

**August 19, 2014**

**Regular Public Meeting  
6:00 P.M.**

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



## **City of Port St. Joe**

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

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

# BOARD OF CITY COMMISSION

Regular Public Meeting

6:00 p.m.

City Hall

Commission Chamber

Tuesday August 19, 2014

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## Call to Order

### Consent Agenda

#### Minutes

- Regular Commission Meeting 8/5/14 Pages 1-4
- Commission Workshop Meeting 8/12/14 Page 5

#### City Attorney

- Gulf Pines Hospital Pages 6-7
- Resolution 2014-11 Section 504 Compliance Policy Amendment (Handout)

### Old Business

- Lighthouse
- Solid Waste Bids
- Affordable Housing Pages 8-13
  - Town Hall Meeting- County Comm. Smiley, 8/22 at 5:30 at the City Fire Station

### New Business

- Fee Waiver Request
  - Carol Davis & Jerome Brundage Page 14
- Landscape Maintenance Contracts
  - Hwy 98 & Hwy 71 Pages 15-21
  - City Parks Pages 22-35
- Department of Economic Opportunity- 2<sup>nd</sup> Year Funding Page 36
- Gulf Aire Sewer Proposal Pages 37-44
- Grant Opportunities Pages 45-50
- North Florida Economic Development Academy Page 51

#### Public Works

- Water Distribution Phase II-Update
- 2<sup>nd</sup> & 4<sup>th</sup> Streets Sealing & Restriping- Update
- RFP 2014- 06 Reid Ave. Sidewalk Cleaning (Handout)

#### Surface Water Plant

- Update

#### Waste Water Plant

- Update

#### City Engineer

- CDBG Water Line Replacement- Update
- USDA Sidewalk Replacement- Update

**Code Enforcement**

- **Update**

**Page 52**

**Police Department**

- **Update**

**PSJRA**

- **June 17, 2014 Minutes**

**Pages 53-55**

**City Clerk**

**Citizens to be Heard**

**Discussion Items by Commissioners**

**Motion to Adjourn**

# **MINUTES OF THE REGULAR MEETING OF THE BOARD OF CITY COMMISSIONERS FOR THE CITY OF PORT ST. JOE, FLORIDA, HELD IN THE COMMISSION CHAMBER AT CITY HALL, August 5, 2014, AT 6:00 P.M.**

The following were present: Mayor Magidson, Commissioners Buzzett, McCroan, Patterson and Thursbay. City Manager Jim Anderson and Attorney Tom Gibson were also present. City Clerk Charlotte Pierce was absent due to a family medical issue.

## **CONSENT AGENDA**

### **Minutes**

A Motion was made by Commissioner Buzzett, second by Commissioner Thursbay, to approve the Minutes of the Regular Meeting on July 15, 2014 and the Workshop Meetings of July 17, 2014 and July 29, 2014. All in Favor; Motion carried 5-0.

### **CITY ATTORNEY – Tom Gibson**

#### *Headworks Final Payment*

Attorney Gibson noted that, based on the dispute between the Contractor and Sub-Contractor that the FDEP State Revolving Fund as agreed for the City to send the final payment to the Gulf County Clerk of Court. A Motion was made by Commissioner Thursbay, second by Commissioner Patterson, to send the final payment of \$40,128.00 to the Gulf County Clerk of Court and file an Interpleader Lawsuit. All in Favor; Motion carried 5-0.

#### *Competitive Florida Partnership Update*

Attorney Gibson shared that the partnership program was a success and closed yesterday with a final meeting with the Department of Economic Opportunity.

## **CITY MANAGER'S REPORT**

### **Old Business**

#### *Cabell Drive Lighting*

Mr. Anderson advised that the new street lights are in place. Mr. Jason Shoaf approached the Board and thanked them for installing the lights on Cabell Drive.

#### *Lighthouse Update*

Mr. Anderson presented the Board with a Deductive Change Order from GAC Contractors for the relocation in the amount of \$17,200. A Motion was made by Commissioner Buzzett, second by Commissioner Patterson, to approve the Change Order. All in Favor; Motion carried 5-0.

Mrs. Ann White noted that lighting is needed in George Core Park and that it would be nice to have some type of light in the lighthouse.

#### *Solid Waste Bids*

Mr. Anderson indicated that staff was directed by the Board at the last regular meeting to negotiate the fees with Waste-Pro. He presented the latest fee proposal from Waste-Pro that was received today. A Motion was made by Commissioner Thursbay, second by Commissioner Patterson, to accept the fees as presented and start the process of drafting a contract. Voting in Favor of the Motion were Commissioners Thursbay and Patterson. Voting against the Motion were Mayor Magidson, Commissioners Buzzett and McCroan. The Motion failed 3-2.



### *Entryway Sign – Commissioner Thursbay*

Commissioner Thursbay shared that the Entryway sign at the corner of Highway 98 and Industrial Road is in need of repair. Staff had asked several vendors for a quote and has received one from Ramseys' Printing. A Motion was made by Commissioner Thursbay, second by Commissioner Buzzett, to have Ramseys' repair the sign at a cost of \$1,826 utilizing BP Funds. All in Favor; Motion carried 5-0.

### **New Business**

#### *Assignment of Holly Hills Funeral Home Lease Agreement*

Mr. Anderson noted that we have a request to assign the current lease agreement with Holly Hill Funeral Home, LLC to Machriste, Inc., DBA Southerland Family Funeral Home. He also indicated that the rent and taxes are current. A Motion was made by Commissioner McCroan, second by Commissioner Thursbay, to assign the lease to Machriste, Inc. All in Favor; Motion carried 5-0.

#### *Fee Waiver Request*

- *Carol Davis and Jerome Brundage*

After discussion, this request was tabled to obtain more information on the program.

- *Flow of the Spirit International Ministries*

A Motion was made by Commissioner Patterson, second by Commissioner Thursbay, to approve the Fee Waiver. All in Favor; Motion carried 5-0. Ms. Oquendo will get with City Staff on an alternate date.

#### *Boat Ramp Sign – Commissioner Thursbay*

Commissioner Thursbay would like to see a sign at the Frank Pate Park Boat Ramp asking boaters to help protect the Sea Grass in our Bay. The consensus was for staff to work with Commissioner Thursbay and Dr. Dusty May on a sign.

#### *Letter of Support – North PSJ Community Youth Initiative*

Mr. Anderson shared that Mrs. Minnie Likely is applying for a grant and is requesting the City's continued support through the use of the building and maintenance of the grounds at the Washington Gym Complex. A Motion was made by Commissioner Buzzett, second by Commissioner Patterson, to approve a Letter of Support for the North Port St. Joe Community Youth Initiative. All in Favor; Motion carried 5-0.

### **Public Works – John Grantland**

#### *Water Distribution Phase II Update*

Mr. Grantland indicated that progress is moving well and his new material order has been received. He hopes to have substantial completion done by the end of August.

#### *RFP 2014-04 Sewer Grinder Pump Stations Bid Award*

Mr. Grantland noted that two (Wallace Pump and also Gilbert Pump) of the three bids did not meet the bid specifications. A Motion was made by Commissioner Thursbay, second by Commissioner Patterson, to award the bid to Pump in Process in the amount of \$2,350 for each pump. All in Favor; Motion carried 5-0.

#### *RFP 2014-05 Second and Fourth Streets Sealing and Restriping (Handout)*

A Motion was made by Commissioner Patterson, second by Commissioner McCroan, to award the bid to the

low bidder, Emerald Coast Striping, in the amount of \$5,500 and to utilize BP Funds for payment. All in Favor; Motion carried 5-0.

#### **Surface Water Plant – Larry McClamma**

John Pope of DEP was at the plant last week and was very pleased with the progress that has been made on the Manganese issue.

Mr. McClamma advised that staff had met with Hugh Burnett in reference to a soluble lime process for pre-treatment at the plant. It was also noted that staff is preparing for the new Stage II Compliance Testing mandated by FDEP.

#### **Wastewater Plant – Kevin Pettis**

Mr. Pettis shared that staff is continuing to research solutions to resolve the algae growth in the lagoon. He noted that the lagoon is looking better this week and the levels have been reduced.

#### **City Engineer – Clay Smallwood, III**

Mr. Smallwood advised that the new substantial completion date, with two rain days, would be tomorrow. The contractor has connected approximately 60 homes and has about 160 more connections to be made into the new water line. The pouring of concrete for driveway repairs and the new sidewalks on MLK will follow. The project should be completed by the end of the month.

#### **Code Enforcement**

Mr. Burkett's report was reviewed, no action was taken.

#### **Police Department – Chief Barnes**

Chief Barnes noted that his department will be very busy during the Scallop Festival and asked for the support of the Commission in limiting the activities to what have already been planned.

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

*Repair at Dr. Joe Parking Lot Deck* – Work has been completed and Ms. Alsobrook is pleased with it.

*Open-Air Information Center* – Design Development Documents have been received and are being reviewed. A request for secondary information was received and Ms. Alsobrook has provided that information.

*Phase IV Landscaping Palm Trees* – Ms. Alsobrook has requested a schedule of when the dead palms would be replaced. Mr. Leake feels that the freeze was an act of God and that he should not have to replace the trees. Ms. Alsobrook has responded that there was nothing in the contract about an act of God and she is waiting to hear from Mr. Leake. There are six dead palms and four others that are not doing well.

*Winter Banners for Downtown* – New banners are needed for the holiday season and Ms. Alsobrook will work on this with the Redevelopment Board.

*The Landscape RFP* is out and she will be getting back to the Board on this.

#### **City Clerk**

Due to the absence of the Clerk, there was nothing to report.

#### **Citizens to be Heard**

Mrs. Ann White asked about the status of the Gulf Pines Hospital demolition. Mr. Gibson noted that the



outstanding Property Tax Liens have been paid and a request has been sent to the IRS requesting satisfaction of the Federal Taxes owed on the facility.

#### **Discussion Items by Commissioners**

*Commissioner Thursbay* requested that Staff review the lots at the corner of Woodward Avenue and Highway 71 to see if they are wetlands.

Commissioner Patterson asked that Staff send a letter to FDOT to see if they can move up the time line on sidewalks for Langston Drive.

*Commissioner McCroan* shared that numerous people have asked about a light for the lighthouse. Mayor Magidson shared that the lens cannot be replaced in the tower but must be displayed for people to enjoy. Research will be done to see what is permissible for the lighthouse and accent lighting.

*Commissioners Buzzett* asked that Mr. Anderson follow up with Utility Services to see what they would charge to paint the lighthouse. He also noted how impressive it was to watch the raising of the lighthouse and even more impressive was, that after final instructions were given to all crews, the workers paused, removed their hats, bowed their heads and had prayer before the final work began.

*Mayor Magidson* noted that things will still have to be done at the lighthouse location but the move has been made and we are moving forward.

A Motion was made by Commissioner McCroan, second by Commissioner Patterson, to adjourn the Meeting at 7:30 P.M.

