

CONSENT AGENDA

February 12, 2013

1. Minutes – December 11, 2012 – Regular Meeting 1-9
 - January 8, 2013 – Regular Meeting 10-22
 - January 22, 2013 – Regular Meeting 23-30
 - January 29, 2013 – Special Meeting 31-33
2. Approval of Checks and warrants for January, 2013 which are incorporated herein by reference, pursuant to Chapter 136.06 F.S.
3. Beach Driving Permit (Turtle Patrol Vehicles for 2013) 34-35
4. Budget Amendment – Infrastructure Fund to the Extension Service (Renovations * \$5,800.00) 36
5. C.D.B.G. Housing (Grant Modification Request) 37-42
6. Grant Application (Hazard Mitigation Grant from T.S. Debby) 43
7. Grant Policies (County Personnel Policy * County Transition Plan * Housing Assistance Plan) 44-53
8. Gulf County Transportation Committee (Gulf Coast Parkway). 54-60
9. Gulf County Transportation Committee (Gulf to Bay Highway) 61-63
10. Insurance Request – Sherry & Matthew Herring (Requesting Board to pay employee individual dental insurance premium toward a family policy) 64
11. Inventory – Tourist Development Council (Transfer #230-19 * Toshiba e-Studio Series 3500C Copier to Grant Department) 65
12. Invoices – The Ferguson Group, LLC – Federal Lobbyist (Invoice #1212576 * \$239.88 * to be paid from Account #21111-31200) 66-75
13. Resolution – Joint Participation Agreement with the Florida Department of Transportation (C.R. 386 – Signing/Pavement Markings Project) 76-93
14. Resolution – Joint Participation Agreement with the Florida Department of Transportation (Gulf A.R.C. Transportation) 94
15. Travel – Commissioner Yeager (F.A.C., Small County Coalition or NACo Conferences, events, meetings, etc. for 2013-2014) 95

DECEMBER 11, 2012
PORT ST. JOE, FLORIDA
REGULAR MEETING

The Gulf County Board of County Commissioners met this date in regular session with the following members present: Chairman Tynalin Smiley, Vice Chairman Ward McDaniel, and Commissioners Carmen L. McLemore, Joanna Bryan, and Warren J. Yeager, Jr.

Others present were: County Attorney Jeremy Novak, Clerk Rebecca L. Norris, Deputy Clerk Kari Summers, Chief Administrator Don Butler, Assistant Administrator Michael Hammond, Deputy Administrator Lynn Lanier, Deputy Administrator Brett Lowry, Building Official Lee Collinsworth, Building Inspector George Knight, E.D.C. Director Barry Sellers, Grant Writer Towan Kopinsky, Gulf County E.M.S. Director Houston Whitfield, Maintenance Supervisor Steve Mork, Mosquito Control Director Mark Cothran, Planner David Richardson, Preble-Rish, Inc./County Engineer Clay Smallwood, III, Public Works Director Joe Danford, Assistant Public Works Director Jake Lewis, Sheriff Joe Nugent, T.D.C. Director Jennifer Jenkins, and Veterans' Service Officer James Kennedy.

Sheriff Nugent called the meeting to order at 9:00 a.m., E.T.

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

CONSENT AGENDA

Upon discussion regarding Item #10 (pages 24-26), Commissioner McLemore motioned to approve the Consent Agenda. Commissioner Yeager seconded the motion, and it passed 4-0, with Chairman Smiley abstaining due to family involvement, (Form 8B on file in Clerk's Office) as follows:

1. Approval of Checks and warrants for November, 2012 which are incorporated herein by reference, pursuant to Chapter 136.06 F.S.
2. Agreement – The Ferguson Group, LLC (Federal Representation and Consulting Services)
3. Budget Amendment #1 (Amend the FY 2012-2013 budget for the St. Joe Fire District Fund, Tupelo Fire District Fund, and Overstreet Fire District Fund by the decrease in actual Cash Carry Forward below the budgeted amount)

Amend the FY2011-2012 Budget for account reclassifications. No change to budget.

Budget Amendment #1**General Fund (includes Public Works Consolidated Services Fund-Part of General Fund)**

	Original Budget	Increase	Decrease	Amended Budget
Transfers In:				
104381-00000 Interfund Transfer	\$2,704,992	\$ -0-	\$2,704,992	\$ -0-
104381-92000 Intra-fund Transfer	\$ -0-	\$2,704,992	\$ -0-	\$ -0-
00189-10000 Interfund Transfer	\$ 200,000	\$ -0-	\$ 200,000	\$ -0-
00181-91000 Interfund Transfer	\$ -0-	\$ 200,000	\$ -0-	\$ 200,000

(End)

Budget Amendment #2 (Amend the FY 2012-2013 budget for the St. Joe Fire District Fund by reducing Cash to be Carried Forward from the Windmark DRI and increasing the expenditures for \$6,000.00 for the St. Joe Fire Department)

Amend the FY2012-2013 budget for the St Joe Fire District Fund by reducing Cash to Be Carried Forward from the Windmark DRI and increasing expenditures for \$6,000 for the St. Joe Fire Department as approved by the BOCC on November 13, 2012.

**Budget Amendment #2
ST JOE FIRE DISTRICT FUND**

	Original Budget	Increase	Decrease	Amended Budget
Reserves:				
N9984-96000 Cash to be Carried For	\$110,513.00	\$ 0.00	\$6,000.00	\$104,513.00
St. Joe Fire Ctrl District:				
32422-81000 Aid to City PSJ	\$ 175.00	\$6,000.00	\$ 0.00	\$ 6,175.00

(End)

Budget Amendment – Gulf County Sheriff (Beach Patrol Funds * \$8,000.00)

4. Change Order #2 – Affordable Rental Housing – D.R.E.F. (Moss Creek, Pine Ridge and Liberty Manor)
5. Grant Contract – Emergency Management (State Homeland Security Grant Contract #12-DS-9Z-02-33-01-274 * \$49,798.00)
6. Inventory – Gulf County E.M.S. (Donate * Wellness Screening * Bowflex Exercise Machine)

7. Invoices – Coastal Parasail - Beach Raking (Invoice #12010 * \$1,000.00 * to be paid from Account #27452-46100 * Invoice #12011 * \$750.00 * to be paid from Account #27452-46100 * Invoice #12012 * \$1,000.00 * to be paid from Account #27452-46100 * Invoice #12013 * \$1,000.00 * to be paid from Account #27452-46100)
- Ken Murphy – Taping County Commissioners Meetings (November, 2012 * \$1,350.00 * to be paid from Account #21111-34100)
 - The Ferguson Group, LLC – Federal Lobbyist (Invoice #1012576 * \$84.37 * to be paid from Account #21111-31200)
8. Purchase Request – T.D.C. (2013 Nissan Pathfinder through State Contract #25013 * \$25,470.00)
9. Resignation – Larry Young, Operator II (Effective January 31, 2018)
10. S.H.I.P. – Down Payment Assistance Extension (Sheila Ann Williams * \$30,000.00)
- S.H.I.P. – Rehabilitation Assistance (Ida & Sammy Porter * \$40,000.00)

(End)

PENDING ADJUDICATORS AUDIT OF BOARD POLICIES AND PRACTICES

John Comer, of Port St. Joe appeared before the Board to discuss that after the first of the year adjudicators are going to be coming to Counties along Florida, stating that the Justice Department is going to try and figure out how they can avoid politically circumventing the States under the Restore Act. He discussed that they are going to come down and do profiles of the various Counties and see what excuses they might have to exclude Counties from this process politically. He discussed his concerns regarding the Restore Act and the Constitution. He then passed out material for the Board's review <Copy of file in the Clerk's Office>.

TOURIST DEVELOPMENT COUNCIL

T.D.C. Director Jenkins appeared before the Board to present the November, 2012 T.D.C. Report, stating that the T.D.C.: (1) is working on the Visitor Guides, (2) is working on implementing their own search engine marketing program, (3) had an increase of visitors this month to the Visitor Center, (4) Bed Tax Revenue for October increased more than 39%, (5) is completing the Research Survey, (6) will be hosting Celebrate Twice with Mexico Beach and updated trolley stops have been implemented this year, (7) is updating the T.D.C. Logo, and (8) has appointed a Beach Cleaning Committee. Upon inquiry by Chairman Smiley, T.D.C. Director Jenkins reported that she met with Keith Nichols, Channel 17 Coastal Connection regarding PEG Channels, stating that they are working on a bundle package.

GULF COUNTY AMBULANCE SERVICE CONTRACT – BAY MEDICAL CENTER

E.M.S. Director Whitfield appeared before the Board to discuss the drafted contract with Bay Medical Center for supplement ambulance service provided for Mexico Beach, stating that effective April 1, 2013 the ambulance service will go back to Bay County. He reported Bay Medical Center requested the proposed contract date be changed to January 1, 2013. After further discussion, Commissioner Yeager motioned to amend the contract date with Bay Medical to January 1, 2013. Commissioner McDaniel seconded the motion, and it passed unanimously. <Clerk Norris arrived at 9:12 a.m., E.T.>

CAPITAL IMPROVEMENT PLAN

Planner Richardson reported that the adoption of the Capital Improvement Schedule Plan is set for January, 2013.

D.R.E.F. GRANT – STUMPHOLE PROJECT

Grant Writer Kopinsky requested the Board allow Chairman Smiley to execute a modification regarding the D.R.E.F. Grant which will transfer \$23,000.00 from Affordable Rental Housing to the Stumphole Project; stating these funds will complete the construction on the entire permitted South end of the Stumphole Project. Commissioner Yeager motioned to approve this request. Commissioner McLemore seconded the motion, and it passed unanimously.

CHANGE ORDER – JORDAN & ASSOCIATES – AFFORDABLE RENTAL HOUSING

Upon recommendation by Grant Writer Kopinsky, Commissioner Yeager motioned to approve Change Order #1 for Jordan & Associates; a reduction to the contract, in the amount of \$3,109.82 for the Affordable Rental Housing. Commissioner McLemore seconded the motion, and it passed unanimously.

CHANGE ORDER – BRYAN-CO SERVICES – AFFORDABLE RENTAL HOUSING

Upon recommendation by Grant Writer Kopinsky, Commissioner McLemore motioned to approve Change Order #3 for Bryan-Co Services; a reduction in the amount of \$18,268.84. Commissioner McDaniel seconded the motion, and it passed unanimously.

H.M.P.G. GRANT APPLICATION – T.S. DEBBY

Grant Writer Kopinsky discussed applying for an H.M.P.G. Grant due to Tropical Storm Debby, in the amount of \$767,733.02; stating this is a matching grant. She discussed the possibility of receiving assistance with the match funds, in the amount of \$255,911.00 from the Florida Department of Transportation. Commissioner Yeager motioned to approve applying for the H.M.P.G. Grant. Commissioner McLemore seconded the motion, and it passed unanimously.

REFERENDUM – SCHOOL BOARD RESOLUTION

County Attorney Novak reported the Gulf County School Board met on December 6, 2012 and passed a Resolution to explore placing a referendum to the public regarding the extension of the additional ½ mil for four years. County Attorney Novak read the Resolution by title. Gulf County School Board Superintendent Jim Norton appeared

before the Board to discuss the adopted resolution which directs the Gulf County Board of County Commissioners to call for a special election within the School District to approve an Ad Valorem Tax Millage as authorized under Florida Statute 1011.73. Commissioner Yeager motioned to approve a referendum for the Gulf County School Board to hold a Special Election on March 5, 2013. Commissioner McDaniel seconded the motion for discussion. Upon inquiry by Commissioner Bryan, Superintendent Norton reported that the School Board is following the same process that was in place four years ago, per the laws of the State of Florida. After further discussion, the motion then passed unanimously.

HEALTHCARE TRUST BOARD COMMITTEE – APPOINTEE

County Attorney Novak discussed the Health Trust Board Committee meeting, stating according to the Interlocal Agreement, there needs to be two County Representatives serving on the Healthcare Trust Board and recommended appointing a Commissioner to replace Commissioner Williams. Commissioner Yeager motioned to appoint Commissioner McDaniel to the Healthcare Trust Board. Commissioner McLemore seconded for discussion. After discussion regarding Commissioner McDaniel's spouse working at the Gulf County Health Department, the motion then passed unanimously.

P.D.R.B. – VACANCIES

County Attorney Novak reported the P.D.R.B. could not establish a quorum to meet this month, and requested the Board remind the public of the vacancies. He reported that the form is available on the County's website for anyone interested in serving on the P.D.R.B.

RESTORE ACT – RESTORE TECHNICAL ADVISOR

County Attorney Novak discussed that he was previously instructed by the Board to explore services for a consultant or a Restore Technical Advisor, stating he has received an Advisory Opinion from the Commission on Ethics. He reported it is not prohibited by Florida Statute to have a former elected official return and work directly for the County, stating the Statute would however prohibit a former elected official from working on behalf of the County under a company or a third party. After discussion by County Attorney Novak regarding the Board's Policy, Commissioner Yeager discussed his concerns regarding the County's time line and the need for items to be presented to the Restore Act Committee for their review and recommendation to the Board.

PLEDGE OF CIVILITY

County Attorney Novak discussed the Pledge of Civility, stating there is a Senate Bill for 2013 (SB50), which will give the public the opportunity to speak at public forum meetings. He discussed the Board's Policy regarding the public appearing before the Board to speak during Commission meetings.

LEASE – INDUSTRIAL PARK BUILDING

Upon discussion and recommendation by Chief Administrator Butler, Commissioner McLemore motioned to approve a proposed Lease Agreement for the Industrial Park, contingent upon approval from E.D.A. and the County Attorney's review. Commissioner

Yeager seconded the motion for discussion. Upon inquiry by Commissioner McDaniel, Chief Administrator Butler reported the County is to maintain the building for twenty (20) years before the County can consider the option to sale, stating that the 20 year term will end early 2016. Upon inquiry by Commissioner Bryan, County Attorney Novak reported the County will rent to a commercial tenant under E.D.A. guidelines for the next 36 months. He discussed the "buy-out" option after the twenty year term has expired. After further discussion, the motion then passed 4 to 1, with Commissioner Bryan voting no.

OIL SPILL RESPONSE COORDINATION

Chief Administrator Butler discussed the Oil Spill Response Coordination and the fifteen (15) recommendations. He reported the next meeting will be held on January 17, 2013 to make a final vote regarding these recommendations which will then be submitted to the Governor for review.

CONTRACT – COUNTY PROBATION SERVICES

Chief Administrator Butler discussed the existing contract with Florida Probation Services for the County Probation services and recommended the Board extend the contract for 60 days in order to modify the scope of services. Florida Probation Services President Richard Stewart appeared before the Board to discuss the modification to the existing contract and requested the Board agree to a three year contract instead of a yearly contract. Commissioner McDaniel motioned to extend the County Probation Contract with Florida Probation Services for sixty days. Commissioner McLemore seconded the motion, and it passed unanimously.

FUNDING REQUEST – NORTH FLORIDA CHILD DEVELOPMENT

Chief Administrator Butler presented a funding request from North Florida Child Development for the Board's review. No action was taken by the Board.

EMPLOYEES – GULF COUNTY SHERIFF DEPARTMENT

Sheriff Nugent appeared before the Board to report that the new Sheriff Elect has made some personnel changes, stating that the payout cost is approximately \$60,000.00 which is not budgeted.

SWEARING IN CEREMONY

Clerk Norris reported the newly elected and re-elected Constitutional Officers will hold their "swearing-in" ceremony on January 8, 2013 at 9:00a.m., E.T. in the Gulf County Courtroom.

APALACHEE REGIONAL PLANNING COUNCIL – APPOINTEE

Assistant Administrator Hammond reported he serves as the Governor's appointee on the A.R.P.C. Board and this Board will need to appoint a new County Representative to serve once County Property Appraiser Colbert leaves office.

TRANSPORTATION DISADVANTAGED COORDINATING BOARD – APPOINTEE

Deputy Administrator Lanier discussed the need of an appointee to serve on the Transportation Disadvantaged Coordination Board, stating the deadline to notify A.R.P.C. of this new member is December 28, 2012. Commissioner Yeager motioned to appoint Chairman Smiley to serve on the Transportation Disadvantaged Coordination Board. Commissioner Bryan seconded the motion, and it passed unanimously.

G.C.B.O.C.C. DECEMBER MEETING – CANCELLED

Upon discussion by Deputy Administrator Lanier, Commissioner McDaniel motioned to cancel the second scheduled regular board meeting in December. Commissioner Yeager seconded the motion, and it passed unanimously.

COUNTY AGENDA PACKET

Commissioner Bryan discussed her concerns regarding items brought before the Board to be voted on that are not placed in the Agenda for prior review, and suggested the Board review this issue further. Commissioner Yeager discussed his concerns regarding the agenda process and items being presented to the Board for a vote.

G.C.B.O.C.C. BOARD –MEETING TIMES

Commissioner Bryan discussed her concerns regarding the time the commission meetings are held, stating citizens are concerned that the meetings are held during the work day. She also suggested the Board consider making an adjustment to the meeting times.

STREET LIGHTS

Commissioner McLemore discussed his concerns regarding the Board's vote during the budget session to have the street lights turned off. He reported that street lights are being turned off and discussed his concerns regarding security and safety due to this change. Commissioner Yeager reported that the decision of the Board was to leave street lights on at the boat ramps, parks, and dangerous intersections. Upon inquiry by Commissioner McLemore, Commissioner Yeager reported that a letter has been sent to Gulf Coast Electric Cooperative regarding which street lights to turn off. Commissioner McDaniel discussed his concerns regarding street lights within the County.

RESTORE ACT – WORKSHOPS

Commissioner Yeager discussed the workshops that were held in Port St. Joe and in Wewahitchka regarding the Restore Act, reporting that more public meetings will continue.

CONSORTIUM – FORMULA ALLOCATION RESOLUTION

Commissioner Yeager discussed the twenty-three County Consortium meeting and recommended the Board accept the new formula allocations by resolution. County Attorney Novak reported that the proposed resolution is being drafted to reflect the new formula. Commissioner Yeager motioned to allow the Chairman to execute the new allocation formula resolution. Commissioner McLemore seconded the motion, and it passed unanimously.

CONSORTIUM EXECUTIVE COMMITTEE – APPOINTEE

Following discussion, Commissioner Yeager motioned to submit a letter to the Consortium Executive Committee approving Commissioner Yeager to run for the office of Secretary-Treasurer. Commissioner McDaniel seconded the motion, and it passed unanimously.

COUNTY ROAD 386

Commissioner McDaniel reported that he has been in contact with the State regarding turning County Road 386 into a State Road. He discussed his concerns regarding the Gulf Coast Parkway Project.

PLANNING & DEVELOPMENT REVIEW BOARD – APPOINTEE

Commissioner McDaniel discussed his concerns regarding having a representative from the North end of the County to serve on the P.D.R.B. Planner Richardson reported that each district has a representative to serve on the P.D.R.B.

Chairman Smiley called for public comment.

PORT ST. JOE DOWNTOWN REDEVELOPMENT AGENCY – BAY FRONT PARK

Gail Alsobrook of the Port St. Joe Downtown Redevelopment Agency (P.S.J.D.R.A.) appeared before the Board to discuss the proposed plan for the Bay Front Park Project. Commissioner Yeager motioned to allow an additional three minutes to speak. Commissioner Bryan seconded the motion, and it passed unanimously. Ms. Alsobrook discussed the proposed buffer preserve and turtle rescue, stating the desire is to have people stop and visit Gulf County. Commissioner McLemore stated he is not in support of moving the Lighthouse to the City of Port St. Joe. Upon inquiry by Commissioner Yeager, Ms. Alsobrook reported the meeting to discuss the Bay Front Park Project will be held on December 13, 2012 at 10:00 a.m., E.T. at the Welcome Center. Commissioner Yeager discussed his concerns regarding the relocation of the Lighthouse.

COUNTY AGENDA PACKET

Christy McElroy of Port St. Joe appeared before the Board to discuss the agenda packet, stating the City of Port St. Joe's policy is to add the late items to the agenda packet and highlight the additions in red.

