

September 17, 2013

**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 September 17, 2013

Call to Order

Consent Agenda

Minutes

- Regular Meeting 9/3/13 Pages 1-5
- Budget Workshop Meeting 9/3/13 Page 6
- Special Meeting 9/12/13 Page 7

City Attorney

- Interlocal Agreement Page 8-10
- Department of Economic Opportunity
 - Competitive Florida Partnership Program
- Resolution 2013-06, City Pay Scale Page 11
- Interment Fees, Ordinance 494
 - First Reading and Request to Advertise Pages 12-15
 - Resolution 2013-05 Page 16

Old Business

- Computer System Repairs- Banyon Pelham Page 17
- FRDAP Committee Recommendation- Bill Kennedy
- Business License Request for a Pawn Shop- Nicholas Dilallo Pages 18-19
- Waste Pro- Chester Davis
- RFP 2013-05 Lighthouse Relocation Bid Award Page 20
- Incubator Building- USDA Request
- Workforce Board Lease Agreement Pages 21-23
- Regions Bank Loan Refinance- Update
- Roadside Pick-up Amnesty Month- Update
- Budget Update
- Alamo Tractor- Update

New Business

- Community Yard Sale- Merchants Association Page 24
- Road Closure Request- Faith Christian School Page 25
- Dixie Phonics Music Revue- H. J. "Kuntry" Carter

Public Works

- RFP 2013- Water Distribution Phase II Material Bids (Handout)
- Water Meter Replacement Quotes Page 26-28

Surface Water Plant

- **Ground Storage Tank Cleaning- Update**

Waste Water Plant

- **Update**

City Engineer

- **Traffic Study- Update**
- **Water Study- Update**
- **NWFWMD Grant Application**

Code Enforcement

- **Update**

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Police Department

- **FWC Request to utilize City Property next to the Fire Station for Boat Storage**

PSJRA

- **RFP 2013- 01, Landscaping Phase IV- Bid review and Award**
- **Downtown Landscape Maintenance- Bid Review Process**

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City Clerk

- **Update**

Citizens to be Heard

Discussion Items by Commissioners

Motion to Adjourn

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, September 3, 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.

Mayor Magidson noted that the Agenda needed to be amended to include discussion on a law suit. A Motion was made by Commissioner McCroan, second by Commissioner Patterson, to amend the Agenda. All in Favor; Motion carried 5-0.

CONSENT AGENDA

Minutes

A Motion was made by Commissioner McCroan, second by Commissioner Buzzett, to approve the Minutes of the Regular Meeting of August 20, 2013; Budget Workshop Meetings of August 20, 2013 and August 27, 2013 and the PACES Foundation Affordable Housing Workshop on August 21, 2013. All in Favor; Motion carried 5-0.

CITY ATTORNEY – Tom Gibson

Attorney Gibson attended a mediation hearing today on the lawsuit of Montford vs. City of Port St. Joe and shared that the requested settlement was well within the proposed settlement limits. A Motion was made by Commissioner Patterson, second by Commissioner McCroan, to settle the law suit. All in Favor; Motion carried 5-0.

Interlocal Agreement

The proposed Interlocal Agreement was discussed and Attorney Gibson recommend that Paragraph 4 be modified to make it clear that rates for services in the unincorporated areas will be the same as rates in the city.

Mayor Magidson has reservations about paragraph 9.

A Motion was made by Commissioner Buzzett, second by Commissioner Patterson, to approve the Agreement. All in Favor; Motion carried 5-0. Mayor Magidson requested that the record reflect that he voted yes while holding his nose on the issue.

Interment Fees, Ordinance 494 First Reading and Request to Advertise, Resolution 2013-05

This will be discussed at the September 17, 2013 meeting.

CITY MANAGER'S REPORT

Old Business

CDBG Grant Update – Bruce Ballister

Mr. Ballister shared that the North Port St. Joe Water System Improvements Phase I is being advertised. USDA has finally approved their portion of the project which has caused a delay in the bid advertising. There is a possibility that the City may be able to have Phase II of the project considered in the next grant cycle as a rule change is being requested by the Department which will delay the application date. If Phase II is approved in the next grant cycle, the neighborhood improvements would be completed in two years.

RFP 2013-05 Lighthouse Relocation Bid Award

Mr. Anderson noted that Staff and Preble-Rish are reviewing the bids and hope to have a recommendation for the September 17, 2013 meeting.

Commissioner Thursbay requested a copy of the proposals.

Chipola Pump Station Motor Replacement Update

The motor is running and a site visit will be held soon.

Affordable Housing MOU, PACES Foundation

The PACES Foundation has reviewed the MOU and requested that the land transaction be dealt with in a separate transaction. The transfer of ownership would take place after the grant is approved. PACES needs to spell out several terms for Florida Housing before the document is completed. A Motion was made by Commissioner Patterson, seconded by Commissioner Thursbay, to approve the MOU. All in Favor; Motion carried 5-0.

Workforce Board Lease Agreement

The Commission requested an exhibit to define the areas covered in the agreement. This will be discussed at the September 17, 2013 Meeting.

Regions Bank loan Refinance Update

Mr. Anderson noted that a Letter of Commitment has not been received from Regions Bank as of today. He anticipates something shortly.

Landscaping Contracts

Coastal Design & Landscape will provide services for the coming year at the same cost as last year for Highways 71 and 98. A Motion was made by Commissioner Buzzett, second by Commissioner Thursbay, to approve the contract. All in Favor; Motion carried 5-0.

