

December 18, 2012

**RESTORE Act Workshop
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 December 18, 2012

Call to Order

Consent Agenda

Minutes

- **Regular Meeting 12/4/12**
- **Tom Conley- Florida League of Cities, Insurance Rebate**

Pages 1-4

City Attorney

- **Update**

Old Business:

- **Lighthouse- Update**
- **RESTORE Act Committee- Update**
- **Chipola Pump Motor Grant**
- **Centennial Celebration- Update**
- **CDBG Grant, Water Distribution- Update**
- **Soccer Complex- Update**
- **John Deere Tractor**

Pages 5-11

Pages 12-21

New Business:

- **Request for Joint City/County Workshop on the EDC/Chamber**
- **Early Learning Coalition- Request for Funding**
- **Fireworks Request- TDC**

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Pages 23-28

Public Works

- **Update**

Surface Water Plant

- **Update**

Waste Water Plant

- **Old Headworks Pipe- Surplus and Demo**

Page 29

City Engineer

- **Headworks and Sprayfield- Update**
- **Water Distribution Phase I- Update**

Page 30

Code Enforcement

- Update

Page 31

Police Department

- Update

PSJRA

- 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 IN THE COMMISSION CHAMBER AT CITY HALL, December 4, 2012 AT 6:00 P.M.

The following were present: Mayor Magidson, Commissioners Buzzett, and McCroan. City Manager Jim Anderson, City Clerk Charlotte Pierce and City Attorney Russ Scholz were also present. Commissioner Patterson was absent due to illness. Commissioner Kennedy arrived at 6:05 P.M.

CONSENT AGENDA

Minutes

A Motion was made by Commissioner McCroan, second by Commissioner Buzzett, to approve the Minutes of the Workshop and Regular Meeting of November 20, 2012. All in Favor; Motion carried 3-0.

CITY ATTORNEY – Russ Scholz

A Motion was made by Commissioner Buzzett, second by Commissioner McCroan, for the second reading by title only and Consideration of Adoption of Ordinance 488 - Service Fees. All in Favor; Motion carried 3-0. Attorney Scholz read Ordinance 488 by title only. A Motion was made by Commissioner Buzzett, second by Commissioner McCroan, to adopt Ordinance 488. All in Favor; Motion carried 3-0.

A Motion was made by Commissioner Buzzett, second by Commissioner McCroan, for the second reading by title only and Consideration of Adoption of Ordinance 489 - Capital Improvement Plan Update. All in Favor; Motion carried 3-0. Attorney Scholz read Ordinance 489 by title only. A Motion was made by Commissioner Buzzett, second by Commissioner McCroan, to adopt Ordinance 489. All in Favor; Motion carried 3-0.

Commissioner Kennedy joined the Meeting.

Resolution 2012-04 – Garbage Rates

A Motion was made by Commissioner McCroan, second by Commissioner Kennedy, to read Resolution 2012-04, Garbage Rates, by title only. All in Favor; Motion carried 4-0. Attorney Scholz read Resolution 2012-04 by title only. A Motion was made by Commissioner Kennedy, second by Commissioner Buzzett, to adopt Resolution 2012-04. All in Favor; Motion carried 4-0.

CITY MANAGER'S REPORT

Old Business

Lighthouse Update

Mayor Magidson shared that Stone's House Movers had relocated one of the Keepers' Quarters this morning and the other one would be moved shortly. The application time for HUD to submit a request for the structures has closed and no official application was received by GSA or the National Park Service.

Water Distribution Profile and Pilot Study

Mr. Anderson noted that the \$60,000 to fund the study would have to come from the Cash Carry Forward / Contingency Fund.

Commissioner Buzzett asked that the work be done as efficiently as possible and kept within budget.

Commissioner Kennedy had spoken with David Kozan of CDM and was advised that the NFWMD dictated the scope of work for the Profile and Pilot Study.

A Motion was made by Commissioner Buzzett, second by Commissioner McCroan to approve the Water Distribution Profile and Pilot Study. All in Favor; Motion carried 4-0.

RESTORE Act Committee

Mr. Anderson attended the December 3, 2012, meeting and there are still a lot of unknowns from the federal and state entities and nothing firm on the rules of engagement. He suggested that a Workshop be held Tuesday, December 18, 2012 prior to the regular meeting for the City to compile a list of proposals and projects for the available funds. The City's request is to be available for the January 15, 2013, RESTORE Act Pre-Proposal Deadline.

RFP 2012-11 Chipola Pump Motor Update

Northwest Florida Water Management District has agreed to pay 100% of the cost of the motor, not to exceed \$106,000. The motor has been ordered.

Centennial Celebration

Mrs. Pierce reported that the committee meetings are going well and plans are moving forward for the celebration.

CDBG Grant North Port St. Joe Water System Improvements Update

Pat Howard conducted a site visit with Bruce Ballister of ARPC and City staff on November 6, 2012. Everything appears to be on track and Mr. Ballister is to proceed with the Environmental Review.

Soccer Complex Update

Commissioner Kennedy has a number of ideas that he would like to e-mail to Mr. Anderson. After review, Mr. Anderson will forward the suggestions to Commissioners and City staff for discussion at the December 18, 2012, Commission Meeting.

DOT Meeting Update

An email has been received from Charlie Lock, FDOT, suggesting February 19, 2013, at 4:30 P.M., as the meeting date and time. There is a new supervisor that he would also like to introduce at the meeting.

City Computer System

Chuck Edwards, Bluemanta Technology, presented his recommendations to the Commission to upgrade the City's computer system infrastructure. After review with City staff, it was determined that self hosting was more economically feasible than having Munis host the system. There will be no support of the current software soon, renewal of the current contract with Munis needs to continue, a new server needs to be purchased and desk top computers at City Hall need to be upgraded. There is money in the current budget for the upgrade. A Motion was made by Commissioner Kennedy, second by Commissioner McCroan, to accept the proposal in the amount of \$29,806 dated December 4, 2012. All in Favor; Motion carried 4-0.

EDC and Chamber Funding Update

No funding requests have been received at this time.

