

MINUTES OF THE SPECIAL MEETING OF THE BOARD OF CITY COMMISSIONERS FOR THE CITY OF PORT ST. JOE, FLORIDA, HELD AT 2775 GARRISON AVENUE, November 18, 2022, At 9:00 A.M.

The following were present: Mayor Buzzett, Commissioners Ashbrook, Hoffman, Langston, and Lowry. City Manager Jim Anderson, City Clerk Charlotte Pierce, City Attorney Clinton McCahill, Finance Director Mike Lacour, and Public Works Director John Grantland were also present.

The purpose of the meeting was to consider the Memorandum of Understanding for the purchase of the ESAD Sewer System.

CONSENT AGENDA

Memorandum of Understanding – ESAD Sewer System

A Motion was made by Commissioner Ashbrook, second by Commissioner Lowry, to approve the Memorandum of Understanding with Gulf County for the purchase of the ESAD Sewer System. All in favor; Motion carried 5-0. The MOU is attached as Exhibit A.

There was no other business to come before the Commission and Mayor Buzzett adjourned the meeting at 9:02 A.M.

Approved this 6th day of December 2022.



Rex Buzzett, Mayor

12/6/22

Date



Charlotte M. Pierce, City Clerk

12/6/22

Date

MEMORANDUM OF UNDERSTANDING AND AGREEMENT
REGARDING GULF COUNTY SUPPORT AND ASSISTANCE TO
CITY OF PORT ST. JOE IN EXPANSION OF PUBLIC SOLID WASTE SYSTEM

November 16, 2022

This Memorandum of Understanding and Agreement is to establish a structure, agreement and process for support and assistance for the expansion of the City of Port St. Joe public solid waste system by acquiring the private solid waste system known as ESAD Enterprises, Inc., "ESAD" and extending its services to the Gulf County line terminating at CR 386 bordering with Bay County, Florida and is entered into by and between the CITY OF PORT ST. JOE, a Florida municipal corporation ("City"), having an address of 305 Cecil G. Costin Sr. Blvd, Port St. Joe, FL 32456, and GULF COUNTY, duly organized under the laws of the State of Florida ("County"), having an address of 1000 Cecil G. Costin, Sr. Blvd, Port St. Joe, Florida 32456.

WHEREAS, the County and City each own real property or other physical assets in or around the areas of Gulf County, Florida (the "Region") and have mutual interests in exploring opportunities and securing additional public health and safety for its residents and continually improving the quality of life for its citizens and visitors which include to promote economic development and public health and safety through possible expansion and further development of existing public utilities including but not limited to the City of Port St. Joe solid waste system and customer accessibility within the Region; and

WHEREAS, the County is supportive of the City to acquire the private solid waste system currently owned by ESAD; and

WHEREAS, the City desires to acquire ESAD contingent upon the County's obligations contained in this Agreement; and

WHEREAS, the County and City understand the potential benefit of working collaboratively to explore and secure the available assets and provide the County's professional experience in order to maximize the economic development opportunities and increased public health and safety in the Region with the City's expansion of its existing solid waste system; and

WHEREAS, the County has previously entered into a similar agreements and cooperative efforts with the City and, believes that supplementing those other current efforts will assist in the goal of maximizing the public health and safety and further economic development opportunities within the Region; and

WHEREAS, the Gulf County Board of County Commission ("Commission") seeks to continue its long history of support and assistance for the development of the Region through its cooperative efforts of public investment through the City of Port St. Joe for the future growth and promotion of an expansion of the solid waste system, and

WHEREAS, the City Commission recognizes the continuing emergence of the County through its efforts in promotion, marketing and development that serve as the primary catalyst to the future enhanced quality of life, public health and safety and thereby increased business and job growth in the City and Gulf County, and

AS COM Cfm

WHEREAS, the County and City have both met in open public meetings duly noticed during which an affirmative vote was taken to authorize the designated elected officials stated herein to execute this Memorandum of Understanding on behalf of both the County and City, and

WHEREAS, the Commission recognizes the unique and abundant opportunities that will be created for this and future generations from the success that is accomplished in collaboration and cooperation with the City in expanding the current solid waste system and taking both private systems and septic systems off line within the Region.