Gulf Coast Property Services

A Motion was made by Commissioner Thursbay, second by Commissioner McCroan, for discussion. Commissioner Thursbay would like to see the contract for the parks and ball fields advertised. After discussion, a Motion was made by Commissioner Thursbay, second by Commissioner Buzzett, to advertise for bids for the parks and ball fields. All in Favor; Motion carried 5-0.

New Business

FRDAP Committee Update

Mike Lacour updated the Commission on the possibility of FRDAP Funds being available this year. Previous FRDAP Committee Members agreeing to continue serving are: Missy Ramsey, Rachel Crews, and Sandy Quinn. Bill Kennedy and Bobby Pickels have agreed to serve as new members. Mr. Lacour recommended that Bill Kennedy serve as chairman due to his past experience with FRDAP Grants.

Commissioner Thursbay requested that Glenn Davis and Harlan Haddock be added to the committee.

The grant application has to be submitted by September 30, 2013.

The Commission asked Mr. Lacour to move forward with the FRDAP Committee and submit a grant request.

Computer System Repairs

T J's Network Consulting has recommended the purchase of software to repair the failing email system the City is currently using and provide an additional server. If the City and Sheriff's Department purchase the upgrades together the cost is approximately \$5,000 per entity. If purchased separately, the cost will be approximately \$8,000. The Commission has requested more information and will discuss this at the September 17, 2013 Meeting.

Planning Development and Review Board Membership

Mr. Anderson shared that Mark Godwin has resigned from the PDRB. A Motion was made by Commissioner Patterson, second by Commissioner McCroan, to advertise for a replacement on the Board. All in Favor; Motion carried 5-0.

Business License Request for a Pawn Shop – Nicholas Dilallo

Mr. Anderson noted that our City Ordinance requires approval of the City Commission before a Business License can be approved for a Pawn Shop. Mr. Dilallo assured the Commission this was not a typical Pawn Shop but would be dealing mostly in estate jewelry, bronze and paintings. Commissioner Buzzett request that this be placed on the September 17, 2013, Agenda to allow input from the public. Mr. Dilallo invited the Commissioners to visit his shop.

Rental Fee Waiver Request – St. Joseph Bay Humane Society

A Motion was made by Commissioner Buzzett, second by Commissioner McCroan, to wave the Rental Fee for the Centennial Building on October 26, 2013, for the Humane Society's Bow Wow Bash Fund Raising event. All in Favor; Motion carried 5-0.

Roadside Pickup Amnesty Period – Commissioner Thursbay

A Motion was made by Commissioner Thursbay, second by Commission Patterson, to designate October 1 – November 1, 2013, as an amnesty period for trash to be picked up in the City limits. Mr. Anderson and Mr. Grantland will work out the details for the cleanup. All in Favor; Motion carried 5-0.

Public Works – John Grantland

Mr. Grantland noted that unidirectional flushing is continuing in the City.

Commissioner Buzzett asked if meter box lids were inspected. Mr. Grantland responded that they are being checked when possible.

Mr. Gibson cautioned that from the length of time that a damaged lid is reported until it is fixed can be an issue. He encouraged promptness in making repairs.

Surface Water Plant – Larry McClamma

Mr. McClamma noted that the plant is currently running 24/7 and doing well. The ground storage tank is scheduled for cleaning the first of October.

Wastewater Plant – Lynn Todd

Ms. Todd shared that the Disinfectant Bi-products Sample Results were below the MCL. The quarterly results were significantly down from last quarter's results.

City Engineer – Clay Smallwood, III

The Traffic Study

Mr. Smallwood noted that the 24 hour traffic count is underway and maps are being put together for the study. He anticipates this will be completed shortly.

Water Study Update

Coupon samples were sent to Virginia Tech last week and when the budget workshops are completed, a workshop will be set up with Dave Kozan of CDM-Smith.

Code Enforcement

Mr. Burkett's report was reviewed. No action was taken.

Police Department - Officer Ricky Tolbert

Officer Tolbert did not have anything to report.

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

MLK Sidewalk Project is ready to go, a pre-bid meeting will be held on September 19, 2013, and bids should be advertised in October.

Memo - Board Development – A memo overview of the Board Development process was provided for the Commission reviewing how members are selected for the PSJRA.

Phase IV Landscaping – Bids will be opened for the re-advertisement of RFP 2013-01 on September 12, 2013 at 3:00 P.M. at City Hall.

Bay Park Recreation Area and Master Plan – After discussion, a Motion was made by Commissioner Buzzett, second by Commissioner Thursbay, to disband the Committee as their assignment has been completed. All in Favor; Motion carried 5-0.

Tourist Corridor – This is a topic for future consideration. Ms. Alsobrook is to provide Mr. Anderson with her suggestions which will in turn be provided to the Commissioners.

Commissioner Thursbay asked that Ms. Alsobrook be mindful of applying for grants as they are turned over to the City for upkeep and maintenance and are becoming increasingly costly.

Ms. Alsobrook responded that all grants are approved by the Commission before they are applied for.

Commissioner McCroan inquired as to the status of the fountains in Buck Griffin Lake and George Core Park which are not working. Repairs have not been made due to cost.

