

**BOARD OF COUNTY COMMISSIONERS**

**GULF COUNTY, FLORIDA**

<b><u>AGENDA</u></b>	<b><u>NOVEMBER 8, 2011</u></b>	<b><u>TIME / PAGE NO.</u></b>
1. Meeting Called to Order . . . . .		6:00 p.m.
2. Consent Agenda . . . . .		1-63
3. Public Hearing – Re-districting Map . . . . .		64-74
4. County Staff Business		
5. Board Business		
6. 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

November 8, 2011

1. Approval of Checks and warrants for October, 2011 which are incorporated herein by reference, pursuant to Chapter 136.06 F.S.
2. Agreement – Bike Florida, Inc. (Honeyville Community Center \* March 26-27, 2011) . . . . . 1-4  
Agreement – Section 125 Pre-Tax Premium Plan . . . . . 5-19  
Agreement – Statewide Mutual Aid (Representative Designation \* Primary Representative - Marshall Nelson, 1<sup>st</sup> Alternate - Ben Guthrie) . . . . . 20-21
3. Bid Advertisement – Mosquito Control (Data Management Hardware/ Software) . . . . . 22
4. Bid Rejection #1011-14 (Leasing of Industrial Park Building) . . . . . 23-24  
Bid Rejection #1011-15 (Grass Cutting) . . . . . 25-26
5. Engagement Letter – Roberson & Associates, P.A./Vance CPA, LLC (Audit Services T.D.C.) . . . . . 27-29
6. Invoices – County Attorney Jeremy Novak (Invoice 10/15/11-10/31/11 \* \$6,323.05 \* to be paid from Account #21314-31100) 30-32
  - C.W. Roberts Contracting, Inc. – Beaches Resurfacing Project (Application #1 \* \$258,510.84 \* \$144,939.22 to be paid from Account #233541-63000 - SCRA1 \* \$5,023.28 \* to be paid from Account #233541-63000 - SCRA2 \* \$39,292.58 \* to be paid from Account #233541-63000 - SCRA3 \* \$808.04 \* to be paid from Account #223541-63000 – SCRA4 \* \$68,447.72 \* to be paid from Account #223541-63000 – SCRA5) 33-40
  - C.W. Roberts Contracting, Inc. – Cape San Blas Shared Use Path Phase 3 (Application #4 \* \$145,283.86 \* to be paid from Account #40341-53000) . . . . . 41-44
  - GAC Contractors – C.I.G.P. - Iola Road Paving Project (Invoice #26302 \* \$144,130.88 \* to be paid from Account #40741-63000) . . . . . 45-48
7. Resolution – Section 125 Pre-Tax Premium Plan . . . . . 49  
Resolution – Seven County Coalition – Deepwater Horizon Oil Spill . . . . . 50-63

BOARD OF COUNTY COMMISSIONERS  
GULF COUNTY, FLORIDA

CHIEF ADMINISTRATOR'S OFFICE

Donald Butler, Chief Administrator

1000 CECIL G. COSTIN, SR. BLVD., ROOM 302, PORT ST. JOE, FLORIDA 32456

PHONE: (850) 229-6111/639-6700 • FAX: (850) 229-9252 • EMAIL: dbutler@gulfcounty-fl.gov

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

MEMORANDUM

TO: GULF COUNTY BOARD OF COUNTY COMMISSIONERS

FROM: LYNN LANIER, DEPUTY ADMINISTRATOR *LL*

DATE: October 27, 2011

RE: Letter of Agreement with Bike Florida

Recommend approval of the attached LOA for Bike Florida. Attorney has reviewed and made appropriate changes to this agreement for Bike Florida to use the Honeyville Community Center for the dates indicated in the LOA. They will rent the facility as well as pay the required deposits.

Thank you.

2011 OCT 27 11:11 AM  
CLERK OF COUNTY COMMISSIONERS  
GULF COUNTY, FLORIDA

CARMEN L. McLEMORE  
District 1

WARD McDANIEL  
District 2

BILL WILLIAMS  
District 3

TAN SMILEY  
District 4

WARREN YEAGER  
District 5

CONSENT  
DATE 11-8-11 LL



P.O. Box 1506  
Tallahassee, FL 32302  
Tel: (850) 544.5040  
Website: [www.bikeflorida.org](http://www.bikeflorida.org)  
E-mail: [Ken@bikeflorida.org](mailto:Ken@bikeflorida.org)

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**BIKE FLORIDA INC. &  
SHARE THE ROAD CAMPAIGN**

## LETTER OF AGREEMENT

**BIKE FLORIDA, INC** is staging a large, cross-county, multiple-day bicycle camping tour, for its 19<sup>th</sup> year, from March 24<sup>th</sup> through March 30<sup>th</sup>, 2012. The ride requires over-night stops in several towns throughout several counties in North Florida and North West Florida. It is the desire of **BIKE FLORIDA, INC.** to enter into this agreement with Gulf County. Bike Florida would like to utilize the Honeyville Community Center at 240 Honeyville Drive, Wewahitchka Fl 32465 as our "overnight, inside and outside camping" from 8 am Monday morning March 26<sup>th</sup> until 10 am Tuesday March 27<sup>th</sup>, 2012 as outlined in the executed reservation agreement between Bike Florida Inc. and Gulf County.

This letter of agreement spells out the roles of Bike Florida.

**BIKE FLORIDA, INC.** will:

1. Provide liability insurance coverage, listing any additionally insured required.
2. Adhere to all the Gulf County policies governing the use of the Honeyville Community Center and Gulf County public facilities.
3. Bike Florida, Inc. shall maintain the Center in the same or better condition as of the date of occupancy and per the rental agreement. In the event that Bike Florida, Inc. must vacate the Center under the provisions hereof, the Community Center shall be left in as good condition as on the date of entry, and any improvements made to the Center or surrounding property shall inure to Gulf County's benefit and Bike Florida, Inc. expressly waives any reimbursement therefor.
4. Provide a deposit and rental fee as dictated by the rental agreement.
5. Bike Florida, Inc. in consideration of the use of the Honeyville Community Center for its overnight facility hereby voluntarily assumes all risks of loss or damage of any type that may arise due to or during the course of its occupancy of the community center and its surrounding grounds.
6. Bike Florida, Inc. agrees to release, hold harmless and indemnify Gulf County, Florida, from any loss, damage, liability, claim, costs or expense and including reasonable attorney's fees, and claims inclusive of claims of third parties which may be made against Gulf County by reason of the limited use and occupancy of said premises including damages to real or personal property, injury or death, arising from, or in connection with the utilization of the Honeyville Community Center and its surrounding grounds during this unique, exclusive one day event of occupancy.
7. Bike Florida, Inc. hereby acknowledges that this agreement is for the one time occupancy, use and utilization of the Honeyville Community Center and its surrounding grounds, amenities, utilities and infrastructure and shall terminate immediately upon completion of said event at 10 a.m. Tuesday March



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P.O. Box 1506  
Tallahassee, FL 32302  
Tel: (850) 544.5040  
Website: [www.bikeflorida.org](http://www.bikeflorida.org)  
E-mail: [Ken@bikeflorida.org](mailto:Ken@bikeflorida.org)

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**BIKE FLORIDA INC. &  
SHARE THE ROAD CAMPAIGN**

27<sup>th</sup>, 2011.

8. This Agreement shall not create nor shall it be construed to create a Landlord-Tenant relationship.
9. Any breach or default on the part of Bike Florida, Inc. with respect to any of the provisions and agreements set forth herein shall forthwith terminate any further right of Bike Florida, Inc. to use and occupy the said premises.

**THE HOST FACILITY**, Gulf Counties, Honeyville Community Center, agrees to the following:

We would like to utilize the facility in the following ways:

- 1- Use of grounds and building for indoor and outdoor camping for approximately 250 cyclists. Most of which, 150 +/- will outdoor camp outside.
- 2- Adequate access to parking & streets to allow for best location of event vehicles and equipment such as a Shower Truck, Concessionaires, Staff and participant vehicles. The blocking of some streets might be required as allowed by local rules and ordinances. Appropriate applications are the responsibility of Bike Florida.
- 3- The shower truck requires access to a "Gray Water" dump site. This might be a storm water drain, direct sewer access via a manhole cover or the sewer "clean out" drain common on the outside of most buildings.
- 4- Allow for the food service within and around the center. Inside service limited to areas designated for such use.

**BIKE FLORIDA, INC.** and the **HOST FACILITY** shall perform as independent organizations and not as agents, representatives or employees of the other.

Neither party has the right to contractually bind the other to sponsor nor make other agreements without the expressed written consent of the other.

- This agreement shall begin on the date signed and continue until the **BIKE FLORIDA, INC.** riders and staff, depart from the **HOST FACILITY** on the date and time indicated above.

**BIKE FLORIDA, INC.**

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Ken Foster Rider Director,  
Bike Florida 2012, Forgotten Coast Tour  
PO Box 1506  
Tallahassee, FL 32302



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P.O. Box 1506  
Tallahassee, FL 32302  
Tel: (850) 544.5040  
Website: [www.bikeflorida.org](http://www.bikeflorida.org)  
E-mail: [Ken@bikeflorida.org](mailto:Ken@bikeflorida.org)

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**BIKE FLORIDA INC. &  
SHARE THE ROAD CAMPAIGN**

Phone: (850) 544.5040  
Email address: [ken@bikeflorida.org](mailto:ken@bikeflorida.org)  
Website: [www.bikeflorida.org](http://www.bikeflorida.org)

**HOST FACILITY:**

Gulf County Honeyville Community Center

Facility name: *Honeyville Community Center*

Facility Representative: Sherry Paul \_\_\_\_\_

Title: Staff Assistant \_\_\_\_\_

Signature: \_\_\_\_\_

Phone: 850-227-1401 \_\_\_\_\_ Fax: 850-229-9521 \_\_\_\_\_

Email address: [spaul@gulfcounty-fl.gov](mailto:spaul@gulfcounty-fl.gov) \_\_\_\_\_

Checks should be payable to: Gulf County Board of County Commissioners \_\_\_\_\_

Facility/School's Federal ID #: 59-6000627 \_\_\_\_\_

Full Address: 240 Honeyville Drive, Wewahichka, Florida 32465 \_\_\_\_\_

24-hour Contact and Phone #: Lynn Lanier 850-227-8973 \_\_\_\_\_



**ADOPTION INFORMATION**

**PLAN NAME:** Gulf County Board of County Commissioners Pre-Tax Premium Plan

**AFFILIATED EMPLOYERS WITH EMPLOYEES**

**ELIGIBLE TO PARTICIPATE UNDER THIS PLAN:** Gulf County Supervisor of Elections  
Gulf County Tax Collector  
Gulf County Clerk of Circuit Court  
Gulf County Sheriff's Office  
Gulf County Property Appraiser

**EMPLOYEE CLASSIFICATION:** Employees eligible to participate in the contracted plans.

**PLAN TYPE:** Section 125 Pre-Tax Premium Plan

**EMPLOYER NAME AND ADDRESS:** Gulf County Board of County Commissioners  
1000 Cecil G. Costin, Sr. Boulevard  
Port St. Joe, FL 32456

**EMPLOYER FEDERAL TAX ID NUMBER:** 56-6000627

**PLAN NUMBER:** 501

**ORIGINAL EFFECTIVE DATE:** February 13, 1990

**EFFECTIVE DATE WITH UNITEDHEALTHCARE BENEFIT SERVICES:** October 1, 2011

**PLAN YEAR:** October 1 - September 30

**PLAN ADMINISTRATOR, PLAN SPONSOR AND**

**SERVICE OF LEGAL PROCESS NAME AND ADDRESS:** Gulf County Board of County Commissioners  
1000 Cecil G. Costin, Sr. Boulevard  
Port St. Joe, FL 32456

**PLAN SERVICE PROVIDER:** ProcessWorks, Inc.  
a *UnitedHealthcare Company*  
P.O. Box 2490  
Brookfield, WI 53008-2490  
1-888-868-2492  
www.myprocessworks.com

2011 OCT - 2 PM 11:54

OFFICE OF THE CLERK OF CIRCUIT COURT  
GULF COUNTY, FLORIDA

SENT 11/8/11 5:00

PRE-TAX PREMIUM PLAN DOCUMENT

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## ARTICLE 1 - ESTABLISHMENT AND PURPOSE OF THE PLAN

**1.1 Establishment of Plan:** The Employer hereby establishes this Plan for the benefit of its Employees. The terms of the Plan will be legally enforceable, and shall be administered for the exclusive benefit of Participants and their beneficiaries.

**1.2 Purpose of the Plan:** The purpose of this Plan as adopted by the Employer is to allow an eligible Employee to choose between (1) cash, (2) coverage under the Insurance Plan(s) on a nontaxable basis, and (3) coverage under the Insurance Plan(s) on a taxable basis.

**1.3 Cafeteria Plan Status:** The Plan is intended to qualify as a "Cafeteria Plan" under Section 125 of the Internal Revenue Code, and is to be interpreted in a manner consistent with the requirements of Section 125.

## ARTICLE 2 - DEFINITIONS AND CONSTRUCTION

**2.1 "Adoption Information"** means the document attached hereto, which is part of this Plan.

**2.2 "Cash in Lieu of Benefits"** means dollars provided by the Employer for each eligible Employee who waives out of health insurance coverage provided by the Employer.

**2.3 "Code"** means the Internal Revenue Code of 1986, as amended from time to time. Reference to any section or subsection of the Code includes reference to any comparable or succeeding provisions of any legislation which amends, supplements or replaces such section or subsection.

**2.4 "Construction"** words denoting the masculine gender shall include the feminine gender, the singular includes the plural and vice-versa, unless the context clearly indicates otherwise.

**2.5 "Dependent"** means any individual who qualifies as a dependent under an Insurance Contract or under Code Section 152 (as modified by Code Section 105(b)) or as amended by any final regulation or ruling of the Internal Revenue Service. Any child of a Plan Participant who is determined to be an alternate recipient under a qualified medical child support order under ERISA Sec. 609 shall also be considered a Dependent under this Plan.

Dependent shall include any child of a Participant who is covered under an Insurance Contract, as defined in the Contract, as allowed by reason of the Affordable Care Act.

A Participant's "Child" includes his natural child, stepchild, foster child, adopted child, or a child placed with the Participant for adoption. An Employee's Child will be an eligible Dependent until reaching the limiting age of 26, without regard to student status, marital status, financial dependency or residency status with the Participant or any other person. When the child reaches the applicable limiting age, coverage will end.

The phrase "placed for adoption" refers to a child whom the Participant intends to adopt, whether or not the adoption has become final, who has not attained the age of 18 as of the date of such placement for adoption. The term "placed" means the assumption and retention by such Participant of a legal obligation for total or partial support of the child in anticipation of adoption of the child. The child must be available for adoption and the legal process must have commenced.