Approved this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

\_\_\_\_\_  
Mel C. Magidson, Jr., Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
James A. Anderson, City Manager for  
Charlotte M. Pierce, City Clerk

\_\_\_\_\_  
Date

**MINUTES OF THE FY 2014 – 2015 BUDGET WORKSHOP FOR THE BOARD OF CITY COMMISSIONERS FOR THE CITY OF PORT ST. JOE FLORIDA, HELD IN THE COMMISSION CHAMBER AT CITY HALL, August 12, 2014, AT 5:00 P.M.**

The following were present: Commissioners Buzzett, McCroan and Patterson. City Manager Jim Anderson, City Clerk Charlotte Pierce, Financial Analyst Mike Lacour, Wastewater Treatment Plant Supervisor Lynn Todd and Public Works Director John Grantland were also present. Mayor Magidson was absent and Commissioner Thursbay was absent due a medical issue. Mayor Pro tem Buzzett chaired the Meeting.

The purpose of the Workshop was to discuss the FY 2014 – 2015 Budget with focus being on the Wastewater Fund.

Copies of the preliminary 2014 – 2015 Fiscal Year Budget were distributed. Mr. Anderson noted that page 6 was a summary of the Wastewater Fund Capital Expenditures; Page 1 was the Budget Summary; Page 31 is the projected Wastewater Fund Revenues and pages 32 – 37 are the line item expenditures.

Financial Analyst Mike Lacour discussed in detail the budgeted amount for the Wastewater Department. He noted that the fund was balanced; Revenue for the year exceeded projections and attributed that to growth on the Cape; Property and Liability, as well as Health Insurance costs, are currently unknown; there are Capital Expenses that must be addressed for the City and the Sewer System needs help in the area of repair and maintenance.

Mayor Pro tem Buzzett asked that dumping fees at the Wastewater Treatment Plant be reviewed; suggested looking in to the cost associated with City uniforms and noted that the current Write-off Policy should be reconsidered as over \$50,000 has been lost due to the policy.

Mr. Anderson provided a proposal for the purchase of the Beaches Sewer System. Upon review of the proposal and discussion, it did not appear that this would be a profitable venture for the City.

Mayor Pro tem Buzzett adjourned the Workshop at 5:58 P.M.

Approved this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

\_\_\_\_\_  
Mel C. Magidson, Jr., Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Charlotte M. Pierce, City Clerk

\_\_\_\_\_  
Date

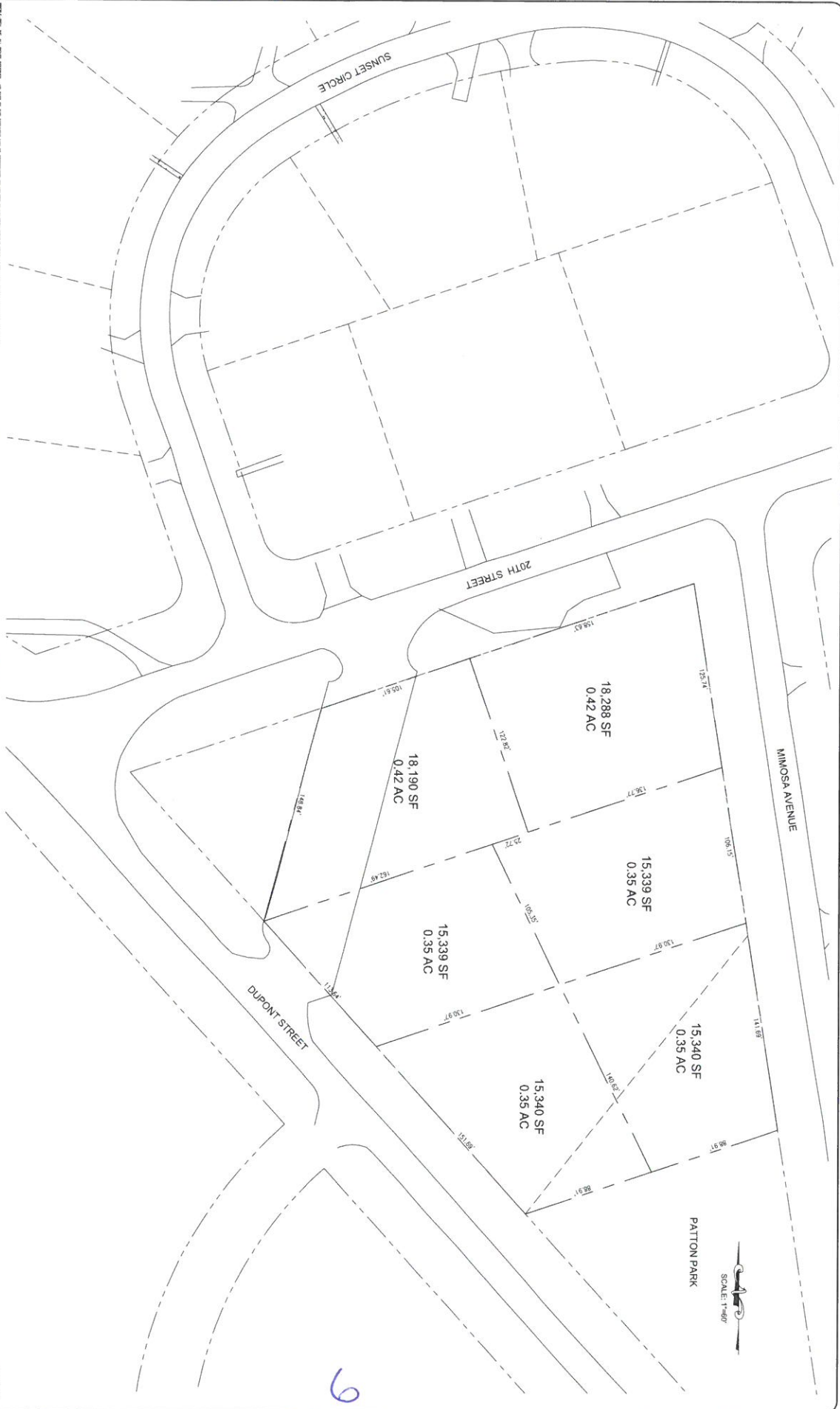
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**BOARD OF CITY COMMISSIONERS  
 CITY OF PORT ST JOE, FLORIDA**

**PREBLE-RISH INC.**  
 CONSULTING ENGINEERS AND SURVEYORS  
 CIVIL • SURVEYING • SITE PLANNING

201 MARION DRIVE  
 PORT ST JOE, FL 32456  
 (904) 882-2200  
 2015 REDBURN PARKWAY  
 PORT ST JOE, FL 32456  
 (904) 882-2200

<b>OPTION D</b>	
DATE: 03/04/14	PROJECT NO. 019.191
AS NOTED	
DRAWN: C. KENNEDY	
CHECKED: C. KENNEDY	
C. SHALYWOOD	
1	SHEET





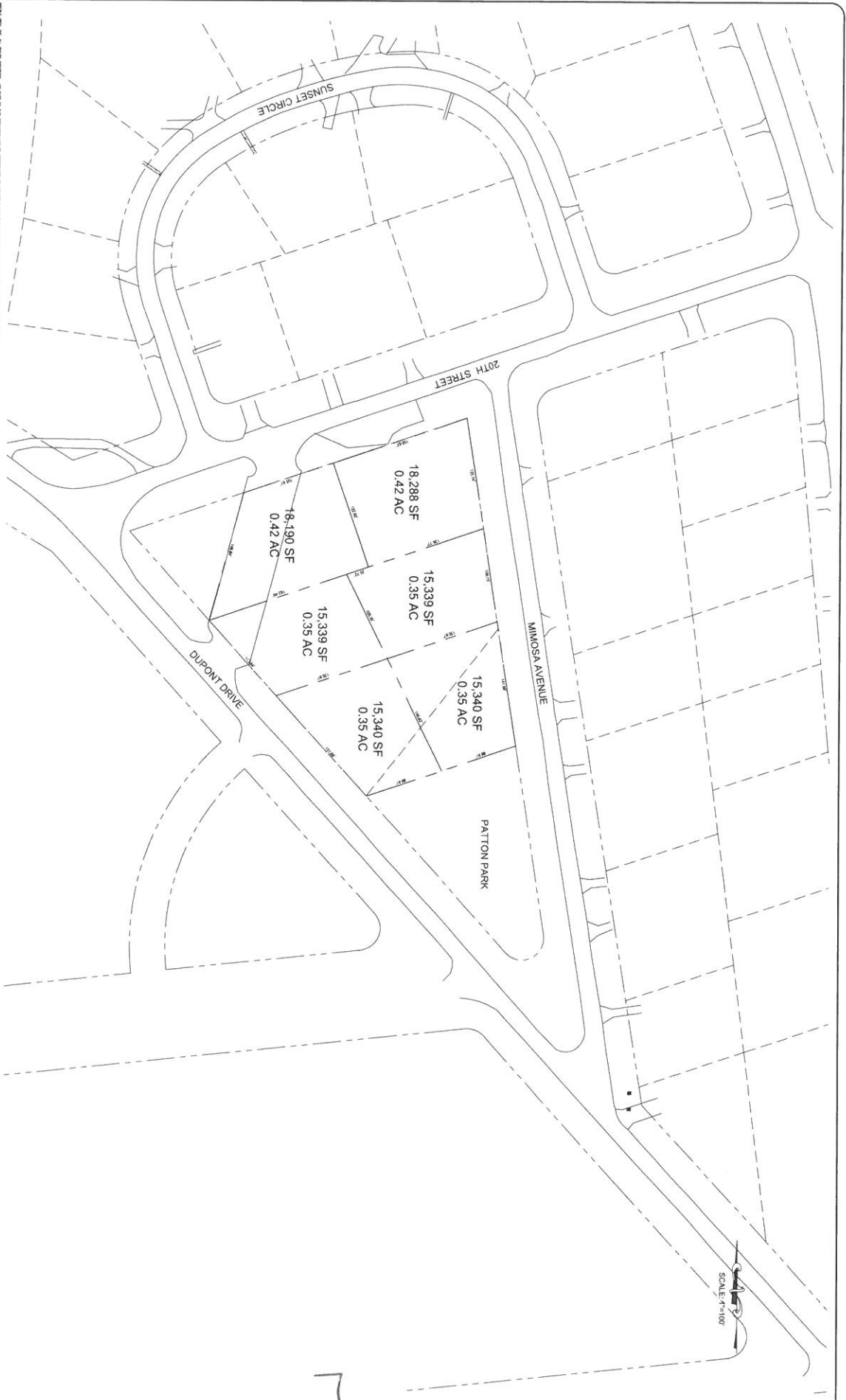
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**BOARD OF CITY COMMISSIONERS  
CITY OF PORT ST JOE, FLORIDA**

**PREBLE-RISH INC.**  
CONSULTING ENGINEERS AND SURVEYORS  
CIVIL ENGINEERING  
324 MARION DRIVE  
PORT ST JOE, FL 32456  
904.875.1100  
2014 REGISTERED PROFESSIONAL ENGINEER  
FLORIDA LICENSE NO. 11,310  
3901 SCIENCE PARK DRIVE, SUITE 102  
PORT ST JOE, FL 32456  
904.875.1100

**OPTION D**

DATE:	03/14/14	PROJECT NO.	019.191
AS NOTED:			
DRAWN:	C. KENNEDY	SHEET	1
CHECKED:	C. SMALLWOOD		



From : Rick Haymond <rickhaymond@gmail.com>

Wed, Aug 13, 2014 02:33 PM

Subject : Gateway Townhomes of Port St Joe

2 attachments

To : janderson@psj.fl.gov

Cc : Renee Sandell <Renee@pacesfoundation.org>

Jim,

Attached are the forms we discussed on the phone. We need to submit them for our credit underwriting at Florida Housing Finance Corporation. I have attached a copy of the forms you signed for the application back in December for your reference. We need to get these in quickly so if you sign them and email scanned copies back to me by August 20, 2014 it would be very helpful. Thanks again for all your help.

