

**September 17, 2024  
Regular Meeting  
12:00 Noon**

**City Commission Chambers  
2775 Garrison Avenue  
Port St. Joe, Florida**



## City of Port St. Joe

Rex Buzzett, Mayor-Commissioner  
Eric Langston, Commissioner, Group I  
Steve Kerigan, 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

September 17, 2024

**Call to Order**

**Proclamation Honoring the Life of Chance Gainer**

## Consent Agenda

### **Minutes**

- **Special Meeting 9/3/24**

**Pages 1-2**

### **Planning Board Recommendations**

- **Parcel #03040-002R, 68V Salt Pines 2024 LLC**
  - **Ordinance 610 Future Land Use Map Amendment**  
**First Reading**

**Pages 3-17**

### **City Engineer**

- **RFP 2024-13 Monument Ave. Paving**
- **RFP 2024-14 Allen Memorial Paving**

**Pages 18-19**

**Pages 20-21**

### **City Attorney**

- **Ordinance 613 Food Truck Amendment- Discussion**

**Pages 22-24**

## Old Business

- **City Projects**

**Pages 25-26**

## New Business

- **Fl 27 Recycle- Christina & Richard Bracken**
- **Special Master Contract**
- **Workforce Board Bldg. Roof**
- **BCC Contract**
- **Resolution 2024-08 Trash Rates**

**Page 27**

**Pages 28-31**

**Pages 32-52**

**Pages 53-55**

### **Public Works**

- **Update**

### **Surface Water Plant**

- **Update**

**Wastewater Plant**

- Update

**Finance Director**

- FEMA- Update
- FRDAP Grant Applications
  - Resolution2024-09, Benny Roberts Sports Park Phase II
  - Resolution 2024-10 George Core Park Phase I
- Grants Reimbursement- Update

**Page 56**

**Page 57**

**Code Enforcement**

- Update

**Police Department**

- Update

**City Clerk**

- Grants- Update
- Centennial Bldg. Grand Re-Opening

**Pages 58-59**

**Page 60**

**Citizens to be Heard**

**Discussion Items by Commissioners**

**Motion to Adjourn**

**MINUTES OF THE SPECIAL MEETING FOR THE FISCAL YEAR 2024 – 2025  
BUDGET FOR THE CITY OF PORT ST. JOE; ORDINANCE 611: AD VALOREM  
TAX; ORDINANCE 612: 2024 - 2025 BUDGET FOR FY 2024 - 2025 WITH THE  
BOARD OF CITY COMMISSIONERS FOR THE CITY OF PORT ST. JOE,  
FLORIDA, HELD IN THE WARD RIDGE BUILDING, September 3, 2024, at  
5:01 P.M.**

The following were present: Commissioners Hoffman, Kerigan, Langston, and Lowry. City Manager Jim Anderson, City Clerk Charlotte Pierce, Deputy Clerk Ingrid Bundy, Finance Director Mike Lacour, Police Chief Jake Richards, and City Attorney Clinton McCahill, were also present. Mayor Buzzett was absent, and the meeting was chaired by Mayor pro tem Brett Lowry.

The purpose of the Special Meeting was Ordinance 611 – 2024 / 2025 Ad Valorem Tax Millage Rate First Public Hearing; Ordinance 612 – 2024 / 2025 Budget Public Hearing.

**City Attorney –**

*Ordinance 611 Ad Valorem Property Taxes 2024 – 2025, Public Hearing, First Reading*

No one from the public wished to address the Commission.

A Motion was made by Commissioner Kerigan, second by Commissioner Langston, to have the First Reading of Ordinance 611. All in favor; Motion carried 4-0.

Attorney McCahill read Ordinance 611 in its entirety.

The Ad Valorem Property Tax Millage Rate for Municipal Purposes to be levied on the taxable property within the City limits of the City of Port St. Joe for the Fiscal Year Beginning October 1, 2024, and ending September 30, 2025, is set at the rate of 3.5914 mills. The percentage by which this millage rate to be levied is more than the rolled-back rate of 3.2975 mills (computed pursuant to Florida law) is 8.91%

*Ordinance 612 Budget 2024 – 2025, Public Hearing, First Reading:*

A Motion was made by Commissioner Langston, second by Commissioner Hoffman, to have the First Reading of Ordinance 612.

*Marvin Davis* asked if the Budget Ad has been run in the paper to which Mr. Anderson responded that in keeping with Florida Law, it will be in the paper next Thursday.

All in favor; Motion carried 4-0.

*Insurance Update*

Dwight Van Lierop, Insurance Agent, shared that the City's current insurance carrier, PGIT, has offered a revised quote that will save the City money, give more coverage, provide blanket coverage on all buildings, and provide a 2 year rate guarantee. The PGIT coverage is less than the Florida Municipal Trust quote and provides greater coverage.

A Motion was made by Commissioner Hoffman, second by Commissioner Langston, to stay with PGIT based on the recommendation from Mr. Van Lierop. All in favor; Motion carried 4-0.

