$2,980.39  
 Dyslexia Research: Autumn Golf Scramble - \$1,678.00  
 St. Joseph Bay Humane Society: Bow Wow Bash - \$2,200.00  
 Friends of St. Joseph Bay: Bay Day Shrimp Boil - \$1,600.35

**Sponsorships:**

WickerBills: Saltwater Slam Event - \$1,500.00

**Invoices Over \$5,000.00:**

#1520: MRD Associates, Inc. – St. Joseph Peninsula Monitoring Services - \$114,793.00

**Other Proposed/Just Approved:**

Dixon & Sons: Shuttle service for New Years Eve Event - \$2,060.25  
 City of Wewahitchka: Fourth of July Fireworks - \$5,000.00  
 Go Plastics: Visitor Distribution Racks - \$2,461.07

**BP-Other Invoices:**

Patrick Ferrell: Dumpster for POJO Music Festival - \$499.50

**HOWARD CREEK FIRE DEPARTMENT**

Chief Administrator Butler reported he received a request from Fire Chief Billy Ray Moore of the Howard Creek Fire Department to replace a fire truck from the Division of

Forestry with another Division of Forestry truck, with no cost to the County. Mr. Butler noted the Board would insure the replacement truck and remove the one that is being returned to the State. Commissioner McLemore motioned to approve this request. Commissioner Williams seconded the motion, and it passed unanimously.

### **COUNTY EMPLOYEES – CHRISTMAS LUNCHEON/APPRECIATION DINNER**

Chief Administrator Butler requested permission for County employees to have a Christmas Luncheon at the Public Works building on December 21<sup>st</sup> at 12:00 p.m.; noting this to be an employee appreciation dinner. Commissioner McLemore motioned to approve this request. Commissioner Smiley seconded the motion, and it passed unanimously.

### **BURNED/DAMAGED/CONDEMNED HOUSES**

Chief Administrator Butler reported on four (4) houses remaining to be removed due to health and safety issues, stating they have been condemned by the City of Port St. Joe, and requested permission to assist the City of Port St. Joe with this project (requiring less than one day's work). Commissioner Williams motioned to approve this request. Commissioner McLemore seconded the motion for discussion. Upon inquiry by Commissioner McLemore concerning who owns the property and the number of homes, Commissioner Smiley confirmed they are not owned by Realtors and there are only four (4) homes remaining. Chairman Yeager discussed the need to draft a policy to include a dollar amount, noting for the tax payers benefit, there needs to be a lien placed on the property in an effort to recover some of the costs. Commissioner McDaniel discussed property in North Gulf County and the review of a lien process. Chairman Yeager requested permission for County Attorney Novak to draft a policy to cover the costs on these projects. The motion then passed unanimously.

### **COUNTY VEHICLES USE– INTERNAL REVENUE REQUIREMENTS**

Chief Administrator Butler discussed the requirements of the Internal Revenue to compensate for the use of County vehicles, stating the Board previously approved for County employees that worked at the old road department be allowed to ride to work in the County van until the new facility at Howard Creek was completed. He noted this is now an issue due to the Internal Revenue rules; stating someone has to pay taxes on the value of that ride. Chief Administrator Butler requested permission to work with County Attorney Novak and the Internal Revenue concerning this issue. Commissioner McLemore motioned to continue the use of providing the van, if it can be worked out, and approve Mr. Butler's request to work with County Attorney Novak and the I.R.S. on this issue. Commissioner Smiley seconded the motion, and it passed unanimously.

### **COMMISSIONER WILLIAMS – DEEPWATER HORIZON OIL SPILL – WASHINGTON**

Chief Administrator Butler reported over the past six months Commissioner Williams has traveled to Washington in front of the House Subcommittee to talk on Gulf County and the Gulf Coast's behalf in reference to the B.P. oil spill and presented the testimony he presented to the House subcommittee. Chairman Yeager commended Commissioner Williams and noted the short and long term benefit of having a presence there. The video of Commissioner Williams testifying in Washington was presented and viewed. Commissioner Williams discussed the possible fines against B.P. and some Congressional members wanting these dollars to be placed in General Trust Fund to go against the debt. He encouraged the citizens to talk to their Congressional body in support of the passage of this bill that will keep the dollars out of the General Trust Fund.

### **ALLEYWAY ABANDONMENT – BEN AND KATHY HARRELL**

Commissioner Williams discussed there needs to be a process for alleyway abandonment and motioned to start the process of the alleyway abandonment for Ben and Kathy Harrell (alleyway between Starfish and Tulip Avenues in Beacon Hill Subdivision-pages 89-99 of Agenda). Commissioner McLemore seconded the motion, and it passed unanimously.

### **S.H.I.P. – SUBORDINATION AGREEMENT - KEITH NIXON**

County Attorney Novak discussed an application he received for a subordination agreement for Keith Nixon at 706 Long Avenue Port St. Joe. Mr. Novak noted the policy adopted in 2009 for subordination agreements. He also noted the Board giving himself and Chief Administrator Butler the authority to handle short sale agreements on S.H.I.P. loan properties. Having met the subordination policy requirements, County Attorney Novak recommended approval of the subordination agreement for Keith Nixon. County Attorney Novak also requested the Board give himself and Chief Administrator Butler the authority to handle all future subordination applications and agreements. Commissioner Smiley motioned to approve both recommendations from the County Attorney. Commissioner McDaniel seconded the motion, and it passed unanimously.

### **TOURIST DEVELOPMENT COUNCIL**

T.D.C. Director Kerigan asked for clarity on payment of expenditures for normal operations of the T.D.C., and options for paying items that may come up in the interim. County Attorney Novak reported the motion from the October 31, 2011 meeting read that all T.D.C. invoices related to B.P., sponsorships of events, or grant related payments are presented before this Board in the Consent Agenda for approval. He reported in subsequent meetings the Commission requested the invoices to be submitted to Administration to make sure they were all documented and properly

invoiced. County Attorney Novak discussed the ongoing audit of the T.D.C., noting there should be policy recommendations coming before this Board by the end of December or early January 2012. County Attorney Novak stated T.D.C. Director Kerigan brought up a valid point, such as timing of marketing ads, etc. T.D.C. Director Kerigan explained that opportunities may come up between Board meetings that may be lost if he has to wait until the next available Board meeting for approval and asked for direction on how he should handle these matters. Commissioner McLemore suggested Chief Administrator Butler and County Attorney Novak make the decision on these type issues. Commissioner Williams expressed his concern that the County is paying \$5,000.00 for a forensic review of the T.D.C., stating part of what caused the problem was the need for expediting everything; noting that nothing the T.D.C. does is critical. Commissioner Williams stated the Board fixed this by making the T.D.C. meetings coincide with the Board's regular meetings and recommended to leave the process as it is until the forensic audit is complete. Commissioner McLemore responded he was only referring to emergency situations. Chairman Yeager reiterated that a policy was in place and should be followed, but directed T.D.C. Director Kerigan to bring any emergency matters to the Attorney or Chief Administrator's attention and a special meeting can be called if necessary. Commissioner McDaniel explained that normal operating expenses (electric bill, telephone, etc.) can be paid without Board approval.

#### **USE OF COUNTY VEHICLES**

Billy Moore, Chief of Howard Creek Fire Department appeared before the Board and discussed a memorandum in the Information Packet (page 1) concerning the use of County vehicles. Upon inquiry by Chairman Yeager, Chief Moore stated he objects to the policy. He reported he is a volunteer for this County and drives the fire department's van to work to be able to respond to emergencies in the Howard Creek area. At Chairman Yeager's request, Chief Administrator Butler read the memorandum concerning use of County vehicles, stating he received several complaints concerning employee use of County vehicles and confirmed there has been some abuse. Mr. Butler discussed concerns South Gulf County Fire Department had with a portion of the memo regarding First Responders. Chairman Yeager stated he supports First Responders, but issues of abuse had to be addressed. Chief Administrator Butler reported there is ongoing conversation with the Clerk's Office concerning the I.R.S. rules on use of County vehicles, stating when someone drives a county vehicle to and from home to work, the I.R.S. requires taxes be paid on the value of driving that vehicle. Commissioner McDaniel discussed trying to get all the fire departments under one umbrella, noting the need to have an accurate list of active volunteers. Chairman Yeager talked about coordination of the fire departments, equipment, properly insured volunteers; noting his desire to hire a Fire Coordinator. Upon inquiry by Commissioner McLemore concerning the response time from the Howard Creek Correction Facility,

Fire Chief Moore acknowledged he only has one family vehicle and uses the county vehicle to get to and from work. At the Commission's direction this was not allowed, Fire Chief Moore stated he would discontinue this practice.

### **SUPERVISOR OF ELECTIONS – VOTING PRECINCTS**

Chairman Yeager brought up the issue for Supervisor of Elections concerning the Overstreet voting precinct, and requested Commissioner Williams and Commissioner McDaniel check with the Supervisor of Elections concerning this issue. Commissioner Williams reported he spoke with Mrs. Griffin noting her concern is the deadline due to the Presidential Primary. Commissioner Williams motioned to keep the voting precincts as they currently area until after the Presidential Primary due to the fact that the State has not yet approved the new Re-Districting boundaries. Commissioner McDaniel seconded the motion. Commissioner Smiley discussed the Supervisor of Elections need for a doorway to separate the early voters from the general public. Chairman Yeager stated he had also discussed this matter with Supervisor of Elections Griffin; noting the Board will continue to look into the matter. The motion then passed unanimously.

### **2011 CHAIRMAN**

Commissioner Williams presented a plaque to Chairman Yeager in appreciation of the 2011 Chairmanship, commending him for his leadership of this Board.

### **BEARS**

Commissioner Williams reported he received several complaints from citizens on bears in the residential areas, stating he spoke with Fish & Wildlife concerning this issue and they are going to put out a public service announcement concerning this.

### **CITY OF PORT ST. JOE – WATER QUALITY**

Commissioner Williams discussed the issues of water quality and cost issues of the City of Port St. Joe's system. Commissioner Williams, noting the great resource on the north end of the County, requested Commissioner McLemore to work with City Manager Don Minchew from the City of Wewahitchka for some guidance.

### **STATE WORKFORCE BOARD**

Commissioner Williams discussed his appointment to the Workforce Florida Board and the proposed legislation that may move the control of local workforce boards to the State level. Commissioner Williams requested permission to work with County Attorney Novak in adopting a proposed resolution supporting the local workforce boards. The Board voiced no objection.

**APPOINTMENT – MOSQUITO CONTROL**

Chairman Yeager reported that Mark Cothran has been appointed as the Northwest Florida Regional Representative to the Florida Mosquito Control Association Executive Board of Directors.

**JOINT COUNTY / CITY MEETING**

Chairman Yeager requested Chief Administrator Butler work with the City of Port St. Joe in scheduling the joint County / City meeting.

**BEARS**

Sheriff Nugent requested everyone to call the Sheriff's Office if there is a problem with bears so the complaints can be documented.

There being no further business, and upon motion by Commissioner Williams, the meeting did then adjourn at 7:36 p.m., E.T.

**WARREN J. YEAGER, JR.  
CHAIRMAN**

**ATTEST:  
REBECCA L. NORRIS  
CLERK**

**JANUARY 5, 2012**

**PORT ST. JOE, FLORIDA**

**SPECIAL MEETING**

The Gulf County Board of County Commissioners met this date in a special meeting with the following members present: Chairman Warren J. Yeager, Jr., Vice Chairman Bill Williams, and Commissioners Ward McDaniel, and Tan Smiley. <Commissioner Carmen L. McLemore was absent.>

Others present were: County Attorney Jeremy Novak, Clerk Finance Officer Carla Hand, Deputy Clerk Kari Summers, Chief Administrator Don Butler, Assistant Administrator Michael Hammond, Deputy Administrator Brett Lowry, Building Official Lee Collinsworth, E.D.C./Chamber Director Barry Sellers, Emergency Management Director Marshall Nelson, E9-1-1 Coordinator Ben Guthrie, Mosquito Control Director Mark Cothran, Planner David Richardson, Public Works Director Joe Danford, Sheriff Joe Nugent, and T.D.C. Director Tim Kerigan.

Chairman Yeager called the meeting to order at 5:00 p.m., E.T.

**LEGISLATIVE DELEGATION REVIEW**

Chairman Yeager reminded everyone that Senator Bill Montford and Representative Jimmy Patronis will be here at 5:30 p.m., E.T. to answer questions.

**FISCAL YEAR BUDGET FORECAST DISCUSSION**

Commissioner Williams discussed the budget forecast, stating he would like to keep the budget committee in place and get the Boards thoughts so direction could be given to the Committee. Chairman Yeager stated the budget committee and staff worked well in the past and agreed to keep the committee in place. Commissioner Williams noted the need to be look at efficiency and affective business models; suggesting centralizing purchasing and focusing on internal controls. Chief Administrator Butler stated he agrees with centralizing purchasing. Commissioner Williams noted Walton County's purchasing system. Chairman Yeager agreed with the idea of a purchasing agent and internal controls. Commissioner McDaniel stated this will give some accountability and will eliminate some of the problems experienced; agreeing centralized purchasing will pay for itself. Commissioner Williams discussed Board members serving as liaison to different committees and departments, requesting each Board member get with Chief Administrator Butler on areas they would like to serve. Commissioner Williams requested Chairman Yeager remain the Board Liaison on the T.D.C. Board. He

discussed issues dealing with personnel, fleet management, and equipment; requesting fleet management be added as a priority. Assistant Administrator Hammond reported the budget is approximately 40% less than what it was five years ago and this has been done through a myriad of different things and discussed areas the Board needs to address in the future. Discussion continued.

Planner Richardson requested a Special Meeting for Tuesday, January 10<sup>th</sup> at 5:30 p.m., E.T. to discuss the Five (5) Year Capital Improvement Schedule. Chairman Yeager scheduled a special meeting for Tuesday, January 10<sup>th</sup> at 5:30 p.m., E.T.

There being no further business, and upon motion by Commissioner Williams, the meeting did then adjourn at 5:19 p.m., E.T.