There being no further business, and upon motion by Commissioner Yeager, second by Commissioner McDaniel, and unanimous vote, the meeting did then adjourn at 10:32 a.m., E.T.

**TYNALIN SMILEY
CHAIRMAN**

ATTEST:

**REBECCA L. NORRIS
CLERK**

JANUARY 8, 2013
PORT ST. JOE, FLORIDA
REGULAR MEETING

The Gulf County Board of County Commissioners met this date in regular session with the following members present: Chairman Tynalin Smiley, Vice Chairman Ward McDaniel, and Commissioners Carmen L. McLemore, Joanna Bryan, and Warren J. Yeager, Jr.

Others present were: County Attorney Jeremy Novak, Clerk Finance Officer Sherry Herring, Deputy Clerk Kari Summers, Chief Administrator Don Butler, Assistant Administrator Michael Hammond, Deputy Administrator Lynn Lanier, Deputy Administrator Brett Lowry, Building Official Lee Collinsworth, Building Inspector George Knight, Emergency Management Director Marshall Nelson, Fire Coordinator Brad Price, Grant Writer Towan Kopinsky, Gulf County Extension Agent Roy Lee Carter, Maintenance Supervisor Steve Mork, Mosquito Control Director Mark Cothran, Planner David Richardson, Preble-Rish/County Engineer Clay Smallwood, III, Assistant Public Works Director Jake Lewis, Public Works Director Joe Danford, Sheriff's Office Deputy Chris Buchanan, Sheriff's Office Deputy Ross Yowell, and T.D.C. Director Jennifer Jenkins.

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

County Attorney Novak opened the meeting with prayer, and Chairman Smiley led the Pledge of Allegiance to the Flag.

The meeting did then recess at 9:01 a.m., E.T. for the purpose of attending the Swearing In Ceremony of the Constitutional Officers.

The meeting did then reconvene at 9:26 a.m., E.T.

CAPE SAN BLAS LIGHTHOUSE – RELOCATION

Patricia Hardman of Port St. Joe appeared before the Board to thank the Board for their attempt in keeping the Cape San Blas Lighthouse at the Cape. She discussed the County's twenty five (25) year lease and the cost the County has spent on the up-keep on the Lighthouse. Ms. Hardman discussed her concerns regarding the Department of Interior's decision regarding the relocation of the Cape San Blas Lighthouse. She reported that for the County to move the Lighthouse to Salinas Park would cost approximately \$300,000.00 and for the City of Port St. Joe to move the Lighthouse into Port St. Joe would cost approximately \$600,000.00. Ms. Hardman recommended the Board protest and let the Department of Interior know that the County wants the Lighthouse to be relocated at Salinas Park. Commissioner Yeager motioned to allow three additional minutes to speak. Commissioner McDaniel seconded the motion, and it

passed unanimously. Ms. Hardman discussed her concerns regarding that after approximately 200 years of overlooking the Gulf, the Lighthouse will now be overlooking a parking lot in downtown Port St. Joe. Betty McNeill of Indian Pass appeared before the Board to report she has been on the Lighthouse Committee since the committee was created. She discussed her concerns regarding the City of Port St. Joe acquiring the Cape San Blas Lighthouse even though the County has a Lease Agreement until 2029. Mrs. McNeill requested the Board make an effort to have the Cape San Blas Lighthouse relocated to Salinas Park to keep from destroying the historical aspect. Upon discussion by members of the Board, Commissioner Yeager motioned to submit a letter to the Department of Interior notifying them that the County is interested in the Cape San Blas Lighthouse should the City of Port St. Joe not be able to raise the funds to have the Lighthouse relocated. Commissioner McLemore seconded the motion for discussion. Upon discussion by Commissioner Bryan, Gail Alsobrook of the Port St. Joe Downtown Redevelopment Agency (P.S.J.D.R.A.) appeared before the Board to report the City of Port St. Joe is creating a Capital Campaign to raise funds for this relocation project, stating the City of Port St. Joe has significant funds already in place and other pledges have been made. Upon inquiry by Commissioner McDaniel, County Attorney Novak discussed the Cape San Blas Lighthouse Lease Agreement and the motion that is on the floor. After further discussion, Julia Cunningham of Port St. Joe appeared before the Board to discuss her concerns regarding the relocation of the Cape San Blas Lighthouse. She discussed the cost in moving the Cape San Blas Lighthouse to the City of Port St. Joe. Commissioner Bryan requested that Commissioner Yeager amend his motion to include that the County is in support of working with the City of Port St. Joe in this relocation project. Commissioner Yeager amended his motion to include that the County is in support of working with the City of Port St. Joe concerning this issue. The motion then passed unanimously.

RECREATIONAL VEHICLES

Curtis Cryderman of St. Joe Beach appeared before the Board to discuss his concerns regarding the growth and development in the St. Joe Beach area with R.V.'s, and requested that regulations be developed and enforced. Commissioner Bryan reported she spoke with Mr. Cryderman and Code Enforcement Mike Aiken regarding this issue. Upon inquiry by Chairman Smiley, County Attorney Novak discussed the Comprehensive Ordinance and various proposed Ordinances that were presented to the Board that did not pass regarding some of these issues. He stating that the Code Enforcement has nuisance ability under the Nuisance Ordinance to pursue some of the concerns discussed by Mr. Cryderman, but concerns regarding setback requirements, more than one R.V. per parcel, and water and sewer hookup are not under a County Ordinance at this time. Commissioner Yeager requested that Commissioner Bryan work with County Attorney Novak and staff concerning this issue.

CONSENT AGENDA

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

1. Minutes – October 25, 2012 – Regular Meeting
 - November 2, 2012 – Emergency Meeting
 - November 13, 2012 – Regular Meeting
 - November 26, 2012 – Supplemental Budget Hearing
2. Approval of Checks and warrants for December, 2012 which are incorporated herein by reference, pursuant to Chapter 136.06 F.S.
3. Agreement – FL Department of Environmental Protection (St. Joseph Peninsula Beach Restoration Project)

Agreement – State of Florida, Division of Emergency Management (Disaster Relief Funding Agreement * Contract No. 13-IS-3S-02-33-02-548 * Hurricane Isaac * FEMA-4084-DR-FL)

Agreement – One Way Fitness Center (Employee Fitness Membership)
4. Appointment – Emergency Food & Shelter Board (Stephanie Richardson, James Kennedy, David Richardson, and Chairman Tan Smiley)
5. Inventory – Fire Coordinator (Return to Public Works 2004 Chevrolet Truck * VIN #1GCEC14V14Z187016 * Tag #213657 * Transfer from Jail to Fire Coordinator 2004 Ford Crown Vic * VIN #2FAFP71WX4X120922 * Tag #TC1895)
6. Invoices – Department of Management Services – Fire Coordinator Retirement (Invoice #186764 * \$2,385.21 * Invoice #186765 * \$8.82 * to be paid from Account #314522-22000)
 - Sniffen & Spellman, P.A. – Professional Litigation Services (Invoice #9853 * \$171.00 * to be paid from Account #21111-31300)
7. Meetings – Early Learning Coalition
8. Refund – Planning Department – Variance (Bill Hinds * \$75.00)
9. Resolution No. 2012-43 (Ratification for Restore Consortium 8 County Resolution Revised Formula), as follows:

RESOLUTION NO. 2012-43

JOINT RESOLUTION OF DISPROPORTIONATELY AFFECTED COUNTIES UNDER THE FEDERAL RESTORE ACT

A JOINT RESOLUTION OF THE BOARDS OF COUNTY COMMISSIONERS OF BAY COUNTY, ESCAMBIA COUNTY, FRANKLIN COUNTY, GULF COUNTY, OKALOOSA COUNTY, SANTA ROSA COUNTY, WAKULLA COUNTY AND WALTON COUNTY, ESTABLISHING AND AGREEING TO A FORMULA FOR ALLOCATING AMONG THE COUNTIES CERTAIN FUNDS PROVIDED TO DISPROPORTIONATELY AFFECTED COUNTIES PURSUANT TO THE RESTORE ACT; PROVIDING AN EFFECTIVE DATE.

BE IT JOINTLY RESOLVED BY THE BOARDS OF COUNTY COMMISSIONERS OF BAY COUNTY, ESCAMBIA COUNTY, FRANKLIN COUNTY, GULF COUNTY, OKALOOSA COUNTY, SANTA ROSA COUNTY, WAKULLA COUNTY AND WALTON COUNTY:

SECTION 1. FINDINGS. The Boards of County Commissioners of Bay County, Escambia County, Franklin County, Gulf County, Okaloosa County, Santa Rosa County, Wakulla County and Walton County (the "Boards") hereby find as follows:

- (A) In 2012, the Congress of the United States enacted and the President signed into law the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (the "RESTORE Act").
- (B) The RESTORE Act establishes the Gulf Coast Restoration Trust Fund consisting of 80 percent of all administrative and civil penalties paid by responsible parties in connection with the explosion on, and sinking of, the mobile offshore drilling unit Deepwater Horizon (the "Deepwater Horizon Event") pursuant to a court order, negotiated settlement or other instrument in accordance with Federal law.
- (C) The RESTORE Act directs 35 percent of the available funds in the Trust Fund to be distributed in equal shares to the states of Alabama, Florida, Louisiana, Mississippi, and Texas (the State Allocation).
- (D) The RESTORE Act divides Florida's share of the State Allocation into two parts. One part is for the Non-disproportionately Affected Counties which are to receive 25 percent of Florida's share. The RESTORE Act includes a formula for dividing the 25 percent among the Non-disproportionately Affected Counties based on distance to the Deepwater Horizon Event, population and sales tax collections.
- (E) The second part of Florida's share is for the Disproportionately Affected Counties, which are to receive 75 percent of Florida's share (the "75 Percent Share"). The RESTORE Act does not specify a formula for the distribution of those funds among the Disproportionately Affected

Counties.

- (F) Various sections of chapter 2011-142, Laws of Florida, defines the "Disproportionately Affected Counties" to include Bay County, Escambia County, Franklin County, Gulf County, Okaloosa County, Santa Rosa County, Wakulla County and Walton County.
- (G) The Gulf Consortium has been formed by Interlocal Agreement among the Boards of County Commissioners of the 14 of the 15 Non-Disproportionately Affected Counties and seven of the eight Disproportionately Affected Counties to address issues of mutual concern and benefit under the RESTORE Act.
- (H) Franklin County Board of County Commissioners has not yet joined the Gulf Consortium.
- (I) At its meeting on November 28, 2012, the Gulf Consortium formed the Committee of the Eight Disproportionately Affected Counties (the "Committee"), which includes a representative from each of the seven Disproportionately Affected Counties that are members of the Gulf Consortium and a representative from Franklin County.
- (J) The Committee was established for the purposes of developing an agreed-upon formula by consensus of the Committee members to allocate the 75 Percent Share among the Disproportionately Affected Counties and recommending it for adoption to the Boards of County Commissioners of each of the Disproportionately Affected Counties.
- (K) The Committee met in Walton County on December 7, 2012 and considered adopting a formula for distributing the 75 Percent Share among the Disproportionately Affected Counties and recommending it for adoption by Joint Resolution to the Boards of County Commissioners of each of the Disproportionately Affected Counties.
- (L) Representatives of each of the Disproportionately Affected Counties attended the Committee meeting.
- (M) The representative from Franklin County declared that she would not be voting on any motion considered by the Committee, as Franklin had not joined the Gulf Consortium.
- (N) The Committee discussed a formula that included a 20 percent equal share for each of the Disproportionately Affected Counties, with the remaining 80 percent distributed according to the following weighted formula:

1. Thirty percent based on the weighted average of the county shoreline oiled.
2. Thirty percent based on the weighted average of the county per capita sales tax collections estimated for Fiscal Year 2011-12.
3. Twenty percent based on the weighted average of the population of the county.
4. Twenty percent based on inverse proportion of the weighted average distance from the Deepwater Horizon oil rig to the nearest and farthest point of the shoreline.

(O) Data presented to the Committee estimated that the formula would produce the following percentage shares of the 75 Percent Share for the Disproportionately Affected Counties:

BAY COUNTY	15.101
ESCAMBIA COUNTY	25.334
FRANKLIN COUNTY	8.441
GULF COUNTY	6.743
OKALOOSA COUNTY	15.226
SANTA ROSA COUNTY	10.497
WAKULLA COUNTY	4.943
WALTON COUNTY	13.712

(P) The Committee determined that the weighted formula included Components that were not definitive, but were subject to interpretation, such as the population of the county, which can vary day-to-day.

Upon proper motion, with the representative from Franklin abstaining, the Committee otherwise unanimously adopted a motion recommending that the Boards of County Commissioners of each of the Disproportionately Affected Counties jointly adopt the following allocation of the 75 Percent Share for the Disproportionately Affected Counties based on the following percentages:

BAY COUNTY	15.101
ESCAMBIA COUNTY	25.334
FRANKLIN COUNTY	8.441
GULF COUNTY	6.743
OKALOOSA COUNTY	15.226
SANTA ROSA COUNTY	10.497
WAKULLA COUNTY	4.943
WALTON COUNTY	13.712

SECTION 2. AUTHORITY. Each of the Boards has the home rule power provided in the County's charter (for the charter counties) and in Chapter 125, Florida Statutes, to adopt a resolution to further the health, safety and welfare of the County. Adopting a formula for allocating the 75 Percent Share among the Disproportionately Affected Counties furthers the goals and objectives of the each of the Boards by providing more certainty as to the allocation method under the RESTORE Act and resolving any dispute among the Disproportionately Affected Counties that may arise in the future.

SECTION 3. ADOPTION OF THE ALLOCATION FORMULA FOR THE 75 PERCENT SHARE. The Boards hereby adopt the following formula for allocating the 75 Percent Share among the Disproportionately Affected Counties on the following percentages:

BAY COUNTY	15.101
ESCAMBIA COUNTY	25.334
FRANKLIN COUNTY	8.441
GULF COUNTY	6.743
OKALOOSA COUNTY	15.226
SANTA ROSA COUNTY	10.497
WAKULLA COUNTY	4.943
WALTON COUNTY	13.712

SECTION 4. APPLICABILITY AND EFFECTIVE DATE. This Joint Resolution shall take effect upon adoption by each and every one of the Boards and shall become effective on the date adopted by the last Board of County Commissioners to adopt the Joint Resolution.

SIGNATURE PAGE TO THE JOINT RESOLUTION ESTABLISHING A FORMULA FOR THE DISTRIBUTION OF THE 75 PERCENT SHARE AMONG THE DISPROPORTIONATELY AFFECTED COUNTIES.

PASSED AND DULY ADOPTED at a meeting of the Board of County Commissioners of Gulf County on the 11th day of December, 2012.

(End)

PUBLIC HEARING – FIVE-YEAR CAPITAL IMPROVEMENT SCHEDULE

County Attorney Novak reported that with regards to Chapter 163 Florida Statute, the County is required under the Capital Improvements Elements to establish a Five-Year Capital Improvement Plan. He also reported this plan is to be reviewed annually and amended by ordinance as necessary. County Attorney Novak read the proposed ordinance by title. Planner Richardson discussed the ordinance process, stating this is the First Public Hearing and the proposed ordinance will be presented to the Board for

adoption at the next Commission meeting. He reported there are four areas that are concurrency required State-wide: (1) water, (2) sewer, (3) drainage, and (4) solid waste. Planner Richardson discussed his concern regarding the concurrency issues. Upon inquiry by Commissioner McDaniel, Planner Richardson discussed the funding shift regarding the Gulf Coast Parkway and the Gulf to Bay Highway Projects. After further discussion, Assistant Administrator Hammond recommended the Board schedule a workshop in order for Solid Waste Director Danford to discuss the Gulf County Landfills. Commissioner Bryan motioned to hold a workshop regarding the Landfill. Commissioner Yeager seconded the motion, and it passed unanimously. Chairman Smiley called for public comment. There was no public comment.

GULF COUNTY SHERIFF – BUDGET AMENDMENT

Chief Administrator Butler reported he did meet with the newly elected Sheriff to discuss a budget request that was filed by the previous elected Sheriff, stating Sheriff Harrison will appear before the Board at a later date to discuss budget matters.

TOURIST DEVELOPMENT COUNCIL – MONTHLY REPORT

T.D.C. Director Jenkins appeared before the Board to discuss the T.D.C. December, 2012 Status Report, stating they have completed (1) the guidelines for the Wedding Partner Program, (2) the embarkment on a Pet Friendly Media Program, and (3) a 30 minute television show on the Coastal Connection, Channel 17 titled “Exploring Gulf County” beginning in February, 2013. She reported the activity in the Welcome Center increased by 31% in December, 2012 and the Bed Tax Revenue had a decrease in November, 2012. She also reported that the Celebrate Twice Event was a success.

ADVERTISE SEALED BIDS – BEACH CLEANING

Upon recommendation by T.D.C. Director Jenkins, Commissioner Yeager motioned to advertise to receive sealed bids for beach cleaning. Commissioner McDaniel seconded the motion, and it passed unanimously.

REJECT BID #1213-04 – PRINTING OF 2013 VISTOR GUIDE

Upon recommendation by T.D.C. Director Jenkins, Commissioner Yeager motioned to reject Bid #1213-04 for the printing of the 2013 Visitor Guide and to re-advertise to receive sealed bids for this project. Commissioner McDaniel seconded the motion, and it passed unanimously.

ADVERTISE SEALED BID - STRATEGIC SOCIAL AND DIGITAL MEDIA

Upon recommendation by T.D.C. Director Jenkins, Commissioner Yeager motioned to advertise to receive sealed R.F.Q.'s for the T.D.C. regarding strategic social and digital media. Commissioner McDaniel seconded the motion, and it passed unanimously.

TOURIST DEVELOPMENT COUNCIL - MEDIA

T.D.C. Director Jenkins reported that the T.D.C. Council suggested that T.D.C. work with the State Film Office, stating there are a lot of opportunities to work with this team in Tallahassee to promote Gulf County for commercial and television production.

TOURIST DEVELOPMENT COUNCIL - AUDIT

T.D.C. Director Jenkins reported that Clerk Norris provided the T.D.C. with the findings (of the Okaloosa County T.D.C.) from the State Auditor General, stating they will meet this month to discuss the results.

WORKSHOP – ECONOMIC DEVELOPMENT COUNCIL

Upon discussion by Deputy Administrator Lanier, Commissioner McDaniel motioned to hold a workshop on January 16, 2013 at 10:00 a.m., E.T. at the E.O.C. Building to discuss the E.D.C. Commissioner Yeager seconded the motion, and it passed unanimously.

P.D.R.B. – APPOINTEE

Upon discussion by Deputy Administrator Lanier, Commissioner Yeager motioned to appoint Robert Nations to serve on the Planning Development Review Board. Commissioner McDaniel seconded the motion, and it passed unanimously.

AWARD BID #1213-03 – PUBLIC WORKS INVENTORY

Upon recommendation by Public Works Director Danford, Commissioner McLemore motioned to award Bid #1213-03 for Public Works Inventory to Harold's Auto Parts (low bidder), in the amount of \$982.80. Commissioner Yeager seconded the motion, and it passed unanimously.

LAND DEVELOPMENT REGULATIONS

Planner Richardson reported that the County has been awarded a Technical Grant, in the amount of \$30,000.00 through the Department of Economic Opportunity for updating the Land Development Regulations. He also reported the deadline regarding this grant is June 30, 2013. Upon discussion, Commissioner Yeager motioned to accept this Technical Grant from the Department of Economic Opportunity, contingent upon the County Attorney's review. Commissioner McDaniel seconded the motion, and it passed unanimously.

CHANGE ORDER – WHITE CITY BRIDGE LANDSCAPE PROJECT

Upon discussion by Grant Writer Kopinsky, Commissioner McLemore motioned to approve Change Order #2 with an increase of \$47,419.00 to Bay Landscape & Palm Service, LLC for the White City Bridge Landscape Project. Commissioner Bryan seconded the motion, and it passed unanimously.

