

**March 21, 2023
Regular Meeting
12:00 Noon**



City of Port St. Joe

Rex Buzzett, Mayor-Commissioner
Eric Langston, Commissioner, Group I
David Ashbrook, Commissioner, Group II
Brett Lowry, Commissioner, Group III
Scott Hoffman, Commissioner, Group IV

[All persons are invited to attend these meetings. Any person who decides to appeal any decision made by the Commission with respect to any matter considered at said meeting will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The Board of City Commission of the City of Port St. Joe, Florida will not provide a verbatim record of this meeting.]

BOARD OF CITY COMMISSION

Regular Public Meeting

12:00 Noon

Tuesday March 21, 2023

Call to Order

Consent Agenda

Minutes

- Regular Commission Meeting 3/7/23

Pages 4-7

City Engineer

- Long Ave.
 - Water/Sewer
 - Paving
- Ave. C & D Paving
- First Street Paving
- Beacon Hill Sewer Design
- First Street Water Line Replacement

City Attorney

- Update

Old Business

- City Projects
- EV Charging Station

Pages 8-9

Pages 10-11

New Business

- Parking Lot Agreement
- Otter Signs
- Sheryl Steindorf- Gulf County Citizens for a Healthy Future
 - Competitive Florida Partnership
 - Port Master Plan

Pages 12-25

Public Works

- Update

Surface Water Plant

- Update

Wastewater Plant

- Update

Finance Director

- **FEMA- Update**

Code Enforcement

- **Update**

Police Department

- **Update**

City Clerk

- **Grants- Update**
 - **Request to Bid Grant Writing Services**

Pages 26-27

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, March 7, 2023, at Noon.**

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

CONSENT AGENDA

Minutes

A Motion was made by Commissioner Langston, second by Commissioner Lowry, to approve the Minutes of the Regular Meeting of February 21, 2023. All in favor; Motion carried 3-0.

Proclamation Red Cross

Mayor Buzzett read a Proclamation declaring March as Red Cross awareness Month. The Proclamation was presented to American Red Cross Volunteers Mel Magidson, Wayland Patterson, and Anthony Cornett Panama City Red Cross Office Manager.

City Engineer – Josh Baxley

Long Avenue Water / Sewer

The contractor is currently replacing or terminating the remaining twenty laterals. As of March 6, 2023, 13 laterals have been completed.

Long Avenue Paving

The contractor has completed the drainage crossing at First Street and is currently working on installation of drainage pipe down Long Avenue.

Avenues C and D Paving

Patching on Avenue D is expected to be completed within the next week. Paving is expected to begin within the next two weeks and to be completed within 30 days of commencement.

Dr. Joe Parking Lot Paving

Paving and Striping of the parking lot has been completed.

Beacon Hill Sewer Design

The Low Pressure design has been completed and given to the City for review.

SCOP Grant Application 2023; Resolution 2023-01

Dewberry is in the process of finalizing the application to pave from Highway 98 to MLK on both Avenues C and D. The application is due March 17, 2023.

Downtown Water Lines Replacement

Dewberry has a 95% plan set for review for Phase I to include First Street and Marina Drive.

City Attorney

Mr. McCahill did not have anything specific to discuss with the Commissioners. He confirmed that an easement for the Beacon Hill Sewer has not been received from the County.

Old Business

City Projects

The quotes for the WIG center have been received. With tile the cost is \$33,900 and without tile is \$27,280. Monolith will review their quotes to see if there are areas that can be adjusted to reduce the amount.

New Business –

Juneteenth Celebration Request

Marquita Thompkins shared that the request for the block party had been withdrawn and she was asking for a waiver of all fees. Mayor Buzzett explained that a waiver of the fees could not be given but if a 501 c (3) organization sponsored the event, they would receive a cheaper rate.

EV Charging Station

A request has been received from Duke Energy to create EV Charging Stations in Port St. Joe. It would require 5 parking spaces, all funds collected would go to Duke Energy, and the City would not receive any compensation and have to sign a 10 year lease agreement for the parking spots. After discussion, consensus was that we could not afford to give up five parking spaces downtown.

SRF Loan Agreement

A Motion was made by Commissioner Lowry, second by Commissioner Langston, to sign the SRF Loan Agreement Extension. All in favor; Motion carried 3-0.

Public Works – John Grantland

RFP 2022-10 Septic to Sewer Grant Bores Change of Contractor

A Motion was made by Commissioner Lowry, second by Commissioner Langston, to rescind the Motion allowing Spear to perform the bores and to accept Broadband as the contractor as he will match the original contract price. All in favor, Motion carried 3-0.

A Motion was made by Commissioner Lowry, second by Commissioner Langston, to approve an equipment loan to the DOC for inmate crews. All in favor; Motion carried 3-0.

Surface Water Plant – Larry McClamma

RFP 2023-02 Micro Membrane Filters

A Motion was made by Commissioner Lowry, second by Commission Langston, to accept the low bid of Filmtec in the amount of \$74,160 including shipping, for 144 filters. All in favor; Motion carried 3-0.

Spiders Cut Dredging Request

Ken Jones, an engineer with Rhumblin, shared that his company has received a grant from the National Fish and Wildlife Foundation (funded by a Deep Water Horizon Funding Grant) to conduct restoration dredging in Spiders Creek and Douglas Slough. Rhumblin is looking for options related to the transfer of material from hopper barges in the Chipola River, probably by fluidizing the sands in the barge and pumping it up the City Water Canal. Mr. Jones offered the sand, about 20,000 cy which consists of fine and medium sands with clays and silts making up less than approximately 10% of the total volume to the City. The material is clean and potentially a good source of fill.

