

**February 21, 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 21, 2017

---

## Call to Order

## Consent Agenda

### Minutes

- Regular Commission Meeting 2/7/17

Pages 1-5

### PSJRA

- Update

### City Attorney

- Resolution 2017-02 Recreational Trails Program (RTP) Grant
- Chad Mack v/s City of Port St. Joe- Update
- RFQ 2017-01 Special Master Position

Page 6

## Old Business

- Pickleball Court- Discussion
- Workshop Scheduled for 2/23 at 5:30- Utility Billing & Boat Ramp Fees
- City Managers Contract (Handout)
- Grant Writer- Job Description
- Commerce Park Lot Contract
- Gulf Coast Workforce Development Board Lease

Page 7

Pages 8-14

## New Business

- PSJRA Membership- Comm. Buzzett
- RFP 2017-03 FRDAP Grant- Request to Bid Playground Equipt.
- FRDAP Committee Membership- Mayor Patterson

Page 15

### Public Works

- FDEP Requirements
  - Cross Connection Control Plan
  - Valve Maintenance Plan

Pages 17-28

### Surface Water Plant

- St. Joe Beach Tank- Request to Bid Repair

Pages 29-32

### Waste Water Plant

- Sick Leave Pool

### City Engineer

- Projects Update
  - Frank Pate Park Boat Ramp Improvements
  - Long Avenue
  - Jones Homestead Sewer

**Code Enforcement**

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

**Page 33**

**Police Department**

- **Update**

**City Clerk**

- **Update**

**Citizens to be Heard**

**Discussion Items by Commissioners**

**Motion to Adjourn**

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF CITY  
COMMISSIONERS FOR THE CITY OF PORT ST. JOE, FLORIDA, HELD AT  
2775 GARRISON AVENUE, February 7, 2017, AT 6:00 P.M.**

The following were present: Mayor Patterson, Commissioners Ashbrook, Buzzett, and Lowry. City Manager Jim Anderson, City Clerk Charlotte Pierce, and Attorney Clinton McCahill were also present. Commissioner Thursbay was absent due to an accident.

**CONSENT AGENDA**

**Minutes**

A Motion was made by Commissioner Ashbrook, second by Commissioner Lowry, to approve the Minutes of the Regular Meeting on January 17, 2017, and the Special Meeting of January 27, 2017. All in favor; Motion carried 4-0.

**PORT ST. JOE REDEVELOPMENT AGENCY (PSJRA)**

Bill Kennedy shared there are issues with vehicular traffic on the new pavers to the lighthouse and is working on a solution to the problem. The Entrance sign on Third Street and Highway 98 is being refinished; the gateway arch for Fourth Street is in the final design stage; the planter beds on Reid Avenue are being reviewed, and he is working on a meeting with the NPSJ PAC for a review and a proposed update of the Master Plan.

*RFP 2017-01 Request to Bid (Handout)*

A Motion was made by Commissioner Buzzett, second by Commissioner Ashbrook, to approve going out for bid for the Historic Cape San Blas Lighthouse and Keepers Quarters Renovations and Repairs. All in Favor; Motion carried 4-0.

Mayor Patterson announced that Commissioner Thursbay was not at the meeting due to being in an accident and asked that citizens keep him in their prayers.

**CITY ATTORNEY –**

*Ordinance 528 – Boat Launch Fees Discussion* – There will be a Workshop on this Thursday, February 23, 2017, at 5:30 P.M.

*Ordinance 529 Medical Marijuana Dispensary Moratorium – Public Hearing, Second Reading, and Consideration of Adoption:*

Mayor Patterson asked if anyone from the public wanted to speak on this issue. There was no response from the public.

A Motion was made by Commissioner Buzzett, second by Commissioner Ashbrook, to have the Second Reading of Ordinance 529. All in favor; Motion carried 4-0.

Attorney McCahill read Ordinance 529.

A Motion was made by Commissioner Ashbrook, second by Commissioner Lowry, to adopt Ordinance 529. All in favor; Motion carried 4-0.



*Chad Mack vs. City of Port St. Joe, Update* – Attorney McCahill shared the City's response was filed on January 30, 2017, and the Mack's will have 30 days to respond to what was provided by the City.

