

August 6, 2013

**Comprehensive Plan Update Public Hearing
5:00 p.m.**

**Regular Public Meeting
6:00 p.m.**

**Commission Chamber
City Hall
Port St. Joe, Florida**



City of Port St. Joe

Mel Magidson, Mayor-Commissioner
William Thursbay, Commissioner, Group I
Bo Patterson, Commissioner, Group II
Phil McCroan, Commissioner, Group III
Rex Buzzett, Commissioner, Group IV

[All persons are invited to attend these meetings. Any person who decides to appeal any decision made by the Commission with respect to any matter considered at said meeting will need a record of the proceedings, and for such purpose 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. The Board of City Commission of the City of Port St. Joe, Florida will not provide a verbatim record of this meeting.]

BOARD OF CITY COMMISSION

Regular Public Meeting

6:00 p.m.

City Hall

Commission Chamber

Tuesday August 6, 2013

Call to Order

Consent Agenda

Minutes

- Workshop Meeting 7/16/13 Pages 1
- Regular Meeting 7/16/13 Pages 2-5
- Workshop Meeting 7/23/13 Pages 6-18

City Attorney

- Interlocal Agreement- Update
- Ordinance 490- Parking Requirements Pages 19-20
 - First Reading

Old Business

- Lighthouse- Update
- Chipola Pump Station Motor Replacement- Update
- Commission Chambers Upgrades-Update
- Tree Removal- Gulf Pines Hospital- Update
- Regions Bank Loan
 - Finance Committee Recommendation
- League of Cities Annual Conference- Update
- Sandwich Signs on Highway 98
- Ordinance 445- Interment Fees, Comm. Patterson Pages 21-23

New Business

- Landscaping Contracts
 - Coastal Design & Landscape Pages 24-31
 - Gulf Coast Property Services Pages 32-33
- Utility Rates Page 34
- Engineering Inspection Services- CDBG Water Line Project Pages 35
- Affordable Housing
- Road Bonds- Comm. Buzzett

Public Works

- Update

Surface Water Plant

- Update

Waste Water Plant

- **Update**

City Engineer

- **Traffic Study- Update**
- **Water Distribution Phase II- Update**
- **Water Study- Update**

Code Enforcement

- **Update**

Page 36

Police Department

- **Update**

PSJRA

- **Update**

City Clerk

- **Update**

Citizens to be Heard

Discussion Items by Commissioners

Motion to Adjourn

MINUTES OF THE 2013 / 2014 BUDGET WORK MEETING OF THE BOARD OF CITY COMMISSIONERS FOR THE CITY OF PORT ST. JOE FLORIDA, HELD IN THE COMMISSION CHAMBER AT CITY HALL, July 16, 2013, AT 5:00 P.M.

The following were present: Mayor Magidson, Commissioners Buzzett, McCroan, Patterson and Thursbay. City Manager Jim Anderson, City Clerk Charlotte Pierce, Attorney Tom Gibson, Financial Analyst Mike Lacour, Surface Water Treatment Plant Supervisor Larry McClamma and Wastewater Treatment Plant Supervisor Lynn Todd were also present.

The purpose of the Workshop was to review the Ad Valorem Tax, Capital Items and BP Funds.

A matrix of the current millage and increments of .25, .50, .75 and 1 mill was provided for review listing Capital Expenditures that are in the current proposed budget and the items that are not by fund.

Due to time constraints, the BP Funds were not discussed in depth and will be scheduled for a separate meeting.

Mayor Magidson adjourned the Workshop at 5:55 P.M.

Approved this _____ day of _____ 2013.

Mel C. Magidson, Jr., Mayor

Charlotte M. Pierce, City Clerk

MINUTES OF THE REGULAR MEETING OF THE BOARD OF CITY COMMISSIONERS FOR THE CITY OF PORT ST. JOE, FLORIDA, HELD IN THE COMMISSION CHAMBER AT CITY HALL, July 16, 2013, AT 6:00 P.M.

The following were present: Mayor Magidson, Commissioners Buzzett, McCroan, Patterson and Thursbay. City Manager Jim Anderson, City Clerk Charlotte Pierce and City Attorney Tom Gibson were also present.

CONSENT AGENDA

Minutes

A Motion was made by Commissioner McCroan, second by Commissioner Patterson, to approve the Minutes of the Regular Meeting of July 2, 2013. All in Favor; Motion carried 5-0.

CITY ATTORNEY – Tom Gibson

Soccer Field Deed

Mr. Gibson shared that the Gulf County School Board had approved the offer from the City and a deed will need to be executed and recorded.

Comprehensive Plan Amendment

The amendment will be presented to the Planning and Development Review Board (PDRB) at their August 13, 2013, meeting. If recommended, it will be presented to the City for their approval at the August 20, 2013, meeting and then transmitted to the Department of Economic Opportunity. A meeting of all project stakeholders will be held on August 6, 2013, at 5:00 P.M., as deliverables are due by August 15, 2013.

Interlocal Agreement

Mr. Gibson did not have any new information to report at this time.

Parking Ordinance – Request to Advertise

A Motion was made by Commissioner Thursbay, second by Commissioner Buzzett, to advertise the Parking Ordinance. All in Favor; Motion carried 5-0.

CITY MANAGER'S REPORT

Old Business

Lighthouse Update

Clay Smallwood, III, of Preble-Rish (PRI) noted that bidding of the project will be advertised on August 1 and 8, 2013; a mandatory Pre-Bid Meeting will be held on August 15, 2013, at 10:00 A.M., at the office of PRI; Bids will be received and opened on August 29, 2013, at 3:00 P. M. at City Hall, and a recommendation to award will be made to the City Commission on September 3, 2013.

Chipola Pump Station Motor Replacement

Mr. Anderson shared that the motor was fired up today and appears to be running well. The new motor will be the primary and the old pump will be run weekly to keep it operational.

Commission Chamber Upgrades

Mr. Anderson noted that the new doors arrived today and we are still waiting on a bracket for the power point unit.

Tree Removal Gulf Pines Hospital

Kim Hunter of H & H Tree Service has this on his schedule and anticipates having the trees removed soon.

Regions Bank Loan Update

Mr. Anderson shared that there have been several conversations with Regions Bank and he anticipates an update in a few days. When received, this information will be given to the finance committee for their review.

League of Cities Annual Conference

Commissioner Patterson and Attorney Gibson will be attending the 87th Florida League of Cities Conference August 15 – 17, 2013, in Orlando.

Sandwich Signs on Highway 98

After discussion, this was tabled for review.

Highway 98 and Highway 71 Red light Signal

The light continues to be an issue and a Motion was made by Commissioner McCroan, second by Commissioner Thursbay, to replace the loop at a cost of between \$1,200 and \$1,500. All in Favor; Motion carried 5-0.

New Business

Computer Contract

A Motion was made by Commissioner Buzzett to advertise for a computer contract to cover computer maintenance and any upgrades that may be needed. Due to a lack of a second, Mayor Magidson passed the chair to Mayor Pro-tem Buzzett to second the Motion. All in Favor; Motion carried 5-0. Mayor Pro-tem Buzzett returned the chair to Mayor Magidson.

Ad Valorem Taxes – Proposed Millage Rate

A Motion was made by Commissioner McCroan, second by Commissioner Patterson, for the preliminary Millage rate on the DR 420 to be 4.5914 to start the budgetary process. All in Favor; Motion carried 5-0.

Water Supply at Frank Pate Park

A Motion was made by Commissioner Thursbay, second by Commissioner Buzzett, to keep the outside water supply at Frank Pate Park locked unless there is a fund raising event. All in Favor; Motion carried 5-0.

Tenth Street Ball Fields

Commissioner Thursbay expressed his concerns about the three baseball fields on Tenth Street that are used by the boys' leagues. Clay Smallwood, III, of Preble-Rish will work with Commissioner Thursbay and City staff to determine a plan of action for the fields. In addition to the fields, the main storm water drain through the park needs to be looked at.

