

May 5, 2015

**Regular Public Meeting
6:00 P.M.**

**Port St. Joe Fire Station
402 Williams Ave
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.

Port St. Joe Fire Station

402 Williams Ave

Tuesday May 5, 2015

Call to Order

Consent Agenda

Minutes

- Regular Commission Meeting 4/21/15
- Workshop Meeting 4/27/15

Pages 1-3

Page 4

PSJRA

- Update

City Attorney

- Port Authority Update

Old Business

- Gulf Pines Hospital Site- Update
- Dr. Dusty May- Saving the Bay
- Roof Repair Update
 - Fire Station
 - Likely Bldg.
 - Centennial Bldg.
- Road Bond Money- Update
- Boat Dock Improvement Project- Update
- Wastepro Amnesty Days

New Business

- CATF Membership- Bruce Ballister
- FDOT Traffic Signal Maintenance Agreement
- Stormwater & Sewer Repairs
- Naming of Dixie Youth Field- Comm. Buzzett
- Child Safety/Speed Bumps- Comm. Patterson

Page 5

Pages 6-14

Public Works

- Update

Surface Water Plant

- Update

Waste Water Plant

- Update

City Engineer

- Update

Code Enforcement

- Update

Page 15

Police Department

- Update

City Clerk

- Canvassing Board

Page 16

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, April 21, 2015, AT 6:00 P.M.
The Meeting was held in the Port St. Joe Fire Department Meeting Room due
to a request for accessibility from a citizen.**

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 Thursbay, second by Commissioner Buzzett, to approve the Minutes of the April 7, 2015, Meeting. All in favor; Motion carried 5-0.

Port St. Joe Redevelopment Association (PSJRA)

No one was present from the PSJRA. Draft Minutes of the April 14, 2015, meeting were provided.

CITY ATTORNEY – Tom Gibson

Port Authority Update – The Port Authority continues to work with the Legislature on funding.

Sailboat at Core Park – A grant application has been submitted to the Florida Wildlife Commission for funding assistance to remove the sailboat.

Ordinance 515 St. Joe Gas Company – Public Hearing and First Reading

Attorney Gibson recused himself as the City's Attorney for discussion as he is related to the Costin and Shoaf Families that own St. Joe Gas Company.

A Motion was made by Commissioner Buzzett, second by Commissioner Patterson, to have the First Reading of Ordinance 515 and to advertise the Ordinance in the paper. All in favor; Motion carried 5-0.

Attorney Gibson read Ordinance 515 by Title only.

Bill Reid and Nathan Peters, Jr., each asked for clarification of Ordinance 515 and opposed a Franchise Fee that would be passed on to the citizens.

Jason Shoaf of St. Joe Gas Company stated the gas company was not asking for an exclusive contract as Duke Energy currently has for power.

State of Florida v/s State of Georgia

Attorney Gibson shared that the State of Florida has sued the state of Georgia concerning the Apalachicola River water and that the City has to provide numerous records relevant to our water system at our expense.

CITY MANAGER'S REPORT – Jim Anderson

Old Business

Gulf Pines Hospital Site – Fill dirt continues to be hauled in, removal of the driveway continues and a survey needs to be done by Preble Rish.

Attorney Gibson shared that once the elevation is determined, there needs to be a Workshop concerning the Deed Restrictions.

Centennial Building Roof – There continues to be a leak behind the stage. A Workshop, on site, has been scheduled for Monday, April 27, 2015, at 6:00 P.M. The roofer, fire department and staff will meet to review the issues and come up with a plan to resolve the leaks.

Road Bond Money – The Gulf County Board of County Commissioners will have a Special Meeting at Noon on April 22, 2015, to discuss this. They will meet with the different cities after they determine their action plan.

Commissioner Patterson noted that there is not enough Road Bond Money to complete Long Avenue and that he has spoken with Gulf County Commissioners Sandy Quinn and Warren Yeager and each of them has committed a portion of their district's funds to complete the Long Avenue improvements.