After discussion, the consensus of the Commission was that this activity could potentially impact the City's water supply and declined the request.

Wastewater Plant – Kevin Pettis

Mr. Pettis shared there is 1.5' of free board in the pond, that the filters have finished discharging at half throttle and the #1 filters will be replaced by next month. The permit renewal was sent to DEP last month.

Finance Director – Mike Lacour

FEMA Update

EHP has requested more information on the Clifford Sims Observation Deck and he will follow up with them on this.

Code Enforcement –

RFP 2023-01 Demolition of 1310 Long Avenue, Parcel #05171-000R and 903 16th Street, Parcel #05441-000R

A Motion was made by Commissioner Langston, second by Commissioner Lowry to approve the involuntary demolition of the structures at 1310 Long Avenue (\$6,561.03) and 903 16th Street (\$16,071.24) by Rogers Brothers Land Clearing for \$22,632.27. All in favor; Motion carried 3-0.

Mr. Anderson announced that Code Enforcement Officer Richard Burkett will be retiring in April. He thanked Mr. Burkett for his service and wished him well in retirement.

Police Department – Chief Richards

Chief Richards did not have anything to update the Commission on.

City Clerk – Charlotte Pierce

Grants Update

Clerk Pierce shared that city staff continues to work with our grant writers on the availability of grants and opportunities of funding for the city. She noted that a good portion of the work day of Mr. Anderson, Mike Lacour, and herself was spent on grant activity.

Citizens to be Heard –

Dave Warriner requested the help of the Commission in protecting endangered species, mainly Otters. This is to be on the Agenda for the next meeting.

Akojua Gyamfuah, Executive Director Pioneer Bay Community, shared of the successful completion of students from the job training program and they are now available for employment.

She also requested that a representative of the City serve on the Transformative Scenario Planning Advisory Board to address health inequity in Port St. Joe.

Discussion Items by Commissioners

Neither *Commissioners Lowry nor Langston* had any additional items to share with the Commission.

Mayor Buzzett noted the need for additional sand in the marina basin of Clifford Sims Park.

He reminded the Commission that the gravel in the walking trail in Maddox Park is not conducive for walking. He requested that we get an updated quote for removing the gravel and paving the trail be utilized and to include the paving of the parking lot. Funds would come from the boat ramp funds as this is in that area.

Mayor Buzzett also requested that a quote be obtained to use rocks in the new parking area near CVS.

Motion to Adjourn

There was no other business to come before the Commission and Mayor Buzzett adjourned the meeting at 12:55 P.M.

Approved this _____ day of _____ 2023.

Rex Buzzett, Mayor

Date

Charlotte M. Pierce, City Clerk

Date

Current City Projects 3/21/23

- Maddox Park Drainage- Need more info. from engineer to bid and direction from the Board
- Clifford Sims Park Repairs- The Bids have been sent to FEMA/FDEM for approval
- Maddox Park Gazebo- Under Construction.
- Centennial Bldg. Rehab- Bids to be opened on 8/12/22, received one high bid. Working on new bid specs.
- Lighthouse Complex Rehab- Bids to be opened on 8/12/22. No Bids received. Working on new bid specs.
- Core Park Stage, Splash Pad, & Restroom- Was not Approved
- Sewer Rehab. CDBG-DR- Grant Funding Approved 5/21, Grant Agreement Received, working on Task Orders.
- City Hall Complex- Working on USDA Grant/Loan Docs. Currently on hold.
- Community Garden- Lease Agreement signed
- First Street Paving from First Street to Hwy 71 SCOP- The Stormwater Pipe has been installed and the Contractor has been contacted to finish the Paving week of 3/20.
- Long Ave Water/Sewer- Under Construction
- Long Ave. Paving- Start Date 1/3/23, waiting on the Underground Work to be Completed.
- Ave. C, & D Paving- Start Date 1/3/23
- **Dr. Joe Parking Lot Paving- Complete**
- New Boat Ramp Access Road- Tabled
- Beacon Hill Sewer- The Lift Station Contract has been signed and Design is ongoing for the Sewer Main.
- Skate Park- Working with the School on the location
- Washington Gym Complex Roofs- Reviewing the Engineers Report
- ESAD Sewer Purchase Evaluation for Upgrades- Out for Bids
- 20th Street Stormwater Pipe- Working on Camera Quote

- Stormwater Pipe Replacement on 10th Street- The Pipe has been installed & the Patch Work is Scheduled.

Jim Anderson

From: Ashley Vargas <AVargas@mckimcreed.com>
Sent: Tuesday, February 28, 2023 1:33 PM
To: Jim Anderson
Cc: Eric Kennedy; Algor, Daniel W
Subject: Duke Park and Plug - Port St Joe Virtual Meeting - Follow up
Attachments: Port St Joe Site Map.PNG

Jim,

From our meeting earlier today, here are some important points that were discussed for you to reference at your meeting coming up.

- The agreement requires 5 parking spaces for 2 dual port DC Fast chargers, which would be able to charge four vehicles at once. The fifth spot is required to be ADA compliant.
- I attached a picture of the parking lot that was favorable to place the chargers.
- I will have someone on our team send you the SHA (Site Host Agreement) soon, so it can be review at your upcoming meeting.

Reach out to me if you have any questions.