- 2.6 "Effective Date"** means the Effective Date as set forth in the Adoption Information.
- 2.7 "Employee"** means any individual employed by the Employer or where applicable, an affiliate of the Employer within the controlled group of the Employer under Section 414(b), (c) or (m) of the Code.
- 2.8 "Employer"** means the Employer named in the Adoption Information.
- 2.9 "Insurance Plan(s)"** means any insurance contract or self-funded plan the Employer maintains to provide certain benefits to the Employees or their beneficiaries and which are available to Employees that relate to participation under this Plan, and are paid for, in whole or in part, by the Employees.
- 2.10 "Participant"** means an Employee of the Employee classification stated in the Adoption Information who meets the eligibility requirements under the Plan and is a Participant in accordance with Article 3.
- 2.11 "Plan"** means this Cafeteria Plan as set forth herein, together with the Adoption Information and any and all amendments and supplements hereto. If there is a conflict between this Pre-Tax Premium Plan and the regulations, the regulations will govern.
- 2.12 "Plan Administrator and Sponsor"** means the person or entity named as Plan Administrator and Sponsor in the Adoption Information or such other person or entity as may be appointed from time to time by the Employer to supervise the administration of the Plan. If no person or entity is so named or appointed, the Employer is the Plan Administrator and Sponsor.
- 2.13 "Plan Year"** means the 12 month period specified in the Adoption Information. Any year in which the Plan is in effect less than a 12 month period shall be termed a short Plan Year.

### ARTICLE 3 - ELIGIBILITY AND PARTICIPATION

- 3.1 Eligibility:** All Employees of the Employee classification stated in the Adoption Information who are actively employed and who are enrolled in at least one Insurance Plan covered by this Plan are eligible to be a Participant in the Plan as of the Effective Date of this Plan. If hired after the Effective Date, an Employee of the Employee classification stated in the Adoption Information is eligible upon enrolling in an Insurance Plan which is covered by this Plan.
- 3.2 Commencement of Participation:** Each Employee who is enrolled in at least one Insurance Plan (under the enrollment rules of the particular Insurance Plan) becomes a Participant on the later of (a) the Effective Date or (b) the date he becomes eligible to participate in any one of the Insurance Plans covered by this Plan.
- 3.3 Cessation of Participation:** A Participant ceases to be a Participant as of the earlier of (a) the date on which the Plan terminates, (b) the date on which he ceases to be an Employee eligible to participate under Section 3.1 or (c) the date on which a specific coverage or benefit is discontinued.
- 3.4 Reinstatement of a Former Participant:** A former Participant becomes a Participant again if and when he meets the eligibility requirements of Section 3.1.

## ARTICLE 4 - ELECTIONS AND PROCEDURES

**4.1 Manner of Elections:** As to any Insurance Plan in which a Participant is enrolled (under the enrollment rules of the particular Insurance Plan), the Participant may elect under this Plan for any Plan Year one of the following three benefits:

- (a) Enrollment in the Insurance Plan on a pre-tax basis, with the Employee receiving coverage under the Insurance Plan on a nontaxable basis. The Participant elects this nontaxable benefit by enrolling in the Insurance Plan and not executing a "Pre-Tax Premium Plan Waiver".
- (b) No enrollment in the Insurance Plan, with the Employee receiving his full compensation, unreduced for the cost of the Insurance Plan. The Participant elects this taxable benefit by not enrolling in the Insurance Plan.
- (c) Enrollment in the Insurance Plan on a post-tax basis, with the Employer treating the Employee as if he had received his full compensation, unreduced for the cost of the Insurance Plan, and purchased the coverage under the Insurance Plan on an after-tax basis. The Participant elects this taxable benefit by enrolling in the Insurance Plan and executing a "Pre-Tax Premium Plan Waiver".

**4.2 When Elections Are Effective:** An election under Section 4.1(a) is effective for the entire period during which the Employee is enrolled in an Insurance Plan and which is not covered by a "Pre-Tax Premium Plan Waiver". An election under Section 4.1(c) is effective for the period designated on the "Pre-Tax Premium Plan Waiver" form (but not prior to any pay period before the Participant has signed and delivered the form to the Plan Administrator).

**4.3 Irrevocability of Elections:** A Participant may not revoke or change an election for a particular Plan Year after that Plan Year has begun except as follows:

- (a) The Participant may file a "Pre-Tax Premium Plan Waiver" form with the Plan Administrator on or before the end of the Plan Year discontinuing his pre-tax Insurance Plan contribution effective as of the first regularly scheduled payday of the next following Plan Year;
- (b) Any Participant may change a Benefit election after the Plan Year (to which such election relates) has commenced and make new elections with respect to the remainder of such Plan Year if, under the facts and circumstances, the changes are necessitated by and are consistent with a change in status which is acceptable under rules and regulations adopted by the Department of the Treasury, the provisions of which are incorporated by reference, and permitted by the Administrator during the Plan Year pursuant to any temporary, proposed, or final regulation or ruling of the Internal Revenue Service. Notwithstanding anything herein to the contrary, if the rules and regulations conflict, then such rules and regulations shall control.

In general, a change in election is not consistent if the change in status is the Participant's divorce, annulment or legal separation from a spouse, the death of a spouse or dependent, or a dependent ceasing to satisfy the eligibility requirements for coverage, and the Participant's election under the Plan is to cancel accident or health insurance coverage for any individual other than the one involved in such event. In addition, if the Participant, spouse or dependent gains or loses eligibility for coverage, then a Participant's election under the Plan to cease or decrease coverage for that individual under the Plan

corresponds with that change in status only if coverage for that individual becomes applicable or is increased under the family member plan.

Regardless of the consistency requirement, if the individual, the individual's spouse, or dependent becomes eligible for continuation coverage under any available Employer's group health plan as provided in Code Section 4980B or any similar state law, then the individual may elect to increase payments under this Plan in order to pay for the continuation coverage. However, this does not apply for COBRA eligibility due to divorce, annulment or legal separation.

Any new election shall be effective at such time as the Administrator shall prescribe, but not earlier than the first pay period beginning after the change in election is completed and returned to the Administrator. For the purposes of this subsection, a change in status shall only include the following events or other events permitted by Treasury regulations:

- (1) Legal Marital Status: Events that change a Participant's legal marital status, including marriage, divorce, death of a spouse, legal separation or annulment;
- (2) Number of Dependents: Events that change a Participant's number of dependents, including birth, adoption, placement for adoption, or death of a dependent;
- (3) Employment Status: Any of the following events that change the employment status of the Participant, spouse, or dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, or a change in worksite. In addition, if the eligibility conditions of this Plan or other employee benefit plan of the Employer of the Participant, spouse, or dependent depend on the employment status of that individual and there is a change in that individual's employment status with the consequence that the individual becomes (or ceases to be) eligible under the plan, then that change constitutes a change in employment under this subsection;
- (4) Dependent satisfies or ceases to satisfy the eligibility requirements: An event that causes the Participant's dependent to satisfy or cease to satisfy the requirements for coverage due to attainment of age, student status, or any similar circumstance; and
- (5) Residency: A change in the place of residence of the Participant, spouse or dependent that directly affects eligibility for Benefit coverage.

(c) Notwithstanding subsection (b), Participants may change an election for accident or health coverage during a Plan Year and make a new election that corresponds with the special enrollment rights provided in Code Section 9801(f) including those authorized under the provisions of the Children's Health Insurance Program Reauthorization Act of 2009 (SCHIP); provided that such Participant meets the sixty (60) day notice requirement imposed by Code Section 9801(f) (or such longer period as may be permitted by the Plan and communicated to Participants). Such change shall take place on a prospective basis, unless otherwise required by Code Section 9801(f) to be retroactive.

- (d) Notwithstanding subsection (b), in the event of a judgment, decree, or order

("order") resulting from a divorce, legal separation, annulment, or change in legal custody (including a qualified medical child support order defined in ERISA Section 609) which requires accident or health coverage for a Participant's child (including a foster child who is a dependent of the Participant):

- (1) The Plan may change an election to provide coverage for the child if the order requires coverage under the Participant's plan; or
- (2) The Participant shall be permitted to change an election to cancel coverage for the child if the order requires the former spouse to provide coverage for such child, under that individual's plan and such coverage is actually provided.

(e) Notwithstanding subsection (b), a Participant may change elections to cancel accident or health coverage for the Participant or the Participant's spouse or dependent if the Participant or the Participant's spouse or dependent is enrolled in the accident or health coverage of the Employer (if available) and becomes entitled to coverage (i.e., enrolled) under Part A or Part B of the Title XVIII of the Social Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under Section 1928 of the Social Security Act (the program for distribution of pediatric vaccines). If the Participant or the Participant's spouse or dependent who has been entitled to Medicaid or Medicare coverage loses eligibility, that individual may prospectively elect coverage under the Plan if a benefit package option under the Plan provides similar coverage.

(f) If the Participant's cost share of an Insurance Plan provided under the Plan increases or decreases during a Plan Year, then the Plan shall automatically increase or decrease, as the case may be, the Salary Redirections of all affected Participants for such Benefit. Alternatively, if the cost of a benefit package option increases significantly, the Administrator shall permit the affected Participants to either make corresponding changes in their payments or revoke their elections and, in lieu thereof, receive on a prospective basis coverage under another benefit package option with similar coverage (if available), or drop coverage prospectively if there is no benefit package option with similar coverage.

A cost increase or decrease refers to an increase or decrease in the amount of elective contributions under the Plan, whether resulting from an action taken by the Participants or an action taken by the Employer.

If the coverage under a Benefit is significantly curtailed or ceases during a Plan Year, affected Participants may revoke their elections of such Benefit and, in lieu thereof, elect to receive on a prospective basis coverage under another plan with similar coverage, or drop coverage prospectively if no similar coverage is offered.

If, during the period of coverage, a new benefit package option or other coverage option is added, an existing benefit package option is significantly improved, or an existing benefit package option or other coverage option is eliminated, then the affected Participants may elect the newly-added option, or elect another option if an option has been eliminated prospectively and make corresponding election changes with respect to other benefit package options providing similar coverage. In addition, those eligible Employees who are not participating in the Plan may opt to become Participants and elect the new or newly improved benefit package option.

A Participant may make a prospective election change to add group health coverage for the Participant, the Participant's spouse or dependent if such individual loses group health coverage sponsored by a governmental or educational institution, including a state children's health insurance program under the Social Security Act, the Indian Health Service or a health program offered by an Indian tribal government, a state health benefits risk pool, or a foreign government group health plan.

A Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of a spouse's, former spouse's or dependent's employer if: (1) the cafeteria plan or other benefits plan of the spouse's, former spouse's or dependent's employer permits its participants to make a change; or (2) the cafeteria plan permits participants to make an election for a period of coverage that is different from the period of coverage under the cafeteria plan of a spouse's, former spouse's or dependent's employer.

(g) Notwithstanding anything in this Section to the contrary, the gain of eligibility or change in eligibility of a child up to age 26, as allowed under Code Sections 105(b) and 106 and IRS Notice 2010-38, shall qualify as a change in status.

**4.4 Employer Contributions:** The Employer makes no nonelective Employer contributions to the Plan. All Plan contributions are made by salary-reductions between the Participant and the Employer. The Employer will apply all Plan contributions toward the premiums of Insurance Plans in which the Participants are enrolled.

**4.5 Maximum Amount of Employer Contributions:** The maximum amount of Employer contributions available to any Participant under the Plan shall be the amount of the Participant's required premium for Insurance Plans in which the Participant enrolls.

**4.6 Changes by Plan Administrator:** If the Plan Administrator determines, before or during any Plan Year, that the Plan may fail to satisfy for such Plan Year any nondiscrimination requirements imposed by the Code or any limitation on benefits provided to highly compensated or key employees, the Plan Administrator shall take such action as deemed appropriate, under rules uniformly applicable to similarly situated Participants, to assure compliance with such requirements or limitations.

## ARTICLE 5 - ADMINISTRATION OF THE PLAN

**5.1 Plan Administrator:** The administration of the Plan shall be the responsibility of the Plan Administrator. It shall be the principal duty of the Plan Administrator to see that the Plan is carried out, in accordance with its terms and subject to applicable law, for the exclusive benefit of persons entitled to participate in the Plan, without discrimination among them.

**5.2 Plan Administrator's Duties:** The Plan Administrator will have full power to administer the Plan in all of its details, subject to applicable requirements of law. For this purpose, the Plan Administrator's powers will include, but not be limited to, the following authority, in addition to all other powers provided by this Plan:

(a) To make and enforce such rules and regulations as it deems necessary or proper for the efficient administration of the Plan;

- (b) To interpret the Plan, its interpretation thereof in good faith to be final and conclusive on all persons receiving benefits under the Plan;
- (c) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan;
- (d) To appoint such agents, counsel, accountants, consultants and other persons as may be required to assist in administering the Plan; and
- (e) To allocate and delegate its responsibilities under the Plan and to designate other persons to carry out any of its responsibilities under the Plan, any such allocation, delegation or designation to be in writing.

Notwithstanding the foregoing, any claim which arises under the various Insurance Plan(s) shall not be subject to review under this Plan, and the Plan Administrator's authority under Section 5.1 shall not extend to any matter as to which that administrator under any such other plan is empowered to make determinations under such plan(s).

The Plan Administrator shall have full and complete discretionary authority to determine eligibility for benefits, to construe the terms of the Plan, and interpret the provisions of the Plan. Any final determination by the Plan Administrator shall be binding on all parties. If challenged in court, such determination shall not be subject to de novo review and shall not be overturned unless proved to be arbitrary and capricious based upon the evidence considered by the Plan Administrator at the time of such determination.

**5.3 Examination of Records:** Upon request the Plan Administrator will make available to each Participant his records under the Plan as pertain to him, for examination at reasonable times during normal business hours.

**5.4 Reliance on Tables, etc.:** In administering the Plan, the Plan Administrator will be entitled to the extent permitted by law to rely conclusively on all tables, valuations, certificates, opinions and reports which are furnished by, or in accordance with the instructions of the administrators of the various Insurance Plan(s), or by accountants, counsel or other experts employed or engaged by the Plan Administrator.

**5.5 Nondiscriminatory Exercise of Authority:** Whenever, in the administration of the Plan, any discretionary action by the Plan Administrator shall exercise its authority in a nondiscriminatory manner so that all persons similarly situated will receive substantially the same treatment.

