

June 19, 2012

****Commission Reception****
5:00 P.M.

Regular Public Meeting
6:00 p.m.

Commission Chamber
City Hall
Port St. Joe, Florida



City of Port St. Joe

Mel Magidson, Mayor-Commissioner
Bill Kennedy, Commissioner, Group I
Bo Patterson, Commissioner, Group II
Phil McCroan, Commissioner, Group III
Rex Buzzett, Commissioner, Group IV

[All persons are invited to attend these meetings. Any person who decides to appeal any decision made by the Commission with respect to any matter considered at said meeting will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The Board of City Commission of the City of Port St. Joe, Florida will not provide a verbatim record of this meeting.]

BOARD OF CITY COMMISSION

Regular Public Meeting
6:00 p.m.
City Hall
Commission Chamber
Tuesday June 19, 2012

Call to Order

Consent Agenda

Minutes

- June 5, 2012 Workshop Page 1
- June 5, 2012 Regular Meeting (Monday Delivery)
Special Meeting June 15, 2012

Swearing In of New Elected Official

City Attorney

- Marina Pennington Contract Renewal Page 2-3
- Gulf Pines Hospital Site Appraisal- Update

City Manager Report

Old Business:

- CDBG Grant Application- Bruce Ballister
 - Fair Housing Public Hearing
- Centennial Building Upgrades- Dave Ashbrook
- Lighthouse Facilities
- Fireworks
- North Florida Child Development- Update Page 4
- Soccer Complex
- Chipola Pump Station Inspection- Update
- Brownfield Clean-up Grant- Update

New Business:

- Sick Leave Payout- Clarence Hogue Page 5
- 2012-2013 Budget- Update

Public Works

- Update

Surface Water Plant

- Update

Waste Water Plant

- Update

City Engineer

- Headworks and Sprayfield Project- Update
- Change Order #4 Headworks and Sprayfield
- Water Distribution System Upgrades Phase I- Update

Page 6

Page 7-8

Code Enforcement

- Update

Page 9

Police Department

- Dispatch Contract

Pages 10-16

PSJRA

- Update

City Clerk

- Update

Citizens to be Heard

Discussion Items by Commissioners

Motion to Adjourn

MINUTES OF THE WORKSHOP MEETING OF THE BOARD OF CITY COMMISSIONERS FOR THE CITY OF PORT ST. JOE, FLORIDA, HELD IN THE COMMISSION CHAMBER AT CITY HALL, June 5, 2012, AT 5:00 P.M.

The following were present: Commissioners Buzzett, Gingell, Patterson and Kennedy. City Manager Jim Anderson, Attorney Tom Gibson, City Clerk Charlotte Pierce, Wastewater Treatment Plant Supervisor Lynn Todd, Chief Electrician Bob Lyles, Kevin Pettis and Preble-Rish Engineers Willie Payne and Clay Smallwood were also present. In the absence of Mayor Magidson, Mayor Pro tem Buzzett chaired the meeting.

This Workshop is a follow up to the Workshop Meeting of May 15, 2012, to discuss the needs and wish list at the Headworks and Sprayfield.

The Owner's Contingency with the State Revolving Fund Grant was \$352,454.00. Of this amount, \$36,034.58 has been submitted to SRF for payment and a charge of \$25,053.33 will be submitted. Currently, there is \$281,366.09 in the Remaining Contingency. The desired work by Wastewater Staff totals \$132,000.00. Estimates of the Unaddressed Needs totals \$194,000.00.

\$150,000.00 has been placed in a segregated account for the cleanup of the Headworks as part of the Arizona Chemical Closeout Agreement. After review, the funds could be utilized to make the additional upgrades to the Wastewater Plant, since the Headworks cleanup is covered in the initial scope of work.

After a discussion by the Commission, it was requested that SRF be contacted to see if additional items under the Scope of Work (plug pipes in lagoon, install Grinder w/Electrical, Emergency Back-Up Power for the Existing WWTP, estimated cost from Progress Energy Power for Stormwater Pump Station power and PCBs in Transformers at Primary) and could be bid out to obtain a better price.

A handout, consisting of a letter and picture, was provided by Mr. Lyles concerning the backup power for the Wastewater Treatment Plant. It is the opinion of the Wastewater Treatment Plant Staff that the proposed connections from the WWTP Sprayfield electrical switchgear to our existing facilities and the connection from Progress Energy to the Stormwater Lift Station will do away with most of the problems of the Dewatering Building and provide our facility with backup power where it is needed. Staff believes it is necessary and should proceed. Alternatives to the backup plan were requested that would be a cost savings to the City.

Willie Payne presented archive drawings of the lagoon and explained the need to plug the pipes in the lagoon to prevent a catastrophic spill from the lagoon.

