COUNTY COMMISSIONERS
District 1 - Tommy Hamm
District 2 - Robert Carroll
District 3 - William T. Dozier, Chairman
District 4 - Guy M. Tunnell
District 5 - Philip Griff Griffitts, Vice Chairman

February 21, 2017

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. ADDITION OF EMERGENCY ITEMS/DELETIONS

F. PRESENTATIONS

- Service Awards

G. PUBLIC PARTICIPATION

H. CONSENT AGENDA

Budget Office

1. **Budget Amendment FY 2017**

   Recommendation: Requesting that the Board adopt a resolution amending the Fiscal Year 2016-2017 Budget.

2. **Special Law Enforcement Trust Fund**

   Recommendation: Board approve Sheriff's request for expenditures of monies from the Special Law Enforcement Trust Fund.

3. **Commissioner Selection to Debt Management Advisory Committee**

   Recommendation: Board to select a Commissioner to serve on the Bay County Debt Management Advisory Committee.

Clerks Report

4. **Annual Investment Report, Revenues and Expenditures, Check Register, Inventory Deletions and Tax Certificate Refunds and/or**

Cancellations

Recommendation: Board to acknowledge receipt of reports.

County Attorney

5. **Agreement Governing Intellectual Property with Albert Bock**

   Recommendation: Staff recommends the Board approve and authorize the Chairman to sign the attached Agreement Governing Intellectual Property.

6. **Internment Fee for Unclaimed Indigent Cremains**

   Recommendation: Board to consider and approve an amendment to the County's policy regarding the cremation of indigent and unclaimed persons. This amendment will create an internment fee of $125.00 for the cremains, and increase the holding period prior to internment to 180 days.

County Manager's Office

7. **Library Advisory Committee Appoinment Confirmation**

   Recommendation: Board to confirm the appointment for the District III vacant seat.

8. **Parks and Recreation Advisory Board Appointment Confirmation**

   Recommendation: Board to confirm the appointment for the District II vacant seat.

9. **Planning Commission Appointment Confirmation**

   Recommendation: Board to confirm the appointment for the District III vacant seat.

Public Works

10. **Termination of Jenks Avenue LAP Funding**

    Recommendation: Board: 1) Terminate existing Local Agency Program (LAP) funding with the Florida Department of Transportation (FDOT) for the construction of the Jenks Avenue Bike Lane Project; and, 2) Authorize the Chairman to sign the resolution; and 3) Authorize staff to submit a TRIP grant application for the new scope of work. (**District I)**

11. **Frankford Avenue Railroad Reimbursement Agreement**

    Recommendation: Board: 1) Adopt a resolution authorizing the execution of the Railroad Reimbursement Agreement for the Bay Line Railroad crossing on Frankford Avenue; and 2) Authorize the Chairman to sign the agreement and resolution. **(DISTRICT III)**

Purchasing Office

12. **2016 Delinquent Tax Roll Advertisement**

Recommendation: Board award low bid for legal advertising services to Bay County Bullet for real and personal property with delinquent taxes as required by Florida Statute 197.402(1).

13. **Amendment #3 15-08 Access Control Systems**

Recommendation: Board approve additional services for the Government Center and additional control systems at the Lynn Haven Tax Collector building and authorize the Chairman to sign Amendment #3 for contract 15-08 Access Control Systems with GSC Services, Inc.

14. **Tax Collector Lease with City of Lynn Haven**

Recommendation: Board approve and authorize the Chairman to execute a one (1) year lease agreement with three (3) additional one (1) year renewal options with the City of Lynn Haven to provide a satellite office for the Tax Collector.

Restore Act

15. **RESTORE Act Advisory Board Appointment Confirmations**

Recommendation: Board to ratify expired and appoint new members to the RESTORE Act Committee Advisory Board.

Tourist Development

16. **2017 Beach Renourishment Construction Inspection Services**

Recommendation: It is recommended that the Board of County Commissioners approve and authorize the Chairman to execute Task Order 10 with Dewberry Engineers, Inc. for the 2017 beach renourishment inspection hourly services not to exceed $45,000. This project will be paid from the Third Cent Tax Trust Fund (Account 0291-5303104).

17. **2017 Beach Renourishment Construction Management and Engineering Services**

Recommendation: It is recommended that the Board of County Commissioners approve and authorize the Chairman to execute Task Order 11 with CB&I Coastal Planning & Engineering, Inc. for the 2017 beach renourishment construction management and engineering services in the amount of $153,547 plus an allowance of $23,760 in the event the construction period is longer than anticipated. This project will be paid from the Third Cent Tax Trust Fund (Account 0291-5303104).

Utility Services

18. **Water Treatment Plant - Iron Humate Residuals Disposal Services**

Recommendation: Board: 1) Approve Amendment #3 to the Iron Humate

Residual Disposal Services contract to allow for additional quantities to be hauled and disposed at the contracted rate, and 2) Authorize the Chairman to execute the contract amendment.

19. **High Density Lime Slurry Design Build Award**

Recommendation: Board 1) Authorize staff to negotiate a contract with the first ranked firm Marshall Brothers Construction & Engineering, Inc.; and 2) Authorize staff to negotiate a contract with the second ranked firm, Royal American Construction Co., Inc., if an acceptable agreement cannot be reached with the first ranked firm.

I. REGULAR AGENDA

Outside Agencies

20. **Bay County Industry Recruitment, Retention and Expansion Grant Agreement**

Recommendation: Board to 1) authorize staff to draft an agreement to provide incentives to GKN Aerospace Florida, Inc. for the creation and retention of high paying jobs in Bay County with the terms as described in the board memo; and 2) authorize the Chairman to sign such an agreement as approved by the County Attorney's Office.

Public Works

21. **LAP with FDOT for Minnesota Avenue Sidewalk Project**

Recommendation: Board: 1) Approve the Local Agency Program (LAP) Agreement with the Florida Department of Transportation (FDOT) for the construction of a sidewalk on Minnesota Avenue from CR 2321 Baldwin Road to Mosley Drive; and, 2) Authorize the Chairman to sign all agreements and the resolution. (**District I)**

J. PUBLIC HEARING

County Attorney

22. **Ordinance allowing Special Magistrate to hear Code Enforcement cases**

Recommendation: Board to conduct a public hearing and adopt the attached ordinance amending Bay County Code Sec. 7-28 to allow the board of county commissioners to designate a special magistrate to hear code enforcement cases.

23. **Resolution Designating Special Magistrate**

Recommendation: Board to approve the attached resolution designating that a Special Magistrate is authorized to hear code enforcement cases and delegating to the County

Attorney the authority to hire a Special Magistrate.

Public Works

24. **Portions of Vance St. and Dorothy Ave. ROW Abandonment**

Recommendation: Board: 1) Conduct a public hearing to consider the abandonment of a portion of Vance Street, platted by virtue of the 5th and 6th addition of The Pines Subdivision, and a portion of Dorothy Ave. as recorded in The Pines 5th addition; and, 2) If approved, adopt a resolution to abandon; and, 3) Authorize the Clerk of the Court to record the resolution. **(District V)**

Transit

25. **Transit Grant Applications with FDOT**

Recommendation: Requesting that the Board hold a public hearing on the application submittals to continue receiving Florida Department of Transportation (FDOT) Grants 5311 and 5339 on behalf of Bay County Transportation Planning Organization per our agreement. **The hearing only needs to take place if a request for a hearing is made in writing 48 hours prior to the meeting date.**

K. PUBLIC PARTICIPATION

L. COUNTY ATTORNEY'S REPORT

M. COUNTY MANAGER'S REPORT

N. CHAIRMANS AND COMMISSIONERS COMMENTS

O. ADJOURN

BAY COUNTY BOARD OF COUNTY COMMISSIONERS
840 West 11th Street
Panama City, Florida 32401
Telephone: (850) 248-8140 Fax: (850) 248-8153
E-Mail Address: bocc@baycountyfl.gov

Commission Meeting Schedules and Agenda Items Available on our Home Page:
www.baycountyfl.gov

Contact County Commissioners:

Commissioner Tommy Hamm, District 1
E-Mail Address: thamm@baycountyfl.gov

Commissioner Robert Carroll, District 2

E-Mail Address: rcarroll@baycountyfl.gov

Commissioner William T. Dozier, District 3
E-Mail Address: wdozier@ baycountyfl.gov

Commissioner Guy M. Tunnell, District 4
E-Mail Address: gtunnell@ baycountyfl.gov

Commissioner Philip Griff Griffitts, District 5
E-Mail Address: pgriffitts@baycountyfl.gov

"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

Budget Amendment FY 2017

DEPARTMENT MAKING REQUEST/NAME:
Budget Office, Johnathan A. Stukey, Budget Officer

MEETING DATE: 2/21/2017

REQUESTED MOTION/ACTION:
Requesting that the Board adopt a resolution amending the Fiscal Year 2016-2017 Budget.

AGENDA
Budget Office - Consent

BUDGETED ITEM? No
BUDGET ACTION:
BUDGET AMENDMENT REQUIRED
FINANCIAL IMPACT SUMMARY STATEMENT:

BACKGROUND:

Fund 001, General Fund, FY 2017 budget, will need to be amended to recognize increased cash forward for funds carried forward from FY16 to FY17 for projects or purchases not completed in prior fiscal year as well as for state and federal grants, and place those funds into the respective departments for future related expenditures. In addition, recognize a release of reserved revenue funds from the balance sheet for the Law Enforcement Trust fund and place into the Trust Fund department for related expenditure and movement of reserve for contingencies to the Sheriff budget for policing during the upcoming tourist related season.

Fund 101, Transportation, FY 2017 budget, will need to be amended to recognize carry forward funds for projects and equipment not expensed in FY16 for cash forward as well as various grants, (such as CR 2300, Roadway Striping, R & B Wash Rack Awning, Roadway Improvement (Star Ave), Road Resurfacing (Resota & Mckenzie)), and place those funds into the departments for future related expenditures and continuation of projects.

Fund 401, Water System, FY 2017 budget, will need to be amended to recognize funds to be carried forward from FY16 for upgrades to the lime silo, and improvements on the high service pump as well as repairs and engineering expenditures not completed in the prior fiscal year.

Fund 420, Retail Water & Wastewater, FY 2017 budget, will need to be amended to recognize funds to be carried forward from FY16 for expenditures not completed in the prior fiscal year.

Fund 430, Solid Waste, FY 2017 budget, will need to be amended to recognize funds to be carried forward from FY16 for expenditures not completed in the prior fiscal year.

Fund 505, Workers Comp, FY 2017 budget, will need to be amended to recognize funds to be carried forward from FY16 for expenditures not completed in the prior fiscal year.

Summary:

The budget amendment resolution **(EXHIBIT 1)** is attached that includes the budget amendment detail and the budget amendment schedule **(EXHIBIT A)**.

ATTACHMENTS:

Description	Type
Budget Amendment Resolution Feb 21, 2017 Exhibit 1	Exhibit
Budget Amendment FY17 Exhibit A Feb 21, 2017	Exhibit

RESOLUTION NO.: _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY FLORIDA AMENDING THE ADOPTED FINAL BUDGET OF FISCAL YEAR 2016-2017 PURSUANT TO RESOLUTION NO. 3406*;* AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Fund 001, General Fund, FY 2017 budget, will need to be amended to recognize increased cash forward for funds carried forward from FY16 to FY17 for projects or purchases not completed in prior fiscal year as well as for state and federal grants, and place those funds into the respective departments for future related expenditures. In addition, recognize a release of reserved revenue funds from the balance sheet for the Law Enforcement Trust fund and place into the Trust Fund department for related expenditure and movement of reserve for contingencies to the Sheriff budget for policing during the upcoming tourist related season.

WHEREAS, Fund 101, Transportation, FY 2017 budget, will need to be amended to recognize carry forward funds for projects and equipment not expensed in FY16 for cash forward as well as various grants, (such as CR 2300, Roadway Striping, R & B Wash Rack Awning, Roadway Improvement (Star Ave), Road Resurfacing (Resota & Mckenzie)), and place those funds into the departments for future related expenditures and continuation of projects.

WHEREAS, Fund 401, Water System, FY 2017 budget, will need to be amended to recognize funds to be carried forward from FY16 for upgrades to the lime silo, and improvements on the high service pump as well as repairs and engineering expenditures not completed in the prior fiscal year.

WHEREAS, Fund 420, Retail Water & Wastewater, FY 2017 budget, will need to be amended to recognize funds to be carried forward from FY16 for expenditures not completed in the prior fiscal year.

WHEREAS, Fund 430, Solid Waste, FY 2017 budget, will need to be amended to recognize funds to be carried forward from FY16 for expenditures not completed in the prior fiscal year.

WHEREAS, Fund 505, Workers Comp, FY 2017 budget, will need to be amended to recognize funds to be carried forward from FY16 for expenditures not completed in the prior fiscal year.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Bay County, Florida, does hereby amend the fiscal year 2016-2017 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 **21st day of February, 2017**.

BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY, FLORIDA

_____
William T. Dozier, Chairman

ATTEST:

_____
Bill Kinsaul, Clerk

APPROVED AS TO FORM:

_____
Office of the County Attorney

ACCOUNT NO.		ACCOUNT NAME	FY 2017 BUDGET	ADJUSTMENT	AMENDED BUDGET	EXPLANATION
		001 General Fund				
Revenues						
001	3310001	FEDERAL GRANTS	0	532,705	532,705	Beautification grant not completed in prior fiscal year.
001	3340001	STATE GRANTS	75,000	135,859	210,859	grant not completed in prior fiscal year.
001	3899996	RESERVE RELEASE	2,044,373	194,000	2,238,373	expenditures in FY17
001	3899999	BALANCE FWD−CASH FORWARD	10,000,000	1,168,711	11,168,711	FY17 for projects or purchases not completed in prior fiscal year.
Expenditures						
Bcc Control-Human Srvs						
0056	5304605	REPAIR/MAINT−BLDG & GRND	93,200	114,350	207,550	FY17 for the Health Department in-ground boiler line re-route project not
Sheriff						
0120	5304605	REPAIR/MAINT−BLDG & GRND	128,325	433,300	561,625	FY17 for projects or purchases not completed in prior fiscal year.
0120	5819150	FEES & COST-SHERIFF	20,173,357	140,000	20,313,357	FY17 for projects or purchases not completed in prior fiscal year.
Human Resources						
0127	5305224	EMPLOYEE DEVELOPMENT	43,100	18,400	61,500	FY17 for projects or purchases not completed in prior fiscal year.
GIS						
0136	5304605	REPAIR/MAINT−BLDG & GRND	0	35,000	35,000	FY17 for projects or purchases not completed in prior fiscal year.
0136	5606401	EQUIPMENT	10,000	10,000	20,000	FY17 for projects or purchases not completed in prior fiscal year.
0136	5606450	COMPUTER SOFTWARE	97,300	23,345	120,645	FY17 for projects or purchases not completed in prior fiscal year.
Medical Examiner						
0150	5304605	REPAIR/MAINT−BLDG & GRND	153,112	89,450	242,562	FY17 for projects or purchases not completed in prior fiscal year.
Animal Control						
0154	5606201	BUILDINGS	0	67,500	67,500	FY17 for projects or purchases not completed in prior fiscal year.
Information Tech						
0166	5303401	CONTRACTED SERVICES	196,295	110,859	307,154	FY17 for projects or purchases not completed in prior fiscal year.
0166	5304605	REPAIR/MAINT−BLDG & GRND	0	49,473	49,473	FY17 for projects or purchases not completed in prior fiscal year.
0166	5606314	IMPRV−NETWORK CONNECT	20,000	10,186	30,186	FY17 for projects or purchases not completed in prior fiscal year.
0166	5606401	EQUIPMENT	52,000	16,714	68,714	FY17 for projects or purchases not completed in prior fiscal year.
0166	5606450	COMPUTER SOFTWARE	56,500	115,885	172,385	FY17 for projects or purchases not completed in prior fiscal year.
Law Enforcement						
0168	5819154	FEES & COST - SHER/LEE TRST	90,000	194,000	284,000	in Department for related expenditures
Parks & Rec						
0180	5606401	EQUIPMENT	148,112	12,038	160,150	FY17 for projects or purchases not completed in prior fiscal year.

ACCOUNT NO.		ACCOUNT NAME	FY 2017 BUDGET	ADJUSTMENT	AMENDED BUDGET	EXPLANATION
Pier Operations						
0186	5606401	EQUIPMENT	19,996	19,041	39,037	FY17 for projects or purchases not completed in prior fiscal year.
Extension Services						
0195	5606349	IMPRV−ARTIFICIAL REEF	54,000	39,000	93,000	FY17 for projects or purchases not completed in prior fiscal year.
Infrastructure						
0172	5303401	CONTRACTED SERVICES	0	135,859	135,859	FY17 for projects or purchases not completed in prior fiscal year.
0172	5606301	IMPRV OTHER THAN BLDGS	0	532,705	532,705	FY17 for projects or purchases not completed in prior fiscal year.
State Attorney						
0602	5304605	REPAIR/MAINT−BLDG & GRND	130,382	4,170	134,552	FY17 for projects or purchases not completed in prior fiscal year.
Reserves						
0972	5909910	RESERVE FOR CONTINGENCIES	382,853	(140,000)	242,853	FY17 for projects or purchases not completed in prior fiscal year.
		101 Transportation				
Revenues						
101	3899999	Balance Forward - Cash Forward	1,000,000	4,980,558	5,980,558	equipment purchases, Roadway Striping, R & B Wash Rack Awning, Imprve
101	3312003	FED Grant - EPA	0	2,090,558	2,090,558	Carry Forward grant balance for Scott and Gore Rd
101	3314902	Fed Grant - Baldwin Widen	0	2,023,980	2,023,980	Carry Forward grant balance for Baldwin Widening
101	3314901	Fed Grant - CR 2297 Bridge	0	8,045,385	8,045,385	Carry Forward grant balance for CR 2297 Bridge
101	3314907	Fed Grant - Sdwlk/Bike Ln	0	2,524,200	2,524,200	Carry Forward grant balance for Star Ave and Thomas Dr Phase VI
101	3310001	Federal Grants	2,336,000	406,000	2,742,000	Carry Forward grant balance for intersection of 26th @ East Ave
101	3344918	ST GRANT−ADPT T/S PHS II	0	1,123,661	1,123,661	Carry Forward grant balance for ITS Phase II expansion project
101	3344920	ST GRANT−INTELL TRNSP SYS	450,000	304,104	754,104	Carry Forward box funds ITS dept 0229
Expenditures						
Engineering						
0220	5606401	Equipment	0	35,660	35,660	Carry Forward for equipment not expensed in FY16
Roads						
0225	5606401	Equipment	615,000	1,068,710	1,683,710	Carry Forward equipment operating budget not expended in FY16
Intelligent Transportation System						
0229	5808150	GRANT−ADAPT TRF PHS II	0	1,123,661	1,123,661	Carry Forward grant balance for ITS Phase II expansion project
0229	5909920	Reserve - Futures Cap Outlay	0	304,104	304,104	Carry Forward box funds ITS dept 0229

ACCOUNT NO.		ACCOUNT NAME	FY 2017 BUDGET	ADJUSTMENT	AMENDED BUDGET	EXPLANATION
Traffic Engineering						
0230	5305205	GAS, OIL & LUBRICANTS	44,616	23,031	67,647	Carry Forward grant balance for ITS Phase II expansion project
0230	5305206	MATERIALS−SIGNS	65,000	29,665	94,665	Carry Forward box funds ITS dept 0229
Transportation Capital Projects						
0232	5303420	Contr Srv - Rdway Trf Strpg	100,000	319,876	419,876	Carry Forward expenditures for Roadway Striping
0232	5606201	Buildings	0	119,719	119,719	Carry Forward project expenditures for R & B Wash Rack Awning
0232	5606531	CIP Baldwin Widening	0	2,023,980	2,023,980	Carry Forward project expenditures not completed in FY16 (Grant)
0232	5606535	CIP CR 2297 Bridge	0	8,045,385	8,045,385	Carry Forward project expenditures not completed in FY16 (Grant)
0232	5616301	Imprv Roads & Bridges	400,000	2,273,201	2,673,201	Grant)(556,201 Cash) CR 2300 & Star
0232	5616302	Imprv - Pedestrian/Bike Path	2,336,000	807,200	3,143,200	Dr Vl
0232	5616306	Imprv - Intersection (26th @ East Ave)	0	406,000	406,000	East)
0232	5616310	Paving/Resurf - Top 12 Project	1,173,458	1,208,845	2,382,303	McKenzie
0232	5616312	Paving/Dirt Collector Rd (Spikes Rd)	0	132,510	132,510	Carry Forward project expenditures not completed in FY 16 for Spikes Rd
0232	5616401	Improvements - PPP	0	885,175	885,175	Carry Forward project expenditures not completed in FY 16 for PPP
Stormwater Projects						
0243	5303401	Contracted Services	45,200	27,403	72,603	Carry Forward Lake Powell project expenditures
0243	5304922	Fees & Cost Permits	9,000	10,820	19,820	Carry Forward Laird Bayou Dredging Project expenditures
0243	5606554	CIP - Drainage Projects	500,000	444,839	944,839	Carry Forward Tram Rd project expenditures not completed in FY16
0243	5606563	CIP - Erosion Projects	0	2,090,558	2,090,558	Carry Forward project expenditures for Scott and Gore Rd (Grants)
0243	5606569	CIP - Pipe & Major Maint Projects	563,000	118,104	681,104	Carry Forward Pipe Lining project expenditures
		401 WATER SYSTEM				
Revenues						
401	3899999	BALANCE FWD−CASH FORWARD	14,000,000	6,861,360	20,861,360	FY17 for projects or purchases not completed in prior fiscal year.
Expenditures						
Water Plant Operations						
0405	5303104	PROF SRV−ENGINEERING	52,500	4,890	57,390	FY17 for projects or purchases not completed in prior fiscal year.
Water Sys Renewal & Replc						
0408	5606383	IMP−STRG RSVR&HIGH SVSPMP	0	2,990,972	2,990,972	FY17 for projects or purchases not completed in prior fiscal year.
0408	5606390	IMPRV−WATER FACILITIES	2,000,000	1,862,888	3,862,888	FY17 for projects or purchases not completed in prior fiscal year.
0408	5606534	CIP−EMERGENCY REPAIRS	321,280	2,610	323,890	FY17 for projects or purchases not completed in prior fiscal year.
0408	5606537	CIP−RPLC/UPGRD LIME SILO	0	2,000,000	2,000,000	FY17 for projects or purchases not completed in prior fiscal year.

ACCOUNT NO.		ACCOUNT NAME	FY 2017 BUDGET	ADJUSTMENT	AMENDED BUDGET	EXPLANATION
		420 Retail Water & Wastewater				
Revenues						
420	3899999	BALANCE FWD-CASH FORWARD	995,000	2,542	997,542	FY17 for projects or purchases not completed in prior fiscal year.
Expenditures						
Retail Water						
0445	5606401	EQUIPMENT	11,100	2,542	13,642	FY17 for projects or purchases not completed in prior fiscal year.
		430 Solid Waste				
Revenues						
430	3899996	RESERVE RELEASE	942,000	447,430	1,389,430	FY17 for projects or purchases not completed in prior fiscal year.
Expenditures						
Waste to Energy						
0505	5304615	REPAIR/MAINT-EQUIPMENT	1,150,000	14,726	1,164,726	FY17 for projects or purchases not completed in prior fiscal year.
0505	5305201	OPERATING SUPPLIES	175,000	5,028	180,028	FY17 for projects or purchases not completed in prior fiscal year.
Expenditures						
Capital Improvement Project						
0515	5606401	EQUIPMENT	557,000	427,676	984,676	FY17 for projects or purchases not completed in prior fiscal year.
		505 Workers Comp				
Revenues						
505	3899999	BALANCE FWD-CASH FORWARD	0	30,529	30,529	FY17 for projects or purchases not completed in prior fiscal year.
Expenditures						
Worker's Compensation						
0530	5305226	EMPLOYEE INCENTIVE	45,000	30,529	75,529	FY17 for projects or purchases not completed in prior fiscal year.

Bay County Board of County Commissioners
Agenda Item Summary

Special Law Enforcement Trust Fund

DEPARTMENT MAKING REQUEST/NAME:
Budget Office, Johnathan A. Stukey, Budget Officer

MEETING DATE: 2/21/2017

REQUESTED MOTION/ACTION:
Board approve Sheriff's request for expenditures of monies from the Special Law Enforcement Trust Fund.

AGENDA
Budget Office - Consent

BUDGETED ITEM? Yes
BUDGET ACTION:
A BUDGET AMENDMENT WILL BE NEEDED TO RECOGNIZE ADDITIONAL LAW ENFORCEMENT TRUST FUNDS ON THE BALANCE SHEET.
FINANCIAL IMPACT SUMMARY STATEMENT:
AFTER AMENDMENT, SUFFICIENT FUNDS WILL BE AVAILABLE IN THE LAW ENFORCEMENT TRUST FUND ACCOUNT 0168-5819154.

BACKGROUND:
Bay County Sheriff Tommy Ford has requested monies from the Special Law Enforcement Trust Fund (Exhibit 1) in the combined amount of $64,040 to be used for:

1 . Crime View Dashboard Hosting Support (Crime Mapping/Crime Analysis Software
2 . Donations to non-profit organizations to be used for safe neighborhood, drug abuse/drug prevention education and crime prevention

The Sheriff has certified that these requests comply with the provisions of Florida Statute 932.7055.

ATTACHMENTS:

Description	Type
Special Law Enforcement Trust Fund Exhibit 1	Exhibit

Exhibit 1

Bay County Sheriff's Office

TOMMY FORD, Sheriff
3421 N. Highway 77 | Panama City, Florida 32405
(850) 747-4700

January 26, 2017

Honorable William T. Dozier, Chairman BCBCC
840 West 11th Street
Panama City, Florida 32401

RE: Request for Utilization of Bay County Special Law Enforcement Trust Fund Monies

Dear Chairman Dozier:

This is to request monies from the Bay County Special Law Enforcement Trust Fund Account in the amount of $56,500.00 to be utilized in the following manner.

Donations to non-profit organizations to be used for safe neighborhood, drug abuse/drug prevention education and crime prevention.

STATEMENT OF COMPLIANCE

I, Tommy Ford, do hereby certify that the aforementioned request for expenditures complies with the provisions of Florida Statute 932.7055.

Sincerely,

Tommy Ford
Sheriff of Bay County

TF/cd

Bay County Sheriff's Office
TOMMY FORD, Sheriff
3421 N. Highway 77 | Panama City, Florida 32405
(850) 747-4700

January 26, 2017

Honorable William T. Dozier, Chairman BCBCC
840 West 11th Street
Panama City, Florida 32401

RE: Request for Utilization of Bay County Special Law Enforcement Trust Fund Monies

Dear Chairman Dozier:

This is to request monies from the Bay County Special Law Enforcement Trust Fund Account in the amount of $7,540.00 to be utilized in the following manner.

Crime View Dashboard Hosting Support
(Crime Mapping/Crime Analysis Software).

STATEMENT OF COMPLIANCE

I, Tommy Ford, do hereby certify that the aforementioned request for expenditures complies with the provisions of Florida Statute 932.7055.

Sincerely,

Tommy Ford
Sheriff of Bay County

TF/cd

Bay County Board of County Commissioners
Agenda Item Summary

Commissioner Selection to Debt Management Advisory Committee

DEPARTMENT MAKING REQUEST/NAME:
Budget Office Johnathan A. Stukey, Budget Officer

MEETING DATE: 2/21/2017

REQUESTED MOTION/ACTION:
Board to select a Commissioner to serve on the Bay County Debt Management Advisory Committee.

AGENDA
Budget Office - Consent

BUDGETED ITEM? N/A
BUDGET ACTION:
None needed.
FINANCIAL IMPACT SUMMARY STATEMENT:
Financial impacts will occur as the County issues new debt or refunds an old issue (if it saves the County money in the long run).

BACKGROUND:
The Bay County Debt Management Advisory Committee is composed of three (3) members, the County Manager or his/her designee, the County Budget Officer and a designated representative of the Board of County Commissioners. The Committee may be advised by the County Attorney, the County's Financial Advisor, and Bond Counsel.

Staff recommends the Board designate Commissioner Griffitts to serve on Committee until replaced.

Bay County Board of County Commissioners
Agenda Item Summary

Annual Investment Report, Revenues and Expenditures, Check Register, Inventory Deletions and Tax Certificate Refunds and/or Cancellations

DEPARTMENT MAKING REQUEST/NAME:
Bay County Clerk of Court and Comptroller Bill Kinsaul, Clerk of Court and Comptroller

MEETING DATE: 2/21/2017

REQUESTED MOTION/ACTION:
Board to acknowledge receipt of reports.

AGENDA
Clerks Report - Consent

BUDGETED ITEM?
BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

BACKGROUND:
Board to acknowledge receipt of the following reports.

- Annual Investment Report
- Revenues and Expenditures
- Check Register
- Inventory Deletions
- Tax Certificate Refunds and/or Cancellations

ATTACHMENTS:

Description	Type
Annual Report	Exhibit
Check Register	Exhibit
Inventory Deletions	Exhibit
Refunds Cancellations	Exhibit
Revenues and Expenditures	Exhibit

BILL KINSAUL
CLERK OF COURT
& COMPTROLLER
BAY COUNTY

RECEIVED
BAY COUNTY COMMISSION
COUNTY MANAGERS OFFICE
FEB 03 2017

January 30, 2017

Board of County Commissioners
Bay County, Florida

RE: Annual Investment Report – FY 2016

Commissioners:

Please find attached Bay County's Annual Investment Report for fiscal year ending September 30, 2016. This report covers the allocation of funds, investment performance, maturities and ratings for the Bay County portfolio. The investments and securities purchased with public funds conform to the provisions of Florida Statutes, Chapter 218.415. In addition to the statutory guidance, Bay County's investment policy is utilized.

In April of 2014, the Bay County Clerk of Court & Comptroller entered into an agreement with Hancock Bank Trust and Asset Management for investment management and consulting services for the County's investment portfolio. Cash flow projections are used to determine short term and long term investments, as well as, maintaining available cash for liquidity requirements.

Bay County's Annual Investment Report ensures full compliance with its Investment Policy guidelines and regards safety of capital as the highest priority. In addition, it confirms sufficient liquidity and diversity in maturities.

Please let me know if you have any questions regarding the annual report.

Sincerely,

Bill

Bill Kinsaul
Clerk of Court & Comptroller

PHONE: 850-763-9061 · WEB SITE: www.baycoclerk.com
300 East 4th Street · P.O. Box 2269 · Panama City, Florida 32402-2269

BILL KINSAUL
CLERK OF COURT
& COMPTROLLER
BAY COUNTY

Bay County Clerk Of Court

Investment Report

Year Ended September 30, 2016

Hancock Bank.
Trust & Asset Management

Bay County Clerk Of Court

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Year Ended September 30, 2016

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Maturity Distribution	6
Quality Rating Distribution	7
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Bay County Clerk Of Court

Summary Portfolio Review

Year Ended September 30, 2016

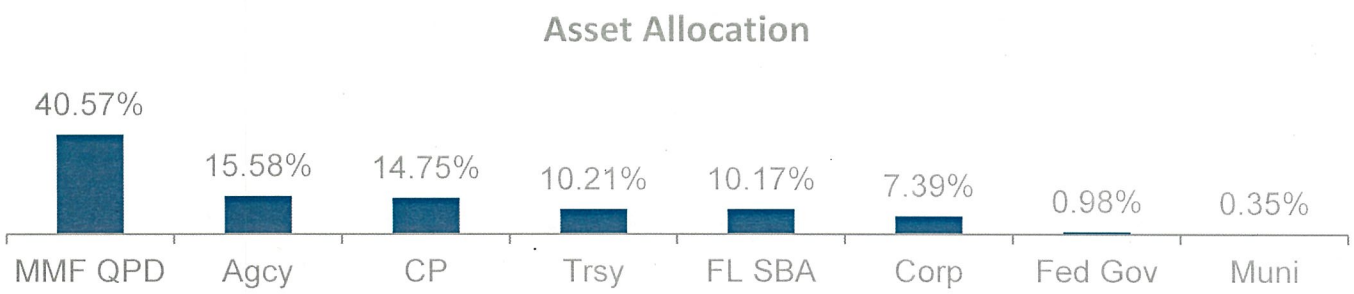
Hancock Bank.
Trust & Asset Management

Bay County Clerk Of Court

Asset Allocation for Bay County Portfolio

Year Ended September 30, 2016

Asset Allocation	Assets	% of Portfolio
Money Market Funds (Qualified Depositories)	57,884,184	40.57%
Federated Government MMF	1,396,381	0.98%
Commercial Paper	21,037,887	14.75%
US Treasury Notes	14,568,300	10.21%
US Agency Notes	22,228,361	15.58%
Municipal Bonds	503,750	0.35%
Corporate Notes	10,542,815	7.39%
Florida Prime Pool (SBA)	14,517,757	10.17%
Total Portfolio	**$142,679,435**	100%



Hancock Bank
Trust & Asset Management

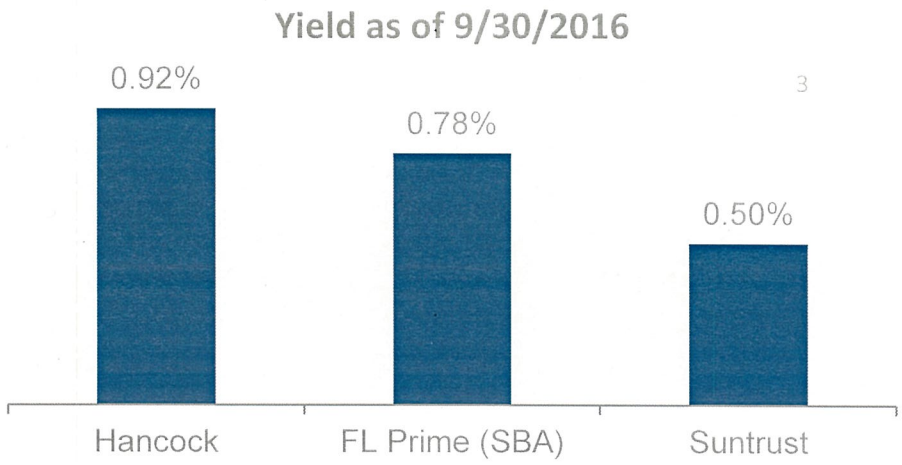
Assets values are reported at Net Cost [1]

Bay County Clerk Of Court

Portfolio Performance and Characteristics for Bay County Portfolio
Year Ended September 30, 2016

Investment Portfolio	Ending Balance
Weighted Yield @ Cost	0.88%
Weighted Avg Maturity (Yrs)	0.50

Investment Portfolio	$ Ending Balance
Net Cost Value	142,679,435
Projected Estimated Annual Income	1,256,673 [2]



Hancock Bank
Trust & Asset Management

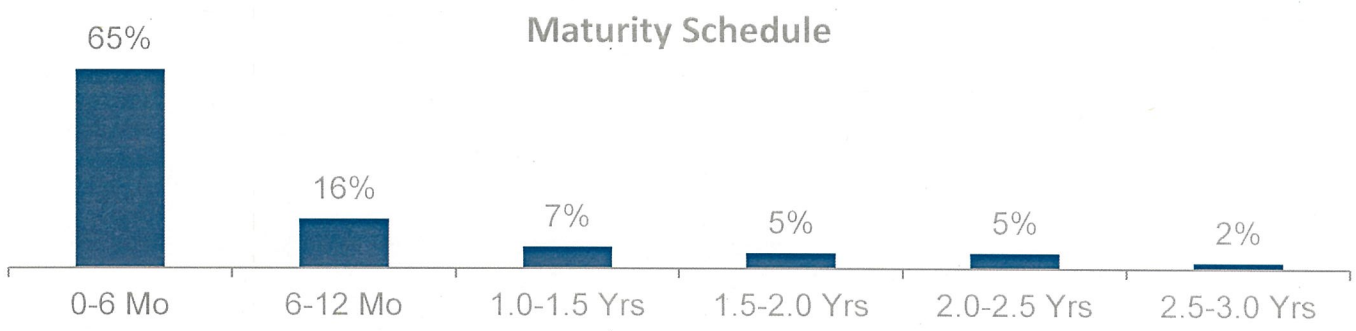
Assets values are reported at Net Cost [1]

Bay County Clerk Of Court

Maturity Distribution for Bay County Portfolio
Year Ended September 30, 2016

Bay County Portfolio Weighted Average Maturity 0.50 Yrs

Maturity Distribution	Assets (000)	Percent of Portfolio
0-6 Months	92,921	65%
6-12 Months	22,998	16%
1.0 - 1.5 Years	9,175	7%
1.5 - 2.0 Years	7,515	5%
2.0 - 2.5 Years	7,549	5%
2.5 - 3.0 Years	2,518	2%



Hancock Bank
Trust & Asset Management

Assets values are reported at Net Cost [1]

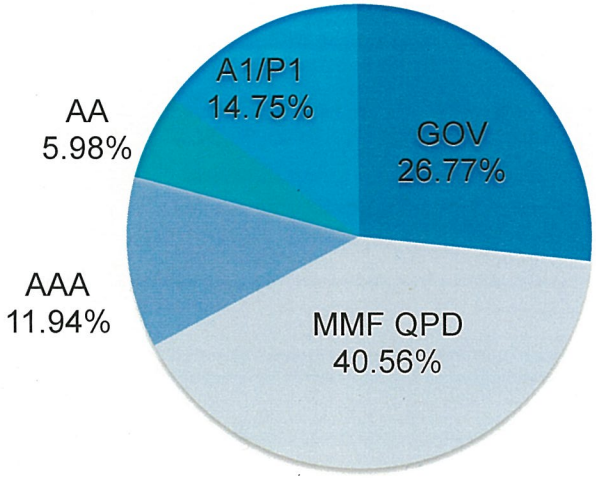
Bay County Clerk Of Court

Ratings Distribution for Bay County Portfolio

Year Ended September 30, 2016

Short Term Ratings Distribution	Assets	Percent of Portfolio
A-1/P1	21,037,887	14.75%

Long Term Ratings Distribution	Assets	Percent of Portfolio
Money Market Funds (Qualified Depositories)	57,884,184	40.56%
U.S. Government	38,193,042	26.77%
Aaa	17,031,602	11.94%
Aa	8,532,720	5.98%



Hancock Bank
Trust & Asset Management

Assets values are reported at Net Cost [1]

Bay County Clerk Of Court

Hancock Bank Managed Portfolio Review

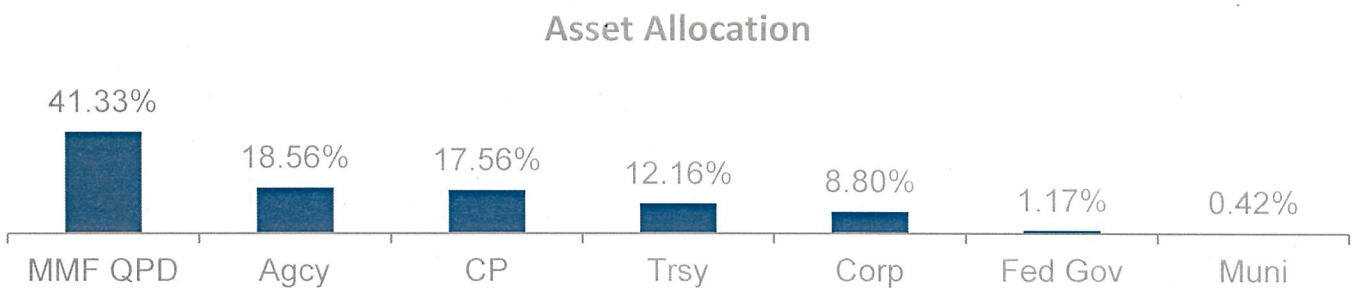
Year Ended September 30, 2016

Hancock Bank.
Trust & Asset Management

Bay County Clerk Of Court

Asset Allocation for the Hancock Managed Portfolio
Year Ended September 30, 2016

Asset Allocation	Assets	% of Portfolio
Money Market Funds (Qualified Depositories)	49,517,977	41.33%
Federated Government MMF	1,396,381	1.17%
Commercial Paper	21,037,887	17.56%
US Treasury Notes	14,568,300	12.16%
US Agency Notes	22,228,361	18.56%
Municipal Bonds	503,750	0.42%
Corporate Notes	10,542,815	8.80%
Total Portfolio	**$119,795,471**	100%



Hancock Bank
Trust & Asset Management

Assets values are reported at Net Cost [1]

Bay County Clerk Of Court

Portfolio Performance and Characteristics for the Hancock Managed Portfolio
Year Ended September 30, 2016

Investment Portfolio	Ending Balance
Weighted Avg Yield @ Cost	0.92%
Weighted Avg Maturity (Yrs)	0.60

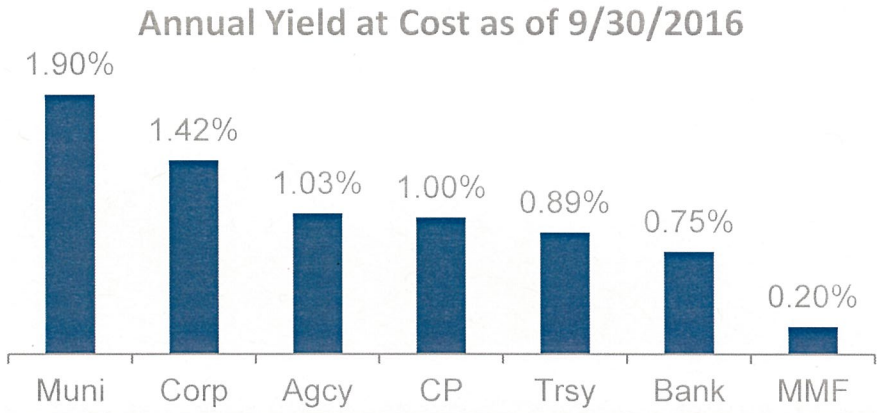
Investment Portfolio	$ Ending Balance
Net Cost Value	119,795,471
Projected Estimated Annual Income	1,101,603 [2]

Total Return Performance[4]	Quarterly	YTD (Cal)	1 Year	3 Year	Since Inception*
Investment Portfolio	0.13%	0.78%	0.72%	N/A	0.67%
ML 1-3 Year Treasury Index	-0.11%	1.32%	0.88%	N/A	0.87%
Florida Prime (SBA)	0.18%	0.46%	0.54%	N/A	0.34%

Total returns over 1 year are annualized

Total returns are gross of fees

* Inception 5/31/2014



Hancock Bank
Trust & Asset Management

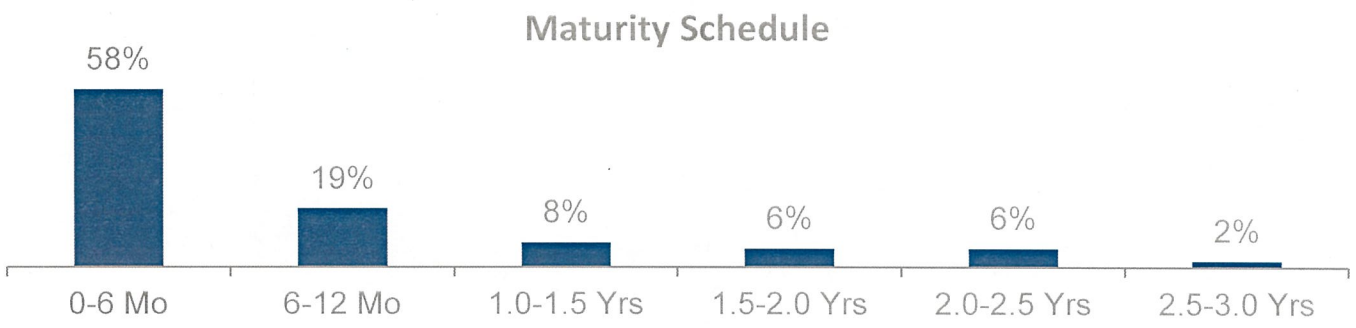
Assets values are reported at Net Cost [1]

Bay County Clerk Of Court

Maturity Distribution for the Hancock Managed Portfolio
Year Ended September 30, 2016

Bay County Portfolio Weighted Average Maturity 0.75 Yrs

Maturity Distribution	Assets (000)	Percent of Portfolio
0-6 Months	70,037	58%
6-12 Months	22,998	19%
1.0 - 1.5 Years	9,175	8%
1.5 - 2.0 Years	7,515	6%
2.0 - 2.5 Years	7,549	6%
2.5 - 3.0 Years	2,518	2%
3.0 - 3.5 Years	0	0%
3.5 - 4.0 Years	0	0%



Hancock Bank
Trust & Asset Management

Assets values are reported at Net Cost [1]

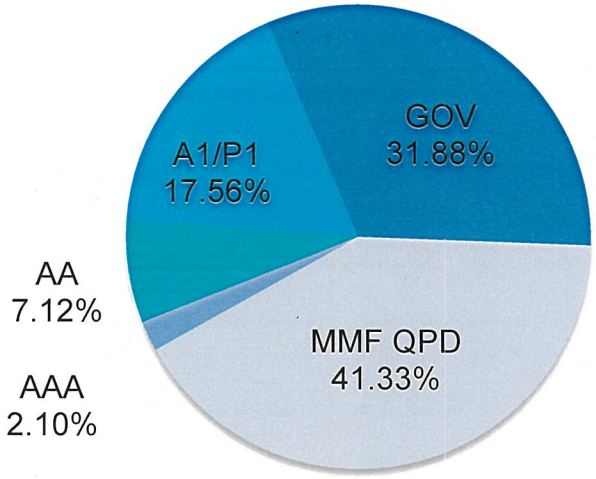
Bay County Clerk Of Court

Ratings Distribution for the Hancock Managed Portfolio

Year Ended September 30, 2016

Short Term Ratings Distribution	Assets	Percent of Portfolio
A-1/P1	21,037,887	17.56%

Long Term Ratings Distribution	Assets	Percent of Portfolio
Money Market Funds (Qualified Depositories)	49,517,977	41.33%
U.S. Government	38,193,042	31.88%
AAA	2,513,845	2.10%
AA	8,532,720	7.12%



Hancock Bank
Trust & Asset Management

Assets values are reported at Net Cost [1]

Bay County Clerk Of Court

Footnotes

1. Net Asset Cost – Par value of investment +/- any discount or premium that may have been paid at purchase. There are no commissions related to fixed income securities.
2. Projected Estimated Annual Income – A forward looking 12 month earned income projection assuming no changes in the portfolio
3. Suntrust yield is based on a credit against banking fees
4. Total Return Performance - Income earned +/- change in market value of securities

All investments are within the guidelines established for each investment type as permitted by the Bay County Investment Policies.

BILL KINSAUL
CLERK OF COURT
& COMPTROLLER
BAY COUNTY

BAY COUNTY COMMISSION
COUNTY MANAGERS OFFICE
FEB 06 2017

February 3, 2017

Board of County Commissioners
Bay County, Florida

Commissioners:

Attached please find Bay County's Check Register for the month of January 2017. This report reflects all 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

PHONE: 850-763-9061 · WEB SITE: www.baycoclerk.com
300 East 4th Street · P.O. Box 2269 · Panama City, Florida 32402-2269

BAY COUNTY BOARD OF COMMISSIONERS
CHECK REGISTER - SORTED BY DOLLAR AMOUNT
JANUARY 1, 2017 THROUGH JANUARY 31, 2017

CHECK NUMBER	ISSUE DATE	VENDOR		TOTAL
234688	01/27/2017	BAY COUNTY SHERIFF	$	3,307,199.00
A004480	01/13/2017	BAY COUNTY PROPERTY APPRA	$	758,884.86
234257	01/06/2017	FLORIDA BLUE	$	506,356.28
A004473	01/05/2017	PANAMA CITY BEACH CONVENT	$	373,327.71
E89094	01/06/2017	FLORIDA RETIREMENT SYSTEM	$	331,775.44
A004475	01/12/2017	PANAMA CITY BEACH CONVENT	$	320,153.47
E82916	01/19/2017	INTERNAL REVENUE SERVICE-	$	278,067.38
E96573	01/05/2017	INTERNAL REVENUE SERVICE-	$	278,063.98
234407	01/13/2017	RHYTHM ENGINEERING LLC	$	263,025.00
234216	01/06/2017	MILITARY POINT/AWTF - JOI	$	209,334.34
A004460	01/04/2017	FLORIDA MEDICAID/COUNTY B	$	188,102.42
W001559	01/19/2017	PANAMA CITY BEACH CONVENT	$	182,706.49
A004495	01/25/2017	PANAMA CITY BEACH CONVENT	$	171,376.89
W001562	01/26/2017	FIRST AMERICAN TITLE INSU	$	146,437.00
A004474	01/06/2017	ENGEN, LLC	$	145,866.84
234365	01/13/2017	LANIER MUNICIPAL SUPPLY C	$	135,630.00
234440	01/17/2017	SUNTRUST BANK	$	133,764.01
A004479	01/13/2017	ENGEN, LLC	$	125,372.75
234375	01/13/2017	MATRIX POWER SERVICES, IN	$	113,537.50
T86453	01/01/2017	CLERK OF CIRCUIT COURT	$	112,923.08
A004498	01/26/2017	PANAMA CITY COMMUNITY DEV	$	109,782.15
T86483	01/03/2017	BAY COUNTY SUPERVISOR OF	$	106,559.50
A004499	1/27/2017	ENGEN, LLC	$	100,371.13
234561	01/20/2017	SANSOM EQUIPMENT CO., INC	$	99,983.40
234376	01/13/2017	MAUDLIN TRUCKS, LLC	$	95,954.00
234501	01/20/2017	GAC CONTRACTORS, INC	$	94,943.06
234499	01/20/2017	GREENSOUTH SOLUTIONS, LLC	$	74,071.15
A004492	01/20/2017	ENGEN, LLC	$	74,020.53
234324	01/13/2017	FL DEPT OF JUVENILE JUSTI	$	73,874.37
234634	01/27/2017	CARR RIGGS & INGRAM, LLC	$	62,500.00
234514	01/20/2017	HUB CITY FORD INC	$	62,050.00
234190	01/06/2017	GULF POWER COMPANY	$	61,088.90
234760	01/27/2017	PRESIDIO NETWORKED SOLUTI	$	59,566.68
T4240	01/20/2017	TRANE U.S. INC.	$	56,266.40
234253	01/06/2017	VERMEER ALABAMA, INC	$	54,337.00
234763	01/27/2017	RADTKE, M.D., P.A., JAY M	$	53,350.16
234279	01/13/2017	BAY COUNTY SCHOOL BOARD	$	52,770.73
234237	01/06/2017	ST. ANDREW COMM MED CENTE	$	50,000.00
234588	01/20/2017	WISS, JANNEY, ELSTNER ASS	$	43,211.60
234489	01/20/2017	FL DEPT OF CORRECTIONS	$	43,122.75
234350	01/13/2017	GULF POWER COMPANY	$	39,411.99
234720	01/27/2017	INDUSTRY SERVICES CO., IN	$	38,150.86
234505	01/20/2017	GULF POWER COMPANY	$	37,772.66
234307	01/13/2017	CRH AUTO REPAIR INC	$	35,150.49

BAY COUNTY BOARD OF COMMISSIONERS
CHECK REGISTER - SORTED BY DOLLAR AMOUNT
JANUARY 1, 2017 THROUGH JANUARY 31, 2017

CHECK NUMBER	ISSUE DATE	VENDOR		TOTAL
234647	01/27/2017	COASTAL PLANNING & ENGINE	$	34,810.30
234736	01/27/2017	MAYER ELECTRIC SUPPLY COM	$	33,750.64
234141	01/06/2017	APPLIED INDUSTRIAL TECH-D	$	31,827.48
234687	01/27/2017	BAY COUNTY SHERIFF	$	30,581.44
234715	01/27/2017	HUB CITY FORD INC	$	29,294.00
T4232	01/20/2017	KEMIRA WATER SOLUTIONS, I	$	28,760.46
A004476	01/12/2017	PANAMA CITY COMMUNITY DEV	$	26,541.33
234360	01/13/2017	J.V. GANDER DISTRIBUTORS	$	25,444.91
234459	01/20/2017	BURKES MECHANICAL INC	$	23,683.38
234285	01/13/2017	BOUND TREE MEDICAL, LLC	$	23,447.80
A004478	01/12/2017	MEXICO BEACH COMM DEV COU	$	21,762.00
234621	01/27/2017	BCL CIVIL CONTRACTORS, IN	$	20,040.00
234453	01/20/2017	BOUND TREE MEDICAL, LLC	$	19,581.71
E011917	01/19/2017	HSA BANK	$	18,659.94
E010517	01/05/2017	HSA BANK	$	18,659.94
A004496	1/27/2017	ENGEN, LLC	$	18,613.11
T50336	01/06/2017	CLERK OF CIRCUIT COURT	$	18,531.88
234584	01/20/2017	VOLKERT, INC	$	18,150.51
234349	01/13/2017	GULF COAST ELECTRIC COOP.	$	17,758.34
234662	01/27/2017	DAYSTAR CLEANING, INC.	$	17,680.12
T4233	01/20/2017	MOTOROLA SOLUTIONS, INC.	$	17,605.51
234315	01/13/2017	ELECTRONIC TRAINING SOLUT	$	17,500.00
234577	01/20/2017	THE BAY LINE RAILROAD, LL	$	16,513.00
234258	01/06/2017	FLORIDA COMBINED LIFE INS	$	15,428.36
234241	01/06/2017	TAILING LOOPS, INC	$	15,227.02
234326	01/13/2017	FLORIDA BLUE	$	15,011.36
234580	01/20/2017	U.S. POSTAL SERVICE (HASL	$	15,000.00
234800	01/27/2017	VERIZON WIRELESS	$	14,720.27
234371	01/13/2017	LIFE MANAGEMENT CENTER	$	14,477.22
234203	01/06/2017	J.V. GANDER DISTRIBUTORS	$	14,418.41
234530	01/20/2017	LEGAL SERVICES OF NORTH F	$	14,308.54
234249	01/06/2017	UNIVAR USA, INC.	$	14,212.00
T4217	01/13/2017	KEMIRA WATER SOLUTIONS, I	$	14,032.44
T4226	01/20/2017	AT&T	$	13,702.70
234240	01/06/2017	SWARTZ ASSOCIATES INC	$	13,650.00
234723	01/27/2017	J.V. GANDER DISTRIBUTORS	$	13,355.69
234663	01/27/2017	DELL FINANCIAL SERVICES	$	13,215.61
234777	01/27/2017	SOUTHEASTERN OUTDOOR MANA	$	12,866.59
234705	01/27/2017	GULF POWER COMPANY	$	12,785.91
234361	01/13/2017	JOHN H CARTER CO., INC	$	12,508.41
234490	01/20/2017	BAY COUNTY SHERIFF	$	12,500.00
234175	01/06/2017	EARLY LEARNING COALITION	$	12,500.00
234751	01/27/2017	PANAMA CITY HOSPITALITY G	$	12,294.65

BAY COUNTY BOARD OF COMMISSIONERS
CHECK REGISTER - SORTED BY DOLLAR AMOUNT
JANUARY 1, 2017 THROUGH JANUARY 31, 2017

CHECK NUMBER	ISSUE DATE	VENDOR		TOTAL
234639	01/27/2017	CHENEY LIME & CEMENT CO.	$	11,881.33
234294	01/13/2017	CHENEY LIME & CEMENT CO.	$	11,663.99
234809	01/27/2017	WORLD FIBER TECHNOLOGIES,	$	11,238.98
234618	01/27/2017	BAY COUNTY ECONOMIC DEV A	$	11,193.00
234780	01/27/2017	STEARNS, CONRAD & SCHMIDI	$	10,927.76
234426	01/13/2017	WEST FLORIDA REGIONAL	$	10,738.00
234768	01/27/2017	RHYTHM ENGINEERING LLC	$	10,736.00
234641	01/27/2017	CITY OF CALLAWAY	$	10,565.89
234314	01/13/2017	ECO-TECH, INC.	$	10,028.00
234221	01/06/2017	NATIONAL INSPECT.& CONSUL	$	9,594.46
234635	01/27/2017	CATO ENTERPRISES INC	$	9,589.17
A004500	01/27/2017	UNITED SELF INSURED SERVI	$	9,517.92
A004491	01/19/2017	UNITED SELF INSURED SERVI	$	9,429.86
234244	01/06/2017	TEMPLE, INC.	$	9,400.00
T4237	01/20/2017	SMITH INDUSTRIAL SERVICE	$	9,378.75
T4202	01/06/2017	CARTEGRAPH SYSTEMS, INC.	$	9,250.00
234745	01/27/2017	NEXT LIFE MEDICAL CORP.	$	9,200.00
234189	01/06/2017	GULF POWER COMPANY	$	8,910.16
A004470	01/05/2017	UNITED SELF INSURED SERVI	$	8,613.50
234339	01/13/2017	GENERAL KINEMATICS CORPOR	$	8,566.65
234602	01/27/2017	814 SAND, INC.	$	8,400.00
234744	01/27/2017	NEVCO, INC	$	8,345.37
234617	01/27/2017	BAY CO COUNCIL ON AGING,	$	8,291.66
234136	01/06/2017	ALLIED CORROSION INDUSTRI	$	8,096.06
234297	01/13/2017	CITY OF PANAMA CITY UTILI	$	8,083.75
234126	01/06/2017	FLORIDA BLUE	$	7,870.00
234624	01/27/2017	BOUND TREE MEDICAL, LLC	$	7,742.12
T4219	01/13/2017	SONITROL OF TALLAHASSEE,	$	7,625.98
234155	01/06/2017	CHENEY LIME & CEMENT CO.	$	7,530.49
234779	01/27/2017	SOUTHERN LIGHT, L.L.C.	$	7,255.00
234276	01/13/2017	BAKER DONELSON BEARMAN, C	$	7,180.95
234420	01/13/2017	UNIVERSAL SIGNS & ACCESSO	$	7,035.25
234603	01/27/2017	ADECCO EMPLOYMENT SERVICE	$	6,980.76
A004471	01/05/2017	PANAMA CITY COMMUNITY DEV	$	6,940.88
234730	01/27/2017	LLS TAX SOLUTIONS INC	$	6,850.00
234225	01/06/2017	OFFICE OF THE STATE ATTOR	$	6,814.08
234544	01/20/2017	ODYSSEY MANUFACTURING CO.	$	6,750.00
234321	01/13/2017	PRAETORIANGROUP INC	$	6,600.00
234331	01/13/2017	FLORIDA STERLING COUNCIL,	$	6,500.00
234521	01/20/2017	KEEFE & SONS ELECTRIC, IN	$	6,497.50
234606	01/27/2017	ALTECH ENVIRONMENT USA CO	$	6,435.33
234135	01/06/2017	ALIGNMENT BAY COUNTY INC	$	6,250.00
T4247	01/27/2017	FISHER SCIENTIFIC COMPANY	$	6,176.78

BAY COUNTY BOARD OF COMMISSIONERS
CHECK REGISTER - SORTED BY DOLLAR AMOUNT
JANUARY 1, 2017 THROUGH JANUARY 31, 2017

CHECK NUMBER	ISSUE DATE	VENDOR		TOTAL
A004477	01/12/2017	UNITED SELF INSURED SERVI	$	6,124.57
234719	01/27/2017	CHURON, STEVE J	$	6,000.00
234518	01/20/2017	J.V. GANDER DISTRIBUTORS	$	5,977.71
234699	01/27/2017	GTS, INC	$	5,950.00
234134	01/06/2017	AKCA INC	$	5,680.50
T4229	01/20/2017	EPM POWER & WATER SOLUTIO	$	5,650.42
234483	01/20/2017	ENVIRONMENTAL SYSTEMS RES	$	5,500.00
234377	01/13/2017	MAYER ELECTRIC SUPPLY COM	$	5,369.57
T4222	01/13/2017	THOMPSON TRACTOR CO INC	$	5,356.73
234555	01/20/2017	PYROMATION INC	$	5,321.79
234806	01/27/2017	WILLDAN FINANCIAL SERVICE	$	5,320.00
234418	01/13/2017	THE BAY LINE RAILROAD, LL	$	5,157.70
234519	01/20/2017	JLM ADVANCED TECHNICAL SE	$	5,041.77
234248	01/06/2017	UNITED WAY OF NORTHWEST F	$	5,000.00
234132	01/06/2017	ADECCO EMPLOYMENT SERVICE	$	4,999.66
234358	01/13/2017	INGRAM LIBRARY SERVICES	$	4,963.09
234182	01/06/2017	FLORIDA TRANSCOR, INC.	$	4,895.00
234374	01/13/2017	MAIN STREET CONSTRUCTION	$	4,800.00
T4205	01/06/2017	KEMIRA WATER SOLUTIONS, I	$	4,664.51
234410	01/13/2017	SMILEY'S LAWN & TRACTOR L	$	4,575.00
234200	01/06/2017	INFINITE ENERGY	$	4,570.98
234223	01/06/2017	ODYSSEY MANUFACTURING CO.	$	4,500.00
234562	01/20/2017	SANSOM, JAMES L.	$	4,498.93
234217	01/06/2017	MINUTEMAN SECURITY AGENCY	$	4,491.75
234466	01/20/2017	CITY OF PANAMA CITY BEACH	$	4,407.70
234478	01/20/2017	DMS-BUREAU OF FINANCIAL M	$	4,355.93
234169	01/06/2017	DAVIS OIL CO., INC	$	4,350.06
234149	01/06/2017	BOUND TREE MEDICAL, LLC	$	4,328.33
234210	01/06/2017	MAIN STREET CONSTRUCTION	$	4,300.00
E170170	01/18/2017	FL DEPT OF REVENUE	$	4,295.65
234267	01/13/2017	ADECCO EMPLOYMENT SERVICE	$	4,268.60
234231	01/06/2017	SAM'S CLUB/SYNCHRONY BANK	$	4,169.64
A004497	01/26/2017	MEXICO BEACH COMM DEV COU	$	4,107.11
A004472	01/05/2017	MEXICO BEACH COMM DEV COU	$	4,101.23
T4252	01/27/2017	TRACTOR & EQUIPMENT CO	$	4,100.00
234546	01/20/2017	PACE ANALYTICAL SERVICES,	$	4,076.00
234342	01/13/2017	GORGEOUS/RFP, LLC	$	4,024.93
234600	01/20/2017	VISION SERVICE PLAN INSUR	$	3,966.13
E107542	01/19/2017	FL DEPT OF COMMUNITY AFFA	$	3,924.18
234664	01/27/2017	DEPT OF BUSINESS & PROF R	$	3,924.17
234654	01/27/2017	CRH AUTO REPAIR INC	$	3,902.32
234761	01/27/2017	PRO DATA SYSTEMS, INC.	$	3,894.74
234170	01/06/2017	DAVISON FUELS INC	$	3,881.60

