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

July 18, 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

- James Owens 30 Year Anniversary, Roads & Bridges

G. PUBLIC PARTICIPATION

H. CONSENT AGENDA

Clerks Report

1. **Check Register, Inventory Deletions & Revenues and Expenditures**
   Recommendation: Board to acknowledge receipt of reports

County Attorney

2. **EMS Lease Agreement with Lynn Haven**
   Recommendation: Board to approve a lease agreement with the City of Lynn Haven for an EMS substation and authorize the Chairman to sign the lease.

General Services

3. **Waste to Energy Power Purchase Agreement**
   Recommendation: Board: 1) Approve the Power Purchase Agreement with Gulf Power; and, 2) Authorize the Chairman to sign the contract.

Outside Agencies

4. **CareerSource Gulf Coast Workforce Board Appointments**

   Recommendation: Board to accept recommendation to confirm the appointment and reappointments of various members to the Gulf Coast Workforce Board dba CareerSource Gulf Coast Board.

5. **2017-2018 Board Budget and ITA Waiver for CareerSource Gulf Coast**

   Recommendation: Board to approve and authorize the Chairman to sign (for CareerSource Gulf Coast Board) 2017-2018 Budget and waiver for Individual Training Accounts.

Public Works

6. **Dump Truck Purchase**

   Recommendation: Board: 1) Approve and authorize staff to purchase an International Dump Truck under the Florida Sheriffs Association and Florida Association of Counties Contract No. FSA #16-VEH14.0 at a cost of $123,049.00.

7. **Richard Bayou Sedimentation Reduction Project Contract Award**

   Recommendation: Board: 1) Award the Base Bid to CW Roberts Contracting for the Richard Bayou Sedimentation Reduction Project in the amount of $724,966.73; and authorize the Chairman to execute the contract, 2) Authorize contingency and testing funds in the amount of $72,496.67 (10%). **(DISTRICT IV)**

8. **Roadside Wildflower Resolution**

   Recommendation: Board: 1) Adopt a resolution encouraging the conservation of wildflowers and to promote roadside wildflower growth; and 2) Authorize the Chairman to sign the resolution.

9. **Fanning Bayou Phase 3 Plat Approval**

   Recommendation: Board; 1) Approve the final plat of the Fanning Bayou Phase 3 Subdivision. **(District IV)**

10. **Fanning Bayou Phase 4 Plat Approval**

    Recommendation: Board; 1) Approve the final plat of the Fanning Bayou Phase 4 Subdivision; and, 2) Authorize staff to record the development maintenance bond with the Clerk of Court. **(District IV)**

Purchasing Office

11. **Reject Bids Janitorial Supplies**

    Recommendation: Board reject bids received in response to Invitation to Bid (ITB) 17-30 Janitorial Services.

12. **Ratify Reject Bids NBWWTF RIB Clean Sand Fill**

Recommendation: Board 1) Ratify reject bids for Invitation to Bid (ITB) 17-35 North Bay Wastewater Treatment Facility Rapid Infiltration Basins Clean Sand Fill

Tourist Development

13. **TDC - Beaches State FDEP Grant Resolution**

Recommendation: It is recommended by the Bay County TDC that the Board of County Commissioners adopt and execute the beach nourishment project state grant resolution for FY 2018/2019.

I. REGULAR AGENDA

Budget Office

14. **Tentative Maximum Millage Rates**

Recommendation: Board authorize the certification of the tentative millage rates to the Property Appraiser.

15. **Budget Workshops for FY 2018**

Recommendation: Staff asks the Board to set two budget workshops. One on August 1st (right after the regular board meeting adjourns) and the other on August 15th at 1 PM.

Outside Agencies

16. **Project G-Force Qualified Target Industry Tax Refund Match**

Recommendation: Board consider a resolution of support and 20% local matching funds ($54,000) for Project G-Force under Florida's Qualified Target Industry Tax Refund (QTI) economic incentive program as outlined in Florida Statute 288.106.

Restore Act

17. **Bay County Support for St. Andrew Bay Estuary Program**

Recommendation: Board of County Commissions pledge to commit 10% of future RESTORE Act Direct Component (Pot 1) funds to the sustainability of the St. Andrew Bay Estuary Program.

J. PUBLIC HEARING

Community Development

18. **LPA 17-01 Transmittal Hearing - Grassy Point Road, Southport**

Recommendation: Board to conduct a public hearing to consider the transmittal of a proposed large-scale Comprehensive Plan map amendment to the Department of Economic Opportunity for analysis, Application No. LPA 17-01.

The property is located at 6422 Grassy Point Road, Southport. **(District IV)**

19. **PZ 17-070 Zone Change - Highway 22, Callaway Area**

Recommendation: Board to conduct a quasi-judicial public hearing pursuant to Section 307 of the Land Development Regulations and take action on a proposed zone change from "R-1" Single-Family to "R-3" Duplex, Triplex and Quadraplex, Application No. PZ 17-070. Property located at 8307 Highway 22, in the unincorporated Callaway area. **(District IV)**

20. **PZ 17-075 Small Scale Amendment - Azalea Avenue, Panama City Beach Area**

Recommendation: Board to conduct a public hearing to consider a proposal of a Small-Scale Amendment to the Bay County Comprehensive Plan, Future Land Use Map, Application No. PZ 17-075. Located on Azalea Avenue, approximately 150 feet west of Thomas Drive, in the unincorporated Panama City Beach area. **(District V)**

21. **PZ 17-074 Zone Change - Azalea Avenue, Panama City Beach Area**

Recommendation: Board to conduct a quasi-judicial public hearing pursuant to Section 307 of the Land Development Regulations and take action on a proposed zone change from "R-3" Duplex, Triplex and Quadraplex to "C-3A" General Commercial Low, Application No. PZ 17-074. Located on Azalea Avenue, approximately 150 feet from Thomas Drive, in the unincorporated Panama City Beach area. **(District V)**

County Attorney

22. **Amendment to Building Code**

Recommendation: Board to approve proposed amendment to Bay County Code Chapter 6, Article II, Section 6-27, which amends the penalties for Building Code violations.

K. PUBLIC PARTICIPATION

L. COUNTY ATTORNEY'S REPORT

- Ratify Amendment to Option Agreement for Sale and Purchase of Barefoot Palms

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

James Owens 30 Year Anniversary, Roads & Bridges

DEPARTMENT MAKING REQUEST/NAME:	**MEETING DATE:** 7/18/2017

REQUESTED MOTION/ACTION:

AGENDA	**BUDGETED ITEM?**
PRESENTATIONS	BUDGET ACTION: FINANCIAL IMPACT SUMMARY STATEMENT:

BACKGROUND:

Bay County Board of County Commissioners
Agenda Item Summary

Check Register, Inventory Deletions & Revenues and Expenditures

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

MEETING DATE: 7/18/2017

REQUESTED MOTION/ACTION:
Board to acknowledge receipt of reports

AGENDA
Clerks Report - Consent

BUDGETED ITEM? N/A
BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

BACKGROUND:
Board to acknowledge receipt of the following reports

- Check Register
- Inventory Deletions
- Revenues and Expenditures

ATTACHMENTS:

Description	Type
Check Register	Exhibit
Inventory Deletions	Exhibit
Revenues and Expenditures 6.20.17	Exhibit
Revenues and Expenditures 7.3.17	Exhibit

BILL KINSAUL
CLERK OF COURT
& COMPTROLLER
BAY COUNTY

RECEIVED
BAY COUNTY COMMISSION
COUNTY MANAGERS OFFICE
JUL 05 2017

July 5, 2017

Board of County Commissioners
Bay County, Florida

Commissioners:

Attached please find Bay County's Check Register for the month of June 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
JUNE 1, 2017 THROUGH JUNE 30, 2017

CHECK NUMBER	ISSUE DATE	VENDOR		TOTAL
238247	06/16/2017	WEEKS MARINE, INC.	$	4,839,446.97
237846	06/02/2017	BAY COUNTY SHERIFF	$	3,307,199.00
238357	06/23/2017	BAY COUNTY SHERIFF	$	3,307,199.00
238011	06/09/2017	FRONT BEACH CRA	$	2,356,326.83
238589	06/30/2017	MARSH USA INC	$	716,014.00
237935	06/09/2017	FLORIDA BLUE	$	519,462.53
238174	06/16/2017	GS EQUIPMENT, INC.	$	366,546.00
E17157	06/07/2017	FLORIDA RETIREMENT SYSTEM	$	325,825.10
E62796	06/23/2017	INTERNAL REVENUE SERVICE-	$	285,879.29
E86980	06/09/2017	INTERNAL REVENUE SERVICE-	$	270,826.69
237930	06/02/2017	FIRST TRANSIT, INC	$	255,396.97
A004681	06/15/2017	PANAMA CITY BEACH CONVENT	$	239,449.69
238051	06/09/2017	MILITARY POINT/AWTF - JOI	$	236,708.14
A004682	06/16/2017	ENGEN, LLC	$	234,640.81
A004661	06/01/2017	PANAMA CITY BEACH CONVENT	$	199,300.15
A004664	06/01/2017	FLORIDA MEDICAID/COUNTY B	$	188,102.42
A004693	06/22/2017	PANAMA CITY BEACH CONVENT	$	176,324.96
A004674	06/08/2017	PANAMA CITY BEACH CONVENT	$	172,460.95
238256	06/16/2017	SUNTRUST BANK	$	168,476.58
238023	06/09/2017	GULF POWER COMPANY	$	149,048.53
238547	06/30/2017	EMPIRE PIPE AND SUPPLY CO	$	146,520.00
T4475	06/02/2017	BEARD EQUIPMENT CO.	$	139,580.69
T4475	06/02/2017	BEARD EQUIPMENT CO.	$	(139,580.69)
237926	06/02/2017	BEARD EQUIPMENT CO.	$	138,500.00
A004665	06/09/2017	ENGEN, LLC	$	138,043.43
238070	06/09/2017	PROTRONIX, INC.	$	121,300.00
TR6916	06/01/2017	CLERK OF CIRCUIT COURT	$	112,923.08
TR6928	06/01/2017	BAY COUNTY SUPERVISOR OF	$	106,559.50
238129	06/16/2017	BCL CIVIL CONTRACTORS, IN	$	105,806.43
238436	06/23/2017	BAY COUNTY TAX COLLECTOR	$	96,802.35
238295	06/23/2017	BEARD EQUIPMENT CO.	$	96,504.00
238145	06/16/2017	COASTAL PARASAIL, INC.	$	87,478.91
238412	06/23/2017	MONTROSE ENVIRONMENTAL GR	$	86,410.00
238333	06/23/2017	THE CROM CORPORATION	$	83,040.00
A004680	06/15/2017	PANAMA CITY COMMUNITY DEV	$	65,096.56
238146	06/16/2017	COASTAL PLANNING & ENGINE	$	65,073.40
A004699	06/30/2017	ENGEN, LLC	$	63,960.72
TR6925	06/01/2017	CLERK OF CIRCUIT COURT	$	54,966.62
A004695	06/23/2017	ENGEN, LLC	$	53,851.50
238447	06/23/2017	RADTKE, M.D., P.A., JAY M	$	53,350.16
A004662	06/01/2017	PANAMA CITY COMMUNITY DEV	$	52,673.03
238024	06/09/2017	GULF POWER COMPANY	$	51,230.28
237888	06/02/2017	PRESIDIO NETWORKED SOLUTI	$	49,487.50
A004698	06/29/2017	PANAMA CITY BEACH CONVENT	$	48,406.50

BAY COUNTY BOARD OF COMMISSIONERS
CHECK REGISTER - SORTED BY DOLLAR AMOUNT
JUNE 1, 2017 THROUGH JUNE 30, 2017

CHECK NUMBER	ISSUE DATE	VENDOR		TOTAL
238178	06/16/2017	GULF COAST ELECTRIC COOP.	$	47,285.44
238370	06/23/2017	GULF POWER COMPANY	$	45,817.89
237891	06/02/2017	PRO-FLOORS PLUS LLC	$	44,690.70
238366	06/23/2017	GULF CITY BODY & TRAILER	$	42,000.00
238249	06/16/2017	WORLD FIBER TECHNOLOGIES,	$	40,090.80
238163	06/16/2017	BAY COUNTY SHERIFF	$	39,428.33
238546	06/30/2017	EMERALD COAST STRIPING, L	$	37,659.00
238372	06/23/2017	HALL CONTRACTING & CONSTR	$	37,469.70
A004675	06/08/2017	MEXICO BEACH COMM DEV COU	$	36,632.99
238030	06/09/2017	INDUSTRY SERVICES CO., IN	$	34,336.44
T4510	06/23/2017	KEMIRA WATER SOLUTIONS, I	$	33,545.58
T4477	06/02/2017	KEMIRA WATER SOLUTIONS, I	$	33,302.20
237865	06/02/2017	J.V. GANDER DISTRIBUTORS	$	32,994.54
A004694	06/22/2017	PANAMA CITY COMMUNITY DEV	$	32,492.46
238222	06/16/2017	SANGAREE OIL COMPANY, INC	$	31,924.50
237836	06/02/2017	DELL FINANCIAL SERVICES	$	31,541.40
238387	06/23/2017	J.V. GANDER DISTRIBUTORS	$	31,361.56
237855	06/02/2017	GAC CONTRACTORS, INC	$	30,609.32
237994	06/09/2017	DAG ARCHITECTS INC	$	30,000.00
A004660	06/02/2017	ENGEN, LLC	$	29,472.91
238579	06/30/2017	J.V. GANDER DISTRIBUTORS	$	26,990.01
238156	06/16/2017	DEWBERRY ENGINEERS INC	$	26,332.50
238079	06/09/2017	SANGAREE OIL COMPANY, INC	$	24,020.60
A004696	06/29/2017	PANAMA CITY COMMUNITY DEV	$	22,509.77
238216	06/16/2017	PRO-FLOORS PLUS LLC	$	22,023.00
237948	06/09/2017	ADVANCED DATA PROCESSING,	$	21,924.99
238455	06/23/2017	SHI INTERNATIONAL CORP	$	21,914.75
238325	06/23/2017	CIVICPLUS, INC	$	21,397.05
238590	06/30/2017	MARSH USA INC	$	19,083.00
238223	06/16/2017	SIGHTLINE CREATIVE, INC.	$	18,900.00
T4528	06/30/2017	SOUTHERN TIRE MART LLC	$	18,730.27
E060817	06/08/2017	HSA BANK	$	18,663.96
A004676	06/08/2017	PANAMA CITY COMMUNITY DEV	$	18,516.17
E062217	06/22/2017	HSA BANK	$	18,483.96
238158	06/16/2017	EMPIRE PIPE AND SUPPLY CO	$	18,480.00
T4489	06/09/2017	NAFECO, INC.	$	18,350.34
238588	06/30/2017	MARSH USA INC	$	18,123.10
237819	06/02/2017	CITY OF PANAMA CITY	$	18,000.00
237820	06/02/2017	CITY OF PANAMA CITY	$	18,000.00
238052	06/09/2017	MILLER MARINE YACHT SERVI	$	17,500.00
238365	06/23/2017	GULF ATLANTIC CULVERT COM	$	16,225.42
237966	06/09/2017	BOUND TREE MEDICAL, LLC	$	16,167.26
238621	06/30/2017	SHANNON CHEMICAL CORPORAT	$	15,920.49

BAY COUNTY BOARD OF COMMISSIONERS
CHECK REGISTER - SORTED BY DOLLAR AMOUNT
JUNE 1, 2017 THROUGH JUNE 30, 2017

CHECK NUMBER	ISSUE DATE	VENDOR		TOTAL
238228	06/16/2017	ST ANDREW BAY RESOURCE	$	15,860.00
238407	06/23/2017	MAINSTREET PROPERTY SERVI	$	15,595.03
237936	06/09/2017	FLORIDA COMBINED LIFE INS	$	15,560.28
237907	06/02/2017	SOUTHEASTERN OUTDOOR MANA	$	15,000.59
238277	06/23/2017	ARBOC SPECIALTY VEHCILES	$	15,000.00
238066	06/09/2017	PRECISION COOLING TOWERS,	$	14,933.00
238169	06/16/2017	GORTEMOLLER ENGINEERING,	$	14,803.50
238458	06/23/2017	SOUTHERN LIGHT, L.L.C.	$	14,760.00
T4501	06/16/2017	NAFECO, INC.	$	14,608.47
238586	06/30/2017	MARSH USA INC	$	14,489.66
238007	06/09/2017	FL DEPT OF CORRECTIONS	$	14,374.25
238312	06/23/2017	C.W. ROBERTS CONTRACTING,	$	14,316.95
T4488	06/09/2017	KEMIRA WATER SOLUTIONS, I	$	14,181.96
238411	06/23/2017	MOBILEGUARD, INC	$	13,600.00
238485	06/23/2017	VERIZON WIRELESS	$	13,426.70
A004697	06/29/2017	UNITED SELF INSURED SERVI	$	13,149.59
A004678	06/13/2017	UNITED SELF INSURED SERVI	$	12,878.62
237858	06/02/2017	GULF POWER COMPANY	$	12,607.14
238396	06/23/2017	CLERK OF CIRCUIT COURT	$	12,500.00
238624	06/30/2017	SOUTHEASTERN OUTDOOR MANA	$	12,462.59
237976	06/09/2017	CHENEY LIME & CEMENT CO.	$	12,341.64
238444	06/23/2017	PRIDE ENTERPRISES	$	11,719.25
238571	06/30/2017	GULF POWER COMPANY	$	11,710.99
238482	06/23/2017	UNIVAR USA, INC.	$	11,651.04
238284	06/23/2017	BAY COUNTY ECONOMIC DEV A	$	11,193.00
A004683	06/15/2017	UNITED SELF INSURED SERVI	$	10,860.72
238317	06/23/2017	CHENEY LIME & CEMENT CO.	$	10,853.27
238006	06/09/2017	FISHER SCIENTIFIC COMPANY	$	10,809.10
238545	06/30/2017	ELECTRICAL RELIABILITY SE	$	10,610.00
238318	06/23/2017	CITY OF CALLAWAY	$	10,565.89
238351	06/23/2017	FLORIDA BLUE	$	10,283.95
238128	06/16/2017	BAYOU GEORGE FARMS, LLC	$	10,118.12
238224	06/16/2017	SMILEY'S LAWN & TRACTOR L	$	10,000.00
238091	06/09/2017	TARPON DOCK AIR CONDITION	$	9,781.00
238467	06/23/2017	TAYLOR POWER SYSTEMS	$	9,721.52
T4524	06/30/2017	KEMIRA WATER SOLUTIONS, I	$	9,601.67
237839	06/02/2017	ECO-TECH, INC.	$	9,567.14
238466	06/23/2017	SYSTEM SERVICE & ENGINEER	$	9,564.51
238182	06/16/2017	GULF POWER COMPANY	$	9,490.88
238232	06/16/2017	SUNBELT FIRE, INC.	$	9,465.86
238170	06/16/2017	GOVCONNECTION, INC.	$	9,464.00
238175	06/16/2017	GULF COAST CHILDREN'S ADV	$	9,452.38
238323	06/23/2017	CITY OF PANAMA CITY UTILI	$	9,322.40

BAY COUNTY BOARD OF COMMISSIONERS
CHECK REGISTER - SORTED BY DOLLAR AMOUNT
JUNE 1, 2017 THROUGH JUNE 30, 2017

CHECK NUMBER	ISSUE DATE	VENDOR		TOTAL
238236	06/16/2017	TAYLOR POWER SYSTEMS	$	9,308.00
T4521	06/30/2017	CARTEGRAPH SYSTEMS, INC.	$	9,250.00
237807	06/02/2017	BOOMER AVIATION INC	$	9,225.00
237990	06/09/2017	CRH AUTO REPAIR INC	$	9,118.54
238045	06/09/2017	M & R HAWKINS, INC	$	9,100.00
238283	06/23/2017	BAY CO COUNCIL ON AGING,	$	9,041.66
237947	06/09/2017	ADECCO EMPLOYMENT SERVICE	$	8,998.16
238463	06/23/2017	SUNBELT RENTALS, INC.	$	8,960.46
238033	06/09/2017	J.V. GANDER DISTRIBUTORS	$	8,488.34
238229	06/16/2017	ST. JOE TIMBERLAND COMPAN	$	8,437.50
238570	06/30/2017	GULF COAST STATE COLLEGE	$	8,422.24
238069	06/09/2017	PROQUIRE LLC	$	8,277.00
238508	06/30/2017	BAY MEDICAL CENTER	$	8,260.00
238031	06/09/2017	INFINITE ENERGY	$	8,137.78
238190	06/16/2017	J.V. GANDER DISTRIBUTORS	$	8,083.91
238602	06/30/2017	NW FLORIDA WATER MANAGEME	$	8,012.75
238540	06/30/2017	DAVISON FUELS INC	$	8,006.51
T4495	06/16/2017	AT&T	$	7,871.00
237951	06/09/2017	ALTECH ENVIRONMENT USA CO	$	7,825.00
238189	06/16/2017	INFINITE ENERGY	$	7,729.53
237909	06/02/2017	SOUTHERN LIGHT, L.L.C.	$	7,255.00
238423	06/23/2017	ODYSSEY MANUFACTURING CO.	$	7,191.00
238213	06/16/2017	PACE ANALYTICAL SERVICES,	$	6,861.00
238060	06/09/2017	OFFICE OF THE STATE ATTOR	$	6,814.08
238363	06/23/2017	GREENSOUTH SOLUTIONS, LLC	$	6,808.32
238346	06/23/2017	EGIS ASSOCIATES, INC.	$	6,800.00
238272	06/23/2017	ADECCO EMPLOYMENT SERVICE	$	6,789.65
238094	06/09/2017	TECO PEOPLES GAS	$	6,524.81
237800	06/02/2017	ADECCO EMPLOYMENT SERVICE	$	6,496.70
237852	06/02/2017	GRAYBAR	$	6,405.70
237815	06/02/2017	CHENEY LIME & CEMENT CO.	$	6,312.00
T4479	06/02/2017	SOUTHERN TIRE MART LLC	$	6,289.37
A004692	06/22/2017	MEXICO BEACH COMM DEV COU	$	6,221.64
238517	06/30/2017	BOOMER AVIATION INC	$	6,150.00
E170619	06/23/2017	FL DEPT OF REVENUE	$	6,074.25
E171700	06/23/2017	FL DEPT OF REVENUE	$	6,013.56
238614	06/30/2017	R.J. GORMAN MARINE CONSTR	$	5,904.00
238133	06/16/2017	BOUND TREE MEDICAL, LLC	$	5,833.84
238442	06/23/2017	POLYDYNE, INC	$	5,720.00
238592	06/30/2017	MERIAL, INC	$	5,718.00
238599	06/30/2017	NEWMAN TRAFFIC SIGNS INC.	$	5,692.47
T4530	06/30/2017	THE AVANTI COMPANY	$	5,687.00
T4499	06/16/2017	EPM POWER & WATER SOLUTIO	$	5,650.42

BAY COUNTY BOARD OF COMMISSIONERS
CHECK REGISTER - SORTED BY DOLLAR AMOUNT
JUNE 1, 2017 THROUGH JUNE 30, 2017

CHECK NUMBER	ISSUE DATE	VENDOR		TOTAL
238398	06/23/2017	L & R TRACTOR INC.	$	5,500.00
238103	06/09/2017	UNIVERSAL SIGNS & ACCESSO	$	5,481.75
238040	06/09/2017	L & R TRACTOR INC.	$	5,470.00
238525	06/30/2017	CATO ENTERPRISES INC	$	5,442.51
237916	06/02/2017	TOSHIBA AMERICA BUS. SOLU	$	5,387.31
238554	06/30/2017	FL DEPT OF FINANCIAL SERV	$	5,251.62
238497	06/30/2017	ADECCO EMPLOYMENT SERVICE	$	5,242.64
237816	06/02/2017	CITY OF PANAMA CITY	$	5,200.00
A004679	06/15/2017	MEXICO BEACH COMM DEV COU	$	5,149.42
238633	06/30/2017	TAYLOR POWER SYSTEMS	$	5,084.41
238429	06/23/2017	OVIVO USA, LLC	$	5,040.00
238438	06/23/2017	PHIPPS & HOWELL ATTORNEYS	$	5,000.00
238405	06/23/2017	M & R HAWKINS, INC	$	4,970.00
T4520	06/30/2017	BEARD EQUIPMENT CO.	$	4,943.05
T4482	06/02/2017	TRACTOR & EQUIPMENT CO	$	4,930.65
238286	06/23/2017	BAY COUNTY SCHOOL BOARD	$	4,898.30
238371	06/23/2017	GULF POWER COMPANY	$	4,806.57
T4503	06/16/2017	STEWART & STEVENSON LLC	$	4,803.59
237853	06/02/2017	GS EQUIPMENT, INC.	$	4,794.70
238194	06/16/2017	KOOLTRONIC INC	$	4,634.27
238487	06/23/2017	VOLKERT, INC	$	4,619.93
238604	06/30/2017	OFFICE OF PUBLIC DEFENDER	$	4,616.06
238106	06/09/2017	VEYTEC, INC	$	4,513.34
238053	06/09/2017	MINUTEMAN SECURITY AGENCY	$	4,474.80
237983	06/09/2017	COASTAL EMERGENCY RESTORA	$	4,448.81
238413	06/23/2017	MOTION INDUSTRIES INC	$	4,419.07
237897	06/02/2017	ROBBINS METAL FAB LLC	$	4,400.00
237883	06/02/2017	ONIX NETWORKING CORPORATI	$	4,324.00
T4512	06/23/2017	SOUTHERN EARTH SCIENCES,	$	4,304.00
237940	06/09/2017	NATIONAL INSURANCE SERVIC	$	4,294.88
238572	06/30/2017	GULF POWER COMPANY	$	4,152.28
238386	06/23/2017	INGRAM LIBRARY SERVICES	$	4,136.09
238116	06/16/2017	A. PHELPS PETROLEUM OF NW	$	4,129.61
238527	06/30/2017	CHENEY LIME & CEMENT CO.	$	4,120.63
238140	06/16/2017	CHENEY LIME & CEMENT CO.	$	4,105.44
T4516	06/23/2017	TRACTOR & EQUIPMENT CO	$	4,100.00
238032	06/09/2017	INGRAM LIBRARY SERVICES	$	4,037.36
238048	06/09/2017	MATHEWS M.D., MARION J.	$	4,005.00
238239	06/16/2017	TESSCO, INC.	$	3,967.24
238267	06/23/2017	VISION SERVICE PLAN INSUR	$	3,966.96
237879	06/02/2017	ODYSSEY MANUFACTURING CO.	$	3,937.50
238055	06/09/2017	NW FLORIDA WATER MANAGEME	$	3,935.42
238298	06/23/2017	BENNETT P.A., DERRICK	$	3,840.00

BAY COUNTY BOARD OF COMMISSIONERS
CHECK REGISTER - SORTED BY DOLLAR AMOUNT
JUNE 1, 2017 THROUGH JUNE 30, 2017

CHECK NUMBER	ISSUE DATE	VENDOR		TOTAL
T4525	06/30/2017	NAFECO, INC.	$	3,809.61
T4487	06/09/2017	CINTAS CORPORATION #646	$	3,767.79
238096	06/09/2017	THE ART OF IRON, INC.	$	3,750.00
238587	06/30/2017	MARSH USA INC	$	3,700.00
T4513	06/23/2017	SOUTHERN TIRE MART LLC	$	3,691.72
237886	06/02/2017	VADELL, JAMIEL	$	3,520.00
238138	06/16/2017	CATO ENTERPRISES INC	$	3,509.46
238139	06/16/2017	CHEMICAL ADDICTIONS RECOV	$	3,490.00
237864	06/02/2017	ICE QUBE, INC	$	3,439.00
238172	06/16/2017	GREAT SOUTHERN CONSTRUCTI	$	3,437.94
238172	06/16/2017	GREAT SOUTHERN CONSTRUCTI	$	(3,437.94)
238364	06/23/2017	GS EQUIPMENT, INC.	$	3,437.94
238120	06/16/2017	ADECCO EMPLOYMENT SERVICE	$	3,431.07
238369	06/23/2017	GULF COAST ELECTRIC COOP.	$	3,399.09
237845	06/02/2017	BAY COUNTY SHERIFF	$	3,399.00
238341	06/23/2017	DAVISON FUELS INC	$	3,263.60
238008	06/09/2017	FLACK & ASSOCIATES	$	3,250.00
238276	06/23/2017	AMERIS BANK	$	3,193.00
238185	06/16/2017	HALL SEPTIC TANK SERVICE,	$	3,165.00
238535	06/30/2017	CRH AUTO REPAIR INC	$	3,140.33
237973	06/09/2017	C.W. ROBERTS CONTRACTING,	$	3,109.64
238568	06/30/2017	GULF COAST ELECTRIC COOP.	$	3,097.22
237827	06/02/2017	CITY OF PANAMA CITY BEACH	$	3,090.00
237988	06/09/2017	COQUI DISPOSAL SERVICES,	$	3,084.04
238558	06/30/2017	FLUID POWER SALES, INC.	$	3,069.37
238416	06/23/2017	NABORS GIBLIN & NICKERSON	$	3,005.76
237854	06/02/2017	GSC SYSTEMS, INC.	$	3,005.00
238287	06/23/2017	BAY MEDICAL CNTR SACRED H	$	3,003.27
237822	06/02/2017	CITY OF PANAMA CITY	$	3,000.00
238367	06/23/2017	GULF CO BOARD OF CO COMMI	$	3,000.00
238518	06/30/2017	BOUND TREE MEDICAL, LLC	$	2,999.16
T4483	06/09/2017	AAG ELECTRIC MOTORS & PUM	$	2,990.00
237938	06/09/2017	HY HOLDINGS INC	$	2,964.00
237942	06/09/2017	STANDARD INSURANCE COMPAN	$	2,963.51
238005	06/09/2017	FEDERAL EXPRESS CORPORATI	$	2,944.95
237859	06/02/2017	GULF POWER COMPANY	$	2,943.96
238339	06/23/2017	DANA SAFETY SUPPLY, INC	$	2,921.48
237920	06/02/2017	WOW!	$	2,878.28
237824	06/02/2017	CITY OF PANAMA CITY	$	2,850.00
237919	06/02/2017	VERIZON WIRELESS	$	2,812.58
238155	06/16/2017	DAVIS OIL CO., INC	$	2,802.36
238097	06/09/2017	THOMSON REUTERS-WEST PAYM	$	2,779.44
238041	06/09/2017	LEAF CAPITAL FUNDING	$	2,729.00

BAY COUNTY BOARD OF COMMISSIONERS
CHECK REGISTER - SORTED BY DOLLAR AMOUNT
JUNE 1, 2017 THROUGH JUNE 30, 2017

CHECK NUMBER	ISSUE DATE	VENDOR		TOTAL
A004670	06/08/2017	PEBSCO PAYROLL PROCESSING	$	2,728.00
A004688	06/22/2017	PEBSCO PAYROLL PROCESSING	$	2,728.00
238483	06/23/2017	UNIVERSAL SIGNS & ACCESSO	$	2,725.50
238559	06/30/2017	BAY COUNTY SHERIFF	$	2,719.20
238056	06/09/2017	NOVA ENGINEERING AND ENVI	$	2,716.50
238183	06/16/2017	GULF POWER COMPANY	$	2,710.74
238218	06/16/2017	RELIABLE COPY PRODUCTS, I	$	2,688.84
T4509	06/23/2017	GE BETZ, INC.	$	2,642.85
238543	06/30/2017	DMS-BUREAU OF FINANCIAL M	$	2,631.44
T4515	06/23/2017	THE AVANTI COMPANY	$	2,577.35
238322	06/23/2017	CITY OF PANAMA CITY BEACH	$	2,571.28
238344	06/23/2017	DOOR CONTROL, INC.	$	2,560.00
T4508	06/23/2017	CINTAS CORPORATION #646	$	2,554.04
237931	06/02/2017	GULF POWER COMPANY	$	2,545.87
238029	06/09/2017	INDUSTRIAL CHEMICALS, INC	$	2,539.87
T4507	06/23/2017	AIRGAS USA, INC.	$	2,538.89
238352	06/23/2017	FLORIDA BLUE	$	2,529.64
238426	06/23/2017	OPERATION SPAY BAY, INC.	$	2,515.00
237962	06/09/2017	BAY COUNTY CHAMBER OF COM	$	2,500.00
237971	06/09/2017	BRYANT, MILLER AND OLIVE,	$	2,500.00
238373	06/23/2017	HALL CONTRACTING & CONSTR	$	2,500.00
238142	06/16/2017	CITY OF PANAMA CITY BEACH	$	2,486.24
237895	06/02/2017	RESA POWER SOLUTIONS LLC	$	2,480.00
238004	06/09/2017	FACULTATIEVE TECHNOLOGIES	$	2,440.00
238280	06/23/2017	DATABASEUSA.COM LLC	$	2,415.00
237808	06/02/2017	BOUND TREE MEDICAL, LLC	$	2,384.19
237967	06/09/2017	BRANDOW'S LAWN & LANDSCAP	$	2,380.00
238519	06/30/2017	BOWSTERN LLC	$	2,350.00
238435	06/23/2017	BAY COUNTY TAX COLLECTOR	$	2,323.53
238350	06/23/2017	FLORIDA BLUE	$	2,312.80
237881	06/02/2017	OFFICE OF THE STATE ATTOR	$	2,300.00
238241	06/16/2017	THAT BOOT STORE	$	2,297.23
237850	06/02/2017	GLORIOUS CLEANING SERVICE	$	2,290.00
238184	06/16/2017	CA FLORIDA HOLDINGS INC.	$	2,285.45
238353	06/23/2017	FLORIDA COMBINED LIFE INS	$	2,263.47
238199	06/16/2017	MACHRISTE, INC	$	2,250.00
T4517	06/23/2017	TRANE U.S. INC.	$	2,211.56
238501	06/30/2017	AMERIGAS - PANAMA CITY	$	2,167.74
237953	06/09/2017	AMERICAN PIPING PRODUCTS	$	2,151.00
238356	06/23/2017	BAY COUNTY SHERIFF	$	2,125.20
237838	06/02/2017	DMS-BUREAU OF FINANCIAL M	$	2,101.92
238121	06/16/2017	WASHABAUGH ENTITY A, LLC	$	2,053.00
238613	06/30/2017	PRO-TINT	$	2,045.00

BAY COUNTY BOARD OF COMMISSIONERS
CHECK REGISTER - SORTED BY DOLLAR AMOUNT
JUNE 1, 2017 THROUGH JUNE 30, 2017

CHECK NUMBER	ISSUE DATE	VENDOR		TOTAL
237826	06/02/2017	CITY OF PANAMA CITY	$	2,030.00
238179	06/16/2017	GULF COAST SOFTBALL OFFIC	$	2,020.00
237832	06/02/2017	CPH, INC.	$	2,008.45
238154	06/16/2017	DANA SAFETY SUPPLY, INC	$	2,008.10
238065	06/09/2017	PITNEY BOWES GLOBAL FINAN	$	1,983.00
237802	06/02/2017	AMERICAN WATER WORKS ASSO	$	1,968.00
T4480	06/02/2017	STEWART & STEVENSON LLC	$	1,944.02
237860	06/02/2017	HACH COMPANY	$	1,921.57
237825	06/02/2017	CITY OF PANAMA CITY	$	1,900.00
238619	06/30/2017	SCOTT, JASON M.	$	1,890.00
238437	06/23/2017	PHIPPS & HOWELL ATTORNEYS	$	1,880.00
E44366	06/08/2017	FLSDU	$	1,872.58
E44438	06/22/2017	FLSDU	$	1,872.58
238470	06/23/2017	TEK DISTRIBUTORS, INC.	$	1,866.86
238281	06/23/2017	AVID IDENTIFICATION SYSTE	$	1,856.25
T4490	06/09/2017	SONITROL OF TALLAHASSEE,	$	1,852.09
238061	06/09/2017	OPERATION SPAY BAY, INC.	$	1,835.00
238257	06/23/2017	AFLAC	$	1,834.57
238630	06/30/2017	SUNBELT RENTALS, INC.	$	1,830.00
237932	06/02/2017	SUNBELT RENTALS, INC.	$	1,795.00
237913	06/02/2017	SYNOVIA SOLUTIONS LLC	$	1,794.75
238197	06/16/2017	LOCKARD & WILLIAMS INSURA	$	1,780.90
238092	06/09/2017	TAYLOR POWER SYSTEMS	$	1,743.00
237958	06/09/2017	AXIS FORENSIC TOXICOLOGY,	$	1,736.00
238010	06/09/2017	FOUR SEASONS LANDSCAPING,	$	1,725.00
A004671	06/08/2017	VALIC	$	1,717.00
A004689	06/22/2017	VALIC	$	1,717.00
238585	06/30/2017	MAINSTREET PROPERTY SERVI	$	1,700.00
238165	06/16/2017	FOUR SEASONS LANDSCAPING,	$	1,690.00
237975	06/09/2017	CATO ENTERPRISES INC	$	1,685.90
238414	06/23/2017	NABORS GIBLIN & NICKERSON	$	1,671.07
T4522	06/30/2017	CINTAS CORPORATION #646	$	1,657.20
237856	06/02/2017	GULF COAST ELECTRIC COOP.	$	1,638.55
238072	06/09/2017	WESTERN OILFIELDS SUPPLY	$	1,631.76
238555	06/30/2017	FLEETPRIDE	$	1,620.00
238320	06/23/2017	CITY OF LYNN HAVEN	$	1,608.05
237984	06/09/2017	COLLECTION BUREAU OF FT.	$	1,598.14
238391	06/23/2017	KECKLER, DEIDRE	$	1,590.00
237830	06/02/2017	COMCAST CABLEVISION	$	1,586.71
T4518	06/23/2017	UNITED LIGHTING & SUPPLY	$	1,586.70
238521	06/30/2017	C.W. ROBERTS CONTRACTING,	$	1,565.36
238263	06/23/2017	LIBERTY NATIONAL LIFE	$	1,560.83
238036	06/09/2017	KECKLER, DEIDRE	$	1,560.00

BAY COUNTY BOARD OF COMMISSIONERS
CHECK REGISTER - SORTED BY DOLLAR AMOUNT
JUNE 1, 2017 THROUGH JUNE 30, 2017

CHECK NUMBER	ISSUE DATE	VENDOR		TOTAL
238496	06/30/2017	ACTION FIRE & SAFETY EQUI	$	1,520.00
238496	06/29/2017	ACTION FIRE & SAFETY EQUI	$	(1,520.00)
238440	06/23/2017	PITNEY BOWES PURCHASE POW	$	1,510.00
238186	06/16/2017	HERITAGE FUNERAL HOME	$	1,500.00
238392	06/23/2017	KENT FOREST LAWN FUNERAL	$	1,500.00
237823	06/02/2017	CITY OF PANAMA CITY	$	1,450.00
237999	06/09/2017	DRUG FREE WORKPLACES, INC	$	1,443.00
238231	06/16/2017	STILWELL & ASSOCIATES OF	$	1,439.00
238192	06/16/2017	KEY ELECTRICAL SUPPLIES I	$	1,438.71
237961	06/09/2017	BARRY'S BATTERY WAREHOUSE	$	1,428.00
238134	06/16/2017	BRANDOW'S LAWN & LANDSCAP	$	1,425.00
238632	06/30/2017	SYSTEM SCALE CORP	$	1,424.00
238059	06/09/2017	OFFICE DEPOT, INC.	$	1,415.03
238480	06/23/2017	UNITED RENTALS	$	1,410.66
238618	06/30/2017	ROSEMOUNT ANALYTICAL, INC	$	1,407.17
238507	06/30/2017	AXIS FORENSIC TOXICOLOGY,	$	1,405.00
238421	06/23/2017	NIMASHK PROPERTIES, LLC	$	1,400.00
238425	06/23/2017	OFFICE OF PUBLIC DEFENDER	$	1,400.00
T4504	06/16/2017	THOMPSON TRACTOR CO INC	$	1,392.79
237835	06/02/2017	DANA SAFETY SUPPLY, INC	$	1,382.21
T4498	06/16/2017	ENERGY SYSTEMS SOUTHEAST,	$	1,350.48
238553	06/30/2017	FITZPATRICK, KIMBERLY	$	1,331.25
237991	06/09/2017	FOXSTER SOLUTIONS, INC	$	1,325.00
238019	06/09/2017	GSC SYSTEMS, INC.	$	1,322.00
238549	06/30/2017	FAIRPOINT COMMUNICATIONS	$	1,318.81
238020	06/09/2017	GULF COAST ELECTRIC COOP.	$	1,314.54
238484	06/23/2017	VBA DESIGN, INC.	$	1,309.00
T4494	06/16/2017	AIRGAS USA, INC.	$	1,281.39
237884	06/02/2017	OVERDRIVE, INC	$	1,275.87
238141	06/16/2017	CHIPOLA COLLEGE	$	1,269.00
238321	06/23/2017	CITY OF MEXICO BEACH	$	1,250.00
238562	06/30/2017	GALLAGHER BASSETT-ORLANDO	$	1,241.92
238500	06/30/2017	AFFORDABLE TRANSMISSION &	$	1,235.85
237803	06/02/2017	AT&T	$	1,232.10
237995	06/09/2017	DANA SAFETY SUPPLY, INC	$	1,220.00
237949	06/09/2017	ADVANCED FIRE PROTECTION	$	1,213.00
238016	06/09/2017	GRAYBAR	$	1,212.62
238557	06/30/2017	FLORIDA HOSE & RUBBER, LL	$	1,211.12
237978	06/09/2017	CITY OF LYNN HAVEN	$	1,203.54
T4526	06/30/2017	PREFERRED MATERIALS, INC	$	1,198.00
238495	06/23/2017	ZOETIS HOLDINGS LLC	$	1,170.00
A004672	06/08/2017	ICMA RETIREMENT CORPORATI	$	1,158.19
238157	06/16/2017	DUKE ENERGY	$	1,152.19

BAY COUNTY BOARD OF COMMISSIONERS
CHECK REGISTER - SORTED BY DOLLAR AMOUNT
JUNE 1, 2017 THROUGH JUNE 30, 2017

CHECK NUMBER	ISSUE DATE	VENDOR		TOTAL
237928	06/02/2017	BRASCO INTERNATIONAL INC	$	1,150.00
A004690	06/22/2017	ICMA RETIREMENT CORPORATI	$	1,141.92
238331	06/23/2017	CPC OFFICE TECHNOLOGIES	$	1,136.07
238580	06/30/2017	KEY ELECTRICAL SUPPLIES I	$	1,118.85
237866	06/02/2017	JIM HOUSE & ASSOCIATES, I	$	1,103.50
238049	06/09/2017	MATTHEW BENDER & COMPANY	$	1,100.68
237842	06/02/2017	FL DEPT OF ENVIRONMENTAL	$	1,100.00
T4486	06/09/2017	BEARD EQUIPMENT CO.	$	1,080.69
238136	06/16/2017	BROCK LAWN AND PEST CONTR	$	1,079.00
238596	06/30/2017	MOTION INDUSTRIES INC	$	1,068.58
T4505	06/16/2017	THYSSENKRUPP ELEVATOR	$	1,065.44
T4505	06/16/2017	THYSSENKRUPP ELEVATOR	$	(1,065.44)
T4502	06/16/2017	SOUTHERN TIRE MART LLC	$	1,063.34
238143	06/16/2017	CITY OF PANAMA CITY UTILI	$	1,059.73
238408	06/23/2017	POWERMAX360 LLC	$	1,056.25
238465	06/23/2017	SUPREME PAPER SUPPLIES	$	1,053.30
238552	06/30/2017	FIRST AMERICAN TITLE INSU	$	1,050.00
238198	06/16/2017	LOOMIS, FARGO & CO.	$	1,040.87
238640	06/30/2017	USAA CLAIMS	$	1,034.36
238430	06/23/2017	PANHANDLE ENGINEERING, IN	$	1,026.30
238509	06/30/2017	BCBS OF ILLINOIS	$	1,022.77
238393	06/23/2017	KEY ELECTRICAL SUPPLIES I	$	1,017.03
238503	06/30/2017	APPLIED INDUSTRIAL TECH-D	$	998.00
238415	06/23/2017	NABORS GIBLIN & NICKERSON	$	997.92
237851	06/02/2017	GOVCONNECTION, INC.	$	983.94
238285	06/23/2017	BAY COUNTY HEALTH DEPARTM	$	971.88
238338	06/23/2017	D R HORTON INC	$	963.77
T4506	06/23/2017	AAG ELECTRIC MOTORS & PUM	$	950.00
238015	06/09/2017	GRAINGER	$	948.44
238034	06/09/2017	JIMMY LUMLEY PLUMBING INC	$	941.00
238022	06/09/2017	GULF COAST TREE SPECIALIS	$	935.00
237957	06/09/2017	ATKINS NORTH AMERICA, INC	$	933.37
238196	06/16/2017	LAWNSCAPES OF BAY COUNTY,	$	929.50
238576	06/30/2017	HOWARD, TIMOTHY W.	$	927.46
238433	06/23/2017	PENN VETERINARY SUPPLY, I	$	925.93
238288	06/23/2017	BAY MEDICAL SACRED HEART	$	917.37
T4527	06/30/2017	SMITH INDUSTRIAL SERVICE	$	910.00
238188	06/16/2017	IBS OF TALLAHASSEE	$	909.60
238434	06/23/2017	PENSACOLA RUBBER & GASKET	$	904.21
238629	06/30/2017	SUNBELT FIRE, INC.	$	895.00
T4497	06/16/2017	CINTAS CORPORATION #646	$	893.33
238164	06/16/2017	FORTILINE, INC	$	868.48
237918	06/02/2017	UPTON REFRIGERATION SALES	$	861.63

BAY COUNTY BOARD OF COMMISSIONERS
CHECK REGISTER - SORTED BY DOLLAR AMOUNT
JUNE 1, 2017 THROUGH JUNE 30, 2017

CHECK NUMBER	ISSUE DATE	VENDOR		TOTAL
238539	06/30/2017	DAVIS OIL CO., INC	$	851.17
238101	06/09/2017	UNDERWOOD, JOHN	$	850.00
238081	06/09/2017	SCHOLASTIC INC	$	841.27
238493	06/23/2017	WOW!	$	835.75
238376	06/23/2017	HBM INC.	$	832.34
238609	06/30/2017	PEPPER, JAMES	$	824.82
238481	06/23/2017	UNITED SELF INSURED SERVI	$	812.50
237899	06/02/2017	SCOTT, JASON M.	$	800.00
T4492	06/09/2017	THOMPSON TRACTOR CO INC	$	795.61
238403	06/23/2017	LOOMIS, FARGO & CO.	$	794.35
238171	06/16/2017	GRAINGER	$	780.19
EIB1581	06/08/2017	MASS MUTUAL	$	780.00
EIB1721	06/22/2017	MASS MUTUAL	$	780.00
238337	06/23/2017	CYBER SYTES, INC.	$	780.00
T4493	06/09/2017	TRACTOR & EQUIPMENT CO	$	774.97
238221	06/16/2017	RESTORE PLUS LLC	$	764.89
237898	06/02/2017	SAM'S CLUB DIRECT	$	756.14
238027	06/09/2017	HERITAGE FUNERAL HOME	$	750.00
238037	06/09/2017	KENT FOREST LAWN FUNERAL	$	750.00
238191	06/16/2017	KENT FOREST LAWN FUNERAL	$	750.00
238230	06/16/2017	STERLING SOLUTIONS, INC.	$	750.00
238379	06/23/2017	HERITAGE FUNERAL HOME	$	750.00
237868	06/02/2017	LEITZ OFFICE PRODUCTS, IN	$	748.97
238581	06/30/2017	CLERK OF CIRCUIT COURT	$	746.74
238343	06/23/2017	DELL MARKETING, L.P.	$	740.46
238512	06/30/2017	BETTERCLOUD INC.	$	733.40
238506	06/30/2017	ATKINS NORTH AMERICA, INC	$	732.44
238087	06/09/2017	SPRINT	$	731.73
238151	06/16/2017	WATERCO OF THE CENTRAL ST	$	721.51
238009	06/09/2017	FLORIDA HOSE & RUBBER, LL	$	713.86
238534	06/30/2017	COVINGTON HEAVY DUTY PART	$	712.71
T4511	06/23/2017	SMITH INDUSTRIAL SERVICE	$	710.00
238181	06/16/2017	GULF COAST STATE COLLEGE	$	708.88
238282	06/23/2017	B & C FIRE SAFETY, INC	$	705.00
238542	06/30/2017	DISTANCE MATTERS, INC.	$	700.00
238385	06/23/2017	INFINITE ENERGY	$	695.68
238598	06/30/2017	NAVISPRO, LLC	$	687.50
238245	06/16/2017	VERIZON WIRELESS	$	685.15
237927	06/02/2017	ADECCO EMPLOYMENT SERVICE	$	682.00
237829	06/02/2017	COFFMAN INTERNATIONAL, IN	$	676.23
238505	06/30/2017	ATALASOFT INC.	$	675.00
238050	06/09/2017	POWERMAX360 LLC	$	672.40
238187	06/16/2017	HOLLEY INC PANAMA CITY	$	669.60

BAY COUNTY BOARD OF COMMISSIONERS
CHECK REGISTER - SORTED BY DOLLAR AMOUNT
JUNE 1, 2017 THROUGH JUNE 30, 2017

CHECK NUMBER	ISSUE DATE	VENDOR	TOTAL
237925	06/02/2017	XEROX CORPORATION	$ 668.19
238544	06/30/2017	DYKINS, COURTNEY	$ 665.52
238530	06/30/2017	CITY OF PARKER	$ 650.16
238233	06/16/2017	SUNBELT RENTALS, INC.	$ 639.15
238220	06/16/2017	REPORTING SYSTEMS, INC	$ 637.66
238303	06/23/2017	BOUND TREE MEDICAL, LLC	$ 637.65
238469	06/23/2017	TECO PEOPLES GAS	$ 629.70
237810	06/02/2017	C.W. ROBERTS CONTRACTING,	$ 614.72
238532	06/30/2017	COGGINS INSURANCE AGENCY	$ 606.00
237869	06/02/2017	LEWIS, BEVERLY D	$ 600.00
237896	06/02/2017	ROBB DAVIS DESIGN BUILD	$ 600.00
238202	06/16/2017	MARITECH MACHINE, INC.	$ 600.00
238595	06/30/2017	MOORE, MARJORIE	$ 594.57
237878	06/02/2017	MINGLEDORFF'S, INC	$ 592.65
238384	06/23/2017	INDUSTRIAL CHEMICALS, INC	$ 589.02
238573	06/30/2017	CA FLORIDA HOLDINGS INC.	$ 587.64
238424	06/23/2017	OFFICE DEPOT, INC.	$ 586.65
238063	06/09/2017	PENSACOLA RUBBER & GASKET	$ 584.37
238564	06/30/2017	GARRETT, WILLIAM R.	$ 581.25
238090	06/09/2017	SYSTEM SCALE CORP	$ 565.80
238269	06/23/2017	ACENTRIA, INC	$ 562.29
237862	06/02/2017	HD SUPPLY WHITE CAP CONST	$ 561.60
237950	06/09/2017	ALLON SERVICES LLC	$ 560.00
238617	06/30/2017	ROADRUNNER PHARMACY, INC.	$ 558.23
238271	06/23/2017	ADAMS EQUIPMENT CO., INC.	$ 555.22
238457	06/23/2017	SOUTHERN CLEANING SUPPLY	$ 552.09
T4478	06/02/2017	SONITROL OF TALLAHASSEE,	$ 552.00
T4491	06/09/2017	SOUTHERN TIRE MART LLC	$ 550.00
238193	06/16/2017	CLERK OF CIRCUIT COURT	$ 544.78
238566	06/30/2017	GRAINGER	$ 542.03
238354	06/23/2017	FLORIDA HOSE & RUBBER, LL	$ 541.21
238209	06/16/2017	NAVISPRO, LLC	$ 535.00
238528	06/30/2017	CITY OF PANAMA CITY BEACH	$ 531.91
238161	06/16/2017	FLORIDA PUBLIC UTILITIES	$ 529.31
238124	06/16/2017	ARGOS NORTH AMERICAN CORP	$ 529.00
238327	06/23/2017	COMCAST CABLEVISION	$ 527.61
238275	06/23/2017	ALERE TOXICOLOGY SERVICES	$ 524.40
237982	06/09/2017	CLEARSTAR, INC.	$ 519.45
237903	06/02/2017	SHI INTERNATIONAL CORP	$ 512.50
238115	06/09/2017	XEROX CORPORATION	$ 511.10
T4514	06/23/2017	STEWART & STEVENSON LLC	$ 504.52
238001	06/09/2017	ENVIROMED OF BAY COUNTY,	$ 504.00
237945	06/09/2017	ABBOTT APPRAISAL ASSOCIAT	$ 500.00

BAY COUNTY BOARD OF COMMISSIONERS
CHECK REGISTER - SORTED BY DOLLAR AMOUNT
JUNE 1, 2017 THROUGH JUNE 30, 2017

CHECK NUMBER	ISSUE DATE	VENDOR	TOTAL
238214	06/16/2017	BRANDON PEARCE TREE SURGE	$ 500.00
238419	06/23/2017	NAVISPRO, LLC	$ 500.00
237870	06/02/2017	MCCALL SOD FARM	$ 499.00
237912	06/02/2017	SWAGIT PRODUCTIONS, LLC	$ 495.00
238074	06/09/2017	RELIABLE COPY PRODUCTS, I	$ 492.12
238109	06/09/2017	WEBB, BILL	$ 489.42
238390	06/23/2017	JUNCO EMERGENCY PHYSICIAN	$ 487.54
238574	06/30/2017	HERZOG MEDIATION LLC	$ 487.50
238219	06/16/2017	RELX INC DBA LEXISNEXIS	$ 479.98
238432	06/23/2017	PAUL SIMS CONSTRUCTION	$ 479.94
238131	06/16/2017	BLACKSTONE AUDIO, INC	$ 478.56
238468	06/23/2017	TDS RENTALS & LEASING LLC	$ 475.01
237833	06/02/2017	CROWN HEALTH CARE LAUNDRY	$ 467.30
238631	06/30/2017	SUNSHINE STATE ONE CALL O	$ 466.46
238297	06/23/2017	BENNETT P.A., DERRICK	$ 460.00
238067	06/09/2017	PREMIER BIOTECH, INC	$ 458.41
238144	06/16/2017	CITY OF PANAMA CITY UTILI	$ 456.50
238523	06/30/2017	CAPITOL MATERIALS INC	$ 456.45
238522	06/30/2017	CAPITAL HEALTH PLAN	$ 455.17
238342	06/23/2017	DEEP SOUTH CRANE RENTALS,	$ 453.20
237933	06/02/2017	WELLS FARGO FINANCIAL, IN	$ 451.52
238237	06/16/2017	TECO PEOPLES GAS	$ 436.91
238057	06/09/2017	OAK HALL INDUSTRIES, L.P.	$ 435.95
237892	06/02/2017	PROGRESSIVE INSURANCE	$ 435.47
238378	06/23/2017	BUTLER ANIMAL HEALTH HOLD	$ 431.23
237939	06/09/2017	KENTUCKY CHILD SUPPORT EN	$ 427.25
238262	06/23/2017	KENTUCKY CHILD SUPPORT EN	$ 427.25
238377	06/23/2017	HARRISON SALE MCCLOY	$ 425.00
238137	06/16/2017	C.W. ROBERTS CONTRACTING,	$ 420.92
237992	06/09/2017	WATERCO OF THE CENTRAL ST	$ 420.45
237817	06/02/2017	CITY OF PANAMA CITY	$ 420.40
237902	06/02/2017	SHARP ELECTRONICS CORPORA	$ 418.21
T4476	06/02/2017	CINTAS CORPORATION #646	$ 417.96
238119	06/16/2017	ADAMS EQUIPMENT CO., INC.	$ 406.84
237894	06/02/2017	RELIABLE COPY PRODUCTS, I	$ 405.72
T4531	06/30/2017	THOMPSON TRACTOR CO INC	$ 404.88
238217	06/16/2017	RECORDED BOOKS INC.	$ 403.63
238605	06/30/2017	PANAMA ALTERNATOR & START	$ 401.00
238332	06/23/2017	COPY PRODUCTS COMPANY	$ 400.34
238098	06/09/2017	TIFFANY A. BROWN-CERTO, E	$ 400.00
238616	06/30/2017	RELIABLE COPY PRODUCTS, I	$ 397.72
238126	06/16/2017	PCB PELICAN CORP	$ 395.90
238556	06/30/2017	FLORIDA BLUE	$ 393.60

BAY COUNTY BOARD OF COMMISSIONERS
CHECK REGISTER - SORTED BY DOLLAR AMOUNT
JUNE 1, 2017 THROUGH JUNE 30, 2017

CHECK NUMBER	ISSUE DATE	VENDOR		TOTAL
237821	06/02/2017	CITY OF PANAMA CITY	$	391.39
237937	06/09/2017	HART, LEIGH D - ESQUIRE	$	390.00
238261	06/23/2017	HART, LEIGH D - ESQUIRE	$	390.00
237989	06/09/2017	COVINGTON HEAVY DUTY PART	$	389.24
238215	06/16/2017	PITNEY BOWES GLOBAL FINAN	$	387.00
238476	06/23/2017	TOSHIBA AMERICA BUS. SOLU	$	384.17
238451	06/23/2017	SACRED HEART HOSPITAL	$	381.56
238118	06/16/2017	ACTION FIRE & SAFETY EQUI	$	380.00
238355	06/23/2017	FORD, CONSSANDRA GAIL	$	380.00
238238	06/16/2017	TEN-8 FIRE EQUIPMENT, INC	$	377.99
238047	06/09/2017	MARVIN HUDSON BUSINESS PR	$	377.60
238166	06/16/2017	GALE/CENGAGE LEARNING	$	374.81
237887	06/02/2017	BAY COUNTY TAX COLLECTOR	$	368.76
238349	06/23/2017	EMERALD COAST FLEET SERVI	$	367.78
238636	06/30/2017	UNITED HEALTHCARE INSURAN	$	364.49
237880	06/02/2017	OFFICE DEPOT, INC.	$	360.99
237799	06/02/2017	ACTION FIRE & SAFETY EQUI	$	360.50
238464	06/23/2017	SUNSHINE STATE ONE CALL O	$	356.71
238584	06/30/2017	MAD HATTER TOTAL CAR CARE	$	353.78
237959	06/09/2017	B & H PHOTO-VIDEO-PRO AUD	$	350.00
238647	06/30/2017	WOW!	$	349.39
238205	06/16/2017	MEDIACOM	$	345.44
238152	06/16/2017	CULLIGAN WATER SERVICES	$	345.00
238510	06/30/2017	BEACH MOWER INC	$	344.49
T4519	06/30/2017	AIRGAS USA, INC.	$	342.59
238266	06/23/2017	US DEPT OF EDUCATION	$	335.40
237905	06/02/2017	SLIKER, ANDY	$	332.64
238149	06/16/2017	COVINGTON HEAVY DUTY PART	$	330.30
238294	06/23/2017	BAY RADIOLOGY WOMENS IMAG	$	330.00
T4500	06/16/2017	GHX INDUSTRIAL, LLC	$	329.60
237956	06/09/2017	AT&T	$	326.05
238244	06/16/2017	UPTON REFRIGERATION SALES	$	325.00
238610	06/30/2017	PRECISION COMMUNICATIONS	$	318.54
238489	06/23/2017	WEBB, BILL	$	310.01
T4496	06/16/2017	BEARD EQUIPMENT CO.	$	300.60
238389	06/23/2017	JACKSONVILLE SOUND & COMM	$	300.00
238516	06/30/2017	NORTHERN TOOL & EQUIPMENT	$	299.99
238153	06/16/2017	WORKING PARTNERS, LLC	$	295.00
238104	06/09/2017	VALLEY VIEW DESIGNS INC	$	293.40
238520	06/30/2017	BROCK LAWN AND PEST CONTR	$	290.00
238012	06/09/2017	GALE/CENGAGE LEARNING	$	286.08
238093	06/09/2017	TAYLOR, LESIL	$	285.50
238533	06/30/2017	COQUI DISPOSAL SERVICES,	$	284.72

BAY COUNTY BOARD OF COMMISSIONERS
CHECK REGISTER - SORTED BY DOLLAR AMOUNT
JUNE 1, 2017 THROUGH JUNE 30, 2017

CHECK NUMBER	ISSUE DATE	VENDOR	TOTAL
238529	06/30/2017	CITY OF PANAMA CITY UTILI	$ 284.27
237908	06/02/2017	SOUTHERN CLEANING SUPPLY	$ 280.64
237861	06/02/2017	HALL SEPTIC TANK SERVICE,	$ 280.00
238399	06/23/2017	LEAF CAPITAL FUNDING	$ 279.66
238084	06/09/2017	SEAGO FIRE PROTECTION, LL	$ 276.00
238345	06/23/2017	ECONFINA CARDIOLOGY GROUP	$ 272.67
238227	06/16/2017	SPRINT	$ 272.10
238105	06/09/2017	VERIZON WIRELESS	$ 271.90
238076	06/09/2017	RICHARD CARLTON CONSULTIN	$ 270.00
238002	06/09/2017	ERA NEUBAUER REAL ESTATE	$ 269.20
238524	06/30/2017	CARNLEY, LARRY	$ 266.50
237979	06/09/2017	CITY OF PANAMA CITY UTILI	$ 265.97
238472	06/23/2017	THE FLORIDA BAR	$ 265.00
238473	06/23/2017	THE FLORIDA BAR	$ 265.00
238538	06/30/2017	DANA SAFETY SUPPLY, INC	$ 258.30
237943	06/09/2017	TENNESSEE CHILD SUPPORT	$ 258.00
237811	06/02/2017	CANON FINANCIAL SVCS, INC	$ 252.44
238095	06/09/2017	TESSCO, INC.	$ 252.05
237970	06/09/2017	BRYANT, EMILY	$ 249.29
237809	06/02/2017	BROCKMAN, NANCY	$ 245.02
237955	06/09/2017	FOSTER LABS LLC	$ 245.00
238062	06/09/2017	PARKWAY STORAGE INC.	$ 244.00
238563	06/30/2017	GALLS, LLC	$ 241.40
238502	06/30/2017	ANDERSON COLUMBIA-FAPCO D	$ 240.80
238316	06/23/2017	CENTURY 21 COMMANDER REAL	$ 240.78
237954	06/09/2017	AMERICAN SCREENING L.L.C.	$ 240.00
238358	06/23/2017	GALE/CENGAGE LEARNING	$ 238.91
238208	06/16/2017	MOWREY ELEVATOR CO OF FLA	$ 232.86
237974	06/09/2017	INDEPENDENT CLINICAL LAB.	$ 231.00
238150	06/16/2017	CROWN HEALTH CARE LAUNDRY	$ 230.90
238334	06/23/2017	CROWN HEALTH CARE LAUNDRY	$ 230.90
238536	06/30/2017	CROWN HEALTH CARE LAUNDRY	$ 230.90
238274	06/23/2017	ADVANCED FIRE PROTECTION	$ 230.00
238537	06/30/2017	CULLIGAN WATER SERVICES	$ 225.05
238513	06/30/2017	TAYLOR III, WILLIAM BEN	$ 225.00
238531	06/30/2017	COASTAL EMERGENCY RESTORA	$ 225.00
237929	06/02/2017	EASY RIDE LLC	$ 223.99
238340	06/23/2017	DAVIS OIL CO., INC	$ 220.55
238591	06/30/2017	MEDIACOM	$ 220.49
238201	06/16/2017	MAINSTREET PROPERTY SERVI	$ 220.00
237993	06/09/2017	D R HORTON INC	$ 218.63
T4474	06/02/2017	AIRGAS USA, INC.	$ 217.65
237906	06/02/2017	SON CO INC.	$ 215.87

BAY COUNTY BOARD OF COMMISSIONERS
CHECK REGISTER - SORTED BY DOLLAR AMOUNT
JUNE 1, 2017 THROUGH JUNE 30, 2017

CHECK NUMBER	ISSUE DATE	VENDOR		TOTAL
237871	06/02/2017	MEDIACOM	$	215.49
238634	06/30/2017	TECO PEOPLES GAS	$	214.94
238486	06/23/2017	VISION SERVICE PLAN INSUR	$	211.15
237934	06/09/2017	CLERK OF COURT-ANDERSON C	$	210.00
238259	06/23/2017	CLERK OF COURT-ANDERSON C	$	210.00
237882	06/02/2017	OGILVIE, HEATHER	$	206.50
237893	06/02/2017	RANTANEN, KHELSEA	$	206.50
237901	06/02/2017	SHADER, ROBIN	$	206.50
238132	06/16/2017	BLOOMFIELD, BRIAN	$	206.50
238309	06/23/2017	BRYANT, WILLIE C	$	203.02
238612	06/30/2017	PROFESSIONAL COURT REPORT	$	202.90
238375	06/23/2017	HARNS, JANET	$	202.23
238039	06/09/2017	CLERK OF CIRCUIT COURT	$	202.00
237843	06/02/2017	FL DOH, BUREAU OF PUBLIC	$	200.00
238511	06/30/2017	BERNDT, BONNIE G	$	200.00
238641	06/30/2017	VADAKIN, SOMCHAI M	$	200.00
238301	06/23/2017	BLACKSTONE AUDIO, INC	$	197.98
238148	06/16/2017	COQUI DISPOSAL SERVICES,	$	196.48
237844	06/02/2017	FLORIDA CLINICAL PRACTICE	$	193.00
237986	06/09/2017	COMCAST CABLEVISION	$	192.93
238268	06/23/2017	7G ENVIRONMENTAL COMPLIAN	$	190.00
237840	06/02/2017	EMERALD COAST ANSWERPHONE	$	187.37
238167	06/16/2017	GALLS, LLC	$	186.89
237917	06/02/2017	UNITED HEALTHCARE INSURAN	$	184.94
238242	06/16/2017	TRANSCAT, INC.	$	184.25
238561	06/30/2017	GALE/CENGAGE LEARNING	$	183.94
238594	06/30/2017	MINGLEDORFF'S, INC	$	181.17
238560	06/30/2017	FOX, CHRISTOPHER	$	180.50
238623	06/30/2017	SOLOTS, DAVID	$	180.50
238046	06/09/2017	MAD HATTER TOTAL CAR CARE	$	179.10
238203	06/16/2017	MCCALL SOD FARM	$	179.00
238347	06/23/2017	EMERALD COAST ANSWERPHONE	$	178.27
237875	06/02/2017	MEDICARE SECONDARY PAYER	$	177.95
237804	06/02/2017	BAY MEDICAL SACRED HEART	$	177.94
238212	06/16/2017	OVERHEAD DOOR PRO SERVICE	$	175.00
237873	06/02/2017	MEDICARE SECONDARY PAYER	$	173.58
E061217	06/12/2017	FIRST DATA GLOBAL LEASING	$	172.16
238299	06/23/2017	BERRY, GREGORY	$	170.00
238361	06/23/2017	GOODWIN, JOHN F	$	170.00
238410	06/23/2017	METCALF, DAVID	$	170.00
238548	06/30/2017	ENVIROMED OF BAY COUNTY,	$	168.00
238452	06/23/2017	SALE, VALERIE	$	167.99
238324	06/23/2017	CITY OF PORT ST. JOE	$	167.17

BAY COUNTY BOARD OF COMMISSIONERS
CHECK REGISTER - SORTED BY DOLLAR AMOUNT
JUNE 1, 2017 THROUGH JUNE 30, 2017

CHECK NUMBER	ISSUE DATE	VENDOR	TOTAL
238567	06/30/2017	GREASE PRO	$ 163.93
237987	06/09/2017	COPPER STATES LLC	$ 162.88
238308	06/23/2017	BROWN, CHRISTINA	$ 162.62
238110	06/09/2017	WEBB, LISA	$ 161.97
238490	06/23/2017	WEBB, LISA	$ 161.97
238603	06/30/2017	OFFICE DEPOT, INC.	$ 161.43
237963	06/09/2017	BAY PEST CONTROL, INC.	$ 160.78
238265	06/23/2017	UNITED WAY OF NORTHWEST F	$ 160.36
238445	06/23/2017	QUARLES, JODY JAMES	$ 160.00
238565	06/30/2017	GIBBS JR, RICHARD L.	$ 160.00
237874	06/02/2017	MEDICARE SECONDARY PAYER	$ 157.27
238305	06/23/2017	BROCK LAWN AND PEST CONTR	$ 155.00
238418	06/23/2017	NATIONSTAR MORTGAGE LLC	$ 153.41
238448	06/23/2017	RECORDED BOOKS INC.	$ 152.95
238330	06/23/2017	COVINGTON HEAVY DUTY PART	$ 150.25
237998	06/09/2017	DEADY P.A., ERIN L.	$ 150.00
238289	06/23/2017	BAY PEST CONTROL, INC.	$ 150.00
238622	06/30/2017	SIGHTLINE CREATIVE, INC.	$ 150.00
238645	06/30/2017	WELLS FARGO VENDOR FIN SE	$ 149.92
238428	06/23/2017	OVERSTREET REALTY	$ 148.58
238044	06/09/2017	LOVETT JR.,PAUL LOUIS	$ 147.87
238326	06/23/2017	CMH PARKS INC	$ 146.57
237965	06/09/2017	NORTHERN TOOL & EQUIPMENT	$ 144.74
238504	06/30/2017	AT&T	$ 142.63
238314	06/23/2017	CAPITAL COMMUNICATIONS IN	$ 140.23
238278	06/23/2017	FOSTER LABS LLC	$ 140.00
238597	06/30/2017	NABORS GIBLIN & NICKERSON	$ 137.50
237996	06/09/2017	DAVIS EXTERMINATORS, INC.	$ 135.00
238025	06/09/2017	HARNS, JANET	$ 134.82
238329	06/23/2017	CONNER, AMBER J	$ 134.75
238441	06/23/2017	POLITE, SHANDRIA L	$ 134.64
238449	06/23/2017	RICH PAD HOME SOLUTIONS	$ 134.50
238258	06/23/2017	AMERICAN HERITAGE LIFE IN	$ 133.77
238608	06/30/2017	PENN VETERINARY SUPPLY, I	$ 133.40
237946	06/09/2017	CONDUENT ENTERPRISE SOLUT	$ 132.82
238117	06/16/2017	CONDUENT ENTERPRISE SOLUT	$ 132.82
238526	06/30/2017	CDW GOVERNMENT, INC.	$ 131.84
238073	06/09/2017	RECORDED BOOKS INC.	$ 130.95
238374	06/23/2017	HALL SEPTIC TANK SERVICE,	$ 130.00
238514	06/30/2017	BLACKSTONE AUDIO, INC	$ 129.86
238474	06/23/2017	THREADED FASTENERS, INC.	$ 129.38
237813	06/02/2017	CARNLEY, LARRY	$ 127.50
238593	06/30/2017	MIDWEST TAPE	$ 127.14

BAY COUNTY BOARD OF COMMISSIONERS
CHECK REGISTER - SORTED BY DOLLAR AMOUNT
JUNE 1, 2017 THROUGH JUNE 30, 2017

CHECK NUMBER	ISSUE DATE	VENDOR		TOTAL
238315	06/23/2017	CENTER POINT LARGE PRINT	$	126.42
237941	06/09/2017	ROLFE & LOBELLO, P.A.	$	125.00
238264	06/23/2017	ROLFE & LOBELLO, P.A.	$	125.00
238077	06/09/2017	ROTO-ROOTER PLUMBERS	$	125.00
238336	06/23/2017	CURTIS, SHELLEY	$	123.04
238204	06/16/2017	MCGINN, BILL	$	120.00
238454	06/23/2017	SCHOLASTIC LIBRARY PUBLIS	$	120.00
238003	06/09/2017	EUGENE, RANDALL	$	119.57
238362	06/23/2017	GRAINGER	$	119.34
237876	06/02/2017	MELZER, HOLLY	$	116.86
238273	06/23/2017	ADKISON, SARAH F	$	116.52
238304	06/23/2017	BRANNON, STEPHEN C	$	115.88
237801	06/02/2017	ADT US HOLDINGS, INC	$	115.65
238000	06/09/2017	ENVELOC, INC.	$	114.00
238319	06/23/2017	CITY OF LYNN HAVEN	$	112.50
237849	06/02/2017	GALLS, LLC	$	111.34
238583	06/30/2017	LEXISNEXIS RISK SOLUTIONS	$	110.64
238639	06/30/2017	UNITED WORLD LIFE INSURAN	$	107.86
238491	06/23/2017	WILLIAMS, JOHN M	$	107.30
238446	06/23/2017	QUILL CORPORATION	$	104.31
237977	06/09/2017	CITY OF CALLAWAY	$	103.94
238462	06/23/2017	STUART, JEANETTE	$	103.41
238615	06/30/2017	RECORDED BOOKS INC.	$	102.21
237980	06/09/2017	CITY OF WEWAHITCHKA	$	101.84
238014	06/09/2017	GEORGIA PETROLEUM, INC	$	100.00
238159	06/16/2017	FL DEPT OF ENVIRONMENTAL	$	100.00
238160	06/16/2017	FL DEPT OF ENVIRONMENTAL	$	100.00
238380	06/23/2017	HILL, JAMES	$	100.00
238577	06/30/2017	HUFF, ALEXANDER P	$	100.00
238130	06/16/2017	BEACH MOWER INC	$	98.93
238460	06/23/2017	SPELLINGS, COSMO	$	98.28
238300	06/23/2017	BERTRAND, KARIN	$	97.29
237867	06/02/2017	LARSON MD, JERROLD	$	97.06
238026	06/09/2017	BUTLER ANIMAL HEALTH HOLD	$	95.86
238637	06/30/2017	UNITED PARCEL SERVICE	$	95.77
238488	06/23/2017	WAHLSTROM, KEVIN	$	95.70
238111	06/09/2017	WILKERSON, MIKAELA	$	94.70
237968	06/09/2017	BROCK LAWN AND PEST CONTR	$	94.00
237877	06/02/2017	MHBP FEDERAL EMPLOY HEALT	$	93.73
238401	06/23/2017	LISENBY, CODY S	$	93.67
238071	06/09/2017	QUILL CORPORATION	$	92.71
237890	06/02/2017	PRESTIGE HEALTH CHOICE	$	92.26
238359	06/23/2017	GATSON, SAGE A	$	91.91

BAY COUNTY BOARD OF COMMISSIONERS
CHECK REGISTER - SORTED BY DOLLAR AMOUNT
JUNE 1, 2017 THROUGH JUNE 30, 2017

CHECK NUMBER	ISSUE DATE	VENDOR	TOTAL
238075	06/09/2017	REMER-MARSHALL, KATHLEEN	$ 91.73
237924	06/02/2017	WPS/TRICARE ADMINISTRATIO	$ 90.40
238607	06/30/2017	PENGUIN RANDOM HOUSE LLC	$ 90.00
237922	06/02/2017	WPS/TRICARE ADMINISTRATIO	$ 88.94
237921	06/02/2017	WPS/TRICARE ADMINISTRATIO	$ 88.52
238498	06/30/2017	AETNA LIFE INSURANCE	$ 88.47
238499	06/30/2017	AETNA LIFE INSURANCE	$ 88.47
238551	06/30/2017	FEDERAL EXPRESS CORPORATI	$ 88.15
237889	06/02/2017	PRESTIGE HEALTH CHOICE	$ 87.79
238058	06/09/2017	OBERT, KATHY	$ 87.08
237806	06/02/2017	BENNETT, ADDISON A.	$ 86.10
238494	06/23/2017	YATES, KIMBERLY S	$ 85.38
238406	06/23/2017	MAD HATTER TOTAL CAR CARE	$ 84.16
238644	06/30/2017	WELLCARE OF FLORIDA, INC	$ 83.51
238211	06/16/2017	OFFICE DEPOT, INC.	$ 83.48
237872	06/02/2017	MEDICARE SECONDARY PAYER	$ 81.58
237812	06/02/2017	CANON SOLUTIONS AMERICA,	$ 80.67
T4484	06/09/2017	AIRGAS USA, INC.	$ 79.94
238122	06/16/2017	AMERIGAS - PANAMA CITY	$ 79.00
238270	06/23/2017	ACTION FIRE & SAFETY EQUI	$ 78.50
238180	06/16/2017	GULF COAST STATE COLLEGE	$ 77.00
238042	06/09/2017	LERNER UNIVERSAL CORPORAT	$ 75.96
237969	06/09/2017	BROWN, GRACE DIANE	$ 75.95
238089	06/09/2017	STRICKLAND, JEAN	$ 75.41
238123	06/16/2017	FOSTER LABS LLC	$ 75.00
238248	06/16/2017	WHITE'S WRECKER SERVICE,	$ 75.00
238601	06/30/2017	NORTH FLORIDA MEDICAL GRO	$ 75.00
238638	06/30/2017	UNITED SELF INSURED SERVI	$ 75.00
238200	06/16/2017	MAD HATTER TOTAL CAR CARE	$ 74.47
238383	06/23/2017	IBS OF TALLAHASSEE	$ 74.45
238210	06/16/2017	NI GOVERNMENT SERVICES IN	$ 73.73
238600	06/30/2017	NI GOVERNMENT SERVICES IN	$ 73.73
238296	06/23/2017	BEATSON, KATHERINE M	$ 72.90
237857	06/02/2017	GULF COAST REG MEDICAL CE	$ 72.00
238068	06/09/2017	PRESTIGE HEALTH CHOICE	$ 70.85
237805	06/02/2017	BAY PEST CONTROL, INC.	$ 70.00
238461	06/23/2017	STAMPER, RICHARD	$ 69.89
237972	06/09/2017	BUTTAR, MUSARRAT	$ 68.06
237841	06/02/2017	FEDERAL EXPRESS CORPORATI	$ 66.73
238439	06/23/2017	PIEPER, JODY D	$ 66.20
238475	06/23/2017	TIMMINS CONSTRUCTION INC	$ 65.88
T4481	06/02/2017	THOMPSON TRACTOR CO INC	$ 65.86
238085	06/09/2017	SHRED-IT US JV LLC	$ 65.64

