

**July 21, 2020**  
**Regular Meeting**  
**12:00 Noon**  
**App- Zoom**  
**Phone #1-646-876-9923**  
**Meeting ID: 823 7275 0417**  
**Password: 747246**



## City of Port St. Joe

Rex Buzzett, Mayor-Commissioner  
Eric Langston, Commissioner, Group I  
David Ashbrook, Commissioner, Group II  
Brett Lowry, Commissioner, Group III  
Scott Hoffman, 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

12:00 Noon

App- Zoom

Phone # 1-646-876-9923

Meeting ID: 823 7275 0417

Password: 747246

Tuesday July 21, 2020

## Call to Order

## Consent Agenda

### Minutes

- Regular Meeting 7/7/20
- Workshop Meeting 7/7/20

Pages 1-4

Page 5

### City Attorney

- Update

## Old Business

- Coronavirus (COVID-19) Update
  - Resolution 2020-02 - State of Emergency, Currently Still in Place
- Census 2020
  - Contact Info. - 2020census.gov or 844-330-2020
- BCC
  - Transfer Station Request- Update
  - Yard Debris - Update
- DR-420 City Property Taxes and Tentative Millage Rate

Pages 6-7

## New Business

- Washington High Class of 1960- George Davis Jr.
- RFP 2020-06, CDBG Grant Bid Results
  - Grant Update- Bruce Ballister
  - Engineering Task Order
- Washington Gym Use Request- Pioneer Bay CDC
- RFQ 2020-01 Request to Bid for an Architect of Record

Page 8

Page 9

Page 10

### Public Works

- Canopy Quotes

Pages 11-15

### Surface Water Plant

- Update

### Wastewater Plant

- Update

### Finance Director

- FEMA Update

- **Budget Update**

**City Engineer**

- **NRDA Grant- Update**
- **Walking Path FDOT Grant- Update**
- **CDBG Grant- Update**
- **First Street Lift Station and Long Ave.- Update**
- **Commercial District- Water/Sewer Grant Application**

**Code Enforcement**

- **Update**

**Police Department**

- **Update**

**City Clerk**

- **Update**

**Citizens to be Heard**

**Discussion Items by Commissioners**

**Motion to Adjourn**

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF CITY  
COMMISSIONERS FOR THE CITY OF PORT ST. JOE, FLORIDA, HELD AT  
2775 GARRISON AVENUE, July 7, 2020, at Noon.  
Teleconference as allowed under Executive Order 20-69; App – ZOOM;  
Phone 1-646-876-9923, Meeting ID: 87541636941; Password 769348**

The following were present: Mayor Buzzett, Commissioners Ashbrook, Hoffman, Langston, and Lowry. City Manager Jim Anderson, City Clerk Charlotte Pierce, City Attorney Clinton McCahill, and Administrative Assistant Brie Scheibe were also present.

**CONSENT AGENDA**

**Minutes**

A Motion was made by Commissioner Hoffman, second by Commissioner Ashbrook, to approve the Minutes of the Regular Meeting on June 16, 2020, and the Special Meeting of June 30, 2020. All in favor; Motion carried 5-0.

**City Attorney –**

Attorney McCahill did not have anything specific at this time.

**Old Business –**

*Coronavirus (COVID-19) Update – Resolution 2020-02 – State of Emergency Still in Place*

A Motion was made by Commissioner Ashbrook, second by Commissioner Lowry, for the City to apply for the Florida Division of Emergency Management PA Subgrant for DR 4486, Covid-19, if the City qualifies for any assistance. All in favor; Motion carried 5-0.

*2020 Census* – City Manager, Jim Anderson, stated that numbers for Gulf County are still very low and he encouraged everyone to contact the Census and be counted. You may contact the Census Bureau by either social media at 2020census.gov or by calling 844-330-2020. Enumerator training will begin next Tuesday in the Port St. Joe Fire Station for workers.

*BCC*

*Transfer Station Request*

Mr. Tunnell has expressed an interest in leasing the 3.2 acres owned by the City. A cost will need to be determined and the county will receive ½ of the proceeds from the lease, per the legal documents.

Also, per the legal documents, Attorney McCahill contacted the St. Joe Company on June 4, 2020, to see if they are interested in the property and has not received an answer. He notified County Attorney Jeremy Novak and County Administrator Michael Hammond on June 18, 2020, that the property was available but has not received a response from either of them.

A Motion was made by Commissioner Ashbrook, second by Commissioner Lowry, to offer a lease on the property to BCC for \$2,000 per month.

*Yard Debris*

Consensus of the Commission was that the specifics of the contract are not being met and it is time to resolve the issues. Mayor Buzzett, Attorney McCahill, and Mr. Anderson are to meet with Mr. Tunnell concerning the contract.

## **New Business –**

### *Boat Ramp Workshop*

Mr. Anderson reminded the Commission of the workshop today at 5:00 PM.

### *State Budget Update*

Mr. Anderson shared that the Coronavirus has impacted the state budget and many requests have been vetoed by Governor DeSantis.

