

September 6, 2016

Regular Public Meeting
6:00 P.M.
2775 Garrison Avenue
Port St. Joe, Florida



City of Port St. Joe

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

2775 Garrison Avenue

Tuesday September 6, 2016

Call to Order

Consent Agenda

Minutes

- Regular Commission Meeting 8/16/16 Pages 1-4
- Workshop Meeting 8/12/16 Page 5
- Workshop Meeting 8/23/16 Pages 6-7
- Workshop Meeting 8/30/16 Page 8
- Emergency Meeting 9/1/16 Page 9

PSJRA

- Lighthouse Grant
 - Architectural Services Pages 10-15

City Attorney

- Sale of City Property
 - Ward Ridge Bldg.
 - Commerce Park Lot

Old Business

- Propane Gas Vehicles- Mayor Patterson
- Day of Prayer- Reverend Tommy Dwyer- 9/13/16 At 7:00
- 2016/2017 Budget- Update
- TDC Funding for City Parks
- City Uniforms Page 16
- Business License Application
 - 507 10th Street- Whatley Funeral Services

New Business

- Traffic Signal Maintenance Agreement Pages 17-30
- Joe Company Impact Fees Pages 31-34
- Charitable Contributions- Comm. Buzzett
- Fee Wavier Request
 - Scout Troop 347 Pages 35-37
 - St. Joseph Humane Society Pages 38-42
 - Victory Temple Pages 43-46

Public Works

- Bid Award RFP 2016-07 (Handout)

Surface Water Plant

- Update

Waste Water Plant

- **Bid Award, RFP 2016-06**

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City Engineer

- **Golf Cart Crossing- Update**
- **Projects Update**
 - **Garrison Ave. Paving**
 - **6th & 7th Street Drainage**
 - **Frank Pate Park Boat Ramp Improvements**
 - **Keepers Quarters**

Code Enforcement

- **Update**

Police Department

- **Update**

City Clerk

- **Update**

Citizens to be Heard

Discussion Items by Commissioners

Motion to Adjourn

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF CITY
COMMISSIONERS FOR THE CITY OF PORT ST. JOE, FLORIDA, HELD AT
2775 GARRISON AVENUE, August 16, 2016, AT 6:00 P.M.**

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

CONSENT AGENDA

Minutes

A Motion was made by Commissioner Thursbay, second by Commissioner Ashbrook, to approve the Minutes of the Regular Meeting on August 2, 2016, and the Workshop Meeting of August 10, 2016. All in favor; Motion carried 5-0.

Mayor Patterson asked Reverend Tommy Dwyer to address the Commission about the upcoming "Pray for our Community" gathering sponsored by the Port St. Joe Ministerial Association. Pastors of the area are having a prayer time for our community on September 13, 2016, at 7:00 P.M. in the Centennial Building and Reverend Dwyer extended an invitation to the community to attend the service. The Port St. Joe Ministerial Association has volunteered a member of the Clergy to attend each Commission meeting to offer a prayer prior to the meeting.

Port St. Joe Redevelopment Association (PSJRA) - Bill Kennedy was not present and there was no report from the PSJRA.

CITY ATTORNEY – Tom Gibson

Sale of City Property: Mr. Gibson noted that the advertisements for the sale of the properties did not make the newspapers this week but will be advertised next week.

Ward Ridge Building

David Lane reiterated his interest in purchasing the Ward Ridge Building for a funeral home and asked about the possibility of a 60 – 90 day extension on purchasing the property while feasibility issues are researched.

Paula Pickett asked for clarification of First Right of Refusal, the period of 5 days to determine if conditions of the contract can be met to purchase the building, and a written offer.

Mr. Gibson shared that the Emerald Dance Academy LLC, would have the first option to purchase the building should it be sold. He read verbatim from the Lease Agreement with Emerald Dance Academy "Tenant further understands and agrees that Landlord has marketed and may continue to market the premises for sale. In the event that Landlord receives a bona fide offer to purchase the premises, Tenant shall have the right of first refusal to purchase the property on the terms and conditions set forth in the contract. Tenant shall notify Landlord within five business days of receipt of the contract of its intent to exercise its right of first refusal. In the event that Tenant does not provide such notice, Tenant shall vacate the premises within 90 days."

Commerce Park Lot

Mr. Gibson noted that a written offer of \$45,000 has been received from Franky Williams for the lot. The original purchase price of the property was \$632,700 with a portion of the parcel being given to the Gulf County Association for Retarded Citizens and a smaller section sold to Franky Williams.

A Motion was made by Commissioner Ashbrook, second by Commissioner Thursbay, to have both parcels appraised and turn the sale of the property over to Burke and Company (who is currently handling the sale of other City parcels) for six months. Commissioners Ashbrook, Buzzett, Lowry, and Thursbay voted in favor of the motion and Mayor Patterson voted no. Commissioner Lowry asked for an explanation of the Motion, stated he did not understand the Motion, and asked to revote. In the second vote Commissioners Ashbrook, Buzzett, and Thursbay voted in the affirmative and Mayor Patterson and Commissioner Lowry voted no. The Motion carried 3-2.

Commissioner Lowry stated that he felt the amount of the quote provided by Mr. Williams should not have been revealed as the public would now be aware of his offer. Commissioner Thursbay reiterated that he felt the same way.

CITY MANAGER'S REPORT – Jim Anderson

Old Business

Road Bond Money – Engineering Task Order: A Motion was made by Commissioner Buzzett, second by Commissioner Ashbrook, to approve the Engineering Task Order up to \$96,000. All in favor; Motion carried 5-0.

Propane Gas Vehicles – Mayor Patterson: St. Joe Gas Company representatives Jason Shoaf and Andy Shoaf and I Com representative David Griffin discussed the attributes of Propane Gas compared to petroleum. When purchasing new vehicles in the upcoming budget year, the Commission is considering two Propane vehicles. This item will be on the Agenda for the September 6, 2016, meeting for additional discussion and sharing of information.

2016 / 2017 Budget Update – Mr. Anderson reminded the Commission of the Budget Workshop on Tuesday, April 23, 2016, at Noon. The first Public Hearing for the proposed FY '16 – '17 Budget will be held Wednesday, September 7, 2016, at 5:01 P.M., in the Ward Ridge Building.

New Business

Business License Application – 507 Tenth Street – Whatley Funeral Home:

Chad and Lacy Mack shared their concerns about parking and a structure overlapping their property. The property had been previous used as a funeral home but has been vacant for a number of years.

Casey Whatley, owner of Whatley Funeral Services, noted her concerns about parking and stated that she is working with the owner concerning the parking issue.

Mr. and Mrs. Mack are willing to work with Ms. Whatley to reach a compromise on the issues.

This item was Tabled to allow time for research of the requirements in the LDR.

Fee Waiver Request – Youth Ministries:

A Motion was made by Commissioner Thursbay, second by Commissioner Buzzett, to wave the fees to use the Washington Gym on September 22, 2016. All in favor; Motion carried 5-0.

At 7:10 P.M., a recess of 5 minutes was requested.

The meeting resumed at 7:17.

Public Works – John Grantland

Highway 71 and 98 Waterline Replacement Update – Weather conditions this past week prevented the work from being done. Work will resume next week on the project.

Surface Water Plant – Larry McClamma noted that U.S. Tank is cleaning and painting the White City Pneumatic Tank and it will be in by-pass mode for several weeks.

Wastewater Plant – Kevin Pettis

Surplus Property: A Motion was made by Commissioner Buzzett, second by Commissioner Thursbay, to declare the 1996 F150 Ford Truck, Vin # 1FTDF1727VNC04107, as scrap and remove it from the insurance. All in favor; Motion carried 5-0.

City Engineer - Clay Smallwood, III,

Golf Cart Crossing Update – The permit has been approved, internal paper work from FDOT has been the hold up, and it should arrive in the next week.

Project Updates:

Garrison Avenue Paving – The review has been completed and FDOT has given approval to advertise the work. There are two requirements to be met. The project must be advertised for three weeks and a RFQ for Inspection Services must also be advertised. Dewberry / Preble Rish cannot do the inspections as they are the City's Engineers. A Motion was made by Commissioner Thursbay, second by Commissioner Ashbrook, to advertise the project and the RFQ for Inspection Services. All in favor; Motion carried 5-0.

6th and 7th Streets Drainage – This is still under review.

Frank Pate Park Boat Ramp Improvements – The permit for the project has been submitted to DEP.

Keepers Quarters – Mr. Smallwood anticipates Mr. Creel will inspect the project next week.

Code Enforcement – Mr. Burkett's report was reviewed and no action was required.

Police Department – Chief Herring shared that the second printing of "In Port St. Joe We Back the Blue" t-shirts has arrived and are being distributed to the sponsors. Chief Herring thanked the community for their continued support of the Police Department and noted that t-shirts are available in their department. Chief Herring anticipates a third printing of the shirts in a few months.

City Clerk – Charlotte Pierce

Ghosts on the Coast – Monday, October 31, 2016, and Christmas on the Coast – Saturday, December 10, 2016

By consensus, the Commission approved the dates of each event with Ghost on the Coast beginning at 5:30 on Monday, October 31, 2016. Christmas on the Coast will begin with lineup at 5:00 P.M. and the parade at 6 P.M. on Saturday, December 10, 2016.