BAY COUNTY BOARD OF COMMISSIONERS
CHECK REGISTER - SORTED BY DOLLAR AMOUNT
JUNE 1, 2017 THROUGH JUNE 30, 2017

CHECK NUMBER	ISSUE DATE	VENDOR	TOTAL
238035	06/09/2017	KAMINSKY, JONATHON	$ 65.49
237964	06/09/2017	BEATSON, KATHERINE M	$ 64.00
238643	06/30/2017	WELLCARE OF FLORIDA, INC	$ 63.06
237904	06/02/2017	SHULER, JENNIFER W.	$ 60.99
238078	06/09/2017	S & S WORLDWIDE, INC.	$ 60.60
237863	06/02/2017	BUTLER ANIMAL HEALTH HOLD	$ 60.20
238064	06/09/2017	PENTZER, CHERYL	$ 60.00
238099	06/09/2017	TIMMINS CONSTRUCTION INC	$ 60.00
238108	06/09/2017	WATSON, KEELY MICHELLE	$ 60.00
238112	06/09/2017	WILKES, RICHARD CRAIG	$ 58.18
T4529	06/30/2017	STEWART & STEVENSON LLC	$ 57.73
T4523	06/30/2017	GE BETZ, INC.	$ 57.61
238328	06/23/2017	COMPBENEFITS	$ 56.50
238234	06/16/2017	SUNCOAST AQUARIUMS	$ 55.00
238569	06/30/2017	GULF COAST REG MEDICAL CE	$ 54.00
238397	06/23/2017	KOEHNEMAN CONSTRUCTION	$ 53.54
237818	06/02/2017	CITY OF PANAMA CITY	$ 52.90
238168	06/16/2017	GARETH STEVENS PUBLISHING	$ 52.21
238443	06/23/2017	PRECISION COMMUNICATIONS	$ 51.26
238113	06/09/2017	WILLIAMS, DOUGLAS	$ 50.82
237985	06/09/2017	COLLINS, THOMAS	$ 50.04
237911	06/02/2017	STEWART, SALLY A.	$ 50.00
238082	06/09/2017	SCOTT, JASON M.	$ 50.00
238606	06/30/2017	PATRONIS, THEO J	$ 50.00
238620	06/30/2017	SEALE, BONNY J.	$ 50.00
238310	06/23/2017	BUCHANAN, JOHN G	$ 49.25
238260	06/23/2017	CINCINNATI LIFE INSURANCE	$ 48.62
238307	06/23/2017	BROOKS, JOHN	$ 47.59
238431	06/23/2017	PARKER, NICOLE	$ 47.43
238477	06/23/2017	TURNER, NADENE A	$ 47.01
238453	06/23/2017	SALLAWAY, ELIZABETH M	$ 46.69
238471	06/23/2017	TERMINIX	$ 46.00
238348	06/23/2017	FERGUSON, LARRY E	$ 44.02
237923	06/02/2017	WPS/TRICARE ADMINISTRATIO	$ 43.43
238582	06/30/2017	KNOX COUNTY SHERIFF'S OFF	$ 43.00
238635	06/30/2017	TIPTON COUNTY SHERIFF'S O	$ 43.00
238028	06/09/2017	HOLLEY INC PANAMA CITY	$ 42.75
238381	06/23/2017	HOLLEY INC PANAMA CITY	$ 42.75
238083	06/09/2017	SCOTT, SUMMER	$ 42.72
238243	06/16/2017	UNITED PARCEL SERVICE	$ 41.75
238017	06/09/2017	GREEN, REBECCA	$ 40.94
238173	06/16/2017	GRIER, PHYLLIS	$ 40.00
238240	06/16/2017	INSIGHT SERVICES, INC	$ 40.00

BAY COUNTY BOARD OF COMMISSIONERS
CHECK REGISTER - SORTED BY DOLLAR AMOUNT
JUNE 1, 2017 THROUGH JUNE 30, 2017

CHECK NUMBER	ISSUE DATE	VENDOR	TOTAL
238302	06/23/2017	NORTHERN TOOL & EQUIPMENT	$ 39.99
238409	06/23/2017	MCCOY, MICHAEL N	$ 39.72
238306	06/23/2017	BROCKMAN, NANCY	$ 38.52
238021	06/09/2017	GULF COAST PEST CONTROL,	$ 38.00
238492	06/23/2017	WOULLARD, DOMINIQUE N	$ 37.72
238642	06/30/2017	VERIZON WIRELESS	$ 37.70
237885	06/02/2017	PANAMA CITY GOLF CARTS, L	$ 37.50
238402	06/23/2017	LLC GRASSY POINT INVESTME	$ 37.16
238038	06/09/2017	CLERK OF CIRCUIT COURT	$ 37.00
238127	06/16/2017	BAY COUNTY CHAMBER OF COM	$ 36.90
238400	06/23/2017	LEBOEUF, SHERRY F	$ 36.38
237914	06/02/2017	TECO PEOPLES GAS	$ 35.85
237837	06/02/2017	DICKENS, DARLENE	$ 35.00
237848	06/02/2017	GADDIE, BARBARA ANNE	$ 35.00
237981	06/09/2017	CLAUS, SANTA	$ 35.00
237997	06/09/2017	DAVIS, BOBBY	$ 35.00
238013	06/09/2017	GAMBRELL, RONALD	$ 35.00
238080	06/09/2017	SCHAUER, BONNIE	$ 35.00
238088	06/09/2017	STEBEL, JEAN	$ 35.00
238107	06/09/2017	VINES, DENNY	$ 35.00
238162	06/16/2017	FORD JR., DAVID	$ 35.00
238225	06/16/2017	SMITH, TRACY	$ 35.00
238427	06/23/2017	OTT, BRAD	$ 35.00
238459	06/23/2017	SOUTHWIND PEST AND TERMIT	$ 35.00
238575	06/30/2017	HOLCOMB, SUSAN	$ 35.00
238628	06/30/2017	STONE, MARCIA	$ 35.00
238102	06/09/2017	UNITED PARCEL SERVICE	$ 33.36
238206	06/16/2017	MICROMARKETING LLC	$ 31.99
238450	06/23/2017	RICHARDSON, TRACY D	$ 31.49
238646	06/30/2017	WILLIAMS, TINA	$ 31.03
237900	06/02/2017	SEALE, BONNY J.	$ 30.00
237944	06/09/2017	98 REAL ESTATE GROUP LLC	$ 28.39
238541	06/30/2017	DEMCO, INC.	$ 27.90
238478	06/23/2017	ULVERSCROFT LARGE PRINT B	$ 25.49
237831	06/02/2017	COOPER, MARCO T.	$ 25.00
238147	06/16/2017	CONNER JR., JAMES	$ 24.00
238195	06/16/2017	LANGUAGE LINE SERVICES, I	$ 23.72
237834	06/02/2017	WATERCO OF THE CENTRAL ST	$ 23.70
238420	06/23/2017	NELSON, ISOLDE U	$ 23.15
238627	06/30/2017	STEWART, NIKA S. GRAMMAS	$ 22.69
238086	06/09/2017	SKINNER, FLOYD	$ 22.13
237910	06/02/2017	ST JOE NATURAL GAS	$ 22.00
238626	06/30/2017	ST JOE NATURAL GAS	$ 22.00

BAY COUNTY BOARD OF COMMISSIONERS
CHECK REGISTER - SORTED BY DOLLAR AMOUNT
JUNE 1, 2017 THROUGH JUNE 30, 2017

CHECK NUMBER	ISSUE DATE	VENDOR		TOTAL
238456	06/23/2017	SMITH, JEFF	$	21.26
238235	06/16/2017	SUPREME ENERGY INC.	$	21.20
238550	06/30/2017	FEDERAL EXPRESS	$	20.89
238515	06/30/2017	BLAZINA, JOHN	$	20.86
237828	06/02/2017	CITY OF PANAMA CITY UTILI	$	20.62
238311	06/23/2017	BUTLER, SAMANTHA	$	20.59
T4485	06/09/2017	AP SOUND INC	$	20.50
237847	06/02/2017	FOREMAN, KIMBERLY	$	20.00
238054	06/09/2017	MYRKLE, DAN	$	20.00
238404	06/23/2017	LUGONES, ANGEL	$	19.51
238417	06/23/2017	NATIONAL INSURANCE SERVIC	$	19.50
238360	06/23/2017	GILES, COLBY A	$	19.25
238422	06/23/2017	OBERT, KATHY	$	17.24
238335	06/23/2017	WATERCO OF THE CENTRAL ST	$	16.50
238114	06/09/2017	WILLIS, CODY E	$	16.20
238043	06/09/2017	LIBERTY COUNTY WATER & GA	$	16.00
238279	06/23/2017	ASHTON, OLIVIA L	$	15.85
238313	06/23/2017	CAMERON SKINNER DEVELOPME	$	15.15
238578	06/30/2017	INFINITE ENERGY	$	14.04
238100	06/09/2017	TYLER, BRENDA J.	$	13.96
238394	06/23/2017	CLERK OF CIRCUIT COURT	$	11.64
238395	06/23/2017	CLERK OF CIRCUIT COURT	$	11.64
238291	06/23/2017	BAY RADIOLOGY WOMENS IMAG	$	11.12
238207	06/16/2017	MIDWEST TAPE	$	9.99
238290	06/23/2017	BAY RADIOLOGY WOMENS IMAG	$	9.34
238292	06/23/2017	BAY RADIOLOGY WOMENS IMAG	$	9.34
238293	06/23/2017	BAY RADIOLOGY WOMENS IMAG	$	9.34
238226	06/16/2017	SON CO INC.	$	8.95
237814	06/02/2017	CDW GOVERNMENT, INC.	$	8.72
238625	06/30/2017	SPRINT	$	8.15
238479	06/23/2017	UNITED PARCEL SERVICE	$	6.77
238388	06/23/2017	JAMES, DEBORAH B	$	6.31
238135	06/16/2017	BRILLIANCE PUBLISHING INC	$	5.99
237960	06/09/2017	BAKER, DEMARIUS LATREL	$	3.78
238611	06/30/2017	PRESTIGE HEALTH CHOICE	$	3.40
237952	06/09/2017	AMERICAN MESSAGING	$	3.01
238125	06/16/2017	AT&T	$	3.00
238246	06/16/2017	WAGEWORKS INC	$	3.00
238382	06/23/2017	HUGHES, JESSICA A	$	2.62
238018	06/09/2017	GRUBAUGH, ALLEN W	$	1.70
235781	03/10/2017	PRESTIGE HEALTH CHOICE	$	(70.85)
		TOTAL BOARD OF COMMISSIONERS	**$**	**22,943,338.24**

PANAMA CITY BEACH CONVENTION
AND VISITORS BUREAU

PANAMA CITY BEACH CONVENTION AND VISITORS BUREAU
CHECK REGISTER - SORTED BY DOLLAR AMOUNT
JUNE 1, 2017 THROUGH JUNE 30, 2017

CHECK NUMBER	ISSUE DATE	VENDOR	TOTAL
18709	6/15/2017	Facebook, Inc.	$81,923.35
18740	6/29/2017	Facebook, Inc.	$81,681.67
18697	6/12/2017	Publishers Press	$34,713.61
DAJ000003761	6/8/2017	Paychex	$32,322.28
DAJ000003775	6/22/2017	Paychex	$31,983.44
18677	6/1/2017	Simpleview	$31,150.00
18716	6/15/2017	Luckie & Company, LLC	$29,800.00
18699	6/12/2017	R & M Entertainment, LLC	$28,083.51
18670	6/1/2017	Garden & Gun Magazine LLC	$25,000.00
18727	6/15/2017	Thunder Beach Productions	$25,000.00
18743	6/29/2017	Gulf Coast Horse Show & Musi	$25,000.00
18682	6/1/2017	Viant US, LLC	$23,934.92
18692	6/12/2017	Lou Hammond Group	$19,565.00
18684	6/1/2017	YuMe Inc.	$18,870.65
18734	6/22/2017	Simpleview	$18,000.00
DAJ000003778	6/13/2017	American Express	$17,563.04
18717	6/15/2017	Meltwater News US Inc.	$17,500.00
18683	6/1/2017	Yahoo, Inc.	$16,525.59
18704	6/15/2017	Florida Blue	$15,078.94
18675	6/1/2017	Pandora Media, Inc.	$14,739.03
18726	6/15/2017	Sports Facilities Management	$14,145.12
18737	6/22/2017	Yahoo, Inc.	$12,349.51
WIRE	6/30/2017	USAirtours Holidays Ltd	$9,700.00
18668	6/1/2017	CyBear Interactive	$9,333.34
18665	6/1/2017	Brand Networks, LLC	$9,197.89
18691	6/12/2017	Lisa Armbruster	$9,150.75
18747	6/29/2017	Visit Florida	$8,815.66
18666	6/1/2017	Coastal Communications	$8,400.00
18680	6/1/2017	TripAdvisor, LLC	$7,963.62
18679	6/1/2017	The Lamar Companies	$7,420.00
WIRE	6/6/2017	Gosh PR	$7,040.00
18724	6/15/2017	Press Print Graphics	$6,955.00
18698	6/12/2017	Purchase Power	$6,055.00
18721	6/15/2017	Panama City Beach Music Fest	$5,639.80
18733	6/22/2017	Harrison, Sale, McCloy	$5,489.25
18688	6/12/2017	Gatehouse Media Northwest Fl	$5,000.00
18705	6/15/2017	Daniel Bolden Racing	$5,000.00
18738	6/29/2017	Bay County Outdoors	$5,000.00
18695	6/12/2017	Panama City Beach Parks & Re	$4,547.50
18676	6/1/2017	Scenic Cable Network & Produ	$4,500.00

PANAMA CITY BEACH CONVENTION AND VISITORS BUREAU
CHECK REGISTER - SORTED BY DOLLAR AMOUNT
JUNE 1, 2017 THROUGH JUNE 30, 2017

CHECK NUMBER	ISSUE DATE	VENDOR	TOTAL
18686	6/12/2017	DSI Security Services	$4,415.10
18707	6/15/2017	Connect	$4,250.00
18744	6/29/2017	Lou Hammond Group	$4,235.54
DAJ000003762	6/8/2017	John Hancock USA	$4,113.40
DAJ000003776	6/22/2017	John Hancock USA	$4,086.06
18664	6/1/2017	Boomer Aviation, Inc.	$3,690.00
18713	6/15/2017	JBJ Productions, Inc.	$3,500.00
18669	6/1/2017	Florida Film Office, Inc.	$3,325.00
18742	6/29/2017	Florida Film Office, Inc.	$3,325.00
WIRE	6/16/2017	Lieb Management & Beteiligun	$2,900.00
WIRE	6/16/2017	Lieb Management & Beteiligun	$2,900.00
18701	6/15/2017	Anchor CEI, Inc.	$2,600.00
18702	6/15/2017	Beach Entertainment and Tale	$2,500.00
18673	6/1/2017	Lou Hammond Group	$1,895.92
18674	6/1/2017	Luckie & Company, LLC	$1,800.00
18660	6/1/2017	Adswerve, Inc.	$1,745.94
18728	6/15/2017	US Relay Corp	$1,609.00
18711	6/15/2017	Garment Gear, Inc.	$1,530.79
18700	6/12/2017	Tipton, Marler, Garner & Cha	$1,490.00
18696	6/12/2017	Press Print Graphics	$1,337.50
18720	6/15/2017	Panama City Beach Parks & Re	$1,300.00
18703	6/15/2017	Big Time Softball	$1,250.00
18729	6/15/2017	WCTV-TV	$1,020.00
18730	6/15/2017	Tom Mason & the Blue Buccane	$1,000.00
18685	6/12/2017	Destination Travel Network	$995.00
18736	6/22/2017	Tipton, Marler, Garner & Cha	$790.00
18710	6/15/2017	Florida Blue Group Ancillary	$789.39
18661	6/1/2017	Alabama Media Group	$750.00
18663	6/1/2017	Bay County Chamber of Commer	$593.00
18719	6/15/2017	Panama City Beach Chamber of	$575.00
18745	6/29/2017	Pelican Drones	$475.00
18746	6/29/2017	Snelling Personnel-Panama Ci	$405.00
18725	6/15/2017	Principal Financial Group	$364.92
18735	6/22/2017	The News Herald	$350.54
18678	6/1/2017	Snelling Personnel-Panama Ci	$345.00
18706	6/15/2017	Coastal Communications	$299.86
18671	6/1/2017	IEG, LLC	$299.00
18687	6/12/2017	Farmer's Marketing	$230.25
DAJ000003763	6/8/2017	HSA Bank	$200.00
DAJ000003777	6/22/2017	HSA Bank	$200.00

PANAMA CITY BEACH CONVENTION AND VISITORS BUREAU
CHECK REGISTER - SORTED BY DOLLAR AMOUNT
JUNE 1, 2017 THROUGH JUNE 30, 2017

CHECK NUMBER	ISSUE DATE	VENDOR	TOTAL
18681	6/1/2017	UPS Freight	$184.26
18693	6/12/2017	Old Republic Surety Group	$179.00
DAJ000003766	6/8/2017	Paychex	$165.01
DAJ000003773	6/22/2017	Paychex	$165.01
18739	6/29/2017	Comcast Cable	$164.53
18667	6/1/2017	Comcast Cable	$164.52
18731	6/22/2017	Billy Poteet	$149.80
DAJ000003765	6/1/2017	UPS	$145.38
18662	6/1/2017	Barrie Ainslie	$126.80
18690	6/12/2017	James M. Brown	$119.85
18718	6/15/2017	Mimi's Florist	$119.00
18732	6/22/2017	Community Coffee	$108.23
18722	6/15/2017	Pensacola Sports	$101.48
18723	6/15/2017	Phase V of Florida, LLC	$100.00
18715	6/15/2017	Lockard & Williams Insurance	$94.00
18712	6/15/2017	HealthiestYou	$90.00
18672	6/1/2017	Lockard & Williams Insurance	$82.00
18694	6/12/2017	Panama City Beach Chamber of	$79.00
18714	6/15/2017	Living Interiors of Bay Coun	$79.00
18689	6/12/2017	Gulf Power	$78.15
DAJ000003780	6/22/2017	UPS	$46.39
DAJ000003772	6/15/2017	UPS	$37.83
DAJ000003771	6/8/2017	UPS	$37.70
18708	6/15/2017	Credit Card Center	$33.20
18741	6/29/2017	FedEx	$21.05
		TOTAL PANAMA CITY BEACH CVB	**$812,289.87**

PANAMA CITY COMMUNITY
DEVELOPMENT COUNCIL

PANAMA CITY COMMUNITY DEVELOPMENT COUNCIL
CHECK REGISTER - SORTED BY DOLLAR AMOUNT
JUNE 1, 2017 THROUGH JUNE 30, 2017

CHECK NUMBER	ISSUE DATE	VENDOR	TOTAL
1681	06/08/2017	ROBIN MALPASS & ASSOCIATES INC	$49,275.61
1718	06/29/2017	ROBIN MALPASS & ASSOCIATES INC	$49,043.70
1692	06/15/2017	ROBIN MALPASS & ASSOCIATES INC	$20,671.52
1702	06/22/2017	ROBIN MALPASS & ASSOCIATES INC	$18,658.81
1684	06/08/2017	VISA	$5,600.23
1672	06/01/2017	PMCAT	$5,354.03
1680	06/08/2017	LOU HAMMOND & ASSOC	$5,000.00
1710	06/29/2017	BUSINESS PRESENTATION SERVICES INC	$3,582.49
1676	06/08/2017	CITY OF PANAMA CITY	$3,530.70
1670	06/01/2017	LEGISTIX SOLUTIONS LLC	$3,333.00
1674	06/01/2017	SUMMIT BANK	$2,214.45
1671	06/01/2017	PMCAT	$2,200.00
1716	06/29/2017	PMCAT	$2,200.00
1693	06/15/2017	SUMMIT BANK	$2,051.16
1719	06/29/2017	SUMMIT BANK	$1,973.22
1712	06/29/2017	GRAND LODGE KNIGHT OF PYTHIAS INC	$1,709.00
1668	06/01/2017	CITY OF PANAMA CITY	$1,642.08
1689	06/15/2017	CITY OF PANAMA CITY	$1,640.58
1667	06/01/2017	WHITEHEAD, ALYSIA, JASMIN	$1,072.46
1688	06/15/2017	WHITEHEAD, ALYSIA, JASMIN	$1,072.21
1666	06/01/2017	INFINGER, BRITTANY, ANNE	$1,058.43
1687	06/15/2017	INFINGER, BRITTANY, ANNE	$1,058.17
1694	06/15/2017	WOODHAM RENTALS & SALES	$885.43
1715	06/29/2017	LOU HAMMOND & ASSOC	$743.94
1678	06/08/2017	JENNIFER VIGIL	$701.57
1700	06/22/2017	JENNIFER PARRAMORE	$600.00
1699	06/22/2017	HALL SEPTIC TANK SERVICE INC	$550.96
1701	06/22/2017	MATTHEW NOBLES	$450.00
1707	06/22/2017	TIMOTHY GRAY	$450.00
1713	06/29/2017	GULF POWER CO	$420.59
1673	06/01/2017	RAYMOND JAMES & ASSOC INC	$413.47
1665	06/01/2017	FRANCO, ALEXIS, OWEN	$402.48
1686	06/15/2017	FRANCO, ALEXIS, OWEN	$402.48
1691	06/15/2017	RAYMOND JAMES & ASSOC INC	$363.47
1717	06/29/2017	RAYMOND JAMES & ASSOC INC	$363.47
1669	06/01/2017	EARTHSHINE CLEANING	$340.23
1695	06/15/2017	WOW|	$334.55
1696	06/22/2017	BROOKLYN SMITH	$300.00
1698	06/22/2017	FORREST JAMES	$300.00
1703	06/22/2017	RYAN LEDFORD	$300.00
1704	06/22/2017	SHANE WILLIAMS	$300.00
1706	06/22/2017	SYDNEY CLIFTON	$300.00

PANAMA CITY COMMUNITY DEVELOPMENT COUNCIL
CHECK REGISTER - SORTED BY DOLLAR AMOUNT
JUNE 1, 2017 THROUGH JUNE 30, 2017

CHECK NUMBER	ISSUE DATE	VENDOR	TOTAL
1709	06/29/2017	BRIANNA DENISE KING	$300.00
1714	06/29/2017	HONOR WORTHINGTON ALLEN	$300.00
1683	06/08/2017	VISA	$295.00
1682	06/08/2017	VERIZON WIRELESS	$271.06
1679	06/08/2017	KONICA MINOLTA INC	$263.13
1685	06/08/2017	WES CATRETT	$250.00
1697	06/22/2017	CONNIE GEORGE	$150.00
1705	06/22/2017	SUMMER LEACH	$150.00
1690	06/15/2017	CITY OF PC-WATER DEPT	$116.13
1708	06/29/2017	FRANCO, ALEXIS, OWEN	$107.67
1675	06/08/2017	BUFFALO ROCK CO	$79.20
1711	06/29/2017	CITY OF PANAMA CITY	$29.78
1677	06/08/2017	CULLIGAN BY WATERCO INC	$20.21
		TOTAL PANAMA CITY CDC	**$195,196.67**

MEXICO BEACH COMMUNITY DEVELOPMENT COUNCIL

MEXICO BEACH COMMUNITY DEVELOPMENT COUNCIL
CHECK REGISTER - SORTED BY DOLLAR AMOUNT
JUNE 1, 2017 THROUGH JUNE 30, 2017

CHECK NUMBER	ISSUE DATE	VENDOR		TOTAL
6374	06/08/2017	Cornerstone Marketing & Advertising	$	32,317.00
6381	06/15/2017	Florida Blue	$	2,279.10
EFT	06/15/2017	United States Treasury	$	1,814.56
6375	06/15/2017	Philadelphia Insurance Companies	$	1,561.00
6391	06/22/2017	Marks Insurance Agency, Inc	$	983.69
6380	06/15/2017	US relay	$	917.08
6371	06/08/2017	Roberson & Associates, PA	$	675.00
6373	06/08/2017	Chase Card Services	$	428.30
6389	06/22/2017	Fairpoint Communications	$	174.35
6376	06/15/2017	Verizon Wireless	$	115.92
6378	06/15/2017	Duke Energy	$	97.54
6390	06/22/2017	MCI	$	78.59
6388	06/22/2017	Mediacom	$	75.90
6383	06/15/2017	Florida Combined Life	$	71.48
6384	06/15/2017	Sandy's Stitches	$	52.50
6372	06/08/2017	Cathey's Ace Hardware	$	38.99
6379	06/15/2017	Sam's Club	$	34.80
6387	06/22/2017	Safetouch Security Systems	$	29.32
6386	06/22/2017	Melissa A. Williams	$	26.22
6382	06/15/2017	HY Holdings INC	$	12.00
6377	06/15/2017	Culligan Water Service	$	8.00
		TOTAL MEXICO BEACH CDC	**$**	**41,791.34**

BILL KINSAUL
CLERK OF COURT
& COMPTROLLER
BAY COUNTY

RECEIVED
BAY COUNTY COMMISSION
COUNTY MANAGERS OFFICE
JUL 05 2017

TO: Board of County Commissioners

FROM: Bill Kinsaul, Clerk of Court & Comptroller

DATE: July 3, 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
Road Department Van P863 Property No. 13468-0	Item is obsolete and/or non-functional.
Fire Services Storage Shed Property No. 14864-0	Item is obsolete and/or non-functional.
Emergency Medical Services Truck EMS1 Property No. 56123	Vehicle totaled in accident.
Property Appraiser Plotter Property No. 13578-0	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

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

002 1

ORIGINAL

BAY COUNTY BOCC
ACQUISITION, DISPOSITION AND TRANSFER FORM

TO: Board of County Commissioners

FROM: Roads & Bridges (Department)

Date: 6/13/17

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
Chevy G-3500 Van	13468-0	Chevy G-3500 Van 1999
TAG NUMBER	**COUNTY ID NUMBER (Assigned by Purchasing)**	**MFG ID NUMBER / VIN**
164547	P-863	1GAHG39R4X1129115
Other Description: GVW: 35,000 lb		

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: Bone Yard

Transferred ____ Sold ____ Scrapped ____

Traded ____ Trade-in Realized $

Value on Records: $

Reason for Disposal: Age / mileage

Amount Realized (if sold) $

Date: _____

Remarks: Replaced with P-864 po20170247 Apr 2017

Signed D.H.

David Tharp, Mgr R&B Dept 6/19/17

Title

Signed _____

Title _____

Insured Date: _____ By: _____

Rev 021612

6617

BAY COUNTY BOCC
ACQUISITION, DISPOSITION AND TRANSFER FORM

TO: Board of County Commissioners

FROM: Fire Services (Department)

Date: 6-21-17

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
Storage Shed	54974 14864-0	Bestway Portable Buildings 2001
TAG NUMBER	**COUNTY ID NUMBER (Assigned by Purchasing)**	**MFG ID NUMBER / VIN**
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 $

Effective Date:

DISPOSITION ☒ ☐ Not Applicable

TRANSFER ☐

To: Scrapped

Transferred ____ Sold ____ Scrapped X

Traded ____ Trade-in Realized $

Value on Records: $ 1995.00

Reason for Disposal: Roof and water damage, wood rot, mold and mildew.

Not financially feasible to repair.

Amount Realized (if sold) $

Effective Date: 6-21-17

Remarks: _____

Signed _____ **Signed** _____

Title Mark Bowen, Chief of Emergency Services **Title** _____

Insured Date: _____ By: _____

ORIGINAL

BAY COUNTY BOCC
ACQUISITION, DISPOSITION AND TRANSFER FORM

TO: Board of County Commissioners

FROM: EMS (Department) Date: 6-14-17

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
EMS – Response Vehicle	56123	2000/FORD/F250/Pickup
TAG NUMBER	**COUNTY ID NUMBER (Assigned by Purchasing)**	**MFG ID NUMBER / VIN**
221048	EMS 1	1FTNX21L2YEB22301
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 $

Effective Date:

DISPOSITION ☒ ☐ Not Applicable

TRANSFER ☐

To: Glatfelter Claims Management

Transferred X Sold ____ Scrapped ____

Traded ____ Trade-in Realized $

Value on Records: _____

Reason for Disposal: Wrecked – Insurance

Claim - $6300 (Radios are being recovered)

Amount Realized (if sold) $

Effective Date: ~~6-14-17~~ 5-11-2017

Date of Loss

Remarks: _____

Signed Wendi Sellers **Signed** J Tooley

Title Purchasing Director **Title** Risk Manager

Insured Date: _____ By: _____

Risk Management

0017

BAY COUNTY BOCC
ACQUISITION AND DISPOSITION FORM

TO: Board of County Commissioners

FROM: Bay County Property Appraiser
(Department)

Date: 06-15-2017

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
Hewlett Packard Plotter	13578 50499	Hewlett Packard
MODEL	**YEAR**	**MFG ID NUMBER**
Design Jet, C6075A	1999	ESA9314049
Other Description:		

Acquisition or Disposition Data

ACQUIRED:

P.O. # _____ Improvement _____
Date Acquired: _____
Vendor Name: _____
Check No.: _____
Purchase Price: _____
Freight: _____
Installation: _____
Improvements: _____
Total Cost

DISPOSED OF:

To: Storage
Transferred ____ Sold ____ Junked XX
Traded ____ Trade-in Realized $
Value on Records: $
Reason for Disposal: Obsolete. Out of Order.
Cannot repair.

Amount Realized (if sold) $
Date: _____

Remarks: Out of service. Obsolete. Cannot be repaired. Junk Hardware.
Purchased.

Signed Dale Hartzog
Title Director of Technology
6/15/17

Signed _____
Title _____
Insured Date _____

BILL KINSAUL
CLERK OF COURT
& COMPTROLLER
BAY COUNTY

RECEIVED
BAY COUNTY COMMISSION
COUNTY MANAGERS OFFICE

JUN 20 2017

June 16, 2017

Board of County Commissioners
Bay County, Florida

Commissioners:

Attached you will find a summary of 2016/2017 Revenues and Expenditures through June 15, 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 June 15, 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	98,619,877	81,422,840	83%	15,637,984	5,358	0%	114,257,861	70,312,788	62%	11,115,410
101	Transportation	31,196,387	8,179,462	26%	19,162,280	7,068,980	37%	50,358,667	24,785,572	49%	(9,537,130)
102	.5% Infrastructure Surtax	8,407,525	2,543,448	30%	-	-	0%	8,407,525	95,316	1%	2,448,132
111	Road Impact-Beach/Airport	-	707	0%	190,521		0%	190,521	-	0%	707
112	Road Impact-East Bay County	-	1,153	0%	310,608		0%	310,608	-	0%	1,153
113	Road Impact-Panama City	-	99	0%	26,592		0%	26,592	-	0%	99
114	Road Impact-Southport/Sandhills	-	799	0%	215,234		0%	215,234	-	0%	799
118	Transit	4,970,434	2,299,257	46%	-		0%	4,970,434	2,388,092	48%	(88,835)
120	Library	1,044,653	1,032,747	99%	2,170,377	100,000	5%	3,215,030	2,059,307	64%	(926,560)
125	Tourist Development	10,050,000	4,073,691	41%	4,703,754		0%	14,753,754	11,010,549	75%	(6,936,857)
126	Mexico Beach - TDC	549,350	269,466	49%	26,523		0%	575,873	442,884	77%	(173,419)
127	Beach Nourishment - TDC	3,447,395	1,481,435	43%	32,360,910		0%	35,808,305	14,067,774	39%	(12,586,338)
128	TDC - 5th Cent	3,350,000	1,374,902	41%	4,469,803		0%	7,819,803	47,533	1%	1,327,369
129	Panama City - TDT	1,500,000	720,273	48%	1,261,911		0%	2,761,911	1,283,537	46%	(563,264)
130	Public Safety E911	815,215	394,296	48%	1,000,000		0%	1,815,215	395,208	22%	(911)
133	Intergov't Radio Communication	465,790	336,547	72%	484,299	42,150	9%	950,089	331,206	35%	47,490
140	District Mosquito Control	1,236,326	1,200,491	97%	136,273		0%	1,372,599	919,766	67%	280,725
145	MSTU-Fire Protection	8,066,919	7,461,100	92%	1,000,000		0%	9,066,919	5,832,863	64%	1,628,237
167	MSBU Fund	44,840	15,523	35%	25,000	-	0%	69,840	32,429	46%	(16,906)
401	Water Sys Revenue Fund	16,780,409	10,626,221	63%	21,014,015	3,206,134	15%	37,794,424	7,403,391	20%	6,428,964
420	Retail Water & Wastewater	12,282,035	8,293,466	68%	2,197,542	-	0%	14,479,577	5,969,904	41%	2,323,561
430	Solid Waste Fund	12,120,317	7,430,509	61%	3,089,430		0%	15,209,747	9,417,655	62%	(1,987,146)
440	Builders' Services	981,400	793,857	81%	3,800,000		0%	4,781,400	1,045,154	22%	(251,297)
450	Emerg Medical Svcs	6,840,892	9,109,114	133%	814,462		0%	7,655,354	5,046,994	66%	4,062,119
501	Internal Service Fund	4,404,028	2,207,177	50%	170,787		0%	4,574,815	2,852,932	62%	(645,754)
505	Workers' Compensation	1,204,381	608,227	51%	30,529		0%	1,234,910	570,424	46%	37,802
506	Insurance Fund	3,092,491	1,549,697	50%	47,890		0%	3,140,381	2,358,853	75%	(809,155)
510	Utilities	1,518,531	796,513	52%	-		0%	1,518,531	882,375	58%	(85,863)
	Revenue Sub Total	232,989,195	154,223,015	66%	114,346,724	10,422,623	9%				
	Combined Revenue & Expenditures	**347,335,919**	**164,645,638**	**47%**				**347,335,919**	**169,552,505**	**49%**	**(4,906,867)**

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

BILL KINSAUL
CLERK OF COURT
& COMPTROLLER
BAY COUNTY

RECEIVED
BAY COUNTY COMMISSION
COUNTY MANAGERS OFFICE

JUL 03 2017

June 30, 2017

Board of County Commissioners
Bay County, Florida

Commissioners:

Attached you will find a summary of 2016/2017 Revenues and Expenditures through June 29, 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 June 29, 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	98,619,877	85,808,891	87%	15,637,984	6,115	0%	114,257,861	74,149,679	65%	11,665,327
101	Transportation	31,196,387	9,960,008	32%	19,162,280	7,068,980	37%	50,358,667	25,204,868	50%	(8,175,879)
102	.5% Infrastructure Surtax	8,407,525	3,487,638	41%	-	-	0%	8,407,525	304,529	4%	3,183,109
111	Road Impact-Beach/Airport	-	707	0%	190,521		0%	190,521	-	0%	707
112	Road Impact-East Bay County	-	1,153	0%	310,608		0%	310,608	-	0%	1,153
113	Road Impact-Panama City	-	99	0%	26,592		0%	26,592	-	0%	99
114	Road Impact-Southport/Sandhills	-	799	0%	215,234		0%	215,234	-	0%	799
118	Transit	4,970,434	2,397,619	48%	-		0%	4,970,434	2,435,954	49%	(38,335)
120	Library	1,044,653	1,039,118	99%	2,170,377	100,000	5%	3,215,030	2,148,090	67%	(1,008,972)
125	Tourist Development	10,050,000	5,173,292	51%	4,703,754		0%	14,753,754	11,447,227	78%	(6,273,934)
126	Mexico Beach - TDC	549,350	326,603	59%	26,523		0%	575,873	454,255	79%	(127,652)
127	Beach Nourishment - TDC	3,447,395	1,847,969	54%	32,360,910		0%	35,808,305	14,068,199	39%	(12,220,230)
128	TDC - 5th Cent	3,350,000	1,741,435	52%	4,469,803		0%	7,819,803	47,533	1%	1,693,903
129	Panama City - TDT	1,500,000	874,016	58%	1,261,911		0%	2,761,911	1,381,126	50%	(507,110)
130	Public Safety E911	815,215	463,180	57%	1,000,000		0%	1,815,215	412,895	23%	50,285
133	Intergov't Radio Communication	465,790	336,747	72%	484,299	42,150	9%	950,089	340,266	36%	38,631
140	District Mosquito Control	1,236,326	1,258,951	102%	136,273		0%	1,372,599	946,806	69%	312,145
145	MSTU-Fire Protection	8,066,919	7,838,653	97%	1,000,000		0%	9,066,919	6,075,177	67%	1,763,475
167	MSBU Fund	44,840	16,078	36%	25,000	-	0%	69,840	32,429	46%	(16,351)
401	Water Sys Revenue Fund	16,780,409	10,684,110	64%	21,014,015		0%	37,794,424	7,402,494	20%	3,281,616
420	Retail Water & Wastewater	12,282,035	8,899,240	72%	2,197,542	-	0%	14,479,577	6,125,161	42%	2,774,079
430	Solid Waste Fund	12,120,317	8,745,198	72%	3,089,430		0%	15,209,747	9,823,908	65%	(1,078,709)
440	Builders' Services	981,400	852,792	87%	3,800,000		0%	4,781,400	1,091,442	23%	(238,650)
450	Emerg Medical Svcs	6,840,892	9,674,391	141%	814,462		0%	7,655,354	5,242,781	68%	4,431,610
501	Internal Service Fund	4,404,028	2,400,184	54%	170,787		0%	4,574,815	2,988,368	65%	(588,184)
505	Workers' Compensation	1,204,381	608,227	51%	30,529		0%	1,234,910	583,862	47%	24,365
506	Insurance Fund	3,092,491	1,574,580	51%	47,890		0%	3,140,381	3,135,242	100%	(1,560,662)
510	Utilities	1,518,531	885,680	58%	-		0%	1,518,531	923,807	61%	(38,126)
	Revenue Sub Total	232,989,195	166,897,359	72%	114,346,724	7,217,245	6%				
	Combined Revenue & Expenditures	**347,335,919**	**174,114,604**	**50%**				**347,335,919**	**176,766,096**	**51%**	**(2,651,492)**

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

Bay County Board of County Commissioners
Agenda Item Summary

EMS Lease Agreement with Lynn Haven

DEPARTMENT MAKING REQUEST/NAME:
Office of the County Attorney Jennifer Shuler

MEETING DATE: 7/18/2017

REQUESTED MOTION/ACTION:
Board to approve a lease agreement with the City of Lynn Haven for an EMS substation and authorize the Chairman to sign the lease.

AGENDA
County Attorney - Consent

BUDGETED ITEM? No
BUDGET ACTION:
Funds will need to be moved to accommodate the renovation expenditure budget.
FINANCIAL IMPACT SUMMARY STATEMENT:
Some of the renovation expenditures can be offset with savings from not having to pay utilities at the Lynn Haven fire station.

BACKGROUND:
Currently, Lynn Haven leases space to Bay County EMS for a substation in the old Bay Medical Clinic. The City needs the current leased space for other uses and has offered to allow EMS to have a substation in the Lynn Haven fire station. This lease would allow EMS to house a two person crew and an ambulance at the Lynn Haven fire station rent-free in exchange for the County paying up to $20,000 towards renovations in order to accommodate the substation.

Staff recommends that the Board of County Commissioners approve the attached lease (Exhibit A) with the City of Lynn Haven and authorize the Chairman to sign it.

ATTACHMENTS:

Description	Type
Exhibit A	Cover Memo

LEASE AGREEMENT
BETWEEN
BAY COUNTY BOARD OF COUNTY COMMISSIONERS
AND
CITY OF LYNN HAVEN COMMISSION

THIS LEASE is made and entered this ____ day of _____, 2017, by and between the **CITY OF LYNN HAVEN, FLORIDA**, as Lessor (the "City") and **BAY COUNTY, FLORIDA**, as Lessee (the "County").

WHEREAS, the City owns a fire station located at 1412 Pennsylvania Avenue and has agreed to allow the County to use a portion of the fire station and parking lot for an Emergency Medical Services (EMS) substation; and

WHEREAS, the City agrees to allow a two-person EMS crew and one ambulance to occupy the fire station rent free and, in return, the County agrees to reimburse the City for renovations to the fire station that are necessary to accommodate the EMS substation.

NOW THEREFORE, in consideration of the mutual benefits of this Lease, the parties agree to the following terms and conditions:

1. **Term**. This Lease shall be for a term of one year beginning on the date of this Lease and shall automatically renew for additional one-year terms unless terminated as provided herein.

2. **Rent**. The City agrees to allow the County EMS substation to occupy its fire station rent-free. However, the County agrees to pay for renovations to the fire station in order to accommodate the EMS substation in an amount not to exceed Twenty Thousand Dollars ($20,000.00), which amount shall become due and payable once the County moves into the fire station. The City agrees to pay all utilities for the fire station and leased area including gas and electricity, as well as water, sewer and garbage.

3. **Use**. The premises shall be available for use by the County for an EMS substation, which includes staging an ambulance and EMS crew 24 hours a day, 7 days a week.

4. **Default**. If at any time during the term of this Lease the County or the City determines that the other is in breach of the 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 thirty (30) days of the breaching party's receipt of the notice. If the alleged breach continues after the cure period, the County and City shall have the right to terminate the Lease upon giving ninety (90) days prior written notice to the other party.

5. **Termination**. This Agreement may be terminated at any time by either party upon one hundred eighty (180) days prior written notice.

6. **Assignment and Subletting**. The County shall not assign this Lease or sublet any portion of the EMS substation without obtaining the City's written consent.

7. **Maintenance and Repairs**. The County shall at all times maintain the EMS substation in a clean, neat and sanitary condition in accordance with all applicable laws and consistent with the expectations of the Lynn Haven Fire Chief.

8. **Modifications**. The County shall not modify the leased premises or construct any improvements therein without the prior written consent of the City, which shall not be unreasonably withheld. All fixtures, improvements, equipment and personal property that is constructed by or belongs to the County for use by the EMS substation shall remain the property of the County and may be removed upon termination of the Lease, provided there is no damage to the fire station or only inconsequential damage caused by the removal which shall be repaired by the County.

9. **Insurance.** The County shall maintain, at its own expense, liability and property insurance to cover the EMS substation and its equipment.

10. **Hold Harmless**. The County shall hold the City harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use of the leased area arising out of this Lease, unless the claims are a result of the City's negligence. The parties agree that his clause shall not waive the benefits or provisions of Fla. Stat. 768.28 or any similar provisions of law.

11. **Notices**. Any notice, which either party may or is required to give, shall be in writing and shall be deemed sufficient if sent by United States certified mail, return receipt requested, or by hand delivery to the following:

City of Lynn Haven
Att: City Manager
825 Ohio Avenue
Lynn Haven, FL 32444

Bay County
Att: County Manager
840 W.11th St.
Panama City, FL 32401

12. **Governing Law and Venue**. This Lease shall be governed by Florida law and the parties agree that Bay County, Florida is the proper venue for any litigation regarding this agreement.

13. **Severability**. In the event any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Lease but shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

14. **Entire Agreement**. The terms and conditions of this Lease are the entire agreement and understanding of the parties. No change in the terms of this Lease shall be valid unless the change is in writing and signed by authorized representatives of both the City and County.

IN WITNESS WHEREOF, the City and County have caused this Lease to be executed as of the day and year first above written.

CITY OF LYNN HAVEN, FLORIDA**,**

By: _____
Margo Anderson, Mayor

ATTEST:

_____
Charlene Messer, City Clerk

Approved as to form:

_____
City Attorney

BAY COUNTY, FLORIDA, by its
Board of County Commissioners

By: _____
William T. Dozier, Chairman

ATTEST:

_____
Bill Kinsaul, Clerk

Approved as to form:

_____
Office of County Attorney

Bay County Board of County Commissioners
Agenda Item Summary

Waste to Energy Power Purchase Agreement

DEPARTMENT MAKING REQUEST/NAME:
General Services Department Don Murray, Director

MEETING DATE: 7/18/2017

REQUESTED MOTION/ACTION:
Board: 1) Approve the Power Purchase Agreement with Gulf Power; and, 2) Authorize the Chairman to sign the contract.

AGENDA
General Services - Consent

BUDGETED ITEM? No
BUDGET ACTION:
A budget amendment will be needed for FY 2017 if approved. The FY 2018 budget will be adjusted if necessary.
FINANCIAL IMPACT SUMMARY STATEMENT:
This will impact the Solid Waste fund. Other revenue streams could potentially offset this reduction in rate.

BACKGROUND:
On July 1, 2014 the Board entered a three-year Power Purchase Agreement for renewable energy between Gulf Power Company and Bay County. That contract provided a payment of $34.56 per MWH for renewable energy generated by the Waste to Energy facility. Bay County staff and Gulf Power Company have been in negotiations since November 2016 and have agreed to a six year PPA that will coincide with the annual down payment of the debt service on the WTE facility. The contract provides a payment of $30.59 per MWH which is lower than the current rate but with current low fuel prices the average daily available rate is $27.71 per MWH.

ATTACHMENTS:

Description	Type
PPA	Exhibit

NEGOTIATED CONTRACT FOR PURCHASE OF RENEWABLE ENERGY BETWEEN GULF POWER COMPANY AND BAY COUNTY, FLORIDA

THIS AGREEMENT is made and entered into by and between the Board of County Commissioners of Bay County, Florida, hereinafter referred to as the "County"; and Gulf Power Company, a corporation, hereinafter referred to as the "Company". The County and the Company shall collectively be referred to herein as the "Parties".

WITNESSETH:

WHEREAS, the County owns a renewable energy facility located in Panama City, Florida that produces electrical energy from a Renewable Generating Facility as defined in Florida Public Service Commission (FPSC) Rule 25-17.210(1), Florida Administrative Code (F.A.C.) (the "County's facility"); and

WHEREAS, the County desires to sell, and the Company desires to purchase, electricity to be generated by the County's facility, such sale and purchase to be consistent with applicable sections of Florida Public Service Commission (FPSC) Rules 25-17.080 through 25-17.310, F.A.C.; and

WHEREAS, the County's facility, in accordance with Rule 25-17.087, F.A.C., is currently interconnected with the Company and the County has entered into an interconnection agreement with the Company, attached hereto as Appendix A; and

WHEREAS, the County's facility is a governmental solid waste facility, pursuant to FPSC Rule 25-17.091, F.A.C., which produces electricity from a renewable energy resource as defined in Section 366.91, Florida Statutes;

NOW THEREFORE, for mutual consideration the Parties agree as follows:

1. Facility

The County has installed and is operating a facility comprised in whole or in part of the following generator units located at the following address:

6510 Bay Line Drive, Panama City, FL 32404

Unit	Description (Type)	Initial In-Service Date	KVA Nameplate Rating	KW Output Rating	Fuel Source Primary	Fuel Source Secondary
TG	Westingthouse-Canada	04/23/1987	15,075	13,650	MSW	Nat Gas

The County's facility, whether comprised in whole or in part of the generator units set forth above, is designed to produce a maximum of 13,650 kilowatts (KW) of electric power at an 85% power factor. The County's facility may be upgraded during the Term hereof to produce as much as 13,650 KW of electric power at 85% power factor.

2. Required Regulatory Approval and Commencement Date

This Agreement shall be effective when executed by both Parties and shall continue throughout the Term hereof, as defined in Paragraph 4 below. The Company shall begin purchasing all of the Net Generation (as defined below) pursuant to the terms hereof as of the hour ending 1:00 A.M. prevailing Central time on July 23, 2017 ("Commencement Date"). The Company shall use its reasonable efforts to obtain Florida Public Service Commission (FPSC) Approval of this Agreement and target a filing for Approval as soon as reasonably practicable after execution of this Agreement. For purposes of this section, the terms "Approve" and "Approval" mean approval of this Agreement by the FPSC through the issuance of a final, non-appealable order without qualifications or conditions. The County shall use its reasonable efforts to support the Company's petition for Approval of the Agreement. If the FPSC does not Approve this Agreement in the time period set forth below or FPSC Approval is granted, but such Approval is not retroactive to the Commencement Date, the price for all energy delivered pursuant to this Agreement for the period beginning on the Commencement Date and continuing to either the date of the FPSC Approval/denial or termination by either party pursuant to this paragraph shall be the Company's "As-Available Energy Cost" (as defined by Florida law). In the event that the actual energy price paid by the Company was greater than the Company's "As-Available Energy Cost", the County shall pay the Company the difference between the actual amounts paid and the Company's "As-Available Energy Cost" Likewise, if the actual energy price paid by the Company was

less than the Company's “As-Available Energy Cost”, the Company shall pay the County the difference between the actual amounts paid and the Company’s “As-Available Energy Cost”. If, after 300 days from the filing date by the Company of the petition with the FPSC for Approval of this Agreement, the FPSC has not Approved this Agreement, then either Party may terminate this Agreement upon written notice to the other Party, provided that such notice is delivered to such other Party no later than thirty (30) Days after the 300 Days from the FPSC filing date. If such Party fails to exercise the aforementioned termination right within such thirty (30) Day period, then such Party shall be deemed to have waived such termination right. If the FPSC’s Approval is not obtained as contemplated herein, and neither Party terminates the Agreement within the 30-day timeframe above, then the Agreement will continue in effect for the remaining portion of the Term except that the Company shall pay the County the Company’s “As-Available Energy Cost” (as defined by Florida law) for the Net Generation delivered from the County’s facility and purchased by the Company during the remaining term of the Agreement, regardless of whether the Company’s As-Available Energy Cost is greater than or less than the Contract Price.

3. Sale of Electricity by the County

The Company agrees to purchase all net electrical energy generated at the County’s facility and delivered to the Company by the County’s facility. The electricity delivered to the Company shall be net of the County facility’s station service load. Therefore the billing will be based on Gross Generation less Station Service Load (“Net Generation”). The Company will be the exclusive purchaser of all Net Generation from the County’s facility during the term of this Agreement. The billing arrangement will not be changed during the term of the Agreement. The County will use commercially reasonable efforts to maximize the Net Generation, consistent with its waste disposal obligations, operational considerations, and good engineering and utility practices.

4. Payment for Electricity Produced by the County’s Facility

The Company agrees to pay the County for the Net Generation on the basis that such Net Generation is “as-available energy” as defined in Rule 25-17.0825(1), Florida Administrative Code. The rates for purchase and sale of energy pursuant to this agreement shall be for a term of six (6) years beginning on the Commencement Date (the

"Term") with rates fixed at Thirty Dollars and Fifty-nine Cents per Megawatt-hour ($30.59) (the "Contract Price") for the entire Term. The Net Generation shall be measured to the nearest whole kilowatt-hour.

5. Metering Requirements

The metering equipment currently existing at the County's facility will remain in place during the Term of this Agreement. Unless special circumstances warrant, meters shall be read at monthly intervals on the approximate corresponding day of each meter reading period.

6. Electricity Production

During the Term of this Agreement, the County agrees to:

(a) Adjust reactive power flow in the interconnection so as to remain within the range of 85% leading to 85% lagging power factor during normal operations, provided that the County will use commercially reasonable efforts to adjust reactive power flow within the above values during start-up and shut-down, but the County will not be deemed to be in violation of this obligation if reactive power flow falls outside the specified range during start-up or shut-down;

(b) Provide the Company, prior to October 1 of each calendar year (January through December), an estimate including the time, duration and magnitude of any planned outages or reductions in generation for the following calendar year; and

(c) Promptly notify the Company of any forced or unplanned outages that occur which would impact the County facility's ability to generate at rated load for periods longer than three (3) days.

7. Default

The County shall be in default under this Agreement if the County fails to perform its material obligations under the Agreement, except to the extent that such failure to perform is the result of a force majeure event as defined below, or to the extent that such failure is cause by the wrongful actions of the Company. In the event that a default occurs, the Company shall notify the County of the default and the County shall have sixty (60) days (or such other amount of time as agreed upon by the parties in writing) to remedy

the default. In the event that the default is not cured within the specified timeframe, the Company may terminate the Agreement. The Company's obligation to pay for the Net Generation delivered from the County's facility shall continue throughout the timeframe allotted to the County to cure the default, after which time, the Company's obligations under this Agreement, including the obligation to pay for the Net Generation, shall terminate entirely, provided, however, that the Company's obligations, if any, to purchase the output of the County's facility pursuant to applicable rules of the Federal Energy Regulatory Commission or the FPSC shall not be terminated.

8. General Provisions

8.1 Permits. The County hereby agrees to seek to obtain any and all governmental permits, certifications, or other authority the County is required to obtain as a prerequisite to engaging in the activities provided for in this Agreement. The Company hereby agrees to seek to obtain any and all governmental permits, certifications or other authority the Company is required to obtain as a prerequisite to engaging in the activities provided for in this Agreement. To the extent that any governmental or other agency is entitled by law to require that certificates for emission allowances to cover any emissions of the County's facility produced in connection with the Net Generation of electricity sold to the Company during the term of this Agreement, it shall be the sole obligation of the County to procure and surrender said certificates to the appropriate governmental or other agency.

8.2 Taxes or Assessments. It is the intent of the Parties under this provision that the County hold the Company and its general body of ratepayers harmless from the effects of any additional taxes, assessments or other impositions that arise as a result of the purchase of energy from the County's facility by the Company. In the event the Company becomes liable for additional taxes, assessments or imposition arising out of its transaction with the County under either this Agreement or any related interconnection agreement or due to changes in laws affecting the Company's purchases of energy from the County's facility occurring after the execution of this Agreement, the Company at its discretion may bill the County monthly for such additional expenses or may offset them against amounts due the County from the Company. It is also the intent of the Parties under this provision that the County hold the Company and its general body of

ratepayers harmless from the effects of any additional taxes, assessments or other impositions that arise as a result of the generation and/or sale of energy by the County's facility. During the Term, the County shall be responsible for any and all taxes, assessments or other impositions that arise as a result of the generation or sale of energy from the County's facility, including but not limited to emission allowance expenses, permitting expenses and governmentally-imposed environmental compliance costs regardless of when such taxes, assessments or impositions become effective.

8.3 Force Majeure. If either party shall be unable, by reason of force majeure, to carry out its obligations under this Agreement, either wholly or in part, the party suffering such inability to perform shall give written notice and full particulars of such cause or causes to the other party as soon as possible after the occurrence of any such cause; and such obligations shall be suspended during the continuance of such hindrance which, however, shall be extended for such period as may be necessary for the purpose of making good any suspension so caused. The term "force majeure" shall be taken to mean acts of God, strikes, lockouts or other industrial disturbances, wars, blockades, insurrections, riots, arrests and restraints of rules and people, environmental constraints lawfully imposed by federal, state or local government bodies, explosions, fires, floods, lightning, wind, perils of the sea, and similar events and occurrences beyond the control of the Party claiming that a force majeure event has occurred, provided, however, that no occurrence may be claimed to be a force majeure occurrence if it is caused by the negligence or lack of due diligence on the part of the party attempting to make such claim or any of such party's agents or contractors.

8.4 Assignment. The County shall have the right to assign its benefits under this Agreement, but the County shall not have the right to assign its obligations and duties without the Company's prior written approval, which shall not be unreasonably withheld or delayed.

8.5 Disclaimer/Third Party Beneficiaries. In executing this Agreement, the Company does not, nor should it be construed, to extend its credit or financial support for the benefit of any third parties lending money to or having other transactions with the County or any assignee of this Agreement. This Agreement is solely for the benefit of the

formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto.

8.6 Notification. For purposes of making any and all non-emergency oral and written notices, payments or the like required under the provisions of this Agreement, the Parties designate the following to be notified or to whom payment shall be sent until such time as either party furnishes the other party written instructions to contact another individual.

For County:
Don Murray
General Services Director
Bay County
8110 John Pitts Road
Panama City, Florida 32409

For Company:
Sybelle Fitzgerald
Generation Resource Planning Mgr.
Gulf Power Company
One Energy Place
Pensacola FL 32520-0335

8.7 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

8.8 Severability. If any part of this Agreement, for any reason, shall be declared invalid, or unenforceable by a public authority of appropriate jurisdiction, then such decision shall not affect the validity of the remainder of the Agreement, which remainder shall remain in force and effect as if this Agreement had been executed without the invalid or unenforceable portion, provided that, if the severance of any provision from the Agreement shall result in a material change in the economic bargain embodied in the Agreement, the Parties agree to negotiate in good faith toward an equitable resolution that preserves, to the extent legally possible, the original economic bargain embodied in the Agreement.

8.9 Complete Agreement and Amendments. This Agreement sets forth the complete and entire agreement of the Parties with respect to the subject matter hereof, and all previous communications, understandings, undertakings, or agreements between the Parties, whether verbal or written, with reference to the subject matter of this Agreement are hereby superseded, provided, however, that the interconnection agreement between the County and the Company relating to the electrical interconnection of the County's facility to the Company's system shall remain in full force and effect No amendment or modification to this Agreement shall be binding unless it shall be set forth

in writing and duly executed by both Parties to this Agreement and, if and to the extent required and subject to provisions of Paragraph 2 above, approved by the FPSC.

8.10 Survival of Agreement. This Agreement, as may be amended from time to time, shall be binding and inure to the benefit of the Parties' respective successors-in-interest and legal representatives.

9. Environmental Interests

The Company will be entitled to receive, at no additional cost, one hundred percent (100%) of all Renewable Energy Certificates, Green Tags, carbon credits or allowances, or other tradable environmental interests, if any, which result from electrical energy generated at the County's facility during the term of this Agreement. Details regarding the delivery of such interests to the Company will be mutually agreed upon by the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers.

ATTEST:

GULF POWER COMPANY

BY _____
Vice President

_____
ASST. Secretary

TITLE _____

_____

DATE _____

ATTEST:

COUNTY

BY _____

_____
Witness as to County

TITLE _____
Official Capacity

_____
Witness as to County

DATE _____

Bay County Board of County Commissioners
Agenda Item Summary

CareerSource Gulf Coast Workforce Board Appointments

DEPARTMENT MAKING REQUEST/NAME:
CareerSource Gulf Coast Kimberly Bodine, Executive Director

MEETING DATE: 7/18/2017

REQUESTED MOTION/ACTION:
Board to accept recommendation to confirm the appointment and reappointments of various members to the Gulf Coast Workforce Board dba CareerSource Gulf Coast Board.

AGENDA
Outside Agencies - Consent

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

BACKGROUND:
The CareerSource Gulf Coast Workforce Board represents Bay, Gulf, and Franklin Counties and offers a variety of services including occupational skills training, remediation, youth competency training, and on-the-job training. The program is administered by Gulf Coast State College.

The Bay Economic Development Alliance respectfully requests (**Exhibit 1**) the Bay County Board of County Commissioners to confirm the appointment of Becca Hardin as a Economic Development representative beginning May 1, 2017 for a term of three years. The Bay Economic Development Alliance further requests the re-appointments (**Exhibit 2**) of the following seats for a three year term beginning July 1, 2017.

Dr. John Holdnak	Gulf Coast State College
Roderick Pearson	Vocational Rehabilitation
Fred Croon	Central Labor Council-Panama City Chapter
Stephen Jordan	Central Labor Council-Panama City Chapter
John Deegins	Community Organization representing Veterans

ATTACHMENTS:

Description	Type
CareerSource Gulf Coast Workforce Board Appointments Exhibit 1	Exhibit
CareerSource Gulf Coast Workforce Board Appointment Exhibit 2	Exhibit

Bay EDA
ECONOMIC DEVELOPMENT
ALLIANCE

May 4, 2017

Commissioner William T. Dozier
Chairman
Bay County Board of Commissioners
840 West 11th Street
Panama City, FL 32401

Re: **Request for Appointment of Becca Hardin to the CareerSource Gulf Coast Board**

Dear Commissioner Dozier:

The Bay Economic Development Alliance (EDA) respectfully requests that the Bay County Board of Commissioners appoints Mrs. Becca Hardin to the CareerSource Gulf Coast Board in Bay County, for a three-year term, representing economic development interests, beginning May 1, 2017. Mrs. Hardin is employed by Bay County Economic Development Alliance, in Panama City. She meets the criteria for membership required by state and federal law.

The EDA is grateful for its partnership with CareerSource Gulf Coast, and feels that Mrs. Hardin will be a valuable asset to the organization. We look forward to working with her in the CareerSource Gulf Coast's future endeavors.

Thank you for your consideration and please let me know if there are any questions.

Sincerely,

Wayne Stubbs
Chairman

cc: Bob Majka
Kim Bodine

5230 W. Highway 98 | Panama City, Florida 32401 | Phone: 850.215.9965 | Fax: 850.215.9962
www.BayEDA.com

June 13, 2017

Commissioner William T. Dozier
Chairman
Bay County Board of County Commissioners
840 West 11th Street
Panama City, FL 32401

Re: Request for Reappointment

Dear Commissioner Dozier:

The Bay Economic Development Alliance (EDA) respectfully requests that the Bay County Board of Commissioners re-appoint the following names to the CareerSource Gulf Coast Board in Bay County, for a three-year term beginning July 1, 2017. Each individual meets the criteria for membership required by state and federal law.

Name	*Representation*
Dr. John Holdnak	Gulf Coast State College
Roderick Pearson	Vocational Rehabilitation
Fred Croon	Central Labor Council- Panama City chapter
Stephen Jordan	Central Labor Council- Panama City chapter
John Deegins	Community based organization representing veterans

The EDA is grateful for its partnership with CareerSource Gulf Coast and feels that these individuals will be a valuable asset to the organization. We look forward to working with them in the CareerSource Gulf Coast's future endeavors.

Yours truly,

Becca B. Hardin

Becca Hardin
President

cc: Bob Majka
Kim Bodine

5230 W. Hwy. 98 | Panama City, Florida 32401 | Phone: 850.215.9965 | Fax: 850.215.9962
www.BayEDA.com

Bay County Board of County Commissioners
Agenda Item Summary

2017-2018 Board Budget and ITA Waiver for CareerSource Gulf Coast

DEPARTMENT MAKING REQUEST/NAME:
CareerSource Gulf Coast Workforce Board Kimberly Bodine, Executive Director

MEETING DATE: 7/18/2017

REQUESTED MOTION/ACTION:
Board to approve and authorize the Chairman to sign (for CareerSource Gulf Coast Board) 2017-2018 Budget and waiver for Individual Training Accounts.

AGENDA
Outside Agencies - Consent

BUDGETED ITEM? N/A
BUDGET ACTION:
None needed.
FINANCIAL IMPACT SUMMARY STATEMENT:
There is no impact to County funds.

BACKGROUND:
CareerSource Gulf Coast must comply with Florida Statute, Section 445.003(3)(a)(1) which states at least 50 percent of the Title I funds for Adult and Dislocated Workers which are passed through to local workforce development boards shall be allocated to and expended on Individual Training Accounts unless a local workforce development board obtains a waiver from CareerSource Florida, Inc. Tuition, books, and fees of training providers and other training services prescribed and authorized by the Workforce Innovation and Opportunity Act qualify as Individual Training Account expenditures. Regional Workforce Boards are allowed to request waivers from the 50% requirement to CareerSource Florida if approved by local elected officials. As such CareerSource Gulf Coast respectfully requests the approval of the 2017-2018 Budget and for a waiver of 30% for the expenditures for Individual Training Accounts (**EXHIBIT I**).

ATTACHMENTS:

Description	Type
2017-2018 Board Budget and ITA Waiver for CareerSource Gulf Coast Exhibit 1	Exhibit

CareerSource
GULF COAST

5230 West Highway 98 Panama City FL 32401
P: 850.913.3285 F: 850.913.3269
careersourcegc.com

June 20, 2017

Mr. Bob Majka
841 West 11th Street
Panama City, FL 32401

Dear Mr. Majka:

Please find attached our budget and ITA waiver signature sheet. We are requesting approval of by the Bay County BOCC at the July 18, 2017 board meeting. State law requires that both of these items be approved by our respective county commissions in the workforce area that we serve.

Thank for your continued support.

Sincerely,

Kimberly L. Bodine
Executive Director

John Reeves, Chairman Jennifer Conoley, Vice-Chair Kimberly L. Bodine, Executive Director

CareerSource GULF COAST

5230 West Highway 98 Panama City FL 32401
P: 850.913.3285 F: 850.913.3269
careersourcegc.com

(Exhibit 1)

CareerSource Gulf Coast 2017-2018 Budget

Admin Salaries/Benefits	220,905
Operational Expenses	121,488
Direct Svcs Salary/Benefits	1,002,995
Direct Services	541,642
One Stop Lease	245,000
One Stop Operational	60,850
Contracted to Svc Prov	969,500
Total	**3,162,380**

Prior Year Comparison:

2016-2017 Beginning Budget	2017-2018 Beginning Budget	Increase/ (Decrease)	Percentage
3,327,241	**3,162,380**	**(164,861)**	**-5%**

Law requires that 50% of WIOA Adult and Dislocated Worker funds(estimated at 559,607) must be used on tuition, books, training, case management, and training program management. The above Direct Services line contains 35% of the WIOA Adult and Dislocated Worker allocation including estimated carryforward.

A waiver request to 30% is recommended.

As required by law, no more than 10% of our budget that can be spent on Admin expenses.

Salaries/Benefits include 18 full-time, 3 PT, & 11 seasonal positions, FICA, Retirement, Health & Life Insurance, and Compensated Absences. Some of the salary/benefit category will include Admin expenses.

Operational Expenses include supplies, equipment, phone, internet, cell phone, postage, maintenance/repair, travel, meeting expenses, insurance (directors & officers liability), printing, audit fees, dues/memberships, software, copier leases, professional development, subscriptions, advertising, legal/professional/temp services. Some of the operational expense category will include Admin expenses.

Direct Services include Tuition, books, food, food related, participant travel, supportive services, lease/rent, utilities, supplies, equipment, phone, internet, cell phone, postage, maintenance/repair, fees, travel, meeting expenses, insurance (participant/liability/property/flood/auto), dues/memberships, software, copier leases, professional development, printing, subscriptions, advertising, legal/professional/temp services.

One Stop Lease includes lease of CareerSource Gulf Coast Job Center (utilities included)

One Stop Operational includes supplies, equipment, phone, internet, cell phone, maintenance/repair, travel, meeting expenses, insurance (liability/property/flood), legal/professional services, dues/memberships, software, copier leases, postage meter rent, advertising.

Contracted to Service Providers includes:

Gulf Coast State College	552,000	One-Stop Operator
Royal American Management	245,000	Welfare Transition, SNAP E & T
Gulf Coast State College	172,500	Out of School Youth Program
	969,500	

CareerSource GULF COAST

5230 West Highway 98 Panama City FL 32401
P: 850.913.3285 F: 850.913.3269
careersourcegc.com

To the Attention of Budget Review
CareerSource Florida, Inc.
1580 Waldo Palmer Lane – Ste. 1
Tallahassee, FL 32308

This budget and permission to request an ITA waiver has been approved by the designated chief elected official of Workforce Region 4 – Bay County and the chair of Regional Workforce Board 4 on:

July 18, 2017 (date).

_____
Signature – Chief Elected Official, Bay County Board of Commissioners

Printed Name: William Dozier

_____
Signature – Board Chair, CareerSource Gulf Coast (RWB04)

Printed Name: John Reeves

_____
Signature – Executive Director, CareerSource Gulf Coast (RWB04)

Printed Name: Kimberly L. Bodine

Contact Name and phone number for questions related to submitted budget: Deb Blair, Finance Director
CareerSource Gulf Coast
850-913-3285

Bay County Board of County Commissioners
Agenda Item Summary

Dump Truck Purchase

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

MEETING DATE: 7/18/2017

REQUESTED MOTION/ACTION:
Board: 1) Approve and authorize staff to purchase an International Dump Truck under the Florida Sheriffs Association and Florida Association of Counties Contract No. FSA #16-VEH14.0 at a cost of $123,049.00.

AGENDA
Public Works - Consent

BUDGETED ITEM? Yes
BUDGET ACTION:
None needed. Funds were recognized in a prior budget amendment.
FINANCIAL IMPACT SUMMARY STATEMENT:
None as this is funded by FEMA funds.

BACKGROUND:
Dump trucks are a critical part of the operations and maintenance of the County roadway systems. D-732 is a 2003 International 7400 Dump Truck with over 270,000 miles which is beyond economic repair. FEMA reimbursement funds for the maintenance and repair of county roads following the summer storms of 2014 are available to fund the purchase of a replacement dump truck.

A dump truck meeting Bay County Specifications is currently listed on the Florida Sheriffs Association and Florida Association of Counties Contract FSA#16-VEH14.0 **(EXHIBIT 1)** at a cost of $123,049.00. This procurement is in accordance with Bay County's Ordinance No. 07-52, Section 7, Paragraph B.

ATTACHMENTS:

Description	Type
Dump Truck Exhibit 1	Exhibit

EXHIBIT 1

MAUDLIN INTERNATIONAL TRUCKS INC.

4900 N ORANGE BLOSSOM TRAIL
ORLANDO FL 32810
(407) 295-9777
(407) 295-9727

Ref: Bay County Automatic Trans Dumps

2016-2017 Florida Sheriff Association Pricing

Base Specification	**52,000 lb. GVWR Cab & Chassis – 6x4 Tandem Axle Truck**		
	Specification #14	Western Zone	$ 90,975
Published Options			
7500	6x4 7500 with 350 hp N10 Engine & Allison 3000RDS		<-$ 3,500>
64000	64,000 GVWR Package		$ 9,500
1GBP	Double Frame		$ 1,650
14ULY	Rear Suspension, HMX-46-54		$ 3,500
18DMP	Dump Body with hoist and electric tarp system		$ 18,500
14HRE	Driver controlled diff locks, 46k rear axle		$ 2,100
15SSD	100 Gal fuel tank		$ 175
15LKY	Fuel water separator		$ 415
Un-Published Option			
310N10	deduct for 310 HP 1050 torque to be compatible with Allison 3500RDS transmission		<-$ 1,181>
16WXD	Exterior Sunshade		$ 240
16SDE	Passenger side look down door mirror		$ 46
8WDG	Preco 112dba solied state dual function alarm		$ 200
8WJZBeacon	Rear mounted strobe light activated when in reverse		$ 429
		Total each	**$123,049**

Current Lead Time is 5 Months +/-

Quote is valid for order until Sept 30, 2017, with the exception of any future Federal Surcharges that could come into effect.

Remit Purchase Order to Chuck Calhoun @ ccalhoun@maudlinintl.com

Purchase Order must reference the "Florida Sheriff Association Bid No. FSA16-VEH14.0"

Bay County Board of County Commissioners
Agenda Item Summary

Richard Bayou Sedimentation Reduction Project Contract Award

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

MEETING DATE: 7/18/2017

REQUESTED MOTION/ACTION:
Board: 1) Award the Base Bid to CW Roberts Contracting for the Richard Bayou Sedimentation Reduction Project in the amount of $724,966.73; and authorize the Chairman to execute the contract, 2) Authorize contingency and testing funds in the amount of $72,496.67 (10%). **(DISTRICT IV)**

AGENDA
Public Works
- Consent

BUDGETED ITEM? Yes
BUDGET ACTION:
None needed.
FINANCIAL IMPACT SUMMARY STATEMENT:
Project is funded in the transportation fund department 0243-5606569. Additional funding is required. Funds are available in this account from savings in other projects.

BACKGROUND:
On August 2, 2016 the Board approved a grant with the Florida Department of Environmental Protection for stabilization of approximately 1.09 miles of existing dirt road for Richard Road, Gore Road and Piercy Road (**Exhibit I**) with open grade asphalt and construction of drainage improvements. The agreement authorizes $691,170 in construction funding for the project.

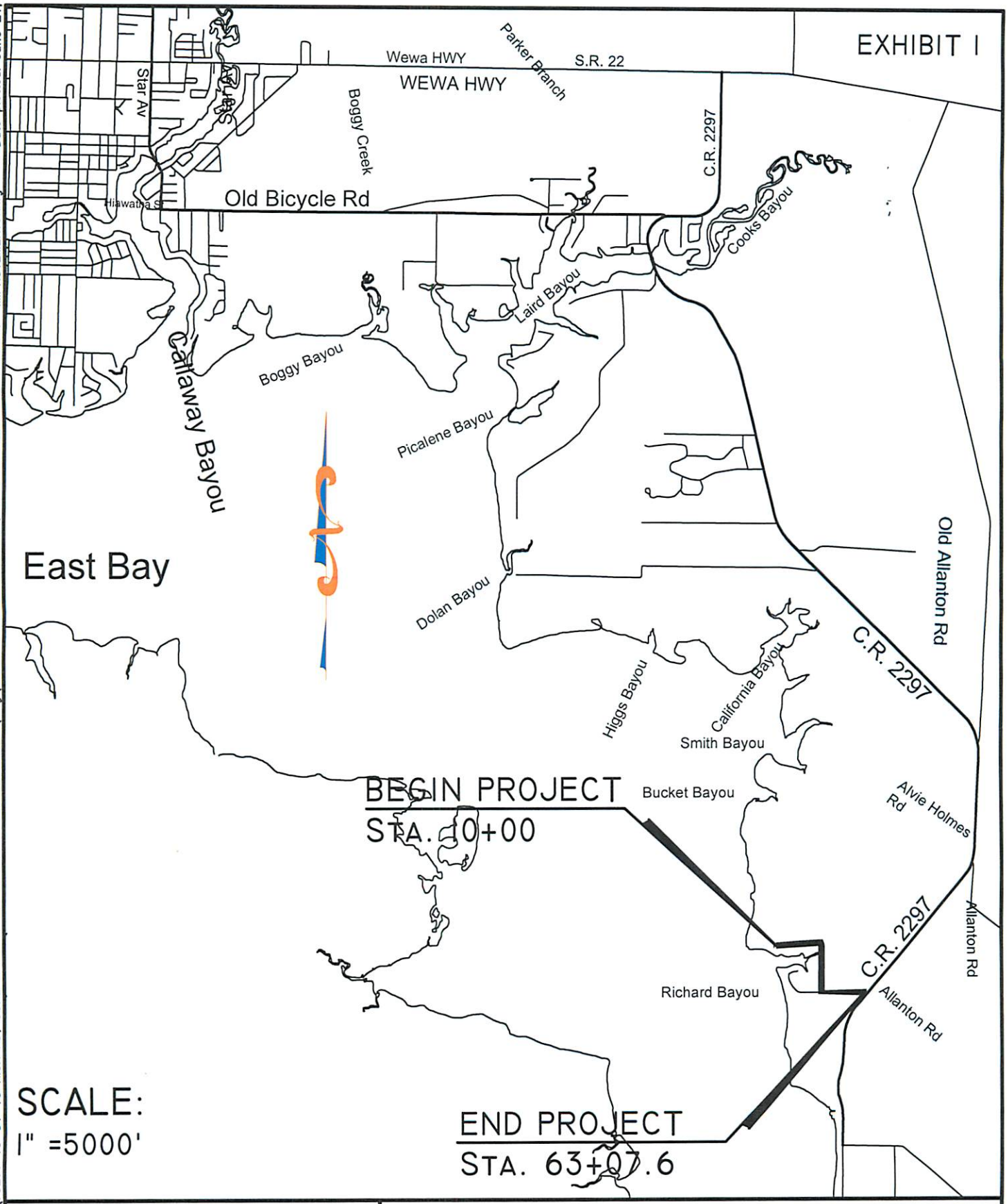
On May 19, 2017 a request for bids on the Richard Bayou Sedimentation Reduction Project was advertised and a pre-bid meeting was held on June 1, 2017. The following responses were received and opened on June 20, 2017.

BIDDERS	BASE BID
CW Roberts Contracting	$724,966.73
GAC Contractors	$744,971.00

Staff has evaluated the bids and CW Roberts Contracting was the lowest responsible bidder.

ATTACHMENTS:

Description	Type
Richard Bayou Sedimentation Reduction Project Exhibit 1	Exhibit
Richard Bayou Sedimentation Reduction Project Exhibit 2	Exhibit



BAY COUNTY PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION 840 W. 11TH STREET PANAMA CITY, FL 32401 PHONE: (850) 248-8301	SEDIMENTATION REDUCTION PROJECT: RICHARD, GORE AND PIERCY ROAD VICINITY MAP					
	Scale SHOWN	Date Drawn 09-15-16	By AG	Checked By NL	Project# 7523	Page 1 of 1

Drawing name: S:\LD3\7523c 10-04-16 RICHARD, CORE & PIERCY RD ROADWAY IMPROVEMENTS\dwg\7523E C3D PLAN RICHARD, CORE & PIERCY RD ROADWAY IMPROVEMENTS.dwg ~ Date plotted: June 21, 2017 -

CONTRACT 17-32 RICHARD BAYOU SEDIMENT REDUCTION PROJECT DEP Agreement No. NF009

This Contract, dated July 18, 2017 is between the Bay County Board of Commissioners, located at 840 West 11th Street, Panama City, FL 32401 ("County"), and C.W. Roberts Contracting, Inc., located at 1603 Bay Avenue, Panama City, FL 32405 ("Contractor").

1. Scope of Work

The County desires to hire Contractor to provide all necessary labor, supervision, equipment, and supplies for the stabilization of the existing 1.1 miles of dirt roadways for Richard, Gore, and Piercy Roads. The project area will be stabilized with open grade asphaltic pavement, sod, and by providing adequate roadside shoulders and swales for the treatment and conveyance of stormwater runoff. The project will also consist of replacing some of the existing cross/side drains.

The Contractor will perform those services in accordance with the Bay County construction plans titled “Roadway Improvements: Richard, Gore, and Piercy Road (Bay County Richard Bayou Sediment Reduction)” dated July 13, 2015, FDOT Standard Specifications for Road and Bridge Construction 2016 as implemented by the attached hereto and incorporated herein as **Exhibit 1**, titled “Specifications Package”, (the “Project”). The Contractor hereby agrees to provide such services to the County according to ITB 17-32 Richard Bayou Sediment Reduction Project, said documents being incorporated into this agreement as if fully set out herein, and the Contractors response thereto, said documents being attached hereto and incorporated herein as **Exhibit 2**, to the extent they are not inconsistent with this agreement.

This project is funded in part by a Section 319 Nonpoint Source Management Program implementation grant from the U.S. Environmental Protection Agency through an agreement/contract with the Nonpoint Source Management Section of the Florida Department of Environmental Protection and the intent is to reduce sediment impacts to Richard Bayou. It is imperative that the Contractor examine and become familiar with the grant conditions attached hereto and incorporated herein as **Exhibit 3** and Federal Funding requirements attached hereto and incorporated herein as **Exhibit 4**. Funding for the project has been made possible through this grant and is contingent on strict conformance to the guidelines set forth.

2. Term

This Contract shall commence upon “Notice to Proceed” and work shall be completed in a period of 150 calendar days following receipt of the Notice to Proceed. Should the Contractor fail to complete the work by the specified date, the Owner shall deduct from the Contract Sum the amount of $1,584.00 per calendar day as liquidated damages for every day subsequent to the specified date until the work is fully completed and receipted by the County as being completed. For purposes of time calculation, day one of the project is the calendar day after the Notice to Proceed date.

3. Contract Price

The Contractor agrees that for the performance of the Services as outlined in Section 1 above, it shall be remunerated by the County according to the unit prices contained in the Contractor's price proposal contained in **Exhibit 2**.

