

October 20, 2015

Regular Public Meeting

6:00 P.M.

402 Williams Ave.

Fire Department

Port St. Joe, Florida



City of Port St. Joe

Bo Patterson, Mayor-Commissioner
William Thursbay, Commissioner, Group I
David Ashbrook, 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.

402 Williams Ave.

Fire Station

Tuesday October 20, 2015

Call to Order

Consent Agenda

Minutes

- Regular Commission Meeting 10/6/15 Pages 1-4

PSJRA

- Update

City Attorney

- Resolution 2015-08 Gulf County Local Mitigation Strategy Page 5
- Ordinance 518 Water Rates Pages 6-9
 - 2nd Reading & Consideration of Adoption
- Ordinance 519 Sewer Rates Pages 10-13
 - 2nd Reading & Consideration of Adoption
- Ordinance 420 Accessory Buildings Pages 14-15
- Patton Park Lots- Advertisement Pages 16-19

Old Business

- 102 Stone Drive- Building Permit
- Ward Ridge Bldg.- Discussion
- Employee Wellness Program- Comm. Buzzett
- Pickle Ball Court- Comm. Buzzett
- Electronic Sign at Frank Pate Park- TDC Pages 20-21

New Business

- Fee Waiver Request Pages 22-23
 - Alan Williams
- Marina Pennington Contract Page 24
- NEOPOST Lease- Folder/Inserter Page 25-31
- City Rental Property- Comm. Ashbrook
- Monthly Police Report- Mayor Patterson

Public Works

- Update

Surface Water Plant

- St. Joe Beach Tank Repair- Request to Bid Pages 32

Waste Water Plant

- Update

City Engineer

- Golf Cart Crossing- Update

Code Enforcement

- Update

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Police Department

- Update

City Clerk

- Ghosts on the Coast & Christmas Parade-Update
- Lighthouse Power

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, October 6, 2015, AT 6:00 P.M.
The Meeting was held in the Centennial Building – 2201 Centennial Drive.**

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

A Motion was made by Commissioner Thursbay, second by Commissioner Ashbrook, to table the Water Rates until the October 20, 2015, Meeting. All in favor; Motion carried 5-0.

CONSENT AGENDA

Mark Knappe, Park Manger, St. Joseph Peninsula State Park, presented a \$50,000 facsimile check to the City Commission for the FRDAP Grant awarded for Forest Park South.

Minutes

A Motion was made by Commissioner McCroan, second by Commissioner Thursbay, to approve the Minutes of the Regular Meeting and the Special Meeting to appoint a Grievance Committee both held on September 15, 2015; Special Meeting on September 24, 2015, for improvements being made to the Frank Pate Park Boat Ramp; Special Budget Meeting of September 29, 2015. All in favor; Motion carried 5-0.

PORT ST. JOE REDEVELOPMENT ASSOCIATION (PSJRA) - Bill Kennedy

Mr. Kennedy shared that he is working with USDA on the Open Air Concept; the Design Phase is in progress for the Phase V Landscape of Monument Avenue from the Dollar Market to the Overpass; a meeting for the landscaping of the Washington Gym is scheduled for October 12th; revisions of the downtown map are continuing; a Workshop to finish the Master Plan for George Core Park is needed; improvements to the Lighthouse Keepers' Quarters are being reviewed and an Invoice from Duke Energy to run power to the Lighthouse is expected by tomorrow.

CITY ATTORNEY – Tom Gibson

Resolution 2015-07 Gulf County Comprehensive Emergency Management Plan

A Motion was made by Commissioner Buzzett, second by Commissioner McCroan, to adopt Resolution 2015-07. All in favor; Motion carried 5-0.

Public Hearing

Development Order Request (DOR) – Gateway Apartments, PACES Foundation

Mayor Patterson noted that Bo Creel, City Building Inspector, had recommended approval of the DOR and the PDRB recommended, by a 5-4 vote, approval to the City Commission.

The following individuals shared their thoughts and concerns about the project:

Chester Davis, Christy McElroy, Alice Martin, Gulf County Commissioner Sandy Quinn, Rawlis Leslie, and Tan Smiley. Ms. McElroy and Ms. Martin provided documentation to the Commissioners which is attached.

Commissioners Thursbay, Buzzett, McCroan, and Mayor Patterson shared their opinions on the project.

A Motion was made by Commissioner Thursbay, second by Commissioner Ashbrook, to approve the Development Order Request. Voting in favor of the Motion were Commissioners Thursbay, Ashbrook and Mayor Patterson. Voting nay were Commissioners Buzzett and McCroan. Motion carried 3-2.

Mayor Patterson asked for a five minute Recess at 6:52.

The Meeting resumed at 6:58 P.M.

CITY MANAGER'S REPORT – Jim Anderson

Old Business

Overnight Parking ordinance: John Reeves - Mr. Reeves did not attend the Meeting. Mayor Patterson noted it was not the intent of the Ordinance to penalize businesses and asked that everyone adhere to the spirit of the Ordinance and not try to find loopholes in it.

Bruce Ballister: CDBG Grant Application – Mr. Ballister shared that the 2015 grant cycle is scheduled to open the last week of January, 2016; Public Hearings will need to be held in November and December; a Fair Housing Workshop will need to be held for the Commissioners; the CATF Meeting from May, 2015, is still valid and will not need to be repeated; advertisement for the grant will be run in the Star and News Herald, and Mr. Ballister delivered an updated agreement for the proposed grant to ensure that appropriate references are included to the 2015 grant.

102 Stone Drive: Building Permit – Attorney Gibson noted there had been a phone conference with the Modular Home Association Attorney, Bo Creel, Scooter Hodges, Prestige Homes, their Engineers and himself on the foundation. Until a plan is formulated that complies with Florida Statutes and is submitted to the Commission for their approval, nothing can be done.

Melinda Pate of the South Gate Homeowners Association offered several suggestions to Mr. Mike and noted his modular home was not compatible with other homes in the neighborhood.

Mr. Mike shared engineers are working on the issues and feels the project will be in compliance; noted his concerns about the length of time the project has been drug out and shared he has been looking for additional lots to possibly purchase.

Mayor Patterson reminded Mr. Mike that there is only one area in the City approved for Modular Homes.

Commissioner Thursbay encouraged Mr. Mike to continue looking for property and coordinate with the City when he has found something.

Highway 98 Golf Cart Crossing: Mayor Patterson – Clay Smallwood, III, of Preble-Rish has been talking with FL DOT. They are reviewing intersections for crossing possibilities.

Phil Early asked about submitting an application and was told that the study and maps make up the application.

Delineators on Highway 98: Commissioner Buzzett - A Motion was made by Commissioner Buzzett, second by Commissioner Ashbrook, for Staff to submit a letter to FDOT requesting Tuff Curb Delineators. Voting for the Motion were Commissioners Ashbrook, Buzzett, McCroan, and Thursbay. Mayor Patterson voted nay. Motion carried 4-1.

Employee Wellness Program: Commissioner Buzzett is working with Sara Hines of the Gulf County Health Department and Insurance Agent Dwight Van Lierop to establish a Workshop for Department Heads and Commissioners.

Cape Sewer Billing: Commissioner Buzzett – A Motion was made by Commissioner Buzzett, second by Commissioner Ashbrook, that sewer service cannot be stopped until the new customer sets up service. All in favor; Motion carried 5-0. Jay Rish is compiling a proposal for the City that will help with the billing as well.