Ms. Alsobrook would like to add a kiosk to the Billy Joe Rish Parking Lot Deck. She also noted that lights would be available on Langston Drive when the sidewalks are provided.

City Clerk – Charlotte Pierce

Mrs. Pierce did not have anything to report at this time.

Citizens to be Heard

Christy McElroy shared her concerns about the Bay Park Master Plan. She distributed an email from Dewey Blaylock providing a citizen's perspective to the Bay Park Master Plan utilizing knowledge of the environment of aquatic and marine habitats. (She also provided a copy of the Gulf County Restore Act Project Pre-Proposals; Florida DEP Forms of the Environmental Resource Permitting, Wetland Resource Permitting and Submerged Lands Programs with Additional Information and Drawing Checklist Dredge; and a list of St. Joe City Limits Parks. At the request of Ms. McElroy, these documents are attached to the Minutes as Exhibit 1 but it is noted that they are unverified and unedited.) She also noted that the map depicting the location of the lighthouse has not been updated and reflects the site that was suggested by Eric Davidson.

Ms. McElroy referenced several sites around town that need upgrading before additional money is spent on another new park facility.

Discussion Items by Commissioners

Commissioner Buzzett did not have anything to discuss at this time.

Commissioner McCroan asked about the Windmark fire pump. Mr. Anderson responded that a closed loop system has been installed eliminating the need for a meter.

Commissioner McCroan asked Mayor Magidson to explain the tipping fee vs. one-half cent sales tax receipts with Gulf County. Mayor Magidson shared that several years ago the county imposed a half cent sales tax on the citizens and the City chose to collect their share of the sales tax money rather than give it to the county. He felt that this was a good business decision for the City because of the difference in the costs.

Mr. Anderson noted that there is not an agreement with the county on the sales tax.

Mr. Gibson shared that the county reinstated the sales tax and one half of the funds raised would go to Sacred Heart Hospital and the other half to tipping fees for the county. The City elected to keep the sales tax and pay the tipping fees.

Commissioner Patterson thanked John Grantland for his help with a project.

Commissioner Thursbay asked about sidewalk repairs for Monument Avenue. Mr. Grantland noted that a funding source is needed.

Mayor Magidson did not have anything to discuss at this time.

A Motion was made by Commissioner Patterson, second by Commissioner Thursbay, to adjourn the Meeting at 7:55 P.M.

Approved this _____ day of _____ 2013.

Mel C. Magidson, Jr., Mayor

Charlotte M. Pierce, City Clerk

MINUTES OF THE BUDGET WORKSHOP MEETING FOR THE PROPOSED 2013 / 2014 BUDGET FOR THE BOARD OF CITY COMMISSIONERS FOR THE CITY OF PORT ST. JOE FLORIDA, HELD IN THE COMMISSION CHAMBER AT CITY HALL, September 3, 2013, AT 5:00 P.M.

The following were present: Mayor Magidson, Commissioners Buzzett, McCroan, Patterson and Thursbay. City Manager Jim Anderson and City Clerk Charlotte Pierce were also present. The purpose of the Workshop was to review the Wastewater and Solid Waste Funds of the proposed 2013 / 2014 Budget and receive input from the Commissioners on structuring the Budget.

Documentation was provided to the Commissioners reflecting the proposed FY 2013 – 2014 Budget with line item detail provided for both Revenue and Expenditures.

Dwight Van Lierop, provided an insurance overview for the upcoming budget cycle. He noted that a Return of Premium check in the amount of \$40,818 would be forthcoming from the Florida Municipal Insurance Trust for Property and Casualty.

Health insurance through Blue Cross Blue Shield will have a slight increase this year.

After a review of the budget information, Commissioners expressed their appreciation for all the hard work that had gone into the budget preparation.

Ralph Robertson stated that he felt the City has done a good job managing their finances, they have been conservative in their approach, costs do go up and down the road there may have to be an increase in taxes but at this point an overall good job has been done. The City has been balancing the revenues and cutting cost where possible and there is not a lot of waste in the budget.

Mayor Magidson noted that the City was in good shape for the shape we are in and he felt that staff has done a good job.

The total budget for FY 2013 – 2014 is \$11,250,000 which is down 5% from the current fiscal year.

The first Public Hearing will be held on September 12, 2013, at 5:01 P.M.

Mayor Magidson adjourned the Workshop at 5:45 P.M.

Approved this ____ day of _____ 2013.

Mel C. Magidson, Jr., Mayor

Charlotte M. Pierce, City Clerk

MINUTES OF THE SPECIAL MEETING OF THE BOARD OF CITY COMMISSIONERS FOR THE CITY OF PORT ST. JOE, FLORIDA, HELD IN THE COMMISSION CHAMBER AT CITY HALL, September 12, 2013, at 5:01 P.M.

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

The purpose of the Special Meeting was Ordinance 495 – 2013 / 2014 Ad Valorem Tax Millage Rate Public Hearing and First Reading and Ordinance 496 – 2013 / 2014 Budget Public Hearing and First Reading.

No one from the public spoke on Ordinance 495.

A Motion was made by Commissioner McCroan, second by Commissioner Thursbay, to have the First Reading of Ordinance 495. All in Favor; Motion carried 4-0.

Attorney Gibson read Ordinance 495 in its entirety.

No one from the public spoke on Ordinance 496.

A Motion was made by Mayor Magidson, second by Commissioner McCroan, to have the First Reading of Ordinance 496. All in Favor; Motion carried 4-0.