The Unaddressed Needs will be discussed after it has been determined how much of the \$150,000.00 will be needed for the cleanup of the Headworks.

Mayor Pro tem Buzzett adjourned the meeting at 5:42 P.M.

Approved this _____ day of _____ 2012.

Mel C. Magidson, Jr., Mayor

Charlotte M. Pierce, City Clerk

MINUTES OF THE REGULAR MEETING OF THE BOARD OF CITY COMMISSIONERS FOR THE CITY OF PORT ST. JOE, FLORIDA, HELD IN THE COMMISSION CHAMBER AT CITY HALL, June 5, 2012, AT 6:00 P.M.

The following were present: Commissioners Buzzett, Gingell, Patterson and Kennedy. City Manager Jim Anderson, City Attorney Tom Gibson, and City Clerk Charlotte Pierce were also present. In the absence of Mayor Magidson, Mayor Pro tem Buzzett chaired the meeting.

Consent Agenda

Minutes:

A motion was made Commissioner Gingell, seconded by Commissioner Kennedy, to approve the Minutes of the May 15, 2012, Workshop and Regular Meeting. All in Favor; Motion carried 4-0.

Regular Agenda

City Attorney, Tom Gibson

Comprehensive Plan Amendment, Port Planning Area Ordinance 480

A motion was made by Commissioner Gingell, second by Commissioner Patterson, to have the Second Reading of Ordinance 480. All in Favor; Motion carried 4-0.

A motion was made by Commissioner Gingell, second by Commissioner Kennedy, to adopt Ordinance 480. All in Favor; Motion carried 4-0.

Homeless Shelter Ordinance

Mr. Gibson has been meeting with the county attorney and their committee to address the Homeless issue in Gulf County. The group will refer their document to the Gulf County PDRB to be reviewed. The City will need to redefine our definition of a nuisance and delineate what can and cannot be done in City parks and property within the City limits. The Commission requested that the completed ordinance be reviewed by the City's PDRB in July before being submitted to the Commission for their approval.

Gulf Pines Hospital Site Appraisal

The appraisal has been completed and Mr. Gibson will forward the report to the IRS when it is received.

City Manager Report

Old Business:

Centennial Building Acoustics, Eric Davidson

Mr. Davidson gave an update of the sound measurements he has been taking at Centennial Building events. He has two remaining functions to monitor and anticipates having a recommendation and cost projection in three to four weeks.

Lighthouse Facilities – Delayed until Mayor Magidson's arrival.

Fire Works

The County and TDC will each contribute \$5,000 to provide fireworks for July 4, 2012. Commissioner Patterson motioned for the City to also contribute \$5,000 for the fireworks. The motion died for the lack of a second. The City will be doing the logistics for the fireworks and providing police support. It was noted that there was to have been a fundraising effort for 2012 rather than have to contribute municipal funds.

IT Contract

After discussion on when travel time starts and continuing the contract with the current provider until a new contract is signed, a motion was made by Commissioner Gingell, second by Commissioner Patterson, to rebid the contract. All in Favor; Motion carried 4-0. The new RFP is to be very specific in what services are included and staff was directed to require Liability Insurance by the provider.

Buffer Preserve Public Meeting Notice

Mayor Pro tem Buzzett requested that the City have representation at the meeting on June 16, 2012, at 6:00 P.M.

ADA Compliance Update, Bruce Ballister

The Field of Dreams road has been completed but several punch list items need to be addressed.

The Notice to Proceed has been issued and negotiations are going on to reduce the 180 days allowed for completion to 150.

Mr. Ballister has made the contractor aware that the Centennial Building Restrooms need to be completed in a timely manner. This is a revenue source for the City and he has asked that the renovations be made within the allotted time.

Mayor Magidson joined the meeting at 6:20 P.M.

CDBG Grant Application Update, Bruce Ballister

The North Port St. Joe Water Project Survey is nearing completion. Several houses that are less than 100' to the proposed new water line cannot be included in the project funding. Mr. Ballister made the Commission aware of this issue and asked for their assistance in covering these costs. This would provide service to the residents and the City's contribution would be considered as a match contribution.

Mr. Ballister announced that there will be a Fair Housing Workshop on June 19, 2012, during the regular Commission Meeting.

Commissioner Kennedy asked about the lack of progress on the North Florida Child Development Field of Dreams Project. There has been a glitch in the NFCD's funding but it has been resolved, deliveries are being made and the contractor is remobilizing.

