

November 5, 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 November 5, 2013

Call to Order

Consent Agenda

Minutes

- Special Meeting 10/15/13 Page 1
- Workshop Meeting 10/15/13 Page 2
- Regular Meeting 10/15/13 Pages 3-7

City Attorney

- Update

Old Business

- Workforce Board Lease Agreement Pages 8-10
- Ordinance 497 Sign Ordinance- Comm. Thursbay Pages 11-33
 - First Reading & Request to Advertise
 - Repeal of Ord. 467 Page 34-35
- Ordinance 498 Utility Deposits- Comm. McCroan Page 36-37
 - First Reading & Request to Advertise

New Business

- RFP 2013-09 Water Distribution Phase II Bores- Bid Award Pages 38-39
- Christmas Greetings Advertisement Request Page 40
- Excavator Lease- Comm. Buzzett
- Port Authority – Comm. Buzzett
- Siemens Performance Bond Release Request Page 41
- Business License Compliance- Comm. Patterson
- Centennial Bldg. Roof

Public Works

- Update

Surface Water Plant

- Update

Waste Water Plant

- Update

City Engineer

- Traffic Study- Update
- Water Study- Update
- CEI Services Contract Pages 42-50

Code Enforcement

- Update

Page 51

Police Department

- Salary Package (handout)

PSJRA

- Update

City Clerk

- Update

Citizens to be Heard

Discussion Items by Commissioners

Motion to Adjourn

**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, October 15, 2013, at 10:00 A.M.**

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

The purpose of the Special Meeting was Resolution 2013-07, Regions Bank Loan Documents.

No one from the public attended the Meeting.

City Manager Jim Anderson shared that the total amount of the Regions Bank Loan is \$15,334,219.51 with a locked in interest rate of 3.41%. Interest in the amount of \$186,870 will be paid today on the existing 2010 loan. One half of the lenders legal fees, in the amount of \$11,781.25 will also be paid today. This loan will pay approximately \$7,302.682 towards the total debt and the City will owe approximately \$8,031,538 at the end of 15 years. Annual payment on the loan will be \$916,434.

Resolution 2013-07

A Motion was made by Commissioner McCroan, second by Commissioner Thursbay, to read by Title only. All in Favor; Motion carried 5-0.

Attorney Gibson read Resolution 2013-07 by Title only.

A Motion was made by Commissioner Buzzett, second by Commissioner Patterson, to adopt Resolution 2013-07. All in Favor; Motion carried 5-0.

Citizens to be Heard - None

Discussion Items by Commissioners - None

Motion to Adjourn

A Motion was made by Commissioner McCroan, second by Commissioner Thursbay, to adjourn the Meeting at 10:12 A.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, October 15, 2013, AT 6:11 P.M.**

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

CONSENT AGENDA

Minutes

A Motion was made by Commissioner Buzzett, second by Commissioner McCroan, to approve the Minutes of the Regular Meeting of October 1, 2013 and the Special Meeting of September 30, 2013. All in Favor; Motion carried 5-0.

CITY ATTORNEY – Tom Gibson

Ordinance 494, Interment Fees; Second Reading and Consideration of Adoption

A Motion was made by Commissioner Patterson, second by Commissioner Buzzett, to read Ordinance 494 by Title only. All in Favor; Motion carried 5-0.

Attorney Gibson read Ordinance 494 by Title only.

A Motion was made by Commissioner McCroan, second by Commissioner Patterson, to adopt Ordinance 494. All in Favor; Motion carried 5-0.

Mr. Anderson was asked to write a letter to the funeral homes advising them that the Certificate of Interment Fee has been removed and requesting they still provide information for the Certificate of Interment. It was noted that failure to provide this information is a violation of City Code. Mr. Anderson will prepare the letter for the Commission's review prior to mailing.

Resolution 2013-05

A Motion was made by Commissioner Patterson, second by Commissioner McCroan, to read Resolution 2013-05 by title only. All in Favor; Motion carried 5-0.

Attorney Gibson read Resolution 2013-05.

A Motion was made by Commissioner Patterson, second by Commissioner McCroan, to adopt Resolution 2013-05. All in Favor; Motion carried 5-0.

*Affordable Housing – Amended Memorandum of Understanding (MOU) and Future Land Use Map (FLUM)
Amendment*

MOU

Attorney Gibson noted that there were two changes to the MOU. The Florida Housing Finance Corporation was not comfortable with the language that the City retain reversionary interest in the property. This language was removed and no deed will be issued until the site is completely permitted and financing is in place.

The Commission previously discusses a \$2,500 contribution to the project. A contribution to the project will be a Utility Fee Waiver in the amount of \$2,500.

A Motion was made by Commissioner Thursbay, second by Commissioner Patterson, to approve the Amended MOU. All in Favor; Motion carried 5-0.

MINUTES OF THE BUDGET WORKSHOP MEETING FOR THE BOARD OF CITY COMMISSIONERS FOR THE CITY OF PORT ST. JOE FLORIDA, HELD IN THE COMMISSION CHAMBER AT CITY HALL, October 15, 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 Attorney Tom Gibson were also present.

Commissioner Patterson requested a Workshop to discuss Boat Ramp Fees as he has been approached by people expressing the need for improvements to the Frank Pate Park Boat Ramp.

Mayor Magidson stated that he felt the major issues were: Whether to charge or not; how collection of the charge would be handled and what the money would be used for. Mayor Magidson is waiting to hear from Patricia Harrell of the Florida Wildlife Commission concerning the legalities of charging a fee.

Herman Jones spoke to the Commission about charging a fee and suggested that city residents be exempt; county residents should pay a minimal fee and out of county visitors should pay a higher fee. A fee hanger card can be placed on the dash of a vehicle or hung over the rear view mirror to show that you have paid to park at the boat ramp area.

Commissioner Buzzett noted that a tiered system would be workable and agreed with the rate structure Mr. Jones discussed.

Commissioner Thursbay stated that he did not want to harm the Commercial Fisherman with fees and thanked Mr. Jones for sharing his thoughts with the Commissioners.

Fred Cannon shared that the boat ramp is used by Commercial Fishermen in the fall and was concerned what impact a fee would have on them. He felt that a small fee would be reasonable.

Mark Howze shared his thoughts on the needs of the boat ramp; suggested improvements; offered thoughts on charging a fee and how to collect it; signage for the area; a fund raising campaign and volunteered to help with funding.

Mr. Anderson noted that grants have been applied for and a fee structure has been discussed previously.

Bill Bushue shared several concerns of residents regarding fees; public safety; collecting methods for the fees and that fees are just another word for taxes.

Judy Miick shared that in her travels, other areas use the honor system for fees and it works well. She also suggested stickers for vehicles.

Commissioner McCroan suggested that citizens 65 and over be exempt from paying a fee, that revenues are needed to maintain what we have, and that he would like to see the City provide signage explaining what we will be doing.

Each Commissioner reiterated that they do not support a City resident having to pay a fee to use the boat ramp; feel that a nominal fee for county residents would be acceptable and out of county residents should pay a larger fee.

Mayor Magidson adjourned the Workshop at 6:03 P.M.

Approved this ____ day of _____ 2013.

Mel C. Magidson, Jr., Mayor

Charlotte M. Pierce, City Clerk

FLUM

A Motion was made by Commissioner Thursbay, second by Commissioner Patterson, for staff to begin working on a revision to the FLUM changing the land use designation from R-1 to R-3 which will align it with the Zoning Map. All in Favor; Motion carried 5-0.

CITY MANAGER'S REPORT

Old Business

Lighthouse

Mayor Magidson shared that he had met with a contractor on site today. He has been talking with several different people on the best way to move the structures and feels that the project should be segmented rather than one contractor be responsible for the entire project.

It was noted that the St. Joseph Historical Society, Inc., received a \$25,000 grant last week from the Duke Energy Foundation to be used for the relocation project.

Workforce Board Lease Agreement

Mr. Anderson advised the Commission that the Gulf Coast Workforce Board was meeting today but he had not received a reply from them prior to meeting time if the new lease agreement has been approved.

Roadside Pick-up Amnesty Month

Mr. Anderson noted that the project is going well and a lot of items have been picked up.

Ghost on the Coast

The Chamber of Commerce has been working on the program and activities will begin at 6:00 P.M. A Fish Fry will also be held and it will begin at 5:00 P.M.

New Business

Sign Ordinance – Commissioner Thursbay

Commissioner Thursbay shared that a lot of people are not happy with the Sign Ordinance, they feel that it is too strict and he passed out his recommendations for changes to the current Ordinance. A Motion was made by Commissioner Thursbay to let staff make the changes and bring them back for a reading. A second was made by Commissioner McCroan for discussion. After discussion and for clarification, Attorney Gibson suggested that changes be made using the strike through and red line method so the Commissioners would know what changes were being made. The motion and second were withdrawn and staff will review the Ordinance noting the requested changes.

Animal Control Ordinance – Commissioner Patterson

Commissioner Patterson requested a Workshop on the Animal Control Ordinance. He is concerned about Section 4 which involves animals running at large. He would also like to see language concerning feeding cats on abandoned property.

Chief Barnes noted there are problems with animals running at large and felt the Ordinance should be enforced. Rabid foxes and coyotes have been found in the City and if they bite an animal who in turn scratches or bites a human there will be health issues.

Commissioner Buzzett noted there is an Interlocal Agreement with the County and if changes are made it becomes our Ordinance and he asked who would enforce it.

Commissioner Buzzett reminded the Commissioners that each of them is trying to help individual people with problems, they try to solve them before coming to a meeting and spend a whole lot of time with them unless it is a huge problem. He noted that we have problems with our water and have bad streets and that will help everybody in town when we get those fixed. Commissioner Buzzett would like to see the Commission concentrate more on big

things, try to get the little things solved outside meetings and not spend a whole lot of time on them in meetings. He encouraged the Commissioners to resolve these issues outside of meetings with City Staff and it that does not take care of it, bring it to a meeting.

Commissioner Patterson will continue gathering his information, put it on paper and work with staff on this issue.

