

**January 16, 2018  
Regular Meeting  
6:00 P.M.  
2775 Garrison Avenue  
Port St. Joe, Florida**



## City of Port St. Joe

Bo Patterson, Mayor-Commissioner  
Eric Langston, Commissioner, Group I  
David Ashbrook, Commissioner, Group II  
Brett Lowry, 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.

2775 Garrison Avenue

Tuesday January 16, 2018

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## Call to Order

### Consent Agenda

#### Minutes

- Regular Commission Meeting 12/19/17 **Pages 1-3**

#### PSJRA

- Update

#### City Attorney

- Ordinance 546 CIP Plan Update **Pages 4-10**
  - First Reading & Request to Advertise

### Old Business

- 19<sup>th</sup> Street Bridge- Comm. Lowry
- Centennial Bldg. Train- Comm. Buzzett

### New Business

- Ethics Training Courses **Pages 11-12**
- WIG Bldg. Lease Agreement **Pages 13-21**
- League of Cities Action Items- Comm. Ashbrook
  - Request to Represent the City **Page 24**
  - HB 3725 **Pages 25-27**
- Mayor Pro-Tem **Pages 25-27**
- SCOP Grant Cycle **Pages 25-27**

#### Public Works

- Water Line Replacement Project- Update

#### Surface Water Plant

- RFP 2017-16 Membrane Filter Modules **Pages 28-29**

#### Waste Water Plant

- Update

#### Finance Director

- Update

#### City Engineer

- Projects Update
  - Frank Pate Park Boat Ramp Improvements
  - Long Avenue Water/Sewer/Road Paving
  - Jones Homestead Sewer

**Code Enforcement**

- **Update**

**Police Department**

- **Contract Employee**

**Pages 30-36**

**City Clerk**

- **Update**

**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 AT 2775 GARRISON AVENUE, December 19, 2017, AT 6:00 P.M.**

The following were present: Mayor Patterson, Commissioners Ashbrook, and Buzzett. City Manager Jim Anderson, City Clerk Charlotte Pierce, and Attorney Clinton McCahill were also present. Commissioner Lowry was absent due to the illness of his grandfather.

## **CONSENT AGENDA**

### **Swearing in of Eric Langston, Commissioner Group I**

Reverend Chester Davis gave the Oath of Office to Eric Langston who was elected by the Board of City Commissioners on December 15, 2017, to replace William Thursbay.

## **Minutes**

A Motion was made by Commissioner Ashbrook, second by Commissioner Buzzett, to approve the Minutes of the Regular Commission Meeting on December 5, 2017, which included the corrected scrivener's error on page 4; the Workshop Meeting of December 12, 2017, and the Special Meetings of December 13, 2017, and December 15, 2017. All in favor; Motion carried 4-0.

## **PORT ST. JOE REDEVELOPMENT AGENCY (PSJRA)**

*MLK and Avenue C Sidewalks* – A Motion was made by Commissioner Buzzett, second by Commissioner Ashbrook, for the City to take care of the MLK Sidewalk and anticipates it will be completed in February. Stan Peters agreed to cover the window in the front of his building while the work is being done.

Commissioner Buzzett also noted that PSJRA Executive Director, Bill Kennedy, is to meet with Mr. Peters on the Avenue C Sidewalks and those improvements will be at the expense of the PSJRA.

## **CITY ATTORNEY –**

Attorney McCahill did not have anything to update the Commission on.

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

### **Old Business**

*19<sup>th</sup> Street Bridge – Commissioner Lowry:* Mayor Patterson noted that Commissioner Lowry was absent due to the illness of his grandfather and asked that Commissioner Lowry's family be kept in their prayers. This item was Tabled.

*Centennial Building Train – Commissioner Buzzett* requested this remain on the Agenda while prices for fencing the train are obtained.

*Northwest Florida Water Management District Funding Request 2018 -2019:* Mr. Anderson noted that engineering has been done for Sewer and Water in the downtown area and staff feels that the Water improvements would be the best choice for an application due to the high cost of Sewer. A Motion was made by Commissioner Ashbrook, second by Commissioner Buzzett, to make application for a Water project for downtown. All in favor; Motion carried 4-0.

### **New Business**

*New Year's Eve Fireworks* will be held at 10:00 P.M., on December 31, 2017, and will be paid for by the TDC. Trolley Stops are the same as last year with the addition of a stop at Gracie's.

### **Public Works – John Grantland**

*Water Line Replacement Project – Update:* Alternates A and B, which are covered by the Northwest FL Water Management Grant, are about 45% complete and anticipates that it will be completed in mid-January.

*Marlin Street Lift Station Repair Quotes* – This was considered to be an emergency situation and a Motion was made by Commissioner Ashbrook, second by Commissioner Langston, to award the repairs to Martin Construction in the amount of \$14,360. All in favor; Motion carried 4-0. Funds for the repairs are in the budget.

**Surface Water Plant – Larry McClamma** did not have anything to update the Commission on.

**Wastewater Plant – Kevin Pettis**

*FDEP Inspection Report* – Mr. Pettis noted that the big ticket items in this report are on pages 21 and 22. Algae continues to be an issue and the WWTP Staff is working to pull down the levels of the pond in the winter. He noted the report defines where we are and here is where we need to go. The new permit will have stipulations and WWTP Staff is working on the issues.

Mayor Patterson asked about staffing levels and Mr. Pettis responded that he is in the process of hiring a new employee now. Certification requires time and he is working with the employees to prepare them for the state test.

**Finance Director – Mike Lacour** noted that Field Work for FY 16-17 is being done. Uniform orders are being put together at City Hall.

**City Engineer – Clay Smallwood, III**

**Project Updates -**

*Frank Pate Park Boat Ramp Improvements* – Punch List items are being completed this week.

*Long Avenue Water / Sewer / Road Paving* – There will not be any activity on this project.

*Jones Homestead Sewer* – As of today, there are 42 signed up which includes 6 maybes. Options are still open to encourage sign up.

Commissioner Buzzett suggested that other areas be looked at that could tie into the Sewer system to up the numbers to what is needed.

**Code Enforcement** no action was required.

**Police Department – Chief Matt Herring** did not have anything to update the Commission on.

**City Clerk - Charlotte Pierce** did not have anything to update the Commission on

**Citizens to be Heard –**

Chester Davis, representing Waste Pro, shared that the pickup scheduled for North Port St. Joe on Monday, December 25<sup>th</sup> would be done on Tuesday, December 26<sup>th</sup> and asked that residents be sure to get their cans out early as it would be hard to go back by to pick up cans due to the holiday schedule. He reminded residents to break down their cardboard boxes and place them next to the can.

**Discussion Items by Commissioners**

*Commissioner Buzzett* noted that household goods will not be picked up by Waste Pro and encouraged residents to help keep the City clean and looking nice.

He welcomed Commissioner Langston to the Board and wished everyone a Merry Christmas and a Happy New Year.

*Commissioner Ashbrook* shared that the Northwest Florida League of Cities will be having their quarterly meeting at Capital City Bank on February 22, 2018. They will be offering the Ethics Course at 1:00 P.M., that day and encouraged Commissioner Langston to take advantage of it as it is required. He also noted the quarterly meeting will begin at 5:00 P.M., and the catered dinner will be at 7.

He shared that there has been a revision in the rankings of the 2018-2019 Special Category Historic Preservation Grants and the Port Theatre had moved from # 9 to #7 and the Centennial Building moved from #11 to #8. The legislature will need to fund \$2.8 million to cover these grants.

Garage Sales on Highway 98 are becoming a safety issue and he had asked that Code Enforcement check into them. Mr. Anderson noted that the FL Department of Revenue has stipulations for these as well as the City Code. The individual has been contacted.

Commissioner Ashbrook also noted that a private contractor is to address the issue on Mimosa Avenue of chipping up some pine trees.

He welcomed Commissioner Langston to the Commission and wished everyone a Merry Christmas and a Happy New Year.

*Commissioner Langston* thanked the Commissioners for voting for him, encouraged the citizens to call him any time, and noted he would be fair and work hard. He wished everyone a Merry Christmas.

*Mayor Patterson* shared that the food bank is giving away a lot of food. He announced that he has been appointed to the Workforce Board and will be working for the betterment of the County.

He welcomed Commissioner Langston to the Commission.

A Motion was made by Commissioner Ashbrook, second by Commissioner Buzzett, to adjourn the meeting at 6:47 P.M.

Approved this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

\_\_\_\_\_  
James "Bo" Patterson, Mayor

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

ORDINANCE NO. 546

AN ORDINANCE OF THE CITY OF PORT ST. JOE, FLORIDA, AMENDING THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN; AMENDING THE FIVE YEAR CAPITAL IMPROVEMENT PLAN; ADOPTING THE UPDATED SCHOOL DISTRICT FIVE YEAR WORK PLAN; PROVIDING FOR REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ENACTED by the people of Port St. Joe, Florida.