Thanks,

Ashley

Ashley Vargas | Designer
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Proposed area for
installation of two
180kw ABB Fast DC
Chargers



**LICENSE AND INDEMNIFICATION AGREEMENT
AND WAIVER OF CLAIMS**

THIS LICENSE AND INDEMNIFICATION AGREEMENT AND WAIVER OF CLAIMS (“Agreement”) is made and entered into by and between **THE ST. JOE COMPANY**, a Florida corporation (“Licensor”) whose address is 130 Richard Jackson Boulevard, Suite 200, Panama City Beach, FL 32407, and **CITY OF PORT ST. JOE, FLORIDA**, a municipal corporation whose address is 305 Cecil G. Costin Sr. Boulevard, Port St. Joe, Florida 32456 (“Licensee”).

RECITALS:

A. Licensor is the owner of the land depicted in the map referenced as **EXHIBIT “A”** (“Property”).

B. Licensee desires to enter the Property for the purpose of constructing a surface level parking lot and any necessary stormwater or drainage facilities (“Parking Lot Improvements”), together with the right and obligation to maintain, repair, replace and use the Property and Parking Lot Improvements (hereinafter the “Permitted Activities”) pursuant to the express restrictions contained in this Agreement.

C. Licensor is willing to grant Licensee a temporary non-exclusive revocable right of usage and access over the Property (“License”) to conduct the Permitted Activities, but only based on the terms and conditions hereof.

D. Licensee acknowledges and appreciates the risks of coming on the Property to conduct the Permitted Activities.

E. Licensee acknowledges and agrees that Licensee, Licensee’s invitees, and all persons under Licensee’s direction and control, as well as any other person on the Property because of Licensee including members of the public parking on the Property (collectively, the “Invitees”) and Contractors performing the Parking Lot Improvements (defined herein) shall at all times exercise due care for their own personal safety and the safety on the Property and Licensee shall fully indemnify Licensor for any damages which may occur on the Property and/or are or will be associated with Licensee’s use of the Property.

NOW, THEREFORE, in consideration of the mutual undertakings of the parties set forth in this Agreement and of other valuable considerations, the receipt and sufficiency of which the parties hereby acknowledge the parties hereby agree as follows:

1. **Incorporation of Recitals.** The recitals above are incorporated herein as if restated.

2. **Grant of License to Perform Parking Lot Improvements.** Licensor hereby grants a License to Licensee, its employees, agents, subcontractors, and persons under Licensee’s control, and to any contractor hired by Licensee, its employees, agents, subcontractors, and all persons under their direction and control (collectively, “Contractors”), to perform the Parking Lot

Improvements on the Property pursuant to the express conditions and restrictions contained in this Agreement. Licensee may not commence the construction of any Parking Lot Improvements on the Property without first providing Licensor with a copy of all plans and necessary permits and receiving Licensor's written approval. Licensee may not conduct any activity on the Property other than the Permitted Activities and may not construct any improvement on the Property without the prior written consent of Licensor.

3. **Grant of License for Permitted Activities.** Licensor hereby grants a License to Licensee, its employees, agents, subcontractors, and persons under Licensee's control, and to any contractor hired by Licensee, its employees, agents, subcontractors, and all persons under their direction and control as well as the "Invitees" including the general public to enter and use the Property as a surface level parking lot pursuant to the express conditions and restrictions contained in this Agreement. Licensee may not conduct any activity on the Property other than the Permitted Activities.

4. **Non-Exclusive Grant.** At all times, the Licensee's use of the Property shall be non-exclusive and Licensor may grant other third parties additional rights to use the Property including without limitation the Parking Lot Improvements in connection with the Licensor's use of contiguous or nearby parcel(s), and to include the Property and Parking Lot Improvements in any mandatory parking calculations, thresholds or ratios under applicable land development regulations and municipal codes for contiguous or nearby parcels.

5. **Possession Date, Term.** Unless terminated by Licensor, the term ("Term") of the License shall commence on _____, 2022 ("Possession Date") and shall run for a period of three (3) years ("Termination Date"). In addition to the terms set forth in Section 6 below, Licensee understands and agrees that Licensor may terminate this Agreement at any time and for no reason at all.

6. **Termination.** Licensor may terminate this Agreement upon the occurrence of any of the following:

- (a) Failure of Licensee to comply with the terms of this Agreement;
- (b) Failure of Licensee to comply with the terms of the Permits, as hereinafter defined; or
- (c) Upon one hundred and ninety (90) days advance written notice to Licensee advising of Licensor's use or conveyance of the Property by lease or sale to a third party.

7. **Use Restrictions.** The Property may be used solely to conduct the Permitted Activities and only during the Term. There shall be no use or act by Licensee, its Contractors or Invitees which is in violation of any such rule, or any law or ordinance established by any federal, state, municipal or local governmental or regulatory agency pursuant to this Agreement. Licensee, its Contractors or Invitees agree to comply with all applicable laws, rules and regulations, including but not limited to, the provisions of the EMA and RGP as further defined herein. Licensee shall be solely responsible for any permit non-compliance and construction defaults pursuant to this

Agreement caused by Licensee, its Contractors or Invitees. Licensee shall not permit any use of the Property which would cause a disruption or which would be offensive or harmful in Licensor's reasonable discretion. Licensee shall at all times comply with any rules and regulations established by the Licensor, as may be amended from time to time ("Rules and Regulations"). The initial Rules and Regulations are attached hereto as EXHIBIT "B".

8. **Construction of Parking Lot Improvements.** Prior to performing any Permitted Activity under this Agreement, Licensee shall have any Contractors performing any work on or around the Property execute and deliver to Licensor a Joinder Agreement in the form attached hereto as EXHIBIT "C". Contractors shall comply with this Agreement, all Permits, as well as all applicable laws and regulations, with respect to performing the Permitted Activities. Licensee shall be responsible for all costs required for the Permitted Activities and, unless Licensee obtains Owner's prior written consent, Licensee's activities on the Property shall be limited to the Permitted Activities. The Licensee shall not make any improvements to the Property without the Owner's prior written consent.

