

October 7, 2014

**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 October 7, 2014

Call to Order

Consent Agenda

Minutes

- Regular Commission Meeting 9/16/14 Pages 1-4
- Commission Special Meeting 9/30/14 Page 5

City Attorney

- Capital City Bank Platt & Road Abandonment Request Pages 6-11
 - Resolution 2014-13 (Handout)
- Gulf Pines Hospital
 - Layout Page 12
- Ordinance 507 Golf Carts
 - 2nd Reading & Request for Approval Pages 13-14
- Port Authority Dredge Basin Request
- Marina Pennington- Planning Services Contract Page 15

Old Business

- Lighthouse- Update
- Solid Waste Contract Pages 16-35
- Gulf Aire Sewer Proposal
- Walking Path Lights- Update
- Entryway Sign- Update

New Business

- Workforce Board Lease 2014-2015 Pages 36-38
- Ghost on the Coast
- Jerry Stokoe- Fundraiser
- Port City Trail Fitness Equipment- Sacred Heart Pages 39-41
- Resolution 2014-14 Cape San Blas Lighthouse Grant Pages 42-43

Public Works

- Water Distribution Phase II-Update

Surface Water Plant

- Chipola Pump #2 Rehab Quote

Waste Water Plant

- Update

City Engineer

- **CDBG Water Line Replacement- Update**
- **USDA Sidewalk Replacement- Update**

Code Enforcement

- **Items Under Carports & Porches- Discussion**
- **Update**

Page 44

Police Department

- **Update**

PSJRA

- **Update**

City Clerk

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, September 16, 2014, 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

Minutes

A Motion was made by Commissioner McCroan, second by Commissioner Buzzett, to approve the Minutes of the Regular Meeting on September 2, 2014 and the Special Commission Meeting of September 11, 2014. It was noted that the Minutes of September 2, 2014, Ordinance 507 should have included an adult driver "21 years or older" must be in the cart. All in Favor; Motion carried 5-0.

CITY ATTORNEY – Tom Gibson

Gulf Pines Hospital: Survey Quote and Layout

A quote of \$4,000 was provided by Preble-Rish for a Boundary & Topographic Survey. No action was taken.

Commissioner Buzzett requested that a review of the layout be made so that the first two lots would face more towards the water and have this on the Agenda for October 7, 2014.

A Motion was made by Commissioner Buzzett, second by Commissioner Patterson, to advertise an RFP for the removal of the Asbestos from Gulf Pines Hospital. All in Favor; Motion carried 5-0.

Ordinance 507 Golf Carts: First Reading

A Motion was made by Commissioner Thursbay, second by Commissioner McCroan, to read Ordinance 507 by Title only. All in Favor; Motion carried 5-0.

Mr. Gibson read Ordinance 507 by Title only. The Ordinance will be published for the Second Reading.

Port Authority Dredge Basin Request

A packet "Stipulations for the Port Authority Disposal on City Property" was provided. Discussion was held on the issue and Mr. Gibson shared that a letter would be needed from the City.

Mr. Anderson noted that Attorney Gibson has emailed the JOE Company and Mr. Gonzalez responded he would contact Mr. Anderson regarding additional land to replace the property the Port Authority is asking for. City Staff remains concerned about the future sewer capacity, City utilities that are on the site and the well that still shows active on City maps.

Resolution 2014-12 Waste Hauler Fees

A Motion was made by Commissioner Buzzett, second by Commissioner Thursbay, to approve Resolution 2014-12. All in Favor; Motion carried 5-0.

CITY MANAGER'S REPORT

Old Business

Computer Upgrades – Banyon Pelham

Mr. Pelham reviewed the current status of computers, software and Munis System for the City. He pointed

out that several of the systems will no longer be supported because of their age and noted the need for the upgrade.

A Motion was made by Commissioner Buzzett, second by Commissioner Patterson, to enter into a 3 year lease / purchase agreement with Dell Financial Services for the upgrades. The agreement will be \$37,543.35 for equipment with Installation and Setup in the amount of \$12,290. All in Favor; Motion carried 5-0.

Lighthouse Update

A soft opening was held on September 12, 2014 and a formal opening will be held at a later date. The lighthouse was opened for the Scallop Festival with 187 adults and 51 children climbing in two days.

Mrs. Pierce noted the opportunity to apply for a Florida Bureau of Historic Preservation Special Category Grant. Consensus of the Commission was to proceed as this would be a means to complete the project.

Solid Waste Contract Update

City Staff is reviewing the proposal and will have the rough draft to the Commissioners shortly.

Gulf Aire Sewer Proposal

Commissioner Patterson requested additional time for review and to Table the item again. It was noted that the owner has offered a price reduction but Staff would like to look at the system and possibly have a Workshop on the proposal.

2014 – 2015 Budget Update

Mr. Anderson noted that the Final Public Hearing will be held on Tuesday, September 30, 2014, at 6:00 P.M.

Boat Ramp Fees – Time Frame for Annual Permit

Changes need to be made to the decals noting the expiration date. Staff will work on this change.

New Business

State Revolving Fund Loan Agreement

Mr. Anderson shared that the Loan Close Out Agreement with the State Revolving Fund for the Headworks and Sprayfields needed to be completed. A 65% grant and 35% loan was issued for the project. \$2,397,000 will be financed at a rate of 2.35% for 20 years. A Motion was made by Commissioner Patterson, second by Commissioner Thursbay, to complete the Loan Close Out Agreement. All in Favor; Motion carried 5-0.

Public Works – John Grantland

Water Distribution Phase II Update

Mr. Grantland noted that the bore contractor, BTC, had been experiencing labor force issues but anticipates this will be resolved and the project completed shortly.

Request to advertise for a Service Worker I (City Parks)

A Motion was made by Commissioner Buzzett, second by Commissioner Thursbay, to advertise for a Service Worker 1 (City Parks). All in Favor; Motion carried 5-0.

Mr. Grantland shared that the Centennial Building had been checked during the rains today and no leaks were seen. Down spouts have been added to the outside of the building and he anticipates that repairs for the inside of the building will be an option before too much longer.

Surface Water Plant – Larry McClamma

The plant is running well, manganese levels remain low. Aeration of the ground storage tank has been successful which has brought down the disinfectant by-products numbers, cutting them almost in half, and samples taken have been very good.

Chipola Pump #2 Rehab Quote

Mr. Anderson had spoken with Gilbert Pump and they are remaining firm on their price of \$46,870 for repair of Pump #2. Currently, there is \$16,000 remaining in the project for this repair.

A Motion was made by Commissioner Thursbay, second by Commissioner McCroan, to contact Northwest Florida Water Management to see if they would fund the difference of \$30,870 for the work. All in Favor; Motion carried 5-0.

Wastewater Plant – Lynn Todd

Ms. Todd will be mailing the Notice of Increase to Waste Haulers tomorrow and noted the Algae continues to grow.

She expressed her concerns about the property the Port St. Joe Port Authority wants to use for a spoil site and the inability to locate an existing well on the site. Ms. Todd and Mr. Anderson walked the area, the well could not be located and it must be abandoned according to the DEP specifications. There is also piping and valving on the site that the Port Authority must be responsible for.

City Engineer – Clay Smallwood, III

CDBG Water Line Replacement and USDA Sidewalk Replacement

A punch list is being reviewed and Mr. Smallwood expects to have everything wrapped up shortly.

Code Enforcement

Mr. Burkett's report was reviewed, no action was taken.

Police Department

Officer Ricky Tolbert noted that things were going well with the Police Department.

Commissioner Buzzett asked Officer Tolbert to relay to Chief Barnes the change that is being made to Ordinance 507 requiring a licensed operator, 21 or older, to be in a golf cart when the driver has a Learner's Permit.

Port St. Joe Redevelopment Association (PSJRA)

Consequences on Leake Landscape

Mr. Anderson shared that the recommendation is to continue the contract with Mr. Leak until December and then roll the maintenance into existing work being done.

Repair of Dr. Joe Park Deck Status

A one car accident occurred recently and the owner of the vehicle will be responsible for the repairs.

City Clerk – Charlotte Pierce

Mrs. Pierce did not have anything to report.

Citizens to be Heard

Paula Pickett, Gulf County Chamber of Commerce, expressed her appreciation for all the help received in preparation for and during the Scallop Festival. A great job was done by City employees and their help contributed to the success of the festival. Attendance was up approximately 30% over last year and she noted that 8,200 people came through the entry gate.

Networking at Noon will be held Wednesday, September 17, 2014, at Sunset Coastal Grill. The second partnership with Gulf Coast State College will be held Monday, September 22, 2014, beginning at 7:45 A.M. and will feature round table discussions on Small Business Development.

Discussion Items by Commissioners

Neither Commissioners Thursbay, Patterson, McCroan, Buzzett nor Mayor Magidson had anything to discuss.

A Motion was made by Commissioner McCroan, second by Commissioner Thursbay, to adjourn the Meeting at 7:05 P.M.

Approved this _____ day of _____ 2014.

Mel C. Magidson, Jr., Mayor

Date

Charlotte M. Pierce, City Clerk

Date

**MINUTES OF THE SPECIAL MEETING OF THE BOARD OF CITY
COMMISSIONERS FOR THE CITY OF PORT ST. JOE, FLORIDA, HELD IN
THE COMMISSION CHAMBER AT CITY HALL, September 30, 2014, at 6:00
P.M.**

The following were present: Mayor Pro tem Buzzett, Commissioners McCroan and Patterson. City Manager Jim Anderson, City Clerk Charlotte Pierce and Financial Analyst Mike Lacour were also present. Mayor Magidson participated by telephone and Commissioner Thursbay also participated by phone due to medical reasons. Attorney Gibson was absent.

The Meeting was chaired by Mayor Pro tem Buzzett.

The purpose of the Special Meeting was Ordinance 508 – 2014 / 2015 Ad Valorem Tax Millage Rate Public Hearing and Second Reading; Ordinance 509 – 2014 / 2015 Budget Public Hearing and Second Reading; and consideration of Adoption of both Ordinances.

Ordinance 508, Ad Valorem Taxes

Public Hearing: No one from the public addressed the Commission.

A Motion was made by Commissioner Patterson, second by Commissioner McCroan, to have the Second Reading of Ordinance 508. All in Favor; Motion carried 5-0.

City Manager Jim Anderson read Ordinance 508 in its entirety.

A Motion was made by Commissioner McCroan, second by Commissioner Patterson, to adopt Ordinance 508. All in Favor; Motion Carried 5-0.

The Millage rate will be 3.5914 for Fiscal Year 2014 – 2015. The percentage by which this Millage rate to be levied is less than the rolled-back rate of 3.6195 Mills (computed pursuant to Florida Law) is -.78%.