NOW, THEREFORE, in consideration of the foregoing promises and mutual understandings of the parties, the County and City agree as follows:

1. The County hereby agrees that under this Agreement the County shall support and perform its conditions upon the City executing its Agreement with ESAD Enterprises, Inc., for the purchase of its solid waste sewer system and if that Agreement should terminate so would this Agreement. The County further agrees that it shall convey the necessary perpetual easements for solid waste service access for Beacon Hill area (also known as Integras) as for the City to own and operate the Beacon Hill area sewer system.
2. County support County agrees herein to provide
 - a. Funding support that includes the financial commitment of \$750,000.00 (seven hundred and fifty thousand dollars), which represents (1) \$500,000.00 (five hundred thousand dollars) exclusively toward the acquisition and purchase of the private system known as ESAD; and (2) up to \$250,000.00 (two hundred and fifty thousand dollars) towards improvements and upgrades and repairs to the existing system. The \$500,000.00 consideration from the County shall be provided on the closing of the City's purchase of the ESAD system and that the City's purchase of the ESAD system is contingent upon the County providing the \$500,000.00 commitment towards the City's purchase of ESAD. The County will provide the City with the funding of up to \$250,000.00 for improvements upon the City and ESAD concluding the purchase agreement between them for the City's purchase of the ESAD system. The County agrees that the City's agreement to purchase the ESAD system is contingent upon this agreed upon funding for upgrades and repairs of the proposed City system and expansion after its acquisition of the subject system. The City agrees that upon funding from the County, the City shall fully cooperate with County officials for all grant requirements in seeking reimbursement to the County for the pledged funding.
 - b. The County agrees to execute and convey those necessary perpetual easements for expansion and extension of the current City of Port St. Joe solid waste treatment lines across County property to access the necessary lift station required for the City to expand its solid waste service area to the Bay County line. The process for conveyance of these perpetual easements shall commence immediately upon the City's and ESAD fully executing the waste system purchase agreement. The identified parcel required from the County to convey easement access is attached as Exhibit "A" and said easements with final legal descriptions shall be prepared and delivered by Gulf County following the contract execution between the City and ESAD.
 - c. The County agrees to this pledge and funding support conditioned on the City of Port St. Joe executing a purchase agreement on or before November 30, 2022 with ESAD and thereafter purchase and acquisition of the system on or before September 30, 2023.

RB CMP Ctm

3. Notice Any notice required or permitted to be given hereunder shall be in writing. Notice shall be effective upon delivery by electronic transmission, mail, facsimile, express courier, or other appropriate means to the following addresses of the parties hereto:

To City of Port St. Joe: Jim Anderson, City Manager
City of Port St. Joe
305 Cecil G. Costin, Sr. Blvd.
Port St. Joe, Florida 32456
Email: janderson@psj.fl.gov

With a copy to: Clinton T. McCahill
817 Marvin Avenue
Port St. Joe, Florida 32456
Email: mccahilllaw@fairpoint.net

To County: Gulf County Board of County Commission
c/o County Administrator Michael Hammond
1000 Cecil G. Costin, Sr. Blvd
Port St. Joe, Fl. 32456
Email: mhammond@gulfcounty-fl.gov

With a copy to: Jeremy T.M. Novak, Esq.
402 Reid Avenue
Port St. Joe, Florida 32456
Email: jnovak@gulfcounty-fl.gov

4. Amendments. This Agreement shall not be changed, modified, terminated or discharged in whole or in part except by an instrument in writing signed by both parties hereto, or their respective permitted successors or assigns, or as otherwise provided herein.

5. Limited Purpose Entry into this Agreement between the parties shall not result in any commitment or obligation on the part of either party to enter into any future transaction or business relationship other than as set forth in a written agreement signed by authorized officers of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

DATED this 18th day of November, 2022.