8.1. **As-Is Condition.** Licensee agrees the acceptance of the Property and any systems and equipment serving the Property shall be "AS IS," without any agreements, representations, understandings or obligations on the part of Licensor to perform any further alterations, repairs or improvements and shall further constitute a waiver and release by Licensee of any claim or cause of action for damages from Licensor resulting from any error or omission.

8.2. **Licensee's Plans and Specifications.** Prior to the commencement of any Parking Lot Improvements, Licensee shall submit to Licensor for its review and approval and, if necessary, resubmit the same from time to time within fifteen (15) days after receipt of written notice of disapproval thereof from Licensor, until the same are approved by Licensor, detailed drawings, plans and specifications of and for all improvements to be constructed and installed by Licensee on the Property ("Plans and Specifications"). The Plans and Specifications shall be prepared by a licensed architect or engineer. Licensee shall not apply for any permitting or commence the construction and installation of any of the Parking Lot Improvements unless and until Licensor shall give its written consent and approval to the Plans and Specifications (hereinafter "Approved Plans and Specifications"), which consent cannot be unreasonably withheld. Upon receipt of Licensor's approval of the Plans and Specifications, Licensee shall promptly thereafter, and at its sole cost and expense, seek and obtain all necessary building permits and governmental approvals required to enable Licensee to construct the Parking Lot Improvements.

8.3. **Parking Lot Improvements.** Promptly following the later of: (a) the Possession Date or (b) Licensee's receipt of (i) Approved Plans and Specifications and (ii) all necessary building permits and governmental approvals, Licensee shall, at its expense, commence the construction and installation of the Parking Lot Improvements. Licensee warrants and represents to Licensor that all such Parking Lot Improvements will be of first-class quality and will be performed in a good workmanlike manner and in conformance with all applicable laws, ordinances, requirements, orders, directions, rules and regulations of all governmental authorities, and in accordance with the Approved Plans and Specifications. The contractor selected by Licensee to perform the Parking Lot Improvements shall be licensed, bonded, and approved by

Licensors in writing prior to commencement of construction. All contractors performing work on the Property shall carry workers' compensation insurance, builder's risk insurance, commercial general liability insurance and excess liability insurance in amounts reasonably acceptable to Licensors and shall deliver a certificate of insurance evidencing such coverages to Licensors prior to commencing work on the Property.

8.4. Construction Process. The provisions of this Article 8 shall apply to the improvement of the Property in the first instance, and any future modifications, alteration or renovations to the Property, and, unless clearly inapplicable, to all reconstruction or restoration performed pursuant to any other portion of this Agreement by Licensee.

8.5. Licensors Not Bound. Licensors' approval of the Plans and Specifications shall not be construed as approval of the structural adequacy or integrity of the work detailed therein, or of the conformity of the same to applicable building codes and other legal requirements. Licensee agrees to indemnify, defend, save and hold Licensors harmless from and against, and reimburse Licensors for, any and all obligations, damages, injunctions, suits, fines, penalties, demands, claims, costs, expenses, actions, liabilities, suits, proceedings and losses of whatever nature (including Attorneys' Fees and court costs), arising therefrom. Any work which does not conform to the Approved Plans and Specifications, if so required by Licensors or by law, shall be removed or reconstructed by Licensee, at Licensee's sole cost and expense.

8.6. Compliance With Laws. Prior to the commencement of Parking Lot Improvements, the Approved Plans and Specifications shall be filed with and approved by all governmental departments or authorities having or claiming jurisdiction of or over the Property, if required by such departments or authorities, and with any public utility companies having an interest therein, if required by such utility companies. In any such work (and all other work performed within the Property by Licensee), Licensee shall comply with all applicable laws, ordinances, requirements, orders, directions, rules and regulations of the federal, state, county and municipal governments (including the Americans With Disabilities Act of 1990, the Florida Americans With Disabilities Accessibility Implementation Act, and the related implementing regulations, codes, rules and accessibility guidelines, as such acts and related regulations, codes, rules and guidelines may be amended from time to time (collectively, the "ADA"), and of all other governmental authorities having or claiming jurisdiction of or over the Property or any part of either, and of all their respective departments, bureaus and offices, and with the requirements and regulations, if any, of such public utilities, of the insurance underwriting board or insurance inspection bureau having or claiming jurisdiction, or of any other body exercising similar functions, and of all insurance companies then writing policies covering the Property or any part thereof. There shall be no encroachment on any street right-of-way, sidewalk or on any adjoining Property by any of the Parking Lot Improvements.

8.7. Coordination of Work. Licensee recognizes that, from time to time, there may be other ongoing construction activities on other contiguous parcels owned by the Licensors and, if so, Licensee agrees to coordinate the Parking Lot Improvements with such other activities so as not to interfere with such other on-going activities. Licensee further acknowledges and agrees that such other activities may, from time to time, interfere with Licensee's (and Licensee's

contractors', subcontractors' and suppliers') access to the Property or other aspects of the Parking Lot Improvements.

8.8. Inspection. Licensor or its designee shall have the right to inspect any of the Parking Lot Improvements at all times during normal working hours and to send to the Property for that purpose (at its own expense) such architects, engineers and other technical persons as it may deem necessary so long as such inspections and persons maintained at the Property do not unreasonably interfere with the Parking Lot Improvements. Notwithstanding such inspections, Licensor shall not assume any responsibility for the proper performance of the Parking Lot Improvements in accordance with the terms of this Lease, nor any liability arising from the improper performance thereof.