### *City Budget Update*

Preliminary Budget work has begun and Mr. Anderson noted that the Commission may want to address some of the items vetoed by Governor DeSantis in the upcoming budget.

### *DR-420-City Property Taxes and Tentative Millage Rate*

Mr. Anderson provided a handout of meeting dates for the FY 2020-2021, budget and asked that the Commission consider the millage rate to be established for the next fiscal year. The tentative millage will need to be established this month. The current millage rate is 3.5914.

**Public Works – John Grantland** did not have anything for the Commission.

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

Mr. McClamma shared that two employees were attending a state training class in preparation of one of the employees sitting for their Class C Water License and the other will be sitting for his Class B Water License,

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

Mr. Pettis was running the plant today and Mr. Anderson shared they are running two shifts per day to get the pond level down.

### **Finance Director – Mike Lacour**

#### *Audit Report*

The completed audit for FY 2019-2020 has been received and there were no findings. Mr. Lacour has posted the audit and is waiting on the bound copies.

#### *USDA Grant Agreement – Request to Approve*

A Motion was made by Commissioner Ashbrook, second by Commissioner Langston, to approve the USDA Grant Agreement. All in favor; Motion carried 5-0. This will be for up to \$240,000 and there is a 25% required match for the project. This will be to clean ditches in the City. Mr. Lacour does not anticipate the full amount being needed and the County has confirmed they are responsible for the ditch area from First Street to Fifth Street.

Mr. Lacour noted there were 15 students at the STAC House yesterday. Temperature checks are being performed and release forms completed. The workers are using some of the time for training students about masks.

### **City Engineer – Josh Baxley**

#### *NRDA Grant Update*

Responses were submitted on June 25, 2020, and receipt of the paperwork has been acknowledged. No date has been given for any follow up meetings.

#### *Walking Path FDOT Grant Update*

The design work on this is 75% complete.

#### *CDBG Grant Update*

An Addendum will be going out this week and the bid closing date is July 15, 2020.

#### *First Street Lift Station and Long Avenue Update*

The SRF submittal has been completed and Mr. Baxley is waiting to hear if the project will be heard in August.

#### *Commercial District – Water / Sewer TRIUMP Grant Application*

Mr. Baxley has spoken with Churchwell and they anticipate 6,300 LF of camera work and cleaning of the lines as they go at \$4 per LF. He does not feel that this a viable option and value engineering should be done.

Mr. Baxley has talked with representatives of the R. J. Gorman Company and a work date for the removal of the pilings at the Frank Pate Park Gazebo (City Pier) has not been established. The Commission asked that the start date be after Labor Day. Mr. Baxley will talk with the company about this.

#### **Code Enforcement –**

Attorney McCahill is working on legal issues with the two houses to be demolished. New cases will be going to the Special Magistrate soon.

#### **Police Department – Matthew Herring**

Mayor Buzzett thanked Chief Herring for his service to the City and wished him well in his new job.

#### *Four Way Stop at Long Avenue and Fourth Street*

Chief Herring has spoken with the business owners at this intersection. Two of them would like to see the Four Way Stop removed and one objected to the removal of it. No action was taken on this item.

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

Mrs. Pierce did not have anything to share with the Commission.

#### **Citizens to be Heard –**

*Christy McElroy* stated she felt Chief Herring has been a great leader and an asset for our citizens. She commended Engineer Josh Baxley for the job he is doing as asked if the updates on the NRDA Grant and Walking Path could be put on the City's website.

*David Wentzell* shared his request for improvements on Williams Avenue. Mayor Buzzett noted this issue had been addressed in the PSJRA Meeting held earlier today.

*Chester Davis* requested that Chief Herring and Sheriff Mike Harrison work with the NPSJ Ministerial Alliance on security for their churches.

Mr. Davis asked about the Overlay for NPSJ and Mr. Anderson responded that a Task Order has been given to the City Planner, Ray Greer. He also requested that communications with the Commission be available for incoming groups working on the NPSJ Grants.

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

*Commissioner Ashbrook* asked about funding for Code Violation clean up in the upcoming budget.

*Commissioner Lowry* did not have anything else to discuss with the Commission.

*Commissioner Langston* noted he is seeing more people in the community wearing masks and he appreciates everyone trying to be safe. He is concerned about those coming to town not wearing masks and asked that business owners encourage everyone in their store to wear a mask.

*Commissioner Hoffman* requested an update on the resurfacing of the tennis courts. Mr. Lacour has the quotes and will have them available for the next meeting.

He also asked about the response from BCC concerning picking up the dumpster each day at the fish cleaning station. Mr. Anderson responded that the dumpster would be picked up Monday – Friday.

*Mayor Buzzett* noted the continuing improvements since Hurricane Michael. He shared there had been a ribbon cutting yesterday for a new medical facility here, other entities are preparing to reopen, and a major chain has requested information on a site next to Gant's BBQ.