4. Payments

Notwithstanding anything to the contrary herein, the County shall pay the Contractor for services performed under this Contract in accordance with the Local Government Prompt Payment Act (F.S. §218.70, et seq.) Pay requests shall be sworn statements based upon the progress made and submitted to the County on a monthly basis. Payment by the County to the Contractor of the statement amount shall be made within twenty (20) business days after approval of the County. Ten percent (10%) retainage shall be held at the discretion of the County; the 10% retainage shall be reduced to 5% at 50% completion of the work.

Final Payment –Final payment constituting the unpaid balance of the Contract Price, less any liquidated damages as provided in Section 2 hereinabove, shall be due and payable within 30 days after the Project is delivered to the County, finished and ready for beneficial occupancy, or when the County occupies the Project, whichever event first occurs provided that the Project be then substantially completed and this agreement substantially performed. However, if there should remain work to be completed, the Contractor and the County shall list those items prior to receiving final payment and the County may retain a sum equal to 150% of the estimated cost of completing any unfinished work and the applicable portion of the Contractor's retainage, provided that said unfinished items are listed separately and estimated cost of completing any unfinished items are likewise listed separately. Thereafter, County shall pay to Contractor, monthly, the amount retained from each incomplete item after each of said items is completed.

Payments to Subcontractors - The Contractor shall promptly, but not later than 10 days after receipt of payment from the County, pay all the amount due subcontractors, subject to the provisions of the Local Government Prompt Payment Act..

Delayed Payments by County - If the County shall fail to pay the Contractor within 20 days after the receipt of an approved payment request from the Contractor, then the Contractor may, upon fourteen (14) additional days advance written notice to the County, stop the Project until payment of the amount owing has been received, provided that the payment request has been submitted in sufficient detail to comply with the guidelines of the County and the Office of the Clerk of the Circuit Court for Bay County. In the event that there is a dispute in the amount of the pay request, then only the disputed amount shall be held until resolved and the undisputed amount shall be paid within the time limits as stated within this paragraph. If undisputed amounts are timely paid, then the Contractor shall not stop the Project in any fashion and the progress of the Project shall not be interrupted. Both parties agree that best efforts be made to resolve the disputed amount.

Payment for Materials and Equipment - Payments will be made for material and equipment not incorporated in the work but delivered and suitably stored at the site (or another location, subject to prior approval and acceptance by the County on each occasion).

5. Independent Contractor

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

6. 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.

7. Cooperation

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

8. 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.

9. Records / Audits

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

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

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

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

d. Upon completion of the contract, transfer, at no cost to the County, all public records in possession of the Contractor, or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records in a format that is compatible with the information technology systems of the County.

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

10. Public Records Custodian

If the Contractor has questions regarding the application of Chapter 119, Florida Statues, to the Contractor's duty to provide public records relating to this contract, contact the Bay County Board of County Commissioners Custodian of Public Records at (850) 248-8270, purchasing@baycountyfl.gov or 840 W. 11th Street, Panama City, Florida 32401.

11. County Representative

The Public Works Director or their 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.

12. Laws, Rules and Regulations

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.

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.

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.

13. 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 5** to this Contract and incorporated by reference.

14. Hold Harmless and Indemnification

The Contractor shall indemnify and hold harmless the County, their 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

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

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.

This section survives termination or expiration of this Contract.

15. Duty to Pay Defense Costs and Expenses

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.

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.

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

This section survives termination or expiration of this Contract.

16. 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 Public Works Department	C. W. Roberts Contracting, Inc.
Attn: Josee Cyr	Attn: Todd Castleberry
840 W. 11th Street	1603 Bay Avenue
Panama City, FL 32401	Panama City, FL 32405

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.

17. 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.

18. Termination for Convenience

The County may terminate this Contract at any time for any reason by giving at least thirty (30) days notice in writing to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be entitled to receive payment for those services reasonably performed to the date of termination.

19. Termination for Cause

If the Contractor fails to comply with any of the terms and conditions of this Contract, Bay County may give notice, in writing, to the Contractor of any or all deficiencies claimed. The notice will be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period as specified in the notice, Bay County may, with no further notice, declare this Contract to be terminated. The Contractor will thereafter be entitled to receive payment for those services reasonably performed to the date of termination, less the amount of reasonable damages suffered by Bay County by reason of the Contractor's failure to comply with this contract.

Notwithstanding the above, the Contractor is not relieved of liability to Bay County for damages sustained by Bay County by virtue of any breach of this Contract by the Contractor and Bay County may withhold any payments to the Contractor for the

purpose of setoff until such time as the amount of damages due Bay County from the Contractor is determined.

Failure of the Contractor to comply with the provision of Section 12 Laws, Rules, and Regulations 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.

20. 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.

21. 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.

22. No Waiver

The waiver by the County of, or the County's failure to demand strict performance of, any obligation of Contractor shall not be construed to waive or limit the full and faithful performance by the Contractor of another of its obligations or of the same obligation in the future.

23. Severability

Should any provision of the Contract be determined by a court with jurisdiction to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

24. 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]

IN WITNESS WHEREOF, the Parties have executed this Contract as of the day and year first written above.

Executed by:

BOARD OF COUNTY COMMISSIONERS
BAY COUNTY FLORIDA

By: _____
William T. Dozer, Chairman

Attest:

_____
Bill Kinsaul, Clerk of Court

Approved as to form

_____
Office of Bay County Attorney

C. W. ROBERTS CONTRACTING, INC.

By: _____
(Authorized Representative)

Its: _____

State of _____
County of _____

This Contract was acknowledged and subscribed before me the undersigned notary this __ day of _____, 2017, by _____, as _____ of C.W. Roberts Contracting, Inc. and with proper authority to sign on behalf of the entity, and who is personally known by me or produced identification of _____.

_____
Notary Public

EXHIBITS:
1. Specifications Package
2. Contractor's Response to ITB 17-32
3. FDEP Grant Agreement
4. Federal Contract Regulations
5. Insurance Requirements

EXHIBIT 1
SPECIFICATIONS PACKAGE

May 15, 2017
PREPARED BY: BWB

ATTACHMENT 2
SPECIFICATIONS PACKAGE

The January 2017 edition of the Florida Department of Transportation Standard Specifications is revised as follows:

I hereby certify that this specifications package has been properly prepared by me, or under my responsible charge, in accordance with procedures adopted by the Florida Department of Transportation.

Signature
and Seal: _____

Date: _____
Engineer of Record: NATALJA LITHWAY, P.E.
Fla. License No.: 62402
Firm: BAY COUNTY PUBLIC WORKS DEPARTMENT
840 WEST 11TH STREET
PANAMA CITY, FLORIDA 32401
Certificate of Authorization: (NUMBER)
Page(s): _____1 – 22_____

SPECIAL PROVISIONS 3

BAY COUNTY SPECIAL PROVISIONS FOR THE ADAPTATION AND USE OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION 3

FDOT SPECIFICATIONS DIVISION I – GENERAL REQUIREMENTS & COVENANTS 6

DEFINITIONS 6

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – E-VERIFY. 6

FDOT Specifications Division II – Construction Details 7

SUPPLEMENTAL SPECIFICATIONS 13

_____ BAY COUNTY SPECIFICATION FOR OPEN GRADE ASPHALTIC CONCRETE 13

320 HOT MIX ASPHALT – PLANT METHODS AND EQUIPMENT 15

334 SUPERPAVE ASPHALT CONCRETE 16

916 BITUMINOUS MATERIALS 18

SPECIAL PROVISIONS

BAY COUNTY SPECIAL PROVISIONS FOR THE ADAPTATION AND USE OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION

The County uses the "Florida Department of Transportation Standard Specifications for Road and Bridge Construction" as the governing specification for County roads and stormwater projects. This special provision contains specific clauses adopted by the Bay County Board of County Commissioners that add to or revise the Florida Department of Transportation Standard Specifications for Road and Bridge Construction or supplement specifications, setting forth conditions varying from or additional to the Standard Specifications and are applicable to Bay County Public Works road and storm water construction projects.

The Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, 2017 Edition, Division II shall be the governing specifications for all contract pay items unless the pay items are modified by pay item notes or special provisions. Division I of the FDOT specifications shall be used for prosecution and progress of the contract except where modified by the County's general conditions or special provisions. Sections 2, 3, 4, 5, 8-1, 9-2.1.1 and 9-2.1.2 of the FDOT specifications are specifically excluded from this project. For purposes of liquidated damages, the contract time shall be calculated in accordance with Section 8-7 of the FDOT specifications with the exception that no work shall be allowed on Saturdays or Sundays.

1. The governing order of project documents is:
    a. General Terms and Conditions
    b. Bay County Special Provision for the Adaptation and Use of the FDOT Specifications
    c. Bid Form Pay Item Notes
    d. Plans
    e. FDOT Design Standards
    f. Project Specific Specifications
    g. FDOT Standard Specifications for Road and Bridge Construction
    h. When discrepancies exist between any of the above the Bay County Public Works Director or his designated representative shall determine the proper course of action for the Contractor.

2. The hours of work shall be 7:00 A.M. until 30 minutes prior to sundown Monday through Friday. No work is to be done in the period from December 24th through the following January 1st. These days off will be added to the contract time, but no additional compensation for delays will be allowed. No work shall be done on the Friday immediately preceding Memorial Day, or Labor Day. Contract time

will be charged during holiday and weekend periods regardless of whether or not the Contractor's operations have been suspended. The Contractor is not entitled to any additional compensation for suspension of operations during such holiday periods or weekend periods.

3. Contract Time - The number of calendar days allowed by the County for the substantial completion of the Contract. The contract substantial completion date is computed by adding the number of days authorized by the Form of Agreement to the Notice to Proceed date.

4. Notice to Proceed – Written communication issued by the County to the Contractor authorizing them to proceed with the work and establishing the date for commencement of the work. For purposes of calculating liquidated damages, the Notice to Proceed date will be considered day zero.

5. Substantial Completion - For a unit price contract a project is substantially complete when all the work, as specified in the plans and list of pay items, has been completely installed. For a lump sum contract, a project is substantially complete when all the work specified by the plans and specifications are complete and the county can enjoy beneficial use or occupancy and may use, operate and maintain the project in all respects and for its intended purpose as determined by the County's Designated Representative. The Contractor will not be charged liquidated damages for any days on or after the substantial completion date, but retainage will be withheld until all punchlist items are completed.

6. Whenever unanticipated work not covered by the drawing or specifications is found and is considered essential to satisfactorily completion of the work within intended scope, the Contractor shall notify the County's Designated Representative immediately.

7. The County may at any time, as the need arises, order changes within the scope of the work without invalidating the agreement. If such changes increase or decrease the amount due under the Contract Documents, or the time required for performance of the work, an equitable adjustment shall be authorized by Change Order. Rights are reserved to purchase additional quantities at bid price.

8. When the Contractor deems that extra compensation is due for work not covered in the contract the Contractor shall immediately verbally notify the County's Designated Representative and follow-up with a written claim within twenty (20) calendar days of the date of the event that gave rise to the claim. The county will not consider any claim when the notice given by the Contractor is over 20 calendar days past the date of the event giving rise to the claim and the Contractor shall waive the claim for compensation. The contractor shall not commence any work claim until they have received written approval from the county to do such work.

9. The Contractor must submit in writing to the County Engineer any claims for compensations due to delays. The County will not compensate the Contractor for any delays for any reason unless five days (excluding Saturdays, Sundays and holidays) have elapsed from the start of work stoppage. The first day of any claims shall be on day six of the work stoppage. This shall apply to each work stoppage. In order to submit a valid claim for work stoppage, the Contractor must submit a schedule made using the critical path method which shows the early start, late start, early finish, late finish and the critical path. The County expects the Contractor to use forces and equipment on any item of work that can be completed during the delay. The Contractor's claim must show the delay is due to the controlling item of work as shown on the critical path method schedule. After five work days if the County deems the delay claim to be valid, the Contractor's claim shall only be for labor, equipment and materials that are delayed due to the controlling work item. If the County Engineer determines the Contractor forces and equipment can be used on other work items during the delay, no compensation will be given for these forces and equipment.

10. The Contractor fully warrants all workmanship and material, in the performance of his obligation under this contract, for a period of one (1) year after completion of the work described in this Contract. The warranty period begins at the date of final payment for the project. The Contractor shall forthwith repair or remedy any defects in the construction done by him, discovered within one (1) year, without cost or change to the Owner. In the event the Contractor fails, within five days after notice, to begin correction of the defect, or fails within a reasonable time thereafter to complete the correction of the defect, then the Owner may have the work done at the Contractor's expense or may proceed against the surety bond.

11. Unless otherwise stated in the contract documents, the term furnish shall be interpreted as meaning furnish and install, which shall include the full cost of materials, labor and equipment to furnish and install a complete item to include satisfactorily completion of all testing requirements.

12. The County will not make payment on any invoices until the schedule and if applicable, the schedule of values is received and approved by the County.

13. An invoice must be submitted even if no work was performed during that month.

14. All submittals shall be submitted to the County for staff review no later than 10 work days prior to the products use on the project.

15. The Contractor's project manager shall provide written documentation on elevations of curbing, inlet box inverts and grate elevations, pipe inverts, final milling and base profiles and cross slopes and any other critical elevations and slopes as directed by the County, all prior to covering up the work and done as the work progresses.

FDOT SPECIFICATIONS DIVISION I – GENERAL REQUIREMENTS & COVENANTS

DEFINITIONS

ARTICLE 1-3 has the terms Department, Engineer and Holidays deleted and the following substituted:

Department.

Bay County.

Engineer.

The Professional Engineer, registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, acting as the project's Construction Engineering Inspection Manager. The Engineer may be County in-house staff or a consultant retained by the County.

Note: In order to avoid cumbersome and confusing repetition of expressions in these Specifications, it is provided that whenever anything is, or is to be done, if, as, or, when, or where "acceptable, accepted, approval, approved, authorized, condemned, considered necessary, contemplated, deemed necessary, designated, determined, directed, disapproved, established, given, indicated, insufficient, ordered, permitted, rejected, required, reserved, satisfactory, specified, sufficient, suitable, suspended, unacceptable, or unsatisfactory," it shall be understood as if the expression were followed by the words "by the Engineer," "to the Engineer," or "of the Engineer."

Holidays.

County Holidays – New Years Day, Martin Luther Kings Birthday, Good Friday, Memorial Day, Independence Day (4th of July), Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, and Christmas Day. Holidays that fall on a Saturday will normally be observed on the preceding Friday and holidays that fall on Sunday will normally be observed on the following Monday.

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – E-VERIFY.

7-29 E-Verify.

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the 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.

FDOT SPECIFICATIONS DIVISION II – CONSTRUCTION DETAILS

Section 102 – Maintenance of Traffic

1. Contractor at Contractor's expense shall give residents and businesses located on the project right-of-way 48 hours notice of start of construction and have maintenance of traffic signage in place prior to beginning any construction. The County will provide door hanger type notices to the Contractor. Contractor personnel shall distribute to each business and resident 24 hours prior to starting any operations that could prevent access to any residence or business. The Contractor should include the cost of these notifications in their maintenance of traffic (MOT) costs.

2. When traffic signs are located within the area of construction, the Contractor shall notify the County Inspector for approval to remove, re-set, or relocate any sign. The Contractor shall reinstall any disturbed mailboxes or signs to existing or acceptable condition.

3. Lane closure restrictions are:
   From 6:00 a.m. to 8:00 a.m. and 4:30 p.m. to 6:30 p.m. - no lane closure. At the discretion of the County Engineer, if lane closure causes extended congestion, the Contractor shall be directed to reopen the closed lane(s) until such time as the traffic flow has returned to normal.

   All lanes must be reopened to normal traffic within 12 hours during and evacuation notice of a hurricane or other catastrophic event and shall remain open for the duration of the evacuation or event as directed by the County Engineer.

4. Any road closures will require a minimum of 10 working days notice and County manager approval prior to closure. The Contractor, at Contractor's expense shall be responsible for designing and implementing a detour plan, to include signage. Two working days in advance of any road closure, the Contractor shall post signage that can be clearly read by the traveling public notifying the public of the road closure.

5. In the event that law enforcement is required for maintenance of traffic, the Contractor shall pay all costs.

Section 104 – Prevention, Control, and Abatement of Erosion and Water Pollution

1. The erosion control plan shown in the drawing package denotes a minimum requirement for the project. It may not meet all the requirements of a stormwater

pollution prevention plan required for the NPDES Generic Permit for Stormwater Discharge from Large and Small Construction Activities.

2. Contractor shall be responsible for obtaining coverage under the Florida Department of Environmental Protection NPDES Generic Permit for Stormwater Discharge from Large and Small Construction Activities for all projects disturbing one (1) acre or more. The cost of all items and work required to implement the conditions of the NPDES Generic Permit for Stormwater Discharge shall be included in the Contractor's bid.

3. Unless otherwise directed by the County Engineer, all areas disturbed by construction shall be seeded and mulched or sodded within five (5) days after construction in that area.

4. Contractor, at Contractor's expense, shall maintain all sodded and seeded areas in accordance with the plans. Contractor shall guarantee sodding and seeding for a period of ninety (90) days after issuance of Certificate of Completion. During the guarantee period, the Contractor shall replace at no cost to the County, any sod or grass that dies or is not established 90 days after seeding or sod placement, if the causes for such defects are traced to negligence or poor workmanship by the Contractor. Any sod or grass missing or defective shall be replaced in a manner satisfactory to the County Engineer. In case of any doubt as to the condition and satisfactory establishment of the sod, the County Engineer may allow the sod or grass to remain through another 90 day establishment period. After which time the sod or grass in question, if found to be dead or in an unhealthy or badly impaired condition shall be replaced by the Contractor at no cost to the County. Contractor shall also be responsible for maintenance of grass including mowing to keep grass a maximum of 6 inches in height during the project and through the 90 day warranty period.

5. In general, seed with Pensacola Bahia grass, except in sandy areas, then use unhulled Bermuda. Add temporary grass seeds as appropriate for the season. In urban areas where lawns are maintained in the right of way, the Contractor shall sod or seed to match existing grass or sod at no additional cost to the County. During the months of October through February overseed all sodded areas with temporary grass seed. Seeding rates are as follows:

Type of Seed	Coastal (Mar.-Nov.)	Coastal (Nov.-Mar.)	Inland (Mar.-Nov.)	Inland (Nov.-Mar.)
	Seeding rate (lb/Ac)	Seeding rate (lb/Ac)	Seeding rate (lb/Ac)	Seeding rate (lb/Ac)
Unhulled Bermuda[2]		90		20
Hulled Bermuda[2]	60		15	
Bahia (Argentine or Pensacola)			180	180
Annual Rye Grass		90		90

Notes:

Table from FDOT 2000 Standard Specification for Road and Bridge Construction. Bermuda shall not be used in areas adjacent to existing or proposed landscaping.

6. When hydroseeding is used, Contractor shall submit hydro-seeding mix to the County Engineer for approval. Mix shall include permanent and temporary seed, fertilizer, mulch, and soil seal. The mix shall give a seeding, mulching and fertilizing rate that is equal to or greater than the seeding rates specified in the table above and meeting standards for hydroseeding technology.

7. Seeding may only be used on slopes less than 4:1 horizontal to vertical (H:V). Sod all slopes between 4:1 and 2:1 H:V slopes. Use lapped and pinned sodding or erosion control blankets for all slopes between 2:1 and 1:1 H:V. Use retaining walls or sand cement riprap for slopes greater than 1:1 (H:V).

8. When working in the waters of the state under a state or federal regulatory permit, the Contractor shall take water samples as directed by the conditions of the permit.

Section 105 – Contractor Quality Control General Requirements

1. The Contractor shall have the following Florida Department of Transportation (FDOT) plant and laboratory approvals:
   a. An FDOT approved asphaltic concrete production plant.
   b. An FDOT approved asphaltic concrete laboratory at the asphalt production plant.

2. The contractor shall provide at or prior to the pre-award meeting personnel certifications meeting the requirements of FDOT Specification Section 105-8.

3. The contractor shall provide a Florida Department of Environmental Protection qualified Stormwater Management Inspector who shall inspect the construction site in accordance with the Pollution Control Inspection Plan and the Stormwater Pollution Prevention Plan for the NPDES Construction Permit.

Section 110 – Clearing and Grubbing

1. The Contractor shall protect from disturbance or damage all land monuments and property markers. All disturbed land monuments and property markers shall be properly restored to original condition at Contractor's expense.

Section 120 – Earth Work and Related Operations

1. The County does not have a resolution testing lab. If deemed necessary, the Contractor must be willing to use an FDOT certified laboratory that is mutually acceptable to the County and the Contractor for any resolution testing. The Contractor will retain and store any resolution test samples.

2. The County shall not compensate the Contractor for overhaul of excavated materials. The Contractor shall include the cost of such overhaul in the unit price for excavation or embankment, as applicable.

3. The Contractor shall stockpile, except in the area denoted in the roadway plans, and use all suitable excavated materials on the jobsite and haul off any excess upon completion of the job. Topsoil shall be stored in a separate stockpile in the County right of way or as directed by the County Engineer except the area denoted in the roadway plans.

Section 327 – Milling of Existing Asphalt Pavement

1. Asphalt concrete millings are to remain property of the County unless otherwise noted on the plans. The Contractor shall haul the asphalt concrete millings to the stockpile designated by the County Public Works Department Roads and Bridges Division. Call the Bay County Roads and Bridges Division (phone 850-248-8810) to obtain the stockpile locations.

Section 334 – Superpave Asphalt Concrete

1. The County does not have a resolution testing lab. If deemed necessary, the Contractor must be willing to use an FDOT certified laboratory that is mutually acceptable to the County and the Contractor for any resolution testing. For plant and roadway asphaltic concrete acceptance, Contractor is to utilize all methods of construction quality control testing and frequency of testing in accordance with FDOT 2017 Specification.

2. For all paving contracts, the asphalt concrete supplier shall allow County personnel or their designated representatives to inspect the asphalt production plant and laboratory, and to monitor the on-site laboratory testing of asphaltic concrete during production runs for County projects. If County personnel or their designated representatives need take asphalt concrete samples from the trucks at

the asphalt plant or at the job site the Contractor shall provide a safe platform for taking the samples.

3. The Contractor shall stop production of asphaltic concrete in time for the mix to be placed and finished 30 minutes prior to sundown. If the contractor predicts such operations cannot be completed prior to sundown, approval must be obtained from the County.

4. The County will not allow asphaltic concrete to be produced or placed until the County Inspector and Contractor have received satisfactory test results and certified the base to be suitable for paving.

5. Segregated aggregate, surface bumps and depressions, bleeding asphalt concrete, clay balls, poor aggregate gradation, asphalt content out-of-tolerance from the job mix formula, poor joint construction, and noncompliance with the rolling procedures may all result in rejection of the asphalt concrete by the County. In such cases the Contractor, at Contractor's expense, shall remove and replace the asphalt concrete, or overlay the existing pavement with suitable material. The choice to remove and replace, or overlay the deficient asphalt concrete shall be made by the County Engineer.

6. The County will not accept nor pay for any asphaltic concrete placed without a County Inspector on-site during the entire paving operation. To receive payment for paving materials, the Contractor must give the County Inspector a materials delivery ticket showing mix design, the truck number, the tonnage, the date, and the job name. Contractor's failure to give the delivery ticket to the inspector may result in the County not paying for the material. If the paving schedule changes the Contractor must give the County Inspection office 48 hours (2 work days exclusive of Saturday and Sundays) in advance of the beginning of paving. Failure to give the 48 hours notification will result in shutdown of the paving operation by the County Inspector or County Engineer.

7. The Contractor shall utilize a Material Transfer Vehicle (MTV) on any single road with the total combined lane length of 1.0 mile or greater.

Section 346 – Portland Cement Concrete

1. The Contractor shall stop production of portland cement concrete in time for the mix to be placed and finished 30 minutes prior to sundown.

2. The County will not allow Portland cement concrete to be produced or placed until the County Inspector and Contractor have received satisfactory test results and certified the base to be suitable for concrete placement. The County will not accept or pay for any Portland cement concrete placed without a County Inspector being on site to observe placement, and the County requires 48 hours notice to schedule its inspectors.

Section 400 – Concrete Structures

1. County Inspector must be present during placement of all concrete. The County will not pay for any concrete placed without a County Inspector present. Contractor shall give 48 hours (2 workdays) advance notice to the County Inspector prior to placement.

Section 425 – Inlets, Manholes, and Junction Boxes

1. Unless otherwise approved by the County Engineer, inlet basins shall have sump bottoms with drain constructed in accordance with FDOT Index 201 Sheet 2.

Section 430 – Pipe Culverts

1. The County does not have a resolution testing lab. If deemed necessary, the Contractor must be willing to use an FDOT certified laboratory that is mutually acceptable to the County and the Contractor for any resolution testing. The Contractor will retain and store any resolution test samples.

2. Unless otherwise shown on the plans, the cost per linear foot for the installation of any drainage pipe or structure under a roadway that requires a roadway cut shall include the cost of patching the roadway cut in accordance with the requirements of the Bay County Utility Accommodation Guide, dated March 1992.

3. Only RCP, ERCP, and HDPE meeting requirements of the FDOT specifications are suitable for County projects. Only concrete pipe will be allowed for cross drains and concrete or HDPE pipe will be allowed for side drains. Asphalt coated metal pipe will only be allowed under driveways with concrete mitered ends.

4. The Contractor shall excavate, construct and place all pipelines, concrete work, fill, and bedding rock, in the dry. In addition, the Contractor shall not make the final 24 inches of excavation until the water level is a minimum of one foot below proposed bottom of excavation. For purposes of these specifications, “in-the-dry” is defined to be within 2% of the optimum moisture content of the soil. The County reserves the right to ask the Contractor to demonstrate that the water level is a minimum of one foot below proposed bottom of excavation before allowing the construction to proceed.

Section 530 – Riprap

1. The riprap shall be a durable stone with a minimum unit weight of 165 pounds per cubic foot. Riprap gradation shall consist of reasonably well graded durable rock with a medium stone size of 80 pounds and not over 10 percent larger than 200 pounds. There shall be sufficient small stones and spalls to approximately fill the void between the larger stones.

SUPPLEMENTAL SPECIFICATIONS

BAY COUNTY SPECIFICATION FOR OPEN GRADE ASPHALTIC CONCRETE

1. **General:** For all paving contracts, the asphaltic concrete supplier shall allow County personnel to inspect the asphalt production plant, and to monitor the production of open graded asphalt concrete runs. During mix placement, the County will take samples of the mix from the trucks either at the Contractor's plant or the job site, and run extraction and gradation tests on the samples. The Contractor shall provide a safe platform for taking the samples. The County will accept the mixture on the basis of visual inspection of the mix placed in the roadway, the Contractor's compliance with the design rolling procedure, and the results of the extraction test. The extraction test results shall be used by the Contractor to make immediate corrections to the production process as necessary. Any open grade mix deemed unacceptable by the County Engineer shall be removed and replaced by the Contractor at Contractor's expense.

2. **Mix Design Requirements:**

2.1 MIX TYPE: **S-1 Open Graded Hot Mix (OGHM) Asphaltic Concrete**
MATERIAL: S-1 Stone, Vulcan Materials – Code 52
SOURCE: Aggregate Pit AL-131 Calera, Alabama

SIEVE SIZE	PERCENT PASSING	QUALITY CONTROL RANGE
1"	100	NA
¾"	100	93 - 100
½"	91	84 - 98
3/8"	77	70 - 84
#4	28	21 - 35
#10	6	0.5 - 11.5
#40	4	0 - 8.5
#80	3	0 - 6
#200	2	0 - 4

MIXTURE ANALYSIS:
Percent Asphalt: 3.5 (+/- 0.25%) percent PG 67-22
Percent Air Voids: 8.8; Range 8.0 – 15.0 Percent
Bulk Specific Gravity Mix: 2.364 / Maximum Specific Gravity Mix: 2.647
Mixing Temperature Range: 160 – 250 Degrees F.
Recommended Compaction Temperature Range: 120 – 150 Degrees F.
Alternative binder as specified in plans: 3.5 (+/- 0.25%) percent PG 76-22

ADDITIVES TO LIQUID ASPHALT:

Asphalt Additives

- Silicone (per FDOT Specifications) {25cc/5000gals}
- Anti-Stripping Agent (per FDOT Specifications) {0.5 Percent}

2.2 MIX TYPE: **#89 Open Graded Hot Mix (OGHM) Asphaltic Concrete**

MATERIAL: #89 Stone

SIEVE SIZE	PERCENT PASSING	QUALITY CONTROL RANGE
1”	100	NA
¾”	100	NA
½”	100	95 - 100
3/8”	99	95 - 100
#4	45	38 - 52
#10	10	3 - 17
#40	3	0 - 8
#80	2	0 - 7
#200	2	0 - 5

MIXTURE ANALYSIS:

Percent Asphalt: 3.5 (+/- 0.25%) percent PG 67-22

Percent Air Voids: 12.4; Range 12.0 – 18.0 Percent

Bulk Specific Gravity Mix: 2.285 / Maximum Specific Gravity Mix: 2.645

Mixing Temperature Range: 160 – 250 Degrees F.

Recommended Compaction Temperature Range: 120 – 150 Degrees F.

Alternative binder as specified in plans: 3.5 (+/- 0.25%) percent PG 76-22

ADDITIVES TO LIQUID ASPHALT:

Asphalt Additives

- Silicone (per FDOT Specifications) {25cc/5000gals}
- Anti-Stripping Agent (per FDOT Specifications) {0.5 Percent}

3. Construction Requirements:

3.1 ***Compaction:*** Compact both S-1 and #89 stone OGHM mixtures using a steel wheeled roller. Establish an appropriate rolling pattern for the pavement in order to effectively seat the mixture, producing a tight mat with no loose aggregate, without crushing the aggregate. Recommend 2 to 3 passes over a given area with 4” to 6” overlap between areas. In the event that the roller begins to crush the aggregate, reduce the number of passes per area.

3.2 During construction, the Contractor shall not deviate from the approved job mix formula, rolling procedures or placement temperatures without prior written approval from the County Engineer.

3.3 The Contractor shall provide a one-year warranty of the open grade mix surface. The Contractor shall remove and replace any open grade mix that undergoes medium to high severity raveling, and develops potholes or medium severity rutting at anytime during 12 months after placement.

3.4 Paving operations shall be continuous, and any lengthy delay will be cause for a transverse joint to be formed. The joint shall be constructed so that it can be cleanly removed when paving resumes

3.5 Open grade mix shall not be produced for placement on the roadway unless the air temperature is 50 degrees Fahrenheit and rising. Additionally, for placement over base courses, no mix shall be placed on the base course unless the temperature of the base course is at least 50 degrees Fahrenheit.

320 HOT MIX ASPHALT – PLANT METHODS AND EQUIPMENT.

(REV 3-24-16) (FA 3-30-16) (7-16)

SUBARTICLE 320-3.3.2 is deleted and the following substituted:

320-3.3.2 Storage: Equip asphalt binder storage tanks to heat the liquid asphalt binder to the temperatures required for the various mixtures. Heat the material in such a manner that no flame comes in contact with the binder. Heat or insulate all pipe lines and fittings. Use a circulating system of adequate size to ensure proper and continuous circulation during the entire operating period. Locate a thermometer, reading from 200 to 400°F, either in the storage tank or in the asphalt binder feed line. Maintain the asphalt binder in storage within a range of 230 to 370°F in advance of mixing operations. Locate a sampling device on the discharge piping exiting the storage tank or at a location as approved by the Engineer. Provide a metal can of one quart capacity for binder sampling at the request of the Engineer.

SUBARTICLE 320-6.1 is deleted and the following substituted:

320-6.1 Mixing: After the aggregate is dried and properly proportioned, mix the aggregate, along with any other components, with the asphalt binder to produce a thoroughly and uniformly coated mixture. Do not produce the mix by altering the component blend percentage of the RAP or sand by more than plus or minus 5.0% from the job mix formula on the approved mix design. For mix designs using fractionated RAP, the combined blend change for all RAP components must not exceed plus or minus 5.0%. The plus or minus 5.0% maximum component change does not apply to crushed virgin aggregate components during production.

334 SUPERPAVE ASPHALT CONCRETE.

(REV 2-12-16) (FA 3-30-16) (7-16)

SUBARTICLE 334-1.2 is deleted and the following substituted:

334-1.2 Traffic Levels: The requirements for Type SP Asphalt Concrete mixtures are based on the design traffic level of the project, expressed in 18,000 pound Equivalent Single Axle Loads (ESAL's). The five traffic levels are as shown in Table 334-1.

Table 334-1
Superpave Traffic Levels

Traffic Level	Traffic Level ($1x10^6$ ESAL's)
A	<0.3
B	0.3 to <3
C	3 to <10
D	10 to <30
E	≥30

The traffic levels for the project are as specified in the Contract Documents. A Type SP mix one traffic level higher than the traffic level specified in the Contract Documents may be substituted, at no cost to the Department (i.e., Traffic Level B may be substituted for Traffic Level A, etc.). As an exception, the same traffic level and binder type that is used for the mainline traffic lanes may be placed in the shoulder at no additional cost to the Department.

SUBARTICLE 334-5.1.2 is deleted and the following substituted:

334-5.1.2 Acceptance Testing Exceptions: When the total combined quantity of hot mix asphalt for the project, as indicated in the Plans for Type SP and Type FC mixtures only, is less than 2000 tons, the Engineer will accept the mix on the basis of visual inspection. The Engineer may require the Contractor to run process control tests for informational purposes, as defined in 334-4, or may run independent verification tests to determine the acceptability of the material.

Density testing for acceptance will not be performed on widening strips or shoulders with a width of 5 feet or less, open-graded friction courses, variable thickness overbuild courses, leveling courses, any asphalt layer placed on subgrade (regardless of type), miscellaneous asphalt pavement, shared use paths, crossovers, gore areas, or any course with a specified thickness less than 1 inch or a specified spread rate that converts to less than 1 inch as described in 334-1.4. Density testing for acceptance will not be performed on asphalt courses placed on bridge decks or approach slabs; compact these courses in static mode only per the requirements of 330-7.7. In addition, density testing for acceptance will not be performed on the following areas when they are less than 1,000 feet (continuous) in length: turning lanes, acceleration lanes, deceleration lanes, shoulders, parallel parking lanes or ramps. Do not perform density testing for

acceptance in situations where the areas requiring density testing is less than 50 tons within a sublot.

Density testing for acceptance will not be performed in intersections. The limits of the intersection will be from stop bar to stop bar for both the mainline and side streets. A random core location that occurs within the intersection shall be moved forward or backward from the intersection at the direction of the Engineer.

Where density testing for acceptance is not required, compact these courses (with the exception of open-graded friction courses) in accordance with the rolling procedure (equipment and pattern) as approved by the Engineer or with Standard Rolling Procedure as specified in 330-7.2. In the event that the rolling procedure deviates from the procedure approved by the Engineer, or the Standard Rolling Procedure, placement of the mix shall be stopped.

The density pay factor (as defined in 334-8.2) for areas not requiring density testing for acceptance will be paid at the same density pay factor as for the areas requiring density testing within the same LOT. If the entire LOT does not require density testing for acceptance, the LOT will be paid at a density pay factor of 1.00.

SUBARTICLE 334-5.4.1 is deleted and the following substituted:

334-5.4.1 Lost or Missing Verification/Resolution Samples: In the event that any of the Verification and/or Resolution asphalt mixture samples that are in the custody of the Contractor are lost, damaged, destroyed, or are otherwise unavailable for testing, the minimum possible pay factor for each quality characteristic as described in 334-8.2 will be applied to the entire LOT in question, unless called for otherwise by the Engineer. Specifically, if the LOT in question has more than two sublots, the pay factor for each quality characteristic will be 0.55. If the LOT has two or less sublots, the pay factor for each quality characteristic will be 0.80. If only the roadway cores are lost, damaged, destroyed, or are otherwise unavailable for testing, then the minimum possible pay factor for density will be applied to the entire LOT in question. In either event, the material in question will also be evaluated in accordance with 334-5.9.5.

If any of the Verification and/or Resolution samples that are in the custody of the Department are lost, damaged, destroyed or are otherwise unavailable for testing, the corresponding QC test result will be considered verified, and payment will be based upon the Contractor’s data.

916 BITUMINOUS MATERIALS.

(REV 2-16-16) (FA 3-30-16) (7-16)

SECTION 916 is deleted and the following substituted:

SECTION 916
BITUMINOUS MATERIALS

916-1 General.

All products supplied under this Specification shall be one of the products included on the Approved Product List (APL). Producers seeking evaluation of a product for inclusion on the APL shall submit an application in accordance with Section 6.

For liquid anti-strip agents, in addition to the above, producers shall include a report of test results from an independent laboratory confirming the material meets the requirements of this section. In lieu of submitting test results from an independent laboratory, the Department will evaluate the material. For each liquid anti-strip agent, the producer will submit one pint of a representative sample of liquid anti-strip agent to the State Materials Office when submitting the APL application to the Department's Product Evaluation Section.

Any marked variation from the original test values for a material below the established limits or evidence of inadequate quality control or field performance of a material will be considered sufficient evidence that the properties of the material have changed, and the material will be removed from the APL.

916-2 Superpave PG Asphalt Binder:

916-2.1 Requirements: Superpave Performance Graded (PG) asphalt binders, identified as PG 52-28, PG 58-22, PG 67-22, polymer modified asphalt (PMA) binders, PG 76-22 (PMA) and PG 82-22 (PMA), and asphalt rubber binders (ARB), PG 76-22 (ARB), shall meet the requirements of 916-2 and AASHTO M 332-14. All PG asphalt binders shall meet the following additional requirements:

1. The intermediate test temperature at 10 rad/sec. for the Dynamic Shear Rheometer (DSR) test (AASHTO T 315-12) shall be 26.5ºC for PG grades PG 67 and higher.

2. An additional high temperature grade of PG 67 is added for which the high test temperature at 10 rad/sec for the DSR test (AASHTO T 315-12) shall be 67ºC.

3. All PG asphalt binders having a high temperature designation of PG 67 or lower shall be prepared without modification.

4. All PMA binders having a high temperature designation higher than PG 67 shall only be produced with a styrene-butadiene-styrene (SBS) or styrene-butadiene (SB) elastomeric polymer modifier and the resultant binder shall meet all requirements of this Section.

5. Polyphosphoric acid may be used as a modifier not exceeding 0.75% by weight of asphalt binder for PG 76-22 (PMA), PG 76-22 (ARB), and PG 82-22 (PMA) binders.

6. PG 76-22 (ARB) shall meet the additional requirements of 916-2.1.1.

7. All PG asphalt binders having a high temperature designation of PG 67 or lower shall not have a high temperature true grade more than 5.9°C higher than the specified PG grade, (for example, if a PG 58-22 is specified, do not supply a PG 64-22 or higher).

For all PG binder used in all hot mix asphalt, silicone may be added to the PG binder at the rate of 25 cubic centimeters of silicone mixed to each 5,000 gallons of PG binder. If a disbursing fluid is used in conjunction with the silicone, the resultant mixture containing the full 25 cubic centimeters of silicone shall be added in accordance with the manufacturer's recommendation. The blending of the silicone with the PG binder shall be done by the supplier prior to the shipment. When the asphalt binder will be used with a foaming warm mix technology, refer to the technology supplier's guidance on the addition of silicone.

Where an anti-strip additive is required, per the requirements of Sections 334 and 337, the amount shall be from 0.25% to 0.75% by weight of asphalt binder. The anti-strip additive shall meet the requirements of 916-4. The anti-strip additive shall be introduced into the PG binder by the supplier during loading.

916-2.1.1 Additional Requirements for PG 76-22 (ARB): The following additional requirements apply only to PG 76-22 (ARB):

1. The asphalt binder shall contain a minimum of 7.0% ground tire rubber (GTR) by weight of asphalt binder.
2. The GTR shall meet the requirements of Section 919.
3. Polymer modification is optional for PG 76-22 (ARB).
4. Use of excess PG 76-22 (ARB): The Contractor may use excess PG 76-22 (ARB) in other asphalt concrete mixes requiring the use of a PG 67-22 binder by blending with straight PG 67-22 binder so that the total amount of ground tire rubber in the binder is less than 2.0%. The Contractor may use excess PG 76-22 (ARB) in asphalt concrete mixtures requiring the use of a PG 52-28 or PG 58-22 by blending with the designated binder in such proportions that the total amount of ground tire rubber in the binder is less than 1.0%.

916-2.2 Compliance with Materials Manual: Producers of Superpave PG binders shall meet the requirements of Section 3.5, Volume II of the Department's Material Manual, which may be viewed at the following URL: http://www.dot.state.fl.us/programmanagement/Implemented/URLinSpecs/files/Section3.5-100915.pdf

916-2.3 Reporting: Specification compliance testing results shall be reported for the tests in the table below, unless noted otherwise. Quality control (QC) testing results shall be reported for original binder DSR (G/sin δ and phase angle, as applicable).

SUPERPAVE PG ASPHALT BINDER		
Test and Method	Conditions	Specification Minimum/Maximum Value
Superpave PG Asphalt Binder Grade		Report
APL Number		Report
Modifier (name and type)	Polymer, Ground Tire Rubber with Approved Product List (APL) number, Sulfur, PPA, REOB, and any Rejuvenating Agents	Report
Original Binder		
Solubility, AASHTO T 44-14	in Trichloroethylene	Minimum 99.0% (Not applicable for PG 76-22 (ARB))
Flash Point, AASHTO T 48-06 (2015)	Cleveland Open Cup	Minimum 450ºF
Rotational Viscosity, AASHTO T 316-13	275ºF	Maximum 3 Pa·s[a]
Dynamic Shear Rheometer [b], AASHTO T 315-12	$G^*/\sin\delta$	Minimum 1.00 kPa
	Phase Angle, δ[c] PG 76-22 (PMA) and PG 76-22 (ARB)[d] PG 82-22 (PMA)	Maximum 75 degrees Maximum 65 degrees
Separation Test, ASTM D 7173-14 and Softening Point, AASHTO T 53-09 (2013)	163±5°C 48 hours	Maximum 15°F (PG 76-22 (ARB) only)
Rolling Thin Film Oven Test Residue (AASHTO T 240-09)		
Rolling Thin Film Oven, AASHTO T 240-13	Mass Change %	Maximum 1.00
Multiple Stress Creep Recovery, $J_{nr,\,3.2}$ AASHTO M 332-14	Grade Temperature (Unmodified binders only)	"S" = 4.50kPa^{-1} max
Multiple Stress Creep Recovery, $J_{nr,\,3.2}$[d, e, f] AASHTO M 332-14	67°C (Modified binders only)	"V" = 1.0 kPa^{-1} max "E" = 0.5 kPa^{-1} max Maximum $J_{nr,diff}$ = 75%
Multiple Stress Creep Recovery, %Recovery[d, e] AASHTO M 332-14	67°C (Modified binders only)	$\%R_{3.2} \geq 29.37 (J_{nr,\,3.2})^{-0.2633}$

Pressure Aging Vessel Residue (AASHTO R 28-12)		
Dynamic Shear Rheometer, AASHTO T 315-12	$G^{*}\sin\delta$, 10 rad/sec.	Maximum 5000 kPa[f, g]
Creep Stiffness, AASHTO T 313-12	S (Stiffness), @ 60 sec. m-value, @ 60 sec.	Maximum 300 MPa Minimum 0.300

(a) Binders with values higher than 3 Pa·s should be used with caution and only after consulting with the supplier as to any special handling procedures, including pumping capabilities.
(b) Dynamic Shear Rheometer (AASHTO T 315) shall be performed on original binders for the purposes of QC testing only.
(c) The original binder phase angle (AASHTO T 315-12) shall be performed at grade temperature.
(d) AASHTO T 315-12 and AASHTO T 350-14 will be performed at a 2 mm gap for PG 76-22 (ARB)
(e) All binders with a high temperature designation >67 will be tested at 67°C. PG 76-22 (PMA) and PG 76-22 (ARB) shall pass a "V" graded and PG 82-22 (PMA) shall pass an "E" grade per AASHTO M 332-14.
(f) A maximum Jnr diff = 75% does not apply for any Jnr value < 0.5 kPa-1.
(g) For all PG grades of a PG 67 or higher, perform the PAV residue testing at 26.5°C with a maximum of 5000 kPa.

916-3 Asphalt Emulsions.

916-3.1 Compliance with Materials Manual: Producers of asphalt emulsions shall meet the requirements of Section 3.4, Volume II of the Department's Material Manual, which may be viewed at the following URL: http://www.dot.state.fl.us/programmanagement/Implemented/URLinSpecs/files/Section3.4-100915.pdf

916-3.2 Requirements: Use a prime coat meeting the requirements of AASHTO M 140-13 for anionic emulsions, AASHTO M 208-01 (2013) or AASHTO M 316-13 for cationic emulsions, or as specified in the Producer's QC Plan. For anionic emulsions, the cement mixing test will be waived. For tack products the minimum testing requirements shall include percent residue, naphtha content (as needed), one-day storage stability, sieve test, Saybolt Furol viscosity, original DSR, and solubility (on an annual basis). Residue testing shall be performed on residue obtained from distillation (AASHTO T 59-15) or low- temperature evaporation (AASHTO PP 72-11(2013) Method B).

916-4 Liquid Anti-strip Agents.

916-4.1 Requirements: Liquid anti-strip agents shall be tested in accordance with FM 1-T 283. A minimum tensile strength ratio of 0.80 must be obtained when testing the liquid anti-strip with various aggregate sources and two nominal maximum aggregate size mixtures. Specific requirements are contained in the APL process.

916-4.2 Mix Design Verification: Inclusion of a liquid anti-strip agent on the APL does not guarantee that the anti-strip will be approved for use in an asphalt mixture. Particular aggregate sources may require moisture susceptibility testing per FM 1-T 283 for each mix design. Results from this testing may meet the Department's requirement of minimum tensile strength ratio of 0.80 or may indicate the need for a larger dosage rate of anti-strip agent (up to 0.75% maximum) or a different anti-strip agent to meet the specification requirements.

THIS COMPLETES THIS SPECIFICATIONS PACKAGE

EXHIBIT 2
CONTRACTOR'S RESPONSE TO ITB 17-32

General Info

Total:

$724,966.73

Number

17-32

Deadline

06/20/2017 02:01 PM CDT

Vendor

C.W. Roberts Contracting, Inc.

Submitted

06/20/2017 09:31 AM CDT **Signed By** Jeremy Powell

Opened

06/20/2017 02:02 PM CDT **By** kgrindle@baycountyfl.gov

Description

Richard Bayou Sediment Reduction Project

Allows zero unit prices and labor

Yes

Allows negative unit prices and labor

Yes

PRE-BID MEETING

MANDATORY PRE-BID MEETING

A MANDATORY Pre-Bid Meeting will be held at 10:00 am on Thursday, June 1, 2017 in the Public Works Conference Room, 840 W. 11th Street, Panama City, FL 32401.

Note: Bidders shall attend the pre-bid meeting. Any Bidder who fails to attend will be deemed non-responsive and automatically disqualified from further consideration. The purpose of this meeting is to familiarize bidders with the project and answer questions. All bidders must be present and signed in prior to the start of the Mandatory Pre-Bid Meeting. The convener of the meeting will collect the sign in sheet(s) and the meeting will "Officially" start. Anyone not signed in at the "Official" start of the meeting will be considered late and will not be allowed to bid on the project. Please allow 10 to 15 minutes to sign in prior to the start of the Mandatory Pre-Bid Meeting.

In the event that any discussions or questions at the pre-bid meeting or afterward require additional clarification the COUNTY will issue a written summary of questions and answers as an addendum to this Invitation to Bid.

Bid Price

$724,966.73

BID ITEM	DESCRIPTION	UNIT	QUANTITY	Price	Extension
101-1	MOBILIZATION	LS	1.0000	$67,025.00	$67,025.00
102-1	MAINTENANCE OF TRAFFIC	LS	1.0000	$34,000.00	$34,000.00
102-3	COMMERCIAL MATERIAL FOR DRIVEWAY	CY	58.0000	$36.25	$2,102.50
104-10-3	SEDIMENT BARRIER	LF	9,700.0000	$2.10	$20,370.00
104-11	FLOATING TURBIDITY BARRIER	LF	110.0000	$6.55	$720.50
110-1-1	CLEARING AND GRUBBING	LS	1.0000	$21,000.00	$21,000.00
110-7-1	MAILBOX, FURNISH AND INSTALL	EA	6.0000	$261.00	$1,566.00
120-1	REGULAR EXCAVATION (PLAN QUANTITY)	CY	1,705.0000	$8.75	$14,918.75
120-6	EMBANKMENT	CY	1,560.0000	$20.10	$31,356.00
160-4	TYPE B STABILIZATION	SY	12,453.0000	$4.00	$49,812.00
285-704	OPTIONAL BASE GROUP 4 (6" LIMEROCK, LBR 100)	SY	12,071.0000	$10.60	$127,952.60
334-1-23	SUPERPAVE ASPH CONC, TRAF C, PG 76-22, PMA	TN	114.0000	$144.00	$16,416.00
400-1-2	CONCRETE CLASS I, ENDWALLS	CY	16.5400	$1,682.00	$27,820.28
430-174-118	PIPE CULVERT, RCP, ROUND, 18", SD	LF	32.0000	$76.15	$2,436.80
430-174-218	PIPE CULVERT, RCP, ELIPTICAL, 14X23", SD	LF	112.0000	$60.15	$6,736.80
430-174-124	PIPE CULVERT, RCP, ROUND, 24", SD	LF	18.0000	$83.25	$1,498.50
430-174-224	PIPE CULVERT, RCP, ELIPTICAL, 19X30", SD	LF	132.0000	$75.60	$9,979.20
430-175-118	PIPE CULVERT, RCP, ROUND, 18", CD	LF	62.0000	$77.50	$4,805.00
430-175-218	PIPE CULVERT, RCP, ELIPTICAL, 14X23", CD	LF	80.0000	$59.00	$4,720.00
430-175-224	PIPE CULVERT, RCP, ELIPTICAL, 19X30", CD	LF	168.0000	$74.10	$12,448.80
430-982-125	MITERED END SECTION, ROUND, 18", CD	EA	2.0000	$1,985.00	$3,970.00
430-984-125	MITERED END SECTION, ROUND, 18", SD	EA	4.0000	$1,926.00	$7,704.00
430-984-625	MITERED END SECTION, ELIPTICAL, 14X23", SD	EA	4.0000	$1,967.00	$7,868.00
430-984-129	MITERED END SECTION, ROUND, 24", SD	EA	2.0000	$2,641.00	$5,282.00
430-984-629	MITERED END SECTION, ELIPTICAL, 19X30", SD	EA	10.0000	$2,342.00	$23,420.00

Bid Price

$724,966.73

BID ITEM	DESCRIPTION	UNIT	QUANTITY	Price	Extension
530-3-4	RIPRAP, RUBBLE, F&I, DITCH LINING	TN	31.0000	$155.00	$4,805.00
570-1-2	PERFORMANCE TURF (BAHIA/BERMUDA)	SY	16,491.0000	$3.00	$49,473.00
711-11-125	THERMOPLASTIC, STANDARD, WHITE SOLID, 24"	LF	40.0000	$39.55	$1,582.00
MISC 1	OPEN GRADE ASPHALT	TN	1,966.0000	$83.00	$163,178.00
					Total: $724,966.73

ATTACHMENT LIST

17-32 richard bayou sediment reduction project.pdf

attachment 1 pay item notes.pdf

attachment 2 - specifications package.pdf

attachment 3 fdep grant nf009.pdf

attachment 4 federal regulations.pdf

attachment 5 permits.pdf

attachment 6 project plans.pdf

addendum 1 - richard bayou sediment reduction project.pdf

REQUIRED DOCUMENT LIST

Name	Omission Terms	Submitted File
Bid Bond A Bid Bond, in the amount of 5% of the proposed base bid contract amount		bid bond.pdf
Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion FEMA required document		debarment.pdf
APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING FEMA required document		lobbying.pdf
3 Required Documents		

BID FORM

This proposal of *

C.W. Roberts Contracting Inc.

hereinafter called "BIDDER," organized and existing under the laws of the State of *

Florida

doing business as (Insert "a corporation", "apartnership" or "an individual" as applicable) *

a corporation

Signed with property authority and on behalf of *

C.W. Roberts Contracting, Inc.

Name of Firm *

C.W. Roberts Contracting, Inc.

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.

Contractor agrees to perform the entire work as indicated and in compliance with the Contract Documents and Specifications, complete in every detail.

Authorized Signature *

Jeremy Powell

Title *

Estimator

Date *

6/16/17

Firm Address *

1603 Bay Ave., Panama City, FL 32405

Contact E-Mail *

jpowell@cwrcontracting.com

BID BOND

A Bid Bond, in the amount of 5% of the proposed base bid contract amount, shall accompany each bid. A scanned copy may be submitted with the e-bid. The original bid bond shall be delivered within 24 hours after bid opening.

ADDENDUM ACKNOWLEDGEMENT

I acknowledge receipt of the following addenda (select + to add fields)

Addendum No. *	**Date ***
1	6/14/17

Name of Firm *

C.W. Roberts Contracting, Inc.

Authorized Signature *

Jeremy Powell

Title *

Estimator

Date *

6/16/17

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: *

C.W. Roberts Contracting, Inc.

Authorized Signature: *

Jeremy Powell

Title: *

Estimator

Date: *

6/16/17

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), or 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.

Select one: *

No

Names (Click the + icon to add more)

Name:	Position:

Name of Firm: *

C.W. Roberts Contracting, Inc.

Authorized Signature: *

Jeremy Powell

Title: *

Estimator

Date: *

6/16/17

IDENTICAL TIE BIDS/DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more submittals, which are equal with respect to price, quality, and service, are received by the County for the procurement of commodities or contractual services, a submittal 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 firms have a drug-free workplace program. To have a drug-free workplace program, a business shall:
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.
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.

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

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.

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: *

This firm complies fully with the above requirements.

Name of Firm: *

C.W. Roberts Contracting, Inc.

Authorized Signature: *

Jeremy Powell

Title: *

Estimator

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 (Add more by clicking the + icon)

Subcontractor Name and Address: *

Porter Construction Company, Inc., 4910 Hartsfield Road, P.O. Box 923, Marianna, Florida 32447

Work to be performed: *

Grassing

Amount: *

$30,508.00

Subcontractor (Add more by clicking the + icon) 1

Subcontractor Name and Address: *

Tightline Construction, Inc., 3601 East 11th Street, Panama City, Fl 32401

Work to be performed: *

Concrete Flatwork

Amount: *

$11,100.00

Subcontractor (Add more by clicking the + icon) 2

Subcontractor Name and Address: *

Emerald Coast Striping, 1901 East Avenue, Panama City, Fl 32405

Work to be performed: *

Striping

Amount: *

$1,600.00

Subcontractor (Add more by clicking the + icon) 3

Subcontractor Name and Address: *

Acme Barricades, 1675 Commerce Blvd, Midway Fl, 32343

Work to be performed: *

MOT

Amount: *

$4,160.00

Name of Firm: *

C.W. Roberts Contracting, Inc.

Authorized Signature: *

Jeremy Powell

Title: *	**Date: ***
Estimator	6/16/17

BID BOND

BY THIS BOND, We, C.W. Roberts Contracting, Inc. as Principal and Western Surety Company, a corporation, as Surety, are bound to the Board of County Commissioners, Bay County, Florida, as County, in the sum of $ 5% of the amount bid for the payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally. THE CONDITION of this bond is such that

1. The Principal has submitted to the County a certain Bid dated June 20, 2017.
2. If said Bid shall be rejected, or, if said Bid shall be accepted and the Principal shall execute and deliver a Contract, and furnish bonds for the faithful performances of work and for the payment of all persons performing labor and furnishing materials in connection therewith, and shall fulfill all other aspects created by the acceptance of said Bid, then this obligation shall be void. Otherwise, this bond shall remain in full force and effect with it being expressly understood and agreed that the liability of the Surety and for any and all claims hereunder shall, in no event, exceed the amount of this obligation.

This Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and this bond shall, in no way, be impaired or affected by any extension of time within which the County may accept such Bid; and Surety hereby waives notice of any such extension.

Signed, sealed and delivered on June 20, 2017

CORPORATE PRINCIPAL

C.W. Roberts Contracting, Inc.

By: _____ Attest: _____

Its: Darryl Carpenter, Vice President Seal:

Acknowledged and subscribed on June 20, 2017, before the undersigned authority by Darryl Carpenter, as the Vice President of the Corporation named as Principal and with due authorization of the Corporation.

_____
Notary Public

SHEILA HAWLEY
Notary Public - State of Florida
My Comm. Expires May 26, 2018
Commission # FF 126274

SURETY Western Surety Company

By: _____ Attest: _____

Renee Ellis, Attorney in Fact

Seal:

Countersigned:
By: _____
~~Attorney-in-Fact~~, State of Florida
Robert Corley McLendon

SHEILA HAWLEY
Notary Public - State of Florida
My Comm. Expires May 26, 2018
Commission # FF 172274

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J Gentile, Billie Jo Sanders, Renee Ellis, Paul B Scott Jr, David J Durden, Milton A Kopf III, Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 19th day of June, 2015.

WESTERN SURETY COMPANY

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 19th day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
February 12, 2021

S. EICH NOTARY PUBLIC SOUTH DAKOTA SEAL

S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 20th day of June, 2017.

WESTERN SURETY COMPANY

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

L. Nelson, Assistant Secretary

Form F4280-7-2012

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

Contractor Covered Transactions

(1) The prospective contractor of the Recipient, C.W. Roberts Contracting, Inc, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Recipient's contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

CONTRACTOR:

CW Roberts Contracting, Inc.

By Dal Carpenter
Signature

Darryl Carpenter/Vice President
Name and Title

1603 Bay Avenue
Street Address

Panama City, Florida 32405
City, State, Zip

June 20, 2017
Date

Bay County Board of County Commissioners
Recipient's Name

Division Contract Number

FEMA Project Number

APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding $100,000)

The undersigned certifies, to the best of his or her knowledge, 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 influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
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.

The Contractor, CW Roberts Contracting, Inc., 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. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Darryl Carpenter/Vice President
Name and Title of Contractor's Authorized Official

June 20, 2017
Date

EXHIBIT 3
FDEP GRANT AGREEMENT NO. NF009
RICHARD BAYOU SEDIMENT REDUCTION PROJECT

DEP AGREEMENT NO. NF009

STATE OF FLORIDA
GRANT AGREEMENT
PURSUANT TO
ENVIRONMENTAL PROTECTION AGENCY GRANT AWARD(S)

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the BAY COUNTY BOARD OF COUNTY COMMISSIONERS, whose address is 840 West 11th Street, Panama City, Florida 32401, (hereinafter referred to as "Grantee"), a local government, to provide financial assistance for the Bay County Richard Bayou Sediment Reduction.

WHEREAS, the Department is the recipient of federal financial assistance from the U.S. Environmental Protection Agency (EPA); and,

WHEREAS, the Department was awarded funding by the EPA pursuant to Grant Agreement No. C9-99451515-0; and,

WHEREAS, the Grantee has been determined to be a subrecipient of federal financial assistance from the EPA; and,

WHEREAS, the Grantee is responsible for complying with the appropriate federal guidelines in performance of its activities pursuant to this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual benefits to be derived herefrom, the Department and the Grantee do hereby agree as follows:

1. The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Grant Work Plan**, and all attachments and exhibits named herein which are attached hereto and incorporated by reference.

2. This Agreement shall begin upon execution by both parties and **shall remain in effect until** December 31, 2018, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement. The Grantee may claim allowable project expenditures made on or after October 1, 2014 for purposes of meeting its match requirement identified in paragraph 3. This Agreement may be amended to provide for additional services if additional funding is made available by EPA and/or the Legislature.

3. A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis up to a maximum of $380,140.00 towards the total estimated project cost of $691,170.00. The parties hereto understand and agree that this Agreement requires at least a 45% match on the part of the Grantee. Therefore, the Grantee is responsible for providing $311,030.00 through cash or third party in-kind, towards the work funded under this Agreement. All match shall meet the federal requirements established in 40 CFR Part 30, 40 CFR Part 31 and OMB Circulars A-87 (2 CFR 225), A-122 (2 CFR 230) and A-21 (2 CFR 220), as applicable. It is understood that any additional funds necessary for the completion of this project are the responsibility of the Grantee. The Grantee will report those expenditures to the Department in the Final Report as required under Task 4 in Attachment A.

B. Changes less than 10% of the total approved deliverable budget will require a formal change order to the Agreement. Changes greater than 10% of the total approved deliverable budget and/or changes that transfer funds from one deliverable to another or that increase or decrease the total funding amount will require a formal amendment to the Agreement.

C. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs, upon the completion, submittal and approval of the deliverables identified in **Attachment A.** Reimbursement shall be requested, utilizing **Attachment B, Payment Request Summary Form,** in accordance with the schedule in Attachment A. Each payment request must be accompanied by **Attachment C, MBE/WBE Procurement Reporting Form.** Failure to provide Attachment C shall result in a delay in processing the payment until such time as the appropriate information is provided to the Department. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Department no later than sixty (60) days following the completion date of the Agreement, to assure the availability of funds for payment. Each payment request submitted shall document all matching funds and/or match efforts (i.e. in-kind services) provided during the period covered by each request. The final payment request shall not be processed until the match requirement has been met.

D. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. In accordance with the **Attachment D, Contract Payment Requirements**, the Grantee shall comply with the minimum requirements set forth therein. The Payment Request Summary Form shall be accompanied by supporting documentation and other requirements as follows:

i. Contractual (Subcontractors) - Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the project. All multipliers used (i.e. fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. For fixed price (vendor) subcontracts, the following provisions shall apply:

a. The Grantee may award, on a competitive basis, fixed price subcontracts to consultants/contractors in performing the work described in Attachment A. Invoices submitted to the Department for fixed price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (Invitation to Bid or Request for Proposals) resulting in the fixed price subcontract.

b. The Grantee may request approval from the Department to award a fixed price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon

receipt of the Department Grant Manager's approval of the fixed price amount, the Grantee may proceed in finalizing the fixed price subcontract.

c. All subcontracts are subject to the provisions of paragraph 13 and any other appropriate provisions of this Agreement which affect subcontracting activities.

E. In addition to the invoicing requirements contained in paragraphs 3.C. and D. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. When requested, this information must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at http://www.fldfs.com/aadir/reference%5Fguide; allowable costs for Federal Programs can be found under 48 CFR Part 31 and Appendix E of 45 CFR Part 74, at http://www.access.gpo.gov/nara/cfr/cfr-table-search.html and OMB Circulars A-87 (2 CFR 225), A-122 (2 CFR 230), A-21 (2 CFR 220); and administrative requirements can be found in OMB Circulars A-102 and A-110 (2 CFR 215) at http://www.whitehouse.gov/omb/circulars/index.html#numerical.

F. Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this Agreement. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except to the extent authorized as a direct cost of carrying out the work identified in Attachment A, Grant Work Plan.

G. Allowable costs will be determined in accordance with the cost principles applicable to the organization incurring the costs. For purposes of this Agreement, the following cost principles are incorporated by reference.

Organization Type	**Applicable Cost Principles**
State, local or Indian tribal government.	OMB Circular A-87 (2 CFR 225)
Private non-profit organization other than (1) an institution of higher education, (2) hospital, or (3) organization named in OMB Circular A-122 as not subject to that circular.	OMB Circular A-122 (2 CFR 230)
Education Institutions	OMB Circular A-21 (2 CFR 220)
For-profit organization other than a hospital and an organization named in OMB A-122 as not subject to that circular.	48 CFR Part 31, Contract Cost Principles and Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal agency.
Hospital	45 CFR Subtitle A - Appendix E to Part 74-Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals

H. i. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.

iii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

I. The federal funds awarded under this Agreement must comply with ***The Federal Funding Accountability and Transparency Act (FFATA) of 2006***. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. Grant Recipients awarded a new Federal grant greater than or equal to $25,000 awarded on or after October 1, 2010 are subject to the FFATA. The Grantee agrees to provide the information necessary, over the life of this Agreement, for the Department to comply with this requirement.

J. The table below identifies the funding supporting this Agreement and EPA Grants providing the funds.

EPA Grant Number	CFDA	Program Title	Funding Amount
C9-99451515-0	66.460	Nonpoint Source Implementation Grants	$380,140.00
		Total Funding:	$380,140.00

4. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations.

5. A. Progress Reports shall be submitted to the Department's Grant Manager no later than twenty (20) days following the completion of the quarterly reporting period. Each Progress Report shall be

submitted on **Attachment E, Progress Report Form**, and shall describe the work performed during the reporting period, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. The Final Project Report shall be submitted no later than the completion date of the Agreement. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee. Final payment, up to ten (10) percent of the total Agreement amount identified in paragraph 3.A., may be withheld until all work is completed, all deliverables have been submitted, match requirements have been met and the Final Project Report has been received and approved.

B. A draft comprehensive final report must be submitted electronically in Microsoft Word format in accordance with the schedule outlined in Attachment A. The Department will review the draft final report and provide comments for inclusion in the final report within thirty (30) days. One electronic copy in Adobe.pdf format or Microsoft Word Format, of a comprehensive final report must be submitted in accordance with the schedule and submission requirements outlined in **Attachment A.** The Grantee's final report shall include an accounting of all project expenses, a report of all matching funds contributed on behalf of the Grantee, and a statement acknowledging that the project has been supported by a grant from the U.S. Environmental Protection Agency. The following language shall be included on the cover page of the final project report:

> "This project and the preparation of this report was funded in part by a Section 319 Nonpoint Source Management Program Implementation grant from the U.S. Environmental Protection Agency through an agreement/contract with the Nonpoint Source Management Section of the Florida Department of Environmental Protection. The total cost of the project was $[show actual amount], of which $[show actual amount] or [show actual percentage] percent was provided by the U.S. Environmental Protection Agency."

Additionally, all other final deliverables required by this Agreement (such as booklets, pamphlets, videos, scientific papers, etc.) which were funded in whole or in part by federal sources shall include the language below to acknowledge the federal government's participation in the project.

> "This _____ (booklet, pamphlet, video, paper, etc. as appropriate) was funded in part by a Section 319 Nonpoint Source Management Program Implementation grant from the U.S. Environmental Protection Agency through an agreement/contract with the Nonpoint Source Management Section of the Florida Department of Environmental Protection."

C. The Grantee agrees to provide a copy of any draft report and/or final report to the Department before making, or allowing to be made, a press release, publication, or other public announcement of the project's outcome. This shall not be construed to be a limitation upon the operation and applicability of Chapter 119, Florida Statutes.

D. The Grantee agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority, and Women's Business Enterprises in procurement under this Agreement.

i. The Grantee accepts the Minority Business Enterprise/Women's Business Enterprise (MBE/WBE) "Fair Share" goals and objectives negotiated with EPA as follows:

Florida Fair Share Goals	
Industry	Goal
Equipment	9% MBE and 3% WBE
Supplies	
Services	
Construction	

ii. If the Grantee does not want to rely on the applicable State's MBE/WBE goals, the Grantee agrees to submit proposed MBE/WBE goals based on availability of qualified minority and women-owned businesses to do work in the relevant market for construction, services, supplies and equipment. "Fair Share" objectives must be submitted to the EPA Grants Management Office, 61 Forsyth Street, Atlanta, GA 30303 within thirty (30) calendar days of award and approved by EPA no later than thirty (30) calendar days thereafter. Copies of all correspondence with EPA shall also be forwarded to the Department's Grant Manager.

iii. The Grantee agrees to ensure, to the fullest extent possible, that at least the applicable "Fair Share" objectives of Federal funds for prime contracts or subcontracts for supplies, construction, equipment or services are made available to organizations owned or controlled by socially and economically disadvantaged individuals, women and Historically Black Colleges and Universities.

iv. The Grantee agrees to include in its bid documents the applicable "Fair Share" objectives and require all of its prime contractors to include in their bid documents for subcontracts the negotiated "Fair Share" percentages.

v. The Grantee agrees to follow the six good faith efforts or positive efforts stated in 40 C.F.R. 33, as appropriate, and retain records documenting compliance.

vi. The Grantee agrees to submit a report documenting MBE/WBE utilization under federal grants in conjunction with the required payment request form (see paragraph 3.C).

vii. If race and/or gender neutral efforts prove inadequate to achieve a "Fair Share" objective, the Grantee agrees to notify the Department and EPA in advance of any race and/or gender conscious action it plans to take to more closely achieve the "Fair Share" objective.

viii. In accordance with Section 129 of Public Law 100-590, the Small Business Administration Reauthorization and Amendment Act of 1988, the Grantee agrees to utilize and to encourage any prime contractors under this Agreement to utilize small businesses located in rural areas to the maximum extent possible. The Grantee agrees to follow the six affirmative steps stated in six good faith efforts stated in 40 C.F.R. 33, as appropriate, in the award of any contracts under this Agreement.

E. In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007) and/or 40 CFR 30.16, the Grantee agrees to use recycled paper and double sided printing for all reports which are prepared as a part of this Agreement and delivered to the Department. This requirement does not apply to reports which are prepared on forms supplied by EPA. This requirement does not apply to invoices and their documentation, which are required to be single sided. This requirement applies even when the cost of recycled paper is higher than that of virgin paper.

F. Any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth in Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962). Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds $10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was $10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the

purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

6. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

7. A. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.

   B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.

   C. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1)(a), Florida Statutes.

8. No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) days.

   A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.

   B. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.

   C. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement.

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

9. If the Grantee materially fails to comply with the terms and conditions of this Agreement, including any Federal or State statutes, rules or regulations, applicable to this Agreement, the Department may take one or more of the following actions.

   A. Temporarily withhold cash payments pending correction of the deficiency by the Grantee.

   B. Disallow (that is, 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.

   C. Wholly or partly suspend or terminate this Agreement.

   D. Withhold further awards for the project or program.

   E. Take other remedies that may be legally available.

   F. Costs of the Grantee resulting from obligations incurred by the Grantee during a suspension or after termination of the Agreement are not allowable unless the Department expressly authorizes them in the notice of suspension or termination. Other Grantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if the following apply.

      i. The costs result from obligations which were properly incurred by the Grantee before the effective date of suspension or termination, are not in anticipation of it, and in the case of termination, are noncancellable.

      ii. The cost would be allowable if the Agreement were not suspended or expired normally at the end of the funding period in which the termination takes place.

   G. The remedies identified above, do not preclude the Grantee from being subject to debarment and suspension under Executive Orders 12549 and 12689.

10. The Department shall have the right to demand a refund, either in whole or part, of the funds provided to the Grantee for noncompliance with the terms of this Agreement.

11. A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The United States Environmental Protection Agency, the Comptroller General of the United States, the Department of Environmental Protection, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion. In the event any work is subgranted or subcontracted, the Grantee shall similarly require each subgrantee and subcontractor to maintain and allow access to such records for audit purposes.

    B. The Grantee agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

    C. Records for real property and equipment acquired with Federal funds shall be retained for five (5) years following final disposition.

12. A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment F, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1** to **Attachment F** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment F**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grant Manager to request a copy of the updated information.

B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment F, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section ___.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

https://apps.fldfs.com/fsaa

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

13. A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) days after execution. Regardless of any subcontract, the Grantee is ultimately responsible for all work performed under this Agreement. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

B. The Grantee agrees to comply with the procurement requirements contained in 40 C.F.R. 31.36 for its selection of subcontractors.

C. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

14. A. The Grantee certifies that no Federally-appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Grantee, 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, renewal, amending or modifying of any Federal contract, grant, or cooperative agreement. If any non-Federal funds are used for lobbying activities as described above, the Grantee shall submit **Attachment G, Standard Form-LLL, "Disclosure of Lobbying Activities"** and shall file quarterly updates of any material changes. The Grantee shall require the language of this

certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly. **[40 CFR 34]**

B. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.

C. Pursuant to the Lobbying Disclosure Act of 1995, any organization described in Section 501(c)4 of the Internal Revenue Code of 1986 shall not be eligible for subgrants under this Agreement, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subgrant. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.

D. The Grantee's Chief Executive Officer shall certify that no funds provided under this Agreement have been used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The Grantee shall submit **Attachment H**, "**Lobbying and Litigation Certificate**" to the Department within ninety (90) days following the completion of the Agreement period.

15. The Grantee shall comply with all applicable federal, state and local rules and regulations in performing under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

16. Any notices between the parties shall be considered delivered when posted by Certified Mail, return receipt requested, or overnight courier service, or delivered in person to the Grant Managers at the addresses below.

17. The Department's Grant Manager (which may also be referred to as the Department's Project Manager) for this Agreement are identified below.

Michael M. Scheinkman	
Florida Department of Environmental Protection	
Nonpoint Source Management Section	
3900 Commonwealth Boulevard, MS# 3570	
Tallahassee, Florida 32399-3000	
Telephone No.:	850 245 2951
Fax No.:	850 245 2857
E-mail Address:	Michael.scheinkman@dep.state.fl.us

18. The Grantee's Grant Manager (which may also be referred to as the Grantee's Project Manager) for this Agreement is identified below.

Natasha Lithway	
Bay County Public Works Department	
Stormwater Section	
840 West 11th Street	
Panama City, Florida 32401	
Telephone No.:	850 248 8301
Fax No.:	850 248 8343
E-mail Address:	nlithway@baycountyfl.gov

19. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of its employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.

20.

A. The Grantee shall secure and maintain Commercial General Liability insurance including bodily injury and property damage. The minimum limits of liability shall be $100,000 each occurrence and $300,000 aggregate. This insurance will provide coverage for all claims that may arise from the services and/or operations completed under this Agreement, whether such services and/or operations are by the Grantee or anyone directly or indirectly employed by him. Such insurance shall include the State of Florida as an Additional Insured for the entire length of the Agreement.

B. The Grantee shall secure and maintain Commercial Automobile Liability insurance for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the Grantee or by anyone directly, or indirectly employed by him. The minimum limits of liability shall be as follows:

$300,000 Automobile Liability Combined Single Limit for Company Owned Vehicles, if applicable

$300,000 Hired and Non-owned Liability Coverage

C. All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) days written notice (with the exception of non-payment of premium which requires a 10 day notice) to the Department's Procurement Administrator.

21. The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

22. Reimbursement for equipment purchases costing $1,000 or more is not authorized under the terms and conditions of this Project Agreement.

23. The Department may at any time, by written order designated to be a change order, make any change in the Grant Manager information or task timelines within the current authorized Agreement period. All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the Grantee's cost or time, shall require formal amendment to this Agreement.

24. The Hotel and Motel Fire Safety Act of 1990 (Public Law 101-391) establishes a number of fire safety standards which must be met for hotels and motels. The Grantee acknowledges that Federal funds may not be used to sponsor a conference, meeting, or training seminar held in a hotel or motel which does not meet the requirements of the Hotel and Motel Fire Safety Act of 1990.

25. A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

    B. An entity or affiliate who has been placed on the discriminatory vendor list 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

26. In accordance with Executive Order 12549, Debarment and Suspension **(2 CFR 180 and 1532)**, the Grantee agrees and certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the Grantee shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction, unless authorized in writing by EPA to the Department. The Grantee shall include the language of this section in all subcontracts or lower tier agreements executed to support the Grantee's work under this Agreement.

27. The Environmental Protection Agency and Department reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:

    A. The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant.

    B. Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

28. The Grantee agrees to comply with, and include as appropriate in contracts and subgrants, the provisions contained in **Attachment I, Contract Provisions**, attached hereto and made a part hereof. In addition, the Grantee acknowledges that the applicable regulations listed in **Attachment J, Regulations**, attached hereto and made a part hereof, shall apply to this Agreement.

29. Land acquisition is not authorized under the terms of this Agreement.

30. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as

to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

31. This Agreement and any Amendments and Change Orders hereto may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

32. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

BAY COUNTY BOARD OF
COUNTY COMMISSIONERS

By: _____
Title:* Mike Nelson, Chairman

Date: August 2, 2016

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Secretary or designee

Date: 8/9/16

Michael M. Scheinkman
Michael M. Scheinkman, DEP Grant Manager

Kate Murchison
DEP QC Reviewer

FEID No.: 59-6000512

*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the governmental board/commission must accompany the Agreement.

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A	Grant Work Plan (5 Pages)
Attachment	B	Payment Request Summary Form and Instructions (3 Pages)
Attachment	C	MBE/WBE Procurement Reporting Form and Instructions (7 Pages)
Attachment	D	Contract Payment Requirements (1 Page)
Attachment	E	Progress Report Form (1 Page)
Attachment	F	Special Audit Requirements (5 Pages)
Attachment	G	Disclosure of Lobbying Activities (2 Pages)
Attachment	H	Lobbying and Litigation Certificate (1 Page)
Attachment	I	Contract Provisions (4 Pages)
Attachment	J	Regulations (1 Page)

ATTACHMENT A
GRANT WORK PLAN

PROJECT TITLE: Richard Bayou Sediment Reduction Project

PROJECT AUTHORITY: The Grantee received funding for this project from the Nonpoint Source Implementation Grant, C9-99451515-0, referenced by the Department as Grant No. 31915. Monitoring and auditing guidelines, as related to the Federal Single Audit Act, are specified in the Catalog of Federal Assistance (CDFA), No.66.460.

PROJECT LOCATION: The Project will be located in the East Bay Watershed approximately 20 miles southeast of Panama City in Bay County, Florida. Latitude (decimal degrees): 30.060869 N; Longitude (decimal degrees): 85.485461 W. See Figures 1 and 2 for location maps.

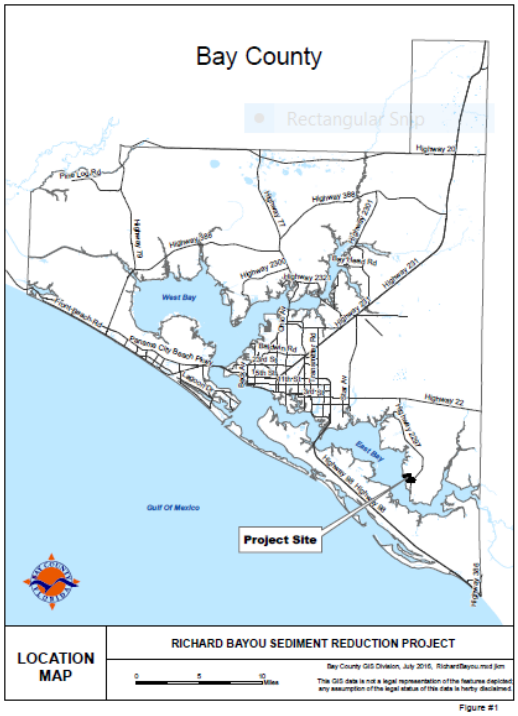


Figure 1. Map showing the general location of the project southeast of Panama City, FL.

