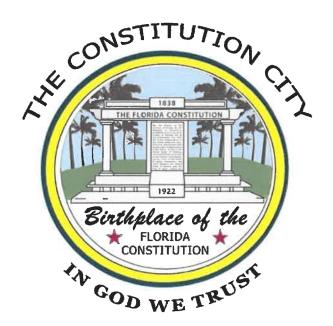
May 19, 2020 Regular Meeting 12:00 Noon

Teleconference as allowed under Executive Order 20-69

App- Zoom

Phone #1-646-876-9923 Meeting ID: 812 6917 0277

Password: 589973



City of Port St. Joe

Rex Buzzett, Mayor-Commissioner Eric Langston, Commissioner, Group I David Ashbrook, Commissioner, Group II Brett Lowry, Commissioner, Group III Scott Hoffman, 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 12:00 Noon

Teleconference as allowed under Executive Order 20-69

App- Zoom

Phone # 1-646-876-9923 Meeting ID: 812 6917 0277

Password: 589973

Tuesday May 19, 2020

Call to Order

Consent Agenda

Minutes

•	Special Meeting 5/1/20	Pages 1
•	Regular Meeting 5/5/20	Pages 2-4

City Attorney

• Trash Transfer Station

Old Business

- Coronavirus (COVID-19) Update
 - o Resolution 2020-02- Currently Still in Place
 - o Summer Recreation Programs
 - o Bldg./Park Rentals
 - o Farmers Market
 - o Baseball/Softball
 - o Lighthouse Tours
 - o Commission Meeting Format
 - o Blues in the Lot-Request for June 20th
 - o Fire Dept.
- Census 2020

New Business

•	4th of July Fireworks Contract	Pages 5-9
•	Surplus Property	Pages 10-14
•	RFP 2020- Garrison Ave. SCOP Grant Bids	Page 15
	 CEI Services Task Order 	Page 16
•	Fire Hydrants- Comm. Langston	<u> </u>

Public Works

• Odor Scrubber Page 17

Surface Water Plant

• Update

Wastewater Plant

• Update

Finance Director

• Update

City Engineer

- Maddox Park Stormwater Pipe Permit
- NRDA Grant- Update
- Walking Path FDOT Grant- Update

Code Enforcement

• Special Magistrate Hearings

Pages 18-29

Police Department

• Update

City Clerk

• Update

Citizens to be Heard Discussion Items by Commissioners Motion to Adjourn

MINUTES OF THE SPECIAL MEETING OF THE BOARD OF CITY COMMISSIONERS FOR THE CITY OF PORT ST. JOE, FLORIDA, HELD AT 2775 GARRISON AVENUE, MAY 1, 2020, at 10:00 A.M.

Teleconference as allowed under Executive Order 20-69; App – ZOOM; Phone 1-646-876-9923, Meeting ID: 835 7966 5261; Password 086007

The following were present: Mayor Buzzett, Commissioners Ashbrook, Hoffman, Langston, and Lowry. City Manager Jim Anderson, City Clerk Charlotte Pierce, City Attorney Clinton McCahill, Police Chief Matt Herring, and Administrative Assistant Brie Scheibe were also present. Commissioner Ashbrook participated by the Zoom app.

CONSENT AGENDA

Attorney McCahill updated the Commission on Governor DeSantis' and the Gulf County Board of County Commission decisions. All county beaches and boat ramps have been opened to everyone.

Coronavirus (COVID-19)

Boat Ramp

After discussion, a Motion was made by Commissioner Lowry, second by Commissioner Ashbrook, to rescind Ordinance 572, and open the Frank Pate Park Boat Ramp to everyone effective immediately. All in favor; Motion carried 5-0. City employees will begin removing signs today and law enforcement personnel will no longer check license for entry to the boat ramp.

Summer Recreation Program, Baseball / Softball Season, City Rental Facilities / Special Events

City Manager Jim Anderson encouraged the Commissioners to think about these events, watch Governor DeSantis' orders, and monitor the situations.

City Hall Lobby

Mr. Anderson recommended a "soft opening" of City Hall Monday to coincide with what is being done in other cities. Consensus of the Commission was that no one would be permitted to enter the offices.

COVID -19 Supplemental

After the sharing of thoughts by Commissioners, a Motion was made by Commissioner Hoffman, second by Commissioner Langston, to approve Option 4. All in favor; Motion carried 5-0. This will provide each full time employee with a \$1,000 stipend and \$500 for each of the 4 part time employees. Mayor Buzzett will write a letter of appreciation thanking the employees for their dedication during the COVID-19 pandemic.

Citizens to be Heard -

There was no citizen participation.	
Neither Mayor Buzzett nor the Commissioners had and additiona	el updates for the Commission.
Mayor Buzzett adjourned the meeting at 10:40 A.M.	
Approved this day of 2020.	
Rex Buzzett, Mayor	Date
Charlotte M. Pierce, City Clerk	Date

MINUTES OF THE REGULAR MEETING OF THE BOARD OF CITY COMMISSIONERS FOR THE CITY OF PORT ST. JOE, FLORIDA, HELD AT 2775 GARRISON AVENUE, MAY 5, 2020, at Noon.

Teleconference as allowed under Executive Order 20-69; App – ZOOM; Phone 1-646-876-9923, Meeting ID: 879 1960 8108; Password 704122

The following were present: Mayor Buzzett, Commissioners Ashbrook, Hoffman, Langston, and Lowry. City Manager Jim Anderson, City Clerk Charlotte Pierce, City Attorney Clinton McCahill, and Administrative Assistant Brie Scheibe were also present.

