



COUNTY COMMISSIONERS
District 1 - Tommy Hamm, Chairman
District 2 - Robert Carroll
District 3 - William T. Dozier
District 4 - Douglas Moore, Vice Chairman
District 5 - Clair Pease

January 17, 2024

REGULAR MEETING

9:00 AM - BAY COUNTY GOVERNMENT CENTER

840 WEST 11TH STREET

PANAMA CITY, FLORIDA

- A. CALL TO ORDER
- B. ROLL CALL
- C. INVOCATION
- D. PLEDGE OF ALLEGIANCE
- E. APPROVAL OF THE AGENDA
- F. ADDITION OF EMERGENCY ITEMS/DELETIONS
- G. PRESENTATIONS
- H. PUBLIC PARTICIPATION (LIMITED ONLY TO ITEMS ON THE AGENDA)
- I. APPROVAL OF CONSENT AGENDA

Clerks Report

- 1. **Revenues & Expenditures and December 2023 Check Register**

Recommendation: Board acknowledge receipt of reports.

Budget Office

- 2. **FY 2024 Budget Amendment**

Recommendation: Board to adopt a resolution amending the Fiscal Year 2023-2024 Budget.

County Attorney

- 3. **County Attorney Amended Contract**

Recommendation: Board approve and authorize the chairman to sign the County Attorney's Amended Contract.

- 4. **Ratify Declaration of Local State of Emergency for the North Florida Tornadoes**

Recommendation: Board ratify the Bay County Declaration of Local State of Emergency for the North Florida Tornadoes.

5. **Amendment to Pipeline Road Contract**

Recommendation: Board approve an amendment to the contract to sell property on Pipeline Road, and authorize the chairman to execute the same.

County Manager's Office

6. **Chief of Emergency Services**

Recommendation: Board confirm the appointment of Matthew Lindewirth as Chief of Emergency Services.

7. **Bay Medical Center Board of Trustees Appointments**

Recommendation: Board review and ratify all nominees for appointment to the Bay Medical Board of Trustees.

8. **Storm Debris Collection**

Recommendation: Board: a) confirm approval of initial roadside debris collection beginning January 16th until January 23, 2024, in the designated storm debris pickup zones; and, b) allow citizens with identification and/or proof of residency within the affected zones to drop off their debris free of charge at the Steelfield Landfill from January 16th until February 16, 2024. Time extensions may be granted upon reevaluation and approval from the County Manager.

Public Works

9. **Holley Lane Maintenance Claim**

Recommendation: Board: a) accept and approve a maintenance claim of Holley Lane; and, b) authorize the chairman to sign the maintenance claim map and record with the clerk of the court.

Utility Services

10. **Water Treatment Plant Underdrain System**

Recommendation: Board: a) approve change order number 1 on PO 20230641 with Westech Engineering, LLC to increase the project cost by \$736,468.00 for filter #4 replacement, and b) authorize the chairman to execute the agreement and make any necessary modifications as approved by the county attorney.

J. REGULAR AGENDA

Public Works

11. **Fountain Community Northern Region Resiliency Center**

Recommendation: Board: a) award architectural design services contract

for the Fountain Northern Region Resiliency Center to Florida Architects, Inc., in the amount of \$804,636.50 and; b) authorize the chairman to execute the contract and any contract modifications as approved by the county attorney.

K. PUBLIC HEARING

Community Development

12. PL20230018 & PL20230022 - Small Scale Amendment & Zone Change - 4662 & 4636 E. Highway 390

Recommendation: Board to conduct a quasi-judicial public hearing and approve the proposal of a Small-Scale Amendment to the Bay County Comprehensive Plan, Future Land Use Map, and to approve a proposed zone change from “R-1” Single-Family to “C-3A” General Commercial Low. The properties are located at 4622 and 4636 E. Highway 390, in the unincorporated Panama City area.

L. PUBLIC PARTICIPATION (LIMITED TO ITEMS WHICH THE COMMISSION HAS AUTHORITY)

M. COUNTY ATTORNEY'S REPORT

N. COUNTY MANAGER'S REPORT

O. CHAIRMAN'S REPORT AND COMMISSIONER'S COMMENTS

P. ADJOURN

BAY COUNTY BOARD OF COUNTY COMMISSIONERS

840 West 11th Street
Panama City, Florida 32401
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Commission Meeting Schedules and Agenda Items Available on our Home Page:
www.baycountyfl.gov

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Commissioner Clair Pease, District 5
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"Bay County adheres to the Americans with Disabilities Act and will make reasonable modifications for access to this meeting upon request. Please call the County Administration Office at (850) 248-8140 to make a request. For Hearing Impaired, Dial 1-800-955-8771 (TDD), and 1-800-955-8770 (Voice). Requests must be received at least 48 hours in advance of the meeting in order for Bay County to provide the requested service."



Bay County Board of County Commissioners Agenda Item Summary

Revenues & Expenditures and December 2023 Check Register

DEPARTMENT MAKING REQUEST/NAME:

Clerk of Court and Comptroller Bill Kinsaul, Clerk of Court and
Comptroller

MEETING

DATE: 1/17/2024

REQUESTED MOTION/ACTION:

Board acknowledge receipt of reports.

AGENDA

Clerks Report - Consent

BUDGETED ITEM? N/A

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

BACKGROUND:

Board acknowledge receipt of reports.

- Revenues and Expenditures
- December 2023 Check Register

ATTACHMENTS:**Description**

December 2023 Check Register

Revenues & Expenditures

Type

Exhibit

Exhibit



January 2, 2024

Board of County Commissioners
Bay County, Florida

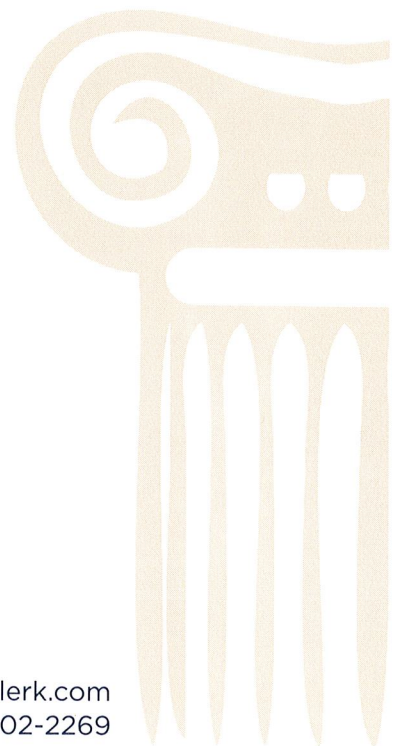
Commissioners:

Attached please find Bay County's Check Register for the month of December 2023. This report reflects disbursements of the Board of County Commissioners, Panama City Beach Convention and Visitors Bureau, Panama City Community Development Council and Mexico Beach Community Development Council for the month. I hope the Board and the citizens of Bay County find the information contained within the report to be informative, as well as, provide transparency of County transactions.

If I can be of further assistance to the Board, or should you wish to discuss this report further, please do not hesitate to give me a call.

Regards,

Bill Kinsaul
Clerk of Court & Comptroller



**BAY COUNTY BOARD OF COMMISSIONERS
CHECK REGISTER - SORTED BY DOLLAR AMOUNT
DECEMBER 1, 2023 THROUGH DECEMBER 31, 2023**

CHECK NUMBER	ISSUE DATE	VENDOR	TOTAL
296017	12/29/2023	BAY COUNTY SHERIFF	\$ 10,336,099.68
295737	12/15/2023	FRONT BEACH CRA	\$ 6,175,442.76
W002460	12/14/2023	FL AGENCY FOR HEALTH CARE	\$ 3,957,726.00
W002458	12/14/2023	FL AGENCY FOR HEALTH CARE	\$ 3,233,852.00
295924	12/21/2023	ROBERTS AND ROBERTS, INC.	\$ 1,735,679.68
W002466	12/22/2023	FL AGENCY FOR HEALTH CARE	\$ 1,610,909.00
295513	12/08/2023	C.W. ROBERTS CONTRACTING,	\$ 1,108,717.53
295650	12/08/2023	WILLIAMS COMMUNICATIONS,	\$ 943,412.00
A007302	12/14/2023	PANAMA CITY BEACH CONVENT	\$ 629,227.71
295703	12/15/2023	CITY OF PANAMA CITY BEACH	\$ 610,549.78
295698	12/15/2023	CITY OF CALLAWAY-CRA	\$ 600,979.48
295700	12/15/2023	CITY OF LYNN HAVEN-CRA	\$ 536,620.36
295784	12/15/2023	PANAMA CITY CRA	\$ 524,873.27
W002455	12/12/2023	FLETCHER BLACK REDEVELOPM	\$ 500,000.00
W002457	12/14/2023	BID-A-WEE APARTMENTS, LLC	\$ 500,000.00
W002459	12/14/2023	FL AGENCY FOR HEALTH CARE	\$ 479,089.00
295526	12/08/2023	CK CONTRACTORS AND DEVELO	\$ 435,666.55
W002462	12/14/2023	FL AGENCY FOR HEALTH CARE	\$ 430,581.00
295786	12/15/2023	PANAMA CITY CRA	\$ 425,065.55
295787	12/15/2023	PANAMA CITY CRA	\$ 418,917.90
295936	12/21/2023	TCS ELECTRICAL CO	\$ 411,160.00
E583545	12/15/2023	INTERNAL REVENUE SERVICE-	\$ 406,918.52
295965	12/29/2023	AMERICAN SAND & X-CAVATIO	\$ 390,636.14
A007309	12/21/2023	PANAMA CITY BEACH CONVENT	\$ 364,533.86
E656872	12/29/2023	INTERNAL REVENUE SERVICE-	\$ 352,342.93
295550	12/08/2023	FIRST TRANSIT, INC	\$ 347,287.15
295771	12/15/2023	LOSE & ASSOCIATES, INC	\$ 318,117.76
295841	12/21/2023	CDR MAGUIRE, INC.	\$ 315,258.70
295497	12/08/2023	ANDERSON COLUMBIA CO., IN	\$ 273,529.30
295783	12/15/2023	PANAMA CITY CRA	\$ 262,979.10
295832	12/21/2023	BAY COUNTY HEALTH DEPARTM	\$ 261,586.25
295660	12/11/2023	TRUIST BANK	\$ 255,091.53
295559	12/08/2023	GAGE GOLDEN CONSTRUCTION	\$ 227,387.51
A007294	12/04/2023	FLORIDA MEDICAID/COUNTY B	\$ 224,187.92
295708	12/15/2023	CITY OF SPRINGFIELD	\$ 214,828.36
A007304	12/14/2023	PANAMA CITY BCH.CONV. & V	\$ 209,914.42
295528	12/08/2023	COASTAL PARASAIL, INC.	\$ 189,293.56
TR1392	12/01/2023	CLERK OF CIRCUIT COURT	\$ 189,147.42
295775	12/15/2023	MILITARY POINT/AWTF - JOI	\$ 187,682.02
TR1387	12/01/2023	BAY COUNTY SUPERVISOR OF	\$ 182,983.57
A007308	12/21/2023	PANAMA CITY COMMUNITY DEV	\$ 181,419.73
295706	12/15/2023	CITY OF PARKER	\$ 168,971.09
295755	12/15/2023	INFRASTRUCTURE INC	\$ 148,362.00
295725	12/15/2023	DUVAL FORD, LLC	\$ 137,273.18
295518	12/08/2023	CDR MAGUIRE, INC.	\$ 128,587.50
295870	12/21/2023	FL DEPT OF JUVENILE JUSTI	\$ 125,159.29
295594	12/08/2023	PANHANDLE FORESTRY SERVIC	\$ 125,000.00
295572	12/08/2023	IMAGEWORKS C317, LLC	\$ 121,663.78
A007297	12/07/2023	PANAMA CITY BEACH CONVENT	\$ 102,140.97
W002463	12/19/2023	BARRON & REDDING PA	\$ 100,095.97

295613	12/08/2023	STEP ONE AUTOMOTIVE BGC F	\$	97,921.70
296020	12/29/2023	GARBER FORD INC	\$	97,713.50
A007305	12/14/2023	MEXICO BEACH COMM DEV COU	\$	84,677.42
295809	12/15/2023	THE HON COMPANY, LLC	\$	81,428.52
295923	12/21/2023	RADTKE, M.D., P.A., JAY M	\$	79,950.66
TR0228	12/08/2023	CLERK OF CIRCUIT COURT	\$	77,751.28
W002456	12/14/2023	BURKE, BLUE, HUTCHISON &	\$	75,000.00
W002464	12/21/2023	BURKE, BLUE, HUTCHISON &	\$	75,000.00
295576	12/08/2023	IPROJECTSOLUTIONS, LLC	\$	74,925.00
A007314	12/29/2023	PANAMA CITY BEACH CONVENT	\$	73,457.69
A007303	12/14/2023	PANAMA CITY BEACH CONVENT	\$	69,066.86
A007298	12/08/2023	PANAMA CITY BEACH CONVENT	\$	68,894.52
295983	12/29/2023	CDR MAGUIRE, INC.	\$	68,746.50
295971	12/29/2023	BCL CIVIL CONTRACTORS, IN	\$	66,004.39
296063	12/29/2023	MRD ASSOCIATES, INC.	\$	65,740.80
295776	12/15/2023	MONOLITH CONSTRUCTION - P	\$	65,083.21
295826	12/21/2023	ALAN JAY FORD LINCOLN MER	\$	64,775.00
295746	12/15/2023	GULF COAST ELECTRIC COOP.	\$	64,101.48
295788	12/15/2023	PANAMA CITY CRA	\$	62,228.55
295720	12/15/2023	DELL FINANCIAL SERVICES L	\$	56,146.55
295611	12/08/2023	SOUTHERN PIPE & SUPPLY CO	\$	55,653.51
295606	12/08/2023	SIKES CONCRETE, INC.	\$	53,350.00
295872	12/21/2023	FLORIDA STATE UNIVERSITY	\$	52,113.17
295571	12/08/2023	HALFF, ASSOCIATES, INC	\$	50,525.00
296074	12/29/2023	PLAYMORE WEST, INC	\$	49,181.50
W002468	12/28/2023	SETCO SERVICES LLC	\$	49,114.25
295733	12/15/2023	FLORIDA POWER & LIGHT COM	\$	48,652.07
295875	12/21/2023	BAY COUNTY SHERIFF	\$	46,102.96
296024	12/29/2023	GORTMOLLER ENGINEERING,	\$	45,362.00
295688	12/15/2023	BSN SPORTS LLC	\$	44,579.16
295873	12/21/2023	FLORIDA STATE UNIVERSITY	\$	42,244.19
295577	12/08/2023	J.V. GANDER DISTRIBUTORS	\$	41,850.30
295516	12/08/2023	CARUS CORPORATION	\$	40,121.20
296000	12/29/2023	DAVISON FUELS & OIL, LLC	\$	39,905.65
295540	12/08/2023	DAVISON FUELS & OIL, LLC	\$	39,849.15
295944	12/21/2023	TRANE U.S. INC.	\$	39,790.90
295991	12/29/2023	CONTROL TECHNOLOGIES, INC.	\$	39,521.02
295644	12/08/2023	WMH AUTOMOTIVE INC	\$	38,985.00
295900	12/21/2023	LOSE & ASSOCIATES, INC	\$	38,548.69
295545	12/08/2023	ADVANCED DATA PROCESSING,	\$	38,308.99
296046	12/29/2023	LIFE MANAGEMENT CENTER	\$	38,095.38
295588	12/08/2023	MULTIQUIP INC	\$	38,038.20
W002461	12/14/2023	FL AGENCY FOR HEALTH CARE	\$	37,728.00
295761	12/15/2023	KIMLEY-HORN AND ASSOCIATE	\$	34,750.00
295876	12/21/2023	BAY COUNTY SHERIFF	\$	34,184.29
295850	12/21/2023	CORE & MAIN LP	\$	32,458.89
295855	12/21/2023	DEERE & COMPANY	\$	32,085.60
295932	12/21/2023	SOUTHEASTERN OUTDOOR MANA	\$	30,315.00
295610	12/08/2023	SOUTHERN EARTH SCIENCES,	\$	30,280.00
295515	12/08/2023	CARR RIGGS & INGRAM, LLC	\$	30,000.00
295757	12/15/2023	J.V. GANDER DISTRIBUTORS	\$	29,240.01
A007315	12/29/2023	MEXICO BEACH COMM DEV COU	\$	27,538.06
295858	12/21/2023	DEWBERRY ENGINEERS INC	\$	26,351.98
295889	12/21/2023	J.V. GANDER DISTRIBUTORS	\$	25,733.42
W002454	12/08/2023	CMH HOMES INC.	\$	25,000.00

W002467	12/28/2023	CORNERSTONE TITLE AGENCY	\$	25,000.00
295782	12/15/2023	PANAMA CITY BEACH TURTLE	\$	24,909.00
295916	12/21/2023	PANHANDLE ENGINEERING, IN	\$	24,520.00
295739	12/15/2023	THE BAY LINE RAILROAD, L.	\$	24,478.92
A007296	12/07/2023	MEXICO BEACH COMM DEV COU	\$	24,392.51
295947	12/21/2023	VETERAN SEPTIC & SITE CON	\$	24,000.00
296055	12/29/2023	MCKIBBEN POWERSPORTS INC	\$	22,450.00
295718	12/15/2023	DAVISON FUELS & OIL, LLC	\$	21,645.35
295854	12/21/2023	DAVISON FUELS & OIL, LLC	\$	20,995.25
295807	12/15/2023	TEN-8 FIRE & SAFETY, LLC	\$	20,780.89
295901	12/21/2023	LUMBER LOCATORS LLC	\$	20,669.00
295977	12/29/2023	BREAK-N-GROUND, LLC	\$	20,594.00
295750	12/15/2023	N. HARRIS COMPUTER COPROR	\$	20,537.98
A007307	12/14/2023	USIS, INC.	\$	20,143.64
295673	12/15/2023	LIEWER ENTERPRISES INC	\$	19,742.75
W002465	12/22/2023	MARSH USA INC	\$	19,591.80
295495	12/08/2023	SIGHTLINE CREATIVE, INC.	\$	18,896.00
295844	12/21/2023	CHEMTRADE CHEMICALS US LL	\$	18,641.70
295521	12/08/2023	CHEMTRADE CHEMICALS US LL	\$	18,456.90
295668	12/15/2023	79 ROCK & DIRT	\$	18,400.00
295586	12/08/2023	MONOLITH CONSTRUCTION - P	\$	18,091.09
295697	12/15/2023	CHEMTRADE CHEMICALS US LL	\$	18,071.90
295961	12/29/2023	ALL FLORIDA MECHANICAL SE	\$	17,767.32
295939	12/21/2023	THE LIBRARY CORPORATION	\$	17,704.00
295751	12/15/2023	HAZEN AND SAWYER	\$	17,381.00
T8048	12/08/2023	BEARD EQUIPMENT CO.	\$	17,327.72
295789	12/15/2023	PANAMA CITY CRA	\$	17,171.46
296012	12/29/2023	BAY COUNTY SHERIFF	\$	16,808.62
295974	12/29/2023	BOUND TREE MEDICAL, LLC	\$	16,765.17
295591	12/08/2023	ODYSSEY MANUFACTURING CO.	\$	15,795.20
295549	12/08/2023	FERGUSON US HOLDINGS, INC	\$	15,266.72
295684	12/15/2023	BRANDOW'S LAWN & LANDSCAP	\$	14,929.12
295595	12/08/2023	PEOPLES FIRST INS. SERVIC	\$	14,894.00
295845	12/21/2023	CITY OF CALLAWAY-CRA	\$	14,867.26
295677	12/15/2023	BARGE DESIGN SOLUTIONS, I	\$	14,440.00
295814	12/15/2023	VERIZON	\$	14,019.45
295676	12/15/2023	B&A COMMUNICATIONS LLC	\$	13,750.00
295938	12/21/2023	TEN-8 FIRE & SAFETY, LLC	\$	13,624.82
295831	12/21/2023	BAY COUNTY ECONOMIC DEV A	\$	13,366.25
295547	12/08/2023	DOLOMITE INC	\$	13,104.00
295704	12/15/2023	CITY OF PANAMA CITY UTILI	\$	12,824.37
T8070	12/21/2023	THOMPSON TRACTOR CO INC	\$	12,692.47
295702	12/15/2023	CITY OF PANAMA CITY BEACH	\$	12,619.21
295614	12/08/2023	STEWART & STEVENSON LLC	\$	12,553.55
295752	12/15/2023	HULL'S ENVIRONMENTAL SERV	\$	12,503.85
295793	12/15/2023	POLYDYNE, INC	\$	12,320.00
295848	12/21/2023	COASTAL PROTECTION ENGINE	\$	12,070.00
296026	12/29/2023	GULF COAST CHILDREN'S ADV	\$	11,769.58
295555	12/08/2023	FLORIDA POWER & LIGHT COM	\$	11,704.83
A007306	12/14/2023	PANAMA CITY BEACH CONVENT	\$	11,506.34
295537	12/08/2023	DANA TRANSPORT, INC	\$	11,147.32
295498	12/08/2023	ANDERSON CONSTRUCTION CO.	\$	11,143.09
295714	12/15/2023	CORE & MAIN LP	\$	11,090.00
295542	12/08/2023	DEMOLITION PROS, LLC.	\$	10,789.00
295982	12/29/2023	CATALYST QLM, LLC	\$	10,693.16

295500	12/08/2023	AT&T	\$	10,688.00
295693	12/15/2023	CATALYST QLM, LLC	\$	10,575.00
295721	12/15/2023	DEMOLITION PROS, LLC.	\$	10,396.00
295553	12/08/2023	FLORIDA MUNICIPAL INSURAN	\$	10,277.00
295908	12/21/2023	MRD ASSOCIATES, INC.	\$	10,189.99
296053	12/29/2023	MAINSTREET PROPERTY SERVI	\$	10,168.20
295912	12/21/2023	NW FLORIDA WATER MANAGEME	\$	10,095.59
T8064	12/21/2023	AP SOUND INC	\$	10,018.79
295925	12/21/2023	RYPER WATER ANALYTICS, LL	\$	9,965.00
295753	12/15/2023	HUMPHREY, DAVID W	\$	9,812.50
295902	12/21/2023	JOHN W GASPARINI INC	\$	9,361.15
295670	12/15/2023	A 1 SEPTIC TANK SERVICE I	\$	9,082.00
295531	12/08/2023	CRH AUTO REPAIR INC	\$	8,879.70
296015	12/29/2023	BAY COUNTY SHERIFF	\$	8,858.28
295732	12/15/2023	FLORIDA POWER & LIGHT COM	\$	8,678.81
295856	12/21/2023	DELL FINANCIAL SERVICES L	\$	8,678.35
295719	12/15/2023	DEEP SOUTH CRANE RENTALS,	\$	8,656.20
295815	12/15/2023	ES OPCO USA LLC	\$	8,557.50
295830	12/21/2023	BAY CO COUNCIL ON AGING,	\$	8,291.66
295808	12/15/2023	RICK CROFT ENTERPRISES IN	\$	8,264.00
295887	12/21/2023	INGRAM LIBRARY SERVICES	\$	8,230.35
295882	12/21/2023	GREENSOUTH SOLUTIONS, LLC	\$	8,135.40
295779	12/15/2023	ODYSSEY MANUFACTURING CO.	\$	8,121.60
295503	12/08/2023	AUTONATION FORD PANAMA CI	\$	7,996.54
295910	12/21/2023	NGA 911, LLC	\$	7,884.72
295895	12/21/2023	JWC ENVIRONMENTAL INC	\$	7,804.29
295817	12/15/2023	WARREN HOLLOW METAL DOORS	\$	7,686.50
295836	12/21/2023	BOUND TREE MEDICAL, LLC	\$	7,577.60
T8058	12/15/2023	CINTAS CORPORATION #646	\$	7,546.64
295514	12/08/2023	CHCG,LLC	\$	7,500.00
296092	12/29/2023	GULF PERSONNEL SERVICES	\$	7,491.20
295976	12/29/2023	BRANDOW'S LAWN & LANDSCAP	\$	7,418.69
295608	12/08/2023	GULF PERSONNEL SERVICES	\$	7,418.33
296029	12/29/2023	GULF COAST ELECTRIC COOP.	\$	7,201.63
295931	12/21/2023	SHERWIN-WILLIAMS	\$	7,116.13
295683	12/15/2023	BOWSTERN, LLC	\$	7,100.01
295735	12/15/2023	FORTILINE, INC	\$	6,868.40
295558	12/08/2023	FOXIT SOFTWARE INCORPORAT	\$	6,813.72
295859	12/21/2023	DEX IMAGING LLC	\$	6,602.04
296062	12/29/2023	MINTO COMMUNITIES	\$	6,575.23
295943	12/21/2023	TRADEWINDS VENTURE GROUP	\$	6,451.26
295709	12/15/2023	CLEAN FLOORS ENTERPRISES	\$	6,404.25
295679	12/15/2023	BAY HEATING & COOLING	\$	6,313.00
295890	12/21/2023	JEFF PUCKETT CONSTRUCTION	\$	6,309.93
295940	12/21/2023	THE ST. JOE COMPANY	\$	6,212.70
295823	12/21/2023	AARON RICH MARKETING, LLC	\$	6,160.73
295527	12/08/2023	CLEAN FLOORS ENTERPRISES	\$	6,104.00
T8068	12/21/2023	SOUTHERN EARTH SCIENCES,	\$	6,000.00
295551	12/08/2023	FISHER SCIENTIFIC COMPANY	\$	5,904.76
295942	12/21/2023	TIMMINS CONSULTING, LLC	\$	5,500.00
296044	12/29/2023	KIMLEY-HORN AND ASSOCIATE	\$	5,475.81
T8054	12/08/2023	TRANE U.S. INC.	\$	5,474.24
295730	12/15/2023	FL NEURO PAIN AND SPINE C	\$	5,415.00
296022	12/29/2023	GAS SOUTH LLC	\$	5,306.86
295517	12/08/2023	CATALYST QLM, LLC	\$	5,265.00

295682	12/15/2023	BOUND TREE MEDICAL, LLC	\$	5,204.63
E231211	12/13/2023	FL DEPT OF REVENUE	\$	5,185.53
295619	12/08/2023	THE LAKE DOCTORS, INC.	\$	5,090.00
T8056	12/15/2023	BEARD EQUIPMENT CO.	\$	5,088.33
295525	12/08/2023	CITY OF SPRINGFIELD	\$	5,050.33
295888	12/21/2023	INSIGHT DIRECT USA, INC	\$	5,046.75
295620	12/08/2023	THE SOUTHERN GROUP OF FLO	\$	5,000.00
295860	12/21/2023	DGM CONSTRUCTION SERVICES	\$	5,000.00
295587	12/08/2023	MOTT MACDONALD CONSULTANT	\$	4,996.25
295785	12/15/2023	PANAMA CITY CRA	\$	4,944.88
T8062	12/15/2023	THOMPSON TRACTOR CO INC	\$	4,933.74
T8076	12/29/2023	TRACTOR & EQUIPMENT CO	\$	4,892.71
W002453	12/07/2023	ROCKET MORTGAGE LLC	\$	4,834.69
295573	12/08/2023	INGRAM LIBRARY SERVICES	\$	4,817.67
296010	12/29/2023	FLORIDA POWER & LIGHT COM	\$	4,759.19
295781	12/15/2023	PACE ANALYTICAL SERVICES,	\$	4,722.63
295877	12/21/2023	FORTILINE, INC	\$	4,689.00
295934	12/21/2023	STEWART & STEVENSON LLC	\$	4,667.49
296016	12/29/2023	BAY COUNTY SHERIFF	\$	4,635.00
295884	12/21/2023	N. HARRIS COMPUTER COPROR	\$	4,568.93
295913	12/21/2023	NOVA ENGINEERING & ENVIRO	\$	4,478.75
295846	12/21/2023	CITY OF MEXICO BEACH	\$	4,474.77
295678	12/15/2023	BASKERVILLE-DONOVAN INC.	\$	4,396.00
295883	12/21/2023	GULF COAST ELECTRIC COOP.	\$	4,331.04
295717	12/15/2023	DAVIS OIL CO., INC	\$	4,230.78
A007312	12/28/2023	PEBSO PAYROLL PROCESSING	\$	4,207.00
295672	12/15/2023	ACCUSOURCE, INC.	\$	4,204.41
A007300	12/15/2023	PEBSO PAYROLL PROCESSING	\$	4,157.00
295987	12/29/2023	CIVICPLUS, LLC	\$	4,151.43
296018	12/29/2023	BAY COUNTY SHERIFF	\$	4,116.00
296068	12/29/2023	OVERDRIVE, INC	\$	4,094.09
295509	12/08/2023	BOUND TREE MEDICAL, LLC	\$	4,043.61
295839	12/21/2023	BRYANT, MILLER AND OLIVE,	\$	4,017.05
296072	12/29/2023	PFM FINANCIAL ADVISORS LL	\$	4,000.00
295896	12/21/2023	KOEHNEMANN CONSTRUCTION	\$	3,823.02
295917	12/21/2023	PLAYCORE GROUP INC	\$	3,801.92
T8073	12/29/2023	CINTAS CORPORATION #646	\$	3,794.66
295800	12/15/2023	GULF PERSONNEL SERVICES	\$	3,784.20
295843	12/21/2023	CENTURY 21 COMMANDER REAL	\$	3,750.00
296004	12/29/2023	FACULTATIEVE TECHNOLOGIES	\$	3,673.82
295554	12/08/2023	FLORIDA POWER & LIGHT COM	\$	3,543.75
296007	12/29/2023	FINALCOVER LLC	\$	3,520.92
295749	12/15/2023	HANCOCK FARM & SEED CO.,	\$	3,515.00
295639	12/08/2023	UNITED RENTALS (NORTH AME	\$	3,492.00
295690	12/15/2023	C&A BUILDERS, INC	\$	3,478.00
295945	12/21/2023	DESTINY SERVICES, INC	\$	3,464.31
295833	12/21/2023	BAY COUNTY SCHOOL BOARD	\$	3,464.30
295642	12/08/2023	VERIZON	\$	3,359.34
295640	12/08/2023	UNITI FIBER HOLDINGS INC	\$	3,269.04
295599	12/08/2023	RAY DYKES ENTERPRISES INC	\$	3,250.00
295834	12/21/2023	BAYOU OAKS BUILDERS, LLC	\$	3,199.15
295727	12/15/2023	EXECUTIVE CLEANING, INC.	\$	3,178.13
T8051	12/08/2023	PROQUEST LP	\$	3,174.31
295723	12/15/2023	DISPOSAL SERVICES LLC	\$	3,055.00
295494	12/08/2023	ADVANCED FIRE PROTECTION	\$	3,040.00

295602	12/08/2023	GLENN SALYER PLUMBING, IN	\$	2,985.00
296098	12/29/2023	TELEFLEX LIFE SCIENCES LI	\$	2,978.00
295813	12/15/2023	VALLI INFORMATION SYSTEMS	\$	2,876.13
295616	12/08/2023	TECO PEOPLES GAS	\$	2,803.81
T8052	12/08/2023	SOUTHERN TIRE MART LLC	\$	2,802.84
295496	12/08/2023	ALAN D. HOLT, ASLA	\$	2,800.00
295861	12/21/2023	DMS-BUREAU OF FINANCIAL M	\$	2,789.49
A007310	12/21/2023	MEXICO BEACH COMM DEV COU	\$	2,774.98
296013	12/29/2023	BAY COUNTY SHERIFF	\$	2,750.00
295871	12/21/2023	FLORIDA POWER & LIGHT COM	\$	2,738.60
295716	12/15/2023	DANA TRANSPORT, INC	\$	2,721.80
295552	12/08/2023	FL DEPT OF FINANCIAL SERV	\$	2,618.71
296009	12/29/2023	FLORIDA POWER & LIGHT COM	\$	2,613.55
295649	12/08/2023	WIDEPENWEST NETWORKS, IN	\$	2,577.28
295696	12/15/2023	CHEMICAL ADDICTIONS RECOV	\$	2,575.00
295564	12/08/2023	GORRIE-REGAN & ASSOCIATES	\$	2,493.71
E514963	12/15/2023	FLSDU	\$	2,488.80
E654366	12/28/2023	FLSDU	\$	2,488.80
296011	12/29/2023	BAY COUNTY SHERIFF	\$	2,360.00
295609	12/08/2023	SOUTHEASTERN OUTDOOR MANA	\$	2,286.00
295748	12/15/2023	HAGERTY CONSULTING, INC	\$	2,267.50
295868	12/21/2023	FILTERED FUELS, LLC	\$	2,266.90
295829	12/21/2023	BTAC UNITED ACQUISITION H	\$	2,255.49
295743	12/15/2023	GREATAMERICA FINANCIAL SV	\$	2,251.06
295975	12/29/2023	BRADLEY ROFER TUNNELL	\$	2,230.18
295535	12/08/2023	DAIKIN APPLIED AMERICAS I	\$	2,211.21
295804	12/15/2023	SYSTEM SCALE CORP	\$	2,188.57
295543	12/08/2023	DEWBERRY ENGINEERS INC	\$	2,177.50
TR6049	12/11/2023	CLERK OF CIRCUIT COURT	\$	2,153.05
295557	12/08/2023	BAY COUNTY SHERIFF	\$	2,138.40
295648	12/08/2023	WHITTAKER ELECTRIC INC	\$	2,137.83
295734	12/15/2023	FLYNN AUTO PARTS LLC	\$	2,131.98
295897	12/21/2023	LAKE MERIAL, INC.	\$	2,128.17
295524	12/08/2023	CITY OF LYNN HAVEN	\$	2,122.85
295736	12/15/2023	FOXSTER OPCO, LLC	\$	2,112.86
296104	12/29/2023	WHITE CAP, L.P	\$	2,104.20
295825	12/21/2023	ADVANCED FIRE PROTECTION	\$	2,090.64
295641	12/08/2023	HD SUPPLY, INC.	\$	2,082.12
295685	12/15/2023	BROCK LAWN AND PEST CONTR	\$	2,081.00
295747	12/15/2023	HABITAT FOR HUMANITY OF B	\$	2,076.75
295651	12/08/2023	WIN-TECH INC	\$	2,075.00
295560	12/08/2023	GALLS, LLC	\$	2,061.43
295921	12/21/2023	QUADIENT FINANCE USA, INC	\$	2,000.00
295580	12/08/2023	L & R TRACTOR INC.	\$	1,995.00
295874	12/21/2023	FLYNN AUTO PARTS LLC	\$	1,986.63
295985	12/29/2023	CITY OF PANAMA CITY BEACH	\$	1,982.32
296079	12/29/2023	PUMP AND PROCESS EQUIPMEN	\$	1,970.84
295756	12/15/2023	INGRAM LIBRARY SERVICES	\$	1,969.50
295687	12/15/2023	BRYANT, MILLER AND OLIVE,	\$	1,962.16
295621	12/08/2023	WEST PUBLISHING CORPORATI	\$	1,933.00
295824	12/21/2023	ADAMS EQUIPMENT CO., INC.	\$	1,912.87
E233460	12/14/2023	FL DEPT OF REVENUE	\$	1,889.77
295675	12/15/2023	AUTONATION FORD PANAMA CI	\$	1,801.37
295958	12/29/2023	ABDO PUBLISHING COMPANY	\$	1,787.75
296057	12/29/2023	MECHANIK NUCCIO HEARNE &	\$	1,780.00

295986	12/29/2023	CITY OF PANAMA CITY UTILI	\$	1,769.70
295740	12/15/2023	GORRIE-REGAN & ASSOCIATES	\$	1,767.92
A007295	12/04/2023	POSTMASTER - U.S. POSTAL	\$	1,670.00
295886	12/21/2023	HOMBLDR LLC	\$	1,651.91
295881	12/21/2023	GREATAMERICA FINANCIAL SV	\$	1,642.24
295862	12/21/2023	DRUG FREE WORKPLACE, USA,	\$	1,591.00
295582	12/08/2023	LEAF CAPITAL FUNDING, LLC	\$	1,588.00
T8067	12/21/2023	PROQUEST LP	\$	1,584.00
T8069	12/21/2023	SOUTHERN TIRE MART LLC	\$	1,551.50
295760	12/15/2023	CARRIAGE FUNERAL HOLDINGS	\$	1,500.00
295712	12/15/2023	CONSOLIDATED WATER GROUP,	\$	1,493.74
295878	12/21/2023	GALLS, LLC	\$	1,443.49
295803	12/15/2023	SUNSHINE STATE ONE CALL O	\$	1,423.94
295766	12/15/2023	LEAF CAPITAL FUNDING, LLC	\$	1,419.42
295792	12/15/2023	PNG TELECOMMUNICATIONS, I	\$	1,415.17
295593	12/08/2023	OPERATION SPAY BAY, INC.	\$	1,410.00
296034	12/29/2023	IDEXX DISTRIBUTION INC.	\$	1,408.50
295911	12/21/2023	NIMASHK PROPERTIES, LLC	\$	1,400.00
295842	12/21/2023	CENGAGE LEARNING, INC	\$	1,399.57
295990	12/29/2023	CONSOLIDATED COMMUNICATIO	\$	1,392.45
T8047	12/08/2023	AIRGAS USA, INC.	\$	1,386.42
295592	12/08/2023	ONIX NETWORKING CORP.	\$	1,384.60
296014	12/29/2023	BAY COUNTY SHERIFF	\$	1,320.00
295780	12/15/2023	OPERATION SPAY BAY, INC.	\$	1,315.00
295909	12/21/2023	MTN RESOURCES, LLC	\$	1,271.00
295728	12/15/2023	FEDERAL EXPRESS CORPORATI	\$	1,265.86
295828	12/21/2023	AT&T MOBILITY	\$	1,259.31
296082	12/29/2023	RELIABLE COPY PRODUCTS, I	\$	1,247.32
295914	12/21/2023	OPERATION SPAY BAY, INC.	\$	1,235.50
295713	12/15/2023	COOK, ADRIAN D.	\$	1,200.00
295992	12/29/2023	COOK, ADRIAN D.	\$	1,200.00
295769	12/15/2023	GANNETT MEDIA CORP	\$	1,167.41
A007301	12/15/2023	VALIC	\$	1,165.00
A007313	12/28/2023	VALIC	\$	1,165.00
295866	12/21/2023	ESO SOLUTIONS, INC.	\$	1,154.17
295948	12/21/2023	WASTE PRO OF FLORIDA INC.	\$	1,143.72
295674	12/15/2023	AT&T MOBILITY	\$	1,125.37
295738	12/15/2023	GALLS, LLC	\$	1,120.68
295624	12/08/2023	T-MOBILE USA, INC.	\$	1,110.19
295575	12/08/2023	INTERIOR EXTERIOR ENTERPR	\$	1,092.24
295701	12/15/2023	CITY OF PANAMA CITY BEACH	\$	1,079.03
295946	12/21/2023	VERIZON	\$	1,073.45
296036	12/29/2023	INGRAM LIBRARY SERVICES	\$	1,070.67
295574	12/08/2023	INSIGHT DIRECT USA, INC	\$	1,068.40
T8065	12/21/2023	BEARD EQUIPMENT CO.	\$	1,060.70
296049	12/29/2023	LOOMIS, FARGO & CO.	\$	1,059.24
T8049	12/08/2023	CINTAS CORPORATION #646	\$	1,048.22
295933	12/21/2023	SOUTHERN CLEANING SUPPLY	\$	979.55
295840	12/21/2023	CALLAWAY CLINIC LLC	\$	972.83
296030	12/29/2023	HAGERTY CONSULTING, INC	\$	949.17
295667	12/15/2023	U.S. DEPARTMENT OF TREASU	\$	947.86
295956	12/29/2023	U.S. DEPARTMENT OF TREASU	\$	947.86
296039	12/29/2023	JERRY PYBUS ELECTRIC, INC	\$	925.00
295584	12/08/2023	MCCALL SOD FARM INC	\$	924.00
295929	12/21/2023	BAY COUNTY HEALTH SYSTEM	\$	915.54