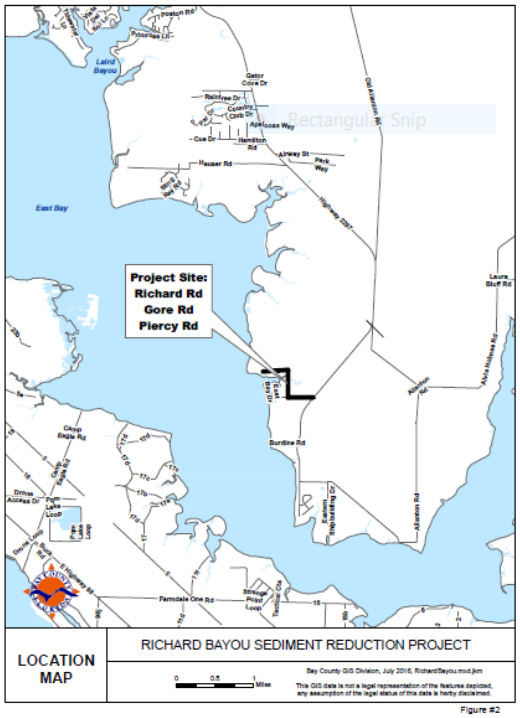


Figure 2. Map showing details about the project location in the East Bay Watershed.

PROJECT BACKGROUND: Northwest Florida encompasses an abundance of rivers, streams, tributaries, and wetlands that support a rich and diverse assemblage of aquatic species (Means, 1977; Yerger 1977; Swift et. al., 1977). These aquatic ecosystems are particularly critical to the conservation of a number of rare and imperiled freshwater mussel and fish species (Masters et al., 1998). Most of these ecosystems, however, have been affected, and many have been significantly degraded, by widespread and persistent sedimentation from unpaved roads. In many cases, habitat degradation, fragmentation, and/or loss associated with sedimentation is directly related to aquatic species declines and federal and state listing status.

Environmental impacts associated with unpaved roads can be minimized through selective road maintenance, road upgrading and downgrading, road rehabilitation, and/or decommissioning of unnecessary roads. It was determined that the appropriate Best Management Practices for the Richard Bayou area are paving of the road surfaces with open grade asphalt and providing adequate stable roadside shoulders and swales for the treatment and conveyance of stormwater runoff.

PROJECT DESCRIPTION: The Grantee will stabilize the existing dirt road beds for Richard Road, Gore Road and Piercy Road in the Richard Bayou area in the East Bay Basin with pervious open grade asphalt pavement for approximately 1.09 miles, and provide stormwater runoff management for the roadside right of way. Detailed surveys of the project location will be performed and design and construction plans for stabilizing the sediment loads will be prepared by county staff. The roadside drainage will be designed to ensure adequate capacity for the stormwater runoff and the selection of appropriate stabilization for the basin specific conditions. The project will be permitted and then the County will proceed with bid procurement, selecting a subcontractor, construction, monitoring and preparation of a final report.

TASKS AND DELIVERABLES:

Task 1: Construction

Task Description: The Grantee will stabilize the existing dirt road bed for Richard Road, Gore Road and Piercy Road in the Richard Bayou area in the East Bay Basin with pervious open grade asphalt pavement for approximately 1.09 miles and provide stormwater runoff management for the roadside right of way in accordance with the final design(s) and required permits which will be submitted to the Department upon request.

Deliverable 1a: Construction completed as described in this task, as evidenced by these interim deliverables: 1) signed acceptance of the completed work by the Grantee, 2) Contractor's Application and Certification for Payment, 3) Dated color photographs of on-going work representing time period covered in payment request. These interim deliverables must be submitted at least ten (10) days prior to each payment request and may be submitted no more frequently than quarterly.

Performance Standard: The Department's Grant Manager will review each submitted interim deliverable to verify that it meets the specifications in the Grant Work Plan and this task description and that work is being performed in accordance with the Grantee's construction contract documents and specifications. Upon review and written acceptance of each quarterly interim deliverable submittal by the Department's Grant Manager, the Grantee may proceed with payment request submittal for costs associated with that quarter under this task.

<u>Contractor's Application and Certification for Payment should include the following supporting documentation</u>:

1. An itemized summary of the materials, labor, and/or services utilized during the period for which payment is being requested.
2. The summary should identify the nature of the work performed; the amount expended for such work; the name of the person/entity providing the service or performing the work; proof of payment of the invoices; and evidence of all work conducted for which a request for payment is being made.
3. Evidence may include references to any drafts or partially-complete designs, surveys, environmental documents and/or permit applications, drawings, and specifications (which must be made available upon request); and documentation demonstrating partial completion of construction activities.

Deliverable 1b: Stabilizing the existing dirt road beds for Richard Road, Gore Road and Piercy Road in the Richard Bayou area with pervious open grade asphalt pavement as described in this task, as evidenced by these final deliverables: 1) Dated color photographs of the construction site(s) prior to, during, and

immediately following completion of the construction task; 2) written verification that the Grantee has received record drawings and any required final inspection report(s) for the project; 3) signed acceptance of the completed work by the Grantee; and 4) signed statement from a Florida Licensed Professional Engineer indicating construction has been completed in accordance with the design.
Performance Standard: The Department's Grant Manager will review the final deliverables to verify that they meet the specifications in the Grant Work Plan and this task description and that work is being performed in accordance with the Grantee's construction contract documents and specifications. Upon review and written approval by the Department's Grant Manager of all final deliverables under this task, the Grantee may proceed with payment request submittal.
Payment Request Schedule: Grantee may submit a payment request for cost reimbursement no more frequently than once per quarter. The outlined Interim Deliverable(s) and/or Final Deliverable(s) must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

Task 2: Monitoring
Task Description: The Grantee will conduct the pre- and post-construction sediment risk analysis for the project area using the protocols developed and used by the United States Fish and Wildlife Service (USFWS) Panama City office. This monitoring will be done through visual inspection and photos of the pre- and post-project conditions. Post construction visual inspection in particular will clearly show if the pavement surface and roadside conveyance system have stabilized all sources of erosion and if these are functioning as designed.
Deliverables: The Grantee will provide pre- and post-construction monitoring (sediment risk analysis) results to the Department.
Performance Standard: The Department's Grant Manager will review the monitoring results for completion and compliance with the task requirements.

Task 3: Public Education
Task Description: The Grantee will provide public education information about the project and its environmental benefits in the following formats: 1) hold at least two public workshops to notify residents adjacent to the project and address public comments and concerns; 2) provide status reports to the public via internet-accessible publications at least quarterly and mailings upon request; 3) construct and install at least one informational sign in the vicinity of the project where it is easily visible to the public, with information explaining the environmental benefits of the project.
Deliverable 3a: 1) Copy of draft print-ready materials for the workshops (agendas, flyers) submitted to the Department's Grant Manager for review and approval prior to final printing and distribution; 2) Copy of draft print-ready publications submitted to the Department's Grant Manager for review and approval prior to final printing, distribution and posting to the internet. An active link to the website to show where the final approved publications will be posted; 3) Copy of draft sign text and graphics submitted to the Department's Grant Manager for review and approval prior to final printing and installation. Deliverables should be submitted as electronic copies unless otherwise requested by the Department's Grant Manager.
Performance Standard: The Department's Grant Manager must approve draft materials prior to public distribution, posting or sign construction. The Department's Grant Manager will review the draft deliverables and provide comments to the Grantee as needed.
Deliverable 3b: 1) Copy of meeting or workshop notices, agenda(s), meeting minutes or notes, and sign-in sheets. 2) A copy of any final printed materials with number distributed and where. An active link to the website where the articles are posted. Incorporate any suggested changes to the information posted on the website and provide documentation to demonstrate the website's service functionality. 3) Dated photograph(s) of installed sign as approved. Deliverables should be submitted as electronic copies unless otherwise requested by the Department's Grant Manager.
Performance Standard: The Department's Grant manager will review the final deliverables to ensure the draft comments have been taken into consideration.

Task 4: Final Report

Task Description: The Grantee will prepare a Final Report summarizing the results of the project, including all tasks in the Grant Work Plan. The Final Report must include at a minimum:

- Project location and background, project description and timeline, grant award amount and anticipated benefits.
- Financial summary of actual costs versus the budget, along with any changes required to the budget. Include any match provided, along with other related project work performed outside of this Agreement to identify the overall project cost.
- Discussion of project schedule versus actual completion, including changes required to the schedule, unexpected site conditions and adjustments, significant unexpected delays and corrections, and/or other significant deviations from the original project plan.
- Summary of activities completed as well as those not completed and why, as well as a brief summary of any additional phases yet to be completed.
- Photo documentation of work performed (before, during and after), appropriate figures (site location, site plan[s]. etc.), appropriate tables summarizing data/information relevant to Grant Work Plan tasks, and appropriate attachments relevant to the project.
- Discussion of whether the anticipated benefits have been/will be realized (e.g., why a BMP did or did not exceed the expected removal efficiency)
- Summary of monitoring activities completed and any not completed and why, monitoring results, and an interpretation of data based on planned versus realized results.

Deliverable 4a: An electronic copy of the draft Final Report in Word format submitted to the Department's Grant Manager for review prior to submission of the Final Report. Upon request, the Grantee will provide a paper copy of the draft Final Report.

Performance Standard: The Department's Grant Manager will review the submitted draft Final Report to verify that it meets the specifications in the Grant Work Plan and this task description, and provide any comments to the Grantee for incorporation into the Final Report.

Deliverable 4b: An electronic copy of the Final Report, with all suggested changes incorporated, in Word or PDF format submitted to the Department's Grant Manager for review and approval. Upon request, the Grantee will provide a paper copy of the Final Report.

Performance Standard: The Department's Grant manager will review the Final Report to ensure that draft comments have been taken into consideration and the Final Report is in compliance with this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

PROJECT TIMELINE: The tasks must be completed by the end of each task timeline and all deliverables must be received by the designated due date. If at any time this Grant Agreement is amended to extend the Grant Agreement end date, in no event shall grant project work be authorized past EPA's 319(h) 2015 Grant end date of September 30, 2019, regardless of whether it is grant-funded work or match-funded work.

Task/ Deliverable No.	Task/Deliverable Title	Task Start Date	Task End Date	Deliverable Due Date/ Frequency
1	Construction	Upon Execution	3/31/18	
2	Monitoring	Upon Execution	5/31/18	
3	Public Education	Upon Execution	6/30/18	
3a	Public Education - Draft Deliverables			4/30/18
3b	Public Education - Final Deliverables			6/30/18
4	Final Report	Upon Execution	10/31/18	
4a	Final Report - Draft			8/31/18
4b	Final Report - Final			10/31/18

BUDGET DETAIL BY TASK:

	Category	Grant Funding	Match Funding
Task 1	**Contractual**	$380,140	$311,030
	Total for Task	$380,140	$311,030
	Total:	**$380,140**	**$311,030**
	Total Project Cost:	**$691,170**	
	Percentage:	**55%**	**45%**

PROJECT BUDGET SUMMARY: Cost reimbursable grant funding must not exceed the category totals for the project as indicated below.

Category Totals	Grant Funding, Not to Exceed, $
Contractual Services Total	$380,140
Total	**$380,140**

ATTACHMENT B
PAYMENT REQUEST SUMMARY FORM

DEP Agreement No.: _____ Agreement Effective Dates: _____

Grantee: _____ Grantee's Grant Manager: _____

Mailing Address: _____

Payment Request No. _____ Date of Payment Request: _____

Performance Period (*Start date – End date*): _____

Task/Deliverable No(s). _____ Task/Deliverable Amount Requested: $_____

GRANT EXPENDITURES SUMMARY SECTION

_____
[Effective Date of Grant through End-of-Grant Period]

CATEGORY OF EXPENDITURE	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Salaries/Wages	**$N/A**	**$N/A**	**$N/A**	**$N/A**
Overhead/Indirect/G&A Costs	**$N/A**	**$N/A**	**$N/A**	**$N/A**
Fringe Benefits	**$N/A**	**$N/A**	**$N/A**	**$N/A**
Indirect Cost	**$N/A**	**$N/A**	**$N/A**	**$N/A**
Contractual (Subcontractors)	**$**	**$**	**$**	**$**
Travel (if authorized)	**$N/A**	**$N/A**	**$N/A**	**$N/A**
Equipment Purchases (if authorized)	**$N/A**	**$N/A**	**$N/A**	**$N/A**
Rental/Lease of Equipment	**$N/A**	**$N/A**	**$N/A**	**$N/A**
Other Expenses	**$N/A**	**$N/A**	**$N/A**	**$N/A**
Land (if authorized)	**$N/A**	**$N/A**	**$N/A**	**$N/A**
TOTAL AMOUNT	**$**	**$**	**$**	**$**
TOTAL TASK/DELIVERABLE BUDGET AMOUNT	**$**		**$**	
Less Total Cumulative Payment Requests of:	**$**		**$**	
TOTAL REMAINING IN TASK	**$**		**$**	

GRANTEE CERTIFICATION

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Grantee's Certification of Payment Request

I, _____,

(Print name of Grantee's Grant Manager designated in the Agreement)

on behalf of _____ , do hereby certify that:

(Print name of Grantee/Recipient)

- ☑ The disbursement amount requested is for allowable costs for the project described in Attachment A of the Agreement.
- ☑ All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- ☑ The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Check all that apply:

- ☐ All permits and approvals required for the construction, which is underway, have been obtained.
- ☐ Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- ☐ The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.)	Period of Service (mm/dd/yy – mm/dd/yy)

Grantee's Grant Manager's Signature	Grantee's Fiscal Agent
Print Name	Print Name
Telephone Number	Telephone Number

INSTRUCTIONS FOR COMPLETING
PAYMENT REQUEST SUMMARY FORM

DEP AGREEMENT NO.: This is the number on your grant agreement.
AGREEMENT EFFECTIVE DATES: Enter agreement execution date through end date.
GRANTEE: Enter the name of the grantee's agency.
GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.
MAILING ADDRESS: Enter the address that you want the state warrant sent.
PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.
DATE OF PAYMENT REQUEST: This is the date you are submitting the request.
PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the task/deliverable that the request is for (this must be within the timeline shown for the task/deliverable in the Agreement).
TASK/DELIVERABLE NO.: This is the number of the task/deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).
TASK/DELIVERABLE AMOUNT REQUESTED: This should match the amount on the "*TOTAL TASK/DELIVERABLE BUDGET AMOUNT"* line for the "*AMOUNT OF THIS REQUEST*" column.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was expended for this task during the period for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of the task on the "*TOTAL TASK BUDGET AMOUNT*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the task you are reporting on). Enter the column total on the "*TOTALS*" line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the task you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTAL AMOUNT*" line for this column. Enter the match budget amount on the "*TOTAL TASK BUDGET AMOUNT*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amount you have claimed to date for match by budget category for the task. Put the total of all on the line titled "*TOTALS*." The final report should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

GRANTEE'S CERTIFICATION: Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.**

NOTES:
If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

OMB CONTROL NO. 2030-0020
APPROVED: 06/30/2014
APPROVAL EXPIRES: 06/30/2017

ATTACHMENT C

U.S. ENVIRONMENTAL PROTECTION AGENCY
MBE/WBE UTILIZATION UNDER FEDERAL GRANTS AND COOPERATIVE AGREEMENTS

FOR COOPERATIVE AGREEMENTS OR OTHER FEDERAL FINANCIAL ASSISTANCE WHERE THE COMBINED TOTAL OF FUNDS BUDGETED FOR PROCURING SUPPLIES, EQUIPMENT, CONSTRUCTION OR SERVICES EXCEED $150,000.

PART 1: PLEASE REVIEW INSTRUCTIONS BEFORE COMPLETING

1A. FEDERAL FISCAL YEAR (Oct 1- Sep 30) 20_____	1B. REPORT TYPE ☐Annual ☐ Last Report (Project completed)
1C: REVISION OF A PRIOR YEAR REPORT? ☐ No ☐ Yes, Year_____ IF YES, BRIEFLY DESCRIBE THE REVISIONS YOU ARE MAKING:	
2A. EPA FINANCIAL ASSISTANCE OFFICE ADDRESS (ATTN: DBE COORDINATOR)	3A. RECIPIENT NAME AND ADDRESS
2B. EPA DBE COORDINATOR Name: Email: Phone: Fax:	3B. RECIPIENT REPORTING CONTACT Name: Address: Phone: Email:
4A. FINANCIAL ASSISTANCE AGREEMENT ID NUMBER (SRF State Recipients, refer to Instructions for Completion of blocks 4A, 5A and 5C)	4B. FEDERAL FINANCIAL ASSISTANCE PROGRAM TITLE OR CFDA NUMBER:
5A. TOTAL ASSISTANCE AGREEMENT AMOUNT EPA Share: $ _____ Recipient Share: $ _____ ☐ N/A (SRF Recipient)	5B. If NO procurements and NO accomplishments were made this reporting period (by the recipients, sub-recipients, loan recipients, and prime contractors), **CHECK and SKIP to Block No. 7**. (Procurements are all expenditures through contract, order, purchase, lease or barter of supplies, equipment, construction, or services needed to complete Federal assistance programs. Accomplishments, in this context, are procurements made with MBEs and/or WBEs.) ☐

5C. Total Procurements This Reporting Period (Only include amount not reported in any prior reporting period)

Total Procurement Amount $_____

(Include total dollar values awarded by recipient, sub-recipients and SRF loan recipients, including MBE/WBE expenditures.)

5D. Were sub-awards issued under this assistance agreement? Yes____ No____

Were contracts issued under this assistance agreement? Yes____ No____

5E. MBE/WBE Accomplishments This Reporting Period

Actual MBE/WBE Procurement Accomplished (Include total dollar values awarded by recipient, sub-recipients, SRF loan recipients and Prime Contractors.)

	Construction	Equipment	Services	Supplies	Total
$MBE:	_____	_____	_____	_____	_____
$WBE:	_____	_____	_____	_____	_____

6. COMMENTS: (If no MBE/WBE procurements, please summarize how certified MBEs/WBEs were notified of the opportunities to compete for the procurement dollars entered in Block 5C and why certified MBEs /WBEs were not awarded any procurements during this reporting period.)

7. NAME OF RECIPIENT'S AUTHORIZED REPRESENTATIVE	TITLE
8. SIGNATURE OF RECIPIENT'S AUTHORIZED REPRESENTATIVE	DATE

EPA FORM 5700-52A available electronically at http://www.epa.gov/osbp/pdfs/5700_52a.pdf

OMB CONTROL NO. 2030-0020
APPROVED: 06/30/2014
APPROVAL EXPIRES: 06/30/2017

PART II.

MBE/WBE PROCUREMENTS MADE DURING REPORTING PERIOD

EPA Financial Assistance Agreement Number: _____

1. Procurement Made By			2. Business Enterprise		3. $ Value of Procurement	4. Date of Procurement MM/DD/YY	5. Type of Product or Service (Enter Code)	6. Name/Address/Phone Number of MBE/WBE Contractor or Vendor
Recipient	Sub-Recipient and/or SRF Loan Recipient	Prime	Minority	Women				

Type of Product or Service Codes:

1 = Construction 2 = Supplies 3 = Services 4 = Equipment

Note: Recipients are required to submit MBE/WBE reports to EPA beginning with the Federal fiscal year the recipients receive the award, continuing until the project is completed.

Instructions:

A. General Instructions:

MBE/WBE utilization is based on 40 CFR Part 33. The reporting requirement reflects the class deviation issued on November 8, 2013, clarified on January 9, 2014 and modified on December 2, 2014. EPA Form 5700-52A must be completed annually by recipients of financial assistance agreements where the combined total of funds budgeted for procuring supplies, equipment, construction or services exceeds $150,000.This reporting requirement applies to all new and existing awards and voids all previous reporting requirements.

> In determining whether the $150,000 threshold is exceeded for a particular assistance agreement, the analysis must focus on funds budgeted for procurement under the supplies, equipment, construction, services or "other" categories, and include funds budgeted for procurement under sub-awards or loans

Reporting will also be required in cases where the details of the budgets of sub-awards/loans are not clear at the time of the grant awards and the combined total of the procurement and sub-awards and/or loans exceeds the $150,000 threshold.

When reporting is required, all procurement actions are reportable, not just the portion which exceeds $150,000.

If at the time of award the budgeted funds exceed $150,000 but actual expenditures fall below, a report is still required.

If at the time of award, the combined total of funds budgeted for procurements in any category is less than or equal to $150,000 and is maintained below the threshold, no DBE report is required to be submitted.

Recipients are required to report 30 days after the end of each federal year, per the terms and conditions of the financial assistance agreement.

Last reports are due October 30th or 90 days after the end of the project period, whichever comes first.

MBE/WBE program requirements, including reporting, are material terms and conditions of the financial assistance agreement.

B. Definitions:

Procurement is the acquisition through contract, order, purchase, lease or barter of supplies, equipment, construction or services needed to accomplish Federal assistance programs.

A ***contract*** is a written agreement between an EPA recipient and another party (also considered "prime contracts") and any lower tier agreement (also considered "subcontracts") for equipment, services, supplies, or construction necessary to complete the project. This definition excludes written agreements with another public agency. This definition includes personal and professional services, agreements with consultants, and purchase orders.

A ***minority business enterprise*** **(MBE)** is a business concern that is (1) at least 51 percent owned by one or more minority individuals, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more minority

individuals; and (2) whose daily business operations are managed and directed by one or more of the minority owners. In order to qualify and participate as an MBE prime or subcontractor for EPA recipients under EPA's DBE Program, an entity must be properly certified as required by 40 CFR Part 33, Subpart B.

U.S. citizenship is required. Recipients shall presume that minority individuals include Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, or other groups whose members are found to be disadvantaged by the Small Business Act or by the Secretary of Commerce under section 5 of Executive order 11625. The reporting contact at EPA can provide additional information.

A ***woman business enterprise*** **(WBE)** is a business concern that is, (1) at least 51 percent owned by one or more women, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more women and (2) whose daily business operations are managed and directed by one or more of the women owners. In order to qualify and participate as a WBE prime or subcontractor for EPA recipients under EPA's DBE Program, an entity must be properly certified as required by 40 CFR Part 33, Subpart B.

Business firms which are 51 percent owned by minorities or women, but are in fact not managed and operated by minorities or females do not qualify for meeting MBE/WBE procurement goals. U.S. Citizenship is required.

Good Faith Efforts

A recipient is required to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under an EPA financial assistance agreement. These good faith efforts for utilizing MBEs and WBEs must be documented. Such documentation is subject to EPA review upon request:

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

5. Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

6. If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

C. Instructions for Part I:

1A. Specify Federal fiscal year this report covers. The Federal fiscal year runs from October 1st through September 30th (**e.g. November 29, 2014 falls within Federal fiscal year 2015**)

1B. Specify report type. Check the annual reporting box. Also indicate if the project is completed.

1C. Indicate if this is a revision to a previous year and provide a brief description of the revision you are making.

2A-B. Please refer to your financial assistance agreement for the mailing address of the EPA financial assistance office for your agreement.

The "EPA DBE Reporting Contact" is the DBE Coordinator for the EPA Region from which your financial assistance agreement was originated. For a list of DBE Coordinators please refer to the EPA OSBP website at http://epa.gov/osbp/dbe_cord.

3A-B. Identify the agency, state authority, university or other organization which is the recipient of the Federal financial assistance and the person to contact concerning this report.

4A. Provide the Assistance Agreement number assigned by EPA. A separate report must be submitted for each Assistance Agreement.

***For SRF recipients**: In box 4a list numbers for ALL OPEN Assistance Agreements being reported on this form.

4B. Refer back to Assistance Agreement document for this information.

5A. Provide the total amount of the Assistance Agreement which includes Federal funds plus recipient matching funds and funds from other sources.

***For SRF recipients only**: SRF recipients will not enter an amount in 5a. SRF recipients should check the "N/A" box.

5B. Self-explanatory.

5C. Provide the total dollar amount of **ALL** procurements awarded this reporting period by the recipient, sub-recipients, and SRF loan recipients, **including** MBE/WBE expenditures, not just the portion which exceeds $150,000. For example: Actual dollars for procurement from the procuring office; actual contracts let from the contracts office; actual goods, services, supplies, etc., from other sources including the central purchasing/ procurement centers).

***NOTE**: To prevent double counting on line 5C, if any amount on 5E is for a subcontract and the prime contract has already been included on Line 5C in a prior reporting period, then report the amount going to MBE or WBE subcontractor on line 5E, but exclude the amount from Line 5C. To include the amount on 5C again would result in double counting because the prime contract, which includes the subcontract, would have already been reported.

***For SRF recipients only**: In 5c please enter the total annual procurement amount under all of your SRF Assistance Agreements. The figure reported in this section is **not** directly tied to an individual Assistance Agreement identification number. **(SRF state recipients report state procurements in this section)**

5D. State whether or not sub-awards and/or subcontracts have been issued under the financial assistance agreements by indicating “yes” or “no”.

5E. Where requested, also provide the total dollar amount of all MBE/WBE procurement awarded during this reporting period by the recipient, sub-recipients, SRF loan recipients, and prime contractors in the categories of construction, equipment, services and supplies. These amounts include Federal funds plus recipient matching funds and funds from other sources.

6. If there were no MBE/WBE accomplishments this reporting period, please briefly how certified MBEs/WBEs were notified of the opportunities to compete for the procurement dollars entered in Block 5C and why certified MBEs /WBEs were not awarded any procurements during this reporting period.

7. Name and title of official administrator or designated reporting official.

8. Signature, month, day, and year report submitted.

D. Instructions for Part II:

For each MBE/WBE procurement made under this financial assistance agreements during the reporting period, provide the following information:

1. Check whether this procurement was made by the recipient, sub-recipient/SRF loan recipient, or the prime contractor.

2. Check either the MBE or WBE column. If a firm is both an MBE and WBE, the recipient may choose to count the entire procurement towards EITHER its MBE or WBE accomplishments. The recipient may also divide the total amount of the procurement (using any ratio it so chooses) and count those divided amounts toward its MBE and WBE accomplishments. If the recipient chooses to divide the procurement amount and count portions toward its MBE and WBE accomplishments, please state the appropriate amounts under the MBE and WBE columns on the form. **The combined MBE and WBE amounts for that MBE/WBE contractor must not exceed the “Value of the Procurement” reported in column #3**

3. Dollar value of procurement.

4. Date of procurement, shown as month, day, year. Date of procurement is defined as the date the contract or procurement was awarded, **not** the date the contractor received payment under the awarded contract or procurement, unless payment occurred on the date of award. **(Where direct purchasing is the procurement method, the date of procurement is the date the purchase was made)**

5. Using codes at the bottom of the form, identify type of product or service acquired through this procurement (e.g., enter 1 if construction, 2 if supplies, etc.).

6. Name, address, and telephone number of MBE/WBE firm.

**This data is requested to comply with provisions mandated by: statute or regulations (40 CFR Parts 30, 31, and 33 and/or 2 CFR Parts 200 and 1500); OMB Circulars; or added by EPA to ensure sound and effective assistance management. Accurate, complete data are required to obtain funding, while no pledge of confidentiality is provided.

The public reporting and recording burden for this collection of information is estimated to average l hour per response annually. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclosure or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, OPPE Regulatory Information Division, U.S. Environmental Protection Agency (2136), 1200 Pennsylvania Avenue, NW, Washington, D.C. 20460. Include the OMB Control number in any correspondence. Do not send the completed form to this address.

ATTACHMENT D

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

ATTACHMENT E

PROGRESS REPORT FORM

DEP Agreement No.:			
Grantee Name:			
Grantee Address:			
Grantee's Grant Manager:		**Telephone No.:**	
Reporting Period:			
Project Number and Title:			

Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.
NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.

<u>The following format should be followed:</u>
Task 1:
Progress for this reporting period:
Identify any delays or problems encountered:

This report is submitted in accordance with the reporting requirements of DEP Agreement No. NF009 and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager Date

ATTACHMENT F

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient *(which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends $500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the recipient expends less than $500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than $500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at **http://12.46.245.173/cfda/cfda.html.**

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

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

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/ and the Auditor General's Website at http://www.state.fl.us/audgen.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

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

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/fac/

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

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

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

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	Environmental Protection Agency	66.460	Nonpoint Source Implementation Grants	$380,140.00	140076

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$380,140.00	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [http://12.46.245.173/cfda/cfda.html] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

ATTACHMENT G

Approved by OMB 0348-0046

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: ☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** ☐ a. bid/offer/application b. initial award c. post-award	**3. Report Type:** ☐ a. initial filing b. material change **For Material Change Only:** year_____ quarter_____ date of last report_____
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, *if known:* **Congressional District,** *if known:*	**5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:** **Congressional District,** *if known:*	
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable:* _____	
8. Federal Action Number, *if known:*	**9. Award Amount,** *if known:* **$**	
10. a. Name and Address of Lobbying Entity *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a) (last name, first name, MI):*	
(attach Continuation Sheet(s) SF-LLLA, if necessary)		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** _____ **Print Name:** _____ **Title:** _____ **Telephone No.:** _____**Date:** _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form – LLL (Rev 7 – 97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. **Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.**

2. **Identify the status of the covered Federal action.**

3. **Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by the reporting entity for this covered Federal action.**

4. **Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.**

5. **If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.**

6. **Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.**

7. **Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.**

8. **Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."**

9. **For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.**

10. **(a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.**

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. **The certifying official shall sign and date the form, print his/her name, title and telephone number.**

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

ATTACHMENT H

OMB Control No. 2030-0020
Approval expires 06/30/2017

United States
ENVIRONMENTAL PROTECTION AGENCY
Washington, DC 20460

LOBBYING AND LITIGATION CERTIFICATION FOR GRANTS AND COOPERATIVE AGREEMENTS*

INSTRUCTIONS:
*At project completion, complete this form pursuant to the 2001 Department of Veterans Affairs and Housing and Urban Development, and Independent Appropriations Act, Public Law 106-377, Section 424 and 2000 Department of Veterans Affairs and Housing and Urban Development, and Independent Appropriations Act, Public Law 106-74, Section 426 and any other subsequent Appropriation Act requirements.

Please mail this form to your EPA Grant Specialist within 90 days of project completion. DO NOT send this information to the Office of Management & Budget.

Assistance Agreement Number(s):

_____

_____

_____

I hereby certify that none of these funds have been used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

_____ _____
Signature of the Chief Executive Officer Date

_____
Print Name

Burden Statement - The annual public reporting and record keeping burden for this collection of information is estimated to average 5 minutes per respondent. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to , a collection of information unless it displays a currently valid OMB control number. The OMB control numbers for EPA's regulations are listed in 40 CFR Part 9 and 48 CFR Chapter 15.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Regulatory Information Division, U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Avenue, N.W., Mail Code 3213A, Washington, DC 20460; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, 725 17th Street, N.W., Washington, DC 20503, Attention: Desk Officer for EPA. Include the EPA ICR number and OMB control number in any correspondence.

EPA Form 5700-53 (Rev. 06/2014)

ATTACHMENT I
Contract Provisions

All contracts awarded by a recipient, including small purchases, shall contain the following provisions as applicable:

1. **Equal Employment Opportunity** - All contracts shall contain a provision requiring compliance with Executive Order (E.O.) 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

2. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** - All contracts and subgrants in excess of $2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

3. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)** - When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than $2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)** - Where applicable, all contracts awarded by recipients in excess of $2000 for construction contracts and in excess of $2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. **Rights to Inventions Made Under a Contract or Agreement** - Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.)** - Contracts and subgrants of amounts in excess of $100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

8. **Debarment and Suspension (E.O.s 12549 and 12689)** - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

9. **Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act (42 U.S.C. 300h-3(e))** - Contracts and subgrants of amounts in excess of $100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act (42 U.S.C. 300h-3(e)). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

10. **Compliance with all Federal statutes relating to nondiscrimination -** These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of sex; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 795), which prohibits discrimination on the basis of handicaps; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (d) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (e) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (f) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) any other nondiscrimination provisions in the specific statute(s) made; and, (i) the requirements of any other nondiscrimination statute(s) that may apply.

11. **Compliance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646)** that provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. **Compliance with the provisions of the Hatch Act (5 U.S.C. 1501 – 1508 and 7324 – 7328)** that limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. **Compliance, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234)** that requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

14. **Compliance with environmental standards which may be prescribed to the following:** (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (b) notification of violating facilities pursuant to E.O. 11738; (c) protection of wetlands pursuant to E.O. 11990; (d) evaluation of flood hazards in floodplains in accordance with E.O. 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity with Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

15. **Compliance with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.)** related to protecting components or potential components of the national wild and scenic rivers system.

16. **Compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).**

17. **Compliance with P.L. 93-348** regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

18. **Compliance with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.)** pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this Agreement.

19. **Compliance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.)** that prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

20. **Compliance with the mandatory standards and policies relating to energy efficiency** that are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

21. **Compliance with Geospatial Data Standards** must be met by the Grantee under this Agreement. All geospatial data created must be consistent with Federal Geographic Data Committee endorsed standards. Information on these standards can be found at www.fgdc.gov.

22. **Compliance with Nutrient Management Plans for Animal Feeding Operations** is required under this Grant and must have and implement a nutrient management plan that: 1) provides and maintains buffers or equivalent practices; 2) diverts clean water; 3) prevents direct contact of confined animals with waters of the United States; 4) addresses animal mortality; 5) addresses chemical disposal; 6) addresses proper operation and maintenance; 7) addresses record keeping and testing; 8) maintains proper storage capacity; and 9) addresses rate and timing of land application of manure and wastewater.

23. **Compliance with the Drug Free Workplace Act.** The recipient shall comply with the provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 702) and DoC Implementing regulations published at 43 CFR Part 43, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)" published in the Federal Register on November 26, 2003, 68 FR 66534), which require that the recipient take steps to provide a drug-free workplace.

24. **Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)** By accepting funds under this Agreement, the Grantee agrees to implement the requirements of (g) of section 106 of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g).

25. **Registrations and Identification Information**, the Grantee agrees to maintain current registration in the Central Contractor Registration (www.ccr.gov) System for Award Management (SAM) at all times during which they have active project funded with these funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.

26. **41 USC §4712, Pilot Program for Enhancement of Recipient and Subrecipient Employee Whistleblower Protection:** This requirement applies to all awards issued after July 1, 2013 and shall be in effect until January 1, 2017.
(a) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).
(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

(c) The recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award.

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ATTACHMENT J

REGULATIONS

Formal regulations concerning administrative procedures for EPA grants appear in Title 40 of the Code of Federal Regulations. Grant program administrative regulations appear in Subchapter B; other regulations of general applicability appear in Subchapter A. Other EPA regulations also impact grant programs. The following list contains regulations and Office of Management and Budget Circulars which may apply to the work performed under this Agreement.	
Subchapter A - General	
40 C.F.R. 4	Uniform relocation assistance and real property acquisition for federal and federally assisted programs
40 C.F.R. 12	Nondiscrimination on the basis of handicap in programs or activities conducted by EPA
40 C.F.R. 29	Intergovernmental review of EPA programs and activities
40 C.F.R. 30	Uniform administrative requirements for grants and agreements with institutions of higher education, hospitals and other nonprofit organizations
Subchapter B – Grants and Other Federal Assistance	
40 C.F.R. 31	Uniform administrative requirements for grants and cooperative agreements to state and local governments
40 C.F.R. 34	New restrictions on lobbying
40 C.F.R. 35	State and local assistance
40 CFR 36	Drug-Free Workplace Act
Other Federal Regulations	
48 C.F.R. 31	Contract Cost Principles and Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal agency
2 CFR 1532	Nonprocurement Suspension and Debarment Regulations
Office of Management and Budget Circulars	
A-21 (2 CFR 220)	Cost Principles for Educational Institutions
A-87 (2 CFR 225)	Cost Principles for State, Local, and Indian Tribal Governments
A-122 (2 CFR 230)	Cost Principles for Non-Profit Organizations
A-133	Audit Requirements

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EXHIBIT 4
FEDERAL REGULATIONS CONTRACT REQUIREMENTS
RICHARD BAYOU SEDIMENT REDUCTION PROJECT
DEP AGREEMENT NO. NF009

This is an acknowledgement that federal financial assistance will be used to fund the contract. Contractor will comply will all applicable federal law, regulations, executive orders, policies, procedures, and directives.

1. **Equal Employment Opportunity** - All contracts shall contain a provision requiring compliance with Executive Order (E.O.) 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

2. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** - All contracts and subgrants in excess of $2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

3. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)** - When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than $2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)** - Where applicable, all contracts awarded by recipients in excess of $2000 for construction contracts and in excess of $2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. **Rights to Inventions Made Under a Contract or Agreement** - Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.)** - Contracts and subgrants of amounts in excess of $100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

8. **Debarment and Suspension (E.O.s 12549 and 12689)** - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

9. **Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act (42 U.S.C. 300h-3(e))** - Contracts and subgrants of amounts in excess of $100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act (42 U.S.C. 300h-3(e)). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

10. **Compliance with all Federal statutes relating to nondiscrimination -** These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of sex; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 795), which prohibits discrimination on the basis of handicaps; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (d) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (e) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (f) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) any other nondiscrimination provisions in the specific statute(s) made; and, (i) the requirements of any other nondiscrimination statute(s) that may apply.

11. **Compliance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646)** that provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. **Compliance with the provisions of the Hatch Act (5 U.S.C. 1501 – 1508 and 7324 – 7328)** that limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. **Compliance, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234)** that requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

14. **Compliance with environmental standards which may be prescribed to the following:** (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (b) notification of violating facilities pursuant to E.O. 11738; (c) protection of wetlands pursuant to E.O. 11990; (d) evaluation of flood hazards in floodplains in accordance with E.O. 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity with Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

15. **Compliance with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.)** related to protecting components or potential components of the national wild and scenic rivers system.

16. **Compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).**

17. **Compliance with P.L. 93-348** regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

18. **Compliance with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.)** pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this Agreement.

19. **Compliance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.)** that prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

20. **Compliance with the mandatory standards and policies relating to energy efficiency** that are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

21. **Compliance with Geospatial Data Standards** must be met by the Grantee under this Agreement. All geospatial data created must be consistent with Federal Geographic Data Committee endorsed standards. Information on these standards can be found at www.fgdc.gov.

22. **Compliance with Nutrient Management Plans for Animal Feeding Operations** is required under this Grant and must have and implement a nutrient management plan that: 1) provides and maintains buffers or equivalent practices; 2) diverts clean water; 3) prevents direct contact of confined animals with waters of the United States; 4) addresses animal mortality; 5) addresses chemical disposal; 6) addresses proper operation and maintenance; 7) addresses record keeping and testing; 8) maintains proper storage capacity; and 9) addresses rate and timing of land application of manure and wastewater.

23. **Compliance with the Drug Free Workplace Act.** The recipient shall comply with the provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 702) and DoC Implementing regulations published at 43 CFR Part 43, "Government wide Requirements for Drug-Free Workplace (Financial Assistance)" published in the Federal Register on November 26, 2003, 68 FR 66534), which require that the recipient take steps to provide a drug-free workplace.

24. **Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)** By accepting funds under this Agreement, the Grantee agrees to implement the requirements of (g) of section 106 of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g).

25. **Registrations and Identification Information**, the Grantee agrees to maintain current registration in the Central Contractor Registration (www.ccr.gov) System for Award Management (SAM) at all times during which they have active project funded with these funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.

26. **41 USC §4712, Pilot Program for Enhancement of Recipient and Subrecipient Employee Whistleblower Protection:** This requirement applies to all awards issued after July 1, 2013 and shall be in effect until January 1, 2017.(a) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

    (b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

    (c) The recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award.

EXHIBIT 5
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. All subcontractors are subject to the same coverages and limits as the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

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

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

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

e. Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County shall be considered excess, as may be applicable to claims 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 take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. The Contractor shall require each of his subcontractors similarly to maintain Employer's Liability Insurance similarly to the Contractor. The Contractor shall provide to the County an Affidavit stating that he meets all the requirements of Florida Statute 440.

Worker's Compensation – Required limits:

Coverage A – Coverage will include statutory requirements

Coverage B – Employers Liability

$500,000 each Person

$500,000 each Person by Disease

$500,000 Policy Limit - Disease

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 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 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/Liability Coverage – Third Party**

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover

dishonest acts of the Other Party's employees resulting in a loss to decedent, i.e. theft of valuables.

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

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

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

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

☐ **Electronic Data Liability Insurance**

The Other Party shall purchase Electronic Data Liability with limits of

☐ **Garage Liability Coverage**

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

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

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

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

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

☐ **Watercraft Liability Coverage**

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

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

☐ **Aircraft Liability Coverage**

Because the Contractor's provision of services involves utilization of aircraft, aircraft liability coverage must be provided to include bodily injury and property damage

arising out of ownership, maintenance or use of any aircraft, including owned, non-owned and hired.

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

☐ **Pollution Legal Liability Coverage**

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

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

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

☐ **Jones Act Coverage**

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

Bay County Board of County Commissioners
Agenda Item Summary

Roadside Wildflower Resolution

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

MEETING DATE: 7/18/2017

REQUESTED MOTION/ACTION:
Board: 1) Adopt a resolution encouraging the conservation of wildflowers and to promote roadside wildflower growth; and 2) Authorize the Chairman to sign the resolution.

AGENDA
Public Works - Consent

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

BACKGROUND:
The Florida Department of Transportation (FDOT) has requested that a partnership be created by way of the attached resolution, with Bay County to maintain and enhance existing roadside populations of native wildflowers **(EXHIBIT 1)**. Bay County staff identified two trial roadways for the program, CR 388 (U.S. 231 to CR 2301) and Highway 167 (U.S. 231 to the Countyline). The program reduces mowing requirements, outside of the clear zone, in order to enhance the population of native wildflowers.

ATTACHMENTS:

Description	Type
Wildflower Resolution	Exhibit

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY FLORIDA; ENCOURAGING THE CONSERVATION OF ROADSIDE NATIVE WILDFLOWERS ON STATE AND COUNTY ROADWAYS; DIRECTING STAFF TO EXPLORE VARIOUS PARTNERSHIPS TO ADDRESS ROADSIDE MANAGEMENT PRACTICES THAT WILL INCREASE THE VISIBILITY AND ENJOYMENT OF FLORIDA NATIVE WILDFLOWERS; AND PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, the natural beauty of native wildflowers in Bay County can be enjoyed by everyone; can attract guests, and benefit commerce, environmental health, public well-being; and

WHEREAS, enjoyment of native wildflowers is an occasion for all Bay County and community leaders to unite for the benefit of everyone; and

WHEREAS, many natural beautiful species of native wildflowers, including Coreopsis, the state wildflower, as depicted upon the State Wildflower license tag, are already prominently displayed along Bay County and Florida State roadways: and

WHEREAS, increasing the visibility of native wildflowers in Bay County is consistent with the vision of the Comprehensive Plan and goals of many individuals, businesses, and community-based organizations; and

WHEREAS, the presence of native wildflowers is essential to the fitness of native pollinator species necessary for productive and profitable farms and forests; and

WHEREAS, in the spring of 1513 Juan Ponce de Leon named this beautiful place La Florida, Land of Flowers, because of the wealth of native wildflowers; and

WHEREAS, it is desirable and attainable to experience the beauty of many more native wildflowers by reducing the frequency and extent of roadside mowing.

Now, Therefore, Be It Resolved as follows:

Section 1. Authority. The Board of County Commissioners of Bay County, Florida, do hereby commit and encourage others to commit to the conservation of roadside native wildflowers on state and county roadways, and directs County staff to explore various partnerships with the Florida Department of Transportation and adjoining property owners to address roadside management practices that will increase the visibility and enjoyment of Florida native wildflowers..

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
(Seal)

Approved for form:

_____
Office of the County Attorney

Bay County Board of County Commissioners
Agenda Item Summary

Fanning Bayou Phase 3 Plat Approval

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

MEETING DATE: 7/18/2017

REQUESTED MOTION/ACTION:
Board; 1) Approve the final plat of the Fanning Bayou Phase 3 Subdivision. **(District IV)**

AGENDA
Public Works - Consent

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

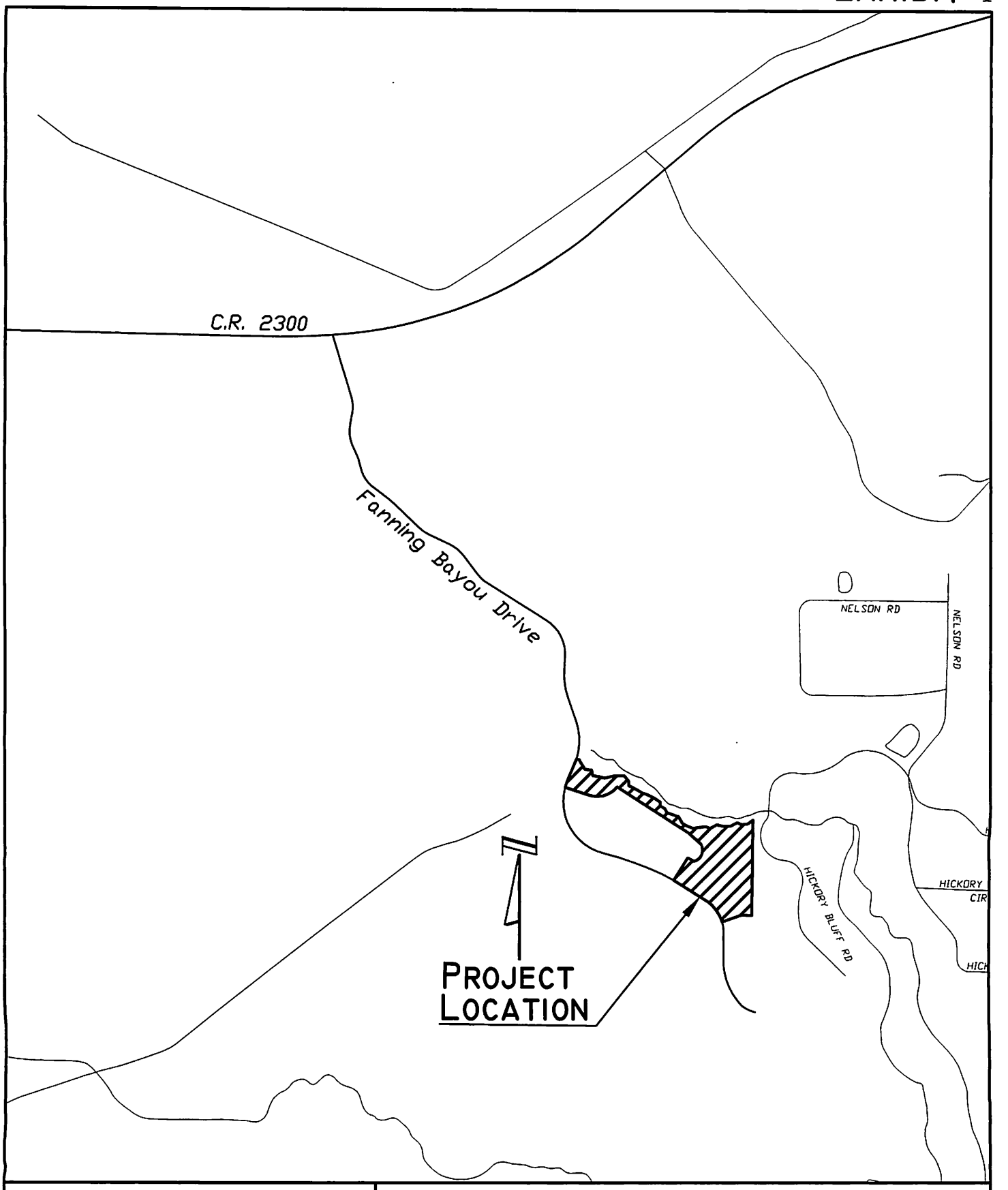
BACKGROUND:
Mr. Scott Whitehurst, Division President, D.R. Horton, Inc. ("the developer") is requesting final approval for the plat of Fanning Bayou Phase 3 Subdivision. The subdivision consists of 2 residential lots, along an existing County roadway **(EXHIBITS 1 and 2)**. Stormwater easements will remain private and are dedicated to the Homeowners Association.

The development was reviewed and approved by the Planning and Zoning Division on January 31, 2017. The subdivision plat is in compliance with the requirements of Chapter 177.071, Florida Statutes and Bay County regulations.

ATTACHMENTS:

Description	Type
Fanning Bayou Ph 3 Exhibit 1	Exhibit
Fanning Bayou Ph 3 Exhibit 2	Exhibit

EXHIBIT 1



ENGINEERING DIVISION BAY COUNTY GOVERNMENT CENTER 840 W. 11TH STREET PANAMA CITY, FL 32401 PHONE: (850) 248-8301	FANNING BAYOU PHASE 3 VICINITY MAP					
	Scale N/A	Date Drawn 13 MAR. 17	By DJG	Checked By JC	Project# N/A	Page 1 of 1

Drawing name: S:\LD3\Z DANNYs LOCATION MAPs, DWGs\PDF LOCATION MAPS\FANNING BAYOU PHASE 3 (DJG 13 MAR.17).dwg ~ Date plotted: May 30, 2017 – 11:03am

EXHIBIT 2

PLAT BOOK	PAGE

SHEET 2 OF 2

FANNING BAYOU PHASE 3

A SUBDIVISION OF A PORTION OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 14 WEST,
BAY COUNTY, FLORIDA
JUNE 2017

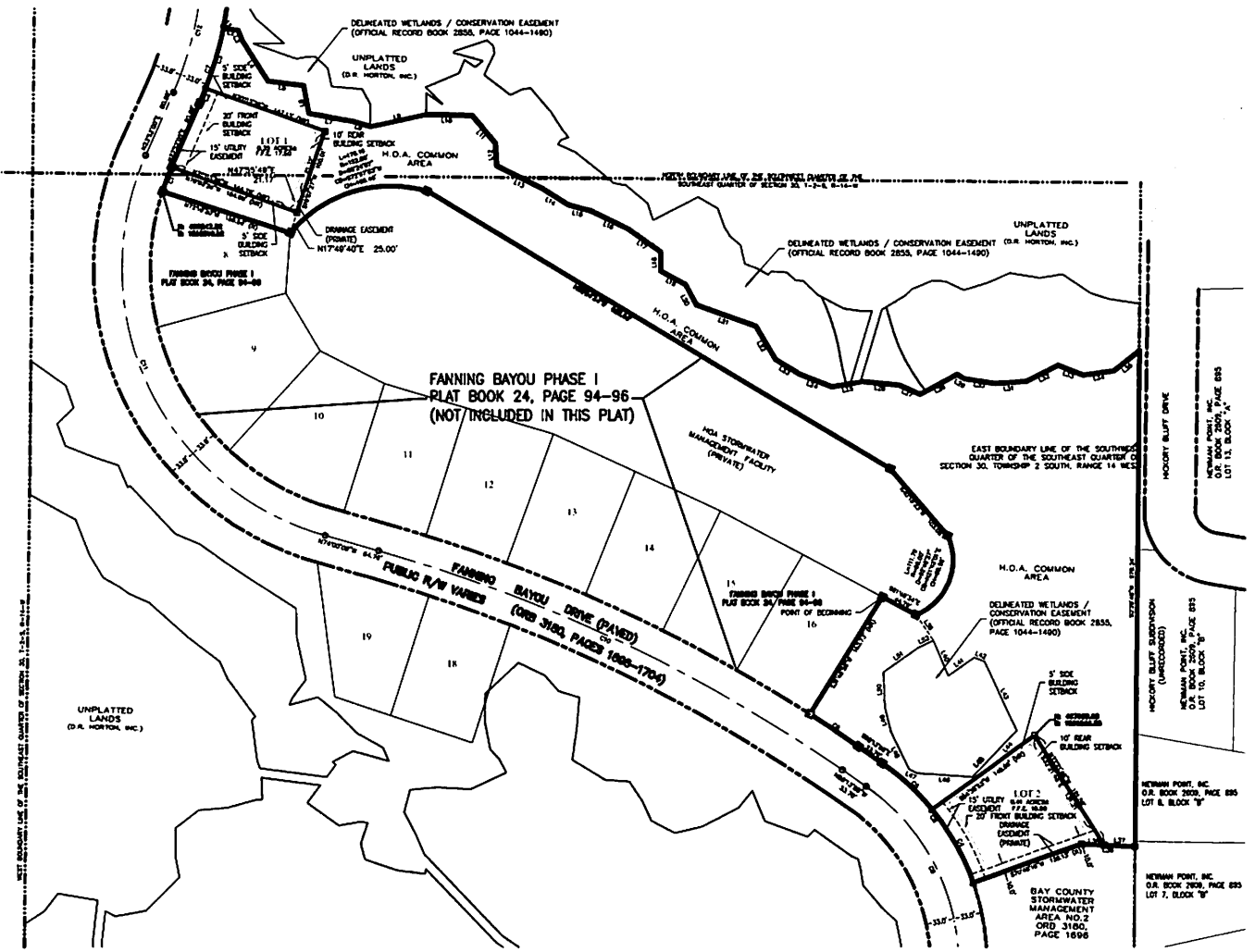
SYMBOLS & ABBREVIATIONS:

L.B. = LICENSED BUSINESS
L = ARC LENGTH
R = RADIUS
Δ = DELTA ANGLE
CB = CHORD BEARING
CH = CHORD LENGTH
P.C. = POINT OF CURVATURE
P.T. = POINT OF TANGENCY
R/W = RIGHT OF WAY
(R) = RADIAL
(NR) = NON-RADIAL
BSL = BUILDING SETBACK LINE
FFE = FINISHED FLOOR ELEVATION
POB = POINT OF BEGINNING
AC = ACRES
(TYP) = TYPICAL
ORB = OFFICIAL RECORDS BOOK
± = MORE OR LESS
HOA = FANNING BAYOU OWNERS ASSOCIATION INC.
● = FOUND PERMANENT CONTROL POINT NO LB7127
⊞ = FOUND 4" BY 4" CONCRETE MONUMENT L.B. #7127
⊡ = SET 4" BY 4" CONCRETE MONUMENT L.B. #6911
□ = DELINEATED WETLANDS / CONSERVATION EASEMENT (OFFICIAL RECORD BOOK 2855, PAGE 1044-1490)

T-2-S = TOWNSHIP 2 SOUTH
R-14-W = RANGE 14 WEST
L.S. = LICENSED SURVEYOR
P.L.S. = PROFESSIONAL LAND SURVEYOR
SJPC = ST. JOE PAPER COMPANY
L1-L82 = LINE TABLE
C1-C12 = CURVE TABLE

Line Table			Line Table		
Line #	Bearing	Length	Line #	Bearing	Length
L1	S33°44'27"E	3.42	L26	N84°21'30"W	43.20
L2	S81°56'27"E	14.85	L39	S34°07'18"E	36.08
L3	S21°20'13"E	13.12	L40	S33°08'00"E	44.72
L4	S33°04'38"E	58.84	L41	N54°28'15"E	36.63
L5	S62°23'01"E	41.84	L42	S89°41'38"E	13.03
L6	S10°43'48"E	33.02	L43	S25°31'37"E	86.91
L7	S80°04'54"E	50.43	L44	S43°15'53"W	42.19
L8	S73°30'08"E	22.83	L45	S44°22'37"W	33.88
L9	N77°44'22"E	96.31	L46	S88°01'21"W	64.62
L10	S88°47'18"E	84.62	L47	N63°47'38"W	10.60
L11	S40°08'44"E	41.82	L48	N38°08'08"W	48.86
L12	S2°46'16"E	28.82	L49	N13°52'46"W	28.87
L13	S83°25'08"E	56.83	L50	N2°06'43"W	40.53
L14	S53°36'16"E	28.96	L51	N86°52'53"E	46.91
L15	S73°08'34"E	26.99	L52	N85°11'38"E	19.65
L16	S84°08'16"E	46.99			
L17	S54°36'38"E	44.43			
L18	S9°34'44"W	22.38			
L19	S81°11'13"E	33.30			
L20	S26°46'08"E	38.46			
L21	S70°12'13"E	74.46			
L22	S30°24'38"E	44.73			
L23	S36°03'08"E	31.84			
L24	S68°08'03"E	40.46			
L25	N73°36'28"E	36.19			
L26	N84°21'30"W	43.20			
L27	S63°23'44"E	27.16			
L28	N61°24'28"E	46.20			
L29	S36°33'48"E	6.16			
L30	S81°42'37"E	37.19			
L31	N88°46'38"E	36.20			
L32	S62°46'37"W	41.61			
L33	N86°18'16"W	31.08			
L34	S82°14'38"W	37.19			
L35	N52°30'33"E	37.65			
L36	N87°16'40"W	62.80			
L37	N87°16'40"W	36.20			
L38	N87°16'40"W	26.30			

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	30.78	362.00	4°52'20"	N20°50'50"E	30.76
C2	16.32	433.00	2°12'22"	N22°30'16"E	16.32
C3	73.98	433.00	10°00'43"	N16°16'41"E	73.97
C4	98.17	283.00	19°18'28"	N23°07'38"W	97.68
C5	79.83	283.00	16°09'42"	N47°08'06"W	79.59
C6	67.83	1883.00	2°03'46"	N38°16'28"W	67.82
C7	94.99	433.00	12°34'08"	N17°34'08"E	94.80
C8	177.86	293.00	36°12'11"	N37°17'46"W	175.07
C9	247.32	250.00	56°40'53"	N28°53'38"W	237.38
C10	599.53	1630.00	10°46'15"	N64°37'02"W	596.46
C11	855.15	225.00	97°32'09"	S23°04'04"E	460.07
C12	216.47	400.00	46°18'53"	S11°33'04"W	209.38



GRAPHIC SCALE
1 inch = 60 ft.

INDEX OF SHEETS
1 SIGNATURES, NOTES AND LEGEND
2 OVERALL SITE MAP 1"=60'

Dewberry
203 ABERDEEN AVENUE
PANAMA CITY, FLORIDA 32405
PHONE 850.522.0844 FAX 850.522.1011
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREBLE-RISH

PLAT BOOK	PAGE

SHEET 1 OF 2

FANNING BAYOU PHASE 3

A SUBDIVISION OF A PORTION OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 14 WEST,
BAY COUNTY, FLORIDA
JUNE 2017

DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS THAT D. R. HORTON, INC., THE OWNER IN FEE SIMPLE OF THE LANDS SHOWN HEREON, PLATTED AS "FANNING BAYOU PHASE 3", DOES HEREBY DEDICATE ALL COMMON AREAS, AND DRAINAGE EASEMENTS TO FANNING BAYOU OWNERS ASSOCIATION, INC. IN ACCORDANCE WITH FLORIDA STATUTE 177.081(3) AS RECORDED IN OFFICIAL RECORDS BOOK 3588, PAGE 2231 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA. THE UTILITY EASEMENTS ARE DEDICATED TO BAY COUNTY, FLORIDA.

D. R. HORTON, INC.

WITNESS _____

PRINTED NAME _____

WITNESS _____

PRINTED NAME _____

BY: _____
SCOTT WHITEHURST
DIVISION PRESIDENT - NORTHERN GULF COAST

DATE SIGNED _____

ACKNOWLEDGEMENT

BEFORE ME THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED SCOTT WHITEHURST, DIVISION PRESIDENT - NORTHERN GULF COAST OF D. R. HORTON, INC., THE OWNER IN FEE SIMPLE, PERSONALLY KNOWN TO ME OR WHO PRESENTED A VALID DRIVER'S LICENSE AS IDENTIFICATION, AND WHO ACKNOWLEDGED EXECUTION OF THE DEDICATION OF THIS PLAT OF "FANNING BAYOU PHASE 3", FOR THE PURPOSES THEREIN SET FORTH.

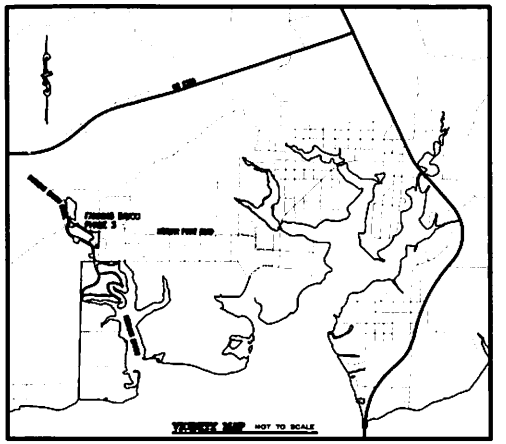
GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2017.

NOTARY PUBLIC STATE OF _____
MY COMMISSION EXPIRES: _____

DESCRIPTION

LEGAL DESCRIPTION FANNING BAYOU PHASE 3

BEGIN AT A FOUND 4" BY 4" CONCRETE MONUMENT NO. LB7137, MARKING THE NORTHEASTERLY CORNER (ALSO WEST EAST CORNER) OF LOT 16, FANNING BAYOU PHASE 1, A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK 24, PAGES 84 THROUGH 96 OF THE PUBLIC RECORDS BAY COUNTY, FLORIDA AND PROCEED ALONG SAID PHASE 1 AS FOLLOWS; SOUTH 61 DEGREES 45 MINUTES 34 SECONDS EAST, FOR A DISTANCE OF 44.79 FEET TO A POINT ON A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 69.00 FEET; THROUGH A CENTRAL ANGLE OF 92 DEGREES 49 MINUTES 27 SECONDS; THENCE PROCEED NORTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 111.79 FEET, (CHORD BEARING AND DISTANCE = NORTH 21 DEGREES 42 MINUTES 01 SECONDS EAST, FOR A DISTANCE OF 99.96 FEET); THENCE NORTH 40 DEGREES 18 MINUTES 23 SECONDS WEST, FOR A DISTANCE OF 103.00 FEET; THENCE NORTH 88 DEGREES 34 MINUTES 34 SECONDS WEST, FOR A DISTANCE OF 828.90 FEET TO A POINT ON A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 152.00 FEET, THROUGH A CENTRAL ANGLE OF 66 DEGREES 24 MINUTES 07 SECONDS; THENCE PROCEED WESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 176.16 FEET, (CHORD BEARING AND DISTANCE = SOUTH 72 DEGREES 57 MINUTES 03 SECONDS WEST, FOR A DISTANCE OF 166.48 FEET) TO THE NORTHEAST CORNER OF LOT 8 OF SAID PHASE 1; THENCE NORTH 72 DEGREES 10 MINUTES 20 SECONDS WEST, ALONG THE NORTHERLY BOUNDARY OF SAID LOT 8, FOR A DISTANCE OF 156.50 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF FANNING BAYOU DRIVE AS RECORDED IN OFFICIAL RECORDS BOOK 3180, PAGE 1696 THROUGH 1704 OF THE PUBLIC RECORDS BAY COUNTY, FLORIDA; POINT BEING ON A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 292.00 FEET, THROUGH A CENTRAL ANGLE OF 06 DEGREES 02 MINUTES 20 SECONDS; THENCE PROCEED NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND CURVE FOR AN ARC DISTANCE OF 30.78 FEET, (CHORD BEARING AND DISTANCE = NORTH 20 DEGREES 50 MINUTES 50 SECONDS EAST, FOR A DISTANCE OF 30.76 FEET); THENCE NORTH 23 DEGREES 52 MINUTES 00 SECONDS EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 80.68 FEET TO A POINT ON A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 433.00 FEET, THROUGH A CENTRAL ANGLE OF 12 DEGREES 34 MINUTES 08 SECONDS; THENCE PROCEED NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND CURVE FOR AN ARC DISTANCE OF 94.99 FEET, (CHORD BEARING AND DISTANCE = NORTH 17 DEGREES 34 MINUTES 58 SECONDS EAST, FOR A DISTANCE OF 94.80 FEET); THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE AND SAID PHASE 1, PROCEED ALONG THE SOUTH BOUNDARY LINE OF A CONSERVATION EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 2830, PAGES 1044 THROUGH 1480 OF THE PUBLIC RECORDS BAY COUNTY, FLORIDA AS FOLLOWS: SOUTH 33 DEGREES 44 MINUTES 27 SECONDS EAST, FOR A DISTANCE OF 3.42 FEET; THENCE SOUTH 81 DEGREES 58 MINUTES 27 SECONDS EAST, FOR A DISTANCE OF 14.83 FEET; THENCE SOUTH 21 DEGREES 35 MINUTES 13 SECONDS EAST, FOR A DISTANCE OF 13.13 FEET; THENCE SOUTH 32 DEGREES 04 MINUTES 39 SECONDS EAST, FOR A DISTANCE OF 59.61 FEET; THENCE SOUTH 82 DEGREES 25 MINUTES 01 SECONDS EAST, FOR A DISTANCE OF 41.84 FEET; THENCE SOUTH 10 DEGREES 43 MINUTES 43 SECONDS EAST, FOR A DISTANCE OF 33.02 FEET; THENCE SOUTH 80 DEGREES 04 MINUTES 54 SECONDS EAST, FOR A DISTANCE OF 50.43 FEET; THENCE SOUTH 73 DEGREES 20 MINUTES 06 SECONDS EAST, FOR A DISTANCE OF 22.83 FEET; THENCE NORTH 77 DEGREES 41 MINUTES 22 SECONDS EAST, FOR A DISTANCE OF 66.31 FEET; THENCE SOUTH 88 DEGREES 47 MINUTES 19 SECONDS EAST, FOR A DISTANCE OF 54.02 FEET; THENCE SOUTH 40 DEGREES 08 MINUTES 44 SECONDS EAST, FOR A DISTANCE OF 41.82 FEET; THENCE SOUTH 03 DEGREES 46 MINUTES 19 SECONDS EAST, FOR A DISTANCE OF 26.92 FEET; THENCE SOUTH 63 DEGREES 28 MINUTES 05 SECONDS EAST, FOR A DISTANCE OF 56.80 FEET; THENCE SOUTH 57 DEGREES 55 MINUTES 50 SECONDS EAST, FOR A DISTANCE OF 33.96 FEET; THENCE SOUTH 75 DEGREES 09 MINUTES 34 SECONDS EAST, FOR A DISTANCE OF 26.96 FEET; THENCE SOUTH 84 DEGREES 08 MINUTES 19 SECONDS EAST, FOR A DISTANCE OF 48.99 FEET; THENCE SOUTH 54 DEGREES 56 MINUTES 35 SECONDS EAST, FOR A DISTANCE OF 44.43 FEET; THENCE SOUTH 00 DEGREES 34 MINUTES 41 SECONDS WEST, FOR A DISTANCE OF 22.38 FEET; THENCE SOUTH 61 DEGREES 19 MINUTES 13 SECONDS EAST, FOR A DISTANCE OF 33.30 FEET; THENCE SOUTH 28 DEGREES 49 MINUTES 09 SECONDS EAST, FOR A DISTANCE OF 26.48 FEET; THENCE SOUTH 70 DEGREES 12 MINUTES 13 SECONDS EAST, FOR A DISTANCE OF 74.45 FEET; THENCE SOUTH 30 DEGREES 24 MINUTES 58 SECONDS EAST, FOR A DISTANCE OF 44.73 FEET; THENCE SOUTH 58 DEGREES 00 MINUTES 08 SECONDS EAST, FOR A DISTANCE OF 31.84 FEET; THENCE SOUTH 68 DEGREES 08 MINUTES 03 SECONDS EAST, FOR A DISTANCE OF 40.48 FEET; THENCE NORTH 78 DEGREES 56 MINUTES 29 SECONDS EAST, FOR A DISTANCE OF 26.18 FEET; THENCE SOUTH 84 DEGREES 21 MINUTES 20 SECONDS EAST, FOR A DISTANCE OF 43.20 FEET; THENCE SOUTH 63 DEGREES 23 MINUTES 44 SECONDS EAST, FOR A DISTANCE OF 27.18 FEET; THENCE NORTH 61 DEGREES 24 MINUTES 35 SECONDS EAST, FOR A DISTANCE OF 46.20 FEET; THENCE SOUTH 56 DEGREES 33 MINUTES 49 SECONDS EAST, FOR A DISTANCE OF 8.16 FEET; THENCE SOUTH 81 DEGREES 42 MINUTES 37 SECONDS EAST, FOR A DISTANCE OF 37.19 FEET; THENCE NORTH 88 DEGREES 48 MINUTES 56 SECONDS EAST, FOR A DISTANCE OF 38.28 FEET; THENCE NORTH 83 DEGREES 46 MINUTES 37 SECONDS EAST, FOR A DISTANCE OF 41.61 FEET; THENCE SOUTH 68 DEGREES 16 MINUTES 10 SECONDS EAST, FOR A DISTANCE OF 31.08 FEET; THENCE NORTH 82 DEGREES 14 MINUTES 01 SECONDS EAST, FOR A DISTANCE OF 37.19 FEET; THENCE NORTH 52 DEGREES 20 MINUTES 33 SECONDS EAST, FOR A DISTANCE OF 37.63 FEET TO A POINT ON THE EAST BOUNDARY LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 14 WEST, BAY COUNTY, FLORIDA; THENCE LEAVING SAID CONSERVATION EASEMENT PROCEED SOUTH 00 DEGREES 39 MINUTES 42 SECONDS WEST, ALONG SAID EAST BOUNDARY LINE, FOR A DISTANCE OF 379.24 FEET TO THE NORTH BOUNDARY LINE OF BAY COUNTY STORMWATER MANAGEMENT AREA NO.2, RECORDED IN OFFICIAL RECORDS BOOK 3180, PAGE 1696 OF THE PUBLIC RECORDS BAY COUNTY, FLORIDA; THENCE LEAVING SAID EAST BOUNDARY LINE PROCEED WESTERLY ALONG SAID NORTH BOUNDARY LINE AS FOLLOWS: NORTH 87 DEGREES 18 MINUTES 40 SECONDS WEST, FOR A DISTANCE OF 82.58 FEET; THENCE SOUTH 70 DEGREES 46 MINUTES 18 SECONDS WEST, FOR A DISTANCE OF 136.13 FEET TO A POINT ON THE AFORESAID EASTERLY RIGHT OF WAY LINE OF FANNING BAYOU DRIVE, POINT BEING ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 263.00 FEET, THROUGH A CENTRAL ANGLE OF 38 DEGREES 02 MINUTES 11 SECONDS; THENCE LEAVING SAID NORTH BOUNDARY LINE PROCEED NORTHWESTERLY ALONG SAID EAST RIGHT OF WAY LINE AND CURVE FOR AN ARC DISTANCE OF 177.99 FEET, (CHORD BEARING AND DISTANCE = NORTH 37 DEGREES 12 MINUTES 49 SECONDS WEST, FOR A DISTANCE OF 175.07 FEET); THENCE NORTH 55 DEGREES 13 MINUTES 55 SECONDS WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 33.70 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1,063.00 FEET, THROUGH A CENTRAL ANGLE OF 02 DEGREES 05 MINUTES 10 SECONDS; THENCE PROCEED NORTHWESTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND CURVE FOR AN ARC DISTANCE OF 87.83 FEET, (CHORD BEARING AND DISTANCE = NORTH 58 DEGREES 18 MINUTES 29 SECONDS WEST, FOR A DISTANCE OF 87.82 FEET) TO THE SOUTHEASTERLY CORNER OF AFORESAID LOT 19; THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE PROCEED NORTH 31 DEGREES 46 MINUTES 55 SECONDS EAST, ALONG THE EASTERLY BOUNDARY LINE OF SAID LOT 19, FOR A DISTANCE OF 160.73 FEET TO THE POINT OF BEGINNING. CONTAINING 5.465 ACRES, MORE OR LESS.



VICINITY MAP NOT TO SCALE

NOTES

1. BEARINGS SHOWN HEREON ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH ZONE NAD 83/90, BEARING SOUTH 88 DEGREES 47 MINUTES 31 SECONDS EAST ALONG THE ALONG THE SOUTH BOUNDARY LINE OF THE SOUTHEAST QUARTER OF SECTION 30, T-2-S, R-14-W.

2. SOURCE OF INFORMATION: RECORD DEEDS AND BOUNDARY SURVEY OF SUBJECT PROPERTY.

3. FLOOD NOTE: BY GRAPHIC PLOTTING ONLY; ALL PLATTED LOTS SHOWN HEREON LIE IN ZONE X AS PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP FOR BAY COUNTY, FLORIDA; SEE COMMUNITY PANEL NO. 120004 0220 H, WHICH BEARS A MAP REVISED DATE OF JUNE 2, 2006

4. VERTICAL DATUM IS REFERENCED TO FLORIDA DEPARTMENT OF TRANSPORTATION 4" X 4" CONCRETE MONUMENT WITH BRASS DISK STAMPED 46-00-EC0MV (NAVD 88).

INDEX OF SHEETS

1 SIGNATURES, NOTES AND LEGEND.
2 OVERALL SITE MAP 1"=60'

NOTICE

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

NOTE

ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES: PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR ANY OTHER PUBLIC UTILITY.

TITLE CERTIFICATE

THIS IS TO CERTIFY THAT I HAVE PERSONALLY EXAMINED THE TITLE TO THE LANDS PLATTED HEREON AND FIND THAT FEE TITLE IS VESTED IN D. R. HORTON, INC., AND THAT THERE ARE NO UNSATISFIED MORTGAGES ON SAID LANDS. THIS CERTIFICATION IS BASED UPON THE BEST OF MY KNOWLEDGE AND BELIEF, THIS _____ DAY OF _____, 2017.

BY: _____
JOHN A BRIDTWESER
FLORIDA LICENSED TITLE AGENT
DH TITLE OF FLORIDA, INC

TAX COLLECTOR'S CERTIFICATE

I, CHUCK PEROUE, DO HEREBY CERTIFY THAT TAXES HAVE BEEN PAID THROUGH TAX YEAR _____, TO THE BEST OF MY KNOWLEDGE.

DATE: _____

BY: _____
CHUCK PEROUE
BAY COUNTY TAX COLLECTOR

COUNTY ENGINEER/ACCESS MANAGEMENT CERTIFICATE

THIS IS TO CERTIFY THAT I, KEITH C. BRYANT, COUNTY ENGINEER FOR BAY COUNTY, FLORIDA, HAVE EXAMINED THIS PLAT, "FANNING BAYOU PHASE 3", AND FIND THAT IT CONFORMS TO APPLICABLE REGULATIONS FOR SUBDIVISIONS IN BAY COUNTY, FLORIDA. SIGNED ON THIS THE _____ DAY OF _____, 2017.

BY: _____
KEITH C. BRYANT, P.E.
BAY COUNTY ENGINEER/PUBLIC WORKS DIRECTOR
FLORIDA REGISTRATION 53906

CERTIFICATE OF COUNTY SURVEYOR

I, ROBERT E. ZIEROEN, COUNTY SURVEYOR FOR BAY COUNTY, FLORIDA, HAVE REVIEWED THIS PLAT, "FANNING BAYOU PHASE 3", AND HEREBY CERTIFY THAT IT COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

SIGNED ON THIS THE _____ DAY OF _____, 2017.

BY: _____
ROBERT E. ZIEROEN, P.L.S.
COUNTY SURVEYOR
FLORIDA LICENSE NO. LS 4966

COUNTY COMMISSIONERS APPROVAL

THIS IS TO CERTIFY THAT THIS PLAT, "FANNING BAYOU PHASE 3", HAS BEEN EXAMINED IN REGULAR SESSION AND THAT IT IS HEREBY APPROVED FOR RECORD BY A MAJORITY VOTE OF THE BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY, FLORIDA, SIGNED ON THIS THE _____ DAY OF _____, 2017.

BY: _____
GUY M. TUNNELL
DISTRICT 4

BY: _____
TOMMY HAMM
DISTRICT 1

BY: _____
ROBERT CARROLL
DISTRICT 2

BY: _____
WILLIAM T. DOZIER
CHAIRMAN / DISTRICT 3

BY: _____
PHILIP "CHIP" GRIFFITTS
VICE CHAIRMAN /DISTRICT 5

CERTIFICATE OF CLERK

I, BILL KINSAUL, CLERK OF THE CIRCUIT COURT OF BAY COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR PERMANENT RECORD ON THE _____ DAY OF _____, 2017 IN PLAT BOOK NO. _____ AT PAGE(S) NO. _____ THROUGH NO. _____, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

BY: _____
BILL KINSAUL
CLERK OF THE CIRCUIT COURT
BAY COUNTY, FLORIDA

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT, FANNING BAYOU PHASE 3, IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THIS PLAT WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THE SURVEY DATA AND THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND THAT PERMANENT REFERENCE MONUMENTS AND PERMANENT CONTROL POINTS WILL BE SET AFTER COMPLETION OF CONSTRUCTION.

SIGNED ON THIS THE _____ DAY OF _____, 2017.