**5.6 Indemnification of Plan Administrator:** The Employer agrees to indemnify and to defend to the fullest extent permitted by law any Employee serving as the Plan Administrator or as a member of a committee designated as Plan Administrator (including any Employee or former Employee who formerly served as Plan Administrator or as a member of such committee) against all liabilities, damages, costs and expenses (including attorney's fees and amounts paid in any settlement) occasioned by any act or omission to act in connection with the Plan.

## ARTICLE 6 - NONDISCRIMINATION RULES

**6.1 Eligibility:** The Plan shall not discriminate in favor of any person in a manner which violates the nondiscrimination rules of Code Section 125.

**6.2 Nondiscriminatory Adjustments:** Any rejection of elections or reduction of contributions made by the Plan Administrator to prevent discrimination under the Plan shall be made on a reasonable and nondiscriminatory basis.

## **ARTICLE 7 - AMENDMENT AND TERMINATION OF THE PLAN**

**7.1 Amendment of the Plan:** The Employer has the right to amend the provisions of the Plan from time to time. The Employer also shall have the right to make any amendment retroactively which is necessary to bring the Plan into conformity with the Code. If any of the material terms of the Plan are affected, the Employer shall provide notice of any such amendment and a description of its effect (if any) to the Plan Participants.

**7.2 Termination of the Plan:** While the Plan is intended to be continued indefinitely, the Plan may be terminated at any time for any reason by an authorized officer of the Employer.

## **ARTICLE 8 - MISCELLANEOUS PROVISIONS**

**8.1 Information to be Furnished:** Participants shall provide the Employer and Administrator with such information that may reasonably be requested from time to time for the purposes of administration of the Plan.

**8.2 No Employment Guarantee:** Neither the establishment of the Plan nor any modification thereof shall be construed as giving to any Participant or other person any legal or equitable right against the Employer except as herein provided. Under no circumstances shall the terms of employment of any Participant be modified or in any way affected hereby. The maintenance of this Plan shall not constitute a contract of employment. Participating in the Plan will not give any Participant a right to be retained in the employment of the Employer.

**8.3 Limitation of Rights:** Neither the establishment of the Plan nor any amendment thereof, nor the payment of any benefits, will be construed as giving to any Participant or other person any legal or equitable right against the Employer or Plan Administrator, except as provided herein. In no event are the terms of the employment or service of any Participant modified or in any way affected by this Plan.

**8.4 Employer's Protective Clauses:**

(a) Upon the failure of either the Participant or the Employer to obtain the insurance contemplated by this Plan (whether as a result of negligence, gross neglect or otherwise), the Participant's benefits shall be limited to the insurance premium, if any, that remained unpaid for the period in question and the actual insurance proceeds, if any, received by the company or the Participant as a result of the Participant's claim.

(b) The Employer's liability to the Participant shall only extend to and shall be limited to any payment actually received by the Employer from the insurer. In the event that the full insurance benefit contemplated is not promptly received by the Employer within a reasonable time after submission of a claim, then the Employer shall notify the Participant of such facts and the Employer shall no longer have any legal obligation whatsoever (except to execute any document called for by a settlement reached by the Participant). The Participant shall be free to settle,

compromise or refuse to pursue the claim as the Participant, in his sole discretion, shall see fit.

(c) With reference to any insurance benefits being offered, the Employer shall not be responsible for the validity of any insurance contract or the failure on the part of the insurer to make payments provided for under any insurance contract, or for the action of any person which may delay or render null and void or unenforceable, in whole or in part, an insurance contract. With regard to this paragraph, the following shall apply:

(1) Once insurance is applied for or obtained, the Employer shall not be liable for any loss which may result from the failure to pay premiums to the extent premium notices are not received by the Employer.

(2) To the extent premium notices are received by the Employer, the Employer's liability for the payment of such premiums shall be limited to the amount of such premiums and shall not include liability for any other loss which may result from failure to pay such premiums.

(3) The Employer shall not be liable for the payment of any insurance premium or any loss which may result from the failure to pay an insurance premium if the benefits available under this Plan are insufficient to provide for the amount of such premium cost at the time it is due. In such circumstances the Participant shall be responsible for and see to the payment of such premiums. The Employer shall undertake to notify a Participant if available benefits under this Plan are insufficient to provide for an insurance premium but shall not be liable for any failure to make such notification.

**8.5 No Guarantee of Tax Consequences:** Neither the Plan Administrator nor the Employer make any commitment or guarantee that any amounts paid to or for the benefit of a Participant under the Plan will be excludable from the Participant's gross income for applicable tax purposes; or that any other applicable tax treatment will apply to or be available to any Participant. It shall be the obligation of each Participant to determine whether each payment under the Plan is excludable from the Participant's gross income for applicable tax purposes, and to notify the Employer if the Participant has reason to believe that any such payment is not excludable.

**8.6 Social Security:** A Participant's Social Security benefit may be affected by participating in this Plan.

**8.7 Funding:** Unless otherwise required by law, contributions to the Plan need not be placed in trust or other type of segregated fund, or dedicated to specific benefits, but shall instead be considered general assets of the Employer. Furthermore, and unless otherwise required by law, nothing herein shall be construed to require the Employer or the Plan Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in, any fund account or asset of the Employer from which any payment under the Plan may be made.

**8.8 Other-Salary-Related Plans:** In most cases, any other salary-related employee benefit plans that are maintained or sponsored by the Employer are not affected by this Plan. Any contributions or benefits under such other plans with respect to a Participant shall, to the extent permitted by law and not otherwise provided for in such other plan, be based on his or her total

compensation from the Employer, including any amounts by which his or her salary or wages may be reduced pursuant to the provisions of Section 4.1.

**8.9 Applicable Law:** The Plan shall be construed according to the Internal Revenue Code of 1986, as amended from time to time and as construed, interpreted and modified by regulations or rulings promulgated thereunder. The Plan is intended to constitute a Cafeteria Plan meeting the requirements of Section 125 of the Code. To the extent not inconsistent therewith, the Plan shall be construed according to the laws of the state where the Plan Administrator resides, as indicated in their address on the Adoption Information.

**8.10 Continuation of Coverage:** Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan which is subject to the continuation coverage requirement of Code Section 4980B becomes unavailable to a Participant, said Participant shall be entitled to continuation coverage as prescribed in Code Section 4980B.

**8.11 Family and Medical Leave Act:** Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan becomes subject to the requirements of the Family and Medical Leave Act and regulations thereunder, this Plan shall be operated in accordance with Regulation 1.125-3.

**8.12 Health Insurance Portability and Accountability Act:** Notwithstanding anything in the Plan to the contrary, this Plan shall be operated in accordance with HIPAA and regulations thereunder that are applicable.

**8.13 Uniform Services Employment and Reemployment Rights Act:** Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service shall be provided in accordance with USERRA and the regulations thereunder that are applicable.

**8.14 Mental Health Parity and Addiction Equity Act:** Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Mental Health Parity and Addiction Equity Act and ERISA Section 712.

**8.15 Genetic Information Nondiscrimination Act (GINA):** Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Genetic Information Nondiscrimination Act.

**8.16 Women's Health and Cancer Rights Act:** Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Women's Health and Cancer Rights Act of 1998.

**8.17 Newborns' and Mothers' Health Protection Act:** Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Newborns' and Mothers' Health Protection Act.

**8.18 Severability:** If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provisions of the Plan, and the Plan shall be construed and enforced as if such provision had not been included herein.

**8.19 Annual Return:** In accordance with the rules of the Internal Revenue Service, the Employer shall file, if applicable, an annual return for the Plan on Form Series 5500.

IN WITNESS HEREOF, this Plan has been executed and is effective as of the date set forth in the Adoption Information.

EMPLOYER NAME: \_\_\_\_\_  
(Please Print Company Name)

BY: \_\_\_\_\_  
Please Print

\_\_\_\_\_  
Signature and Title

ADOPTION RESOLUTION

The undersigned, as a representative or representatives of the Plan Sponsor, does hereby consent to the following resolution:

Whereas, the Plan Sponsor maintains an employer-sponsored benefit plan(s) for certain employees; and

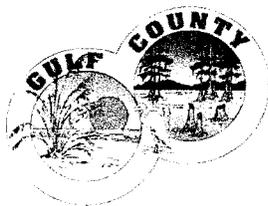
Whereas, a Pre-Tax Premium Plan, pursuant to Section 125 of the Internal Revenue Code, would allow employees to reduce their taxable compensation to pay for their portion of the costs of the designated employer-sponsored benefit plan(s);

Therefore, Be it Resolved, as conclusive evidence of the adoption of the provisions of the Pre-Tax Premium Plan, the Plan Administrator has caused this Adoption Resolution to be duly executed in its name and on its behalf.

\_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Signature and Title



GULF COUNTY  
EMERGENCY MANAGEMENT

1000 Cecil G. Costin, Sr. Blvd.  
Port St. Joe, Florida 32456

INTEROFFICE MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: MARSHALL NELSON *Marshall Nelson*

DATE: NOVEMBER 1, 2011

SUBJECT: STATEWIDE MUTUAL AID AGREEMENT UPDATE  
AUTHORIZED REPRESENTATIVE DESIGNATION

---

By this memo we are requesting board approval of the county's authorized representative to the Statewide Mutual Aid Agreement as per the attached Form C.

Should you have any questions of need additional information do not hesitate to give me a call at 850-229-9110.

Attachment

2011 NOV -2 PM 11:54

OFFICE OF THE COUNTY CLERK  
GULF COUNTY, FLORIDA

CONS. FILE  
DATE 11/8/11 **20** LL

## FORM C

### CONTACT INFORMATION FOR AUTHORIZED REPRESENTATIVES

Name of Government: Gulf County Board of County Commissioners

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

#### Authorized Representative Contact Information

##### Primary Authorized Representative

Name: Marshall Nelson

Title: Emergency Management Director

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

Day Phone: 850-229-9110      Night Phone: 850-227-6038

Facsimile: 850-229-9115      Email: mnelson@gulfcounty-fl.gov

##### 1<sup>st</sup> Alternate Authorized Representative

Name: Ben Guthrie

Title: Emergency Management Coordinator

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

Day Phone: 850-229-9111      Night Phone: 850-340-1863

Facsimile: 850-229-9115      Email: bguthrie@gulfcounty-fl.gov

##### 2<sup>nd</sup> Alternate Authorized Representative

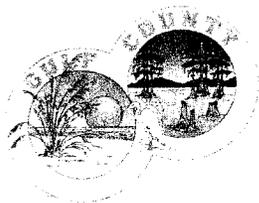
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Day Phone: \_\_\_\_\_      Night Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_      Email: \_\_\_\_\_



Gulf County Mosquito Control  
 1001 Tenth Street  
 Port St Joe, FL 32456  
 (850) 227-1401 Office (850) 229-9521 Fax

MEMORANDUM

Date: November 2, 2011

To: Gulf Board of County Commissioners

From: Mark Cothran, Director GCMC *MC*

Re: Bids for Data Management Hardware/Software

---

Request permission to go out for bids for flow monitoring hardware and desktop data management software for mosquito control. Expenditures for these products will come from Mosquito Control State Grant funds.

2011 NOV -2 2:11:54

Mark Cothran, Director  
 Gulf County Mosquito Control

BOARD OF COUNTY COMMISSIONERS  
GULF COUNTY, FLORIDA

CHIEF ADMINISTRATOR'S OFFICE

Donald Butler, Chief Administrator

1000 CECIL G. COSTIN, SR. BLVD., ROOM 302, PORT ST. JOE, FLORIDA 32456

PHONE: (850) 229-6111/639-6700 • FAX: (850) 229-9252 • EMAIL: dbutler@gulfcounty-fl.gov

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

MEMORANDUM

TO: GULF COUNTY BOARD OF COUNTY COMMISSIONERS

FROM: LYNN LANIER, DEPUTY ADMINISTRATOR *LL*

DATE: October 27, 2011

RE: Lease of Industrial Park Building-Bid No: 1011-14

The bidder requested only partial use of the building with a limited amount of square footage. The additional expenses involved in portioning off this building would not be a feasible option.

Recommend to reject the bid for the above bid for the lease of the Industrial Park Building.

Thank you.

2011 OCT 27 11:05 AM  
CLERK OF COUNTY COMMISSIONERS

# NOTICE TO RECEIVE SEALED BIDS

24

## BID #1011-14

The Gulf County Board of County Commissioners will receive sealed bids from any qualified person, company, or corporation interested in providing the following:

**Lease of Industrial Park Building located at the corner of  
U.S. Highway 71 and C.R. 381 in the Gulf County Industrial Park**

Please place YOUR COMPANY NAME, SEALED BID, and the BID NUMBER on the outside of your envelope, and provide three copies of your proposal.

Bids must be submitted to and specifications may be obtained from the Gulf County Clerk's Office at 1000 Cecil G. Costin, Sr., Blvd., Room 148, Port St. Joe, Florida, 32456 by 4:30 p.m., E.T. on March 11, 2011. Bids will be opened at this same location on Monday, March 14, 2011 at 10:00 a.m., E.T.

Any questions concerning this bid should be directed to Don Butler, Gulf County Administrator at (850) 229-6111 or (850) 227-8971.

BOARD OF COUNTY COMMISSIONERS  
GULF COUNTY., FLORIDA  
/s/Warren J. Yeager, Jr., Chairman

Attest:

/s/ Rebecca L. Norris, Clerk

Ad Date: February 24<sup>th</sup> and March 3<sup>rd</sup>, 2011

Ad #2011-09

Publish in Legals

Invoice: Gulf County BOCC

24

BOARD OF COUNTY COMMISSIONERS  
GULF COUNTY, FLORIDA

CHIEF ADMINISTRATOR'S OFFICE

Donald Butler, Chief Administrator

1000 CECIL G. COSTIN, SR. BLVD., ROOM 302, PORT ST. JOE, FLORIDA 32456

PHONE: (850) 229-6111/639-6700 • FAX: (850) 229-9252 • EMAIL: dbutler@gulfcounty-fl.gov

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

MEMORANDUM

TO: GULF COUNTY BOARD OF COUNTY COMMISSIONERS

FROM: LYNN LANIER, DEPUTY ADMINISTRATOR *LL*

DATE: October 27, 2011

RE: Grass Cutting-Bid No: 1011-15

Recommend to reject all bids for the above bid for grass cutting due to the added expense on the department.

Thank you.

2011 OCT 27 11:05 AM  
CLERK OF BOARD OF COUNTY COMMISSIONERS

11-8-11 11

**BID #1011-15**

The Gulf County Board of County Commissioners will receive sealed bids from any qualified person, company, or corporation interested in providing the following:

**Grass cutting on the right-of-way for the county roads in unincorporated Gulf County areas**

Please place YOUR COMPANY NAME, SEALED BID, and the BID NUMBER on the outside of your envelope, and provide three copies of your proposal.