295546	12/08/2023	DISPOSAL SERVICES LLC	\$	900.00
295767	12/15/2023	LEWIS, WILLIAM A.-ATTORNE	\$	900.00
295796	12/15/2023	QUALITY LABOR MANAGEMENT	\$	900.00
295869	12/21/2023	FL DEPT OF AGRICULTURE &	\$	900.00
295922	12/21/2023	QUALITY LABOR MANAGEMENT	\$	900.00
296080	12/29/2023	QUALITY LABOR MANAGEMENT	\$	900.00
T8053	12/08/2023	THOMPSON TRACTOR CO INC	\$	899.15
295643	12/08/2023	VERTICAL COMMUNICATIONS &	\$	889.46
W002469	12/28/2023	SETCO SERVICES LLC	\$	885.75
296103	12/29/2023	USIS, INC.	\$	875.52
295570	12/08/2023	GULF COAST STATE COLLEGE	\$	875.00
296096	12/29/2023	TAYLOR, LESIL	\$	851.21
295548	12/08/2023	FEDERAL EXPRESS CORPORATI	\$	847.45
295742	12/15/2023	GREAT SOUTHERN EQUIPMENT	\$	842.43
295664	12/15/2023	DUNCAN, LEIGH A	\$	840.00
295953	12/29/2023	DUNCAN, LEIGH A	\$	840.00
296102	12/29/2023	HD SUPPLY, INC.	\$	816.33
295645	12/08/2023	WASTE PRO OF FLORIDA INC.	\$	810.49
295853	12/21/2023	DANA TRANSPORT, INC	\$	807.86
295864	12/21/2023	DUKE ENERGY	\$	797.41
295821	12/15/2023	XEROX CORPORATION	\$	775.63
295801	12/15/2023	SOL PRO LLC	\$	775.00
295928	12/21/2023	BAY COUNTY HEALTH SYSTEM	\$	770.75
295534	12/08/2023	DACOSTA, GABRIELLA	\$	750.00
295772	12/15/2023	MACHRISTE, INC	\$	750.00
295915	12/21/2023	PANHANDLE CREDIT UNION	\$	750.00
295724	12/15/2023	DUKE ENERGY	\$	745.40
295618	12/08/2023	THE HON COMPANY, LLC	\$	740.63
295692	12/15/2023	CAROLINA SOFTWARE	\$	729.76
295493	12/08/2023	A. PHELPS PETROLEUM OF NW	\$	727.80
295596	12/08/2023	PREMIER BIOTECH, LLC	\$	723.11
296101	12/29/2023	TWC SERVICES, INC.	\$	690.00
295563	12/08/2023	OWENS, KAREN	\$	689.00
295852	12/21/2023	TELECOMMUNICATIONS FIRM L	\$	688.85
295681	12/15/2023	ATTORNEY DERRICK BENNETT	\$	680.00
295949	12/21/2023	WIDOPENWEST NETWORKS, IN	\$	679.82
295598	12/08/2023	QUALITY LABOR MANAGEMENT	\$	675.00
295920	12/21/2023	PROMAX CONSTRUCTION FL IN	\$	658.64
295765	12/15/2023	LATHROP, SEAN	\$	652.35
295583	12/08/2023	MEER, KENNETH L.	\$	650.00
295903	12/21/2023	MATTHEW BENDER & COMPANY	\$	647.69
295827	12/21/2023	FOSTER LABS LLC	\$	646.00
T8066	12/21/2023	CINTAS CORPORATION #646	\$	644.96
295661	12/15/2023	AFLAC	\$	644.35
295950	12/29/2023	AFLAC	\$	644.35
295622	12/08/2023	THRIFT, GARY	\$	641.11
295699	12/15/2023	CITY OF LYNN HAVEN	\$	638.57
295652	12/08/2023	XEROX CORPORATION	\$	635.62
295759	12/15/2023	JACOBS ENGINEERING GROUP,	\$	629.20
295773	12/15/2023	MCCALL SOD FARM INC	\$	628.00
T8071	12/21/2023	TRANE U.S. INC.	\$	618.00
296019	12/29/2023	GALLS, LLC	\$	617.32
295764	12/15/2023	LAMA, ANTHONY	\$	606.35
295533	12/08/2023	CYBER SYTES, INC.	\$	600.00
295960	12/29/2023	ALEXANDER II, HOWARD E.	\$	600.00

296008	12/29/2023	FIRST AMERICAN TITLE INSU	\$	600.00
296003	12/29/2023	DR HORTON	\$	590.43
295970	12/29/2023	BTAC UNITED ACQUISITION H	\$	585.39
296073	12/29/2023	PHOENIX EQUIPMENT REPAIRS	\$	585.00
295691	12/15/2023	C.W. ROBERTS CONTRACTING,	\$	573.27
295529	12/08/2023	CONSOLIDATED WATER GROUP,	\$	570.94
295510	12/08/2023	BRIGHT HEALTH	\$	562.69
296058	12/29/2023	MEDIACOM	\$	562.54
295512	12/08/2023	BROSIUS JR, STANLEY	\$	560.00
295926	12/21/2023	BAY COUNTY HEALTH SYSTEM	\$	549.16
T8074	12/29/2023	SOUTHERN TIRE MART LLC	\$	547.24
296006	12/29/2023	FEDERAL EXPRESS CORPORATI	\$	545.96
295907	12/21/2023	MIDWEST TAPE	\$	544.23
295663	12/15/2023	CINCINNATI LIFE INSURANCE	\$	534.01
295952	12/29/2023	CINCINNATI LIFE INSURANCE	\$	534.01
295774	12/15/2023	MEDIACOM	\$	531.65
295532	12/08/2023	CROWN HEALTH CARE LAUNDRY	\$	531.08
295805	12/15/2023	TARPON DOCK METAL CRAFT I	\$	530.00
295810	12/15/2023	TRILOGY MEDWASTE SOUTHEAS	\$	528.25
295993	12/29/2023	CRIBB PHILBECK WEAVER GRO	\$	519.00
295686	12/15/2023	BROWN, KIMMY	\$	513.90
296076	12/29/2023	PRC CONSTRUCTION LLC	\$	511.94
295631	12/08/2023	UNITED HEALTHCARE	\$	509.75
295710	12/15/2023	COLLECTION BUREAU OF FT.	\$	505.50
295885	12/21/2023	BAY HOSPITAL INC	\$	502.55
296093	12/29/2023	SOUTHERN CLEANING SUPPLY	\$	500.15
295763	12/15/2023	CLERK OF CIRCUIT COURT	\$	500.00
295777	12/15/2023	GEORGE ANTHONY HILL II, L	\$	500.00
295666	12/15/2023	LIBERTY NATIONAL LIFE	\$	496.65
295955	12/29/2023	LIBERTY NATIONAL LIFE	\$	496.65
295630	12/08/2023	TWC SERVICES, INC.	\$	490.00
296032	12/29/2023	HDR ENGINEERING, INC.	\$	484.29
295959	12/29/2023	ALERE TOXICOLOGY SERVICES	\$	482.85
295863	12/21/2023	DUANE PHILLIPS CONSTRUCTI	\$	482.09
295754	12/15/2023	HYDRA SERVICE INC	\$	478.71
296031	12/29/2023	HBM INC.	\$	474.87
295589	12/08/2023	NAVARRO, JESUS	\$	470.00
295530	12/08/2023	CREATIVE PRINTING OF BAY	\$	464.00
295962	12/29/2023	ALLSTATE CONSTRUCTION	\$	458.00
295770	12/15/2023	LOOMIS, FARGO & CO.	\$	457.26
295941	12/21/2023	TIFFANY A. BROWN-CERTO, E	\$	450.00
295603	12/08/2023	SAFELITE FULFILLMENT INC	\$	442.07
295634	12/08/2023	UNITED HEALTHCARE	\$	437.45
295812	12/15/2023	UNITI FIBER HOLDINGS INC	\$	431.33
295567	12/08/2023	GREATAMERICA FINANCIAL SV	\$	426.81
295623	12/08/2023	TK ELEVATOR CORPORATION	\$	423.06
295847	12/21/2023	CITY OF PANAMA CITY BEACH	\$	422.57
295811	12/15/2023	U.S. BANK	\$	420.00
295918	12/21/2023	PLUMBMASTER INC.	\$	418.88
295671	12/15/2023	A. PHELPS PETROLEUM OF NW	\$	416.83
295637	12/08/2023	UNITED HEALTHCARE	\$	416.56
295980	12/29/2023	C.W. ROBERTS CONTRACTING,	\$	413.22
295665	12/15/2023	J.L. PEREZ	\$	406.60
295954	12/29/2023	J.L. PEREZ	\$	406.60
295520	12/08/2023	CHIVERS, BRYAN	\$	405.00

295632	12/08/2023	UNITED HEALTHCARE	\$	398.47
295790	12/15/2023	PANHANDLE ENGINEERING, IN	\$	397.50
295505	12/08/2023	BTAC UNITED ACQUISITION H	\$	387.26
295538	12/08/2023	DATA AXLE, INC	\$	375.00
296075	12/29/2023	POWER HOUSE BATTERIES, IN	\$	370.35
295604	12/08/2023	SAFETY PRODUCTS, INC.	\$	370.00
295539	12/08/2023	DAVIS OIL CO., INC	\$	363.22
T8072	12/29/2023	AIRGAS USA, INC.	\$	363.20
295565	12/08/2023	GOVERNMENT FINANCE OFFICE	\$	360.00
295795	12/15/2023	PRIEST, DAREN	\$	360.00
T8060	12/15/2023	SOUTHERN TIRE MART LLC	\$	357.00
295636	12/08/2023	UNITED HEALTHCARE	\$	350.08
295568	12/08/2023	GULF COAST AIR CONDITIONI	\$	350.00
295799	12/15/2023	GLENN SALYER PLUMBING, IN	\$	350.00
296025	12/29/2023	GREATAMERICA FINANCIAL SV	\$	329.09
295798	12/15/2023	RELIABLE HYDRAULIC SOLUTI	\$	322.00
295647	12/08/2023	WHITE'S WRECKER SERVICE,	\$	300.00
295899	12/21/2023	MEER, KENNETH L.	\$	300.00
295629	12/08/2023	TRILOGY MEDWASTE SOUTHEAS	\$	294.22
296002	12/29/2023	DMS-BUREAU OF FINANCIAL M	\$	293.04
T8055	12/15/2023	AIRGAS USA, INC.	\$	284.54
295762	12/15/2023	CLERK OF CIRCUIT COURT	\$	283.44
295633	12/08/2023	UNITED HEALTHCARE	\$	282.72
295979	12/29/2023	BROSIUS JR, STANLEY	\$	280.00
295851	12/21/2023	CROWN HEALTH CARE LAUNDRY	\$	275.26
295994	12/29/2023	CROWN HEALTH CARE LAUNDRY	\$	263.92
295802	12/15/2023	SUNBELT RENTALS, INC.	\$	259.97
295605	12/08/2023	SCHOLASTIC LIBRARY PUBLIS	\$	249.60
295741	12/15/2023	GRASSY POINT HARDWARE, IN	\$	242.54
295715	12/15/2023	COUNTRY GIRLS CLEANING	\$	240.00
295502	12/08/2023	AT&T MOBILITY	\$	231.48
296035	12/29/2023	INDEPENDENT CLINICAL LAB.	\$	224.00
295768	12/15/2023	LEXISNEXIS RISK DATA MANG	\$	221.28
295927	12/21/2023	BAY COUNTY HEALTH SYSTEM	\$	218.92
295957	12/29/2023	A. PHELPS PETROLEUM OF NW	\$	214.80
295988	12/29/2023	COLTIN ELECTRIC INC.	\$	204.18
296040	12/29/2023	JOHN T SIMS	\$	195.95
295501	12/08/2023	AT&T	\$	190.00
295669	12/15/2023	7G ENVIRONMENTAL COMPLIAN	\$	190.00
295600	12/08/2023	RELIABLE COPY PRODUCTS, I	\$	189.00
295973	12/29/2023	BLAKE ELTON HINSON	\$	188.37
295541	12/08/2023	DEMCO, INC.	\$	181.21
295816	12/15/2023	WARNER LAW FIRM, P.A.	\$	180.00
295778	12/15/2023	ODP BUSINESS SOLUTIONS LL	\$	178.62
295898	12/21/2023	LITHWAY, NATASHA	\$	176.50
295662	12/15/2023	CHAPTER 13 TRUSTEE	\$	175.00
295951	12/29/2023	CHAPTER 13 TRUSTEE	\$	175.00
295590	12/08/2023	ODP BUSINESS SOLUTIONS LL	\$	170.16
296085	12/29/2023	RONALD EUGENE MANBEVERS	\$	170.00
295581	12/08/2023	LEAF CAPITAL FUNDING, LLC	\$	161.54
295499	12/08/2023	ARROW PEST SERVICE INC	\$	160.00
295585	12/08/2023	MECHANIK NUCCIO HEARNE &	\$	160.00
295880	12/21/2023	OWENS, KAREN	\$	160.00
295615	12/08/2023	TALQUIN ELECTRIC COOPERAT	\$	158.38
296083	12/29/2023	ROBERT BRETT COPPER	\$	157.51

295695	12/15/2023	CHAVERS, BRYAN	\$	157.50
295758	12/15/2023	JACKSON, L. SCOTT	\$	156.50
295819	12/15/2023	WEBER, CHANTILLE	\$	156.50
295906	12/21/2023	MCCALL SOD FARM INC	\$	156.00
295729	12/15/2023	FIRST AMERICAN TITLE INSU	\$	150.00
295731	12/15/2023	FL. COASTAL CLOSING & ESC	\$	150.00
295822	12/15/2023	XTRACTION CARPET CLEANING	\$	150.00
T8050	12/08/2023	NORTH AMERICA FIRE EQUIPM	\$	146.34
295504	12/08/2023	AVENUE INSIGHTS & ANALYTI	\$	143.64
295968	12/29/2023	AVENUE INSIGHTS & ANALYTI	\$	143.64
295625	12/08/2023	TOSHIBA AMERICA BUS. SOLU	\$	141.60
295966	12/29/2023	ANDREW WALSTEIN DUTTON	\$	139.66
296078	12/29/2023	PRICE, JACE	\$	133.79
296021	12/29/2023	GARY LEON SMITH	\$	133.03
296041	12/29/2023	JULIO CESAR APARICIO GONZ	\$	132.53
296042	12/29/2023	KATLYN SMITH	\$	132.00
295857	12/21/2023	DEMCO, INC.	\$	131.32
295905	12/21/2023	MORI, BEAN AND BROOKS, IN	\$	128.93
295865	12/21/2023	EMERGENCY MEDICINE SERVIC	\$	124.28
295891	12/21/2023	JUNCO EMERGENCY PHYSICIAN	\$	124.28
295892	12/21/2023	JUNCO EMERGENCY PHYSICIAN	\$	124.28
295893	12/21/2023	JUNCO EMERGENCY PHYSICIAN	\$	124.28
295894	12/21/2023	JUNCO EMERGENCY PHYSICIAN	\$	124.28
295544	12/08/2023	DEX IMAGING LLC	\$	124.08
295838	12/21/2023	BRODART CO.	\$	123.45
296038	12/29/2023	JEFFREY JOHN CURTIS SIMS	\$	122.56
295522	12/08/2023	CITY OF BRISTOL, FLORIDA	\$	121.11
296045	12/29/2023	LEONARD BUNDRA JR	\$	120.77
295597	12/08/2023	PRIEST, DAREN	\$	120.00
296056	12/29/2023	MCKINLEY TANNA BETHEL	\$	119.51
296097	12/29/2023	TECO PEOPLES GAS	\$	118.01
T8061	12/15/2023	STEEL CITY, INC.	\$	116.75
295820	12/15/2023	WIDOPENWEST NETWORKS, IN	\$	113.75
295506	12/08/2023	BAY COUNTY AWARDS & ENGRA	\$	112.00
296051	12/29/2023	LUCAS EVANGELISTA RINCON	\$	111.85
T8059	12/15/2023	NORTH AMERICA FIRE EQUIPM	\$	111.80
295680	12/15/2023	BAY PEST CONTROL, INC.	\$	110.00
296070	12/29/2023	PATRICIA GAIL WICKMAN	\$	105.76
295626	12/08/2023	TRICARE FOR LIFE	\$	105.57
295635	12/08/2023	UNITED HEALTHCARE	\$	103.30
296064	12/29/2023	NAUTILUS REALTY TEAM	\$	101.66
295507	12/08/2023	BLUE CROSS & BLUE SHIELD	\$	101.39
295711	12/15/2023	COMCAST CABLEVISION	\$	100.55
295628	12/08/2023	TRICARE FOR LIFE	\$	100.17
295797	12/15/2023	RELIABLE COPY PRODUCTS, I	\$	100.00
296052	12/29/2023	LUKASZ MARCIN SCOTT	\$	99.36
295511	12/08/2023	BROCK LAWN AND PEST CONTR	\$	99.00
296005	12/29/2023	FEDERAL EXPRESS	\$	98.57
295794	12/15/2023	POWER HOUSE BATTERIES, IN	\$	98.45
295967	12/29/2023	APRIL LYNN DAY	\$	97.57
295705	12/15/2023	CITY OF PARKER	\$	96.43
296071	12/29/2023	PAULA HERVIEUX	\$	96.31
295566	12/08/2023	GRASSY POINT HARDWARE, IN	\$	95.36
295726	12/15/2023	ECOLAB INC.	\$	93.43
296033	12/29/2023	HRE PROPERTY MANAGMENT LL	\$	89.70

295930	12/21/2023	SHERIDAN RADIOLOGY SERVIC	\$	87.97
295508	12/08/2023	BLUE CROSS & BLUE SHIELD	\$	87.91
295627	12/08/2023	TRICARE FOR LIFE	\$	85.12
296089	12/29/2023	SERGEY IVANOVICH KHALUS	\$	85.08
296054	12/29/2023	MARY PATRICIA JAKUPI-BOUT	\$	84.78
295837	12/21/2023	BROCK LAWN AND PEST CONTR	\$	84.00
295556	12/08/2023	FLYNN AUTO PARTS LLC	\$	83.87
295964	12/29/2023	AMERICAN RETIREMENT	\$	83.34
296066	12/29/2023	NI GOVERNMENT SERVICES IN	\$	83.24
296081	12/29/2023	REINA NUNEZ	\$	82.39
295601	12/08/2023	RICHARDSON, TRACIE	\$	81.97
295919	12/21/2023	POWER HOUSE BATTERIES, IN	\$	81.45
296043	12/29/2023	KIMBERLY ELLIS-KOCEJA	\$	80.25
295818	12/15/2023	WASTE PRO OF FLORIDA INC.	\$	80.00
296037	12/29/2023	JAMES STEVEN NICHOLS	\$	79.42
A121123	12/11/2023	FIRST DATA GLOBAL LEASING	\$	78.00
295523	12/08/2023	CITY OF CALLAWAY	\$	74.74
295569	12/08/2023	GULF COAST ELECTRIC COOP.	\$	74.09
295937	12/21/2023	TECO PEOPLES GAS	\$	72.93
296099	12/29/2023	TERMINIX INTERNATIONAL CO	\$	71.00
295984	12/29/2023	CENTER POINT LARGE PRINT	\$	70.71
295722	12/15/2023	DEX IMAGING LLC	\$	70.62
295981	12/29/2023	CAMERON NICHOLS KOSCINSKI	\$	68.28
296001	12/29/2023	DEX IMAGING LLC	\$	67.06
295707	12/15/2023	CITY OF SPRINGFIELD	\$	66.87
295849	12/21/2023	CONSOLIDATED WATER GROUP,	\$	65.60
295617	12/08/2023	TEKPRO INC.	\$	65.00
296059	12/29/2023	MIDWEST TAPE	\$	62.19
A121523A	12/15/2023	FIRST DATA GLOBAL LEASING	\$	59.86
296090	12/29/2023	SHAWN C TOMASELLO	\$	59.36
295969	12/29/2023	AWARD CONCEPTS, INC.	\$	58.72
295806	12/15/2023	TECO PEOPLES GAS	\$	51.12
296095	12/29/2023	ST ANDREW SHORES REALTY	\$	50.93
296084	12/29/2023	ROBERT M SUGGS	\$	50.28
A12112C	12/11/2023	FIRST DATA GLOBAL LEASING	\$	49.95
295989	12/29/2023	CONSOLIDATED WATER GROUP,	\$	49.20
T8063	12/21/2023	AIRGAS USA, INC.	\$	48.58
296088	12/29/2023	SEAN EDWARD LARKIN	\$	46.30
295646	12/08/2023	WEHERLEY, CATHERINE S.	\$	42.05
296050	12/29/2023	LORETTA SUE NOLES	\$	39.49
A121523B	12/15/2023	FIRST DATA GLOBAL LEASING	\$	39.00
A121523C	12/15/2023	FIRST DATA GLOBAL LEASING	\$	39.00
295995	12/29/2023	DANIEL C WITHROW	\$	37.94
295835	12/21/2023	BLACKSTONE AUDIO, INC	\$	37.79
295972	12/29/2023	BLACKSTONE AUDIO, INC	\$	37.79
296069	12/29/2023	PACE ANALYTICAL SERVICES,	\$	37.13
295578	12/08/2023	KEHR, CHARLES	\$	35.00
295579	12/08/2023	KOBER, MARTHA	\$	35.00
295612	12/08/2023	SOUTHWIND PEST & TERMITE	\$	35.00
295935	12/21/2023	SWEARINGTON, SARAH	\$	35.00
295978	12/29/2023	BREWER, JAMES	\$	35.00
295562	12/08/2023	GILMORE MOVING & STORAGE,	\$	34.50
296094	12/29/2023	SPARK HOLDCO, LLC	\$	34.38
296100	12/29/2023	TRUDY ANN MAY CHESTER	\$	33.81
295638	12/08/2023	UNITED HEALTHCARE INSURAN	\$	33.65

295999	12/29/2023	DAVID MORGAN CONSTRUCTION	\$	33.56
295963	12/29/2023	AMANDA FAYE KIN	\$	33.42
296086	12/29/2023	RORY MARSHALL FAGAN	\$	32.77
296087	12/29/2023	ROSIMEIRE AMARANTE	\$	31.24
296065	12/29/2023	NGUYEN, DUNG VAN	\$	31.02
296077	12/29/2023	PRENTICE LEE CLINGER	\$	30.85
A12112B	12/11/2023	FIRST DATA GLOBAL LEASING	\$	29.96
A121523	12/15/2023	FIRST DATA GLOBAL LEASING	\$	29.93
296067	12/29/2023	ODP BUSINESS SOLUTIONS LL	\$	29.82
295519	12/08/2023	CENGAGE LEARNING, INC	\$	29.59
295904	12/21/2023	MORI, BEAN AND BROOKS, IN	\$	29.45
295689	12/15/2023	BURRIS, SARAH	\$	28.46
296091	12/29/2023	SHELBY EDWARD HARRISON	\$	27.85
296023	12/29/2023	GC RENTAL GROUP LLC	\$	26.75
295694	12/15/2023	FINLAYSON ENTERPRISES, IN	\$	24.50
T8075	12/29/2023	THOMPSON TRACTOR CO INC	\$	23.34
295561	12/08/2023	GIANNOTTI, DIANA	\$	20.00
295791	12/15/2023	PANHANDLE KEY & SAFE, INC	\$	16.50
A12112A	12/11/2023	FIRST DATA GLOBAL LEASING	\$	14.95
296048	12/29/2023	LISA MARIE HUTZELL	\$	14.74
296047	12/29/2023	LINNIE GRACE SUGGS	\$	13.23
295998	12/29/2023	DAVID DEHNER	\$	13.17
295997	12/29/2023	DANIEL ROSS PARSONS	\$	11.35
295879	12/21/2023	GAS SOUTH LLC	\$	10.90
295996	12/29/2023	DANIEL MATHEW PREBLE	\$	9.19
295607	12/08/2023	SIMPLY HEALTHCARE (CAID H	\$	7.27
295867	12/21/2023	FDOT	\$	4.50
A121923	12/19/2023	FIRST DATA GLOBAL LEASING	\$	2.14
293077	09/01/2023	LOYAL AMERICAN LIFE INSUR	\$	(83.34) void
294816	11/09/2023	COLTIN ELECTRIC INC.	\$	(204.18) void
295116	11/17/2023	POSTMASTER - U.S. POSTAL	\$	(1,670.00) void

TOTAL BOARD OF COMMISSIONERS	\$	46,815,885.47
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**PANAMA CITY BEACH CONVENTION
AND VISITORS BUREAU**

PANAMA CITY BEACH CONVENTION AND VISITORS CENTER
CHECK REGISTER - SORTED BY DOLLAR AMOUNT
DECEMBER 1, 2023 THROUGH DECEMBER 31, 2023

CHECK NUMBER	ISSUE DATE	VENDOR	AMOUNT
28660	12/20/2023	Luckie & Company, LLC	\$ 139,809.36
28618	12/12/2023	Foundation for Parks and Recreation	\$ 100,000.00
28629	12/12/2023	Luckie & Company, LLC	\$ 90,008.08
28659	12/20/2023	Lose Design	\$ 86,488.00
28630	12/12/2023	Meta Platforms, Inc	\$ 66,074.83
28612	12/12/2023	CyBear Interactive	\$ 61,766.05
ACH	12/12/2023	AMEX	\$ 58,493.44
P122823-18128956	12/28/2023	Paychex DirDep-RCX	\$ 48,322.59
28607	12/12/2023	Careco Multimedia Entertainment, LLC	\$ 48,178.00
P121423-18128956	12/14/2023	Paychex DirDep-RCX	\$ 44,269.28
28633	12/12/2023	Pandora Media, Inc.	\$ 40,388.94
28604	12/12/2023	Beach Movement Event Management	\$ 38,449.78
28658	12/20/2023	Lawnscares, Inc	\$ 38,030.99
	12/18/2023	Florida Blue	\$ 25,355.32
28588	12/08/2023	Bay Economic Development	\$ 25,000.00
28609	12/12/2023	Control Panels, Inc	\$ 23,793.23
28626	12/12/2023	Lamar Companies	\$ 16,355.00
P122823-18128956	12/28/2023	Paychex Taxpay	\$ 16,147.16
28608	12/12/2023	Carvertise	\$ 16,055.00
28665	12/20/2023	Property Innovations, Inc	\$ 15,377.29
P121423-18128956	12/14/2023	Paychex Taxpay	\$ 14,325.89
28653	12/20/2023	Bay County TPO	\$ 14,322.56
28640	12/12/2023	Simpleview	\$ 14,166.67
28641	12/12/2023	Skypro Studios	\$ 11,775.00
28627	12/12/2023	Lisa Armbruster	\$ 11,025.00
28662	12/20/2023	PCB Map Company, Inc.	\$ 9,790.00
28595	12/08/2023	Panache Tent & Event, Inc.	\$ 9,684.02
28613	12/12/2023	Deep South Crane Rentals, Inc	\$ 9,584.90
	12/13/2023	Stamps.com	\$ 8,687.01
WIRE	12/20/2023	Gosh PR	\$ 8,450.00
28590	12/08/2023	Disposal Services LLC	\$ 8,412.00
28600	12/08/2023	Young Strategies	\$ 8,333.00
28638	12/12/2023	Pyro Shows, Inc.	\$ 8,250.00
	12/29/2023	John Hancock	\$ 8,108.66
28644	12/12/2023	Visit Florida	\$ 8,000.00
28635	12/12/2023	Pinterest, Inc.	\$ 7,944.08
	12/01/2023	John Hancock	\$ 7,932.07
draft	12/14/2023	John Hancock	\$ 7,904.31
28602	12/12/2023	AJR Publishing Inc	\$ 7,700.00
28643	12/12/2023	TripAdvisor, LLC	\$ 7,279.44
28666	12/20/2023	Santa David Children's Fund	\$ 6,500.00
28669	12/20/2023	Wasserman Music, LLC	\$ 6,000.00
28628	12/12/2023	Lou Hammond Group	\$ 5,519.61
28619	12/12/2023	Friends of Camp Helen	\$ 5,000.00
28614	12/12/2023	DSI Security Services	\$ 4,966.94
28654	12/20/2023	Bay Point Golf Club	\$ 4,815.00

28668	12/20/2023	US Specialty Coatings	\$	4,781.00
28667	12/20/2023	Todd Herendeen Theater	\$	4,680.00
28661	12/20/2023	Madden Media	\$	4,583.34
28664	12/20/2023	PG Environmental FL, LLC	\$	4,488.65
28621	12/12/2023	Hand Arendall Harrison Sale, LLC	\$	4,201.96
WIRE	12/20/2023	Lieb Management	\$	4,088.77
28670	12/20/2023	Will Thompson	\$	4,000.00
28648	12/12/2023	Women's Civic Club of PCB	\$	4,000.00
28655	12/20/2023	City of Panama City Beach	\$	3,762.50
28593	12/08/2023	Logo Print & Promo	\$	3,222.37
28637	12/12/2023	Press Print Graphics	\$	3,207.60
28596	12/08/2023	Panama City Golf Carts	\$	3,177.90
28625	12/12/2023	Kenilworth Media Inc	\$	2,875.00
28623	12/12/2023	iHeart Media	\$	2,609.50
28642	12/12/2023	Sports Events & Touism	\$	2,500.00
28636	12/12/2023	Premier Travel Media	\$	2,495.00
28594	12/08/2023	Mike Fender	\$	2,400.00
28587	12/08/2023	Arnold HS Boys Soccer	\$	2,400.00
28646	12/12/2023	WMBB-TV	\$	2,193.00
28624	12/12/2023	iHeart Media Dallas	\$	2,006.00
28610	12/12/2023	CRI	\$	2,000.00
28589	12/08/2023	Boy Scouts of America	\$	2,000.00
28645	12/12/2023	WJHG-TV	\$	1,819.00
	12/13/2023	TAXES PAYCHEX TPS 121323	\$	1,530.03
28657	12/20/2023	Jeanne Lafond	\$	1,500.00
28599	12/08/2023	Women's Civic Club of PCB	\$	1,440.00
28606	12/12/2023	Captain Anderson's	\$	1,103.42
draft	12/15/2023	John Hancock	\$	1,020.50
28597	12/08/2023	TAFB 325th LRS Booster Club	\$	1,000.00
28592	12/08/2023	Jude Taylor Jr.	\$	1,000.00
28632	12/12/2023	Panama City Inshore	\$	955.00
	12/18/2023	Florida Blue	\$	871.54
28647	12/12/2023	WNCV-R	\$	841.50
28663	12/20/2023	Charlene Honnen-Petty Cash	\$	800.00
28603	12/12/2023	Alabama Council of Asso Executives	\$	750.00
28615	12/12/2023	E-proDirect LLC	\$	743.40
28652	12/20/2023	Arnold HS Boys Soccer	\$	700.00
28649	12/12/2023	WOOF	\$	688.50
28605	12/12/2023	Beach Radio, Inc	\$	671.87
	12/05/2023	FPL	\$	660.10
28601	12/08/2023	John A Miller II	\$	660.00
28651	12/20/2023	AR Entertainment Group LLC	\$	610.20
28634	12/12/2023	PCB Senior Service Foundation	\$	600.00
28147867	12/15/2023	Paychex	\$	400.00
28591	12/08/2023	DSI Security Services	\$	376.64
28650	12/12/2023	WTVY-FM	\$	328.10
	12/12/2023	Bancorpsv	\$	300.00
28656	12/20/2023	Community Coffee	\$	296.10
28616	12/12/2023	Farmer's Marketing	\$	284.25
P122823-18128956	12/28/2023	Paychex Invoice	\$	274.60
P121423-18128956	12/14/2023	Paychex Invoice	\$	274.60

	12/14/2023	Stamps.com	\$	268.80
28622	12/12/2023	HR PRO	\$	260.00
draft	12/06/2023	Comcast Cable	\$	248.59
28617	12/12/2023	Fishco Graphics and Signs	\$	210.00
28639	12/12/2023	Reunions Magazine, Inc.	\$	201.88
28598	12/08/2023	Tom Lewis	\$	200.00
28631	12/12/2023	North Lagoon Partners	\$	157.49
	12/18/2023	Florida Blue	\$	143.35
DRAFT	12/12/2023	Paychex	\$	127.50
28611	12/12/2023	Culligan Bottled Water	\$	94.19
	12/11/2023	Bancorpsv	\$	90.00
	12/29/2023	Bancorpsv	\$	88.99
	12/22/2023	Bancorpsv	\$	70.00
	12/05/2023	Bancorpsv	\$	53.22
28620	12/12/2023	Gulf Coast Pest Control	\$	48.00
	12/27/2023	BANCORPSV BANCORPSV 070822	\$	40.00
DRAFT	12/21/2023	Credit Card Center	\$	2.99
TOTAL PANAMA CITY BEACH CVB			\$	1,319,315.44

**PANAMA CITY COMMUNITY
DEVELOPMENT COUNCIL**

**PANAMA CITY COMMUNITY DEVELOPMENT COUNCIL
CHECK REGISTER - SORTED BY DOLLAR AMOUNT
DECEMBER 1, 2023 THROUGH DECEMBER 31, 2023**

CHECK NUMBER	ISSUE DATE	VENDOR	AMOUNT
10607	12/18/2023	Quina Grundhoefer Architects	\$ 41,800.00
10587	12/11/2023	First Federal Bank	\$ 22,262.56
10585	12/11/2023	CrowdRiff, Inc	\$ 12,061.00
10602	12/18/2023	Bay Youth Music Association, Inc	\$ 9,985.00
10580	12/11/2023	Bay Arts Alliance	\$ 9,500.00
10598	12/11/2023	VISA	\$ 7,354.89
10594	12/11/2023	Power Play Marketing	\$ 6,500.00
10581	12/11/2023	Bay County Chamber of Commerce	\$ 5,174.00
10593	12/11/2023	Panama City Symphony Orchestra	\$ 5,000.00
10595	12/11/2023	Public Eye Soar Festival	\$ 4,460.79
10589	12/11/2023	Kennon Accounting Solutions, Inc	\$ 2,174.25
10584	12/11/2023	Carr Riggs & Ingram	\$ 2,000.00
10610	12/18/2023	WMBB	\$ 1,705.00
10596	12/11/2023	Raymond James	\$ 1,538.84
10591	12/11/2023	Panama City A Cappella Chorus, Inc	\$ 1,200.00
10592	12/11/2023	Panama City Beach Chamber of Commerce	\$ 1,100.00
10588	12/11/2023	iHeartMedia	\$ 1,040.00
10583	12/11/2023	Burke Blue	\$ 925.00
10601	12/18/2023	Bay County Chamber of Commerce	\$ 868.50
10600	12/18/2023	Aaron Rich Marketing	\$ 676.00
10606	12/18/2023	PG Environmental Florida, LLC	\$ 608.25
10597	12/11/2023	Thomas L. Lewis	\$ 500.00
10608	12/18/2023	Steven Evans	\$ 500.00
10582	12/11/2023	Beach TV Cable Company, Inc	\$ 474.30
10604	12/18/2023	City of Panama City	\$ 473.93
10605	12/18/2023	FPL Northwest FL	\$ 411.64
10590	12/11/2023	Lawnmasters of Panama City LLC	\$ 300.00
10609	12/18/2023	Verizon	\$ 258.00
10586	12/11/2023	Earthshine Cleaning	\$ 208.49
10599	12/11/2023	Wells Fargo Vendor Financial Services, LLC	\$ 101.65
10603	12/18/2023	Brock Lawn and Pest Control, Inc	\$ 48.15
TOTAL PANAMA CITY CDC			\$ 141,210.24

MEXICO BEACH COMMUNITY DEVELOPMENT COUNCIL

MEXICO BEACH COMMUNITY DEVELOPMENT COUNCIL
CHECK REGISTER - SORTED BY DOLLAR AMOUNT
DECEMBER 1, 2023 THROUGH DECEMBER 31, 2023

CHECK NUMBER	ISSUE DATE	VENDOR	TOTAL
7753	12/07/2023	Madden Media	\$ 18,900.00
EFT	12/29/2023	Arrivalist	\$ 15,000.00
7756	12/21/2023	PocketMaps	\$ 8,347.00
7755	12/21/2023	Miles Partnership	\$ 7,053.75
EFT	12/15/2023	United States Treasury	\$ 4,505.30
	12/27/2023	QuickBooks Payroll Service	\$ 3,610.34
	12/13/2023	QuickBooks Payroll Service	\$ 3,592.15
7758	12/21/2023	Brad the Dad, LLC	\$ 3,400.00
7752	12/07/2023	Lisa Armbruster	\$ 3,307.50
7760	12/29/2023	Florida Sheriffs Employee Benefits Trust	\$ 2,916.66
7763	12/29/2023	Chase Card Services	\$ 2,756.48
7762	12/29/2023	Cornerstone Marketing & Advertising	\$ 2,500.00
7751	12/07/2023	CRI	\$ 2,000.00
7761	12/29/2023	City of Mexico Beach	\$ 750.00
7750	12/07/2023	Coast View Lawn & Landscape	\$ 185.01
7757	12/21/2023	GreatAmerica Financial Services	\$ 127.98
7754	12/07/2023	MCI a Verizon Company	\$ 29.22
EFT	12/06/2023	Florida Department of Revenue	\$ 10.38
7759	12/29/2023	Cathey's Ace Hardware	\$ 4.58
TOTAL MEXICO BEACH CDC			\$ 78,996.35



December 29, 2023

Board of County Commissioners
Bay County, Florida

Commissioners:

Attached you will find a summary of 2023/2024 Revenues and Expenditures through December 28, 2023. The attached Revenue and Expenditure format categorizes by fund, Department and Major Financial Statement Category. The information is summarized at the end of each fund and gives the net change to the fund's balance resulting from the current year's activity.

