

February 7, 2017

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 February 7, 2017

Call to Order

Consent Agenda

Minutes

- Regular Commission Meeting 1/17/17 Pages 1-3
- Special Meeting 1/27/17 Page 4

PSJRA

- Update

City Attorney

- Ord. 528 Boat Launch Fees- Discussion Pages 5-6
- Ord. 529 Medical Marijuana Dispensary Moratorium Pages 7-10
 - Public Hearing
 - 2nd Reading & Consideration of Adoption
- Chad Mack v/s City of Port St. Joe- Update

Old Business

- Roni Coppock- Chamber
- Pickleball Court- Discussion
- Washington Gym Volunteers-Discussion
- Gulf Coast Workforce Development Board Lease Pages 11-16
- FDOT SCOP Grant Cycle 2017
- George Core Park Rental Pages 17-20
- RFP 2016-11 Frank Pate Boat Ramp Improvements Pages 21-25

New Business

- ESAD Enterprises Utility Bill- Frank Seifert Pages 26-28
- City Grant Writer- Comm. Ashbrook
- Commerce Park Lot Contract Pages 29-35
- Trail Grant
- PSJRA Membership- Comm. Buzzett

Public Works

- FDEP Requirements
 - Cross Connection Control Plan
 - Valve Maintenance Plan
- High School Sewer Lift Station Pages 36-42

Surface Water Plant

- St. Joe Beach Tank- Request to Bid Repair Pages 43-46

Waste Water Plant

- **Update**

City Engineer

- **Projects Update**
 - **Garrison Ave. Paving**
 - **6th & 7th Street Drainage**
 - **Frank Pate Park Boat Ramp Improvements**
 - **Long Avenue**
 - **Jones Homestead Sewer**

Code Enforcement

- **Demolition Project- Update**
- **General Update**

Page 47

Police Department

- **Update**

City Clerk

- **City Election 2017**

Page 48

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, January 17, 2017, 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 Clinton McCahill 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 January 3, 2017. All in favor; Motion carried 5-0.

PORT ST. JOE REDEVELOPMENT AGENCY (PSJRA) There was no report from the PSJRA.

CITY ATTORNEY –

Ordinance 529 Medical Marijuana Dispensary Moratorium – Public Hearing and First Reading:

Mayor Patterson announced the Public Hearing and asked if anyone had any questions. Letha Mathews asked for an explanation as to what this was about. Mayor Patterson explained this was allowing for laws to be written and researched for the dispensaries during the next 8 months by the state.

A Motion was made by Commissioner Thursbay, second by Commissioner Buzzett, for Attorney McCahill to read Ordinance 529. All in favor; Motion carried 5-0. Attorney McCahill read Ordinance 529.

CITY MANAGER'S REPORT – Jim Anderson

Old Business

2017 Legislative Session Budget Request – A Motion was made by Commissioner Lowry, second by Commissioner Ashbrook, to submit shovel ready plans for the Water and Sewer Line Replacement of Downtown and the Stormwater Upgrade for 6th and 7th Streets as the City's Legislative Session Budget Request for 2017. All in favor; Motion carried 5-0.

Pickle Ball Court – Commissioner Lowry provided diagram handouts of 4, 6, and 8 court Pickle Ball Facilities for the Commissioners to review.

New Business

Chamber APP – Roni Coppock: Mrs. Coppock was unable to attend the meeting. A Motion was made by Commissioner Buzzett, second by Commissioner Ashbrook, for the City to participate in the APP Program at a cost of \$1,500 per year for 3 years conditional to the TDC and County participating. All in favor; Motion carried 5-0.

Beaches Sewer System Request for Billing Data – The Commission will review this request.

George Core Park Rental – The proposed and current rate structures were provided and will be reviewed.

Washington Gym Volunteers – Commissioner Buzzett: Tony Clemons has volunteered to open the gym after hours. Guidelines will need to be established and brought back to the Commission.

Gulf Coast Workforce Development Board Lease – Prior to renewing the lease, the Commission requested that City Manager Jim Anderson and Mayor Patterson meet with Kim Bodine. There are issues with the use of the kitchen when the building is rented and the Commission wants this resolved.

FRDAP Committee Membership – Commissioner Thursbay: Bill Kennedy has resigned from the FRDAP Committee. A Motion was made by Commissioner Thursbay, second by Commissioner Buzzett, to appoint Claude Thomas to the FRDAP Committee. All in favor; Motion carried 5-0.

FDOT SCOP Grant Cycle 2017 Update – Mr. Anderson shared that this cycle closes on March 31, 2017, and the City is eligible to apply for 2 grants. He requested input from the Commissioners on what they would like to apply for. He also noted that you may apply for Engineering and Design Funds in the first year, you have to skip the next year, and then receive construction funds the next year.

Dog Friendly Restaurants – The Commission did not express any interest in this item.

Public Works – John Grantland

FDEP Requirements - Cross Connection Control Plan and Valve Maintenance Plan: Mr. Grantland noted this is being required by FL DEP and is supported by FL Statute. Mr. Anderson shared that citizens have been notified of this requirement via a letter on the back of their water bill. Commercial Customers will be required to be tested once a year and residential every two years.

Surface Water Plant – Larry McClamma advised that the new filter modules in one cell were installed last Friday and the old ones will be used as spares.

Wastewater Plant – Kevin Pettis reported there is 4' of room in the top of the lagoon and by state standards it can be drawn down to 6' from the bottom. The plant is running well and they are not currently spraying.

City Engineer – Clay Smallwood, III

Project Updates -

Garrison Avenue Paving – The project is almost complete and only lacks a few signs.

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

Frank Pate Park Boat Ramp Improvements – Bids will be opened on January 19, 2017, for this project.

Long Avenue – Waiting to hear from Representative Beshears on the additional funds request.

Jones Homestead Sewer – Engineering is currently working though the grant agreement.

Code Enforcement - Mr. Burkett's report did not require any action. However, Mayor Patterson noted that a company that has been placing signs in the Right of Way has been notified they have until Friday to remove their signs or Code Enforcement will remove them.

Police Department – Chief Matt Herring shared there is a self-defense class being offered for ladies this Saturday and there is one vacancy left.

City Clerk – Mrs. Pierce did not have anything to update the Commission on.

Citizens to be Heard –

Chester Davis asked the Commission to work with the residents of North Port St. Joe in obtaining use of the kitchen when the gym is rented. He noted they are willing to pay for the activities. On March 4, 2017, there will be an associational meeting in their community and they would like to be able to use the gym

facility. He also requested that the Commission review the plans provided the NPSJ PAC and offer their support of them so the group can seek additional funding for their projects.

Letha Mathews thanked the City for their help with the MLK, Jr., parade on Monday.

Dr. Dusty May again offered his time and expertise to help generate funds for the Frank Pate Park Boat Ramp. He requested that a Workshop be held to discuss ideas. The Commission requested the suggestions be put in writing for the Board and Attorney McCahill to review. This is to be on the Agenda for the February 7, 2017, meeting.

Discussion Items by Commissioners

Commissioner Buzzett thanked Mike Lacour for his help with the City sign and noted how informative it is.

Commissioner Lowry noted that the MLK, Jr., celebration Monday was very nice. He also shared that the Downtown and the coastal areas are looking great.

Neither *Commissioners Ashbrook, Thursbay, nor Mayor Patterson* had anything to share with the Board.

A Motion was made by Commissioner Lowry, second by Commissioner Ashbrook, to adjourn the Meeting at 7:11 P.M.

Approved this _____ day of _____ 2017.

James "Bo" Patterson, Mayor

Date

Charlotte M. Pierce, City Clerk

Date

**MINUTES OF THE SPECIAL MEETING OF THE BOARD OF CITY
COMMISSIONERS FOR THE CITY OF PORT ST. JOE, FLORIDA, HELD AT
2775 GARRISON AVENUE, January 27, 2017, at Noon.**

The following were present: Mayor Patterson, Commissioners Ashbrook, Lowry, and Thursbay. City Manager Jim Anderson, City Clerk Charlotte Pierce, Attorney Clinton McCahill, Chief of Police Matt Herring, and Public Works Director John Grantland were also present. Commissioner Buzzett was absent.

Consent Agenda

RFP 2016-11 Frank Pate Boat Ramp Improvements

Mr. Anderson noted that North Florida Construction Company was the apparent low bidder but Brian Cathey of Cathey Construction had requested that local preference be given to his bid. Mr. Cathey provided documents prior to the meeting showing that he does have two businesses located in Gulf County.

Staff is researching the Bids to determine if local preference can be given for the NERDA Grant.

A Motion was made by Commissioner Thursbay, second by Commissioner Ashbrook, to Table this item until a definitive answer has been received from the state. All in favor; Motion carried 4-0.

If an answer is received prior to the Regular Meeting on February 7, 2017, a Special Meeting will be called to act on awarding RFP 2016-11.

Clerk Pierce shared that she had received a notice from Florida Municipal Insurance Trust that there are 3 vacancies on their Board and asked if any of the Commissioners would be interested in submitting their name to be considered to serve on the Board. Mayor Patterson asked that more information be gathered on meeting times and travel.

Citizens to be Heard – No one wished to address the Commission.

Discussion Items by Commissioners – None of the Commissioners had anything to discuss.

Motion to Adjourn

A Motion was made by Commissioner Thursbay, second by Commissioner Lowry, to adjourn the Meeting at 12:13 P.M.

Approved this _____ day of _____ 2017.