Ordinance 509, 2014 – 2015 Budget

Public Hearing: No one from the public addressed the Commission.

A Motion was made by Mayor Magidson, second by Commissioner Thursbay, to have the Second Reading of Ordinance 509. All in Favor; Motion carried 5-0.

City Manager Jim Anderson read Ordinance 509 in its entirety.

A Motion was made by Commissioner McCroan, second by Commissioner Thursbay, to adopt Ordinance 509. All in Favor; Motion carried 5-0.

Motion to Adjourn

A Motion was made by Commissioner Thursbay, second by Commissioner Patterson, to adjourn the Meeting at 6:07 P.M.

Approved this _____ day of _____ 2014.

William R. Buzzett, Mayor Pro tem

Charlotte M. Pierce, City Clerk



September 2, 2014

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

Re: Request for Vacation of a Portion of a Recorded Plat and Easement

Dear Mr. Anderson:

Capital City Bank is the owner of two parcels (Parcel ID #04281-100R and Parcel #04281-105R) located within the incorporated limits of the City of Port St. Joe. The two aforementioned parcels contain a portion of a recorded subdivision plat and a portion of a road right of way easement. Thereby, pursuant to Chapter 177, *Florida Statutes*, Capital City Bank ("Petitioners") hereby file the petition attached hereto as Exhibit "A", to the City Commission of the City of Port St. Joe to vacate that portion of the Subdivision Plat of McClellan and Dickens Subdivision to Port St. Joe, as recorded in Plat Book 1, Page 24, of the Public Records of Gulf County, Florida more particularly depicted and described in Exhibit "B" attached hereto, and that portion of a Road Right of Way Easement referenced in Deed Book 23, Page 295, more particularly depicted and described in Exhibit "C" attached hereto.

Capital City Bank owns fee simple title to the portion of the property for which the requested subdivision plat and road right of way easement vacation will occur. The vacation of the subdivision plat and road right of way easement will not affect ownership or the right of convenient access of persons owning other land within the subdivision plat or road right of way easement. All property taxes have been paid and/or current for both Parcel ID #04281-110R and Parcel ID #04281-105R.

If you have any questions or need additional information please do not hesitate to give me a call at (850) 402-7960.

Sincerely,

Kyle D. Phelps, CFA
Senior Vice President
Capital City Bank
Trust Building
304 East Tennessee Street
Tallahassee, Florida 32301

SUBMITTED TO THE CITY OF PORT ST. JOE CITY
COMMISSIONERS

PETITION TO VACATE A PORTION OF A SUBDIVISION PLAT AND A PORTION OF A
RIGHT OF WAY EASEMENT

The Petitioners, Capital City Bank, respectfully requests this Honorable City Commission to adopt a resolution vacating lands depicted and described in a sketches attached hereto as Exhibit "B" and Exhibit "C" by this reference made a part hereof.

The petitioner, Capital City Bank, represent that: 1) the petitioner owns the fee simple title to the portion of the subdivision plat and right of way easement that is sought to be vacated; 2) to the knowledge of the undersigned, the vacation request herein will not cause injury to any surrounding property or property owners, and that the above described property does not now serve and is not needed for any public purpose; 3) to the knowledge of the undersigned, the interest of the public will not be adversely affected by this vacation, nor will such vacation affect the ownership, or the right of convenient access, of persons owning any other parts of said subdivision or easement.

I hereby swear and/or affirm that the forgoing statements are true:

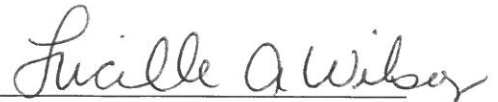


Kyle D. Phelps, CFA
Senior Vice President
Capital City Bank
Trust Building
304 East Tennessee Street
Tallahassee, Florida 32301

STATE OF FLORIDA
COUNTY OF GULF

Sworn to (or affirmed) and subscribed before me this 5 day of Sept 2014,
by Kyle D. Phelps. He is personally known to me, or has produced _____ as
identification, and who did (did not) take an oath.

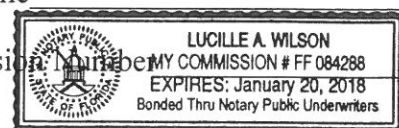
NOTARY



Print Name

My Commission Expires _____

Commission



**Edwin G. Brown
& Associates, Inc.**

SURVEYORS * MAPPERS * ENGINEERS

SEPTEMBER 3, 2014

CAPITAL CITY BANK

A PORTION OF MCCLELLAN & DICKENS SUB-DIVISION THEREOF RECORDED IN PLAT BOOK 1, PAGE 24 IN THE PUBLIC RECORDS OF GULF COUNTY, FLORIDA., TO BE ABANDONED AND OR VACATED. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

7.50 ACRES

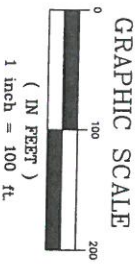
Begin at the Northwest corner of Government Lot 6, Section 35, Township 7 South, Range 11 West, Gulf County, Florida., said point also marking the Southwest corner of McClellan & Dickens Subdivision thereof recorded in Plat Book 1, Page 24 of the Public Records of Gulf County Florida., said point also being the POINT OF BEGINNING; thence leaving said POINT OF BEGINNING run along the South boundary line of said McClellan & Dickson subdivision, South 89 degrees 39 minutes 32 seconds East 330.00 feet to a point marking the intersection of said Southerly boundary line with the centerline of Jefferson Street as shown on the Plat of said McClellan & Dickens Sub-division; thence leaving said Southerly boundary line run along said Centerline, North 00 degrees 14 minutes 42 seconds East 330.00 feet to a point marking the intersection of said centerline of Jefferson Street with the centerline of Alma Avenue as shown on the Plat of said McClellan & Dickens Sub-division, thence leaving said centerline of Jefferson street run along said centerline of Alma Avenue, South 89 degrees 38 minutes 51 seconds East 330.00 feet to a point marking the intersection of said centerline of Alma Avenue with the East boundary line of said McClellan & Dickens Sub-division; thence leaving said centerline run along said Easterly boundary line North 00 degrees 15 minutes 45 seconds East 330.07 feet to a point marking the Northeast corner of said McClellan & Dickens Sub-division; thence run along the North boundary line of said McClellan & Dickens Sub-division, North 89 degrees 39 minutes 32 seconds West 660.00 feet to a point marking the Northwest corner of said McClellan & Dickens Sub-division; thence run along the Westerly boundary line of said McClellan & Dickens Sub-division, South 00 degrees 15 minutes 13 seconds West 660.00 feet to the POINT OF BEGINNING. Containing 7.50 acres more or less.

The undersigned surveyor has not been provided a current title opinion or abstract of matters affecting title or boundary to the subject property. It is possible there are deeds of records, unrecorded deeds, easements or other instruments which could affect the boundaries.

WADE G. BROWN
Surveyor & Mapper
Florida Certificate No. 5959
(LB 6475)

14-146PSC:35536

- NOTES:
- No improvements were located in this survey other than those shown hereon.
 - No underground encroachments, utilities or foundations were located in this survey.
 - All measurements shown hereon are Standard U.S. Survey Feet, and decimals thereof.
 - The use of this survey is limited to the specific transaction shown hereon.
 - This survey is not complete without an attached legal description.
 - See attached sheet for legal description.
 - Subject to zoning setbacks, easements and restrictions of record.
 - Adjoining deeds of record were not provided to this firm.
 - THIS IS NOT A BOUNDARY SURVEY.



CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	30.70	1181.29	1°59'20"	S64°48'29"W	107.20
C2	107.31	1181.29	5°12'17"	S68°05'44"W	107.27

EDWIN BROWN & ASSOCIATES
 SURVEYORS • MAPPERS • ENGINEERS
 (606) 281-2014 4800 CAMDEN AVE. SUITE 200
 P.O. Box 423 2813 Camdenville Hwy, Camdenville, TN 37023

WAGE C. BROWN
 Surveyor
 Florida Certificate No. 5959
 (USF 6475)

Z:\P80J14-146\dwg\35536.dwg 9/3/2014 3:52:55 PM EDT

POB
 BEGIN AT THE NW CORNER OF GOVERNMENT
 LOT 6, SECTION 35, T-7-S, R-11-W, GULF
 COUNTY, FLORIDA, ALSO BEING THE SOUTHWEST
 CORNER OF MCLELLAN & DICKENS SUB-DIVISION
 AS PER MAP OR PLAT THEREOF RECORDED IN
 PLAT BOOK 1, PAGE 24 IN THE PUBLIC RECORDS
 OF GULF COUNTY, FLORIDA

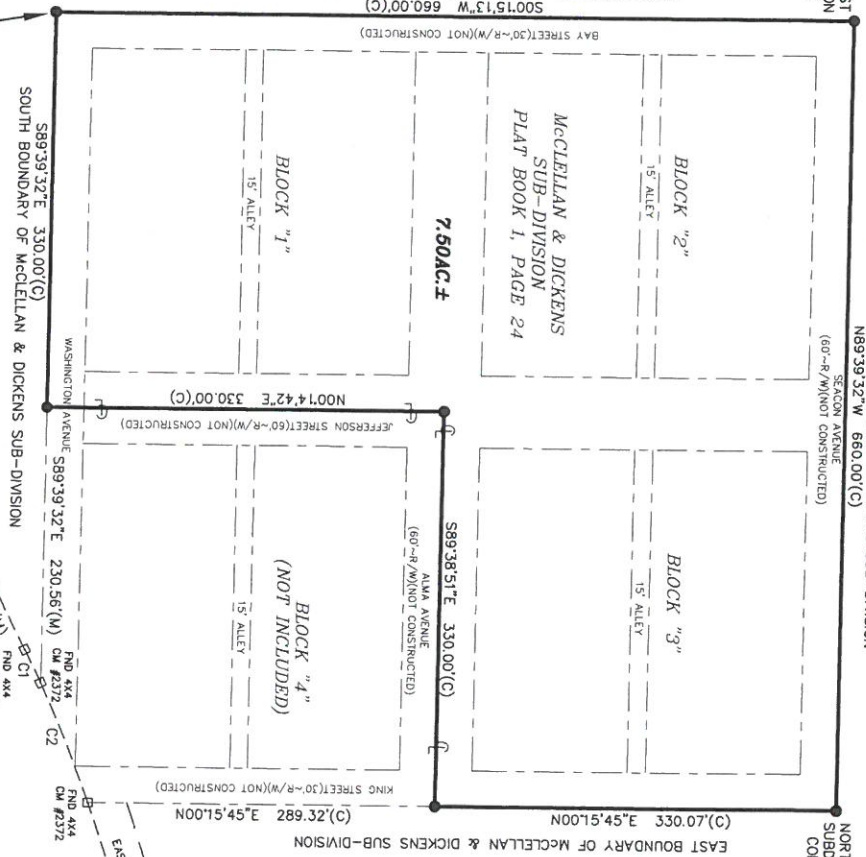
STATE ROAD #382
 (60'~R/W)(OPEN/PAVED)

