

December 3, 2013

**Regular Public Meeting
6:00 p.m.**

**Commission Chamber
City Hall
Port St. Joe, Florida**



City of Port St. Joe

Mel Magidson, Mayor-Commissioner
William Thursbay, 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 3, 2013

Call to Order

Consent Agenda

Minutes

- **Joint Commission/PDRB Workshop Meeting 11/18/13** **Pages 1-3**
- **Regular Commission Meeting 11/19/13** **Pages 4-8**
- **Workshop Meeting 11/21/13** **Page 9**

City Attorney

- **Legacy Trust Program- Update**
- **Resolution 2013-08 Enterprise Zone Expansion** **Page 10-14**
- **Ordinances 491, 492, & 493 Comprehensive Plan Update** **Pages 15-20**
 - **2nd Reading & Consideration of Adoption**

Old Business

- **Utility Billing Write-Off Policy** **Page 21**
- **Utility Bill- Michael Mork** **Page 22**
- **Centennial Bldg. Roof**

New Business

- **Employee Appreciation Dinner** **Pages 23-29**
- **New Years Eve Fireworks- TDC** **Pages 30-33**

Public Works

- **Update**

Surface Water Plant

- **Update**

Waste Water Plant

- **Wastewater License Requirements** **Pages 34-36**

City Engineer

- **Traffic Study- Update** **Pages 37-38**
- **Water Study- Update**
- **CDBG Water line Replacement Grant- Update**
- **USDA Sidewalk Replacement- Update**

Code Enforcement

- **Update** **Page 39**

Police Department

- Update

PSJRA

- Update

City Clerk

- Update

Citizens to be Heard

Discussion Items by Commissioners

Motion to Adjourn

**MINUTES OF THE WORKSHOP FOR THE JOINT CITY / PLANNING
DEVELOPMENT REVIEW BOARD MEETING OF THE BOARD OF CITY
COMMISSIONERS FOR THE CITY OF PORT ST. JOE, FLORIDA HELD IN THE
COMMISSION CHAMBER AT CITY HALL, NOVEMBER 18, 2013 at 5:00 P.M.**

The following were present: Mayor Magidson, Commissioners Buzzett, McCroan, Patterson and Thursbay. City Manager Jim Anderson, City Clerk Charlotte Pierce and Attorney Tom Gibson and were also present. Planning Development and Review Board (PDRB) members present were Patti Blaylock and Aaron Farnsley.

Commissioner Thursbay requested the Joint Workshop to discuss changes to the current Sign Ordinance.

Commissioner Buzzett noted the many years of work that have gone into the current Ordinance, shared that US 98 is our tourist corridor, and feels there are problems with Off Premise Signs.

Mayor Magidson provided as handouts excerpts from Street Graphics and the Law revised by the American Planning Association, August 2004. (See attached Exhibit A)

Various individuals spoke including Patti Blaylock, Dana Boyer, and Lorinda Gingell that have served on previous sign committees and noted the many hours of research and work that have been done to produce the current ordinance.

Others speaking on the Ordinance included Mark Haddock, Jon O'Donovan representing the Costa Family (McDonalds), Aaron Farnsley, Gail Alsobrook, and Barbara Radcliff.

Toye Roberts requested help from the City to get signage for Commerce Park.

Reverend Tommy Dwyer asked that local churches be allowed to erect signs directing visitors to the churches of their choice.

After a lengthy discussion, the Workshop for November 19, 2013, was cancelled and another Workshop was scheduled for December 10, 2013, at 4:00 P.M., during the PDRB Meeting.

Commissioner Thursbay reiterated that he did not want to penalize anyone as his goal was to help everyone.

Mayor Magidson adjourned the Meeting at 6:25 P.M.

Approved this _____ day of _____ 2013.

Mel C. Magidson, Jr., Mayor

Charlotte M. Pierce, City Clerk

Calculating Sign Area for a Specific Use

In addition to the computation method above, the USSC has developed an algebraic equation to determine the Area (A_{sign}) for signs containing letters only, which will provide the same result but will simplify the process. The equation allows for insertion of all of the size determinants except for Negative Space, which is fixed at the standard 40/60 ratio. (Note: If numbers are rounded off in the computation process, a very slight difference in result may occur between the computation process and the equation).

$$A_{sign} = 3n/80 [(VRT)(MPH)/LI]^2$$

Fixed Value: 40/60 ratio of letters to negative space

Variable Values:

- (1) Number of Letters (n);
- (2) Viewer Reaction Time (VRT);
- (3) Miles Per Hour (MPH); (4) Legibility Index (LI)

Calculating Sign Area Generally

The equation applied to determine sign area for a specific use assumes the motorist is traveling at a specific rate of speed. To allow for a more general evaluation of possible sign size and to satisfy the minimal legibility requirements across a full range of reaction times and speed zones, USSC developed a second equation. This formula fixes the average sign size determinants, leaving only VRT and the speed of travel (MPH) as variables. It can be used to create guidelines for the general size of signs necessary to adequately and safely convey roadside information to motorists traveling in a moderate- or high-traffic commercial area at a given rate of speed. Table 2-5 provides some examples of the use of the equation, and Figure 2-6 illustrates some average sign sizes as they relate to the speed of travel and driver reaction time.

TABLE 2-5. SIGN SIZE AS FUNCTION OF TRAVEL SPEED AND VIEWER REACTION TIME

MPH	VRT (Seconds)	Sign Size (Square Feet)
25	4	12.5
	5	20
	8	50
	10	78
40	4	32
	5	50
	8	128
	10	200
55	4	60.5
	5	95
	8	242
	10	378

$$A_{sign} = [(VRT)(MPH)]^2/800$$

Fixed Values:

- (1) 30 letters; (2) Legibility Index (LI) of 30; and
- (3) 40/60 ratio of letters to negative space

Variable Values:

- (1) Viewer Reaction Time; (2) Miles Per Hour (MPH)

SIGN HEIGHT: MINIMUM STANDARDS IN AREAS OF MEDIUM OR HIGH VEHICULAR TRAFFIC

For signs providing roadside information in primarily vehicular-oriented environments, the height above grade of the sign and/or sign copy has a pronounced effect on an approaching motorist's ability to detect and read the message displayed. As is now documented in the research publication, *Sign Visibility, Effects of Traffic Characteristics and Mounting Height*, the simple presence of other vehicles on the road (i.e., in front, in an adjacent travel lane, or in travel lanes in the opposite direction) can potentially prevent a driver from detecting a sign. If a sign is situated at or below five feet above grade, other vehicles may block the driver's view, and the sign copy will not be legible.

The aforementioned study used analytical algorithms reflecting known patterns of traffic flow and volume in conjunction with computer generated simulation software. The research resulted in predictions of the percentage of times that other vehicles blocked the view of an approaching motorist, thus preventing the driver from detecting a

Excerpts from

Street Graphics and the Law

Revised by the American Planning Association

August 2004

Sign Ordinances Reinforce a Sense of Place and Contribute to Public Safety

A comprehensive sign ordinance is conceived and derived from the function of overall community perception and is based on visual performance standards. It is intended to stimulate variety and high-quality design that **promote effective communication for each enterprise and reinforces a sense of place.**

"Signage on ground graphics on streets and highways should be based on legibility...and related to highway speeds and widths." *Page 2*

"Too much information on a sign, multiple signs in the same location, and signs that are too close together can contribute to a driver information overload that deteriorates traffic safety." *Page 31*

"Street graphics are important because they reflect public safety and can make a significant contribution to the lifestyle and economic vitality of a community. They are a good indicator of what people think of themselves and what they think of their environment...the originality of its people and its sense of order...They can announce or scream or mumble, inform or confuse, delight or depress, infer or insult, stimulate or irritate, designate or obfuscate. But most of all, they index...it becomes increasingly important that the proper use of street graphics be understood and appreciated." *Page 4*

United States Sign Council Best Practice Standards

"Research has shown that detection is inversely related to the complexity of both the driving task and the landscape. In other words, as complexity increases for either or both the driving task and the visual environment, detection of any specific object within that landscape is likely to decrease. **The more complex the landscape...the more conspicuous signs need to be for drivers to specifically identify them as signs and the message they convey.**" *Page 10*

"Current research on average reading times indicates that signs displaying four to eight words in simple typography can be comfortably read and comprehended in approximately four seconds, yielding a reading time or message scan, of one-half second per word...Additionally, symbols, such as directional, arrows or universally recognized logos or icons displayed on the sign are considered equivalent to one word or five letters." *Page 13*

Street Graphics Promote Compatibility with the Surrounding Visual Environment

"Street graphics in architectural, historic, and scenic areas can be given special regulations designed to enhance the special duality of a particular place; that is, establishments in these areas must have signage to function as commercial locales, tourist destinations, or workplaces, but **the need to respect the natural surroundings or historic context weighs equally with the needs of businesses to identify themselves.** The basic principle is to limit the types of display allowed to those considered appropriate in these special surroundings." *Page 36*

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, November 19, 2013, AT 6:00 P.M.