Boat Dock Improvement Project – The contractor has money in hand for the materials to proceed with the project and anticipates that it will be completed before Memorial Day.

Dr. Dusty May did not make his presentation at the previous meeting and could not attend tonight's meeting but has talked with local individuals and is asking that the City provide funding for signage and brochures to be placed at entry points of St. Joseph Bay to make boaters aware of the need to protect the bay sea grass.

New Business

Computer Backup Server – A Motion was made by Commissioner Buzzett, second by Commissioner Patterson, to proceed with the lease agreement for offsite backup file management system. Cost will be \$2,000 per year for a three year lease to purchase agreement. All in Favor; Motion carried 5-0.

WastePro Amnesty Days – Mr. Anderson, County Staff and WastePro are working to provide these days for citizens.

Commissioner Buzzett requested that this item remain on the Agenda.

Fee Waiver Request: Prom and North Florida Child Development

A Motion was made by Commissioner Patterson, second by Commissioner McCroan, to grant the Fee Waiver Request from both entities. All in Favor; Motion carried 5-0.

Public Works – John Grantland

Likely Building Roof Quotes – A Motion was made by Commissioner Thursbay, second by Commissioner Patterson, to accept the quote of \$4,900 from Barfield Roofing to replace the roof and use BP Funds to cover the cost. All in favor; Motion carried 5-0.

Surface Water Plant – Larry McClamma

Mr. McClamma did not have anything to report.

Wastewater Plant – Lynn Todd

Ms. Todd anticipates delivery of the 4" Thompson Pump in 5 – 7 weeks. Kevin Pettis passed the state Class B Water License exam and the plant is spraying 8 hours per day to keep the lagoon level down.

City Engineer – Clay Smallwood, III

Mr. Smallwood did not have anything to report.

Mr. Anderson noted that the Department of Economic Opportunity has approved the \$40,000 grant for the engineering of water and sewer in the downtown area. A Motion was made by Commissioner Thursbay, second by Commissioner Buzzett, to accept the Task Order from Preble Rish in the amount of \$40,000. All in Favor; Motion carried 5-0.

Code Enforcement

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

Police Department – Chief Herring

Chief Herring did not have anything to report.

City Clerk – Charlotte Pierce

Clerk Pierce shared, on behalf of Bruce Ballister of the Apalachee Regional Planning Council, that three of the six members of the Citizens Advisory Task Force Committee do not meet the income based criteria to serve on the CATF and will need to be replaced. A copy of the criteria will be placed in the City Hall Mail Box of each Commissioner for their review before making any nominations to the Committee.

Citizens to be Heard

Ann White thanked the Commission for their encouragement and well wishes during her recent accident and recovery.

Mrs. White also inquired about the correct way to deal with a barking dog that is a disturbance during the night. Mr. Anderson shared that it should be reported to the City and asked Mrs. White to get with him as he would provide the needed information.

Discussion Items by Commissioners

Commissioner Thursbay expressed his appreciation to the many citizens that had called him concerning the St. Joe Gas Company Franchise Fee. For the record, he stated that he was not for any increases to the citizens; if anyone had been told that he supported an increase, it was not true; he had not lied to anyone, certainly not Jason Shoaf; and to please give him a call anytime about issues.

Commissioner Patterson shared that many citizens do not understand that voting in the City Election is not by group and asked what could be done to remove the group designation.

Mr. Gibson noted that the City Charter would have to be amended to remove the designation.

Neither *Commissioner McCroan* nor *Commissioner Buzzett* had anything to discuss.

Mayor Magidson referred to an earlier statement concerning 3-2 votes and noted that he had never supported raising taxes; the budget has been held down each year he has been on the Commission; the millage rate has not gone up and he is 100% opposed to increasing a Franchise Fee. He also noted that he did vote to support the Ordinance on Water Rates to keep the City out of bankruptcy and prevent the bank from calling the loan on the water plant as these steps were necessary due to the closing of Arizona Chemical Company which left a tremendous deficit in the City's finances. His vote to increase the water rates was made after a professional rate study was done by Burton and Associates. The bank requires a revenue stream and loan rates are contingent upon that.