1. The five year Capital Improvement Plan shown in Exhibit "A" is hereby amended as set forth in Exhibit "B".
2. The School District Five Year Work Plan as shown in Exhibit "C" is hereby amended as set forth in Exhibit "D".
3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.
4. If any section, subsection, sentence, clause or provision of this ordinance is invalid, the remainder shall not be affected by such invalidity.
5. This ordinance shall become effective as provided by law.

DULY PASSED AND ADOPTED by the Board of City Commissioners of Port St. Joe, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2018.

The City of Port St. Joe

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James "Bo" Patterson  
Mayor-Commissioner

ATTEST:

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Charlotte M. Pierce  
City Clerk

EXHIBIT "A" - PROPOSED FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS

ID Project Name # General Location		Project Description Yes/No Comp Plan Consistency	Required to meet LOS	FY 2016/2017 Funding	FY 2017/2018 Funding	FY 2018/2019 Funding	FY 2019/2020 Funding	FY 2020/2021 Funding	Project Funding Source
A Sewer									
1	Remainder Basin 10 gravity sewer rehabilitation Port St. Joe	Gravity Sewer Rehabilitation Yes, Sewer Pg 6 Objective 2.1	No					\$ 1,500,000	Anticipate CDBG Grant
2	Basin 9 gravity sewer rehabilitation Port St. Joe	Gravity Sewer Rehabilitation Yes, Sewer Pg 6 Objective 2.1	No					\$ 2,000,000	Anticipate CDBG Grant
3	Catch Basin 6 PH II Port St. Joe	No	No					\$ 2,000,000	City Budget/Grant Opportunities
4	1st Street Lift Station Port St. Joe	No	No					\$ 800,000	City Budget/Grant Opportunities
5	Lift Station Improvements Port St. Joe	Rehabilitate 6 existing lift stations throughout the No	No	\$ 60,000				\$ 750,000	City Budget/Grant Opportunities
6	WWTF Power Improvements Port St. Joe	Upgrade power at plant to include Emergency Power capabilities to buildings No	No		\$ 75,000				City Budget/Grant Opportunities
7	Cape Sewer Improvements Port St. Joe	Construct collection system to remove existing septic tanks	No	\$ 75,000				\$ 2,000,000	City Budget/Grant Opportunities/ RESTORE/State Budget
8	WWTF Lagoon Study Port St. Joe	Evaluate modifying the WWTF lagoon	No	\$ 175,000					Grant Opportunities/State Revolving Fund
9	Long Avenue Sewer Rehabilitation Port St. Joe	Gravity Sewer Rehabilitation from First Street to Madison Street	No					\$ 500,000	City Budget/Grant Opportunities
10	Beacon Hill Sewer Beacon Hill		No					\$ 4,000,000	City Budget/Grant Opportunities/ RESTORE/State Budget
11	Gulf Aire Sewer Gulf Aire	Purchase Gulf Aire sewer system	No					\$ 1,000,000	City Budget/Grant Opportunities
12	Jones Homestead Beacon Hill		No	\$ 250,000					City Budget/Grant Opportunities/ RESTORE/State Budget
13	Biological Dredging Wastewater Plant	Lagoon Dredging	No					\$ 1,500,000	City Budget/Grant Opportunities
14	CBS Youpon, St Joseph Dr	Youpon & St Joseph Dr Lines	No					\$ 2,000,000	City Budget/Grant Opportunities
Sewer Total				\$ 560,000	\$ 75,000	\$ -	\$ -	\$ 18,050,000	
B Water									
1	CDBG Water Improvements Phase II Port St. Joe	Replace aging water pipes throughout city	Yes	\$ 755,000					CDBG Grant/City Budget/NWFWMD Grant
2	Water Distribution System Phase III Port St. Joe	Replace aging water pipes throughout city	Yes				\$ 1,000,000		City Budget/Grant Opportunities
3	St. Joe Beach Distribution Improvements Beaches	Replace fire hydrants and various valves throughout St. Joe Beach and Beacon Hill No	No					\$ 600,000	City Budget/Grant Opportunities
4	White City Booster Plant Improvements White City	Upgrade the fill line, Ground Storage Tank, and distribution lines No	No					\$ 1,000,000	City Budget/Grant Opportunities
5	Lighthouse Utilities Purchase No	Purchase and System Upgrades No	No					\$ 5,000,000	City Budget/Grant Opportunities
6	Utility Location Port St. Joe	Re-route utilities under existing buildings between 1st Street & 4th Street No	No					\$ 750,000	Grant Opportunities



**EXHIBIT 'A' - PROPOSED FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS**

ID #	Project Name General Location	Project Description Year(s) & Comp. Plan Consistency	Required to meet LOS	FY 2016/2017 Funding	FY 2017/2018 Funding	FY 2018/2019 Funding	FY 2019/2020 Funding	FY 2020/2021 Funding	Project Funding Source
7	Well Abandonment Old Primary Site	Abandon production well at old primary site	No		\$ 30,000				City Budget/Grant Opportunities
8	Well Abandonment SWTP	Abandon #4 production well	No				\$ 50,000		City Budget/Grant Opportunities
9	Booster Plant Improvements White City	Add telemetry equipment at the White City Booster Plant	No	\$12,000					City Budget
10	SWTP Improvements Port St. Joe	Rehabilitate membrane modules	No			\$100,000	\$100,000	\$100,000	City Budget/Grant Opportunities
11	Transmission Main Port St. Joe	Repair tank lid	No					\$ 750,000	City Budget/Grant Opportunities
12	St. Joe Beach Tank Beaches		No	\$50,000				\$ 750,000	City Budget/Grant Opportunities
<b>Water Total</b>				<b>\$ 817,000</b>	<b>\$ 30,000</b>	<b>\$ 100,000</b>	<b>\$ 1,150,000</b>	<b>\$ 8,950,000</b>	
<b>C. Drainage</b>									
1	Stormwater Master Plan Update Port St. Joe	Create a City wide Master stormwater plan including alleyways	No			\$ 50,000			City Budget/Grant Opportunities
2	Stormwater Improvements Port St. Joe	Construct stormwater improvements throughout	No					\$1,000,000	City Budget/Grant Opportunities
3	Battles Street Outfall Port St. Joe	Construct stormwater facility at north end of Battles St. and improve the upstream collection	No				\$ 450,000		City Budget/Grant Opportunities
4	Forest Park Stormwater Improvements Port St. Joe	Construct stormwater facility in Forest Park and replace the stormwater pipe under 10th St. Ballfields	No				\$ 790,000		City Budget/Grant Opportunities
5	6th & 7th Street Alley Port St. Joe	Rehabilitate stormwater system between Long & Woodward Ave	No			\$111,656			City Budget/Grant Opportunities
<b>Drainage Total</b>				<b>\$ -</b>	<b>\$ -</b>	<b>\$ 161,656</b>	<b>\$ 1,240,000</b>	<b>\$ 1,000,000</b>	

**EXHIBIT "A" - PROPOSED FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS**

ID #	Project Name General Location	Project Description Yes/No County Phase Consistency	Requested to meet LOS	FY 2016/2017 Pending	FY 2017/2018 Funding	FY 2018/2019 Funding	FY 2019/2020 Funding	FY 2020/2021 Funding	Project Funding Source
D Recreation									
1	Sports Complex Jones Homestead	Construct sports facility No	No					\$ 2,500,000	Grant Opportunities
2	Frank Pale Park Boat Ramp  Port St. Joe	Boat Ramp Improvements No	No	\$806,972					Natural Resources Damage Assessment (NRDA) Funding Grant
3	George Core Park Port St. Joe	Construct recreational improvements. No	No					\$ 100,000	PSJRA/Grant Opportunities
4	Kayak Boat Launch Port St. Joe	Build kayak launch area on bay front No	No					\$ 75,000	Florida Boating Improvement Grant
5	Centennial Building Improvements Port St. Joe	Construct improvements to the Centennial No	No					\$ 650,000	City Budget/Grant Opportunities
6	Lighthouse Complex Improvements Port St. Joe	Construct improvements to Lighthouse complex No	No	\$ 125,000					PSJRA/Grant Opportunities/Donations
6	Forest Park South Port St. Joe	Rehabilitate restrooms, picnic, and playground No	No	\$ 50,000					FRDAP & Other Grant Opportunities
7	Frank Pale Park Tennis Courts Port St. Joe	Rehabilitate tennis courts No	No					\$ 50,000	FRDAP & Other Grant Opportunities
8	Port City Trail Improvements Port St. Joe	Rehabilitate Port City Trail No	No			\$ 200,000			FRDAP & Other Grant Opportunities
9									
E Transportation				Recreation Total \$ 981,972 \$ - \$ 200,000 \$ - \$ 3,375,000					
1	David B. Langston Drive Sidewalk Port St. Joe	Construct sidewalk along Langston Drive No	No			\$ 70,000			FDOT Grant
2	City Signs Port St. Joe	No	No				\$ 120,000		PSJRA/Grant Opportunities
3	City Roadway Improvements  Port St. Joe	Mill and resurface Reid Ave., MLK Blvd., and other streets as needed No	No					\$ 2,000,000	PSJRA/Grant Opportunities/FDOT
4	Sidewalk Improvements Port St. Joe	Rehabilitate aging sidewalks throughout the city No	No					\$ 250,000	PSJRA/Grant Opportunities
5	City Hall ADA Improvements Port St. Joe	Construct ADA improvements to City Hall No	No				\$ 100,000	\$ 100,000	City Budget/Grant Opportunities
6	Long Avenue Resurface Port St. Joe	Resurface Long Ave from HWY 71 to Madison No	No					\$ 700,000	City Budget/Grant Opportunities
7	Garrison Avenue Resurface Port St. Joe	Resurface Long Ave from HWY 71 to Madison No	No	\$ 412,000		\$ 412,000			FDOT SCOP Grant
8	8th St Resurface Port St. Joe	Resurface 8th St from Woodward to Marvin No	No			\$ 412,000			Anticipate FDOT SCOP Grant
9	Bridge Rehab Port St. Joe	Bridge and Guard Rail rehabs, 16th St, Long, Monument Ave, & 20th St No	No					\$200,000	Anticipate FDOT SCOP Grant
Transportation Total				\$ 412,000	\$ -	\$ 894,000	\$ 220,000	\$ 3,250,000	