Attorney Gibson read Ordinance 496 in its entirety.

Mr. Anderson noted that the Final Public Hearing and adoption of the 2013 – 2014 Budget will be held on Monday, September 30, 2013.

A Motion was made by Commissioner McCroan, second by Commissioner Thursbay, to adjourn the Meeting at 5:13 P.M.

Approved this _____ day of _____ 2013.

Mel C. Magidson, Jr., Mayor

Charlotte M. Pierce, City Clerk

AMENDED AND RESTATED INTERLOCAL AGREEMENT

WHEREAS, Gulf County, Florida, a political subdivision of the State of Florida and the City of Port St. Joe, a Florida municipal corporation, each acting by and through its respective Board of Commissioners entered into an Interlocal Agreement (hereinafter "Agreement") which the City executed on November 29, 2005 and the County executed on November 30, 2005, and

WHEREAS, the Agreement set forth various agreements and obligations related to the City's annexation of the Windmark Beach area, and

WHEREAS, the annexation of the Windmark Beach Area described in the Agreement has been completed and with the exception of those identified herein, the various agreements and obligations have either been completed or waived by the parties, and

WHEREAS, it is in the best interest of the County and the City to amend the Agreement to eliminate the portions of the Agreement that have been completed and/or waived and to amend and restate the agreement as to continuing and/or additional obligations,

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein City and County agree as follows:

1. The following paragraphs of the Agreement have been completed, waived or covered by current state law and are hereby eliminated and removed and neither party is under any further obligation pursuant to these paragraphs: 1, 3, 5, 6, 7, 8, 9, 10, 11, and 15.
2. The City shall provide primary fire protection coverage in the Area of Oak Grove.
3. Within 30 days of the date hereof, City shall prepare and execute a warranty deed transferring ownership of the real property upon which the Tourist Development Council building is located. City shall retain a reversionary interest in the property in the event that it is used for any non-public purpose. City shall retain the portion of the property necessary to construct a north-south road link between Fourth Street and Fifth Street.
4. City acknowledges that a portion of the consideration for the transfer of County water systems to City ownership which occurred on June 21, 2008 was an

agreement that water rates be equal within the City limits and in the unincorporated service area. Rates for water and sewer services on systems existing as of the date of the date of this agreement (including the planned sewage collection system in the Beacon Hill area) provided by the City in unincorporated areas of the county will be the same for City and County residents. This paragraph does not apply to any maintenance charge assessed for grinder pumps required in connection with pressurized sewer lines.

5. City agrees to notify County of any application for changes to the Windmark DRI and will coordinate review of any such application with County staff.
6. City agrees to strictly comply with state law with regard to future annexations and will notify County of any proposed annexation activity prior to any public hearing. As required by state law, no involuntary annexation shall take place without a referendum.
7. City and County shall continue to cooperate in the joint development of the Sports Complex to be located on approximately 60 acres donated to City by the St. Joe Company.
8. City shall develop a program for water rescue in coastal waters adjacent to the incorporated area.
9. City shall waive water and sewer tap/impact fees for future designated affordable housing areas until sales transaction date of the first sale.
10. This Amended Interlocal Agreement shall be filed with the Clerk of Circuit Court pursuant to Florida Statutes section 163.01(11) and shall be effective as of the date of filing.
11. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by both parties.
12. This document represents the complete and final understanding of the parties and incorporates and supersedes all prior negotiations, agreements and understandings applicable to the matters contained herein.

DATED this ____ day of August, 2013.

CITY OF PORT ST JOE
a Florida municipal corporation

ATTEST:

By: _____
Mel Magidson, Jr., Mayor-Commissioner

James A. Anderson, Clerk-Auditor

Thomas S. Gibson
FL BAR NO. 0350583
Rish, Gibson & Scholz, P.A.
116 Sailor's Cove Drive
P. O. Box 39
Port St. Joe, FL 32457
ATTORNEY FOR CITY OF PORT ST. JOE
BOARD OF COMMISSIONERS

GULF COUNTY, FLORIDA

By: _____
Chairman

ATTEST:

Rebecca L. Norris, Clerk
Gulf County, Florida

Jeremy T. Novak
FL BAR NO. 44698
Novak Law Offices, PLLC

Port St. Joe, FL 32456
ATTORNEY FOR GULF COUNTY

RESOLUTION NO. 2013-06

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PORT ST. JOE ADOPTING A PAY SCALE FOR EMPLOYEES OF THE CITY OF PORT ST JOE, PROVIDING FOR REPEAL OF ANY RESOLUTION IN CONFLICT HEREWITH, AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Port St. Joe, Florida as follows:

1. The City Commission hereby adopts the City of Port St. Joe Pay Scale proposed by City staff.
2. Resolutions or other Pay Scales for employees of the City prior to the date hereof are hereby repealed.
3. This Resolution is effective immediately upon passing.

THIS RESOLUTION ADOPTED this _____ day of September, 2013 shall be Effective October 1, 2013.