Lighthouse Facilities – Mayor Magidson

Mayor Magidson is working to promote the relocation of the Cape San Blas Lighthouse Complex to town. He taped an interview with WJHG-TV on Monday that is to be on their website. The Mayor has been communicating with FL Lighthouse President, Ken Smith, and others to come up with viable ways to accomplish the moving of the lighthouse complex. The Air Force is working to

transfer the ownership to the City. The City has received an offer from Ponce Inlet Lighthouse to be responsible for removing, restoring, and reinstalling the lens and clock works.

New Business:

Recycle bins

Commissioner Kennedy expressed his displeasure with the service received for the recycling program. The collection point on Eighth Street is a disaster, the schools never received their recycle container and he would like for staff to discuss these issues with Waste Pro.

Mr. Anderson stated that he has a scheduled meeting with Waste Pro tomorrow and these issues will be addressed.

Chipola Pump Station Inspection – RFP 2012-03

A motion was made by Commissioner Buzzett, second by Commissioner Gingell, to award the contract to Gilbert Pump in the amount of \$8,750.00 and to allow up to an additional \$10,000 for work and or parts that might be needed rather than have to call a Special Meeting to approve the expenditure. All in Favor; Motion carried 5-0.

Street Dance

Commissioner Gingell motioned, Commissioner Patterson second, to approve the request from Gulf County Commissioner Tan Smiley to hold the annual Fourth of July Street Dance from 9:00 P.M. July 3rd until 2:00 A.M. July 4th, 2012. Commissioner Smiley has a committee that will be helping him and the logistics will be the same as last year. All in Favor; Motion carried 5-0.

City Projects – Commissioner Gingell

Commissioner Gingell would like to ensure that the WorkForce Board is used when hiring new employees. Their decision would be unbiased and this would eliminate numerous rumors as to how and why people are hired.

Mayor Magidson stressed that we have used the WorkForce Board in the past and would continue to do so.

Commissioner Gingell is concerned that when projects are planned there is not an adequate forensic trail on how the project was planned, how the money is spent, by whom, the operation of the project and how phase out will be accomplished. She requested that the City explore the possibility of having a better forensic audit trail on projects.

Roof Top Signs – Commissioner Gingell

The Bay Artiques Business has closed. When their business was established, the existing sign was grandfathered in, and when the business closed, their sign was not removed. Mark Harris has relocated his business, Bow Wow Beach Shop, to the building and would like to use the same sign. The sign is considered a roof top sign and based on the Land Development Regulations, is not allowable. After a discussion, it was recommended that Mr. Harris request a Special Exception from the Planning Development Review Board.

The Port St. Joe Redevelopment Association's Façade Grant Program is still available and Gail Alsbrook suggested that Mr. Harris talk with them about a sign.

Public Works – John Grantland

Road Striping Project

Mr. Anderson has spoken with Gulf County Administrator Don Butler and Commissioner Tan Smiley about various roads in the City that are in need of striping. Preble Rish has completed a Striping Plan for the City. Staff is reviewing options of solid lines vs skip lines as a cost savings measure. Mr. Grantland's recommendation is that First Street, Garrison and Long Avenues be given priority. He advised that there is approximately \$4,100.00 available from Road Bond Money which would be about half the cost of the estimated expense.

Commissioner Kennedy would like for each Commissioner to review the list and offer their recommendation.

Mr. Grantland made the Commissioners aware that Sam Buccieri has submitted his Letter of Resignation effective June 8, 2012. This will create an opening in the Public Works Department and a replacement needs to be hired.

Surface Water Treatment Plant – Larry McClamma

A motion was made by Commissioner Kennedy, second by Commissioner Gingell, to purchase two F-150's at a cost of \$14,232 each. These funds are in the budget. All in Favor; Motion carried 5-0.

Wastewater Plant – Lynn Todd

Ms. Todd did not have anything new to report that was not covered in the earlier workshop.

City Engineer - Clay Smallwood, III

Headworks and Sprayfield Project – Update

Clay Smallwood gave a report for Philip Jones on the Surface Water Treatment Plant:

Membrane Tank – The start date of June 18 will now be June 25 as Seimens must be here and participate in the process.

Commissioner Kennedy discussed the CIP Pumps and Fitting failures. The statement was made several months ago that these were improper fittings and he would like for PRI to look into this. Flanged or ferrule fittings with proper safety materials on the outside of the flanges should be used. Commissioner Kennedy stated that threaded fittings should not be used in caustic and acid work conditions.

Mayor Magidson reminded the Commission that Square D Pumps had stated their pumps were not the problem. Mr. Anderson has requested a report from AAG as to their findings when they rewound the motor of the pumps. Mayor Magidson would like to review the report before deciding what action should be taken.

Progress Energy began installing poles last week and they anticipate having power by June 15, 2012.