EXHIBIT "B" - PROPOSED FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS

ID	Project Name # General Location	Project Description Yes/No Comp Plan Concurrency	Required to meet LOS	FY 2017/2018 Funding	FY 2018/2019 Funding	FY 2019/2020 Funding	FY 2020/2021 Funding	FY 2021/2022 Funding	Project Funding Source
A. Sewer									
1	Remainder Basin 10 gravity sewer rehabilitation Port St. Joe	Gravity Sewer Rehabilitation	No			\$ 650,000		\$ 650,000	Anticipate CDBG Grant
2	Basin 9 gravity sewer rehabilitation Port St. Joe	Yes, Sewer P <sub>6</sub> & Objective 2.1 Gravity Sewer Rehabilitation	No					\$ 2,000,000	Anticipate CDBG Grant
3	Catch Basin 6 PH II Port St. Joe	Yes, Sewer P <sub>6</sub> & Objective 2.1	No					\$ 2,000,000	Anticipate State Revolving Fund
4	1st Street Lift Station Port St. Joe	No	No					\$ 800,000	Anticipate State Revolving Fund
5	Lift Station Improvements Port St. Joe	Rehabilitate 6 existing lift stations throughout the No	No	\$ 60,000				\$ 750,000	City Budget/Grant Opportunities
6	WWTF Power Improvements Port St. Joe	Upgrade power at plant to include Emergency Power capabilities to buildings No	No	\$ 75,000					City Budget/Grant Opportunities
7	Cape Sewer Improvements Port St. Joe	Construct collection system to remove existing septic tanks	No		\$ 75,000			\$ 2,000,000	City Budget/Grant Opportunities/ RESTORE/State Budget
8	WWTF Lagoon Study Port St. Joe	Evaluate modifying the WWTF lagoon	No					\$ 175,000	Grant Opportunities/State Revolving Fund
9	Long Avenue Sewer Rehabilitation Port St. Joe	Gravity Sewer Rehabilitation from First Street to Madison Street	No	\$ 429,600				\$ 500,000	City Budget/Grant Opportunities
10	Beacon Hill Sewer Beacon Hill		No					\$ 4,000,000	City Budget/Grant Opportunities/ RESTORE/State Budget
11	Gulf Aire Sewer Gulf Aire	Purchase Gulf Aire sewer system	No					\$ 900,000	City Budget/Grant Opportunities
12	Jones Homestead Sewer Jones Homestead		No	\$ 250,000					Anticipated Legislative Appropriations
13	Biological Dredging Wastewater Plant	Lagoon Dredging	No		\$ 120,000	\$ 90,000	\$ 90,000	\$ 75,000	City Budget/Grant Opportunities
14	CBS Youpon, St Joseph Dr	Youpon & St Joseph Dr Lines	No					\$ 500,000	City Budget/Grant Opportunities
Sewer Total				\$ 814,600	\$ 195,000	\$ 740,000	\$ 90,000	\$ 14,350,000	
B. Water									
1	Water Distribution System Phase III Port St. Joe	Replace aging water pipes throughout city	Yes				\$ 1,000,000		CDBG Grant/City Budget/NWFWMD Grant
2	St. Joe Beach Distribution Improvements Beaches	Replace fire hydrants and various valves throughout St. Joe Beach and Beacon Hill No	Yes					\$ 600,000	City Budget/Grant Opportunities
3	White City Booster Plant Improvements White City	Upgrade the fill line, Ground Storage Tank, and distribution lines, Generator No	No		\$ 15,000			\$ 1,000,000	City Budget/Grant Opportunities
4	Old St Joe Beach Water Line		No		\$ 60,000				City Budget/Grant Opportunities
5	Old School Location	No	No		\$ 60,000				City Budget/Grant Opportunities

EXHIBIT "B" - PROPOSED FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS

ID #	Project Name General Location	Project Description Yes/No Comp. Plan Concurrency	Required to meet LOS	FY 2017/2018 Funding	FY 2018/2019 Funding	FY 2019/2020 Funding	FY 2020/2021 Funding	FY 2021/2022 Funding	Project Funding Source
6	Well Abandonment Old Primary Site	Abandon production well at old primary site No	No		\$ 30,000				City Budget/Grant Opportunities
7	Well Abandonment SWTP	Abandon #4 production well No	No				\$ 50,000		City Budget/Grant Opportunities
8	Shark Tank Port St. Joe	Mixer System	No			\$ 35,000			City Budget/Grant Opportunities
9	SWTP Improvements Port St. Joe	Rehabilitate membrane modules No	No	\$ 100,000	\$ 100,000	\$ 100,000			City Budget/Grant Opportunities
10	Transmission Main Port St. Joe	Mail Line replacement from Plant to Madison No	No					\$ 1,000,000	City Budget/Grant Opportunities
9	St. Joe Beach Tank Beaches	Replace Tank Lid No	No	\$50,000					City Budget/Grant Opportunities
10	SWTP Improvements Port St. Joe	Aux diesel tank Fuel System No	No		\$ 15,000				City Budget/Grant Opportunities
<b>Water Total</b>				<b>\$ 150,000</b>	<b>\$ 280,000</b>	<b>\$ 135,000</b>	<b>\$ 1,050,000</b>	<b>\$ 2,600,000</b>	
<b>C Drainage</b>									
1	Stormwater Master Plan Update Port St. Joe	Create a City wide Master stormwater plan including alleyways No	No			\$ 50,000			City Budget/Grant Opportunities
2	Stormwater Improvements Port St. Joe	Construct stormwater improvements throughout No	No					\$1,000,000	City Budget/Grant Opportunities
3	Battles Street Outfall	Construct stormwater facility at north end of Battles St. and improve the upstream collection	No				\$ 450,000		City Budget/Grant Opportunities
4	Forest Park Stormwater Improvements	Construct stormwater facility in Forest Park and replace the stormwater pipe under 10th St. Ballfields	No				\$ 790,000		City Budget/Grant Opportunities
5	Port St. Joe 6th & 7th Street Alley Port St. Joe	Rehabilitate stormwater system between Long & Woodward Ave	No			\$111,656			City Budget/Grant Opportunities
<b>Drainage Total</b>				<b>\$ -</b>	<b>\$ -</b>	<b>\$ 161,656</b>	<b>\$ 1,240,000</b>	<b>\$ 1,000,000</b>	

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EXHIBIT "B" - PROPOSED FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS

ID #	Project Name General Location	Project Description Yes/No Comp Plan Consistency	Required to meet LOS	FY 2017/2018 Funding	FY 2018/2019 Funding	FY 2019/2020 Funding	FY 2020/2021 Funding	FY 2021/2022 Funding	Project Funding Source
<b>D Recreation</b>									
1	Sports Complex 10th Street	Construct sports facility No	No					\$ 2,500,000	Grant Opportunities
2	George Core Park Port St. Joe	Construct recreational improvements. No	No					\$ 100,000	City Budget/Grant Opportunities
3	Kayak Boat Launch Port St. Joe	Build kayak launch area on bay front No	No					\$ 75,000	PSJRA/Grant Opportunities
4	Centennial Building Improvements Port St. Joe	Construct improvements to the Centennial Building No	No	\$ 400,000					Florida Boating Improvement Grant
5	Frank Pace Park Tennis Courts Port St. Joe	Rehabilitate tennis courts No	No					\$ 50,000	City Budget/Grant Opportunities
6	Port City Trail Improvements Port St. Joe	Rehabilitate Port City Trail No	No	\$ 250,000					City Budget/Grant Opportunities
7	Siac House Improvements Port St. Joe	Playground, Roof, AC System No	No		\$ 100,000				City Budget/Grant Opportunities
8	Washington Gym Improvements Port St. Joe	Windows, Interior remodel No	No			\$ 100,000			City Budget/Grant Opportunities
9									City Budget/Grant Opportunities
<b>Recreation Total</b>				\$ -	\$ 650,000	\$ 100,000	\$ 100,000	\$ 2,725,000	
<b>E Transportation</b>									
1	David B. Langston Drive Sidewalk Port St. Joe	Construct sidewalk along Langston Drive No	No		\$ 70,000				FDOT
2	City Signs Port St. Joe	Replace/Upgrade Signage No	No			\$ 120,000			PSJRA/Grant Opportunities
3	City Roadway Improvements Port St. Joe	Mill and resurface Reid Ave., MLK Blvd., and other streets as needed No	No					\$ 2,000,000	PSJRA/Grant Opportunities/FDOT
4	Sidewalk Improvements Port St. Joe	Rehabilitate aging sidewalks throughout the city No	No					\$ 250,000	PSJRA/Grant Opportunities
5	City Hall ADA Improvements Port St. Joe	Construct ADA improvements to City Hall No	No			\$ 100,000		\$ 100,000	City Budget/Grant Opportunities
6	Long Avenue Resurface Port St. Joe	Resurface Long Ave from 1st St to Madison No	No					\$ 700,000	City Budget/Grant Opportunities
7	Garrison Avenue Resurface Port St. Joe	Resurface Long Ave from 16th St to Madison No	No	\$ 412,000					FDOT/SCOP Grant
8	8th St Resurface Port St. Joe	Resurface 8th St from Woodward to Marvin No	No		\$ 412,000				City Budget/Grant Opportunities
9	Bridge Rehab Port St. Joe	Bridge and Guard Rail rehab, 16th St, Long, Monument Ave. & 20th St No	No						City Budget/Grant Opportunities
<b>Transportation Total</b>				\$ -	\$ 412,000	\$ 482,000	\$ 220,000	\$ 3,050,000	

Zimbra

ja

**2018 Ethics Training Opportunities**

**From:** Northwest Florida League of Cities  
<janderson@nwflc.com>

Fri, Dec 22, 2017 09:00 AM

**Subject:** Ethics Training Opportunities

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

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



## Northwest Florida League of Cities

**Free Ethics Training Opportunities**

In 2014, the Florida legislature mandated four hours of ethics training for all municipal constitutional officers every calendar year (January 1 - December 31). The Northwest Florida League of Cities is offering multiple ethics training opportunities across our region in 2018. These trainings are free to attend as a benefit of your municipality's membership.

**January 18 - Marianna****January 25 - Carrabelle**

Jackson County Extension Office  
2741 Pennsylvania Ave  
Marianna, FL 32448

Carrabelle Municipal Complex  
1001 Gray Avenue  
Carrabelle, FL 32322

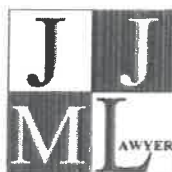
[Register Now!](#)

[Register Now!](#)

**February 8 - Bascom****February 22 - Port St. Joe**

Bascom Town Hall

Capital City Bank



J. Jerome Miller - Lawyer, P.A.  
Destin, Florida

If you would like to schedule an ethics training event in your municipality,  
please contact Jenny Anderson ([janderson@nwflc.com](mailto:janderson@nwflc.com)) for more information.

Visit Our Website: <http://www.nwflc.com>



Northwest Florida League of Cities | 3200 Commonwealth Blvd, Suite 7,  
Tallahassee, FL 32303

[Unsubscribe janderson@psj.fl.gov](mailto:janderson@psj.fl.gov)

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Sent by [janderson@nwflc.com](mailto:janderson@nwflc.com) in collaboration with

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## LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this 1<sup>st</sup> day of October A.D., 2016, by and between **CITY OF PORT ST. JOE**, P. O. Box 278, Port St. Joe, Florida 32457, a municipal corporation of the State of Florida, hereinafter called "Lessor," and **WASHINGTON IMPROVEMENT GROUP, INC.**, whose address is: 401 Peters Street, Port St. Joe, FL 32456, hereinafter called the "Lessee."

NOW THEREFORE, Lessor and Lessee, agree as follows:

1. **Premises:**

Lessor hereby leases to Lessee, The Washington Improvement Group, Inc., and Lessee hereby rents from Lessor the building and parking area located at 401 Peters Street. Port St. Joe, FL 32456; said premises located on Parcel #04583-011R. See attached Ex. (A).

2. **Occupancy:**

A. The Lessee represents the following organizations will occupy the buildings: The Washington Improvement Group, Inc.

B. Lessee may sub-lease portions of the premises with the following Conditions: 1) All activities must cease at 12:00 A.M. except when given a special event permit from the City Commission. 2) Follow the requirements of Ordinance 464 if alcoholic beverages will be on the premises. 3) Tenant hereby agrees that it will make no unlawful or offensive use of the premises and that it will not permit any unlawful or offensive use of the premises.

3. **Term:**

The term of this Lease shall be for 1 year and shall commence on the 19<sup>th</sup> day of



October, 2016.

4. **Lease Payment.**

Lessor hereby agrees to lease the premises described above to Lessee for \$1.00 per year

5. **Taxes.**

The Lessee shall pay all taxes, if any, assessed against the premises.

6. **Insurance.**

The Lessee shall provide the City a copy of a general liability insurance policy in the amount of \$1,000,000 naming the City as an additional insured.

Lessee shall also be responsible for insurance on the contents of the building which belong to the Lessee.

7. **Indemnification:**

Lessee shall indemnify Lessor and save it harmless from suits, actions, damages, liability and expense in connection with loss of life, bodily or personal injury or property damage arising from or out of any occurrence in, upon or at, or from the leased premises, or the occupancy or use by Lessee of said leased premises or any part thereof, or occasioned wholly or in part by any act of omission of Lessee, its agents, contractors, employees, servants, invitees, licensees or concessionaires. In addition, Lessor shall not be responsible or liable to Lessee, a licensee of the Lessee, or to those claiming by, through or under Lessee for any loss or damage to either persons or the personal property of the Lessee that may be occasioned by or through the acts or omissions of persons occupying adjacent, connecting or adjoining premises.

8. **Destruction of Premises.**

Should the premises be substantially destroyed by fire or other casualty during the term

of the Lease, either party may terminate the Lease. All insurance proceeds resulting from damage or destruction of the premises shall be the property of the Lessor and it shall be in the Lessor's sole discretion as to whether to repair, remodel or rebuild the building.

9. **Assignment.**

Lessee shall not assign this Lease.

10. **Notices.**

All notices permitted or required to be given to either party under the terms of this Lease shall be sent by hand delivery, certified mail, or telecopier to the parties at the following addresses and fax numbers, or such other addresses and fax numbers as Lessee may direct from time to time by written notice forwarded to Lessor by hand delivery, certified mail, or telecopier:

Lessor: City Manager  
City of Port St. Joe  
305 Cecil G. Costin Sr. Blvd.  
Port St. Joe, FL 32456  
Telecopy #(850) 227-7522

Lessee: The Washington Improvement Group, Inc.  
P.O. Box 754  
Port St. Joe, FL 32457  
Telecopy #(850)

11. **Attorney's Fees and Costs.**

Should any controverted or past due claim in favor of Lessor under this Lease be placed in the hands of an attorney at law for collection, and should Lessor prevail in enforcing such claim, Lessee shall pay, in addition to the amounts due on any such claim, all reasonable costs, charges and expenses in connection with the collection thereof, including a reasonable attorney's fee to the attorney handling such claim for Lessor.

12 **Maintenance**

Lessee accepts the building in its present condition and agrees to maintain both exterior and interior of the building in its present condition, fair wear and tear excepted, for the duration of the Lease. Lessee, at its sole expense, shall promptly repair, replace, paint and maintain in good condition the exterior of the premises, including signs, heating units, cooling units, electrical fixtures and equipment, plumbing and plumbing fixtures and equipment, windows, doors, glass, screens, decks, stairs as well as the interior premises including all painting and decorations, doors, windows, screens, glass, floorings, etc. All such repairs or replacements shall be made in a professional and workmanlike manner by a licensed contractor.

Lessor will maintain the building's grounds and landscaping.

13. **Utilities.**

The Lessee shall pay the cost of all utilities, garbage, janitorial and pest control.

14. **Right of Inspection.**

The Lessor, by its employees and agents, shall have, at all reasonable times during office hours or by appointment, the right to enter the leased premises to inspect the same.