A Motion was made by Commissioner Buzzett, second by Commissioner McCroan, to adjourn the Meeting at 6:45 P.M.

Approved this _____ day of _____ 2015.

Mel C. Magidson, Jr., Mayor

Date

Charlotte M. Pierce, City Clerk

Date

**MINUTES OF THE WORKSHOP FOR THE BOARD OF CITY COMMISSIONERS FOR
THE CITY OF PORT ST. JOE FLORIDA, HELD AT THE CENTENNIAL BUILDING
APRIL 27, 2015, 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 Public Works Director, John Grantland were also present. The Port St. Joe Volunteer Fire Department was represented by Chief John Ford, Assistant Chief Richard Burkett, Teresa McArdle, Jesse McCroan, Michael Mize and Austin Williams. Bill Kennedy was also present.

The purpose of the Workshop was to check for leaks in the Centennial Building roof.

Roofing Contractor Jerry Wilson, who had recently made repairs to the roof, did not attend the Workshop. Mr. Anderson contacted Mr. Wilson by telephone and was told that he had forgotten about the Workshop.

Mayor Pro tem Rex Buzzett called the Workshop to Order at 6:00 P.M.

Members of the Port St. Joe Fire Department were on hand with the Ladder Truck to pump water on to the roof to check for leaks.

Mayor Magidson joined the Workshop at 6:03 P.M.

After the Fire Department applied water to the roof, water was running down an inside wall in the vicinity of the exit door to the right of the stage.

It was noted that an outside downspout on the Northwest side of the building was not properly attached to the building and needs to be attached.

Commissioner Buzzett shared that he and a committee had been working on improvements to the Centennial Building that included acoustics, preventing water from entering the building and interior painting.

Mr. Wilson agreed, by phone, to look at the issues found during the Workshop.

Mayor Magidson adjourned the Workshop at 6:32 P.M.

Approved this _____ day of _____ 2015.

Mel C. Magidson, Jr., Mayor

Date

Charlotte M. Pierce, City Clerk

Date

CATF Current Membership

Jerry Barnes

Rachel Crews

William Chafin

Charles Givens – have not received eligibility form yet.

Kim Knight

Alternate

Damon McNair

The individuals have volunteered to serve and meet the new requirements:

Greg Garland, Jr.

Betty Harris

Letha Mathews

Carla Riley

Names highlighted in blue indicate that only two of these three individuals may continue to serve or be replaced. The Committee must have five members and meet the eligibility requirements.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

750-010-22
TRAFFIC
OPERATIONS
04/15
Page 1 of 5

CONTRACT NO. _____
FINANCIAL PROJECT NO. _____
F.E.I.D. NO. _____

THIS TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT ("Agreement"), is entered into this _____ day of _____, between the Florida Department of Transportation, an agency of the State of Florida, herein called the "Department", and _____, Florida, _____ ("Maintaining Agency").

WITNESSETH:

- A. The Department is authorized under Section 335.055, Florida Statutes, to enter into this Agreement.
- B. The Maintaining Agency is authorized under _____ to enter into this Agreement and has authorized its undersigned representative to enter into and execute this Agreement on behalf of the Maintaining Agency.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, the sufficiency of which is acknowledged, the parties mutually agree and covenant as follows:

1. The Maintaining Agency shall be responsible for the maintenance and continuous operation of the traffic signals, interconnected and monitored traffic signals (IMTS) (defined as signals that are interconnected with telecommunications and are monitored at a central location), traffic signal systems (defined as central computer, cameras, message signs, communications devices, interconnect / network, vehicle, bicycle & pedestrian detection devices, traffic signal hardware and software, preemption devices, and uninterruptible power supplies ("UPS")), control devices (defined as intersection control beacons, traffic warning beacons, illuminated street name signs, pedestrian flashing beacons (i.e., school zone flashing beacons, pedestrian crossing beacons, and Rectangular Rapid Flashing Beacons)), and emergency/fire department signals and speed activated warning displays. The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operation of such traffic signals and signal systems and devices upon completion of installation of each signal or device. All traffic signals and control devices mentioned in this paragraph are referred to in this Agreement as "Traffic Signals and Devices".
2. The Department agrees to pay the Maintaining Agency an annual compensation amount based on the Department's fiscal year. The compensation amount consists of the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A. Payments by the Department will be made in accordance with Exhibit B. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the Traffic Signals and Devices, and shall undertake the maintenance and continuous operation of these Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any final acceptance of the installation by the Department, the Maintaining Agency will have the opportunity to inspect and request modifications or corrections to the installation(s) and the Department agrees to undertake those modifications or corrections prior to final acceptance so long as the modifications or corrections comply with the Agreement, signal plans, and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.
3. The Maintaining Agency shall maintain and operate the Traffic Signals and Devices in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended.
4. The Maintaining Agency's maintenance responsibilities include, but are not limited to, locates, preventive maintenance (periodic inspection, service and routine repairs), restoration of services, and emergency maintenance (trouble shooting in the event of equipment malfunction, failure, or damage). Restoration of services may include temporary poles, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log.
5. The Department intends to conduct a structural inspection of the mast arm structures and strain poles every 60 months, which inspection shall comply with the checklist included in Exhibit C, attached to and incorporated in this Agreement. The inspection report will serve as a 90-day notification to the Maintaining Agency that deficiencies exist which require preventative maintenance and periodic maintenance. Preventative maintenance includes but is not limited to: spot painting, cleaning, all wiring issues, graffiti removal, all signal related issues (lighting, signs and connections), and response to traffic impact including repair and replacement of all components damaged by the traffic impact. For any new painted mast arms installed after the date of this agreement, preventative maintenance includes all items described above and also includes repainting, tightening of nuts, replacing missing or deficient bolts, replacement of missing cap covers or equivalent, replacement of missing or deficient access hole cover plates, and repairing improper grounding. Damaged mast arm structures and strain poles must be properly repaired or replaced by the Maintaining Agency. If the Maintaining Agency is not successful in recovering damage costs from responsible party(ies) within 180 days from the occurrence of damage, the Department will reimburse the Maintaining Agency for costs

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

750-010-22
TRAFFIC
OPERATIONS
04/15
Page 2 of 5

incurred due to traffic impacts to mast arms, which reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The Department will pursue reimbursements from individuals and/or the third parties who cause damages to mast arms and are liable for replacement/repair costs. Failure to perform preventative maintenance after notification of an inspection deficiency will result in the Maintaining Agency being responsible for the corrective actions. If spot painting or any other described preventative maintenance is not carried out, there shall be a 25% retainage of the annual compensation amount for the affected signal locations until the preventative maintenance is performed. For each month subsequent to the expiration of the 90-day notice given to the Maintaining Agency that preventative maintenance deficiencies exist, 1/12th of the annual compensation amount for the affected signal locations will be forfeited up to 25% of the annual compensation amount. In the case of a total paint failure on a mast arm installed prior to the date of this Agreement, the Department will fund the cost of repainting. This does not include any mast arm that was installed with a separate mast arm painted finish agreement. The terms of that agreement will control.

6. Periodic maintenance includes but is not limited to: repair of cracks in the mast arm structure; removal and/or repair of grout pads; resetting of anchor bolts; and repair or replacement of deteriorated anchor bolts and nuts. For any new mast arm installations after the date of this Agreement, if a Maintaining Agency requests a painted mast arm, the Maintaining Agency agrees to perform all required periodic and preventative maintenance. Any periodic maintenance performed on the mast arm structure by the Maintaining Agency needs Department approval prior to commencement of work and shall be performed within 90 days unless under an emergency situation. Any and all work performed by the Maintaining Agency must conform to the current Department Standard Specifications for Road and Bridge Construction as applicable. Mast arms that the Department determines to be at the end of its useful life will be replaced by the Department so long as documented preventative maintenance and any applicable periodic maintenance was satisfactorily performed by the Maintaining Agency.