Water Distribution System Upgrades Phase I – Update

It is anticipated that the cuts to the drive ways in the First, Third and Fourth Street areas will be made on Friday and Monday. Asphalt road patches will be done on June 14 and 15, 2012. Work is continuing on Garrison and Hunter Circle. Over one third of the pipe is in the ground.

Code Enforcement

The Commission asked that Mr. Burkett continue to enforce the Sign Ordinance and requested that all politicians be sure to keep their signs off the Right of Way. When signs are picked up by Code Enforcement, they are taken to Public Works.

Police Department – Chief Barnes

Officer David Oliphant has resigned and his last day will be June 21, 2012. Due to the recent death of Officer Oliphant's mother, he will be relocating to be near his family. Chief Barnes will need to advertise for a replacement.

Port St. Joe Redevelopment Agency – Gail Alsobrook

The PSJRA / City has been awarded a Coastal Partnership Initiative Matching Grant for \$15,000. The PSJRA will be providing \$15,000 as a match to fund this Planning Grant to develop the bay front recreation area of George Core Park.

The USDA Martin Luther King, Jr., Boulevard Sidewalks Grant Application, in the amount \$200,000 is in its final stages. Ms. Alsobrook anticipates having some good news at the next meeting.

City Clerk – Charlotte Pierce

Nothing to report at this time.

Citizens to the Heard

Jim Garth shared his concerns about the possibility of hiring a part time engineer for the City. He would like for the City to look at the feasibility of the City, County and possibly the City of Wewahitchka sharing an engineer. He has studied the current engineering invoices and feels that there is room for savings.

Mayor Magidson asked that Mr. Garth meet with Mr. Anderson concerning his findings. The Mayor also pointed out that many cities, larger than ours, do not have an in-house engineer.

Mr. Garth shared that the PAC supports the moving of the Cape San Blas Lighthouse and is willing to help as needed.

Barry Sellers, Gulf County Chamber of Commerce Executive Director, thanked the City for the support the Chamber is receiving. He shared that during the month of May they had eight leads generated, had four visits and two of these are coming back for a second visit. The Chamber is in need of an Administrative Assistance due to the resignation of their current assistant.

John Rich approached the Commission concerning the need for lighting on David B. Langston Drive. He also asked that, in the future, new roads have proper lighting incorporated in the project.

Ann White thanked everyone for their prayers, cards and words of encouragement during her recent surgery and recovery.

Discussion Items by Commissioners

Commissioner Buzzett asked that he be allowed to work with staff on rearranging the Commission Chamber to allow for more seating. There were no objections to his request.

Commissioner Gingell thanked the Commissioners and City Staff for their help during her tenure on the Board. She wished incoming Commissioner, Phil McCroan, well and offered to continue helping the City in any way that she can.

Commissioner Patterson requested that Code Enforcement check the property at the Intersection of First Street and Woodward Avenue and see what can be done to clean it up. Commissioner Buzzett requested a written report when Mr. Burkett will not be at the Commission Meetings.

Commissioner Kennedy would like to work with the FMC to establish boater education for St. Joe Bay. He is also concerned about horses being on the bike path and safety issues from their presence.

Mayor Magidson did not have any concerns to be discussed.

Motion by Commissioner Gingell, second by Commissioner Patterson, to adjourn the meeting at 8:00 P.M.

Approved this _____ day of _____ 2012.

Mel C. Magidson, Jr., Mayor

Charlotte M. Pierce, City Clerk

MINUTES OF THE SPECIAL MEETING OF THE BOARD OF CITY COMMISSIONERS FOR THE CITY OF PORT ST. JOE, FLORIDA, HELD IN THE COMMISSION CHAMBER AT CITY HALL, June 15, 2012, at Noon

The following were present: Mayor Magidson, Commissioners Gingell, Patterson and Kennedy. City Manager Jim Anderson, City Attorney Tom Gibson, and City Clerk Charlotte Pierce were also present. Commissioner Buzzett participated by telephone.

The purpose of the Special Meeting was to address the issue of Fireworks for the Fourth of July.

Dana Boyer addressed the Commission on her personal endeavors to raise funds for the Fourth of July Fireworks. Numerous residents, merchants and City Commissioners have contributed to the fund and over \$5,000 has been raised.

Mrs. Boyer has been successful in fund raising efforts in past years to establish the Mexico Beach fireworks and she offered to spearhead a fund drive, beginning in September, to collect funds for next year's City fireworks.

Mayor Magidson noted that City residents would be paying twice for the fireworks as the citizens pay City and County taxes and with budget constraints what they are, blowing up \$5,000 was not a prudent use of City funds. He feels that this is a TDC issue and, as a member of that board, he will bring this issue to their attention. Mayor Magidson expressed his appreciation to Mrs. Boyer and Mr. and Mrs. John Parker for their efforts to raise the funds for this year's fireworks.