James "Bo" Patterson, Mayor

Date

Charlotte M. Pierce, City Clerk

Date

ORDINANCE NO. 528

AN ORDINANCE OF THE CITY OF PORT ST. JOE, FLORIDA; DESIGNATING THE BOAT LAUNCH AREA; PROVIDING FOR SEGREGATION OF CERTAIN CITY GENERAL FUND REVENUE; PROVIDING FOR LIMITS ON THE EXPENDITURE OF SAID FUNDS; PROVIDING FOR THE VOTE OF A SUPER-MAJORITY OF THE CITY COMMISSION IN ORDER TO SPEND SAID FUNDS OUTSIDE OF DESIGNATED AREAS; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Port St. Joe, Florida, by Resolution No. 2014-02, dated May 6, 2014, imposed boat launch fees for the public launch facility located in Frank Pate Park, and

WHEREAS, it is the intent of the City Commission to use funds collected from said boat launch fees and any other fees that may be imposed in the future (collectively "Fees") related to the use of the Boat Launch Area ("Area") only for expenses arising within the Area or expenses related to or providing benefit to the Area, and

WHEREAS, Fees should be segregated from other City General Fund Revenue;

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

1. The Boat Launch Area ("Area") shall be described as set forth in Exhibit A attached hereto and made a part hereof.
2. City General Fund revenue generated by Fees shall be segregated from other General Fund revenue. City staff shall be responsible for the manner of segregation and a separate fund is not required.
3. No Fees shall be used for any expenditure other than those arising within the Area or expenses related to or providing benefit to the Area. Notwithstanding the foregoing the City Commission may approve expenditures outside of or unrelated to the Area only by a super-majority vote of not fewer than four commissioners.
4. REPEAL: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

5. SEVERABILITY: If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder shall not be affected by such invalidity.

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

DULY PASSED AND ADOPTED by the Board of City Commissioners of Port St. Joe, Florida this ____ day of _____, 2016.

THE CITY OF PORT ST. JOE

By: _____
JAMES "BO" PATTERSON
MAYOR-COMMISSIONER

ATTEST:

CHARLOTTE PIERCE
CITY CLERK

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

DRAFT OF PROPOSED MEDICAL MARIJUANA **MORATORIUM**

ORDINANCE NO. : 529

AN ORDINANCE IMPOSING A TEMPORARY MORATORIUM ON THE OPERATION OF MEDICAL MARIJUANA TREATMENT CENTERS AND LICENSED DISPENSING ORGANIZATIONS WITHIN THE CITY OF PORT ST. JOE FOR A PERIOD OF EIGHT (8) MONTHS UNLESS RESCINDED OR EXTENDED BY A SUBSEQUENT ORDINANCE, OR BY A SUBSEQUENT AMENDMENT TO THE CITY'S LAND DEVELOPMENT REGULATIONS REGARDING THE REGULATION OF MARIJUANA TREATMENT CENTERS AND LICENSED DISPENSING ORGANIZATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, on November 8, 2016, Florida voters passed an amendment to the Florida Constitution, titled "Use of Marijuana for Debilitating Medical Conditions" ("Amendment 2"); and

WHEREAS, Amendment 2 legalizes the medical use of marijuana and/or cannabis ("marijuana") throughout the State of Florida for individuals with debilitating medical conditions as determined by a licensed Florida physician and authorize the registration and regulation of centers that acquire, produce and distribute marijuana for medical purposes; and

WHEREAS, Florida Statutes, Section 381.986, titled the "Compassionate use of local-THC and medical cannabis," authorizes qualified physicians to order low-THC cannabis or medical cannabis for qualified patients diagnosed with certain conditions; and

WHEREAS, the Florida Department of Health’s Office of Compassionate Use has recently been established and charged with overseeing the regulatory infrastructure for medical cannabis in the state; and

WHEREAS, due to the historic and longstanding legal prohibition of marijuana prior to enactment of Florida Statutes, Section 381.986 and the passing of Amendment 2, the land development regulations of the City of Port St. Joe (“the City”) do not address the use of real property for purposes of cultivating, processing, distributing or selling medical marijuana, low-THC cannabis or related activities, and such uses of real property have historically not existed within the City; and

WHEREAS, in order to promote effective and responsible land use planning within the City, the City Commission wishes to allow for sufficient time to research, study and analyze the potential impact of Medical Marijuana Treatment Centers or approved Dispensing Organizations upon adjacent uses and the surrounding areas, traffic, congestion, surrounding property values, demand for City services and other aspects of the public safety and welfare; and

WHEREAS, the City Commission finds that a temporary moratorium on the operation of Medical Marijuana Treatment Centers and approved Dispensing Organizations will allow the City a sufficient period of time to determine what uses are best suited to particular zoning categories and how best to formulate land development regulations that appropriately govern the use of real property for purposes of cultivation, processing, distributing or selling marijuana or related activities; now therefore,

BE IT ORDAINED by the City Commission of Port St. Joe that:

Section 1. Moratorium Imposed. A temporary moratorium is hereby imposed on the operation of Medical Marijuana Treatment Centers and Licensed Dispensing Organizations

within the City of Port St. Joe. While the temporary moratorium is in effect, the City shall not accept, process or approve any application relating to the operation of a Medical Marijuana Treatment Center or Licensed Dispensing Organization. Nothing in this temporary moratorium shall be construed to prohibit the medical use of marijuana or low-THC cannabis by a qualifying patient, as determined by a licensed Florida physician, pursuant to Amendment 2, Florida Statutes, Section 381.986 or other Florida law.

Section 2. Definitions. For purposes of the temporary moratorium:

A) “Medical Marijuana Treatment Center” means an entity that acquires, cultivates, possesses, processes (including development of related products such as food, tinctures, aerosols, oils or ointments), transfers, transports, sells, distributes, dispenses or administers marijuana, products containing marijuana, related supplies, or educational materials to qualifying patients or their personal caregivers and is registered by the Florida Department of Health.

B) “Licensed Dispensing Organization” means an organization approved by the Florida Department of Health’s Office of Compassionate Use to cultivate, process and dispense low-THC cannabis and medical cannabis pursuant to Florida Statutes, Section 381.986 or Amendment 2.

Section 3. Conflicts. In the event that the provisions of this Ordinance are in conflict with any other ordinance, then the provisions of this Ordinance shall prevail.

Section 4. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 5. Effective Date. This Ordinance shall become effective immediately upon its adoption. The temporary moratorium enacted by this Ordinance shall terminate eight (8)

months from the effective date of this Ordinance, unless rescinded or extended by subsequent ordinance or by an amendment to the City's Land Development Regulations addressing the use of real property for purposes of cultivating, processing, distributing or selling medical marijuana, low-THC cannabis or related activities.

Passed on first reading this _____ day of _____, 2017.

Passed on second reading this _____ day of _____, 2017.

MAYOR

ATTEST:

CITY CLERK

FORM APPROVED:

CITY ATTORNEY

LEASE AGREEMENT

THIS LEASE AGREEMENT MADE AND ENTERED INTO THIS 3rd day of February 2016, by and between CITY OF PORT ST. JOE, FLORIDA, a municipal corporation organized under the laws of the State of Florida, 305 Cecil G. Costin, Sr., Blvd., P.O. Box 278, Port St. Joe, Florida 32457, Lessor, and Gulf Coast Workforce Development Board, Inc., doing business as Career Source Gulf Coast, hereinafter called Lessee,

WITNESSETH:

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

TERMS

Lessor and Lessee hereby agree as follows:

1. The term of this Lease shall begin as of the 3rd day of February, 2016, and shall end twelve (12) months later. Upon complying with the terms, agreements and covenants hereof, Lessee shall have peaceable possession of the leased premises.
2. The Leased premises includes the Washington Gym including surrounding grounds and Incubator Building. The Lessee will not be responsible for accidents on the Playground, Nathan Peters Park, Outdoor Basketball Court or on the Softball Field except during the Summer Youth program for the months of June and July.
3. Lessee shall pay and be responsible for any and all utilities incurred in connection with the leased premises.
4. Lessee will provide general liability insurance with extended coverage in an amount of \$500,000.00, naming the City of Port St. Joe, Florida as an additional named insured. The Lessor shall hold Lessee harmless for damage to the premises caused by wind, flood or other acts of God.
5. Lessee leases and accepts the premises, as is, and may make alterations to the building only as agreed upon in writing by the City, at its own expense and at the end of said lease period, the Lessee will return the property to the Lessor in as good as condition as is presently, ordinary wear and tear excepted. Alterations and improvements to the leased premises require Lessor's written consent and shall become the property of Lessor unless otherwise agreed in writing. All minor repairs of less than \$250 shall be the responsibility of the Lessee. All major repairs above \$250 shall be reported to the City for inspection and determination of the corrective action that will be needed.

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

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

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

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

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

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

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



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

12. No security deposit shall be required by Lessor.

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

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

Signed, sealed and delivered
In presence of:

Michael Lacour

Michael Lacour

Printed name of witness

Terese H. Kent

Terese H. Kent

Printed name of witness

DB

Deb Blair

Printed name of witness

Carrie L. Jagers

Carrie L. Jagers

Printed name of witness

LESSOR:

CITY OF PORT ST. JOE

James "Bo" Patterson

James "Bo" Patterson, Mayor

Attest: Charlotte M. Pierce
Charlotte M. Pierce, City Clerk

LESSEE:

Career Source Gulf Coast

Kim Bodine

Kim Bodine, Executive Director

LEASE AGREEMENT

THIS LEASE AGREEMENT MADE AND ENTERED INTO THIS ____ day of _____ 2017, by and between CITY OF PORT ST. JOE, FLORIDA, a municipal corporation organized under the laws of the State of Florida, 305 Cecil G. Costin, Sr., Blvd., P.O. Box 278, Port St. Joe, Florida 32457, *Lessor*, and Gulf Coast Workforce Development Board, Inc., doing business as Career Source Gulf Coast, hereinafter called *Lessee*,

WITNESSETH:

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

TERMS

Lessor and Lessee hereby agree as follows:

1. The term of this Lease shall begin as of the ____ day of _____, 2017 and shall end twelve (12) ~~weeks~~ ~~months~~ later. Upon complying with the terms, agreements and covenants thereof, Lessee shall have peaceable possession of the leased premises.
2. The Leased premises includes the Washington Gym including surrounding grounds ~~and the Incubator Building~~. The Lessee will not be responsible for accidents on the Playground, Nathan Peters Park, Outdoor Basketball Court or on the Softball Field except during the Summer Youth program for the months of June and July **and only during the hours the summer youth program is in operation.**
3. Lessee shall pay and be responsible for any and all utilities incurred in connection with the leased premises **during the lease period.**
4. Lessee will provide general liability insurance with extended coverage in an amount of \$500,000.00, naming the City of Port St. Joe, Florida as an additional named insured. The Lessor shall hold Lessee harmless for damage to the premises caused by wind, flood or other acts of God.
5. Lessee leases and accepts the premises, as is, and may make alterations to the building only as agreed upon in writing by the City, at its own expense and at the end of said lease period, the Lessee will return the property to the Lessor in as good as condition as is presently, ordinary wear and tear excepted. Alterations and improvements to the leased premises require Lessor's written consent and shall become the property of Lessor unless otherwise agreed in writing. All minor repairs of less than \$250 shall be the responsibility of the Lessee. All major repairs above \$250 shall be reported to the City for inspection and determination of the corrective action that will be needed.