## **CITY MANAGER'S REPORT – Jim Anderson**

### **Old Business**

*Roni Coppock, Chamber* – This was Tabled as Mrs. Coppock was unable to attend the meeting due to illness.

*Pickle Ball Court, Discussion* – Staff was asked to get with Superintendent of Schools Jim Norton to see if this could be a joint venture for the Tennis Court at Lamar Faison Park.

*Washington Gym Volunteers, Discussion* – This issue is dependent upon the Gulf Coast Workforce Development Lease.

*Gulf Coast Workforce Development Board Lease (Handout)* – John Reeves and Johanna White, representing the Gulf Coast Workforce Development Board, shared their concerns about the lease and property owned by the Workforce Board. This portion of the Lease Agreement was Tabled.

Chester Davis voiced his concerns about citizens being able to use the kitchen and other areas of the facility and asked that their community be allowed to have input in the use of the facility.

A Motion was made by Commissioner Ashbrook, second by Commissioner Buzzett, to approve the Incubator Building portion of the Workforce Lease. All in favor; Motion carried 4-0.

*FDOT SCOP Grant Cycle 2017* – A Motion was made by Commissioner Ashbrook, second by Commissioner Buzzett, to submit Garrison Avenue from Sixteenth Street to Madison Street and Eighth Street from Woodward to Marvin Avenue as the two projects for the Grant cycle. All in favor; Motion carried 4-0.

*George Core Park Rental* – A Motion was made by Commissioner Buzzett, second by Commissioner Lowry, for Resolution 2017-01 to amend Resolution 2016-08. This will increase the amount of the rental fee from \$100 to \$500 per day.

*RFP 2016-11 Frank Pate Boat Ramp Improvements (Handout)* – Staff has been notified that the State of FL does not allow Local Preference when using state funds. A Motion was made by Commissioner Ashbrook, second by Commissioner Lowry, to award the bid to North Florida Construction in the amount of \$644,499.25. All in favor; Motion carried 4-0.

### **New Business**

*ESAD Enterprises Utility Bill* – Frank Seifert stated that he had not used the water charged to him in March 2016. Staff provided documents showing the water consumption. Mayor Patterson asked Mr. Seifert if there had been problems with his irrigation wells to which he replied "Yes." Patrick Ferrell, an employee of Mr. Seifert's, stated he been to Wallace Pump and Supply and fixed the problem the day it occurred.

After more discussion, a Motion was made by Commissioner Lowry to reduce the water bill to \$500 which would be a write off of \$1,482.58 on Mr. Seifert's water bill. There was no second to the Motion. Mayor Patterson passed the Chair to Commissioner Ashbrook and Mayor Patterson second the Motion. Voting in favor of the Motion were Mayor Patterson and Commissioner Lowry. Voting against the Motion were Commissioners Ashbrook and Buzzett. No action was taken due to the 2-2 vote.

*City Grant Writer – Commissioner Ashbrook:* A Motion was made by Commissioner Ashbrook, second by Commissioner Lowry, to come up with job qualifications for a grant writer and consider paying \$15 per hour, 20 hours per week, and no benefits. The qualifications will be on the Agenda for February 21, 2017.

*Commerce Park Lot Contract* – The current listing price of the lot is \$60,000. A Motion was made by Commissioner Ashbrook, second by Commissioner Buzzett, to counter the current offer of \$45,000 with \$55,000. Mr. Anderson will contact the realtor with this counter offer. All in favor; Motion carried 4-0.

*Trail Grant* – The Gulf Country Board of County Commissioners is seeking a grant to help with lighting and maintenance of the trail. Mr. Anderson thanked the Board for their willingness to partner with the City on this and encouraged citizens to also express their appreciation to the Board for their efforts.

*PSJRA Membership – Commissioner Buzzett* shared that he would like to see the PSJRA Board return to an all-Volunteer Board because of the many talented people with expertise in these fields in our community. He would like to have one City Commissioner remain on the Board. Due to the absence of Commissioner Thursbay and his thoughts on this issue, Commissioner Buzzett asked that this item be on the Agenda for the next meeting.

**Public Works – John Grantland** was absent and Mr. Anderson provide the following information.

*FDEP Requirements - Cross Connection Control Plan and Valve Maintenance Plan:*

Staff is working with John Pope of DEP on this. This is mandated by Florida Statute and is to prevent contamination of potable water. Commercial property will be inspected yearly and residential Shallow Wells every 5 – 10 years. More information will follow on this item.