The Table below summarizes the roles of the Maintaining Agency and the Department with regard to preventative and periodic maintenance of mast arms:

Maintaining Agency	Florida DOT
Preventative maintenance of all mast arm structures	Periodic maintenance of all mast arm structures (except for any new painted and existing painted structures with signed separate Agreement)
Periodic maintenance of structures (for any new painted and existing painted structures with signed separate Agreement)	
Damage repair or replacement of structures	Compensate Maintaining Agency for damage repair or replacement of structures
	Replacement at end of life cycle of the structure

7. The Department will reimburse the Maintaining Agency for costs incurred due to traffic impacts to traffic signal controller cabinet assemblies, traffic signal battery backup, UPS cabinet assemblies, pedestrian flashing beacons, strain pole repair or replacement, and all devices shown in Exhibit A, if the Maintaining Agency is not successful in recovering damage costs from responsible parties. The Maintaining Agency will be responsible for pursuing reimbursements from individuals and/or the third parties that cause damages. However, if the Maintaining Agency is not successful in recovering damage costs from responsible party(ies) within 180 days from the occurrence of damage, the Department will pursue reimbursements from individuals and/or the third parties who cause damages and are liable for replacement/repair costs to the traffic signal controller cabinet assemblies, traffic signal battery backup, UPS cabinet assemblies, pedestrian flashing beacons, strain poles, and all devices shown in Exhibit A. Applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency.
8. The Maintaining Agency may remove any component of the installed equipment for repair or testing; however, it shall only make permanent modifications or equipment replacements and only if the equipment provided is capable of performing at minimum the same functions as the equipment being replaced. The Department shall not make any modifications or equipment replacements without prior written notice to and consultation with the Maintaining Agency.
- a. The Maintaining Agency shall implement and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, special provisions, Department re-timing projects, and the Department's Traffic Engineering Manual. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals and flash times (where applicable). Signal Systems timings (cycle length, split, offsets, sequence) are considered operational changes and may be changed by the Maintaining Agency to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall make available a copy of the timings to the Department upon request. The Department reserves the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing or phasing, implementation of such modifications will be coordinated with, or made by, the Maintaining Agency. All signal timing and phasing records shall be retained by the Maintaining Agency for at least three (3) years, and will be made available to the Department upon request.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

750-010-22
TRAFFIC
OPERATIONS
04/15
Page 3 of 5

9. The Maintaining Agency shall note in the maintenance log any changes in timings and phasings, and keep a copy of the timings and phasings, and any approval documentation in a file. A copy of the log shall be provided to the Department upon request. Maintaining Agencies may provide this information electronically.
10. The Maintaining Agency and the Department shall update Exhibit A on an annual basis which Exhibit A is attached to and incorporated in this Agreement. Exhibit A will contain all Traffic Signals and Devices on the State Highway System which are within the jurisdiction of the Maintaining Agency, those that are maintained by the Maintaining Agency and those that are maintained but not included for compensation. No changes or modifications may be made to Exhibit A during the Department's fiscal year for compensation. New Traffic Signals and Devices added by the Department during its fiscal year must be maintained and operated by the Maintaining Agency upon the Department's final acceptance as stated in paragraph 2. The Maintaining Agency and the Department shall update Exhibit A preceding each Department's fiscal year, which will include all new Department Traffic Signals and Devices added during the Department's previous fiscal year and delete those removed. Exhibit A will need to be incorporated into this Agreement by an amendment to this Agreement each time Exhibit A is updated. The Maintaining Agency will begin receiving compensation for new Traffic Signals and Devices in the Department's fiscal year after the Traffic Signals and Devices are installed and final acceptance is given by the Department. In the event that no change has been made to the previous year's Exhibit A, a certification from the Maintaining Agency shall be provided to the Department certifying that no change has been made to Exhibit A in the Department's previous fiscal year. The annual compensation will be a lump sum payment (minus any retainage or forfeiture) as set forth in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as set forth in Exhibit B, attached to and incorporated in this Agreement.
11. Payment will be made in accordance with Section 215.422, Florida Statutes.
12. There shall be no reimbursement for travel expenses under this Agreement.
13. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
14. The Maintaining Agency should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
15. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
16. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors or vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.
17. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Maintaining Agency's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
18. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