Patton Park Lots: Advertisement - A Motion was made by Commissioner Thursbay, second by Commissioner Buzzett, to spend \$1,500 to advertise the sale of the lots. All in favor; Motion carried 5-0. Attorney Gibson will have some suggested prices and advertisement for the lots at the next meeting.

New Business

TRACOM: Commissioner Buzzett shared that TRACOM did not have a water permit or Flow Meter for recent work done in the Sunset Circle area. The water system in that area was disturbed and their water was dirty. A Motion was made by Commissioner Buzzett, second by Commissioner Thursbay, to bill TRACOM for the current rates plus 1,000 gallons of water. Until this is paid, work cannot be done in St. Joe by TRACOM. All in favor; Motion carried 5-0.

Chamber Update: Roni Coppock updated the Commission on events with the Chamber. They are presently working to have businesses listed on Google and are coordinating with Marshall Nelson to create an Emergency Notification System for businesses. Ms. Coppock asked for the support of the Commission as they move forward with the Chamber under her direction.

Guerry Magidson, Chamber President, also addressed the Commission to ask for their support of the Chamber.

CBIR Grant Applications – A Motion was made by Commissioner Thursbay, second by Commissioner Ashbrook, to support the CBIR requests of the County for sewer at Beacon Hill and Cape San Blas and also include Jones Homestead. All in favor; Motion carried 5-0.

Fee Waiver Request: Jr. Service League – A Motion was made by Commissioner Buzzett, second by Commissioner McCroan, to grant the Fee Waiver Request of the Jr. Service League for a free performance by local students of “The Nutcracker” on Saturday, December 12, 2015, at George Core Park. All in Favor; Motion carried 5-0.

Cecil Lyons Retirement (Handout) A Motion was made by Commissioner McCroan, second by Commissioner Thursbay, to approve the retirement pay out of Cecil Lyons. All in favor; Motion carried 5-0.

Electronic Sign at Frank Pate Park: TDC – Commissioner Thursbay requested that this item be Tabled for additional information and clarification of use and ownership.

Bid Awards: RFP 2015-08 Lime Feed System Construction; RFP 2015-09 Lime Feed System

A Motion was made by Commissioner Buzzett, second by Commissioner Ashbrook, to award RFP 2015-08, Lime Feed System Construction, to Burnett Lime Company in the amount of \$216,250. All in favor; Motion carried 5-0.

A Motion was made by Commissioner Ashbrook, second by Commissioner McCroan, to award RFP 2015-09, Lime Feed System, to IC Contractors in the amount of \$32,482.50. All in favor; Motion carried 5-0.

Public Works – John Grantland

Mr. Grantland was not present and there was no report from his department.

Surface Water Plant – Larry McClamma

Mr. McClamma was not present and there was not a report from his department.

Wastewater Plant – Kevin Pettis shared that the Sonic Disrupters are working well; all work done in the past three months is paying off, and Buddy Cumbie passed his Class B Wastewater License test.

City Engineer - Clay Smallwood, III

Golf Cart Crossing Update

As mentioned under Old Business, Mr. Smallwood is working with FDOT on this.

SCOP Grant – Mr. Smallwood shared the City has been award a Municipal Small County Outreach Program (SCOP) Grant through FDOT in FY 2016 to resurface Garrison Avenue from Highway 71 to Sixteenth Street.

Code Enforcement

Mayor Patterson shared that he is pleased with the progress that is being made; commended Mr. Burkett for what is being accomplished and encouraged residents to keep their property clean.

Police Department – Chief Herring

Flashing Sign on 20th Street – Chief Herring advised that the City Council of Wewahitchka declined Sheriff Mike Harrison’s request to give their unused flashing signs to the City of Port St. Joe. Other options will be reviewed for a sign.

Uniforms – A Motion was made by Commissioner Buzzett, second by Commissioner Ashbrook, to approve the purchase of 8 Bullet Proof Vest for an approximate cost of \$1,000 per officer. All in favor; Motion carried 5-0.

City Clerk – Charlotte Pierce

Ghosts on the Coast and Christmas Parade – Clerk Pierce shared that, with the help of Chief Herring and his department, all businesses have received a Ghosts on the Coast Poster and a letter inviting our businesses to participate in Ghosts on the Coast on October 31st and the Christmas Parade that will be held on December 12, 2015.

Citizens to be Heard

There were no citizens present to address the Commission.

Discussion Items by Commissioners

Commissioner Buzzett thanked the TDC for being more proactive and for their help with cleanup of the Jetty Park area on weekends.

Commissioner McCroan noted the TDC collects a lot of money and he feels the City should receive more support from them. He also congratulated Jerry Barnes for being appointed by Governor Rick Scott to the vacancy on the Gulf County Board of County Commissioners for District Five.

Commissioner Ashbrook did not have anything to discuss.

Commissioner Thursbay shared it had been a “Heck of a week” and he was ready to move forward.

Mayor Patterson thanked the Commissioners for coming together and whether they agreed or disagreed on issues, they were still friends.

A Motion was made by Commissioner Thursbay, second by Commissioner McCroan, to adjourn the Meeting at 8:25 P.M.

Approved this _____ day of _____ 2015.

James “Bo” Patterson, Mayor

Date

Charlotte M. Pierce, City Clerk

Date

RESOLUTION NO. 2015-08

CITY OF PORT ST. JOE, FLORIDA

A RESOLUTION OF THE CITY OF PORT ST. JOE ADOPTING THE GULF COUNTY LOCAL MITIGATION STRATEGY IN ORDER TO MITIGATE THE VULNERABILITIES OF PORT ST. JOE TO THE IMPACTS OF FUTURE DISASTERS

WHEREAS, The City of Port St. Joe is vulnerable to the human and economic costs of natural, technological and societal disasters, and

WHEREAS, The City of Port St. Joe recognizes the importance of reducing or eliminating those vulnerabilities for the overall good and welfare of the community, and

WHEREAS, the City of Port St. Joe has been an active participant in the Gulf County Local Mitigation Strategy Task Force, which has established a comprehensive, coordinated planning process to eliminate or decrease these vulnerabilities, and

WHEREAS, the City of Port St. Joe's representatives and staff have identified, justified and prioritized a number of proposed projects and programs needed to mitigate the vulnerabilities of Port St. Joe to the impacts of future disasters, and

WHEREAS, these proposed projects and programs have been incorporated into the initial edition of the Gulf County Local Mitigation Strategy that has been prepared and issued for consideration and implementation by the communities of Gulf County,

NOW, THEREFORE, BE IT RESOLVED, that the City of Port St. Joe adopts the Gulf County Local Mitigation Strategy to reflect the current need and citizen desire to identify and implement hazards. And, at the appropriate time, the Commission will develop and submit funding proposals to the appropriate agencies to implement the hazard mitigation initiatives identified in the Gulf County Local Mitigation Strategy.

PASSED AND ADOPTED by the City of Port St. Joe on this, ___ date of October, 2015.