**Motion to Adjourn –**

There was no other business to come before the Commission and Mayor Buzzett adjourned the meeting at 1:10 P.M.

Approved this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

\_\_\_\_\_  
Rex Buzzett, Mayor

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**FRANK PATE PARK BOATRAMP WORKSHOP FOR THE BOARD OF CITY COMMISSIONERS FOR THE CITY OF PORT ST. JOE FLORIDA HELD AT 2775 GARRISON AVENUE, July 7, 2020, at 5:00 P.M.**

**Teleconference as allowed under Executive Order 20-69; App – ZOOM; Phone 1-646-876-9923, Meeting ID: 88002919010; Password 424404**

The following were present: Mayor Buzzett, Commissioners, Hoffman, and Lowry. City Manager Jim Anderson, City Clerk Charlotte Pierce, Attorney Clinton McCahill, Administrative Assistant Brie Scheibe, Chief of Police Matt Herring, and Lieutenant Jake Richards were also present. Commissioner Langston joined the meeting at 5:06 P.M. and Commissioner Ashbrook was absent.

The purpose of this meeting was to discuss improvements for receiving payment to launch boats, stickers, and signage.

**Agenda**

*City Boat Ramp*

Mayor Buzzett provided a handout of Workshop Meeting discussion items. Mike Lacour provided a packet on automated pay stations.

Dr. Dusty May presented his thoughts and suggestions to the Commission.

After a lengthy discussion on concerns at the boat ramp, consensus was to consider providing new, explicit, signage; a surveillance camera; proper posting of stickers / permits; provide a monthly revenue statement for funding received from the boat ramp in the Commission Agenda; begin the education of the new process with enforcement coming on October 1, 2020; Attorney McCahill is to provide language for an enforcement mechanism, and Mr. Lacour is to obtain information on how fees are collected where programs are already established.

**Citizens to be Heard**

No one wished to address the Commission.

**Discussion Items by Commissioners**

*Commissioner Langston* feels that the City needs to get control of this issues and penalize those who do not comply.

*Commissioner Hoffman* supports the use of a collection machine and updated signage.

**Motion to Adjourn**

Mayor Buzzett thanked everyone for attending the Workshop and adjourned the meeting at 6:00 P.M.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Rex Buzzett, Mayor

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date



Home Property

Taxes

Production

Region (Role=

Principal Authority) (User= TRIM Return To Levies Utilities For OK TA33003) (Year=2020) (County=33)  
DR-420 DR-420 TIF DR-420 MMP

Form: DR-420.aspx County: GULF Principal Authority ID: 256 Taxing Authority ID: 256  
Levy ID: 322 MultiCounty ID: 0

Entity	Description	Type	County
Principal Authority	CITY OF PORT ST JOE	City	33
Taxing Authority	CITY OF PORT ST JOE	Principal Authority	33
Levy	GENERAL FUND	Local	33

Status 420: (5) Principal Authority 420 In Progress Status 422: (1) Property Appraiser 422  
Assigned

Don't forget to complete the DR-420TIF and DR-420MMP forms.

- Record Updated Successful
- Proposed Millage should match on DR-420 and DR-420 MMP forms.

Save

Back

Print PDF

Print All PDFs

Millage cap

DR-420 Form Section I			
1.	Current year taxable value of real property for operating purposes	1.	\$ 303,108,047
2.	Current year taxable value of personal property for operating purposes	2.	\$ 20,372,196
3.	Current year taxable value of centrally assessed property for operating purposes	3.	\$ 360,341
4.	Current year gross taxable value for operating purposes (Line 1 plus Line 2 plus Line 3)	4.	\$ 323,840,584
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	5.	\$ 8,815,281
6.	Current year adjusted taxable value (Line 4 minus Line 5)	6.	\$ 315,025,303
7.	Prior year FINAL gross taxable value (From prior year applicable Form DR-403 series)	7.	\$ 287,774,429
8.	Number of TIF Work Sheets	8.	1
9.	Number of DEBT Work Sheets	9.	0