BY: _____
DAVID JON BARTLETT, P.L.S.
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA LICENSE NO. LS 4018

Dewberry | PREBLE-RISH
203 ABERDEEN PARKWAY
PANAMA CITY, FLORIDA 32405
PHONE: 850.522.0644 FAX: 850.522.1011
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

Bay County Board of County Commissioners
Agenda Item Summary

Fanning Bayou Phase 4 Plat Approval

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

MEETING DATE: 7/18/2017

REQUESTED MOTION/ACTION:
Board; 1) Approve the final plat of the Fanning Bayou Phase 4 Subdivision; and, 2) Authorize staff to record the development maintenance bond with the Clerk of Court. **(District IV)**

AGENDA
Public Works - Consent

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

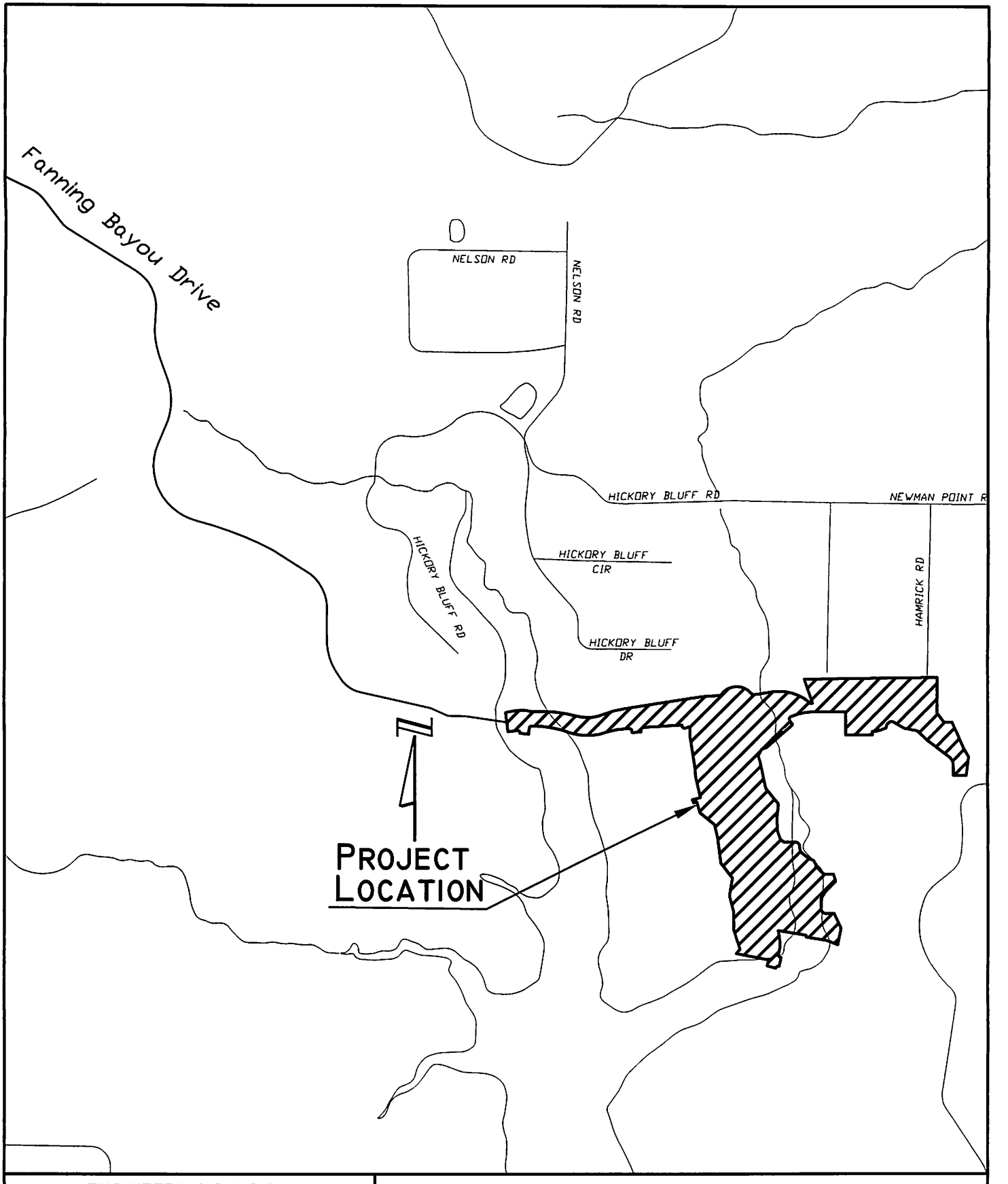
BACKGROUND:
Mr. Scott Whitehurst, Division President, D.R. Horton, Inc. ("the developer") is requesting final approval for the plat of Fanning Bayou Phase 4 Subdivision. The subdivision consists of 50 residential lots. The roads (0.74 miles) will be dedicated to the public and the stormwater retention systems, amenity parcels and easements will remain private and dedicated to the Homeowners Association **(EXHIBIT 1 & 2).**

The development was reviewed and approved by the Planning and Zoning Division on March 15, 2016. The subdivision plat is in compliance with the requirements of Chapter 177.071, Florida Statutes and Bay County regulations. The developer has provided a three year maintenance bond in the amount of $160,172.60 to serve as a guarantee for those improvements dedicated or conveyed to the County **(EXHIBIT 3)**.

ATTACHMENTS:

Description	Type
Fanning Bayou Ph 4 Exhibit 1	Exhibit
Fanning Bayou Ph 4 Exhibit 2	Exhibit
Fanning Bayou Ph 4 Exhibit 3	Exhibit

EXHIBIT 1



ENGINEERING DIVISION BAY COUNTY GOVERNMENT CENTER 840 W. 11TH STREET PANAMA CITY, FL 32401 PHONE: (850) 248-8301	FANNING BAYOU PHASE 4 VICINITY MAP					
	Scale N/A	Date Drawn 30 MAY 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\FANNING BAYOU PHASE 4 (DJG 30 MAY17).dwg ~ Date plotted: May 31, 2017 – 7:52am

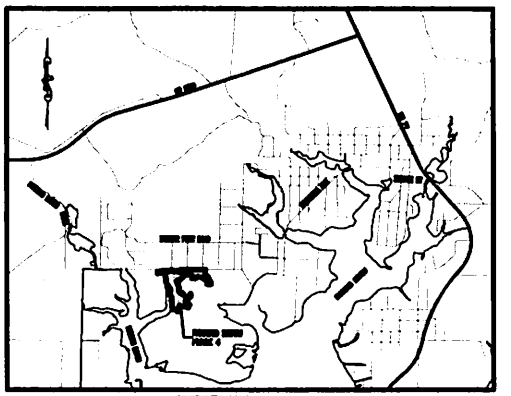
PLAT BOOK	PAGE

SHEET 1 OF 6

FANNING BAYOU PHASE 4

A SUBDIVISION OF A PORTION OF SECTION 32, TOWNSHIP 2 SOUTH, RANGE 14 WEST,
BAY COUNTY, FLORIDA

MARCH 2017



VICINITY MAP NOT TO SCALE

DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS THAT D. R. HORTON, INC., THE OWNER IN FEE SIMPLE OF THE LANDS HEREIN DESCRIBED, PLATTED AS "FANNING BAYOU PHASE 4", DO HEREBY DEDICATE IN PERPETUITY TO HORTON, INC. THEIR SUCCESSORS AND ASSIGNS FOR USE BY THE COUNTY, [illegible] ALL STREET RIGHTS-OF-WAY DEDICATED HEREIN TO FANNING BAYOU OWNERS ASSOCIATION, INC. IN ACCORDANCE WITH CHAPTER 177.085 F.S. [illegible] THE RIGHTS-OF-WAY AND EASEMENTS SHOWN HEREON ARE NOT DEDICATED TO THE PUBLIC BY VIRTUE OF THIS PLAT UNLESS SPECIFICALLY SET FORTH HEREIN.

WITNESS _____ D. R. HORTON, INC.

PRINTED NAME _____

BY: _____
SCOTT WEIGHART
DIVISION PRESIDENT – NORTHERN GULF COAST

WITNESS _____

PRINTED NAME _____ DATE SIGNED _____

ACKNOWLEDGEMENT

BEFORE ME THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED SCOTT WEIGHART, DIVISION PRESIDENT – NORTHERN GULF COAST OF D. R. HORTON, INC., THE OWNER IN FEE SIMPLE, PERSONALLY KNOWN TO ME OR HAS PRODUCED A VALID DRIVER'S LICENSE AS IDENTIFICATION, AND THE APPOINTED EXECUTOR OF THE DEDICATION OF THIS PLAT OF "FANNING BAYOU PHASE 4", FOR THE PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2017.

NOTARY PUBLIC STATE OF _____
MY COMMISSION EXPIRES _____

DESCRIPTION

[illegible] PHASE 4

[illegible]

ADDITIONAL NOTES

1. BEARINGS SHOWN HEREON ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EASTERN ZONE AND GRID NAD 83/90. [illegible] BEARING OF [illegible] BEARING BAY ALONG THE ALONG THE SOUTH BOUNDARY LINE OF THE SOUTHEAST QUARTER OF SECTION 32, T-2-S, R-14-W.

2. SOURCE OF INFORMATION: RECORD DEEDS AND BOUNDARY SURVEY OF SUBJECT PROPERTY.

3. FLOOD NOTE: BY GRAPHIC PLOTTING ONLY, ALL PLATTED LOTS SHOWN HEREON LIE IN ZONE X AS PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP FOR BAY COUNTY, FLORIDA, THE COMMUNITY PANEL NO. 12005C 0215 H, WHICH BEARS A MAP REVISED DATE OF JUNE 5, 2009.

4. VERTICAL DATUM IS REFERENCED TO FLORIDA DEPARTMENT OF TRANSPORTATION 4" X 4" CONCRETE MONUMENT WITH BRASS DISC STAMPED 48-03-B2001 (NAVD 88).

5. FANNING BAYOU TERRITORY AND FANNING BAYOU (APPROXIMATE WETLANDS ZONE) AS SHOWN HEREON, WAS FIELD TRACED FROM AN AERIAL PHOTO TAKEN FROM WWW.GIS.BAYCO.COM, HIGH-RESOLUTION BANDS, BAY BAY, OPENLAYER_BANDS_20 AND HAS NOT BEEN FIELD VERIFIED BY DEWBERRY/PREBLE-RISH.

NOTICE

THIS PLAT, AS RECORDED IN ITS RESPECTIVE FORM OF RECORD, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN, AND WILL BE VALID AND ENFORCEABLE IN ACCORDANCE WITH ANY APPLICABLE ORDINANCES OF BAY COUNTY, FLORIDA, FOR A PERIOD OF TWENTY (20) YEARS FROM DATE OF RECORDING, UNLESS OTHERWISE VACATED, AND MAY BE EXTENDED BEYOND THAT TIME IN ACCORDANCE WITH STATE LAW. ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT MAY ALSO BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

NOTES

ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES. IN NO EVENT SHALL ANY RIGHTS OF THE PUBLIC OR ANY OTHER UTILITY BE ENCUMBERED BY OR ENTITLED TO USE THE FACILITIES AND SERVICES OF AN ELECTRICAL, TELEPHONE, GAS, OR ANY OTHER PUBLIC UTILITY.

SYMBOLS & ABBREVIATIONS

L.B.	= LICENSED BUSINESS
L	= ARC LENGTH
R	= RADIUS
Δ	= DELTA ANGLE
CB	= CHORD BEARING
CD	= CHORD LENGTH
P.C.	= POINT OF CURVATURE
P.T.	= POINT OF TANGENCY
P.O.B.	= POINT OF BEGINNING
P.O.C.	= POINT OF COMMENCEMENT
(R)	= RADIAL
(NR)	= NON-RADIAL
B.L.	= BUILDING SETBACK LINE
F.F.E.	= FINISHED FLOOR ELEVATION
P.R.M.	= PERMANENT REFERENCE MONUMENT
(M)	= MEASURED
(C+S)	= TYPICAL
(R&S)	= SPECIAL RECORD BEARING
⊕	= NAIL OR LEAD
NBA	= FANNING BAYOU OWNERS ASSOCIATION INC.
●	= PERMANENT CONTROL POINT
○	= FOUND 1/2" CAPPED IRON ROD L.B. (P127)
○	= SET 1/2" CAPPED IRON ROD L.B. (P127)
⊠	= FOUND 4" X 4" CONCRETE MONUMENT L.B. (P127)
⊠	= SET 4" X 4" CONCRETE MONUMENT L.B. (P127)
T-2-S	= TOWNSHIP 2 SOUTH
R-14-W	= RANGE 14 WEST
L.B.	= LICENSED BUSINESS
P.L.S.	= PROFESSIONAL LAND SURVEYOR
IRS	= IRON RODS SET
NGVD	= NATIONAL GEODETIC VERTICAL DATUM
BPO	= St. Joe Power Company
D-0428	= CABLE TABLE
U-1291	= LINE TABLE
	= WETLANDS / CONSERVATION LINE
	= VEGETATIVE BUFFER
	= BUILDING SETBACK LINE
	= PRIVATE WETLANDS / CONSERVATION EASEMENT (NATURAL BUFFER ZONE SEE NOTE 1 ON SHEET 2)

OWNER'S CERTIFICATE

THIS IS TO CERTIFY THAT I HAVE PERSONALLY EXAMINED THE TITLE TO THE LANDS PLATTED HEREIN AND FIND THAT THE TITLE IS VESTED IN D. R. HORTON, INC. AND THAT THERE ARE NO MORTGAGES RECORDED ON SAID LANDS. THE DEDICATION IS MADE UPON THE BEST OF MY KNOWLEDGE AND BELIEF, THIS _____ DAY OF _____, 2017.

BY: _____
ATTORNEY
FLORIDA BARRED TITLE AGENT
THE TITLE OF FLORIDA, INC.

TAX COLLECTOR'S CERTIFICATE

I, CINDY BERRIER, DO HEREBY CERTIFY THAT TAXES HAVE BEEN PAID THROUGH TAX YEAR _____, TO THE BEST OF MY KNOWLEDGE.

DATED _____ BY: _____
CINDY BERRIER
BAY COUNTY TAX COLLECTOR

PUBLIC WORKS DIRECTOR/COUNTY ENGINEER'S CERTIFICATE

THIS IS TO CERTIFY THAT I, HEDI G. BRYANT, COUNTY ENGINEER FOR BAY COUNTY, FLORIDA, HAVE REVIEWED THIS PLAT, "FANNING BAYOU PHASE 4", AND FIND THAT IT CONFORMS TO APPLICABLE REGULATIONS NOT ELIMINATED IN BAY COUNTY, FLORIDA, SIGNED ON THIS THE _____ DAY OF _____, 2017.

BY: _____
HEDI G. BRYANT, P.E.
BAY COUNTY ENGINEER/PUBLIC WORKS DIRECTOR
FLORIDA REGISTRATION [illegible]

CERTIFICATE OF COUNTY SURVEYOR

I, ROBERT E. JOHNSON, COUNTY SURVEYOR FOR BAY COUNTY, FLORIDA, HAVE REVIEWED THIS PLAT, "FANNING BAYOU PHASE 4", AND HEREBY CERTIFY THAT IT COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

SIGNED ON THIS THE _____ DAY OF _____, 2017.

BY: _____
ROBERT E. JOHNSON, P.L.S.
COUNTY SURVEYOR
FLORIDA LICENSE NO. LS 4680

COUNTY COMMISSIONERS' APPROVAL

THIS IS TO CERTIFY THAT THIS PLAT, "FANNING BAYOU PHASE 4", HAS BEEN EXAMINED IN REGULAR SESSION AND THAT IT IS HEREBY APPROVED FOR RECORD BY A MAJORITY VOTE OF THE BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY, FLORIDA, SIGNED ON THIS THE _____ DAY OF _____, 2017.

BY: _____
GUY D. TUNNELL
DISTRICT 4

BY: _____
TOMMY HARE
CHAIRMAN / DISTRICT 1

BY: _____
ROBERT CARROLL
DISTRICT 2

BY: _____
WILLIAM T. DORAN
VICE CHAIRMAN / DISTRICT 3

BY: _____
PHILIP "MIKE" GRIFFITH
DISTRICT 5

CERTIFICATE OF CLERK

I, BILL KINSAUL, CLERK OF THE CIRCUIT COURT OF BAY COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR PERMANENT RECORD ON THE _____ DAY OF _____, 2017 IN PLAT BOOK NO. _____ AT PAGE(S) NO. _____ THROUGH NO. _____, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

BY: _____
BILL KINSAUL
CLERK OF THE CIRCUIT COURT
BAY COUNTY, FLORIDA

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE PLAT, "FANNING BAYOU PHASE 4", IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THIS PLAT WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THE SURVEY DATA AND THE PLAT COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND THAT PERMANENT REFERENCE MONUMENTS AND PERMANENT CONTROL POINTS WILL BE SET AFTER COMPLETION OF CONSTRUCTION.

SIGNED ON THIS THE _____ DAY OF _____, 2017.

BY: _____
MARK JOY MAYFIELD, P.L.S.
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA LICENSE NO. LS 4749

Dewberry | PREBLE-RISH
203 ABERDEEN PARKWAY
PANAMA CITY, FLORIDA 32405
PHONE 850.522.0644 FAX 850.522.1011
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

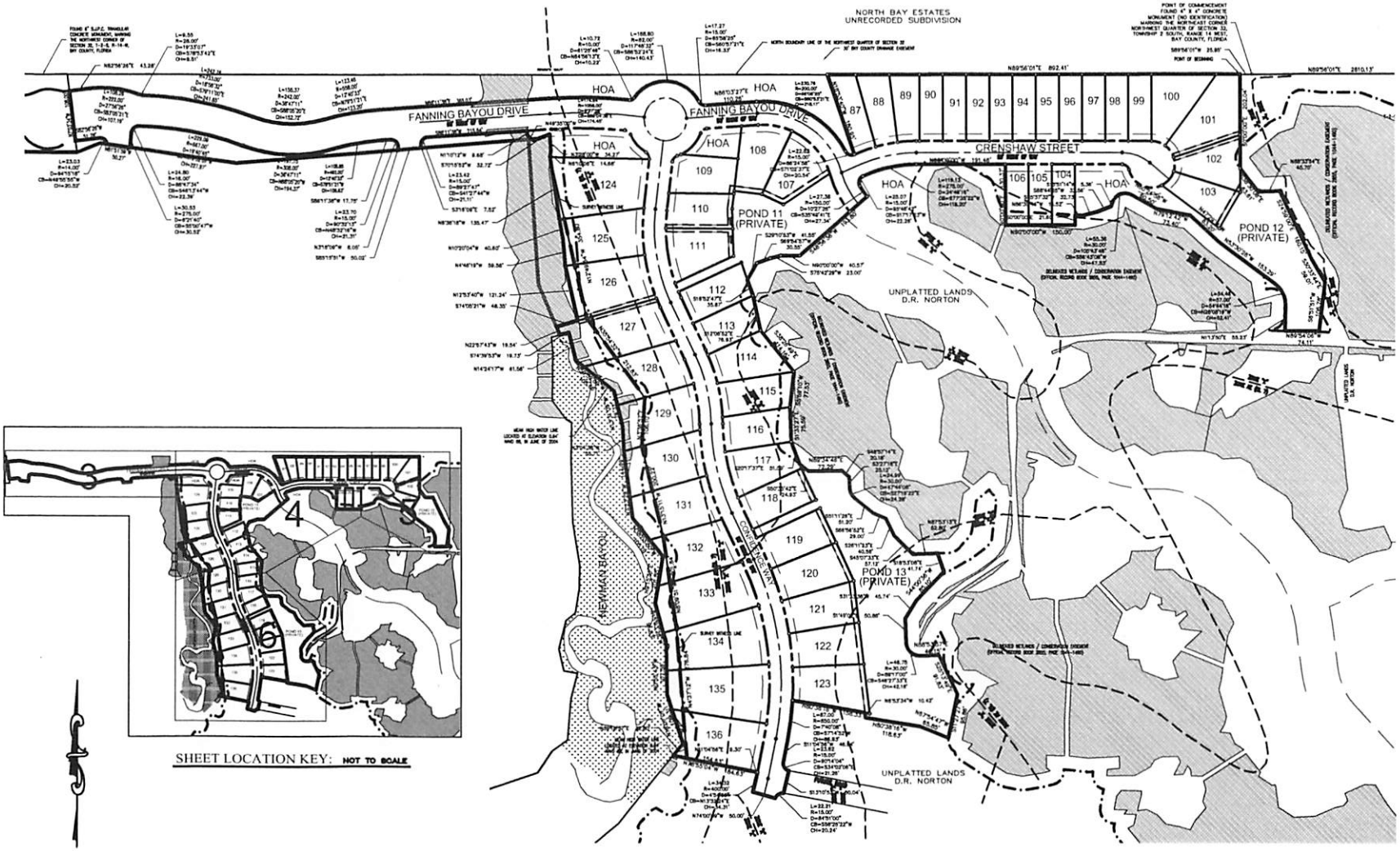
PLAT BOOK	PAGE

SHEET 2 OF 6

FANNING BAYOU PHASE 4

A SUBDIVISION OF A PORTION OF SECTION 32, TOWNSHIP 2 SOUTH, RANGE 14 WEST,
BAY COUNTY, FLORIDA

MARCH 2017



GRAPHIC SCALE

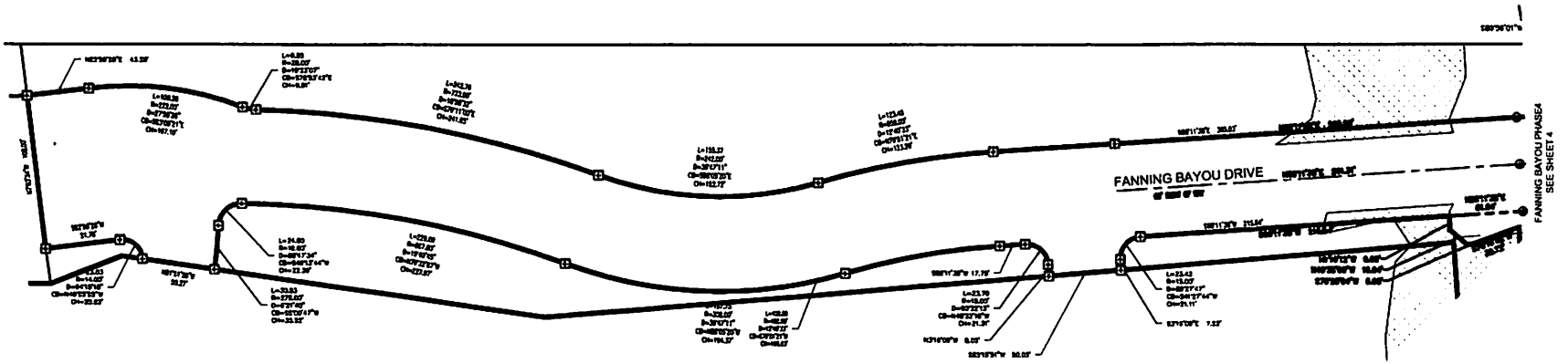
(IN FEET)
1 inch = 100 ft.

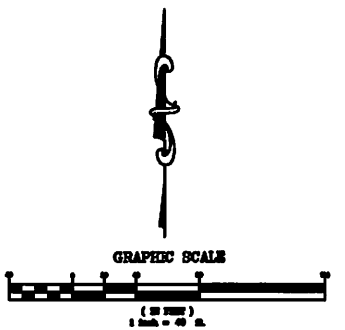
Dewberry | PREBLE-RISH
203 ABERDEEN PARKWAY
PANAMA CITY, FLORIDA 32405
PHONE: 850.522.0644 FAX: 850.522.1011
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

PLAT BOOK	PAGE

FANNING BAYOU PHASE 4

A SUBDIVISION OF A PORTION OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 14 WEST,
BAY COUNTY, FLORIDA
MARCH 2017





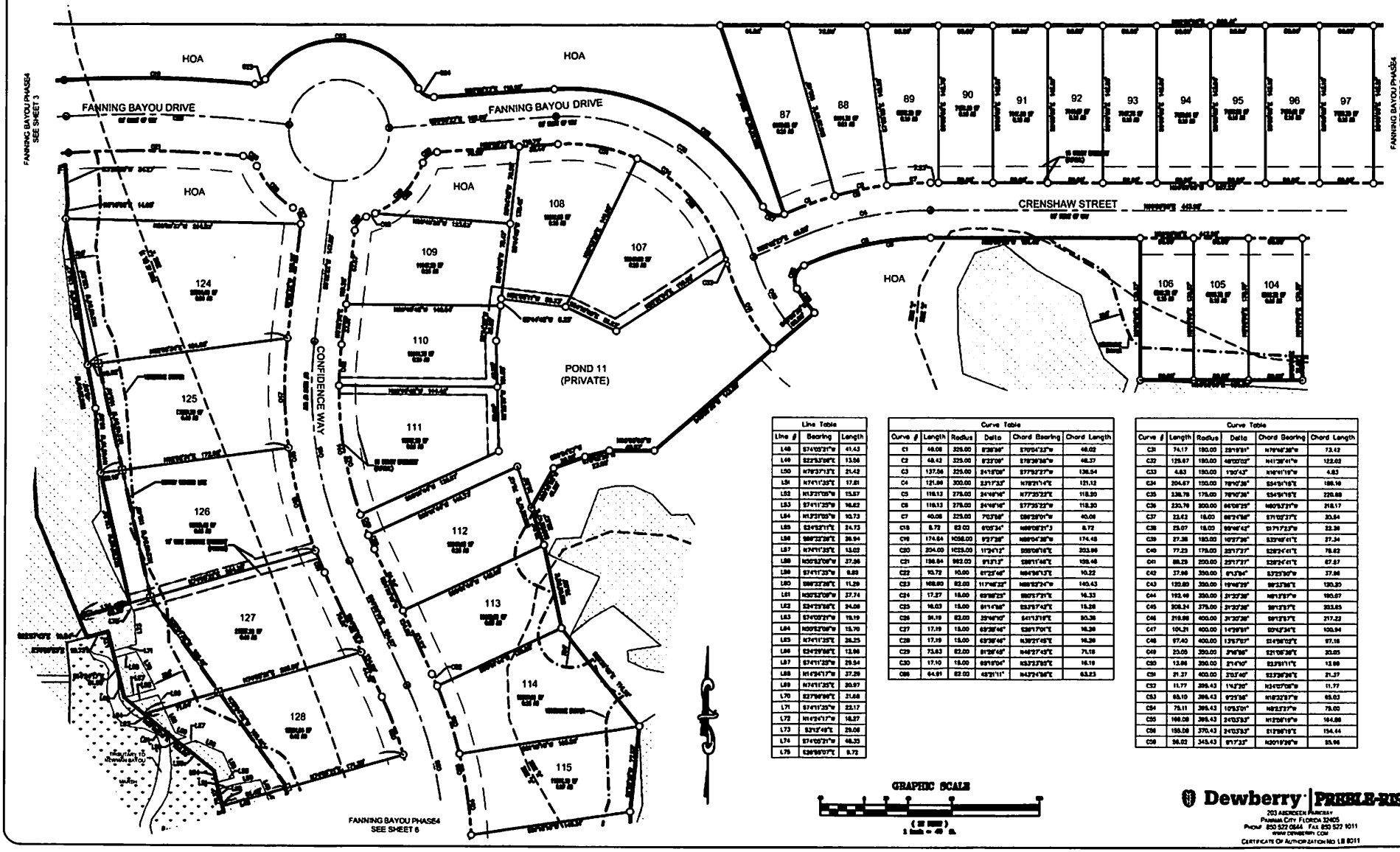
Dewberry | PREBLE-RISH
203 ARCROSS PARKWAY
PANAMA CITY, FLORIDA 32405
PHONE: 850 522 0844 FAX 850 522 1011
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

PLAT BOOK	PAGE

FANNING BAYOU PHASE 4

A SUBDIVISION OF A PORTION OF SECTION 32, TOWNSHIP 2 SOUTH, RANGE 14 WEST,
BAY COUNTY, FLORIDA

MARCH 2017



Line Table		
Line #	Bearing	Length
L48	S74°05'31"W	41.43
L49	S22°53'09"E	13.56
L50	N79°37'13"E	21.42
L51	N74°11'35"E	17.81
L52	N13°31'05"W	15.57
L53	S74°11'35"W	16.62
L54	N13°31'05"W	10.73
L55	S24°52'11"E	24.73
L56	S86°32'38"E	38.94
L57	N74°11'35"E	13.02
L58	N30°52'09"W	27.36
L59	S74°11'35"W	6.83
L60	S86°32'38"E	11.29
L61	N30°52'09"W	27.74
L62	S34°23'08"E	24.06
L63	S74°05'31"W	19.19
L64	N30°52'09"W	15.70
L65	N74°11'35"E	26.25
L66	S34°23'08"E	12.96
L67	S74°11'35"W	29.54
L68	N14°34'17"W	37.29
L69	N74°11'35"E	20.97
L70	S27°56'08"E	21.68
L71	S74°11'35"W	22.17
L72	N14°34'17"W	18.37
L73	S31°45'E	29.06
L74	S74°05'31"W	48.35
L75	S36°56'07"E	9.72

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	48.08	325.00	8°28'36"	S70°04'33"W	48.03
C2	48.43	325.00	8°32'09"	S78°36'36"W	48.37
C3	137.56	225.00	34°18'09"	S77°52'27"W	135.54
C4	121.86	300.00	23°17'33"	N78°21'14"E	121.12
C5	116.13	275.00	24°18'16"	N77°35'33"E	115.20
C6	116.13	275.00	24°18'16"	S77°35'33"W	115.20
C7	40.08	225.00	10°12'58"	S38°28'01"W	40.08
C8	8.72	62.00	8°05'34"	N86°08'31"E	8.72
C9	174.84	N256.00	9°37'28"	N86°04'38"W	174.48
C10	204.00	N225.00	11°34'12"	S85°06'16"E	203.96
C11	136.84	962.00	8°13'13"	S38°11'46"E	136.48
C12	10.72	10.00	61°22'48"	N64°36'13"E	10.22
C13	148.80	82.00	117°46'22"	N88°52'34"W	140.43
C14	17.37	18.00	55°38'23"	S80°57'21"E	16.33
C15	16.03	15.00	61°14'38"	S33°37'43"E	15.28
C16	34.19	62.00	35°46'40"	S41°13'19"E	33.36
C17	17.19	15.00	63°36'46"	S36°17'01"E	16.28
C18	17.19	15.00	63°36'46"	N38°27'45"E	16.28
C19	73.63	62.00	81°36'46"	N46°27'45"E	71.18
C20	17.10	15.00	65°18'04"	N33°33'33"E	16.19
C21	64.91	62.00	48°31'11"	N43°34'38"E	63.23

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C31	74.17	180.00	23°13'51"	N76°46'38"W	73.42
C32	129.67	180.00	40°00'02"	N41°38'41"W	126.02
C33	4.83	180.00	1°30'43"	N16°11'19"W	4.83
C34	204.67	150.00	78°10'38"	S34°31'15"E	189.16
C35	236.78	175.00	78°10'38"	S34°31'15"E	220.88
C36	230.78	300.00	44°06'25"	N60°53'31"W	218.17
C37	22.42	18.00	68°14'56"	S71°02'37"E	20.84
C38	23.07	18.00	92°46'43"	S31°17'23"W	22.38
C39	27.38	180.00	10°27'26"	S33°46'41"E	27.34
C40	77.23	175.00	25°17'27"	S28°24'41"E	76.62
C41	68.23	200.00	25°17'27"	S28°24'41"E	67.67
C42	37.98	350.00	6°13'54"	S32°33'38"W	37.96
C43	120.80	350.00	19°46'29"	S9°33'38"E	120.20
C44	192.49	350.00	31°30'38"	S41°23'17"W	190.07
C45	208.34	375.00	31°30'38"	S41°23'17"E	203.85
C46	219.98	400.00	31°30'38"	S41°23'17"E	217.22
C47	104.31	400.00	14°29'51"	S24°43'34"E	103.94
C48	97.40	400.00	13°57'07"	S14°38'02"E	97.16
C49	23.05	350.00	3°46'08"	S21°08'38"E	23.05
C50	13.96	350.00	2°14'42"	S23°01'11"E	13.96
C51	21.37	400.00	3°03'40"	S23°36'36"E	21.37
C52	11.77	395.43	1°42'20"	N34°07'08"W	11.77
C53	65.10	395.43	9°23'38"	N18°32'37"W	65.03
C54	78.11	395.43	10°53'01"	N8°22'27"W	78.00
C55	166.08	395.43	24°03'53"	N12°06'19"W	164.88
C56	155.08	370.43	24°03'53"	S12°06'19"E	154.44
C57	56.02	345.43	9°17'33"	N30°19'36"W	55.96

GRAPHIC SCALE

(IN FEET)
1 inch = 40 ft.

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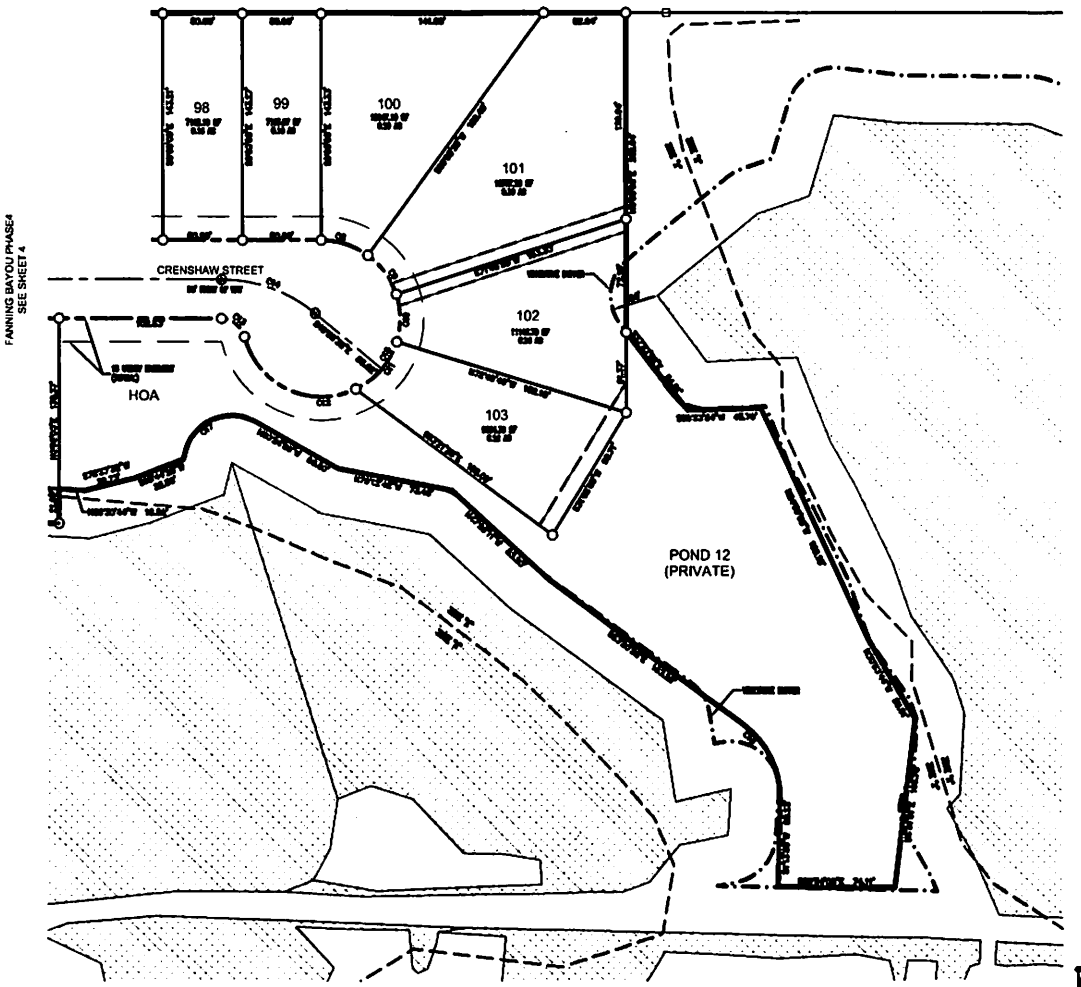
PLAT BOOK	PAGE

FANNING BAYOU PHASE 4

A SUBDIVISION OF A PORTION OF SECTION 32, TOWNSHIP 2 SOUTH, RANGE 14 WEST,
BAY COUNTY, FLORIDA

MARCH 2017



Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C8	31.50	90.00	20°05'26"	N71°57'17"W	30.98
C9	31.13	90.00	20°40'28"	N38°04'19"W	30.83
C10	30.94	90.00	20°27'26"	N17°20'23"W	30.45
C11	40.93	90.00	46°34'05"	N40°40'23"E	39.80
C12	89.48	90.00	102°22'03"	S64°36'34"E	78.01
C13	20.07	15.00	76°28'27"	S31°40'16"E	18.61
C14	64.61	92.50	40°01'23"	S58°36'19"E	63.31
C15	223.88	90.00	256°38'27"	N38°16'44"E	78.45
C16	54.46	57.00	54°44'15"	N28°08'19"W	52.41
C17	55.36	30.00	105°43'46"	S86°43'08"W	47.83

GRAPHIC SCALE

(IN FEET)
1 inch = 40 ft.

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PLAT BOOK	PAGE

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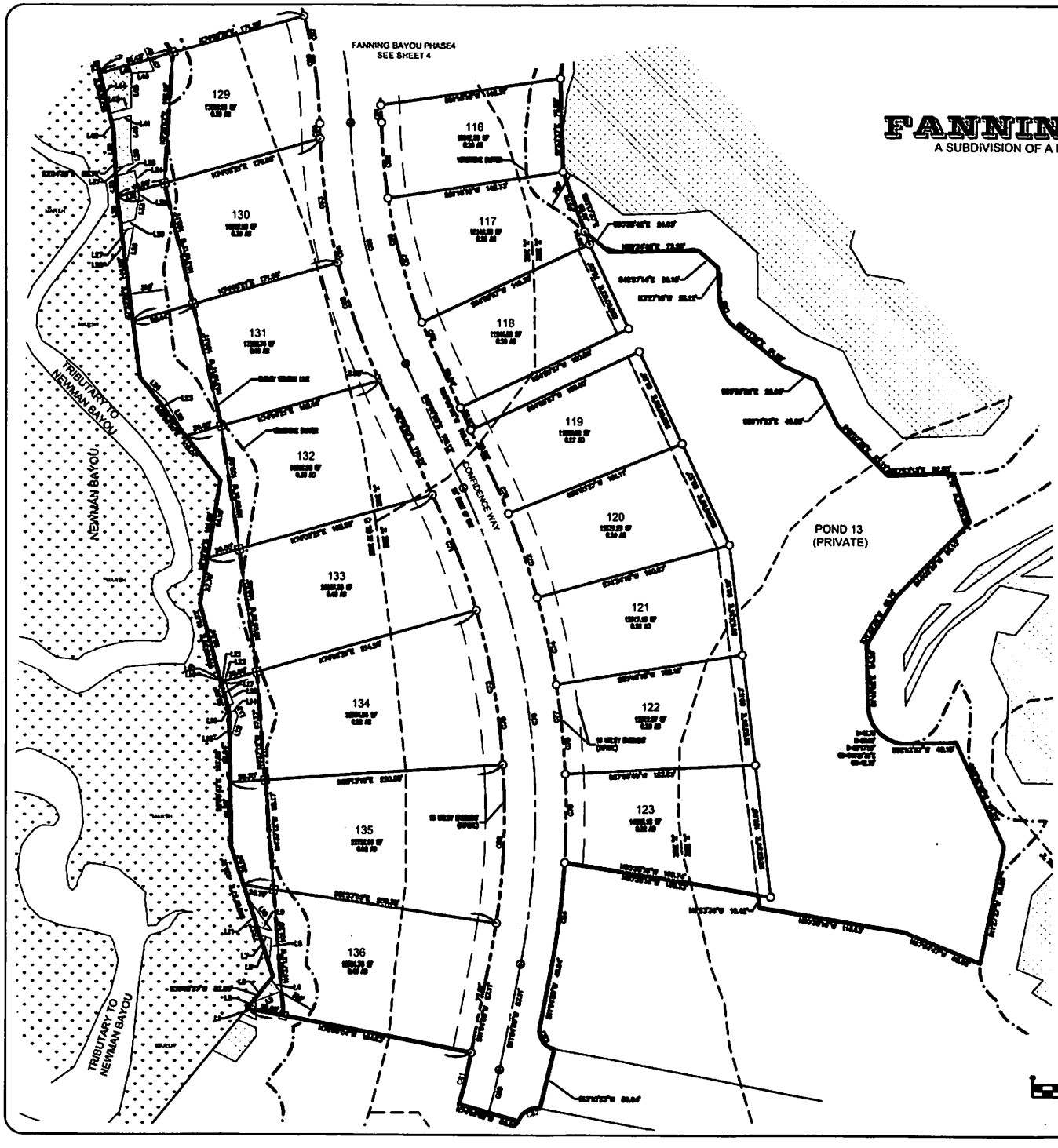

Line Table		
Line #	Bearing	Length
L1	N76°55'04"W	7.11
L2	S1°36'36"E	7.14
L3	S89°23'27"W	21.21
L4	S38°17'46"E	12.68
L5	N35°18'37"E	30.33
L6	N18°07'07"W	24.88
L7	S72°32'55"E	10.09
L8	S31°14'23"W	20.70
L9	N72°32'55"W	13.08
L10	S36°32'56"E	33.88
L11	N18°07'07"W	24.32
L12	S17°10'42"W	22.00
L13	S19°23'43"E	4.92
L14	N70°36'17"E	5.57
L15	N0°55'43"W	23.81
L16	S70°36'17"W	5.11
L17	N19°03'28"W	18.97
L18	S19°23'43"E	19.70
L19	S74°09'31"W	3.61
L20	N19°03'28"W	3.92
L21	S87°12'00"E	4.46
L22	S19°23'43"E	1.13
L23	N38°03'50"W	96.16
L24	S48°23'11"E	27.69
L25	S39°14'09"E	32.33
L26	S10°36'54"W	33.21
L27	N74°11'35"E	10.38
L28	N72°23'29"W	30.09
L29	S74°11'35"W	12.47
L30	N72°23'29"W	20.73
L31	S74°05'21"W	17.99
L32	S10°10'31"E	5.05
L33	S10°35'42"W	18.62
L34	S10°10'31"E	16.20
L35	N74°11'35"E	15.93
L36	N30°36'36"W	16.56
L37	S74°11'35"W	15.17
L38	S10°10'31"E	12.61
L39	N30°36'36"W	31.62
L40	S04°30'07"W	26.55
L41	N74°11'35"E	16.71
L42	N13°31'05"W	7.16
L43	S74°11'35"W	18.26
L44	N13°31'05"W	33.90
L45	S04°30'07"W	27.89
L46	S84°38'02"W	18.21
L47	S22°53'59"E	10.38
L48	S74°05'21"W	41.43

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C57	145.08	343.43	24°37'53"	S12°36'19"E	144.02
C58	68.06	343.43	11°46'20"	N81°17'33"W	68.61
C60	12.35	500.00	1°24'56"	S1°36'36"E	12.35
C61	14.10	395.43	2°02'34"	N1°35'40"W	14.10
C62	61.19	450.00	7°47'27"	S4°46'07"E	61.14
C63	101.11	500.00	11°35'08"	S8°08'54"E	100.93
C64	210.26	500.00	24°05'40"	S12°37'13"E	208.72
C65	198.75	473.00	24°05'40"	S12°37'13"E	198.28
C66	189.24	450.00	24°05'40"	N12°37'13"W	187.85
C67	103.58	450.00	13°11'16"	S18°17'28"E	103.35
C68	96.61	500.00	11°05'35"	S18°27'16"E	96.65
C69	24.47	450.00	3°06'57"	S23°26'34"E	24.47
C70	34.16	650.00	3°00'46"	N23°29'43"W	34.16
C71	100.47	600.00	9°35'38"	N20°42'29"W	100.35
C72	72.38	650.00	6°22'48"	N18°47'58"W	72.34
C73	127.03	600.00	12°07'48"	N8°50'45"W	126.79
C74	72.39	650.00	6°22'53"	N12°29'06"W	72.36
C75	377.86	600.00	36°04'36"	S8°57'34"E	371.65
C76	393.61	625.00	36°04'36"	S8°57'34"E	387.13
C77	409.35	650.00	36°04'36"	N8°57'34"W	402.62
C78	72.51	650.00	6°23'31"	N6°01'37"W	72.48
C79	70.90	650.00	6°15'00"	N0°17'15"E	70.87
C80	127.37	600.00	12°09'47"	N2°18'04"E	127.13
C81	34.33	400.00	4°54'36"	N13°33'24"E	34.31
C82	22.21	15.00	84°31'00"	S36°25'22"W	20.24
C83	23.62	15.00	90°14'04"	S34°02'08"E	21.26
C84	87.00	630.00	7°40'08"	N71°48'52"E	86.93
C85	24.99	30.00	47°44'08"	S27°19'22"E	24.28

GRAPHIC SCALE

(IN FEET)
1 inch = 40 ft.

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EXHIBIT 3

MAINTENANCE **Bond** 0208024

KNOW ALL BY THESE PRESENTS, That we, D.R. Horton, Inc. - Birmingham

25366 Profit Drive, Daphne, AL 36526

as Principal, and Berkley Insurance Company,

a corporation organized under the laws of the State of DE and duly authorized to do business in

the State of FL, as Surety, are held and firmly bound unto Bay County Board of County

Commissioners - 840 W. 11th Street, Panama City, FL 32401

as Obligee, in the penal sum of One Hundred Sixty Thousand One Hundred Seventy Two Dollars and 60/100

($ 160,172.60)

to which payment well and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a Contract with the

Bay County Board of County Commissioners dated 7/18/2017

for Fanning Bayou, Phase 4 - Sitework, Stormwater, Drainage, Water and Sewer

WHEREAS, said Contract has been completed, and was approved on the 18th

day of July, 2017.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall guarantee that the work will be free of any defective materials or workmanship which became apparent during the period of Five (5) year(s) following completion of the Contract then this obligation shall be void, otherwise to remain in full force and effect, provided however, any additional warranty or guarantee whether expressed or implied is extended by the Principal or Manufacturer only, and the Surety assumes no liability for such a guarantee.

Signed and sealed this 9th day of June, 2017.

D.R. Horton, Inc. - Birmingham (Seal)

(Seal)

(Seal)

Berkley Insurance Company

By Margaret A. Ginem

Margaret A. Ginem Attorney-in-Fact
& FL Licensed Resident Agent

Inquiries: (813) 281-2095

No. BI-7756f

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***David H. Carr; Anett Cardinale; Margaret A. Ginem; Eileen C. Heard; or Brandy L. Baich of Willis of Florida, Inc. of Tampa, FL*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 31st day of March, 2015.

Attest: Berkley Insurance Company

(Seal) By _____ By _____

Ira S. Lederman
Senior Vice President & Secretary

Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 31st day of March, 2015, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
MY COMMISSION EXPIRES
APRIL 30, 2019

Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 9th day of June, 2017.

(Seal)

Andrew M. Tuma

the certification seal at the bottom is embossed. The background imprint, warning and **verification instructions** (on reverse) must be in blue ink.

Bay County Board of County Commissioners
Agenda Item Summary

Reject Bids Janitorial Supplies

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

MEETING DATE: 7/18/2017

REQUESTED MOTION/ACTION:
Board reject bids received in response to Invitation to Bid (ITB) 17-30 Janitorial Services.

AGENDA
Purchasing Office - Consent

BUDGETED ITEM? Yes
BUDGET ACTION:
None needed.
FINANCIAL IMPACT SUMMARY STATEMENT:
Responses were over budgeted amounts.

BACKGROUND:
ITB 17-30 Janitorial Supplies was advertised on April 28, 2017 and six (6) bids were opened on May 24, 2017. Three (3) bids were deemed non-responsive. Consumable janitorial supplies currently total approximately $1,500 per month. All responsive bids are higher than current prices and over the allotted budget amount. Therefore, staff recommends that the Board reject all bids.

Vendor	Base Bid
TEK Distributors, Inc.	$1,932.74
Griffin Nelson Bay County Enterprises, LLC dba Southern Cleaning Supply	$2,415.00
Continental & Global Services, Inc.	$9,302.12
American Pride Paper and Plastic	Non-Responsive
Central Poly-Bag Corp.	Non-Responsive
Osceola Supply, Inc.	Non-Responsive

Bay County Board of County Commissioners
Agenda Item Summary

Ratify Reject Bids NBWWTF RIB Clean Sand Fill

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

MEETING DATE: 7/18/2017

REQUESTED MOTION/ACTION:
Board 1) Ratify reject bids for Invitation to Bid (ITB) 17-35 North Bay Wastewater Treatment Facility Rapid Infiltration Basins Clean Sand Fill

AGENDA
Purchasing Office - Consent

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

BACKGROUND:
The Utilities Department sought quotes for this project and the lowest quote exceeded the formal bid threshold. ITB 17-35 North Bay Wastewater Treatment Facility (NBWWTF) Rapid Infiltration Basins (RIBs) Clean Sand Fill was then advertised on June 6, 2017. Bids from C-Miles Construction, Inc. ($7.00 per cubic yard) and Gulf Coast Utility Contractors, LLC ($12.75 per cubic yard) were opened on June 16, 2017. Both bids were over the budgeted amount. This was a time sensitive project and staff requested County Manager reject bids and authorize re-advertisement. The project was re-advertised on June 22, 2017. There was a tie for the lowest responsive, responsible bid between Sikes Concrete, Inc. and 814-Sand, Inc. at $6.00 per cubic yard for a total project amount of $90,000. The County Manager awarded the project to Sikes Concrete, Inc. on July 5, 2017 in accordance with the Bay County Procurement Code section 2-113 (h).

Bay County Board of County Commissioners
Agenda Item Summary

TDC - Beaches State FDEP Grant Resolution

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

MEETING DATE: 7/18/2017

REQUESTED MOTION/ACTION:
It is recommended by the Bay County TDC that the Board of County Commissioners adopt and execute the beach nourishment project state grant resolution for FY 2018/2019.

AGENDA
Tourist Development Council - Consent

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

BACKGROUND:
On June 13th, 2017, the Bay County TDC Board of Directors voted to recommend that the Board of County Commissioners adopt the beach nourishment project state grant resolution for FY 2018/2019 (**Exhibit 1)**. The resolution is executed annually and is an update of Resolution 3386 adopted by the Board of County Commissioners for FY 2017/2018. The resolution is an annual required component of the state grant request for funding assistance with beach nourishment activities planned for FY 2018/2019. The Bay County TDC will be completing and submitting the state funding request package for FY 2018/2019 in July 2017; the request will include 2017 construction and 2017/18 and monitoring tasks.

ATTACHMENTS:

Description	Type
Beach Nourishment Resolution for State Funding	Exhibit

RESOLUTION NO. _____

A RESOLUTION OF THE BAY COUNTY BOARD OF COUNTY COMMISSIONERS, BAY COUNTY, FLORIDA, REQUESTING A CONTINUATION OF THE BEACH NOURISHMENT PROJECT GRANT FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION EROSION CONTROL ASSISTANCE PROGRAM FOR FISCAL YEAR 2018/2019 FOR THE PANAMA CITY BEACHES EROSION CONTROL PROJECT.

WHEREAS, the Panama City Beaches were severely eroded, provided diminished storm protection and reduced recreation area, impacting the tourism-based-economy; and

WHEREAS, Bay County has identified beach preservation, and beach renourishment as a priority to the County; and

WHEREAS, Bay County has developed a Long Range Beach Management and Erosion Control Plan for the Panama City Beaches to address the issues of beach preservation, and beach renourishment; and will serve as the local sponsor; and

WHEREAS, the Florida Department of Environmental Protection is the beach and shore preservation authority for the State and supervises the Erosion Control Assistance Program; and

WHEREAS, Bay County requests continued support of its existing Grant Agreements, and new State funding assistance via an amended or new grant agreement, whichever is necessary, with the Florida Department of Environmental Protection; and supports the Department's beach and coastal management programs; and

WHEREAS, the third renourishment project was completed in May 2017, and Bay County plans to continue monitoring the project and maintaining the project with periodic renourishment; and

WHEREAS, Bay County has determined that funds provided through the Erosion Control Assistance Program would greatly assist and expedite the Panama City Beaches Erosion Control Program.

NOW, Therefore, Be It Resolved by the Board of County Commissioners of Bay County, Florida as follows:

Section 1. The County Commission hereby determines that it is in the best interest of Bay County to request continued support of its existing Grant Agreements and new State funding assistance via an amended or new grant agreement pursuant to Florida

Statute 161.091, for the Panama City Beaches Erosion Control Project through the Florida Department of Environmental Protection. Said funding to be used to plan for, permit, design, construct, and monitor future renourishment for the Panama City Beaches Erosion Control Project.

Section 2. The Board of County Commissioners hereby determines that it is in the best interest of Bay County to renew its support for all funds previously approved for the Panama City Beaches Erosion Control Project, said funding was used for design, permitting, construction, monitoring and maintaining the Panama City Beaches Erosion Control Project per permit requirements.

Section 3. The Board of County Commissioners hereby determines that the local funding share to implement the project will be provided by the local taxing authority, the Bay County Tourist Development Council.

Section 4. The Chairman of the Board of County Commissioners, or his designee, is hereby authorized to execute the funding application, enter into such agreements as are required to secure available funding and to otherwise act on behalf of Bay County in all matters related to the securing of available grant funding from the Erosion Control Assistance Program for Fiscal Year 2018/2019.

Section 5. This Resolution shall take effect immediately upon its adoption.

Done and adopted by the Board of County Commissioners of Bay County, Florida this _____day of _____2017.

_____
William Dozier, Chairman

ATTEST:

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

_____
Bill Kinsaul, Clerk

_____
Office of County Attorney

Bay County Board of County Commissioners
Agenda Item Summary

Tentative Maximum Millage Rates

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

MEETING DATE: 7/18/2017

REQUESTED MOTION/ACTION:
Board authorize the certification of the tentative millage rates to the Property Appraiser.

AGENDA
Budget Office - Regular

BUDGETED ITEM? N/A
BUDGET ACTION:
Approve the maximum millages for the FY 2018 budget.
FINANCIAL IMPACT SUMMARY STATEMENT:
The result of the lower General Fund millage is $3.1M less in ad valorem collections for FY 2018.

BACKGROUND:
Pursuant to Florida Statutes 200.065 (2) (b), the Board shall, within 35 days of certification of value, notify the Property Appraiser of its proposed millage rate (maximum), rolled-back rate, and the date, time and place of the public hearing to be held to consider the proposed millage rate and the tentative budget.

Staff committed to proposing a lower general fund millage rate equivalent to the eliminated transportation transfer from the general fund if the surtax passed. As a result of the half cent infrastructure surtax passing this last November 2016, staff recommends lowering the general fund millage of 4.65 by 0.2138 to offset the elimination of the annual transportation transfer to aid in funding capital projects in the Transportation Fund. This will result in a general fund millage of 4.4362 for FY 2018.

The following proposed millages (maximum) are recommended for approval:

General Fund:	4.4362
Mosquito Control:	0.2000
MSTU-Fire Services:	1.3800

Within the General Fund millage is an allocation to the Public Health Unit of 0.1155 mills which effectively reduces the General Fund Operating millage to 4.3207.

Bay County Board of County Commissioners
Agenda Item Summary

Budget Workshops for FY 2018

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

MEETING DATE: 7/18/2017

REQUESTED MOTION/ACTION:
Staff asks the Board to set two budget workshops. One on August 1st (right after the regular board meeting adjourns) and the other on August 15th at 1 PM.

AGENDA
Budget Office - Regular

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

BACKGROUND:
As part of the regular budget cycle, budget workshops are scheduled to present budget information to the Board of Commissioners and the public. A tentative FY 2018 budget has been given to the Commissioners in fulfillment of TRIM (truth in millage) requirments on July 15th.

Staff asks the Board to schedule two budget workshops. The dates proposed are August 1 and August 15. Both of these dates are Board meeting days. For the August 1st workshop staff asks to conduct it as soon as the regular board meeting is adjourned. At this workshop the FY 2018 tentative budget will be presented. For August 15th, staff asks the Board to set the workshop for 1PM. This workshop will be where the various constitutional officers will present their budget requests for FY 2018.

Bay County Board of County Commissioners
Agenda Item Summary

Project G-Force Qualified Target Industry Tax Refund Match

DEPARTMENT MAKING REQUEST/NAME:
Bay Economic Development Alliance Becca Hardin, President

MEETING DATE: 7/18/2017

REQUESTED MOTION/ACTION:
Board consider a resolution of support and 20% local matching funds ($54,000) for Project G-Force under Florida's Qualified Target Industry Tax Refund (QTI) economic incentive program as outlined in Florida Statute 288.106.

AGENDA
Outside Agencies - Regular

BUDGETED ITEM? No
BUDGET ACTION:
Future funding will be placed in budgets as the company makes its performance milestones.
FINANCIAL IMPACT SUMMARY STATEMENT:
This will come from the General Fund. The $54,000 matching funds will be paid over multiple years as the company makes its milestones set forth in the QTI program.

BACKGROUND:
Project G-Force is applying for the State of Florida's Qualified Target Industry (QTI) Tax Refund program. In order for a company to qualify for this state incentive, a local match of 20% of the total award must be approved via resolution by the local community. The local match will be $54,000.

The company intends to locate a new facility in Bay County, Florida. However, they are also considering other communities for this project such as Jacksonville and Sarasota, Florida. The QTI incentive will help Project G-Force locate in Bay County.

Under the QTI program, the payments are spread out over a minimum of four years based upon the number of jobs created in that year. The matching funds will only be paid under the QTI program if Project G-Force creates the jobs at the committed wage rate and pays its taxes. Under the program the earliest County Staff expects to make the first payment is in Fiscal Year 2019-20.

The Bay County Economic Development Alliance supports Project G-Force and its expansion plans as a target industry in the technology sector and encourages the Board to consider authorizing the 20% matching incentive.

ATTACHMENTS:

Description	Type
Resolution	Exhibit

RESOLUTION NUMBER _____

A RESOLUTION BY THE GOVERNING BOARD OF BAY COUNTY, FLORIDA, RECOMMENDING PROJECT G-FORCE BE APPROVED AS A QUALIFIED TARGET INDUSTRY BUSINESS PURSUANT TO §288.106, FLORIDA STATUTES; PROVIDING FOR LOCAL FINANCIAL SUPPORT; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE GOVERNING BOARD OF BAY COUNTY, FLORIDA, as follows:

WHEREAS, the business under consideration is an aviation manufacturing business, specifically**, PROJECT G-FORCE** and

WHEREAS, PROJECT G-FORCE plans to locate a new facility and add 45 new, full-time employees; and

WHEREAS, PROJECT G-FORCE has been identified as a Target Industry Business, and moreover, falls within one of the high-impact sectors designated under Florida Statute 288.108, specifically aviation and is eligible to apply for the Qualified Target Industry Tax Refund with a High-Impact Sector Bonus, pursuant to s.288.106; and

WHEREAS, PROJECT G-FORCE intends to locate in Bay County, Florida; and

WHEREAS, PROJECT G-FORCE will commit to pay an average annual wage of $59,486, which is at least 150% of the Bay County, Florida average wage; and

WHEREAS, BAY COUNTY BOARD OF COUNTY COMMISSIONERS hereby acknowledges that local financial support of 20% of the total tax refund is required under the provisions of **§**288.106, Florida Statutes, governing the State's Qualified Target Industry Tax Refund Program;

NOW, THEREFORE, BE IT RESOLVED BY THE BAY COUNTY BOARD OF COUNTY COMMISSIONERS, that the Board hereby recommends **PROJECT G-FORCE** be approved as a Qualified Target Industry Business pursuant to **§**288.106, Florida Statutes.

BE IT FURTHER RESOLVED, that local financial support for the Qualified Target Industry Tax Refund with High-Impact Sector Bonus exists for Project G-Force in the amount of $54,000 which includes $3,000 for the Qualified Target Industry Tax Refund, $25,000 for the High-Impact Sector Refund, and $1,000 for the 150% Wage Bonus. This amount will be made available in accordance with the guidelines set forth by the Department of Economic Community with the stipulation that these funds are intended to represent local financial support pursuant to **§**288.106, Florida Statutes.

This resolution shall take effect immediately upon its adoption.

DULY ADOPTED BY THE GOVERNING BOARD OF BAY COUNTY, FLORIDA, this 18th day of July 2017.

Seal

BOARD OF COUNTY COMMISSIONERS
BAY COUNTY, FLORIDA

_____

William T. Dozier, Chairman

ATTEST:

Approved as to form:

_____
Bill Kinsaul, Clerk

_____
Office of County Attorney

Bay County Board of County Commissioners
Agenda Item Summary

Bay County Support for St. Andrew Bay Estuary Program

DEPARTMENT MAKING REQUEST/NAME:	**MEETING DATE:** 7/18/2017
Administration Jim Muller, Bay County RESTORE Act Coordinator	

REQUESTED MOTION/ACTION:
Board of County Commissions pledge to commit 10% of future RESTORE Act Direct Component (Pot 1) funds to the sustainability of the St. Andrew Bay Estuary Program.

AGENDA	**BUDGETED ITEM?** No
Restore Act - Regular	BUDGET ACTION: Budgets will be established for the Restore Act revenues and expenditures as funding becomes available. FINANCIAL IMPACT SUMMARY STATEMENT: Restore Act will have its own fund to house funding and expenditures. There will be no General Fund impact.

BACKGROUND:

Overview:
The Gulf Coast Ecosystem Restoration Council (RESTORE Council) has agreed to use RESTORE Act Pot 2 to fund establishment of one estuary program in northwest Florida. Modeled after the highly successful National Estuary Program, it would be a locally-driven program to identify and solve the problems of the selected watershed, based on objective, scientific information. The program provides stakeholders with a permanent forum to come together to review information, identify problems and priorities, and work together to find solutions and funding to address those priorities.

The grant will provide $2 million over five years to stand-up the program: hire staff, establish a permanent forum for stakeholders, and develop a comprehensive plan for the watershed/estuary. The St. Andrew Bay watershed is competing with Perdido/Pensacola/Escambia Bays and Choctawhatchee Bay.

Status:
The response to the RFP is due by August 1. FSU Panama City has agreed to serve as the host organization for the estuary program. FSU, the County and other organizations are preparing the response. To increase the chances of having the St. Andrew Bay proposal selected, FSU has agreed to charge only one-half of its usual indirect costs rate to the initial grant.

One of the major evaluation criteria for proposals is the Project Sustainability Approach.

Reviewers will evaluate the proposed long-term funding plan based on the level of commitment demonstrated. This criterion is worth 15% of the proposal's entire score.

Recommendation:
The St. Andrew Bay system is a central feature of the economy and environment of Bay County. It is recommended that the Bay County BoCC commit 10% of future RESTORE Act Pot 1 funds to the sustainability of the St. Andrew Bay Estuary Program. This equals about $3.25 million over 14 years, about $233,000 per year. The funds will be used to sustain the program and fund priority projects identified in the comprehensive plan prepared by the stakeholders.

Related information

An Estuary Program for St. Andrew/St. Joe Bays http://baycountyfl.gov/restore/estuary-prog/index.php
Example of resolution - Bay County Board of County Commissioners Estuary Program Resolution 3321
Example of resolution - Bay County Chamber of Commerce Estuary Program Resolution
Tampa Bay Estuary Program Key Elements to Success

Bay County Board of County Commissioners
Agenda Item Summary

LPA 17-01 Transmittal Hearing - Grassy Point Road, Southport

DEPARTMENT MAKING REQUEST/NAME:	**MEETING DATE:** 7/18/2017
Community Development Department - Ian Crelling, AICP, Planning Manager	

REQUESTED MOTION/ACTION:
Board to conduct a public hearing to consider the transmittal of a proposed large-scale Comprehensive Plan map amendment to the Department of Economic Opportunity for analysis, Application No. LPA 17-01. The property is located at 6422 Grassy Point Road, Southport. **(District IV)**

AGENDA	**BUDGETED ITEM?** N/A
Community Development - Public Hearing	BUDGET ACTION: None needed. FINANCIAL IMPACT SUMMARY STATEMENT: N/A

BACKGROUND:
Pursuant to Florida Statutes, all large-scale Comprehensive Plan amendments must be heard at two advertised public hearings before transmittal to the Department of Economic Opportunity (DEO). On June 15, 2017, the Bay County Planning Commission held a public hearing to consider a request from Preferred Coastal Properties to amend the land use designation of approximately 21 acres from Residential to Conservation Habitation. **(District IV) (Exhibit 1)**

The property directly adjacent to the east has a Future Land Use designation of Conservation Preservation. It was part of a Large Scale Amendment in 2007. The application does not propose tying any of this property into the Residential or Conservation Preservation land located to the north and east.

The current zoning of the subject parcel is Multi-Family Light (R-5A).

Access to the subject property is via Grassy Point Road. All new development would be required to pave access roads. The subject property does contain wetlands. The Comprehensive Plan has several requirements for site analysis, water quality protection, and stormwater standards. The Conservation Habitation land use category allows for recreation uses, residential uses and public/institutional uses. The maximum allowable density in this land use category is two dwelling units per acre. The amendment area is southwest of the Deer Point Reservoir Protection Zone.

At the conclusion of the public hearing, the Planning Commission found the request to be

consistent with the Comprehensive Plan and voted 4-0 (with one Commissioner absent) to forward the application to the Board of County Commissioners with a recommendation to transmit the application to DEO.

Staff recommends that the Board conduct a public hearing and transmit the proposed map amendment to the DEO for analysis and response.

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

ATTACHMENTS:

Description	Type
Exhibit 1 Application	Exhibit

BAY COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING AND ZONING DIVISION
840 W. 11th Street Room 2350 - Panama City, FL 32401
Phone: 850-248-8250 - Fax: 850-248-8267
E-mail: planning@baycountyfl.gov

Agenda Date: June 15, 2017
Application No.: PZ 17-073 (LPA 17-01) Large Scale Amendment

Applicant: Preferred Coastal Properties

Parcel ID Number: 08642-000-000

Project Description: The applicant requests approval of a Large Scale Amendment to the Comprehensive Plan Future Land Use Map to change the land use designation of approximately 21 acres from Residential to Conservation Habitation.

Project Location: The property is located at 6422 Grassy Point Road. (District IV)

Parcel Information

Parcel Size:	21 ± acres
Existing Land Use:	Residential
Proposed Land Use:	Conservation
Zoning:	R-5A
Existing Use of Property:	Vacant
Surrounding Land Uses:	North: Residential; South: Agriculture and North Bay; East: Conservation Preservation; West: Agriculture and Residential
Project Site Access:	Grassy Point Road
Service Area:	Suburban

Analysis & Discussion

The applicant proposes a Large Scale Amendment to the Comprehensive Plan Future Land Use Map to change the land use designation of the subject parcel from Residential to Conservation Habitation. The property directly adjacent to the east has a Future Land Use designation of Conservation Preservation. It was part of a Large Scale Amendment in 2007. The application does not propose tying any of this property into the Residential or Conservation Preservation land located to the north and east.

The current zoning of the subject parcel is Multi-Family Light (R-5A).

Access to the subject property is via Grassy Point Road. All new development would be required to pave access roads. The subject property does contain wetlands. The Comprehensive Plan has several requirements for site analysis, water quality protection, and stormwater standards included in the Comprehensive Plan. The Conservation Habitation land use category allows for recreation uses, residential uses and public/institutional uses. The maximum allowable density in this land use category is two dwelling units per acre. The amendment area is to the southwest of the Deer Point Reservoir Protection Zone.

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

Staff Recommendation

It is therefore, recommended, that the Commission:

1. Find the proposed Large Scale Map Amendment to the Bay County Comprehensive Plan, Application No. PZ17-073 LPA 17-01, consistent with the Comprehensive Plan and in compliance as that term is defined in F.S. 163.3184.

2. Forward a recommendation to the Bay County Board of County Commissioners to transmit the proposed Comprehensive Plan map amendment to the Department of Economic Opportunity for analysis.

RECEIVED
MAY 24 2017
BAY COUNTY
PLANNING AND ZONING

BAY COUNTY
COMPREHENSIVE PLAN
LARGE SCALE MAP AMENDMENT
APPLICATION

Prepared For:

Preferred Coastal Properties
212 Water Drive
Mexico Beach, Florida 32456

May 2017

CONTACT INFORMATION

Raymond W. Greer, AICP
Project Manager
2910 Kerry Forest Parkway
Suite D-4 126
Tallahassee, Florida 32309
Phone: 850.545.6503

Table of Contents

I. General Information

II. Type of Request
- A. Map Amendment

III. Description of Property / Adjacent Uses

IV. Natural Resources / Features of Subject Property
- A. Site Description
- B. Soils
- C. Floodplains
- D. Wetlands
- E. Listed Wildlife Species
- F. Historic and Cultural Resources

V. Public Facilities and Services
- A. Potable Water
- B. Sanitary Sewer
- C. Solid Waste
- D. Stormwater
- E. Transportation
- F. Schools

VI. Urban Sprawl and Consistency Analysis

VII. Figures

Location Map
Adopted Future Land Use Map
Proposed Future Land Use Map
Adopted Zoning Map
Soil Classifications
Floodplains
Wetlands
Proposed Zoning Map

Tables

Table 1 Existing and Proposed Future Land Use Classifications

Table 2 Subject Site and Adjacent Property Land Uses

Table 3 Soil Types

Table 4 Potable Water Capacity Analysis

Table 5 Sanitary Sewer Capacity Analysis

Table 6 Existing Traffic Daily & PM Peak-Hour Operating Conditions

Table 7: Estimated Numbers of Students Generated by the Proposed Amendment

Table 8: Projected Number of Students by School Type due to the Proposed Amendment

Table 9: Bay County School District Available Capacity, 2015-2016

Appendix

Appendix A Bay County Comprehensive Plan Amendment Application

I. General Information

The application package contains a proposed large scale amendment to Bay County Comprehensive Plan Future Land Use Map. The amendment proposes to change a total of 21 acres from the Residential land use category to Conservation/Habitation land use category on the Bay County Future Land Use Map.

The amendment area is located along the east side of Grassy Point Road and south of Highway 77 and has frontage on North Bay. The property falls in the Southport Neighborhood Planning Area Special Treatment Zone. The Location Map is included in Section VII.

The Southport Neighborhood Planning Area is located within the Suburban Service Area designated within the Bay County Comprehensive Plan. The purpose of the Southport Neighborhood Planning Area is to encourage a functional mix of uses to provide for a self-sustaining community subject to the review and approval of amendments to the Future Land Use Map in accordance with Chapter 163 of the Florida Statutes.

II. Type of Request

A. Map Amendment

The request is for an amendment to Bay County's Future Land Use Map for a site consisting of approximately 21 acres. The site currently consists of Residential land use designation. This request is to redesignate the site as Conservation/Habitation. The Existing Future Land Use Map and the Proposed Future Land Use Map are included in Section VII. Table 1 identifies the total acreage and the existing and proposed land use for the amendment area.

Table 1: Existing and Proposed Future Land Use Classifications

Future Land Use Categories within the Proposed Amendment Area	Acres		
	Existing	Proposed	Change
Residential	21	0	-21
Conservation/Habitation	0	21	0
Total	**21**	**21**	**21**

III. Description of Property / Adjacent Uses

The subject site is approximately 21 acres consisting of Residential on the Bay County Future Land Use Map. The zoning designation on the site is R5-A Residential. Refer to Appendix VII for the Adopted Future Land Use and Adopted Zoning maps.

The subject property is vacant and consist of planted pine and naturally growing vegetation. There are wetlands located on the property. The surrounding property consists of the following designations: general commercial, agriculture, and rural residential. These land uses are shown on the Adopted Future Land Use Map in Section VII and Table 2, below.

Table 2: Subject Site and Adjacent Property Land Uses

	Future Land Use Designations	Zoning Districts
Subject Property	Residential	R5-A
North	Residential	R5-A
South	North Bay	North Bay
East	Conservation Preservation	CSVP
West	Agriculture Timberland	AG-1

Source: Bay County GIS Department (May 2017)

IV. Natural Resources / Features of Subject Property

A. Site Description

The amendment area is located on the east side of Grassy Point Road. The property falls within the Southport Neighborhood Planning Area Special Treatment Zone. The Location Map is included in Section VII. Access to the subject property is off of Grassy Point Road located along the northwest edge of the proposed amendment site.

B. Soils

The subject property has a mix of four different soil types on the property as identified on the Soils Classification Map in Section IX and Table 4. A description of each soil type is listed below.

Table 3: Soil Types

Soil Map Unit Symbol	Soil Unit Composite Name	Acres
42	Resota Fine Sand	0.5
31	Osier Sand	1
52	Bayvi	4
23	Chipley Sand	15.5

Source: Bay County GIS Department (May 2017)

Resota Fine Sand – Resota Fine Sand consists of very deep, moderately well drained soils that occur on broad, moderately high ridges. Slopes range from 0 to 8 percent. They formed in thick beds of sandy marine deposits.

Osier Sand– Osier sand consists of very deep, poorly drained, rapidly permeable soils on flood plains or low stream terraces. They formed in sandy alluvium. Slopes range from 0 to 2 percent.

Bayvi – Bayvi sand is a member of the sandy, siliceous, thermic family of Cumulic Haplaquolls. It consists of very poorly drained, rapidly permeable soils that formed in sandy marine sediment and some nonwoody halophytic plant remains. Slopes range from O to 1 percent.

Chipley Sand – Chipley sand consists of somewhat poorly drained, rapidly permeable, nearly level to sloping soils in upland flatwoods.

C. Floodplains

All of the proposed amendment area is located in an "AE 7" zone where the base flood elevation has been determined to be 7 feet. For additional information regarding flood zone locations occurring on the subject site, please reference the FEMA Flood Zones Map in Section VII.

D. Wetlands

As demonstrated on the Wetlands Map in Section VII, there are approximately 6 acres of wetlands located on the proposed amendment site.

E. Listed Wildlife Species

The area may support a variety of wildlife species. These may include Florida pine snakes, gopher tortoises, gopher frogs, Sherman's fox squirrel, and potential habitat for the Florida Black Bear. Policy 6.8.2 of the Bay County Comprehensive Plan addresses state threatened or endangered wildlife habitat. The applicant will perform all habitat analysis at the development stage.

F. Historic and Cultural Resources

The applicant has requested preliminary cultural and archaeological resource information from the Florida Master Site File (FMSF), Division of Historical Resources. The Florida Master Site file doesn't list any previously recorded cultural resources for the amendment area.

V. Public Facilities and Services

The following analysis is based upon the availability of, and actual and anticipated demand on, facilities and services serving or proposed to serve the subject property. The analysis evaluates the effect of the demands on the level of service standards adopted within the Bay County Comprehensive Plan and identifies any anticipated facility improvements. Facilities and services include potable water, sanitary sewer, solid waste, transportation, and school facilities.

A. Potable Water

The central water service provider for Bay County is the County-owned Deer Point Lake Water Facility. The permitted capacity of this facility is 60,000,000 gallons per day (gpd). Flow rates obtained from FDEP indicate that the facility is currently running at approximately 25,499,100 gpd. Historical flow data indicates that the water demand at the Bay County Water System has decreased over the past five years. A conservative two-percent growth rate was used to project future water demand created throughout Bay County through the year 2030.

Bay County has adopted a Level of Service (LOS) standard for potable water of 350 gallons per household per day for residential uses. The average household size for Bay County based on the 2010 U.S. Census data is 2.41 persons per household.

The proposed Conservation land use category would have a residential density of 2 dwelling units per acre and would have a potable water demand of 14,700 gpd. As Table 4 shows, the facility will have adequate capacity for the site in potable water demand.

Table 4: Potable Water Capacity Analysis

Year	Permitted Capacity (gpd)	Average Demand (gpd)	Project Demand (gpd)	Total Demand (gpd)	Percent Utilized
2017	60,000,000	27,601,046	14,700	27,615,746	46.03%
2020	60,000,000	30,473,785	14,700	30,488,485	50.81%
2025	60,000,000	33,645,521	14,700	33,660,221	56.10%
2030	60,000,000	37,147,374	14,700	37,162,074	61.94%

Source: Bay County Utility Services Department and Bay County Property Appraiser data (March 2017)

B. Sanitary Sewer

The proposed amendment site would send their wastewater to the North Bay Wastewater Treatment (NBWWTP) Facility. The NBWWTP facility has the permitted capacity for 1.5 MGD and was designed to be increased to 3.0 MGD. Flow rates obtained from the Bay County Utility Services Department indicate that the facility is currently running at approximately 15,000 gpd. In discussions with the Bay County Utility Services Department it was determined for this analysis, to project future water demand created through year 2030, that four-percent growth rate would be used through 2020 and a two-percent growth rate would be used for the remainder of the planning period.

Bay County has adopted a Level of Service (LOS) standard for wastewater of 280 gallons per household per day for residential uses. The average household size for Bay County based on the 2010 U.S. Census data is 2.41 persons per household.

The proposed Conservation land use category would have a residential density of 2 dwelling units per acre and would have a sanitary sewer demand of 11,760 gpd. As Table 5 shows, the facility will have adequate capacity to absorb the increase in wastewater demand.

Table 5: Sanitary Sewer Capacity Analysis

Year	Permitted Capacity (gpd)	Average Demand (gpd)	Project Demand (gpd)	Total Demand (gpd)	Percent Utilized
2015	1,500,000	17,548	11,760	29,308	.012%
2020	3,000,000	21,350	11,760	33,110	.011%
2025	3,000,000	23,572	11,760	35,332	.012%
2030	3,000,000	26,025	11,760	37,785	.013%

Source: Bay County Utility Services Department and Bay County Property Appraiser data (March 2017)

C. Transportation

Existing daily traffic volumes were obtained from FDOT count station data along each roadway segment. Existing PM peak-hour volumes were calculated by multiplying the daily traffic volumes by a K factor of nine percent. The K factors were also taken from the FDOT count stations. A review of the existing conditions indicates that all roadway segments in the study area are currently operating at acceptable level-of-service standards. Table 6 summarizes the current daily and PM peak-hour operating conditions.

Table 6: Existing Traffic Daily & PM Peak-Hour Operating Conditions

Road Name and Segment	Adopted LOS				Exisiting Traffic		Exceeds LOS?
	LOS Standard	Number of Lanes	Service Volume[1]				
			Daily	PM Peak	Daily	PM Peak	
SR 77							
CR 2321 to CR 2300	D	4	36,700	3,560	15,500	1,395	No
CR 2300 to CR 388 West	C	4	35,500	3,440	14,600	1,314	No
CR 388 West to CR 388 East	C	4	49,600	4,660	13,200	1,188	No
CR 388 East to Site	C	4	45,400	4,400	11,350	1,022	No
Site to SR 20	C	4	45,400	4,400	9,500	855	No

1. Daily and PM peak-hour service volumes were obtained from the Bay County Concurrency Management System Spreadsheet.

Concurrency will be evaluated at the development order stage, although the existing transportation network has ample capacity to service the 21 acre site.

D. Stormwater

Bay County has adopted Level of Service (LOS) standards within the Comprehensive Plan that apply to water quantity and water quality for evaluating impacts associated with developments. The LOS standards for water quantity indicate that post-development runoff shall be no greater than predevelopment runoff.

Bay County's LOS standards for water quality are as follows:

> For stormwater discharges into OFW or the Deer Point Lake Protection Zone treatment shall be as specified in s.62-25(g), F.A.C. (OFW standards). For all other stormwater discharges treatment shall be as specified in Ch. 62-25, F.A.C. For areas within designated Ecosystem Management Zones treatment to OFW standards may be required. For purposes of flood attenuation, all development projects are required to be designed and constructed so as to accommodate the critical 25-year, duration storm event as outlined in the FDOT Drainage Manual. This requirement shall not apply to the construction of single-family, duplex, triplex, or quadraplex dwellings and customary accessory uses.

Development of the amendment site will comply with the groundwater quality and quantity protection requirements set forth in the Bay County Comprehensive Plan.