The following were present: Mayor Magidson, Commissioners Buzzett, McCroan, Patterson and Thursbay. City Manager Jim Anderson, City Clerk Charlotte Pierce and Attorney Tom Gibson were also present.

CONSENT AGENDA

Employee Retirement Recognition of Earl Haney

Mayor Magidson recognized Mr. Haney for his 18 plus years of service to the City of Port St. Joe. He was presented with a lapel pin, Service Award Certificate and a commemorative 100 year Birthday Coin for the City of Port St. Joe.

Minutes

A Motion was made by Commissioner Buzzett, second by Commissioner McCroan, to approve the Minutes of Regular Meeting on November 5, 2013. All in Favor; Motion carried 5-0.

CITY ATTORNEY – Tom Gibson

Private Construction in Public Right of Ways

Mr. Gibson shared that a balcony of the Port Theatre would be in the City's Right of Way when improvements are made and asked if there were any objections to this being in the Right of Way. There were no objections by the Commission.

Comprehensive Plan Economic Development Element

Mr. Gibson reminded the Commissioners that this would be an item on the December 3, 2013, Agenda.

CITY MANAGER'S REPORT

Old Business

Ordinance 497 Sign Ordinance – Commissioner Thursbay

There will be another Workshop with the Planning Development and Review Board at the December 10, 2013, meeting.

First Reading and Request to Advertise; Repeal of Ordinance 467

No action was taken because of the pending workshop.

RFP 2013-05 Lighthouse Relocations Bids

A Motion was made by Commissioner Buzzett, second by Commissioner Patterson, to reject the two bids received for the project as they were over budget and re-advertise the project as separate bids, one to move the lighthouse and another bid to move the remaining three structures (2 keepers' quarters and oil shed). All in Favor; Motion carried 5-0.

Lighthouse Lampist – Mayor Magidson

A Motion was made by Commissioner McCroan, second by Commissioner Patterson, to hire Joseph S. Cocking of Lighthouse Lamp Shop, Inc., as the sole source lampist for the Cape San Blas Lighthouse Project to remove, crate and store the Fresnel Lens. The contract amount is \$16,916. All in Favor; Motion carried 5-0.

Utility Billing Write-Off Policy – Commissioner Thursbay

A Motion was made by Commissioner Thursbay, second by Commissioner McCroan, to table the Write –Off policy but take a six months average of Mr. Mork's water bill and make that the bill after dropping his highest bill.

Commissioner Patterson questioned why anyone should have to pay for water running on the ground that they did not use. He supports averaging the bill for outrageous bills.

A discussion followed and Commissioner Thursbay amended his motion to a customer's bill must be eight times the averaged six month bill.

Mayor Magidson and Attorney Gibson cautioned that any action taken tonight on a bill would set a precedence and that a policy should be established before any action is taken on the bill.

Mr. Gibson pointed out that, from a legal standpoint, policy should be set first and then deal with Mr. Mork's water bill.

Commissioner Buzzett noted that staff and the attorney had offered a structure to help staff deal with these issues. He also reminded the Commissioners that these changes are going to cost the City a lot of money down the road, that Mr. Anderson has shared that uncollected water bills are at approximately \$100,000 which will have an impact on the budget and the only way to recover these expenses would be to raise water rates which he does not want to do. Commissioner Buzzett stressed that a policy was needed for employees and that the Commission did not need to get into a personality contest with water bills at Commission meetings.

Commissioner McCroan stated that he agreed a policy was needed but he did not go along with what was presented tonight.

Commissioner Thursbay stated he wanted to resolve Mr. Mork's bill tonight.

Attorney Gibson disagreed with this as Mr. Mork was told that until the policy issue was resolved he did not have to pay the bill.

Mr. Anderson questioned if you do an adjustment to help a few people what would be done for the rest of the people. Everyone pays a water bill and we need to be mindful of this. His concern was, "At the end of the day would we want to have to come back and raise the water rates next year?"

Commissioner Thursbay amended his Motion to: In the event, until we can work something out, that a man's bill is 8 times the average bill of the last 6 months you can come to the meeting, show proof, then the commission can adjust the bill.

Mayor Magidson read from previous Minutes that no action would be taken on Mr. Mork's bill until a policy has been established. He cautioned that the Commission is going down a slippery slope, they need to be very careful and come up with some standards that everyone can live with.

Commissioner Buzzett questioned if the agenda item was the Utility Billing Write-Off Policy and if that is what we are suppose to vote on.

Mayor Magidson responded that what is on the agenda is to be voted up, down or tabled.

Commissioner Buzzett noted that the policy of this Board in the past, has been that something not on the agenda was not brought up for a vote.

Mayor Magidson note that was absolutely correct.

Commissioner Patterson asked what the current policy was.

Mr. Anderson responded that right now we do not currently waive anything on water unless the City makes a mistake, such as a bad meter or bad water. According to the industry standards, if the water goes through the meter, someone has to pay for the cost to produce the water, for the guys to work there and costs associated with that. We do a sewer adjustment because we can justifiably say that it went on the ground and not treated through the sewer system.

A more lengthy discussion followed and Attorney Gibson asked that each Commissioner review the policy that was provided in the Agenda packet, make notes of their wishes and get back with Mr. Anderson and Mr. Gibson.

Michael McKenzie, Robertson and Associates shared that he, Ralph Roberson, Mr. Gibson and Mr. Anderson worked on the policy to try to make it fair for everyone. In the Enterprise Fund, it has to balance. You have to budget your expenses to your revenues. He noted that if you start cutting revenues you have to start cutting expenses to make it balance. They were concerned with setting a precedence for individual adjustments.

Mr. Gibson shared that several other municipalities had been checked with and they do the same thing that we have done in the past. He also noted that PSC regulated industries require that anything that goes through your meter has to be paid for. He shared his concerns that if anything was done tonight the policy has been set. Mr. Mork does not have to do anything until we have a policy. Mr. Gibson requested that the Commissioners give comments, let staff know what they do and don't like and noted that no one is getting hurt while we are taking time to set the policy. Mr. Gibson reminded the Commissioners they received the proposed policy last Friday in their agenda and asked that they review it, make notes on it, call or email him with their concerns and staff will work to get the policy like the Commission wants it.

Commissioner Thursbay withdrew his motions.

Centennial Building Roof

Mr. Anderson shared that Mr. Grantland and Bill Kennedy had been on the roof yesterday after the rain storm and found that pine straw, scuppers and possibly seam issues could be part of the problem. They suggested a maintenance plan, expanding the scuppers and removal of several trees to help the situation.

Mr. Grantland noted that the integrity of the roof appeared to be fine.

New Business

Christmas Dinner

The Christmas Dinner was discontinued several years ago and employees have asked that it be reinstated. After discussion, a motion was made by Commissioner Thursbay, second by Commissioner McCroan, to declare collected scrap metal as surplus and use to provide an appreciation dinner for the employees. All in Favor; Motion carried 5-0.

Commissioner Buzzett requested that an update be given on the lights for Cabel Drive.

Bobby Pickels of Duke Energy, gave a report on the recently repaired and existing lights throughout the City. To add lights the City will need to work with Mr. Pickels and Duke Energy. A letter from the City, requesting the additional lights, will be needed to begin the process.

Christmas Decorations and Carriage Rides

The Port St. Joe Merchants Association has requested that they be allowed to have carriage rides downtown on Friday, December 6, 2013. They have also asked that the City look into the possibility of having lights in the trees on Reid Avenue.

Gail Alsobrook stated that the PSJRA could provide power to the poles to assist with the lighting.

Legacy Trust Program – Commissioner Thursbay

This program is currently being reviewed by Staff, Attorney Gibson and Insurance Agent Dwight Van Lierop.

Public Works – John Grantland

Mr. Grantland did not have anything to report.

Commissioner Patterson asked if all amnesty trash had been picked up and Mr. Grantland responded that there were several areas still to be picked up.

Surface Water Plant – Larry McClamma

Mr. McClamma noted that the plant is not running 24-7. He also shared that the employees who went to Dalton, Georgia reported a good trip and they are waiting on the water study to complete their recommendations.