6. Should the Lessor lease or allow use of the kitchen or the pottery room (storage room) where equipment belonging to the Lessee resides, the Lessor will be responsible for any damage or loss of said equipment/inventory. The equipment and inventory will be inspected by a representative of the Lessee and Lessor before the lease begins and at the end of the lease to assess the state of the equipment and to verify inventory count of chairs/tables and other items belonging to the Lessee.

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

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

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

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

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

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

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

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

13. No security deposit shall be required by Lessor.

14. **IDEMNIFICATION:** Lessee shall indemnify Lessor and save it harmless from suits, actions, damages, liability and expense in connection with loss of life, bodily or personal injury or property damage arising from or out of any occurrence in, upon or at, or from the leased premises, or the occupancy or use by Lessee of said leased premises or an part thereof, or occasioned wholly or in part by any act of omission of Lessee its agents, contractors, employees, servants, invitees, licenses or concessionaires. In addition, Lessor shall not be responsible or liable to Lessee or to those claiming by, through or under Lessee for any loss or damage to either persons or the personal property of the Lessee that may be occasioned by or through the acts or omissions of persons occupying adjacent, connecting or adjoining premises, **other than equipment or inventory specifically listed in item 6.**

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

Signed, sealed and delivered
In presence of:

LESSOR:

CITY OF PORT ST. JOE

James "Bo" Patterson, Mayor

Attest: _____
Charlotte M. Pierce, City Clerk

Printed Name of Witness

LESSEE:

CareerSource Gulf Coast

Kimberly L. Bodine, Executive Director

Printed Name of Witness

Printed Name of Witness

George Core Park
Venue rental policy
Effective XXXXXX, 2017

Draft

George Core Park is a waterfront park owned and maintained by the city of Port St Joe. This venue can be rented by the general public for weddings, birthday parties and other events. The costs for renting the venue are as follows:

The waterfront district: This area includes the stage area, gazebo all the way to the waterfront and the parking along Mrs. Zola Drive. The cost for this venue per event is \$500.00 with a refundable deposit of \$300.00.

The promenade district: This includes the use of the promenade from Baltzell Avenue to the lighthouse and use of the Eglin House. The cost for this venue is \$2,000.00 per event with a refundable deposit of \$500.00. The Eglin house is equipped with two bathrooms, a kitchen, dining area and other miscellaneous furnishings. No overnight stays are allowed in the Eglin house.

Only golf carts are allowed in the park by licensed drivers with the exception of three vehicles during the set up and tear down for the event. Passes must be obtained from the city for vehicles that will require access to the park.

Sleeping Beauty: This house is occupied by the Historical Society and the Turtle Conservancy. Rent for future use of this building beginning xxxxxxxx will be a monthly charge of xxxxx for the Historical Society and xxxxx for the Sea Turtle group.

RESOLUTION NO 2016-08

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PORT ST. JOE ADOPTING A SCHEDULE OF FEES, CHARGES AND EXPENSES RELATED TO PROGRAMS AND FACILITIES PROVIDED BY THE CITY OF PORT ST. JOE, PROVIDING FOR REPEAL OF ANY RESOLUTION IN CONFLICT HEREWITH, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Port St. Joe, Florida provides numerous facilities and programs for the benefit of the public; and

WHEREAS, these programs and facilities require considerable expenditure of public funds; and

WHEREAS, it is appropriate for the actual users of these facilities and programs to bear a portion of the costs thereof; and

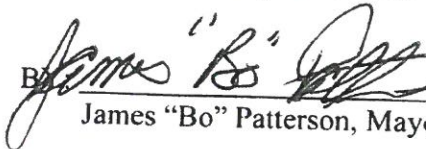
WHEREAS, it is in the best interest of the City Commission and the people of the City of Port St. Joe to adopt a schedule of fees, charges and expenses;

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

1. The City Commission hereby adopts the schedule of fees, charges and expenses attached hereto as Exhibit "A" for programs and facilities described therein.
2. Resolutions or other schedule of fees, charges and expenses of any kind associated with City programs and facilities adopted prior to the date hereof is repealed.
3. This Resolution is effective immediately upon passing.

THIS RESOLUTION ADOPTED this 4th day of October, 2016.

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


James "Bo" Patterson, Mayor-Commissioner


Attest: 
Charlotte M. Pierce, Auditor/Clerk

Exhibit A: Recreation Programs and Facility Fee Schedule updated 10/4/2016.

CITY OF PORT ST JOE
RECREATIONAL USER FEES

Program Location/Area	Activity	User Fee
Facility Fees:		
Public Building Rental (Commercial) Rental time from 12:00 noon day before to 12:00 day after event.	Facility Rental (Individuals, Corporations or Businesses)	\$300.00 Security Deposit and \$700.00 (+ tax) per day user fee, Seasonal \$50 (+tax) per day utility fee, May-September
Public Building Rental (Non-Commercial) Rental time from 12:00 noon day before to 12:00 day after event.	Facility Rental (Individuals and Groups)	\$300.00 Security Deposit and \$400.00 (+ tax) per day user fee, Seasonal \$50 (+tax) per day utility fee, May-September
Public Building Rental (Civic/Non Profit) Rental time from 12:00 noon day before to 12:00 day after event.	Facility Rental	\$200.00 Security Deposit and \$100.00 (+ tax) per day user fee, Seasonal \$50 (+ tax) per day utility fee, May-September
STAC House Building Rental (Non-Commercial)	Facility Rental (Birthday Parties)	\$200.00 Security Deposit \$100.00 per 3hr session,
Event Park Rental Frank Pate Park Core Park	Park Rental	\$200.00 Security Deposit and \$100.00 up to \$1,000 (+ tax) per day user fee, dependent on type of event.
Pavilion Rental	Pavilion Rental	No Fee-First Come-First Serve
Child/Youth/Adult Programs Fees Discontinued as of 09/01/2011		
STAC House & Washington Gym	Summer Recreation	\$2.00 per day session, \$20.00 per child Summer session, \$50.00 per Family Summer session,
Scout Hut	Boy Scouts & Girl Scouts	\$5.00 per person, Annually
Ball Fields	Youth Baseball Leagues	\$5.00 per person, Annually
Ball Fields	Youth Softball Leagues	\$5.00 per person, Annually

Ball Fields (Tournaments)	Youth/Adult Tournaments	\$50.00 per field per day set up fee, Additional \$25.00 per field per day with lights,
Soccer Fields	Youth Soccer Leagues	\$5.00 per person, Annually
Soccer Fields (Tournaments)	Youth/Adult Tournaments	\$50.00 per field per day set up fee, additional \$25.00 per field per day with lights,
Jones Gym	Youth Basketball	\$5.00 per person, Annually
Jones Gym (Tournaments)	Youth/Adult Tournaments	\$300.00 Security Deposit and \$100.00 (+ tax) per day user fee,
Adult/High School Soccer League	Leagues	\$250.00 per Team per season,
Adult/High School Softball League	Leagues	\$250.00 per Team per season,
Adult/High School Volleyball League	Leagues	\$250.00 per Team per season,
Adult/High School Basketball League	Leagues	\$250.00 per Team per season,
<u>Administrative Fees:</u>		
Code Enforcement	Special Pick Up Admin. Fee	\$25.00 per pick up,
Administrative	Lien Search Fee	\$25.00 per search,
Waste Water (In City)	Dumping Fee	\$55.00 per 1,000 gallons, truck capacity
Waste Water (Out of City)	Dumping Fee	\$70.00 per 1,000 gallons, truck capacity

**CITY OF PORT ST. JOE
FRANK PATE BOAT RAMP IMPROVEMENTS
PROJECT #50082119**

**BID TABULATION FOR BIDS RECEIVED
AT THE CITY OF PORT ST. JOE
ON JANUARY 19, 2017 AT 3:00 P.M. (E.S.T.)**

BIDDER	TOTAL BASE BID
1. Gulf Coast Utility Contractors, LLC	
2. H.G. Harders & Sons, Inc.	878,365. ⁰⁰
3. North Florida Construction	644,499. ²⁵
4. Anderson Columbia	699,800. ⁰⁰
5. Cathey Construction Company	656,266. ⁵³
6. BKW Inc.	686,827. ¹⁵
7. McCormick Contracting Company	749,469. ⁰⁰
8. RBM Contracting Services, LLC	
9. Williams Industrial & Marine, Inc.	1,096,196. ⁰⁰
10. GAC Contractors	
CONSTRUCTION Co, INC	741,041. ⁰⁰

0* *

656,266.53 x

3* %

19,688.00 *

000*****

0.00 *

656,266.53 +

19,688.00 -

000*****

636,578.53 *

PLANS & \$ AMOUNTS - LEGISLATIVE RE

Select Year: 2016

The 2016 Florida Statutes

Title XVIII
PUBLIC LANDS AND
PROPERTY

Chapter 255
PUBLIC PROPERTY AND PUBLICLY OWNED
BUILDINGS

View Entire
Chapter

255.0991 Contracts for construction services; prohibited local government preferences.—

(1) For purposes of this section, the term:

(a) “Competitive solicitation” has the same meaning as in s. 255.248.

