June 4, 2019
Regular Meeting
12:00 Noon
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 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 2775 Garrison Avenue Tuesday June 4, 2019

1 uesday June 4, 2019	
Call to Order	
Consent Agenda	
Minutes	
• Regular Meeting 5/21/19	Pages 1-4
Bldg. Department	
• Update	Page 5
PSJRA- Update	
City Attorney	
Boat Dockage Agreement- Update	
• Ord. 550 Golf Cart Ordinance	<b>Pages 6-13</b>
<ul> <li>2<sup>nd</sup> Reading &amp; Consideration of Adoption</li> </ul>	
<ul> <li>Ord. 555 Voluntary Annexation of Parcel #04272-000R</li> </ul>	
o Continuance	
Ord. 556 Small Scale Plan Amendment Parcel #04272-000R	
o Continuance	<b>D</b>
Medical Marijuana Ordinance- Draft      Diagram Baseman Control of Control	Pages 14-16
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Old Business	
• July 4 <sup>th</sup>	
o Events	
• FEMA Damage Assessment Report- Update	
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• Lease of City Property for an Ice Machine- Henry Rackley	
Public Works	
• Update	
Surface Water Plant	
• Update	

Waste Water Plant
• Update

#### **Finance Director**

• Update

#### **City Engineer**

- Frank Pate Park Task Order- Update
- Trail Lighting/Upgrades Grant- Update
- Baltzell Ave. Paving- Update

#### **Code Enforcement**

• Update

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#### **Police Department**

• Update

#### 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, May 21, 2019, at Noon.

The following were present: Mayor Patterson, Commissioners Ashbrook, Hoffman, Langston, and Lowry. City Manager Jim Anderson, City Clerk Charlotte Pierce, and Attorney Adam Albritton 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 of May 7, 2019, and the Special Meeting of May 15, 2019. All in favor; Motion carried 5-0.

**Building Department Update – Kelly Simpson** updated the Commission on the number of permits that have been issued by the Building Department since Hurricane Michael: Demolition Permits 55; Residential Reroof 312; Commercial Reroof 50; Residential Remodel 219; Commercial Remodel 18; Temporary Power Poles 40; Electric Service Repair 94; Accessory Structures 17; New Single Family Structures 7; Temporary Structure Permits 27, and Increased Cost of Compliance Letters 25.

Port St. Joe Redevelopment Agency Update - There were no updates.

#### City Attorney -

Ordinance 555 Voluntary Annexation of Parcel #04272-000R; First Reading:

Public Comment - No one from the public spoke.

A Motion was made by Commissioner Ashbrook, second by Commissioner Hoffman, to have the First Reading of Ordinance 555. All in favor; Motion carried 5-0.

Attorney Albritton read Ordinance 555 by Title only.

A tentative Workshop with the Gulf County Board of County Commissioner has been set for Thursday, May 30, 2019, at 4:00 P.M., to discuss the annexation of this parcel.

Ordinance 556 Small Scale Plan Amendment Parcel #04272-000R: First Reading:

Public Comment - No one from the public spoke.

A Motion was made by Commissioner Ashbrook, second by Commissioner Hoffman, to have the First Reading of Ordinance 556. All in favor; Motion carried 5-0.

Attorney Albritton read Ordinance 556 by Title only.

Ray Greer, representing Zack Ferrell, shared this is a 9 acre parcel that is adjacent to City property and was requesting that the Land Use and Zoning be changed to R4. He noted surrounding property is zoned as R-4 and his client is requesting the same for this property. The new designation would allow 30 units per acre, up to 60' in height (four stories), and a maximum of 170 units.

Boat Dockage Agreement Update – A Motion was made by Commissioner Hoffman, second by Commissioner Ashbrook, to Table this item. All in favor; Motion carried 5-0.

The St. Joe Company would like to have representation at the June 4, 2019 meeting.

#### CITY MANAGER'S REPORT - Jim Anderson

#### **Old Business**

July 4th - Fireworks Location; Events:

Fireworks - Mr. Anderson noted there were two locations available, Clifford Sims Park or Frank Pate Park Area. A Motion was made by Commissioner Ashbrook, second by Commissioner Lowry, to use Clifford Sims Park. All in favor; Motion carried 5-0.

Mr. Anderson shared that he has not received any paperwork for the July 3, 2019, event. He has asked Cora Curtis to have all paperwork to him by close of business on May 31, 2019, so that it can be included in the Agenda for June 4, 2019.

Street Dance – Gulf County Commissioner, Sandy Quinn, is heading this event up and is working with Mr. Anderson on it.

RFQ 2019-01 Grant Writing Services – A Motion was made by Commissioner Langston, second by Commissioner Hoffman, to Table this item. All in favor; Motion carried 5-0. Two Request for Qualifications have been received and are under review by Staff.

FEMA Damage Assessment Report Update – 102 structures have been identified as having substantial damage. Once Staff reviews the data, letters will need to be mailed to each of the homeowners.

NRDA Stormwater Grant – Funds will be provided by the FL DEP, as a pass through to the Northwest Florida Water Management District, in the amount of \$906,000 for stormwater improvements. The purpose of the funding will be to clean up the runoff water before it goes to St. Joe Bay.

Community Garden – Commissioner Langston, on behalf of the Garden Club, requested support from the City for five years with financial assistance and insurance for the Community Garden. A Motion was made by Commissioner Ashbrook, second by Commissioner Hoffman, for this expenditure to be set up as non-departmental expense. All in favor; Motion carried 5-0. Commissioner Langston thanked those working on the project for their help and the support of the Commission.

#### **New Business**

City Facebook Page - Commissioner Hoffman:

A Motion was made by Commissioner Hoffman, second by Commissioner Lowry, to establish a City Facebook page for information purposes only. All in favor; Motion carried 5-0. The site will be created in house, and the employee is to be compensated for time spent after hours on the site.

Juneteenth Fee Waiver Request - Commissioner Langston:

Mr. Anderson announced that a generous donation had been received for the event and the fee waiver would not be needed.

League of Cities Annual Conference - Commissioner Ashbrook:

Reminded the Commissioners of the conference to be held August 15 - 17, 2019, and encouraged them to attend. He also announced that he had been appointed to the Board of Directors for the Northwest Florida league of Cities and asked for leniency on travel.

**Public Works – John Grantland** shared that 11 of the 12 sewer system panels have been installed, and three additional lift stations will need more extensive work.

Chester Davis asked about a sewer issue on the Foxworth property and Mr. Grantland stated it was worked on.

**Surface Water Plant – Larry McClamma** was at the plant and unable to attend the meeting. A Motion was made by Commissioner Ashbrook, second by Commissioner Lowry, to approve the purchase of a sole source pump from Vanton in the amount of \$15,866. These funds are in the budget. All in favor; Motion carried 5-0.

**Wastewater Plant – Kevin Pettis** shared the pond looks good, the bacteriological dredging is going well, and they will not be discharging in June due to the pond level. He noted the approved pumps have been ordered for the headworks.

**Finance Director – Mike Lacour** continues to work with FEMA and our insurance carrier on hurricane damage. Two more projects have been costed and the financials are in good shape.

#### City Engineer - Clay Smallwood, III

Frank Pate Park Task Order Update – Advertising should be done later this week and the work should begin in July.

*Trail Lighting / Upgrades Grant Update* – Revisions continue on the project, as there is a new schedule of what is needed for the grant.

Baltzell Avenue Paving Update - Work should begin this week on the area near the Tennis Courts.

Mr. Smallwood shared that they are working on a solution for the Buck Griffin Lake repair expenses.

Code Enforcement no action was required.

**Police Department – Chief Matt Herring** did not have anything on the Agenda to discuss. He did note this is the last week of school and kids will be out and about. Chief Herring reminded everyone of the vacation security check that is offered by his department and asked that citizens call them at 227-1414, if they would like to utilize this opportunity.

City Clerk - Charlotte Pierce did not have anything to discuss.

#### Citizens to be Heard -

Robert Branch asked about the NRDA Stormwater Grant that had been discussed earlier. Mr. Anderson responded that no final decisions have been made at this point and noted that the premises of the grant is for cleaner water before empting into St. Joe Bay. Robert cautioned the Commission about what happened with the ditch area during Hurricane Michael. Mr. Branch also asked if any progress had been made to change the time of the Commission meetings.

Chester Davis shared that the Juneteenth Celebration will be featuring 50 children that Keion McNair is teaching, and they are looking for donations for the event. He asked that the Police Department have a booth and provide security for the event. He also asked that the bathrooms and air conditioning be checked, and thanked the Commission for their support. Mr. Davis shared his concern about more traffic in the area and would like to talk with Chief Herring about this issue.

Marvin Davis asked about the time of the Commission meetings and possibly going back to the 6 P.M. time. Commissioner Hoffman stated that he was flexible, and would like to see a survey on the City's Facebook page to see what the best time for residents is. Commissioner Lowry noted noon works best for staff and he is flexible. Commissioner Ashbrook noted the City meets at noon, unlike the county that meets in the morning.

Mr. Davis asked about the debris pickup date, and if there was a plan to rebuild homes where vacant lots are. Commissioner Ashbrook shared that the SHIP and SAIL programs through Gulf County might be a resource for help. Mr. Anderson noted the City will be picking up yard debris until BCC takes over on October 1, 2019.

#### **Discussion Items by Commissioners**

Commissioner Langston expressed his appreciation for the support he received in the recent election, and thanked Mrs. Studstill for the way she ran her campaign.

He asked that the alley way from Clifford Sims Drive to the Washington Recreation Center be cleaned before the summer program begins.

Commissioner Ashbrook inquired about the ESAD (Gulfaire) Sewer Rate Study. Mr. Anderson noted that the City has signed off on a Task Order with Andy Burton of STANTEC for this to be done.

He also asked that the MLK Rezoning Project remain on the Agenda for each meeting. Mr. Anderson shared that the FL Department of Economic Opportunity is currently reviewing the plan and he hopes to have something soon.

Commissioner Lowry did not have anything to discuss.

Commissioner Hoffman stated that he supports the Juneteenth Celebration and encouraged everyone to attend the festivities.

Mayor Patterson also encouraged everyone to attend the Juneteenth Celebration.

A Motion was made by Commissioner Ashbrook, second by Commissioner Langston, to adjourn the meeting at 12:55 P.M.

Approved this day of	2019.	
James "Bo" Patterson, Mayor		Date
Charlotte M. Pierce, City Clerk		Date

#### June 4, 2019

**Demolition Permits: 0** 

Residential Reroof: 9

Commercial Reroof: 0

Residential Remodel: 7

Commercial Remodel: 1

Temporary Power Poles: 1

Electric Service Repair: 7

**Accessory Structures: 1** 

New Single Family Structures: 1

**Temporary Structure Permits: 0** 

Increased Cost of Compliance Letters: 1

#### **ORDINANCE NO. 550**

AN ORDINANCE OF THE CITY OF PORT ST. JOE, FLORIDA AUTHORIZING THE USE OF GOLF CARTS UPON DESIGNATED MUNICIPAL STREETS SUBJECT TO SPECIFIED RESTRICTIONS; PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING FOR REPEAL OF ALL PREVIOUS ORDINANCES RELATED TO GOLF CART USE UPON DESIGNCATED STREETS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 316.212, Florida Statutes, permits municipalities to allow golf carts to be operated upon municipal streets provided that the local government first determine that golf carts may safely travel on or across such public roads or streets upon considering such factors as the speed, volume, and character of motor vehicle traffic using those roads or streets in question; and

WHEREAS, Section 316.212, Florida Statutes, requires that golf carts may only be operated on such public roads or streets during the hours between sunrise and sunset, unless the governmental agency specifically determines that such golf carts may also operate during the hours between sunset and sunrise and the golf cart is equipped with headlights, brake lights, turn signals and windshield; and

WHEREAS, the City of Port St. Joe has determined that golf carts may safely be operated on or across certain roads or streets within the city limits, after the consideration of the speed, volume, and the character of motor vehicle traffic on the relevant roads or streets; and

WHEREAS, the City desires to provide additional regulations for the operation of golf carts on designated roads and streets in Port St. Joe, Florida; and

WHEREAS, the City believes that regulations proposed in this ordinance promote and enhance the health, safety and welfare of its citizens.