--

**Rick Haymond**

**706-464-2649**

**rickhaymond@gmail.com**

New Forms Needed by 8-20-14.zip

3 MB Download

Forms signed previously.zip

11 MB View Download

Download all attachments



**FLORIDA HOUSING FINANCE CORPORATION**

Indicate the name of the application process under which the proposed Development is applying/has applied for funding from the Corporation such as the Request for Proposal/Application number and/or the name of the Request for Proposal/Application.

Broad Street & Clifford Sims Rd

At a minimum, provide the address number, street name and city and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county).

1. Sewer Capacity, Package Treatment, or Septic Tank is available to the proposed Development.
2. There are no impediments to the proposed Development for obtaining the specified waste treatment service other than payment of hook-up or installation fees, line extensions to be paid for by the Applicant in connection with the construction of the Development, or other such routine administrative procedure.
3. To the best of our knowledge, no variance or local hearing is required to make this service available to the proposed Development.
4. To the best of our knowledge, there are no moratoriums pertaining to this service, which are applicable to the proposed Development.

I certify that the foregoing information is true and correct.

Print or Type Title

Telephone Number (including area code)

RFA \_\_\_\_\_  
(Form Rev. 01-14)

**FLORIDA HOUSING FINANCE CORPORATION  
VERIFICATION OF AVAILABILITY OF INFRASTRUCTURE - WATER**

FHFC Application Reference: RFA NO. 2014-109 - HOME RD

Indicate the name of the application process under which the proposed Development is applying/has applied for funding from the Corporation such as the Request for Proposal/Application number and/or the name of the Request for Proposal/Application.

Name of Development: Gateway Townhomes of St Joe

Broad Street & Clifford Sims Rd

Development Location: Port St. Joe, Florida

At a minimum, provide the address number, street name and city and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county).

The undersigned service provider confirms that on or before the submission deadline for the above referenced FHFC Request for Proposal/Application:

1. Potable water is available to the proposed Development.
2. There are no impediments to the proposed Development for obtaining potable water service other than payment of hook-up or installation fees, line extensions to be paid for by the Applicant in connection with the construction of the Development, or other such routine administrative procedure.
3. To the best of our knowledge, no variance or local hearing is required to make potable water available to the proposed Development.
4. To the best of our knowledge, there are no moratoriums pertaining to potable water which are applicable to the proposed Development.

**CERTIFICATION**

I certify that the foregoing information is true and correct.

\_\_\_\_\_  
Signature

Jim Anderson  
Print or Type Name

City Manager  
Print or Type Title

City of Port St. Joe

\_\_\_\_\_  
Name of Entity Providing Service

305 Cecil Costin Sr. Blvd  
Address (street address, city, state)

Port St. Joe, FL 32456

850-229-8261  
Telephone Number (including area code)

This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any Principals or Financial Beneficiaries of the Applicant. In addition, signatures from local elected officials are not acceptable. If the certification is applicable to this Development and it is inappropriately signed, the certification will not be accepted.



**FLORIDA HOUSING FINANCE CORPORATION  
LOCAL GOVERNMENT VERIFICATION OF STATUS  
OF SITE PLAN APPROVAL FOR MULTIFAMILY DEVELOPMENTS**

FHFC Application Reference: RFA No. 2014-109 - HOME RD

Indicate the name of the application process under which the proposed Development is applying/has applied for funding from the Corporation such as the Request for Proposal/Application number and/or the name of the Request for Proposal/Application.

Name of Development: Gateway Townhomes of St Joe

Broad Street & Clifford Sims Rd

Development Location: Port St. Joe, Florida

At a minimum, provide the address number, street name and city and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county).

Zoning Designation: R-3

Mark the applicable statement:

1. ☐ The above-referenced Development is (a) new construction, or (b) rehabilitation with new construction, or (c) rehabilitation, without new construction, that requires additional site plan approval or similar process. The final site plan, in the zoning designation stated above, was approved on or before the submission deadline for the above referenced FHFC Request for Proposal/Application by action of the appropriate City/County legally authorized body; e.g. council, commission, board, department, division, etc., responsible for such approval process.
2. ☒ The above-referenced Development is (a) new construction, or (b) rehabilitation with new construction, or (c) rehabilitation, without new construction, that requires additional site plan approval or similar process, and (i) this jurisdiction provides either preliminary site plan approval or conceptual site plan approval which has been issued, or (ii) site plan approval is required for the new construction work and/or the rehabilitation work; however, this jurisdiction provides neither preliminary site plan approval nor conceptual site plan approval, nor is any other similar process provided prior to issuing final site plan approval. Although there is no preliminary or conceptual site plan approval process and the final site plan approval has not yet been issued, the site plan, in the zoning designation stated above, has been reviewed.
- The necessary approval and/or review was performed on or before the submission deadline for the above referenced FHFC Request for Proposal/Application by the appropriate City/County legally authorized body; e.g. council, commission, board, department, division, etc., responsible for such approval process.
3. ☐ The above-referenced Development, in the zoning designation stated above, is rehabilitation without any new construction and does not require additional site plan approval or similar process.

**CERTIFICATION**

I certify that the City/County of City of Port St. Joe has vested in me the authority to verify status of site plan approval as specified above and I further certify that the information stated above is true and correct.  
(Name of City or County)

Signature

Jim Anderson

Print or Type Name

City Manager

Print or Type Title

This certification must be signed by the applicable City's or County's Director of Planning and Zoning, chief appointed official (staff) responsible for determination of issues related to site plan approval, City Manager, or County Manager/Administrator/Coordinator. Signatures from local elected officials are not acceptable, nor are other signatories. If this certification is applicable to this Development and it is inappropriately signed, the certification will not be accepted.

**RFA 2014-109**

(Form Rev. 01-14)

**FLORIDA HOUSING FINANCE CORPORATION  
LOCAL GOVERNMENT VERIFICATION THAT DEVELOPMENT IS CONSISTENT WITH ZONING  
AND LAND USE REGULATIONS**

FHFC Application Reference: RFA No. 2014-109 - HOME RD

Indicate the name of the application process under which the proposed Development is applying/has applied for funding from the Corporation such as the Request for Proposal/Application number and/or the name of the Request for Proposal/Application.

Name of Development: Gateway Townhomes of St Joe

Broad Street & Clifford Sims Rd

Development Location: Port St. Joe, Florida

(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county).)

The undersigned service provider confirms that on or before the submission deadline for the above referenced FHFC Request for Proposal/Application:

- (1) The zoning designation for the above- referenced Development location is R-3; and
- (2) The proposed number of units and intended use are consistent with current land use regulations and the referenced zoning designation or, if the Development consists of rehabilitation, the intended use is allowed as a legally non-conforming use. To the best of my knowledge, there are no additional land use regulation hearings or approvals required to obtain the zoning classification or density described herein. Assuming compliance with the applicable land use regulations, there are no known conditions which would preclude construction or rehabilitation (as the case may be) of the referenced Development on the proposed site.

**CERTIFICATION**

I certify that the City/County of City of Port St. Joe has vested in me the authority to verify  
(Name of City/County)

consistency with local land use regulations and the zoning designation specified above or, if the Development consists of rehabilitation, the intended use is allowed as a "legally non-conforming use" and I further certify that the foregoing information is true and correct. In addition, if the proposed Development site is in the Florida Keys Area as defined in Rule Chapter 67-48, F.A.C., I further certify that the Applicant has obtained the necessary Rate of Growth Ordinance (ROGO) allocations from the Local Government.

\_\_\_\_\_  
Signature

Jim Anderson

\_\_\_\_\_  
Print or Type Name

City Manager

\_\_\_\_\_  
Print or Type Title

This certification must be signed by the applicable City's or County's Director of Planning and Zoning, chief appointed official (staff) responsible for determination of issues related to comprehensive planning and zoning, City Manager, or County Manager/Administrator/Coordinator. Signatures from local elected officials are not acceptable, nor are other signatories. If the certification is applicable to this Development and it is inappropriately signed, the certification will not be accepted.



Zimbra

tkent@psj.fl.gov

**From :** <No Address>

Wed, Dec 31, 1969 07:00 PM

**Subject :** <No Subject>

Ms Kent,

We would like to inquire into using a city building once a week for 6 weeks for approximately an hour each of those days.

The purpose is to hold a smoking cessation class with Gulf County residents interested in quitting their tobacco use. We have not selected beginning date or day as yet. We would prefer to coordinate with the city's calendar first. After dates are secured, we would advertise on the local television station(s) and The Star.

Disability Resource Center is a non-profit organization and the central panhandle's regional center for independent living center for 8 counties including Gulf County. We offer many services to disabled residents including free amplified phones for hard of hearing and deaf persons; a "loan locker" for items such as wheelchairs, walkers, canes, transfer benches and other equipment that insurance sometimes does not cover; advocacy for the rights of the disabled; independent living skills training; and information and referral. For more information on our programs, please visit our website:

[www.drcpc.org](http://www.drcpc.org)<<http://www.drcpc.org>>

We are aware that the city has in the past allowed activities such as these that benefit the community to have the use of appropriate city buildings free of charge. We are hoping this is still the case. While the Centennial Building is quite nice, we believe it would be too big for our purposes. It is hoped that the city fire station would be available for our classes.

We look forward to working with you on this matter.

Sincerely,

Carol Davis and Jerome Brundage

14

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

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of October, 2013, by and between the **CITY OF PORT ST. JOE, FLORIDA, a Florida municipal corporation**, hereinafter referred to as "City", and **COASTAL DESIGN & LANDSCAPE, INC**, hereinafter referred to as "Coastal Design."