S.H.I.P. – L.H.A.P. POLICY

Upon discussion by County Attorney Novak, Commissioner McDaniel motioned to amend the L.H.A.P. Policy to allow S.H.I.P. applications a \$1,000.00 threshold in order to submit a second application for S.H.I.P. assistance. Commissioner Yeager seconded the motion, and it passed unanimously.

S.H.I.P. – SHORT SALE POLICY

County Attorney Novak reported that the Board previously granted Chief Administrator Butler, S.H.I.P. Director Lowry, and himself the authority to give S.H.I.P. applicants

forgiveness of their loans when they were foreclosed. He stated they have several S.H.I.P. applicants who are going through the short sale process, but they are receiving some funds from the Federal Government for relocation or moving expenses. Upon recommendation by County Attorney Novak, Commissioner McDaniel motioned to extend the current policy to allow Chief Administrator Butler, S.H.I.P. Administrator Lowry, and County Attorney Novak to process satisfactions regarding loans that are in short sale status, contingent upon S.H.I.P. applications signing an affidavit regarding receiving Government Funds. Commissioner Yeager seconded the motion, and it passed unanimously.

S.H.I.P. – SUBORDINATION POLICY

County Attorney Novak requested permission for Chief Administrator Butler, S.H.I.P. Administrator Lowry, and County Attorney Novak to approve applications for S.H.I.P. subordinations, if deemed necessary. Commissioner Yeager motioned to approve this request. Commissioner McDaniel seconded the motion, and it passed unanimously.

TOURIST DEVELOPMENT COUNCIL – MEDIA BUY

County Attorney Novak reported that T.D.C. Director Jenkins is purchasing media buys and that all the contracts will go through T.D.C. Director Jenkins. He stated there will not be an R.F.P. process due to being a sole source. Upon discussion by County Attorney Novak, Commissioner Yeager motioned to allow T.D.C. Director Jenkins to proceed with the media buys (sole source provider). Commissioner McDaniel seconded the motion, and it passed unanimously.

LEASE – INDUSTRIAL PARK

County Attorney Novak reported that the E.D.A. has approved the proposed lease agreement regarding the Industrial Park and the lease agreement has been submitted to the tenant for review.

P.D.R.B. – APPOINTEE

County Attorney Novak reported that he will work with newly elected P.D.R.B. member, Robert Nations in completing the Sunshine Law training before the next P.D.R.B. meeting.

RESTORE ACT COMMITTEE - MEETING

County Attorney Novak reported that the Restore Act Committee will meet today and the next scheduled meeting is set for January 17, 2013 at 11:00 a.m., E.T. He encouraged the public to attend.

WINDMARK – STRIPING & SIGNAGE

County Attorney Novak discussed Phase 1 of the Windmark Beach Striping and Signage Project, stating that Windmark has submitted the sign language for review.

OIL SPILL RESPONSE COMMISSION - MEETING

County Attorney Novak discussed the Oil Spill Response Commission meeting that was held on December 16, 2012. He reported that the packet has been adopted and submitted to the Governor.

AWARD BID #1213-04 – PARK CLEANUP

Upon recommendation by Chief Administrator Butler, Commissioner Yeager motioned to award Bid #1213-04 for the park cleanup to Kendra McDaniel with a 90 day probationary period, in the amount of \$350.00 per week. Chairman Smiley passed the Chair to Vice Chairman McDaniel and seconded the motion. The motion then passed 3 to 1, with Commissioner McLemore voting no and Commissioner McDaniel abstaining due to family involvement (Form 8B on file in the Clerk's Office). Chairman McDaniel then returned the Chair to Commissioner Smiley.

APALACHEE REGIONAL PLANNING COUNCIL – APPOINTEE

Chief Administrator Butler discussed the need for two appointees to serve on the A.R.P.C. Board (one being a County elected official and one being a City elected official). Commissioner Yeager motioned to appoint Commissioner Bryan to serve on the A.R.P.C. Board. Commissioner McLemore seconded the motion, and it passed unanimously.

LEASE – WILLIS LANDING

Upon inquiry by Commissioner McLemore, County Attorney Novak reported that he reviewed the status of the Willis Landing Lease Agreement and will report to the Board at a later date.

RESTORE ACT COMMITTEE – APPOINTEE

Commissioner Yeager motioned to appoint Jim Norton to serve on the Restore Act Committee (replacing Loretta Costin). Commissioner McDaniel seconded the motion, and it passed unanimously. Commissioner Yeager then motioned to appoint Tony Justice to serve on the Restore Act Committee. Commissioner McDaniel seconded the motion, and it passed unanimously.

VOLUNTEER FIRE DEPARTMENTS – GRANT FUNDS

Commissioner Yeager discussed meeting with the State Fire Marshall, reporting there are grant funds available for the Volunteer Fire Departments. He stating he will forward this information to Fire Coordinator Price.

AMNESTY DAY

Commissioner McDaniel discussed that the Board consider holding an Amnesty Day at the Five Points Landfill for County residents one day per month. Commissioner Yeager discussed holding a workshop regarding this issue.

STREET LIGHTS

Commissioner McDaniel discussed his concerns regarding the street lights being turned off. He stated there are four intersections on Old Transfer Road that need street lights

(East Lakeview Drive, West Lakeview Drive, Sunset Drive, Riverview Drive, and Tanglewood Street). He reported there are some areas in District II in the Williamsburg area that the street lights need to be turned back on. After discussion by Commissioner McDaniel, Commissioner McLemore discussed his concerns regarding the street lights and his non-support of having them turned off. After further discussion by members of the Board, Commissioner Yeager recommended that Street Lights be added to the agenda for the upcoming workshop. Chairman Smiley agreed to this recommendation.

OLD PANAMA HIGHWAY – SPEED LIMIT

Chairman Smiley discussed his concerns regarding speeding on Old Panama Highway (State Road 22A) and children playing in this area. Chairman Smiley discussed installing signs or speed bumps to slow vehicles down. Commissioner McLemore reported that part of this road is inside the City limits and discussed his concerns regarding making changes to this road. Commissioner McDaniel reported that he will review this matter further.

S.H.I.P. REIMBURSEMENT – WHITE CITY LOTS

County Attorney Novak reported there are two lots located in White City that the Florida Housing Coalition has instructed the County to submit a competitive market analysis or appraisal for these lots. He also reported that Florida Housing Coalition has given a conditional approval to reimburse the S.H.I.P. Trust Fund for these two lots located in White City. County Attorney Novak requested permission to notify the Florida Housing Coalition that the appraisal was set at \$2,000.00 a parcel. Commissioner Yeager motioned to approve this request. Commissioner McLemore seconded the motion, and it passed unanimously.

CITY OF PORT ST. JOE – REDEVELOPMENT PROJECT

Gail Alsobrook of the Port St. Joe Downtown Redevelopment Agency (P.S.J.D.R.A.) appeared before the Board to discuss the M.L.K. Grant regarding the Storm Water and Sidewalk Project. She reported that B.P. Funds are paying for a new banner program and revised downtown brochures. Ms. Alsobrook discussed the advertisement for R.F.P.'s regarding the final phase of the landscaping project on U.S. Highway 98 and the R.F.Q. for the video documentary of the relocation of the Cape San Blas Lighthouse. She invited the Board to a public meeting that will be held on January 15, 2013 at 5:00 p.m., E.T. in the City Commission Chambers to discuss the Bay Park Master Plan.

HEALTH FAIR

Ms. Alsobrook reported that the Rotary Club and the Gulf County Senior Citizens Center will hold a Health Fair on January 24, 2013 at the Centennial Building from 9:00 a.m. to 2:00 p.m., E.T.

There being no further business, and upon motion by Commissioner Yeager, second by Commissioner McLemore, and unanimous vote, the meeting did then adjourn at 11:09 a.m., E.T.

**TYNALIN SMILEY
CHAIRMAN**

ATTEST:

**REBECCA L. NORRIS
CLERK**

JANUARY 22, 2013
PORT ST. JOE, FLORIDA
REGULAR MEETING

The Gulf County Board of County Commissioners met this date in regular session with the following members present: Chairman Tynalin Smiley, Vice Chairman Ward McDaniel, and Commissioners Carmen L. McLemore, Joanna Bryan, and Warren J. Yeager, Jr.

Others present were: County Attorney Jeremy Novak, Clerk Finance Officer Sherry Herring, Deputy Clerk Kari Summers, Chief Administrator Don Butler, Assistant Administrator Michael Hammond, Deputy Administrator Lynn Lanier, Deputy Administrator Brett Lowry, Building Official Lee Collinsworth, Gulf County E.M.S. Director Houston Whitfield, Maintenance Supervisor Steve Mork, Mosquito Control Director Mark Cothran, Planner David Richardson, Preble-Rish/County Engineer Clay Smallwood, III, Assistant Public Works Director Jake Lewis, Public Works Director Joe Danford, Sheriff Mike Harrison, Sheriff's Office Lieutenant Chris Buchanan, Sheriff's Office Lieutenant Paul Beasley, Sheriff's Office Lieutenant Tim Wood, Sheriff's Office Sergeant Matt Herring, and T.D.C. Director Jennifer Jenkins.

Sheriff Harrison called the meeting to order at 9:00 a.m., E.T.

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

CONSENT AGENDA

Upon motion by Commissioner McDaniel, second by Commissioner Yeager, and unanimous vote, the Board approved the Consent Agenda after removal of Item #5 (Page 24), as follows:

1. Minutes – November 27, 2012 – Regular Meeting
2. Invoices – Cathey Construction & Development – Public Works Building (Invoice #0917-03 * \$32,176.00 * to be paid from Account #281513-62000)
3. Resignation/D.R.O.P. Retirement (Chief Administrator Donald Butler)
4. Resolution – Tax Collector, as follows:

RESOLUTION NO. 2013-01

WHEREAS, Section 145.022, Florida Statutes provides that the Board of County Commissioners, with the concurrence if a County Official as provided for and in said

Section, shall be resolution guarantee and appropriate a salary to the County Official in an amount not to exceed that specified in said Chapter; and

WHEREAS, the Tax Collector has requested and concurred with the Board of County Commissioners that said Tax Collector be placed on a salary as provided in said Section; and

WHEREAS, the said Tax Collector will pay all fees collected by said Office to the Board of County Commissioners of Gulf County as provided for in said Section.

NOW, THEREFORE, BE IT RESOLVED:

1. That the Board of County Commissioners of Gulf County, Florida pays the Tax Collector of said County a guaranteed salary as provided for in Section 145.022, Florida Statutes.
2. That said Board will provide funds according to the budget as submitted by said Tax Collector and approved by the Board, which will include each and every item of expenditure necessary to operate said Office, including the salary of the Tax Collector.
3. That said Board will pay over said funds to the Tax Collector as provided by law or upon monthly requisition.
4. That a copy of this resolution be filed with the Florida Department of Banking and the Auditor General.

ADOPTED this 22nd day of January, 2013.

(End)

****DELETE**** 5. Senior Management Status (Emergency Management Director, Public Works Director and Maintenance Superintendent)

(End)

GULF TRANSPORTATION – GRANT APPLICATION

Kathy Balentine of Gulf County ARC & Transportation appeared before the Board to discuss applying for an F.D.O.T. Service Development Grant for Gulf Transportation. She stated that the funds would be used to purchase mobile surveillance cameras for the vans, increasing the safety and security of the passengers and drivers. Ms. Balentine reported that F.D.O.T. must contract through a local government, stating that she needs Board approval to contract with F.D.O.T. regarding this grant. She stated Gulf County ARC & Transportation would secure the bids, get approval for the purchase, arrange the installation, and all other aspects involving this grant process. Ms. Balentine reported the County would pay for the equipment, in the amount of

\$35,000.00 and then F.D.O.T. would reimburse the County. Upon inquiry by Commissioner McLemore, Chief Administrator Butler discussed County Attorney Novak drafting an agreement between the County and Gulf Transportation regarding applying for this grant. He discussed the County's responsibility and involvement in applying for this F.D.O.T. Service Development Grant. After discussion, Ms. Balentine discussed obtaining an assurance letter from F.D.O.T. regarding the reimbursement. Commissioner Yeager motioned to approve the application of the F.D.O.T. Service Development Grant, contingent upon receiving an assurance letter from F.D.O.T. regarding the reimbursement. Commissioner McLemore seconded the motion, and it passed unanimously.

HOT COCOA RUN & BEACH BLAST TRIATHLON AND DUATHLON

Olga Cemore of Panama City appeared before the Board to report that she is applying for two permits with F.D.O.T.; one event to be held on February 16, 2013 (Hot Cocoa Run), and the second event to be held on April 27, 2013 (Beach Blast Triathlon and Duathlon). She noted the Triathlon in April will bring approximately 400 athletes and their families to spend the weekend in Gulf County. Commissioner McLemore discussed working with Sheriff Harrison regarding the traffic and the need for deputies for these events. Upon inquiry by Sheriff Harrison, Ms. Cemore reported that five deputies are required per event and the organization does compensate for their service. Sheriff Harrison stated he would contact F.H.P. regarding this issue. Commissioner McLemore recommended that Sheriff Harrison work on these events and report back to the Board. Commissioner Yeager motioned to approve the Hot Cocoa Run and the Beach Blast Triathlon & Duathlon, contingent upon Sheriff Harrison working out the details regarding deputy service for these events. Commissioner Bryan seconded the motion for discussion. Following discussion, the motion then passed unanimously.

FINAL HEARING – FIVE-YEAR CAPITAL IMPROVEMENT SCHEDULE ORDINANCE

County Attorney Novak reported that this is the Final Public Hearing for the proposed ordinance amending the Five-Year Capital Improvement Schedule. County Attorney Novak read the proposed ordinance by title. Planner Richardson reported that based on the Restore Act Committee, changes have been made to this proposed ordinance and recommended that County Road 50 be removed from the transportation study. Chairman Smiley called for public comment. There being no public comment, Commissioner McLemore motioned to adopt the proposed ordinance. Commissioner McDaniel seconded the motion, and it passed unanimously.

ORDINANCE NO. 2013-01

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

(Complete Ordinance on file with the Clerk)

(End)

PUBLIC HEARING – P.D.R.B. RECOMMENDATIONS

The Board then considered the following recommendation from the January 21, 2013 Planning & Development Review Board meeting, as follows:

VARIANCE APPLICATION – MILES & SUSAN BRY

Pursuant to advertisement to hold a Public Hearing to consider a variance for Miles & Susan Bry, (Parcel #03180-120R * S19, T9S, R10W) Gulf County, Florida for an encroachment road setback by 12 feet for a pool, County Attorney Novak read the Public Notice and stated that the P.D.R.B. is recommending approval. Commissioner McDaniel motioned to approve this recommendation. Commissioner Yeager seconded the motion. Chairman Smiley called for public comment. There being no public comment, the motion then passed unanimously.

CONTRACTOR COMPLIANCE POLICY

County Attorney Novak reported that the P.D.R.B. is still working on the Contractor Compliance Policy.

PROPOSED ANIMAL CONTROL ORDINANCE

County Attorney Novak stated the P.D.R.B. has reviewed the proposed Animal Control Ordinance regarding the L.D.R., Comprehensive Plan, and Land Use Elements. He reported the first Public Hearing will be held on February, 12, 2013 and the final Public Hearing will be held on February, 26, 2013 regarding the adoption of this proposed Animal Control Ordinance. County Attorney Novak read the proposed ordinance by title as notification to the public.

GRANT AGREEMENT – LAND'S LANDING BOAT RAMP

Upon discussion by Deputy Administrator, Commissioner McLemore motioned to approve the Grant Agreement with the Florida Fish & Wildlife Conservation Commission regarding the Land's Landing Boat Ramp, in the amount of \$159,750.00, with a 1.84% match. Commissioner McDaniel seconded the motion, and it passed unanimously.

AGREEMENT – EQUITABLE SHARING

Upon discussion by Deputy Administrator Lanier, Commissioner McLemore motioned to approve the annual Equitable Sharing Agreement and Certification for reimbursement to the Sheriff's Office for any dual enforcement with F.D.L.E. Commissioner Bryan seconded the motion, and it passed unanimously.

TOURIST DEVELOPMENT COUNCIL – EVENTS

T.D.C. Director Jenkins appeared before the Board to discuss working with Olga Cemore regarding the upcoming events (Hot Coca Run & Beach Blast Triathlon) that are to be held in February and April.

CELEBRATION – EXPEDITION FLORIDA 500

T.D.C. Director Jenkins reported that President of Mother Ocean, Justin Riney is traveling around the State in honor of Florida's 500th Anniversary (Expedition Florida 500), stating that Mr. Riney arrived in Gulf County on January 21, 2013. Mother Ocean President Justin Riney appeared before the Board to discuss the Expedition Florida 500 Project. T.D.C. Director Jenkins reported that Mr. Riney arrived yesterday and was only going to stay a few nights, but has decided to stay through Friday.

TOURIST DEVELOPMENT COUNCIL – MEDIA FAN TRIP

T.D.C. Director Jenkins reported that a media fan trip has been scheduled for April, 2013 with 16 riders that will be sponsored by Hobie Kayak. She thanked the St. Joe Company and No Worries Beach Rentals for donating the accommodation at Windmark Beach.

BEACH CLEAN-UP

T.D.C. Director Jenkins thanked Mosquito Control Director Cothran and Building Official Collinsworth for the beach clean-up, stating the beaches are structured and ready for patrol from the Sheriff's Office.

BID AWARD #1213-05 – PRINTING OF THE 2013 VISITOR GUIDE

Upon recommendation by T.D.C. Director Jenkins, Commissioner Yeager motioned to award Bid #1213-05 for printing of the 2013 Visitor Guide to Coast2Coast Printing & Promotions, Inc. (low bidder), in the amount of \$55,700.00. Commissioner McDaniel seconded the motion, and it passed unanimously.

LAND DEVELOPMENT REGULATIONS

Planner Richardson reported that the County Attorney reviewed the contract with D.O.E. regarding a potential Technical Assistance Grant to update the L.D.R. Commissioner McDaniel motioned to approve the contract with Florida Department of Economic Opportunity (D.O.E.) regarding the Technical Assistance Grant. Commissioner Yeager seconded the motion, and it passed unanimously.

CONTRACT – COUNTY PROBATION SERVICES

County Attorney Novak discussed the Board's approval of a 60 day extension for the County Probation Service Contract with Florida Probation Services, stating that under the current contract the Board has the ability to renew the contract on an annual term. He reported that he met with Richard Stewart of Florida Probation Services and requested permission to extend the contract with Florida Probation Services for eleven months. Commissioner Yeager motioned to approve this request. Commissioner McLemore seconded the motion for discussion. Upon inquiry by Commissioner McDaniel, County Attorney Novak reported that the additional language has been added to the contract. The motion then passed unanimously.

INDIAN PASS BOAT RAMP

Chief Administrator Butler discussed working with surrounding property owners regarding the erosion at the Indian Pass Boat Ramp. He requested permission from the

Board to allow G.I.S. to review the possibility of swapping some land with the property owners at the campground, stating this would allow the County to install a boat ramp in the lagoon. Commissioner Yeager discussed his concerns regarding the erosion problem at the Indian Pass Boat Ramp. Upon inquiry by Commissioner McDaniel, Commissioner Yeager stated that with the new boat ramp navigation there will not be a problem. The Board had no object to Chief Administrator Butler's request.

BUDGET AMENDMENT – SHERIFF'S OFFICE

Sheriff Harrison appeared before the Board to discuss leave payouts that were unexpected at the Sheriff's Office, in the amount of \$56,746.91 for five employees. He reported that the Sheriff's Office is down four positions and will lapse all four positions until June, 2013 in order to recover from this deficit. Sheriff Harrison discussed changing the professionalism at the Sheriff's Office and purchasing new uniforms in the future. Upon inquiry by Commissioner McLemore, Sheriff Harrison stated he is requesting an additional \$51,000.00 to the Sheriff's Office Budget. Commissioner McLemore motioned to give an advance payment to the Sheriff's Office Budget. Commissioner Yeager seconded the motion, and it passed unanimously. Commissioner McDaniel discussed that Sheriff Harrison inherited this issue and stated the Board is willing to assist.

