

**May 19, 2015**

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

**Port St. Joe City Hall  
Commission Chambers  
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 City Hall  
Commission Chambers

Tuesday May 19, 2015

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## Call to Order

## Consent Agenda

### Minutes

- Regular Commission Meeting 5/5/15 Pages 1-3

### PSJRA

- Update

### City Attorney

- Port Authority Update
- Ordinance 514 Overnight Parking- Update Pages 4-6
- Ordinance 515 St. Joe Gas Franchise Fee Agreement
  - 2<sup>nd</sup> Reading & Consideration of Adoption Pages 7-9

## Old Business

- Gulf Pines Hospital Site- Update
- Roof Repair Update
  - Centennial Bldg. Page 10
- Road Bond Money- Update
- Boat Dock Improvement Project- Update
- FWC Boat Ramp Grant (Handout)
- WastePro Amnesty Day- June 13th
- Naming of Dixie Youth Field- Comm. Buzzett
- St. Joe Bay Seagrass Education- Comm. Buzzett Pages 11-12
- Flushing Program

## New Business

- 4<sup>th</sup> of July Fireworks
- Pet Retreat- Debbie Stevens
- Cape Sewer

### Public Works

- Brent Circle Lift Station Bid Award Pages 13
- STAC House Flooring Bid Award (Handout)
- Sand & Grit Removal Program- FRWA Pages 14-20

### Surface Water Plant

- Update

**Waste Water Plant**

- Update

**City Engineer**

- Update

**Code Enforcement**

- Update

**Page 21**

**Police Department**

- Update

**City Clerk**

- Election- Update

**Page 22**

**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, May 5, 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 McCroan, to approve the Minutes of the April 21, 2015, Regular Meeting and the Workshop of April 27, 2015. All in favor; Motion carried 5-0.

Captain Chris Buchanan of the Gulf County Sheriff's Department extended an invitation to the Commissioners and those present to attend the 2015 Law Enforcement Memorial Service at the Gulf County Courthouse on Wednesday, May 13, 2015, at 10:00 A.M. This service is to honor and commemorate the law enforcement officers who lost their lives in the line of duty in Florida during 2014.

**Port St. Joe Redevelopment Association (PSJRA)**

Ms. Alsobrook was not present and PSJRA Chairman, Rex Buzzett, shared that the playground equipment for the Washington Complex will arrive on May 13, 2015. He also noted that the City has been deemed eligible for a \$200,000 USDA RBEG grant to construct the Open Air Information Center at the Billy Joe Rish Parking Lot.

**CITY ATTORNEY – Tom Gibson**

*Port Authority Update* – Mr. Gibson did not have any new information to share with the Commission.

**CITY MANAGER'S REPORT – Jim Anderson**

**Old Business**

*Gulf Pines Hospital Site* – 60 loads of dirt have been hauled to the site; the majority of the work has been completed and sidewalks and driveways are to be removed.

*Dr. Dusty May: Saving the Bay* – Dr. May was not present at the meeting.

*Roof Repairs: Fire Station; Likely Building; Centennial Building*

The *Fire Station* roof has been repaired and City staff is not aware of any leaks.

The *Likely Building* roof has been repaired and City staff is not aware of any leaks. Mr. Anderson noted that the floors and ceiling of the building need improvements.

*Centennial Building* – Mr. Wilson has not visited the Centennial Building since the Workshop on April 27, 2015. Commissioner Buzzett contacted Mr. Wilson today and he is to be here this week.

Discussion was held concerning the Warranty of the roof and Mr. Gibson advised that the manufacturer has met all the requirements of the Warranty as unauthorized work was done on the roof and not reported in a timely manner. He will request that a representative of the manufacturer make a site visit.

*Road Bond Money* – The County has created an Ordinance to move forward with the bonding and will get with the City when the particulars are known.



*Boat Dock Improvement Project* – The middle section was taken out today and the contractor anticipates having it back together soon.

FWC has requested an updated plan for revisions to the grant request. Mr. Anderson will have a draft for the Commission to review by the next meeting.

*WastePro Amnesty Days* – Tentatively, the first Saturday in June has been established for an Amnesty Day at the Landfill.

Commissioner Patterson noted that the lids are off of the dumpsters at the nursing home and the facility may be sited by the state for the lack of lids. WastePro will be contacted about this issue.

Commissioner Patterson asked if tree limbs that have been cut could be hauled to the future ball field site for storage until picked up. Mr. Anderson will talk with County Administrator Don Butler concerning this. He also noted that the landfill is not user friendly and is creating problems for citizens.

### **New Business**

*CATF Membership, Bruce Ballister* – Mr. Ballister noted that the membership rule change requires 51% of the membership be Low to Moderate income and several of the current committee do not qualify. Committee Member Charles Givens will be relocating and William Chafin will not be returning to the Committee. A Motion was made by Commissioner Thursbay, second by Commissioner Buzzett, to add Letha Mathews and Carla Riley to the Committee. All in Favor; Motion carried 5-0.

*FDOT Traffic Signal Maintenance Agreement* – A Motion was made by Commissioner Thursbay, second by Commissioner McCroan, to enter into the FDOT Agreement in the amount of \$6,080. All in Favor; Motion carried 5-0.

*Stormwater and Sewer Repairs* – Work continues on filling holes created by repairs.