Workers' Compensation – City Policy

Florida Statute 440.15 (11) Full-Pay Status For Certain Law Enforcement Officers was discussed by Chief Barnes and the Commission. "Any law enforcement officer as defined in s. 943.101 (1), (2), or (3), who, while acting within the course of employment as provided by s. 440.091 is maliciously or intentionally injured and who thereby sustains a job-connected disability compensable under this chapter shall be carried in full-pay status rather than being required to use sick, annual or other leave." Currently, Workers' Comp pays 66 2/3% of the employee's, other than law enforcement officers, regular pay leaving them short 33 1/3% per check. Since there is no City Policy addressing this issue, Mr. Anderson asked that the Commission consider paying the 33 1/3% when an employee is out due to an accident at work so that all City employees would receive the same compensation. After discussion, no action was taken by the Commission.

Public Works

Mr. Grantland was not at the meeting and Clay Smallwood, III, of Preble Rish addressed the request to include funding of the Highland View Water Line in the Phase II Water Line Replacement. He will talk with officials of the State Revolving Fund to see if this would be allowable.

Surface Water Plant – Larry McClamma

The CDM-Smith study is being reviewed. No flushing of the lines is being done during this study and the City is due for sampling next month. Mr. Smallwood will contact CDM-Smith to see if they have completed their testing and allow the line flushing to resume.

Commissioner Buzzett shared that he had talked with Jon Steverson, Executive Director of Northwest Florida Water Management District (NFWMD). The NFWMD would like to see the City of Port St. Joe become a regional water supplier and Mr. Steverson thought there could possibly be funding for a feasibility study to cover the 17 miles of the fresh water canal with pipe from the Chipola Station to the Surface Water Treatment Plant.

Commissioner Buzzett also asked that the City consider requesting funding from NFWMD to update, upgrade and renovate the second pump currently on location for back up and to purchase a new caterpillar diesel.

Commissioner Buzzett would like to facilitate a meeting between NFWMD, a representative of Preble-Rish, and himself for the purpose of seeking funding for these items. Mayor Magidson tasked Commissioner Buzzett with this project.

Wastewater Plant – Lynn Todd

Hydro International and North Florida Construction are working on the Grit King issues.

A Wastewater Plant employee will be sitting for their Class C Wastewater License next week.

City Engineer – Clay Smallwood

Traffic Study Update

Mr. Smallwood anticipates submitting the data at the end of this month.

Water Distribution Phase II Update

The project is currently out for bid.

Water Study Update

Mr. Smallwood expects to receive a memo this week on the status of the project.

A late email was received this afternoon from USDA with several questions on the MLK Sidewalk project. Mr. Smallwood will be responding to their questions tomorrow.

Code Enforcement

Mr. Burkett's report was reviewed, no action was required by the Commission.

Police Department – Chief Barnes

Chief Barnes requested that he be allowed to meet with attorney Tom Gibson concerning the current Golf Cart Ordinance.

Commissioner Thursbay requested that police officers patrol the neighborhoods more and especially during the evening and night shifts. Recent car break-ins have raised concerns and citizens have requested more visibility in the neighborhoods.

Port St. Joe Redevelopment Association (PSJRA) – Gail Alsobrook

Lighthouse Foundation Construction Grant Management

Ms. Alsobrook requested resolution as to who will manage the \$30,000 Coastal Partnership Initiative Grant for the lighthouse foundation. Mr. Anderson and Ms. Alsobrook are to meet on this.

Rain has created a problem for construction and the company hopes to be back on schedule shortly.

New Banners

The new banner series is up and Ms. Alsobrook expressed her appreciation for having the banners in place before the 100th Birthday Celebration festivities.

City Clerk – Charlotte Pierce

The clerk did not have anything to report at this time.

Citizens to be heard

No one asked to address the Commission.

Discussion Items by Commissioners

Commissioner Thursbay had read an article about the Surface Water Treatment in Dalton, Georgia that is very similar to our plant. He asked about the possibility of some of their workers visiting our plant and offering suggestions as to what they are doing at their plant.

He also expressed his appreciation to Stacy Strickland for his many years of hard work and upkeep on the Tenth Street Baseball Fields.

Commissioner Patterson had visited Jetty Park, pulled some of the weeds that are so prolific and noted that, with City help, the park is looking better.

The old Arizona Chemical Plant property that is now owned by the Port Authority is an eyesore and Commissioner Patterson asked that inmate crews be used to clean the area.

A number of the St. Joe Company lots continue to be a blight to the City's entrance way. Commissioner Patterson requested that the company clean up the areas outside of their fences to the City right of way as well as the area across the road from Jetty Park.

Commissioner McCroan asked when the meter for monitoring the flushing at Windmark would be installed. Mr. Anderson expects delivery of the meter in two to three weeks.

Commissioner Buzzett requested that the possibility of Gulf County re-issuing road bonds or floating a new road bond be placed on the next agenda for discussion. He would also like to see the new parking area in Frank Pate Park completed.

A Motion was made by Commissioner McCroan, second by Commissioner Thursbay, to adjourn the Meeting at 7:40 P.M.

Approved this _____ day of _____ 2013.

Mel C. Magidson, Jr., Mayor

Charlotte M. Pierce, City Clerk

MINUTES OF THE 2013 / 2014 BUDGET WORK MEETING OF THE BOARD OF CITY COMMISSIONERS FOR THE CITY OF PORT ST. JOE FLORIDA, HELD IN THE COMMISSION CHAMBER AT CITY HALL, July 23, 2013, AT 5:00 P.M.

The following were present: Mayor Magidson, Commissioners Buzzett, McCroan, Patterson and Thursbay. City Manager Jim Anderson, City Clerk Charlotte Pierce and Financial Analyst Mike Lacour were also present. Attorney Tom Gibson was absent.

The purpose of the Workshop was to review the Utility Rates and Non-Departmental (General Fund) portions of the 2013 – 2014 Budget.

A matrix reflecting the 3.50% increase; Financial Analysis and Management System Summary Spreadsheet prepared by Burton and Associates; Ordinance 472 with Exhibits A and B as well as Ordinance 473 including Exhibits A and B were provided for review. Each of these items are attached.

Mayor Magidson adjourned the Workshop at 6:05 P.M.

Approved this _____ day of _____ 2013.

Mel C. Magidson, Jr., Mayor

Charlotte M. Pierce, City Clerk

3,50% INCREASE

	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018
3,000 Gallons						
Water	\$ 33.38	\$ 34.55	\$ 35.76	\$ 37.01	\$ 38.30	\$ 39.64
Sewer	\$ 43.64	\$ 45.17	\$ 46.75	\$ 48.38	\$ 50.08	\$ 51.83
Total	\$ 77.02	\$ 79.72	\$ 82.51	\$ 85.39	\$ 88.38	\$ 91.48
\$ Change		\$ 2.70	\$ 2.79	\$ 2.89	\$ 2.99	\$ 3.09

3.63

4,000 Gallons						
Water	\$ 37.74	\$ 39.06	\$ 40.43	\$ 41.84	\$ 43.31	\$ 44.82
Sewer	\$ 49.39	\$ 51.12	\$ 52.91	\$ 54.76	\$ 56.68	\$ 58.66
Total	\$ 87.13	\$ 90.18	\$ 93.34	\$ 96.60	\$ 99.98	\$ 103.48
\$ Change		\$ 3.05	\$ 3.16	\$ 3.27	\$ 3.38	\$ 3.50