CONSENT AGENDA

Minutes

A Motion was made by Commissioner Ashbrook, second by Commissioner Lowry, to approve the Minutes of the Regular Meeting on April 21, 2020. All in favor; Motion carried 5-0.

City Attorney -

Ordinance 571, 2019 - 2024 CIP Plan Update; Second Reading and Consideration of Adoption:

A Motion was made by Commissioner Ashbrook, second by Commissioner Lowry, to have the Second Reading of Ordinance 571. All in favor; Motion carried 5-0.

Attorney McCahill read Ordinance 571 by Title only.

A Motion was made by Commissioner Ashbrook, second by Commissioner Lowry, to adopt Ordinance 571. All in favor; Motion carried 5-0.

Trash Transfer Station -

Attorney McCahill shared that of the 4.5 acre parcel, the City owns 3.2 acres and the county owns the other 1.3 acres. Mr. McCahill will reach out to County Attorney, Jeremy Novak, to discuss this and see what can be done to resolve this issue.

Old Business -

Coronavirus (COVID-19) Update - Resolution 2020-02 State of Emergency - Currently still in Place:

No action was taken on this. The Frank Pate Boat Ramp has been opened but all City facilities are closed for rental, including Summer Recreation Programs at this time.

2020 Census – City Manager, Jim Anderson, stated that numbers for Gulf County are still very low and he encouraged everyone to contact the Census and be counted.

New Business -

Buck Griffin Lake Demo -

A Motion was made by Commissioner Ashbrook, second by Commissioner Langston, to have St. Joe Demo & Tree Service, L.L.C., remove the Boardwalk on the North side of Twentieth Street for a price of \$4,000. All in favor; Motion carried 5-0.

A Motion was made by Commissioner Ashbrook, second by Commissioner Lowry, to have St. Joe Demo & Tree Service, L.L.C., Special Exception Request to exceed the Impervious surface coverage ratio by approximately 300 sq. ft. to install a pool and spa. remove the Middle Boardwalk for a price of \$2,500. All in favor; Motion carried 5-0.

Sidewalks on Monument and Constitution - Mayor Buzzett:

Mr. Anderson is to check with our grant writer, the Ferguson Group, to see if there are grants available to have the sidewalks on Monument Avenue repaired. He will be checking with FL DOT to see about funds for Constitution Drive as that is a state roadway.

Commissioner Hoffman asked that a sidewalk issue near the pavilion in Frank Pate Park be looked at.

Boat Dockage Request -

A Motion was made by Commissioner Ashbrook, second by Commissioner Lowry, to allow Brandon Bellew to dock his 28' vessel at Clifford Sims Park. All in favor; Motion carried 5-0.

Mr. Grantland noted that there is only one electrical ped and 1 water line at the site. The availability of space at the dock site is to be revisited to determine if there is any space remaining after this lease.

Public Works - John Grantland

Mr. Grantland shared that work at Jones Homestead has been completed and he is waiting on the final clearance for the main line.

Surface Water Plant - Larry McClamma

Mr. Anderson shared that the plant is working on the aeration of the Ground Storage Tank this week and that the water quality is good.

Wastewater Plant - Kevin Pettis

Shop Wall Removal - Request to Bid:

A Motion was made by Commissioner Lowry, second by Commissioner Hoffman, to advertise for the demolition of the shop wall and for a new door for the space. All in favor; Motion carried 5-0. Insurance money and FEMA funds will cover these expenses.

Finance Director - Mike Lacour

NRCS Chicken House Branch Grant -

A Motion was made by Commissioner Ashbrook, second by Commissioner Hoffman, to submit the grant. There is a 25% match for the \$218,000 grant request. Gulf County has received funds to open up ditches and contact will be made with the county to see if some of those funds could be used for the match.

City Pier - Request to Re-bid:

A Motion was made by Commissioner Hoffman, second by Commissioner Langston, to rebid this project. All in favor; Motion carried 5-0. Bids will be requested in two parts. One bid will be to demo the existing structure and the second will be a combined bid to demo and replace the pier.

Fishing Piers at Clifford Sims Park – Discussion:

John Grantland is to contact Structural Engineer, Jack Husband, for a Task Order to come up with a size for the pier, bid out the piers, and bid out the remaining structures. Mr. Grantland will be checking to see if the same materials can be used at the park as were used for the walking bridge on 17th Street.

A Motion was made by Commissioner Ashbrook, second by Commissioner Langston, to provide a Letter of Support to the Jessie Ball duPont Fund for the Florida Resilient Cities Program. All in favor; Motion carried 5-0.

City Engineer - Clay Smallwood

Mayor Buzzett thanked Mr. Smallwood for his years of service to the City and wished him well in his new job.

City Engineer - Clay Smallwood

Mayor Buzzett thanked Mr. Smallwood for his years of service to the City and wished him well in his new job.

Maddox Park Stormwater Pipe Permit -

Mr. Smallwood shared that the permit has been received from the U. S. Army Corp of Engineers for this project. Commissioner Lowry will talk with the County to see if they will be covering the ditch by the TDC.

NRDA Grant Update -

A response has been received from the Northwest Florida Water Management District on the provided renderings. City Staff is working on a response to their comments.

Code Enforcement -

Mr. Anderson shared that action will need to be taken on the ongoing violations. He encouraged the Commission to be thinking about how they would like to proceed.