*Naming of Dixie Youth Field, Commissioner Buzzett* – A discussion was held concerning the naming of the AAA Field in honor of Daryl Strickland. Commissioner Buzzett requested that this remain on the Agenda for the next meeting.

*Child Safety / Speed Bumps, Commissioner Patterson* – Commissioner Patterson expressed his concerns over child safety at the ball fields and the possibility of adding speed bumps to several streets in the neighborhoods. Chief Herring will look into these issues.

Mr. Anderson noted that system wide flushing for the City will begin on May 18, 2015, and will last from four to six weeks. He cautioned that there could be some slight discoloration but it should clear up quickly.

**Public Works** – John Grantland was not at the meeting and Mr. Anderson did not have anything to report for him.

**Surface Water Plant** – Larry McClamma did not have any updates for the Commission.

**Wastewater Plant** – Lynn Todd shared that modifications will be made to the 12" pipe on Thursday to improve the drainage of the lagoon.

**City Engineer** – Clay Smallwood, III, did not have anything to report.

Mr. Anderson shared that surveying is being done in the business district by Preble Rish for Engineering of the Sewer and Water Infrastructure in that area as part of the DEO Grant.

### **Code Enforcement**

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

Commissioner Patterson expressed his concerns about citizens not being contacted before a citation for trash is issued.

## **Police Department – Chief Herring**

Chief Herring did not have any updates for the Commission but noted that Officer Hernandez would be on bike patrol several days a week.

## **City Clerk – Charlotte Pierce**

*Canvassing Board* – Mrs. Pierce shared that she had received a phone call from Gulf County Supervisor of Elections John Hanlon concerning the upcoming election and members to serve on the Canvassing Board. Commissioner McCroan recused himself from the possibility of serving as his brother works in the Supervisor of Elections Office. After discussion, a Motion was made by Commissioner Patterson, second by Commissioner McCroan, for City Manager Jim Anderson and Mrs. Pierce to serve with Mr. Hanlon on the Canvassing Board this year. Motion carried 4-1 with Commissioner Thursbay voting no.

Clerk Pierce noted the need for additional family plots at Holly Hill Cemetery. Previously, it was suggested that a section of the Perpetual Care Block be considered for additional plots. Attorney Gibson and City Staff will determine if the area will need to be re-platted before lots are sold.

## **Citizens to be Heard**

Letha Mathews inquired as to what should be done with trash that is not yard debris. The citizen may call for a special pickup and it will be billed on their water bill.

## **Discussion Items by Commissioners**

*Commissioners Thursbay, McCroan nor Buzzett* had anything to discuss.

*Commissioner Patterson* questioned why return envelopes are not included in water bills. Mr. Anderson responded that the current machine is not equipped to include envelopes, we could include them but it would be an additional expense.

He also noted that the residents of 2018 Marvin Avenue have asked if the City would remove several pine trees in the Right-of-Way to their property. He will get with Mr. Grantland this week to look at them.

*Mayor Magidson* shared that he continues to receive requests for Pickle Board Courts and asked that City Staff look into the possibility of providing courts.

A Motion was made by Commissioner McCroan, second by Commissioner Thursbay, to adjourn the Meeting at 6:58 P.M.

Approved this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

\_\_\_\_\_  
Mel C. Magidson, Jr., Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Charlotte M. Pierce, City Clerk

\_\_\_\_\_  
Date



## Ordinance 514

AN ORDINANCE OF THE CITY OF PORT ST. JOE, FLORIDA AMENDING SECTION 3.01 OF THE LAND DEVELOPMENT REGULATIONS OF THE CITY; PROHIBITING THE OVERNIGHT PARKING OF CERTAIN VEHICLES IN DESIGNATED AREAS OF THE CITY; PROVIDING FOR PERMITTING; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Planning and Development Review Board of the City of Port St. Joe (PDRB), pursuant to PDRB responsibilities pursuant to Section 2.11(f) of the Land Development Regulations (LDRs) and after consideration of information presented at advertised public hearing has determined that public health, safety and esthetic concerns justify the regulation of parking of certain vehicle in designated areas for the City, and

WHEREAS, the PDRB has made recommendation to the City Commission to enact certain changes to the LDRs to enact parking regulations described herein, and

WHEREAS, the City Commission has held public hearings as required by statute and determined, based on PDRB recommendations and information submitted at City Commission hearings that parking regulations set forth herein are a reasonable and least restrictive manner in which to address the concerns raised by the PDRB, and

WHEREAS, the City Commission also finds that the areas designated herein are all located within Tourism Corridors which justifies heightened parking restrictions to insure the availability of parking and to promote order and attractiveness within the tourist Corridor,

NOW, THEREFORE, be it enacted by the people of the City of Port St. Joe, Florida as follows:

1. Section 3.01 of the Land Development Regulations of the city of Port St. Joe, Florida is hereby amended by the addition of Paragraph (7) which reads as follows:

(7) Except as hereinafter provided:

- (a) No recreational vehicle, camper, boat, jet ski, trailer of any type or any similar item of personal property (collectively "Property"), whether or not it is properly registered with the State of Florida, shall be parked or stored overnight within the area of the City designated in Exhibit A, attached hereto and made a part hereof unless it is stored completely within a building so that it is not visible from a public street or alley.