Please be advised that this report has inherent limitations such as:

- 1). Actual YTD revenues and expenditures are unaudited figures. Timing differences, such as unrecorded liabilities and revenues, may exist which could cause these numbers to be misleading.
- 2). Cash Carry forwards, budgeted non-revenue items, have not been posted. These items represent monies earned in prior fiscal years' that may be utilized to assist its fund with current deficient cash flows.

If I can be of further assistance to the Board, or should you wish to discuss this report further, please let me know.

Sincerely,

Bill Kinsaul
Clerk of Court & Comptroller

Bay County Board of County Commissioners
Revenue & Expenditure Summary FY 2024
As of December 28, 2023

FUND		REVENUES			EXPENDITURE			EXCESS (DEFICIENCY)
		Budget*	Actual	% Budget Met	Budget*	Actual**	% Budget Met	
001	General Fund	\$ 205,715,973	\$ 125,830,659	61%	\$ 205,715,973	\$ 93,644,113	46%	\$ 32,186,545
101	Transportation	44,574,935	28,292,803	63%	44,574,935	10,571,132	24%	\$ 17,721,671
102	.5% Infrastructure Surtax	43,639,706	1,706,342	4%	43,639,706	18,027,108	41%	\$ (16,320,766)
112	Road Impact-East Bay County	-	1,002	0%	-	-	0%	\$ 1,002
113	Road Impact-Panama City	-	-	0%	-	-	0%	\$ -
114	Road Impact-Southport/Sandhills	236,500	3,645	2%	236,500	-	0%	\$ 3,645
118	Transit	7,793,310	492,990	6%	7,793,310	939,438	12%	\$ (446,448)
122	Restore Act	-	(178)	0%	-	726,101	0%	\$ (726,279)
124	Sports Park	2,495,473	191,704	8%	2,495,473	609,257	24%	\$ (417,553)
125	Tourist Development	20,014,725	2,296,528	11%	20,014,725	4,266,371	21%	\$ (1,969,843)
126	Mexico Beach - TDC	895,340	104,360	12%	895,340	237,338	27%	\$ (132,978)
127	Beach Nourishment - TDC	59,847,500	1,166,857	2%	59,847,500	471,870	1%	\$ 694,986
128	TDC - 5th Cent	6,762,500	881,721	13%	6,762,500	437,860	6%	\$ 443,861
129	Panama City - TDT	3,227,606	256,518	8%	3,227,606	258,774	8%	\$ (2,255)
130	Public Safety E911	3,102,500	48,856	2%	3,102,500	1,661,530	54%	\$ (1,612,674)
133	Intergov't Radio Communication	3,957,894	817,507	21%	3,957,894	223,917	6%	\$ 593,590
135	Housing	12,635,829	1,386,884	11%	12,635,829	2,690,391	21%	\$ (1,303,506)
140	District Mosquito Control	2,449,066	1,558,565	64%	2,449,066	498,344	20%	\$ 1,060,221
145	MSTU-Fire Protection	16,917,759	11,667,064	69%	16,917,759	4,271,793	25%	\$ 7,395,271
150	Hurricane Michael Fund	40,000,000	922,500	2%	40,000,000	29,125,803	73%	\$ (28,203,303)
160	COVID Fund	13,154,042	15,609,986	119%	13,154,042	2,805,266	21%	\$ 12,804,719
167	MSBU Fund	53,250	45,199	85%	53,250	(216)	0%	\$ 45,415
401	Water Sys Revenue Fund	30,665,500	4,239,550	14%	30,665,500	5,623,720	18%	\$ (1,384,170)
420	Retail Water & Wastewater	24,467,094	2,916,614	12%	24,467,094	4,188,846	17%	\$ (1,272,232)
430	Solid Waste Fund	9,361,200	1,123,283	12%	9,361,200	1,525,366	16%	\$ (402,083)
440	Builders' Services	6,703,500	601,416	9%	6,703,500	1,498,646	22%	\$ (897,231)
501	Internal Service Fund	7,802,823	1,457,275	19%	7,802,823	1,611,274	21%	\$ (153,999)
505	Workers' Compensation	4,031,358	883,581	22%	4,031,358	576,406	14%	\$ 307,175
506	Insurance Fund	8,051,065	1,728,348	21%	8,051,065	4,899,716	61%	\$ (3,171,369)
510	Utilities	3,861,390	610,362	16%	3,861,390	809,176	21%	\$ (198,814)
TOTALS		\$ 582,417,838	\$ 206,841,939	36%	\$ 582,417,838	\$ 192,199,341	33%	\$ 14,642,598

* Note - Revenue & Expenditure Budgets represent amounts approved for the entire fiscal year. These amounts are not prorated.

** Note - Actual Expenditures include unliquidated encumbrances.



Bay County Board of County Commissioners Agenda Item Summary

FY 2024 Budget Amendment

DEPARTMENT MAKING REQUEST/NAME:

Budget Office, Maranda Griffin, Chief Financial Officer

MEETING DATE: 1/17/2024

REQUESTED MOTION/ACTION:

Board to adopt a resolution amending the Fiscal Year 2023-2024 Budget.

AGENDA

Budget Office - Consent

BUDGETED ITEM? No**BUDGET ACTION:**

Budget amendment needed as presented.

FINANCIAL IMPACT SUMMARY STATEMENT:

Financial impacts are shown in Exhibit A.

BACKGROUND:

Fund 001 General Fund, FY 2024 budget will need to be amended recognizing charges for services from the Bay County Sheriff's Office and a decrease to Reserve-Cash Forward to correct the requested amendment on January 3, 2024 for an additional School Resource Deputy. Secondly, recognizing a decrease to personal services accounts for the reclass of the Emergency Management Division Chief position and applying those funds to Reserve-Cash Forward. Thirdly, recognizing a transfer from Reserve-Cash Forward and applying those funds to CIP-BCC Admin. Bldg. for the 3rd floor Environmental Health build out. Fourthly, recognizing a transfer from Reserve-Cash Forward to Fund 145 Fire Service Fund.

Fund 102 Half Cent Infrastructure Surtax Fund, FY 2024 budget will need to be amended recognizing a reimbursement from the City of Lynn Haven and applying those funds to CIP-Erosion Projects for the cut and cap of a fire hydrant on Ormond Avenue.

Fund 130 Public Safety Fund, FY 2024 budget will need to be amended recognizing a transfer from Reserve-Cash Forward and applying those funds to personal services accounts for the reclass of the Emergency Management Division Chief position.

Fund 145 MSTU Fire Service Fund, FY 2024 budget will need to be amended recognizing a transfer from 001 General Fund and applying those funds to contracted services for installing a fiber optic conduit from the Bay County tie point to the Airport duct bank and accessing the AT&T vaults per MOU with the Airport Authority Board. Secondly, recognizing a transfer from Reserve-Future Capital Outlay and applying those funds to personal services accounts for the reclass of the Emergency Management Division Chief position.

The budget amendment resolution is attached (**Exhibit 1**) that includes the budget amendment

detail and the budget amendment schedule (**Exhibit A**).

ATTACHMENTS:

Description	Type
FY 2024 Budget Amendment Resolution Exhibit 1 January 17, 2024	Exhibit
FY 2024 Budget Amendment Schedule Exhibit A January 17, 2024	Exhibit

RESOLUTION NO.: _____

**A RESOLUTION OF THE BOARD OF COUNTY
COMMISSIONERS OF BAY COUNTY FLORIDA
AMENDING THE ADOPTED FINAL BUDGET OF
FISCAL YEAR 2023-2024 PURSUANT TO
RESOLUTION NO. 4032; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, Fund 001 General Fund, FY 2024 budget will need to be amended recognizing charges for services from the Bay County Sheriff's Office and a decrease to Reserve-Cash Forward to correct the requested amendment on January 3, 2024 for an additional School Resource Deputy. Secondly, recognizing a decrease to personal services accounts for the reclass of the Emergency Management Division Chief position and applying those funds to Reserve-Cash Forward. Thirdly, recognizing a transfer from Reserve-Cash Forward and applying those funds to CIP-BCC Admin. Bldg. for the 3rd floor Environmental Health build out. Fourthly, recognizing a transfer from Reserve-Cash Forward to Fund 145 Fire Service Fund; and

WHEREAS, Fund 102 Half Cent Infrastructure Surtax Fund, FY 2024 budget will need to be amended recognizing a reimbursement from the City of Lynn Haven and applying those funds to CIP-Erosion Projects for the cut and cap of a fire hydrant on Ormond Avenue; and

WHEREAS, Fund 130 Public Safety Fund, FY 2024 budget will need to be amended recognizing a transfer from Reserve-Cash Forward and applying those funds to personal services accounts for the reclass of the Emergency Management Division Chief position; and

WHEREAS, Fund 145 MSTU Fire Service Fund, FY 2024 budget will need to be amended recognizing a transfer from 001 General Fund and applying those funds to contracted services for installing a fiber optic conduit from the Bay County tie point to the Airport duct bank and accessing the AT&T vaults per MOU with the Airport Authority Board. Secondly, recognizing a transfer from Reserve-Future Capital Outlay and applying those funds to personal services accounts for the reclass of the Emergency Management Division Chief position; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Bay County, Florida, does hereby amend the fiscal year 2023-2024 budget as shown in EXHIBIT “A”.

Section 1. The budget amendments are set forth in EXHIBIT “A”, attached hereto and made a part thereof.

Section 2. This resolution shall become effective upon adoption.

DONE AND ADOPTED by the Board of County Commissioners of Bay County, Florida this the 17th day of January, 2024.

**BOARD OF COUNTY COMMISSIONERS OF
BAY COUNTY, FLORIDA**

Tommy Hamm, Chairman

ATTEST:

APPROVED AS TO FORM:

Bill Kinsaul, Clerk

Office of the County Attorney

RESOLUTION NO. _____

Budget Amendment - BOCC Meeting Date: 01/17/2024

Fiscal Year 2024			FY 2024 Current Budget	FY 2024 Budget Change	FY 2024 Amended Budget	Description of Change
001 - General Fund						
Revenue						
001	3421005	CHRGs FOR SRV-SHERIFF/SRO	1,253,160	89,250	1,342,410	Correcting an amendment for the addition of a SRD by BCSO.
Expenditure						
001-0172	5606516	CIP-BCC ADMIN BLDG	0	276,300	276,300	Bay County Government Center's 3rd floor Environmental Health build out.
001-0210	5101200	SALARIES & WAGES-REGULAR	1,412,910	1,053	1,413,963	Reclass position to Emergency Management Division Chief.
001-0210	5102100	FICA TAXES-MATCHING	113,596	80	113,676	Reclass position to Emergency Management Division Chief.
001-0210	5102200	RETIREMENT CONTRIBUTIONS	231,469	144	231,613	Reclass position to Emergency Management Division Chief.
001-0210	5102300	LIFE & HEALTH INSURANCE	276,360	(886)	275,474	Reclass position to Emergency Management Division Chief.
001-0210	5102302	VIRTUAL DOCTOR	1,559	3	1,562	Reclass position to Emergency Management Division Chief.
001-0210	5102400	WORKERS COMP. PREMIUMS	15,695	565	16,260	Reclass position to Emergency Management Division Chief.
001-0211	5101200	SALARIES & WAGES-REGULAR	76,665	(6,019)	70,646	Reclass position to Emergency Management Division Chief.
001-0211	5102100	FICA TAXES-MATCHING	5,865	(460)	5,405	Reclass position to Emergency Management Division Chief.
001-0211	5102200	RETIREMENT CONTRIBUTIONS	10,480	(824)	9,656	Reclass position to Emergency Management Division Chief.
001-0211	5102300	LIFE & HEALTH INSURANCE	16,348	5,064	21,412	Reclass position to Emergency Management Division Chief.
001-0211	5102302	VIRTUAL DOCTOR	101	(17)	84	Reclass position to Emergency Management Division Chief.
001-0211	5102400	WORKERS COMP. PREMIUMS	4,501	(3,229)	1,272	Reclass position to Emergency Management Division Chief.
001-0970	5819102	TRNFS-MSTU FIRE (145)	0	80,000	80,000	Installing a fiber optic conduit from the Bay County tie point to the Airport duct bank and accessing the AT&T vaults per MOU with Airport Authority Board.
001-0972	5909999	RESERVE-CASH FORWARD	12,272,102	(262,524)	12,009,578	Bay County Government Center's 3rd floor Environmental Health build out, correcting an amendment for the addition of a SRD by BCSO and installing a fiber optic conduit from the Bay County tie point to the Airport duct bank and accessing the AT&T vaults per MOU with Airport Authority Board.
102 - Half Cent Infrastructure Surtax Fund						
Revenue						
102	3660007	CONTRIB-OTHER GOVT UNITS	0	6,200	6,200	Recognize the reimbursement from the City of Lynn Haven for the cut and cap of a fire hydrant on Ormond Avenue.
Expenditure						
102-0102	5606563	CIP-EROSION PROJECTS	5,200,000	6,200	5,206,200	Cut and cap of a fire hydrant on Ormond Avenue.

Budget Amendment - BOCC Meeting Date: 01/17/2024

Fiscal Year 2024			FY 2024 Current Budget	FY 2024 Budget Change	FY 2024 Amended Budget	Description of Change
130 - Public Safety Fund						
Expenditure						
130-0301	5101200	SALARIES & WAGES-REGULAR	507,062	2,483	509,545	Reclass position to Emergency Management Division Chief.
130-0301	5102100	FICA TAXES-MATCHING	39,096	190	39,286	Reclass position to Emergency Management Division Chief.
130-0301	5102200	RETIREMENT CONTRIBUTIONS	74,876	340	75,216	Reclass position to Emergency Management Division Chief.
130-0301	5102300	LIFE & HEALTH INSURANCE	81,461	(2,089)	79,372	Reclass position to Emergency Management Division Chief.
130-0301	5102302	VIRTUAL DOCTOR	626	7	633	Reclass position to Emergency Management Division Chief.
130-0301	5102400	WORKERS COMP. PREMIUMS	5,096	1,332	6,428	Reclass position to Emergency Management Division Chief.
130-0301	5909999	RESERVE-CASH FORWARD	1,014,710	(2,263)	1,012,447	Reclass position to Emergency Management Division Chief.

145 - MSTU Fire Service Fund						
Revenue						
145	3810001	TRNSF FRM GENERAL FD(001)	0	80,000	80,000	Installing a fiber optic conduit from the Bay County tie point to the Airport duct bank and accessing the AT&T vaults per MOU with Airport Authority Board.
Expenditure						
145-0320	5101200	SALARIES & WAGES-REGULAR	5,046,962	2,483	5,049,445	Reclass position to Emergency Management Division Chief.
145-0320	5102100	FICA TAXES-MATCHING	457,777	190	457,967	Reclass position to Emergency Management Division Chief.
145-0320	5102200	RETIREMENT CONTRIBUTIONS	1,910,038	340	1,910,378	Reclass position to Emergency Management Division Chief.
145-0320	5102300	LIFE & HEALTH INSURANCE	1,121,766	(2,089)	1,119,677	Reclass position to Emergency Management Division Chief.
145-0320	5102302	VIRTUAL DOCTOR	6,163	7	6,170	Reclass position to Emergency Management Division Chief.
145-0320	5102400	WORKERS COMP. PREMIUMS	373,867	1,332	375,199	Reclass position to Emergency Management Division Chief.
145-0320	5303401	CONTRACTED SERVICES	15,600	80,000	95,600	Installing a fiber optic conduit from the Bay County tie point to the Airport duct bank and accessing the AT&T vaults per MOU with Airport Authority Board.
145-0335	5909920	RESERVE-FUTURE CAP OUTLAY	1,303,912	(2,263)	1,301,649	Reclass position to Emergency Management Division Chief.

Approved BOCC Meeting January 17, 2024

Date

Budget Office



Bay County Board of County Commissioners Agenda Item Summary

County Attorney Amended Contract

DEPARTMENT MAKING REQUEST/NAME:

County Attorney's Office, Donald J. Banks, County Attorney

MEETING DATE: 1/17/2024

REQUESTED MOTION/ACTION:

Board approve and authorize the chairman to sign the County Attorney's Amended Contract.

AGENDA

County Attorney

BUDGETED ITEM? Yes

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

BACKGROUND:

The County Attorney is requesting the attorney contract be amended to include the following language:

In addition to any discretionary merit increases, the ATTORNEY shall be entitled to share on equal footing in any across-the-board raises given to all County employees,

to be consistent with the County Manager's contract, and authorize the chairman to sign the amended contract.



Bay County Board of County Commissioners Agenda Item Summary

Ratify Declaration of Local State of Emergency for the North Florida Tornadoes

DEPARTMENT MAKING REQUEST/NAME:

County Attorney's Office, Don Banks, County Attorney

MEETING DATE: 1/17/2024

REQUESTED MOTION/ACTION:

Board ratify the Bay County Declaration of Local State of Emergency for the North Florida Tornadoes.

AGENDA

County Attorney

BUDGETED ITEM? N/A

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

BACKGROUND:

On January 9, 2024, the Board declared a Local State of Emergency due to the North Florida Tornadoes. Chairman Hamm has signed the Local State of Emergency Declaration, and pursuant to Fla. Stat. 252.38, emergency declarations are limited to seven (7) days and may be extended in seven (7) day increments as necessary.

Staff recommends that the Board ratify the attached Declaration of Local State of Emergency for the North Florida Tornadoes signed by Chairman Hamm.

ATTACHMENTS:**Description**

Declaration of Local State of Emergency North Florida Tornadoes -
Signed by Chairman Hamm

Type

Exhibit

**BAY COUNTY, FLORIDA
DECLARATION OF LOCAL STATE OF EMERGENCY
NORTH FLORIDA TORNADOES**

WHEREAS, Bay County is a political subdivision of the State of Florida, and pursuant to Chapter 252 Florida Statutes, "State Emergency Management Act" and the "Emergency Services Ordinance of Bay County, Florida" codified at Section 15-101 et al., Bay County Code ("Act"), is authorized to find and declare a local state of emergency in Bay County and exercise those powers conferred by Florida Statutes, Chapter 252 and the Act; and

WHEREAS, on January 9, 2024, Governor Ron DeSantis issued Executive Order 24-03, declaring that a state of emergency exists in parts of the State of Florida as a result of the threat posed by the North Florida Tornadoes; and

WHEREAS, the North Florida Tornadoes has caused substantial damage to public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings and areas; and

WHEREAS, the Board of County Commissioners of Bay County, finds that a state of local emergency exists due to the effects of the North Florida Tornadoes, and recognizes that the North Florida Tornadoes has posed an immediate threat to citizens and property in Bay County; and

WHEREAS, this emergency requires the assistance of municipal, state, and federal aid, without delay to repair and effect an immediate recovery of said emergency impact on the citizens of Bay County, and

WHEREAS, Bay County Emergency Management and the Bay County Sheriff have recommended the imposition of a curfew for the east end of Thomas Drive, from the Grand Lagoon Bridge south, and from Hurt Street east to the St. Andrews State Park, from 9:00 pm until 6:00 am, which is necessary to ensure the health, safety, and welfare of all individuals within Bay County, and will remain in effect until January 12, 2024.

NOW THEREFORE, I, TOMMY HAMM, CHAIRMAN OF THE BAY COUNTY BOARD OF COUNTY COMMISSIONERS, in accordance with the provisions of the State of Florida Office of the Governor Executive Order Number 24-03, Florida Statutes and Chapter 15, Article VI of the Bay County Code, promulgates the following Declaration.

SECTION 1. A state of local emergency exists within Bay County due to the effects of the North Florida Tornadoes.

SECTION 2. The Bay County Comprehensive Emergency Management Plan promulgated by the Bay County Emergency Services Ordinance is hereby activated and the Chairman of the Board of County Commissioners or his designees shall have the power, authority and duty to take any and all action under the plan necessary for the preservation of the health, welfare and safety of the people of Bay County, specifically need not comply with adopted procurement and purchasing policies during this emergency.

SECTION 3. That, in accordance with Section 252.38(2), Florida Statutes, actions of the several municipalities within Bay County must be coordinated with County Emergency Management and not conflict with any order of the County.

SECTION 4. A curfew shall be in place between the hours of 9:00 p.m. and 6:00 a.m., beginning January 9, 2024, from the Grand Lagoon Bridge south, and from Hurt Street east to the St. Andrews State Park, and continuing thereafter until January 12, 2024, to include both the unincorporated and incorporated areas of Bay County, Florida. The following shall be exempt from this Order:

- a. Essential services such as fire, police, emergency medical services, hospital services, including services for the transportation of patients, utility emergency repairs, and emergency calls by physicians and other appropriate relief activities;
- b. County and municipal emergency management personnel;
- c. On-duty military personnel;
- d. Media personnel;
- e. Insurance adjusters;
- f. Contractors and other personnel supporting government relief efforts.

SECTION 5. The Chairman of the County Commission, or his designee, will monitor disaster-related debris and, that even though debris removal from private rights-of-way remains the responsibility of the property owner, in the event of widespread debris, the County Administrator or designee is empowered to take necessary action to remove disaster-debris which: (a) presents an immediate threat to public health, safety, or life; or (b) poses an immediate threat of significant damage to improved public or private property; or (c) the removal of which is necessary to ensure economic recovery of the affected community to the benefit of the community at large, including but not limited to the restoration of bus and school bus services, scheduled trash collection, and postal and other delivery services.

SECTION 6. The Chairman of the County Commission, or his designee, shall have the authority to issue such other orders as may be necessary to respond and recover from this emergency, including without limitation the authority to impose curfews, take steps to reduce fire risks, ban the sale of alcoholic beverages, or temporarily waive county ordinances.

SECTION 7. The Chairman of the County Commission hereby delegates authority to the County Manager for the duration of this emergency declaration the authority to appropriate funds from reserves as necessary to support emergency operations and response in a timely manner, and further, to suspend budgetary controls to the extent necessary to accomplish this purpose. The aforementioned authority is subject to after-the-fact ratification of the Board.

SECTION 8. The Bay County Chief of Emergency Services shall provide overall coordination for county response and county agencies shall coordinate through the Chief of Emergency Services regarding any assistance to be provided.

SECTION 9. All county agencies will provide necessary assistance as requested by the Bay County Chief of Emergency Services.

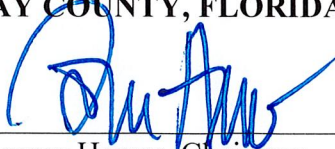
SECTION 10. This Declaration shall remain in effect for a period of seven (7) days, unless otherwise extended by the Bay County Board of County Commissioners of Bay County, Florida.

SECTION 11. This Declaration does not activate the “Pay for Work During Declared Emergencies or Disasters” portion of the County’s personnel policy, unless specifically activated by subsequent emergency order.

SECTION 12. Any violation of this Order is a second-degree misdemeanor punishable by a fine of up to \$500.00 for each offense and by a term of punishment pursuant to Fla. Stat. 252.50.

DONE and ORDERED THIS 9th day of January, 2024.

**BOARD OF COUNTY COMMISSIONERS
BAY COUNTY, FLORIDA**



Tommy Hamm, Chairman



Bay County Board of County Commissioners Agenda Item Summary

Amendment to Pipeline Road Contract

DEPARTMENT MAKING REQUEST/NAME:

County Attorney's Office/Brian D. Leebrick, Deputy County Attorney

MEETING

DATE: 1/17/2024

REQUESTED MOTION/ACTION:

Board approve an amendment to the contract to sell property on Pipeline Road, and authorize the chairman to execute the same.

AGENDA

County Attorney

BUDGETED ITEM? No**BUDGET ACTION:**

Budget amendment needed to record revenue from sell.

FINANCIAL IMPACT SUMMARY STATEMENT:

Sell proceeds will remain in the Utilities fund.

BACKGROUND:

Part of the contract to sell the property on Pipeline Road was a process to identify an area that will be set aside for a future school site, and the area that will ultimately be acquired by the buyer for residential development.

This proposed amendment (**Exhibit 1**) adopts the proposed site plan dividing the property between the designated school site and the future development, addresses the future timeline for due diligence and closing, some title and surveying matters, and other related matters.

ATTACHMENTS:**Description**

First Amendment to Purchase and Sale Agreement

Type

Cover Memo

**FIRST AMENDMENT TO
PURCHASE AND SALE AGREEMENT**

138.160 acres situated in Bay County, Florida

This First Amendment to Purchase and Sale Agreement for 138.160 acres situated in Bay County, Florida (this “**Amendment**”) is made and entered into by and between **BOARD OF COUNTY COMMISSIONERS, BAY COUNTY, FLORIDA**, a political subdivision of the State of Florida (hereinafter called “**Seller**”) and **NW FLORIDA LD, LLC**, a Florida limited liability company, or assigns (hereinafter called “**Buyer**”).

WITNESSETH:

WHEREAS, Seller and Buyer entered into that certain Purchase and Sale Agreement dated March 23, 2023 (the “**Agreement**”) for the purchase and sale of 138.160 acres situated in Section 19, Township 3 South, Range 13 West and Section 24, Township 3 South, Range 14 West, Bay County, Florida, as more particularly described in the Agreement; and

WHEREAS, Seller and Buyer desire to amend the Agreement according to the terms stated in this Amendment;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each party hereto, Seller and Buyer agree that the Agreement is hereby amended as follows:

1. Survey. The first sentence of Paragraph 4 of the Agreement is hereby deleted and replaced as follows:

“Buyer may acquire a “**Survey**” (ALTA) of the Property and shall recover the cost of the Survey from the Seller via a credit toward the Purchase Price at Closing.”
2. Engineering and Development Order. Upon receipt of Survey, Buyer will commence the engineering and development order process on the 256 Lots as depicted on the Preliminary Site Plan attached hereto as Schedule 1. This Amendment does not constitute a review or an approval of the Preliminary Site Plan for regulatory approval purposes. All provisions of Paragraph 22(h) of the Agreement are satisfied with the Preliminary Site Plan attached hereto as Schedule 1, which the parties have agreed upon. Notwithstanding, in the event either party requires cross-access rights through either party’s retained properties (including the 39-acre parcel retained by Seller described in Paragraph 5 of this First Amendment), the parties agree to take reasonable steps to provide such cross-access rights to the other party via an easement or right of way agreement, provided that the Seller shall not be required to provide access rights across the 39-acre parcel which unreasonably interferes with its ability to develop the property as a school site. This provision shall survive Closing.
3. Inspection Period. The first sentence of Paragraph 5 of the Agreement is hereby deleted and replaced as follows:

“For the “**Independent Consideration**” of \$100.00 previously paid by Buyer upon execution of the Agreement, Buyer shall have two hundred seventy (270) days after the effective date of this First Amendment to perform inspections, research, and testing, at its sole expense, to determine if the Property, in its sole discretion, is suitable for Buyer’s proposed development and business purposes (the “**Inspection Period**”).”

4. Full Force and Effect. Except as hereby amended, the Agreement shall remain unmodified and is acknowledged by the parties to be in full force and effect. All capitalized terms which are used and not defined herein shall have the meanings ascribed to them in the Agreement.
5. Description of Property. Paragraph 1 is amended such that the Property excludes the property identified on the Preliminary Site Plan attached as Schedule “1” as the “39-Acre Parcel”.
6. Purchase Price. The Purchase Price is \$20,000 per acre for the Property, excluding the 39-Acre Property.
7. Title Commitment. Paragraph 6 is amended to add the following at the end of the Paragraph:

“Notwithstanding the foregoing, the Buyer acknowledges the Easement Agreement recorded at Official Records Book 3291, Page 1806, and again at Official Records Book 4604, Page 148, of the Public Records of Bay County, Florida. If the Buyer’s development of the Property interferes with the easement provided therein, the Buyer shall be solely responsible for providing an alternative and at least equivalent access route to the property described in Exhibit 2 of the above-referenced Easement Agreement (provided, however, that Buyer shall not be responsible for any maintenance thereof upon completion). The Easement Agreement shall be deemed a Permitted Exception. The Buyer acknowledges that the Property may be subject to a St. Andrews Bay Development subdivision plat, including existing but unopened rights of way, but that the Survey is required to confirm that such plat affects the Property. The removal of these rights of way (if such affect the Property) will require an abandonment requested by the Buyer and approved by the Seller’s Board of County Commissioners. Seller’s obligation to resolve title exceptions does not include a contractual commitment on behalf of the Board of County Commissioners to act in any particular way with respect to that request, provided, however, that Buyer shall have the right to pursue abandonment of any such rights of way if determined to be necessary by Buyer.

8. Counterparts. This Amendment may be executed in one or more counterparts, but all such counterparts, when taken together, shall constitute but one and the same agreement.

[signature page(s) follow]

EXECUTED to be effective as of this 28th day of December, 2023.

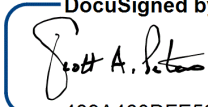
SELLER:

**BOARD OF COUNTY COMMISSIONERS,
BAY COUNTY, FLORIDA**, a political
subdivision of the State of Florida

By: _____
Tommy Hamm, its Chairman

BUYER:

NW FLORIDA LD, LLC, a Florida limited
liability company

DocuSigned by:

By: _____
489A460DFE534D6
Scott A. Peters, its Manager



Bay County Board of County Commissioners Agenda Item Summary

Chief of Emergency Services

DEPARTMENT MAKING REQUEST/NAME:

County Manager's Office Robert J. Majka, County Manager

MEETING DATE: 1/17/2024

REQUESTED MOTION/ACTION:

Board confirm the appointment of Matthew Lindewirth as Chief of Emergency Services.

AGENDA

County Manager's Office - Consent

BUDGETED ITEM? N/A

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

BACKGROUND:

The Chief of Emergency Services position vacancy was posted internally and externally for the prescribed period of time, and Matthew Lindewirth was selected to fill the position with the start date February 26, 2024.

Please affirm this recommended appointment.



Bay County Board of County Commissioners Agenda Item Summary

Bay Medical Center Board of Trustees Appointments

DEPARTMENT MAKING REQUEST/NAME:

County Manager's Office Robert J. Majka, County Manager

MEETING DATE: 1/17/2024

REQUESTED MOTION/ACTION:

Board review and ratify all nominees for appointment to the Bay Medical Board of Trustees.

AGENDA

County Manager's Office - Consent

BUDGETED ITEM? N/A

BUDGET ACTION:

N/A

FINANCIAL IMPACT SUMMARY STATEMENT:

N/A

BACKGROUND:

The Bay County Board of County Commissioners appoints individuals to serve on boards/committees which have varied functions and responsibilities as well as term lengths. Vacant and/or expiring terms of members have occurred. Appointment recommendations are as follows, please see attached letter.

Bay Medical Center Board of Trustees

Seat 1 Gregory Brudnicki, set to expire 11/30/2027

Seat 2 Sylvester Griffin, set to expire 11/30/2027

Seat 8 Ashraf Khan, set to expire 11/30/2027

ATTACHMENTS:

Description

Appointment Letters

Type

Exhibit

December 21, 2023

Via email shardy@baycountyfl.gov

Robert "Bob" Majka, County Manager
Bay County Board of County Commissioners
c/o Sherri Hardy, Senior Administrative Director
Panama City, FL 32401

Re: Request for Agenda Item
Appointments to Bay Medical Center Board of Trustees

Dear Bob:


In accordance with the Bay Medical Center Special Act, the County Commission must ratify all nominees for appointments to the Board of Trustees of Bay Medical Center (the "**Board**"). The Board has accepted and approved the following nominations:

Seat 1	Gregory Brudnicki
Seat 2	Sylvester Griffin
Seat 8	Ashraf Khan

Attached are copies of the respective nominee's Form 1, Statement of Financial Interests, and the Board's Conflict of Interest Questionnaire for all applicants. Seat 8 is a medical staff appointment, so we also include the letter from the medical staff nominating Dr. Khan for Seat 8.

We respectfully request that these appointments be ratified by the County Commission at your earliest convenience. Please let me know if you have any questions.

Very truly yours,



Robert C. Jackson

RCJ/tks
Attachments
cc: Karen Thomason

FORM 1

STATEMENT OF
FINANCIAL INTERESTS

2022

Please print or type your name, mailing
address, agency name, and position below:

FOR OFFICE USE ONLY:

LAST NAME -- FIRST NAME -- MIDDLE NAME:

Boudnicki Gabeory Michael

MAILING ADDRESS:

322 S Brent Ave

PANAMA CITY 32401 Bay

CITY:

ZIP:

COUNTY:

NAME OF AGENCY:

BAY MEDICAL CENTER BOARD OF TRUSTEES

NAME OF OFFICE OR POSITION HELD OR SOUGHT:

MEMBER OF BOARD OF TRUSTEES

CHECK ONLY IF ☐ CANDIDATE OR ☒ NEW EMPLOYEE OR APPOINTEE**** THIS SECTION MUST BE COMPLETED ****

DISCLOSURE PERIOD:

THIS STATEMENT REFLECTS YOUR FINANCIAL INTERESTS FOR CALENDAR YEAR ENDING DECEMBER 31, 2022.

MANNER OF CALCULATING REPORTABLE INTERESTS:

FILERS HAVE THE OPTION OF USING REPORTING THRESHOLDS THAT ARE ABSOLUTE DOLLAR VALUES, WHICH REQUIRES FEWER CALCULATIONS, OR USING COMPARATIVE THRESHOLDS, WHICH ARE USUALLY BASED ON PERCENTAGE VALUES (see instructions for further details). CHECK THE ONE YOU ARE USING (must check one):

☒COMPARATIVE (PERCENTAGE) THRESHOLDS OR ☐ DOLLAR VALUE THRESHOLDS

PART A -- PRIMARY SOURCES OF INCOME [Major sources of income to the reporting person - See instructions]

(If you have nothing to report, write "none" or "n/a")

NAME OF SOURCE OF INCOME	SOURCE'S ADDRESS	DESCRIPTION OF THE SOURCE'S PRINCIPAL BUSINESS ACTIVITY
Carrington Services	3040 Post Oak Blvd Houston, Texas	Cemetery, Funeral
Boudnicki Family		
1 limited Partnership	322 S Brent Ave	Commercial Rental

PART B -- SECONDARY SOURCES OF INCOME

[Major customers, clients, and other sources of income to businesses owned by the reporting person - See instructions]
(If you have nothing to report, write "none" or "n/a")

NAME OF BUSINESS ENTITY	NAME OF MAJOR SOURCES OF BUSINESS' INCOME	ADDRESS OF SOURCE	PRINCIPAL BUSINESS ACTIVITY OF SOURCE

PART C -- REAL PROPERTY [Land, buildings owned by the reporting person - See instructions]

(If you have nothing to report, write "none" or "n/a")

Noncross Professional	2420 Jenkins Ave PCFI
Hwy 390 & Lisenby	PC FL
Deftest	2817 Hwy 77 PCFL

You are not limited to the space on the
lines on this form. Attach additional
sheets, if necessary.FILING INSTRUCTIONS for when
and where to file this form are
located at the bottom of page 2.INSTRUCTIONS on who must file
this form and how to fill it out
begin on page 3.

PART D — INTANGIBLE PERSONAL PROPERTY [Stocks, bonds, certificates of deposit, etc. - See instructions]
(If you have nothing to report, write "none" or "n/a")

TYPE OF INTANGIBLE	BUSINESS ENTITY TO WHICH THE PROPERTY RELATES

PART E — LIABILITIES [Major debts - See instructions]
(If you have nothing to report, write "none" or "n/a")

NAME OF CREDITOR	ADDRESS OF CREDITOR

PART F — INTERESTS IN SPECIFIED BUSINESSES [Ownership or positions in certain types of businesses - See instructions]
(If you have nothing to report, write "none" or "n/a")

	BUSINESS ENTITY # 1	BUSINESS ENTITY # 2
NAME OF BUSINESS ENTITY		
ADDRESS OF BUSINESS ENTITY		
PRINCIPAL BUSINESS ACTIVITY		
POSITION HELD WITH ENTITY		
I OWN MORE THAN A 5% INTEREST IN THE BUSINESS		
NATURE OF MY OWNERSHIP INTEREST		

PART G — TRAINING For elected municipal officers, appointed school superintendents, and commissioners of a community redevelopment agency created under Part III, Chapter 163 required to complete annual ethics training pursuant to section 112.3142, F.S.

☐ **I CERTIFY THAT I HAVE COMPLETED THE REQUIRED TRAINING.**

IF ANY OF PARTS A THROUGH G ARE CONTINUED ON A SEPARATE SHEET, PLEASE CHECK HERE ☐

SIGNATURE OF FILER:

Signature:



Date Signed:

12/18/23

CPA or ATTORNEY SIGNATURE ONLY

If a certified public accountant licensed under Chapter 473, or attorney in good standing with the Florida Bar prepared this form for you, he or she must complete the following statement:

I, _____, prepared the CE Form 1 in accordance with Section 112.3145, Florida Statutes, and the instructions to the form. Upon my reasonable knowledge and belief, the disclosure herein is true and correct.

CPA/Attorney Signature: _____

Date Signed: _____

FILING INSTRUCTIONS:

If you were mailed the form by the Commission on Ethics or a County Supervisor of Elections for your annual disclosure filing, return the form to that location. To determine what category your position falls under, see page 3 of instructions.

Local officers/employees file with the Supervisor of Elections of the county in which they permanently reside. (If you do not permanently reside in Florida, file with the Supervisor of the county where your agency has its headquarters.) Form 1 filers who file with the Supervisor of Elections may file by mail or email. Contact your Supervisor of Elections for the mailing address or email address to use. Do not email your form to the Commission on Ethics, it will be returned.

State officers or specified state employees who file with the Commission on Ethics may file by mail or email. To file by mail, send the completed form to P.O. Drawer 15709, Tallahassee, FL 32317-5709; physical address: 325 John Knox Rd, Bldg E, Ste 200, Tallahassee, FL 32303. To file with the Commission by email, scan your completed form and any attachments as a pdf (do not use any other format), send it to CEForm1@leg.state.fl.us and retain a copy for your records. Do not file by both mail and email. Choose only one filing method. Form 6s will not be accepted via email.