CITY COMMISSION OF THE CITY
OF PORT ST. JOE, FLORIDA

BY: _____
Mel Magidson, Jr., Mayor-Commissioner

Attest: _____
Charlotte M. Pierce, City Clerk

**CURRENT AND PROPOSED
CEMETERY PLOT CHARGES**

August 26, 2013

CURRENT RATES		PREPARE, RECORD AND MAIL DEED	CERTIFICATE OF INTERMENT	MAXIMUM COST TO OWNER
Single Plot	\$300	\$25	\$50	\$375
Double Plot	\$400	\$25	\$50 / \$100	\$525
Plot for 4	\$600	\$25	\$50 / \$200	\$825
Plot for 8	\$800	\$25	\$50 / \$400	\$1,225

PROPOSED RATES		PREPARE, RECORD AND MAIL DEED	CERTIFICATE OF INTERMENT	MAXIMUM COST TO OWNER
Single Plot	\$400	\$35	0	\$435
Double Plot	\$600	\$35	0	\$635
Plot for 4	\$800	\$35	0	\$835
Plot for 8	\$1,200	\$35	0	\$1,235

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 their designate.

SECTION 2: Fees.

A. City shall charge an administrative fee of ~~at least \$50.00~~ \$35.00 payable at the time of purchase of any cemetery plot which will cover deed preparation and recording, including any documentary stamps, 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.

B. ~~The City Commission shall, by Resolution shall set the price to be charged from time to time for cemetery plots within the city owned cemeteries.~~

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 ____ day of _____, 2013.

THE CITY OF PORT ST. JOE

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

ATTEST:

Charlotte M. Pierce
City Clerk

RESOLUTION NO. 2013-05

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PORT ST. JOE ADOPTING A SCHEDULE OF FEES AND CHARGES FOR CEMETERY PLOTS OWNED BY THE CITY OF PORT ST. JOE AND LOCATED WITHIN THE CITY OWNED CEMETERIES, PROVIDING FOR REPEAL OF ANY RESOLUTION IN CONFLICT HEREWITH, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Ordinance _____ provides that the City Commission shall determine the fees and charges for cemetery plots located in City owned cemeteries,

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Port St. Joe, Florida as follows:

1. The City Commission hereby adopts the schedule of fees and charges for cemetery plots located in City owned cemeteries as follows:

Single plot \$400.00 (5' x 10')
Double plot \$600.00 (10' x 10')
Four plot \$800.00 (20' x 10')
Eight plot \$1200.00 (20' x 20')
2. Resolutions or other schedules of fees and charges of any kind associated with City cemeteries adopted prior to the date hereof is repealed.
3. This Resolution is effective immediately upon passing.

THIS RESOLUTION ADOPTED this _____ day of September, 2013.

CITY COMMISSION OF THE CITY
OF PORT ST. JOE, FLORIDA

BY: _____
Mel Magidson, Jr., Mayor-Commissioner

Attest: _____
Charlotte M. Pierce
City Clerk

SHADOW SOFT

Submitted by: **Shadow-Soft, LLC**
 Company Address: **8200 Robert Drive, Suite 201**
Atlanta, GA 30350
 Website: www.shadow-soft.com

Account Executive: **Steve Stewart**
 Email: steve@shadow-soft.com
 Phone: **678-355-8171**
 Secure eFax: **678-559-0326**

Quote Number: **PSJ20130826-00**
 OEM Rep: **Lisa Drake**
 DUNS #: **010333980**
 CAGE/NCAGE: **5C4H2**



Subscription and Services Proposal

Prepared for: **City of Port St. Joe**

Proposal Date: **08/26/13**
 Bill To Address: **305 Cecil G Costin Sr Blvd**
Port St Joe, FL 32456

Contact: **Banyon Pelham**
 Email: bpelham@psi.fl.gov
 Phone: **850-258-2119**

Item Description	Term	Start Date	End Date	Qty	Unit Price	Ext. Price
Zimbra Collaboration Suite - Professional Edition Non-US Government or Non-Profit (Perpetual license, 25 mailbox pack, Zimbra Mobile included, SnS required and sold separately)	Perpetual	N/A	N/A	4	\$1,047.85	\$4,191.40
Zimbra Collaboration Suite - 1 Year Premium Support and Subscription on Perpetual license for Professional Edition Non-US Government or Non-Profit (25 mailbox pack)	1 Year	N/A	N/A	4	\$221.00	\$884.00
Total:						\$5,075.40
Zimbra Collaboration Suite - Professional Edition Non-US Government or Non-Profit (Perpetual license, 25 mailbox pack, Zimbra Mobile included, SnS required and sold separately)	Perpetual	N/A	N/A	4	\$1,047.85	\$4,191.40
Zimbra Collaboration Suite - 3 Year Premium Support and Subscription on Perpetual license for Professional Edition Non-US Government or Non-Profit (25 mailbox pack)	3 Year	N/A	N/A	4	\$564.00	\$2,256.00
Total:						\$6,447.40

General Terms

- * Proposal is valid for 30 days beyond "Proposal Date" and assumes the receipt of a valid purchase order and signed contract.
- * Proposal prices are based on total items provided. PO must match quote in its entirety.
- * Pricing, Terms and Conditions are subject to credit approval and do not include relevant sales tax
- * Be advised that past due accounts can have their support canceled or suspended.
- * Unless otherwise specified, shipping/freight will be "pre-pay and add."
- * All co-term quotes subject to Red Hat and Distribution price validation
- * All orders are non-cancellable and all sales are final
- * Payment terms are Net 15 with a 2% per month late fee after 30 days from date of Invoice.
- * All credit card transactions are subject to a 3% convenience fee
- * When submitting Purchase Orders, please provide an appropriate "Accounts Payable" email address for invoices and payment status inquiries.