Bids must be submitted to and specifications may be obtained from the Gulf County Clerk's Office at 1000 Cecil G. Costin, Sr., Blvd., Room 148, Port St. Joe, Florida, 32456 by 4:30 p.m., E.T. on March 11, 2011. Bids will be opened at this same location on Monday, March 14, 2011 at 10:00 a.m., E.T.

Any questions concerning this bid should be directed to Don Butler, Gulf County Administrator at (850) 229-6111 or (850) 227-8971.

BOARD OF COUNTY COMMISSIONERS  
GULF COUNTY., FLORIDA  
/s/Warren J. Yeager, Jr., Chairman

Attest:

/s/ Rebecca L. Norris, Clerk

Ad Date: February 24<sup>th</sup> and March 3<sup>rd</sup>, 2011

Ad #2011-10

Publish in Legals

Invoice: Gulf County BOCC



**ROBERSON &  
ASSOCIATES, P.A.**  
CERTIFIED PUBLIC ACCOUNTANTS

Port St. Joe, Florida  
Apalachicola, Florida

**Vance CPA, LLC**

6201 Thomas Dr. Suite 705  
Panama City Beach, FL

## Engagement Letter

October 31, 2011

Board of County Commissioners  
Gulf County, Florida

As part of our engagement to perform an audit of the Board of County Commissioners of Gulf County, we have become aware that certain deficiencies in internal control may exist related to the Tourist Development Council, a Gulf County governmental component unit. In accordance with the Statement on Auditing Standards 115 we will perform procedures to determine if deficiencies in internal control exists, the severity of any such deficiencies, and will communicate, in writing, to management significant deficiencies and material weaknesses. Internal control is a process, effected by those charged with governance, management, and other personnel, designed to provide reasonable assurance about the achievement of the entity's objectives with regard to the reliability of financial reporting, effectiveness and efficiency of operations, and compliance with applicable laws and regulations.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect, and correct misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our procedures will be conducted in conformity with U.S. generally accepted accounting principles, the applicable standards contained in the Government Auditing Standards, issued by the Comptroller General of the United States; the single audit act amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, tests of compliance with applicable laws and regulations, inquiries of management and other procedures we consider necessary to enable us to provide our written communication on compliance and recommendations for improvement.

214 Seventh St., Port St. Joe, FL 32456  
Phone 850-227-3838 • Fax 850-227-2506

219 Avenue E, Apalachicola, FL 32320  
Phone 850-653-1090 • Fax 850-653-1091

Member: Florida Institute of Certified Public Accountants  
[www.rapacpas.com](http://www.rapacpas.com)

CONSENT **27**  
DATE 11-8-11 LL

2011 NOV -2 PM 11:54

2011 NOV -2 PM 11:54

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help insure that goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with requirements. Management is also responsible for making all financial records and related information available to us and for ensuring that management and financial information is reliable and properly recorded. Your responsibility also includes identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known and suspected fraud or illegal acts affecting the government entity involving management, employees who have significant roles in internal control, and others where the fraud or illegal acts could have a material effect on the operations of the governmental entity.

Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and insuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally it is management's responsibility to follow up and take corrective action on communicated findings.

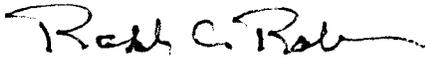
Our procedures will include obtaining an understanding of the entity and its environment, including internal controls, sufficient to assess the risks of material misstatement of financial information, and to design the nature, timing, and extent of further procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the entity, and to preventing and detecting misstatements resulting in illegal acts and other noncompliance matters that have a direct and material effect on the entity. Our tests, if performed, will be less in scope than would be necessary to issue an opinion on internal control issued pursuant to OMB Circular A-133, and therefore we will not issue such an opinion. We will perform tests of the Gulf County Tourist Development Council's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, our objective will not be to provide an opinion on overall compliance and we will not express such an opinion in our report issued pursuant to *Government Auditing Standards*.

The communication of our findings is intended solely for the information and use of management, the Board of County Commissioners, and others within the County governmental unit, and is not intended to be and should not be used by anyone other than these specified parties.

Our stated audit fees in the engagement letter dated July 28, 2011 will increase by an amount not to exceed \$5,000.

We appreciate the opportunity to provide these services, and believe this letter accurately summarizes the significant terms of this engagement. Please sign the enclosed copy indicating your agreement with the terms of our engagement and return it to us.

Sincerely,  
For the firms,



Ralph C. Roberson, CPA

ACCEPTED BY: \_\_\_\_\_

Title: \_\_\_\_\_

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

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.

November 1, 2011

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

**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**

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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.

November 1, 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  
(10/15/11 - 10/31/11)**

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

2200-005		
-	Gulf County Litigation / Pending Litigation Matters (3.95 hrs. x \$125)	= \$493.75
2200-004		
-	Gulf County Deepwater Horizon Matters (2.75 hrs. x \$125)	= \$ 343.75
	Total Professional services (litigation)	\$837.50

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.

November 1, 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 (51.6 hrs. x \$100) (10/16 - 10/31/11)	= \$5,160.00
<b>Total Professional services</b>	<b>\$5,160.00</b>

Summary of Invoices for Administrative costs and fees (2200-006)

Monthly Invoice cycle (10/1/11 – 10/31/11)	= \$ 325.55
- Gulf County – Westlaw, Legal Data, Administrative and Office Expenses (General Legal + Litigation matters + Admin/operational)	
- Federal Express Invoices/Courier charges (10/1/11 – 10/31/11)	= \$ 00.00
<b>General Professional services and admin. costs</b>	<b>\$ 5,485.55</b>

CARMEN L. McLEMORE  
District 1

WARD McDANIEL  
District 2

BILL WILLIAMS  
District 3

TAN SMILEY  
District 4

WARREN YEAGER  
District 5

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: 1

DISTRIBUTION:  OWNER  ARCHITECT

PERIOD TO: 9/30/2011

CONTRACTOR  ENGINEER

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

VIA ARCHITECT:

PROJECT NOS:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

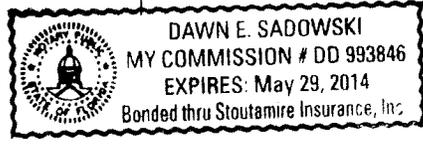
Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

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		\$84,451.00
3. CONTRACT SUM TO DATE (Line 1 + 2)		\$ 987,766.55
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		\$ 287,234.27
5. RETAINAGE:		
a. <u>10</u> % of Completed Work (Column D + E on G703)	\$ 28,723.43	
b. _____ % of Stored Material (Column F on G703)	\$ _____	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 28,723.43	
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		\$ 258,510.84
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		
8. CURRENT PAYMENT DUE		\$ 258,510.84
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		\$ 729,255.71

CONTRACTOR: C. W. Roberts Contracting, Inc. By: *[Signature]* Date: October 3, 2011

State of: Florida County of: Bay Subscribed and sworn to before me this Notary Public: *[Signature]* 3rd Day of October, 2011 My Commission expires: *11 MAY 29, 2014*



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$ 258,510.84

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		\$0.00
Total approved this Month	\$84,451.00	\$0.00
TOTALS	\$84,451.00	\$0.00
NET CHANGES by Change Order	\$84,451.00	

(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: 10/27/11

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 Document's Authenticity from the Licensee.

233541-63000-SCRA1 \$ 144,939.22  
233541-63000-SCRA2 \$ 5,023.28  
233541-63000-SCRA3 \$ 39,292.58

233541-63000-SCRA4 \$ 808.04  
233541-63000-SCRA5 \$ 68,441.72

11/8/11 LLC

**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: 1  
 APPLICATION DATE: 10/3/2011  
 PERIOD TO: 9/30/2011  
 ARCHITECT'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	\$ 987,766.55				\$ 287,234.27	29.08%	\$ 700,532.28	\$ 28,723.43

# 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:**  
**Period Ending:**  
**Pay Request Number:**

**35**  
 15111013  
 09/30/11  
 1

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>COURT STREET</b>	MOBILIZATION	1.00	LS	\$897.83	\$897.83												
		BONDS AND INSURANCE	1.00	LS	\$897.83	\$897.83	1.00	1.00	0.00	\$0.00	\$897.83	\$0.00	\$0.00	100.00%				
		MAINTENANCE OF TRAFFIC	1.00	LS	\$1,500.00	\$1,500.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%				
		CONSTRUCTION LAYOUT	1.00	LS	\$1,000.00	\$1,000.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%				
		NPDES PERMIT	1.00	LS	\$1,000.00	\$1,000.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%				
		CLEAR & GRUB INCLUDING DEMOLITION	1.00	LS	\$7,500.00	\$7,500.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%				
		ASPHALT MILLING (1" AVG. DEPTH)	2,813.00	SY	\$0.10	\$281.30	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%				
		TYPE SP 9.5 ASPHALT (PG 76-22)	313.00	TON	\$89.00	\$27,857.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%				
		TACK	169.00	GAL	\$2.50	\$422.50	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%				
		OPTIONAL BASE GROUP 9	188.00	SY	\$13.50	\$2,538.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%				
		RELOCATE MAILBOXES PER FDOT INDEX 532	3.00	EA	\$150.00	\$450.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%				
		24" THERMOPLASTIC STOP BAR WITH MESSAGE	2.00	EA	\$305.00	\$610.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%				
		TEMPORARY STRIPING (PAINT)	1.00	LS	\$110.00	\$110.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%				
		6" THERMOPLASTIC SOLID YELLOW CENTER STRIPE	2,220.00	LF	\$0.80	\$1,776.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%				
		REFLECTIVE PAVEMENT MARKERS (BI-DIRECTIONAL)	56.00	EA	\$5.00	\$280.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%				
		REFLECTIVE PAVEMENT MARKERS (BLUE)	1.00	EA	\$5.00	\$5.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%				
		VALVE ADJUSTMENT	2.00	EA	\$550.00	\$1,100.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%				
		SOD (ARGENTINE BAHIA)	823.00	SY	\$2.25	\$1,851.75	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%				
		SILT FENCE	100.00	LF	\$1.10	\$110.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%				
<b>Totals &gt;</b>						\$50,187.21				\$50,187.21	\$897.83	\$897.83	1.79%					

Original Contract Amount \$50,187.21  
 Change Orders. ( ) \$0.00  
 Present Contract Amount \$50,187.21  
 Earnings To Date \$897.83  
 Less Retainage -\$89.78  
 Less Previous Paid \$0.00  
**Net Due This Request \$898.06**

*JK*  
**\$ 808.04**



# ESTIMATE OF CONSTRUCTION FOR

**Contractor:** C.W. Roberts Contracting, Inc.  
**Address:** 3372 Capital Circle NE Tallahassee, FL 32308  
**Telephone:** 850.385.5060  
**Contact:** hneel@cwcontracting.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:** 09/30/11  
**Pay Request Number:** 1

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	
	ALABAMA	MOBILIZATION	1.00	LS	\$4,461.21						
	AVENUE	BONDS AND INSURANCE	1.00	LS	\$4,461.21						
		MAINTENANCE OF TRAFFIC	1.00	LS	\$4,500.00						
		NPDES PERMIT	1.00	LS	\$1,000.00						
		CLEAR & GRUB INCLUDING DEMOLITION	1.00	LS	\$12,000.00						
		ASPHALT MILLING (1" AVG. DEPTH)	10,978.00	SY	\$0.10	\$1,097.80					
		TYPE SP 9.5 ASPHALT (PG 76-22)	1,608.00	TON	\$89.00	\$143,112.00					
		TACK	994.00	GAL	\$2.50	\$2,485.00					
		ASPHALT PATCH INCLUDING BASE	92.00	SY	\$35.00	\$3,220.00					
		OPTIONAL BASE GROUP 9	507.00	SY	\$13.50	\$6,844.50					
		RECLAIM EXISTING SURFACE (8" MIN. DEPTH)	3,068.00	SY	\$4.35	\$13,345.80					
		RELOCATE SIGNS PER FDOT INDEX 11860	11.00	EA	\$150.00	\$1,650.00					
		24" THERMOPLASTIC STOP BAR WITH MESSAGE	22.00	EA	\$305.00	\$6,710.00					
		TEMPORARY STRIPING (PAINT)	1.00	LF	\$1,250.00	\$1,250.00					
		6" THERMOPLASTIC SOLID YELLOW CENTER STRIPE	14,890.00	LF	\$0.80	\$11,912.00					
		REFLECTIVE PAVEMENT MARKERS (BI-DIRECTIONAL)	372.00	EA	\$5.00	\$1,860.00					
		REFLECTIVE PAVEMENT MARKERS (BLUE)	10.00	EA	\$5.00	\$50.00					
		MANHOLE ADJUSTMENT	5.00	EA	\$950.00	\$4,750.00					
		36" RCP REPAIR	1.00	LS	\$6,000.00	\$6,000.00					
		SOD (ARGENTINE BAHIA)	5,118.00	SY	\$2.25	\$11,515.50					
		SILT FENCE	260.00	LF	\$1.10	\$286.00					
<b>Totals &gt;</b>						\$242,511.02					

Original Contract Amount	\$242,511.02
Change Orders, ( )	\$0.00
Present Contract Amount	\$242,511.02
Earnings To Date	\$43,658.42
Less Retainage	-\$4,365.84
Less Previous Paid	\$0.00
<b>Net Due This Request</b>	<b>\$39,292.58</b>

# 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](mailto:hnee@cwrcontracting.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:**  
**Period Ending:**  
**Pay Request Number:**