- (b) Upon application to the City by the owner of any such Property, made on forms provided by City staff and accompanied by a fee (if any) set by resolution of the City Commission, the City Manager shall have the authority to issue a permit for parking described above for a term of no more than seventy-two (72) hours.
- (c) Penalties for violation of this ordinance shall be as set forth in Section 1-15 or Chapter 2, Article IV, Code of Ordinances City of Port St. Joe.

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

3. 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 be effective 60 days after its adoption by the City Commission.

DULY PASSED AND ADOPTED by the Board of City Commissioners of Port St. Joe, Florida this \_\_\_\_ day of \_\_\_\_\_, 2015.

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:



Exhibit A

That portion of the City of Port St. Joe, Florida bounded on the north by 1<sup>st</sup> Street, bounded on the east by Long Avenue, bounded on the south by Cecil G. Costin Boulevard and bounded on the west by U.S. Highway 98.

# Costin and Costin

ATTORNEYS AT LAW  
413 WILLIAMS AVENUE  
PORT ST. JOE, FLORIDA 32456  
TELEPHONE (850) 227-1159  
FAX: (850) 229-6957

**Charles A. Costin**

Cecil G. Costin, Jr.  
(1923 - 1990)

Mailing Address:  
Post Office Box 98  
Port St. Joe, FL 32457-0098

April 16, 2015

City of Port St. Joe  
Jim Anderson, City Manager  
P.O. Box 278  
Port St. Joe, FL 32456

RE: Franchise Fee Agreement.

Dear Jim:

Enclosed is a draft of the proposed Franchise agreement we are presenting for the Commissions review. As you will note the terms of the agreement as well as the fee remains unchanged.

I did receive input from members of the public regarding incorrect information they received from a commissioner. That commissioner believes the City is giving St. Joe Natural Gas, Inc an exclusive franchise to operate its natural gas facility within the city limits. Without discussing the legality of such an exclusive franchise agreement, I would submit that neither the previous franchise agreement in place for the past 30 years, or the enclosed proposed ordinance would grant St. Joe Natural Gas Company, Inc. an exclusive franchise.

~~One~~ One other important note is the tariff we have with the Public Service Commission would ~~merely pass~~ such fee on to the customer. In essence, it would operate as a tax on the constituents of the City.

Please provide a draft of the agreement to each commissioner so that they will be informed.

Regards,

  
Charles A. Costin

ORDINANCE NO. 515

AN ORDINANCE GRANTING A THIRTY-YEAR FRANCHISE TO ST. JOE NATURAL GAS COMPANY, INC., ITS SUCCESSORS AND ASSIGNS TO CONSTRUCT, ERECT, INSTALL, REPAIR, EXTEND, MAINTAIN AND OPERATE A GAS WORKS SYSTEM OR A SYSTEM OF PIPES FOR THE DISTRIBUTION AND SALE OF GAS TO THE PUBLIC FOR THIRTY YEARS; AND IN THIS RESPECT TO USE THE STREETS ALLEYS, PARKWAYS AND PUBLIC GROUNDS, GRASS PLOTS, BRIDGES AND VIADUCTS OF THE CITY OF PORT ST. JOE, FLORIDA, FOR THE PURPOSE OF LAYING, REPAIRING, EXTENDING AND MAINTAINING GAS MAINS AND LATERALS IN SAID CITY IN CONNECTION WITH ITS SAID BUSINESS, SETTING FORTH THE CONDITIONS AND LIMITATIONS ACCOMPANYING THE GRANT OF FRANCHISE; SETTING FORTH THE REQUIREMENT OF AN PUBLIC HEARING, PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR FRANCHISE FEES; PROVIDING FOR A FORFEITURE IN THE EVENT OF VIOLATION OF SAID GRANT, AND REPEALING ALL ORDINANCES IN CONFLICT HEREWITH.

SECTION 1. For a period of Thirty Years from May \_\_, 2015, the City of Port St. Joe, Florida (herein sometimes referred to as Grantor) does hereby give and grant to St. Joe Natural Gas Company, Inc., its successors and assigns (Herein called Grantee) the right, privilege, and franchise to construct, operate and maintain in the said City of Port St. Joe, all gas distribution facilities requires by the Grantee for the purpose of supplying gas to Grantor, its inhabitants and the places of business located within Grantor's boundaries.

SECTION 2. That with respect to the right, privilege, and franchise granted to Grantee in Section 1 above, said Grantee shall have for a period of Thirty (30) years the right, privilege, franchise, power and authority to use the streets, avenues, alleys, easements, wharves, bridges, public thoroughfares, public grounds, and/or other public places of Grantor as they now exist or may hereafter be constructed, opened laid out or extended beyond the present geographical boundary lines of Grantor.

SECTION 3. The rates to be charged by the Grantee for gas service rendered under this franchise shall be the Grantees standard Public Tarriffs now in effect or as subsequently approved by the Florida Public Service Commission or such other state agency as may have proper jurisdiction under the general laws of the State of Florida.

SECTION 4. The franchise fee to be charged on the effective date of this franchise shall be that fee which will yield to Grantor approximately the same revenue as produced in the prior fiscal year. Under this franchise, there shall be a maximum franchise fee limit of 6% of the commercial and residential revenue less any taxes, licenses or other impositions imposed by City on Grantee.