John Deere Tractor Update

Staff is researching the possibility of purchasing an Alamo Tractor for use on the fresh water canal. The John Deere Tractor currently used is not a true side hill cutter and would be used on the sprayfields rather than the canal.

Mr. Anderson suggested that a workshop be held with Larry McClamma, Surface Water Treatment Plant, on water issues and the fresh water canal.

New Business

Position Vacancies

Sergeant Tim Wood has tendered his resignation from the Port St. Joe Police Department effective January 7, 2013, to join the Gulf County Sheriff's Department. Chief Barnes recommends promoting

Officer Jake Richards to Sergeant at the same rate of pay Tim Wood was making and advertising for one officer. A Motion was made by Commissioner Kennedy, second by Commissioner McCroan, to accept Sergeant Wood's resignation and to promote Officer Richards to Sergeant at Tim Wood's rate of pay. All in Favor; Motion carried 4-0.

Rotary Club – Lorinda Gingell, Request for Reduction in Rental Fees

Ms. Gingell requested that the Centennial Building Rental Fee for January 24, 2013, be waived. The Port St. Joe Rotary Club is sponsoring a Health Fair for all residents and visitors to our area. A Motion was made by Commissioner Buzzett, second by Commissioner Kennedy, to waive the fee. All in Favor; Motion carried 4-0.

January 1, 2013 Commission Meeting Date

A Motion was made by Commissioner Buzzett, second by Commissioner McCroan, to cancel the January 1, 2013, Commission Meeting as this is a holiday. If needed, a special meeting will be scheduled. All in Favor; Motion carried 4-0.

Public Works – John Grantland

Mr. Grantland did not have anything to report at this time.

Surface Water Plant – Larry McClamma

Mr. McClamma shared that during the tour of the Fresh Water Canal today the samples that were taken were very good; he has concerns about the aquatic vegetation and trees in the canal which could possibly need to be removed and felt there was a possibility that removal of the trees could produce revenue for the City. He would like to research the possibilities with a logging company and bring the findings back to the Commission.

Wastewater Plant – Lynn Todd

Ms. Todd reported that she has a proposal from a citizen that would like to remove the 36" HDPE emergency line from the old Primary Pump Station to the WWTP Lagoon. Initially, there was an estimated cost of \$100,000 to \$125,000 for a contractor to remove the line. The individual has liability insurance and will provide the equipment and labor to remove the pipe. Any solids accumulated will be disposed of at the WWTP as were solids from the 48" Fiberglass line demo. The individual would remove the pipe from the blocked access areas that the Port Authority expressed concerns about first and then seal off the pipe remaining under CR 382. The pipe has no value and is surplus material.

Ms. Todd was directed to have the proposal sent to our attorney for review; requested that a value of the pipe be provided to the Commission and that the individuals provide proof of Liability Insurance.

City Engineer – Clay Smallwood

Headworks and Sprayfields Update

Nothing new to report at this time.

Water Distribution Phase I Update

Customers on Reid and McClelland Avenues, and Seventeenth Street will be swapped over to the new line this week. The line on Monument and Juniper Avenues and the loop on Palm Boulevard was installed, pressure tested and will be flushed this week. The contractor is installing the line on Allen Memorial Way and DuPont Drive. The old line on Garrison Avenue for the fire hydrants had been abandoned and the hydrants will be removed.

Code Enforcement

Mr. Burkett's Activity Report was reviewed.

Police Department – Chief Barnes

Sheriff Joe Nugent has agreed that the K-9 dog managed by Officer Jake Richards will be given to the City. He has also feels that when the dog is retired, it should be given to Officer Richards. Chief Barnes is to request a letter from Sheriff Nugent stating this.

Chief Barnes reminded everyone that the Salvation Army's Red Kettle program begins tomorrow and encouraged everyone to sign up for an hour to ring the bell at Piggly Wiggly.

PSJRA – Gail Alsobrook

Ms. Alsobrook was not able to attend the meeting due to illness. Mayor Magidson noted that he and Ms. Alsobrook had attended the BP check presentation in Panama City. The PSJRA received \$21,480 for a new banner series and to update the downtown map. The City of Port St. Joe was awarded \$125,000 to film a documentary of the Cape San Blas Lighthouse being moved.

City Clerk – Charlotte Pierce

Nothing to report at this time.

Citizens to be Heard

Linda Tschudi requested that sidewalks, lights and trees be added to David B. Langston Drive. Mayor Magidson shared that grants have been applied for to add these amenities to the drive.

Ms. Tschudi addressed a busted water line in her yard and asked for clarification as to what constituted an emergency. This happened over the Thanksgiving Holiday and was addressed by City workers.

A request was made by Ms. Tschudi for any computers that are discarded by the City. She works in an after school tutoring program at Church of God In Christ and would like to have them for their program.

John Parker expressed his appreciation for all the help that was given by City employees for Christmas on the Coast. It was a great event, well attended and he was encouraged to see so many participating.

Discussion Items by Commissioners

Commissioner Buzzett did not have anything to discuss at this time.

Commissioner McCroan shared what an outstanding program the Day of Declaration was and expressed his appreciation to everyone involved.

Commissioner Kennedy also expressed his appreciation to everyone who made the Day of Declaration such a success and was complimentary of the many other activities going on that day.

Mayor Magidson did not have anything to share at this time.

A Motion was made by Commissioner Buzzett, second by Commissioner McCroan, to adjourn the Meeting at 7:15 P.M.

Approved this _____ day of _____ 2012.

Mel C. Magidson, Jr., Mayor

Charlotte M. Pierce, City Clerk



Jonathan P. Stevenson
Executive Director

Northwest Florida Water Management District

81 Water Management Drive, Havana, Florida 32333-4712
(U.S. Highway 90, 10 miles west of Tallahassee)

Phone: (850) 539-5999 • Fax: (850) 539-2777

December 13, 2012

Mr. Jim Anderson, City Manager
City of Port St. Joe
P.O. Box 278
Port St. Joe, FL 32457

SUBJ: AGREEMENT ORIGINALS

Dear Mr. Anderson:

Please find enclosed two originals of District grant agreement 13-014, Chipola Pump Station Repairs. When these are signed and dated, please retain one for your files and return one to me at the letterhead address.