E. Solid Waste

The subject property in the proposed land use change will send their solid waste to the Steelfield Landfill in northwestern Bay County. The Steelfield Landfill receives household garbage and debris from Bay County along with several surrounding Counties. The landfill is expected to reach capacity in 2035. There is an additional 305 acres of land available for landfill permitting. When this land is permitted, the life expectancy of the landfill will be 91 years (2101).

The County adopted a residential level of service standard for solid waste of 5.5 lbs per person per day. The County has not adopted a level of service for non-residential solid waste uses.

F. Schools

The numbers of students that will be generated by the proposed amendment were calculated using the methodology outlined in the Public School Facilities Element of the Bay County Comprehensive Plan and the Public School Facilities Element Data and Analysis. The following table (Table 9) shows the numbers of students generated by the proposed development using the student generation rate for each residential development type.

Table 7: Estimated Numbers of Students Generated by the Proposed Amendment

Residential Development Type	Number of Dwelling Units	Generation Rate Per Dwelling Unit	Number of Students Generated
Single Family Residential	42	0.3047	13
Total	42		13

Source: Bay County Comprehensive Plan, 2017

The proposed land use amendment would generate a total of 13 students. To determine the number of students for each school type (elementary, middle, and high), the percentages of each group of students in the Bay County School District for the 2015-2016 school year were calculated from numbers taken from the annual update to the Public School Facilities Element Data and Analysis. Table 8, below, shows the projected numbers of students for each school type.

Table 8: Projected Number of Students by School Type due to the Proposed Amendment

School Type	Total Number of Students Generated	County Percentage by School Type	Number of Students by School Type
Elementary (PreK-5)	13	50%	6
Middle (6-8)	13	21%	3
High (9-12)	13	29%	4
Total		100%	13

The proposed Future Land Use Map amendment for the subject site would create an additional 13 students based on the aforementioned methodology. Table 9, below, demonstrates that there is adequate capacity in the zone and its adjoining zones to serve the proposed amendment.

Table 9: Bay County School District Available Capacity, 2015-2016

School Type	Fish Capacity1	Projected Enrollment	Available Capacity	Proposed Amendment	Surplus (+)/ Deficiency (-)
Elementary	1,810	1,138	672	6	666
Middle	551	338	213	3	210
High	598	477	121	4	117
Total	**2,959**	**1,953**	**1,006**	**13**	

FISH = Florida Inventory of School Houses

Source: Bay County Comprehensive Plan, 2017

VI. Urban Sprawl Analysis

Chapter 163.3177(6)(9)(a), Florida Statutes, provides a thirteen-point list of indicators to help in the evaluation of whether a proposed FLU change would constitute urban sprawl. An analysis of the thirteen points as applied to the Bay County Comprehensive Plan amendment is provided below:

163.3177(6)(9)(a)(I): Promotes, allows or designates for development of substantial areas of the jurisdiction to develop as low-intensity, low density, or single-use development or uses in excess of demonstrated need.

The proposed amendment is located within the Suburban Service Area and the Southport Neighborhood Planning Area. The Southport Neighborhood Planning Area designation was established to promote infill development into existing developed areas.

The proposed amendment is located within the Suburban Service area and has existing public services to serve the site. Therefore, the proposed amendment will not promote, allow or designate for development of substantial areas of the jurisdiction to develop as low-intensity, low density, or single-use development or uses in excess of demonstrated need.

163.3177(6)(9)(a)(II): Promotes, allows or designates significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas while leaping over undeveloped lands which are available and suitable for development.

The proposed amendment does not promote, allow or designate significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas while leaping over undeveloped lands which are available and suitable for development. Suburban Service Area and the Southport Neighborhood Planning Area. The proposed amendment area is an ideal location for infill development within the existing developed area, as it is situated in between areas of planned and existing development.

163.3177(6)(9)(a)(III): Promotes, allows or designates urban development in radial, strip, isolated or ribbon patterns generally emanating from existing urban development.

The proposed amendment does not promote, allow, or designate urban development in radial, strip, isolated or ribbon patterns generally emanating from existing urban development.

163.3177(6)(9)(a)(IV): As a result of premature or poorly planned conversion of rural land or other uses, fails to adequately protect and conserve natural resources, such as wetlands, floodplains, native vegetation, environmentally sensitive areas, natural groundwater aquifer

recharge areas, lakes, rivers, shorelines, beaches, bays, estuarine systems, and other significant natural systems.

The proposed amendment does not fail to adequately protect and conserve natural resources.

Suburban Service Area and the Southport Neighborhood Planning Area are intended to be compact and not promote strip commercial development; therefore, zoning districts implementing this development pattern will include limitations on arterial and collector street frontage and maximum development pattern size. It is also intended that community facilities (recreation, civic, community services, and light infrastructure) related to the principal use of this development pattern be allowed in a manner which would ensure the protection of adjacent uses." This amendment request is compatible with the Suburban Service Area and the Southport Neighborhood Planning Area development pattern.

163.3177(6)(9)(a)(V): Fails adequately to protect adjacent agricultural areas and activities, including silviculture, and including active agricultural and silvicultural activities as well as passive agricultural activities and dormant, unique and prime farmlands and soils.

The proposed amendment site is not utilized for commercial farming or agriculture uses. Therefore, the proposed amendment does not fail to adequately protect adjacent agricultural areas and activities, including silviculture.

163.3177(6)(9)(a)(VI): Fails to maximize use of existing public facilities and services.

The proposed amendment does not fail to maximize the use of existing public facilities and services. A sewer plant located south of the amendment was purchased by the County in 2009 and current plans detail expanding it from 1.5 mgd to 3 mgd over the next planning horizon.

The proposed amendments site is located within the Suburban Service Area, which are is included within Bay County's designated central sewer and/or water service franchise areas.

163.3177(6)(9)(a)(VII): Fails to maximize use of future public facilities and services.

The proposed amendment site is currently served by potable water and sanitary sewer and Increased provides for the cost-efficient delivery of public facilities and services. Therefore, the proposed amendments will not fail to maximize future public facilities and services.

163.3177(6)(9)(a)(VIII): Allows for land use patterns or timing which disproportionately increase the cost in time, money, and energy of providing and maintaining facilities and services, including roads, potable water, sanitary sewer, stormwater management, law enforcement, education, health care, fire and emergency response, and general government.

The proposed map amendment does not allow for land use patterns or timing which disproportionately increase the cost in time, money, and energy of providing and maintaining facilities and services.

163.3177(6)(9)(a)(IX): Fails to provide clear separation between rural and urban uses.

As previously mentioned, the proposed amendment area is located within the Suburban Service area. The proposed amendment will create concentrated development not "stripped out" along Highway 77.

163.3177(6)(9)(a)(X): Discourages or inhibits infill development or the redevelopment of existing neighborhoods and communities.

The Southport Neighborhood Planning Area STZ is considered an "overlay" on the official Future Land Use Map and encompasses one or more underlying future land use designations. This "overlay" imposes additional requirements above and beyond those required by the underlying future land use designations. Therefore, the proposed amendments will provide needed opportunity for infill development and will not impede redevelopment of existing neighborhoods and communities.

163.3177(6)(9)(a)(XI): Fails to encourage an attractive and functional mix of uses.

The proposed amendment provides for density, as well as clustering of site development, resulting in the preservation of large tracts of recreational open space; and continued silvicultural uses within the wetland areas. Therefore, the proposed amendments do not fail to encourage an attractive and functional mix of uses.

163.3177(6)(9)(a)(XII): Results in poor accessibility among linked or related land uses.

The proposed land use change does not result in poor accessibility among linked or related land uses. The proposed amendment area is situated just south of SR 77. In 2006, SR 77 was made into a four lane principal arterial roadway from Panama City to I-10, bringing it up to acceptable LOS standards. In addition, a proposed realignment of CR 388 so that it bisects SR 77 further north near the amendment site is under consideration. The completed improvements and imminent planned improvements to these corridors, the proposed Gulf Coast Parkway, and close proximity to the Panama City-Bay County International Airport and the West Bay Area Sector Plan planning area will significantly improve accessibility among linked or related land uses.

<u>163.3177(6)(9)(a)(XIII)</u>: Results in loss of significant amounts of functional open space.

The proposed amendment will not result in the loss of significant amounts of functional open space. The proposed amendment area is already a developed commercial use.

In addition to 163.3177(6)(9)(a), F.S., Chapter 163.3177(6)(9)(b) of the Florida Statutes provides an eight-point list of development patterns and urban forms. If the proposed amendment incorporates four or more of the development patterns or urban forms, it is determined to discourage the proliferation of urban sprawl. The four patterns and/or forms that best describes the proposed amendment are listed below.

<u>163.3177(6)(9)(b)(I)</u>: Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems.

The proposed amendment does not have an adverse impact on natural resources and ecosystems. The site will preserve any environmentally sensitive areas of the site, such as wetlands.

<u>163.3177(6)(9)(b)(II)</u>: Promotes the efficient and cost-effective provision or extension of public infrastructure and services.

The proposed map amendment promotes the efficient and cost-effective provision or extension of public infrastructure and services. Municipal services will be made available to the proposed amendment area as well as the existing community including roads, central potable water and sewer services, stormwater management facilities, law enforcement, education, health care, fire and emergency response, and general government of the County.

In 2012, the Bay County Transportation Planning Organization adopted new transportation boundaries for growth over the next ten years. These boundaries are updated every ten years based on new census records. A large area near the proposed amendment site his included in the new boundary representing areas that are expected to be urbanized by the year 2020. This designation helps promote efficient and cost effective provision and extension of public infrastructure and services.

<u>163.3177(6)(9)(b)(V)</u>: Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils.

As mentioned above, the text of the comprehensive plan includes language that requires "cluster" site development. Clustering site development will result in the preservation of large

tracts of open space that will enable the area. Therefore, the proposed amendment does not fail to adequately protect adjacent agricultural areas and activities, including silviculture.

<u>163.3177(6)(9)(b)(VII)</u>: Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area.

The Southport Neighborhood Planning Area is located within the Suburban Service Area designated within the Bay County Comprehensive Plan. The purpose of the Southport Neighborhood Planning Area is to encourage a functional mix of uses to provide for a self-sustaining community subject to the review and approval of amendments to the Future Land Use Map in accordance with Chapter 163 of the Florida Statutes.

It is also intended that community facilities (recreation, civic, community services, and light infrastructure) related to the principal use of this development pattern be allowed in a manner which would ensure the protection of adjacent uses." This amendment request is compatible with the Southport Neighborhood Planning Area development pattern.

CONSISTENCY ANALYSIS

The proposed FLUM amendment is consistent with the Future Land Use Element and other affected elements of the Bay County Comprehensive Plan. The following is a specific description of how the proposed FLUM amendment is consistent with the significant subject areas of Future Land Uses, Natural Resources, and Public Facilities and Services of the Bay County Comprehensive Plan:

<u>Future Land Use Element:</u>

Conservation/Habitation

Purpose: To provide for conservation with appropriate use through regulation and innovative development techniques intended to avoid or minimize damage to natural resources.

Service Area: Urban, Suburban, Rural

Designation Criteria: Ecosystem Management Areas, Habitat Conservation Areas, government lands used for conservation purposes.

Allowable Uses: Agriculture (when BMP's are used), Recreation, Public/Institutional, Residential, Planned Unit Development, Optional Sector Plans, docks, piers, seawalls, etc., public utilities, and other similar uses.

Density Housing: Urban, Suburban - No more than one (1) dwelling unit per one-half (1/2) acre. Rural - No more than one (1) dwelling unit per ten (10) acres.

Intensity: No more than 50% impervious coverage. No more than 50-feet in height.
Open Space: At least 50% in natural or landscaped areas.

Development Restrictions: All development to be designed and constructed so as to avoid or minimize damage to locally significant environmental resources (See Conservation Element for details). Clustering or density transfers may be used as described in the Conservation Element.

Development of the proposed amendment area will adhere to the above requirement.

STORMWATER SUB-ELEMENT

Policy 5E.9.1: Stormwater requirements of the Land Use Code shall dictate that post-development runoff be no greater than predevelopment runoff.

Development of the proposed amendment area will adhere to the above requirement.

Policy 5E.10.1: The following general guidelines and principles will be used as the basis for stormwater management

1. **Prohibit the unauthorized obstruction of natural or man-made drainageways.**

2. **Require sediment control as part of any land clearing or development project, except for bona-fide agricultural activities using approved Best Management Practices (BMP's).**

3. **Provide for the dedication or private maintenance of all stormwater facilities, conveyances, or easements.**

4. **Include standards and criteria for impervious surface, lot coverage, and minimum open space areas.**

5. **Require that bridges, culverts, pipes, ditches or other conveyances be designed and constructed to County standards.**

6. **Require evaluation of flooding that may be caused by the development of vacant land adjacent to existing developed areas, including adjacent building lots in subdivisions.**

7. **Require that best available engineering practices be used for the design and construction of stormwater control facilities based on the following level-of-service standards.**

   a. **Water Quality**
      1) **Outstanding Florida Water; Potable Water Supply: For stormwater discharges into OFW or the Deer Point Reservoir Protection Zone treatment shall be as specified in s.62-25.025(g), FAC (OFW standards).**
      2) **Other Discharges: For all other stormwater discharges treatment shall be as specified in Ch. 62-25, FAC.**
      3) **Ecosystem Management Zones: Treatment to OFW standards may be required for areas within designated Ecosystem Management Areas.**

   b. **Flood Attenuation**
      For purposes of flood attenuation all development projects shall be designed and constructed so as to5E.10.1: accommodate the 25-year critical duration storm event as outlined in the FDOT Drainage Manual. This requirement shall not apply to the construction of single-family, duplex, triplex, or quadraplex dwellings and customary accessory uses.

   c. **Operation and Maintenance**
      Stormwater facilities and conveyances owned and operated by the County shall be assigned the following levels-of-service (LOS).
      LOS Operation and Maintenance
      A Routine Maintenance.
      B Routine inspection with specific routine maintenance.
      C Routine inspection with inspection-based O&M.
      D Reaction/complaint based O&M.
      E No service.

8. **Prohibit evacuation-intensive facilities (e.g. hospitals, nursing homes, etc.) in "A" and "V" flood zones.**

9. **Require developers to construct stormwater facilities and conveyances at their own expense as part of any new development project.**

10. **Provide exemptions from County stormwater regulations consistent with Ch. 62-25, FAC.**

Development of the proposed amendment area will adhere to the above stormwater management guidelines and principles.

CONSERVATION ELEMENT

Objective 6.7: Conserve and manage natural resources on a systemwide basis rather than piecemeal.

The proposed amendment will assist the County in implementing a more efficient development pattern within its rural communities by implementing a land use category that will help provide infill development connect to central water and sewer service, and requires more stringent natural resource protection standards to curb future impacts to groundwater sources.

Policy 6.11.3: The County will employ the following measures to protect and conserve wetlands.

1. Wetlands will be delineated and depicted on all site plans included in applications for development approval.

2. Developers will design and construct development projects so as to avoid activities that would destroy wetlands or the natural functions of wetlands.

3. Wetland setbacks will be required as specified in Policy 6.7.4 for development on lots or parcels created after the effective date of this policy.

4. Wetlands crossings that connect dry upland areas are permissible provided the natural water flow between wetlands is not interrupted.

5. In the event a lot or parcel of property is rendered totally undevelopable by avoidance of wetlands the property may be developed when: 1) disturbance of wetlands is the minimum necessary to build an allowable use, and; 2) mitigation is provided consistent with applicable law.

The site will not result in any development of environmentally sensitive areas, such as wetlands.

Policy 6.18.1: On lots or parcels where locally significant environmental resources exist and resulting development restrictions apply owners or developers may use, or be required to use, the following innovative land development techniques.

1. Clustering

2. Mitigation

Development will only be permitted on the most suitable parts of a development site, while avoiding development of environmentally sensitive areas of the site.

Policy 6.20.1: The County will use the State of Florida Master Site File to identify those areas where cultural/archaeological or historic resources may exist. Developers of property within these areas must either demonstrate that no such resources are present or provide a protection plan which demonstrates how these resources will be protected or preserved.

The proposed amendment area does not contain any significant archeological sites, based on the Master Site File of the Florida Division of Historical Resources.

RECREATION AND OPEN SPACE ELEMENT

Policy 9.8.1: The County will ensure the availability of open space by:

4. Encouraging open space through density transfers, clustering, or other similar means, and;

5. Maintaining the rural and agricultural nature of northern Bay County through the Wide Open Spaces strategy.

As mentioned above, *The Sand Hills Rural Community STZ is considered an* overlay *on the official FLUM of the Comprehensive Plan. Clustering development will result in the preservation of large tracts of open space that will enable the area to maintain its rural character.*

CAPITAL IMPROVEMENTS ELEMENT

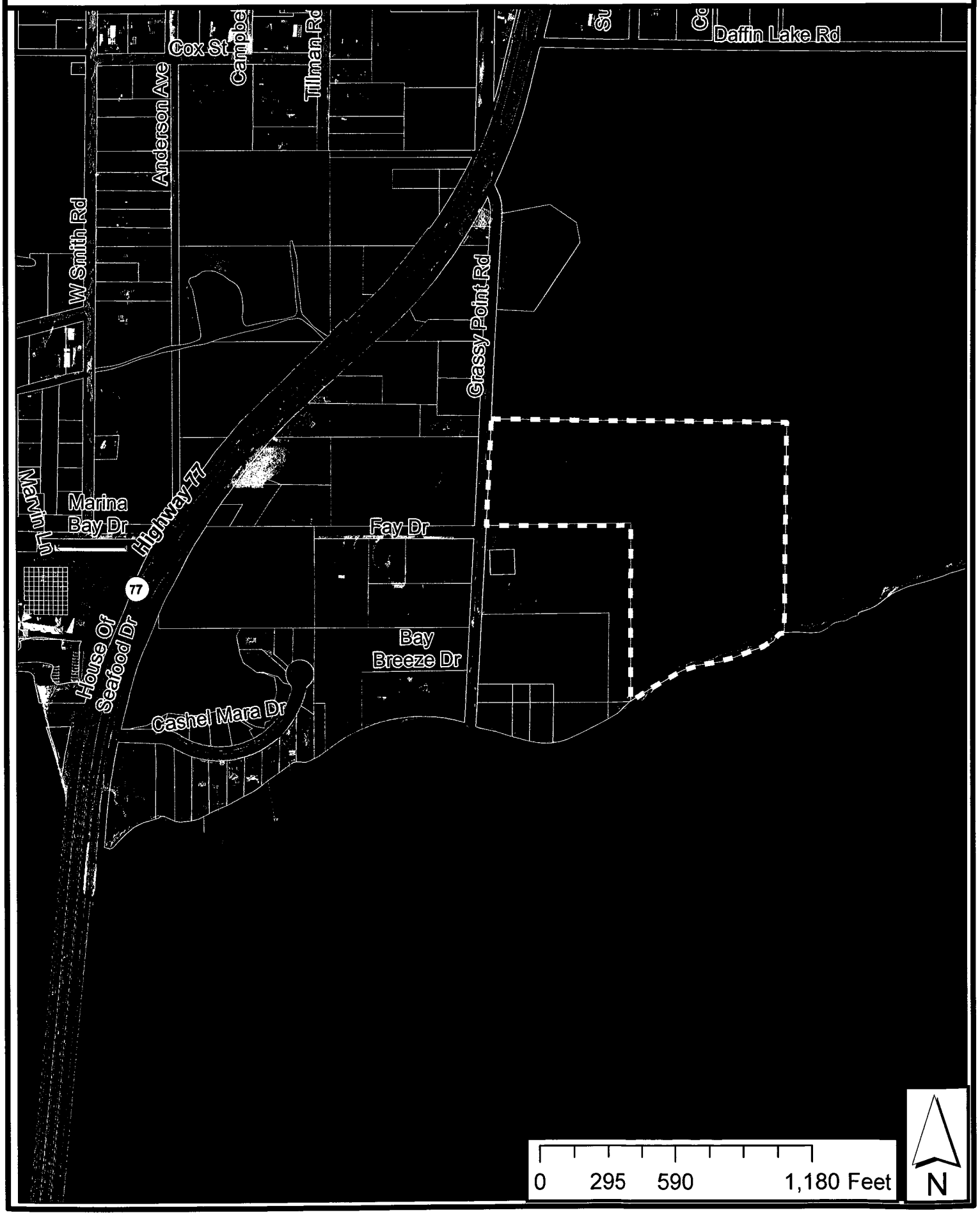
Policy 11.9.1: The concurrency requirements of this element shall apply to roads, sanitary sewer, solid waste, drainage, potable water, and parks and recreation. All applications for development approval shall be reviewed to ensure that level of service standards maintained are maintained and minimum concurrency requirements are met.

A complete public facilities analysis is included in Section VI of this report. Any impacts above the adopted level of service standards will be mitigated for when the property is proposed for redevelopment.

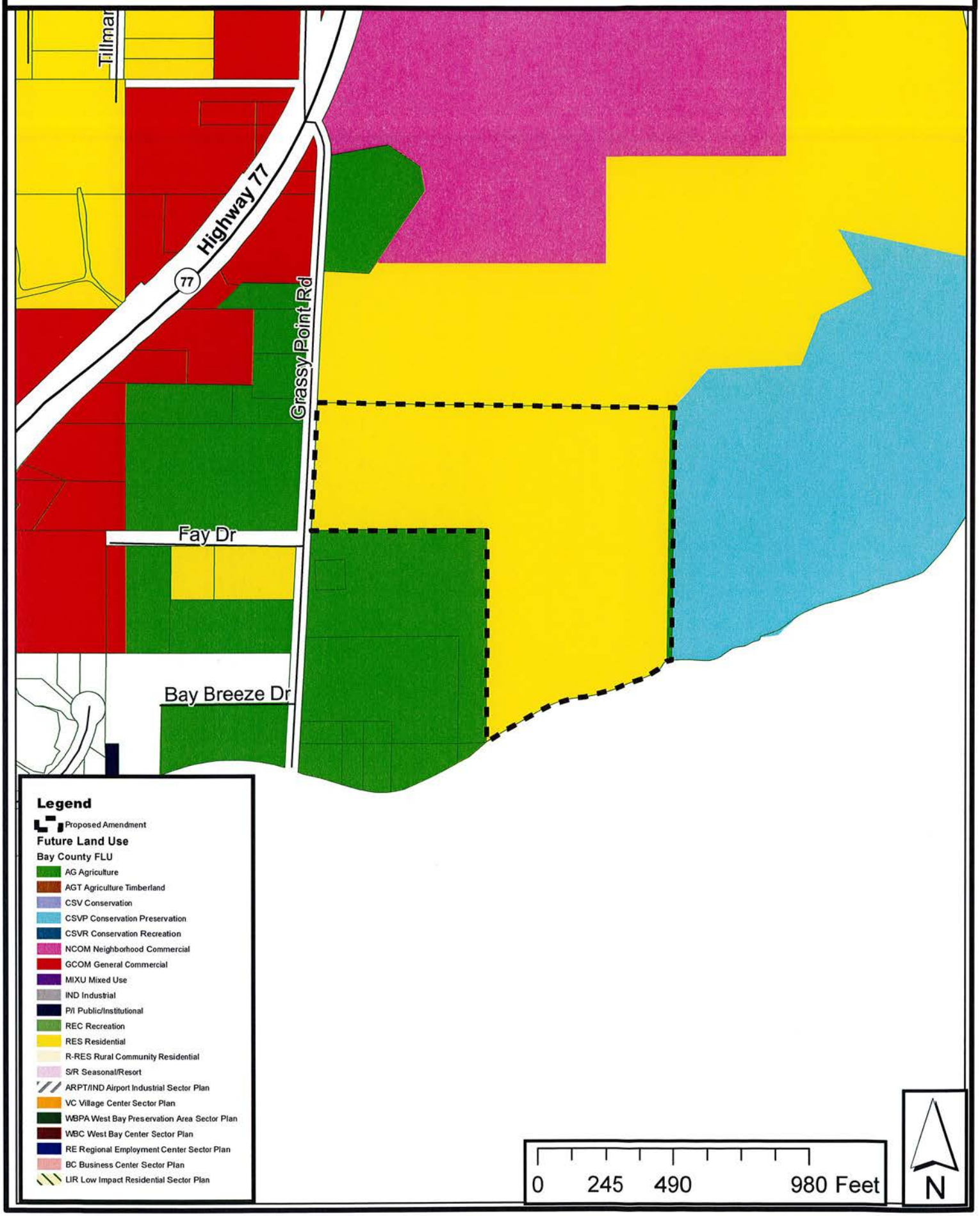
VII. Figures

1. Location Map
2. Adopted Future Land Use Map
3. Proposed Future Land Use Map
4. Adopted Zoning Map
5. Soil Classifications
6. Floodplains
7. Wetlands
8. Proposed Zoning Map

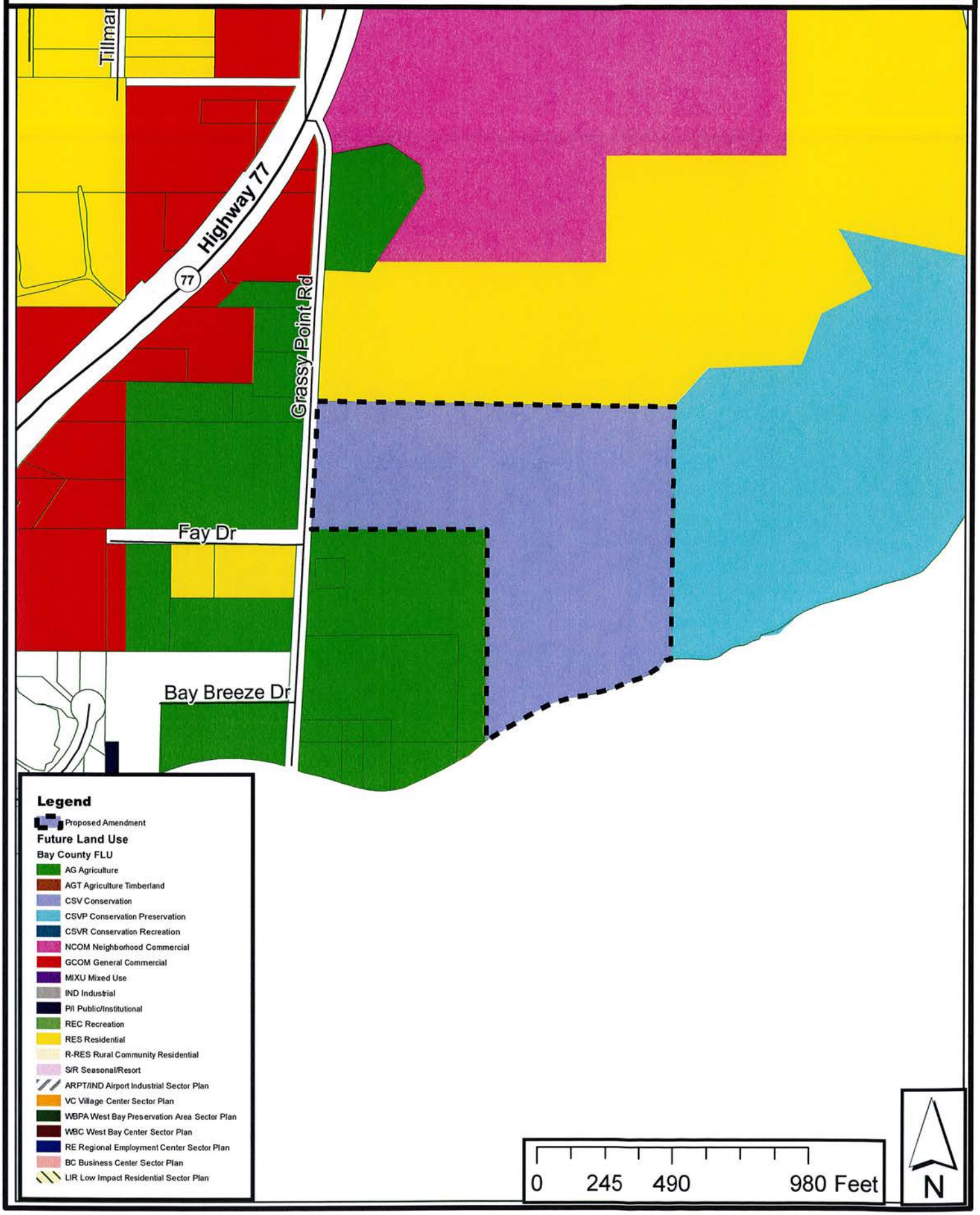
General Location Map



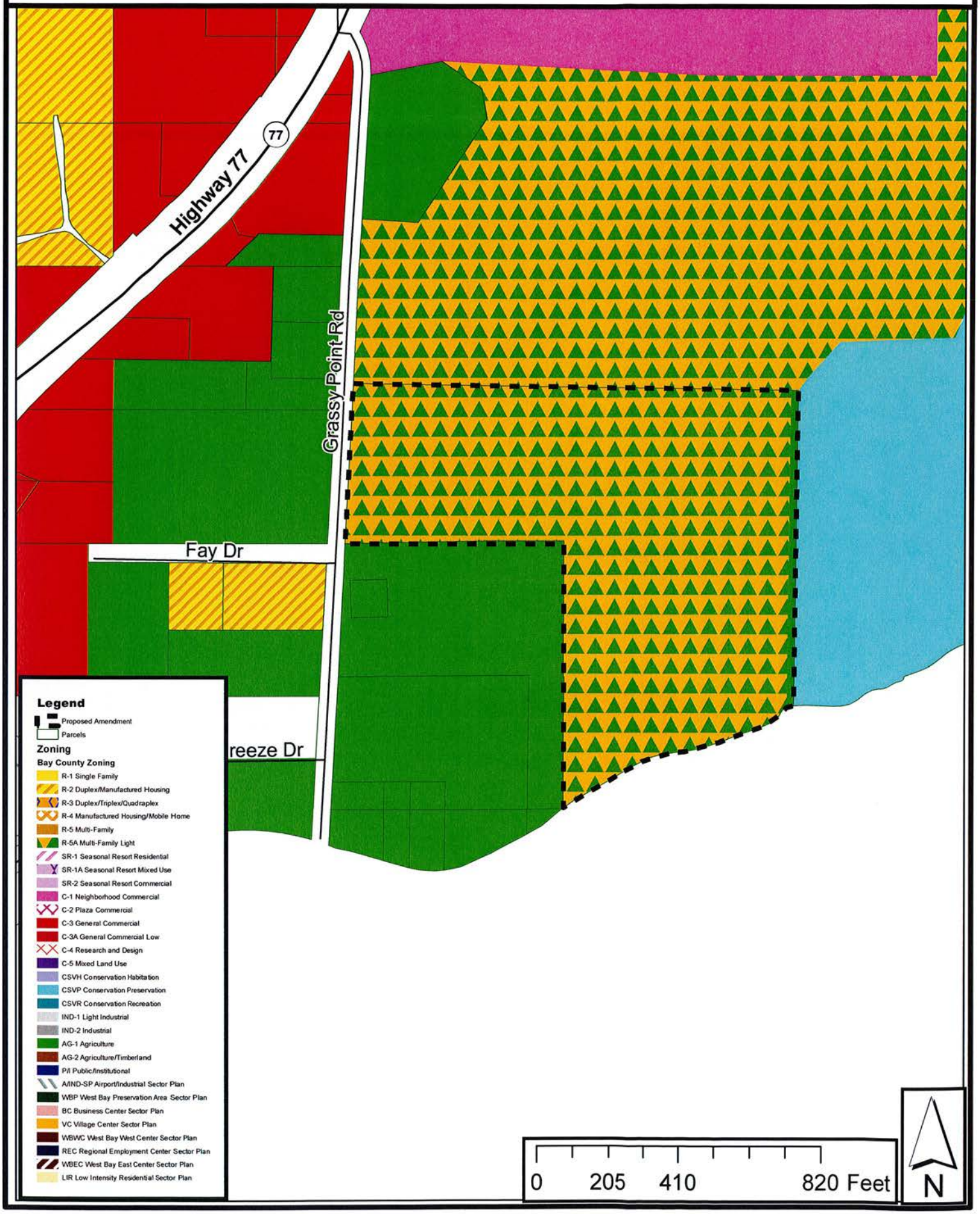
Bay County Future Land Use Map



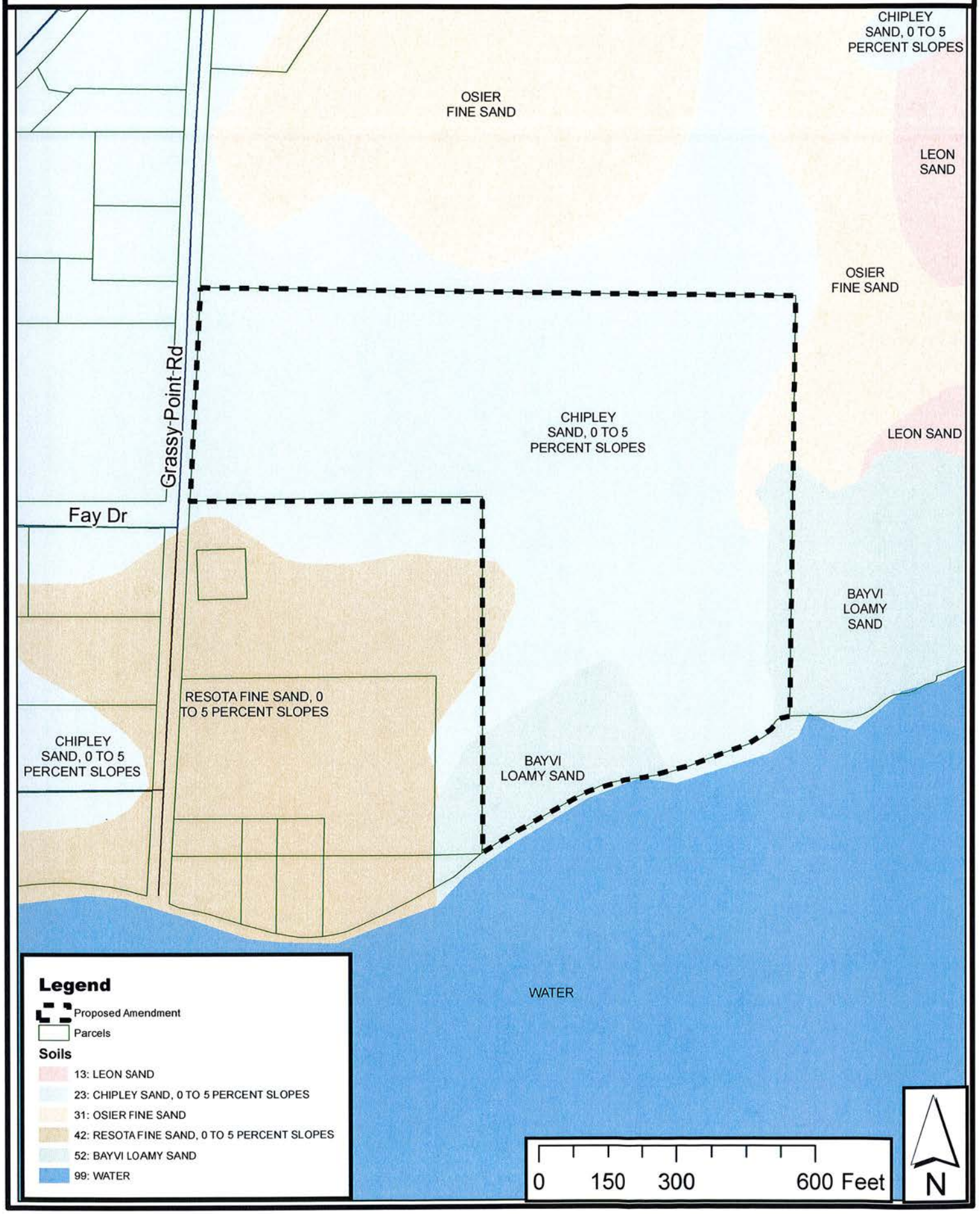
Proposed Bay County Future Land Use Map



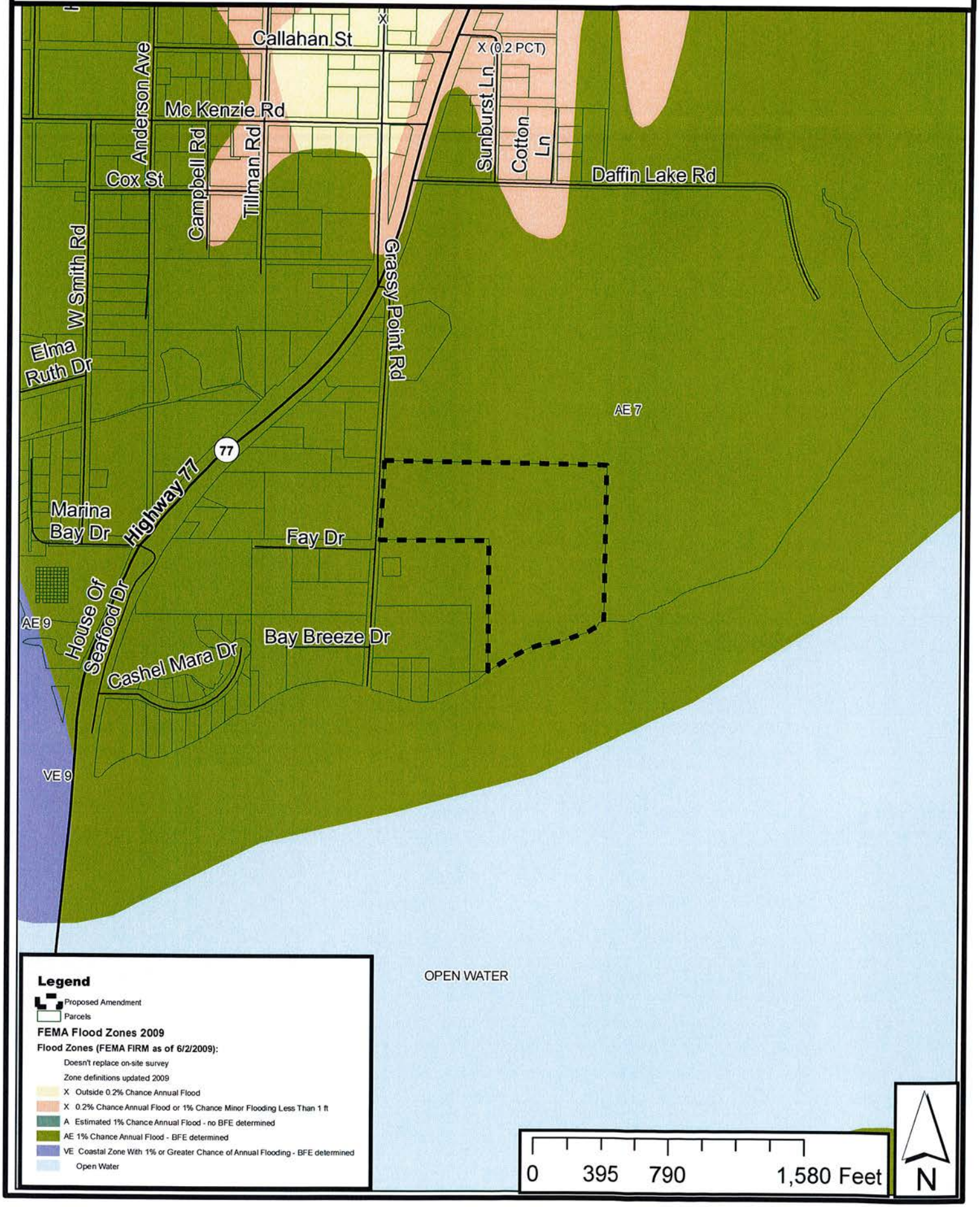
Bay County Zoning Map



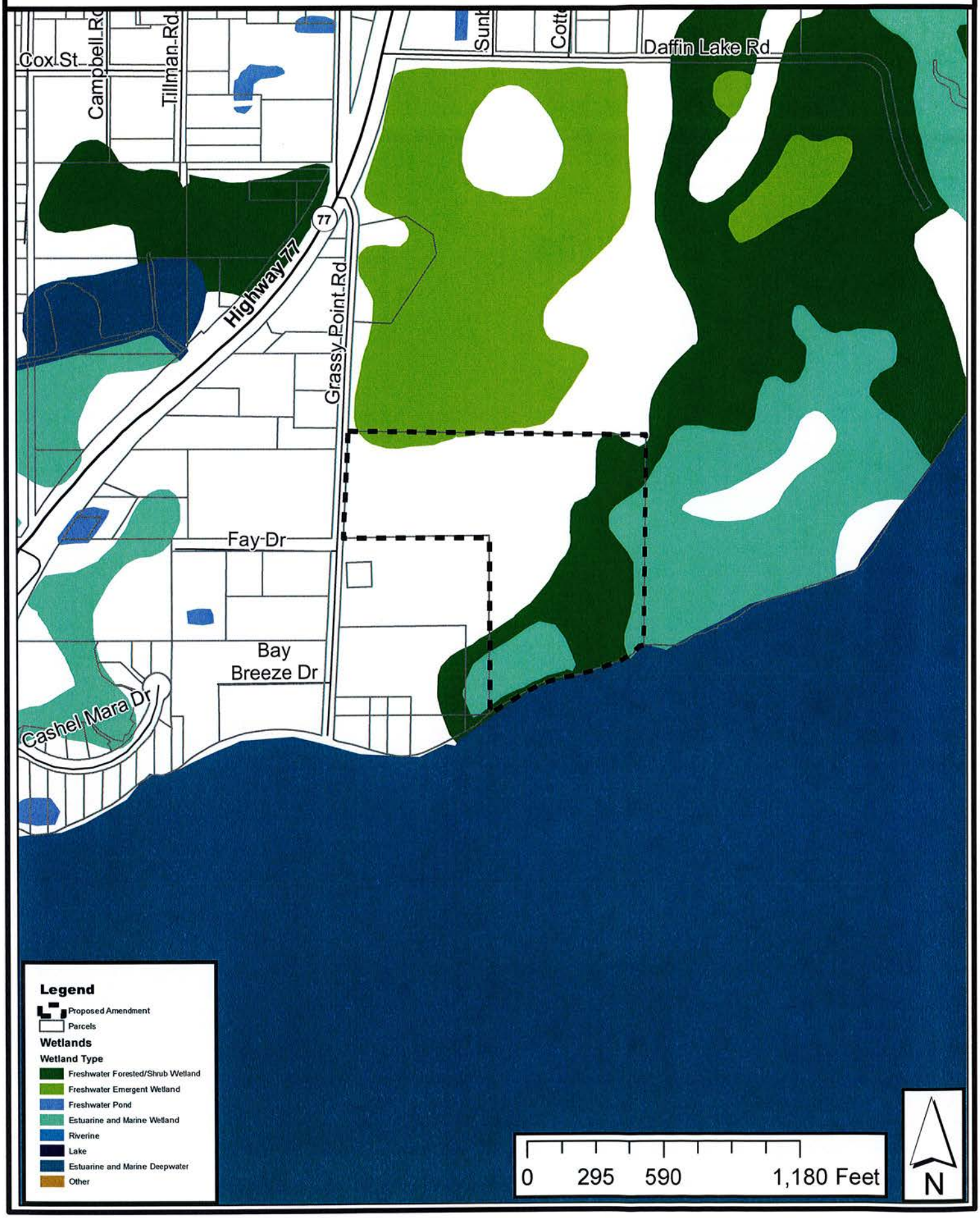
Bay County Soils Map



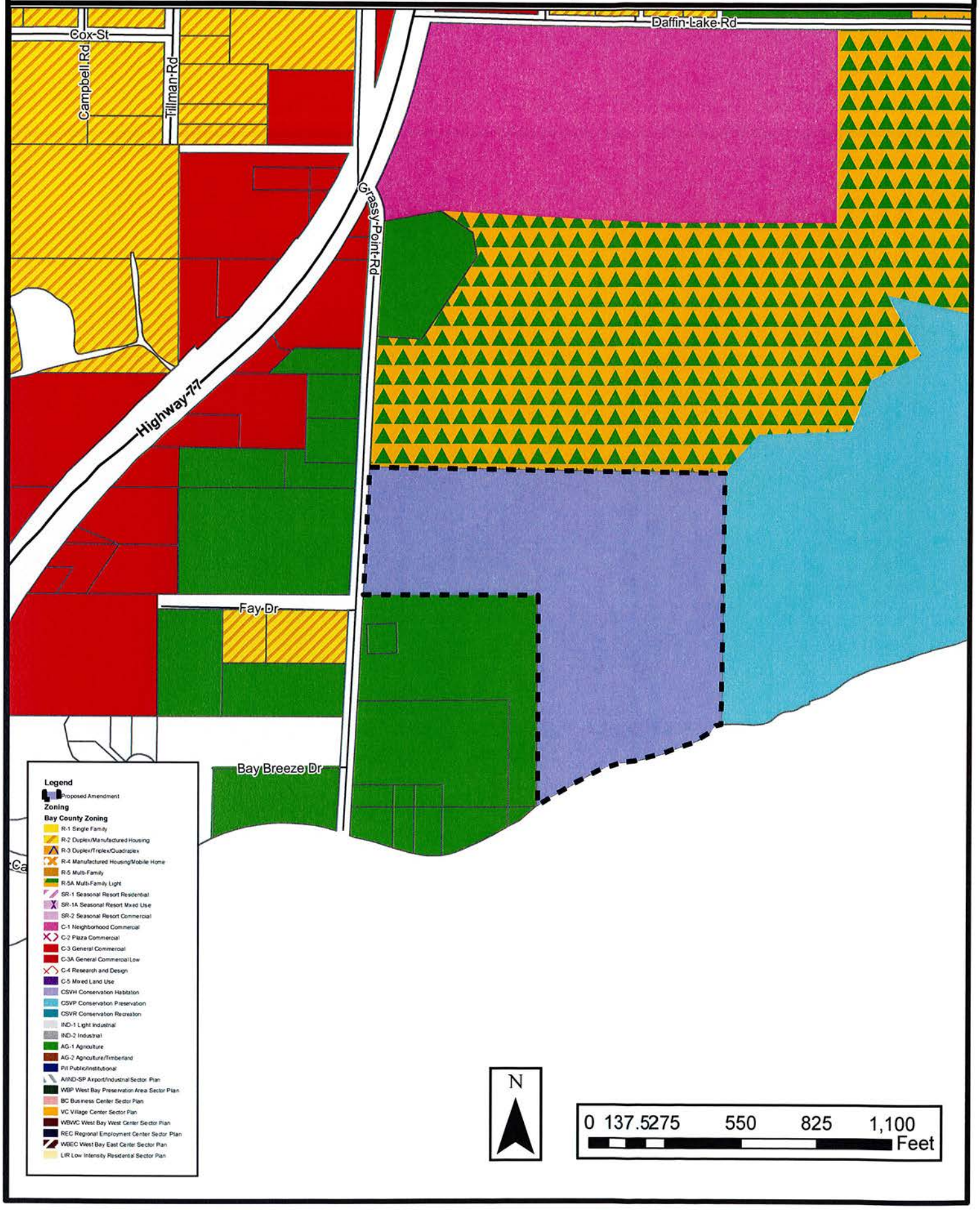
Bay County Flood Zones Map



Bay County Wetlands Map



Proposed Bay County Zoning Map



APPENDIX A

Bay County Application for Comprehensive Plan Amendment

Bay County Application to Amend the Comprehensive Plan Future Land Use Map (FLUM)

A) Applicant Information (Owner or Authorized Agent)

Owners Name:	*Preferred Coastal Properties*	**Authorized Agent:**	*Raymond W. Greer, AICP*
Mailing Address:	*212 Water Drive*	**Mailing Address:**	*2910 Kerry Forest Parkway D-4-126*
	Mexico Beach, FL 32456		*Tallahassee, FL 32312*
Telephone:	*850-527-2330*	**Telephone:**	*(850)-545-6503*
FAX:		**FAX:**	

- *Attach letter from property owner granting authorization if agent is submitting application.*

B) Requested Amendment

Change FROM Residential **(existing designation)** **TO** Conservation/Habitation **(proposed designation)**

C) Property Information

Address/Location of Proposed Amendment Site (if available):	*6422 Grassy Point Road*
Property ID Number	*08642-000-000*
Acreage of Site	*Approximately 21 acres*
Section, Township, Range	*Section 34 2S 14 W*

A legal description must be attached in order for application to be considered complete. Please include survey if available. Provide an 8.5 X 11 copy. (See Exhibit 1)

A copy of signed deed or other instrument documenting legal interest in the property to be amended must be attached for application to be considered complete. Provide an 8.5 X 11 copy. (See Exhibit 2)

Two aerial photographs obtained from the Bay County Property Appraisers Office which identify the subject property and all property within a 500' radius of the subject property must be attached to this amendment application. **Provide an 8.5 X 11 copy. (See Section IX)**

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

D) Review Fee Attached:

1. Large Scale Amendment (> 10 acres) $2,720: _____ Yes _____No

2. Small Scale Amendment (≤10 acres) $1,450: __X____ Yes _____ No

A) Site Information
Please provide the following attached to your complete application form.

- **A vicinity map showing the location of the subject property (8 1/2" by 11" sheet).**

  See Section VII

- **A site plan or drawing, drawn to scale deemed acceptable by the Planning Official, which describes or shows the following. If possible, please include all on one map. (8 1/2" by 11" sheet).**

  - **Location in relation to surrounding physical features such as streets, railroads, water bodies, etc. Names of adjacent streets and other physical features must be shown.**
  - **North direction arrow.**
  - **Township, Range, and Section**
  - **Dimensions of the site (length, width, etc.) in linear feet.**
  - **Size of the site in square feet or acres.**
  - **The plan for development. The type of development proposed for the site; the general location of such development on the site, general parking and stormwater requirements, and the size (square feet) of the proposed development.**

  See Section VII for a map showing the location of the subject property in relation to surrounding physical features such as streets, water bodies, etc.

B) Justification and Consistency with the Comprehensive Plan

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

Section VI, Consistency Analysis, of the Comprehensive Plan Amendment Application.

C) Proposed Development

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

Total allow residential density would be 42 dwelling units.

D) Facility Capacity Analysis

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

1. <u>Water and Sewer Service:</u>

a. Potable Water Service

Provider	Permitted Capacity (gallons per day – gpd)	Current Demand - gpd	Available Capacity – gpd

Current potable water demand of site under existing designation: gpd

Anticipated potable water demand if amendment is approved: gpd

Please reference Section VI. Public Facilities and Services, Part A, in the Comprehensive Plan Amendment, for a detailed Potable Water analysis for the site.

b. Sanitary Sewer Service/Wastewater Treatment

Provider*	Permitted Capacity - gpd	Current Demand - gpd	Available Capacity - gpd

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

Current wastewater demand of site under existing designation: gpd

Anticipated wastewater demand if amendment is approved: gpd

Please reference Section VI. Public Facilities and Services, Part B, in the Comprehensive Plan Amendment, for a detailed Sanitary Sewer analysis for the site.

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

2. <u>Stormwater:</u> Describe how stormwater will be controlled and treated:

Development of the amendment site shall comply with the stormwater quality and quantity protection requirements set forth in the Bay County Comprehensive Plan. The proposed amendment is not associated with a specific development project.

3. <u>Transportation:</u> Use professionally acceptable methodology to determine the impacts of proposed development on transportation infrastructure. A traffic study shall be required if the proposed development will impact a facility at or near its maximum acceptable level of service, and/or if the proposed development will generate 100 or more trips in the peak hour (Land Development Regulations Section 2008-6, 7). The Traffic Impact Analysis (TIA) must be performed using a traffic micro-simulation model such as Synchro or HCS2000. The Bay County Transportation Planning Organization Congestion Management System must be used to determine whether or not a facility is at or near its maximum capacity for the road segment's

AADT. For roads where counts do not exist for AADT, counts must collected by applicant.

ITE Code	Land Use	Units/Sq Footage	Daily Trips	Peak Trips

Road Segment	Existing LOS	Projected LOS	Acceptable LOS

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

_____ Tropical Storm _____ Category 1 Hurricane ___X__ Category 2 Hurricane

_____ Category 3 Hurricane ___X__ Category 4-5 Hurricane _____ N/A

Please reference a Transportation analysis of Highway 77 located in the Comprehensive Plan Amendment.

E) Natural Resources

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

NATURAL RESOURCES	YES	NO
Flood Zones Present:	*X*	
Type and Map #	*Flood Zone X and A*	
Rivers, Creeks, Streams		*X*
Identify:		
Bays, Bayous, Lakes		*X*
Identify:		
Wetlands:	*X*	

Identify:	*Freshwater forested/shrub wetlands*	
Gulf Beach/Dunes		*X*
Deer Point Lake Protection Zone		*X*
Setbacks or Control Lines		*X*
Attach a list of soil types present and their suitability for dwellings, roads, septic tanks, crops, and pasture (Soil Survey of Bay County, Florida)		

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

Development of the amendment site shall comply with the natural resources protection requirements set forth in the Bay County Comprehensive Plan.

F) Historic/Archaeological Resources

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

The proposed expansion area does not contain any significant archeological sites, based on the Master Site File of the Florida Division of Historical Resources.

G) Compatibility with Surrounding Land Uses
Discuss how the proposed use is compatible with surrounding land uses:

Subject Site and Adjacent Property Land Uses

	Future Land Use Designations	Zoning Districts
Subject Property	Residential	R5-A
North	Residential	R5-A
South	North Bay	North Bay
East	Conservation Preservation	CSVP
West	Agriculture Timberland	AG-1

Please reference Section VIII. Consistency Analysis, in the Comprehensive Plan Amendment.

H) School Concurrency

1. **Which public schools serve the site of the proposed amendment:**

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

3. **If development resulting from the proposed amendment will result in an anticipated student population at any public school serving the subject**

property in excess of that school's recommended capacity, how will this deficit be corrected?

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

Please reference School Analysis, in the Comprehensive Plan Amendment

I) Compatibility with Military Installations

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

The proposed amendment is not in close proximity to any military installations.

J) Capital Improvements

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

The proposed amendment does not result in any impact that would require a capital improvement.

K) Certification and Authorization

(1) By my signature hereto, I do hereby certify that the information contained in this application is true and correct, and understand that deliberate misrepresentation of such information will be grounds for denial and reversal of this application and or revocation of any approval based on this application.

(2) I do hereby authorize County staff to enter upon my property at any reasonable time for the purpose of site inspection.

(3) I do hereby authorize the placement of a public notice sign(s) on my property at a location(s) to be determined by County staff.

(4) I _Raymond W. Greer_ **(print name) as the property owner or authorized property owner representative have read and understand the attached Information concerning Application for Amendment to the Bay County Comprehensive Plan Future Land Use Map.**

Raymond W. Greer
Applicant Name (Type or Print)

Applicant Signature

Project Manager
Title and Company (if applicable)

5-21-2017
Date

File # 2017024664, OR BK: 3896 PG: 2078, Pages: 1 of 1, Recorded 5/2/2017 at 10:23 AM, Bill Kinsaul, Clerk Bay County, Florida D DOCTAX PD $5,040.00 Deputy Clerk EG Trans # 1367825

Prepared by and Return to:
Omega Title, LLC
Darlene C. Robinson
2222 Jenks Avenue
Panama City, Florida 32405
Our File Number: 16-9232D

For official use by Clerk's office only

STATE OF Florida)
COUNTY OF Bay)
)

SPECIAL WARRANTY DEED
(Corporate Seller)

THIS INDENTURE, made this April 26, 2017, between Trustmark National Bank, a National Banking Corporation, whose mailing address is: 7700 US HIghway 98 W, Santa Rosa Beach, Florida 32459, party of the first part, and Preferred Coastal Properties, LLC, whose mailing address is: 212 Water Drive, Mexico Beach, Florida 32456, party of the second part,

WITNESSETH:

First party, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, aliens, remises, releases, conveys and confirms unto second party/parties, their heirs and assigns, the following described property, towit:

Lots 87, 88, 90 and 103, St. Andrews Bay Pecan & Fig Grove Company, in Section 34, Township 2 South, Range 14 West, according to the map or plat thereof filed in the Office of the Clerk of the Circuit Court of Bay County, Florida.

Subject, however, to all covenants, conditions, restrictions, reservations, limitations, easements and to all applicable zoning ordinances and/and restrictions and prohibitions imposed by governmental authorities, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the party of the first part hereby covenants with said party of the second part, that it is lawfully seized of said land in fee simple: that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the party of the first part.

IN WITNESS WHEREOF, first party has signed and sealed these present the date set forth on April 26, 2017.

Signed, sealed and delivered
in the presence of:

Lisa Nolaly
Witness signature

LISA M HALEY
Print witness name

Sheila A. Kent
Witness signature

Sheila A. Kent
Print witness name

Trustmark National Bank
a National Banking Corporation

By:
Print Name: Todd A. Seagle
Title: Executive Vice President

(Corporate Seal)

SHEILA A. KENT
NOTARY
My Comm Expires
January 14, 2018
No. ID 983218
PUBLIC
STATE OF FLORIDA

State of Florida
County of Walton

THE FOREGOING INSTRUMENT was acknowledged before me this 26 day of April, 2017 by Todd A. Seagle, Executive Vice President of Trustmark National Bank, a National Banking Corporation, who is personally known to me.

Sheila A. Kent
Notary Public

Sheila A. Kent
Print Notary Name

My Commission Expires: 1-14-18

Notary Seal

May 16, 2017

Mr. Ian Crelling, AICP
Planning Manager
Bay County Development Services
Planning and Zoning Division
840 West 11th Street
Panama City, Florida 32401

Re: Future Land Use Amendment and Rezoning Applications for 6422 Grassy Point Road.

Dear Mr. Crelling:

I, Zach Ferrell, do hereby authorize Raymond W. Greer to act on my behalf as agent for the Large-Scale Future Land Use Map Amendment and Rezoning applications submitted for the subject property. The property subject to the applications is comprised of Bay County Property Appraiser Parcel Identification Number 08642-000-000 and consist of approximately 22 acres.

If you have any questions or need additional information, please do not hesitate to give me a call at (850) 527-2330.

Sincerely,

Zach Ferrell
Preferred Coastal Properties, LLC
212 Water Drive
Mexico Beach, Florida 32410

cc: Raymond W. Greer, AICP

Bay County Board of County Commissioners
Agenda Item Summary

PZ 17-070 Zone Change - Highway 22, Callaway Area

DEPARTMENT MAKING REQUEST/NAME:
Community Development - Ian Crelling, Planning Manager

MEETING DATE: 7/18/2017

REQUESTED MOTION/ACTION:
Board to conduct a quasi-judicial public hearing pursuant to Section 307 of the Land Development Regulations and take action on a proposed zone change from “R-1” Single-Family to “R-3” Duplex, Triplex and Quadraplex, Application No. PZ 17-070. Property located at 8307 Highway 22, in the unincorporated Callaway area. **(District IV)**

AGENDA
Community Development - Public Hearing

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

BACKGROUND:
On June 15, 2017, the Bay County Planning Commission conducted a public hearing to consider a request from applicant Scott Harbolt to change the zoning designation of 4.5 acres from “R-1” Single-Family to “R-3” Duplex, Triplex and Quadraplex **(Exhibit 1)**. The subject property is located at 8307 Highway 22, in the unincorporated Callaway area. At the conclusion of the public hearing, the Planning Commission voted 4-0 (with Commission Chairman Haiman absent) to find the proposed zone change consistent with the Bay County Comprehensive Plan and Land Development Regulations.

The proposed “R-3” zone allows for single-family, triplex, quadraplex and manufactured homes. It allows a maximum of 60 percent impervious coverage. The subject parcel complies with the minimal dimensional standards specified in Table 4.1 of the Land Development Regulations for the “R-3” zone. The parcel has approximately 200 feet of frontage along Highway 22. Fifty-feet of frontage is required for the "R-3" zoning designation. The proposed zone district implements the existing Residential land use designation as specified in Table 3.1 of the Land Development Regulations.

The property is located directly adjacent to the city limits of Callaway in a neighborhood that has a mixture of single-family homes, triplexes and quadraplexes. A 25-foot drainage easement exists between the property’s eastern property line and the adjacent single-family homes. The developer has also agreed to provide a 10-foot buffer along the northern property line that is also adjacent to single-family homes.

This item has been noticed as a public hearing in accordance with Section 206 of the Land Development Regulations.

Staff agrees with the Planning Commission and recommends the Board conduct a public hearing, approve the proposed amendment, and adopt the attached ordinance **(Exhibit 2)**.

ATTACHMENTS:

Description	Type
Application - Exhibit 1	Exhibit
Ordinance - Exhibit 2	Exhibit
Zoning Map w/ Legend	Exhibit
Public Comments	Exhibit

BAY COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING AND ZONING DIVISION
840 W. 11th Street, Room 2350 - Panama City FL 32401
Phone: 850-248-8350 - Fax: 850-248-8267
E-mail: planning@baycountyfl.gov

Agenda Date: June 15, 2017
Application No.: PZ 17-070 ZC

Applicant: Scott Harbolt
Owner: Trustmark National Bank
Appraiser's Parcel Numbers: 06622-000-000

Project Description: The applicant is requesting an approval to change the zoning of a 4.5 acre parcel from the "R-1" Single-Family to the "R-3" Duplex, Triplex and Quadraplex zone.

Project Location: The parcel is located at 8307 Highway 22 in the unincorporated area of Callaway.

Parcel Information

Parcel Size:	4.5 +/- acres
Land Use Designation:	Residential
Zoning:	"R-1" Single-Family
Existing Land Use:	Vacant Single-Family
Surrounding Land Uses:	North: Single-Family; East: Single-Family; South: Highway 22; West: Single-Family and Tri/Quadraplex
Project Site Access:	Highway 22
Service Area:	Urban

Standards of Review

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

1. The proposed zone change is consistent with the Comprehensive Plan in that the proposal is within the proper land use category shown on the Future Land Use Map, complies with all standards and criteria associated with that category, and the application is not inconsistent or in conflict with the Plan, Policy 3.2.1, as follows:

    a. Potential for threat to the health, safety, and welfare of the general public;
    b. Potential to create public nuisance(s);
    c. Site suitability;
    d. Compatibility between zones;
    e. Consistency with the Comprehensive Plan;
    f. Availability of infra-structure facilities and services;
    g. Would not create "spot" zoning; and
    h. Criteria specified in Table 3A of the Comprehensive Plan.

2. Whether or not the application for zone change represents a logical and consistent extension of present uses in the general area of the property involved.

3. Granting the application for zone change will not adversely affect other properties in the general vicinity of the property involved.

4. The impact of the rezoning to the environment or natural resources, and the impact upon concurrency issues and requirements.

5. Granting the application for zone change will not interfere, contradict, or conflict with the infrastructure improvement plans of Bay County or any other governmental agency, or otherwise create a physical or financial burden for Bay County.

Analysis & Discussion

The applicant is requesting approval to rezone the subject property from "R-1" to "R-3". The property currently has a Residential Land Use designation and is located in a residential area along Highway 22 where similar R-3 type uses already exist within the Callaway city limits.

The proposed "R-3" zone allows for single-family, triplex, quadraplex and manufactured homes. It allows a maximum of 60 percent impervious coverage. The subject parcel complies with the minimal dimensional standards specified in Table 4.1 of the Land Development Regulations for the "R-3" zone. The parcel has approximately 200 feet of frontage along Highway 22. 50-feet of frontage is required for the R-3 zoning designation. The proposed zone district implements the existing Residential land use designation as specified in Table 3.A of the Bay County Comprehensive Plan.

The property is located directly adjacent to the city limits of Callaway in a neighborhood that has a mixture of single-family homes, triplexes and quadraplexes. A 25-foot drainage easement exist between the property's eastern property line and the adjacent single-family homes. The developer has also agreed to provide a 10-foot buffer along the northern property line that is also adjacent to single-family homes.

Based on this analysis staff feels that the proposed zone change is consistent with Section 307.3 of the Bay County Land Development Regulations and consistent with the surrounding area.

Staff Recommendation

It is therefore recommended the Commission:

1. Find the proposed zone change, Application No. PZ 17-070, consistent with Comprehensive Plan and Land Development Regulations, and
2. Forward a recommendation to the Bay County Board of County Commissioners to approve the proposed zone change.

Application to Amend the Bay County Zoning Map

(Please type or print clearly)

RECEIVED
MAY 18 2017
BAY COUNTY
PLANNING AND ZONING

File No.: P217-070 **Date Received:** MAY 18 2017

A) Applicant Information

Owners name:	Trustmark National Bank	**Authorized agent:**	Scott Harbolt
Mailing address:	509 Harrison Avenue Panama City, Florida 32401	**Mailing address:**	1514 West 23rd Street, Unit B Panama City, Florida 32405
E-mail:		**E-mail:**	scott@fcdatl.com
Telephone:		**Telephone:**	404-351-7989
FAX:		**FAX:**	

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

B) Requested Zone Change

Change from: R-1 (Existing zoning) to: R-3 (Proposed zoning)

C) Site Information

Address/location of proposed site:	8307 Highway 22
Property ID number(s):	06622-000-000
Property size (acres / square feet):	4.5 Acres
Future Land Use Map designation:	Residential

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

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

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

D) Review Fee Attached:

1. Zone Change: $1,450

E) Site Information

Current property use	Vacant
FIRM Zone & Panel No.	X & Panel 0368 Suffix H
Wetlands	N.A.
Aquifer Recharge	N.A.
Coastal Area	N.A.
Wildlife Habitat	N.A.
Surrounding land uses North:	Callaway - Residential
South:	Highway 22
East:	Residential
West:	Callaway - Residential

F) Utilities

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

1. <u>Water and Sewer Service:</u>

a. Potable Water Service

Provider	Permitted capacity (gallons per day – gpd)	Current demand - gpd	Available capacity – gpd
Callaway			
Private Well (s)___			

Current potable water demand of site under existing designation: 10800 gpd

Anticipated potable water demand if amendment is approved: 20250 gpd

b. Sanitary Sewer Service/Wastewater Treatment

Provider*	Permitted capacity - gpd	Current demand - gpd	Available capacity - gpd
Callaway			
Septic tanks or other individual on-site systems ____			

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

Current wastewater demand of site under existing designation: 10800 gpd

Anticipated wastewater demand if amendment is approved: 20250 gpd

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

2. Stormwater: Describe how stormwater will be controlled and treated:
Stormwater will be designed by a licensed Florida professional engineer and will meet the treatment and attenuation requirements of Bay County, Northwest Florida Water Management District, Florida Department of Environmental Protection, and Florida Department of Transportation.

If rezoning to a higher density the following information must be included:

3. Transportation: Use professionally acceptable methodology to determine the impacts of proposed development on transportation infrastructure. A traffic study shall be required if the proposed development will impact a facility at or near its maximum acceptable level of service, and/or if the proposed development will generate 100 or more trips in the peak hour (Land Development Regulations Section 2008-6, 7). The Traffic Impact Analysis (TIA) must be performed using a traffic micro-simulation model

such as Synchro or HCS2000. The Bay County Transportation Planning Organization Congestion Management System must be used to determine whether or not a facility is at or near its maximum capacity for the road segment's AADT. For roads where counts do not exist for AADT, counts must collected by applicant.

ITE code	Land use	Units/sq. footage	Daily trips	Peak trips
230	Res Condo/Townhouse	67	389	35

Road segment	Existing LOS	Projected LOS	Acceptable LOS
SR22; Star Avenue to CR2297	B	C	
(ID #78)			

In which hurricane evacuation zone(s) is the subject property located:

☐ Tropical storm ☐ Category 1 hurricane ☐ Category 2 hurricane

☐ Category 3 hurricane ☐ Category 4-5 hurricane ☑ N/A

G) Project Information/Justification

Provide a detailed description of the purpose of the proposed zone change, and how the proposed change is consistent with the following Findings Guidelines (Section 307.3).

a. The application for zone change is consistent with the Comprehensive Plan. To be consistent means: that the zone change is within the proper land use category shown on the Comprehensive Plan Future Land Use Map and complies with all standards and criteria associated with that category, and; the application for zone change is not inconsistent or in conflict with the Comprehensive Plan, Policy 3.2.1 of the Future Land Use Element as follows.

i. Potential for threat to the health, safety, and welfare of the general public;

ii. Potential to create public nuisance(s);

iii. Site suitability;

iv. Compatibility between zones;

v. Consistency with the Comprehensive Plan;

vi. Availability of infra-structure facilities and services;

vii. Would not create "spot" zoning, and;

viii. Criteria specified in Table 3A of the Comprehensive Plan.

b. Whether or not the application for zone change represents a logical and consistent extension of present uses in the general area of the property involved.

c. Granting the application for zone change will not adversely affect other properties in the general vicinity of the property involved.

d. Granting the application for zoning change will not interfere, contradict, or conflict with infrastructure improvement plans of Bay County or any other governmental agency, or otherwise create a physical or financial burden for Bay County

See attached "Standards of Review"

H) Provide one copy of the deed to the property, a site plan of the property proposed for a zone change, and a vicinity map.

Please be advised that your property may be subject to private covenants and restrictions which, under Policy 8.5.2 of the Bay County Comprehensive Plan, are encouraged and supported by the Bay County Board of County Commissioners provided such restrictions do not conflict with the Plan.

I) Certification and Authorization

(1) By my signature, I certify that the information contained in this application is true and correct and understand that deliberate misrepresentation of such information will be grounds for denial and reversal of this application and or revocation of any approval based on this application.

(2) I authorize County staff to enter upon my property at any reasonable time for the purpose of site inspection.

(3) I authorize the placement of a public notice sign on my property at a location to be determined by County staff.

(4) I Scott Harbolt (print name) as the property owner or authorized property owner representative have read and understand the attached information concerning Application for Amendment to the Bay County Zoning Map.

Scott Harbolt	Scott Harbolt
Applicant Name (Type or Print)	Applicant Signature
President, Full Circle Development, Inc.	May 18, 2017
Title and Company (if applicable)	Date

ZONING MAP AMENDMENT APPLICATION COMPLETENESS CHECKLIST

Planning and Zoning Staff will only accept complete applications.

Requirements	Check if Complete
Complete Application Form	X
$1,450.00 Fee	X
Letter of Authorization (If Necessary)	X
Site Plan (8.5 X 11 copy)	X
Signed Deed to Property (8.5 X 11 copy)	X
Survey/Map of Property (8.5 X 11 copy)	X
When submitting an application, please submit COPIES of any original documents – the documents may get folded, hole-punched, or stapled.	

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

Full Circle Development, Inc
All-Inclusive Real Estate Consulting & Implementation

1681 Fernleaf Circle NW, Suite B
Atlanta, GA 30318-1415
404-351-7989
www.FCDATL.com

1514 West 23rd Street, Unit B
Panama City, Fl 32405

May 18, 2017

Mr. Martin Jacobson
Bay County Planning & Zoning Division
840 West 11th Street
Panama City, FL 32401

Re: Letter of Authorization
Zone Change Application – 8307 Highway 22
Bay County Property Identification Number: 06622-000-000

Dear Mr. Jacobson:

Please accept this letter as authorization for personnel of McNeil Carroll Engineering, Inc. to act as the Authorized Agent for our property to submit a Zone Change application to the Bay County Planning & Zoning Division on behalf of the undersigned authority (presently under contract to purchase subject property). Further, personnel from McNeil Carroll Engineering, Inc. may represent subject property with Bay County employees, Planning Commission, and County Commission with regard to the referenced application.

Should you have any questions or desire additional information, please contact us.

Sincerely,

Scott Harbolt
President

McNEIL—CARROLL ENGINEERING, INC.
PROFESSIONAL ENGINEERING CONSULTANTS

May 18, 2017

Project Information/Justification
Zone Change Application
Full Circle Development, Inc.

In accordance with the Bay County Comprehensive Plan and Land Development Regulations (LDR), the following criteria are presented for review:

1. The granting of the zone change will not impact the health, safety, and welfare of the general public.

2. The granting of the zone change will not create a public nuisance.

3. The property is suitable for multi-family development.

4. The granting of the zone change is compatible to surrounding zones.

5. The proposed request is consistent with policies of the Bay County Comprehensive Plan.

6. The subject property has adequate infra-structure facilities and services to support multi-family development.

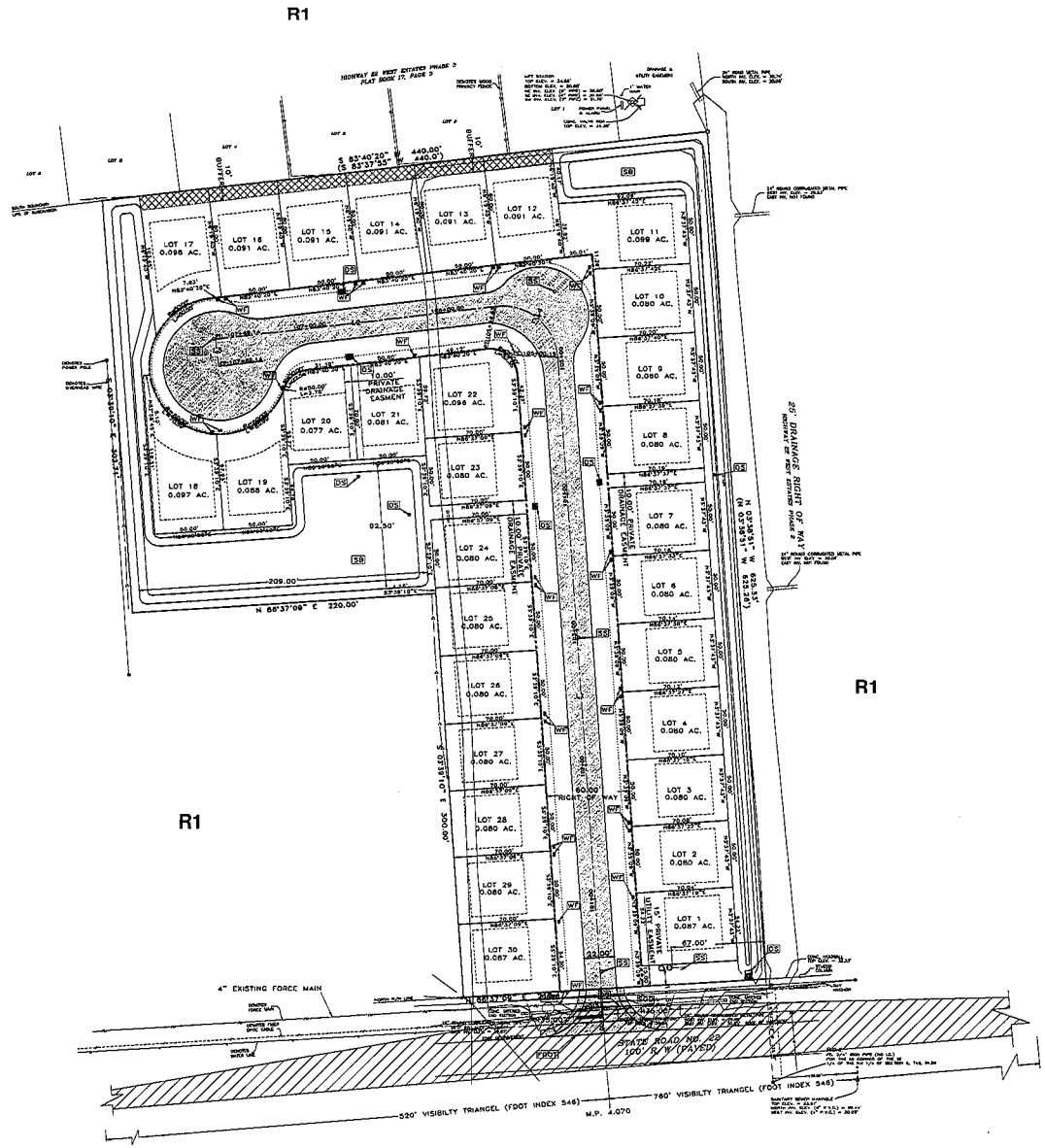
7. The subject property is contiguous to existing mult-family designated property and will not create "spot" zoning.

8. The granting of the zone change meets the criteria specified in Table 3A of the Comprehensive Plan. The subject property can support multi-family residential uses with no, or minimal, potential to create public nuisances.

9. The granting of the zone change represents a logical and consistent extension of uses in the general proximity.

10. The granting of the zone change will not adversely affect other properties in proximity of the subject property.

11. There are no known infrastructure improvement plans that will interfere with the subject property.



SEE GENERAL NOTES IN CONSTRUCTION DETAILS.

SITE LAYOUT DRAWING NOTES:

1. ONLY EXISTING UNDERGROUND AND ABOVE GROUND FEATURES ARE SHOWN ON THIS SHEET.
2. ALL CONSTRUCTION OUTSIDE OF PROPERTY LINES IS SHOWN IN DETAIL ON PERMIT DRAWINGS. (SEE GENERAL NOTES.)
3. ALL RADII AT FACE OF CURB ARE 5' UNLESS SHOWN.
4. CONTRACTOR SHALL PROVIDE McNEIL CARROLL ENGINEERING, INC. FIVE (5) SETS OF AS-BUILT DRAWINGS OF THE COMPLETED PROJECT. DRAWINGS SHALL BE PREPARED AND SIGNED & SEALED BY A FLORIDA REGISTERED SURVEYOR.
5. ALL DIMENSIONS AT CURB ARE FROM FACE OF CURB.
6. PROPOSED ROADWAY AND RIGHT OF WAYS (ROW) SHALL BE DEDICATED TO BAY COUNTY.