SPECIFIC PURPOSE SURVEY TO SHOW LEGAL DESCRIPTION PREPARED FOR

CAPITAL CITY BANK

PREPARED BY:
EDWIN G. BROWN AND ASSOCIATES, INC.
 2813 CAMDENVILLE HWY. P.O. BOX 423 CAMDENVILLE, TN 37023 (606) 281-2014

NOTED BY/DATE	COUNTY: GULF	DRAWN BY: AA	REVIEWED BY: WCB
NOTED BY/DATE	SECTION: 35	SCALE: 1"=100'	CHECKED BY: WCB
NOTED BY/DATE	TOWNSHIP: 7-SOUTH	SURVEY DATE: SEPTEMBER 3, 2014	
DATE:	RANGE: 11-WEST	JOB NUMBER:	PS#
REVISION:		14-146	35536



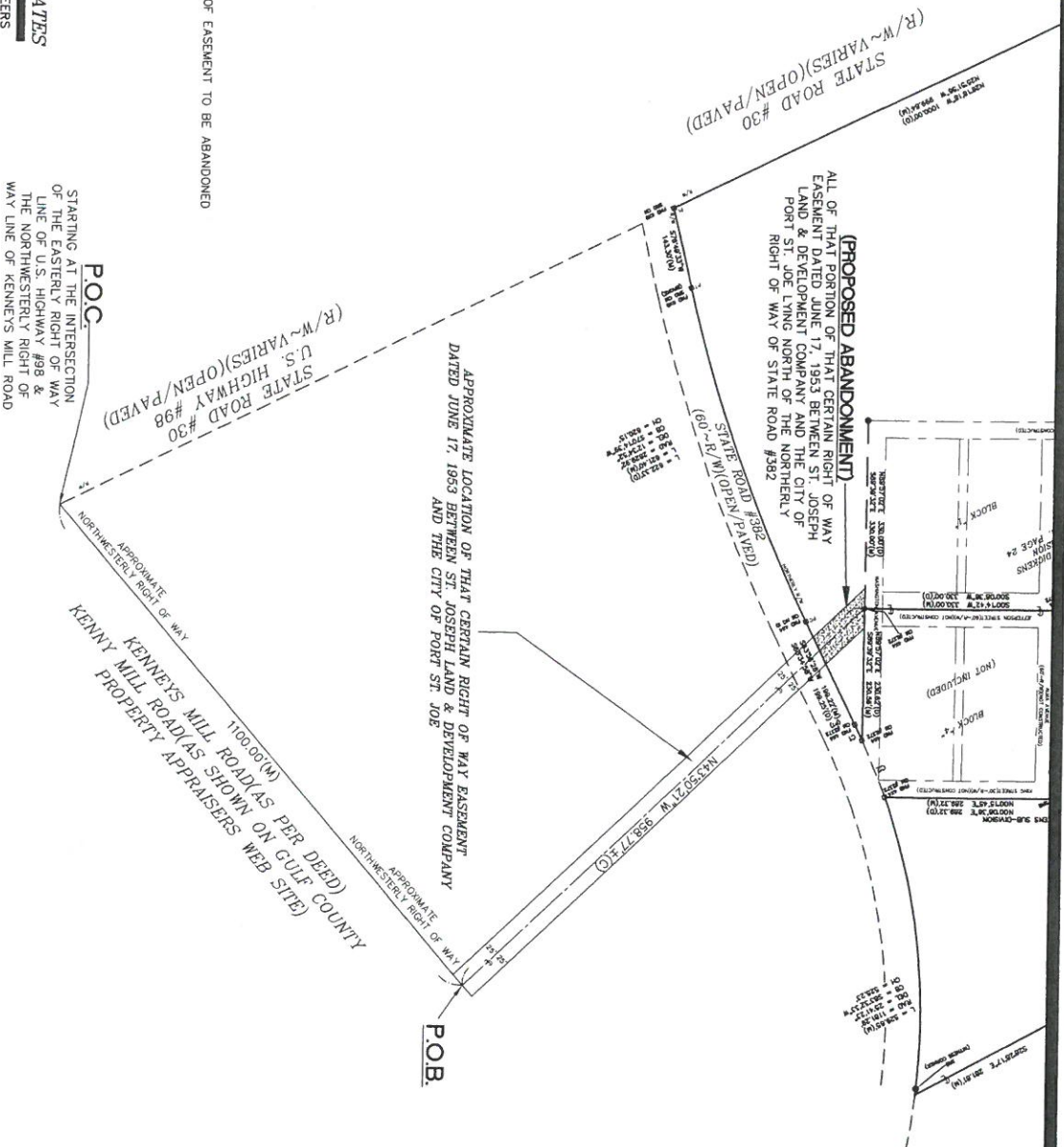
- LEGEND
- FINO - FINISHED LOT/BLK
 - POB - POINT OF BEGINNING
 - D - DEED
 - C - CALCULATED POINT
 - R/W - RIGHT OF WAY
 - DEL - DELTA OR INCLUDED ANGLE
 - CH - CHORD LENGTH
 - CB - CHORD BEARING
 - R/C - ROAD AND CUP
 - CL - CENTER LINE
 - R - RIGHT
 - N - NORTH
 - S - SOUTH
 - W - WEST
 - - CALCULATED POINT
 - - CALCULATED POINT
 - CL - CURVE (SEE CURVE TABLE)
 - ID - IDENTIFICATION

6

EDWIN BROWN & ASSOCIATES
 SURVEYORS • MAPPERS • ENGINEERS
 (800) 926-5016 608-43-1436 FAX (800) 926-6100
 P.O. Box 623 2015 Cambridge Way, Cambridge, NJ 07326

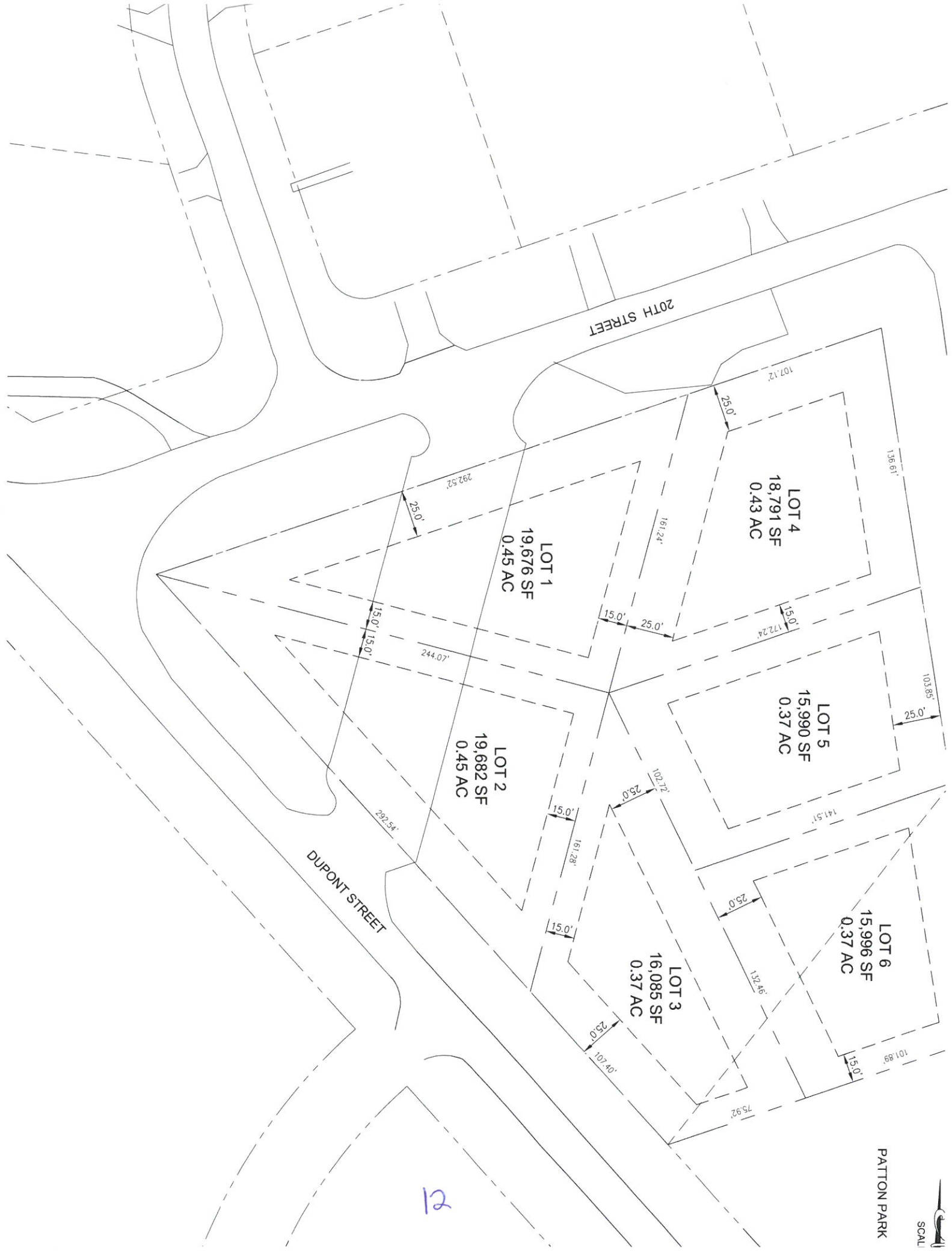


= PORTION OF RIGHT OF EASEMENT TO BE ABANDONED



(PROPOSED ABANDONMENT)

ALL OF THAT PORTION OF THAT CERTAIN RIGHT OF WAY
EASEMENT DATED JUNE 17, 1953 BETWEEN ST. JOSEPH
LAND & DEVELOPMENT COMPANY AND THE CITY OF
PORT ST. JOE LYING NORTH OF THE NORTHERLY
RIGHT OF WAY OF STATE ROAD #382



ORDINANCE NO. 507

AN ORDINANCE OF THE CITY OF PORT ST. JOE, FLORIDA AMENDING ORDINANCE 348; PROVIDING FOR DRIVERS WITH LEARNER'S PERMITS; REQUIRING LICENSED DRIVER SUPERVISION; PROVIDING FOR REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ENACTED by the people of the City of Port St. Joe, Florida as follows:

Section 1.

