

**BOARD OF COUNTY COMMISSIONERS**

**GULF COUNTY, FLORIDA**

<b>AGENDA</b>	<b>NOVEMBER 9, 2010</b>	<b>TIME / PAGE NO.</b>
1. Meeting Called to Order . . . . .		6:00 p.m.
2. Consent Agenda . . . . .		1-35
3. Public Hearing – Capital Improvement Element / Capital Improvement Schedule . . . . .		36
4. Public Hearing – Ordinance – Amending the Comprehensive Plan . . . . .		37
5. County Staff Business		
6. Board Business		
7. Public Discussion		

**F.S. 286.0105:**

**If a person decides to appeal any decision made by the board, agency or commission, with respect to any matter considered at such meeting or hearing, he will need a record of the proceedings, and that, for such purpose, he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.**

# CONSENT AGENDA

November 9, 2010

1. Minutes – October 26, 2010 - Regular Meeting . . . . . 1-6
2. Agreement – Bluemanta Technology Group (Managed Information  
Technology Services) . . . . . 7-9
- Agreement – Sacred Hearth Health System, Inc. (Non-Emergency  
Medical Transportation) . . . . . 10-17
- Agreement – The St. Joe Company (License) . . . . . 18-20
3. Application – Garlick Environmental Associates, Inc. (Lands Landing Boat  
Ramp proposed Repair and Maintenance) . . . . . 21-30
4. Invoices – County Attorney Timothy J. McFarland (Invoice October, 2010 \*  
\$9,019.00 \* to be paid from Account #21314-31100) . . . . . 31
5. Proclamation – Chuck Edwards (Gulf Coast Workforce Board) . . . . . 32
6. Resolution #2010-47 – C.D.B.G. Fund, St. Joe Fire Control District Fund,  
Tupelo Fire District and Overstreet Fire District  
(Unanticipated Revenue for FY 2009-2010) . . . . . 33-34
7. Travel – 2010-2011 Florida Association of Counties Conference and  
2010-2011 National Association of Counties  
Conference . . . . . 35

**PORT ST. JOE, FLORIDA**

**OCTOBER 26, 2010**

**REGULAR MEETING**

The Gulf County Board of County Commissioners met this date in regular session with the following members present: Chairman Carmen L. McLemore, Vice Chairman Warren J. Yeager, Jr., and Commissioners Billy E. Traylor, Bill Williams, and Nathan Peters, Jr.

Others present were: County Attorney Timothy McFarland, Clerk Rebecca L. Norris, Clerk Finance Officer Carla Hand, Deputy Clerk Kari Summers, Chief Administrator Don Butler, Assistant Administrator Michael Hammond, Deputy Administrator Lynn Lanier, Building Official Lee Collinsworth, Emergency Management Director Marshall Nelson, Gulf County E.M.S. Director Houston Whitfield, Mosquito Control Director Mark Cothran, Planner David Richardson, Sheriff Joe Nugent, Sheriff's Office Major Bobby Plair, and T.D.C. Director Tim Kerigan.

Sheriff Nugent called the meeting to order at 6:00 p.m., E.T.

Clerk Norris opened the meeting with prayer, and Chairman McLemore led the Pledge of Allegiance to the Flag.

**CONSENT AGENDA**

Upon motion by Commissioner Williams, second by Commissioner Yeager, and unanimous vote, the Board approved the Consent Agenda, after removal of Item #5 (pages #24-27), Item #4 (pages 16-22), and Item #6 (pages #29-36), as follows:

1. Minutes – October 12, 2010 - Regular Meeting
2. Bid Advertisement – C.I.G.P. Projects (Iola Road and Old Bay City Road)
3. Budget Amendment – Sheriff's Department (\$495,470.25)
4. **\*\*DELETE\*\*** Contract/Engagement Letter (Audit Services \$ 70,400.00)
5. Inventory – Emergency Management (Transfer #90-244 \* LaserJet Color Printer to Building Department \* Junk #90-212 \* on-road vehicle trailer)

**\*\*DELETE\*\***- Public Works (Junk #25-188, #25-119, #25-125, #25-141, #25-169, #25-174, #25-171, #25-128, #25-185, #28-1, #70-617, #70-676, #70-503, #70-541, #70-632, #70-451, #70-571, #70-572, #70-678, #70-487, #70-299, #70-315, #70-316, #70-726, #72-8, #72-9, #75-100, #75-101, #75-105, #75-108, #75-140, #75-57, #75-85, #100-476, #100-475, #100-491, #100-506, #100-552 \* Missing \* #70-66, #70-689, #70-701, #70-755, #70-756, #70-638, #70-403, #70-404, #70-694, #75-109, #75-116, #75-134, #75-139, #75-148, #75-153, #75-167, #75-171, #75-174, #75-149, #100-536 \* Surplus \* #72-12, #72-1 \* Sold with Road Department to the City of Wewahitchka \* #100-562, #100-574, #100-450, #100-439, #100-448, #100-449, #100-567, #100-388, #100-421, #100-482 \* Traded \* #100-517)

- Veterans' Service Office (Junk #240-26)

6. Invoices – **\*\*DELETE\*\*** City of Port St. Joe (Beacon Hill Sewer Project \* Billing #6 \* \$42,427.25 \* to be paid from Account #33035-81000, contingent upon receipt of funds from D.E.P.)

- Florida Department of Revenue – Reimbursement Invoice – Unemployment Tax (\$16,402.27 \* to be paid from Account #21111-25000)

(End)

**INVOICE CITY OF PORT ST. JOE – BEACON HILL SEWER PROJECT**

Commissioner Peters motioned to approve item #6 (pages 29-36) that was pulled from the Consent Agenda. Commissioner Traylor seconded the motion, and it passed 4 to 0, with Commissioner Yeager abstaining due to a business relationship with Preble-Rish, Inc.

**PUBLIC HEARING – P.D.R.B. RECOMMENDATIONS (OCTOBER 18, 2010)**

The Board then considered the following recommendation from the October 18, 2010 meeting of the Planning & Development Review Board:

**APPROVAL - SMALL SCALE MAP AMENDMENT – HODGES/LAYFIELD**

Pursuant to advertisement to hold a public hearing to consider approval of a Small Scale Map Amendment for Hodges/Layfield (Parcel ID #03337-025R \* S13, T5S, R11W

\* 2.97 Acres), County Attorney McFarland read the public hearing notice and called for public comment. There being no public comment, Commissioner Traylor motioned to approve the Small-Scale Map Amendment, changing the land use from Agricultural to Residential as recommended by the Planning & Development Review Board. Commissioner Yeager seconded the motion, and it passed unanimously.

#### **PRELIMINARY PLAT APPROVAL – PALMS AT MONEY BAYOU, LLC**

Pursuant to advertisement to hold a public hearing to consider preliminary subdivision plat approval for Craig Donley (Parcel ID #03179-005R \* 9.47 acres in S19, T9S, R10W), County Attorney McFarland read the public hearing notice and called for public comment. Tory Roberts of 194 Sweet Water Shores Drive appeared before the Board and discussed that his property is adjacent to this development at Money Bayou. He discussed various issues concerning this property. Commissioner Yeager discussed that there are a lot of issues concerning this property. After further discussion by members of the Board, Commissioner Traylor motioned to approve the preliminary subdivision plat of Palms at Money Bayou, LLC (a 9 lot subdivision), subject to all Federal, State and Local development regulations, both stated and unstated. Commissioner Williams seconded the motion, and it passed unanimously.

#### **CONTRACT/ENGAGEMENT LETTER – AUDITOR SERVICES**

County Attorney McFarland discussed that he pulled item #4 (pages 16-22) from the Consent Agenda, stating that a Notice of Bid Protest has been filed, and suggested that Chairman McLemore schedule a Special Hearing to hear the protest on the bid from the parties. Commissioner Peters motioned to approve the request to schedule a special hearing. Commissioner Yeager seconded the motion, and it passed unanimously.

#### **T.D.C. LEGAL COUNSEL – DEEPWATER HORIZON OIL SPILL**

County Attorney McFarland discussed that T.D.C. received the contract for representation on the Deepwater Horizon Oil Spill and requested permission for the Chairman to sign. Commissioner Peters motioned to approve this request. Commissioner Yeager seconded the motion, and it passed unanimously.

#### **COUNTY JUDGE APPOINTMENT**

County Attorney McFarland reported that he received notice today that he has been appointed as the County Judge for Gulf County effective January 1, 2011.

#### **SHERIFF'S DEPARTMENT – HAUNTED HOUSE**

Sheriff Nugent reminded everyone that the Sheriff's Office is having a Haunted House at the old Comforter Funeral Home in Wewahitchka on October 29<sup>th</sup> and 30<sup>th</sup> and invited everyone to attend; entry fee being one food item.