As this work proceeds, please note several dates and provisions within the agreement:

- A contract expiration date of September 30, 2013;
- Documentation with each invoice, as described in the scope of work; and
- A final project summary report, as described in the scope of work, due upon project completion.

Please contact me at any time if you have any questions or if I can assist otherwise. We appreciate the opportunity to work with you on this project and look forward to its accomplishment.

Sincerely,

Paul J. Thorpe
Resource Planning Section Director

/pt

GEORGE ROBERTS
Chair
Panama City

JERRY PATE
Vice Chair
Pensacola

JOYCE ESTES
Secretary-Treasurer
Eastpoint

JOHN ALTER
Malone

GUS ANDREWS
DeFuniak Springs

STEPHANIE BLOYD
Panama City Beach

JON COSTELLO
Tallahassee

5

NICK PATRONIS
Panama City Beach

BO SPRING
Port Saint Joe

GRANT AGREEMENT

BETWEEN

THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

AND

THE CITY OF PORT ST. JOE

FOR

CHIPOLA PUMP STATION REPAIRS

NWFWMD CONTRACT NUMBER 13-014

WITNESSETH:

WHEREAS, the CITY OF PORT ST. JOE, a Florida Municipal Corporation (hereinafter referred to as the GRANTEE) located in Gulf County, Florida, has identified an urgent need for repair and replacement of major components of its primary water supply pumping station; and

WHEREAS, the NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public entity created by Chapter 373, Florida Statutes (hereinafter referred to as the DISTRICT) has worked in partnership with the GRANTEE to develop a surface water source as an alternative water supply; and

WHEREAS, the GRANTEE's jurisdiction and service area is subject to a Regional Water Supply Plan; and

WHEREAS, the GRANTEE is a financially disadvantaged small local government within a Rural Area of Critical Economic Concern; and

NOW, THEREFORE, in consideration of services to be performed for the public benefit hereunder, the DISTRICT and GRANTEE agree as follows:

1. The DISTRICT agrees:
 - A. To provide funding, on a reimbursement basis, not to exceed one hundred and six thousand dollars (\$106,000.00), for approved expenses in support of Chipola Pump Station Repairs, as described in the Scope of Work (ATTACHMENT 1).
 - B. To provide payment of funds indicated in Paragraph 1.A. for work satisfactorily completed within 30 days of receipt of approved invoices from the GRANTEE. Invoices may be submitted no more frequently than quarterly. All invoices must be submitted with supporting documentation and with sufficient detail for the proper pre-audit and post-audit thereof.

2. The GRANTEE agrees:
 - A. To administer the construction contracts.
 - B. To obtain all necessary permits for project construction and operation.
 - C. To invoice the DISTRICT for approved expenses in support of Chipola Pump Station Repairs, as described in the Scope of Work (ATTACHMENT 1). Invoices may be submitted no more frequently than quarterly and must be submitted with supporting documentation and with sufficient detail for the proper pre-audit and post-audit thereof. Supporting documentation shall reflect actual out-of-pocket expenses.
 - D. To provide to the DISTRICT all deliverables specified in the Scope of Work (ATTACHMENT 1). Deliverables will be provided to District staff during project implementation. Final deliverables may be submitted in either hard copy or electronic format.
 - E. To construct, own, operate, and maintain the facilities constructed in accordance with all necessary permits, including those issued by the DISTRICT, Gulf County, the GRANTEE, the Florida Department of Environmental Protection, and the U.S. Army Corps of Engineers.
 - F. To provide all necessary services associated with facility design, permitting, and construction, including surveying, contract management, land acquisition, legal services, right-of-way acquisition, zoning, replatting, comprehensive plan amendment, code variance, and other services, as necessary.
 - G. To use funds obtained from the DISTRICT pursuant to this AGREEMENT solely for the purposes of Chipola Pump Station Repairs, as described in the Scope of Work (ATTACHMENT 1).
 - H. To comply with all applicable federal, state and local rules and regulations in providing services under this AGREEMENT. The GRANTEE acknowledges that this requirement includes compliance with all applicable federal, state, and local health and safety rules and regulations.
 - I. To maintain books, records, and documents directly pertinent to performance under this AGREEMENT in accordance with generally accepted accounting principles consistently applied. The DISTRICT, the State of Florida, or their authorized representatives shall have access to such records for auditing purposes during the term of this AGREEMENT and for three years following project completion.
3. It is mutually understood and agreed that:
 - A. This AGREEMENT shall remain in effect until September 30, 2013, unless extended by mutual written consent.
 - B. The DISTRICT shall have no liability or responsibility to the GRANTEE, its contractors, any governmental entity, or the employees, agents, representatives, licensees, invitees, and guests of the GRANTEE and its contractors or any other

person or entity associated with the project as a result of, or arising out of, the GRANTEE's use of DISTRICT funds.

- C. This AGREEMENT may be terminated by either of the parties upon at least 30 days written notice.
- D. The DISTRICT may unilaterally cancel this AGREEMENT for refusal by the GRANTEE to allow access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the GRANTEE in conjunction with this AGREEMENT.
- E. This AGREEMENT is subject to the availability of funds anticipated at the time of execution. Should funding be discontinued or reduced, the AGREEMENT will be terminated or amended, as appropriate. In this event, the GRANTEE shall be compensated for work or services satisfactorily completed prior to termination or amendment of the AGREEMENT.
- F. This AGREEMENT constitutes the entire agreement between the DISTRICT and the GRANTEE and may be amended or extended only in writing, signed by both the DISTRICT and the GRANTEE.
- G. The DISTRICT and the GRANTEE may, by written order designated to be an Amendment to this AGREEMENT, agree that additional work shall be undertaken within the general scope of this AGREEMENT.
- H. To the extent required by law, all contractors shall be required to secure and maintain such insurance as will protect it from claims under the Workers' Compensation Act and from claims for bodily injury, death, or property damage which may arise from the performance of its services under this AGREEMENT.
- I. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid or contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- J. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

- K. As provided under Section 216.347, Florida Statutes, expenditure of DISTRICT grant funds for purposes of lobbying, including of the Legislature, judicial branch, or any state agency, is prohibited.
- L. Notices provided for in this AGREEMENT shall be delivered to the GRANTEE by delivery to the GRANTEE's Project Manager and to the DISTRICT by delivery to the DISTRICT Project Manager. The Project Managers are:

CITY OF PORT ST. JOE

Jim Anderson
City Manager
P.O. Box 278
Port St. Joe, FL 32457
(850) 229-8261
janderson@psj.fl.gov

**NORTHWEST FLORIDA WATER
MANAGEMENT DISTRICT**

Paul Thorpe
Resource Planning Section Director
81 Water Management Drive
Havana, Florida 32399-3700
(850) 539-5999
Paul.Thorpe@nwfwmd.state.fl.us

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year last below written.