Police Department - Chief Herring

Chief Herring noted that the updates to their remodeling of the Police Department have been received. He and Mr. Grantland will work on an RFP for a General Contractor.

City Clerk - Charlotte Pierce

Clerk Pierce did not have anything to update the Commission on.

Citizens to be Heard – There was no participation from citizens.

Discussion Items by Commissioners -

Commissioner Ashbrook asked that bids be received to clean up the Maddox Park area.

Commissioner Hoffman would like to see the anchor from Maddox Park be moved to the Lighthouse area for preservation purposes. The anchor is on loan from the state and Clerk Pierce will check to see if this is allowable.

He also requested that the barriers in front of Hungry Howie's be repaired and relocated so that semitrucks making the turn there will have enough room for their turn on to Highway 98.

Commissioner Hoffman also suggested that all out of county residents should have to pay per launch at the Frank Pate Boat ramp rather than have decals for that.

Neither Commissioner Lowry nor Commissioner Langston had any updates for the Commission.

Mayor Buzzett encouraged everyone to stay safe and practice social distancing.

Motion to Adjourn -

A	Motion	was	made by	Commissioner	Hoffman,	second by	Commissioner	Langston,	to adjourn	the meeting
	t 1:50 P.							_	•	Ū

Approved this day of	2020.	
Rex Buzzett, Mayor		Date
Charlotte M. Pierce, City Clerk	4	Date



Contract Agreement

This Agreement made this 30th day of April, 2020, by and between PYRO SHOWS, Inc., a Tennessee Corporation, whose address is 115 N. 1st Street, LaFollette, Tennessee, 37766, and hereinafter referred to as "PYRO SHOWS" and City of Port St. Joe with its principle place of business located at 305 Cecil G. Costin Sr. Blvd, Port St. Joe, in the State of Florida, hereinafter referred to as "Customer".

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

- I. **FIREWORKS DISPLAY**: PYRO SHOWS agrees to furnish to Customer a fireworks display, hereinafter referred to as "Show", pursuant to the project/sales order #20 FL 07-04-C-15000-000297 dated this 30th day of April, 2020. The Show will be given on the 4th day of July, 2020. Rain date/postponement date: TBD day of
- II. TARIFF PROVISION: Because our pyrotechnics are products which are primarily imported into the U.S., PYRO SHOWS is legally responsible for payment of any applicable tariffs (a border tax imposed on the buyer) for pyrotechnics. From the date of execution of the contract herein, in the event of additional cost due to increased price of product as imposed by manufacturer and/or tariffs levied for imported products. Available options are as follows: Customer may opt to increase their budget to absorb tariff OR Customer may maintain the current budget of their show with a corresponding reduction in the amount of product included in their show. Should Customer elect to defer, modify, or cancel Show, Customer shall notify Pyro Shows no less than ninety (90) days prior to Show date to cancel or reduce the size of show.
- III. CANCELLATION: PYRO SHOWS shall determine what weather conditions prohibit PYRO SHOWS from proceeding with the Show; in which case, PYRO SHOWS agrees to present the Show on the following day or previously agreed upon postponement date. In addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the show on subsequent occasion to include labor, lodging, per diem, etc.; in no event shall these additional expenses be less than ten percent (10%) of the contracted price of the Show. In the event the Show must be RESCHEDULED to a mutually agreed upon date other that the previously agreed upon rain date, in addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the Show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these expenses be less than thirty percent (30%) of the contracted price of the Show. Should Customer elect to CANCEL the Show for any reason, Customer must provide PYRO SHOWS with a thirty (30) days' written notice by certified mail, return receipt, to PYRO SHOWS' address as set forth above. Customer agrees that PYRO SHOWS shall incur substantial expense in preparation for the Show and, accordingly, agrees to pay PYRO SHOWS fifty (50%) of the total contract price for the show as liquidated damages for cancellation due to the fault of the Customer.
- IV. SECURITY AREA: Customer agrees to furnish sufficient space for PYRO SHOWS to properly conduct the Show as determined by NFPA 1123-2014 (hereinafter "Security Area"). Customer agrees to provide adequate security protection to preclude persons unauthorized by PYRO SHOWS from entering the Security Area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employees of PYRO SHOWS or persons specifically designated in writing by the sponsor or the Authority Having Jurisdiction (AHJ), and submitted and approved, to PYRO SHOWS prior to the event. Any expenses for security or stand-by fire protection shall be the responsibility of the Customer.
- V. **SITE CLEANUP**: PYRO SHOWS shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of all large paper debris, wood, wire, foil, racks, mortars and firing equipment used in the setup for the show. Customer shall be responsible for cleanup of debris located in and around fallout zone.
- VI. INDEMNIFICATION AND HOLD HARMLESS: Customer agrees to hold PYRO SHOWS harmless from any damages caused to Customer which result as a consequence of unauthorized persons entering the Security Area. Furthermore, Customer agrees to defend and indemnify PYRO SHOWS from any and all claims brought against PYRO SHOWS for damages caused wholly or in part by Unauthorized Person who have entered the Security Area.
- VII. AMENDMENT & ASSIGNMENT: This agreement is deemed personal and confidential to Customer, his heirs, executors and administrators only, and may not be sold, assigned, amended, or transferred without the prior written consent of PYRO SHOWS.
- VIII. COMPLIANCE WITH THE LAWS AND REGULATIONS: Promptly upon the execution of this Agreement, Customer shall apply for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. Customer agrees to indemnify and hold harmless PYRO SHOWS from against all claims, suits, and causes of action, demands, penalties, losses or damages which may arise or accrue because of the failure or neglect of customer to obtain such approval. This Agreement is made expressly subject to and Customer expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.