Wastewater Plant – Lynn Todd

SolarBee Aerator System Update

Ms. Todd noted that another aerator had been lost this week and they are at bare bones bottom now.

Kevin Pettis reported on the synopsis of his trip to Birmingham, Alabama to observe the SolarBee aerators. He and Buddy Cumbie were pleased with what they saw and recommends installation of the aerators for the Wastewater Treatment Plant.

A Motion was made by Commissioner Buzzett, second by Commissioner Patterson, to purchase 5 SolarBee Aerators pending review of the contract by Attorney Gibson and Mr. Anderson. This purchase is a budgeted expense. All in Favor; Motion carried 5-0. It was noted that there would be a 30 – 60 days installation period, a maintenance package was included and no supplementary power would be required.

City Engineer – Clay Smallwood, III

Traffic Study Update

No additional information has been requested by DOT.

Water Study Update

A report has been received on the jar testing of Ferric and Staff will be meeting with Mr. Kozan on Friday. Mr. Kozan will be available for the December 3, 2013, Commission meeting if needed.

CDBG Water Line Replacement Grant Update / USAD Sidewalk Replacement Update

The project has been value engineered and is now within both the CDBG (\$571,302) and USDA (\$176,000) available amounts. A Motion was made by Commissioner Buzzett, second by Commissioner McCroan, to accept the amended Scope of Work. All in Favor; Motion carried 5-0. A letter will be needed from the City to proceed. Consensus of the Commission was to proceed with the project.

Code Enforcement

Mr. Burkett's report was reviewed. No action was taken.

Police Department

Chief Barnes was absent and Sergeant Burch did not have anything to report.

Port St. Joe Redevelopment Association (PSJRA) – Gail Alsobrook

PSJRA Meeting Minutes of September 19, 2013

Minutes were provided for perusal by the Commission.

Phase IV Landscape Project

Ms. Alsobrook shared that trees would be planted on December 2; Plants on December 9; Cleanup will be done on December 16 and a punch list will be reviewed on December 23, 2013.

Lighthouse Documentary Extension Approval by BP

An extension to April of 2014, has been granted for the Lighthouse Documentary.

Langston Drive Lighting Status

Ms. Alsobrook anticipates the Safe Route to Schools Grant will be approved soon.

Commissioner Patterson questioned a change to the Phase IV Landscape Project Bid. Ms. Alsobrook shared information on the questioned change and Mayor Magidson noted that there was no change made to the original scope of work concerning weed barrier and addition pine straw was added.

City Clerk – Charlotte Pierce

Clerk Pierce reminded the Commissioners that City Hall would be closed on Thursday, November 28 and Friday, November 29, 2013. The payment drop box will be available for payments and the Gulf County Sheriff's Non-Emergency number, 227-1115, may be called for assistance.

Citizens to be Heard

Kristy McElroy thanked the Commissioner for the \$10,000 contribution from BP Funds to the Port St. Joe Port Authority. Mr. Gibson noted that dues were paid in a couple of days of receiving the money and the insurance is being paid. He shared that there has not been a commitment from EDA on the project.

John Parker encouraged everyone to support the events planned for December 7, 2013, in conjunction with the Farmer's Market and Christmas festivities.

Amy Rogers inquired about the following:

- *Sidewalks for Avenue D to Hodrick Street.* This area was not included in the USDA Grant because there are no businesses in this area. Mayor Magidson noted that grants would be considered for this area.
- *Painting of restroom doors at Washington Gym.* Gulf County Commissioner Tan Smiley had been taking care of this. When more funds are available, he will continue the project.
- *Bleachers for ball field at the Washington site.* Replacements are being sought.
- *Housing Project.* The PACES Foundation is currently working on this project.
- *Water pipe replacements.* The areas of concern are in the upcoming North Port St. Joe Water Improvements Grant.

Discussion Items by Commissioners

Commissioner Thursbay reminded everyone of the basket located downstairs for Food Pantry donations and encouraged anyone that could, to participate in providing donations.

Commissioner Patterson commended Staff for their work in following up on the renewal of City Business License.

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

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

A Motion was made by Commissioner Patterson, second by Commissioner Thursbay, to adjourn the Meeting at 7:50 P.M.

Approved this _____ day of _____ 2013.

Mel C. Magidson, Jr., Mayor

Charlotte M. Pierce, City Clerk

**MINUTES OF THE WORKSHOP MEETING FOR THE SECOND PUBLIC
HEARING FOR THE ECONOMIC DEVELOPMENT ELEMENT TO THE CITY
OF PORT ST. JOE'S COMPREHENSIVE PLAN HELD AT THE LOCAL
COLOR BUILDING, 406 MARINA DRIVE, PORT ST. JOE, FLORIDA, ON
NOVEMBER 21, 2013, AT 4:00 P.M.**

The following were present: Mayor/Commissioner Magidson, City Manager Jim Anderson, City Clerk Charlotte Pierce, Attorney Tom Gibson and City Community Planning Consultant Marina Pennington. Commissioners Buzzett, McCroan, Patterson, and Thursbay were absent.

Other attendees included Loretta Costin, Barry Sellers, Gail Alsobrook, Jason Shoaf, Guerry Magidson, Steve Wich, Warren Yeager, Jennifer Jenkins and Paula Pickett. The media was represented by Tim Croft and Ken Murphy.

On behalf of the City, Tom Gibson welcomed those present to the second stakeholders workshop to discuss the Draft Economic Development Element.

Tony Carvajal, Executive Vice President of the Florida Chamber Foundation, provided a presentation for the Florida Chamber Foundation on the findings of the new Florida Trade and Logistics Study and how such findings may impact future economic development in the Northwest Florida Region. Participants included representatives from the City, County as well as representatives from economic development organizations.

City Community Planning Consultant Marina Pennington provided a draft of the City's Economic Development Element of the Comprehensive Plan. The draft element reflected comments received over the last few months from residents; local, regional and state agencies and economic development organizations. The plan was reviewed by the group. Additional comments were received and will be incorporated on the draft.

Loretta Costin offered several suggestions for wording in Objective 3.

Dr. Tim Nelson shared his concerns about the Frank Pate Boat Ramp area and would like to see other access points to St. Joseph Bay considered.

Ms. Pennington and Mr. Gibson thanked those attending for their participation and noted that any changes needed would be made by Ms. Pennington.

Mr. Gibson noted that a draft of the Economic Development Element would be presented to the City Commission on December 17, 2013. Upon approval of the document, it will be transmitted to the Florida Department of Economic Opportunity for their review.

Mayor Magidson adjourned the Workshop at 5:43 P.M.

Approved this _____ day of _____ 2013.

Mel C. Magidson, Jr., Mayor

Charlotte M. Pierce, City Clerk

Zimbra

janderson@psj.fl.gov

PSJ Enterprise zones

From : Donald Butler <dbutler@gulfcountry-fl.gov>

Tue, Nov 26, 2013 07:29 AM

Subject : PSJ Enterprise zones

6 attachments

To : janderson@psj.fl.gov

Jim

Yesterday was lost . Please find attached, the following maps with changes.

Map # 49D addition of 40+ acres north of Clifford Simms.

Map 32D Removal of low land, mostly in St. Joe Shores, (county) and fringe area in city.

Also in light yellow, the addition of beachfront area in St Joe Shores.

Map 33A Removal of low land south of Barefoot Cottages. None of this area removed is along the highway.

I will send a copy of proposed resolution.

Thanks

Don

Donald Butler

Gulf County Administrator

1000 Cecil G. Costin, Sr. Blvd., Room 301

Port St. Joe, FL 32456

(850) 229-6106

(850) 229-9252 Fax

From: Scott Warner [mailto:swarner@gulfcountry-fl.gov]**Sent:** Thursday, November 21, 2013 4:54 PM**To:** dbutler@gulfcountry-fl.gov**Subject:** PSJ Enterprise zones

Please see attached maps.