That portion of Section 6 of Ordinance 348 of the City of Port St. Joe which reads:

No golf cart shall be operated by anyone under the age of sixteen (16) years and they must be a licensed driver.

Is hereby amended to read:

A fifteen (15) year old person with a valid learner's permit may operate a golf cart in accordance with the terms of Ordinance 348 so long as a licensed driver 21 years of age or older is present in the golf cart. No golf cart shall be operated by anyone other than a licensed driver except as set forth herein.

Section 2. All other portions of Ordinance 348 shall remain in full force and effect.

Section 3. REPEAL:

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

Section 4. 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.

4. EFFECTIVE DATE: This Ordinance shall become effective as provided by law.

DULY PASSED AND ADOPTED by the Board of City Commissioners of Port
St. Joe, Florida this ____ day of _____, 2014.

THE CITY OF PORT ST. JOE

By: _____
MEL C. MAGIDSON, JR.
MAYOR-COMMISSIONER

ATTEST:

CHARLOTTE M. PIERCE
CITY CLERK

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



The City of Port St. Joe

July 8, 2013

*Look forward to another
year with the City
Marina Pennington*

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

Re: Contract Extension

Dear Marina:

The City Commission approved extending your contract for another year on the same terms and conditions as the previous agreement with the following additions:

1. The maximum compensation under the agreement from City funds is \$20,000.00. This limit does not apply in the event that funds are available for work pursuant to our contract from non-city sources.
2. This agreement may be terminated by either party on 30 days written notice.

If this meets with your approval, I would appreciate it if you would sign the copy of this letter which I have enclosed and return it to me.

If you have any questions, please give me a call

Sincerely,

Thomas S. Gibson
City Attorney, City of Port St. Joe

TSG/pwr

SOLID WASTE COLLECTION AND DISPOSAL AGREEMENT

THIS AGREEMENT (hereinafter referred to as "the Agreement") Made and entered into this ____ day of October, 2014, by and between, the CITY OF PORT ST. JOE, FLORIDA (hereinafter referred to as "City") and WASTE PRO OF FLORIDA, INC., (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the City finds it is in the public interest to ensure that all areas within its limits are adequately provided with high-quality, non-hazardous solid waste collection and disposal service; and

WHEREAS, the Contractor has indicated to the City that it is willing to undertake the installation and operation of high-quality waste collection and disposal service under an exclusive Agreement; and

WHEREAS, the City finds it in the public interest to retain regulatory authority over solid waste collection and disposal services, to the extent allowed by law, because of the overriding public health, safety and welfare considerations associated with the provision of this service; and

WHEREAS, the City finds it in the public interest to retain control over the use of public rights-of-way by solid waste collectors to ensure against interference with public convenience, to promote aesthetic considerations and to protect the public investment in right-of-way property; and

WHEREAS, the City finds it in the public interest to ensure that quality solid waste collection and disposal service is maintained through a responsive citizen complaint handling procedure; and

WHEREAS, granting an exclusive Agreement, is the best means of ensuring the above-described interests of the City are promoted.

NOW, THEREFORE, in consideration of the respective covenants herein contained, the parties agree as follows:

CONTRACT

SECTION 1. AUTHORITY. The authority for enactment of this Ordinance is Chapters 180 and 166, Florida Statutes, and the City Code.

SECTION 2. DEFINITIONS. The following words, terms, or phrases, when used in this

contract, shall have the meanings respectively ascribed to them herein. The word "shall" is always mandatory and not merely discretionary. Words not defined shall be given their common and ordinary meaning, or for those so included the meaning found in the City Code.

Biomedical Waste means any solid or liquid waste which may present a threat of infection to humans, including, but not limited to, non-liquid tissue, body parts, blood, blood products, and body fluids from humans and other primates; laboratory and veterinary wastes which contain human disease-causing agents; and discarded sharps, and as further defined in F.A.C. 64E-16.002.

Biological Waste means solid waste that causes or has the capability of causing disease or infection and includes, but is not limited to biohazardous waste, diseased or dead animals, and other wastes capable of transmitting pathogens to humans or animals.

Legitimate Complaint means any complaint not remedied by Contractor within the time frame set forth in this Agreement.

Commercial Business Establishment means any establishment other than a curbside residential dwelling, and shall include, but not be limited to, all retail or wholesale business establishments and manufacturing concerns and any other commercial enterprises offering goods or services to the public.

Commercial Service means the service provided to business establishments, churches, schools, office buildings and other establishments using either mechanical containers or mobile carts. Commercial Service includes that rendered businesses electing to use Roll-Off Container Collection Services.

Construction and Demolition Debris means materials generally considered to be not water-soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber from the construction, reconstruction or destruction of a structure as part of a construction, reconstruction or demolition project, or from the renovation or maintenance of a structure. The term includes rocks, soils, tree remains, trees, and other vegetative matter, which normally result from land clearing or land development operations for a construction project. Mixing of construction and demolition debris with other types of solid waste, including material not from the actual construction, reconstruction or destruction of a structure, will cause it to be classified as other than "Construction and Demolition Debris."

Curbside means that portion of the street right-of-way parallel to any public thoroughfare between the curb line and abutting property line. If ditching bisects the property and thoroughfare, the curbside shall then become the roadside of the ditch. This designated location shall be as near as possible to the traveled streets or alleys. The intention of a "curbside" designation is to allow collection by the Contractor's personnel in a rapid manner with reaching requirements minimized.

Curbside Residential Collection Service means the refuse collection services provided persons occupying residential dwelling units with the City, including residential dwelling units located in mobile home parks receiving collection services at curbside.

Disposal means the discharge, deposit, injection, dumping, spilling, leaking, or placing of any solid waste or hazardous waste into or upon any land or water so that such solid waste or hazardous waste or any constituent thereof may not enter other lands or be emitted into the air or discharged into any waters, including ground waters, or otherwise enter the environment.

Dumpsters or Container means Mechanical Containers or Mobile Carts (usually measured in cubic yards) for residential and commercial customers.

Contractor means, the solid waste service provider who is awarded this Agreement by the City of Port St. Joe.

Agreement Area means the specifically-described geographic areas exclusively assigned to the Contractor for the purpose of garbage and trash collection and hauling.

Garbage means every refuse accumulation of animal, fruit or vegetable matter that attends the preparation, use, cooking and dealing in or storage of edibles, that is subject to decay, putrefaction and the generation of noxious or offensive gases or odors, or that, during or after decay, may serve as breeding or feeding material for flies or other germ-carrying insects, or any container of the material (excluding Recyclable Materials, as defined herein).

Garbage Receptacle/Mobile Cart means a 96-gallon Mobile Cart supplied by the Contractor.

Handicapped Carryout Service shall mean the provision of household solid waste collection service at the rear or side of the residence for handicapped persons (as certified by the City).

Hazardous Waste shall mean any solid waste (even though it may be part of a delivered load of waste) that:

- a) Is required to be accompanied by a written manifest or shipping document describing the waste as "hazardous waste," pursuant to any state or federal law, including, but not limited to, the Resource Conservation and Recovery Act, 42 USC 7901, et seq., as amended, and the regulations promulgated hereunder; or
- b) Contains polychlorinated biphenyls or any other substance whose storage, treatment or disposal is subject to regulation under the Toxic Substances Control Act, 15 USC 2601, et seq., as amended, and the regulations promulgated hereunder; or
- c) Contains a "reportable quantity" of one or more "Hazardous Substances" as defined in the Comprehensive Environmental Response, Compensation and Liability Act,

42 USC 9601, et seq., as amended, and the regulations promulgated hereunder, or as defined under Florida Administrative Code Section 17-7.020(24) and regulations promulgated hereunder; or

- d) Contains a radioactive material, whose storage or disposal is subject to state and federal regulations; or
- e) Contains paint in a liquid form.

Household Furniture means all movable, compactable articles or apparatus, such as sofas, mattresses, etc., for equipping a house.

Industrial Waste means any and all debris and waste products generated by manufacturing, food processing (except restaurants), land clearing, commercial shrubbery or tree cutting, building construction or alteration (except do-it-yourself projects) and public works type construction projects, whether performed by a government unit or by contract. Industrial Wastes are not included in the scope of this Agreement.

Infectious Waste means those wastes which may cause disease or may reasonably be suspected of harboring pathogenic organisms. Included are wastes resulting from the operation of medical clinics, hospitals, and other facilities producing wastes that may consist of, but are not limited to, diseased human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, contaminated clothing, and surgical gloves.

Loose Refuse means any refuse (either garbage or household trash) stored in and collected from any type of container other than a mechanical container or garbage can as described in this Section. Refuse collected from the ground is considered "loose refuse" and will not be collected by the Contractor.

Off-Site means any location not on the property where the waste is generated.

Refuse means both rubbish and garbage or a combination or mixture of rubbish and garbage, including paper, glass, metal and other discarded matter or materials.

Residential Dwelling Unit means any structure or shelter, or any part thereof, used or constructed for residential living receiving curbside collection service.

Rubbish means refuse accumulation of paper, excelsior, rags, wooden or paper boxes or containers, sweepings," and all other accumulations of a nature other than garbage, usual to housekeeping and to the operation of stores, offices, and other business places; also, any bottles, cans or other containers that, due to their ability to retain water, may serve as breeding places for mosquitoes or other water-breeding insects.

Solid Waste means garbage, rubbish, refuse, trash, yard trash, clean debris, white goods, special waste, ashes, sludge, or other discarded materials, including solid, liquid, semisolid, or contained gaseous materials resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations.

Special Waste means solid wastes requiring special handling and management, not accepted at a landfill or other disposal facility, or accepted at a landfill or other disposal facility at higher rates than is charged for refuse, including, but not limited to, asbestos, white goods, tires, used motor oils, mattresses, furniture, lead-acid batteries, contaminated soils and biohazardous wastes.

Trash means all waste materials not of a putrescible nature, newspapers, magazines, yard trimmings, cardboard boxes, clothing and similar discarded personal and household items or other similar waste items. Special waste and waste generated by building contractors or subcontractors is not "trash."

White Goods means discarded washers, dryers, refrigerators, ranges, water heaters, freezers, small air conditioning units, and other similar domestic large appliances.

Yard Trash means vegetative matter resulting from landscaping maintenance, including accumulations of lawn grass or shrubbery cuttings or clippings, dry leaf rakings, palm fronds, small tree branches, bushes, shrubs, green leaf cuttings, fruits, or other matter usually created as refuse in the care of lawns and yards.

SECTION 3. GRANT OF EXCLUSIVE AGREEMENT. The City hereby grants to Contractor an exclusive Agreement, including every right and privilege appertaining thereto, to operate a sanitary garbage service for the collection and disposal of all manner of solid waste, not including biohazardous waste, biological waste, construction and demolition debris, hazardous waste, industrial waste, infectious waste items for special pickup, white goods, and yard trash within the City.