BY: _____
JAMES "BO" PATTERSON, MAYOR

ATTEST:

CHARLOTTE M. PIERCE, CITY CLERK

APPROVED AS TO FORM BY:

THOMAS S. GIBSON, CITY ATTORNEY

ORDINANCE NO. 518

AN ORDINANCE OF THE CITY OF PORT ST. JOE, FLORIDA, AMENDING ORDINANCE 472, ESTABLISHING NEW BASE RATES BY CUSTOMER CLASSIFICATION; ESTABLISHING NEW VOLUME CHARGE, ESTABLISHING NEW ANNUAL ADJUSTMENTS TO THE BASE RATES AND VOLUME CHARGES; PROVIDING FOR REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the rate study found that the water rate increases provided for in Ordinance 472 were higher than necessary to meet the long term water needs of the City and the surrounding areas; and

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

1. The Monthly Base Rate Schedule and Usage Charge Volume Charge Rate Schedule attached to Ordinance 472, as shown in Exhibit A attached hereto is hereby amended as shown in Exhibit B attached hereto.
2. Beginning 2020, the base rate and the volume charge shall be adjusted each year on October 1 to reflect the changes in the consumer price index, as published by U.S. Department of Labor.
3. Water rates set forth in Exhibit "B" shall be retroactive to October 1, 2015.
4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.
5. If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder shall not be affected by such invalidity.
6. This ordinance shall become effective as provided by law.

DULY PASSED AND ADOPTED by the Board of City Commissioners of Port
St. Joe, Florida, this ____ day of October, 2015.

The City of Port St. Joe

James A. Patterson
Mayor-Commissioner

ATTEST:

Charlotte M. Pierce
City Clerk-Auditor

EXHIBIT "A"

Water Rate Schedule for Ordinance per 8/30/11 Commission Meeting

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

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

Water Rate Schedule for Ordinance per 10/6/15 Commission Meeting

EXHIBIT "B"

| Monthly Base Rate Schedule | | | | | |
|-----------------------------------|-----------|-----------|-----------|-----------|-----------|
| <i>Effective Date:</i> | 10/1/2015 | 10/1/2016 | 10/1/2017 | 10/1/2018 | 10/1/2019 |
| Customer Classification | | | | | |
| Residential | \$ 26.03 | \$ 26.74 | \$ 27.48 | \$ 28.23 | \$ 29.01 |
| Commercial I | \$ 39.03 | \$ 40.11 | \$ 41.21 | \$ 42.34 | \$ 43.51 |
| Commercial II | \$ 78.09 | \$ 80.24 | \$ 82.44 | \$ 84.71 | \$ 87.04 |
| Irrigation Only Meter | \$ 26.03 | \$ 26.74 | \$ 27.48 | \$ 28.23 | \$ 29.01 |
| Hydrants | \$ 20.83 | \$ 21.40 | \$ 21.99 | \$ 22.59 | \$ 23.21 |

| Usage Charge Volume Charge Rate Schedule | | | | | |
|---|-----------|-----------|-----------|-----------|-----------|
| (per 1,000 gallons or portion thereof) | | | | | |
| <i>Effective Date:</i> | 10/1/2015 | 10/1/2016 | 10/1/2017 | 10/1/2018 | 10/1/2019 |
| Residential | | | | | |
| 0 - 3,000 | \$ 3.93 | \$ 4.03 | \$ 4.14 | \$ 4.26 | \$ 4.37 |
| 3,001 - 6,000 | \$ 4.94 | \$ 5.08 | \$ 5.22 | \$ 5.36 | \$ 5.51 |
| 6,001 - 9,000 | \$ 7.70 | \$ 7.91 | \$ 8.13 | \$ 8.35 | \$ 8.58 |
| 9,000 + | \$ 12.00 | \$ 12.33 | \$ 12.67 | \$ 13.02 | \$ 13.38 |
| Commercial I, Commercial II & Hydrants | | | | | |
| All Use | \$ 4.94 | \$ 5.08 | \$ 5.22 | \$ 5.36 | \$ 5.51 |
| Irrigation Only Meter | | | | | |
| 0 - 3,000 | \$ 3.93 | \$ 4.03 | \$ 4.14 | \$ 4.26 | \$ 4.37 |
| 3,001 - 6,000 | \$ 4.94 | \$ 5.08 | \$ 5.22 | \$ 5.36 | \$ 5.51 |
| 6,001 - 9,000 | \$ 7.70 | \$ 7.91 | \$ 8.13 | \$ 8.35 | \$ 8.58 |
| 9,000 + | \$ 12.00 | \$ 12.33 | \$ 12.67 | \$ 13.02 | \$ 13.38 |

ORDINANCE NO. 519

AN ORDINANCE OF THE CITY OF PORT ST. JOE, FLORIDA, AMENDING ORDINANCE 473, ESTABLISHING NEW BASE RATES BY CUSTOMER CLASSIFICATION, ESTABLISHING A NEW VOLUME CHARGE, ESTABLISHING NEW ANNUAL ADJUSTMENTS TO THE BASE RATES AND VOLUME CHARGES, PROVIDING FOR REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the rate study found that the wastewater rate increases provided for in Ordinance 473 were lower than necessary to meet the future wastewater needs of the City and the surrounding area;

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

1. The Monthly Base Rate Schedule and Usage Charge Volume Charge Rate Schedule attached to Ordinance 473, as shown in Exhibit A attached hereto is hereby amended as shown in Exhibit B attached hereto
2. Beginning 2020, the base rate and the volume charge shall be adjusted each year on October 1 to reflect the changes in the consumer price index, as published by U.S. Department of Labor.
3. Water rates set forth in Exhibit "B" shall be retroactive to October 1, 2015.
4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.
5. If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder shall not be affected by such invalidity.
6. This ordinance shall become effective as provided by law.

DULY PASSED AND ADOPTED by the Board of City Commissioners of Port
St. Joe, Florida, this ____ day of October, 2015.

The City of Port St. Joe

James A. Patterson
Mayor-Commissioner

ATTEST:

Charlotte M. Pierce
City Clerk-Auditor

Sewer Rate Schedule for Ordinance per 8/30/11 Commission Meeting

EXHIBIT "A"

Monthly Base Rate Schedule

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

Usage Charge Volume Charge Rate Schedule

(per 1,000 gallons or portion thereof)

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

Sewer Rate Schedule for Ordinance per 10/6/2015 Commission Meeting

EXHIBIT "B"

| Monthly Base Rate Schedule | | | | | |
|-----------------------------------|-----------|-----------|-----------|-----------|-----------|
| <i>Effective Date:</i> | 10/1/2015 | 10/1/2016 | 10/1/2017 | 10/1/2018 | 10/1/2019 |
| Customer Classification | | | | | |
| Residential | \$ 29.90 | \$ 31.02 | \$ 32.19 | \$ 33.39 | \$ 34.64 |
| Commercial I | \$ 45.33 | \$ 47.03 | \$ 48.79 | \$ 50.62 | \$ 52.52 |
| Commercial II | \$ 89.67 | \$ 93.03 | \$ 96.52 | \$ 100.14 | \$ 103.90 |

| Usage Charge Volume Charge Rate Schedule | | | | | |
|---|-----------|-----------|-----------|-----------|-----------|
| (per 1,000 gallons or portion thereof) | | | | | |
| <i>Effective Date:</i> | 10/1/2015 | 10/1/2016 | 10/1/2017 | 10/1/2018 | 10/1/2019 |
| All Customer Classifications | | | | | |
| All Use | \$ 6.52 | \$ 6.76 | \$ 7.01 | \$ 7.28 | \$ 7.55 |

Ordinance 520

AN ORDINANCE OF THE CITY OF PORT ST. JOE, FLORIDA AMENDING SECTIONS 1.03 and 3.01(4) OF THE LAND DEVELOPMENT REGULATION CODE; PROVIDING DEFINITIONS; PROVIDING FOR LOCATION OF ACCESSORY STRUCTURES; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Be it enacted by the people of the City of Port St. Joe, Florida as follows:

Section 1. The definition of “accessory structure” contained in Section 1.03 of the Land Development Regulation Code (“LDRs”) which reads as follows:

Accessory structure (Appurtenant structure) means a structure that is located on the same parcel of property as the principal structure and the use of which is incidental to the use of the principal structure. Accessory structures should constitute a minimal investment and be designed to have minimal flood damage potential. Examples of accessory structures are detached garages, carports, storage sheds, pole barns, and hay sheds.