### **SHERIFF'S DEPARTMENT – RAFFLE**

Sheriff Nugent discussed that the Sheriff's Department is selling raffle tickets for a swing to help the Gulf County Explorers and the Gulf County 4H.

### **CAPITAL IMPROVEMENT ELEMENT**

Planner Richardson reported that the Capital Improvement Element will be presented at the next Board meeting for adoption.

### **CONTRACT – MEDICAL EXAMINER**

Deputy Administrator Lanier requested approval of the 2010-2011 contract for the Medical Examiner, contingent upon County Attorney review. Commissioner Peters motioned to approve this request. Commissioner Williams seconded the motion, and it passed unanimously.

### **ECONOMIC DEVELOPMENT – REVOLVING LOAN PROGRAM**

Chief Administrator Butler discussed the E.D.C. suggestions of the revolving loan program, stating that the Board must follow the rules set by E.D.A. for the revolving loan funds, and these rules are consistent with A.R.P.C.'s rules. Chief Administrator Butler suggested that the Board adopt the same rules at the next Board meeting.

### **REGIONAL TRANSPORTATION PLAN**

Chief Administrator Butler stated that Commissioner Traylor will come off the Transportation Council and recommended that Commissioner Yeager serve as his replacement, with Commissioner Williams. Commissioner Williams motioned to approve this recommendation. Commissioner Traylor seconded the motion, and it passed unanimously. Commissioner Williams complemented Commissioner Traylor for his service on the Regional Transportation Council.

### **CONSOLIDATION SITE**

Upon request by Chairman McLemore, Building Official Collinsworth gave an update on the consolidation site progress.

### **TRAVEL**

Commissioner Williams requested permission for himself, Chief Administrator Butler and County Attorney McFarland to travel to Ft. Walton on November 4<sup>th</sup> to attend the Natural Resource Damage Assessment Team meeting; to Pensacola on November 8<sup>th</sup> to attend a meeting with the E.P.A. (Commissioner Williams only); and to Nassau County on November 17 through November 20 for the Legislative Conference. Commissioner Williams motioned to approve this request. Commissioner Yeager seconded the motion, and it passed unanimously.

### **PETERS PARK REPAIRS**

Commissioner Peters reported that the cracks have been fixed at Peters Park on the basketball court. Building Official Collinsworth reported that he met with the contractor and it is now ready to be painted, stating that it will cost approximately \$1,295.00. Commissioner Peters stated that there is approximately \$600.00 left from this project, and motioned to pay approximately \$700.00 from the Parks and Recreation Fund. Commissioner Traylor seconded the motion, and it passed 4 to 1, with Commissioner Yeager voting no.

### **SERVICE RECOGNITION**

Commissioner Peters discussed that as he and Commissioner Traylor end their careers as Commissioners, he would like to recognize Representative Jimmy Patronis and Representative Allen Boyd for their outstanding jobs to Gulf County.

Commissioner Traylor commended Representative Jimmy Patronis for his service to Gulf County.

### **DEPARTMENT OF CORRECTIONS**

Chairman McLemore reported to the Board that the Secretary of the Department of Corrections announced today that they will be closing ten work camps.

Chairman McLemore called for public comment.

### **EXOTIC ANIMAL LICENSING**

Jay Smith appeared before the Board and discussed the issue previously addressed on September 14, 2010, concerning exotic animal licensing, stating that he spoke with Diana Ferguson and F.W.C., and was informed that the issues have been resolved. Commissioner Williams thanked Mr. Smith, stating that he does have a license for exotic animals in Gulf County. Mr. Smith reported that he will work with the County in anyway, if needed.

### **C.R. 386 – STRIPPING**

Tim Stein appeared before the Board and discussed a letter he previously submitted to the Board concerning the stripping on C.R. 386, stating that he feels that the County has a grave liability with what it is doing on our roads. He reported that the reflective paint no longer has any reflectivity, and the markers on the road are gone or do not reflect, stating that this is not the only highway in this County with this problem. Mr. Stein discussed the standing water after a rain on C.R. 386, stating that he has had several cars spin out in front of him in places where the water is standing. Mr. Stein

stated that he knows that the Board has read this letter, stating that if something does not happen, he will take to the State. Discussion followed by members of the Board. Commissioner Yeager reported that he would talk with Tommy Barfield from D.O.T. concerning this issue, and will report back to the Board.

**AUDITOR SERVICES BID PROTEST**

Chief Administrator Butler discussed the need to schedule a special meeting concerning the bid protest notice as soon as possible. Commissioner Traylor motioned to schedule the special meeting contingent upon advice from County Attorney McFarland. Commissioner Yeager seconded the motion, and it passed unanimously.

There being no further business, and upon motion by Commissioner Traylor, the meeting did then adjourn at 6:40 p.m., E.T.

**CARMEN L. MCLEMORE  
CHAIRMAN**

**ATTEST:  
REBECCA L. NORRIS  
CLERK**

This Agreement (the "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2010, by and between Gulf County ("Client") and Bluemanta Technology Group ("BTG"). Client agrees to purchase from BTG and BTG agrees to provide to Client, Managed Information Technology Services under the terms and conditions contained herein.

Managed Information Technology Services.

1. BTG will:

- a. Establish and provide a comprehensive, managed information technology service and support program for Client. These services include, but are not limited to:

**Local and Wide Area Network Design & Maintenance**

- Network design and performance monitoring
- Network security administration
  - Penetration testing and risk mitigation
  - Intrusion prevention, detection, and content-filtering
  - Switch, firewall and router configuration and administration
- Wire and wireless management
- Network diagramming and documentation

**Client & Server Standardization & Systems Administration**

- Systems and software selection, deployment and support
- Client/server applications support
- Systems security policy and settings maintenance
- Compatibility and integration testing
- Systems imaging for rapid system standardization and rollout
- Systems patch, anti-virus and anti-spam management

**Data Management**

- Data modeling and database design, performance monitoring and tuning
- Data migration, staging, archiving, backup and recovery
- Database mapping and documentation

**Project & Program Management**

- Technology research, strategic and operational planning and consultation
  - Disaster preparedness and recovery planning
  - Technology vs. organizational value assessments
  - Budget assistance, technology grant-policy and procedure writing
- Information assurance and regulatory compliance assistance
  - Systems auditing, certification and accreditation
- Cradle to grave technology asset management
  - Asset tagging, depreciation and warranty tracking, lease management
- Application programming and development
  - Process and workflow engineering and automation
  - Business intelligence/reporting and analysis automation

**BCC APPROVED**

DATE \_\_\_\_\_ D.C. \_\_\_\_\_

CONSENT  
DATE: 11/9/10

- b. Provide Client with a dedicated and qualified technology professional to provide on-site technology support forty (40) hours per week. Provide assigned professional(s) compensation, benefits, equipment, and supervisory support.
- c. Provide Client unlimited access to additional BTG resources and personnel.
- d. Submit periodic reports to Client summarizing status and health of Client technology operations.
- e. At all times, provide Client with clear and concise documentation and communication.

2. Client will:

- a. Provide BTG with a reasonable working area at mutually agreed times; use of a photocopy machine, and other office items reasonably required for BTG to provide services BTG will provide under this Agreement.
- b. Provide BTG with full access to its technology assets and systems, whether electronic or other for the purpose of providing services listed under section one (1) above.

3. Payment for Services

- a. Client will pay to BTG five-thousand eight-hundred thirty-three dollars and thirty-three cents (\$5,833.33) per month.
- b. BTG will provide to Client with invoices, not more frequently than monthly, detailing work performed and amounts owed.
- c. Client will pay all verified invoices remitted by BTG within thirty (30) days of receipt.

4. General Provisions

- a. This Agreement shall become effective on the date hereof and shall continue for a period of one (1) year. Either party may cancel this Agreement at any time with written notice, via certified mail, to the other party at the address indicated in this Agreement.
- b. At the request of either party, any controversy or claim arising out of this Agreement shall be governed by the laws of the State of Florida and any legal action or proceeding shall be brought in the courts of the State of Florida which courts have exclusive jurisdiction over any such legal action.
- c. BTG will not use or disclose Client confidential information other than as necessary to perform the services listed in section one (1) above. BTG will cooperate with Client by observing policies and procedures established by Client to protect information about Client's operations, which Client treats as confidential. BTG's obligation of confidentiality under this Agreement does not apply to information which is (a)

obtained from a third party without an obligation or confidentiality, (b) known to BTG before it obtained said information from Client, or (c) independently developed by BTG.

- d. The relationship of BTG to Client shall be that of an independent contractor, and all acts performed by BTG pursuant to this Agreement shall be deemed to be performed in its capacity as an independent contractor. This agreement does not create any agency, partnership or joint venture between the parties.
- e. This Agreement contains all of the terms of this Agreement and may only be modified or extended by written amendment executed by both parties.