This exclusive right shall apply to the collection and disposal of all solid wastes, as defined herein, generated by the citizens, residents, inhabitants, business enterprises, and other entities therein and includes title to all such solid waste generated within said boundaries insofar as the City can establish its legal right to make such grant of title. Any person now or hereafter occupying any residential unit or operating a commercial business establishment within any portion of the Agreement Area shall be required to utilize the services of the Contractor for garbage collection and disposal except for roll-offs which are used for construction debris removal..

SECTION 4. TERM. This exclusive Agreement shall be granted for a period of five (5) years with an option to extend or renew contract at the City's discretion unless sooner terminated by reason of a breach of the terms hereof by the Contractor resulting in the material failure of the Contractor to provide effective and efficient service. This Agreement term commences **October 1, 2014 and ends September 30, 2019.**

SECTION 5. ASSIGNMENT. The Agreement rights herein granted the Contractor shall not be assigned by the Contractor except with the express written approval of the City, which approval shall be within the City's sole and absolute discretion. However, Contractor may, without prior approval from the City, assign the rights herein to any parent or subsidiary company of Contractor.

SECTION 6. DEFAULT. The failure on the part of Contractor to comply in any substantial respect with any of the provisions of this Agreement shall be grounds for a forfeiture of this Agreement, but no such forfeiture shall take effect until City has served, via certified U.S. Mail, written notice of default upon the Contractor, which notice shall set forth the nature and extent of the default. Except as provided in Sections 29 and 30, Contractor shall have thirty (30) days following its receipt of the notice of default to correct the same. If Contractor protests the reasonable justification of City's declaration, said protest shall be served upon the City in writing, via certified U.S. Mail, within ten (10) days following receipt by the Contractor of the City's notice.

SECTION 7. CUSTOMER BILLING AND COLLECTION. The City shall retain the right and responsibility for residential and commercial account establishment, the monthly billings, and collection of charges to residential and commercial customers. The City shall notify the Contractor of new and closed accounts.

SECTION 8. RATE CHARGES. Rate charges for commercial and residential customers, along with other matters related to fees and charges shall be as set forth in Exhibit "A".

SECTION 9. TRANSFER STATION. Contractor shall have the use of the existing City Transfer Station located on Highway 386 for use as office space and for storage of equipment. No material collected by Contractor pursuant to this contract shall be stored on this site without the express, written consent of City. Contractor shall pay a rental amount of \$1,000.00 per month beginning on the date of this contract and continuing on the first day of each month during the life of this contract. Contractor is responsible for all maintenance and utilities. In the event that Contractor uses the Transfer Station for its intended purpose, Contractor shall pay to City \$2.50 per ton for all material that Contractor moves through the Transfer Station brought in from outside the city limits of the city of Port St. Joe..

SECTION 10. SCOPE OF SERVICES.

A. Residential Solid Waste Collection Services

- 1) Frequency of Collection: The Contractor shall collect Refuse from residential dwelling units within the Agreement area one (1) time per week.
- 2) Hours of Collection: Collection shall begin no earlier than 6:00 a.m. and shall cease no later than 7:00 p.m., Monday through Saturday. In the event of an emergency, collection may be permitted at times not permitted by this

paragraph, provided the Contractor has received prior approval from the City Manager, or their designee, to be later evidenced by a written memorandum confirming such approval. Should the Contractor not confirm and obtain in writing the approval to operate on an emergency basis, it shall be conclusively presumed that the Contractor had not obtained such approval. No collection shall occur on Sundays or holidays, except in a time of emergency, or to maintain a regular schedule due to holidays recognized by the Contractor.

- 3) Point of Pickup: Collection of Refuse shall be at curbside. In the event an appropriate location cannot be agreed upon, the City Manager, or their designee, shall determine the location.
- 4) Receptacles: Most Mobile Carts currently in use within the City are 64 gallon carts. The Contractor shall provide 96-gallon Mobile Carts to each curbside residential dwelling unit located within the City within 60 days of a request from a property owner. Property owners are not required to switch to a 96 gallon cart unless the City Manager determines that a 64 gallon is inadequate. The Contractor shall be required to pick up all garbage and rubbish generated from residential dwellings that has been placed in a Mobile Cart at Curbside (or such other single collection point as may be agreed upon by the Contractor and the customer). In addition, Contractor shall pick up properly bagged garbage or rubbish placed adjacent to a full Mobile Cart. Contractor shall not be required to collect residential waste not generated in the residence served.
- 5) Method of Collection: The Contractor shall make collections with a minimum of noise and disturbance to the householder. Any garbage or trash spilled by the Contractor shall be picked up immediately by the Contractor. Receptacles shall be handled carefully by the Contractor, shall not be bent or otherwise abused, and shall be thoroughly emptied and left at the proper point of collection.
- 6) Handicapped and/or Elderly Carryout Service: Upon notification by the City, collection services shall be provided by Contractor at the rear or side of the residence for qualified handicapped or elderly persons provided no able-bodied person resides at the residence. Application for such services shall be made by the Customer and approved by the City.
- 7) Non-Collectable Items: The Contractor shall not be responsible for the collection of bulk waste, household furniture, loose refuse, loose trash, yard waste, white goods, or construction and demolition debris.

- 8) **Bi-Annual Hazardous Waste Collection:** Contractor will provide for a special customer drop-off of household hazardous waste during the spring and fall of each year at no cost to the City or customers. Such drop-off may be coordinated with a similar event for Gulf County at the option of Contractor. In connection with such bi-annual drop-off, Contractor shall provide a 20-yard roll off container at a time and location within the City limits as designated by the City. Customers utilizing the bi-annual special drop-off shall be required to deliver their household hazardous waste to the designated location. In no event shall Contractor be required to pick up hazardous waste at any location other than the City's designated location. Contractor shall maintain a container for white goods at the Gulf County Transfer Station at all times during the term of this Agreement.

B. Commercial Solid Waste Collection Services:

- 1) **Frequency of Collection:** The contractor shall collect Refuse from Commercial Business Establishments within the City a minimum of one (1) time per week. Collection frequencies shall be mutually agreed upon by the Contractor and each Commercial Business Establishment, however, the City shall require the Commercial Business Establishments to maintain an adequate level of service to avoid overflowing containers and refuse left outside of the containers.
- 2) **Hours of Collection:** Collection shall begin no earlier than 6:00 a.m. and shall cease no later than 7:00 .p.m., Monday through Saturday in Commercial Areas. In the event of an emergency, collection may be permitted at times not permitted by this paragraph, provided the Contractor has received prior approval from the City Manager or their designee, to be later evidenced by a written memorandum confirming the approval. Should the Contractor not confirm and obtain in writing the approval to operate on an emergency basis, it shall be conclusively presumed that the Contractor had not obtained such approval. No collection shall occur on Sundays or holidays, except in a time of emergency, or to maintain a regular schedule due to holidays recognized by the Contractor. Customers may request special pickups at an additional charge. Such charge shall be billed by the Contractor.
- 3) **Point of Pickup:** Collection of Refuse shall be at a location mutually agreed upon by the Contractor and each commercial business establishment. In the event an appropriate location cannot be agreed upon, the City Manager, or their designee, shall determine the location.
- 4) **Receptacles:** The Contractor shall provide Dumpsters or Mobile Carts to

each commercial business establishment. The quantity and/or size of the receptacles shall be mutually agreed upon by the Contractor and each commercial business establishment.

- 5) Method of Collection: The Contractor will furnish each commercial account Dumpster(s) or Mobile Carts. The Contractor shall make collections with a minimum of noise and disturbance to the customer. Any garbage or trash spilled by the Contractor shall be picked up immediately by the Contractor.

SECTION 11. DISPOSAL SITE AND FEES. All solid waste collected by Contractor under the Scope of Service, as defined herein, shall be disposed of at a site or facility legally empowered to accept it for treatment or disposal. The Contractor shall be responsible for all disposal fees.

SECTION 12. CONTRACTOR'S BUSINESS OFFICE. The Contractor shall maintain a telephone listed in the name in which it conducts business as Contractor and must answer same at all reasonable times. There shall be an adequate number of telephones and a responsible Contractor representative in charge during Contractor business hours for the purpose of addressing consumer complaints.

SECTION 13. PERFORMANCE BOND. Contractor shall furnish a \$1,000,000.00 performance bond for the faithful performance of this Agreement and all its obligations arising hereunder, made payable in favor of the City, (or, in lieu thereof, pay to the City the sum of \$1,000,000.00). Said bond shall be executed by a surety company licensed to do business in Florida.

SECTION 14. INSURANCE.

A. Insurance Liability.

- 1) The Contractor shall not commence any work in connection with this Agreement until all required insurance has been obtained and such insurance has been approved by the City.
- 2) All insurance policies shall be with insurers licensed to do business in the State of Florida, and any insuring company is required to have a minimum rating of A, Class X in the Best's Key Ratings Guide published by A.M. Best & Co., Inc.
- 3) The City shall be furnished proof of coverage via a certified, complete duplicate of all insurance contracts, including every endorsement. The complete insurance contracts must be delivered to the City Manager or designee, not less than ten (10) days prior to the commencement of any and

all contractual agreements between the City and the Contractor. The City shall retain the right to reject all insurance contracts that do not meet the requirements of this Agreement.

- 4) The insurance definition of "insured" or "additional insured" shall include Contractor and any of its subcontractors, and any associated or subsidiary companies of Contractor that are involved in and a part of this Agreement.
- 5) The designation of "Contractor" shall include any associated or subsidiary company involved in or part of this Agreement. Any associated or subsidiary company involved in this Agreement must be named in the Workers' Compensation coverage.
- 6) All policies shall be written to assure that the City will be notified of cancellation at least thirty (30) days prior to the effective date of such cancellation or amendment. Such notice shall be given directly to the City Manager, or his or her designee.
- 7) All insurance contracts, except that for Workers' Compensation, shall list the City as an "Additional Insured." Contractor shall provide the City current Certificates of Insurance for all policies.

B. Workers' Compensation Insurance

- 1) The Contractor shall secure and maintain, during the life of this Agreement, Workers' Compensation insurance for all persons it employs, including supervisory, administrative and managerial personnel. In the event any work is sublet with the approval of the City, the Contractor shall require that the subcontractor provide Workers' Compensation Insurance for all its employees. Evidence of insurance shall be furnished the City not less than ten (10) days prior to the commencement of work related to any and all sub-contractual agreements.
- 2) Such insurance shall comply with the Florida Workers' Compensation Law.
- 3) Workers' Compensation insurance shall also include Employer's Liability coverage and shall include a Broad Form All States Endorsement.
- 4) Coverage shall include a "waiver of subrogation" clause in favor of the City. Also, this endorsement must be indicated on all Certificates of Insurance.