GULF COUNTY COMMISSION MEETINGS – AGENDA

Commissioner Bryan discussed the F.A.C. Commission training in Gainesville that was held last week, stating that one of the topics discussed was Agendas. She discussed that other Counties use a detailed Agenda and recommended that the Board make a change to the Agenda process. Commissioner Bryan reported she has received calls from the public regarding this issue, and discussed providing sample Agendas for the Board to review. Commissioner McLemore discussed his concerns regarding the current problem with people submitting Agenda items by the deadline. Commissioner Yeager discussed his concerns regarding the Agenda process, and the fact that the public has come before the Board to ask for a small request and the Board has made motions at that time. After discussion by Commissioner Bryan, Commissioner Yeager recommended that Commissioner Bryan work with County Attorney Novak and Chief Administrator Butler to create a specific Agenda process that the Board can adopt. Chairman Smiley discussed his concerns regarding the Board needing to make quick decisions.

DEPARTMENT OF CORRECTIONS – WORK CREWS

Commissioner Yeager reported that the Florida Department of Corrections is reviewing the possibility of cutting back approximately 27 Work Crews throughout the State of Florida. Commissioner Yeager discussed working with D.O.C. to set up a meeting with the Secretary of State regarding this matter. Commissioner McDaniel discussed scheduling a meeting with the Warden at Gulf Correctional Institute to discuss the Work Crew cutbacks. He reported the County provides the vans and the equipment for the ten Work Crews for Gulf County.

GULF CONSORTIUM

Commissioner Yeager discussed the Gulf Consortium meeting that was held last week, stating that Trans Ocean has reached an agreement on a fine amount (civil and criminal), in the amount of \$1.4 Billion. He reported that \$400 Million will go to Criminal Penalties and \$1 Billion will go into the Restore Act Fund. He also reported that of the \$1 Billion, it is estimated that Gulf County will receive \$2.8 Million.

SENIOR MANAGEMENT STATUS

County Attorney Novak discussed Item #5 (Page 24) that was pulled from the Consent Agenda, stating this is a request for a Senior Management Class under F.S. 125. He reported that per Florida Statute this notice will be advertised for two consecutive weeks, and following advertisement be placed in the Agenda for the Board to approve. Commissioner McDaniel motioned to allow Staff to move forward with the notice requirements. Commissioner Yeager seconded the motion, and it passed unanimously.

CITY OF PORT ST. JOE

Chairman Smiley discussed his concerns regarding a memo from the City of Port St. Joe regarding City Funds. He also discussed his concerns regarding the financial needs within his neighborhood.

HIGH SCHOOL BASKETBALL GAMES

Chairman Smiley thanked Gulf County School Superintendent Jim Norton for holding basketball games at the Washington Gym.

Chairman Smiley called for public comment.

CITY OF PORT ST. JOE

Christy McElroy of Port St. Joe appeared before the Board to thank Chairman Smiley for addressing the memo from the City of Port St. Joe. She discussed her concerns regarding the City Public Work Crews and the City Parks. She discussed the cost in maintaining the current structures and the cost of maintaining the Cape San Blas Lighthouse once relocated to the City of Port St. Joe.

COASTAL COMMUNITY ASSOCIATION

Patricia Hardman of the Coastal Community Association appeared before the Board to invite the public to the Coastal Community Association meeting that will be held on January 26, 2013 from 10:00 a.m. to 12:00 p.m., E.T. at the St. Joseph Country Club.

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

**TYNALIN SMILEY
CHAIRMAN**

ATTEST:

**REBECCA L. NORRIS
CLERK**

JANUARY 29, 2013
PORT ST. JOE, FLORIDA
SPECIAL MEETING

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

Others present were: County Attorney Jeremy Novak, Clerk Rebecca L. Norris, Clerk Finance Officer Sherry Herring, Deputy Clerk Kari Summers, Chief Administrator Don Butler, Assistant Administrator Michael L. Hammond, Deputy Administrator Lynn Lanier, Deputy Administrator Brett Lowry, Planner David Richardson, Sheriff's Office Lieutenant Chris Buchanan, and T.D.C. Executive Director Jennifer Jenkins.

Chairman Smiley called the meeting to order at 3:00 p.m., E.T.

BID #1213-05 – PRINTING OF THE 2013 VISITOR GUIDES

County Attorney Novak discussed that at the Board Meeting on January 22, 2013, T.D.C. Executive Director Jenkins recommended to award Bid #1213-05 to Coast2Coast Printing (low bidder) for the Printing of the 2013 Visitor Guide, stating the Board did approve this recommendation. He reported that award letters were sent out to the vendors, and reported since that time T.D.C. and the Clerk's Office has received calls from some of the vendors regarding their sealed bids being "clocked-in" after the deadline. County Attorney Novak discussed reviewing this matter further, stating it appears that the sealed bids that came in were marked as late on the Bid Tab Sheet and they may have not been late. County Attorney Novak reported there is no definitive answer whether we can establish what time these sealed bids arrived to the Clerk's Office, other than on the common carrier date stamp and on the time that it was clocked into the Clerk's Office. He stated after extensive discussions and reviewing what has been submitted, as well as talking to the vendors, the Board has a policy to vote, approve, and except the recommendation of the T.D.C. Executive Director Jenkins. County Attorney Novak reported there is a possible bid protest under the Florida Administrative Code, stating there has been discussion about Central versus Eastern Time Zone in the delivery to the Clerk's Office. County Attorney Novak recommended suspending the normal policy, grant the staff permission to accept the other sealed bids as timely (Rose Printing Company, Inc. and Trend Offset Printing Services), and allow T.D.C. Executive Director Jenkins to review these sealed bids and bring a recommendation to the Board. Upon inquiry by Commissioner Yeager, County Attorney Novak reported the common carrier's time of signature for delivery and the "clock-in" time from the Clerk's Office are not consistent. Upon inquiry by Commissioner McDaniel, County Attorney Novak reported the sealed bids were delivered to the Clerk's Office. Upon inquiry by Commissioner McDaniel, Deputy Clerk Summers reported the

sealed bids are turned in at the front counter in the Recording Department. Upon inquiry by Commissioner McDaniel, Deputy Clerk Summers reported normally sealed bids are opened on Monday, but due to the time restrain. these sealed bids were scheduled to be received on Thursday, January 17th at 12:00 p.m., E.T. and to be opened at 2:00 p.m., E.T. Upon inquiry by Commissioner McDaniel, Deputy Clerk Summers reported one of the sealed bids was delivered by U.P.S. and the other sealed bid was delivered by FedEx. Upon inquiry by Commissioner McDaniel, Deputy Clerk Summers reported one sealed bid was delivered by U.P.S. and was "clocked-in" on January 17, 2013 at 12:18 p.m., E.T. and the other sealed bid was delivered by FedEx on January 17, 2013 which was "clocked-in" at 1:01p.m., E.T. Upon further discussion, County Attorney Novak recommended amending the bid specifications to state that the Gulf County Clerk's Office works off of an Eastern Time Zone. Commissioner McDaniel discussed his concerns regarding the recommendation and voting on good faith based on the information provided to the Board. Upon inquiry by Commissioner Bryan, County Attorney Novak reported the carrier that Rose Printing Company, Inc. used indicates the sealed bid was delivered at 11:36 a.m., and he has an email from the U.P.S. Account District Manager stating it is based on the designated time zone of the actual delivery. Upon discussion by members of the Board, Commissioner Yeager motioned to allow the Clerk's Office to open the two sealed bids in question (Rose Printing Company, Inc. and Trend Offset Printing Services) and allow T.D.C. Executive Director Jenkins to bring a recommendation to the Board. Commissioner Bryan seconded the motion, and it passed unanimously (4-0). Upon inquiry by Commissioner Yeager, County Attorney Novak discussed the County Bid Policy.

The meeting did then recess at 3:12 p.m., E.T.

The meeting did then reconvene at 3:24 p.m., E.T.

T.D.C. Executive Director Jenkins appeared before the Board and reported the sealed bid from Trend Offset Printing Services was non-compliant based on the bid specifications. She also reported the sealed bid from Rose Printing, Inc. under Option 2 was non-compliant based on the bid specifications and that Option 1 is considerably higher (\$115,513.00) than the other sealed bids submitted. T.D.C. Executive Director Jenkins recommended awarding Bid #1213-05 to Coast2Coast Printing (lowest bidder). Commissioner Yeager motioned to approve this recommendation. Commissioner McDaniel seconded the motion, and it passed unanimously (4-0). County Attorney Novak reported the Clerk's Office has issued a Notice of Award to Coast2Coast and requested approval from the Board to allow Coast2Coast to accept this Notice of Award. The Board had no objection.

LEASE – T.D.C. WELCOME CENTER

County Attorney Novak discussed an issue regarding the square footage in the T.D.C. Welcome Center and the 10 year lease agreement with the City of Port St. Joe. He reported the T.D.C. Board motioned to explore the possibility of finding additional space. He discussed the sub-lease agreement between the County and the Port St. Joe Downtown Redevelopment Association which was executed in 2011, reporting this sub-

lease agreement expired in 2012. County Attorney Novak discussed a request from the T.D.C. regarding additional space within the Welcome Center. Upon discussion, Commissioner Yeager motioned to allow County Attorney Novak to work with City Attorney Gibson regarding the lease/sub-lease agreement. Commissioner Bryan seconded the motion, and it passed unanimously (4-0).

There being no further business, and upon motion by Commissioner Yeager, the meeting did then adjourn at 3:30 p.m., E.T.

**TYNALIN SMILEY
CHAIRMAN**

ATTEST:

**REBECCA L. NORRIS
CLERK**

BOARD OF COUNTY COMMISSIONERS
GULF COUNTY, FLORIDA

CHIEF ADMINISTRATOR'S OFFICE

Donald Butler, Chief Administrator

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

PHONE: (850) 229-6106/639-6700 • FAX: (850) 229-9252 • EMAIL: dbutler@gulfcounty-fl.gov

DATE AND TIME OF MEETINGS: SECOND AND FOURTH TUESDAYS AT 9:00 A.M., E.T.

MEMORANDUM

TO: GULF COUNTY BOCC
FROM: LYNN LANIER, DEPUTY ADMINISTRATOR
RE: BEACH DRIVING PERMIT-TURTLE PATROL
DATE: FEBRUARY4, 2013

The BOCC has received a request (attached) to allow beach driving permits for the sole purpose of turtle patrols. Recommendation is to issue a beach driving permits to all turtle patrol vehicles for 2013.

If you have any questions or need anything further, please do not hesitate to contact me.

Thank you.

BCC APPROVED

DATE _____ D.C. _____

2013 FEB -6 AM 9:17

GULF AND EAST BAY SEA TURTLE PATROL

February 2, 2013

Commissioner Yeager,

As you know, the Gulf and East Bay Sea Turtle Patrol or Turtle Patrol, has been surveying our beaches since we began the program in 1990 when there was a comeback of nesting sea turtles on our beaches.

In those years we have used our own vehicles for the different activities connected with sea turtles in our volunteer efforts.

In the past the Sheriff's Department had allowed a beach driving permit to be issued free of the charge to those turtlers who use their vehicle on Indian Pass/Cape San Blas for their turtling activities.

I inquired about this matter with the Tax Collector's office and was told that this season I needed to petition the County Commissioners for their approval of the funds for this endeavor.

The procedure had been that I make a list for the Sheriff's Department and they send the list to the issuing office and the recipient would present his information required and receive a free decal. I don't have but 6 volunteers for the 6 mile stretch and most of those live out there and just get their own.

Just in case, this question comes up.....

The turtle vehicle, as long as it has signs, did not have to have a decal to go anywhere, nor does the one I drive for the volunteer work that I do with sea turtles, bird surveys (which include Eglin and St Joseph's Peninsula) and wildlife activities. The north end of the county that we serve is considered a courtesy privilege for us to drive either the turtle vehicle or our own which has signs designating our activity.

Also because of this very special privilege, we know that we, each driver, is responsible and liable.

Please let me know as soon as possible what your decision is.

As the eagle soars, sea turtles swim and plovers fly,

Barbara Eells

Permit MTP-057-13

BOARD OF COUNTY COMMISSIONERS **36** GULF COUNTY, FLORIDA

(From the Desk of Ward McDaniel, Commissioner, District 2)

1000 CEDAR CREST BLVD., ROOM 302, PORT ST. JOE, FLORIDA 32456

PHONE: 352-229-8106/8339-8100

FAX: 352-229-8262 • EMAIL: commissioner2@gulfcounty-fl.gov

DATE AND TIME OF MEETINGS • SECOND AND FOURTH TUESDAYS AT 9:00 A.M. EST

MEMORANDUM

TO: GULF COUNTY CLERK OF COURT
FROM: COMMISSIONER WARD MCDANIEL, DISTRICT 2
DATE: FEBRUARY 5, 2013
RE: EXTENSION SERVICE

Please consider this letter as a request to move \$5,800.00 from the infrastructure fund to the Extension Service for the purpose of renovations to the conference room at the old health department facility where Extension has moved.

Thank you.

BCC APPROVED

DATE _____ D.C. _____

2013 FEB -6 AM 9:19

Ward McDaniel
Commissioner District 2

WARD MCDANIEL WARD MCDANIEL WARD MCDANIEL WARD MCDANIEL WARD MCDANIEL

BOARD OF COUNTY COMMISSIONERS
GULF COUNTY, FLORIDA

37

INCORPORATED BY ACT OF FLORIDA LEGISLATURE, 1827, ST. JOE, FLORIDA 1848
PHONE: 904-224-1111 (TOLL FREE) & FAX: 904-224-1111; E-MAIL: info@gulfcountypa.gov
WEBSITE: www.gulfcountypa.gov

DATE AND TIME OF MEETING: 10:00 AM, MONDAY, FEBRUARY 11, 2013, 400 MADISON STREET, TALLAHASSEE, FLORIDA

January 31, 2013

Mr. Patrick Howard, Community Assistance Consultant
Florida Department of Economic Opportunity
Division of Housing & Community Development
Florida Small Cities CDBG Program
107 East Madison Street, MSC - 400
Tallahassee, Florida 32399-6508

RE: Request for Modification #1
Gulf County - 12DB-OH-02-33-01-H04

2013-01-31 11:02:11

Dear Mr. Howard:

As requested by the Florida Department of Economic Opportunity (DEO), Gulf County is pleased to provide the enclosed request for modification package revising the Attachment I, Activity Work Plan. The enclosed Attachment I, Activity Work Plan, has been revised to reflect current "Date Start" and "Date End" timeframes to complete the proposed actions associated with the County's CDBG Housing Rehabilitation Program, as specified therein.

As you are aware, Gulf County has experienced some delays associated with the solicitation of interested recipient applicants for participation in the County's CDBG Housing Rehabilitation Program. In accordance with our executed agreement with DEO, the County has exerted every effort to adhere to the commitments outlined within the original Attachment I, Activity Work Plan, as demonstrated through the publication of multiple solicitation notices for pre-applications throughout June of 2012; unfortunately, the County received a poor response from interested pre-applicants as a result of these efforts.

As such, the County has made necessary plans to move forward with an alternative approach to solicit recipient applicants. Through this alternative approach, we have collaborated with staff in our State Housing Initiatives Partnership (SHIP) Program to schedule a joint CDBG/SHIP application workshop to be conducted in March of 2013. As the County has committed SHIP funding as leverage in the CDBG Housing Rehabilitation Program, we feel that this approach will serve to encourage participation through what is anticipated to be a well attended workshop while streamlining the process of qualifying the joint applicants through the SHIP Program, as well. Furthermore, we do not anticipate that these delays will hinder the County's ability to meet all contractual commitments within the established period of agreement.

BCC APPROVED

DATE _____ D.C. _____

37

2-12-13 LL

January 31, 2013
Mr. Patrick Howard, Community Assistance Consultant
Request for Modification #1
Page 2

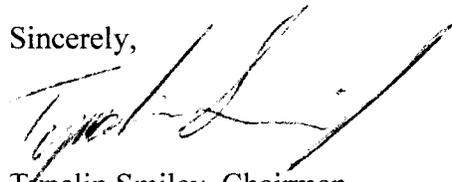
To support our Request for Modification #1, the County has enclosed the following documents:

- Modification Number One (1) to Subgrant Agreement
- Revised Attachment I, Activity Work Plan

The proposed modification is being requested to revise the County's Attachment I, Activity Work Plan, to provide a current timeframe for completion of the County's CDBG Housing Rehabilitation Program within the current period of agreement.

If you have any questions or need further information regarding this request, please do not hesitate to contact Towan Kopinsky, Grant Coordinator, at (850) 229-6144, ext. 1404.

Sincerely,



Tynalin Smiley, Chairman
Gulf County Board of County Commissioners

TS/jcw

Enclosures (2)

cc: Towan Kopinsky, Gulf County Grant Coordinator
Jeffrey C. Winter, Jordan & Associates

Modification to Subgrant Agreement

**MODIFICATION NUMBER ONE (1) TO SUBGRANT AGREEMENT BETWEEN
THE DEPARTMENT OF ECONOMIC OPPORTUNITY AND
GULF COUNTY**

This Modification is made and entered into by and between the State of Florida, Department of Economic Opportunity, (“the Department”), and Gulf County, (“the Recipient”), to modify DEO/DCA Contract Number 12DB-OH-02-33-01-H04, award dated February 3, 2012, (“the Agreement”).

WHEREAS, the Department and the Recipient entered into the Agreement, pursuant to which the Department provided a subgrant of \$700,000.00 to Recipient under the Small Cities Community Development Block Grant (“CDBG”) Program as set forth in the Agreement;

WHEREAS, the Department and the Recipient desire to modify the Agreement;

WHEREAS, pursuant to the provisions of Chapter 2011-142, Laws of Florida, the DCA Division of Housing and Community Development was transferred to the Department of Economic Opportunity effective October 1, 2011; and the parties wish to reflect the new name.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

Reinstate Agreement

1. The Agreement is hereby reinstated as though it had not expired.

Extend Agreement

2. Paragraph 3, Period of Agreement is hereby revised to reflect an ending date of N/A.

Revise Activity Work Plan

3. Attachment I, Activity Work Plan, of the Subgrant Agreement is hereby deleted and is replaced by the revised Attachment I, which is attached hereto and incorporated herein by reference.

Revise Program Budget

4. Attachment A, Program Budget, of the Subgrant Agreement is hereby deleted and is replaced by the revised Attachment A, which is attached hereto and incorporated herein by reference.

Modification to Subgrant Agreement

8/10/2012

Modification Number: One (1)**DEO/DCA Contract Number:** 12DB-OH-02-33-01-H04**Recipient:** Gulf County**Page 2** **Change in Participating Parties**

5. Attachment A, Program Budget, is hereby modified to delete all references to "N/A," as the Participating Party, and replace them with "N/A" as the Participating Party with the understanding that the Recipient and the new Participating Party will enter into a Participating Party Agreement containing provisions and caveats that meet or exceed the conditions agreed to in the Participating Party Agreement between the Recipient and the original Participating Party.

 Inclusion of an Unmet Need as Addressed in the Original Application

6. Attachment A, Program Budget, of the Subgrant Agreement is hereby deleted and is replaced by the revised Attachment A, which is attached hereto and incorporated herein by reference.
7. Attachment I, Activity Work Plan, of the Subgrant Agreement is hereby deleted and is replaced by the revised Attachment I, which is attached hereto and incorporated herein by reference.
8. A revised Project Narrative, Form G-2 from Part II of the approved CDBG Application Form, which shows the unmet need from the original application that is being included in the Subgrant Agreement listed as addressed need, is attached hereto and incorporated herein by reference.

 Change in Number of Accomplishments and/or Beneficiaries

9. Attachment A, Program Budget, of the Subgrant Agreement is hereby deleted and is replaced by the revised Attachment A, the Program Budget, which is attached hereto and incorporated herein by reference.