Any increase above the fee collected during the first year of this franchise, shall be effective



only following a public hearing advertised in a newspaper of local circulation at least 10 days before the hearing, and the adoption of a resolution or ordinance following the public hearing.

The effective date for such fee change, subject to the limitations herein, shall not be earlier than 60 days after written notice to Grantee by Grantor.

SECTION 5. The Grantor shall in no way be liable or responsible for any accident or damage that may occur in the construction, operation, or maintenance by Grantee of its facilities hereunder, and the acceptance of this ordinance shall be deemed an agreement on the part of the Grantee to indemnify Grantor and hold it harmless against any and all liability, loss, costs, damage or expense which may accrue to Grantor by reason of the neglect, default or misconduct of grantee in the construction, operation or maintenance of its facilities hereunder.

SECTION 6. In the event of annexation of any territory to the present corporate limits of Grantor, any and all portions of the gas system of Grantee located in said annexed territory shall be subject to all of the terms and conditions of this grant as though it were an extension made hereunder.

SECTION 7. That the Grantee agrees to make sure extensions to its facilities from time to time as may be required by one or more customers, or prospective customers. Such extensions shall only be required if they are consistent with good business practice and the extension policies of the Grantee in effect at the time service is required. Failure of Grantee to serve Grantor and its inhabitants as provided for herein may result in a forfeiture of this grant but only after reasonable time to correct such deficiency.

SECTION 8. That all ordinances and parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 9. That this ordinance shall become effective upon the same being legally passed and adopted by the City Commission of the City of Port St. Joe, Florida as is provided in said charter.

INTRODUCED at a regular meeting of the City Commission held on the \_\_\_\_ day of April, 2015, and passed and adopted by the City Commission of the City of Port St. Joe, Florida on this \_\_\_\_ day of April, 2015.

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City Auditor/Clerk, Jim Anderson

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Mayor Mel Magidson





# The City of Port St. Joe

May 6, 2015

Bitec, Inc.  
Attn: Mr. E. Myles Adams  
P. O. Box 497  
Morrilton, AR 72110

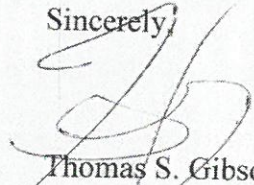
Re: City of Port St. Joe, Florida – Roofing Warranty

Dear Mr. Adams:

Thank you for your letter of December 19, 2014 concerning our roof issues. I am fairly familiar with the history. Since your letter we have been trying to work with Mr. Wilson on these issues without much success. You indicated in your letter that you could have one of your representatives look at the roof and maybe he could give us some advice on how to proceed. I can make arrangements with public works to get you on the roof at your convenience.

Please let me know when we might schedule this and call me if you have any questions.

Sincerely,



Thomas S. Gibson  
City Attorney

TSG/pwr

Cc: Mr. James A. Anderson, City Manager

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**Zimbra****janderson@psj.fl.gov**

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**Fwd: Sign prices**

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**From :** John Grantland  
<jgrantland@psj.fl.gov>

Fri, May 15, 2015 01:43 PM

**Subject :** Fwd: Sign prices

**To :** janderson@psj.fl.gov

*Sent from my Verizon Wireless 4G LTE DROID*

----- Original Message -----

Subject: FW: Sign prices

From: Dusty May <fdmay@msn.com>

To: jgrantland@psj.fl.gov

CC:

---

From: ramseysprinting@fairpoint.net

To: fdmay@msn.com

Subject: Sign prices

Date: Tue, 12 May 2015 20:28:05 -0400

Dusty,

11



The sign I sent you earlier was 90" wide x 48" high.  
Printed full color, with protective overlamine.

Qty 4 - \$275 each

If you get less than 4, the price would be \$299 each.

5.5x8.5 Postcards, 1 sided, full color

1000 - \$199

2500 - \$299

Let me know if you wish to proceed.

Shirley Ramsey

***Graphics Dept.***

**Ramseys' Printing**

**209 Reid Ave.**

**Port St. Joe. FL 32456**

**850-227-7468**

**850-227-7768 fax**

**[ramseysprinting@fairpoint.net](mailto:ramseysprinting@fairpoint.net)**

**CITY OF PORT ST. JOE**

RFP #2015-03  
Brent Circle Lift Station Improvements

May 8, 2015  
3:05 P.M.

**BID TABULATION SHEET FOR BIDS RECEIVED  
BY THE CITY OF PORT ST. JOE**

	<b>BIDDER</b>	<b>TOTAL BASE BID</b>
1.	<i>Pump &amp; Process Equipment, Inc.</i>	<i>\$22,287.00</i>
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21.		