*High School Sewer Lift Station –*

A Motion was made by Commissioner Buzzett, second by Commissioner Lowry, to bid the repairs needed for the Port St. Joe High School Lift Station. All in favor; Motion carried 4-0.

**Surface Water Plant – Larry McClamma** was absent.

*St. Joe Beach Tank – Request to Bid Repair:* This item was Tabled until Mr. McClamma could be present.

**Wastewater Plant – Kevin Pettis** shared there is an issue with the Hypo Tank and they are working to resolve the problem.

**City Engineer – Clay Smallwood, III**

Project Updates -

*Garrison Avenue Paving* – This project has been completed.

*6<sup>th</sup> and 7<sup>th</sup> Streets Drainage* – This project has been submitted as a Legislative Appropriation Request for 2017-2018.

*Frank Pate Park Boat Ramp Improvements* – The bid was awarded to North Florida Construction tonight.

*Long Avenue* – Things are moving forward on this.

*Jones Homestead Sewer* – DEP is currently working on this contract.

#### **Code Enforcement –**

*Demolition Project, Update* – There are four houses in need of demolition. A burnt out home at 161 Robbins Avenue; The Byrd House at 101 MLK; Sims House at 300 Avenue C, and a house at 179 Avenue B. This is to be on the Agenda for February 21, 2017.

Chester Davis shared that Gulf County Commissioner Sandy Quinn is working with WastePro to see if tipping fees can be reduced from \$45 a ton.

Elaine Williams noted the house on Avenue C is an issue and stated that it needs to be taken down.

*RFQ 2017-01 Special Master Position (Handout)* – This item was Tabled.

**Police Department – Chief Matt Herring** announced that the Bike Safety Event will be held on Saturday, March 4, 2017, at Frank Pate Park from 10 A.M. until 2 P.M. The Lions Club is donating 8 Bicycles and Centennial Bank 2 Bicycles. There will be a drawing for the free Bicycles and Helmets to be given away. Flyers have been provided to both elementary schools, there will be a Dunking Booth, and food will be available.

#### **City Clerk – Charlotte Pierce**

*City Election 2017* – Clerk Pierce noted there will be a General Election on Tuesday, May 9, 2017. The positions of Mayor / Commissioner, Commissioner Group 1 and Commissioner Group II will be on the Ballot. Qualifying for the election begins on Wednesday, March 22, 2017, at Noon and closes on Wednesday, March 29, 2017, at Noon. Registration Books are currently open and will close on April 10, 2017, at 5:00 P.M. Early Voting will begin on Saturday, April 29, 2017, and run through Saturday, May 6, 2017. There will not be any voting on Sunday, April 30, 2017.

#### **Citizens to be Heard –**

*Amy Rogers* asked about the following issues: Paving on Garrison Avenue; Paving in North Port St. Joe for Avenues B and D as well as Liberty and Broad Streets; the CDBG Grant for Water lines in North Port St. Joe; the possibility of a pay station for Duke Energy customers; the lack of service from Media Com; the sale of FairPoint Communications, and the upcoming DJJ Grant.

*Nancy Brockman, Gulf County Librarian*, thanked the Commission for their additional support to the library and shared information about the library. She provided a survey and asked that individuals complete them to help direct the services offered by the library.

*Chad Mack* noted, for the record, the damage that occurred to his home on December 24, 2016, when the lower floor was flooded with raw sewage. City Hall was called on January 4, 2017, and January 17, 2017, to report the line was plugged again and workers responded to each call. The Macks are currently installing new flooring.

*Chester Davis* invited the Commissioners to an associational meeting to be held in Port St. Joe on March 4, 2017, at 5:00 P.M.

### Discussion Items by Commissioners

*Commissioner Buzzett* commended the workers for their work that has been done on Long Avenue installing the new water line.

Neither *Commissioner Lowry* nor *Ashbrook* had anything to discuss.

*Mayor Patterson* asked if the City was doing anything for Black History Month and stated he feels the City should have banners for events.

*Amy Rogers* invited the Commissioners to the Soul Food Fest on February 24, 2017 at 6:00 P.M. in the Washington Gym to celebrate Black History Month.