8.9. No Liens. All of the Parking Lot Improvements shall be performed at Licensee's sole cost and expense, free of any expense to Licensor and of any liens on Licensor's fee simple interest. Licensee shall pay or bond off any lien placed by any Contractor on the Property within fifteen (15) days of the recording of such lien in the public records.

8.10. Completion. Upon substantial completion of the Parking Lot Improvements in accordance with the Approved Plans and Specifications, Licensee shall procure and provide Licensor with a copy of: (i) a Florida waiver and release of lien upon final payment pursuant to Florida Statute 713.20 from the Contractor performing the alterations; and (ii) proof of payment for all labor and materials. The issuance of such certificates shall not be deemed to relieve Licensee of its obligation under the terms of this Agreement to complete any such work in accordance with the Approved Plans and Specifications. Promptly following completion of the Parking Lot Improvements, Licensee shall deliver to Licensor a complete set of "as built" drawings for the Property detailing all of the Parking Lot Improvements.

8.11. Obligations of Licensee Prior to and Upon Entry. Prior to entering the Property, Licensee shall furnish to Licensor evidence of insurance coverage as required herein, and, in addition, shall deliver to Licensor satisfactory proof that all workers of Licensee, and all of its contractors and subcontractors entering upon the Property, shall be covered by workers' compensation insurance as required by law.

8.12 Ownership of Parking Lot Improvements Upon Termination. All Parking Lot Improvements on the Property shall become the property of Licensor upon the termination of this Agreement, without any compensation therefore to Licensee, and shall not be removed by Licensee at or before the expiration or earlier termination of this Agreement, unless Licensor shall give notice to Licensee to remove any or all of the same, in which event Licensee shall remove such Parking Improvements or any portion thereof as may be specified by Licensor in Landlord's notice to Licensee and Licensee shall repair all damage caused by such removal and restore the Property to its original order and condition, ordinary wear and tear excepted.

9. Maintenance. Licensee shall, at its sole cost and expense, perform any and all maintenance and repairs to the Property and Parking Lot Improvements during the Term to keep the Property in a clean, neat and good condition and repair including, but not limited to, the maintenance of the stormwater management facilities. Licensor in its sole discretion, may redesign

the Property or Parking Lot Improvements. Licensee shall not allow any accumulation of trash or debris on the Property or use of the Property for long term, overnight, trailer, or oversized vehicle parking. Notwithstanding the foregoing, in the event that Licensee fails to maintain the Property, Licensee shall reimburse Licensor for any costs associated with the maintenance and repair of the Property resulting from Licensee's failure to maintain or repair the same or resulting from damage caused by Licensee, its Contractors or Invitees normal wear and tear excepted.

10. **Release and Indemnity.** As further consideration for the License granted hereunder, Licensee hereby agrees:

10.1. to assume all risks involved and to be fully responsible for the safety of Licensee, its Contractors and Invitees and, and hereby releases, saves and discharges Licensor, its successors and assigns, from any and all claims and demands of whatever nature, whether for personal injury or death of Licensee, its Contractors or Invitees, or loss of, or damage to personal property, and hereby assume further full responsibility for any accident, death, dismemberment, temporary or permanent disability resulting to Licensee and any Contractors and Invitees as a result of the License granted herein; and

10.2 to indemnify and hold harmless Licensor, its successors or assigns (without waiving the sovereign immunity limitations on liability for Licensee under §768.28, Florida Statutes) from any liability, costs and expenses, including attorney's fees, on account of injury to or death of any person or persons whomsoever, including Licensee, Contractors, Invitees, employees, agents or representatives of the parties hereto or third persons, or for any loss or damage to property arising from or in connection with the permitted Activities, the use or occupancy of the Property, or from ingress or egress from the Property.

10.3 that Licensor will look solely to Licensee's indemnification set forth herein this Article 10 in connection with Licensee and its Contractors and Invitees entry upon and including any activity on the Property.

10.4 that neither Licensee nor its Contractors or Invitees shall record a Notice of Commencement on the Property and that Licensee shall pay for all services in connection with the Permitted Activities and pay or bond off any liens recorded against the Property by Contractors and/or Invitees within fifteen (15) days of recording of said liens.

11. **Confidentiality.** For so long as Licensor owns the Property, any information or knowledge acquired by Licensee or its Contractors and Invitees from the Permitted Activities or otherwise gained as a direct or indirect result of this License shall not be used, published (including public publications) or divulged by Licensee or its Contractor or Invitees to any other person, firm, corporation, or governmental agency or in any other manner or connection whatsoever without first having obtained written permission of Licensor, which permission Licensor may withhold in its sole discretion, or unless required by law. However, nothing herein shall prevent the Licensee from complying with the requirements of Florida's public records law, Chapter 119, Florida Statutes, compliance with which will not be considered a violation of this agreement.

12. **No Waste.** Licensee agrees that no act shall be permitted and nothing shall be kept in or about said Property that will increase the risk of any hazard, fire or catastrophe, and no waste

shall be permitted or committed upon or any damage done to said Property, including but not limited to Licensee shall in no way take any action or fail to take necessary action to ensure no adverse effect of to the merchantability of timber on Licensor's property. Licensee shall not permit the Property to be used or occupied in any manner which violates any laws or regulations of any governmental agency.