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234191	01/06/2017	HACH COMPANY	$	3,837.00
234446	01/20/2017	APPLIED INDUSTRIAL TECH-D	$	3,831.26
234411	01/13/2017	SOUTHEASTERN OUTDOOR MANA	$	3,808.50
234506	01/20/2017	GULF POWER COMPANY	$	3,788.92
234684	01/27/2017	FLUID POWER SALES, INC.	$	3,784.51
234262	01/06/2017	NATIONAL INSURANCE SERVIC	$	3,756.62
234357	01/13/2017	INFINITE ENERGY	$	3,753.62
234368	01/13/2017	LEITZ OFFICE PRODUCTS, IN	$	3,750.56
234154	01/06/2017	CHEMICAL ADDICTIONS RECOV	$	3,750.00
234151	01/06/2017	BOYS & GIRLS CLUBS OF BAY	$	3,750.00
234503	01/20/2017	GULF COAST ELECTRIC COOP.	$	3,729.83
T4216	01/13/2017	CINTAS CORPORATION #646	$	3,723.59
234327	01/13/2017	FLORIDA BLUE	$	3,718.41
234661	01/27/2017	DAVISON FUELS INC	$	3,690.39
T4249	01/27/2017	PREFERRED MATERIALS, INC	$	3,670.00
234463	01/20/2017	CHEMICAL ADDICTIONS RECOV	$	3,630.00
234236	01/06/2017	ST. ANDREW BAY CENTER, IN	$	3,625.00
234177	01/06/2017	EXCEL, PBC. LLC	$	3,552.00
234554	01/20/2017	PROMIUM, LLC	$	3,536.00
234347	01/13/2017	GULF COAST CHILDREN'S ADV	$	3,500.00
234181	01/06/2017	FLACK & ASSOCIATES	$	3,500.00
234576	01/20/2017	THAT BOOT STORE	$	3,408.33
T4207	01/06/2017	SMITH INDUSTRIAL SERVICE	$	3,375.00
234448	01/20/2017	BAY COUNTY SCHOOL BOARD	$	3,309.59
234305	01/13/2017	COQUI DISPOSAL SERVICES,	$	3,305.08
234399	01/13/2017	PRECISE KIT PROMOTIONS, I	$	3,301.00
E21114	01/05/2017	FLSDU	$	3,279.58
234560	01/20/2017	SAM'S CLUB/SYNCHRONY BANK	$	3,227.41
234335	01/13/2017	FOUR SEASONS LANDSCAPING,	$	3,150.00
234564	01/20/2017	SHULER, JENNIFER W.	$	3,122.28
234608	01/27/2017	AMERIS BANK	$	3,100.00
234158	01/06/2017	CITY OF PANAMA CITY BEACH	$	3,090.00
T4214	01/13/2017	AIRGAS USA, INC.	$	3,080.61
234711	01/27/2017	HERITAGE FUNERAL HOME	$	3,000.00
234703	01/27/2017	GULF CO BOARD OF CO COMMI	$	3,000.00
234334	01/13/2017	BAY COUNTY SHERIFF	$	2,989.80
234556	01/20/2017	R.J. GORMAN MARINE CONSTR	$	2,983.50
234139	01/06/2017	AMERIGAS - PANAMA CITY	$	2,974.68
E22090	01/19/2017	FLSDU	$	2,960.71
234517	01/20/2017	INGRAM LIBRARY SERVICES	$	2,955.65
T4223	01/20/2017	AAG ELECTRIC MOTORS & PUM	$	2,946.47
234416	01/13/2017	TECO PEOPLES GAS	$	2,926.52
234475	01/20/2017	DAVISON FUELS INC	$	2,921.03

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234260	01/06/2017	HY HOLDINGS INC	$	2,916.00
234164	01/06/2017	CRAFCO, INC.	$	2,913.03
234211	01/06/2017	MATHEWS M.D., MARION J.	$	2,900.00
234264	01/06/2017	STANDARD INSURANCE COMPAN	$	2,792.50
234698	01/27/2017	GSC SYSTEMS, INC.	$	2,780.00
234579	01/20/2017	THOMSON REUTERS-WEST PAYM	$	2,779.44
T4213	01/13/2017	AAG ELECTRIC MOTORS & PUM	$	2,730.54
T4212	01/06/2017	TRACTOR & EQUIPMENT CO	$	2,693.46
234706	01/27/2017	GULF POWER COMPANY	$	2,669.30
234417	01/13/2017	TEMPLE, INC.	$	2,658.80
T4231	01/20/2017	GE BETZ, INC.	$	2,642.85
234491	01/20/2017	FORTILINE, INC	$	2,623.15
234486	01/20/2017	FEDERAL EXPRESS CORPORATI	$	2,517.79
234400	01/13/2017	PRECISION COMMUNICATIONS	$	2,500.90
234232	01/06/2017	SECOND CHANCE OF NW FLORI	$	2,500.00
T4241	01/20/2017	WILMOT COMPANY, INC.	$	2,455.00
234702	01/27/2017	GULF ATLANTIC CULVERT COM	$	2,405.50
A004485	01/19/2017	PEBSCO PAYROLL PROCESSING	$	2,393.00
A004465	01/05/2017	PEBSCO PAYROLL PROCESSING	$	2,393.00
T4208	01/06/2017	SOUTHERN TIRE MART LLC	$	2,354.10
234150	01/06/2017	BOWSTERN LLC	$	2,350.00
234142	01/06/2017	AQUA PRODUCTS, INC.	$	2,346.45
234650	01/27/2017	COGGINS INSURANCE AGENCY	$	2,336.00
234432	01/13/2017	ZOETIS HOLDINGS LLC	$	2,325.15
T4242	01/27/2017	AAG ELECTRIC MOTORS & PUM	$	2,322.14
234495	01/20/2017	GLORIOUS CLEANING SERVICE	$	2,290.00
234205	01/06/2017	KENT FOREST LAWN FUNERAL	$	2,250.00
234145	01/06/2017	BAY DEFENSE ALLIANCE	$	2,250.00
T4203	01/06/2017	CINTAS CORPORATION #646	$	2,235.33
234811	01/27/2017	WOW!	$	2,207.57
234329	01/13/2017	FLORIDA COMBINED LIFE INS	$	2,204.92
E170117	01/18/2017	FL DEPT OF REVENUE	$	2,172.36
234613	01/27/2017	AXIS FORENSIC TOXICOLOGY,	$	2,170.00
234243	01/06/2017	TECO PEOPLES GAS	$	2,163.83
234251	01/06/2017	HD SUPPLY FACILITIES MAIN	$	2,163.10
T4236	01/20/2017	PROQUEST LLC	$	2,142.00
234553	01/20/2017	PRO DATA SYSTEMS, INC.	$	2,115.30
234508	01/20/2017	HALL SEPTIC TANK SERVICE,	$	2,110.00
234569	01/20/2017	SUNGARD PUBLIC SECTOR INC	$	2,048.00
234692	01/27/2017	GGI, LLC	$	2,029.64
234179	01/06/2017	FERGUSON ENTERPRISES INC	$	2,025.72
234557	01/20/2017	RELIABLE COPY PRODUCTS, I	$	2,024.58
234729	01/27/2017	LE CHALET CAMPER SALES, I	$	1,999.80

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T4244	01/27/2017	BEARD EQUIPMENT CO.	$	1,963.27
234301	01/13/2017	COLLECTION BUREAU OF FT.	$	1,951.36
234629	01/27/2017	BRUSH STROKES PAINTING IN	$	1,950.00
234511	01/20/2017	HERBAFEX, INC	$	1,932.50
234333	01/13/2017	FLUID POWER SALES, INC.	$	1,922.03
234369	01/13/2017	LEWIS-SMITH SUPPLY CORPOR	$	1,911.83
234607	01/27/2017	AMERIGAS - PANAMA CITY	$	1,911.41
234765	01/27/2017	RELIABLE COPY PRODUCTS, I	$	1,910.00
T4221	01/13/2017	STEWART & STEVENSON LLC	$	1,903.50
234403	01/13/2017	PRINTRBOT INC	$	1,902.15
234246	01/06/2017	TOMMY'S GLASS & MIRROR CO	$	1,884.00
234456	01/20/2017	BROCK LAWN AND PEST CONTR	$	1,879.00
234734	01/27/2017	MARITECH MACHINE, INC.	$	1,847.00
234590	01/20/2017	AFLAC	$	1,834.57
234570	01/20/2017	SUNNY COMMUNICATIONS, INC	$	1,824.00
234218	01/06/2017	MOTION INDUSTRIES INC	$	1,817.21
234351	01/13/2017	GULF POWER COMPANY	$	1,806.65
T4215	01/13/2017	BOYD CONSTRUCTION SPECIAL	$	1,782.00
234493	01/20/2017	GALLS, LLC	$	1,765.50
234531	01/20/2017	LOCKARD & WILLIAMS INSURA	$	1,763.75
234378	01/13/2017	MCCONNELL, JULIE	$	1,744.00
234749	01/27/2017	OPERATION SPAY BAY, INC.	$	1,735.00
A004486	01/19/2017	VALIC	$	1,717.00
A004466	01/05/2017	VALIC	$	1,717.00
234596	01/20/2017	LIBERTY NATIONAL LIFE	$	1,702.47
T4228	01/20/2017	CINTAS CORPORATION #646	$	1,664.91
234559	01/20/2017	WALKER, JOHN H.	$	1,636.20
234572	01/20/2017	SYSTEM SCALE CORP	$	1,616.80
234642	01/27/2017	CITY OF LYNN HAVEN	$	1,608.05
234512	01/20/2017	HIGHWAY MUNICIPAL IND MAT	$	1,602.97
234704	01/27/2017	GULF COAST ELECTRIC COOP.	$	1,589.63
234476	01/20/2017	DAYSTAR CLEANING, INC.	$	1,514.46
T4234	01/20/2017	NAFECO, INC.	$	1,513.41
234199	01/06/2017	INDUSTRIAL CHEMICALS, INC	$	1,502.33
234727	01/27/2017	KENT FOREST LAWN FUNERAL	$	1,500.00
234362	01/13/2017	KENT FOREST LAWN FUNERAL	$	1,500.00
234355	01/13/2017	HERITAGE FUNERAL HOME	$	1,500.00
234322	01/13/2017	FIRST AMERICAN TITLE INSU	$	1,500.00
234197	01/06/2017	HERITAGE FUNERAL HOME	$	1,500.00
234807	01/27/2017	WITHAM APPRAISAL SERVICES	$	1,491.25
234520	01/20/2017	KECKLER, DEIDRE	$	1,470.00
234340	01/13/2017	GILMORE, WAYNE	$	1,431.58
234443	01/20/2017	ADVANCED FIRE PROTECTION	$	1,425.00

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234238	01/06/2017	STUART C. IRBY COMPANY	$ 1,400.64
234746	01/27/2017	NIMASHK PROPERTIES, LLC	$ 1,400.00
234389	01/13/2017	OPERATION SPAY BAY, INC.	$ 1,395.00
234325	01/13/2017	FLORIDA BLUE	$ 1,391.56
234196	01/06/2017	HERBAFEX, INC	$ 1,357.50
234612	01/27/2017	AT&T	$ 1,330.82
T4251	01/27/2017	SOUTHERN TIRE MART LLC	$ 1,321.40
234649	01/27/2017	COFFMAN INTERNATIONAL, IN	$ 1,312.81
234522	01/20/2017	KELLER, MEGAN	$ 1,308.00
234630	01/27/2017	C.C. LYNCH & ASSOCIATES,	$ 1,295.00
234690	01/27/2017	GALLS, LLC	$ 1,268.16
234204	01/06/2017	KECKLER, DEIDRE	$ 1,260.00
234680	01/27/2017	FL DEPT OF TRANSPORTATION	$ 1,250.00
234643	01/27/2017	CITY OF MEXICO BEACH	$ 1,250.00
234173	01/06/2017	DEWBERRY ENGINEERS INC	$ 1,250.00
234652	01/27/2017	COMCAST CABLEVISION	$ 1,236.83
234415	01/13/2017	TAYLOR POWER SYSTEMS	$ 1,227.83
234366	01/13/2017	LEAF	$ 1,226.76
234220	01/06/2017	MUNICIPAL CODE CORPORATIO	$ 1,213.49
234785	01/27/2017	SYSTEM SERVICE & ENGINEER	$ 1,200.00
234697	01/27/2017	GRAINGER	$ 1,193.75
234213	01/06/2017	MEDTECH FORENSICS, INC.	$ 1,191.75
234277	01/13/2017	BAY COUNTY CHAMBER OF COM	$ 1,180.00
234284	01/13/2017	NORTHERN TOOL & EQUIPMENT	$ 1,169.62
234710	01/27/2017	HD SUPPLY WHITE CAP CONST	$ 1,166.30
234313	01/13/2017	DAVIS OIL CO., INC	$ 1,157.73
A004487	01/19/2017	ICMA RETIREMENT CORPORATI	$ 1,137.86
A004467	01/05/2017	ICMA RETIREMENT CORPORATI	$ 1,137.85
234429	01/13/2017	WILLIAMS, SHELIA	$ 1,135.47
234287	01/13/2017	BRANDOW'S LAWN & LANDSCAP	$ 1,130.00
234748	01/27/2017	OFFICE DEPOT, INC.	$ 1,126.29
T4200	01/06/2017	AAG ELECTRIC MOTORS & PUM	$ 1,126.10
234701	01/27/2017	GULF ATLANTIC CONSULTANTS	$ 1,125.00
234504	01/20/2017	GULF GLO BANNER COMPANY	$ 1,118.25
234454	01/20/2017	BAY COUNTY TAX COLLECTOR	$ 1,104.88
234464	01/20/2017	CINCH UNDERGROUND INC	$ 1,100.00
234442	01/20/2017	ADECCO EMPLOYMENT SERVICE	$ 1,079.60
234174	01/06/2017	DRUG FREE WORKPLACES, INC	$ 1,073.00
234781	01/27/2017	STUART C. IRBY COMPANY	$ 1,048.67
234156	01/06/2017	CITY OF LYNN HAVEN	$ 1,047.19
234289	01/13/2017	BRYANT, MILLER AND OLIVE,	$ 1,042.50
234219	01/06/2017	KNIGHT, KEVIN	$ 1,040.00
234533	01/20/2017	LOOMIS, FARGO & CO.	$ 1,039.68

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234532	01/20/2017	MEER, KENNETH L.	$	1,000.00
234480	01/20/2017	DURAG	$	1,000.00
T4245	01/27/2017	CINTAS CORPORATION #646	$	998.95
234447	01/20/2017	AT&T	$	982.52
234458	01/20/2017	BRUSH STROKES PAINTING IN	$	980.00
234364	01/13/2017	KONE, INC.	$	975.69
234816	01/27/2017	ZOETIS HOLDINGS LLC	$	967.19
T4227	01/20/2017	BOYD CONSTRUCTION SPECIAL	$	962.99
234379	01/13/2017	MCMASTER-CARR SUPPLY COMP	$	950.73
T4243	01/27/2017	AIRGAS USA, INC.	$	946.33
234343	01/13/2017	GRAINGER	$	944.04
234526	01/20/2017	KONECRANES, INC.	$	934.71
234674	01/27/2017	ESD WASTE2WATER, INC	$	923.86
234390	01/13/2017	PANAMA CITY BCH CHAMBER O	$	920.00
234619	01/27/2017	BAY MEDICAL SACRED HEART	$	917.37
234573	01/20/2017	TECO PEOPLES GAS	$	910.20
234660	01/27/2017	D R HORTON INC	$	907.70
234393	01/13/2017	PENSACOLA RUBBER & GASKET	$	901.99
234479	01/20/2017	DUKE ENERGY	$	894.97
234387	01/13/2017	OFFICE DEPOT, INC.	$	882.07
234516	01/20/2017	IDEXX DISTRIBUTION INC.	$	881.55
234247	01/06/2017	UNDERWOOD, JOHN	$	850.00
234496	01/20/2017	GOVCONNECTION, INC. DBA C	$	847.14
234143	01/06/2017	ARGOS NORTH AMERICAN CORP	$	846.00
234484	01/20/2017	FAIRPOINT COMMUNICATIONS	$	842.41
234731	01/27/2017	LOOMIS, FARGO & CO.	$	836.88
234286	01/13/2017	BOWERS, KARETA E	$	821.21
T4250	01/27/2017	SMITH INDUSTRIAL SERVICE	$	820.00
234718	01/27/2017	IDEXX DISTRIBUTION INC.	$	803.40
234488	01/20/2017	FL DEPT OF AGRICULTURE	$	800.00
234525	01/20/2017	CLERK OF CIRCUIT COURT	$	791.59
234691	01/27/2017	GENERAL KINEMATICS CORPOR	$	789.18
EIB1086	01/05/2017	MASS MUTUAL	$	780.00
EIB0181	01/19/2017	MASS MUTUAL	$	780.00
234195	01/06/2017	BUTLER ANIMAL HEALTH HOLD	$	780.00
234412	01/13/2017	SOUTHERN CLEANING SUPPLY	$	772.95
234665	01/27/2017	DETROIT STOKER COMPANY, L	$	761.19
234812	01/27/2017	XEROX CORPORATION	$	756.14
234523	01/20/2017	KENT FOREST LAWN FUNERAL	$	750.00
234472	01/20/2017	DAG ARCHITECTS INC	$	750.00
234207	01/06/2017	CLERK OF CIRCUIT COURT	$	744.73
234571	01/20/2017	SUNSHINE STATE ONE CALL O	$	733.97
234235	01/06/2017	SPRINT	$	723.92

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234578	01/20/2017	STEWART, ANN H	$	719.00
234583	01/20/2017	VERIZON WIRELESS	$	706.52
234445	01/20/2017	ALLON SERVICES LLC	$	705.00
234707	01/27/2017	HALL SEPTIC TANK SERVICE,	$	700.00
234563	01/20/2017	SHARP ELECTRONICS CORPORA	$	670.67
234528	01/20/2017	LAWNSCAPES OF BAY COUNTY,	$	665.00
234162	01/06/2017	COQUI DISPOSAL SERVICES,	$	663.12
234296	01/13/2017	CITY OF PANAMA CITY BEACH	$	653.05
234605	01/27/2017	ALERE TOXICOLOGY SERVICES	$	645.00
234206	01/06/2017	KEY ELECTRICAL SUPPLIES I	$	643.79
234140	01/06/2017	AMERITECH ENTERPRISES LLC	$	643.00
234595	01/20/2017	KENTUCKY CHILD SUPPORT EN	$	641.12
234261	01/06/2017	KENTUCKY CHILD SUPPORT EN	$	641.12
234766	01/27/2017	REPORTING SYSTEMS, INC	$	637.66
234330	01/13/2017	FLORIDA HOSE & RUBBER, LL	$	630.80
234708	01/27/2017	HBM INC.	$	629.18
234372	01/13/2017	MEER, KENNETH L.	$	625.00
234245	01/06/2017	STEWART, ANN H	$	617.00
234273	01/13/2017	AT&T	$	610.00
234733	01/27/2017	MAQUEIRA, JUSTO	$	600.13
234678	01/27/2017	FIRST AMERICAN TITLE INSU	$	600.00
234345	01/13/2017	GRINDLE, KAREN	$	599.92
234148	01/06/2017	NORTHERN TOOL & EQUIPMENT	$	595.01
234201	01/06/2017	INHOUSE INK, INC	$	594.90
T4204	01/06/2017	GE BETZ, INC.	$	569.13
234187	01/06/2017	GULF COAST ELECTRIC COOP.	$	564.40
234498	01/20/2017	GRAYBAR	$	556.80
234750	01/27/2017	PANAMA ALTERNATOR & START	$	550.00
234185	01/06/2017	GORGEOUS/RFP, LLC	$	550.00
234716	01/27/2017	IBS OF TALLAHASSEE	$	545.49
234163	01/06/2017	COVINGTON HEAVY DUTY PART	$	540.18
234168	01/06/2017	WORKING PARTNERS, LLC	$	535.50
234754	01/27/2017	PENN VETERINARY SUPPLY, I	$	529.94
234575	01/20/2017	TESSCO, INC.	$	526.45
234551	01/20/2017	PHOENIX CONSTRUCTION SERV	$	525.00
234543	01/20/2017	NOVA ENGINEERING AND ENVI	$	525.00
T4218	01/13/2017	NAFECO, INC.	$	520.00
234586	01/20/2017	WHITEHEAD PLUMBING, INC.	$	504.95
234397	01/13/2017	PITNEY BOWES PURCHASE POW	$	500.00
234172	01/06/2017	DEADY P.A., ERIN L.	$	500.00
234784	01/27/2017	SWAGIT PRODUCTIONS, LLC	$	495.00
234477	01/20/2017	DEEP SOUTH CRANE RENTALS,	$	494.40
234367	01/13/2017	LEE, BILL	$	490.00

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234323	01/13/2017	FL ASSN OF COUNTIES TRUST	$	487.00
234228	01/06/2017	PREMIER BIOTECH, INC	$	484.04
234737	01/27/2017	MCCALL SOD FARM	$	480.00
234406	01/13/2017	RELX INC DBA LEXISNEXIS	$	479.98
234759	01/27/2017	PREMIER BIOTECH, INC	$	479.59
234224	01/06/2017	OFFICE DEPOT, INC.	$	477.43
T4235	01/20/2017	PREFERRED MATERIALS, INC	$	476.70
234239	01/06/2017	SUMMIT MOVERS INC	$	467.50
234470	01/20/2017	CROWN HEALTH CARE LAUNDRY	$	467.30
234675	01/27/2017	FAIRPOINT COMMUNICATIONS	$	457.47
234509	01/20/2017	HARRIS SECURITY SYSTEMS,	$	450.00
234180	01/06/2017	FIRST AMERICAN TITLE INSU	$	450.00
234159	01/06/2017	CITY OF PANAMA CITY UTILI	$	446.53
234536	01/20/2017	MATTHEW BENDER & COMPANY	$	444.54
234689	01/27/2017	GALE/CENGAGE LEARNING	$	437.45
T4225	01/20/2017	AIRGAS USA, INC.	$	425.08
234311	01/13/2017	CULLIGAN WATER SERVICES	$	424.95
234354	01/13/2017	HBM INC.	$	422.76
234310	01/13/2017	WATERCO OF THE CENTRAL ST	$	422.48
234485	01/20/2017	FASTENAL COMPANY	$	420.02
234352	01/13/2017	CA FLORIDA HOLDINGS INC.	$	420.00
234198	01/06/2017	IBS OF TALLAHASSEE	$	419.80
234492	01/20/2017	GALE/CENGAGE LEARNING	$	418.51
234402	01/13/2017	PRICE, WILLIAM B. PA	$	406.24
234401	01/13/2017	PRICE, WILLIAM B. PA	$	406.24
234686	01/27/2017	BAY COUNTY SHERIFF	$	405.37
234383	01/13/2017	MOORE, STUART	$	400.00
234271	01/13/2017	AMERICAN SWEEPING INC	$	400.00
234558	01/20/2017	ROSEN PUBLISHING	$	399.00
234226	01/06/2017	OVERHEAD DOOR PRO SERVICE	$	395.00
234298	01/13/2017	CLEARSTAR, INC.	$	390.20
234594	01/20/2017	HART, LEIGH D - ESQUIRE	$	390.00
234396	01/13/2017	PITNEY BOWES GLOBAL FINAN	$	390.00
234259	01/06/2017	HART, LEIGH D - ESQUIRE	$	390.00
234234	01/06/2017	SPECIALTIES, INC	$	389.12
234474	01/20/2017	DAVIS OIL CO., INC	$	387.48
234598	01/20/2017	TENNESSEE CHILD SUPPORT	$	387.00
234265	01/06/2017	TENNESSEE CHILD SUPPORT	$	387.00
234735	01/27/2017	POWERMAX360 LLC	$	376.50
234790	01/27/2017	THAT BOOT STORE	$	375.00
234709	01/27/2017	HARRISON SALE MCCLOY	$	375.00
234444	01/20/2017	ADVANCED SIGN SOLUTIONS,	$	375.00
234778	01/27/2017	SOUTHERN CLEANING SUPPLY	$	371.75

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234524	01/20/2017	KEY ELECTRICAL SUPPLIES I	$	370.96
234363	01/13/2017	CLERK OF CIRCUIT COURT	$	368.20
234341	01/13/2017	OWENS, KAREN SUE	$	363.74
T4211	01/06/2017	THYSSENKRUPP ELEVATOR	$	360.00
234391	01/13/2017	PANHANDLE ASSN. OF CODE E	$	360.00
234144	01/06/2017	AUTOZONE INC	$	354.49
T4201	01/06/2017	AIRGAS USA, INC.	$	350.37
234291	01/13/2017	CAROLINA SOFTWARE	$	350.00
T4220	01/13/2017	SOUTHERN TIRE MART LLC	$	345.40
234538	01/20/2017	MEDIACOM	$	344.97
234685	01/27/2017	FORD, CONSSANDRA GAIL	$	340.00
234682	01/27/2017	FLORIDA PUBLIC UTILITIES	$	339.33
T4246	01/27/2017	ENERGY SYSTEMS SOUTHEAST,	$	336.76
T4248	01/27/2017	NAFECO, INC.	$	325.75
234421	01/13/2017	UPTON REFRIGERATION SALES	$	325.00
234632	01/27/2017	C.V.S.O.A.	$	320.00
234658	01/27/2017	WATERCO OF THE CENTRAL ST	$	315.20
234337	01/13/2017	GALLS, LLC	$	314.95
234171	01/06/2017	DAYSTAR CLEANING, INC.	$	306.98
234747	01/27/2017	NORTHERN SAFETY CO., INC.	$	306.09
T4239	01/20/2017	THOMPSON TRACTOR CO INC	$	303.73
234306	01/13/2017	CPH, INC.	$	302.60
234547	01/20/2017	PANHANDLE CHAPTER OF THE	$	300.00
234507	01/20/2017	HUNTER, KIM	$	300.00
234395	01/13/2017	PITNEY BOWES GLOBAL FINAN	$	300.00
234394	01/13/2017	PHILIPS, SCOTT	$	300.00
234380	01/13/2017	MELZER, HOLLY	$	300.00
234127	01/06/2017	FLORIDA COMBINED LIFE INS	$	296.38
T4206	01/06/2017	PREFERRED MATERIALS, INC	$	290.00
234540	01/20/2017	MIDWEST TAPE	$	286.90
234788	01/27/2017	TEK DISTRIBUTORS, INC.	$	285.36
234382	01/13/2017	MIDWEST TAPE	$	284.85
234469	01/20/2017	COQUI DISPOSAL SERVICES,	$	284.72
234787	01/27/2017	TECO PEOPLES GAS	$	284.17
234431	01/13/2017	XEROX CORPORATION	$	280.40
234622	01/27/2017	BENNETT P.A., DERRICK	$	280.00
234482	01/20/2017	ENVIROMED OF BAY COUNTY,	$	280.00
234422	01/13/2017	VERIZON WIRELESS	$	277.55
234176	01/06/2017	ENSLOW PUBLISHING LLC	$	276.70
234567	01/20/2017	SPRINT	$	276.42
234430	01/13/2017	WINTERS, KIRT M.	$	275.83
234424	01/13/2017	WAKEFIELD, FRED T.	$	275.83
234316	01/13/2017	ELMER, GARY	$	275.83

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234304	01/13/2017	COPE, ERIC	$ 275.83
234292	01/13/2017	CAULK III, JUAN	$ 275.83
234295	01/13/2017	CITY OF CALLAWAY	$ 272.32
234714	01/27/2017	HOWARD, TIMOTHY W.	$ 271.50
234300	01/13/2017	COASTAL COMMUNICATIONS	$ 270.00
234565	01/20/2017	SOUTHERN CLEANING SUPPLY	$ 262.41
234726	01/27/2017	KENNEDY, SAMUEL	$ 256.24
234317	01/13/2017	EMERALD COAST ANSWERPHONE	$ 256.15
234130	01/06/2017	ACCURATE BACKGROUND CHECK	$ 255.61
234677	01/27/2017	FEDERAL EXPRESS	$ 254.07
234405	01/13/2017	RELIABLE COPY PRODUCTS, I	$ 253.23
234712	01/27/2017	HIDDEN RIDGE GROUP LLC	$ 252.65
T4253	01/27/2017	UNITED LIGHTING & SUPPLY	$ 252.55
234319	01/13/2017	ENVIROMED OF BAY COUNTY,	$ 252.00
234452	01/20/2017	BLOODCENTER OF WISCONSIN	$ 250.00
234384	01/13/2017	NATIONAL CENTER FOR STATE	$ 250.00
234229	01/06/2017	RELIABLE COPY PRODUCTS, I	$ 245.67
234646	01/27/2017	CITY OF PORT ST. JOE	$ 245.31
234227	01/06/2017	PARKWAY STORAGE INC.	$ 244.00
234270	01/13/2017	AMERICAN SCREENING L.L.C.	$ 240.00
234657	01/27/2017	CROWN HEALTH CARE LAUNDRY	$ 239.00
234328	01/13/2017	FLORIDA BLUE	$ 238.30
234137	01/06/2017	ALTEC INDUSTRIES, INC.	$ 237.00
234278	01/13/2017	BAY COUNTY HEALTH DEPARTM	$ 236.20
234537	01/20/2017	MCMASTER-CARR SUPPLY COMP	$ 235.81
T4230	01/20/2017	FLUID FLOW PRODUCTS	$ 235.01
234157	01/06/2017	CITY OF PANAMA CITY BEACH	$ 233.04
234541	01/20/2017	MOWREY ELEVATOR CO OF FLA	$ 232.86
234309	01/13/2017	CROWN HEALTH CARE LAUNDRY	$ 230.90
234167	01/06/2017	CROWN HEALTH CARE LAUNDRY	$ 230.90
234568	01/20/2017	STATE OF FLORIDA DEO / SD	$ 230.41
234233	01/06/2017	SHI INTERNATIONAL CORP	$ 229.42
234318	01/13/2017	ENVELOC, INC.	$ 228.50
234797	01/27/2017	ULINE	$ 227.18
234529	01/20/2017	LEAF	$ 218.46
234212	01/06/2017	MEDIACOM	$ 215.14
234460	01/20/2017	C.W. ROBERTS CONTRACTING,	$ 212.84
234616	01/27/2017	BARRY'S BATTERY WAREHOUSE	$ 211.75
234542	01/20/2017	NATIONAL BOOK NETWORK	$ 211.38
234592	01/20/2017	CLERK OF COURT-ANDERSON C	$ 210.00
234256	01/06/2017	CLERK OF COURT-ANDERSON C	$ 210.00
234427	01/13/2017	WHITE'S WRECKER SERVICE,	$ 200.00
234753	01/27/2017	PAUL SIMS CONSTRUCTION	$ 196.62

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234637	01/27/2017	CENTURY 21 COMMANDER REAL	$	194.62
234423	01/13/2017	VISION SERVICE PLAN INSUR	$	191.95
234510	01/20/2017	BUTLER ANIMAL HEALTH HOLD	$	191.15
234656	01/27/2017	CRITTER CARE LLC	$	191.00
234272	01/13/2017	ARCPOINT OF TALLAHASSEE I	$	190.00
234138	01/06/2017	AMERICAN PUBLIC WORKS ASS	$	190.00
234655	01/27/2017	CRI TECHNOLOGY SOLUTIONS,	$	187.50
234515	01/20/2017	IBS OF TALLAHASSEE	$	186.78
234487	01/20/2017	MOBILE COMMUNICATIONS OF	$	186.69
234772	01/27/2017	SALE, VALERIE	$	185.76
234344	01/13/2017	GRAYBAR	$	185.52
234620	01/27/2017	BAY PEST CONTROL, INC.	$	180.00
234659	01/27/2017	CULLIGAN WATER SERVICES	$	174.90
E011017	01/10/2017	FIRST DATA GLOBAL LEASING	$	172.16
234767	01/27/2017	REYES, LEONELL	$	170.00
234534	01/20/2017	MAD HATTER TOTAL CAR CARE	$	167.80
234700	01/27/2017	GUIDRY, GWENDOLYN	$	166.83
234281	01/13/2017	BAY RADIOLOGY WOMENS IMAG	$	165.00
234732	01/27/2017	MAD HATTER TOTAL CAR CARE	$	164.75
234791	01/27/2017	THE BABCOCK & WILCOX COMP	$	163.26
234373	01/13/2017	MAD HATTER TOTAL CAR CARE	$	162.80
234615	01/27/2017	BARRENECHEA, MICHAEL	$	161.97
234302	01/13/2017	COMCAST CABLEVISION	$	160.90
234280	01/13/2017	BAY PEST CONTROL, INC.	$	160.78
234599	01/20/2017	UNITED WAY OF NORTHWEST F	$	160.36
234774	01/27/2017	SAMMONS, CHRISTOPHER R.	$	160.00
234738	01/27/2017	MCDANIEL, TINA	$	160.00
234666	01/27/2017	DEXTER, MARC	$	160.00
234359	01/13/2017	INSIGHT SERVICES, INC	$	160.00
234636	01/27/2017	CAPITAL COMMUNICATIONS IN	$	159.64
234793	01/27/2017	THREADED FASTENERS, INC.	$	156.62
234668	01/27/2017	DORJ, BOLDBAATAR	$	155.25
234758	01/27/2017	PONGSIN, PITSAMAI	$	154.65
234633	01/27/2017	CANON FINANCIAL SVCS, INC	$	153.20
234670	01/27/2017	EDDINS, BRIAN	$	150.00
234581	01/20/2017	UKULELE ORCH OF ST. ANDRE	$	150.00
234535	01/20/2017	MARITECH MACHINE, INC.	$	150.00
234193	01/06/2017	HD SUPPLY WHITE CAP CONST	$	150.00
234585	01/20/2017	WELLS FARGO VENDOR FIN SE	$	149.92
234500	01/20/2017	GREY HOUSE PUBLISHING	$	148.50
234814	01/27/2017	YOUNG, CORKY	$	147.50
234804	01/27/2017	WEATHERFORD, JOSHUA	$	144.94
234724	01/27/2017	K & K PRECISION MANUFACTU	$	143.01

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234609	01/27/2017	ANIMAL CARE EQUIPMENT & S	$	142.45
234388	01/13/2017	OLIVE, JESSIE M.	$	140.26
234392	01/13/2017	PEADEN, LLC	$	140.00
234192	01/06/2017	HARRELL, CHAD	$	140.00
234178	01/06/2017	FAIRCLOTH, CHRISTOPHER O.	$	140.00
234545	01/20/2017	OFFICE DEPOT, INC.	$	136.76
234550	01/20/2017	PENN VETERINARY SUPPLY, I	$	136.70
234153	01/06/2017	C.W. ROBERTS CONTRACTING,	$	136.00
234312	01/13/2017	DAVIS EXTERMINATORS, INC.	$	135.00
234591	01/20/2017	AMERICAN HERITAGE LIFE IN	$	133.77
234441	01/20/2017	ACS ENTERPRISE SOLUTIONS	$	132.82
234461	01/20/2017	CANON FINANCIAL SVCS, INC	$	132.19
234539	01/20/2017	MICROMARKETING LLC	$	131.20
234645	01/27/2017	CITY OF PARKER	$	130.72
234338	01/13/2017	GARETH STEVENS PUBLISHING	$	130.47
234465	01/20/2017	CITY OF LYNN HAVEN	$	129.90
234717	01/27/2017	ICMA RETIREMENT CORPORATI	$	125.00
234597	01/20/2017	ROLFE & LOBELLO, P.A.	$	125.00
234263	01/06/2017	ROLFE & LOBELLO, P.A.	$	125.00
234222	01/06/2017	NORTH FLORIDA MEDICAL GRO	$	125.00
234462	01/20/2017	INDEPENDENT CLINICAL LAB.	$	119.00
234794	01/27/2017	TIMMINS CONSTRUCTION INC	$	118.70
234808	01/27/2017	WLEH, JEWEL	$	115.67
234133	01/06/2017	ADT US HOLDINGS, INC	$	115.65
234802	01/27/2017	WALSH, ROGER	$	115.36
234513	01/20/2017	HOLLEY, INC.	$	114.00
234308	01/13/2017	CRITTER CARE LLC	$	110.00
234673	01/27/2017	ERA NEUBAUER REAL ESTATE	$	109.15
234186	01/06/2017	GRAINGER	$	107.70
234628	01/27/2017	BRUNNER, CHARLES	$	107.22
234497	01/20/2017	GRASS ROOTS PRESS	$	106.65
234471	01/20/2017	WATERCO OF THE CENTRAL ST	$	104.95
234740	01/27/2017	METCALF, DAVID	$	100.00
234721	01/27/2017	ARMSTRONG, RUSSELL C	$	100.00
234695	01/27/2017	GOODWIN, JOHN F	$	100.00
234679	01/27/2017	FL DEPT OF ENVIRONMENTAL	$	100.00
234676	01/27/2017	FARRILL, JOEY	$	100.00
234651	01/27/2017	COLLINS, CAROL	$	100.00
234574	01/20/2017	TERRA-WORX	$	100.00
234131	01/06/2017	ACTION FIRE & SAFETY EQUI	$	100.00
234293	01/13/2017	M & M PROPERTIES OF BAY C	$	99.95
234815	01/27/2017	ZIMMERMAN, JANETTE	$	98.60
234381	01/13/2017	MICROMARKETING LLC	$	98.37

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234165	01/06/2017	CRI TECHNOLOGY SOLUTIONS,	$ 97.50
234770	01/27/2017	ROYAL AMERICAN	$ 96.88
234146	01/06/2017	BAY MEDICAL SACRED HEART	$ 95.48
234413	01/13/2017	SOWELL, ROBERT L	$ 94.55
234160	01/06/2017	CITY OF PARKER	$ 94.48
234408	01/13/2017	SENTIMENTAL PRODUCTIONS	$ 91.95
234268	01/13/2017	AETNA LIFE INSURANCE	$ 91.34
234166	01/06/2017	CRITTER CARE LLC	$ 90.00
234783	01/27/2017	SUNSHINE STATE ONE CALL O	$ 89.20
234610	01/27/2017	APPLIANCE DOCTOR OF N.W.	$ 89.00
234255	01/06/2017	WOW!	$ 88.20
234346	01/13/2017	GRISSETT, LOKEY	$ 87.07
234667	01/27/2017	DMS-BUREAU OF FINANCIAL M	$ 85.98
234614	01/27/2017	BARFIELD, RICKY	$ 85.52
234161	01/06/2017	COMCAST CABLEVISION	$ 84.91
234648	01/27/2017	COCHRAN, JANNIE	$ 84.17
234672	01/27/2017	ENVIROMED OF BAY COUNTY,	$ 84.00
234425	01/13/2017	WELLCARE OF FLORIDA, INC	$ 83.16
234208	01/06/2017	KLW ENTERPRISES, INC.	$ 82.44
234786	01/27/2017	TAYLOR, LESIL	$ 81.00
234589	01/20/2017	YP	$ 80.18
234631	01/27/2017	C.V.S.O.A.	$ 80.00
234202	01/06/2017	INSIGHT SERVICES, INC	$ 80.00
234669	01/27/2017	DRYSDALE, ADAM	$ 78.00
234776	01/27/2017	SHOWCASES	$ 77.45
234457	01/20/2017	BROCKMAN, NANCY	$ 77.04
234451	01/20/2017	BLACKSTONE AUDIO, INC	$ 76.91
234409	01/13/2017	SHRED-IT US JV LLC	$ 76.87
234640	01/27/2017	CHRISTIAN, JOANNE DEBBIE	$ 76.73
234450	01/20/2017	BEATSON, KATHERINE M	$ 75.80
234336	01/13/2017	GALE/CENGAGE LEARNING	$ 75.18
234473	01/20/2017	DAVIS EXTERMINATORS, INC.	$ 75.00
234449	01/20/2017	BAY PEST CONTROL, INC.	$ 75.00
234250	01/06/2017	UNIVERSAL ENVIRONMENTAL S	$ 75.00
234386	01/13/2017	NI GOVERNMENT SERVICES IN	$ 73.73
234552	01/20/2017	PITNEY BOWES	$ 71.20
234739	01/27/2017	MCMASTER-CARR SUPPLY COMP	$ 71.10
234215	01/06/2017	MIDWEST TAPE	$ 69.97
234638	01/27/2017	CHARLES, TIMOTHY	$ 68.70
234275	01/13/2017	B&C TECHNOLOGIES	$ 67.90
234467	01/20/2017	CITY OF WEWAHITCHKA	$ 67.09
234741	01/27/2017	MICROMARKETING LLC	$ 65.60
234582	01/20/2017	VALIANT USA LLC	$ 65.00

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234299	01/13/2017	CLONTS, MARY ELLEN	$ 64.81
234693	01/27/2017	GIARDINA, JENNIFER	$ 64.68
234694	01/27/2017	GIBB SERVICES, INC	$ 63.59
234414	01/13/2017	SUNCOAST AQUARIUMS	$ 63.38
234290	01/13/2017	BUSH, MARCIA	$ 60.48
234752	01/27/2017	PANAMA GLASS COMPANY	$ 60.00
234274	01/13/2017	AXIS FORENSIC TOXICOLOGY,	$ 60.00
234810	01/27/2017	WORSHIP CENTER OF PANAMA	$ 59.43
234548	01/20/2017	PANHANDLE KEY & SAFE, INC	$ 57.50
234214	01/06/2017	MICROMARKETING LLC	$ 57.38
234303	01/13/2017	COMPBENEFITS	$ 56.50
234626	01/27/2017	BROCKMAN, NANCY	$ 54.57
234625	01/27/2017	BRILLIANCE PUBLISHING INC	$ 52.75
234129	01/06/2017	NATIONAL INSURANCE SERVIC	$ 52.35
234671	01/27/2017	EMERGENCY MEDICAL SERVICE	$ 50.00
234494	01/20/2017	GEORGIA PETROLEUM, INC	$ 50.00
234728	01/27/2017	LANGE, KEITH	$ 49.88
234455	01/20/2017	BRILLIANCE PUBLISHING INC	$ 49.75
234455	01/23/2017	BRILLIANCE PUBLISHING INC	$ (49.75)
234623	01/27/2017	BLAGG, COLLIN	$ 49.33
234801	01/27/2017	VITAL MARKETING INC	$ 48.72
234593	01/20/2017	CINCINNATI LIFE INSURANCE	$ 48.62
234769	01/27/2017	ROJAS, XUAN	$ 47.44
234254	01/06/2017	WELLS FARGO VENDOR FIN SE	$ 45.14
234795	01/27/2017	TOMASELLO, MATTHEW	$ 44.69
234773	01/27/2017	SALOW, MIKE	$ 44.09
234789	01/27/2017	TERMINIX	$ 44.00
234184	01/06/2017	GALE/CENGAGE LEARNING	$ 43.68
234681	01/27/2017	FLORIDA HOSE & RUBBER, LL	$ 43.19
T4209	01/06/2017	STEWART & STEVENSON LLC	$ 40.00
234266	01/13/2017	ACCURATE BACKGROUND CHECK	$ 40.00
234757	01/27/2017	PIPING & EQUIPMENT, INC.	$ 39.86
234796	01/27/2017	TORRES, IRVING	$ 39.52
234604	01/27/2017	ADVANTAGE AIR	$ 39.00
234320	01/13/2017	FEDERAL EXPRESS CORPORATI	$ 38.23
234152	01/06/2017	BROCK LAWN AND PEST CONTR	$ 38.00
234805	01/27/2017	WHITE, JACK	$ 37.99
234627	01/27/2017	BROWN, MATTHEW	$ 37.32
234601	01/27/2017	UNITED STATES TREASURY	$ 36.90
234188	01/06/2017	GULF COAST PEST CONTROL,	$ 36.00
234282	01/13/2017	BCBS OF ILLINOIS	$ 35.74
234398	01/13/2017	PORTER, JERRY L	$ 35.73
234764	01/27/2017	REAM, CYNTHIA	$ 35.62

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234713	01/27/2017	HOLMGREN, BARBARA	$ 35.00
234587	01/20/2017	WILLIAMS, SHANNON	$ 35.00
234549	01/20/2017	PARAVICINI, JOSHUA	$ 35.00
234481	01/20/2017	EDWARDS, BENSON	$ 35.00
234242	01/06/2017	TALKINGTON, ANN	$ 35.00
234194	01/06/2017	HEATH, JIMMY	$ 35.00
234798	01/27/2017	UNITED PARCEL SERVICE	$ 33.74
234799	01/27/2017	VAGTS, LOREN DAVID	$ 33.31
234775	01/27/2017	SANDAHL, TIMOTHY	$ 32.64
234644	01/27/2017	CITY OF PANAMA CITY UTILI	$ 32.29
234743	01/27/2017	MILLER, LINDSEY	$ 30.80
234428	01/13/2017	WILLIAMS, DOUGLAS	$ 30.78
234128	01/06/2017	HY HOLDINGS INC	$ 30.00
234288	01/13/2017	BRILLIANCE PUBLISHING INC	$ 29.96
234696	01/27/2017	GOOLSBY, ODELIA	$ 28.77
234762	01/27/2017	QUILL CORPORATION	$ 28.02
234332	01/13/2017	FLORIDA SURVEYING AND MAP	$ 25.00
234147	01/06/2017	BLACKSTONE AUDIO, INC	$ 23.96
234183	01/06/2017	FOX, AMANDA	$ 23.68
234385	01/13/2017	NATIONAL INSURANCE SERVIC	$ 23.45
234771	01/27/2017	SAENZ, BENITO	$ 22.81
T4238	01/20/2017	SOUTHERN TIRE MART LLC	$ 20.00
234792	01/27/2017	THE CHILD'S WORLD, INC.	$ 19.95
234782	01/27/2017	SUMMERS, JERRY	$ 19.92
234756	01/27/2017	PILLING, WENDY	$ 19.92
234722	01/27/2017	J & K STEWART PROPERTIES	$ 19.79
234209	01/06/2017	MAD HATTER TOTAL CAR CARE	$ 19.50
234419	01/13/2017	UNITED PARCEL SERVICE	$ 18.11
234404	01/13/2017	REEVES, LESTER	$ 17.40
234527	01/20/2017	LANGUAGE LINE SERVICES, I	$ 16.57
T4210	01/06/2017	THOMPSON TRACTOR CO INC	$ 16.50
234370	01/13/2017	LIBERTY COUNTY WATER & GA	$ 16.00
234725	01/27/2017	KELLY, ROBERT	$ 15.49
234356	01/13/2017	HOLLEY, INC.	$ 14.25
234611	01/27/2017	ASHBY, MICHAEL	$ 13.26
234566	01/20/2017	SPRINT	$ 12.23
234813	01/27/2017	YARBROUGH, CLAYTON	$ 11.81
234803	01/27/2017	WATT, RALPH	$ 11.52
234353	01/13/2017	HALL, ROBERT S.	$ 10.00
234742	01/27/2017	MIDWEST TAPE	$ 9.99
234653	01/27/2017	CONKLIN, DOUGLAS	$ 8.53
234283	01/13/2017	BEST III, REX J.	$ 5.00
234683	01/27/2017	FLOYD JR, KENNETH	$ 3.83

BAY COUNTY BOARD OF COMMISSIONERS
CHECK REGISTER - SORTED BY DOLLAR AMOUNT
JANUARY 1, 2017 THROUGH JANUARY 31, 2017

CHECK NUMBER	ISSUE DATE	VENDOR		TOTAL
234755	01/27/2017	PENNINGTON, JENNIFER	$	3.76
234230	01/06/2017	RUBBER & SPECIALTIES, INC	$	3.36
234269	01/13/2017	AMERICAN MESSAGING	$	3.01
234468	01/20/2017	WAGEWORKS INC	$	3.00
234252	01/06/2017	VERIZON WIRELESS	$	1.26
231449	9/16/2016	ASHBY, MICHAEL	$	(13.26)
232405	10/21/2016	HD SUPPLY WHITE CAP CONST	$	(1,166.30)
230547	8/12/2016	BAKER, DONELSON, BEARMAN,	$	(7,180.95)
		TOTAL BOARD OF COMMISSIONERS	**$**	**11,524,103.44**

PANAMA CITY BEACH CONVENTION
AND VISITORS BUREAU

PANAMA CITY BEACH CONVENTION AND VISITORS BUREAU
CHECK REGISTER - SORTED BY DOLLAR AMOUNT
JANUARY 1, 2017 THROUGH JANUARY 31, 2017

CHECK NUMBER	ISSUE DATE	VENDOR		TOTAL
18023	1/12/2017	Facebook, Inc.	$	105,738.31
WIRE	1/30/2017	Sports Fields, Inc.	$	63,458.00
18004	1/6/2017	Southwest Airlines Co.	$	55,744.58
18037	1/12/2017	Meredith Corporation	$	50,000.00
18001	1/6/2017	Pinfish Media, LLC	$	48,375.00
18002	1/6/2017	Simpleview	$	48,000.00
DAJ000003588	1/5/2017	Paychex	$	33,847.74
DAJ000003599	1/19/2017	Paychex	$	33,498.29
18006	1/6/2017	Thunder Beach Productions	$	31,463.50
18035	1/12/2017	Luckie & Company, LLC	$	29,800.00
18063	1/23/2017	Pyro Shows, Inc.	$	27,000.00
18057	1/23/2017	Gulf Coast Christmas	$	26,764.17
18068	1/23/2017	Anchor CEI, Inc.	$	24,760.89
18051	1/23/2017	Careco Multimedia Entertainm	$	24,290.00
DAJ000003608	1/12/2017	American Express	$	22,801.75
18086	1/26/2017	The Lamar Companies	$	22,260.00
18000	1/6/2017	Pandora Media, Inc.	$	22,007.19
17993	1/6/2017	Fahlgren Mortine	$	21,375.05
18034	1/12/2017	Lou Hammond Group	$	19,565.00
18077	1/26/2017	GetSmartContent	$	19,500.00
18018	1/12/2017	Florida Blue	$	17,379.56
18084	1/26/2017	Simpleview	$	16,000.00
18061	1/23/2017	Mardi Gras Imports	$	14,991.60
18075	1/26/2017	Emerald Coast Cruizin, LLC	$	14,632.88
18031	1/12/2017	id3 Group	$	13,720.88
18059	1/23/2017	Harrison, Sale, McCloy	$	12,782.50
18049	1/12/2017	Young Strategies	$	12,500.00
18021	1/12/2017	DestiMetrics LLC	$	12,358.12
18083	1/26/2017	Royal American Beach Getaway	$	12,183.90
17989	1/6/2017	Beach House Logos	$	11,406.93
18009	1/6/2017	TubeMogul, Inc.	$	10,927.48
18060	1/23/2017	Inline Barricades & Metal Pr	$	9,300.00
17996	1/6/2017	Lisa Armbruster	$	9,150.75
WIRE	1/19/2017	Gosh PR	$	7,040.00
17987	1/6/2017	ADARA	$	6,945.13
17986	1/6/2017	AAA	$	6,863.75
18020	1/12/2017	Coastal Communications	$	6,768.79
18066	1/23/2017	Maximum Bands Entertainment	$	5,300.00

PANAMA CITY BEACH CONVENTION AND VISITORS BUREAU
CHECK REGISTER - SORTED BY DOLLAR AMOUNT
JANUARY 1, 2017 THROUGH JANUARY 31, 2017

CHECK NUMBER	ISSUE DATE	VENDOR		TOTAL
18010	1/6/2017	Viamedia, Inc.	$	5,000.00
18026	1/12/2017	Halifax Media Group	$	5,000.00
18069	1/26/2017	Arnold High School Athletic	$	5,000.00
17990	1/6/2017	Brand Networks, LLC	$	4,449.40
17999	1/6/2017	Panama City Living Media, LL	$	4,200.00
18019	1/12/2017	Carr, Riggs & Ingram, LLC	$	4,000.00
18055	1/23/2017	Emerald Coast Cruizin, LLC	$	4,000.00
17994	1/6/2017	Florida Film Office, Inc.	$	3,325.00
DAJ000003589	1/5/2017	John Hancock USA	$	3,306.08
17992	1/6/2017	Division-D	$	3,229.64
DAJ000003600	1/19/2017	John Hancock USA	$	3,218.38
17998	1/6/2017	Panama City Beach Chamber of	$	3,050.00
18008	1/6/2017	TripAdvisor, LLC	$	2,958.89
WIRE	1/19/2017	Lieb Management & Beteiligun	$	2,900.00
18005	1/6/2017	Sports Events Magazine	$	2,898.50
18011	1/6/2017	VIE Magazine	$	2,800.75
17997	1/6/2017	Lou Hammond Group	$	2,763.11
18030	1/12/2017	Hutt Insurance Agency, Inc	$	2,665.55
18014	1/12/2017	Anchor CEI, Inc.	$	2,600.00
18079	1/26/2017	Holiday Golf Club	$	2,500.00
18081	1/26/2017	Panama City Beach Chamber of	$	2,500.00
18071	1/26/2017	Bay Point Golf Club	$	2,400.00
18070	1/26/2017	Barberstock Systems, Inc.	$	2,397.00
18076	1/26/2017	Garment Gear, Inc.	$	2,181.77
18028	1/12/2017	Holiday Golf Club	$	2,161.40
18029	1/12/2017	Hombre Golf Club	$	2,161.40
18073	1/26/2017	Carlton Fields, Attorneys at	$	2,055.00
18056	1/23/2017	Gulf Coast State College Ath	$	2,000.00
18042	1/12/2017	Tipton, Marler, Garner & Cha	$	1,826.00
WIRE	1/19/2017	Creative Artists Agency	$	1,500.00
WIRE	1/19/2017	William Morris Endeavor Ente	$	1,500.00
18003	1/6/2017	Snelling Personnel-Panama Ci	$	1,245.00
18015	1/12/2017	Arnold High School Band Boos	$	1,000.00
18067	1/23/2017	Draggin' Tail Run	$	1,000.00
18022	1/12/2017	Destination Travel Network	$	995.00
18017	1/12/2017	Beusse Wolter Sanks & Maire,	$	955.00
18025	1/12/2017	Florida Blue Group Ancillary	$	872.04
18074	1/26/2017	Coastal Communications	$	862.95

PANAMA CITY BEACH CONVENTION AND VISITORS BUREAU
CHECK REGISTER - SORTED BY DOLLAR AMOUNT
JANUARY 1, 2017 THROUGH JANUARY 31, 2017

CHECK NUMBER	ISSUE DATE	VENDOR		TOTAL
18072	1/26/2017	Boardwalk Beach Resort	$	862.40
18048	1/12/2017	Who Dey Prints & Embroidery	$	851.70
IAJ000003597	1/12/2017	Credit Card Center	$	847.72
18050	1/12/2017	Jim Lawson	$	800.00
18082	1/26/2017	Pelican Drones	$	793.00
17988	1/6/2017	Alabama Media Group	$	750.00
18040	1/12/2017	Quality Plus Services	$	750.00
18047	1/12/2017	US Relay Corp	$	741.70
18085	1/26/2017	Snelling Personnel-Panama Ci	$	611.25
18052	1/23/2017	Coastal Communications	$	575.73
18007	1/6/2017	Travel Guides Free	$	500.00
18036	1/12/2017	Man in the Sea Museum	$	500.00
18039	1/12/2017	Principal Financial Group	$	434.67
18065	1/23/2017	Tracy Rudhall	$	421.20
DAJ000003598	1/19/2017	Paychex	$	377.87
18024	1/12/2017	Farmer's Marketing	$	360.00
18064	1/23/2017	Snelling Personnel-Panama Ci	$	352.50
18090	1/26/2017	City of Panama City Beach	$	350.00
18041	1/12/2017	Simpleview	$	291.67
18078	1/26/2017	Gulf Glo Banners	$	267.34
WIRE	1/19/2017	Madison House LLC	$	250.00
DAJ000003602	1/12/2017	UPS	$	218.61
DAJ000003590	1/5/2017	HSA Bank	$	200.00
DAJ000003601	1/19/2017	HSA Bank	$	200.00
18032	1/12/2017	Living Interiors of Bay Coun	$	180.25
18038	1/12/2017	Mimi's Florist	$	170.40
17991	1/6/2017	Comcast Cable	$	161.42
18053	1/23/2017	Community Coffee	$	122.95
18027	1/12/2017	HealthiestYou	$	102.00
IAJ000003595	1/12/2017	Summerhouse Condominiums	$	100.00
18062	1/23/2017	Phase V of Florida, LLC	$	100.00
18033	1/12/2017	Lockard & Williams Insurance	$	95.00
DAJ000003591	1/5/2017	UPS	$	86.20
17995	1/6/2017	Gulf Power	$	79.41
18013	1/6/2017	Gulf Power	$	79.41
18058	1/23/2017	Gulf Glo Banners	$	75.30
18016	1/12/2017	Bay County Chamber of Commer	$	75.00
18054	1/23/2017	David E. Demarest	$	65.73

PANAMA CITY BEACH CONVENTION AND VISITORS BUREAU
CHECK REGISTER - SORTED BY DOLLAR AMOUNT
JANUARY 1, 2017 THROUGH JANUARY 31, 2017

CHECK NUMBER	ISSUE DATE	VENDOR		TOTAL
DAJ000003603	1/19/2017	UPS	$	60.60
IAJ000003594	1/12/2017	Principal Financial Group	$	53.75
18012	1/6/2017	Vision Service Plan (IC)	$	50.78
IAJ000003596	1/12/2017	Friends of Camp Helen	$	50.00
18089	1/26/2017	City of Panama City Beach	$	50.00
18080	1/26/2017	KLW Enterprises, Inc.	$	47.93
WIRE	1/19/2017	Gosh PR	$	44.81
18087	1/26/2017	Vision Service Plan (IC)	$	36.64
18088	1/26/2017	Florida Div of Alcoholic Bev	$	25.00
		TOTAL PANAMA CITY BEACH CVB	**$**	**1,044,199.54**

PANAMA CITY COMMUNITY
DEVELOPMENT COUNCIL

PANAMA CITY COMMUNITY DEVELOPMENT COUNCIL
CHECK REGISTER - SORTED BY DOLLAR AMOUNT
JANUARY 1, 2017 THROUGH JANUARY 31, 2017

CHECK NUMBER	ISSUE DATE	VENDOR	TOTAL
1479	01/19/2017	ROBIN MALPASS & ASSOCIATES INC	$ 96,266.23
1465	01/05/2017	LOU HAMMOND & ASSOC	$ 10,000.00
1468	01/05/2017	VISA	$ 4,137.75
1475	01/19/2017	CARR RIGGS & INGRAM LLC	$ 3,507.50
1463	01/05/2017	JBJ PRODUCTIONS INC	$ 3,500.00
1464	01/05/2017	LEGISTIX SOLUTIONS LLC	$ 3,333.00
1491	01/26/2017	LEGISTIX SOLUTIONS LLC	$ 3,333.00
1462	01/05/2017	FADMO-FLORIDA ASSOC OF DESTINATION	$ 2,842.00
1485	01/12/2017	SUMMIT BANK	$ 1,867.79
1494	01/26/2017	SUMMIT BANK	$ 1,632.33
1471	01/12/2017	LAGUERA, NICOLE, JO	$ 1,117.26
1482	01/26/2017	LAGUERA, NICOLE, JO	$ 1,030.64
1459	01/05/2017	BAY COUNTY CHAMBER OF COMMERCE	$ 1,000.00
1466	01/05/2017	PANAMA CITY BCH CHAMBER OF	$ 1,000.00
1478	01/19/2017	PROQUIRE LLC DBA ACCENTURE	$ 720.00
1483	01/12/2017	CITY OF PANAMA CITY	$ 671.58
1488	01/26/2017	CITY OF PANAMA CITY	$ 669.13
1490	01/26/2017	GULF POWER CO	$ 656.97
1484	01/12/2017	RAYMOND JAMES & ASSOC INC	$ 413.47
1492	01/26/2017	LOU HAMMOND & ASSOC	$ 376.88
1493	01/26/2017	RAYMOND JAMES & ASSOC INC	$ 363.47
1481	01/19/2017	WOW|	$ 334.55
1469	01/05/2017	WES CATRETT	$ 250.00
1477	01/19/2017	KONICA MINOLTA INC	$ 245.94
1480	01/19/2017	VERIZON WIRELESS	$ 164.75
1489	01/26/2017	EARTHSHINE CLEANING	$ 164.42
1461	01/05/2017	EARTHSHINE CLEANING	$ 163.65
1467	01/05/2017	PANAMA CITY BEACH CONVENTION &	$ 150.00
1460	01/05/2017	CITY OF PC-WATER DEPT	$ 97.83
1486	01/26/2017	BROCK PEST CONTROL INC	$ 86.67
1458	01/05/2017	AFPS-ADVANCED FIRE PROTECTION SRV	$ 67.10
1473	01/19/2017	AFPS-ADVANCED FIRE PROTECTION SRV	$ 67.10
1487	01/26/2017	BUFFALO ROCK CO	$ 30.14
1474	01/19/2017	BAY COUNTY CHAMBER OF COMMERCE	$ 25.44
1476	01/19/2017	CULLIGAN BY WATERCO INC	$ 20.17
		TOTAL PANAMA CITY CDC	**$ 140,306.76**

MEXICO BEACH COMMUNITY DEVELOPMENT COUNCIL

MEXICO BEACH COMMUNITY DEVELOPMENT COUNCIL
CHECK REGISTER - SORTED BY DOLLAR AMOUNT
JANUARY 1, 2017 THROUGH JANUARY 31, 2017

CHECK NUMBER	ISSUE DATE	VENDOR		TOTAL
6210	01/12/2017	Cornerstone Marketing & Advertising	$	17,611.90
6212	01/12/2017	Miles Media Group	$	6,778.25
6218	01/12/2017	Kincaid Motorcoach	$	6,075.00
EFT	01/17/2017	United States Treasury	$	3,695.98
6204	01/05/2017	Chase Card Services	$	2,866.77
6209	01/12/2017	Florida Blue	$	2,279.10
6211	01/12/2017	CRI	$	2,000.00
6217	01/12/2017	Kincaid Motorcoach	$	890.00
6200	01/05/2017	DSI Security Services	$	560.00
6222	01/26/2017	Reginald Smith	$	275.00
6203	01/05/2017	Pitney Bowes Global Financial Services	$	261.99
6214	01/12/2017	Lisa Armbruster	$	200.00
6198	01/05/2017	Toshiba American Business Solutions	$	182.89
6224	01/26/2017	Fairpoint Communications	$	176.29
6227	01/26/2017	Jim Dennis	$	160.00
6199	01/05/2017	Roberson & Associates, PA	$	147.64
6206	01/12/2017	US relay	$	144.00
6223	01/26/2017	Reginald Smith	$	137.50
6226	01/26/2017	Mediacom	$	109.95
6215	01/12/2017	Duke Energy	$	84.39
6220	01/26/2017	MCI	$	76.69
6208	01/12/2017	Florida Combined Life	$	71.48
6219	01/26/2017	Fish House Restaurant	$	70.00
6213	01/12/2017	Sandy's Stitches	$	67.50
6225	01/26/2017	Safetouch Security Systems	$	29.18
6216	01/12/2017	Cathey's Ace Hardware	$	27.92
6205	01/12/2017	Melissa A. Williams	$	26.75
6202	01/05/2017	VSP Vision Care	$	13.85
6221	01/26/2017	VSP Vision Care	$	13.85
6207	01/12/2017	HY Holdings INC	$	12.00
6201	01/05/2017	Cathey's Ace Hardware	$	5.99
		TOTAL MEXICO BEACH CDC	**$**	**45,051.86**

BILL KINSAUL
CLERK OF COURT
& COMPTROLLER
BAY COUNTY

RECEIVED
BAY COUNTY COMMISSION
COUNTY MANAGERS OFFICE
FEB 08 2017

TO: Board of County Commissioners

FROM: Bill Kinsaul, Clerk of Court & Comptroller

DATE: February 6, 2017

RE: Inventory Deletions

The Property Inventory Clerk has been requested to delete the following items from the County's inventory records:

Inventory Item	Explanation
Information Technology	
Computer Property No. 19610-0	Item is obsolete and/or non-functional.
Computer Property No. 19611-0	Item is obsolete and/or non-functional.
Computer Property No. 19612-0	Item is obsolete and/or non-functional.
Computer Property No. 19613-0	Item is obsolete and/or non-functional.
Computer Property No. 19616-0	Item is obsolete and/or non-functional.
Computer Property No. 19617-0	Item is obsolete and/or non-functional.
Computer Property No. 19620-0	Item is obsolete and/or non-functional.