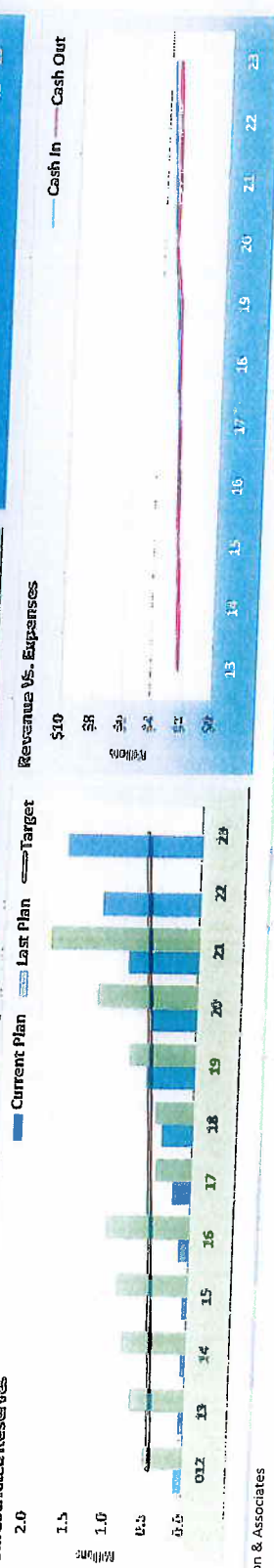
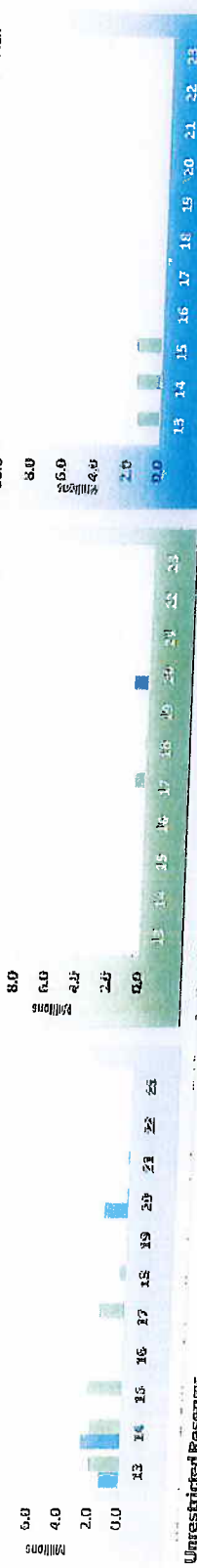
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FAMS - Control Panel

Schedule 9

FINANCIAL ANALYSIS AND MANAGEMENT SYSTEM (FAMS) SUMMARY

Override	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	Check	\$
Active Rate Increases	0.00%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	Cumulative Change	
Last Plan	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	FY 2018	18.8%
Rate Coverage	1.41	1.61	1.47	1.64	1.83	2.03	2.25	2.08	2.20	2.41	2.62	FY 2023	41.1%
SRF Coverage	2.49	2.76	3.12	3.43	3.29	3.39	3.73	4.09	4.47	4.83	5.02	Booster CIP	2020
1.15	1.02	1.57	1.68	2.07	2.49	2.94	3.42	3.45	3.87	4.43	5.02	O&M Spend,	100%
CIP Execution Percentage	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	FY12 Use Red.	0%
Residential	\$33.36	\$4.53	\$5.74	\$6.99	\$8.28	\$9.62	\$11.01	\$12.45	\$13.93	\$15.47	\$17.06	Tfr for CD	YES
Commercial I	\$51.88	\$3.70	\$5.58	\$7.52	\$9.54	\$11.62	\$13.78	\$16.01	\$18.32	\$20.71	\$23.19	Elasticity	0.00
Commercial II	\$246.60	\$255.23	\$261.16	\$273.41	\$282.97	\$292.88	\$303.13	\$313.74	\$324.72	\$336.09	\$347.85	IF for DS	25.0%
Residential Last Plan	\$33.36	\$5.03	\$6.78	\$8.82	\$10.55	\$12.38	\$14.71	\$17.14	\$19.66	\$22.27	\$24.96	Mos. G&M	YES
Commercial I Last Plan	\$51.88	\$4.48	\$7.20	\$10.06	\$13.06	\$16.22	\$19.53	\$23.01	\$26.66	\$30.40	\$34.23		
Commercial II Last Plan	\$246.60	\$258.93	\$271.87	\$285.47	\$299.74	\$314.73	\$330.46	\$346.99	\$364.33	\$382.56	\$401.69		
Capital Projects	10.0	8.0	6.0	4.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0		
Long-Term Borrowing	10.0	8.0	6.0	4.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0		
SRF Loans	10.0	8.0	6.0	4.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0		



Burton & Associates

7/18/2013

Financial Management Plan

FAMS - Control Panel

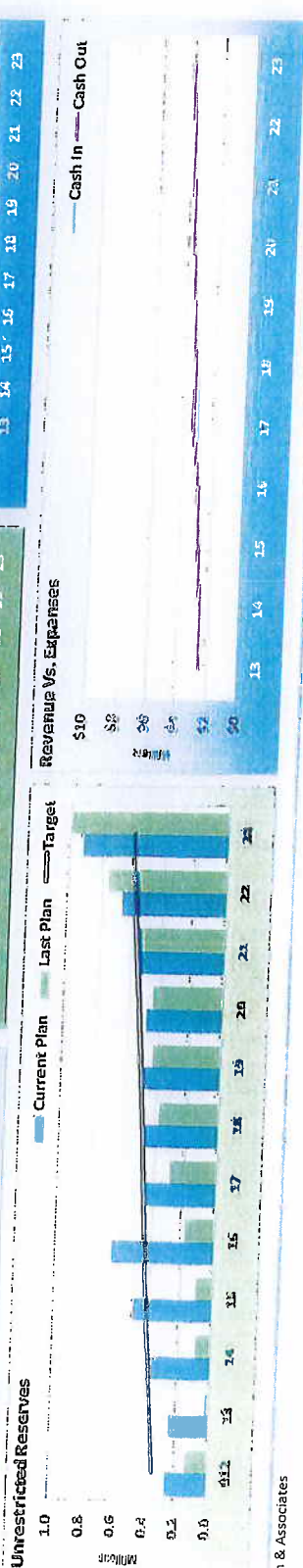
Schedule 9

SAVE CA

FINANCIAL ANALYSIS AND MANAGEMENT SYSTEM (FAMS) SUMMARY

PORT ST. JOE, FL - WASTEWATER SYSTEM

Override ▶	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	Check \$
Active Rate Increase	0.00%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	Cumulative Change
Last Plan	0.00%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%	FY 2018 FY 2023
Rate Covenant	1.43	1.52	1.37	1.48	1.53	1.37	1.27	1.16	1.21	1.29	1.38	2018
SRF Coverage	1.43	1.54	1.42	1.53	1.59	1.44	1.35	1.27	1.34	1.46	1.58	Basin 6
CIP Execution Percentage ▶	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	Basin 10
Residential	\$43.62	\$5.14	\$6.72	\$8.36	\$9.05	\$1.80	\$3.61	\$5.49	\$7.43	\$9.44	\$1.52	Basin 9
Commercial I	\$62.92	\$8.19	\$7.47	\$9.84	\$7.28	\$4.81	\$7.43	\$8.14	\$2.95	\$5.85	\$8.85	1st Lift
Commercial II	\$262.96	\$272.16	\$281.89	\$291.55	\$301.76	\$312.31	\$323.24	\$334.36	\$346.27	\$358.39	\$370.93	Tfr for CD
Residential Last Plan	\$43.62	\$5.58	\$7.63	\$9.77	\$12.01	\$14.38	\$16.80	\$19.35	\$22.03	\$24.82	\$27.73	O&M Spend
Commercial I Last Plan	\$62.99	\$8.82	\$8.78	\$11.88	\$15.11	\$18.49	\$21.03	\$23.72	\$26.58	\$29.61	\$32.82	Elasticity
Commercial II Last Plan	\$262.96	\$274.75	\$287.15	\$300.08	\$313.58	\$327.70	\$342.45	\$357.85	\$373.96	\$390.78	\$408.37	IF for DS
Capital Projects	10.0	8.0	6.0	4.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	Mos. O&M
	10.0	8.0	6.0	4.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	3.00