(b) “State-appropriated funds” means all funds appropriated in the General Appropriations Act, excluding federal funds.

(2) For a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:

(a) The contractor’s maintaining an office or place of business within a particular local jurisdiction;

(b) The contractor’s hiring employees or subcontractors from within a particular local jurisdiction;

or

(c) The contractor’s prior payment of local taxes, assessments, or duties within a particular local jurisdiction.

(3) For any competitive solicitation that meets the criteria in subsection (2), a state college, county, municipality, school district, or other political subdivision of the state shall disclose in the solicitation document that any applicable local ordinance or regulation does not include any preference that is prohibited by subsection (2).

(4) Except as provided in subsection (2), this section does not prevent a state college, county, municipality, school district, or other political subdivision of the state from awarding a contract to a contractor in accordance with applicable state laws or local ordinances or regulations.

History.—s. 1, ch. 2015-63.

Copyright © 1995-2017 The Florida Legislature • [Privacy Statement](#) • [Contact Us](#)

CORRECTED
RESOLUTION #08-09

A RESOLUTION OF THE CITY OF PORT ST. JOE
REPEALING RESOLUTION #2008-09, ESTABLISHING A
LOCAL PREFERENCE POLICY IN AWARD OF CITY'S
CONTRACTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Joe desires to enhance the economic opportunities of its citizens; and

WHEREAS, the City of Port St. Joe has an interest to stimulate the local economy and ensure jobs for its citizens; and

NOW, THEREFORE, BE IT RESOLVED BY THE PEOPLE OF PORT ST. JOE, FLORIDA, that

1. Resolution #2008-04 is repealed in its entirety;
2. A responsive bid/by a responsible resident bidder shall be given preference over the lowest responsive bid submitted by a non-resident responsible bidder in accordance with the following:

If the lowest responsive bid
submitted by a non resident
responsible bidder is:

Then the Contract shall
be awarded to a resident
responsible bidder if the
bid of the resident is:

responsive and
no more than
the indicated
% over the
lowest responsive
nonresident bid

\$50,000 or less.....	7%
50,001 to \$250,000.....	6%
250,001 to \$500,000.....	4%
500,001 to 1,000,000.....	3%
Over 1,000,000.....	0%


3. A resident bidder shall mean:
 - a. An individual whose primary residence is within Gulf County, Florida,
 - b. A partnership whose principals are all residents of Gulf County, Florida,
 - c. A Florida corporation, limited liability company, or other business entity whose principal place of business is within Gulf County, Florida, or which maintains a full time business office open to the public within Gulf County, Florida.

With these and other contributing factors the Board of City Commissioners reserve the right to award a bid which will be in the best interest of the City.


THIS RESOLUTION ADOPTED this 2nd day of September, 2008.

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

BY:


MEL MAGIDSON, JR.
Mayor-Commissioner

Attest:


Pauline W. Pendarvis
Auditor/Clerk

Zimbra

janderson@psj.fl.gov

Cathey Construction & Development

From : Michelle Shadoan
<accounting@catheyconstruction.com>

Fri, Jan 27, 2017 10:13 AM

1 attachment

Subject : Cathey Construction & Development

To : janderson@psj.fl.gov

Cc : wbc@catheyconstruction.com,
alcathey@gtcom.net

Good Morning,

I would like to take this opportunity to clarify Cathey Construction and Development's ties to Gulf County.

Our Company maintains 2 Facilities in Gulf County located at:

3880 S CR 328
Port St Joe, Florida

Fabrication Shop:
578 Palmetto Drive
Port St Joe, Florida

All Employees with the exception of 2 report to these facilities and job sites in Gulf County to work everyday.

In addition, we have Offices in Bay County and Central Florida.

If additional information is needed, please feel free to contact the Owner, Mr. Brian Cathey, at (850) 340-1849.

Sincerely,

M. Michelle Shadoan

Cathey Construction and Development

103 North 30th Street
P.O. Box 13107
Mexico Beach, FL 32456
P: (850) 648-5100

25

**CITY OF PORT ST. JOE**

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

BILL NO.

622795

SERVICE ADDRESS

0 SEA SHORES SUB DIV

ACCOUNT NO.

5-50-07265-000

CUSTOMER ID

311332

ESAD ENTERPRISES
P O BOX 503
PORT ST. JOE, FL 32457

SERVICE	READ DATE	PRESENT	PREVIOUS	GALLONS USED	AMOUNT
1WATCO	03/04/2016	274950	113300	161650 161650	1,907.54

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

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

02/16 8430	01/16 16790	12/15 0	11/15 0	10/15 30	09/15 10
BALANCE FORWARD		CURRENT CHARGES			AMOUNT DUE
.00		1,907.54			1,907.54

IF PAID AFTER: 04/10/2016

PAY: 1,917.54

PLEASE DETACH AND RETURN THIS PORTION WITH PAYMENT

**CITY OF PORT ST. JOE**

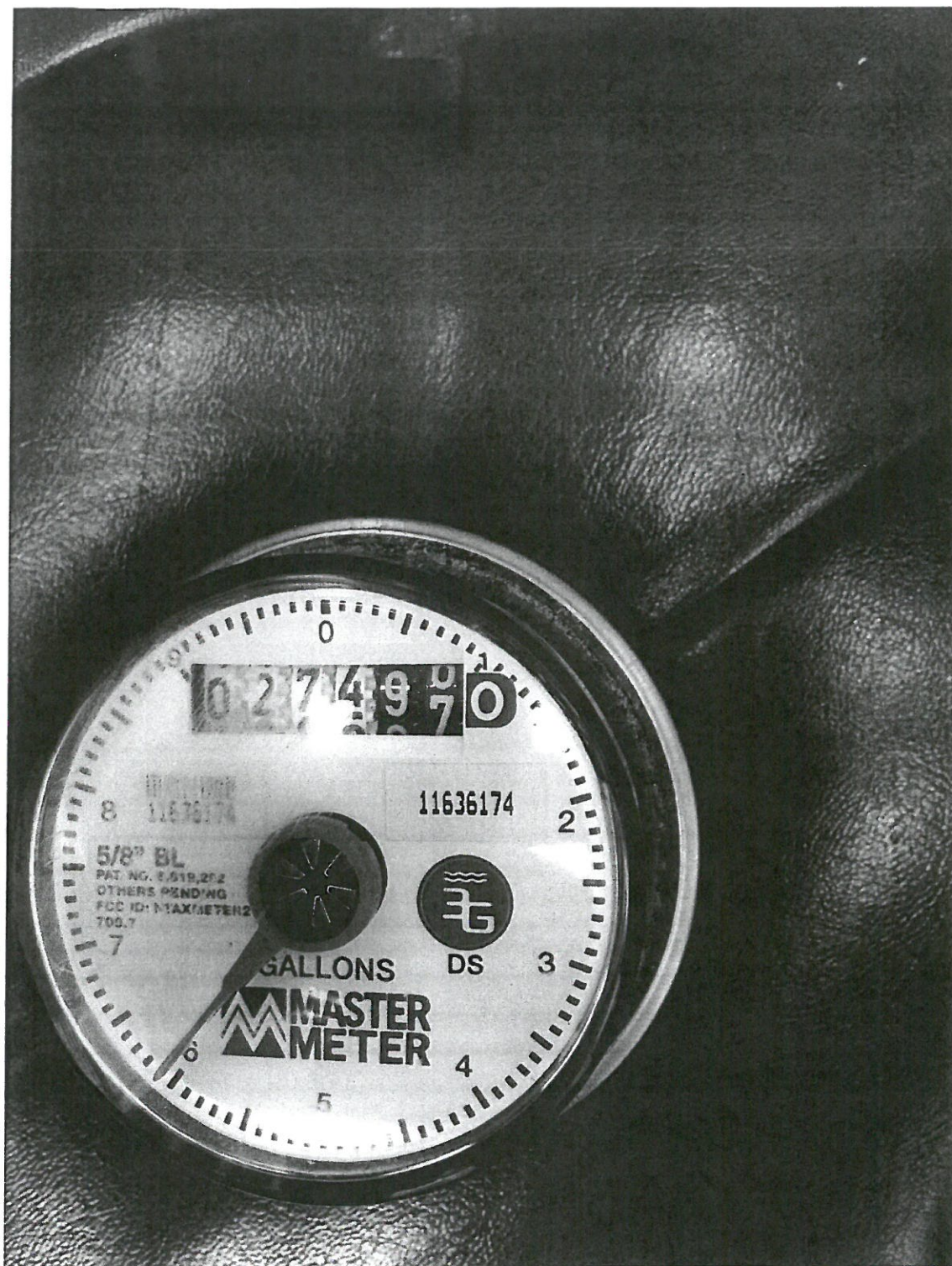
P.O. BOX 278
PORT ST. JOE, FLORIDA 32457
(850) 229-8261

AMOUNT PAID**ACCOUNT NO.****DUE DATE****AMOUNT DUE**

5-50-07265-000
ESAD ENTERPRISES
P O BOX 503
PORT ST. JOE, FL 32457

04/10/2016

1,907.54



Policy for Utility Billing Adjustments

Revision approved by the City Commission on 8/4/15

WATER & SEWER charges eligible for credit adjustments based on (6) months of average use:

- All leaks including residential and commercial accounts caused by city staff or a city contractor and incorrect excessive usage readings caused by equipment error, reading error or billing errors.
- Residential water leaks documented by a certified plumber, including a receipt for the repair cost. Limited to (1) adjustment in a (12) month period for (2) consecutive billing periods.