CITY OF PORT ST. JOE
a Florida municipal corporation

By: Rex Buzzett
Rex Buzzett, Mayor/Commissioner

ATTEST:

Charlotte M. Pierce
Charlotte Pierce, Clerk

Clinton T. McCahill
Clinton T. McCahill
FL BAR NO. 73482
260 Marina Dr. Ste A



Port St. Joe, Florida 32456
ATTORNEY FOR CITY OF PORT ST. JOE

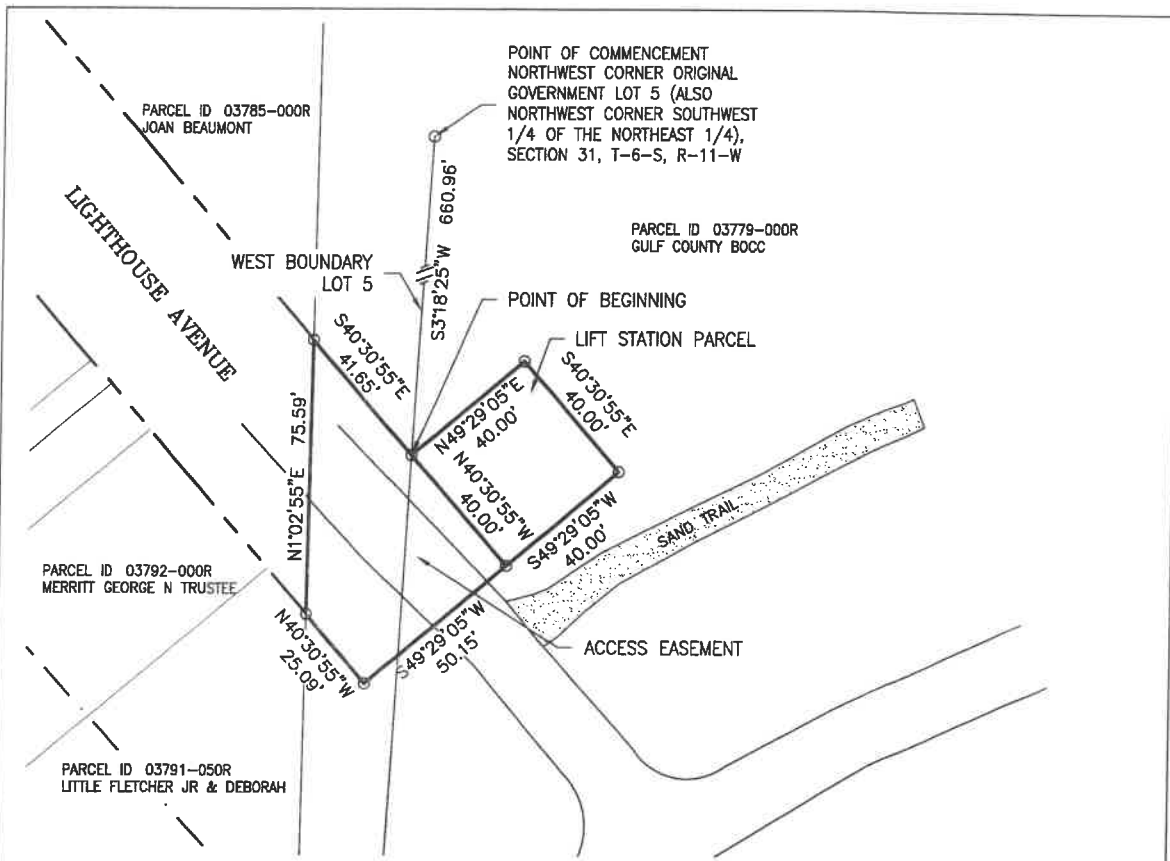
GULF COUNTY, FLORIDA

By: _____
Sandy Quinn, Chairman

ATTEST:

Rebecca L. Norris, Clerk
Gulf County, Florida

Jeremy T.M. Novak
FL BAR NO. 44698
Novak Law Group, PLLC
402 Reid Avenue
Port City of St. Joe, FL 32456
ATTORNEY FOR GULF COUNTY