# FLORIDA RURAL WATER ASSOCIATION

2970 WELLINGTON CIRCLE • TALLAHASSEE, FL 32309-7813  
(850) 668-2746

## BOARD of DIRECTORS

WILLIAM G. GRUBBS  
Tallahassee  
President

TOM JACKSON  
Punta Gorda  
Vice President

BRUCE MORRISON  
Destin  
Secretary/Treasurer

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National Director

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Monticello

SCOTT KELLY  
West Palm Beach

PAUL BRAYTON  
Harbour Heights

EXECUTIVE  
DIRECTOR

GARY WILLIAMS  
Tallahassee



EMAIL  
[frwa@frwa.net](mailto:frwa@frwa.net)

WEBSITE  
[www.frwa.net](http://www.frwa.net)

March 4, 2015

Mr. John Grantland, Public Works Director  
P.O. Box 278  
Port St. Joe, FL 32457

Subject: Sand and Grit Removal at your WWTP

Dear Mr. Grantland:

We have a program that will improve your wastewater system. The program will restore capacity, improve wastewater treatment, reduce operating costs, and through a 50% grant save you a lot of money paying for the service. In 2014, the Florida Legislature appropriated \$500,000 to Florida Department of Environmental Protection (DEP) for use in sand and grit removal from wastewater treatment plants that must remain in operation to avoid the discharge of untreated wastewater. These funds are to be distributed on a first come, first serve basis and will require a local match of fifty percent.

The funding is specifically designated for publically owned utilities in rural counties. As part of this process, the Florida Rural Water Association (FRWA) is to coordinate with DEP in the selection and administration of the projects. Because funds are limited and are first come, first serve, FRWA circuit riders have been contacting all systems in the approved designated counties to get the word out. They met with you to determine if your system had a problem with sand and grit and to see if you would qualify for up to a fifty percent grant.

In conducting an evaluation of your system the results show that your system would benefit from this grant. Your system shows a reduced capacity of 25% for the lift station to your wastewater treatment plant. You have an average of 3.5 feet of sand and grit in your lift station.

You might ask yourself, why should I do anything? Well at some point your tanks are going to have to be cleaned. This can be an expensive endeavor. This is an opportunity for you to get a fifty percent grant to do work that needs to be done. Your system capacity has been reduced, the blowers in your tanks are working overtime and using energy (which means higher costs), and your

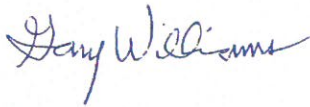


system will notice better test results for BOD, TSS and Nitrates, which means a higher quality effluent.

I have attached the agreement that would need to be executed, the scope of services, the evaluation checklist for your system and the DEP approval for you to receive the grant. I would encourage you to seriously consider this proposal. It will improve your system performance and you will get grant money to assist you. Keep in mind, when the money is gone so is this opportunity.

FRWA's goal is to assist our friends in any way we can. If you would like to proceed with the program or discuss it further please contact Bob Holmden or myself at (850) 668-2746.

Warm regards,



Gary Williams  
Executive Director.  
Florida Rural Water Association

Attachments:

1. Contract agreement to be executed
2. Attachment A: Scope of Services
3. Attachment B: Evaluation checklist
4. DEP approval for project

## SAND AND GRIT CONTRACT

THIS CONTRACT is entered into between POLSTON APPLIED TECHNOLOGIES, LLC, whose address is 1990 Main Street, Suite 750, Sarasota, Florida 34236 (hereinafter referred to as the "Vendor" or "Contractor") and the City of Port St. Joe, Public Works Department, whose address is P.O. Box 278, Port St. Joe, Florida 32457 (hereinafter referred to as the "System"), and FLORIDA RURAL WATER ASSOCIATION, whose address is 2970 Wellington Circle, Tallahassee, Florida 32309-7813 (hereinafter referred to as the "FRWA"), to provide Sand and Grit removal services to facilities located in Port St. Joe, Florida.

In consideration of the mutual benefits to be derived here from, the PARTIES OF THIS CONTRACT do hereby agree as follows:

1. The System does hereby retain the Vendor to provide sand and grit removal services to properties located in Port St. Joe, Florida as defined herein and in accordance with Attachment A, attached hereto and made a part hereof. The Vendor does hereby agree to perform such services upon the terms and conditions set forth in this Contract and all attachments and exhibits named herein which are attached hereto and incorporated by reference.
2. The Vendor shall perform the services in a proper and satisfactory manner as reasonably determined by the FRWA. Any and all equipment, products, or materials necessary to perform these services or requirements as further stated herein, shall be supplied by the Vendor. System shall cooperate with Vendor to allow Vendor reasonable access and other accommodations as may be reasonably necessary for the timely and efficient performance of the services. Each of the parties represents and warrants to other parties that it has the requisite legal power and authority to enter into and perform the terms hereof and that this agreement is enforceable in accordance with the terms hereof.
3. This Contract shall begin upon execution by all parties and remain in effect for a period of one hundred twenty (120) days. The Contractor shall not be eligible for reimbursement for services rendered prior to the execution date of this Contract.
  - A. As consideration for the services rendered by the Vendor under the terms of this Contract, the System and the FRWA shall pay the Vendor on a fixed price basis, as described in Attachment A & B. It is understood and agreed that the System and the FRWA will each be responsible for 50% of the Sand and Grit removal costs and for 50% of the lime costs. Any costs incurred by the System for repair or replacement of the manifold and its components and for hauling and disposal will be the sole responsibility of the System. It is understood and agreed that the Vendor shall not commence work on any services that are not part of this agreement.
  - B. The Vendor shall submit costs for the Sand and Grit removal and any hauling and disposal costs to FRWA upon completion of the project. Upon review and approval of such costs by FRWA (which approval shall not be unreasonably withheld or delayed) the Vendor will submit final invoices to the System and FRWA at the address identified in Attachment A & B. All bills for amounts due under this Contract shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