  
 1514013  
 09/30/11  
 1

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
	GEORGIA AVENUE	MOBILIZATION	1.00	LS	\$4,229.66	\$4,229.66	0.75	0.75	\$0.00	\$3,172.25	\$3,172.25	75.00%
		BONDS AND INSURANCE	1.00	LS	\$4,229.66	\$4,229.66	1.00	1.00	\$0.00	\$4,229.66	\$4,229.66	100.00%
		MAINTENANCE OF TRAFFIC	1.00	LS	\$4,500.00	\$4,500.00	0.75	0.75	\$0.00	\$3,375.00	\$3,375.00	75.00%
		CONSTRUCTION LAYOUT	1.00	LS	\$1,500.00	\$1,500.00	1.00	1.00	\$0.00	\$1,500.00	\$1,500.00	100.00%
		NPDES PERMIT	1.00	LS	\$1,000.00	\$1,000.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%
		CLEAR & GRUB INCLUDING DEMOLITION	1.00	LS	\$10,000.00	\$10,000.00	1.00	1.00	\$0.00	\$10,000.00	\$10,000.00	100.00%
		ASPHALT MILLING (1" AVG. DEPTH)	11,379.00	SY	\$0.10	\$1,137.90	8,632.00	8,632.00	\$0.00	\$863.20	\$863.20	75.86%
		TYPE SP 9.5 ASPHALT (PG 76-22)	1,533.00	TON	\$89.00	\$136,437.00	1,021.33	1,021.33	\$0.00	\$90,898.37	\$90,898.37	66.62%
		TACK	683.00	GAL	\$2.50	\$1,707.50	515.00	515.00	\$0.00	\$1,287.50	\$1,287.50	75.40%
		ASPHALT PATCH INCLUDING BASE	4.00	SY	\$35.00	\$140.00	4.00	4.00	\$0.00	\$140.00	\$140.00	100.00%
		OPTIONAL BASE GROUP 9	1,070.00	SY	\$13.50	\$14,445.00	1,070.00	1,070.00	\$0.00	\$14,445.00	\$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	\$0.00	\$19,809.90	\$19,809.90	100.00%
		RELOCATE SIGNS PER FDOT INDEX 11860	4.00	EA	\$150.00	\$600.00	4.00	4.00	\$0.00	\$600.00	\$600.00	100.00%
		24" THERMOPLASTIC STOP BAR WITH MESSAGE	5.00	EA	\$305.00	\$1,525.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%
		TEMPORARY STRIPING (PAINT)	1.00	LS	\$275.00	\$275.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%
		6" THERMOPLASTIC SOLID YELLOW CENTER STRIPE	14,390.00	LF	\$0.80	\$11,512.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%
		REFLECTIVE PAVEMENT MARKERS (BI-DIRECTIONAL)	360.00	EA	\$5.00	\$1,800.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%
		REFLECTIVE PAVEMENT MARKERS (BLUE)	6.00	EA	\$5.00	\$30.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%
		18" RCP REPAIR	1.00	LS	\$5,000.00	\$5,000.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%
		SOD (ARGENTINE BAHIA)	4,368.00	SY	\$2.25	\$9,828.00	657.00	657.00	\$0.00	\$722.70	\$722.70	100.00%
		SILT FENCE	657.00	LF	\$1.10	\$722.70	657.00	657.00	\$0.00	\$722.70	\$722.70	100.00%
		REMOVE/REPLACE CURB AND BRICK PAVERS	1.00	LS	\$20,000.00	\$20,000.00	0.50	0.50	\$0.00	\$10,000.00	\$10,000.00	50.00%
		<b>Totals &gt;</b>				\$250,429.31			\$0.00	\$161,043.58	\$161,043.58	64.31%

Original Contract Amount \$230,429.31  
 Change Orders, (1) \$20,000.00  
 Present Contract Amount \$250,429.31  
 Earnings To Date \$161,043.58  
 Less Retainage -\$16,104.36  
 Less Previous Paid \$0.00  
**Net Due This Request \$144,939.22**

# 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  
 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:**

**CWR**  
 1571013  
 09/30/11  
 1

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	
		<b>COLUMBUS STREET</b>									
		MOBILIZATION	1.00	LS	\$1,690.76	\$1,690.76		0.75	\$1,258.07	\$1,258.07	75.00%
		BONDS AND INSURANCE	1.00	LS	\$1,690.76	\$1,690.76		1.00	\$0.00	\$1,690.76	100.00%
		MAINTENANCE OF TRAFFIC	1.00	LS	\$4,000.00	\$4,000.00		1.00	\$0.00	\$4,000.00	100.00%
		CONSTRUCTION LAYOUT	1.00	LS	\$1,000.00	\$1,000.00		1.00	\$0.00	\$1,000.00	100.00%
		NPDES PERMIT	1.00	LS	\$1,000.00	\$1,000.00		0.00	\$0.00	\$0.00	0.00%
		CLEAR & GRUB INCLUDING DEMOLITION	1.00	LS	\$9,000.00	\$9,000.00		1.00	\$9,000.00	\$9,000.00	100.00%
		TYPE SP 9.5 ASPHALT (PG 76-22)	434.00	TON	\$89.00	\$38,626.00		434.00	\$38,626.00	\$38,626.00	100.00%
		OPTIONAL BASE GROUP 9	271.00	SY	\$13.50	\$3,658.50		271.00	\$3,658.50	\$3,658.50	100.00%
		RECLAIM EXISTING SURFACE (6" MIN. DEPTH)	3,622.00	SY	\$4.35	\$15,755.70		3,622.00	\$15,755.70	\$15,755.70	100.00%
		RELOCATE SIGNS PER FDOT INDEX 11860	6.00	EA	\$150.00	\$900.00		6.00	\$900.00	\$900.00	100.00%
		24" THERMOPLASTIC STOP BAR WITH MESSAGE	6.00	EA	\$305.00	\$1,830.00		0.00	\$0.00	\$0.00	0.00%
		TEMPORARY STRIPING (PAINT)	1.00	LS	\$330.00	\$330.00		0.00	\$0.00	\$0.00	0.00%
		6" THERMOPLASTIC SOLID YELLOW CENTER STRIPE	3,510.00	LF	\$0.80	\$2,808.00		0.00	\$0.00	\$0.00	0.00%
		REFLECTIVE PAVEMENT MARKERS (BIDIRECTIONAL)	88.00	EA	\$5.00	\$440.00		0.00	\$0.00	\$0.00	0.00%
		REFLECTIVE PAVEMENT MARKERS (BLUE)	1.00	EA	\$5.00	\$5.00		0.00	\$0.00	\$0.00	0.00%
		SOD (ARGENTINE BAHIA)	1,118.00	SY	\$2.25	\$2,515.50		0.00	\$0.00	\$0.00	0.00%
		SILT FENCE	140.00	LF	\$1.10	\$154.00		140.00	\$154.00	\$154.00	100.00%
<b>Totals &gt;</b>						<b>\$85,404.22</b>					

Original Contract Amount	\$85,404.22
Change Orders: ( )	\$0.00
Present Contract Amount	\$85,404.22
Earnings To Date	\$76,053.03
Less Retainage	-\$7,605.30
Less Previous Paid	\$0.00
<b>Net Due This Request</b>	<b>\$69,447.73</b>

*SK* 68,447.73

# 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 #:** Not Applicable  
**Fin Proj No.:** Not Applicable  
**F. A. P. No.:** Not Applicable  
**Owner :** Gulf County Florida

**CWR Project Number :** 1511013  
**Period Ending:** 09/30/11  
**Pay Request Number :** 1

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	\$50,187.21	\$50,187.21	0.02	0.02	\$0.00	\$897.83	\$897.83	1.79%	
		AMERICUS AVENUE	1.00	LS	\$359,234.79	\$359,234.79	0.02	0.02	\$0.00	\$5,581.42	\$5,581.42	1.55%	
		ALABAMA AVENUE	1.00	LS	\$242,511.02	\$242,511.02	0.18	0.18	\$0.00	\$43,658.42	\$43,658.42	18.00%	
		GEORGIA AVENUE	1.00	LS	\$250,429.31	\$250,429.31	0.64	0.64	\$0.00	\$161,043.58	\$161,043.58	64.31%	
		COLUMBUS STREET	1.00	LS	\$85,404.22	\$85,404.22	0.89	0.89	\$0.00	\$76,053.03	\$76,053.03	89.05%	
CONTRACT TOTALS >							\$987,766.55			\$0.00	\$287,234.27	\$287,234.27	29.08%

Original Contract Amount \$903,315.55  
 Change Orders, (1) \$84,451.00  
 Present Contract Amount \$987,766.55

Earnings To Date \$287,234.27  
 Less Retainage -\$28,723.43  
 Less Previous Paid \$0.00  
**Net Due This Request \$258,510.84**

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 2 PAGES

1510894

TO OWNER: Gulf County Board of Commissioners 1000 Cecil Costin St. Boulevard Port St. Joe, Florida 32456

PROJECT: Cape San Blas Shared Use Path

APPLICATION NO: 4 PERIOD TO: 10/16/2011

DISTRIBUTION: [X] OWNER [ ] ARCHITECT [X] CONTRACTOR [X] ENGINEER

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

VIA ENGINEER: CONTRACT FOR:

PROJECT NOS: CONTRACT DATE:

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.

CONTRACTOR: C. W. Roberts Contracting, Inc. By: [Signature] Date: October 17, 2011

State of Florida County of: Bay Subscribed and sworn to before me this 17th Day of October, 2011



- 1. ORIGINAL CONTRACT SUM \$1,297,659.69
2. Net change by Change Orders \$348,133.75
3. CONTRACT SUM TO DATE (Line 1 + 2) \$1,645,793.34
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 477,113.61
5. RETAINAGE: a. 10% of Completed Work \$ 47,711.36
b. % of Stored Material \$
Total in Column I of G703 \$ 429,402.25
6. TOTAL EARNED LESS RETAINAGE \$ 284,118.39
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 145,283.86
8. CURRENT PAYMENT DUE \$ 128,834.53
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 1,216,591.09

CHANGE ORDER SUMMARY table with columns: ADDITIONS, DEDUCTIONS, Total changes approved, Total approved this Month, TOTALS, NET CHANGES by Change Order.

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

GRANTS OCT 27 '11 4:17:23
Date: 10-21-11
Acct # 40341-53000
Cape Bike Path, Phase 3 (LAP)

**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: 4  
 APPLICATION DATE: 10/17/2011  
 PERIOD TO: 10/16/2011  
 ENGINEER'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE		D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)	H BALANCE TO FINISH (C - G)	I RETAINAGE
		ORIGINAL SCHEDULED VALUE	CURRENT SCHEDULED VALUE							
	SEE ATTACHED SCHEDULE									
		\$ 1,297,659.69	\$ 1,645,793.34	\$ 315,687.10	\$ 161,426.51		\$ 477,113.61	28.98%	\$ 1,168,679.73	\$ 47,711.36

AIA DOCUMENT G702, APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AA - © 1992  
 THE AMERICAN INSTITUTE OF ENGINEERS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

# ESTIMATE OF CONSTRUCTION FOR

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

**Project Name:** Cape San Bias Shared Use Path  
**Owner Project #:** 412681-2-58-01  
**Fin Proj No.:** 8887-833-A  
**F. A. P. No.:** 8887-833-A  
**Owner:** Gulf County Florida

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

**43**  
 310894  
 10/16/11  
 4

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	
1		Mobilization (5% of Bid Max)	1.00	LS	\$40,000.00		0.57	0.15	0.72	\$22,800.00	\$6,000.00	\$28,800.00	72.00%
2		Bonds and Insurance (2% of Bid Max)	1.00	LS	\$24,000.00		1.00	1.00	1.00	\$24,000.00	\$0.00	\$24,000.00	100.00%
3		Maintenance of Traffic	1.00	LS	\$30,000.00		0.57	0.15	0.72	\$17,100.00	\$4,500.00	\$21,600.00	72.00%
4		Construction Layout	1.00	LS	\$12,000.00		0.55	0.20	0.75	\$6,600.00	\$2,400.00	\$9,000.00	75.00%
5		Drawings of Record (in AutoCadd) (Min 1.5% of Bid Max)	1.00	LS	\$6,000.00		0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%
6		NPDES Permit	1.00	LS	\$2,000.00		0.57	0.15	0.72	\$1,140.00	\$300.00	\$1,440.00	72.00%
7		Clear and Grub	1.00	LS	\$45,000.00		0.70	0.70	0.70	\$31,500.00	\$0.00	\$31,500.00	70.00%
8		Type SP 9.5 Asphalt	2,142.00	TN	\$93.00	\$199,206.00	414.55	330.92	745.47	\$38,553.15	\$30,775.56	\$69,328.71	34.80%
9		Optional Base Group 5 - 7" LRB	26,251.00	SY	\$10.25	\$269,072.75	11,005.00	1,050.00	12055.00	\$112,801.25	\$10,762.50	\$123,563.75	45.92%
10		12" FDOT Type B Stabilization	28,229.00	SY	\$3.00	\$84,687.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%
11		4' 3.9 Skip White Thermoplastic Center Stripe	26,233.00	LF	\$0.68	\$17,838.44	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%
12		Thermoplastic Crosswalk	2.00	EA	\$1,080.00	\$2,160.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%
13		Detectable Warning	4.00	EA	\$500.00	\$2,000.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%
14		Construction Fence	1,691.00	LF	\$5.00	\$8,455.00	1,700.00	1,700.00	1700.00	\$8,500.00	\$0.00	\$8,500.00	100.53%
15		Excavation Regular	1,000.00	CY	\$3.00	\$3,000.00	1,000.00	1,000.00	1000.00	\$3,000.00	\$0.00	\$3,000.00	100.00%
16		Excavation Borrow	15,369.00	CY	\$8.50	\$130,636.50	1,314.00	2,648.00	3962.00	\$11,169.00	\$22,508.00	\$33,677.00	25.78%
17		Stop Sign	2.00	EA	\$250.00	\$500.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%
18		Relocate Mailbox	21.00	EA	\$150.00	\$3,150.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%
19		Relocate Sign	15.00	EA	\$250.00	\$3,750.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%
20		Relocate Fire Hydrant	3.00	EA	\$1,500.00	\$4,500.00	3.00	3.00	3.00	\$4,500.00	\$0.00	\$4,500.00	100.00%
21		Gravity Wall Construction	750.00	LF	\$160.00	\$120,000.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%
22		6" Concrete Driveway	10.00	CY	\$125.00	\$1,250.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%
23		Silt Fence	8,566.00	LF	\$1.10	\$9,422.60	7,767.00	7,767.00	7767.00	\$8,543.70	\$0.00	\$8,543.70	90.67%
24		Sod (Seashore Paspalum)	42,391.00	SY	\$4.30	\$182,281.30	0.00	11,329.00	11329.00	\$0.00	\$48,714.70	\$48,714.70	26.73%
25		Sand Dune Stabilization	1.00	LS	\$10,000.00	\$10,000.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%
26		24" Pipe Extension	112.00	LF	\$55.00	\$6,160.00	0.00	112.00	112.00	\$0.00	\$6,160.00	\$6,160.00	100.00%