Some of our Partners



CITY OF PORT ST. JOE
APPLICATION AND VERIFICATION
OF ZONING FOR BUSINESS TAX

DATE 8-23-13

OWNER/MANAGERS NAME: NICHOLAS DILALLO

OWNER/MANAGERS MAILING ADDRESS: 1302 HWY. 98 4B
MEXICO BEACH FL 32410

TELEPHONE: 305-343-7729

NAME OF BUSINESS: ESTATE JEWELRY & LOAN

TYPE OF BUSINESS: RETAIL JEWELRY SALES / LOANS

BUSINESS ADDRESS: 401 REID AVE PORT ST JOE FL 32456

BUSINESS TELEPHONE: APPLIED FOR

EIN/FID# Must be provided 46-2873843

AMOUNT OF INVENTORY IF MERCHANT: \$ 200,000.00

THE FOLLOWING WILL BE COMPLETED BY ZONING DEPARTMENT:

The above address (is) _____ (is not) _____ zoned for operation of the type of business described herein and (will) _____ (will not) _____ permit operation at that location.

Special conditions that may apply: _____

_____ Does Ordinance No. 234 apply

City Clerk

Date

If this application is approved the requested business license may be issued on or after ten (10) working days from date of application.

☐ Utilities Approved

☐ Code Enforcement Approved

CITY OF PORT ST. JOE
APPLICATION AND VERIFICATION
OF ZONING FOR BUSINESS TAX

DATE 8/23/13

OWNER/MANAGERS NAME: THERESA DI LAURO

OWNER/MANAGERS MAILING ADDRESS: 1302 HWY 98 4B

MEXICO BCH, FL 32410

TELEPHONE: 954-258-6688

NAME OF BUSINESS: ~~305-343~~ - MIAMI MONEY, INC

TYPE OF BUSINESS: EBAY SALES

BUSINESS ADDRESS: 401 REID AVE. PORT ST JOE FL 32456

BUSINESS TELEPHONE: APPLIED FOR

EIN/FID# Must be provided 26-4727799

AMOUNT OF INVENTORY IF MERCHANT: \$ 20000.00

THE FOLLOWING WILL BE COMPLETED BY ZONING DEPARTMENT:

The above address (is) _____ (is not) _____ zoned for operation of the type of business described herein and (will) _____ (will not) _____ permit operation at that location.

Special conditions that may apply: _____

_____ Does Ordinance No. 234 apply

City Clerk

Date

If this application is approved the requested business license may be issued on or after ten (10) working days from date of application

☐ Utilities Approved

☐ Code Enforcement Approved

**CITY OF PORT ST. JOE
CAPE SAN BLAS LIGHTHOUSE & KEEPER'S QUARTERS
RELOCATION AND RESTORATION PROJECT
PROJECT #019.203**

**BID TABULATION FOR BIDS RECEIVED
AT THE CITY OF PORT ST. JOE
ON AUGUST 29, 2013 AT 3:00 P.M. E.T.
AND OPENED AT 3:05 P.M. E.T.**

2013.05

[illegible]

Jim, Clay, Charlotte

LEASE AGREEMENT

THIS LEASE AGREEMENT MADE AND ENTERED INTO THIS ____ day of ____, 2013, by and between CITY OF PORT ST. JOE, FLORIDA, a municipal corporation organized under the laws of the State of Florida, 305 Cecil G. Costin, Sr., Blvd., P.O. Box 278, Port St. Joe, Florida 32457, *Lessor*, and Gulf Coast Workforce Development Board, Inc., doing business as Gulf Coast Workforce Board, hereinafter called *Lessee*.

WITNESSETH:

That subject to the terms and conditions herein contained, Lessor hereby leases to Lessee, and Lessee hereby rents from Lessor, the following described premises in the City of Port St. Joe, Florida, being more particularly described as follows: 307 Peters Street and 414 Kenney Street, Port St. Joe, FL 32456.

TERMS

Lessor and Lessee hereby agree as follows:

1. The term of this Lease shall begin as of the ____ day of ____, 2013, and shall end twelve (12) months later. Upon complying with the terms, agreements and covenants hereof, Lessee shall have peaceable possession of the leased premises.
2. The Leased premises includes the Washington Gym including surrounding grounds and Incubator Building. Lessee will not be responsible for accidents on the surrounding grounds except during the weeks of the Summer Youth Program which is generally mid-June to early August.
3. Lessee shall pay and be responsible for any and all utilities incurred in connection with the leased premises.
4. Lessee will provide general liability insurance with extended coverage in an amount of \$500,000.00, naming the City of Port St. Joe, Florida as an additional named insured. The Lessor shall hold Lessee harmless for damage to the premises caused by wind, flood or other acts of God.
5. Lessee leases and accepts the premises, as is, and may make alterations to the building only as agreed upon in writing by the City, at its own expense and at the end of said lease period, the Lessee will return the property to the Lessor in as good as condition as is presently, ordinary wear and tear excepted. Alterations and improvements to the leased premises require Lessor's written consent and shall become the property of Lessor unless otherwise agreed in writing. All minor repairs of less than \$250 shall be the responsibility of the Lessee. All major

repairs above \$250 shall be reported to the City for inspection and determination of the corrective action that will be needed.

6. Lessor may, at any reasonable time during the term of this Lease, inspect the leased premises.

7. Should the premises be substantially damaged or destroyed during the term of this Lease, either party may terminate the Lease.