- IX. PERMITS AND LICENSES: PYRO SHOWS shall process the necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. It is hereby stipulated that this Agreement is to be construed and governed by the laws of the State of Tennessee, and any suit involving this contract shall be brought in the Courts of Campbell County in the State of Tennessee, and the Customer hereby submits itself to the jurisdiction of said Courts and waives its rights to proceed against PYRO SHOWS in and other actions, in any other jurisdiction. For Shows that include licensed music accompaniment, Customer agrees to verify with their organization, venue, sponsor, and/or municipality, the permission to simulcast music and agrees to pay any and all fees associated with the broadcast of said music in the public environment of the Show.
- X. LATE PAYMENT: PYRO SHOWS shall charge, and Customer agrees to pay, one and one half percent (1 1\2%) per month late payment fee for each month until PYRO SHOWS is paid the amount set forth in Paragraph XIV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Section XIV, unless this provision is prohibited by law.
- XI. ADVERTISEMENT AND PROMOTIONS: Customer agrees that when promoting fireworks performed by PYRO SHOWS, Customer will name PYRO SHOWS as the fireworks provider in promotional advertising media. Customer agrees to allow PYRO SHOWS to use Customer's name as Customer.
- XII. COMPLAINTS: In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, within ten (10) days after the date of the Show. In the event that Customer fails to register any complaint in the time and in the manner specified, Customer agrees that it shall not claim such complaint as cause for an offset or withhold any payment due to PYRO SHOWS hereunder on account of or because of such complaint or any matter arising from, relating to or a consequence of the complaint. Furthermore, Customer agrees that should PYRO SHOWS have to collect any amount due PYRO SHOWS hereunder which Customer claims as an offset or which is withheld by Customer on account of, or because of, a complaint not registered with PYRO SHOWS in the time and in the manner specified herein, by law or through an Attorney-at-Law, PYRO SHOWS shall be entitled to collect attorneys' fees in the amount of 15% of the amount owing PYRO SHOWS or the maximum amount allowed by law, whichever is greater, along with all cost of collection.
- XIII. INSURANCE: Pyro Shows will provide General Liability Insurance and Automobile Liability in the amount of \$10,000,000.00, combined single limit, covering its activities and services in connection with the show described in this contract. Pyro Shows also agrees to include Customer as additional Insured under the terms of this coverage. Pyro Shows, Inc. will provide a Certificate of Insurance. All entities listed on the certificate will be deemed an additional Insured per this contract.
- XIV. PAYMENT TERMS: City of Port St. Joe shall pay PYRO SHOWS \$15,000.00 plus applicable taxes in the amount of \$0 for a grand total of \$15,000.00 according to the terms and conditions set forth for presenting the Show. Customer shall submit a 50% deposit (\$7,500.00) upon return of signed contract by May 30, 2020. Balance will be due in the PYRO SHOWS office upon Customer's receipt of invoice.
- XV. TAXES: Customer shall be responsible for all applicable sales taxes.

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

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

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

PYRO SHOWS, INC.				
BY:	DATE:			
Lansden E. Hill, Jr., President		<u> </u>		
CUSTOMER				
BY:Signature	Defeated No.		DATE:	
Signature	Printed Name	Title		

WARRANTY EXCLUSIONS

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



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

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





Post Office Box 1776 115 North 1st Street LaFollette, TN 37766 Phone: (800) 662-1331

www.pyroshows.com

Date: <u>April 30, 2020</u>

Customer Name: City of Port St. Joe

Address: 305 Cecil G. Costin Sr. Blvd

City/State/Zip: Port St. Joe, FL 32456

Date of Event: July 4, 2020

ESPN
Monday Night Football

Silver Jubilee Celebration Abu Dhabi, UAE

Fourth of July Washington Monument Washington, D.C.

Southeastern Conference Football/Basketball

> Let Freedom Sing Nashville, TN

> > Harborfest Norfolk, VA

US Soccer Hartford, CT

Red, Hot, & Boom Altamonte Springs, FL

> Rivercade Days Sioux City, IA

Texas Motor Speedway
Fort Worth, TX

Dollywood Pigeon Forge, TN

Riverbend Festival Chattanooga, TN

Tennessee Titans Football Nashville, TN

> Silver Dollar City Branson, MO

Lighted Boat Parade Jacksonviile, FL

> Fourth of July Fort Bragg, NC

Bristol Motor Speedway
Bristol, TN

Vulcan Park and Museum Birmingham, AL

International Fireworks
Competition
San Sebastian, Spain

Stone Mountain Laser Show
Stone Mountain, GA

AGREEMENT FOR PYRO SHOWS TO PROVIDE INSURANCE COVERAGE

As part of the agreement for Pyro Shows to provide a fireworks display, special effects, or other services, Pyro Shows agrees to provide insurance coverage to you and any other entity requested by you or required by written contract or agreement to be covered as an Additional Insured on our insurance coverage as it applies to any event for service that we provide for you.

This agreement applies whether you sign our contract, amend the performance schedule with an additional date(s), if you hire us by purchase order, if we sign your contract, or if our services are provided as a special request or as a donation.

No signature is required by you. This agreement is for your information only.