Commissioner Buzzett commend Mrs. Boyer and Mr. and Mrs. Parker for their efforts. He also expressed his strong displeasure of statements made by the Gulf County Board of County Commissioners concerning the City Commission and their leadership. Commissioner Buzzett stated "Honestly, I feel like the county commission made the most vindictive, spiteful, childish decision I have ever heard come out of the county court house to make us look like bad guys when we are trying to be frugal with tax payer dollars. I did not appreciate it at all. I feel like they were trying to intimidate us into making a decision that we could not afford to make. Nobody said that the City had been providing fireworks for 20 -25 years or for however it has been going on. Now that we are trying to watch our pennies and dollars we are made out to look like bad guys."

Commissioner Gingell reminded the Commission that there was to have been a fund raising effort by the Gulf County TDC and Gulf County Chamber of Commerce to raise funds for the fireworks and thus the City did not include the expenditure in our budget. She did acknowledge that both entities had been through a number of changes this past year and the event may have been lost in the process. Commissioner Gingell commended the fund raising group for their incredible efforts.

Commissioner Kennedy expressed his appreciation to Mrs. Boyer and everyone involved in the fund raising efforts and offered his assistance to help raise funds for the coming year.

A motion was made by Commissioner Kennedy, second by Commissioner Patterson, for the City to contribute \$500 to the fireworks fund for this year. The motion also stipulated that the fireworks must be held in the City of Port St. Joe. All in Favor; Motion carried 5-0.

Towan Kopinsky, Gulf County Grant Coordinator, has contacted both Pyrotecnico and Pyro Shows to see if they would be available on July 4, 2012. Pryotecnico was booked but Pryo

Shows was available and did provide the New Year's Eve show this past year. Mrs. Kopinsky will be meeting with a Pryo Shows representative on site Saturday.

Mr. Anderson indicated that the Fireworks have not gone out for bid and this is a contractor that we have never dealt with before.

Attorney Gibson agreed that this would be either an exceptional purchase or emergency and is okay with the process.

The City will handle the contract for the event and Mr. Anderson is working with Jorge Gonzalez of the St. Joe Company to use the old mill site for the venue. A Certificate of Liability Insurance is needed from Pyro Shows and Mrs. Kopinsky will obtain that.

The county and TDC will each be providing \$5,000 for a total of \$10,000 to the City for the fireworks.

Mayor Magidson adjourned the Special Meeting at 12:22 P.M.

Approved this _____ day of _____ 2012.

Mel C. Magidson, Jr., Mayor

Charlotte M. Pierce, City Clerk



The City of Port St. Joe

June 21, 2011

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

Dear Marina:

We are pleased to confirm your continued working relationship with the City of Port St. Joe. The City proposes to continue your employment as our Planning Consultant on the following basis:

1. \$115 an hour for your professional services.
2. Reimbursement for your travel expenses at the state approved rate.
3. All planning expenses will be capped at \$20,000 for the Fiscal Year 2011-2012 and must be pre-approved by the City Manager.

If this meets with your approval, I would appreciate it if you would execute the copy of this letter which I have enclosed and return it to me. Again, we appreciate your services in the past and look forward to a productive future.

Sincerely,

Charlie Weston
City Manager

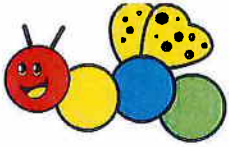
I HEREBY AGREE TO THE TERMS SET FORTH IN THIS LETTER

MARINA PENNINGTON

DATE: _____

001513.531003 Professional Services, Consultants

<u>Document</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Warrant</u>	<u>S</u>	<u>Check #</u>	<u>Amount</u>
<u>27964</u>	286	12/02/2011	AP0512	P	37261	1,586.25
<u>28758</u>	287	12/29/2011	AP0712	P	37422	1,725.00
<u>28770</u>	287-B	01/11/2012	AP0812	P	37454	1,390.00
<u>30140</u>	289	03/12/2012	AP1212	P	37781	1,840.00
<u>30709</u>	290	04/09/2012	AP1412	P	37917	1,811.25
<u>31645</u>	291	05/21/2012	AP1712	P	38142	1,955.00
						10,307.50
					Budget	20,000.00
					Remaining	9,692.50



**NORTH FLORIDA
Child Development^{INC}**

June 13, 2012

Jim Anderson
City of Port St. Joe
PO Box 278
Port St. Joe, FL 32456

Dear Mr. Anderson,

We are happy to inform you and your Governing Board that as of June 12, 2012, our attorney Mr. Charles Costin has filed a notice of commencement for the construction project effective June 12, 2012 for the final phase of the construction project of NFCD's Early Child Development Center in Port St. Joe, Florida. The temporary closure of the project will add 143 days to the contract, with an estimated completion date of the middle of October.