Notices delivered to BTG under the terms of this agreement shall be addressed to:

Chuck Edwards, Managing Member  
407 Reid Avenue  
Port St. Joe, Florida 32456

Notices delivered to Client under the terms of this agreement shall be addressed to:

Don Butler, County Administrator  
1000 Cecil G. Costin Sr., Blvd.  
Port St. Joe, Florida 32456

Accepted:

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

Title: Chairman, Gulf County Board of County Commissioners

Bluemanta Technology Group, LLC

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

Title: Managing Member

**AGREEMENT FOR  
NON-EMERGENCY MEDICAL TRANSPORTATION**

This Agreement for Non-Emergency Medical Transportation (the "Agreement") is entered into as of the date shown below between Sacred Heart Health System, Inc. dba Sacred Heart Hospital on the Gulf (the "Facility") and Gulf County Emergency Medical Services ("EMS").

WHEREAS, the purpose of this Agreement is to state the terms and conditions under which EMS will provide non-emergency transportation services for patients of the Facility.

NOW, THEREFORE, in consideration of the agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Services Provided. EMS shall provide inpatients of the Facility with non-emergency ambulance transportation services to or from the Facility (the "Services"). The ambulances used by EMS in the delivery of the Services shall be staffed by at least two (2) persons who are licensed or certified by law to render emergency medical care. EMS will provide the services on an as available basis, twenty-four (24) hours per day, seven (7) days per week. No non-emergency transports will be made if that non-emergency transport would leave the EMS service area with no emergency service.

The Services do not include, and this Agreement does not affect, the delivery by EMS of emergency medical transportation services. "Non-emergency ambulance transport services," as used herein, is defined as (1) transportation of inpatients requiring certain diagnostic procedures from Sacred Heart Hospital on the Gulf to Bay Medical Center, Panama City, Florida, and return of such inpatient to Sacred Heart Hospital on the Gulf ("SHHG"); (2) transportation of inpatients from SHHG to Sacred Heart Hospital on the Emerald Coast ("SHHEC") or Sacred Heart Hospital of Pensacola ("SHHP"). EMS will provide a scheduled non-emergency transport upon a request by the Chief Nursing Officer ("CNO") of the Facility or the designee twelve (12) hours prior to the transport. Requests made without twelve (12) hour notice will be made by an on duty truck, on an as available basis. On services requiring round trip (return to the Facility) EMS will provide a one (1) hour waiting period for the procedure to be completed, if procedure completion time is more than one (1) hour it will be at the discretion of EMS to extend the waiting period or return to the station. This waiting policy applies only to those non-emergency transports that are scheduled twelve (12) hours prior to service, return trips otherwise will be on an as available basis. Patients scheduled for transport shall be ready, along with all required paperwork within fifteen (15) mins. of scheduled transport.

2. Fees for Services. EMS shall charge the fees set forth on Exhibit "A" (attached hereto and incorporated herein by reference) for the Services provided hereunder.

**BCC APPROVED**  
DATE \_\_\_\_\_ D.C. \_\_\_\_\_

CONSENT  
DATE: 11/9/10 **10**

- 3. Required Documentation for the Services. The Facility shall be responsible for determining and documenting the medical necessity of all the Services requested by the Facility. Without limiting the generality of the foregoing, the Facility shall be responsible for obtaining any physicians orders, physician certification statements ("PCS") or certificates of medical necessity required to document medical necessity or to comply with the requirements of Medicare, Medicaid or other third party payors for any patient and patient consent for transport and patient consent for release of medical information.
  
- 4. Payment for the Services.
  - a. The Facility shall be liable for payment of the fees charged by EMS for transports of all patients hereunder.
  
  - b. Notwithstanding anything to the contrary contained in subparagraphs a above, the Facility shall be liable for payment of the fees charged by EMS for round-trip transports when the patient remains an inpatient of the Facility and is transported from the Facility to Bay Medical Center and is then returned to the Facility. Such round-trip transports are considered two (2) separate transports for billing purposes.
  
  - c. Terms of Payment. The Facility will pay EMS for any amounts due and owing by the Facility under this Agreement within forty-five (45) days after the date of an invoice from EMS for such amounts. All past due amounts owed by the Facility hereunder shall accrue interest at the rate of 18% per annum.
  
- 5. Term of Agreement. This Agreement shall become effective on the date shown below and shall continue in effect from year to year unless terminated by either party in writing within at least thirty (30) days prior notification. EXHABIT "A" FEE SCHEDULE shall be reviewed on a semi-annual basis and revised as necessary to meet changing needs of EMS. Any revisions to the fee schedule shall be agreed on by both parties, otherwise this agreement will terminate. Non-Emergency Medical Transportation Termination shall have no effect upon the rights or obligations of the parties arising out of any transactions occurring prior to the effective date of such termination.
  
- 6. Termination. Notwithstanding paragraph 5, this Agreement may be terminated prior to its normal expiration pursuant to the following provisions:
  - a. Either party may terminate this Agreement in the event of the other party's material breach hereof; provided, however, that termination for breach shall not become effective unless and until the party in breach has been given written notice of such breach describing the nature of the breach with sufficient specificity to permit its cure, and such party shall have failed to have cured such breach to the reasonable satisfaction of the other within thirty (30) days following said notice.

- b. In the event of nonpayment by the Facility of any amount due hereunder, EMS may terminate this Agreement on ten (10) days written notice.
  - c. In the event a party files a voluntary petition in bankruptcy or makes an assignment for the benefit of creditors or otherwise seeks relief from creditors under any federal or state bankruptcy, insolvency, reorganization or moratorium statute, or is the subject of an involuntary petition in bankruptcy which is not dismissed with prejudice within sixty (60) days of its filing, the other party may terminate this Agreement immediately.
  - d. Either party may terminate this Agreement at any time, without cause and without penalty, by providing at least sixty (60) days prior written notice to the other party.
7. Insurance. At all times during the term of this Agreement, and throughout any extension periods, EMS shall maintain current insurance coverage. All such insurance shall be furnished by an insurance carrier appropriately licensed to write such policies, and acceptable to the Facility. With respect to performance of work under this Agreement, EMS shall maintain and shall require all of its sub-contractors to maintain insurance as described below.:
- a. Worker's Compensation Insurance. Worker's compensation insurance with statutory limits as required by the State of Florida.
  - b. General Liability Insurance. Commercial general liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than one million dollars (\$1,000,000) limit for each occurrence and two million dollars (\$2,000,000) each for the general aggregate and the products/completed operations aggregate.
  - c. Automobile Insurance. Automobile liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.
  - d. Professional Liability Insurance. Professional liability insurance for all activities of EMS arising out of or in connection with this Agreement in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.
  - e. Documentation. The following documentation shall be submitted to the Facility: properly executed Certificates of Insurance clearly evidencing all coverages and limits required above. Said Certificates shall be submitted prior to the execution of this Agreement. EMS agrees to maintain current Certificates of Insurance evidencing the above-required coverages and limits on file with the Facility for the duration of this Agreement.

- f. Material Breach. If EMS, for any reason, fails to maintain insurance coverage, which is required pursuant to this Agreement, the same shall be deemed a material breach of this Agreement. Facility, in its sole option, may terminate this Agreement and obtain damages from EMS resulting from said breach. These remedies shall be in addition to any other remedies available to the Facility.
8. Liability. Each party shall be responsible for any and all costs, damages, claims, liabilities or judgments which arise as a result of the negligence or intentional wrongdoing of its employees or other agents (collectively the "Party"). Any costs, including reasonable attorney's fees, for damages, claims, liabilities or judgments incurred at any time by one Party as a result of the other Party's negligence or intentional wrongdoing, or failure to perform any obligation undertaken or covenant made in this Agreement shall be paid for, or reimbursed by, the other Party.
9. Independent Contractor. EMS and Facility acknowledge and agree that EMS is an independent contractor and nothing in this Agreement is intended nor shall be construed to create any employer/employee, partnership, joint venture, or other relationship, or to allow Facility to exercise control or direction over the professional medical judgment of EMS.
10. HIPAA Privacy Rule. EMS, as an ambulance service provider, provides health care services directly to patients. As such, EMS is a "covered entity" under the HIPAA Privacy Rule. 45 C.F.R. §160.103. The HIPAA Privacy Rule expressly permits covered entities to share protected health information ("PHI") with a other covered entity for treatment and payment activities of the entity receiving the PHI. 45 C.F.R. §164.506(c). Therefore, the Facility acknowledges and agrees that it is permitted to disclose PHI to EMS for its treatment and payment activities without the need for a business associate agreement, patient authorization or any other permissions or approval.
11. Notices. Any notice required to be given pursuant to this Agreement shall be in writing and shall be sent by certified mail, registered mail, hand delivery or facsimile to the parties at the addresses set forth below:
- EMS: Gulf County Emergency Medical Services  
1000 Costin Boulevard, Room 301  
Port St. Joe, FL 32456
- Facility: Sacred Heart Hospital on the Gulf  
3801 East Highway 98  
Port St. Joe, FL 32456  
Attention: Sandra Todd-Atkinson
12. Warranty of Non-Exclusion: EMS represents and warrants to Facility that EMS, its officers, directors and employees (i) are not currently excluded, debarred or otherwise ineligible to participate in the federal health care programs as defined in

42 U.S.C. §1320a-7b(f) (the "federal healthcare programs"), (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the federal healthcare programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in EMS or any such individual being excluded from participation in the federal healthcare programs. This shall be an ongoing representation and warranty during the term of this Agreement and EMS shall immediately notify Facility of any change in the status of the representations and warranty set forth in this section. Any breach of this section shall give Facility the right to terminate this Agreement immediately for cause.