C. Business Automobile and Public Liability Insurance.

- 1) The Contractor shall maintain Business automobile Liability insurance coverage throughout the term of this Agreement. This insurance shall include owned, non- owned and hired motor vehicle coverage.
- 2) The Contractor shall carry Public Liability insurance against all other bodily injury, property damage and personal injury exposures. The coverage shall include both on and off-premises operations, contractual liability, environmental clean-up and professional liability.
- 3) All liability insurance shall be written on an "occurrence" basis and shall not be written on a "claims-made" basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance are reduced to less than those stated in the Limits of Liability, the Contractor shall notify the City Manager in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the limits of liability specified in this Agreement.
- 4) Public Liability coverage shall be endorsed to include the following:
 - a) On and off-premises operation liability
 - b) Bodily injury and property damage liability
 - c) Independent Contractor liability
 - d) Completed operations and products liability with a two (2) year extension
 - e) Blanket broad form contractual liability
 - f) Personal injury liability
 - g) Broad form property damage liability (including completed operations)
 - h) Blanket X, C and U coverage, where applicable.

D. Limits of Liability. The required insurance shall be written for not less than the following amounts, or greater amounts if required by law, and shall include employer's liability with limits as prescribed in this contract.

TYPE

LIMIT

- | | |
|-------------------------|---------------------------|
| 1) Workers Compensation | |
| a) State | Statutory |
| b) Employer's Liability | \$1 Million each accident |

- | | | |
|----|---|-----------------------------|
| 2) | Comprehensive Automobile &
General
Liability Insurance, Professional
Liability Insurance | \$1 Million each occurrence |
| 3) | Personal & Advertising Injury | \$250,000 |

SECTION 15. NOTICE OF CLAIMS OR LITIGATION. The Contractor shall report to the City any incident or claim resulting from the performance of this Agreement. Within ten (10) days of the Contractor's knowledge of the occurrence of an incident or claim, the City Manager, or designee, shall receive written notice describing the incident or claim. In the event such incident or claim involves injury or property damage to a third party, verbal notification shall be given to the City the same day the Contractor becomes aware of the incident or claim. A detailed written report shall be made to the City within ten (10) days. By entering into this contract the City explicitly does not waive any immunities, protections or privileges it has under Florida law including but not limited to sovereign immunity protection.

SECTION 16. INDEMNIFICATION AND HOLD HARMLESS. The Contractor will defend, indemnify, save harmless, and exempt the City, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees resulting from or based on (i) violation of applicable laws, ordinances, rules or regulations by the Contractor, its agents or employees; (ii) injury to persons or damage to property arising out of the Contractor's or its agents and/or employee's intentional, willful, wrongful or negligent acts or omissions in the performance of this Agreement.

SECTION 17. HOLIDAYS. The City shall not require the Contractor to provide service on the following holidays: New Year's Day, Fourth of July, Thanksgiving and Christmas. If the regular collection day for any route(s) falls on any of the aforementioned holidays, the Contractor shall collect the refuse on the next business day.

SECTION 18. ACCESS TO RECORDS. The City may audit the Contractor at any time with a seven-day notice and shall have access to Contractor's financial records and customer lists as they pertain to this Agreement.

SECTION 19. COLLECTION EQUIPMENT.

- a) The Contractor shall have on hand, at all times and in good working order, such equipment (including mobile cart replacements) as shall permit the Contractor to adequately and efficiently perform its contractual duties. Equipment shall be obtained from nationally known and recognized manufacturers of garbage collection and disposal equipment. Equipment shall be of the enclosed loader/packer type and all equipment shall be kept in good repair and appearance and in a sanitary and clean condition at all times. The Contractor shall have available reserve equipment which

can be put into service within twenty-four (24) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties.

- b) Contractor must place on the sides of its trucks the following: (a) the name of the Contractor in letters large enough to be seen from a reasonable distance, and (b) the Contractor's phone number.

SECTION 20. PROTECTION OF AGREEMENT AREA. No collector other than Contractor may make any pickups within the Agreement area for the services defined in this Agreement. Contractor may not charge a customer, for services under this Agreement, any amount other than that prescribed by the City or as otherwise provided in this Agreement.

SECTION 21. SPECIAL WASTE, INFECTIOUS WASTE, HAZARDOUS WASTE, BIOHAZARDOUS WASTE AND BIOLOGICAL WASTE:

- a) The Contractor shall not be required to collect and dispose of Special Waste, Infectious Waste, Hazardous Waste, Biohazardous Waste or Biological Waste, but may offer such service in the service area. All collection and disposal of such waste when performed by the Contractor shall be in strict compliance with all federal, state and/or local laws and regulations.
- b) The Contractor shall refuse to collect Solid Waste from a customer if the Contractor believes that such Solid Waste contains Special Waste, Infectious Waste, Hazardous Waste, Biohazardous Waste, and Biological Waste.

SECTION 22. MODIFICATIONS TO LEVEL OF SERVICE. The City may modify the level of collection services provided under the Agreement if it is determined to be in the best interest of the City or to comply with changes in laws and regulations. The City and the Contractor agree to negotiate the impact of any such modifications in good faith, shall reduce same to writing, and shall execute same as amendments to this Agreement.

SECTION 23. MODIFICATIONS TO SCOPE OF SERVICE. The City may modify the scope of the Agreement to include collection services not originally included in the Scope of Services specified in 10 of this Agreement, if determined to be in the best interest of the City. The City and Contractor agree to negotiate any impact of such modification of the Scope of Services in good faith, shall reduce the same to writing, and shall execute same as amendments to this Agreement.

SECTION 24. COOPERATION/COORDINATION. The City and its authorized representatives shall be permitted reasonable access to every facility for the inspection of all work, equipment and facilities of Contractor. The Contractor shall cooperate with the reasonable requests of any authorized representative of the City in order to facilitate the progress of the work

contemplated under this Agreement.

SECTION 25. CONSUMER COMPLAINTS/LIQUIDATED DAMAGES.

- a) The Contractor shall maintain a register of all complaints and indicate the disposition of each complaint. Such record shall be available for City inspection at all times during business hours and shall indicate the day and hour on which the complaint was received and the day and hour on which it was resolved which shall be within 24 hours of the complaint. Legitimacy of challenged complaint shall be determined on the basis of joint inspection by the City Manager, or his or her designee, and a representative of the Contractor. Disputes shall be referred to the City Manager and his or her decision shall be final.
- b) Liquidated Damages: Basis for liquidated damages: The City and Contractor acknowledge and agree that it is difficult to precisely determine the amount of damages that would be incurred by the City due to those failures or circumstances described in this section and for which the Contract would otherwise be liable. Accordingly, the parties have determined and agreed upon the amounts of the liquidated damages set forth herein, and the parties agree that the liquidated damages are reasonable under the circumstances. Therefore, the following shall constitute liquidated damages, not penalties, for the Contractor's failure to perform in accordance with the provisions of this Agreement.

Process for assessing liquidated damages: The City Manager and/or Director of Public Works shall provide written notice of any assessment of liquidated damages and the Contractor shall then have five (5) business days to submit a written response detailing the basis for disputing the assessment. Failure to respond in writing constitutes acceptance of the assessment. The City Manager or Director of Public Works shall meet with the Contractor within five (5) business days of the City's receipt of the written response and attempt to resolve the dispute. In the event no resolution is reached within seven (7) business days following the date of such request is received by the City Manager, the City and Contractor may submit the dispute for mediation to a mutually agreeable mediator. Responsibility for the costs of mediation shall be divided equally, unless otherwise mutually agreed, among the Contractor and the City. If the parties are not able to resolve dispute through mediation, or if the dispute is not submitted to mediation, the decision of the City Manager shall be strictly observed. If the Contractor is not satisfied with the decision of the City Manager it may take whatever further actions may be available at law, in equity, or under this Agreement.

Payment: Liquidated Damages shall be submitted to the City on a quarterly basis.

Amount of Liquidated Damages: The City Manager may assess liquidated damages in the

amounts listed below. For purposes of this provision, the term "Legitimate Complaint" shall mean complaints not remedied by the Contractor within the time frame specified by this Agreement.

<u>Performance Standard Violation</u>	<u>Liquidated Damages</u>
a. Legitimate Complaints/month	
1-4	\$30/complaint
5-9	\$45/complaint
10-14	\$60/complaint
15-19	\$75/complaint
20 or more	\$100/complaint
b. Providing collection service outside the designated times set forth in Section 10(B)(2) without the City Manager approval	\$100/incident
c. Failure to notify Residential Customers of permanent route or schedule changes	\$100/incident
d. Failure to deliver materials to an approved Transfer Station	\$100/incident
e. Failure to promptly clean up any litter or spills caused by the Contractor	\$100/incident
f. Use of a vehicle not meeting the requirements of this Agreement without City Manager approval	\$100/incident/day
g. Failure to submit required reporting and schedules within required time periods	\$100/day for each day late

Limits: The Contractor shall not be liable for liquidated damages because of any delays in the performance of work due to a condition Force Majeure as defined herein in Section 36 and for failure to collect all Solid Waste stored outside of the solid waste cart during period of collection occurring within three (3) days of a holiday specified in Section 17.

SECTION 26. STORMS AND HURRICANES. In the event of a storm or hurricane, the City Manager, or his or her designee, may grant the Contractor reasonable variance from regular schedules and routes. As soon as practicable after such storm, the Contractor shall advise the City Manager and the customer of the estimated time required before regular schedules and routes can be resumed. In the case of a storm where it is necessary for the Contractor to acquire additional equipment and to hire extra crews to clean the service area of debris and refuse resulting from the storm, the Contractor shall work with the City in all possible ways for the efficient and rapid cleanup of the service area. The Contractor shall receive extra compensation, above that provided

for by the Agreement, for additional personnel, overtime, and cost of rental equipment, provided it has first secured prior written authorization from the City Manager, or his or her designee. The total cost for such service shall be based on rates jointly agreed upon in advance by the City and the Contractor. In the event of such storm or hurricane emergency, the City reserves the right to assign route or pick-up priorities as deemed necessary by the City Manager. Notwithstanding the above, the Contractor shall not be responsible for nor have an obligation to collect, transport or dispose of debris or other waste material from a hurricane, severe storm or other natural or man-made disaster unless the City enters into a written agreement with Contractor specifying the terms and compensation for such services.