Citizens to be Heard –

Letha Mathews asked about pipe replacement on Avenues E, F, and G. A final determination has not been made on the CDBG Application but the Commission stated the work will be done whether through the CDBG or some other funding source.

Ms. Mathews requested an update on the apartments. Mayor Patterson noted the closing had taken place earlier today and work should begin in 3 – 4 weeks.

Discussion Items by Commissioners

Neither Commissioners Thursbay, Ashbrook, nor Lowry had anything to discuss.

Commissioner Buzzett noted the need to secure the Centennial Building Grant for improvements to be made to the building. He also congratulated the AAA Fall Baseball All-star Team on their victory in Marianna. The team would like to present their trophy to the City and consensus of the Commission was to display the trophy in the lobby of City Hall for a month.

Mayor Patterson shared a concern of street lights that are out. Mr. Anderson noted those he was referring to are in the county and the person will need to contact the county.

He also noted that the first Port St. Joe High School Football game will be Friday night in Tallahassee and he encouraged the citizens to support the Sharks.

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

Approved this _____ day of _____ 2016.

James "Bo" Patterson, Mayor

Date

Charlotte M. Pierce, City Clerk

Date

MINUTES OF THE FY 2016 – 2017 BUDGET WORKSHOP FOR THE BOARD OF CITY COMMISSIONERS FOR THE CITY OF PORT ST. JOE FLORIDA, HELD AT 2775 GARRISON AVENUE, August 12, 2016, 1:00 P.M.

The following were present: Mayor Patterson, Commissioners Ashbrook and Lowry. City Manager Jim Anderson, City Clerk Charlotte Pierce, Financial Analysts Mike Lacour, Police Chief Matt Herring, Public Works Director John Grantland, Surface Water Treatment Plant Director Larry McClamma, Wastewater Treatment Plant Director Kevin Pettis, and City Insurance Agent, Dwight Van Lierop were also present. Commissioners Buzzett and Thursbay were absent.

The purpose of the Workshop was to discuss the FY 2016 – 2017 Budget with focus on Insurance, General Fund, and Water.

Mr. Van Lierop discussed the options for Health Insurance Coverage, the rates for Property, Casualty, and Workers Comp as well as an employee COLA and Merit Raises for 11 employees, Grant Projects for the coming Fiscal Year and Non Departmental items. Staff will review the options and also discuss opportunities for employees that are Medicare eligible prior to the next Commission meeting.

The consensus of the Board was to change the City Insurance Cap to \$693.85 and pay 100% of option #2, Plan #05773. The City will still offer the Current Plan, #05772, but the employee will be responsible for the difference of \$45.64

Copies of the preliminary 2016 – 2017 Fiscal Year Budget were distributed.

Financial Analyst Mike Lacour discussed the budget process and how the current budget was determined.

The consensus of the Board was to utilize \$62,500 for match money on the Centennial Building and Lighthouse Grants to help balance the Budget in the General Fund.

There has been an increase in the contribution to the Florida Retirement System; AD Taxes collected are less than the previous year; an employee COLA of 2% for all current employees; Merit Raises for 11 employees; Grant Projects for the coming Fiscal Year, and Non Departmental items were discussed as well.

Commissioners were asked to review the information provided prior to the next Workshop. The next Budget Workshop will be held Tuesday, August 23, 2016, at Noon.

No one from the public attended the meeting.

A Motion was made by Commissioner Ashbrook, second by Commissioner Lowry to adjourn the Workshop at 2:17 P.M.

Approved this _____ day of _____ 2016.

James "Bo" Patterson, Mayor

Date

Charlotte M. Pierce, City Clerk

Date

MINUTES OF THE WORKSHOP MEETING OF THE BOARD OF CITY COMMISSIONERS FOR THE CITY OF PORT ST. JOE, FLORIDA, HELD AT 2775 Garrison Avenue, August 23, 2016, at 12 Noon.

The following were present: Mayor Patterson, Commissioners Ashbrook, Buzzett, Lowry, and Thursbay. City Manager Jim Anderson, City Clerk Charlotte Pierce, Chief of Police Matt Herring, Public Works Director John Grantland, Financial Analyst Mike Lacour, Attorney Tom Gibson, and Insurance Agent Dwight Van Lierop were also present.

The purpose of the meeting was an update of the PACES Affordable Housing Project and the proposed FY '16 – '17 Budget.

Affordable Housing update

Rick Haymond, PACES Development Associate, advised the Commission they are ready to start their project. All Impact Fees have been paid, and PACES will submit the documents needed for their Development Order this week. He thanked the Commission for their help in making this project a reality. Mr. Haymond introduced Allan Parauka, Royal America Construction (RAC) and Renee' Sandell, Chief Operating Officer and Development Director of the PACES Foundation.

Mr. Parauka shared that it appears there are a number of local sub-contractors that will be able to bid on the project. He stated RAC is ready to pick up their work permits for the project.

The Commissioners reiterated their concerns that local hires be used when possible rather than hire workers from outside the area.

FY '16 – '17 Budget

Mr. Anderson noted that since the last Workshop, Staff has worked to create a balanced budget and they have accomplished that task.

Insurance – The cap for individual health insurance, Option 2, will be \$693 per employee per month. If an employee wishes to keep the current policy, the employee will be required to pay an additional \$45 per month for the existing coverage. There will be an increase in the deductible of Option 2 as well as an increase in co-pays for doctor visits.

Matching Grant Funds – Add \$62,500 in BP Funds to cover potential Grant Matching Funds.

Consulting Expenses were reduced from \$20,000 to \$10,000.

Staffing Changes – Cut the new position in Water Distribution that included backfilling the Inmate Supervisor position with a Certified Correctional Officer. The savings would be utilized in the Recreation Department (\$5,000) and for Water System Improvements (\$41,000).

Non-Departmental

Mayor Patterson requested that the possibility of placing a well or a separate meter be addressed for the Humane Society. Their Sewer charges are high and most of the water is not going to the sewer as the water is used in washing animals. He also proposed that the following entities be given \$1,000 each for this year only: Gulf County Public Library, Life Management, and Early Childhood Coalition. These expenses would come from BP Funds and will be added to the Budget.

Commissioner Buzzett suggested that the water bills have a place for a voluntary charitable contribution and earmarked for charitable contributions. Mr. Gibson advised that the City cannot make charitable donations using taxpayers' money. However, the funds could be used on projects to benefit the community. This is to be on the next Agenda.

Mr. Anderson shared that the cost to the City for customers to use credit cards is increasing and suggested that a convenience fees for using credit cards may need to be considered in the near future. Staff will do a summary of expenses for the Commissioners to review.

Citizens to Be Heard

No one wished to address the Commission.

Commissioner Comments

Neither Commissioners Ashbrook, Buzzett, Lowry nor Thursbay had anything to discuss.

Mayor Patterson reminded the Commissioners of the North Port St. Joe Project Action Committee's Master Plan Update and Implementation meeting Saturday, August 27, 2016, from 11:00 A.M. until 3:00 P.M., at the Washington Improvement Group Building.

The next Budget Workshop will be on Tuesday, August 30, 2016, at Noon in the Ward Ridge Building.

Motion to Adjourn

A Motion was made by Commissioner Lowry, second by Commissioner Thursbay, to adjourn the Meeting at 12:45 P.M.

Approved this _____ day of _____ 2016.

James "Bo" Patterson, Mayor

Date

Charlotte M. Pierce, City Clerk

Date

**MINUTES OF THE WORKSHOP MEETING OF THE BOARD OF CITY
COMMISSIONERS FOR THE CITY OF PORT ST. JOE, FLORIDA, HELD AT
2775 Garrison Avenue, August 30, 2016, at 12 Noon.**

The following were present: Commissioners Ashbrook, Lowry, and Thursbay. City Manager Jim Anderson, City Clerk Charlotte Pierce, Chief of Police Matt Herring, Public Works Director John Grantland, and Financial Analyst Mike Lacour were also present. Mayor Patterson and Commissioner Buzzett were absent. Mayor Pro tem Thursbay chaired the meeting.

The purpose of the meeting was to discuss the proposed FY '16 – '17 Budget.

FY '16 – '17 Budget

Mr. Anderson noted that since the last Workshop, Staff has reviewed the requests from Commissioners, adjustments have been made, and the proposed FY '16 – '17 Budget remains balanced.

Non-Departmental

Commissioner Ashbrook asked that \$1,000 in BP Funds be allotted for the Chamber of Commerce. Funds will be repaid by donations on the water bills.

The Wastewater Treatment Plant will have to renew its license in the coming year and \$6,000 has been pulled from the Road Bond Project to cover the expense of licensing. This will leave \$1,525,000 in the Road Bond Project for Long Avenue.

Mayor Pro tem Thursbay requested that \$10,000 of BP money be earmarked for the Commissioners and Staff to attend training conferences in the coming fiscal year.

Mr. Anderson shared the budget is balanced and this has been accomplished without an increase in taxes. He noted that it will be a tight financial year and everyone will need to be very conscious of their spending. The Millage Rate will remain at 3.5914 for FY '16 – '17 based on the proposed budget.

Citizens to Be Heard

No one wished to address the Commission.

Commissioner Comments

None of the Commissioners had any comments.

The First Public Hearing for the FY '16 – '17 will be held on Wednesday, September 7, 2016, at 5:01 P.M. Budget in the Ward Ridge Building.