15. **Binding Effect.**

This agreement shall be binding upon and insure to the benefit of the parties hereto and their successors and assigns from the date hereof.

16. **Applicable Law.**

This Lease shall be governed by and construed in accordance with the laws of the State of Florida. If any provision of this lease or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Lease shall be valid

and enforceable to the fullest extent provided by law.

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

CITY OF PORT ST. JOE, FLORIDA

By:

James "Bo" Patterson  
JAMES "BO" PATTERSON  
Mayor-Commissioner

Attest:

Charlotte M. Pierce  
CHARLOTTE PIERCE, City Clerk

(Seal)

THE WASHINGTON IMPROVEMENT  
GROUP, INC., a Florida corporation

(Seal)

By:

Letha Mathews  
LETHA MATHEWS,  
Its President

Attest:

Lois Byrd  
LOIS BYRD  
Secretary

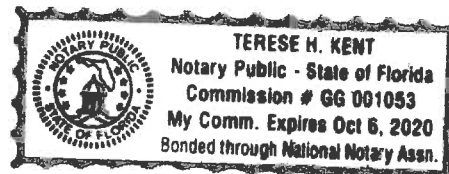
STATE OF FLORIDA  
COUNTY OF GULF

I hereby certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared JAMES "BO" PATTERSON and CHARLOTTE PIERCE, as Mayor-Commissioner and City Clerk of the City of Port St. Joe, respectively, personally known to me to be the Lessor in the foregoing Lease, and who executed the foregoing instrument, who acknowledged before me that they executed the same on the day and date therein written, as their act and deed with good authority, freely and voluntarily, that I relied upon the following form(s) of identification of the above-named person(s):

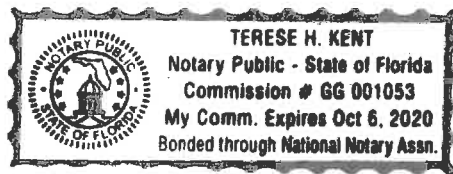
( ☒ ) Personally known to me ( ) Other

Witness my hand and official seal in the County and State last aforesaid this 19 day

Russell/City/City/leases/2008 leases/WIG Lease



of October, 2016.



*Terese H. Kent*

Notary Public  
My Commission Expires:

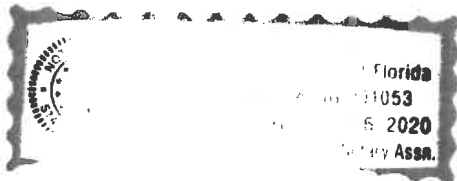
10/6/2020

STATE OF FLORIDA  
COUNTY OF GULF

I hereby certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Letha Mathews, President, and Lois Byrd, Secretary of The Washington Improvement Group, Inc., personally known to me to be the Lessee in the foregoing Lease, and who executed the foregoing instrument, who acknowledged before me that they executed the same on the day and date therein written, as the act and deed of themselves with good authority, freely and voluntarily, that I relied upon the following form(s) of identification of the above-named person(s):

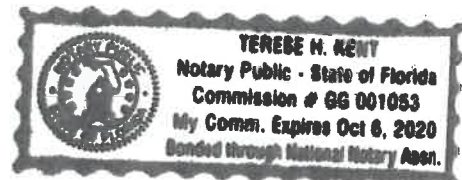
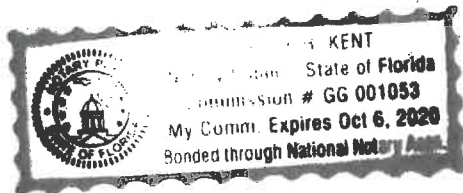
( ☒ ) Personally known to me      (    ) Other \_\_\_\_\_

Witness my hand and official seal in the County and State last aforesaid this 21 day of October, 2016.



*Terese H. Kent*

Notary Public  
My Commission Expires:



ORDINANCE NO. : 464

AN ORDINANCE AMENDING SECTION 6-4 OF THE CITY OF PORT ST. JOE CODE OF ORDINANCES; PROVIDING FOR PERMITTING INCLUDING REQUIREMENTS OF PERMIT APPLICATION; PROVIDING FOR DEFINITIONS; PROVIDING FOR FEES, PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, AND PROVIDING FOR AN EFFECTIVE DATE.

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

1. Section 6-4(d) of the Code of Ordinances is amended by the addition of 6-4(d)(4) which shall read: notwithstanding the foregoing, "other area outside the building" does not include decks, porches, outside dining or waiting areas, pool decks, and other areas maintained by the vendor as part of the operation of the business.

2. Section 6-4(g) is hereby repealed. Adopted as of the date hereof is a new section 6-4(g) which shall read:

(a) Notwithstanding any other provision of Section 6-4, the City of Port St. Joe may issue permits for possession, consumption, and sale of alcoholic beverage on city owned property upon the following terms and conditions:

(1) A person, organization, including a corporation (whether for profit or not for profit), LLC, business entity or other governmental entity is required to have a permit in order to conduct any activity which involves the sale, possession or consumption of alcoholic beverages on city owned property

(2) An applicant shall make an application on forms provided by the City not less than 30 days prior to the date of use of the property.

(3) Within 7 days of receipt of the application along with any applicable fee, the City Manager shall issue the permit or shall deny the permit. Grounds for denial include a determination by city staff that the event is not in the best interests of the citizens of Port St. Joe or does not meet or comply with community standards, a determination by city staff that the event would place an undue burden on city maintenance workers or law enforcement officers or the failure of the person or organization to abide by the terms of a previous permit.

3. Permit Application Requirements:

- (1) Name, address, telephone number, e-mail address, and/or other contact information for the person or organization requesting a permit. In the event that an organization is making application, the name of the director, president or other responsible individual must be included.
- (2) The specific property on which the activity shall take place, along with the date(s) of the event.
- (3) The estimated number of participants at the event.
- (4) If required by the City Manager based on the location, type of activity, and number of participants, proof of event insurance in a form and underwritten by an insurance company acceptable to the City identifying the City as a loss payee.
- (5) If a State of Florida beverage license is required for the activity in question, a copy of the state license shall be submitted with the application.

4. By acceptance of a permit, an individual or organizational permittee agrees as follows:

- (1) To comply with all general and specific conditions of the permit.
- (2) To comply with any of the state laws or local ordinances applicable to the event.
- (3) To indemnify and hold harmless the City from any obligation or liability occurring as a result of the event.
- (4) To return the permitted property to the City in the same condition it was in prior to the event.

6. Notwithstanding any other provision of this Ordinance, possession, consumption and sale of alcohol is not permitted on the following City property:

- (1) Benny Roberts Park
- (2) Lamar Faison Field
- (3) The multi use path shown on the map in Ordinance 463
- (4) Centennial Park located between Allen Memorial Way and Gautier Memorial Lane and Long Avenue and the southern extension of the centerline of Palm Boulevard.

7. The City Commission by resolution may establish fees for permits used hereunder.

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

9. SEVERABILITY: If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder shall not be affected by such invalidity.

10. EFFECTIVE DATE: This ordinance shall become effective upon adoption as provided by law.

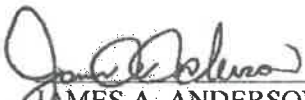
DULY PASSED AND ADOPTED by the Board of City Commissioners of Port St. Joe, Florida this 7<sup>th</sup> day of December, 2010.

THE CITY OF PORT ST. JOE

By: 

MEL C. MAGIDSON, JR.  
MAYOR-COMMISSIONER

ATTEST:

  
JAMES A. ANDERSON  
CITY CLERK-AUDITOR

The following commissioners voted yea:

The following commissioners voted nay:





Search for...

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## Issue Briefs (2018)

*Scroll to bottom of page for listing of available issue briefs. Click on the icon to download desired content.*

The Florida League of Cities is the champion of home rule in Florida. Florida's constitution empowers citizens with the right of local self-government, or home rule. Cities are the embodiment of this right. Cities are formed by citizens and are governed by citizens. They administer the local affairs of the community for the special benefit of the city's residents. The form of government and level of services a city provides are fundamental expressions of home rule. Home rule is why no two cities are alike. Florida's city residents take pride in this diversity and responsibility. Strong home rule powers ensure that government stays close to the people it serves. Intrusion on home rule from the state or federal government undermines the constitutional right of local citizens to govern themselves.

The Florida League of Cities opposes unfunded mandates from any level of government. An unfunded mandate is when one government forces another level of government to take some action that spends or reduces revenue, without providing any resources to offset the impact. Unfunded mandates are the antithesis of government transparency. Mandates conceal the connection between the taxes city residents pay and the services they receive. Unfunded mandates cause local city leaders to be held accountable for decisions made by others who live far away and who are not accountable for the fiscal impact on local taxpayers. The Florida Constitution prohibits unfunded mandates from state government except under certain conditions. This provision was added to the constitution in 1990 after Floridians became fed up with being forced to pay for state programs with local tax dollars. Yet in spite of the clear preference of Florida's residents, unfunded mandates have continued with increasing frequency.