7/18/2013

Financial Management Plan

Burton & Associates

ORDINANCE NO. 472

AN ORDINANCE OF THE CITY OF PORT ST. JOE, FLORIDA, AMENDING ORDINANCE 453, ESTABLISHING NEW BASE RATES BY CUSTOMER CLASSIFICATION; ESTABLISHING NEW VOLUME CHARGE, ESTABLISHING NEW ANNUAL ADJUSTMENTS TO THE BASE RATES AND VOLUME CHARGES; PROVIDING FOR REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Joe owns and operates a water treatment facility that provides potable water to the city and surrounding areas; and

WHEREAS, the City of Port St. Joe has caused to be conducted by Burton and Associates, Inc., a rate study of the city water rates; and,

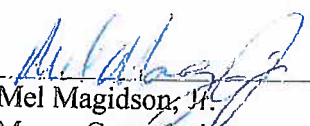
WHEREAS, the rate study found that the water rate increases provided for in Ordinance 453 were higher than necessary to meet the long term water needs of the City and the surrounding areas; and

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF PORT ST. JOE, FLORIDA, as follows:

1. Paragraph 2 of Ordinance 453 covering Monthly Base Rate Schedule and Usage Charge Volume Charge Rate Schedule as shown in Exhibit A attached hereto is hereby amended as shown in Exhibit B attached hereto.
2. Beginning 2016, the base rate and the volume charge shall be adjusted each year on October 1 to reflect the changes in the consumer price index, as published by U.S. Department of Labor.
3. Water rates set forth in Exhibit "B" shall be retroactive to October 1, 2011.
4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.
5. If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder shall not be affected by such invalidity.
6. This ordinance shall become effective as provided by law.


DULY PASSED AND ADOPTED by the Board of City Commissioners of Port
St. Joe, Florida, this 4th day of October, 2011.

The City of Port St. Joe



Mel Magidson, Jr.
Mayor-Commissioner

ATTEST:



James A. Anderson
City Clerk-Auditor

EXHIBIT "A"

Monthly Base Rate Schedule

<i>Effective Date:</i>	10/12/2010	10/1/2011	10/1/2012	10/1/2013	10/1/2014
<u>Customer Classification</u>					
Residential	\$ 20.84	\$ 22.51	\$ 24.31	\$ 26.25	\$ 28.35
Commercial I	\$ 31.26	\$ 33.76	\$ 36.46	\$ 39.38	\$ 42.53
Commercial II	\$ 62.52	\$ 67.52	\$ 72.92	\$ 78.75	\$ 85.05
Irrigation Only Meter	\$ 20.84	\$ 22.51	\$ 24.31	\$ 26.25	\$ 28.35
Hydrants	\$ 16.67	\$ 18.00	\$ 19.44	\$ 21.00	\$ 22.68

Usage Charge Volume Charge Rate Schedule (per 1,000 gallons or portion thereof)

<i>Effective Date:</i>	10/1/2010	10/1/2011	10/1/2012	10/1/2013	10/1/2014
<u>Residential</u>					
0 – 3,000	\$ 3.14	\$ 3.39	\$ 3.66	\$ 3.95	\$ 4.27
3,001 – 6,000	\$ 3.95	\$ 4.27	\$ 4.61	\$ 4.98	\$ 5.38
6,001 – 9,000	\$ 6.16	\$ 6.65	\$ 7.18	\$ 7.75	\$ 8.37
9,000 +	\$ 9.61	\$ 10.38	\$ 11.21	\$ 12.11	\$ 13.08
<u>Commercial I, Commercial II & Hydrants</u>					
	\$ 3.95	\$ 4.27	\$ 4.61	\$ 4.98	\$ 5.38
<u>Irrigation Only Meter</u>					
0 – 9,000	\$ 6.16	\$ 6.65	\$ 7.18	\$ 7.75	\$ 8.37
9,000 +	\$ 9.61	\$ 10.38	\$ 11.21	\$ 12.11	\$ 13.08

EXHIBIT "B"

Monthly Base Rate Schedule

<i>Effective Date:</i>	10/1/2011	10/1/2012	10/1/2013	10/1/2014	10/1/2015
<u>Customer Classification</u>					
Residential	\$ 21.88	\$ 22.97	\$ 24.12	\$ 25.33	\$ 26.60
Commercial I	\$ 32.82	\$ 34.46	\$ 36.18	\$ 37.99	\$ 39.89
Commercial II	\$ 65.65	\$ 68.93	\$ 72.38	\$ 76.00	\$ 79.80
Irrigation Only Meter	\$ 21.88	\$ 22.97	\$ 24.12	\$ 25.33	\$ 26.60
Hydrants	\$ 17.50	\$ 18.38	\$ 19.30	\$ 20.27	\$ 21.28

Usage Charge Volume Charge Rate Schedule (per 1,000 gallons or portion thereof)

<i>Effective Date:</i>	10/1/2011	10/1/2012	10/1/2013	10/1/2014	10/1/2015
<u>Residential</u>					
0 - 3,000	\$ 3.30	\$ 3.47	\$ 3.64	\$ 3.82	\$ 4.01
3,001 - 6,000	\$ 4.15	\$ 4.36	\$ 4.58	\$ 4.81	\$ 5.05
6,001 - 9,000	\$ 6.47	\$ 6.79	\$ 7.13	\$ 7.49	\$ 7.86
9,000 +	\$ 10.09	\$ 10.59	\$ 11.12	\$ 11.68	\$ 12.26
<u>Commercial I, Commercial II & Hydrants</u>					
All Use	\$ 4.15	\$ 4.36	\$ 4.58	\$ 4.81	\$ 5.05
<u>Irrigation Only Meter</u>					
0 - 9,000	\$ 6.47	\$ 6.79	\$ 7.13	\$ 7.49	\$ 7.86
9,000 +	\$ 10.09	\$ 10.59	\$ 11.12	\$ 11.68	\$ 12.26

ORDINANCE NO. 473

AN ORDINANCE OF THE CITY OF PORT ST. JOE, FLORIDA, AMENDING ORDINANCE 454, ESTABLISHING NEW BASE RATES BY CUSTOMER CLASSIFICATION, ESTABLISHING A NEW VOLUME CHARGE, ESTABLISHING NEW ANNUAL ADJUSTMENTS TO THE BASE RATES AND VOLUME CHARGES, PROVIDING FOR REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Joe owns and operates a wastewater treatment facility that serves the city and surrounding areas; and

WHEREAS, the City of Port St. Joe has caused a rate study of its wastewater rates to be conducted by Burton and Associates, Inc.; and

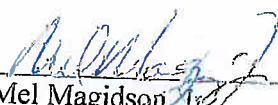
WHEREAS, the rate study found that the wastewater rate increases provided for in Ordinance 454 were higher than necessary to meet the future wastewater needs of the City and the surrounding area;

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF PORT ST. JOE, FLORIDA, as follows:

1. Paragraph 2 of Ordinance 454 covering Monthly Base Rate Schedule and Usage Charge Volume Charge Rate Schedule as shown in Exhibit A attached hereto is hereby amended as shown in Exhibit B attached hereto
2. Beginning 2016, the base rate and the volume charge shall be adjusted each year on October 1 to reflect the changes in the consumer price index, as published by U.S. Department of Labor.
3. Water rates set forth in Exhibit "B" shall be retroactive to October 1, 2011.
4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.
5. If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder shall not be affected by such invalidity.
6. This ordinance shall become effective as provided by law.


DULY PASSED AND ADOPTED by the Board of City Commissioners of Port
St. Joe, Florida, this 4th day of October, 2011.