Is hereby amended to read:

Accessory structure (Appurtenant structure) means a structure that is located on the same parcel of property as the principal structure and the use of which is incidental to the use of the principal structure. Accessory structures should constitute a minimal investment and be designed to have minimal flood damage potential. Examples of accessory structures are detached garages, carports, storage sheds, pole barns, above ground swimming pools and hay sheds.

Section 2. Section 3.01(4) of the LDRs which reads as follows:

Accessory buildings and uses incidental to each single family dwelling, where not used or operated commercially, including private garages for the accommodation of automobiles, sheds for the housing of pets, children's playhouses, greenhouses, tool sheds, workshops, and servant's quarters shall be permitted in residential districts. Side lot set back lines which apply to the primary residential structure on any lot shall apply to such accessory buildings. Rear set back lines shall be five feet where an alley is adjacent to the property and ten feet where there is no alley.

Is hereby amended to read:

Accessory buildings, accessory structures and uses incidental to each residential dwelling, where not used or operated commercially, including private garages for the accommodation of automobiles, sheds for the housing of pets, children's playhouses, greenhouses, tool sheds, workshops, and servant's quarters shall be permitted in residential districts. Side lot set back lines which apply to the primary residential structure on any lot shall apply to such accessory buildings. Rear set back lines shall be five feet where an alley is adjacent to the property and ten feet where

there is no alley. Any such accessory building or accessory structure must be located either in the rear yard or, if the lot in question has a privacy fence that shields a side yard from view, in the side yard. No accessory building or structure shall be located in the front yard.

3. REPEAL: All ordinances or resolutions or parts of ordinances or resolutions in conflict herewith are hereby repealed.
4. SEVERABILITY: If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder shall not be affected by such invalidity.
5. EFFECTIVE DATE: This ordinance shall become effective upon adoption.

DULY PASSED AND ADOPTED by the Board of City Commissioners of Port St. Joe, Florida this ____ day of _____, 2015.

THE CITY OF PORT ST. JOE

By: _____
James "Bo" Patterson
Mayor-Commissioner

ATTEST:

Charlotte M. Pierce
City Clerk

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

Zimbra**janderson@psj.fl.gov**

Patton Park

From : Thomas Gibson
<tgibson@psjlaw.com>Wed, Oct 07, 2015 11:04 AM
2 attachments**Subject :** Patton Park**To :** janderson@psj.fl.gov,
cpierce@psj.fl.gov

This is the proposed ad for lot sales. Feel free to make any changes. The prices are the ones that William suggested a few meetings back. The only issue not addressed at this point is how to deal with brokers. It might confuse the issue but we also own a residential lot on Woodward (also attached) that we probably don't have a use for. Should we include it?

Tom Gibson
Rish, Gibson & Scholz P.A.
P.O. Box 39
Port St. Joe, Florida 32456
850-229-8211
tgibson@psjlaw.com

 **000 Notice to Receive Sealed Bids.doc**
25 KB

 **Gulf County Property Appraiser's Web Site_php.mht**
79 KB

NOTICE TO RECEIVE SEALED BIDS
CITY OF PORT ST. JOE

The City of Port St. Joe (City) will receive sealed bids from any qualified person, company or organization interested in purchasing:

Certain real property located in the City described as Patton Park Subdivision. Patton Park is a six lot residential subdivision bounded by 20th Street, Mimosa Avenue and DuPont Drive, the site of the former Gulf Pines Hospital. The City intends to accept sealed bids for all or any part of the property according to the terms of this Notice.

Copies of the plat, building restrictions and any restrictive covenants can be obtained at City Hall, 305 Cecil G. Costin Boulevard, Port St. Joe, Florida, 32456 (850) 229-8261. There is no charge for this information

The closing date for sales pursuant to this notice shall be on or before 60 days from the date of the bid opening. Bids should indicate on the envelope that it is a sealed bid for purchase of the Patton Park Subdivision property.

Bids will be received until 3:00 p.m. Eastern Time, on the ____ day of _____, 2015 at the City of Port St. Joe City Hall, 305 Cecil G. Costin, Sr. Blvd., Port St. Joe, Florida 32456, and will be opened and read aloud at 3:05 p.m. Eastern Time in City Commission chambers. The City of Port St. Joe is an Equal Opportunity Employer/Handicapped Accessible/Fair Housing Jurisdiction.

Each bid shall contain a net proceeds to seller price that the bidder is willing to pay and shall identify the lot number or numbers if more than one lot is bid on. Each bid shall contain the bidder's name and contact information. The highest bid for each lot shall be considered.

Within 10 days of being notified, successful bidders shall execute a sales contract with the City and deliver a 5% earnest money deposit. The contract will require bidders to pay all closing

costs, including but not limited to, documentary stamps, recording cost, title insurance premium and closing fee. Water and sewer impact fees shall be payable in accordance with City ordinance at the time of construction on any lot.

Minimum bids are as follows:

| | |
|----------------|--------------|
| Lots 1 or 2 | \$110,000.00 |
| Lot 3 | \$85,000.00 |
| Lots 4, 5 or 6 | \$65,000.00 |

The City of Port St. Joe reserves the right to waive informalities in any bid, to accept and/or reject any or all bids, and to accept the bid that in their judgment will be in their best interest. If you have any questions, please call city manager Jim Anderson at (850) 227-8261.



Gulf County Property Appraiser

Mitch Burke, CFA

| | | | | | |
|-------------------------------------|---------------------------------|-----------------------------|-----------------------------------|---------------------------------------|---------------------------|
| Sales In Area | Previous Parcel | Next Parcel | Field Definitions | Return to Main Search | Gulf Home |
| Owner and Parcel Information | | | | | |
| Owner Name | CITY OF PORT ST JOE | Today's Date | October 7, 2015 | | |
| Mailing Address | PO BOX 278 | Parcel Number | 04908-000R | | |
| | PORT ST JOE, FL 32457 | Tax District | City of Port St Joe (District 5) | | |
| Location Address | WOODWARD AVE | 2014 Millage Rates | 17.5620 | | |
| Property Usage | MUNICIPAL (008900) | Acreage | 0 | | |
| Section Township Range | 1-8S-11W | Homestead | N | | |

[Show Parcel Maps](#) |
 [Generate Owner List By Radius](#)

| Value Information | | | Legal Information |
|------------------------------------|-----------------------|---------------------|---|
| | 2014 Certified Values | 2015 Working Values | |
| Building Value | \$0 | \$0 | CITY OF PORT ST JOE LOT 7 & LOT 6 LESS N 8' TO SMITH MAP 50A BLK 38 The legal description shown here may be condensed for assessment purposes. Exact description should be obtained from the recorded deed. |
| Extra Feature Value | \$0 | \$0 | |
| Land Value | \$40,000 | \$40,000 | |
| Land Agricultural Value | \$0 | \$0 | |
| Agricultural (Market) Value | \$0 | \$0 | |
| Just (Market) Value* | \$40,000 | \$40,000 | |
| Assessed Value | \$40,000 | \$40,000 | |
| Exempt Value | \$40,000 | \$40,000 | |
| Taxable Value | \$0 | \$0 | |
| Maximum Save Our Homes Portability | \$0 | \$0 | |
| AGL Amount | | | |

Just (Market) Value description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.