LEGAL DESCRIPTION LIFT STATION PARCEL

A PARCEL OF LAND LYING AND BEING IN ORIGINAL GOVERNMENT LOT 5, BEING THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 6 SOUTH, RANGE 11 WEST, GULF COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF ORIGINAL GOVERNMENT LOT 5, BEING THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 6 SOUTH, RANGE 11 WEST, GULF COUNTY, FLORIDA AND PROCEED SOUTH 03 DEGREES 18 MINUTES 25 SECONDS WEST, ALONG THE WEST BOUNDARY LINE OF SAID LOT 5, FOR A DISTANCE OF 660.96 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID WEST BOUNDARY PROCEED NORTH 49 DEGREES 29 MINUTES 05 SECONDS EAST, FOR A DISTANCE OF 40.00 FEET; THENCE SOUTH 40 DEGREES 30 MINUTES 55 SECONDS EAST, FOR A DISTANCE OF 40.00 FEET; THENCE SOUTH 49 DEGREES 29 MINUTES 05 SECONDS WEST, FOR A DISTANCE OF 40.00 FEET; THENCE NORTH 40 DEGREES 30 MINUTES 55 SECONDS WEST, FOR A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING. CONTAINING 1,600.00 SQUARE FEET OR 0.037 ACRES, MORE OR LESS.

LEGAL DESCRIPTION ACCESS EASEMENT

A PARCEL OF LAND LYING AND BEING IN ORIGINAL GOVERNMENT LOT 5, BEING THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 6 SOUTH, RANGE 11 WEST, GULF COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF ORIGINAL GOVERNMENT LOT 5, BEING THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 6 SOUTH, RANGE 11 WEST, GULF COUNTY, FLORIDA AND PROCEED SOUTH 03 DEGREES 18 MINUTES 25 SECONDS WEST, ALONG THE WEST BOUNDARY LINE OF SAID LOT 5, FOR A DISTANCE OF 660.96 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 40 DEGREES 30 MINUTES 55 SECONDS EAST, FOR A DISTANCE OF 40.00 FEET; THENCE SOUTH 49 DEGREES 29 MINUTES 05 SECONDS WEST, FOR A DISTANCE OF 50.15 FEET; THENCE NORTH 40 DEGREES 30 MINUTES 55 SECONDS EAST, FOR A DISTANCE OF 75.59 FEET; THENCE SOUTH 40 DEGREES 30 MINUTES 55 SECONDS EAST, FOR A DISTANCE OF 41.65 FEET TO THE POINT OF BEGINNING. CONTAINING 2,676.70 SQUARE FEET OR 0.061 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

1. BEARINGS SHOWN HEREON ARE REFERENCED TO FLORIDA STATE PLANE COORDINATES, NORTH ZONE, NAD 1983/2011, U.S. SURVEY FEET.
2. THIS SKETCH, MAP, AND REPORT IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SKETCH MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
3. NO TITLE SEARCH, TITLE OPINION OR ABSTRACT WAS PERFORMED BY, NOR PROVIDED TO DEWBERRY ENGINEERS INC. FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, ENCROACHMENTS, RIGHT-OF-WAYS, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
4. THE SURVEY DEPICTED HEREON WAS PREPARED IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS FOR PROFESSIONAL SURVEYORS AND MAPPERS AS DEFINED IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.



DAVID JON BARTLETT, P.S.M. DATE SIGNED
 PROFESSIONAL SURVEYOR & MAPPER No. LS4018

Dewberry®
 DEWBERRY ENGINEERS INC.
 203 ABERDEEN PARKWAY
 PANAMA CITY, FLORIDA 32405
 PHONE: 850.522.0644 FAX: 850.522.1011
 WWW.DEWBERRY.COM
 CERTIFICATE OF AUTHORIZATION NO. LB 8011

SKETCH OF DESCRIPTION		DRAWING DATE:	PROJECT NO.
LIFT STATION PARCEL		03/10/2022	50146261
SECTION 31, T-6-S, R-11-W		BY:	
GULF COUNTY, FLORIDA		DJB	
FB/PG: N.A.	FLD DATE: N.A.	APPROVED BY:	S1
		JHG	