Motion to Adjourn

A Motion was made by Commissioner Lowry, second by Commissioner Thursbay, to adjourn the Meeting at 12:17 P.M.

Approved this _____ day of _____ 2016.

James "Bo" Patterson, Mayor

Date

Charlotte M. Pierce, City Clerk

Date

**MINUTES OF THE EMERGENCY MEETING OF THE BOARD OF CITY
COMMISSIONERS FOR THE CITY OF PORT ST. JOE, FLORIDA, HELD IN THE
COMMISSION CHAMBER AT 2775 GARRISON AVENUE, September 1, 2016
AT 12:30 P.M.**

The following were present: Mayor Patterson, Commissioners Ashbrook, Buzzett, Lowry, and Thursbay. City Manager Jim Anderson, City Clerk Charlotte Pierce, Attorney Tom Gibson, Chief of Police Matt Herring, Public Works Director John Grantland, and Financial Analyst Mike Lacour were also present.

AGENDA

The purpose of the Meeting was to discuss the possible impact of Tropical Storm Hermine, the preparedness of the City, and work status of essential employees.

City Manager, Jim Anderson, updated the Commissioner on the EOC Meeting earlier today. Consensus of the Board was for Mr. Anderson and Department Heads to make the determinations as to management of the situation.

A Motion to declare a State of Emergency for the City of Port St. Joe for TS Hermine, following the Gulf County Board of County Commissioner's Declaration yesterday, was made by Commissioner Thursbay and second by Commissioner Ashbrook. All in favor; Motion carried 5-0.

A Motion to authorize any and all essential employees to work overtime and to cover any emergency repairs needed was made by Commissioner Thursbay, second by Commissioner Ashbrook. Motion carried 5-0.

A Motion was made by Commissioner Thursbay, second by Commissioner Lowry, to allow Mayor Patterson and the City Manager to determine if the early dismissal of employees today is needed. This would apply to the employees that need to be home prior to the possibility of the winds picking up and the closing of bridges. Motion carried 5-0.

Unless otherwise instructed, all employees are to report to work tomorrow.

A Motion was made by Commissioner Lowry, second by Commissioner Ashbrook, to adjourn the meeting at 12:50 P.M.

Approved this _____ day of _____ 2016.

James "Bo" Patterson, Mayor

Date

Charlotte M. Pierce, City Clerk

Date

August 11, 2016

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

Project: Renovations and Repairs
Cape San Blas Lighthouse and Keepers Quarters
Port St. Joe, Florida

Dear Jim:

MLD Architects is pleased to submit this proposal to provide professional Architectural services for the historic Cape San Blas Lighthouse and Keepers Quarters Renovation and Repairs as outlined in Exhibit A attached. Our professional fees for this work are \$9,240.00 for basic services and \$760.00 for additional services for a total of \$10,000.00.

Please call me if you have any questions or comments concerning this proposal. Thank you for consideration of our firm for this very interesting project and the opportunity to be involved in the preservation of this unique building.

A handwritten signature in black ink, appearing to be 'J. J. Scott', with a long horizontal line extending to the right.

J. J. Scott, AIA, LEED AP BD+C
President/Principal Architect

Enc: - Exhibit A: Scope of Basic Services
- Exhibit B: Scope of Additional Services
- Exhibit C: Compensation and Proposed Payment Schedule
- Exhibit D: Proposed Schedule
- Exhibit E: Architectural Fee Proposal Spreadsheet

EXHIBIT A – BASIC SERVICES

A1. GENERAL

- a. Scope Evaluation to include renovations, siding repairs, window restoration, miscellaneous wood rot repair on trim, fascia, soffit, porch flooring, minor roof repairs, priming and painting the lighthouse, keeper's quarters and oil house. Work shall also include utility connections, installing HVAC system upgrades, installing ADA compliant restroom in Keeper's Quarters #2, and installing ADA access ramps and stairs to both keeper's quarters.
 - i. Field verification of existing conditions (2 trips– travel mileage and travel time included in additional services)

A2. CONSTRUCTION DOCUMENTS DEVELOPMENT PHASE

- a. Coordination
 - i. Coordinate architectural and engineering drawings and specifications.
- b. Architectural/Engineering Design
 - i. Evaluate/ Document existing conditions.
 - ii. Provide CAD drawings for design, contract documents.
 - iii. Non-technical and technical specifications for quality control of construction.
- c. Deliverables
 - i. The following submittals are included for the design phase:
 - 1. Schematic Design Submittal
 - 2. Design Development (50% Submittal)
 - 3. Contract Documents (100% submittal)
 - ii. At each phase three prints and an electronic copy of the submittal will be provided. Electronic format will be in portable document format (pdf). One set to be submitted by the City of Port St. Joe to the Division of Historical Resources for review at each design phase.

A3. EXCLUSIONS

- a. Permit fees
- b. Specialty Consultants not listed above
- c. Abatement Monitoring
- d. Signed and Sealed Drawings for Permitting

EXHIBIT B – ADDITIONAL SERVICES

A1. GENERAL

- a. Scope Evaluation to include renovations, siding repairs, window restoration, miscellaneous wood rot repair on trim, fascia, soffit, porch flooring, minor roof repairs, priming and painting the lighthouse, keeper's quarters and oil house. Work shall also include utility connections, installing HVAC system upgrades, installing ADA compliant restroom in Keepers Quarter's #2, and installing ADA access ramps and stairs to both keeper's quarters.
- b. Travel time, mileage, and per diem to field verify existing conditions (2 trips total - field verification, prebid, bid opening, preconstruction, site visits, substantial and final inspections, and two visits for our MEP consultants)

A2. EXCLUSIONS

- a. Permit fees
- b. Specialty Consultants not listed above
- c. Abatement monitoring
- d. Signed and Sealed Drawings for Permitting

EXHIBIT D – PROPOSED TENTATIVE SCHEDULE

Site Visit Field Verification	2 Weeks After DHR Contract Approval
Schematic Design	3 Weeks After Site Visit
Design Development (50%)	3 Weeks After Schematic Design Approval
Construction Documents (100%)	4 Weeks After Design Development Approval

*Dates subject to change due to various circumstances

EXHIBIT E – FEE PROPOSAL SPEADSHEET

August 11, 2016

FEE PROPOSAL

PROJECT: Renovations and Repairs
Cape San Blas Lighthouse and Keepers Quarters
Port St. Joe, Florida

SCOPE OF SERVICES: FIELD INVESTIGATION, PREPARATION OF CONSTRUCTION DOCUMENTS, BIDDING, CONSTRUCTION ADMINISTRATION, AND CLOSEOUT

DAILY RATE	Arch/Prin	Sr.Proj Mgr	Reg.Arch	Grad A	Arch/Des	Clerical
Programming	1				1	
Project Coordination / Administration	1				1	
Field Investigation (2 Trips)	4				4	
Code Research/ Investigation	1				1	
Schematic Design	1				2	
Design Development	1				2	
Construction Documents	1				5	
Specifications	2				2	
Document Review/ Coordination	2					

FEE SUMMARY	HR RATE	TOTAL PROJECT MAN HOURS					TOTALS
Architect / Principal	\$165.00	14.0					\$2,310
Sr. Registered Architect	\$125.00		0.0				\$0
Registered Architect	\$105.00			0.0			\$0
Graduate Architect/ Project Manager	\$85.00				0.0		\$0
Architect / Designer	\$80.00					18.0	\$1,440
Clerical Support	\$50.00						\$0
TOTAL LUMP SUM ARCHITECTURAL BASIC SERVICES							\$3,750

Engineering and Consulting Services							
Electrical Engineering Consultant						L.S.	\$2,000
Mechanical Engineering Consultant						L.S.	\$2,000
Plumbing Engineering Consultant						L.S.	\$1,000
Coordination and Administration	2					2	\$490
TOTAL LUMP SUM ENGINEERING BASIC SERVICES							\$5,490

TOTAL LUMP SUM A/E BASIC SERVICES **\$9,240**

Additional Services							
Travel Mileage, and Per Diem, 9 trips) * Travel Time Included Above							\$200
Print, Photo, Copy						N.T.E.	\$560
TOTAL ADDITIONAL SERVICES							\$760