The City of Port St. Joe



Mel Magidson
Mayor-Commissioner

ATTEST:



James A. Anderson
City Clerk-Auditor

EXHIBIT "A"

Monthly Base Rate Schedule

<i>Effective Date:</i>	10/1/2010	10/1/2011	10/1/2012	10/1/2013	10/1/2014
<u>Customer Classification</u>					
Residential	\$ 24.16	\$ 25.61	\$ 28.94	\$ 29.88	\$ 30.85
Commercial I	\$ 36.64	\$ 38.84	\$ 43.89	\$ 45.32	\$ 46.79
Commercial II	\$ 2.48	\$ 76.83	\$ 86.82	\$ 89.64	\$ 92.55

Usage Charge Volume Charge Rate Schedule (per 1,000 gallons or portion thereof)

<i>Effective Date:</i>	10/1/2010	10/1/2011	10/1/2012	10/1/2013	10/1/2014
<u>All Customer Classifications</u>					
All Use	\$ 5.26	\$ 5.58	\$ 6.31	\$ 6.52	\$ 6.73

EXHIBIT "B"

Monthly Base Rate Schedule

<i>Effective Date:</i>	10/1/2011	10/1/2012	10/1/2013	10/1/2014	10/1/2015
<u>Customer Classification</u>					
Residential	\$ 25.25	\$ 26.39	\$ 27.58	\$ 28.82	\$ 30.12
Commercial I	\$ 38.29	\$ 40.01	\$ 41.81	\$ 43.69	\$ 45.66
Commercial II	\$ 75.74	\$ 79.15	\$ 82.71	\$ 86.43	\$ 90.32

Usage Charge Volume Charge Rate Schedule (per 1,000 gallons or portion thereof)

<i>Effective Date:</i>	10/1/2011	10/1/2012	10/1/2013	10/1/2014	10/1/2015
<u>All Customer Classifications</u>					
All Use	\$ 5.50	\$ 5.75	\$ 6.01	\$ 6.28	\$ 6.56

GENERAL FUND							
NON-DEPARTMENTAL							
ORG	OBJECT	Account Name	FY 12/13 BUDGET	FY 12/13 YTD JUNE	FY 13/14 BUDGET	FY 13/14 INC/DEC	
001590	828130	G/C Humane Society	\$5,000	\$5,000	\$5,000	\$0	
001590	828140	G/C Senior Citizens Assoc	\$8,000	\$8,000	\$8,000	\$0	
001590	828160	GCARC - Travel Assistance	\$3,000	\$3,000	\$3,000	\$0	
001590	828170	Early Learning Coalition	\$0	\$1,500	\$1,500	\$1,500	
001590	828250	Centennial Celebration	\$0	\$6,489	\$0	\$0	
001590	818180	G/C Chamber of Commerce	\$20,000	\$20,000	\$20,000	\$0	
001590	818200	G/C Library	\$2,500	\$2,500	\$3,000	\$500	
001590	818220	G/C Economic Development Coun	\$0	\$0	\$0	\$0	
001590	818510	Windmark Fire Tax	\$22,107	\$0	\$22,107	\$0	
001590	818600	G/C Supervisor Elections	\$4,000	\$4,219	\$4,300	\$300	
001590	819250	Transfer to D/Town Redev	\$77,747	\$77,747	\$74,428	(\$3,319)	
001590	819260	FDOT PSJRA Streetscape	\$0	\$0	\$0	\$0	
001590	819280	BP Lighthouse Grant	\$0	\$22,385	\$0	\$0	
001590	819100	City Fireworks-Donations	\$16,000	\$2,500	\$16,000	\$0	
TOTAL NON-DEPARTMENTAL			\$158,354	\$153,339	\$157,335	(\$1,019)	
TOTAL NON-DEPARTMENTAL			\$158,354	\$153,339	\$157,335	(\$1,019)	

Fund Non Departmental Not Mandated

Humane Society	In Budget	Not In Budget	
Senior Citizens Center	\$ 5,000	\$ -	
GCARC Travel Assistance	\$ 8,000	\$ -	
Gulf County Library	\$ 3,000	\$ -	
Early Learning Coalition	\$ 3,000	\$ -	
Life Management Center	\$ 1,500	\$ -	
Community Development Council	\$ -	\$ 3,300	Received request
Total	\$ 20,500	\$ 3,300	
Fund Non Departmental Mandated by Inter-local			
Chamber of Commerce (\$20,000 match)	\$ 20,000	\$ -	Match Co up to \$20K
Economic Development Council (\$20,000 match)	\$ -	\$ 20,000	Match Co up to \$20K
Windmark Fire Tax (TBD)	\$ 22,107	\$ -	Estimate
Gulf County Supervisor of Election	\$ 4,000	\$ -	
Total	\$ 46,107	\$ 20,000	

NonDept

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF PORT ST. JOE, FLORIDA
REPEALING A SECTION OF THE LAND DEVELOPMENT
REGULATIONS OF THE CITY OF PORT ST. JOE, PROVIDING
FOR A NEW SECTION 5.07, PROVIDING FOR REPEAL OF
ALL ORDINANCES OR PARTS OF ORDINANCES IN
CONFLICT HERewith; PROVIDING FOR SEVERABILITY,
AND PROVIDING FOR AN EFFECTIVE DATE.**

BE IT ENACTED by the people of the City of Port St. Joe, Florida:

1. Section 5.07 of the Land Development Regulations for the City of Port St. Joe, Florida is hereby repealed.

2. A new Section 5.07 of the Land Development Regulations for the City of Port St. Joe, Florida is hereby adopted and reads as follows:

Off street parking facilities shall be required for all developments within the City pursuant to the requirements of this Code. The facilities shall be maintained as long as the use exists that the facilities were designed to serve. Nothing in this section shall be construed to require paving of parking areas except as provided for handicapped parking areas in Section 5.08(e).

3. REPEAL:

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

4. SEVERABILITY:

The provisions of this Ordinance are hereby declared to be severable. If any provision of this Ordinance, or the application thereof, to any person or circumstance is held to be invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application.

5. EFFECTIVE DATE:

This Ordinance shall become effective as provided by law.

DULY PASSED AND ADOPTED by the Board of City Commissioners of Port St. Joe,
Florida this ____ day of _____, 2013.

THE CITY OF PORT ST. JOE

By: _____
MEL C. MAGIDSON, JR.
MAYOR-COMMISSIONER

ATTEST:

CHARLOTTE M. PIERCE
CITY CLERK

The following commissioners voted yea:

The following commissioners voted nay:

Inst: 201023001203 Date: 3/24/2010 Time: 10:56 AM
DC, Rebecca L. Norris, Gulf County B: 488 P: 616

ORDINANCE #445

AN ORDINANCE OF THE CITY OF PORT ST. JOE, FLORIDA RELATING TO CEMETERIES, PROVIDING FOR CERTIFICATE OF INTERMENT, PROVIDING FOR FEES, PROVIDING FOR STANDARDS FOR INTERMENT WITHIN CITY OWNED CEMETERIES, PROVIDING FOR MAINTENANCE AND LANDSCAPING REQUIREMENTS, PROVIDING FOR RESTRICTIVE COVENANTS IN CEMETERY DEEDS, PROVIDING FOR AUTHORITY TO ESTABLISH RULES, PROVIDING FOR PENALTIES, PROVIDING FOR REPEAL OF ANY ORDINANCE IN CONFLICT HEREWITH, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE PEOPLE OF THE CITY OF PORT ST. JOE, FLORIDA

SECTION 1: Certificate of interment.

No interment shall be made in any City cemetery and no grave shall be opened therein or body removed there from except by written permit or certificate issued by the City Clerk or his designate.

SECTION 2: Fees.

City shall charge an administrative fee of at least \$50.00, which shall be paid at the time of application for a permit or certificate. The City Commission may impose a fee in excess of \$50.00 by resolution.

SECTION 3: Standards for interment.

- A. No interment (with the exception of cremations) shall take place in any City owned cemetery without the use of concrete vault or concrete grave liner.
- B. All vaults or grave liners shall be installed in such a manner that the top of the vault is at least eight (8) inches below grade.
- C. Each grave shall have a permanent marker installed within six (6) months of the date of interment.