**NORTHWEST FLORIDA WATER
MANAGEMENT DISTRICT**

CITY OF PORT ST. JOE

By: 
Jonathan P. Stevenson, Executive
Director

By: _____
Melvin C. Magidson Jr., Mayor-
Commissioner

Date: 12/12/12

Date: _____

GRANT AGREEMENT BETWEEN THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AND
THE CITY OF PORT ST. JOE

ATTACHMENT 1 – SCOPE OF WORK

CHIPOLA PUMP STATION REPAIRS

Background

The Chipola Pump Station is the withdrawal point that delivers fresh water to the City of Port St. Joe's fresh water canal. The canal in turn is the source of water for the City's water treatment facility, which provides drinking water for the community. Major repairs of pump station equipment have proven necessary given the age and condition of the major components. Initial repairs and reconditioning have been completed. A new diesel engine must be procured and installed, however, to ensure a reliable facility with appropriate backup capability.

Project Description

The City will procure and install one diesel engine and final drive (gear reduction unit) to replace the existing Caterpillar D13000 engine and gear reducer. The replacement equipment will support sufficient (pump) power and speed to replace the existing components. The engine will be equipped with at least standard controls and at least one dry contact for engine trouble monitoring. Alignment will be documented through all components including coupling to the #1 pump. The maximum pump speed under load will be verified at 460 RPM. Basic operational training and an acceptable plan for engine exhaust connection through existing wall piping will be provided. The estimated cost for these activities is \$106,000.

Deliverables

1. The GRANTEE shall complete the above project description.
2. With each invoice the GRANTEE shall provide the following:
 - a. Description of activities completed during the invoice period;
 - b. Design drawings and project area map, if not previously provided;
 - c. Photographic documentation of construction activities; and
 - d. Reimbursement backup documentation, in sufficient detail for proper pre-audit and post-audit.

3. The GRANTEE shall provide a Final Project Summary Report upon completion of the project, to include the following:
 - a. Project Summary Statement outlining accomplishments, problems encountered solutions, and future recommendations.
 - b. Design drawings and project area map.
 - c. Photographic record of project activities and completion.
 - d. Documentation of project costs, including grant funding and funding from other sources.

Specified deliverables may be provided in electronic format.



Quote Id: 7464943

Prepared For:
CITY OF PORT ST JOE



Prepared By: **Matthew B Cobb**
GREENSOUTH EQUIPMENT, INC.
2890 INDUSTRIAL PLAZA DRIVE
TALLAHASSEE, FL
323013551
Phone: 850-877-5522
Fax: 850-877-5879
Work Email: matthewc@greensouth.com

Date: December 10, 2012 Offer Expires: January 10, 2013



Quote Id: 7464943

December 10, 2012

CITY OF PORT ST JOE

, FL

Congratulations on taking the first step toward owning your very own John Deere product. We appreciate you giving us the opportunity to earn your business. We are all very excited about the chance to provide you and your family with an exceptional product backed by GreenSouth's unmatched service. We hope to hear back from you and look forward to having you as a lifelong GreenSouth customer.

Matthew B Cobb
850-877-5522
GREENSOUTH EQUIPMENT, INC.



Quote Id: 7464943

Quote Summary

Prepared For: CITY OF PORT ST JOE , FL	Prepared By: Matthew B Cobb GREENSOUTH EQUIPMENT, INC. 2890 INDUSTRIAL PLAZA DRIVE TALLAHASSEE, FL 323013551 Phone: 850-877-5522 matthewc@greensouth.com	Quote Id: 7464943 Created On: December 10, 2012 Last Modified On: December 10, 2012 Expiration Date: January 10, 2013
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Equipment Summary	Selling Price	Qty	Extended
JD ALAMO 6115M23	\$ 107,704.00 X	1 =	\$ 107,704.00
Equipment Total			\$ 107,704.00

Quote Summary

Equipment Total	\$ 107,704.00
SubTotal	\$ 107,704.00
Total	\$ 107,704.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 107,704.00

Salesperson : X _____

Accepted By : X _____



Selling Equipment

GREENSOUTH
Equipment, Inc.

Quote Id: 7464943

JD ALAMO 6115M23

Hours: 0

Stock Number:

				Selling Price
				\$ 107,704.00
Code	Description	Qty	Unit	Extended
6115M23	JOHN DEERE 6115M WITH 23' VERSA BOOM ALAMO CUTTER	1	\$ 123,050.00	\$ 123,050.00
Suggested Price				\$ 123,050.00
Customer Discounts				
Customer Discounts Total			\$ -15,346.00	\$ -15,346.00
Total Selling Price				\$ 107,704.00



Leasing Concepts Guide

30 November 2012

Leasing is very flexible and can be structured to meet a customer's personal needs. Unlike ownership of an installment contract, the lease customer is paying to use the equipment up to a specified hour agreement at lease inception. This guide highlights key leasing concepts.

Cash Flow and Equity – High purchase options (PO) drive lower payments and keep equity low. Low purchase options drive high payments and build equity. Dealers are able to guarantee up to 5% above the John Deere stated PO%. If dealers guarantee the purchase option, they will more than likely take the equipment back for resale. If the equipment is returned to John Deere Financial and we take a loss on the sale, the dealer is responsible for making us whole up to the amount of the guarantee.

Options at Lease End – Options at the end of the lease include customer purchase or re-lease, dealer purchase, or return to John Deere Financial.