**Minutes**

A Motion was made by Commissioner Kerigan, second by Commissioner Hoffman, to approve the Minutes of the Regular Meetings of August 6, and August 20, 2024, and the Budget Workshop of August 27, 2024. All in favor; Motion carried 4-0.

*Robert Branch* had questions about the Minutes.

**Citizens to be Heard**

*Christy McElroy and Robert Branch* shared their concerns with the Commissioners.

**Discussion items by Commissioners**

There were no other issues to be addressed by the Commissioners.

**Motion to Adjourn**

A Motion was made by Commissioner Hoffman, second by Commissioner Langston, to adjourn the meeting at 5:30 P.M.

Approved this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
Brett Lowry, Mayor pro tem

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**ORDINANCE NO. 610**

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN FUTURE LAND USE MAP OF THE CITY OF PORT ST. JOE, FLORIDA BY AND THROUGH PROCEDURES REQUIRED FOR SMALL-SCALE MAP AMENDMENTS PURSUIT TO AUTHORITY UNDER STATE STATUES SECTION 163.3187, SPECIFICALLY CHANGING PARCEL ID NUMBER 03040-002R FROM COMMERCIAL TO RESIDENTIAL R-3, PROVIDING FOR AN AMENDMENT OF THE ZONING MAP OF THE CITY OF PORT ST. JOE CHANGING FROM C-1 TO R-3; AND PROVIDING FOR REPEAL OF ANY CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 163.3187, Florida Statutes, provides for the authority and procedure for the City Commission of Port St. Joe, Florida to amend its Comprehensive Plan utilizing procedures applicable to small scale developments; and

WHEREAS, on September 3, 2024, the Planning and Development Review Board sitting as the local planning agency for the City, recommended approval of the small-scale amendment to the comprehensive plan and Zoning Map of the City; and

WHEREAS, the City Commission desires to adopt the amendment to the current comprehensive plan to guide and control the future development of the City, and to preserve, promote, and protect the public health, safety, and welfare.

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF PORT ST. JOE, FLORIDA:

**SECTION 1. APPROVAL**

The City of Port St. Joe Comprehensive Plan Future Land Use Map and Zoning Map are hereby amended as set forth on Exhibit "A" and are hereby changed from Commercial land use to Residential R-3 and the Zoning from C-1 to R-3. The application and all documentation submitted by the Applicant in support of it are hereby incorporated by reference.

**SECTION 2. CONSISTENCY WITH CITY OF PORT ST. JOE COMPREHENSIVE PLAN**

The Board of City Commissioners hereby finds and determines that the approval of the amendment is consistent with the goals, objectives and policies of the City of Port St. Joe Comprehensive Plan as amended.

**SECTION 3. ENFORCEMENT**

The City may enforce this Ordinance as authorized by law.

**SECTION 4. FUTURE LAND USE MAP**

Upon this Ordinance becoming effective, the City of Port St. Joe Future Land Use Map shall be amended to show the Property as having a land use of Residential R-3.

**SECTION 5. ZONING**

The Zoning map of the City of Port St. Joe is hereby amended to show the property described in Exhibit "A" as R-3.

**SECTION 6. REPEAL**

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

**SECTION 7. SEVERABILITY**

The provisions of this Ordinance are hereby declared to be severable. If any provision of this Ordinance, or the application thereof, to any person or circumstance is held to be invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application.

**SECTION 8. EFFECTIVE DATE**

This ordinance shall become effective upon adoption as provided by law.

This Ordinance was adopted in open regular meeting after its second reading this \_\_\_\_ day of \_\_\_\_\_, 2024.