**WARREN J. YEAGER, JR.**  
**CHAIRMAN**

**ATTEST:**  
**REBECCA L. NORRIS**  
**CLERK**

**JANUARY 10, 2012**

**PORT ST. JOE, FLORIDA**

**SPECIAL MEETING**

The Gulf County Board of County Commissioners met this date in a special meeting with the following members present: Chairman Warren J. Yeager, Jr., Vice Chairman Bill Williams, and Commissioners Carmen L. McLemore, Ward McDaniel, and Tan Smiley.

Others present were: County Attorney Jeremy Novak, Clerk Rebecca L. Norris, Deputy Clerk Kari Summers, Chief Administrator Don Butler, Deputy Administrator Lynn Lanier, Building Official Lee Collinsworth, Mosquito Control Director Mark Cothran, Planner David Richardson, Public Works Director Joe Danford, Sheriff Joe Nugent, and T.D.C. Director Tim Kerigan.

Chairman Yeager called the meeting to order at 5:30 p.m., E.T.

#### **FIVE (5) YEAR CAPITAL IMPROVEMENT SCHEDULE**

Planner Richardson reported on changes in the 2011 growth management laws, noting the Department of Community Affairs is no longer an independent department but is now merged with the Department of Economic Opportunity. He reported Capital Improvements Schedules are no longer considered amendments to the Comprehensive Plan requiring State review, but can now be adopted through ordinance. Of importance, Planner Richardson reported that the financial feasibility aspect was deleted thereby eliminating the requirement to have the C.I.S. adopted by December 1<sup>st</sup>, and removing sanctions for such failure. He advised the Board there are no limits to changes as long as they are adopted by ordinance. Water, sewer, drainage, and solid waste are still a State-wide mandate that must be addressed, advised Planner Richardson. He pointed out that transportation, recreation open space, and schools are optional but an amendment is required to remove them from the concurrency issue currently in place, stating it is staff recommendation to leave these elements in at this time. Planner Richardson discussed the Capital Improvement Schedule presented to the Board, noting it is expected that years one (1) through three (3) be funded, and years four (4) and five (5) be funded or planned. He noted for the Boards information that an improvement under the funding years can be moved to a planned year by ordinance only. Planner Richardson advised the Board of a new requirement to rank projects, noting he ranked them by high, low, and medium but welcomed suggestions or changes from the Board for systems of ranking. Planner Richardson noted the water and sewer

elements fall under other agencies, requiring the County to only reference and support them. He brought to the Boards attention the required drainage element on page 2, briefly discussing Doc Whitfield road and Americus Avenue ditch as the two (2) projects. Planner Richardson addressed the solid waste, expressing this to be a very serious concurrency issue. He discussed the landfill projects, escrow obligations, permitting, and future landfill capacity issues. Under the recreation open space category, Planner Richardson stated the Beacon Hill/Veteran's Memorial Park, and Saul's Creek Boat ramp is being moved to year five (5) due to funding. He noted there are no issues with school concurrency but requires the Board to reference and support the schools. Planner Richardson referenced transportation on page four (4), stating he would need to get with Grant Writer Kopinsky to verify the accuracy, asking the Board to let him know of any desired changes to the roads on the schedule. He addressed page six (6), noting it to be for enhancements and multi-agency projects. On page one (1) of the Bond and Escrow summary, Planner Richardson called the Board's attention to page one (1), Bond and Escrow summary, noting some relief to tax payers in the 2012-2013 fiscal year due to the retirement of one of those bonds. Commissioner Williams noted the critical nature of the C.I.S. and all the hard work that goes into it. Commissioner Williams discussed the landfill scenario and the strategies of the life cycles with the different things implemented, stating the biggest issue is the permitting of the landfill. Planner Richardson then went over the concurrency schedule as presented to the Board, highlighting trends and statistics relative to solid waste and landfills, recreation, transportation, population, water and sewer capacities, and schools. Commissioner McLemore stated the biggest issue facing the County is the landfill, noting the County may need to look at the eighty (80) acres the County purchased on the north end. Upon inquiry by Commissioner Williams, Public Works Director Danford stated it takes three (3) to eight (8) years to permit a landfill. Upon inquiry by Commissioner McLemore, Public Works Director Danford stated the ground water is too close to the surface and it is doubtful the 80-acre site could be permitted under the current regulations. Upon inquiry by Chairman Yeager, Planner Richardson reported the 1<sup>st</sup> public hearing is tonight during the regular board meeting and the 2<sup>nd</sup> public hearing and adoption will be at the January 24<sup>th</sup> regular board meeting.

There being no further business, and upon motion by Commissioner Williams, the meeting did then adjourn at 5:53 p.m., E.T.

**WARREN J. YEAGER, JR.**  
**CHAIRMAN**

**ATTEST:**  
**REBECCA L. NORRIS**  
**CLERK**

**PROFESSIONAL HEALTH INSURANCE  
AGENT OF RECORD SERVICES AGREEMENT**

This **AGREEMENT** is made on this 24<sup>th</sup> day of January, 2012, by and between Combined Insurance Services, Inc. and its representative Todd Torgersen the professional providing the Agent of Record Health Insurance services and hereinafter referred to as the "Agent" whose business address is 2704 North 12<sup>th</sup> Avenue, Pensacola, Florida 32503,

and Gulf County, a political subdivision of the State of Florida by and through the Board of County Commissioners, located at 1000 Cecil G. Costin Sr. Blvd., Port St. Joe, Florida, hereinafter referred to as the "County",

**WHEREAS**, the County operates its County government and provides its employees various health insurance products;

**WHEREAS**, the County is desirous of securing and continuing the professional Agent of Record services of Todd Torgersen and his firm Combined Insurance Services, Inc. hereinafter described and retaining this individual possessing the requisite knowledge, experience and licensure required of such insurance and consulting services; and

**NOW THEREFORE**, in consideration of the mutual promises, obligations and undertakings hereinafter set forth by and between the Agent and the County, the parties hereto agree as follows:

**SECTION I. RETENTION AND SCOPE OF SERVICES.**

The Agent named herein is a person who is licensed to serve in the professional capacity as Agent of Record set forth, whose business and profession is regulated by law and licensed by the State of Florida, and the performance of the proposed services requires knowledge of an advanced type in the field of insurance, requiring learning acquired by a prolonged formal course of specialized instruction and experience in the insurance industry. The Agent is:

**Todd Torgersen with Combined Insurance Services, Inc.**

The County hereby retains the Agent to provide professional Agent of Record services to and within the Gulf County Board of County Commissioners, its governmental staff and employees in liason with the Chief County Administrator's office and staff and perform other related services typically performed by licensed Agent of Records in the said field to the best of his ability and in accordance with accepted insurance, and including;

**SECTION II. FEES AND COMPENSATION**

Agent shall receive directly from County a monthly Agent of Record fee of \$1,600, sixteen hundred dollars per month. This fee has been confirmed by the Agent as the sole and exclusive compensation to him and his firm for the total of Agent

**BCC APPROVED**

DATE \_\_\_\_\_ D.C. \_\_\_\_\_

CONSENT **21**  
DATE 1-24-12 CC

services and consulting performed on behalf of the County and those applicable constitutional officers within the County for health insurance and agent of record services.

### **SECTION III. DURATION OF REPRESENTATIVE SERVICES**

This agreement shall have a term of one (1) year commencing from October 1, 2011 or date of adoption by the County whichever is the earlier event. The County retains the exclusive right and ability to renew this agreement for a like term following annual comment, evaluation and recommendation of the County administrative staff and health insurance committee and thereafter authorizing vote of the Gulf County Board of County Commissioners prior to the expiration of the annual term. The Agent shall first request such renewal of Agent of Record appointment and affirmation in writing to the County at least one hundred and twenty (120) days prior to the expiration of the annual agreement term. Thereafter, the County may elect to renew the services agreement. This agreement and provisions set forth by this Section shall not exceed (3) renewable terms following the conclusion of the initial annual term without County review, process, proper County policy and procedure. The terms of this agreement and the Agent of Record services may be terminated at any time by the County with or without cause by providing the Agent of Record sixty (60) days written notice.

### **SECTION IV. AGENT OF RECORD PROFESSIONAL SERVICES**

to be provided:

1. Representation to insurance companies as an advocate for employer and employees
2. Conduct market reviews as decided by the board to explore alternatives and negotiate with insurance companies
3. Make recommendations for products and benefit arrangements
4. Monitor and evaluate claims experience for the health insurance plan
5. Maintain internal company relationships critical to the success of the employee benefits program
6. Work on a proactive basis to enhance employee benefit programs and problem solve for evolving issues
7. Keep management abreast of issues with potential to impact the health benefit program
8. Develop communication tools for employees related to employee benefits.

### **SECTION V. LICENSURE AND COVERAGE.**

The Agent shall maintain his license in good standing and satisfy all required continuing insurance education required for his certification and the Florida Insurance Commission. Failure to do so or upon suspension or revocation of his license, the County may terminate this contract upon thirty (30) days written notice.

### **SECTION VI. CONFIDENTIALITY.**

The Agent agrees to treat and maintain as confidential, and not to disclose to any third party or to use for his/her own benefit, reproduce or have reproduced, any

information, work product or other such document or records obtained, learned or produced as a result of the health insurance services rendered under this Agreement (except to the extent required by law and or as may be released in fulfillment of a properly executed HIPPA release) without the prior written consent of the County which consent shall not be unreasonably withheld if required for a valid, lawful and useful purpose as determined in the sole discretion of the County.

Agent shall protect the privacy of its client including safeguarding confidential and/or proprietary information. The Agent's employees are fully trained and are aware that whether you read, see or hear things about the client and County account, it is private and confidential.

The Agent protects any information – verbal, written, computer, electronic or pictorial. Employee and consultants may need access to confidential information to perform their assigned duties. However, maintaining confidentiality is a required duty of every employee, Agent or consultant, and all others with access to information.

The Agent and County shall at all times use their best efforts to protect the confidentiality of the other parties proprietary software and information and will not copy or distribute this information to anyone without the express written permission of the other party.

#### **SECTION VII. PROPERTY AND RECORDS.**

The County, from time to time, may make available to the Agent, various information, records, documents or other material for utilization by the Agent in providing the services to the County, its employees, however, the County shall retain all of its right, title, and interest in and to any of the said material information and medical records.

#### **SECTION VIII. TITLE TO WORK PRODUCT PRODUCED BY AGENT.**

The Agent agrees, as a material element of this Agreement, that the possession, ownership and title to and all rights and other legal interest(s) in all records, correspondence, memoranda, records or physical property or other subject matter prepared, procured or produced in the providing of the professional services hereunder shall vest exclusively and remain with the County, exclusive of those items which may result in the violation of an ethical standard imposed upon the insurance professional by the Florida Insurance Commission. If the Agent requires a copy of documents which can be legally released, the County shall provide such copies to the Agent.

#### **SECTION IX. PROFESSIONAL LIABILITY INSURANCE.**

The Agent shall pay all lawful costs and charges which the Agent incurs in performance of the professional services under this Agreement, and including but not limited to salaries and wages of any Agent, servant, or employee of the Agent. The Agent shall procure and maintain during the term of the Agreement, such employer insurance coverages for his employees, servants or Agents as required by law and including but not limited to workman's compensation, employer's liability, disability and unemployment insurance coverages.

During the term of this agreement the Agent shall maintain in full force and effect, professional liability insurance on himself, and all other professional, semi-professional and insurable staff in his office and employment, in the minimum amount of \$500,000.00 per occurrence.

#### **SECTION IX. INDEMNIFICATION AND LIMITED LIABILITY**

The Agent hereby agrees to hold harmless, indemnify and defend the County, its employees and Agents, against any and all claims for damages allegedly arising from or related to the Agent's, or his employees' or Agents' conduct or negligence. The County hereby agrees, within the limits of section 768.28, Florida Statutes (Sovereign Immunity Statute), to hold harmless, indemnify, and defend the Agent, his employees and Agents, against any and all claims for damages allegedly arising from or related to the County's, or its employees' or Agents' conduct or negligence.

The Agent shall take due diligence at all times to act within the scope of its professional insurance standards and best practices and other applicable industry guidelines, laws and regulations. Furthermore, the Agent shall secure any and all proper instruction, authorization and approval of both the Gulf County Board of Commissioners as well as the Gulf County Health Insurance subcommittee for procedures and requirements with County policy and spending authority and approval.

In connection with this Agreement, Agent has warranted and represented that it has specialized knowledge and experience relating to the Agent of Record services for Gulf County.

#### **SECTION X. GENERAL PROVISIONS.**

a. This agreement represents the complete agreement of the parties. This agreement supersedes all contracts, arrangements, discussions, commitments and offers of any kind or nature, oral or written, made by the parties at any time prior to the date of this agreement.

b. If any provision of this Agreement is held invalid or unenforceable by any Court of competent jurisdiction, all other provisions shall, nonetheless, continue in full force and effect. Any specific right or remedy set forth in this agreement legal or equitable, shall not be exclusive but shall be cumulative to all other rights and remedies allowable by this agreement or by law.

c. This agreement may not be modified, altered or amended, and no rights under this agreement may be waived, except by a written amendment signed by the current parties.

d. The failure of any party to insist upon strict performance of any provision of this Agreement shall be deemed a waiver of any subsequent breach or default of any provision contained in the Agreement. This Agreement may not be assigned or transferred by the Agent without the prior written consent of the County.

e. The Agent under this Agreement is an independent contractor, and under

no circumstance shall the Agent, his employees, Agents or subcontractors be deemed, construed or considered employees of the County.

f. Consultant shall acknowledge and adhere to the attached Affirmation Action statement. (see attached Exhibit "A").

g. Consultant shall acknowledge and adhere to the attached ADA guidelines. (see attached Exhibit "B").

**SECTION XI. GOVERNING LAW.**

This Agreement has been drawn in Florida between the Agent licensed in the respective profession in the State of Florida and a public entity of the State of Florida and shall be governed by and construed under the laws of the State of Florida.