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

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

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

1. Period of Agreement. This agreement shall cover a one year period beginning the 1<sup>st</sup> day of October, 2013, and ending the 30<sup>th</sup> day of September, 2014.
2. Landscape Maintenance. Coastal Design shall provide services outlined in the Detailed Specifications, a copy of which is attached hereto as Exhibit "A".
3. Indemnification.
  - a. City to Hold Coastal Design Harmless. Coastal Design, its officers, agents, and employees, shall not be deemed to have assumed any liability for the acts of City or any officers, agents or employees thereof, and City hereby covenants and agrees to hold and save Coastal Design and all of its officers, agents, and employees harmless from all claims whatsoever that might arise against Coastal Design, its officers, agents, or employees, by reasons of any acts or failures to act on the part of City, its officers, agents or employees.



- b. Coastal Design to Hold City Harmless. Coastal Design hereby covenants to hold and save City and all its officers, agents, and employees, harmless from all claims whatsoever that might arise against City, its officers, agents, or employees by reason of any acts or failures to act on the part of Coastal Design, its officers, agents, or employees in the performance of the duties required by the terms of this Service Agreement. Furthermore, Coastal Design shall maintain, and specifically agrees that it will maintain throughout the term of this Agreement, liability insurance in which City shall be a named insured according to the terms of the Detailed Specifications attached hereto as Exhibit "A". The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless City; and if City becomes liable for an amount in excess of the insurance limits, herein provided, Coastal Design covenants and agrees to indemnify and save and hold harmless City from and for all such losses, claims, actions, or judgments for damages or liability to persons or property. Coastal Design shall provide City with a Certificate of Insurance or other proof of insurance evidencing Coastal Design's compliance with the requirements of this paragraph and file such proof of Insurance with the City Clerk. Furthermore, Coastal Design shall provide proof of insurance for workers compensation in the statutory limits as required by Florida law.
  - c. Coastal Design to be Independent Contractor. The parties hereto agree and understand that neither Coastal Design, nor any person performing the requirements of this contract on behalf of Coastal Design, are employees of City. It is further understood that the relationship between City and Coastal Design is that of principal-independent contractor, respectively, and nothing herein shall be construed to be inconsistent with the relationship.
- 4. Accounting and Documentation. Coastal Design shall invoice City following the rendition of services. City will remit payment on invoices within 30 days of receipt. Notwithstanding any other portion of this agreement, the total obligation of the City hereunder is limited to \$20,450.00 unless modified in a written agreement between the parties.
- 5. Changes in Conditions. Coastal Design acknowledges that it has had the opportunity to examine the property described in Exhibit "A" and is aware of and accepts the conditions existing as of the date hereof. The parties each agree to inform the other in a timely manner, of any changes in conditions which may significantly affect the services provided by Coastal Design or associated costs.



6. Use and Maintenance of Tools. All tools, equipment and supplies employed by Coastal Design on City property shall be maintained and operated in a safe condition as provided for by the manufacturer, as required by good safety practices and as specified by city, state, and federal requirements. It is understood that City shall not be responsible for supplying any tools, equipment or supplies for the performance of this contract, ~~with the exception of those items shown on Exhibit "C" attached hereto.~~ N/A AW 10/16/18 N/A JGV
7. General Maintenance Obligation. All working areas on City property wherein Coastal Design is performing labor shall be kept free of debris, including but not limited to grass, limbs, trash, machinery, tools or other materials inconsistent with the area City property. This obligation shall also include along the outside of the municipal properties.
8. Application of Landscape Maintenance Substances. The application of all pesticides, fungicides, fertilizers or other synthetic or natural lawn care products shall be performed according to product recommendations, industry standards, and city, state and federal regulations.
9. Severability. Should any term, provision, or paragraph of the contract be held in a court of law to be invalid, it is recognized by the parties herein that said terms, provisions or paragraph so held invalid may be stricken and the remainder continues in effect.
10. Opt-Out. The parties hereto agree and understand that either party may opt-out of this Agreement by serving upon the other party written notice of such thirty (30) days before the party exercising this option seeks to end the contractual relationship. An early termination date will be the last day of the termination month.
11. Binding on Successors. This Contract shall be binding upon the parties hereto and their respective administrators, employees, successors, and approved assigns. This agreement may not be assigned by Coastal Design without the written consent of City which may be withheld for any reason.
12. Controlling Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida and the ordinances of City. The venue for any claim, litigation, or cause of action between the parties shall be in the Circuit Court in and for Gulf County, Florida.

13. Entire Agreement! Waiver of Default. The parties agree that this Agreement is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the City, which shall be attached to the original Agreement.

DATED this 1<sup>st</sup> day of October, 2013.

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

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

Mel Magidson, Jr., Mayor

Attest:

Charlotte Pierce

Charlotte Pierce  
City Clerk/Auditor

COASTAL DESIGN & LANDSCAPING, INC.,  
a Florida corporation

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

Angela D. White, President

**Exhibit A**  
DETAILED SPECIFICATIONS  
CITY OF PORT ST JOE  
LANDSCAPING / GROUNDS MAINTENANCE

**CONTRACT BID AREAS**

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

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

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

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

**SCOPE OF WORK AT ALL FACILITIES:**

- A. Lawns to be mowed every 7 days during the growing season. Grass shall not be cut closer than 1-1/2 inches nor shall it be longer than 2 inches in height after each cutting. The mower blades shall be kept sharp to prevent shredded grass tips that turn brown.
- B. Edging around lawn perimeters, sidewalks, and bedded areas shall be done with each mowing.
- C. Weekly, inspect landscaped/vegetated areas, then weed and remove moss; also trim, and remove new or dead growth so walkways, sidewalks and strayed areas are kept clean and look well-cared for. Trimming during growing season shall occur as needed to ensure the following standards are met:
  - o Remove dead, damaged and diseased portions of plants
  - o Prune shrubs to maintain their natural shape
  - o Shrubs are not to be allowed to grow together unless designed to do so as a hedge
  - o Shrubs around the builds will be kept pruned to no higher than the building windowsills and not touching building walls.
  - o Other hedges shall be kept trimmed to no more than 3 feet in height
  - o Other shrubs will be kept pruned to no higher than 3 feet above the ground.
  - o Shrubs and ground cover must be kept off fire hydrants, signs, fences, walls, sitting areas, walkways and driveways.
- D. Lawns, bedded areas, fence lines and sidewalks shall be kept weed, grass and moss free by hand or use of herbicides approved by The City of Port St Joe.
- E. Weed all bedded areas as often as required to ensure a fresh appearance. Pine straw bedded areas once per year and additional pine straw applications will be covered under separate purchase order. Re-spraying herbicides of any location will be at the discretion of The City of Port St Joe and will be covered under a separate purchase order.
- F. Sweep or blow clean all sidewalks and/or concrete areas affected by work. All debris shall be removed from the site.
- G. Prune shrubbery/muhly grass in the fall, after the typical growing season. Additional pruning will be determined by staff at the price indicated in the base bid per cut.
- H. Pick up and remove all leaves and debris in bedded/landscaped areas and parking lots starting in autumn (when leaves on surrounding trees start to fall) and perform this service once a week until leaves cease falling.



- I. Monitor all turf areas for infestation of harmful insects. Notify the City of Port St Joe of specific areas where insect infestations have been identified by the Contractor and pose significant risks to the health and appearance of turf.
- J. Establish the watering schedule for each site and check irrigation systems after each scheduled maintenance.
- K. Grounds shall be kept litter free and all litter shall be placed in garbage receptacles provided by the city.

#### MAINTENANCE OF IRRIGATION SYSTEMS

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

#### NON-PERFORMANCE PENALTIES

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

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

#### CONTRACTOR RESPONSIBILITIES

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

#### LICENSE

The successful contractor shall be licensed to do business in the State of Florida and shall furnish the license

number to The City of Port St Joe.

#### PROFESSIONAL AND GENERAL LIABILITY INSURANCE

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

#### INDEMNIFICATION

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

#### PRICING

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

#### PAYMENT

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

#### CANCELLATION

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

#### TERM OF CONTRACT

The term of the contract shall be from October 1, 2013 – September 30, 2014, with an option to extend upon mutual contract between the vendor and the city: extension of performance period shall be one (1) year.



**SERVICE AGREEMENT FOR LANDSCAPE MAINTENANCE  
SERVICES BETWEEN CITY PORT ST. JOE AND SUN COAST  
LAWN AND LANDSCAPING, LLC**

THIS AGREEMENT is made and entered into this 16<sup>th</sup> day of October, 2013, by and between the **CITY OF PORT ST. JOE, FLORIDA, a Florida municipal corporation**, hereinafter referred to as "City", and **SUN COAST LAWN & LANDSCAPING, LLC, a Florida limited liability company**, hereinafter referred to as "Sun Coast."

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

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

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

1. Period of Agreement. This agreement shall cover a one year period beginning the 21<sup>st</sup> day of October, 2013, and ending the 30<sup>th</sup> day of September, 2014. The City may upon mutual agreement with the Contractor extend the terms of this contract by one year following the ending date of the original contract. This shall be done by vote of the City Commission with staff recommendation.
2. Landscape Maintenance. Sun Coast shall provide services outlined in the Detailed Specifications, a copy of which is attached hereto as Exhibit "A". Sun Coast and City also agree to the mutual obligations set forth in Exhibit "D".
3. Indemnification.
  - a. City to Hold Sun Coast Harmless. Sun Coast, its officers, agents, and employees, shall not be deemed to have assumed any liability for the acts of City or any officers, agents or employees thereof, and City hereby covenants and agrees to hold and save Sun Coast and all of its officers, agents, and employees harmless from all claims whatsoever that might arise against Sun Coast, its officers, agents, or employees, by reasons of any acts or failures to act on the part of City, its officers, agents or employees.
  - b. Sun Coast to Hold City Harmless. Sun Coast hereby covenants to hold

and save City and all its officers, agents, and employees, harmless from all claims whatsoever that might arise against City, its officers, agents, or employees by reason of any acts or failures to act on the part of Sun Coast,

its officers, agents, or employees in the performance of the duties required by the terms of this Service Agreement. Furthermore, Sun Coast shall maintain, and specifically agrees that it will maintain throughout the term of this Agreement, liability insurance in which City shall be a named insured according to the terms of the Detailed Specifications attached hereto as Exhibit "A". The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless City; and if City becomes liable for an amount in excess of the insurance limits, herein provided, Sun Coast covenants and agrees to indemnify and save and hold harmless City from and for all such losses, claims, actions, or judgments for damages or liability to persons or property. Sun Coast shall provide City with a Certificate of Insurance or other proof of insurance evidencing Sun Coast's compliance with the requirements of this paragraph and file such proof of Insurance with the City Clerk. Furthermore, Sun Coast shall provide proof of insurance for workers compensation in the statutory limits as required by Florida law.