13. Parties Bound. This Agreement shall be binding upon and inure to the benefit of the parties and their respective legal representatives, assigns and successors.
14. Legal Construction. In case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provision in this Agreement and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
15. Entire Agreement. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understanding or written or oral agreements between the parties respecting the subject matter of this Agreement.
16. Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and expenses in addition to any other relief to which it may be entitled.
17. Governing Law. This Agreement shall be construed under and in accordance with the laws of the State of Florida.
18. No Assignment. Neither this Agreement nor any duties or obligations under it shall be assignable by either party without the prior written consent of the other party. In the event of an Assignment by either party to which the other party has consented, the assignee or the assignee's legal representative shall agree in writing to personally assume, perform, and be bound by all of the covenants, obligations and agreements contained in this Agreement.
19. Amendment. This Agreement may be only amended by a written instrument signed by both parties.
20. Change in Law. In the event there is a change in state of federal law, whether by statute, regulation, agency interpretation or judicial decision, that in the reasonable opinion of the counsel to Facility renders any of the material terms of this Agreement unlawful or unenforceable, then the applicable term(s) of the Agreement shall be

subject to renegotiation upon written notice to EMS, to remedy such condition and conform the Agreement to the requirements of the law. If such renegotiation is unsuccessful within the thirty (30) day period of time following written notification, either party may terminate the affected Agreement without penalty.

21. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original for all purposes.

EXECUTED to be effective as of \_\_\_\_\_, 20\_\_\_\_.

GULF COUNTY EMERGENCY  
MEDICAL SERVICES

Witness:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

SACRED HEART HEALTH SYSTEM, INC.  
dba SACRED HEART HOSPITAL  
ON THE GULF

Witness:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

**EXHIBIT "A"**  
**FEE SCHEDULE**

Facility shall pay EMS a base rate of \$450.00 per trip plus \$6.25 per mile for transportation services provided hereunder. EMS shall submit itemized invoices to the Facility on a monthly basis.

**LICENSE AGREEMENT**

**THIS LICENSE AGREEMENT** (this "Agreement") is made and entered into as of \_\_\_\_\_, 20\_\_\_, (the "Effective Date") by and between **THE ST. JOE COMPANY**, a Florida corporation, on its behalf on behalf of its affiliated subsidiary entities, whose address is 133 South WaterSound Parkway, WaterSound, Florida 32413 ("Owner"), and **GULF COUNTY, FLORIDA** whose address is Cecil G. Costin, Sr. Boulevard, Port St. Joe, Florida 32456 ("Licensee").

**WITNESSETH:**

WHEREAS, Licensee desires to enter upon land owned by Owner (the "Property") to excavate and reopen a wetland outflow to the Bay ("Activities"), both the Property and the Activities being more clearly depicted in the documents attached hereto as Exhibit A and incorporated herein; and

WHEREAS, Owner is willing to grant Licensee a temporary non-exclusive, revocable right to enter upon the Property (the "License") to conduct the Activities; and

WHEREAS, Licensee acknowledges and appreciates the risks of coming on the Property, specifically that the Property may be subject to a hunting lease or hunting leases and as a result hunting activities may be ongoing with respect to the Property and that the Property may be subject to certain apiary leases and as a result bees may be located in certain parts of the Property; and

NOW, THEREFORE, in consideration of the mutual undertakings of the parties set forth in this Agreement and of other valuable considerations, the receipt and sufficiency of which the parties hereby acknowledge, the parties hereby agree as follows:

1. Grant of License. Owner hereby grants Licensee and any contractor it hires to conduct the Activities ("Contractors") and its and the Contractor's employees, agents, subcontractors and all persons under their direction and control, as well as any other person on the Property at the direction or because of Licensee (collectively, the "Invitees") a License to enter the Property for the sole purpose of conducting the Activities, provided, however, that Licensee shall only be allowed access to the Property between the hours of between the hours of 10:00 AM until 4:00 PM daily. Licensee may not conduct any activity within the Property other than the Activities without the prior written consent of Owner.

2. Due Care; Legal Compliance. Licensee agrees that it and the Invitees shall at all times while conducting the Activities or while on the Property exercise due care for their own personal safety and the safety of any other persons working on the Property. Licensee shall, and shall cause the Invitees to, comply with all applicable laws and regulations with respect to the Activities conducted on the Property. Licensee shall not permit the Property to be used or occupied in any manner which violates any laws or regulations of any governmental agency.

**BCC APPROVED**

DATE \_\_\_\_\_ D.C. \_\_\_\_\_

CONSENT  
DATE: 11-2-10

3. Release and Indemnity. As further consideration for the License granted hereunder, Licensee hereby agrees:

A. to assume all risks involved and to be fully responsible for the safety of Licensee and Invitees and hereby releases, saves and discharges Owner, its subsidiaries, affiliates, its and their officers, directors, employees and agents, and their successors and assigns (collectively, the "Indemnified Persons"), from any and all claims and demands of whatever nature, whether for personal injury or death of Licensee and Invitees, or loss of, or damage to personal property, and hereby assume further full responsibility for any accident, death, dismemberment, temporary or permanent disability resulting to Licensee and any Invitees as a result of the Activities or the license granted herein;

B. to indemnify and hold harmless the Indemnified Persons from any liability, costs and expenses, including attorney's fees, on account of injury to or death of any person or persons whomsoever, including Licensee, Invitees, employees, agents or representatives of the parties hereto or third persons, or for any loss or damage to property arising from or in connection with the Activities, the use or occupancy of the Property, or from ingress or egress from the Property;

C. that Owner will look solely to Licensee's indemnification set forth in this Paragraph 3 in connection with Licensee and Invitees entry upon the Property; and

D. that neither Licensee nor its Invitees shall record a Notice of Commencement on the Property and that Licensee shall pay for all services in connection with the Activities and pay or bond off any liens recorded against the Property by Invitees in connection with the proposed activity within fifteen (15) days of recording of said liens.

4. No Waste. Licensee agrees that no act shall be permitted and nothing shall be kept in or about said Property that will increase the risk of any hazard, fire or catastrophe, and no waste shall be permitted or committed upon or any damage done to said Property.

5. Repair of Property. Licensee further agrees to restore any property of Owner to the original condition that it was in prior to Licensee and Invitees entering upon the Property.

6. Assignment. Licensee may not assign this License in whole or in part, without the prior written approval of Owner, which approval may be withheld in Owner's sole and absolute discretion.

7. Confidentiality. For so long as Owner owns the Property, any information or knowledge acquired by Licensee or its Invitees from the Activities or otherwise gained as a direct or indirect result of this License shall not be used, published or divulged by Licensee or the Invitees to any other person, firm, corporation, or governmental agency or in any other manner or connection whatsoever without first having obtained written permission of Owner, which permission Owner may withhold in its sole discretion, or unless required by law.

8. Termination. This License shall terminate upon completion of the Activities without any further action on the part of Owner, or upon Owner's conveyance of the Property or portions thereof but in any event shall terminate no later than \_\_\_\_\_. Notwithstanding the foregoing, the Owner may terminate this Agreement at any time upon written notice to Licensee.

9. Recording. This License shall not be recorded in the public records.

10. Insurance. Licensee will throughout the Term carry and maintain, at its sole cost and expense, the following types of insurance, which shall provide coverage on an occurrence basis, with respect to the Property, in the amounts specified and in the form hereinafter provided for:

a. Commercial General Liability Insurance. Commercial general liability insurance covering claims arising from bodily injury and property damage with a minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate and insuring against legal liability of the insured with respect to the Property or arising out of the use thereof. The liability policy also shall cover, but not be limited to, the contractual liabilities of the Licensee arising from this Agreement.

b. Excess Liability Insurance. Licensee shall also carry and maintain umbrella liability insurance with a limit of not less than \$1,000,000.00 per occurrence.

c. Certificate of Insurance. A certificate of insurance naming Owner and its subsidiaries and affiliates as an additional insureds in connection with its general liability is attached and incorporated hereto as Exhibit B.