The following issue briefs provide background information and status on the League's legislative priorities plus other key issues of concern. *(Click on the icon to access the issue brief.)*

### **Stay engaged with the issues you care about most.**

You are the key to the League's advocacy success. No one better can tell the story of how decisions in Tallahassee truly impact your citizens back home. Let us know which issues you care about the most and stand ready to assist the FLC Advocacy Team with during the 2018 legislative session.



**(/advocacy/action-alerts/key-issue-sign-up)**

(/docs/default-source/Advocacy/Issue-Briefs-Talking-Points/2017-ib---preemption-of-municipal-home-rule-powers.pdf?sfvrsn=18)



(/docs/default-source/Advocacy/Issue-Briefs-Talking-Points/2018-ib---local-self-government.pdf?sfvrsn=12)



(http://floridaleagueofcities.com/docs/default-source/Advocacy/Issue-Briefs-Talking-Points/2018-ib---short-term-rentals.pdf)

(/docs/default-source/Advocacy/Issue-Briefs-Talking-Points/2017-ib---cst-lbt.pdf?sfvrsn=16)



(/docs/default-source/Advocacy/Issue-Briefs-Talking-Points/2018-ib---communications-services-tax.pdf?sfvrsn=10)

(/docs/default-source/Advocacy/Issue-Briefs-Talking-Points/2017-ib---cra.pdf?sfvrsn=18)



(/docs/default-source/Advocacy/Issue-Briefs-Talking-Points/2018-ib---cra.pdf?sfvrsn=12)



(http://floridaleagueofcities.com/source/Advocacy/Issue-Briefs-Talking-Points/2018-ib---firefighter-cancer-presumption.pdf)

(/docs/default-source/Advocacy/Issue-Briefs-Talking-Points/2017-ib---short-term-rentals.pdf?sfvrsn=14)



(/docs/default-source/Advocacy/Issue-Briefs-Talking-Points/2018-ib---sober-homes.pdf?sfvrsn=10)

(/docs/default-source/Advocacy/Issue-Briefs-Talking-Points/2017-ib---transportation-funding.pdf?sfvrsn=12)



(/docs/default-source/Advocacy/Issue-Briefs-Talking-Points/2018-ib---transportation-funding.pdf?sfvrsn=12)

(/docs/default-source/Advocacy/Issue-Briefs-Talking-Points/2017-ib---sustainable-florida.pdf?sfvrsn=18)




(/docs/default-source/Advocacy/Issue-Briefs-Talking-Points/2018-ib---water-funding.pdf?sfvrsn=10)



(/)

The Florida League of Cities is the united voice for Florida's municipal governments. Its goals are to serve the needs of Florida's cities and promote local self-government.

The League was founded on the belief that local self-government is the keystone of American democracy. 

23

HB 3725

2018

1                   A bill to be entitled  
2       An act relating to the Appropriations Project titled  
3       Port St. Joe Long Avenue Water, Sewer, and Stormwater  
4       Redevelopment; providing an appropriation; providing  
5       an effective date.  
6

7   Be It Enacted by the Legislature of the State of Florida:  
8

9       Section 1. Port St. Joe Long Avenue Water, Sewer, and  
10 Stormwater Redevelopment is an Appropriations Project as defined  
11 in The Rules of The Florida House of Representatives and is  
12 described in Appropriations Project Request 1070, herein  
13 incorporated by reference.

14       Section 2. For fiscal year 2018-2019 the nonrecurring sum  
15 of \$1,600,000 from the General Revenue Fund is appropriated to  
16 the Department of Environmental Protection to fund the Port St.  
17 Joe Long Avenue Water, Sewer, and Stormwater Redevelopment as  
18 described in Appropriations Project Request 1070.

19       Section 3. This act shall take effect July 1, 2018.

**RE: Small County Outreach Program Municipalities  
Application Cycle for the  
State Fiscal Year 2020 Tentative Work Program**

Dear Sir/Madam:

The Florida Department of Transportation (Department) is pleased to announce that the Small County Outreach Program (SCOP) Specific Appropriation for Rural Areas of Opportunity Application cycle is now open. This program, also known as the SCOP "Municipalities" special funding cycle, is available to Rural Areas of Opportunity designated under **Section 288.0656(7)(a), Florida Statutes (F.S.)**. Rural Areas of Opportunity (RAO) include 92 municipalities and communities in more than 30 counties statewide that are eligible to apply. A complete list of municipalities and communities are provided on the Department's Local Programs Website at: [http://www.fdot.gov/programmanagement/LP/SCOP/RAO\\_List.pdf](http://www.fdot.gov/programmanagement/LP/SCOP/RAO_List.pdf).

**Funding Available for Application Cycle:**

Projects programmed for this cycle will be funded in the Department's Fiscal Year 2020 Work Program. The specific appropriation in Fiscal Year 2020 is \$9 million. Municipalities eligible for the specific appropriation are **not** required to provide matching project funds.

**General Information:**

Prior year applicants are greatly encouraged to reapply. The Department recommends limiting the application to the municipality's number one priority project, due to the limited appropriation for a great number of eligible municipalities and communities. A separate application must be completed for each project **and** the projects must be ranked in priority order, otherwise the projects cannot be considered.

Selected projects require the municipality to enter into an Agreement with the Department and will require project delivery in FY 2020. Please consider carefully whether your agency is prepared to deliver the project within this timeframe.

Project applications for County owned and maintained facilities within a municipality or community require coordination with the County. It is recommended the County manage the design and construction work on behalf of the municipality in these instances. In limited cases, the Department may also be authorized to administer contracts on behalf of the municipality selected to receive funding under this program.

**Eligibility Requirements (per 339.2818(7) F.S.):**

1. The transportation facility **must** be within a Municipality or Community in a RAO designated under **S. 288.0656(7)(a) F.S.**
2. The transportation facility must be publicly owned and maintained.
3. The proposed project is for:
  - a) repair and rehabilitation of bridges

25

- b) paving unpaved roads
  - c) addressing road-related drainage improvements
  - d) resurfacing or reconstruction of roads
  - e) constructing safety improvements to roads
4. The proposed project is consistent with the long range transportation plan of the local MPO if applicable, and to the maximum extent feasible with any local comprehensive plan.

### **Minimum Eligibility Criteria for All Project Applications:**

1. The primary criterion is the physical condition of the road as measured by the Department.
2. As secondary criteria the Department may consider:
  - a) Whether the road is used as an evacuation route.
  - b) Whether the road has high levels of agricultural travel.
  - c) Whether the road is considered a major arterial route.
  - d) Whether the road is considered a feeder road.
  - e) Information as evidenced to the Department through an established pavement management plan.
  - f) Other criteria related to the impact of a project on the public road system or on the state or local economy as determined by the Department.

### **How to Apply**

**Application documents must be downloaded from the SCOP Municipalities webpage at [http://www.fdot.gov/programmanagement/LP/SCOP/SCOP\\_RAO.shtm](http://www.fdot.gov/programmanagement/LP/SCOP/SCOP_RAO.shtm)**

Applications are due to the Department no later than **Friday, March 30, 2018**. Please submit all materials to the Program Management Office at [tatiana.daguillard@dot.state.fl.us](mailto:tatiana.daguillard@dot.state.fl.us) or by mail to the following address:

SCOP Municipal Application  
Attention: Lorraine Moyle, Program Management Office  
Florida Department of Transportation  
605 Suwanee Street, M.S. 75  
Tallahassee, Florida 32399

Questions may be addressed to [Lorraine.moyle@dot.state.fl.us](mailto:Lorraine.moyle@dot.state.fl.us) or 850-414-4383. We look forward to working with your agency in the near future!

Sincerely,

26



Lorraine Moyle  
State Local Programs Administrator  
Florida Department of Transportation  
Office of Program Management  
605 Suwanee Street, M.S. 75  
Tallahassee, FL 32399-0450  
(850) 414-4383

Tatiana M. Daguillard  
State Local Programs Specialist  
Office of Program Management  
(850) 414-4752  
[tatiana.daguillard@dot.state.fl.us](mailto:tatiana.daguillard@dot.state.fl.us)

Stay informed by signing up for the **LAP Distribution list** via the *LAP Website!*



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3 KB



**image002.jpg**  
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**RFP # 2017-16**  
**Surface Water Treatment Plant**  
**144 Micro Membrane Filter Modules**  
**Friday, December 8, 2017**  
**3:05 P.M.**  
**City Commission Conference Room**

[illegible]

28

Emailed to Sonya Date 12/11/17 11:52





Scinor Water America, LLC  
40 Wall Street, 28<sup>th</sup> Floor  
New York, NY 10005  
800.774.1385  
www.scinor.com

## Commercial Offer

### 1.1 Pricing

Option	Description	Quantity	Unit Price	Total
144 membrane filter modules	<b>SMT600-S26 Micro Module</b>  Notes: - Installation by others - Freight pre-pay & add	144	\$550 USD	\$79,200 USD  # 2880.00 freight

# 82,080.00

### 1.2 Validity

This offer is valid for 60 days from bid opening date.