SECTION 4: Maintenance and landscaping.

- A. The owner of record of any cemetery lot is responsible for maintenance and repair. Any repair work required as a result of damage to the grave site or vault shall be in compliance with any City maintenance requirements in effect at the time of the repair.

B. Any lot owner, by acceptance of a deed to any cemetery lot, thereby authorizes City, its agents, employees or contractors to enter on the lot for the purpose of repair or maintenance.

1. Prior to commencing any work pursuant to this paragraph, City shall notify the lot owner at the address contained in City records.
2. Any lot owner shall hold City harmless for any liability incurred as a result of City's entry on the lot for purposes of maintenance and repair.
3. City may perform any work required hereunder with its own work crews or may employ subcontractors.

C. Landscaping shall comply with City landscaping requirements in effect at the time of interment. No planting shall be allowed of anything larger than dogwood, crepe myrtle, sago palm, azaleas or other similar, native plants.

D. No invasive species or any species otherwise prohibited by City Land Development Regulations shall be allowed.

SECTION 5: Restrictive covenants.

The requirements of this ordinance shall constitute covenants running with the land and shall be reflected in every cemetery deed issued by City. A copy of this ordinance shall be provided each lot owner at the time of purchase of any cemetery lot.

SECTION 6: Authority to establish rules.

The City Manager shall have the authority to promulgate rules and regulations pertaining to all City cemeteries. Such rules shall be made available to the public at the City Hall.

SECTION 7. Penalties.

Any person who violates such rules or regulations or refuses to comply with a directive from a City official enforcing such rules and regulations shall be punished in accordance with Section 1-15 of the City of Port St. Joe Code of Ordinances.

SECTION 8. Repeal.

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 9. Severability.

If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 10. Effective date.

This ordinance shall become effective upon passage by the City Commission.

DULY PASSED AND ADOPTED by the Board of City Commissioners of Port
St. Joe, Florida this 16 day of March, 2010.



THE CITY OF PORT ST. JOE

By: Mel C. Magness, Jr.
MEL C. MAGNESS, JR.
MAYOR-COMMISSIONER

ATTEST: [Signature]
CITY CLERK-AUDITOR

**SERVICE AGREEMENT FOR LANDSCAPE MAINTENANCE
SERVICES BETWEEN CITY PORT ST. JOE AND COASTAL
DESIGN & LANDSCAPE, INC**

THIS AGREEMENT is made and entered into this 1st day of October, 2012, by and between the **CITY OF PORT ST. JOE, FLORIDA, Florida, a Florida municipal corporation**, hereinafter referred to as "City," and **COASTAL DESIGN & LANDSCAPE, INC**, hereinafter referred to as "Coastal Design."

WHEREAS, City desires to provide lawn and landscape control and maintenance services for community property in order to protect the community's health and welfare in accordance with the provisions of the City Code and to assure that the aesthetics and continued utilization of municipal properties by the residents of City persists; and,

WHEREAS, the City recognizes Coastal Design as having the necessary qualifications, equipment and capabilities to provide a full range of landscape maintenance services.

In consideration of the terms and conditions contained herein, the parties agree as follows:

1. Period of Agreement. This agreement shall cover a one-year period beginning the 1st day of October 2012, and ending the 30th day of September, 2013. Upon mutual agreement between the vendor and the City the contract may be extended for an additional 12 month period.
2. Landscape Maintenance. Coastal Design shall provide services outlined in the Detailed Specifications a copy of which is attached hereto as Exhibit "A".
3. Indemnification.
 - a. City to Hold Coastal Design Harmless. Coastal Design, its officers, agents, and employees, shall not be deemed to have assumed any liability for the acts of City or any officers, agents or employees thereof, and City hereby covenants and agrees to hold and save Coastal Design and all of its officers, agents, and employees harmless from all claims whatsoever that might arise against the Coastal Design, its officers, agents, or employees, by reasons of any acts or failures to act on the part of City, its officers, agents or employees.
 - b. Coastal Design to Hold City Harmless. Coastal Design hereby covenants to hold and save City and all its officers, agents, and employees, harmless from all claims whatsoever that might arise against City, its officers, agents, or employees by reason of any acts or failures to act on the part of Coastal Design, its officers, agents, or employees in the performance of the duties required by the terms of this Service Agreement. Furthermore, Coastal Design shall maintain, and specifically agrees that it will maintain throughout the term of this Agreement, liability insurance in which City shall be a named insured in according to the terms of the Detailed Specifications attached hereto as Exhibit "A". The limits of insurance shall not be deemed a limitation of the covenants to indemnity and save and hold harmless City; and if City becomes liable for

AW 10/16/12

an amount in excess of the insurance limits, herein provided, Coastal Design covenants and agrees to indemnify and save and hold harmless City from and for all such losses, claims, actions, or judgments for damages or liability to persons or property. Coastal Design shall provide City with a Certificate of Insurance or other proof of insurance evidencing Coastal Design's compliance with the requirements of this paragraph and file such proof of Insurance with the City Clerk. Furthermore, Coastal Design shall provide proof of insurance for workers compensation in the statutory limits as required by Florida law.

- c. Coastal Design to be Independent Contractor. The parties hereto agree and understand that neither Coastal Design, nor any person performing the requirements of this contract on behalf of Coastal Design, are employees of City. It is further understood that the relationship between City and Coastal Design is that of principal-independent contractor, respectively, and nothing herein shall be construed to be inconsistent with the relationship.
4. Accounting and Documentation. Coastal Design shall invoice City following the rendition of services. City will remit payment on invoices within 30 days of receipt. Invoices shall be based on the "Base Bid" as shown in Exhibit "A". Notwithstanding any other portion of this agreement, the total obligation of the City hereunder is limited to \$20,450.00.
5. Changes in Conditions. Coastal Design acknowledges that it has had the opportunity to examine the property described in Exhibit "A" and is aware of and accepts the conditions existing as of the date hereof. The parties each agree to inform the other in a timely manner, of any changes in conditions which may significantly affect the services provided by Coastal Design or associated costs.
6. Use and Maintenance of Tools. All tools, equipment and supplies employed by Coastal Design on City property shall be maintained and operated in a safe condition as provided for by the manufacturer, as required by good safety practices and as specified by city, state, and federal requirements. It is understood that City shall not be responsible for supplying any tools, equipment or supplies for the performance of this contract.
7. General Maintenance Obligation. All working areas on City property wherein Coastal Design is performing labor shall be kept free of debris, including but not limited to grass, limbs, trash, machinery, tools or other materials inconsistent with the area City property. This obligation shall also include along the outside of the municipal properties.
8. Application of Landscape Maintenance Substances. The application of all pesticides, fungicides, fertilizers or other synthetic or natural lawn care products shall be performed according to product recommendations, industry standards, and city, state and federal regulations.
9. Severability. Should any term, provision, or paragraph of the contract be held in a court of law to be invalid, it is recognized by the parties herein that said terms, provisions or paragraph so held invalid may be stricken and the remainder continues in effect.

10. Opt-Out. The parties hereto agree and understand that either party may opt-out of this Agreement by serving upon the other party written notice of such thirty (30) days before the party exercising this option seeks to end the contractual relationship. An early termination date will be the last day of the termination month.
11. Entire Agreement. This Agreement and all Attachments hereto embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement supersedes all previous and contemporaneous communications, representations, or agreements, either verbal or written, between the parties.
12. Binding on Successors. This Contract shall be binding upon the parties hereto and their respective administrators, employees, successors, and approved assigns. This agreement may not be assigned by Coastal Design without the written consent of City which may be withheld of any reason.
13. Controlling Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida and the ordinances of City. The venue for any claim, litigation, or cause of action between the parties shall be in the Circuit Court in and for Gulf County, Florida.
14. Entire Agreement! Waiver of Default. The parties agree that this Agreement is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be modification of the terms of the Agreement unless stated to be such through written approval by the City, which shall be attached to the original Agreement.