We are very sorry for the inconvenience that this delay has caused all parties involved and do appreciate the patience you have shown. NFCD will never forget the time and hard work each of you have contributed toward this dream for the children of your community. Your continued support is greatly appreciated as this could never have happened independently of each other, as we have all proven again that it takes a village to raise children. I truly and sincerely thank all of you, as this has been one of the two most challenging projects in my career, but it was given "God's blessings" on the day of the ground breaking and with that "HE" will prevail.

Sincerely,

Sharon T. Gaskin
Chief Executive Officer



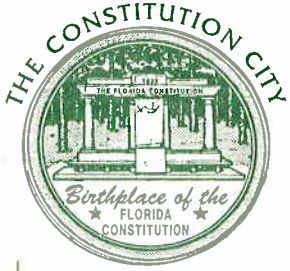
www.floridachildren.org

850-639-5080 Phone • 850-639-4173 Fax

P.O. Box 38, 200 North Second Street, Wewahitchka, Florida 32465

Sharon T. Gaskin, CEO

Calhoun County • Gulf County • Liberty County • Madison County • Wakulla County



The City of Port St. Joe

The City of Port St Joe will withhold ___ Federal Tax Withholding from the Gross Wages for Mr. Hogue's Lump Sum payout on his unused Annual Leave and Sick Leave as follows:

	<u>Eligible Time</u>	<u>Rate</u>	<u>Cash Value</u>
Clarence Hogue Hire Date October 1, 1973			
Sick Accumulated time 1023 hours	520	23.0890	\$12,006.28
Vacation	152	23.0890	\$3,509.53
Accumulated Vacation 160 Hours divided by 12 months x 9 months	120	23.0890	\$2,770.68
Total			<u>\$18,286.49</u>

Acknowledged this ___ of June, 2012

BY: _____
Clarence Hogue

Acknowledged this ___ of June, 2012

BY: _____
James A Anderson, City Manager

The City of Port St Joe Wastewater Treatment Facility Improvements

Tentative Timeline for Completion of Project

18 JUNE – 22 JUNE

- Progress Energy should finish power.

25 JUNE – 29 JUNE

- Electrical sub-contractor should finalize Headworks (HW) site electrical, which can't occur until permanent power is installed.
 - County Inspection
 - Meter Installation
 - Etc.

- Filter Area start-up.

- Start sprigging sprayfields.

2 JULY – 6 JULY

- City staff is on Vacation
- Sprigging to continue.

9 JULY – 13 JULY

- Wilo (HW) Influent Pump Station start-up
- Generator start-ups at HW site and Filter Area.

16 JULY – 20 JULY

- Hydro International start-up on de-gritting equipment.
- Schreiber start-up on Automatic bar screen.
- 20 July should be the New Substantial Completion.

23 JULY – 3 AUGUST

- City should collect desired salvage at Existing Primary.

6 AUGUST – 31 AUGUST

- Demo of Existing Primary.
- 31 August should be the New Final Completion.

	Open	Closed	Total	Increase Since 7/1/12
Unlawful Accumulation	18	28	47	10
Substandard Structure	1	1	1	
Abandoned Vechicle	3	3	6	1
Unlawful Sewer	1	2	3	
Land regulation Violation	0	2	2	
Business Lic. Violation				
Special Master Hearings		2	2	
Building Demolition	0	4	4	
Waste Violation	2	58	60	5
Sign Violation	3	133	136	39

Total	28	Total	233	Total	261	Total	55
				2012 Year			
				Cases			

Change Order

No. 4

Date of Issuance: 20 JUNE 2012 Effective Date: 20 JUNE 2012

Project: Wastewater Treatment Facility Improvements	Owner: City of Port St. Joe	Owner's Contract No.:
Contract:		Date of Contract:
Contractor: North Florida Construction, Inc., P.O. Box 129, Clarksville, FL 32430		Engineer's Project No.: 019.093

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Time extension due to delay of permanent power installation.