**IN WITNESS WHEREOF**, the parties have hereunto executed this Agreement as of the day and year first above written.

AGENT OF RECORD

WITNESS

**Todd Torgersen, authorized signator for  
Combined Insurance Services, Inc.**

\_\_\_\_\_

\_\_\_\_\_

Signature

**ATTEST:**

**COUNTY**  
Gulf County Board of County Commissioners

\_\_\_\_\_  
Becky Norris,  
Gulf County Clerk of Court

\_\_\_\_\_  
By: William C. Williams, III, Chairman

\_\_\_\_\_  
Don Butler, County Administrator

**FROM THE HEART MUSIC HOUR**  
**55 Rose Street**  
**P.O. Box 399**  
**Sopchoppy, Florida 32358**

**Sound Service Contract / Agreement**

**This Agreement**, made this 24<sup>th</sup> Day of January, 2012, by and between **From the Heart Music Hour**, a Florida business that provides sound production services, and whose address is 55 Rose Street, Sopchoppy, Florida 32358, and hereinafter referred to as "Contractor" and **GULF COUNTY Tourist Development Council with signing authority from the Gulf County Board of County Commissioners**, with its principle place of business located at 150 Captain Fred's Place, Port St. Joe, in the State of Florida hereinafter referred to as "Customer."

**WITNESSETH**

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

**I. SOUND PRODUCTION SERVICES:** Contractor agrees to furnish to Customer the sound production services for the scheduled Billie Dean/From the Heart Music Hour program (hereinafter "SHOW") pursuant to the presentation of special event approved by the Gulf County Tourist Development Council and authorized by the Gulf County Board of County Commissioners at its regular meeting dated this January 24<sup>th</sup>, 2012. The show will be given on the weekend of April 6, 7<sup>th</sup> and 8<sup>th</sup> throughout several venues within Gulf County as directed and authorized by the Gulf County Tourist Development representatives. Contractor shall determine that weather conditions prohibit Contractor from proceedings with the Shows; in which case, Contractor agrees to present the Show on a mutually agreed future date established and confirmed in writing between the parties as an addendum to this contract. In the event that weather conditions as determined by Contractor do not allow the Show to proceed on this scheduled date, Customer shall remit the actual additional expenses Contractor may incur in presenting the show on subsequent occasion; in no event shall these additional expenses be exceed 10% of the original contract price. In the event the additional expenses are proposed to exceed 10% of original contract amount the parties mutually agree to permit the termination of the contract with the refund of any and all deposit to the Customer minus an agreed upon administrative and set up fee of 20% of the original contract price to be paid or retained by the Contractor.

**II. CANCELLATION:** Should Customer elect to cancel the Show for any reason, Customer must provide Contractor with a thirty (30) days' written notice by certified mail, return receipt, to Contractor 's address as set forth above. Customer agrees that Contractor shall incur substantial expense in preparation for the Show and, accordingly, agrees to pay Contractor thirty percent (30%) of the total contracts price for the show as liquidated damages for cancellation of the Show and if the Customer does not provide Contractor with notice as set forth herein, Customer shall pay Contractor the entire contract price for the Show as liquidated damages.

**III. SECURED AREA:** Customer agrees to furnish sufficient space for Contractor to properly conduct the Show as determined by the entertainment/artists and Contractor. Contractor agrees to provide under the direction and supervision of the Customer adequate supervision to preclude persons unauthorized by Contractor from entering the secured area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employees of Contractor or persons specifically designated in writing by the sponsor, and submitted and approved, to Contractor prior to the event. Cleanup of event debris,

**BCC APPROVED**  
DATE \_\_\_\_\_ D.C. \_\_\_\_\_

CONSENT  
DATE 1-24-12 **26**

sound production debris and staging material and policing of secured areas for sound production are the responsibility of Contractor following the conclusion of the event. Contractor shall be responsible for the safe and compliant removal of any and all of its equipment and personal equipment for the show's production.

**IV. INDEMNIFICATION AND HOLD HARMLESS:** Contractor agrees to hold Customer harmless from any damages caused to Contractor which result as a consequence of unauthorized persons entering the secured areas. Contractor agrees to hold Customer harmless from any and all damages and liability caused by Contractor and its negligence with regard to its professional performance and sound production services for the show. Further, Contractor agrees to indemnify and hold harmless the Customer and its elected officials, employees and appointees from any loss, claim, liability, penalty, fine forfeiture, demand, causes of action, suit and costs and expenses incidental thereto (including cost of defense, settlement and reasonable attorney's fees) resulting from a breach by Contractor of any of the agreement, representations, or warranties of Contractor contained in this Contract, or caused by or resulting from any negligent, willful or otherwise tortious act or omission of Contractor, its agents or employees, in connection with Contractor's provision of services and obligations contemplated by this Contract. The indemnity obligation of Contractor under this section shall survive the expiration or termination of this contract, subject to any applicable statute of limitation.

By entering into this Contract, the Customer does not waive any immunities, protections or privileges they have under Florida law including but not limited to the sovereign immunity protections afforded to Gulf County.

**V. AMENDMENT & ASSIGNMENT:** This agreement is deemed personal and confidential to Customer, his heirs, executors and administrators only, and may not be sold, assigned, amended, or transferred without the prior written consent of the Customer.

**VI. COMPLIANCE WITH THE LAWS AND REGULATIONS:** Promptly upon the execution of this Agreement, Contractor shall apply for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. Contractor agrees to indemnify and hold harmless Customer from against all claims, suits, causes of action, demands, penalties, losses or damages which may arise or accrue because of the failure or neglect of Contractor to obtain such approval. This Agreement is made expressly subject to the mutual acknowledgement that both Contractor and Customer expressly agree to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.

A. Contractor shall give all notices required by law and shall comply with all federal, state and local laws, ordinances, rules and regulations governing delivery of its sound production services pursuant to this Contract and shall upon request of the Customer secure documents evidencing compliance therewith.

B. This contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the laws, rules and regulations of the State of Florida. Any action hereon or in connection herewith shall be brought in Gulf County, Florida.

**VII. PERMITS AND LICENSES:** Customer shall obtain and maintain, at its own expense, all necessary permits and licenses to enable Contractor to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise.

**VIII. LATE PAYMENT:** Contractor shall charge, and Customer agrees to pay, one and one half

percent (1 1/2%) per month late payment fee for each month until Contractor is paid the amount set forth in Paragraph XIII herein. The stated late payment fee shall begin to run from the applicable date(s) established as the date of performance unless otherwise prohibited by law.

**IX. MUTUAL CANCELLATION:** In the event of fire, accidents, strikes, delay, flood, acts of God, or causes beyond the control of Contractor, which preclude Contractor from presenting the Show, the parties hereto release each other from any and all performance of the covenants herein and from damages resulting from breach hereof, except that Customer agrees to assume the risk of damages to exhibits and signage which must be placed in position and exposed a necessary time before the scheduled commencement of the Show.

**X. ADVERTISEMENT AND PROMOTIONS :** Customer agrees to state and permit Contractor to promote that the sound services and production are being provided by Contractor in all advertisements and promotions as permitted by the short period of time and deemed appropriate in lieu of the late agreement and inability to modify any and all previous marketing and media announcements etc. Furthermore, Customer may permit Contractor to use sponsors name in Contractor list of clients and Contractor advertisements and promotions only following specific prior written request and receipt of exclusive written approval and authorization by the Customer.

**XI. COMPLAINTS:** In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by Contractor, or any act or omission of Contractor or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to Contractor in writing by certified mail to Contractor ' address as set forth above, within thirty (30) days after the date of the Show.

Furthermore, Customer agrees that should Contractor have to collect any amount due Contractor hereunder which Customer claims as an offset or which is withheld by Customer on account of, or because of, a complaint not registered with Contractor in the time and in the manner specified herein, by law or through an Attorney-at-Law, Contractor shall be entitled to collect attorneys' fees in the amount not to exceed 5% of the amount owing Contractor, along with all cost of collection.

**XII. WORKER'S COMPENSATION/EMPLOYEES:** Contractor shall provide Worker's Compensation insurance for its employees only.

**XIII. PAYMENT TERMS:** Customer shall pay Contractor \$3,250.00 plus all applicable taxes according to the terms and conditions set forth in the Proposal and scope of services provided by Contractor for presenting the Show. Customer shall tender full payment as deposit and advance payment for services upon return of signed contract.

**XIV. TAXES:** Customer shall be responsible for all applicable sales taxes.

**XV. DRUG-FREE WORKPLACE:** Contractor shall have a current and enforced substance abuse policy that holds its employees to the same rules of conduct and tests as the employees of the Customer as outlined in the Gulf County Drug-Free Workplace Program Policy.

**XVI. WORK PLACE, MATERIALS, SUPPLIES, TOOLS AND EQUIPMENT:** Contractor shall furnish and supply all tools, materials, consumable supplies and equipment required in the performance of the sound production and show in this contract. Contractor shall supply any safety devices and equipment and special clothing required for use by its employees and as required by its industry standards and common industry safety practices.

**XVII. INSURANCE:** Contractor shall provide its certificate of liability insurance coverage with respect to liability for negligent, willful or otherwise tortious acts of omissions of Contractor, its agents or employees in connection with their provision of its sound production services and obligations contemplated by this Agreement. Contractor shall name the Customer as an additional insured. Contractor shall also maintain in force all other coverages, including worker's compensation, for its employees as required by Florida Statutes. Contractor shall provide the Customer certificates evidencing all required insurance in conjunction to signing the contract.

**XVIII. FORCE MAJURE**

A. Contractor shall not be liable for any delay in performance or nonperformance which is due to causes beyond Contractor's control, including, but not limited to, war, fire, floods, sabotage, civil unrest, strikes, embargoes or other transportation delays, acts of God, acts of third parties, acts of governmental authority or any similar or dissimilar causes beyond Contractor's reasonable control.

**XIX. NOTICE**

Pursuant to this agreement, notice shall be in writing by U.S. Mail, certified return receipt requested, addressed as follows:

Gulf County Tourist Development Council  
c/o Gulf County Board of County Commissioners  
Administrators Office, Room 302  
1000 Cecil G. Costin Blvd.  
Port St. Joe, Florida 32456

FROM THE HEART MUSIC HOUR  
55 Rose Street  
P.O. Box 399  
Sopchoppy, Florida 32358

**XX. SEVERABILITY**

If any provisions, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this Contract, or portion thereof, shall be deemed severable, and shall not be affected and remain in full force and effect.

**XXI. EQUAL EMPLOYMENT OPPORTUNITY**

Contractor acknowledges that Gulf County has adopted several policies that it must enforce and fully expects its vendors and contractors to comply in strict adherence as well. Accordingly, during the performance of this Contract musical shows and its services, Contractor agrees to comply with the requirements of Equal Employment Opportunity, and Equal Opportunity. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Customer setting forth the provisions of this nondiscrimination clause. Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Customer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national or national origin.

All the terms and conditions set forth on any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

From the Heart Music Hour

BY: \_\_\_\_\_ Date \_\_\_\_\_  
Rick Ott

Gulf County Tourist Development Board Executive Director with  
signing authority and approval from the Gulf County Board of County  
Commissioners

BY: \_\_\_\_\_ Date \_\_\_\_\_  
Tim Kerigan



# Apalachee Regional Planning Council 31

Serving Calhoun, Franklin, Gadsden, Gulf, Jackson, Jefferson  
Liberty, Leon and Wakulla Counties and their municipalities

December 19, 2011

The Hon. Bill Williams, Chairman  
Gulf County Board of Commissioners  
1000 Cecil G. Costin, Sr. Blvd  
Port St. Joe, FL 32456

Re: Apalachee Regional Planning Council 2012 Appointments

Dear Chairman Williams:

Pursuant to *Florida Administrative Code*, Chapter 29L-1, Gulf County is entitled to have three representatives on the Apalachee Regional Planning Council (ARPC). Two of these representatives are appointed locally by the Board of County Commissioners; one must be a county-elected official and one must be a municipal-elected official. The Governor appoints the third representative.

Enclosed is an appointment form listing Gulf County's current appointees to the Council. You may re-appoint elected officials currently serving on the ARPC Board; however, due to changes resulting from recent elections and reorganizations, it may be necessary for you to appoint new representatives.

Also enclosed is the 2011 attendance record for Apalachee Regional Planning Council members from Gulf County. It is very important for both the County and the Council that the appointed representatives attend and participate in Council meetings. Decisions are made that directly affect local governments of the Apalachee region as well as its constituents.

You will need to return the enclosed appointment form to the Council office as soon as an appointment determination has been made. Please do not hesitate to contact Council staff if you have any questions or need any additional information. Your continued support and cooperation are greatly appreciated.

Sincerely,

Kendall Wade  
Chairman

**BCC APPROVED**

DATE \_\_\_\_\_ D.C. \_\_\_\_\_

FILED FOR RECORD  
FEDERAL COURTS  
CLERK OF DISTRICT COURT  
GULF COUNTY, FLORIDA  
2012 JAN 18 PM 1:04

cc: Don Butler, Administrator

20776 Central Avenue East, Suite #1 • Blountstown, Florida 32424  
Telephone: 850-674-4571 • Facsimile: 850-674-4574  
www.thearpc.com

CONSENT  
DATE: 1-31-12 - LL

2011 ARPC ATTENDANCE RECORD							
GULF	1/27/11	3/24/11	5/26/11	7/21/11	9/29/11	11/10/11	
Kesley Colbert	X	X		X		X	
Tony Justice		X				X	
<i>Vacant</i>							

GULF COUNTY

**CURRENT APPOINTEES - 2011**

County Elected	Kesley Colbert
Municipal Elected	Tony Justice
Governor's Appointee	(Vacant)

**APPOINTEES FOR 2012**

County Elected	<u>Kesley Colbert</u>
Alternate	<u>Tan Smiley</u>
Municipal Elected	<u>Tony Justice</u>
Alternate	<u>Charlie Pettis</u>

**TO: CHAIRMAN, APALACHEE REGIONAL PLANNING COUNCIL**

The above named individuals have been appointed/reappointed to the Governing Board, Apalachee Regional Planning Council.