- C. The System payment shall be due within 30 days of invoice from Vendor and late payments shall bear interest at 10% per annum. Payment of interest without payment in full of all amounts owed shall not cure any default.
  - D. The Vendor shall submit to FRWA invoices for all completed projects by the 22<sup>nd</sup> of each month. The FRWA payment is due within 30 days of this date. Late payments shall bear interest at 10% per annum. Payment of interest without payment in full of all amounts owed shall not cure any default.
4. The System may terminate this Contract at any time in the event of the failure of the Vendor to fulfill any of its obligations under this Contract. Prior to termination, the System shall provide (10) calendar days written notice of its intent to terminate and shall provide the Vendor an opportunity to consult with the System regarding the reason(s) for termination and an opportunity to cure deficiencies prior to termination.
- A. The parties hereto may terminate this Contract for convenience as evidenced by formal written amendment signed by all parties, which clearly describes the basis for the termination.
  - B. Notice shall be sufficient if delivered personally or by certified mail to the address set forth in paragraph 5.
5. Any and all notices shall be delivered to the parties at the following addresses:
- A. Vendor Address: Polston Applied Technologies  
1990 Main Street, Suite 750  
Sarasota, FL 34236
  - B. FRWA Address: Florida Rural Water Association  
2970 Wellington Circle  
Tallahassee, FL 32309-7813
  - C. System Address: City of Port St. Joe, Public Works Department  
P.O. Box 278  
Port St. Joe, FL 32457
6. The FRWA's Contract Manager is Gary Williams, phone (850) 668-2746. The Vendor's Contract Manager is Richard Smith, phone (941) 444-1440 and the System's Contract Manager is John Grantland, Public Works Director, phone (850) 229-8247. All matters shall be directed to the Contract Managers for appropriate action or disposition.
7. This Contract represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Contract, unless otherwise provided herein.



IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed, the day and year last written below.

CITY OF PORT ST. JOE

POLSTON APPLIED TECHNOLOGIES, LLC

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: Denver J. Stutler, Jr., Manager

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

FLORIDA RURAL WATER ASSOCIATION

BY: \_\_\_\_\_

TITLE: Gary Williams, Executive Director

DATE: \_\_\_\_\_

List of attachments/exhibits included as part of this Contract:

Attachment A: Scope of Services (2 pages)

Attachment B: FRWA Sand and Grit Checklist for City of Port St. Joe (4 pages)

## ATTACHMENT A

### SCOPE OF SERVICES

The objective of this project is to provide sand and grit removal services for City of Port St. Joe, Florida from the Wet Well located at First Street in Port St. Joe. See attached checklist.

#### SCOPE OF WORK

The Vendor shall provide all labor, equipment, and material for removal of Sand and Grit from the facilities identified in this Attachment of the contract. This shall include the following:

- Work must be performed to allow system to remain in operation during the sand and grit removal process.
- The Vendor will, assuming conditions allow, hoist and secure the manifold out of the basins to allow inspection and repair of the diffusers by the System and then lift back into the basin at no charge to the System.
- The Vendor will provide the tonnage of Sand and Grit removed to FRWA.
- The Vendor will estimate the hauling and disposal costs as part of this contract. Actual costs will be used in the final determination of payment.
- The Vendor will submit final cost to FRWA for review and approval prior to invoicing the System upon completion of all work. Invoices for hauling and disposal will be included in the documentation.

The System shall provide all labor, equipment, and material for inspection, repair/replacement of manifold and its components, shall provide sampling results, shall assist FRWA with documentation of the project and is responsible for material disposal costs. This shall include the following:

- The System will repair and replace any broken or malfunctioning diffuser heads after the manifold is pulled from the tank. This will require having needed diffusers on-hand at the time of cleaning. The System will be responsible for all costs associated with the manifold repair.
- The System will submit their cost for repair of the manifold and its diffuser and will provide a detailed description of the work performed.
- The System will provide sample results for both pre and post Sand and Grit removal for BOD, TSS and Nitrates.
- The System will assist in collecting information to document regulatory cost savings, energy cost savings, and capacity capital cost savings.
- The System will be responsible for all costs associated with the hauling and disposal. There is no additional hauling cost if sand and grit is disposed of onsite.
- The System will be responsible for meeting all regulatory requirements for onsite disposal. The costs associated with lime addition shall be shared fifty percent (50%) by the System and fifty percent (50%) by FRWA.

The FRWA shall provide all labor necessary for inspection of facilities and review of the project upon completion. This shall include the following:

- Upfront evaluation to demonstrate a good project for the System, the Vendor and the State.
- The FRWA will inspect project upon completion and certify to the Florida Department of Environmental Protection that the work has satisfactorily been completed.
- The FRWA will review all final costs prior to invoicing by the Vendor.

## FINANCIAL CONSEQUENCES

No payment shall be made for unsatisfactory work or work not performed in compliance with this agreement.

## PROJECT DESCRIPTION

The vendor shall remove sand and grit from the facilities identified in Attachment A. Facilities include the Port St. Joe Wet Well located at First Street.