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 8,661,848.00

Decrease from previously approved Change Orders

No. 1 to No. 3:

\$ 3,824,729.52

Contract Price prior to this Change Order:

\$ 4,837,118.48

No Change to this Change Order:

\$ 0.00

Contract Price incorporating this Change Order:

\$ 4,837,118.48

CHANGE IN CONTRACT TIMES:

Original Contract Times: Working days Calendar days

Substantial completion (date): 20 JUNE 2012

Ready for final payment (date): 20 JULY 2012

No Change to previously approved Change Orders

No. 1 to No. 3:

Substantial completion (days): 0 DAYS

Ready for final payment (days): 0 DAYS

Contract Times prior to this Change Order:

Substantial completion (date): 20 JUNE 2012

Ready for final payment (date): 20 JULY 2012

Increase of this Change Order:

Substantial completion (date): 20 JULY 2012

Ready for final payment (date): 31 AUGUST 2012

Contract Times with all approved Change Orders:

Substantial completion (date): 20 JULY 2012

Ready for final payment (date): 31 AUGUST 2012

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: _____

Approved by Funding Agency (if applicable): _____

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Date: _____

Change Order Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

4. Keep adequate records, including assignment of appropriate case/event numbers, in regards to the handling of calls from the City of Port St. Joe and be responsible for all audits by FDLE.
5. Agree to provide access to Port St. Joe 24 hours a day, 7 days a week to information contained in the Florida Crime Information Center System (FCIC), National Crime Information Center System (NCIC), National Law Enforcement Telecommunications System (NLETS), other state and national criminal justice information systems, motor vehicle registry, driver license registry, boat registry, and administrative information systems as required to perform their law enforcement functions.

B. PORT ST. JOE'S RIGHTS AND RESPONSIBILITIES

The City of Port St. Joe agrees to:

1. Observe the instructions and procedures to be provided by the Sheriff for the use of radios and for coordination of dispatching efforts under this Agreement.
2. Provide adequate radio equipment compatible with radio equipment utilized by the Sheriff for use of Port St. Joe police units.
3. In situations where the Port St. Joe Chief of Police or another responsible officer needs to dispatch police units, the Sheriff's dispatcher is to be notified as soon as possible as to the nature of the call involved and the location to which a Port St. Joe unit has been dispatched.

AGREEMENT FOR DISPATCHING SERVICES

This **AGREEMENT** is entered into by and between the City of Port St. Joe, a municipal corporation existing under the laws of the State of Florida (referred to as “Port St. Joe”), and Joseph Nugent, as Sheriff of Gulf County, Florida (referred to as “the Sheriff”).

WHEREAS, the Sheriff maintains round-the-clock police services; and

WHEREAS, the Sheriff and the Police Department would realize a more cost effective dispatching service by sharing resources; and

WHEREAS, the Sheriff is willing to provide dispatching services to the Port St. Joe Police Department if the City of Port St. Joe reimburses the Sheriff’s applicable costs;

NOW, THEREFORE, the parties hereby agree as follows:

A. SERVICES TO BE PROVIDED BY THE SHERIFF

The Sheriff agrees to:

1. Provide all police dispatching services required within the corporate limits of Port St. Joe. Calls for such services are to be directed to telephone numbers to be provided to the Sheriff by Port St. Joe, in addition to the 911 calls, and the Sheriff will dispatch Port St. Joe Police units in response to such calls at all times.
2. Provide necessary instruction and training in proper radio use of communications to be established.
3. Maintain a numbered zone or other appropriate means of identification for calls within the City of Port St. Joe.

4. Supply the Sheriff's Dispatchers with a list of persons who are authorized to direct the dispatching of police units for Port St. Joe City business.
5. If Port St. Joe continues to maintain a telephone number that can be reached during the day for police-related calls, Port St. Joe will make arrangements for calls to this number to be referred to Sheriff's dispatching 24 hours a day.
6. Comply with all terms of the Memorandum of Agreement, including attachments thereto, between the Sheriff and the Port St. Joe Chief of Police. Said agreement is attached hereto and incorporated herein by reference.

C. MUTUAL COOPERATION AND INDEMNIFICATION

1. The Sheriff agrees to dispatch the Sheriff's units into Port St. Joe when:
 - a. A felony-in-progress or life-threatening situation is reported, and
 - b. A unit of Port St. Joe Police Department is unable to respond.Sheriff units that have been dispatched will do what is necessary upon arriving on the scene to assume control of the situation until a unit of the Port St. Joe Police Department arrives and is able to assume control.
2. Units of the Port St. Joe Police Department may be dispatched into areas outside of Port St. Joe, when necessary, to assist a Sheriff's deputy or as otherwise permitted pursuant to the mutual aid agreement in effect between the parties, and for routine calls.

Sheriff



JOSEPH NUGENT

Gulf County

Mailing Address:
P. O. Box 970
Port St. Joe, FL 32457

Office (850) 227-1115 • FAX (850) 227-2097
Wewahitchka (850) 639-5717

Physical Address:
1000 Cecil G. Costh, Sr. Blvd.
Port St. Joe, FL 32456

May 16, 2012

Charlie Weston, City Manager
City of Port St Joe
P O Box 278
Port St. Joe, FL 32457

Dear Charlie:

As you know this is the time of the year when we have to review our budgets and make adjustments for the upcoming 2012-2013 fiscal year.