GRAND TOTAL LUMP SUM ARCHITECTURAL SERVICES **\$10,000**

EMPLOYEE NAME		BOOTS	SHIRTS UNIFORM	SHIRTS UNIFORM	PANTS UNIFORM	COATS UNIFORM
POLICE DEPARTMENT		1 PAIR	5 SHORT	2 LONG	4 PANTS	1 COAT
PUBLIC WORKS						
GRANTLAND, JOHN	1.00	\$125	\$50	\$20	\$100	\$80
ROGERS, JIMMY	1.00	\$125	\$50	\$20	\$100	\$80
HILL, ISAIAH	1.00	\$125	\$50	\$20	\$100	\$80
McNAIR, ERIC L.	1.00	\$125	\$50	\$20	\$100	\$80
GRIFFIN, JIMMY O.	1.00	\$125	\$50	\$20	\$100	\$80
COLAZZO, DAVID P.	1.00	\$125	\$50	\$20	\$100	\$80
BAILEY, CEDRICK	1.00	\$125	\$50	\$20	\$100	\$80
PARKS & RECREATION						
BUCKINS, JOHNNY	1.00	\$125	\$50	\$20	\$100	\$80
HILLYER, CHARLES	1.00	\$125	\$50	\$20	\$100	\$80
MAINTENANCE SHOP						
VICKERS, THOMAS L.	1.00	\$125	\$50	\$20	\$100	\$80
WATER DISTRIBUTION						
DAVIS, TRENT	1.00	\$125	\$50	\$20	\$100	\$80
ROGERS, RAYMOND	1.00	\$125	\$50	\$20	\$100	\$80
SIMS, THOMAS JR	1.00	\$125	\$50	\$20	\$100	\$80
BYRD, MICHAEL	1.00	\$125	\$50	\$20	\$100	\$80
QUINN, DESMOND	1.00	\$125	\$50	\$20	\$100	\$80
WATER PLANT						
McCLAMMA, LARRY	1.00	\$125	\$50	\$20	\$100	\$80
RAY, CURTISS	1.00	\$125	\$50	\$20	\$100	\$80
BAILEY, JEFFREY A.	1.00	\$125	\$50	\$20	\$100	\$80
New Employee	1.00	\$125	\$50	\$20	\$100	\$80
GAY, JOHN	1.00	\$125	\$50	\$20	\$100	\$80
BURGE, TRAVIS	1.00	\$125	\$50	\$20	\$100	\$80
MACK, CHAD	1.00	\$125	\$50	\$20	\$100	\$80
PIERCE, JUSTIN	1.00	\$125	\$50	\$20	\$100	\$80
BUTLER, RAYFORD	1.00	\$125	\$50	\$20	\$100	\$80
WASTEWATER PLANT						
CUMBIE, ALBERT	1.00	\$125	\$50	\$20	\$100	\$80
LYLES, ROBERT	1.00	\$125	\$50	\$20	\$100	\$80
HARRIS, SIDNEY	1.00	\$125	\$50	\$20	\$100	\$80
GANNON, MATT	1.00	\$125	\$50	\$20	\$100	\$80
WATER/WASTE PLANT						
TODD, LYNN	1.00	\$125	\$50	\$20	\$100	\$80
PETTIS, BRIAN	1.00	\$125	\$50	\$20	\$100	\$80
TRASH COLLECTION						
New Employee	1.00	\$125	\$50	\$20	\$100	\$80
FORD, JOHN	1.00	\$125	\$50	\$20	\$100	\$80
SEWER COLLECTION						
WRIGHT, JOHN	1.00	\$125	\$50	\$20	\$100	\$80
MONROE, JAMES	1.00	\$125	\$50	\$20	\$100	\$80
MATHES, JASON	1.00	\$125	\$50	\$20	\$100	\$80
SHEPPARD, ALPHONSO	1.00	\$125	\$50	\$20	\$100	\$80
YOWELL, TONY	1.00	\$125	\$50	\$20	\$100	\$80
	37.00	\$4,625	\$1,848	\$739	\$3,699	\$2,960
			\$924	\$370	\$1,849	\$13,871

Current Annual Cost:
First Year Start up Cost
Second-Third-Fourth Year

\$18,480
\$13,871
\$7,768

Zimbra

janderson@psj.fl.gov

**DATE SENSITIVE: TRAFFIC SIGNAL MAINTENANCE AGREEMENT
AMENDMENT**

From : Tammy Melchi
<Tammy.Melchi@dot.state.fl.us>

Mon, Aug 08, 2016 04:20 PM

 3 attachments

Subject : DATE SENSITIVE: TRAFFIC SIGNAL
MAINTENANCE AGREEMENT
AMENDMENT

Cc : Kenneth Shiver
<Kenneth.Shiver@dot.state.fl.us>,
Cliff Johnson
<Cliff.Johnson@dot.state.fl.us>,
William Steverson
<William.Steverson@dot.state.fl.us>,
Harold Mac Watters"
<harold.watters@dot.state.fl.us>,
Brenda Ringer <Brenda@fteinc.net>

Traffic Signal Maintaining Agency Representatives:

Upon behalf of the Department of Transportation's Central Traffic Engineering and Operations Office in Tallahassee, the District Traffic Operations Office in Chipley is pleased to announce a new revision of the Traffic Signal Maintenance Agreement. It is anticipated that this amended agreement will be welcomed collectively by traffic signal maintaining agencies statewide as it clarifies the roles and responsibilities of both parties to the agreement, and actually lessens to a great extent the responsibilities of the local agencies.

The amended agreement is intended to institute a 'beginning of services date' retroactively coinciding with the beginning of the Department's current fiscal year (July 1, 2016). It is likely that all agencies will desire to take advantage of the more favorable terms and conditions of the new agreement as soon as possible, and a 60-day grace period has been established for execution during which the amended agreement will be made retroactive to the beginning of the fiscal year.

Upon review, approval, and execution by the governing body (i.e.: board, council, commission, etc.) for each agency, it is requested that two original copies of the agreement be returned to the District Traffic Operations Office (one of which will be returned to the agency upon final execution by the Department). In addition, please forward one original copy of the governing body's formal resolution or board approved meeting minutes.

In summary, the Department is asking your agency to execute the amended agreement within 60-days of receipt of this notice, and return two original copies along with a formal resolution or officially approved meeting minutes.

The District Traffic Operations Office sincerely appreciates your patience, assistance, and cooperation in this matter. Should additional discussion or information be necessary, please do not hesitate to contact me by email or phone: (850) 330-1269 or Kenny Shiver by email: Kenneth.Shiver@dot.state.fl.us or phone: 850-330-1589.

Respectfully,

Tammy Melchi
Traffic Regulation & Agreement Specialist
FDOT Traffic Operations Office
P.O. Box 607
Chipley, FL 32440
Office: 850-330-1269
Fax: 850-330-1273



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2 KB



Amendment Cover Page.pdf

6 KB



Amendment Attachment.pdf
555 KB

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE
AND COMPENSATION AGREEMENT**

CONTRACT NO. _____
FINANCIAL PROJECT NO. _____
F.E.I.D. NO. _____
AMENDMENT NO. _____

THIS AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT ("Amendment") is made and entered into on this [enter date] day of [enter month] [enter year], by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION ("Department"), an agency of the State of Florida, and (enter name of Maintaining Agency), ("Maintaining Agency").

RECITALS

WHEREAS, the Department and the Maintaining Agency on [enter date] entered into a Traffic Signal Maintenance and Compensation Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

All the terms and conditions of the Agreement are superseded and replaced in their entirety by the terms and conditions contained in Attachment "1", Revised Terms and Conditions for the Traffic Signal Maintenance and Compensation Agreement, attached to and incorporated into this Amendment.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment on the day, month and year set forth above.

_____, Florida
(Maintaining Agency)

By

(Authorized Signature)

Print/Type Name: _____

Title: _____

Attorney: _____ Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By

(Authorized Signature)

Print/Type Name: _____

Title: _____

Legal Review: _____

ATTACHMENT 1
REVISED TERMS AND CONDITIONS FOR THE
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

CONTRACT NO. _____
 FINANCIAL PROJECT NO. _____
 F.E.I.D. NO. _____

The following terms and conditions replace and supersede all the existing terms and conditions contained within the Traffic Signal and Maintenance Agreement:

- A. The Department is authorized under Section 335.055, Florida Statutes, to enter into this Agreement.
- B. The Maintaining Agency is authorized under _____ to enter into this Agreement and has authorized its undersigned representative to enter into and execute this Agreement on behalf of the Maintaining Agency.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, the sufficiency of which is acknowledged, the parties mutually agree and covenant as follows:

1. The term "Traffic Signals and Devices" is defined as follows: all traffic signals, interconnected and monitored traffic signals ("IMTS") (defined as signals that are interconnected with telecommunications and are monitored at a central location), traffic signal systems (defined as central computer, cameras, message signs, communications devices, interconnect / network, vehicle, bicycle & pedestrian detection devices, traffic signal hardware and software, preemption devices, and uninterruptible power supplies ("UPS")), control devices (defined as intersection control beacons, traffic warning beacons, illuminated street name signs, pedestrian flashing beacons (i.e., school zone flashing beacons, pedestrian crossing beacons, and Rectangular Rapid Flashing Beacons)), blank-out signs, travel time detectors, emergency/fire department signals, speed activated warning displays, and other types of traffic signals and devices specifically identified within Exhibit A, which are located on the State Highway System within the jurisdictional boundaries of the Maintaining Agency.

The Maintaining Agency shall be responsible for the maintenance and continuous operation of Traffic Signals and Devices ("Project"). The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operation of Traffic Signals and Devices upon completion of installation of each of the Traffic Signals and Devices.

2. The Department agrees to pay the Maintaining Agency an annual compensation amount based on the Department's fiscal year. The compensation amount consists of the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A, which is attached and incorporated into this Agreement. Compensation will also be made for costs incurred for the repair and/or replacement of damaged Traffic Signals and Devices as identified in Exhibit C, attached and incorporated into this Agreement. Payments by the Department will be made in accordance with Exhibit B. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the Traffic Signals and Devices, and shall undertake the maintenance and continuous operation of these Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any final acceptance of the installation by the Department, the Maintaining Agency will have the opportunity to inspect and request modifications or corrections to the installation(s) and the Department agrees to undertake those modifications or corrections prior to final acceptance so long as the modifications or corrections comply with the Agreement, signal plans, and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.
3. If Traffic Signals and Devices are damaged and the Maintaining Agency did not cause the damages, then the Department shall reimburse the Maintaining Agency for the actual costs incurred by the Maintaining Agency for repairs and/or replacement of Traffic Signals and Devices, once the following occurs:
 - a. The Department has approved a properly completed invoice for reimbursement that was provided to the Department outlining the details of the requested reimbursements; and
 - b. Evidence of the costs incurred were included as an attachment to the invoice.