Gulf County Board of County Commissioners



Scott Warner, GISP, FPEM - GIS Director/EM Coordinator

1000 Cecil G. Costin, Sr. Blvd Bldg 500

Port St. Joe, Florida 32456

85°17'24.4"W 29°48'48.807"N

Office: (850) 229-6145

Fax: (866) 402-1692

Email: swarner@gulfcountry-fl.gov

County Web Address: <http://www.gulfcountry-fl.gov>

GIS Department Web Address: <http://www.gulfcountry-fl.gov/gis.cfm>

Emergency Management's Facebook page: 

Skype: gulf.county.fl.gis

P Please consider the environment before printing this e-mail

"Under Florida Law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by telephone or in writing."



image001.jpg

4 KB



image002.gif

741 B




image003.png

2 KB

 **EnterpriseZones_2013_39PSJ.pdf**

484 KB

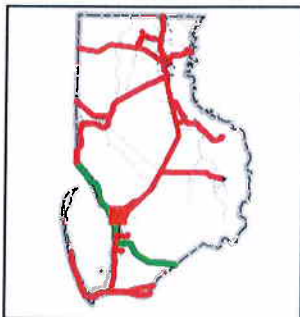
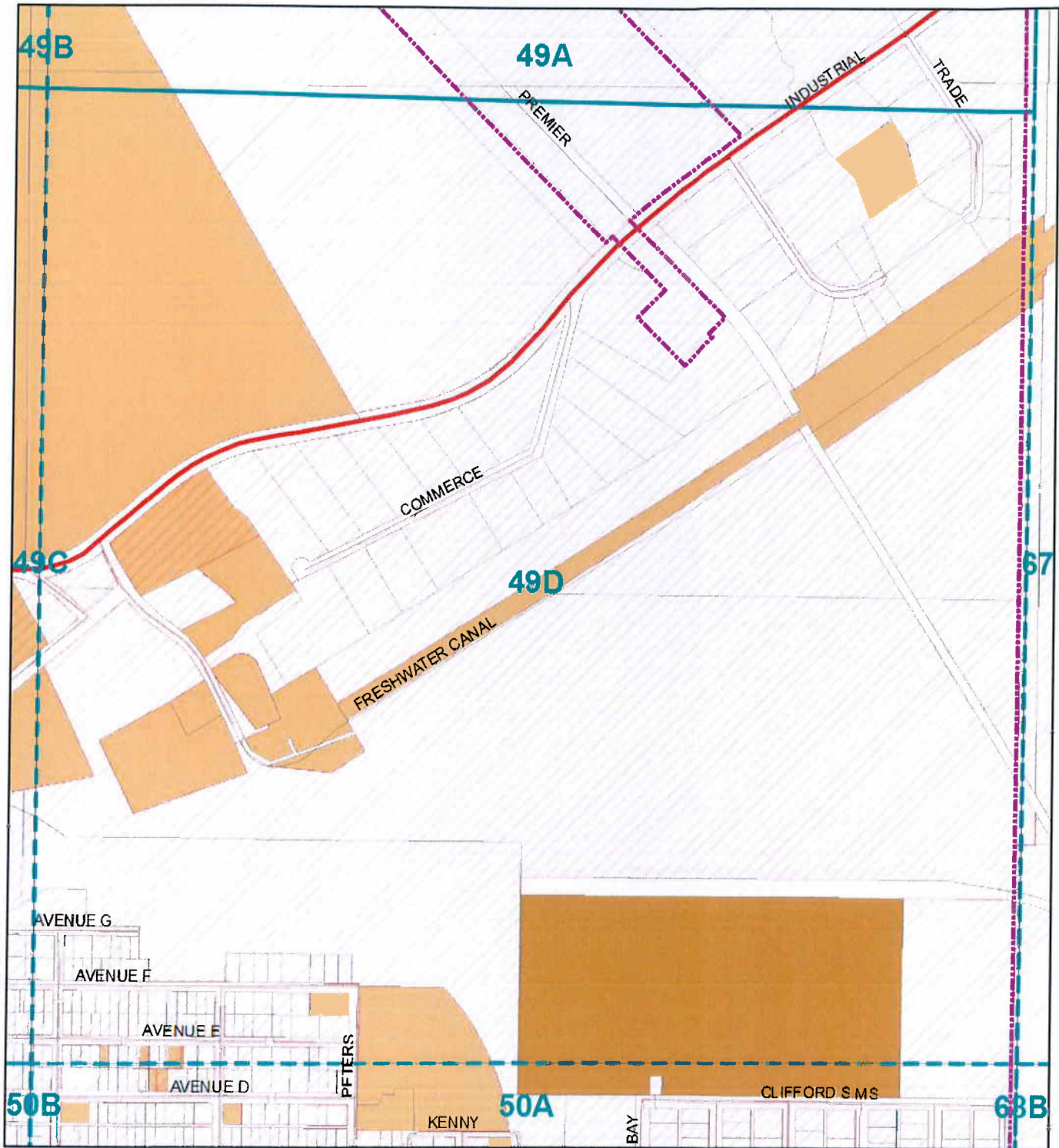
 **EnterpriseZones_2013_pg26PSJ.pdf**

271 KB

 **EnterpriseZones_2013_pg28PSJ.pdf**

289 KB

Enterprise Zones



Legend



Port St Joe City Limits

Parcels

PA. USE



Unbuildable/No tax



Everything else



Map Grid

Enterprise Zones

Current and Proposed



Current PSJ Zone



2

12



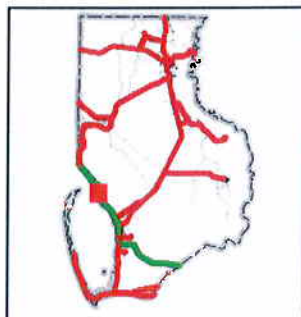
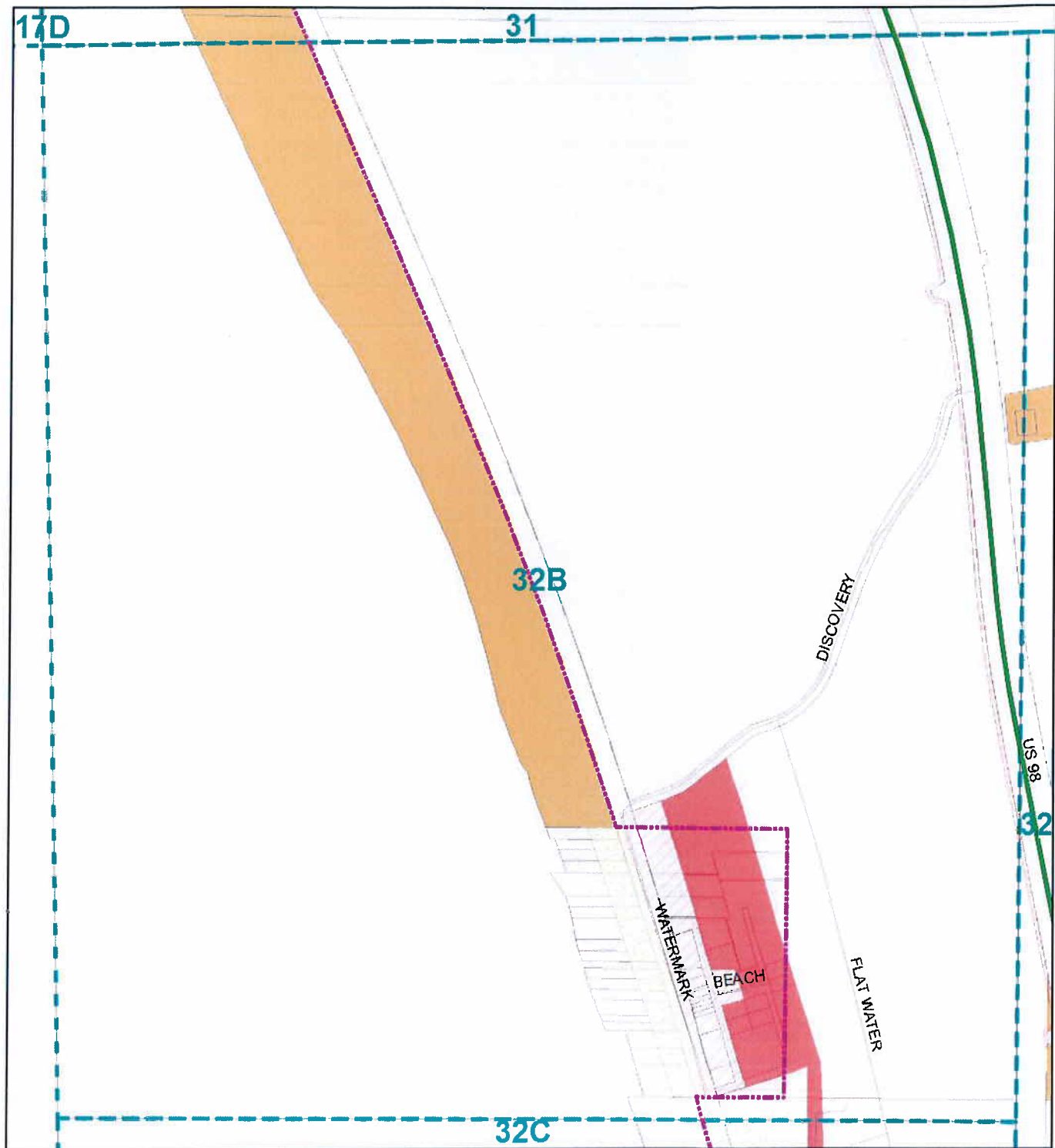
MAP #
49D