PHONE: 850-763-9061 · WEB SITE: www.baycoclerk.com
300 East 4th Street · P.O. Box 2269 · Panama City, Florida 32402-2269

Inventory Item	Explanation
Information Technology con't.	
Computer Property No. 19621-0	Item is obsolete and/or non-functional.
Computer Property No. 19624-0	Item is obsolete and/or non-functional.
Computer Property No. 19628-0	Item is obsolete and/or non-functional.
Computer Property No. 19629-0	Item is obsolete and/or non-functional.
Computer Property No. 19631-0	Item is obsolete and/or non-functional.
Computer Property No. 19632-0	Item is obsolete and/or non-functional.
Computer Property No. 19636-0	Item is obsolete and/or non-functional.
Computer Property No. 19637-0	Item is obsolete and/or non-functional.
Computer Property No. 19639-0	Item is obsolete and/or non-functional.
Computer Property No. 19641-0	Item is obsolete and/or non-functional.
Computer Property No. 19671-0	Item is obsolete and/or non-functional.
Computer Property No. 19691-0	Item is obsolete and/or non-functional.
Computer Property No. 54026	Item is obsolete and/or non-functional.
Computer Property No. 20064-0	Item is obsolete and/or non-functional.

Inventory Item	Explanation
Information Technology con't.	
Computer Property No. 19625-0	Item is obsolete and/or non-functional.
Computer Property No. 19644-0	Item is obsolete and/or non-functional.
Computer Property No. 19685-0	Item is obsolete and/or non-functional.
Computer Property No. 19643-0	Item is obsolete and/or non-functional.
Computer Property No. 18518-0	Item is obsolete and/or non-functional.
Computer Property No. 18520-0	Item is obsolete and/or non-functional.
Computer Property No. 18521-0	Item is obsolete and/or non-functional.
Computer Property No. 18517-0	Item is obsolete and/or non-functional.
Computer Property No. 18507-0	Item is obsolete and/or non-functional.
Computer Property No. 18512-0	Item is obsolete and/or non-functional.
Computer Property No. 19634-0	Item is obsolete and/or non-functional.
Computer Property No. 19614-0	Item is obsolete and/or non-functional.
Computer Property No. 19635-0	Item is obsolete and/or non-functional.
Computer Property No. 18522-0	Item is obsolete and/or non-functional.

Inventory Item	Explanation
Information Technology con't.	
Computer Property No. 19615-0	Item is obsolete and/or non-functional.
Computer Property No. 19623-0	Item is obsolete and/or non-functional.
Computer Property No. 19609-0	Item is obsolete and/or non-functional.
Computer Property No. 19608-0	Item is obsolete and/or non-functional.
Computer Property No. 19619-0	Item is obsolete and/or non-functional.
Computer Property No. 19618-0	Item is obsolete and/or non-functional.
Computer Property No. 18513-0	Item is obsolete and/or non-functional.
Computer Property No. 18512-0	Item is obsolete and/or non-functional.
Utility Services	
Printer Property No. 16805-0	Item is obsolete and/or non-functional.
Easy Locator Property No. 16014-0	Item is obsolete and/or non-functional.
Utility Trailer Property No. 17774-0	Item is obsolete and/or non-functional.
Controller Property No. 20278-0	Item is obsolete and/or non-functional.
Controller Property No. 20279-0	Item is obsolete and/or non-functional.
Controller Property No. 20280-0	Item is obsolete and/or non-functional.

Inventory Item	Explanation
Utility Services con't.	
Controller Property No. 20281-0	Item is obsolete and/or non-functional.
Handheld Radio Property No. 55363	Item is obsolete and/or non-functional.
Welding Machine Property No. 15870-0	Item is obsolete and/or non-functional.
Portable Auto Sampler Property No. 19535-0	Item is obsolete and/or non-functional.
Handheld Radio Property No. 19003-0	Item is obsolete and/or non-functional.
Submersible Sampling Pump Property No. 20125-0	Item is obsolete and/or non-functional.
Power Inverter Property No. 15069-0	Item is obsolete and/or non-functional.
Supervisor Of Elections	
Computer Property No. 15957-0	Item is obsolete and/or non-functional.
Library	
Computer Property No. 18507-0	Item is obsolete and/or non-functional.
Scanner Property No. 18170-0	Item is obsolete and/or non-functional.
Laptop Property No. 19644-0	Item is obsolete and/or non-functional.
Computer Property No. 20064-0	Item is obsolete and/or non-functional.
Computer Property No. 19691-0	Item is obsolete and/or non-functional.

Inventory Item	Explanation
Library con't.	
Computer Property No. 19625-0	Item is obsolete and/or non-functional.
Computer Property No. 54026	Item is obsolete and/or non-functional.
Parks & Recreation	
Utility Trailer Property No. 52158	Item is obsolete and/or non-functional.
Tourist Development Council	
Laptop Property No. 50462	Item is obsolete and/or non-functional.

The requested action is for the Board to authorize removal of these items from the County's inventory.

BK/dlfowler

BAY COUNTY BOCC
ACQUISITION, DISPOSITION AND TRANSFER FORM

TO: Board of County Commissioners

FROM: SEE LIST
(Department)

Date: 9/13/16

The following changes have occurred in the property in my custody. Please change your Property Record accordingly.

IDENTIFICATION DATA

NAME OF ITEM	ASSET ID NUMBER (Assigned By Finance)	MAKE/MODEL/YEAR
Computers	See Attached List	
TAG NUMBER	**COUNTY ID NUMBER (Assigned by Purchasing)**	**MFG ID NUMBER / VIN**
		See Attached List
Other Description:		**GVW:**

Acquisition, Disposition and Transfer Data

ACQUISITION: ☐Not Applicable

P.O. # _____ Improvement _____

Date Acquired: _____

Vendor Name: _____

Check No.: _____

Purchase Price: $

Freight: $

Installation: $

Improvements: $

Total Cost $

DISPOSITION X ☐ Not Applicable

TRANSFER

To: SEE ATTACHED

Transferred ____ Sold X Scrapped X

Traded ____ Trade-in Realized $

Value on Records: $

Reason for Disposal: _____

Not Repairable

Amount Realized (if sold) $

Date: _____

Remarks: _____

Signed _____

Title _____

Signed Chris Fox

Title IT/GIS Director

Insured Date: _____

By: _____
Risk Management

DESC	MAKE/MODEL	S/N	ASSET	TRANSFER FROM	TRANSFER TO
~~Computer~~	~~OptiPlex 330~~	~~8CVFTF1~~		PCB Library	Retire/Dispose
~~Computer~~	~~OptiPlex 330~~	~~BCVFTF1~~		PCB Library	Retire/Dispose
~~Computer~~	~~OptiPlex 210L~~	~~3TJFQB1~~		PCB Library	Retire/Dispose
~~Computer~~	~~OptiPlex GX620~~	~~4963N81~~		PCB Library	Retire/Dispose
~~Computer~~	~~OptiPlex 210L~~	~~1VJFQB1~~		PCB Library	Retire/Dispose
~~Computer~~	~~OptiPlex 210L~~	~~1SJFQB1~~		PCB Library	Retire/Dispose
~~Computer~~		~~CR2HRB1~~		PCB Library	Retire/Dispose
~~Computer~~	~~OptiPlex 210L~~	~~5VJFQB1~~		PCB Library	Retire/Dispose
~~Computer~~	~~OptiPlex 210L~~	~~264GQB1~~		PCB Library	Retire/Dispose
~~Computer~~	~~OptiPlex GX620~~	~~J963N81~~		PCB Library	Retire/Dispose
Computer	OptiPlex 780	5DTTHM1	19610	PCB Library	Retire/Dispose
Computer	OptiPlex 780	7DTTHM1	19611	PCB Library	Retire/Dispose
Computer	OptiPlex 780	9DTTHM1	19612	PCB Library	Retire/Dispose
Computer	OptiPlex 780	FDTTHM1	19613	PCB Library	Retire/Dispose
Computer	OptiPlex 780	7FTTHM1	19616	PCB Library	Retire/Dispose
Computer	OptiPlex 780	CFTTHM1	19617	PCB Library	Retire/Dispose
Computer	OptiPlex 780	7GTTHM1	19620	PCB Library	Retire/Dispose
Computer	OptiPlex 780	CGTTHM1	19621	PCB Library	Retire/Dispose
Computer	OptiPlex 780	7HTTHM1	19624	PCB Library	Retire/Dispose
Computer	OptiPlex 780	8JTTHM1	19628	PCB Library	Retire/Dispose
Computer	OptiPlex 780	DJTTHM1	19629	PCB Library	Retire/Dispose
Computer	OptiPlex 780	4KTTHM1	19631	PCB Library	Retire/Dispose
Computer	OptiPlex 780	8KTTHM1	19632	PCB Library	Retire/Dispose
Computer	OptiPlex 780	7LTTHM1	19636	PCB Library	Retire/Dispose
Computer	OptiPlex 780	CLTTHM1	19637	PCB Library	Retire/Dispose
Computer	OptiPlex 780	3MTTHM1	19639	PCB Library	Retire/Dispose
Computer	OptiPlex 780	DMTTHM1	19641	PCB Library	Retire/Dispose
Computer	OptiPlex 780	23YZQN1	19671	PCB Library	Retire/Dispose
~~Computer~~	EMachine	~~PTNCG0200210102E73~~ 9600	no tag	~~PCB~~ Library	Retire/Dispose
Computer	OptiPlex 780	7FM2CP1	19691	PCB Library	Retire/Dispose
Computer	Optiplex 390	2VSPVV1	54026	PCB Library	Retire/Dispose
Computer	Optiplex 390	HS94LS1	20064	PCB Library	Retire/Dispose
Computer	OptiPlex 780	CHTTHM1	19625	PCB Library	Retire/Dispose
Computer	Latitude 5400	37LZYJ1	19644/ 53927	PCB Library	Retire/Dispose

BAY COUNTY BOCC
ACQUISITION, DISPOSITION AND TRANSFER FORM

TO: Board of County Commissioners

FROM: SEE LIST
(Department)

Date: 8-31-16

The following changes have occurred in the property in my custody. Please change your Property Record accordingly.

IDENTIFICATION DATA

NAME OF ITEM	ASSET ID NUMBER (Assigned By Finance)	MAKE/MODEL/YEAR
Computers	See Attached List	
TAG NUMBER	**COUNTY ID NUMBER (Assigned by Purchasing)**	**MFG ID NUMBER / VIN**
		See Attached List
Other Description:		**GVW:**

Acquisition, Disposition and Transfer Data

ACQUISITION: ☐Not Applicable

P.O. # _____ Improvement _____

Date Acquired: _____

Vendor Name: _____

Check No.: _____

Purchase Price: $

Freight: $

Installation: $

Improvements: $

Total Cost $

DISPOSITION X ☐ Not Applicable

TRANSFER

To: SEE ATTACHED

Transferred ____ Sold X Scrapped X

Traded ____ Trade-in Realized $

Value on Records: $

Reason for Disposal:

Not Repairable

Amount Realized (if sold) $

Date: _____

Remarks: _____

Signed _____ **Signed** **Chris Fox**

Title _____ **Title** **IT/GIS Director**

Insured Date: _____ By: _____

Risk Management

DEPT_DIVISION	PC_Name	PC_MODEL	PC_SN	ASSET_TAG	New_ASSET	Dept_No
~~Bay County Library(R)~~	~~BCPL-CARREL1~~	~~OptiPlex 210L~~	~~FF4GQB1~~			Dispose
Bay County Library(R)	BCPL-CARREL10	Optiplex 780	7FMZBP1	19685		Dispose
~~Bay County Library(R)~~	~~BCPL-CARREL2~~	~~OptiPlex 210L~~	~~FB4GQB1~~			Dispose
~~Bay County Library(R)~~	~~BCPL-CARREL3~~	~~OptiPlex 210L~~	~~3B4GQB1~~			Dispose
~~Bay County Library(R)~~	~~BCPL-CARREL4~~	~~OptiPlex 210L~~	~~1B4GQB1~~			Dispose
~~Bay County Library(R)~~	~~BCPL-CARREL5~~	~~OptiPlex 210L~~	~~144GQB1~~			Dispose
~~Bay County Library(R)~~	~~BCPL-CARREL6~~	~~Optiplex 210L~~	~~BT2HRB1~~			Dispose
~~Bay County Library(R)~~	~~BCPL-CARREL7~~	~~OptiPlex 210L~~	~~J44GQB1~~			Dispose
~~Bay County Library(R)~~	~~BCPL-CARREL8~~	~~OptiPlex 210L~~	~~DS2HRB1~~	retired		Dispose
Bay County Library(R)	BCPL-CARREL9	OptiPlex 780	3DTTHM1	19643		Dispose
~~Bay County Library(R)~~	~~BCPL-JUV10P~~	~~OptiPlex 210L~~	~~734GQB1~~			Dispose
~~Bay County Library(R)~~	~~BCPL-JUV11P~~	~~OptiPlex 360~~	~~CYJC4J1~~			Dispose
~~Bay County Library(R)~~	~~BCPL-JUV12P~~	~~OptiPlex 360~~	~~CYK94J1~~			Dispose
~~Bay County Library(R)~~	~~BCPL-JUV1P~~	~~OptiPlex 210L~~	~~JB4GQB1~~			Dispose
~~Bay County Library(R)~~	~~BCPL-JUV2P~~	~~OptiPlex 210L~~	~~884GQB1~~			Dispose
~~Bay County Library(R)~~	~~BCPL-JUV3P~~	~~OptiPlex 210L~~	~~774GQB1~~			Dispose
Bay County Library(R)	BCPL-JUV4P	OptiPlex 330	84QXLG1	18518		Dispose
Bay County Library(R)	BCPL-JUV5P	OptiPlex 330	B4QXLG1	18520		Dispose
Bay County Library(R)	BCPL-JUV6P	OptiPlex 330	C4QXLG1	18521		Dispose
Bay County Library(R)	BCPL-JUV7P	OptiPlex 330	74QXLG1	18517		Dispose
Bay County Library(R)	BCPL-JUV8P	OptiPlex 330	5ZW8BG1	18507		Dispose
Bay County Library(R)	BCPL-JUV9P	OptiPlex 330	70X8BG1	18512		Dispose
Bay County Library(R)	BCPL-JUVPARENT1	OptiPlex 780	JKTTHM1	19634		Dispose
Bay County Library(R)	BCPL-JUVPARENT2	OptiPlex 780	JDTTHM1	19614		Dispose
~~Bay County Library(R)~~	~~BCPL-KIOSK1~~	~~OptiPlex GX620~~	~~D963N81~~			Dispose
~~Bay County Library(R)~~	~~BCPL-KIOSK2~~	~~OptiPlex GX620~~	~~H963N81~~			Dispose
~~Bay County Library(R)~~	~~BCPL-LAB1~~	~~OptiPlex 210L~~	~~4D4GQB1~~			Dispose
~~Bay County Library(R)~~	~~BCPL-LAB10~~	~~OptiPlex 210L~~	~~G94GQB1~~			Dispose
~~Bay County Library(IT)~~	~~BCPL-LAB11~~	~~OptiPlex 210L~~	~~D64GQB1 (2T2HRB1)~~			Dispose
~~Bay County Library(R)~~	~~BCPL-LAB12~~	~~OptiPlex 210L~~	~~4C4GQB1~~			Dispose
Bay County Library(R)	BCPL-LAB13	OptiPlex 780	3LTTHM1	19635		Dispose
Bay County Library(R)	BCPL-JUVPCRES	OptiPlex 780	D4QXLG1	18522		Dispose
Bay County Library(R)	BCPL-LAB15	OptiPlex 780	3FTTHM1	19615		Dispose
Bay County Library(R)	BCPL-LAB16	OptiPlex 780	3HTTHM1	19623		Dispose
~~Bay County Library(R)~~	~~BCPL-LAB2~~	~~OptiPlex 210L~~	~~274GQB1~~			Dispose
~~Bay County Library(R)~~	~~BCPL-LAB3~~	~~OptiPlex 210L~~	~~354GQB1~~			Dispose
~~Bay County Library(R)~~	~~BCPL-LAB4~~	~~OptiPlex 210L~~	~~6F4GQB1~~			Dispose
~~Bay County Library(R)~~	~~BCPL-LAB5~~	~~OptiPlex 210L~~	~~654GQB1~~			Dispose
~~Bay County Library(R)~~	~~BCPL-LAB6~~	~~OptiPlex 210L~~	~~J74GQB1~~			Dispose
~~Bay County Library(R)~~	~~BCPL-LAB7~~	~~OptiPlex 210L~~	~~JD4GQB1~~			Dispose
~~Bay County Library(R)~~	~~BCPL-LAB8~~	~~OptiPlex 210L~~	~~7S2HRB1~~			Dispose
~~Bay County Library(R)~~	~~BCPL-LAB9~~	~~OptiPlex 210L~~	~~4G4GQB1~~			Dispose
~~Bay County Library(R)~~	~~BCPL-LABINST~~	~~OptiPlex 210L~~	~~484GQB1~~	retired		Dispose
Bay County Library(R)	BCPL-LIT1	OptiPlex 780	4NTTHM1	19609		Dispose
Bay County Library(R)	BCPL-LIT2P	OptiPlex 780	1DTTHM1	19608	53880	Dispose

~~Bay County Library(R)~~	~~BCPL-RESEARCH1~~	~~OptiPlex 210L~~	~~GD4GQB1~~			Dispose
~~Bay County Library(R)~~	~~BCPL-RESEARCH2~~	~~OptiPlex 210L~~	~~F44GQB1~~			Dispose
~~Bay County Library(R)~~	~~BCPL-Law1~~	~~4200~~	~~2UA5370D09~~			Dispose
~~Bay County Library(R)~~	~~BCPL-Law2~~	~~4200~~				Dispose
~~Bay County Library(R)~~	~~BCPL-JUVGAME2~~	~~OptiPlex 780~~	~~HMTTHM1~~	~~19642~~ R		Dispose
Bay County Library(R)	BCPL-JUVGAME3	OptiPlex 780	3GTTHM1	19619		Dispose
Bay County Library(R)	BCPL-JuvGame1	OptiPlex 780	HFTTHM1	19618		Dispose
~~Bay County Library(R)~~	~~PAR-PUBLIC1~~	~~OptiPlex 210L~~	~~JVJFQB1~~			Dispose
~~Bay County Library(R)~~	~~PAR-PUBLIC2~~	~~OptiPlex 210L~~	~~CWJFQB1~~			Dispose
~~Bay County Library(R)~~	~~PAR-PUBLIC3~~	~~OptiPlex 210L~~	~~3XJKQB1~~			Dispose
~~Bay County Library(R)~~	~~PAR-PUBLIC4~~	~~OptiPlex 210L~~	~~5G4GQB1~~			Dispose
~~Bay County Library(R)~~	~~PAR-PUBLIC5~~	~~OptiPlex GX620~~	~~9963N81~~			Dispose
Bay County Library(R)	SPR-CIRC1	OptiPlex 330	CZW8BG1	18513		Dispose
Bay County Library(R)	BCPL-JUV9P	OptiPlex 330	70X8BG1	18512		Dispose
~~Bay County Library(R)~~	~~BCPL-LOCHIST~~		~~7MTTMM1~~	~~19640~~ R		Dispose

BILL KINSAUL
CLERK OF COURT
& COMPTROLLER
BAY COUNTY

MEMO

TO: Ben Blitch
Utility Services

FROM: Doris Fowler, Fixed Asset Specialist Doris

DATE: December 15, 2016

SUBJ: Fixed Asset Inventory

Per Florida Statutes, each governmental unit is responsible for a periodic review of county property for inventory purposes. The review of your location's assets was recently completed. You will find attached a list of assets that have been determined to be obsolete and/or non-functional and should be retired. If you concur with the attached list, please sign below and return to the Finance Office.

The removal of all assets from inventory must be approved by the Board of County Commissioners. A board memo will be prepared by the Clerk's office requesting the Board's authorization to officially remove the assets from your location. If you have any questions, please do not hesitate to call Doris Fowler at 747-5227.

Signature

12-15-16
Date

PHONE: 850-763-9061 · WEB SITE: www.baycoclerk.com
300 East 4th Street · P.O. Box 2269 · Panama City, Florida 32402-2269

WATER PLANT
RETIRE LIST

ASSET #	ASSET INFORMATION
16805-0/51866	PRINTER
16014-0/51994	EASY LOCATOR
17774-0/52026	UTILITY TRAILER
20278-0/52585	CONTROLLER
20279-0/52586	CONTROLLER
20280-0/52587	CONTROLLER
20281-0/52589	CONTROLLER
55363	HANDHELD RADIO

UTILITY ADMIN

ASSET #	ASSET INFORMATION
15870-0/54208	WELDING GENERATOR MACHINE/P006

RETAIL WASTEWATER

ASSET #	ASSET INFORMATION
19535-0/52016	PORTABLE AUTO SAMPLER

RETAIL WATER

ASSET #	ASSET INFORMATION
19003-0/52049	HANDHELD RADIO

LABORATORY

ASSET #	ASSET INFORMATION
20125-0/51857	SUBMERSIBLE SAMPLING PUMP
15069-0/51860	POWER INVERTER

BILL KINSAUL
CLERK OF COURT
& COMPTROLLER
BAY COUNTY

MEMO

TO: Mark Andersen
Supervisor of Elections

FROM: Doris Fowler, Fixed Asset Specialist Doris

DATE: December 14, 2016

SUBJ: Fixed Asset Inventory

Per Florida Statutes, each governmental unit is responsible for a periodic review of county property for inventory purposes. The review of your location's assets was recently completed. You will find attached a list of assets that have been determined to be obsolete and/or non-functional and should be retired. If you concur with the attached list, please sign below and return to the Finance Office.

The removal of all assets from inventory must be approved by the Board of County Commissioners. A board memo will be prepared by the Clerk's office requesting the Board's authorization to officially remove the assets from your location. If you have any questions, please do not hesitate to call Doris Fowler at 747-5227.

Signature

Date 12/14/16

1 of 2

PHONE: 850-763-9061 · WEB SITE: www.baycoclerk.com
300 East 4th Street · P.O. Box 2269 · Panama City, Florida 32402-2269

SUPERVISOR OF ELECTIONS
RETIRE LIST

ASSET #	ASSET INFORMATION
15957-0/51325	COMPUTER

BILL KINSAUL
CLERK OF COURT
& COMPTROLLER
BAY COUNTY

MEMO

TO: Robin Shader
Bay County Library

FROM: Doris Fowler, Fixed Asset Specialist Doris

DATE: December 14, 2016

SUBJ: Fixed Asset Inventory

Per Florida Statutes, each governmental unit is responsible for a periodic review of county property for inventory purposes. The review of your location's assets was recently completed. You will find attached a list of assets that have been determined to be obsolete and/or non-functional and should be retired. If you concur with the attached list, please sign below and return to the Finance Office.

The removal of all assets from inventory must be approved by the Board of County Commissioners. A board memo will be prepared by the Clerk's office requesting the Board's authorization to officially remove the assets from your location. If you have any questions, please do not hesitate to call Doris Fowler at 747-5227.

Robin Shader
Signature

12/15/16
Date

PHONE: 850-763-9061 · WEB SITE: www.baycoclerk.com
300 East 4th Street · P.O. Box 2269 · Panama City, Florida 32402-2269

BAY COUNTY LIBRARY
RETIRE LIST

ASSET #	ASSET INFORMATION
18507-0/53836	COMPUTER
18170-0/53877	SCANNER
19644-0/53927	LAPTOP

PANAMA CITY BEACH LIBRARY
RETIRE LIST

ASSET #	ASSET INFORMATION
20064-0/53575	COMPUTER
19691-0/53576	COMPUTER
19625-0/53578	COMPUTER
54026	COMPUTER

BAY COUNTY BOCC
ACQUISITION, DISPOSITION AND TRANSFER FORM

TO: Board of County Commissioners

FROM: Parks & Recreation (Department) Date: 11-15-16

The following changes have occurred in the property in my custody. Please change your Property Record accordingly.

IDENTIFICATION DATA

NAME OF ITEM	ASSET ID NUMBER (Assigned By Finance)	MAKE/MODEL/YEAR
Utility Trailer	52158	Custom Tandem/1996
TAG NUMBER	**COUNTY ID NUMBER (Assigned by Purchasing)**	**MFG ID NUMBER / VIN**
61033	TR-336	
Other Description: LOST TAG		**GVW:**

Acquisition, Disposition and Transfer Data

ACQUISITION: ☐ Not Applicable

P.O. # _____ Improvement _____

Date Acquired: _____

Vendor Name: _____

Check No.: _____

Purchase Price: $

Freight: $

Installation: $

Improvements: $

Total Cost $

DISPOSITION ☒ ☐ Not Applicable

TRANSFER ☐

To: Boneyard

Transferred ____ Sold ____ Scrapped X

Traded ____ Trade-in Realized $

Value on Records: $ 0

Reason for Disposal: Rusted/broken axle in gear

Amount Realized (if sold) $ 0

Date: 11-15-16

Remarks: Transferred to Bone yard

Signed _____ **Signed** _____

Title Parks Division Manager **Title** _____

Insured Date: _____ By: _____

Risk Management

LOC#

BAY COUNTY BOCC ACQUISITION/DISPOSITION FORM

TO: Board of County Commissioners

FROM: TPC (Department)

Date: 11-15-16

Gentlemen:

The following changes have occurred in the property in my custody. Please change your Property Record accordingly.

IDENTIFICATION DATA

NAME OF ITEM	ASSET ID NUMBER	MAKE
Laptop Computer	50462	Dell
MODEL	**COUNTY ID**	**MFG ID NUMBER/VIN**
Latitude E4310	19653-0	S/N BQL5TM1
OTHER DESCRIPTION:		

Acquisition or Disposition Data

ACQUIRED:

P.O. # 20100738 Improvement

Date Acquired: 7-9-10

Vendor Name: Dell Marketing

Check No.: 181612

Purchase Price: $ 2201.25

Freight: $

Installation: $

Improvements: $

Total Cost $ 2201.25

DISPOSED OF:

To:

Transferred ___ Sold ___ Junked X

Traded ___ Trade-in Realized $

Value on Records: $

Reason for Disposal:

OBSOLETE/JUNKED

Amount Realized (if sold) $

Date:

Remarks:

Signed

Title EXECUTIVE DIRECTOR

Signed

Title

Insured Date

BILL KINSAUL
CLERK OF COURT
& COMPTROLLER
BAY COUNTY

RECEIVED
BAY COUNTY COMMISSION
COUNTY MANAGERS OFFICE
FEB 08 2017

TO: Board of County Commissioners

FROM: Bill Kinsaul, Clerk of the Circuit Court & Comptroller

DATE: February 6, 2017

RE: Tax Certificate Refunds and/or Cancellations

Pursuant to Section 197.131 and 197.122, F.S., and Chapters 12D-8.021 and 12D-13.006, F.A.C., the following tax certificates have been approved for correction or cancellation by the Florida Department of Revenue and a refund is due as follows:

RE# 25564-001-000 Perry Dalton Lane	**$ 950.49**
RE# 05432-135-000 Rodney A. Fisher	**50.51**
TOTAL	**$ 1,001.00**

The requested action is for the Board to approve the refund totaling $1,001.00. The Bay County Tax Collector and the Department of Revenue have approved the refund request.

BK/dlfowler

PHONE: 850-763-9061 · WEB SITE: www.baycoclerk.com
300 East 4th Street · P.O. Box 2269 · Panama City, Florida 32402-2269

805 S. Tyndall Parkway
Callaway, FL 32404
850.872.4654

801 Florida Avenue
Lynn Haven, FL 32444
850.271.8850

CHUCK PERDUE
TAX COLLECTOR
BAY COUNTY, FLORIDA

P.O. Box 2285 Panama City, FL 32402-2285

850 W 11th Street
Panama City, FL 32401
850.248.8501

17109 Panama City Beach Pkwy
Panama City Beach, FL 32413
850.233.5035

January 27, 2017

Attn: Doris Fowler
Board of County Commissioners
P.O. Box 2269
Panama City, FL 32402

Dear Sir:

Please be advised that a refund has been granted by the Florida Department of Revenue and/or Bay County Property Appraiser's office for the 2014 and 2015 property taxes for parcel number 25564-001-000 assessed in the name of Perry Dalton Lane. This refund is due to an assessment and/or exemption error.

Your pro-rata share for this refund is $ 950.49. Please remit our office your check in this amount made payable to Chuck Perdue, Tax Collector. Our office will refund the property owner when all monies have been received.

Thank you for your assistance in this matter.

Sincerely,

Mark Peel
Tax Dept.

FLORIDA DEPARTMENT OF REVENUE

DR-462
R. 12/11
Rule 12D-16.002
Florida Administrative Code

APPLICATION FOR REFUND OF AD VALOREM TAXES

Section 197.182 Florida Statutes

COMPLETED BY APPLICANT

File this form and supporting documents with your **county tax collector.**

Applicant name Perry Dalton Lane	County Bay	Date 1/24/17	
I am applying for a refund of $ 2,360.48 For the tax year(s) 20 14, 20 15, 20___, 20___	Mailing address	4535 ½ Horne Ave Panama City FL 32404	

Describe the reason for the refund. Attach any documents that support your request for a refund.

I declare I have read this application and the facts in it are true. If prepared by someone other than the taxpayer, the declaration is based on all information the preparer knows.

Perry Lane — Signature, applicant — 1/24/17 — Date

COMPLETED BY TAX COLLECTOR

☐ Approved	Parcel ID 25564-001-000	Date received 1-26-17
☐ Denied	Page and number	Check #

* Signature — TAX COLLECTOR — Title — 1-27-17 — Date

☐ Submitted to the Department of Revenue (DOR) Recommendation: ☐ Order ☐ Deny

Explanation:

Instructions for submitting to DOR, if $2,500 or above or otherwise required

Complete DR-462 and send with:	For taxes paid in error:
1. A copy of the paid tax receipt for each tax year requested	1. Copy of certified letter to taxpayer (45 day notice)
2. Certificate of correction to the tax roll signed and dated by the property appraiser	2. Copy of certified mail, return receipt requested
3. Other supporting documents	3. Tax notice receipt
4. Copy of homestead application or renewal, if required	4. Other supporting documents

Mail: Property Tax Oversight Program
Refund Section
P.O. Box 3000
Tallahassee, FL 32315-3000

Email: PTORefunds@dor.state.fl.us

Efax: 850-617-6107

COMPLETED BY DOR

Subject matter index code _____	☐ RP ☐ TPP	Date approved
☐ Ordered ☐ Denied	Reviews	

Signature, DOR

2014-318
BC-409
R.06/98

Certificate of Correction of Tax Roll
Sections 197.131 and 197.122, F.S.,
and Rules 12D-8.021 and 12D-13.006(2) F.A.C.

Bay County, Florida

To: Tax Collector

You are hereby authorized to correct the valuation and/or tax, legal description, or owner's name and address of the following described [X] Real [ ] Tangible Personal Property on the 2014 (year) Tax Roll:

Parcel ID Number: 25564-001-000

O.R. Book & Page Number: ORB 3570 P 906

Name & Address: JONES, MARY MARGARET
4535 1/2 HORNE AVE
PANAMA CITY, FL 32404

Tax Roll Description: HINSON & BLACKMON PLT
LOT 1 BLK 6

See Tax Roll For Complete Legal

The Initial Assessed Valuation Was:		The Correct Assessed Valuation Is:	
Market Value	100,769	Market Value	100,769
Assessed or Classified Use Value	100,769	Assessed or Classified Use Value	70,422
Exempt Value		Exempt Value	45,422
Taxable Value	100,769	Taxable Value	25,000
Penalty (TPP)		Penalty (TPP)	
Initial Total Tax	1,186.86	Corrected Total Tax	435.14

A material mistake of fact relating to an essential condition of the property is being corrected pursuant to section 197.122, F.S., within one (1) year of approval of the tax roll which occurred on 7/18/2014 (Date), pursuant to section 193.1142, F.S. This correction is **(check applicable box)**

[X] a refund order being sent to the tax collector to issue the refund.*

[ ] sent to the tax collector for action by the Department of Revenue under section 197.182, F.S.

* Must be sent to DOR if this box is not checked.

Reason(s) For Correction

[X] Correct N & A [ ] Add to Roll [ ] Delete from Roll [X] Exemptions: [X] HX [ ] Widow(er)s
[ ] Combined with Parcel # [ ] Disab. [ ] Wholly
[ ] Doubled with Parcel # [ ] Allow Ag. Classification
[ ] Adj. Value [ ] Land [ ] Bldg. [ ] Misc. [ ] TPP [ ] Correct Property Description
[ ] Adjust Square Feet [ ] Adjust Lot Size [ ] Amendment 10 Change
[ ] Adjust Acreage [ ] Adjust No. of Lots [ ] Back Assess [ ] Curtilage Change
[ ] Adjust No. of Res. Units [ ] Adjust Use of Property [ ] Improv. [ ] Vacant [ ] Comm.
[ ] Other

Please Explain Reason(s) For Correction (Use Additional Sheets if Necessary)

CLERICAL ERROR DEED POSTED INCORRECTLY. CORRECT NAME AND ADDR AND EXEMPTIONS.

REASON CODE 17
TAX DIST 010

Dan Sowell, Property Appraiser Sheila Gray 1/24/2017
County Property Appraiser/Deputy (Title) Date
Sheila Gray
Quality Control

Original - Tax Collector **Duplicate - Property Appraiser**

2015-166
BC-409
R.06/98

Certificate of Correction of Tax Roll
Sections 197.131 and 197.122, F.S.,
and Rules 12D-8.021 and 12D-13.006(2) F.A.C.

Bay County, Florida

To: Tax Collector

You are hereby authorized to correct the valuation and/or tax, legal description, or owner's name and address of the following described [X] Real [ ] Tangible Personal Property on the 2015 (year) Tax Roll:

Parcel ID Number: 25564-001-000

O.R. Book & Page Number: ORB 3570 P 906

Name & Address: JONES, MARY MARGARET
4535 1/2 HORNE AVE
PANAMA CITY, FL 32404

Tax Roll Description: HINSON & BLACKMON PLT
LOT 1 BLK 6

See Tax Roll For Complete Legal

The Initial Assessed Valuation Was:		The Correct Assessed Valuation Is:	
Market Value	100,510	Market Value	100,510
Assessed or Classified Use Value	100,510	Assessed or Classified Use Value	71,285
Exempt Value		Exempt Value	46,285
Taxable Value	100,510	Taxable Value	25,000
Penalty (TPP)		Penalty (TPP)	
Initial Total Tax	1,185.49	Corrected Total Tax	441.89

A material mistake of fact relating to an essential condition of the property is being corrected pursuant to section 197.122, F.S., within one (1) year of approval of the tax roll which occurred on 7/24/2015 (Date), pursuant to section 193.1142, F.S. This correction is **(check applicable box)**

[X] a refund order being sent to the tax collector to issue the refund.*

[ ] sent to the tax collector for action by the Department of Revenue under section 197.182, F.S.

* Must be sent to DOR if this box is not checked.

Reason(s) For Correction

[X] Correct N & A [ ] Add to Roll [ ] Delete from Roll [X] Exemptions: [X] HX [ ] Widow(er)s
[ ] Combined with Parcel # [ ] Disab. [ ] Wholly
[ ] Doubled with Parcel # [ ] Allow Ag. Classification
[ ] Adj. Value [ ] Land [ ] Bldg. [ ] Misc. [ ] TPP [ ] Correct Property Description
[ ] Adjust Square Feet [ ] Adjust Lot Size [ ] Amendment 10 Change
[ ] Adjust Acreage [ ] Adjust No. of Lots [ ] Back Assess [ ] Curtilage Change
[ ] Adjust No. of Res. Units [ ] Adjust Use of Property [ ] Improv. [ ] Vacant [ ] Comm.
[ ] Other

Please Explain Reason(s) For Correction (Use Additional Sheets if Necessary)

CLERICAL ERROR DEED POSTED INCORRECTLY. CORRECT NAME AND ADDR AND EXEMPTION.

REASON CODE 17
TAX DIST 010

Dan Sowell, Property Appraiser Sheila Gray 1/24/2017
County Property Appraiser/Deputy (Title) Date
Sheila Gray
Quality Control

Original - Tax Collector **Duplicate - Property Appraiser**

.# TC906H 10 T13 ACS Tax Collection System **Collections System Inquiry**
Bill No. Parcel No. Roll History
R 611640 R 25564-001-000 thru 10/06/2016

2016	--- 2015 ---	--- 2014 ---
Bill#	R 608230	R 605430
Owner	LANE, PERRY DALTON	LANE, PERRY DALTON
Valu	100510 Use 000100 .292 AC	100769 Use 000100 .292 AC
Assess	100510 District 0010	100769 District 0010
Exempts		

	County	City	School	Other	County	City	School	Other
ExmpVal	0	0	0	0	0	0	0	0
TxblVal	100510	100510	100510	100510	100769	100769	100769	100769

Taxes	1185.49	1186.86
Asmts	.00	.00
*Total	1185.49	1186.86
Rcpts	1185.49 3/08/2016 5008922	1174.99 2/17/2015 4170440 DSC
	LANE, PERRY DALTON	LANE, PERRY DALTON
Legals	HINSON & BLACKMON PLAT 119B4	HINSON & BLACKMON PLAT 119B4
	LOT 1 BLK 6	LOT 1 BLK 6
	ORB 3570 P 906	ORB 3570 P 906

Action ?

805 S. Tyndall Parkway
Callaway, FL 32404
850.872.4654

801 Florida Avenue
Lynn Haven, FL 32444
850.271.8850

CHUCK PERDUE
TAX COLLECTOR
BAY COUNTY, FLORIDA

850 W 11th Street
Panama City, FL 32401
850.248.8501

17109 Panama City Beach Pkwy
Panama City Beach, FL 32413
850.233.5035

P.O. Box 2285 Panama City, FL 32402-2285

February 3, 2017

Attn: Doris Fowler
Board of County Commissioners
P.O. Box 2269
Panama City, FL 32402

Dear Sir:

Please be advised that a refund has been granted by the Florida Department of Revenue and/or Bay County Property Appraiser's office for the 2014 and 2015 property taxes for parcel number 05432-135-000 assessed in the name of Rodney A. Fisher. This refund is due to an assessment and/or exemption error.

Your pro-rata share for this refund is $ 50.51. Please remit our office your check in this amount made payable to Chuck Perdue, Tax Collector. Our office will refund the property owner when all monies have been received.

Thank you for your assistance in this matter.

Sincerely,

Mark Peel
Tax Dept.

FLORIDA DEPARTMENT OF REVENUE

APPLICATION FOR REFUND OF AD VALOREM TAXES

Section 197.182 Florida Statutes

DR-462
R.12/11
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

COMPLETED BY APPLICANT

Applicant name RODNEY A FISHER	County BAY	Date 1-25-2017
I am applying for a refund of $ 125.46 For the tax year(s) 2014, 2015, 20___, 20___	Mailing address	7911 BLANCHE DRIVE PANAMA CITY, FL. 32404

Describe the reason for the refund. Attach any documents that support your request for a refund.

I declare I have read this application and the facts in it are true. If prepared by someone other than the taxpayer, the declaration is based on all information the preparer knows.

Rodney A Fisher — Signature, applicant

28 Jan 2017 — Date

STOP **Applicant**: File this form and supporting documents with your **County Tax Collector**.

COMPLETED BY TAX COLLECTOR

☐ Approved	Parcel ID 05432-135-000	Date received
☐ Denied	Page and number	Check #

☐ Submitted to the Department of Revenue (DOR) Recommendation: ☐ Order ☐ Deny

Explanation:

Signature — Deputy Tax Collector — Title — 2.3.17 — Date

Tax collector instructions for submitting to DOR, if $2,500 or above or otherwise required

Complete DR-462 and send with:
1. A copy of the paid tax receipt for each tax year requested
2. Certificate of correction to the tax roll signed and dated by the property appraiser
3. Other supporting documents
4. Copy of homestead application or renewal, if required

For taxes paid in error:
1. Copy of certified letter to taxpayer (45 day notice)
2. Copy of certified mail, return receipt requested
3. Tax notice receipt
4. Other supporting documents

Mail: Property Tax Oversight Program
Refund Section
P.O. Box 3000
Tallahassee, FL 32315-3000

Email: PTORefunds@dor.state.fl.us
Efax: 850-617-6107

COMPLETED BY DOR

Subject matter index code _____	☐ RP ☐ TPP	Date approved
☐ Ordered ☐ Denied	Reviews	

Signature, DOR

2014-319
BC-589
R. 06/98

Certificate of Correction of Tax Roll
Sections 197.131 and 197.122, F.S.,
and Rules 12D-8.021 and 12D-13.006(2) F.A.C.

Bay County, Florida

To: Tax Collector

You are hereby authorized to correct the valuation and/or tax, legal description, or owner's name and address of the following described [X] Real [ ] Tangible Personal Property on the 2014 (year) Tax Roll:

Parcel ID Number: 05432-135-000

O.R. Book & Page Number: ORB 3316 P 2319

Name & Address: FISHER, RODNEY A
7911 BLANCHE DR
PANAMA CITY, FL 32404 5231

Tax Roll Description: SPIKES ADD TO HIGHPT
LOT 8 BLK B

See Tax Roll For Complete Legal

The Initial Assessed Valuation Was:		The Correct Assessed Valuation Is:	
Market Value	158,770	Market Value	158,770
Assessed or Classified Use Value	156,063	Assessed or Classified Use Value	156,063
Exempt Value	50,000	Exempt Value	55,000
# Taxable Value	106,063	Taxable Value	101,063
Penalty (TPP)		Penalty (TPP)	
Initial Total Tax	1,567.80	Corrected Total Tax	1,502.99

A material mistake of fact relating to an essential condition of the property is being corrected pursuant to section 197.122, F.S., within one (1) year of ap 7/18/2014 (Date),
pursuant to section 193.1142, F.S. This correction is **(check applicable box)**
[X] a refund order being sent to the tax collector to issue the refund.*
[ ] sent to the tax collector for action by the Department of Revenue under se
* Must be sent to DOR if this box is not checked.

Reason(s) For Correction

[ ] Correct N & A [ ] Add to Roll [ ] Delete from Roll [X] Exemptions: [ ] HX [ ] Widow(er)s
[ ] Combined with Parcel # [ ] Disab. [ ] Wholly
[ ] Doubled with Parcel # [ ] Allow Ag. Classification
[ ] Adj. Value [ ] Land [ ] Bldg. [ ] Misc. [ ] TPP [ ] Correct Property Description
[ ] Adjust Square Feet [ ] Adjust Lot Size [ ] Amendment 10 Change
[ ] Adjust Acreage [ ] Adjust No. of Lots [ ] Back Assess [ ] Curtilage Change
[ ] Adjust No. of Res. Units [ ] Adjust Use of Property [ ] Improv. [ ] Vacant [ ] Comm.
[ ] OTHER - XFOB

Please Explain Reason(s) For Correction (Use Additional Sheets if Necessary)

CLERICAL ERROR. VX LEFT OFF IN ERROR.

REASON CODE 10
TAX DIST 055

Dan Sowell, Property Appraiser Sheila Gray 2/3/2017
County Property Appraiser/Deputy (Title) Date
Sheila Gray
Quality Control

Original - Tax Collector **Duplicate - Property Appraiser**

2015-167
BC-589
R. 06/98

Certificate of Correction of Tax Roll
Sections 197.131 and 197.122, F.S.,
and Rules 12D-8.021 and 12D-13.006(2) F.A.C.

Bay County, Florida

To: Tax Collector

You are hereby authorized to correct the valuation and/or tax, legal description, or owner's name and address of the following described [X] Real [ ] Tangible Personal Property on the 2015 (year) Tax Roll:

Parcel ID Number: 05432-135-000

O.R. Book & Page Number: ORB 3316 P 2319

Name & Address: FISHER, RODNEY A
7911 BLANCHE DR
PANAMA CITY, FL 32404 5231

Tax Roll Description: SPIKES ADD TO HIGHPT
LOT 8 BLK B

See Tax Roll For Complete Legal

The Initial Assessed Valuation Was:		The Correct Assessed Valuation Is:	
Market Value	157,676	Market Value	157,676
Assessed or Classified Use Value	157,312	Assessed or Classified Use Value	157,312
Exempt Value	50,000	Exempt Value	55,000
# Taxable Value	107,312	Taxable Value	102,312
Penalty (TPP)		Penalty (TPP)	
Initial Total Tax	1,586.49	Corrected Total Tax	1,520.61

A material mistake of fact relating to an essential condition of the property is being corrected pursuant to section 197.122, F.S., within one (1) year of ap 7/24/2015 (Date), pursuant to section 193.1142, F.S. This correction is **(check applicable box)**

[X] a refund order being sent to the tax collector to issue the refund.*

[ ] sent to the tax collector for action by the Department of Revenue under se

* Must be sent to DOR if this box is not checked.

Reason(s) For Correction

[ ] Correct N & A	[ ] Add to Roll	[ ] Delete from Roll		[X] Exemptions:	[ ] HX	[ ] Widow(er)s
[ ] Combined with Parcel #					[ ] Disab.	[ ] Wholly
[ ] Doubled with Parcel #					[ ] Allow Ag. Classification	
[ ] Adj. Value	[ ] Land	[ ] Bldg.	[ ] Misc.	[ ] TPP	[ ] Correct Property Description	
[ ] Adjust Square Feet		[ ] Adjust Lot Size			[ ] Amendment 10 Change	
[ ] Adjust Acreage		[ ] Adjust No. of Lots			[ ] Back Assess	[ ] Curtilage Change
[ ] Adjust No. of Res. Units		[ ] Adjust Use of Property	[ ] Improv.	[ ] Vacant	[ ] Comm.	
[ ] OTHER - XFOB						

Please Explain Reason(s) For Correction (Use Additional Sheets if Necessary)

CLERICAL ERROR. VX LEFT OFF IN ERROR.

REASON CODE 09
TAX DIST 055

Dan Sowell, Property Appraiser — Sheila Gray — 2/3/2017
County Property Appraiser/Deputy (Title) — Date
Sheila Gray
Quality Control

Original - Tax Collector **Duplicate - Property Appraiser**

CHUCK PERDUE
BAY COUNTY TAX COLLECTOR

2014 REAL ESTATE NOTICE-RECEIPT

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

PROPERTY I.D. NUMBER	ESCROW CD	EXEMPTIONS	DIST CD
5432-135-000		HX H3	0055

TAX BILL NUMBER R0118800

FISHER, RODNEY A
7911 BLANCHE DR

.502
SPIKES ADDITION TO HIGHPOINT
LOT 8 BLK B
ORB 3316 P 2319

PANAMA CITY FL 32404-5231
SITE: 7911 BLANCHE DR PANAMA CITY 32404

MAILING ADDRESS: P.O. BOX 2285, PANAMA CITY, FL 32402 * (850)-248-8501 * http://tc.co.bay.fl.us

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION VALUE	TAXABLE VALUE	TAXES LEVIED
COUNTY	.00465000	156,063	50,000	106,063	493.19
SCHOOL RLE	.00494100	156,063	25,000	131,063	647.50
SCHOOL DISC	.00194800	156,063	25,000	131,063	255.[illegible]
FC-BAY CO FIRE	.00138000	156,063	50,000	106,063	146.[illegible]
NW FL WATER MGT	.00003900	156,063	50,000	106,063	4.14
CO MOSQUITO	.00020000	156,063	50,000	106,063	21.21

CHUCK PERDUE
BAY COUNTY TAX COLLECTOR

********** PAID **********
11/07/2014 4211185 DR-80
R0118800 2014 $1,543.49
PAYER: FISHER, RODNEY A

TOTAL MILLAGE	.01315800	AD VALOREM TAXES

RETAIN THIS PORTION FOR YOUR RECORDS
WALK-IN CUSTOMERS
PLEASE BRING FOR RECEIPT
AFTER MARCH 31st, TAXES MUST BE PAID WITH CASH, CASHIER'S CHECK, OR MONEY ORDER

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	RATE	AMOUNT
STORM WATER RESIDENT		40.00

NON-AD VALOREM ASSESSMENTS

COMBINED TAXES AND ASSESSMENTS	See reverse side for important information

PAID BY PLEASE PAY:	11/30/2014	12/31/2014	01/31/2015	02/28/2015	03/31/2015	
	1,543.49	1,559.57	1,575.64	1,591.72	1,607.80	

CHUCK PERDUE
BAY COUNTY TAX COLLECTOR

2014 REAL ESTATE

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

PROPERTY I.D. NUMBER	ESCROW CD	EXEMPTIONS	DIST CD
5432-135-000		HX H3	0055

TAX BILL NUMBER R0118800

.502
SPIKES ADDITION TO HIGHPOINT
LOT 8 BLK B
ORB 3316 P 2319

FISHER, RODNEY A
7911 BLANCHE DR

********** PAID **********
11/07/2014 4211185 DR-80 04-5231
R0118800 2014 $1,543.49
PAYER: FISHER, RODNEY A

PLEASE PAY IN U.S. FUNDS TO CHUCK PERDUE, TAX COLLECTOR, P.O. BOX 2285, PANAMA CITY, FL 32402 * (850)-248-8501 * http://tc.co.bay.fl.us

PAID BY PLEASE PAY:	11/30/2014	12/31/2014	01/31/2015	02/28/2015	03/31/2015	
	1,543.49	1,559.57	1,575.64	1,591.72	1,607.80	

CHUCK PERDUE
BAY COUNTY TAX COLLECTOR

2015 REAL ESTATE NOTICE-RECEIPT

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

PROPERTY I.D. NUMBER	ESCROW CD	EXEMPTIONS	DIST CD
05432-135-000		HX H3	0055

TAX BILL NUMBER R0119030

FISHER, RODNEY A
7911 BLANCHE DR

PANAMA CITY FL 32404-5231

.502
SPIKES ADDITION TO HIGHPOINT
LOT 8 BLK B
ORB 3316 P 2319

SITE: 7911 BLANCHE DR PANAMA CITY 32404

MAILING ADDRESS: P.O. BOX 2285 PANAMA CITY, FL 32402 * (850)-248-8501 * http://tc.co.bay.fl.us

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION VALUE	TAXABLE VALUE	TAXES LEVIED
COUNTY	.00465000	157,312	50,000	107,312	499.00
SCHOOL RLE	.00495900	157,312	25,000	132,312	656.14
SCHOOL DISC	.00194800	157,312	25,000	132,312	257.74
FC-BAY CO FIRE	.00138000	157,312	50,000	107,312	148.09
NW FL WATER MGT	.00003780	157,312	50,000	107,312	4.06
CO MOSQUITO	.00020000	157,312	50,000	107,312	21.46

RETAIN THIS PORTION FOR YOUR RECORDS
WALK-IN CUSTOMERS
PLEASE BRING FOR RECEIPT
AFTER MARCH 31st, TAXES MUST BE PAID WITH CASH, CASHIERS CHECK, OR MONEY ORDER.

CHUCK PERDUE
BAY COUNTY TAX COLLECTOR

********** PAID **********
11/04/2015 5160283 DR-60
R0119030 2015 $1,561.43
PAYER: FISHER, RODNEY A

TOTAL MILLAGE .01317480 AD VALOREM TAXES

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	RATE	AMOUNT
STORM WATER RESIDENT		40.00

NON-AD VALOREM ASSESSMENTS

COMBINED TAXES AND ASSESSMENTS

See reverse side for important information

PAID BY PLEASE PAY:	11/30/2015	12/31/2015	01/31/2016	02/29/2016	03/31/2016	
	1,561.43	1,577.70	1,593.96	1,610.23	1,626.49	

CHUCK PERDUE
BAY COUNTY TAX COLLECTOR

2015 REAL ESTATE

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

PROPERTY I.D. NUMBER	ESCROW CD	EXEMPTIONS	DIST CD
5432-135-000		HX H3	0055

TAX BILL NUMBER R0119030

FISHER, RODNEY A
7911 BLANCHE DR

.502
SPIKES ADDITION TO HIGHPOINT
LOT 8 BLK B
ORB 3316 P 2319

********** PAID **********
11/04/2015 5160283 DR-60 04-5231
R0119030 2015 $1,561.43
PAYER: FISHER, RODNEY A

PLEASE PAY IN U.S. FUNDS TO CHUCK PERDUE, TAX COLLECTOR, P.O. BOX 2285, PANAMA CITY, FL 32402 * (850)-248-8501 * http://tc.co.bay.fl.us

PAID BY PLEASE PAY:	11/30/2015	12/31/2015	01/31/2016	02/29/2016	03/31/2016	
	1,561.43	1,577.70	1,593.96	1,610.23	1,626.49	

BILL KINSAUL
CLERK OF COURT
& COMPTROLLER
BAY COUNTY

RECEIVED
BAY COUNTY COMMISSION
COUNTY MANAGERS OFFICE
FEB 06 2017

February 3, 2017

Board of County Commissioners
Bay County, Florida

Commissioners:

Attached you will find a summary of 2016/2017 Revenues and Expenditures through February 2, 2017. 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

PHONE: 850-763-9061 · WEB SITE: www.baycoclerk.com
300 East 4th Street · P.O. Box 2269 · Panama City, Florida 32402-2269

Bay County Board of County Commissioners
Revenue & Expenditure Summary FY 2017
As of February 2, 2017

Fund #	Fund	REVENUES Budget	REVENUES Actual	% Budget	NON-REVENUES Budget	NON-REVENUES Actual	% Budget	EXPENDITURES Budget	EXPENDITURES Actual	% Budget	INCR (DECR) Fund Balance
001	General Fund	97,651,313	52,556,036	54%	14,275,273	1,359	0%	111,926,586	39,640,385	35%	12,917,010
101	Transportation	13,891,626	3,122,028	22%	13,894,496		0%	27,786,122	9,972,931	36%	(6,850,903)
111	Road Impact-Beach/Airport	-	(20)	0%	190,521		0%	190,521	-	0%	(20)
112	Road Impact-East Bay County	-	(32)	0%	310,608		0%	310,608	-	0%	(32)
113	Road Impact-Panama City	-	(3)	0%	26,592		0%	26,592	-	0%	(3)
114	Road Impact-Southport/Sandhills	-	(22)	0%	215,234		0%	215,234	-	0%	(22)
118	Transit	4,970,434	302,906	6%	-		0%	4,970,434	550,552	11%	(247,646)
120	Library	1,034,688	327,705	32%	2,158,377	100,000	5%	3,193,065	1,030,307	32%	(602,601)
125	Tourist Development	10,050,000	1,338,188	13%	530,526		0%	10,580,526	3,930,914	37%	(2,592,726)
126	Mexico Beach - TDC	549,350	84,616	15%	26,523		0%	575,873	205,595	36%	(120,979)
127	Beach Nourishment - TDC	3,447,395	446,702	13%	29,352,351		0%	32,799,746	156,990	0%	289,712
128	TDC - 5th Cent	3,350,000	447,022	13%	-		0%	3,350,000	19,550	1%	427,472
129	Panama City - TDT	1,500,000	264,000	18%	-		0%	1,500,000	558,261	37%	(294,260)
130	Public Safety E911	815,215	1,020	0%	1,000,000		0%	1,815,215	149,924	8%	(148,904)
133	Intergov't Radio Communication	465,790	168,221	36%	484,299	21,075	4%	950,089	173,167	18%	16,130
140	District Mosquito Control	1,217,792	832,585	68%	120,450		0%	1,338,242	527,362	39%	305,223
145	MSTU-Fire Protection	7,684,788	5,250,051	68%	1,000,000		0%	8,684,788	2,936,376	34%	2,313,674
167	MSBU Fund	44,840	9,378	21%	25,000	-	0%	69,840	10,512	15%	(1,134)
401	Water Sys Revenue Fund	16,780,409	4,263,186	25%	14,152,655		0%	30,933,064	3,863,439	12%	399,747
420	Retail Water & Wastewater	12,282,035	3,624,271	30%	2,195,000	-	0%	14,477,035	2,341,819	16%	1,282,452
430	Solid Waste Fund	12,120,317	3,043,420	25%	2,642,000		0%	14,762,317	4,213,118	29%	(1,169,697)
440	Builders' Services	981,400	296,697	30%	3,800,000		0%	4,781,400	527,604	11%	(230,908)
450	Emerg Medical Svcs	6,828,477	4,118,561	60%	814,462		0%	7,642,939	2,484,455	33%	1,634,106
501	Internal Service Fund	4,404,028	1,008,277	23%	170,787		0%	4,574,815	1,336,852	29%	(328,575)
505	Workers' Compensation	1,204,381	282,701	23%	-		0%	1,204,381	187,326	16%	95,375
506	Insurance Fund	3,140,381	776,601	25%	-		0%	3,140,381	447,312	14%	329,289
510	Utilities	1,518,531	388,988	26%	-		0%	1,518,531	435,776	29%	(46,788)
	Revenue Sub Total	205,933,190	82,953,084	40%	87,385,154	122,434	0%				
	Combined Revenue & Expenditures	**293,318,344**	**83,075,518**	**28%**				**293,318,344**	**75,700,527**	**26%**	**7,374,991**

Notes:
Fund 450 does not include allowance for doubtful accounts.

Bay County Board of County Commissioners
Agenda Item Summary

Agreement Governing Intellectual Property with Albert Bock

DEPARTMENT MAKING REQUEST/NAME:
Office of the County Attorney, Holly K. Melzer, Assistant County Attorney

MEETING DATE: 2/21/2017

REQUESTED MOTION/ACTION:
Staff recommends the Board approve and authorize the Chairman to sign the attached Agreement Governing Intellectual Property.

AGENDA
County Attorney - Consent

BUDGETED ITEM? N/A
BUDGET ACTION:
None needed.
FINANCIAL IMPACT SUMMARY STATEMENT:
No financial impact.

BACKGROUND:
Albert Bock has been employed by Bay County since 2011. Currently, Mr. Bock is the Wastewater Operations Supervisor. Mr. Bock, in conjunction with Steve Wilson (a non-employee), and at the direction of Aquaconeer, LLC, has assisted in the development and holds partial ownership of numerous systems, products, and processes in the field of wastewater treatment and wastewater biosolids treatment ("Inventions"). These Inventions are in part described in a patent application pending before the United States Patent and Trademark Office.