THE CITY COMMISSION OF THE CITY  
OF PORT ST. JOE, FLORIDA

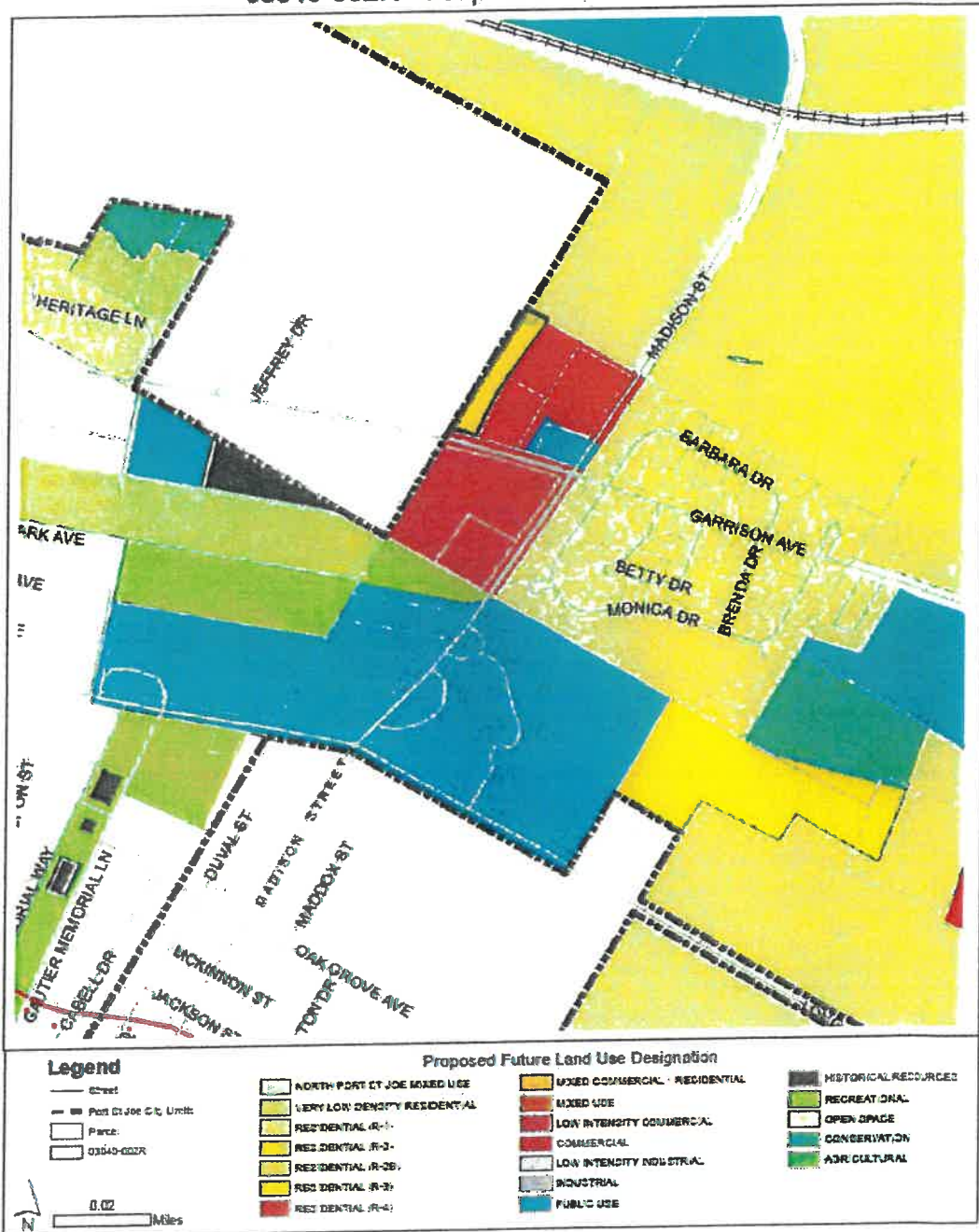
By: \_\_\_\_\_  
Rex Buzzett, Mayor-Commissioner

Attest: \_\_\_\_\_  
Charlotte M. Pierce  
City Clerk

# EXHIBIT "A"

Future Land Use Map:

03040-002R - Proposed Future Land Use

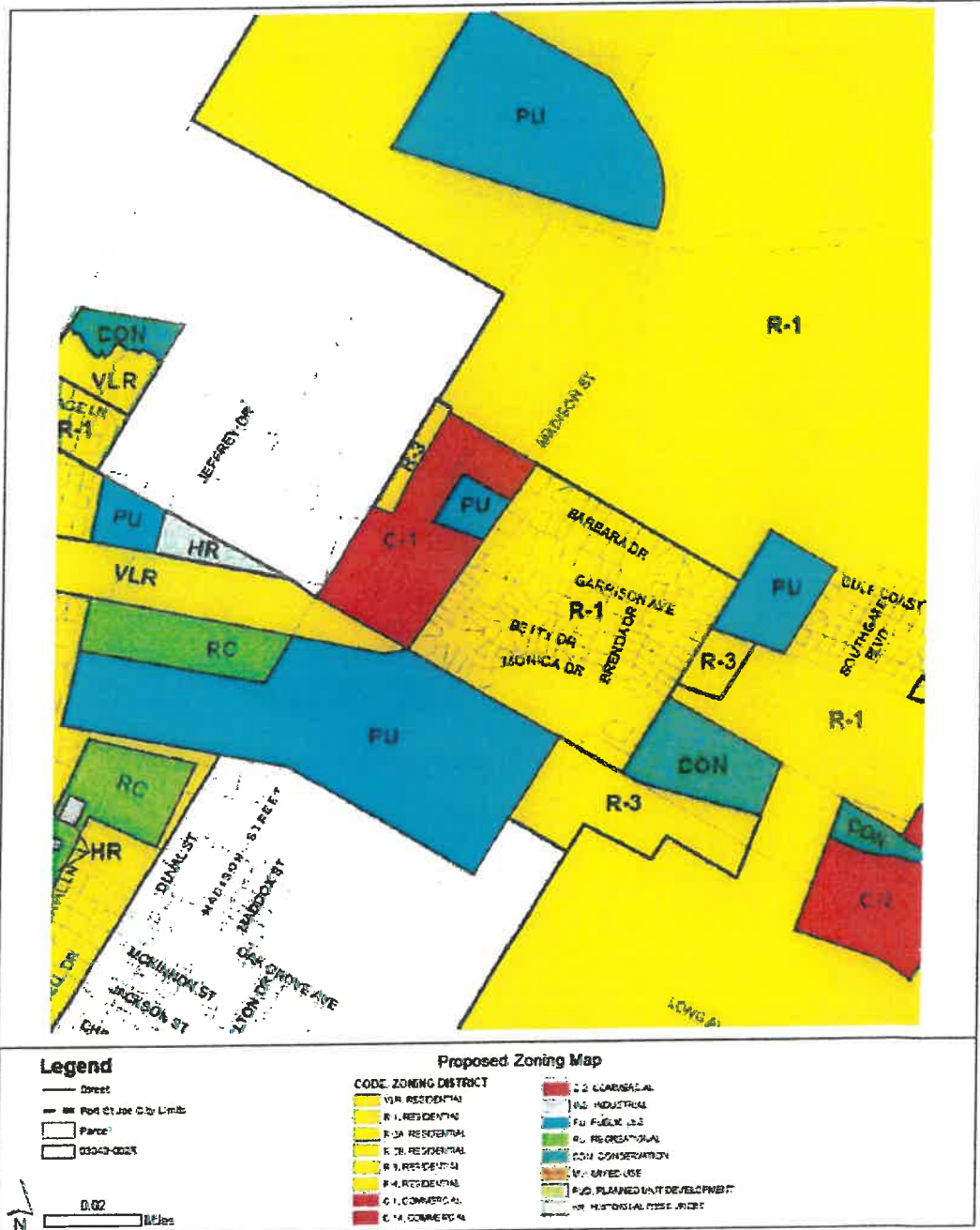


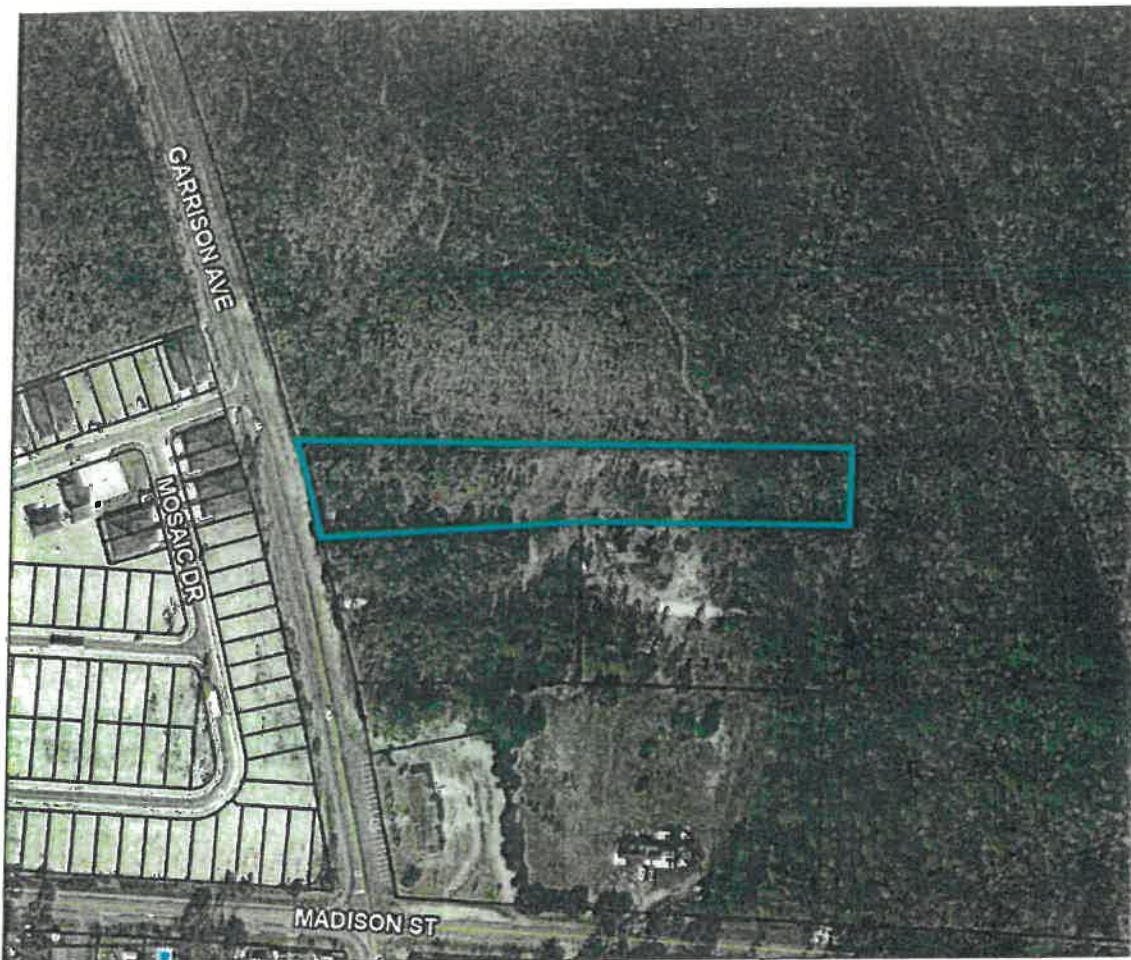


# EXHIBIT "A"

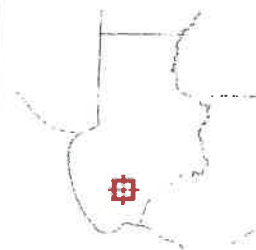
Zoning Map:

03040-002R - Proposed Zoning Map





Overview



Legend

-  Parcels
-  Roads

Parcel ID	03040-002R	Alternate ID	03040002R	Owner Address	68V SALT PINES 2024 LLC
Sec/Twp/Rng	18-8S-10W	Class	VACANT		707 BELROSE AVE
Property Address	GARRISON AVE	Acreage	2.7		DAPHNE, AL 36526
	PORT ST JOE				
District	5				
Brief Tax Description	S 18 T 8 R 10 2 AC M/L				
	(Note: Not to be used on legal documents)				

Date created: 8/8/2024  
Last Data Uploaded: 8/8/2024 8:15:21 AM

Developed by  Schneider  
GEOSPATIAL

CITY OF PORT ST. JOE FUTURE LAND USE MAP  
AMENDMENT APPLICATION

Property Address: GARRISON AVE

Current Land Use: C-1

Property Owner: 66V SALT PINES (FL) 2024, L.L.C. / NATHAN COX

Proposed Land Use: R-3

Mailing Address: P.O. BOX 280 PORT ST. JOE, FL 32457

Phone: 850-340-1270

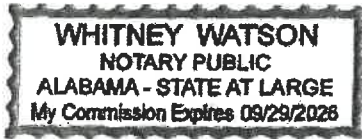
Applicant if Different: SAME

Parcel Number: 03040-002R

[Signature]  
Owners Signature

Sworn to and subscribed before me this 23rd day of July 2024. Personally Known  
OR Produced Identification.  
Type Provided \_\_\_\_\_.

[Signature]  
Signature of Notary



**PUBLIC NOTICE**

- 1. A sign will be posted for two weeks on the property seeking the change and a notice will be published in the local newspaper.

**APPLICATION REQUIREMENTS**

Application Fee: Small Scale Amendment - \$500.00 – Large Scale Amendment \$2,000.00

Legal Description of Property

Copy of Deed

Copy of Survey

[Signature]  
Owner Signature

Date: 7/23/24

[Signature]  
Applicant Signature

Date: 7/23/24



Prepared By and Return To:  
Kayla Dell  
DHI Title of Florida, Inc.  
14251 Panama City Beach Pkwy  
Panama City Beach, FL 32413

Order No.: 198-243500380

Property Appraiser's Parcel I.D. (folio) Number:

Sales Price: \$1,700,000.00

Documentary Stamps: \$ 11,900.00

*LB Ventures  
Nathan Cox  
Foreign Limited*

### SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (this "Deed"), executed as of the 18 day of July, 2024 by PTW, LLC, a Florida limited liability company (as to Parcel 1), whose mailing address is 1601 Constitution Dr, Port Saint Joe, FL 32456 and Patricia T. Warriner, a married woman (as to Parcel 2) ("Grantor"), whose mailing address is 1601 Constitution Dr, Port Saint Joe, FL 32456, to 68V Salt Pines (FL) 2024, LLC, a Florida limited liability company ("Grantee"), whose mailing address is 707 Belrose Ave, Daphne, AL 36526:

#### WITNESSETH:

That Grantor, for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, and sold to Grantee and Grantee's successors and assigns forever, the real property situate, lying, and being in County of Gulf, State of Florida, and described as follows (the "Property"):

See Exhibit A

TOGETHER with all of the Grantor's rights, title and interest in and to all licenses, approvals, tenements, hereditaments, and appurtenances belonging or in any way appertaining to the Property.

TO HAVE AND TO HOLD the same in fee simple forever.

And Grantor hereby specially covenants with Grantee that Grantor is lawfully seized of the Property in fee simple, and hereby specially warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise, and that the Property is being conveyed to Grantee subject to those permitted exceptions identified in Exhibit B attached hereto and made a part hereof, provided the foregoing shall not serve to reimpose the same.