GIS Department



Page 39

Enterprise Zones



Legend



Port St Joe City Limits

Parcels

PA. USE



Unbuildable/No tax



Everything else



Map Grid

Enterprise Zones

Current and Proposed



Delete



Current PSJ Zone

23



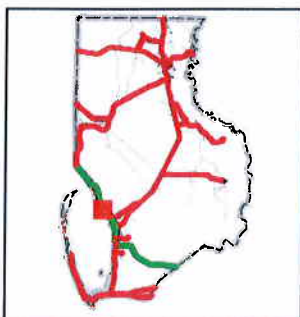
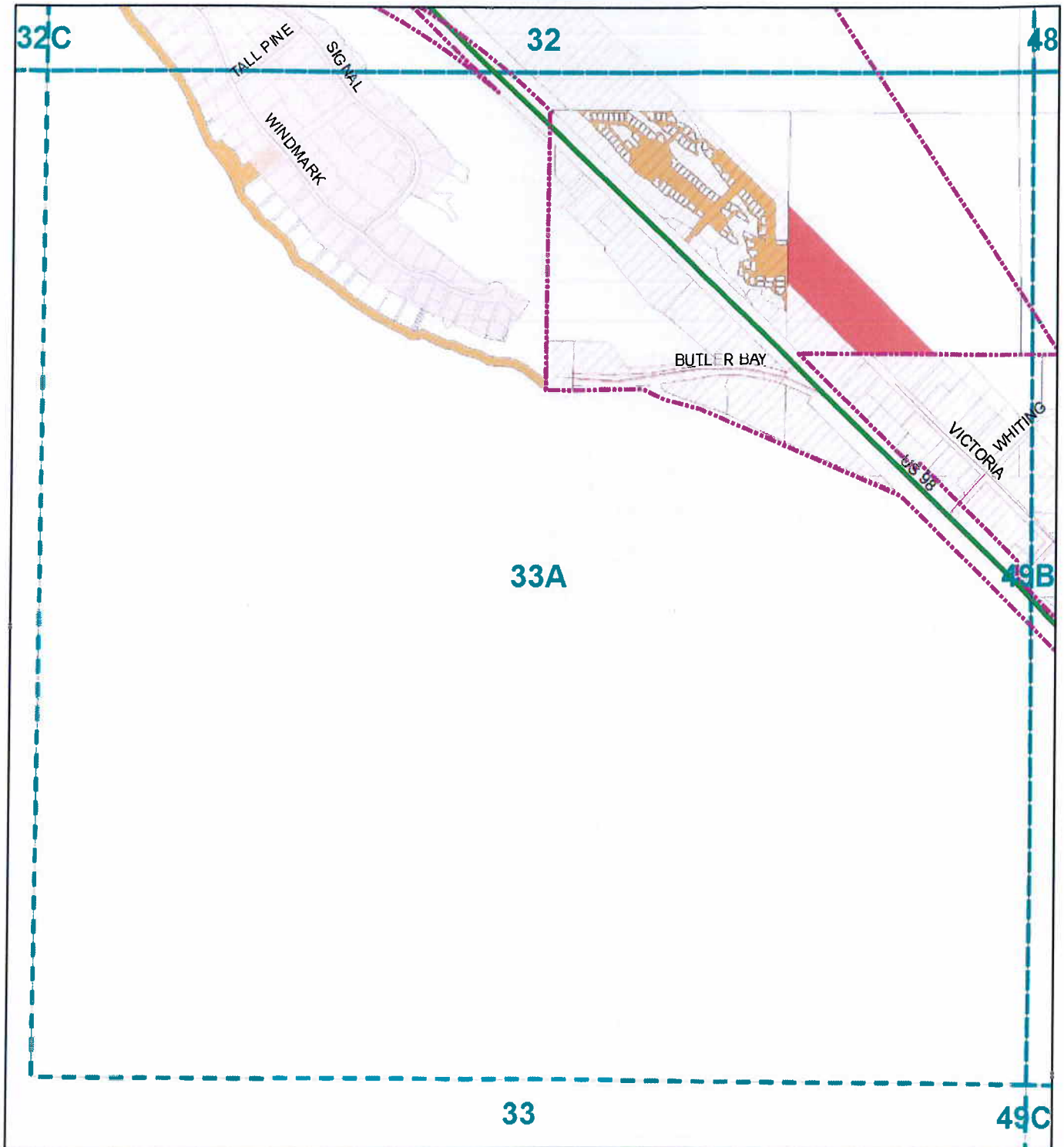
MAP #
32B

GIS Department



Page 26

Enterprise Zones



Legend



Port St Joe City Limits

Parcels

PA. USE



Unbuildable/No tax



Everything else



Map Grid

Enterprise Zones

Current and Proposed



Delete



Current PSJ Zone



10



MAP #
33A

GIS Department



Page 28

ORDINANCE NO. 491

AN ORDINANCE OF THE CITY OF PORT ST. JOE, FLORIDA AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF PORT ST. JOE, FLORIDA, PURSUANT TO AUTHORITY UNDER STATE STATUTES SECTION 163.187, SPECIFICALLY AMENDING THE TEXT OF THE HOUSING, INFRASTRUCTURE AND CONSERVATION ELEMENTS OF THE COMPREHENSIVE PLAN; PROVIDING FOR REPEAL OF ANY CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, §163.3187, Florida Statutes, provides for the authority and procedure for the City Commission of Port St. Joe, Florida to amend its Comprehensive Plan utilizing procedures applicable to large scale developments; and

WHEREAS, in accordance with the requirements of Florida Statutes, the City of Port St. Joe provided notice to the public of public hearings to be held August 13, 2013 and August 20, 2013 for the adoption of the amendments to the housing, infrastructure and conservation elements of the Comprehensive Plan; and

WHEREAS, on August 20, 2013 the Port St. Joe City Commission authorized transmittal of the proposed plan amendment to the appropriate state agencies;

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF PORT ST. JOE, FLORIDA:

SECTION 1. APPROVAL

The housing, infrastructure, and conservation elements of the City of Port St. Joe Comprehensive Plan are hereby amended as set forth on Exhibit "A".

SECTION 2. CONSISTENCY WITH CITY OF PORT ST. JOE COMPREHENSIVE PLAN

The Board of City Commissioners hereby finds and determines that the approval of the amendments is consistent with the goals, objectives and policies of the City of Port St. Joe Comprehensive Plan as amended.

SECTION 3. ENFORCEMENT

The City may enforce this Ordinance as authorized by law.

SECTION 4. REPEAL

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5. SEVERABILITY

The provisions of this Ordinance are hereby declared to be severable. If any provision of this Ordinance, or the application thereof, to any person or circumstance is held to be invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application.

SECTION 6. EFFECTIVE DATE

The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

This Ordinance was adopted in open regular meeting after its second reading this _____ day of _____, 2013.

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

By: _____
Mel Magidson, Jr., Mayor-Commissioner

Attest: _____
Charlotte M. Pierce
City Clerk

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

ORDINANCE NO. 492

AN ORDINANCE OF THE CITY OF PORT ST. JOE, FLORIDA AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF PORT ST. JOE, FLORIDA, BY AND THROUGH PROCEDURES REQUIRED FOR LARGE-SCALE MAP AMENDMENTS PURSUANT TO AUTHORITY UNDER STATE STATUTES SECTION 163.3187, SPECIFICALLY APPROVING THE AMENDMENT TO THE COASTAL MANAGEMENT ELEMENT – PORT OF PORT ST. JOE MASTER PLAN GOALS, OBJECTIVES AND POLICIES; AND PROVIDING FOR REPEAL OF ANY CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, §163.3187, Florida Statutes, provides for the authority and procedure for the City Commission of Port St. Joe, Florida to amend its Comprehensive Plan utilizing procedures applicable to large scale developments; and

WHEREAS, The Port of Port St. Joe adopted its 2013 Port Master Plan on June 12, 2013; and

WHEREAS, in accordance with the requirements of Florida Statutes, the City of Port St. Joe provided notice to the public of public hearings to be held August 13, 2013 and August 20, 2013 for the adoption of the 2013 Port Master Plan into the Coastal Management Element of the City of Port St. Joe Comprehensive Plan; and

WHEREAS, on August 20, 2013 the Port St. Joe City Commission authorized transmittal of the proposed plan amendment to the appropriate state agencies;

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF PORT ST. JOE, FLORIDA:

SECTION 1. APPROVAL

The goals, objectives and policies of the 2013 Port Master Plan described in Exhibit "A" attached and incorporated herein, is hereby approved. The application and all documentation submitted by the Applicant in support of it are hereby incorporated by reference.