A Motion was made by Commissioner Ashbrook, second by Commissioner Buzzett, to adjourn the Meeting at 7:59 P.M.

Approved this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

\_\_\_\_\_  
James "Bo" Patterson, Mayor

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**RESOLUTION 2017-02**

**A RESOLUTION BY THE CITY OF PORT ST. JOE  
FLORIDA, TO SUPPORT RENOVATION OF THE  
PORT CITY TRAIL WITH RECREATIONAL TRAILS  
PROGRAM IN FLORIDA (RTP) FUNDING; AND  
PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, walking helps meet the goals of Chapter 339.175 Florida Statutes – Metropolitan Planning Organization – to serve the mobility needs of people while minimizing transportation related fuel consumption and air pollution; and

**WHEREAS**, the Center for Disease Control (CDC) encourages people to walk for fitness, transportation and fun; and

**WHEREAS**, the MAP-21, the Moving Ahead for Progress in the 21<sup>st</sup> Century Act (P.L. 112-141), was signed into law by President Obama on July 6, 2012, to address growing concerns about air quality, open space, and traffic congestion. The Recreational Trails Program in Florida (RTP) strengthens the cultural, aesthetic, and environmental aspects of the Nation’s intermodal transportation system; and

**WHEREAS**, this support is consistent with the City of Port St. Joe, FDEP, CDC, and MAP-21 policies supporting alternative means of transportation.

**NOW, THEREFORE BE IT RESOLVED BY THE City of Port St. Joe, THAT:** they support the renovation of the Port City Trail by amending the existing Capital Improvement Plan.

**PASSED AND DULY ADOPTED BY The City of Port St. Joe on this \_\_\_\_\_ Day of February, 2017.**

**Attest:**

\_\_\_\_\_  
**James “Bo” Patterson, Mayor**

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

# **GRANT WRITER**

## **Job Description**

This position involves research, preparation, and compliance of Grants that involve local, state, and federal funding.

### **EXAMPLES OF DUTIES**

Develops a grants administration work plan which includes goals, objectives and compliance measures for the grants function. Prepares periodic reports on fiscal status of grants and other resource programs. Manages grants by preparing recurring notices to departments on grant program expenditures and reports that are due. Provide technical assistance to all grantees during the life of awarded projects. Monitors and interprets applicable laws, regulations and policies and stays abreast of related trends and best practices. Utilizes computer in all aspects of work; performs other duties as assigned.

### **MINIMUM QUALIFICATIONS**

A High School Degree or its Equivalent. Governmental Grant Writing Experience preferred with proficiency in Microsoft Word and Excel.

### **KNOWLEDGE, SKILLS AND ABILITIES**

Knowledge of municipal services, or the ability to learn same within a relatively short period of time; knowledge of local, state, and federal grant procedures; skilled in the operation of office equipment such as multi line phone systems, calculators and computers; ability to maintain accurate financial records and reports; ability to perform simple mathematical calculations; ability to exercise sound judgement in making decisions in accordance with applicable laws, ordinances, policies, and procedures; ability to deal effectively with the public in processing customer requests/complaints and coping with extreme cases of human behavior; ability to maintain effective working relationships with other employees; ability to read computer printouts; ability to communicate effectively; ability to process a large volume of fiscal transactions rapidly and accurately. Ability to learn new computer applications in a timely fashion.

### **SALARY**

This is a part-time position up to 20 hours per week with a salary range of \$14.00- \$17.00 per hour based on experience with no benefits.



# 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) \_\_\_\_\_ \$ 50,000.00

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 \_\_\_\_\_ \$ 49,000.00

(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 17, 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 March 3, 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.  
 VAC10 Rev 8/14

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

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

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

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

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

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

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

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

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

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

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

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

101\* (Check one) ☐ within \_\_\_\_\_ days after Effective Date ☐ at least \_\_\_\_\_ days before Closing Date,

102\* (Check one)

103\* (1) ☐ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be  
104\* discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the  
105\* amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is  
106\* paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to  
107\* **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 ) ( 977 ) 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 preprinted 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  (\_\_\_\_) 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:** \_\_\_\_\_ **Date:** 2/14/2017  
DocuSigned by:  
*John Zachery Ferrell*

344\* **Print name:** 9EFEF0D53DED46F... John Zachery Ferrell

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.