**DR-420 Form Section II**

10.	Prior year operating millage levy (if prior year millage was adjusted then use adjusted millage from Form DR-422.)	10.	3.5914
11.	Prior year ad valorem proceeds (Line 7 multiplied by Line 10 divided by 1000)	11.	\$ 1,033,513
12.	Amount, if any, paid or applied in prior year because of an obligation measured by a dedicated increment value (Sum of either Line 6c or Line 7a for all DR-420TIF forms)	12.	\$ 0
13.	Adjusted prior year ad valorem proceeds (Line 11 minus Line 12)	13.	\$ 1,033,513
14.	Dedicated increment value, if any (Sum of either line 6b or Line 7e for all DR-420TIF forms)	14.	\$ 0
15.	Adjusted current year taxable value (Line 6 minus Line 14)	15.	\$ 315,025,303
16.	Current year rolled-back rate (Line 13 divided by Line 15, multiplied by 1,000)	16.	3.2807
17.	Current year proposed operating millage rate	17.	3.5914
18.	Total taxes to be levied at proposed millage rate (Line 17 multiplied by Line 4, divided by 1,000)	18.	\$ 1,163,041
21.	Is millage levied in more than one county? (check one)	21.	<input type="radio"/> Yes <input checked="" type="radio"/> No
DEPENDENT SPECIAL DISTRICTS AND MSTUs STOP HERE			
22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. (The sum of Line 13 from all DR-420 forms)	22.	\$ 1,033,513
23.	Current year aggregate rolled-back rate (Line 22 divided by Line 15, multiplied by 1,000)	23.	3.2807
24.	Current year aggregate rolled-back taxes (Line 4 multiplied by Line 23, divided by 1,000)	24.	\$ 1,062,424
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. (Total of Line 18 from all DR-420 forms)%	25.	\$ 1,163,041
26.	Current year proposed aggregate millage rate (Line 25 divided by Line 4, multiplied by 1,000)	26.	3.5914
27.	Current year proposed rate as a percent change of rolled-back rate (Line 26 divided by Line 23, minus 1, multiplied by 100)	27.	% 9.47

Save

Print PDF

Print All PDFs

Almost 13%  
increase in value

7

1 mil = 323840  
Based on current values

133k

## Jim Anderson

---

**From:** Jones, Philip <pajones@Dewberry.com>  
**Sent:** Wednesday, July 15, 2020 3:58 PM  
**To:** Jim Anderson  
**Cc:** Charlotte Pierce; Baxley, Joshua; Harrell, Sharon; Hinote, Jeffery; Bruce Ballister  
**Subject:** CDBG Sewer Rehabilitation Phase III

Jim,

As you know we just opened three bids for the referenced project as follows:

	<u>BIDDER</u>	<u>Total Base Bid</u>
1.	Vortex Services LLC	\$697,800.00
2.	Gulf Coast Underground, LLC	\$448,925.76
3.	BLD Services	\$649,150.00

I have reviewed the apparent low bid submittal of Gulf Coast Underground and everything is in order. We will have the bids forms scanned, tabulated, and the originals returned to you as soon as possible. GCU is a competent contractor in this specialized rehabilitation work and I would not hesitate to award them this project if the City desires.

Thanks,

Philip A. Jones, PE, BCEE  
Associate Vice President  
Dewberry  
324 Marina Drive  
Port Saint Joe, FL 32456  
850.571.1210 direct  
850.227.7215 fax  
850.227.6559 mobile  
[www.dewberry.com](http://www.dewberry.com)

Visit Dewberry's website at [www.dewberry.com](http://www.dewberry.com) If you've received this email even though it's intended for someone else, then please delete the email, don't share its contents with others, and don't read its attachments. Thank you.



Dewberry Engineers Inc.  
324 Marina Drive  
Port Saint Joe, FL 32456

850.227.7200  
850.227.7215 fax  
www.dewberry.com

July 13, 2020

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

RE: CDBG Sewer Improvements Phase III  
Professional Services Proposal

Dear Mr. Anderson,

Dewberry Engineers Inc. (DEI) is pleased to provide this proposal for professional services. It is our understanding the City would like DEI to provide Engineering Services during construction for the referenced project.

The following list defines the services that will be provided in order to complete this project:

A. DESIGN, BIDDING AND CEI SERVICES

- Conduct Pre-Construction Conference;
- Review Shop Drawings and Submittals;
- Review Pay Requests;
- Provide Limited Inspection Services;
- Certify Completion; and
- Provide Close-out Services.

**TOTAL PROPOSED FEE: \$25,000.00**

The following services are not included in this proposal:

1. Environmental Resource Permitting
2. Resident Inspection Services
3. FDOT Permitting

We appreciate the opportunity to provide engineering services for the City of Port St. Joe. If this proposal is acceptable, please sign in the space provided below. Should you have questions or need additional information, please give me a call at 850.571.1210.

Sincerely,  
**DEWBERRY**

Philip Jones, P.E., BCEE  
Associate Vice President

Accepted by: Jim Anderson, City Manager

Date: \_\_\_\_\_

Cc: Ms. Melissa Ramsey, PMD ([mramsey@dewberry.com](mailto:mramsey@dewberry.com))  
Mr. Josh Baxley, P.E. ([jbaxley@dewberry.com](mailto:jbaxley@dewberry.com))



Date: 1 July, 2020

#### BOARD OF DIRECTORS

Willie Ash (*Chair*)  
Marquita Thomkins (*Treasurer*)  
Ly'Tonya Gainer (*Secretary*)  
Chester Davis  
George Davis  
Marvin Davis  
Iris Gathers  
Lynn Peters Lewis  
Cheryl Steindorf

To the Port St Joe City Commission or to whom it may concern,

The Pioneer Bay Community Corporation is requesting your approval to utilize the Washington Gymnasium facility to distribute and store emergency hygiene supplies for approximately 80 seniors in Port St .Joe. The Food Distribution Security Program is currently funded through a generous grant from the Jessie Ball DuPont Fund to the Pioneer Bay Community Development Corporation, a 501(c) 3 not-for-profit organization. It is our sincere desire that the City of Port St Joe will allow the use of this facility to distribute foods to our most vulnerable citizens, for a period of 6 Months (Ending 31 Dec, 2020). The Pioneer Bay community Development Corporation will be responsible for ensuring the building is secured after use and custodial requirements are maintained.