SECTION 2. CONSISTENCY WITH CITY OF PORT ST. JOE COMPREHENSIVE PLAN

The Board of City Commissioners hereby finds and determines that the approval of the Port Master Plan as set forth in Section 1 is consistent with the goals, objectives and policies of the City of Port St. Joe Comprehensive Plan as amended.

SECTION 3. ENFORCEMENT

The City may enforce this Ordinance as authorized by law.

SECTION 4. REPEAL

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5. SEVERABILITY

The provisions of this Ordinance are hereby declared to be severable. If any provision of this Ordinance, or the application thereof, to any person or circumstance is held to be invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application.

SECTION 6. EFFECTIVE DATE

The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

This Ordinance was adopted in open regular meeting after its second reading this _____ day of _____, 2013.

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

By: _____
Mel Magidson, Jr., Mayor-Commissioner

Attest: _____
Charlotte M. Pierce
City Clerk

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

ORDINANCE NO. 493

AN ORDINANCE OF THE CITY OF PORT ST. JOE, FLORIDA AMENDING THE COMPREHENSIVE PLAN AND FUTURE LAND USE MAP OF THE CITY OF PORT ST. JOE, BY AND THROUGH THE PROCEDURES REQUIRED FOR LARGE SCALE MAP AMENDMENTS PURSUANT TO AUTHORITY PROVIDED BY FLORIDA STATUTES SPECIFICALLY CHANGING ALL OR PART OF THE PARCELS DESCRIBED IN EXHIBIT "A"; ADOPTING REVISED MAPS; PROVIDING FOR REPEAL OF ANY CONFLICTING ORDINANCE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, §163.3187, Florida Statutes, provides for the authority and procedure for the City Commission of Port St. Joe, Florida to amend its Comprehensive Plan utilizing procedures applicable to large scale developments; and

WHEREAS, in accordance with the requirements of Florida Statutes, the City of Port St. Joe provided notice to the public of public hearings to be held August 13, 2013 and August 20, 2013 for the adoption of amendments to the Comprehensive Plan and future land use map of the City of Port St. Joe, by and through the procedures required for large scale map amendments pursuant to authority provided by Florida Statutes specifically changing all or part of the parcels described in Exhibit "A."

WHEREAS, on August 20, 2013 the Port St. Joe City Commission authorized transmittal of the proposed plan amendment to the appropriate state agencies;

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF PORT ST. JOE, FLORIDA:

SECTION 1. APPROVAL:

The application for amendment to the Future Land Use Map for the property described in Composite Exhibit "A" is approved and the new land use designation is hereby changed to those shown in Exhibit "A" – Revised Map 4 – Future Land Use Map 2020. Revised Map 20 – Energy Conservation Areas and Features is approved as shown in Exhibit "B".

SECTION 2. CONSISTENCY WITH THE CITY OF PORT ST. JOE COMPREHENSIVE PLAN:

The Board of City Commissioners hereby finds and determines that the approval of the application and change in land use as set forth in Section 1 is consistent with the goals, objectives and policies of the City of Port St. Joe Comprehensive Plan.

SECTION 3. ENFORCEMENT:

The City may enforce this Ordinance as authorized by law.

SECTION 4. FUTURE LAND USE MAP:

Upon this Ordinance becoming effective, the City of Port St. Joe Future Land Use Map shall be amended to show the Property as having a land use of as described in Exhibit "A". The City Manager is hereby directed to revise the City of Port St. Joe Future Land Use Map to reflect this designation.

SECTION 5. REPEAL:

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 6. SEVERABILITY:

The provisions of this Ordinance are hereby declared to be severable. If any provision of this Ordinance, or the application thereof, to any person or circumstance is held to be invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application.

SECTION 7. EFFECTIVE DATE:

The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

This Ordinance was adopted in regular meeting after its second reading this ____ day of _____, 2013.

THE CITY OF PORT ST. JOE BOARD OF
CITY COMMISSIONERS

Mel Magidson, Jr., Mayor-Commissioner

Attest: _____

Charlotte M. Pierce
City Clerk

Policy for Utility Billing Adjustments

Requests for utility billing adjustments must be submitted to the City Utility Department on the "Request for Utility Billing Adjustment" form. This form will require documented evidence of the leak such as one of the following: paid receipt for repairing the leak, receipt for parts purchased to repair the leak, or a picture evidencing the leak.

All water leaks on the customer side of the meter are the responsibility of the customer, with the exception of a leak caused by a city employee, or a city contractor.

Documented water leaks may be considered for adjustment by the Utility Department if total month's usage is at least twice the six month average usage. Excessive usage readings caused by a bad meter as determined by the City will be credited to the customer.

If approved, the Utility Department will determine the gallons approved for credit based on the evidence of the leak and the usage history of the customer in prior comparable periods.

Water leaks approved for credit will be eligible for:

- 100% credit for the related sewer charge, but not less than six month usage average.
- Reduction of water charge to total gallons multiplied by lowest per 1000 gallon charge in place during month of the requested adjustment. Limited to (1) adjustment in a (12) month period for (2) billing periods.
- Confirmed (By City Staff and/or Private Contractor) water leaks (8) times their normal bill will be reduced to their (6) month average.

Utility charges related to a water leak determined to be due and payable may be approved by the Utility Department for payment over a reasonable amount of time, based on hardship but not to exceed twelve months.

Sewer charge adjustments may be allowed by the Utility Department for a new pool installation or a refill. Limited to (1) adjustment in a (12) month period for (1) billing period. A request must be made on the "Request for Utility Billing Adjustment Form".

Decisions of the Utility Department may be appealed by submitting additional information regarding the leak in writing to the City Manager within 10 days of notification of the decision by the Utility Department.

11/25/2013 15:12 | City of Port St. Joe
janderson | Utility Find

ACCOUNT: 1060195120
LOCATION: 2004 GARRISON AVE.
ACCT OWNER: MORK, MICHAEL
ACCT CUST: MORK, MICHAEL

EFF DATE: 11/25/2013

YEAR	CAT	BILL	NSC	ORIG	BILLED	ACTIVITY	UNPAID	BAL	DUE	NOW
2012-11	UB-U	453369	Y		206.11	-206.11	0.00	0.00	0.00	
2012-12	UB-U	455374	Y		202.90	-202.90	0.00	0.00	0.00	
2013-01	UB-U	461031	Y		253.75	-253.75	0.00	0.00	0.00	
2013-02	UB-U	463723	Y		104.66	-104.66	0.00	0.00	0.00	
2013-03	UB-U	469431	Y		129.94	-129.94	0.00	0.00	0.00	
2013-04	UB-U	471352	Y		120.63	-120.63	0.00	0.00	0.00	
2013-05	UB-U	475384	Y		303.61	-303.61	0.00	0.00	0.00	
2013-06	UB-U	479426	Y		123.36	-123.36	0.00	0.00	0.00	
2013-07	UB-U	485598	Y		119.93	-119.93	0.00	0.00	0.00	
2013-08	UB-U	489636	Y		199.03	-199.03	0.00	0.00	0.00	
2013-09	UB-U	491699	Y		110.72	-110.72	0.00	0.00	0.00	
2013-10	UB-U	497765	Y		769.78	-184.51	585.27	0.00	0.00	
2013-11	UB-U	501469	Y		3618.48	-1205.28	2413.20	585.27	2413.20	
2013-12	UB-U	505530	Y		98.89	0.00	98.89	98.89	98.89	
TOTAL DUE NOW										3097.36
TOTAL UNPAID										3097.36

** END OF REPORT - Generated by JIM ANDERSON **

City of Port St. Joe
Request for Employee Appreciation Dinner Quote
Friday, December 13, 2013, 6:30 P.M., Centennial Building

Dockside Café
Duren's Piggly Wiggly
Paul Gant's Bar B Que
Pepper's Mexican Grill
Provisions Restaurant
Sister's Restaurant
Sunset Coastal Grill

If you are interested in submitting a quote for the above referenced, please provide your information by **Noon, Tuesday, November 26, 2013**. We anticipate approximately 150 plates.