- c. Sun Coast to be Independent Contractor. The parties hereto agree and understand that neither Sun Coast, nor any person performing the requirements of this contract on behalf of Sun Coast, are employees of City. It is further understood that the relationship between City and Sun Coast is that of principal-independent contractor, respectively, and nothing herein shall be construed to be inconsistent with the relationship.
4. Accounting and Documentation. Sun Coast shall invoice City following the rendition of services. City will remit payment on invoices within 30 days of receipt. Invoices shall be based on the "Base Bid" as shown in Exhibit "B" attached hereto. Notwithstanding any other portion of this agreement, the total obligation of the City hereunder is limited to \$38,500.00 unless modified in a written agreement between the parties.
  - a. Schedule. The Contractor will establish a firm schedule for recurring ground maintenance actions for each location. **This schedule must be provided to The City of Port St Joe before payment of the first month's invoice will be made.** This schedule will be utilized to conduct random site checks to ensure contractor adherence to these specifications. Contractor must notify The City of Port St Joe in the event that they are not able to adhere to the established schedule during any particular week.
5. Changes in Conditions. Sun Coast acknowledges that it has had the opportunity to examine the property described in Exhibit "A" and is aware of and accepts the conditions existing as of the date hereof. The parties each agree to inform the



other in a timely manner, of any changes in conditions which may significantly affect the services provided by Sun Coast or associated costs.

6. Use and Maintenance of Tools. All tools, equipment and supplies employed by Sun Coast on City property shall be maintained and operated in a safe condition as provided for by the manufacturer, as required by good safety practices and as specified by city, state, and federal requirements. It is understood that City shall not be responsible for supplying any tools, equipment or supplies for the performance of this contract with the exception of those items shown on Exhibit "C" attached hereto.
7. General Maintenance Obligation. All working areas on City property wherein Sun Coast is performing labor shall be kept free of debris, including but not limited to grass, limbs, trash, machinery, tools or other materials inconsistent with the area City property. This obligation shall also include along the outside of the municipal properties.
8. Application of Landscape Maintenance Substances. The application of all pesticides, fungicides, fertilizers or other synthetic or natural lawn care products shall be performed according to product recommendations, industry standards, and city, state and federal regulations.
9. Severability. Should any term, provision, or paragraph of the contract be held in a court of law to be invalid, it is recognized by the parties herein that said terms, provisions or paragraph so held invalid may be stricken and the remainder continues in effect.
10. Opt-Out. The parties hereto agree and understand that either party may opt-out of this Agreement by serving upon the other party written notice of such thirty (30) days before the party exercising this option seeks to end the contractual relationship. An early termination date will be the last day of the termination month.
11. Binding on Successors. This Contract shall be binding upon the parties hereto and their respective administrators, employees, successors, and approved assigns. This agreement may not be assigned by Sun Coast without the written consent of City which may be withheld for any reason.
12. Controlling Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida and the ordinances of City. The venue for any claim, litigation, or cause of action between the parties shall be in the Circuit Court in and for Gulf County, Florida.



13. Entire Agreement Waiver of Default. The parties agree that this Agreement is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the City, which shall be attached to the original Agreement.

DATED this 16<sup>th</sup> day of October, 2013.

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

By: \_\_\_\_\_  
Mel Magidson, Jr., Mayor

Attest:

\_\_\_\_\_  
Charlotte Pierce  
City Clerk/Auditor

SUN COAST LAWN & LANDSCAPING,  
LLC, a Florida limited liability company

By: \_\_\_\_\_  
Kevin E. Lee, Managing Member

## EXHIBIT "A"

### DETAILED SPECIFICATIONS CITY OF PORT ST JOE LANDSCAPING / GROUNDS MAINTENANCE

#### CONTRACT BID AREAS

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

Site #1: James "Benny" Roberts Sports Park 305 10 <sup>th</sup> Street Port St Joe, FL 32456	Site #2: Centennial Building 2201 Centennial Blvd. Port St Joe, FL 32456
Site #3: Lamar Faison Soccer Complex (Removed from City Inventory)	Site #4: Pony League Ball Field 2201 Centennial Blvd. Port St Joe, FL 32456
Site #5: Washington Recreation Center 409 Kenney Street Port St Joe, FL 32456	Site #6: Buck Griffin Lake 20 <sup>th</sup> Street Port St Joe, FL 32456

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

#### SCOPE OF WORK AT ALL FACILITIES:

Lawns to be mowed every 7 days during the growing season. Grass shall not be cut closer than 1-1/2 inches nor shall it be longer than 2 inches in height after each cutting. The mower blades shall be kept sharp to prevent shredded grass tips that turn brown.

- A. Edging around lawn perimeters, sidewalks, and bedded areas shall be done with each mowing.
- B. Weekly, inspect landscaped/vegetated areas, then weed and remove moss; also trim, and remove new or dead growth so walkways, sidewalks and strayed areas are kept clean and look well-cared for. Trimming during growing season shall occur as needed to ensure the following standards are met:
  - Remove dead, damaged and diseased portions of plants
  - Prune palm trees and shrubs to maintain their natural shape
  - Shrubs are not to be allowed to grow together unless designed to do so as a hedge
  - Shrubs around the builds will be kept pruned to no higher than the building windowsills and not touching building walls.
  - Other hedges shall be kept trimmed to no more than 3 feet in height
  - Other shrubs will be kept pruned to no higher than 3 feet above the ground.
  - Shrubs and ground cover must be kept off fire hydrants, signs, fences, walls, sitting areas, walkways and driveways.

- C. Lawns, bedded areas, fence lines, asphalt and concrete pads shall be kept weed, grass and moss free by hand or use of herbicides approved by The City of Port St Joe. NOTE: Contractor shall be responsible for removing weeds, grass or moss in parking areas.
- D. Weed all bedded areas as often as required to ensure a fresh appearance. Re-spraying of any location will be at the discretion of The City of Port St Joe and will be covered under a separate purchase order.
- E. Sweep or blow clean all sidewalks and/or concrete areas affected by work. All debris shall be removed from the site.
- F. Prune palm trees and shrubbery in the fall, after the typical growing season.
- G. Pick up and remove all leaves and debris in bedded/landscaped areas and parking lots starting in autumn (when leaves on surrounding trees start to fall) and perform this service once a week until leaves cease falling.
- H. Monitor all turf areas for infestation of harmful insects. Notify the City of Port St Joe of specific areas where insect infestations have been identified by the Contractor and pose significant risks to the health and appearance of turf.
- I. Establish the watering schedule for each site and check irrigation systems after each scheduled maintenance.
- J. Grounds shall be kept litter free and all litter shall be placed in garbage receptacles provided by the city.

#### MAINTENANCE OF IRRIGATION SYSTEMS

- A. Contractor shall be responsible for a system check of all irrigation systems after completion of each grounds maintenance action to check for any irrigation systems problems at the following sites:
  - o James "Benny" Roberts Sport Park
  - o Centennial Building
  - o Pony League Ball Field
  - o Washington Recreation Center
- B. The Contractor is responsible for notifying the City of Port St Joe of any repair and maintenance to irrigation systems. Damage to irrigation systems caused by the contractor is the contractor's responsibility.