**NOW THEREFORE**, BE IT ENACTED BY THE CITY OF PORT ST. JOE, FLORIDA, AS FOLLOWS;

- **SECTION 1. AUTHORITY.** The City of Port St. Joe has authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida, Chapter 166, Florida Statutes, and Section 316.212, Florida Statutes.
- **SECTION 2.** A new Article III of Chapter 66, Traffic and Vehicles, of the Code of Ordinances of the City of Port St. Joe, Florida, is hereby adopted as follows:

#### **ARTICLE III**

#### **GOLF CARTS ON PUBLIC CITY STREETS**

#### Sec. 66-62. <u>TITLE; AUTHORITY</u>.

- **A.** This Article shall be known and may be cited as the "City of Port St. Joe Golf Cart Ordinance."
- **B.** The city has the authority to adopt this article pursuant to Article VIII of the Constitution of the State of Florida, Chapter 166, Florida Statutes and Section 316.212, Florida Statutes.

#### Sec. 66-63. DEFINITIONS.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in the section, excepts where the context clearly indicates a different meaning:

- A. Golf cart as defined in F.S. §320.01, means a motor vehicle that is designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of 20 miles per hour.
- B. Designated roadways mean those roads identified by the City as being safe for operation of golf carts in accordance with all requirements for operation set forth in this division.
- C. *Driver's license* means a valid license issued to operate a motor vehicle issued by the State of Florida or any other state.
- D. *Inspection* shall mean a safety evaluation of each registered golf cart by the City of Port St. Joe Police Department confirming that the golf cart meets the minimum requirements of this division.

#### Sec. 66-64 <u>USE OF GOLF CARTS ON DESIGNATED ROADWAYS.</u>

Golf carts meeting all requirements of this division may be operated as follow:

- A. Golf Carts shall be allowed to legally travel on all City roads with the exception of Garrison Avenue and Long Avenue unless, such travel is done to access the next side street but, at no time, shall travel on Garrison Avenue and Long Avenue be for more than two (2) City blocks.
- B. It shall be unlawful to operate a golf cart upon a state highway unless otherwise authorized pursuant to Section 316.212(s), Florida Statutes, or any other applicable State statute.
- C. Golf carts shall not be operated on private property, unless authorized by the property owner, or on sidewalks, bicycle paths, swales, or trails. Golf carts shall not be operated on any roadway where the designated speed limit is greater than

thirty (30) miles per hour, or on any state or county roadway, except to cross at designated intersections for immediately reaching the next designated roadway.

#### Sec. 66-65 GOLF CART OPERATION.

Golf carts operating on designated roadways shall be subject to the following restrictions:

- A. *Hours of operation*. Golf carts may be operated on designated roadways only during the hours between sunrise and sunset.
- B. *Driving after Sunset*: Golf carts which are properly equipped pursuant to Florida Statute 316.212 and this Ordinance shall be allowed to operate from sunset until midnight. The City Commission may, by resolution, temporarily authorize the operating of golf carts on designated roadways between midnight and sunrise.
- C. Licensed driver. Golf carts operating on designated roadways must be operated by a person who is at least sixteen (16) years of age, and who possesses a valid driver's license. Persons who possess a valid learner's permit may operate a golf cart on designated roadways when accompanied by a licensed driver of at least eighteen (18) years of age.
- D. Pursuant to Florida Statute 316.212(7), a golf cart may not be operated on public roads or streets by any person under the age of 14.
- E. Maximum speed. Golf carts operating on designated roadways shall not exceed twenty (20) miles per hour.
- F. Compliance with traffic laws. Golf carts shall be operated in accordance with all applicable local and state traffic regulations. Golf carts shall stay to the far right of any designated roadway and shall yield the right-of-way to overtaking drivers. Golf carts shall not obstruct or impede normal traffic flow.
- G. Occupants. The number of occupants in a golf cart operated on designated roadways shall be limited to the number of seats on the golf cart. No occupants of a golf cart shall stand at any time while the golf cart is in motion.
- H. Consistent with Florida Statute 316.613, children aged through three (3) years shall be restrained in a properly attached and separate federally approved child restraint device and children aged four (4) through five (5) years must be restrained with a seat belt.
- I. Alcohol. All state regulations governing the use and possession of alcoholic beverages while operating a motor vehicle shall apply to the operation of golf carts on designated roadways.

J. Any person operating a golf cart on any town street does so at his own risk and must operate such vehicle with due regard for the safety and convenience of other motor vehicles, bicyclists and pedestrians. The city in so designating certain city streets for the operation of the golf carts extends such operating privileges on the express condition that the operator of such golf cart undertakes such operation at his own risk and assumes total liability for operating the vehicle on city streets. The registered owner of the golf cart agrees to defend, release, indemnify and hold harmless the City of Port St. Joe, its officials and employees for any and all claims, demand, damages or losses, including reasonable attorney's fees and all costs of defending any claims, demand, or damages arising from the operation of said golf cart.

#### Sec. 66-66 GOLF CART REQUIRED EQIPMENT

All golf carts operated on designated roadways shall be in compliance with Florida Statute 316.212(6) and maintain the following equipment in good working order:

- A. Efficient brakes;
- B. Reliable steering apparatus;
- C. Safe tires;
- D. Rearview mirrors;
- E. Red reflectorized warning devices, both in the front and rear;
- F. Headlights;
- G. Brake lights;
- H. Turn Signals; and
- I. Windshield.

#### Sec.66-67 INSPECTION AND REGISTRATION OF GOLF CARTS

All golf carts operating on designated roadways in the City of Port St. Joe shall be registered and inspected as follows:

A. Golf carts shall be registered by the owner of the golf cart on a form prescribed by the police chief or the police chief's designee. The owner shall pay an annual registration fee of ten dollars (\$10.00) and shall be issued a registration decal which shall be affixed to the golf cart. Decals shall be issued annually and are valid for one year after issuance. Owners who are age sixty-five (65) or older shall pay a

one-time registration fee and thereafter shall not be required to pay the annual fee as set forth herein upon submission of proof of payment of the one-time fee.

- B. Prior to issuance of a registration decal, golf cart owners shall be required to provide (i) proof of ownership and (ii) a valid driver's license.
- C. At the time a golf cart owner registers a particular golf cart, the police department, or the police chief's designee, shall inspect the golf cart to ensure the required equipment is installed and working properly. In the event the golf cart fails inspection, each additional inspection shall be five dollars (\$5.00).
- D. At such time the owner of the golf cart seeks to apply for or, renew the annual registration the golf cart owner shall be required to execute and submit an affidavit of compliance attesting that the equipment required by this Ordinance is installed and working properly. The affidavit shall be required as a condition to the issuance of the annual registration decal. Such affidavit of compliance shall be on a form prescribed by the police chief or the police chief's designee.
- E. Lost or stolen registration decals are the responsibility of the golf cart owner. A police report shall be filed in the event of a lost or stolen decal. The police chief or the police chief's designee shall have the discretion to determine whether a replacement decal may be issued. If no existing registration information is available, the police chief may direct the golf cart owner to reapply and to repay any required fees prior to a replacement decal being issued.
- F. Proof of registration shall be kept on the golf cart at all times when being operated within the jurisdiction of the City.
- G. Operation of a golf cart without complying with this section shall be a violation of this Ordinance and the penalty shall be as follows;
  - I. Driving a golf cart without current City registration:

First Offense: WARNING
 Second Offense: \$100.00

3. Third Offense: \$200.00, and registration revoked for 1 year.

II. Driving a golf cart with a revoked registration shall result in a fine of \$250.00, and permanent revocation of the owner's registration.

#### Sec. 66-68 ENFORCEMENT.

Violations of this Ordinance shall be enforced by the officers of the Police Department pursuant to Florida Statute 316.640 as well as those duly employed by the City as Code Enforcement Officers.

#### Sec. 66-69 VIOLATIONS AND PENALTIES.

A. Any person violating Section 2(a) and (e), Section 3(b)-(c), and Section 5 hereof, except where a penalty is specifically prescribed for that particular violation, shall be issued a City of Port St. Joe Civil Citation (or notice of violation) with the following fine amount;

I.	First Violation	WARNING
II.	First Violation after Warning	\$100.00
III.	Second Violation within eighteen (18) months	\$200.00
IV.	Third Violation within twenty-four (24) months	\$300.00

- V. More than 3 violations within twenty-four (24) months shall result in revocation of registration.
- B. All other violations of this Ordinance shall be considered non-criminal infraction, punishable pursuant to Chapter 318, Florida Statute or other applicable Florida Statute.
- C. The use of a golf cart resulting in violations of the state "uniform traffic control" statute and the state "uniform disposition of traffic infractions act" are enforceable according to Florida Statute Chapter 316 and 318.
- D. In addition to any fine levied under this section, the City may bring civil suit to restrain, enjoin, or otherwise prevent the violation of this Article in a court of competent jurisdiction. If the City brings suit to restrain or enjoin or to otherwise prevent the violation of this article, the City is entitled to recover its reasonable attorneys' fees and court costs from the named defendant in the action.
- E. Any person receiving a civil citation pursuant to this Article may, within thirty (30) days of the date of the notice of violation;
  - I. Pay the assessed civil penalty pursuant to instructions on the notice of violation; or
  - II. Contest (or appeal) the notice of violation and request a hearing thereon within thirty (30) days of receiving a notice of violation of this ordinance. Should the trier of fact determine that this ordinance has been violated, said person shall be subject to a fine of up to the maximum allowed by law along with being required to pay all costs incurred by the City in the prosecution of such violation.

- F. Upon receipt of an appeal, the City shall schedule a hearing before the Special Magistrate to occur not less than 60 days after the City's receipt of the appeal request; provided, however, that the Chief of Police or his designee may void or dismiss the notice of violation being appealed if the Chief of Police or his designee determines based on a review of the appeal that there does not exists probable cause to believe that the appellant committed a violation of this Article. Written notice of a dismissal shall be provided to the appellant. Otherwise, the City shall mail notice of the hearing to the appellant no less than fourteen (14) days prior to the date of the hearing, and such notice shall be sent by first class U.S. mail. After such hearing, the Special Magistrate shall issue a written order granting or denying the appeal and a copy of such order shall be hand delivered to the appellant at the hearing or sent within three (3) days thereafter by First class U.S. mail to the appellant. If the appeal is denied, the applicable civil penalty and administrative charges determined by the Special Magistrate shall be due and payable within ten (10) days after the Hearing Board's issuance of its order.
- G. If a person who has received a notice of violation fails to pay the assed civil penalty or request a hearing within thirty (30) days, they shall be adjudged to have violated this article and the appropriate civil penalty shall be imposed. The City Manager is hereby authorized to pursue all necessary collection methods in furtherance of this section.
- H. The City staff is hereby authorized to pursue collection activities relative to fines imposed against those who violate this ordinance in such manner, and using such processes, as may be in the best interests of the City and may authorize collection agencies and the City Attorney to pursue collections in a manner consistent with controlling law. This shall include, but is not limited to, the methods outlined within Florida Statute Chapter 28.