#### BUSINESS ADDRESS

282 Avenue D  
Port St Joe, FL 32456

Employer ID: 84-1674649

#### MAIL ADDRESS

PO Box 941  
Port St Joe, FL 32457

Respectfully

Willie Ash Jr.

Chair PBCDC



Bliss Products and Services, Inc  
6831 S. Sweetwater Rd.  
Lithia Springs, GA 30122  
(800) 248-2547  
(770) 920-1915 Fax

Quote # **52336**

Sales Rep: Ron Harley  
ron@blissproducts.com  
O: (850) 661-1018  
C: (800) 248-2547

City of Port St. Joe

Date 6/26/2020 Project New Shade Structure  
- MATERIAL ONLY

**Bill To**  
City of Port St. Joe  
305 Cecil G. Costin Sr. Blvd  
Port St. Joe, FL, 32456

**Ship To**  
City of Port St. Joe

**Contact**  
John Grantland  
Director Of Public Works

**Approximate Ship Date**

**Ship Via**

**Terms**  
Net 30

Vendor	Part #	Description	Qty	Unit Price	Extended Price
ULT-SHD	HP1834S-8-FB-IG-QR	Rectangular HIP 18'x34' shade with 8' eave height, in-ground installation, easy-glide elbows, powder-coated structure. Colors TBD.	1	\$5,206.00	\$5,206.00
ULT-SHD	ENGINEERING	Signed and sealed Engineering drawings and footing calculations	1	\$945.00	\$945.00

		<b>Sub Total</b>	\$6,151.00
		<b>Freight</b>	746.00
		<b>Tax</b>	0.00
<b>Taxable Subtotal</b>	\$6,897.00		

Financing as low as **\$171.05** / month may be available pending credit approval.

**Grand Total** \$6,897.00

Quote valid for 30 days unless otherwise noted.

Sales tax exempt certificate will be required for exemption. All orders are subject to approval and acceptance by the manufacturer. Deposits may be required. Add 3% to total for charge card transactions. Manufacturing lead times will not begin without an actual shipping address, color and mount selection, approved purchase order or fully executed contract. Customer will need to coordinate with freight carrier if unloading or inside delivery is required. Damaged or missing parts must be noted on the bill of lading at the time of delivery. A finance charge of 1.5% per month will be added to all invoices past due. Return items are subject to manufacturer's policies and may result in freight and restocking fees.

Signed quote will not be accepted for orders over \$500.

Complete Terms and Conditions can be found at <https://blissproducts.com/terms-conditions/>



**Bliss Products and Services, Inc.**  
**Terms and Conditions Applying to the Sale of Goods and Services**

**Customer:** City of Port St. Joe

**Address:** 305 Cecil G. Costin Sr. Blvd  
Port St. Joe, FL, 32456

**Date:** 26 June 2020

**Quote Number:** 52336

**Amount:** \$6,897.00

These Terms and Conditions constitute a material part of the agreement between Bliss Products and Services, Inc. ("Bliss") and Customer. Bliss objects to, and does not agree to be bound by, any documentation Customer submits to Bliss. These Terms and Conditions supersede any inconsistent terms and conditions in any documentation Customer submits to Bliss.

**A. Definitions**

1. "Customer" means the party identified above placing the order to which these Terms and Conditions are attached.
2. "Goods" or "Services" means the items or services for which Customer has placed order with Bliss Products and Services.
3. "Supplier" refers to the manufacturer or vendor that provides to Bliss Products and Services the Goods or Services required to fulfill Customer's purchase order and complete Customer's project.

Bliss does not guarantee shipping dates and is not liable for late deliveries.

**B. Payment Terms**

1. Customer shall pay all invoices in full within 30 days of the date of Bliss's invoice unless Bliss agrees otherwise in writing. Bliss reserves the right to charge Customer interest in the amount of 1 ½ % per month on the unpaid balance of any invoice.
2. Customer may dispute in good faith the amount of any invoice by providing Bliss with a written notice describing the basis of its objection and the amount Customer is disputing. Bliss must receive this notice no later than close of business (5 p.m. Eastern time) on the 7<sup>th</sup> calendar day after Bliss or its designee or Supplier delivers and/or, if applicable, installs the Goods or Services to the location Customer specified in its purchase order. In addition, Customer must pay to Bliss all undisputed invoiced amounts in accordance with these payment terms.
3. Customer shall reimburse Bliss for the reasonable costs of any successful action to collect past due invoices or other fees or charges.