750-010-22
TRAFFIC
OPERATIONS
04/15
Page 4 of 5

19. The Department's obligation to pay is contingent upon an annual appropriation by the Florida Legislature.
20. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.
21. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
22. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
23. The Maintaining Agency may be subject to inspections of Traffic Signals and Devices by the Department. Such findings will be shared with the Maintaining Agency and will be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department has the option of (a) notifying the Maintaining Agency of the deficiency with a requirement that it be corrected within a specified time, otherwise the Department shall deduct payment for any deficient Traffic Signal(s) and Device(s) maintenance not corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any suspension or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.
24. The Department shall monitor the performance of the Maintaining Agency in the fulfillment of the agreement. The Maintaining Agency shall submit an annual Report prior to June 30 of each year detailing the following:
 - a. Critical Detection device malfunctions: Critical detection is defined as the detection on side-streets and in left turn lanes on the main streets, and all pedestrian/bicycle detection. Repairs to the side-street and main street left turn detections shall be made within sixty (60) days of discovery and repairs to the pedestrian detection shall be made within 72 hours after notification. All these events shall be logged into the annual report. If repairs cannot be performed within 60 days, the agency shall document the reasons why. Discovery of such events shall be logged into the annual report. The Maintaining Agency shall ensure that 90% of all critical detectors systemwide are operating properly at all time. Any time the level drops below 90%, the Agency would have ninety (90) days to correct the situation. A 5% retainage of the total annual compensation amount (as shown in Exhibit A) will be withheld whenever the 90% critical detection requirement is not met within the 90-day period.
 - b. Traffic signal preventative maintenance inspections: All traffic signals shall receive at least one (1) minor preventative maintenance inspection, preferably two inspections, within a twelve (12) month period. Preventative maintenance inspection shall include verification that all detection is working, the signal is cycling properly, the ventilation system is functioning and filters are clean. Basic traffic cabinet maintenance shall also verify power feed voltages, verify that the vehicle and pedestrian indications are functioning properly, test the effective functioning of pedestrian push buttons, and check hinges and door locks. At least one (1) conflict monitor test shall be performed during a twelve (12) month period. Each test is to be documented and included in the annual report to the Department. The inspection report should note the location, date of inspection and any items noted. If the traffic signals do not receive at least one (1) minor preventative maintenance inspection during a twelve (12) month period, there shall be a 20% retainage of the annual compensation amount for the affected signal locations until the preventative maintenance inspection is made. If not performed within the state's fiscal year, the 20% retainage of the annual compensation amount for the affected signal locations will be forfeited.
 - c. For any traffic signals that are interconnected with telecommunications and their real-time operation is electronically monitored via software by personnel at a central location and are therefore receiving the higher compensation amount as described in Exhibit B, the name(s), titles of those monitoring those intersections, and the location of the central monitoring facility(s) are to be documented and contained in the annual report submitted to the Department.
 - d. In addition to the above requirements, if at least 50% of the traffic signals are not inspected and if at least half of the critical detection requirements as stated in 24a are not met, the Department will retain an additional 25% of the remaining compensation amount.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