Mr. Anderson noted that trespassing can be dealt with when the City Police Department is notified.

Utility Deposits – Commissioner McCroan

Commissioner McCroan questioned why someone should have to pay a utility deposit to transfer the name on an account when the service would be at the same residence. He felt that it should be \$10 rather than require a new deposit. The person requesting the change has no payment history with the City and does not have the currently required deposit amount on file. After discussion, the issue was referred to City Staff.

RFP 2013-07 - 2012 CDBG Water System USDA MLK Sidewalks

The apparent low bidder, North Florida Construction Company, has requested that they be allowed to withdraw their bid due to a clerical error made in calculating the bid price. A Motion was made by Commissioner Buzzett, second by Commissioner Patterson, that North Florida Construction Company be allowed to withdraw their bid based on documentation provided to Clay Smallwood, III, of Preble-Rish Inc. All in Favor; Motion carried 5-0.

A Motion was made by Commissioner McCroan, second by Commissioner Patterson, that contingent upon working with USDA and the Department of Economic Opportunity (CDBG), negotiations begin with the second lowest bidder, GAC. The bid from GAC, in the amount of \$852,630 is over budget but the engineers feel that there is working room in the bid. All in Favor; Motion carried 5-0. Mr. Smallwood noted that USDA is currently unavailable due to the government furlough but he will get with them as soon as they return to work.

RFP 2013-08 - Landscaping and Grounds Maintenance Bid Award

A letter was received from the apparent low bidder, Panhandle Lawn Care, requesting they be allowed to recall their bid due to errors made during the bid process. A Motion was made by Commissioner Thursbay, second by Commissioner McCroan, to release Panhandle Lawn Care from their bid. All in Favor; motion carried 5-0.

A Motion was made by Commissioner Buzzett, second by Commissioner McCroan, to award the contract to the second lowest bidder, Sun Coast Lawn and Landscaping in the amount of \$38,500. All in Favor; Motion carried 5-0.

Commissioner Buzzett requested that the City look into establishing a written program for routine fertilizing and pesticing of these properties. He feels that it will help us tremendously to have this program.

Commissioner Thursbay requested that Mike Lacour follow up on this.

Public Works – John Grantland

Approximately 200 of the new water meters have been received and installation will begin next week. Mr. Grantland noted that 520 meters need replacing and 600 were ordered.

Surface Water Plant

Mr. McClamma was working on the Ground Storage Tank and was not at the meeting.

Wastewater Plant – Lynn Todd

Ms. Todd advised the Commission that the plant lost another aerator last Tuesday which gives the plant a total of three operational aerators now and efforts have been made to utilize the available equipment on site. She has received complaints from numerous residents in Highland View and North Port St. Joe because of the odor. Bob Lyles has estimated that it would require more than \$1,000,000 to rehab or replace the current aerators for the lagoon.

Solar Aeration System – Request to Bid

Ms. Todd requested that SolarBee Equipment (Water Solutions) be declared a sole source provider and that she be allowed to order from them. She stated that Water Solutions offers a 5 year Lease to Own Policy and a 25 year

warranty on the solar panels. If the City is not happy with the product at the end of a year, the product will be picked up.

Commissioner McCroan asked if Ms. Todd would be sending a couple of employees to look at the site in Birmingham, Alabama that utilizes the SolarBee equipment. Ms. Todd responded that she would.

Motion was made by Commissioner McCroan, second by Commissioner Thursbay, and pending a review by Attorney Gibson, that Ms. Todd be allowed to purchase the aerators. All in Favor; Motion carried 5-0.

Mr. Anderson shared that he is not sold on solar power because of prior City experiences and is concerned about the effectiveness of solar equipment. He also noted that the cost for a five year Lease will be approximately \$400,000.

Ms. Todd noted that Grit King #1 has failed again and is still down. They will be pulling #1 next week to determine what the problem is.

City Engineer – Clay Smallwood, III

Traffic Study Update

Mr. Smallwood has not received anything from FDOT as of today.

Water Study Update

Starting tomorrow, CDM will have staff doing jar test at the plant; more water and ferric were shipped to Virginia Tech today and he anticipates results of the pilot testing soon.

Northwest Florida Water Management District Application Update

Finishing touches are being put on the application and it should be mailed shortly.

Code Enforcement

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

Police Department – Chief Barnes

Chief Barnes anticipates having the new radars in place in the next couple of weeks. Two will be on Madison Street and two on Long Avenue.

The Police Department is currently one officer short and advertisement for the vacancy will begin this week.

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

Ms. Alsobrook has requested an extension from FDOT on the Phase IV Landscape grant.

Ms. Alsobrook asked about the status of the bid process. Mr. Anderson responded that he has talked with Mr. Keels and indications are he will be withdrawing the bid protest. Ms. Alsobrook will get the award letter out tomorrow for the project.

City Clerk – Charlotte Pierce

Mrs. Pierce did not have anything to report.

Citizens to be Heard

Discussion Items by Commissioners

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

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

Commissioner Patterson noted that he was on Fourth Street earlier this week and there was a water meter that lacked a cover. He asked that it be taken care of and that workers keep an eye out for meters without covers.

Commissioner Thursbay thanked the City Staff for all the hard work that went into finalizing the Regions Bank Loan.

A Motion was made by Commissioner McCroan, second by Commissioner Patterson, to adjourn the Meeting at 7:29 P.M.

Approved this _____ day of _____ 2013.

Mel C. Magidson, Jr., Mayor

Charlotte M. Pierce, City Clerk

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. **The Lessee will not be responsible for accidents on the Playground, Nathan Peters Park, Outdoor Basketball Court or on the Softball Field except during the Summer Youth program for the months of June and July.**

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

ORDINANCE 497

AN ORDINANCE OF THE CITY OF PORT ST. JOE, FLORIDA, REPEALING ARTICLE VI OF THE LAND DEVELOPMENT REGULATIONS OF THE CITY OF PORT ST. JOE; ADOPTING A REVISED ARTICLE VI PROVIDING FOR SIGN REGULATION; PROVIDING FOR THE APPLICATION, PERMITTING AND VARIANCE PROCESS; PROVIDING FOR TYPES OF SIGNS AND REQUIREMENTS FOR CONSTRUCTION AND MAINTENANCE; PROVIDING FOR PENALTIES; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

1. Article VI of the Land Development Regulations of the City of Port St. Joe, amended May 18, 2010 as Ordinance 448 Is hereby repealed.
2. Revised Article VI attached hereto and by this reference made a part hereof is hereby adopted.
3. REPEAL: All ordinances or parts of ordinances in conflict herewith are hereby repealed.
4. SEVERABILITY: If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder shall not be affected by such invalidity.
5. EFFECTIVE DATE: This ordinance shall become effective ____, 2013.

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 PIERCE
CITY CLERK-AUDITOR

ARTICLE VI. SIGN REGULATIONS

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6.0 General Provisions

6.0.1 Purpose

1. To promote and protect the public health, safety, and general welfare.
2. To enable the identification of places or residences and businesses.
3. To balance the rights of individuals to convey their messages through their signs and the right of the public to be protected from the unrestricted proliferation of signs.
4. To enhance the economy and the business and industry of the city by promoting the reasonable, orderly and effective display of signs, including the public being able to locate goods, services, and facilities in the city.
5. To maintain and enhance the aesthetics of the city by restricting signs and lights that increase clutter.
6. To maintain and improve traffic safety by preventing and restricting signs that, due to their placement or appearance, increase the probability of traffic accidents by obstructing vision or confusing motorists.
7. To promote signs that are compatible with their surroundings and minimize potential adverse effect of signs on nearby property.
8. To ensure proper maintenance of signs for safety and structural soundness as well as the appearance of signs.
9. To ensure the fair and consistent enforcement of sign regulations.
10. To insure that these sign regulations continue to take into account developments in the law.

6.0.2 General Requirements

1. Any sign erected, placed, reconstructed, expanded or relocated on any property within the City shall conform to the provisions of this Article. The number, location, and size of signs allowed per each property or business is limited by this Article.
2. No signs shall be located, erected, placed, constructed, reconstructed, expanded, altered, or relocated except as provided in this ordinance without securing a permit from the City of Port St. Joe.
3. It is the responsibility of the owner/developer to ensure proper compliance and to repair and maintain the signs.
4. It is the responsibility of the land owner to remove signs from unoccupied spaces and/or buildings, or when the permit has expired.
5. Signs not repaired or maintained, as determined by the City or its designated agent, and duly cited for posing a public safety hazard will be declared derelict and will be removed at owner's expense.
6. Private signs on public property or public right-of-way may be removed by the City or its agents without notice to the sign owner.

6.0.3 Prohibited Signs

1. Bench Signs.
2. Non-Conforming Signs ~~except those that were in existence before October 1, 2013.~~
3. ~~Off Premises Signs: Off premises signs pertain to any sign on any property other than that on which the business is located, including but not limited to billboards, sandwich boards, "A" frame, "T" frame, step signs, "yard" signs, menu signs, "on duty" signs, snipe signs, portable signs, trailer signs, vehicle signs.~~
4. Advertising Signs on Towers: Advertising signs on any type of water tower, aerial tower or other tower.
5. Signs on Public Right of Way: Signs on public rights-of-way, public property including but not limited to streets, sidewalks, parks, street lights and poles, bridges, in or upon any river, bay, lake, or other body of water, except signs erected, approved or required by law or by public governmental entities or signs erected pursuant to section 6.4.9.
6. Temporary or mobile Changeable Message Signs (except portable menu signs, & signs owned by public entities)
7. Pavement Markings, except official traffic control markings and street addresses.
8. Roof Signs.
9. Piers or Seawalls: Signs attached to or painted on piers or sea walls, other than official regulatory or warning signs.
10. Emissions: Signs that emit sound, vapor, smoke, odor, particles, or gaseous matter.
11. Unshielded Illumination: Signs that have unshielded illuminating devices or which reflect lighting onto public rights-of-way, thereby creating a potential traffic or pedestrian hazard.