Candidates file this form together with their filing papers.

MULTIPLE FILING UNNECESSARY: A candidate who files a Form 1 with a qualifying officer is not required to file with the Commission or Supervisor of Elections.

WHEN TO FILE: Initially, each local officer/employee, state officer, and specified state employee must file **within 30 days** of the date of his or her appointment or of the beginning of employment. Appointees who must be confirmed by the Senate must file prior to confirmation, even if that is less than 30 days from the date of their appointment.

Candidates must file at the same time they file their qualifying papers.

Thereafter, file by July 1 following each calendar year in which they hold their positions.

Finally, file a final disclosure form (Form 1F) within 60 days of leaving office or employment. Filing a CE Form 1F (Final Statement of Financial Interests) does not relieve the filer of filing a CE Form 1 if the filer was in his or her position on December 31, 2022.

**BAY MEDICAL CENTER, A SPECIAL DISTRICT
(D/B/A BAY HEALTH FOUNDATION ("BHF"))
BOARD OF TRUSTEES MEMBERSHIP**

Conflict of Interest Questionnaire

Mission/Vision/Values

MISSION

The mission of Bay Health Foundation is to promote the health and well-being of Bay County residents.

VISION

Bay County residents have access to diverse and effective services whereby each person, irrespective of income or life circumstances, is able to achieve a healthy life-style and a life of health.

VALUES

- Stewardship
 - BHF is committed to the judicious management and use of the resources entrusted to us, and will faithfully pursue the opportunities and fulfill the obligations that form the basis of our purpose and mission. In addition, we will monitor the covenants related to the lease of the hospital facilities and ensure the fidelity of all agreements.
- Partnership
 - BHF will collaborate with other organizations in pursuit of our mission with the conviction that working together is the best way to achieve mutually desired outcomes and insure a lasting, positive impact on the health of the community.
- Learning
 - BHF is dedicated to a culture of continuous learning that uses data, research and experience to improve everything we do.
- Innovation
 - BHF seeks to be innovative in its service and open to supporting creative ideas and initiatives that address the complex challenges of the community's health.
- Trust
 - BHF will always seek to engender the trust and confidence of the County, its leaders and its residents.

Policy

The Florida Legislature has recognized the unique position of the Board of Trustees of Bay Medical Center, a special district (d/b/a Bay Health Foundation), and imposed specific conflict of interest restrictions upon members of the Board, in addition to the general standards of conduct applicable to all public officers in Florida. These restrictions are intended to instill in the citizens of Bay County the highest possible confidence in the individuals who serve on the Board of Trustees.

Questionnaire

You have expressed a willingness or interest in serving on the Board. For the nominating and confirming authorities to consider your qualifications, please answer the following questions taken directly from the bylaws of the Board of Trustees and the laws respecting public officers generally. For purposes of the questions below, "*Material interest*" means direct or indirect, legal, equitable or beneficial ownership of or interest in more than five (5) percent of the total assets or capital stock of any business entity. *Indirect ownership* includes without limitation ownership by a spouse or minor child.

1. Do you (individually or through any entity) have any economic or other interests in competition with the interests of the facilities, services or businesses operated or provided by the Bay Health Foundation and its affiliated organizations?

Yes ☒ No

If yes, please explain and describe interest:

2. Do you (individually or through any entity) have any economic or other interests (i.e contractual, legal etc . .) likely to create a continuing or frequently recurring conflict with the Bay Health Foundation or temptation to disregard the fiduciary duty you would owe the Bay Health Foundation and its affiliated organizations if appointed?

Yes ☒ No

If yes, please explain and describe interest:

3. Are you employed or serve as an officer or director of the Bay Health Foundation, or any entity controlled by the Bay Health Foundation?

Yes ☒ No

If yes, please list:

4. Are you employed by, hold a material interest in, or serve as an officer, director, manager of or business consultant or advisor to, any business entity operating or providing facilities or services the majority of which are in competition with the facilities or health care services operated or offered by the Bay Health Foundation?

Yes ☒ No

If yes, please explain:

5. Are you employed by, hold a material interest in, or serve as an officer, director, manager of or business consultant or advisor to, any business entity which is or has been in the previous two years the beneficiary of health care grant or services offered by the Bay Health Foundation?

Yes ☒ No

If yes, please explain:

6. Have you read the Guide to the Code of Ethics for the current year published by the Florida Commission on Ethics and if appointed will you agree to comply with the requirements explained there (prohibited gifts, employment, and business relationships; voting conflicts; financial disclosure; etc.) whenever they apply?

☒ Yes ☐ No


If no, please explain:

7. If appointed, will you agree during the term of your appointment to immediately advise the Board of Trustees and the Board of County Commissioners if your answers to any of these questions change?

☒ Yes ☐ No

If no, please explain:

SIGNATURE:



Print Name:

Greg Budnicki

Residence Address

3275 Buena Vista Ave PC FL 32401

Date:

12/18/23

FORM 1**STATEMENT OF
FINANCIAL INTERESTS****2022**Please print or type your name, mailing
address, agency name, and position below:**FOR OFFICE USE ONLY:**

LAST NAME -- FIRST NAME -- MIDDLE NAME :

Griffin, Sylvester Lewis

MAILING ADDRESS :

Post Office Box 151

CITY :

Lynn Haven

ZIP :

32444

COUNTY :

Bay

NAME OF AGENCY :

Bay Medical Board of Trustees (dba Bay Health Foundation)

NAME OF OFFICE OR POSITION HELD OR SOUGHT :

Trustee

CHECK ONLY IF ☐ CANDIDATE OR ☐ NEW EMPLOYEE OR APPOINTEE****** THIS SECTION MUST BE COMPLETED ********DISCLOSURE PERIOD:**

THIS STATEMENT REFLECTS YOUR FINANCIAL INTERESTS FOR CALENDAR YEAR ENDING DECEMBER 31, 2022.

MANNER OF CALCULATING REPORTABLE INTERESTS:

FILERS HAVE THE OPTION OF USING REPORTING THRESHOLDS THAT ARE ABSOLUTE DOLLAR VALUES, WHICH REQUIRES FEWER CALCULATIONS, OR USING COMPARATIVE THRESHOLDS, WHICH ARE USUALLY BASED ON PERCENTAGE VALUES (see instructions for further details). CHECK THE ONE YOU ARE USING (must check one):

☐ **COMPARATIVE (PERCENTAGE) THRESHOLDS** OR ☒ **DOLLAR VALUE THRESHOLDS****PART A -- PRIMARY SOURCES OF INCOME** [Major sources of income to the reporting person - See instructions]

(If you have nothing to report, write "none" or "n/a")

NAME OF SOURCE OF INCOME	SOURCE'S ADDRESS	DESCRIPTION OF THE SOURCE'S PRINCIPAL BUSINESS ACTIVITY
Department of Defense	Washington, D.C.	Military Retirement Pension
U.S. Office of Personnel Mgt.	Washington D. C.	Civilian Retirement Pension
Social Security Administration	Washington, D.C.	Social Security Retirement

PART B -- SECONDARY SOURCES OF INCOME

[Major customers, clients, and other sources of income to businesses owned by the reporting person - See instructions]

(If you have nothing to report, write "none" or "n/a")

NAME OF BUSINESS ENTITY	NAME OF MAJOR SOURCES OF BUSINESS' INCOME	ADDRESS OF SOURCE	PRINCIPAL BUSINESS ACTIVITY OF SOURCE
None			

PART C -- REAL PROPERTY [Land, buildings owned by the reporting person - See instructions]
(If you have nothing to report, write "none" or "n/a")149 Lake Merial Trail, Panama City, Fl 32409
Louisiana Avenue, Lynn Haven, Fl 32444 (Two Lots)You are not limited to the space on the
lines on this form. Attach additional
sheets, if necessary.**FILING INSTRUCTIONS** for when
and where to file this form are
located at the bottom of page 2.**INSTRUCTIONS** on who must file
this form and how to fill it out
begin on page 3.

PART D — INTANGIBLE PERSONAL PROPERTY [Stocks, bonds, certificates of deposit, etc. - See instructions] (If you have nothing to report, write "none" or "n/a")	
TYPE OF INTANGIBLE	BUSINESS ENTITY TO WHICH THE PROPERTY RELATES
Stocks, Bonds, CDs, 401(k)	Vanguard, Ally Bank, Charles Schwab
Cash Assets	Trustmark, Tyndall FCU, PeoplesSouth Bank

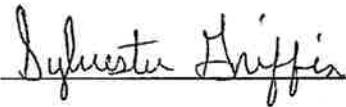
PART E — LIABILITIES [Major debts - See instructions] (If you have nothing to report, write "none" or "n/a")	
NAME OF CREDITOR	ADDRESS OF CREDITOR
Lakeview Mortgage	P.O. Box 650783, Dallas, TX 75265-9063
Infiniti Finance	P.o. Box 660360, Dallas, TX 75266-0360

PART F — INTERESTS IN SPECIFIED BUSINESSES [Ownership or positions in certain types of businesses - See instructions] (If you have nothing to report, write "none" or "n/a")		
	BUSINESS ENTITY # 1	BUSINESS ENTITY # 2
NAME OF BUSINESS ENTITY	NONE	
ADDRESS OF BUSINESS ENTITY		
PRINCIPAL BUSINESS ACTIVITY		
POSITION HELD WITH ENTITY		
I OWN MORE THAN A 5% INTEREST IN THE BUSINESS		
NATURE OF MY OWNERSHIP INTEREST		

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☒ **I CERTIFY THAT I HAVE COMPLETED THE REQUIRED TRAINING.**

IF ANY OF PARTS A THROUGH G ARE CONTINUED ON A SEPARATE SHEET, PLEASE CHECK HERE ☐

<p style="text-align: center;"><u>SIGNATURE OF FILER:</u></p> <p>Signature:</p> <p style="text-align: center;"></p> <p>Date Signed:</p> <p style="text-align: center;">5-30-23</p>	<p style="text-align: center;"><u>CPA or ATTORNEY SIGNATURE ONLY</u></p> <p>If a certified public accountant licensed under Chapter 473, or attorney in good standing with the Florida Bar prepared this form for you, he or she must complete the following statement:</p> <p>I, _____, prepared the CE Form 1 in accordance with Section 112.3145, Florida Statutes, and the instructions to the form. Upon my reasonable knowledge and belief, the disclosure herein is true and correct.</p> <p>CPA/Attorney Signature: _____</p> <p>Date Signed: _____</p>
--	--

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State officers or specified state employees who file with the Commission on Ethics may file by mail or email. To file by mail, send the completed form to P.O. Drawer 15709, Tallahassee, FL 32317-5709; physical address: 325 John Knox Rd, Bldg E, Ste 200, Tallahassee, FL 32303. To file with the Commission by email, scan your completed form and any attachments as a pdf (do not use any other format), send it to CEForm1@leg.state.fl.us and retain a copy for your records. Do not file by both mail and email. Choose only one filing method. Form 6s will not be accepted via email.

Candidates file this form together with their filing papers.

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**BAY MEDICAL CENTER, A SPECIAL DISTRICT
(D/B/A BAY HEALTH FOUNDATION ("BHF"))
BOARD OF TRUSTEES MEMBERSHIP**

Conflict of Interest Questionnaire

Mission/Vision/Values

MISSION

The mission of Bay Health Foundation is to promote the health and well-being of Bay County residents.

VISION

Bay County residents have access to diverse and effective services whereby each person, irrespective of income or life circumstances, is able to achieve a healthy life-style and a life of health.

VALUES

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 - BHF is committed to the judicious management and use of the resources entrusted to us, and will faithfully pursue the opportunities and fulfill the obligations that form the basis of our purpose and mission. In addition, we will monitor the covenants related to the lease of the hospital facilities and ensure the fidelity of all agreements.
- Partnership
 - BHF will collaborate with other organizations in pursuit of our mission with the conviction that working together is the best way to achieve mutually desired outcomes and insure a lasting, positive impact on the health of the community.
- Learning
 - BHF is dedicated to a culture of continuous learning that uses data, research and experience to improve everything we do.
- Innovation
 - BHF seeks to be innovative in its service and open to supporting creative ideas and initiatives that address the complex challenges of the community's health.
- Trust
 - BHF will always seek to engender the trust and confidence of the County, its leaders and its residents.

Policy

The Florida Legislature has recognized the unique position of the Board of Trustees of Bay Medical Center, a special district (d/b/a Bay Health Foundation), and imposed specific conflict of interest restrictions upon members of the Board, in addition to the general standards of conduct applicable to all public officers in Florida. These restrictions are intended to instill in the citizens of Bay County the highest possible confidence in the individuals who serve on the Board of Trustees.

Questionnaire

You have expressed a willingness or interest in serving on the Board. For the nominating and confirming authorities to consider your qualifications, please answer the following questions taken directly from the bylaws of the Board of Trustees and the laws respecting public officers generally. For purposes of the questions below, "*Material interest*" means direct or indirect, legal, equitable or beneficial ownership of or interest in more than five (5) percent of the total assets or capital stock of any business entity. *Indirect ownership* includes without limitation ownership by a spouse or minor child.

1. Do you (individually or through any entity) have any economic or other interests in competition with the interests of the facilities, services or businesses operated or provided by the Bay Health Foundation and its affiliated organizations?

Yes ☒ No

If yes, please explain and describe interest:

2. Do you (individually or through any entity) have any economic or other interests (i.e contractual, legal etc . .) likely to create a continuing or frequently recurring conflict with the Bay Health Foundation or temptation to disregard the fiduciary duty you would owe the Bay Health Foundation and its affiliated organizations if appointed?

Yes ☒ No

If yes, please explain and describe interest:

3. Are you employed or serve as an officer or director of the Bay Health Foundation, or any entity controlled by the Bay Health Foundation?

Yes ☒ No

If yes, please list:

4. Are you employed by, hold a material interest in, or serve as an officer, director, manager of or business consultant or advisor to, any business entity operating or providing facilities or services the majority of which are in competition with the facilities or health care services operated or offered by the Bay Health Foundation?

Yes ☒ No

If yes, please explain:

5. Are you employed by, hold a material interest in, or serve as an officer, director, manager of or business consultant or advisor to, any business entity which is or has been in the previous two years the beneficiary of health care grant or services offered by the Bay Health Foundation?

Yes ☒ No

If yes, please explain:

6. Have you read the Guide to the Code of Ethics for the current year published by the Florida Commission on Ethics and if appointed will you agree to comply with the requirements explained there (prohibited gifts, employment, and business relationships; voting conflicts; financial disclosure; etc.) whenever they apply?

Yes ☒ No

If no, please explain:

7. If appointed, will you agree during the term of your appointment to immediately advise the Board of Trustees and the Board of County Commissioners if your answers to any of these questions change?

Yes ☒ No

If no, please explain:

SIGNATURE:

Sylvester Griffin

Print Name:

Sylvester Griffin

151 Lake Meria Trl, Panama City FL

Residence Address

32409

Date: 12-12-23

FORM 1

STATEMENT OF
FINANCIAL INTERESTS

2022

Please print or type your name, mailing
address, agency name, and position below:

FOR OFFICE USE ONLY:

LAST NAME -- FIRST NAME -- MIDDLE NAME:

Khan Ashraf Misal

MAILING ADDRESS:

3141 East Highway 98

Panama City 32401 Bay

CITY:

ZIP:

COUNTY:

NAME OF AGENCY:

BAY MEDICAL CENTER BOARD OF TRUSTEES

NAME OF OFFICE OR POSITION HELD OR SOUGHT:

MEMBER OF BOARD OF TRUSTEES

CHECK ONLY IF ☐ CANDIDATE OR ☒ NEW EMPLOYEE OR APPOINTEE**** THIS SECTION MUST BE COMPLETED ****

DISCLOSURE PERIOD:

THIS STATEMENT REFLECTS YOUR FINANCIAL INTERESTS FOR CALENDAR YEAR ENDING DECEMBER 31, 2022.

MANNER OF CALCULATING REPORTABLE INTERESTS:

FILERS HAVE THE OPTION OF USING REPORTING THRESHOLDS THAT ARE ABSOLUTE DOLLAR VALUES, WHICH REQUIRES FEWER CALCULATIONS, OR USING COMPARATIVE THRESHOLDS, WHICH ARE USUALLY BASED ON PERCENTAGE VALUES (see instructions for further details). CHECK THE ONE YOU ARE USING (must check one):

☐ COMPARATIVE (PERCENTAGE) THRESHOLDS OR ☒ DOLLAR VALUE THRESHOLDS

PART A -- PRIMARY SOURCES OF INCOME (Major sources of income to the reporting person - See instructions)

(If you have nothing to report, write "none" or "n/a")

NAME OF SOURCE OF INCOME	SOURCE'S ADDRESS	DESCRIPTION OF THE SOURCE'S PRINCIPAL BUSINESS ACTIVITY
Ashraf Khan MD LLC	3141 E HWY 98 PC FL 32401	Medical Practice

PART B -- SECONDARY SOURCES OF INCOME

(Major customers, clients, and other sources of income to businesses owned by the reporting person - See instructions)

(If you have nothing to report, write "none" or "n/a")

NAME OF BUSINESS ENTITY	NAME OF MAJOR SOURCES OF BUSINESS' INCOME	ADDRESS OF SOURCE	PRINCIPAL BUSINESS ACTIVITY OF SOURCE
Ashraf Khan Family	Rental Income	3141 E HWY 98 PC	Rental Activity
Investments LLC		FL 32401	
dba AKFI LLC			

PART C -- REAL PROPERTY (Land, buildings owned by the reporting person - See instructions)

(If you have nothing to report, write "none" or "n/a")

6021 Hwy 231 Panama City FL 32404
429 S. Tyndall Pkwy Panama City FL 32404

You are not limited to the space on the lines on this form. Attach additional sheets, if necessary.

FILING INSTRUCTIONS for when and where to file this form are located at the bottom of page 2.

INSTRUCTIONS on who must file this form and how to fill it out begin on page 3.

PART D — INTANGIBLE PERSONAL PROPERTY [Stocks, bonds, certificates of deposit, etc. - See instructions]

(If you have nothing to report, write "none" or "n/a")

TYPE OF INTANGIBLE	BUSINESS ENTITY TO WHICH THE PROPERTY RELATES
Stocks	Personal
Investment account	Personal

PART E — LIABILITIES [Major debts - See instructions]

(If you have nothing to report, write "none" or "n/a")

NAME OF CREDITOR	ADDRESS OF CREDITOR
None	

PART F — INTERESTS IN SPECIFIED BUSINESSES [Ownership or positions in certain types of businesses - See instructions]

(If you have nothing to report, write "none" or "n/a")

	BUSINESS ENTITY # 1	BUSINESS ENTITY # 2
NAME OF BUSINESS ENTITY	Ashraf Khan MD LLC	Ashraf Khan Family Investments LLC
ADDRESS OF BUSINESS ENTITY	3141 E HWY 98 PC FL 32401	3141 E HWY 98 PC FL 32401
PRINCIPAL BUSINESS ACTIVITY	Medical Practice	Rental Income
POSITION HELD WITH ENTITY	President	President
I OWN MORE THAN A 5% INTEREST IN THE BUSINESS	Yes	Yes
NATURE OF MY OWNERSHIP INTEREST	Partner	Partner

PART G — TRAINING For elected municipal officers, appointed school superintendents, and commissioners of a community redevelopment agency created under Part III, Chapter 163 required to complete annual ethics training pursuant to section 112.3142, F.S.



I CERTIFY THAT I HAVE COMPLETED THE REQUIRED TRAINING.

IF ANY OF PARTS A THROUGH G ARE CONTINUED ON A SEPARATE SHEET, PLEASE CHECK HERE ☐

SIGNATURE OF FILER:

Signature:



Date Signed:

12/01/2023

CPA or ATTORNEY SIGNATURE ONLY

If a certified public accountant licensed under Chapter 473, or attorney in good standing with the Florida Bar prepared this form for you, he or she must complete the following statement:

I, _____, prepared the CE Form 1 in accordance with Section 112.3145, Florida Statutes, and the instructions to the form. Upon my reasonable knowledge and belief, the disclosure herein is true and correct.

CPA/Attorney Signature: _____

Date Signed: _____

FILING INSTRUCTIONS:

If you were mailed the form by the Commission on Ethics or a County Supervisor of Elections for your annual disclosure filing, return the form to that location. To determine what category your position falls under, see page 3 of instructions.

Local officers/employees file with the Supervisor of Elections of the county in which they permanently reside. (If you do not permanently reside in Florida, file with the Supervisor of the county where your agency has its headquarters.) Form 1 filers who file with the Supervisor of Elections may file by mail or email. Contact your Supervisor of Elections for the mailing address or email address to use. Do not email your form to the Commission on Ethics, it will be returned.

State officers or specified state employees who file with the Commission on Ethics may file by mail or email. To file by mail, send the completed form to P.O. Drawer 15709, Tallahassee, FL 32317-5709; physical address: 325 John Knox Rd, Bldg E, Ste 200, Tallahassee, FL 32303. To file with the Commission by email, scan your completed form and any attachments as a pdf (do not use any other format), send it to CEForm1@leg.state.fl.us and retain a copy for your records. Do not file by both mail and email. Choose only one filing method. Form 6s will not be accepted via email.

Candidates file this form together with their filing papers.

MULTIPLE FILING UNNECESSARY: A candidate who files a Form 1 with a qualifying officer is not required to file with the Commission or Supervisor of Elections.

WHEN TO FILE: Initially, each local officer/employee, state officer, and specified state employee must file **within 30 days** of the date of his or her appointment or of the beginning of employment. Appointees who must be confirmed by the Senate must file prior to confirmation, even if that is less than 30 days from the date of their appointment.

Candidates must file at the same time they file their qualifying papers.

Thereafter, file by July 1 following each calendar year in which they hold their positions.

Finally, file a final disclosure form (Form 1F) within 60 days of leaving office or employment. Filing a CE Form 1F (Final Statement of Financial Interests) does not relieve the filer of filing a CE Form 1 if the filer was in his or her position on December 31, 2022.

**BAY MEDICAL CENTER, A SPECIAL DISTRICT
(D/B/A BAY HEALTH FOUNDATION ("BHF"))
BOARD OF TRUSTEES MEMBERSHIP**

Conflict of Interest Questionnaire

Mission/Vision/Values

MISSION

The mission of Bay Health Foundation is to promote the health and well-being of Bay County residents.

VISION

Bay County residents have access to diverse and effective services whereby each person, irrespective of income or life circumstances, is able to achieve a healthy life-style and a life of health.

VALUES

- Stewardship
 - BHF is committed to the judicious management and use of the resources entrusted to us, and will faithfully pursue the opportunities and fulfill the obligations that form the basis of our purpose and mission. In addition, we will monitor the covenants related to the lease of the hospital facilities and ensure the fidelity of all agreements.
- Partnership
 - BHF will collaborate with other organizations in pursuit of our mission with the conviction that working together is the best way to achieve mutually desired outcomes and insure a lasting, positive impact on the health of the community.
- Learning
 - BHF is dedicated to a culture of continuous learning that uses data, research and experience to improve everything we do.
- Innovation
 - BHF seeks to be innovative in its service and open to supporting creative ideas and initiatives that address the complex challenges of the community's health.
- Trust
 - BHF will always seek to engender the trust and confidence of the County, its leaders and its residents.

Policy

The Florida Legislature has recognized the unique position of the Board of Trustees of Bay Medical Center, a special district (d/b/a Bay Health Foundation), and imposed specific conflict of interest restrictions upon members of the Board, in addition to the general standards of conduct applicable to all public officers in Florida. These restrictions are intended to instill in the citizens of Bay County the highest possible confidence in the individuals who serve on the Board of Trustees.

Questionnaire

You have expressed a willingness or interest in serving on the Board. For the nominating and confirming authorities to consider your qualifications, please answer the following questions taken directly from the bylaws of the Board of Trustees and the laws respecting public officers generally. For purposes of the questions below, "*Material interest*" means direct or indirect, legal, equitable or beneficial ownership of or interest in more than five (5) percent of the total assets or capital stock of any business entity. *Indirect ownership* includes without limitation ownership by a spouse or minor child.

1. Do you (individually or through any entity) have any economic or other interests in competition with the interests of the facilities, services or businesses operated or provided by the Bay Health Foundation and its affiliated organizations?

 Yes X No

If yes, please explain and describe interest:

2. Do you (individually or through any entity) have any economic or other interests (i.e contractual, legal etc . .) likely to create a continuing or frequently recurring conflict with the Bay Health Foundation or temptation to disregard the fiduciary duty you would owe the Bay Health Foundation and its affiliated organizations if appointed?

 Yes X No

If yes, please explain and describe interest:

3. Are you employed or serve as an officer or director of the Bay Health Foundation, or any entity controlled by the Bay Health Foundation?

 Yes X No

If yes, please list:

4. Are you employed by, hold a material interest in, or serve as an officer, director, manager of or business consultant or advisor to, any business entity operating or providing facilities or services the majority of which are in competition with the facilities or health care services operated or offered by the Bay Health Foundation?

 Yes X No

If yes, please explain:

5. Are you employed by, hold a material interest in, or serve as an officer, director, manager of or business consultant or advisor to, any business entity which is or has been in the previous two years the beneficiary of health care grant or services offered by the Bay Health Foundation?

 Yes X No

If yes, please explain:

6. Have you read the Guide to the Code of Ethics for the current year published by the Florida Commission on Ethics and if appointed will you agree to comply with the requirements explained there (prohibited gifts, employment, and business relationships; voting conflicts; financial disclosure; etc.) whenever they apply?

X Yes No

If no, please explain:

7. If appointed, will you agree during the term of your appointment to immediately advise the Board of Trustees and the Board of County Commissioners if your answers to any of these questions change?

X Yes No

If no, please explain:

SIGNATURE: Ashraf Khan

Print Name: Ashraf Khan

1431 North Star Ave Panama City FL 32404
Residence Address

Date: 12/1/2023

Mailing Address:

3141 E Hwy 98 Panama City FL 32401



Sacred Heart Bay

December 6, 2023

Mr. Jerry F. Sowell, Jr. - Chairman
Bay Health Foundation
11 Harrison Avenue, Unit E
Panama City, Florida 32401

RE: Ashraf M. Khan, MD

Dear Chairman Sowell,

As the Chief of Staff at Ascension Sacred Heart Bay, and on behalf of the executive medical staff, I wish to nominate Ashraf M. Khan, MD as the medical staff appointee (Medical Seat 8) to the Bay Medical Center - Special District Board of Trustees.

Please accept this letter as our formal nomination request.

Sincerely,

Joshua James, MD
Chief of Staff
Ascension Sacred Heart Bay

RG/JJ



Bay County Board of County Commissioners Agenda Item Summary

Storm Debris Collection

DEPARTMENT MAKING REQUEST/NAME:

County Manager's Office Robert J. Majka, County Manager

MEETING DATE: 1/17/2024

REQUESTED MOTION/ACTION:

Board: a) confirm approval of initial roadside debris collection beginning January 16th until January 23, 2024, in the designated storm debris pickup zones; and, b) allow citizens with identification and/or proof of residency within the affected zones to drop off their debris free of charge at the Steelfield Landfill from January 16th until February 16, 2024. Time extensions may be granted upon reevaluation and approval from the County Manager.

AGENDA

County Manager's Office - Consent

BUDGETED ITEM? No

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

BACKGROUND:

January 9, 2024, the citizens of Bay County were greatly affected by a significant weather event producing tornadoes in several areas throughout the County (see attached maps). The destruction caused by this storm was substantial and in order to help mitigate the debris, County staff will be providing residential roadside collections in the designated areas as well as allowing free of charge storm debris drop off at Steelfield Landfill for a limited time.

ATTACHMENTS:**Description**

Storm debris pick up zone map

Zone 1 map

Zone 2 map

Zone 3 map

Type

Exhibit

Exhibit

Exhibit

Exhibit

Storm Impacted Areas - Bay County, Florida

Storm Damage Locations

ADDRESS_ID	Parcel ID	ADDRESS	BUILDING	CITY
130933-967-000	4506	BAY POINT RD		UNINCORPORATED BAY
231578-000-000	3926	TREASURE CIR		UNINCORPORATED BAY
331428-020-000	4702	THOMAS DR	PANAMA CITY BEACH RV RESORT	UNINCORPORATED BAY
431576-000-000	3908	THOMAS DR		UNINCORPORATED BAY
528827-000-000	2702	W 20TH ST		PANAMA CITY
631428-028-010	4009	THOMAS DR		UNINCORPORATED BAY
729097-000-000	1520	MOLITOR AVE		PANAMA CITY
807852-030-000	3776	ATLANTIS DR		UNINCORPORATED BAY
931617-000-000	3932	THOMAS DR		UNINCORPORATED BAY
1005345-008-000	8811	SEMINOLE ST		UNINCORPORATED BAY
1105295-222-000	4933	DEERWOOD AVE		UNINCORPORATED BAY
1205167-040-000	5815	RED CLOUD CIR		UNINCORPORATED BAY
1305222-012-001	9502	JOAN RD		UNINCORPORATED BAY
1405167-070-000	5941	PIZA CIR		UNINCORPORATED BAY
1517875-000-000	916	LOUISIANA AVE		LYNN HAVEN
1631433-000-000	5121	GULF DR	SCHOONER RESTAURANT	UNINCORPORATED BAY
1705167-217-010	5927	PIZA CIR		UNINCORPORATED BAY
18	3500	St John St		SPRINGFIELD
1903783-000-001	3924	Resota Beach rd		UNINCORPORATED BAY
20	6600	Chipewa St		CALLAWAY
2106849-050-000	6404	CHIPEWA ST		CALLAWAY
2231526-000-000	2913	TREASURE CIR		UNINCORPORATED BAY
2305158-122-000	10441	HIGHWAY 2301		UNINCORPORATED BAY
2431428-040-000	3829	THOMAS DR		UNINCORPORATED BAY
2531688-000-000	4928	SPYGLASS DR		UNINCORPORATED BAY
2631438-010-000	4341	THOMAS DR		UNINCORPORATED BAY
2731635-000-000	4103	THOMAS DR	NEWBYS PACKAGE AND LOUNGE ON THOMAS DR CURVE	UNINCORPORATED BAY
2831618-212-000	4010	THOMAS DR	Point 38	UNINCORPORATED BAY
29	Thomas Dr - Point 33	Point 33		UNINCORPORATED BAY
3040001-500-030	4032	THOMAS DR	Point 39	UNINCORPORATED BAY
31	Point 32			UNINCORPORATED BAY
3231428-000-000	3605	THOMAS DR - Point 31	TREASURE SHIP	UNINCORPORATED BAY
3331428-000-000	3607	THOMAS DR - Point 30		UNINCORPORATED BAY
3432268-206-000	5323	THOMAS DR	Point 19	UNINCORPORATED BAY
3507801-020-045	3721	HIGHWAY 2321		UNINCORPORATED BAY
3631437-100-000	5004	THOMAS DR	TREASURE ISLAND RESORT CONDOMINIUMS	UNINCORPORATED BAY

Beach Area



Zone 1

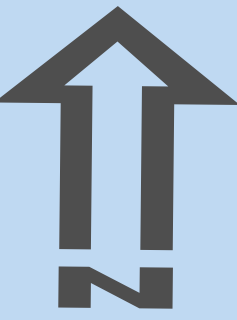
Zone 2

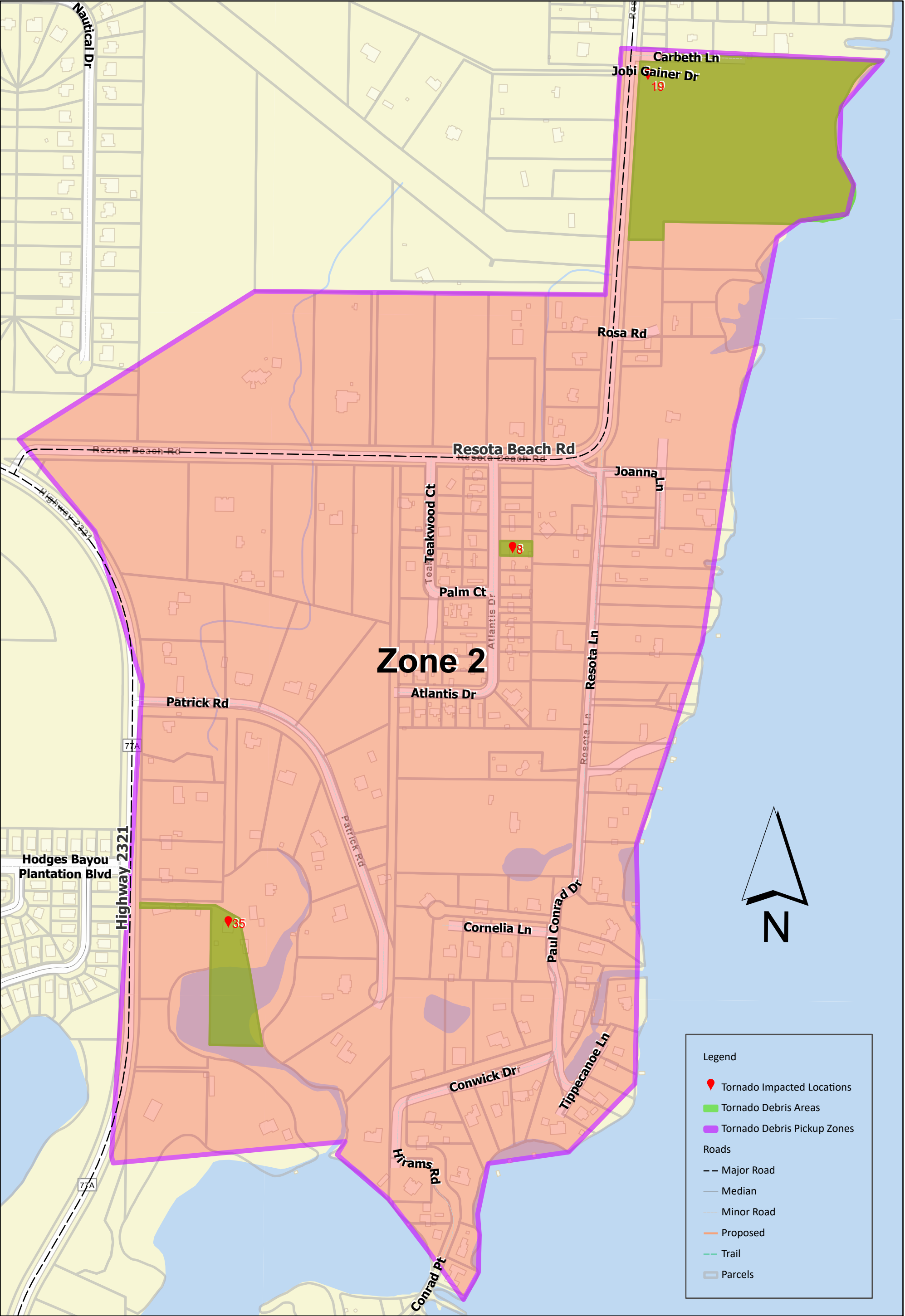
Zone 3

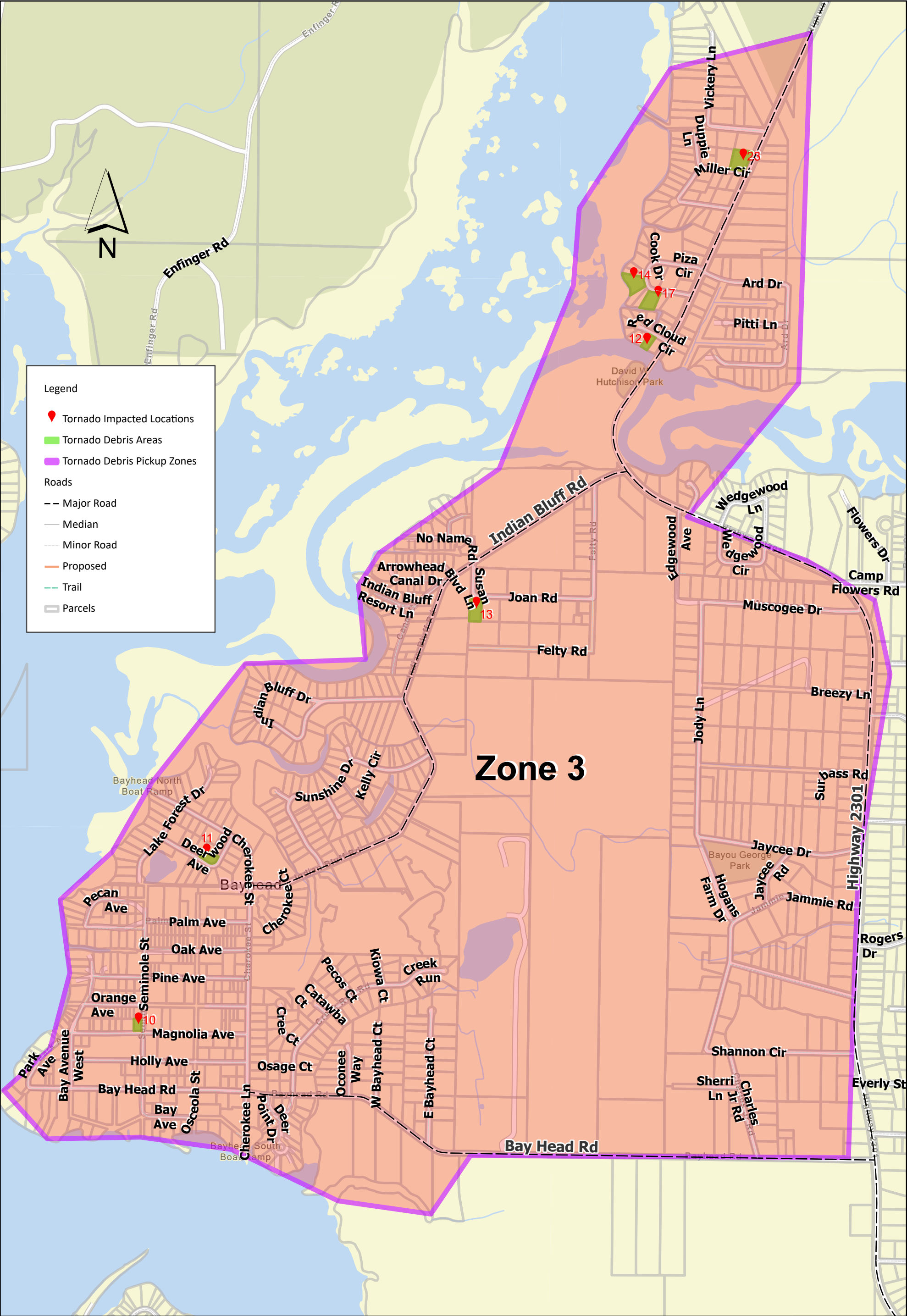
Legend

- Tornado Impacted Locations
- Tornado Debris Areas
- Tornado Debris Pickup Zones

- Roads
- Major Road
 - Median
 - Minor Road
 - Proposed
 - Trail







Storm Debris Pickup - Zone 3



Bay County Board of County Commissioners Agenda Item Summary

Holley Lane Maintenance Claim

DEPARTMENT MAKING REQUEST/NAME:

Public Works Department Keith Bryant, P.E., PTOE, Chief
Infrastructure Officer

MEETING

DATE: 1/17/2024

REQUESTED MOTION/ACTION:

Board: a) accept and approve a maintenance claim of Holley Lane; and, b) authorize the chairman to sign the maintenance claim map and record with the clerk of the court.