#### NON-PERFORMANCE PENALTIES

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

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

#### **CONTRACTOR RESPONSIBILITIES**

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

#### **LICENSE**

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

#### **PROFESSIONAL AND GENERAL LIABILITY INSURANCE**

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

#### **INDEMNIFICATION**

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

#### **PRICING**

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

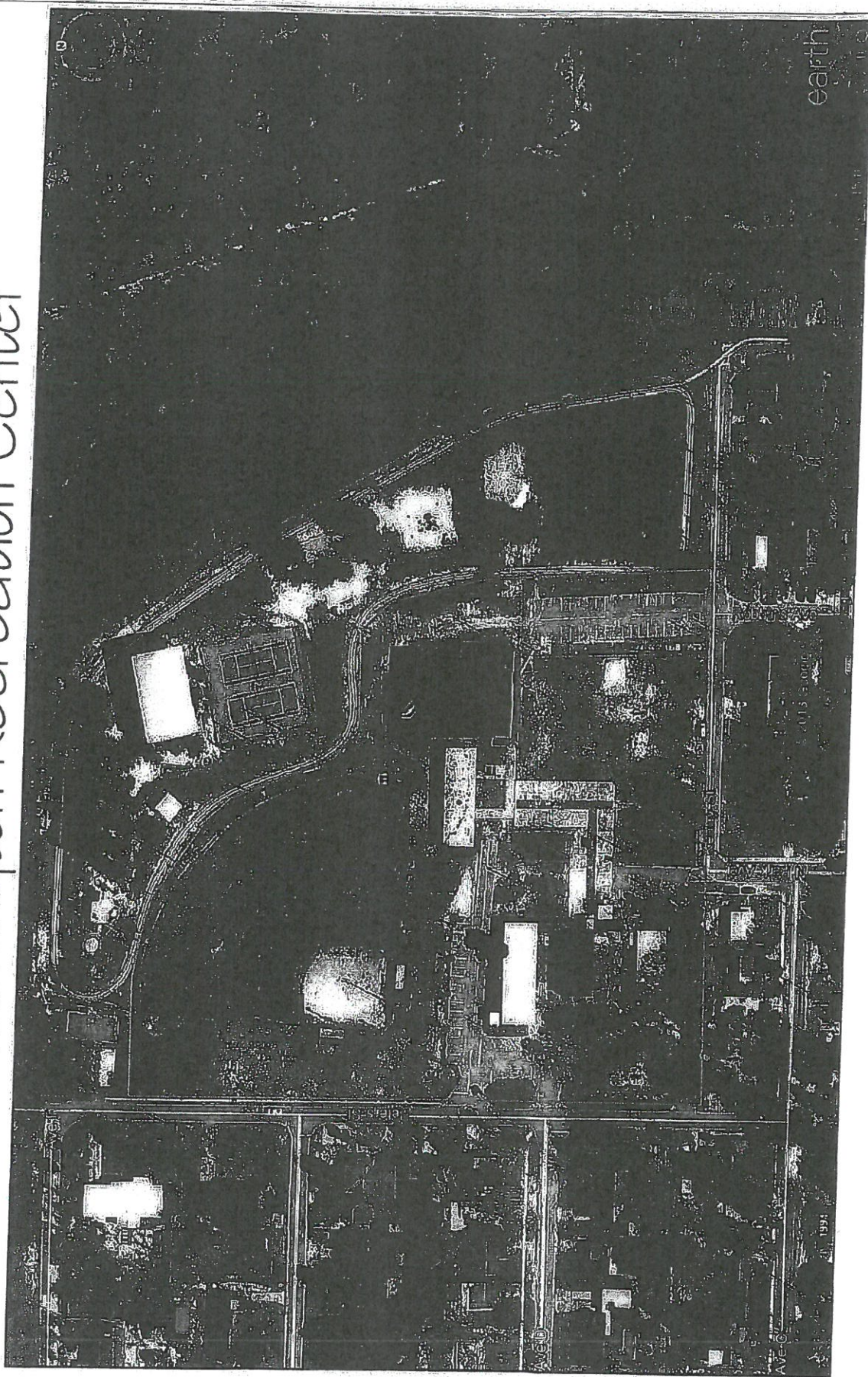


# Buck Griffin Lake



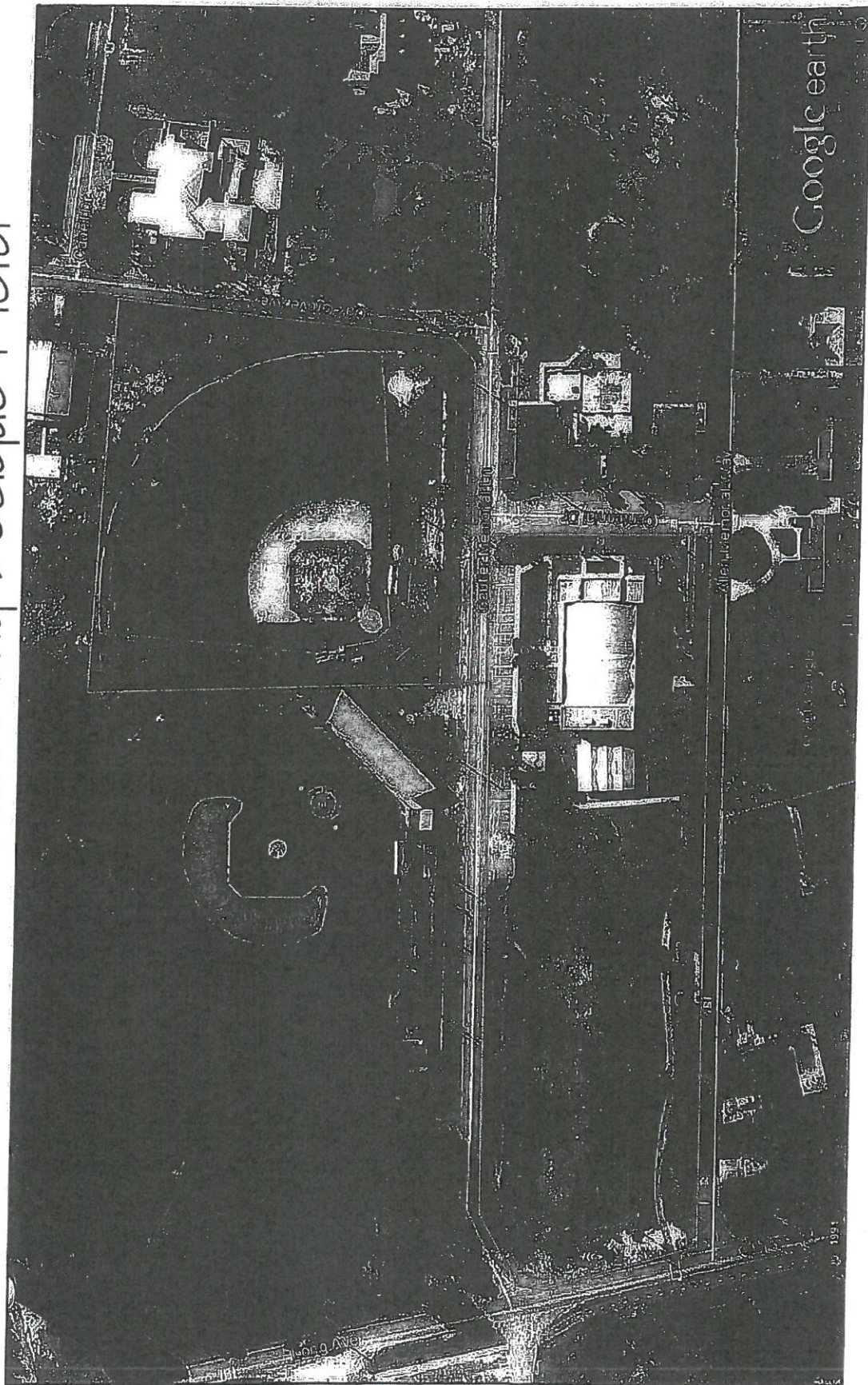


# Washington Recreation Center





# Centennial and Pony League Field



**PAYMENT**

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

**CANCELLATION**

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

**TERM OF CONTRACT**

The term of the contract shall be from October 21, 2013 – September 30, 2014. The City may upon mutual agreement with the Contractor extend the terms of this contract by one year following the ending date of the original contract. This shall be done by vote of the City Commission with staff recommendation.

## EXHIBIT "B"

Bidder: Sun Coast Lawn & Landscaping, LLC  
Kevin E. Lee, Owner  
147 Columbus Street  
Port St. Joe, FL 32456  
Phone: 850-527-9405

### BASE BID

#### CITY OF PORT ST. JOE GROUNDS MAINTENANCE BID

Item No.	Description	Site Visits	Unit	Unit Price	Total
1.	10 <sup>th</sup> Street Complex	30	EA	\$333.33	\$10,000
2.	Centennial Building	30	EA	\$283.33	\$8,500
3.	Pony League Ball Field	30	EA	\$166.66	\$5,000
4.	Washington Rec. Center	20	EA	\$250	\$5,000
5.	Buck Griffin Lake	20	EA	\$500	\$10,000
Total Base Bid					<u>\$38,500.00</u>



## EXHIBIT "C"

Bidder: Sun Coast Lawn & Landscaping, LLC  
Kevin E. Lee, Owner  
147 Columbus Street  
Port St. Joe, FL 32456  
Phone: 850-527-9405

### EQUIPMENT LIST

Item No.	Description	Qty	Storage Location
1.	Toro Reel Mower	1	Public Works Warehouse at 10 <sup>th</sup> Street
2.	John Deere Bunker Rake	1	10 <sup>th</sup> Street Ball Field Storage Shed
3.	Ball Field Hand Rakes	2	10 <sup>th</sup> Street Ball Field Storage Shed
4.	Ball Field Chalk Liner	1	10 <sup>th</sup> Street Ball Field Storage Shed
5.	Ball Field Paint Sprayer	1	10 <sup>th</sup> Street Ball Field Storage Shed
6.	Ball Field Box Square	1	10 <sup>th</sup> Street Ball Field Storage Shed

## **EXHIBIT "D"**

1. City and Sun Coast have met on site and agree mutually that the flower beds at the Centennial Building site shall require multiple visits to reestablish their condition back to "new condition". An allotted time of six months has been given to Sun Coast for this reestablishment period after which penalties may be applied. It shall be the responsibility of Sun Coast to notify City as to any material required for the purposes of reestablishing these beds such as pine straw, fertilizer, etc. City agrees to provide said materials to the Contractor within a reasonable time frame for this purpose.
2. City has notified Sun Coast that no herbicide or pesticides shall be applied until such time that Sun Coast has provided City with a current license from the State of Florida allowing this type of work to be performed along with copies of any insurance specifically required for this work. If proof of said license is not provided to City prior to the growing season, penalties may be applied to have such work performed.

**From:** Marina Pennington [mailto:marina.pennington@comcast.net]  
**Sent:** Thursday, August 14, 2014 10:41 AM  
**To:** Thomas Gibson  
**Cc:** Marina Pennington  
**Subject:** Competitive FL(Port St. Joe) - 2nd year projects

Tom, the three activities listed by Julie were included in the Action Plan approved by the City. Based on the deadlines established, the top priority was the Community Branding to be completed in August 2014. Next was the alignment with the Florida Chamber "Six Pillars Communities" by Dec 2014. The market study was scheduled for June 2015.

1) Marketing study + marketing materials: Conducting a marketing study to identify the types of businesses that fit the needs and are desired by the community and target businesses that are most likely to locate in the community. Develop marketing materials to target new businesses that could be distributed to tourists, recognizing that many people will visit a community before they decide to relocate to it permanently. These could be print, video or website based materials.

Action Plan: Conduct marketing study to identify identified the types of businesses that fit the needs and are desired by the community and target businesses that are most likely to locate in the community. **June 2015**

2) Community Branding: Develop a brand that captures the essence of what Port St. Joe hopes to become in the future. For more information on Community Branding, consider viewing [this video](#).

Action Plan: Coordinate with the Tourism Development Council and set up a date to conduct brand development exercise in the City - **August 2014**

I watched the Community Branding video that Julie sent us. Very interesting! The 1-hour video is from Arnett Muldrow & Associates, a consulting company from South Carolina that conducts planning, branding and economic development studies. I called them and that may be an option, they charge approx \$10,000-15,000 for a 3-day exercise, where they hold public meetings on the first day to seek input from the community; they go and take photographs and develop a "brand" the second day; and, complete production and make recommendations to the community of the third day. Another option could be to have the TDC conduct the branding exercise.

3) Six Pillars Designation: We discussed the community's desire to achieve the six pillars designation under the Florida Chamber of Commerce. While we would be open to discussing this as a small part of this grant, we'd really like to see this funding go towards fulfilling actions in the plan and moving forward with something tangible

Action Plan: Coordinate with the Florida Chamber of Commerce and begin process to revise the City's Economic Development Element to be aligned with the "Six Pillars 20 year Strategic Plan" and obtain designation as a "Six Pillars Community". **December 2014**

I think it would be very useful for the City's economic development plan to be aligned with the Florida Chamber's "six Pillars Community" designation; this, by itself would be a good marketing tool!

Call me if you have questions! Marina

Marina G. Pennington  
 Community Planning Consultant  
 3820 Shamrock West  
 Tallahassee, Florida 32309  
 Phone (850) 766-6108  
 Fax (850) 668-1750  
[marina.pennington@comcast.net](mailto:marina.pennington@comcast.net)  
[www.marinapennington.com](http://www.marinapennington.com)

----- Original Message -----

**From:** Thomas Gibson  
**To:** Marina G. Pennington  
**Sent:** Tuesday, August 12, 2014 9:49 AM  
**Subject:** FW: Competitive FL: Check-in (Port St. Joe)

**From:** Jim Anderson [mailto:janderson@psj.fl.gov]  
**Sent:** Tuesday, August 12, 2014 9:17 AM  
**To:** Thursday, William; Gibson, Tom; Rex Buzzett; Phil McCroan; Bo Patterson; Mel Magidson  
**Subject:** Fwd: Competitive FL: Check-in (Port St. Joe)

Good morning,

I talked with Julie at DEO yesterday and they would like to help fund some items on our action plan from Competitive Florida. While it can't be brick & mortar projects she did suggest marketing and/or branding in the range of \$25k to \$40K. Let me know your thoughts.