Sincerely,

Lansden E. Hill, Jr. President & CEO



Pyro Shows, Inc PO Box 1776 LaFollette, TN 37766

Deposit Invoice

Date	S.O. Number
4/30/2020	20TN000297

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

Project	P.O. No.	Show Date	Terms
Port St. Joe Independence	Independence 2020	7/4/2020	50% Dep w/Contract
Description		Deposit Due	Total
Deposit Due per Contract Agreement - City of Port Scelebration 07/04/2020 Contract #20FL07-04C15000-000297 Total: \$15,000.		7,500.00	7,500.00
We appreciate your prompt payment.		Total	

LOGITECH MOUSE CORDLESS	DELL MOUSE WITH CORD -	DELL PRECISION T3610 ITSSM22	DELL OPTIFLEX 330 3H0FKHI	DELL OPTIFLEX 7020 3RVWY12	DELL OPTIFLEX 7020 3RWYY12	DELL OPTIFLEX 330 7G0FKH1	DELL POWER EDGE 2800	DELL KEYBOARD -	DELL KEYBOARD _	DELL KEYBOARD -	DELL KEYBOARD -	DELL KEYBOARD -	DELL KEYBOARD _	DELL OPTIPLEX 7020 3QZXY12	HP DVD DRIVE	DELL OPTIFLEX 3010 HGW4TW1	HP DVD DRIVE	DELL POWER CONNECT B86T7F1	DELL POWER CONNECT 6NCT7F1	CAMERA PHOTO EQUIPMENT- EVIDENCE CBE	HP LASER JET 4250	DELL KEYBOARD -	HP LASER JET 4200TN PRINTER -	HP PRINTER OFFICE JET PRO K550 MY684611GT	DELL OPTIFLEX 330 CF0FKH1	DELL OPTIFLEX 330 4G0FKH1	DELL MONITOR -	DELL MONITOR -	DELL OPTIFLEX 330 FF0FKH1	DELL OPTIFLEX 330 6G0FKH1	DELL OPTIFLEX 330 JF0FKH1	2 HP LASER JET 1200 SERIES PRINTER CNBRF96638	G TOTALL
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315 N/A 596 N/A N/A 329 468	898 N/A N/A 529	063 N/A 280 N/A	N/A 279 931 932	N/A N/A N/A 491 594	N/A 485 N/A 371 908 N/A N/A

DELL OPTIFLEX 330 DELL OPTIFLEX 330 ACER MONITOR DELL MONITOR	APC BATTERY BACKUP DELL OPTIFLEX 330 DELL OPTIFLEX 330	DELL LAPTOP DELL LAPTOP APC BATTERY BACKUP BUFFALO RADIO	DELL MOUSE WITH CORD DELL KEYBOARD DELL OPTIFLEX 7020 DELL LAPTOP	DELL OPTIFLEX 330 THOMPSON TOUTER HP LASERJET 2605 DN DELL OPTIFLEX 3010 DELL MOUSE WITH CORD	DELL LAPTOP DELL OPTIFLEX 330 DELL OPTIFLEX 330 DELL OPTIFLEX 330 DELL OPTIFLEX 330	DELL MONITOR DELL MONITOR DELL MONITOR DELL MONITOR DELL MONITOR APC BATTERY BACKUP DELL OPTIFLEX 330
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251 494 N/A 332	N/A 527 365 363	N/A N/A N/A 555	N/A 900 N/A	604 N/A 259 N/A	382 248 331 366 211 SUPLUS N/A	449 528 282 N/A N/A N/A 517

DELL PRECISION T3610	DELL KEYBOARD	OPTIPLEX 7020	DELL MONITOR	DELL MONITOR	DELL MONITOR	DELL MONITOR	DELL SPEAKER	DELL KEYBOARD	DELL KEYBOARD	COMTREND ROUTER	DELL OPTIPLEX 3010	DELL KEYBOARD	DELL MONITOR	DELL MONITOR	DELL OPTIPLEX 3020	DELL MONITOR	DELL MONITOR	VIEW SONIC MONITOR	DELL OPTIPLEX 3010	DELL KEYBOARD	DELL OPTIPLEX 7020	DELL OPTIPLEX 7020	DELL OPTIPLEX 7020	DELL MONITOR	DELL KEYBOARD	DELL 1320 LASER PRINTER	DELL CORDLESS MOUSE	APC BATTERY BACKUP	OPTIFLEX 330	DELL POWER VAULT	DELL OPTIFLEX 330	DELL OP II FELX 330
1TRVM22	ITTRM22	3Q3ZY12									HGX4TW1				HS129K02			VS10047	HGX3TW1		3QX5Z12	3Q5YY12	3Q86Z12			1	ı		BG0FKH1		6H0FKH1	1HOFKH1
3977125494	3980298602	8109183494	REV A01	REV A00	DP/N: 0G435H	REV A01	REV A00	DP/N: 04G481	DP/N: 04G481	PN732127-016	38028411217	REV A03	REV A01	REV A00	38720633474	DP/N: 0G435H	REV A01	P37053833135	38028364651	DP/N: 04G481	8158173590	8151127238	8116221846	REV A00	DP/N: 0DJ454	DP/N: OWM053	1641LZ0134ZW8	NS1250	24912790885	124T	14089345381	3205433701
N/A 637	635	905	N/A	N/A	244	N/A	N/A	N/A	N/A	N/A	571	N/A	N/A	608	N/A	215	N/A	N/A	594	N/A	250	638	895	386	N/A	446	N/A	N/A	278	560	387	432