**SECTION 3. CODIFICATION.** It is the intention of the City Commission of the City that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City; and that sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "chapter," "section," "article," or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in the Code is accomplished, sections of this Ordinance may be renumbered or re-lettered and the correction of typographical errors which do not affect the intent may be authorized by the City Manager, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 4. CONFLICTS AND REPEALER. This Ordinance shall be cumulative of all provisions of the Ordinances of the City of Port St. Joe, Florida, except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinances, in which event all Ordinances or parts thereof in conflict with this Ordinance are hereby repealed to the extent of such conflict. The City hereby specifically repeals all previously adopted Ordinances related to the use and operation of Golf Carts upon city streets which include, but are not limited to those which are listed in Article III, Section 66-51 through 66-61.

by any Court of competent jurisdiction, such p	is for any reason held invalid or unconstitutional ortion or application shall be deemed a separate, lding shall not affect the validity of the remaining
SECTION 6. EFFECTIVE DATE day of, 20	This Ordinance shall become effective on the
This Ordinance shall become effective of the City of Port St. Joe, Florida, City Council.	on the date prescribed above upon its adoption by
PASSED on First Reading	
NOTICE published on	
PASSED on Second and Final Reading	
ATTEST:	CITY OF PORT ST. JOE
CITY CLERK	MAYOR
APPROVED AS TO FORM AND CONTENT:	
J. ADAM ALBRITTON, CITY ATTORNEY	
Approved as to form for the Reliance of the City of Port St. Joe only:	
J. Adam Albritton, City Attorney	

SECTION 5. SEVERABILITY. If any section, subsection, sentence, clause, phrase or

#### CITY OF PORT ST. JOE STATE OF FLORIDA

ORDINANCE NO	).
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AN ORDINANCE OF THE CITY OF PORT ST. JOE, FLORIDA ESTABLISHING A THE PROHIBITION OF MEDICAL MARIJUANA (CANNABIS, LOW-THC CANNABIS, AND DERIVATIVE PRODUCTS) TREATMENT CENTER DISPENSING FACILITIES WITHIN THE BOUNDARIES OF THE CITY OF PORT ST. JOE AS AUTHORIZED BY SECTION 381.986, **FLORIDA** STATUTES; **PROVIDING LEGISLATIVE FINDINGS: PROVIDING FOR MORATORIUM** CONTINGENCY PROVIDING FOR PENALTIES; PROVIDING FOR REPEALER, SEVERABILITY AND MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARINGS; PROVIDING FOR CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Joe, Florida has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida; Chapters 163 & 166, Florida Statutes; and Section 381.986, Florida Statutes; and

WHEREAS, the Marijuana Policy Group has published a memorandum called "Municipal Dispensary Allocation: Florida," which evaluated the market need for medical marijuana dispensing facilities and the harmful consequences and secondary effects of over-saturation of medical marijuana dispensing facilities within the market place; and

WHEREAS, the Marijuana Policy Group determined that Florida should have no more than one dispensing facility for each fifty-thousand residents and the optimal ratio is one dispensing facility per 67,222 residents, and Gulf County Florida has a population (approximately 13,000) well below such ration; and

WHEREAS, Section 381.986 (11) Florida Statutes, authorizes a county or municipality to "ban medical marijuana treatment center dispensing facilities from being located within the boundaries of that county or municipality;" and

WHEREAS, Section 381.986(11) further provides that "[a] county or municipality that does not ban dispensing facilities under this subparagraph may not place specific limits, by ordinance, on the number of dispensing facilities that my locate within that county or municipality," and that "[e]xcept as provided in paragraph (c), a county or municipality may not enact ordinances for permitting or for determining the location of dispensing facilities which are more restrictive than its ordinances permitting or determining the locations for pharmacies licensed under chapter 465"; and

WHEREAS, Section 381.986, Florida Statutes severely limits, through State preemption, the City's control over the zoning and permitting of medical marijuana dispensaries, thereby substantially restricting the City's ability to protect surrounding land uses for which dispensaries may not be compatible; and

WHEREAS, given, among other things, the potential negative secondary land use effects of medical marijuana dispensing facilities, The Marijuana Policy Group's the analysis of optimal population ratios (residents per dispensing facility), and the statutory restrictions on local government authority to regulate number and location of dispensing facilities if not banned, there is a rational basis for the City to exercise its authority under Section 381.986(11), Florida Statutes to ban dispensing facilities within the boundaries of the City; and

WHEREAS, the City finds that this Ordinance is in the interests of	the public health, safety, and welfare;
and	, , ,
WHEREAS, on, 2019 a Public Notice was a first reading and offering the public an opportunity to participate at a public on, 2019 at a.m./p.m. for the adoption	c hearing before the City Commission
WHEREAS, on, 2019 a Public Notice was for a second reading and offering the public an opportunity to participate a City Commission on, 2019 at 9:00 a.m. for the add	- 0
NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMI JOE, FLORIDA:	SION OF THE CITY OF PORT ST.
<b>SECTION 1.</b> Recitals. The foregoing recitals are hereby ratified an and are hereby made a part of this Ordinance and adopted as legislative find	
SECTION 2. the City of Port St. Joe regulations and codification is	hereby amended to add the following

#### Medical Marijuana.

new provisions and regulations on the following:

#### Medical Marijuana Treatment Center Dispensing Facilities.

- (1) Prohibition. Medical Marijuana Treatment Center Dispensing Facilities are prohibited and shall not be located within the boundaries of the City. The City shall not accept, process or approve any request or application for a development order, building permit or other approval associated with a proposed Medical Marijuana Treatment Center Dispensing Facility.
- (2) Definition. For the purposes of this section, the term "Medical Marijuana Treatment Center Dispensing Facility" means any facility where medical marijuana or any product derived therefrom is dispensed at retail.
- (3) Interpretation. This section and the terms used herein shall be interpreted in accordance with F.S. 381.986 and Ch. 64-4 of the Florida Administrative Code. The intent of this section is to ban medical marijuana treatment center dispensing facilities from being located within the boundaries of the City as authorized by F.S. 381.986(11).
- **SECTION 3.** Codification. This Ordinances shall be incorporated into the City of Port St. Joe, Florida Code. Any section, paragraph number, letter and/or any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical and similar or like errors may be corrected, and additions, alterations, and omissions not affecting the construction or meaning of this Ordinance of the City Code may be freely made.
- SECTION 4. Moratorium Contingency. In the event Section 381.986, Florida Statutes, is amended or interpreted by a court of competent jurisdiction in a way as to eliminate or prevent the City's ability to ban or prohibit Marijuana Treatment Center Dispensing Facilities within the city, upon the effective date of such, an automatic one-year moratorium shall go into place on the acceptance, processing and approval of Marijuana Treatment Center Dispensing Facilities (including by way of acceptance, proceeding and approval of applications for development orders and permits) within the City limits in order to give the City time to evaluate changes in the applicable law, the City's ability to regulate such uses and activities and potentially enact local legislation

regarding the same. Such one-year moratorium may be terminated early through resolution ordinance of the City Commission of Port St. Joe, Florida.

**SECTION 5.** Severability. If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether or substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of the Ordinance.

**SECTION 6.** Conflicts. In the event of a conflict or conflicts between this Ordinance and any other ordinance or provision of law, this Ordinance controls to the extent of the conflict, as allowable under the law.

**SECTION 7.** Effective date. This Ordinance shall become effective immediately upon adoption by the City Commission of Port St. Joe, Florida.

PASSED ON FIRST READING A	ND PUBLIC HEARING:
PASSED ON SECOND READING	G AND PUBLIC HEARING:
ADOPTED thisday of	, 2019 by the City Commission of Port St. Joe,
i iorida.	
	CITY COMMISSION OF
	PORT ST. JOE, FLORIDA
ATTEST:	
Charlotte M. Pierce, CLERK	
	By:
By: Clerk	Rex Buzzett, Chairman
APPROVED AS TO FORM:	
THE VED TO FORM.	
By	
J. Adam Albritton, City Attorney	

#### Professional Disaster Recovery Consulting Services Agreement For The City of Port St. Joe, Florida

Re: Hurricane Michael Consultant Services Agreement with CDR Maguire, Inc.

#### **RECITALS**

WHEREAS, City has issued a Request for Proposals No. 1819-19 for disaster recovery consultation services as a joint County/City Request for Proposal; and

WHEREAS, the City desires to retain a qualified firm to provide long-term consultation services in view of the devastating effects of Hurricane Michael; and

WHEREAS, Consultant represents that it is duly qualified in providing multidisciplinary disaster recovery consultation, with experience in providing guidance on Federal disaster funding mechanisms with an emphasis on efficiency of implementation of recovery programs as well as adherence to the state and Federal statutory and regulatory compliance requirements that accompany all such programs;

WHEREAS, under the emergency declaration following the Hurricane Michael storm event and following counsel and guidance from FEMA general counsel on the procurement and process to secure the consultant services; and

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

#### **AGREEMENT**

- 1. Scope of Services.
  - 1.1 Consultant's Specified Services. See Exhibit B attached hereto and incorporated herein.
  - 1.2 <u>Cooperation with City.</u> Consultant shall cooperate with City and City staff in the performance of all work hereunder.

Professional Disaster Recovery
Consultant Services Agreement
-City of Port St. Joe and CDR Maguire, Inc

Page 1 of 28

- 1.3 Performance Standard. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. City has relied upon the professional ability, experience, and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws (See Exhibit A), it being understood that acceptance of Consultant's services or work by City shall not operate as a waiver or release. If City determines that any of Consultant's work is not in accordance with such level of competency, standard of care, or legal requirements, City, in its sole discretion, shall have the right to do any or all of the following:
- (a) require Consultant to meet with City to review the quality of the work and resolve matters of concern;
- (b) require Consultant to repeat the work at no additional charge until it is satisfactory;
- (c) terminate this Agreement pursuant to the provisions of Article 4; or
- (d) pursue any and all other remedies at law or in equity.

#### 1.4 Assigned Personnel.

a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time City, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from City.

Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of City.

With respect to performance under this Agreement, Consultant shall employ personnel as described in Exhibit C attached hereto and incorporated herein.

- b. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.
- 1.5 Federal and Requirements FEMA. Consultant shall comply with all applicable federal requirements of the United States Federal Emergency Management Agency ("FEMA"), including but not limited to FEMA Section 404 and 406 funding mechanisms. In the event of any conflict between the applicable federal requirements and any other provision of this Agreement, the federal requirements shall control.
- 2. <u>Payment.</u> For all services and incidental costs required hereunder, Consultant shall be paid in accordance with the following terms:

Professional Disaster Recovery Consultant Services Agreement -City of Port St. Joe and CDR Maguire, Inc Page 2 of 28

The fee for the services under this Agreement will be based on the actual hours of services furnished multiplied by Contractor's Billing Rates plus all reasonable non-labor expenses as set forth in herein and attached. Task Orders shall be issued for specific deliverables under this Agreement which shall include estimated not to exceed project amounts which shall be approved by the City Commission or its delegated agent with the authority to approve such Task Orders prior to commencing any scope of labor herein.

Unless otherwise noted in this Agreement, payments shall be made within the normal course of City business after presentation of an invoice in a form approved by the City for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the City. Unless there is a dispute over payment regarding the invoice, payment shall be made within thirty (30) days of submission by Consultant. If there is a dispute, both the City and Consultant shall engage in necessary due diligence to timely resolve said dispute so that payment can be rendered.

Consultant shall be paid rates as described in Exhibit C and the fee schedule set forth by page 60 of CDR Maguire RFP 1819-19 proposal.

#### 3. Term of Agreement.

This agreement shall have a term of one (1) year commencing from June 4, 2019 or date of adoption by the City whichever is the earlier event. The City retains the exclusive right and ability to renew this agreement for a like term following annual comment, evaluation and recommendation of the City Manager and thereafter authorized action of the City Commission. The Consultant shall first request such renewal of agreement and affirmation in writing to the City at least sixty (60) days prior to the expiration of the annual agreement term. Thereafter, the City may elect to renew the consultant services agreement. This agreement and provisions set forth by this Section shall not exceed (3) renewable terms following the conclusion of the initial annual term without City review, process, proper City policy and procedure. The terms of this agreement and the consultant services may be terminated at any time by City with or without cause by providing CDR Maguire no less than sixty (60) days written notice.

#### 4. Termination & Remedies.

- 4.1 <u>Standard</u>. Contracts for more than the simplified acquisition threshold (\$150,000) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, A. Further, Consultant agrees to comply with all other Federal, State, and City procurement guidelines and take all necessary steps to ensure Consultants work is reimbursable by FEMA.
- 4.2 <u>Applicability</u>. This requirement applies to all FEMA grant and cooperative agreement programs.
- 4.3 Termination Without Cause. Notwithstanding any other provision of this

Professional Disaster Recovery Consultant Services Agreement -City of Port St. Joe and CDR Maguire, Inc Page 3 of 28

Agreement, at any time and without cause, City shall have the right, in its sole discretion, to terminate this Agreement by giving thirty (30) days written notice to Consultant. The City shall be liable for payment for any work performed by Consultant up until the date of written notice of termination of this Agreement as mentioned in Section 4.4.