Separate from his employment duties for Bay County, but with Bay County's consent, Mr. Bock has demonstrated some of the Inventions at the Military Point Regional Advanced Wastewater Treatment Facility operated by Bay County and owned severally by Bay County, the City of Callaway, the City of Parker and the City of Springfield pursuant to that certain Military Point Advanced Wastewater Treatment Facility Interlocal Agreement dated September 19, 1996. Mr. Bock, Aquaconeer, and Bay County have benefitted from Mr. Bock's demonstrations, implementations, modifications, and installations of systems, products, and processes at the Facility.

The attached Agreement Governing Intellectual Property (**Exhibit 1)** grants Bay County, or any successor operator of the Facility, a royalty-free, perpetual, irrevocable, and non-transferable license to use, modify, and replicate the licensed material for the operation of the Facility. In exchange, the County would grant to Aquaconeer any rights or title to the Inventions or patent, to the extent the County has accumulated any such interest.

ATTACHMENTS:

Description	Type
Exhibit 1-Agreement	Exhibit

AGREEMENT GOVERNING INTELLECTUAL PROPERTY ASSIGNMENT The following agreement between Albert Bock ("Mr. Bock"), Aquaconeer, LLC ("Aquaconeer"), and Bay County, Florida, by and through its Board of County Commissioners, for the benefit of the Owners, as defined herein, ("Bay County"), is entered into as of January 20th, 2017 ("Effective Date").

A. Mr. Bock, in conjunction with Mr. Steve Wilson and at the direction of Aquaconeer, has assisted in the development and holds partial ownership of numerous systems, products, and processes in the field of wastewater treatment and wastewater biosolids treatment ("Inventions"). These Inventions are in part described in United States Patent Application No. 14/734,753, titled, "SYSTEMS AND METHODS FOR ENHANCED FACULTATIVE BIOSOLIDS STABILIZATION" (hereafter "Patent"); Mr. Bock and Mr. Wilson have assigned all of their right, title and interest in the Patent to Aquaconeer;

B. Mr. Bock is currently employed by Bay County, and separate from his employment duties for Bay County, but with Bay County's consent, Mr. Bock has demonstrated some of the Inventions at the Military Point Regional Advanced Wastewater Treatment Facility ("Facility") operated by Bay County and owned severally by Bay County, the City of Callaway, the City of Parker and the City of Springfield (collectively, the "Owners") pursuant to that certain Military Point Advanced Wastewater Treatment Facility Interlocal Agreement dated September 19, 1996;

C. Mr. Bock, Aquaconeer, and Bay County have benefitted from Bay County's consent to allow Mr. Bock's demonstrations, implementations, modifications, and installations of systems, products, and processes at the Facility;

D. No monetary compensation or fees have been exchanged between the parties in connection with Bay County's use of and benefit from Mr. Bock's systems, products, and processes, namely increased treatment efficiency, cost savings, and improved environmental results;

E. The parties to this Agreement desire to memorialize their agreement concerning rights to the systems, products, processes and parts of the Invention installed or operating at the Facility as of the Effective Date. (collectively, the "Licensed Material").

THEREFORE, in consideration of the parties' cooperation at the Facility pertaining to the Inventions and the Patent, and the mutual benefits each party has

enjoyed from this cooperation, and all of the other considerations set forth above, the parties agree to the following, as of the Effective Date:

1. Mr. Bock and Aquaconeer, for themselves and their successors, assigns, heirs, beneficiaries, and affiliates, grant Bay County, or any successor operator of the Facility, a royalty-free, perpetual, irrevocable, and non-transferable (except to any successor operator of the Facility), license to use, modify, and replicate the Licensed Material for the operation of the Facility.

   1.1 Except as specifically set forth in this Agreement, the parties agree that the Licensed Material is offered "as is" and "where is," with no fees or royalties payable to Mr. Bock or Aquaconeer for such use and with no obligation on Mr. Bock or Aquaconeer for the maintenance, repair, or removal of the Licensed Material, except as required in the ordinary course of Mr. Bock's employment with Bay County.

   1.2 If and when Mr. Bock's employment with Bay County ceases, Mr. Bock agrees to leave any systems, products, or processes he demonstrated and installed or modified at the Facility in place and warrants that neither he nor any other entity or individual has or will be permitted to acquire a lienor encumbrance upon the Licensed Material.

   1.3 Bay County agrees that it will not commercialize or grant sublicenses to the Inventions or the Patent. The parties acknowledge and agree, however, that Bay County co-owns the Facility and operates it for the benefit of all owners and other stakeholders, and expressly agree that Bay County's use of the Licensed Material in connection with its operation of the Facility shall not constitute a breach of this Agreement.

2. 2.1 Except as specifically set forth in this Agreement, to the extent that Bay County has accumulated any right or title to the Inventions or Patent, or portions thereof, by any means, Bay County hereby irrevocably assigns such rights or claims to Aquaconeer.

   2.2 To the extent that Mr. Bock or Aquaconeer have created any copyrightable material in connection with the Licensed Material, the parties agree as follows:

      2.2.1 With regard to such copyrightable material created by Mr. Bock in the scope of his employment with Bay County, Bay County grants back to Mr. Bock and Aquaconeer a royalty-free, perpetual license to

use, distribute, reproduce, and create derivatives of such copyrightable material.

2.2.2 With regard to such copyrightable material that Mr. Bock or Aquaconeer have provided or do in the future provide to Bay County, Mr. Bock and Aquaconeer grant Bay County, and any successor operator of the Facility, a royalty-free, perpetual license to use, distribute, reproduce, and create derivatives of such copyrightable material in connection with Bay County's, or successor operator's, use of the Licensed Material.

3. In consideration of the mutual benefits to Mr. Bock, Aquaconeer, and Bay County stemming from the demonstration of some of the Inventions at the Facility, Mr. Bock and Bay County agree to continue to cooperatively demonstrate these Inventions in the future, irrespective of Mr. Bock's employment status with Bay County. Specifically, Bay County agrees to allow Mr. Bock, from time to time, to conduct tours of the Facility for interested parties only while Mr. Bock is off-duty and with the following conditions: (1) Mr. Bock agrees to obtain Bay County's prior approval for each tour, with a minimum notice of seven (7) calendar days; (2) Mr. Bock agrees to conduct the tours on a date and at a time approved by Bay County, in such a way as to minimize disruption of normal operations at the facility; (3) visitors to the Facility must comply with the Facility's usual requirements and procedures, including but not limited to signing waivers; and (4) due to the sensitive nature of the Facility, Bay County reserves absolute discretion to refuse tours and visitors at any time, and Mr. Bock and Aquaconeer agree to waive any claim for damages and any cause of action against Bay County on the basis of such refusal. The parties specifically agree that a breach of this section 3 shall not constitute grounds to terminate this Agreement.

4. 4.1 Nothing contained in this Agreement shall constitute a waiver of the sovereign immunity limitations on liability for Bay County under §768.28, Florida Statutes.

4.2 Aquaconeer agrees to indemnify, defend and hold harmless Bay County in the event any third party asserts any claim against Bay County regarding patent infringement, unfair competition, trade secret misappropriation, copyright infringement, or violation of restrictive covenant, in connection with Bay County's use of the Licensed Material as

authorized by this Agreement Aquaconeer shall have no obligation to indemnify under this section to the extent that a claim arises out of (a) the direct, induced or contributory infringement resulting from the combination of the Licensed Material with other systems, processes, or materials not described in the Licensed Material or copyrighted material, (b) Bay County's use of the Licensed Material other than as provided or (c) Bay County's or other party's modification of the Licensed Materials.

5. Each party agrees to bear its own out-of-pocket costs, attorneys' fees, and recording or assignment fees, if any, incurred in connection with this Agreement.

6. 6.1 This agreement is entered into in the State of Florida and the laws of Florida, except where preempted by federal law, shall govern its construction and interpretation, without regard to principles of conflicts of law.

6.2 This agreement may be executed in multiple counterparts, each of which constitutes an original as against the party that signed it, and all of which together constitute one agreement.

6.3 If any provision of this agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this agreement shall remain in full force, if the essential terms and conditions of this agreement for each party remain valid, binding, and enforceable.

6.4 This agreement constitutes the full and final agreement by and among the parties with respect to the subject matter contained herein, and is the complete and exclusive statement of the parties' agreement on the matters contained herein. All prior and contemporaneous negotiations and agreements by and among the parties with respect to the matters contained herein are superseded by this agreement. It may be modified only by a written instrument signed by the parties.

6.5 The recitals set forth above are true and correct and incorporated herein by reference and to the extent any of the recitals are not true it is grounds for nullifying this Agreement.

6.6 Each of the parties warrants that it has full power and authority to execute and implement the terms of this Agreement.

7.0 The Owners are third-party beneficiaries to this Agreement and are entitled to the rights and benefits of Bay County as described in this Agreement and entitled to enforce the provisions hereof as if they were parties hereto.

SIGNED BY THE PARTIES or their authorized representatives and effective upon the date indicated above:

Albert Bock

By: _____
Name: Albert Bock
Title: Inventor

Aquaconeer, LLC

By: _____
Name: Albert Bock
Title: President

Bay County Board of County Commissioners

_____
_____, Chairman

Approved as to form:

_____
County Attorney's Office

Attest:

_____
Bill Kinsaul, Clerk

Bay County Board of County Commissioners
Agenda Item Summary

Internment Fee for Unclaimed Indigent Cremains

DEPARTMENT MAKING REQUEST/NAME:
County Attorney's Office Don Banks, County Attorney

MEETING DATE: 2/21/2017

REQUESTED MOTION/ACTION:
Board to consider and approve an amendment to the County's policy regarding the cremation of indigent and unclaimed persons. This amendment will create an internment fee of $125.00 for the cremains, and increase the holding period prior to internment to 180 days.

AGENDA
County Attorney - Consent

BUDGETED ITEM? No
BUDGET ACTION:
A budget amendment will be needed to increase the budget for this item if approved.
FINANCIAL IMPACT SUMMARY STATEMENT:
This will have a minimal effect on the General Fund as most remains are claimed.

BACKGROUND:
Chapter 406, Part II, Florida Statutes governs the disposition of human remains. Section 406.52, provides the County Commission in accordance with applicable laws and rules, to prescribe policies and procedures for the cremation of indigent and unclaimed indigent persons.

In 1995, this Board established a policy regarding cremation of deceased indigent persons and deceased unclaimed persons. The Board uses local funeral homes, which are on a rotation basis list with the Medical Examiner's Office. Currently the County pays $750 for cremations.

In 2010, this Board authorized the funeral homes to designate where the cremains (ashes) would be held. Section 497.607(2) directs that the unclaimed cremains be held for at least 120 days.

The County received a request from the funeral home industry to consider reimbursing funeral homes $125 per cremains to offset the cost of internment at their designated location. Additionally, the holding period prior to internment would be increased from 120 days to 180 days, allowing the families 60 more days to claim the cremains. The number of qualifying cremations averages 110 per year, however most cremains are claimed and will not be stored beyond the 180 day period.

Bay County Board of County Commissioners
Agenda Item Summary

Library Advisory Committee Appoinment Confirmation

DEPARTMENT MAKING REQUEST/NAME:
County Manager's Office Robert J. Majka Jr., County Manager

MEETING DATE: 2/21/2017

REQUESTED MOTION/ACTION:
Board to confirm the appointment for the District III vacant seat.

AGENDA
County Manager's Office - Consent

BUDGETED ITEM? N/A
BUDGET ACTION:
None needed.
FINANCIAL IMPACT SUMMARY STATEMENT:
This has no financial impact.

BACKGROUND:
The Bay County Library Advisory Committee was established in May 2007 by Resolution No. 2786 and amended by Resolution No. 2963 in December 2009.

The purpose of the library committee is to coordinate with the public and private organizations and entities regarding opportunities to support the Library System; to make recommendations to the BCC regarding the library system; research and report to the BCC on potential funding; and to adopt procedures and guidelines for the Advisory Committee.

Gene Pline has submitted a letter of interest to serve as the District III appointment. Staff recommends that the Board confirm the appointment with the term ending 12/31/2020.

Bay County Board of County Commissioners
Agenda Item Summary

Parks and Recreation Advisory Board Appointment Confirmation

DEPARTMENT MAKING REQUEST/NAME:
County Manager's Office Robert J. Majka Jr., County Manager

MEETING DATE: 2/21/2017

REQUESTED MOTION/ACTION:
Board to confirm the appointment for the District II vacant seat.

AGENDA
County Manager's Office - Consent

BUDGETED ITEM? N/A
BUDGET ACTION:
None needed.
FINANCIAL IMPACT SUMMARY STATEMENT:
None.

BACKGROUND:
The Parks and Recreation Advisory Board was established in 2009.

The Parks and Recreation Advisory Board was established to provide a sounding board for new ideas; assist in solving parks related problems; act as a liaison when called upon to other governmental bodies; assist in documenting and prioritizing the needs of the community regarding recreational issues.

B. Cody Shields has submitted a letter of interest to fill a recently vacated District II appointment seat. Staff recommends that the Board confirm the appointment with the term ending 12/31/2018.

Bay County Board of County Commissioners
Agenda Item Summary

Planning Commission Appointment Confirmation

DEPARTMENT MAKING REQUEST/NAME:
County Manager's Office Robert J. Majka Jr., County Manager

MEETING DATE: 2/21/2017

REQUESTED MOTION/ACTION:
Board to confirm the appointment for the District III vacant seat.

AGENDA
County Manager's Office - Consent

BUDGETED ITEM? N/A
BUDGET ACTION:
None needed.
FINANCIAL IMPACT SUMMARY STATEMENT:
None.

BACKGROUND:
The Planning Commission was established originally in 1975 by Ordinance No. 75-6 and amended numerous times subsequently.

The Planning Commission is designated and established as the local planning agency for the unincorporated territory of the County.

Adam Albritton has expressed interest in the recently vacated District III appointed seat. Staff recommends that the Board confirm the appointment with the term ending 12/31/2020.

Bay County Board of County Commissioners
Agenda Item Summary

Termination of Jenks Avenue LAP Funding

DEPARTMENT MAKING REQUEST/NAME:
Public Works Department Keith C. Bryant, P.E., PTOE, Director

MEETING DATE: 2/21/2017

REQUESTED MOTION/ACTION:
Board: 1) Terminate existing Local Agency Program (LAP) funding with the Florida Department of Transportation (FDOT) for the construction of the Jenks Avenue Bike Lane Project; and, 2) Authorize the Chairman to sign the resolution; and 3) Authorize staff to submit a TRIP grant application for the new scope of work. (**District I)**

AGENDA
Public Works - Consent

BUDGETED ITEM? No
BUDGET ACTION:
BUDGET AMENDMENT WILL BE REQUIRED TO RECOGNIZE THE REVENUES AND THE CORRESPONDING EXPENDITURE OF THESE FUNDS.
FINANCIAL IMPACT SUMMARY STATEMENT:
No financial impact to the General Fund.

BACKGROUND:
As a result of a County grant application, the Florida Department of Transportation appropriated funding in 2018 for the construction of bike lanes on Jenks Avenue from Baldwin Road to SR 390 **(EXHIBIT 1).** With the approval of the ½ cent surtax, the scope of the project was modified from resurfacing with bike lanes to widening the two lane roadway to four lanes with the addition of bicycle and pedestrian facilities.

In discussion with FDOT staff, it was recommended that the county terminate the bicycle lane project by resolution **(EXHIBIT 2)** and submit a Transportation Regional Incentive Program (TRIP) grant application for the new scope of work.

ATTACHMENTS:

Description	Type
Termination of Jenks Ave LAP Funding Exhibit 1	Exhibit
Termination of Jenks Ave LAP Funding Exhibit 2	Exhibit

EXHIBIT 1

JENKS AVENUE BIKE LANE PROJECT

BAY COUNTY PUBLIC WORKS DEPARTMENT
Traffic Engineering Division
840 W. 11th Street
Panama City, Florida 32401

Date:	February 6, 2015
Designed by:	KB
Checked by:	KB
Drawn by:	RE
Drawing No:	1 of 1

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY, FLORIDA, AUTHORIZING REMOVAL OF THE JENKS AVENUE BIKE LANE PROJECT FROM THE FDOT BAY COUNTY CITIZEN'S PLAN-TENTATIVE WORK PROGRAM FOR FY 2018-2022; AUTHORIZING STAFF TO SUBMIT A TRIP GRANT APPLICATION FOR THE NEW SCOPE OF WORK FOR JENKS AVENUE FROM BALDWIN ROAD TO STATE ROAD 390.

RECITALS

WHEREAS, Bay County submitted a grant application to FDOT for FY 2018-2022 for various roadway projects in Bay County, including but not limited to the Jenks Avenue Bike Lane Project for the construction of bike lanes on Jenks Avenue from Baldwin Road to State Road 390 ("Bike Lane Project"); and

WHEREAS, FDOT issued its Bay County Citizen's Plan-Tentative Work Program for FY 2018-2022 ("Work Program"), which includes appropriated funds for the Bike Lane Project as identified as Item No. 4354911 in the Work Program; and

WHEREAS, with the approval of the ½ cent surtax, the County desires to modify the scope of the Bike Lane Project from resurfacing with bike lanes to widening the two-lane roadway to four lanes with the addition of bicycle and pedestrian facilities; and

WHEREAS, given the change in scope, it is necessary that the County authorize removal of the Bike Lane Project and associated funding from the Work Program in order for the County to submit a Transportation Regional Incentive Program ("TRIP") grant application for the new scope of work.

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

Section 1. Authority. The Board of County Commissioners hereby authorizes removal of the Bike Lane Project (identified as Item No. 4354911), and associated funding limited to the Bike Lane Project, from the Work Program, and authorizes staff to submit a TRIP grant application for the new scope of work for the Bike Lane Project.

Section 2. Effective date. This resolution shall become effective upon adoption.

DONE and ADOPTED by the Board of County Commissioners of Bay County, Florida on this _____ day of February, 2017.

BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY, FLORIDA

_____
William T. Dozier, Chairman

ATTEST:

_____
Bill Kinsaul, Clerk

APPROVED AS TO FORM:

_____
Office of the County Attorney

[Signature page to Resolution No. _____]

Bay County Board of County Commissioners
Agenda Item Summary

Frankford Avenue Railroad Reimbursement Agreement

DEPARTMENT MAKING REQUEST/NAME:	**MEETING DATE:** 2/21/2017
Public Works Department Keith Bryant, P.E., PTOE	

REQUESTED MOTION/ACTION:
Board: 1) Adopt a resolution authorizing the execution of the Railroad Reimbursement Agreement for the Bay Line Railroad crossing on Frankford Avenue; and 2) Authorize the Chairman to sign the agreement and resolution. **(DISTRICT III)**

AGENDA	**BUDGETED ITEM?** Yes
Public Works - Consent	BUDGET ACTION: None needed. FINANCIAL IMPACT SUMMARY STATEMENT: The county's portion of the annual maintenance cost for the railroad crossing traffic control devices for these intersections is $1,800.

BACKGROUND:
The Florida Department of Transportation (FDOT) submitted the attached Railroad Reimbursement Agreement for the Board's consideration and approval **(EXHIBIT 1)**. The agreement is for the replacement and future maintenance of grade crossing traffic control devices on Frankford Avenue at the existing railroad crossing. These are tripartite agreements between FDOT, Bay Line Railroad, LLC and Bay County. The terms of the agreements are as follows:

1 . Bay Line Railroad shall furnish the necessary materials and install automatic grade crossing signals in accordance with FDOT plans and standards.

2 . After installation of the signal is completed, fifty percent (50%) of the expense thereof in maintaining the signals shall be borne by the County and fifty percent (50%) shall be borne by Bay Line Railroad.

3. Bay Line Railroad shall be responsible for maintenance, adjustment, and future relocation of the signals; however, the party initiating relocation will be responsible for such expenses.

4. Bay County shall install and maintain the advance warning signs and railroad crossing pavement markings in accordance with the U.S. Department of Transportation manual on uniform Traffic Control Devices within 30 days after the completion of the project.

5. FDOT shall reimburse all costs incurred by Bay Line Railroad in the installation of the signals.

FDOT has requested that the Board adopt the attached resolution authorizing the execution of the agreements **(EXHIBIT 2)**. This request is a normal FDOT practice and Bay County has approved such requests in the past. The County shall be responsible for fifty percent (50%) of annual maintenance costs ($1,800).

ATTACHMENTS:

Description	Type
Frankford Ave RR Crossing Exhibit 1	Exhibit
Frankford Ave RR Crossing Exhibit 2	Exhibit

EXHIBIT 1

725-090-27
RAIL
OGC - 02/14

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

RAILROAD REIMBURSEMENT AGREEMENT
GRADE CROSSING TRAFFIC CONTROL DEVICES - COUNTY

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
43488945701	CR385 FRANKFORD	BAY	47(46560-SIGC)	

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and BAY LINE RAILROAD, LLC., a corporation organized and existing under the laws of FLORIDA, with its principal place of business in the City of PANAMA CITY, County of BAY, State of FLORIDA, hereinafter called the COMPANY; and BAY, County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter called the COUNTY.

WITNESSETH:

WHEREAS, the DEPARTMENT is constructing, reconstructing or otherwise changing a portion of the Public Road System, designated by the Financial Project ID 43488945701, on CR385 FRANKFORD, which crosses at grade the right of way and tracks of the COMPANY'S Milepost 2.06, FDOT/AAR Crossing Number 002705X, at or near PANAMA CITY, as shown on DEPARTMENT'S Plan Sheet No. N/A, attached hereto as a part hereof; and

NOW, THEREFORE, in consideration of the mutual undertakings as herein set forth, the parties hereto agree as follows:

1. The COMPANY shall furnish the necessary materials and install Automatic Grade Crossing Signals Type 111 Class 111 and/or other traffic control devices at said location on an actual cost basis and in accordance with (1) the attached detailed statement of the work, plans, and specifications; and (2) the DEPARTMENT'S Plans and Standard Index Number 17882 attached hereto and made a part hereof.

2. After installation of said signals is completed, fifty (50%) percent of the expense thereof in maintaining the same shall be borne by the COUNTY and fifty (50%) percent shall be borne by the COMPANY, as enumerated by the Schedule of Annual Cost of Automatic Highway Grade Crossing Devices attached hereto and by this reference made a part hereof and subject to future revision.

3. After said signals have been installed and found to be in satisfactory working order by the parties hereto, the same shall be immediately put into service, operated and maintained by the COMPANY so long as said COMPANY or its successors or assigns shall operate the said signals at said grade crossing; or until it is agreed between the parties hereto that the signals are no longer necessary or until the said crossing is abandoned; or legal requirements occur which shall cease operation of signals thereat.

The COMPANY agrees that any future relocation or adjustment of said signals shall be performed by the COMPANY, but at the expense of the party initiating such relocation. Upon relocation the maintenance responsibilities shall be in accordance with the provisions of this agreement. It is further agreed that the cost of maintaining any additional or replacement signal equipment at the same location will be shared as provided under Paragraph 2. above.

4. Unless otherwise agreed upon herein, the COUNTY agrees to ensure that at the crossing the advance warning signs and railroad crossing pavement markings will conform to the U.S. Department of Transportation Manual on Uniform Traffic Control Devices within 30 days of notification that the railroad signal improvements have been completed and that such signs and pavement markings will be continually maintained at an acceptable level.

5. The COMPANY hereby agrees to install and/or adjust the necessary parts of its facilities along said road in accordance with the provisions set forth in the:

☒ (a) DEPARTMENT Procedure No. 725-080-002 Appendix D.4, and Rule 14.57.011 "Public Railroad-Highway Grade Crossing Costs", Florida Administrative Code.

☒ (b) Federal Highway Administration Federal-Aid Policy Guide, 23 C.F.R. Subchapter G, Part 646, Subpart B, and 23 C.F.R., Subchapter B, Part 140, Subpart I,

and any supplements thereto or revisions thereof, which, by reference hereto, are made a part hereof. The COMPANY further agrees to do all of such work, with its own forces or by a contractor paid under a contract let by the COMPANY, all under the supervision and approval of the DEPARTMENT and the Federal Highway Administration, when applicable.

6. The DEPARTMENT hereby agrees to reimburse the COMPANY for all costs incurred by it in the installation and/or adjustment of said facilities, in accordance with the provisions of Procedure No. 725-080-002 Appendix D-4 "Billing Requirements," and any supplements thereto or revisions thereof. It is understood and agreed by and between the parties hereto that preliminary engineering costs not incorporated within this agreement shall not be subject to payment by the DEPARTMENT.

7. Attached hereto, and by this reference made a part hereof, are plans and specifications of the work to be performed by the COMPANY pursuant to the terms hereof, and an itemized estimate of the cost thereof in the amount of $ 191,640.00 . All work performed by the COMPANY pursuant hereto, shall be performed according to these plans and specifications as approved by the DEPARTMENT and the Federal Highway Administration if federal aid participating; and all subsequent plan changes shall likewise be approved by the DEPARTMENT and the Federal Highway Administration, when applicable.

8. All labor, services, materials, and equipment furnished by the COMPANY in carrying out the work to be performed hereunder shall be billed by the COMPANY direct to the DEPARTMENT. Separate records as to the costs of

contract bid items and force account items performed for the COMPANY shall also be furnished by the COMPANY to the DEPARTMENT.

9. The COMPANY has determined that the method to be used in developing the relocation or installation cost shall be as specified for the method checked and described hereafter:

☒ (a) Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.

☐ (b) Actual and related indirect costs accumulated in accordance with an established accounting procedure developed by the COMPANY and approved by the DEPARTMENT.

☐ (c) An agreed lump sum $ _____ , as supported by a detail analysis of estimated cost attached hereto. (NOTE: This method is not applicable where the estimated cost of the proposed adjustment exceeds $100,000.)

10. The installation and/or adjustment of the COMPANY'S facility as planned ☐ will ☒ will not involve additional work over and above the minimum reimbursable requirements of the DEPARTMENT. (If upgrading and/or nonreimbursable work is involved at the option of the COMPANY, then credit against the cost of the project is required and will be governed by the method checked and described hereafter):

☐ (a) _____ % will be applied to the final billing of work actually accomplished to determine required credit for (betterment) and/or (expired service life) and/or (nonreimbursable segments).

☐ (b) All work involving nonreimbursable segments will be performed by special COMPANY work or job order number apart and separate from the reimbursable portion of the work; such work or job order number to be _____ . The COMPANY further agrees to clearly identify such additional work areas in the COMPANY'S plans and estimates for the total work covered by this Agreement.

☐ (c) $ _____ credited for ☐ betterment ☐ expired service life ☐ nonreimbursable segments in accord with Article 9.(c) hereinabove.

11. It is specifically agreed by and between the DEPARTMENT and the COMPANY that the DEPARTMENT shall receive fair and adequate credit for any salvage which shall accrue to the COMPANY as a result of the above installation and/or adjustment work.

12. It is further agreed that the cost of all improvements made during this adjustment work shall be borne by the COMPANY, subject only to the DEPARTMENT bearing such portion of this cost as represents the cost of adjustment of previously existing facility, less salvage credit as set forth in the immediately preceding paragraph.

13. Upon completion of the work the COMPANY shall, within one hundred eighty (180) days, furnish the DEPARTMENT with two (2) copies of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of the items contained in the estimate attached hereto. The totals for labor, overhead, travel expense, transportation, equipment, material and supplies, handling costs and other services shall be shown in such a manner as will permit ready comparison with the approved plans and estimates. Materials shall be itemized where they represent major components of cost in the relocation following the pattern set out in the approved estimate as closely as is possible. Salvage credits from recovered and replaced permanent and recovered temporary materials shall be reported in said bills in relative position with the charge for the replacement or the original charge for temporary use.

The final billing shall show the description and site of the Project; the date on which the first work was performed, or, if preliminary engineering or right-of-way items are involved, the date on which the earliest item of billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where the records and accounts billed can be audited. Adequate reference shall be made in the billing to the COMPANY'S records, accounts and other relevant documents. All cost records and accounts shall be subject to audit by a representative of the DEPARTMENT. Upon receipt of invoices, prepared in accordance with the provisions of the above indicated Reimbursement Policy, the DEPARTMENT agrees to reimburse the COMPANY in the amount of such actual costs as approved by the DEPARTMENT'S auditor.

14. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT's Comptroller under Section 334.044(29), F.S., or by the Department of Financial Services under Section 215.422(14), Florida Statutes (F.S.).

15. In accordance with Section 287.058, Florida Statutes, the following provisions are in this Agreement: If this Contract involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

16. Bills for travel expenses specifically authorized in this agreement shall be submitted and paid in accordance with DEPARTMENT Rule 14-57.011 "Public Railroad-Highway Grade Crossing Costs" and the Federal Highway Administration Federal-Aid Policy Guide, Subchapter B, Part 140, Subpart I "Reimbursement for Railroad Work."

17. In accordance with Section 215.422, Florida Statutes, the following provisions are in this Agreement: Contractors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 215.422(3)(b), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Contractor. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices which have to be returned to a Contractor because of Contractor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

18. In the event this contract is for services in excess of TWENTY FIVE THOUSAND DOLLARS ($25,000.00) and a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS ($25,000.00) and which have a term for a period of more than one year.

19. In accordance with Section 287.133 (2)(a), Florida Statutes, the following provisions are included in this Agreement:

> 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 s.287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

20. In accordance with Section 287.134(2)(a), Florida Statutes, the following provisions are included in this Agreement:

> An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.

21. In accordance with Section 287.0582, Florida Statutes, the following provision is included in this Agreement:

> The Department's obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature.

~~22. The COMPANY covenants and agrees that it will indemnify and hold harmless the DEPARTMENT and~~ all of the DEPARTMENT'S officers, agents, and ~~employees from any~~ claim, loss, damage, cost charge, or expense ~~arising out of any act, action, neglect, omission or delay by the COMPANY during the performance of the contract,~~

~~whether direct or indirect, and whether to any person or property to which the DEPARTMENT or said parties may be~~ subject, except that neither the COMPANY nor any of its sub-contractors ~~will be liable~~ under this section for damages arising out of injury or damage to ~~persons or~~ property directly caused or resulting from the sole negligence of the ~~DEPARTMENT or any of its officers, agents, or employees.~~

23. COMPANY shall:

1. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COMPANY during the term of the contract; and

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

24. It is understood and agreed by the parties to this Agreement that if any part, term, or provision of this Agreement is held illegal by the courts or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

25. Any questions or matters arising under this Agreement as to validity, construction, enforcement, performance, or otherwise, shall be determined in accordance with the laws of the State of Florida. Venue for any action arising out of or in any way related to this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

26. The parties agree to bear their own attorney's fees and costs with respect to this Agreement.

27. The parties agree that this Agreement is binding on the parties, their heirs-at-law, and their assigns and successors in interest as evidenced by their signatures and lawful executions below.

28. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, the day and year first above written.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
(TITLE: DIR. OF TRANS. DEVELOPMENT)

COMPANY: BAY LINE RAILROAD, LLC.

BY: Wm. A. Jasper

BAY _____ COUNTY , FLORIDA

BY: _____
(TITLE: Chairman)

Legal Review	Approved as to Funds Available	Approved as to FAPG Requirements
BY: _____	BY: _____	BY: _____
Attorney - DOT Date	Comptroller - DOT Date	FHWA Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES ANNUAL MAINTENANCE COSTS

725-090-41
RAIL
OGC - 07/16

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
43488935701	CR385 FRANKFORD	BAY	47(46560-SIGC)	

COMPANY NAME: BAY LINE RAILROAD, LLC.

A. FDOT/AAR XING NO.: 002705X RR MILE POST TIE: 2.06

B. TYPE SIGNALS PROPOSED 111 CLASS 111 DOT INDEX: 17882

SCHEDULE OF ANNUAL COST OF AUTOMATIC HIGHWAY GRADE CROSSING TRAFFIC CONTROL DEVICES

Annual Maintenance Cost Exclusive of Installation

CLASS	DESCRIPTION	COST*
I	2-Quadrant Flashing Lights with One Track	$2,386.00
II	2-Quadrant Flashing Lights with Multiple Tracks	$3,158.00
III	2-Quadrant Flashing Lights and Gates with One Track	$3,600.00
IV	2-Quadrant Flashing Lights and Gates with Multiple Tracks	$4,520.00
V	3 or 4-Quadrant Flashing Lights and Gates with One Track	$7,116.00
VI	3 or 4-Quadrant Flashing Lights and Gates with Multiple Tracks	$8,930.00

AUTHORITY: FLORIDA ADMINISTRATIVE RULE 14-57.011
Public Railroad-Highway Grade Crossing Costs

EFFECTIVE DATE: July 22, 1982

GENERAL AUTHORITY: 334.044, F.S.

SPECIFIC LAW IMPLEMENTED: 335.141, F.S.

*This schedule will become effective July 1, 2016 and will be reviewed every 5 years and revised as appropriate based on the Consumer Price Index for all Urban Consumers published by the U.S. Department of Labor.

EXHIBIT 2

725-090-53
RAIL
OGC - 06/03

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

COUNTY RESOLUTION

GRADE CROSSING AND CROSSING TRAFFIC CONTROL DEVICES, FUTURE RESPONSIBILITY

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
43488935701	CR385 FRANKFORD	BAY	47(46560-SIGC)	

A RESOLUTION AUTHORIZING EXECUTION OF A RAILROAD REIMBURSEMENT AGREEMENT FOR THE CONSTRUCTION OF RAILROAD GRADE CROSSINGS, INSTALLATION OF TRAFFIC CONTROL DEVICES FOR RAILROAD GRADE CROSSINGS, AND FUTURE MAINTENANCE AND ADJUSTMENT OF SAID CROSSINGS AND DEVICES; PROVIDING FOR THE FUTURE EXPENDITURE OF FUNDS; AND PROVIDING WHEN THIS RESOLUTION SHALL TAKE EFFECT.

RESOLUTION NO. _____

WHEREAS, the State of Florida Department of Transportation is constructing, reconstructing, or otherwise changing a portion of the public road system, on CR385 FRANKFORD AVE., which shall call for the installation and maintenance of railroad grade crossings and traffic control devices for railroad grade crossings over or near said highway; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF BAY COUNTY, FLORIDA:

That BAY County enter into a RAILROAD REIMBURSEMENT AGREEMENT with the State of Florida Department of Transportation and the BAY LINE RAILROAD, LLC. Company for the installation and maintenance of certain grade crossings and traffic control devices for grade crossings designated as Financial Project ID 43488935701 on FRANKFORD AVE. which crosses the right of way and tracks of the Company at FDOT/AAR Crossing No. 002705X located in PANAMA CITY, Florida; and

That the County assumes its share of the costs for future maintenance and/or adjustment of said grade crossings and traffic control devices for grade crossings as designated in the RAILROAD REIMBURSEMENT AGREEMENT; and

That the Chairman and Clerk of the Board of County Commissioners be authorized to execute such agreements with the State of Florida Department of Transportation and the BAY LINE RAILROAD, LLC. Company as herein described; and

That this RESOLUTION shall take effect immediately upon adoption.

Duly Adopted by the County Commissioners of BAY County, Florida, this _____ day of _____, _____.

_____
Authorized Signature

Name: William T. Dozier
Title: Chairman

ATTEST: _____ (SEAL)
Authorized Signature

Name: _____
Title: _____

Bay County Board of County Commissioners
Agenda Item Summary

2016 Delinquent Tax Roll Advertisement

DEPARTMENT MAKING REQUEST/NAME:
Purchasing Department Wendi Sellers, Director

MEETING DATE: 2/21/2017

REQUESTED MOTION/ACTION:
Board award low bid for legal advertising services to Bay County Bullet for real and personal property with delinquent taxes as required by Florida Statute 197.402(1).

AGENDA
Purchasing Office - Consent

BUDGETED ITEM? Yes
BUDGET ACTION:
None needed.
FINANCIAL IMPACT SUMMARY STATEMENT:
This has a minimal effect on the General Fund.

BACKGROUND:
The Tax Collector is required by Florida Statute to advertise real and personal property with delinquent taxes. According to Florida Statute 197.402 (1) whenever legal advertisements are required, the Board of County Commissioners shall select the newspaper as provided in Florida Statute Chapter 50.

Invitation to Bid #17-11 was provided to the two qualified newspapers in Bay County, The News Herald and Bay County Bullet, and bids were opened on February 1, 2017.

The low bidder is Bay County Bullet at $0.03 per line for 6000 copies with an estimated total price of $1,689.48.

Bay County Board of County Commissioners
Agenda Item Summary

Amendment #3 15-08 Access Control Systems

DEPARTMENT MAKING REQUEST/NAME:
Purchasing Department Wendi Sellers, Director

MEETING DATE: 2/21/2017

REQUESTED MOTION/ACTION:
Board approve additional services for the Government Center and additional control systems at the Lynn Haven Tax Collector building and authorize the Chairman to sign Amendment #3 for contract 15-08 Access Control Systems with GSC Services, Inc.

AGENDA
Purchasing Office - Consent

BUDGETED ITEM? No
BUDGET ACTION:
A budget amendment will be needed to move funds to the appropriate departments for the additional services.
FINANCIAL IMPACT SUMMARY STATEMENT:
The impact to the General Fund will be not be significant.

BACKGROUND:
On February 17, 2015 the Board approved a contract with GSC Services, Inc. to provide system maintenance and annual testing to access control, fire, and intrusion systems at various County locations. The contract allows for adding and deleting locations as determined by the County. Amendment #1 was approved by the Board on April 21, 2015 to add additional equipment and monitoring services at the Transit Bay Town Trolley Operations and Maintenance Complex. Amendment #2 was approved by the on April 5, 2016 to add additional equipment and monitoring services at the Bay County Florida Department of Health Administration and Dental Clinic buildings. The Bay County Tax Collector has requested that the Lynn Haven Tax Collector building be added as an additional location under this contract. In addition, a duress system has been added to services at the Government Center.

Therefore, staff recommends the Board approve additional services for the Government Center and additional control systems at the Lynn Haven Tax Collector building and authorize the Chairman to sign Amendment #3 for contract 15-08 Access Control Systems with GSC Services, Inc. **(Exhibit 1).**

ATTACHMENTS:

Description	Type
Exhibit 1	Exhibit

EXHIBIT 1

Third Amendment
Contract 15-08 Access Control Systems

This Amendment to the Contract 15-08 Access Control Systems is entered into on February 21, 2017by and between the Bay County Board of County Commissioners, at 840 W. 11th St., Panama City, Florida 32401 ("County"), and GSC Systems, Inc. at 15 Industrial Street NW, Fort Walton Beach, FL 32548 ("Contractor").

1. Intent

The County and Contractor entered into a Contract on February 17, 2015. This amendment is necessary to allow for additional systems at the Bay County Government Center located at 840 W. 11th Street, Panama City, FL 32401 and the Bay County Tax Collector Lynn Haven Office located at 801 Florida Avenue, Lynn Haven, FL 32444.

2. Survival of Other Provisions

All other provisions of the original Contract, not amended by this Amendment, shall remain in effect.

IN WITNESS WHEREOF, the parties have made and executed this Amendment as of the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
BAY COUNTY FLORIDA

By: _____
William T. Dozier, Chairman

Attest:

_____
Bill Kinsaul, Clerk of Court

Approved as to form

_____
Office of Bay County Attorney

GSC Systems, Inc.

By: _____
(Authorized Representative)

Its: _____

STATE OF _____
COUNTY OF _____

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

_____
Notary Public

PROPOSAL
AND
SALES AGREEMENT

G170213Q

Since 1972
Security Communications & Control Systems
Honeywell
Authorized Security Integrator

GSC SYSTEMS, INC.
15 Industrial Street NW, Fort Walton Beach, FL 32548
Ph (850) 243-8812 Fax: (850) 244-2530
FL St Lic # EF0000906 * AL St Lic 1055 * UL Cert # BP8826

DATE	PHONE	REP
02/15/17	850-248-8004	Gibson

BILL TO:
Bay County Administration Building
840 West 11th Street
Panama City, FL 32401
Attn: Chris Fox

SHIP TO:
Bay County Tax Collectors Office
801 Florida Avenue
Lynn haven, FL 32444
Acct: 388429

eMail: it@baycountyfl.gov; vphillips@baycountyfl.gov; cfox@baycountyfl.gov

FILE NAME	TERMS
Bay County	NET UPON RECEIPT

BAY COUNTY TAX COLLECTOR'S OFFICE

INTRUSION DETECTION SYSTEM

OPERATIONAL MONITORING SERVICES, INSPECTION, TEST, AND CERTIFICATION: AGREEMENT

SERVICES PERFORMED IN ACCORDANCE WITH APPLICABLE UL AND NFPA STANDARDS TO INCLUDE:

1.) Monitoring Services to include 24 hour Electronic Monitoring of Security Detection Systems, Alarm Event Response, Security Openings and Closings, Alarm and Trouble Conditions, Notifications, Dispatch, and Incident Reports with secure, web-portal access.

2.) Annual System Inspection, Test and Certification of Security Alarm Systems Equipment and Monitoring Systems in Compliance with Applicable UL Standards, and NFPA Requirements.

3.) Battery Load Test, Communicator Test, C.P.U. Program and Software Test, Software Update, Telco Line Seizure Test, Audible Test, Reprogramming, and Central Station Communications and Response Verifications as required.

4.) Sensitivity Testing, alignment, adjustment, cleaning, functional test and verification of all electronic components, sensors, and controls.

5.) Systems' Test, Inspection, and Certifications Report

6.) On-site service response availablility for standard business hours within 24 hours of notification to provide for diagnosis of system malfunction and detailed description of repair services, repair or replacement of damage or defective equipment as required.

OPERATIONAL MONITORING, SERVICE, INSPECTION, TEST AND CERTIFICATION COMPLETE:	$100	Per month
FLORIDA STATE SALES TAX:	EXEMPT	
OPERATIONAL MONITORING SERVICES (MONTHLY):	**$100**	

TERMS AND PAYMENTS: In accordance with payment terms as specified on Proposal Page 1. If not otherwise specified, payment is due upon receipt. Late fees of 18% APR will begin on the 10th day after the due date.

ACCEPTANCE of the above materials, specifications, prices, and conditions is indicated by signing below, and binds this contractual agreement. Signing this Proposal Contract, or payment of the associated invoice for this proposal, constitutes acknowledgement, understanding and acceptance of the terms and conditions on the reverse side of this page, or the following page, if sent by facsimile, and that those terms are a material part of this agreement which limits the Company's liability as specified.

GSC SYSTEMS, INC. is authorized to perform the work as specified upon receipt of this signed proposal by mail, facsimile, or by electronic mail. Payment to be made in accordance with the terms outlined above. Any costs, including legal fees, incurred by GSC Systems, arising out of the failure to pay in accordance with the accepted terms, will be the responsibility of customer, property owner, and/or his assigned agent.

GSC SYSTEMS
REPRESENTATIVE : _____ ACCEPTED BY: _____

DATE: _____ DATE: _____

WE ARE PLEASED TO SUBMIT THE ABOVE PROPOSAL FOR YOUR CONSIDERATION. PLEASE BE ASSURED THAT YOUR ORDER WILL RECEIVE OUR PROMPT ATTENTION. THIS PROPOSAL IS VALID FOR THIRTY (30) DAYS. THEREAFTER IT IS SUBJECT TO CHANGE WITHOUT NOTICE.

PROPOSAL
AND
SALES AGREEMENT

G170214Q

Since 1972
Security Communications & Control Systems
GSC SYSTEMS, INC.
Honeywell
Authorized Security Integrator

15 Industrial Street NW, Fort Walton Beach, FL 32548
Ph (850) 243-8812 Fax: (850) 244-2530
FL St Lic # EF0000906 * AL St Lic 1055 * UL Cert # BP8826

DATE	PHONE	REP
02/15/17	850-248-8004	Gibson

BILL TO:
Bay County Administration Building
840 West 11th Street
Panama City, FL 32401
Attn: Chris Fox

SHIP TO:
Bay County Administration Building- 388430
Duress Alarm System
840 West 11th Street
Panama City, FL 32401

eMail: it@baycountyfl.gov; vphillips@baycountyfl.gov; cfox@baycountyfl.gov

FILE NAME	TERMS
Bay County Duress	NET UPON RECEIPT

BAY COUNTY ADMINISTRATION BUILDING

DURESS ALARM SYSTEM

OPERATIONAL MONITORING SERVICES, INSPECTION, TEST, AND CERTIFICATIONS: AGREEMENT

SERVICES PERFORMED IN ACCORDANCE WITH APPLICABLE UL AND NFPA STANDARDS TO INCLUDE:

1.) Monitoring Services to include 24 hour Electronic Monitoring of Security Detection Systems, Alarm Event Response, Security Openings and Closings, Alarm and Trouble Conditions, Notifications, Dispatch, and Incident Reports with secure, web-portal access.

2.) Annual System Inspection, Test and Certification of Security Alarm Systems Equipment and Monitoring Systems in Compliance with Applicable UL Standards, and NFPA Requirements.

3.) Battery Load Test, Communicator Test, C.P.U. Program and Software Test, Software Update, Telco Line Seizure Test, Audible Test, Reprogramming, and Central Station Communications and Response Verifications as required.

4.) Sensitivity Testing, alignment, adjustment, cleaning, functional test and verification of all electronic components, sensors, and controls.

5.) Systems' Test, Inspection, and Certifications Report

6.) On-site service response availablility for standard business hours within 24 hours of notification to provide for diagnosis of system malfunction and detailed description of repair services, repair or replacement of damage or defective equipment as required.

OPERATIONAL MONITORING, SERVICE, INSPECTION, TEST AND CERTIFICATION COMPLETE:	$125	Per month
FLORIDA STATE SALES TAX:	EXEMPT	
OPERATIONAL MONITORING SERVICES (MONTHLY):	**$125**	

TERMS AND PAYMENTS: In accordance with payment terms as specified on Proposal Page 1. If not otherwise specified, payment is due upon receipt. Late fees of 18% APR will begin on the 10th day after the due date.

ACCEPTANCE of the above materials, specifications, prices, and conditions is indicated by signing below, and binds this contractual agreement. Signing this Proposal Contract, or payment of the associated invoice for this proposal, constitutes acknowledgement, understanding and acceptance of the terms and conditions on the reverse side of this page, or the following page, if sent by facsimile, and that those terms are a material part of this agreement which limits the Company's liability as specified.

GSC SYSTEMS, INC. is authorized to perform the work as specified upon receipt of this signed proposal by mail, facsimile, or by electronic mail. Payment to be made in accordance with the terms outlined above. Any costs, including legal fees, incurred by GSC Systems, arising out of the failure to pay in accordance with the accepted terms, will be the responsibility of customer, property owner, and/or his assigned agent.

GSC SYSTEMS
REPRESENTATIVE : _____ ACCEPTED BY: _____

DATE: _____ DATE: _____

WE ARE PLEASED TO SUBMIT THE ABOVE PROPOSAL FOR YOUR CONSIDERATION. PLEASE BE ASSURED THAT YOUR ORDER WILL RECEIVE OUR PROMPT ATTENTION. THIS PROPOSAL IS VALID FOR THIRTY (30) DAYS. THEREAFTER IT IS SUBJECT TO CHANGE WITHOUT NOTICE.

Bay County Board of County Commissioners
Agenda Item Summary

Tax Collector Lease with City of Lynn Haven

DEPARTMENT MAKING REQUEST/NAME:
Purchasing Wendi Sellers, Director

MEETING DATE: 2/21/2017

REQUESTED MOTION/ACTION:
Board approve and authorize the Chairman to execute a one (1) year lease agreement with three (3) additional one (1) year renewal options with the City of Lynn Haven to provide a satellite office for the Tax Collector.

AGENDA
Purchasing Office - Consent

BUDGETED ITEM? Yes
BUDGET ACTION:
None needed.
FINANCIAL IMPACT SUMMARY STATEMENT:
This lease is paid on behalf of the Tax Collector. It is a General Fund expenditure.

BACKGROUND:
The Board of County Commissioners has leased a location (801 Florida Avenue, Lynn Haven, FL) for the Tax Collector from the City of Lynn Haven since February 16, 1999. All renewals and extensions have been used and a new lease agreement is needed.

The lease is for one year with three additional one year renewals at a rental rate of $19,296.60 per year or $1,608.05 per month.

Staff recommends the Board approve and authorize the Chairman to execute a one (1) year lease agreement **(Exhibit 1)** with three (3) additional one (1) year renewal options with the City of Lynn Haven to provide a satellite office for the Tax Collector.

ATTACHMENTS:

Description	Type
Tax Collector Lynn Haven Office Lease Agreement	Exhibit

LEASE AGREEMENT

THIS LEASE made this 7 day of February 2017, by and between the City of Lynn Haven, Florida, as Lessor (the "City") and Bay County, Florida, as Lessee, acting by and through its Board of County Commissioners (the "County").

WITNESSETH:

In consideration of rent to be paid and the mutual benefits herein, the City leases to the County approximately twenty-nine hundred (2900) square feet of enclosed office space in the building at 801 Florida Avenue, Lynn Haven, Florida 32444, subject to the terms and conditions hereof, which are:

1. The term of this lease is for one (1) year beginning March 1, 2017 and continuing until February 28, 2018. Thereafter, the County Manager and the City Manager may jointly agree to extend this Lease Agreement for three (3) additional one-year renewal terms on the same terms and conditions and covenants contained herein.

2. Rent is nineteen thousand, two hundred ninety-six dollars and 60 cents ($19,296.60) per year, payable in installments of $1,608.05 per month, due and payable in advance on the first day of each month. Performance by the County of any of its obligations under this Agreement shall be subject to and contingent upon the availability of monies lawfully available and appropriated for such purposes.

3. Any rental payment, which is not paid within ten (10) days after its due date shall bear a late charge of six percent (6%) of the amount due.

4. If any time during the term of this lease the County or the City determines that the other is in breach of this lease agreement, the non-breaching party shall give written notice to the breaching party of the alleged breach, giving an opportunity to cure such breach within 30 days of the breaching party's receipt of the written notice ("Cure Period"). If the alleged breach continues after the Cure Period expires, the County and the City shall have the right to terminate this lease agreement upon the giving of thirty (30) days prior, written notice to the other party.

5. The County shall be responsible for all routine minor maintenance of the leased property such as light replacement, interior painting, air conditioning filters and

faucet and toilet repairs. Major repairs such as roof repair/replacement, heating and air conditioning repair/replacement of major components, and extensive plumbing and electrical work shall be the responsibility of the City. For determining maintenance and repair responsibility, a dollar figure not to exceed five hundred dollars ($500) for labor and materials shall be paid by the County. The City shall be responsible for maintenance and repair for work exceeding five hundred dollars ($500).

6. The County shall not modify the leased premises or construct any improvements therein without prior written consent of the City, which shall not be unreasonably withheld.

7. Upon written notice by the County of the need for repairs for which the City is responsible, the City shall proceed with reasonable diligence to repair the premises in a good workmanlike manner; however, the City shall not be responsible for water or other damage to property of the County in the absence of notice from the County of need for repair.

8. All fixtures partitions, equipment and personal property required by the County in the conduct of its operation shall be supplied and constructed by the County, and shall be referred to hereinafter as the "County's Improvements and Property". When no default exists, the County's Improvements and Property may be removed upon termination of the lease, provided that there be no damage to the realty, or only inconsequential damage caused by removal which shall be repaired by the County, provided, however, any provision or implication in this lease to be contrary notwithstanding, no lien, charge, claim or demand shall attach to the interest of the City in the leased premises or the parcel on account of any contract, act, or omission of the County pursuant to the Construction Lien Law of Florida, or otherwise.

9. Utilities including gas and electricity shall be paid by the County. Water, sewer, and garbage collection shall be furnished by the City. Ninety (90) gallon roll-a-way garbage containers shall be provided by the City for County's use. The parking areas at the rear (eastside) and southside of the building shall be dedicated to the Tax Office for customer and employee parking.

10. The County shall maintain at its expense both property and casualty insurance upon the structure, furniture, fixtures, equipment, records, and all other

items located in the leased premises. The City shall be named as an additional insured on all insurance policies. The County shall supply a certificate that such insurance is in force and said insurance coverage shall not be canceled without at least twenty (20) days notice to the City.

11. The County agrees to maintain general public insurance upon the leased premises and all activities conducted by the County therein, in an amount at least equal to the waiver of sovereign immunity cap. The City shall be named as an additional insured. The County shall supply a certificate that such insurance is in force.

12. The City shall be held harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of the agreement, unless such claims are a result of the City's sole negligence. The parties agree that this clause shall not waive the benefits or provisions of Section 768.28 F.S. or any similar provisions of law.

13. The City shall allow the County to use the existing installed telephone system. Maintenance and monthly usage charges for the telephone system shall be at County expense.

14. The County shall not assign its interest in this lease or in the leased premises, or sublease all or any part of the leased premises, without first obtaining the City's consent. Any assignment or sublease to which the City consents shall not relieve the County of its obligations under this lease, unless otherwise mutually agreed.

15. The City and its authorized representatives shall have the right to enter the leased premises during the County's business hours, and at all other reasonable times with prior notice, except for emergencies, for the purpose of:

A. Determining whether the leased premises are in good condition and whether the County is complying with its obligations under this lease;

B. Doing any necessary maintenance and to make any restoration to the leased premises or the building and other improvements in which the leased premises are located that the City has the right or obligation to perform;

C. Showing the leased premises, or posting "for rent" or "for lease" signs during the last thirty (30) days of the term.

The City shall conduct its activities on the leased premises as allowed in this section in a manner that will cause the least possible inconvenience, annoyance, or disturbance to the County.

16. Any notice, demand, request, or consent that either party desires or is required to be given by this lease shall be in writing and shall be deemed sufficient if sent by United States certified mail, return receipt requested, or courier service requiring a receipt, to the following:

CITY: City of Lynn Haven
Attn: Leisure Services
825 Ohio Avenue
Lynn Haven, Florida 32444

COUNTY: Bay County Board of County Commissioners
Attn: Purchasing
840 West 11th St.
Panama City, Florida 32401

Either party may notify the other in writing of any different address for notice purposes. All such notices shall be deemed given on the date of receipt at the applicable address as evidenced by the return receipt.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed by their duly authorized officers the day and year first above written.

ATTEST:

LESSEE:
BAY COUNTY BOARD OF COUNTY COMMISSIONER

_____
Bill Kinsaul, Clerk of Court

By:_____
William T. Dozier, Chairman

Approved as to correctness of form:

_____
Office of Bay County Attorney

ATTEST:

_____
Joel B. Schubert, City Manager

LESSOR:
CITY OF LYNN HAVEN, FLORIDA

By:_____
Margo Anderson, Mayor

Approved as to correctness of form:

_____
Rob Jackson
Attorney for City of Lynn Haven

Bay County Board of County Commissioners
Agenda Item Summary

RESTORE Act Advisory Board Appointment Confirmations

DEPARTMENT MAKING REQUEST/NAME:
County Manager's Office Jim Muller, RESTORE Act Coordinator

MEETING DATE: 2/21/2017

REQUESTED MOTION/ACTION:
Board to ratify expired and appoint new members to the RESTORE Act Committee Advisory Board.

AGENDA
Restore Act - Consent

BUDGETED ITEM? N/A
BUDGET ACTION:
None needed.
FINANCIAL IMPACT SUMMARY STATEMENT:
None.

BACKGROUND:
On January 21, 2014, the Board approved Resolution No. 3207 establishing the RESTORE Act Advisory Board.

The purpose of the committee is to receive public input, recommend project selection criteria to the Board, draft a multi-year implementation plan, and recommend to the Board projects to be funded by Gulf Restoration funds, especially the RESTORE Act funds which will come directly to Bay County. Final approvals and decisions will rest with the Board of County Commissioners.

Committee members include representatives from the Bay County Economic Development Alliance, Port of Panama City, CareerSource Gulf Coast and Dean of the Florida State University Panama City. In addition, each Board member will nominate a committee member, for a total of nine committee members. Staff recommends the Board approve the following list of members:

Melissa Thompson	District I	term to expire 12/31/20
Adam Albritton	District II	term to expire 12/31/18
Brandon Aldridge	District III	term to expire 12/31/20
W.C. Harlow	District IV	term to expire 12/31/18
Jack Bishop	District V	term to expire 12/31/20
Becca Hardin	Economic Development Alliance	term to expire 12/31/18
Wayne Stubbs	Port of Panama City	term to expire 12/31/18
Kim Bodine	CareerSource Gulf Coast	term to expire 12/31/18
Dr.George Bishop	Florida State University PC	term to expire 12/31/18

Bay County Board of County Commissioners
Agenda Item Summary

2017 Beach Renourishment Construction Inspection Services

DEPARTMENT MAKING REQUEST/NAME:
Tourist Development Council Dan Rowe, Executive Director

MEETING DATE: 2/21/2017

REQUESTED MOTION/ACTION:
It is recommended that the Board of County Commissioners approve and authorize the Chairman to execute Task Order 10 with Dewberry Engineers, Inc. for the 2017 beach renourishment inspection hourly services not to exceed $45,000. This project will be paid from the Third Cent Tax Trust Fund (Account 0291-5303104).

AGENDA
Tourist Development Council - Consent

BUDGETED ITEM? Yes
BUDGET ACTION:
None needed.
FINANCIAL IMPACT SUMMARY STATEMENT:
TDC Beach Nourishment Account 0291-5303104

BACKGROUND:
The beach renourishment project will be under construction during March and April 2017 by Weeks Marine. Inspection services include observing the dredging contractor's operations, daily observation checklist and coordination with Engineer of Record (CB&I) on any items/issues, hourly and overnight progress sand sampling and analysis, answering questions from the public on site, and engaging with beach activities ahead of the construction zone.

ATTACHMENTS:

Description	Type
Task Order 10	Exhibit
Task Order 10 Attachments	Exhibit

COMBINED TASK ORDER AND

NOTICE TO PROCEED

TASK ORDER NO. 10 DATE _____

Reference is made to that certain MASTER SERVICES AGREEMENT BETWEEN BAY COUNTY, acting by and through the BAY COUNTY TOURIST DEVELOPMENT COUNCIL as the advisory agency to the County to administer said agreement, AND Dewberry Engineers, Inc. as assignee of Preble-Rish, Inc., d/b/a DEWBERRY|PREBLE-RISH, relating to PROFESSIONAL, COASTAL ENGINEERING SERVICES FOR THE GULF BEACHES AND SHORELINE RENOURISHMENT PROJECT dated December 7th, 2010, as amended November 17th, 2015, (the Agreement), the terms, conditions and definitions of which are incorporated herein as if set forth in full. Neither party is in breach of the Agreement.

1. Pursuant to the Agreement, Engineer agrees to perform the specific tasks set forth upon incorporated Attachment A, Scope of Services, relating to the 2017 beach renourishment inspector services.

2. Engineer's total compensation for the services to be provided by it under this Task Order shall be determined by one of the following methods as mutually agreed upon by both parties and as further defined in Attachment B. Engineer's compensation shall be paid in monthly installments as specified in the Agreement.

__ Engineer's total compensation, including reimbursable expenses, if any, is established in a stipulated sum of $_____.

__ Engineer's total compensation, including reimbursable expenses, if any, is established in a stipulated sum of $_____ , plus the specified allowances listed below which hereafter may be authorized in writing by County Manager or his designee,

allowance of $_____ for _____, and

allowance of $ _____ for_____, and

allowance of $_____ for _____, or

X_ Engineer's total compensation, excluding reimbursable expenses, if any, will be established by a fee determined on a time-involved basis with a maximum cost of $45,000.

If reimbursable expenses are to be paid hereunder, such expenses must be specifically AUTHORIZED AND IDENTIFIED in Attachment B and established at either a fixed amount or a not-to-exceed price identified in said Attachment B.

3. Work shall begin on February 15th, 2017, and shall be substantially completed by June 30th, 2017. Liquidated delay damages are set at the rate of $0 per day. There are no additional rights and obligations related to this Task Order other than as specified in the Agreement. The schedule for the services required hereunder is set forth in Attachment A attached hereto and incorporated herein.

4. Attached hereto as Attachment C is a listing of Engineer's staff who have been assigned to the Project as well as the subconsultants and subcontractors who will be used by Engineer on the Project, if any. No changes to assigned personnel, sub-consultants or subcontracts may be made by Engineer without County's Designated Representative prior written consent.

5. Subconsultant(s) x will not

___ will (and if so the required information is set forth in Attachment D.)

be used for the Work.

Upon execution of this Task Order by both Engineer and County, Engineer is directed to proceed.

IN WITNESS WHEREOF the parties have caused these presents to be executed in their names on the date shown.

Witness:

_____

Print Name:_____

_____

Print Name:_____

DEWBERRY|PREBLE-RISH

By: _____

Name: _____

Its: _____

State of Florida

County of _____

The foregoing instrument was acknowledged before me on _____, 2017, by _____, on behalf of and as the _____, of Dewberry|Preble-Rish.

_____
Notary Public

Personally Known _____ OR Produced Identification
Type of Identification Produced : _____

Signature page to Task Order No. 10

BOARD OF COUNTY COMMISSIONERS

BAY COUNTY, FLORIDA

ATTEST:

BY: _____

William Dozier, Chairman

_____

Bill Kinsaul, Clerk

Approved for form:

_____

Office of County Attorney

Dewberry | PREBLE-RISH

Dewberry Engineers Inc.
203 Aberdeen Parkway
Panama City, FL 32405

850.522.0644
850.522.1011 fax
www.dewberry.com

January 19, 2017

VIA E-MAIL (drowe@visitpanamacitybeach.com)

Mr. Dan Rowe
Executive Director
Bay County Tourist Development Council
17001 Panama City Beach Parkway
Panama City Beach, Florida 32413

RE: 2017 TDC Beach Renourishment Project March/April
Professional Inspection Services

Dear Mr. Rowe:

Dewberry | Preble-Rish (DPR) is pleased to provide this proposal to the Bay County TDC for professional inspection services for the ***2017 TDC Beach Renourishment Project March/April***, Bay County, Florida.