13. **Insurance.** Unless otherwise specified in this Agreement, Licensee and Licensee's Contractors shall, at their sole expense, maintain in effect at all times during the Term insurance coverages with limits not less than those set forth below with insurers and under forms of policies satisfactory to Licensor. Prior to commencing the Permitted Activities, Licensee and Licensee's Contractors shall deliver to Licensor Certificates of Insurance as evidence that policies providing such coverage and limits of insurance set forth below are in full force and effect, which Certificates shall provide that no less than thirty (30) calendar days advance notice will be given in writing to Licensor prior to cancellation, termination or material alteration of said policies or insurance. All insurance shall be carried in companies satisfactory to Licensor, shall name Licensor, its partners, its parent corporations, its affiliates and their respective officers, directors, authorized representatives and employees and Licensor's mortgagees as additional insured and the Policy shall include the condition that it is primary, and that any liability insurance maintained by Licensor, or any other additional insured is excess and non-contributory. The insurance required under this section shall include the following coverage and limits in the following categories, amounts and detail:

13.1. Worker's Compensation as required by applicable law and Employers' Liability Insurance with minimum limits of One Million and No/100 U.S. Dollars (\$1,000,000.00) per occurrence.

13.2. Commercial General Liability Insurance and Comprehensive Automobile Liability Insurance on an "occurrence" basis, including Bodily Injury and Property Liability in limits of not less than One Million and No/100 U.S. Dollars (\$1,000,000.00) each occurrence or combined single limit which shall include broad form contractual liability insurance and coverage for independent contractors and completed operations.

13.3. All policies will be endorsed to include the Licensor as an additional insured and will state that the insurance is primary insurance as regards any other insurance carried by the Licensor. All insurance coverages required by this Section shall be issued by companies with an A-VIII rating or better in the Best Guide, on forms acceptable to Licensor and shall provide that coverage thereunder may not be reduced or canceled unless thirty (30) calendar days prior written notice thereof is furnished to Licensor. Certificates of insurance shall be provided to Licensor prior to commencing the Permitted Activities. Licensee and Licensee's Contractors, for all those furnishing labor or materials to or through Licensee hereby agree to waive their right of subrogation and that such waiver shall be permitted by the insurance policy or policies procured by Contractors.

14. **Waiver.** No failure of Licensor to enforce any term hereof shall be deemed a waiver of said term. The rights and remedies of Licensor as contained in this License and as permitted by law or equity shall be cumulative.

15. **Assignment.** Licensee may not assign this License in whole or in part, without the prior written approval of Licensor, which said approval may be withheld at Licensor's absolute discretion.

16. **Recording.** This License shall not be recorded in the public records.

17. **No Bailment.** No bailment is created by virtue of this License. This License authorizes the Licensee and its Invitees to use the Property for the Permitted Use at the Licensee's sole and absolute risk.

18. **Limitation on Licensor Liability.** The Licensor is not responsible for fire, theft, damage or loss to any vehicle parked on the Property or any article of personal property left therein.

IN WITNESS WHEREOF, Licensor and Licensee executed this Agreement as of the Effective Date.

LICENSOR:

THE ST. JOE COMPANY,
a Florida corporation

By: _____

LICENSEE:

CITY OF PORT ST. JOE, FLORIDA, a
municipal corporation

By: _____
, City Manager

ATTEST:

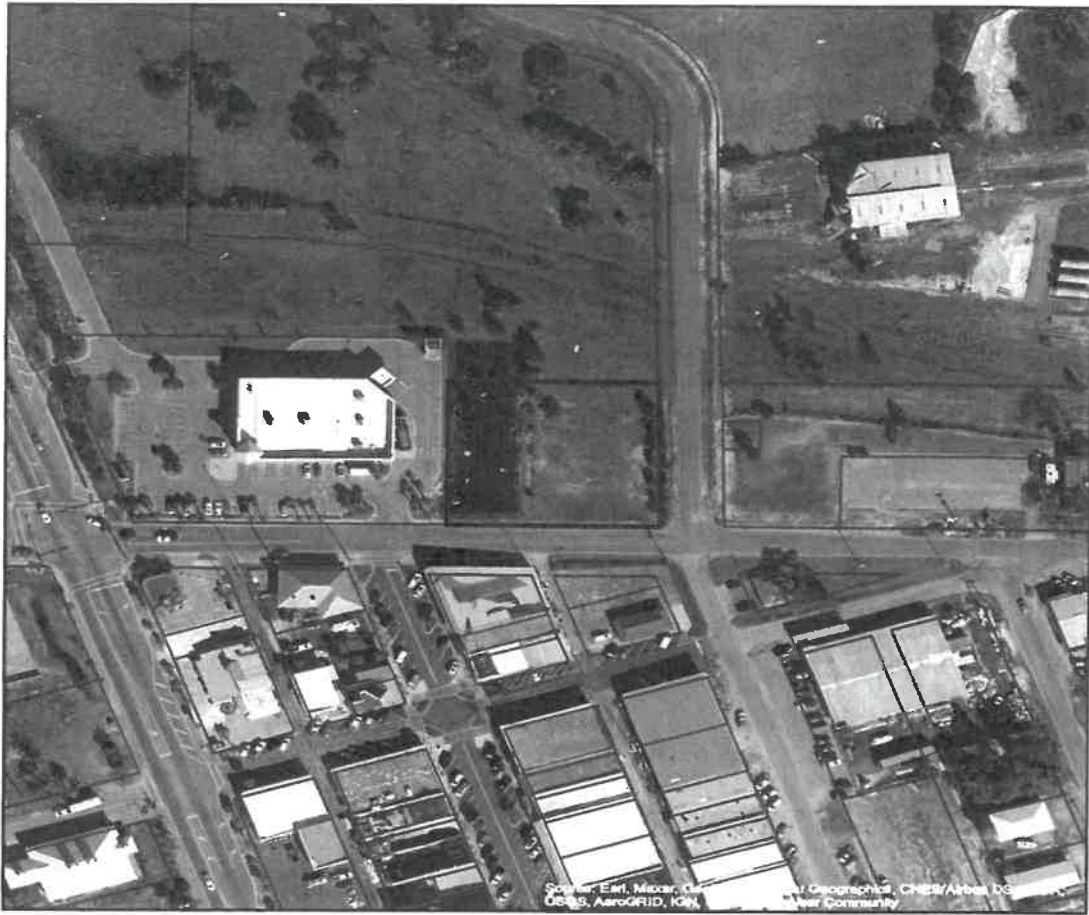
CITY CLERK

EXHIBIT "A"

The Property:

Gulf County Property Appraiser Parcel Identification Number 04591-005R as more particularly depicted on Exhibit A-1.