Salad
Choice of 2 meats
2 vegetables
Beverages - Tea and water
Dessert

All utensils and dinner ware will need to be provided by you.

Tablecloths and set up of tables and chairs will be provided by the City.

Should you have any questions, please contact Charlotte at City Hall 229-8261.

Thank you.

Employee Appreciation Dinner Quote Comparison

Provider	Per Person	Sub-Total	Gratuity	Total	
Dockside	\$15.85			\$2,377.50	
Paul Gant's Bar B Que	\$14.15	\$1,957.50	\$165.00	\$2,122.50	
Provisions	\$18.00			\$2,700.00	
Sister's (Steak)	\$18.95			\$2,842.50	
Sister's (Chicken)	\$15.00			\$2,250.00	
Sunset Coastal Grill	\$13.98	\$1,849.00	\$247.35	\$2,096.35	
Based on 150 plates					

Port St Joe Employee Appreciation Dinner Menu

(Proposed)

Salad: Mixed Garden including Romaine & Iceberg lettuce, carrots, tomatoes, onion, bacon bits, and sharp cheddar. Choice of Ranch, Italian, Blue Cheese, Thousand Island.

Meat Sections (Choice): Glazed Ham, Hickory Smoked Turkey

Choice of Vegetables (2): Green Beans, Fried Corn on the Cob, Mashed Potatoes, Mixed Steamed Vegetables.

Beverages: Iced Water, Sweet Tea, Unsweet Tea, Lemons

Desserts: Choice of Homemade Key Lime Pie and Peanut Butter Pie and Whipped Cream & Chocolate Drizzle.

***Flatware, Napkins, Serviceware included.**

From : Darren McDaniel
<steamersdocksideseafood@yahoo.com>

Tue, Nov 26, 2013 12:59 PM

Subject : Re: Employee Appreciation Dinner 12/13/13

To : Charlotte Pierce <cpierce@psj.fl.gov>

Reply To : Darren McDaniel
<steamersdocksideseafood@yahoo.com>

Charlotte,

Thanks for the opportunity to bid on the City's Employee Appreciation Dinner on December 13th.

We are able to meet your requirements for a cost to you of \$15.85 per plate with a guaranteed minimum of 125

Paul's Gant Bar B Que / Linda Gant Owner

103 BROAD STREET
Port St. Joe, FL 32456
Tax Id# 59-3505380

Invoice

Date	Invoice #
11/19/2013	1584

Bill To
CITY OF PORT ST. JOE

		P.O. No.	Terms	Project
Description	Qty		Rate	Amount
CHICKEN, BOSTON BUTT, BAKED BEANS, SALAD, POTATO	150		11.95	1,792.50
SALAD BREAD TEA				
GRATUITY	1		15.00%	268.88
Cheese cake, Banana Pudding			165.00	165.00
Thank you for your business.				

Subtotal \$2,226.38

Sales Tax (7.0%) \$137.03

Total \$2,363.41

Payments/Credits \$0.00

Balance Due \$2,363.41

Provisions, Inc.

222 Reid Ave.

Port St. Joe, FL 32456

Invoice

Date	Invoice #
12/13/2013	59

Bill To
City Of Port Saint Joe Charlotte Pierce 850-229-8261 cpierce@psj.fl.gov

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			12/13/2013			
Quantity	Item Code	Description			Price Each	Amount
150	Menu	Blackened Roasted Pork W/ Pineapple Sauce & Chicken Marbela Provisions Hpouse Salad W/ 2 Dressings Grill Vegetables, Mashpotatoes,Roasted acorn,butternut squash,green beans. Choosee 2, Wild Rice. Pumpkin pie or Sweet potatoe pie Water & Tea. Are you providing the drink cups? Plates & Utensils tax exemp Out-of-state sale, exempt from sales tax			18.00 0.00 0.00%	2,700.00T 0.00 0.00
					Total	\$2,700.00

SISTERS' RESTAURANT

236 REID AVENUE

PORT ST. JOE, FLORIDA 32456

850-229-7121

TO WHOM IT MAY CONCERN:

DINNER ON DECEMBER 13, 2013, FOR 150 PEOPLE:

INCLUDES TABLEWARE, BUFFETT SERVERS, AND CLEANING
FOOD TABLES.

10 OZ. BLACK ANGUS RIBEYE OR GRILLED CHICKEN BREAST (2)
PER PERSON.

SALAD, POTATO, (BAKED OR MASHED) GREEN BEANS AND
CALIFORNIA BLEND VEGETABLES, ROLLS, DESSERT AND TEA
\$18.95 PER PERSON.

ROAST BEEF OR CHICKEN BREAST(2) WITH SAME SIDES
\$15.00

*2 had you
C. H. H. H.*
28

Sunset Coastal Grill

INVOICE

P. O. Box 427
Port Saint Joe, FL 32457
Phone: (850)227-7900
Mobile: (850)329-0544
iawillia@msn.com

DATE: 11/26/2013
INVOICE # 1011
Customer ID

BILL TO

City of PSJ Employee Appreciation Dinner
Priced for 150 People unless otherwise specified
850 229 8261
Centennial Building
Dec 13 2013 6:30pm

DESCRIPTION	TAXED	AMOUNT
Salad (mixed greens)	X	107.00
Roasted Pork Loin (Mushroom, Dijon cream sauce)	X	357.00
Red Wine Braised Chicken	X	313.00
Green Bean Casserole	X	204.00
Mixed Grilled Vegetables	X	118.00
Key Lime Pie	X	210.00
Sweet Tea & Water	X	140.00
Transportation		200.00
2 Servers (*200)		

Subtotal \$ 1,649.00
Taxable \$ 1,449.00
Tax rate 7.000%
Tax due \$ 101.43
Other \$ -
TOTAL Due \$ 1,750.43

OTHER COMMENTS

1. Fifty Percent due two weeks prior to the event.
2. Please include the invoice number on your check.
3. Does not include gratuity! (15% \$277.35)

Make all checks payable to
Sunset Coastal Grill

If you have any questions about this invoice, please contact
Ian Williams (850)329-0544, iawillia@msn.com

Thank You For Your Business!

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

Contract Agreement

This Agreement, made this 5th Day of November, 2013, 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 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 contract #13FL13-31CUST5000-0343 dated this 5th Day of November, 2013. The show will be given on the 31st Day of December, 2013.

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 \$2,500.00 according to the terms and conditions set forth for presenting the Show. The Show is valued at \$5,000.00. PYRO SHOWS will apply a 50% multi-show discount (\$2,500.00) for this show only, pursuant to the agreement that PYRO SHOWS perform CITY OF PORT ST. JOE'S July 4, 2014 show. Customer shall submit a 50% deposit (\$1,250.00) upon return of signed contract by December 5, 2013. 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 11/06/13
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 5th Day of November, 2013, 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 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 contract #13FL13-31CUST5000-0343 dated this 5th Day of November, 2013. The show will be given on the 31st Day of December, 2013.

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 \$2,500.00 according to the terms and conditions set forth for presenting the Show. The Show is valued at \$5,000.00. PYRO SHOWS will apply a 50% multi-show discount (\$2,500.00) for this show only, pursuant to the agreement that PYRO SHOWS perform CITY OF PORT ST. JOE'S July 4, 2014 show. Customer shall submit a 50% deposit (\$1,250.00) upon return of signed contract by December 5, 2013. 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: 
Michael E. Walden, Vice President of Operations

Date 11/06/13

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.



Post Office Box 278 * Phone (850) 229-8261
Port St. Joe, Florida 32457

Memorandum

To: Lynn Todd

Date: February 13, 2012

Re: Personnel Action for Wastewater Treatment Plant and Compliance

WASTEWATER TREATMENT PLANT

Effective March 1, 2012, you will become the Department Head for the Wastewater Treatment Plant. In that capacity, you will have the following City employees working for you: Jeff Bailey, Albert Cumbie, Clarence Hogue and Cecil Lyons. These employees will work under your direct supervision and you will serve as their personnel evaluation rater. All employees, with the exception of the electrician Cecil Lyons, will be required to have a minimum of a Class C Wastewater Operators License in order to work at the Wastewater Treatment Plant. All Operator Trainee Positions must comply with the City's most recent changes in applying for Licenses Certification through the Department of Environmental Protection. In order to make the reorganization of the Water and Wastewater Treatment Plants as seamless as possible the following personnel actions are required.