- 4.4 <u>Termination for Cause</u>. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, City may immediately suspend this Agreement by giving Consultant written notice of such suspension, stating the reason for termination. Consultant shall then have five (5) days to cure the alleged breach or issue. If the breach or issue is not cured within that period of time, the Agreement will be immediately terminated. The City shall be liable for payment for any work performed by Consultant up until the date of written notice of termination of this Agreement as mentioned in Section 4.4.
- 4.5 <u>Delivery of Work Product and Final Payment Upon Termination</u>. In the event of termination, Consultant, within fourteen (14) days following the date of termination, shall deliver to City all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subconsultants, consultants, and other agents in connection with this Agreement and shall submit to City an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.
- 4.6 Payment Upon Termination. Upon termination of this Agreement by City, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if City terminates the Agreement for cause pursuant to Section 4.2. City shall deduct from such amount the reasonable amount of damage, if any, sustained by City by virtue of the breach of the Agreement by Consultant.
- 4.7 <u>Authority to Terminate</u>. The Port St. Joe, City Commission has the authority to terminate this Agreement on behalf of the City.
- 5. <u>Liability</u>. Each Party hereto agrees to be solely responsible for its own wrongful, negligent, reckless or willful acts or omissions, or those of its officers, agents or employees to the fullest extent allowed by law.
- 6. <u>Insurance</u>. With respect to performance of services under this Agreement, Consultant shall maintain and shall require all of its subcontractors and other agents to maintain,

Professional Disaster Recovery Consultant Services Agreement -City of Port St. Joe and CDR Maguire, Inc Page 4 of 28

insurance as would be required by consultants traditionally performing similar services for the City under similar circumstances

- 7. <u>Prosecution of Work.</u> The execution of this Agreement shall constitute Consultant's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.
- 8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not exceed the delegated signature authority of the Department Head and which do not significantly change the scope of work or significantly lengthen time schedules, may be executed by the Department Head in a form approved by City Counsel. The City Commission/Purchasing Agent must authorize all other extra or changed work. The parties expressly recognize that City personnel are without authorization to order extra or changed work or waive Agreement requirements without approval of the City Commission. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the City.

#### 9. Representations of Consultant.

- 9.1 Standard of Care. City has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by City shall not operate as a waiver or release.
- 9.2 <u>Status of Consultant</u>. The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of City and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits City provides its employees. In the event City exercises its right to terminate this Agreement pursuant to <u>Article 4</u> above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.
- 9.3 No Suspension or Debarment. Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from

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Consultant's Initials\_\_\_\_\_

participation in covered transactions by any public entity or department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Consultant becomes debarred, consultant has the obligation to inform the City.

- 9.4 <u>Taxes.</u> Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold City harmless from any liability which it may incur to the United States or to the State of Florida as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case City is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish City with proof of payment of taxes on these earnings.
- 9.5 <u>Records Maintenance</u>. All records required to be kept on the project shall be maintained for at least three (3) years after final payments and until all other pending matters under the grant for this project are closed. However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later.
- 9.6 Conflict of Interest. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a conflict of interest under state or federal law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by City, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with City disclosing Consultant's or such other person's financial interests.
- 9.7 Nondiscrimination. Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the City's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.
- 9.8 <u>Assignment of Rights.</u> Consultant assigns to City all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant, or Consultant's subconsultants, consultants, and other agents, in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to

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City in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as City may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of City. Consultant shall not use or permit another to use the plans and specifications in connection with this Agreement or any other related project without first obtaining written permission of City.

- 9.9 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors and other agents in connection with this Agreement shall be the property of City. City shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to City all such documents which have not already been provided to City, in such form or format as City deems appropriate. Such documents shall be and will remain the property of City without restriction or limitation. Consultant may retain copies of the above- described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express, prior written permission of City.
- 9.10 <u>Authority</u>. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Consultant.
- 10. <u>Demand for Assurance</u>. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement and cause for termination. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits City's right to terminate this Agreement pursuant to <u>Article 4</u>.
- 11. <u>Assignment and Delegation</u>. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.
- 12. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S.

Professional Disaster Recovery Consultant Services Agreement -City of Port St. Joe and CDR Maguire, Inc Page 7 of 28

Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: CITY:

City Commission of Port St. Joe, Florida

c/o Jim Anderson, City Manager 1000 Cecil G. Costin, Sr. Blvd. Port St. Joe, Florida 32456

TO: CONSULTANT:

Carlos Duart, President, Emergency

Management

CDR Maguire, Inc. 16267 SW 157 Avenue

Miami, Florida 33187 Telephone: 850.728.3104

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

#### 13. Miscellaneous Provisions.

13.1 No Waiver of Breach. The waiver by City of any breach of any provision contained in

this Agreement shall not be deemed to be a waiver of such provision or of any subsequent breach of the same or any other provision contained in this Agreement.

13.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and City acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement or any provision thereof, the language of the Agreement will not be construed against one party in favor of the other. Consultant and City acknowledge that they have each had an adequate opportunity to consult

with counsel in the negotiation, preparation, and execution of this Agreement.

- 13.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.
- 13.4 No Third-Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- 13.5 <u>Applicable Law and Forum.</u> This Agreement shall be construed and interpreted according to the substantive law of Florida, regardless of the law of conflicts to the contrary *in* any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Gulf City, Florida.
- 13.6 <u>Captions</u>. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.
- 13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
- 13.8 <u>Survival of Terms.</u> All express representations, waivers, indemnifications, assignments of rights, records retention requirements, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 13.9 <u>Time of Essence</u>. Time is and shall be of the essence of this Agreement and every provision hereof.
- 13.10 <u>Property and Records.</u> The City, from time to time, may make available to the Consultant, various information, records, documents or other material for utilization by the Consultant in providing the services to the City, its employees, however, the City shall retain all of its right, title, and interest in and to any of the said material information and medical records.
- 13.11 General City of Port St. Joe affirmations and acknowledgment provisions (Exhibit and Addenda)
- 13.12 Governing Law. This Agreement has been drawn in Florida between the Consultant licensed in the respective profession in the State of Florida and a public entity of the State of Florida and shall be governed by and construed under the laws of the State of Florida and within the jurisdiction and venue of law of Gulf County.

Page 9 of 28

- A. CDR Maguire shall acknowledge and adhere to the attached Federal Contract Provisions (see attached Exhibit "A").
- B. CDR Maguire shall acknowledge and adhere to the attached scope of services (see attached Exhibit "B").
- C. CDR Maguire shall acknowledge and adhere to the attached fee schedule (see attached Exhibit "C").
- D. CDR Maguire shall acknowledge and adhere to the Affirmation Action statement. (see attached Exhibit "D").
- E. CDR Maguire shall acknowledge and adhere to the attached ADA guidelines. (see attached Exhibit "E")
- F. CDR Maguire shall acknowledge, execute, adhere and accept the terms set forth within the attached "Quality Assurance Agreement" attached hereto as Exhibit "F".
- G. CDR Maguire shall acknowledge, execute, adhere and accept the terms set forth within the "Independent Contractor Acknowledgment and Agreement" attached hereto as Exhibit "G".
- H. CDR Maguire shall acknowledge, execute, adhere and accept the terms set forth within the attached "Truth in Negotiation Representations and Conflict of Interest Acknowledgment and Agreement" attached hereto as Exhibit "H".
- I. CDR Maguire shall provide with this executed agreement, proof and certification it is lawfully permitted to conduct business in the State of Florida and proof of its good standing with the office of the Florida Department of Corporations, Secretary of State and any and all necessary licensing for the performance of the scope of work.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONSULTANT: CDR Maguire, Inc.,
Carlos Duart, President, Emergency Management:
DATE:
CITY: CITY COMMISSION OF PORT ST. JOE, FLORIDA
BY:
DATE;

26

### Ron DeSantis GOVERNOR



Ken Lawson

EXECUTIVE DIRECTOR

May 24, 2019

The Honorable Bo Patterson Mayor, City of Port St. Joe Post Office Box 278 Port St. Joe, Florida 32457

Dear Mayor Patterson:

The Department of Economic Opportunity ("Department") has reviewed the proposed comprehensive plan amendment for the City of Port St. Joe (Amendment No. 19-01ESR) received on March 25, 2019. The review was completed under the expedited state review process. We have no comment on the proposed amendment.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the City is reminded that:

- Section 163.3184(3)(b), F.S., authorizes other reviewing agencies to provide comments directly to the City. If the City receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.
- The second public hearing, which shall be a hearing on whether to adopt one or more comprehensive plan amendments, must be held within 180 days of your receipt of agency comments or the amendment shall be deemed withdrawn unless extended by agreement with notice to the Department and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.
- The adopted amendment must be rendered to the Department. Under Section 163.3184(3)(c)2. and 4., F.S., the amendment effective date is 31 days after the Department notifies the City that the amendment package is complete or, if challenged, until it is found to be in compliance by the Department or the Administration Commission.

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399 850.245.7105 | <a href="https://www.floridaJobs.org">www.floridaJobs.org</a> www.twitter.com/FLDEO | <a href="https://www.facebook.com/FLDEO">www.facebook.com/FLDEO</a>

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.



P.O. BOX 1465 RIDGELAND, MS 39158

601.605.8128 chrisgouras@gourasandassociates.com



Formed in 2005, Gouras & Associates, LLC is a Consulting Firm specializing in obtaining and administering Federal, State, and local grants for cities and counties and initiating public/private partnerships and incentives for economic development projects. As owner and principal consultant for Gouras & Associates, LLC, Chris G. Gouras, Jr. is the project administrator for the firm's projects, and his team has the in-house capability to provide project management to meet any and all established goals and objectives. In the past 14 years, Gouras & Associates has successfully administered close to 100 grant projects totaling over \$760MM in funding.

#### What we do:

The company's experience includes each aspect of grant administration, including, but not limited to, preparing and submitting proposals, and the initial grant applications; facilitating public hearings; assisting with the environmental review process and preparing the environmental review record; assisting with procurement; contract management; reviewing, processing and tracking cash requests and budget modifications; project recordkeeping, including records necessary for CDBG national objective compliance, Section 3 compliance, and labor standards compliance; and assisting with the grant closeout process.

#### Why us?

Gouras & Associates, LLC's ability to adapt in real time to complex and evolving grant programs originating from disaster or emergency conditions is what allows our firm to keep a competitive edge in the grant industry.



## **EXPERIENCE**



### Experience and Related Services

Gouras & Associates, LLC has experience in the following programs and incentives:

- Community Development Block Grant Program (CDBG)
- Katrina Community Development Block Grant Program (KCDBG)
- Economic Development
- Community Revitalization
- Hancock County Long Term Recovery
- Long Term Workforce Housing Program
- Gulf Region Disaster Relief
- Economic Development Highway Program (EDH)
- Capital Improvements Revolving Loan Program (CAP)
- Tourism Incentive Grant Program (TIP)
- Small Municipalities Grant Program
- Major Economic Impact Act (MEIA)
- Regional Economic Development Act (REDA)
- Tax Increment Financing Bonds (TIF)
- Public Improvement District Bonds (PID)
- Mississippi Business Investment Act Funding (MBIA)
- Development Infrastructure Program (DIP)
- American Recovery and Reinvestment Act (ARRA)



#### **EXPERIENCE IN ADMINISTERING FEDERAL AND STATE GRANTS**

As owner and principal consultant for Gouras & Associates, Chris Gouras is the project administrator for the following projects. The company's experience includes each aspect of grant administration, including, but not limited to, preparing and submitting proposals, and the initial grant applications; facilitating public hearings; assisting with the environmental review process and preparing the environmental review record; assisting with procurement; contract management; reviewing, processing and tracking cash requests and budget modifications; project recordkeeping, including records necessary for CDBG national objective compliance, Section 3 compliance, and labor standards compliance; and assisting with the grant closeout process. Additional information about Gouras & Associates experience in specific areas pertinent to state and federal projects as well as a listing of state and federal grant programs administered is also available under the "Qualifications" section.

Projects highlighted in bold are implemented under the Hurricane Katrina Community Development Block Grant Program or the Gulf Coast Regional Infrastructure Disaster Relief Program.