 Reflect Change in Agency from DCA to DEO

10. This modification to the Subgrant Agreement hereby replaces "Department of Community Affairs" with "Department of Economic Opportunity" where appropriate in context.

 Other: N/A

Modification to Subgrant Agreement

Modification Number: One (1)

DEO/DCA Contract Number: 12DB-OH-02-33-01-H04

Recipient: Gulf County

Page 3

A *Request for Amendment*, Form SC-35, shall be included with this Modification if there is a change to the Attachment A, Program Budget, of the Subgrant Agreement; if unmet need is being included as addressed need; or if there is a change in the number of accomplishments or beneficiaries.

All provisions of the Subgrant Agreement and any attachments thereto in conflict with this Modification shall be and are hereby changed to conform to this Modification, effective as of the date of the execution of this Modification by both parties.

All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the dates set herein.

Department of Economic Opportunity

Recipient: Gulf County

By: _____

By: _____

Name: Ken Reecy

Name: Tynalin Smiley

Title: Assistant Director
Division of Community Development

Title: Chairman, Board of County Commissioners

Date: _____

Date: 1/29/13

ATTACHMENT I – Activity Work Plan

Recipient: Gulf County

Date Prepared: 02/04/2013

Project Budget: \$700,000.00

Contract Number: 12DB-OH-02-33-01-H04

Modification Number: One (1)

Date Start (month/year)	Date End (month/year)	Describe Proposed Action to be completed by the "Date End." <i>Examples of Actions: Complete Environmental Review and Obtain Release of Funds, Request Wage Decision, Complete and Submit Design and Specifications, Advertise for and Open Bids, Issue Notice to Proceed, % Construction Completion (33, 66, and 100%), Complete Procurement Process, Advertise Availability of Housing Rehabilitation Funds, Complete Rankings of Homes per HAP, and Number of Houses Rehabilitated.</i>	# Units to be completed by "Date End"	Proposed \$\$ to be Requested by "Date End"	Proposed Administration \$ to be Requested by "Date End"
02/12	04/12	Procurement of Professional Services	-	-	-
02/12	04/12	Prepare and Submit Copies of all Required Policies and Procedures Identified in Attachment J, Program and Special Conditions of DEO Contract	-	-	-
02/12	04/12	Prepare and Submit Environmental Review Record (ERR) and Request for Release of Funds	-	-	\$5,000.00
05/12	02/13	Advertise Availability of Housing Rehabilitation Funds, Complete Ranking of Applications per HAP and Obtain Commission Approval	-	-	\$30,000.00
03/13	04/13	Inspections, Bid-Out, Award, Contract and Issue Notice to Proceed	-	-	\$15,000.00
05/13	07/13	Construction 33% Complete	3	\$178,500.00	\$15,000.00
08/13	10/13	Construction 66% Complete	3	\$178,500.00	\$15,000.00
11/13	01/14	Construction 100% Complete	4	\$238,000.00	\$15,000.00
02/14	02/14	Submit Closeout and Final Request for Funds	-	-	\$10,000.00
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-

Note: More than one activity may be included per form.

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

43

Towan Kopinsky, Grant Writer/Coordinator

1000 CECIL G. COSTIN SR. BLVD., ROOM 312, PORT ST. JOE, FLORIDA 32456
PHONE: (850) 229-6144 / FAX (850) 229-9252 / EMAIL: tkopinsky@gulfcounty-fl.gov

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS
FROM: TOWAN, GRANT COORDINATOR
DATE: FEBRUARY 6, 2013
TOPIC: GRANT APPLICATION - HMGP

I previously advised the Board that the County is eligible to apply for a Hazard Mitigation grant from T.S. Debby. The federal allocation is \$767,733.02, and the County match is \$255,911.01. It appears that the Florida Department of Transportation will be allocating approximately \$400,000.00 in T.R.I.P. funds to the County for design and permitting of additional rock revetment in the Stumphole area. I would like to apply for these HMGP Funds for construction, utilizing the T.R.I.P. grant funds as the County's match.

Thanks!

BCC APPROVED

DATE _____ D.C. _____

CARMEN L. McLEMORE
District 1

WARD McDANIEL
District 2

JOANNA BRYAN
District 3

TAN SMILEY
District 4

WARREN J. YEAMAN, JR.
District 5

2013 FEB -6 AM 9:19

2-12-13 CC

43

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

Towan Kopinsky, Grant Writer/Coordinator

1000 CECIL G. COSTIN SR. BLVD., ROOM 312, PORT ST. JOE, FLORIDA 32456
PHONE: (850) 229-6144 / FAX (850) 229-9252 / EMAIL: tkopinsky@gulfcounty-fl.gov

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: TOWAN, GRANT COORDINATOR

DATE: FEBRUARY 5, 2013

TOPIC: GRANT POLICIES

I am requesting that the Board adopt the attached policies, as revised, to remain in compliance with our CDBG grants.

- 1) County Personnel Policy (Section 2.23 – Americans with Disabilities Act), Page 6
- 2) County Transition Plan (Update), entire policy
- 3) Housing Assistance Plan (HAP), Pages 6, 8 & 44

2013 FEB 05 PM 09:21

BCC APPROVED

DATE _____ D.C. _____

Consent

CARMEN L. McLEMORE
District 1

WARD McDANIEL
District 2

JOANNA BRYAN
District 3

TAN SMILEY
District 4

WARREN J. YEAGER, JR.
District 5

2-12-13 LL

**GULF COUNTY BOARD OF COUNTY COMMISSIONERS
PERSONNEL POLICIES, SAFETY RULES AND REGULATIONS**

2.22 VETERANS' PREFERENCE

The Board of County Commissioners will comply with all provisions of the Veterans' Preference Act.

2.23 AMERICAN WITH DISABILITIES ACT (ADA)

The Board of County Commissioners will comply with all provisions of the ADA.

2.24 Military Leave

All employees who are commissioned reserve officers or reserve enlisted personnel in the United States military or naval service or members of the National Guard shall be entitled to leaves of absence from their respective duties, without loss of pay, time or efficiency rating, on all days during which they shall be engaged in field or coast defense exercises or other training ordered under the provisions of the United States military or naval training regulations for such personnel when assigned to active duty; provided, however, that leave of absence is granted as a matter of legal right under the provisions of this section shall not exceed seventeen (17) days in any one (1) annual period; provided, further that leaves of absence for additional or longer periods of time without pay for assignment to duty with civilian conservation corps units or other functions of a military character may be granted in the discretion of the Board. Request for military leave shall be submitted in writing with a copy of the military orders attached thereto at least one (1) month (if possible) prior to the commencement date of the proposed leave. Employees will receive all benefits during the seventeen (17) day leave. However, only longevity benefits will continue for those leaves granted longer periods of time, except as granted by the Board.

**GULF COUNTY BOARD OF COUNTY COMMISSIONERS
PERSONNEL POLICIES, SAFETY RULES AND REGULATIONS**

2.22 VETERANS' PREFERENCE

The Board of County Commissioners will comply with all provisions of the Veterans' Preference Act.

2.23 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

The Board of County Commissioners will comply with all provisions of the Americans with Disabilities Act of 1990, as follows:

**Policy of Equal Accessibility and
Non-Discrimination on the Basis of Disability**

It is the policy of the Board of County Commissioners to ensure that, when viewed in their entirety, Gulf County government services, programs, facilities, and communications are readily accessible and usable by qualified individuals with disabilities to the maximum extent feasible. Gulf County is an equal opportunity/affirmative action employer, and no qualified individual with a disability shall, on the basis of disability, be subjected to discrimination in the employment, recruitment, or hiring practices.

In compliance with the Americans with Disabilities Act of 1990 (ADA), no qualified individual with a disability shall, on the basis of disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of Gulf County government, or be subjected to discrimination in the provision of such services.

The Human Resources Office has been designated to ensure the coordination of Gulf County's compliance with the ADA, including the investigation of any complaint alleging disability-based discrimination or lack of equal accessibility to county services, programs, or facilities. Gulf County will provide prompt and equitable resolution of complaints regarding discrimination or lack of accessibility to qualified individuals with disabilities.

For more information regarding Gulf County's ADA policy on equal accessibility and non-discrimination on the basis of disability, or to file a complaint regarding discrimination or lack of accessibility, contact the Human Resources Officer at (850) 229-5335 or _____(TTY).

TRANSITION PLAN
GULF COUNTY, FLORIDA

PROGRAMS AND POLICIES:

- I. During Fiscal Year 2014-15, Gulf County will:
 - A. Prepare and post Emergency Evacuation plans; review need for Lighted Exit Signs; and plan for installation of audible-visual warning devices at the:
 - 1. Gulf County Courthouse (Ground Floor)
 - 2. Gulf County Courthouse (Second Floor)
 - 3. Public Works Building
 - 4. Beaches Fire Department
 - 5. Dalkeith Fire Department
 - 6. Highland View Fire Department
 - 7. Howard Creek Fire Department
 - 8. Overstreet Fire Department
 - 9. South Gulf County Fire Department (1)
 - 10. South Gulf County Fire Department (2)
 - 11. Stone Mill Creek Fire Department
 - 12. Wetappo Creek Fire Department
 - 13. White City Fire Department
 - 14. Old Gulf County Courthouse (Ground Floor)
 - 15. Old Gulf County Courthouse (Second Floor)

II. During Fiscal Year 2015-16, Gulf County will:

A. Study the problem of non-handicap handles on interior doors at the following buildings:

1. Gulf County Courthouse (Ground Floor)
2. Gulf County Courthouse (Second Floor)
3. Gulf County Sheriff's Office and Jail Annex
4. Public Library
5. Beaches Fire Department
6. Dalkeith Fire Department
7. Highland View Fire Department
8. Howard Creek Fire Department
9. Overstreet Fire Department
10. South Gulf County Fire Department
11. South Gulf County Fire Department (2)
12. Stone Mill Creek Fire Department
13. Wetappo Fire Department
14. White City Fire Department
15. Old Gulf County Courthouse (Ground Floor)
16. Old Gulf County Courthouse (Second Floor)

B. Resolve non-handicapped public water fountain issues at the following building:

1. Old Gulf County Courthouse (Ground Floor)

C. Render interior floors slip-proof, where possible, at the following buildings:

1. Gulf County Courthouse (Ground Floor)
2. Gulf County Courthouse (Second Floor)
3. Gulf County Sheriff's Office & Jail Annex
4. Old Gulf County Courthouse (Ground Floor)
5. Old Gulf County Courthouse (Second Floor)

IV. During Fiscal Year 2016-17, Gulf County will:

A. Determine which of its non-handicapped accessible toilet rooms may be converted to handicapped facilities, then prioritize those to be renovated or replaced in the following buildings:

1. Gulf County Courthouse (Second Floor)
2. Old Gulf County Courthouse (Ground Floor)
3. Old Gulf County Courthouse (Second Floor)

B. Study the problem of non-handicapped workspace in the following buildings:

1. Gulf County Courthouse (Ground Floor)
2. Gulf County Courthouse (Second Floor)
3. Gulf County Sheriff's Office & Jail Annex
4. Old Gulf County Courthouse (Ground Floor)
5. Old Gulf County Courthouse (Second Floor)

C. Study the problem if non-handicapped common-use space in the following building:

1. Gulf County Sheriff's Office Jail & Annex

This Transition Plan is adopted with the provision that the following guidelines will be taken into consideration:

- No remedy will be undertaken which in the opinion of this Commission will wreak financial hardship on Gulf County; and
- No remedy will be undertaken which will destroy the historical integrity of any building owned by the County; and
- No remedy will be undertaken which will weaken or result in structural damage to any building owned by Gulf County.

ADOPTED this 12th day of February, 2013 in Regular Session at Port St. Joe, Florida by the Gulf County Board of County Commissioners.

TYNALIN SMILEY, CHAIRMAN

4. Applicants must have clear title to the housing unit and property the unit is located on to be eligible. If the housing unit and/or the property the unit is located on are mortgaged, the applicant must be current with mortgage payments.
5. Applicants must be current on payments to the County (i.e., garbage, utilities, taxes, etc.) to be eligible.
6. Applicants whose household are located in the 100-year floodplain shall be ranked behind non-floodplain applicants.

In addition to the above, the following CDBG-HR specific ranking criteria in Appendix A shall be strictly adhered to in the selection of qualifying applicants for CDBG-HR assistance, and where applicable, under CDBG-DRI. The HRS shall make the final interpretation of when the ranking criteria applies and when it does not, such as in CDBG-DRI or CDBG-NSP, when a “first approved, first awarded” system is to be used by the County. The HRS shall make the final evaluation and recommendation for each applicant and housing unit as to whether they are appropriate under any CDBG-HR, CDBG-DRI or CDBG-NSP and the HUD and State requirements. The County shall make the final determination of acceptance of any applicants and of award of any housing units, subject to the guidelines of this HAP as set forth by the County Commission.

A. Approval of Ranking and Removal of Housing Units from the Program

The application process shall have a noticed cut-off date for the receipt of applications. Applications received after that date shall only be considered as alternates after the primary list of applicants has been considered and exhausted, where sufficient funds remain to address additional units.

The HRS shall review and rank the applications from the CDBG-HR program, and where applicable, the CDBG-DRI program, based on the specific ranking criteria attached as Appendix A.

The HRS shall then review the applicants and recommended rankings with the County’s designated PA. Upon the PA’s concurrence, the recommended ranking shall be ~~reviewed and approved by the CATF. Thereafter, the CATF recommendation shall be~~ submitted to the local governing body for their approval.

For CDBG-NSP, the HRS shall review each applicant and each housing unit. Thereafter, all recommendations shall be on a “first come, first ready” basis due to CDBG-NSP time constraints and the requirement for purchase assistance and/or acquire, repair and resell or lease REO vacant properties. The HRS’s best judgment as to the feasibility of each application and each unit shall govern in all cases.

III. HOUSEHOLD QUALIFICATION

A. General

In order for a resident to be eligible for assistance, the following criteria must be met:

1. The total household income under CDBG-HR and CDBG-DRI must not exceed 80% of the Area Median Income (AMI) set for the HUD Section 8 program at the time assistance is provided. In the case of CDBG-NSP, the total household income must not exceed 120% of the AMI set for the HUD Section 8 program.
2. The applicant must possess and provide clear title to the housing unit and property the unit is located on to be eligible. If the housing unit and/or the property the unit is located on are mortgaged, the applicant must be able to provide documentation showing the mortgage payments are current. Ownership through life estate, heir property or other legal satisfactorily documented ownership is considered satisfactory for program participation. Providing necessary documentation is an applicant responsibility and expense.
3. In the case of the CDBG-NSP, before an eligible foreclosed or abandoned property is to be purchased and closed, evidence of clear title (clear of all liens) must be provided by the institution from which the property is being purchased. It is the responsibility of the County to ensure that all other title or lien issues are cleared before the final purchase of a property.
4. ~~Except in the case of CDBG-NSP, the applicant must have been primarily residing in the housing unit to be addressed for at least one year prior to the date of the application.~~ In the CDBG-DRI program, the applicant must have been permanently and primarily residing in the housing unit at the time of the declared disaster.
5. Property taxes, mortgage payments and utility bills must be current and ownership must not be jeopardized by any other threat of foreclosure, default or clouded title to be eligible for CDBG-HR and CDBG-DRI assistance.
6. The property must be fully insured for flood insurance at the time assistance is provided through the CDBG housing programs, if the home is within the 100-year floodplain. The applicant shall voluntarily maintain the flood insurance for the duration of the DPL.
7. All applicants that may have a business or familial relationship with a member of the County Commission, the CATF, HRS, PA and/or the participating construction contractors must fully disclose this relationship at the time of the application is made, and at any time a conflict occurs and before a construction contract is executed. (See Conflicts of Interest)

XIII. CONFLICT OF INTEREST

Although addressed in other places in this Housing Assistance Plan, adherence to rules and regulations with regard to Conflict of Interest is mandatory. All applicants from any CDBG housing program that may have a business or familial relationship with a member of the County Commission, Citizen's Advisory Task Force (CATF) Committee, HRS, PA, or participating construction contractors must fully disclose this relationship on the application for assistance or financing. All conflicts of interest must be disclosed to the public, County Commission and the DCA before award of any CDBG-HR, CDBG-DRI or CDBG-NSP funds. Conflicts of interest may be waived by the County Commission and DCA on a case by case basis, if they are deemed acceptable by both the Commission and State and otherwise compliant within the program requirements by the HRS and PA. In addition, all beneficiary names must be disclosed at the regular meetings of the Commission ~~and the CATF~~ as selection of beneficiaries occur and these names must be included in the minutes of ~~both the Commission and the CATF~~ meetings. The County Commission ~~and CATF members~~ must disclose any relationship with an applicant (or vender, or lender, developer, or housing partner) and must abstain from any vote related to that applicant (or vender, or lender, developer, or housing partner). As soon as a final ranking of the applications is made, the ranking and any cases of conflict of interest must be made known at a meeting of the County Commission. Before an applicant, vender or housing partner with a potential or real conflict is given final approval for participation, County must notify DCA in writing. Prior to any award of assistance, the County must receive written notification of DCA's approval of the application and waiver of conflict of interest, in accordance with 24 C.F.R. Section 570.489. If a construction contract is executed, grant funds are expended, and the above process was not followed, the local government and/or the applicant may be liable for returning the funds to the program.

GULF COUNTY TRANSPORTATION COMMITTEE
1000 Cecil G. Costin, Sr. Blvd., Room 309
Port St. Joe, FL 32456
(850) 229-6144

MEMORANDUM

TO: GULF COUNTY BOARD OF COUNTY
FROM: TOWAN KOPINSKY
DATE: FEBRUARY 1, 2013
TOPIC: GULF COAST PARKWAY

At their meeting on January 16, 2013, the Gulf County CTST/Transportation Committee voted unanimously to recommend that the Board of County Commissioners adopt and transmit the attached letter to the Florida Department of Transportation. This is a request for FDOT to consider the northern terminus of Gulf Coast Parkway to be north of the U.S. 231/Camp Flowers Road Intersection.

BCC APPROVED
DATE _____ D.C. _____

2013 FEB -5 AM 9:20

BOARD OF COUNTY COMMISSIONERS GULF COUNTY, FLORIDA

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

DATE AND TIME OF MEETINGS • SECOND AND FOURTH TUESDAYS AT 9:00 A.M. ET

February 12, 2013

Mr. Tommy Barfield, Secretary
FL Dept. of Transportation, District 3
1074 Highway 90 East
Chipley, FL 32428

RE: Gulf Coast Parkway

Dear Secretary Barfield:

The Gulf County Board of County Commissioners would like to request that the Department consider an alternative alignment for the Gulf Coast Parkway where its northern terminus would connect with U.S. 231 to the north of the existing U.S. 231/Camp Flowers Road intersection. We would also request that the Department enable the Northwest Florida Transportation Corridor Authority to undertake a PD&E study for a connection from the U.S. 231/Gulf Coast Parkway intersection to S.R. 77, which would complete the connection between the airport and the Port of Port St. Joe. It would be very similar to the northern terminus of proposed Corridor Alignment 15.

With the delays that have affected completion of the Gulf Coast Parkway, and as there is no definite corridor selected at this time, we believe that this proposed route will provide the most direct and shortest route to U.S. 231. This proposed corridor will most efficiently achieve all 9 goals as set in the Gulf Coast Parkway Project Purpose and Need.