DATED this 27th day of September, 2012.

CITY OF PORT ST. JOE, FLORIDA
a Florida Municipal corporation

Attest: Charlotte M. Pierce
Charlotte Pierce
City Clerk

By: Mel Magidson
Mel Magidson, Jr., Mayor

COASTAL DESIGN & LANDSCAPING, INC.,
a Florida corporation

By: Angela D. White
Angela D. White, President

Exhibit A

DETAILED SPECIFICATIONS CITY OF PORT ST JOE LANDSCAPING / GROUNDS MAINTENANCE

CONTRACT BID AREAS

Contract bid areas are as defined on the Landscape Maintenance Contract Bid Area Plans included in the bid package. A general description of Bid Areas is provided below.

Site #1:
Hwy 71, median
From corner of Hwy 71 & 98 north to Woodward Ave.
Port St Joe, FL 32456

Site #2:
Hwy 98, sidewalks & right of ways
From corner of Hwy 98 & 71 west to Avenue C,
Port St Joe, FL 32456

The services required include weeding, cultivating, trimming, pruning, mowing, edging, and maintenance.

SCOPE OF WORK AT ALL FACILITIES:

- A. Lawns to be mowed every 7 days during the growing season. Grass shall not be cut closer than 1-1/2 inches nor shall it be longer than 2 inches in height after each cutting. The mower blades shall be kept sharp to prevent shredded grass tips that turn brown.
- B. Edging around lawn perimeters, sidewalks, and bedded areas shall be done with each mowing.
- C. Weekly, inspect landscaped/vegetated areas, then weed and remove moss; also trim, and remove new or dead growth so walkways, sidewalks and strayed areas are kept clean and look well-cared for. Trimming during growing season shall occur as needed to ensure the following standards are met:
 - o Remove dead, damaged and diseased portions of plants
 - o Prune shrubs to maintain their natural shape
 - o Shrubs are not to be allowed to grow together unless designed to do so as a hedge
 - o Shrubs around the builds will be kept pruned to no higher than the building windowsills and not touching building walls.
 - o Other hedges shall be kept trimmed to no more than 3 feet in height
 - o Other shrubs will be kept pruned to no higher than 3 feet above the ground.
 - o Shrubs and ground cover must be kept off fire hydrants, signs, fences, walls, sitting areas, walkways and driveways.
- D. Lawns, bedded areas, fence lines, asphalt and concrete pads shall be kept weed, grass and moss free by hand or use of herbicides approved by The City of Port St Joe. NOTE: Contractor shall be responsible for removing weeds, grass or moss in parking areas.
- E. Weed all bedded areas as often as required to ensure a fresh appearance. Pine stray bedded as needed once or twice a year and will be covered under separate purchase order. Re-spraying of any location will be at the discretion of The City of Port St Joe and will be covered under a separate purchase order.

- F. Sweep or blow clean all sidewalks and/or concrete areas affected by work. All debris shall be removed from the site.
- G. Prune shrubbery in the fall, after the typical growing season. Prune muhly grass on Hwy 71 median as needed in winter, spring, and summer will be covered under a separate purchase order.
- H. Pick up and remove all leaves and debris in bedded/landscaped areas and parking lots starting in autumn (when leaves on surrounding trees start to fall) and perform this service once a week until leaves cease falling.
- I. Monitor all turf areas for infestation of harmful insects. Notify the City of Port St Joe of specific areas where insect infestations have been identified by the Contractor and pose significant risks to the health and appearance of turf.
- J. Establish the watering schedule for each site and check irrigation systems after each scheduled maintenance.
- K. Grounds shall be kept litter free and all litter shall be placed in garbage receptacles provided by the city.

MAINTENANCE OF IRRIGATION SYSTEMS

- A. Contractor shall be responsible for a system check of all irrigation systems after completion of each grounds maintenance action to check for any irrigation systems problems at the following sites:
 - o Hwy 71 median
 - o Hwy 98 right of ways
- B. The Contractor is responsible for notifying the City of Port St Joe of any repair and maintenance to irrigation systems. Damage to irrigation systems caused by the contractor is the contractor's responsibility.

NON-PERFORMANCE PENALTIES

- A. The Contractor will establish a firm schedule for recurring ground maintenance actions for each location. This schedule must be provided to The City of Port St Joe before payment of the first month's invoice will be made. This schedule will be utilized to conduct random site checks to ensure contractor adherence to these specifications. Contractor must notify The City of Port St Joe in the event that they are not able to adhere to the established schedule during any particular week.
- B. In the event the contractor fails to accomplish any task under this scope of work The City of Port St Joe will provide reasonable notice to take corrective action. If the Contractor does not perform the service, The City of Port St Joe may, at its option, cause the non-performed tasks to be accomplished by City Staff or through another source and deduct the cost of such from the amount normally due the contractor for that monthly period.
- C. In the event the contractor fails to accomplish certain tasks, and the delay in taking corrective action results in a missed service, The City of Port St Joe may deduct the following amounts from the affected month's contracted fee:

For each week in each bid area when weeds, grass or moss are not removed from parking areas.	\$50
For each occurrence in each bid area when sidewalks or concrete areas are not cleaned after work.	\$50
For each week in each bid area when planter beds and tree wells are not cleared of weeds and debris.	\$100
For each week in each bid area when leaves or debris are not removed from landscape area or parking lot when leaves are falling.	\$100
For each week in each bid area when grass is not mowed or edged during the growing season.	\$100
For each week in each bid area when the irrigation system is not operational and the contractor is not waiting for repairs by The City of Port St Joe.	\$50

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CONTRACTOR RESPONSIBILITIES

The Contractor will provide his own labor, tools, chemicals approved by the City, equipment, transportation, etc. The Contractor will dispose of all trimmings and dead growth. Environmentally approved vegetation killers are permissible in all areas to the extent that they do not adversely affect the plants and trees which have been planted, but must be approved by The City of Port St Joe prior to application.

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10/16/12

LICENSE

The successful contractor shall be licensed to do business in the State of Florida and shall furnish the license number to The City of Port St Joe.

PROFESSIONAL AND GENERAL LIABILITY INSURANCE

Contractor shall file with The City of Port St Joe evidence of professional liability and general liability insurance certifying coverage contained therein. Such insurance shall provide protection against professional and personal injury liability. The Certificate of Insurance shall identify the insurer and the Contractor, the type and amount of insurance, the location and operations to which the insurance applies, and the effective and expiration dates of the policies of insurance. Further, the contractor shall advise The City of Port St Joe of any changes of insurance company, coverage, limits of liability and notices of cancellation of insurance. Limits of liability shall be not less than one million dollars (\$1,000,000) per occurrence of personal injury suffered or alleged to have been suffered by reason of or in the course of operations under this contract, whether occurring by reason of acts of omissions of the contractor, or any subcontractor, or both. Such insurance shall be maintained throughout the term of this contract and may not be canceled without providing at least thirty (30) days advance notice of such cancellation to The City of Port St Joe.

INDEMNIFICATION

The Contractor agrees to hold harmless and indemnify The City of Port St Joe against any and all claims, suits, damages, costs, or legal expense as a result of bodily injury or property damage resulting from the negligence of the Contractor. All policies of insurance carried by the Contractor shall be written as primary policies, not contributing with and not in excess of insurance coverage which The City of Port St Joe may carry.

PRICING

Pricing shall be provided for all areas per month and shall be provided for each contract year. Prices shall not be changed during the course of the contract unless The City of Port St Joe changes requirements or adds or deletes service areas.

PAYMENT

The successful contractor shall submit invoices monthly for work performed. The City of Port St Joe will remit payment within 30 days of receipt of a correct invoice. Incorrect invoices shall be subject to correction and/or rejection by The City of Port St Joe.