SIGNED:

ATTEST:

\_\_\_\_\_  
 CHAIRMAN  
 BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
 CLERK OF CIRCUIT COURT

**NOTE: THE COUNCIL WILL CONSIDER CURRENT APPOINTEES AS MEMBERS UNTIL THIS FORM IS RECEIVED IN COUNCIL OFFICES.**



# Apalachee Regional Planning Council 34

Serving Calhoun, Franklin, Gadsden, Gulf, Jackson, Jefferson  
Liberty, Leon and Wakulla Counties and their municipalities

## MEMORANDUM

**TO:** Gulf County Board of County Commissioners

**FROM:** Vanita Anderson, TD Program Coordinator *[Signature]*  
Staff to the Gulf County Transportation Disadvantaged Coordinating Board  
Apalachee Regional Planning Council

**DATE:** January 3, 2012

**RE:** Transportation Disadvantaged Coordinating Board Appointment

Pursuant to Section 427.0157, Florida Statutes, the Apalachee Regional Planning Council (ARPC), as the Designated Official Planning Agency (DOPA) is required to appoint members to the local Transportation Disadvantaged Coordinating Board (TDCB). With this letter the ARPC is requesting the County Commission's appointment for the Chairperson to this board. By Rule, the Chairperson must be an elected official from within the county which would include any county elected official (Clerk of Court, Tax Collector, County Commissioner, etc.) or any city elected official (Mayor, City Councilman, etc.). The appointed alternate must also be an elected official.

Enclosed is an appointment form. You may re-appoint the current appointees; however, due to changes in your reorganization, it may be necessary for you to appoint a new representative and alternate. Submit your recommendations by Monday, January 30, 2012.

It is very important for the County, Board and the Council that the appointed representative attend and participate in the Board meetings.

<b>CURRENT APPOINTEES</b>	
<b>Chairperson:</b> Property Appraiser Kesley Colbert	2012 JAN 18 PM 1:04 FILED FOR RECORD REGIONAL PLANNING COUNCIL GULF COUNTY, FLORIDA
<b>Alternate:</b> Commissioner Tad Smiley	

If you have questions, please do not hesitate to contact me at the telephone number listed below or by email at [arpc7@gtcom.net](mailto:arpc7@gtcom.net).

**BCC APPROVED**

DATE \_\_\_\_\_ D.C. \_\_\_\_\_

20776 Central Avenue East, Suite #1 • Blountstown, Florida 32424  
 Telephone: 850-674-4571 • Facsimile: 850-674-4574  
[www.thearpc.com](http://www.thearpc.com)

CONSENT  
 DATE 1-24-12-LL **34**

**TO:** Vanita Anderson  
 TD Program Coordinator  
 Apalachee Regional Planning Council  
 20776 Central Avenue East, Suite 1  
 Blountstown, Florida 32424

**FROM:** Board of County Commission  
Gulf County

**SUBJECT:** Transportation Disadvantaged Coordinating Board Member  
 Recommendation

**DATE:** NO LATER THAN MONDAY, JANUARY 30, 2012

The individuals named below are recommended to represent the elected officials' interests on the Transportation Disadvantaged Coordinating Board.

**Representative (must be an elected official):**

Name Kesley Colbert

Address 1000 Cecil G. Costin Sr., Blvd Port St. Joe, FL

Telephone # (850) 229-6115

**Alternate (must also be an elected official):**

Name Tan Smiley

Address 1000 Cecil G. Costin Sr., Port St. Joe, FL 32456

Telephone # (850) 229-6106

Signed: \_\_\_\_\_  
 Chairman, Board of County Commission

Date: \_\_\_\_\_

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 2 PAGES

1511013

TO OWNER: Gulf County Board of Commission

PROJECT: Beaches Resurfacing Project

APPLICATION NO: 3

DISTRIBUTION:  OWNER  ARCHITECT  CONTRACTOR  ENGINEER

FROM CONTRACTOR: C. W. Roberts Contracting, Inc. P.O. Box 16279 Tallahassee, Florida 32317

VIA ARCHITECT:

PERIOD TO: 12/31/2012

PROJECT NOS: BCC APPROVED

CONTRACT FOR:

CONTRACT DATE:

DATE: D.C.

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached:

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM	\$ 903,315.55
2. Net change by Change Orders	\$241,475.75
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$1,144,791.30
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$1,124,719.83
5. RETAINAGE:	
a. 10% of Completed Work (Column D + E on G703)	\$ 112,471.98
b. % of Stored Material (Column F on G703)	\$ -
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 112,471.98
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 1,012,247.85
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 694,440.68
8. CURRENT PAYMENT DUE	\$ 317,807.17
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 132,543.45

CONTRACTOR: C. W. Roberts Contracting, Inc.

By: *Christina M. Pierce* Date: January 6, 2012

State of: Florida County of: Bay

Subscribed and sworn to before me this 6th Day of January, 2012

My Commission expires: June 5, 2015  
**ENGINEER'S CERTIFICATE FOR PAYMENT**  
 In accordance with the Contract Documents, based on on-site observation and the Architect's certification, I certify that the Work shown on this Application for Payment is in accordance with the Contract Documents, and that current payment shown herein is now due.



AMOUNT CERTIFIED: \$ 317,807.17  
 APPROVED FOR PAYMENT  
 Date: 1/12/12  
 CH. JK

CHANGE ORDER SUMMARY	
Total changes approved in previous months by Owner	\$241,475.75
Total approved this Month	\$0.00
TOTALS	\$241,475.75
NET CHANGES by Change Order	\$241,475.75

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)  
 ARCHITECT: *[Signature]* Date: 1/12/12  
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702 APPLICATION AND CERTIFICATION FOR PAYMENT 1992 EDITION - AIA ©1992

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Documents' Authenticity from the Licensee.  
 223541-63000-SCRA1 (Georgia) 34,645.81  
 223541-63000-SCRA2 (Americas) 182,491.29  
 223541-63000-SCRA3 (Alabama) 11,684.92

223541-63000-SCRA4 (Covt) 16,146.50  
 223541-63000-SCRA5 (Columbus) 6,838.65

CONSISTENT DATE: 1-24-12 CC

**CONTINUATION SHEET**

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 3  
 APPLICATION DATE: 1/6/2012  
 PERIOD TO: 12/31/2012  
 engineer's PROJECT NO:

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULED VALUE		D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)		H BALANCE TO FINISH (C - G)	I RETAINAGE
		ORIGINAL SCHEDULED VALUE	CURRENT SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G + C)			
	SEE ATTACHED SCHEDULE									
		\$ 903,315.55	\$ 1,144,791.30	\$ 771,600.76	\$ 353,119.07		\$ 1,124,719.83	98.25%	\$ 20,071.47	\$ 112,471.98

# ESTIMATE OF CONSTRUCTION FOR

**Contractor:** C.W. Roberts Contracting, Inc.  
**Address:** 3372 Capital Circle NE Tallahassee, FL 32308  
**Telephone:** 850.385.5060  
**Contact:** hneel@cwrcontracting.com  
**Telephone:** 850.769.6640

**Project Name:** 2011 Beaches Resurfacing Project  
**Owner Project #:**  
**Fin Proj No.:**  
**F. A. P. No.:**  
**Owner:**

**Not Applicable**  
**Not Applicable**  
**Gulf County Florida**

**CWR Project Number:**  
**Period Ending:** 1511013  
**Pay Request Number:** 1231/11  
**3**

Line No.	Item No.	Work Item Description	Est Qty	Unit Meas	Unit Price	Scheduled Value	Quantity of Work Completed			Value of Work Completed			% Comp
							In Prev	This Per	To Date	In Prev	This Per	To Date	
	COURT STREET	MOBILIZATION	1.00	LS	\$897.83	\$897.83	1.00	1.00	\$897.83	\$0.00	\$897.83	100.00%	
		BONDS AND INSURANCE	1.00	LS	\$897.83	\$897.83	1.00	1.00	\$897.83	\$0.00	\$897.83	100.00%	
		MAINTENANCE OF TRAFFIC	1.00	LS	\$1,500.00	\$1,500.00	1.00	1.00	\$1,500.00	\$0.00	\$1,500.00	100.00%	
		CONSTRUCTION LAYOUT	1.00	LS	\$1,000.00	\$1,000.00	1.00	1.00	\$1,000.00	\$0.00	\$1,000.00	100.00%	
		NPDES PERMIT	1.00	LS	\$1,000.00	\$1,000.00	1.00	1.00	\$1,000.00	\$0.00	\$1,000.00	100.00%	
		CLEAR & GRUB INCLUDING DEMOLITION	1.00	LS	\$7,500.00	\$7,500.00	1.00	1.00	\$7,500.00	\$0.00	\$7,500.00	100.00%	
		ASPHALT MILLING (1" AVG. DEPTH)	2,813.00	SY	\$0.10	\$281.30	2,813.00	2,813.00	\$281.30	\$0.00	\$281.30	100.00%	
		TYPE SP 9.5 ASPHALT (PG. 76.22)	313.00	TON	\$89.00	\$27,857.00	226.00	313.00	\$20,114.00	\$0.00	\$27,857.00	100.00%	
		TACK	169.00	SY	\$2.50	\$422.50	169.00	169.00	\$422.50	\$0.00	\$422.50	100.00%	
		OPTIONAL BASE GROUP 9	188.00	SY	\$13.50	\$2,538.00	188.00	188.00	\$2,538.00	\$0.00	\$2,538.00	100.00%	
		RELOCATE MAILBOXES PER FOOT INDEX 532	3.00	EA	\$150.00	\$450.00	3.00	3.00	\$450.00	\$0.00	\$450.00	100.00%	
		24" THERMOPLASTIC STOP BAR WITH MESSAGE	2.00	EA	\$305.00	\$610.00	2.00	2.00	\$610.00	\$0.00	\$610.00	100.00%	
		TEMPORARY STRIPING (PAINT)	1.00	LS	\$110.00	\$110.00	0.00	1.00	\$110.00	\$0.00	\$110.00	100.00%	
		6" THERMOPLASTIC SOLID YELLOW CENTER STRIPE	2,220.00	EA	\$0.80	\$1,776.00	0.00	2,220.00	\$0.00	\$1,776.00	100.00%		
		REFLECTIVE PAVEMENT MARKERS (BI-DIRECTIONAL)	56.00	EA	\$280.00	\$280.00	0.00	56.00	\$280.00	\$0.00	\$280.00	100.00%	
		REFLECTIVE PAVEMENT MARKERS (BLUE)	1.00	EA	\$5.00	\$5.00	0.00	1.00	\$5.00	\$0.00	\$5.00	100.00%	
		VALVE ADJUSTMENT	2.00	EA	\$550.00	\$1,100.00	0.00	2.00	\$0.00	\$1,100.00	100.00%		
		SOD (ARGENTINE BAHIA)	823.00	SY	\$2.25	\$1,851.75	0.00	823.00	\$0.00	\$1,851.75	100.00%		
		SILT FENCE	100.00	LF	\$11.00	\$1,100.00	100.00	100.00	\$1,100.00	\$0.00	\$1,100.00	100.00%	
		ADDITIONAL ASPHALT THICKNESS	1.00	LS	\$5,581.00	\$5,581.00	0.20	0.800	\$1,116.20	\$4,464.80	\$5,581.00	100.00%	
		<b>Totals &gt;</b>				\$55,768.21			\$37,827.66	\$17,940.55	\$55,768.21	100.00%	

Original Contract Amount \$50,187.21  
 Change Orders, (1) \$5,581.00  
 Present Contract Amount \$55,768.21

Earnings To Date \$55,768.21  
 Less Retainage -\$5,576.82  
 Less Previous Paid -\$34,044.89  
**Net Due This Request \$16,146.50**

# ESTIMATE OF CONSTRUCTION FOR

**Contractor:** C.W. Roberts Contracting, Inc.  
**Address:** 3372 Capital Circle NE Tallahassee, FL 32308  
**Telephone:** 850.385.5060  
**Contact:** hnee@cwcontracting.com  
**Telephone:** 850.769.6640

**Project Name:** 2011 Beaches Resurfacing Project  
**Owner Project #:**  
**Fin Proj No.:** Not Applicable  
**F. A. P. No.:** Not Applicable  
**Owner:** Gulf County Florida