Last year the cost of providing 2 dispatchers was \$78,986.24 and the City of Port St. Joe paid \$66,000.00 leaving a short fall of \$12,986.24. Due to current economic conditions, we are not asking for any increase in the 2012-2013 budget.

As always, it is a pleasure working with the City of Port St Joe and if you have any questions please feel free to give me a call.

Sincerely,

A handwritten signature in black ink, appearing to read "Joe Nugent". The signature is written over a horizontal line.

Joe Nugent, Sheriff

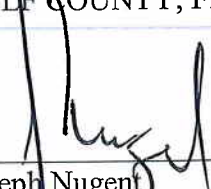
AGREEMENT

In accordance with policy established by Federal and State authorities for the FCIC/NCIC systems, the Port St. Joe Police Department, hereinafter referred to as **“Owner of the Record,”** and the Sheriff’s Office of Gulf County, Florida, hereinafter referred to as **“Holder of the Record”** enter in to this Agreement, effective October 1, 2012 with both parties agreeing as follows:

1. The **Holder of the Record** shall be responsible for entering records into the FCIC/NCIC automated system during those shifts that it dispatches for Port St. Joe PD.
2. The **Holder of the Record** shall be responsible for updating all records maintained in the FCIC/NCIC automated system if updates become available while dispatching for Port St. Joe PD.
3. The **Holder of the Record** shall be responsible for confirming a hit on a record.
4. The **Owner of the Record** shall immediately notify the **Holder of the Record** when any record referred to in the Memorandum of Understanding is to be canceled or modified in accordance with applicable NCIC and FCIC standards and requirements.
5. The **Owner of the Record** shall provide complete and accurate supporting documentation to the **Holder of the Record** prior to initial record entries being made.
6. Both parties shall adhere to applicable FCIC and NCIC standards and requirements.

SHERIFF’S OFFICE OF
GULF COUNTY, FLORIDA

PORT ST. JOE POLICE DEPARTMENT
PORT ST. JOE, FLORIDA



Joseph Nugent
Sheriff of Gulf County, Florida

Mel Magidson, Jr.
Mayor

Date: 5/17/2012

Date: _____

3. The Sheriff and Port St. Joe do not assume any liability for the acts, omissions, or negligence of the other. To the extent permitted by Section 768.28, F.S., each shall indemnify and hold the other harmless from all claims, damages, losses and expenses arising out of or resulting from the performance of their respective operations under this Agreement.

D. TERM OF AGREEMENT

1. The term of this Agreement shall run from October 1, 2012 through September 30, 2013. Either party may terminate this Agreement of convenience by providing written notification at least sixty (60) days in advance to the other party. In the event of such a termination, payment will be made on a pro rata basis to the date of termination.

E. COMPENSATION

1. The City of Port St. Joe shall pay quarterly dispatching service fees to the Sheriff of Gulf County based on mutually agreed costs. During the term of this Agreement, the cost to the City of Port St. Joe will be \$66,000.00. The City of Port St. Joe shall pay salaries and benefits from October 1, 2012 through September 30, 2013. The schedule of fees to be paid to the Sheriff is as follows:

1st Qtr. (10/1/12-12/31/12) - \$16,500.00

2nd Qtr. (1/1/13-3/31/13) - \$16,500.00

3rd Qtr. (4/1/13-6/30/13) - \$16,500.00

4th Qtr. (7/1/13-9/30/13) - \$16,500.00

2. The Sheriff and City Commission will annually review the projected dispatch costs.
3. The Sheriff and Port St. Joe do not assume any liability for the acts omissions, or negligence of the other. To the extent permitted by Sections 768.28, F.S., each shall indemnify and hold the other harmless from all claims, damages, losses and expenses arising out of or resulting from the performance of their respective operations under this Agreement.

F. MISCELLANEOUS PROVISIONS

1. If Port St. Joe or the Sheriff has any questions or complaints regarding matters covered under this Agreement, these shall be forwarded to either the Sheriff or the Chief of Police of Port St. Joe, as appropriate. If a satisfactory explanation is not provided to Port St. Joe regarding the particular question or complaint within five (5) working days, the Board of City Commissioners may then authorize a written communication to be sent to the Sheriff regarding such question. The Sheriff agrees to respond to such communications within a reasonable time, depending upon the seriousness of the question or problem involved.
2. All amendments to this Agreement shall be in writing and signed by all parties.
3. This written agreement supersedes all previous.