2. **DAMAGE TO GOODS IN TRANSIT.** Customer shall note any damage to Goods that occurs in transit on the freight bill presented by the delivering common carrier. Customer must make any claims for damage to Goods in transit directly to the delivering common carrier according to the carrier's policies and procedures. Bliss is not responsible and disclaims any liability for damage to Goods in transit.

**C. Quotes and Change Orders**

Bliss reserves the right to increase a previously quoted price when the Customer requests any change in the Goods or Services described on Customer's purchase order, including changes in the number or types of Goods and a change in delivery date.

3. **PROCESS TO RETURN GOODS.** The only returns of Goods Bliss will accept are either stock items or non-stock items the Supplier will accept on return. Customer may not return any Goods without first obtaining a written authorization from Bliss. Customer must return all Goods in new and unused condition within 30 days of the date of the return authorization. Bliss will not accept the return, and will refuse delivery of any Goods without a written authorization by Bliss. Customer must pay a restocking charge as determined by Bliss, which will not exceed 10 % of the invoiced prices, and Customer shall prepay all freight charges in connection with returning Goods. Bliss will issue a credit for freight charges when it makes incorrect shipments. **CUSTOMER MAY NOT CANCEL OR RETURN SPECIAL ORDERS.**

**E. Cancellation**

Due to the nature of the Goods and Services Bliss sells, Customer may not cancel any order after it is confirmed by Bliss without first requesting a written authorization from Bliss. Bliss will authorize a cancellation only on the following conditions:

1. Customer must pay all costs, charges, and expenses incurred by Bliss in connection with fulfilling the order, including any charges and fees charged by the Supplier of the Goods listed on the Customer's purchase order ("Cancellation Costs")
2. Bliss will issue an invoice to Customer itemizing the Cancellation Costs, which will be due 5 business days after Bliss is required to pay the Supplier of the cancelled Goods.

**D. Delivery/ Loss or Damage to Goods**

1. **TITLE, DELIVERY, AND RISK OF LOSS OF GOODS.**  
Unless otherwise specified delivery points and charges shall be the F.O.B. point specified by Customer, but title to the Goods and risk of loss or damage in transit or thereafter shall pass to Customer when Bliss delivers the Goods to a common carrier for shipment. Customer must deal directly with the common carrier regarding shipping dates and late deliveries;

**F. DISCLAIMER OF WARRANTY**

**BLISS OFFERS NO WARRANTIES, EXPRESS OR IMPLIED, OF THE GOODS IT SELLS. CUSTOMER MUST LOOK SOLELY TO THE SUPPLIER OF THE**

**GOODS FOR WARRANTIES OF THE GOODS  
CUSTOMER PURCHASES.**

**G. LIMITATION OF LIABILITY**

In no event shall Bliss be liable for

1. lost profits or indirect, consequential, incidental, special or other similar damages arising out of or in connection with the supply, installation, functioning, or use of the Goods, including accidents, regardless of the theory on which the claim is based; or
2. any claim by Customer arising out of or based upon the performance, non-performance, or delay in delivery of or defect in the Goods or Services.

**H. Customer's Indemnification of Bliss**

Customer shall indemnify and defend Bliss from any claim or loss, including reasonable attorney's fees, arising from or relating to any allegation or claim by any third party based on or arising out of one or any combination of the following: (1) Customer's installation of the Goods and any materials Customer provides in connection with the installation; (2) the use of the Goods by Customer or its invitees or guests; or (3) Customer's maintenance of the Goods.

**I. Set-off**

Customer has no right of set-off or deduction.

1. Customer must pay all costs, charges, and expenses incurred by Bliss in connection with fulfilling the order, including any charges and fees charged by the Supplier

of the Goods listed on the Customer's purchase order ("Cancellation Costs")

2. Bliss will issue an invoice to Customer itemizing the Cancellation Costs, which will be due 5 business days after Bliss is required to pay the Supplier of the cancelled Goods.

**J. Credit Approval and Accuracy of Information**

All orders are subject to current credit approval. From time to time, Bliss may review Customer's creditworthiness. Customer shall provide Bliss with all credit information Bliss reasonably requests. Customer covenants that all information it provides shall be true and correct, and that Customer shall not omit any information necessary to make such information not misleading. Bliss may refuse to accept an order or refuse shipment if at any time Customer does not meet Bliss's current credit requirements.

**K. Pricing, Payment, and Acceptance of Shipment**

Bliss may change the price of any order that Customer does not accept for delivery within 90 days of the quotation date. Bliss reserves the right to invoice Customer for and Customer shall pay an amount equal to 90% of the contract price for any Goods Customer does not accept for delivery in a reasonable amount of time after fabrication.

**L. Applicable Law**

This document and any subsequent contract referred to herein shall be governed by and construed in accordance with the laws of the State of Georgia, including the Georgia Uniform Commercial Code.

Customer has duly authorized the person signing below to enter into this agreement, making it a valid and binding commitment of Customer.