[Tax Information](#)

Building Information

No buildings associated with this parcel.

Extra Features Data

| Description | Number of Items | Unit Length x Width x Height | Units | Effective Year Built |
|---|-----------------|------------------------------|-------|----------------------|
| No records associated with this parcel. | | | | |

Land Information

| LAND USE | NUMBER OF UNITS | UNIT TYPE | Frontage | Depth |
|-----------------|-----------------|-----------|----------|-------|
| IMPROVED > 1 AC | 2 | LT | 0 | 0 |

Property Information (qualified, unqualified, and multiple sales)

| Sale Date | Sale Price | Instrument | Deed Book | Deed Page | Sale Qualification | Vacant or Improved | Grantor | Grantee |
|--|------------|------------|-----------|-----------|--------------------|--------------------|---------|---------|
| No Sales Information available for this parcel | | | | | | | | |

| | | | | | |
|-------------------------------|---------------------------------|-----------------------------|-----------------------------------|---------------------------------------|---------------------------|
| Sales In Area | Previous Parcel | Next Parcel | Field Definitions | Return to Main Search | Gulf Home |
|-------------------------------|---------------------------------|-----------------------------|-----------------------------------|---------------------------------------|---------------------------|

The Gulf County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The Senior Exemption Does Not Apply to All Taxing Authorities. Just (Market) Value is established by the Property Appraiser for ad valorem tax purposes. It does not represent anticipated selling price. Working values are subject to change. Website Updated: October 5, 2015

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19

Zimbra**janderson@psj.fl.gov**

Digital Sign at Frank Pate Park

From : Jennifer Jenkins
<jennifer@visitgulf.com>

Tue, Oct 13, 2015 09:00 AM

 1 attachment

Subject : Digital Sign at Frank Pate
Park

To : Jim Anderson
<janderson@psj.fl.gov>

Cc : Jeremy Novak
<jtnovak@novaklaw.us>

Hi Jim – Good morning. I spoke with Dave Ashbrook last week and he told me the discussion regarding the digital sign has been tabled due to lack of information so I thought I would type up a few thoughts.

The digital sign the TDC would buy and install would replace the old marquee. As it stands now, the information is often missed and it is very time consuming to change the letters. The new sign would be programmable wirelessly.

The information we place on the marquee usually showcases upcoming events sponsored by the TDC. As a rule of thumb, and to be in compliance with our ordinance and the statute, we don't put local, charitable events such as fish fry's, car washes, spaghetti dinners, etc.. Sometimes, of course, there are exceptions but we review each request as they come in. New this upcoming year, we will also highlight our partner of the month. This program just offers more information about our tourism product to our visitors.

Do you have a time frame as to when the City Commissioners might make a decision on the sign? If they vote no, I need to find an alternate location as my partner of the month

20

program begins in January.

Let me know if you have any questions.

Jennifer

Jennifer Jenkins
Executive Director
Gulf County Tourist Development Council
850-229-7800 | www.visitgulf.com



**09EC3B08-4625-4211-
BEBF-FA32A9A21361[40].jpg**
12 KB

Alan Williams

1350 West. 11 Street

Jacksonville, Florida 32209

(904) 731-3127

September 22, 2015

City Commissioners- City of Ports St. Joe, Florida

Commissioner Melvin C. Magidson Jr.-Mayor/Commissioner

Commissioner William Thursbay

Commissioner Bo Patterson

Commissioner Phil McCroan

Commissioner Rex Buzzett

P.O. Box 278

Port St. Joe, Florida 32456

COPY

Re: A One Night Gospel Crusade

Dear Board of Commissioners:

My name is Alan Williams and I'm a native of Port St. Joe Florida. I'm presently is an ordained Minister and Elder of, We're For Jesus Ministry, under the leadership of Bishop Elijah E. Johnson located in Jacksonville, Florida. God has pressed upon my heart to return back to my beautiful home town, Port St. Joe, to have a one night Gospel Crusade at the Washington Gymnasium on January 9, 2016. The time requested for the crusade is 7:00 to 9:00 pm. I'm also requesting with much consideration from the Board, the privilege of having the fee waived for this grand occasion. Thank you for taking the time to read this letter, and I look forward to hearing from you.

Sincerely,



Alan Williams

AGREEMENT FOR TEMPORARY USE OF WASHINGTON RECREATION CENTER
CITY OF PORT ST. JOE, FLORIDA

NAME OF INDIVIDUAL OR ORGANIZATION ENTERING AGREEMENT (HEREIN KNOWN AS USER:)

Alan Williams

ADDRESS: 2350 West 11th Street

Jacksonville Florida 32209
CITY STATE ZIP

TELEPHONE (904) 713-3127 DATE(S) REQUESTED Jan 9, 2016

TYPE OF ACTIVITY one Night Gospel Crusade

RENTAL FEE AMOUNT: _____



In consideration of the mutual covenants and conditions contained herein, the Board of City Commissioners of the City of Port St. Joe, Florida, a municipal corporation (herein known as "City"), agrees to make available the Washington Recreation Center to User on the date(s) set forth above.

All "Users" be advised that the Board of City Commission does not rent this facility to organizations for extended periods of time. Rentals are on a temporary basis only, and Users are urged to make other arrangements as soon as possible.

1. The City shall:

- A. Furnish light, heat, and water by means of appliances installed for ordinary purposes, but for no other purposes. Interruptions, delays, or failure to furnish any of the same, caused by anything beyond the control of the City Commissioners, shall not be charged to the City of Port St. Joe.
- B. Not be responsible for any damage, accidents, or injury that may happen to the User or his agents, servants, employees, spectators, or any and all other participants and/or property from any cause whatsoever, arising out of or resulting from the above described activity during the period covered by this agreement.
- C. Reserve the right, in the exercise of its discretion, to rescind and cancel this agreement at any time when the purpose or purposes for which the premises herein described are being used and intended to be used, shall be obnoxious or inimical to the best interest of the City; anything herein contained notwithstanding.
- D. The activities of the City have first priority and the City reserves the right to alter this schedule by notifying the renting party 48 hours prior to a scheduled event.

2. The User shall:

- A. Take the premises as they are found at the time of occupying by the User.
- B. Remove from the premises within twenty-four (24) hours following the conclusion of the contracted activity all equipment and material owned by the User. The City assumes no liability for the User's equipment and material.
- C. Not re-assign this agreement or sublet the premises or any part thereof or use said premises or any part thereof for any purpose other than that herein specified, without written consent of the City.
- D. Not bring on the premises, keep, possess, or use any alcoholic beverages or gambling devices of any kind.
- E. Indemnify the City and hold it harmless from any liability, including court costs and attorney's fees which result from any of the activities which occur on the property during the term of this Agreement.



The City of Port St. Joe

October 13, 2014

Ms. Marina Gonzalez Pennington
Government & Business Affairs Consultant
3820 Shamrock West
Tallahassee, FL 32309

Re: Contract Extension

Dear Marina:

The City Commission approved extending your contract for the 2014–2015 fiscal year on the same terms and conditions as the previous agreement with the following additions:

1. The maximum compensation under the agreement from City funds is \$20,000.00. This limit does not apply in the event that funds are available for work pursuant to our contract from non-city sources.
2. This agreement may be terminated by either party on 30 days written notice.