AGENDA

Public Works - Consent

BUDGETED ITEM? N/A

BUDGET ACTION:

N/A

FINANCIAL IMPACT SUMMARY STATEMENT:

N/A

BACKGROUND:

Holley Lane is a long-term county maintained road. As part of a parcel conveyance to Panama City Beach at the Holley Lane and McElvery Road intersection, Bay County is confirming its maintenance of this section of roadway (**Exhibit 1**). The purpose of this maintenance claim is to document and record this section of Holley Lane as vested in Bay County's name.

The right-of-way maintenance claim meets the requirements of F.S. 95.361. The maintenance claim map is prepared and reviewed by Bay County staff (**Exhibit 2**).

ATTACHMENTS:**Description**

Holley Lane Maintenance Claim Exhibit 1

Holley Lane ROW Exhibit 2

Type

Exhibit

Exhibit

NW. CORNER OF
THE NORTH 1/2 OF
THE NE. 1/4 OF
THE SE.1/4 OF
SECTION 32-T3S-R15W

S.89°32'52"E.
30.00'

HOLLEY LANE (EAST SIDE)
30 FEET WIDE RIGHT-OF-WAY

THE WEST 30 FEET OF THE NORTH 1/2 OF
THE NORTHEAST 1/4 OF THE SOUTHEAST
1/4 AND THE NORTH 45 FEET OF THE WEST
30 FEET OF THE SOUTH 1/2 OF THE
NORTHEAST 1/4 OF THE SOUTHEAST 1/4
ALL LYING IN SECTION 32, TOWNSHIP 3
SOUTH, RANGE 15 WEST, BAY COUNTY,
FLORIDA.

SURVEYOR'S NOTES:

- 1. THE UNDERSIGNED SURVEYOR HAD NOT BEEN PROVIDED A CURRENT TITLE OPINION OR ABSTRACT OF MATTERS AFFECTING THE TITLE OR BOUNDARY TO THE SUBJECT PROPERTY. IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS OR OTHER INSTRUMENTS THAT COULD AFFECT THE BOUNDARIES.
- 2. THE MINIMUM HORIZONTAL ACCURACY FOR THIS SKETCH AND DESCRIPTION, IS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05 OF THE FLORIDA ADMINISTRATION CODE, THE MAP AND MEASUREMENT METHODS USED FOR THIS MAP MEET OR EXCEED THIS REQUIREMENT. THE DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
- 3. RECORD AND/OR PLAT DISTANCES AND BEARINGS ARE SHOWN IN PARENTHESIS.
- 4. NO SUB SURFACE FOUNDATIONS OR IMPROVEMENTS HAVE BEEN LOCATED.
- 5. THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 2011

HOLLY STREET
COMMERCIAL PARK
PB 16, PG 83

McELVEY ROAD
60' R/W (P)

HOLLY STREET
COMMERCIAL PARK
PB 16, PG 83

WEST SIDE OF HOLLEY LANE ~ 30' ROW PER ORB. 1069 PG. 1892

60'

N.00° 36' 29"W. ~ 706.04'

HOLLEY LANE EXISTING 30' R/W

HOLLEY LANE PROPOSED 30' R/W

CENTERLINE OF HOLLEY LANE ON WEST BOUNDARY OF
THE NE. 1/4 OF THE SE.1/4 OF SECTION 32-T3S-R15W

EAST SIDE OF HOLLEY LANE ~ PROPOSED 30' ROW

S.W. CORNER OF THE N. 1/2 OF THE N.E. 1/4 OF
THE S.E. 1/4 OF SECTION 32-T3S-R15W

S89° 32' 40"E

McELVEY ROAD ~ 45' R/W

S89° 32' 40"E

45' R/W PER:
PLAT BOOK 15 PG 14
PLAT BOOK 16 PG 19
PLAT BOOK 16 PG 83
40' R/W PER:
ORB.1069, PG.1891

N.89°32'40"W. ~ 30.00'
(THE SOUTH BOUNDARY
OF THE NORTH 45 FEET
OF THE WEST 30 FEET
OF THE SOUTH 1/2 OF
THE NORTHEAST 1/4 OF
THE SOUTHEAST 1/4 OF
SECTION 20- T3S-R15W)

SKETCH OF DESCRIPTION ~ NOT A SURVEY

SYMBOLS AND ABBREVIATIONS THAT
MAY APPEAR ON THIS MAP

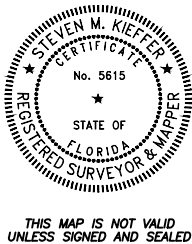
R/W RIGHT OF WAY	□ SET 4x4 CM #5615
△ DELTA	° DEGREES
D DEGREE OF CURVATURE	' FEET OR MINUTES
C CHORD LENGTH	" SECONDS
CM CONCRETE MONUMENT	P.C POINT OF CURVATURE (BEGIN)
T TANGENT LENGTH	P.T POINT OF TANGENCY (END CURVE)
A ARC LENGTH	() RECORDED BEARING AND/OR DISTANCE
R RADIUS	P: PLAT FDOT
N. NORTH	FDOT: FLORIDA DEPARTMENT OF TRANSPORTATION
S. SOUTH	
E. EAST	
W. WEST	
ORB. OFFICIAL RECORD BOOK	
PG. PAGE	

BAY COUNTY PUBLIC WORKS DEPARTMENT

ENGINEERING DIVISION
BAY COUNTY GOVERNMENT CENTER
840 W. 11th STREET
PANAMA CITY, FL 32401 PHONE: (850) 248-8301
STEVEN M. KIEFFER, P.S.M. #5615

THE UNDERSIGNED, FLORIDA LAND SURVEYOR NO. 5615, HEREBY CERTIFIES THE SURVEY AND/OR INFORMATION SHOWN HEREON MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA, CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

MAP OF	SKETCH & DESCRIPTION	SCALE	1"=100'
SURVEYED	N/A	DRAWN	DBP/20 NOV. 23 IMPROVEMENTS N/A
PROJECT	N/A		
REVISED			
REVISED			
SOURCE OF INFORMATION	PLAT BOOK 15 PG.14; PLAT BOOK 16 PG.19; PLAT BOOK 16 PG.83		
	ORB.1069, PG.1891		
BEARING REFERENCE	FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH ZONE		
ELEVATION REFERENCE			
F.B.	N/A	PG.	N/A
JOB NO.	N/A	SHEET	1 OF 1 SHEETS



EAST SIDE OF HOLLEY LANE FROM MCELVEY ROAD TO 661 FEET NORTH

VICINITY SKETCH AND RIGHT OF WAY LOCATION MAP

All that property lying within the following right-of-way limits on the East side of Holley Lane as shown on the attached sketch and description



BE IT KNOWN that, the road shown hereon is vested in Bay County, Florida, by virtue of Chapter 95.361 of the Florida Statutes.

This _____ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS
BAY COUNTY, FLORIDA

By _____
TOMMY HAMM, CHAIRMAN

ATTEST:

Clerk, Circuit Court of Bay County, Florida

Approved as to correctness of form:

Bay County Attorney



Bay County Board of County Commissioners Agenda Item Summary

Water Treatment Plant Underdrain System

DEPARTMENT MAKING REQUEST/NAME:

Utility Services Department Bobby Gibbs, Director

MEETING DATE: 1/17/2024

REQUESTED MOTION/ACTION:

Board: a) approve change order number 1 on PO 20230641 with Westech Engineering, LLC to increase the project cost by \$736,468.00 for filter #4 replacement, and b) authorize the chairman to execute the agreement and make any necessary modifications as approved by the county attorney.

AGENDA

Utility Services -
Consent

BUDGETED ITEM? No**BUDGET ACTION:**

REALLOCATE FUNDS FROM FUND 401; DEPARTMENT 0408, RENEW AND
REPLACE -ACCOUNT 5606382

FINANCIAL IMPACT SUMMARY STATEMENT:

N/A

BACKGROUND:

On August 1, 2023, the Board awarded the multiblock underdrain and filter troughs project to WesTech in a not to exceed amount of \$1.5 million.

The filter underdrain system for filter #4 is exhibiting the same conditions seen prior to the failure of filters #6 and #8. Filter #4 is expected to experience complete failure within the next 4-6 months.

Staff recommends that we increase the project cost by \$736,468.00 for filter #4 replacement with the attached change order (**Exhibit 1**) and sign the proposal (**Exhibit 2**).

ATTACHMENTS:**Description**

Exhibit 1

Exhibit 2

Type

Exhibit

Exhibit



CHANGE ORDER

NUMBER: 01

PROJECT: Water Treatment Plant Multiblock Underdrain Replacement

DATE OF ISSUANCE: 01/03/2024

EFFECTIVE DATE: 01/03/2024

OWNER: Bay County Board of County Commissioners

OWNER'S Contract Number: PO 20230641

CONTRACTOR: DBA Westech Engineering, LLC

You are directed to make the following changes in the Contract Documents:

Description: Increase project cost

Reason for Change Order: Filter #4 is expected to experience a complete failure within the next four to six months.

Attachments: (List documents supporting change) Proposal 145439 R2

Change in Contract Price Original Contract Price \$1,500,000.00	Change in Contract Time Original Contract Times Substantial Completion: February 29, 2024 Ready for final payment: N/A Days or dates -
Net changes from previous Change Order(s) No N/A to No N/A N/A	Net changes from previous Change Order(s) No to No Days
Contract Price prior to this Change Order 1,500,000.00	Contract Times prior to this Change Order Substantial Completion: February 29, 2024 Ready for final payment: February 29, 2024
Net Increase (decrease) of this Change Order \$736,468.00	Net Increase (decrease) of this Change Order Ninety- one Days
Contract Price with all approved Change Orders \$2,236,468.00	Contract Times with all approved Change Orders Substantial Completion: June 1, 2024 Ready for final payment: June 1, 2024 Days or dates

Recommended:

By: [Signature]
Engineer (Authorized Signature)

Date: 1/4/24

Approved:

By: [Signature]
Owner (Authorized Signature)

Date: 1/4/24

Accepted:

By: [Signature]
Contractor (Authorized Signature)

Date: January 3, 2024

Department:

By: [Signature]

Date: 1/4/24

Or use form EJCLC No. 1910-8-B (1990 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America.



Bay County, FL

MultiBlock Underdrain Replacement

Bay County, FL

Owner

Bay County WTP
3422 Transmitter Road
Panama City, FL 32404
Sean Lathrop
Phone: (850) 630-1954
Email: slathrop@baycountyfl.gov

Contact

Eric DiSantis
edisantis@westech-inc.com
(847) 775-2410

David LeBlanc

dleblanc@westech-inc.com
774-272-2518

Representative

Corey Hagemann
The TDH Company
3225 Shallowford Road
Marietta, GA 30062
(770) 509-1808
CHAGEMANN@TDHCO.COM



Proposal Number: 145439_R2
Friday, December 15, 2023



Table of Contents

Technical Proposal

Item A – Underdrains, Filter Media and Collection Troughs for One (1) 25'-0" W x 35'-0" L Concrete Gravity Filter including collection troughs

Item B – Commissioning Services

Item C - Installation of components as described herein for One (1) 25'-0" W x 35'-0" L Concrete Gravity Filter

Clarifications and Exceptions

Commercial Proposal

- Bidder's Contact Information

- Pricing

- Payment Terms

- Schedule

- Freight

Warranty

Terms & Conditions

Technical Proposal

Item A – Underdrains, Filter Media and Collection Troughs for One (1) 25'-0" x 35'-0" Concrete Gravity Filter

Scope of Supply

WesTech shall supply components listed below to refurbish One (1) 25'-0" X 35'-0" Concrete Gravity Filter, Serial No. 100650.

Scope of Work

Item	Value/Description
Item A: Multiblock Underdrains	<ul style="list-style-type: none">• Quant. 210 – Multiblk, Assm, 008 Slot, Std, Full• Quant. 35 - Multiblk, Assm, 008 Slot, 20.25 Spig• Quant. 35 - Multiblk, Assm, 008 Slot, 20.25 Bell• Quant. 35 - Multiblk, Assm, 008 Slot, Flm 5 DIAX 4, Full• Quant. 70 – Plug, Multiblock End, 12 X 12 Nom Size• Quant. 1 – Adhesive Sealant, 4.5 GAL. Pail, Black• Quant 34 – Anchor Multiblock Rebar, Flume• Quant. 36 – Strip Multiblock Grout Retnr
Item A-2: Filter Media	<ul style="list-style-type: none">• 1,325 CUFT – Anthracite, 1.0 – 1.1 MM• 884 CUFT – Silica Sand, 0.35 – 0.45 MM
Item A-3: Wash Troughs	<ul style="list-style-type: none">• Five (5) Stainless steel Wash water collection troughs, 21" W x 22" D 304 SS closed one end, open other end with protrusion for foundation. General Filter ESSD (Engineered Stainless Steel Design) furnished in Mill finish. Note that they may have visual burn marks and discoloring

Additional Information

- Warranty: One (1) year
- The parts will be replacements for the Multiblock components supplied on job 100650. For a submittal package, WesTech will provide a general arrangement drawing and any updated cutsheets.
- The media will be supplied in super sacks.
- More information may be required to understand existing equipment conditions and design for the wash water collection troughs.

Item B – Commissioning Services for One (1) 25'-0" x 35'-0" Concrete Gravity Filter

Item B: Commissioning Service	<ul style="list-style-type: none"> • One Trip 3 days onsite, 2 travel days one technician. • Startup/commissioning services • Includes travel and living expenses. • Additional days on site will be \$2,100 day
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Item C – Installation of components described herein for One (1) 25'-0" x 35'-0" Concrete Gravity Filter

Scope of Work

Item	Value/Description
Item C: Installation	<ul style="list-style-type: none"> • Insurance Floater • Mobilization of Labor and Equipment to the Jobsite • Provide Chemical Toilet for the Workers • Provide Dumpster for Construction Generated Waste • Provide Lift Equipment to Complete the Project • Schedule and off-loading-inbound materials • Demolition of Existing Multiblock underdrain system • Demolition of the existing fiberglass wash troughs and supports • Saw cutting gullet wall at wash water trough pass through location – totaling five areas • Dispose of Demolition Materials in provided dumpster • Prep Interior Basin for New Multiblock • Confirm condition of existing Air Distribution piping • Pneumatic and Hydraulic cleaning of internals of Filter Basin

- Furnishing and Repairing Three Expansion Joints in Basin
 - Assembly and Installation of Multiblock Underdrains
 - Wet Curing Grout 96 Hours
 - Testing Core Break sample to confirm <3,000 psi
 - Furnishing a crane to hoist new troughs
 - Installing five (5) provided stainless steel wash water troughs per filter
 - Forming and pouring at wash water trough pass through to waste gullet using non-shrink grout (Sika 328, NSF certified).
 - Prepare for Hydraulic/Pneumatic Testing
 - Remove forms from wash water troughs
 - Commission Testing
 - Media Installation
 - Sterilization of Filter Basin (By Owner)
- Clean-up and Demobilization
NOTE: Scope does not include removing any filter media or its disposal which is assumed to be completed by the owner (Bay County) as with the previous filter.

NOTE: Pricing and lead time for this proposal is contingent upon the following expectation:
Filter 4 demolition will be completed after Filters 6 & 8 are online with no lag time between demolition of Filter 4 and installation of Filter 6 & 8 (including Owner media removal)

Item D – Insurance Floater

Installation Floater insurance to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by WesTech, including off-site storage, transit, and installation.

The coverage will be sufficient for full replacement value of the property, repairs, additions or equipment being installed, otherwise being handled or stored on or off premises.

Item E - Freight

Items Not Included in WesTech's Base Scope of Supply

- All underground and interconnecting piping, filter face piping and fittings, pipe supports, wall inserts or sleeves, Dresser or flexible couplings, hangers, valves, pneumatic tubing from air

compressor to filter batteries, air release piping and valves, sampling lines and sinks, small pressure water supply piping, field work of piping (i.e., drilling and tapping for instrumentation) and flow meters.

- Interconnection wiring and conduit
- Cathodic protection systems
- All chemical feeders, feed lines, chemicals, tanks, labor and procedures for the disinfection of equipment, laboratory test equipment
- Motor control center, motor starters, disconnects, electrical wiring and conduit, connection of electrical wiring to terminals within WesTech's control panels, telemetering equipment, turbidity monitoring equipment, supports for controls
- SCADA System
- All pumps, air compressors, dryers, operating and start-up lubricants
- Any equipment or service not listed in this proposal

Clarifications and Exceptions

General Clarifications

Terms & Conditions: This proposal, including all terms and conditions contained herein, shall become part of any resulting contract or purchase order. Changes to any terms and conditions, including but not limited to submittal and shipment days, payment terms, and escalation clause shall be negotiated at order placement, otherwise the proposal terms and conditions contained herein shall apply.

Paint: If your equipment has paint included in the price, please take note to the following. Primer paints are designed to provide only a minimal protection from the time of application (usually for a period not to exceed 30 days). Therefore, it is imperative that the finish coat be applied within 30 days of shipment on all shop primed surfaces. Without the protection of the final coatings, primer degradation may occur after this period, which in turn may require renewed surface preparation and coating. If it is impractical or impossible to coat primed surfaces within the suggested time frame, WesTech strongly recommends the supply of bare metal, with surface preparation and coating performed in the field. All field surface preparation, field paint, touch-up, and repair to shop painted surfaces are not by WesTech.

Escalation: If between the proposal date and actual procurement and through no fault of the Seller, the relevant cost of labor, material, freight, tariffs, and other Seller costs combined relating to the contract, increase by greater than 2.5% of the overall contract price, then the contract price shall be subject to escalation and increased. Such increase shall be verified by documentation and the amount of contract price escalation shall be calculated as either the actual increased cost to the Seller or, if agreed by the Parties, the equivalent increase of a relevant industry recognized third-party index, and in both cases without any additional profit or margin being added.

USA Tariffs and Current Trade Laws: All prices are based on current USA and North America tariffs and trade laws/agreements at time of bid. Any changes in costs due to USA Tariffs and trade laws/agreements will be passed through to the purchaser at cost.

Exceptions

Not applicable

Commercial Proposal

Proposal Name: Bay County, FL

Proposal Number: 145439

Friday, December 15, 2023

1. Bidder's Contact Information

Company Name	WesTech Engineering, LLC
Primary Contact Name	Eric DiSantis
Phone	(847) 775-2410
Email	edisantis@westech-inc.com
Address: Number/Street	3665 S West Temple
Address: City, State, Zip	Salt Lake City, UT 84115

2. Pricing

Currency: USD

Scope of Supply

A	Multiblock underdrains and filter media	\$230,971
B	Commissioning Services	\$10,267
C	Installation of components described herein.	\$426,900
D.	Floater insurance	\$50,000
E.	Estimated freight	\$18,330
	Total	\$736,468
	Taxes (sales, use, VAT, IVA, IGV, duties, import fees, etc.)	Not Included

Prices are valid for a period not to exceed 30 days from date of proposal.

Additional Field Service

Daily Rate (Applicable Only to Field Service Not Included in Scope)	\$2,100
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Pricing does not include field service unless noted in scope of supply, but is available at the daily rate plus expenses. The greater of a two week notice or visa procurement time is required prior to departure date. Our field service policy can be provided upon request for more details.

3. Payment Terms (Can be Negotiated)

Equipment: Stored Materials Delivered and onsite	100%
Service: Due Net 45 after completion of service	100%

All payments are net 45 days. Partial shipments are allowed. An approved Letter of Credit is required if Incoterms CIF, CFR, DAP, CIP, or CPT are applicable. Other terms per WesTech proforma invoice. Please note that the advising bank must be named as: Wells Fargo Bank, International Department, 9000 Flair Drive, 3rd Floor, El Monte, California 91731, USA.

4. Schedule

Equipment: Ready to Ship after PO Acceptance and Contract Execution	18 weeks
Installation: Complete, after commencement of work	3 weeks

*If a submittal is required, WesTech can provide an updated proposal with the increased lead time for the submittal. Project schedule will be extended to account for time associated with receipt of customer submittal approval.

* Supply chain issues could affect the above estimated schedule due to the quantities on this proposal

5. Freight

Domestic	FOB Shipping Point - Full Freight Allowed to Jobsite (FSP-FFA)	
From	Final Destination	Number of Trucks or Containers
WesTech Shops	Bay County, Florida	TBD

One-Year Warranty

WesTech is meeting a global need for clean water through technology treatment solutions. We are proud that the equipment and systems we design, build, maintain, and operate are making the world a better place and creating a more sustainable environment for future generations.

Equipment manufactured or sold by WesTech Engineering, LLC, once paid for in full, is backed by the following warranty:

Subject to the terms below, WesTech warrants all new equipment manufactured or sold by WesTech Engineering, LLC to be unencumbered and free from defects in material and workmanship, and WesTech will replace or repair, F.O.B. its factories or other location it chooses, any part or parts returned to WesTech which WesTech's examination and analysis determine have failed within the warranty period because of defects in material and workmanship. The warranty period is either, one calendar year immediately following start-up, or eighteen (18) months from when WesTech sent its ready-to-ship notification to the purchaser, whichever expires sooner. All repair or replacement parts qualifying under this warranty shall be free of charge. Purchaser will provide timely written notice to WesTech of any defects it believes should be repaired or replaced under this warranty. WesTech will reject as untimely any warranty defect claim that purchaser submits more than thirty (30) days after the possible warranty defect first occurred. Unless specifically stated otherwise, this warranty does not cover normal wear or consumables. This warranty is not transferable. This warranty shall be void and shall not apply where the equipment or any part thereof

- (a) has been dismantled, modified, repaired or connected to other equipment, outside of a WesTech factory, or without WesTech's written approval, or
- (b) has not been installed in complete adherence to all WesTech's or parts manufacturer's requirements, recommendations, and procedures, or
- (c) has been subject to misuse, abuse, neglect, or accident, or has not at all times been operated and maintained in strict compliance with all of WesTech's requirements and recommendations therefor, including, but not limited to, the relevant WesTech Operations & Maintenance Manual and any other of WesTech's specified guidelines & procedures, or
- (d) has been subject to force majeure events; use of chemicals not approved in writing by WesTech; electrical surges; overloading; significant power, water or feed supply fluctuations; or non-compliance with agreed feedwater or chemical volumes, specifications or procedures.

In any case where a part or component of equipment under this warranty is or may be faulty and the component or part is also covered under the warranty of a third party then the purchaser shall provide reasonable assistance to first pursue a claim under the third-party warranty before making a claim under this warranty from WesTech. WesTech Engineering, LLC gives no warranty with respect to parts, accessories, or components purchased other than through WesTech. The warranties which apply to such items are those offered by the respective manufacturers.

This warranty is expressly given by WesTech and accepted by purchaser in lieu of all other warranties whether written, oral, express, implied, statutory or otherwise, including without limitation, warranties of merchantability and fitness for particular purpose. WesTech neither accepts nor authorizes any other

person to assume for it any other liability with respect to its equipment. WesTech shall not be liable for normal wear and tear, corrosion, or any contingent, incidental, or consequential damage or expense due to partial or complete inoperability of its equipment for any reason whatsoever. The purchaser's exclusive and only remedy for breach of this warranty shall be the repair and or replacement of the defective part or parts within a reasonable time of WesTech's accepting the validity of a warranty claim made by the purchaser.

Terms & Conditions

Terms and Conditions appearing in any order based on this proposal which are inconsistent herewith shall not be binding on WesTech Engineering, LLC. The sale and purchase of equipment described herein shall be governed exclusively by the foregoing proposal and the following provisions:

1. SPECIFICATIONS: WesTech Engineering, LLC is furnishing its standard equipment as outlined in the proposal and as will be covered by final approved drawings. The equipment may not be in strict compliance with the Engineer's/Owner's plans, specifications, or addenda as there may be deviations. The equipment will, however, meet the general intention of the mechanical specifications of these documents.

2. ITEMS INCLUDED: This proposal includes only the equipment specified herein and does not include erection, installation, accessories, nor associated materials such as controls, piping, etc., unless specifically listed.

3. PARTIES TO CONTRACT: WesTech Engineering, LLC is not a party to or bound by the terms of any contract between WesTech Engineering, LLC's customer and any other party. WesTech Engineering, LLC's undertakings are limited to those defined in the contract between WesTech Engineering, LLC and its direct customers.

4. PRICE AND DELIVERY: All selling prices quoted are subject to change without notice after 30 days from the date of this proposal unless specified otherwise. Unless otherwise stated, all prices are F.O.B. WesTech Engineering, LLC or its supplier's shipping points. All claims for damage, delay or shortage arising from such equipment shall be made by Purchaser directly against the carrier. When shipments are quoted F.O.B. job site or other designation, Purchaser shall inspect the equipment shipped, notifying WesTech Engineering, LLC of any damage or shortage within forty-eight hours of receipt, and failure to so notify WesTech Engineering, LLC shall constitute acceptance by Purchaser, relieving WesTech Engineering, LLC of any liability for shipping damages or shortages.

5. PAYMENTS: All invoices are net 30 days. Delinquencies are subject to a 1.5 percent service charge per month or the maximum permitted by law, whichever is less on all past due accounts. Pro rata payments are due as shipments are made. If shipments are delayed by the Purchaser, invoices shall be sent on the date when WesTech Engineering, LLC is prepared to make shipment and payment shall become due under standard invoicing terms. If the work to be performed hereunder is delayed by the Purchaser, payments shall be based on the purchase price and percentage of completion. Products held for the Purchaser shall be at the risk and expense of the Purchaser. Unless specifically stated otherwise, prices quoted are for equipment only. These terms are independent of and not contingent upon the time and manner in which the Purchaser receives payment from the owner.

6. PAYMENT TERMS: Credit is subject to acceptance by WesTech Engineering, LLC's Credit Department. If the financial condition of the Purchaser at any time is such as to give WesTech Engineering, LLC, in its judgment, doubt concerning the Purchaser's ability to pay, WesTech Engineering, LLC may require full or partial payment in advance or may suspend any further deliveries or continuance of the work to be performed by the WesTech Engineering, LLC until such payment has been received.

7. ESCALATION: If between the proposal date and actual procurement and through no fault of the Seller, the relevant cost of labor, material, freight, tariffs, and other Seller costs combined relating to the contract, increase by greater than 2.5% of the overall contract price, then the contract price shall be subject to escalation and increased. Such increase shall be verified by documentation and the amount of contract price escalation shall be calculated as either the actual increased cost to the Seller or, if agreed by the Parties, the equivalent increase of a relevant industry recognized third-

party index, and in both cases without any additional profit or margin being added.

8. APPROVAL: If approval of equipment submittals by Purchaser or others is required, a condition precedent to WesTech Engineering, LLC supplying any equipment shall be such complete approval.

9. INSTALLATION SUPERVISION: Prices quoted for equipment do not include installation supervision. WesTech Engineering, LLC recommends and will, upon request, make available, at WesTech Engineering, LLC's then current rate, an experienced installation supervisor to act as the Purchaser's employee and agent to supervise installation of the equipment. Purchaser shall at its sole expense furnish all necessary labor equipment, and materials needed for installation.

Responsibility for proper operation of equipment, if not installed by WesTech Engineering, LLC or installed in accordance with WesTech Engineering, LLC's instructions, and inspected and accepted in writing by WesTech Engineering, LLC, rests entirely with Purchaser; and any work performed by WesTech Engineering, LLC personnel in making adjustment or changes must be paid for at WesTech Engineering, LLC's then current per diem rates plus living and traveling expenses.

WesTech Engineering, LLC will supply the safety devices described in this proposal or shown in WesTech Engineering, LLC's drawings furnished as part of this order but excepting these, WesTech Engineering, LLC shall not be required to supply or install any safety devices whether required by law or otherwise. The Purchaser hereby agrees to indemnify and hold harmless WesTech Engineering, LLC from any claims or losses arising due to alleged or actual insufficiency or inadequacy of the safety devices offered or supplied hereunder, whether specified by WesTech Engineering, LLC or Purchaser, and from any damage resulting from the use of the equipment supplied hereunder.

10. ACCEPTANCE OF PRODUCTS: Products will be deemed accepted without any claim by Purchaser unless written notice of non-acceptance is received by WesTech Engineering, LLC within 30 days of delivery if shipped F.O.B. point of shipment, or 48 hours of delivery if shipped F.O.B. point of destination. Such written notice shall not be considered received by WesTech Engineering, LLC unless it is accompanied by all freight bills for said shipment, with Purchaser's notations as to damages, shortages and conditions of equipment, containers, and seals. Non-accepted products are subject to the return policy stated below.

11. TAXES: Any federal, state, or local sales, use or other taxes applicable to this transaction, unless specifically included in the price, shall be for Purchaser's account.

12. TITLE: The equipment specified herein, and any replacements or substitutes therefore shall, regardless of the manner in which affixed to or used in connection with realty, remain the sole and personal property of WesTech Engineering, LLC until the full purchase price has been paid. Purchaser agrees to do all things necessary to protect and maintain WesTech Engineering, LLC's title and interest in and to such equipment; and upon Purchaser's default, WesTech Engineering, LLC may retain as liquidated damages any and all partial payments made and shall be free to enter the premises where such equipment is located and remove the same as its property without prejudice to any further claims on account of damages or loss which WesTech Engineering, LLC may suffer from any cause.

13. INSURANCE: From date of shipment until the invoice is paid in full, Purchaser agrees to provide and maintain at its expense, but for WesTech Engineering, LLC's benefit, adequate insurance including, but not limited

to, builders risk insurance on the equipment against any loss of any nature whatsoever.

14. SHIPMENTS: Any shipment of delivery dates recited represent WesTech Engineering, LLC's best estimate but no liability, direct or indirect, is assumed by WesTech Engineering, LLC for failure to ship or deliver on such dates.

WesTech Engineering, LLC shall have the right to make partial shipments; and invoices covering the same shall be due and payable by Purchaser in accordance with the payment terms thereof. If Purchaser defaults in any payment when due hereunder, WesTech Engineering, LLC may, without incurring any liability therefore to Purchaser or Purchaser's customers, declare all payments immediately due and payable with maximum legal interest thereon from due date of said payment, and at its option, stop all further work and shipments until all past due payments have been made, and/or require that any further deliveries be paid for prior to shipment.

If Purchaser requests postponements of shipments, the purchase price shall be due and payable upon notice from WesTech Engineering, LLC that the equipment is ready for shipment; and thereafter any storage or other charge WesTech Engineering, LLC incurs on account of the equipment shall be for the Purchaser's account.

If delivery is specified at a point other than WesTech Engineering, LLC or its supplier's shipping points, and delivery is postponed or prevented by strike, accident, embargo, or other cause beyond WesTech Engineering, LLC's reasonable control and occurring at a location other than WesTech Engineering, LLC or its supplier's shipping points, WesTech Engineering, LLC assumes no liability in delivery delay. If Purchaser refuses such delivery, WesTech Engineering, LLC may store the equipment at Purchaser's expense. For all purposes of this agreement such tender of delivery or storage shall constitute delivery.

15. WARRANTY: WesTech Engineering, LLC warrants equipment it supplies only in accordance with the attached WesTech Warranty. This warranty is expressly given by WesTech and accepted by purchaser in lieu of all other warranties whether written, oral, express, implied, statutory or otherwise, including without limitation, warranties of merchantability and fitness for particular purpose. WesTech neither accepts nor authorizes any other person to assume for it any other liability with respect to its equipment. WesTech shall not be liable for normal wear and tear, corrosion, or any contingent, incidental, or consequential damage or expense due to partial or complete inoperability of its equipment for any reason whatsoever. The purchaser's exclusive and only remedy for breach of this warranty shall be the repair and or replacement of the defective part or parts within a reasonable time of WesTech's accepting the validity of a warranty claim made by the purchaser.

16. PATENTS: WesTech Engineering, LLC agrees that it will, at its own expense, defend all suits or proceedings instituted against Purchaser and pay any award of damages assessed against it in such suits or proceedings, so far as the same are based on any claim that the said equipment or any part thereof constitutes an infringement of any apparatus patent of the United States issued at the date of this Agreement, provided WesTech Engineering, LLC is given prompt notice in writing of the institution or threatened institution of any suit or proceeding and is given full control of the defense, settlement, or compromise of any such action; and Purchaser agrees to give WesTech Engineering, LLC needed information, assistance, and authority to enable WesTech Engineering, LLC so to do. In the event said equipment is held or conceded to infringe such a patent, WesTech Engineering, LLC shall have the right at its sole option and expense to a) modify the equipment to be non-infringing, b) obtain for Purchaser the license to continue using said equipment, or c) accept return of the equipment and refund to the Purchaser the purchase price thereof less a reasonable charge for the use thereof. WesTech Engineering, LLC will reimburse Purchaser for actual out-of-pocket expenses, exclusive of legal fees, incurred in preparing such information and rendering such assistance

at WesTech Engineering, LLC's request. The foregoing states the entire liability of WesTech Engineering, LLC, with respect to patent infringement; and except as otherwise agreed to in writing, WesTech Engineering, LLC assumes no responsibility for process patent infringement.

17. SURFACE PREPARATION AND PAINTING: If furnished, shop primer paint is intended to serve only as minimal protective finish. WesTech Engineering, LLC will not be responsible for the condition of primed or finish painted surfaces after equipment leaves its shops. Purchasers are invited to inspect paint in shops for proper preparation and application prior to shipment. WesTech Engineering, LLC assumes no responsibility for field surface preparation or touch-up of shipping damage to paint. Painting of fasteners and other touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism installation.

Motors, gear motors, and other components not manufactured by WesTech Engineering, LLC will be painted with that manufacturer's standard paint system. It is WesTech Engineering, LLC's intention to ship major steel components as soon as fabricated, often before drive, motors, and other manufactured components. Unless Purchaser can ensure that shop primed steel shall be field painted within thirty (30) days after arrival at the job site, WesTech Engineering, LLC encourages the Purchaser to order these components without primer.

WesTech Engineering, LLC's prices are based on paints and surface preparations as outlined in the main body of this proposal. In the event that an alternate paint system is selected, WesTech Engineering, LLC requests that Purchaser's order advise of the paint selection. WesTech Engineering, LLC will then either adjust the price as may be necessary to comply or ship the material unpainted if compliance is not possible due to application problems or environmental controls.

18. CANCELLATION, SUSPENSION, OR DELAY: After acceptance by WesTech Engineering, LLC, this proposal, or Purchaser's order based on this proposal, shall be a firm agreement and is not subject to cancellation, suspension, or delay except upon payment by Purchaser of appropriate charges which shall include all costs incurred by WesTech Engineering, LLC to date of cancellation, suspension, or delay plus a reasonable profit. Additionally, all charges related to storage and/or resumption of work, at WesTech Engineering, LLC's plant or elsewhere, shall be for Purchaser's sole account; and all risks incidental to storage shall be assumed by Purchaser.

19. FORCE MAJEURE: Neither party hereto shall be liable to the other for default or delay in delivery caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, act of government, pandemic, delay of carriers, failure of normal sources of supply, complete or partial shutdown of plant by reason of inability to attain sufficient raw materials or power, and/or other similar contingency beyond the reasonable control of the respective parties. The time for delivery specified herein shall be extended during the continuance of such conditions, or any other cause beyond such party's reasonable control. Escalation resulting from a Force Majeure event shall be equitably adjusted per the escalation policy stated above.

20. RETURN OF PRODUCTS: No products may be returned to WesTech Engineering, LLC without WesTech Engineering, LLC's prior written permission. Said permission may be withheld by WesTech Engineering, LLC at its sole discretion.

21. BACKCHARGES: WesTech Engineering, LLC will not approve or accept backcharges for labor, materials, or other costs incurred by Purchaser or others in modification, adjustment, service, or repair of WesTech Engineering, LLC furnished materials unless such back charge has been authorized in advance in writing by a WesTech Engineering, LLC purchase order, or work requisition signed by WesTech Engineering, LLC.

22. INDEMNIFICATION: Purchaser agrees to indemnify WesTech Engineering, LLC from all costs incurred, including but not limited to court costs and reasonable attorney fees, from enforcing any provisions of this contract, including but not limited to breach of contract or costs incurred in collecting monies owed on this contract.

23. ENTIRE AGREEMENT: This proposal expresses the entire agreement between the parties hereto superseding any prior understandings and is not subject to modification except by a writing signed by an authorized officer of each party.

24. MOTORS AND MOTOR DRIVES: In order to avoid shipment delays of WesTech Engineering, LLC equipment, the motor drives may be sent directly to the job site for installation by the equipment installer. Minor fit-up may be required.

25. EXTENDED STORAGE: Extended storage instructions will be part of information provided to shipment. If equipment installation and start-up is delayed more than 30 days, the provisions of the storage instructions must be followed to keep WARRANTY in force.

26. LIABILITY: Professional liability insurance, including but not limited to, errors and omissions insurance, is not included. In any event, liability for errors and omissions shall be limited to the lesser of \$100,000 USD or the value of the particular piece of equipment (not the value of the entire order) supplied by WesTech Engineering, LLC against which a claim is sought.

27. ARBITRATION NEGOTIATION: Any controversy or claim arising out of or relating to the performance of any contract resulting from this proposal or

contract issued, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered to any court having jurisdiction.

ACCEPTED BY PURCHASER

Customer Name: _____

Customer Address: _____

Contact Name: _____

Contact Phone: _____

Contact Email: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____



Bay County Board of County Commissioners Agenda Item Summary

Fountain Community Northern Region Resiliency Center

DEPARTMENT MAKING REQUEST/NAME:

Public Works Department Keith Bryant, P.E., PTOE, Public Works
Director

MEETING

DATE: 1/17/2024

REQUESTED MOTION/ACTION:

Board: a) award architectural design services contract for the Fountain Northern Region Resiliency Center to Florida Architects, Inc., in the amount of \$804,636.50 and; b) authorize the chairman to execute the contract and any contract modifications as approved by the county attorney.