**Acknowledged and agreed:**

**Customer's Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
**Street name & number**

\_\_\_\_\_  
**City, State, Zip code**

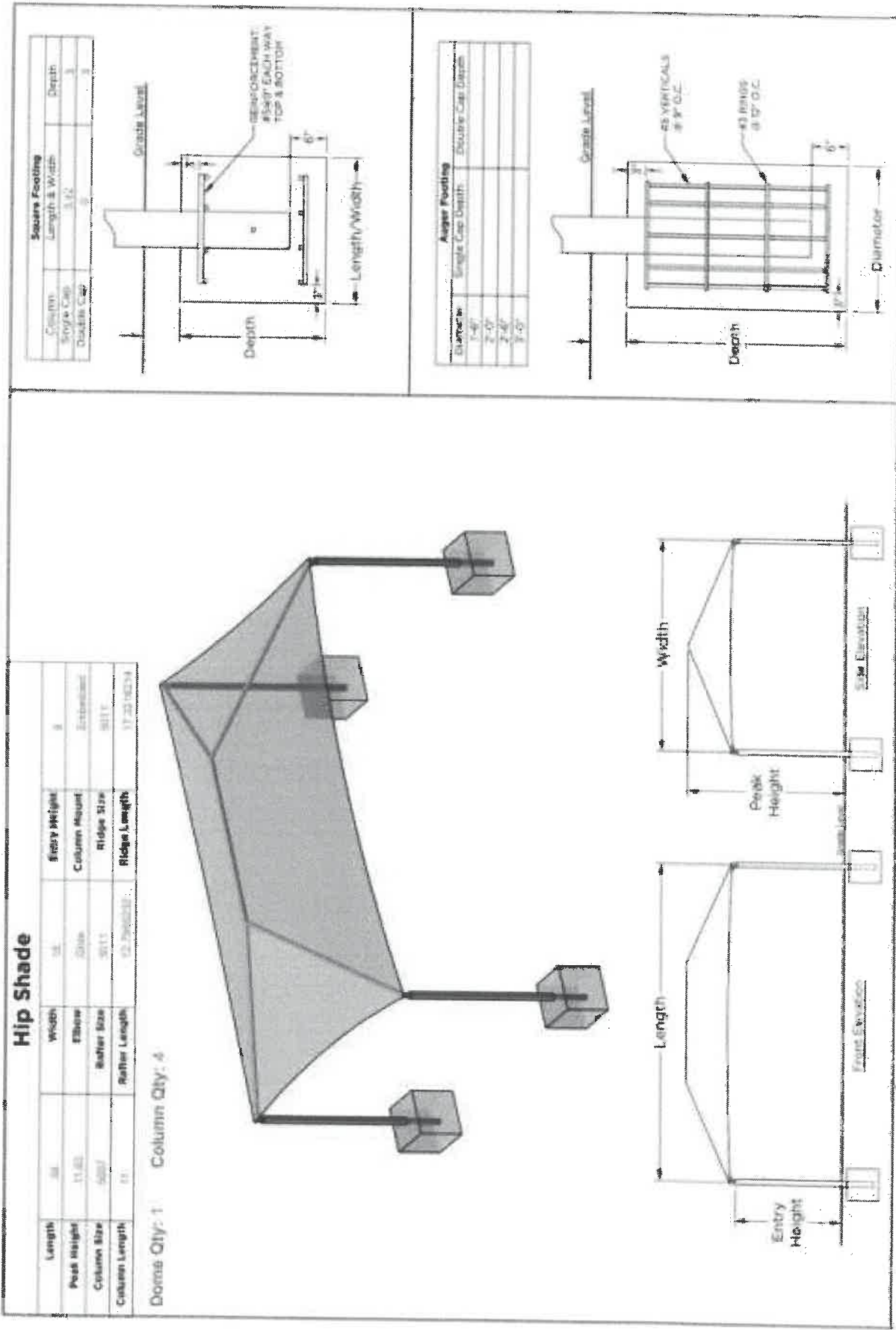
**By:** \_\_\_\_\_

**Printed name:** \_\_\_\_\_

**Title:** \_\_\_\_\_



# Proposed shade for Port St. Joe



Bliss Products & Services, Inc.

# OPTIONS

All fabric colors are California State Fire Marshal certified, unless noted.

## OPTIONS

### ULTRASHADE FABRIC FEATURES

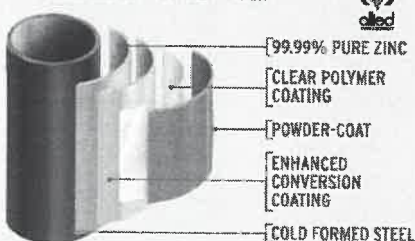
Stitched with PTFE Fiber, UV stabilized thread that will not fade or deteriorate

- Mildew and rot resistant
- Maintain color in all weather conditions
- Rachel-knit sewing technique that prevents frays or unraveling
- Provide up to 98% UV Block and 98% shade with temperature reductions of up to 30 degrees
- Meet or exceed ASTM E84 Class A testing, NFPA 701 Large Scale testing
- Porous fabric provides free airflow, allowing hot air to escape
- 100% recyclable
- All fabric corners are reinforced with extra non-tear cloth and strap to help distribute loads and prevent failure.