Buyer ( DS ) and Seller ( ) ( ) acknowledge receipt of a copy of this page, which is 7 of 7 pages.  
VAC10 Rev 8/14

© Florida Realtors®

**CITY OF PORT ST. JOE, FLORIDA  
NOTICE TO RECEIVE SEALED BIDS  
RFP 2017-03  
Dooder Parker Park Playground Equipment**

Sealed bids for the City of Port St. Joe for Playground Equipment at Dooder Parker Park are being sought from qualified companies and will be received at City Hall, 305 Cecil G. Costin, Sr., Blvd., Port St. Joe, Florida 32456 up until 3:00 P.M. EST, on \_\_\_\_\_, March \_\_\_\_, 2017. Bids will be publicly opened and acknowledged, Friday, March \_\_\_\_, 2017, at 3:05 P.M., EST, in the City Commission Conference Room.

The bid should also include shipping charges as a separate line items. Bids will be accepted, by hard copy only.

Bids shall be submitted in a sealed envelope, plainly marked with the bidder's name, address, date, time of opening, and RFP 2017-03 "Dooder Parker Park Playground Equipment."

**DESCRIPTION OF WORK:** Bids shall be for supplying Playground Equipment with a budget up to \$\_\_\_\_\_. Specifications are listed in the Base Bid Documents which may be obtained on the City's website at [www.cityofportstjoe.com](http://www.cityofportstjoe.com).

For questions concerning this Bid, please contact John Grantland at 850-229-8247.

The City reserves the right to accept or reject any and all Statements of Bids in whole or in part, to waive informalities in the process, to obtain new Statements of Bids, or to postpone the opening pursuant to the City's purchasing policies. Each Statement of Bid shall be valid to the City for a period of sixty (60) days after opening.

**The City of Port St. Joe is an Equal Opportunity, Affirmative Action Employer.**

NOTICE TO PUBLISHER: This legal ad is to appear on Thursday, March \_\_\_\_, 2017, and Thursday, March \_\_\_\_, 2017, in the Star Newspaper.

Please forward the original "Proof of Publication" and the invoice to:

The City of Port St. Joe  
Attn: Charlotte Pierce, City Clerk  
P. O. Box 278  
Port St. Joe, FL 32457

## **FRDAP Committee Members 2017**

- Blake Denton
- Missy Ramsey
- Glenn Davis
- Clay Smallwood III
- Rachel Crews
- Sandy Quinn
- Mike Lacour
- Brian Marshall
- Claude Thomas



**VALVE EXERCISING PROGRAM**

**Underground Utilities Department**

**City of Port St. Joe**

**PREPARED BY PORT ST JOE UTILITIES DEPARTMENT**

**January 2017**



## **VALVE EXERCISING PROGRAM**

**Underground Utilities Department  
City of Port St Joe**

### **PURPOSE**

The purpose of this procedure is to ensure that the valves of the Port St. Joe Water Distribution, Sewer Forcemain and Reclaimed Water Systems are being maintained such that they may be located and operated as needed. At a minimum each valve shall be cycled at least one time every three years. The City must have a program for inspecting, exercising, and maintaining system valves. With over 6,000 valves of various sizes just in our water system, this program is an on-going effort and requires dedication to implement and maintain.

The City believes that this program will also reduce revenue loss, water loss, enhance system reliability and strengthen customer confidence as well as reduce potential liability and property losses.

### **PERSONNEL SAFETY**

In many cases, access the City's valves will require exercising, and potentially work within or near heavily traveled roadways and other potentially hazardous locations. All applicable safety precautions shall be observed and maintenance of traffic provided where needed for valve access.

### **FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) REQUIREMENTS**

All valves in the distribution system and at the water treatment plant are required to be exercised in Accordance with procedures established by the City of Port St. Joe. Records must be maintained By the City Utilities department. Documents will be inspected on an annual basis by FDEP.

### **DEFINITIONS**

Valves – distribution and transmission valves and blow-offs (per AWWA)

Operate the Valve – Exercising the valve is operating the valve at least one full cycle until the valve operates freely with little resistance.

Valve Key – a steel handle used for manual turning that come in multiple lengths. Also valve box keys for all sizes in our distribution system.