SECTION 27. CONTRACTOR'S REPRESENTATIVES. The Contractor shall assign a qualified person or persons to be in charge of the operations within the service area, and he or she shall be responsible to the City Manager and be accessible at reasonable times of call. The Contractor shall give the names and day and night telephone numbers of these persons to the City. Said supervisor(s) must be available for consultation with the City Manager and customers within a reasonable, practicable time after notification of a request for such consultation. The supervisor(s) shall operate a radio-equipped vehicle.

SECTION 28. CONDUCT OF EMPLOYEES. The Contractor shall ensure that its employees serve the public in a courteous, helpful and impartial manner. Contractor's collection employees will be required to follow the regular walk for pedestrians while on private property. No trespassing by employees shall be permitted, nor shall the crossing of neighboring properties, unless residents or owners of both such properties shall have given permission. Care shall be taken to prevent damage to property including cans, carts, racks, trees, shrubs, flowers and other plants. The Contractor shall also be responsible for complying with the following terms and conditions:

- a) Each vehicle operator shall, at all times, carry a valid driver's license for the type of vehicle being driven.
- b) The Contractor shall provide operating and safety training for all its personnel.
- c) The Contractor's solid waste collection employees shall wear a uniform or shirt bearing the Contractor's name.
- d) Contractor's employees shall not solicit City staff or customers.

SECTION 29. COMPLIANCE WITH STATE, FEDERAL AND MUNICIPAL LAWS. The Contractor shall comply with all applicable Municipal, County, State and Federal laws relating to wages and hours, and all other applicable laws relating to the employment or protection of its employees, now or hereafter in effect.

SECTION 30. STANDARDS OF PERFORMANCE. If the Contractor fails to perform as

herein specified for a period in excess of seven (7) consecutive scheduled working days after written notice has been received, or fails to operate the system in a satisfactory manner, for a similar period, the City may proceed as necessary to continue the performance itself until such matter is resolved and the Contractor is again able to carry out its operation under this Agreement. Any and all operating expenses incurred by the City in so doing shall be charged to the Contractor.

SECTION 31. DEFAULT AND DISPUTE OF THE AGREEMENT. It shall be the duty of the City Manager to observe closely the agreed-upon refuse collection and disposal services. In the opinion of the City Manager, there will have been a breach of the Agreement should any of the following events occur:

- a) The contractor takes the benefit of any present or future insolvency statute, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or a petition or answer seeking re-adjustment of its indebtedness under the federal laws of the United States, or any state thereof, or consents to the appointment of a receiver or trustee, or liquidator of all, or substantially all, of its property; or
- b) By order or decree of a court, the Contractor shall be adjudged bankrupt, or an order shall be made approving a petition filed by any of its creditors or by any of the stockholders of the Contractor seeking its reorganization or the readjustment of its indebtedness under federal bankruptcy laws or under any law or statute of the United States or any state thereof; provided that, if any such judgment is stayed or vacated within sixty (60) days after the entry thereof, any notice of cancellation shall be and become null, void, and of no effect; or
- c) By, pursuant to, or under authority of any legislative act, resolution, or rule, or any order or decree of any court or government bond, agency, or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of the Contract and such possession or control shall continue in effect for a period of sixty (60) days; or
- d) The Contractor shall voluntarily abandon, desert, or discontinue its operation hereunder granted, for a period in excess of seven (7) consecutive scheduled working days, then such shall be considered a material breach of this Agreement and the City Manager shall notify the Contractor in writing of the breach.

SECTION 32. PERMITS AND LICENSES. Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect.

SECTION 33. TITLE TO MATERIALS. The City reserves the right at all times to hold title and ownership to all waste collected by the Contractor.

SECTION 34. MODIFICATION. The terms and conditions of this Agreement may be modified from time to time by mutual agreement of the parties as evidenced by a written agreement duly executed by the parties hereto or their representatives. No modification or amendment of this Agreement shall be valid and effective unless evidenced by the required agreement in writing.

SECTION 35. EFFECTIVE DATE. This Agreement shall take effect on the ____ day of _____, 2014.

SECTION 36. FORCE MAJEURE. The performance of this Agreement may be suspended and the obligations of either party excused in the event of and during the period that such performance is prevented or delayed by a Force Majeure occurrence. "Force Majeure" shall mean:

- a) An act of god, including hurricanes, tornadoes, landslides, lightning, earthquakes, weather conditions, fire, flood, explosion, act of terrorism, sabotage or similar occurrence, acts of public enemy, extortion, war, blockade or insurrection, riot, civil disturbance, strike or other labor disturbances, governmental actions or regulations, governmental requests or requisitions for national defense, or breakdown or injury to, or shortage in, facilities used for the handling, processing or transportation of Solid Waste or any other cause beyond the reasonable control of either party.
- b) The order or judgment of any federal, state, or local court, administrative agency or governmental body (excluding decisions of federal courts interpreting federal tax laws, and decisions of State court interpreting State tax laws) if it is not also the result of the willful misconduct or negligent action or inaction of the party relying thereon; provided that neither the contesting in good faith of any such order or judgment nor the failure to so contest shall constitute or be construed as a measure of willful misconduct or negligent action or inaction of such party;
- c) The suspension, termination, interruption, denial, or non-renewal of any permit or approval essential to the operation of the Contractor; or
- d) A change in Law. "Change in Law" means (i) the adoption, promulgation, or modification or reauthorization after the date of this Agreement of any law, regulation, order, statute, ordinance, rule or binding judicial or administrative ruling that was not adopted, promulgated, modified or reissues on or before the date of this Agreement, or (ii) the imposition of any material conditions in connection with the issuance, renewal, or modification of any permit, license, registration, notice of intent or approval after the date of this Agreement, which in the case of either (a) or (b) establishes requirements affecting a party's operation under this Agreement more burdensome than the requirements that are applicable to such party and in effect as of the date of this Agreement. A change in any federal, state, county, or

other tax law or workers' compensation law shall not be a Change of Law. However, in the event that a federal, state, or local entity imposes a fee, charge or tax after the date of this Agreement that applies to a party's operations per se, such fee, charge or tax shall be treated as a Change in Law.

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

CITY OF PORT ST. JOE

By: _____
Mel C. Magidson
Mayor-Commissioner
DATE: _____

ATTEST:

Charlotte M. Pierce
City Clerk

The form and legal sufficiency of the foregoing have been reviewed and approved by the City Attorney.

RISH, GIBSON & SCHOLZ, P.A.

By: _____
Thomas S. Gibson
City Attorney

CONTRACTOR:
WASTE PRO OF FLORIDA, INC.

By: _____
Printed Name: _____
DATE: _____

Commercial Containers	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK
1 Yard City	\$55.16	\$102.27	\$151.33	\$199.48	\$240.96	\$280.51
Waste Pro	\$49.76	\$94.50	\$140.48	\$183.93	\$222.35	\$266.82
2 Yard City	\$73.42	\$126.72	\$183.03	\$253.51	\$307.42	\$365.45
Waste Pro	\$55.57	\$116.15	\$166.72	\$239.24	\$287.62	\$344.92
3 Yard City	\$105.11	\$179.41	\$269.09	\$325.26	\$417.51	\$497.34
Waste Pro	\$98.10	\$167.79	\$251.48	\$305.93	\$400.11	\$480.12
4 Yard City	\$122.21	\$252.32	\$331.93	\$434.00	\$539.65	\$634.64
Waste Pro	\$101.15	\$212.30	\$313.45	\$407.28	\$512.18	\$601.13
6 Yard City	\$166.06	\$324.46	\$477.71	\$627.92	\$777.14	\$912.45
Waste Pro	\$151.72	\$308.45	\$447.29	\$586.38	\$728.28	\$873.93
8 Yard City	\$230.73	\$445.06	\$555.11	\$717.72	\$992.42	\$1,199.56
Waste Pro	\$202.30	\$404.60	\$520.68	\$673.69	\$929.38	\$1,115.25

Commercial	1 X WK	2 X WK
1 Cart City-96 gallons	\$30.12	\$53.25
Waste Pro	\$26.02	\$40.00
2 Carts City-96 gallons		\$80.67
Waste Pro		\$75.28
Compactor City-20 Yard		\$543.73
Waste Pro-20 Yard		\$494.30

Home Business	1 X WK City	1 X WK Waste Pro
1 Cart-96 gallon	\$30.12	\$24.72

Residential	1 X WK City	1 X WK Waste Pro
1 – 64 Gallon Cart	\$18.65	\$10.93
1 – 96 Gallon Cart	\$18.65	\$10.93
1 - 64 & 1- 96 Gallon Carts	\$27.39	\$19.43
2 – 64 Gallon Carts	\$25.11	\$19.43
2 – 96 Gallon Carts	\$30.76	\$19.43

Low Income	1 X WK City	1 X WK Waste Pro
1 – 64 Gallon Cart	\$15.76	\$10.36
1 – 96 Gallon Cart	\$17.59	\$12.19

Senior Discount	\$2.00	62 years of age to be eligible
Roll offs 20 yard	10%	Credit shown on monthly bill
Roll offs 30 yard	10%	Credit shown on monthly bill
Tipping Fees per ton	\$51.50	
Transfer Station Rent Monthly	\$1,000.00	
Transfer Station per ton	\$2.50	for all trash from outside city limits

LEASE AGREEMENT

THIS LEASE AGREEMENT MADE AND ENTERED INTO THIS ____ day of ____, 2014, by and between CITY OF PORT ST. JOE, FLORIDA, a municipal corporation organized under the laws of the State of Florida, 305 Cecil G. Costin, Sr., Blvd., P.O. Box 278, Port St. Joe, Florida 32457, *Lessor*, and Gulf Coast Workforce Development Board, Inc., doing business as Gulf Coast Workforce Board, hereinafter called *Lessee*,

WITNESSETH:

That subject to the terms and conditions herein contained, Lessor hereby leases to Lessee, and Lessee hereby rents from Lessor, the following described premises in the City of Port St. Joe, Florida, being more particularly described as follows: 307 Peters Street and 414 Kenney Street, Port St. Joe, FL 32456.

TERMS

Lessor and Lessee hereby agree as follows:

1. The term of this Lease shall begin as of the ____ day of ____, 2014, and shall end twelve (12) months later. Upon complying with the terms, agreements and covenants hereof, Lessee shall have peaceable possession of the leased premises.
2. The Leased premises includes the Washington Gym including surrounding grounds and Incubator Building. The Lessee will not be responsible for accidents on the Playground, Nathan Peters Park, Outdoor Basketball Court or on the Softball Field except during the Summer Youth program for the months of June and July.
3. Lessee shall pay and be responsible for any and all utilities incurred in connection with the leased premises.
4. Lessee will provide general liability insurance with extended coverage in an amount of \$500,000.00, naming the City of Port St. Joe, Florida as an additional named insured. The Lessor shall hold Lessee harmless for damage to the premises caused by wind, flood or other acts of God.
5. Lessee leases and accepts the premises, as is, and may make alterations to the building only as agreed upon in writing by the City, at its own expense and at the end of said lease period, the Lessee will return the property to the Lessor in as good as condition as is presently, ordinary wear and tear excepted. Alterations and improvements to the leased premises require Lessor's written consent and shall become the property of Lessor unless otherwise agreed in writing. All minor repairs of less than \$250 shall be the responsibility of the Lessee. All major

repairs above \$250 shall be reported to the City for inspection and determination of the corrective action that will be needed.