Match Equipment Needs to Operation – Expanding operations can add equipment easier with leasing's low upfront costs and lower payments. Growers that are rightsizing do not have to sell equipment; they simply return equipment at lease maturity.

Trade Cycles – Leasing not only provides a trade cycle, it also allows the customer the ability to operate new equipment with current technology.

Tax Advantages – The Section 179 deduction rules could change. Encourage customers to work with their accountant for potential tax benefits. With additional Section 179 limits on bonus depreciation, leasing becomes an even more attractive option for customers. Operating leases are normally considered an expense and thus tax deductible. These assets are not carried on the books. Installment contracts are depreciated out over time.

Upfront Requirements – Leases often require an advance payment. The down payment required for installment notes is typically higher than an advance lease payment. Trade-in equipment is also an option with leasing.

Length of Leases – Work with John Deere Financial Inside Sales to meet the customer's lease term requirements.

	Ownership	Usage Restriction	Low Payment	Asset on Balance Sheet	Expense Payment	Depreciation	Own at Maturity	Creates Trade Cycle	Builds Equity
Lease	N	Y	Y	N	Y	N	N	Y	Y
Retail Note	Y	N	N	Y	N	Y	Y	N	Y

Customer Benefits from Leasing	Dealer Benefits from Leasing
<ul style="list-style-type: none"> • Improve Cash Flow • Improve Financial Ratios • Match Machine to Specific Task • Potential Tax Benefits • Have New, Updated Equipment • Option to Own 	<ul style="list-style-type: none"> • Increase Margins • Set Up Trade Cycles • Low Hour Used Equipment • Value Proposition with John Deere Equipment

With the amount leased, rate, and residual/purchase option, you can calculate the payment.

Amount Leased	Rate	Residual/Purchase Option
<ul style="list-style-type: none"> • Selling Price • Fees • Physical Damage Insurance • PowerGard • Trade-in • Taxes 	<ul style="list-style-type: none"> • Program Rate • John Deere Financial Lease Rate* 	<ul style="list-style-type: none"> • Calculated as % of MDP on New • Calculated as % of Selling Price on Used

*if state property tax is included in rate

Lease v. Installment Example: 8335R Tractor			
Term = 3 Years Hours = 300 MDP = \$255,000 Published PO = 77%* <i>*Add 2% for PowerGard beyond 12 months and 200 hours.</i>	John Deere Value Lease	Installment 3 Year	Installment 5 Year
Selling Price	\$261,365	\$261,365	\$261,365
Advance Payment/Down Payment	\$27,604	\$39,205	\$39,205
3-3-1 Retail Settlement Bonus	\$1,000	\$1,000	\$1,000
Medallion Fund Reimbursement for PowerGard Cost	\$1,435	\$1,435	\$1,435
Amount Financed	\$258,930	\$219,725	\$219,725
Purchase Option %	79%*	N/A	N/A
Purchase Option \$	\$201,450	N/A	N/A
Published Rate	3.90%	3.75%	3.75%
Annual Payment	\$27,604	\$78,802	\$49,012

John Deere Lease Bulletins	
<ul style="list-style-type: none"> • John Deere Financial Lease – L007-13U • Used Equipment Lease – L008-13U • Government Operating Lease – L009-13U • Special Pre-Owned Combine Lease – L010-13U 	<ul style="list-style-type: none"> • John Deere Value Lease – L011-13U • Special Pre-Owned Tractor Lease – L012-13U • Municipal Lease – L013-13U • John Deere Sprayer Lease – L018-13U



Quote Id: 7271231

Prepared For:
PORT ST JOE



Prepared By: **Matthew B Cobb**
GREENSOUTH EQUIPMENT, INC.
2890 INDUSTRIAL PLAZA DRIVE
TALLAHASSEE, FL
323013551
Phone: 850-877-5522
Fax: 850-877-5879
Work Email: matthewwc@greensouth.com

Date: October 16, 2012

Offer Expires: November 16, 2012



JOHN DEERE

GREENSOUTH
Equipment, Inc.

Quote Id: 7271231

October 16, 2012

PORT ST JOE

, FL

This quote is priced off the Florida State Contract along with additional discounts.

Please call Matt Cobb with any questions
850-519-2222

Matthew B Cobb
850-877-5522
GREENSOUTH EQUIPMENT, INC.



Quote Id: 7271231

Quote Summary

Prepared For: PORT ST JOE FL	Prepared By: Matthew B Cobb GREENSOUTH EQUIPMENT, INC. 2890 INDUSTRIAL PLAZA DRIVE TALLAHASSEE, FL 323013551 Phone: 850-877-5522 matthewc@greensouth.com	Quote Id: 7271231 Created On: October 16, 2012 Last Modified On: October 16, 2012 Expiration Date: November 16, 2012
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Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE HX15 Flex-Wing Rotary Cutter - 540 RPM Stump Jumpers - Single Suction Blades - 6 Wheels	\$ 14,500.00 X	1 =	\$ 14,500.00
Equipment Total			\$ 14,500.00

Quote Summary

Equipment Total	\$ 14,500.00
SubTotal	\$ 14,500.00
Total	\$ 14,500.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 14,500.00

Salesperson : X _____

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Accepted By : X _____



Selling Equipment

GREENSOUTH
Equipment, Inc.

Quote Id: 7271231

JOHN DEERE HX15 Flex-Wing Rotary Cutter - 540 RPM Stump Jumpers - Single Suction Blades - 6 Wheels

Hours:

Stock Number:

Selling Price

\$ 14,500.00

Code	Description	Qty	Unit	Extended
227EP	HX15 Flex-Wing Rotary Cutter - 540 RPM Stump Jumpers - Single Suction Blades - 6 Wheels	1	\$ 18,353.00	\$ 18,353.00

Standard Options - Per Unit

1210	21" x 7" x 12" 16 PR Severe Duty Ag Tires	1	\$ 372.00	\$ 372.00
1620	Front Safety Shield - Second Row Chain	1	\$ 126.00	\$ 126.00
1720	Rear Safety Shield - Second Row Chain	1	\$ 126.00	\$ 126.00

Standard Options Total

\$ 624.00

Other Charges

Setup	1	\$ 400.00	\$ 400.00
Freight	1	\$ 502.60	\$ 502.60

Other Charges Total

\$ 902.60

Suggested Price

\$ 19,879.60

Customer Discounts

Customer Discounts Total

\$ -5,379.60

\$ -5,379.60

Total Selling Price

\$ 14,500.00

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CONFIDENTIAL

Date

Lynne Eldridge, Executive Director
Early Learning Coalition of Northwest Florida, Inc.
703 West 15th Street, Suite A
Panama City, FL 32401

Dear Mrs. Eldridge:

Thank you for your recent request to obtain assistance in the collection of your match funding requirement.