******The City Auditor's suggestion's to reduce the water charge to total gallons multiplied by water production cost per 1000 gallons, instead of the (6) month average, limited to (1) adjustment in a (12) month period for (2) consecutive billing periods. Calculations to be determined by the City's Rate Study conducted and certified by Burton & Associates******

SEWER charges eligible for credit adjustment based on (6) month of average use:

- Residential and Commercial accounts with excessive usage *NOT* due to a water leak, equipment or billing error to include but not limited to pool installation and/or refill. Limited to (1) adjustment in a (12) month period for (2) consecutive billing periods.

All requests for water and sewer credit adjustments must be submitted to the City Utility Department on the "Request for Utility Billing Adjustment Form"

Utility charges related to a water leak determined to be due and payable may be eligible by the Utility Department for payment over a reasonable amount of time based on hardship but not to exceed a (12) month period. A payment agreement must be signed by the account holder and approved by the Utility Billing Supervisor. Interest or penalties will be not applied as long as the plan is in good standings. If the account becomes delinquent the City reserves the right to disconnect the service until the delinquents charges are paid in full and the account is current.

Vacant Land Contract

1. **Sale and Purchase:** _____ City of Port St. Joe _____ ("Seller")
 and _____ Preferred Coastal Properties, LLC _____ ("Buyer")
 (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")

described as:

Address: _____ 2 Water Plant Rd. Port St. Joe, FL 32456

Legal Description: _____ W 67 FT OF N1/2 OF LOT 122 SEC 36 OR 2176-49 OR 2734-2618

SEC ____/TWP ____/RNG ____ of _____ Gulf _____ County, Florida. Real Property ID No.: _____ 04583-110R
 including all improvements existing on the Property and the following additional property: _____

2. **Purchase Price:** (U.S. currency) _____ \$ 45,000.00

All deposits will be made payable to "Escrow Agent" named below and held in escrow by:

Escrow Agent's Name: _____ Rish Gibson

Escrow Agent's Contact Person: _____

Escrow Agent's Address: _____

Escrow Agent's Phone: _____ 850-229-8211

Escrow Agent's Email: _____

(a) Initial deposit (\$0 if left blank) (**Check if applicable**)

☐ accompanies offer

☒ will be delivered to Escrow Agent within 3 days (3 days if left blank)

after Effective Date _____ \$ 1,000.00

(b) Additional deposit will be delivered to Escrow Agent (**Check if applicable**)

☐ within _____ days (10 days if left blank) after Effective Date

☐ within _____ days (3 days if left blank) after expiration of Feasibility Study Period _____ \$ _____

(c) Total Financing (see Paragraph 5) (express as a dollar amount or percentage) _____

(d) Other: _____ \$ _____

(e) Balance to close (not including **Buyer's** closing costs, prepaid items, and prorations)

to be paid at closing by wire transfer or other Collected funds _____ \$ 44,000.00

(f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The

unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify): _____

prorating areas of less than a full unit. The purchase price will be \$ _____ per unit based on a

calculation of total area of the Property as certified to **Seller** and **Buyer** by a Florida licensed surveyor in

accordance with Paragraph 7(c). The following rights of way and other areas will be excluded from the

calculation: _____

3. **Time for Acceptance; Effective Date:** Unless this offer is signed by **Seller** and **Buyer** and an executed copy delivered to all parties on or before February 2, 2017, this offer will be withdrawn and **Buyer's** deposit, if any, will be returned. The time for acceptance of any counter offer will be 3 days after the date the counter offer is delivered. **The "Effective Date" of this contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer.**

4. **Closing Date:** This transaction will close on February 28, 2017 ("Closing Date"), unless specifically extended by other provisions of this contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs on a Saturday, Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business day. In the event insurance underwriting is suspended on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If this transaction does not close for any reason, **Buyer** will immediately return all **Seller** provided documents and other items.

Buyer DS (_____) and Seller (_____) (_____) acknowledge receipt of a copy of this page, which is 1 of 7 pages.
 VAC-10 Rev 8/14

5. **Financing: (Check as applicable)**

(a) ☒ **Buyer** will pay cash for the Property with no financing contingency.

(b) ☐ This contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this contract and **Buyer's** deposit(s) will be returned.

(1) ☐ **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ _____ or _____ % of the purchase price at (Check one) ☐ a fixed rate not exceeding _____ % ☐ an adjustable interest rate not exceeding _____ % at origination (a fixed rate at the prevailing interest rate based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and Broker.

(2) ☐ **Seller Financing:** **Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to **Seller** in the amount of \$ _____, bearing annual interest at _____ % and payable as follows:

The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

(3) ☐ **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to

LN# _____ in the approximate amount of \$ _____ currently payable at \$ _____ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) _____ interest rate of _____ % which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____ % or the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing which this contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**, this contract will terminate; and **Buyer's** deposit(s) will be returned.

6. **Assignability: (Check one)** **Buyer** ☐ may assign and thereby be released from any further liability under this contract, ☐ may assign but not be released from liability under this contract, or ☒ may not assign this contract.

7. **Title:** **Seller** has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed ☐ special warranty deed ☐ other (specify) _____, free of liens, easements, and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____ provided there exists at closing no violation of the foregoing.

(a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search if performed, and all other fees charged by closing agent.

Seller will deliver to **Buyer**, at

(Check one) ☒ **Seller's** ☐ **Buyer's** expense and

(Check one) ☐ within _____ days after Effective Date ☐ at least _____ days before Closing Date,

(Check one)

(1) ☐ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

Buyer DS (_____) and Seller (_____) (_____) acknowledge receipt of a copy of this page, which is 2 of 7 pages.
VAC-10 Rev. 8/14

© Florida Realtors®

(2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

(b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within _____ days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 7(b).

(d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

8. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) **Inspections: (Check (1) or (2))**

(1) ☐ **Feasibility Study:** **Buyer** will, at **Buyer's** expense and within _____ days (30 days if left blank) ("Feasibility Study Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Feasibility Study Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Feasibility Study Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Feasibility Study Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

(2) ☒ **No Feasibility Study:** **Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning

Buyer DS (_____) and Seller (_____) (_____) acknowledge receipt of a copy of this page, which is 3 of 7 pages.
VAC 10 Rev 8/14

© Florida Realtors®

and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to **Buyer**. This contract is not contingent on **Buyer** conducting any further investigations.

(b) **Government Regulations:** Changes in government regulations and levels of service which affect **Buyer's** intended use of the Property will not be grounds for terminating this contract if the Feasibility Study Period has expired or if Paragraph 8(a)(2) is selected.

(c) **Flood Zone:** **Buyer** is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

☐ **Buyer** waives the right to receive a CCCL affidavit or survey.

9. **Closing Procedure; Costs:** Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** (in local cashier's check if **Seller** requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 19. In addition to other expenses provided in this contract, **Seller** and **Buyer** will pay the costs indicated below.

(a) **Seller Costs:**

Taxes on deed

Recording fees for documents needed to cure title

Title evidence (if applicable under Paragraph 7)

Other: _____

(b) **Buyer Costs:**

Taxes and recording fees on notes and mortgages

Recording fees on the deed and financing statements

Loan expenses

Title evidence (if applicable under Paragraph 7)

Lender's title policy at the simultaneous issue rate

Inspections

Survey

Insurance

Other: _____

(c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, **Seller** will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and **Buyer** will pay all other amounts. If special assessments may be paid in installments, ☐ **Seller** ☒ **Buyer** (**Buyer** if left blank) will pay installments due after closing. If **Seller** is checked, **Seller** will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

(e) **PROPERTY TAX DISCLOSURE SUMMARY:** **BUYER** SHOULD NOT RELY ON THE **SELLER'S** CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT **BUYER** MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

Buyer DS (_____) and Seller (_____) (_____) acknowledge receipt of a copy of this page, which is 4 of 7 pages.
VAC-10 Rev 8/14

© Florida Realtors®

- (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.
- (g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

10. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this contract.**

11. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may terminate this contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification, and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this contract and receive all payments made by the governmental authority or insurance company, if any.

12. Force Majeure: **Seller** or **Buyer** will not be required to perform any obligation under this contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this contract by delivering written notice to the other; and **Buyer's** deposit(s) will be returned.

13. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this contract, regarding any contingency will render that contingency null and void, and this contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.**

14. Complete Agreement; Persons Bound: This contract is the entire agreement between **Seller** and **Buyer**. **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this contract.** Modifications of this contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This contract, signatures, initials, documents referenced in this contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this contract prevail over printed terms. If any provision of this contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this contract. This contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "**Broker**" may be singular or plural. This contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of **Seller**, **Buyer**, and Broker.

15. Default and Dispute Resolution: This contract will be construed under Florida law. This Paragraph will survive closing or termination of this contract.

(a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this contract, **Buyer** may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.

Buyer (DS) and Seller () () acknowledge receipt of a copy of this page, which is 5 of 7 pages.
VAC-10 Rev 8/14

© Florida Realtors®

(b) **Buyer Default:** If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this contract, including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages, consideration for execution of this contract, and in full settlement of any claims, whereupon **Seller** and **Buyer** will be relieved from all further obligations under this contract; or **Seller**, at **Seller's** option, may proceed in equity to enforce **Seller's** rights under this contract.

16. Escrow Agent; Closing Agent: **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

17. Professional Advice; Broker Liability: Broker advises **Seller** and **Buyer** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. **Buyer** acknowledges that Broker does not reside in the Property and that all representations (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value.** **Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this contract. This Paragraph will survive closing.

18. Commercial Real Estate Sales Commission Lien Act: If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

19. Brokers: The brokers named below are collectively referred to as "Broker." **Instruction to closing agent:** **Seller** and **Buyer** direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by **Seller** or **Seller's** Broker to **Buyer's** Broker.