DELL KEYBOARD DELL KEYBOARD	AOPEN KEYBOARD	DELL PRECISION T3400	DELL OPTIFLEX 330	DELL PRECSION T3400	DELL OPTIFLEX 3030	DELL OPTIFLEX 3010
	P/N 90.00029.58B	9CF7GJ1	JG0FKH1	BCF7GJ1	FG0FKH1	HGX2TW1
REV A003 DP/N: 01HF2Y	REV A00 SN: 44315468	20342177389	42327049573	24695742061	33619920229	38028J17905
N/A	592 N/A	607	267	596	306	616

CITY OF PORT ST. JOE (RFP 2020-02) GARRISON AVENUE RESURFACING PHASE II FPID NO. 438897-2-54-01 DEWBERRY PROJECT #50085430

BID TABULATION FOR BIDS RECEIVED AT PORT ST. JOE CITY HALL ON MAY 7, 2020 AT 3:00 P.M. (E.S.T.)

	BIDDER	TOTAL BASE BID
1.	Roberts & Roberts, Inc.	\$427,633.90
2.	Pigott Asphalt	\$487,559.20
3.	C.W. Roberts Contracting, Inc.	\$496,058.24
4.	GAC Contractors	\$523,242.66
5.	American Sand & Asphalt Paving	\$548,591.53



Dewberry Engineers Inc. 324 Marina Drive Port Saint Joe, FL 32456

850.227.7200 860.227.7215 fax www.dewberry.com

May 14, 2020

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

RE: Garrison Avenue Resurfacing Phase II FPID No. 438897-2-54-01 Professional Services Proposal - CEI

Dear Mr. Anderson,

Dewberry Engineers Inc. (DEI) is pleased to provide this proposal for construction engineering and inspection (CEI) services. It is our understanding the City has received bids for the subject project and intends to award the bid on May 19th. The following list defines the services that will be provided in order to complete this project.

A. CONSTRUCTION ENGINEERING AND INSPECTION

- Schedule and attend the preconstruction meeting
- Provide inspection services during construction
- · Witness and verify all material testing for compliance
- Provide weekly and monthly project progress reports
- Respond to all RAI(s) during the construction phase
- Review contractor pay requests and submittals
- Prepare contract close out documents

TOTAL PROPOSED FEE: \$14,766.00

We appreciate the opportunity to provide engineering services for the City of Port St. Joe. If this proposal is acceptable, please sign in the space provided below. Should you have questions or need additional information, please give me a call at 850.693.2181

Sincerety,	Accepted By:	
Josh Baxley, P.E. Senior Project Manager	Date:	



3820 Hopkins Street Pensacola, FL 32505 (850) 432-0334, fax: (850) 432-1336 **Quote Number:** 071717 K3

Quotation

To: John Grantland

The City of Port St. Joe

1002 10th Street

Port St. Joe, FL 32456

Date: 5/07/20

Project: St. Joe Beach, DS-1000 Media

Location: Port St. Joe. FL.

Engineer N/A

Equipment: DS-1000 Media

Terms: NET 30 Days

Delivery: 3 Weeks

We are pleased to quote on the following equipment:

The DS-1000 requires a mixture of Odorcarb Ultra and Odormix SP. Odorcard Ultra removes the H2S and the Odormix SP offers a broad spectrum control of odors and polishes the remaining odors.

-Thirty-six (36) Odor Carb OCBU-PL (7.5 gallon bucket/40 lbs. ea.) @ \$236.00/Pail

\$8,496.00

-Thirteen (13) Odormix MSP-PL (7.5 gallon bucket/40 lbs. ea.) @\$196.00 Pail \$2,548.00

Net price: \$11,044,10

(freight not included. Freight estimate is between \$350-\$500)

NOTES

- 1. If ordered, please sign this quotation form and FAX or Email back to Pump & Process Equipment, Inc.
- 2. Only items mentioned above are included. If it is not listed it is to be provided by others.
- 3. Delivery promise date begins upon return of approved Submittal or approved drawings.

Additional Note

- 1. Each pail is 40 lbs.
- 2. Each order of the above comes with (2) polymedia filters.
- 3. Freight not included-prepay and add.

This Quotation Prepared By Kathleen

The undersigned agrees to and has the authority to bind the purchaser to the terms and conditions below and equipment as described above.

For Pump & Process Equipment, Inc.

Quotation good for 30 days. Prices do not include any applicable taxes. Payment terms are NET 30 days from date of shipment. Past due accounts will be charged interest at 1.5% per month. Should the services of an attorney, collection agency or other legal service become necessary for collection, purchaser will assume responsibilty for all expenses accrued in the collection process including fees, court cost, serving charges, lien filing, etc. Manufacturer's warranty applies. Pump & Process Equipment, Inc. assumes no liability whatsoever for delays or damages caused by defects or any other equipment failure.

706 Long Ave. Owner Keith Nixon.

Hearing was held on January 20, 2020. Owner was given 45 days to clean property. Only minimal cleaning has been done to date. Recommendation that the City have the property cleared of all junk and debris and place a lien for all cost involved in the cleanup.

522 6th Street Owner William Thursbay

Hearing was held on March 9, 2020. Owner was given 30 days to clean property. No cleanup has been done to date. Recommendation that the City have the property cleaned of all junk and debris and place a lien for all cost involved in the cleanup.

302 16th Street Owner Richard Robinson

Hearing was held on January 20, 2020. Owner was given 45 days to bring the property into compliance. Recommendation that the City demolish the structure and clean the property of all accumulations. Place lien for all cost involved in the demo and cleanup.