**THE ST. JOE COMPANY**

**GULF COUNTY, FLORIDA**

\_\_\_\_\_  
Authorized Signature

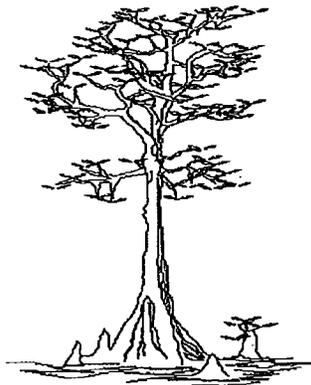
\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title



## GARLICK ENVIRONMENTAL ASSOCIATES, INC.

SPECIALIZING IN REGULATORY ISSUES INCLUDING  
REGULATORY PERMITS · WETLANDS/UPLAND/JURISDICTIONAL  
DELINEATIONS · SUBMERGED LAND LEASES · ECOLOGICAL INVENTORY/ ASSESSMENTS

October 27, 2010

Mr. Derek Adkins  
USACE/ Panama City Field Office  
1002 West 23<sup>rd</sup> Street  
Suite 350  
Panama City, FL 32405

2010 NOV -2 PM 11:24

Re: Proposed repair and maintenance of Land's Landing Boat Ramp/ Gulf County  
GEA 10-107/COMP

Dear Mr. Adkins:

As agent for the Gulf County Board of County Commissioners, I'm conveying to you the county's intent to improve the Land's Landing Boat Ramp and access canal, a public facility, located just south of Wewahitchka, FL, at the terminus of Land Road, adjacent to the Chipola River. The improvements include repairing the toe of the ramp and maintenance dredging no more that 148 cubic yards from the canal to remove a silted in shelf that has been affecting navigation during normal water levels. Our research indicates that the canal and ramp were installed prior to 1970 (FDOT photogrammetric mapping) and have been in use, at least, since 1972 and frequently maintenance dredged over the past years (personal communication-B. Knee, county superintendent).

In a review of the state and federal regulations indicates that these are regulated activities but qualify for state exemptions or nationwide permitting. Specifically, the ramp repair and maintenance dredging qualifies for state 62-312.050 4 (e),(f). While the ramp appears to qualify for a Nationwide 3, preconstruction "not required", the dredging apparently needs a preconstruction notice. Nationwide 19 can not be used considering that our dredged material will exceed 25 cubic yards.

Attached is our application for the maintenance dredging. The canal will be cordoned off at the confluence of the canal with the river by floating turbidity booms. If turbidity levels exceed the NTU quantities listed in the State Water Quality Standards, then work will cease until levels are well within levels. All spoil removed from the dredging will be directly deposited in a waiting truck and hauled to a self contained upland site for final disposal.

GARLICK ENVIRONMENTAL ASSOCIATES, INC. POST OFFICE BOX 385 APALACHICOLA, FL 32329-0385  
PHONE: (850) 653-8899 FAX: (850) 653-9656  
BRANCH OFFICES IN PANAMA CITY AND TALLAHASSEE

**BCC APPROVED**

DATE \_\_\_\_\_ D.C.

CONS 21  
DATE: 11-1-10

Page 2  
Gulf BOCC/EP  
October 27, 2010

Please call me if you have any questions or need any additional assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Dan Garlick". The signature is written in a cursive style with a large initial "D".

Dan Garlick, PWS  
Garlick Environmental Associates, Inc.

cc: Don Butler/ County Administrator  
Brad Richardson/FDEP Panama City

Form #: 62-312.900(1)  
 Form Title: Joint Application for Works  
 in the Waters of Florida  
 Effective Date: October 30, 1991

## Joint Application for Works in the Waters of Florida

Department of the Army (Corps/Florida Department of Environmental Protection (DEP)/  
Water Management District (WMD)

Corps Application Number (official use only)	DEP Application Number (official use only)
--	--

Type or Print Legibly

<b>1. Applicant's Name and Address</b>  Name Gulf County Board of County Commissioners <small>Last Name, First Name (if individual); Corporate Name; Name of Govt. Agency</small> Street 1000 Cecil G. Costin, Sr. Blvd., Room 301  City Port St Joe State: FL Zip: 32456 Telephone 850-229-6111 (Day) (Night)
<b>2. Name, Address, Zip Code, Telephone Number and Title of Applicant's Authorized Agent</b>  Name Clayton B. Studstill, Esq., Operations Manager  Corporate Name; Name of Govt. Agency: Garlick Environmental & Associates, Inc.  Street Post Office Box 385  City Apalachicola State: FL Zip: 32329 Telephone 850-653-8899 (Day) (Night)
<b>3. Name of Waterway at Work Site: Chipola River</b>
<b>4. Street, Road or Other Location of Work: Land Road</b> Incorporated City or Town: Wewahitchka Section 31 Township South 4 South Range 9 West County(ies): Gulf Coordinates in Center of Project: Federal Projects Only: x y Latitude 20 ° 5 ' 17.93 " Longitude 85 ° 10 ' 44.27 " Lot Block Subd Plat Bk Pg Directions to Locale Site: See Attached Location Maps
<b>5. Names, Addresses, and Zip Codes of Adjacent Property Owners Whose Property Also Adjoins the Water (Excluding Applicant). Show Numbers or Names of These Owners on Plan Views. If More Than Six (6) Owners Adjoin the Project, You May Be Required to Publish a Public Notice for the DEP.</b>  1) Joseph J & Donna M. Katynsky 216 Riverview Drive Wewahitchka, FL 32465  2) Wetappo Creek Investments, LLC 400 East Government Street Pensacola, FL 32501  3) Carl & Anita Melear Post Office Box 31 Armuchee, GA 30105

Form #: 62-312.900(1)  
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6. Proposed Use (Check one or more as applicable) Private: Single Family() Multi-Family   
 Public  Commercial  New Work(X) Alteration of Existing Works  Maintenance  Other (Explain):

7. Desired Permit Duration (see Fee Schedule): 5 Yr.(X) 10 Yr  Other (Specify)

8. General Permit or Exemption Requested:  
 DEP General Permit FAC Rule 17-312. DEP Exemption FAC Rule 17-312. Section 403. FS.

9. Total Extent of Work in Jurisdictional Open Waters or Wetlands: (Use additional sheets and provide complete breakdown of each category if more space is needed.)

a. Within Corps Jurisdiction:  
 Fill: N/A Sq. Ft. Acres Cu. Yds  
 Excavation: 2003 Sq. Ft. 0.046 Acres 148 Cu. Yds.

b. Within DEP Jurisdiction:  
 Fill: N/A Sq. Ft. Acres Cu. Yds.  
 Excavation: N/A Sq. Ft. Acres Cu. Yds.  
 Excavation Waterward of MHW: N/A Cu. yds (information needed for DEP)

c. DEP Jurisdictional Area Severed (Area Landward of Fill Structures which will be Severed):  
 N/A Sq. Ft. Acres

d. DEP Jurisdictional Area Created (New Excavation from Uplands, Exclusive of Mitigation):  
 N/A Sq. Ft. Acres

e. Docks, Piers, and Over Water Structures: N/A

Total Number of Slips:		Total Number of Mooring Pilings:		
Length	Width	Height above MHW		
Length	Width	Height above MHW		
Number of Finger Piers	Length	Width	Height	
Number of Finger Piers	Length	Width	Height	
Total area of structure over waters & wetlands				sq. ft.
Use of structure				

Will the docking facility provide:	No	Yes	Number
Live-aboard Slips		(	)
Fueling Facilities		(	)
Sewage Pump-out Facilities		(	)
Other Supplies or Services Required for Boating	( )		
(Excluding refreshments, bait and tackle)			

f. Seawall length: N/A ft. Seawall material:

Riprap revetment length:	ft.	Slope	H:	V	Toe width
Riprap at toe of seawall length	ft.	Slope	H:	V	Toe width
Size of riprap:					

Type of riprap or seawall material:

g. Other N/A

Form #: 62-312.900(1)  
 Form Title: Joint Application for Works  
 in the Waters of Florida  
 Effective Date: October 30, 1991

10. Description of Work (be specific; use additional sheets as necessary).

See Attached Cover Letter

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11. Turbidity, Erosion, and Sedimentation Controls Proposed:

Turbidity Curtains will be deployed during all phases of construction and will remain in place until the proposed project is completed and sedimentation has returned to normal to maintain State Water Quality Standards at all times.

---

12. Date Activity is Proposed to Commence: Within 5 years To be Completed: Within 5 years  
 Total Time Required to Construct: Within 1 year

---

13. Previous Applications for this Project have been:

	DEP No.	Corps no.
A. Denied (date)		
B. issued (date)		
C. Other (please explain)		

Differentiate between existing work and proposed work on the drawings.

---

14. Certification. Application is hereby made for a permit or permits to authorize the activities described herein.

A. I Certify That: (Please check appropriate space)

1. I am the record owner (X); lessee , or the record easement holder  of the property on which the proposed project is to be undertaken, as described in the attached legal document.