<u>Project</u>	Amount	Activity	Status	<u>Program</u>
City of D'Iberville	\$41,164,710.00	Interchange improvements	Open	KCDBG
City of Newton	\$909,000.00	Sewer Improvements	Closed	ARRA
City of Olive Branch	\$707,869.91	Methodist (infrastructure improvements)	Closed	DIP, CAP, EDH
City of Olive Branch	\$140,735.51	Helen of Troy (Traffic Signal)	Closed	DIP
City of Olive Branch	\$700,000.00	Access Road	Closed	CDBG
City of Pascagoula	\$3,318,254.00	La Font Inn Redevelopment	Open	KCDBG
City of Pass Christian	\$26,992,585.00	Harbor Improvements	Closed	KCDBG
City of Pearl	\$47,063.00	Emergency Sewer Improvements	Closed	CDBG
City of Pearl	\$600,000.00	Senior Center	Closed	CDBG
City of Pearl	\$60,400.00	Energy Grant for upgrades	Closed	Energy Efficiency Grant
City of Pearl	\$514,462.00	Scott's (Infrastructure improvements)	Closed	CDBG
City of Pearl	\$200,000.00	Traffic Signal	Closed	DIP 267
George County	\$1,373,164.00	Annex Building	Closed	KCDBG
George County	\$150,000.00	Planning	Closed	KCDBG
Hancock County	\$902,026.00	Waveland Wastewater Projects (4)	Closed	KCDBG/ARRA
Hancock County	\$2,200,000.00	Pearlington Library & Gym	Closed	KCDBG
Hancock County	\$1,325,000.00	Storm Preparedness Facility	Closed	KCDBG
Hancock County	\$600,000.00	Lakeshore Community Center	Closed	KCDBG
Hancock County	\$375,000.00	Bayou Phillips	Closed	KCDBG
Hancock County	\$37,500,000.00	Jail and Justice Court	Closed	KCDBG
Hancock County	\$2,300,729.85	<b>Emergency Operations Center</b>	Closed	KCDBG
Hancock County	\$20,000,000.00	Highway 607	Closed	KCDBG
Hancock County	\$10,187,450.00	Annex Building	Closed	KCDBG
Hancock County	\$4,575,000.00	Courthouse	Closed	KCDBG
Hancock County	\$10,500,000.00	PSL-North America	Closed	KCDBG
Hancock County	\$2,544,721.00	MAC, LLC	Closed	KCDBG

Project	Amonumb	A main side .	C44	•
<u>Project</u>	Amount	Activity	Status	<u>Program</u>
Hancock County	\$360,000.00	Planning	Closed	KCDBG
Hancock County	\$300,000.00	Farmer's Market	Closed	KCDBG
Hancock County	\$1,453,750.00	Lazy Magnolia Expansion	Closed	KCDBG
Hancock County	\$6,000,000.00	Rolls Royce Expansion	Open	KCDBG
Hancock County	\$600,000.00	Ansiey/Lakeshore Sewer Improvements	Closed	CDBG
Hancock County	\$5,000,000.00	Sports Complex	Closed	KCDBG
Hancock County	\$2,500,000.00	Stennis Terminal	Open	KCDBG
Hancock County	\$2,100,000.00	Stennis Hangar	Open	KCDBG
Hancock County	\$6,350,000.00	Selex Hangar	Open	KCDBG
Hancock County	\$1,000,000.00	NVISION	Closed	CAP
Hancock County	\$2,195,945.42	MDOT Turn Lanes Project	Open	KCDBG
Hancock County Utility Authority	\$143,000,000.00	Water and Wastewater (13 Projects)	Closed	Gulf Coast Regional Infrastructure
Harrison County Utility Authority	\$235,907,941.38	Water and Wastewater (26 Projects)	Closed	Gulf Coast Regional Infrastructure
Jackson County	\$3,600,000.00	Signet Expansion	Open	KCDBG
Jackson County	\$35,000,000.00	Highway 611	Closed	KCDBG
Jackson County	\$20,000,000.00	Maritime Training Facility	Closed	KCDBG
Jackson County	\$1,277,380.00	Maritime Basic Skills Training Annex	Closed	KCD8G
Jackson County	\$2,000,000.00	VT Halter Blast and Paint Facility	Closed	KCDBG
Jackson County Utility Authority	\$97,825,203.00	Water and Wastewater(8 Projects)	Closed	Gulf Coast Regional Infrastructure
KLP Toulon	\$4,273,756.00	Long Term Workforce Housing	Closed	LTWH
MGCCC	\$12,000,000.00	Nursing School	Open	KCDBG
Rankin County	\$496,979.00	Health Department	Closed	CDBG
Stone County	\$7,551,800.00	Perkinston Boulevard Road	Open	KCDBG



# QUALIFICATIONS



CHRIS G. GOURAS, JR.

Owner & Principal

Born and raised in Panama City, Florida, Chris Gouras is the owner and principal of Gouras & Associates. Chris has worked with various state and federal grant projects for over 22 years. His grant experience spans over 150 projects all across the State of Mississippi. Chris will be directly involved with, and personally responsible for, all of the day-to-day operations of the project.

Chris' role with clients includes but is not limited to:

- Research of funding sources and development of relationships between government agencies/officials and clients.
- Oversight of the preparation of the Application and the Administration of the grant policy and procedures including preparation of the Environmental Assessment and related documents.
- Coordination of all grant activities and facilitation of communication between the parties involved; engineers, architects, attorneys, local and state government.

Chris received his Bachelor of Science Degree with an emphasis on Finance from Florida State University (1993) and his Master of Business Administration Degree from Mississippi College (1997). Before starting his own business in September 2005, Chris worked with Jimmy Gouras Urban Planning & Development in Vicksburg, MS from January 1994 to September 2005.



#### CHRISTIANA S. SUGG

Christiana S. Sugg is an attorney in the office of Gouras & Associates, LLC. Christiana has over 16 years of experience in multiple facets of Mississippi law with a special emphasis on federal and state compliance issues concerning federal grants, including the Katrina Community Development Block Grant (KCDBG) disaster recovery grants from the Department of Housing and Urban Development (HUD) to the Mississippi Development Authority (MDA).

Christiana's role with clients includes but is not limited to:

- Coordination and administration of grant activities, including communications with attorneys, regulatory agencies and contractors.
- Assisting in the preparation of the grant application and supporting documentation.
- Assisting in the development and administration of grant policy and procedures including preparation of the Environmental Assessment and related documents.
- Assisting in research and the development of solutions to issues and concerns raised by stakeholders.
- Assisting in the implementation of applicable local, state and federal rules, laws and regulations.
- Counseling clients through the Request for Release of Funds process and regulatory compliance for the KCDBG grant.
- Drafting and coordinating client responses to issues raised by community stakeholders, regulatory agencies, and HUD.
- Coordinating and drafting responses to HUD monitoring reports.
- Developing policies and procedures for Section 3 compliance and compliance with national objective recordkeeping.
- Supervising, facilitating and assisting client in reports to regulatory agencies regarding funding, project status and regulatory compliance.
- Lender's counsel on multiple construction and permanent loans, including hospitality loans and industrial projects.

Christiana received her Bachelor of Arts Degree in English from Belhaven University (2000) and her Juris Doctorate from Mississippi College School of Law (2003). She is licensed to practice before all State and Federal courts in the State of Mississippi. Before joining Gouras & Associates, Christiana practiced law at Watkins & Eager PLLC for seven years after clerking for Judge L. Joseph Lee at the Court of Appeals of the State of Mississippi.



#### **CORINNE GRAHAM**

#### Associate Consultant/Grant Administrator

Corinne Graham, Associate Consultant, heads the Gouras & Associates Financial Management Department and Construction/Contractor Compliance. As a grant administrator, experience includes oversight and management of approximately \$760MM in active or successfully closed grants with respect to all aspects of the following:

- Establishment of bank account and start up forms including Account Certification, Direct Deposit, Authorized Signatory, Signature Resolution. Budget formation and analysis within constraints of available funds.
- Requests for Cash preparation ensuring professionals stay within their allotted contract amount and proper funding source. Review all requests for reimbursement of eligible activities including review and approval of invoices submitted for accuracy against contract and budget.
- Budget Modifications with regard to proper identification of use of funds including accounting for needed budget reconciliations in order to successfully draw down appropriate funds.
- Quarterly progress reporting analyzing milestones and roadblocks and annual reporting required for federal and state programs along with monitoring and audit support.
- Preparation of closeout documentation for all services provided throughout the life of the project.
- Wage Rates: initial wage rate documentation and verification of wage rate within 10 days of bid opening.
- Publication of advertisement for bids, notification to Procurement Center, MBE/WBE solicitation and Section 3 outreach.
- Coordination Pre-Construction Conference and Creation of Pre-Construction Manual for Contractors.
- Review of Construction Contracts and Verification of Contractor Eligibility.
- Act as liaison between State and Grant Recipient for all correspondence, meetings, and requests for information.

Corinne received her Bachelor of Business Administration from Mississippi College and has actively been engaged in grant management since the formation of Gouras & Associates in 2005.

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# GOURAS

#### **MAUREE GOURAS**

**Labor Standards Compliance** 

#### Mauree's responsibilities include, but are not limited to:

Monitoring and Ensuring Compliance with:

- Davis-Bacon Act
- Fair Labors Standard Act
- Copeland Act
- Contract Work Hours and Safety Standards Act
- Section 3: Fair Housing and Equal Opportunity
- Review of weekly payrolls for Contractors and Sub-Contractors.
- Maintaining records of all sub-contractors and ensures formal request to client for any additional subs.
- Coordinating resolutions of non-compliance.
- Facilitating employee interviews.
- Record-keeping of all Contractor activities including payrolls and restitution.
- Maintains Pre-Construction Minutes and Notices to Proceed.
- Coordination with Department Labor for Apprentice Certifications.
- Facilitates Request of Additional Wage Classifications.
- Monitoring of requisite signage for project location in accordance with federal regulations.
- Oversight of resolutions to any labor violations and facilitates prompt resolution and restitution.



# CAPACITY



## Capacity for Performance

Gouras & Associates, LLC is comprised of the following individuals. Every employee in our firm specializes in one or more specific areas of compliance.

#### Chris Gouras, Principal/ Consultant

Chris Gouras is the owner and principal of Gouras & Associates, LLC. Chris will be directly involved with, and personally responsible for, all of the day-to-day operations of the project.

Christiana S. Sugg, Attorney, Grant Management and Implementation Christiana Sugg is an attorney and regulatory specialist in the office of Gouras & Associates, LLC. She is licensed to practice law in the State of Mississippi and is in good standing with the Mississippi Bar Association.

**Corinne Graham**, Associate Consultant, Financial Management, Procurement, and Monitoring

Corinne Graham, Associate Consultant, handles Financial Management, Procurement, and Construction/Contractor Compliance.

#### Mauree Gouras, Labor Standards Compliance

Mauree Gouras is the Labor Standards Compliance Officer for Gouras & Associates. Mauree's role is to ensure compliance with Labor Standards and Fair Housing requirements during the implementation of the project.

Gouras & Associates, LLC will add staff if necessary to administer and implement the project in order to successfully meet the needs of the client. When necessary, Gouras & Associates, LLC routinely subcontracts for environmental and acquisition services.



#### P.O. BOX 1465 RIDGELAND, MS 39158

601.605.8128 · chrisgouras@gourasandassociates.com

#### The Ferguson Group

Advocacy. Consulting. Grants.



May 14, 2019

Ms. Charlotte Pierce
City Clerk
City of Port St. Joe
City Hall
305 Cecil G. Costin Sr., Blvd.
Port St. Joe, FL 32456

Re: Grant Research and Writing Services

Dear Ms. Pierce,

On behalf of The Ferguson Group, LLC (TFG), we are pleased to submit the enclosed proposal to the City of Port St. Joe for Grant Research and Writing Services. Headquartered in Washington, DC, TFG specializes in providing advocacy, consulting, and comprehensive grant services to local governments and public agencies across the country. We take pride in our ability to serve public sector clients of all sizes.

TFG envisions working closely with the City of Port St. Joe to research, prepare and write grant applications from start to finish. We believe that becoming an integral part of the City's grants team will enhance the City's goals overall and create cohesion in grant preparation and management.

TFG recognizes the significant grant funding needs Port St. Joe has following the devastation wrought from Hurricane Michael this past October. TFG has direct experience preparing applications for assistance under the FEMA Hazard Mitigation and HUD Community Development Block Grant- Disaster Recovery (CDBG-DR) grant programs. We believe this expertise is vital to ensuring Port St. Joe receives funding to repair critical infrastructure and to support economic and community revitalization.

TFG is also very familiar with Gulf County. TFG was contracted by Gulf County from 2011 to 2014 to provide grants and federal advocacy services. During this period, TFG supported Gulf County's efforts to remove Cape San Blas and Indian Peninsula (units P30 and FL-92) from the Coastal Barrier Resources System (CBRS). These already developed lands should never have been included in the CBRS and the County sought to remove a portion of the total footprint of these CBRA units.