If this meets with your approval, I would appreciate it if you would sign the copy of this letter which I have enclosed and return it to me.

If you have any questions, please give me a call

Sincerely,

Thomas S. Gibson
City Attorney, City of Port St. Joe

TSG/pwr

Marina Pennington
10/16/14

Zimbra**janderson@psj.fl.gov**

Fwd: Inserter & Mail Machine Lease Docs

From : Robin Combs
<rcombs@psj.fl.gov>

Wed, Oct 14, 2015 03:25 PM
📎 3 attachments

Subject : Fwd: Inserter & Mail
Machine Lease Docs

To : Jim Anderson
<janderson@psj.fl.gov>

CITY OF PORT ST. JOE
Robin Combs
Utility Billing- Accounting Clerk
P.O. Box 278
Port St Joe, FL 32457
ph 850-229-8261 fx 850-227-7522

From: "Angelo Nieves" <a.nieves@neopostflorida.com>

To: rcombs@psj.fl.gov

Sent: Wednesday, October 14, 2015 3:11:35 PM

Subject: Inserter & Mail Machine Lease Docs

Good afternoon Robin.

Attached are the 3 docs that need to be approved.

This program enables you to get the new equipment now and start paying the new payment when the present 2 leases expire on 2/22/16.

The new lease will include both pieces of equipment. Just one lease.

Please email me the signed agreements when available.

Thanks for all your help.

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A NEOPOST COMPANY 4913 W. LAUREL ST. TAMPA, FL 33607 (800) 881-6245

Sales & Service Agreement

SALES REPRESENTATIVE ID: **OR0163** MMS SALES ORDER NUMBER: _____ DATE: **10/14/2015**

| | | | | | |
|-----------------|---|--|---|--------------------------------|--|
| CUSTOMER | FULL LEGAL NAME OF CUSTOMER THE CITY OF PORT ST. JOE | | MMS CUSTOMER NUMBER TL2087 | PHONE (850) 229-8261 | FAX |
| | BILLING ADDRESS PO Box 278 | | CITY Port St. Joe | STATE FL | ZIP 32457 |
| | EQUIPMENT LOCATION (IF DIFFERENT FROM BILLING ADDRESS) 305 Cecil G. Costin, Sr. Blvd. | | CITY Port St. Joe | STATE FL | ZIP 32456 |
| | CONTACT NAME Robin Combs | | EXISTING MMS CUSTOMER LOCATION <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | | TAX EXEMPT STATUS (CERTIFICATE REQUIRED IF YES) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |

| | | | | | | |
|--------------|----------------------------|--|---|---|--|------------------|
| ORDER | ORDER TYPE LEASE | MONTHLY PAYMENT (LEASE OR RENTALS ONLY) \$377.00 | TERM (LEASE OR RENTALS ONLY) 48 | BILLING FREQUENCY (LEASE OR RENTALS ONLY) QUARTERLY | SPLIT ORDER <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | PURCHASE ORDER # |
|--------------|----------------------------|--|---|---|--|------------------|

| PRODUCTS | QUANTITY | MODEL | DESCRIPTION/NOTES | PRICE (PURCHASES ONLY) |
|-----------------|----------|-----------|---|------------------------|
| | 1 | IH600AF | IN Series 600 Base w/ AutoFeeder, Sealer, Catch Tray, Ink Cartridge & LAN Cable | |
| | 1 | IHWP5 | IN Series 600 5lb Weighing Platform | |
| | 1 | LTYN116 | IH600AF METER RENTAL | |
| | 1 | M33ST.2.5 | 2 Flex and 1 Insert Feeder Inserter | |
| NOTES: | | | | |

| | | | | | | | | |
|----------------|---|---------------------------------|---------------|------------------------------|--|----------|----------------------------|---------------|
| SERVICE | SERVICE AGREEMENT TYPE STANDARD | AMOUNT (ANNUAL AGREEMENTS ONLY) | PICKUP | METER REPLACED SERIAL NUMBER | EQUIPMENT TO REMOVE FROM CUSTOMER LOCATION | SUBTOTAL | \$0.00 | |
| | | | | | IM440 | | TAX 6.0% | \$0.00 |
| | | | | | PS40 | | TOTAL DUE (PURCHASES ONLY) | \$0.00 |

| | | | | |
|---------------------|--|--------------------------|-------------------|-------------------|
| LEASE CREDIT | BANK NAME/BRANCH | LENGTH OF TIME WITH BANK | BANK PHONE NUMBER | BANK CONTACT NAME |
| | BANK ACCOUNT NUMBER (STRICT CONFIDENTIALITY GUARANTEED) | | | |
| | Applicant—Lessee (If Corporation, have signed by President, VP or Treasurer and provide official title. If Owner or Partner, state which). I/We hereby authorize the Lessor, to whom this application is made, or Lessor's agents to investigate my/our financial responsibility and credit worthiness and will provide financial statements, tax returns, etc. as Lessor deems necessary. I agree that the Advance Payment is not refundable unless Lessor rejects application. | | | |

| | | |
|---------------|---------------------------|--|
| BUYOUT | LEASE RESOLUTION COMPANY* | *For PBGFS leases: Following installation, Neopost Florida will issue you a check equal to: _____, which represents the balance of remaining payments on PBGFS lease # _____. It is the responsibility of the customer to use the funds from this check to satisfy the above-referenced lease agreement. |
|---------------|---------------------------|--|