Exhibit C sets forth additional conditions that apply when the Maintaining Agency seeks to obtain reimbursement for costs incurred for repair and/or replacement of damaged Traffic Signals and Devices. Exhibit C also serves as a form invoice that can be used by the Maintaining Agency. The Maintaining Agency shall obtain written approval from the Department regarding the appropriate method of repair and/or replacement of damaged Traffic Signals and Devices prior to performing repair and/or replacement work. If there is an immediate risk to public safety due to damaged Traffic Signals and Devices and the Maintaining Agency is unable to immediately obtain the Department's written approval regarding the method of repair and/or replacement, then the Maintaining Agency shall immediately repair and/or replace the Traffic Signals and Devices. The Maintaining Agency shall notify the Department within thirty (30) calendar days of becoming aware of any damage to Traffic Signals and Devices caused by third parties. The Department shall be responsible for pursuing reimbursement from individuals and/or the third parties

ATTACHMENT 1
REVISED TERMS AND CONDITIONS FOR THE
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

who cause damages and are liable for replacement and/or repair costs to Traffic Signals and Devices. If the Maintaining Agency causes damages to the Traffic Signals and Devices, then the Maintaining Agency shall repair and/or replace the Traffic Signals and Devices, and the Maintaining Agency shall be fully responsible for the cost of repair and/or replacement to the extent the damages were caused by the Maintaining Agency.

4. The Maintaining Agency shall maintain and operate the Traffic Signals and Devices in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended.
5. The Maintaining Agency's maintenance responsibilities include, but are not limited to, locates, preventive maintenance (periodic inspection, service, and routine repairs), restoration of services, and emergency maintenance (troubleshooting in the event of equipment malfunction, failure, or damage). Restoration of services may include temporary poles and/or signals, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log, as they occur, and include this as part of the annual report, highlighting the time it took to restore the normal service and number of times such events occurred.
6. Neither the Maintaining Agency nor the Department shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by a Force Majeure Event and provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

A "Force Majeure Event" means the occurrence of:

- (a) an act of war, hostilities, invasion, act of foreign enemies, riot, terrorism or civil disorder;
- (b) act of God (such as, but not limited to, fires, explosions, earthquakes, drought, hurricanes, storms, lightning, tornados, tidal waves, floods, extreme weather or environmental conditions, and other natural calamities);
- (c) or another event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence.

7. The Department intends to conduct a structural inspection of the mast arm structures every sixty (60) months. The inspection report will serve as ninety (90) days notification to the Maintaining Agency that deficiencies exist that require preventive maintenance. Preventive maintenance of the mast arm structures includes, but is not limited to, spot painting, cleaning, all wiring repair and replacement, graffiti removal, all signal related issues (including lighting, signs and connections), tightening of nuts, replacing missing or deficient bolts, replacement of missing cap covers or equivalent, replacement of missing or deficient access hole cover plates, repairing improper grounding, and repainting any painted mast arms installed after April 30, 2015. If the preventive maintenance is not carried out after the expiration of the 90-day notice given to the Maintaining Agency, the Department shall withhold 8.33% up to a maximum of 25% of the total annual compensation amount under this Agreement for the affected signal locations each month.
8. Any and all work performed by the Maintaining Agency must conform to the current Department Standard Specifications for Road and Bridge Construction as applicable. Mast arms that the Department determines to be at the end of their useful life cycle will be replaced by the Department so long as documented preventive maintenance was satisfactorily performed by the Maintaining Agency. In the case of a total paint failure, as determined by the Department, on a mast arm installed prior to April 30, 2015, the Department may repaint or replace with a galvanized mast arm. The aforementioned requirement does not apply to any mast arm that was installed under a separate mast arm paint finish agreement; in such case, the terms of that agreement shall govern.
9. The Maintaining Agency may remove any component of the installed equipment for repair or testing; however, it shall only make permanent modifications or equipment replacements and only if the equipment provided is capable of performing at minimum the same functions as the equipment being replaced. The Department shall not make any modifications or equipment replacements without prior written notice to and consultation with the Maintaining Agency.
10. The Maintaining Agency shall implement and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, special provisions, Department re-timing projects, and the Department's Traffic Engineering Manual. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals and flash times (where applicable). Signal Systems timings (cycle length, split, offsets) are considered operational changes and may be changed by the Maintaining Agency to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall make available a copy of the timings to the Department upon request. The Department reserves the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing or phasing, implementation of such modifications will be coordinated with, or made by, the Maintaining Agency. All signal timing and phasing records shall be retained by the Maintaining Agency for at least three (3) years, and will be made available to the Department upon request.

ATTACHMENT 1

REVISED TERMS AND CONDITIONS FOR THE
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

11. The Maintaining Agency shall note in the maintenance log any changes in timings and phasings, and keep a copy of the timings and phasings, and any approval documentation in a file. A copy of the log shall be provided to the Department upon request. Maintaining Agencies may provide this information electronically.
12. The Maintaining Agency and the Department shall update Exhibit A on an annual basis through an amendment of this Agreement. The Maintaining Agency designates _____ as its authorized representative(s), who is delegated the authority to execute any and all amendments to Exhibit A of this Agreement on behalf of the Maintaining Agency. Exhibit A contains a list of Traffic Signals and Devices that identifies their location and type. No changes or modifications may be made to Exhibit A during the Department's fiscal year for compensation. Traffic Signals and Devices added by the Department during its fiscal year must be maintained and operated by the Maintaining Agency upon the Department's final acceptance of installation of the new Traffic Signals and Devices. The Maintaining Agency and the Department shall amend Exhibit A prior to the start of each new fiscal year of the Department to reflect the addition or removal of Traffic Signals and Devices. The Maintaining Agency will begin receiving compensation for new Traffic Signals and Devices that were added to Exhibit A by amendment of this Agreement in the Department's fiscal year occurring after the Traffic Signals and Devices are installed and final acceptance of such installation is given by the Department. In the event that no change has been made to the previous year's Exhibit A, a certification from the Maintaining Agency shall be provided to the Department certifying that no change has been made to Exhibit A in the Department's previous fiscal year. The annual compensation will be a lump sum payment (***minus any retainage or forfeiture***) as set forth in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as set forth in Exhibit B, attached to and incorporated in this Agreement. Some of the Traffic Signals and Devices may not be listed in Exhibit A because the cost of operating and maintaining such devices is relatively small. The Department has factored in these costs and the compensation provided through this Agreement also covers the cost of operation and maintenance for Traffic Signals and Devices that are not listed in Exhibit A.
13. Payment will be made in accordance with Section 215.422, Florida Statutes.
14. There shall be no reimbursement for travel expenses under this Agreement.
15. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
16. The Maintaining Agency should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
17. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
18. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors or vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
19. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Maintaining Agency's general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
20. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Maintaining Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
21. The Maintaining Agency must submit the final invoice on the Project to the Department within 120 days after termination of the Agreement. Invoices submitted after the 120-day time period may not be paid.
22. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

ATTACHMENT 1**REVISED TERMS AND CONDITIONS FOR THE
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

23. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit B for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Maintaining Agency, in writing, when funds are available.
24. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.
25. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
26. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Maintaining Agency.
27. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
28. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.
29. The Maintaining Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
30. The Maintaining Agency may be subject to inspections of Traffic Signals and Devices by the Department. Such findings will be shared with the Maintaining Agency and will be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department has the option of (a) notifying the Maintaining Agency of the deficiency with a requirement that it be corrected within a specified time, otherwise the Department shall deduct payment, suspend funds, or terminate funds for any deficient maintenance of Traffic Signals and Devices that has not been corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any deduction in payment, suspension of funds, or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.
31. The Department shall monitor the performance of the Maintaining Agency in the fulfillment of its responsibilities under the Agreement. The Maintaining Agency shall submit an annual Report prior to June 30 of each year detailing the following:
 - a. Critical Detection device malfunctions: Critical Detection devices include the detectors on side-streets and in left turn lanes on the main streets, and all pedestrian/bicycle detectors. Repairs to the side-street and main street left turn detectors shall be made within ninety (90) days and pedestrian detectors within seventy-two (72) hours of discovery. The Maintaining Agency shall ensure that 90% of all Critical Detection devices system wide are operating at all times. At any time the level drops below 90%, the Maintaining Agency shall notify the Department and correct the situation within a time frame determined in the sole discretion of the Department. Discovery and correction dates for Critical

ATTACHMENT 1**REVISED TERMS AND CONDITIONS FOR THE
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

Detection device malfunction shall be logged into the annual report. If the repairs cannot be performed within stipulated times, the agency shall document the reason(s) why in the annual report. When the 90% Critical Detection device requirement is (are) not met, a 10% retainage of the total annual compensation amount (as shown in Exhibit B) for the affected Critical Detection device location(s) each month will be withheld after the 90-day period.