2. I am not  the record owner, lessee or record easement holder of the property on which the proposed project is to be undertaken, as described in the attached legal document, but I will have, before undertaking the proposed work the requisite property interest. (Please explain what the interest will be and how it will be acquired.)

Attach legal description of property or copy of deed to the property on which project is to occur (must be provided).

B. I understand I may have to provide any additional information/data that may be necessary to provide reasonable assurance or evidence that the proposed project will comply with the applicable State Water Quality Standards or other environmental standards both before construction and after the project is completed.

C In addition, I agree to provide entry to the project site for inspectors with proper identification or documents as required by law from the environmental agencies for the purpose of inspecting the site. Further, I agree to provide entry to the project site for such inspectors to monitor permitted work, if a permit is granted.

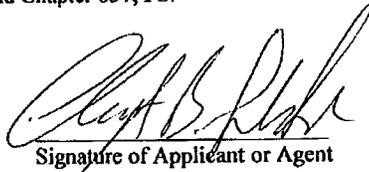
D. This is a Joint Application and is not a Joint Permit. I hereby acknowledge the obligation and responsibility for obtaining all of the required state federal or local permits before commencement of construction. I also understand that before commencement of this proposed project, I must be granted separate permits or authorizations from the U.S. Corps of Engineers, the U.S. Coast Guard, the Department of Environmental Protection and the Delegated Water Management District (where applicable), as necessary.

Form #: 62-312.900(1)  
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in the Waters of Florida  
Effective Date: October 30, 1991

E. I am familiar with the information contained in this application, and that to the best of my knowledge and belief, such information is true, complete and accurate, I further certify that I possess the authority to undertake the proposed activities or am acting as the duly authorized agent of the applicant. I understand that knowingly making any false statement or representation in this application is a violation of Section 403.161, ES. and Chapter 837, FS.

Garlick Environmental Associates, Inc.

Clayton Studstill  
Typed/Printed Name of Applicant or Agent

  
Signature of Applicant or Agent

11-1-10  
Date

(Corporate Title if applicable)

AN AGENT MAY SIGN ABOVE IF APPLICANT COMPLETES THE FOLLOWING:

I hereby designate and authorize the agent listed above to act on *my* behalf as my agent in the processing of this permit application and to furnish on request, supplemental information in support of the application.  
Gulf County Board of County Commissioners  
Carmen McLemore, Chairman

\_\_\_\_\_  
Typed/Printed Name of Applicant

XX \_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

(Corporate Title if applicable)

15. For your information: Section 370.034, Florida Statutes, requires that all dredge and fill equipment owned, used, leased, rented or operated in the state shall be registered with the Department of Natural Resources. Before selecting your contractor or equipment you may wish to determine if this requirement has been met. For further information, contact the Chief of the Bureau of Saltwater Licenses and Permits, Department of Natural Resources, 3900 Commonwealth Blvd, Tallahassee- Florida 32399. Telephone No. (904) 487-3122. This is not a requirement for a permit from the Department of Environmental Regulation.

18 U.S.C. Section 1001 provides that, Whoever, in any manner within the jurisdiction of any department or agency of The United States knowingly and willfully falsifies, conceals, or covers up by any trick, scheme, or device a material fact or makes any false, fictitious or fraudulent statements or representations or makes or uses any false writing or document knowing same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than five years, or both.

16. Please submit this completed form, with attached drawings and the complete DEP processing fee to the appropriate DEP or Delegated WMD office with jurisdiction over the project site.

**PREPARED BY: GARLICK ENVIRONMENTAL ASSOCIATES, INC.**

P. O. BOX 385, APALACHICOLA FLORIDA 32329-0385 (850) 653-8899 FAX (850) 653-9656 garlick@garlickenv.com

LB No. 7415

APPLICANT/CLIENT: GULF COUNTY BOARD OF COUNTY COMMISSIONERS JOB: 10-107

WATERBODY/CLASS: CHIPOLA RIVER

PURPOSE: ENVIRONMENTAL PERMITTING

PROJECT LOCATION / USGS: WEWAHITCHKA / GULF COUNTY

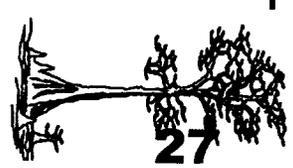
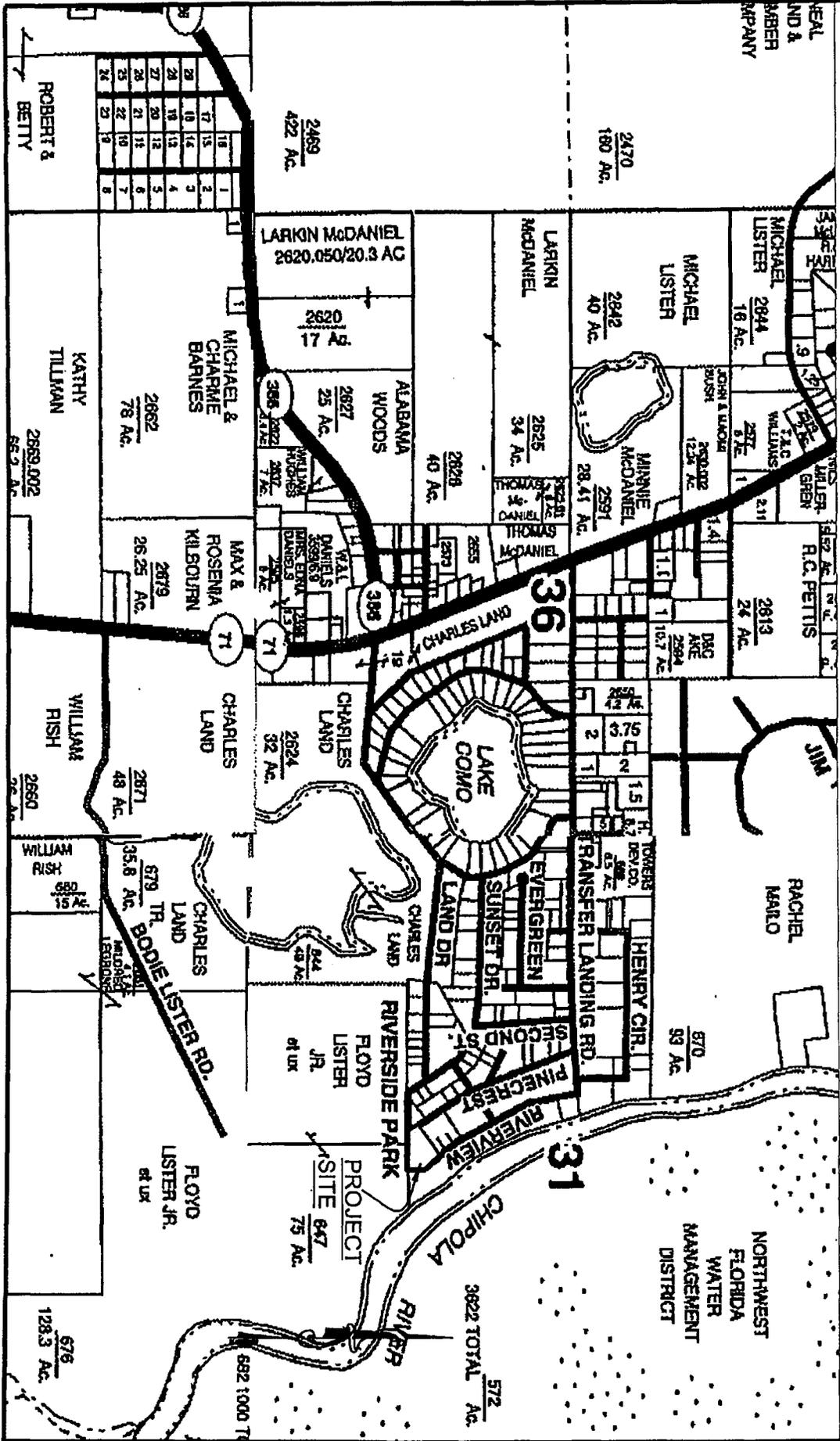
LATITUDE: 20° 5' 17.93"

LONGITUDE: 85° 10' 44.27"

OTHER: LAND'S LANDING BOAT RAMP  
 DATE: OCTOBER 29, 2010  
 SHEET: 1/4

SECTION: 31 TOWNSHIP: 4

RNG: 9



**PREPARED BY: GARLICK ENVIRONMENTAL ASSOCIATES, INC.**

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WATERBODY/CLASS: CHIPOLA RIVER

PURPOSE: ENVIRONMENTAL PERMITTING

PROJECT LOCATION / USGS: WEWAHITCHKA / GULF COUNTY

LATTITUDE: 20° 5' 17.93"

LONGITUDE: 85° 10' 44.27"

SECTION: 31 TOWNSHIP: 4

RNG: 9

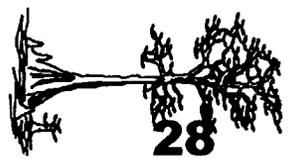
DEP:

COE:

OTHER: LAND'S LANDING BOAT RAMP

DATE: OCTOBER 29, 1010

SHEET: 2/4



PREPARED BY: GARLICK ENVIRONMENTAL ASSOCIATES, INC.