**The City may elect to purchase additional membranes at the same unit price as contained in this bid for a period of 1 year.**

### 1.3 Incoterms

Freight extra. DDP Jobsite (Port St Joe FL SWTP). Freight pre-paid by Seller and added to purchase price at the rate of \$20 per module.

### 1.4 Lead time

8-10 weeks from order date

### 1.5 Taxes & Duties

Sales tax not included. Provide tax exempt certificate if applicable.

### 1.6 Warranty

10 year pro-rated

This file, proprietary to Scinor Water America, LLC (Hereinafter call SWA), is provided with confidence and no part of this document, whole or otherwise, shall be distributed to any other party without express written consent. No part of this document may be reproduced, duplicated, disclosed, and/or published, in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, without the prior written permission and/or approval of SWA.



## CONSULTING AGREEMENT

**THIS AGREEMENT** is made between the City of Port St. Joe (the "City"), having its principal address at 305 Cecil G. Costin Sr. Blvd., Port St. Joe, Florida 32457 and DES of Florida, LLC, a Florida Limited Liability Company (the "Consultant"), having its principal office at 3023 N. Shannon Lakes Drive, Suite 102, Tallahassee, Florida 32309-2368.

**WHEREAS** the Consultant represents that it is eligible to receive these funds and fully qualified to provide the services identified herein, and;

**WHEREAS** the City seeks to benefit by retaining the Consultant to provide services described herein and the Consultant desires to perform services for the City, as identified in *Exhibit A: TERMS*.

**NOW THEREFORE**, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Consultant agree as follows:

### 1. Consulting Services

The City retains Consultant as provider of the individual who will perform the consulting services specifically set out in *Exhibit A: TERMS* attached to this Agreement and made a part hereof (hereafter referred to as the "Services"). During the term of this Agreement, Consultant agrees to provide such Services according to the milestones and conditions more fully set forth in *Exhibit A: TERMS*. The Consultant shall perform the services faithfully, diligently and to the best of its professional skills and ability. All references to consultant herein shall include the individual provided by Consultant as it pertains to Consultant's duties and obligations hereunder.

### 2. Compensation

- a. In consideration of the Services to be provided by Consultant to the City hereunder, the City shall pay to Consultant an amount not to exceed the amount indicated for personnel services and travel in each *TERMS* issued under *Exhibit A*. The fee shall be invoiced and paid according to the schedule set forth in each *TERMS* under *Exhibit A*.
- b. No overtime or paid time off will be required in performing Services.
- c. All expenses, including travel, must be pre-approved by the City and will be reasonable, verifiable, and documented.
- d. The City shall reimburse Consultant for reasonable travel and other expenses that Consultant incurs relating to performing Services, subject to and in accordance with Section 112.061, Florida Statutes and applicable City policy, and upon pre-approval pursuant to Section 2(c).
- e. To obtain reimbursement, Consultant shall submit to the City invoice(s) containing sufficient detail for processing and audit, to include:
  - Name of Consultant
  - Date of invoice
  - Invoice number
  - Reference number as indicated in header of this Agreement
  - Period of performance covered by invoice
  - Description of services
  - Current invoice amount

### 3. Term

The Term of this Agreement is from May 1, 2018 through April 30, 2019. The term may only be modified or extended by mutual written agreement of the parties.

**4. Confidentiality**

- a. In providing Services to the City pursuant to this Agreement, the Consultant may acquire information that pertains to the City's products, processes, equipment, programs, developments, technology, collaborations, business, operations, employees, financial condition or plans and that is disclosed or made known by the City to the Consultant, or generated by the Consultant while performing the Services hereunder ("Proprietary Information"). The Consultant agrees not to disclose any Proprietary Information to third parties or to use any Proprietary Information for any purpose other than performance of Services pursuant to this Agreement, without prior written consent of the City.
- b. Proprietary Information subject to Section 4(a) does not include information that: (i) is or later becomes available to the public through no breach of this Agreement by the Consultant; (ii) is lawfully obtained by the Consultant from a third party who had the legal right to disclose the information to the Consultant; (iii) is already in the possession of the Consultant on the date this Agreement becomes effective, as documented by the Consultant's written records; or (iv) is required to be disclosed by law, government regulation or court order, provided that the Consultant shall give the City prompt written notice (and in any event prior to any disclosure) in the event that the Consultant believes that the Consultant is required by law, government regulation or court order to disclose such information and that the Consultant shall use all reasonable efforts to limit the scope of such disclosure to the extent permitted by applicable law.
- c. This Agreement and its terms, conditions, provisions and contents shall be kept strictly confidential and shall not be disclosed by either party hereto to any person except such party's employees, attorneys, accountants, financial advisors, and advertising agencies who have a need to know such information, except in the case of a proceeding surrounding a dispute under this Agreement or as may otherwise be required by court order or applicable law.
- d. The Consultant shall not publish, nor submit for publication, any work directly arising out of the provision of Services without prior written approval from City.

**5. Return of Materials**

The Consultant agrees to promptly return, following the termination of this Agreement or upon earlier request by the City, all written materials, if any, in the Consultant's possession (i) supplied by the City in conjunction with the Services under this Agreement or (ii) generated by the Consultant in the performance of Services under this Agreement.

**6. Termination**

This Agreement may be terminated by either party, upon thirty (30) days prior written notice to the other; provided that if Consultant terminates this Agreement, Consultant shall, in accordance with the terms and conditions hereof, nevertheless wind up any pending assignments in an orderly fashion.

Upon termination of this Agreement for any reason, Consultant shall be entitled to receive such compensation and reimbursement, if any, accrued under the terms of this Agreement, but unpaid, as of the date Consultant receives notice to cease work under this Agreement. Consultant shall be reimbursed for any non-cancellable obligations, any cancellation penalties, and any expenditure reasonably made to perform the Services that were to occur absent the termination.

**7. Intellectual Property and Proprietary Rights**

- a. The term Proprietary Rights as used in this Agreement shall mean all trade secret, patent, copyright, mask work and other forms of intellectual property rights throughout the world.
- b. The Consultant hereby assigns and agrees to assign in the future (such as when any such Proprietary Rights are first reduced to practice, or first fixed in a tangible media within the meaning of U.S. Copyright law) to the City all right, title and interest in and to any and all inventions or works of authorship (and all Proprietary Rights with respect thereto) whether or not patentable or registered under copyright or similar laws or statutes, made or conceived or reduced to practice or learned by Consultant either alone or jointly with others, in the performance of Services for the City. Inventions assigned to City or to a third party at City's direction pursuant to this section are hereinafter referred to as City's Inventions.
- c. The Consultant agrees and acknowledges that all original works of authorship which are created by Consultant (solely or jointly with others) in the performance of Services for the City and which are protected or protectable by copyright are "works made for hire" and are the property of the City pursuant to copyright law.
- d. The Consultant shall assist the City in every proper way to obtain, and from time to time to enforce, any Proprietary

Rights relating to the City Inventions and works in all countries, upon the City's request. The Consultant shall execute verify and deliver such proper documents and perform such other actions as the City may reasonably request for use in applying for, obtaining, perfecting evidencing, sustaining, maintaining and enforcing such Proprietary Rights and assignment thereof.

- e. Any Proprietary Rights, intellectual property, works, inventions and technologies of the City and Consultant existing prior to the execution of this Agreement are their separate property, respectively, and are not affected by this Agreement. Neither party shall acquire any claims to or rights in any Proprietary Rights, intellectual property, works, inventions and/or technologies that were in existence prior to the execution date of this Agreement.

#### 8. **Independent Contractors**

The relationship created by this Agreement shall be that of independent contractors. The Consultant is not an employee of the City and shall not be entitled to City benefits. The Consultant shall have no authority to bind or act as agent for the City or its employees for any purpose. Nothing contained in this Agreement shall be construed to create a joint venture, partnership, or other like relationship between the parties. Any income taxes levied on payments to be made to Consultant hereunder shall be exclusively borne by Consultant. Consultant agrees to indemnify and hold harmless the City against and in respect of any taxes which City may be required to pay to government authorities on behalf Consultant for activities related to this Agreement.

#### 9. **No Assignment.**

Neither party may assign this Agreement or any interest herein, or delegate any of its duties hereunder, to any third party without the other party's prior written consent. Any attempted assignment or delegation without such consent shall be null and void.