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12. Moving Signs: Signs that move, revolve, twirl, rotate, flash, including animated signs, multi-prism signs, floodlights and beacon lights, except when required by the Federal Aviation Agency or other governmental agency.
13. Obstructions: Signs that obstruct, conceal, hide, or otherwise obscure from view any official traffic, government sign, signal, or device, or presents a potential traffic or pedestrian hazard, including signs which obstruct visibility.
14. Three-Dimensional Objects: Three-dimensional objects that are used as signs, carried, waved, or otherwise displayed by persons either on public rights-of-way or in a manner visible from public rights-of-way, intended to draw vehicular and pedestrian attention for a commercial purpose (not intended to limit the display of placards, banners, flags, or other signage by persons participating in demonstrations, political rallies and similar events that have been properly permitted).
15. Signs Omitted from the Code: Any sign that is not specifically described or enumerated as permitted within the zoning district classifications in the land development code.
16. Flags and Banners as permanent signage.

6.0.4 Enforcement of Prohibited Signs

1. Any sign that is installed, erected, altered, moved or replaced in violation of this Article is prohibited. The enforcement of sign regulations will be performed by the Code Enforcement Inspector (CEI), the City Manager, or his designee. The owner or person or firm maintaining the sign shall, upon notice either written or verbal from the City Manager, CEI, or his designee, shall remove prohibited signs. Any such sign not removed or properly altered within the time period allotted from 15 days of the date of the notice, may be removed by the City and all costs charged to the property owner, agent, or person having beneficial interest in the sign itself.

2. Derelict Signs

Should any sign become insecure or in danger of falling or otherwise unsafe in the opinion of the City Manager or his designee, the owner or person or firm maintaining the sign shall, upon written or verbal notice from said enforcement officer, forthwith in the case of immediate danger and in any case within (48 hours), remove such sign or secure it in a manner approved by the enforcement officer. Any such sign not removed or properly secured within the time period allotted from the notice, may be removed by the City and all costs charged to the property owner, agent, or person having beneficial interest in the sign itself.

3. Temporary Signs

Pennants, streamers, banners, wind-blown devices, real estate signs, real estate directional signs, semi-public-use directional signs, signs in the right-of-way, and construction signs that do not conform to the provisions of this Article upon its adoption or amendment shall be removed within ten (10) days.

4. Nonconforming Signs and a new business

A nonconforming freestanding or building sign shall not be reused for a new business or establishment and shall be removed within thirty (30) days after the business or establishment to which the sign initially pertained ceases to operate at the subject location. This includes the replacement of a sign face module for a new business on a sign or sign structure that exceeds the maximum area or height requirements established by this Article.

5. Change or Removal of Discontinued Signs

When a property owner has a lawful and conforming freestanding or building sign that no longer is used by a business or establishment, and the owner desires to retain said sign, this section shall apply in order to retain said freestanding sign as a lawful sign. If the discontinued freestanding sign or building sign contains a sign face that is in the form of a removable sign face module, the removable sign face module containing advertising shall be removed and replaced with a panel of like or similar appearance without advertising until another use is lawfully established. If a discontinued freestanding sign or building sign contains a sign copy area that is not removable, the said sign shall be removed or the copy area shall be painted over to conceal the advertising.

6.0.5 Prohibited Sign Locations

1. No sign shall be placed or located in a manner inconsistent with this Section.
2. Location in right-of-way prohibited. No part of any sign shall be located in, over, or project into a public right-of-way except for awning signs, canopy signs, or projecting signs in the commercial district.
3. Obstructions of buildings and roadways prohibited. No sign shall be erected, located, or maintained in such a manner as to interfere with safe and free ingress and egress of any door, emergency exit, driveway, street, or roadway.
4. Obstruction of utilities prohibited. No sign shall interfere with such utilities as water mains and hydrants, sanitary sewerage, gas, electricity, and communications equipment or lines, and shall not interfere with natural or man-made storm-water drainage facilities.
5. Obstructions of views and confusion with traffic controls. No sign shall be erected or maintained where, by reason of its position, wording, illumination, size, shape or color, it may obstruct the view of oncoming vehicles or impair, obscure, interfere with the view of, or be confused with any authorized traffic control sign, signal, or device. No sign shall contain or be in imitation of an official governmental traffic control sign, signal, or emergency vehicle device.
6. Damage to trees or landscaping. No sign shall be located in a manner that poses a threat to the critical root zone of an existing tree or landscaping.

6.0.6 Penalties for Non-Compliance

1. If a sign is erected either without the required permit (unless no permit is required as per

this Article) or erected in violation of this Article, the owner, owner's agent, or person in control of any property where the sign is located shall have the sign immediately removed.

2. Upon receipt of written notification by the City that a sign is illuminated, blinking, moving three-dimensional or sounding in violation of this Article, the owner, owner's agent, or person in control of the premises, shall immediately terminate the prohibited illumination of such sign.
3. In the case of emergency situations, the City is hereby authorized to take such steps that may be necessary to secure or remove signage that poses a threat to the public health, safety, and welfare.
4. Penalties shall be imposed as part of the code enforcement process, which fines shall be paid within thirty (30) days, or liens will be placed on the property in violation. Penalties Shall Be as Follows:

First Offence: Warning-Correction Notice

Second Offence: \$25 Dollars per day

Third Offence: \$50 Dollars per day

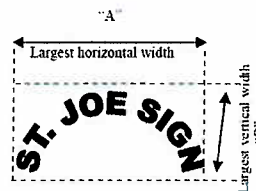
Forth offence: \$250 Dollars per day

Fifth or more \$500 Dollars per day

6.0.7 Size & Height Computation

1. Computation of Sign Area:

- a. The area of a sign shall be computed by means of the smallest rectilinear figure (but which shall have a continuous perimeter of not more than eight (8) straight lines) which encompasses all lettering, wording, frame, design or symbols, together with any background and any illuminated part of the sign on which the sign is located, if such background or such illuminated part of the sign is designed as an integral part of and related to the sign.



- b. Support and bracing which are not intended as part of the sign and which contain no message, shall be excluded.
- c. In the case of a multi-faced sign, the area of the sign shall be considered to include all faces visible from one direction. The area shall be considered to include all lettering, wording and accompanying designs or symbols together with any background of different color than the natural color of the building.

2. Computation of Height

- a. The height of a sign shall be computed as the distance from the ground directly below the center of the sign or from the grade of the closest point in the traveled way of the road or street the sign is located along, whichever is higher, to the sign or sign structures highest point.

6.1 Temporary Signs Allowed Without a Permit – Restrictions Apply

6.1.1 Construction Signs

1. Safety or warning signs for road work with flashing lights and/or messages are allowed during progress of the work.
2. One construction site identification sign may be placed on a property upon the commencement of construction and shall be removed within Ten (10) days of receiving a final certificate of occupancy for the construction or development project to which it refers, if such sign complies with all of the following:
 - a. Maximum nine (9) square feet in sign face area and a maximum height of four (4) feet in single-family residential zoning districts.
 - b. Maximum thirty-two (32) square feet in sign face area and a maximum height of eight (8) feet nonresidential zoning districts.
 - c. No illuminations shall be permitted.

6.1.2 Temporary Window Signs

6.1.3 Portable Menu Signs

1. Shall be located adjacent to the building wall for the business for which it promotes a product or service
2. Shall allow no less than four (4) feet of open pedestrian space between the outer edge of the sign and the edge of the sidewalk.
3. Shall be removed daily at close of business day.

6.1.4 New Business Signs

1. Banners may be permitted to indicate the grand opening of a new business, the existence of a new business, or a business in a new location.
2. Such banners shall be placed flush upon the wall or window to which they are attached. Banners shall not be hung as canopy sign or flown as flags.
3. Such message may be displayed for a period of not more than thirty (30) calendar days or until installation of permanent signs, whichever shall occur first. An extension of thirty (30) days may be granted by the City for reasonable cause

6.1.5 Real Estate Signs

1. One (1) freestanding real estate sign per parcel of land indicating that a parcel of land or a building located on the parcel of land or part thereof is for sale, for lease or otherwise available for conveyance, provided that such sign does not exceed:
 - a. Maximum nine (9) square feet of total sign face area and (4) feet in height, non-illuminated, on parcels of land designated or used for residential purposes to include riders
 - b. Maximum thirty-two (32) square feet of total sign face area and eight (8) feet in height, non-illuminated on parcels of land designated or used for non-residential purposes (multi-family, commercial and industrial zoning districts).
 - c. In the event that more than one dwelling unit or non-residential space on a single parcel of land is for sale, one (1) attached sign per dwelling or space of no more than two (2) square feet in total sign face area in addition to the permitted freestanding signage.
2. Ten (10) days after sale transaction is recorded with the Gulf County Clerk of the Court, any and all signage accompanying the sale shall be removed.
3. For Rent Signs: One (1) attached sign either affixed to the structure or displayed from a window that a property is for lease or for recurring short-term rental with a maximum square footage of nine (9) square feet.

6.1.6 Political Signs

1. One (1) Temporary yard sign per political candidate or political initiative may be placed per property with permission of the property owner and must be removed within ~~two (2)~~ 14 days following the election.
2. Penalties for non compliance may be assessed to the property owner and/or the political candidate. City Staff will remove all signs placed in the right-of-way or on City Property and will remove signs for any individual or business/company.

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6.1.7 Garage Sale Signs

1. One (1) garage/yard sale/open house sign of no more than two (2) square feet of total sign face area located on the parcel of land where the sale is to be conducted, and displayed only on the dates on which the sale is conducted.

6.2 Permanent Signs Allowed Without a Permit – Restrictions Apply

6.2.1 Street Address Signs: One address sign of no more than (2) two square feet of total sign face area for each parcel of land used for residential purposes, and no more than (3) three square feet of total sign face for each parcel of land used for commercial purpose and semi-public use purposes.

6.2.2 Equipment/Machinery Signs: Signs which are integral and incidental to equipment or machinery and cover no more than twenty (20) percent of the exterior surface of such equipment or machinery.