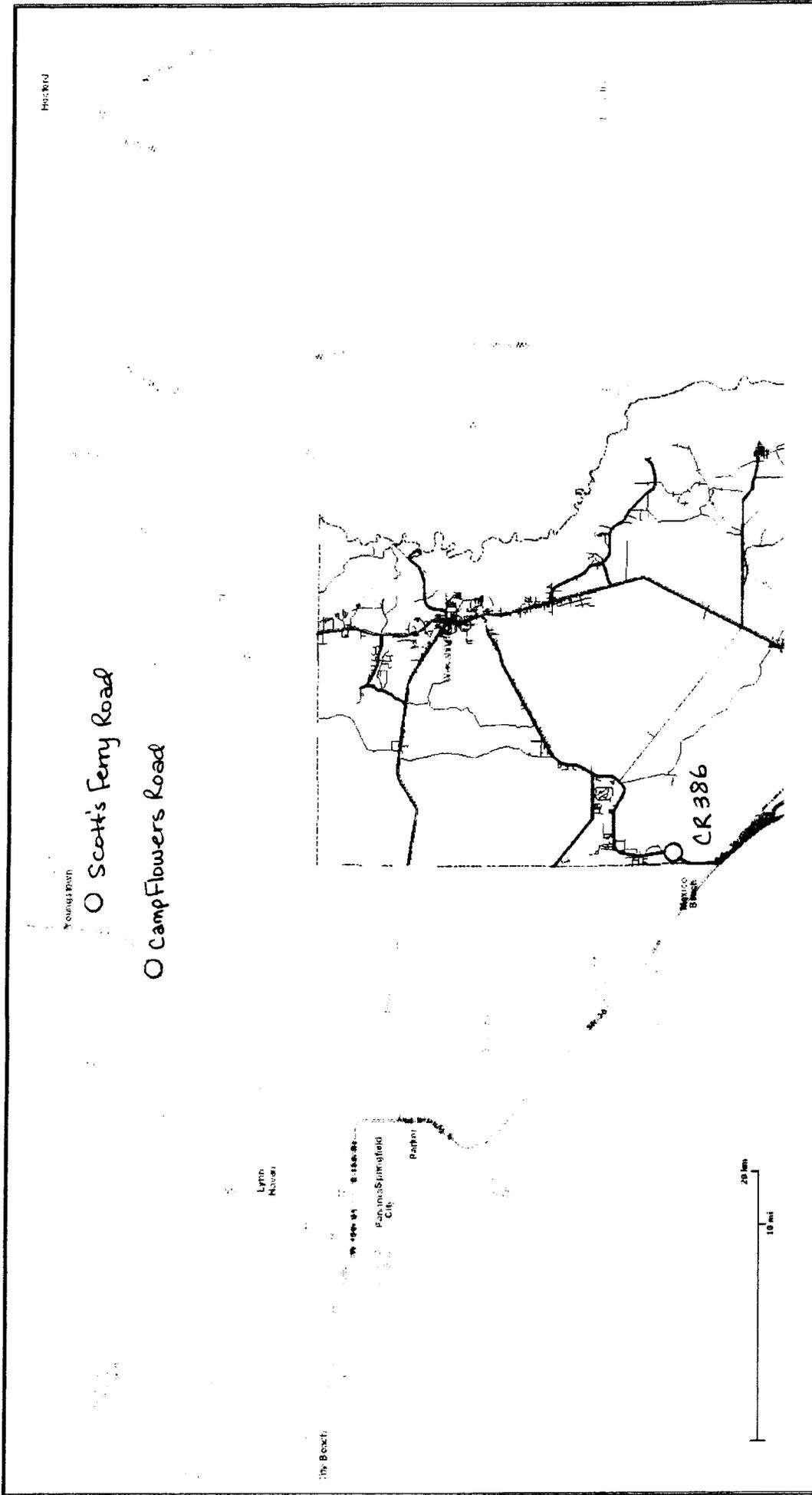
With the economic hardships that we have all faced over the past several years, and with the potential creation of 200 jobs at the Port site (Eastern Shipbuilding Group) in Port St. Joe within the next year, we desperately need connectivity to I-10 as it will be the major route for freight movement. With the direct access to U.S. 231 and I-10, the economic competitiveness of Gulf County would be greatly enhanced and the Port would receive the boost it needs to become active.

Secretary Tommy Barfield
February 12, 2013
Page 2

The Gulf County Board of County Commissioners thanks you for the dedication and continued support we receive from the Florida Department of Transportation. Your consideration in this matter is greatly appreciated, and should you have any questions, please contact us at (850) 229-6106.

Sincerely,

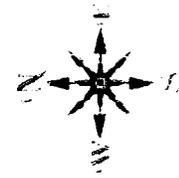
Tynalin Smiley
Chairman



Gulf Coast Parkway -

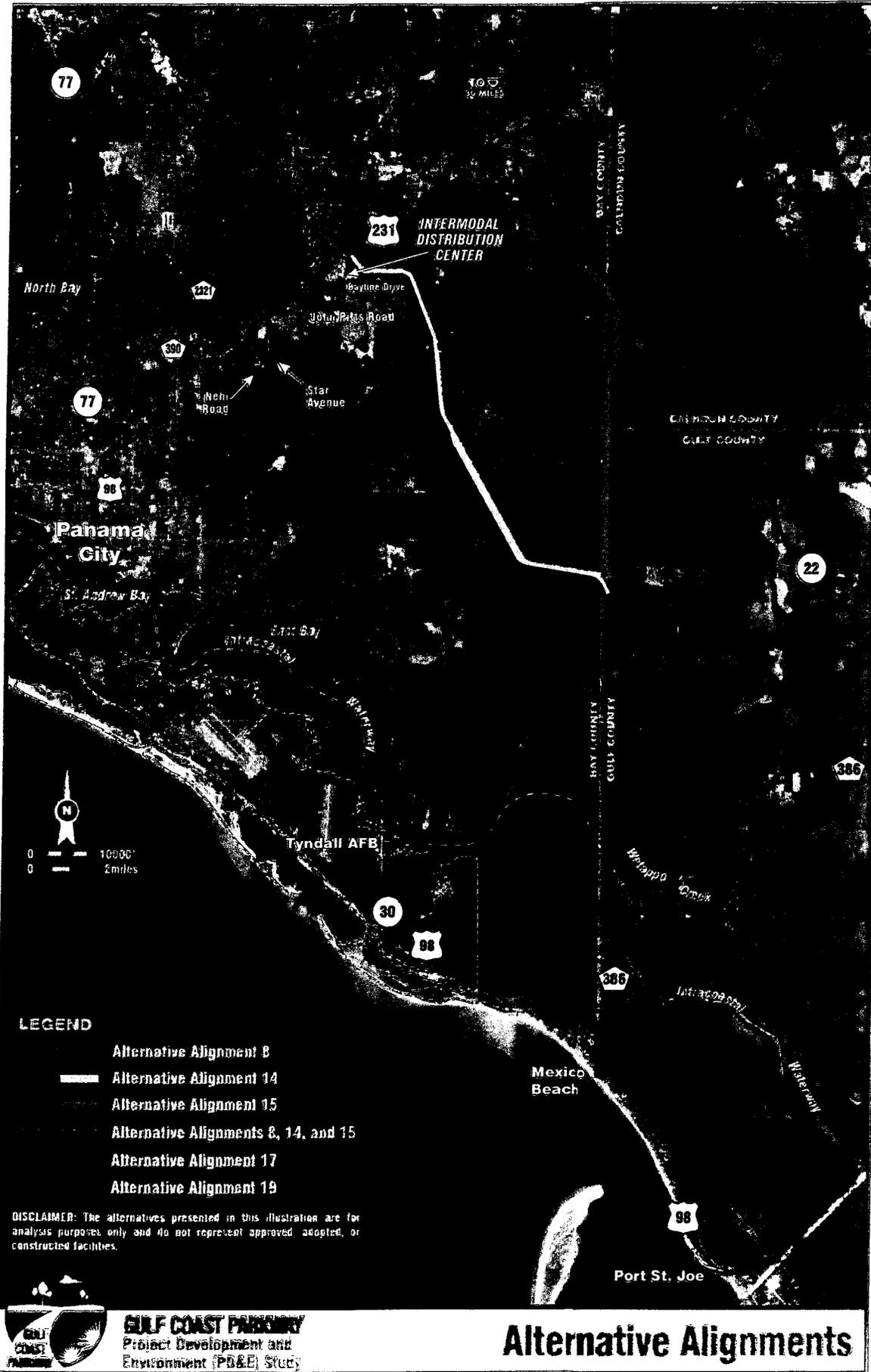
Disclaimer— Gulf County GIS provides this GIS data as a public service. NO WARRANTY for the availability or accuracy is provided.

Printed: Feb 06, 2013



Corridor 15





The purpose of the proposed Gulf Coast Parkway is to improve mobility by increasing the regional transportation network, increase security of the Tyndall Air Force Base (AFB), enhance economic development in Bay and Gulf Counties, and improve emergency evacuation of Gulf and Bay Counties. These goals will be achieved by:

- 1. Reducing travel times for residents from southeast Bay and coastal Gulf counties to employment centers in Panama City.**
- 2. Providing a more direct route between US 98 in Gulf County and freight transfer facilities on US 231 within Bay County.**
- 3. Improving access between Gulf County Enterprise Zones along CR 386 and US 98 and the major freight transportation route out of Bay County, US 231.**
- 4. Providing a direct route for tourists traveling US 231 to reach vacation and recreation opportunities in south Gulf County.**
- 5. Providing a more direct route from south Gulf County to the Panama City International Airport (existing and proposed).**
- 6. Increasing traffic capacity of existing roadways; in particular, the currently congested sections of US 98 (Tyndall Parkway).**
- 7. Improving security for the Tyndall AFB by providing an alternative route to US 98 through Tyndall.**
- 8. Providing an alternative to existing emergency evacuation routes.**
- 9. Providing a new corridor consistent with the adopted Bay County Long Range Transportation Plan (LRTP); and the adopted Bay County and proposed Gulf County Comprehensive Plans.**



GULF COUNTY TRANSPORTATION COMMITTEE
1000 Cecil G. Costin, Sr. Blvd., Room 309
Port St. Joe, FL 32456
(850) 229-6144

MEMORANDUM

TO: GULF COUNTY BOARD OF COUNTY
FROM: TOWAN KOPINSKY
DATE: FEBRUARY 1, 2013
TOPIC: GULF TO BAY HIGHWAY

At their meeting on January 16, 2013, the Gulf County CTST/Transportation Committee voted unanimously to recommend that the Gulf County Board of County Commissioners submit a letter to the Florida Department of Transportation and The St. Joe Company asking them to consider combining Segments 2 & 3 of the Gulf to Bay Highway, as it will play a vital role in the Gulf Coast Parkway project. They also requested that the Board contact the Bay County Board of County Commissioners to request that they submit a similar letter to FDOT.

BCC APPROVED

DATE _____ D.C. _____

2013 FEB -6 PM 9:20

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

62

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

DATE AND TIME OF MEETINGS • SECOND AND FOURTH TUESDAYS AT 9:00 A.M. E.T.

February 12, 2013

**Mr. Tommy Barfield, Secretary
FL Dept. of Transportation, District 3
1074 Highway 90 East
Chipley, FL 32428**

RE: Gulf to Bay Highway

Dear Secretary Barfield:

The Gulf County Board of County Commissioners would like to request that the Department and St. Joe Company consider **combining Phase 2 and Phase 3** of the Gulf to Bay Highway project into one final phase. The Gulf to Bay Highway will not only improve the flow of traffic from Panama City to Port St. Joe, but it will enhance the Gulf Coast Parkway and provide an excellent Southern terminus point.

The flow of traffic through the St. Joe Beach, Beacon Hill and Mexico Beach areas continues to become more constricted with the rise in tourism, and completion of the Gulf to Bay Highway will provide an alternate route for emergency vehicles, trucks, work commuters, etc.

We thank you for the dedication and continued support we receive from the Florida Department of Transportation, and should you have any questions, please contact us at (850) 229-6106.

Sincerely,

**Tynalin Smiley
Chairman**

cc: The St. Joe Company

ARMEN J. McLEISH, JR.
District 1

MARK McDANIEL
District 2

JANINA BRAY
District 3

TYNALIN SMILEY
District 4

WARREN L. BEACER, JR.
District 5

62

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

63

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

DATE AND TIME OF MEETINGS • SECOND AND FOURTH TUESDAYS AT 9:00 A.M. E.T.

February 12, 2013

**Hon. George B. Gainer, Chairman
Bay County Board of County Commissioners
840 West 11th Street
Panama City, FL 32401**

RE: Gulf to Bay Highway Letter of Support

Dear Chairman and Commissioners:

The Gulf County Board of County Commissioners would like to request that the Bay County Board of County Commissioners submit a letter of request to the Florida Department of Transportation and St. Joe Company to consider combining Phase 2 and Phase 3 of the Gulf to Bay Highway project into one final phase. The Gulf to Bay Highway will not only improve the flow of traffic from Panama City to Port St. Joe, but it will enhance the Gulf Coast Parkway and provide an excellent Southern terminus point.

The flow of traffic through the St. Joe Beach, Beacon Hill and Mexico Beach areas continues to become more constricted with the rise in tourism, and completion of the Gulf to Bay Highway will provide an alternate route for emergency vehicles, trucks, work commuters, etc.

We have attached the letter we have submitted to the Florida Department of Transportation, and would request that your Board submit a similar request. Should you have any questions, please contact Chief Administrator Don Butler at (850) 229-6106.

Sincerely,

**Tynalin Smiley
Chairman**

CARMEN L. McLENNAN
Butler

WARD MCDANIEL
District 1

CLAYNA BRYAN
District 2

TYN SMILEY
District 4

MARREN J. YEAGER, JR.
District 5

63

January 23 2013

Gulf County Board of County Commissioners
1000 Cecil G. Costin Sr. Blvd
Port St. Joe, FL 32456

RE: Sherry and Matthew Herring – Dental Insurance

Dear Commissioners:

I have been a full time employee for the Gulf County Clerk's Office since December 19, 2012. My husband, Matthew Herring, became a full time employee of the Gulf County Sheriff's Office on January 18, 2013. Therefore, we are requesting that the Board of County Commissioners pay both employee premiums toward the family dental insurance premium effective March 1, 2013.

Thank you,


Sherry Herring

FILED FOR RECORD
RECEIVED JAN 24 2013
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
2013 JAN 24 AM 10:37

BCC APPROVED
DATE _____ D.C. _____



MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS
FROM: JENNIFER JENKINS, EXECUTIVE DIRECTOR
DATE: FEBRUARY 6, 2013
TOPIC: INVENTORY TRANSFER

By this memo, I am requesting that the Board approve the transfer of Inventory Item #230-19 (Toshiba e-Studio Series 3500C Copier) from TDC to the Grants Department.

Thanks.

BCC APPROVED
DATE _____ D.C. _____

2013 FEB -6 AM 9:19
JENNIFER JENKINS
EXECUTIVE DIRECTOR

2-12-13 LL



1130 Connecticut Avenue, NW
Suite 300
Washington, D.C. 20036
202.331.8500
202.331.1596 fax

Invoice Number 1212576
Invoice Date December 31, 2012
PO Number
Contract
Project 0711-GULFCOUNTY
Page 1 of 1

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

Manager Valerie L. Gelnovatch

			Current Amount
REIMBURSABLE EXPENSES			
Delivery	Darrel S. Ricketts	UPS December 08, 2012	15.20
Dues and Subscripti		2012 Prof. Pubs. & Rsrch. Mtls	204.06
Telephone		ALLIEDTELE 12/12 Internet	9.52
Telephone		ATTTFG Oct 12/Nov 12	4.10
Telephone		PAETEC Nov 2012	7.00
Invoice Total			239.88

This invoice is due upon receipt

Please return yellow copy with payment.

APPROVED FOR PAYMENT
DATE 1-22-13 BY LL
21111-31200

2013 FEB -6 AM 9:17

BCC APPROVED
DATE _____ D.C. _____



Delivery Service Invoice

67

Invoice date **December 8, 2012**
Invoice number **00008V9V87492**
Shipper number **8V9V87**
Control ID **M724**
Page 1 of 3

0733A00008V9V876

Sign up for electronic billing today!
Visit ups.com/billing

THE FERGUSON GROUP
HANK MILLER
1130 CONNECTICUT AVE NW RM 300
WASHINGTON, DC 20036-3981

For questions about your invoice, call:
(800) 811-1648
Monday - Friday
8:00 a.m. - 9:00 p.m. E.T.

or write:
UPS
P.O. Box 7247-0244
Philadelphia, PA 19170-0001

Incentive Savings

Total incentive savings this period **\$ 10.73**
Your amount due this period includes these savings.
See incentive summary section for details.

Account Status Summary

Weekly Payment Plan

Charges This Period **\$ 74.64**
Amount Outstanding (prior invoices) **\$ 0.00**
Total Amount Outstanding **\$ 74.64**

New Rates Information

Effective December 31, 2012, UPS Rates will change as follows: UPS Air and International Services will increase an average net 4.5% and UPS Ground Services will increase an average net 4.9%. To view these new rates, as well as changes to accessorial rates, visit ups.com/rates.

Thank you for using UPS.

Summary of Charges

Page		Charge
3	Outbound	
	UPS CampusShip	\$ 54.64
	Service Charges	\$ 20.00
Charges this period		\$ 74.64

Dear Customer: Do not pay. Your charges have been submitted to your credit card for payment.

Please Note: Your credit card will expire on 09/30/2012. Please visit the *UPS Billing Center* located on UPS.com/billing to update your payment information. Payment information entered in the UPS Billing Center will become effective immediately upon expiration of your existing payment card.

Note: This invoice may contain a fuel surcharge as described at ups.com. The published fuel surcharge is 8.5% for UPS Ground Services and 13.5% for UPS Air Services, UPS 3 Day Select, and International services. For more information, visit ups.com.