[SIGNATURE ON NEXT PAGE]

**SPECIAL WARRANTY DEED**  
(Continued)

File No. 198-243500380

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

Patricia T. Warriner  
Patricia T. Warriner

PTW, LLC, a Florida limited liability company

BY: Tapper and Company Property Management, Inc  
As Manager

BY: David Warriner  
David Warriner, Manager

Signed, sealed and delivered in presence of:

Kristy Walker  
Witness Signature  
Kristy Walker  
Printed Name of First Witness

Mari Maxey  
Witness Signature  
Mari Maxey  
Printed Name of Second Witness

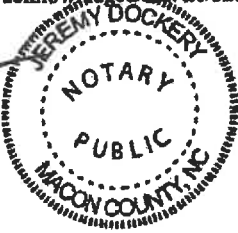
P.O. Box 3392 Cashers, NC 27517  
Address of First Witness

1990 HWY 90 Vienna, GA 31092  
Address of Second Witness

STATE OF FLORIDA NC  
COUNTY OF Jackson

The foregoing instrument was acknowledged before me, by means of  physical presence or \_\_\_ online notarization, this 16 day of July, 2024, by Patricia T. Warriner, with whom I am personally acquainted (or provided to me on the basis of satisfactory evidence), and who acknowledged that he/she executed the within instrument for purposes therein contained.

Jeremy Dockery  
Notary Public  
My Commission Expires: May 21, 2026



STATE OF FLORIDA NC  
COUNTY OF Jackson

The foregoing instrument was acknowledged before me, by means of  physical presence or \_\_\_ online notarization, this 16 day of July, 2024, by David Warriner, Manager of PTW, LLC, a Florida limited liability company, with whom I am personally acquainted (or provided to me on the basis of satisfactory evidence), and who acknowledged that he/she executed the within instrument for purposes therein contained.

Jeremy Dockery  
Notary Public  
My Commission Expires: May 21, 2026



**SPECIAL WARRANTY DEED**

(Continued)

File No. 198-243500380

**EXHIBIT A**

**PARCEL 1:**

A PARCEL OF LAND LYING AND BEING IN THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 8 SOUTH, RANGE 10 WEST, GULF COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 8 SOUTH, RANGE 10 WEST, GULF COUNTY, FLORIDA AND PROCEED SOUTH 88 DEGREES 54 MINUTES 51 SECONDS EAST, ALONG THE SOUTH BOUNDARY OF SAID SECTION 7, FOR A DISTANCE OF 767.92 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF GARRISON AVENUE (100' RIGHT OF WAY) FOR THE POINT OF BEGINNING; SAID POINT ALSO BEING ON A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 5,779.85 FEET, THROUGH A CENTRAL ANGLE OF 02 DEGREES 36 MINUTES 50 SECONDS; THENCE PROCEED NORTHERLY ALONG SAID RIGHT OF WAY LINE AND CURVE FOR AN ARC DISTANCE OF 263.68 FEET, (CHORD BEARING AND DISTANCE = NORTH 17 DEGREES 29 MINUTES 02 SECONDS WEST, FOR A DISTANCE OF 263.66 FEET); THENCE NORTH 18 DEGREES 47 MINUTES 27 SECONDS WEST, ALONG SAID RIGHT OF WAY LINE, FOR A DISTANCE OF 668.99 FEET TO THE SOUTHWEST CORNER OF PROPERTY RECORDED IN OFFICIAL RECORDS BOOK 226, PAGE 823 OF THE PUBLIC RECORDS OF GULF COUNTY, FLORIDA; THENCE LEAVING SAID RIGHT OF WAY LINE PROCEED SOUTH 88 DEGREES 55 MINUTES 47 SECONDS EAST, ALONG THE SOUTH BOUNDARY LINE OF SAID PROPERTY, FOR A DISTANCE OF 421.06 FEET TO THE SOUTHEAST CORNER OF SAID PROPERTY; THENCE NORTH 18 DEGREES 47 MINUTES 09 SECONDS WEST, ALONG THE EAST BOUNDARY OF SAID PROPERTY, FOR A DISTANCE OF 329.71 FEET TO A POINT ON THE SOUTH BOUNDARY LINE OF PROPERTY RECORDED IN OFFICIAL RECORDS BOOK 602, PAGE 762 OF THE PUBLIC RECORDS OF GULF COUNTY, FLORIDA; THENCE SOUTH 89 DEGREES 43 MINUTES 11 SECONDS EAST ALONG THE SOUTH BOUNDARY LINE OF SAID PROPERTY, FOR A DISTANCE OF 180.15 FEET TO THE SOUTHEAST CORNER OF SAID PROPERTY; THENCE NORTH 01 DEGREE 05 MINUTES 18 SECONDS EAST, ALONG THE EAST BOUNDARY LINE OF SAID PROPERTY, FOR A DISTANCE OF 329.37 FEET TO THE NORTHEAST CORNER OF SAID PROPERTY; THENCE NORTH 89 DEGREES 07 MINUTES 16 SECONDS WEST, ALONG THE NORTH BOUNDARY LINE OF SAID PROPERTY, FOR A DISTANCE OF 720.33 FEET TO A POINT MARKING THE NORTHWEST CORNER OF SAID PROPERTY (POINT ALSO BEING ON THE EAST RIGHT OF WAY LINE OF AFORESAID GARRISON AVENUE); THENCE NORTH 18 DEGREES 47 MINUTES 25 SECONDS WEST, ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 449.58 FEET TO THE SOUTHWESTERLY CORNER OF GARRISON PLANTATION, A SUBDIVISION RECORDED IN PLAT BOOK 4, PAGE 9 OF THE PUBLIC RECORDS OF GULF COUNTY, FLORIDA; THENCE LEAVING SAID RIGHT OF WAY LINE PROCEED NORTH 89 DEGREES 59 MINUTES 11 SECONDS EAST, ALONG THE SOUTH BOUNDARY LINE OF SAID SUBDIVISION, FOR A DISTANCE OF 357.53 FEET TO A POINT MARKING THE SOUTHEAST CORNER OF SAID SUBDIVISION (POINT ALSO MARKING THE SOUTHWEST CORNER OF PROPERTY RECORDED IN OFFICIAL RECORDS BOOK 560, PAGE 546 OF THE PUBLIC RECORDS OF GULF COUNTY, FLORIDA); THENCE SOUTH 89 DEGREES 36 MINUTES 06 SECONDS EAST, ALONG THE SOUTH BOUNDARY LINE OF SAID PROPERTY, FOR A DISTANCE OF 777.22 FEET TO THE WESTERLY EDGE OF A DRAINAGE DITCH; THENCE SOUTH 19 DEGREES 25 MINUTES 54 SECONDS EAST, ALONG SAID WESTERLY EDGE, FOR A DISTANCE OF 2,090.14 FEET TO THE INTERSECTION OF SAID WESTERLY EDGE WITH THE SOUTH BOUNDARY LINE OF AFORESAID