**CWR Project Number:** 1511013  
**Period Ending:** 12/31/11  
**Pay Request Number:** 3

Line No.	Item No.	Work Item Description	Est Qty	Unit Meas	Unit Price	Scheduled Value	Quantity of Work Completed		Value of Work Completed		Comp %		
							In Prev	This Per	In Prev	This Per		To Date	
	AMERICUS	MOBILIZATION	1.00	LS	\$5,581.42	\$5,581.42	0.75	0.25	1.00	\$4,186.06	\$1,395.36	\$5,581.42	100.00%
		BONDS AND INSURANCE	1.00	LS	\$5,581.42	\$5,581.42	1.00		1.00	\$5,581.42	\$0.00	\$5,581.42	100.00%
		MAINTENANCE OF TRAFFIC	1.00	LS	\$3,550.00	\$3,550.00	1.00		1.00	\$3,550.00	\$0.00	\$3,550.00	100.00%
		NPDES PERMIT	1.00	LS	\$1,000.00	\$1,000.00	1.00		1.00	\$1,000.00	\$0.00	\$1,000.00	100.00%
		CLEAR & GRUB INCLUDING DEMOLITION	1.00	LS	\$12,000.00	\$12,000.00	1.00		1.00	\$12,000.00	\$0.00	\$12,000.00	100.00%
		ASPHALT MILLING (1" AVG. DEPTH)	19,558.00	SY	\$0.10	\$1,955.80	19,558.00		19,558.00	\$1,955.80	\$0.00	\$1,955.80	100.00%
		TYPE SP 9.5 ASPHALT (PG 76-22)	2,102.00	TON	\$89.00	\$187,078.00	386.49	1,715.51	2,102.00	\$34,397.61	\$152,680.39	\$187,078.00	100.00%
		TACK	1,173.00	GAL	\$2.50	\$2,932.50	230.00	943.00	1,173.00	\$575.00	\$2,357.50	\$2,932.50	100.00%
		ASPHALT PATCH INCLUDING BASE	20.00	SY	\$35.00	\$700.00	20.00		20.00	\$700.00	\$0.00	\$700.00	100.00%
		OPTIONAL BASE GROUP 9	871.00	SY	\$13.50	\$11,758.50	871.00		871.00	\$11,758.50	\$0.00	\$11,758.50	100.00%
		RECLAIM EXISTING SURFACE (8" MIN. DEPTH)	3,598.00	SY	\$4.35	\$15,651.30	3,598.00		3,598.00	\$15,651.30	\$0.00	\$15,651.30	100.00%
		24" THERMOPLASTIC STOP BAR WITH MESSAGE	24.00	EA	\$150.00	\$3,600.00	0.00	24.00	24.00	\$0.00	\$3,600.00	\$3,600.00	100.00%
		TEMPORARY STRIPING (PAINT)	31.00	EA	\$305.00	\$9,455.00	0.00	31.00	31.00	\$0.00	\$9,455.00	\$9,455.00	100.00%
		6" THERMOPLASTIC SOLID YELLOW CENTER STRIPE	1.00	LS	\$1,710.00	\$1,710.00	0.00	1.00	1.00	\$0.00	\$1,710.00	\$1,710.00	100.00%
		REFLECTIVE PAVEMENT MARKERS (BI-DIRECTIONAL)	16,542.00	EA	\$0.80	\$13,233.60	0.00	16,542.00	16,542.00	\$0.00	\$13,233.60	\$13,233.60	100.00%
		REFLECTIVE PAVEMENT MARKERS (BLUE)	414.00	EA	\$5.00	\$2,070.00	0.00	414.00	414.00	\$0.00	\$2,070.00	\$2,070.00	100.00%
		MANHOLE ADJUSTMENT	16.00	EA	\$5.00	\$80.00	0.00	16.00	16.00	\$0.00	\$80.00	\$80.00	100.00%
		VALVE ADJUSTMENT	2.00	EA	\$950.00	\$1,900.00	0.00	2.00	2.00	\$0.00	\$1,900.00	\$1,900.00	100.00%
		SOD (ARGENTINE BAHIA)	1.00	EA	\$550.00	\$550.00	0.00	1.00	1.00	\$0.00	\$550.00	\$550.00	100.00%
		SILT FENCE	6,105.00	SY	\$2.25	\$13,736.25	0.00	6,105.00	6,105.00	\$0.00	\$13,736.25	\$13,736.25	100.00%
		REPAIR STORMWATER PIPES, 10 LOCATIONS	600.00	LF	\$1.10	\$660.00	600.00		600.00	\$660.00	\$0.00	\$660.00	100.00%
	CO #1		1.00	LS	\$64,451.00	\$64,451.00	0.89		0.89	\$57,361.39	\$0.00	\$57,361.39	89.00%
<b>Totals &gt;</b>						<b>\$359,234.79</b>				<b>\$149,377.08</b>	<b>\$202,768.10</b>	<b>\$352,145.18</b>	<b>98.03%</b>

Original Contract Amount \$294,783.79  
 Change Orders: (1) \$64,451.00  
 Present Contract Amount \$359,234.79  
 Earnings To Date \$352,145.18  
 Less Retainage -\$35,214.52  
 Less Previous Paid -\$134,439.37  
 Net Due This Request \$182,491.29

# ESTIMATE OF CONSTRUCTION FOR

**Contractor:** C.W. Roberts Contracting, Inc.  
**Address:** 3372 Capital Circle NE Tallahassee, FL 32308  
**Telephone:** 850.385.5060  
**Contact:** hneel@cwrcontracting.com  
**Telephone:** 850.769.6640

**Project Name:** 2011 Beaches Resurfacing Project  
**Owner Project #:**  
**Fin Proj No.:** Not Applicable  
**F. A. P. No.:** Not Applicable  
**Owner:** Gulf County Florida

**CWR Project Number:** 1511013  
**Period Ending:** 12/31/11  
**Pay Request Number:** 3

Line No	Item No	Work Item Description	Est Qty	Unit Meas	Unit Price	Scheduled Value	Quantity of Work Completed		Value of Work Completed		Comp %	
							In Prev	This Per	To Date	In Prev		This Per
ALABAMA		MOBILIZATION	1.00	LS	\$4,461.21	\$4,461.21	1.00	1.00	\$4,461.21	\$0.00	\$4,461.21	100.00%
AVENUE		BONDS AND INSURANCE	1.00	LS	\$4,461.21	\$4,461.21	1.00	1.00	\$4,461.21	\$0.00	\$4,461.21	100.00%
		MAINTENANCE OF TRAFFIC	1.00	LS	\$4,500.00	\$4,500.00	1.00	1.00	\$4,500.00	\$0.00	\$4,500.00	100.00%
		NPDES PERMIT	1.00	LS	\$1,000.00	\$1,000.00	1.00	1.00	\$1,000.00	\$0.00	\$1,000.00	100.00%
		CLEAR & GRUB INCLUDING DEMOLITION	1.00	LS	\$12,000.00	\$12,000.00	1.00	1.00	\$12,000.00	\$0.00	\$12,000.00	100.00%
		ASPHALT MILLING (1" AVG. DEPTH)	10,978.00	SY	\$0.10	\$1,097.80	10,978.00	1.00	\$1,097.80	\$0.00	\$1,097.80	100.00%
		TYPE SP 9.5 ASPHALT (PG 76-22)	1,608.00	TON	\$89.00	\$143,112.00	1,608.00	1.00	\$143,112.00	\$0.00	\$143,112.00	100.00%
		TACK	994.00	GAL	\$2.50	\$2,485.00	994.00	1.00	\$2,485.00	\$0.00	\$2,485.00	100.00%
		ASPHALT PATCH INCLUDING BASE	92.00	SY	\$35.00	\$3,220.00	92.00	1.00	\$3,220.00	\$0.00	\$3,220.00	100.00%
		OPTIONAL BASE GROUP 9	507.00	SY	\$13.50	\$6,844.50	507.00	1.00	\$6,844.50	\$0.00	\$6,844.50	100.00%
		RECLAIM EXISTING SURFACE (8" MIN. DEPTH)	3,068.00	SY	\$4.35	\$13,345.80	3,068.00	1.00	\$13,345.80	\$0.00	\$13,345.80	100.00%
		RELOCATE SIGNS PER FDOT INDEX 11860	11.00	EA	\$1,650.00	\$18,150.00	11.00	1.00	\$18,150.00	\$0.00	\$18,150.00	100.00%
		24" THERMOPLASTIC STOP BAR WITH MESSAGE	22.00	EA	\$305.00	\$6,710.00	22.00	1.00	\$6,710.00	\$0.00	\$6,710.00	100.00%
		TEMPORARY STRIPING (PAINT)	1.00	LS	\$1,250.00	\$1,250.00	1.00	1.00	\$1,250.00	\$0.00	\$1,250.00	100.00%
		6" THERMOPLASTIC SOLID YELLOW CENTER STRIPE	14,890.00	LF	\$0.80	\$11,912.00	14,890.00	1.00	\$11,912.00	\$0.00	\$11,912.00	100.00%
		REFLECTIVE PAVEMENT MARKERS (BI-DIRECTIONAL)	372.00	EA	\$5.00	\$1,860.00	372.00	1.00	\$1,860.00	\$0.00	\$1,860.00	100.00%
		REFLECTIVE PAVEMENT MARKERS (BLUE)	10.00	EA	\$5.00	\$50.00	10.00	1.00	\$50.00	\$0.00	\$50.00	100.00%
		MANHOLE ADJUSTMENT	5.00	EA	\$950.00	\$4,750.00	5.00	1.00	\$4,750.00	\$0.00	\$4,750.00	100.00%
		36" RCP REPAIR	1.00	LS	\$6,000.00	\$6,000.00	1.00	1.00	\$6,000.00	\$0.00	\$6,000.00	100.00%
		SOD (ARGENTINE BAHIA)	5,118.00	SY	\$2.25	\$11,515.50	5,118.00	1.00	\$11,515.50	\$0.00	\$11,515.50	100.00%
		SILT FENCE	260.00	LF	\$1.10	\$286.00	260.00	1.00	\$286.00	\$0.00	\$286.00	100.00%
		PAVING RADI @ INTERSECTIONS	1.00	LS	\$57,540.00	\$57,540.00	1.00	1.00	\$57,540.00	\$0.00	\$57,540.00	100.00%
		ADDITIONAL ASPHALT THICKNESS	1.00	LS	\$54,000.00	\$54,000.00	1.00	1.00	\$54,000.00	\$0.00	\$54,000.00	100.00%
CO#1		Totals >				\$354,051.02		0.92	\$256,348.72	\$86,316.58	\$342,665.30	96.78%

Original Contract Amount \$242,511.02  
 Change Orders, (1) \$111,540.00  
 Present Contract Amount \$354,051.02

Earnings To Date \$342,665.30  
 Less Retainage -\$34,266.53  
 Less Previous Paid -\$230,713.85  
**Net Due This Request \$77,684.92**

# ESTIMATE OF CONSTRUCTION FOR

**Contractor:** C.W. Roberts Contracting, Inc.  
**Address:** 3372 Capital Circle NE Tallahassee, FL 32308  
**Telephone:** 850.385.5060  
**Contact:** hnee@cwrcontracting.com  
**Telephone:** 850.789.6640

**Project Name:** 2011 Beaches Resurfacing Project  
**Owner Project #:**  
**Fin Proj No.:** Not Applicable  
**F. A. P. No.:** Not Applicable  
**Owner:** Gulf County Florida

**CWR Project Number:**  
**Period Ending:**  
**Pay Request Number:**

1511013  
12/31/11  
3

Line No.	Item No.	Work Item Description	Est Qty	Unit Meas	Unit Price	Scheduled Value	Quantity of Work Completed			Value of Work Completed			%	
							In Prev	This Per	To Date	In Prev	This Per	To Date		
	GEORGIA AVENUE	MOBILIZATION	1.00	LS	\$4,229.66	\$4,229.66	0.75	0.25	1.00	\$3,172.25	\$1,057.41	\$4,229.67	100.00%	
		BONDS AND INSURANCE	1.00	LS	\$4,229.66	\$4,229.66	1.00		1.00	\$4,229.66	\$0.00	\$4,229.66	100.00%	
		MAINTENANCE OF TRAFFIC	1.00	LS	\$4,500.00	\$4,500.00	0.75	0.25	1.00	\$3,375.00	\$1,125.00	\$4,500.00	100.00%	
		CONSTRUCTION LAYOUT	1.00	LS	\$1,500.00	\$1,500.00	1.00		1.00	\$1,500.00	\$0.00	\$1,500.00	100.00%	
		NPDES PERMIT	1.00	LS	\$1,000.00	\$1,000.00	1.00		1.00	\$1,000.00	\$0.00	\$1,000.00	100.00%	
		CLEAR & GRUB INCLUDING DEMOLITION	1.00	LS	\$10,000.00	\$10,000.00	1.00		1.00	\$10,000.00	\$0.00	\$10,000.00	100.00%	
		ASPHALT MILLING (1" AVG. DEPTH)	11,379.00	SY	\$0.10	\$1,137.90	11,379.00		11,379.00	\$1,137.90	\$0.00	\$1,137.90	100.00%	
		TYPE SP 9.5 ASPHALT (PG 76-22)	1,533.00	TON	\$89.00	\$136,437.00	1,438.33	94.67	1533.00	\$128,011.37	\$8,425.63	\$136,437.00	100.00%	
		TACK	683.00	GAL	\$2.50	\$1,707.50	683.00		683.00	\$1,707.50	\$0.00	\$1,707.50	100.00%	
		ASPHALT PATCH INCLUDING BASE	4.00	SY	\$35.00	\$140.00	4.00		4.00	\$140.00	\$0.00	\$140.00	100.00%	
		OPTIONAL BASE GROUP 9	1,070.00	SY	\$13.50	\$14,445.00	1,070.00		1,070.00	\$14,445.00	\$0.00	\$14,445.00	100.00%	
		RECLAIM EXISTING SURFACE (8" MIN. DEPTH)	4,554.00	SY	\$4.35	\$19,809.90	4,554.00		4,554.00	\$19,809.90	\$0.00	\$19,809.90	100.00%	
		RELOCATE SIGNS PER FDOT INDEX 11860	4.00	EA	\$150.00	\$600.00	4.00		4.00	\$600.00	\$0.00	\$600.00	100.00%	
		24" THERMOPLASTIC STOP BAR WITH MESSAGE	5.00	EA	\$305.00	\$1,525.00	0.00	5.00	5.00	\$0.00	\$1,525.00	\$0.00	\$1,525.00	100.00%
		TEMPORARY STRIPING (PAINT)	1.00	LS	\$275.00	\$275.00	1.00		1.00	\$275.00	\$0.00	\$275.00	100.00%	
		6" THERMOPLASTIC SOLID YELLOW CENTER STRIPE	14,390.00	LF	\$0.80	\$11,512.00	0.00		14,390.00	\$0.00	\$11,512.00	\$0.00	\$11,512.00	100.00%
		REFLECTIVE PAVEMENT MARKERS (BIDIRECTIONAL)	360.00	EA	\$5.00	\$1,800.00	0.00		360.00	\$0.00	\$1,800.00	\$0.00	\$1,800.00	100.00%
		REFLECTIVE PAVEMENT MARKERS (BLUE)	6.00	EA	\$5.00	\$30.00	0.00	6.00	6.00	\$0.00	\$30.00	\$0.00	\$30.00	100.00%
		18" RCP REPAIR	1.00	LS	\$5,000.00	\$5,000.00	1.00		1.00	\$5,000.00	\$0.00	\$5,000.00	100.00%	
		SOD (ARGENTINE BAHIA)	4,368.00	SY	\$2.25	\$9,828.00	0.00	4,368.00	4,368.00	\$0.00	\$9,828.00	\$0.00	\$9,828.00	100.00%
		SILT FENCE	657.00	LF	\$1.10	\$722.70	657.00		657.00	\$722.70	\$0.00	\$722.70	100.00%	
	CO#1	REMOVE/REPLACE CURB AND BRICK PAVERS	1.00	LS	\$20,000.00	\$20,000.00	1.00		1.00	\$20,000.00	\$0.00	\$20,000.00	100.00%	
	CO#2	PAVING RADII @ INTERSECTIONS	1.00	LS	\$39,903.75	\$39,903.75	0.88	0.08	0.96	\$35,115.30	\$3,192.30	\$38,307.60	96.00%	
Totals >						\$290,333.06				\$250,241.58	\$38,495.34	\$288,736.92	99.45%	