Exercising Valve – Annually or at least every three years –

Prioritizing the valves – such as those near critical customers, large transmission valves, valves in area with old piping, or proximity to a main intersection on busy street.

A schedule – for regular exercise and routine maintenance. The Underground Utilities Superintendent will propose, subject to approval of the Utilities Director, a written schedule to establish what order valves are to be exercised, number of valves (of all kinds) to be exercised in a week, month, and year. The Underground Utilities Superintendent will routinely update the written schedule as conditions warrant.

**VALVE EXERCISING PROGRAM**  
**Underground Utilities Department**  
**City of Port St. Joe**

Torque – turning force or rotational force

Cheater bar – a handle extension that allows for greater torque

Metal Detector – to find buried valves

**PROGRAM COMPONENTS**

The City's program has four components as follow:

- . Locate valves
- . Exercise valves
- . Document valves
- . Maintain valves

**PROCEDURES**

**Public Notification**

No public notification is required for valve location. However, if the valve is to be exercised and that exercise will result in flow stoppage or a reversed flow direction, a minimum of two days before exercising the valve, notify potentially affected customers using the Public Notification Form in Attachment "A". If the valve to be accessed lies within State Right of Ways, the Florida Department of Transportation shall be notified a minimum of two days prior to any planned lane closure, and permission obtained for the closure.

**Locate Valves**

Initially, City Utility Maps will be used to approximate the location of the valve of interest. Once the database is developed, latitude and longitude will be used in conjunction with a hand held GPS unit. Upon arrival to the site, staff will check the area for potential hazards and establish traffic control. The following information shall be obtained:

- (1) Visually locate the valve
- (2) Obtain latitude and longitude by GPS
- (3) Type of valve (gate or butterfly)
- (4) Size of valve box
- (5) Valve use ( distribution or fire hydrant)

During valve exercising obtain the following:

- (6) Open direction (clockwise, counterclockwise)

## VALVE EXERCISING PROGRAM

### Underground Utilities Department

#### City of Port St. Joe

- (7) Number of turns to open/close. Typical (actual turns may vary by manufacturer and model) turn counts by valve size are as follow:

Valve Size (inches)	Turn Count (full close to open or vice versa)
2	8
3	11
4	14
6	20.5
8	26.5
12	38.5
14	43.5
16	49
18	57
20	63
24	75
30	372
36	444

#### Document the valve as follows:

- (8) Create a valve identifier number using the numbering system provided
- (9) Record this information in the Valve Information Form provided in Attachment "B"
- (10) Photograph the location, identifying the condition of the site
- (11) Complete the valve condition portion of the Valve Information Form

Should you find a previously unknown valve, note in on the records and mark the location with paint (blue/water, green/sewer, purple/reclaimed) so it is easier to spot. If the valve is in an undeveloped area, a five feet tall painted marker will work.

#### Exercise Valves

##### Required tools:

The City will provide the tools and equipment necessary to accomplish this program. Examples; hand held GPS unit to record locations or find a known location, valve exerciser tool, shovels, metal detector, tape measures (100 ft. and 20-25 ft.), blue/green/purple paint, oversized screw drivers to help remove lids, flashlight, system maps and or street maps, record book and a digital camera. In some cases, a flag crew may be needed to direct traffic in some locations.

## VALVE EXERCISING PROGRAM

### Underground Utilities Department

#### City of Port St. Joe

Properly operating valves are critical when a portion of the distribution system must be isolated, such as when a line break occurs. A valve maintenance program extends valve life and results in long term savings to the system. When exercising a valve, resist the urge to “crank it” hard or spin them open or closed quickly. Control of the torque is critical. Opening and closing speed is also critical as it can induce waterhammer (hydraulic surges) which stress the system and can potentially cause problems.

The American Water Works Association (AWWA) provides these guidelines about how to close a valve properly:

- (1) Begin with a steady amount of torque in the direction necessary to close the valve, moving through five to 10 rotations.
- (2) Reverse for two or three rotations.
- (3) Reverse again and rotate five to 10 more turns in the closing direction.
- (4) Repeat this procedure until full closure is attained.
- (5) Once the valve is fully closed, it should be opened a few turns so that high-velocity water flowing under the gates can move the remainder of the sediment downstream with more force and clear the bottom part of the valve body for seating.
- (6) Fully close the valve again.