Thanks,  
 Jim

----- Forwarded Message -----

**From:** Julie Dennis <[Julie.Dennis@deo.myflorida.com](mailto:Julie.Dennis@deo.myflorida.com)>  
**To:** [janderson@psj.fl.gov](mailto:janderson@psj.fl.gov)  
**Cc:** Mark Yelland <[Mark.Yelland@deo.myflorida.com](mailto:Mark.Yelland@deo.myflorida.com)>, Adam A Biblo <[Adam.Biblo@deo.myflorida.com](mailto:Adam.Biblo@deo.myflorida.com)>, Sherry A. Spiers <[Sherry.Spiers2@deo.myflorida.com](mailto:Sherry.Spiers2@deo.myflorida.com)>, James Stansbury <[James.Stansbury@deo.myflorida.com](mailto:James.Stansbury@deo.myflorida.com)>, John Reddick <[John.Reddick@deo.myflorida.com](mailto:John.Reddick@deo.myflorida.com)>, Sherri Martin <[Sherri.Martin@deo.myflorida.com](mailto:Sherri.Martin@deo.myflorida.com)>, Bill Killingsworth <[Bill.Killingsworth@deo.myflorida.com](mailto:Bill.Killingsworth@deo.myflorida.com)>  
**Sent:** Mon, 11 Aug 2014 17:07:56 -0400 (EDT)  
**Subject:** Competitive FL: Check-in (Port St. Joe)

@font-face  
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36



**Proposal to the City of Port St Joe, Florida**

for the

**Purchase of the Beaches Sewer System**

Beaches Sewer System which is owned by ESAD Enterprises, Inc., owned 100% by Frank Seifert is a publicly run utility company. We are regulated by the Florida Public Service Commission.

Beaches Sewer System provides sewer service to Gulf Aire Subdivision, SeaShores Subdivision, Pelican Walk, Seagull Townhouses, and the old Geri-care/Intergras Lots.

Presently we have or will in the next month 307 customers, with two customers in foreclosure. We have four commercial accounts (one has two buildings), with one shut down at present time. In addition we have 47 customers that have paid for tap and pay us a fee each month of \$ 8.82.

Our rate per month is base on a flat rate, with no regard to usage.

Our system has approximately 17,683 feet of collection lines. The size is from six inches to eight inches. We have 52 manholes throughout the system. There are three lift stations. The average usage of the plant varies; high months average 29,000 gallons per day, low month average 17,000 gallons per day.

We propose for the City of Port St Joe to take over all of our collection lines and therefore the customers.

Based on the present customers on sewer paying what a family of two (see copy of bill number A enclosed) pays the city will generate the following:

303 residential customers at average of \$ 48.80 a month for a monthly revenue stream of \$ 14,786.40.

4 commercial customers (one closed) with an estimate billing of \$ 100.00 for a monthly revenue stream of \$ 400.00

47 paid for tap paying \$ 8.82 a month for a monthly revenue stream of \$ 414.54.

We do not know if the city will be able to charge each customers the line item on the bill called CPMAIN of \$ 5.00 a month. If so, this will generate a total of \$ 1,535.00 more each month.

This will generate a total monthly revenue stream to the city of Port St Joe of **\$ 15,600.94** with only the minimum water usage. The actual amount will be much higher for a lot of house, see copy of bill number B enclosed. Total could be with CPMAIN of **\$ 17,135.94**.

Our asking price for our system is \$ 948,500.00. This amount will be financed 100% by ESAD Enterprises, Inc. at a rate of \$ 7,500.00 per month with 5% interest to be paid for the next 15 years.



We proposed for ESAD to attach our two of our lift stations to your collection line by September 1, 2014. One lift stations flow to another lift station. ESAD will pay for this attachment and pay the city a fee of \$ 2,500.00 a month for six months to process the sewer collection. The next six months will be at a rate of \$ 3,000.00 a month. By this time all government approvals should have occurred and the city will start paying ESAD the \$ 7,500.00 a month and take over the system.

Our proposal is one that enables the city to have a minimum Revenue stream of \$ 8,100.00 a month or **\$ 97,200.00 a year**, possibly as high with minimum and CPMAN fee of **\$ 115,620.00 a year**.



**CITY OF PORT ST. JOE**  
P.O. BOX 278  
PORT ST. JOE, FLORIDA 32457  
(850) 229-8261

BILL NO.

SERVICE ADDRESS

ACCOUNT NO.

CUSTOMER ID

B

41

SERVICE	READ DATE	PRESENT	PREVIOUS	GALLONS USED	AMOUNT
1WATCO 3SEWCO CPMAIN	06/03/2014	26730	21380	5350 5350	45.80 59.73 5.00
DO NOT PAY					

Office Hours: Mon. - Fri. 8:00 - 5:00  
For Billing / New Accounts 850-229-8261  
For Water / Sewer Services 850-229-8247  
For After Hours Services 850-229-8265

Disconnect Fee Will Be Added  
After 5:00 PM on the 20th  
\$10 Late Fee will be added after 5:00 on the 10th

05/14 5960	04/14 9230	03/14 1500	02/14 1450	01/14 260	12/13 2100
BALANCE FORWARD					AMOUNT DUE
.00					110.53
CURRENT CHARGES					110.53
110.53					110.53

IF PAID AFTER: 07/10/2014 PAY: 120.53



# **CITY OF PORT ST. JOE**

P.O. BOX 278  
PORT ST. JOE, FLORIDA 32457  
(850) 229-8261

BILL NO.

SERVICE ADDRESS

ACCOUNT NO.

CUSTOMER ID

SERVICE	READ DATE	PRESENT	PREVIOUS	GALLONS USED	AMOUNT
1WATCO 3SEWCO CPMAIN	07/03/2014	230410	226880	3530 3530	37.47 48.80 5.00
**ANNUAL BOAT LAUNCH PERMITS ARE AVAILABLE AT CITY HALL**					
DO NOT PAY					

Disconnect Fee Will Be Added

After 5:00 PM on the 20th

\$10 Late Fee will be added after 5:00 on the 10th

Office Hours: Mon. - Fri. 8:00 - 5:00  
For Billing / New Accounts 850-229-8261  
For Water / Sewer Services 850-229-8247  
For After Hours Services 850-229-8265

06/14 6340	05/14 6330	04/14 4450	03/14 4030	02/14 4380	01/14 4270
BALANCE FORWARD					AMOUNT DUE
.00					91.27
CURRENT CHARGES					91.27
91.27					101.27

IF PAID AFTER: 08/10/2014

PAY: 101.27





Google earth

© 2013 Google

1991

Imagery Date: 12/2012 29°54'41.64" N 89°27'22.33" W Elev: 16 ft. Overall: 452 ft









*Florida Department of Transportation*

RICK SCOTT  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.  
SECRETARY

August 6, 2014

Mr. James A. Anderson  
City Manager  
City of Port St. Joe  
P.O. Box 278  
Port St. Joe, Florida 32457-0278

Re: Small County Outreach Program (SCOP) Specific Appropriation for Rural Areas of Opportunity

Dear Mr. Anderson:

Your municipality is located in a Rural Area of Opportunity (formerly known as Rural Areas of Critical Economic Concern) and is eligible to compete for transportation project funding. Section 7 of Chapter 2014-169, Laws of Florida, amended the Small County Outreach Program (SCOP) to include funding opportunities for municipalities and communities in Rural Areas of Opportunity. The General Appropriations Act appropriated \$9 million statewide for Fiscal Year 2014-15 to fund eligible municipal projects.

The SCOP funding for municipalities can be used for transportation infrastructure projects related to repairing or rehabilitating bridges, paving unpaved roads, addressing road-related drainage improvements, resurfacing or reconstructing roads, or constructing safety improvements to roads. Projects will be evaluated using the criteria listed in Section 339.2818(4), F.S., and will compete for funding with other eligible projects. The additional appropriation can be applied to municipal roads and bridges meeting the eligibility criteria. Projects may be funded up to 100 percent from state funds so no local matching funds are required.

The Department is requesting your assistance in identifying eligible projects for your municipality or community. Please review the information provided in Attachment A (s. 339.2818(4), F.S.) and submit your project recommendations for consideration. The Department will be evaluating all submittals using the same evaluation criteria.

Attachment B includes the application letter requirements that should be completed and submitted by September 10, 2014. Applications may be submitted electronically to the email [planning@dot.state.fl.us](mailto:planning@dot.state.fl.us) or by mail to the following address:

SCOP Municipal Application  
Attention: Maria Cahill, Office of Policy Planning  
Florida Department of Transportation  
605 Suwannee Street, M.S. 28  
Tallahassee, FL 32399



Mr. James A. Anderson  
August 6, 2014  
Page 2 of 2

A separate application letter must be submitted for each project. Project selection will occur by mid-October and selected projects will be included in the 2014-15 Work Program.

Once a project is selected for the Work Program, the municipality will need to enter into a Joint Participation Agreement with the Department. In some cases, the Department or County will be authorized to administer contracts on behalf of the municipality selected to receive funding.

If you have any questions regarding this funding opportunity, please contact Maria Cahill at (850)414-4820 or by email at [maria.cahill@dot.state.fl.us](mailto:maria.cahill@dot.state.fl.us) or Patrick Overton, Pavement Engineer and SCOP Statewide Program Manager at (850)414-4348 or by email at [patrick.overton@dot.state.fl.us](mailto:patrick.overton@dot.state.fl.us).

Sincerely,



James M. Wood, Director  
Office of Policy Planning

Attachments

CC: Don Butler, County Administrator, Gulf County  
Blair Martin, Intermodal Systems Development Manager, FDOT, District 3  
Cheryl McCall, Work Program Manager, District 3

## Attachment A

### SCOP RURAL AREAS OF OPPORTUNITY (RAO) COMMUNITY PROJECT ELIGIBILITY and EVALUATION CRITERIA

ELIGIBILITY CRITERIA: To be considered for SCOP RAO Community funding, a project must satisfy the following minimum requirements:

- The transportation facility must be within a Municipality in a Rural Area of Opportunity designated under s. 288.0656(7)(a), F.S.
- The transportation facility must be within a Rural Area of Opportunity Community designated under s. 288.0656(7)(a), F.S.
- The transportation facility must be publically owned and maintained.
- The proposed project is for repair or rehabilitation of bridges, paving unpaved roads, addressing road-related drainage improvements, resurfacing or reconstructing county or municipal roads, or safety improvements to county or municipal roads.
- The proposed project is consistent with the long range transportation plan of the local MPO if applicable, and to the maximum extent feasible with any local comprehensive plan

EVALUATION CRITERIA: The Department will consider the following criteria for evaluating projects:

The following criteria in s. 339.2818(4)(c), F.S., is used to prioritize road projects for funding under SCOP and should be used to evaluate the community project:

1. The primary criterion is the physical condition of the road as measured by the department.
2. As secondary criteria the department may consider:
  - a. Whether a road is used as an evacuation route.
  - b. Whether a road has high levels of agricultural travel.
  - c. Whether a road is considered a major arterial route.
  - d. Whether a road is considered a feeder road.
  - e. Information as evidenced to the department through an established pavement management plan.
  - f. Other criteria related to the impact of a project on the public road system or on the state or local economy as determined by the department.

## Attachment B

### SCOP RURAL AREAS OF OPPORTUNITY (RAO) COMMUNITY APPLICATION LETTER CONTENTS

Please be sure that your application letter for funding through the SCOP RAO Community Program includes the following:

- Contact information including name, telephone, email and physical address of applicant.
- Name of municipality or community meeting the criteria of Section 288.0656(7)(a), F.S. as a Rural Area of Opportunity
- Complete description of project, with project location map, and detailed description of how the project meets the eligibility and evaluation criteria identified below.