8. Any notices of communications from Lessee to Lessor under this agreement shall be in writing sent to Lessor by United States Mail, postage prepaid, addressed to Lessor, or delivered to Lessor, City of Port St. Joe, Florida, at P.O. Box 278, 305 Cecil G. Costin, Jr., Blvd., Port St. Joe, Florida 32457.

All notices or communications from Lessor to Lessee under this Lease shall be in writing and shall be sent to Lessee by United States Mail, postage prepaid, addressed to Lessee at 5230 W US Highway 98, Panama City FL 32401; or delivered to Lessee at 414 Kenney Street, Port St. Joe, Florida 32456.

Any address hereinabove provided for may be changed from time to time by either party hereto by written notice similarly given.

9. Lessee shall not assign or sublet the premises, or allow any other person or entity to operate a business, sell merchandise or services, or conduct any commercial activity from the premises without the consent of the City.

10. Either party may cancel this agreement at any time for any reason.

11. Fixture and appliances installed by the Lessee shall remain the property of the Lessee and the premises shall be restored to its original condition upon their removal unless otherwise agreed upon.

12. No security deposit shall be required by Lessor.

13. IDEMNIFICATION: Lessee shall indemnify Lessor and save it harmless from suits, actions, damages, liability and expense in connection with loss of life, bodily or personal injury or property damage arising from or out of any occurrence in, upon or at, or from the leased premises, or the occupancy or use by Lessee of said leased premises or an part thereof, or occasioned wholly or in part by any act of omission of Lessee its agents, contractors, employees, servants, invitees, licenses or concessionaires. In addition, Lessor shall not be responsible or liable to Lessee or to those claiming by, through or under Lessee for any loss or damage to either

persons or the personal property of the Lessee that may be occasioned by or through the acts or omissions of persons occupying adjacent, connecting or adjoining premises.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, in triplicate, on the date hereinabove mentioned.

Signed, sealed and delivered
In presence of:

LESSOR:

CITY OF PORT ST. JOE

Robin K. Combs
Printed name of witness

Mel C. Magidson, Jr., Mayor

Attest: _____
Charlotte M. Pierce, City Clerk

Terese H. Kent
Printed name of witness

LESSEE:

Gulf Coast Workforce Board

Printed name of witness

Kim Bodine, Executive Director

Printed name of witness

No Name Café, Books & More
325 Reid Avenue, Port St. Joe, FL 32456
850-229-9277

September 10, 2013

Jim Anderson, City Manager
City of Port St. Joe
City Hall
Port St. Joe, FL 32456

Dear Jim,

Pursuant to our phone conversation this afternoon, the newly reorganized merchants association, would like permission from the City to hold a community yard sale on Reid Avenue. Proceeds from this event will go toward purchasing additional Christmas lights, bows, garland, etc. to decorate for Christmas as well as provide seed money for other events such as Ghosts on the Coast and other projects/activities that increase traffic on Reid Avenue.

This is a one-day-event – Saturday, October 19, 2013 from 8:00 a.m. until 3:00 p.m. Table space will be sold by the Merchants Association for \$10 per table. Merchants and individuals are invited to participate. The tables will set up on the side walk leaving room for pedestrians to pass unimpeded. The street will not be used and parking will be as usual. All tables and merchandise will be removed that afternoon – leaving no trace. That date is also the Salt Air Farmers Market at City Commons making it an excellent opportunity for the Market and merchants on Reid Avenue.

Jim, if you need further information, please call me – best number is 850-340-0256 or stop by the store. If this request needs to go before the City Commission let me know and a representative from the Association will be in attendance should the Commission have any questions.

Thanking you in advance for your efforts on our behalf.

Sincerely,



Barbara Radcliff



801 20th Street, Port St. Joe, Florida 32456
(850)229-6707 (850)227-1307 (FAX)

To whom it may concern:

Faith Christian School will be hosting a demonstration of Emergency Services day on Friday, October 11, 2013. For the safety of our students, I am making a request to block off Twentieth St. between Marvin and Garrison, directly in front of the school. The times for closure will be from 8:30 A.M. until 11:30 A.M. This demonstration will be a wonderful learning opportunity for K3 through grade 6.

Thank you for considering this request.

Sincerely,

A handwritten signature in black ink, appearing to read 'Carla McGhee', is written over the word 'Sincerely,'.

Carla McGhee, Administrator



MASTER METER

101 Regency Parkway
Mansfield, Tx 76063
817-842-8114 Direct Line
800 765-6518
FAX: 817-842-8100
E-MAIL: dmcbath@mastermeter.com
HTTP: www.mastermeter.com

No. of Pages: 1

Date: 9/6/2013

Prices Valid Until: 12/31/2013

PRICE QUOTATION

Customer

Company: Port St. Joe

Address:

Attn:

Phone:

Fax:

User

Job/City: Port St. Joe

Bid Number:

Bid Date:

Quantity	Product Description	Cross Ship Price	End User Price
600	5/8x3/4" BLMJ USG 3G Meter (No Lead Body) <i>*Meters are to be sold at this price pending an Odometer Interpreter be returned to MM by Port St. Joe, Florida on RMA</i> BL05-1TD-CAA-5 B12-A11-A01-0101A-1 <i>*NOTE</i> If Port St Joe wants new meters shipped before returning the Interpreters they will need to send a PO for \$190.05 MM will issue a credit of \$136.54 for each Interpreter returned from Port St Joe under this agreement	\$ 190.05	\$ 53.51
TOTAL		\$	53.51

Notes

*Pricing - Per Ronnie Veach

FOB Freight Paid on Orders of \$15,000 or More.