Based on rates included in the master services agreement as well as the project's needs, DPR proposes to provide the following scope of services and associated hourly fees as requested:

TASK 1.0 – INSPECTION SERVICES

Inspector duties shall include the following services:

- Observe dredging contractor daily construction activities, noting any/all items/issues and prepare daily reports and be in daily contract with project personnel
- Complete daily observation checklist (template to be provided by CB&I). Daily checklists are to be submitted at the end of each work day to CB&I and Ms. Armbruster (electronically)
- While on duty, hourly sand sample collection, analysis, and archiving: drying dredge sample in oven and analyzing color, archiving 2 samples in Ziploc bags labeled with dredge, time, location, and color analysis
- First thing upon arrival in morning, walking beach constructed overnight and performing same sand sample collection, analysis, and archiving from areas constructed overnight
- Engaging with public and answering questions about construction activities
- Engage with beach activities ahead of the active construction zone and alerting beach service and other vendors of construction activities ahead of construction
- Maintaining contact with CB&I engineers to address any items or issues that need to be relayed to CB&I from the construction site

Hourly Services Not To Exceed: 45,000.00

Approximate Hours Expected:

- **During Mobilization:** 4 hrs/day, 3 days
- **During Construction:** 12 hrs/day for central/east end, and 8 hrs/day at Pinnacle Port likely broken up as 4 hrs in morning and 4 hrs late day when construction is occurring at 2 sites;
  - If dredge goes down for weather/mechanical and will be down for >8 hrs, inspector may show up for an hr/day to observe construction site and then leave.
  - As of now, construction is expected to occur at 2 locations (Pinnacle Port and central/east end) for 3 weeks from mid-March to early April; from early April to mid to end of April it will occur only for central/east end
- **Demobilzation:** 4 hrs/day, 3 days
- Not to exceed 600 hrs @ $75.00/hr

A detailed description of Dewberry | Preble-Rish personnel assigned to this project is included as **Attachment A**. A detailed cost estimation spreadsheet for the inspection services is included as **Attachment B**.

If you have any questions, please give me a call at 850.571.1185. We look forward to working with you on this project.

Sincerely,
DEWBERRY | PREBLE-RISH

Eric Pitts
Senior Project Manager

Proposal Accepted By:

_____
Mr. Dan Rowe, Executive Director

cc: Ms. Lisa Armbruster, Sustainable Beaches via larmbruster@sustainablebeaches.com)
Mr. Cliff Wilson, P.E., Vice President, Dewberry | Preble-Rish, via cwilson@dewberry.com
Mr. Jonathan Sklarski, P.E., Branch Manager, Dewberry | Preble-Rish, via jsklarski@dewberry.com

K:\PROPOSALS\TDC Beach Renourishment\cover letter.docx

ATTACHMENT B

2017 TDC BEACH RENOURISHMENT PROJECT

ESTIMATION OF COSTS - NOT TO EXCEED $45,000.00

TASK	Sr. Project Manager $135	Project Engineer I $75	Senior Inspector $55	Admin Assistant $45	Total **Projected Cost**
1.0. INSPECTION SERVICES					
1.1. Mobilization	5.0	10.0	12.0	12.0	$2,625
1.2. Construction	22.0	24.0	620.0	19.55	$39,750
1.3. Demobilzation	5.0	10.0	12.0	12.0	$2,625
	32.0	44.0	644.0	43.6	$45,000

Attachment B

Dewberry | PREBLE-RISH

Dewberry Engineers Inc.
203 Aberdeen Parkway
Panama City, FL 32405

850.522.0644
850.522.1011 fax
www.dewberry.com

ATTACHMENT A

2017 TDC Beach Renourishment Project

March/April

Staff assigned to this project:

Senior Project Manager – Eric Pitts

Project Engineer I – John Whittington

Senior Inspector – Wesley Chevillot

Senior Inspector – Gilbert Griffin

Executive Admin Assistant – Susie Pitts

Bay County Board of County Commissioners
Agenda Item Summary

2017 Beach Renourishment Construction Management and Engineering Services

DEPARTMENT MAKING REQUEST/NAME:
Tourist Development Council Dan Rowe, Executive Director

MEETING DATE: 2/21/2017

REQUESTED MOTION/ACTION:
It is recommended that the Board of County Commissioners approve and authorize the Chairman to execute Task Order 11 with CB&I Coastal Planning & Engineering, Inc. for the 2017 beach renourishment construction management and engineering services in the amount of $153,547 plus an allowance of $23,760 in the event the construction period is longer than anticipated. This project will be paid from the Third Cent Tax Trust Fund (Account 0291-5303104).

AGENDA
Tourist Development Council - Consent

BUDGETED ITEM? Yes
BUDGET ACTION:
None needed.
FINANCIAL IMPACT SUMMARY STATEMENT:
TDC Beach Nourishment Account 0291-5303104

BACKGROUND:
The beach renourishment project will be under construction during March and April 2017 by Weeks Marine. As engineer of record, CB&I will be responsible for overall construction management and the on-going project engineering during construction. Services include finalizing construction volumes and templates for the project based on updated survey data, overall construction observation to determine if construction is in compliance with plan and specs, review of shell screening method, analysis and submittal of permit-required sand sampling results, submittal of contractor and permit-required reporting to agencies, quality assurance/confirmation of fill placement volumes provided by the contractor, and review/recommendations on contractor payment submittals.

ATTACHMENTS:

Description	Type
Task Order 11	Exhibit
Task Order 11 Attachments	Exhibit

COMBINED TASK ORDER AND

NOTICE TO PROCEED

TASK ORDER NO. 11 DATE _____

Reference is made to that certain MASTER SERVICES AGREEMENT BETWEEN BAY COUNTY, acting by and through the BAY COUNTY TOURIST DEVELOPMENT COUNCIL as the advisory agency to the County to administer said agreement, AND COASTAL PLANNING AND ENGINEERING, INC, now known as CB&I COASTAL PLANNING AND ENGINEERING, INC, relating to PROFESSIONAL, COASTAL ENGINEERING SERVICES FOR THE GULF BEACHES AND SHORELINE RENOURISHMENT PROJECT dated December 7th, 2010, as amended November 17th, 2015, (the Agreement), the terms, conditions and definitions of which are incorporated herein as if set forth in full. Neither party is in breach of the Agreement.

1. Pursuant to the Agreement, Engineer agrees to perform the specific tasks set forth upon incorporated Attachment A, Scope of Services, relating to the 2017 beach renourishment construction management and engineering services.

2. Engineer's total compensation for the services to be provided by it under this Task Order shall be determined by one of the following methods as mutually agreed upon by both parties and as further defined in Attachment B. Engineer's compensation shall be paid in monthly installments as specified in the Agreement.

__ Engineer's total compensation, including reimbursable expenses, if any, is established in a stipulated sum of $_____.

X_ Engineer's total compensation, including reimbursable expenses, if any, is established in a stipulated sum of $153,547, plus the specified allowances listed below which hereafter may be authorized in writing by County Manager or his designee,

allowance of $23,760 for additional construction services, and

allowance of $ _____ for_____, and

allowance of $_____ for _____, or

__ Engineer's total compensation, excluding reimbursable expenses, if any, will be established by a fee determined on a time-involved basis with a maximum cost of $_____.

If reimbursable expenses are to be paid hereunder, such expenses must be specifically AUTHORIZED AND IDENTIFIED in Attachment B and established at either a fixed amount or a not-to-exceed price identified in said Attachment B.

3. Work shall begin on execution of this Task Order and shall be substantially completed by June 30th, 2017. Liquidated delay damages are set at the rate of $(not applicable). There are no additional rights and obligations related to this Task Order other than as specified in the Agreement.

4. Attached hereto as Attachment C is a listing of Engineer's staff who have been assigned to the Project as well as the subconsultants and subcontractors who will be used by Engineer on the Project, if any. No changes to assigned personnel, sub-consultants or subcontracts may be made by Engineer without County's Designated Representative prior written consent.

5. Subconsultant(s) _X will not

___ will

be used for the Work, as needed, provided the County shall for each requested task approve the personnel involved.

Upon execution of this Task Order by both Engineer and County, Engineer is directed to proceed.

IN WITNESS WHEREOF the parties have caused these presents to be executed in their names on the date shown.

Witness:

CB&I Coastal Planning & Engineering, Inc.
f/k/a Coastal Planning & Engineering, Inc.

_____

Print Name:_____

By: _____

Name: _____

Its: _____

_____

Print Name:_____

State of Florida

County of _____

The foregoing instrument was acknowledged before me on _____, 2017, by _____, on behalf of and as the _____, of CB&I Coastal Planning & Engineering, Inc., f/k/a Coastal Planning & Engineering, Inc.

_____
Notary Public

Personally Known _____ OR Produced Identification
Type of Identification Produced : _____

Signature page to Task Order No. 11

BOARD OF COUNTY COMMISSIONERS

BAY COUNTY, FLORIDA

ATTEST:

BY: _____

_____

William Dozier, Chairman

Bill Kinsaul, Clerk

Approved for form:

_____

Office of County Attorney

Exhibit B
SCOPE OF COASTAL ENGINEERING SERVICES FOR
CONSTRUCTION ENGINEERING SERVICES
January 2017

Introduction:

This scope of engineering services to be performed by CB&I Coastal Planning & Engineering, Inc. (CB&I) is for construction coastal engineering services in support of the 2017 interim renourishment of Panama City Beach.

The following will be provided by CB&I under the scope of services:

Task 1: Pre-Construction

Before construction begins, CB&I will coordinate with State and Federal agencies and the selected Contractor as required. A CB&I engineer will attend the pre-construction conference in person and additional team members will participate in the meeting via phone as necessary. The permits will be reviewed and discussed as required by the permit. We will participate in the meeting and provide input as related to the project and scope of work, the construction methodology, technical specifications and schedule, construction access and work areas, and the specific conditions of the permits and approvals for the project.

CB&I will prepare 2 bound copies of the bid package including permits, construction plans and technical specifications. These packages will be kept on site at each active construction area for use by the County's 3rd party construction inspector.

Based upon the pre-construction surveys collected by the Contractor, CB&I will recalculate project volumes by reach prior to construction. In consultation with the Tourist Development Council (TDC), construction volumes by reach will be finalized to meet the TDC's project objectives. As construction progresses, construction templates will be refined to achieve the target construction volumes by reach, based upon the before-dredge surveys collected by the Contractor.

Task 2: During Construction

CB&I will conduct construction observations to determine if construction of the beach renourishment project is substantially in compliance with the plans and specifications, and with permit authorizations granted for the work. It is assumed the dredging portion of the construction phase will be up to 30 days long. During the beach renourishment construction, CB&I will be on-site every day of active work to observe the compliance of the beach renourishment project with regulatory approvals and communicate all findings to the TDC project manager. An engineering representative familiar with construction observation and construction administration will observe construction daily, with periodic evening and dredge visits, and be on call throughout project construction. Daily contractor reports and permit-

required environmental monitoring reports will be reviewed and their submission to the appropriate agencies tracked by the on-site engineer.

CB&I will be in attendance and participate in weekly construction progress meetings in person and via conference call. CB&I will also provide office engineering support during the construction phase, and supplemental site visits by a senior coastal engineer approximately once per week.

CB&I will be assisted by 3rd party construction inspectors hired by the County, during active construction. The inspector will perform duties defined by a quality assurance/quality control task list prepared by CB&I and the TDC project manager. CB&I will provide supplies and direction for the inspector to perform hourly monitoring of the placed sand quality.

Sand quality will be a priority during all site visits and CB&I engineers will review screening methods, and progress samples collected by the construction inspectors. In compliance with the FDEP permitted sediment QA/QC plan, CB&I will collect and analyze sand samples and prepare and submit the permit-required sediment testing results report.

Beach survey data will be collected by the contractor, which CB&I will review for quality assurance and provide confirmation of the computation of fill placement volumes provided by the contractor.

Following notification that construction activities are deemed to be complete and all payment sections have been approved, CB&I will observe demobilization of the construction and staging areas. If applicable, a punch list of remaining tasks or actions to be addressed by the Contractor will be prepared. CB&I will conduct a final observation of the construction and staging areas following final clean up.

If the construction activities are down for more than 2 days, the down days beyond 2 will not be counted towards CB&I's allotted active construction days. During construction services will resume once construction activities resume.

Task 3: Post-Construction

A CB&I Professional Engineer will serve as the engineer of record for this project and will visit the site during and after construction is completed. After receipt of necessary project documentation, the engineer of record will prepare the project certification. Based largely on surveys, daily reports and observations made by CB&I and inspectors, CB&I will prepare a project certification and as-built report. The post-construction/annual monitoring survey and report is not part of this proposal.

CB&I will review in progress and final applications for payment and will make recommendations to the TDC.

Task 4: Contingency Support

Based on the contractor's proposed construction schedule, it is anticipated that there will be up to 30 days of active dredging and sand placement. If the construction schedule is extended, Task 4 will be utilized for CB&I to conduct additional engineering services during active construction including: on sight observations, contractor coordination, engineering calculations and progress meetings. This task will be on an informal notice to proceed basis from the TDC.

Confidentiality Statement

The information contained in this proposal is confidential commercial information and shall not be disclosed, except for evaluation purposes, provided that if a contract is awarded to CB&I Coastal Planning & Engineering Inc. as a result of or in connection with the submission of this proposal, the requester shall have the right to use or disclose the data to the extent provided in the contract. This restriction does not limit the requestor's right to use or disclose any technical data obtained from another source without restriction.

Attachment B

EXHIBIT C
FEE PROPOSAL FOR COASTAL ENGINEERING SERVICES
2017 INTERIM BEACH RENOURISHMENT PROJECT
PANAMA CITY BEACHES, FL

		LABOR COSTS												EXPENSES						
TASK DESCRIPTION	**Sub-Total**	**Principal Engineer**	**EOR/ Project Manager**	**Senior Coastal Engineer**	**Junior Coastal Engineer**	**Senior Marine Biologist**	**Professional Surveyor & Mapper**	**Professional Geologist**	**Junior Geologist**	**Senior CAD Operator**	**GIS Operator**	**CAD Operator**	**Clerical**	**Lodging**	**Airfare**	**Meals**	**Rental Car**	**Parking Fees**	**Sampling Equipment**	**Additional Active Construction Days**
TASK 1: Pre-Construction	**$29,715.00**	2	46	62	48	6	4			3	8	16	4	$275	3	7	5	3		
TASK 2: During Construction	**$92,962.00**	8	38	156	360	16	4	2	16	3	16	16	6	$6,050	9	48	48	9	$770	
TASK 3: Post-Construction	**$30,870.00**	2	46	60	48	6	4	4	32	2	2	12	4	$550	2	6	3	2		
TASK 4: Contingency - Additional Construction Services	**$23,760.00**														2					10
TOTAL HOURS		12	130	278	456	28	12	6	48	8	26	44	14		16	61	56	14		10
UNIT COST PER HOUR		$215.00	$175.00	$145.00	$95.00	$135.00	$165.00	$125.00	$85.00	$100.00	$90.00	$85.00	$68.00		$880.00	$36.00	$66.00	$22.00		$2,200.00
SUB- TOTAL		$2,580.00	$22,750.00	$40,310.00	$43,320.00	$3,780.00	$1,980.00	$750.00	$4,080.00	$800.00	$2,340.00	$3,740.00	$952.00	$6,875.00	$14,080.00	$2,196.00	$3,696.00	$308.00	$770.00	$22,000.00
TOTAL	**$177,307.00**																			

Exhibit D
Personnel Assigned to During Construction Engineering Services

Thomas Pierro, PE
Stephen Keehn, PE
Tara Brenner, PG, PE
William Reilly, PE
Spencer Waganaar, EI
Lauren Floyd
Angela Belden
Gary Krystyniak
Heather Vollmer
Tracie McCauley

Bay County Board of County Commissioners
Agenda Item Summary

Water Treatment Plant - Iron Humate Residuals Disposal Services

DEPARTMENT MAKING REQUEST/NAME:
Utility Services Benjamin Blitch P.E., Director

MEETING DATE: 2/21/2017

REQUESTED MOTION/ACTION:
Board: 1) Approve Amendment #3 to the Iron Humate Residual Disposal Services contract to allow for additional quantities to be hauled and disposed at the contracted rate, and 2) Authorize the Chairman to execute the contract amendment.

AGENDA
Utility Services - Consent

BUDGETED ITEM? Yes
BUDGET ACTION:
If approved, additional budget funds will be transferred to the contracted services account if needed.
FINANCIAL IMPACT SUMMARY STATEMENT:
Cost for additional quantities are in the FY2017 Utilities Capital Budget

BACKGROUND:
On October 1, 2013 the Board approved the Iron Humate Residual Disposal Services contract with R&E Farms, LLC to haul and dispose of Water Treatment Plant process sludge **(Exhibit 1)**. On August 5, 2014 The Board approved Amendment #1 authorizing a 5% price increase, and on September 17, 2014 Amendment #2 was approved, acknowledging the merger of R&E Farms, LLC into GreenSouth Solutions, LLC.
The original contract estimated an annual disposal quantity of approximately 5,000 wet tons. However, additional plant maintenance and a capital improvement project for maintaining the plant sediment basins have required additional disposal needs. Amendment #3 provides for additional quantities to be hauled and disposed at the contracted rate **(Exhibit 2).**

Therefore, staff recommends Board: 1) Approve Amendment #3 to the Iron Humate Residual Disposal Services contract to allow for additional quantities to be hauled and disposed at the contracted rate, and 2) Authorize the Chairman to execute the contract amendment.

ATTACHMENTS:

Description	Type
Exhibit 1 - R&E Farms Executed Contract 10-01-13	Backup Material
Exhibit 2 - Amendment #3 Iron Humate Residual Disposal	Backup Material

Bay County Utilities Svc Dept
OCT 24 2013
RECEIVED

CONTRACT 13-36
for
IRON HUMATE RESIDUAL DISPOSAL SERVICES

This Contract, dated October 1, 2013 is between the Bay County Board of County Commissioners, at 840 West 11th Street, Panama City, FL 32401 ("County"), and R&E Farms, LLC., at 625 Burnt Street, Black, AL 36314 ("Contractor").

1. Scope of Work

The County desires to hire Contractor to provide Iron Humate Residual Disposal Services. The Contractor will perform those services stated in the attached **Exhibit 1**, Iron Humate Residual Disposal Scope of Services. The Contractor hereby agrees to provide the following services to the County according to ITB 13-36 Iron Humate Residual Disposal Services said documents being incorporated into this agreement as if fully set out herein, and the Contractors response thereto, said documents being attached as **Exhibit 2**, to the extent they are not inconsistent with this Agreement.

The Contractor shall be responsible for obtaining and maintaining all necessary operating and environmental permits and/or licenses in connection with its performance of its obligations under this agreement. All methods and means employed during the execution of this contract cannot violate any FDEP and USEPA regulations

2. Term

This Contract shall commence upon Notice to Proceed and continue in effect through September 30, 2014. At the sole discretion of the COUNTY, the contract may be renewed for three (3) additional one-year periods under the same terms and bid prices.

3. Contract Price

The COUNTY shall pay the CONTRACTOR for services provided pursuant to the following schedule: CONTRACTOR shall bill the COUNTY based on the CONTRACTOR'S proposal cost of $29.00 per wet ton hauled and disposed by primary method of disposal (land application) or $60.00 per wet ton hauled and disposed by alternate method of disposal (landfill) as identified in Bay County Bid Number ITB 13-36. Payments shall be made in accordance with the Florida Prompt Payment Act, Chapter 218, Florida Statutes.

4. Independent Contractor

At all times material to this Contract, Contractor shall be an independent contractor and Contractor, Contractor's employees, subcontractors, or agents shall not be considered as agents, representatives, employees or servants of the County. Contractor assumes full responsibility for supervising and directing its own employees, subcontractors or agents.

5. Contractor's Personnel

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

6. Cooperation

Contractor agrees to perform each phase of the work at the scheduled time and in the scheduled sequence. Contractor will cooperate with the Utility Services Director or their designee as requested and specifically to allow the County to inspect the performance of work of this Contract.

7. Materials, Supplies, Etc.

Contractor shall furnish and supply all tools, materials, consumable supplies and equipment, safety devices and equipment, and any special clothing that are required to perform the work of this Contract and consistent with the requirements of the ITB.

8. County Representative

The County Utility Services Director or a designee has authority to designate the work to be done by Contractor, to inspect such work, and to resolve questions which arise between the parties. The Contractor or the Contractor'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.

9. Laws, Rules and Regulations

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

b. Illegal Alien Labor: Contractor 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. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor is in compliance with such laws. Contractor 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 subcontractors. Contractor shall pay all cost incurred to initiate and sustain the verification programs.

c. Termination for Cause: Failure of the Contractor to comply with the provision of this section shall constitute grounds for the County to immediately terminate this Contract for cause and declare the Contractor to be non-responsible for bidding or proposing on future contracts for one year from the date the County notifies the Contractor of such non-compliance.

10. Insurance

During the term of this Contract, Contractor will purchase and maintain insurance and comply with the Bay County Insurance Requirements which are attached as **Exhibit 3** to this Contract and incorporated by reference.

12. Hold Harmless and Indemnification

a. The Contractor shall indemnify and hold harmless the County, and its officers and employees, from any and all claims, suits, actions, damages, liabilities, expenditures, or causes of action of any kind, losses, penalties, interest, demands, judgments, and costs of suit, including attorney's fees and paralegals' fees, for any expense, damage, or liability incurred by any of them, whether for bodily or personal injury or death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with Contractor's performance of the contract or by any person, firm, or corporation to whom any portion of the performance of this Contract is subcontracted to or used by the Contractor, or by any other person.

b. The parties understand and agree that such indemnification by the Contractor 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.

c. The Contractor'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.

13. Duty to Pay Defense Costs and Expenses

a. The Contractor 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 Hold Harmless and Indemnification paragraph or 2) other claims arising out of the Contractor's performance of the Contract and in which the County has prevailed.

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

c. 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.

14. 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:	For the Contractor:
Bay County Utility Services Department	R&E Farms, LLC
Attn: Paul Lackemacher	Attn: William Rivenbark
3410 Transmitter Road	625 Burnt Street
Panama City, FL 32401	Black, AL 36314

The Contractor 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 Contractor's notification of address change is sufficient if sent by email or facsimile.

15. Assignment

Contractor shall not assign in whole or in part any part of the work of this Contract except with prior written consent of the County.

16. Entire Agreement

All proposals, negotiations and representations regarding the work of this Contract are merged in this instrument. Any amendment or modification of this Contract shall be in writing and signed by the duly authorized representatives of the parties.

17. Termination of Contract

The County may terminate this Contract at any time for cause and may also terminate this Contract with or without cause by giving at least thirty (30) days' prior written notice to Contractor.

18. 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 bid form and attachments are next.
c. The initial bid provisions are final priority.

19. Governing Law & Venue

This Contract is governed by the laws of the State of Florida. The proper venue for any action regarding this contract is in the appropriate Court in Bay County, Florida.

[SIGNATURES ON THE FOLLOWING PAGE]

Executed by:

BOARD OF COUNTY COMMISSIONERS
BAY COUNTY, FLORIDA

By: _____
George B. Gainer, Chairman

Attest:

_____
Bill Kinsaul, Clerk of Court

Approved as to form

_____
Office of Bay County Attorney

Contractor
R&E Farms, LLC

By: _____
(Authorized Representative)

Its: Co/owner

STATE OF Alabama
COUNTY OF Geneva

This Contract was acknowledged and subscribed before me the undersigned notary this 10 day of October, 2013, by William Ryan Rush as co/owner of R&E Farms, LLC and with proper authority, and who is personally known by me or produced identification of Driver License

_____
Notary Public

EXHIBITS:
1. ITB 13-36 Scope of Services
2. Contractor's Response to ITB 13-36
3. Insurance Requirements

BID FORM
ITB NO: 13-36

This proposal of R+E Farms, LLC., hereinafter called "BIDDER," organized and existing under the laws of the State of Alabama doing business as R+E Farms, LLC. (Insert a corporation", "a partnership" or "an individual" as applicable), is hereby submitted to the Board of County Commissioners, Bay County, hereinafter called "OWNER."

In compliance with the Advertisement for Bids, BIDDER hereby proposes to perform all work, as detailed in this bid.

By submission of this BID, each Bidder certifies, and in the case of a joint BID each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication or agreement as to any matter relating to this BID with any other BIDDER or with any other competitor.

Bids will be assessed on the lowest possible cost to the County, provided the contractor has no serious environmental violations.

Bidder agrees to perform all the work described in the Contract Documents for the following:

Price per wet ton (2,000 pounds) of Iron Humate Residuals Hauled and Disposed of (Cost will be proportionately applied to any fraction of a ton):

Primary method of disposal Land App $ 29.00 /wet ton

Alternate method of disposal Land Fill $ 60.00 /wet ton

Submitted By: R+E Farms, LLC.
Name of Firm/Contractor Submitting This Bid

Bid Prepared By: Will Rivenbark
Name of Individual Who Prepared This Bid

Address: 625 Burnt St, Black, AL. 36314

Phone: 334-534-1116 E-mail: riven3828@gmail.com

Contractor's License No. _____

Signature of Authorized Representative of Firm/Contractor

Date 9-5-13

SEAL: *(If bid is by Corporation)*

EXHIBIT 1
WATER PLANT OPERATIONS
IRON HUMATE RESIDUALS DISPOSAL
SCOPE OF SERVICES

1. Quantity: Approximately 5,000 wet tons per year.
   No Minimum or Maximum Guaranteed.

2. Specifications:

   a. The treatment residual is free of debris such as stones, paper, plastic, wood and other waste products.

   b. The treatment residual does not typically contain specific impurities in excess of the following limits (by dry weight):

Arsenic	10 mg/kg	Copper	20 mg/kg
Cadmium	10 mg/kg	Zinc	20 mg/kg
Nickel	<10 mg/kg	Lead	30 mg/kg
Mercury	<0.3 mg/kg	Selenium	30 mg/kg
Molybdenum	15 mg/kg	Iron	480,000 mg/kg

   c. Pesticides and herbicides are typically non-detectable in the treatment residual.

   d. The percent solids of the treatment residuals is in the 14-60% range and it passes the paint filter criteria.

   e. Contractor agrees to provide and pay for all sampling and testing required at no expense to Bay County.

   f. Specifications - Hauling of Iron Humate Residuals

      The weight of each truckload shall be based on the weight of the truck (first empty, then full) as weighed on the certified scales at the Bay County Waste to Energy facility. This facility is located approximately 7 miles north of the Water Plant on US Highway 231 at the Bay Industrial Park. The operating hours at the Waste to Energy facility are from 7:00 a.m. to 4:00 p.m.

There is no charge to the Contractor for the weighing service at the Bay County Waste to Energy facility. However, if the Contractor uses certified scales at any other location, the Contractor is responsible for the payment of the weighing service and the scale ticket must be sent to the Bay County Utility Services Department within (5) five days.

The truck number and the time and date of the weigh-in service must be listed on the scale ticket. The truck weight will be used to calculate payment for each truckload.

Any and all treatment residuals accepted by the Contractor are the responsibility of the Contractor, with no risk or liability to Bay County.

g. The Contractor agrees to haul and dispose of or reuse the partially dried treatment residuals anytime the volume stored reaches a minimum of approximately 100 cubic yards. Bay County will notify the Contractor when this volume is reached and will request that hauling operations begin within 2 business days. At least an estimated 75% of the stored residuals must be removed within the next 7 calendar days after notification from Bay County. Bay County agrees to provide a front-end loader and operator to load the open haul trucks provided by the bidder. Trucks must arrive at the Water Treatment Plant before 3:00 p.m. to be loaded.

3. The Contractor shall be responsible for obtaining and maintaining all necessary operating and environmental permits and/or licenses in connection with its performance of its obligations under this agreement. All methods and means employed during the execution of this contract cannot violate any FDEP and USEPA regulations

4. Commercial Conditions:
   a. Pricing: All pricing shall be in terms of a price per wet ton of iron humate residuals hauled and disposed of. The price of the Iron Humate Residuals Disposal shall be fixed for the Initial Term of this agreement and shall not be subject to any price escalation or fuel surcharges (the "Base Price"). If the parties agree to renew the agreement, Bay County may consider a price change in any of the renewal years based on verifiable changes in the marketplace.

EXHIBIT 2

BAY COUNTY BOARD OF COUNTY COMMISSIONERS

PURCHASING DEPARTMENT
840 WEST 11th STREET
SUITE 2500
PANAMA CITY, FLORIDA 32401

INVITATION TO BID

IRON HUMATE RESIDUAL DISPOSAL

SUBMITTED BY:

R+E Farms, LLC,
625 Burnt St
Black AL 36314

ITB No. 13-36

ADDENDUM ACKNOWLEDGEMENT

I acknowledge receipt of the following addenda:

ADDENDUM NO. 1 DATED Aug 13, 2013

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

Name of Firm: R+E Farms, LLC.

Authorized Signature: [signature]

Printed Name: Will Rivenbark

Title: co/owner

Date: 9-5-13

It is the responsibility of the firm to ensure that they have received addendums if issued.

Call (850) 248-8270 or email Purchasing@baycountyfl.gov prior to submitting your bid to ensure that you have received addendums.

A PROUD PAST
A BRIGHT FUTURE

BOARD OF COUNTY COMMISSIONERS

www.baycountyfl.gov

POST OFFICE BOX 1818
PANAMA CITY, FL 32402

COMMISSIONERS:

MIKE NELSON
DISTRICT I

GEORGE B. GAINER
DISTRICT II

WILLIAM T. DOZIER
DISTRICT III

GUY M. TUNNELL
DISTRICT IV

MIKE THOMAS
DISTRICT V

EDWIN L. SMITH
COUNTY MANAGER

Purchasing Department
840 W. 11th St., Suite 2500
Panama City, FL 32401
Telephone: (850) 248-8270
Fax: (850) 248-8276

August 13, 2013

Prospective Bidders

RE: Addendum No. 1
13-36 Iron Humate Residual Disposal Services

Please accept this as Addendum No. 1, for the above referenced project.

The following questions were received:

1. What is the volume over the last 3 years?
   FY 2011 – 2,646.23 Tons
   FY 2012 – 3,900.98 Tons
   FY 2013 – 3,313.65 Tons through 7/30/13

2. Who is the current contractor? Bay Environmental, Inc.

3. What is the current cost for the services? $26.31 per wet ton hauled/disposed

4. Where is the material currently being disposed? Wetappo Landfill. Wewahitchka, Fl.

5. Is the contractor responsible for loading the material? See ITB Bid Specifications Page 23 section g. The Contractor agrees to haul and dispose of or reuse the partially dried treatment residuals anytime the volume stored reaches a minimum of approximately 100 cubic yards. Bay County will notify the Contractor when this volume is reached and will request that hauling operations begin within 2 business days. At least an estimated 75% of the stored residuals must be removed within the next 7 calendar days after notification from Bay County. Bay County agrees to provide a front-end loader and operator to load the open haul trucks provided by the bidder. Trucks must arrive at the Water Treatment Plant before 3:00 p.m. to be loaded.

Sincerely,

Wendi Sellers

Wendi Sellers
Administrative Services Director

ANTI-COLLUSION CLAUSE

Firm certifies that their response is made without prior understanding, agreement or connection with any Corporation, Firm or person submitting a response for the same services and is in all respects fair and without collusion or fraud.

Name of Firm: R+E Farms, LLC

Authorized Signature: [illegible]

Printed Name: Will Rivenbark

Title: co/owner

Date: 9-5-13

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all firms, must disclose if any Bay County Board of County Commissioner(s), employee(s), elected officials(s), of if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their firm.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your firm), or "no". If yes, give person(s) name(s) and position(s) with your firm.

YES_____ NO X

NAME(S)	POSITION(S)

Name of Firm: R+E Farms, LLC.

Authorized Signature: [signature]

Printed Name: Will Rivenbark

Title: Co/owner

Date: 9-5-13

IDENTICAL TIE BIDS/DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify the following:

(Check one and sign in the space provided.)

___X___ This firm complies fully with the above requirements.

_____ This firm does not have a drug free work place program at this time.

Name of Firm: R + E Farms LLC

Authorized Signature: [signature]

Printed Name: Will Riverbark

Title: Co/owner 9-5-13

SUB-CONTRACTORS

As the bidder, I submit a listing of the Sub-Contractors which I shall use to accomplish the Work. Sub-Contractors are listed by name, address, amount of work and item of work. If none, please state so.

Subcontractor Name and Address: NA

Work to be performed and $ amount: _____

Subcontractor Name and Address: _____

Work to be performed and $ amount: _____

Subcontractor Name and Address: _____

Work to be performed and $ amount: _____

Subcontractor Name and Address: _____

Work to be performed and $ amount: _____

Name of Firm: R & E Farms, LLC.

Authorized Signature: [signature]

Printed Name: Will Rivenbark

Title: Co/owner

Date: 9-5-13

PEGGY C. BRANNON
TAX COLLECTOR, BAY COUNTY
850 W 11th STREET
PANAMA CITY, FLORIDA
32401

PHONE: (850) 248-8501
FLORIDA COLLECTOR
FAX: (850) 248-8540

CERTIFIED

POST OFFICE BOX 2285
PANAMA CITY, FLORIDA 32402

August 6, 2013

To Whom It May Concern:

Please be advised that there are no property listings on the Bay County Tax Roll for R & E Farms LLC.

If you have any questions concerning this matter, or if we may be of any further assistance, please let us know.

Sincerely,

Mark Peel
Tax Dept.

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.

c. The Contractor acknowledges that possession, use, or threat of use of weapons or firearms is not permitted on County property, including in the Contractor's vehicles, unless such possession or use of a weapon is a necessary and an approved requirement of the contract.

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, subcontractors, vendors or consultants to have a substance abuse policy. The employees of such contractors, subcontractors, 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, subcontractor, vendor, or consultant, the County can exercise its right to bar all of the contractor's, subcontractor's, vendor's, or consultants employees from its premises or decline to do business with the contractor, subcontractor, vendor or consultant in the future. All expenses and penalties incurred by a contractor, subcontractor, vendor or consultant as a result of a violation of the County's Substance Abuse Policy shall be borne by the contractor, subcontractor, 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. 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 which 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 he meets 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 which 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 for both General Liability and Business Auto Liability**.

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 N/A 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 subcontractors. 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 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.

☐ **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.

☐ **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 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** $1,000,000.00

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.

R&EFA-1 OP ID: JM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/16/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
SanBuck, Inc.
P.O. Box 311650
Enterprise, AL 36331-1650
John Milton Buck

Phone: 334-347-1977
Fax: 334-347-1664

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ROCKHILL INS. CO	
INSURER B : NATIONAL CASUALTY CO	
INSURER C : ROCKHILL INS CO	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
R & E Farms, LLC
William Rivenbark
625 Burnt St
Black, AL 36314

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC	X		ENVP005290-01	08/16/2013	08/16/2014	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 1,000,000
							PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	X		CA00235111	11/10/2012	11/10/2013	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
C	Pollution Liabilit			ENVP005290-01	08/16/2013	08/16/2014	Site Cov	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Dewatered sludge hauling & liquid sludge hauling. Bay County Board of Commissioners is listed as additional insured with respect to the General Liability and the automobile.

CERTIFICATE HOLDER

BAYCOU1

Bay County Board
of Commissioners
840 W 11th Street
Panama City, FL 32401

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Purchasing Department
840 West 11th Street, Suite 2500
Panama City, FL 32401
Telephone: (850) 248-8270
Fax: (850) 248-8276

NOTICE OF AWARD

BOARD OF COUNTY COMMISSIONERS
www.baycountyfl.gov

POST OFFICE BOX 1818
PANAMA CITY, FL 32402

COMMISSIONERS:

MIKE NELSON
DISTRICT I

GEORGE B. GAINER
DISTRICT II

WILLIAM T. DOZIER
DISTRICT III

GUY M. TUNNELL
DISTRICT IV

MIKE THOMAS
DISTRICT V

EDWIN L. SMITH
COUNTY MANAGER

TO: R&E Farms, LLC
Attn: William Rivenbark
625 Burnt Street
Black, AL 36314

PROJECT DESCRIPTION: 13-36 Iron Humate Residual Disposal Services

Bay County has considered the proposal submitted by you for the above described WORK in response to its Invitation to Bid Number 13-36, dated September 5, 2013. You are hereby notified that your proposal has been accepted.

You are required by the Information for Bidders to execute the Agreement and furnish the required certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said certificates of insurance within ten (10) calendar days from the date of this Notice, Bay County will be entitled to consider all your rights arising out of Bay County's acceptance of your Proposal as abandoned. Bay County will be entitled to such other rights as may be granted by law.

Dated this 4th day of October, 2013.

BAY COUNTY BOARD OF COUNTY COMMISSIONERS

By: Wendi Sellers

Title: Administrative Services Director

cc: Clerk
Department

Bay County Board of County Commissioners
Agenda Item Summary

1. DEPARTMENT MAKING REQUEST/NAME:
Utility Services
Paul Lackemacher, Director

2. MEETING DATE:
October 1, 2013

3. REQUESTED MOTION/ACTION:

Board: 1) Award the Iron Humate Residual Disposal contract to R&E Farms LLC.
2) Authorize the Chairman to sign a 1-year contract (with a three one year renewal option) with R&E Farms LLC.

4. AGENDA

- PRESENTATION ☐
- PUBLIC HEARING ☐
- CONSENT ☒
- REGULAR ☐

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: YES ☒ NO ☐ IF NO, STATE ACTION REQUIRED
BUDGET ACTION:
FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: YES ☐ NO ☐

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT ACTION WILL BE ACCOMPLISHED, (WHO, WHERE, WHEN & HOW)

In response to bid advertisement 13-36, only one bid was received from R&E Farms, LLC.

R&E Farms, LLC was the only bidder with a bid price of $29.00 per wet ton for hauling and disposing via land application and $60.00 per wet ton for hauling and disposing via land fill. The County estimates 5000 wet tons per year for a total price of $145,000.

Therefore, staff recommends the Board: 1) Award the Iron Humate Residual Disposal contract to R&E Farms, LLC and 2) Authorize the Chairman to sign a 1-year contract (with a three one year renewal option) with R&E Farms LLC.

Third Amendment to
Contract 13-36 for Iron Humate Residual Disposal Services

This Third Amendment to the Contract 13-36 for Iron Humate Residual Disposal Services is entered into on February 21, 2017, by and between the Bay County Board of County Commissioners, at 840 W. 11th St., Panama City, Florida 32401 ("County"), and GreenSouth Solutions, LLC at 30043 Edwards Road, Florala, AL 36442 ("Contractor").

1. Intent

The County and Contractor entered into a Contract on October 1, 2013. This amendment is necessary to allow additional quantities to be performed at the same contract rate, as per ITB 13-36 Iron Humate Residual Disposal Services, in the Contract.

2. Amendments

Exhibit 1,1. Quantity, is hereby amended to read:

1. Quantity: As needed. No Minimum or Maximum Guaranteed.

3. Survival of Other Provisions

All other provisions of the original Contract, not amended by this Third Amendment, shall remain in effect.

IN WITNESS WHEREOF, the parties have made and executed this Third Amendment as of the day and year first above written.

Executed by:

BOARD OF COUNTY COMMISSIONERS
BAY COUNTY FLORIDA

By: _____
William T. Dozier, Chairman

ATTEST:

_____
Bill Kinsaul, Clerk of Court

Approved as to form

_____
Office of Bay County Attorney

GREENSOUTH SOLUTIONS, LLC

By: _____
(Authorized Representative)

Its: _____

STATE OF ALABAMA
COUNTY OF _____

This Amendment was acknowledged and subscribed before me the undersigned notary this _____ day of _____, 2017, by _____, as co-owner of GreenSouth Solutions, LLC and with proper authority, and who is personally known by me or produced identification of _____.

_____
Notary Public

Bay County Board of County Commissioners
Agenda Item Summary

High Density Lime Slurry Design Build Award

DEPARTMENT MAKING REQUEST/NAME:
Utility Services Benjamin Blitch P.E., Director

MEETING DATE: 2/21/2017

REQUESTED MOTION/ACTION:
Board 1) Authorize staff to negotiate a contract with the first ranked firm Marshall Brothers Construction & Engineering, Inc.; and 2) Authorize staff to negotiate a contract with the second ranked firm, Royal American Construction Co., Inc., if an acceptable agreement cannot be reached with the first ranked firm.

AGENDA
Utility Services - Consent

BUDGETED ITEM? Yes
BUDGET ACTION:
None needed.
FINANCIAL IMPACT SUMMARY STATEMENT:
This project is funded out of rates from the utility fund.

BACKGROUND:
Request for Proposals (RFP) 17-02 High Density Lime Slurry System Design Build Project was advertised on October 28, 2016 and November 15, 2016. Qualified responses were received from three (3) firms on January 6, 2017. The Board ranked the firms as follows:

1) Marshall Brothers Construction & Engineering, Inc.
2) Royal American Construction Co., Inc.
3) The Creel Company, Inc.

Staff requests the Board 1) Authorize staff to negotiate a contract with the first ranked firm Marshall Brothers Construction & Engineering, Inc.; and 2) Authorize staff to negotiate a contract with the second ranked firm Royal American Construction Co., Inc., if an acceptable agreement cannot be reached with the first ranked firm.

Bay County Board of County Commissioners
Agenda Item Summary

Bay County Industry Recruitment, Retention and Expansion Grant Agreement

DEPARTMENT MAKING REQUEST/NAME:	**MEETING DATE:** 2/21/2017
Bay Economic Development Alliance, Becca Hardin, President	

REQUESTED MOTION/ACTION:
Board to 1) authorize staff to draft an agreement to provide incentives to GKN Aerospace Florida, Inc. for the creation and retention of high paying jobs in Bay County with the terms as described in the board memo; and 2) authorize the Chairman to sign such an agreement as approved by the County Attorney's Office.

AGENDA	**BUDGETED ITEM?** No
Outside Agencies - Regular	BUDGET ACTION: Future budgets will be augmented as the Company achieves its' job milestones. FINANCIAL IMPACT SUMMARY STATEMENT: The General Fund will only pay out portions of the $750,000 less any fees (approximately $250k) that are credited to the company as the company achieves its' job milestones. It is estimated that the impact could be $400k-$500k from the General Fund over a period of years.

BACKGROUND:
GKN Aerospace Florida, Inc. (f/k/a “Project Gondola”) recently announced its plans to establish a manufacturing facility in Bay County. In May 2016, the Board approved a resolution (#3377) recommending the company be approved as a Qualified Target Industry (QTI) Business and committing local financial support for the Qualified Target Industry Tax Refund Program. After extensive due diligence performed by multiple state agencies, the company’s QTI application was approved. This company has also been approved for the Governor’s Quick Action Closing Fund and the University of West Florida’s Industry, Recruitment Retention and Expansion Fund (“IRREF Grant”).

A proposed Bay County Industry Recruitment, Retention and Expansion Grant Agreement would commit to providing funds and credits to the company to assist in the creation and retention of high paying jobs in Bay County. The proposed grant agreement would establish a fund in the original principal amount of $750,000, which may be reduced by the amount of credits, rebates, refunds or waivers of fees, tax exemptions, or such other manner of capital reimbursement or imbursement issued by the Board to the benefit of the company. Similar to the IRREF Grant and the QTI Program, this grant would be performance-based and payments would not be made until job, wage and capital investment criteria are met and applicable taxes are paid. The grant would be disbursed in annual installments calculated based on the actual number of net new jobs that have been created and maintained in accordance with the requirements of the agreement. The company will be required to create at least 170 net new, private sector full-time equivalent jobs at

an annual wage of $63,156 in Bay County by December 31, 2020, or a mutually agreeable date, and maintain each of those jobs for at least three years from the date of their creation. The company must also expend or invest, or compel a third party to expend invest, at least $55,000,000 on either equipment, construction of new capital facilities, or improvements made to existing capital facilities to be used in the operation of the project in Bay County.

The local economic impact of these net new high-wage jobs and capital investments amounts to an additional 155 new indirect and induced jobs in the Bay County economic and a total economic impact of $69,481,730. The local fiscal impact of this project amounts to $696,822 in annual tax revenue. Please see the attached letter from the HAAS Center **(Exhibit 1)** outlining additional economic impact information.

The Bay Economic Development Alliance supports this company and its plans to establish a facility in Bay County and create 170 new jobs at an average wage of $63,156, which is 150% of the current average wage in Bay County.

ATTACHMENTS:

Description	Type
Ex.1-HAAS Center	Exhibit

December 14, 2016

Ms. Scarlett Phaneuf
Vice President, Bay EDA
Via Electronic Mail – scarlett@bayEDA.com

Dear Ms. Phaneuf:

Thank you for reaching out to us in your economic development efforts. As CREO has been a part of your project, we have decided to internally fund it as part of the Haas Center's commitment to regional economic development efforts.

As I understand the project, you would like a rough estimate of the economic and fiscal impact of creating 170 "net new" jobs in Bay County in the "Other Aircraft Parts and Auxiliary Equipment Manufacturing" industry (NAICS 336413, Sector 359 in IMPLAN). We would normally engage in extensive fact gathering with the client to confirm industry spending patterns, supply chains and worker output in order to run such a scenario within IMPLAN, which is an applied economic Input-Output Model (current version 4.1.0.29851). However, you have indicated that such a level of precision is not required for your purposes. Since this is an entirely new industry in Bay County, we imported national industry spending patterns and output per worker ratios from Okaloosa County to estimate the multipliers for Bay County. The results below should be considered for informational purposes only based upon broad assumptions which have not been verified by the Haas Center.

Total Impact Summary Estimates[1]:

Impact Type	Employment	Labor Income ($) () ()	Value Added ($) () ()	Output ($) () ()
Direct Effect	170	$ 13,921,650	$ 16,716,603	$ 50,370,940
Indirect Effect	60	$ 2,352,264	$ 3,704,150	$ 7,301,792
Induced Effect	95	$ 3,447,936	$ 6,693,983	$ 11,808,999
Total Effect	325	$ 19,721,850	$ 27,114,736	$ 69,481,730

Local Fiscal Impact Estimates[2]:

Description	Tax on Production and Imports
Tax on Production and Imports: Sales Tax	$ 146,573
Tax on Production and Imports: Property Tax	$ 453,025
Tax on Production and Imports: Other Taxes	$ 84,693
Tax on Production and Imports: S/L NonTaxes	$ 12,532
Total	$ 696,822

[1] Glossary of Terms Below
[2] Based upon Florida county average fiscal policies and revenue sources. Substantial analysis would be required to customize such a model specifically for Bay County, Florida.

Please feel free to call or email if you have any questions about the results of this analysis.

Sincerely,

Zach Jenkins
Director

Glossary of Terms (http://support.implan.com/index.php?option=com_glossary&task=list):

Direct effects. The set of expenditures applied to the predictive model (i.e., I/O multipliers) for impact analysis. It is a series (or single) of production changes or expenditures made by producers/consumers as a result of an activity or policy. These initial changes are determined by an analyst to be a result of this activity or policy. Applying these initial changes to the multipliers in an IMPLAN model will then display how the region will respond, economically to these initial changes.

Indirect effects. The impact of local industries buying goods and services from other local industries. The cycle of spending works its way backward through the supply chain until all money leaks from the local economy, either through imports or by payments to value added. The impacts are calculated by applying Direct Effects to the Type I Multipliers.

Induced effects. The response by an economy to an initial change (direct effect) that occurs through re-spending of income received by a component of value added. IMPLAN's default multiplier recognizes that labor income (employee compensation and proprietor income components of value added) is not a leakage to the regional economy. This money is recirculated through the household spending patterns causing further local economic activity.

Output. Output represents the value of industry production. In IMPLAN these are annual production estimates for the year of the data set and are in producer prices. For manufacturers this would be sales plus/minus change in inventory. For service sectors production = sales. For Retail and wholesale trade, output = gross margin and not gross sales.

Value added. The difference between an industry's or an establishment's total output and the cost of its intermediate inputs. It equals gross output (sales or receipts and other operating income, plus inventory change) minus intermediate inputs (consumption of goods and services purchased from other industries or imported). Value added consists of compensation of employees, taxes on production and imports less subsidies, and gross operating surplus. (BEA) Gross value added is the value of output less the value of intermediate consumption; it is a measure of the contribution to GDP made by an individual producer, industry or sector; gross value added is the source from which the primary incomes of the SNA are generated and is therefore carried forward into the primary distribution of income account. (SNA)

Labor Income. All forms of employment income, including Employee Compensation (wages and benefits) and Proprietor Income.

Employment / Jobs. A job in IMPLAN = the annual average of monthly jobs in that industry (this is the same definition used by QCEW, BLS, and BEA nationally). Thus, 1 job lasting 12 months = 2 jobs lasting 6 months each = 3 jobs lasting 4 months each. A job can be either full-time or part-time.

Bay County Board of County Commissioners
Agenda Item Summary

LAP with FDOT for Minnesota Avenue Sidewalk Project

DEPARTMENT MAKING REQUEST/NAME:
Public Works Department Keith Bryant, P.E., PTOE, Director

MEETING DATE: 2/21/2017

REQUESTED MOTION/ACTION:
Board: 1) Approve the Local Agency Program (LAP) Agreement with the Florida Department of Transportation (FDOT) for the construction of a sidewalk on Minnesota Avenue from CR 2321 Baldwin Road to Mosley Drive; and, 2) Authorize the Chairman to sign all agreements and the resolution. (**District I)**

AGENDA
Public Works
- Regular

BUDGETED ITEM? No
BUDGET ACTION:
BUDGET AMENDMENT WILL BE REQUIRED TO RECOGNIZE THE REVENUES AND THE CORRESPONDING EXPENDITURE OF THESE FUNDS.
FINANCIAL IMPACT SUMMARY STATEMENT:
No financial impact to the General Fund.

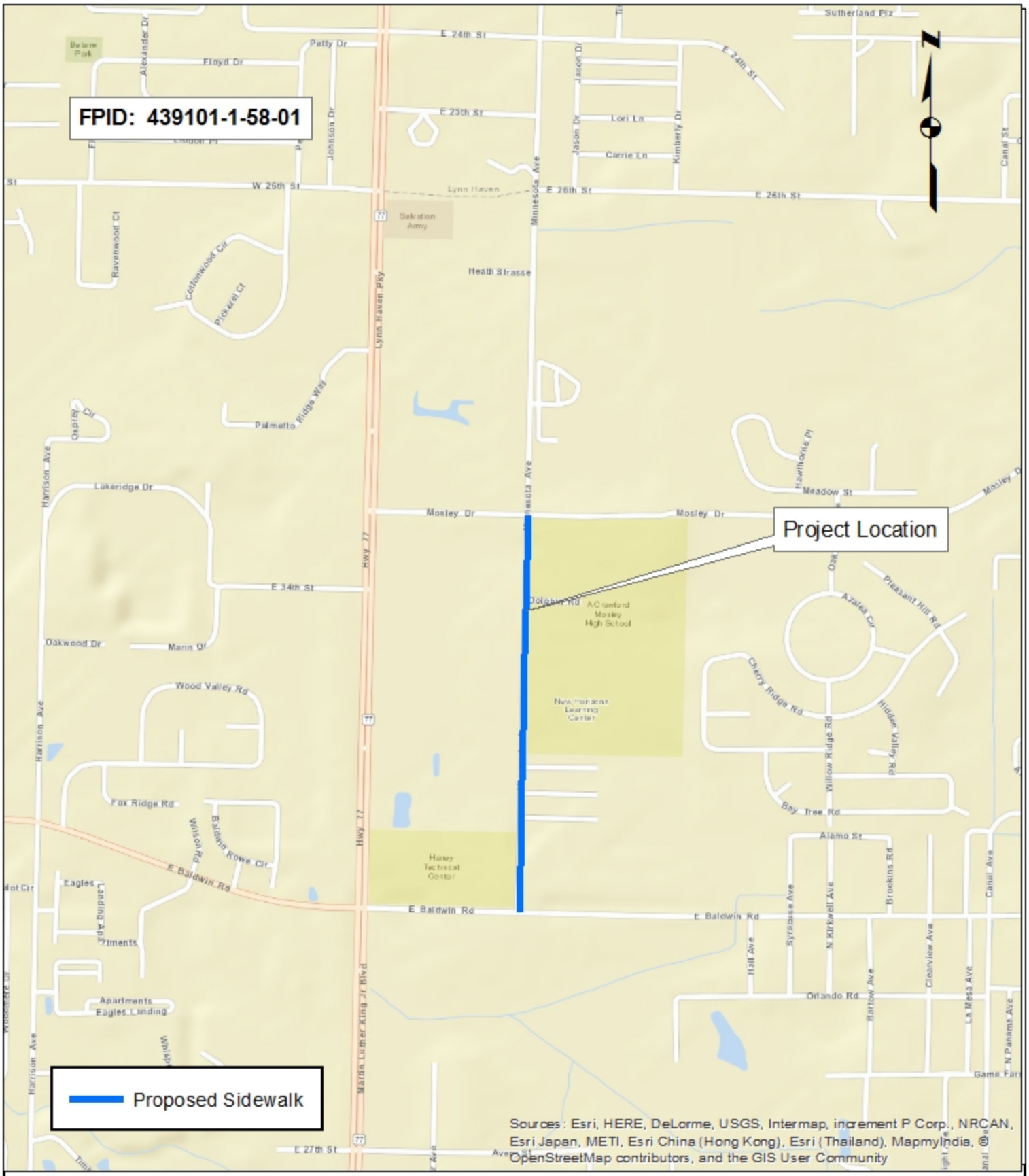
BACKGROUND:
The Florida Department of Transportation has appropriated funding for the construction of a sidewalk on Minnesota Avenue from CR 2321 Baldwin Road to Mosley Drive **(EXHIBIT 1).** The project is within the City of Lynn Haven jurisdiction however the new sidewalk will be a continuation of the sidewalk constructed as a portion of Baldwin Road Widening project. FDOT has requested assistance from Bay County for the execution of the Construction of this project. Provisions in the agreement provide for reimbursement of up to $37,500 for staff time in project management and inspection.

FDOT submitted a LAP Agreement for the construction of the project and requests the Board adopt a resolution **(EXHIBIT 2)** authorizing the Chairman to sign the agreement **(EXHIBIT 3)**. The agreement authorizes expenditures of funds in the amount of $250,000 for the construction of the project and no local match is required. The term of this agreement is from the date of final execution of the agreement until February 28, 2018.

ATTACHMENTS:

Description	Type
Exhibit 1	Exhibit
Exhibit 2 LAP Resolution	Exhibit
Exhibit 3 LAP	Exhibit

Exhibit 1



Minnesota Avenue Sidewalk Project

BAY COUNTY PUBLIC WORKS DEPARTMENT
Engineering Division
840 W. 11th Street
Panama City, Florida 32401

April 22, 2016

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY FLORIDA AUTHORIZING THE COUNTY TO ENTER INTO A LOCAL AGENCY PROGRAM AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION REGARDING FUNDING FOR THE CONSTRUCTION OF MINNESOTA AVENUE SIDEWALK PROJECT; AND PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, the State of Florida Department of Transportation, ("Department") has tentatively agreed to obtain and provide funding for the construction of Minnesota Avenue Sidewalk Project, in Bay County; and

WHEREAS, approval of federal aid necessary to the project requires agreement by the Board of County Commissioners of Bay County, Florida to undertake said project; and

WHEREAS, the Board of County Commissioners of Bay County, Florida ("Board"), desires to cooperate by undertaking the project,

Now, Therefore, Be It Resolved by the Board of County Commissioners of Bay County, Florida:

Section 1. Authority. The Chairman of the Board of County Commissioners is authorized to enter into, modify, or terminate the Local Agency Program Agreement with the Department.

Section 2. Effective date. This resolution shall become effective upon adoption.

Done and adopted by the Board of County Commissioners of Bay County, Florida this _____ day of _____, 2017.

_____
William T. Dozier, Chairman

Attest:

_____
Bill Kinsaul, Clerk

Approved for form:

_____
Office of the County Attorney

LOCAL AGENCY PROGRAM AGREEMENT

FPN: 439101-1-58-01 Fund: SR2T FLAIR Approp: _____
Federal No: 4253-039-C Org Code: _____ FLAIR Obj: _____

FPN: 439101-1-68-01 Fund: SR2T FLAIR Approp: _____
Federal No: 4253-039-C Org Code: _____ FLAIR Obj: _____

FPN: _____ Fund: _____ FLAIR Approp: _____
Federal No: _____ Org Code: _____ FLAIR Obj: _____

County No: 46 (Bay) Contract No: _____ Vendor No: F596000512100
FDOT Data Universal Number System (DUNS) No: 80-939-7102 Local Agency DUNS No: 01-050-1120
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is made and entered into this _____ day of _____, 2017 between the State of Florida, Department of Transportation, an agency of the State of Florida ("Department"), and Bay County B.O.C.C. ("Agency").

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

1. Authority: The Agency, by Resolution No. _____ dated the _____ day of _____, 20__, a copy of which is attached as Exhibit "F" and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section 339.12, Florida Statutes, to enter into this Agreement.

2. Purpose of Agreement: The purpose of this Agreement is to provide for the Department's participation in the construction of Minnesota Avenue Sidealk Project, as further described in Exhibit "A", Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. Term of Agreement: The Agency agrees to complete the Project on or before February 28, 2018. If the Agency does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

4. Project Cost:

A. The total cost of the Project is $ 250,000. This amount is based upon the schedule of funding in Exhibit "B", Schedule of Funding attached to and incorporated in this Agreement. The Agency agrees to bear all expenses in excess of the total cost of the Project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 5.I.

B. The Department agrees to participate in the Project cost up to the maximum amount of $250,000 and as more fully described in Exhibit "B". This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation.

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

i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

ii. Availability of funds as stated in subparagraphs 5.L. and 5.M. of this Agreement;

iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments:

A. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A".

B. Invoices shall be submitted by the Agency in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

C. The Agency shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

D. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" was met.

E. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.

F. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Agency resolves the deficiency. If the deficiency is subsequently resolved, the Agency may bill the Department for the retained amount during the next billing period. If the Agency is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.

G. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to ***Section 55.03(1), F.S.***, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

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

H. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

I. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the agency's contract award amount. If revised, a copy of the Supplemental Agreement shall be forwarded to the Department's Comptroller. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

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

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

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

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

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be

executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations: Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Agency pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

A. The Agency shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;

B. There is any pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;

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

D. There has been any violation of the conflict of interest provisions contained in paragraph 16.J.; or

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

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the Project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

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

A. A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:

i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

ii. Maintains familiarity of day to day Project operations, including Project safety issues;

iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;

iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;

v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;

vii. Is aware of the qualifications, assignments and on-the-job performance of the Agency and consultant staff at all stages of the Project.

B. Once the Department issues the NTP for the Project, the Agency shall be obligated to submit an invoice or other request for reimbursement to the Department on a quarterly basis, beginning from the day the NTP is issued. If the Agency fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the "FHWA" removing any unbilled funding or the loss of State appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Agency will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Agency waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of State appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Agency for future LAP Projects. No cost may be incurred under this Agreement until after the Agency has received a written NTP from the Department. The Agency agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Agency is not able to meet the scheduled advertisement, the District LAP Administrator should be notified as soon as possible.

C. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Agency, and the Project is off the state highway system, then the Department will have to request repayment for the previously billed amounts from the Agency. No state funds can be used on off-system projects, unless authorized pursuant to Exhibit "G", State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.

D. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Agency to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.

E. The Agency shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the Project.

F. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Agency shall use the Department's Local Agency Program Information Tool and applicable information systems as required.

G. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists. Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

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

8. Audit Reports: The administration of resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. The Agency shall comply with all audit and audit reporting requirements as specified below.

A. In addition to reviews of audits conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.

B. The Agency, a non-federal entity as defined by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as defined by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Agency expends a total amount of federal awards equal to or in excess of the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Agency must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. **Exhibit "1", Federal Financial Assistance (Single Audit Act)** to this Agreement provides the required federal award identification information needed by the Agency to further comply with the requirements of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. In determining federal awards expended in a fiscal year, the Agency must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. An audit conducted by the State of Florida Auditor General in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as provided in 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.

iii. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards, the Agency is exempt from federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
5. Withhold further federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to Agency's records including

financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

C. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

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

A. If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 9.B. below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.

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

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

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

E. Upon receipt of any final termination or suspension notice under this paragraph 9., the Agency shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; or (b) furnish a statement of the Project activities and contracts and other undertakings the cost of which are otherwise includable as Project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon

the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the Project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

10. Contracts of the Agency:

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

B. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Agency shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.

C. The Agency shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Agency shall comply with the provisions in the FHWA-1273 form as set forth in Exhibit "C", FHWA 1273 attached to and incorporated in this Agreement. The Agency shall include FHWA-1273 in all contracts with consultants and contractors performing work on the Project.

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

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

12. Compliance with Conditions and Laws: The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations: Agencies are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Agency's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Agency no more than 30 days after final acceptance.

A. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Agency failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Agency developed the

Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, without District involvement/oversight.

B. The District will determine which functions can be further delegated to Agencies that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions: During the performance of this Agreement, the Agency agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

A. The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto. The Agency shall include the attached Exhibit “E”, Title VI Assurances in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

B. The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.

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

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

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

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

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

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

G. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

A. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of this Contract."

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity.

To the fullest extent permitted by law, the Agency's consultant shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the consultant and persons employed or utilized by the consultant in the performance of this Contract.

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity."

B. The Agency shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Agency shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Agency shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Miscellaneous Provisions:

A. The Agency will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits. The Agency shall include in all contracts and subcontracts for amounts in excess of $150,000, a provision requiring compliance 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).

B. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

C. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

D. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

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

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

G. In the event that this Agreement involves constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

H. Upon completion of right-of-way activities on the Project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

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

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

continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

K. The Agency may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.

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

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

N. The Agency:

i. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Agency during the term of the contract; and

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

O. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

P. 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.

Q. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

R. Exhibits

i. Exhibit "A", Project Description and Responsibilities, is attached and incorporated into this Agreement.

ii. Exhibit "B", Schedule of Funding, is attached and incorporated into this Agreement.

iii. ☒ If this Project includes Phase 58 (construction) activities, then Exhibit "C", FHWA FORM 1273, is attached and incorporated into this Agreement.

iv. ☐ An Alternative Pay Method is used on this Project. If an alternative Pay Method is used on this Project, then Exhibit "D", Alternative Pay Method, is attached and incorporated into this Agreement.

v. Exhibit "E", Title VI Assurances is attached and incorporated into this Agreement.

vi. Exhibit "F", the Agency Resolution authorizing entry into this Agreement, is attached and incorporated into this Agreement.

vii. ☐ State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "G", State Funds Addendum, is attached and incorporated into this Agreement.

viii. ☒ This Project is located off the State Highway System and includes funding for landscaping. If this Project is located off the State Highway System and includes funding for landscaping, then Exhibit "L"is attached and incorporated into this Agreement.

ix. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then Exhibit "R" is attached and incorporated into this Agreement.

x. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, Exhibit "RL" is attached and incorporated into this Agreement.

xi. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, Exhibit "T" is attached and incorporated into this Agreement.

xii. Exhibit "1", Federal Financial Assistance (Single Audit Act) is attached and incorporated into this Agreement.

xiii. ☐ State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "2", State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

AGENCY Bay County B.O.C.C.

By: _____
Name:
Title:

Attest: _____
Title:

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name: Jared Perdue, P.E.
Title: Director of Transportation Development

Legal Review:

_____

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 439101-1-58-01 & 439101-1-68-01

This exhibit forms an integral part of the Local Agency Program Agreement between the State of Florida, Department of Transportation and

Bay County B.O.C.C.

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 0.621 Miles

PROJECT DESCRIPTION:

Minnesota Avenue from CR 2321 Baldwin Road to Mosley Drive. The installation of sidewalk on one side of Minnesotal Avenue from East Baldwin Avenue to Mosley Drive in Bay County.

SPECIAL CONSIDERATIONS BY AGENCY:

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

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Agency shall not begin until a Notice to Proceed has been issued by the Department.

The Agency shall ensure that the project will be constructed within the exsisting right of way.

The Agency shall be responsible for obtaining all permits associated with the project.

The Agency will submit to the Department the bid and award intent for review and concurrence prior to award and will submit the signed bid contract upon execution of the document.

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

Off the State Highway System (Off-System) LAP construction projects must be administered in accordance with either Local Agency Specifications that have been approved by the Department; the pre-approved FDOT LAP ("Big Four") Specifications; or Divisions II and III of the FDOT Standard Speciftcations for Road and Bridge Construction and implemented modifications in accordance with the LAP Manual. The Agency will be responsible for all project level inspection and verification testing.

On the State Highway System (On-System) LAP construction projects must be administered in accordance with the FDOT Construction Project Administration Manual (Topic no. 700-000-000). Materials will be inspected in accordance with the FDOT Sampling Testing and Reporting Guide by Material Description and the FDOT Materials Manual (Topic No. 675-

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

000-000). Divisions II and III of the FDOT Standard Specifications for Road and Bridge Construction and implemented modifications must be used in accordance with the LAP Manual. The Agency will be responsible for all project level inspection, verification testing, and assuring all data are entered into Laboratory Information Management Systems (LIMS). In addition, the following Off the State Highway System (Off-System) and Off the National Highway System projects will be administered as above: all bridge projects; box culverts; and all projects with a construction value of $10 million or more.

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

a) Study to be completed by N/A.
b) Design to be completed by N/A.
c) Right-of-Way requirements identified and provided to the Department by N/A.
d) Right-of-Way to be certified by N/A.
e) Construction contract to be let by June 30, 2017.
f) Construction to be completed by February 28, 2018.

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

SPECIAL CONSIDERATIONS BY DEPARTMENT:

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

The Department will issue Notice to Proceed to the Agency after final design plans and the project Bid Package to include Specifications, updated construction estimate, draft construction contract, and completed Construction checklist have been reviewed and approved.

EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS	FPN: 439101-1-58-01 & 439101-1-68-01
Bay County Board of County Commissioners Bay County Government Center, Engineering Division 840 W 11th Street, Panama City, FL 32401	

TYPE OF WORK By Fiscal Year	FUNDING			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Planning-18 FY:				
FY:				
FY:				
Total Planning Cost				
Project Development & Environment (PD&E) - 28 FY:				
FY:				
FY:				
Total PD&E Cost				
Design - 38 FY:				
FY:				
FY:				
Total Design Cost				
Right-of-Way - 48 FY:				
FY:				
FY:				
Total Right-of-Way Cost				
Construction-58 FY: 2017	$212,500	$0.00	$0.00	$212,500
FY: 2018	$0.00	$0.00	$0.00	$0.00
FY: 2019	$0.00	$0.00	$0.00	$0.00
FY: 2020	$0.00	$0.00	$0.00	$0.00
Total Construction Cost	$212,500	$0.00	$0.00	$212,500
Construction Engineering and Inspection (CEI) - 68 FY: 2017	$37,500	$0.00	$0.00	$37,500
FY: 2018	$0.00	$0.00	$0.00	$0.00
FY: 2019	$0.00	$0.00	$0.00	$0.00
Total CEI Cost	$37,500	$0.00	$0.00	$37,500
Operations – 88 FY:				
FY:				
FY:				
Total Operations Costs				
TOTAL COST OF THE PROJECT	$250,000	$0.00	$0.00	$250,000

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

EXHIBIT "C"

FHWA FORM 1273
FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – COMPLIANCE WITH FHWA 1273.

The FHWA-1273 version dated May 1, 2012 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address: http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.

Exhibit "E"
TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

(1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") ***Title 49, Code of Federal Regulations, Part 21,*** as they may be amended from time to time, (hereinafter referred to as the ***REGULATIONS),*** which are herein incorporated by reference and made a part of this contract.

(2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by ***Section 21.5*** of the ***REGULATIONS,*** including employment practices when the contract covers a program set forth in ***Appendix B*** of the ***REGULATIONS.***

(3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the ***REGULATIONS*** relative to nondiscrimination on the basis of race, color, national origin, or sex.

(4.) **Information and Reports:** The contractor shall provide all information and reports required by the ***REGULATIONS*** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such ***REGULATIONS,*** orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation,* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the contractor under the contract until the contractor complies, and/or

b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the ***REGULATIONS,*** or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation,* and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) **Compliance with Nondiscrimination Statutes and Authorities**: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

EXHIBIT "F"

AGENCY RESOLUTION

The agency Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT "L"

LANDSCAPE MAINTENANCE

Paragraph 16.L is modified to include the following provisions:

1. Until such time as the Project is removed from the project highway pursuant to paragraphs 3 and 4 of this Exhibit, the Agency shall, at all times, maintain the Project in a reasonable manner and with due care in accordance with all applicable Department guidelines, standards, and procedures hereinafter called "Project Standards." Specifically, the Agency agrees to:

   a) Properly water and fertilize all plants, keeping them as free as practicable from disease and harmful insects;

   b) Properly mulch plant beds;

   c) Keep the premises free of weeds;

   d) Mow and/or cut the grass to the proper length;

   e) Properly prune all plants which responsibility includes removing dead or diseased parts of plants and/or pruning such parts thereof which present a visual hazard for those using the roadway; and

   f) Remove or replace dead or diseased plants in their entirety, or remove or replace those plants that fall below original Project Standards.

   The Agency agrees to repair, remove or replace at its own expense all or part of the Project that falls below Project Standards caused by the Agency's failure to maintain the same in accordance with the provisions of this Exhibit. In the event any part or parts of the Project, including plants, has to be removed and replaced for whatever reason, then they shall be replaced by parts of the same grade, size, and specification as provided in the original plans for the Project. Furthermore, the Agency agrees to keep litter removed from the project highway.

2. Maintenance of the Project shall be subject to periodic inspections by the Department. In the event that any of the aforementioned responsibilities are not carried out or are otherwise determined by the Department to not be in conformance with the applicable Project Standards, the Department, in addition to its right of termination under paragraph 4(a) in this Exhibit, may at its option perform any necessary maintenance without the need of any prior notice and charge the cost thereof to the Agency.

3. It is understood between the parties to this Agreement that any portion of or the entire Project may be removed, relocated or adjusted at any time in the future as determined to be necessary by the Department in order that the adjacent state road be widened, altered or otherwise changed to meet with the future criteria or planning of the Department. The Agency shall be given notice regarding such removal, relocation or adjustment and shall be allowed 60 days to remove all or part of the Project at its own cost. The Agency will own that part of the Project it removed. After the 60-day removal period, the Department will become the owner of the unresolved portion of the Project, and the Department then may remove, relocate or adjust the Project as it deems best, with the Agency being responsible for the cost incurred for the removal of the Project.

4. This Exhibit shall remain in force during the life of the originally installed landscaping and/or the life of any replacement landscaping installed with the mutual consent of the parties hereto until superseded by a Landscape Maintenance Agreement between the Department and the Agency.

EXHIBIT 1

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.:	20.205
CFDA Title:	Highway Planning and Construction Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site:	**https://www.cfda.gov/**
Award Amount:	**$250,000.00**
Awarding Agency:	Florida Department of Transportation
Award is for R&D:	No
Indirect Cost Rate:	N/A

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
http://www.ecfr.gov/

OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*
http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf

OMB Circular A-133 Compliance Supplement 2014
http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2014

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

OMB Circular A-87 (Revised), *Cost Principles for State, Local and Indian Tribal Governments*
http://www.whitehouse.gov/omb/circulars_a087_2004/

OMB Circular A-102, *Grants and Cooperative Agreements with State and Local Governments*
http://www.whitehouse.gov/omb/circulars_a102/

Title 23 – Highways, United States Code
http://uscode.house.gov/browse/prelim@title23&edition=prelim

Title 49 – Transportation, United States Code
http://uscode.house.gov/browse/prelim@title49&edition=prelim

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141
http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf

Federal Highway Administration – Florida Division
http://www.fhwa.dot.gov/fldiv/

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
https://www.fsrs.gov/

Bay County Board of County Commissioners
Agenda Item Summary

Ordinance allowing Special Magistrate to hear Code Enforcement cases

DEPARTMENT MAKING REQUEST/NAME:
Office of the County Attorney Jennifer Shuler

MEETING DATE: 2/21/2017

REQUESTED MOTION/ACTION:
Board to conduct a public hearing and adopt the attached ordinance amending Bay County Code Sec. 7-28 to allow the board of county commissioners to designate a special magistrate to hear code enforcement cases.

AGENDA
County Attorney - Public Hearing

BUDGETED ITEM? No
BUDGET ACTION:
A budget amendment will be needed if approved. Funds will be moved from contingencies to fund this item.
FINANCIAL IMPACT SUMMARY STATEMENT:
Unknown at this time. It will depend on the number of cases sent to the special magistrate. This will effect the General Fund.

BACKGROUND:
Currently, Bay County has a Code Enforcement Board that hears all code enforcement cases for the County. In December 2014, the Code Enforcement Division was assigned responsibility to oversee enforcement in all unfit and unsafe structure cases resulting in a significant increase in caseload. This increased caseload has caused a backlog of cases needing to be heard by the Code Enforcement Board which can delay enforcement action by several months.

Staff proposes that the use of a Special Magistrate to hear lower priority and repeat code enforcement cases as needed to clear the backlog of cases and shorten enforcement time. Both Florida Statute Chapter 162 and Bay County Code currently allow the Board to designate a Special Magistrate to hear code enforcement cases. However, this proposed code amendment clarifies that the Board need not refer cases to the Special Magistrate on a case by case basis but can, instead, more broadly refer cases as needed. The amendment also clarifies that the Special Magistrate would have the same enforcement status as the Code Enforcement Board.

Staff recommends that the Board conduct a public hearing and adopt the attached ordinance amending Bay County Code Sec. 7-28.

ATTACHMENTS:

Description	Type

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY, FLORIDA AMENDING CHAPTER SEVEN, ARTICLE II, CODES ENFORCEMENT BOARD, OF THE BAY COUNTY CODE; MODIFYING THE PROVISION THAT ALLOWS THE BOARD OF COUNTY COMMISSIONERS TO DESIGNATE A SPECIAL MAGISTRATE TO HEAR CODE ENFORCEMENT CASES.

NOW THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Bay County, Florida as follows:

SECTION 1. Chapter 7, Article II, Codes Enforcement Board, is amended with additions being identified as underlined text and deletions as strikethroughs as follows:

Sec. 7-28. – Created; composition; terms; removal; organization.

(a) Pursuant to F.S. ch. 162, there is hereby created a codes enforcement board of the county which shall consist of seven members All members shall be residents of the county and shall serve without compensation. The board <u>of county commissioners</u> may also designate a special ~~master~~ <u>magistrate</u> to perform the functions of the codes enforcement board ~~on a case by case basis~~. <u>A special magistrate shall have the same status as the codes enforcement board under this chapter. References in this chapter to the codes enforcement board shall include a special magistrate if the context permits</u>.

SECTION 2. SEVERABILITY. It is hereby declared to be the intent of the Board of County Commissioners of Bay County, Florida that if any section, subsection, clause, phrase, or provision of this Ordinance is held invalid or unconstitutional, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining provisions of this Ordinance.

SECTION 3. INCLUSION IN CODE. It is the intention of the Board of County Commissioners of Bay County, Florida, and it is hereby provided, that the provisions of this Ordinance shall become and be made a part of the Code of Bay County, Florida: that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention: and that the word “ordinance” may be changed to “section”, “article” or other appropriate designation.

SECTION 4. EFFECTIVE DATE. A certified copy of this Ordinance as enacted shall be filed by the Clerk of the Board with the office of the Secretary of State of the State of Florida within ten (10) days after enactment, and this Ordinance shall take effect immediately in accordance with Section 125.66 (2), Florida Statutes.

DULY ADOPTED in regular session this ____day of _____ 2017.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
BAY COUNTY, FLORIDA

_____
Bill Kinsaul, Clerk

_____
William T. Dozier, Chairman

Approved as to form:

_____
Office of County Attorney

Bay County Board of County Commissioners
Agenda Item Summary

Resolution Designating Special Magistrate

DEPARTMENT MAKING REQUEST/NAME:
Office of the County Attorney Jennifer Shuler

MEETING DATE: 2/21/2017

REQUESTED MOTION/ACTION:
Board to approve the attached resolution designating that a Special Magistrate is authorized to hear code enforcement cases and delegating to the County Attorney the authority to hire a Special Magistrate.

AGENDA
County Attorney - Public Hearing

BUDGETED ITEM? No
BUDGET ACTION:
A budget amendment will be needed to fund this expenditure if approved.
FINANCIAL IMPACT SUMMARY STATEMENT:
This will be paid from the General Fund. The amount is unknown at this time. It will depend on how often the special magistrate is used.

BACKGROUND:
Staff has proposed an amendment to Bay County Code Sec. 7-28 that would allow the Board to designate a Special Magistrate to hear code enforcement cases as needed to address a backlog of cases and shorten enforcement time. The attached resolution would designate the Special Magistrate, as required by the language of Bay County Code Sec. 7-28, and delegate to the County Attorney the authority to hire the Special Magistrate to hear code enforcement cases as needed.

ATTACHMENTS:

Description	Type
Resolution Designating Special Magistrate	Resolution Letter

RESOLUTION NO._____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY FLORIDA DESIGNATING A SPECIAL MAGISTRATE TO HEAR CODE ENFORCEMENT CASES AND DELEGATING TO THE COUNTY ATTORNEY THE AUTHORITY TO HIRE A SPECIAL MAGISTRATE

RECITALS

WHEREAS, currently, Bay County has a Code Enforcement Board that hears all code enforcement cases for the County. However, both Chapter 162 of Florida Statutes and Chapter 7 of the Bay County Code gives the Board of County Commissioners the authority to also designate a Special Magistrate to hear code enforcement cases; and

WHEREAS, in December 2014, the Code Enforcement Division was assigned responsibility to oversee enforcement in all unfit and unsafe structure cases. This added responsibility has significantly increased the caseload of the department and also increased the amount of cases scheduled for hearing before the Code Enforcement Board, which has caused a backlog increasing enforcement time by several months; and

WHEREAS, the Code Enforcement Board is comprised of seven members and includes an architect, engineer, general contractor and a realtor and therefore, the Code Enforcement Board is well qualified to continue hearing code enforcement cases, especially those involving unfit and unsafe structures; and

WHEREAS, designating that a Special Magistrate is also authorized to hear code enforcement cases, especially lower priority and repeat code violation cases, would help decrease the backlog of cases and lead to faster, more efficient code enforcement.

NOW, Therefore, Be It Resolved by the Board of County Commissioners of Bay County, Florida as follows:

Section 1. The Board hereby:

a) Designates that a Special Magistrate is authorized to hear code enforcement cases as needed.
b) Delegates to the County Attorney the authority to hire a Special Magistrate to hear code enforcement cases.

Section 2. Effect on other ordinances or resolutions. By this Resolution the Board does not intend to amend, delete or annul the intent or effect of any existing ordinance or resolution affecting the powers and authority of the Code Enforcement Board or County Attorney.

Section 3. Severability: If any section, subsection, clause or phrase of this resolution 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 resolution and each section, subsection, clause and phrase hereof, irrespective of the fact that any one or more sections, sentences, clauses and phrases be declared illegal, invalid, or unconstitutional, and all resolutions or ordinances or parts of ordinances or resolutions in conflict with the provisions of this resolution are hereby repealed.

Done and adopted by the Board of County Commissioners of Bay County, Florida this _____day of _____2017.

_____
William T. Dozier, Chairman

ATTEST:

_____
Bill Kinsaul, Clerk of the Circuit Court

Approved as to form:

_____
County Attorney's Office

Bay County Board of County Commissioners
Agenda Item Summary

Portions of Vance St. and Dorothy Ave. ROW Abandonment

DEPARTMENT MAKING REQUEST/NAME:
Public Works Department Keith Bryant, P.E., PTOE

MEETING DATE: 2/21/2017

REQUESTED MOTION/ACTION:
Board: 1) Conduct a public hearing to consider the abandonment of a portion of Vance Street, platted by virtue of the 5th and 6th addition of The Pines Subdivision, and a portion of Dorothy Ave. as recorded in The Pines 5th addition; and, 2) If approved, adopt a resolution to abandon; and, 3) Authorize the Clerk of the Court to record the resolution. **(District V)**

AGENDA
Public Works - Public Hearing

BUDGETED ITEM? N/A
BUDGET ACTION:
None needed.
FINANCIAL IMPACT SUMMARY STATEMENT:
There is no impact regarding this transaction.

BACKGROUND:
Mr. Richard Cox, has requested that Bay County consider the abandonment of a un-opened portion of Vance Street right of way which is 820 feet long and 30 feet wide, platted by virtue of the plat of The Pines 5th and 6th Additions. Also, Mr. Cox is requesting abandonment of the southerly 150 feet of Dorothy Ave., a 60 foot wide right-of-way, as platted in The Pines 5th Addition. Vance St. right-of-way is unimproved and Dorothy Ave. is paved **(EXHIBIT 1, 2 and 3).** Mr. Cox owns the land abutting the rights-of-ways being requested for abandonment. A letter outlining the public benefit of the resolution has been provided by the applicant. **(EXHIBIT 4)**

All procedures have been followed for the abandonment request and a resolution approving the abandonment has been prepared **(EXHIBIT 5)**. A notice of public hearing was advertised in the newspaper on February 1, 2017. **(EXHIBIT 6).**

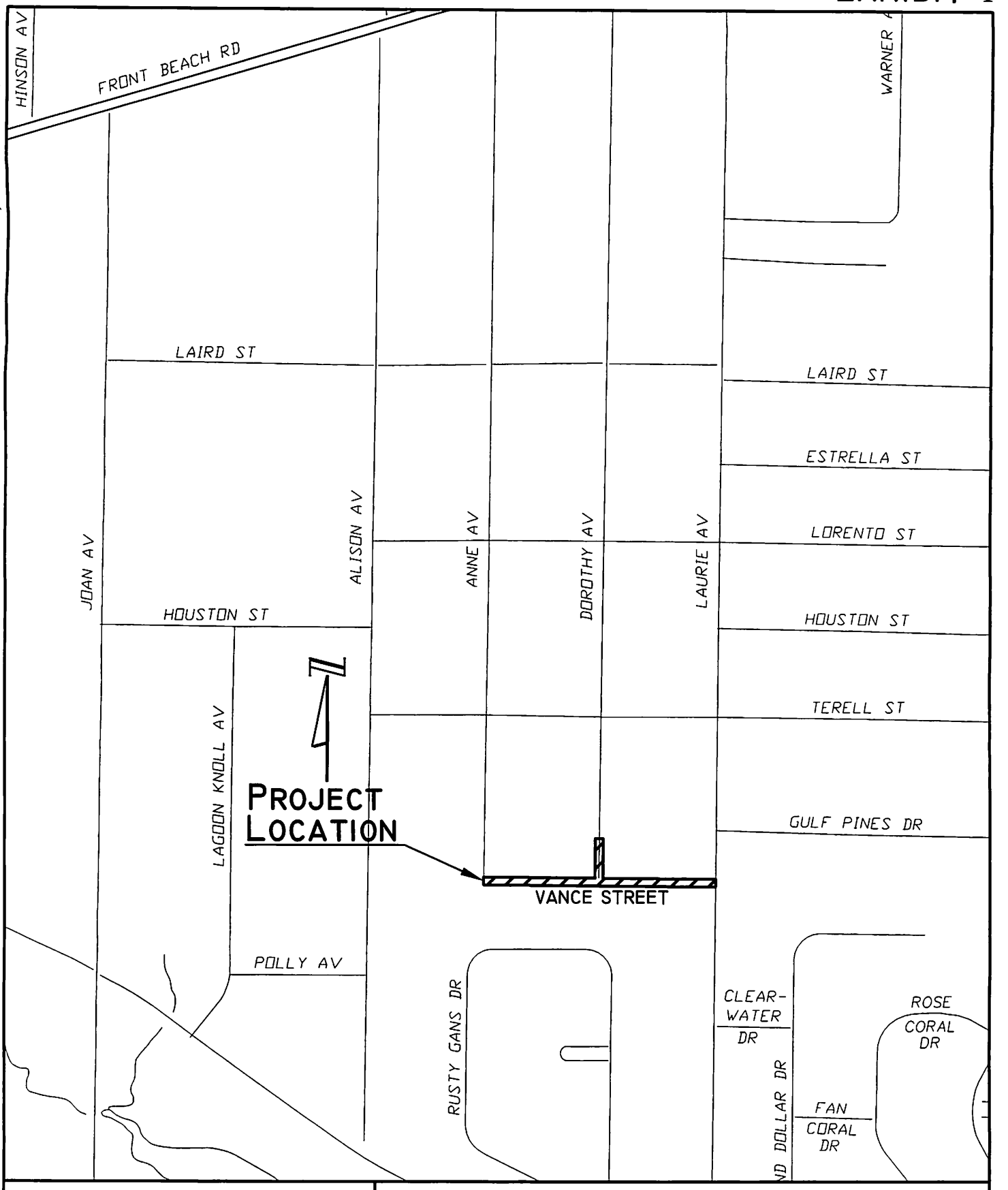
ATTACHMENTS:

Description	Type
Exhbit 1	Exhibit
Exhibit 2	Exhibit
Exhibit 3	Exhibit
Exhibit 4	Exhibit
Exhibit 5	Exhibit

Exhibit 6

Exhibit

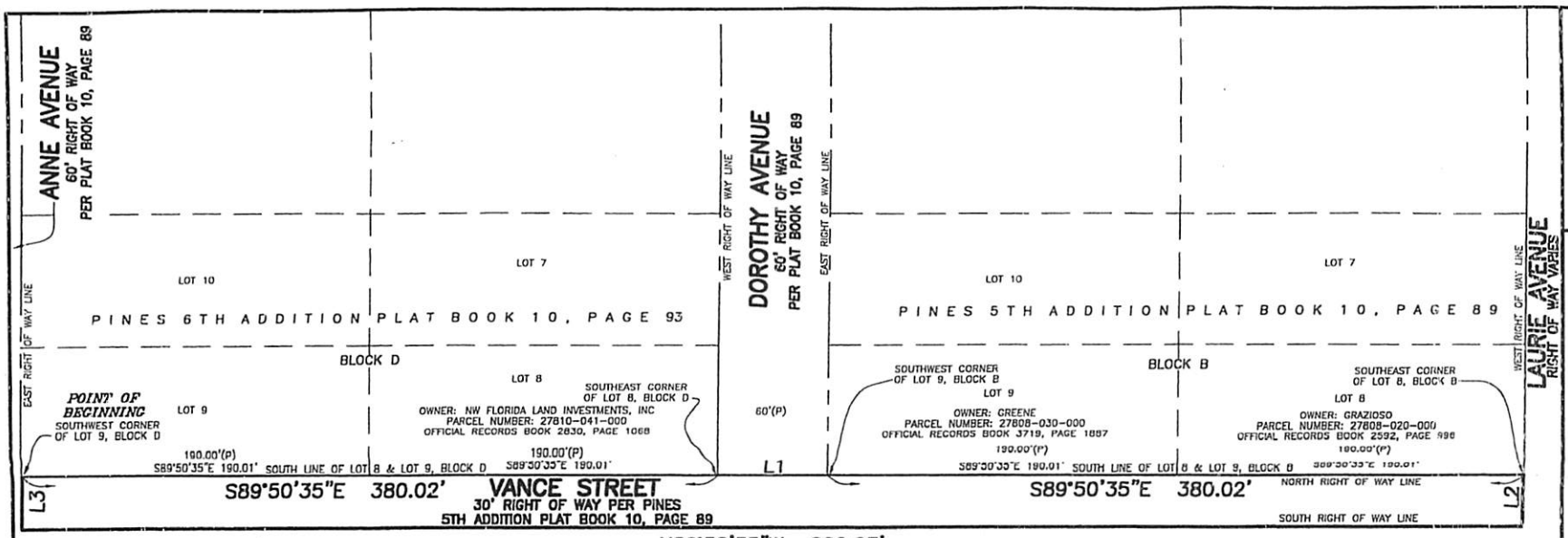
EXHIBIT 1



ENGINEERING DIVISION BAY COUNTY GOVERNMENT CENTER 840 W. 11TH STREET PANAMA CITY, FL 32401 PHONE: (850) 248-8301	PROPOSED ABANDONMENT OF PORTIONS OF VANCE STREET AND DOROTHY AVENUE VICINITY MAP					
	Scale N/A	Date Drawn 20 JAN. 17	By DJG	Checked By RZ	Project# N/A	Page 1 of 1

Drawing name: S:\LD3\Z DANNYs LOCATION MAPs, DWGs\PDF LOCATION MAPS\PROPOSED ABANDONMENT OF A PORTION OF VANCE ST (20 JAN 17).dwg ~ Date plotted: February 03, 2017 - 3:22pm

EXHIBIT 2



LINE TABLE		
LINE #	BEARING	LENGTH
L1	S89°50'35"E	60.00'
L2	S00°37'40"W	30.00'
L3	N00°38'00"E	30.00'

LEGEND & ABBREVIATIONS:

(P) = PLAT CALL

1" = 60'
GRAPHIC SCALE
0 30 60 120

DESCRIPTION (NEWLY CREATED):

BEGIN at the of Southwest corner of Lot 9, Block D per the Plat of Pine 6th Addition being in Plat Book 10, page 93 of the Public records of Bay County, Florida, also being the North right of way line of Vance Street (30 foot right of way); thence South 89°50'35" East, along the said North right of way line and the South line of said Lot 9 and Lot 8, Block D 380.02 feet to the West right of way line of Dorothy Avenue also being the Southeast corner of said Lot 8, Block D; thence continue South 89°50'35" East, along said North right of way line 60.00 feet to the East right of way line of said Dorothy Avenue also being the Southwest corner of Lot 9, Block B being per Plat of Pine 5th Addition being in Plat Book 10, page 89 of the Public records of Bay County, Florida; thence continue South 89°50'35" East, along said North right of way line and the South line of said Lot 9 and Lot 8, Block B 380.02 feet to the intersection of West right of way line of Laurie Avenue with Southeast corner of said Lot 8, Block B; thence departing said North right of way South 00°37'40" West, 30.00 feet to the South right of way line of said Vance Street; thence North 89°50'35" West, along said South right of way 820.03 feet to THE POINT OF BEGINNING.

SURVEYOR'S REPORT:

1. Easements or rights of way that appear on recorded plans or that have been furnished to the surveyor by others have been incorporated into this drawing with appropriate notation. Other easements may be discovered by a search of the Public Records.
2. Minimum Horizontal Accuracy for this survey is in accordance with the STANDARDS OF PRACTICE set forth by the Board of Professional Surveyors and Mappers in Chapter 5J-17 requirements of Florida Administration Code. The map and measurement methods used for this survey meet or exceed this requirement. The dimensions shown hereon are in United States standard feet and decimals thereof.
3. This survey does not determine ownership of the lands shown hereon.
4. Survey map and report or the copies thereof are not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.
5. Features shown by symbol as indicated in the legend are not to scale.
6. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
7. Bearings shown hereon are GRID and based on the South line of Lot 9, Block D, Pines 5TH Addition, Plat Book 10, Page 89, being N89°50'35"W. Bearings and distances shown hereon are measured unless otherwise noted.
8. Adjacent property information shown hereon, that was not furnished to this surveyor, was compiled using latest available data. No attempt was made by this firm to verify its accuracy.

NOTICE OF LIABILITY:

This survey is certified to those individuals shown on the face thereof. Any other use, benefit or reliance by any other party is strictly prohibited and restricted. Surveyor is responsible only to those certified and hereby disclaims any other liability and hereby restricts the rights of any other individual or firm to use this survey, without express written consent of the surveyor.

SOUTHEASTERN SURVEYING AND MAPPING CORPORATION
1150 Highway 90 Chipley, Florida 32428
(850) 638-0780
Certification Number 12208
email: info@southeasternsurveying.com

THOMAS M. KEND P.S.M.
PROFESSIONAL LAND SURVEYOR
FLORIDA NO. 5824

Sketch of Description

Project: Laurie Avenue, Panama City, Florida

Certified to: Gortemoller Engineering, Inc.

Field Date: 11-10-2016

Drawn By: C.Corbitt Sr.

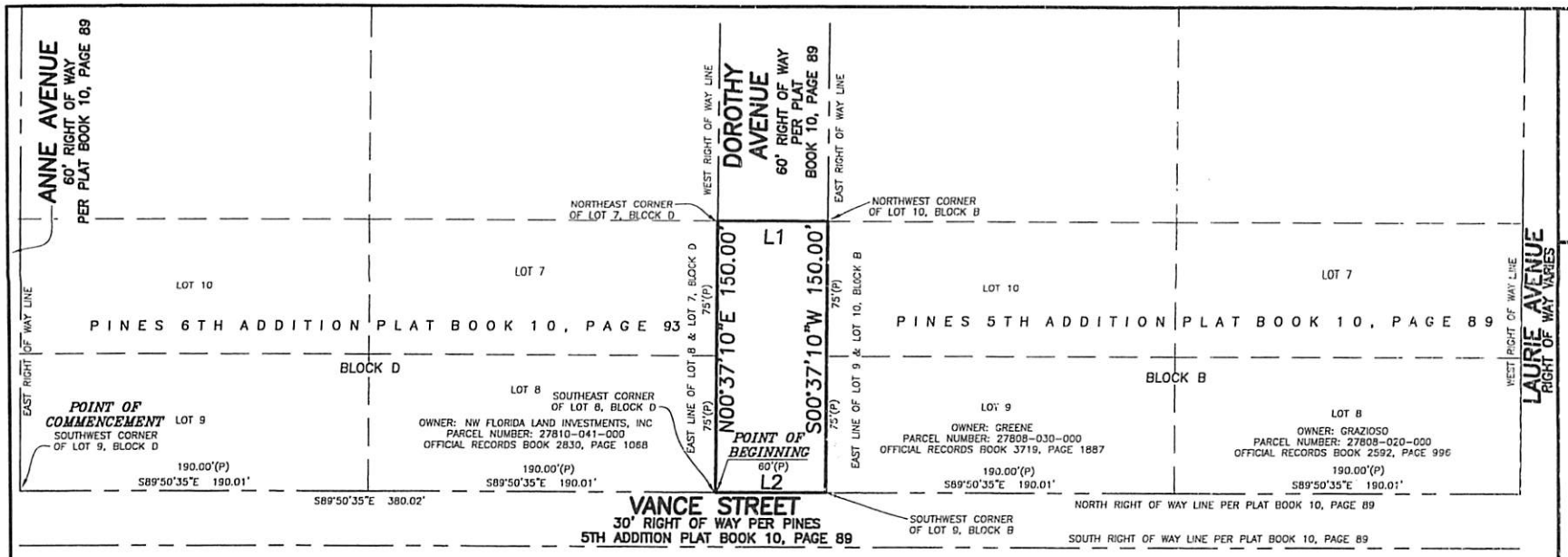
Scale: 1" = 60'

DRAWING NUMBER
59443005

SHEET NUMBER
1 OF 1

5602

EXHIBIT 2



LINE TABLE		
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L1	S89°50'35"E	60.00'
L2	N89°50'35"W	60.00'

(P) = PLAT CALL

1" = 60'
GRAPHIC SCALE
0 30 60 120

DESCRIPTION (NEWLY CREATED):

COMMENCE at the Southwest corner of Lot 9, Block D per the Plat of Pine 6th Addition being in Plat Book 10, page 93 of the Public records of Bay County, Florida also being the North right of way line of Vance Street (30 foot right of way); thence South 89°50'35" East, along the said North right of way line and the South line of said Lot 9 and Lot 8, Block D 380.02 feet to the West right of way line of Dorothy Avenue also being the Southeast corner of said Lot 8, Block D and being THE POINT OF BEGINNING; thence North 00°37'10" East, along said West right of way line and East line of Lot 8 and Lot 7, Block D 150.00 feet to the Northeast corner of said Lot 7 also being the West right of way line, thence South 89°50'35" East, 30.00 feet to the Northwest corner of Lot 10, Block B per the Plat of Pine 5th Addition being in Plat Book 10, page 89 of the Public records of Bay County, Florida also the East right of way line of said Dorothy Avenue; thence South 00°37'10" West, along said East right of way line and the West line of said Lot 10 and Lot 9 a distance of 150.00 feet to said East right of way line of also being the Southwest corner of Lot 9, Block B; thence North 89°50'35" West, along the aforesaid North right of way line of Vance Street 60.00 feet to THE POINT OF BEGINNING.

SURVEYOR'S REPORT:

1. Easements or rights of way that appear on recorded plans or that have been furnished to the surveyor by others have been incorporated into this drawing with appropriate notation. Other easements may be discovered by a search of the Public Records.
2. Minimum Horizontal Accuracy for this survey is in accordance with the STANDARDS OF PRACTICE set forth by the Board of Professional Surveyors and Mappers in Chapter 5J-17 requirements of Florida Administration Code. The map and measurement methods used for this survey meet or exceed this requirement. The dimensions shown hereon are in United States standard feet and decimals thereof.
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7. Bearings shown hereon are GRID and based on the South line of Lot 9, Block D, Pines 5TH Addition, Plat Book 10, Page 89, being N89°50'35"W. Bearings and distances shown hereon are measured unless otherwise noted.
8. Adjacent property information shown hereon, that was not furnished to this surveyor, was compiled using latest available data. No attempt was made by this firm to verify its accuracy.

NOTICE OF LIABILITY:

This survey is certified to those individuals shown on the face thereof. Any other use, benefit or reliance by any other party is strictly prohibited and restricted. Surveyor is responsible only to those certified and hereby disclaims any other liability and hereby restricts the rights of any other individual or firm to use this survey, without express written consent of the surveyor.

THOMAS K. MEAD P.S.M.
REGISTERED LAND SURVEYOR No. 5824

SOUTHEASTERN SURVEYING AND MAPPING CORPORATION
1130 Highway 90 Chipley, Florida 32428
(850) 638-0780
Certification Number LB2108
email: info@southeasternsurveying.com

Sketch of Description

Project: Laurie Avenue, Panama City, Florida

Certified to: Gortemoller Engineering, Inc.

Field Date: 11-10-2016 | Drawn By: C.Corbitt Sr. | Scale: 1" = 60'

DRAWING NUMBER
69446005

SHEET NUMBER
1 OF 1

WRITTEN REQUEST TO ABANDON RIGHTS-OF-WAY AND EASEMENTS

I, Richard Cox, hereby request the Board of County Commissioners of Bay County, Florida, to set a public hearing as provided by law and then vacate, abandon and close the following legally described County:

Road Right-of-Way	X
Easement	
Other	

Legal Description (required):

Description:

Please see attached survey.

I understand that before a public hearing can be set, I must provide Public Works Director/County Engineer, with the following:

1. A Legal description and drawing prepared by a Licensed Surveyor and Mapper that clearly describes the property to be vacated and shows all land owners, (including mailing addresses) abutting the property to be vacated.
2. A letter from a local title company indicating the names of record owners of real property abutting the property to be vacated.
3. A letter from the applicant to the Board of County Commissioners outlining the reasons for the request and justification of the benefits to the public if the application is approved.

4. A check made payable to the Board of County Commissioners of Bay County in the amount of $2,500.00. Such fee is considered appropriate to defray costs of administrative review, legal review, notice and publications, recording of documents and other administrative expense incurred in processing petition to abandon County rights-of-way and easements. However, if there are issues that are raised in connection with my requested abandonment, the associated fees may be higher. The associated cost shall be charged on an hourly rate considered reasonable and figured by the individual (i.e., attorney, County staff, etc.) providing such service.

I further understand if the Board of County Commissioners decides to deny the petition without scheduling a public hearing to further consider my request, or if I withdraw my request, no portion of the appropriate fee shall be refunded pursuant to Resolution No. 2277A, adopted by the Board of County Commissioners on April 1, 1999.

Signature of Applicant

Date

Signature of Co-Applicant

Nov 11 2016
Date

STATE OF FLORIDA

COUNTY OF BAY

Before me personally appeared Richard Cox known to be the individual(s) who executed the foregoing instrument and acknowledged before me that the same was executed for the purposes therein expressed.

☑ Personally known to me , or ☐ Provided identification _____.

WITNESS my hand and official seal this 11th day of November, 2016.

BARBARA E. CAZIMERO
MY COMMISSION # FF907082
EXPIRES August 05, 2019
(407) 398-0153 FloridaNotaryService.com

Notary Public in and for the County and State aforesaid

C:\Users\dmiller\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\5256B1DD\WRITTEN REQUEST TO ABANDON ROADS.doc

EXHIBIT 4

Gortemoller Engineering, Inc.

NOV 2 5

November 23, 2016

Board of County Commissioners of Bay County
840 West 11th Street
Panama City, FL 32401

Re: Dorothy Avenue & Vance Street Right of Way Abandonment

To whom it may concern:

On behalf of Richard Cox (Client), we would like to propose the right of way abandonment of a portion of Dorothy Avenue and Vance Street adjacent to the properties with the Bay County Tax ID #'s of 27813-010-000, 27810-041-000, 27808-030-000, and 2708-020-000.

The portion of Dorothy Avenue proposed for abandonment is located from the north boundary line to the south boundary line of parcels 27810-0471-000 and 27808-030-000. The Client owns the properties on both sides of the proposed abandonment area and this portion of Dorothy Avenue only services his properties. The abandonment of this portion of Dorothy Avenue would be beneficial to the public by allowing for the client to provide additional low cost housing as well as improving the local aesthetics. This would also benefit Bay County with increased tax revenue.

The portion of Vance Street proposed for abandonment is located from the Laurie Avenue right of way to the Anne Avenue right of way. This portion of Vance Street is 30' in width with the client owning the properties to the north. It is our opinion that this portion of Vance Street does not provide sufficient area for the County to make vehicular or drainage improvements. The abandonment of this portion of Vance Street would be beneficial to the public by allowing for the client to provide additional low cost housing as well as improving the local aesthetics. This would also benefit Bay County with increased tax revenue.

Thank you.

Sincerely,
Gortemoller Engineering, Inc.

Brad M. Harris, P.E.
Project Engineer

G:\GEINC\Projects\Cox Pools\Vance Street Right of Way\Submittal\112316\Right of Way Abandonment Letter.doc

5 Miracle Strip Loop Suite 16 - P.O. Box 9685 (32417)
Panama City Beach, Florida 32407
(850) 249-2425 - (850) 249-2426 FAX – www.gorteng.com

RESOLUTION NO._____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY FLORIDA AUTHORIZING THE ABANDONMENT OF PORTION OF UNOPENED RIGHT OF WAY KNOWN AS VANCE ST. SITUATED BETWEEN LAURIE AVE. AND ANNE AVE. AND A PORTION OF DOROTHY AVE., ALL IN SECTION 6, T-4-S, R-15-W; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

RECITALS

WHEREAS, the Board of County Commissioners of Bay County, Florida (the "Board"), after due consideration and at the written request of Mr. Richard Cox, scheduled a public hearing to consider the abandonment of a portion of right-of-way situated in Section 6, T-4-S, R-15-W and,

WHEREAS, a public hearing has been held as required by law pursuant to the publication of notice at least two (2) weeks prior to said hearing in the Panama City News Herald; and,

WHEREAS, the Board has determined that the best interest of Bay County will be served by abandoning rights-of-way described below.

Now, Therefore, Be It Resolved by the Board of County Commissioners of Bay County, Florida that the following described rights-of-way be vacated and abandoned with vesting in the adjoining landowners, or others as required by law.

Section 1. DESCRIPTIONS:

A PORTION OF VANCE STREET AS RECORDED IN PLAT BOOK 10, PAGES 89 AND 93 IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE OF SOUTHWEST CORNER OF LOT 9, BLOCK D, PER THE PLAT OF THE PINES 6TH ADDITION, BEING IN PLAT BOOK 10, PAGE 93 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, ALSO BEING THE NORTH RIGHT OF WAY LINE OF VANCE STREET (30 FOOT RIGHT OF WAY); THENCE SOUTH 89°50'35" EAST, ALONG THE SAID NORTH RIGHT OF WAY LINE AND THE SOUTH LINE OF SAID LOT 9 AND LOT 8, BLOCK D 380.02 FEET TO THE WEST RIGHT OF WAY LINE OF DOROTHY AVENUE, ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 8, BLOCK D; THENCE CONTINUE SOUTH 89°50'35" EAST, ALONG SAID NORTH RIGHT OF WAY LINE 60.00 FEET TO THE EAST RIGHT OF WAY LINE OF SAID DOROTHY AVENUE, ALSO BEING THE SOUTHWEST CORNER OF LOT 9, BLOCK B BEING PER PLAT OF THE PINES 5TH ADDITION BEING IN PLAT BOOK 10, PAGE 89 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE CONTINUE SOUTH 89°50'35" EAST, ALONG SAID NORTH RIGHT OF WAY LINE AND THE SOUTH LINE OF SAID LOT 9 AND LOT 8, BLOCK B, 380.02 FEET TO THE INTERSECTION OF WEST RIGHT OF WAY LINE OF LAURIE AVENUE WITH SOUTHEAST CORNER OF SAID LOT 8, BLOCK B; THENCE DEPARTING SAID NORTH RIGHT OF WAY, SOUTH 00°37'40" WEST, 30.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID VANCE STREET; THENCE NORTH 89°50'35" WEST, ALONG SAID SOUTH RIGHT OF WAY, 820.03 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

THE SOUTHERLY MOST 150 FEET OF DOROTHY AVE. AS PER THE PLAT OF THE PINES FIFTH ADDITION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 9, BLOCK D, PER THE PLAT OF THE PINES 6TH ADDITION BEING IN PLAT BOOK 10, PAGE 93 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, ALSO BEING THE NORTH RIGHT OF WAY LINE OF VANCE STREET (30 FOOT RIGHT OF WAY); THENCE SOUTH 89°50'35" EAST, ALONG THE SAID NORTH RIGHT OF WAY LINE AND THE SOUTH LINE OF SAID LOT 9 AND LOT 8, BLOCK D, 380.02 FEET TO THE WEST RIGHT OF WAY LINE OF DOROTHY AVENUE, ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 8, BLOCK D AND BEING THE POINT OF BEGINNING; THENCE NORTH 00°37'10" EAST, ALONG SAID WEST RIGHT OF WAY LINE AND EAST LINE OF LOT 8 AND LOT 7, BLOCK D 150.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 7, ALSO BEING THE WEST RIGHT OF WAY LINE, THENCE SOUTH 89°50'35" EAST, 60.00 FEET TO THE NORTHWEST CORNER OF LOT 10, BLOCK B PER THE PLAT OF THE PINES 5TH ADDITION BEING IN PLAT BOOK 10, PAGE 89 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, ALSO THE EAST RIGHT OF WAY LINE OF SAID DOROTHY AVENUE; THENCE SOUTH 00°37'10" WEST, ALONG SAID EAST RIGHT OF WAY LINE AND THE WEST LINE OF SAID LOT 10 AND LOT 9 A DISTANCE OF 150.00 FEET TO SAID EAST RIGHT OF WAY LINE OF ALSO BEING THE SOUTHWEST CORNER OF LOT 9, BLOCK B; THENCE NORTH 89°50'35" WEST, ALONG THE AFORESAID NORTH RIGHT OF WAY LINE OF VANCE STREET 60.00 FEET TO THE POINT OF BEGINNING.

Section 2. Effective date. This resolution shall become effective upon adoption.

Be It Further Resolved that this Resolution be published one (1) time, within thirty (30) days of the date of the public hearing in the Panama City News Herald and that proof of publication of said notice, together with this Resolution in the public records of Bay County.

Done and adopted by the Board of County Commissioners of Bay County, Florida this 21st day of February, 2017.

_____
William T. Dozier, Chairman

ATTEST:

_____
Bill Kinsaul, Clerk

APPROVED AS TO FORM:

_____
Office of the County Attorney

EXHIBIT 6

The News Herald

501 W. 11th Street
P.O. Box 1940, Panama City, FL 32401
Published Daily
Panama City, Bay County, Florida

State of Florida
County of Bay

Before the undersigned authority personally appeared Angella Clagg, who on oath says that she is a Legal Advertising Representative of The News Herald, a newspaper published at Panama City in Bay County, Florida; that the attached copy of advertisement, being a Legal Advertisement **#13636** in the matter of **NOTICE OF PUBLIC HEARING - Bay County Board of County Commissioners** in the Bay County Court, was published in said newspaper in the issue of **February 1, 2017.**.

Affiant further says that the said The News Herald is a newspaper published at Panama City, in said Bay County, Florida, *is a direct successor of the Panama City News* and that the said newspaper, *together with its direct predecessor*, has heretofore been continuously published in said Bay County, Florida, each day *(except that the predecessor, Panama City News, was not published on Sundays)* and has been entered as periodicals matter at the post office in Panama City, in said Bay County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that (s)he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper.

Angella Clagg

State of Florida
County of Bay
Sworn to and subscribed before me this **1st** day of **Febr**, A.D., **2017**. By Angella Clagg, Legal Advertising Representative of The News Herald, who is personally known to me or has produced N/A as identification.

Marie Forrest
Notary Public, State of Florida at Large

MARIE FORREST
Notary Public - State of Florida
Commission # FF 230321
My Comm. Expires May 13, 2019
Bonded through National Notary Assn.

636
NOTICE OF PUBLIC HEARING
RIGHT OF WAY ABANDONMENT
PORTIONS OF ANCE STREET AND DOROTHY AVENUE

OTICE IS HEREBY IVEN by the Board of ounty Commissioners Bay County, Florida, at a public hearing ill be held at the reuest of Mr. Richard ox at 9:00 a.m. on uesday, February 21, 017 at the Bay County overnment Center, loated at 840 W. 11th t., Panama City, Florla, for the purpose of onsidering abandonng a portion of rights-f-way known as ANCE STREET AND OROTHY AVENUE nd being more particularly described as folows:

A PORTION OF VANCE STREET AS RECORDED IN PLAT BOOK 10, PAGES 89 AND 93 IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE OF SOUTHWEST CORNER OF LOT 9, BLOCK D, PER THE PLAT OF THE PINES 6TH ADDITION, BEING IN PLAT BOOK 10, PAGE 93 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, ALSO BEING THE NORTH RIGHT OF WAY LINE OF VANCE STREET (30 FOOT RIGHT OF WAY); THENCE SOUTH 89° 50'35" EAST, ALONG THE SAID NORTH RIGHT OF WAY LINE AND THE SOUTH LINE OF SAID LOT 9 AND LOT 8, BLOCK D 380.02 FEET TO THE WEST RIGHT OF WAY LINE OF DOROTHY AVENUE, ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 8, BLOCK D; THENCE CONTINUE SOUTH 89° 50'35" EAST, ALONG SAID NORTH RIGHT OF WAY LINE 60.00 FEET TO THE EAST RIGHT OF WAY LINE OF SAID DOROTHY AVENUE, ALSO BEING THE SOUTHWEST CORNER OF LOT 9, BLOCK B BEING PER PLAT OF THE PINES 5TH ADDITION BEING IN PLAT BOOK 10, PAGE 89 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE CONTINUE SOUTH 89°50'35" EAST, ALONG SAID NORTH RIGHT OF WAY LINE AND THE SOUTH LINE OF SAID LOT 9 AND LOT 8, BLOCK B, 380.02 FEET TO THE INTERSECTION OF WEST RIGHT OF WAY LINE OF LAURIE AVENUE WITH SOUTHEAST CORNER OF SAID LOT 8, BLOCK B; THENCE DEPARTING SAID NORTH RIGHT OF WAY, SOUTH 00°37'40" WEST, 30.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID VANCE STREET; THENCE NORTH 89° 50'35" WEST, ALONG SAID SOUTH RIGHT OF WAY, 820.03 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

THE SOUTHERLY MOST 150 FEET OF DOROTHY AVE. AS PER THE PLAT OF THE PINES FIFTH ADDITION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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All interested persons are invited to attend the hearing and to present verbal or written statements. Any person wishing to appeal any decision made by the Board of County Commissioners at this meeting will need a record of the proceedings. For that purpose, such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the County's Administrative Office at (850) 248-8140 at least 48 hours prior to the date of the hearing.

BOARD OF COUNTY COMMISSIONERS
BAY COUNTY, FLORIDA
BY: BILL KINSAUL
CLERK OF THE CIRCUIT COURT
Pub: February 1, 2017

Bay County Board of County Commissioners
Agenda Item Summary

Transit Grant Applications with FDOT

DEPARTMENT MAKING REQUEST/NAME:
Transit Department Angela Bradley, Transit System Administrator

MEETING DATE: 2/21/2017

REQUESTED MOTION/ACTION:
Requesting that the Board hold a public hearing on the application submittals to continue receiving Florida Department of Transportation (FDOT) Grants 5311 and 5339 on behalf of Bay County Transportation Planning Organization per our agreement. **The hearing only needs to take place if a request for a hearing is made in writing 48 hours prior to the meeting date.**

AGENDA
Transit - Public Hearing

BUDGETED ITEM? Yes
BUDGET ACTION:
None needed.
FINANCIAL IMPACT SUMMARY STATEMENT:
No impact to the General Fund.

BACKGROUND:
The attached are FDOT grant applications for 5311 and 5339 (**Exhibit 1,2,3**) to continue receiving grant funds on behalf of the Bay County Transportation Planning Organization per our agreement. **The hearing only needs to take place if a request for a hearing is made in writing 48 hours prior to the meeting date.**

ATTACHMENTS:

Description	Type
FDOT 5311 Application Exhibit 1	Exhibit
FDOT 5339 Rural Application Exhibit 2	Exhibit
FDOT 5339 Small Urban Application Exhibit 3	Exhibit

2017

49 U.S.C. SECTION 5311

FORMULA GRANTS FOR RURAL AREAS

CFDA 20.509

OPERATING & CAPITAL ASSISTANCE APPLICATIONS

FLORIDA DEPARTMENT OF TRANSPORTATION - PUBLIC TRANSIT OFFICE

1. OPERATING ASSISTANCE APPLICATION 1
1.1. Operating Assistance Application Checklist 1
1.2. Cover Letter – Sample 2
1.3. Resolution Form – Sample 3
1.4. Form 424: Application for Federal Assistance 4
1.5. Exhibit A: Current System Description 4
1.6. Exhibit A-1: Fact Sheet 5
1.7. Exhibit B: Proposed Project Description 6
1.8. Form B-1: Transit-related operating and administrative expenses 7
1.9. Form B-2: Transit-Related Operating and Administrative Revenues 9
1.10. Form B-3: Proof of Local Match 10
1.11. Form B-4: Breakdown of Direct Transportation Costs 11
1.12. Form B-5: Calculating Service Area Percentages 14
1.13. Exhibit E: Federal Certifications and Assurances 15
1.14. Exhibit J: Standard Lobbying Certification Form 16
1.15. Exhibit K: FTA Section 5333 (b) Assurance 17
1.16. Title VI Program 18
2. CAPITAL ASSISTANCE APPLICATION 19
2.1. Capital Assistance Application Checklist 19
2.2. Cover Letter – Sample 20
2.3. Resolution Form – Sample 21
2.4. Form 424: Application for Federal Assistance 22
2.5. Exhibit A: Current System Description 22
2.6. Exhibit A-1: Fact Sheet 23
2.7. Exhibit B: Proposed Project Description 24
2.7.1. Questions Related to All Agencies Requesting Capital Assistance for bus related facilities 25
2.8. Exhibit C: Public Hearing 25
2.8.1. Public Notice – Sample 25
2.9. Form C-1: Transportation Related Operating and Administrative Expenses 26
2.10. Form C-2: Transportation- Related Operating and Administrative Revenues 27
2.11. Form C-3: Local Match For This Application 28
2.12. Form C-4: Current Vehicle and Transportation Equipment Inventory (a) 29
2.13. Form C-5: Capital Request 30
2.14. Form C-6: Capital Request Methodology Form 31
2.15. Exhibit D: Leasing 33

2.16. Exhibit E: Federal Certifications and Assurances 34
2.17. Exhibit F: Certification for Agencies requesting non-accessible vehicles 34
2.18. Exhibit G: Applicant certification and Assurances to FDOT 35
2.19. Exhibit J: Standard Lobbying Certification Form 37
2.20. Exhibit K: FTA Section 5333 (b) Assurance 38
2.21. Title VI Program 39
2.22. Local Clearinghouse Agency Letter 39
2.23. Exhibit H: Protection of the Environment 39

1. OPERATING ASSISTANCE APPLICATION

1.1. OPERATING ASSISTANCE APPLICATION CHECKLIST

Name of Applicant: Bay County BOCC/Bay County TPO {5311 Funds}

Check One: New Applicant _____ **Recurring Applicant** XX

The following documents must be included in section 5311 Operating Assistance Applications in the order listed:

_x_ **1.1** Operating Assistance Application Checklist (this form)

_x_ **1.2** Applicant's cover letter

_x_ **1.3** Governing board's Resolution

_x_ **1.4** Form 424: Application for Federal Assistance

_x_ **1.5** Exhibit A: Current System Description

_x_ **1.6** Exhibit A-1: Fact Sheet

_x_ **1.7** Exhibit B: Proposed Project Description

_x_ **1.8** Form B-1: Transit-Related Operating and Administrative Expenses

_x_ **1.9** Form B–2: Operating and Administrative Expense & Revenues; Grant Request

_x_ **1.10** Form B-3: Proof of Local Match

_x_ **1.11** Form B-4: Breakdown of Transportation Costs

_x_ **1.12** Form B-5: Calculating Service Area Percentages

_x_ **1.13** Exhibit E: Federal Certifications and Assurances

_x_ **1.14** Exhibit J: Standard Lobbying Certification Form

_x_ **1.15** Exhibit K: FTA Section 5333(b) Assurance

____ **1.16** Copy of the Title VI Plan (if not previously submitted to the Department)

OMB Number: 4040-0004
Expiration Date: 10/31/2019

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier: 1001

8. APPLICANT INFORMATION:

* a. Legal Name: Bay County Board of County Commissioners/TPO

* b. Employer/Taxpayer Identification Number (EIN/TIN): 59-6000512

* c. Organizational DUNS: 0105011200000

d. Address:

* Street1: 840 W. 11th St.
Street2:
* City: Panama City
County/Parish:
* State: FL: Florida
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 324012336

e. Organizational Unit:

Department Name: Budget

Division Name: Transit

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Ms

* First Name: Angela

Middle Name:

* Last Name: Bradley

Suffix:

Title: Transit Systems Program Administrator

Organizational Affiliation: Program Administrator

* Telephone Number: 850-248-8248

Fax Number: 850-248-8172

* Email: abradley@baycountyfl.gov

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Federal Transit Administration

11. Catalog of Federal Domestic Assistance Number:

20.509

CFDA Title:

Formula Grants for Rural Areas

*** 12. Funding Opportunity Number:**

Not Applicable

* Title:

Section 5311-Rural Area Operating Assitance

13. Competition Identification Number:

Not Applicable

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Operational Assistance for Rural Areas within Bay County, FL

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: 3

* b. Program/Project: 3

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 10/01/2017

* b. End Date: 09/30/2018

18. Estimated Funding ($):

* a. Federal	125,000.00
* b. Applicant	125,000.00
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	250,000.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- [ ] a. This application was made available to the State under the Executive Order 12372 Process for review on .
- [ ] b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- [x] c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

- [ ] Yes
- [x] No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

- [x] ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Ms.

* First Name: Angela

Middle Name:

* Last Name: Bradley

Suffix:

* Title: Transit Systems Program Administrator

* Telephone Number: 850-248-8248

Fax Number: 850-248-8172

* Email: abradley@baycountyfl.gov

* Signature of Authorized Representative:

* Date Signed: 01/03/2017

On behalf of Bay County TPO

COVER LETTER 1.2

January 04, 2017

To: State of Florida Department of Transportation

Re: 5311, 5339 Urban and Rural Grant Applications

The Bay County Transportation Planning Organization (TPO) and designee, Bay County Board of County Commissioners as the recipient through MOA attached and submits these Applications for the Section 5311 and 5339 Rural and Urban Program Grants and agrees to comply with all assurances and exhibits attached hereto and by this reference made a part thereof, as itemized in the Checklist for Application Completeness.

The Bay County Transportation Planning Organization (TPO) further agrees, to the extent provided by law (in case of a government agency in accordance with Sections 129.07 and 768.28, Florida Statutes) to indemnify, defend and hold harmless the Department and all of its officers, agents and employees from any claim, loss, damage, cost, charge, or expense out of the non-compliance by the Agency, its officers, agents or employees, with any of the assurances stated in this Application.

This Application is submitted on this 4 day of January, 2017 with two (2) resolutions authorizing Angela Bradley, Bay County Transit Systems Program Administrator to sign this Application.

By: Angela Bradley

Signature

January 5, 2017

Date

RESOLUTION NO.: 3387

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY, FLORIDA, AUTHORIZING THE CHAIRMAN OF THE BAY COUNTY BOARD OF COUNTY COMMISSIONERS TO ENTER INTO AND SIGN THE PUBLIC TRANSPORTATION JOINT PARTICIPATION AGREEMENTS FOR THE BLOCK GRANT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR TRANSIT SERVICE IN THE NON-URBANIZED & SMALL URBAN AREAS OF BAY COUNTY; AND AUTHORIZE THE CHAIRMAN TO SIGN ALL RELATED DOCUMENTS.

WHEREAS, on September 25, 2013, the Bay County Transportation Planning Organization voted to approve the Board of County Commissioners of Bay County, Florida to be its financial conduit organization, upon approval and acceptance of the Board of County Commissioners; and

WHEREAS, on October 1, 2013, the Board of County Commissioners agreed to be the financial conduit for the Bay County Transportation Planning Organization.

NOW THEREFORE, BE IT RESOLVED by the Bay County Board of County Commissioners that:

Section 1. Authority. The Chairman of the Bay County Board of County Commissioners is authorized to enter into and execute the Public Transportation Joint Participation Agreements for the Block Grant with the Florida Department of Transportation for transit service in the non-urbanized and small urban areas of Bay County, and any Supplements, Notification of Funding, or Notices of Grant Awards relating thereto. In the absence of the Chairman or in the event of the Chairman's inability to serve by reason of illness, accident, or any other reason, the Vice Chairman shall have the authority to enter into and execute any such documents.

Section 2. Effective Date. This resolution shall be effective upon adoption.

DONE AND ADOPTED by the Board of County Commissioners of Bay County, Florida, this 16th day of August, 2016.

BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY, FLORIDA

Mike Nelson, Chairman

ATTEST:

Bill Kinsaul, Clerk

CIRCUIT COURT BAY COUNTY, FLORIDA

Approved as to form:

Office of County Attorney

BOARD OF COUNTY COMMISSIONERS BAY COUNTY, FLORIDA SEAL

RESOLUTION BAY 10-43

A RESOLUTION OF THE BAY COUNTY TRANSPORTATION PLANNING ORGANIZATION AUTHORIZING THE FILING AND EXECUTION OF STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND FEDERAL GRANT APPLICATIONS AND EXECUTION OF THE GRANT CONTRACTS WITH THE FEDERAL TRANSIT ADMINISTRATION DURING THE TIME PERIOD DECEMBER 2010 TO DECEMBER 2011

WHEREAS, the Bay County Transportation Planning Organization (TPO) is the organization designated by the Governor of the State of Florida as being responsible, together with the State of Florida, for carrying out the continuing, cooperative and comprehensive transportation planning process for the Bay County TPO Planning Area; and

WHEREAS, the Federal Transportation Administrator has been delegated authority to award Federal financial assistance for transportation projects; and

WHEREAS, the grant or cooperative agreement for federal and state financial assistance will impose certain obligations upon the applicant, and may require the Transportation Planning Organization to provide the local share of the project cost; and

WHEREAS, the Transportation Planning Organization has provided annual certifications and assurances to the Federal Transit Administration and the Florida Department of Transportation as required for the project;

NOW, THEREFORE BE IT RESOLVED BY THE BAY COUNTY TRANSPORTATION PLANNING ORGANIZATION (TPO) THAT:

1. The Executive Director of the West Florida Regional Planning Council (WFRPC) or his or her designee is authorized to execute and file an application for Federal assistance on behalf of Bay County TPO with the Federal Transit Administration or the Florida Department of Transportation. (FDOT)
2. The Executive Director of the WFRPC or his or her designee is authorized to execute and file with such applications, any assurances or other documents required by the Federal Transit Administration or the Florida Department of Transportation (FDOT).
3. Upon TPO review and approval of the grant application and grant award, the TPO authorizes the Executive Director of the WFRPC or his or her designee acting on behalf of the Bay County TPO to execute the grant and cooperative agreement with the Federal Transit Administration on behalf of the TPO.

Passed and duly adopted by the Bay County Transportation Planning Organization this 15th day of December 2010.

BAY COUNTY TRANSPORTATION PLANNING ORGANIZATION

BY: William T. Dozier
William T. Dozier, Chairman

ATTEST: _____

1.4. FORM 424: APPLICATION FOR FEDERAL ASSISTANCE

Attach the completed Form 424 here.

1.5. EXHIBIT A: CURRENT SYSTEM DESCRIPTION

1. What is a general overview of the organization including its mission, program goals and objectives?
2. What is the organizational structure, type of operation, number of employees, and other pertinent organizational information? Include an organizational chart that shows the positions that are involved in the transit department i.e. fleet manager, vehicle maintenance. The organizational chart may be placed after this exhibit.
3. Who is responsible for insurance, training, management, and administration of the agency's transportation program?
4. Who provides maintenance for the vehicles? Is it outsourced? What type of Preventative Maintenance work does the agency do on-site?
5. What is the agency's current number of transportation related employees?
6. What is a detailed description of service routes and ridership numbers?

If the applicant is a Community Transportation Coordinator (CTC), **relevant pages** of a Transportation Disadvantaged Service Plan (TDSP) and Annual Operating Report (AOR) containing the above information may be provided here. Please do not attach entire documents.

EXHIBIT A 5311
(Rural) Operating Request
Proposed Project Description

1. The Bay County Transportation Planning Organization (TPO) is the recognized body and designated recipient for Bay County, Florida Demand Response system. However, Bay County Board of County Commissioners is the designated government body to receive the funds on behalf of the (TPO). Per the Bay County TPO by laws, the TPO purpose and functions are:

(a) To carry out a continuing, cooperative, and comprehensive transportation planning process in Bay County consistent with applicable federal, state and local laws in cooperation with the Florida Department of Transportation;
(b) To develop transportation systems embracing various modes of transportation to maximize the mobility of people and goods within and through Bay County and minimize, to the maximum extent feasible, transportation-related fuel consumption and air pollution;
(c) To develop transportation plans and programs, in cooperation with the Florida Department of Transportation, which provide for the development of transportation facilities that will function as a multi-modal and intermodal transportation system for Bay County; and
(d) To assure the continued eligibility for the receipt of federal and state capital and operating assistance for transportation projects in Bay County.

2. The Bay County Board of County Commissioners (BOCC) serves as the CTC and oversee the Demand Response operations and fixed route operations on behalf of Bay County citizens. This is in conjunction with the Bay County (TPO). Bay County (BOCC) has 4 dedicated transit staff overseeing the programs and transit operator. Currently, First Transit is the Demand Response and fixed route operator with over 70 employees for both operations.
3. The Bay County Board of County Commissioners along with Bay County TPO oversee the transit operator. The transit operator provides the necessary training, management, and insurance.
4. The fixed route and Demand Response operator provides the maintenance for all vehicles.
5. The agency currently has an average total of 70 transportation employees. 50 plus drivers have CDL certifications.
6. We currently have a deviated fixed route system that has 9 routes that operate Mon-Saturday 6:00 am to 8:00 pm. Our system safety plan and drug free workplace documents are currently in FDOT Transcip data base. Currently the system average is around 55,000 rides per month.

Development Plan

INTRODUCTION TO THE SERVICE AREA

The preparation and development of a Transportation Disadvantaged Service Plan (TDSP) provides agencies, coordinators, planners and citizens with a blueprint for coordinated service, a framework for service performance evaluation and a means to project a vision in the transportation disadvantaged services for the future. A strategic approach has been used to develop this TDSP. First, an evaluation of the current strengths and weaknesses of the service area is accomplished. This includes compiling a database of demographics and existing conditions, and reviewing TD related plans and service providers. This will answer the question: Where are we? Secondly, there is an in-depth assessment of the goals and objectives, which will provide direction and answer the question: Where do we go from here? This is accomplished by reviewing the supply and demand of services and funding provided. An evaluation of existing services versus TD needs and demands is undertaken using a transportation service supply and condition approach. Thirdly, we answer the question: How do we get where we want to go from where we are? This is accomplished by developing a plan to achieve the service area's goals while building on the strengths and eliminating the weaknesses.

Background of the Transportation Disadvantaged Program

The State of Florida is a recognized leader of providing coordinated human services transportation for individuals that are transportation disadvantaged. In 1989, a major commitment to mobility in the State of Florida was formalized when the legislature revised Chapter 427 Florida Statutes (F.S.) creating the Florida Coordinated Transportation System (FCTS) and a dedicated funding source. The FCTS includes the Commission for the Transportation Disadvantaged (CTD); Designated Official Planning Agencies (DOPA); Community Transportation Coordinators (CTC); Local Coordinating Boards (LCB); Transportation Operators (TO); purchasing and funding agencies/entities; and most importantly, those in need, the Transportation Disadvantaged (TD). Chapter 427 defines TD persons as those persons who because of physical or mental disability, income status, or age are unable to transport themselves or to purchase transportation. The legislation also includes children who are “high-risk” or “at-risk” of developmental disabilities.

Community Transportation Coordinator Designation Date/History

In 1983, Bay County Council on Aging, Inc. was named the Community Transportation Coordinator (CTC) and operator for the transportation disadvantaged and the program was implemented by gradually adding participating agencies to the program until all agencies who requested the service were served. On July 1, 1984, the program was fully implemented and served all agencies in the service area that were willing to participate in the coordinated system.

In November 2003, Tri-County Community Council was appointed as CTC on an emergency basis when Bay County Council on Aging, Inc. chose not to be the CTC. This was followed by a Request For Proposal (RFP) to pick a permanent CTC. Tri-County Community Council was chosen as the CTC at the conclusion of the RFP process in April 2004. Tri-County Community Council was selected once again to continue as the CTC for Bay County in 2009.

Effective January 1, 2014 through June 30, 2014, Bay County Board of County Commissioners (BCC) was appointed as CTC on an emergency basis when Tri-County Community Council chose not to be the CTC. Bay County BCC selected Pensacola Bay Transportation as the contract operator to provide coordinated transportation services to the transportation disadvantaged. Pensacola Bay Transportation discontinued its service as of May 31, 2014 and Bay County BCC contracted with First Transit under an emergency basis to begin June 1, 2014.

Bay County BCC requested to remain the CTC and was approved by the CTD for a five year period effective July 1, 2014 through June 30, 2019. **Bay County BCC will need to select a contract operator through an appropriate procurement process in the near future.**

Organization Charts

Organizational charts have been included in the appendices. The charts identify those involved in the provision of service, from the Commission for the Transportation Disadvantaged, through the local Coordinating Board, to the Community Transportation Coordinator and the Planning Agency, and to the consumers. The Transportation Disadvantaged Program Concept Chart is shown in Figure 1 and the CTC Organization Chart is shown in Figure 2.

Consistency Review of Other Plans

The Transportation Disadvantaged Service Plan is consistent with local government Comprehensive Plans, Regional Policy Plans, Transit Development Plans, Commission for the Transportation Disadvantaged 5Yr/20Yr Plan, TPO Long Range Transportation Plans, and Transportation Improvement Programs. These plans are briefly discussed in the sections below. The areas where public transportation is addressed have been highlighted.

Local Government Comprehensive Plans

Local governments who have developed a comprehensive plan and are located within Bay County are as follows: (1) Bay County, (2) Callaway, (3) Cedar Grove, (4) Lynn Haven, (5) Mexico Beach, (6) Panama City, (7) Panama City Beach, (8) Parker, and (9) Springfield. These comprehensive plans are addressed in the following sections. A focus will be placed on the public transportation component of each of the plans.

Bay County (October 20, 2009)

The TDSP is consistent with the following items from the Comprehensive Plan of Bay County.

Transportation Goal: Section 125.01, Florida Statutes provides general authority to the Board of County Commissioners to establish and provide transportation and **public transportation** programs. The goals of the Board relative to transportation programs are: to provide for a safe, convenient and efficient transportation system; to promote the purpose and intent of the Florida Transportation Code; to provide for efficient and effective coordination between transportation planning and land use planning; to promote access management on major thoroughfares; to preserve the functional integrity of the State and County Highway and Road Systems; to establish and maintain level of service standards; to effect improvements to the road and highway network; to establish and maintain regulations governing rights-of-way use, parking, and related activities; to improve the appearance of major routes into and out of the County; to prevent the creation of airport and landing field hazards and land use conflicts; to promote a safe and convenient system for the movement of pedestrians and bicycles, and; to promote and further the laws of the State relative to the transportation system.

Objective 4.16: Participate in the provision of **public transportation.**

Performance Measure: Whether or not the County is eligible for and can justify participation in the program.

Policy 4.16.1: The County will participate through the TPO toward continuation of the **Bay Town Trolley and Bay Coordinated Transportation programs** including an analysis of the feasibility of developing a trolley system to serve the public beach access points, a discussion of alternative parking systems including, but not limited to, fee acquisition, joint parking systems, or financial incentives.

Policy 4.16.2: The County shall participate through the TPO in identifying and analyzing alternative elements of transportation including, but not limited to: (1) Park and Ride options; (2) “Share a Ride” program; (3) **Bay Town Trolley**; and (4) Bicycle/Pedestrian Plan.

Policy 4.16.3: The County shall participate through the TPO in maintaining an inventory of all implemented **alternative transportation** elements.

County:	Bay
CTC:	Bay County Board of County Commissioners
Contact:	Angela L. Bradley 840 W. 11th Street Panama City, FL 32401 850-248-8248
Email:	abradley@baycountyfl.gov

Demographics	Number
Total County Population	181,635
Potential TD Population	72,613
UDPHC	968

Florida Commission for the Transportation Disadvantaged

Trips By Type of Service	2014	2015	2016
Fixed Route (FR)	0	0	0
Deviated FR	0	207	103
Ambulatory	88,765	103,056	110,406
Non-Ambulatory	11,180	28,354	22,300
Stretcher	633	337	42
School Board	0	0	0
TOTAL TRIPS	100,578	131,954	132,851

Vehicle Data	2014	2015	2016
Vehicle Miles	296,917	516,493	468,081
Revenue Miles	225,813	422,650	380,265
Roadcalls	12	24	22
Accidents	4	16	5
Vehicles	30	31	27
Driver Hours	39,849	43,956	47,576

Passenger Trips By Trip Purpose			
Medical	42,152	17,406	22,659
Employment	9,432	2,022	4,814
Ed/Train/DayCare	41,839	32,006	33,648
Nutritional	6,747	8,900	8,296
Life-Sustaining/Other	408	71,620	63,434
TOTAL TRIPS	100,578	131,954	132,851

Financial and General Data			
Expenses	$1,102,574	$1,691,770	$1,363,396
Revenues	$2,495,728	$2,214,683	$1,676,636
Commendations	0	10	9
Complaints	27	24	15
Passenger No-Shows	48	2,695	4,078
Unmet Trip Requests	28	0	0

Passenger Trips By Funding Source			
CTD	9,459	29,185	27,649
AHCA	18,203	8,839	0
APD	24,200	50,993	54,941
DOEA	6,559	8,387	7,899
DOE	0	0	0
Other	42,157	34,550	42,362
TOTAL TRIPS	100,578	131,954	132,851

Performance Measures			
Accidents per 100,000 Miles	1.35	3.10	1.07
Miles between Roadcalls	24,743	21,521	21,276
Avg. Trips per Driver Hour	2.52	3.00	2.79
Avg. Trips per Para Pass.	49.79	103.25	137.24
Cost per Trip	10.96	12.82	10.26
Cost per Paratransit Trip	10.96	12.82	10.26
Cost per Driver Hour	27.67	38.49	28.66
Cost per Total Mile	3.71	3.28	2.91

1.6. EXHIBIT A-1: FACT SHEET

Name of Applicant: Bay County BOCC/Bay County TPO

	CURRENTLY	IF GRANT IS AWARDED
1. Number of one-way passenger trips.* **PER YEAR**	1,896	Same
2. Number of individuals served unduplicated (first ride per rider per fiscal year). **PER YEAR****	42	Same
3. Number of vehicles used for this service. **ACTUAL**	27	Same
4. Number of ambulatory seats. **AVERAGE PER VEHICLE (Total ambulatory seats divided by total number of fleet vehicles)**	10	Same
5. Number of wheelchair positions. **AVERAGE PER VEHICLE (Total wheelchair positions divided by total number of fleet vehicles)**	3	Same
6. Vehicle miles traveled. **PER YEAR**	22,292	Same
7. Average vehicle miles **PER DAY**	11.76	Same
8. Normal vehicle hours in operation. **PER DAY**	12	Same
9. Normal number of days in operation. **PER WEEK**	6	Same
10. Trip length (roundtrip). **AVERAGE**	3.5	Same

Estimates are acceptable. The information listed should be specific to the Section 5311 funds and not agency wide.

* One way passenger trip is the unit of service provided each time a passenger enters the vehicle, is transported, then exits the vehicle. Each different destination would constitute a passenger trip

** The unduplicated riders are for current year and the subsequent year once the grant is awarded

1.7. EXHIBIT B: PROPOSED PROJECT DESCRIPTION

1. Is the project to continue the existing level of services, to expand present service, or to provide new service? How will a grant award be used? If the grant is awarded, will the agency provide more hours? If the grant is awarded, will the agency provide service to a larger geographic area? If the grant is awarded, will the agency provide shorter headways? If the grant is awarded, will the agency provide more trips?
2. If a grant award will be used to maintain services as described in Exhibit A, specifically explain how it will be used in the context of total service. Make sure to include information on how the agency will maintain adequate financial, maintenance, and operating records and comply with FTA reporting requirements including information for the Annual Program of Projects Status Reports, Milestone Activity Reports, NTD reporting, DBE reports etc.
3. Give a detailed explanation of the need for the vehicle and provide evidence of the need.
4. Will a grant award be used to replace existing equipment or purchase additional vehicles/equipment? Provide details.
5. Identify any vehicles/equipment being replaced and list them on the "**Current Vehicle and Transportation Equipment Inventory**" form (see page **Error! Bookmark not defined.**).
6. If vehicles and/or equipment are proposed to be used by a lessee or private operator under contract to the applicant, identify the proposed lessee/operator.
    a. Include an equitable plan for distribution of vehicles/equipment to lessees/operator.
7. Each applicant shall indicate whether they are a government authority or a private non-profit agency, provide a brief description of the project which includes the counties served, whether the applicant employees are represented by a union and if so represented the name and local number of the union.
8. Who will drive the vehicle, number of drivers, CDL certifications? (if capital assistance is requested)
9. Fully explain your transportation program
    a. Service hours, planned service, routes and trip types
    b. Staffing – include plan for training on vehicle equipment such as wheelchair lifts, etc.
    c. Records maintenance
    d. Vehicle maintenance – who, what, when and where. Include a section on how vehicles will be maintained without interruptions in service.
    e. CDL requirements
    f. System Safety Program Plan (SSPP)
    g. Drug free work place
10. How do you currently fund the operations of your transit program?
11. If this grant is not fully funded, can you still proceed with this program?
12. Fully explain your transportation program
    a. Service hours, planned service, routes and trip types
    b. Staffing – include plan for training on vehicle equipment such as wheelchair lifts, etc.

EXHIBIT B 5311
(Rural) Operating Request
Proposed Project Description

This grant application is intended to meet the purpose and functions of the existing level of service of the Bay County Transportation Planning Organization and the Bay County BOCC, but more importantly this project will enhance the mobility of people within the rural areas of Bay County by providing Demand Response. The Bay County Board of County Commissioners (BOCC) serves as the CTC and oversee the Demand Response operations and fixed route operations on behalf of Bay County citizens. This is in conjunction with the Bay County (TPO). Bay County (BOCC) has 3 dedicated transit staff overseeing the programs and transit operator. Currently, First Transit is the Demand Response and Fixed Route Operator with over 70 employees for both operations. Currently this is our only contracted operator. Therefore, the distribution of vehicles will be equitable.

The Bay Area Transportation fleet replacement program has not met the vehicle retirement expectations and the vehicle replacement plan has been lacking in previous years. This request is to replace 5 existing vehicles to maintain our required vehicle replacement plan submitted to FDOT and FTA (see vehicle inventory). Replacement of vehicles will decrease the systems vehicle maintenance, thus decreasing road calls, late trips and unhappy customers. With an increase in new vehicles comes a decrease in road calls along with improved service to our customers.

The Bay County Emergency Management Services that owns and maintains the existing communication system is upgrading the system. None of our current vehicle radios will be compatible with the new system. Because of the upgrade in the communication system, we are requesting 23 mobile radios. As we buy new vehicle, we will purchase upgraded radios if it is an option.

The Bay County Board of County Commissioners along with Bay County TPO oversee the transit operator. The transit operator provides the necessary training, management, and insurance. The fixed route and Demand Response operator provides the maintenance for all vehicles. The agency currently has an average total of 70 transportation employees and 50 plus drivers have CDL certifications.

c. Records maintenance
d. Vehicle maintenance – who, what, when and where. Include a section on how vehicles will be maintained without interruptions in service.
e. CDL requirements
f. System Safety Program Plan (SSPP)
g. Drug free work place

13. **New agencies only:** Have you met with the CTC and, if so, how are you providing a service that they cannot? Provide detailed information supporting this requirement.

Applications submitted without the appropriate coordination agreement may be rejected by FDOT. Grant awards will not be made without an appropriate coordination agreement.

1.8. FORM B-1: TRANSIT-RELATED OPERATING AND ADMINISTRATIVE EXPENSES

Name of Applicant: BOCC/Bay County Transportation Planning Organization

Name of Transit Program: Bay Area Transportation and Bay Town Trolley

Applicant Fiscal period start and end dates: 10/1/2015 to 9/30/2016

State Fiscal period from: July 1, 2017 to June 30, 2018

EXPENSE CATEGORY	TOTAL EXPENSE	FTA ELIGIBLE EXPENSE
Labor (501)	$ 12,984	$ 12,984
Fringe and Benefits (502)	4,432	4,432
Services (503)	65,012	65,012
Materials and Supplies (504)	13,395	13,395
Vehicle Maintenance (504.01)	63,737	63,737
Utilities (505)	31,062	31,062
Insurance (506)	6,754	6,754
Licenses and Taxes (507)	0	0
Purchased Transit Service (508)	911,492	911,492
Miscellaneous (509)	3,619	3,619
Leases and Rentals (512)	0	0
Depreciation (513)	0	
TOTAL	$ 1,112,487	$ 1,112,487 **(a)**

SECTION 5311 GRANT REQUEST:

Total FTA Eligible Expenses (from Form B-1, above) **$** 1,112,487 **(a)**

Rural Passenger Fares (from Form B-2) **$** 46,478 **(b)**

Operating Deficit **$** 1,066,009 **(c)**

[FTA Eligible Expenses (a) minus Rural Passenger Fares (b)] (from Form B-2)

Section 5311 Request **$** 125,000 **(d)**

(No more than 50% of Operating Deficit)

Grant Total All Revenues (from Form B-2) **$** 655,822 ***(e)**

Note: If Grand Total Revenues (e) exceeds FTA Eligible Expenses (a), reduce the Section 5311 Request (d) by that amount.

1.9. FORM B-2: TRANSIT-RELATED OPERATING AND ADMINISTRATIVE REVENUES

Name of Applicant: BOCC/Bay County Transportation Planning Organization

Name of Transit Program: Bay Area Transportation and Bay Town Trolley

Applicant Fiscal period start and end dates: 10/1/2015 to 9/30/2016

State Fiscal period from July 1, 2017 to June 30, 2018

OPERATING REVENUE CATEGORY	TOTAL REVENUE	REVENUE USED AS FTA MATCH
Passenger Fares for Transit Service (401)	**Total= $** 45,868 **Rural =$** **(b)**	
Special Transit Fares (402)		
School Bus Service Revenues (403)		
Freight Tariffs (404)		
Charter Service Revenues (405)		
Auxiliary Transportation Revenues (406)		
Non-transportation Revenues (407)		
Total Operating Revenue	**$**	**$**
OTHER REVENUE CATEGORY		
Taxes Levied directly by the Transit System (408)		
Local Cash Grants and Reimbursements (409)		
Local Special Fare Assistance (410)		
State Cash Grants and Reimbursements (411)	622,556	608,502
State Special Fare Assistance (412)		
Federal Cash Grants and Reimbursements (413)	207,248	47,320
Interest Income (414)		
Contributed Services (430)		
Contributed Cash (431)		
Subsidy from Other Sectors of Operations (440)		
Total of Other Revenue	**$** 829,804	**$** 655,822
GRAND TOTAL ALL REVENUE	**$** 875,672	**$** 655,822 **(e)**

1.10. FORM B-3: PROOF OF LOCAL MATCH

Name of Applicant: BOCC/Bay County Transportation Planning Organization

Sources and amounts of local share for the operating assistance being requested:

SOURCE:	AMOUNT:
Purchase of Service	$655,822

(Signature of authorized representative)

Angela Bradley
Transit Systems Program Administrator

(Name and title of authorized representative)

Attach documentation of match funds immediately behind this page. Proof may consist of, but not be limited to: Transportation Disadvantaged (TD) allocation, written statements from county commissions, state agencies, city managers, mayors, town councils, organizations, accounting firms and financial institutions.

FY16 Match Requirement

Grant	Rural/Urban	Description		Mode	1. Funding Sources for FY16 Grants DU	DPTO	FHWA to FTA	FTA	Required Match	TOTAL	2. Match Derived From:
5311	Non-Urbanized	Operating Asst.		Para	121,011.55				121,011.55	**242,023.10**	Purchase of Service
Block		Operating Asst.		Fixed		482,265.01			482,265.01	**964,530.02**	Purchase of Service
5307 / X829		Capital & Planning		Both				547,169.71	109,433.94	**656,603.65**	Toll Revenue Credits
5307 / X868		Operating Asst.		Both				174,268.01	174,268.01	**348,536.02**	State Funds {Block/Corridor}
5307 / X868		Capital & Planning		Both				489,168.86	295,935.00	**785,103.86**	Toll Revenue Credits
5307 / X772		Capital		Both				130,422.70	26,084.54	**156,507.24**	Capital Portion/Toll Revenue Credits
5307 / X796		Capital		Both				106,176.48	21,235.30	**127,411.78**	Capital Portion/Toll Revenue Credits
5307/ FL-2016-012		Operating Asst.		Both				307,997.00	307,997.00	**615,994.00**	State Funds {Block/Corridor}
5307/ FL-2016-012		Capital & Planning		Both				834,969.29	392,342.00	**1,227,311.29**	Toll Revenue Credits
5310		Capital/Operating		Para	52,250.00	5,225.00			5,225.00	**62,700.00**	POS/Using Contract PassFare
5339	Small Urban				70,413.00				0.00	**70,413.00**	Toll Revenue Credits
Urban Corr		Operating Asst.		Fixed		189,000.00			0.00	**189,000.00**	Match not required
JARC	823	Career/Operating/B.M.		Fixed			156,812.00		81,767.08	**238,579.08**	Bay Medical
JARC	823	Mobility Management		Fixed			74,971.00		14,994.20	**89,965.20**	Local Funds
FLEX/X093		FlexFunds					15,114.00		3,778.50	**18,892.50**	Toll Revenue Credits
FLEX/X096		FlexFunds					150,000.00		37,500.00	**187,500.00**	Toll Revenue Credits
					243,674.55	676,490.01	396,897.00	2,590,172.05	**2,073,837.13**	**5,981,070.74**	

DU - State Primary/Federal Reimbursement
DPTO - State - PTO {Public Transit Office}
FHWA - Federal Highway Administration
FTA - Federal Transit Administration

1.11. FORM B-4: BREAKDOWN OF DIRECT TRANSPORTATION COSTS

Are you billing Direct Cost? Yes ___ No X
If yes, skip to Form B-5

If operating funding is being requested the applicant must complete one of the two (2) requested sections within Form B-3. The applicant can elect to complete the form using

1) Hourly Rate or 2) Per Trip Rate (one or the other) calculation. Only one rate calculation (hourly operating rate or per trip rate) section must be provided with the grant application.

If the applicant has an approved rate by the Commission for Transportation Disadvantaged (TD) for reimbursable service to TD clients include this rate with your application.

Hourly Rate Calculation

Note: If you elect to use this (hourly rate) calculation do not complete the Per Trip Rate calculation section.

Operating Expenses (Operating Budget)

EXPENSE ITEM	EXPENSE AMOUNT $
Driver Wages and Benefits	
Cost of Leases (Vehicles, Equipment, Infrastructure, etc.)	
Fuel	
Maintenance	
Other (Modify the form to list all that apply) Contracted/Purchased Transportation {All Above Items Included}	911,492
County Admin/Oversight	164,550
TOTAL EXPENSES	1,076,042 (a)

Operating Revenues

REVENUE ITEM	REVENUE AMOUNT $
Federal Grants or Subsidies (PM) & (Admin Costs/Other)	192,690
State Grants or Subsidies TD@444,263, A2C@85,830	530,093
Local Grants or Subsidies	
Revenues from Advertising or Similar	
Other (Modify the form to list all that apply)	154,998
TOTAL REVENUE	877,781 (b)

Net Transportation Cost

Total Expenses (a) – Total Revenues (b) = **Net Transportation Cost (c) Service**

Hours Per Year 25,816 (d)

Hourly Rate

Net Transportation Cost (c) / Service Hours Per Year (d) = **Hourly Rate (e)**

1,076,042 less 877,781 equals 198,261 divided by 25,816 equals 7.68

Total Project Cost

Number of vehicles x Hours each day x Number of days per year x Hourly rate (e) =

Total Project Cost (f) 26 vehicles times 11 hrs times 251 days equals 71,786 times 7.68 equals 551,316.48

Estimate Farebox Revenues Farebox Revenue divided by 1,076,042 equals 4% ratio

Use the yearly reported farebox recovery ratio to calculate the estimated farebox revenues. The farebox recovery ratio is the amount of operating expenses that are recovered by passenger fares. The farebox recovery ratio is calculated by dividing the farebox revenue by the total operating expenses.

Total Project Cost (f) x Farebox Recovery Ratio = **Estimated Farebox Revenue (g) Net Project Cost**

551,316.48 times 4% equals 22,052.66

Total Project Cost (f) - Farebox Revenue (g) = **Net Project Cost (h)**

551,316.48 less 22,052.66 equals 529,263.82

FDOT or FTA Contribution (50% of Net Project Cost)

Net Project Cost (h) x 50% (.50) = **FDOT or FTA Contribution (i)**

529,263.82 times 50% equals 264,631.91

Per Trip Rate Calculation

Note: If you elect to use this (per trip rate) calculation do not complete the Hourly Rate calculation section.

Operating Expenses (Operating Budget)

EXPENSE ITEM	**EXPENSE AMOUNT $**
Driver Wages and Benefits	
Cost of Leases (Vehicles, Equipment, Infrastructure, etc.)	
Fuel	
Maintenance	
Other (Modify the form to list all that apply)	
TOTAL EXPENSES	(a)

Operating Revenues

REVENUE ITEM	**REVENUE AMOUNT $**
Federal Grants or Subsidies	
State Grants or Subsidies	
Local Grants or Subsidies	
Revenues from Advertising or Similar	
Other (Modify the form to list all that apply)	

TOTAL REVENUE	(b)

Net Transportation Cost

Total Expenses (a) – Total Revenues (b) = **Net Transportation Cost (c) Service**

Trips Per Year_____(d)

Rate Per Trip

Net Transportation Cost (c) / Service Trips Per Year (d) = **Rate Per Trip (e)**

Total Project Cost

Number of Vehicles x Trips per day x Number of days per year x Rate per trip (e) = **Total Project Cost (f)**

Estimate Farebox Revenues

Use the yearly reported farebox recovery ratio to calculate the estimated farebox revenues. The farebox recovery ratio is the amount of operating expenses that are recovered by passenger fares. The farebox recovery ratio is calculated by dividing the farebox revenue by the total operating expenses.

Total Project Cost (f) x Farebox Recovery Ratio = **Estimated Farebox Revenue (g) Net Project Cost**

Total Project Cost (f) - Farebox Revenue (g) = **Net Project Cost (h)**

FDOT or FTA Contribution (50% of Net Project Cost)

Net Project Cost (h) x 50% (.50) = **FDOT or FTA Contribution (i)**

1.12. FORM B-5: CALCULATING SERVICE AREA PERCENTAGES

Step 1:

Based upon your proposed and current project description, you will need to calculate the percentage of service within the urban, small urban and/or rural parts of the service area. To do so, take the number of trips, revenue service hours or revenue service miles originating in each area (Urban, Small Urban and Rural) and divide them by the total number of trips, revenue service hours or revenue service miles. You will need your map, A-1 Fact Sheet and/or the Proposed Project Description to determine this.

Urban = UZA	**Small Urban = SUZA**	**Rural = Rural**

Example:

If your agency makes 500 trips per year and 100 of those trips are urban then:

100 UZA trips/ 500 total trips = .2 * 100 = 20% UZA service area

If your agency makes 500 trips per year and 200 of those trips are small urban then:

200 SUZA trips/ 500 total trips = .4 * 100 = 40% SUZA service area

If your agency makes 500 trips per year and 200 of those trips are rural then:

200 Rural/ 500 total trips = .4 * 100 = 40% Rural service area 57,574 divided by 90,129 equals 64%

Step 2:

Once you have determined how the service area is split between UZA, SUZA and Rural, you will need to calculate the funding split. To do so, you must separate your total amount requested into the designated funding split you calculated in step 3.

Example:

Total Requested: $300,000.00

Funding Split: UZA: $300,000 * .2 = $60,000.00

SUZA: $300,000 * .4 = $120,000.00

Rural: $300,000 * .4 = $120,000.00 125,000 * .64 = 79,845

*Note: When invoicing for the project, you must use the above funding split on your invoice summary forms.

Step 3:

Once you have determined the funding split between UZA, SUZA and Rural, you will need to calculate the match amount required to complete the Form 424. Use the amounts calculated in step 4 to complete this task.

Example:

Operating Assistance (50% Federal and 50% Local):

UZA: $60,000.00 * .5 = $30,000.00 Federal and $30,000.00 Local

SUZA: $120,000.00 * .5 = $60,000.00 Federal and $60,000.00 Local

Rural: $120,000.00 * .5 = $60,000.00 Federal and $60,000.00 Local 79,845 * .64 = 39,922.50

Capital Assistance (80% Federal, 10% State and 10% Local):

UZA: $60,000.00 * .8 = $48,000 Federal, $6,000 State and $6,000 Local

SUZA: $120,000 * .8 = $96,000 Federal, $12,000 State and $12,000 Local

Rural: $120,000 * .8 = $96,000 Federal, $12,000 State and $12,000 Local

1.13. EXHIBIT E: FEDERAL CERTIFICATIONS AND ASSURANCES

Please attach Federal Certifications and Assurances signature page here.

FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

FEDERAL FISCAL YEAR 2017 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE
(Required of all Applicants for federal assistance to be awarded by FTA and all FTA Grantees with an active Capital or Formula Award)

AFFIRMATION OF APPLICANT

Name of the Applicant: Bay County Transportation Planning Organization

Name and Relationship of the Authorized Representative: Angela Bradley, Transit Systems Administrator

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2017, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek federal assistance to be awarded during federal fiscal year 2017.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq*., and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____ Date: Jan 3, 2017

Name Angela Bradley
Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): Bay County Transportation Planning Organization

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature _____ Date: _____

Name William C. Henry Florida Bar #0974412
Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA and each FTA Recipient with an active Capital or Formula Project or Award must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within FTA's electronic award and management system, provided the Applicant has on file and uploaded to FTA's electronic award and management system this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

FEDERAL FISCAL YEAR 2017 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE
(Required of all Applicants for federal assistance to be awarded by FTA and all FTA Grantees with an active Capital or Formula Award)

AFFIRMATION OF APPLICANT

Name of the Applicant: Bay County Transportation Planning Organization

Name and Relationship of the Authorized Representative: Angela Bradley, Transit Systems Administrator

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2017, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek federal assistance to be awarded during federal fiscal year 2017.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____ Date: Jan 3, 2017

Name Angela Bradley
Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): Bay County Transportation Planning Organization

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature _____ Date: Jan 5, 2017

Name William C. Henry Florida Bar #0974412
Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA and each FTA Recipient with an active Capital or Formula Project or Award must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within FTA's electronic award and management system, provided the Applicant has on file and uploaded to FTA's electronic award and management system this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

1.14. EXHIBIT J: STANDARD LOBBYING CERTIFICATION FORM

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 making lobbying contacts to 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, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," (a copy the form can be obtained from http://www.dot.state.fl.us/transit/Pages/grantsadministration.shtm) in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language 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.

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 a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor, Bay County BOCC/TPO certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

Angela Bradley
Transit Systems Program Administrator
_____ Name and Title of Contractor's Authorized Official

January 5, 2017
_____ Date

1.15. EXHIBIT K: FTA SECTION 5333 (B) ASSURANCE

(Note: By signing the following assurance, the recipient of Section 5311 and/or 5311(f) assistance assures it will comply with the labor protection provisions of 49 U.S.C. 5333(b) by one of the following actions: (1) signing the Special Warranty for the Rural Area Program (see FTA Circular C 9040.1E, Chapter X); (2) agreeing to alternative comparable arrangements approved by the Department of Labor (DOL); or (3) obtaining a waiver from the DOL.)

Bay County BOCC/Bay County TPO (hereinafter referred to as the "Recipient") HEREBY ASSURES that the "Special Section 5333 (b) Warranty for Application to the Small Urban and Rural Program" has been reviewed and certifies to the Florida Department of Transportation that it will comply with its provisions and all its provisions will be incorporated into any contract between the recipient and any sub-recipient which will expend funds received as a result of an application to the Florida Department of Transportation under the FTA Section 5311 Program.

Dated January 5, 2017

Angela Bradley
Transit Systems Program Administrator
(Name and Title of Authorized Representative)

(Signature of Authorized Representative)

Note: All applicants must complete the following form and submit it with the above Assurance.

LISTING OF RECIPIENTS, OTHER ELIGIBLE SURFACE TRANSPORTATION PROVIDERS, UNIONS OF SUB-RECIPIENTS, AND LABOR ORGANIZATIONS REPRESENTING EMPLOYEES OF SUCH PROVIDERS, IF ANY

1 Identify Recipients of Transportation Assistance Under this Grant.	2 Site Project by Name, Description, and Provider (e.g. Recipient, other Agency, or Contractor)	3 Identify Other Eligible Surface Transportation Providers (Type of Service)	4 Identify Unions (and Providers) Representing Employees of Providers in Columns 1, 2, and 3
Bay County BOCC/ Bay County TPO	First Transit (Contract Operation) Bay Area Transportation (Demand Response Service)	First Transit (Contract Operator) Bay Town Trolley (Fixed Route Service)	N/A

1.16. **TITLE VI PROGRAM**

If an applicant has not previously submitted their Title VI plan to the Department, a copy must be included here.

Exhibit 2

2017

49 U.S.C. Section 5339

Bus and Bus Facilities Formula Program for Rural Areas

CFDA 20.526

Capital Assistance Application

Florida Department of Transportation - Public Transit Office

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1. CAPITAL ASSISTANCE APPLICATION

1.1. CAPITAL ASSISTANCE APPLICATION CHECKLIST

Name of Applicant: **Bay County/Bay County Transportation Planning Organization**
Check one: New Applicant _____ Recurring Applicant **X**

The following must be included in the Application for Section 5339 Capital Assistance in the order listed.

_X_ **1.1** Capital Assistance Application Checklist (this form)
_X_ **1.2** Applicant's cover letter
_X_ **1.3** Governing board's Resolution
_X_ **1.4** Form 424: Application for Federal Assistance
_X_ **1.5** Exhibit A: Current System Description
_X_ **1.6** Exhibit A-1: Fact Sheet (if grant is for vehicles/equipment)
_X_ **1.7** Exhibit B: Proposed Project Description
_X_ **1.8** Exhibit C: Public Hearing and Publisher's Affidavit (public agencies only)
_X_ **1.9** Form C-1: Operating & Administrative Expenses
_X_ **1.10 Form C-2: Operating & Administrative Revenues**
_X_ **1.11** Form C-4: Current Vehicle and Equipment Inventory (if grant is for vehicles/equipment)
_X_ **1.12** Form C-5: Capital Request
_X_ **1.13** Exhibit D: Leasing
_X_ **1.14** Exhibit E: Federal Certifications and Assurances
_N/A_ **1.15** Exhibit F: Certification of Equivalent Service (if grant is for non-accessible vehicles)
_X_ **1.16** Exhibit G: Applicant Certification and Assurance to FDOT
_X_ **1.17** Exhibit J: Standard Lobbying Certification Form
_X_ **1.18** Exhibit K: FTA Section 5333(b) Assurance
_X_ **1.19** Copy of the Title VI Plan (Located in Transcip Bay County BOCC/Bay County TPO)

If grant is for facilities:

_N/A_ **1.20** Copy of cover letter sent with application submitted to Local Clearinghouse Agency/RPC
Date: _____
N/A **1.21** Exhibit H: Protection of the Environment

FOR DEPARTMENT USE ONLY

Date: _____Letter received from the Local RPC/Clearinghouse

On behalf of Bay County TPO

COVER LETTER 1.2

January 04, 2017

To: State of Florida Department of Transportation

Re: 5311, 5339 Urban and Rural Grant Applications

The Bay County Transportation Planning Organization (TPO) and designee, Bay County Board of County Commissioners as the recipient through MOA attached and submits these Applications for the Section 5311 and 5339 Rural and Urban Program Grants and agrees to comply with all assurances and exhibits attached hereto and by this reference made a part thereof, as itemized in the Checklist for Application Completeness.

The Bay County Transportation Planning Organization (TPO) further agrees, to the extent provided by law (in case of a government agency in accordance with Sections 129.07 and 768.28, Florida Statutes) to indemnify, defend and hold harmless the Department and all of its officers, agents and employees from any claim, loss, damage, cost, charge, or expense out of the non-compliance by the Agency, its officers, agents or employees, with any of the assurances stated in this Application.

This Application is submitted on this 4 day of January, 2017 with two (2) resolutions authorizing Angela Bradley, Bay County Transit Systems Program Administrator to sign this Application.

By: Angela Bradley

Signature

1/5/17

Date

RESOLUTION NO.: 3387

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY, FLORIDA, AUTHORIZING THE CHAIRMAN OF THE BAY COUNTY BOARD OF COUNTY COMMISSIONERS TO ENTER INTO AND SIGN THE PUBLIC TRANSPORTATION JOINT PARTICIPATION AGREEMENTS FOR THE BLOCK GRANT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR TRANSIT SERVICE IN THE NON-URBANIZED & SMALL URBAN AREAS OF BAY COUNTY; AND AUTHORIZE THE CHAIRMAN TO SIGN ALL RELATED DOCUMENTS.

WHEREAS, on September 25, 2013, the Bay County Transportation Planning Organization voted to approve the Board of County Commissioners of Bay County, Florida to be its financial conduit organization, upon approval and acceptance of the Board of County Commissioners; and

WHEREAS, on October 1, 2013, the Board of County Commissioners agreed to be the financial conduit for the Bay County Transportation Planning Organization.

NOW THEREFORE, BE IT RESOLVED by the Bay County Board of County Commissioners that:

Section 1. Authority. The Chairman of the Bay County Board of County Commissioners is authorized to enter into and execute the Public Transportation Joint Participation Agreements for the Block Grant with the Florida Department of Transportation for transit service in the non-urbanized and small urban areas of Bay County, and any Supplements, Notification of Funding, or Notices of Grant Awards relating thereto. In the absence of the Chairman or in the event of the Chairman's inability to serve by reason of illness, accident, or any other reason, the Vice Chairman shall have the authority to enter into and execute any such documents.

Section 2. Effective Date. This resolution shall be effective upon adoption.

DONE AND ADOPTED by the Board of County Commissioners of Bay County, Florida, this 16th day of August, 2016.

BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY, FLORIDA

Mike Nelson, Chairman

ATTEST:

Bill Kinsaul, Clerk

CIRCUIT COURT BAY COUNTY, FLORIDA

BOARD OF COUNTY COMMISSIONERS BAY COUNTY, FLORIDA SEAL

Approved as to form:

Office of County Attorney

RESOLUTION BAY 14-37

A RESOLUTION OF THE BAY COUNTY TRANSPORTATION PLANNING ORGANIZATION AUTHORIZING APPLICATION FOR AND EXECUTION OF FEDERAL AND STATE PUBLIC TRANSPORTATION GRANTS BY THE BAY COUNTY BOARD OF COUNTY COMMISSIONERS TRANSIT/BUDGET OFFICE

WHEREAS, the Bay County Transportation Planning Organization (TPO) is the Metropolitan Planning Organization designated by the Governor of the State of Florida as being responsible with the State of Florida, for carrying out the continuing, cooperative and comprehensive transportation planning process for the Bay County TPO Planning Area; and

WHEREAS, the Bay County TPO is the direct recipient of State and Federal grant funds for Public Transportation in the Panama City urbanized area and the Bay County Board of County Commissioners Budget/Transit Office is the funds conduit; and

WHEREAS, State and Federal grants impose certain obligations upon the recipient, and may require matching local funds; and

WHEREAS, the Bay County TPO provides annual certifications and assurances to the Federal Transit Administration (FTA) and the Florida Department of Transportation (FDOT); and

NOW, THEREFORE BE IT RESOLVED BY THE BAY COUNTY TRANSPORTATION PLANNING ORGANIZATION (TPO) THAT:

1. The TPO authorizes the TPO Chairman to sign Resolution BAY 14-37 authorizing the Bay County Board of County Commissioners Transit/Budget Office's Transit Systems Program Administrator and his or her designee to apply for and execute public transportation grant agreements with the FTA and FDOT on behalf of the Bay County TPO.

2. The TPO authorizes the TPO Chairman to sign Resolution BAY 14-37 authorizing the Bay County Board of County Commissioners Transit/Budget Office's Transit Systems Program Administrator and his or her designee to file certifications and assurances or other required documents with the grant applications.

Passed and duly adopted by the Bay County TPO on this 3rd day of December 2014.

BAY COUNTY TRANSPORTATION PLANNING ORGANIZATION

BY: _____
Rodney Friend, Chairman

ATTEST: _____

OMB Number: 4040-0004
Expiration Date: 10/31/2019

Application for Federal Assistance SF-424

* 1. Type of Submission:	* 2. Type of Application:	* If Revision, select appropriate letter(s):
☐ Preapplication	☒ New	
☒ Application	☐ Continuation	* Other (Specify):
☐ Changed/Corrected Application	☐ Revision	

* 3. Date Received:	4. Applicant Identifier:
01/05/2017	Not Applicable

5a. Federal Entity Identifier:	5b. Federal Award Identifier:
Not Applicable	Not Applicable

State Use Only:

6. Date Received by State:	7. State Application Identifier: 1001

8. APPLICANT INFORMATION:

* a. Legal Name: Bay County Board of County Commissioners/TPO

* b. Employer/Taxpayer Identification Number (EIN/TIN):	* c. Organizational DUNS:
59-6000512	015011200000

d. Address:

* Street1:	840 W. 11th St.
Street2:	
* City:	Panama City
County/Parish:	
* State:	FL: Florida
Province:	
* Country:	USA: UNITED STATES
* Zip / Postal Code:	324012336

e. Organizational Unit:

Department Name:	Division Name:
Budget	Transit

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:	Ms	* First Name:	Angela
Middle Name:			
* Last Name:	Bradley		
Suffix:			

Title: Transit Systems Program Administrator

Organizational Affiliation:
Program Administrator

* Telephone Number:	850-248-8248	Fax Number:	850-248-8172

* Email: abradley@baycountyfl.gov

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Federal Transit Administration

11. Catalog of Federal Domestic Assistance Number:

20.526

CFDA Title:

Bus and Bus Facilities Formula Program

*** 12. Funding Opportunity Number:**

Not Applicable

* Title:

Section 5339 Capital Non-Urbanized Area

13. Competition Identification Number:

Not Applicable

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Purchase of vehicles and equipment for rural Bay County, FL. Please see attached

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: 3
* b. Program/Project: 3

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 07/01/2017
* b. End Date: 06/30/2018

18. Estimated Funding ($):

* a. Federal	334,689.00
* b. Applicant	
* c. State	83,672.00
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	418,361.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- [ ] a. This application was made available to the State under the Executive Order 12372 Process for review on
- [ ] b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- [x] c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

- [ ] Yes
- [x] No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

- [x] ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Ms.
* First Name: Angela
Middle Name:
* Last Name: Bradley
Suffix:

* Title: Transit Systems Program Administrator

* Telephone Number: 850-248-8248
Fax Number: 850-248-8172

* Email: abradley@baycountyfl.gov

* Signature of Authorized Representative:
* Date Signed: 01/03/2017

1.5 EXHIBIT A 5339
(Rural) Capital Request
` Project Description

1. The Bay County Transportation Planning Organization (TPO) is the recognized body and designated recipient for Bay County, Florida Demand Response system. However, Bay County Board of County Commissioners is the designated government body to receive the funds on behalf of the (TPO). Per the Bay County TPO by laws, the TPO purpose and functions are:

(a) To carry out a continuing, cooperative, and comprehensive transportation planning process in Bay County consistent with applicable federal, state and local laws in cooperation with the Florida Department of Transportation;
(b) To develop transportation systems embracing various modes of transportation to maximize the mobility of people and goods within and through Bay County and minimize, to the maximum extent feasible, transportation-related fuel consumption and air pollution;
(c) To develop transportation plans and programs, in cooperation with the Florida Department of Transportation, which provide for the development of transportation facilities that will function as a multi-modal and intermodal transportation system for Bay County; and
(d) To assure the continued eligibility for the receipt of federal and state capital and operating assistance for transportation projects in Bay County.

2. The Bay County Board of County Commissioners (BOCC) serves as the CTC and oversee the Demand Response operations and fixed route operations on behalf of Bay County citizens. This is in conjunction with the Bay County (TPO). Bay County (BOCC) has 4 dedicated transit staff overseeing the programs and transit operator. Currently, First Transit is the Demand Response and fixed route operator with over 70 employees for both operations.
3. The Bay County Board of County Commissioners along with Bay County TPO oversee the transit operator. The transit operator provides the necessary training, management, and insurance.
4. The fixed route and Demand Response operator provides the maintenance for all vehicles.
5. The agency currently has an average total of 70 transportation employees. 50 plus drivers have CDL certifications.
6. The Bay County BOCC as the CTC provides demand response in Bay County. However, in the rural area over 1,896 one way passenger trips are provided. The demand is higher than last year and continuing to rise in the non-urban areas of Bay County. The ageing population in the area continues to increase because of retirees and services provided by the two military installations. We are also seeing a great demand on the entire transit system just since the Veterans Hospital/Clinic opened in December, 2016.

Development Plan

INTRODUCTION TO THE SERVICE AREA

The preparation and development of a Transportation Disadvantaged Service Plan (TDSP) provides agencies, coordinators, planners and citizens with a blueprint for coordinated service, a framework for service performance evaluation and a means to project a vision in the transportation disadvantaged services for the future. A strategic approach has been used to develop this TDSP. First, an evaluation of the current strengths and weaknesses of the service area is accomplished. This includes compiling a database of demographics and existing conditions, and reviewing TD related plans and service providers. This will answer the question: Where are we? Secondly, there is an in-depth assessment of the goals and objectives, which will provide direction and answer the question: Where do we go from here? This is accomplished by reviewing the supply and demand of services and funding provided. An evaluation of existing services versus TD needs and demands is undertaken using a transportation service supply and condition approach. Thirdly, we answer the question: How do we get where we want to go from where we are? This is accomplished by developing a plan to achieve the service area's goals while building on the strengths and eliminating the weaknesses.

Background of the Transportation Disadvantaged Program

The State of Florida is a recognized leader of providing coordinated human services transportation for individuals that are transportation disadvantaged. In 1989, a major commitment to mobility in the State of Florida was formalized when the legislature revised Chapter 427 Florida Statutes (F.S.) creating the Florida Coordinated Transportation System (FCTS) and a dedicated funding source. The FCTS includes the Commission for the Transportation Disadvantaged (CTD); Designated Official Planning Agencies (DOPA); Community Transportation Coordinators (CTC); Local Coordinating Boards (LCB); Transportation Operators (TO); purchasing and funding agencies/entities; and most importantly, those in need, the Transportation Disadvantaged (TD). Chapter 427 defines TD persons as those persons who because of physical or mental disability, income status, or age are unable to transport themselves or to purchase transportation. The legislation also includes children who are "high-risk" or "at-risk" of developmental disabilities.

Community Transportation Coordinator Designation Date/History

In 1983, Bay County Council on Aging, Inc. was named the Community Transportation Coordinator (CTC) and operator for the transportation disadvantaged and the program was implemented by gradually adding participating agencies to the program until all agencies who requested the service were served. On July 1, 1984, the program was fully implemented and served all agencies in the service area that were willing to participate in the coordinated system.

In November 2003, Tri-County Community Council was appointed as CTC on an emergency basis when Bay County Council on Aging, Inc. chose not to be the CTC. This was followed by a Request For Proposal (RFP) to pick a permanent CTC. Tri-County Community Council was chosen as the CTC at the conclusion of the RFP process in April 2004. Tri-County Community Council was selected once again to continue as the CTC for Bay County in 2009.

Effective January 1, 2014 through June 30, 2014, Bay County Board of County Commissioners (BCC) was appointed as CTC on an emergency basis when Tri-County Community Council chose not to be the CTC. Bay County BCC selected Pensacola Bay Transportation as the contract operator to provide coordinated transportation services to the transportation disadvantaged. Pensacola Bay Transportation discontinued its service as of May 31, 2014 and Bay County BCC contracted with First Transit under an emergency basis to begin June 1, 2014.

Bay County BCC requested to remain the CTC and was approved by the CTD for a five year period effective July 1, 2014 through June 30, 2019. **Bay County BCC will need to select a contract operator through an appropriate procurement process in the near future.**

Organization Charts

Organizational charts have been included in the appendices. The charts identify those involved in the provision of service, from the Commission for the Transportation Disadvantaged, through the local Coordinating Board, to the Community Transportation Coordinator and the Planning Agency, and to the consumers. The Transportation Disadvantaged Program Concept Chart is shown in Figure 1 and the CTC Organization Chart is shown in Figure 2.

Consistency Review of Other Plans

The Transportation Disadvantaged Service Plan is consistent with local government Comprehensive Plans, Regional Policy Plans, Transit Development Plans, Commission for the Transportation Disadvantaged 5Yr/20Yr Plan, TPO Long Range Transportation Plans, and Transportation Improvement Programs. These plans are briefly discussed in the sections below. The areas where public transportation is addressed have been highlighted.

Local Government Comprehensive Plans

Local governments who have developed a comprehensive plan and are located within Bay County are as follows: (1) Bay County, (2) Callaway, (3) Cedar Grove, (4) Lynn Haven, (5) Mexico Beach, (6) Panama City, (7) Panama City Beach, (8) Parker, and (9) Springfield. These comprehensive plans are addressed in the following sections. A focus will be placed on the public transportation component of each of the plans.

Bay County (October 20, 2009)

The TDSP is consistent with the following items from the Comprehensive Plan of Bay County.

Transportation Goal: Section 125.01, Florida Statutes provides general authority to the Board of County Commissioners to establish and provide transportation and **public transportation** programs. The goals of the Board relative to transportation programs are: to provide for a safe, convenient and efficient transportation system; to promote the purpose and intent of the Florida Transportation Code; to provide for efficient and effective coordination between transportation planning and land use planning; to promote access management on major thoroughfares; to preserve the functional integrity of the State and County Highway and Road Systems; to establish and maintain level of service standards; to effect improvements to the road and highway network; to establish and maintain regulations governing rights-of-way use, parking, and related activities; to improve the appearance of major routes into and out of the County; to prevent the creation of airport and landing field hazards and land use conflicts; to promote a safe and convenient system for the movement of pedestrians and bicycles, and; to promote and further the laws of the State relative to the transportation system.

Objective 4.16: Participate in the provision of **public transportation.**
Performance Measure: Whether or not the County is eligible for and can justify participation in the program.

Policy 4.16.1: The County will participate through the TPO toward continuation of the **Bay Town Trolley and Bay Coordinated Transportation programs** including an analysis of the feasibility of developing a trolley system to serve the public beach access points, a discussion of alternative parking systems including, but not limited to, fee acquisition, joint parking systems, or financial incentives.

Policy 4.16.2: The County shall participate through the TPO in identifying and analyzing alternative elements of transportation including, but not limited to: (1) Park and Ride options; (2) "Share a Ride" program; (3) **Bay Town Trolley**; and (4) Bicycle/Pedestrian Plan.

Policy 4.16.3: The County shall participate through the TPO in maintaining an inventory of all implemented **alternative transportation** elements.

PUBLIC HEARING

All interested parties within Bay County, Florida are hereby advised that the Bay County Transportation Planning Organization and Bay County Board of County Commissioners are applying to the Florida Department of Transportation for capital items which include the following 5 cutaways (less than 30' feet); 1 transit bus (greater than 30'feet); radios; software and hardware which total approximately $975,000.00 and operating assistance which total approximately $125,000.00 under Grant Sections 5311 & 5339 of the Federal Transit Act of 1991, as amended, for the purchase of vehicles to be used for the provision of public transit services within the Bay Area Transportation Rural Service Area and Bay Town Trolley Small Urban Area.

A Public Hearing has been scheduled at 840 West 11th Street, Panama City, Florida 32401, February 21st, 2017, 9:00 a.m., for the purpose of advising all interested parties of service being contemplated if a grant is awarded, and to ensure that contemplated services would not represent a duplication of current or proposed services provided by existing transit or paratransit operators in the area.

This hearing will be conducted if and only if a written request for the hearing is received by (two days prior to the scheduled hearing).

All interested parties may attend the meeting and be heard. Any person wishing to appeal any decision made by the Bay County Board of County Commissioners at this meeting will need a record of the proceedings. For that purpose, such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the County Manager's Office at (850) 248-8140 at least 48 hours prior to the date of the Meeting.

<u>Requests for a hearing must be addressed to:</u>
Bay County Transportation Planning Organization (TPO)
c/o Bay County Board of County Commissioners
Budget/Transit Department
abradley@baycountyfl.gov
840 West 11th Street
Panama City, Florida 32401

Florida Law and Title VI of the Civil Rights Act of 1964 Prohibits Discrimination in: Public accommodation on the basis of race, color, religion, sex, national origin, handicap, or of marital status. Persons believing they have been discriminated against on these conditions may file a complaint with the Florida Commission on Human Relations at 850-488-7082 or 800-342-8170 (voice messaging).

1.6. EXHIBIT A-1: FACT SHEET

Name of Applicant: **Bay County/Bay County Transportation Planning Organization**

	CURRENTLY	IF GRANT IS AWARDED
1. Number of one-way passenger trips.* **PER YEAR**	**1,896**	**Same**
2. Number of individuals served unduplicated (first ride per rider per fiscal year). **PER YEAR****	**42**	**Same**
3. Number of vehicles used for this service. **ACTUAL**	**27**	**Same**
4. Number of ambulatory seats. **AVERAGE PER VEHICLE (Total ambulatory seats divided by total number of fleet vehicles)**	**10**	**Same**
5. Number of wheelchair positions. **AVERAGE PER VEHICLE (Total wheelchair positions divided by total number of fleet vehicles)**	**3**	**Same**
6. Vehicle Miles traveled. **PER YEAR**	**22,292**	**Same**
7. Average vehicle miles **PER DAY**	**11.76**	**Same**
8. Normal vehicle hours in operation. **PER DAY**	**12**	**Same**
9. Normal number of days in operation. **PER WEEK**	**6**	**Same**
10. Trip length (roundtrip). **AVERAGE**	**3.5**	**Same**

Estimates are acceptable. The information listed should be specific to the Section 5339 funds and not agency wide.

* One way passenger trip is the unit of service provided each time a passenger enters the vehicle, is transported, then exits the vehicle. Each different destination would constitute a passenger trip

** The unduplicated riders are for current year and the subsequent year once the grant is awarded

1.7 EXHIBIT B 5339
(Rural) Capital Request
Proposed Project Description

This grant application is intended to meet the purpose and functions of the existing level of service of the Bay County Transportation Planning Organization and the Bay County BOCC, but more importantly this project will enhance the mobility of people within the rural areas of Bay County by providing Demand Response. The Bay County Board of County Commissioners (BOCC) serves as the CTC and oversee the Demand Response operations and fixed route operations on behalf of Bay County citizens. This is in conjunction with the Bay County (TPO). Bay County (BOCC) has 3 dedicated transit staff overseeing the programs and transit operator. Currently, First Transit is the Demand Response and Fixed Route Operator with over 70 employees for both operations. Currently this is our only contracted operator. Therefore, the distribution of vehicles will be equitable.

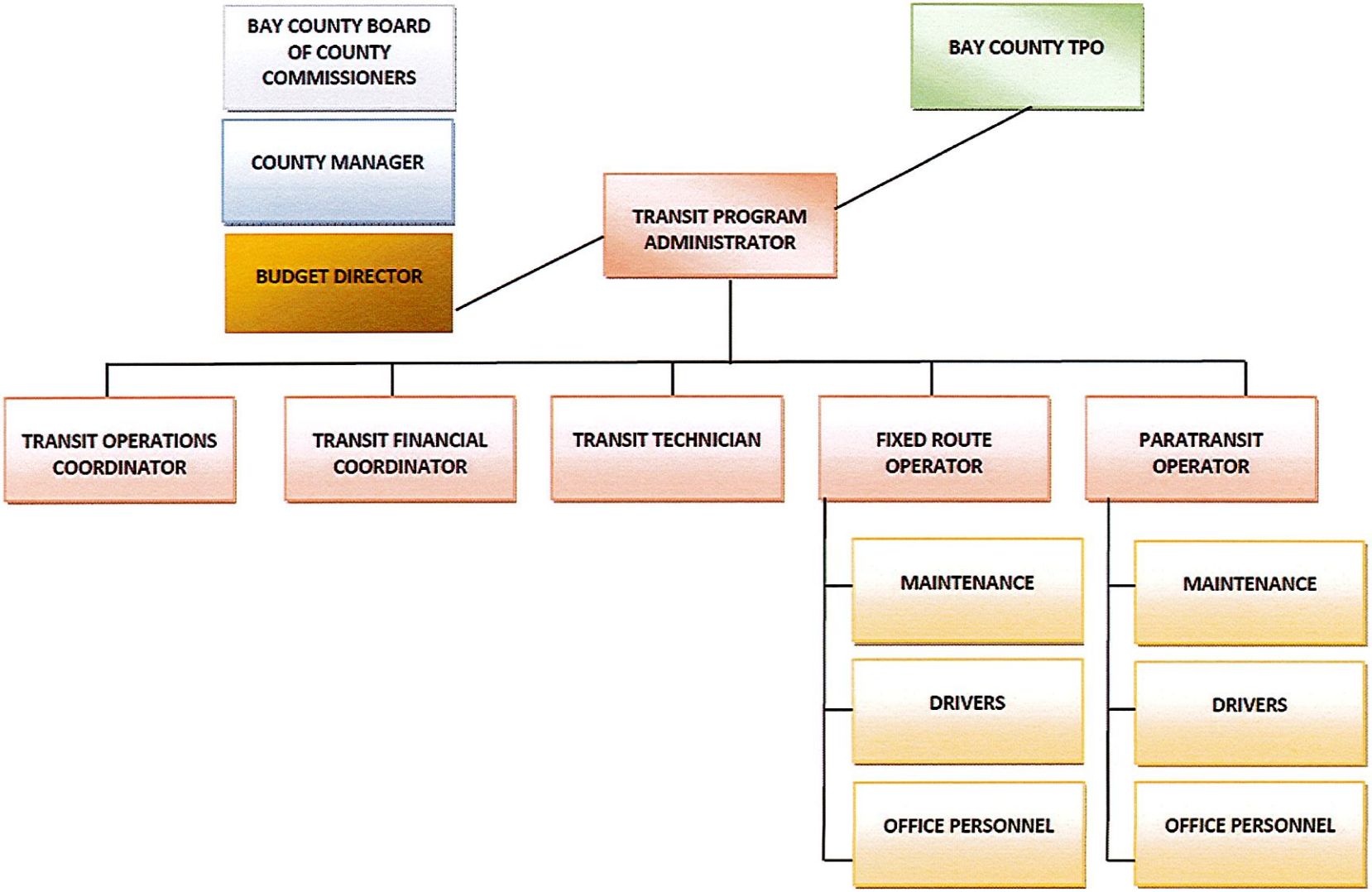
The Bay Area Transportation fleet replacement program has not met the vehicle retirement expectations and the vehicle replacement plan has been lacking in previous years. This request is to replace 5 existing vehicles to maintain our required vehicle replacement plan submitted to FDOT and FTA (see vehicle inventory). Replacement of vehicles will decrease the systems vehicle maintenance, thus decreasing road calls, late trips and unhappy customers. With an increase in new vehicles comes a decrease in road calls along with improved service to our customers.