6. Lessor may, at any reasonable time during the term of this Lease, inspect the leased premises.

7. Should the premises be substantially damaged or destroyed during the term of this Lease, either party may terminate the Lease.

8. Any notices of communications from Lessee to Lessor under this agreement shall be in writing sent to Lessor by United States Mail, postage prepaid, addressed to Lessor, or delivered to Lessor, City of Port St. Joe, Florida, at P.O. Box 278, 305 Cecil G. Costin, Jr., Blvd., Port St. Joe, Florida 32457.

All notices or communications from Lessor to Lessee under this Lease shall be in writing and shall be sent to Lessee by United States Mail, postage prepaid, addressed to Lessee at 5230 W US Highway 98, Panama City FL 32401; or delivered to Lessee at 414 Kenney Street, Port St. Joe, Florida 32456.

Any address hereinabove provided for may be changed from time to time by either party hereto by written notice similarly given.

9. Lessee shall not assign or sublet the premises, or allow any other person or entity to operate a business, sell merchandise or services, or conduct any commercial activity from the premises without the consent of the City.

10. Either party may cancel this agreement at any time for any reason.

11. Fixture and appliances installed by the Lessee shall remain the property of the Lessee and the premises shall be restored to its original condition upon their removal unless otherwise agreed upon.

12. No security deposit shall be required by Lessor.

13. IDEMNIFICATION: Lessee shall indemnify Lessor and save it harmless from suits, actions, damages, liability and expense in connection with loss of life, bodily or personal injury or property damage arising from or out of any occurrence in, upon or at, or from the leased premises, or the occupancy or use by Lessee of said leased premises or an part thereof, or occasioned wholly or in part by any act of omission of Lessee its agents, contractors, employees, servants, invitees, licenses or concessionaires. In addition, Lessor shall not be responsible or liable to Lessee or to those claiming by, through or under Lessee for any loss or damage to either

persons or the personal property of the Lessee that may be occasioned by or through the acts or omissions of persons occupying adjacent, connecting or adjoining premises.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, in triplicate, on the date hereinabove mentioned.

Signed, sealed and delivered
In presence of:

LESSOR:

CITY OF PORT ST. JOE

Robin K. Combs
Printed name of witness

Mel C. Magidson, Jr., Mayor

Attest: _____
Charlotte M. Pierce, City Clerk

Terese H. Kent
Printed name of witness

LESSEE:

Gulf Coast Workforce Board

Printed name of witness

Kim Bodine, Executive Director

Printed name of witness

Overall concept:

The Gulf County Community Health Partners (CHIP) is interested in working with the City of Port St. Joe and/or County to implement activities focused on increasing physical activity.

This is important because 66.4% of adults and 36% of children in Gulf County are overweight or obese (Source: 2012 Florida Charts).

The two initiatives include:

1. Community Bike Program
2. Fitness Trail along a Park

1. Community Bike Program:

Idea: The CHIP partners are interested in working with the City of Port St. Joe and the Washington Improvement Group Center to implement a bike program. There is funding provided by the Florida Department of Health in Gulf County to pay for the start-up for this initiative. Once all start-up support is purchased, we'd like the city to take ownership of the goods. The idea is to set up a community bike station at the WIG Center open to the public for free. The bike program would include:

- 20 adult brightly colored bikes. The adult bikes would include baskets.
- Helmets for each bike
- Locking Mechanisms
- Parking Stand
- Tracking Device (looking into)
- Maintenance Agreement with local bike shop, St. Joe Velo for on-site tune-ups, fleet, pick-up and delivery.
- Check in/Check out process at the WIG.
- Waiver forms completed.

*For liability concerns, please see the attached document.

2. Fitness Trail along a Park:

Idea: The CHIP partners would like to implement a fitness trail beginning at the stack house and ending at the 16th St. Park. There is a series of "exercise stations" made of low-cost materials (paid for by health department) that could enhance the overall park experience and encourage physical activity. Fit-Trails systems are self-guided and self-paced. The exercise stations easily accommodate one person or groups of people. No supervision during fit-trail is required.

(Please see attached picture)

The Fitness Trail concept would include

- 10 Exercise/Fitness Stations
- Signs at each station, as well as "How to Start" and "You've Finished" signs. For liability purposes, most trails have signs posted to explain the general warnings about the course, as well as an assumption of risk statement. Signs should suggest consulting with a physician before starting a new exercise program, and indicate that the equipment should not be used as a playground.



Liability Issues for Bike Share Programs

Bicycling is good for the individual, the community, and the environment — and it's fun. Bike share programs provide the public with the opportunity to rent bicycles for transportation and exercise without the expense and responsibility of owning a bike. Bike share programs have been highly successful in Amsterdam, Paris, and now Minneapolis, along with a growing number of other cities in the United States. Participants need little more than the desire to bike and a credit or debit card.

There are numerous ways that the owner or operator of a bike share program can limit its liability.

However, bike share programs can create liability and safety issues. This fact sheet provides an overview of the liability issues that can arise and how a bike share program owner or operator can minimize risk of liability. When creating a bike share program, it is important to consult with an attorney to make sure that the program meets all legal requirements.

Q: How does a bike share program create liability?

A: Owners and operators of bike share programs can be sued if one of its bikes is involved in an accident where people are injured or killed or if there is property damage.



Q: How can the owner or operator of a bike share program limit its liability?

A: There are numerous ways that the owner or operator of a bike share program can limit its liability, including:

- Purchasing insurance,
- Requiring users of the program to sign waivers releasing the program from liability for injuries,
- Keeping the bikes well maintained, and
- Educating users about use of the bike and providing safety training.

Q: Should a bike share program require users to wear helmets?

A: Some bike share programs require users to wear helmets, especially in places where helmet laws are in effect. A helmet can protect against some injuries or reduce the severity of an injury caused by impact to the head. As a result, a bike share program should recommend that riders wear a helmet, even if it's not legally required. However, helmets are not 100% effective in protecting against head injuries and offer no protection against other kinds of injuries.

Q: What protection does a waiver provide?

A: Waivers can be a way to manage risk, but they do not completely shield the program or its owners and operators from liability. A waiver must be carefully drafted and may not hold up in court; but signing one may discourage some people from bringing a lawsuit. For more information on waivers, see the Public Health Law Center's resources on waivers and releases.

Q: Is there any special protection for government entities that operate bike share programs?

A: A city, county, town, public authority, public corporation, special district, school district, or public library that operates a bike share program has some immunity from liability for discretionary decisions.¹ Discretionary decisions are those that involve the balancing of policy, economic, political, financial, safety, or legal considerations.² Discretionary decisions that a government entity might make in connection with a bike share program include location of bike docks, maintenance schedules, and whether to require riders to wear helmets.

Q: How can an organization that is not a government entity limit its liability for a bike share program?

A: In addition to the precautions described above, an organization can protect itself by partnering with a government entity or non-profit organization. Such a partnership may make the program eligible for coverage under the insurance policy of the government entity or non-profit organization and can spread risk among the partners. Even if a partner arrangement is unavailable, a bike share program can limit potential liability for its staff and leadership by incorporating as a non-profit organization.

RESOLUTION 2014-14

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PORT ST. JOE, AUTHORIZING A GRANT APPLICATION FOR THE PHASE III CAPE SAN BLAS LIGHTHOUSE RELOCATION; PROVIDING FOR A FUNDING SOURCE FOR ANY REQUIRED MATCH; APPOINTING AND AUTHORIZING A DESIGNATED PROJECT CONTACT; AUTHORIZING THE CITY MANAGER TO ACT ON BEHALF OF THE CITY; PROVIDING FOR REPEAL; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Joe, Florida will apply to the Bureau of Historic Preservation of the Division of Historical Resources for a Phase III Cape San Blas Lighthouse Relocation Grant for improvements to certain City property known as the Cape San Blas Lighthouse; and

WHEREAS, the Board of City Commissioners has determined that as a necessary part of that application certain resolutions need to be made; and

WHEREAS, the City of Port St. Joe, Florida recognizes the City Manager as the official authorized to act on behalf of the City in such matters and further acknowledges that his signature shall be binding upon the City in such matters; and

WHEREAS, The City Clerk shall be responsible for grant application and project management,

NOW, THEREFORE, BE IT RESOLVED by the Board of City Commissioners of the City of Port St. Joe, Florida as follows:

1. That it approves the submission of the application and any related documents for the subject grant in the amount of \$125,000; and
2. That this legislative body of the City of Port St. Joe, Florida hereby authorizes the City Manager to act as the appropriate official on behalf of the City of Port St. Joe, Florida in dealing with the Bureau of Historic Preservation and to sign any and all necessary application and other forms; as well as, submitting any additional information required and signing any necessary contracts and/or other agreements between the parties that may result from this application; and
3. The City of Port St. Joe, Florida hereby assures the Bureau of Historic Preservation that it authorizes the total expenditure set forth in the grant application and acknowledges that it will have available from existing BP funds and will make any contribution identified in the grant application; and

4. The City Clerk shall act as project manager and Designated Project Contact for this grant and; and

5. The City Commission certifies that this project will not result in any transfer of jobs or employment or the production of goods or services to an area where there is no demand for such.

6. Any Resolution previously adopted relative to this particular grant is repealed.

THIS RESOLUTION ADOPTED THIS ____ day of _____, 2014, on a vote of ____ yeas and ____ nays, by the Board of City Commissioners, City of Port St. Joe, Florida.

BOARD OF CITY COMMISSIONERS
CITY OF PORT ST. JOE, FLORIDA

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

ATTEST:

Charlotte M. Pierce
City Clerk

Code Enforcement 2014 Activity
As of 10/1/14

	Open	Closed	Total	Increase
Unlawful Accumulation	32	112	144	25
Substandard Structure	2		2	
Abandoned Vechicle	5	18	23	2
Unlawful Sewer				
Land regulation Violation	3	9	12	3
Business Lic. Violation		1	1	
Special Master Hearings				
Building Demolition		5	5	
Waste Violation	1	75	76	1
Sign Violation	0	205	205	7

Total	43	Total	425	Total	468	Total	38