#### 10. **No Use of the City of Port St. Joe Name**

The Consultant will not use the City's name in any commercial advertisement or similar material used to promote or sell products or services, unless the Consultant obtains the written consent of the City in advance of such use.

#### 11. **Liability and Indemnity**

Consultant assumes any and all risks of personal injury and property damage with respect to the negligent acts or omissions of Consultant, its officers, employees, servants, and agents, or other persons acting or engaged to act by Consultant in furtherance of Services under this agreement. Except for the sole negligence acts or omissions of the City, the Consultant agrees, at its sole expense, to defend the City, and to indemnify and hold the City harmless from, any claims or suits by a third party against the Consultant or City or any liabilities or judgments based thereon, arising from or relating to the Consultant's performance of services under this Agreement.

#### 12. **Records**

Consultant agrees to keep and maintain, separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its activities and obligations pursuant to this Agreement. Such records (including books, ledgers, journals, and accounts) shall contain all entries reflecting the business operations under this Agreement. The City or its authorized agent shall have the right to audit and inspect such records from time to time during the Term, upon reasonable notice to Consultant and during Consultant's ordinary business hours. The City may terminate this Agreement at any time for refusal by Consultant to allow public access, that may be mandated by law, to all documents, papers, letters, or other non-exempt materials made or received by Consultant or the City in conjunction with this Agreement.

#### 13. **No Conflicting Obligations**

Consultant represents that its performance of this Agreement does not and will not breach or conflict with an agreement or conflict with any current or previous customer, employer or third party.

#### 14. **No Discrimination**

Consultant agrees that it will not discriminate and will require that any subcontractor not discriminate against any employee or applicant for employment for work under this Agreement because of race, religion, color, sex, disability, national origin,

ancestry, physical handicap, or age, and will take affirmative steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, religion, color, sex, disability, national origin, ancestry, physical handicap, or age.

**15. Force Majeure**

Except as otherwise provided herein, neither party shall be obligated to perform, and neither party shall be deemed to be in default of its performance, if prevented by: (a) fire, earthquake, hurricane, wind, flood, act of God, riot, or civil commotion, (b) any law, ordinance, rule, regulation, or order of any public or military authority stemming from the existence of economic or energy controls, hostilities, war, or governmental law and regulation, or (c) labor dispute which results in a strike or work stoppage affecting the performance under this Agreement.

**16. Public Entity**

Port St. Joe, a public agency subject to Chapter 119, Florida Statutes, is entitled to protection under Florida Statute 768.28.

Effective July 1, 2013, the Florida Legislature enacted §119.0701. This statute requires that all contractors who provide governmental services shall comply with Florida's public record laws with respect to services performed on behalf of the City. Specifically, the statute requires that contractors:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that a public agency would provide the records and at a cost that does not exceed the cost provided by Chapter 119 of the Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of City.

**IF DESF HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, James A. Anderson, AT City of Port St. Joe, 305 Cecil G. Costin Sr. Blvd., Port St. Joe, Florida 32427, Telephone: 850-229-8261, Ext. 130, or by email at [janderson@psj.fl.gov](mailto:janderson@psj.fl.gov)**

The failure of the Contractor to comply with the provisions set forth in this Article, if applicable, shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to City.

**17. Notices**

All notices required or permitted to be given pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, or by generally recognized, prepaid, overnight air courier services, to the address and individual set forth below, with copy sent via e-mail.

To City:	To Consultant:
<p>Mr. James A. Anderson City Manager City of Port St. Joe 305 Cecil G. Costin Sr. Blvd. Port St. Joe, FL 32457 Office: 850-229-8261, Ext. 130 Fax: 850-227-7522 Email: <a href="mailto:janderson@psj.fl.gov">janderson@psj.fl.gov</a></p>	<p>Mr. Roy F. DeCastro Managing Partner DES of Florida, LLC P.O. Box 13935 Tallahassee, FL 32317-3935 Phone: 850-893-1315 Cell: 850-508-1400 Toll free: 800-337-3521, Ext. 101 E-mail: <a href="mailto:rdecastro@desfsolutions.com">rdecastro@desfsolutions.com</a></p>

The designation of the individuals to be so notified and the addresses of such parties set forth above may be changed from time to time by written notice to the other party in the manner set forth above.

**18. Waiver and Remedies**

No failure or delay by a party hereto to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of this Agreement, but every term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. The remedies provided in this Agreement are cumulative and not exclusive of the remedies provided by law or in equity.

**19. Entire Agreement**

This Agreement supersedes all contemporaneous oral agreements and/or discussions and all prior and/or prior oral and written communications and understandings of the parties relating to the subject matters hereof and constitutes the entire agreement between the City and the Consultant with respect to the subject matters of this Agreement.

**20. Modification**

This Agreement may not be modified in any respect by any verbal statement, representation, or agreement made by any employee, officer, or representative of the City, or by any written documents unless it is signed by an authorized officer of the City and by the Consultant.

**21. Governing Law, Jurisdiction, and Venue**

This Agreement shall be governed by the laws of the State of Florida without regard to its conflict of law principles. Jurisdiction and venue for any action to construe or enforce the terms of this Agreement shall be in the state and federal courts located in and for Leon County, Florida.

**21. Arbitration**

If a dispute relates to this Agreement, or its breach, and the parties have not been successful in resolving such dispute through negotiation within forty-five (45) days' written notice by one Party to the other of the existence of a dispute, the parties shall submit the dispute, as the exclusive remedy, to the American Arbitration Association for binding arbitration before a sole arbitrator pursuant to the Commercial Arbitration Rules. The arbitrator shall be mutually agreeable to the parties. Each party shall bear its own expenses, including costs and attorney's fees, related to the arbitration and equally share the expenses of the arbitrator; provided the arbitrator shall, as part of the arbitration award, have the authority to award reasonable attorney's fees to the substantially prevailing Party.

Nothing in this article shall be construed to preclude any party from seeking injunctive relief in order to protect its rights to and pending arbitration



**22. Severability**

If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable this entire Agreement, but rather this entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties shall be construed and enforced accordingly.

**23. Signatures**

This Agreement is not binding on the parties until it has been signed by the authorized representatives of each party.

**24. Captions and Heading**

The captions and headings used herein are not a part of this Agreement, but are merely guides or labels to assist in locating and reading the several articles, sections and paragraphs herein.

**25. Counterparts**

This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document. A facsimile signature to this Agreement shall be deemed and treated for purposes of execution to be as valid as an original signature hereto.

**IN WITNESS WHEREOF**, the parties have executed this Agreement effective as of the date first stated in Article 3.

**City of Port St. Joe**

**DES of Florida, LLC**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: **Mr. Bo Patterson**

Print Name: **Mr. Roy DeCastro**

Title: Mayor / Commissioner

Title: Managing Partner

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A: TERMS****AGREEMENT BETWEEN DES OF FLORIDA, LLC AND THE CITY OF PORT ST. JOE**

**Position:** Crime Analyst

**Term:** May 1, 2018 through April 30, 2019.

**Scope of Work:** The purpose of this scope of work is to capture the primary duties performed by this administrative position. It is not all encompassing and may change as needed. The person in the position is not authorized to carry a gun/firearm.

**Knowledge, Skills, Abilities and Responsibilities:**

- Knowledge of the:
  - a. principles and techniques of effective communication;
  - b. criminal justice system; and
  - c. methods of policing and police data collection.
- Ability to:
  - a. collect, evaluate and analyze crime data;
  - b. interpret law enforcement data; utilize problem-solving techniques;
  - c. operate personal computers and other office equipment;
  - d. review, analyze and document submitted property and evidence;
  - e. research and analyze intelligence information and data from various software, databases and websites regarding criminal activity;
  - f. review incident and investigative reports while assuring their accuracy, completeness and grammatical correctness;
  - g. safeguard the integrity of the chain-of-custody for evidence and criminal justice information; and
  - h. organize investigative case files for police officers.
- Assist in the preparation and presentation of testimony by police officers for judicial proceedings.
- Provide expert guidance, instruction, and/or information to police officers regarding incident reports, investigative reports and case files.
- Assist in determining the need for further investigation, plan of inquiry and direction of investigation.
- Work with the community in order to make the town safer and to decrease the likelihood of future crimes.

**Cost/Fees:** The total cost of these services for the term of the Agreement, excluding expenses and travel, shall not exceed \$50,350.00 [based upon 29 work hours per week for the term of the Agreement]. Invoices will be billed monthly at a rate of \$33.36 per billable hour. Payment of invoices is due within thirty (30) days of receipt of an acceptable invoice. Without exception, the fees listed in this Exhibit A to the Agreement shall be in effect throughout the Term of the Agreement. No overtime will be required in performing the services. All expenses, including travel, will be reasonable, verifiable and documented and must be pre-approved by the City of Port St. Joe. The total cost does not include any Paid Time Off (PTO).