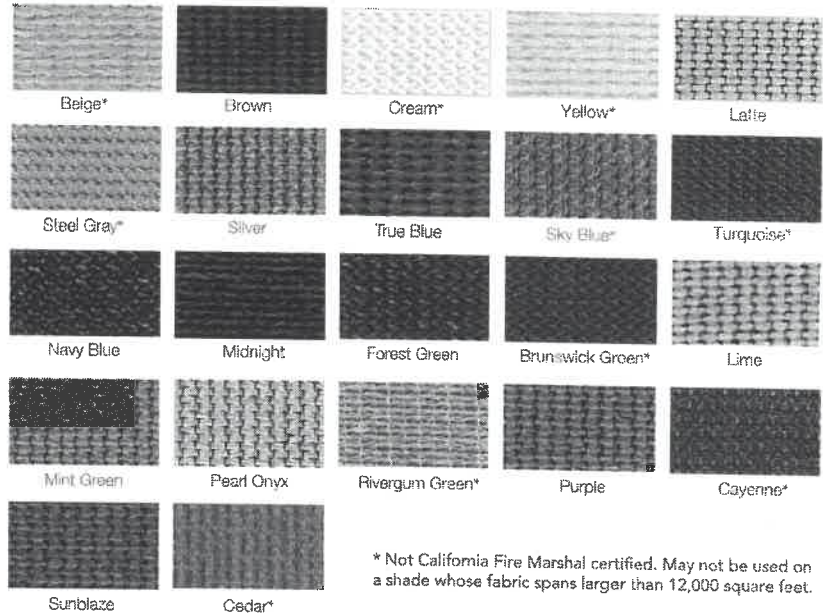
### STRUCTURAL INFORMATION

- Engineered to withstand wind gusts up to 90 mph with fabric and up to 150 mph with fabric removed
- Structures are free of sharp edges and corners.
- Galvanized cables (aircraft quality)
- Pre-galvanized structural steel Flo-Coat tubing
- Steel and bolts meet ASTM guidelines (stainless steel or galvanized).
- A500 carbon steel tubing may be used for larger structures
- All steel members have TGIC polyester powder-coat
- Zinc rich primer is applied with a 1-2 mil thickness

Standard Powder-Coat



### FABRIC COLOR OPTIONS



\* Not California Fire Marshal certified. May not be used on a shade whose fabric spans larger than 12,000 square feet.



NFPA 701

ASTM E84 TESTING

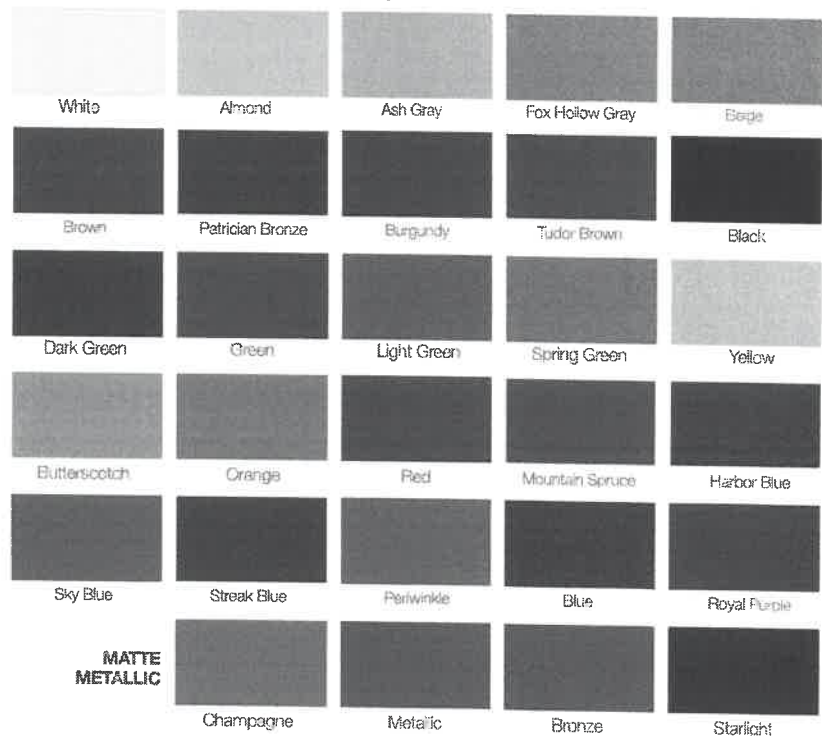
UP TO 98% UVR PROTECTION

100% RECYCLABLE

SABS APPROVED

certified BEE rating

### POWDER-COAT COLOR OPTIONS



UltraShade 1.800.458.5872 11