Option 1:

We are pleased to announce that we are able to meet your request in the amount on \$ _____.

Option 2:

However, we regret to inform you that we are not able to meet your request due to _____.

Your organization _____ recognizes and commends the efforts of the Early Learning Coalition of Northwest Florida, Inc. and its services to the community.

Sincerely,

Title

INBOX

Compose

Addresses

Folders

Options

Current Folder: **INBOX****Welcome:** janderson **Your IP address:** 192.168.11.117 Message List  DeleteForward | Forward as Attachment |  Reply |  Reply All

Delete & Prev | Delete & Next

Move to: INBOX  Move**Subject:** Contracts for Fireworks**From:** "Jennifer Jenkins" <jennifer@visitgulf.com>**Date:** Fri, December 14, 2012 12:31 pm**To:** janderson@psj.fl.gov (more)**Cc:** "Jeremy Novak" <jtnovak@novaklaw.us> (more)**Priority:** Normal**Mailer:** Microsoft Outlook 14.0**Read receipt:** sent**Options:** View Full Header | View Printable Version | Download this as a file | View Message details | View as plain text

Hi Jim – Thanks for meeting with the TDC this morning. And thank you for being so kind and understanding as we are late to the game with the Celebrate Twice event!

As discussed, please find enclosed the contracts from Pyro Shows for Celebrate Twice and 4th of July fireworks. Contracts are updated with new language as discussed this morning particularly the new cost range for the 4th of July event and having the contracts be executed by the City of Port St. Joe.

The Gulf County TDC will reimburse the City of Port St. Joe \$2,500 for the Celebrate Twice fireworks and \$5,000 towards the total cost of the 4th of July Fireworks. Outside fundraising or other budgeted amounts (the City?) will make up the remaining balance for the 4th of July fireworks.

I spoke with Lansden directly today detailing the contracts and the logistics of the Celebrate Twice show. He also knows this will be discussed at the City Commission meeting on Tuesday, December 18, 2012. If I get back in time from my trip, I will plan to attend the meeting Tuesday evening.

Please let me know if you need anything else.

Thanks so much,

Jennifer

Jennifer Jenkins

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Executive Director

Gulf County Tourist Development Council

850-229-7800



Please consider the environment before printing this e-mail

Please Note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication may be subject to public disclosure.

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This message has been scanned for viruses and dangerous content by **MailScanner**, and is believed to be clean.

Attachments:

doc20121213092101.pdf	606 k	[application/pdf]	Download
doc20121214113206.pdf	529 k	[application/pdf]	Download

PYRO SHOWS
P.O. BOX 1776
LAFOLLETTE, TN 37766

Contract Agreement

This Agreement, made this 7th Day of December, 2012, by and between **PYRO SHOWS, Inc.**, a Tennessee Corporation, whose address is 701 W. Central Avenue, Suite 2, LaFollette, Tennessee 37766, and hereinafter referred to as **PYRO SHOWS** and **CITY OF PORT ST. JOE**, with its principle place of business located at 150 Captain Fred's Place, Port St. Joe, in the State of Florida hereinafter referred to as "Customer."

WITNESSETH

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

I. FIREWORKS DISPLAY: **PYRO SHOWS** agrees to furnish to customer a firework display (hereinafter "SHOW") pursuant to our custom proposal #12FL12-31CUST5000-0338 dated this 7th Day of December, 2012. The show will be given on the 31st Day of December, 2012.

II. CANCELLATION: **PYRO SHOWS** shall determine what weather conditions prohibit **PYRO SHOWS** from proceeding with the Show; in which case, **PYRO SHOWS** agrees to present the Show on the following day or previously agreed upon rain date. In addition to contracted Show cost, Customer shall remit the actual additional expenses **PYRO SHOWS** shall incur in presenting the show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these additional expenses be less than ten percent (10%) of the contracted price of the Show. In the event the Show must be **RESCHEDULED** to a mutually agreed upon date other than the previously agreed upon rain date, In addition to contracted Show cost, Customer shall remit the actual additional expenses **PYRO SHOWS** shall incur in presenting the Show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these expenses be less than thirty percent (30%) of the contracted price of the Show. Should Customer elect to **CANCEL** the Show for any reason, Customer must provide **PYRO SHOWS** with a thirty (30) days' written notice by certified mail, return receipt, to **PYRO SHOWS'** address as set forth above. Customer agrees that **PYRO SHOWS** shall incur substantial expense in preparation for the Show and, accordingly, agrees to pay **PYRO SHOWS** fifty five (50%) of the total contract price for the show as liquidated damages for cancellation. If the Customer does not provide **PYRO SHOWS** with notice as set forth herein, Customer shall pay **PYRO SHOWS** the entire amount or one hundred percent (100%) of the contract price for the Show as liquidated damages.

III. SECURITY AREA: Customer agrees to furnish sufficient space for **PYRO SHOWS** to properly conduct the Show as determined by NFPA 1123-2010 (hereinafter "Security Area"). Customer agrees to provide adequate security protection to preclude persons unauthorized by **PYRO SHOWS** from entering the Security Area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employees of **PYRO SHOWS** or persons specifically designated in writing by the sponsor, and submitted and approved, to **PYRO SHOWS** prior to the event.

IV. SITE CLEANUP: **PYRO SHOWS** shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordinance and removal of all large paper debris, wood, wire, foil, racks, mortars and firing equipment used in the setup for the show. Customer shall be responsible for cleanup of debris located in and around fallout zone.