**SPECIAL WARRANTY DEED**

(Continued)

File No. 198-243500380

SECTION 7; THENCE NORTH 88 DEGREES 54 MINUTES 51 SECONDS WEST, ALONG SAID SECTION LINE, FOR A DISTANCE OF 286.76 FEET; THENCE CONTINUE NORTH 88 DEGREES 54 MINUTES 51 SECONDS WEST, ALONG SAID SOUTH BOUNDARY, FOR A DISTANCE OF 884.99 FEET TO THE POINT OF BEGINNING.

PARCEL 2;

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 10 WEST, GULF COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 10 WEST, GULF COUNTY, FLORIDA AND PROCEED SOUTH 88 DEGREES 54 MINUTES 51 SECONDS EAST, ALONG THE NORTH BOUNDARY OF SAID SECTION 18, FOR A DISTANCE OF 767.92 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF GARRISON AVENUE (100' RIGHT OF WAY) FOR THE POINT OF BEGINNING; THENCE LEAVING SAID RIGHT OF WAY LINE CONTINUE SOUTH 88 DEGREES 54 MINUTES 51 SECONDS EAST, ALONG SAID NORTH BOUNDARY LINE, FOR A DISTANCE OF 884.70 FEET; THENCE LEAVING SAID NORTH BOUNDARY LINE PROCEED SOUTH 01 DEGREE 13 MINUTES 47 SECONDS WEST, FOR A DISTANCE OF 87.03 FEET; THENCE NORTH 89 DEGREES 33 MINUTES 13 SECONDS WEST, FOR A DISTANCE OF 855.44 FEET TO A POINT ON THE AFORESAID EASTERLY RIGHT OF WAY LINE OF GARRISON AVENUE, POINT BEING ON A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 5,779.85 FEET, THROUGH A CENTRAL ANGLE OF 00 DEGREES 59 MINUTES 59 SECONDS; THENCE PROCEED NORTHERLY ALONG SAID RIGHT OF WAY LINE AND CURVE FOR AN ARC DISTANCE OF 100.86 FEET, (CHORD BEARING AND DISTANCE = NORTH 15 DEGREES 40 MINUTES 37 SECONDS WEST, FOR A DISTANCE OF 100.86 FEET) TO THE POINT OF BEGINNING.

**SPECIAL WARRANTY DEED**  
(Continued)

File No. 198-243500380

**Exhibit B**

1. Taxes and assessments for the year 2024 and subsequent years which are not yet due and payable.
2. Distribution Easement in favor of Florida Power Corporation d/b/a Progress Energy Florida, Inc. recorded in Official Records Book 410, Page 936 as affected by the Partial Release of Easement recorded in Official Records Book 716, Page 223 of the Public Records of Gulf County, Florida.
3. No insurance as to any portion of subject lands that may lie within the property described in the deed recorded in Official Records Book 518, Page 716 of the Public Records of Gulf County, Florida.
4. Consequences, if any, of the failure of The Lands to have a definite ascertainable and locatable legal description pursuant to the minimum technical standards for land surveying as required by Florida Statutes.