Exhibit A-1



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Parcel # 04591-005R

 Subject Parcel

Gulf County, Florida



EXHIBIT "B"

RULES AND REGULATIONS

1. Licensee shall use the Property for the parking and storage of recreational vehicles only. No other use of the Property is permitted. Commercial vehicles and trailers are strictly prohibited.
2. No washing (including pressure washing) of vehicles within the Property shall be permitted
3. No person shall either permanently or temporarily live (i.e., overnight), reside, lodge, camp or "hang out" in a vehicle parked on the Property.
4. Licensor from time-to-time may require the relocation or removal of vehicles from the Property. Relocation or removal of the vehicle, shall be made at the sole cost and expense of the owner of the vehicle and/or the Licensee and at no cost and expense to Licensor.
 - a. Non-emergency Relocation or Removal:

In the event the removal or relocation of any vehicle is required except in the case of an emergency Licensor shall provide Licensee with three (3) days written notice that the vehicles, need to be removed from the Property or relocated within the Property. If Licensee for any reason, fails to make such relocation or removal within the time stated, Licensor retains the right to enter the Property and make the relocation or removal from the Property and Licensee agrees to reimburse Licensor for any and all costs, fees and expenses associated with such relocation or removal upon demand. Licensor shall not be responsible for any damage caused by any removal or relocation.

b. Emergency Relocation or Removal: In the event of an emergency, which shall be determined in Licensor's sole discretion, Licensor retains the right to enter the Property and immediately remove or relocate the vehicles. Licensor shall endeavor, but is not required to provide Licensee written notice prior to the removal or relocation. Licensee agrees to reimburse Licensor for any and all costs, fees and expenses associated with such relocation or removal upon demand. Licensor shall not be responsible for any damage caused by any removal or relocation.

5. Licensee shall not create any environmental, dangerous or hazardous conditions at the Property. Licensee agrees that it will not use the Property in any manner which, in the opinion of Licensor's current or future use of the Property, or may tend to cause an environmental, dangerous or hazardous condition to exist. Licensee agrees that no hazardous substance (normal amounts of gasoline present in vehicle tanks are excluded), as the term is defined in Section 101 (140 of the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA") (42 USC Section 9601[14]), petroleum products, liquids or flammables shall be placed on, under, transported across or stored at the Property. Licensee agrees that in the event it should create an environmental, dangerous or hazardous condition, then upon written notification from Licensor, Licensee shall, within forty-eight (48) hours, at its sole cost and expense, correct

such condition or situation; provided however that Licensor retains the right to enter the Property and correct any such condition or situation at any time and, Licensee agrees to reimburse Licensor for any and all costs and expenses associated with the correction of such condition or situation upon demand. Licensor shall be entitled to pursue all available remedies at law or in equity against Licensee or any Invitee or Contractor to enforce this provision.

6. Licensee shall maintain the Property clean and free of debris and trash.

7. All vehicles shall be kept in an operable, well-maintained condition including, but not limited to, inflated tires, no oil or other fluid leaks, working motors, current vehicle registration, tags and insurance. The Property shall not be used for the parking and/or storage of abandoned, junked, deteriorated or burnt recreational vehicles.

8. Overnight parking is prohibited.

9. Vehicles shall not be parked overhanging into grassed and/or landscaped areas or in the right-of-way in order to accommodate safe and proper traffic flow, and regular maintenance of the Property.

10. Licensee shall not destroy, deface, damage, impair, alter, modify or remove any part of the Property, nor permit any other person to do so. Should Licensee's use of the Property cause damage to any portion of the Property Licensee shall pay for the cost of repair and/or replacement of the damaged materials upon demand.

11. The operation of a business from the Property, the storage of commercial materials and/or supplies of any kind, and the dumping of debris, trash, used supplies, oil or any other materials within the Property is prohibited.

12. No maintenance or repairs to any vehicle parked on the Property shall be permitted, other than the re-charging of a battery or changing of a flat tire.

13. No permanent or temporary coverings extending over the vehicle shall be permitted.

14. Licensee shall act in a manner that does not unreasonably disturb any neighbors or constitute a breach of the peace.

15. Licensor shall be entitled to erect TOW AWAY signs and to enforce its rights under the License Agreement including these rules and regulations pursuant to Florida law.

16. Licensee shall publish and make all users of the Property including its Invitees aware of these rules and regulations.

EXHIBIT "C"

JOINDER AGREEMENT

The undersigned, _____, a _____, hereby acknowledges receipt of a copy of the License Agreement dated _____, _____ by and between **THE ST. JOE COMPANY**, a Florida corporation ("Licensor") and **CITY OF PORT ST. JOE, FLORIDA** a municipal corporation ("Licensee") (the "Agreement").