- Lynn Todd to obtain Class C Wastewater License
- Jeff Bailey is to remain at the Surface Water Plant until August 1, 2012. His expertise will be needed in the water plant until such time as Operator Trainee Travis Burge acquires his Class C Water License on or about August 1, 2012.
- Jeff Bailey to acquire his Class B Wastewater Licenses before August 1, 2012. This will ensure the Wastewater Plant has a B License Operator in case in of any contingencies with DEP.
- Clarence Hogue will be retiring July 1, 2012. Replacement for this position (Operator Trainee) can be initiated on June 1, 2012, 30 days prior to his retirement.

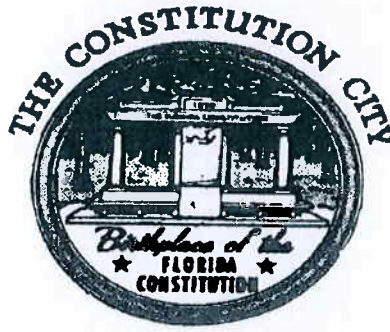
COMPLIANCE

In addition to being the Wastewater Treatment Plant Department Head, you will continue to serve as the Head of Compliance. Kevin Pettis, a Laboratory Environmental Specialist will work under your supervision and you will serve as his personnel evaluation rater. If there is a need for his services elsewhere in the City, he will be expected to provide assistance as needed.

COMPENSATION

As compensation for these additional duties your will receive a 10% increase in your base salary. Your current base salary of \$53,533 will be increased by \$5,353 to a new base salary of \$58,886. You will now be considered a salaried employee in lieu of an hourly wage earner.

Charles W. Weston
City Manager



Post Office Box 278 * Phone (850) 229-8261
Port St. Joe, Florida 32457

Policy Letter

RE: Operator License Surface Water and Wastewater Treatment Plant

Date: February 17, 2012

Effective this date, the following procedures will apply to all Operator and Operator Trainees working at the Surface Water and Wastewater Treatment Plants:

- All operators in both plants must be state certified with a minimum of a "C" License as a condition of employment.
- Operator Trainees will be given sixteen months from the date of employment to obtain their "C" License.
- Operator Trainees must have the prerequisite correspondence course completed within one year from the date of their employment.
- Operator Trainees are required to take the certification test immediately following their one year anniversary date.
- Operator Trainees will be allowed to sit for their state license two times. If not successful at the first attempt, the second test must be taken immediately following the state mandated 60 day wait period.
- If an employee fails on the second attempt, they will no longer be allowed to work at the Surface Water or Wastewater Plants. Such employee will be eligible for a lateral transfer elsewhere in the City if a vacancy exists and they possess the necessary qualifications. If there are no vacancies available, the City will have no choice but to terminate the employee.

Plant Manager

(Date)

Policy for Operator Certification (Proposed Revision):

I would like the commission to consider revising the city's requirements for operator certification. I feel that the current policy is not fair to the employee or good for city.

After communicating with several other municipalities about their operator certification policies I learned most cities/utilities have at least a two year period requirement and a couple even have up to five years for an employee to obtain their license. For an operator trainee to learn a new job, complete the correspondence courses and take the test for the first time immediately after 12 months is only setting them up for failure. This puts too much pressure on the employee to take the second test within 60 days of the first and pass or lose their jobs.

It is my opinion that twelve months is not enough time for sufficient training of the operator, to build a knowledge base and acquire the skills to take the test for the first time **successfully**. Our policy requires that they test very soon after twelve months and again after 60 days. The state tests are set up so that you have to **fully** understand all aspects of plant operations with the emphasis on secondary treatment. Our facility is not a typical domestic wastewater treatment plant. Therefore our trainees are not exposed to or learn much about secondary treatment. That places them at a distinct disadvantage in the **on the job training** category. The only way they can learn it is to go to schools and training seminars or other facilities to actually see how it works. They require much more exposure to the processes than we can provide at our plant for them to learn and understand it.

The current policy also makes it difficult to hire and retain quality trainees. It is too stringent and will lead to continually having to hire, train (spend money on) and lose a potentially good operator. It makes a manager's job more difficult because we are constantly hiring, training and losing people. We cannot build any continuity, consistency and reliability in our operational staff. Which leads to continually working with minimally trained personnel.

I am proposing the following:

Once the employee has completed the six months probationary period and has been made permanent they would start their course work¹. They will have twelve months to complete the two volumes of correspondence work. Then in the following six months they will be sent to schools, training sessions and other facilities to learn about all the different treatment types and techniques. At the end of this period they will be required to sit for the test for the first time. If they are not successful, they will be sent to additional schools and training classes. And they should be allowed to take the exam at least three times. The first time one sits for the exam is basically to determine their weak points and where the most help is needed. After the first test the employee should have 2 additional chances each ~60 days later.

The average pass rate for the Wastewater level "C" exam is 45%². It is a difficult test covering a massive amount of information and material that cannot be learned in 12 months. No utility we spoke with about their operator certification policy terminated an employee for failing the test in just two attempts.

The city's goal of creating quality operators for the water and wastewater departments should be to train them for success and be an asset to the city. The current policy, in my opinion, doesn't accomplish that.

¹ No extra money spent until we think the new employee is a good fit for the job and made permanent.

² This includes first and second attempts, the actual % for first time pass rate is lower, but not posted on the FDEP web site.

Zimbra

janderson@psj.fl.gov

Golf Cart Xing

From : Clay Smallwood <SmallwoodC@preble-rish.com>

Thu, Nov 21, 2013 03:20 PM

Subject : Golf Cart Xing 1 attachment**To :** Jim Anderson <janderson@psj.fl.gov>

Jim,

Some positive news to report – attached is the design variance approval from FDOT in Tallahassee. This is not the actual permit but this should free up FDOT in Chipley to issue the permit. I just got off the phone with Ed Gassman in Chipley and he said the permit was being processed and will be sent back to Transfield who will in turn give us a copy of the actual permit.

Not official until we receive the permit document but one step closer.

Clay Smallwood, P.E.

Project Manager

Cellphone: 850.819.5013

PREBLE-RISH INC

CONSULTING ENGINEERS & SURVEYORS

324 Marina Drive, Port St. Joe, FL 32456

PHONE: 850.227.7200 h FAX: 850.227.7215

www.preble-rish.com

This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately if you have received this e-mail by mistake and delete this e-mail from your system. E-mail transmission cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. Preble-Rish, Inc. therefore does not accept liability for any errors or omissions in the contents of this message, which arise as a result of e-mail transmission. If verification is required please request a hard-copy version.

111913 FDOT Design Variance Approval.pdf
 44 KB



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

MEMORANDUM

DATE: November 19, 2013

TO: Jared Perdue, P.E., District Traffic Operations Engineer, District 3

FROM: Mark C. Wilson, P.E., State Traffic Operations Engineer *MCW*

SUBJECT: **Traffic Engineering Manual Variation Request # D351020000-0.049**

Central Office staff have reviewed the request for variations of standards and criteria set forth in the Traffic Engineering Manual (TEM), Chapter 5.1 for the provision and safe operation of golf cart crossing at mile post 0.049 of roadway section 51020, SR 71/Reid Avenue in City of Port St. Joe.

Based on the traffic engineering study and in accordance with the Traffic Engineering Variation Process, TEM Chapter 1.6, this variation is approved subject to the following conditions:

1. The golf cart crossing is authorized where the City of Port St. Joe is the applicant/permittee for a General Use Permit subject to the provisions of F.A.C Rule 14-20.010.
2. At the end of a one (1) year period, the permittee shall submit a report to District 3 Traffic Operations Office providing the following information:
 - 12 month crash data summary including actual crash reports for the referenced intersection.
 - An update of the intersection typical average daily traffic volumes and AM/PM peak hour volumes including the number of golf carts traversing the intersection.
3. Install golf cart warning signs in accordance with Chapter 5.1 of TEM.

The information contained in the permittee's report and any or all other pertinent information obtained by the District or Central Office during the trial period will be utilized to determine if the golf cart crossing should remain in place.

This memorandum is filed electronically on the State Traffic Engineering and Operations Office SharePoint site for future reference.

MCW/rp

Code Enforcement 2013 Activity
As of 11/25/13

	Open	Closed	Total	Increase Since 11/13/2013
Unlawful Accumulation	21	146	167	
Substandard Structure	6	17	23	
Abandoned Vechicle	3	7	10	
Unlawful Sewer				
Land regulation Violation	1	11	12	
Business Lic. Violation	8	2	10	8
Special Master Hearings		1	1	
Building Demolition	0	3	3	
Waste Violation	6	218	224	4
Sign Violation	5	96	101	

Total	50	Total	501	Total	551	Total	12
				2013 Year Cases			