AGENDA

Public Works - Regular

BUDGETED ITEM? No**BUDGET ACTION:**

Budget amendment needed.

FINANCIAL IMPACT SUMMARY STATEMENT:

Any match funds will be paid from Park Impact Fees.

BACKGROUND:

On October 17, 2023 the Board authorized staff to negotiate a contract with top ranked firm Florida Architects, Inc.

Staff has negotiated a not-to-exceed contract (**Exhibit 1**) in the amount of \$804,636.50 for the scope of work outlined in Community Development Block Grant Disaster Recovery Grant M0169 as approved by the Department of Economic Opportunity.

ATTACHMENTS:**Description**

Exhibit 1 Contract 23-45 Design of Fountain Community Resiliency
Complex

Type

Exhibit

**23-45 ARCHITECTURAL SERVICES FOR
FOUNTAIN COMMUNITY COMPLEX
“NORTHERN REGION RESILIENCY CENTER”
PROJECT M0169**

This Contract, dated January 17, 2024, is between the Bay County Board of Commissioners, located at 840 West 11th Street, Panama City, FL 32401 ("County"), and Florida Architects, Inc. located at 103 West 5th Street, Panama City, FL 32401 ("Consultant").

1. Intent

Bay County is engaging the services of the Consultant to provide architectural and engineering design services for the design of the Fountain Community Complex “Northern Region Resiliency Center” located at 12421 Highway 20, Youngstown, Parcel 02858-000-000.

2. Scope of Services

The Consultant will perform those services stated in RFQ 23-45, incorporated herein, and the Consultant’s Proposal attached hereto as **Exhibit 1**, which includes Project Scope, Goals, and Specific Project Requirements.

The scope is for Phase I design only, which includes but is not limited to full engineering design drawings and calculations, specifications, construction cost estimate, surveys, all permitting, and notices for the proposed project, for Phase II approval. No construction activities for this project have been approved. The project shall be designed to provide protection against a 500-year storm event and shall be completed in strict compliance with Federal, State, and Local applicable rules and regulations.

This project may be reimbursed by the Community Development Block Grant Disaster Recovery (CDBG-DR) from HUD and the Florida Department of Economic Opportunity (FDEO). Respondents will comply with the Federal Regulations Contract Requirements shown at Exhibit 2.

Neither the United States nor any of its departments, agencies or employees is or will be a party to this contract.

The County has an evaluation process to monitor the satisfactory performance of services under this contract. The Consultant shall be evaluated within sixty (60) days of project completion. The Consultant shall be given an opportunity to provide written comments in response to the completed evaluation. Such evaluation may be used as reference information for future solicitations issued by the County.

3. Compensation

The terms and conditions of this contract are fixed price and fixed time. For the satisfactory completion of the services to be provided under this Contract, Bay County agrees to pay the Consultant a not to exceed fee of \$804,636.50

Monthly invoices shall be submitted to the County in a format and distribution schedule defined by the County, no later than the 10th day of the following month.

If the Consultant cannot submit their monthly invoice on time, the Consultant shall notify the County, prior to the due date the reason for the delay and the planned submittal date. Once submitted, the Consultant shall notify the Project Manager via e-mail of the total delay in calendar days and the reason(s) for the delay(s).

A Final Invoice will be submitted to the County no later than the 30th day following Final Acceptance of the individual project or as requested by the County.

Payments shall be made in accordance with the Florida Prompt Payment Act, Section 218, Florida Statutes.

INVOICE REQUIREMENTS: All invoices are required to have the following information included:

- Vendor's name
- Invoice number
- Invoice date
- DEO Agreement No.: M0169
- Dates of service/activities were provided (mm/dd/yy-mm/dd/yy)
- Site of work
- Details of work provided
- Amount of the invoice

4. Lump Sum or Cost Plus Fixed Fee Contracts

The Consultant certifies that the wage rates and other factual unit costs supporting the contract compensation are accurate, complete, and current at the time of contracting. Furthermore, to the extent that such wage rates and other factual unit costs are found by the County to be inaccurate, incomplete, or non-current, the original price for such Contract and any additions there to shall be adjusted to exclude any increases in the compensation paid to the Consultant due to such circumstances. A determination of allowable costs in accordance with the Federal cost principles will be performed for service rendered under this Contract.

5. Effective Date and Time of Performance

This Contract shall commence upon execution by the County and continue in effect through project completion. Phase 1 Design shall be completed within 180 calendar days from the date of receipt of the Phase 1 Notice to Proceed. Upon DEO approval of construction activities, Phase 2 Construction Services shall be completed 520 calendar days of the date of receipt of the Phase 2 Notice to Proceed.

6. Independent Contractor

The Consultant shall at all times, relevant to this contract, be an independent contractor and in no event shall the Consultant, nor any employees or sub-consultants under it, be considered to be employees of Bay County.

7. Consultant's Personnel

Consultant has the exclusive right to hire and terminate its employees and may transfer or reassign any of its employees to other work of the Consultant. The direction of the work of Consultant's employees shall be under the exclusive control of Consultant. If the County objects to the presence or performance of any employee of Consultant, Consultant shall remove such employee from County premises.

8. Cooperation

Consultant agrees to perform each phase of the work at the scheduled time and in the scheduled sequence. Consultant will cooperate with the County Capital Projects Manager or their designee as requested and specifically to allow the County to inspect the performance of work of this Contract.

9. County Representative

The County Capital Projects Manager or a designee has authority to designate the work to be done by Consultant, to inspect such work, and to resolve questions that arise between the parties. The Consultant or the Consultant's designee will deal with the County's representative on matters relating to the performance of the work. The County shall have the authority to stop the work whenever it deems such action necessary to secure the safe and proper performance of the work assignment.

10. Records / Audits

The County is a public agency subject to Chapter 119, Florida Statutes. The Consultant shall comply with Florida's Public Records Law. Specifically, the Consultant shall:

a. Keep and maintain public records required by the County to perform the service;

b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the County.

d. Upon completion of the contract, transfer, at no cost to the County, all public records in possession of the Consultant, or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the

County upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records in a format that is compatible with the information technology systems of the County.

The Consultant shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with generally accepted accounting principles consistently applied. The County, the State of Florida, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five (5) years following Contract completion.

11. Public Records Custodian

If the Consultant has questions regarding the application of Chapter 119, Florida Statutes, to the Consultant's duty to provide public records relating to this contract contact Bob Majka, Custodian of Public Records, at (850) 248-8145, publicrecords@baycountyfl.gov or 840 W. 11th Street, Panama City, Florida 32401.

12. Inspector General

The parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s. 20.055(5), Florida Statutes. "(5) It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section."

13. Insurance

The Consultant represents that it has obtained and will maintain at its expense for the duration of this Contract, those insurance coverage requirements set forth in the attached Exhibit 3.

14. Prohibition Against Contingent Fees

Pursuant to Florida Statute 287.055 (6)(a), each contract entered into by the agency for professional services must contain a prohibition against contingent fees as follows: "The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement." For the breach or violation of this provision, the

agency shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

15. Public Entity Crimes Statement

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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

By signing the Agreement, CONSULTANT represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from COUNTY's competitive procurement activities.

In addition to the foregoing, CONSULTANT further represents that there has been no determination, based on an audit, that it or any subconsultant has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONSULTANT has been placed on the convicted vendor list.

CONSULTANT will promptly notify the COUNTY if it or any subcontractor or subconsultant is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.

16. Employment Eligibility Verification

As a condition precedent to entering into this AGREEMENT, and in compliance with Section 448.095, Fla. Stat., Consultant and its subconsultants shall, register with and use the E-Verify system to verify work authorization status of all employees.

a. Consultant shall require each of its subconsultants to provide Consultant with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien. Consultant shall maintain a copy of the subconsultant's affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.

b. The COUNTY, Consultant, or any subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1),

Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

c. The COUNTY, upon good faith belief that a subconsultant knowingly violated the provisions of this section, but Consultant otherwise complied, shall promptly notify Consultant and Consultant shall immediately terminate the contract with the subconsultant.

d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Consultant acknowledges that upon termination of this AGREEMENT by the COUNTY for a violation of this section by Consultant, Consultant may not be awarded a public contract for at least one (1) year. Consultant further acknowledges that Consultant is liable for any additional costs incurred by the COUNTY as a result of termination of any contract for a violation of this section.

e. Subcontracts. Consultant or subconsultant shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subconsultants to include these clauses in any lower tier subcontracts. Consultant shall be responsible for compliance by any subconsultant or lower tier subconsultant with the clauses set forth in this section.

17. Modification, Assignability of Contract

This Contract, including all documents incorporated by reference, contains the entire agreement between the parties, and no statements, promises or inducements made by either party, or agents of either party, that are not contained in the written contract, are valid or binding. This Contract may not be enlarged, modified or altered except upon written agreement signed by both parties hereto.

The Consultant may not subcontract or assign its rights (including the right to compensation) or duties arising under this Contract without the prior written consent of Bay County. Any subconsultant or assignee will be bound by all of the terms and conditions of this Contract and will be required to enter into a written agreement with the Bay County. In the event the Consultant will deliver any services through a subconsultant or subcontractor, the Task Order shall contain as an attachment the name and address of the subconsultant or subcontractor and a detailed description of the qualifications, experience and services to be performed by the subconsultant or subcontractor, and the amount or rate and method of compensation.

18. Administrative, Contractual, or Legal Remedies

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the Consultant, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

19. Termination for Cause and for Convenience

This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given: (a) Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and (b) An opportunity for consultation with the terminating party prior to termination.

This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in I (a) above. If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but no amount shall be allowed for anticipated profit on unperformed services or other work, and any payment due to the Consultant at the time of termination may be adjusted to cover any additional costs to the local government because of the Consultant's default.

If termination for convenience is effected by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice. For any termination, the equitable adjustment shall provide for payment to the Consultant for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the Consultant relating to commitments (e.g., suppliers, subconsultants) which had become firm prior to receipt of the notice of intent to terminate.

Upon receipt of a termination action under paragraphs (a) or (b) above, the Consultant shall promptly discontinue all affected work (unless the notice directs otherwise) and deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the Consultant in performing this contract, whether completed or in process.

Failure of the Consultant to comply with the provision of Section 21 Laws, Rules, and Regulations shall constitute grounds for the County to immediately terminate this Contract for cause and declare the Consultant to be non-responsible for bidding or proposing on future contracts for one year from the date the County notifies the Consultant of such non-compliance.

20. Documents Incorporated by Reference

Bay County's Request for Qualifications (RFQ 23-45) and all attachments to it, along with the Response to the Request for Qualifications are incorporated by reference and are material elements of this Contract. Bay County is responsible for compliance with all applicable Federal or State laws. The Consultant specifically agrees to assist Bay County with ensuring compliance with all applicable Federal or State laws.

21. Laws, Rules and Regulations

General Laws: Consultant shall give all notices required of it by law and shall comply with all Federal, State and local laws, ordinances, rules and regulations governing Consultant's performance of this Contract and the preservation of public health and safety. Upon request by the County, Consultant shall provide proof of such compliance to the County.

Illegal Alien Labor: Consultant shall comply with all provisions state and federal law regarding the hiring and continued employment of aliens not authorized to work in the United States. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subconsultant that fails to certify to the Consultant that the subconsultant is in compliance with such laws. Consultant agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require the same of any subconsultants. Consultant shall pay all cost incurred to initiate and sustain the verification programs.

22. Indemnification and Hold Harmless

To the maximum extent permitted by law, the Consultant shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the agreement.

The parties understand and agree that such indemnification by the Consultant relating to any matter which is the subject of this Contract shall extend throughout the term of this Contract and any statutes of limitations thereafter.

The Consultant's obligation shall not be limited by or in any way to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

This Section survives termination or expiration of this Contract.

23. Duty to Pay Defense Costs and Expenses

The Consultant agrees to reimburse and pay on behalf of the County the cost of the County's legal defense, through and including all appeals, and to include all attorneys' fees, costs, and expenses of any kind for any and all 1) claims described in the Indemnification and Hold Harmless paragraph or 2) other claims arising out of the Consultant's performance of the Contract and in which the County has prevailed.

The County shall choose its legal defense team, experts, and consultants and invoice the Consultant accordingly for all fees, costs and expenses upon the conclusion of the claim.

Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

This Section survives termination or expiration of this Contract.

24. Errors and Omissions

Acceptance of the work by the County or Contract termination does not constitute County approval and will not relieve the Consultant of the responsibility for subsequent corrections of any errors and/or omissions and the clarification of any ambiguities. The Consultant shall make all necessary revisions or corrections resulting from errors and/or omissions on the part of the Consultant without additional compensation. If these errors and/or omissions are discovered during construction of the project, they shall be corrected without additional compensation.

25. Severability

The invalidity, in whole or in part, of any section or part of any section of this Contract shall not affect the validity of the remainder of such section or the Contract.

26. Waiver

No term of this Contract may be waived except in a writing signed by the party waiving enforcement. No term of this Contract shall be deemed to be waived by reason of any failure to previously enforce such term. In no event shall the making of any payment required by this Contract constitute or be construed as a waiver by the County of any breach of this Contract or a waiver of any default of Consultant and the making of such payment by the County while any such default or breach shall exist shall in no way impair or prejudice any right of the County.

27. Headings

Section headings are inserted for convenience only and shall not be used in any way to construe the meaning of terms used in this Contract.

28. Notices

Any notice to be given by the parties shall be in writing and deemed to have been duly given if and when deposited in the United States registered mail, return receipt requested, properly stamped and addressed to:

For the County:
Bay County Capital Projects Division
Attn: Fred Brown
840 West 11th Street
Panama City, FL 32401

For the Consultant:
Florida Architects, Inc.
Attn: Markus Gemsch
103 West 5th Street
Panama City, FL 32401

The Consultant shall notify the Bay County Purchasing Department of any change to its address. The Purchasing Department will disseminate the address change to all

applicable departments and agencies including Finance. The Consultant's notification of address change is sufficient if sent by email or facsimile.

29. Special Representation

The Consultant represents that nothing of monetary value has been given, promised or implied as remuneration or inducement to enter into this Contract. The Consultant further declares that no improper personal, political or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion or negotiation leading to the award of this Contract. Any such activity by the Consultant shall make this Contract null and void.

30. Conflicts

In the case of any conflict between the provisions of this Contract and other contract documents, the following priority for interpretation of those document provisions shall be followed:

- a. The provisions of this contract prevail first.
- b. The proposal form and attachments are next.
- c. The initial solicitation provisions are final priority.

31. Construction and Venue

This Contract will be construed under and governed by the laws of the State of Florida. In the event of litigation concerning it, venue is the in the courts of Bay County, Florida.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Contract as of this ____ day of _____, 2024.

Executed by:

**BOARD OF COUNTY COMMISSIONERS
BAY COUNTY FLORIDA**

ATTEST:

By: _____
Tommy Hamm, Chairman

Bill Kinsaul, Clerk

Approved as to form

Office of Bay County Attorney

FLORIDA ARCHITECTS, INC.

By: _____
(Authorized Representative)

Its: _____

State of _____
County of _____

This Contract was acknowledged and subscribed before me the undersigned notary this ____ day of _____, 2024, by _____, as _____ of _____ and _____ with proper authority, and who is personally known by me or produced identification of _____.

Notary Public

EXHIBITS:

1. Consultant's Proposal
2. Federal Regulations Contract Requirements
3. Insurance Requirements

EXHIBIT 1
CONSULTANT'S PROPOSAL

BAY COUNTY BOARD OF COUNTY COMMISSIONERS
PROPOSAL FOR PROFESSIONAL ARCHITECTURAL & ENGINEERING SERVICES
BAY COUNTY FOUNTAIN COMMUNITY COMPLEX “NORTHERN REGION RESILIENCY CENTER” PROJECT
Date: December 21, 2023

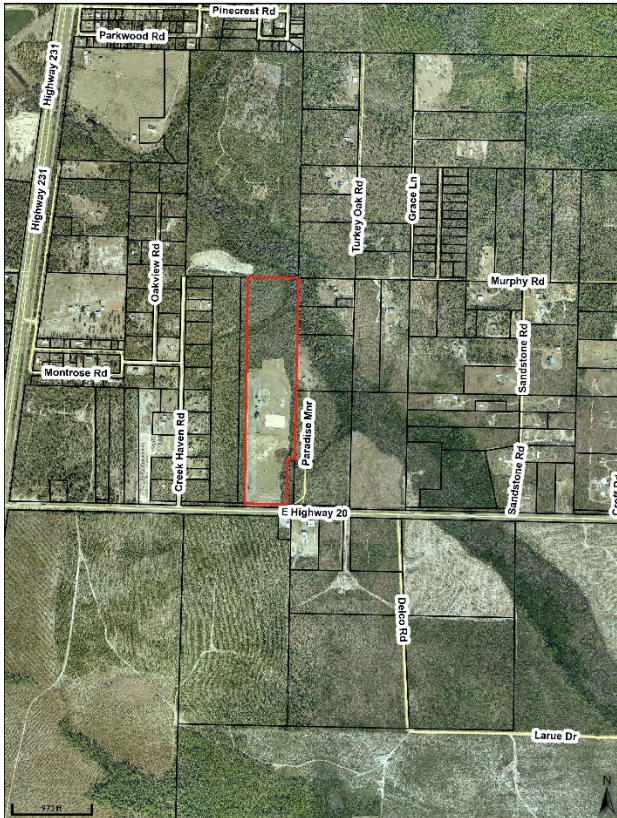


To: Mr. Fred Brown, Capital Projects Division Mgr.
Bay County Public Works
840 W. 11th Street
Panama City, FL 32401
(Via: fbrown@baycountyfl.gov)



Dear Mr. Brown:

Thank you for the opportunity to submit this proposal regarding the Bay County Board of County Commissioners Fountain Community Complex “Northern Region Resiliency Center” Project. Florida Architects, Inc. will make this another Bay County successful project.



The following items and descriptions represent Florida Architects, Inc. (FLA) proposed professional architectural and engineering services scope-of-work, deliverables, schedule, and related compensation. This Proposal is based on the 23-45 RFQ and Professional Services Contract.

We understand that the Owner may receive a Grant from the Florida Department of Economic Opportunity (FDEO) and the Community Development Block Grant Disaster Recovery (CDBG-DR) from HUD to develop this important community project at:

12421 Highway 20, Youngstown, Parcel 02858-000-000
Project M0169, Bay County, Florida.

Please review the following proposal and do not hesitate to call us with any questions or concerns. We appreciate this very important opportunity and look forward to working with you, and best serving the Bay County Board of County Commissioners.

Sincerely,
FLORIDA ARCHITECTS, INC.

Joseph Sorci, AIA, NCARB, LEED® AP, GGP, President

cc: Valli Sorci, CEO, FLA Director of Business Services
Antonio Adessi, Principal Director of Design

Florida Architects, Inc.
103 W. 5th Street – Panama City, FL 32401
V: 850.257.5400 License#AR12728

BAY COUNTY BOARD OF COUNTY COMMISSIONERS
PROPOSAL FOR PROFESSIONAL ARCHITECTURAL & ENGINEERING SERVICES
BAY COUNTY FOUNTAIN COMMUNITY COMPLEX “NORTHERN REGION RESILIENCY CENTER” PROJECT
Date: December 21, 2023



Project Name: BAY COUNTY BOARD OF COUNTY COMMISSIONERS (BC)
BAY COUNTY FOUNTAIN COMMUNITY COMPLEX “NORTHERN REGION RESILIENCY CENTER” PROJECT

Staff Member Sign-Offs: Joseph J. Sorci, AIA, President
Florida Architects, Inc.
Office: 850.257.5400
Mobile: 850.333.2615
jsorci@floridaarchitects.com

Mr. Fred Brown, Capital Projects Division Manager
Bay County Public Works
840 W. 11th Street
Panama City, FL 32401
(Via: fbrown@baycountyfl.gov)

Location of Services: **Bay County Parcel**
The Fountain Community Complex located at 12421 Highway 20, Youngstown
Parcel ID: 02858-000-000; Acreage: 32.76 (Less planned Fire Station portion)

Florida Architects, Inc.
103 W. 5th Street
Panama City, Florida 32401
Phone: 850.257.5400

Proposed Schedule: Proposed Contract Start Date – Notice-to-Proceed (NTP): January 25, 2024
Proposed Schedule (this preliminary schedule is subject to change based on the Client’s input & actual date of Owner’s Notice-to-Proceed and approval times.

PHASE 1 DESIGN

PRE-DESIGN PHASE (5-Weeks from NTP):

Site Topographic & Boundary Survey	5-Weeks from NTP
Geotechnical Investigation & Report (Concurrent w/Survey)	4-Weeks
Basic Programming & Site Planning w/Workshops (Concurrent w/Survey)	4-Weeks
BC Review/Approval	2-Weeks*

SCHEMATIC DESIGN PHASE -15% (3-Weeks from Pre-Design Approval):

Schematic Design Workshops	2-Weeks
100% Schematic Design Docs	1-Week
BC Review/Approval	2-Weeks*

DESIGN DEVELOPMENT PHASE – 35% (6-Weeks from SD Approval):

Design Development Workshops	3-Weeks
100% Design Development Docs	3-Weeks
BC Review/Approval	2-Weeks*

BAY COUNTY BOARD OF COUNTY COMMISSIONERS
 PROPOSAL FOR PROFESSIONAL ARCHITECTURAL & ENGINEERING SERVICES
 BAY COUNTY FOUNTAIN COMMUNITY COMPLEX “NORTHERN REGION RESILIENCY CENTER” PROJECT
 Date: December 21, 2023



CONSTRUCTION DOCUMENTS PHASE – 90% & 100% (8-Weeks from DD Approval):

CD Phase Workshops	3-Weeks
60% CD Phase (Concurrently w/Workshops)	3-Weeks
BC 60% Review Comments	1-Week*
90% CD Phase (Concurrently w/Workshops)	3-Weeks
BC 90% Review Comments	2-Weeks*
100% CD Phase	2-Weeks
BC Review/Approval	2-Weeks*

PHASE 2 CONSTRUCTION SERVICES

PERMITTING (8-Weeks Concurrent w/ Bidding Phase):

Site Permitting & DO by Civil (Submit w/CD Approvals)	8-Weeks
CBO Plan Review & Permitting (Concurrent w/Site)	4-Weeks

BIDDING & CONTRACT PHASE (6-Weeks Concurrent w/Permitting):

Advertise & Bidding	5-Weeks
Non-Mandatory Pre-Bid Conf.	
Last Day for Questions	
Bid Opening	
FLA Recommendation, BCC Award	2-Weeks*
Contracts, Insurance & Bonds	1-Week
BC Contract Review & Execution	1-Week*

CONSTRUCTION (15-Months):

Notice-To-Proceed:	
Substantial Completion	420-Days (14-Mo.)
Final Completion	4-Weeks
Commissioning (Concurrently w/Construction)	2-Weeks
FLA & BC Final Approval	2-Weeks*
Total Est. Project Time:	23-Months

OWNER OCCUPANCY (4-Weeks from Final Completion)*:

Owner Furniture, Accessories and Equipment	
Computers & Software Installation, Set-Up	4-Weeks
Soft Opening	
Full Operations	

NOTE: Project construction must be complete by January 2026.

* Denotes review and move-in time by Owner – not included in Total Estimated Time above.

Detailed Scope-of-Services:

This Proposal reflects a single construction phased project (not exceeding 15-Months) with the Architect providing Phase 1 design services and Phase 2 construction administration services. The proposed contract shall be the Bay County Owner-Architect

BAY COUNTY BOARD OF COUNTY COMMISSIONERS
PROPOSAL FOR PROFESSIONAL ARCHITECTURAL & ENGINEERING SERVICES
BAY COUNTY FOUNTAIN COMMUNITY COMPLEX "NORTHERN REGION RESILIENCY CENTER" PROJECT
Date: December 21, 2023



Professional Services Agreement published in the RFQ including the Federal Contract Provisions.

The Scope of Work includes but is not limited to a maximum design of an approximately 44,000 square foot Community Center and Resiliency Center, and a 90,000 square foot Staging Area, with minimal supporting exterior improvements, but planned future expansion and supporting amenities (i.e., paved parking, stables and pens, etc.). An Event Center will support disaster preparations and post-event relief efforts (Grey-Skies). Outside of disaster events the facility will function as a community event location (Blue-Skies i.e. rodeo, car shows, etc.). The Community Center will function as a hardened shelter, with a Sheriff's Sub-Station, Point of Distribution Center, Training, and Staging Area with full utility hook-ups for at least six (6) Motor Coaches (RV 50-amps) for disaster response operations, before, during, and after severe storms and disaster events. The maximum area will be limited to the budget of \$8,000,000.00 for construction. The Architect may incorporate the Community Center with the Event Center to meet the current budget.

Basic Area Design Breakdown Requested in RFQ:

EVENT CENTER	60,000-GSF
COMMUNITY CENTER	10,000-GSF
TOTAL PROJECT GROSS AREA:	70,000 GSF

The Area Design Breakdown that the Budget will Support (refer to Compensation Section):

EVENT CENTER	38,000-GSF
COMMUNITY CENTER	6,000-GSF
TOTAL PROJECT GROSS AREA:	44,000 GSF

Plus Exterior 300-FT x 300-FT Staging Area (with lighting and RV connections) - 90,000 SF

This Proposal is based on the 44,000 GSF of facilities and the 90,000 Staging Area as what we believe the current budget will support. The Staging area will serve as parking during blue skies. The Architect reserves the right to modify the AE compensation should the scope increase according to the FL DMS Fee Guidelines.

CODE PLUS STANDARDS

200 MPH Wind Rating:

1. Community Center - 6,000 square feet.

165 MPH Wind Rating:

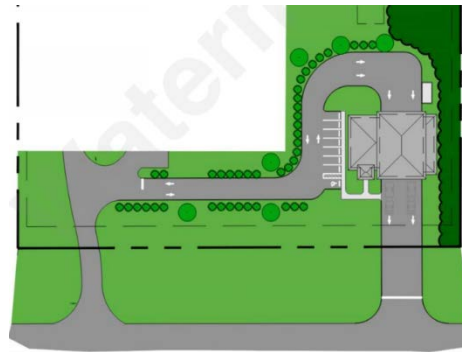
2. Point of Distribution Center/Open Sided Event Center – 38,000 square feet
3. 300 x 300 Staging Area – 90,000 square feet

BAY COUNTY BOARD OF COUNTY COMMISSIONERS
 PROPOSAL FOR PROFESSIONAL ARCHITECTURAL & ENGINEERING SERVICES
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Site improvements will include but are not limited to appropriate driveways (new and resurfaced as appropriate) and limited sidewalks, site lighting, stormwater pond improvements, permanent generator(s) with automatic transfer switch(s) (size as determined by the Electrical Engineer), other utility connections, grading, and minimal landscaping as applicable. Intent of design is to be full scope design including Geotechnical Reports, Civil, Architectural, Structural, Plumbing, Mechanical, Electrical, etc. The County wishes to plan for a fence around the entire facility with gates but may not be within the budget at time of design.

A County Fire Station will occupy the southern portion of the site. The AE will coordinate the exact location with the County. This Project will include the main entrance driveway to the Resiliency Center and the Fire Station will tie-in a driveway and share a stormwater retention pond but will otherwise be independent.



SITE CONDITIONS

The 2,650-ft deep parcel drops in elevation from south to north with a wetland (approx. 2,000-ft from front) isolating the back (northern) section. The average elevation of the existing site pad portion of the site is approx. 140-ft above mean sea level and is not in a floodway. The project elements CAN NOT extend past the already tree cleared areas. Minimal engineered fill is expected for the buildings and staging area. The goal is to balance the site earthwork on-site.

There are no water or sewer utilities available at or near the site. The project will be designed with a septic tank system and potable water well.

This project may be reimbursed by the Community Development Block Grant Disaster Recovery (CDBG-DR) from HUD and the Florida Department of Economic Opportunity (FDEO). The Architect will comply with the Federal Regulations Contract Requirements applied to this project as stated in the RFQ.





EHPA REQUIREMENT: Project Community Center area to perform as a Public Shelter during storm events. F.S. 453.25 Florida Public Shelter Design Criteria shall apply to this portion of the Project. The Enhanced Hurricane Protection Area (EHPA) shall provide emergency shelter and protection for people for a minimum period of 24 hours during a hurricane.

453.25.2 EHPA SITE:

453.25.2.1 Emergency Access

EHPAs shall have at least one route for emergency vehicle access. The emergency route shall be above the 100-year flood plain. This requirement may be waived by the board, with concurrence of the local emergency management agency or the DEM.

453.25.2.2 Landscaping

Landscaping around the EHPAs shall be designed to preserve safety and emergency access. Trees shall not conflict with the functioning of overhead or underground utility lines, or cause laydown or impact hazard to the building envelope.

453.25.2.3 Parking

During an emergency condition, vehicle parking shall be prohibited within 50 feet (15 240 mm) of an EHPA. Designated EHPA parking areas may be unpaved.

453.25.2.4 Signage

Floor plans of the facility, indicating EHPAs, shall be mounted in the emergency manager's office/area.

453.25.3 EHPA DESIGN:

EHPAs may be above or below ground and may have more than one story, provided the design satisfies the wind load and missile impact criteria. Modular and open-plan buildings may serve as EHPAs provided the design satisfies the wind load and missile impact criteria.

453.25.3.1 Excluded Spaces

Spaces such as mechanical and electrical rooms, storage rooms, open corridors, kitchens, science rooms and labs, vocational shop areas and labs, computer rooms and labs, attic and crawl spaces shall be excluded from EHPA capacity calculations.

453.25.3.2 Capacity

Fifty percent of the net square feet of a designated educational facility shall be constructed as EHPAs. The net square feet shall be determined by subtracting from the gross square feet those spaces, such as mechanical and electrical rooms, storage rooms, open corridors, kitchens, science rooms and labs, vocational shop areas and labs, computer rooms, attic and crawl spaces, that shall be excluded from EHPA capacity calculations. The board, with concurrence of the applicable local emergency management agency or DEM, may adjust this requirement if it is determined to be in its best interest. The capacity of an EHPA shall be calculated at 20 square feet (1.86 m²) per occupant (adults and children five years or older). The capacity of a special needs EHPA shall be calculated at 60 square feet (5.57 m²) per occupant (adults and children five years or older).

453.25.3.3 Toilets

Toilet and hand-washing facilities should be located within the EHPAs and provided



at one toilet and one sink per 40 occupants. These required toilet and hand-washing facilities are not in addition to those required for normal school occupancy and shall be included in the overall facility fixture count.

453.25.3.3.1 Support systems for the toilets, e.g., bladders, portable toilets, water storage tanks, etc., shall be capable of supplying water and containing waste, for the designed capacity of the EHPAs.

453.25.3.3.2 Plumbing and valve systems of "normal" toilets within the EHPAs may be designed for conversion to emergency operation to meet the required demand.

453.25.3.4 Food Service where feasible, include countertops for food distribution functions in the EHPAs.

453.25.3.5 Manager's Office

An administration office normally used by a school administrator shall be identified as the EHPA manager's office and shall be located within the EHPA. The office shall have provisions for standby power, lighting, communications, main fire alarm control panel and storage for the manager's equipment.

453.25.4 Structural Standard for Wind Loads

At a minimum, EHPAs shall be designed for hurricane wind loads in accordance with ICC 500. OWNER REQUESTS 200MPH Wind Speed Design for the Community Center (10,000-SF) and 165MPH for the Event Center (60,000-SF) and Exterior Staging Area (90,000-SF)

453.25.4.1 Enclosure Classifications

Enclosure classifications for EHPAs shall be determined in accordance with ASCE 7, Section 26.2.

453.25.4.2 Mechanical Ventilation

EHPAs shall have mechanical ventilation systems. Ventilation shall be provided at a minimum rate of 2 cfm per square foot (0.6 m³/min. per square meter) of EHPA floor area. The mechanical ventilation system shall be connected to the EHPA's emergency power.

453.25.4.3 Exterior Envelope

The exterior envelope, louvers over air intakes and vents, and gooseneck-type intakes and vents of EHPAs shall be designed and installed to meet the wind load and missile impact criteria.

453.25.4.3.1

HVAC equipment mounted on roofs and anchoring systems shall be designed and installed to meet the wind load criteria.

453.25.4.3.2

Roof-mounted HVAC equipment shall have a 12-inch-high (305 mm) curb around the roof opening and be designed to prevent the entry of rainwater.

Exception: Exposed mechanical equipment or appliances fastened to a roof or installed on the ground in compliance with the code using rated stands, platforms, curbs, slabs, walls, or other means are deemed to comply with the wind-resistance requirements of the 2007 Florida Building Code, as amended. Further support or enclosure of such mechanical equipment or appliances is not required by a state or local official having authority to enforce the Florida Building Code.



453.25.5 Electrical and Standby Emergency Power System

The EHPA shall be provided with a standby emergency electrical power system, per Chapter 27, NFPA 70 Articles 700 and 701, which shall have the capability of being connected to a backup generator or other optional power source. Where economically feasible, an equivalent photovoltaic system may be provided. The EHPA's emergency systems include, but are not limited to: (1) an emergency lighting system, (2) illuminated exit signs, (3) fire protection system(s), alarm (campus wide) and sprinkler, and (4) minimum ventilation for health/safety purposes. The fire alarm panel shall be located in the EHPA manager's office. A remote annunciator panel shall be located in or adjacent to the school administrator's office. When generators are installed, the facility housing the generator, permanent or portable, shall be an enclosed area designed to protect the generators from wind and missile impact. Air intakes and exhausts shall be designed and installed to meet the wind load and missile impact criteria. Generators hardened by the manufacturer to withstand the area's design wind and missile impact criteria shall be exempt from the enclosed area criteria requirement.

453.25.5.1 EHPA Lighting

Emergency lighting shall be provided within the EHPA, EHPA manager's office, toilet rooms, main electrical room and generator spaces and shall be at least 10 footcandles (100 lux) of general illumination, which can be reduced to 1/2 footcandle (5 lux) in the sleeping areas during the night.

453.25.5.2 Optional Standby Systems

Additional non-life safety systems, as defined by Chapter 27 and NFPA 70 Article 702 (Optional Standby Systems), may be supplied power, if available, by the standby emergency power system. These systems shall be connected to the standby emergency power system via an electrical subpanel to the standby electrical power system's main electrical panel. This will allow selective or total load shedding of power if required. The fire alarm, emergency lighting and illuminated exit signs throughout the entire campus shall receive first priority to power provided by the standby emergency power system per Chapter 27 and NFPA 70 Article 700. The systems listed are not all-encompassing but are in order of priority. Local officials may request additional systems they deem necessary for health, welfare and safety of the public during occupancy:

- Remainder of the campus security lighting (building and site).

- Additional ventilation systems within the EHPA, including heat.

- Intercom system.

- Food storage equipment.

- Additional electric receptacles, other than those required by 453.25.5.3.

453.25.5.3 Receptacle Outlets

A minimum of four electrical outlets, served with power from the standby circuits, shall be provided in the EHPA manager's office.

453.25.6 Inspections

EHPAs shall be considered "threshold buildings" in accordance with Section 553.71(12), Florida Statutes, and shall comply with Sections 553.79(5), 553.79(7), and 553.79(9), Florida Statutes. BAY COUNTY WILL CONTRACT WITH A FLORIDA

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LICENSED THRESHOLD INSPECTOR AS REQUIRED BY LAW (not included in this proposal).

453.25.6.1

Construction of EHPAs shall be inspected during the construction process by certified building code inspectors or the design architect/engineer(s) certified pursuant to Part XII Chapter 468, Florida Statutes and threshold inspectors for compliance with applicable rules and laws.

453.25.6.2

The emergency electrical systems shall be inspected during the construction process by certified electrical inspector or Florida-registered professional engineers certified pursuant to Part XII Chapter 468, Florida Statutes, skilled in electrical design.

453.25.6.3

All shutter systems, roofs, overflow scuppers, and structural systems of EHPAs shall be inspected and maintained annually prior to hurricane season and after a major event. All emergency generators shall be inspected under load conditions including activation of the fire alarms, emergency lights in accordance with applicable equipment codes and NFPA standards, and including mechanical systems and receptacles connected to the emergency power.

FLA Key Team Members: Joseph J. Sorci, AIA, LEED® BD+C, GGP - President
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Valli Sorci, LEED® BD+C, CEO-Business Operations
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Cell: 850.333.2621

Other Staff Members as necessary

FLA Consultants:

Basic Services:

Structural Engineering:	McCarthy Engineering, Inc.
Mechanical Engineering:	H2 Engineering, Inc.
Plumbing Engineering	H2 Engineering, Inc.
Fire Protection Engineering:	H2 Engineering, Inc.
Electrical Engineering:	H2 Engineering, Inc.

Additional Services Included In Proposed:

Programming & Planning	Florida Architects, Inc.
Geotechnical Engineering	Magnum Engineering, Inc.
Site Surveying	Dewberry Engineers, Inc.
(Boundary & Topographic)	

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Civil Engineering	Dewberry Engineers, Inc.
Landscape Architecture	TBD or In-House
FL Energy Code Compliance	H2 Engineering, Inc.
Site Lighting & Staging Power	H2 Engineering, Inc.
AV/Data/Comm/Security:	H2 Engineering, Inc.

Other Additional Services Required for Project NOT Included in this FLA Proposal (By Owner or Architect as Additional Services):

Threshold Inspections (Required by Owner)
 Environmental Studies and Wetland Delineation (if required)
 Material Testing (Included in Construction Contract or by Owner)
 Test & Balance (Included in Construction Contract or by Owner)
 Commissioning (By Owner)
 Other services not specifically included in the FLA Proposal if required.

Basic Services Compensation: General Requirements:

Compensation for Basic Services shall be a fixed fee – stipulated amount based on the DMS Fee Guideline and the provisions of this Proposal. Owner's Construction Budget for Project is to be confirmed during the Schematic Design Phase.