- b. Traffic signal preventive maintenance inspections: Traffic signals shall receive a comprehensive preventive maintenance inspection on at least 50% of all traffic signals annually, alternating the remaining 50% the following year. Preventive maintenance inspection shall include verification that all detection is working, the traffic signal is cycling properly, the ventilation system is functioning and filters are clean. Basic traffic cabinet maintenance shall also verify power feed voltages, verify that the vehicle and pedestrian indications are functioning properly, test the effective functioning of pedestrian push buttons, and check hinges and door locks. At least one (1) conflict monitor test shall be performed on 50% of traffic signals annually, alternating the remaining 50% the following year. Each test is to be documented and included in the annual report to the Department. The inspection report shall note the location, date of inspection, and any items noted. If 50% of the traffic signals do not receive at least one (1) comprehensive preventive maintenance inspection during a twelve (12) month period, there shall be a 20% retainage of the annual compensation amount for the affected traffic signal locations until the preventive maintenance inspection is made. If not performed within the state's fiscal year, the 20% retainage of the annual compensation amount for the affected traffic signal locations will be forfeited.
 - c. For any traffic signals that are interconnected with telecommunications and their real-time operation is electronically monitored via software by personnel at a central location and are therefore receiving the higher compensation amount as described in Exhibit B, the name(s) and title(s) of those monitoring those intersections, and the location of the central monitoring facility(ies), are to be documented and contained in the annual report submitted to the Department.
32. The Maintaining Agency may enter into agreements with other parties pertaining to Traffic Signals and Devices including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of Traffic Signals and Devices on the State Highway System, provided that such Agreements are consistent with the mutual covenants contained in this Agreement. The Maintaining Agency shall furnish a copy of such agreements to the Department.
 33. This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without prior written consent of the Department.
 34. The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 119, Florida Statutes, and made or received by the Maintaining Agency in conjunction with this Agreement. Failure by the Maintaining Agency to grant such public access will be grounds for immediate unilateral cancellation of this Agreement.
 35. At no additional cost to the Department, the Maintaining Agency shall provide the Department access to all traffic signal data available from the firmware of the traffic signal controllers and other devices covered under this Agreement. The Maintaining Agency shall include the Department as a party to all traffic signal firmware/software related agreements that the Maintaining Agency enters into with other parties.
 36. This Agreement is governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement does not affect the remaining provisions and portions hereof. Any failure to enforce or election on the part of the Department to not enforce any provision of this Agreement does not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.
 37. In no event shall the making by the Department of any payment to the Maintaining Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Maintaining Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
 38. The term of this Agreement is twenty (20) years from the date of execution of the Agreement; provided that either party may cancel this Agreement prior to the expiration of the term of this Agreement. A minimum notice period of two (2) years plus the remaining months of the Department's fiscal year shall be provided to the other party in writing. Should the Maintaining Agency provide its written notice of cancellation to the Department, the notice shall be endorsed by the elected body (County Commission, City Council, or local agency governing body) under which the Agency operates.
 39. Any Project funds made available by the Department which are determined by the Department to have been expended in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Maintaining Agency files shall not constitute a waiver of the Department's rights and Department has the right to verify all information at a

ATTACHMENT 1**REVISED TERMS AND CONDITIONS FOR THE
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

later date by audit or investigation. Within thirty (30) days of the termination of this Agreement, the Maintaining Agency shall refund to the Department any balance of unobligated funds which were advanced or paid to the Maintaining Agency. In the event the Maintaining Agency fails to perform or honor the requirements and provisions this Agreement, the Maintaining Agency shall return funds in accordance with this paragraph within thirty (30) days of termination of the Agreement.

40. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties, except any specific separate Agreements covering painted mast arm maintenance or any other aspect related to the painting of mast arms.
41. The Department reserves the right to remove select critical corridors or critical intersections from the Maintaining Agency's obligation under this Agreement. The remaining intersections and corridors would continue to be covered under this Agreement. The Department will provide a minimum of one year notice prior to take-over of maintenance of critical corridors or critical intersections.
42. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
43. The Department agrees that the Maintaining Agency must comply with State law regarding appropriations and budgets. This Agreement shall not be interpreted to conflict with State law applicable to the Maintaining Agency.
44. The Maintaining Agency shall:
 - a. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Maintaining Agency during the term of the Agreement; and
 - b. expressly require any contractors and subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
45. Unless authorized by law and agreed to in writing by the Department, the Department will not be liable to pay attorney fees, interest, or cost of collection.
46. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
47. Exhibits A, B, and C are attached and incorporated into this Agreement.
48. This Agreement contains all the terms and conditions agreed upon by the parties.

Reimbursement for Maintenance and Operation

Compensation for Maintaining Traffic Signals and Devices for FY

Effective Date: from _____ to _____

[illegible]

*Amount paid shall be the Total Lump Sum ~~minus any~~ *minus any damage or forfeiture*).

I certify that the above Traffic Signals and Devices will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of \$ _____.

Maintaining Agency

Date _____

District Traffic Operations Engineer

Date _____

ATTACHMENT 1

REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL
MAINTENANCE AND COMPENSATION AGREEMENT

EXHIBIT B

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and method by which payments will be made.

2.0 COMPENSATION FOR MAINTENANCE AND OPERATION

For the satisfactory completion of all services related to maintenance and operation detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum (**minus any retainage or forfeiture**) in Exhibit A. The Maintaining Agency will receive one lump sum payment (**minus any retainage or forfeiture**) at the end of each fiscal year for satisfactory completion of service.

Beginning in the fiscal year 2016-17, for traffic signals that are not interconnected with telecommunications and are not monitored at a central location, the compensation amount shall be \$3,131. The compensation amount for traffic signals that are interconnected with telecommunications and are monitored at a central location shall be \$4,500 per signal location. These differential compensation amounts shall be in effect beginning July 1, 2016. The Table below shows the compensation amount for the various devices for fiscal years 2015-16 and 2016-17, and beyond.

Total Lump Sum (**minus any retainage or forfeiture**) Amount for each fiscal year is calculated by adding all of the individual intersection amounts.

Pedestrian Flashing Beacon: includes school zone beacons, pedestrian crossing beacons, and rectangular rapid flashing beacons (RRFB). School zones, crosswalks and warning sign locations shall be paid at a unit rate regardless of the number of individual beacons or poles.

Unit Compensation Rates per Intersection on the State Highway System

FY	Traffic Signal s (TS)	Traffic Signal - Interconnect ed & monitored (IMTS)	Intersecti on Control Beacon (ICB)	Pedestria n Flashing Beacon (PFB)	Emergen cy Fire Dept. Signal (FDS)	Speed Activate d Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warni ng Beaco n (TWB)	Travel Time Detect or	Uninterrupti ble Power Supplies (UPS)
2014-15*	\$ 2,951		\$738	\$295	\$738	\$148	\$148		
2015-16	3,040		760	608	1,064	304	304		
2016-17	3,131	4,500	783	626	1,096	313	313	100	100
2017-18	Based on the Consumer Price Index (CPI), the 2016-17 compensation amounts will be revised upwards.								
2018-19	Based on the CPI, the 2017-18 compensation amounts will be revised upwards.								
2019-20	Based on the CPI, the 2018-19 compensation amounts will be revised upwards.								

*Compensation pro-rata based on intersection approaches or legs on State Highway System.

Based on the Consumer Price Index (CPI), the Unit Rate for the following fiscal year will be adjusted accordingly, unless otherwise specified in an amendment to this Agreement. However, if CPI is negative, there shall be no reduction from the previous year's compensation.

3.0 COMPENSATION FOR REPAIR AND/OR REPLACEMENT OF DAMAGED TRAFFIC SIGNALS AND DEVICES

For the satisfactory completion of all services related to repair and/or replacement of damaged Traffic Signals and Devices detailed in this Agreement, the Department will pay the Maintaining Agency a Lump Sum amount of the actual costs incurred for the replacement and/or repair of the damaged Traffic Signals and Devices as set forth in the invoice submitted to the Department. The invoice for the costs incurred for the replacement and/or repair of

ATTACHMENT 1**REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL
MAINTENANCE AND COMPENSATION AGREEMENT**

damaged Traffic Signals and Devices shall contain the information required in Exhibit C and any other additional information requested by the Department to justify the costs incurred. The reimbursement amount is subject to approval by the Department.

4.0 PAYMENT PROCESSING

For regular maintenance costs, the Maintaining Agency shall invoice the Department in a format acceptable to the Department, on an annual basis for the reimbursement costs incurred by the Maintaining Agency for the previous year prior to June 30th of each year. For example, the Maintaining Agency shall submit its invoice for the previous year beginning July 1, 2015 through June 30, 2016 no later than June 30, 2016.

For costs incurred for repair and/or replacement of damaged Traffic Signals and Devices, applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The Maintaining Agency shall submit invoices for repair and/or replacement costs due to damaged Traffic Signals and Devices at least on an annual basis but the Maintaining Agency may also submit such invoices to the Department on a quarterly basis.

ATTACHMENT 1**REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL
MAINTENANCE AND COMPENSATION AGREEMENT****EXHIBIT C****Reimbursement for Replacement and/or Repair of
Damaged Traffic Signals and Devices**

The Department will reimburse the Maintaining Agency a Lump Sum amount for costs incurred for the replacement and/or repair of Traffic Signals and Devices damaged as a result of third parties or as a result of other causes that were not caused by the Maintaining Agency.