TFG also understands that Port St. Joe is interested in securing funding to address beach erosion and to support economic development programs as Gulf County is designated RACEC (Rural Area of Critical Economic Concern). The City would benefit from grant funds to build a diversified economy, and that supports development of a Tourism Hub as well as the existing seafood and freshwater fish industry. The City is also in need of providing additional affordable housing and enhancing and improving the regional transportation system.

The personnel we have assigned to the City of Port St. Joe grants contract possess decades of practical experience working for state and local governments as well as writing grant applications and managing grant



programs. Karl Kalbacher, PG, Director of Environment, Economics & Grant Services will serve as the primary contact for the City of Port St. Joe grant services contract and other services requested. Karl has an extensive work history in both state and local government service. Karl has worked for two state environmental departments in upper level management positions; served as an elected member of Newark, DE City Council for four terms; and served as the Economic Development Director for New Castle County, DE government for eight years. Jennifer Chandler, MBA, who is a Senior Project Manager with TFG was elected to the Village Council for Piketon, OH in 2015. Prior to her election, Jennifer was the Economic Development Director for Pike County, OH. Valerie Gelnovatch is a Senior Advisor for TFG and is based in Florida. Valerie served as the Contract Manager for Gulf County and will provide grant advocacy services for the City.

Karl, Jennifer, Valerie and the TFG grants team will work closely with City of Port St. Joe to analyze your priority projects and identify appropriate grant opportunities for which you can compete; provide strategic advice and consulting services to shape a local project in accordance with the priorities articulated for a particular grant program; work with the Port to build and leverage relationships within state and federal agencies that can yield valuable information that may provide a competitive advantage; write grant applications and review draft grant proposals and offer constructive feedback; prepare and submit competitive grant applications; secure congressional letters of support for grant applications; and assist with grant management.

The City of Port St. Joe will also benefit from TFG being headquartered in Washington, DC where most federal grant issuing Departments and personnel are stationed. On a daily basis, TFG grant team members interact with the federal grant management workforce to learn about new grant opportunities that will be released or changes contemplated to existing grant programs. TFG will use this "insider knowledge" to put Lorain Port Authority at an advantage when competing for grant funding.

In short, we do it all! TFG stands ready to put our grant research and writing services to work for the City of Port St. Joe. We appreciate the opportunity to work with the City of Port St. Joe on grant funding opportunities. Should you have any questions, please do not hesitate to contact Karl Kalbacher at 202-331-8500.

Sincerely,

W. Roger Gwinn

CEO

Karl Kalbacher, PG

Director of Environment, Economics & Grant Services



# Proposal to Port St. Joe, FL for Grant Research and Writing Services April 14, 2019

The contact person for questions related to this document:

Karl Kalbacher, PG Director of Environment, Economics & Grant Services

The Ferguson Group, LLC 1901 Pennsylvania Avenue, NW, Suite 700 Washington, D.C. 20006 Phone: (202) 331-8500

Email: kkalbacher@tfgnet.com



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# **Project Experience & Qualifications**

The Ferguson Group, LLC (TFG) is pleased to offer to Port St. Joe, FL a comprehensive suite of competitive federal, state, and private organization grant services. We understand the City seeks to contract with a firm who will assist in researching, identifying, and applying for grant funding from federal, state, and foundation sources.

#### Port St. Joe Grant Project Team

TFG has assigned our most senior members of our grants and consulting units to Port St. Joe contract. Karl Kalbacher, PG, Director of Environment, Economics & Grant Services will serve as the primary contact for the Port St. Joe grant services contract and other services requested. Karl has an extensive work history in both state and local government service. Karl has worked for two state environmental departments in management positions; served as an elected member of Newark, DE City Council for four terms; and served as the Economic Development Director for New Castle County, DE government for eight years. The team will also include Jennifer Chandler, MBA, who is a Senior Project Manager with TFG and was elected to the Village Council for of Piketon, OH in 2015. Prior to her election, Jennifer was the Economic Development Director for Pike County, OH. The other key members of TFG's grants team are Valerie Gelnovatch, MPA, and Gabrielle Bronstein, MPP.

The following table details roles and responsibilities of each member of the Port St. Joe's personalized grants team.

Team Member	Responsibilities
Karl Kalbacher, PG Director of Environment, Economics, and Grant Services	Karl will be responsible for overseeing all grant preparation, development, and submission. He will be responsible for drafting grant applications in the following areas: economic development, Brownfields/environmental, resiliency, sustainability, parks and recreation, infrastructure, and transportation.
Jennifer Chandler, MBA Senior Project Manager	Jennifer will provide specific grant consultation and writing activities for the City with a focus on community and economic development issues such as economic development, Brownfields/environmental, resiliency and sustainability. Jennifer will also lead TFG's NEPA services that are required to be completed in support of grant applications.
Valerie Gelnovatch, MPA Senior Advisor	Valerie will assist on grant application advocacy services at both the State and Federal levels.
Gabrielle Bronstein, MPP Associate	Gabrielle will support grant research activities including the Port St. Joe Grant Funding Guide, the Grants Calendar. Gabi will provide grant writing services in the areas of parks and recreation and public safety.



The following curriculum vitae highlight educational and professional backgrounds of TFG's grant team members who will be assigned to the Port St. Joe grants contract. In addition to your designated grants team, the City will have access to all members of TFG's advocacy staff. Biographies of all members of the firm can be found on our website at <a href="https://www.thefergusongroup.com">www.thefergusongroup.com</a>.



# Karl Kalbacher, P.G. Director of Environment, Economics & Grant Services

Since 2013, Karl Kalbacher has directly managed TFG's highly successful Grant Practice Group which has a 66% win rate for grants prepared for our clients. During this time period, Karl has worked on an average of 25 grant applications each year including submittals to US DOT, EPA, HUD, DOJ, USDA, Department of Treasury, DHS, DOL, NEA,

and DOI.

In addition to Karl's oversight of TFG's Grant Practice Group, he possesses extensive HUD management experience that includes direct client oversight of preparing Consolidated Plans (CP), Annual Action Plans, CAPERs, and Environment Record Reviews (ERR) as well as the CDBG, HOME, and Emergency Solutions (ESG) grants.

Karl is also a leading expert in areas of environmental regulatory compliance and economic development policy and practice. A nationally recognized Brownfields redevelopment expert, Karl has developed and managed environmental and finance programs at both the state and local level that support the redevelopment of contaminated properties and Grayfields. He has extensive experience managing economic development programs and energy conservation sustainability projects and has a proven track record of securing state and federal grants. Since 2013, Karl has secured over \$50 million in federal grants and belowmarket fixed-rate loans for TFG clients in the areas of economic development, environmental protection, and transportation.

As the former Director of Economic Redevelopment for New Castle County, Delaware, Karl served on a multigovernmental team that was awarded two U.S. Department of Transportation grants totaling over \$12 million for the Newark Train Station located on the City of Delaware's 272-acre Science Technology and Advanced Research (STAR) Campus. Karl also managed New Castle County's U.S. Department of Energy's Energy Efficiency and Conservation Block Grant stimulus program. This \$7.8 million grant/bond program funded energy efficiency upgrades at 20 county buildings, which resulted in energy cost savings in excess of \$4 million over the 20-year life cycle of equipment and the creation of 156 jobs.

A former elected official, Karl served four terms on the City Council of Newark, Delaware, where he acquired expertise in land use development, annexations, condemnations, re-zonings, capital improvement projects, operating budgets, land acquisition, and approved the creation of the Downtown Newark Partnership, one of five winners of the 2011 Great American Main Street Awards.

Karl holds a B.S. in Geology from Tulane University and a Master of Science Degree in Geology from Stephen F. Austin State University. Karl is a Delaware Registered Professional Geologist, and recently served as an Adjunct Professor of Geology and Climate Studies at Cecil College in Maryland. Karl can read and write Spanish and is conversant in the language. Karl works in TFG's Washington, DC office.





#### Jennifer Chandler, MBA Senior Project Manager

Jennifer Chandler brings 18 years of diverse professional experience in executive leadership, environmental management, business development, marketing, fiscal responsibility, and grant management expertise. With a Bachelor's degree in Environmental Science and a Master's degree in Business Administration, Jennifer offers

a unique combination of education and experience with the ability to work across disciplines. During her career, Jennifer held the positions of executive director for a private non-profit economic development organization, director of a county community development office, business manager for a private corporation in the nuclear industry, and senior regulatory specialist and project manager for an environmental remediation company. She is active in local government as a councilwoman for the Village of Piketon, OH.

Jennifer is experienced in developing environmental documents and technical memorandums. She completes National Environmental Policy Act (NEPA) reviews and prepares Environmental Assessments, Categorical Exclusions, and notifications to various state and federal agencies. Her experience includes (National Historic Preservation Act) NHPA Section 106 consultation documentation and providing regulatory compliance oversight in the program areas of RCRA, CERCLA, NEPA, CWA, NHPA, ESA, Clean Air Act (CAA), and TSCA for numerous remedial actions and restoration projects.

Jennifer successfully works with county and state agencies to secure public financing for new businesses and infrastructure improvements, industrial park certification, job creation tax credits, and multi-year training grants to support economic development. Her projects include preparing a master development plan and securing public and private financing to develop a 700-acre industrial site. The \$7.2 million project included a combination of several local, state and federal grants to construct a new access ramp and turn lanes off a major US highway, interior access roads, water and waste water lines, fire hydrants, and a fire water storage tank. Other economic development projects implemented by Jennifer include the 325-acre Zahns Corner Industrial Park initial development project and expansion, construction of a business incubator, a multi-year incumbent workforce training initiative, numerous infrastructure improvement projects, and property transfer requests from the federal government.

Jennifer assists government and non-profit organizations by providing technical leadership and direction in developing and executing long-term plans and sustainable strategies. With specific experience implementing regional development strategies and building consensus among stakeholders, Jennifer has spearheaded community initiatives in economic development and infrastructure improvements and worked with community leaders to create development strategies and prioritize implementation. Her projects include industrial park development and certification, infrastructure improvement, government asset transition, regional marketing, capacity building and workforce development. Jennifer is based in TFG's Piketon, OH office.



Val Gelnovatch, MPA Senior Advisor

Val Gelnovatch built TFG's Florida practice and has run the firm's Florida office for over 15 years. Her expertise in maneuvering through the federal government has enabled her clients to obtain millions in federal funding and resolve a wide range of



policy hurdles. With over 20 years of experience working with congressional members and federal agencies, she simplifies the process of working with the federal government. Val works with clients to develop efficient and manageable solutions to their issues, and a clear game plan for achieving success. Whether you are a business, a community, an association, or a coalition, she will ensure that you stay on top of all federal legislation and federal agency activity that could impact your organization—leaving you with the peace of mind that you will never again be blind-sided by changes in Washington.

Val specializes in working with communities throughout the country. She has a special interest in implementing dynamic economic development initiatives, sustainable water and natural resource system management, adaptations to sea level rise, and technology-based local law enforcement solutions. She is also experienced in joint projects with developers, engineering firms, and educational institutions partnered in community development ventures. Examples include her work with ports, waterways, universities, airports, and roadway and transit systems.

Val serves as one of several in-house experts on flood insurance reform. She is the lead lobbyist for the Florida Association of Counties and regularly interacts with the entire Florida Congressional delegation on their behalf.

Val received a B.A. in English Literature from the University of Virginia and a Masters of Public Administration from the George Washington University School of Business and Public Management. She regularly serves as a speaker on how to simplify and achieve your goals in Washington. She is a former collegiate tennis player, mother of two talented soccer-playing teenagers, and a Parks and Recreation Advisory Board member. Val is based in TFG's Miami, FL office.



Gabrielle Bronstein, MPP Associate

Gabrielle Bronstein is part of the TFG Grants team and works on a variety of grants and research projects for municipal and nonprofit clients. Gabrielle's core areas of expertise are housing and urban development, transportation infrastructure, and rural

development. Her work includes extensive statistical and on-the-ground research for HUD's Affirmatively Furthering Fair Housing (AFFH) and Analysis to Impediments (AI) housing reports as well for Consolidated Plan (CP) and Annual Action Plan (AAP) reports. Furthermore, Gabrielle has completed several USDOT BUILD (formerly TIGER) applications for clients and has completed over 40 winning Rural Economic Development Loan and Grant (REDLG) applications. In 2017, she won over \$2.5 million for clients and exceeded this amount in 2018.

Gabrielle has worked on a number of grants in other areas including water and wastewater, law enforcement and emergency services, community improvement and beautification, and historic preservation. She also provides grant research to clients on far ranging topics at the federal, state, and foundational levels.