The reason for this cautious approach is that debris and sediment often build up on the gates, stem, and slides. AWWA’s guidance notes, “If this material is compacted while the valve is being closed, the torque required to close the valve continues to build as the material is loaded. If you use the procedure described above, the stem and other parts are ‘scrubbed’ by the series of back-and forth motions, and water in the system can flush the debris that has broken loose away from the stem gate and slides or guides.”

#### **Examples:**

If valves haven’t been used in some time, you may encounter difficulties. The most common problem will be locating some of the valves and they may need extra effort to turn. Another common problem is when the valve is already broken from previous attempts to operate it or the valve stem or operating nut breaks before any movement of the gate. These broken valves need to be repaired or replaced as soon as possible.

Some valves seem to be working fine until you get near the closed position and then the gate breaks at or near the closed position. This is most likely caused by tuberculation (build-up) in the gate valve. The worst build up usually occurs at the bottom of the gate valve.

The procedures consist of the following components:

- (1) Clean out the valve box using cleaning tool or vacuum.

- (2) All 6-inch and smaller valves shall be exercised manually, 8-inch and larger valves shall be exercised manually or with a powered valve exerciser with torque control and turn counter.
- (3) Each valve shall be put through two full cycles (open to shut then open two times).
- (4) Avoid using a cheater bar. A cheater bar should only be used in emergencies.
- (5) Exercise valve:
  - a. Verify the direction for turning the valve to the Closed and Open positions.
  - b. Assume valve is in the full Open position. Don't force the valve and don't be in a hurry.
  - c. Begin Closing Valve Slowly, increasing torque as necessary to achieve movement (without exceeding the pre-determined Maximum Torque). Do not close the valve on the first cycle.
  - d. Count the number of turns necessary to achieve the full Open Position and record.
  - e. Begin Opening Valve Slowly, increasing torque as necessary to achieve movement (without exceeding the pre-determined Maximum Torque).
  - f. Count the number of turns necessary to achieve the full Closed Position. Always count your turns down and up. They should match.
  - g. Repeat the Close/Open cycle a minimum of three (3 times, or until the number of turns necessary to open or close the valve does not change). When the valve is nice and free turn it slowly to avoid water hammer. If you open or close a valve too fast the line could rupture.
  - h. Record the number of Turns, Cycles, and Maximum Torque applied.
- (6) Prior to departing, evaluate the location for hazards to people, property, or environment, record findings in Valve Information Form.
- (7) Identify any hazards discovered and initiate the actions necessary to eliminate those hazards.

#### **UNPLANNED VALVE ACCESS**

In the event of a line break or leak, it may be necessary to access valves for repair isolation purposes. This opportunity should be used to secure the data in the Valve Information Form. The information indicated should be obtained along with comments regarding any repairs made.

**VALVE EXERCISING PROGRAM**  
**Underground Utilities Department**  
**City of Port St Joe**

**NEW VALVE ACCESS AND DOCUMENTATION**

City inspectors will secure the information and complete the Valve Information Form for all new valves added to the City system. This information will be used to schedule the first maintenance visit within two years of acceptance into the City system.

**RECORD KEEPING:**

Completion of the Valve Information Form is critical each time a valve is accessed. This information will be stored in the City's valve management software database. Once populated with all the valves in the City inventory, the amount of information to be secured each time a valve is accessed will decrease drastically. Your continued dedication to observing the requirements of the City's Valve Exercise Program will reduce downtime and avoid emergency call-outs by detecting potential maintenance needs before they become an emergency.

**VALVE EXERCISING PROGRAM**

**Underground Utilities Department**

**City of Port St. Joe**

**ATTACHMENT "A: - PUBLIC NOTIFICATION FORM**

## **VALVE EXERCISING PROGRAM**

**Underground Utilities Department**

**City of Port St. Joe**

### **PUBLIC NOTIFICATION FORM**

#### **IMPORTANT PUBLIC NOTICE REGARDING YOUR WATER SERVICE FORM**

#### **THE CITY OF PORT ST. JOE UTILITIES DEPARTMENT**

The City of Port St. Joe is implementing a preventative maintenance program to protect the longevity and operation of the City's water system valves. Maintenance procedures require exercising all valves in the City's system to ensure they open and close properly. Continued, reliable operation of the system valve is extremely important. In an emergency, sections of the water distribution system may need to be isolated without delay. During the valve exercising program, customer may experience a temporary interruption of their water service. We ask our customer to be patient and our crew will work to minimize this inconvenience.