TERMS Net 30

DELIVERY

Employee

By Brandon Foster

Name

Title

Per:

Cc: Dynellya McBath

WE APPRECIATE THE OPPORTUNITY
TO PROVIDE PRICING ON THE
PRODUCTS LISTED AND LOOK
FORWARD TO SERVING YOU

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MASTER METER

101 Regency Parkway
Mansfield, Tx 76063
817-842-8114 Direct Line
800 765-6518
FAX: 817-842-8100
E-MAIL: dmc bath@mastermeter.com
HTTP: www.mastermeter.com

No. of Pages: 1

Date: 9/6/2013

Prices Valid Until: 10/15/2013

PRICE QUOTATION

Customer

Company: Port St. Joe

Address:

Attn:

Phone:

Fax:

User

Job/City: Port St. Joe

Bid Number:

Bid Date:

Quantity	Product Description	Gross Ship Price	End User Price
600	5/8x3/4" BLMJ USG 3G Meter <i>*Meters are to be sold at this price pending an Odometer Interpreter be returned to MM by Port St. Joe, Florida on RMA BL05-1TD-BAA-5 B12-C11-A01-0101A-1</i> <i>*NOTE</i> If Port St Joe wants new meters shipped before returning the Interpreters they will need to send a PO for \$178.69 MM will issue a credit of \$138.69 for each Interpreter returned from Port St Joe under this agreement <i>Note: Due to new regulations being put in place to address the new Senate Bill 3874 Reduction of Lead in Drinking Water Act, which goes in to effect on January 1, 2014, a price increase may apply to this offer as a result of having to move to lead free material in the body. This will depend on the time of shipment and availability of bronze bodies.</i> <i>**Note</i> For pricing to be valid, an order must be place for immediate release for the complete quantity of 600 meters no later October 15th, 2013.	\$ 178.69	\$ 40.00
TOTAL			\$ 40.00

Notes

*Pricing - Per Ronnie Veach

FOB Freight Paid on Orders of \$15,000 or More.

TERMS Net 30

DELIVERY

Employee

By Brandon Foster

Name

Title

Per:

Cc: Dynellya McBath

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FORWARD TO SERVING YOU

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MASTER METER

101 Regency Parkway
Mansfield, Tx 76063
817-842-8114 Direct Line
800 765-6518
FAX: 817-842-8100
E-MAIL: dmc bath@mastermeter.com
HTTP: www.mastermeter.com

No. of Pages: 1

Date: 9/6/2013

Prices Valid Until: 12/31/2013

PRICE QUOTATION

Customer

Company: Port St. Joe

Address:

Attn:

Phone:

Fax:

User

Job/City: Port St. Joe

Bid Number:

Bid Date:

Quantity	Product Description	Cross Ship Price	End User Price
600	5/8x3/4" BLMJ USG 3G Meter (No Lead Body) <i>*Meters are to be sold at this price pending an Odometer Interpreter be returned to MM by Port St. Joe, Florida on RMA</i> BL05-1TD-CAA-5 B12-A11-A01-0101A-1 <i>*NOTE</i> If Port St Joe wants new meters shipped before returning the Interpreters they will need to send a PO for \$190.05 MM will issue a credit of \$90.05 for each Interpreter returned from Port St Joe under this agreement <i>**Note</i> <i>Pricing listed (\$100.00) would include a new 10 Year Full / 10 Year Prorated Warranty upon meters being shipped from Master Meter's facility in Mansfield, TX - Per Ronnie Veach</i>	\$ 190.05	\$ 100.00
TOTAL			\$ 100.00

Notes

*Pricing - Per Ronnie Veach

FOB Freight Paid on Orders of \$15,000 or More.

TERMS Net 30

DELIVERY

Employee

By Brandon Foster

Name

Title

Per:

Cc: Dynellya McBath

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TO PROVIDE PRICING ON THE
PRODUCTS LISTED AND LOOK
FORWARD TO SERVING YOU

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Code Enforcement 2013 Activity
As of 9/12/13

	Open	Closed	Total	Increase Since 8/28/2013
Unlawful Accumulation	16	121	137	4
Substandard Structure	8	13	21	
Abandoned Vehicle	1	6	7	1
Unlawful Sewer				
Land regulation Violation	1	7	8	1
Business Lic. Violation	0	2	2	
Special Master Hearings		1	1	
Building Demolition	0	3	3	
Waste Violation	10	186	196	10
Sign Violation	1	65	66	1

Total	37	Total	404	Total	441	Total	17
				2013 Year			
				Cases			



PORT ST. JOE REDEVELOPMENT AGENCY

Phase IV Landscaping Project
BID TABULATION FOR BIDS RECEIVED AT CITY HALL ON

THURSDAY, SEPTEMBER 12, 2013 at 3 PM

* Apparent low bidder

BIDDER	TOTAL BASE BID
1. Costal Design and Landscape	56,407.00
2. Gulf Coast Property Services	93,003.00
3. Leake Landscapes	47,301.00
4. Piney Grove	
5.	
6.	
7.	
8.	