Prior to joining TFG, Gabrielle worked at a DC-based trade association engaging in direct advocacy and government affairs work. She has experience working in multiple political offices at the federal, state and local levels as well as within nonprofit foundations and private organizations.

Gabrielle received her Master's in Public Policy from American University and B.A. in rhetoric and history from the University of Wisconsin-Madison. Gabrielle is based in TFG's Washington, DC office.



### **Grant Services Methodology and Approach**

TFG has developed a 5-Step Grant Research and Writing Services Program that has proven very effective in winning grants for our clients and which addresses the scope of services requested by the Port St. Joe. Steps 1 and 2 of the process describe the process TFG proposes to implement a funding needs analysis and grant research for the Port St. Joe, while Steps 3 through 5 describe how we will draft and submit grant applications on behalf of the Port St. Joe. In addition, we have established proven processes to guide City staff engagement and communicate grant opportunities available to the City. Our approach ensures the entire grant process, from start to finish, is productive and efficient and, most importantly, not overwhelming.

#### Step 1 - Grant Funding Research

The process of securing a grant award begins with establishing a robust grants research platform. TFG utilizes several grant listserv databases which we scour daily to identify grant opportunities for our clients. We recognize that undertaking comprehensive grant research for our clients begins with developing a complete understanding of their needs and then utilizing the most up-to-date grant research databases to identify funding sources that best align with those needs. Along with utilizing grants gov and subscribing to state and foundation lists, TFG also utilizes the services below to stay abreast of the latest grant announcements and identify relevant grant opportunities for our clients.

eCivis. TFG has always believed in providing our clients with effective and comprehensive grant research, so much so that, in 2000, we helped found the eCivis grant database company. eCivis is an industry leader in providing cloud-based grants research software to thousands of state, local, and tribal governments large and small. The eCivis platform supports states and some of the largest cities and counties (by population) in the United States. eCivis also provides support to special-purpose districts including schools, school districts, colleges, and certain academic institutions that have needs similar to our government clients. The centerpiece of the eCivis grant research service offering is the daily eCivis grant notice email to which TFG subscribes and which provides information on grant opportunities that have been released in the past 24 hours. TFG provides the same 24-hour grant notice turn around service for our clients. This service encompasses grants issued from federal and state governments and foundations. The software also includes a searchable database that TFG can access of behalf our clients.

**Grantsmanship Center.** TFG also conducts grant searches from the Grantsmanship Center database. This database provides state of Ohio level information consisting of the following:

- Top Grantmaking Foundations;
- Community foundations;
- Corporate giving programs;
- State website homepage.

**FedConnect Government Acquisition and Grants Portal.** TFG searches grant opportunities from the FedConnect Government Acquisition and Grants Portal. FedConnect features systems that provide full lifecycle grant support, including the ability to post opportunities, receive responses, deliver awards, and communicate throughout the pre-award, award, and post-award phases.



**Federal and State Agencies.** TFG has also registered for program and grants updates from numerous federal and state websites. These sites provide grant program descriptions and information for state administering agencies responsible for managing these programs.

#### **Step 2 - Conduct Funding Needs Analysis**

Before pursuing specific grant opportunities, it is important to identify priorities and projects for which Port St. Joe will seek federal, state, and private funding. To gain an in-depth understanding of the City's priority grant projects, TFG will send two professionals to the City to assess and identify your grant needs and priorities. Our team will meet with City leadership to discuss ongoing projects, priorities and future needs that may benefit from federal, state, or foundation assistance.

Based on our discussions, the TFG team will provide the City with a Funding Needs Assessment and Comprehensive Grant Guide, which outlines the City's desired grant projects and identifies the top federal, state and foundation funding opportunities. The Funding Needs Assessment will be updated as needed and used to research and identify potential funding sources through federal, state, and private foundations that correspond to need.

#### Step 3 – Strategically Position Priority Projects

Once specific grant programs have been identified as likely funding sources for relevant priorities, TFG will begin working with the City to strategically develop project proposals to ensure that they meet grant eligibility criteria and are positioned to be highly competitive. Even the most beneficial projects often must be modified or supplemented in order to successfully compete at the federal level. This process often involves building new partnerships with local, regional, state and national organizations; adding or subtracting project components to better fit federal, state, or private foundation programmatic objectives; leveraging assistance or other local/state/federal resources into the project; and recommending the development or expansion of local programs and initiatives that will bolster the success of grant proposals. As appropriate, TFG can also arrange conference calls or in-person meetings with federal, state, and foundation staff in charge of grant programs to solicit feedback on specific projects before the grant application period opens. TFG will also set up a schedule of pre-proposal conference calls to make certain everyone involved in the submission understands the detailed outline of the grant requirements and pre-grant solicitation tasks that must be completed. By the time an agency begins accepting applications for its grant program, TFG will have the Port St. Joe's project ready to compete for funding.

In general, both federal and state grant NOFAs provide between 30 and 60 days to apply upon issuance of the notice. TFG will work with Port St. Joe Departments to be thinking about grant opportunities well in advance of the public release of the grant notice. We recognize the competitive benefit of anticipating grant opportunities, most of which can be scheduled based on a grant's previous FOA timing. Most grants are offered on an annual or cyclical basis. We anticipate those offerings and will create a calendar of upcoming opportunities to allow the Port St. Joe to initiate work before the NOFA is issued, such as forming relevant collaborations, discussing with granting agencies changes in grant requirements or their expectations for program alterations, and, most importantly, completing a comprehensive grant application that responds to the questions and information requested in the NOFA.



We will also collect information that will be required for the grant well in advance of the NOFA release. This process will include identifying and securing the required grant match as well as project partners, letters of support, and any required public notice or public participation requirements.

Some grants require that the applicant complete environmental studies in advance of the NOFA release (e.g., National Environmental Policy Act). Other grant programs require projects to be formally included in State Project lists. TFG will work with the Port St. Joe to ensure all these elements are addressed in advance of the grant NOFA being released.

#### Step 4 - Grant Writing

Grant funding agencies award proposals that are complete and fully address the key elements of the NOFA. The best-reasoned grant strategy is meaningless unless the required forms are properly completed, project budgets are reasonable, and grant narratives convincingly address selection criteria. TFG understands the importance of ensuring a quality end-product and our grant services do not stop at strategic advice. To facilitate a smooth grant writing process, we will develop customized checklists and schedules for the City and TFG to follow to ensure that all submitted applications are complete and submitted 48 hours prior to deadline. These checklists and schedules include detailed timelines as to:

- Relevant grant information the City must provide TFG and when the information must be provided.
- When the City can expect the first and second drafts of the grant narratives from TFG.
- When City feedback is due back to the TFG grant writers.
- Submitting the final grant application 48 hours before deadline.

TFG will also continually update the grant project timeline - making modifications based on issues that arise during the preparation of the grant application. Our goal in preparing these descriptive timelines is to maintain accountability in the collection of information and in the development of project narratives and budgets and in collecting critically important letters of support from relevant organizations.

TFG will also work directly with the City during the grant writing process to ensure we have the required information needed to respond to the grant, but equally importantly, ensure that the City has ample opportunity to provide feedback and guidance on the proposal, including final edits and review of grant narratives and accompanying materials. We expect to regularly take the lead in writing grant applications, which include preparing federal forms, drafting narratives and budgets, and drafting letters of support. TFG's professionals have personally written successful grant proposals for essentially every major federal agency and are able to provide relevant insight into every facet of the grant writing and submission process, from the first draft to the final package.

TFG will work closely with the Port St. Joe to ensure that all elements of the grant application are fully addressed. Our goal is to have the best grant work product completed at least one week prior to the grant submittal deadline. This one-week buffer will enable you to internally review the application while also permitting time to upload the application to Grants.gov or other online state and foundation submittal portals.



#### **Grant Teamwork**

In order to successfully secure federal, state, or private funding, our grants team recommends Port St. Joe commit to two fundamental tenets:

- The City must ensure that its needs are in alignment with the specified grant requirements.
- The City must ensure that there is adequate time to compile the required information to submit a winning application.

Often grant applicants will decide to pursue opportunities at the time the NOFA is released. This is not what our team recommends since the NOFA signals a limited time frame within which to submit the completed application and which, in many cases, requires the applicant to secure sub-recipient agreements and work out budget lines. Rather, we recommend to our clients that they initiate grant work well in advance of the NOFA release to be best positioned to address NOFA requirements.

Outside of aligning department needs with the grant requirements and providing adequate time to complete an award-winning application, the City will need to be able to provide our team documents that are germane to the grant application. Our team will produce a timeline and deadlines for the City to provide us with the information required in order to meet grant deadlines. Provided below is a generic listing of information our team will need to complete applications:

Administrative items such as:

- DUNS;
- EIN;
- Providing TFG access to the City's grants gov workspace or funding agency portal login information.

#### Project specific items such as:

- Project staff resumes and role definition;
- Total project cost and estimated budget;
- Matching funds information;
- Sub-recipient agreements or partnership agreements;
- Demonstrated community engagement and letters of support;
- Project schedule;
- Background on organizational capacity to implement grants;
- Access to policies, plans or reports that support the project;
- Environmental review status (when necessary).

While this list is not exhaustive, it is meant to demonstrate that successful grant writing cannot be done without City staff engagement. City personnel will be involved in the grant preparation process and will have the opportunity to provide feedback to our team on draft grant application narratives and required forms. Grant writing is a team sport and, as the saying goes, "There is no 'I' in Team." Our team will make sure that the City is engaged throughout the grant preparation process – for us, it is the only way to win a grant for our clients!



#### Step 5 - Organizing Political Support

TFG advocacy continues after the application is submitted. It is important to effectively rally and organize political support for the project before, during, and after the grant proposal has been submitted. Although federal career staff conduct the initial review and ranking of grant applications, in most programs, it is political appointees who make the final decision about which applications to fund. These Administration officials must consider multiple factors when making their selections, including an assessment of the political support each project enjoys. Bringing the most effective and targeted political input available to bear on these officials can be the difference between a project that secures funding and one that is highly ranked but not funded.

Since 1982, TFG has been working closely with congressional and administration officials and understands both legislative and executive branch interests and politics. We regularly work to secure a variety of demonstrations of support from lawmakers, including letters and phone calls and meetings with agency staff. Furthermore, TFG has developed strong and meaningful relationships with federal policymakers and program managers that help our clients succeed in the federal grants process. We will work closely with the City to secure support from Florida Senators and members of the House of Representatives who are identified as key to securing grant funding. TFG has followed this same advocacy process for state grants.

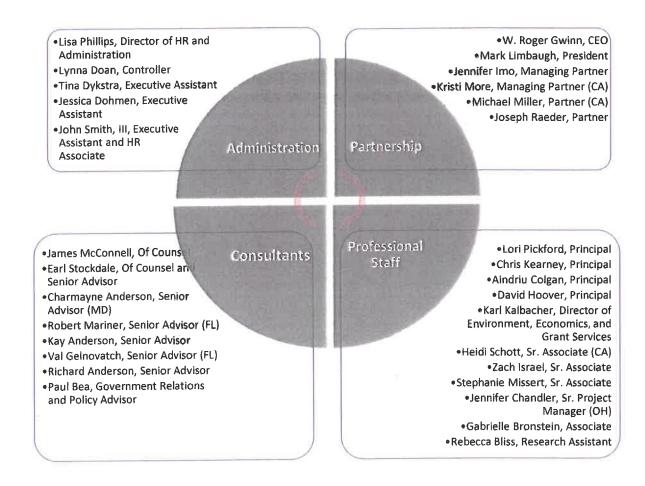
TFG helps our clients contact congressional members and staff, congressional committees, federal agency officials, and staff at all levels of government on these matters, and assists our clients in educating, negotiating and advocating their objectives to secure results. TFG prepares briefing sheets/issue papers, talking points and any other materials needed for meetings with Members of Congress, the Administration, and federal agencies to discuss funding requests, regulatory targets, authorizing legislation, or other federal initiatives.



## Firm Overview and Background

TFG was founded in 1982. The company is comprised of six equity partners, 19 professional staff members and consultants, and five administrative and support personnel. TFG's corporate offices are located at 1901 Pennsylvania Avenue, NW, Suite 700, Washington, DC, just three blocks from the White House and a short cab ride to Capitol Hill and all the federal grant issuing agencies. In addition to our headquarters' location in Washington, DC, TFG has offices California, Florida, Maryland, and Ohio. The Port St. Joe's grant efforts will be mainly served by individuals located in our Washington, DC and Piketon, OH offices. From our Washington DC location, TFG is available to meet with the Port St. Joe as needed.