I. Home Office Acceptance. This proposal becomes a binding contract on Seller's acceptance at its home office, Tampa Florida. Agents or employees of the Seller at locations other than its home office are not authorized to bind the Seller. **II. Passage of Title.** Title for equipment under this contract passes to Buyer upon payment to Seller of the total contract price for the equipment. **III. Cancellation of Equipment Sale (Not Lease).** In the event of Buyer's cancellation after acceptance by Seller, Buyer agrees to pay as liquidated damages and not as a penalty 25% of the contracted price or Seller's costs (material, labor, overhead, and other costs), whichever is greater. If this multipurpose form accompanies a lease it is not considered a "Sales Agreement" and the accompanying lease terms and condition rule. **IV. Warranty.** Seller warrants equipment manufactured, assembled or repaired by Seller under this contract as conforming to Seller's written proposal. Other than title, all other warranties, expressed or implied, including without limitation all implied warranties of merchantability or fitness for a particular purpose are excluded. Seller's sole obligation is replacement or repair of equipment F.O.B. shipping point. In and out expenses and transportation charges are for Buyer's account. Repair or replacement does not alter or extend limits on liability and warranty established at sale. Normal wear and tear is not covered under this warranty. **V. Limitations of Liability.** Seller shall not be liable for damages of any kind, including but not limited to consequential, general, direct, special or incidental damages. This limitation is irrespective of Buyer's theory of liability, whether for breach of contract, negligence, strict liability, or any statutory permitted cause of action. In the event Seller fails to repair or replace as required under this contract, liability shall not exceed the contract price of specific defective equipment items. **VI. Service Agreement (If Applicable).** Seller agrees directly or through its authorized representatives to provide service as required at installation address specified above for equipment listed in "products" section of this document. Annual charges specified are those currently in effect and are subject to change only at the time of subsequent yearly renewal of the Service Agreement. If charges are increased, Buyer may, as of the effective date of such increase, terminate this Agreement by written notice to Seller. Otherwise, the new charges will become effective upon the date specified in the renewal notice. Buyer agrees to pay Seller in advance the total charge(s) in accordance with the terms specified on the face of the invoice. All service calls are restricted to the Seller's normal business week and working hours. Service is performed at the specific request of Buyer. This agreement is limited to equipment regularly operated for up to one eight-hour shift per day. If operated more than one eight-hour shift per day, an increase in the annual rate will apply as follows: Two Shifts 50%; Three Shifts 100%. Scope of Service Agreement: A) Repair or replacement of defective or worn out parts but not including shop reconditioning or replacement of complete assemblies resulting from the wearing out of numerous components. These repairs or replacements are made at Seller's option and made necessary at Seller's option by normal wear and tear, without further charge for materials or labor. B) Agreement includes at no charge up to two (2) preventive maintenance calls (PM) per year. C) Seller guarantees response time on all service calls in a focus area unless otherwise specified in special provisions as follows: Standard: 8 hours, Premier: 4 hours. Should response time be greater than the specified times above, Seller will pay labor charges to Buyer. D) The following parts and consumables are hereby expressly excluded from Seller's obligations under the Service Agreement: ink cartridges, ink rollers, postage tape, dies, and print heads. E) All parts, components and assemblies replaced become property of Seller. F) Service Agreement is not transferable or refundable. All services above will continue during the life of this Agreement and successive renewals until the fifth anniversary of the equipment installation date. At that time, if, in Seller's opinion, an overhaul becomes necessary, an itemized estimate covering the cost, including materials and labor, will be presented for Buyer's approval before overhaul work is started. If in Seller's opinion, an overhaul is not necessary on the fifth anniversary date, this Agreement will continue in effect until such anniversary date when, in Seller's opinion, an overhaul is necessary. The cost of the overhaul will be paid by Buyer in addition to the annual Service Agreement rate for such equipment. Should Buyer elect not to have the equipment overhauled when the equipment reaches the fifth anniversary date of installation or on a succeeding anniversary date and, in Seller's opinion, it is necessary, the Agreement will not be renewed. **VII. Final Understanding of the Parties; Severability.** A) The terms of this contract may not be changed, terminated, or waived orally. No change, termination or waiver of its provisions shall be valid unless signed by Seller. This contract represents the complete understanding of the parties regarding the terms and conditions. All previous oral or written understandings or representations are merged into this contract and are void. B) This contract is made in the State of Florida, home office of Seller. This contract shall be interpreted according to the laws of Florida. C) If all or part of any provision of this contract as applied to any party or to any circumstance, shall be adjudged by a court to be void, invalid or unenforceable, the same shall in no way effect all or any part or any other provision of this contract, the application of any such provision or any part thereof under any circumstance, or the validity or enforcement of this contract. You shall pay our reasonable costs in enforcing this contract including attorney's fees.

| | | | |
|-----------------|----------------------|-------|----------------------|
| APPROVAL | PRINTED NAME & TITLE | DATE | AUTHORIZED SIGNATURE |
| | _____ | _____ | _____ |

26

THE CITY OF PORT ST. JOE

PO Box 278
 Port St. Joe, FL 32457
 Phone (850) 229.8261

STATE OF FLORIDA - PURCHASE ORDER - LEASE

State of Florida Contract Number – 600-760-11-1

To:
 MailFinance Inc.
 478 Wheelers Farms Road
 Milford, CT 06461
 800-881-6245

SHIP TO:
 Robin Combs
 THE CITY OF PORT ST. JOE
 306 Cecil G. Costin, Sr. Blvd.
 Port St. Joe, FL 32456
 Phone (850) 229.8261 x225

| P.O. DATE | REQUISITIONER | SHIPPED VIA | F.O.B. POINT | TERMS |
|-----------|---------------|-------------|--------------|-------|
| | | | | |

| QTY | UNIT | DESCRIPTION | UNIT PRICE | TOTAL |
|-----|----------|---|------------|-----------|
| 1 | IH600AF | IN Series 600 Base w/ AutoFeeder, Sealer, Catch Tray, Ink Cartridge & LAN Cable | | 377/month |
| 1 | IHWP5 | IN Series 600 5lb Weighing Platform | | |
| 1 | LTNY116 | IH600AF METER RENTAL | | |
| 1 | M33ST2.5 | 2 Flex and 1 Insert Feeder Inserter | | |
| | | | | |
| | | | | |
| | | | | |

| | | |
|--|---------------------|-------------------------------|
| 48 MONTH LEASE TERM AT \$377 PER MONTH | SUBTOTAL | |
| BILLED QUARTERLY | SALES TAX | |
| INCLUDES ALL MAINTENANCE AND USPS RATE UPDATES | SHIPPING & HANDLING | |
| | OTHER | |
| | TOTAL | 377/month Billed Quarterly |

- Order is governed under the terms and conditions of the State of Florida Contract – 600-760-11-1. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
- Payments will be sent to:
 MailFinance
 25881 Network Place
 Chicago, IL 60673-1258
 Federal ID Number: 94-2984524

Send all correspondence to:
 Robin Combs
 PO Box 278
 Port St. Joe, FL 32457
 Phone (850) 229.8261

 Authorized by Date

 Print Name and Title

Why Wait Program Agreement

The Neopost Why Wait program entitles you to upgrade your Neopost equipment up to 6 months prior to the end of the term of your Current Lease. Your new lease term will automatically commence and billing will begin after your Current Lease has reached the end of its current Term. The transition from your Current Lease to the New Lease will be seamless.

By electing to participate in this program, you agree to the following:

- You agree to continue making payments on lease number **H12011735 & H12011217** through the end of its Initial Term or, if applicable, the current Renewal Term.
- The term of the new lease, being signed concurrently with this agreement, ("New Lease") will commence when the Current Lease reaches the end of its Initial Term or, if applicable, the current Renewal Term.
- The Products that are subject to the Current Lease will be replaced with the Products identified in the New Lease for the remainder of the Current Lease's Initial Term or, if applicable, the current Renewal Term.
- The replaced products must be returned to Us within thirty (30) days of the effective date of this agreement.

Company: City of Port St. Joe

By: _____

Name _____

Title: _____

Date: _____

Company **MailFinance Inc.**

By: _____

Name _____

Title: _____

Date: _____



DS-63 Folder/Inserter



Your Mail Center Partner

The DS-63 is able to quickly and automatically process all standard mail piece types as well as direct marketing applications. This is achieved thanks to an easy-to-use graphic touch screen and highly developed ergonomics. Designed on the basis of a tried and tested platform, it is 100% reliable. Your mail will be processed on time, every time.