CANCELLATION

The City of Port St Joe reserves the right to cancel the contract by giving a 30-day written notice, if the service received should become unsatisfactory.

TERM OF CONTRACT

The term of the contract shall be from October 1, 2012 – September 30, 2013, with an option to extend upon mutual contract between the vendor and the city: extension of performance period shall be one (1) year.

EXHIBIT "A"

Bidder: Coastal Design & Landscaping, Inc
Angela D. White, President
2492 Bayview Drive
Port St. Joe, FL 32456
Phone: 850-229-8880

BASE BID

CITY OF PORT ST. JOE GROUNDS MAINTENANCE BID

Item No.	Description	Site Visits	Unit	Unit Price	Total
1.	Hwy 71 & 98 maintenance	30	EA	\$490.00	\$14,700.00
2.	Pine Straw Bedded Areas	1	EA	\$2,750.00	\$ 2,750.00
3.	Prune Muhly Grass Hwy 71	1	EA	\$300.00	\$ 300.00
Total Base Bid					\$ 17,750.00

Addendum:

1.	Add Hwy 98 Ave A to C	30	EA	\$90.00	\$2,700.00
2.	PINE STRAW AREA ABOVE	1	EA	\$750.00	\$ 750.00
Total Amended Bid					\$20,450.00
					\$ 21,200.00

Erin Searcy

From: Erin Searcy [erin@coastaldesign.biz]
Sent: Wednesday, September 19, 2012 4:08 PM
To: Jim Anderson
Subject: Ave A-C Maintenance

Jim,

The addition of Ave A-C to the scope will add:

Maintenance Visits as described in RFP 2012-07
30 visits at \$90 per visit = \$2,700 per year
Pine Straw applications as requested = \$750 per application

In regards to the muhly grass trimming, it is included to be trimmed in the fall, with all of the other shrubs, as described in the Scope of Work, line item G. We do, however, recommend trimming the muhly grass in February, because it is a fall bloomer. If we trim it in October we will cut all of the blooms off and that's the beauty of the grass.

Give me a call with any questions!
Erin

Erin Searcy, PLA
Coastal Design & Landscape, Inc.
2492 Bayview Drive
Port St. Joe, Florida 32456
Phone: 850.229.8880
Fax: 850.229.2990
Email: erin@coastaldesign.biz

*for reference
on 10/16/12*

August 31, 2012

Via Hand Delivery

City of Port St. Joe
c/o Jim Anderson, City Manager
305 Cecil G. Costin, Sr. Blvd.
Port St. Joe, Florida 32456

Re: Landscape Service Agreement Extension / Addendum

Dear Mr. Anderson:

Please accept this letter as a follow up to our most recent meetings as well as in furtherance of our proposal for the mutual agreement to extend the current landscape service agreement with the City of Port St. Joe.

Pursuant to Paragraph 1 of the "*Service Agreement for Landscape Maintenance Services Agreement Between Port St. Joe and Gulf Coast Property Services, LLC*" (hereinafter referred to as the "Agreement") the parties reserve the right "upon mutual agreement between the vendor and the City the contract may be extended for an additional 12 month period." As the parties approach the conclusion of the original ten month period under the Agreement on September 30, 2012, we seek the mutual agreement to exercise the extension option highlighted above.

Consistent with our most recent discussions between the City and the Vendor, we propose that the parties execute the appropriate addendum to the current Agreement that memorializes the extension and incorporates the current services required of the Vendor for the 12 month period.

As the original Agreement between the parties was for a 10 month period and the extension shall serve a 12 month period, the additional months of service are proposed as follows:

- 1) A monthly prorated breakdown of the current Agreement provides for a \$5,200 monthly maintenance service fee (\$52,000 for the 10 month Agreement). However, in lieu of an additional two months of prorated service fees, we propose the City budget and appropriate only one additional month of service fees (\$5,200) that can be distributed over the two additional months to be added by exercising the Agreement extension. Whereby reducing the City's annual commitment and providing additional value but also providing for the services at a discounted rate for the two additional months added by the service Agreement extension.



GULF COAST
PROPERTY
SERVICES, LLC

Main Office:
209 7th Street
Port St. Joe
Florida
32456

143 Acklins Island Drive
Cape San Blas
Florida
32456

8848 West Hwy 98
St. Joe Beach
Florida
32456

850 229 2706
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- 2) The Agreement addendum would state an extension term of 12 months and a total compensation of \$57,200 to be structured and paid throughout the term.
- 3) A base monthly retention fee of \$2,000 will be paid to the Vendor totaling \$24,000 for the 12 months.
- 4) The remaining \$33,200 of the contract balance will be prorated on a monthly basis throughout the contract term based on the frequency of visits per month and mutually agreed to by the parties in the addendum.

Additionally, we have discussed in our meeting the need for a simultaneous turf maintenance program that promotes and enhances the health, appearance and durability of the City parks to be maintained. The vendor has offered the City the ability to seek its most favorable savings and discounts through direct purchase orders of its supplies where appropriate and permissible and solely compensate the Vendor (a state licensed turf management license holder) on a hourly rate basis (\$45 per hour) for the turf application treatments requested throughout the Agreement extension where appropriate. This service will be added to the Addendum and conditioned on the strict adherence to the City's bid policy and spending limits for such services.

On behalf of Gulf Coast Property Services, LLC, we thank you for the opportunity to offer these services and the ability to serve our community and these City parks.

Should you have any questions, require additional information or wish to discuss further please contact us at your convenience at (850) 229-2706.

Best regards,

Patrick Farrell, CAM, AMS, CMCA
Gulf Coast Property Services, LLC

Utility Rates FY 2013-2014

- Option 1- Keep Ordinance 472 & 473 in place that includes a 5% water and a 4.5% sewer increase to meet required debt coverage. No action necessary.
- Option 2- Amend Ordinance 472 & 473 & reduce the rate increase to 3.5 % for water & 3.5% for sewer. Impact fees will need to be used for debt coverage and grinder pump fees will need to be used for general operations. This option is risky because impact fees are collected on new construction which is very slow. Also our grinder pumps are getting older and will require more maintenance.
- Option 3- Amend Ordinance 472 & 473 to reflect no rate increase. Not recommended by staff or the rate study performed by Burton & Associates due to lack of debt coverage. This option eliminates the possibility of any pay raise for employees, cuts our daily operating expenditures and improvements to our utility systems in order to pay for our debt service.

** Once long term financing of the current Regions loan is secured, options 2 & 3 look very promising for the City**

July 16, 2013

Mr. Patrick Howard
Florida Small Cities Community Development Block Grant Program
Department of Economic Opportunity
107 East Madison Street – Collins Building 2nd Floor, MSC-400
Tallahassee, FL 32399-6508

RE: Single Source Procurement – Engineering Inspection Services
Small Cities Community Development Block Grant (CDBG) Program
Contract Number: 3DB-01-02-33-02-N07

Dear Mr. Howard:

The City would like to request approval for single source procurement of Preble-Rish, Inc for the engineering inspection services for this project. Previously, the City procured the services of Preble-Rish, Inc. to develop the design and specifications bid package for the City's CDBG application and would like to hire the same engineering firm to provide inspection services during construction to ensure continuity and timeliness. The City requests this approval under Florida Administrative Code, 73C-23.0051(2)(f)2.

Should additional information be needed, please do not hesitate to contact me.

Sincerely,

James A. Anderson
City Manager

Code Enforcement 2013 Activity
As of 8/1/13

	Open	Closed	Total	Increase Since 7/10/2013
Unlawful Accumulation	23	81	104	11
Substandard Structure	10	10	20	
Abandoned Vehicle	0	6	6	
Unlawful Sewer				
Land regulation Violation	0	6	6	
Business Lic. Violation	1	1	2	1
Special Master Hearings		1	1	
Building Demolition	0	3	3	
Waste Violation	6	166	172	22
Sign Violation	1	47	48	2

Total	40	Total	321	Total	361	Total	36
				2013 Year Cases			