## COST DETAILS

The total estimated cost for the removal of sand and grit for this project is \$49,980.50 for offsite disposal, the total estimated cost for onsite disposal is \$44,144.00. The cost of the lime for the onsite option will be shared 50% by the System and 50% by FRWA. Table I shows a breakdown of the cost of services to be provided.

**TABLE I: Sand and Grit Removal Cost**

DESCRIPTION	SYSTEM COSTS	FRWA COSTS	Vendor Initial	System Initial	FRWA Initial
Sand and Grit Removal 3.52 days @ \$12,500 per day	\$22,000.00	\$22,000.00			
Pulling/Securing Manifold	No cost	N/A			
On-site lime treatment (estimated) 12 – 50# bags @\$12.00/bag	\$72.00	\$72.00			
Total Cost On-Site Disposal	\$22,072.00	\$22,072.00			
Transportation (estimated) 746 Miles @ \$1.50 per mile	\$1,119.00	\$0.00			
Offsite disposal Class 1 Landfill (estimated) Springhill Landfill. – 71 tons	\$4,861.50	\$0.00			
Total Cost Off-Site Disposal	\$27,980.50	\$22,000.00			
Notes:					
1. Sand and Grit Removal Costs and lime cost are invoiced at 50% to SYSTEM and 50% to FRWA					
2. Final lime or hauling and disposal costs will be invoiced based on actual costs.					
3. On-site disposal will require 12 -50# bags of lime. (1,280 cubic feet @50# bag/133cf) plus 20%.					

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**Code Enforcement 2015 Activity**  
**As of 5/15/15**

	Open	Closed	Total	Increase
Unlawful Accumulation	20	20	40	2
Substandard Structure	10	3	13	
Abandoned Vehicle	5	3	8	1
Unlawful Sewer				
Land regulation Violation		2	2	1
Business Lic. Violation				
Special Master Hearings				
Building Demolition		1	1	
Waste Violation	17	122	139	6
Sign Violation		36	36	7

Total	52	Total	187	Total	239	Total	17

## City of Port St. Joe 2015 Election Run-off Notice

Notice is hereby given that the City of Port St. Joe's Election Run-off will be held Tuesday, June 9, 2015, in the Fire Station. Polls open at 7:00 A.M., ET, and close 7:00 P.M., ET.

The following office will be up for election, Commissioner Group II. On the ballot will be David A. Ashbrook and Tynalin "Tan" Smiley.

Voters registered prior to May 12, 2015, will be eligible to vote on June 9, 2015.

The last day to request that an Absentee Ballot be mailed is June 3, 2015.

Beginning May 30, 2015 – June 6, 2015, (includes Saturdays of May 30th and June 6th), Early Voting will be held at the Supervisor of Elections office located at 401 Long Avenue from 9:00 A.M., ET to 5:00 P.M., ET. There will be no Sunday voting. Also, Absentee Ballots may be requested now but will be mailed after received from printer.