6.2.3. Menu Signs: One (1) Attached or freestanding menu sign of no more than six (6) square feet of sign face area located at the entrance of a restaurant. Two (2) freestanding sign no more than sixteen (16) square feet in area and six (6) feet in height located in the rear of the principal building of the restaurant.

6.2.4. Onsite Directional Signs: Onsite directional and traffic control signs of no more than four (4) square feet of sign face area, provided that business logos or other non-traffic control symbols do not exceed twenty-five (25) percent of the sign face area.

6.2.5 Parking Space Numbers: Parking space numbers and marina slip numbers painted on the paved surface or dock not to exceed one-half (½) square foot of sign face area per sign.

6.2.6 Indoor Signs or Signs within a Stadium: Signs indoors or located within a stadium that are primarily directed at patrons of the facility.

6.2.7 Safety Signs: Safety or warning signs that do not exceed four (4) square feet of sign face area per sign.

6.2.8 Vessel Slip Signs: One (1) sign identifying each individual vessel slip at a marina, provided such sign does not exceed four (4) square feet in area and is placed in the vicinity of the slip. For commercial marinas having separately licensed slips for commercial vessels, each licensed slip shall be permitted one (1) sign containing no more than eight (8) square feet in area placed in the vicinity of the slip to identify the vessel, rate/embarking schedules or other information.

6.2.9 Permanent Window Signs: Signs within windows and doors incidental to the operation of the business (i.e. hours of operation and accepted credit cards) and required signs (i.e. statutory and business regulation signage) shall be permitted in non-residential zoning districts.

6.2.10 Memorial Signs: Memorial signs or tablets, names of buildings and the dates of erections, when cut into any masonry surface or when constructed of bronze or other non-combustible materials so long as the memorial sign or tablet does not exceed four (4) square feet of area.

6.2.11 Off Premise Signs: One (1) off premise sign will be allowed per parcel along with the standard allowable signage. The off premise sign must meet the requirements of the sign ordinance depending on the type of sign.

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6.3 Event Signs

6.3.1 Event Signs:

1. The following sign allowance shall be allowed in conjunction with a special temporary event duly permitted pursuant to the Code of Ordinances.
2. Such signage may not interfere with traffic, safety or sight lines and must be erected on the property on which the event is to be held, and shall be allowed for a period of seven (7) days prior to the event, and four (4) days for the duration of the event, and to be removed at the conclusion of the event.
3. One non-illuminated temporary sign, banner, balloon, cold air inflatable, streamer, or pennant announcing the event, not exceeding thirty-two (32) square feet in area nonresidential zoning districts only.

6.3.2 Off-Site Event Signage

1. Any business, church, school, or non-profit located within the limits of the City is eligible to be included in the Off-site event signage locations.
2. Off-site event signage shall be allowed only in common locations as designated by the City Manager or designee.
3. Off-site sign permit application, including a fee based on a fee schedule to be determined by City Commission resolution is required.
4. Shall be allowed for a period of seven (7) days prior to the event, and four (4) days for the duration of the event, and to be removed at the conclusion of the event.
5. Size restrictions for signs in common locations will be determined by the City Manager based on the space available in the common location.
6. Quantity of Off-Site event signage allowed for any one business, church, school or non-profit will be limited to (4) events per year.

6.4 Commercial Signs

6.4.1 Freestanding Signs

1. Principal freestanding signs shall be monument signs or pole signs.
2. Only One (1) principal freestanding sign is allowed per parcel.
3. Maximum size of thirty-two (32) SF of signable area visible from any one direction.
4. There shall be a minimum setback of five (5) feet between any right-of-way and the nearest edge of a freestanding sign along State right-of way, and a minimum setback of three (3) feet along City right-of-way. Signs shall not interfere with any intersection sight triangle.
5. Maximum of fourteen ~~(14)~~ 30 feet high, but in no case above the height of the principal building.
6. Commercial parcels with more than 20,000 square feet of retail and/or office space restricted to thirty (30) feet in height and twelve (12) feet in width.
7. All freestanding signs shall be installed in a landscaped area of not less than twenty five (25) square feet.
8. All freestanding signs shall include the address number of the property on which the sign is to be located
9. Materials used in the structure of the monument sign and any other principal freestanding sign should be architecturally compatible with the principal building or structure on the lot..
10. No free standing sign shall be allowed on any parcel of land located on U.S. Highway 98 between Cecil G. Costin. Sr. Boulevard and First Street unless the parcel has 120 feet or more of frontage on Highway 98.

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11. In the event that more than one business is located on a parcel having 120 feet or more of Highway 98 frontage, those businesses may share a free standing sign so long as it meets all the requirements of Ordinance 448.

12. In the event that a free standing sign is located on a parcel of land with 120 feet or more of Highway 98 frontage and because of a sale, operation of law or any other occurrence, the parcel is divided so that it no longer has 120 feet of frontage then the free standing sign must be removed within 30 days of the division of the property.

6.4.2 Attached Building Signs

1. The graphic and the wall on which the attached building sign is displayed shall be correctly proportioned per this Article.
2. The signable area is a continuous portion of a building unbroken by doors or windows. The area is calculated by selecting a continuous façade free of architectural details, then drawing an imaginary rectangle and computing the square footage of this area.
3. The total sign area shall be no more than fifty percent (50%) of the signable area.
4. The allowable size graphics may be located anywhere on the wall.
5. Where individual businesses are located in a single building or in multiple buildings that are connected, attached signs shall be designated according to a common theme but may be sufficiently unique to each individual business.

6.4.3 Projecting and Blade Signs

1. Projecting signs include awning/canopy signs suspended from an overhang or blade signs attached to the wall and perpendicular to the wall and shall be limited to no more than one (1) per tenant on a property.
2. Shall be placed with at least six feet, eight inches (6'8") of clearance above the walking surface when erected over pedestrian walkways.
3. If illuminated, must follow requirements of "Illuminated Signs."

6.4.4 Multiple Business Signs

1. Two (2) one-sided monument signs or one (1) two-sided monument sign may be located at each entrance into a commercial development or into an office or industrial park consisting of two (2) or more buildings.
2. Each development entrance sign shall not exceed thirty-two (32) total square feet in total sign face area.
3. If illuminated, must follow requirements of "Illuminated Signs."

6.4.5 Sign Illumination

1. The light from any illuminated sign shall be shaded, shielded, or directed away from adjoining street rights-of-way and properties.
2. No sign shall have blinking, flashing, or fluttering lights, or other illumination devices which have a changing light intensity, brightness, color, or direction.
3. No colored lights shall be used at any location or in any manner that could be confused with or construed as traffic-control devices.
4. Neither the direct nor the reflected light from primary light sources shall create a traffic hazard to operators of motor vehicles on public thoroughfares.

6.4.6 Changeable Message Signs

1. Gasoline Price Signs: The area of gasoline price signs, whether attached or not, shall be included in determining the cumulative area of signs on a property. Gasoline price signs shall be integrated into the principal sign of the property.
2. Permanently Installed Changeable Message Signs
 - a. Must not be portable or include wheels, axels, or trailers
 - b. Must be integrated into the permanent principal freestanding sign or building sign.
 - c. Must be maintained properly to avoid missing letters, non-matching letters and numbers, and maintain current information.

6.4.7 Electronic Message Boards

1. Notwithstanding any other provision of this code, electronic message boards and/or changeable message signs shall be permitted if it complies with all of the following (signs owned by public entities are exempt):
 - a. It must be located on a multi-tenant commercial center providing not less than ~~50,000~~
25,000 square feet of retail space.
 - b. It shall not be located within the boundaries of the Port St. Joe Redevelopment Agency or in any area designated residential, recreational or public use on the Port St. Joe Future Land Use Map. Special exceptions can be made by the City Commission.
 - c. The PDRB shall make a finding that the sign, as permitted, does not use any flashing or strobe lights, does not emit any sounds, does not present lighting effects that are unusually distracting to vehicles and otherwise complies with the size, location and other requirements of these regulations.
 - d. It may not be located less than nine feet above grade.
2. Time and Temperature Signs
 - a. Time and temperature signs shall be allowed in non-residential districts.

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- b. Time and temperature changes shall not occur more frequently than once every fifteen (15) seconds.
- c. The maximum area for the time and temperature portion shall be twenty (20) square feet .
- d. The area of a time and temperature signs, whether attached or not, shall be included in determining the cumulative area of signs on a property.

6.4.8 Murals

1. Murals will be allowed; however, the sponsorship or advertisement area shall not exceed ten (10) percent of the total computed area of the mural.

6.4.9 Tourist Oriented Directional Signs (TODS)

1. The TODS signage program shall be in accordance with FDOT rules and regulations regarding size, materials, and locations allowed.
2. TODS signage can only be installed by the City or its Agents.
3. TODS signage program is intended to benefit local businesses that rely on visitors for at least 51% of their annual income.
4. TODS directional signs can direct visitors from State highways to business districts that may be located off of the state highway
5. TODS signs in Port St Joe can identify business districts and tourist activities but will not identify an individual business by name.

6.4.10 Pedestrian Oriented Signs (POS)

1. Any business, church, school, or non-profit located within the limits of the City is eligible to be included in the common location for POS Signs.
2. POS Signs will be allowed only in common areas identified by the City Manager or his designee.
3. POS Signs may identify individual businesses by name, logo, location, and services offered.
4. Size, format, and materials of signs will be strictly controlled with standards as designated by the City Manager based on the space available.
5. Qualified POS signs will be allowed by an annual permit fee. Fees for the installation of POS Signs will be determined by resolution of the City Commission.

6.4.11 Commercial District Signs

1. District Signs can only be installed by the City or its Agents.
2. Locations of District Signs is limited to City property, City right-of-way, or private property leased to the City.
3. District signs can direct patrons from State highways to business districts that may be located off of the state highway
4. District Signs in Port St Joe can identify business districts and business activities but may not identify an individual business by name.

5. Size, locations and materials will be at the discretion of the City, but may not violate any State or Federal regulations.