V. INDEMNIFICATION AND HOLD HARMLESS: Customer agrees to hold **PYRO SHOWS** harmless from any damages caused to Customer which result as a consequence of unauthorized persons entering the Security Area. Furthermore, Customer agrees to defend and indemnify **PYRO SHOWS** from any and all claims brought against **PYRO SHOWS** for damages caused wholly or in part by Unauthorized Person who have entered the Security Area.

VI. AMENDMENT & ASSIGNMENT: This agreement is deemed personal and confidential to Customer, his heirs, executors and administrators only, and may not be sold, assigned, amended, or transferred without the prior written consent of **PYRO SHOWS**.

VII. COMPLIANCE WITH THE LAWS AND REGULATIONS: Promptly upon the execution of this Agreement, Customer shall apply for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. Customer agrees to indemnify and hold harmless **PYRO SHOWS** from against all claims, suits, and causes of action, demands, penalties, losses or damages which may arise or accrue because of the failure or neglect of customer to obtain such approval. This Agreement is made expressly subject to and Customer expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.

VIII. PERMITS AND LICENSES: Customer shall assist PYRO SHOWS in the acquisition and maintenance of all necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. It is hereby stipulated that this Agreement is to be construed and governed by the laws of the State of Tennessee, and any suit involving this contract shall be brought in the Courts of Campbell County in the State of Tennessee, and the Customer hereby submits itself to the jurisdiction of said Courts and waives its rights to proceed against PYRO SHOWS in and other actions, in any other jurisdiction.

IX. LATE PAYMENT: PYRO SHOWS shall charge, and Customer agrees to pay, one and one half percent (1 1/2%) per month late payment fee for each month until PYRO SHOWS is paid the amount set forth in Paragraph XIV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Section XIV, unless this provision is prohibited by law.

XI. ADVERTISEMENT AND PROMOTIONS : Customer agrees to state that fireworks display is being provided by Pyro Shows in all advertisements and promotions. Furthermore, Customer agrees to allow Pyro Shows to use sponsors name in Pyro Shows list of clients and any Pyro Shows advertisements and promotions.

XII. COMPLAINTS: In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, within ten (10) days after the date of the Show. In the event that Customer fails to register any complaint in the time and in the manner specified, Customer agrees that it shall not claim such complaint as cause for an offset or withhold any payment due to PYRO SHOWS hereunder on account of or because of such complaint or any matter arising from, relating to or a consequence of the complaint. Furthermore, Customer agrees that should PYRO SHOWS have to collect any amount due PYRO SHOWS hereunder which Customer claims as an offset or which is withheld by Customer on account of, or because of, a complaint not registered with PYRO SHOWS in the time and in the manner specified herein, by law or through an Attorney-at-Law, PYRO SHOWS shall be entitled to collect attorneys' fees in the amount of 15% of the amount owing PYRO SHOWS or the maximum amount allowed by law, whichever is greater, along with all cost of collection.

XIII. WORKER'S COMPENSATION/EMPLOYEES: PYRO SHOWS shall provide Worker's Compensation insurance for its employees only.

XIV. PAYMENT TERMS: City of Port St. Joe shall pay PYRO SHOWS \$2,500 plus all applicable taxes according to the terms and conditions set forth in the attached Proposal for presenting the Show. Customer shall submit a 50% deposit upon return of signed contract. Contract amount is for \$2,500 cash and Pyro Shows donates \$2,500 for a total amount of \$5,000. Balance will be due in PYRO SHOWS office prior to the day of show.

XVI. TAXES: Customer shall be responsible for all applicable sales taxes.

IMPORTANT: Checks must be payable to PYRO SHOWS, INC.

All the terms and conditions set forth on any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

PYRO SHOWS, INC.

BY:  Date 12/12/12

Michael E. Walden, Vice President of Operations

CUSTOMER

BY: _____ Date _____
Signature Print Name Title

WARRANTY EXCLUSIONS

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No representation of affirmation of fact including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or be deemed to be, a warranty by PYRO SHOWS for any purpose, nor give rise to any liability or obligation of PYRO SHOWS whatsoever.

IN NO EVENT SHALL PYRO SHOWS BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY CLAIMED BREACH OF OBLIGATIONS HEREUNDER.

**PYRO SHOWS
P.O. BOX 1776
LAFOLLETTE, TN 37766**

Contract Agreement

This Agreement, made this 14th Day of December, 2012, by and between **PYRO SHOWS, Inc.**, a Tennessee Corporation, whose address is 701 W. Central Avenue, Suite 2, LaFollette, Tennessee 37766, and hereinafter referred to as **PYRO SHOWS** and **CITY OF PORT ST. JOE**, with its principle place of business located at 150 Captain Fred's Place, Port St. Joe, in the State of Tennessee hereinafter referred to as "Customer."

WITNESSETH

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

I. FIREWORKS DISPLAY: PYRO SHOWS agrees to furnish to customer a firework display (hereinafter "SHOW") pursuant to our custom proposal #13FL7-4CUST10000-15000-0026 dated this 14th Day of December, 2012. The show will be given on the 4th Day of July, unless PYRO SHOWS shall determine that weather conditions prohibit PYRO SHOWS from proceedings with the Show; in which case, PYRO SHOWS agrees to present the Show on a mutually agreed future date. In the event that weather conditions as determined by PYRO SHOWS do not allow the Show to proceed on this scheduled date, Customer shall remit the actual additional expenses Pyro Shows may incur in presenting the show on subsequent occasion; in no event shall these additional expenses be less than ten percent (10%) of the contract price for the Show.

II. CANCELLATION: Should Customer elect to cancel the Show for any reason, Customer must provide PYRO SHOWS with a thirty (30) days' written notice by certified mail, return receipt, to PYRO SHOWS' address as set forth above. Customer agrees that PYRO SHOWS shall incur substantial expense in preparation for the Show and, accordingly, agrees to pay PYRO SHOWS thirty percent (30%) of the total contracts price for the show as liquidated damages for cancellation of the Show and if the Customer does not provide PYRO SHOWS with notice as set forth herein, Customer shall pay PYRO SHOWS the entire contract price for the Show as liquidated damages.