(a) Burke Company (Seller's Broker)
will be compensated by ☐ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☐ a listing agreement ☐ other (specify): _____

(b) NAI Talcor (Buyer's Broker)
will be compensated by ☐ **Seller** ☐ **Buyer** ☐ both parties ☐ **Seller's** Broker pursuant to ☐ a MLS offer of compensation ☐ other (specify): _____

DS
Buyer 277 (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is 6 of 7 pages.
VAC-10 Rev. 8/14

© Florida Realtors®

324* **20. Additional Terms:** _____
325 _____
326 _____
327 _____
328 _____
329 _____
330 _____
331 _____
332 _____
333 _____
334 _____
335 _____
336 _____
337 _____
338 _____
339 _____
340 _____

341 **This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney before**
342 **signing.**

343* **Buyer:** ^{DocuSigned by:} John Zachary Ferrell Date: 1/31/2017

344* **Print name:** 9EFEF0D53DED46F...

345* **Buyer:** _____ Date: _____

346* **Print name:** _____

347 **Buyer's address for purpose of notice:**

348* **Address:** _____

349* **Phone:** _____ **Fax:** _____ **Email:** _____

350* **Seller:** _____ Date: _____

351* **Print name:** _____

352* **Seller:** _____ Date: _____

353* **Print name:** _____

354 **Seller's address for purpose of notice:**

355* **Address:** _____

356* **Phone:** _____ **Fax:** _____ **Email:** _____

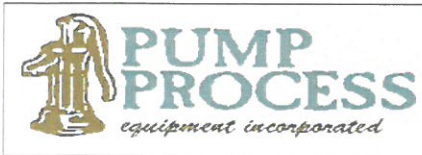
357* **Effective Date:** _____ **(The date on which the last party signed or initialed and delivered the**
358 **final offer or counter offer.)**

Florida Realtors® and local Board/Association of REALTORS® make no representation as to the legal validity or adequacy of any provision of this form in any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the entire real estate industry and is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark that may be used only by real estate licensees who are members of the National Association of REALTORS® and who subscribe to its Code of Ethics. The copyright laws of the United States (17 U.S. Code) forbid the unauthorized reproduction of blank forms by any means including facsimile or computerized forms.

DS
Buyer (977) and Seller (____) (____) acknowledge receipt of a copy of this page, which is 7 of 7 pages.
VAC-10 Rev 8/14

© Florida Realtors®

Quote: 4555 K



3820 Hopkins Street
Pensacola, FL 32505
(850) 432-0334, fax: (850) 432-1336

Quote

To: John Grantland
City of Port St. Joe

Date: 2/2/2017
Project: High School L.S.
Location: Port St. Joe
Engineer: Port St, Joe

Equipment: Duplex Lift Station Terms: Net 30 Days

Delivery: 6 Weeks

We are pleased to submit on the following equipment:

-One (1) 72" diameter x 120" deep fiberglass wet well with integral 60" X 36" valve pit package with SST guide rail system, powder coated diamond plate aluminum cover with gasketed hatch covers with SST slam locks, valves, emergency pump out connection and 2" aluminum "P"-Trap drain from valve pit to wet well and pressure gauges rated for 1-1/2" times pump design conditions. 300 series Sch 40 SST pipe and flange by flange full port valves per attached drawing.

-Two (2) KSB Submersible Sewage Pumps Model F80-250/114XG-15 HP /230 Volt /3-Phase with 5 year, non-prorated warranty.

-Five (5) Float Level Switches-low level, off, lead, lag and high level alarm.

-One (1) KSB Mixer 1.7 HP/230 volt/3-Phase with 5 year, non-prorated warranty

-One (1) Mixer Control Panel in NEMA 4X Aluminum Painted Forest Green Enclosure. Includes motor temp and seal fail relay.

Net price, F.O.B. shipping point \$55,204.00

NOTES

1. If ordered, please sign this quotation form and FAX or Email back to Pump & Process Equipment, Inc.
2. Only items mentioned above are included. If it is not listed it is to be provided by others.
3. Delivery promise date begins upon return of approved Submittal or approved drawings.

Additional Note

1. Fiberglass wet well/valve pit ships to job site for off loading by Contractor.
2. Pump & Process Equipment, Inc. will perform startup to satisfaction of the City of Port St. Joe
3. Lift station cover with hatches will be powder coated "forest green" after fabrication.

This Quotation Prepared By Butch Branton

For Pump & Process Equipment, Inc.

The undersigned agrees to and has the authority to bind the purchaser to the terms and conditions below and equipment as described above.

Date: _____

Quotation good for 30 days. Prices do not include any applicable taxes. Payment terms are NET 30 days from date of shipment. Past due accounts will be charged interest at 1.5% per month. Should the services of an attorney, collection agency or other legal service become necessary for collection, purchaser will assume responsibility for all expenses accrued in the collection process including fees, court cost, serving charges, lien filing, etc. Manufacturer's warranty applies. Pump & Process Equipment, Inc. assumes no liability whatsoever for delays or damages caused by defects or any other equipment failure.

Project
Customer pos.no
Project ID
Pos.no
Created by

City of Port St. Joe, Florida

High School Lift Station Upgrades
1

Branton, F.D."Butch" Branton for Pump & Process Equip.,Inc



Page 1 / 5
2017-01-21

Data sheet

Pump type

KRT F 80-250/114XG-S

Operating data

Flow	159	US g.p.m.	Fluid		
Head	61.6	ft	Density	62.3	lb/ft ³
Operating speed	1750	rpm	Viscosity	1.08E-5	ft ² /s
Shaft power	5.55	hp	Temperature	68	°F
Efficiency	44.6	%			
Required pump NPSH		ft			
Head H(Q=0)	69.6	ft			
Application range	Head		Flow		
	From	69.6 ft	0	US g.p.m.	
	To	15.6 ft	703	US g.p.m.	

Design

Make	KSB	Impeller type	Vortex impeller
Design	Submersible pump		Open
Series	KRT F	Impeller size	(210) 8 ¹ / ₄ inch
Frame size	80-250		Max. (265) 10 ⁷ / ₁₆ inch
Stages	1		Min. (190) 7 ¹ / ₂ inch
Curve number	K43060s/2*	Free passage	3 inch
		Weight	369.27 lb
Type of bearings	Antifriction		
Nos. of bearings	1 / 1		
Lubrication	Grease lubrication, lubricated for lifetime		
Suction port	Pressure rating	--	
	Nominal pipe size DN0	---	
	Nominal pipe size DN1	4"	
	Norm	--	
Discharge port	Pressure rating	CLASS 125	
	Nominal pipe size DN2	3 inch	
	Nominal pipe size DN3	3 inch	
	Norm	ASME/ANSI B16.1	
Suction port: pump,		discharge port: discharge elbow	

Materials

Pump casing	Grey cast iron EN-JL1040 (A 48 Class 35)
Discharge cover	Grey cast iron EN-JL1040 (A 48 Class 35)
Impeller	Grey cast iron EN-JL1040 (A 48 Class 35)
Shaft	Stainless steel EN-1.4021+QT800 (A 276 Type 420)
Bearing bracket	Grey cast iron EN-JL1040 (A 48 Class 35)
Motor casing	Grey cast iron EN-JL1040 (A 48 Class 35)
Bolts, nuts	Stainless steel A4 (EN-1.4571) (A 276 Type 316)
Shaft protection sleeve	---
Casing wear ring	
Impeller wear ring	
O-Rings	Nitrile rubber (NBR)

KSB Inc., 4415 Sarellen Road, Richmond, Virginia 23231, Phone: 001-804-222-1818, Fax: 001-804-226-6961

KSB Pumps Inc, 5885 Kennedy Road, Mississauga, Ontario L4Z 2G3 (Canada), Phone: (0905) 568-9200, Fax: (0905) 568-9120

KSB Aktiengesellschaft, Turmstrasse 92, 06110 Halle (Germany), Phone +49 (345) 48260, Fax +49 (345) 4826 4699, www.ksb.com

Project
Customer pos.no
Project ID
Pos.no
Created by

City of Port St. Joe, Florida

High School Lift Station Upgrades
1

Branton, F.D."Butch" Branton for Pump & Process Equip.,Inc.



Page 2 / 5
2017-01-21

Data sheet

Pump type

KRT F 80-250/114XG-S

Shaft seal

Type of seal
Arrangement:
Seal on medium side
Mechanical seal, pump-side
Mechanical seal, bearing-side

Double mechanical seal
Tandem
with elastomer bellows
Silicon carbide / Silicon carbide
Carbon / Silicon carbide

Monitoring

Thermal winding protection
Explosion proof protection
Motor housing monitoring
Mechanical seal leakage detection
Bearing temperature monitoring

By temperature sensitive switches
By PTC (Explosion proof models only)
By conductive moisture sensor electrode

Coating

Preparatory treatment
Blasting method
Primer
Dry film thickness primer
Top coat
Solids content
Dry film thickness top coat
Colour

Sa 2 1/2 to ISO 8501-1 / ISO 12 944-4 DIN 55928, Part 4
Steel grit blasting
Zinc phosphate or Zinc dust
> 35 microns
2-component epoxy resin
> 82 %
> 150 microns
Ultramarine Blue (RAL 5002 to DIN 6174)

Installation

INSTALLATION

Type of installation:

Wet well installation designed for
automatic connection to a
permanently installed discharge elbow
3 inch / 3 inch
ASME/ANSI B16.1, CLASS 125
Bolted to the pump
Double guide bars
2 x 2 in pipe, outside dia. 60,3 mm (2,4 in), inside dia. 50...54 mm (2,0...2,1 in)
4,5 m (15 ft)
stainless steel lifting chain
10 m (33 ft)
Every 2,5 m (8 ft)
Discharge elbow, 3 inch / 3 inch
fasteners,
claw, bracket, lifting chain,
but without guide bars