Original Contract Amount \$230,429.31  
Change Orders, (1-2) \$59,903.75  
Present Contract Amount \$290,333.06  
Earnings To Date \$288,736.92  
Less Retainage -\$28,873.69  
Less Previous Paid -\$225,217.42  
Net Due This Request \$34,645.81

# ESTIMATE OF CONSTRUCTION FOR

**Contractor:** C.W. Roberts Contracting, Inc.  
**Address:** 3372 Capital Circle NE Tallahassee, FL 32308  
**Telephone:** 850.385.5060  
**Contact:** hneel@cwrccontracting.com  
**Telephone:** 850.769.6640

**Project Name:** 2011 Beaches Resurfacing Project  
**Owner Project #:** Not Applicable  
**Fin Proj No.:** Not Applicable  
**F. A. P. No.:** Not Applicable  
**Owner:** Gulf County Florida

**CWR Project Number:** 1511013  
**Period Ending:** 12/31/11  
**Pay Request Number:** 3

Line No.	Item No.	Work Item Description	Est Qty	Unit Meas	Unit Price	Scheduled Value	Quantity of Work Completed		Value of Work Completed		Comp %		
							In Prev	This Per	To Date	In Prev		This Per	To Date
		<b>COLUMBUS STREET</b>											
		MOBILIZATION	1.00	LS	\$1,690.76	\$1,690.76	1.00	1.00	\$1,690.76	\$0.00	\$1,690.76	100.00%	
		BONDS AND INSURANCE	1.00	LS	\$1,690.76	\$1,690.76	1.00	1.00	\$1,690.76	\$0.00	\$1,690.76	100.00%	
		MAINTENANCE OF TRAFFIC	1.00	LS	\$4,000.00	\$4,000.00	1.00	1.00	\$4,000.00	\$0.00	\$4,000.00	100.00%	
		CONSTRUCTION LAYOUT	1.00	LS	\$1,000.00	\$1,000.00	1.00	1.00	\$1,000.00	\$0.00	\$1,000.00	100.00%	
		NPDES PERMIT	1.00	LS	\$1,000.00	\$1,000.00	1.00	1.00	\$1,000.00	\$0.00	\$1,000.00	100.00%	
		CLEAR & GRUB INCLUDING DEMOLITION	1.00	LS	\$9,000.00	\$9,000.00	1.00	1.00	\$9,000.00	\$0.00	\$9,000.00	100.00%	
		TYPE SP 9.5 ASPHALT (PG 76-22)	434.00	TON	\$89.00	\$38,626.00	434.00	434.00	\$38,626.00	\$0.00	\$38,626.00	100.00%	
		OPTIONAL BASE GROUP 9	271.00	SY	\$13.50	\$3,658.50	271.00	271.00	\$3,658.50	\$0.00	\$3,658.50	100.00%	
		RECLAIM EXISTING SURFACE (8" MIN. DEPTH)	3,622.00	SY	\$4.35	\$15,755.70	3,622.00	3,622.00	\$15,755.70	\$0.00	\$15,755.70	100.00%	
		RELOCATE SIGNS PER FOOT INDEX 11860	6.00	EA	\$150.00	\$900.00	6.00	6.00	\$900.00	\$0.00	\$900.00	100.00%	
		24" THERMOPLASTIC STOP BAR WITH MESSAGE	6.00	EA	\$305.00	\$1,830.00	6.00	6.00	\$1,830.00	\$0.00	\$1,830.00	100.00%	
		TEMPORARY STRIPING (PAINT)	1.00	LS	\$330.00	\$330.00	1.00	1.00	\$330.00	\$0.00	\$330.00	100.00%	
		6" THERMOPLASTIC SOLID YELLOW CENTER STRIPE	3,510.00	LF	\$0.80	\$2,808.00	3,510.00	3,510.00	\$2,808.00	\$0.00	\$2,808.00	100.00%	
		REFLECTIVE PAVEMENT MARKERS (BI-DIRECTIONAL)	88.00	EA	\$5.00	\$440.00	88.00	88.00	\$440.00	\$0.00	\$440.00	100.00%	
		REFLECTIVE PAVEMENT MARKERS (BLUE)	1.00	EA	\$5.00	\$5.00	1.00	1.00	\$5.00	\$0.00	\$5.00	100.00%	
		SOD (ARGENTINE BAHIA)	1,118.00	SY	\$2.25	\$2,515.50	1,118.00	1,118.00	\$2,515.50	\$0.00	\$2,515.50	100.00%	
		SILT FENCE	140.00	LF	\$1.10	\$154.00	140.00	140.00	\$154.00	\$0.00	\$154.00	100.00%	
<b>Totals &gt;</b>						<b>\$85,404.22</b>				<b>\$77,805.72</b>	<b>\$7,598.50</b>	<b>\$85,404.22</b>	<b>100.00%</b>

Original Contract Amount	\$85,404.22
Change Orders ( )	\$0.00
Present Contract Amount	\$85,404.22
Earnings To Date	\$85,404.22
Less Retainage	-\$8,540.42
Less Previous Paid	-\$70,025.15
<b>Net Due This Request</b>	<b>\$6,838.65</b>

# ESTIMATE OF CONSTRUCTION FOR

**Contractor:** C.W. Roberts Contracting, Inc.  
**Address:** 3372 Capital Circle NE Tallahassee, FL 32308  
**Telephone:** 850.385.5060  
**Contact:** hneeel@cwrccontracting.com  
**Telephone:** 850.769.6640

**Project Name:** 2011 Beaches Resurfacing Project  
**Owner Project #:**  
**Fin Proj No.:** Not Applicable  
**F. A. P. No.:** Not Applicable  
**Owner:** Gulf County Florida

**CWR Project Number:**  
**Period Ending:**  
**Pay Request Number:**

1511013  
 12/31/11  
 3

Line No.	Item No.	Work Item Description	Est Qty	Unit Meas	Unit Price	Scheduled Value	Quantity of Work Completed			Value of Work Completed			% Comp						
							In Prev	This Per	To Date	In Prev	This Per	To Date							
		COURT STREET	1.00	LS	\$55,768.21	\$55,768.21													
		AMERICUS AVENUE	1.00	LS	\$359,234.79	\$359,234.79													
		ALABAMA AVENUE	1.00	LS	\$354,051.02	\$354,051.02													
		GEORGIA AVENUE	1.00	LS	\$290,333.06	\$290,333.06													
		COLUMBUS STREET	1.00	LS	\$85,404.22	\$85,404.22													
<b>CONTRACT TOTALS &gt;</b>						\$1,144,791.30													

Original Contract Amount	\$903,315.55
Change Orders	\$241,475.75
Present Contract Amount	\$1,144,791.30
Earnings To Date	\$1,124,719.83
Less Retainage	-\$112,471.98
Less Previous Paid	-\$694,440.68
<b>Net Due This Request</b>	<b>\$317,807.17</b>

**44**

**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 • SECOND AND FOURTH TUESDAY AT 6:00 P.M., E.T.

January 17, 2012

Gulf County Board of County Commissioners  
Chief Administrator's Office  
Donald Butler, Chief Administrator  
1000 Cecil G. Costin, Sr. Blvd.  
Port St. Joe, Florida 32456

FILED FOR RECORD  
REGGICAL LINDERS  
CLERK OF CIRCUIT COURT  
2012 JAN 18 PM 12: 29

**Re: Professional Services Rendered  
NLG File No.: 2200-001, 004, 005, 006 & 007**

Dear Mr. Butler:

Enclosed for your review and file, please find our firm's invoices for professional services rendered.

Additionally, please note an invoice summary statement of both the general legal files and litigation matters for this period have been included for your reference, review and approval.

Should you have any questions, please contact our office immediately.

Very truly yours,  
**Novak Law Group, PLLC**

Encl.

cc: Kari Summers, Gulf County Clerk's Office

CARMEN L. McLEMORE  
District 1

WARD McDANIEL  
District 2

BILL WILLIAMS  
District 3

TAN SMILEY  
District 4

WARREN YEAGER  
District 5

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 • SECOND AND FOURTH TUESDAY AT 6:00 P.M. E.T.

January 17, 2011

Gulf County Board of County Commissioners  
Chief Administrator's Office  
**Attn: Donald Butler**  
1000 Cecil G. Costin, Sr. Blvd.  
Port St. Joe, Florida 32456

**Re: Summary of Professional Services Rendered and Enclosed Invoices  
Litigation – Professional Legal Services NLG File No.: 2200-004 & 005  
(1/1/12 - 1/15/12)**

Summary of Invoices for Professional Services  
Gulf County Litigation / Pending Litigation Matters

2200-005		
-	Gulf County Litigation / Pending Litigation Matters (2.75 hrs. x \$125)	= \$343.75
		<hr/>
2200-004		
-	Gulf County Deepwater Horizon Matters ( 0.6 hrs. x \$125)	= \$75.00
		<hr/>
	Total Professional services (litigation)	\$418.75

**BCC APPROVED**

DATE \_\_\_\_\_ D.C. \_\_\_\_\_  
ACCT. # 21314-31100

**APPROVED FOR PAYMENT**

Date \_\_\_\_\_ D.H. \_\_\_\_\_  
Acct. # \_\_\_\_\_

CARMEN L. McLEMORE  
District 1

WARD McDANIEL  
District 2

BILL WILLIAMS  
District 3

TAN SMILEY  
District 4

WARREN YEAGER  
District 5

CONSENT  
DATE 1-24-12 **45**

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 • SECOND AND FOURTH TUESDAY AT 6:00 P.M., E.T.

January 17, 2011

Gulf County Board of County Commissioners  
Chief Administrator's Office  
**Attn: Donald Butler**  
1000 Cecil G. Costin, Sr. Blvd.  
Port St. Joe, Florida 32456

**Re: Summary of Professional Services Rendered and Enclosed Invoice**  
**NLG File No.: 2200-001, 2200-007 General Legal Services & Admin Costs**

Summary of Invoices for Professional Services (2200-001, 2200-007)

-	Gulf County General Legal Representation (47.5 hrs. x \$100) (1/1/2012 - 1/15/12)	= \$4,750.00
	Total Professional services	<u>\$4,750.00</u>

**BCC APPROVED**

DATE \_\_\_\_\_ D.C. \_\_\_\_\_

ACCT. # 21314-31100

**APPROVED FOR PAYMENT**

Date \_\_\_\_\_ D.H. \_\_\_\_\_

Acct. # \_\_\_\_\_

CARMEN L. McLEMORE  
District 1

WARD McDANIEL  
District 2

BILL WILLIAMS  
District 3

TAN SMILEY  
District 4

WARREN YEAGER  
District 5

CONSENT  
DATE 1-24-12 **46** CC



www.lsnf.org

# Legal Services

of NORTH FLORIDA

HOPE. JUSTICE. FOR ALL.

**47**  
LSC

FILED FOR RECORD  
2012 JAN 18 PM 1:04  
CLERK OF DISTRICT COURT  
PENSACOLA, FLORIDA

## INVOICE

**TO:** Board of County Commissioners  
Gulf County, Florida  
ATTN.: Don Butler, Chief Administrator  
1000 Cecil G. Costin, Sr., Blvd.-Room 302  
Port St. Joe, Florida 32456

**FROM:** Legal Services of North Florida, Inc.  
ATTN.: Laura Ballenger, Fiscal Officer  
2119 Delta Boulevard  
Tallahassee, Florida 32303-4220  
Telephone: (850) 385-9007 Ext. 1012  
Fax: (850) 205-6540

**RE:** Disbursement of 2011-2012 Legal Aid Services Funds  
Reporting Period: October 1 through December 30, 2011

**DATE:** January 5, 2012

LSNF requests a one-fourth of the fund collected during October 1 and December 31, 2011.

- 1. Total hours of service provided to residents of Gulf County: 81.9
- 2. Total number of Gulf County residents served: 35

Prepared by:   
Connie Davis, Grants Administrator

FILED FOR RECORD  
2012 JAN 18 PM 1:04  
CLERK OF DISTRICT COURT  
PENSACOLA, FLORIDA

**BCC APPROVED**

DATE \_\_\_\_\_ D.C. \_\_\_\_\_

ACCT. # 71015-82000

COMMENT  
DATE 1-24-12 LL

**HOME OFFICE**

2119 DELTA BOULEVARD  
TALLAHASSEE, FL 32303-4220  
850-385-9007 • FAX 850-385-7603  
ADMINISTRATIVE FAX 850-205-6540  
DEVELOPMENT FAX 850-385-5684

**BRANCH OFFICES**

121 NORTH JACKSON STREET  
QUINCY, FL 32351-2316  
850-875-9881 • FAX 850-875-2008

211 EAST 11TH STREET  
PANAMA CITY, FL 32401-2938  
850-769-3581 • FAX 850-785-2041

133 STAFF DRIVE, SUITE B  
FT. WALTON BEACH, FL 32548-5050  
850-862-3279 • FAX 850-862-6327

118 SOUTH BAYLEN STREET  
PENSACOLA, FL 32502-5800  
850-432-8222 • FAX 850-432-4229

**47**



2011-12-19  
DEPT. OF TREASURY

10000 N. Central Expressway  
Suite 1500  
Dallas, TX 75231-4177  
USA

Main +1 214-863 5500  
Fax +1 214 863 5501

December 19, 2011

milliman.com

Lynn Lanier  
Deputy Administrator  
Gulf County  
1000 Cecil G. Costin Sr., Blvd., Room 302  
Port St. Joe, FL 32456

# INVOICE

## Professional Services that may not be paid from plan assets

Final billing for full GASB 45 valuation for fiscal year ending 9/30/2011 5,000.00  
(\$10,000 billed in all)

**Total Amount Due** **\$5,000.00**

BLU634

Invoice No. 082-GCF03:121

Milliman, Inc. EIN:  
**91-0675641**

An ERISA employee benefit plan is permitted to pay certain reasonable expenses to administer the plan if its terms authorize the payment of such expenses. The plan administrator is the fiduciary with the responsibility to decide which expenses may be paid by the plan and should rely on legal counsel for advice with respect to this issue. The allocation of fees above, if categorized as payable or not payable from the plan, are based on our understanding of Department of Labor guidelines and should not be construed as our acting in a fiduciary or legal capacity.