6.5 Non-Commercial Signs

6.5.1 Subdivision Signs

1. One monument entry sign for each entrance into a platted subdivision of no more than thirty-six square feet of total sign face per sign.
2. The height of a monument sign shall not exceed eight feet.
3. All monument signs shall be installed in a landscape area of not less than twenty-five (25) square feet. If the sign is for a multi family facility, it shall include the address on which the sign is located.

6.5.2 Home Based Business Signs

1. One attached wall sign no more than six (6) square feet except that no signage is allowed for a home based business located in zoning districts VLR, R-1 and R-2A according to Article III of the Land Development Regulations.
2. Non-illuminated.

6.5.3 School & Park Signs

1. One monument entry sign for each major entry into a school or park of no more than thirty-two (32) square feet of sign face.
2. The height of a monument sign shall not exceed eight (8) feet.
3. All monument signs shall be installed in a landscape area of not less than twenty-five (25) square feet and shall include the address number of the property on which the sign is to be located.

6.5.4 Religious and Non-Profit Signs

1. All signs for Religious Facilities, Churches, and Non-Profit Facilities shall follow the same guidelines and have the same restrictions listed under section 6.4 Commercial Signs.

6.6 Sign Permitting

6.6.1 Permit Application

1. A sign permit application for permanent and certain temporary signs as may be required by this Article, or separate City Commission resolution, shall be prepared and submitted on forms available at the Code Enforcement inspector (CEI) office at City Hall, or other office designated by the City Commission. The sign permit application is in addition to any building permit application required by the Florida Building Code. The applicant shall complete and submit the sign permit application. The required application form is attached hereto as exhibit A.

2. In the event that the building inspector or the CEI determines that the sign is of sufficient complexity as a result of size, location or other components the applicant shall provide three (3) copies of the plans, specifications, calculations and details, signed and sealed by an engineer licensed in Florida, specifications documenting the applicable wind load, and electrical specifications, if applicable, meeting the minimum requirements of the applicable Electric Code.
3. A sign permit fee shall be \$25, which cost may be modified at any time by resolution of the City Commission. All sign permit applications shall be accompanied by the applicable sign permit fee.
4. While this permitting process shall not include major developments, which are addressed in the Land Development Regulations, all the regulations, restrictions, locations and penalties shall be the same. Any signs in major developments that are not approved during the major development process shall adhere to this Article.
5. An applicant shall deliver a sign permit application to the Code Enforcement office at City Hall, or such other office as may be designated by the City.
 - a. The sign permit application shall be reviewed by the CEI for a determination of whether the proposed sign meets the applicable requirements of this Article and any applicable zoning law. The review of the sign permit application shall be completed within seven (7) Business days following receipt of a completed application, and any applicable fees. A sign permit shall either be approved, approved with conditions (meaning legal conditions existing in the Code such as dimensional requirements), or disapproved, and the decision shall be reduced to writing. A disapproval shall include or be accompanied by a statement of the reason(s) for the disapproval. The CEI shall seek review of the City Attorney prior to notice of disapproval. If disapproval is the consequence of a failure to decide upon the application within the deadline set forth herein, the CEI shall upon request refund any applicable fee to the person who paid the fee. In the event that no decision is rendered within seven calendar days following submission due to unforeseen circumstances, the application shall be deemed denied and the applicant may agree to additional time for the CEI to review the application or may appeal to the PDRB. Any appeal shall be heard and a decision rendered within the time frames specified in this Article for appeals.
 - b. For the purpose of appeal to any court of law, an applicant must exhaust the administrative remedies provided by these regulations.
 - c. In the case of an approval with conditions or disapproval, including disapproval by lapse of time as described herein, an applicant may ask for reconsideration of the decision on the grounds that the CEI has overlooked or failed to consider any fact(s) that would support a different decision. A written request for reconsideration accompanied by such additional fact(s) as the applicant may wish the CEI to consider, shall be filed with the CEI within ten (10) calendar days after receipt of the decision. No fee shall be required for a request for reconsideration. Upon the timely filing of a request for reconsideration, the decision of the CEI shall be deemed stayed and not a final

- decision, until the request for reconsideration is decided. The request for reconsideration shall be decided within seven (7) Business days of receipt by the City. Such decision shall be in writing and shall include a statement of the reason(s) for the decision. If the disapproval of the request for reconsideration was a consequence of a failure to decide upon the application within the deadline set forth herein, the CEI shall verify upon request that any applicable fee was refunded even if the City Commission or PDRB approves the application upon reconsideration.
- d. All decisions shall be mailed, transmitted electronically, or hand delivered to the applicant. A record shall be kept of the date of mailing, electronic transmittal, or hand delivery. For the purposes of calculating compliance with the seven day deadline for a decision upon an application or the seven (7) day deadline for a decision upon request for reconsideration, the decision shall be deemed made when deposited in the mail, transmitted electronically, or hand delivered to the applicant.
 - e. As exceptions to the foregoing, the seven day deadline for approval and the seven (7) day deadline for a decision upon receipt of a request for a reconsideration shall not apply (that is, the time shall be suspended):
 1. In any case in which the application requires a variance, rezoning, comprehensive plan amendment or approval from another governmental agency. In such cases, the time shall be suspended until seven (7) days after a final decision is made.
 2. If the applicant is required to make any change to the application to obtain an unconditional approval the time shall be suspended until seven (7) days after the changes are made.
 3. Time may also be suspended based on written agreement of the applicant and the CEI.
6. An application which is materially incomplete or which is not accompanied by the required fee shall not be deemed accepted and the time for review of the application shall not commence until a complete application accompanied by the required fee is filed with the City commission's Designee. However, the CEI shall keep the record of incomplete application or any application not accompanied by the correct fee, as required by applicable public record laws. In addition, the CEI shall within thirty (30) days of receipt of such an application send the applicant a written explanation of the deficiencies in the application and ask that the deficiencies be remedied, explaining that the application cannot proceed forward otherwise and the review will be suspended pending receipt of the required information or documentation. The applicant must then submit a new application with the deficiencies corrected in order for it to be considered by the CEI.
 7. Any person aggrieved by the decision of the City upon his or her sign permit application shall have the right to seek judicial review by the Circuit Court of the

Fourteenth Judicial Circuit in and for Gulf County, Florida, or any other court of competent jurisdiction, filed in accordance with the requirements of law, seeking such appropriate remedy as may be available provided that the applicant has exhausted the administrative remedies provided for herein. The City shall not oppose any request of the Court by the applicant for an expedited review of the City's decision.

6.6.2 Variance and/or a Special Exception Request

- ~~1. Any property owner may request a waiver from the provisions of this article by submitting an application, which specifies in detail each provision of this article to which the applicant seeks a variance. The nonrefundable fee to request a variance shall be \$150, which may be revised by the City Commission at any time, and shall be required with the variance request. The variance or special exception application shall be approved or denied in accordance with the criteria and procedures set forth in 2.13 and 2.14 of the City Code except that the City Commission must give final approval. In general, a variance may be granted when:~~

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- ~~a. A written application for a variance (hardship relief) is submitted to the Planning and Development Review Board demonstrating that a hardship exists based on one of the following conditions:~~
- ~~b. special conditions and circumstances exist which are peculiar to the land, structure or buildings involved and which are not involved and which are not applicable to other lands, structures or buildings in the same district;~~
- ~~c. Literal interpretation of the provisions of this Code would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of these regulations;~~
- ~~d. The special conditions and circumstances do not result from the actions of the applicant; or~~
- ~~e. Granting the variance requested will not confer on the applicant any special privilege that is denied by these regulations to other lands, structures or buildings in the same district.~~

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6.6.3 Appeal Process

1. Whenever it is alleged that there has been an error in any order, action, decision, determination, or requirement by an administrative official in the enforcement and application of any provision contained within this Article or any other provision of this Code pertaining to sign permits (including any allegation that an administrative official has failed to act within applicable time frames), the aggrieved party may file a written appeal with the PDRB.
2. The written appeal shall be filed with the PDRB within ten days of the date of the alleged

error. The written appeal shall describe the alleged error and the applicable provisions of the Code pertaining to the administrative official's order, action, decision, determination, requirement, or failure to act.

3. The PDRB shall hold a hearing within thirty business days and give a recommendation to the City Commission.
4. The ~~PDRB City Commission~~ shall render a written decision within ten ~~(40)~~ 30 days following the hearing.
5. If an administrative appeal is filed by the applicant, and the PDRB fails to meet within the proscribed time, the appeal will be deemed denied and the decision of the CEI regarding the sign application will be deemed a final decision subject to immediate appeal to a court of competent jurisdiction.
6. The ~~PDRB City Commission~~ shall comply with all applicable rules of conduct and procedures that pertain to land use and zoning and that are not inconsistent with the provisions in this Article.
7. No variance shall be given by the ~~PDRB City Commission~~ to any height, size or other dimensional criteria set forth in this Article. No variance shall be given by the PDRB with regard to the number of signs allowed on any parcel of land as set forth in this Article.
8. The appellate decisions of the ~~PDRB City Commission~~ pursuant to this section shall be deemed final, subject to judicial review by a Circuit Court of the Fourteenth Judicial Circuit in and for Gulf County, Florida, filed in accordance with the requirements of law, seeking such appropriate remedy as may be available.

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6.7 Phase-out of Existing Non-Conforming Signs

1. Existing signs deemed non-conforming to this ordinance on the date of its effective date shall be required to conform with this ordinance and any amendments thereof, within a period of five (5) years from October 31, 2008, or at the time of re-installation, reconstruction, change of business ownership, change in principal of business, or change of business name, whichever is first.
2. Existing signs deemed non-conforming to this ordinance on the date of its effective date shall not be expanded or relocated within the City limits; but normal maintenance is required.
3. Subject to the following conditions, all existing signs made non-conforming by the passage of this ordinance or by any subsequent amendment, may be continued in operation and maintained during the period of five years of its effective date. Such signs shall not be:
 - a. Replaced with another nonconforming sign.