Discharge elbow size (DN2/DN3):

Flange dimensions to:

Claw:

Guide system:

Guide bar diameter:

Installation depth:

Lifting device:

Length of lifting device:

Lifting loops:

Installation accessories:

Materials:

Discharge elbow:

Claw:

Bracket:

Guide bars:

Lifting device:

Grey cast iron EN-JL1040 (A 48 Class 35)
Grey cast iron EN-JL1040 (A 48 Class 35)
Stainless steel EN-1.4571 (A 276 Type 316 Ti)
Not part of this specification
Stainless steel EN-1.4401 (A 276 Type 316)

Project
Customer pos.no
Project ID
Pos.no
Created by

City of Port St. Joe, Florida

High School Lift Station Upgrades
1

Branton, F.D."Butch" Branton for Pump & Process Equip.,Inc

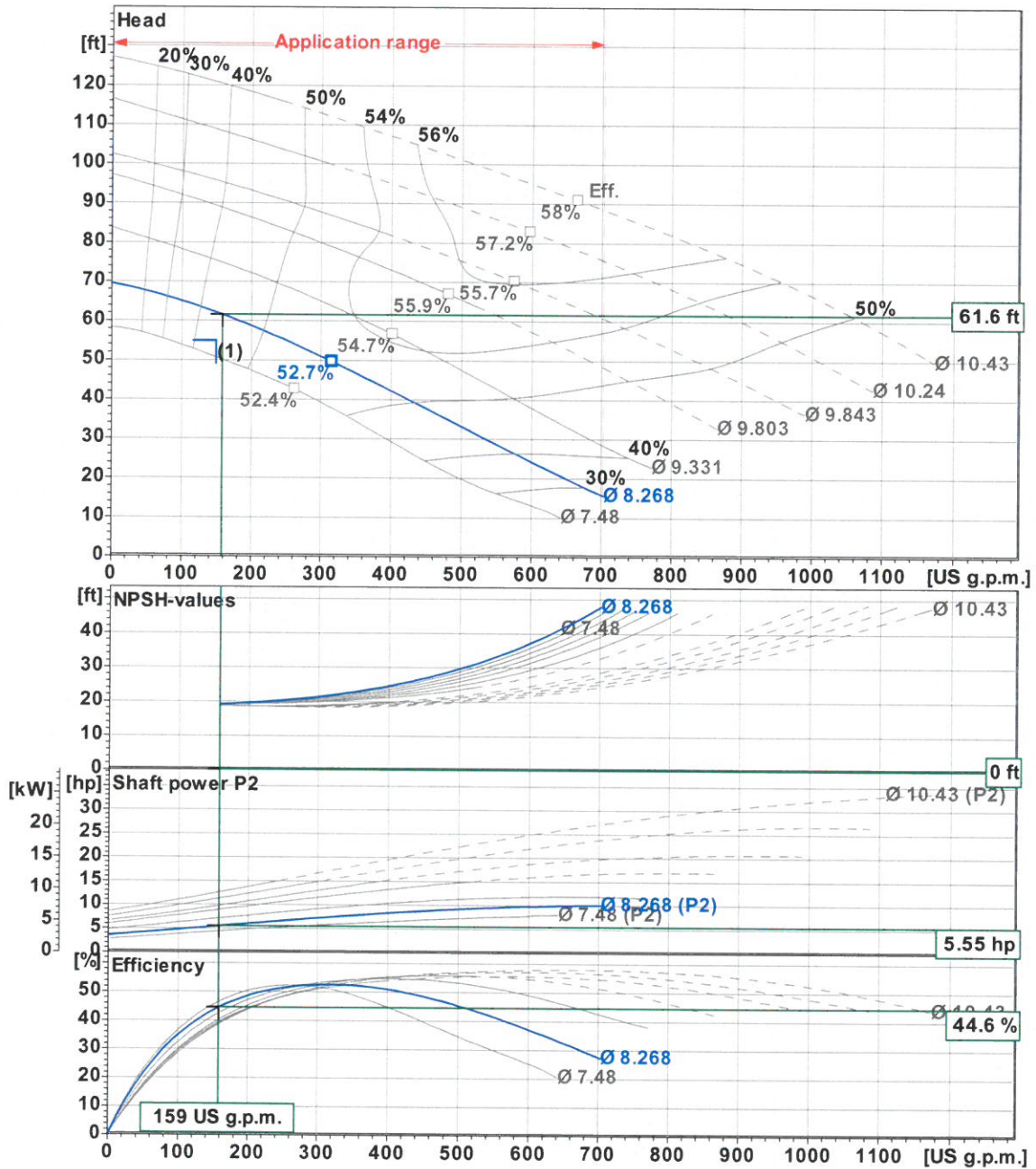


Page 3 / 5
2017-01-21

Performance curve

Pump type

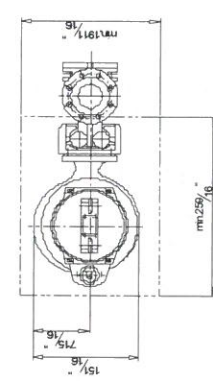
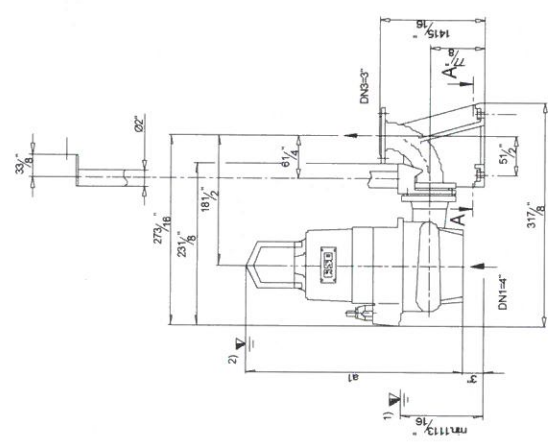
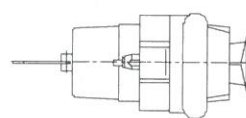
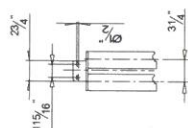
KRT F 80-250/114XG-S



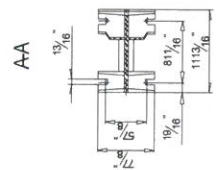
Impeller type	Vortex impeller , Open	Curve number	K43060s/2*
Free passage	3"	Density	62.322 lb/ft³
Impeller size	8 1/4" (210)	Viscosity	1.082E-5 ft²/s
		Frequency	60 Hz
		Speed	1750 1/min

KSB Inc., Richmond, VA. / KSB Pumps Inc., Mississauga, Ontario / KSB AG, Halle (Germany)

40



NUR FÜR ANFRAGEBOT
 Technische Änderungen vorbehalten
 FOR INQUIRY OFFER ONLY
 Technical modifications reserved
 SEULEMENT POUR LES DEMANDES D'OFFRES
 Tous réserves de modifications technique



Hydraulic Hydraulics Hydraulique	KSB-Motor KSB-Engine KSB-Moteur	a1		Gewicht/Weight/Poids	
		50 Hz	60 Hz	G	G ₂
		mm	mm	kg	kg
		inch	inch	lb	lb
F	12.2	763	763	30 137/6	175 380
	17.2	763	763	30 137/6	185 408
	22.2	864	864	34 176	223 492
	25.2	864	864	34 176	223 492
	4.4	762	—	—	149 320
	5.4	762	762	30	149 320
	7.4	762	762	30	157 348
	11.4	763	763	30 137/6	188 371
	16.4	763	763	30 137/6	198 415
	19.4	—	864	34 176	223 492
	21.4	864	864	34 176	223 492
	4.8	—	752	29 56	147 324
G	6.6	—	752	29 56	150 331
	9.6	—	763	30 137/6	171 377
	12.6	—	763	30 137/6	182 402
	4.4K	763	—	—	188 415
	5.4K	763	763	30 137/6	188 415
	7.4K	864	864	34 176	223 492
	4.9K	—	763	30 137/6	182 402
	6.9K	—	864	34 176	217 479

[illegible]

Project
Customer pos.no
Project ID
Created by
Pos.no

City of Port St. Joe, Florida

High School Lift Station Upgrades
Branton, F.D. "Butch" Branton for Pump & Process Equip., Inc.
1



Page 5 / 5
2017-01-21

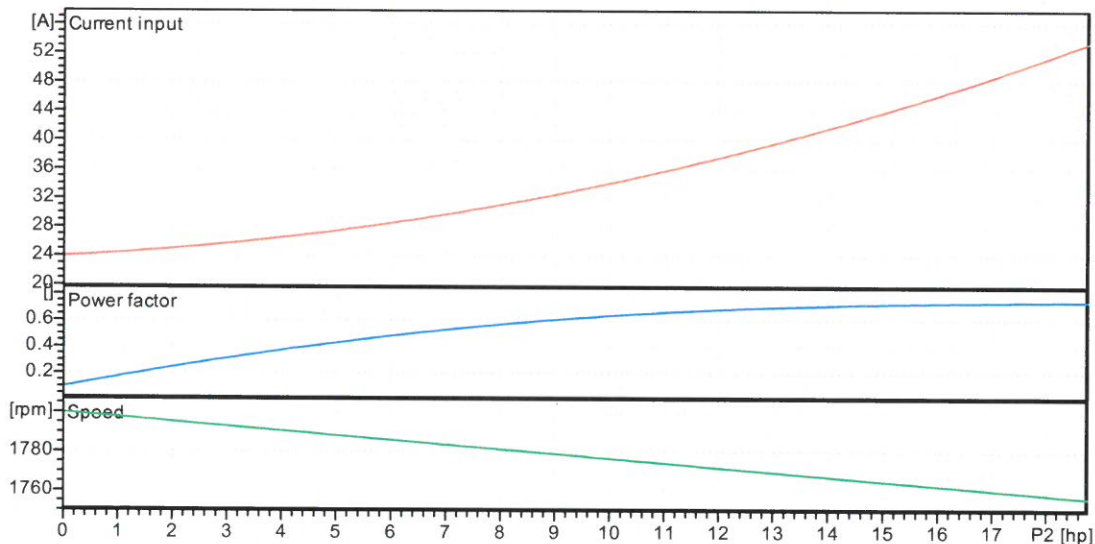
Data sheet: Motor data

Motor type **114XG**

Motor manufacturer	KSB Aktiengesellschaft	Rated voltage	230	V
Design acc. standard	-	Rated frequency	60	Hz
Service factor	1.15	Rated power P2	15	hp
Degree of protection	IP68	Rated current	44	A
Insulation class	F	Nominal speed	1765	rpm
Starting mode	Direct	NEMA code letter	K	
No. starts / h	20	Starting to rated current	7	
Coolant temperature	< / = 40 °C (104 °F)	Starting current	308	A
Motor casing	Grey cast iron EN-JL1040 (A 48 Class 35)			
Explosion protection	Class I, Div. 1, Groups C, D, T3			
Pump type	KRT F 80-250/114XG-S			