242 Avenue B Owner is Carlos Cunningham

Hearing was held on March 5, 2020. Owner was given 90 days to bring the structure into compliance or tear it down. As of this date nothing has been done. Recommendation that the city have the structure demolished and a lien placed on the property for all cost involved in the demo and cleanup.

CITY OF PORT ST. JOE,

Petitioner,

Case No. 2018120042

VS.

KEITH NIXON, 706 Long Ave, Port St. Joe, FL32456 Parcel no: 04950-000R

Respondent

ORDER OF THE SPECIAL MAGISTRATE

THIS MATTER was heard on January 20, 2020 before the Special Magistrate on the Petition of the City of Port St. Joe. Present for the hearing were Richard Burkett, Code Inspector, and Respondent, Keith Nixon. Upon taking testimony of the Code Inspector and reviewing the evidence, and upon the consent of the Respondent to the remedy sought by the Petitioner, the Special Magistrate finds as follows:

- 1. The front porch shall be cleared of all accumulatios of trash, debris and junk.
- The front yard area between the house and Long Ave shall be cleared of all trash, debris and junk.
- 3. All trash, debris and junk on the left and right side of the house shall be removed.
- 4. All trash, debris and junk shall be removed from the back yard.
- All the above-described work must be completed with 45 days of the date of this
 Order or Petitioner may take further action to remedy any further Code violations.
- The Code Inspector shall be available upon request to answer Respondent's
 questions or to inspect the premises to assist Respondent in carrying out
 this Order.

7. Respondent shall contact the Code Inspector (850-229-8261; Ext.112) upon completion of the above-ordered items for re-inspection of the premises and further actions consistent with this Order.

DONE AND ORDERED this 34

day of February, 2020.

Mel Magidson

Special Magistrate

Copy:

Keith Nixon, Respondent 706 Long Ave. Port St. Joe, FL 32456

Richard Burkett City of Port St. Joe Code Inspector CITY OF PORT ST. JOE,

Petitioner,

Case No. 2019080024

VS.

WILLIAM THURSBAY, 522 6th Street Port St. Joe, FL32456 Parcel no: 04898-001R

Respondent

ORDER OF THE SPECIAL MAGISTRATE

THIS MATTER was heard on March5, 2020 before the Special Magistrate on the Petition of the City of Port St. Joe. Present for the hearing were Richard Burkett, Code Inspector. Respondent, William Thursbay did not appear. Upon taking testimony of the Code Inspector and reviewing the evidence, the Special Magistrate finds as follows:

- Respondent was properly served with notice of the alleged violation and notice of the hearing by certified mail and by publication.
- Code Inspector Burkett described the violation and presented photographic evidence
 of the condition of the property. Petitioner's Exhibits attached hereto.
- The property has an accumulation of junk, trash, and debris in violation City
 Ordinance Section 296(c), including one or more junk cars.

IT IS THEREFORE ORDERED AS FOLLOWS:

- A. Respondent's property is found to be in violation of City Ordinance 296(c).
- B. All trash, debris and junk, including any junk cars as defined in City Code Section 296(b), in the front and back yards of the property located at 522 6th St., Port St. Joe, FL shall be removed.
- C. Said property must be cleared of all accumulation of junk, trash, debris in violation

City Ordinance Section 296(c) within 30 days of the date of this Order or Petitioner may take further action to remedy the Code violation.

- D. The Code Inspector shall be available upon request to answer Respondent's questions or to inspect the premises to assist Respondent in carrying out this Order.
- E. Respondent shall contact the Code Inspector (850-229-8261; Ext.112) when the violation has been corrected for re-inspection of the premises and any further actions consistent with this Order.
- F. Respondent is assessed costs as follows:

(1) Notice of violation postage: \$ 6.95

(2) Notice of hearing postage: \$ 6.95

(3) Cost of publication:

\$142,50

(4) Code Inspector time:

\$100.00

Total:

\$256.40

- D. If Respondent fails to correct the Code violation cited herein within the specified time, the City of Port St. Joe shall have the right to take all reasonable and necessary actions to bring Respondent's property into compliance with this order, including having the property cleared of all junk and debris and to assess the costs of said action against Respondent.
- E. All costs assessed herein, including the costs the City may incur to bring the property in compliance with this Order shall constitute a lien on the property located at 522 6th Street, Port St. Joe, FL, Parcel no. 04898-001R and this order shall be recorded in the Public Records of Gulf County, Florida.

- F. Any party to this action may appeal this Order to the Circuit Court of the 14th Judicial Circuit for Gulf County, Florida. Any such appeal shall be filed within thirty (30) days of the date of this Order.
- G. The Magistrate may enter such further orders to allow the City to recover any costs of demolition the subject structure.

DONE AND ORDERED this

day of March, 2020.

Mel Magidson

Special Magistrate

Copy:

William Thursbay, Respondent 522 6th Street Port St. Joe, FL 32456

Richard Burkett City of Port St. Joe Code Inspector CITY OF PORT ST. JOE,

Petitioner,

Case No. 2019010002

VS.