Preliminary Probable Construction Cost:

Event Center 38,000-GSF x \$115/SF =	\$4,370,000
Community Center (& EHPA)	
6,000-GSF x \$320/SF =	\$1,920,000
Staging Area 90,000-SF x \$16.50 =	\$1,485,000
<u>Supporting Site Improvements =</u>	<u>\$225,000</u>
Total Probable Cost (Not including furniture and equip.)	\$8,000,000

Basic Services Fee (Structural, Architectural, Mechanical, Plumbing, Fire Protection, & Electrical Engineering) Stipulated Amount based Florida Department of Management Services (DMS) Fee Guidelines as follows:

- The Event Center \$4,370,000 per DMS Avg Between "B" and "D" Complexities
 @ 7.42% = \$324,254
 - The Community Center \$1,920,000 per DMS "B" More Than Average Complexity
 @ 8.26% = \$158,592
 - Staging Area (w/Bleachers) \$1,485,000 per DMS "F" Considerably Less Than Average Complexity
 @ 6.23% = \$92,515
- | | |
|---------------------------------|------------------|
| TOTAL BASIC SERVICES FEE | \$575,361 |
|---------------------------------|------------------|

The Architect will invoice Bay County monthly for Basic (and Additional Services) based on the progress of the Basic and Additional Services Work completed and within the following breakdown:

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<u>Basic Services Work Phase:</u>	<u>% of Total Basic</u>	<u>Services Fee:</u>
PHASE 1 – DESIGN		
Pre-Design & Schematic Design	17%	\$97,811.37
Design Development Phase	28%	161,101.08
Construction Documents Phase	40%	230,144.40
Permitting Phase	3%	17,260.83
SUBTOTAL PHASE 1 BASIC SERVICES	85%	\$506,317.68
PHASE 2 – CONSTRUCTION SERVICES		
Basic Construction Bidding & Admin. Services	12%	\$69,043.32
TOTAL BASIC SERVICES	100%	\$575,361.00

Additional Services: Any Additional Services requested by the Owner not included at the time of contract shall be negotiated as the need arises and in accordance with the Prime Agreement and the Florida Department of Management Services Fee Guidelines.

Additional Service – FLA Programming & Planning: Develop a Facilities List for the Project including general area relationship requirements. Coordinate the interface of the County Fire Station (by others) and provide a Master Site Plan. Produce multiple high-resolution renderings and a short animation with other Public Relations collateral material for the proposed development.
 \$12,500.00

Additional Service – Site Land Survey Boundary and Topographic (See Dewberry Proposal):
 \$19,450 x 1.05 = \$20,422.50

Additional Service – Geotechnical Engineering & Report w/Recommendations (See Dewberry Proposal – Site & Buildings):
 \$14,435 x 1.05 = \$15,156.75

Additional Service – Civil Engineering Services (See Dewberry Proposal Not including Phase 2 Construction Administration):
 \$100,950 x 1.05 = \$105,997.50

Additional Services – Site Permitting Fees (See Dewberry Proposal):
 \$5,500 x 1.05 = \$5,775.00

Additional Services - Environmental Services (See Dewberry Proposal):
 \$9,500 x 1.05 = \$9,975.00

Additional Service – Civil Engineering Phase 2 Construction Administration Services (See Dewberry Proposal):
 \$13,825 x 1.05 = \$14,516.25

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Additional Service – Landscape Architecture (Landscaping & Irrigation):
 $\$14,500 \times 1.0 = \$14,500.00$

Additional Service - FL Energy Code Compliance (See H2E, Inc. Proposal):
 $\$750 \times 1.05 = \787.50

Additional Service - Site Lighting & Staging Power (See H2E, Inc. Proposal):
 $\$10,000 \times 1.05 = \$10,500.00$

Additional Service – Voice/Data/AV/Electronic Safety & Security (See H2E, Inc. Proposal):
 $\$12,500 \times 1.05 = \$13,125.00$

TOTAL ADDITIONAL SERVICES	\$223,275.50
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Note: Other Additional Services not listed above, should they become necessary, will be negotiated as the need arises.

Reimbursable Expenses: Reimbursable expenses are in addition to the Basic and Additional Services Fees. The Owner shall reimburse the Architect for expenses (direct costs) related to printing and reproductions, color printed and mounted presentation boards, deliveries, shipping and postage costs. At this time an allowance of \$6,000.00 shall be included in the Agreement as a not-to-exceed amount for reimbursable expenses. This amount may be increased with written authorization from the Owner.

TOTAL COMPENSATION (Incl. NTE Reimb. Expenses): \$804,636.50

Deliverables: PHASE 1 - DESIGN
 Architectural 3D Site Plan, Renderings, Presentation Boards (30"x 40" color prints mounted & PDF files), and up to a 1.5-minute digital file animation of the design.
 Programming Facilities List (8.5"x 11" bound PDF files)
 Architect's Project Schedule (11"x 17" & PDF files)
 Schematic Design Drawings 15% (D-Size 24"x 36" PDF files)
 Design Development Drawings 30% (D-Size 24"x 36" PDF files)
 Construction Drawings 90% (D-Size 24"x 36" PDF files)
 Project Manual/Specifications (8.5"x 11" bound PDF files)
 Construction Drawings 100% (D-Size 24"x 36" PDF files)
 Probable Cost Statements at 35%, 90% completion (8.5"x 11" bound PDF files)
 Correspondence, Meeting Minutes, Design Documentation, Monthly Project Status Reports, Logs, Misc. (8.5"x 11" PDF files)

PHASE 2 – CONSTRUCTION SERVICES
 Correspondence, Meeting Minutes, Pre-Bid Conference Documentation, Monthly Project Status Reports, Logs, Misc. (8.5"x 11" PDF files)
 Responses to RFI's during Bidding & Permitting (8.5"x 11" PDF files)
 Shop Drawings & Submittals (as reviewed PDF files)
 Field Reports (8.5"x 11" PDF files)
 Certified Payment Applications (8.5"x 11" PDF files)

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Notes:

1. All documentation will also be provided in digital portable document (PDF) format. Printed copies will be delivered at the Owner's request and charged against the not-to-exceed reimbursable expenses amount noted under Compensation.
2. Architect to provide multiple secure Websites (via Basecamp) at no cost to the Owner with stakeholder groups for 24/7 digital access for the Project documentation to include, but not necessarily limited to, one for each of the following categories: Owner; Bidding; Contractor; Submittals and Shop Drawings; Testing; Project Close-Out.

End of Proposal

Respectfully,
FLORIDA ARCHITECTS, INC.

Joseph Sorci, AIA, NCARB, LEED® AP, GGP, President

Attachments: FL DMS Fee Guideline Worksheets
Consultant's Proposals

EXHIBIT 2
SUPPLEMENTAL GENERAL CONDITIONS
FEDERAL CONTRACT REQUIREMENTS AND CONDITIONS

The Respondent's attention is directed to the Supplemental General Conditions, Federal Contract Requirements and Conditions bound herein which may contain grant related rules, regulations and requirements. The successful Respondent shall be expected to fully comply with the Supplemental General Conditions and the Federal Contract Requirements and Conditions.

Appendix II to Part 200—Contract Provisions

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by

Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

State and Federal Statutes

State and Federal Statutes, Regulations, and Policies

The CDBG-DR funds available to Subrecipient through this agreement constitute a subaward of the Grantee's Federal award under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. This agreement includes terms and conditions of the Grantee's Federal award that are imposed on Subrecipient and Subrecipient agrees to carry out its obligations in compliance with all of the obligations described in this agreement.

Subrecipient agrees to, and, by signing this Agreement, certifies that, it will comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 CFR part 570, as modified by the Federal Register notices that govern the use of CDBG-DR funds available under this agreement. These Federal Register notices include, but are not limited to, Federal Register Guidance Vol. 83, No. 28/Friday, February 9, 2018/Notices and Vol. 83, No. 157/Tuesday, August 14, 2018/Notices. Notwithstanding the foregoing, (1) Subrecipient does not assume any of Grantee's responsibilities for environmental review, decision-making and action, described in 24 CFR part 58 and (2) Subrecipient does not assume any of the Grantee's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. Subrecipient shall also comply with all other applicable Federal, state and local laws, regulations and policies that govern the use of the CDBG-DR funds in complying with its obligations under this agreement, regardless of whether CDBG-DR funds are made available to Subrecipient on an advance or reimbursement basis.

Subrecipient also agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available. Subrecipient further agrees to comply with all other applicable Federal, State and local laws, regulations and policies governing the funds provided under this Agreement, including, but not limited to the following:

I. State of Florida Requirements

State of Florida Requirements are stated throughout this Agreement and Attachments thereto.

II. Audits, Inspections, and Monitoring

1. Single Audit

Subrecipient must be audited as required by 2 CFR part 200, subpart F when it is expected that Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

2. Inspections and Monitoring

Subrecipient shall permit the Grantee and auditors to have access to Subrecipient's records and financial statements as necessary for the Grantee to meet the requirements of 2 CFR part 200.

Subrecipient must submit to monitoring of its activities by the Grantee as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this agreement.

This review must include:

- (1) reviewing financial and performance reports required by the Grantee;

(2) following-up and ensuring that Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to Subrecipient from the Grantee detected through audits, on-site reviews, and other means; and

(3) issuing a management decision for audit findings pertaining to this Federal award provided to Subrecipient from the Grantee as required by 2 CFR §200.521.

3. **Corrective Actions**

Subrecipient shall be subject to reviews and audits by the Grantee, including onsite reviews of Subrecipient as may be necessary or appropriate to meet the requirements of 42 U.S.C. 5304(e)(2). The Grantee may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. The Grantee may require Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, Grantee may impose additional conditions on the use of the CDBG-DR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance.

III. Drug-Free Workplace

Drug-free workplace. Subrecipients must comply with drug-free workplace requirements in Subpart B of part 2429, which adopts the government-wide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

IV. Procurement and Contractor Oversight

Subrecipient shall comply with the procurement standards in 2 CFR §200.318-326 when procuring property and services under this agreement. Subrecipient shall impose the Subrecipient's obligations under this agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

Subrecipient must comply with CDBG regulations regarding debarred or suspended entities, specifically including, 24 CFR 570.609 and 24 CFR 570.489, as applicable. CDBG funds may not be provided to excluded or disqualified persons.

Subrecipient shall maintain oversight of all activities under this agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this agreement. To check for debarred or suspended entities, please visit <https://www.sam.gov/SAM/>

V. Property Standards

Real property acquired by Subrecipient under this agreement shall be subject to 24 CFR 570.489(j) and 24 CFR 570.200(j). Subrecipient shall also comply with the Property Standards at 2 CFR 200.310, 2 CFR 200.312, 2 CFR 200.314-316. Subrecipient shall also comply with 2 CFR 200.313 Equipment, except that when the equipment is sold, the proceeds shall be program income and equipment not needed by Subrecipient for activities under this agreement shall be transferred to the Grantee for its CDBG-DR program or shall be retained after compensating the Grantee.

Subrecipient shall also comply with the Property Standards in 2 CFR 200.310-316, except to the extent they are inconsistent with 24 CFR 570.200(j) and 24 CFR 570.489(j), in which case Subrecipient shall comply with 24

CFR 570.200(j) and 24 CFR 570.489(j), except to the extent that proceeds from the sale of equipment are program income and subject to the program income requirements under this agreement, pursuant to 24 CFR 570.489(e)(1)(ii).

VI. Federal Funding Accountability and Transparency Act (FFATA)

Subrecipient shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). Subrecipient must have an active registration in SAM, <https://www.sam.gov/SAM/> in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System (DUNS) number <https://fedgov.dnb.com/webform/>. Subrecipient must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

VII. Relocation and Real Property Acquisition

Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), 42 USC 4601 – 4655, 49 CFR part 24, 24 CFR part 42, and 24 CFR 570.606.

In addition to other URA requirements, these regulations (49 CFR § 24.403(d)) implement Section 414 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC § 5181, which provides that "Notwithstanding any other provision of law, no person otherwise eligible for any kind of replacement housing payment under the URA shall be denied such eligibility as a result of his being unable, because of a major disaster as determined by the President, to meet the occupancy requirements set by such Act."

VIII. Nondiscrimination

1. 24 CFR part 6

Subrecipient will comply with 24 CFR part 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion or sex, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance. Subrecipient will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG-DR funds. Thus, Subrecipient shall comply with regulations of 24 CFR part 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR part 146, which implement the Age Discrimination Act for HUD programs.

2. Architectural Barriers Act and the Americans with Disabilities Act

Subrecipient shall ensure that its activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed or altered with funds allocated or reallocated under this part after December 11, 1995 and meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

3. State and Local Nondiscrimination Provisions

Subrecipient must comply with the Florida Small and Minority Business Assistance Act (§288.703-288.706, F.S.); Title VI of the Civil Rights Act of 1964 (24 CFR part 1).

1. General Compliance:

Subrecipient shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended. No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. Subrecipient shall not intimidate, threaten, coerce or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or because individual has made a complaint, testified, assisted or participated in any manner in an investigation, proceeding or hearing under 24 CFR part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 24 CFR part 1, including the conduct of any investigation, hearing or judicial proceeding arising thereunder.

2. Assurances and Real Property Covenants:

As a condition to the approval of this Agreement and the extension of any Federal financial assistance, Subrecipient assures that the program or activities described in this Agreement will be conducted and the housing, accommodations, facilities, services, financial aid or other benefits to be provided will be operated and administered in compliance with all requirements imposed by or pursuant to this part 1.

If the Federal financial assistance under this agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, Subrecipient's assurance herein shall obligate Subrecipient or, in the case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases, the assurance shall obligate Subrecipient for the period during which Federal financial assistance is extended pursuant to the contract or application. This assurance gives the Grantee and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with Federal financial assistance under this Agreement or acquired with CDBG-DR funds and provided to Subrecipient under this agreement, the instrument effecting any disposition by Subrecipient of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If Subrecipient receives real property interests or funds or for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or under any such property are included as part of the program receiving such assistance, the

nondiscrimination requirements of this part 1 shall extend to any facility located wholly or in part in such space.

4. Affirmative Action

1. Approved Plan

Subrecipient agrees that it shall carry out pursuant to the Grantee's specifications an Affirmative Action Program in compliance with the President's Executive Order 11246 of September 24, 1966, as amended, and implementing regulations at 42 CFR 60. The Grantee shall provide Affirmative Action guidelines to Subrecipient to assist in the formulation of such program. Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the release of funds under this agreement.

2. Women- and Minority-Owned Businesses (W/MBE)

Subrecipient shall take the affirmative steps listed in 2 CFR 200.321(b)(1) through (5) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible when Subrecipient procures property or services under this agreement.

3. Notifications

Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

IX. Labor and Employment

1. Labor Standards

Subrecipient shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 3141, *et seq.*) and 29 CFR part 1, 3, 5, 6 and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. Subrecipient shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to the Grantee for review upon request.

X. Section 3 of the Housing and Urban Development Act of 1968

1. Low -Income Person Definition

A low-income person, as this term is defined in Section 3 (b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher and or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of

construction costs or unusually high or low—income families; or A very low-income person, as this term is defined in Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437 a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary’s findings that such variations are necessary because of unusually high or low family incomes.

2. **Compliance**

Subrecipient shall comply with the provisions of Section 3 of the Housing Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its implementing regulations at 24 CFR part 135. Subrecipient shall include the following “Section 3 clause” at 24 CFR 135.38 in every “Section 3 covered contract” (as defined in 24 CFR 135.5).

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the contractor’s commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

C. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

D. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor’s obligations under 24 CFR part 135.F. Noncompliance with HUD’s regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

E. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

3. **Thresholds**

A. Recipients of HUD federal financial assistance shall meet the following hiring and contract numerical goals to achieve compliance with Section 3 as found at 24 CFR 135.30 (Numerical goals for meeting the greatest extent feasible requirement.)

B. Recipients of Section 3 covered community development assistance, and their contractors and subcontractors (unless the contract or subcontract awards do not meet the threshold specified in Section 135.3(a)(3)) may demonstrate compliance with the requirements of this part by committing to employ Section 3 residents as:

1. 10 percent of the aggregate number of new hires for the one-year period beginning in FY 1995;
2. 20 percent of the aggregate number of new hires for the one-year period beginning in 1996; and
3. 30 percent of the aggregate number of new hires for the one-year period beginning in FY 1997 and continuing thereafter.

C. Numerical goals set forth in paragraph (c) of this section apply to contracts awarded in connection with all Section 3 covered projects and Section 3 covered activities. Each recipient and contractor and subcontractor (unless the contract or subcontract awards do not meet threshold specified in Section 135.3(a)(3)) may demonstrate compliance with the requirements of this part by committing to award to Section 3 business concerns:

1. At least 10 percent of the total dollar amount of all Section 3 covered contracts for building trades work for maintenance, repair, modernization or development of public or Indian housing, or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and
2. At least three percent of the total dollar amount of all other Section 3 covered contracts.

XI. Conduct

1. Hatch Act

Subrecipient shall comply with the Hatch Act, 5 USC 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

2. Conflict of Interest

In the procurement of supplies, equipment, construction and services pursuant to this agreement, Subrecipient shall comply with the conflict of interest provisions in the Grantee's procurement policies and procedures. In all cases not governed by the conflict of interest provisions in the Grantee's procurement policies and procedures, Subrecipient shall comply with the conflict of interest provisions in 24 CFR 570.489(h).

3. Lobbying Certification

Subrecipient hereby certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any 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;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this

Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

3. The language of paragraph (i) through (iv) of this certification 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; and

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is required by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XII. Religious Activities

Subrecipient agrees that funds provided under this agreement shall not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction or proselytization.

Equal Treatment for Faith-Based Organizations. Prohibits any State or local government receiving funds under any Department program, or any intermediate organization with the same duties as a governmental entity, from discriminating for or against an organization on the basis of the organization's religious character or affiliation. Prohibits religious organizations from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance. Prohibits an organization that participates in programs funded by direct financial assistance from the Department, in providing services, from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations.

XIII. Environmental Conditions

1. Prohibition on Choice Limiting Activities Prior to Environmental Review

Subrecipient must comply with the limitations in 24 CFR 58.22 even though Subrecipient is not delegated the requirement under Section 104(g) of the HCD Act for environmental review, decision-making and action (see 24 CFR part 58) and is not delegated the Grantee's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. 24 CFR 58.22 imposes limitations on activities pending clearance and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity. If DEO has not issued an Authority to Use Grant Funds within 15 days of Subrecipient's submission of the required documentation, DEO shall provide Subrecipient a written update regarding the status of the review process.

2. Air and Water

Subrecipient shall comply with the following requirements insofar as they apply to the performance of this agreement:

- (1) Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93); and
- (2) Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, *et seq.*, as amended, including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder.

- (3) The Clean Air and Water Act: If this Contract is in excess of \$100,000, Contractor shall comply with all applicable standards, orders or regulations issued under the Clean Air Act, as amended, 42 U.S.C. 7401, Section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368, et seq., Executive Order 11738 and Environmental Protection Agency regulations. Contractor shall report any violation of the above to DEO.
- (4) Energy Efficiency: Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. 94-163.

3. Flood Disaster Protection

Subrecipient shall comply with the mandatory flood insurance purchase requirements of Section 102 of the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, 42 USC 4012a. Additionally, Subrecipient shall comply with Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a), which includes a prohibition on the provision of flood disaster assistance, including loan assistance, to a person for repair, replacement or restoration for damage to any personal, residential, or commercial property if that person at any time has received Federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable Federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable Federal law on such property. Section 582 also includes a responsibility to notify property owners of their responsibility to notify transferees about mandatory flood purchase requirements. More information about these requirements is available in the Federal Register notices governing the CDBG-DR award and listed at the beginning of this Attachment.

4. Lead-Based Paint

The Subrecipient shall follow the Grantee's procedures with respect to CDBG assistance that fulfill the objectives and requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this title.

5. Historic Preservation

Subrecipient shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended, codified in title 54 of the United States Code, and the procedures set forth in 36 CFR part 800 insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state or local historic property list.

1. Additional Regulations

- (1) The Temporary Assistance for Needy Families Program ("TANF"), 45 CFR Parts 260-265, the Social Services Block Grant ("SSBG"), 42 U.S.C. 1397d, and other applicable federal regulations and policies promulgated thereunder.
- (2) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681, *et seq.*, which prohibits discrimination on the basis of sex in educational programs.
- (3) Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.

- (4) The Pro-Children Act: Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) 103-277, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.
- (5) **Public Announcements and Advertising:** When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, Contractor shall clearly state (1) the percentage of the total costs of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- (6) Purchase of American-Made Equipment and Products: Contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement will be American-made.
- (7) The Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117), which prohibits distribution of federal funds made available under the Act to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.
- (8) Contract Work Hours and Safety Standards Act (40 U.S.C. §327–333) — If this Contract involves federal funding in excess of \$2,000 for construction contracts or in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers, compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR Part 5) is required. Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (9) Resource Conservation and Recovery Act (RCRA). Under RCRA (Pub. L. 94–580 codified at 42 U.S.C. 6962), state and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.
- (10) Immigration Reform and Control Act. Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986, which requires employment verification and retention of verification forms for any individuals hired who will perform any services under the contract.

XIV. Non-Compliance

When it is determined that the Subrecipient is in non-compliance with federal or state program requirements, the State may impose any of the additional conditions and/or requirements outlined in 2 CFR § 200.207.

**EXHIBIT 3
BAY COUNTY
INSURANCE REQUIREMENTS**

1. LOSS CONTROL/SAFETY

a. Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property. The Contractor shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

b. The County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that such stoppage will not shift responsibility for any damages from the Contractor to the County.

2. DRUG FREE WORK PLACE REQUIREMENTS

All contracts with individuals or organizations that wish to do business with the Bay County Board of Commissioners, a stipulation will be made in the contract or purchase order that requires contractors, subconsultants, vendors or consultants to have a substance abuse policy. The employees of such contractors, subconsultants, vendors or consultants will be subject to the same rules of conduct and tests as the employees of the Bay County Board of Commissioners. In the event of an employee of a supplier of goods or services is found to have violated the Substance Abuse Policy, that employee will be denied access to the County's premises and job sites. In addition, if the violation(s) is/are considered flagrant, or the County is not satisfied with the actions of the contractor, subconsultant, vendor, or consultant, the County can exercise its right to bar all of the contractor's, subconsultant's, vendor's, or consultants employees from its premises or decline to do business with the contractor, subconsultant, vendor or consultant in the future. All expenses and penalties incurred by a contractor, subconsultant, vendor or consultant as a result of a violation of the County's Substance Abuse Policy shall be borne by the contractor, subconsultant, vendor, or consultant.

3. INSURANCE - BASIC COVERAGES REQUIRED

a. The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County, on policies and with insurers acceptable to the County. These insurance requirements shall not limit the liability of the Contractor. All subconsultants are subject to the same coverages and limits as the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

b. Except for workers' compensation and professional liability, the Contractor's insurance policies shall be endorsed to name the County as an additional insured to the extent of the County's interests arising from this agreement, contract, or lease.

c. Except for workers' compensation, the Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

d. The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

e. Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County shall be considered excess, as may be applicable to claims that arise out of the Hold Harmless, Payment on Behalf of the County, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

f. **WORKERS' COMPENSATION COVERAGE**

The Contractor shall purchase and maintain workers' compensation insurance for all workers' compensation obligations imposed by state law and employer's liability limits of at least **\$500,000 each accident and \$500,000 each employee/\$500,000 policy limit for disease**. The Contractor shall also purchase any other coverages required by law for the benefit of employees. The Contractor shall provide to the County an Affidavit stating that they meet all the requirements of Florida Statute 440.02(14)(d).

g. **GENERAL, AUTOMOBILE AND EXCESS OR UMBRELLA LIABILITY COVERAGE**

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial or Comprehensive General Liability and Business Auto policies of the Insurance Services Office. **Minimum limits of \$1,000,000 per occurrence** for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers' compensation Coverage section) and the amount of coverage required.

h. **GENERAL LIABILITY COVERAGE**

Commercial General Liability - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement contract or lease, and broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures. Coverage B shall include personal injury. Coverage C, medical payments, is not required.

i. **PRODUCTS/COMPLETED OPERATIONS**

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

j. BUSINESS AUTO LIABILITY COVERAGE

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

k. EXCESS OR UMBRELLA LIABILITY COVERAGE

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

l. CERTIFICATES OF INSURANCE

1. Required insurance shall be documented in Certificates of Insurance that provide that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change. The Certificate Holder will be addressed as the BAY COUNTY BOARD OF COMMISSIONERS, 840 W. 11th Street, Panama City, Florida 32401. All certificates, cancellation, nonrenewal or adverse change notices should be mailed to this address. Each Certificate will address the service being rendered to the County by the Contractor. **The County shall be named as an Additional Insured, Primary and Non-Contributory for both General Liability and Business Auto Liability with Waiver of subrogation included with respects to both General Liability and Business Auto.**

2. New Certificates of Insurance are to be provided to the County at least 15 days after coverage renewals.

3. If requested by the County, the Contractor shall furnish complete copies of insurance policies, forms and endorsements.

4. For the Commercial General Liability coverage the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of the liability coverage.

m. RECEIPT OF INSUFFICIENT CERTIFICATES

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

4. ADDITIONAL INSURANCE

If checked below, the County requires the following additional types of insurance.

☒ **Professional Liability/Malpractice/Errors or Omissions Coverage**

The Contractor shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of \$1,000,000.00 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no

later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

☐ **Property Coverage for Leases**

The Contractor shall procure and maintain for the life of the lease, all risk/special perils (including sinkhole) property insurance (or its equivalent) to cover loss resulting from damage to or destruction of the building and personal property/contents. The policy shall cover 100% replacement cost, and shall include an agreed value endorsement to waive coinsurance.

☐ **Commercial General Liability Increased General Aggregate Limit (or separate aggregate)**

Because the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit of N/A is required by the County for this agreement or contract.

☐ **Liquor Liability**

In anticipation of alcohol being served, the Contractor shall provide evidence of coverage for liquor liability in an amount equal to the general/umbrella/excess liability coverage. If the general liability insurance covers liquor liability (e.g. host or other coverage), the Contractor's agent or insurer should provide written documentation to confirm that coverage already applies to this agreement, contract or lease. If needed coverage is not included in the general/umbrella excess liability policy(ies), the policy(ies) must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required.

☐ **Owners Protective Liability Coverage**

For renovation or construction contracts the Contractor shall provide for the County an owners protective liability insurance policy (preferably through the Contractor's insurer) in the name of the County. This is redundant coverage if the County is named as an additional insured in the Contractor's Commercial General Liability insurance policy. However, this separate policy may be the only source of coverage if the Contractor's liability coverage limit is used up by other claims.

☐ **Builders Risk Coverage**

Builders Risk insurance is to be purchased to cover subject property for all risks of loss (including theft and sinkhole), subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks as indicated in the Installation Floater and Motor Truck Cargo insurance described hereafter, if such coverages are not separately provided. If flood and/or earthquake risks exist, flood and earthquake insurance are to be purchased. If there is loss of income, extra expense and/or expediting expense exposure,

such coverage is to be purchased. If boiler and machinery risks are involved, boiler and machinery insurance, including coverage for testing, is to be purchased.

The Builders Risk insurance is to be endorsed to cover the interests of all parties, including the County and all contractors and subconsultants. The insurance is to be endorsed to grant permission to occupy.

☐ **Installation Floater Coverage**

Installation Floater insurance is to be purchased when Builder's Risk insurance is inappropriate, or when Builder's Risk insurance will not respond, to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Contractor, including off-site storage, transit and installation.

The amount of coverage should be adequate to provide full replacement value of the property, repairs, additions or equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

☐ **Motor Truck Cargo Coverage**

If the Installation Floater insurance does not provide transportation coverage, separate Motor Truck Cargo or Transportation insurance is to be provided for materials or equipment transported in the Contractor's vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

☐ **Contractor's Equipment Coverage**

Contractor's Equipment insurance is to be purchased to cover loss of equipment and machinery utilized in the performance of work by the Contractor. All risks coverage is preferred. The contract may declare self-insurance for contractor equipment.

☐ **Fidelity/Dishonesty/Liability Coverage – Third Party**

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Other Party's employees resulting in a loss to decedent, i.e. theft of valuables.

☐ **Fidelity/Dishonesty Coverage for Employer (Contractor)**

Fidelity/Dishonesty insurance is to be purchased to cover dishonest acts of the Contractor's employees, including but not limited to theft of vehicles, materials, supplies, equipment, tools, etc., especially property necessary to work performed.

☐ **Fidelity/Dishonesty/Liability Coverage for County**

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Contractor's employees resulting in loss to the County.

☐ **Electronic Data Liability Insurance**

The Other Party shall purchase Electronic Data Liability with limits of N/A

☐ **Garage Liability Coverage**

Garage Liability insurance is to be purchased to cover the Contractor and its employees for its garage and related operations while in the care, custody and control of the County's vehicles.

☐ **Garage Keepers Coverage (Legal Liability Form)**

Garage Keepers Liability insurance is to be purchased to cover damage or other loss, including comprehensive and collision risks, to the County's vehicles while in the care, custody and control of the Contractor. This form of coverage responds on a legal liability basis, and without regard to legal liability on an excess basis over any other collectible insurance.

☐ **Damage to Premises Rented/Leased to you- (Legal Liability Form)**

Provide property coverage for leased premises due to liability incurred because the insured's negligence results in fire or explosion. Specified limit of liability required.

☐ **Watercraft Liability Coverage**

Because the Contractor's provision of services involves utilization of watercraft, watercraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any watercraft, including owned, non-owned and hired.

Coverage may be provided in the form of an endorsement to the general liability policy, or in the form of a separate policy coverage Watercraft Liability or Protection and Indemnity.

☐ **Aircraft Liability Coverage**

Because the Contractor's provision of services involves utilization of aircraft, aircraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any aircraft, including owned, non-owned and hired.

The minimum limits of coverage shall be N/A per occurrence, Combined Single Limits for Bodily Injury (including passenger liability) and Property Damage.

☐ **Pollution Legal Liability Coverage** N/A

Pollution legal liability insurance is to be purchased to cover pollution and/or environmental legal liability which may arise from this agreement or contract.

☐ **United States Longshoremen and Harbor workers Act Coverage**

The Workers Compensation policy is to be endorsed to include United States Longshoremen and Harbor workers Act Coverage for exposures which may arise from this agreement or contract.

☐ **Jones Act Coverage**

The Workers Compensation policy is to be endorsed to include Jones Act Coverage for exposures which may arise from this agreement or contract.



Bay County Board of County Commissioners Agenda Item Summary

PL20230018 & PL20230022 - Small Scale Amendment & Zone Change -
4662 & 4636 E. Highway 390

DEPARTMENT MAKING REQUEST/NAME:

Community Development Wayne Porter, AICP, Planning
Manager

MEETING

DATE: 1/17/2024

REQUESTED MOTION/ACTION:

Board to conduct a quasi-judicial public hearing and approve the proposal of a Small-Scale Amendment to the Bay County Comprehensive Plan, Future Land Use Map, and to approve a proposed zone change from "R-1" Single-Family to "C-3A" General Commercial Low. The properties are located at 4622 and 4636 E. Highway 390, in the unincorporated Panama City area.

AGENDA

Community Development - Public Hearing

BUDGETED ITEM? N/A

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

BACKGROUND:

On December 19, 2023, the Bay County Planning Commission conducted a public hearing to consider a request from applicant McRutherford, LLC to change the Future Land Use Map designation of approximately 3.3 acres from Industrial to General Commercial, and to change the zoning designation of the property from "R-1" Single-Family to "C-3A" General Commercial Low (**Exhibit 1**). The subject properties are located at 4622 and 4636 E. Highway 390, in the unincorporated Panama City area (**Exhibit 2**). At the conclusion of the public hearing, the Planning Commission voted 4-0 (Commissioner Hughes was absent) to find the proposed land use and zone changes consistent with the Bay County Comprehensive Plan and Land Development Regulations.

Table 3A of the Comprehensive Plan allows the General Commercial land use category in the Urban service area. The purpose of the designation is to "provide areas for the continuation, expansion, and creation of business enterprise."

The General Commercial land use designation and accompanying "C-3A" zone district allows for neighborhood, plaza, and general commercial uses, commerce parks, recreation, conservation, public/institutional, educational facilities, mini-storage warehousing, public facilities, construction companies, and other similar uses. The proposed zone district implements the proposed General Commercial Comprehensive Plan land use designation as specified in Table 3.1 of the Land Development Regulations.

The properties are located on E Highway 390 in a corridor where the proposed future land use and zoning currently exists. There are existing "C-3A" land use and zoning designations located directly to the west and south of the subject property. E Highway 390 is classified as an arterial road in the Transportation Element of the Comprehensive Plan. The C-3A zoning designation requires 300 feet of road frontage. The two parcels combined have road frontage of approximately 300 feet.

Notice of this public hearing was published in accordance with Section 206 of the Land Development Regulations.

Staff agrees with the Planning Commission and recommends the Board conduct a public hearing, approve the proposed amendment and adopt the attached ordinances (**Exhibit 3**).

ATTACHMENTS:

Description	Type
Exhibit 1 - Applications	Exhibit
Exhibit 2 - Maps	Exhibit
Exhibit 3 - Ordinances	Exhibit

BAY COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING AND ZONING DIVISION
840 W. 11th Street, Room 2350 - Panama City FL 32401
Phone: 850-248-8250
E-mail: planning@baycountyfl.gov

Agenda Date: December 19, 2023

Application No.: PLDA20230022 Small-Scale Amendment & PLZCA20230018 Zone Change

Applicant: Scot Rutherford

Owner: McRutherford LLC Etal

Appraiser's Parcel Number: 05916-010-000, 05916-000-000

Project Description: The applicant is requesting an approval of a Small-Scale Amendment to the Comprehensive Plan Future Land Use Map to change the land use designation of approximately 3.344 +/- acres from Industrial to General Commercial. The applicant has also requested to change the zoning of the property from the "R-1" Single-Family to "C-3A" General Commercial Low zoning.

Project Location: The property is located at 4622 and 4636 E Highway 390, Panama City, FL 32404

Parcel Information

Parcel Size:	3.344 +/- acres
Land Use Designation:	Industrial
Zoning:	"R-1" Single-Family
Existing Land Use:	Vacant
Surrounding Land Uses:	North: Residential "R-1"; West: Residential "R-1"; South: Equipment Sales "C-3A"; East: Commercial "C-3A"
Project Site Access:	E Highway 390
Service Area:	Urban

Analysis & Discussion

The applicant is proposing to change the land use designation of approximately 3.344 +/- acres from Industrial to General Commercial. As provided for by Section 308 of the Bay County Land Development Regulations.

Table 3A of the Comprehensive Plan allows the General Commercial land use category in the Urban service area. The purpose of the designation is to "provide areas for the continuation, expansion, and creation of business enterprise". This application is accompanied by a request to change the zoning of the property from "R-1" Single-Family to the "C-3A" General Commercial Low zone district.

In accordance with Section 307.3. of the Bay County Land Development Regulations, the Planning Commission and Board of County Commissioners are required to make the following findings in the affirmative prior to approving any proposed zone change.

1. The proposed zone change is consistent with the Comprehensive Plan in that the proposal is within the proper land use category shown on the Future Land Use Map, complies with all standards and criteria associated with that category, and the application is not inconsistent or in conflict with the Plan, Policy 3.2.1, as follows:
 - a. Potential for threat to the health, safety, and welfare of the general public;
 - b. Potential to create public nuisance(s);
 - c. Site suitability;
 - d. Compatibility between zones;
 - e. Consistency with the Comprehensive Plan;
 - f. Availability of infra-structure facilities and services;
 - g. Would not create "spot" zoning; and
 - h. Criteria specified in Table 3A and 12A of the Comprehensive Plan.
2. Whether or not the application for zone change represents a logical and consistent extension of present uses in the general area of the property involved.
3. Granting the application for zone change will not adversely affect other properties in the general vicinity of the property involved.
4. The impact of the rezoning to the environment or natural resources, and the impact upon concurrency issues and requirements.
5. Granting the application for zone change will not interfere, contradict, or conflict with the infrastructure improvement plans of Bay County or any other governmental agency, or otherwise create a physical or financial burden for Bay County.

The General Commercial land use designation and accompanying "C-3A" zone district allows for neighborhood, plaza, and general commercial uses, commerce parks, recreation, conservation, public/institutional, educational facilities, mini-storage warehousing, public facilities, construction companies, and other similar uses. The proposed zone district implements the proposed General Commercial Comprehensive Plan land use designation as specified in Table 3.1 of the Land Development Regulations

The property is located on E Highway 390 in a corridor where the proposed future land use and zoning currently exists. There are existing "C-3A" land use and zoning designations located directly to the west and south of the subject property. E Highway 390 is classified as an arterial road in the Transportation Element of the Comprehensive Plan. The two parcels combined have road frontage of approximately 300' which is well over the requirement for "C-3A".