Load	P1 kW	P2 hp	eta %	cos phi	I A
4/4	12.76	15.0	0.0	0.73	44.0
3/4	9.69	11.3	0.0	0.67	36.2
2/4	6.69	7.5	0.0	0.55	30.4
1/4	3.80	3.8	0.0	0.36	26.4

Main cable	1 x AWG 9-7+15-5	Diameter	0.94..1.06 inch
Control cable	---	Diameter	
Cable, outer sheath	Waterproof synthetic rubber compound		
Cable length	15 m		



KSB Inc., 4415 Sarellen Road, Richmond, Virginia 23231, Phone: 001-804-222-1818, Fax: 001-804-226-6961

KSB Pumps Inc, 5885 Kennedy Road, Mississauga, Ontario L4Z 2G3 (Canada), Phone: (0905) 568-9200, Fax: (0905) 568-9120

KSB Aktiengesellschaft, Tummstrasse 92, 06110 Halle (Germany), Phone +49 (345) 48260, Fax +49 (345) 4826 4699, www.ksb.com

SPECIFICATION FOR THE REPAIR OF POTABLE WATER TANK LID, PORT ST. JOE, FL

PART 1. GENERAL

1.1 SUMMARY

- A. Provide labor, materials, equipment and supervision necessary to install a fluid-applied repair and waterproofing system as outlined in this specification to existing steel roof of the potable water tank.
- B. The manufacturer's application instructions for each product are considered part of this specification and should be followed at all times

1.2 SYSTEM DESCRIPTION

- A. INTERIOR REPAIR shall be a system of 1/4" steel plates bonded and coated with a complete system of compatible materials supplied by BELZONA® to create a sound structural lid with a chemical resistant coating with NSF approval.
- B. EXTERIOR COATING shall be a complete system of compatible materials supplied by BELZONA® to create a breathable, waterproof roofing system capable of withstanding ponding water.

1.3 SUBMITTALS

- A. Technical Data: Submit manufacturer's product data, Safety Data Sheets (SDS) and installation instructions.
- B. Applicator Approval: Submit letter from manufacturer stating applicator is approved to install the specified coating system.

1.4 QUALITY ASSURANCE

- A. Supplier Qualifications: 1111, 5811DW2, and 3111®, as supplied by BELZONA®, is approved for use on this project.
- B. Applicator Qualifications: Applicator shall be approved to install specified system.
- C. Requirement of Regulatory Agencies: Comply with applicable codes, regulations, ordinances and laws regarding use and application of coating systems.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Delivery: Materials shall be delivered in original sealed containers, clearly marked with supplier's name, brand name and type of material.
- B. Storage and Handling: Recommended material storage temperature is 75°F (24°C). Handle products to prevent damage to container. All materials shall be stored in compliance with local fire and safety requirements. Do not store at high temperatures or in direct sunlight.

1.6 PROJECT CONDITIONS

A. Prior to starting work, read and follow the SDS and container labels for detailed health and safety information.

B. Do not proceed with application of materials when substrate temperature is less than 40°F (4°C) if precipitation is imminent, or to a damp, unclean or frosty surface. Ambient temperature should be a minimum 40°F (4°C) and rising, and more than 5°F (3°C) above dew point. Special precautions are to be taken when ambient and/or substrate temperatures are approaching, at, or above 100°F (38°C).

C. Coordinate waterproofing work with other trades. Applicator shall have sole right of access to the specified area for the time needed to complete the application and allow the coatings to cure adequately.

D. Protect plants, vegetation or other surfaces not to be coated against damage or soiling.

E. Maintain work area in a neat and orderly condition, removing empty containers, rags and rubbish daily from the site.

1.7 WARRANTY

A. The Contractor shall offer a standard 2 year warranty for institutional, commercial, industrial, projects.

PART 2 PRODUCTS

2.1 MANUFACTURER

A. BELZONA®, 14300 NW 60TH Avenue, Miami Lakes, FL 33014, 305-512-3212,

2.2 MATERIALS

A. INTERIOR TANK REPAIR:

1. Bond Plates: ¼" steel.
2. Boding Material: BELZONA 1111.
3. Coating Material: BELZONA 5811 DW2 applied in 2 coats.

B. EXTERIOR TANK REPAIR:

1. Primer: BELZONA 3921 metal primer as required by BELZONA®.
2. Coating System: BELZONA 3111, fabric reinforced roofing system applied in 2 coats.
3. Fabric: BELZONA 9311.

2.3 MATERIAL PERFORMANCE CRITERIA

A. Products shall comply test criteria as shown on the attached BELZONA Product Specification sheets which become a part of this specification.

2.4 ACCESSORIES

A. Miscellaneous materials such as cleaning agents, reinforcing fabric, backer rod, etc., shall be compatible with the specified coating systems.

2.5 MIXING

A. Comply with manufacturer's instructions for mixing procedures.

PART 3 EXECUTION

3.1 EXAMINATION

A. Examine the structure to prepare for the work.

3.2 PREPARATION

A. INTERIOR: TO ENSURE AN EFFECTIVE MOLECULAR WELD i) METALLIC SURFACES - APPLY ONLY TO BLAST CLEANED SURFACES. a) Brush away loose contamination and degrease with a rag soaked in Belzona 9111 (Cleaner/Degreaser) or any other effective cleaner which does not leave a residue e.g. methyl ethyl ketone (MEK).

B. Select an abrasive to give the necessary standard of cleanliness and a minimum depth of profile of 3 mils (75 microns). Use only an angular abrasive.

C. Blast clean the metal surface to achieve the following standard of cleanliness: ISO 8501-1 Sa 2½ very thorough blast cleaning. American Standard near white finish SSPC SP 10. Swedish Standard Sa 2½ SIS 05 5900.

D. After blasting, metal surfaces should be coated before any oxidation of the surface takes place.

E. EXTERIOR SURFACES: Grind away all rust to same level of cleanliness as interior. Pressure wash existing coating and wipe clean with solvent.

3.3 EXECUTION

A. INTERIOR APPLICATION.

a. BELZONA 1111. Following manufacturer's directions for mixing and application, apply the steel plates using BELZONA 1111 as a bonding and repair agent. Allow to cure.

b. BELZONA 5811 DW2. Following manufacturer's instructions for mixing and application apply two coats to achieve a minimum total Dry Film Thickness of 16 mils.

B. EXTERIOR APPLICATION.

a. BEZONA 3921 primer. Following manufacturer's instructions for mixing and application, apply one coat of 3921 primer.

b. BELZONA 3111. Following manufacturer's instructions for mixing and application, apply two coats of BELZONA 3111, embedding the BELZONA 9311 fabric between coats.

3.4 CLEANING

A. Remove debris resulting from completion of coating operation from the project site.

3.5 PROTECTION

A. After completion of application, do not allow tank filling or traffic on coated surfaces for a period shown in manufacturer's literature for the current temperatures until the systems are completely cured.

END OF SECTION

Code Enforcement 2017Activity
As of 2/1/2017

	Open		Closed		Total		Increase
Unlawful							
Accumulation	35		1		36		
Substandard							
Structure	11				11		
Abandoned							
Vechicle	5				5		
Unlawful							
Sewer							
Land regulation							
Violation	1				1		
Business Lic.							
Violation	0						
Special Master							
Hearings							
Building							
Demolition	3				3		
Waste							
Violation	13		25		38		7
Sign							
Violation			49		49		41
Total	68	Total	75	Total	143	Total	48

2017 Election Notice

Notice is hereby given that the City of Port St. Joe's Primary Election will be held Tuesday, May 9, 2017, in the Fire Station. Polls open at 7:00 A.M., ET, and close 7:00 P.M., ET.

Registration books are now open at the office of John Hanlon, Gulf County Supervisor of Elections and will remain open thru Monday April 10, 2017, at 5:00 P.M., ET.

Candidate qualifying begins Wednesday, March 22, 2017, at 12:00 Noon Eastern Time and ends on Wednesday, March 29, 2017, at Noon Eastern Time. The following offices will be up for election: Mayor / Commissioner; Commissioner Group I and Commissioner Group II.

Beginning April 29, 2017 – May 6, 2017, (includes Saturdays of April 29th and May 6th), Early Voting will be held at the Supervisor of Elections office located at 401 Long Avenue from 9:00 A.M., ET to 5:00 P.M., ET. There will be no Sunday voting on April 30, 2017. Also, Absentee Ballots may be requested now but will be mailed after received from printer.

The City of Port St. Joe

Charlotte M. Pierce
City Clerk

Publish two times: Please run as a Display Ad
 March 9 and 16, 2017
 Furnish proof of publication and bill the City
 POB 278, Port St. Joe, FL 32457