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			
27	44	Concrete Headwall Construction	20.00	CY	\$1,300.00	\$26,000.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%		
28		18" RCP	602.00	LF	\$45.00	\$27,090.00	336.00	-336.00	0.00	\$15,120.00	-\$15,120.00	\$0.00	0.00%		
29		18" MES	30.00	EA	\$900.00	\$27,000.00	8.00	-8.00	0.00	\$7,200.00	-\$7,200.00	\$0.00	0.00%		
30		Relocate Power Pole, Guy Anchors, and Telephone Box	1.00	LS	\$500.00	\$500.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%		
31		Delete Type B Stabilization	-28,229.00	SY	\$3.00	-\$84,687.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%		
32		Delete 18" RCP	-602.00	LF	\$45.00	-\$27,090.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%		
33		Delete 18" MES	-30.00	EA	\$900.00	-\$27,000.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%		
34		Add 14" x 23" Elliptical Concrete Pipe	602.00	LF	\$55.00	\$33,110.00	32.00	600.00	632.00	\$1,760.00	\$33,000.00	\$34,760.00	104.98%		
35		Add 14" x 23" Elliptical MES	30.00	EA	\$950.00	\$28,500.00	1.00	7.00	8.00	\$950.00	\$6,650.00	\$7,600.00	26.67%		
36		Add Temporary Barricades	1.00	LS	\$1,650.00	\$1,650.00	0.27	0.03	0.30	\$450.00	\$45.00	\$495.00	30.00%		
37		Add Temporary Barricades - Adjust CO #1	1.00	LS	-\$1,155.00	-\$1,155.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%		
38		Delete Gravelly Wall Construction	1.00	LS	-\$120,000.00	-\$120,000.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%		
39		Add Partial Gravelly Wall Construction	1.00	LS	\$8,000.00	\$8,000.00	0.00	1.00	1.00	\$0.00	\$8,000.00	\$8,000.00	100.00%		
40		Add Purchased Material for GW - Rebar	1.00	LS	\$3,930.75	\$3,930.75	0.00	1.00	1.00	\$0.00	\$3,930.75	\$3,930.75	100.00%		
41		Add Sheeple Wall	1.00	LS	\$454,500.00	\$454,500.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%		
42		Add Concrete Pile Cap	1.00	LS	\$78,375.00	\$78,375.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%		
TOTALS						\$1,645,793.34				\$315,687.10	\$161,426.51	\$477,113.61			

Original Contract Days 170,000  
Weather / Extension Days 6,000  
Present Allowable Days 176,000

Days Used 126,000 71.6%

Original Contract Amount \$1,297,659.59  
Change Orders: (1-3) \$348,133.75  
Present Contract Amount \$1,645,793.34

29.0% Earnings To Date \$477,113.61  
Less Retainage -\$47,711.36  
Less Previous Paid -\$284,118.39  
Net Due This Request \$145,283.85

OFFICE: (850) 769-3477  
FAX: (850) 769-3456

POST OFFICE BOX 59462  
PANAMA CITY, FL 32412-0462



September 27, 2011  
Vendor # 115  
Job # 115  
Invoice # 26302

Gulf County Board of County Commissioners  
c/o Preble-Rish, Inc.  
Attn: Mr. Clay Smallwood, E.I.  
324 Marina Drive  
Port St. Joe, FL 32456

Re: Gulf County  
Iola Road Paving Project (CIGP)

Contract Amount **\$743,881.00**

Total Amount Completed	\$611,963.03
Less Retainage (10%)	-\$61,196.30
Less Prior Invoices	<u>-\$406,635.85</u>

**Total Amount Due & Requested \$144,130.88**

20110927 11:05 AM  
CIGP - IOLA ROAD

**DUE DATE 10/12/11**

**WE GREATLY APPRECIATE YOUR BUSINESS!!!**

CONSENT  
11/11 LL

APPROVED FOR PAYMENT  
Date 11-2-11 D. JK  
Acct. # 40741-63000  
CIGP - Iola Road **45**

**APPLICATION AND CERTIFICATION FOR PAYMENT**

AIA DOCUMENT G702

**46**

TO OWNER: GULF COUNTY  
 BOARD OF COUNTY COMMISSIONERS  
 1000 CECIL G. COSTIN SR. BLVD.  
 PORT ST. JOE, FL 32456

PROJECT: GULF CO - IOLA RD

APPLICATION NO 5

Distribution to:

VIA ARCHITECT:

PREBLE-RISH, INC.  
 ATTN: CLAY SMALLWOOD, E.I.  
 324 MARINA DRIVE  
 PORT ST. JOE, FL 32456

PERIOD TO: 09/30/2011

OWNER  
 ARCHITECT  
 CONTRACTOR

PROJECT NOS: 3.231

CONTRACT DATE: 03/24/2011

CONTRACT FOR: 2010 CIGP PAVING PROJECT

**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 .....	743,881.00
2. Net change by Change Orders .....	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2) .....	743,881.00
4. TOTAL COMPLETED & STORED TO DATE .....	611,963.03
(Column G on G703)	
5. RETAINAGE:	
a. 10 % of Completed Work	61,196.30
(Column D + E on G703)	
b. % of Stored Material	
(Column F on G703)	
Total Retainage (Lines 5a + 5b or	
Total in Column I of G703) .....	61,196.30
6. TOTAL EARNED LESS RETAINAGE .....	550,766.73
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR	
PAYMENT (Line 6 from prior Certificate) .....	406,635.85
8. CURRENT PAYMENT DUE .....	144,130.88
9. BALANCE TO FINISH, INCLUDING RETAINAGE	
(Line 3 less Line 6)	193,114.27

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved		
in previous months by Owner	0.00	0.00
Total approved this Month	0.00	0.00
<b>TOTALS</b>	<b>0.00</b>	<b>0.00</b>
NET CHANGES by Change Order		0.00

CONTRACTOR: GAC CONTRACTORS, INC

By: *[Signature]* Date: 9/27/11  
 State of: FLORIDA County of: BAY  
 Subscribed and sworn to before me this 27th day of September, 2011.  
 Notary Public: *[Signature]*  
 My Commission expires: 11-1-14



**ARCHITECT'S CERTIFICATE FOR PAYMENT**  
 In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ 144,130.88

11-2-11

*[Signature]*

(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 to the amount certified.)  
 ARCHITECT: *[Signature]* Date: 10/24/11  
40941-63000  
CIGP-2010

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.

**46**

# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing  
 Contractor's signed certification is attached.  
 In all calculations below, amounts are stated to the nearest dollar.  
 Use Column 1 on Contracts where variable retainage for line items may apply.

**GULF COUNTY - IOLA RD**  
**(2010 CIGP PAVING PROJECT)**  
**#115**

APPLICATION NO: **5**  
 APPLICATION DATE: **27-Sep-11**  
 PERIOD TO: **30-Sep-11**  
 ARCHITECT'S PROJECT NO: **3.231**

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 (IF VARIABLE RATE) (10%)		
					FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
<b>SCHEDULE OF VALUES</b>												
<b>GENERAL CONDITIONS</b>												
1	MOBILIZATION	1	LS	4,339.00	1.00	1.00		4,339.00		4,339.00		
2	BONDS AND INSURANCE	1	LS	8,184.00	1.00	1.00		8,184.00		8,184.40		
3	MAINTENANCE OF TRAFFIC	1	LS	6,208.00	0.90	0.05		\$3,104.00	\$310.40	\$5,897.60		
4	CONSTRUCTION LAYOUT	1	LS	7,436.00	0.95	0.05		\$371.80	\$7,436.00	\$743.60		
5	NPDES PERMIT	1	LS	1,680.00	0.85	0.15		\$252.00	\$1,680.00	\$168.00		
	<b>SUB TOTAL</b>			<b>\$27,847.00</b>								
<b>SITEWORK</b>												
6	CLEAR AND GRUB INCLUDING DEMOLITI	1	LS	18,580.80	1.00	1.00		\$0.00	\$18,580.80	\$1,858.08		
7	TYPE SP 12.5MM ASPHALT @ 1-1/2"	2315	TON	\$203,442.20	1366.00	1366.00		\$0.00	\$120,044.08	\$12,004.41		
8	12" FDOT TYPE B STABILIZATION	33476	SY	\$72,642.92	20000.00	13476.00		\$29,242.92	\$72,642.92	\$7,264.29		
9	OPTIONAL BASE GROUP 5	21999	SY	\$213,390.30	12778.00	9221.00		\$69,443.70	\$213,390.30	\$21,339.03		
10	EXCAVATION REGULAR	43	CY	\$240.80	43.00	43.00		\$0.00	\$240.80	\$24.08		
11	EXCAVATION BORROW	21216	CY	\$123,052.80	14229.00	6987.00		\$40,524.60	\$123,052.80	\$12,305.28		
12	SIGNS	10	EA	\$2,183.90				\$0.00	\$2,183.90	\$0.00		
13	6" SOLID WHITE PAINT EDGE STRIPE	17216	LF	\$12,912.00				\$0.00	\$12,912.00	\$0.00		
14	6" SOLID YELLOW PAINT CENTER STRIP	17216	LF	\$12,912.00				\$0.00	\$12,912.00	\$0.00		
15	REFLECTIVE PAVEMENT MARKERS (RPM	430	EA	\$2,408.00				\$0.00	\$2,408.00	\$0.00		
16	SOD (ARGENTINE BAHIA) - 30" STRIP @	4782	SY	\$16,497.90	2778.00			\$0.00	\$9,584.10	\$958.41		
17	SEED AND MULCH	12434	SY	\$21,759.50	6217.00			\$0.00	\$10,879.75	\$1,087.98		
18	SILT FENCE	17216	LF	\$16,010.88	17216.00			\$0.00	\$16,010.88	\$1,601.09		
	<b>SUB TOTAL</b>			<b>\$716,034.00</b>								
<b>GRAND TOTALS</b>				<b>\$743,881.00</b>				<b>\$160,145.42</b>	<b>\$611,963.03</b>	<b>82.27%</b>	<b>\$131,917.97</b>	<b>\$61,196.30</b>

Users may obtain validation of this document by requesting of the licensee a completed AIA Document D401 - Certificate of Authenticity.

AIA DOCUMENT G703 - CONTINUATION SHEET FOR G702 - 1992 EDITION - AIA © 1992 - THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292  
 G703 - 1992

**WAIVER AND RELEASE OF LIEN  
UPON PROGRESS PAYMENT**

The undersigned lienor, upon payment of **\$144,130.88** and said payment clearing GAC Contractors' bank account, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through **September 30, 2011**, to the **Gulf County Board of County Commissioners**, on the job of the **Gulf County – Iola Road Paving Project (CIGP)** to the following property:

**Iola Road, Gulf County, Florida**

This waiver and release does not cover any retention or labor, services, or material furnished after the date specified. This waiver does not include retainage withheld in the amount of **\$61,196.30**.

Contractor: **GAC Contractors, Inc.**

By: Angie Blakemore  
Printed Name: **Angie Blakemore**  
Title: **Controller**

County of **Bay**  
State of **Florida**

Subscribed and sworn before me this 27<sup>th</sup> day of September, 2011.

IRIS B. LEE

Notary Public State of Florida

My Commission Expires: November 1, 2014.



**ADOPTION RESOLUTION**

The undersigned, as a representative or representatives of the Plan Sponsor, does hereby consent to the following resolution:

**Whereas**, the Plan Sponsor maintains an employer-sponsored benefit plan(s) for certain employees; and

**Whereas**, a Pre-Tax Premium Plan, pursuant to Section 125 of the Internal Revenue Code, would allow employees to reduce their taxable compensation to pay for their portion of the costs of the designated employer-sponsored benefit plan(s);

**Therefore, Be it Resolved**, as conclusive evidence of the adoption of the provisions of the Pre-Tax Premium Plan, the Plan Administrator has caused this Adoption Resolution to be duly executed in its name and on its behalf.

---

Signature and Title

---

Signature and Title

---

Signature and Title

RESOLUTION R2011-\_\_\_\_ (Escambia County)

RESOLUTION R2011-\_\_\_\_ (Santa Rosa County)

RESOLUTION R2011-\_\_\_\_ (Okaloosa County)

RESOLUTION R2011-\_\_\_\_ (Walton County)

RESOLUTION R2011-\_\_\_\_ (Bay County)

RESOLUTION R2011-\_\_\_\_ (Gulf County)

RESOLUTION R2011-\_\_\_\_ (Franklin County)

RESOLUTION R2011-\_\_\_\_ (Wakulla County)

**A JOINT RESOLUTION OF THE COASTAL COUNTIES OF THE NORTHWEST FLORIDA PANHANDLE REGION, RELATING TO THE DEEPWATER HORIZON OIL SPILL IN THE GULF OF MEXICO; REQUESTING SUPPORT FOR CERTAIN FEDERAL LEGISLATION; DIRECTING DISTRIBUTION OF THE RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on April 20, 2010, the Deepwater Horizon well off of the coast of Louisiana exploded, rupturing the collection system on the Gulf floor which began spewing barrels of raw crude into the Gulf of Mexico; and

**WHEREAS**, federal, state and local governments banded together to control and contain this spill but were unable to do so until after the well was finally capped on July 15, 2010; and

**WHEREAS**, the uncontained well spewed approximately 4.9 million barrels (205.8 million gallons) of oil into the Gulf of Mexico which impacted the entire Gulf of Mexico and caused damages in all states bordering the Gulf, including Alabama, Florida, Mississippi, Louisiana and Texas; and

**WHEREAS**, this is the largest accidental marine oil spill in history; and

**WHEREAS**, the spill caused both environmental and economic damages; and

**WHEREAS**, individuals, businesses and governmental entities suffered effects from both the environmental and economic damage; and

**WHEREAS**, the Federal Government has a system to collect penalties from responsible parties through the Clean Water Act; and

**WHEREAS**, those monies may be reallocated by an Act of Congress to mitigate and assist with recovery from both the environmental and economic damages which were sustained by jurisdictions along the Gulf of Mexico; and

**WHEREAS**, the eight most impacted counties in the State of Florida came together in November 2010, and have joined each other in solidarity to express the concerns for their impacted region and citizens; and

**WHEREAS**, the eight impacted counties in the State of Florida hereby offer this resolution in support of House Bill 3096, the "Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2011" (hereinafter referred to as "the Act"), which calls for Eighty Percent (80%) of the fines to be deposited in the Gulf Coast Restoration Trust Fund and reallocated to the Gulf Coast states with a portion directly allocated to Northwest Florida.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARDS OF COUNTY COMMISSIONERS AS FOLLOWS:**

**Section 1.** The recitals above are hereby incorporated in this resolution.

**Section 2.** The undersigned coalition of Florida counties hereby supports the Act in its entirety as it relates to the Gulf Coast Restoration Trust Fund to address the needs of the Gulf Coast region directly impacted by the Deepwater Horizon oil spill.