SYMBOL LEGEND

- (DENOTES NEW STOP SIGN)
- DS (DRAINAGE STRUCTURE - SEE GRADING & DRAINAGE PLAN)
- F.D.O.T. (SEE F.D.O.T. CONNECTION PERMIT)
- N1 (SEE NOTE #4, #1 - SEE NOTES ON THIS SHEET)
- SS (SEWER STRUCTURE - SEE UTILITY PLAN)
- SB (F.D.O.T. AND F.D.E.P. STORMWATER BASIN)
- SOD (S: SOD STRIP - SEE CONSTRUCTION DETAILS)
- WF (WATER FIXTURE - SEE UTILITY PLAN)

McNEIL CARROLL
SCALE
1"=40'

SITE DATA TABLE		
GOVERNING ENTITY = BAY COUNTY		
ZONING - RESIDENTIAL (R-1)		
TOTAL AREA OF SITE: 203,854 SQUARE FEET - 4.68 ACRES		
FLOOD ZONES ON PROPERTY: X		
	ALLOWED/REQUIRED	PROPOSED
TOTAL IMPERVIOUS AREA	122,315 SQUARE FEET - 2.81 ACRES	*89,436 SQUARE FEET - 2.05 ACRES
IMPERVIOUS SURFACE RATIO	0.60	0.44
DENSITY	8 UNITS PER ACRE	6.4 UNITS PER ACRE
OPEN SPACE AREA	81,543 SQUARE FEET - 1.87 ACRES	114,423 SQUARE FEET - 2.63 ACRES
OPEN SPACE RATIO	0.40 MIN	0.56
FRONT YARD SETBACK	20 FEET	20 FEET
SIDE YARD SETBACK	5 FEET	5 FEET
SIDE YARD STREET SETBACK	10 FEET	10 FEET
REAR YARD SETBACK	10 FEET	10 FEET

* ASSUMING 50% IMPERVIOUS AREA PER LOT

REQUIRED PARKING CALCULATION			
PROPOSED USE	PARKING REQUIREMENT	SQUARE FOOTAGE/UNITS	SPACES REQUIRED
RESIDENTIAL	2 PER UNIT	30 UNITS	60
* EACH LOT SHALL CONTAIN A MINIMUM OF TWO (2) PARKING SPACES		TOTAL PARKING REQUIRED = 60	
		TOTAL PARKING PROVIDED = 60	

TRIP GENERATION SCHEDULE				
DESCRIPTION/ ITE CODE	UNIT DESIGNATION	EXPECTED UNITS	EXPECTED DAILY TRIPS	P.M. PEAK TRIPS
SINGLE FAMILY RESIDENTIAL/210	DU	30	303	31

CALCULATION DERIVED FROM ITE 7th. EDITION.

LINE TABLE		
LINE	LENGTH	BEARING
L1	500.15	N03°39'16"W
L2	204.29	S63°40'20"W
L3	30.00	S00°19'40"E
L4	3.07	N32°47'37"E

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	BEARING
C1	64.70	40.00	92°40'30"	41.91	57.87	N49°59'25"W

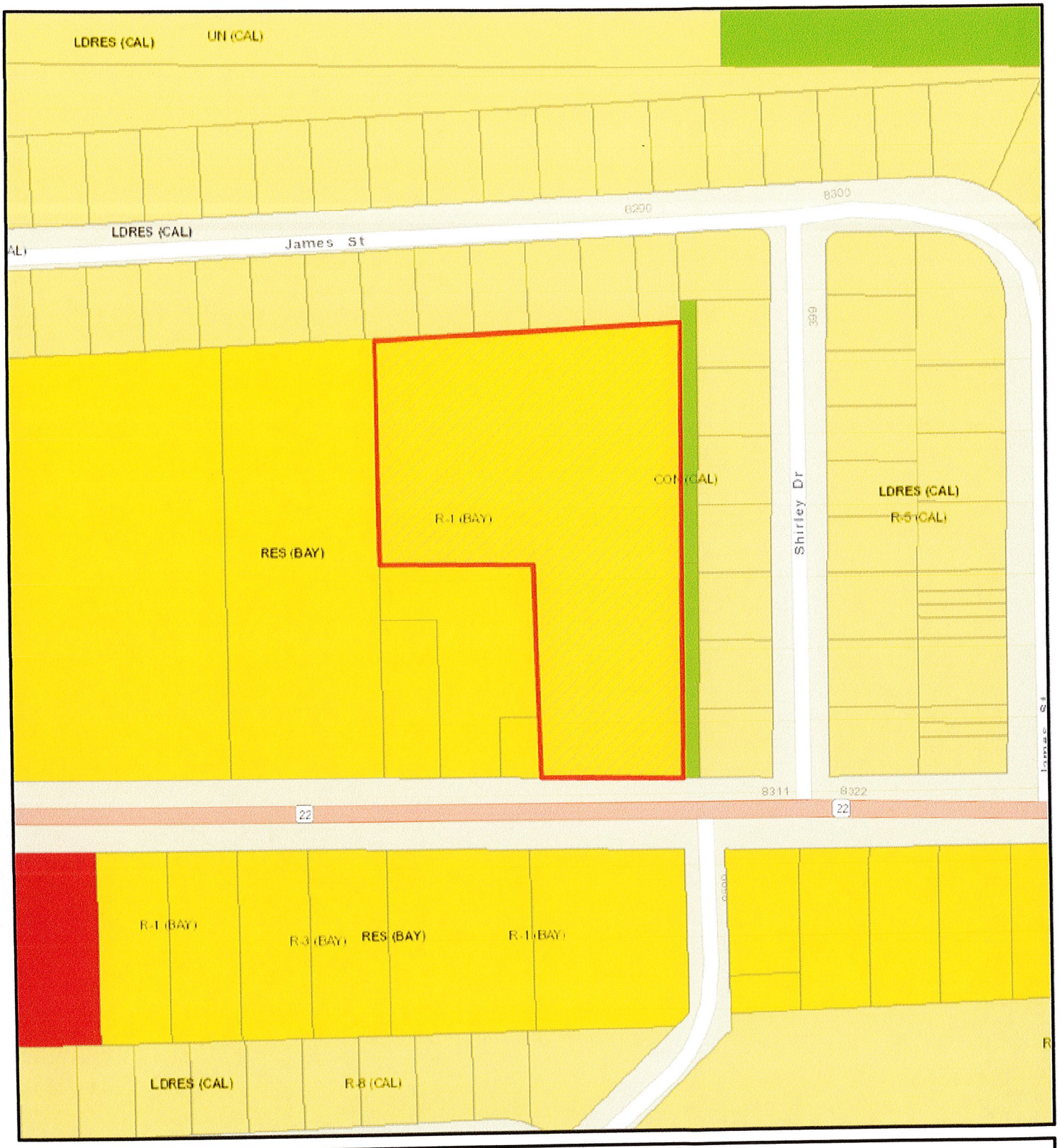
SITE LAYOUT PLAN
HIGHWAY 22 SUBDIVISION
8307 HIGHWAY 22
BAY COUNTY, FLORIDA

YEAR: AS SHOWN	
DRAWN BY: JFP	
DESIGN BY: JFP	
REVIEWED BY: BJC	
SCALE: AS SHOWN	
DATE: 12/17/01	
NO. REVISIONS:	

McNEIL CARROLL ENGINEERING, INC.
Professional Engineering Consultants
STATE OF FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER 7196
475 Harrison Avenue, Suite 200
Panama City, Florida 32401
Phone: 850-763-5790
Fax: 850-763-5744

NO.	DATE	BY	REVISIONS
#1			
#2			
#3			
#4			
#5			

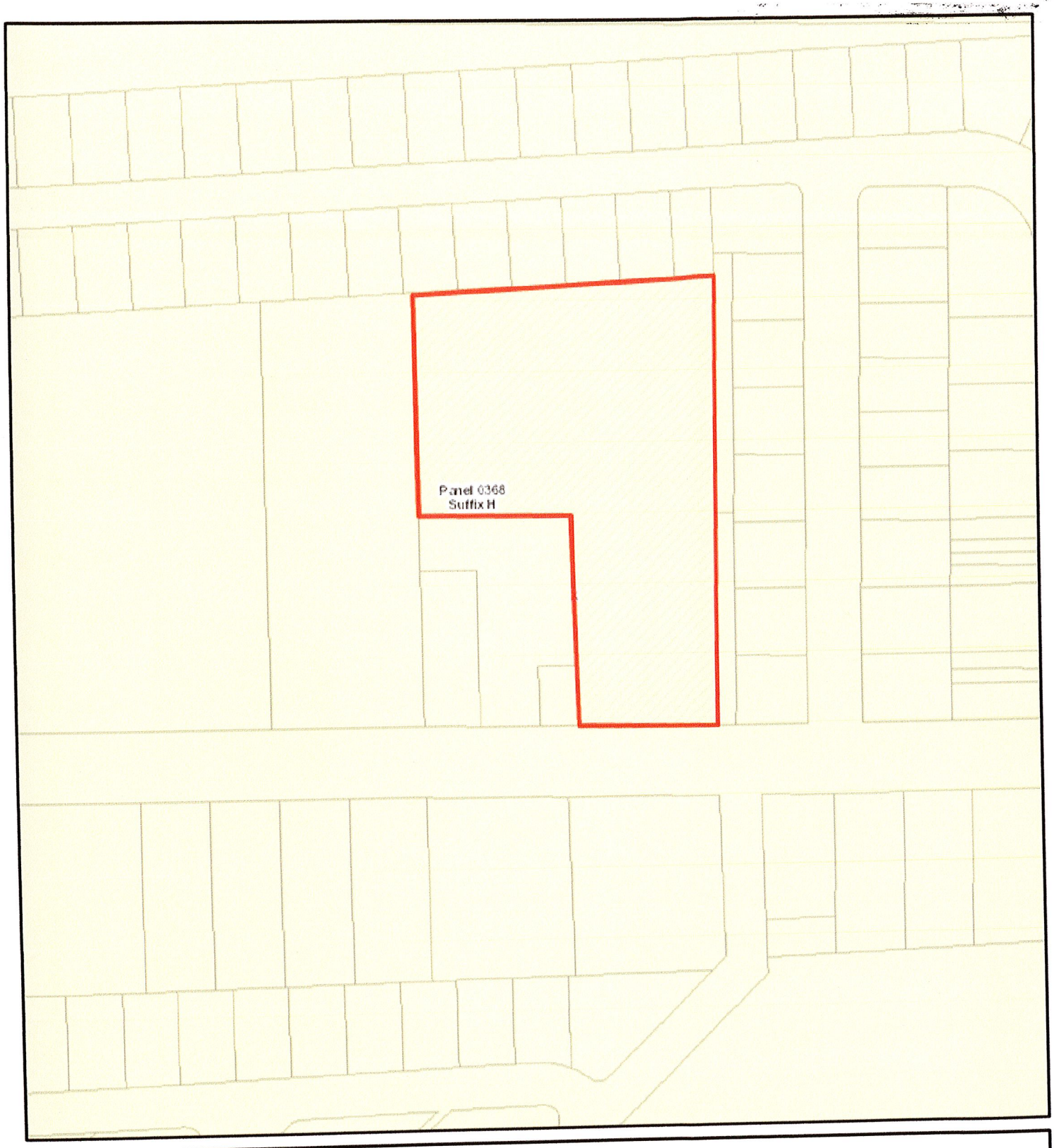
Sean D. McNeil P.E. PROFESSIONAL ENGINEER FL LIC # 44083
Robert L. Carroll, P.E. PROFESSIONAL ENGINEER FL LIC # 57898
Alan W. Kirkland, P.E. PROFESSIONAL ENGINEER FL LIC # 61726



Full Circle Development, Inc.

Future Land Use & Zoning, R-1

Printed: May 17, 2017

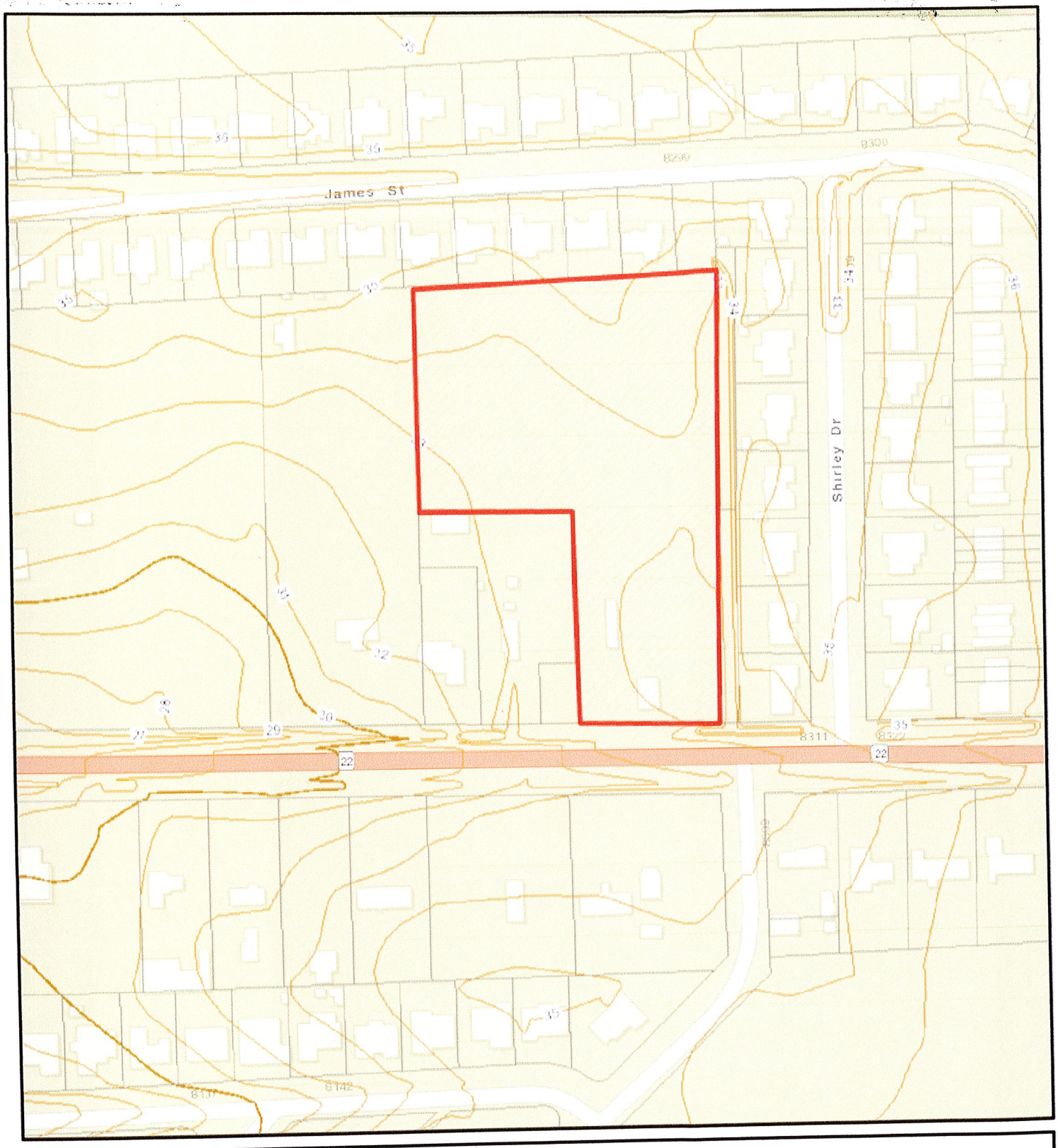


Full Circle Development, Inc.

Flood Zone - X

N
W E
S

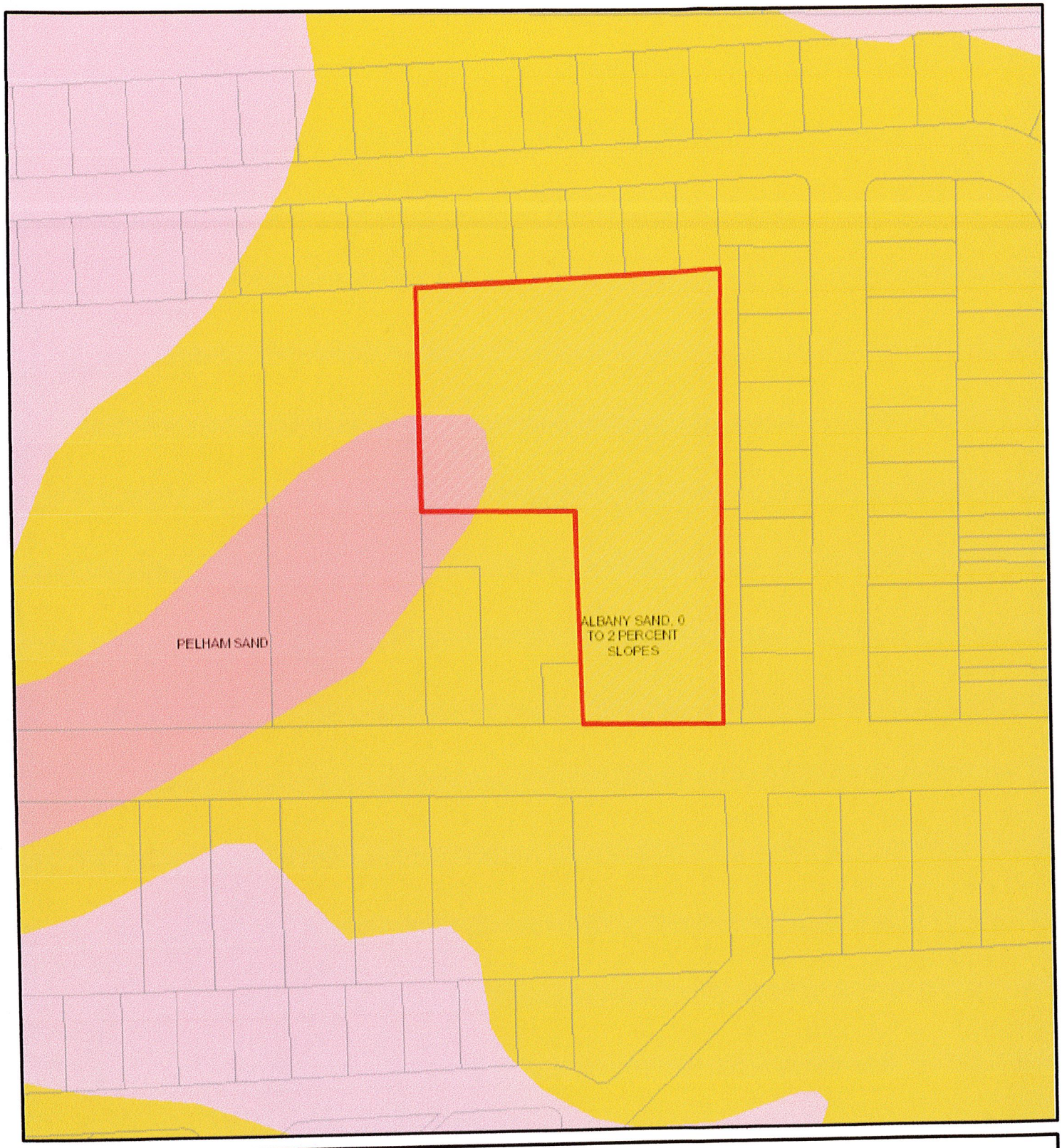
Printed: May 17, 2017



Full Circle Development, Inc.

One Foot Contours

Printed: May 17, 2017

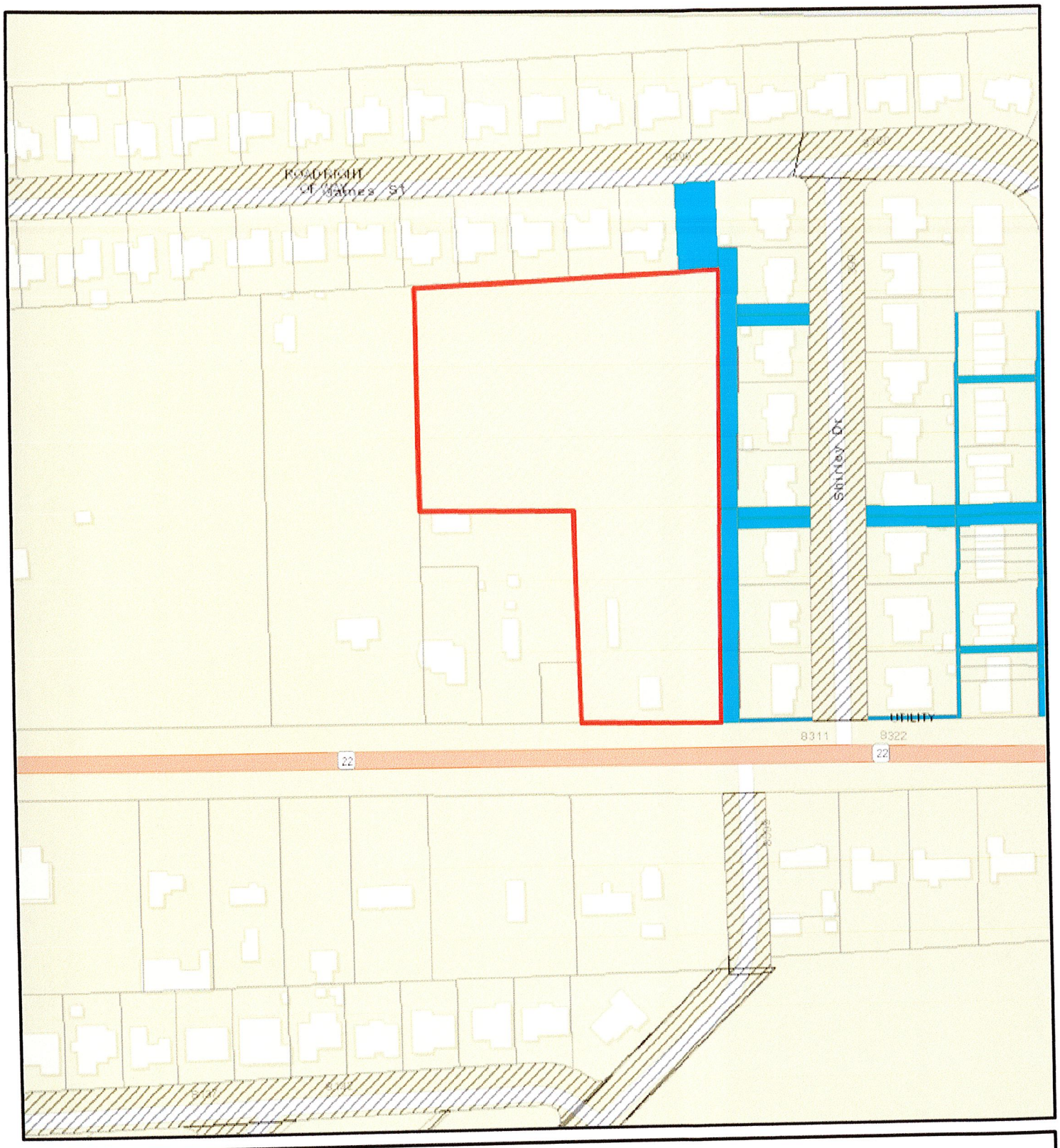


Full Circle Development, Inc.

Soils

N
W E
S

Printed: May 17, 2017



Full Circle Development, Inc.

Easements

N
W E
S

Printed: May 17, 2017

File # 2012021185, OR BK 3403 Page 350, Recorded 04/23/2012 at 08:55 AM, Bill Kinsaul, Clerk Bay County, Florida Doc. D $0.70 Deputy Clerk DL Trans # 1086512

IN THE CIRCUIT COURT, FOURTEENTH JUDICIAL CIRCUIT OF THE STATE OF FLORIDA, IN AND FOR BAY COUNTY

BAY BANK & TRUST CO., a Florida banking corporation,

Plaintiff,

vs. CASE NUMBER: 09-4026

TRUE CUT BUILDERS, INC., a Florida corporation, and JAN SAPTE,

Defendants.

FILED 2012 APR 20 BILL KINSAUL BAY CLERK

CERTIFICATE OF TITLE

THE UNDERSIGNED Clerk of the Court certifies that he executed and filed a Certificate of Sale in this action on April 9, 2012 for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections. The following described properties located in Bay County, Florida:

Commence at an iron pipe marking the Southeast corner of the Southeast Quarter of the Northwest Quarter of Section 9, Township 4 South, Range 13 West, Bay County, Florida; thence N03°39'12"W for a distance of 335.42 feet to the Southwest corner of Highway 22 West Estates Phase 2, as per plat recorded in Plat Book 16, Page 52, on file with the Clerk of the Circuit Court of Bay County, Florida, said corner being on the North right of way line of State Road No. 22 (a public 100 foot right of way) and also being the Point of Beginning; thence N03°38'51"W along the West boundary line of said Highway 22 West Estates Phase 2 for a distance of 625.33 feet to the South boundary line of Highway 22 West Estates Phase 3, as per plat recorded in Plat Book 17, Page 3, on file with the Clerk of the Circuit Court of Bay County, Florida; thence S83°40'20"W along said South boundary line for a distance of 440.00 feet, thence leaving said South boundary line, run S03°39'10"E for a distance of 302.71 feet; thence N86°37'09"E for a distance of 220.00 feet; thence S03°39'10"E for a distance of 300.00 feet to the said North right of way line of State Road No. 22; thence N86°37'09"E along said right of way line for a distance of 219.47 feet to the Point of Beginning.

was sold to Trustmark National Bank, successor by merger to Bay Bank & Trust Co.,

$ 100.50

whose address is 509 Harrison Avenue, Panama City, Florida 32401.

WITNESS my hand and seal of the Court on the 20 day of April, 2012.

Clerk of the Circuit Court

BY: _____

Deputy Clerk

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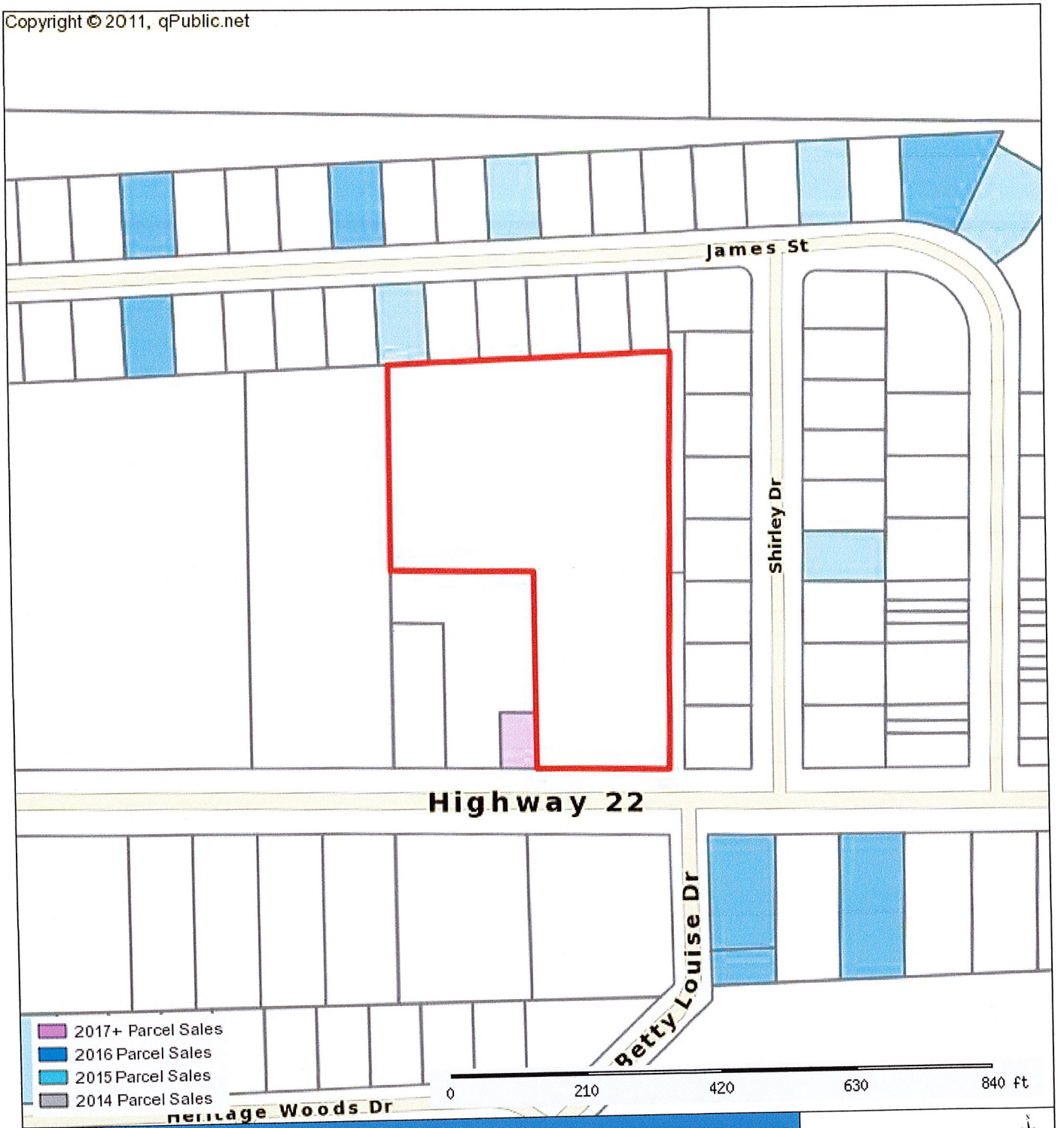
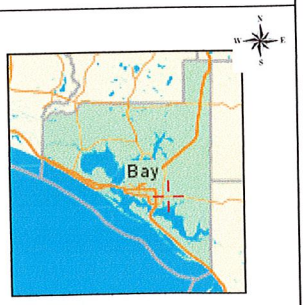


Bay County Appraiser

Parcel: 06622-000-000 Acres: 4.5

Name:	TRUSTMARK NATIONAL BANK	Land Value:	104,156
Site:	8307 HWY 22	Building Value:	6,349
Sale:	$0 on 04-2012 Reason=N Qual=U	Misc Value:	800
Mail:	509 HARRISON AVE PANAMA CITY, FL 32401	Just Value:	111,305
		Assessed Value	111,305
		Exempt Value	0
		Taxable Value	111,305



Bay County makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll.

Date printed: 05/17/17 : 15:27:42

Bay County Property Appraiser

Dan Sowell, CFA
860 W. 11th Street, Panama City, Florida 32401
(850) 248-8401 Phone | (850) 248-8449 Fax

Owner and Parcel Information

Owner Name	TRUSTMARK NATIONAL BANK	Today's Date	May 17, 2017
Mailing Address	509 HARRISON AVE	Parcel Number	06622-000-000
	PANAMA CITY, FL 32401	Tax District	Fire County Mosquito (District 55)
Location Address	8307 HWY 22	2016 Final Millage Rates	12.7416
Property Usage	SINGLE FAM (000100)	Acreage	4.5
Section Township Range	9-4S-13W	Homestead	N

Show Parcel Maps | Generate Owner List By Radius | Comparative Market Analysis | Card View Print | Show Assessment Notice

Value Information

	2016 Certified Values	2017 Working Values
Building Value	$6,349	$6,349
Extra Feature Value	$801	$800
Land Value	$104,156	$104,156
Land Agricultural Value	$0	$0
Agricultural (Market) Value	$0	$0
Just (Market) Value*	$111,306	$111,305
Assessed Value	$111,306	$111,305
Exempt Value	$0	$0
Taxable Value	$111,306	$111,305
Maximum Save Our Homes Portability	$0	$0
AGL Amount		

"Just (Market) Value" description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.

Tax Collector Information

Legal Information

9 4S 13W 10A -4- 146C BEG SE COR OF SE1/4 OF NW1/4 TH RUN N 335.42' FOR POB TH CONT N 625.33' TH S83 DEG W 440' TH S 302.71' N86 DEG E 220' TH S 300' TO THE NORTH R/W OF HWY 22 TH N86 DEG E 219.47' TO POBORB 3403 P 350

The legal description shown here may be condensed for assessment purposes. Exact description should be obtained from the recorded deed.

Building Information

Type	Total Area	Heated Area	Exterior Wall	Roof Cover	Interior Wall	Flooring
SFR AVERG	520	520	MINIMUM	MINIMUM	DRYWALL	PINE WOOD
Heating Type	**A/C Type**	**Baths**	**Bedrooms**	**Stories**	**Actual Year Built**	**Effective Year Built**
CONVECTION	NONE	1	3	1	1935	1935

Show Building Sketch

Extra Features Data

Description	Number of Items	Unit Length x Width x Height	Units	Effective Year Built
BLDG SALVAGE	1	0 x 0 x 0	1 UT	2016

Land Information

LAND USE	NUMBER OF UNITS	UNIT TYPE	Frontage	Depth
SFR RURAL	203	FF	203	620
SFR RURAL	218	FF	218	322

Sale Information

Multi-Parcel Sale	Sale Date	Sale Price	Instrument	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
No	04-20-2012		CERT OF TITLE	3403	350	Unqualified	Improved	CLERK OF COURT (TRUE)	TRUSTMARK NATIONAL BANK
No	04-08-2009	$ 100	Quit Claim Deed	3144	2384	Unqualified	Improved	TANYA JACQUELINE STRICKLAND	TRUE CUT BUILDER'S, INC.
No	09-09-2005	$ 460,000	Warranty Deed	2711	1562	Qualified	Improved	MC NIEL, A. W.	TRUE CUT BUILDER'S, INC.
No	09-09-2005	$ 100	Warranty Deed	2711	1560	Unqualified	Improved	LILLIAN E BAZZELL,CHARLIE M MC NEIL	A.W. MCNEIL
No	09-21-2004	$ 100	Quit Claim Deed	2510	1932	Unqualified	Improved	A W MC NIEL GRANTOR RES LIFE ESTATE	LILLIAN E BAZZELL,CHARLIE M MC NEIL,TANYA J

The Bay County Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The Property Appraiser's office does not assign addresses nor is it responsible for the accuracy of addresses on this site. Click here for a list of addressing contacts for the various jurisdictions in Bay County for address verifications. The Senior Exemption Does Not Apply to All Taxing Authorities. Just (Market) Value is established by the Property Appraiser for ad valorem tax purposes. It does not represent anticipated selling price. Working values are subject to change. For more detailed land and building information, please click on Card View Print. Information on this site should not be relied upon for insurance related matters. Current year assessments are as of January 1st and are based on previous year sales activity. Website Updated: May 14, 2017

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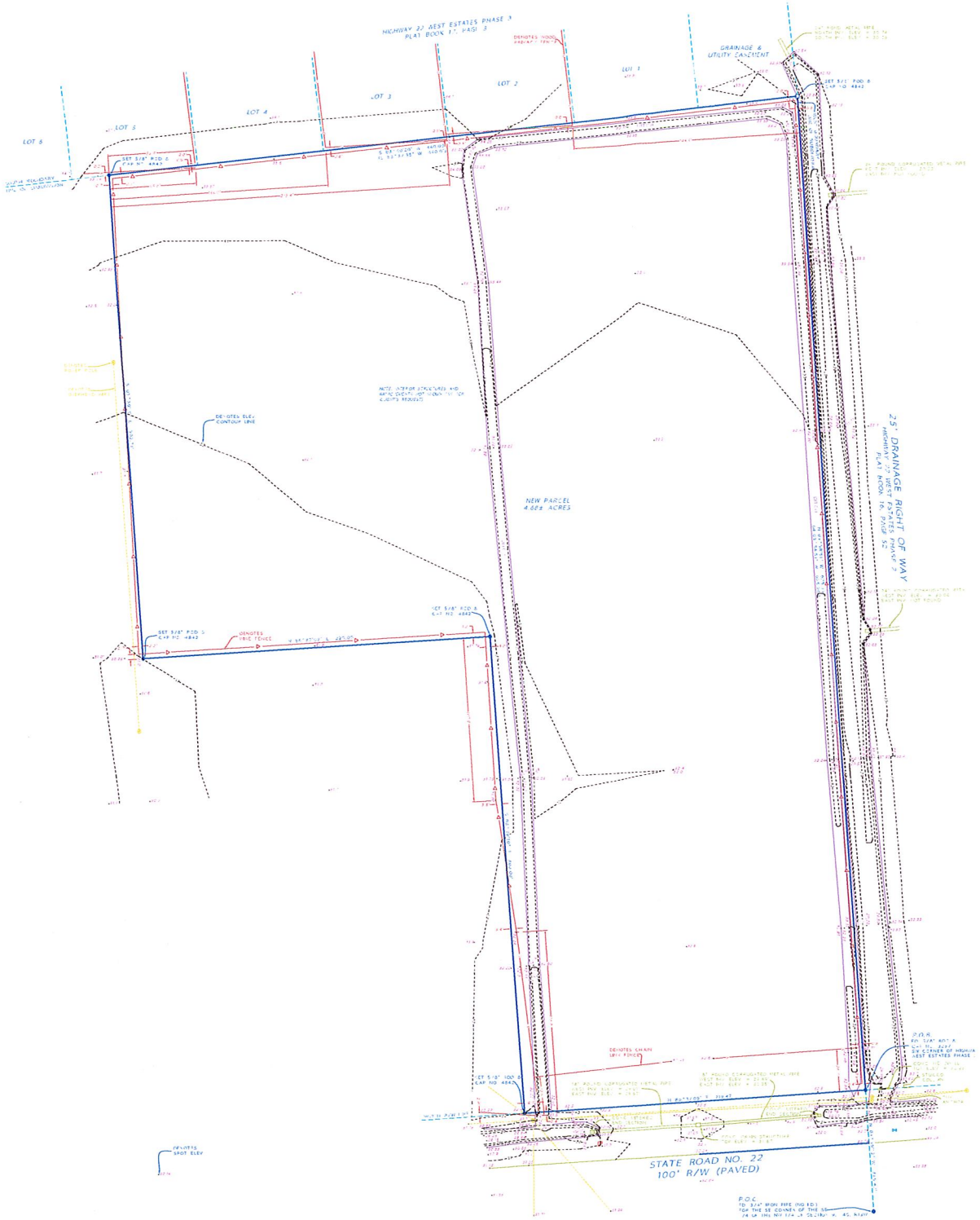


SURVEYOR'S NOTES

1) THE CERTIFICATE FOR TITLE HAS NOT BEEN FURNISHED & CURRENT TITLE OWNERSHIP HAS NOT BEEN VERIFIED. REFLECTING THE TITLE OF RECORDS TO THE SUBJECT PROPERTY IT IS ASSUMED THAT THE LEGAL OF RECORD WITHOUT RECORDED DEED EASEMENTS OR OTHER INSTRUMENTS THAT COULD AFFECT THE BOUNDARIES.

2) ALL FOUND MONUMENTS NOT FOUND IN CONDITIONS WHERE FOUND TO BE OFFSET THAN THOSE SHOWN HEREON SHOULD HAVE PRIority OVER SCALED DIMENSIONS.

3) THIS DRAWING IS THE GENERAL ENVIRONMENTAL ASSESSMENT AGENCY FLOOD INSURANCE RATE MAP THAT THE LANDS DEPICTED HEREON IS LOCATED IN ZONE "X" NOT IN A SPECIAL FLOOD HAZARD AREA, ACCORDING TO COMMUNITY PANEL NO. 120129-0215 EFFECTIVE DATE OCTOBER 16, 2012.

4) THE CONTAMINATION SITE DATA WAS NOT SHOWN AS TO THE EXISTENCE OF SUBSURFACE STRUCTURES SUCH AS UNDERGROUND UTILITIES, FOOTINGS, ETC. OTHER THAN THE SURFACE EVIDENCE OF SAME SHOWN HEREON.

STREET ADDRESS HIGHWAY 22

LEGEND

SYMBOLS AND ABBREVIATIONS

P.O.C.	POINT OF COMMENCEMENT	CON	CONCRETE
P.O.B.	POINT OF BEGINNING	CONC	CONCRETE
⊥	TOP OF BANK	S.O.F.	SLOPE OF WALL
⊥	HEDGE	TYP	TYPICAL
⊥	MARSH	R/W	RIGHT OF WAY
⊥	EAST	R	ROW ROD
⊥	SOUTH	CR	CONTROL POINT
⊥	WEST	ELEV	ELEVATION
⊥	BEARER	ELEV	ELEVATION
⊥	WATER'S EDGE	R/W	RIGHT OF WAY
⊥	RECORD OF PLATS	FLD	FIELD
TO	FOUND	℄	CENTERLINE
⊥	DEFINED BUILDINGS		
P.C.	POINT OF CURVATURE		
P.T.	POINT OF TANGENCY		
P.I.	POINT OF INTERSECTION		
	NOT DRAWN TO SCALE		
	UNLESS		
	NOTED		

MAP OF SURVEY

DESCRIPTION

UNLAWFUL:

Commence at an iron pipe marking the southeast corner of the southeast quarter of the northwest quarter of Section 8, Township 1 South, Range 17 East, Bay County, Florida, thence N00°18'01"E, a distance of 1331.42 feet to the southeast corner of Highway 22 West Estates, Phase 2, as per plat recorded in Plat Book 16, page 52, on file with the Clerk of the Circuit Court of Bay County, Florida and being on the N.L.R. of Highway 22 (100' Total R/W, 50' Half R/W) and being the POINT OF BEGINNING; thence N00°18'01"E, along the East Southern line of said Highway 22 West Estates, Phase 2 for a distance of 1,142.84 feet to the point of intersection of said Highway 22 West Estates, Phase 2 and the northerly R/W line of Highway 22 (100' Total R/W, 50' Half R/W); thence S 89°41'59"E, along said South Southerly R/W line, for a distance of 1,000.00 feet; thence S00°18'01"W, a distance of 1,000.00 feet; thence N 89°41'59"W, a distance of 1,000.00 feet; thence S00°18'01"W, a distance of 142.84 feet; thence N 89°41'59"W, a distance of 1,000.00 feet, thence N00°18'01"E, a distance of 142.84 feet to the point of beginning.

The hereinabove Certification is not a quality opinion of title, nor is it a guarantee of ownership. Title was reviewed by Bay Bank & Trust Company. Title was reviewed by Bay County Tax Collector.

DRAGON & COOPER SURVEYING, INC	
P.O. BOX 13457	
1321 CHERRY STREET	PANAMA CITY, FL. 32401 (850) 763-7997
I HEREBY CERTIFY THE SURVEY SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.	
TYPE OF SURVEY: ALTA/ACSM & TOPOGRAPHICAL SCALE: AS SHOWN	
SURVEYED: 09-06-13 IMPROVEMENTS: LABELED AS SHOWN	
SOURCE OF INFORMATION: DESCRIPTION FURNISHED BY: SCHMITT & ASSOCIATES	
PLAT OF HIGHWAY 22 WEST ESTATES PHASE 3	
BEARINGS REFERENCE: LINE OF N.L.R. (EAST) OF HIGHWAY 22 WEST ESTATES PHASE 3	
ELEVATION REFERENCE: N/A (STATE ROAD RIGHT OF WAY CONTOURED)	
ALL MONUMENTS FOUND UNLESS NOTED	
F.B. 119 PAGE 31 DRAWN BY: JDL CHECKED BY: RC FILE No. 82-7531	

SHEET OF DRAWING REQUIRES LICENSED SURVEYOR & MAPPER TO BE VALID

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE & ORIGINAL RAISED SEAL OF A LICENSED FLORIDA SURVEYOR & MAPPER

DEVELOPMENT SERVICES RECEIPT

Printed: May 18, 2017

PROJECT NO: **PZ17-070**

TAX ID: 06622-000-000
8307 HWY 22
PANAMA CITY, FL 32404

Receipt Number: PZ821

RESIDENTIAL S/D

Fee Description	Account Number	Fee Amount
REZONING		
ZONE CHANGE	001-3429015	$1,450.00

Total Fees Paid: **$1,450.00**
Date Paid: Thursday, May 18, 2017
Paid By: Lisa Felix
Pay Method: CHECK 2514
Received By: PAMELA STANLEY

LAND DEVELOPMENT

ORDINANCE NO.___

AN ORDINANCE AMENDING ORDINANCE NO. 04-29 ENTITLED "THE BAY COUNTY OFFICIAL ZONING DISTRICT MAP", AS AMENDED; PROVIDING FOR AUTHORITY AND PURPOSE; PROVIDING A SHORT TITLE; PROVIDING FOR CHANGES TO THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Bay County, Florida (the "Board"), approved Ordinance No. 04-29 (the "Bay County Official Zoning District Map") on September 21, 2004;

WHEREAS, the Board has approved other ordinances amending the Bay County Official Zoning District Map (Zoning District Map);

WHEREAS, Scott Harbolt (the "applicant") submitted an application to change the zoning designation of the land described in Exhibit 1 on the Zoning District Map (the "rezoning");

WHEREAS, pursuant to Section 307 of the Bay County Land Development Regulations Staff conducted a technical analysis of the application for rezoning resulting in findings and recommendations;

WHEREAS, pursuant to Section 307 of the Bay County Land Development Regulations and Section 163.3174, F.S. the Planning Commission conducted a public hearing on June 15, 2017, to hear and consider comments from the staff, the applicant, and the public on the rezoning;

WHEREAS, pursuant to Section 307 of the Bay County Land Development Regulations and Section 125.66, F.S. the Board conducted a quasi-judicial public hearing on July 18, 2017, to hear and consider the recommendations of the Planning Commission concerning the rezoning and to hear and consider comments from staff, the applicant, and the public;

WHEREAS, the Board found the proposed rezoning to be generally consistent with the Bay County Comprehensive Plan.

NOW, THEREFORE, be it ordained by the Board of County Commissioners of Bay County:

Section 1. Authority and Purpose. This ordinance is adopted pursuant to the authority granted counties in Chapter 125 and is enacted to provide for the health, safety and welfare of the citizens of Bay County, Florida and to implement the Bay County Comprehensive Plan and Bay County Land Development Regulations pursuant to Chapter 163, Part II, Florida Statutes.

Section 2. Short Title. This ordinance shall be known as "Bay County Rezoning PZ 17-070 to the Bay County Official Zoning District Map".

Section 3. Changes to the Zoning District Map. The Zoning District Map is hereby changed as follows and described in Exhibit 1.

Reference	Action Taken	Location
PZ 17-070	Change 4.5+/- acres from "Single-Family (R-1)" to "Duplex, Triplex and Quadraplex(R-3)" on the Zoning District Map.	See Exhibit 1

Section 4. Severability. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason invalid or unconstitutional by the decision of any court or regulatory body of competent jurisdiction, such decisions shall not effect the validity of the remaining portions hereof. The Board hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause and phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared illegal,

invalid, or unconstitutional, and all ordinances and parts or ordinances in conflict with the provision of this ordinance are hereby repealed.

Section 5. Effective date. This Ordinance shall become effective as provided by law.

PASSED AND ADOPTED this 18th day of July, 2017.

BOARD OF COUNTY COMMISSIONERS
OF BAY COUNTY FLORIDA

_____
William T. Dozier, Chairman

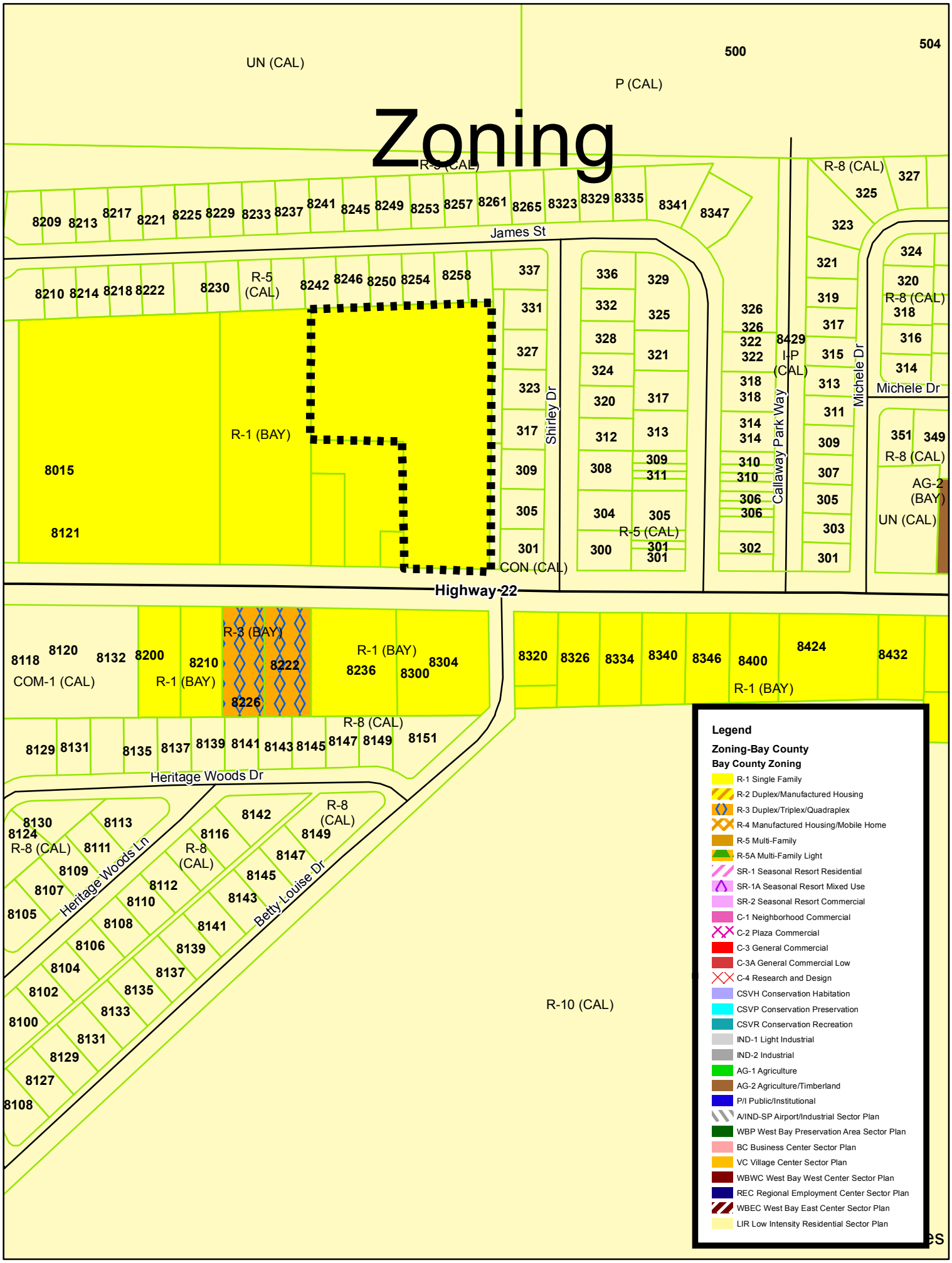
ATTEST:

_____
Clerk

Approved as to correctness of form:

_____
Office of the County Attorney

cc: Bay County Property Appraiser


Zoning
UN (CAL)
P (CAL)
500
504
R-5 (CAL)
R-8 (CAL)
James St
R-5 (CAL)
R-1 (BAY)
8015
8121
CON (CAL)
Shirley Dr
Callaway Park Way
I-P (CAL)
Michele Dr
AG-2 (BAY)
UN (CAL)
Highway 22
R-3 (BAY)
R-1 (BAY)
COM-1 (CAL)
R-8 (CAL)
Heritage Woods Dr
Heritage Woods Ln
Betty Louise Dr
R-10 (CAL)
Legend
Zoning-Bay County
Bay County Zoning
R-1 Single Family
R-2 Duplex/Manufactured Housing
R-3 Duplex/Triplex/Quadraplex
R-4 Manufactured Housing/Mobile Home
R-5 Multi-Family
R-5A Multi-Family Light
SR-1 Seasonal Resort Residential
SR-1A Seasonal Resort Mixed Use
SR-2 Seasonal Resort Commercial
C-1 Neighborhood Commercial
C-2 Plaza Commercial
C-3 General Commercial
C-3A General Commercial Low
C-4 Research and Design
CSVH Conservation Habitation
CSVP Conservation Preservation
CSVR Conservation Recreation
IND-1 Light Industrial
IND-2 Industrial
AG-1 Agriculture
AG-2 Agriculture/Timberland
P/I Public/Institutional
A/IND-SP Airport/Industrial Sector Plan
WBP West Bay Preservation Area Sector Plan
BC Business Center Sector Plan
VC Village Center Sector Plan
WBWC West Bay West Center Sector Plan
REC Regional Employment Center Sector Plan
WBEC West Bay East Center Sector Plan
LIR Low Intensity Residential Sector Plan

Patricia Vining
8258 James St
Panama City, FL 32404

RECEIVED
JUN 12 2017
BAY COUNTY
PLANNING AND ZONING

Community Development
Planning + Zoning Division
840 West 11th Street
P.C., Fl 32401

Dear Sir.
I have received your letter for Public Hearing (PZ17-070) to consider rezoning 4.5 acres at 8307 Hwy 22 (District IV) from single (R1) Family zone to (R-3) Apartments.
This property, 4.5 acres is ajoining my backyard property. This is a quiet neighborhood of single homes.
Apartments will bring in a lot of people and activities, also there tends to be less pride in keeping them neat in appearance. We pride in keeping our single homes and properties maintained neat.
Please leave our zone to Single Homes (R1) not apartments (R-3)
We like our quiet + neat neighborhood.
I vote No Rezoning from Single Family Homes

Thank you
Patricia Vining

P.S.
apartments will also look down on our back yards.

Bay County Board of County Commissioners
Agenda Item Summary

PZ 17-075 Small Scale Amendment - Azalea Avenue, Panama City Beach Area

DEPARTMENT MAKING REQUEST/NAME:
Community Development - Ian Crelling, Planning Manager

MEETING DATE: 7/18/2017

REQUESTED MOTION/ACTION:
Board to conduct a public hearing to consider a proposal of a Small-Scale Amendment to the Bay County Comprehensive Plan, Future Land Use Map, Application No. PZ 17-075. Located on Azalea Avenue, approximately 150 feet west of Thomas Drive, in the unincorporated Panama City Beach area. **(District V)**

AGENDA
Community Development - Public Hearing

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

BACKGROUND:
On June 15, 2017, the Bay County Planning Commission conducted a public hearing to consider a request from applicant Leonel Welch to change the Future Land Use Map designation of a 0.2 acre parcel from Residential to General Commercial **(Exhibit 1)**. The subject property is located on the south side of Azalea Avenue, approximately 150 feet from Thomas Drive, in the unincorporated Panama City Beach area. At the conclusion of the public hearing, the Planning Commission voted 4-0 (with Commission Chairman Haiman absent) to find the proposed land use change consistent with the Bay County Comprehensive Plan.

The subject property is surrounded on three sides by General Commercial land use designations. The current uses of these properties reflect these land use designations. The applicant also owns the medical office building located to the east adjacent to the subject property.

The designation criteria for General Commercial is stated in the Comprehensive Plan as “existing businesses, new commercial uses must be located outside residential areas unless planned as part of the residential, mixed use, or planned unit development area, located in areas that are used primarily for commercial purposes." The subject property meets all elements of these criteria.

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

Staff agrees with the Planning Commission and recommends the Board conduct a public hearing, approve the proposed amendment, and adopt the attached ordinance **(Exhibit 2)**.

ATTACHMENTS:

Description	Type
Application - Exhibit 1	Exhibit
EXHIBIT 2 - Ordinance	Exhibit
Future Land Use Map w/ Legend	Exhibit
Public Comments	Exhibit

BAY COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING AND ZONING DIVISION
840 W. 11th Street, Room 2350 - Panama City FL 32401
Phone: 850-248-8250 - Fax: 850-248-8267
E-mail: planning@baycountyfl.gov

Agenda Date: June 15, 2017
Application No.: PZ 17-075 Small-Scale Amendment

Applicant: Raymond Greer
Owner: Leonel Welch
Appraiser's Parcel Number: 31051-000-000

Project Description: The applicant is requesting an approval of a Small Scale Amendment to the Comprehensive Plan Future Land Use Map to change the land use designation of a 0.2 acre parcel from Residential to General Commercial.

Project Location: The property is located on the south side of Azalea Avenue, approximately 150 feet west of Thomas Drive, in the unincorporated area of Panama City Beach.

Parcel Information

Parcel Size:	0.2+/- acres
Land Use Designation:	Residential
Zoning:	"R-3" Duplex, Triplex and Quadraplex
Existing Land Use:	Vacant Residential
Surrounding Land Uses:	North: Restaurant (under construction); East: Medical Office; South: Hotel/Motel; West: Residential Triplex
Project Site Access:	Azalea Avenue
Service Area:	Urban and Beaches Special Treatment Zone

Analysis & Discussion

The applicant is proposing to change the land use designation of a 0.2 acre parcel from Residential to General Commercial. As provided for by Section 308 of the Bay County Land Development Regulations, this application is accompanied by a request to change the zoning of the property from "R-3" to the "C-3A" General Commercial Low zone district (Application No. PZ17-075).

The General Commercial land use designation and accompanying "C-3A" zone district allows for neighborhood commercial, commerce parks, recreation, conservation, public/institutional, educational facilities, public utilities, retail trade, general office and similar uses.

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

The subject property is surrounded on three sides by general commercial land use designations. The current uses of these properties reflect these land use designations. The applicant also owns the medical office located to the east adjacent to the subject property.

The designation criteria for General Commercial is stated in the Comprehensive Plan as "existing businesses, new commercial uses must be located outside residential areas unless planned as part of the residential , mixed use, or planned unit development area, located in areas that are used primarily for commercial purposes". The subject property meets all elements of these criteria.

Staff Recommendation

It is therefore, recommended, that the Commission:

1. Find the proposed Small Scale Amendment to the Bay County Future Land Use Map, Application No. PZ 17-075, consistent with the Comprehensive Plan, and
2. Forward a recommendation to the Board of County Commissioners to approve the proposed land use change from Residential to General Commercial.

RECEIVED
MAY 24 2017
BAY COUNTY
PLANNING AND ZONING

BAY COUNTY COMPREHENSIVE PLAN MAP AMENDMENT APPLICATION

Prepared For:

Leonel Welch
4247 Creek Road
Vernon, FL 32462

May 2017

CONTACT INFORMATION

Raymond W. Greer, AICP
Project Manager
2910 Kerry Forest Parkway
Suite D-4 126
Tallahassee, Florida 32309
Phone: 850.545.6503

Table of Contents

I. General Information

II. Type of Request
- A. Map Amendment

III. Description of Property / Adjacent Uses

IV. Natural Resources / Features of Subject Property
- A. Site Description
- B. Soils
- C. Floodplains
- D. Wetlands
- E. Listed Wildlife Species
- F. Historic and Cultural Resources

V. Public Facilities and Services
- A. Potable Water
- B. Sanitary Sewer
- C. Transportation
- D. Stormwater
- E. Solid Waste

VI. Consistency Analysis

VII. Figures
- Location Map
- Adopted Future Land Use Map
- Proposed Future Land Use Map
- Adopted Zoning Map
- Proposed Zoning Map
- Soil Classifications Map
- Floodplains
- Wetlands

Tables

Table 1 Existing and Proposed Future Land Use Classifications

Table 2 Subject Site and Adjacent Property Land Uses

Table 3 Soil Types

Table 5 Existing and Proposed Development Scenario

Table 6 Existing and Proposed Development Realistic Scenario

Table 7 Potable Water Capacity Analysis

Table 8 Sanitary Sewer Capacity Analysis

I. General Information

The application package contains a proposed amendment to Bay County Comprehensive Plan Future Land Use Map. The amendment proposes to change a total of 0.207 acres from the Residential land use category to General Commercial land use category on the Bay County Future Land Use Map.

The amendment area is located just off of Thomas Drive on Azalea Street. It is located west of 2601 Thomas Drive. The property falls in the Beaches Area Special Treatment Zone and the Coastal Planning Area. The Location Maps are included in Section VII..

The property is adjacent to similar sized properties to the north and south that also have a Future Land Use of General Commercial. The property directly to north currently has a Future Land Use of General Commercial with a new restaurant opening soon. The general area on Thomas Drive is filled with residential and general commercial activities.

The Bay County Land Development Regulations require buffering and landscaping between all residential and commercial uses. Any new commercial development would be required to provide a 25 foot buffer (Landscaping Standard D) between the two uses.

II. Type of Request

A. Map Amendment

The request is for an amendment to Bay County's Future Land Use Map for a site consisting of approximately .20 acres. The site currently consists of a Residential land use designation. This request is to redesignate the site as General Commercial. The Existing Future Land Use Map and the Proposed Future Land Use Map are included in Section VII.. Table 1 identifies the total acreage and the existing and proposed land uses for the amendment area.

Table 1: Existing and Proposed Future Land Use Classifications

Future Land Use Categories within the Proposed Amendment Area	Acres		
	Existing	Proposed	Change
Residential	.20	0	-.20
General Commercial	0	.20	0
Total	**.20**	**.20**	**.20**

III. Description of Property / Adjacent Uses

The subject site is approximately .20 acres consisting of a Residential land use on the Bay County Future Land Use Map. The zoning designation on the site is R-3 Duplex, Triplex, and Quadraplex Uses.

The subject property is currently vacant. The surrounding area is developed with several commercial businesses, duplexes, and triplexes. There are no wetlands located on the property. The surrounding property consists of similar land use designations: general commercial and residential. These land uses are shown on the Adopted Future Land Use Map in Section VII and Table 2, below.

Table 2: Subject Site and Adjacent Property Land Uses

	Future Land Use Designations	Zoning Districts
Subject Property	Residential	R-1
North	General Commercial	C-3
South	Residential and General Commercial	R-3 and C-3
East	General Commercial	C-3
West	Residential	R-3

Source: Bay County GIS Department (June 2017)

IV. Natural Resources / Features of Subject Property

A. Site Description

The amendment area is located just off of Thomas Drive on Azalea Street. It is located west of 2601 Thomas Drive. The property falls in the Beaches Area Special Treatment Zone and the Coastal Planning Area. The Location Maps are included in Section VII. Access to the subject property is from Azalea Avenue. The project site terrain is relatively flat at 12-13 for the entire property.

B. Soils

The subject property has one soil type on the property as identified on the Soils Classification Map in Section and Table 4. A description of the soil type is listed below.

Table 3: Soil Types

Soil Map Unit Symbol	Soil Unit Composite Name	Acres
13	Leon Sand	0.15

Source: Bay County GIS Department (June 2017)

Leon Sand Soils – Leon is a sandy soil. It consists of moderately permeable soils that formed in thick beds of sandy material. Slopes range from 0-2 percent.

C. Floodplains

All of the proposed amendment area is outside of the 0.2% chance annual flood. For additional information regarding flood zone locations occurring on the subject site, please reference the FEMA Flood Zones Map in Section VII.

D. Wetlands

As demonstrated on the Wetlands Map in Section, there are no wetlands on the proposed amendment site. The wetlands are both freshwater forested/shrub wetlands near the proposed amendment.

E. Listed Wildlife Species

The area may support a variety of wildlife species. These may include Florida pine snakes, gopher tortoises, gopher frogs, Sherman's fox squirrel, and potential habitat for the Florida Black Bear. Policy 6.8.2 of the Bay County Comprehensive Plan addresses state threatened or endangered wildlife habitat. The applicant will perform all habitat analysis at the development stage.

F. Historic and Cultural Resources

The applicant has requested preliminary cultural and archaeological resource information from the Florida Master Site File (FMSF), Division of Historical Resources. The Florida Master Site file doesn't list any previously recorded cultural resources for the amendment area. Refer to Appendix A for the Cultural Resources Correspondence.

V. Public Facilities and Services

The public facilities analysis is based on a maximum development scenario, which evaluates the worst case scenario. Both the existing and proposed land uses were evaluated as if the maximum amount of development allowed by each land use would ultimately be built-out.

Table 5: Existing and Proposed Development Scenario

Scenario	Land Use Designation	Maximum Allowed Density	Size of Development	
			Acres	Maximum Allowed Development
Existing	Residential	15 du / 1 acre	.20	3
Proposed	General Commercial	15 du / 1 acre	.20	3

Source: Bay County Planning and Zoning Department and Property Appraiser

Table 6: Existing and Proposed Development Realistic Scenario

Scenario	Land Use Designation	Maximum Allowed Density	Size of Development	
			Acres	Maximum Allowed Development
Existing	Residential	15 du / 1 acre	.20	3
Proposed	General Commercial	No Residential Development Proposed	.20	0

Source: Bay County Planning and Zoning Department and Property Appraiser

Based on the maximum realistic development proposal shown in the above table, which assumes all of the proposed General Commerical land use, no residential density is proposed.

The following analysis is based upon the availability of, and actual and anticipated demand on, facilities and services serving or proposed to serve the subject property. The analysis evaluates the effect of the demands on the level of service standards adopted within the Bay County

Comprehensive Plan and identifies any anticipated facility improvements. Facilities and services include potable water, sanitary sewer, solid waste, transportation, and school facilities.

A. Potable Water

The central water service provider for the proposed amendment site is the City of Panama City Beach. The City of of Panama City Beach provides potable water service for virtually all land use from Phillips Inlet to the Hathaway Bridge. The system consists of thirteen water wells and two water treatment plants. The city gets its water from the County's water system originating at the Deer Point Lake. The current adopted interlocal agreement between Bay County and the City of Panama City Beach states that 26.39 million gallons a day (mgd) is available to the City in 2010 with increasing amounts each year up to 33.79 mgd in the year 2020. The City of Panama City Beach uses a Level of Service standard is 125 gallons per capita per day average.

At maximum build-out, the proposed land use change, as Table 7 shows, the facility will have adequate capacity to absorb the increase in potable water demand.

Table 7: Potable Water Capacity Analysis

Year	Permitted Capacity (gpd)	Average Demand (gpd)	Project Demand (gpd)	Total Demand (gpd)	Percent Utilized
2010	26,400,000	11,580,000	875	11,580, 875	43.86%
2015	29,860,000	13,090,000	875	13,090, 875	43.84%
2020	33,790,000	14,930,000	875	14,930, 875	44.18%

Source: Panama City Beach Utility Services Department (October 2013)

B. Sanitary Sewer

The central sanitary sewer provider for the proposed development site is the City of Panama City Beach. The City of Panama City Beach sanitary sewer facilities are comprised of three components which perform the basic functions of collection, treatment and disposal of sewage. The City also has a new reclaimed water system that is helping to decrease effluent.

The City of Panama City Beach has adopted a Level of Service (LOS) standard for wastewater of 80 gallons per capita per day.

At maximum build-out, as Table 8 shows, the facility will have adequate capacity to absorb the increase in wastewater demand.

Table 8: Sanitary Sewer Capacity Analysis

Year	Permitted Capacity (gpd)	Average Demand (gpd)	Project Demand (gpd)	Total Demand (gpd)	Percent Utilized
2010	10,000,000	6,000,000	875	6,000,875	60.08%
2015	14,000,000	7,100,000	875	7,100,875	50.72%
2020	18,000,000	8,400,000	875	8,400,875	46.67%

Source: City of Panama City Beach Utility Services Department

C. Transportation

Access to the propose amendment site would be on Azalea Avenue off of Thomas Drive (CR 3031). Currently the LOS Max Volume Level Standard on this segment of Front Beach Road is D or 33.030 Trips per day. Current trips on this segment total 26,153 Trips Per Day operating at current LOS of B. Peak hour Two Way service Volumes are also currently operating at an LOS of B. Concurrency will be evaluated at the development order stage, although the existing transportation network has ample capacity to service the .20 acre site.

D. Stormwater

Bay County has adopted Level of Service (LOS) standards within the Comprehensive Plan that apply to water quantity and water quality for evaluating impacts associated with developments. The LOS standards for water quantity indicate that post-development runoff shall be no greater than predevelopment runoff.

Bay County's LOS standards for water quality are as follows:

> For stormwater discharges into OFW or the Deer Point Lake Protection Zone treatment shall be as specified in s.62-25(g), F.A.C. (OFW standards). For all other stormwater discharges treatment shall be as specified in Ch. 62-25, F.A.C. For areas within designated Ecosystem Management Zones treatment to OFW standards may be required. For

purposes of flood attenuation, all development projects are required to be designed and constructed so as to accommodate the critical 25-year, duration storm event as outlined in the FDOT Drainage Manual. This requirement shall not apply to the construction of single-family, duplex, triplex, or quadraplex dwellings and customary accessory uses.

E. Solid Waste

The subject property in the proposed land use change will send their solid waste to the Steelfield Landfill in northwestern Bay County. The Steelfield Landfill receives household garbage and debris from Bay County along with several surrounding Counties. The landfill is expected to reach capacity in 2035. There is an additional 305 acres of land available for landfill permitting. When this land is permitted, the life expectancy of the landfill will be 91 years (2101).

The County adopted a residential level of service standard for solid waste of 5.5 lbs per person per day. The County has not adopted a level of service for non-residential solid waste uses.

VI. CONSISTENCY ANALYSIS

The proposed FLUM amendment is consistent with the Future Land Use Element and other affected elements of the Bay County Comprehensive Plan. The following is a specific description of how the proposed FLUM amendment is consistent with the significant subject areas of Future Land Uses, Natural Resources, and Public Facilities and Services of the Bay County Comprehensive Plan:

General Commercial

Purpose: **Provide areas for the continuation, expansion, and creation of business enterprise.**

Service

Area: **Urban, Suburban, Rural (Rural Community STZ only).**

Designation

Criteria: **General criteria for the location of commercial land uses include existing businesses, new commercial uses must be located outside residential areas unless planned as part of the residential, mixed use, or planned unit development area, located in areas that are used primarily for commercial purposes.**

Allowable

Uses: **Neighborhood commercial, commerce parks, recreation, conservation, public/institutional, educational facilities (Policy 3.8.1), public utilities, communications towers, mini-storage warehousing, recreational vehicle campgrounds, public facilities, and other similar uses to be described in the Land Development Regulations.**

Density: **Same as for residential category within the Beaches Special Treatment Zone only (see Policy 2.1.5).**

Intensity: **No more than 75% impervious area. No more than 230-feet in height. No more than 2:1 Floor Area Ratio.**

Development

Restrictions: **All new commercial development must be situated and constructed so as to minimize the potential for nuisances to adjacent or nearby residential areas. Fences, buffers, berms or other mitigation measures may be required.**

Development of the proposed amendment area will adhere to the above requirement.

Policy 2.1.3: General criteria for the designation of commercial land uses on the FLUM include:

(1) Existing businesses classified as commercial on the tax roll provided there is minimal potential for public nuisances;

(2) Location outside of primarily residential areas unless part of a planned unit development, mixed use development, or a neighborhood commercial use;

(3) Location in areas that are used primarily for commercial purposes;

(4) Generally fronting upon a paved collector or arterial roadway not designated as an "Access Control Corridor", and;

(5) Minimal impact upon locally significant environmental resources.

Development of the proposed amendment area will adhere to the above requirement.

STORMWATER SUB-ELEMENT

Policy 5E.9.1: Stormwater requirements of the Land Use Code shall dictate that post-development runoff be no greater than predevelopment runoff.

Development of the proposed amendment area will adhere to the above requirement.

Policy 5E.10.1: The following general guidelines and principles will be used as the basis for stormwater management

1. Prohibit the unauthorized obstruction of natural or man-made drainageways.

2. Require sediment control as part of any land clearing or development project, except for bona-fide agricultural activities using approved Best Management Practices (BMP's).

3. **Provide for the dedication or private maintenance of all stormwater facilities, conveyances, or easements.**

4. **Include standards and criteria for impervious surface, lot coverage, and minimum open space areas.**

5. **Require that bridges, culverts, pipes, ditches or other conveyances be designed and constructed to County standards.**

6. **Require evaluation of flooding that may be caused by the development of vacant land adjacent to existing developed areas, including adjacent building lots in subdivisions.**

7. **Require that best available engineering practices be used for the design and construction of stormwater control facilities based on the following level-of-service standards.**

   a. **Water Quality**
      1) **Outstanding Florida Water; Potable Water Supply: For stormwater discharges into OFW or the Deer Point Reservoir Protection Zone treatment shall be as specified in s.62-25.025(g), FAC (OFW standards).**
      2) **Other Discharges: For all other stormwater discharges treatment shall be as specified in Ch. 62-25, FAC.**
      3) **Ecosystem Management Zones: Treatment to OFW standards may be required for areas within designated Ecosystem Management Areas.**

   b. **Flood Attenuation**
      For purposes of flood attenuation all development projects shall be designed and constructed so as to5E.10.1: accommodate the 25-year critical duration storm event as outlined in the FDOT Drainage Manual. This requirement shall not apply to the construction of single-family, duplex, triplex, or quadraplex dwellings and customary accessory uses.

   c. **Operation and Maintenance**
      Stormwater facilities and conveyances owned and operated by the County shall be assigned the following levels-of-service (LOS).
      LOS Operation and Maintenance
      A Routine Maintenance.
      B Routine inspection with specific routine maintenance.
      C Routine inspection with inspection-based O&M.
      D Reaction/complaint based O&M.

E No service.

8. **Prohibit evacuation-intensive facilities (e.g. hospitals, nursing homes, etc.) in "A" and "V" flood zones.**

9. **Require developers to construct stormwater facilities and conveyances at their own expense as part of any new development project.**

10. **Provide exemptions from County stormwater regulations consistent with Ch. 62-25, FAC.**

Development of the proposed amendment area will adhere to the above stormwater management guidelines and principles.

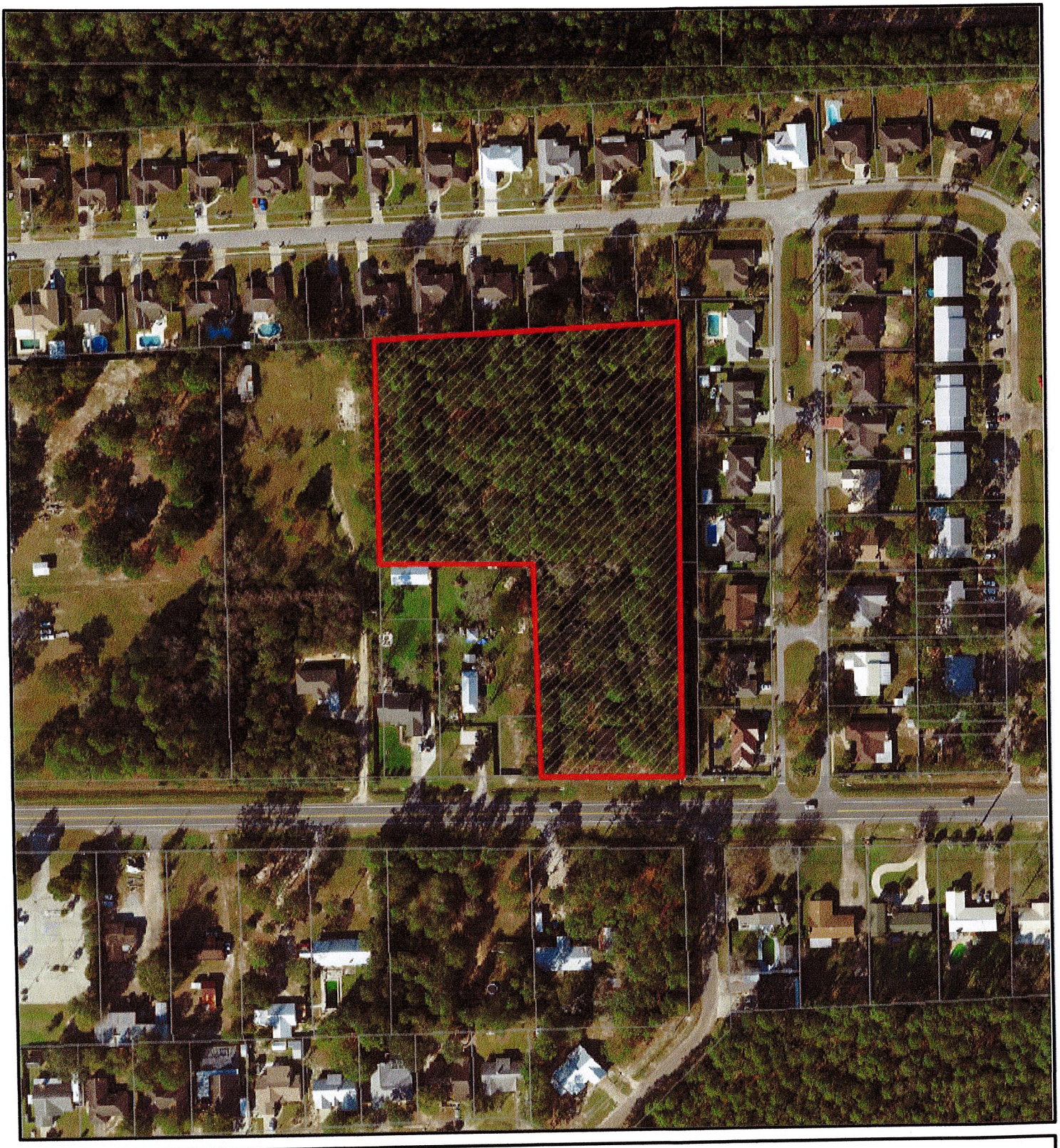
Policy 6.20.1: The County will use the State of Florida Master Site File to identify those areas where cultural/archaeological or historic resources may exist. Developers of property within these areas must either demonstrate that no such resources are present or provide a protection plan which demonstrates how these resources will be protected or preserved.

The proposed amendment area does not contain any significant archeological sites, based on the Master Site File of the Florida Division of Historical Resources.

CAPITAL IMPROVEMENTS ELEMENT

Policy 11.9.1: The concurrency requirements of this element shall apply to roads, sanitary sewer, solid waste, drainage, potable water, and parks and recreation. All applications for development approval shall be reviewed to ensure that level of service standards maintained are maintained and minimum concurrency requirements are met.

A complete public facilities analysis is included in Section VI of this report. Any impacts above the adopted level of service standards will be mitigated for when the property is proposed for development.



Full Circle Development, Inc.