The Bay County Emergency Management Services that owns and maintains the existing communication system is upgrading the system. None of our current vehicle radios will be compatible with the new system. Because of the upgrade in the communication system, we are requesting 23 mobile radios. As we buy new vehicle, we will purchase upgraded radios if it is an option.

The Bay County Board of County Commissioners along with Bay County TPO oversee the transit operator. The transit operator provides the necessary training, management, and insurance. The fixed route and Demand Response operator provides the maintenance for all vehicles. The agency currently has an average total of 70 transportation employees and 50 plus drivers have CDL certifications.

CTC Organization Chart
Figure 2

Organizational Chart



1.9. FORM C-1: OPERATING AND ADMINISTRATIVE EXPENSES

Name of Applicant: Bay County BOCC/Bay County TPO

Applicant Fiscal period start and end dates: 10/1/2016 to 09/30/2017

State Fiscal period from July 1, 2017 to June 30, 2018

EXPENSE CATEGORY	EXPENSE $
Labor (501)	$ 12,984
Fringe and Benefits (502)	4,432
Services (503)	65,012
Materials and Supplies (504)	13,395
Vehicle Maintenance (504.01)	63,737
Utilities (505)	31,062
Insurance (506)	6,754
Licenses and Taxes (507)	
Purchased Transit Service (508)	911,492
Miscellaneous (509)	3,619
Leases and Rentals (512)	
Depreciation (513)	
TOTAL EXPENSE	$ 1,112,487

1.10. FORM C-2: OPERATING AND ADMINISTRATIVE REVENUES

Name of Applicant: Bay County BOCC/Bay County TPO

Applicant Fiscal period start and end dates: 10/1/2016 to 09/30/2017

State Fiscal period from July 1, 2017 to June 30, 2018

OPERATING REVENUE CATEGORY	REVENUE $
Passenger Fares for Transit Service (401)	45,868
Special Transit Fares (402)	
Other (403 – 407) (identify by appropriate code)	
TOTAL OPERATING REVENUE	$ 45,868
OTHER REVENUE CATEGORY	
Taxes Levied Directly by the Transit System (408)	
Local Cash Grants and Reimbursements (409)	
Local Special Fare Assistance (410)	
State Cash Grants and Reimbursements (411)	622,556
State Special Fare Assistance (412)	
Federal Cash Grants & Reimbursements (413)	207,248
Interest Income (414)	
Contributed Services (430)	
Contributed Cash (431)	
Subsidy from Other Sectors of Operations (440)	
TOTAL OF OTHER REVENUE	$ 829,804
GRAND TOTAL ALL REVENUE	$ 875,672

1.11. FORM C-4: CURRENT VEHICLE AND TRANSPORTATION EQUIPMENT INVENTORY (A)

5339 Urban

Name of Applicant: **Bay County BOCC/TPO** Date of Inventory: **1/5/2017**

Model Yr. (b)	Make/size/type (C)	FDOT control # or VIN (d)	Ramp or lift (specify)	Seats & W/C positions (i.e. 12+2)	Avg. miles/Yr.	Current Mileage	Vehicle Status (Active/Spare/ Other)	Expected retirement date	Other equipment (e)	Funding source (f)
2006	Freightliner Trolley	4UZAB9BV76C W36848	Lift	27+2	24,520	269,718	Spare	05/07/2013		FL 90X503
2008	Freightliner Trolley	4UZAB9DT08C Z64028	Lift	29+2	23,248	185,984	Spare	11/10/2018		FL 90X503
2008	Freightliner Trolley	4UZAB9DT98C Z64030	Lift	29+2	22,302	178,417	Spare	11/10/2018		FL 90X503
2008	Freightliner Trolley	4UZAB9DT58C AC9750	Lift	29+2	19,621	156,971	Out of Service	11/10/2018		FL 90X503
2011	Dodge Van	2D4RN4DG5B R778958	Ramp	4+1	10,707	53,535	Service	01/09/2016		FL 90X744
2012	ElDorado Bus	1N9NMAC61C C084082	Ramp	29+2	37,778	188,892	Active	04/24/2022		FL 90X710 FL 90X744
2013	International Bus	5WEASAAM0D H387045	Lift	22+2	35,143	140,571	Active	04/17/2020		FL 90X550 FL 90X634 FL 90X676 FL 90X710
2013	International Bus	5WEASAAM0D H387046	Lift	22+2	38,600	154,400	Active	04/17/2020		FL 90X550 FL 90X634 FL 90X676 FL 90X710
2013	International Bus	5WEASAAM0D H387047	Lift	22+2	38,437	153,749	Active	04/17/2020		FL 90X550 FL 90X634 FL 90X676 FL 90X710
2013	International Bus	5WEASAAM0D H387048	Lift	22+2	37,431	149,725	Active	04/17/2020		FL 90X550 FL 90X634 FL 90X676 FL 90X710

2013	International Bus I	5WEASAAM0D H387049	Lift	22+2	34,167	136,666	Active	04/17/2020		FL 90X550 FL 90X634 FL 90X676 FL 90X710
2014	ElDorado Bus	92393	Ramp	27+2	47,773	95,546	Active	5/24/2025		ARN51 FL 90X772
2014	ElDorado Bus	92394	Ramp	27+2	46,326	92,652	Active	5/24/2025		ARN51 FL 90X772
2014	ElDorado Bus	92395	Ramp	27+2	44,924	89,847	Active	5/26/2025		ARN51 FL 90X772
2015	Freightliner Bus	1FVACWDT3F HGC7081	Lift	32+2	68,434	136,867	Active	10/14/2021		FL 90X772
2015	Dodge Van	93321	Ramp	4+1	16,134	16,134	Service	7/14/2019		FL 160009
2007*	Chevrolet Cutaway	1GBE4V1GX7 F420850	None	24+0	12,354	123,540	Spare	06/25/2012		FL 030314
2007*	Chevrolet Cutaway	1GBE4V1G07F 420730	Lift	8+5	21,818	196,363	Spare	08/18/2012		FL 90X490 FL 90X503
2007*	Chevrolet Cutaway	1GBE4V1G87F 420829	Lift	8+5	17,207	154,863	Active	09/22/2012		FL 90X550
2007*	Chevrolet Cutaway	1GBE4V1G37F 420947	None	24+0	13,381	120,429	Active	09/22/2012		FL 030273 FL 90X587
2009*	Chevrolet Cutaway	1GBE4V1G07F 425667	Lift	8+5	18,750	149,998	Active	11/23/2013		FL 90X503
2010	Chevrolet Cutaway	1GBE4V1GX9 F412203	Lift	8+5	15,736	110,150	Spare	01/10/2015		FL90 X503
2011	Chevrolet Cutaway	1GBE4V19X9F 413062	Lift	8+5	21,204	127,221	Spare	02/23/2016	Mobile Radio	FL 90X634
2011	Chevrolet Cutaway	1GBE4V1969F 413138	Lift	8+5	25,486	152,916	Active	02/23/2016	Mobile Radio	FL 90X634
2011	Chevrolet Cutaway	1GBE4V1989F 413190	Lift	8+5	23,616	141,696	Active	02/23/2016	Mobile Radio	FL 90X634
2012	Dodge Van	2C4RDGBOCR 369689	Ramp	2+1	19,264	77,056	Active	10/31/2017	Mobile Radio	FL 90X744
2012	Dodge Van	2C4RDGBOCR 369690	Ramp	2+1	21,250	85,000	Active	11/15/2017	Mobile Radio	FL 90X772
2013	Chevrolet Cutaway	1GB6G9BL8D1 116276	Lift	8+4	21,517	86,068	Active	03/26/2018	Mobile Radio	FL 90X676 FL 90X772
2015	Dodge Van	2C7WDGBG4F R614178	Ramp	2+1	10,556	21,117	Active	04/26/2019	Mobile Radio	ARO34 FTA #X772

2016	Ford Cutaway	1FDFE4FS1G DC07166	Lift	16+2	30,850	30,850	Active	09/08/2020	Mobile Radio	FL-90-X772
2016	Ford Cutaway	1FDFE4FS0G DC07174	Lift	16+2	35,048	35,048	Active	09/08/2020	Mobile Radio	FL-90-X796
2016	Ford Cutaway	93331	Lift	16+2	36,493	36,493	Active	09/08/2020	Mobile Radio	FL-16-0009
2016	Ford Cutaway	93332	Lift	16+2	34,924	34,924	Active	09/08/2020	Mobile Radio	FL-16-0009
2016	Ford Cutaway	93333	Lift	16+2	29,775	29,775	Active	09/08/2020	Mobile Radio	FL-16-0009
2016	Ford Cutaway	92404	Lift	16+3	40,989	40,989	Active	10/06/2020	Mobile Radio	ARO34
2016	Ford Cutaway	93354	Lift	16+3	12,184	12,184	Active	08/15/2021	Mobile Radio	FL-13-0044
2016	Ford Cutaway	93353	Lift	16+3	10,862	10,862	Active	08/15/2021	Mobile Radio	FL-13-0044
2016	Ford Cutaway	93352	Lift	16+3	11,807	11,807	Active	08/15/2021	Mobile Radio	FL-13-0044
2016	Ford Cutaway	93351	Lift	16+3	15,795	15,795	Active	08/15/2021	Mobile Radio	FL-13-0044
2016	Ford Cutaway	93350	Lift	16+3	9,694	9,694	Active	08/15/2021	Mobile Radio	FL-13-0044
2017	Ford Cutaway	93358	Lift	16+3	9,518	9,518	Active	09/12/2021	Mobile Radio	FL-16-X023
2017	Ford Cutaway	93362	Lift	16+3	11,781	11,781	Active	09/12/2021	Mobile Radio	FL-16-X023
2016	GMC Truck	93364	None	2+0	1,608	1,608	Active	09/18/2020	Mobile Radio	FL-13-0044

(a) Applicants must use this form.

(b) Identify vehicles to be replaced with this or other grant by placing an asterisk (*) next to the model year. In Exhibit B of the application, provide the name of the lessee or contractor, if applicable.

(c) For example, Ford 22' bus; Dodge converted van.

(d) Show FDOT control number OR VIN if bought with grant through FDOT. If bought through other funding, list the complete VIN.

(e) Include computer hardware and software, copiers, printers, mobile radios, communication systems, etc.

(f) Identify the grant or other funding source used for purchasing the vehicle/equipment.

1.12. FORM C-5: CAPITAL REQUEST

VEHICLE REQUEST

Name of Agency: Bay County BOCC/TPO

R or E (a)	Quantity	Description (b) www.tripsflorida.org	Estimated Cost
R	5	Ford E 450 Cutaway Buses or Similar 30' foot or under; gasoline with lift; camera system; Ambulatory and wheelchair positions (depending on available configuration)	$77,400.00
Sub-total			$ 387,000.00

(a) Replacement (R) or Expansion (E).
(b) Provide a brief description including the length and type vehicle, type of fuel, lift or ramp, number of seats and wheelchair positions. For example, 22' gasoline bus with lift, 12 ambulatory seats, and 2 wheelchair positions. Do not show the Make. **Any bus options that are part of purchasing the bus itself should be part of the vehicle request and NOT separated out under equipment.**

EQUIPMENT REQUEST

If item requested is after-market, it is recommended to gather and retain at least two estimates for the equipment requested. Purchases must be approved at the local level and follow Procurement Guidelines.

	Number requested	Description (c)	Estimated Cost
	11	800 MHZ Radios Compatible with new E911 System	2,851.00
Sub-total			$31,361.00

(c) Show mobile radios and identify the type of radio (i.e. two way radio or stereo radio), computer hardware/software, etc. under "Equipment Request."

VEHICLE SUBTOTAL $ 387,000.00 + EQUIPMENT SUBTOTAL $ 31,361.00 = $ 418,361.00 (x) X 80% = $ 334,689 [This equals the Federal request. Show this amount on Form 424 in block 18(a)]

1.13. EXHIBIT D: LEASING

MEMORANDUM for FTA 5339

Date: **1/4/2017**

From: **Angela Bradley**
(Typed name and title) _____ (Signature)

Bay County BOCC/TPO
(Typed or printed agency name)

To: **Florida Department of Transportation, District Office**
Modal Development Office / Public Transit

Subject: **YEAR 2017 GRANT APPLICATION TO THE FEDERAL TRANSIT ADMINISTRATION, CAPITAL GRANTS FOR NON URBANIZED AREAS PROGRAM, 49 UNITED STATES CODE SECTION 5339**

Leasing

Will the **Bay County BOCC/TPO**, as applicant to the Federal Transit
(Name of applicant agency)
Administration Section 5339 Program, lease the proposed vehicle(s) (or any other equipment that may be awarded to the Applicant) to a third-party?

X Yes ___ No

If yes, specify to whom:

Current contracted operator, First Transit

NOTE: It is the responsibility of the applicant agency to ensure District approval of all lease agreements.

E

FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

FEDERAL FISCAL YEAR 2017 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE
(Required of all Applicants for federal assistance to be awarded by FTA and all FTA Grantees with an active Capital or Formula Award)

AFFIRMATION OF APPLICANT

Name of the Applicant: Bay County Transportation Planning Organization

Name and Relationship of the Authorized Representative: Angela Bradley, Transit Systems Administrator

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2017, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek federal assistance to be awarded during federal fiscal year 2017.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____ Date: Jan 3, 2017

Name Angela Bradley
Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): Bay County Transportation Planning Organization

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature _____ Date: _____

Name William C. Henry Florida Bar #0974412
Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA and each FTA Recipient with an active Capital or Formula Project or Award must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within FTA's electronic award and management system, provided the Applicant has on file and uploaded to FTA's electronic award and management system this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

E

FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

FEDERAL FISCAL YEAR 2017 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE
(Required of all Applicants for federal assistance to be awarded by FTA and all FTA Grantees with an active Capital or Formula Award)

AFFIRMATION OF APPLICANT

Name of the Applicant: Bay County Transportation Planning Organization

Name and Relationship of the Authorized Representative: Angela Bradley, Transit Systems Administrator

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2017, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek federal assistance to be awarded during federal fiscal year 2017.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____ Date: Jan 3, 2017

Name Angela Bradley
Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): Bay County Transportation Planning Organization

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature _____ Date: Jan 5, 2017

Name William C. Henry Florida Bar #0974412
Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA and each FTA Recipient with an active Capital or Formula Project or Award must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within FTA's electronic award and management system, provided the Applicant has on file and uploaded to FTA's electronic award and management system this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

1.16. EXHIBIT G: APPLICANT CERTIFICATION AND ASSURANCES TO FDOT

The Bay County BOCC/TPO (undersigned) Angela Bradley, Transit Systems Administrator certifies and assures to the Florida Department of Transportation in regard to its Application under U.S.C. Section 5339 dated 1/4/2017:

1) It shall adhere to all Certifications and Assurances made to the federal government in its Application.
2) It shall comply with Florida Statues:
    a. Section 341.051- Administration and financing of public transit and intercity bus service programs and projects
    b. Section 341.061 (2) - Transit Safety Standards; Inspections and System Safety Reviews
3) It shall comply with Florida Administrative Code
    a. Rule Chapter 14-73 - Public Transportation
    b. Rule Chapter 14-90 - Equipment and Operational Safety Standards for Bus Transit Systems
    c. Rule Chapter 14-90.0041 - Medical Examination for Bus System Driver
    d. Rule Chapter 41-2 - Definitions
4) It shall comply with the FDOT's:
    a. Bus Transit System Safety Program Procedure No. 725-030-009
    b. Public Transit Substance Abuse Management Program Procedure No. 725-030-035
    c. Transit Vehicle Inventory Management Procedure No. 725-030-025
    d. Public Transportation Vehicle Leasing Procedure No. 725-030-001
    e. FDOT Guidelines for Acquiring Vehicles
    f. Procurement Guidance for Transit Agencies Manual
5) It has the fiscal and managerial capability and legal authority to file the application.
6) Local matching funds will be available to purchase vehicles/equipment at the time an order is placed.
7) It will carry adequate insurance to maintain, repair, or replace project vehicles/equipment in the event of loss or damage due to an accident or casualty.
8) It will maintain project vehicles/equipment in good working order for the useful life of the vehicles/equipment.
9) It will return project vehicles/equipment to FDOT if, for any reason, they are no longer needed or used for the purpose intended.
10) It recognizes FDOT's authority to remove vehicles/equipment from its premises, at no cost to the FDOT, if the Department determines the vehicles/equipment are not used for the purpose intended, improperly maintained, uninsured, or operated unsafely.

11) It will not enter into any lease of project vehicles/equipment or contract for transportation services with any third party without prior approval of FDOT.

12) It will notify FDOT within 24 hours of any accident or casualty involving project vehicles/equipment, and submit related reports as required by the Department.

13) It will submit an annual financial audit report to FDOT (FDOTSingleAudit@dot.state.fl.us), if required by FDOT.

Date: 1/4/2017

Angela Bradley, Transit Systems Program Administrator

(Typed name and title of authorized representative)

(Signature of authorized representative)

1.17. EXHIBIT J: STANDARD LOBBYING CERTIFICATION FORM

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 making lobbying contacts to 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, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," (a copy the form can be obtained from http://www.dot.state.fl.us/transit/Pages/grantsadministration.shtm) in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor, **Bay County BOCC/TPO**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.,* apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

Angela Bradley, Transit Systems Program Administrator

Name and Title of Contractor's Authorized Official

1/4/2017 Date

1.18. EXHIBIT K: FTA SECTION 5333 (B) ASSURANCE

(Note: By signing the following assurance, the recipient of Section 5311 and/or 5311(f) assistance assures it will comply with the labor protection provisions of 49 U.S.C. 5333(b) by one of the following actions: (1) signing the Special Warranty for the Rural Area Program (see FTA Circular C 9040.1E, Chapter X); (2) agreeing to alternative comparable arrangements approved by the Department of Labor (DOL); or (3) obtaining a waiver from the DOL.)

Bay County BOCC/TPO (hereinafter referred to as the "Recipient") HEREBY ASSURES that the "Special Section 5333 (b) Warranty for Application to the Small Urban and Rural Program" has been reviewed and certifies to the Florida Department of Transportation that it will comply with its provisions and all its provisions will be incorporated into any contract between the recipient and any sub-recipient which will expend funds received as a result of an application to the Florida Department of Transportation under the FTA Section 5339 Program.

Dated **1/4/2017**

Angela Bradley,

Transit Systems Program Administrator

(Signature of Authorized Representative)

Note: All applicants must complete the following form and submit it with the above Assurance.

LISTING OF RECIPIENTS, OTHER ELIGIBLE SURFACE TRANSPORTATION PROVIDERS, UNIONS OF SUB-RECIPIENTS, AND LABOR ORGANIZATIONS REPRESENTING EMPLOYEES OF SUCH PROVIDERS, IF ANY

(See Appendix for Example)

1 Identify Recipients of Transportation Assistance Under this Grant.	2 Site Project by Name, Description, and Provider (e.g. Recipient, other Agency, or Contractor)	3 Identify Other Eligible Surface Transportation Providers (Type of Service)	4 Identify Unions (and Providers) Representing Employees of Providers in Columns 1, 2, and 3
Bay County BOCC/Bay County TPO	First Transit, Operator of Bay Area Transportation (Demand Response)	First Transit, Operator of Bay Town Trolley (Fixed Route)	2 and 3 Amalgamated Transit Union Local 1395, AFL-CIO

1.19. TITLE VI PROGRAM

If an applicant has not previously submitted their Title VI plan to the Department, a copy must be included here.

1.20. LOCAL CLEARINGHOUSE AGENCY LETTER

If grant application is for facilities, please include a copy of the cover letter submitted to the local clearinghouse agency or RPC.

1.21. EXHIBIT H: PROTECTION OF THE ENVIRONMENT

Required if the proposed project is for the construction of facilities. Please see Grant Application Instruction Manual for details.

END OF APPLICATION

5310 Grant Application Revised on 23 September 2016

Revised by: Kayla Costello

FDOT Public Transit Office

605 Suwannee Street (MS 26)

Tallahassee, Florida 32399-0450

Work Phone: 850-414-4239 Email: kayla.costello@dot.state.fl.us

Exhibit 3

2017

49 U.S.C. SECTION 5339

BUS AND BUS FACILITIES FORMULA PROGRAM

CFDA 20.526

SMALL URBAN GUIDANCE DOCUMENT FOR FDOT DISTRICT OFFICES

FLORIDA DEPARTMENT OF TRANSPORTATION - PUBLIC TRANSIT OFFICE

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2. APPLICATION CHECKLIST

Name of Applicant: **Bay County Board of County Commissioners/Bay County TPO**

Check one: New Applicant _____ ____ Recurring Applicant **X**

The following must be included in the Application for Section 5339 Capital Assistance in the order listed.

X **2.** Application Checklist (this form)

X **3.** Form 424: Application for Federal Assistance

X **4.1** Exhibit B: Proposed Project Description

X **4.2** Exhibit E: Federal Certifications and Assurances

X **4.3** Exhibit F: Certification of Equivalent Service (if grant is for non-accessible vehicles)

X **4.4** Exhibit G: Applicant Certification and Assurance to FDOT

N/A **4.5** Exhibit H: Protection of the Environment

X **4.6** Exhibit J: Standard Lobbying Certification Form

X **4.7** Exhibit K: FTA Section 5333(b) Assurance

N/A **4.8** Local Clearinghouse/Regional RPC Letter

1. CAPITAL ASSISTANCE APPLICATION

1.1. CAPITAL ASSISTANCE APPLICATION CHECKLIST

Name of Applicant: **Bay County/Bay County Transportation Planning Organization**
Check one: New Applicant _____ Recurring Applicant **X**

The following must be included in the Application for Section 5339 Capital Assistance in the order listed.

_X_ **1.1** Capital Assistance Application Checklist (this form)
_X_ **1.2** Applicant's cover letter
_X_ **1.3** Governing board's Resolution
_X_ **1.4** Form 424: Application for Federal Assistance
_X_ **1.5** Exhibit A: Current System Description
_X_ **1.6** Exhibit A-1: Fact Sheet (if grant is for vehicles/equipment)
_X_ **1.7** Exhibit B: Proposed Project Description
_X_ **1.8** Exhibit C: Public Hearing and Publisher's Affidavit (public agencies only)
_X_ **1.9** Form C-1: Operating & Administrative Expenses
_X_ **1.10 Form C-2: Operating & Administrative Revenues**
_X_ **1.11** Form C-4: Current Vehicle and Equipment Inventory (if grant is for vehicles/equipment)
_X_ **1.12** Form C-5: Capital Request
_X_ **1.13** Exhibit D: Leasing
_X_ **1.14** Exhibit E: Federal Certifications and Assurances
_N/A_ **1.15** Exhibit F: Certification of Equivalent Service (if grant is for non-accessible vehicles)
_X_ **1.16** Exhibit G: Applicant Certification and Assurance to FDOT
_X_ **1.17** Exhibit J: Standard Lobbying Certification Form
_X_ **1.18** Exhibit K: FTA Section 5333(b) Assurance
_X_ **1.19** Copy of the Title VI Plan (Located in Transcip Bay County BOCC/Bay County TPO)

If grant is for facilities:

_N/A_ **1.20** Copy of cover letter sent with application submitted to Local Clearinghouse Agency/RPC
Date: _____
N/A **1.21** Exhibit H: Protection of the Environment

FOR DEPARTMENT USE ONLY

Date: _____Letter received from the Local RPC/Clearinghouse

On behalf of Bay County TPO

COVER LETTER 1.2

January 04, 2017

To: State of Florida Department of Transportation

Re: 5311, 5339 Urban and Rural Grant Applications

The Bay County Transportation Planning Organization (TPO) and designee, Bay County Board of County Commissioners as the recipient through MOA attached and submits these Applications for the Section 5311 and 5339 Rural and Urban Program Grants and agrees to comply with all assurances and exhibits attached hereto and by this reference made a part thereof, as itemized in the Checklist for Application Completeness.

The Bay County Transportation Planning Organization (TPO) further agrees, to the extent provided by law (in case of a government agency in accordance with Sections 129.07 and 768.28, Florida Statutes) to indemnify, defend and hold harmless the Department and all of its officers, agents and employees from any claim, loss, damage, cost, charge, or expense out of the non-compliance by the Agency, its officers, agents or employees, with any of the assurances stated in this Application.

This Application is submitted on this 4 day of January, 2017 with two (2) resolutions authorizing Angela Bradley, Bay County Transit Systems Program Administrator to sign this Application.

By: Angela Bradley

Signature

1/5/17

Date

RESOLUTION NO.: 3387

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY, FLORIDA, AUTHORIZING THE CHAIRMAN OF THE BAY COUNTY BOARD OF COUNTY COMMISSIONERS TO ENTER INTO AND SIGN THE PUBLIC TRANSPORTATION JOINT PARTICIPATION AGREEMENTS FOR THE BLOCK GRANT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR TRANSIT SERVICE IN THE NON-URBANIZED & SMALL URBAN AREAS OF BAY COUNTY; AND AUTHORIZE THE CHAIRMAN TO SIGN ALL RELATED DOCUMENTS.

WHEREAS, on September 25, 2013, the Bay County Transportation Planning Organization voted to approve the Board of County Commissioners of Bay County, Florida to be its financial conduit organization, upon approval and acceptance of the Board of County Commissioners; and

WHEREAS, on October 1, 2013, the Board of County Commissioners agreed to be the financial conduit for the Bay County Transportation Planning Organization.

NOW THEREFORE, BE IT RESOLVED by the Bay County Board of County Commissioners that:

Section 1. Authority. The Chairman of the Bay County Board of County Commissioners is authorized to enter into and execute the Public Transportation Joint Participation Agreements for the Block Grant with the Florida Department of Transportation for transit service in the non-urbanized and small urban areas of Bay County, and any Supplements, Notification of Funding, or Notices of Grant Awards relating thereto. In the absence of the Chairman or in the event of the Chairman's inability to serve by reason of illness, accident, or any other reason, the Vice Chairman shall have the authority to enter into and execute any such documents.

Section 2. Effective Date. This resolution shall be effective upon adoption.

DONE AND ADOPTED by the Board of County Commissioners of Bay County, Florida, this 16th day of August, 2016.

BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY, FLORIDA

Mike Nelson, Chairman

ATTEST:

Bill Kinsaul, Clerk

CIRCUIT COURT BAY COUNTY, FLORIDA

BOARD OF COUNTY COMMISSIONERS BAY COUNTY, FLORIDA SEAL

Approved as to form:

Office of County Attorney

RESOLUTION BAY 10-43

A RESOLUTION OF THE BAY COUNTY TRANSPORTATION PLANNING ORGANIZATION AUTHORIZING THE FILING AND EXECUTION OF STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND FEDERAL GRANT APPLICATIONS AND EXECUTION OF THE GRANT CONTRACTS WITH THE FEDERAL TRANSIT ADMINISTRATION DURING THE TIME PERIOD DECEMBER 2010 TO DECEMBER 2011

WHEREAS, the Bay County Transportation Planning Organization (TPO) is the organization designated by the Governor of the State of Florida as being responsible, together with the State of Florida, for carrying out the continuing, cooperative and comprehensive transportation planning process for the Bay County TPO Planning Area; and

WHEREAS, the Federal Transportation Administrator has been delegated authority to award Federal financial assistance for transportation projects; and

WHEREAS, the grant or cooperative agreement for federal and state financial assistance will impose certain obligations upon the applicant, and may require the Transportation Planning Organization to provide the local share of the project cost; and

WHEREAS, the Transportation Planning Organization has provided annual certifications and assurances to the Federal Transit Administration and the Florida Department of Transportation as required for the project;

NOW, THEREFORE BE IT RESOLVED BY THE BAY COUNTY TRANSPORTATION PLANNING ORGANIZATION (TPO) THAT:

1. The Executive Director of the West Florida Regional Planning Council (WFRPC) or his or her designee is authorized to execute and file an application for Federal assistance on behalf of Bay County TPO with the Federal Transit Administration or the Florida Department of Transportation. (FDOT)
2. The Executive Director of the WFRPC or his or her designee is authorized to execute and file with such applications, any assurances or other documents required by the Federal Transit Administration or the Florida Department of Transportation (FDOT).
3. Upon TPO review and approval of the grant application and grant award, the TPO authorizes the Executive Director of the WFRPC or his or her designee acting on behalf of the Bay County TPO to execute the grant and cooperative agreement with the Federal Transit Administration on behalf of the TPO.

Passed and duly adopted by the Bay County Transportation Planning Organization this 15th day of December 2010.

BAY COUNTY TRANSPORTATION PLANNING ORGANIZATION

BY: William T. Dozier
William T. Dozier, Chairman

ATTEST:

RESOLUTION BAY 14-37

A RESOLUTION OF THE BAY COUNTY TRANSPORTATION PLANNING ORGANIZATION AUTHORIZING APPLICATION FOR AND EXECUTION OF FEDERAL AND STATE PUBLIC TRANSPORTATION GRANTS BY THE BAY COUNTY BOARD OF COUNTY COMMISSIONERS TRANSIT/BUDGET OFFICE

WHEREAS, the Bay County Transportation Planning Organization (TPO) is the Metropolitan Planning Organization designated by the Governor of the State of Florida as being responsible with the State of Florida, for carrying out the continuing, cooperative and comprehensive transportation planning process for the Bay County TPO Planning Area; and

WHEREAS, the Bay County TPO is the direct recipient of State and Federal grant funds for Public Transportation in the Panama City urbanized area and the Bay County Board of County Commissioners Budget/Transit Office is the funds conduit; and

WHEREAS, State and Federal grants impose certain obligations upon the recipient, and may require matching local funds; and

WHEREAS, the Bay County TPO provides annual certifications and assurances to the Federal Transit Administration (FTA) and the Florida Department of Transportation (FDOT); and

NOW, THEREFORE BE IT RESOLVED BY THE BAY COUNTY TRANSPORTATION PLANNING ORGANIZATION (TPO) THAT:

1. The TPO authorizes the TPO Chairman to sign Resolution BAY 14-37 authorizing the Bay County Board of County Commissioners Transit/Budget Office's Transit Systems Program Administrator and his or her designee to apply for and execute public transportation grant agreements with the FTA and FDOT on behalf of the Bay County TPO.

2. The TPO authorizes the TPO Chairman to sign Resolution BAY 14-37 authorizing the Bay County Board of County Commissioners Transit/Budget Office's Transit Systems Program Administrator and his or her designee to file certifications and assurances or other required documents with the grant applications.

Passed and duly adopted by the Bay County TPO on this 3rd day of December 2014.

BAY COUNTY TRANSPORTATION PLANNING ORGANIZATION

BY: _____
Rodney Friend, Chairman

ATTEST: _____

OMB Number: 4040-0004
Expiration Date: 10/31/2019

Application for Federal Assistance SF-424

* 1. Type of Submission:	* 2. Type of Application:	* If Revision, select appropriate letter(s):
☐ Preapplication	☒ New	
☒ Application	☐ Continuation	* Other (Specify):
☐ Changed/Corrected Application	☐ Revision	

* 3. Date Received:	4. Applicant Identifier:
01/05/2017	

5a. Federal Entity Identifier:	5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:	7. State Application Identifier: 1001

8. APPLICANT INFORMATION:

* a. Legal Name: Bay County Board of County Commissioners/TPO

* b. Employer/Taxpayer Identification Number (EIN/TIN):	* c. Organizational DUNS:
59-6000512	0105011200000

d. Address:

* Street1:	840 W. 11th St.
Street2:	
* City:	Panama City
County/Parish:	
* State:	FL: Florida
Province:	
* Country:	USA: UNITED STATES
* Zip / Postal Code:	324012336

e. Organizational Unit:

Department Name:	Division Name:
Budget	Transit

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:	Ms	* First Name:	Angela
Middle Name:			
* Last Name:	Bradley		
Suffix:			

Title: Transit Systems Program Administrator

Organizational Affiliation:
Program Administrator

* Telephone Number:	850-248-8248	Fax Number:	850-248-8172

* Email: abradley@baycountyfl.gov

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Federal Transit Administration

11. Catalog of Federal Domestic Assistance Number:

20.509

CFDA Title:

Formula Grants for Small Urban Area

*** 12. Funding Opportunity Number:**

Not Applicable

* Title:

Section 5339-Small urban area

13. Competition Identification Number:

Not Applicable

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Request for vehicles and equipment in the urban areaswithin Bay County, FL. Please see attached

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: 3
* b. Program/Project: 3

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 10/01/2017
* b. End Date: 09/30/2018

18. Estimated Funding ($):

* a. Federal	445,108.00
* b. Applicant	
* c. State	111,278.00
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	556,386.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- [ ] a. This application was made available to the State under the Executive Order 12372 Process for review on .
- [ ] b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- [x] c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

- [ ] Yes
- [x] No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

- [x] ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Ms.
* First Name: Angela
Middle Name:
* Last Name: Bradley
Suffix:

* Title: Transit Systems Program Administrator

* Telephone Number: 850-248-8248
Fax Number: 850-248-8172

* Email: abradley@baycountyfl.gov

* Signature of Authorized Representative:
* Date Signed: 01/03/2017

4.1 EXHIBIT A 5339
(Small Urban) Capital Request
Proposed Project Description

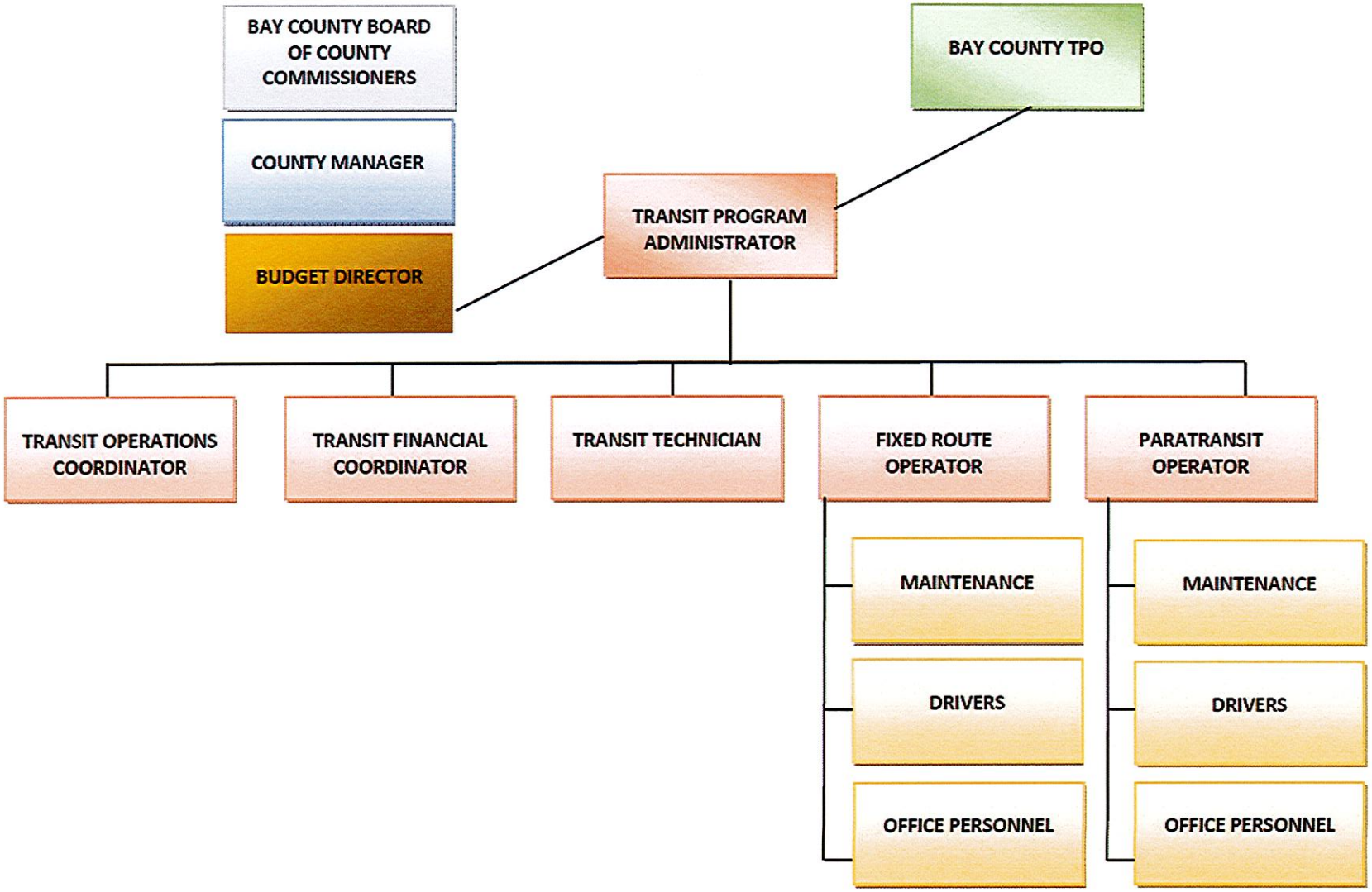
1. The Bay County Transportation Planning Organization (TPO) is the recognized body and designated recipient for Bay County, Florida Demand Response system. However, Bay County Board of County Commissioners is the designated government body to receive the funds on behalf of the (TPO). Per the Bay County TPO by laws, the TPO purpose and functions are:

(a) To carry out a continuing, cooperative, and comprehensive transportation planning process in Bay County consistent with applicable federal, state and local laws in cooperation with the Florida Department of Transportation;
(b) To develop transportation systems embracing various modes of transportation to maximize the mobility of people and goods within and through Bay County and minimize, to the maximum extent feasible, transportation-related fuel consumption and air pollution;
(c) To develop transportation plans and programs, in cooperation with the Florida Department of Transportation, which provide for the development of transportation facilities that will function as a multi-modal and intermodal transportation system for Bay County; and
(d) To assure the continued eligibility for the receipt of federal and state capital and operating assistance for transportation projects in Bay County.

2. The Bay County Board of County Commissioners (BOCC) serves as the CTC and oversee the Demand Response operations and fixed route operations on behalf of Bay County citizens. This is in conjunction with the Bay County (TPO). Bay County (BOCC) has 4 dedicated transit staff overseeing the programs and transit operator. Currently, First Transit is the Demand Response and fixed route operator with over 70 employees for both operations.
3. The Bay County Board of County Commissioners along with Bay County TPO oversee the transit operator. The transit operator provides the necessary training, management, and insurance.
4. The fixed route and Demand Response operator provides the maintenance for all vehicles.
5. The agency currently has an average total of 70 transportation employees. 50 plus drivers have CDL certifications.
6. We currently have a deviated fixed route system that has 9 routes that operate Monday-Saturday 6:00 am to 8:00 pm. Our system safety plan and drug free workplace documents are currently in FDOT Transcip data base. Annual total miles for the system was 552,165 with 626,709 riders.

CTC Organization Chart
Figure 2

Organizational Chart



4.1 EXHIBIT B 5339
(Small Urban) Capital Request
Proposed Project Description

This grant application is intended to meet the purpose and functions of the existing level of service of the Bay County Transportation Planning Organization and the Bay County BOCC, but more importantly this project will enhance the mobility of people within the urban areas of Bay County by providing Demand Response. The Bay County Board of County Commissioners (BOCC) serves as the CTC and oversee the Demand Response operations and fixed route operations on behalf of Bay County citizens. This is in conjunction with the Bay County (TPO). Bay County (BOCC) has 3 dedicated transit staff overseeing the programs and transit operator. Currently, First Transit is the Demand Response and Fixed Route Operator with over 70 employees for both operations. Currently this is our only contracted operator. Therefore, the distribution of vehicles will be equitable.

The Bay Town Trolley Fleet replacement program has not met the vehicle retirement expectations and the vehicle replacement plan has been lacking in previous years. This request is for 1 30' Medium duty fixed route vehicle with a ramp to replace and to start and maintain our required vehicle replacement plan submitted to FDOT and FTA (see vehicle inventory). Replacement of vehicles will decrease the systems vehicle maintenance, thus decreasing road calls, late trips and unhappy customers. We are also requesting real time passenger information software, mobile ticketing software, audio visual annunciators and automatic person counters. None of this equipment is currently utilized by the system and is needed for added safety, security, and to assist us in increasing ridership through better meeting the needs of our riders especially the elderly and disabled population. With an increase in new vehicles comes a decrease in road calls along with improved service to our customers. Currently the system average is around 55,000 rides per month.

The Bay County Board of County Commissioners along with Bay County TPO oversee the transit operator. The transit operator provides the necessary training, management, and insurance. The fixed route and Demand Response operator provides the maintenance for all vehicles. The agency currently has an average total of 70 transportation employees and 50 plus drivers have CDL certifications. We currently have a deviated fixed route system that has 9 routes that operate Mon-Saturday 6:00 am to 8:00 pm. Our system safety plan and drug free workplace documents are currently in FDOT Transcip data base.

PUBLIC HEARING

All interested parties within Bay County, Florida are hereby advised that the Bay County Transportation Planning Organization and Bay County Board of County Commissioners are applying to the Florida Department of Transportation for capital items which include the following 5 cutaways (less than 30' feet); 1 transit bus (greater than 30'feet); radios; software and hardware which total approximately $975,000.00 and operating assistance which total approximately $125,000.00 under Grant Sections 5311 & 5339 of the Federal Transit Act of 1991, as amended, for the purchase of vehicles to be used for the provision of public transit services within the Bay Area Transportation Rural Service Area and Bay Town Trolley Small Urban Area.

A Public Hearing has been scheduled at 840 West 11th Street, Panama City, Florida 32401, February 21st, 2017, 9:00 a.m., for the purpose of advising all interested parties of service being contemplated if a grant is awarded, and to ensure that contemplated services would not represent a duplication of current or proposed services provided by existing transit or paratransit operators in the area.

This hearing will be conducted if and only if a written request for the hearing is received by (two days prior to the scheduled hearing).

All interested parties may attend the meeting and be heard. Any person wishing to appeal any decision made by the Bay County Board of County Commissioners at this meeting will need a record of the proceedings. For that purpose, such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the County Manager's Office at (850) 248-8140 at least 48 hours prior to the date of the Meeting.

<u>Requests for a hearing must be addressed to:</u>
Bay County Transportation Planning Organization (TPO)
c/o Bay County Board of County Commissioners
Budget/Transit Department
abradley@baycountyfl.gov
840 West 11th Street
Panama City, Florida 32401

Florida Law and Title VI of the Civil Rights Act of 1964 Prohibits Discrimination in: Public accommodation on the basis of race, color, religion, sex, national origin, handicap, or of marital status. Persons believing they have been discriminated against on these conditions may file a complaint with the Florida Commission on Human Relations at 850-488-7082 or 800-342-8170 (voice messaging).

1.9. FORM C-1: OPERATING AND ADMINISTRATIVE EXPENSES

Name of Applicant: Bay County BOCC/Bay County TPO

Applicant Fiscal period start and end dates: 10/1/2016 to 09/30/2017

State Fiscal period from July 1, 2017 to June 30, 2018

EXPENSE CATEGORY	EXPENSE $
Labor (501)	$ 76,377.18
Fringe and Benefits (502)	26,068.76
Services (503)	108,960.15
Materials and Supplies (504)	6,785.42
Vehicle Maintenance (504.01)	
Utilities (505)	22,529.07
Insurance (506)	6,754.33
Licenses and Taxes (507)	
Purchased Transit Service (508)	2,554,736.21
Miscellaneous (509)	14,375.59
Leases and Rentals (512)	
Depreciation (513)	
TOTAL EXPENSE	$ 2,816,586.71

1.10. FORM C-2: OPERATING AND ADMINISTRATIVE REVENUES

Name of Applicant: Bay County BOCC/Bay County TPO

Applicant Fiscal period start and end dates: 10/1/2016 to 09/30/2017

State Fiscal period from July 1, 2017 to June 30, 2018

OPERATING REVENUE CATEGORY	REVENUE $
Passenger Fares for Transit Service (401)	494,530.63
Special Transit Fares (402)	
Other (403 – 407) (identify by appropriate code)	
TOTAL OPERATING REVENUE	$ 494,530.63
OTHER REVENUE CATEGORY	
Taxes Levied Directly by the Transit System (408)	
Local Cash Grants and Reimbursements (409)	
Local Special Fare Assistance (410)	
State Cash Grants and Reimbursements (411)	482,265.00
State Special Fare Assistance (412)	
Federal Cash Grants & Reimbursements (413)	1,795,942.41
Interest Income (414)	
Contributed Services (430)	
Contributed Cash (431)	
Subsidy from Other Sectors of Operations (440)	
TOTAL OF OTHER REVENUE	$ 2,278,207.41
GRAND TOTAL ALL REVENUE	$ 2,772,738.84

1.11. FORM C-4: CURRENT VEHICLE AND TRANSPORTATION EQUIPMENT INVENTORY (A)

5339 Urban

Name of Applicant: **Bay County TPO** Date of Inventory: **1/5/2017**

Model Yr. (b)	Make/size/type (C)	FDOT control # or VIN (d)	Ramp or lift (specify)	Seats & W/C positions (i.e. 12+2)	Avg. miles/Yr.	Current Mileage	Vehicle Status (Active/Spare/Other)	Expected retirement date	Other equipment (e)	Funding source (f)
2006*	Freightliner Trolley	4UZAB9BV76CW36848	Lift	27+2	24,520	269,718	Spare	05/07/2013		FL 90X503
2008	Freightliner Trolley	4UZAB9DT08CZ64028	Lift	29+2	23,248	185,984	Spare	11/10/2018		FL 90X503
2008	Freightliner Trolley	4UZAB9DT98CZ64030	Lift	29+2	22,302	178,417	Spare	11/10/2018		FL 90X503
2008	Freightliner Trolley	4UZAB9DT58CAC9750	Lift	29+2	19,621	156,971	Out of Service	11/10/2018		FL 90X503
2011	Dodge Van	2D4RN4DG5BR778958	Ramp	4+1	10,707	53,535	Service	01/09/2016		FL 90X744
2012	ElDorado Bus	1N9NMAC61CC084082	Ramp	29+2	37,778	188,892	Active	04/24/2022		FL 90X710 FL 90X744
2013	International Bus	5WEASAAM0DH387045	Lift	22+2	35,143	140,571	Active	04/17/2020		FL 90X550 FL 90X634 FL 90X676 FL 90X710
2013	International Bus	5WEASAAM0DH387046	Lift	22+2	38,600	154,400	Active	04/17/2020		FL 90X550 FL 90X634 FL 90X676 FL 90X710
2013	International Bus	5WEASAAM0DH387047	Lift	22+2	38,437	153,749	Active	04/17/2020		FL 90X550 FL 90X634 FL 90X676 FL 90X710
2013	International Bus	5WEASAAM0DH387048	Lift	22+2	37,431	149,725	Active	04/17/2020		FL 90X550 FL 90X634 FL 90X676 FL 90X710

2013	International Bus I	5WEASAAM0D H387049	Lift	22+2	34,167	136,666	Active	04/17/2020		FL 90X550 FL 90X634 FL 90X676 FL 90X710
2014	ElDorado Bus	92393	Ramp	27+2	47,773	95,546	Active	5/24/2025		ARN51 FL 90X772
2014	ElDorado Bus	92394	Ramp	27+2	46,326	92,652	Active	5/24/2025		ARN51 FL 90X772
2014	ElDorado Bus	92395	Ramp	27+2	44,924	89,847	Active	5/26/2025		ARN51 FL 90X772
2015	Freightliner Bus	1FVACWDT3F HGC7081	Lift	32+2	68,434	136,867	Active	10/14/2021		FL 90X772
2015	Dodge Van	93321	Ramp	4+1	16,134	16,134	Service	7/14/2019		FL 160009
2007	Chevrolet Cutaway	1GBE4V1GX7 F420850	None	24+0	12,354	123,540	Spare	06/25/2012		FL 030314
2007	Chevrolet Cutaway	1GBE4V1G07F 420730	Lift	8+5	21,818	196,363	Spare	08/18/2012		FL 90X490 FL 90X503
2007	Chevrolet Cutaway	1GBE4V1G87F 420829	Lift	8+5	17,207	154,863	Active	09/22/2012		FL 90X550
2007	Chevrolet Cutaway	1GBE4V1G37F 420947	None	24+0	13,381	120,429	Active	09/22/2012		FL 030273 FL 90X587
2009	Chevrolet Cutaway	1GBE4V1G07F 425667	Lift	8+5	18,750	149,998	Active	11/23/2013		FL 90X503
2010	Chevrolet Cutaway	1GBE4V1GX9 F412203	Lift	8+5	15,736	110,150	Spare	01/10/2015		FL90 X503
2011	Chevrolet Cutaway	1GBE4V19X9F 413062	Lift	8+5	21,204	127,221	Spare	02/23/2016	Mobile Radio	FL 90X634
2011	Chevrolet Cutaway	1GBE4V1969F 413138	Lift	8+5	25,486	152,916	Active	02/23/2016	Mobile Radio	FL 90X634
2011	Chevrolet Cutaway	1GBE4V1989F 413190	Lift	8+5	23,616	141,696	Active	02/23/2016	Mobile Radio	FL 90X634
2012	Dodge Van	2C4RDGBOCR 369689	Ramp	2+1	19,264	77,056	Active	10/31/2017	Mobile Radio	FL 90X744
2012	Dodge Van	2C4RDGBOCR 369690	Ramp	2+1	21,250	85,000	Active	11/15/2017	Mobile Radio	FL 90X772
2013	Chevrolet Cutaway	1GB6G9BL8D1 116276	Lift	8+4	21,517	86,068	Active	03/26/2018	Mobile Radio	FL 90X676 FL 90X772
2015	Dodge Van	2C7WDGBG4F R614178	Ramp	2+1	10,556	21,117	Active	04/26/2019	Mobile Radio	ARO34 FTA #X772

2016	Ford Cutaway	1FDFE4FS1G DC07166	Lift	16+2	30,850	30,850	Active	09/08/2020	Mobile Radio	FL-90-X772
2016	Ford Cutaway	1FDFE4FS0G DC07174	Lift	16+2	35,048	35,048	Active	09/08/2020	Mobile Radio	FL-90-X796
2016	Ford Cutaway	93331	Lift	16+2	36,493	36,493	Active	09/08/2020	Mobile Radio	FL-16-0009
2016	Ford Cutaway	93332	Lift	16+2	34,924	34,924	Active	09/08/2020	Mobile Radio	FL-16-0009
2016	Ford Cutaway	93333	Lift	16+2	29,775	29,775	Active	09/08/2020	Mobile Radio	FL-16-0009
2016	Ford Cutaway	92404	Lift	16+3	40,989	40,989	Active	10/06/2020	Mobile Radio	ARO34
2016	Ford Cutaway	93354	Lift	16+3	12,184	12,184	Active	08/15/2021	Mobile Radio	FL-13-0044
2016	Ford Cutaway	93353	Lift	16+3	10,862	10,862	Active	08/15/2021	Mobile Radio	FL-13-0044
2016	Ford Cutaway	93352	Lift	16+3	11,807	11,807	Active	08/15/2021	Mobile Radio	FL-13-0044
2016	Ford Cutaway	93351	Lift	16+3	15,795	15,795	Active	08/15/2021	Mobile Radio	FL-13-0044
2016	Ford Cutaway	93350	Lift	16+3	9,694	9,694	Active	08/15/2021	Mobile Radio	FL-13-0044
2017	Ford Cutaway	93358	Lift	16+3	9,518	9,518	Active	09/12/2021	Mobile Radio	FL-16-X023
2017	Ford Cutaway	93362	Lift	16+3	11,781	11,781	Active	09/12/2021	Mobile Radio	FL-16-X023
2016	GMC Truck	93364	None	2+0	1,608	1,608	Active	09/18/2020	Mobile Radio	FL-13-0044

(a) Applicants must use this form.

(b) Identify vehicles to be replaced with this or other grant by placing an asterisk (*) next to the model year. In Exhibit B of the application, provide the name of the lessee or contractor, if applicable.

(c) For example, Ford 22' bus; Dodge converted van.

(d) Show FDOT control number OR VIN if bought with grant through FDOT. If bought through other funding, list the complete VIN.

(e) Include computer hardware and software, copiers, printers, mobile radios, communication systems, etc.

(f) Identify the grant or other funding source used for purchasing the vehicle/equipment.

1.12. FORM C-5: CAPITAL REQUEST

VEHICLE REQUEST

Name of Agency: Bay County BOCC/TPO

R or E (a)	Quantity	Description (b) **www.tripsflorida.org**	Estimated Cost
Replacement	1	30' Medium duty diesel bus with ramp, 27 ambulatory seats and 2 wheelchair positions	$334,706.00
Sub-total			$334,706.00

(a) Replacement (R) or Expansion (E).
(b) Provide a brief description including the length and type vehicle, type of fuel, lift or ramp, number of seats and wheelchair positions. For example, 22' gasoline bus with lift, 12 ambulatory seats, and 2 wheelchair positions. Do not show the Make. **Any bus options that are part of purchasing the bus itself should be part of the vehicle request and NOT separated out under equipment.**

EQUIPMENT REQUEST

If item requested is after-market, it is recommended to gather and retain at least two estimates for the equipment requested. Purchases must be approved at the local level and follow Procurement Guidelines.

	Number requested	Description (c)	Estimated Cost
	1	Real Time Passenger Information Software with configuration	$14,500.00
	1	Audio/Visual Annunciator and Automatic Person Counter System with Configuration for up to 15 vehicles	$147,180.00
	1	Mobile Ticketing Software for 14 vehicles	$60,000.00
Sub-total			$221,680.00

(c) Show mobile radios and identify the type of radio (i.e. two way radio or stereo radio), computer hardware/software, etc. under "Equipment Request."

VEHICLE SUBTOTAL $334,706.00+ EQUIPMENT SUBTOTAL$221,680.00 = $556,386.00 (x). (x) X 80% = $445,108.80 [This equals the Federal request. Show this amount on Form 424 in block 18(a)]

E.

FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

FEDERAL FISCAL YEAR 2017 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE
(Required of all Applicants for federal assistance to be awarded by FTA and all FTA Grantees with an active Capital or Formula Award)

AFFIRMATION OF APPLICANT

Name of the Applicant: Bay County Transportation Planning Organization

Name and Relationship of the Authorized Representative: Angela Bradley, Transit Systems Administrator

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2017, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek federal assistance to be awarded during federal fiscal year 2017.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____ Date: Jan 3, 2017

Name Angela Bradley
Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): Bay County Transportation Planning Organization

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature _____ Date: _____

Name William C. Henry Florida Bar #0974412
Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA and each FTA Recipient with an active Capital or Formula Project or Award must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within FTA's electronic award and management system, provided the Applicant has on file and uploaded to FTA's electronic award and management system this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

E.

FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

FEDERAL FISCAL YEAR 2017 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE
(Required of all Applicants for federal assistance to be awarded by FTA and all FTA Grantees with an active Capital or Formula Award)

AFFIRMATION OF APPLICANT

Name of the Applicant: Bay County Transportation Planning Organization

Name and Relationship of the Authorized Representative: Angela Bradley, Transit Systems Administrator

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2017, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek federal assistance to be awarded during federal fiscal year 2017.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____ Date: Jan 3, 2017

Name Angela Bradley
Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): Bay County Transportation Planning Organization

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature _____ Date: Jan 5, 2017

Name William C. Henry Florida Bar #0974412
Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA and each FTA Recipient with an active Capital or Formula Project or Award must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within FTA's electronic award and management system, provided the Applicant has on file and uploaded to FTA's electronic award and management system this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

4.4. EXHIBIT G: CERTIFICATION AND ASSURANCES TO FDOT

To be completed and signed by an individual authorized by the governing board of the applicant agency and submitted with the grant application.

Bay County BOCC/TPO (undersigned) **Angela Bradley, Transit Systems Program Administrator** certifies and assures to the Florida Department of Transportation in regard to its Application under U.S.C. Section 5339 dated **01/05/2017**:

1) It shall adhere to all Certifications and Assurances made to the federal government in its Application.
2) It shall comply with Florida Statues:
   a. Section 341.051- Administration and financing of public transit and intercity bus service programs and projects
   b. Section 341.061 (2) - Transit Safety Standards; Inspections and System Safety Reviews
3) It shall comply with Florida Administrative Code
   a. Rule Chapter 14-73 - Public Transportation
   b. Rule Chapter 14-90 - Equipment and Operational Safety Standards for Bus Transit Systems
   c. Rule Chapter 14-90.0041 - Medical Examination for Bus System Driver
   d. Rule Chapter 41-2 - Definitions
4) It shall comply with the FDOT's:
   a. Bus Transit System Safety Program Procedure No. 725-030-009
   b. Public Transit Substance Abuse Management Program Procedure No. 725-030-035
   c. Transit Vehicle Inventory Management Procedure No. 725-030-025
   d. Public Transportation Vehicle Leasing Procedure No. 725-030-001
   e. FDOT Guidelines for Acquiring Vehicles
   f. Procurement Guidance for Transit Agencies Manual
5) It has the fiscal and managerial capability and legal authority to file the application.
6) Local matching funds will be available to purchase vehicles/equipment at the time an order is placed.
7) It will carry adequate insurance to maintain, repair, or replace project vehicles/equipment in the event of loss or damage due to an accident or casualty.
8) It will maintain project vehicles/equipment in good working order for the useful life of the vehicles/equipment.
9) It will return project vehicles/equipment to FDOT if, for any reason, they are no longer needed or used for the purpose intended.
10) It recognizes FDOT's authority to remove vehicles/equipment from its premises, at no cost to the FDOT, if the Department determines the vehicles/equipment are not used for the purpose intended, improperly maintained, uninsured, or operated unsafely.

11) It will not enter into any lease of project vehicles/equipment or contract for transportation services with any third party without prior approval of FDOT.

12) It will notify FDOT within 24 hours of any accident or casualty involving project vehicles/equipment, and submit related reports as required by the Department.

13) It will submit an annual financial audit report to FDOT (FDOTSingleAudit@dot.state.fl.us), if required by FDOT.

Date: **01/05/2017**

Angela Bradley,

Transit Systems Program Administrator

(Typed name and title of authorized representative)

(Signature of authorized representative)

4.6. EXHIBIT J: STANDARD LOBBYING CERTIFICATION FORM

FEDERAL FISCAL YEAR 2017

NOTE: All grant awards issued to a recipient in the amount of $100,000 or more must include a signed standard lobbying certification form.

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 making lobbying contacts to 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, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," (a copy the form can be obtained from http://www.dot.state.fl.us/transit/Pages/grantsadministration.shtm) in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor, **Bay County BOCC/TPO**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.,* apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

Angela Bradley, Transit Systems Program Administrator

1/5/17 Date

4.7. EXHIBIT K: FTA SECTION 5333 (B) ASSURANCE

(Note: By signing the following assurance, the recipient of Section 5311 and/or 5311(f) assistance assures it will comply with the labor protection provisions of 49 U.S.C. 5333(b) by one of the following actions: (1) signing the Special Warranty for the Rural Area Program (see FTA Circular C 9040.1E, Chapter X); (2) agreeing to alternative comparable arrangements approved by the Department of Labor (DOL); or (3) obtaining a waiver from the DOL.)

The Bay County BOCC/TPO (hereinafter referred to as the "Recipient") HEREBY ASSURES that the "Special Section 5333 (b) Warranty for Application to the Small Urban and Rural Program" has been reviewed and certifies to the Florida Department of Transportation that it will comply with its provisions and all its provisions will be incorporated into any contract between the recipient and any sub-recipient which will expend funds received as a result of an application to the Florida Department of Transportation under the FTA Section 5339 Program.

Dated **01/05/2017**

Angela Bradley, Transit Systems Program Administrator
(Name and Title of Authorized Representative)

(Signature of Authorized Representative)

Note: All applicants must complete the following form and submit it with the above Assurance.

LISTING OF RECIPIENTS, OTHER ELIGIBLE SURFACE TRANSPORTATION PROVIDERS, UNIONS OF SUB-RECIPIENTS, AND LABOR ORGANIZATIONS REPRESENTING EMPLOYEES OF SUCH PROVIDERS, IF ANY

(See Appendix for Example)

1 Identify Recipients of Transportation Assistance Under this Grant.	2 Site Project by Name, Description, and Provider (e.g. Recipient, other Agency, or Contractor)	3 Identify Other Eligible Surface Transportation Providers (Type of Service)	4 Identify Unions (and Providers) Representing Employees of Providers in Columns 1, 2, and 3
Bay County BOCC Bay County TPO	First Transit (Contract Operator) Bay Area Transportation Bay Town Trolley	First Transit (Contract Operator) BayArea Transportation Bay Town Trolley	2 and 3 Amalgamated Transit Union Local 1395, AFL-CIO

4.8. LOCAL CLEARINGHOUSE/REGIONAL PLANNING COUNCIL

Executive Order 12372 requires a review of all Federal grants to ensure compliance with the local and state planning process. Therefore, prior to submission of an application to the FDOT District Office, copies of the application must be submitted to the appropriate Local Clearinghouse/Regional Planning Council (See Appendix). The appropriate clearinghouse agency should be contacted to determine the number of copies required for local review. The date the application was submitted to the local clearinghouse for review must be listed under 19 on the Standard Form 424.

- Support letters from the local clearinghouse must be submitted to the District Office before a Section 5339 Award can be made.
- Applicants should send their applications to the **LOCAL** Clearinghouse/Regional Planning Council; **NOT TO THE STATE CLEARINGHOUSE**

End of Manual

5339 Small Urban Guidance Document Revised on 23 September 2016

Revised by: Kayla Costello

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