By completion of this Joinder Agreement, the undersigned agrees to comply with and to be bound by the terms, conditions, covenants and restrictions of the Agreement in all respects, including, without limitation, the obligation to conduct its work for the Licensee in accordance with the provisions of the Agreement, to assume the risks provided in the Agreement and to carry insurance and provide evidence of such consistent with the Agreement. The undersigned understands that all provisions of the Agreement are hereby made a part of this Joinder Agreement.

The undersigned Contractor/Subcontractor additionally agrees to indemnify and hold harmless Licensor, its successors and assigns, from any liability, costs and expenses, including attorney's fees, on account of injury or death of any person or persons, whomsoever, including Licensee, Contractor, Subcontractor, employees, agents or representatives of the parties hereto, or third person, or for any loss or damage to property arising from or in connection with the use or occupancy of the Licensor's Property, including, without limitation, the Permitted Activities.

The undersigned Contractor/Subcontractor specifically represents and warrants to Licensor that it (i) has the professional experience and skill to exercise its rights and perform its obligations hereunder, (ii) shall comply with applicable federal, state and local laws, including all professional registration and licensing (both corporate and individual) for all Permitted Activities, (iii) shall exercise its rights and perform their obligations in accordance with generally accepted professional standards, (iv) have sufficient capital assets and are adequately financed to meet all financial obligations it may be required to incur hereunder and (v) has obtained all permits necessary to perform the Permitted Activities.

All references in the Agreement to a "Contractor" or "Subcontractor" of the Company shall henceforth be deemed to include the undersigned.

Any notice to be addressed to the undersigned pursuant to the provisions of the Agreement shall be sent to:

The undersigned may change the address for notice if necessary in the future by notifying Licensor and Licensee in writing of such change.

Dated the _____ day of _____, _____.

By: _____
Its: _____
Date: _____

Grants Updated- 3/21/23

Title	Amount	Status
NWFWMD/NERDA	\$971,850	Draft Stormwater Master Plan Complete. Water Quality portion is on hold.
FDOT/SCOP	\$397,375	Application for resurfacing of first Street from Hwy 98 to Hwy 71. Approved for 21/22 funding
FDEM	\$660,943 \$5,000	Hazard Mitigation. Elevation of (12) lift stations and switch gear for Washington Gym Generator Power. Submitted 3/6/20. 25% match. Approved 12/16/22
FRDAP	\$100,000	Applied for (2) grants on 10/15/20. Washington Gym Complex and Dodder Parker Park for exercise equipment, playground Equipt. & Disc Golf. Grants approved 7/21 Waiting on State Approval to Award Bids
FDEP/SRF	\$4,537,600	Application submitted for Construction of Long Ave. Sewer Line and Lift Station. Grant \$3,630,080 and Loan \$907,520 Combo 80/20. Approved, Notice of Award has been issued.
Historic Resources/Hurricane Michael	\$497,495	Centennial Bldg. Rehab. Grant awarded out for Bids to be opened on 8/12/22
CDBG-DR	\$9,996,000	Sewer Rehab- City Wide. Approved 5/21.
CDBG-DR	\$8,566,469	Police/Fire Station. Application not approved. Re-submitted in Round two of funding on 9/15/21. Application not approved.
CDBG-DR	\$4,987,330	Intelligent Stormwater on MLK-FAMU. Application not approved.
FDOT/SCOP	TBD	Niles Rd. from Garrison to Long Ave Re-surfacing. Approved, waiting on Grant Agreement.
National Park System/Hurricane Michael	\$83,000	Washington Gym Rehabilitation. Submitted by UF. Approved and will be administered thru the State of Florida Division of Historical Resources
Historic Resources/Hurricane Michael	\$327,707	Cape San Blas Lighthouse Complex. Bids to be opened on 8/12/22.
USDA	\$4,000,000	Potential 65% loan/35% grant for new Government Complex
COVID-19 Rescue Plan	\$1,786,545	Grant Agreement signed 9/15/21. Funds received.
FDEO	\$675,426.00	Commercial District Waterline Replacement. Grant Application submitted 1/2022. Grant Approved 4/8/22.
FDEP Water Protection Funds	\$965,000	System Wide Septic to Sewer for 175 connections. Grant Application approved 11/10/21. Accepting Applications for service.
FDEP Water Protection Funds	\$4,300,000	Beacon Hill Sewer. Grant Application Approved 11/9/21. Dewberry is working on the Design.
FDEP Water Protection Funds	\$1,834,401.60	Pipe Replacement under the 10 th Street Park. Grant Application submitted 7/15/21. Was not approved.

CDBG- DR Phase II	\$6,654,566	Road & Stormwater Repairs. Application submitted 9/15/21. Application not approved.
FDEP	\$218,895	Resilient Florida (Study of PSJ). Submitted 8/30/21, Working with UF Approved, waiting on Grant Agreement
FRDAP	\$150,000	Core Park Splash Pad, 25% City Match. Submitted 10/14/21. Was not approved.
FDEP	\$145,000	Wastewater Treatment Plant Feasibility Study, submitted 8/22.
FDOT/SCOP	\$575,417.65	Application for re-surfacing Allen Memorial. Approved on 8/23/22 for the 2024 fiscal year.
Legislative Request Rep. Shoaf	\$500,000 \$2,000,000	Core Park Stage Field of Dreams, both submitted on 7/8/22 for Grants thru DEO
NOAA	\$280,000	Stormwater Management (H&H) Study submitted on 10/13/22
FDOT	\$100,000	Hwy 98 Beautification Grant, Approved 12/16/22
Legislative Request	\$1,200,000 \$1,500,000	Field of Dreams Road Paving, both submitted by Clark Smith on 2/10/23
FDOT/SCOP	\$497,055.44	Road Paving from Hwy 98 to MLK on Ave. C & D. Application submitted 3/23