**Section 3.** This Resolution shall be effective upon execution by the last enacting County. The last enacting County is responsible for distribution of an original copy of this resolution back to each enacting County. Additionally, the Florida Association of Counties is hereby directed to provide a certified copy of this resolution to the following, as well as to the individual counties in the Northwest Florida Oil Spill Impacted Coalition:

The Honorable Barack Obama  
President of the United States  
The White House  
1600 Pennsylvania Avenue NW  
Washington, DC 20500

The Honorable Senator Bill Nelson  
U.S. Senate  
716 Hart Senate Office Building  
Washington, DC 20510

The Honorable Senator Marco Rubio  
U.S. Senate  
B40A Dirksen Senate Office Building  
Washington, DC 20510

The Honorable Congressman John A. Boehner  
U.S. House of Representatives  
1011 Longworth House Office Building  
Washington, DC 20515

The Honorable Congresswoman Nancy Pelosi  
U.S. House of Representatives  
235 Cannon House Office Building  
Washington, DC 20515

The Honorable Congressman Jeff Miller  
U.S. House of Representatives  
2416 Rayburn House Office Building  
Washington, DC 20515

The Honorable Congressman Steve Southerland  
U.S. House of Representatives  
1229 Longworth House Office Building  
Washington, DC 20515

The Honorable Congresswoman Corrine Brown  
U.S. House of Representatives  
2336 Rayburn House Office Building  
Washington, DC 20515

The Honorable Congressman Ander Crenshaw  
U.S. House of Representatives  
440 Cannon House Office Building  
Washington, DC 20515

The Honorable Congressman Richard Nugent  
U.S. House of Representatives  
1517 Longworth House Office Building  
Washington, DC 20515

The Honorable Congressman Cliff Stearns  
U.S. House of Representatives  
2306 Rayburn House Office Building  
Washington, DC 20515

The Honorable Congressman John Mica  
U.S. House of Representatives  
2187 Rayburn House Office Building  
Washington, DC 20515

The Honorable Congressman Daniel Webster  
U.S. House of Representatives  
1039 Longworth House Office Building  
Washington, DC 20515

The Honorable Congressman Gus M. Bilirakis  
U.S. House of Representatives  
407 Cannon House Office Building  
Washington, DC 20515

The Honorable Congressman C.W. Bill Young  
U.S. House of Representatives  
2407 Rayburn House Office Building  
Washington, DC 20515

The Honorable Congresswoman Kathy Castor  
U.S. House of Representatives  
137 Cannon House Office Building  
Washington, DC 20515

The Honorable Congressman Dennis Ross  
U.S. House of Representatives  
404 Cannon House Office Building  
Washington, DC 20515

The Honorable Congressman Vern Buchanan  
U.S. House of Representatives  
221 Cannon House Office Building  
Washington, DC 20515

The Honorable Congressman Connie Mack  
U.S. House of Representatives  
115 Cannon House Office Building  
Washington, DC 20515

The Honorable Congressman Bill Posey  
U.S. House of Representatives  
120 Cannon House Office Building  
Washington, DC 20515

The Honorable Congressman Tom Rooney  
U.S. House of Representatives  
1529 Longworth House Office Building  
Washington, DC 20515

The Honorable Congresswoman Frederica Wilson  
U.S. House of Representatives  
208 Cannon House Office Building  
Washington, DC 20515

The Honorable Congresswoman Ileana Ros-Lehtinen  
U.S. House of Representatives  
2206 Rayburn House Office Building  
Washington, DC 20515

The Honorable Congressman Ted Deutch  
U.S. House of Representatives  
1024 Longworth House Office Building  
Washington, DC 20515

The Honorable Congresswoman Debbie Wasserman Schultz  
U.S. House of Representatives  
118 Cannon House Office Building  
Washington, DC 20515

The Honorable Congressman Mario Diaz-Balart  
U.S. House of Representatives  
436 Cannon House Office Building  
Washington, DC 20515

The Honorable Congressman Allen West  
U.S. House of Representatives  
1708 Longworth House Office Building  
Washington, DC 20515

The Honorable Congressman Alcee L. Hastings  
U.S. House of Representatives  
2353 Rayburn House Office Building  
Washington, DC 20515

The Honorable Congresswoman Sandy Adams  
U.S. House of Representatives  
216 Cannon House Office Building  
Washington, DC 20515

The Honorable Congressman David Rivera  
U.S. House of Representatives  
417 Cannon House Office Building  
Washington, DC 20515

The Honorable Congressman Doc Hastings  
U.S. House of Representatives  
1203 Longworth House Office Building  
Washington, DC 20515

The Honorable Congressman Ed Markey  
U.S. House of Representatives  
2108 Rayburn House Office Building  
Washington, DC 20515

The Honorable Congressman Ralph M. Hall  
U.S. House of Representatives  
2405 Rayburn House Office Building  
Washington, DC 20515

The Honorable Congressman Eddie Bernice Johnson  
U.S. House of Representatives  
2468 Rayburn House Office Building  
Washington, DC 20515

The Honorable Congressman Nick Rahall  
U.S. House of Representatives  
2307 Rayburn House Office Building  
Washington, DC 20515

The Honorable Lisa Perez-Jackson  
Environmental Protection Agency  
Ariel Rios Building  
1200 Pennsylvania Avenue, N.W.  
Washington, DC 20460

The Honorable Rick Scott  
Governor, State of Florida  
Plaza Level 05, The Capitol  
400 South Monroe Street  
Tallahassee, Florida 32399-0001

Doug Darling  
Deputy Chief of Staff  
Office of Governor Rick Scott  
State of Florida  
The Capitol  
Tallahassee, FL 32399-0001

Ms. Mimi Drew  
DEP

Marjory Stoneman Douglas Bldg  
Mail Station 10  
3900 Commonwealth Blvd  
Tallahassee, FL 32399-3000

ADOPTED by the **Escambia County** Board of County Commissioners on the  
\_\_\_\_\_ day of \_\_\_\_\_ 2011.

BOARD OF COUNTY COMMISSIONERS  
OF ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
Grover C. Robinson IV, District 4  
Escambia County Oil Spill Chairman

ATTEST: ERNIE LEE MAGAHA  
Clerk of the Circuit Court of  
Escambia County

By: \_\_\_\_\_  
Deputy Clerk

(SEAL)

Approved as to form:

\_\_\_\_\_  
Escambia County Attorney

ADOPTED by the **Santa Rosa County** Board of County Commissioners on the \_\_\_\_\_ day of \_\_\_\_\_ 2011.

BOARD OF COUNTY COMMISSIONERS  
OF SANTA ROSA COUNTY, FLORIDA

By: \_\_\_\_\_  
Lane Lynchard, Chairman

ATTEST: MARY M. JOHNSON  
Clerk of the Circuit Court of  
Santa Rosa County

By: \_\_\_\_\_  
Deputy Clerk

(SEAL)

Approved as to form:

\_\_\_\_\_  
Santa Rosa County Attorney

ADOPTED by the **Okaloosa County** Board of County Commissioners on the \_\_\_\_\_ day of \_\_\_\_\_ 2011.

BOARD OF COUNTY COMMISSIONERS  
OF OKALOOSA COUNTY, FLORIDA

By: \_\_\_\_\_  
James Campbell, Chairman

ATTEST: Don W. Howard  
Clerk of the Circuit Court of  
Okaloosa County

By: \_\_\_\_\_  
Deputy Clerk

(SEAL)

Approved as to form:

\_\_\_\_\_  
Okaloosa County Attorney

ADOPTED by the **Walton County** Board of County Commissioners on the \_\_\_\_\_ day of \_\_\_\_\_ 2011.

BOARD OF COUNTY COMMISSIONERS  
OF WALTON COUNTY, FLORIDA

By: \_\_\_\_\_  
Larry Jones, Chairman

ATTEST: Martha Ingle  
Clerk of the Circuit Court of  
Walton County

By: \_\_\_\_\_  
Deputy Clerk

(SEAL)

Approved as to form:

\_\_\_\_\_  
Walton County Attorney

ADOPTED by the **Bay County** Board of County Commissioners on the \_\_\_\_\_ day of \_\_\_\_\_ 2011.

BOARD OF COUNTY COMMISSIONERS  
OF BAY COUNTY, FLORIDA

By: \_\_\_\_\_  
William T. Dozier, Chairman

ATTEST: Bill Kinsaul  
Clerk of the Circuit Court of  
Bay County

By: \_\_\_\_\_  
Deputy Clerk

(SEAL)

Approved as to form:

\_\_\_\_\_  
Bay County Attorney

ADOPTED by the **Gulf County** Board of County Commissioners on the \_\_\_\_\_ day of \_\_\_\_\_ 2011.

BOARD OF COUNTY COMMISSIONERS  
OF GULF COUNTY, FLORIDA

By: \_\_\_\_\_  
Warren Yeager, Jr., Chairman

ATTEST: Rebecca L. Norris  
Clerk of the Circuit Court of  
Gulf County

By: \_\_\_\_\_  
Deputy Clerk

(SEAL)

Approved as to form:

\_\_\_\_\_  
Gulf County Attorney

ADOPTED by the **Franklin County** Board of County Commissioners on the \_\_\_\_\_ day of \_\_\_\_\_ 2011.

BOARD OF COUNTY COMMISSIONERS  
OF FRANKLIN COUNTY, FLORIDA

By: \_\_\_\_\_  
Noah Lockley, Jr., Chairman

ATTEST: Marcia Johnson  
Clerk of the Circuit Court of  
Franklin County

By: \_\_\_\_\_  
Deputy Clerk

(SEAL)

Approved as to form:

\_\_\_\_\_  
Franklin County Attorney

ADOPTED by the **Wakulla County** Board of County Commissioners on the  
\_\_\_\_\_ day of \_\_\_\_\_ 2011.

BOARD OF COUNTY COMMISSIONERS  
OF WAKULLA COUNTY, FLORIDA

By: \_\_\_\_\_  
Mike Stewart, Chairman

ATTEST: Brent X. Thurmond  
Clerk of the Circuit Court of  
Wakulla County

By: \_\_\_\_\_  
Deputy Clerk

(SEAL)

Approved as to form:

\_\_\_\_\_  
Wakulla County Attorney

## PUBLIC NOTICE

**NOTICE IS HEREBY GIVEN** that the Gulf County Board of County Commissioners have completed its final public hearing on Tuesday, September 27, 2011 in final consideration of the following resolution in adopting the Redistricting Map of Gulf County pursuant to Federal and State mandate. The Redistricting Map and Resolution provided with this Public Notice have been formally considered and adopted by the Gulf County Board of County Commissioners.

\*Complete adopted county Redistricting Map, listing of specific parcels affected and new legal descriptions of each district are on file in the Gulf County Clerk's Office for inspection and review and can also be located on the Gulf County website, [www.gulfcounty-fl.gov](http://www.gulfcounty-fl.gov) \*

The Gulf County Board of County Commissioners shall introduce and consider for incorporation into its meeting minutes for final submittal to the Department of State the attached legal descriptions of its adopted Redistricting Map on Tuesday, November 8, 2011 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.

All interested persons may appear and be heard with respect to the legal descriptions, Redistricting Map and amendments. If a person decides to appeal any decisions made by the Gulf County Commission with respect to any matter considered at this hearing, he/she will need a record of the proceedings and that for such purpose he/she may need to ensure a verbatim record of the proceedings made and which would include any evidence upon which the appeal is to be based.

**BOARD OF COUNTY COMMISSIONERS  
GULF COUNTY, FLORIDA**

**BY: WARREN YEAGER, CHAIRMAN**

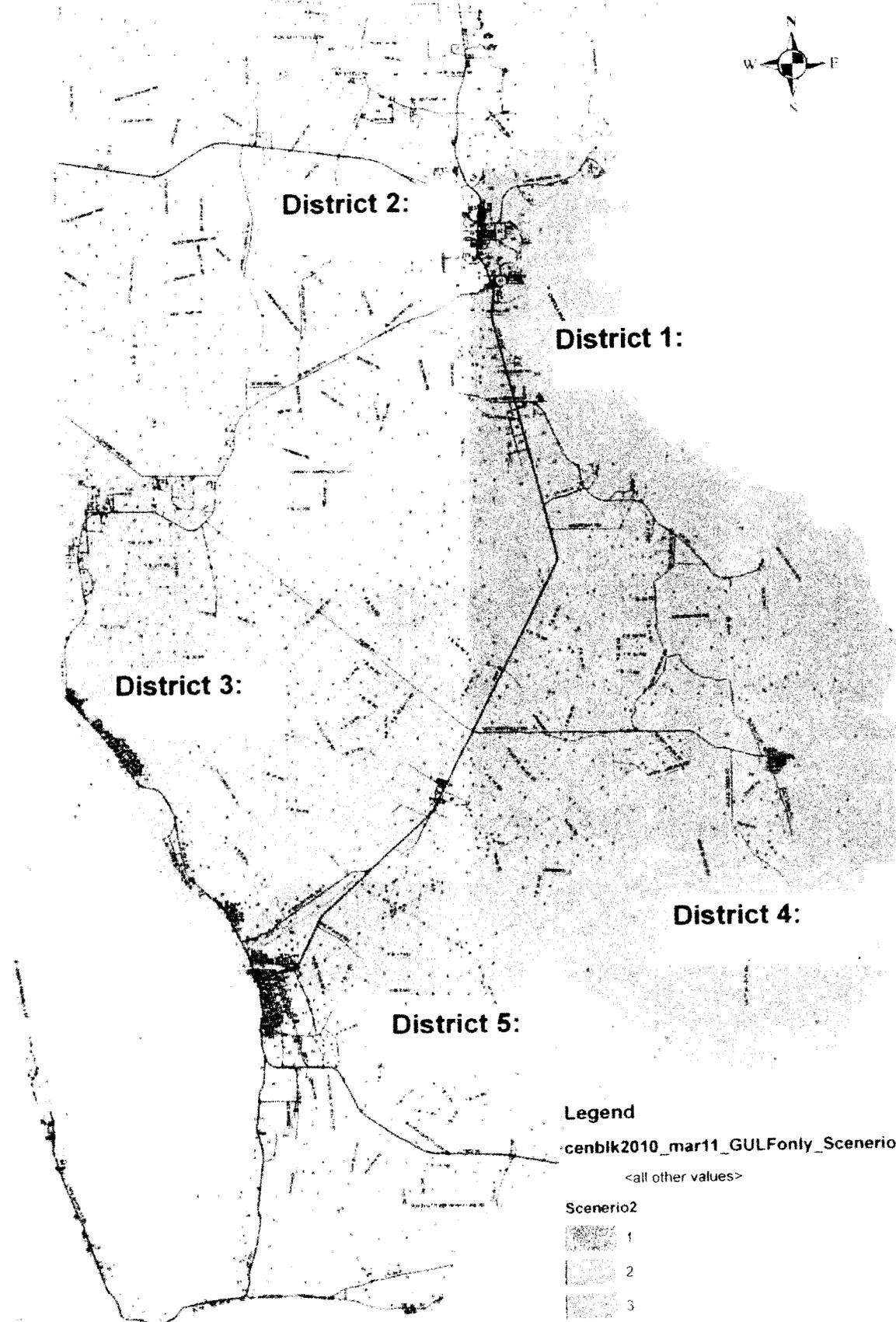
Ad Dates: 10/17 & 10/24

Ad #2011-79

**Publish as Display in color**

Invoice: Gulf County Board of County Commissioners

(Insert (1) Public Notice (2) Map (color version), (3) adopted resolution and (4) legal descriptions)



**Legend**

cenbik2010\_mar11\_GULFonly\_Scenerio5

<all other values>

**Scenerio2**

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Mar 2011

## RESOLUTION 2011-39

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF GULF COUNTY, FLORIDA, ADOPTING A PLAN FOR THE REDISTRICTING OF THE FIVE COUNTY COMMISSION DISTRICTS; MAKING CERTAIN FINDINGS; GIVING DIRECTIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Gulf County, Florida (the Board), is mandated under the combined effect of Article VIII, Section 1(e), Constitution of the State of Florida, and Section 124.01(3), Florida Statutes, to redistrict the five County Commission districts during the 2011 calendar year upon the basis of population; and

WHEREAS, the proposals for redistricting were presented by the County Administrator for the Board's review and the public's review at the public meetings held on August 16<sup>th</sup>, September 6<sup>th</sup> and September 27<sup>th</sup>. The Board directed that the recommended proposal be made available to the public through posting on the County Courthouse, available for inspection through the County Clerk's office and publication on the County's website and in the published notice in local newspapers, and that public comment regarding the proposed plan and the submission of alternative plans, if desired, be requested; and

WHEREAS, the Board held a public hearing on September 27, 2011 to consider the plan and to receive public comment thereon; and

WHEREAS, the Board desires to approve and adopt a plan for redistricting of the five County Commission districts as hereinafter provided, and to provide directions with respect thereto.