750-010-22
TRAFFIC
OPERATIONS
04/15
Page 5 of 5

25. The Maintaining Agency may enter into agreements with other parties pertaining to Traffic Signals and Devices including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and devices on the State Highway System, provided that such Agreements are consistent with the mutual covenants contained in this Agreement. The Maintaining Agency shall furnish a copy of such agreements to the Department.
26. This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without consent of the Department.
27. The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 119, Florida Statutes, and made or received by the Maintaining Agency in conjunction with this Agreement. Failure by the Maintaining Agency to grant such public access will be grounds for immediate unilateral cancellation of this Agreement by the Department.
28. This Agreement is governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement does not affect the remaining provisions and portions hereof. Any failure to enforce or election on the part of the Department to not enforce any provision of this Agreement does not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.
29. This term of this Agreement is twenty (20) years; provided that either party may cancel this Agreement prior to the expiration of the term of this Agreement. A minimum notice period of two (2) years plus the remaining months of the Department's fiscal year shall be provided to the other party in writing. Should the Maintaining Agency provide its written notice of cancellation to the Department, the notice shall be endorsed by the elected body (County Commission, City Council, or local agency governing body) under which the Agency operates.
30. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties, except specific separate Agreements covering painted mast arm maintenance or any other aspect related to the painting of mast arms.
31. The Department reserves the right to remove select critical corridors or critical intersections from the Maintaining Agency's obligation under this Agreement. The remaining intersections and corridors would continue to be covered under this Agreement. The Department will provide a minimum of one year notice prior to take-over of maintenance of critical corridors or critical intersections.
32. The Department agrees that the Maintaining Agency must comply with State law regarding appropriations and budgets. This Agreement shall not be interpreted to conflict with State law applicable to the Maintaining Agency.
33. The Maintaining Agency shall:
- utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Maintaining Agency during the term of the contract; and
 - expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
34. Exhibits A, B, and C are attached and incorporated by reference.
35. This Agreement contains all the terms and conditions agreed upon by the parties.

IN WITNESS WHEREOF, the parties have caused these presents to be executed, the day and year first above written.

_____, Florida
(Maintaining Agency)

By

(Authorized Signature)

Print/Type Name: _____

Title: _____

Attest: _____

Attorney: _____ Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By

(Authorized Signature)

Print/Type Name: _____

Title: _____

Legal Review: _____

10

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

Exhibit A										
Compensation for Maintaining Traffic Signals and all other Devices for FY										
Effective Date: from _____ to _____										
Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector	Uninterruptible Power Supplies (UPS)	Compensation Amount (using Unit Rates from Exhibit B)
							Total Lump Sum			
							Amount*			

*Amount paid shall be the Total Lump Sum minus any retainage or forfeiture.

I certify that the above traffic signals will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of \$_____.

Maintaining Agency _____

Date _____

District Traffic Operations Engineer _____

Date _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

750-010-22
 TRAFFIC
 OPERATIONS
 04/15
 Exhibit B Page 1 of 1

**EXHIBIT B
 TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and method by which payments will be made.

2.0 COMPENSATION

For the satisfactory completion of all services detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum (minus any retainage or forfeiture) in Exhibit A. The Maintaining Agency will receive one lump sum payment (minus any retainage or forfeiture) at the end of each fiscal year for satisfactory completion of service.

Beginning in the fiscal year 2016-17, for traffic signals which are not interconnected with telecommunications and are not monitored at a central location, the compensation amount shall be \$3,131. The compensation amount for traffic signals that are interconnected with telecommunications and are monitored at a central location shall be \$4,500 per signal location. These differential compensation amounts shall be in effect beginning July 1, 2016. The Table below shows the compensation amount for the various devices for fiscal years 2015-16 and 2016-17, and beyond.

Total Lump Sum (minus any retainage or forfeiture) Amount for each fiscal year is calculated by adding all of the individual intersection amounts.

Pedestrian Flashing Beacon: includes school zone beacons, pedestrian crossing beacons, and rectangular rapid flashing beacons (RRFB). School zones, crosswalks and warning sign locations shall be paid at a unit rate regardless of the number of individual beacons or poles.

Unit Compensation Rates per Intersection on the State Highway System

FY	Traffic Signal s (TS)	Traffic Signal - Interconnect ed & monitored (IMTS)	Intersecti on Control Beacon (ICB)	Pedestria n Flashing Beacon (PFB)	Emergen cy Fire Dept. Signal (FDS)	Speed Activate d Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warni ng Beaco n (TWB)	Travel Time Detect or	Uninterrupti ble Power Supplies (UPS)
2014-15*	\$ 2,951		\$738	\$295	\$738	\$148	\$148		
2015-16	3,040		760	608	1,064	304	304		
2016-17	3,131	4,500	783	626	1,096	313	313	100	100
2017-18	Based on the Consumer Price Index (CPI), the 2016-17 compensation amounts will be revised upwards.								
2018-19	Based on the CPI, the 2017-18 compensation amounts will be revised upwards.								
2019-20	Based on the CPI, the 2018-19 compensation amounts will be revised upwards.								