During this program, customers may experience discolored water and sediment for a short period of time in areas where valve exercising is being performed. If this occurs, it may be necessary for customers to purge their internal plumbing. Running several of your cold water taps at full force for a period of 2-3 minutes should flush any discolored water from your system. It may be necessary to repeat this process after 30 minutes if the discolored water is still flowing from your tap. An alternative could be to run water outside of your home from a faucet and garden hose to remove most of the discolored water from your system.

Although the water may not look clear, the water is not harmful. However, please refrain from washing clothes in the water until any discolored water has been flushed from your plumbing as it may stain laundry. In the event discolored water causes staining problems, do not place stained laundry in dryer as drying could permanently set any stains. Also using bleach will also permanently set the stain. Rust remover for laundry is available at most grocery and department stores that should remedy the staining.

In some cases, you may experience low water pressure and or low flow volume while valves are being operating. If the condition persists after the exercising, remove and clean the screens in your water faucets as they may have gathered particles during the valve exercising program. If you continue to experience discolored water after 4:00 PM or after crews have been exercising valves in your neighborhood even after purging your plumbing system, please contact the Water Department at (850) 229-8261 or the Gulf County Sheriff's Office at (850) 227-1115 after 5:00pm EST.



**VALVE EXERCISING PROGRAM**  
**Underground Utilities Department**  
**City of Port St. Joe**

**ATTACHMENT "B" – VALVE INFORMATION FORM**

**VALVE EXERCISING PROGRAM**  
**Underground Utilities Department**  
**City of Port St. Joe**

Valve Information Form

Location of Valves Information	YES	NO	COMMENTS
Date of Visit			
Valve ID Number			
Valve Address			
Cannot Locate Valve			
Cross Street			
Valve Use ("W" – water "FM" - Forcemain "RW" – reuse water)			
GPS X Coordinate			
GPS Y Coordinate			
Valve Location (i.e. Approximately 5 feet south of North right of way			

Valve Box Information	YES	NO	COMMENTS
Valve Box Present			
Cover Level at Grade			
Valve Box Misaligned			
Valve is Paved Over			
Valve Box Lid Stuck			
Valve Requires Cleaning			
Other Problems			

Valve Information	YES	NO	COMMENTS
Valve Type (gate, butterfly or Plug)			
Operator ("N" – nut or "H" – Handwheel)			
Valve Use ("M" – main or "H" – hydrant)			
Valve Body Ends ("MJ" – Mechanical joint "F" – flange "PO" -push on joint)			
Visible Leak			

## VALVE EXERCISING PROGRAM

Underground Utilities Department

City of Port St. Joe

### Valve Exercising Form

Exercising Valve Information	YES	NO	COMMENTS
Date of Visit			
Valve ID Number			
Valve Address			
Valve Open at Beginning of Exercising			
100% - All the Way Open			
50% - Partially Open			
0% - Closed			
Valve Open at End of Exercise			
100% - All the way open			
0% - All the way closed			
Valve is Frozen			
Valve Spins Free With Little Torque			
Open Direction ("CW" – clockwise "CCW" - counterclockwise			
Number of Turns to Open or Close			
Torque Applied by Mechanical Operator (foot-pounds)			
Operating Nut Problem			
Main Valve Has By-Pass			
By-Pass Valve Exercised			
Recommended Valve Repairs			
Recommend Valve Replacement			
Other Problems			

## **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 60<sup>TH</sup> Avenue, Miami Lakes, FL 33014, 305-512-3212,

### **2.2 MATERIALS**

#### **A. INTERIOR TANK REPAIR:**

1. Bond Plates: ¼" steel.
2. Bonding 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 2/13/2017**

	Open	Closed	Total	Increase
Unlawful Accumulation	36	2	38	2
Substandard Structure	11		11	
Abandoned Vechicle	4	1	5	
Unlawful Sewer				
Land regulation Violation	1		1	
Business Lic. Violation	0			
Special Master Hearings				
Building Demolition	3		3	
Waste Violation	29	25	54	17
Sign Violation		61	61	13
Total	84	89	173	32