**BCC APPROVED**

DATE \_\_\_\_\_ D.C. \_\_\_\_\_  
ACCT. # 2111 - 31000

2012 JAN 19 PM 1:05  
RECEIVED FOR PROGRAM  
ADMINISTRATOR  
GULF COUNTY  
FLORIDA

1-24-12 48





HELPING HANDS  
HAPPY HEARTS!

# St. Joseph Bay Humane Society

1007 Tenth St., Port St. Joe, FL 32456  
850-227-1103 Ph • 850-227-1191 Fax  
[www.SJBHumaneSociety.org](http://www.SJBHumaneSociety.org)

# 50

FSC 509 (a) (1)

Section 501 (c) (3)

EIN 59-34887791

ID# 31462

TO:

Warren Yeager, Jr., Chairman  
Gulf County Board of County Commissions  
Don Butler, Gulf County Administrator

FOR:

Housing & Care of Gulf County animals at the St. Joseph Bay Humane Society

DATE: 1-4-2012

DESCRIPTION	TOTAL ANIMALS	RATE	AMOUNT
For the care & housing of all animals delivered to St. Joseph Bay Humane Society for the month of:  <b><u>December 2011</u></b>	<b><u>67</u></b>	\$49/ animal	<b><u>\$3283</u></b>
For the care & housing of dangerous animals, after 5 days & until case is resolved. Total days are _____ days for _____ animals.	<b><u>0</u></b>	\$9/ day	<b><u>\$0</u></b>
<b>TOTAL:</b>			<b><u>\$3283</u></b>

FILED FOR RECORD  
CLERK OF DISTRICT COURT  
GULF COUNTY, FLORIDA  
2012 JAN 18 PM 1:05

**BCC APPROVED**  
DATE \_\_\_\_\_ D.C. \_\_\_\_\_  
ACCT. # 43262-82000

### APPROVED FOR PAYMENT

Date 1-10-12 D.H. LF  
Acct. # 43262-82000

Please send payment to:

SJBHS  
Attn: Melody Townsend  
1007 Tenth St.  
Port St. Joe, FL 32456

For questions about this invoice, please call Melody Townsend at (850) 227-1103.

CONSENT  
DATE: 1-24-12 **50C**

DECEMBER 2011 County Intakes

DATE	CO#	Description/Breed	SEX	COLOR	AGE	LOCATION	RESP
12/01/11	3335	bulldog mix	m	brindle	1 yr	211 Walnut	WEWA
12/01/11	3336	cat	m	orange	1 yr	3951 Hwy 386	CO
12/01/11	3337	red bone hound	m	red	2 yrs	Douglas Landing	CO
12/01/11	3338	benji dog	m	cream	2 yrs	Liberty Manor	PSJ
11/26/11	3340a	shephard/lab mix	f	brn/brindle/blk	10 mos	205 Marvin Ave., PSJ	PSJ
11/26/11	3340b	shephard/lab mix	f	brn/brindle/blk	12 wks	205 Marvin Ave., PSJ	PSJ
11/26/11	3340c	shephard/lab mix	m	brn/brindle/blk	12 wks	205 Marvin Ave., PSJ	PSJ
12/05/11	3343a	bulldog	m	blue	2 yrs	Hwy 71, Red Roof BBQ	WEWA
12/05/11	3343b	bulldog	f	tan	2 yrs	Hwy 71, Red Roof BBQ	WEWA
12/08/11	3344a	tiny wire hair	m	brown	4 mos	133 Oak Ave, Burgess Circ.	CO
12/08/11	3344b	fluffy	f	white/brown	2 yrs	133 Oak Ave, Burgess Circ.	CO
12/08/11	3344c	chihuahua	f	multi	old	133 Oak Ave, Burgess Circ.	CO
12/08/11	3345a	bulldog mix	f	tan	12 w	Parker Farms Campground	CO
12/08/11	3345b	bulldog mix	f	tan	12 w	Parker Farms Campground	CO
12/08/11	3345c	bulldog mix	f	black	12 w	Parker Farms Campground	CO
12/09/11	3346	feline	m	blue	2 yrs	1406 Long Ave.	PSJ
12/09/11	3347	dachsund	m	brown	3 yrs	Robbins Ave, PSJ	PSJ
12/09/11	3348	feline	f	black	1 yr	309 E River Rd, Wewa	PSJ
12/09/11	3349a	walker hound	f	tri color	2 yrs	Old Transfer Rd. Wewa	CO
12/09/11	3349b	hound/bulldog mx	f	tri color	pup	Old Transfer Rd. Wewa	CO
12/10/11	3350	feline	f	blk/wht	8 mos	164 E Orange	WEWA
12/13/11	3351	bulldog mix	m	brown	1 yr	1760 Hwy 22A, Wewa	CO
12/13/11	3352a	wolf/husky hybrid	m	brn/wht	5 yrs	8894 Hwy 386	CO
12/13/11	3352b	wolf/husky hybrid	m	cream	5 yrs	8894 Hwy 386	CO
12/13/11	3352c	wolf/husky hybrid	f	cream	7 yrs	8894 Hwy 386	CO
12/14/11	3353	GSD- pure bred	m	stnd	2 yrs	288 Poplan, Burgess Creek	CO
12/15/11	3354	toy fox terrier	m	red/wht	1 yr	6290 Gainley, 5 Acre Farm	CO
12/19/11	3355a	bulldog/lab mix	m/f	blk/brn	11 wks	6924 Hwy 71, White City	CO
12/19/11	3355b	bulldog/lab mix	m/f	blk/brn	11 wks	6924 Hwy 71, White City	CO
12/19/11	3355c	bulldog/lab mix	m/f	blk/brn	11 wks	6924 Hwy 71, White City	CO
12/19/11	3355d	bulldog/lab mix	m/f	blk/brn	11 wks	6924 Hwy 71, White City	CO
12/19/11	3355e	bulldog/lab mix	m/f	blk/brn	11 wks	6924 Hwy 71, White City	CO
12/19/11	3355f	bulldog/lab mix	m/f	blk/brn	11 wks	6924 Hwy 71, White City	CO

12/19/11	3355g	bulldog/lab mix	m/f	blk/brn	11 wks	6924 Hwy 71, White City	CO
12/19/11	3355h	bulldog/lab mix	m/f	blk/brn	11 wks	6924 Hwy 71, White City	CO
12/20/11	3356a	amstaff mix	f	blue	2 yrs	920 W Rotehrford, Jones Homestead	CO
12/27/11	3356b	amstaff mix	m/f	mostly black	nb	920 W Rotehrford, Jones Homestead	CO
12/27/11	3356c	amstaff mix	m/f	mostly black	nb	920 W Rotehrford, Jones Homestead	CO
12/27/11	3356d	amstaff mix	m/f	mostly black	nb	920 W Rotehrford, Jones Homestead	CO
12/27/11	3356e	amstaff mix	m/f	mostly black	nb	920 W Rotehrford, Jones Homestead	CO
12/27/11	3356f	amstaff mix	m/f	mostly black	nb	920 W Rotehrford, Jones Homestead	CO
12/27/11	3356g	amstaff mix	m/f	mostly black	nb	920 W Rotehrford, Jones Homestead	CO
12/27/11	3356h	amstaff mix	m/f	mostly black	nb	920 W Rotehrford, Jones Homestead	CO
12/27/11	3356i	amstaff mix	m/f	mostly black	nb	920 W Rotehrford, Jones Homestead	CO
12/27/11	3356j	amstaff mix	m/f	mostly black	nb	920 W Rotehrford, Jones Homestead	CO
12/27/11	3356	amstaff mix	m/f	mostly black	nb	920 W Rotehrford, Jones Homestead	CO
12/20/11	3357	kitten	m	wht/blk	12 wks	575 Madison	PSJ
12/21/11	3358	kitten	m	orange	13 wks	North Side	PSJ
12/27/11	3359	hound dog	m	stnd	1 yr	Dixie Bell Motel	CO
12/27/11	3360a	bulldog	f	wht w/ blk	1.5 yrs	324 Dogwood, Wewa	WEWA
12/27/11	3360b	bulldog mix	m/f	blk & wht	6 wks	324 Dogwood, Wewa	WEWA
12/27/11	3360c	bulldog mix	m/f	blk & wht	6 wks	324 Dogwood, Wewa	WEWA
12/27/11	3360d	bulldog mix	m/f	blk & wht	6 wks	324 Dogwood, Wewa	WEWA
12/27/11	3360e	bulldog mix	m/f	blk & wht	6 wks	324 Dogwood, Wewa	WEWA
12/27/11	3360f	bulldog mix	m/f	blk & wht	6 wks	324 Dogwood, Wewa	WEWA
12/28/11	3361a	cat	m	black	adult	512 Gulf Aif Dr	CO
12/28/11	3361b	cat	f	white	adult	512 Gulf Aif Dr	CO
12/29/11	3362a	cat	m/f	multi	adult	Hummingbird, Overstreet	CO
12/29/11	3362b	cat	m/f	multi	adult	Hummingbird, Overstreet	CO
12/29/11	3362c	cat	m/f	multi	adult	Hummingbird, Overstreet	CO
12/29/11	3362d	cat	m/f	multi	adult	Hummingbird, Overstreet	CO
12/29/11	3362e	cat	m/f	multi	adult	Hummingbird, Overstreet	CO
12/30/11	3363a	lab mix	m	black	2 yrs	122 Hilly Circl, Douglas Landing	CO
12/30/11	3363b	basset hound	f	tan/wht	2 yrs	122 Hilly Circl, Douglas Landing	CO
12/30/11	3364	chihuahua	m	tan/wht	adult	1845 Stonemill Creek Rd, Wewa	CO
12/30/11	3365	poodle	m	cream	1 yr	Hungry Howies parking lot	PSJ
12/31/11	3366	lab mix	m	black	12 wks	? Need location	CO



100 Connecticut Avenue, NW  
Suite 300  
Washington, D.C. 20036  
202.331.8500  
302.344.1599 fax

Invoice Number 0212175  
Invoice Date February 01, 2012  
PO Number  
Contract  
Project 0711-GULFCOUNTY  
Page 1 of 1

2  
Gulf County  
2012 JAN 18 PM 1:05

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

Manager Valerie L. Gelnovatch

Retainer for the month of February 1 through February 28, 2012 6,500.00

Invoice Total

6,500.00

*This invoice is due upon receipt*

Please return yellow copy with payment.

FILED FOR RECORD  
2012 JAN 18 PM 1:05

**BCC APPROVED**

DATE \_\_\_\_\_ D.C. \_\_\_\_\_

ACCT. # 21111 - 31200

CONSENT  
DATE 1-24-12 **53**  
LL

Invoice Date	Invoice Number	Description	Invoice Amount
01/11/2012	76	SECURE ARTIST BILLY DEEN APRIL	\$3,250.00

Vendor No.	Vendor Name	Check No.	Check Date	Check Amount
5832	FROM THE HEART	00091220	01/12/2012	\$3,250.00



**GULF COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
**GENERAL FUND**  
 1000 CECIL G. COSTIN SR. BLVD  
 PORT ST. JOE, FLORIDA 32456

Vendor Number: 5832  
 Check Date: 01/12/2012  
 Check Number: 00091220  
 VOID 90 DAYS FROM DATE OF ISSUE

**\$3,250.00**

Pay Three Thousand Two Hundred Fifty Dollars and 00 cents \*\*\*\*\*

To The Order Of FROM THE HEART  
 P.O. BOX 399  
 55 ROSE STREET  
 SOPCHOPPY FL 32358

**FILE COPY**  
**NON-NEGOTIABLE**

# From The Heart Music Hour

# Invoice

55 Rose St.  
P. O. Box 399  
Sopchoppy, FL 32358  
850-962-5282

5832

Date	Invoice #
1-11-2012	76

fromtheheartrecordingstudio@gmail.com  
www.fromtheheartofsopchoppy.com

**Bill To**

Gulf County Board of County Commissioners  
c/o Gulf County TDC

Terms	Due Date
	1-11-2012

Description	Amount
Secure artist services Billy Dean for From The Heart Music Hour event to be held in Gulf County April 6, 7 & 8, 2012.	3,250.00

Due Upon Receipt

We appreciate your prompt payment.

**Sales Tax (7.0%)** \$0.00

**Total** \$3,250.00

**Payments/Credits** \$0.00

**Balance Due** \$3,250.00

33,250.00  
POSTAL 003 22452-48000 DB  
AUTHORIZED [Signature] 1-12-12  
TV show/From the Heart

**Darla Lyle**

---

**From:** bnorris@gulfclerk.com  
**Sent:** Thursday, January 12, 2012 6:41 AM  
**To:** Carla Hand; Darla Lyle; Kari Summers  
**Cc:** Becky Norris  
**Subject:** Fw: Review and Instruction of County Chairman to invoke Emergency Account Payable Procedure

Sent from my Verizon Wireless BlackBerry

**From:** "Jeremy Novak" <jtnovak@novaklaw.us>  
**Date:** Thu, 12 Jan 2012 01:10:25 -0500  
**To:** 'Becky Norris, Clerk' <bnorris@gulfclerk.com>  
**Cc:** 'Don Butler' <dbutler@gulfcounty-fl.gov>; 'Bill Williams' <commissioner3@gulfcounty-fl.gov>; 'Warren Yeager Jr.' <commissioner5@gulfcounty-fl.gov>; 'Ward McDaniel' <commissioner2@gulfcounty-fl.gov>; <commissioner1@gulfcounty-fl.gov>; <commissioner4@gulfcounty-fl.gov>; 'Carla Hand, Budget & Fin' <chand@gulfclerk.com>; 'Kari Summers' <ksummers@gulfclerk.com>; <tim@visitgulf.com>  
**Subject:** Review and Instruction of County Chairman to invoke Emergency Account Payable Procedure

**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](mailto:JTNovak@novaklaw.us)

*DATE AND TIME OF MEETINGS • SECOND AND FOURTH TUESDAY AT 6:00 P.M., E.T.*

January 11, 2012

**Via Electronic Mail**

Honorable Rebecca L. Norris

Clerk of the Circuit Court

1000 Cecil Costin Blvd.

Port St. Joe, Florida 32456

**Re:** Payment of Special Event Deposit pursuant to County Resolution 2002-16

Dear Mrs. Norris:

Please accept this letter in furtherance of our meeting earlier today and in confirmation of my subsequent meetings with both the County Administrator and County Commission Chairman. Additionally, please excuse the informal nature of its submission through electronic mail, the urgency of the matter and time sensitive nature dictate its immediate delivery and distribution.