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- b. Enlarged, extended, constructed, reconstructed, moved or structurally altered except to bring the sign into conformance with all provisions of this ordinance.
- c. Re-established after damage or destruction if such damage to the sign exceeds fifty percent of its total surface area. The extent of the damage shall be determined by the City of Port St. Joe or its designated agent.
- d. It shall not be re-established after it has been removed or has been discontinued or abandoned.

6.8 Sign Maintenance Requirements

1. Sign Maintenance

All signs, together with all their supports, base, and anchors and required landscaping shall be kept in good repair and, unless constructed of galvanized or non-corroding metal, shall be given a protective coating as necessary to maintain a clean appearance and safe condition.

2. Situations Where Maintenance is required

Upon discovery of a sign in need of maintenance, the code enforcement officer shall give written notice to the owner of the sign or the owner of the property on which the sign is located if the owner of the sign itself cannot be determined. Said notice shall state the items or items requiring repair or maintenance. The owner shall have thirty (30) days in which to repair or maintain the sign before a citation is issued. If the owner has failed to make repairs or the necessary maintenance with that time, the enforcement officer shall initiate enforcement proceedings as required to cure violation of the Article. Situations constituting the need for maintenance include but are not limited to the following (other similar conditions of disrepair or lack of maintenance may be determined):

- a. Lettering or other elements of the sign have become detached or have fallen off the sign or become misaligned.
- b. Painted surfaces on the sign or sign structure have begun to peel, flake over a significant portion of the sign, or have faded or oxidized to an extent that the sign no longer displays the message as originally intended.
- c. A significant number of the bricks, stones, or other materials on the structural base of a sign have become detached or have fallen off, or have become misaligned.
- d. A sign becomes derelict, or insecure or in danger of falling or otherwise unsafe.

6.9 Legal Provisions

- 1 Due to the need for public safety signage, directional signage, and other civic responsibilities of the Government, The City of Port St. Joe is exempt from the requirements and restrictions of this Article. However, the City will make responsible efforts to comply with the general intent and purposes of this Article.

2 Words and Phrases

Words and phrases used in this Article shall have the meanings defined in this section. Words and phrases not defined in this section but defined in the Land Development Code shall have the meaning defined in that ordinance. Words used in the singular shall include the plural; the plural the singular, and the words used in the present tense shall include the future tense. The word "shall" is mandatory, not discretionary. The word "may" is permissive. The word "erected" includes the words "constructed", "moved", "located" or "relocated." The word "lot" includes the word "plot" or "parcel." The word "person" includes the words "individuals", "firms", "partnerships", "corporations", "associations", "governmental bodies," and all other legal entities. The words "used" or "occupied" include the words "intended", "arranged", or "designed to be used or occupied."

3. Implied Consent: Any person applying for, and the property owner upon which the sign will be erected, and receiving a permit for any sign hereby consents to the following:

- (1) Consents to complying with all provisions of this Article; and
- (2) Consents for City officials to enter private property to inspect all signage and to remove illegally erected and/or non-conforming signs upon reasonable advance notice by the City.

4. Viewpoint Neutral

Notwithstanding anything in this Article or Code to the contrary, no sign or sign structure shall be subject to any limitation based upon the content (viewpoint) of the message contained on such sign or displayed on such sign structure.

5. Severability

a. General

If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this article or any other supplemental sign regulation set forth is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this article or any other supplemental sign regulation.

b. Severability where less speech results

Without diminishing or limiting in any way the declaration of severability set forth above in subsection (1), or elsewhere in this code or any adopting ordinance thereof, if any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this article or any other supplemental sign regulation is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this article even if such severability would result in a situation where there would be less speech, whether by subjecting previously exempt signs to permitting or otherwise.

c. Severability of Provisions Pertaining to Prohibited Signs

Without diminishing or limiting in any way the declaration of severability set forth above in subsection (a), or elsewhere in this article or any other supplemental sign regulation set forth, this article or any supplemental sign regulation, or any adopting ordinance thereof, if any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this article or any other supplemental sign regulation is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this article or any other supplemental sign regulation that pertains to prohibited signs, including specifically those signs and sign-types prohibited and not allowed.

d. Severability of Prohibition on Off-Premises Signs

If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this article or any other supplemental sign regulation is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect the prohibition on off-premises signs as contained in this article and Code.

6. Substitution

Notwithstanding anything contained in this Article or Code to the contrary, any sign erected pursuant to provisions of this Article or Code may, at the option of the owner, contain a non-commercial message in lieu of a commercial message and the non-commercial copy may be substituted at any time in place of the commercial copy. The non-commercial message (copy) may occupy the entire sign face or any portion thereof. The sign face may be changed from commercial to non-commercial messages, or from one non-commercial message to another non-commercial message, as frequently as desired by the owner of the sign, provided that the size, height, setback and other dimensional criteria contained in this Article and Code have been satisfied.

7. Obligation of Owners

The owner and/or lessee shall agree as part of the City's approval to hold harmless and indemnify the City, its officers, agents and employees, against any and all claims of negligence resulting from such work.

8. Comprehensive Sign Program

a. The intent of the comprehensive sign program is to provide private property owners and businesses with flexibility to develop innovative, creative, and effective signage and to improve the aesthetics of the City of Port St. Joe.

b. The city recognizes that in some circumstances, there are innovative and creative alternatives to minimum standard signage that are desirable and attractive and will enhance community character and individual property values.

c. The purpose of the Comprehensive Sign Program is to provide an alternative to minimum standard signage subject to flexible criteria to ensure that alternative signage will not have an adverse impact on the aesthetics, community character, or quality of life in Port St. Joe.

d. The signs proposed as part of a Comprehensive Sign Program shall be designed as a part of the architectural theme of the principal buildings proposed or developed on the parcel(s) proposed for development and shall be constructed of materials and colors that reflect an integrated vocabulary for the parcel(s) proposed for development.

~~ORDINANCE NO.: 467-Repeal~~

AN ORDINANCE OF THE CITY OF PORT ST. JOE AMENDING ORDINANCE 448 OF THE CITY OF PORT ST. JOE, FLORIDA; PROVIDING ADDITIONAL REQUIREMENTS FOR FREE STANDING COMMERCIAL SIGNS; PROVIDING FOR REMOVAL OF NON-CONFORMING SIGNS; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

1. Ordinance 448, paragraph 6.4.1 is amended by the addition of sub-paragraphs 10, 11 and 12, which read as follows:

10. No free standing sign shall be allowed on any parcel of land located on U.S. Highway 98 between 8th Street and State Road 382 (Industrial Road) unless the parcel has 120 feet or more of frontage on Highway 98.

11. In the event that more than one business is located on a parcel having 120 feet or more of Highway 98 frontage, those businesses may share a free standing sign so long as it meets all the requirements of Ordinance 448.

12. In the event that a free standing sign is located on a parcel of land with 120 feet or more of Highway 98 frontage and because of a sale, operation of law or any other occurrence, the parcel is divided so that it no longer has 120 feet of frontage then the free standing sign must be removed within 30 days of the division of the property.

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

3. 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.

4. EFFECTIVE DATE: This ordinance shall become effective as provided by law.

THIS ORDINANCE WAS ADOPTED in the regular meeting after its second reading
this _____ day of _____, 2011.

THE CITY OF PORT ST. JOE

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

ATTEST:

JAMES ANDERSON
CITY CLERK-AUDITOR

The following commissioners voted yea:
The following commissioners voted nay:

ORDANCE NO. 498

AN ORDINANCE AMENDING SECTION 70-187 OF THE CODE OF THE CITY OF PORT ST. JOE PERTAINING TO APPLICATION; DEPOSIT, CONNECTION AND ACCOUNT TRANSFER FEES; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 70-187 of the Code of Ordinances of the City of Port St. Joe is hereby amended
From the following:

- (a) Before service of water and/or sewerage shall be installed or furnished by the city; the person desiring such service shall make written application to the city auditor and clerk for the service desired, and shall deposit with the city treasurer the sum of \$100.00, provided that in case of larger consumers, where the monthly consumption and the established rate will likely exceed the sum of \$100.00, the amount of the deposit to be required shall be such sum as in the judgment of the city auditor and clerk will be adequate to protect the city from loss.
- (b) Upon receipt of the deposit provided for in this section, the city-treasure shall issue receipt to the party paying the sum. All deposits made under the provisions of this section will be refunded on demand whenever the service is discontinued and all accrued bills for service have been paid. Any person changing residence or business location may withdraw and deposit made for service at such place, but before service is gained furnished such person at a new location, written request therefore and deposit must be made for service at such new location as provided in this section.
- (c) There shall be a charge of \$10.00 for each service connection and for transferring the utility account from the name of one person to the name of another, which shall be paid before service connection is made or account changed, provided that there shall be no service connection charge or change account charge when a new service connection is made for which a tapping fee is paid.

And inserting:

- (d) Accounts that are transferred from one family member to another immediate family Member (Note: Immediate family shall be defined as parent, child, spouse, brother, sister, grandparent, parent-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and grandchildren of either spouse) will not be required to bring the

deposit amount up to \$100 provided that the current account holder A) has a deposit on hand, B) signs a transfer of deposit letter C) shows proof of relationship of the family member, & D) the new account holder has had a previous account with the City that has no outstanding balance or history of late payments.

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

EFFECTIVE DATE: This ordinance shall become effective upon adoption.

THIS ORDINANCE ADOPTED this _____ day of _____, 2013.

**BOARD OF CITY COMMISSIONERS
PORT ST. JOE, FLORIDA**

ATTEST:

Mayor-Commissioner

City Clerk

CITY OF PORT ST. JOE

RFP #2013-09

Phase II Water Bores

October 25, 2013, 4:05 P.M.