67

Daily Report for Executives
 CQ.com on Congress
 Environment & Energy Daily, Greenwire, E&E News, Land Letter, Climate Wire
 Leadership Library, Municipal Yellow book, Congressional Yellow Book, Federal Yellow Book
 Congress Daily, National Journal

Client #		Bloomberg	CQ.com	E&E Daily	Leadership Directories	National Journal	Total	
		2,014.00					2,014.00	
			12,071.42				12,071.42	
				10,070.00			10,070.00	
					3,476.80		3,476.80	
						6,633.48	6,633.48	
		2,014.00	12,071.42	10,070.00	3,476.80	6,633.48	34,265.70	
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67090	0401-BCAG	EXPENSETSK-O	16.99	101.81		29.32	55.95	204.06
67090	0404-MIDPENINSULA	EXPENSETSK-O	16.99	101.81		29.32	55.95	204.06
67090	0408-IDAHO WUWA	EXPENSETSK-O	16.99	101.81	279.72	29.32	55.95	483.78
67090	0417-YAKIMABASIN	EXPENSETSK-O	16.99	101.81	279.72	29.32	55.95	483.78
67090	0418-PAX	EXPENSETSK-O	16.99	101.81		29.32	55.95	204.06
67090	0419-TAMARAC	EXPENSETSK-O	16.99	101.81		29.32	55.95	204.06
67090	0425-HAMILTONCO	EXPENSETSK-O	16.99	101.81		29.32	55.95	204.06
67090	0484-KLAMATH	EXPENSETSK-O	16.99	101.81		29.32	55.95	204.06
67090	0507-NRPA	EXPENSETSK-O	16.99	101.81		29.32	55.95	204.06
67090	0510-MAC	EXPENSETSK-O	16.99	101.81		29.32	55.95	204.06
67090	0519-MATTHEWS	EXPENSETSK-O	16.99	101.81		29.32	55.95	204.06
67090	0524-LANSINGCOLLGE	EXPENSETSK-O	16.99	101.81		29.32	55.95	204.06
67090	0528-LOWERPROVDNC	EXPENSETSK-O	16.99	101.81		29.32	55.95	204.06
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67090	0560-PEORIA	EXPENSETSK-O	16.99	101.81		29.32	55.95	204.06
67090	0611-MECKLENBURG	EXPENSETSK-O	16.99	101.81		29.32	55.95	204.06
67090	0620-MCNC	EXPENSETSK-O	16.99	101.81		29.32	55.95	204.06
67090	0631-MERCEDID	EXPENSETSK-O	16.99	101.81	279.72	29.32	55.95	483.78
67090	0644-NAESV	EXPENSETSK-O	16.99	101.81		29.32	55.95	204.06
67090	0669-GAAC	EXPENSETSK-O	16.99	101.81		29.32	55.95	204.06
67090	0701-WOODLAND	EXPENSETSK-O	16.99	101.81		29.32	55.95	204.06
67090	0711-GULFCOUNTY	EXPENSETSK-O	16.99	101.81		29.32	55.95	204.06
67090	0713-PETERSBURG	EXPENSETSK-O	16.99	101.81		29.32	55.95	204.06
67090	0714-ENRGCOAL	EXPENSETSK-O	16.99	101.81	279.72	29.32	55.95	483.78
67090	0718-WSWRA	EXPENSETSK-O	16.99	101.81	279.72	29.32	55.95	483.78
67090	0723-YUMAAR	EXPENSETSK-O	16.99	101.81		29.32	55.95	204.06
67090	0727-LAGUNABEACH	EXPENSETSK-O	16.99	101.81		29.32	55.95	204.06
67090	0728-PORTOLYMPIA	EXPENSETSK-O	16.99	101.81		29.32	55.95	204.06
67090	0730-WATERUSE	EXPENSETSK-O	16.99	101.81	279.72	29.32	55.95	483.78
		2,014.00	12,071.42	10,070.00	3,476.80	6,633.48	34,265.70	

34,265.70



1120 20th St, N.W., Suite 500-S
 Washington, DC 20036
 Billing Phone: 202.349.0420
 E-Mail: billing@alliedtelecom.net
 www.alliedtelecom.com

The Ferguson Group
Attn: Darrel Ricketts
1130 Connecticut Ave. N.W. Suite 300
Washington DC 20036

70 Invoice

Inv. Reference No: 93592
 Bill Date: 11/13/2012
 Payment Due: 12/13/2012
 Terms: Net 30
 Purchase Order #: Not Applicable
 Service Period:
 Data: 12/1-31/2012
 VoIP: 10/1-31/2012 + Usage of 9/2012

Service Description	Quantity	Rate	Amount
10 Mbps Dedicated Internet Access	1	1,400.00	1,400.00
3 Mbps/768 KBps Dedicated Internet Access	1	200.00	200.00
Monthly Charge			\$1,600.00
Payments/Adjustments			\$0.00
Total Balance Including Balance Forward			\$1,600.00

0305-WINSTONSALEM	\$ 9.52
0318-OAKRIDGE	\$ 9.52
0348-COLLIERCOUNT	\$ 9.52
0354-PALMBAY	\$ 9.52
0357-MCHENRYCOUNT	\$ 9.52
0371-COLLEGE PARK	\$ 9.52
0377-NATAT	\$ 9.52
0381-PBEA	\$ 9.52
0382-SHOTSPOTTER	\$ 9.52
0386-SANLUISOBISP	\$ 9.52
0397-SANJOAQUINGB	\$ 9.52
0401-BCAG	\$ 9.52
0404-MIDPENINSULA	\$ 9.52
0408-IDAHOWUA	\$ 9.52
0412-CCROCK	\$ 9.52
0417-YAKIMABASIN	\$ 9.52
0418-PAX	\$ 9.52
0425-HAMILTONCO	\$ 9.52
0484-KLAMATH	\$ 9.52
0507-NRPA	\$ 9.52
0510-MAC	\$ 9.52
0528-LOWERPROVIDENCE	\$ 9.52
0549-NCAEC	\$ 9.52
0551-PWD	\$ 9.52
0560-PEORIA	\$ 9.52
0580-BUCKETT	\$ 9.52
0588-PIKE	\$ 9.52
0605-OLAUGHLIN	\$ 9.52
0614-GREGORY	\$ 9.52
0618-IIDENERGY	\$ 9.52
0620-MCNC	\$ 9.52
0631-MERCEDID	\$ 9.52
0668-GLOBAL JUSTICE	\$ 9.52
0679-SkyTran	\$ 9.52
0711-Gulf County	\$ 9.52
0713-Petersburg	\$ 9.52
0714-The Energy Coalition	\$ 9.52
0718-WSWRA	\$ 9.52
0728-PORTOLYMPIA	\$ 9.52
0730-WATEREUSE	\$ 9.52
0731-AEROGEN	\$ 9.52
0739-KARI TECHNOLOGIES	\$ 9.52
	\$ 1,600.00



FERGUSON GROUP
 ATTN: DARREL RICKETTS
 1130 CONN AVE NW STE 300
 WASHINGTON, DC 20036-3981

Page: 1 of 14 **72**
 Bill Cycle Date: 10/23/12 - 11/22/12
 Account: 825623896
 Foundation Account: FAN 02536130
 Invoice: 825623896X11282012

Visit us online at: www.att.com/business

Wireless Statement

Bill-At-A-Glance

Previous Balance	\$2,212.21
Payment	\$0.00
Adjustments	\$0.00
Amount Due - Please Pay Immediately	\$2,212.21
New Charges	\$2,351.93
Total Amount Due	\$4,564.14
New Charges Due in Full by	Dec 17, 2012

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 Enjoy more convenience, security & control.

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*\$10 reward card redemption via AT&T Peward VISA® Prepaid Card. Complete offer details at att.com/thanks10. Offer not valid after 12/31/2012.

Service Summary

Service	Page	Total
Account Charges	1	\$1,159.56
Wireless	2	\$1,192.37
Total New Charges		\$2,351.93

Account Charges

BBBP10NTN20000UMMUNW - Includes VOICE PRIVACY, Message Waiting Ind, Direct Bill Detail, Call Waiting, Caller ID, Call Hold, Call Forward Immediate, Call Forward Conditional, Basic Voice Mail, Three Way Calling.

Monthly Charges - Nov 23 thru Dec 22

1. BBBP10NTN20000UMMUNW	1,075.00
2. National Account Discount	86.00CR
Total Monthly Charges	989.00

Other Charges and Credits

One-Time Charges

Date	Description	
3. 11/22	Late Payment Charge	5.00

Surcharges and Other Fees

4. DC Cellular Surcharge Non-Residential	114.42
5. Federal Universal Service Charge	51.14
Total Surcharges and Other Fees	165.56

Total Other Charges & Credits **170.56**

Total Account Charges **1,159.56**

How to Contact Us:
 For questions about your account: 1 800 331-0500
 or 611 from your cell phone
 For Deaf/Hard of hearing TTY: 1 866 241-6567
 Visit us online at www.att.com

For Important Information about your bill, please see the **News You Can Use** section (Page 13).

Clients	Hours Worked	Ratio	Amount per Client
0001 The Ferguson Group	32.00	9.31%	\$218.91
0009 Kaweah Delta Water Conservation District	0.40	0.12%	\$2.74
0018 Imperial Irrigation District - Water	0.40	0.12%	\$2.74
0033 SSD - Sac County 5 Delta BDCP	4.10	1.19%	\$28.05
0033 SSD - State of Texas	1.00	0.29%	\$6.84
0042 Sutter County	0.80	0.23%	\$5.47
0053 SACOG	1.50	0.44%	\$10.26
0067 Broward County	93.20	27.11%	\$637.58
0076 Kings River Interests	1.50	0.44%	\$10.26
0078 Modesto & Turlock Irrigation Districts	3.00	0.87%	\$20.52
0081 City of Memphis	0.20	0.06%	\$1.37
0082 Northern California Water Association	6.10	1.77%	\$41.73
0091 TFG Bus Dev	36.70	10.67%	\$251.06
0093 Glenn-Colusa Irrigation District	5.10	1.48%	\$34.89
0095 Friant Water Authority	8.40	2.44%	\$57.46
0117 Camp Dresser & McKee, Inc - ALCOSAN	1.20	0.35%	\$8.21
0176 Tule River Improvement Joint Powers Agreement	1.50	0.44%	\$10.26
0177 Western Municipal Water District	0.50	0.15%	\$3.42
0183 Town of Cary	1.00	0.29%	\$6.84
0191 City of Jackson	4.60	1.34%	\$31.47
0240 R3 Water	2.00	0.58%	\$13.68
0249 SAS Institute Inc	1.00	0.29%	\$6.84
0259 Sonoma County - NBWRA	6.30	1.83%	\$43.10
0274 Lennar Mare Island	2.40	0.70%	\$16.42
0284 Lennar - Newhall	0.80	0.23%	\$5.47
0300 Methodist University	2.00	0.58%	\$13.68
0301 Butte County, California	0.90	0.26%	\$6.16
0318 City of Oak Ridge	0.10	0.03%	\$0.68
0348 Collier County Government	1.50	0.44%	\$10.26
0371 City of College Park, GA	16.00	4.65%	\$109.46
0382 Shotspotter, Inc	2.10	0.61%	\$14.37
0397 San Joaquin Groundwater Banking Authority	8.90	2.59%	\$60.88
0404 Midpeninsula Regional Open Space District	4.00	1.16%	\$27.36
0417 Yakima Basin Joint Board	7.20	2.09%	\$49.26
0422 Knights Landing Ridge Drainage District	0.60	0.17%	\$4.10
0425 Hamilton County	1.90	0.55%	\$13.00
0484 Klamath Water Users Association	8.90	2.59%	\$60.88
0510 Mayors Automotive Coalition	1.50	0.44%	\$10.26
0525 AbTech	0.70	0.20%	\$4.79
0549 North Carolina Association of Electric Cooperatives	1.60	0.47%	\$10.95
0618 IID - Energy	1.60	0.47%	\$10.95
0620 MCNC	0.40	0.12%	\$2.74
0627 Reclamation District 108	1.10	0.32%	\$7.53
0631 Merced Irrigation District	1.70	0.49%	\$11.63
0644 National Alliance to End Sexual Violence	7.30	2.12%	\$49.94
0668 Global Justice Institute	3.50	1.02%	\$23.94
0669 General Aviation Airport Coalition	18.00	5.24%	\$123.14
0711 Gulf County, FL	0.60	0.17%	\$4.10
0713 City of Petersburg	0.40	0.12%	\$2.74
0728 Port of Olympia	1.90	0.55%	\$13.00
0730 WaterReuse Association	9.00	2.62%	\$61.57
0734 Vance County Tourism Development Authority	1.30	0.38%	\$8.89
0738 Corporation for Economic Development	13.20	3.84%	\$90.30
0739 Kari Technologies International	0.20	0.06%	\$1.37

Account Number	Invoice Date	Total Amount Due
61110493	Nov 22, 2012	\$1,218.48

74

Summary of Charges - Invoice 54336238

PREVIOUS BALANCE	\$2,470.32
Payments - Thank You	(\$2,470.32)
Balance Forward	\$0.00
Monthly Charges	\$988.04
Usage Charges	\$3.00
Credits	\$0.00
Other Charges	\$6.00
Taxes and Surcharges	\$221.44
New Charges - Due by Dec 16, 2012	\$1,218.48
TOTAL INVOICE AMOUNT	\$1,218.48

Important Messages

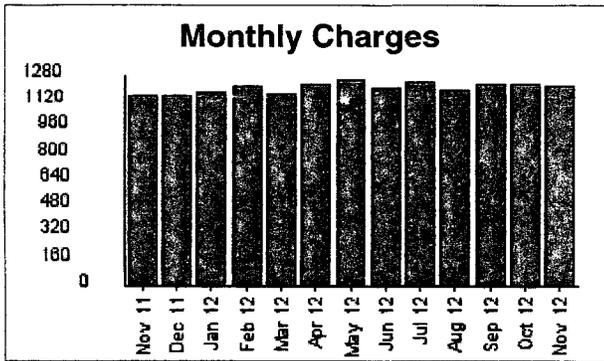
PAETEC Standard Terms & Conditions

For general information regarding PAETEC's Standard Terms & Conditions, visit www.paetec.com/about-us/notice/terms-conditions.html

Access Recovery Charge:

The FCC permits local telephone companies to assess this charge to recover a portion of the costs incurred in the provision and maintenance of telephone service to connect customer's homes and businesses to the telephone network.

(Additional Messages found on page 2)



Windstream Online

Manage your Windstream services directly and review invoice details, charge descriptions, and payment history at windstreambusiness.com/login.

Contact Us

Billing: 877.340.2600 or windstreambusiness.com/login
 E-mail: WindstreamCustomerSupport@windstream.com
 Repair: 877.340.2555
 Web site: windstreambusiness.com

305		5.73	5.73	1.27	7.00
318		5.73	5.73	1.27	7.00
348		5.73	5.73	1.27	7.00
354		5.73	5.73	1.27	7.00
357		5.73	5.73	1.27	7.00
371		5.73	5.73	1.27	7.00
377		5.73	5.73	1.27	7.00
381		5.73	5.73	1.27	7.00
382		5.73	5.73	1.27	7.00
386		5.73	5.73	1.27	7.00
397		5.73	5.73	1.27	7.00
401		5.73	5.73	1.27	7.00
404		5.73	5.73	1.27	7.00
408		5.73	5.73	1.27	7.00
412		5.73	5.73	1.27	7.00
417		5.73	5.73	1.27	7.00
418		5.73	5.73	1.27	7.00
425		5.73	5.73	1.27	7.00
484		5.73	5.73	1.27	7.00
507		5.73	5.73	1.27	7.00
510		5.73	5.73	1.27	7.00
528		5.73	5.73	1.27	7.00
549		5.73	5.73	1.27	7.00
551		5.73	5.73	1.27	7.00
580		5.73	5.73	1.27	7.00
588		5.73	5.73	1.27	7.00
605		5.73	5.73	1.27	7.00
614		5.73	5.73	1.27	7.00
618		5.73	5.73	1.27	7.00
620		5.73	5.73	1.27	7.00
631		5.73	5.73	1.27	7.00
668		5.73	5.73	1.27	7.00
679		5.73	5.73	1.27	7.00
701		5.73	5.73	1.27	7.00
711		5.73	5.73	1.27	7.00
713		5.73	5.73	1.27	7.00
714		5.73	5.73	1.27	7.00
718		5.73	5.73	1.27	7.00
728		5.73	5.73	1.27	7.00
730		5.73	5.73	1.27	7.00
731		5.73	5.73	1.27	7.00
	-	997.04	997.04	221.44	1,218.48

1,218.48

**GULF COUNTY BOARD OF COUNTY COMMISSIONERS
RESOLUTION: NO. 2013-____**

**A RESOLUTION OF THE GULF COUNTY BOARD OF COUNTY COMMISSIONERS
AUTHORIZING THE CHAIRMAN OF THE BOARD TO ENTER INTO A JOINT
PARTICIPATION AGREEMENT WITH THE FLORIDA DEPARTMENT OF
TRANSPORTATION.**

WHEREAS, the Local Agency Program has been established in conjunction with Section 334.044(7), Section 339.05, and Section 339.12, Florida Statutes, to assist small county governments in resurfacing or reconstruction of county roads or in construction of capacity or safety improvements on county roads; and

WHEREAS, the Florida Department of Transportation (FDOT) has the authority under Section 334.044(7), Florida Statutes, to enter into an Agreement with Gulf County; and

WHEREAS, Gulf County has certified to FDOT that they will meet the requirements of said Section 339.05 and Section 339.12, Florida Statutes; and

WHEREAS, FDOT is willing to provide Gulf County with federal financial assistance under Financial Management Number 413202-2-38-01 for costs directly related to **design of the C.R. 386 (Overstreet Road) Signing/Pavement Markings project**, hereinafter referred to as the **“PROJECT”**; and

NOW, THEREFORE, BE IT RESOLVED, by the Gulf County Board of County Commissioners that the Chairman of the Board is authorized to sign the Joint Participation Agreement with FDOT for this project, and that the Chairman, Chief Administrator or County Grant Coordinator is hereby authorized to execute all necessary documents pertaining to administration of this grant.

THIS RESOLUTION ADOPTED THIS 12TH DAY OF FEBRUARY, 2013.

ATTEST:

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

Clerk / Deputy Clerk

Tynalin Smiley, Chairman

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

FPN: 413202-2-38-01	Fund: HSP	FLAIR Approp: _____
Federal No: 3749-004-S	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
County No: (51) Gulf	Contract No: _____	Vendor No: VF596000627033
Data Universal Number System (DUNS) No: 80-939-7102 Local Agency DUNS No: 15-659-1922		
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction		

THIS AGREEMENT, made and entered into this _____ day of _____, _____ by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the Department, and Gulf County B.O.C.C., hereinafter called the Agency.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into this Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under Section 339.12, Florida Statutes, to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to provide for the Department's participation in the design of the CR 386 Overstreet Road Signing/Pavement Markings Project and as further described in Exhibit "A" attached hereto and by this reference made a part hereof, hereinafter called the "project," and to provide Department financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

1.01 Attachments: Exhibit(s) A, B, C & 1 are attached and made a part hereof.

2.01 General Requirements: The Agency shall complete the project as described in Exhibit "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part hereof as if fully set forth herein. Time is of the essence as to each and every obligation under this Agreement.

A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in charge of each project.

Inactivity and Removal of Any Unbilled Funds

Once the Department issues a Notice to Proceed (NTP) for the Project, the Agency shall be obligated to submit an invoice or other request for reimbursement to the Department for all work completed for the Project no less frequently than on a quarterly basis, beginning from the day the NTP is issued. If the Agency fails to submit quarterly (or more frequently than quarterly) invoices to the Department as required herein and in the event said failure to timely submit invoices to the Department results in FHWA removing any unbilled funding or in the loss of State appropriation authority (which may include the loss of state and Federal funds, if there are state funds programmed to the Project), then the Agency will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Agency waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of State

appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Agency for future LAP projects.

Removal of All Funds

If all funds are removed from the project, including amounts previously billed to the Department and reimbursed to the Agency, and the project is off the state highway system, then the department will have to request repayment for the previously billed amounts from the Local Agency. No state funds can be used on off-system projects.

2.02 Expiration of Agreement: The Agency agrees to complete the project on or before October 1, 2013. If the Agency does not complete the project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

2.03 Pursuant to Federal, State, and Local Laws: In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.04 Agency Funds: The Agency shall initiate and prosecute to completion all proceedings necessary, including federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the project.

2.05 Submission of Proceedings, Contracts, and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the project as the Department and the Federal Highway Administration (FHWA) may require. The Agency shall use the Department's Local Agency Program Information Tool and applicable information systems as required.

3.00 Project Cost:

3.01 Total Cost: The total cost of the project is \$ 59,000. This amount is based upon the schedule of funding in Exhibit "B." The Agency agrees to bear all expenses in excess of the total cost of the project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 4.00.

3.02 Department Participation: The Department agrees to participate in the project cost to the extent provided in Exhibit "B." This amount includes federal-aid funds which are limited to the actual amount of federal-aid participation.

3.03 Limits on Department Funds: Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible project costs is subject to:

- a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;
- b) Availability of funds as stated in paragraphs 3.04 and 3.05 of this Agreement;
- c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- d) Department approval of the project scope and budget at the time appropriation authority becomes available.

3.04 Appropriation of Funds: The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

3.05 Multi-Year Commitment: In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

3.06 Notice-to-Proceed: No cost may be incurred under this Agreement until the Agency has received a written Notice-to-Proceed (NTP) from the Department. The Agency agrees to advertise or put the project out to bid thirty (30) days from the date the Department issues the NTP to advertise the project. If the Agency is not able to meet the scheduled advertisement, the District LAP Administrator should be notified as soon as possible.

3.07 Limits on Federal Participation: Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or project costs in part or in total.

For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

4.00 Project Estimate and Disbursement Schedule: Prior to the execution of this Agreement, a project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project, and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by mutual written agreement between the Department and the Agency. If revised, a copy of the revision should be forwarded to the Department's Comptroller and to the Department's Federal-aid Program Office. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

5.00 Records:

5.01 Establishment and Maintenance of Accounting Records: Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for 5 years after the final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records of the Agency and all subcontractors performing work on the project and all other records of the Agency and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim or audit is started before the expiration of the 5-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

5.02 Costs Incurred for Project: The Agency shall charge to the project account all eligible costs of the project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

5.03 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

5.04 Audit Reports: Recipients of federal and state funds are to have audits done annually using the following criteria:

The administration of resources awarded by the Department to the Agency may be subject to audits and/or monitoring by the Department, as described in this section.

Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, as revised (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Department's Office of Inspector General (OIG), and the Chief Financial Officer (CFO) or Auditor General.