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LATITUDE: 20° 5' 17.93"

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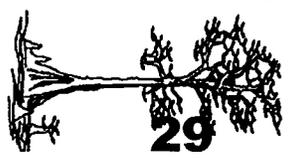
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COE:

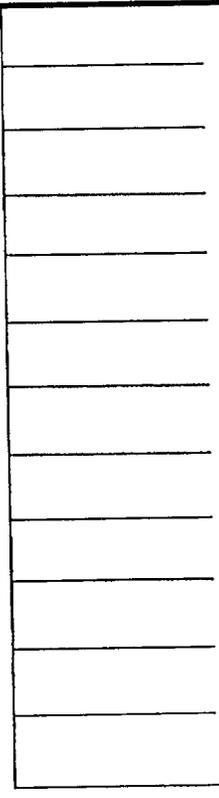
OTHER: LAND'S LANDING BOAT RAMP

DATE: OCTOBER 29, 2010

SHEET: 3/4



PARKING



EXISTING DOCK

EXISTING BOAT RAMP

RAMP REPAIR AREA

CHIPOLA RIVER

LANDWARD LIMITS OF WATERS OF THE U. S.

LANDWARD LIMITS OF WATERS OF THE U. S.

SCALE 1" = 30'

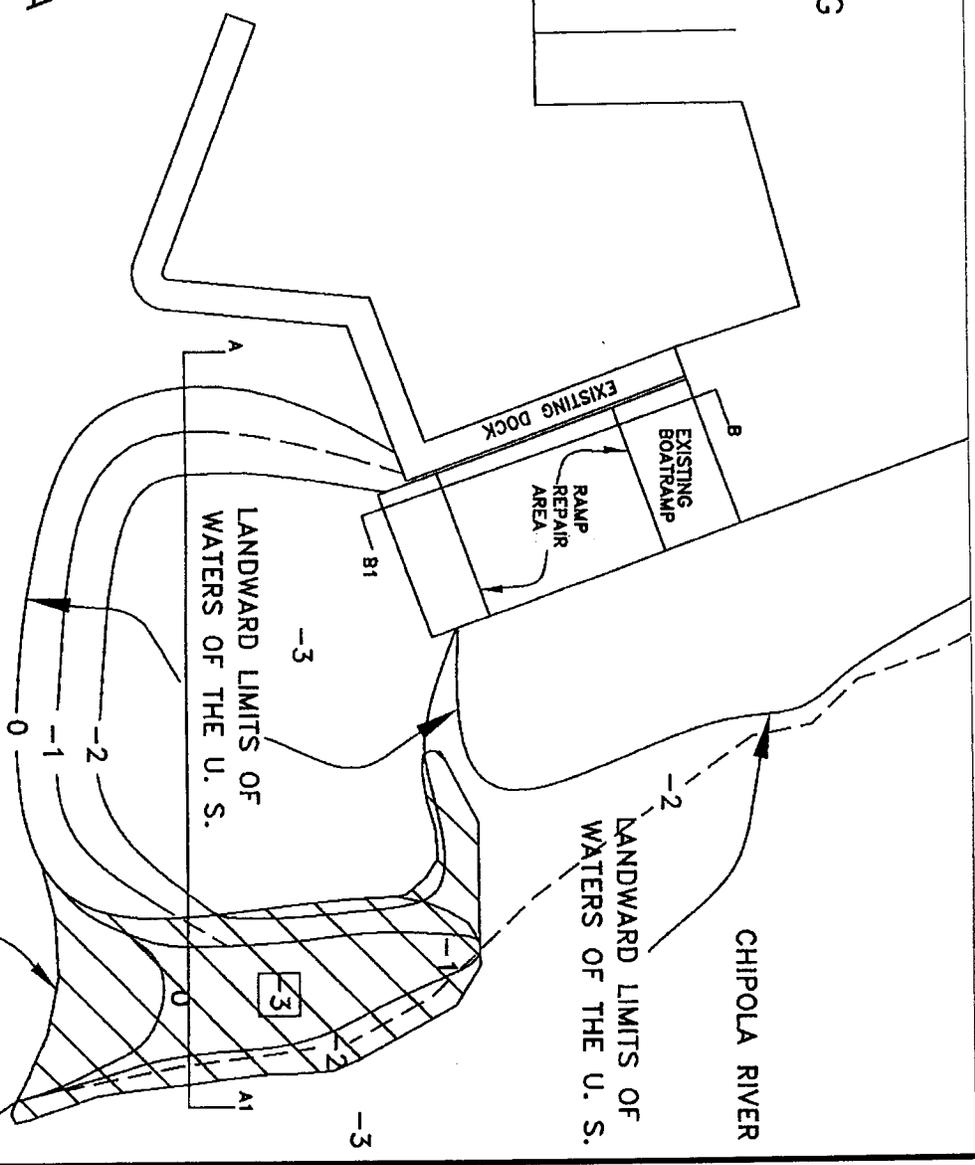
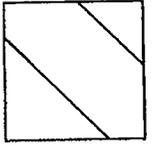


PROPOSED EXCAVATION AREA

2003 SQ FT

0.046 ACRES

148 CUBIC YARDS



PREPARED BY: GARLICK ENVIRONMENTAL ASSOCIATES, INC.

P. O. BOX 385, APALACHICOLA FLORIDA 32329-0385 (850) 653-8899 FAX (850) 653-9656 garlick@garlickenv.com

LB No. 7415

APPLICANT/CLIENT: GULF COUNTY BOARD OF COUNTY COMMISSIONERS JOB: 10-107

WATERBODY/CLASS: CHIPOLA RIVER DEP:

PURPOSE: ENVIRONMENTAL PERMITTING COE:

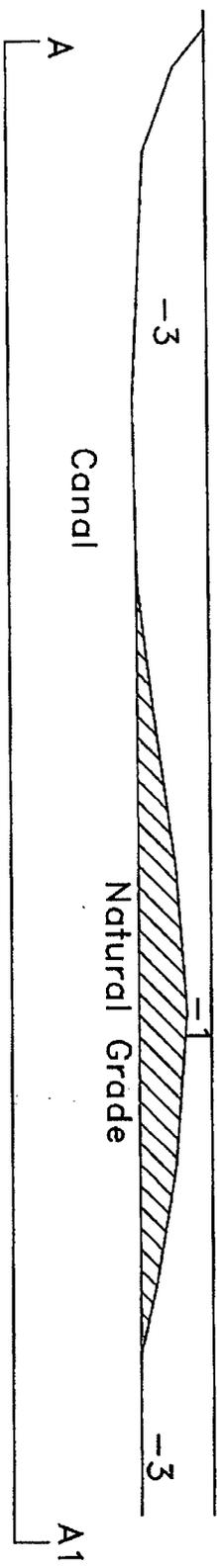
PROJECT LOCATION / USGS: WEWAHITCHKA / GULF COUNTY OTHER: LAND'S LANDING BOAT RAMP

LATITUDE: 20° 5' 17.93" DATE: OCTOBER 29, 1010

LONGITUDE: 85° 10' 44.27" SHEET: 4/4

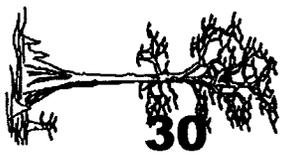
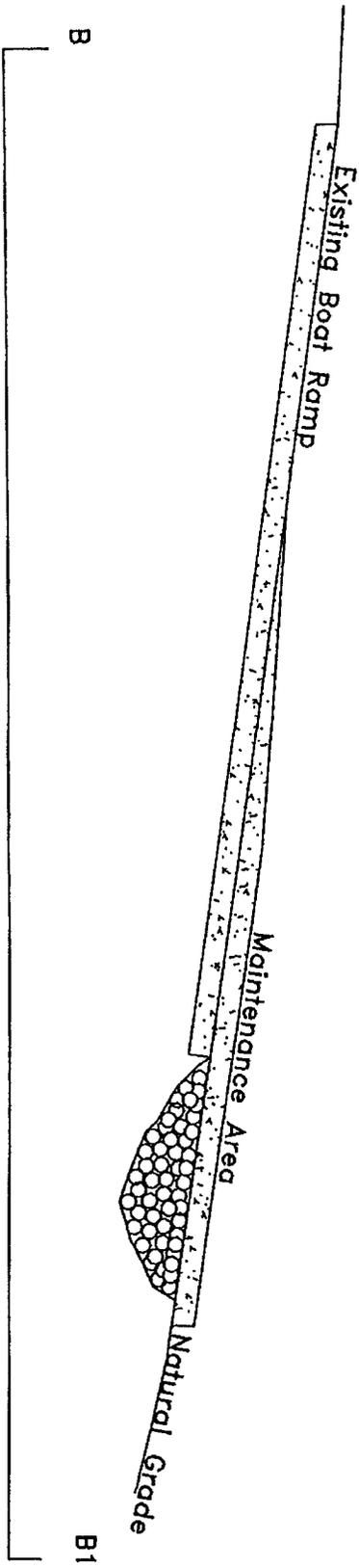
SECTION: 31 TOWNSHIP: 4 RANG: 9