Aerial Map

N
W E
S

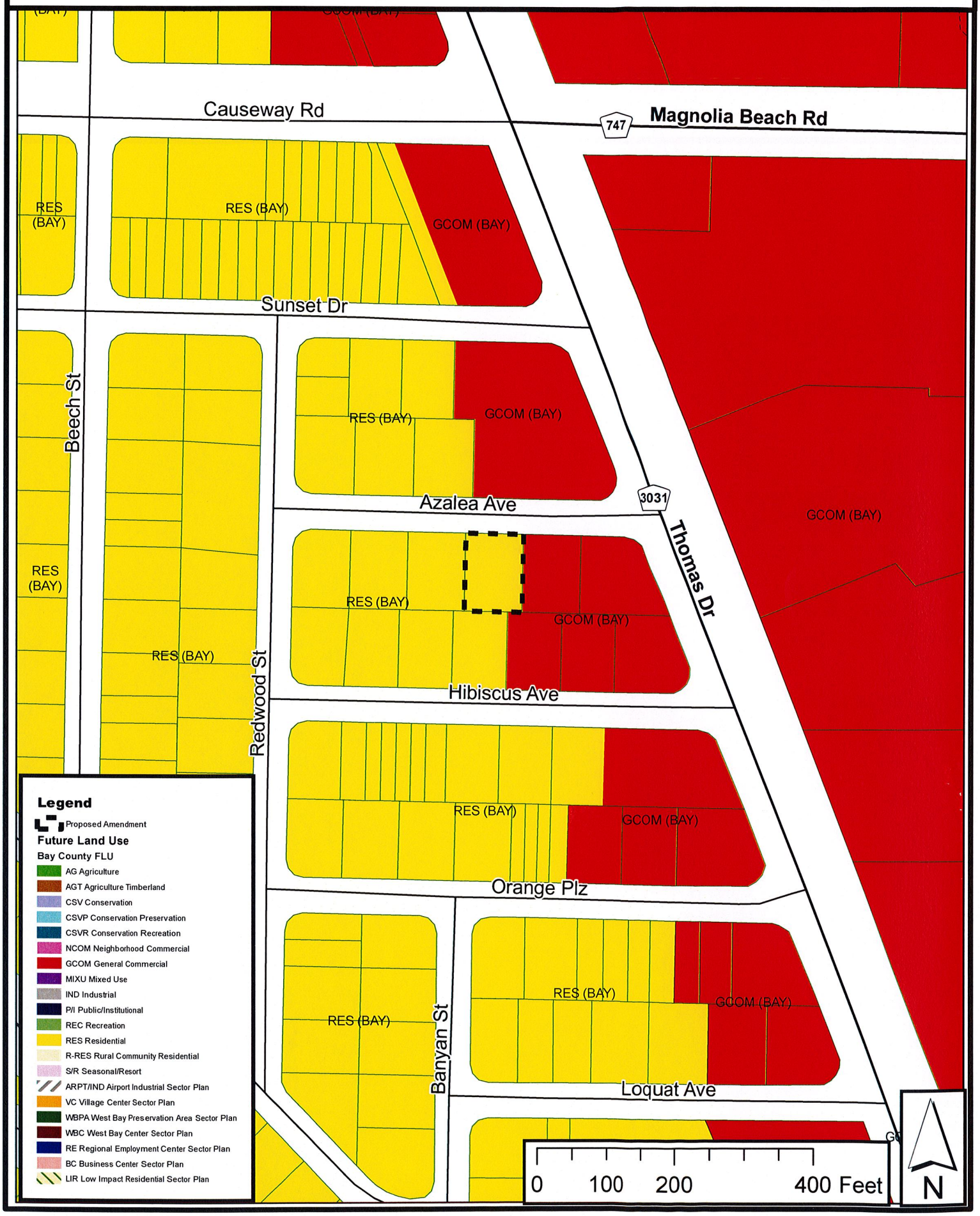
Printed: May 17, 2017

VII. Figures

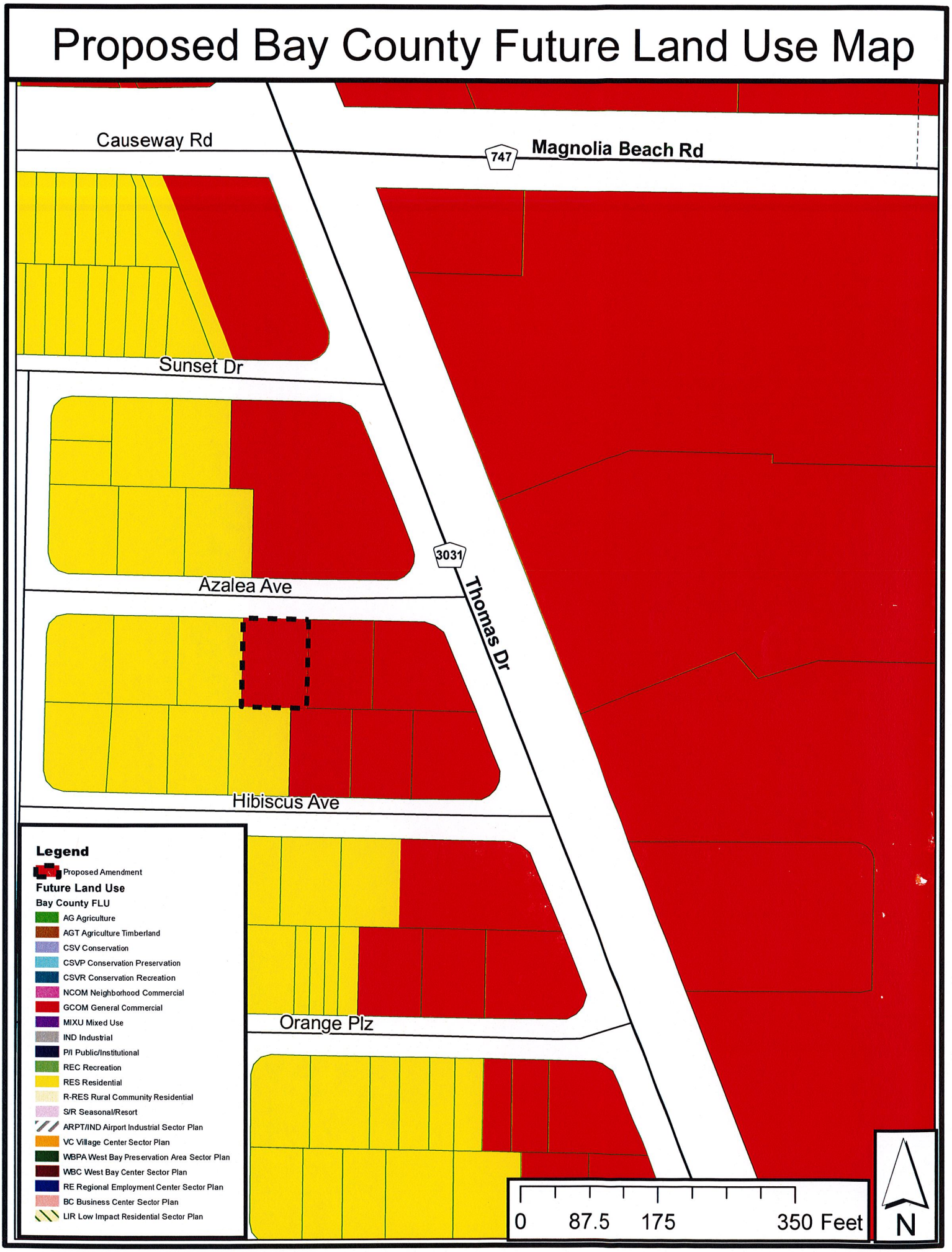
1. Location Map
2. Adopted Future Land Use Map
3. Proposed Future Land Use Map
4. Adopted Zoning Map
5. Soil Classifications
6. Floodplains
7. Wetlands
8. Proposed Zoning Map

General Location Map

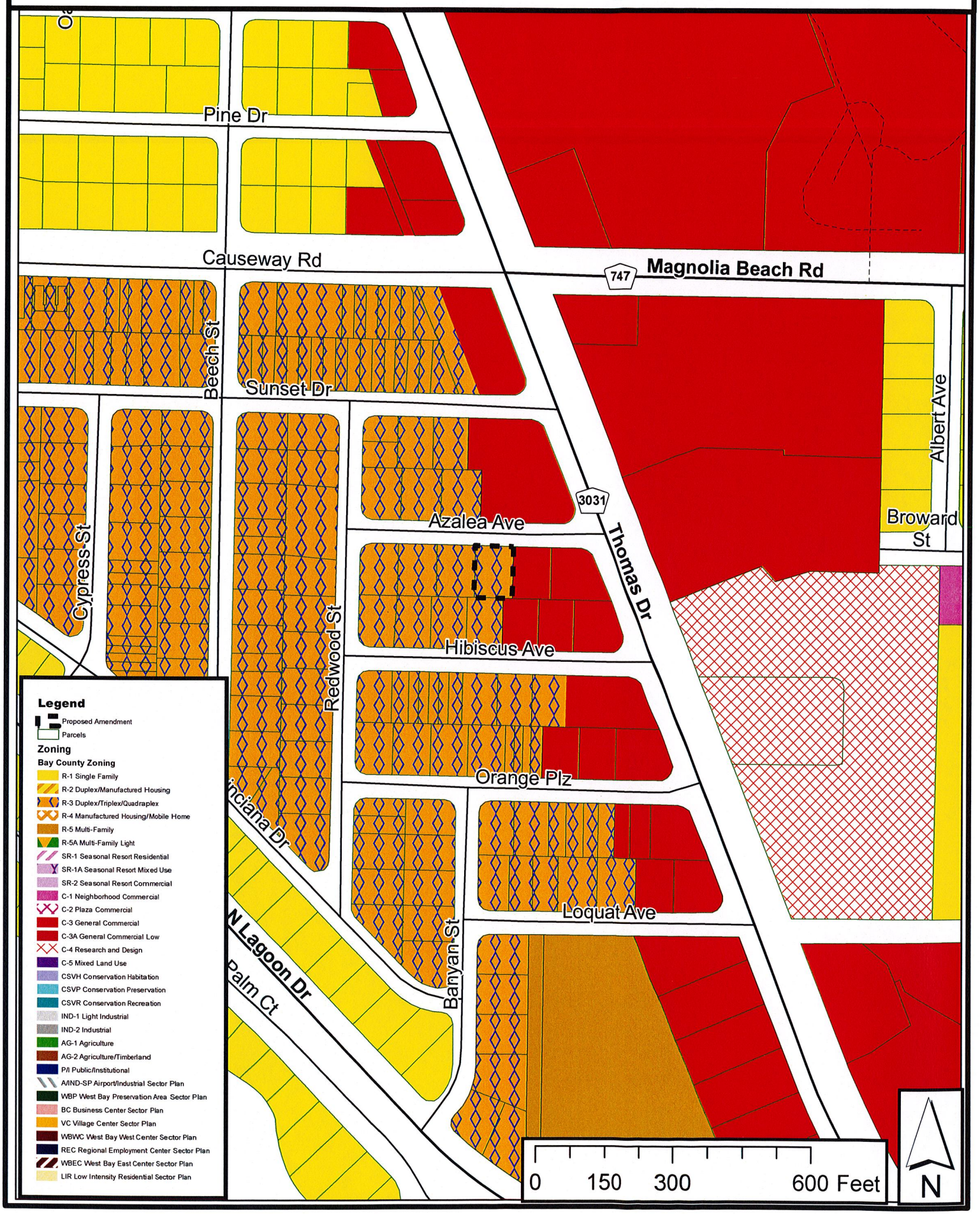
Bay County Future Land Use Map



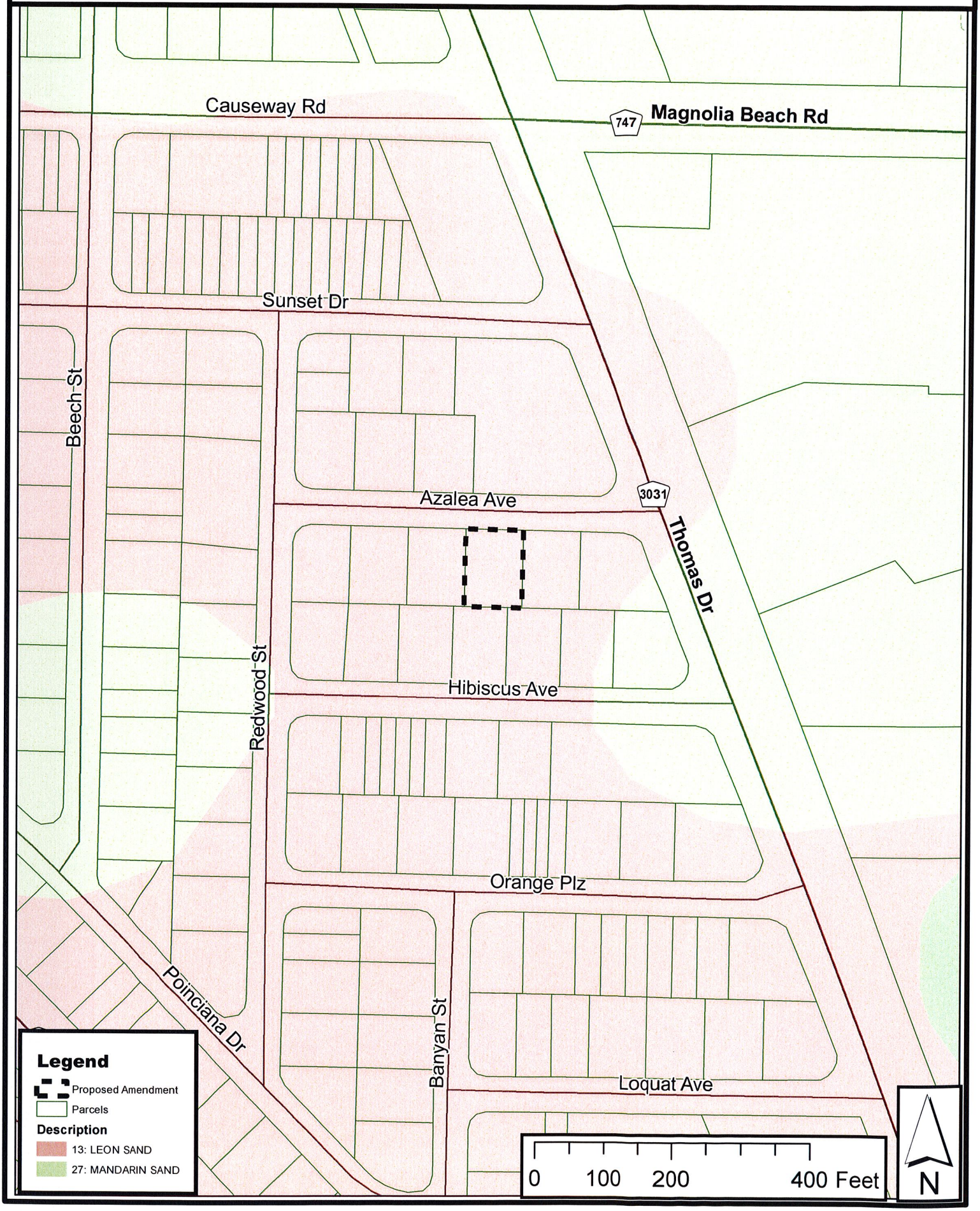
Proposed Bay County Future Land Use Map



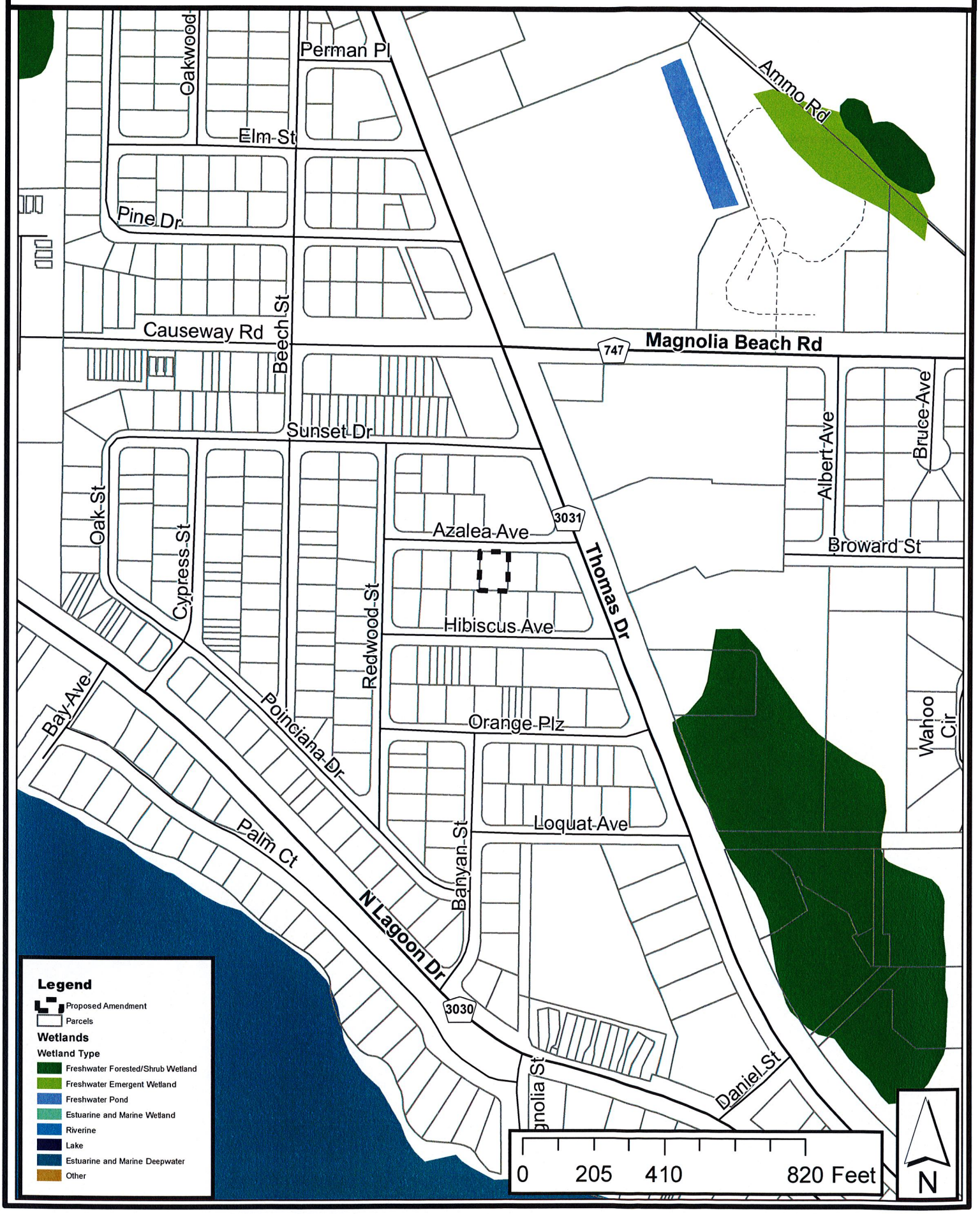
Bay County Zoning Map



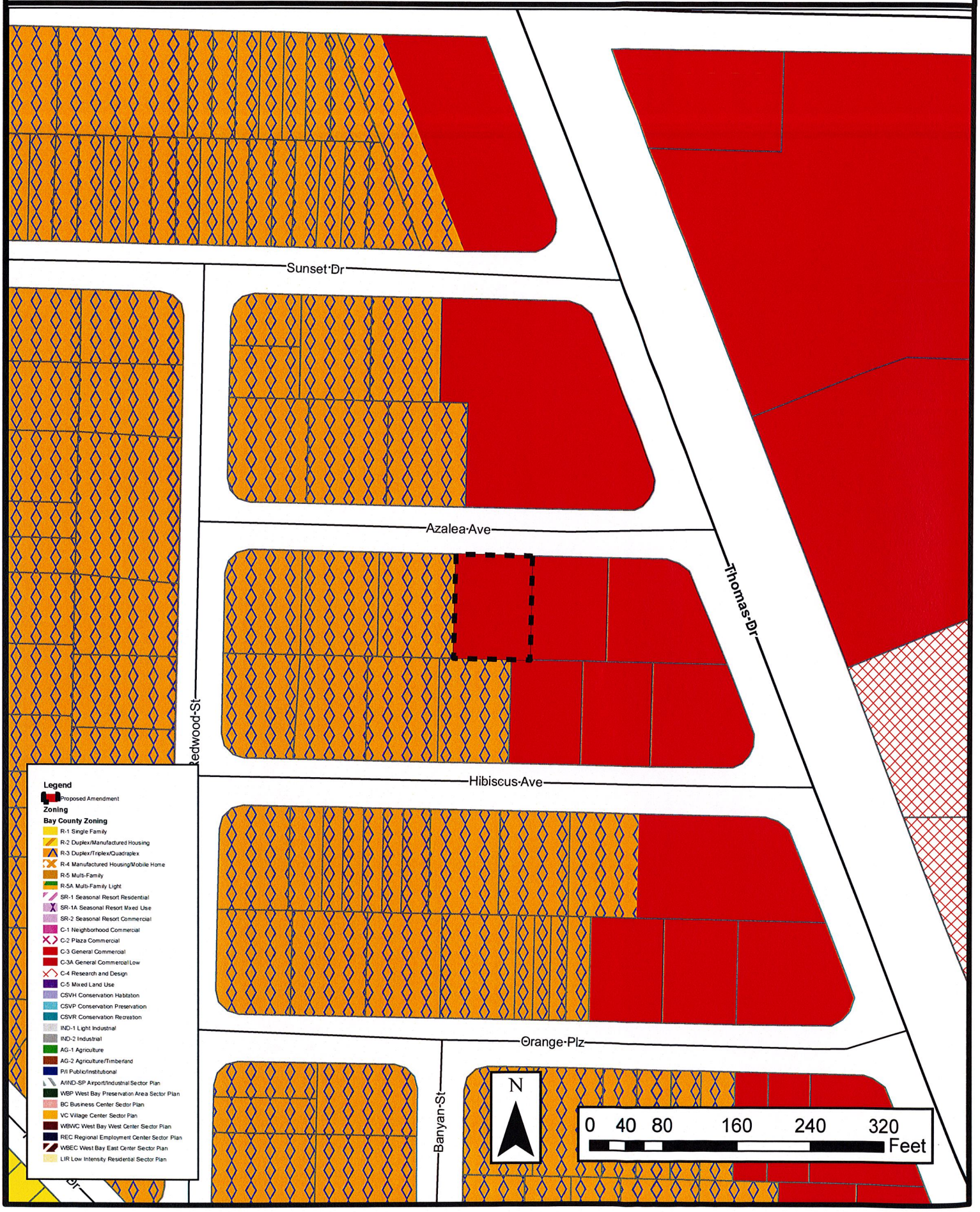
Bay County Soils Map



Bay County Wetlands Map



Proposed Bay County Zoning Map



APPENDIX A

Bay County Application for Comprehensive Plan Amendment

Bay County Application to Amend the Comprehensive Plan Future Land Use Map (FLUM)

A) Applicant Information (Owner or Authorized Agent)

Owners Name:	*Leonel Welch*	**Authorized Agent:**	*Raymond W. Greer, AICP*
Mailing Address:	*4247 Creek Road*	**Mailing Address:**	*2910 Kerry Forest Parkway D-4-126*
	Vernon, FL 32462		*Tallahassee, FL 32312*
Telephone:		**Telephone:**	*(850)-545-6503*
FAX:		**FAX:**	

- *Attach letter from property owner granting authorization if agent is submitting application.*

B) Requested Amendment

Change FROM *Residential* **TO** *General Commercial*
(existing designation) **(proposed designation)**

C) Property Information

Address/Location of Proposed Amendment Site (if available):	*No address. Just west of 2601Thomas Dr.*
Property ID Number	*31051-000-000*
Acreage of Site	*Approximately .20 acres*
Section, Township, Range	*Section 9 4S 15 W*

A legal description must be attached in order for application to be considered complete. Please include survey if available. Provide an 8.5 X 11 copy. (See Exhibit 1)

A copy of signed deed or other instrument documenting legal interest in the property to be amended must be attached for application to be considered complete. Provide an 8.5 X 11 copy. (See Exhibit 2)

Two aerial photographs obtained from the Bay County Property Appraisers Office which identify the subject property and all property within a 500' radius of the subject property must be attached to this amendment application. **Provide an 8.5 X 11 copy. (See Section IX)**

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

D) Review Fee Attached:

1. **Large Scale Amendment (> 10 acres) $2,720: _____ Yes _____No**
2. **Small Scale Amendment (≤10 acres) $1,450: ___X___ Yes _____ No**

A) Site Information

Please provide the following attached to your complete application form.

- **A vicinity map showing the location of the subject property (8 1/2" by 11" sheet).**

  See Section IX

- **A site plan or drawing, drawn to scale deemed acceptable by the Planning Official, which describes or shows the following. If possible, please include all on one map. (8 1/2" by 11" sheet).**

  - **Location in relation to surrounding physical features such as streets, railroads, water bodies, etc. Names of adjacent streets and other physical features must be shown.**
  - **North direction arrow.**
  - **Township, Range, and Section**
  - **Dimensions of the site (length, width, etc.) in linear feet.**
  - **Size of the site in square feet or acres.**
  - **The plan for development. The type of development proposed for the site; the general location of such development on the site, general parking and stormwater requirements, and the size (square feet) of the proposed development.**

  There is no site plan/plan for development related to this Future Land Use Map Amendment. The amendment only proposes to change the future land use designation from Residential to General Commercial; it does not propose development at this time.

  See Section IX for a map showing the location of the subject property in relation to surrounding physical features such as streets, water bodies, etc.

B) Justification and Consistency with the Comprehensive Plan

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

See Section III, Justification for Request, and Section VIII, Consistency Analysis, of the Comprehensive Plan Amendment Application.

C) Proposed Development

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

The proposed amendment does not propose any immediate development of the site.

D) Facility Capacity Analysis

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

1. <u>Water and Sewer Service:</u>

a. Potable Water Service

Provider	Permitted Capacity (gallons per day – gpd)	Current Demand - gpd	Available Capacity – gpd

Current potable water demand of site under existing designation: gpd

Anticipated potable water demand if amendment is approved: gpd

Please reference Section VI. Public Facilities and Services, Part A, in the Comprehensive Plan Amendment, for a detailed Potable Water analysis for the site.

b. Sanitary Sewer Service/Wastewater Treatment

Provider*	Permitted Capacity - gpd	Current Demand - gpd	Available Capacity - gpd

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

Current wastewater demand of site under existing designation: gpd

Anticipated wastewater demand if amendment is approved: gpd

Please reference Section VI. Public Facilities and Services, Part B, in the Comprehensive Plan Amendment, for a detailed Sanitary Sewer analysis for the site.

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

2. <u>Stormwater:</u> Describe how stormwater will be controlled and treated:

Development of the amendment site shall comply with the stormwater quality and quantity protection requirements set forth in the Bay County Comprehensive Plan. The proposed amendment is not associated with a specific development project.

3. <u>Transportation:</u> Use professionally acceptable methodology to determine the impacts of proposed development on transportation infrastructure. A traffic study

shall be required if the proposed development will impact a facility at or near its maximum acceptable level of service, and/or if the proposed development will generate 100 or more trips in the peak hour (Land Development Regulations Section 2008-6, 7). The Traffic Impact Analysis (TIA) must be performed using a traffic micro-simulation model such as Synchro or HCS2000. The Bay County Transportation Planning Organization Congestion Management System must be used to determine whether or not a facility is at or near its maximum capacity for the road segment's AADT. For roads where counts do not exist for AADT, counts must collected by applicant.

ITE Code	Land Use	Units/Sq Footage	Daily Trips	Peak Trips

Road Segment	Existing LOS	Projected LOS	Acceptable LOS

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

_____ Tropical Storm _____ Category 1 Hurricane ___X__ Category 2 Hurricane

_____ Category 3 Hurricane ___X__ Category 4-5 Hurricane _____ N/A

Please reference Section VI. Public Facilities and Services, Part C, in the Comprehensive Plan Amendment, for a detailed Transportation analysis for the site

E) Natural Resources

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

NATURAL RESOURCES	YES	NO
Flood Zones Present:		*X*
Type and Map #	*Flood Zone X*	
Rivers, Creeks, Streams		*X*

Identify:			
Bays, Bayous, Lakes			X
Identify:			
Wetlands:			X
Identify:			
Gulf Beach/Dunes			X
Deer Point Lake Protection Zone			X
Setbacks or Control Lines			X
Attach a list of soil types present and their suitability for dwellings, roads, septic tanks, crops, and pasture (Soil Survey of Bay County, Florida)			

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

Development of the amendment site shall comply with the natural resources protection requirements set forth in the Bay County Comprehensive Plan.

F) Historic/Archaeological Resources

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

The proposed expansion area does not contain any significant archeological sites, based on the Master Site File of the Florida Division of Historical Resources.

G) Compatibility with Surrounding Land Uses

Subject Property	*Residential*	*R-1*
North	*General Commercial*	*C-3*
South	*Residential and General Commercial*	*R-3 and C-3*
East	*General Commercial*	*C-3*
West	*Residential*	*R-3*

Source: Bay County GIS Department (October 2013)

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

Please reference Section VIII. Consistency Analysis, in the Comprehensive Plan Amendment.

H) School Concurrency

1. **Which public schools serve the site of the proposed amendment:**

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

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

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

Not applicable. No residential development proposed for the site.

I) Compatibility with Military Installations

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

The proposed amendment will not affect Naval Support Activity-Panama City. All proposed development will be routed to NSA-PC for their comment and review.

J) Capital Improvements

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

The proposed amendment does not result in any impact that would require a capital improvement.

K) Certification and Authorization

(1) By my signature hereto, I do hereby certify that the information contained in this application is true and correct, and understand that deliberate misrepresentation of such information will be grounds for denial and reversal of this application and or revocation of any approval based on this application.

(2) I do hereby authorize County staff to enter upon my property at any reasonable time for the purpose of site inspection.

(3) I do hereby authorize the placement of a public notice sign(s) on my property at a location(s) to be determined by County staff.

(4) I Raymond W. Greer **(print name) as the property owner or authorized property owner representative have read and understand the attached Information concerning Application for Amendment to the Bay County Comprehensive Plan Future Land Use Map.**

Raymond W. Greer
Applicant Name (Type or Print)

_____
Applicant Signature

Project Manager
Title and Company (if applicable)

_____
Date

Signed and sealed before me this _____ day of _____, _____, by

_____, who is personally known to me or who produced

_____ as identification.

_____

Notary

_____

Notary Seal

FUTURE LAND USE MAP AMENDMENT APPLICATION COMPLETENESS CHECKLIST

Planning and Zoning Staff will only accept complete applications.

Requirements	Check if Complete
Complete Application Form	X
$2,475.00 Fee – Large Scale **$1,200 Fee – Small Scale**	x
Letter of Authorization **(If Necessary)**	x
Legal Description **(8.5 X 11 copy)**	X
Signed Deed to Property **(8.5 X 11 copy)**	X
Aerial Photograph of Property **(8.5 X 11 copy)**	X
Survey/Map of Property **(8.5 X 11 copy)**	X
Justification	X
Notarized Signature	X
When submitting an application, please submit COPIES of any original documents – the documents may get folded, hole-punched, or stapled.	

May 15, 2017

Mr. Ian Crelling, AICP
Planning Manager
Bay County Development Services
Planning and Zoning Division
840 West 11th Street
Panama City, Florida 32401

Re: Future Land Use Amendment and Rezoning Applications for Parcel ID #31051-000-000 (Azalea Drive).

Dear Mr. Crelling:

I, Leonel P. Welch, do hereby authorize Raymond W. Greer to act on my behalf as agent for the Small Scale Future Land Use Map Amendment and Rezoning applications submitted for the subject property. The property subject to the applications is comprised of Bay County Property Appraiser Parcel Identification Number 31051-000-000 and consist of Lot 3, Block 11 of Treasure Cove Subdivision.

If you have any questions or need additional information, please do not hesitate to contact me at the address below.

Sincerely,

Leonel P. Welch
4247 Creek Road
Vernon, Florida 32462

cc: Raymond W. Greer, AICP

File # 2015003318, OR BK 3669 Page 1962, Page 1 of 1, Recorded 01/21/2015 at 10:02 AM, Bill Kinsaul, Clerk Bay County, Florida Doc. D $1050.00 Deputy Clerk EG Trans # 1239082

Prepared by and return to:
Omega Title, LLC
Grace Trucks
12135 Panama City Beach Parkway
Panama City Beach, Florida 32407
Our File Number: 6523-14

For official use by Clerk's office only

STATE OF Florida)
COUNTY OF Bay)
)

SPECIAL WARRANTY DEED

THIS INDENTURE, made this January 16, 2015, between Trustmark National Bank, successor by merger to Bay Bank & Trust Co., whose mailing address is: 7700 US Highway 98 W, Santa Rosa Beach, Florida 32459, party of the first part, and Leonel P. Welch and wife, Linda M. Welch, whose mailing address is: 4247 Creek Road, Vernon, Florida 32462, party/parties of the second part,

WITNESSETH:

First party, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, aliens, remises, releases, conveys and confirms unto second party/parties, his/her/their heirs and assigns, the following described property, towit:

Lot 1, 2 & 3, Block 11, Treasure Cove, according to the map or plat thereof, as recorded in Plat Book 8, Page(s) 64, of the Public Records of Bay County, Florida.

Subject, however, to all covenants, conditions, restrictions, reservations, limitations, easements and to all applicable zoning ordinances and/and restrictions and prohibitions imposed by governmental authorities, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the party of the first part hereby covenants with said party of the second part, that it is lawfully seized of said land in fee simple: that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the party of the first part.

IN WITNESS WHEREOF, first party has signed and sealed these present the date set forth on January 14, 2015.

Signed, sealed and delivered
in the presence of:

Witness signature
Lisa M Haley
Print witness name

Witness signature
Sheila A. Kent
Print witness name

Trustmark National Bank, successor by merger to
Bay Bank & Trust Co.

By:
Print Name: Todd A. Seagle
Title: Executive Vice President

(Corporate Seal)

State of Florida
County of Walton

THE FOREGOING INSTRUMENT was acknowledged before me this 14 day of January, 2015 by Todd A. Seagle, Executive Vice President of Trustmark National Bank, successor by merger to Bay Bank & Trust Co. who is personally known to me or who has produced _____ as identification.

Sheila A. Kent
Notary Public
Sheila A. Kent
Print Notary Name

My Commission Expires: 1-14-18

Notary Seal

SHEILA A. KENT
NOTARY
My Comm Expires
January 14, 2018
No. ID 963218
PUBLIC
STATE OF FLORIDA

DEVELOPMENT SERVICES RECEIPT

Printed: May 24, 2017

PROJECT NO: **PZ17-075**

TAX ID: 31051-000-000
AZALEA AVE
PANAMA CITY, FL 32408

Receipt Number: PZ827

Fee Description	Account Number	Fee Amount
COMP PLAN AMMENDMENT		
SMALL SCALE REVIEW	001-3429015	$1,450.00

Total Fees Paid: **$1,450.00**
Date Paid: Wednesday, May 24, 2017
Paid By: WELCH, LEONEL P
Pay Method: CHECK 6294
Received By: PAMELA STANLEY

LAND DEVELOPMENT

ORDINANCE NO._____

AN ORDINANCE AMENDING ORDINANCE NO. 90-06 ENTITLED "AN ORDINANCE ADOPTING THE BAY COUNTY COMPREHENSIVE PLAN", AS AMENDED; PROVIDING FOR AUTHORITY; PROVIDING A SHORT TITLE; REVISING THE FUTURE LAND USE MAP; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Bay County, Florida (the "Board"), approved Ordinance No. 90-06 (the "Bay County Comprehensive Plan") on May 14, 1990;

WHEREAS, the Board has approved other ordinances amending the Bay County Comprehensive Plan;

WHEREAS, Leonel Welch (the "applicant"), requested a small-scale amendment to the Bay County Comprehensive Plan (the "application");

WHEREAS, the requested amendment is to change the land described in Exhibit 1 on the Future Land Use Map;

WHEREAS, Staff conducted a technical analysis of the application resulting in findings and recommendations;

WHEREAS, the Planning Commission conducted a public hearing on June 15, 2017, to hear and consider comments from the public;

WHEREAS, the Board conducted a public hearing on July 18, 2017, to hear and consider comments from the public as well as the recommendations of the Planning Commission concerning the amendment requests;

WHEREAS, the Board found the proposed amendment to be generally consistent with the Bay County Comprehensive Plan.

NOW, THEREFORE, be it ordained by the Board of County Commissioners of Bay County:

Section 1. Authority and Purpose. This ordinance is adopted pursuant to the authority granted counties in Chapter 125 and is enacted to provide for the health, safety, and

welfare of the citizens of Bay County, Florida and to implement the Bay County Comprehensive Plan and the Bay County Land Development Regulations pursuant to Chapter 163, Part II, Florida Statues.

Section 2. Short Title. This ordinance shall be known as "Bay County Small Scale Plan Amendment PZ 17-075 to the Bay County Comprehensive Plan".

Section 3. Change to the Comprehensive Plan. The Bay County Comprehensive Plan including the Future Land Use Map (FLUM) is hereby changed as follows, and described in Exhibit 1.

Reference	Action Taken	Location
PZ 17-075	Change 0.2 ± acres from "Residential" to "General Commercial" on the FLUM.	See Exhibit 1

Section 4. Severability. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason invalid or unconstitutional by the decision of any court or regulatory body of competent jurisdiction, such decisions shall not effect the validity of the remaining portions hereof. The Board hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause and phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared illegal, invalid, or unconstitutional, and all ordinances and parts or ordinances in conflict with the provision of this ordinance are hereby repealed.

Section 5. Effective Date. The Small-Scale Amendment approved by this Ordinance shall not become effective until 31 days after adoption. If challenged within 30 days after adoption, the Small-Scale Amendment approved by this Ordinance shall not become effective until the state land planning agency or the Administration Commission, respectively, issues a final order that determines that this Small-Scale Amendment is "in compliance", as that term is defined by law. Any noncompliant plan amendment shall not delay or otherwise influence the effective date of any compliant amendments.

PASSED AND ADOPTED this 18th day of July, 2017.

BOARD OF COUNTY COMMISSIONERS
OF BAY COUNTY FLORIDA

_____
William T. Dozier, Chairman

ATTEST:

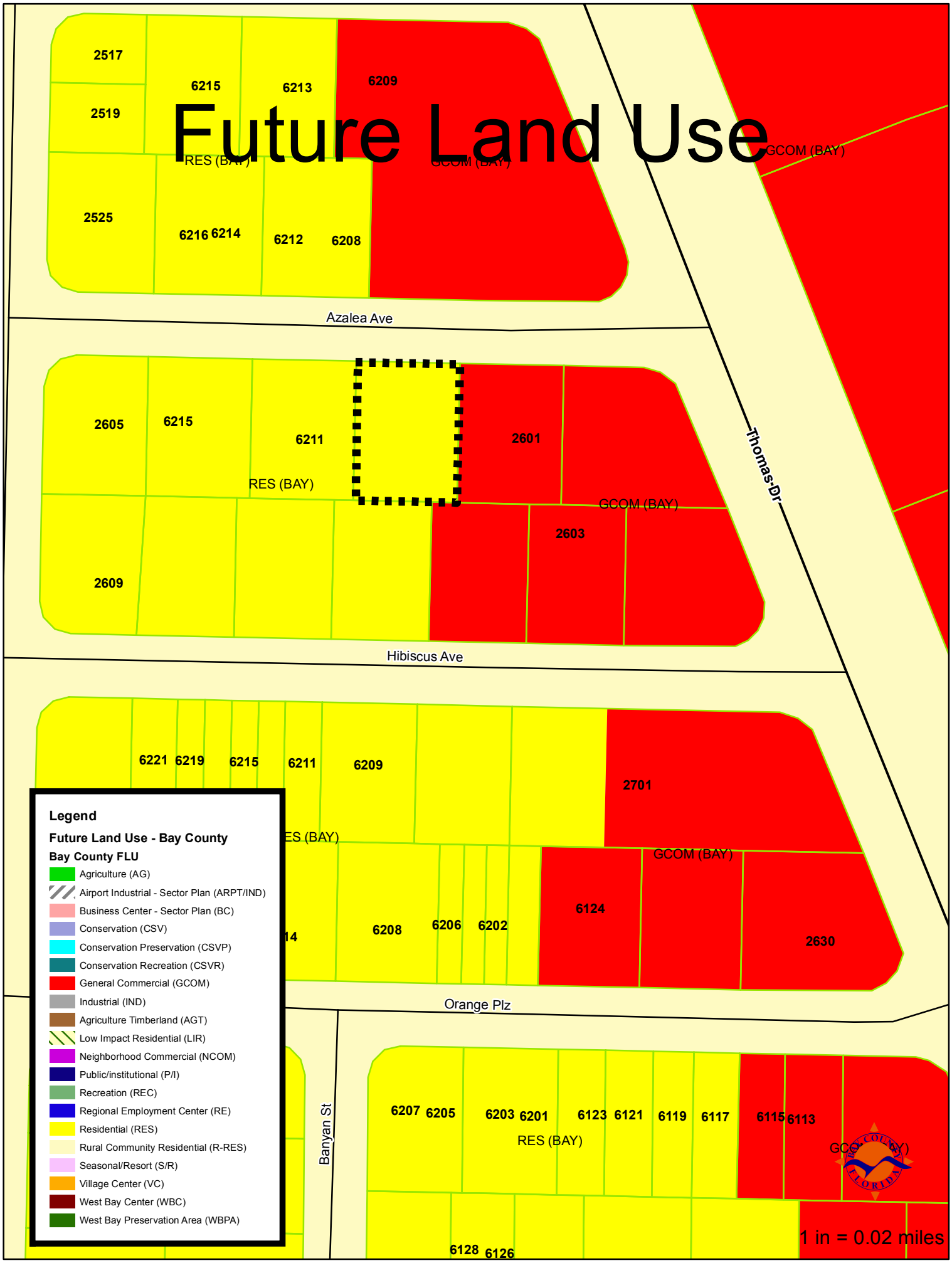
_____
Clerk

Approved as to correctness of form:

_____
Office of the County Attorney

cc: Bay County Property Appraiser

Future Land Use



Wayne Porter

From: misskelley29@aol.com
Sent: Tuesday, June 06, 2017 6:56 AM
To: Planning Zoning
Subject: Zone change

Subject: Zone change on property located west of 2601 Thomas Drive. (Azalea Dr.)

To: Whom it May Concern

My name is Benjamin Kelley and my family have lived here in Bay County for three generations. We were always fishermen but in recent years the federal government have forced us to diversify and that is why I got in the rental business. I purchased the property on 6211 Azalea Dr. in 2010 which is adjacent to the property that you are wanting to rezone as commercial. I spent $47,000 in remodeling when I purchased this property and have three families living there now. I am very opposed to rezoning the property directly behind these three families as commercial. The three backyards back up to the property in question here and I am very concerned that putting a commercial business there will destroy the property value. When I bought this property I was aware that it was surrounded by residential property and would not have any commercial business adjacent to me. I am not a wealthy man just a middle class local trying to make a living here. I am asking the Bay County Planning Commission to please oppose this request by Dr. Welch. I will be at the meeting on June 15, 2017 to try to make everyone understand my concerns.

Thanks

Benjamin Kelley
850-866-2363
misskelley29@aol.com

Lin S. Tung
505 Camelia Street
Panama City Beach, FL 32407
Phone: 850-832-1457 (Cell)

June 12, 2017

Community Development Department
Planning and Zoning Division
840 West 11th Street
Panama City, FL32401

Ref: Zonning Change Project # PZ17074(SSA) & PZ17-075(ZC)

Sir,

I am the property owner of 2605 Redwood Street, Panama City Beach, FL 32408. It is a 4 units rental property located 2 houses down from the parcel #31051-000-000 requesting zoning change from residential to commercial. I am strongly against the proposed zoning change. The zoning change will make the residential neighborhood less desirable. It will have a detrimental effect on the property value, and it will have a negative impact on the rental income I can expect from my property.

I request that the proposed zoning change be denied.

Sincerely,

……..
Lin S. Tung

Bay County Board of County Commissioners
Agenda Item Summary

PZ 17-074 Zone Change - Azalea Avenue, Panama City Beach Area

DEPARTMENT MAKING REQUEST/NAME:
Community Development - Ian Crelling, Planning Manager

MEETING DATE: 7/18/2017

REQUESTED MOTION/ACTION:
Board to conduct a quasi-judicial public hearing pursuant to Section 307 of the Land Development Regulations and take action on a proposed zone change from “R-3” Duplex, Triplex and Quadraplex to “C-3A” General Commercial Low, Application No. PZ 17-074. Located on Azalea Avenue, approximately 150 feet from Thomas Drive, in the unincorporated Panama City Beach area. **(District V)**

AGENDA
Community Development - Public Hearing

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

BACKGROUND:
On June 15, 2017, the Bay County Planning Commission conducted a public hearing to consider a request from applicant Leonel Welch to change the zoning designation of a 0.2 acre parcel from “R-3” Duplex, Triplex and Quadraplex to the “C-3A” General Commercial Low zone district **(Exhibit 1)**. The subject property is located on the south side of Azalea Avenue, approximately 150 feet west of Thomas Drive, in the unincorporated Panama City Beach area. At the conclusion of the public hearing, the Planning Commission voted 4-0 (with Commission Chairman Haiman absent) to find the proposed zone change consistent with the Bay County Comprehensive Plan and Land Development Regulations.

The "C-3A" zone district allows for neighborhood commercial, commerce parks, recreation, conservation, public/institutional, educational facilities, public utilities, retail trade, general office and similar uses. A maximum of 60 percent impervious coverage is allowed in the Beaches Special Treatment Zone. The subject parcel complies with the minimum dimensional standards specified in Table 6.1 of the Land Development Regulations for the “C-3A” zone. The property has approximately 235-feet of frontage along Azalea Avenue. One hundred-feet of frontage is required in the "C-3A" zone. The proposed zone district implements the proposed General Commercial Comprehensive Plan land use designation as specified in Table 3.1 of the Land Development Regulations.

The subject property is surrounded on three sides by General Commercial zoning designations. The current uses of these properties reflect these zoning designations. The applicant also owns

the medical office building located to the east adjacent to the subject properties. Any commercial use or development of the property will require a 25-foot buffer from any adjacent residentially zoned properties. Staff feels that the request is a reasonable expansion of the existing "C-3A" zoning.

This item has been noticed as a public hearing in accordance with Section 206 of the Land Development Regulations.

Staff agrees with the Planning Commission and recommends the Board conduct a public hearing, approve the proposed amendment, and adopt the attached ordinance **(Exhibit 2)**.

ATTACHMENTS:

Description	Type
EXHIBIT 1 Application	Exhibit
EXHIBIT 2 - Ordinance	Exhibit
Zoning Map w/ Legend	Exhibit
Public Comments	Exhibit

BAY COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING AND ZONING DIVISION
840 W. 11th Street, Room 2350 - Panama City FL 32401
Phone: 850-248-8250 - Fax: 850-248-8267
E-mail: planning@baycountyfl.gov

Agenda Date: June 15, 2017
Application No.: PZ 17-074 Zone Change

Applicant: Raymond Greer
Owner: Leonel Welch
Appraiser's Parcel Number: 31051-000-000

Project Description: The applicant is requesting an approval to change the zoning of a 0.2 acre parcel from the "R-3" Duplex, Triplex and Quadraplex zone district to the "C-3A" General Commercial Low.

Project Location: The property is located on the south side of Azalea Avenue, approximately 150 feet west of Thomas Drive, in the unincorporated area of Panama City Beach.

Parcel Information

Parcel Size:	0.2+/- acres
Land Use Designation:	Residential
Zoning:	"R-3" Duplex, Triplex and Quadraplex
Existing Land Use:	Vacant Residential
Surrounding Land Uses:	North: Restaurant (under construction); East: Medical Office; South: Hotel/Motel; West: Residential Triplex.
Project Site Access:	Azalea Avenue
Service Area:	Urban and Beaches Special Treatment Zone

Standards of Review

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

1. The proposed zone change is consistent with the Comprehensive Plan in that the proposal is within the proper land use category shown on the Future Land Use Map, complies with all standards and criteria associated with that category, and the application is not inconsistent or in conflict with the Plan, Policy 3.2.1, as follows:

    a. Potential for threat to the health, safety, and welfare of the general public;
    b. Potential to create public nuisance(s);
    c. Site suitability;
    d. Compatibility between zones;
    e. Consistency with the Comprehensive Plan;
    f. Availability of infra-structure facilities and services;

g. Would not create "spot" zoning; and
h. Criteria specified in Table 3A of the Comprehensive Plan.

2. Whether or not the application for zone change represents a logical and consistent extension of present uses in the general area of the property involved.

3. Granting the application for zone change will not adversely affect other properties in the general vicinity of the property involved.

4. The impact of the rezoning to the environment or natural resources, and the impact upon concurrency issues and requirements.

5. Granting the application for zone change will not interfere, contradict, or conflict with the infrastructure improvement plans of Bay County or any other governmental agency, or otherwise create a physical or financial burden for Bay County.

Analysis & Discussion

The applicant is requesting approval to rezone the subject property from "R-3" to "C-3A." As provided for by section 308 of the Bay County Land Development Regulations, this request is being processed concurrently with Application No. PZ 17-075 SSA. This zone change would not become effective unless and until the plan amendment becomes effective.

The C-3A zone district allows for neighborhood commercial, commerce parks, recreation, conservation, public/institutional, educational facilities, public utilities, retail trade, general office and similar uses. A maximum of 60 percent impervious coverage is allowed in the Beaches Special Treatment Zone. The property owner has approximately 235-feet of frontage along Azalea Avenue. 100-feet of frontage is required in the C-3A zone. The proposed zone district implements the proposed General Commercial Comprehensive Plan land use designation as specified in Table 3.1 of the Land Development Regulations.

The subject property is surrounded on three sides by general commercial zoning designations. The current uses of these properties reflect these zoning designations. The applicant also owns the medical office located to the east adjacent to the subject properties. Any commercial use or development of the property will require a 25-foot buffer from any adjacent residentially zoned properties. Staff feels that the request is a reasonable expansion of the existing C-3A zoning.

Staff Recommendation

It is therefore recommended the Commission:

1. Find the proposed zone change, Application No. PZ 17-074, consistent with Comprehensive Plan and Land Development Regulations, and
2. Forward a recommendation to the Bay County Board of County Commissioners to approve the proposed zone change subject to the prior approval of Application No. PZ 17-075 SSA.

Application to Amend the Bay County Zoning Map

(Please type or Print clearly)

RECEIVED

FILE NO: PZ17-074 **DATE RECEIVED:** MAY 24 2017

BAY COUNTY PLANNING AND ZONING

A) APPLICANT INFORMATION (Owner or Authorized Agent)

Owners Name:	*Leonel Welch*	**Authorized Agent:**	*Raymond W. Greer, AICP*
Mailing Address:	*4247 Creek Road*	**Mailing Address:**	*2910 Kerry Forest Parkway Suite D4-126*
	Vernon, FL 32462		*Tallahassee, FL 32309*
Telephone:		**Telephone:**	*(850)-545-6503*
FAX:		**FAX:**	

- ***Attach letter from property owner granting authorization if agent is submitting application.*** *See Attachment A*

B) REQUESTED ZONE CHANGE

Change FROM R-1 **(existing designation)** **TO** C-3A **(proposed designation)**

C) SITE INFORMATION

Address/Location of Proposed Amendment Site (if available):	*No address. Just west of 2601Thomas Dr.*
Property ID Number	*31051-000-000*
Property Size (Acres / Square Feet)	*Approximately .20 acres*
Land Use Designation	*Existing: RES – Residential* *Proposed: GCOM – General Commercial*

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

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

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

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

D) REVIEW FEE ATTACHED:

1. Zone Change $1,450: __X__ Yes _____No

A) SITE INFORMATION

Current Property Use	*Undeveloped*	
FIRM Zone and Panel No.	*Flood Zone X* *Map #12005C0319H*	
Wetlands	*None*	
Coastal Area	*N/A*	
Wildlife Habitat	*No listed species occur on site. A detailed analysis will be completed at the development stage.*	
Surrounding Land Uses	**Adjacent Future Land Use**	**Adjacent Zoning**
North:	*General Commercial*	*C-3*
South:	*Residential and General Commercial*	*R-3 and C-3*
East:	*General Commercial*	*C-3*
West:	*Residential*	*R-3*

B) UTILITIES

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

1. <u>Water and Sewer Service:</u>

a. Potable Water Service

Provider	**Permitted Capacity (gallons per day – gpd)**	**Current Demand - gpd**	**Available Capacity – gpd**
City of Panama City Beach			

Current potable water demand of site under existing designation: gpd

Anticipated potable water demand if amendment is approved: gpd

b. Sanitary Sewer Service/Wastewater Treatment

Provider*	**Permitted Capacity - gpd**	**Current Demand - gpd**	**Available Capacity - gpd**
City of Panama City Beach			

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

Current wastewater demand of site under existing designation: gpd

Anticipated wastewater demand if amendment is approved: gpd

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

Please reference Section VI. Public Facilities and Services, in the Comprehensive Plan Amendment, for a detailed Potable Water and Sanitary Sewer Analysis for the site.

2. <u>Stormwater:</u> Describe how stormwater will be controlled and treated:

Development of the amendment site shall comply with the stormwater quality and quantity protection requirements set forth in the Bay County Comprehensive Plan. The proposed amendment is not associated with a specific development project.

If rezoning to a higher density the following information must be included:

3. <u>Transportation:</u> Use professionally acceptable methodology to determine the impacts of proposed development on transportation infrastructure. A traffic study shall be required if the proposed development will impact a facility at or near its maximum acceptable level of service, and/or if the proposed development will generate 100 or more trips in the peak hour (Land Development Regulations Section 2008-6, 7). The Traffic Impact Analysis (TIA) must be performed using a traffic micro-simulation model such as Synchro or HCS2000. The Bay County Transportation Planning Organization Congestion Management System must be used to determine whether or not a facility is at or near its maximum capacity for the road segment's AADT. For roads where counts do not exist for AADT, counts must collected by applicant.

ITE Code	Land Use	Units/Sq Footage	Daily Trips	Peak Trips

Road Segment	Existing LOS	Projected LOS	Acceptable LOS

Please reference Section VI. Public Facilities and Services, Part C, in the Comprehensive Plan Amendment, for a detailed Transportation analysis for the site

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

_____ Tropical Storm _____ Category 1 Hurricane _____ Category 2 Hurricane

_____ Category 3 Hurricane ___X___ Category 4-5 Hurricane _____ N/A

C) PROJECT INFORMATION / JUSTIFICATION

Provide a detailed description of the purpose of the proposed zone change, and how the proposed change is consistent with the following Findings Guidelines (Section 307.3).

a. The application for zone change is consistent with the Comprehensive Plan. To be consistent means: that the zone change is within the proper land use category shown on the Comprehensive Plan Future Land Use Map and complies with all standards and criteria associated with that category, and; the application for zone change is not consistent or in conflict with the Comprehensive Plan, Policy 3.2.1 of the Future Land Use Element as follows.

i. Potential for threat to the health, safety, and welfare of the general public;

ii. Potential to create public nuisance(s);

iii. Site suitability;

iv. Compatibility between zones;

v. Consistency with the Comprehensive Plan;

vi. Availability of infrastructure facilities and services;

vii. Would not create "spot" zoning, and;

viii. Criteria specified in Table 3A of the Comprehensive Plan.

The property proposed to be rezoned is currently undergoing a land use change from Residential to General Commercial. The proposed C-3A zoning designation is consistent with the General Commercial future land use designation. For additional details refer to the Comprehensive Plan Amendment application.

b. Whether or not the application for zone change represents a logical and consistent extension of present uses in the general area of the property involved.

The proposed rezoning of the subject site from R-1 to C-3A would be logical and compatible zoning designation with the surrounding area. The properties located adjacent to and north and south of the site have a Zoning designation of C-3 and consist of several retail businesses and a soon opening restaurant. The properties located adjacent to and to the north of the site has a Zoning designation of R-3 and consist of two residential triplexes.

Chapter 6 of the Bay County Land Development Regulations requires a 20 foot side setback from any residential zoned property. A 25 foot buffer will be required along the west property line. The proposed change is a logical and consistent extension of the present uses in the general area. Refer to the Comprehensive Plan Amendment application for additional details.

c. Granting the application for zone change will not adversely affect other properties in the general vicinity of the property involved.

The proposed rezoning will not adversely affect other properties in the general vicinity of the property involved. Refer to the Comprehensive Plan Amendment application for additional details.

d. Granting the application for zone change will not interfere, contradict, or conflict with infrastructure improvement plans of Bay County or any other governmental agency, or otherwise create a physical or financial burden for Bay County.

The application for zone change will not interfere, contradict, or conflict with the infrastructure improvement plans for Bay County, or otherwise create a physical or financial burden for Bay County. Municipal services will be made available to the proposed amendment area as well as the existing community including roads, central potable water and sewer services, stormwater management facilities, law enforcement, education, health care, fire and emergency response, and general government of the County. Refer to the Comprehensive Plan Amendment application for additional details.

D) Attach one copy of the deed to the property, a site plan of the property proposed for a zone change, and a vicinity map.

Please be advised that your property may be subject to Private Covenants and Restrictions which, under Policy 8.5.2 of the Bay County Comprehensive Plan, are encouraged and supported by the Bay County Board of County Commissioners such restrictions do not conflict with the plan.

E) Certification and Authorization

(1) By my signature hereto, I do hereby certify that the information contained in this application is true and correct, and understand that deliberate misrepresentation of such information will be grounds for denial and reversal of this application and or revocation of any approval based on this application.

(2) I do hereby authorize County staff to enter upon my property at any reasonable time for the purpose of site inspection.

(3) I do hereby authorize the placement of a public notice sign(s) on my property at a location(s) to be determined by County staff.

(4) I Raymond W. Greer **(print name) as the property owner or authorized property owner representative have read and understand the attached Information concerning Application for Amendment to the Bay County Comprehensive Plan Future Land Use Map.**

Raymond W. Greer

Applicant Name (Type or Print) **Applicant Signature**

Project Manager

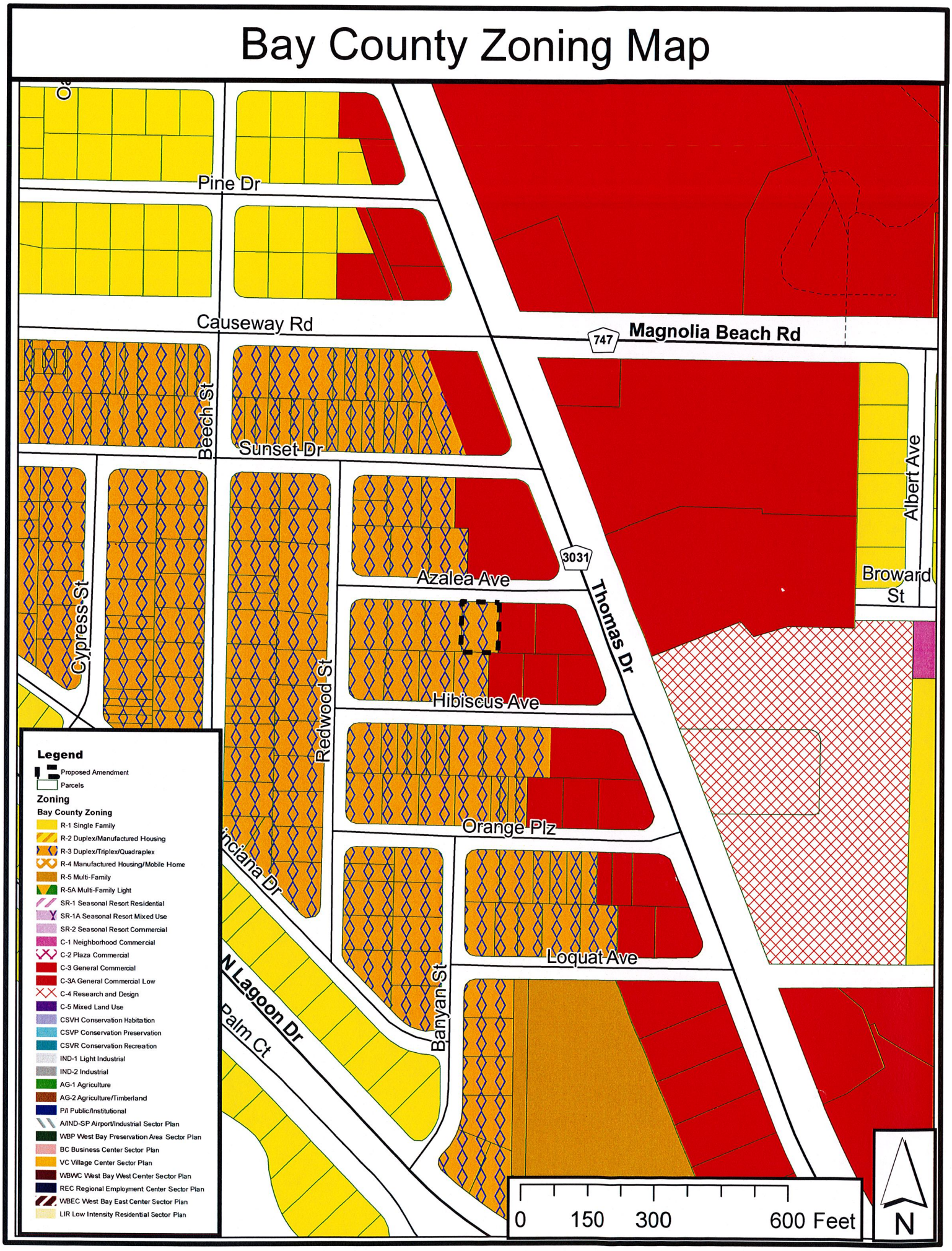
Title and Company (if applicable) **Date**

ZONING MAP AMENDMENT APPLICATION COMPLETENESS CHECKLIST

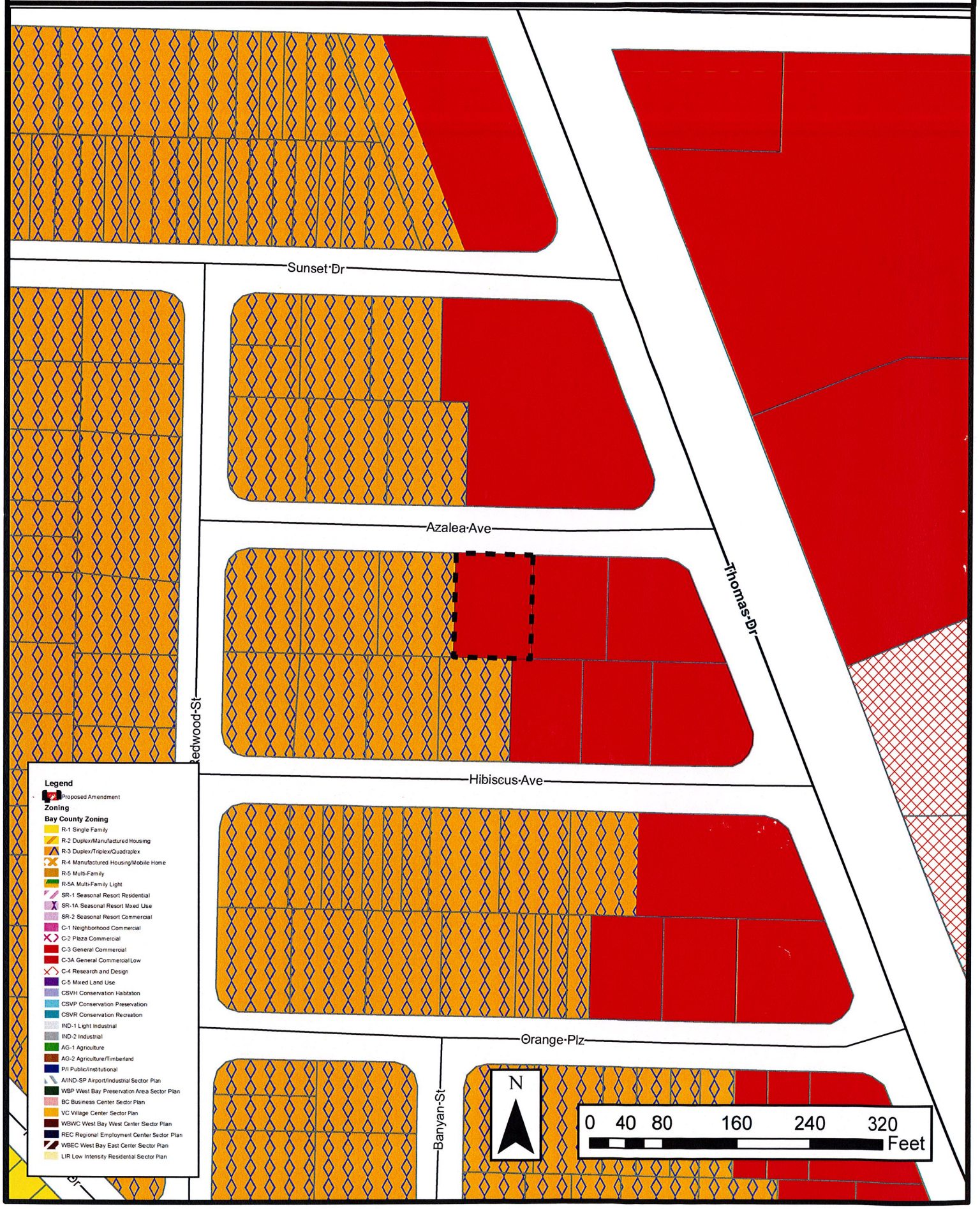
Planning and Zoning Staff will only accept complete applications.

Requirements	Check if Complete
Complete Application Form	
$1,450.00 Fee	
Letter of Authorization (If Necessary)	
Site Plan (8.5 X 11 copy)	
Signed Deed to Property (8.5 X 11 copy)	
Survey/Map of Property (8.5 X 11 copy)	
When submitting an application, please submit COPIES of any original documents – the documents may get folded, hole-punched, or stapled.	

Bay County Zoning Map



Proposed Bay County Zoning Map



DEVELOPMENT SERVICES RECEIPT

Printed: May 24, 2017

PROJECT NO: **PZ17-074**

TAX ID: 31051-000-000
AZALEA AVE
PANAMA CITY, FL 32408

Receipt Number: PZ826

Fee Description	Account Number	Fee Amount
REZONING		
ZONE CHANGE	001-3429015	$1,450.00

Total Fees Paid: **$1,450.00**
Date Paid: Wednesday, May 24, 2017
Paid By: WELCH, LEONEL P
Pay Method: CHECK 6294
Received By: PAMELA STANLEY

LAND DEVELOPMENT

ORDINANCE NO.___

AN ORDINANCE AMENDING ORDINANCE NO. 04-29 ENTITLED "THE BAY COUNTY OFFICIAL ZONING DISTRICT MAP", AS AMENDED; PROVIDING FOR AUTHORITY AND PURPOSE; PROVIDING A SHORT TITLE; PROVIDING FOR CHANGES TO THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Bay County, Florida (the "Board"), approved Ordinance No. 04-29 (the "Bay County Official Zoning District Map") on September 21, 2004;

WHEREAS, the Board has approved other ordinances amending the Bay County Official Zoning District Map (Zoning District Map);

WHEREAS, Leonel Welch (the "applicant") submitted an application to change the zoning designation of the land described in Exhibit 1 on the Zoning District Map (the "rezoning");

WHEREAS, pursuant to Section 307 of the Bay County Land Development Regulations Staff conducted a technical analysis of the application for rezoning resulting in findings and recommendations;

WHEREAS, pursuant to Section 307 of the Bay County Land Development Regulations and Section 163.3174, F.S. the Planning Commission conducted a public hearing on June 15, 2017, to hear and consider comments from the staff, the applicant, and the public on the rezoning;

WHEREAS, pursuant to Section 307 of the Bay County Land Development Regulations and Section 125.66, F.S. the Board conducted a quasi-judicial public hearing on July 18, 2017, to hear and consider the recommendations of the Planning Commission concerning the rezoning and to hear and consider comments from staff, the applicant, and the public;

WHEREAS, the Board found the proposed rezoning to be generally consistent with the Bay County Comprehensive Plan.

NOW, THEREFORE, be it ordained by the Board of County Commissioners of Bay County:

Section 1. Authority and Purpose. This ordinance is adopted pursuant to the authority granted counties in Chapter 125 and is enacted to provide for the health, safety and welfare of the citizens of Bay County, Florida and to implement the Bay County Comprehensive Plan and Bay County Land Development Regulations pursuant to Chapter 163, Part II, Florida Statutes.

Section 2. Short Title. This ordinance shall be known as "Bay County Rezoning PZ 17-074 to the Bay County Official Zoning District Map".

Section 3. Changes to the Zoning District Map. The Zoning District Map is hereby changed as follows and described in Exhibit 1.

Reference	Action Taken	Location
PZ 17-074	Change 0.2+/- acres from "Duplex, Triplex and Quadraplex (R-3)" to "General Commercial Low (C-3A)" on the Zoning District Map.	See Exhibit 1

Section 4. Severability. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason invalid or unconstitutional by the decision of any court or regulatory body of competent jurisdiction, such decisions shall not effect the validity of the remaining portions hereof. The Board hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause and phrase hereof, irrespective of the fact that any one or more sections,

subsections, sentences, clauses and phrases be declared illegal, invalid, or unconstitutional, and all ordinances and parts or ordinances in conflict with the provision of this ordinance are hereby repealed.

Section 5. Effective date. This Ordinance shall become effective when the amendment to the Future Land Use Map adopted by Ordinance No. _____ becomes effective as provided by law including Section 163.3189, F.S.

PASSED AND ADOPTED this 18th day of July, 2017.

BOARD OF COUNTY COMMISSIONERS
OF BAY COUNTY FLORIDA

_____
William T. Dozier, Chairman

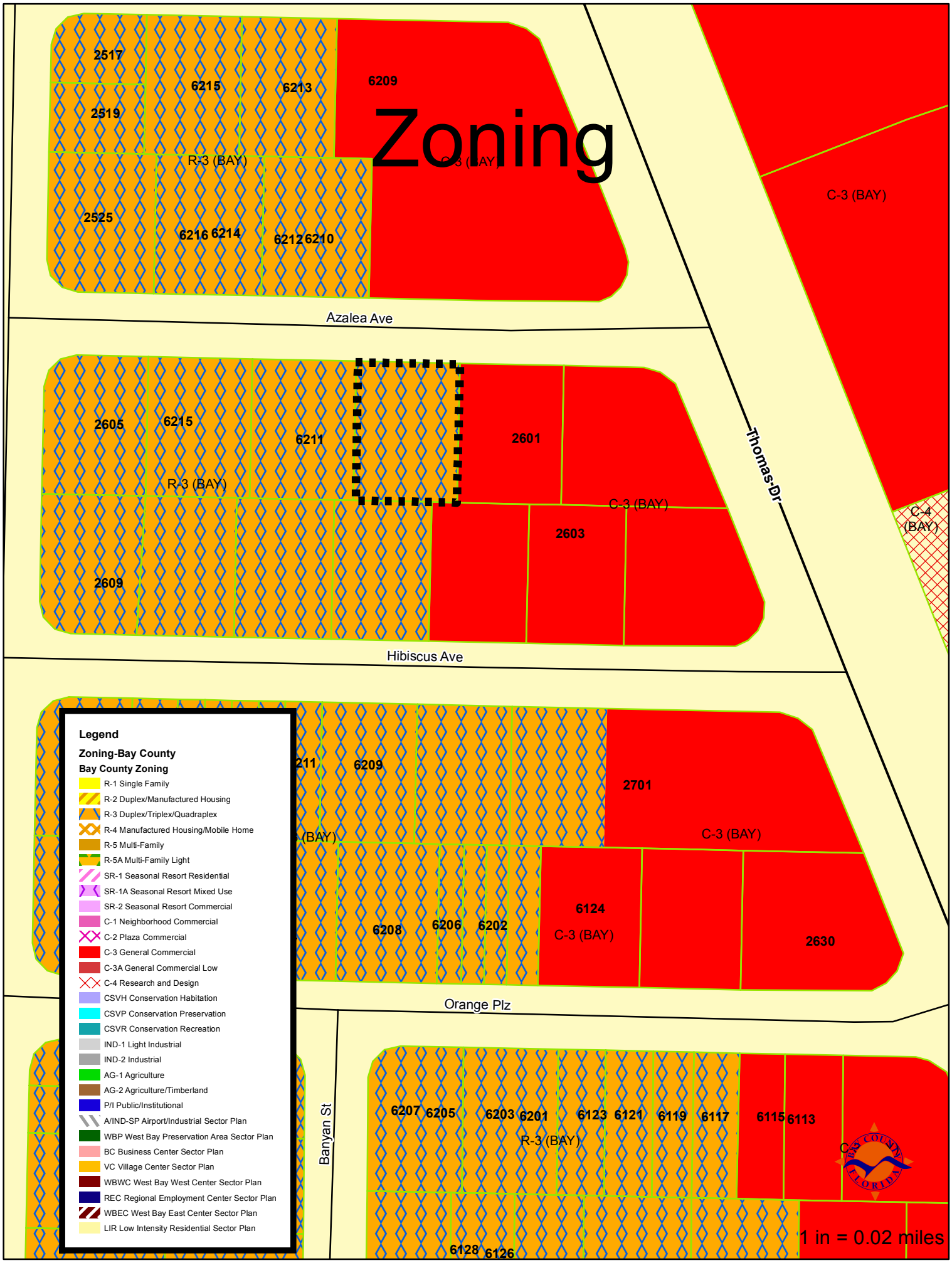
ATTEST:

_____
Clerk

Approved as to correctness of form:

_____
Office of the County Attorney

cc: Bay County Property Appraiser


Zoning
2517
2519
2525
6215
6213
6209
R-3 (BAY)
C-3 (BAY)
6216
6214
6212
6210
Azalea Ave
C-3 (BAY)
2605
6215
6211
2601
R-3 (BAY)
C-3 (BAY)
2603
2609
Thomas Dr
C-4 (BAY)
Hibiscus Ave
211
6209
2701
(BAY)
C-3 (BAY)
6124
6208
6206
6202
C-3 (BAY)
2630
Orange Plz
Banyan St
6207
6205
6203
6201
6123
6121
6119
6117
6115
6113
R-3 (BAY)
6128
6126
1 in = 0.02 miles
Legend
Zoning-Bay County
Bay County Zoning
R-1 Single Family
R-2 Duplex/Manufactured Housing
R-3 Duplex/Triplex/Quadraplex
R-4 Manufactured Housing/Mobile Home
R-5 Multi-Family
R-5A Multi-Family Light
SR-1 Seasonal Resort Residential
SR-1A Seasonal Resort Mixed Use
SR-2 Seasonal Resort Commercial
C-1 Neighborhood Commercial
C-2 Plaza Commercial
C-3 General Commercial
C-3A General Commercial Low
C-4 Research and Design
CSVH Conservation Habitation
CSVP Conservation Preservation
CSVR Conservation Recreation
IND-1 Light Industrial
IND-2 Industrial
AG-1 Agriculture
AG-2 Agriculture/Timberland
P/I Public/Institutional
A/IND-SP Airport/Industrial Sector Plan
WBP West Bay Preservation Area Sector Plan
BC Business Center Sector Plan
VC Village Center Sector Plan
WBWC West Bay West Center Sector Plan
REC Regional Employment Center Sector Plan
WBEC West Bay East Center Sector Plan
LIR Low Intensity Residential Sector Plan

Wayne Porter

From: misskelley29@aol.com
Sent: Tuesday, June 06, 2017 6:56 AM
To: Planning Zoning
Subject: Zone change

Subject: Zone change on property located west of 2601 Thomas Drive. (Azalea Dr.)

To: Whom it May Concern

My name is Benjamin Kelley and my family have lived here in Bay County for three generations. We were always fishermen but in recent years the federal government have forced us to diversify and that is why I got in the rental business. I purchased the property on 6211 Azalea Dr. in 2010 which is adjacent to the property that you are wanting to rezone as commercial. I spent $47,000 in remodeling when I purchased this property and have three families living there now. I am very opposed to rezoning the property directly behind these three families as commercial. The three backyards back up to the property in question here and I am very concerned that putting a commercial business there will destroy the property value. When I bought this property I was aware that it was surrounded by residential property and would not have any commercial business adjacent to me. I am not a wealthy man just a middle class local trying to make a living here. I am asking the Bay County Planning Commission to please oppose this request by Dr. Welch. I will be at the meeting on June 15, 2017 to try to make everyone understand my concerns.

Thanks

Benjamin Kelley
850-866-2363
misskelley29@aol.com

Lin S. Tung
505 Camelia Street
Panama City Beach, FL 32407
Phone: 850-832-1457 (Cell)

June 12, 2017

Community Development Department
Planning and Zoning Division
840 West 11th Street
Panama City, FL32401

Ref: Zonning Change Project # PZ17074(SSA) & PZ17-075(ZC)

Sir,

I am the property owner of 2605 Redwood Street, Panama City Beach, FL 32408. It is a 4 units rental property located 2 houses down from the parcel #31051-000-000 requesting zoning change from residential to commercial. I am strongly against the proposed zoning change. The zoning change will make the residential neighborhood less desirable. It will have a detrimental effect on the property value, and it will have a negative impact on the rental income I can expect from my property.

I request that the proposed zoning change be denied.

Sincerely,

……..
Lin S. Tung

Bay County Board of County Commissioners
Agenda Item Summary

Amendment to Building Code

DEPARTMENT MAKING REQUEST/NAME:
Office of the County Attorney, Jennifer Shuler

MEETING DATE: 7/18/2017

REQUESTED MOTION/ACTION:
Board to approve proposed amendment to Bay County Code Chapter 6, Article II, Section 6-27, which amends the penalties for Building Code violations.

AGENDA
County Attorney - Public Hearing

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

BACKGROUND:
Currently, Building Code violations are subject to a general penalty in Bay County Code that provides for a fine of up to $500, imprisonment in the county jail for up to 60 days or both a fine and imprisonment. This proposed amendment would allow the Building Official or Code Enforcement the option to utilize the alternate enforcement mechanisms provided in Chapter 7 of Bay County Code, which provide the option to either write civil citations or take violations to the Special Magistrate or Code Enforcement Board.

Staff recommends that the Board conduct a public hearing, consider public comment and adopt the attached ordinance. Exhibit 1.

ATTACHMENTS:

Description	Type
Exhibit 1	Ordinance

ORDINANCE NO.: _____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY, FLORIDA, AMENDING BAY COUNTY CODE CHAPTER 6, ARTICLE II, BUILDING CODE, SECTION 6-27 PROVIDING FOR PENALTIES FOR VIOLATIONS.

BE IT ORDAINED by the Board of County Commissioners of Bay County, Florida as follows:

SECTION 1. AMENDMENT. Chapter 6, Article II, Section 6-27, Penalty is amended as set forth below with underlined text as additions and strikethrough text as deletions.

Section 6-27. Penalty.

Violations of this article are punishable ~~as provided in section 1-6~~ pursuant to Chapter 7 of the Bay County Code. Nothing in this section shall prevent the Building Official or Bay County from seeking enforcement of this article by other means provided by law.

SECTION 2. SEVERABILITY. 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. REPEAL. All ordinances or parts of ordinances in conflict with this ordinance are to the extent of such conflict hereby repealed.

SECTION 4. INCLUSION IN CODE. This ordinance shall become and be made a part of the Code of Bay County, Florida. Sections of this ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section", "article" or other appropriate designation.

SECTION 5. 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 on this ___ day of _____, 2017.

BOARD OF COUNTY COMMISSIONERS
BAY COUNTY, FLORIDA

ATTEST:

_____
William T. Dozier, Chairman

_____
Bill Kinsaul, Clerk

Approved as to form:

_____
Office of County Attorney