The Maintaining Agency is not required to provide a police report in situations where damage is caused to Traffic Signals and Devices by a Force Majeure Event or as a result of other causes beyond the control of the Maintaining Agency that do not necessarily prevent performance, which includes but is not limited to: storms, winds, lightning, flooding and other natural and weather related causes. The Maintaining Agency must provide a police report in all situations where a traffic accident, theft, or vandalism causes damage to Traffic Signals and Devices to the extent the Maintaining Agency has the ability and opportunity to obtain a police report.

Applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The following information shall be provided by the Maintaining Agency to be eligible for the reimbursement payment:

Date and Time of Accident/Incident:	
Location of Accident/Incident:	
Provide Police Report (if applicable) and the Following Information:	
<ol style="list-style-type: none"> 1. Attach pictures of damaged traffic signals and devices. 2. Attach invoices or receipt of equipment purchased to replace damaged components. 3. Attach detailed documentation of labor costs associated with replacing and/or repairing damaged components, including dates of performance and completion of the work. 	
Contract No.: _____	
Project No.: _____	
Total Lump Sum Reimbursement Amount	\$

The Maintaining Agency hereby certifies that it has replaced and repaired all the Traffic Signals and Devices at the location or signalized intersection referenced above. Henceforth, this document is the Maintaining Agency's request for reimbursement to the Department for the services of restoring the Traffic Signals and Devices to their original operating condition.

The Parties agree to the Total Lump Sum Reimbursement Amount set forth above.

Maintaining Agency Date

District Traffic Operations Engineer Date



August 25, 2016

Mr. Jim Anderson
City Manager
City of Port St Joe
305 Cecil G. Costin Sr. Blvd.
Port St. Joe, FL 32456

RE: Payment of ERC Fees

Dear Mr. Anderson,

In accordance with Section 10(a) of the Construction Agreement between The St Joe Company and the City of Port St Joe, dated May 19, 2008, the St Joe Company is requesting payment for half of the Capital Facility Charge paid by new sewer system users. Based on records provided to us by the City, as of April 25, 2014, the total amount of sewer impact fees collected by the City for new users to the system totaled \$147,760. St Joe kindly requests the City submit payment in the amount of \$73,880 along with an update record of additional fees collected for new users from April 25, 2014 to August 1, 2016. Payment may be made to:

The St Joe Company
133 S. WaterSound Parkway
WaterSound, FL 32461
Attn: Linda DeWitt

If you have any questions please do not hesitate to contact us at 850-402-5148.

Sincerely,

Abraham A Prado
Director Development

Cc: File
Linda DeWitt, *The St Joe Company via e-mail*
Bridget Precise, *The St Joe Company via e-mail*

DRAFT

September 7, 2016

Mr. Abraham A. Prado
Director of Development
133 S. WaterSound Parkway
WaterSound, FL 32461

Re: Payment of Impact Fees

Dear Mr. Prado:

DRAFT

The City of Port St. is in receipt of your letter dated August 25, 2016 in reference to the payment of Impact Fees. The City has reviewed its records and collected \$242,565.60 in Impact Fees in accordance with the agreement since May 8, 2008 of which 50% is due to the Joe Co. in the amount of \$121,282.80. Our records also indicate that we don't have proof of payment for the attached Ex. (A) Impact Fees and Tap fees. Please let us know if you would like this amount reduced from the Impact Fee Payment or a reduction in your current balance of Sewer Connections. If you have any questions, let me know.

Sincerely,

Jim Anderson
City Manager

DRAFT

DRAFT

**Units with Active Accounts without confirmation of Payment
of Impact fees and Tap Fees**

Phase I (Impact and Tap Fees)

203,206,309,317,403,436,519,523,101 Windmark Way

415 Windmark Way Commercial 2"

108 Tall Pines Lane

206, 215,216,217 Signal Lane

111 Tower Lane

DRAFT

Phase II (Tap fee only)

111, 103, 105, 107 & 109 Washboard

607 Front St.

102 Wet Feet

103 Pin Wheel

106 Golden Ct.

614 Tidewater

Commercial

14-2" Meters at Windmark Phase II

DRAFT

DRAFT

2-4" Meters at the Hospital

Summary:

Residential Taps- $25 \times \$800 = \$20,000$

Commercial Taps- $17 \times \$800 = 13,600$

Total Tap Fees Due \$33,600 for units activated on or before 2/19/10 in both Phase I and II.

DRAFT

Residential Sewer Impact Fees Phase I $15 \times \$2,270 = \$34,050$

Commercial 2" Sewer Impact Fee Phase I $1 \times \$6,810 = \$6,810$

Residential Water Impact Fees Phase I $15 \times \$1,435 = \$21,525$

Commercial Sewer Impact Fees Phase I $1 \times \$4,305 = \$4,305$

Total Impact Fees Due \$66,690

Total Outstanding Balance: \$100,290

DRAFT

TO PORT ST JOE

CITY COUNCIL

TO THE CITY OFFICIALS I AM WILLIAM VAN DER TULIP SCOUT MASTER FOR OUR LOCAL BOY SCOUT TROOP 347, I AM WRITING THIS LETTER ON BEHALF OF THE BOYS WITH A REQUEST OF THE CENTENNIAL BUILDINGS RENTAL CHARGE TO BE WAIVED FOR OUR TROOP.

I AM SURE YOU ALL ARE AWARE OF THE MAJOR TASK THIS YOUNG TROOP HAS TAKEN ON AND FOR THOSE WHO DO NOT LET ME BRIEF YOU WITH SOME INFORMATION. OUR TROOP HAS DECIDED TO SEND A PORT ST JOE CONTINGENT TO THE NATIONAL JAMBOREE FOR THE FIRST TIME IN ABOUT 60 YEARS AND OUR BOYS ARE WORKING EXTREMELY HARD TO EARN THE \$20,000 NEEDED TO ATTEND THIS 17 DAY EVENT.

WE WOULD LIKE TO HOLD A FISH DINNER WITH AN AUCTION ON DEC. 3, BUT WE NEED EVERY PENNY WE CAN GET TO SEND THESE YOUNG MEN ON A TRIP OF A LIFE TIME. SO IF THERE IS ANY WAY POSSIBLE TO WAIVE THIS FEE IT WOULD HELP THEIR CAUSE AND BE GREATLY APPRECIATED.

THANK YOU FOR YOUR TIME ON THIS MATTER.

YOURS IN SCOUTING

A handwritten signature in dark ink, appearing to read 'Wm Van Der Tulip', followed by the letters 'PSM' in a larger, stylized script.

WILLIAM VAN DER TULIP

SCOUT MASTER T-347

COPY

AGREEMENT FOR TEMPORARY USE OF CENTENNIAL BUILDING
CITY OF PORT ST. JOE, FLORIDA

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

Port St Joe Troop 347

ADDRESS: 2368 Oak Grove Rd

Port St. Joe FL 32456
CITY STATE ZIP

TELEPHONE 850 247 9091 DATE(S) REQUESTED December 3, 2016

TYPE OF ACTIVITY Fish Fry and Auction Fundraiser

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 Centennial Building 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. 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. In the event that User's use of the premises includes a performance or performances which might be subject to a license fee payable to any

organization such as ASCAP or BMI, User shall be responsible for such fee and will indemnify and hold City harmless in the event that any such fee is assessed against City.

3. **Payment of Charges:**

- A. All payments must be made by check or money order payable to the City of Port St. Joe.
- B. All payments will be delivered to the City as of the date of the execution of this Agreement.
- D. Attached hereto as Exhibit "A" is the fee schedule for use of these City facilities.

4. **The Following Regulations shall be followed:**

- A. Activities will not be permitted between 12:00 a.m. (midnight) and 6:00 a.m. without prior permission from the Commission.
- B. The City equipment will not be taken from the premises under any conditions and in the event any equipment is found missing, User is responsible for its replacement cost.

5. **Deposit Guidelines**

- Deposits will be cashed immediately and a refund check will be issued once the following items have been addressed after the rental date(s).
 - 1. All lights were turned off after the event
 - 2. All AC/Heating units were turned off after the event
 - 3. All trash and decorations have been removed after the event
 - 4. The premises have been secured after the event
 - 5. No damage to the property

6. **Acknowledgment:**

- A. This agreement will not be binding upon the City until occupied and approved by the City Commissioners.
- B. It is understood that the City, as used herein, shall include the employees, administrators, agents, and City Commissioners.
- C. I (person requesting permit) William Van Der Tulip, a citizen of the State of Florida and of the United States of America, do hereby solemnly swear or affirm that I am not a member of an organization or party which believes in or teaches, directly or indirectly, the overthrow of the Government of the United States or of Florida by force or violence. Furthermore, the organization that I represent subscribes to the above statements of loyalty.