Cross Section  
Proposed Maintenance  
Dredging  
NTS




 PROPOSED  
 EXCAVATION AREA  
 2003 SQ. FT.  
 0.046 ACRES  
 148 CUBIC YARDS

Cross Section  
Boat Ramp  
Maintenance  
NTS



**BOARD OF COUNTY COMMISSIONERS  
GULF COUNTY, FLORIDA  
OFFICE OF THE COUNTY ATTORNEY**

**Timothy J. McFarland, General Counsel  
326 Reid Ave., Port St. Joe, FL 32456, Phone (850) 227-3113, Fax (850) 227-2113**

November 2, 2010

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

**INVOICE FOR PROFESSIONAL SERVICES RENDERED  
OCTOBER, 2010**

Total professional hours expended for October, 2010 - 84.1

67.3 hours @ \$100.00 per hour \$6,730.00

16.8 hours @ \$125.00 per hour \$2,100.00

**COSTS:**

West Law Fees \$ 189.00

**TOTAL AMOUNT DUE: \$9,019.00**

**BCC APPROVED**

DATE \_\_\_\_\_ D.C. \_\_\_\_\_

ACCT. # 21314-31100

2010 NOV -2 11:10:54

# Proclamation

## Gulf County

### Board of Commissioners

*WHEREAS, the most precious gift of all is giving of yourself in service to your fellow man, and*

*WHEREAS, our nation was founded by volunteers who risked their lives for their fellow man to establish a government of the citizens unlike anywhere else in the world, and*

*WHEREAS, the Gulf County Board of Commissioners believes in citizen involvement in the improvement of our society, and*

*WHEREAS, those who volunteer their services clearly believe, as did John F. Kennedy, that happiness is defined as "the full use of your powers along lines of excellence", and*

*WHEREAS, this dedication to civic duty results in a great benefit to our communities.*

*NOW, THEREFORE, BE IT PROCLAIMED that the Gulf County Board of Commissioners officially recognizes*

*Chuck Edwards*

*For dedicated service to the Gulf Coast Workforce Board.*

---

*Gulf County Commission*

## RESOLUTION 2010-47

**WHEREAS**, the Gulf County Board of County Commissioners of Gulf County, Florida, has unanticipated revenue in the C.D.B.G. Fund, St Joe Fire Control District Fund, Tupelo Fire District and Overstreet Fire District Fund for fiscal year 2009-2010 and

**WHEREAS**, said revenue is needed to help pay certain expenditures incurred in fiscal year 2009-2010,

**NOW, THEREFORE, BE IT RESOLVED** as follows:

1. The 2009-2010 fiscal year budget be amended as follows:

### C.D.B.G. Fund

	Original Budget	Increase	Decrease	Amended Budget
<i>Expenditures:</i>				
<i>C.D.B.G. Housing:</i>				
113554-31000 Professional Srvs	0.00	4,000.00	-	4,000.00
<i>C.D.B.G. Sewer Services:</i>				
113535-31000 Professional Srvs	0.00	4,000.00	-	4,000.00
<i>C.D.B.G. Flood Control:</i>				
113538-31000 Professional Srvs	0.00	30,000.00	-	30,000.00
<i>Revenue:</i>				
<i>C.D.B.G. Disaster Recovery Grant:</i>				
11331-39000 Other Physical Environ	0.00	34,000.00	-	34,000.00
<i>C.D.B.G. Disaster Recovery Grant:</i>				
11331-50000 Economic Environ	0.00	4,000.00	-	4,000.00

### St. Joe Fire Control District Fund

	Original Budget	Increase	Decrease	Amended Budget
<i>S. Gulf FD Expenditures:</i>				
32922-52000 Operating Supp	24,766.20	12,815.00	-	37,581.20
<i>Revenue:</i>				
10631-20000 Pub Safety Grt	-	12,815.00	-	12,815.00

**BCC APPROVED**

DATE \_\_\_\_\_ D.C. \_\_\_\_\_

**Tupelo Fire District Fund**

	<b>Original Budget</b>	<b>Increase</b>	<b>Decrease</b>	<b>Amended Budget</b>
<b>SMCFD Expenditures:</b>				
31722-64001 Equip>\$5,000	-	3,936.00	-	3,936.00
<b>Revenue:</b>				
10731-20000 Pub Safety Grt	-	3,936.00	-	3,936.00

**Overstreet Volunteer Fire Department Fund**

	<b>Original Budget</b>	<b>Increase</b>	<b>Decrease</b>	<b>Amended Budget</b>
<b>Expenditures:</b>				
32622-52000 Operating Supp	10,370.00	7,000.00	-	17,370.00
<b>Revenue:</b>				
10831-20000 Pub Safety Grt	-	7,000.00	-	7,000.00

**THIS RESOLUTION ADOPTED** by the Gulf County Board of County Commissioners this the 9th day of November, 2010.

\_\_\_\_\_  
**Carmen L. McLemore, Chairman**

**ATTEST:**

\_\_\_\_\_  
**Rebecca L. Norris, Clerk**

TRAVEL: FY10/11 FLORIDA ASSOCIATION OF COUNTIES  
CONFERENCES

TRAVEL: FY10/11 NATIONAL ASSOCIATION OF  
COUNTIES CONFERENCES

**BCC APPROVED**

DATE \_\_\_\_\_ D.C. \_\_\_\_\_

2010/11-2 11/1/10

## Public Notice

A Public Hearing will be held at the Board of County Commissioners (BOCC) meeting on Tuesday, November 9, 2010 at 6:00 p.m. EST. The public hearings will be held in the BOCC Meeting Room at the Robert M. Moore Administration Building, 1000 Cecil G. Costin Sr. Blvd., Port St. Joe, Florida. The public hearings will be to discuss and act on the following:

**AN ORDINANCE AMENDING THE GULF COUNTY COMPREHENSIVE PLAN PER THE REQUIREMENTS OF FLORIDA STATUE 163.3177 FOR YEARLY UPDATING THE CAPITAL IMPROVEMENTS ELEMENT AND THE GULF COUNTY FIVE-YEAR CAPITAL IMPROVEMENT SCHEDULE; PROVIDING FOR REPEAL OF ORDINANCE IN CONFLICT THEREWITH, PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.**

The public is encouraged to attend and be heard on this matter. The ordinance and contents are on file with the Clerk of Court and at the Planning Department, Room 312 in the Robert M. Moore Administration Building, 1000 Cecil G. Costin, Sr. Blvd., Port St. Joe, FL.

Ad #2010-78

Date: October 28, 2010

Invoice: Gulf County Planning Department

Size: **Headline no smaller than 18 point**

**Must be at least 2 columns wide by 10 inches long**

**Must not appear in the newspaper portions where legal notices and classified advertisements appear**

**Proof advertisement is required**

# NOTICE OF SMALL SCALE MAP AMENDMENT LAND USE CHANGE

The Gulf County Board of County Commissioners proposes to adopt by ordinance the following:

## ORDINANCE NO. 2010 –

**AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF GULF COUNTY, FLORIDA BY AND THROUGH PROCEDURES REQUIRED FOR SMALL-SCALE MAP AMENDMENT PURSUANT TO AUTHORITY UNDER STATE STATUES SECTION 163.3187; SPECIFICALLY CHANGING; PARCEL ID 03337-025R, 3.17 ACRES OF LAND LYING AND BEING PART OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 11 WEST, GULF COUNTY, FLORIDA FROM AGRICULTURAL TO RESIDENTIAL; PROVIDING AN EFFECTIVE DATE.**

A Public Hearing on this ordinance will be held at the Gulf County Board of County Commissioners meeting on Tuesday, November 9, 2010, at 6:00 p.m. EST, in the Gulf County Commission Meeting Room at the Gulf County Court House, 1000 Cecil G. Costin, Sr. Blvd., Port St. Joe, FL. A copy of the ordinance is available for inspection at the Gulf County Court House in the Clerk's Office.

All interested parties are encouraged to appear at the meeting to be heard regarding the consideration of the comprehensive plan amendment ordinance.

Graphic location map to be published with ad text.

Ad #2010-79

Date: November 4, 2010

Invoice: Gulf County Planning Department

Size: **Headline no smaller than 18 point**

**Must be at least 2 columns wide by 10 inches long**

**Must not appear in the newspaper portions where legal notices and classified advertisements appear**

**Map attached**

**Proof of Publication required**