Audits

Part I - Federally Funded: Recipients of federal funds (i.e., state, local government or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends \$500,000 or more in federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "1" of this Agreement indicates federal resources awarded through the Department by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1 the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

Part II - State Funded: Recipients of state funds (i.e., a non-state entity as defined by Section 215.97(2) (l), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes, applicable rules of the Executive Office of the Governor and the CFO, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "1" to this Agreement indicates state financial assistance awarded through the Department by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.

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2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2) (d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

Part III - Other Audit Requirements: The recipient shall follow up and take corrective action on audit findings. Preparation of a Summary Schedule of Prior Year Audit Findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Part IV - Report Submission:

1. Copies of financial reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this Agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:
 - a) The Department at each of the following address(es):

Dustin Castells
 District 3 LAP Administrator
 1074 Highway 90 • Post Office Box 607
 Chipley, Florida 32428-0607
 - b) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised), at the following address:

Federal Audit Clearinghouse
 Bureau of the Census
 1201 East 10th Street
 Jeffersonville, IN 47132
 - c) Other federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. In the event that a copy of the financial reporting package required by Part I of this Agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited Schedule of Expenditures of Federal Awards directly to each of the following:

Dustin Castells
 District 3 LAP Administrator
 1074 Highway 90 • Post Office Box 607

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Chipley, Florida 32428-0607

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the financial reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any Management Letters issued by the auditor, to the Department at each of the following addresses:

Dustin Castells
 District 3 LAP Administrator
 1074 Highway 90 • Post Office Box 607
 Chipley, Florida 32428-0607

3. Copies of the financial reporting package required by Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

- a) The Department at each of the following address(es):

Dustin Castells
 District 3 LAP Administrator
 1074 Highway 90 • Post Office Box 607
 Chipley, Florida 32428-0607

- b) The Auditor General's Office at the following address:

Auditor General's Office
 Room 401, Pepper Building
 111 West Madison Street
 Tallahassee, Florida 32399-1450

4. Copies of reports or the Management Letter required by Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:

- a) The Department at each of the following address(es):

Dustin Castells
 District 3 LAP Administrator
 1074 Highway 90 • Post Office Box 607
 Chipley, Florida 32428-0607

5. Any reports, Management Letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted in a timely manner in accordance with OMB Circular A-133, as revised, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133, as revised, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the financial reporting package was delivered to the recipient in correspondence accompanying the financial reporting package.

Part V - Record Retention: The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least 5 years from the date the audit report is issued and shall allow the Department or its designee, the state CFO or Auditor General access to such records upon request. The recipient shall ensure that the independent audit documentation is made available to the Department, or its designee, the state CFO or Auditor General upon request for a period of at least 5 years from the date the audit report is issued, unless extended in writing by the Department.

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5.05 Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives and authorized agents of FHWA to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the financing and development of the project.

The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement (Section 287.058(1)(c), Florida Statutes).

5.06 Uniform Relocation Assistance and Real Property Statistical Report: For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

6.00 Requisitions and Payments: Requests for reimbursement for fees or other compensation for services or expenses incurred shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof (Section 287.058(1)(a), Florida Statutes).

All recipients of funds from this Agreement, including those contracted by the Agency, must submit bills for any travel expenses, when authorized by the terms of this Agreement, in accordance with Section 112.061, Florida Statutes, and Chapter 3-"Travel" of the Department's Disbursement Operations Manual, Topic 350-030-400 (Section 287.058(1)(b), Florida Statutes).

If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

7.00 Department Obligations: Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

7.01 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof or in or with respect to any document of data furnished therewith or pursuant hereto;

7.02 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement or payments to the project;

7.03 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this Agreement, requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

7.04 Conflict of Interests: There has been any violation of the conflict of interest provisions contained here in paragraph 12.07.

7.05 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

7.06 Federal Participation: The Department may suspend or terminate payment for that portion of the project which the FHWA, or the Department acting in lieu of FHWA, may designate as ineligible for federal-aid.

7.07 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement or the date of authorization, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for

the project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7.08 Final Invoices: The Agency must submit the final invoice on the project to the Department within 120 days after the completion of the project. Invoices submitted after the 120-day time period may not be paid.

8.00 Termination or Suspension of Project:

8.01 Termination or Suspension Generally: The Department may, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

(a) If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 8.(b) below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.

(b) If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

(c) If the Agreement is terminated before the project is completed, the Agency shall be paid only for the percentage of the project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress will become the property of the Department and will be turned over promptly by the Agency.

8.02 Action Subsequent to Notice-of-Termination or Suspension: Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; (b) furnish a statement of the project activities and contracts and other undertakings the cost of which are otherwise includable as project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

9.00 Contracts of Agency:

9.01 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

9.02 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects. In all cases, the Agency's attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

10.00 Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement. Furthermore, the Agency agrees that:

(a) Each financial assistance agreement signed with a US-DOT operating administration (or a primary recipient) must include the following assurance:

"The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. Part 26. The recipient shall take all necessary and reasonable steps under 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 C.F.R. Part 26 and as approved by Department, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.)."

(b) Each contract signed with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

"The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate."

11.00 Compliance with Conditions and Laws: The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," in 49 C.F.R. Part 29, when applicable.

12.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

12.01 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

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12.02 Title VI – Civil Rights Act of 1964: The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

The Agency shall include provisions in all contracts with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

12.03 Americans with Disabilities Act of 1990 (ADA): The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.

12.04 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

12.05 Discrimination: In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

12.06 Suspension, Revocation, Denial of Qualification or Determination of Contractor Non-Responsibility: An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

12.07 Prohibited Interests: Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the project or any property included or planned to be included in the project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement.

The Agency shall insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

12.08 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

13.00 Miscellaneous Provisions:

13.01 Environmental Regulations: The Agency will be solely responsible for compliance with all the applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits.

13.02 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

13.03 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

13.04 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

13.05 Bonus or Commission: By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

13.06 State Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

13.07 Plans and Specifications: In the event that this Agreement involves constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the project and comments or recommendations covering any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department. The Agency will physically include Form FHWA-1273 in all its contracts and subcontracts.

13.08 Right-of-Way Certification: Upon completion of right-of-way activities on the project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to advertisement for or solicitation of bids for construction of the project, including those projects for which no right-of-way is required.

13.09 Agency Certification: The Agency will certify in writing, prior to project closeout that the project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the project is accepted by the Agency as suitable for the intended purpose.

13.10 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

13.11 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one in the same instrument.

13.12 Restrictions on Lobbying:

Federal: The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

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If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

State: No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

13.13 Maintenance: The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency will will not maintain the improvements made for their useful life.

13.14 Vendors Rights: Vendors (in this document identified as the Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has 30 working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days after receipt of the invoice and the receipt, inspection, and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3) (b), Florida Statutes, will be due and payable in addition to the invoice amount to the Agency. Interest penalties of less than one \$1 will not be enforced unless the Agency requests payment. Invoices which have to be returned to the Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at 850-413-5516.

13.15 Reimbursement of Federal Funds:

The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

13.16 E- VERIFY

The Agency:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Agency during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

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IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AGENCY Gulf County B.O.C.C.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
Name:
Title:

By: _____
Name: Jason D. Peters, P.E.
Title: Director of Transportation Developmen

Attest: _____
Title:

Attest: _____
Title:

Legal Review:

See attached Encumbrance Form for date of funding approval by Comptroller.

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 PROJECT MANAGEMENT OFFICE
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EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 413202-2-38-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and the Gulf County B.O.C.C.

PROJECT LOCATION:

The project ___ is X is not on the National Highway System.

The project ___ is X is not on the State Highway System.

PROJECT DESCRIPTION:

This is a Safety project for design that includes audible edgeline & centerline markings, raised pavement markers, improved signage and variable feedback signs along CR 386 Overstreet Road from SR 30 (US 98) to SR 71.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Design to be completed by October 1, 2013.

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

The Agency shall be responsible for verifying that the NEPA document is adhered to for the life of the project.

This project will be designed within existing right of way.

No work shall begin until a Notice to Proceed is issued by the Department.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The Cultural Resource Assessment Survey (including coordination with the State Historic Preservation Officer) and all documentation necessary to support the environmental Class of Action Determination will be the responsibility of the Department.

The Department will reimburse the Agency for the eligible costs directly related to the design **not to exceed \$59,000.**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS Gulf County Board of County Commissioners 1000 Cecil G. Costin, Sr. Blvd Port St Joe, FL 32456	FPN: 413202-2-38-01
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PROJECT DESCRIPTION

Name: CR 386 Overstreet Road Signing/Pavement Markings Length: 19.345 miles
 Termini: SR 30 (US98) to SR 71

TYPE OF WORK By Fiscal Year	FUNDING		
	(1) TOTAL PROJECT FUNDS	(2) AGENCY FUNDS	(3) STATE & FEDERAL FUNDS
Planning FY: 2010-2011 FY: 2011-2012 FY: 2012-2013 Total Planning Cost	_____ _____ _____	_____ _____ _____	_____ _____ _____
Project Development & Environment (PD&E) FY: 2010-2011 FY: 2011-2012 FY: 2012-2013 Total PD&E Cost	_____ _____ _____	_____ _____ _____	_____ _____ _____
Design FY: 2011-2012 FY: 2012-2013 FY: 2013-2014 Total Design Cost	_____ _____ _____	_____ _____ _____	_____ _____ _____
Right-of-Way FY: 2011-2012 FY: 2012-2013 FY: 2013-2014 Total Right-of-Way Cost	_____ _____ _____	_____ _____ _____	_____ _____ _____
Construction FY: 2011-2012 FY: 2012-2013 FY: 2013-2014 FY: 2014-2015 Total Construction Cost	_____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____
Construction Engineering and Inspection (CEI) FY: 2012-2013 FY: 2013-2014 FY: 2014-2015 Total CEI Cost	_____ _____ _____	_____ _____ _____	_____ _____ _____
Total Construction and CEI Costs	_____	_____	_____
TOTAL COST OF THE PROJECT	\$59,000	\$0	\$59,000

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

EXHIBIT "C"

RESTRICTION ON CONSULTANT'S ELIGIBILITY TO COMPETE FOR
DEPARTMENT ASSISTED CONTRACTSFPN: 413202-2-38-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and the Gulf County B.O.C.C.

EXISTING CONSULTANT CONTRACTS:

Existing consultant or professional services contracts shall not be used in the development and delivery of this project, doing so will federalize the existing contract. All consultant and professional services contracts associated with this project shall be advertised and selected in accordance with the Consultants Competitive Negotiations Act (CCNA). Consult the District LAP Administrator for the appropriate federal language that must appear in each consultant contract.

CONSULTANT CEI CONTRACTS:

A consultant firm or its affiliate that was the engineer of record (EOR) on a project shall not be considered for construction engineering and inspection (CEI) services, as a prime, on the same project.

A consultant firm or its affiliate who was the EOR on a project may only be considered for CEI services as a sub consultant to the prime CEI firm with the approval of the Department prior to submittal of letters of response.

A consultant firm or its affiliate who was the sub to the EOR on a project may only be considered for CEI services, as prime, on the same project, with the approval of the Department prior to submittal of letters of response.

The Department's approval shall be based on the extent of the firm's involvement in the design of the project or CEI services, as the case may be, and the potential of hindrance of any objective decision making.

A consultant or its affiliate who performed geotechnical services for the EOR shall not be considered as a sub to the firm providing CEI services on the same project, in any capacity.

DESIGN-BUILD CONTRACTS:

The contractor or design professional cannot team, as a prime, with other firms to submit more than one bid per project. The secondary member (i.e., designer or contractor) of the design-build team cannot change, after award, without the written approval of the Department.

A professional firm shall not be considered for CEI services, either as a prime or a sub, for a Design-Build contract for which the same firm or its affiliate is the EOR or is sub to the EOR.

A consultant firm, its affiliate, or sub consultant that is under contract with the Local Agency to develop the RFP for a Design-Build contract cannot be part of a Design-Build Team proposing on that contract as a prime or a sub consultant. A consultant firm, its affiliate, or sub consultant that is under contract with the Local Agency to provide CEI services on the Design-Build contract cannot be part of a Design-Build Team proposing on that contract as a prime or sub consultant.

A consultant or its affiliate, who was the prime EOR on a Design-Bid-Build project, where the project is switched to Design-Build, may participate on a Design-Build contract with the approval of the Department. The Department shall consider level of design (% completed) by the EOR, the number of component design plans by different EOR's, etc.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
 PROJECT MANAGEMENT OFFICE
 08/06
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EXHIBIT "1"

SINGLE AUDIT ACT

Federal Resources Awarded to the Recipient Pursuant to This Agreement Consist of the Following:

Federal Agency: Federal Highway Administration

CFDA #: 20.205 Highway Planning and Construction

Amount: FPID 413202-2-38-01 \$59,000

Compliance Requirement:

Allowable Activities: To be eligible, most projects must be located on public roads that are not functionally classified as local. The major exceptions are the Highway Bridge Replacement and Rehabilitation Program, which provides assistance for bridges on and off the federal-aid highways, highway safety activities, bicycle and pedestrian projects, transportation enhancement activities, the recreational trails program, and planning, research, development, and technology transfer. Proposed projects meeting these and other planning, design, environmental, safety, etc., requirements can be approved on the basis of state and local priorities within the limit of the funds apportioned or allocated to each state.

Allowable Costs: Eligible activities and allowable costs will be determined in accordance with Title 23 and Title 49 C.F.R. and the OMB cost principles applicable to the recipient/sub-recipient.

Eligibility: By law, the federal-aid highway program is a federally assisted state program that requires each state to have a suitably equipped and organized transportation department. Therefore, most projects are administered by or through State Departments of Transportation (State DOTs). Projects to be funded under the federal-aid highway program are generally selected by state DOTs or Metropolitan Planning Organizations (MPOs), in cooperation with appropriate local officials, as specified in 23 U.S.C. and implementing regulations. Territorial highway projects are funded in the same manner as other federal-aid highway projects, with the territorial transportation agency functioning in a manner similar to a state DOT. Most Florida Land Highway Program (FLHP) projects are administered by the Federal Highway Administration (FHWA) Office of Federal Lands Highway and its Divisions or by the various Florida Land Management Agencies (FLMAs). Under the FLHP, projects in the Indian Reservation Road (IRR) Program are selected by Tribal Governments and are approved by the Bureau of Indian Affairs (BIA) and the FHWA. Due to recent legislation, Tribal Governments meeting certain requirements may now administer various IRR projects on behalf of the BIA and FHWA. The Fish and Wildlife Service (FWS) and the National Park Service (NPS) select projects in the Refuge Road and Park Roads and Parkways Programs, respectively. For the Forest Highway Program, the Forest Service, the States and the FHWA jointly select projects.

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to This Agreement Are As Follows: The recipient of Local Agency Program (LAP) funding must comply with the statutory requirements in Sections 112.061, 215.422, 339.12, and 339.135, Florida Statutes, and Title 23 and Title 49, C.F.R.

RESOLUTION NO. 2013-

A RESOLUTION OF THE GULF COUNTY BOARD OF COUNTY COMMISSIONERS AUTHORIZING THE CHAIRMAN OF THE BOARD TO ENTER INTO A JOINT PARTICIPATION AGREEMENT (J.P.A.) WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION.

WHEREAS, the Public Transportation Service Development Program has been created by Section 341.051, 20.23(3)(a) and 334.048(3), Florida Statutes, to provide initial funding for special projects; and

WHEREAS, the Florida Department of Transportation (F.D.O.T.) has the authority, under Section 334.051, Florida Statutes, to enter into this Agreement; and

WHEREAS, Gulf County has certified to the F.D.O.T. that it has met the eligibility requirements of said Section 339.2816, Florida Statutes; and

WHEREAS, F.D.O.T. shall reimburse Gulf County for direct costs under Financial Management Number 4331151-94-01 for costs directly related to onboard surveillance cameras and associated equipment for Gulf ARC Transportation coordinator transit vehicles in Gulf County.

ADOPTED this 12th day of Febuary, 2013.

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

ATTEST:

**TYNALIN SMILEY
CHAIRMAN**

CLERK / DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
GULF COUNTY, FLORIDA

CHIEF ADMINISTRATOR'S OFFICE

Donald Butler, Chief Administrator

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

PHONE: (850) 229-6106/639-6700 • FAX: (850) 229-9252 • EMAIL: dbutler@gulfcounty-fl.gov

DATE AND TIME OF MEETINGS: SECOND AND FOURTH TUESDAYS AT 9:00 A.M., E.T.

MEMORANDUM

TO: GULF COUNTY BOARD OF COUNTY COMMISSIONERS

FROM: LYNN LANIER

SUBJECT: TRAVEL

DATE: JANUARY 24, 2013

Commissioner Yeager has been appointed to the FAC Leadership & Governance Work Group. With the many issues facing small counties and Comm. Yeager's involvement in these organizations, recommendation is to allow Commissioner Yeager to travel for any and all FAC, Small County Coalition or NACo conferences, events, meetings, etc., for the calendar years 2013 and 2014.

Thank you.

BCC APPROVED

DATE _____ D.C. _____

2013 FEB -5 AM 9:18

NOTICE IS HEREBY GIVEN that the Gulf County Board of County Commissioners will hold a public hearing to consider adoption of the following amendments and Ordinances with the following titles:

AN ORDINANCE OF GULF COUNTY, FLORIDA; WHEREBY AMENDING ORIGINAL GULF COUNTY ANIMAL CONTROL ORDINANCE NUMBER 2005-24 AND THEREAFTER ITS AMENDMENT THROUGH ORDINANCE NUMBER 2008-20 AND HEREIN AMENDING BY ADOPTION OF "GULF COUNTY ANIMAL CONTROL ORDINANCE" WHEREBY PROVIDING FOR DEFINITIONS; PROVIDING FOR AUTHORITY AND ENFORCEMENT; PROVIDING FOR ADOPTION BY REFERENCE: FLORIDA STATUTES RELATING TO ANIMAL CONTROL, ANIMAL WELFARE AND ANIMAL CRUELTY; PROHIBITION AGAINST NUISANCE ANIMALS; PROVIDING FOR HUMANE CARE GUIDELINES; PROHIBITION AGAINST ANIMALS FROM RUNNING-AT-LARGE; PROVIDING FOR PERMITTING REQUIRMENTS; PROVIDING FOR MULTIPLE PET PERMITS AND KENNELING; PROHIBITION ON FEEDING FERAL ANIMALS; REGULATING SALE OF ANIMALS; PROVIDING FOR PROPER REDEMPTION AND DISPOSITION OF UNWANTED AND IMPOUNDED ANIMALS; PROVIDING FOR RABIES CONTROL; PROVIDING FOR PROPER HANDLING OF DANGEROUS AND AGGRESSIVE ANIMALS; PROVIDING FOR SPAY AND NEUTERING REQUIREMENTS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

Complete Ordinance on file in the Clerk's Office

A first public reading and introduction will be held during the Gulf County Board of County Commissioner's Regular Meeting on Tuesday, February 12th at 9:00 a.m. est. in the County Commissioner's meeting room in the Robert M. Moore Administration Building, Gulf County Courthouse Complex, Port St. Joe, Florida.

A second reading in addition to a public hearing and consideration will be held during the Gulf County Board of County Commissioner's Regular Meeting on Tuesday, February 26th, at 9:00 a.m. est. 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 proposed Ordinance and referenced 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.

A copy of the proposed Ordinance and amendments are available for inspection on weekdays between the hours of 9:00 a.m. est., and 5:00 p.m. est. at the Office of the Clerk of Court, Gulf County Courthouse, 1000 C.G. Costin, Sr., Blvd., Port St. Joe, Florida, 32456.

BOARD OF COUNTY COMMISSIONERS
GULF COUNTY, FLORIDA

BY: TYNALIN SMILEY, CHAIRMAN

Ad Dates: January 31, 2013 & February 7, 2013
Ad #2013-06
Publish in Legals
Invoice: Gulf County Board of County Commissioners