III. SECURITY AREA: Customer agrees to furnish sufficient space for PYRO SHOWS to properly conduct the Show as determined by NFPA 1123-2010 (hereinafter "Security Area"). Customer agrees to provide adequate security protection to preclude persons unauthorized by PYRO SHOWS from entering the Security Area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employees of PYRO SHOWS or persons specifically designated in writing by the sponsor, and submitted and approved, to PYRO SHOWS prior to the event.

Cleanup and policing of Security Area are the responsibility of Customer.

IV. INDEMNIFICATION AND HOLD HARMLESS: Customer agrees to hold PYRO SHOWS harmless from any damages caused to Customer which result as a consequence of Unauthorized persons entering the Security Area. Furthermore, Customer agrees to defend and indemnify PYRO SHOWS from any and all claims brought against PYRO SHOWS for damages caused wholly or in part by Unauthorized Person who have entered the Security Area.

V. AMENDMENT & ASSIGNMENT: This agreement is deemed personal and confidential to Customer, his heirs, executors and administrators only, and may not be sold, assigned, amended, or transferred without the prior written consent of PYRO SHOWS.

VI. COMPLIANCE WITH THE LAWS AND REGULATIONS: Promptly upon the execution of this Agreement, Customer shall apply for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. Customer agrees to indemnify and hold harmless PYRO SHOWS from against all claims, suits, causes of action, demands, penalties, losses or damages which may arise or accrue because of the failure or neglect of customer to obtain such approval. This Agreement is made expressly subject to and Customer expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.

VII. PERMITS AND LICENSES: Customer shall obtain and maintain, at its own expense, all necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. It is hereby stipulated that this Agreement is to be construed and governed by the laws of the State of Tennessee, and any suit involving this contract shall be brought in the Courts of Campbell County in the State of Tennessee, and the Customer hereby submits itself to the jurisdiction of said Courts and waives its rights to proceed against PYRO SHOWS in and other actions, in any other jurisdiction.

VIII. LATE PAYMENT: PYRO SHOWS shall charge, and Customer agrees to pay, one and one half percent (1 1/2%) per month late payment fee for each month until PYRO SHOWS is paid the amount set forth in Paragraph XIII herein. The stated late payment fee shall begin to run from the applicable date(s) established in the Proposal, unless this provision is prohibited by law.

IX. MUTUAL CANCELLATION: In the event of fire, accidents, strikes, delay, flood, acts of God, or causes beyond the control of PYRO SHOWS, which preclude PYRO SHOWS from presenting the Show, the parties hereto release each other from any and all performance of the covenants herein and from damages resulting from breach hereof, except that Customer agrees to assume the risk of damages to exhibits which must be placed in position and exposed a necessary time before the scheduled commencement of the Show.

X. ADVERTISEMENT AND PROMOTIONS : Customer agrees to state that fireworks display is being provided by Pyro Shows in all advertisements and promotions. Furthermore, Customer agrees to allow Pyro Shows to use sponsors name in Pyro Shows list of clients and any Pyro Shows advertisements and promotions.

XI. COMPLAINTS: In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, within ten (10) days after the date of the Show. In the event that Customer fails to register any complaint in the time and in the manner specified, Customer agrees that it shall not claim such complaint as cause for an offset or withhold any payment due to PYRO SHOWS hereunder on account of or because of such complaint or any matter arising from, relating to or a consequence of the complaint.

Furthermore, Customer agrees that should PYRO SHOWS have to collect any amount due PYRO SHOWS hereunder which Customer claims as an offset or which is withheld by Customer on account of, or because of, a complaint not registered with PYRO SHOWS in the time and in the manner specified herein, by law or through an Attorney-at-Law, PYRO SHOWS shall be entitled to collect attorneys' fees in the amount of 15% of the amount owing PYRO SHOWS or the maximum amount allowed by law, whichever is greater, along with all cost of collection.

XII. WORKER'S COMPENSATION/EMPLOYEES: PYRO SHOWS shall provide Worker's Compensation insurance for its employees only.

XIII. PAYMENT TERMS: Customer shall pay PYRO SHOWS between \$10,000-\$15,000 plus all applicable taxes according to the terms and conditions set forth in the attached Proposal for presenting the Show. Customer shall submit a 50% deposit upon return of signed contract. Balance due day of the show.

XIV. TAXES: Customer shall be responsible for all applicable sales taxes.

IMPORTANT: Checks must be payable to PYRO SHOWS, INC.

All the terms and conditions set forth on any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

PYRO SHOWS, INC.

BY: 

Date

12/14/12

Lansden E. Hill, Jr., President and CEO

CUSTOMER

BY: _____

Date _____

WARRANTY EXCLUSIONS

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No representation of affirmation of fact including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or be deemed to be, a warranty by PYRO SHOWS for any purpose, nor give rise to any liability or obligation of PYRO SHOWS whatsoever.

IN NO EVENT SHALL PYRO SHOWS BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY CLAIMED BREACH OF OBLIGATIONS HEREUNDER.

ADDENDUM

(if applicable)

Demolition of:
City of Port St. Joe
36 inch HDPE emergency line from old Primary Pump Station
to WWTP Lagoon

Responsible party agrees to the following:

- Provide the equipment and labor to remove pipe.
- "Liability insurance" covering all workers and equipment.
- "Bonded" covering any and damages that may occur during this procedure.
- Any solids accumulated within the pipe will be disposed of at the WWTP.
- They will remove the pipe from the blocked access areas that the Port Authority expressed a concern about first.
- They will seal off the pipe remaining under CR 382 per WWTP instruction.

Responsible Party

Edward J. Wolf

Date

12-5-2012

Richard Burkett
Code Enforcement Insepctor

**Code Enforcement
2012 Activity**

Activity As of 12-11-12
City Of Port St. joe

	Open	Closed	Total	Increase Since 11/27/12
Unlawful Accumulation	15	165	180	2
Substandard Structure	6	2	8	
Abandoned Vehicle	4	9	13	1
Unlawful Sewer	0	3	3	
Land regulation Violation	1	4	5	
Business Lic. Violation	0	2	2	
Special Master Hearings		2	2	
Building Demolition	0	4	4	
Waste Violation	12	148	160	18
Sign Violation	1	490	491	

Total	39	Total	829	Total	868	Total	21
				2012 Year Cases			