As a result of my meetings with you as well with the County Administrator and County Commission Chairman and in direct response to the inquiry and request, I have summarized the findings, instructions and final authorization permitted by County Policy enabling the County Chairman to authorize the immediate emergency payment of a qualified account payable.

In review and confirmation of the January 10<sup>th</sup> County Commission meeting discussion; in review of the Tourist Development Council minutes of December 6<sup>th</sup>; the communications, request and representations of the vendor to the County and its staff; the potential impact and hardship presented to the County for failure to perform and finally the direction and clear instructions provided by the Administrator and Commission Chairman this afternoon I submit this letter request for your immediate issuance and satisfaction of the invoice #76 submitted today by From the Heart Music Hour pursuant to Gulf County Resolution No. 2002-16 "A Resolution amending resolution 91-11, adopting an accounts payable procedure for the Gulf County Board of County Commissioners."

As you will recall from our discussion earlier today County staff received notice of the pending expiration of time and the necessary deposit required for a scheduled special event in Gulf County for April 6, 7 and 8. The vendor advised the County staff of this deadline and requested direction and assistance on the proper procedures to follow for meeting its commitment and obligations made on behalf of the County. Upon further discussion and review of the matter, I was able to establish that the vendor was seeking payment for the initial deposit for the special artist scheduled to appear and perform in Gulf County during the above dates. The vendor had been notified that its invoice for services were discussed at the regular Commission meeting the night earlier and was advised that the time of the essence component was not disclosed nor introduced to the Commission and that their remained a need for an agreement establishing his scope of services prior to approved payment of his production and sound services.

Subsequently, in review this afternoon with your County Clerk staff of the recorded copy of the meeting it was confirmed that the submission as a whole from the vendor was tabled. Further, in my discussions per the direction of the Administrator and County Chairman with the vendor it was explained that the deposits necessary to secure the performer were soon to expire and the event would be forfeited and obligations and agreements made on behalf of the County potentially breached.

Pursuant to Resolution 2002-16 adopted by the County Commission on May 28, 2002, most notably Section 5, states the "Chairman is authorized to approve payment of any legal invoice, statement, or bill outside the monthly pay period without approval of the Board on an emergency basis." In final review of the facts and matter surrounding these events and following detailed discussions with the Administrator and County Commission Chairman, they have deemed this request and invoice an "emergency basis". The Administrator and Chairman have reviewed in depth the request of the vendor in conjunction with the underlying unanimous vote and support of the County advisory board. They have also inquired of my office and discussed the potential legal impacts of the vendor in good faith acting on the support of the County's agent (TDC) in the capacity as an advisory board providing initial approval for funding that the vendor initially committed to securing the artist performance and dates. The potential required actions of the vendor also were discussed which included the immediate notice to all parties and subcontractors of potential rescission where available or breach in specific commitments and the direct impacts and liabilities then created for the County.

Further, Resolution 2002-16 Section 5 specifically states the issue must be "connected to the payment addressed by the Board in a public meeting with a majority unopposed to the issue. The Clerk's office shall issue payment for invoices approved in this manner." Finally, the resolution requires "each such invoice paid on the emergency basis, upon the

approval of the Chairman, shall be reported to the entire Board at their next regular meeting for its information and ratification."

Therefore, in review of the recitation of facts and representations provided to the County which include: the recommendation of the County advisory board, the recommendation of the Executive Director to the County Commission and Administrator, the potential exposure to damages and liability for the County in lieu of any breached agreements by vendor, the expiration and forfeiture of the County special event due to the pending procedural review and delay of the independent sound and production service agreements, as well as the review and confirmation of the discussion by the Commission members in its January 10<sup>th</sup> meeting during which the merit of the special event was discussed and specifically supported by Commission members despite the matter being tabled due to a request in part for a bifurcation of the various services and funding; all collectively support the County Chairman's ability to review and determine that the matter is appropriately addressed and remedied through the standing County policy for emergency settlement of the specific account payable.

Consistent with the above resolution and subsequent summary and finding of fact, the County Commission Chairman has verbally declared to myself and the County Administrator that this vendor's request for satisfaction of the time sensitive initial deposit is consistent with the terms and conditions set forth by the County policy. Finally, under the application of the above resolution and direction of the County Chairman and Administrator I respectfully submit this written request for your immediate payment and satisfaction of the subject invoice no. 76 in the amount of \$3,250.

Should you have any questions or further request in this regard, please contact me immediately so I may assist and address your concerns.

Respectfully submitted,

Jeremy T.M. Novak

Gulf County Attorney

- cc: Bill Williams, Chairman of Gulf County Commission
- Don Butler, County Administrator
- Tourist Development Council Staff
- Gulf County Commission

*Jeremy T.M. Novak, Esq.*  
**Novak Law Group**

402 Reid Avenue  
Port St. Joe, Florida 32456  
t. (850) 229-4700  
f. (850) 229-1148  
[www.novaklaw.us](http://www.novaklaw.us)

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\_\_\_\_\_ Information from ESET NOD32 Antivirus, version of virus signature database 6789 (20120112)  
\_\_\_\_\_

The message was checked by ESET NOD32 Antivirus.

<http://www.eset.com>

# BOARD OF COUNTY COMMISSIONERS GULF COUNTY, FLORIDA

60

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

DATE AND TIME OF MEETINGS: SECOND AND FOURTH TUESDAYS AT 6:00 P.M., E.T.

January 17, 2012

Ms. Lisa Templin-Rayborn  
Director, Partner Relations  
Enterprise Florida  
800 N. Magnolia Avenue, Suite 1100  
Orlando, Florida 32803

RE: EDC for Gulf County

Dear Ms. Templin-Rayborn:

The Gulf County Board of County Commissioners is proud to announce that the Gulf County Chamber of Commerce will be the official Economic Development office in our county effective October 11, 2011. We are confident that the emerging partnership will enhance and maximize the county's opportunity to encourage, promote and recruit businesses to our community.

Contact me at any time if you have any questions or need further information.

Sincerely,  
GULF COUNTY BOARD OF COUNTY COMMISSIONERS

William C. Williams, III  
Chairman

60

CONSENT  
DATE 1-24-12 CC



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: April 28, 2012

Contact: Olga Cemore, Race Director, ph: 850-914-23486 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 is to 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.

Olga Cemore  
 October 30, 2011

**BCC APPROVED**

DATE \_\_\_\_\_ D.C. \_\_\_\_\_

2012 JAN 17 AM 9:18

OFFICE OF THE COUNTY CLERK  
 GULF COUNTY, FLORIDA  
 1000 W. GULF BLVD.  
 PANAMA CITY, FL 32402  
 TEL: 904.231.2200  
 FAX: 904.231.2201  
 WWW.GULFCOUNTYFLORIDA.GOV

Ph 850.867.0117

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

Fax 850.914.2398

CONSENT  
 DATE 1-24-12 61  
 LL

**PUBLIC NOTICE**

**NOTICE IS HEREBY GIVEN** that the Gulf County Board of County Commissioners will hold their second public hearing to consider adoption of an Ordinance with the following title:

**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 2011-2012 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.**

The second public hearing will be held during the Gulf County Board of County Commissioner's Regular Meeting on Tuesday, January 24, 2012 at 6:00 p.m., E.T. in the County Commissioner's meeting room in the Robert M. Moore Administration Building, Gulf County Courthouse Complex, Port St. Joe, Florida.

The public is encouraged to attend and be heard on this matter. The ordinance and contents are on file with the Clerk of Court and at the Planning Department, Room 312 in the Robert M. Moore Administration Building 1000 Cecil G. Costin, Sr. Blvd Port St. Joe, FL.

BOARD OF COUNTY COMMISSIONERS  
GULF COUNTY, FLORIDA

BY: WILLIAM C. WILLIAMS, III, CHAIRMAN

Ad Dates: January 19, 2012

Ad #2012-03

Publish in Legals

Invoice: Gulf County Board of County Commissioners

**ORDINANCE NO. 2012-**

**AN ORDINANCE PER THE REQUIREMENTS OF FLORIDA STATUE 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 2011/2012 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.**

**Whereas**, Florida Statue 163.3177(3)(a) requires each Comprehensive Plan to have a Capital Improvements Element, and

**Whereas**, Florida Statue 163.3177(3)(a)1 requires the Capital Improvements Element to implement a five (5) year capital improvements planning period, and

**Whereas**, the Gulf County Comprehensive Plan Capital Improvements Element has identified the five year capital improvements planning period as the Gulf County Five Year Capital Improvements Schedule, and

**Whereas**, the Gulf County Five Year Capital Improvements Schedule will be submitted for approval after the adoption of the Gulf County Annual Budget, and

**Whereas**, Florida Statue 163.3177(3)(b) requires a Five Year Capital Improvements Schedule to be reviewed annually and amended by ordinance as necessary, and

**Whereas**, Florida Statue 163.3180(1) stipulates that only sanitary sewer, solid waste, drainage and potable water are subject to concurrency on a statewide basis, and

**Whereas**, Gulf County under the provisions of Florida Statue 163.3180(1) and 163.3180(1)(a) has opted to continue concurrency for transportation, recreation and open space and schools, and

**Whereas**, Gulf County has no roadways that are operating below LOS "D" as specified in the Comprehensive Plan, and

**Whereas**, DOT capital projects or projects subject to DOT grant funding listed in the DOT Five Year Transportation Plan and the Gulf County Capital Improvement Schedule are subject to budget priorities by the State of Florida/DOT and projects may be advanced or delayed as necessary by DOT, and

**Whereas**, Gulf County has no facilities operating below LOS concurrency specified in the Comprehensive Plan, and

**Whereas**, no Gulf County project is needed to eliminate a concurrency deficit, only to maintain, improve or enhance the quality of service, and

**Whereas**, the updated concurrency tacking data is incorporated by reference into the yearly review, and

**Whereas**, Gulf County adopts by reference the Gulf County School District 2011/2012 Work Plan with no financial obligations by Gulf County, and

**Whereas**, the capital improvement projects of the Port of Port St. Joe are referenced as an economic benefit to Gulf County with no financial obligation by Gulf County, and

**Whereas**, projects in the Five Year Capital Improvement Schedule for years 1, 2 and 3 are funded and projects in years 4 and 5 can be funded or projects that are proposed pending funding, and

**Whereas**, the City of Port St. Joe has delayed the construction of the Sports Complex and therefore the Gulf County agreement to match the City of Port St. Joe contributions up to a maximum of \$600,000 has been delayed to the fifth year of the schedule or until the local economy and the burden on the tax payers has improved, and

**Whereas**, the WindMark Annexation Phase III Sewer Project for Beacon Hill by the City of Port St. Joe has delayed the construction date until additional project funding is secured, and

**Whereas**, the Gulf County Board of County Commissioners has made no Goals, Objections or Policy text changes to the Capital Improvements Element, and

**Whereas**, the Gulf County Board of County Commissioners updates the Five Year Capital Improvement Schedule to reflect the planning period of 2011/2012 through 2015/2016, and

**THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF GULF COUNTY, FLORIDA AS FOLLOWS IN EXHIBIT A:**

If any part of this Ordinance is held to be unconstitutionally void or invalid, the validity of the remaining part of the Ordinance shall not be affected thereby.

Any other Ordinance or portion of any Ordinance in force at the time this Ordinance becomes effective, which may be in conflict with the provisions of this Ordinance, shall be deemed to have been replaced and repealed to the extent of such conflict, otherwise, the same shall remain in full force and effect.

This Ordinance shall become effective as provided by law.

**ADOPTED this 24<sup>th</sup> day of January, 2012.**

**GULF COUNTY BOARD OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_

**Bill Williams, Chairman**

**ATTEST**

\_\_\_\_\_  
**Rebecca L. Norris, Clerk**

**EXHIBIT A:**

**2011/2012 - 2015/2016  
Five Year Capital Improvements Schedule Updates  
and by reference the  
Yearly Data Updates for Concurrency Tracking  
and  
Gulf County School Board 2011/2012 Work Plan**

## PUBLIC NOTICE

**A Public Hearing will be held at the Planning and Development Review Board (PDRB) meeting on Monday, January 16 , 2012 at 8:45 a.m. EST, and at the Board of County Commissioners (BOCC) meeting on Tuesday, January 24, 2012 at 6:00 p.m. EST. Both public hearings will be held in the BOCC Meeting Room at the Robert M. Moore Administration Building, 1000 Cecil G. Costin Sr. Blvd., Port St. Joe, Florida. The public hearings will be to discuss and act on the following:**

1. Variance Application - by Michael Weitman - for Parcel ID # 006268-119R - Located in Section 18, Township 9 South, Range 11 West, Gulf County, Florida - Encroach into a 25' setback by 5'.
2. Variance Application - Bailey's Crab House & Seafood Market - for Parcel 03946-000R - Located in Section 5, Township 7 South, Range 11 West, Gulf County, Florida - Encroach into the roadside setback by 8' and rear setback by 12' for business improvements.
3. Public and Open Discussion
4. Staff

The public is encouraged to attend and be heard on these matters. Information prior to the meeting can be viewed at the Planning Department at 1000 Cecil G. Costin Sr. Blvd., Room 312.

Ad #2011-89

Date: January 5 & 12, 2012

Invoice: Gulf County Planning Department

**Size: Headline no smaller than 18 point**  
**Must be at least 2 columns wide by 10 inches long**  
**Must not appear in the newspaper portions where legal notices and classified advertisements appear**  
**MAP**

Michael Weitman

Bailey's Crab House