FOR CITY OF PORT ST. JOE:

FOR USER:

Approving Authority
Date: _____

William Van Der Tulip
Signature
Scoutmaster
Title

Boy Scout Troop 347
Organization
8/29/16
Date



St. Joseph Bay Humane Society

1007 Tenth St.
Port St. Joe, FL 32456
850-227-1103 phone
850-227-1191 fax
www.SJBHumaneSociety.org

August 24, 2016

City of Port St Joe

Melody B. Townsend

Shelter Director

Townsend.hsdirector@gmail.com

850-247-9476 mobile

Dear Mr. Mayor and City Commissioners,

The St Joseph Bay Humane Society will be conducting our "Bow Wow Bash" fund raising event on October 29, 2016. This event is one of the primary sources for our annual operating funds. We are a not for profit cooperation, and our mission to provide animal control and shelter as well as spay and neuter services. We would like to request the use of the Centennial Building, at no cost, to lower the cost of this event. This event is focused in the City of Port St Joe and Gulf County.

We would like to request the use of the Centennial Building and for the City to waive the standard fee.

Thank you for your consideration in this matter and your continued support.

Judy Miick

Co-Director of DAWGS in Prison
St. Joseph Bay Humane Society

FSC 509 (a) (1)

Section 501 (c) (3)

EIN 59-3487791

Registration# CH14164

"A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM CONSUMER SERVICES BY CALLING (800-435-7352) WITHIN THE STATE. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE."

AGREEMENT FOR TEMPORARY USE OF CENTENNIAL BUILDING
CITY OF PORT ST. JOE, FLORIDA

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

St Joseph Bay Humane Society - Bow Wow Bash

ADDRESS: 1007 10 Street

P S J
CITY

FL
STATE

32456
ZIP

TELEPHONE 850-899-3010 DATE(S) REQUESTED Oct 29, 2016

TYPE OF ACTIVITY Bow Wow Bash
Masquerade Party - Fund Raiser

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 Centennial Building 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. 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. In the event that User's use of the premises includes a performance or performances which might be subject to a license fee payable to any

organization such as ASCAP or BMI, User shall be responsible for such fee and will indemnify and hold City harmless in the event that any such fee is assessed against City.

3. **Payment of Charges:**

- A. All payments must be made by check or money order payable to the City of Port St. Joe.
- B. All payments will be delivered to the City as of the date of the execution of this Agreement.
- D. Attached hereto as Exhibit "A" is the fee schedule for use of these City facilities.

4. **The Following Regulations shall be followed:**

- A. Activities will not be permitted between 12:00 a.m. (midnight) and 6:00 a.m. without prior permission from the Commission.
- B. The City equipment will not be taken from the premises under any conditions and in the event any equipment is found missing, User is responsible for its replacement cost.

5. **Deposit Guidelines**

- Deposits will be cashed immediately and a refund check will be issued once the following items have been addressed after the rental date(s).
 - 1. All lights were turned off after the event
 - 2. All AC/Heating units were turned off after the event
 - 3. All trash and decorations have been removed after the event
 - 4. The premises have been secured after the event
 - 5. No damage to the property

6. **Acknowledgment:**

- A. This agreement will not be binding upon the City until occupied and approved by the City Commissioners.
- B. It is understood that the City, as used herein, shall include the employees, administrators, agents, and City Commissioners.
- C. I (person requesting permit) Judy Mick, a citizen of the State of Florida and of the United States of America, do hereby solemnly swear or affirm that I am not a member of an organization or party which believes in or teaches, directly or indirectly, the overthrow of the Government of the United States or of Florida by force or violence. Furthermore, the organization that I represent subscribes to the above statements of loyalty.

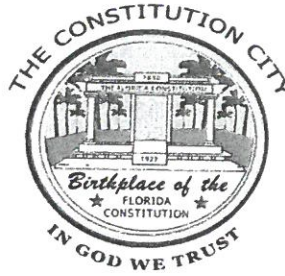
FOR CITY OF PORT ST. JOE:

FOR USER:

Approving Authority

Date: _____

Judy Mick
Signature
Co-Director - DAWGS
Title
IN Prison
St Joseph Bay Humane Society
Organization
8/24, 2016
Date



Post Office Box 278 * Phone (850) 229-8261
Port St. Joe, Florida 32457

City of Port St. Joe
Alcohol Permit in Accordance with Ord. 464

Applicant Name: St Joseph Bay Humane Society Inc
Address: P.O. Box 861 PSJ FL 32456
Contact Person: Judy Miick
Telephone #: 850-899-3010
Event Date & Location: Oct 29, 2016 Centennial Bld.
Estimated # of participants: 300

Required documents:

1. Proof of insurance in a form and underwritten by an insurance company in the amount of at least \$1,000,000 identifying the City an additional insured.
2. State of Florida Beverage License

I Judy Miick, have also received and understand the requirements under Ordinance #464 as well as State and Local Laws pertaining to Alcohol.

Judy Miick
Applicants Signature

8/24, 2016
Date

Approval:

Approving Authority

Date

IS ALCOHOL BEING PROVIDED AT THIS EVENT ☒ YES ☐ NO

IF YES, WHO IS THE PROVIDER? St Joseph Bay Humane Society



Consumer's Certificate of Exemption

DR-14
R. 04/11

Issued Pursuant to Chapter 212, Florida Statutes

85-8012632326C-6	02/28/2014	02/28/2019	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

ST JOSEPH BAY HUMANE SOCIETY INC
1007 10TH ST
PORT ST JOE FL 32456-1637

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 04/11

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

*Victory Temple
First Born Holiness Church, Inc.
P.O. Box 507
Port St. Joe, FL 32457
(850) 227-3559
August 11, 2016*

*City of Port St. Joe
Board of County Commissioners
Port St. Joe, FL 32456*

Dear Sir/Madam,

Greetings In The Name of Our Lord and Savior, Jesus Christ. This letter comes to you in request of having the fees waived/reduced for the use of our Upcoming event @ Washington Recreation Center (David Jones Gym) on November 26, 2016. We will be hosting a Church Service/Retirement Celebration/Dinner on that date for one of our church members.

We are a Tax exempt, non-profit organization 501(c) 3. Attached is a copy of our Tax exempt status.

*If you have any question, please do not hesitate to contact me,
Pastor Charles Gathers @ (850) 227-4760.*

Yours For The Cause of Christ,



*Elder Charles Gathers, Pastor
Elder Willie Ash, Jr. Asst. Pastor*

Iris (Bolden) Gathers, Church Secretary



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 04/11

85-8012660609C-1	04/30/2013	04/30/2018	RELIGIOUS-PHYSICAL PLACE
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

VICTORY TEMPLE FIRST BORN HOLINESS
CHURCH INC
315 MARTIN LUTHER KING BLVD
PORT SAINT JOE FL 32456-1572

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

Important Information for Exempt Organizations

DR-14
R. 04/11

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your Consumer's Certificate of Exemption is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

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:)

Victory Temple First Born Holiness Church, Inc.

ADDRESS: PO Box 507

Port St Joe

FL

32457

CITY

STATE

ZIP

TELEPHONE (850) 229-4760

DATE(S) REQUESTED Nov. 26, 2016

TYPE OF ACTIVITY Church Service/Retirement Celebration/Dinner

RENTAL FEE AMOUNT: \$100.00

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. In the event that User's use of the premises includes a performance or performances which might be subject to a license fee payable to

any organization such as ASCAP or BMI, User shall be responsible for such fee and will indemnify and hold City harmless in the event that any such fee is assessed against City.

- F. City may inspect the facility before and after the dates of the activities described herein using the forms attached hereto as Exhibit "B". User shall be responsible for any and all damage identified pursuant to said inspections.

3. **Payment of Charges:**

- A. All payments must be made by check or money order payable to the City of Port St. Joe.
- B. All payments will be delivered to the City as of the date of the execution of this Agreement.
- D. Attached hereto as Exhibit "A" is the fee schedule for use of these City facilities.

4. **The Following Regulations shall be followed:**

- A. Activities will not be permitted between 12:00 a.m. (midnight) and 6:00 a.m. without prior permission from the Commission.
- B. The City equipment will not be taken from the premises under any conditions and in the event any equipment is found missing, User is responsible for its replacement cost.
- C. A separate permit is required for possession, consumption and sale of alcoholic beverages on City owned property in accordance with Ordinance 464.

5. **Deposit Guidelines**

- Deposits will be cashed immediately and a refund check will be issued once the following items have been addressed after the rental date(s).
 1. All lights were turned off after the event
 2. All AC/Heating units were turned off after the event
 3. All trash and decorations have been removed after the event
 4. The premises have been secured after the event
 5. No damage to the property

6. **Acknowledgment:**

- A. This agreement will not be binding upon the City until occupied and approved by the City Commissioners.
- B. It is understood that the City, as used herein, shall include the employees, administrators, agents, and City Commissioners.
- C. I (person requesting permit) Jos Galters, a citizen of the State of Florida and of the United States of America, do hereby solemnly swear or affirm that I am not a member of an organization or party which believes in or teaches, directly or indirectly, the overthrow of the Government of the United States or of Florida by force or violence. Furthermore, the organization that I represent subscribes to the above statements of loyalty.

FOR CITY OF PORT ST. JOE:

Approving Authority
Date: _____

FOR USER:

Jos Galters
Signature
Church Secretary
Title
Victory Temple FBH Church,
Organization
Inc.

RFP # 2016-06
Wastewater Treatment Plant Disc Filtration Pump
August ~~19~~²⁶, 2016
3:05 P.M.
City Commission Conference Room

VENDOR	BID AMOUNT
Rowe Drilling Co.	18,540
Morrow Water Technologies	14,514
DRAGPump	44,750