RICHARD ROBINSON 302 16th Street Port St. Joe, FL 32456 Parcel no: 05219-080R

Respondent

ORDER OF THE SPECIAL MAGISTRATE

THIS MATTER was heard on January 20, 2020 before the Special Magistrate on the Petition of the City of Port St. Joe. Present for the hearing was Richard Burkett, Code Inspector. Respondent, Richard Robinson, did not appear after notice of the hearing was made. Upon taking testimony of the Code Inspector and reviewing the evidence, the Special Magistrate finds as follows:

- Respondent was properly served with notice of the alleged violation and notice of the hearing by certified mail and by publication.
- Code Inspector Burkett described the violation and presented photographic evidence
 of the alleged violation, as well as testimony as to FEMA's assessment and EPCI's
 assessment of the condition of the property. The FEMA assessment and the EPCI
 letter are Petitioner's Exhibits attached hereto.
- Respondent's property located at 302 16th Street, Port St. Joe, FL is found to be uninhabitable and is structurally unsafe and is a threat to public safety.

IT IS THEREFORE ORDERED AS FOLLOWS:

- A. Respondent's property is found to be in violation of City Ordinance 296.
- B. Respondent shall have 45 days from the date of this Order to begin demolition of the

Property and shall 60 days from the date of this order to complete the demolition and all required cleanup of the property after demolition.

- C. Respondent shall contact the Code Inspector (850-229-8261; ext.112) upon completion of the above-ordered items for re-inspection of the premises and further actions consistent with this Order.
- D. Respondent is assessed costs as follows:

(1) Notice of violation postage: \$ 6.95

(2) Notice of hearing postage: \$ 6.95

(3) Cost of publication: \$142.50

(4) Code Inspector time: \$100.00

Total: \$256.40

- D. If Respondent fails to correct the Code violation cited herein within the specified time, the City of Port St. Joe shall have the right to take all reasonable and necessary actions to bring Respondent's property into compliance with this order, including having the property demolished and made safe and to assess the costs of said action against Respondent.
- E. All costs assessed herein, including the costs the City may incur to bring the property in compliance with this Order shall constitute a lien on the property located at 302 16th Street, Port St. Joe, FL, Parcel no. 05219-080R and this order shall be recorded in the Public Records of Gulf County, Florida.
- F. Any party to this action may appeal this Order to the Circuit Court of the 14th Judicial Circuit for Gulf County, Florida. Any such appeal shall be filed within thirty (30) days of the date of this Order.

G. The Magistrate may enter such further orders to allow the City to recover any costs of demolishion the subject structure.

day of March, 2020.

DONE AND ORDERED this 5 f

Mel Magidson J

City of Port St. Josepecial Magistrate

Copy:

Richard Robinson, Respondent 302 16th Street Port St. Joe, FL 32456

1701 W. Pensacola St. Tallahassee, FL 32304

Richard Burkett City of Port St. Joe Code Inspector CITY OF PORT ST. JOE,

Petitioner,

Case No. 2019010006

VS.

CARLOS CUNNINGHAM 242 Ave. B Port St. Joe, FL 32456 Parcel no: 0712-000R

Respondent

ORDER OF THE SPECIAL MAGISTRATE

THIS MATTER was heard on March 5, 2020 before the Special Magistrate on the Petition of the City of Port St. Joe. Present for the hearing was Richard Burkett, Code Inspector. Respondent, Carlos Cunningham, did not appear after notice of the hearing was made. Upon taking testimony of the Code Inspector and reviewing the evidence, the Special Magistrate finds as follows:

- Respondent was properly served with notice of the alleged violation and notice of the hearing by certified mail and by publication.
- Code Inspector Burkett described the violation and presented photographic evidence
 of the alleged violation, as well as testimony as to the condition of the property.
 Petitioner's Exhibits attached hereto.
- Respondent's property located at 242 Ave. B, Port St. Joe, FL is found to be uninhabitable and is structurally unsafe and is a threat to public safety.

IT IS THEREFORE ORDERED AS FOLLOWS:

- A. Respondent's property is found to be in violation of City Ordinance 296.
- B. Respondent shall have 90 days from the date of this Order to bring the structure in compliance with the City Building Code. If the structure cannot be brought into

compliance with the City Code within said 90-day period, demolition of the structure must be done immediately and Respondent shall 105 days from the date of this order to complete the demolition and clear the property of debris.

- C. Respondent shall contact the Code Inspector (850-229-8261; ext.112) upon completion of the above-ordered items for re-inspection of the premises and further actions consistent with this Order.
- D. Respondent is assessed costs as follows:

(1) Notice of violation postage: \$ 6.95

(2) Notice of hearing postage: \$ 6.95

(3) Cost of publication: \$142.50

(4) Code Inspector time: \$100.00

Total: \$256.40

- D. If Respondent fails to correct the Code violation cited herein within the specified time, the City of Port St. Joe shall have the right to take all reasonable and necessary actions to bring Respondent's property into compliance with this order, including having the property demolished and made safe and to assess the costs of said action against Respondent.
- E. All costs assessed herein, including the costs the City may incur to bring the property in compliance with this Order shall constitute a lien on the property located at 242 Ave. B, Port St. Joe, FL, Parcel no. 0712-000R and this order shall be recorded in the Public Records of Gulf County, Florida.
- F. Any party to this action may appeal this Order to the Circuit Court of the 14th Judicial Circuit for Gulf County, Florida. Any such appeal shall be filed within thirty (30) days

of the date of this Order.

G. The Magistrate may enter such further orders to allow the City to recover any costs of demolition the subject structure.

DONE AND ORDERED this

day of March, 2020.

Mel Magidson Jr.

City of Port St. Joe Special Magistrate

Copy:

Carlos Cunningham, Respondent 242 Ave, B Port St. Joe, FL 32456

Richard Burkett City of Port St. Joe Code Inspector