The City of Port St. Joe

Charlotte M. Pierce  
City Clerk

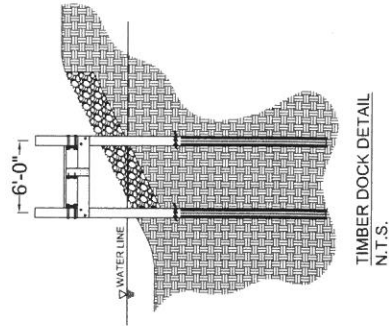
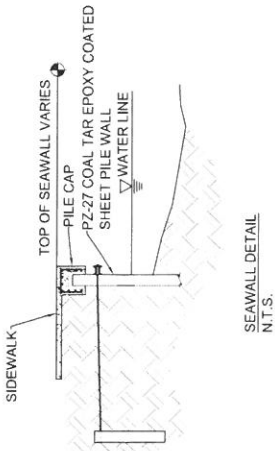
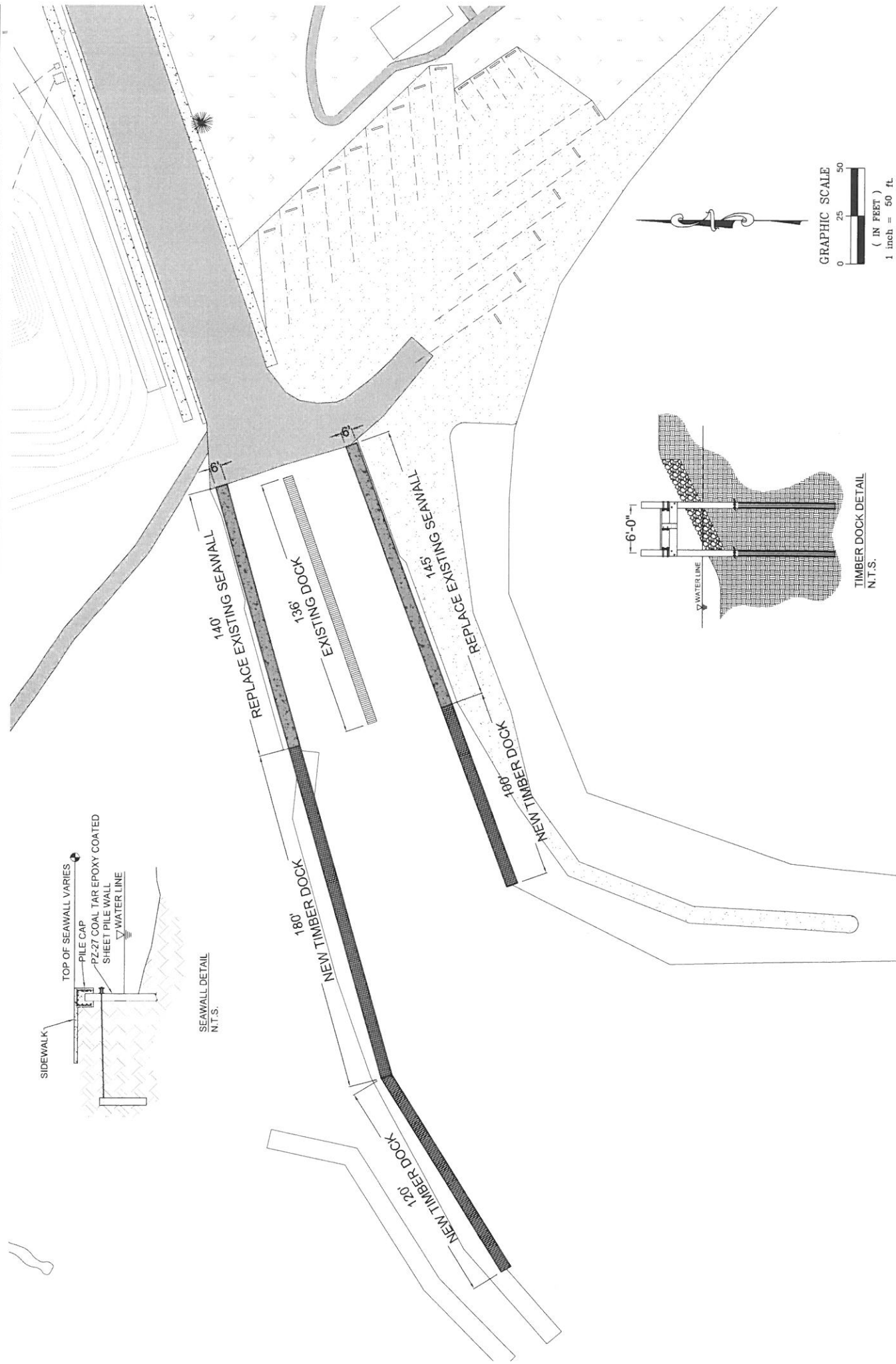
Publish two times:      Please run as a Display Ad  
May 21 and 28, 2015  
Furnish proof of publication and bill the City  
POB 278, Port St. Joe, FL 32457

**FRANK PATE PARK BOAT RAMP IMPROVEMENTS**  
**ESTIMATE OF PROBABLE CONSTRUCTION COSTS**  
**CITY OF PORT ST. JOE**

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL
<b>GENERAL</b>					
1	MOBILIZATION (5% OF BID MAX)	1	LS	\$28,450.00	\$28,450.00
2	BONDS AND INSURANCE (2% OF BID MAX)	1	LS	\$11,380.00	\$11,380.00
3	CONSTRUCTION LAYOUT	1	LS	\$1,500.00	\$1,500.00
				<b>SUBTOTAL</b>	<b>\$41,330.00</b>
<b>ROAD CONSTRUCTION</b>					
4	CLEAR AND GRUB INCLUDING DEMOLITION	1	LS	\$20,000.00	\$20,000.00
5	TIMBER DOCK INCLUDING PILES, DECKING, ETC.	2,400	SF	\$65.00	\$156,000.00
6	PZ-27 EPOXY COATED SHEET PILE WALL WITH CONCRETE PILE CAP AND DEADMAN	285	LF	\$1,300.00	\$370,500.00
7	BUMPERS	90	EA	\$100.00	\$9,000.00
8	CONCRETE SIDEWALK	190	SY	\$35.00	\$6,650.00
9	TURBIDITY CURTAIN	685	LF	\$10.00	\$6,850.00
				<b>SUBTOTAL</b>	<b>\$569,000.00</b>
<b>TOTAL ESTIMATED CONSTRUCTION COST</b>					<b>\$610,330.00</b>
ENGINEERING AND CEI @ 10%					<b>\$61,033.00</b>
CONTINGENCIES @ 10%					<b>\$61,033.00</b>
<b>FRANK PATE PARK BOAT RAMP IMPROVEMENTS TOTAL ESTIMATE</b>					<b>\$732,396.00</b>

*Handout*





NOTES: REVISIONS: NO PART OF THIS DOCUMENT MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM WITHOUT WRITTEN AUTHORIZATION OF PREBLE-RISH, INC.

RE-00273

**PREBLE-RISH INC.**  
 CONSULTING ENGINEERS AND SURVEYORS  
 CIVIL • SURVEYING • SITE PLANNING  
 200 ANDERSON PARKWAY  
 PORT ST. LOUIS, MISSOURI 63108  
 (850) 277-7700

5005 SECURE HWY 200, SUITE 127  
 PORT ST. LOUIS, MISSOURI 63108  
 (850) 231-3902

FRANK PATE PARK BOAT RAMP IMPROVEMENTS (OPTION 1)  
 CITY OF PORT ST. JOE  
 GULF COUNTY, FLORIDA

DA  
 SC  
 DR  
 CR