BID TABULATION FOR BIDS RECEIVED
AT THE CITY OF PORT ST. JOE

BIDDER	TOTAL BASE BID
1. Darby Construction	\$ 144,380. ⁰⁰
2. T B Landmark Construction, Inc.	\$ 189,642. ⁰⁰
3. BORE HAWG, Inc.	\$ 104,620. ⁰⁰
4. Broadband Tele Communications, Inc.	\$ 134,320. ⁰⁰
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4269 NW 44th Ave
Suite B
Ocala FL 34482
352 840 0801 office
352 351 8401 fax
estimating@borehawginc.com

October 29, 2013

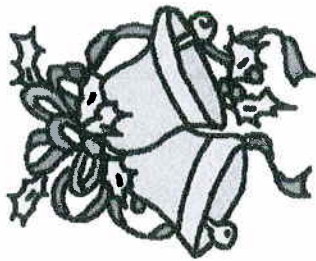
John Grantland, Public Works Director

Due to an error that was made on the Base Bid for City of Port St Joe's Water Bores Project, we are making a respectfully requesting to withdraw our bid from the acceptance phase of this bid. We erroneously put in a figure for the 1" poly as LF pricing not EA as requested and that is a substantial error.

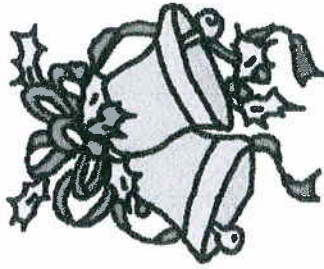
Thank you for your courtesies in this matter

Respectfully yours

Jason Riggs
President



Christmas Greetings



Promotional concept: The holidays are almost here and we have a great promotional package for local businesses. This package includes a voice mention during the filming of the Ghosts on the Coast event on Reid Avenue as well as a Video Christmas Greeting Card.

On Air: Spots will air Monday – Sunday, equal rotation

Promotional Dates: November 29 – January 3

Station provides:

- o :15 - :20 second Holiday Greeting Card w/VoiceOver
- 90 Total Spots

\$125 (Includes Production)

Spot will consist of one still picture of front of business/employees, etc. and graphics with phone #, address

Client Signature

Date

Coastal Connection TV 17

P.O. Box 932, Port St. Joe, FL 32457

Keith Nichols 205-522-9159

MediaCom channel 17

Fairpoint channel 8

SIEMENS

September 17, 2013

By FEDEX

The Honorable Melvin C. Magidson Jr.
Mayor of the City of Port St Joe
City Hall
305 Cecil G. Costin Sr. Blvd.
P.O. Box 278
Port St. Joe, FL 32457

Re: 6 MGD Surface Water Treatment Facility Project Accepted June 24, 2010

Dear Mayor Magidson:

I am writing to you today regarding the 6 MGD Surface Water Treatment Facility project (project number 019.112) for which Siemens has received the attached Notice of Acceptability on June 24, 2010.

As the notice indicates, Siemens completed all of its contractual performance obligations on this project and as far as I know, no claims have been made or are pending under Siemens' performance bond.

I would like therefore to ask the City to release Siemens from its performance bond issued by Fidelity and Deposit Company of Maryland under reference number PRF8815166 by having the attached form printed on the City's letterhead and signed by the appropriate City official.

By releasing Siemens' performance bond, the City does not release Siemens from warranty obligations that may still be in effect.

Should you have any question, please feel free to contact me at thomas.lebeau@siemens.com or at 443-956-4230.

Respectfully,



Dr. Thomas J Lebeau
Director, Technical Services
Siemens Water Technologies LLC.

CC: Ms. Linda Duff
Mr. Clinton Wright, Esq.

Attachment: 1. Notice of Acceptability
2. Copy of bonds
3. Release form



PREBLE-RISH INC

CONSULTING ENGINEERS & SURVEYORS

October 30, 2013

Mr. Jim Anderson, City Manager
City of Port St. Joe
P.O. Box 278
Port St. Joe, FL 32457

**RE: Community Development Block Grant Water Improvements
CDBG Contract No. 13DB-OI-02-33-02-N07
Preble-Rish Project No. 019.198**

Dear Mr. Anderson:

Preble-Rish, Inc. (PRI) is pleased to provide you with this professional services proposal for Construction Engineering and Inspection for the above referenced project. This project consists of replacing approximately 2 miles of water lines in the North Port St. Joe Community. The following is a list of our proposed scope of services and associated fees as allowed by the CDBG Grant.

SCOPE OF SERVICES

- A. Review all contractor submittals
- B. Provide construction engineering inspection for the duration of the project
- C. Review all materials/test results for conformance to project specifications
- D. Provide weekly inspection reports
- E. Review and process contractor's monthly pay requests and change orders (if necessary)
- F. Prepare "pre-final" and "final" punch list
- G. Review as-builts as provided by the contractor
- H. Prepare all required permit certifications

TOTAL PROPOSED FEE \$26,698.00

We appreciate the opportunity to provide engineering services for the City. If this proposal is acceptable, please sign the enclosed Professional Services Agreement (PSA) and return to our office. Should you have questions or need additional information, please give me a call at 227-7200.

Sincerely,
Preble-Rish, Inc.



Clay Smallwood
Project Manager

Enclosure: PSA

cc: Mrs. Charlotte Pierce, City of PSJ Clerk (via email cpierce@psj.fl.gov)
Mr. Philip Jones, P.E., Vice-President, PRI (via email jonesp@preble-rish.com)

S:\019.198 CDBG Water Improvements\Proposal\103013 PSJ Proposal Letter.doc

324 MARINA DRIVE, PORT ST. JOE, FL 32456 P (850) 227-7200 F (850) 227-7215

PANAMA CITY • SANTA ROSA BEACH • BLOUNTSTOWN
FT. WALTON BEACH • FREEPORT • MONTICELLO • QUINCY • CRAWFORDVILLE • TALLAHASSEE
LAKE CITY • MARIANNA • PENSACOLA • DAPHNE, AL • PÉTION-VILLE, HAÏTI

42



A PROFESSIONAL SERVICES AGREEMENT (PSA)

between

THE CITY OF PORT ST. JOE

and

PREBLE-RISH, INC.

This Agreement is entered into this _____ day of _____, 2013, between THE CITY OF PORT ST. JOE known hereinafter as CLIENT, and PREBLE-RISH, INC., referred to hereinafter as "PRI", a Florida corporation.

This Agreement defines the terms under which PRI shall provide professional services to CLIENT.

SCOPE OF SERVICES

Specific to this Agreement, PRI shall provide professional services for **Community Development Block Grant Construction Engineering and Inspection Services (13DB-OI-02-33-02-N07)** and a detailed scope of services is described in the attached proposal letter dated October 30, 2013.

PROJECTS AND COMPENSATION

This project is a lump sum project, as detailed in the proposal letter included herein. The CLIENT must approve this PSA in writing before PRI provides any compensable service.

This Agreement provides for three ways for the CLIENT and PRI to accomplish changes and/or other specific tasks.

These are:

1. LUMP SUM

If the scope of the work of a specific task can be determined with reasonable certainty, the CLIENT and PRI may negotiate a fixed, lump sum fee. The scope of the work and the negotiated fee shall be reduced to writing and signed by both parties.

2. HOURLY FEES

Work may be accomplished using the hourly rates listed below applied to the actual man-hours that are required to accomplish the assigned task, plus direct expenses.

POSITION	BILLING RATE
Firm Principal/Sr. VP/Project Manager	\$175.00
VP/Sr. Project Manager	\$145.00
Sr. Project Manager/Firm Partner	\$135.00
Senior Project Manager	\$125.00
Project Manager III	\$120.00
Project Manager II	\$115.00
Project Manager I	\$110.00
Project Coordinator/Business Development	\$ 75.00
Project Engineer III	\$ 105.00
Project Engineer II	\$ 85.00
Project Engineer I	\$ 75.00
Senior Engineering Tech	\$ 95.00
Engineering Technician II	\$ 85.00
Engineering Technician I	\$ 75.00
Senior Inspector	\$ 55.00
Inspector	\$ 50.00
Senior Professional Surveyors	\$125.00
Professional Surveyors	\$110.00
Survey Crew	\$110.00
Field Crew Supervisor	\$ 70.00
Senior Cadd Technician	\$ 65.00
Cadd Technician	\$ 60.00
Executive Administrative Assistant	\$ 65.00
Clerical	\$ 45.00

3. OTHER

Any other method that is mutually agreeable.

If a task is assigned to PRI by competent authority of the CLIENT, and no method is specified or otherwise agreed to, the Hourly Fees method above shall be used.

Subject to the availability of grant funds, the fee to be paid by the CLIENT to PRI for services described herein will be **for a lump sum fee of \$26,898.00.**

The Schedule of Hourly Fees may be modified from time to time with the approval of the CLIENT.

PAYMENT

PRI shall submit monthly invoices to CLIENT based on a percentage of completion. Invoice(s) shall be submitted on or before the fifteenth (15th) day of the month and shall itemize the activities (and Direct Expenses, if appropriate) for the prior month. CLIENT shall expeditiously review the invoice(s). CLIENT shall pay invoices within fifteen (15) days of receiving invoice from PRI. PRI may charge 18% interest (accrued annually) for payments not received after 30 days of the date on the invoice.

SUBCONSULTANTS

When the nature of the work shall suggest or dictate that PRI secure the services of others (i.e., subconsultants), the use of subconsultants, the purpose and nature of the subconsultant services provided and the fees to be paid to the subconsultants shall be approved by CLIENT.

PRI cannot be held responsible for the negligence of its subconsultants. PRI provides this service as a convenience to the client and will not accept any liability on the part of the subconsultant.

CLIENT retains the prerogative to retain subconsultants directly. When CLIENT chooses to retain subconsultants directly, CLIENT shall coordinate their efforts and shall be responsible to PRI for the results of the subconsultants' activities.

TERM OF AGREEMENT

This Agreement shall be for such term as CLIENT and PRI shall mutually desire. Either party may terminate this Agreement at any time, with or without cause, on thirty (30) days notice, in writing, of a desire to terminate. PRI shall be paid for work completed at that time.

CLIENT'S RESPONSIBILITY

CLIENT shall provide full information regarding requirements of projects and PRI shall be entitled to rely on the accuracy of completeness of such information.

CLIENT shall furnish information and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the services.