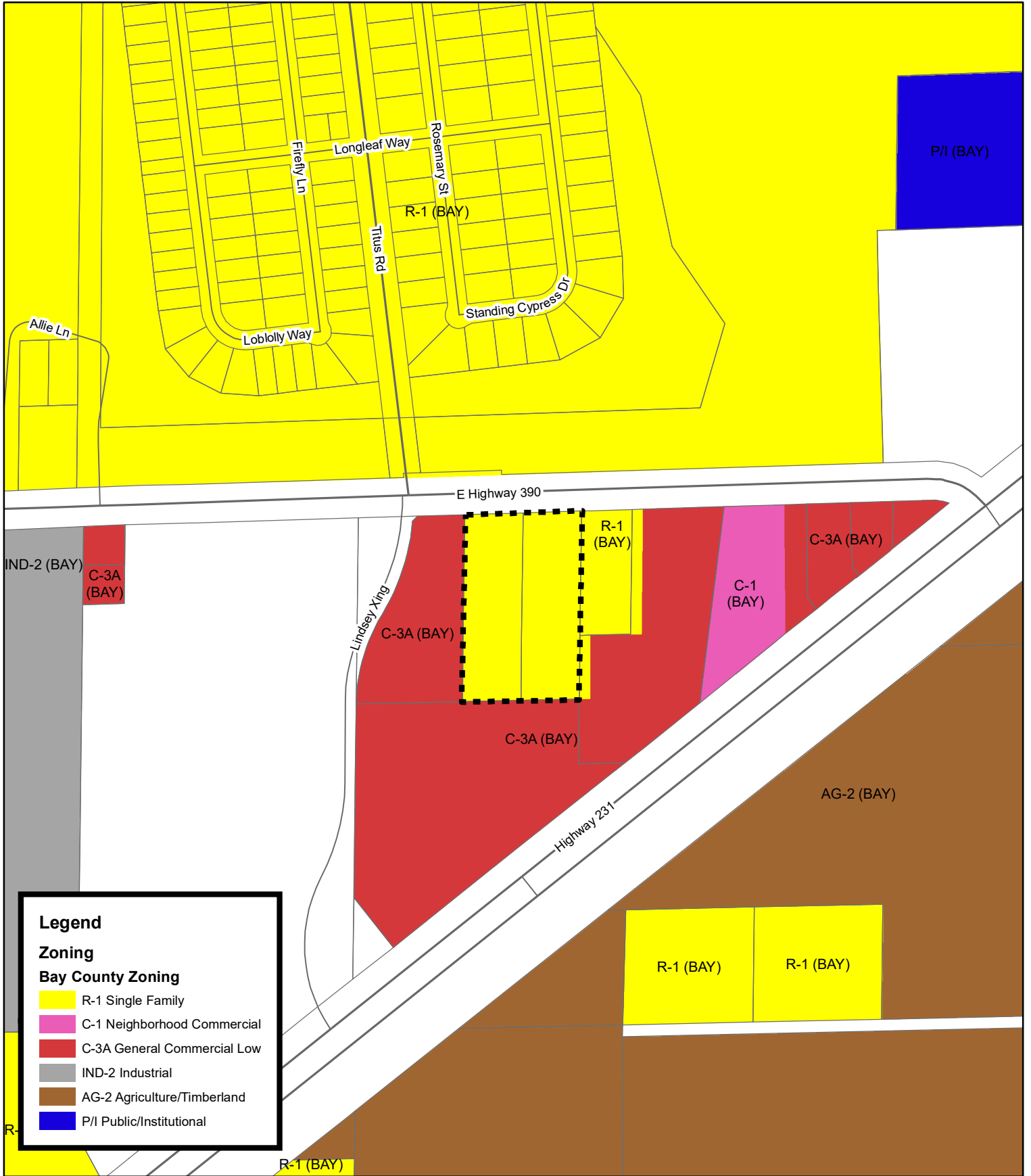
Staff feels that the requested amendment is compatible and consistent with the surrounding area.

Staff Recommendation

It is therefore, recommended, that the Commission:

1. Find the proposed Small-Scale Amendment to the Bay County Future Land Use Map, Application No. PLDA20230022, consistent with the Comprehensive Plan;
2. Find the proposed zone change, Application No. PLZCA20230018, consistent with Comprehensive Plan and Land Development Regulations, and
3. Forward a recommendation to the Board of County Commissioners to approve the proposed land use change and zone change.

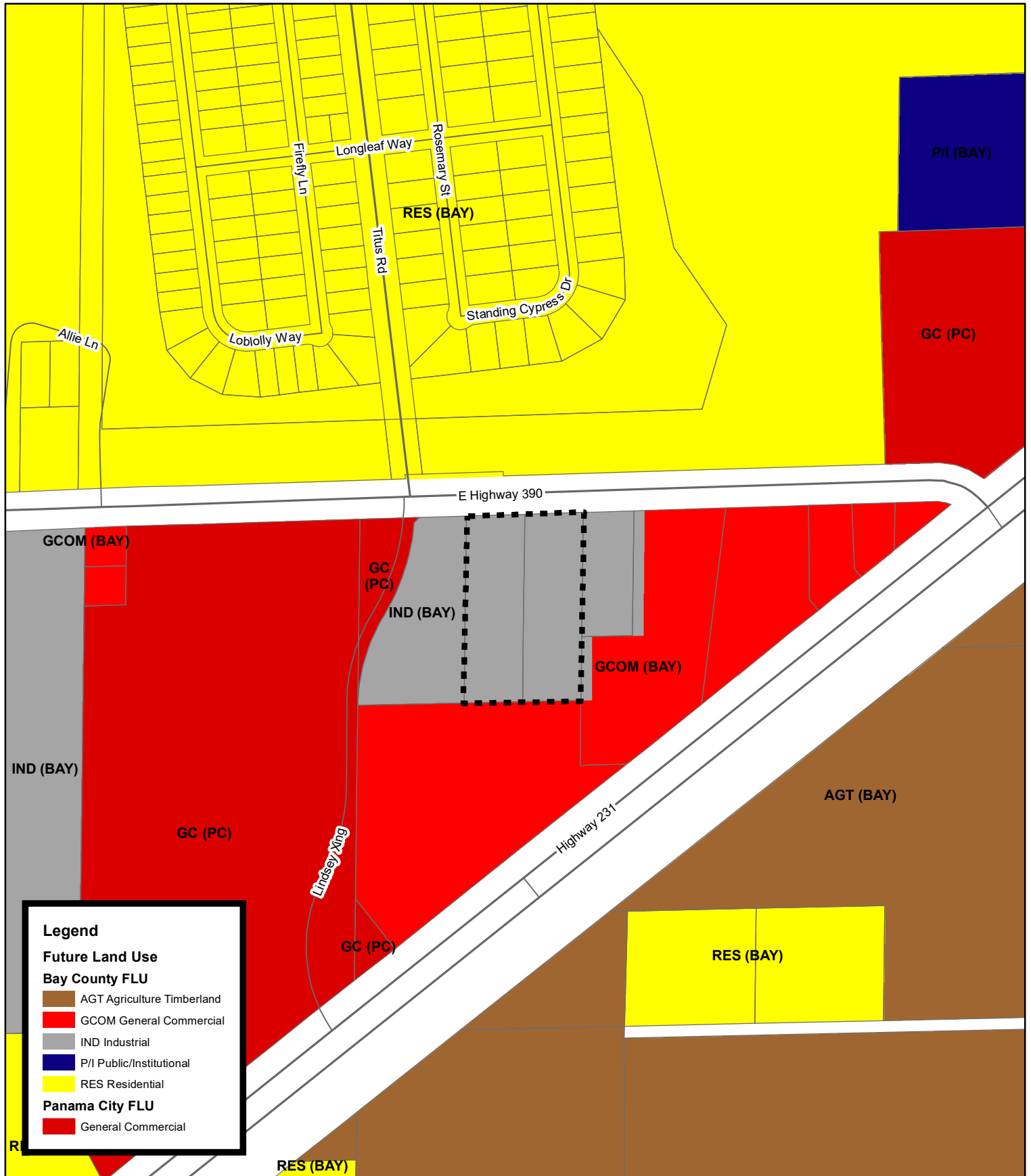
Zoning Map



1 in = 0.06 miles

**Prepared by
Bay County
Planning and Zoning**

Future Land Use Map



1 in = 0.06 miles

Prepared by
Bay County
Planning and Zoning

Bay County Application to Amend the Future Land Use Map of the Comprehensive Plan

A) Applicant Information

File Number

Date Received:

Owners name:	McRutherford LLC Etal	Authorized agent:	Scot Rutherford
Mailing address:	1206 E 24th St. Lynn Haven, FL 32444	Mailing address:	3445 Hwy 389 Panama City Florida 32405
E-mail:	scip@scr.us.com	E-mail:	src-permitting@scr.us.com
Telephone:	850-527-3341	Telephone:	850-265-6979
FAX:		FAX:	

Attach a letter from the property owner granting authorization if agent is submitting application.

B) Requested Amendment

Change From: IND
Existing land use designation

To: GCOM
Proposed land use designation

C) Property Information

Address/location of proposed amendment site:	4622 Hwy 390 E 4636 Hwy 390 E Panama City 32404
Property ID number(s):	05916-010-000, 05916-000-000
Acreage of site:	1.670ac, 1.670ac.

A legal description must be attached in order for the application to be considered complete. Please include a survey if available. Provide an 8.5 X 11 copy.

A copy of signed deed or other instrument documenting legal interest in the property to be amended must be attached for the application to be considered complete. Provide an 8.5 X 11 copy.

Two aerial photographs obtained from the Bay County Property Appraisers Office which identifies the subject property and all property within a 500 foot radius of the subject property must be attached to this amendment application. Provide an 8.5 X 11 copy.

An Environmental Analysis may be required for amendments currently designated "Conservation" on the FLUM.

D) Review Fee Attached:

- | | |
|---|---------|
| 1. Large Scale Amendment (greater than 50 acres) | \$2,720 |
| 2. Small Scale Amendment (less than or equal to 50 acres) | \$1,450 |

E) Site Information

Please provide the following items along with your completed application.

- A vicinity map showing the location of the subject property (8 1/2" by 11" sheet).
- A site plan or drawing, drawn to scale deemed acceptable by the Planning Official, which describes or shows the following. If possible, please include all on one map. (8 1/2" by 11" sheet).
 - Location in relation to surrounding physical features such as streets, railroads, water bodies, etc. Names of adjacent streets and other physical features must be shown.
 - North direction arrow.
 - Township, Range, and Section
 - Dimensions of the site (length, width, etc.) in linear feet.
 - Size of the site in square feet or acres.
 - The plan for development. The type of development proposed for the site; the general location of such development on the site, general parking and stormwater requirements, and the size (square feet) of the proposed development.

F) Justification and Consistency with the Comprehensive Plan

Explain the reasons for requesting the amendment which support why the proposed Future Land Use Map is necessary and consistent with the Comprehensive Plan. Cite specific policies furthered by the proposed amendment, and attach additional pages as needed.

This desired commercial use is not allowed within the current FLU of Residential

The majority of area between HWY 231 and HWY 390 surrounding parcels has a FLU of Commercial.

Amending the FLU map, for this property, to commercial would remain consistent with other properties along the HWY 390 Corridor.

G) Proposed Development

Describe the type of development proposed for the site. For residential amendments include the type and number of residential units.

8,000 SF Commercial Bldg.

10,000 SF Commercial Bldg.

H) Facility Capacity Analysis

Applicants must provide information as to how the site will have access to potable water, sewage disposal, solid waste disposal, roads, and stormwater control.

1. Water and Sewer Service:

a. Potable Water Service

Provider	Permitted capacity (gallons per day – gpd)	Current demand - gpd	Available capacity – gpd
Bay County PWS 1030050	60 mil. gpd	39.9 mil. gpd	20 mil. gpd
Private well (s)____			

Current potable water demand of site under existing designation: 700 gpd

Anticipated potable water demand if amendment is approved: 2,700 gpd

b. Sanitary Sewer Service/Wastewater Treatment

Provider*	Permitted capacity - gpd	Current demand - gpd	Available capacity - gpd
Bay County	7 mil. gpd	4.2 mil. gpd	2.9 mil gpd
Septic tanks or other individual on-site systems ____			

* If wastewater is to be treated using a package system, please fill-in "Package Plant" in the provider column and state the capacity of the proposed system in the second column.

Current wastewater demand of site under existing designation: 700 gpd

Anticipated wastewater demand if amendment is approved: 2,700 gpd

Note: If potable water and sewage disposal is to be through a provider other than Bay County, then the applicant must attach a letter from the proposed provider certifying that adequate capacity and immediate hookups are available to the site.

2. Stormwater: Describe how stormwater will be controlled and treated:

On site stormwater will be conveyed to one of on site stormwater treatment facilities.

The stormwater run-off will be treated and then discharged into the county stormwater system.

3. Transportation: Use professionally acceptable methodology to determine the impacts of the proposed development on transportation infrastructure. A traffic study shall be required if the proposed development will impact a facility at or near its maximum acceptable level of service, and/or if the proposed development will generate 100 or more trips in the peak hour (Land Development Regulations Section 2008.6 and 7). The Traffic Impact Analysis (TIA) must be performed using a traffic micro-simulation model such as Synchro or HCS2000. The Bay County Transportation Planning Organization Congestion Management System must be used to determine whether or not a facility is at or near its maximum capacity for the road segment's AADT. For roads where counts do not exist for AADT, counts must be collected by applicant.

ITE code	Land use	Units/sq. footage	Daily trips	Peak trips
948	Automated Car Wash	1 - Tunnel	39	78
710	General Office	8,000 SF	43	87
151	Mini-Warehouse	19,950 SF	14	29

Road segment	Existing LOS	Projected LOS	Acceptable LOS
35	C	C	(D) 14,850

In which hurricane evacuation zone(s) does the subject property occur:

☐ Tropical storm ☐ Category 1 hurricane ☐ Category 2 hurricane
☐ Category 3 hurricane ☐ Category 4-5 hurricane ☒ N/A

I) Natural Resources

Identify any of the following natural resources or features present on or adjacent to the subject property. An Environmental Analysis and/or Habitat Management Plan may be required for subject properties which are located within currently designated "Conservation Zones" or "Ecosystem Management Areas" by the Comprehensive Plan.

Natural Resources		Yes	No
Flood zones present:		<input type="checkbox"/>	<input checked="" type="checkbox"/>
Type and Map #	Zone 'X'		
Rivers, creeks, streams:		<input type="checkbox"/>	<input checked="" type="checkbox"/>
Identify:			
Bays, bayous, lakes:		<input type="checkbox"/>	<input type="checkbox"/>
Identify:	N/A		
Wetlands:		<input type="checkbox"/>	<input checked="" type="checkbox"/>
Identify:			
Gulf Beach/Dunes		<input type="checkbox"/>	<input checked="" type="checkbox"/>
Deer Point Lake Protection Zone		<input type="checkbox"/>	<input checked="" type="checkbox"/>
Setbacks or control lines		<input type="checkbox"/>	<input checked="" type="checkbox"/>
Attach a list of soil types present and their suitability for dwellings, roads, septic tanks, crops, and pasture (Soil Survey of Bay County, Florida)			

Describe actions or measures that will be taken to protect natural resources from the impact of development (attach additional pages if necessary).

Construction will utilize erosion control methods per code to prevent damage to the surrounding areas and resources.

No natural resource are located within proposed area therefor there will be no impact to natural resources on site.

J) Historic/Archaeological Resources

The State of Florida Master Site File, as published by the Florida Department of State, Division of Historical Resources, must be utilized to identify the possibility of such resources occurring on the subject property. To obtain a letter from the Department, call (850) 487-2333

K) Compatibility with Surrounding Land Uses

Adjacent zoning districts		Adjacent Future Land Use Map designations	
North	R-1 (BC)	North	RES (BC)
South	C-3A (BC)	South	GCOM (BC)
East	R-1 (BC); C-3A (BC)	East	IND (BC); GCOM (BC)
West	GC-2 (PC)	West	GC (PC)

Discuss how the proposed use is compatible with surrounding land uses:

The majority of area between HWY 231 and HWY 390 surrounding parcels has a FLU of Commercial.

Amending the FLU map, for this property, to commercial would put in line with other properties along the HWY 390 Corridor.

L) School Concurrency

- Which public schools serve the site of the proposed amendment:

Name of school	Recommended capacity ¹	Current year enrollment ¹	Surplus or deficit capacity
Elementary: Deer Point			
Middle: Merritt Brown			
High: A.C. Mosley			

¹ Information available from the Bay County Public School District

- Will development resulting from the proposed amendment increase or decrease the potential number of students attending the public schools that serve the subject property? By how many?

Potential Decrease , N/A

Project is commercial

3. If development resulting from the proposed amendment will result in an anticipated student population at any public school serving the subject property in excess of that school's recommended capacity, how will this deficit be corrected?

N/A

4. If proposed solution requires an amendment to the Bay County Public Schools capital improvements program, please provide written verification that the School District agrees to the proposed amendment.

M) Compatibility with Military Installations

Does the Future Land Use Map designation sought through the proposed amendment allow types of development which could be considered potentially incompatible with nearby military installations? If so, how will compatibility issues be resolved (attach additional sheets, including any correspondence with military personnel, as necessary)?

NO

N) Capital Improvements

Will development resulting from the proposed Future Land Use Map amendment require capital improvements to public infrastructure (water or sewer service, roads, etc) in order to support the resultant growth? If so, please specify which infrastructure will be impacted, to what extent, and how will such improvements be funded (attach additional sheets if necessary):

NO

O) Certification and Authorization

- (1) By my signature, I certify that the information contained in this application is true and correct and understand that deliberate misrepresentation of such information will be grounds for denial and reversal of this application and or revocation of any approval based on this application.
- (2) I authorize County staff to enter upon my property at any reasonable time for the purpose of site inspection.
- (3) I authorize the placement of a public notice sign on my property at a location to be determined by County staff.
- (4) I Scot Rutherford (print name) as the property owner or authorized property owner representative have read and understand the attached Information concerning Application for Amendment to the Bay County Comprehensive Plan Future Land Use Map.

Scip Rutherford

Applicant Name (Type or Print)


Applicant Signature

SCR & Associates

Title and Company (if applicable)

10-25-23

Date

FUTURE LAND USE MAP AMENDMENT APPLICATION COMPLETENESS CHECKLIST

Planning and Zoning Staff will only accept complete applications.

Requirements	Check if Complete
Complete Application Form	
\$2,720.00 Fee – Large Scale \$1,450 Fee – Small Scale	<input type="checkbox"/>
Letter of Authorization (If Necessary)	<input type="checkbox"/>
Legal Description (8.5 X 11 copy)	<input type="checkbox"/>
Signed Deed to Property (8.5 X 11 copy)	<input type="checkbox"/>
Aerial Photograph of Property (8.5 X 11 copy)	<input type="checkbox"/>
Survey/Map of Property (8.5 X 11 copy)	<input type="checkbox"/>
Justification	<input type="checkbox"/>
When submitting an application, please submit COPIES of any original documents – the documents may get folded, hole-punched, or stapled.	



BAY COUNTY COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING AND ZONING DIVISION
 840 West 11th Street, Room 2350
 Panama City, Florida 32401
 (850) 248-8250 FAX (850) 248-8267
 e-mail: planning@baycountyfl.gov

Application to Amend the Bay County Zoning Map

(Please type or print clearly)

File No.: _____ Date Received: _____

A) Applicant Information

Owners name:	McRutherford LLC Etal	Authorized agent:	Scot Rutherford
Mailing address:	1206 E 24th St. Lynn Haven, FL 32444	Mailing address:	3445 Hwy 389 Panama City Florida 32405
E-mail:	scop@scr.us.com	E-mail:	scr-permitting@scr.us.com
Telephone:	850-527-3341	Telephone:	850-265-6979
FAX:		FAX:	

Attach a letter from the property owner granting authorization if an agent is submitting application.

B) Requested Zone Change

Change from: Res to: C-3(A)
Existing zoning Proposed zoning

C) Site Information

Address/location of proposed site:	4622 Hwy 390 E 4636 Hwy 390 E Panama City 32404
Property ID number(s):	05916-010-000; 05916-000-000
Property size (acres / square feet):	1.670ac, 1.670ac
Future Land Use Map designation:	IND

A legal description must be attached in order for an application to be considered complete. Please include a survey if available. Provide an 8.5 X 11 copy.

A copy of a signed deed or other instrument documenting legal interest in the property to be amended must be attached for application to be considered complete. Provide an 8.5 X 11 copy.

Two aerial photographs obtained from the Bay County Property Appraisers Office which identifies the subject property and all property within a 500 foot radius of the subject property must be attached to this amendment application. Provide an 8.5 X 11 copy.

D) Review Fee Attached:

1. Zone Change: \$1,450

E) Site Information

Current property use	Single Family Residential
FIRM Zone & Panel No.	'X' LOMR20-04-4506P; #12005C0352H
Wetlands	n/a
Aquifer Recharge	n/a
Coastal Area	n/a
Wildlife Habitat	n/a
Surrounding land uses North:	HWY 390
South:	C-3(A)
East:	C-3(A)
West:	C-3(A)

F) Utilities

Applicants must provide information as to how the site will have access to potable water, sewage disposal, solid waste disposal, roads, and stormwater control.

1. Water and Sewer Service:

a. Potable Water Service

Provider	Permitted capacity (gallons per day – gpd)	Current demand - gpd	Available capacity – gpd
Bay County PWS 1030050	60 mil. gpd	39.9 mil. gpd	20 mil. gpd
Private Well (s)____			

Current potable water demand of site under existing designation: 700 gpdAnticipated potable water demand if amendment is approved: 2,700 gpd

b. Sanitary Sewer Service/Wastewater Treatment

Provider*	Permitted capacity - gpd	Current demand - gpd	Available capacity - gpd
Bay County	7 mil. gpd	4.2 mil. gpd	2.9 mil. gpd
Septic tanks or other individual on-site systems _____			

* If wastewater is to be treated using a package system, please fill-in "Package Plant" in the provider column and state the capacity of the proposed system in the second column.

Current wastewater demand of site under existing designation: 700 gpd

Anticipated wastewater demand if amendment is approved: 2,700 gpd

Note: If potable water and sewage disposal is to be through a provider other than Bay County, then the applicant must attach a letter from the proposed provider certifying that adequate capacity and immediate hookups are available to the site.

2. Stormwater: Describe how stormwater will be controlled and treated:

On site stormwater will be conveyed to one of on site stormwater treatment facilities.

The stormwater run-off will be treated and then discharged into the county stormwater system.

If rezoning to a higher density the following information must be included:

3. Transportation: Use professionally acceptable methodology to determine the impacts of proposed development on transportation infrastructure. A traffic study shall be required if the proposed development will impact a facility at or near its maximum acceptable level of service, and/or if the proposed development will generate 100 or more trips in the peak hour (Land Development Regulations Section 2008-6, 7). The Traffic Impact Analysis (TIA) must be performed using a traffic micro-simulation model

such as Synchro or HCS2000. The Bay County Transportation Planning Organization Congestion Management System must be used to determine whether or not a facility is at or near its maximum capacity for the road segment's AADT. For roads where counts do not exist for AADT, counts must be collected by applicant.

ITE code	Land use	Units/sq. footage	Daily trips	Peak trips
948	Automated car wash	1-tunnel	39	78
710	General Office	8,000 SF	43	87
151	Mini-Warehouse	19,950 SF	14	29

Road segment	Existing LOS	Projected LOS	Acceptable LOS
35	C	C	(D) 14,850

In which hurricane evacuation zone(s) is the subject property located:

☐ Tropical storm ☐ Category 1 hurricane ☐ Category 2 hurricane
☐ Category 3 hurricane ☐ Category 4-5 hurricane ☒ N/A

G) Project Information/Justification

Provide a detailed description of the purpose of the proposed zone change, and how the proposed change is consistent with the following Findings Guidelines (Section 307.3).

- a. The application for zone change is consistent with the Comprehensive Plan. To be consistent means: that the zone change is within the proper land use category shown on the Comprehensive Plan Future Land Use Map and complies with all standards and criteria associated with that category, and; the application for zone change is not inconsistent or in conflict with the Comprehensive Plan, Policy 3.2.1 of the Future Land Use Element as follows.
 - i. Potential for threat to the health, safety, and welfare of the general public;
 - ii. Potential to create public nuisance(s);

- The desired zone change, along with the desired FLUM change (application has been submitted for review), will NOT negatively affect the public or the County. The change will bring said parcels into alignment with the surrounding area. Allowing the change will create an homogeneous Commercially zoned area between HWY 390 & 231 intersection.

Please be advised that your property may be subject to private covenants and restrictions which, under Policy 8.5.2 of the Bay County Comprehensive Plan, are encouraged and supported by the Bay County Board of County Commissioners provided such restrictions do not conflict with the Plan.

I) Certification and Authorization

- (1) By my signature, I certify that the information contained in this application is true and correct and understand that deliberate misrepresentation of such information will be grounds for denial and reversal of this application and or revocation of any approval based on this application.
- (2) I authorize County staff to enter upon my property at any reasonable time for the purpose of site inspection.
- (3) I authorize the placement of a public notice sign on my property at a location to be determined by County staff.
- (4) I Scip Rutherford (print name) as the property owner or authorized property owner representative have read and understand the attached information concerning Application for Amendment to the Bay County Zoning Map.

Scip Rutherford

Applicant Name (Type or Print)



Applicant Signature

SCR & Associates

Title and Company (if applicable)

11-3-23

Date

ZONING MAP AMENDMENT APPLICATION COMPLETENESS CHECKLIST

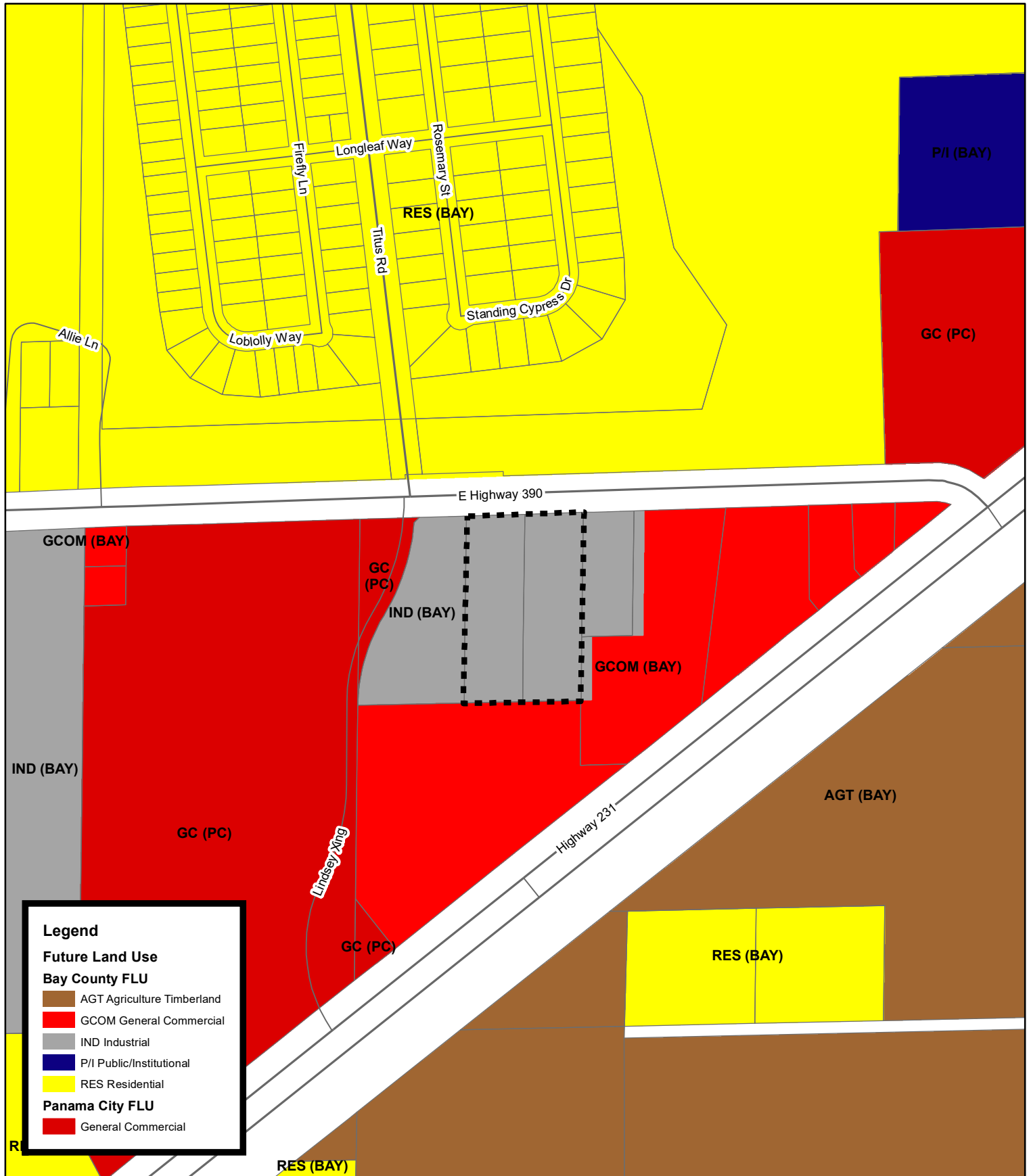
Planning and Zoning Staff will only accept complete applications.

Requirements	Check if Complete
Complete Application Form	
\$1,450.00 Fee	
Letter of Authorization (If Necessary)	
Site Plan (8.5 X 11 copy)	
Signed Deed to Property (8.5 X 11 copy)	
Survey/Map of Property (8.5 X 11 copy)	
When submitting an application, please submit COPIES of any original documents – the documents may get folded, hole-punched, or stapled.	



**BAY COUNTY COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING AND ZONING DIVISION
840 West 11th Street, Room 2350
Panama City, Florida 32401
(850) 248-8250 FAX (850) 248-8267
e-mail: planning@baycountyfl.gov**

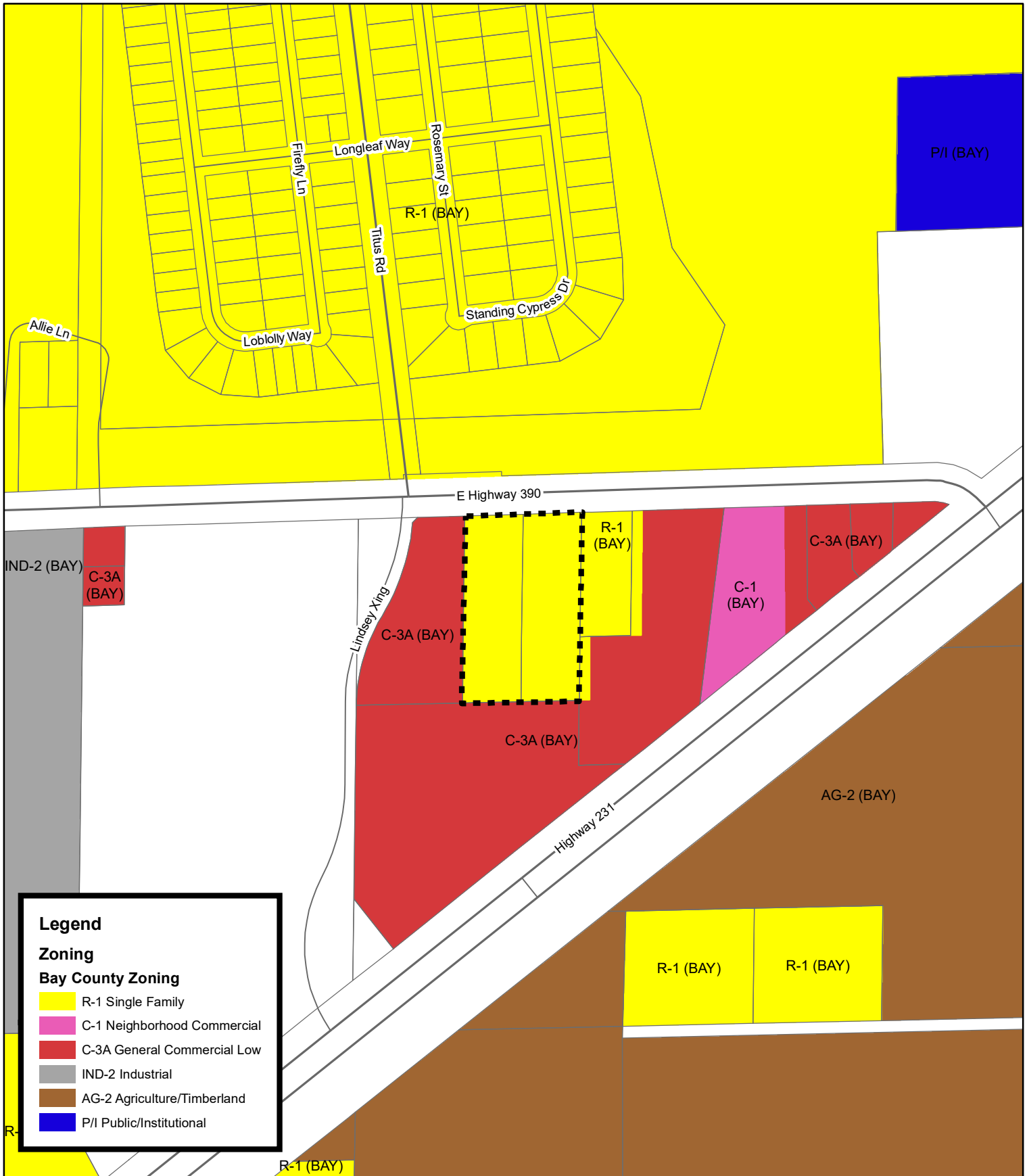
Future Land Use Map



1 in = 0.06 miles

Prepared by
Bay County
Planning and Zoning

Zoning Map



1 in = 0.06 miles

Prepared by
Bay County
Planning and Zoning

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 09-36
ENTITLED "AN ORDINANCE ADOPTING THE BAY
COUNTY COMPREHENSIVE PLAN", AS AMENDED;
PROVIDING FOR AUTHORITY; PROVIDING A SHORT
TITLE; REVISING THE FUTURE LAND USE MAP;
PROVIDING FOR SEVERABILITY; PROVIDING AN
EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Bay County, Florida (the "Board"), approved Ordinance No. 09-36 (the "Bay County Comprehensive Plan") on October 20, 2009;

WHEREAS, the Board has approved other ordinances amending the Bay County Comprehensive Plan;

WHEREAS, McRutherford, LLC, (the "applicant"), requested a small-scale amendment to the Bay County Comprehensive Plan (the "application");

WHEREAS, the requested amendment is to change the land described in Exhibit 1 on the Future Land Use Map;

WHEREAS, Staff conducted a technical analysis of the application resulting in findings and recommendations;

WHEREAS, the Planning Commission conducted a public hearing on December 19, 2023, to hear and consider comments from the public;

WHEREAS, the Board conducted a public hearing on January 17, 2024, to hear and consider comments from the public as well as the recommendations of the Planning Commission concerning the amendment requests;

WHEREAS, the Board found the proposed amendment to be generally consistent with the Bay County Comprehensive Plan.

NOW, THEREFORE, be it ordained by the Board of County Commissioners of Bay County:

Section 1. Authority and Purpose. This ordinance is adopted pursuant to the authority granted counties in Chapter

125 and is enacted to provide for the health, safety, and welfare of the citizens of Bay County, Florida and to implement the Bay County Comprehensive Plan and the Bay County Land Development Regulations pursuant to Chapter 163, Part II, Florida Statutes.

Section 2. Short Title. This ordinance shall be known as "Bay County Small Scale Plan Amendment PL20230022 to the Bay County Comprehensive Plan".

Section 3. Change to the Comprehensive Plan. The Bay County Comprehensive Plan including the Future Land Use Map (FLUM) is hereby changed as follows, and described in Exhibit 1.

<u>Reference</u>	<u>Action Taken</u>	<u>Location</u>
PL20230022	Change 3.3 ± acres from "Industrial" to "General Commercial" on the FLUM.	See Exhibit 1

Section 4. Severability. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason invalid or unconstitutional by the decision of any court or regulatory body of competent jurisdiction, such decisions shall not effect the validity of the remaining portions hereof. The Board hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause and phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared illegal, invalid, or unconstitutional, and all ordinances and parts or ordinances in conflict with the provision of this ordinance are hereby repealed.

Section 5. Effective Date. The Small-Scale Amendment approved by this Ordinance shall not become effective until 31 days after adoption. If challenged within 30 days after adoption, the Small-Scale Amendment approved by this Ordinance shall not become effective until the state land planning agency or the Administration Commission, respectively, issues a final order that determines that this Small-Scale Amendment is "in compliance", as that term is defined by law. Any noncompliant plan amendment shall not delay or otherwise influence the effective date of any compliant amendments.

PASSED AND ADOPTED this 17th day of January, 2024.

BOARD OF COUNTY COMMISSIONERS
OF BAY COUNTY FLORIDA

Tommy Hamm, Chairman

ATTEST:

Clerk

Approved as to correctness of form:

Office of the County Attorney

cc: Bay County Property Appraiser

ORDINANCE NO. ____
AN ORDINANCE AMENDING ORDINANCE NO. 04-29
ENTITLED "THE BAY COUNTY OFFICIAL ZONING
DISTRICT MAP", AS AMENDED; PROVIDING FOR
AUTHORITY AND PURPOSE; PROVIDING A SHORT
TITLE; PROVIDING FOR CHANGES TO THE OFFICIAL
ZONING MAP; PROVIDING FOR SEVERABILITY;
PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Bay County, Florida (the "Board"), approved Ordinance No. 04-29 (the "Bay County Official Zoning District Map") on September 21, 2004;

WHEREAS, the Board has approved other ordinances amending the Bay County Official Zoning District Map (Zoning District Map);

WHEREAS, McRutherford, LLC, (the "applicant") submitted an application to change the zoning designation of the land described in Exhibit 1 on the Zoning District Map (the "rezoning");

WHEREAS, pursuant to Section 307 of the Bay County Land Development Regulations Staff conducted a technical analysis of the application for rezoning resulting in findings and recommendations;

WHEREAS, pursuant to Section 307 of the Bay County Land Development Regulations and Section 163.3174, F.S. the Planning Commission conducted a public hearing on December 19, 2023, to hear and consider comments from the staff, the applicant, and the public on the rezoning;

WHEREAS, pursuant to Section 307 of the Bay County Land Development Regulations and Section 125.66, F.S. the Board conducted a quasi-judicial public hearing on January 17, 2024, to hear and consider the recommendations of the Planning Commission concerning the rezoning and to hear and consider comments from staff, the applicant, and the public;

WHEREAS, the Board found the proposed rezoning to be generally consistent with the Bay County Comprehensive Plan.

NOW, THEREFORE, be it ordained by the Board of County Commissioners of Bay County:

Section 1. Authority and Purpose. This ordinance is adopted pursuant to the authority granted counties in Chapter 125 and is enacted to provide for the health, safety and welfare of the citizens of Bay County, Florida and to implement the Bay County Comprehensive Plan and Bay County Land Development Regulations pursuant to Chapter 163, Part II, Florida Statutes.

Section 2. Short Title. This ordinance shall be known as "Bay County Rezoning PL20230018 to the Bay County Official Zoning District Map".

Section 3. Changes to the Zoning District Map. The Zoning District Map is hereby changed as follows and described in Exhibit 1.

<u>Reference</u>	<u>Action Taken</u>	<u>Location</u>
PL20230018	Change 3.3 +/- acres from	See Exhibit 1
	"Single-Family (R-1)" to "General Commercial Low (C-3A)" on the	
	Zoning District Map.	

Section 4. Severability. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason invalid or unconstitutional by the decision of any court or regulatory body of competent jurisdiction, such decisions shall not effect the validity of the remaining portions hereof. The Board hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause and phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared illegal, invalid, or unconstitutional, and all ordinances and parts or

ordinances in conflict with the provision of this ordinance are hereby repealed.

Section 5. Effective date. This Ordinance shall become effective as provided by law.

PASSED AND ADOPTED this 17th day of January, 2024.

BOARD OF COUNTY COMMISSIONERS
OF BAY COUNTY FLORIDA

Tommy Hamm, Chairman

ATTEST:

Clerk

Approved as to correctness of form:

Office of the County Attorney

cc: Bay County Property Appraiser