TFG's organizational structure is not based on a traditional hierarchy. Instead, TFG is built on a strong, team-centered approach. Our Washington, DC office houses the majority of the TFG team, but despite their location, all team members are fully integrated into the firm's organizational structure. The following organizational chart demonstrates our team approach and the synergy of our professionals in TFG's representation of clients.





#### **Client Services**

TFG possess decades of experience working with our municipal and non-profit clients to analyze their priority projects and identify appropriate grant opportunities for which they can compete. We provide strategic advice and consulting services to shape a local project in accordance with the priorities articulated for a grant program. We work with our clients to build and leverage relationships within federal and state agencies that can yield valuable information that may provide a competitive advantage. We write grant applications and review draft grant proposals and offer constructive feedback. We partner with clients to prepare and submit competitive grant applications and secure congressional letters of support for grant applications. TFG also offers grant management services. The following are other client services that TFG offers.

NEPA Environmental Assessments Phase I and II Environmental Site Assessments Environmental Water Supply Studies Superfund Site Environmental Consulting HUD Environmental Review Record	
Environmental Water Supply Studies Superfund Site Environmental Consulting	
Superfund Site Environmental Consulting	
•	
HUD Environmental keview kecord	
Writing	
Editing	
Grants Research	
Management	
Advocacy	
Comprehensive Land Use Planning	
Property Assessment	
Housing HUD Consolidated Plan	
HUD Analysis of Impediments to Fair Housing	
HUD Comprehensive Annual Performance and Evaluation Reports	
Funding Analysis for Local Governments	
Economic Development Economic & Demographic Report for Local Governments	
Cost Benefit Analysis	
Legislation Drafting	
Agency Advocacy	
Advocacy Appropriations	
Coalition Building and Management	
Events and Logistics	

#### **Grant Successes**

Having represented local communities for 37 years, TFG's list of accomplishments and successes on behalf of our clients is extensive. Since 2010, when earmarks were prohibited by Congress, TFG has been highly successful at securing grant awards for our clients. We have secured more than \$662 million in federal competitive grants and loans in the past four years alone and we are proud of our 66% win rate for grants prepared for our clients.

TFG understands the City is seeking grant support for a wide variety of projects. In the interest of space, TFG is choosing to highlight the following eleven projects as examples of our recent work on behalf of our clients with interests similar to the Port St. Joe. We would be pleased to provide additional success stories upon request.

The following highlights successful grants TFG has prepared on behalf of clients.

St. Petersburg, FL – \$888,235 – FY2019 Clean Diesel Funding Assistance Grant Program. The City of St. Petersburg was awarded a \$888,235 grant from the US EPA to fund the purchase of Sanitation Department diesel trucks with Compressed Natural Gas-powered vehicles project under the EPA Region 4 portion of the 2019 Diesel Emission Reduction Act (DERA) funding assistance program. The City will use these funds to replace up to seventeen (17) diesel refuse/recyclables collection vehicles with CNG powered vehicles over the next two years.

**Ridgefield, WA – \$90,000 – Safe Places to Play Grant Program.** The City of Ridgefield was awarded a \$90,000 grant from the USA Soccer Foundation to install turf on five soccer fields. TFG was responsible for preparing the application and worked collaboratively with the City's staff to secure necessary documents for the application.

El Paso County, CO - \$65 million – DOT INFRA. TFG provided guidance and strategic advice to El Paso County, CO on the development and preparation of the I-25 Gap Project for consideration under the USDOT's FY2017-2018 INFRA grant program, including reviewing and editing the County's grant application. The County ultimately received a \$65 million INFRA grant award for the project. The I-25 Gap Project will add 18-miles of managed lanes in each direction in El Paso County and modernize a section of aging infrastructure through a technology-based investment that offers high mobility, safety and economic benefits at a relatively low cost.

**Loudoun County, VA - \$25 million – DOT TIGER.** TFG worked with Loudoun County, VA to coach the County on and review its TIGER application. The County was successful in securing \$25 million through the program to construct a new 1.6-mile segment of Northstar Boulevard to complete a 14-mile north-south corridor connecting to U.S. Route 50. The segment will be designed as a controlled access thoroughfare comprised of a four-lane divided roadway located within a proposed six-lane right-of-way and includes a 10-foot wide shared-use path and six-foot wide sidewalks, three signalized intersections, and two new bridges. TFG provided Congressional support to advocate for the project once the grant was submitted.

City of College Park, GA— \$222,633— USDA Farmer's Market Promotion Program. The City of College Park, GA was the recipient of a \$222,663 2016 Farmer's Market Promotion Program Grant award. Funding under this program will be used to expand the Farmers Market in the City, provide technical assistance to local farms, expand education and outreach to local residents, and establish a rotating "Pop-Up" Farmers Market in



two food desert locations. TFG wrote the grant application for the City and its grant partner non-profit organization, Metro Atlanta Urban Farm. TFG also drafted congressional support letters for the application.

**Norristown, PA - \$300,000 - EPA Brownfields Assessment Grant.** TFG prepared the EPA Brownfields Assessment grant application for the Borough of Norristown, PA. The grant provided funding to undertake Phase I and II Environmental Site Assessments for properties contaminated with petroleum and/or hazardous substances.

**Greenville, NC - \$1,600,000 — HUD Lead Hazard Reduction Grant.** The City of Greenville was awarded a HUD Lead Hazard Reduction Demonstration grant. The City will use these funds to complete lead paint abatements and interim controls on 67 houses. TFG provided guidance to the City on grant requirements and prepared the project budget and budget narrative.

**City of Palm Bay, FL - \$2.8 million – Business Expansion Enhancements.** The City of Palm Bay received \$2.8 million in grant funds from the Economic Development Administration's Economic Adjustment Assistance Program to support critical business expansion in Palm Bay, Florida. The grant provided funds for critical roadway improvements needed to help a major local employer expand its operations. The project realigned and connected two roadways, allowing Harris Corporation to expand its local operation and create new jobs for area workers. This project benefits the entire Space Coast region of Central Florida.

Tennessee Department of Transportation used federal DOT funding to award Oak Ridge \$1 million to enhance vehicular access to the historic Jackson Square commercial plaza. The Transportation Enhancements (TE) program is federal money that is administered by states designed to leverage alternative transportation options for the public's benefit. Jackson used the funding as a major economic development investment in the struggling Jackson Square. The funds redeveloped parking, vehicular entrance and egress, and bike and pedestrian access. The entire facility is now compliant with the requirements of the American with Disabilities Act. The federal funding leveraged roughly \$750,000 in private and City funding for façade and utilities upgrades. Through assistance from TFG, the City was able to seize a transportation funding opportunity for a significant economic development project.

Butte County, CA – \$18 million – Transit Center and Maintenance Facility. TFG helped the Butte County Association of Governments (BCAG) secure one of the largest grants awarded under the Federal Transit Administration's State of Good Repair grant program. The \$18 million will be used to construct the Butte Regional Transit Operations and Maintenance Facility which will allow BCAG to expand transit operations in Butte County, CA. TFG assisted BCAG throughout the entire grant application process including advance preparation for the project, generation of political support, draft of the grant application, and final review. The project represented the seventh-largest award in the nation the year it was awarded and the highest award for a rural community.

City of Lansing, MI - \$326,100 - Neighborhood Revitalization. The City of Lansing is underway with a major economic redevelopment initiative in Reo Town, the birthplace of the automobile in the United States. A significant component of this revitalization will be a "Complete Streets" re-engineering of Washington Avenue through Reo Town that will enable greater pedestrian and bicycle movement. TFG worked with Lansing to assemble the project components and write an application to reconstruct Washington Avenue as a three-lane avenue with bike lanes, wider sidewalks, landscaped medians, and green stormwater management infrastructure. This project received one of only two grants made in Michigan through this program.

## **Price Proposal**

#### **Project Timeframe**

TFG is prepared to commence work with Port St. Joe on this contract upon acceptance of our proposal. Within the first 30 days of the contract, the TFG Team will have met with City leadership to discuss ongoing projects, priorities, and future needs that may benefit from federal, state, or foundation assistance. We will collect information from these meetings and prepare a comprehensive Grant Funding Guide of all grants for which the City may pursue funding. We expect to complete the Grant Funding Guide within the first 60 days.

From the initiation of the contract, the TFG Team will also be prepared to work with Port St. Joe personnel to prepare grant applications. We recognize that the grant process is a year-round process and the City cannot afford to miss out on applying for an opportunity while we are in the early stages of setting up the grant program and offering educational workshops.

#### **Proposed Fees**

TFG stands ready to work closely with Port St. Joe to refine and tailor our fees based upon your needs. The figures below include cost proposal options for engagement of activities described in this proposal. TFG proposes a combination fee structure based on a retainer fee for on-going grant analysis and research services along with a fee table to provide specific grant writing and preparation services.

#### **Funding Needs Assessment and Comprehensive Grant Guide Services**

TFG proposes to provide grant identification and research services to the Port St. Joe on an annual retainer fee basis. A retainer fee service provides the City with budget certainty and stability and enables access to our expertise all year long. Given our current understanding of the Port's interests and scope of services, we propose an annual retainer fee of \$12,000, payable in monthly payments of \$1,000. Under the retainer fee, TFG will prepare the Funding Needs Analysis described above, prepare a comprehensive Grant Funding Guide and Grant Calendar, and conduct year-round grant research.

#### **Grant Writing Services**

TFG Grant Writing Services are offered to the City at any time, including during the development of the Grant Funding Guide. TFG will be provide to the City Grant Profiles of funding opportunities that have been released by grant issuing agencies. Should the City wish to apply for a grant opportunity, TFG will prepare a Letter of Agreement which specifies the cost for TFG to prepare the application which is based on the pricing table provided below.

Grant applications vary widely with respect to complexity and level of effort required to complete them.

Consequently, TFG offers fixed cost pricing for grant writing services based on the narrative page length. Grant writing services also include preparing federal and state grant forms, the project budget, and budget narrative.



TFG defines a "rush" grant project as a notice to proceed from the City to prepare a grant application that has a submission deadline of three weeks or less.

The following table provides the project rates for completing standard and rush applications. All prices listed are minimum and not to exceed cost. TFG will provide to the City a separate cost proposal on a project-by-project basis for grant required elements such as preparing logic models, Benefit-Cost Analysis, Analysis of Brownfield Cleanup Alternatives, Diesel Emission Quantifier, and completion of NEPA studies.

Workload (low to high)	Type of Grant	Narratīve Page Length	Standard Cost	Rush Cost
Level 1	Letter of intent, Letter of inquiry	3-5	\$2,000	\$3,500
Level 2	Small, well defined request	6-10	\$5,000	\$7,000
Level 3	Small, full grant application	11-15	\$9,500	\$12,000
Level 4	Medium, full grant application	16-20	\$14,500	\$18,000
Level 5	Large state or national foundation or medium federal grant	21-25	\$18,000	\$24,000
Level 6	Large federal grant application	26-30	\$21,000	\$30,000

#### **Expenses**

TFG fees include all direct labor, overhead (including general and administrative expenses), other direct costs, subcontractor costs, fixed fees, miscellaneous incidental services, and all applicable taxes. No travel or related expenses will be chargeable to the City without prior approval by an authorized City representative. If travel is required, expenses will be capped at no more than \$2,500 per year. TFG will comply with federal travel policies.

# Code Enforcement 2019Activity As of 5/30/2019

	Open	Closed	Total	Increase
Unlawful	7			
Accumulation	53	40	93	7
	_			
Substandard				
Structure	34	10	44	
A1 1 1	1			
Abandoned			44	
Vechicle	8	3	11	
Unlawful	1			
Sewer				
Land regulation	]			
Violation	38	41	79	9
-		,	3 <u></u>	2 <del></del>
Business Lic.			N <del>2</del>	
Violation				
Special Master	1			
Hearings				
Hearings				
Building	]			
Demolition	6	62	68	
	-			, <del></del> (
Waste				V
Violation	11	40	51	11
	1			
Sign				
Violation	1	480	481	21
Total	151 Total	676 To	tal 827 Total	48