View Product Brochure



Visit Product Web Page

About Neopost

- A global leader in mailing solutions, and a major player in digital communications & shipping solutions
- Nearly a century of experience and innovation
- 800,000 customers worldwide
- Direct presence in 31 countries and solutions distributed in over 90 countries
- 6,200 employees, including 500 R&D engineers
- Annual sales over \$1.2B with 5% dedicated to R&D

DS-63 Features

- Customizable for your business needs with 4 different configurations
- Color touchscreen controls with graphical user guidance and wizard-based programming
- Multi-format flexFeeders can process document sizes from full sheets to short inserts
- load'n Go® performs automated setup based on materials you place in the trays
- With powerFold® DS-63 can tri-fold up to 5 pages together, neatly and silently
- Ensures accurate mail piece contents with exclusive secure'n Feed® technology
- Non-stop cascade feeding and 15 available job presets enhance productivity
- Durable construction for today's office

Your Neopost Representative

Name: **Angelo Nieves**
 Title: **Document Handling Specialist**
 Phone: **407.394.9432**
 Email: **a.nieves@neopostflorida.com**
 Address: **Neopost Florida
 North/Central Florida**

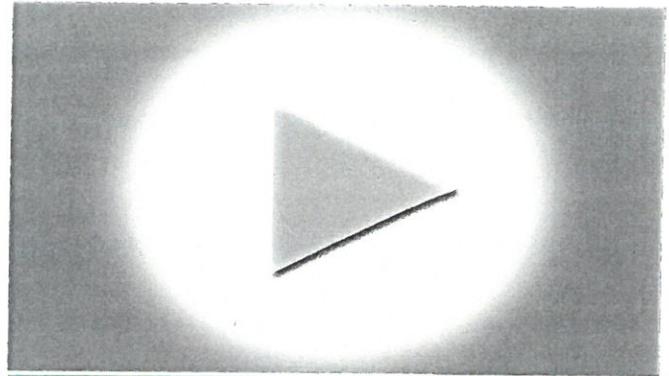
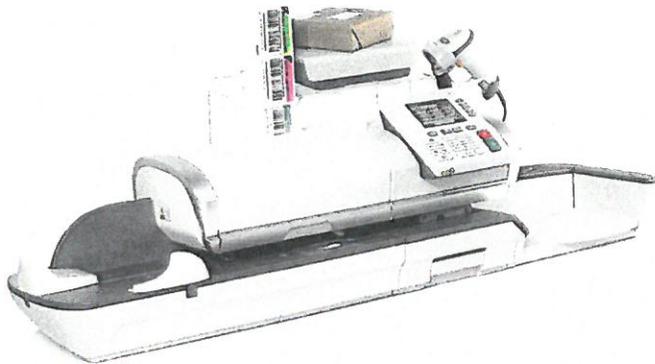
Join us on



www.neopostusa.com



IN-600 AF Mailing System



View this video on YouTube

The Practical and Versatile Choice

When it comes to getting a job done, thriving businesses count on reliable processes that add value and streamline performance. The Neopost IN-600 digital mailing system delivers practical solutions that offer maximum versatility for the results you need. Easy to operate, convenient to use, and whisper-quiet, the highly capable IN-600 is fast and efficient.



View Product Brochure



Visit Product Web Page



About Neopost

- A global leader in mailing solutions, and a major player in digital communications & shipping solutions
- Nearly a century of experience and innovation
- 800,000 customers worldwide
- Direct presence in 31 countries and solutions distributed in over 90 countries
- 6,200 employees, including 500 R&D engineers
- Annual sales over \$1.2B with 5% dedicated to R&D

IN-600 AF Features

- Neopost iMeter™ with powerful business Apps
- Automatic mail feeder with secure sealing for hands-free batch processing up to 110 letters per minute
- Weigh platform with optional differential weighing handles letters, parcels, and packages with ease
- Built-in postage label dispenser with push-button printing of one or multiple tapes
- Exclusive Postal Rate Wizard offers guided selection across 140 USPS® rates and services
- IN-600 is always up to date by automatically downloading the latest postal rates
- Promote your business with ad slogans, custom text messages or QR codes
- Coupled with NeoShip online shipping software, IN-600 meets the latest IM®pb requirements



Your Neopost Representative

Name: **Angelo Nieves**
 Title: **Document Handling Specialist**
 Phone: **407.394.9432**
 Email: **a.nieves@neopostflorida.com**
 Address: **Neopost Florida**
4401 Vineland Rd.
Orlando, FL 32811

Join us on



www.neopostusa.com

Proposal for:

CITY OF PORT ST. JOE

Robin Combs - 850.229.8261 x225
rcombs@psj.fl.gov



Angelo Nieves
 Document Handling Specialist
 407.394.9432
a.nieves@neopostflorida.com

| Item or Model Number | Volume - Pieces Per Minutes | Description | MSRP | Less Percentage (%) Discount Bid | State Contract Purchase Price | Price for 1 Year of Maintenance on Purchased Equipment | 36 Month Lease Price per Month Including Maintenance | 48 Month Lease Price per Month Including Maintenance | 60 Month Lease Price per Month Including Maintenance |
|---|-----------------------------|---|----------|----------------------------------|-------------------------------|--|--|--|--|
| M333ST.5 | | 2 Flex and 1 Insert Feeder Inserter | \$11,999 | 36% | \$7,679 | \$922 | \$325 | \$274 | \$244 |
| IH600AF | 110 | IN Series 600 Base w/ AutoFeeder, Sealer, Catch Tray, Ink Cartridge & LAN Cable | \$3,595 | 60.00% | \$1,438 | \$173 | \$61 | \$51 | \$46 |
| IHWPS | | IN Series 600 base 5lb. Weigh Platform | \$1,000 | 40.0% | \$600 | \$72 | \$25 | \$21 | \$19 |
| LTNY116 (for lease) | | Monthly meter rental for IH-600 AF Mailing System | \$ 86.00 | 65.12% | \$ 30.00 | | \$30 | \$30 | \$30 |
| Present Lease Term: 48 month | | | | | | | | | |
| Present Lease Payment: \$274/month for Inserter | | | | | | | | | |
| Total Monthly Payment: \$370 | | | | | | | | | |
| Present Lease Expires 2/22/16 | | | | | | | | | |
| | | | | | Purchase \$9,717 | Annual SLA \$1,166 | 36 month Lease \$441 | 48 month Lease \$377 | 60 month Lease \$339 |
| | | | | | | for purchase only | | | |

**RENEW LEASE TODAY.
 INSTALL NEW EQUIPMENT WITHIN 30 DAYS.
 START NEW PAYMENT AFTER 2/22/16**

Bid Specifications for Repair of St. Joe Beach Booster Station Storage Tank

Description of work

Proposal is for repairs to the water tank located at the St. Joe Beach booster station off of Americus Avenue at St. Joe Beach.

Scope of work to include the following:

Demo of approx... 56" of the top center of the tank to include the existing air vent and collar.

Fabricate and install a new 56" top with a 24" manhole/air vent in the center of the new section of the tank top. The tank section will be fabricated with 3/16" carbon steel plate with the manhole flange and cap 3/8" carbon steel plate.

Repair (6) existing holes in top of the tank using 3/16" carbon steel plate as well. These holes are in isolated areas and are due to atmospheric corrosion due to cracked coating and bolt/nut seal caps being cracked.

Replace existing bolts/nuts on top dome of tank with stainless steel and cap.

All materials used will be coated with an approved epoxy protective compound.

**Code Enforcement 2015 Activity
As of 10/13/15**

| | Open | Closed | Total | Increase |
|---------------------------|------|--------|-------|----------|
| Unlawful Accumulation | 82 | 114 | 196 | 24 |
| Substandard Structure | 4 | 9 | 13 | |
| Abandoned Vehicle | 4 | 13 | 17 | |
| Unlawful Sewer | | | | |
| Land regulation Violation | 1 | 8 | 9 | |
| Business Lic. Violation | | | | |
| Special Master Hearings | | | | |
| Building Demolition | 5 | 12 | 17 | |
| Waste Violation | 18 | 345 | 363 | 15 |
| Sign Violation | | 82 | 82 | 4 |
| Parking Regulations | | 4 | 4 | |
| Total | 114 | 587 | 701 | 43 |