*Compensation pro-rata based on intersection approaches or legs on State Highway System.

Based on the Consumer Price Index (CPI), the Unit Rate for the following fiscal year will be adjusted accordingly, unless otherwise specified in an amendment to this Agreement. However, if CPI is negative, there shall be no reduction from the previous year's compensation.

3.0 PAYMENT PROCESSING

The Maintaining Agency shall invoice the Department in a format acceptable to the Department, on an annual basis for the reimbursement costs incurred by the Maintaining Agency for the previous year prior to June 30th of each year . For example, the Maintaining Agency shall submit its invoice for the previous year beginning July 1, 2015 through June 30, 2016 no later than June 30, 2016.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

750-010-22
TRAFFIC
OPERATIONS
04/15
Exhibit C Page 1 of 1

EXHIBIT C

TRAFFIC SIGNAL MAST ARM CHECKLIST

Traffic Signal Mast Arm Checklist

- Foundation, including condition of grout pad if present
- Anchor bolts and nuts
- Base plate
- Base plate connection to vertical member
- Hand hole and hand hole covers and inside of vertical member by removing hand hole covers
- Connections between vertical and horizontal members
- Any member splices
- Attachments
- Member caps

EXHIBIT A**TRAFFIC SIGNAL INTERSECTIONS MAINTAINED AND OPERATED FOR FY 2015-2016****Effective Date: 07/01/2015 06/30/2016****Maintaining Agency: CITY OF PORT ST JOE CONTRACT #:**

Traffic Signal #	Intersection Locations	Compensate (Yes or No)	FDOT FY Unit Rate	Percent of State	Total Amount
001	SR 30 @ SR 71 (FIFTH)	Yes	\$3,040.00	100.00%	\$3,040.00
002	SR 30 @ 1ST ST/MARINA DR	Yes	\$3,040.00	100.00%	\$3,040.00

Grand Total**\$6,080.00**

I certify that the above traffic signals will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement.

For Satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum of: \$6,080.00

Maintaining Agency Date

District Traffic Operations Engineer Date

Printed or Typed Name/Title

Code Enforcement 2015 Activity
As of 4/29/15

	Open	Closed	Total	Increase
Unlawful Accumulation	19	19	38	4
Substandard Structure	10	3	13	
Abandoned Vechicle	4	3	7	
Unlawful Sewer				
Land regulation Violation		1	1	
Business Lic. Violation				
Special Master Hearings				
Building Demolition		1	1	
Waste Violation	23	110	133	13
Sign Violation		29	29	5

Total	56	Total	166	Total	222	Total	22

PUBLIC MEETING OF THE
CITY OF PORT ST. JOE CANVASSING BOARD

The City of Port St. Joe Canvassing Board will meet at 2:00 PM EST on May 12, 2015 at the Supervisor of Elections Office, 401 Long Ave, Port St. Joe, Florida. The Canvassing Board will meet to canvass the absentee ballots for the May 12, 2015 Port St. Joe City Election, to receive queries from the public about absentee ballots, and to canvass all returns as necessary.

Absentee ballots for the May 12, 2015 Port St. Joe City Election received prior to May 12th will be available for public inspection until 2:00 PM EST on May 12th, 2015 at the Gulf County Elections Office, 401 Long Ave, Port St. Joe, Florida. The canvassing board will reconvene at 5:30 PM EST on May 12, 2015 to canvass all absentee ballots received in from 2:00 PM EST till poll closing at 7:00 PM EST.

These meetings are open to the public. All interested parties are encouraged to attend.

John M Hanlon
Gulf County Supervisor of Elections
401 Long Ave
Port St Joe, FL 32456

Please publish on May 7, 2015 in The Star Newspaper as a legal ad.

Please bill to:

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