Indicate all items that apply to proposed project:

- Repair/rehabilitate bridge
- Pave unpaved road
- Road related drainage improvements
- Resurface county or municipal road
- Reconstruct county or municipal road
- Construct safety improvement on county or municipal Road

Please provide a short explanation of the evaluation criteria if applicable (address all the criteria that apply).

- The project is on the county or municipal road system.
  - The road is used as an evacuation route.
  - The road has high levels of agricultural travel.
  - The road is considered a major arterial route.
  - The road is considered a feeder road.
  - The road has been kept in satisfactory condition which is evidenced through an established pavement management plan.
- Road number and any local name
  - FDOT Roadway ID number, Beginning Mile Post (MP), Ending MP, number of lanes (improved/unimproved), existing lane width, proposed lane width.
  - Provide details of scope of work, project costs and project phasing, if applicable; an accounting of expenditures of the project (by phasing, if applicable) and schedule of project development (by phase, if applicable).



SCOP RURAL AREAS OF OPPORTUNITY (RAO) COMMUNITY APPLICATION LETTER CONTENTS

Attachment B

Page 2 of 2

- Provide certification that the project is consistent with any long range transportation plan of the local MPO if applicable, and any local government comprehensive plan.
- Provide any other relevant information necessary to assure compliance with the eligibility requirements and to meet the evaluation criteria.
- Whether the County or Municipality will manage Design and Construction of the proposed project.
- Signature of the chief fiscal officer of the local government making the application.



Jonathan P. Steverson  
Executive Director

## Northwest Florida Water Management District

81 Water Management Drive, Havana, Florida 32333-4712  
(U.S. Highway 90, 10 miles west of Tallahassee)

Phone: (850) 539-5999 • Fax: (850) 539-2777

August 1, 2014

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

RE: FY 14-15 Water Supply Development Grant Initiative

Dear Mr. Anderson:

The Northwest Florida Water Management District (District) is pleased to announce the availability of grant funding for the purpose of helping local governments and utilities across Northwest Florida meet local water supply challenges while also addressing regional water resource protection and management needs. The District seeks proposals from local governments and publicly or privately owned tax-exempt nonprofit 501(c) utilities within the District's 16-county area for cooperative or cost-share projects that would accomplish this purpose.

Please note, the applications, regardless of the means of transmittal, must be received at District Headquarters **no later than 5:00 p.m. Wednesday, October 1, 2014**. The full announcement, application form, and additional information may be found on the District's website at <http://nwfwater.com/water-resources/wsp/grants/>. Printed or electronic copies of the application form and grant program guidance are also available upon request.

Parties interested in applying are encouraged to attend an informational workshop on August 26, 2014, 2:00 pm CDT, at the Gibson Lecture Hall at Gulf Coast State College, 5230 West U.S. Highway 98, Panama City, FL 32401. The agenda for this workshop is available at the website link indicated above.

If there are any questions and for more information, please contact me at (850) 539-5999, (800) 913-1518, or [Paul.Thorpe@nwfwater.com](mailto:Paul.Thorpe@nwfwater.com).

Sincerely,

A handwritten signature in black ink, appearing to read "Paul J. Thorpe".

Paul J. Thorpe  
Resource Planning Program Manager

/pjt

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GEORGE ROBERTS  
Chair  
Panama City

JERRY PATE  
Vice Chair  
Pensacola

JOHN ALTER  
Malone

GUS ANDREWS  
DeFuniak Springs

STEPHANIE BLOYD  
Panama City Beach

GARY CLARK  
Chipley

JON COSTELLO  
Tallahassee

NICK PATRONIS  
Panama City Beach

BO SPRING  
Port Saint Joe

From : Marina Pennington <marina.pennington@comcast.net>

Wed, Aug 13, 2014 05:00 PM

Subject : North Florida Economic Development Academy - Sept 15-16 and Oct 9-10 in Tallahassee

To : janderson@psj.fl.gov, mmagadson@psj.fl.gov, Phil McCroan <pmccroan@psj.fl.gov>, Bo Patterson <bpatterson@psj.fl.gov>, wthurshey@psj.fl.gov, rbuzatt@psj.fl.gov, Thomas Gibson <tgibson@psjlaw.com>

Cc : marina Pennington <marina.pennington@comcast.net>

Good afternoon! Julie Dennis has sent us the following information about the North Florida Economic Development Academy.

"The North Florida Economic Development Academy is a comprehensive, four (4) day program designed to provide a basic understanding of the concepts and methods of Economic Development, and to help local communities build stronger community sales teams who are better able to recognize, prepare for, and respond to opportunities. Participants will walk away with an understanding of the rules and roles that guide the development process, ethical considerations, and critical best practices.

The conference will be held September 15-16 and October 6-7, 2014 at the Holiday Inn Hotel & Suites in Tallahassee. Florida Registration is limited to thirty participants. Priority will be given to economic development professionals and elected officials."

Registration fee is \$285. Scholarships are made available through the NFEDP's Regional Rural Development Grant provided by the Florida Department of Economic Opportunity and the generous investments from our Corporate and Public Agency partners!

Here is the announcement on the webpage of the Florida Economic Development Council - <http://www.feds.net/newsroom/north-florida-economic-development-academy-sept-15-16-oct-9-10/> Please note that they posted on their website the article about Port St Joe: [Port St. Joe Celebrates Creating A More Competitive Community](#)

I just registered to attend the training in Tallahassee and wanted to share the information with you hoping that the City may send a representative to this conference. If you need help seeking scholarship, and making arrangements to attend, I would be happy to help with that! Thanks, Marina

Marina G. Pennington  
Community Planning Consultant  
3820 Shamrock West  
Tallahassee, Florida 32309  
Phone (850) 766-6108  
Fax (850) 668-1750  
[marina.pennington@comcast.net](mailto:marina.pennington@comcast.net)  
[www.marinapennington.com](http://www.marinapennington.com)



**Code Enforcement 2014 Activity**  
**As of 8/14/14**

	Open	Closed	Total	Increase
Unlawful Accumulation	42	56	98	32
Substandard Structure	2		2	
Abandoned Vechicle	8	13	21	1
Unlawful Sewer				
Land regulation Violation		9	9	
Business Lic. Violation		1	1	
Special Master Hearings				
Building Demolition		5	5	4
Waste Violation	3	64	67	5
Sign Violation	3	149	152	8

Total	58	Total	297	Total	355	Total	50

Port St. Joe Redevelopment Agency  
Board of Directors  
City Commission Chambers

MEETING MINUTES

June 17, 2014

*The Mission of the Port St. Joe Redevelopment Agency is to serve the community by guiding redevelopment activities to create a vibrant downtown core and revitalized neighborhood, to improve quality of life, to commemorate history and culture, and to stimulate economic growth within the Agency's District.*

ATTENDANCE

Rex Buzzett	Chair	(RB)	Present
Bo Patterson	Vice Chair	(BP)	Present
Ben Carnes	Director	(BC)	Present
Kaye Haddock	Director	(KH)	Present (4:40)
Mel Magidson	Director	(MM)	Present
Phil McCroan	Director	(PM)	Present
William Thursbay	Director	(WT)	Present
Gail Alsobrook	Executive Director	(GA)	Present

Voting Key – (motion by / second by, votes for – votes against)

I. **Call to Order** - The meeting was called to order at 4:32 PM by Chair Rex Buzzett.

II. **Citizens to Be Heard**

A. None.

III. **Consent Agenda**

A. The minutes of the May 15 regular meeting were approved without revision (WT/BP, 6-0).

IV. **Agency Operations**

- A. The financial report was presented and approved without modification. (BP/MM, 6-0).
- B. The proposal from Roberson & Associates to provide accounting oversight to the PSJRA as part of the City of Port St. Joe's continuing contract was approved at \$75/month (BP/MM, 7-0).
- C. The Directors were provided with information to begin the FY15 budget process, including line items from the 2009 Redevelopment Plan overlaid with programs/projects highlighted in DEO's "Competitive Florida" Asset Mapping report.

V. **Governance**

- A. Required Documents for Directors: The two additional Certificate of Appointment will be delivered to the City; the Sunshine video will be viewed by new Directors, KH and BC.

## VI. Grant Program Status Report

### A. Grant Report – Existing Grants

1. USDA/RBEG - MLK Sidewalk Grant: Work progressing as overseen by Project Manager Clay Smallwood.
2. Gulf Coast Tourism Promotion - Lighthouse Relocation Documentary: The lighthouse move will likely occur mid July.
3. USDA-RBEG: Open-Air Discovery Center: The grant for construction has been submitted to USDA-RBEG.
4. FRDAP: The grant to provide improvements to the Washington High School Complex has been approved for \$50,000. No match is required.

### B. Façade Grant Program

1. No new applications were received during the past month.

## VII. Project Status Report

- A. Open-Air Discovery Center: Valuable input received from stakeholders during the charrette and workshop are being integrated into the design by the consulting team.
- B. Gateway Banners: The Board will continue consideration of the best and most effective “gateway” treatments for the Historic Downtown. Under consideration will be iron arches at each entrance.
- C. Landscaping on Reid Avenue: GA will request installation of additional pine straw prior to July 4 to improve the aesthetics for the beds prior to the busy summer season.
- D. Downtown Brochure: The board voted (WT/BP, 7-0) to award the project to the low bidder, Ramsey’s Printing. GA will negotiate an additional design change to place numbers on the lots to correspond to businesses and to further highlight the SaltAir Market – cost NTE \$250 (WT/MM, 7-0).
- E. Small Vessel Committee: No report.
- F. Dr. Joe Deck Repair: The Board approved the RFP, and GA will send out in 48 hours to allow any additional input from the Board on potential bidders.
- G. Deck at Billy Joe Rish Parking Lot: The board reviewed an email from Ecoseascapes, commenting on the shrinkage of boards as being a normal condition and expressing the need for additional water sealant.

## VIII. New Business

- A. Main Street Program: The Board will not move forward with an application to the Main Street Program at this time but will revisit next year when some of our current major projects are underway.



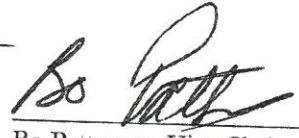
- B. Port Theatre: The Board authorized GA to collaborate with the Port Theatre Art & Culture Center to write a grant to purchase the Port Theatre (BP/PM, 7-0); a \$350,000 grant is available through the Florida Heritage Special Category program. KH will represent the PSJRA on the nonprofit board (BP/PM, 7-0). The Board will consider the \$35,000 match requirement as part of the FY 15 budget process.
- C. FY 15 Landscape Maintenance Contract: In the downtown landscape maintenance RFP for FY 15, GA will add pruning the high-rise oaks and adding plant material to the bump-outs at Reid Avenue. GA will review current licensing status with GCPS.

#### IX. Meeting Adjournment

The meeting was adjourned at 5:43 PM (BP/WT, 7-0).

Approved:

  
Rex Buzzett, Chair

  
Bo Patterson, Vice Chair