CLIENT shall pay all invoices in a timely manner as stated herein.

PRI'S RESPONSIBILITY

1. STANDARD OF CARE

The applicable standard of care will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services.

2. COST OPINIONS

Any cost opinions or Project economic evaluations provided by PRI will be on a basis of experience and judgment, but, since it has no control over market conditions or bidding procedures, PRI cannot warrant that bids, ultimate construction cost, or Project economics will not vary from these opinions.

3. LIMITATION OF LIABILITY

To the maximum extent permitted by law, PRI's liability for CLIENT's damages will not exceed 50% of the compensation received by PRI under this agreement.

4. INTERPRETATION

The limitations of liability and indemnities will apply whether PRI's liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory; or any other causes of action. The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it.

5. CLIENT CONFIDENTIALITY

PRI shall not discuss CLIENT's business outside of PRI's firm without prior approval or direction from the client.

6. PERMITTING

PRI shall not be responsible for the action of permitting agencies or authorities.

7. PLATTING

PRI shall not be responsible for wetlands, FDEP Coastal Construction Control Line (CCCL) permitting, or other related issues that arise after a subdivision plat is recorded.

PRI shall not be responsible for lots reserved or the establishment of a certain number of lots until the final plat is recorded in public records.

HOLD HARMLESS

PRI shall hold CLIENT harmless against all claims, damages, losses and expenses, including, but not limited to, direct, indirect or consequential damages and attorney's fees, of whatever nature arising out of PRI's negligence in the performance of work under this Agreement.

CLIENT shall likewise hold PRI harmless against all claims, damages, losses and expenses, except for those arising out of PRI's negligence, including, but not limited to, direct, indirect or consequential damages and attorney's fees, of whatever nature arising out of CLIENT's activities under this Agreement.

MODIFICATION OF AGREEMENT

Modifications of the provisions of this Agreement shall only be valid when they have been reduced to writing and duly signed by the parties.

ELIGIBILITY

PRI certifies that it is eligible to receive State and Federally funded contracts. PRI also certifies that no party which is ineligible for such work will be subcontracted to perform any services under this Agreement.

DIGITAL FILES

CLIENT shall exclusively own any and all files and other work product created by PRI as a result of this contract. CLIENT agrees that PRI reserves the non-exclusive right to make future use of all control data for all surveys.

FEDERAL STATUTORY REQUIREMENTS

PRI and CLIENT shall comply with all applicable Local, State and Federal provisions required by each project.

GENERAL PROVISIONS

1. TERMINATION (CAUSE AND/OR CONVENIENCE)

(a) This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.

(b) This contract may be terminated in whole or in part in writing by the CLIENT for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in 1(a) above, except that PRI shall immediately cease work upon receipt of the notice of termination.

(c) If termination for default is effected by the CLIENT, an equitable adjustment in the price for this contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to PRI at the time of termination may be adjusted to cover any additional costs to the CLIENT because of PRI's default.

- If termination for convenience is effected by the CLIENT, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice.

- For any termination, the equitable adjustment shall provide for payment to PRI for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by PRI relating to

commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

(d) Upon receipt of a termination action under paragraphs (a) or (b) above, PRI shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the CLIENT all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by PRI in performing this contract, whether completed or in process.

(e) Upon termination, the CLIENT may take over the work and may award another party a contract to complete the work described in this contract.

(f) If, after termination for failure of PRI to fulfill contractual obligations, it is determined that PRI had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the CLIENT. In such event, adjustment of the contract price shall be made as provided in paragraph (c) above.

(g) Notwithstanding anything herein to the contrary, upon termination, PRI shall not be entitled to an equitable adjustment to add profit which has not been earned and invoiced prior to PRI's receipt of the notice of termination.

2. REMEDIES

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the CLIENT and PRI, arising out of or relating to this contract, or the breach of it, will be decided by arbitration if the parties mutually agree or in a Florida court of competent jurisdiction.

3. ACCESS TO RECORDS

The CLIENT, the Florida Department of Economic Opportunity, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records of PRI which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

4. RETENTION OF RECORDS

PRI shall retain all records relating to this contract for six years after the CLIENT makes final payment and all other pending matters are closed.

5. ENVIRONMENTAL COMPLIANCE

If this contract exceeds \$100,000, PRI shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and U.S. Environmental Protection Agency regulations (40 C.F.R. Part 15). PRI shall include this clause in any subcontracts over \$100,000.

6. ENERGY EFFICIENCY

PRI shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

7. CONFLICTS WITH OTHER CLAUSES

If this contract contains any clauses which conflict with the above clauses, then this contract will be governed by the clause(s) in this Section 1-6.

8. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Exclusive jurisdiction and venue of any dispute hereunder shall lie in the Circuit Court, Fourteenth Judicial Circuit, in and for Gulf County, Florida, or if the amount in controversy be less, in the County Court for Gulf County, Florida.

9. ATTORNEYS FEES

In the event a lawsuit is brought by PRI to enforce any provision or right under this Agreement, including collection of fees, and PRI is the prevailing party, the client agrees to pay to PRI all costs and expenses, including but not limited to, reasonable attorneys fees incurred by PRI in connection with the litigation to the extent allowed by law.

10. RELATIONSHIP OF PARTIES

PRI is an independent contractor with respect to the services performed herein. Nothing contained herein shall be deemed to create the relationship of partner principal or joint venture between the Parties. PRI has no right or authority, under this Agreement, to incur obligations of any kind in the name of or for the account of CLIENT, nor to commit or bind CLIENT to any contract or other obligations.

11. WAIVER

Failure or delay on the part of either Party to exercise any right, power, privilege or remedy under this Agreement shall not constitute a waiver thereof. No modifications or waiver by either party of any provision shall be deemed to have been made unless made in writing.

12. SEVERABILITY

The provisions of this Agreement shall be severable and the invalidity of any provision, or portion thereof, shall not affect the enforceability of the remaining provisions.

13. ASSIGNMENT

Neither party shall assign or transfer any interest in this Agreement without the consent of both parties.

14. ENTIRE AGREEMENT AND AMENDMENTS

This Agreement constitutes the entire understanding between the parties and supersedes all previous agreements or negotiations on the subject matter herein, whether written or oral, and shall not be modified or amended except by written agreement duly executed by the Parties.

15. PROHIBITION AGAINST CONTINGENT FEES

PRI warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for PRI to solicit or secure this agreement and that he has not paid or agreed to pay any person, company, corporations, individual, or firm, other than a bona fide employee working solely for PRI any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this agreement.

16. ADJUSTMENT OF CONTRACT PRICE

If a Truth-in-Negotiation certificate was required for this contract, the firm agrees that the original contract price and additions thereto shall be adjusted to exclude any significant sums by which it is determined the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one year following the end of the contract.

Note: A Truth-in-Negotiation certification is also required prior to contract execution. The statute does not prescribe any specific language, but the following language from the statute is acceptable:

The wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

PREBLE-RISH, INC.

Address for Correspondence:

324 Marina Dr.
Port St Joe, FL 32456
850.227.7200
850.227.7215 fax

By:  _____

Name and Title: Mr. Philip A. Jones, P.E., Vice-President, C.E.O.

Witnessed:  _____

Date: 10/30/13 _____

THE CITY OF PORT ST. JOE

Address for Correspondence:

P.O. Box 278
Port St. Joe, FL 32457
850.229.8261
850.227.7522 fax

By: _____

Name and Title: Mr. Jim Anderson, City Manager

Witnessed: _____

Date: _____

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COST SUMMARY FOR NEGOTIATED CONTRACTS				
PART I - GENERAL				
1. GRANTEE	City of Port St. Joe	2. GRANT NUMBER	12DB-OI-02-33-02-N07	
3. NAME OF CONTRACTOR OR SUBCONTRACTOR	Preble-Rish. Inc.	4. DATE OF PROPOSAL	October 30, 2013	
5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR	324 Marina Drive, Port St joe, FL 32456		6. TYPE OF SERVICE TO BE FURNISHED	
		Construction Engineering and Inspection		
PART II - COST SUMMARY				
7. DIRECT LABOR (Specify labor categories)	ESTIMATED HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
Project Manager II	35	\$ 115.00	\$ 4,025.00	
Senior Inspector	360	\$ 55.00	\$ 19,800.00	
Administrative Assistant	20	\$ 45.00	\$ 900.00	
			\$ -	
DIRECT LABOR TOTAL				\$ 24,725.00
8. INDIRECT COSTS (Specify indirect cost pools)	RATE	*BASE*	ESTIMATED COST	
INDIRECT COSTS TOTAL				\$ -
9. OTHER DIRECT COSTS				
a. TRAVEL			ESTIMATED COST	
(1) TRANSPORTATION			\$ -	
(2) PER DIEM				
TRAVEL SUBTOTAL			\$ -	
b. EQUIPMENT, MATERIALS, SUPPLIES (Specify categories)			QTY COST ESTIMATED COST	
EQUIPMENT SUBTOTAL			\$ -	
c. SUBCONTRACTS			ESTIMATED COST	
			\$ -	
SUBCONTRACTS TOTAL			\$ -	
d. OTHER (Specify categories)			ESTIMATED COST	
OTHER SUBTOTAL			\$ -	
OTHER DIRECT COSTS TOTAL			\$ -	
10. TOTAL ESTIMATED COST				\$ 24,725.00
11. PROFIT				\$ 1,973.00
12. TOTAL PRICE				\$ 26,698.00

**Code Enforcement 2013 Activity
As of 10/30/13**

	Open	Closed	Total	Increase Since 10/10/2013
Unlawful Accumulation	13	145	158	10
Substandard Structure	6	16	22	
Abandoned Vehicle	1	7	8	1
Unlawful Sewer				
Land regulation Violation	1	11	12	
Business Lic. Violation	0	2	2	
Special Master Hearings		1	1	
Building Demolition	0	3	3	
Waste Violation	4	209	213	6
Sign Violation	5	96	101	17

Total	30	Total	490	Total	520	Total	34
				2013 Year Cases			