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners of Gulf County, Florida; that:

Section 1. Findings: The Board hereby finds that the plan for redistricting the five County Commission districts approved and adopted by virtue hereof:

- (a) Is based entirely upon the 2010 Post Census total population figures for Gulf County, Florida, released by the United States Census Bureau;
- (b) Results in district populations that are as nearly equal as practicable, possible and deemed appropriate;
- (c) Provides an overall range of district populations as close to the benchmark of 10% percent with consideration provided for the specific Gulf County Consent Judgment from the United States

District Court for the Northern District of Florida in the case styled *Nathan Peters et al v. Gulf County, Florida et al*, Case No. 86-2035-RV;

- (d) Utilizes significant geophysical and geopolitical features for district boundaries (such as water bodies, railroads, major roadways, and municipal boundaries);
- (e) Avoids the straddling of municipalities and cohesive communities and neighborhoods across district lines;
- (f) Avoids the use of section, township, range or other survey lines not readily apparent in the field;
- (g) Avoids irregular and oddly shaped districts in favor of compact, logically and uniformly shaped districts; and
- (h) Complies with the requirements of Florida general law, the Constitution of the State of Florida, the Voting Rights Act, and the Constitution of the United States.

Section 2. Adoption of Plan: The Board formally adopted the plan for redistricting of the five County Commission Districts as shown on the map attached hereto as Exhibit "A" after a public hearing held September 27, 2011.

Section 3. Preparation of Boundary Descriptions: The written boundary descriptions of the new districts portrayed on Exhibit "A" are attached hereto as Exhibit "B".

Section 4. Directions: The Board hereby directs its Chairman and Clerk to cause an appropriate notice to be published as required under Section 124.02, Florida Statutes, and to furnish a certified copy hereof and of the minutes reflecting the adoption hereof to the Department of State as required under Section 124.03, Florida Statutes.

Section 5. Effective Date: This Resolution shall become effective October 7, 2011 for September 27, 2011.

The foregoing Resolution was offered by Commissioner McLemore, who moved its adoption. The motion was seconded by Commissioner Williams and, being put to vote, the vote is as follows:

Commissioner Yeager	Yes
Commissioner Williams	Yes
Commissioner McLemore	Yes
Commissioner Smiley	Yes
Commissioner McDaniel	Yes

DULY ADOPTED by the Board of County Commissioners of Gulf County,  
Florida, this 27<sup>th</sup> day of September, 2011.

ATTEST: REBECCA NORRIS  
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS  
OF GULF COUNTY

BY: s/ Rebecca L. Norris  
CLERK

BY: s/Warren J. Yeager, Jr.  
CHAIRMAN

APPROVED AS TO FORM:  
BY: s/Jeremy Novak  
COUNTY ATTORNEY

EXHIBIT "A"

2011 ADOPTED GULF COUNTY REDISTRICTING MAP

EXHIBIT "B"

BOUNDARY DESCRIPTIONS OF THE 2011 ADOPTED REDISTRICTING  
MAP OF GULF COUNTY

**GULF COUNTY BOARD OF COUNTY COMMISSION**  
**September 27, 2011**  
**REGULAR MEETING**

**REDISTRICTING**

**COUNTY COMMISSIONER DISTRICT NO. 1:**

Beginning at the intersection of the center lines of State Road No. 71 and Jehu Road in the City of Wewahitchka for the Point of Beginning; thence run Northeasterly and Northerly along the center line of said Jehu Road to the point of termination of said Jehu Road; thence extend last line described North to the thread of the channel of the West Arm of Dead Lakes; thence following the thread of the channel of the West Arm of the Dead Lakes in an Easterly direction to a point of intersection with the North boundary line of Section 18, T4S, R9W; thence run East along the North boundary line of Sections 18, 17, 16, and 15 of T4S, R9W to a point of intersection with the thread of the Apalachicola River; thence run Southerly following the thread of the Apalachicola River to a point of intersection with the South boundary line of Section 14, T7S, R8W; thence run West along the South boundary line of Sections 14, 15, 16, 17, and 18 of T7S, R8W, and Sections 13, 14, 15, 16, 17, and 18 of T7S, R9W and Section 13, T7S, R10W to the Southwest corner of Section 13, T7S, R10W; thence run North along the West boundary line of Sections 13, 12, and 1 of T7S, R10W and Sections 36, 25, 24, 13, 12, and 1 of T6S, R10W, and Sections 36, 25, 24, 13, 12, and 1 of T5S, R10W to a point of intersection with the center line of County Road No. 386; thence run Easterly along the center line of said County Road No. 386 to the point of intersection with the center line of State Road No. 71; thence run North following the center line of said State Road No. 71 to the POINT OF BEGINNING.

**COUNTY COMMISSIONER DISTRICT NO. 2:**

Beginning at the intersection of the center lines of State Road No. 71 and Jehu Road in the City of Wewahitchka for the Point of Beginning; thence run Northeasterly and Northerly along the center line of said Jehu Road to the point of termination of said Jehu Road; thence extend last line described North to the thread of the channel of the West Arm of Dead Lakes; thence following the thread of the channel of the West Arm of the Dead Lakes in an Easterly direction to a point of intersection with the North boundary line of Section 18, T4S, R9W; thence run East along the South boundary line of Sections 7, 8, 9, and 10 of T4S, R9W to a point of intersection with the thread of the Apalachicola River; thence run Northerly following the thread of the Apalachicola River to the point of intersection with the Gulf-Calhoun County line; thence run West following said County line to a point of intersection with the Bay County line, the same being the Northwest corner of Section 30, T3S, R11W; thence run South following the Gulf-Bay County line to the point of intersection with the center line of Pleasant Rest Road; thence Southeasterly and Easterly along the center line of said Pleasant Rest Road to the point of intersection with the center line of County Road No. 386; thence extend the last line described East to the Northwest corner of the East ½ of Section 35, T5S, R11W; thence South along the West line of said East ½ of Section 35, to the point of intersection with the North line of Section 2, T6S, R11W; thence east along said North line of Section 2, to the Northwest

corner of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 2, T6S, R11W; thence South, parallel to the East line of said Section 2, to the point of intersection with the center line of Road 50; thence Southeasterly along the center line of said Road 50 to the point of intersection with the center line of F.B. 51 Road; thence Southwesterly and Southerly along the center line of said F.B. 51 Road to the point of intersection with the South line of Section 11, T6S, R11W; thence East along the South line of Sections 11 and 12, T6S, R11W, and Sections 7, 8, 9, 10, and 11, T6S, R10W, to the Southeast corner of Section 11, T6S, R10W; thence run North along the East boundary line of Sections 11, and 2 of T6S, R10W and Sections 35, 26, 23, 14, 11, and 2 of T5S, R10W to a point of intersection with the center line of County Road No. 386; thence run Easterly along the center line of said County Road No. 386 to the point of intersection with the center line of State Road No. 71; thence run North following the center line of said State Road No. 71 to the POINT OF BEGINNING.

#### COUNTY COMMISSIONER DISTRICT NO. 3:

Beginning at a point on the Gulf-Bay County line, said point being the Northwest corner of Section 18, T6S, R11W for the Point of Beginning; thence run North following the Gulf-Bay County line to the point of intersection with the center line of Pleasant Rest Road; thence Southeasterly and Easterly along the center line of said Pleasant Rest Road to the point of intersection with the center line of County Road No. 386; thence extend the last line described East to the Northwest corner of the East  $\frac{1}{2}$  of Section 35, T5S, R11W; thence South along the West line of said East  $\frac{1}{2}$  of Section 35, to the point of intersection with the North line of Section 2, T6S, R11W; thence east along said North line of Section 2, to the Northwest corner of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 2, T6S, R11W; thence South, parallel to the East line of said Section 2, to the point of intersection with the center line of Road 50; thence Southeasterly along the center line of said Road 50 to the point of intersection with the center line of F.B. 51 Road; thence Southwesterly and Southerly along the center line of said F.B. 51 Road to the point of intersection with the South line of Section 11, T6S, R11W; thence East along the South line of Sections 11 and 12, T6S, R11W, and Sections 7, 8, 9, 10, and 11, T6S, R10W, to the Southeast corner of Section 11, T6S, R10W; thence run South along the East boundary line of Sections 14, 23, 26, and 35 of T6S, R10W and Sections 2, 11, 14, and 23 of T7S, R10W to the Southeast corner of Section 23, T7S, R10W; thence run West along the South boundary line of Sections 23, 22, 21, 20, and 19 of T7S, R10W and Section 24, T7S, R11W to a point where the center line of the Gulf County Canal intersects the South line of Section 24, T7S, R11W; thence run Southwesterly following the center line of said Gulf County Canal to the point of intersection with the Easterly shore line of St. Joseph Bay; thence run Northerly following the Easterly shore line of St. Joseph Bay and the Gulf of Mexico to a point of intersection with the Gulf-Bay County line; thence run North along the Gulf-Bay County line to the Northwest corner of Section 18, T8S, R11W, the POINT OF BEGINNING.

#### COUNTY COMMISSIONER DISTRICT NO. 4:

Beginning at the point where the center line of the Gulf County Canal intersects with the Easterly shore line of St. Joseph Bay for the Point of Beginning; thence run Southerly following the Easterly shore line of said St. Joseph Bay to a point of intersection with the South boundary line of the City of Port St. Joe; thence run

Easterly and Northerly following the South boundary line of the City of Port St. Joe to the point of intersection with the center line of Long Avenue in the City of Port St. Joe; thence run Northerly along the center line of said Long Avenue to the point of intersection with the center line of Allen Memorial Way in the City of Port St. Joe; thence run Westerly along the center line of said Allen Memorial Way to the point of intersection with the center line of Monument Avenue in the City of Port St. Joe; thence run Northerly along the center line of said Monument Avenue to the point of intersection with the center line of Tenth Street in the City of Port St. Joe; thence run Easterly along the center line of said Tenth Street to the West boundary line of Section 6, T8S, R10W; thence run South along the West boundary line of Section 6, T8S, R10W to the Southwest corner of Section 6, T8S, R10W; thence run East along the South boundary line of Sections 6, 5, 4, 3, 2, and 1 of T8S, R10W and Section 6, T8S, R9W to a point of intersection with the Westerly shore line of Lake Wimico; thence run Southerly following the Southerly and Westerly shore line of Lake Wimico to a point on the Gulf-Franklin County line; thence run Easterly and Northerly following the Gulf-Franklin County line (which is the center line of the Jackson River and the center line of the Apalachicola River) to the point of intersection with the North boundary line of Section 23, T7S, R8W; thence run West along the North boundary line of Sections 23, 22, 21, 20, and 19 of T7S, R8W and Sections 24, 23, 22, 21, 20, and 19 of T7S, R9W and Section 24, T7S, R10W to the Northwest corner of Section 24, T7S, R10W; thence run South along the West Boundary line of Section 24, T7S, R10W to the Southwest corner of Section 24, T7S, R10W; thence run West along the North boundary line of Sections 26, 27, 28, 29, and 30, T7S, R10W and Section 25, T7S, R11W to the point of intersection with the center line of the Gulf County Canal; thence run Southwest following the center line of the said Gulf County Canal to the POINT OF BEGINNING.

#### COUNTY COMMISSIONER DISTRICT NO. 5:

Beginning at the point of intersection of the center line of Tenth Street in the City of Port St. Joe and the center line of Monument Avenue in the City of Port St. Joe for the Point of Beginning; thence run Southerly along the center line of Monument Avenue to the point of intersection with the center line of Allen Memorial Way in the City of Port St. Joe; thence run Easterly along the center line of said Allen Memorial Way to the center line of Long Avenue in the City of Port St. Joe; thence run Southerly along the center line of said Long Avenue to a point of intersection with the South boundary line of the City of Port St. Joe; thence run Westerly and Southerly following the boundary line for the City of Port St. Joe to the intersection of the South Boundary Line of the City of Port St. Joe and the Easterly shore line of the St. Joseph Bay. Thence run Southerly, Westerly and Northerly following the meanders of the shore line of St. Joseph Bay to a point on the Northerly most point of the St. Joseph Peninsula (including all land masses within the St. Joseph Bay); thence run in a Southerly direction following the shore line of the Gulf of Mexico and the St. Joseph Peninsula to the extreme Southerly most point of Cape San Blas; thence run Northerly and

Easterly following the shore line of the Gulf of Mexico to the point of intersection with the Gulf-Franklin County line; thence Northeasterly along the Gulf-Franklin County line to the point of intersection with the Southerly and Westerly shore line of Lake Wimico; thence run Westerly and Northwesterly following the Southerly and Westerly shore line of Lake Wimico to the point of intersection with the North boundary line of Section 7, T7S, R9W; thence run West along the North boundary line of Section 7, T7S, R9W and Sections 12, 11, 10, 9, 8, and 7, T8S, R10W to the Northwest corner of Section 7, T8S, R10W; thence run North along the East boundary line of Section 1, T8S, R11W to the point of intersection of the center line of Tenth Street in the City of Port St. Joe; thence run Westerly along the center line of said Tenth Street to the POINT OF BEGINNING.