UNOFFICIAL  
DOCUMENT



KEY DR

03040 - 002 E

C-1

PU

MADISON ST

BARBARA DR

GARRISON AVE

R-1

BETTY DR

MONICA DR

BRENDA DR

## IMPORTANT NOTICE

The Property Appraiser makes every effort to produce the most accurate information possible. No warranties, expressed or implied are provided for the data herein, its use or interpretation. The assessment information is from the last certified tax roll. All other data is subject to change. This website is NOT TO BE USED FOR FINANCING PURPOSES, INSURANCE PURPOSES, AND/OR ADDRESS VERIFICATION! If you need address verification contact the Emergency Management Addressing office at 850-229-9110

**\*An Actual Year of 1900 is not a true representation of the Actual Year built. This is a "default" setting where an actual date is not known. The Effective Year is simply reflective of the current market and the condition of the property. The Effective Year is evident by the condition and utility of the structure and may or may not represent the Actual Year Built.**

### Parcel Summary

Parcel ID 03040-002R  
Location Address GARRISON AVE  
PORT ST JOE  
Brief Tax Description S 18 T 8 R 10 2 AC M/L 278.10 FT PARCEL ON EAST SIDE OF GARRISON AVE ORB 310/1 FR WARRINER ORB 831/363 WD FR WARRINER MAP 69B  
(Note: Not to be used on legal documents.)  
Property Use Code VACANT (0000)  
Sec/Twp/Rng 18-85-10W  
Tax District Port St. Joe City (5)  
Millage Rate 15.5418  
Acreage 2.7  
Homestead N

[View Map](#)

### Owner Information

Primary Owner  
68V SALT PINES 2024 LLC  
707 BELROSE AVE  
DAPHNE, AL 36526

### Sales

Multi Parcel	Sale Date	Sale Price	Instrument	Book/Page	Qualification	Vacant/Improved	Grantor	Grantee
Y	7/18/2024	\$1,700,000	WD	<u>831/363</u>	Qualified	Vacant	WARRINER PATRICIA T	68V SALT PINES 2024 LLC

## Valuation

	2024 Preliminary Values	2023 Certified Values	2022 Certified Values	2021 Certified Values
Building Value	\$0	\$0	\$0	\$0
Extra Features Value	\$0	\$0	\$0	\$0
Land Value	\$183,600	\$108,000	\$108,000	\$86,400
Land Agricultural Value	\$0	\$0	\$0	\$0
Agricultural (Market) Value	\$0	\$108,000	\$108,000	\$0
Just (Market) Value	\$183,600	\$108,000	\$108,000	\$86,400
Assessed Value	\$99,385	\$90,350	\$82,136	\$74,669
Exempt Value	\$0	\$0	\$0	\$0
Taxable Value	\$99,385	\$90,350	\$82,136	\$74,669
Maximum Save Our Homes Portability	\$84,215	\$17,650	\$25,864	\$11,731

"Just (Market) Value" description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.

No data available for the following modules: Building Information, Extra Features, Sketches.

The Property Appraiser makes every effort to produce the most accurate information possible. No warranties, expressed or implied are provided for the data herein, its use or interpretation. The assessment information is from the last certified tax roll. All other data is subject to change. This website is NOT TO BE USED FOR FINANCING PURPOSES, INSURANCE PURPOSES, AND/OR ADDRESS VERIFICATION! If you need address verification contact the Emergency Management Addressing office at 850 229-9110  
[User Privacy Policy](#) | [GDPR Privacy Notice](#)  
 Last Data Upload: 8/7/2024, 2:33:09 PM

Contact Us



## **Future Land Use Map Amendment**

**Applicant: 68V SALT PINES 2024 LLC  
707 BELROSE AVE, DAPHNE, AL 36526**

Public Hearings will be held in the Planning, Development, & Review Board's Regular Meeting on, Sept 3, 2024, at 4:00 P.M. EST and at the Regular City Commission Meeting on Sept 17, 2024, at 12:00 P.M. EST and Oct 1, 2024, at 12:00 P.M. EST at the Ward Ridge Building, 2775 Garrison Ave., Port St. Joe, FL 32456 for discussion and approval.

J





**CITY OF PORT ST JOE - MONUMENT AVENUE RESURFACING**  
**Dewberry Project No. 50180228**  
**DETAILED BID TAB**

ITEM	DESCRIPTION	QTY.	UNIT	Roberts and Roberts, Inc.		Pigott Asphalt & Stework, LLC	
				UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE
<b>GENERAL COSTS</b>							
101-1	MOBILIZATION (5% of Bid Max)	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 26,500.00	\$ 26,500.00
102-1	MAINTENANCE OF TRAFFIC	1	LS	\$ 34,000.00	\$ 34,000.00	\$ 25,000.00	\$ 25,000.00
	<b>SUBTOTAL</b>			<b>\$ 49,000.00</b>			<b>\$ 51,500.00</b>
<b>ROAD CONSTRUCTION</b>							
104-18	INLET PROTECTION SYSTEM	14	WA	\$ 200.00	\$ 2,800.00	\$ 300.00	\$ 4,200.00
110-1-1	CLEARING AND GRUBBING	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 12,500.00	\$ 12,500.00
110-4-10	REMOVAL OF EXISTING CONCRETE	69	SY	\$ 82.50	\$ 5,692.50	\$ 100.00	\$ 6,900.00
120-1	REGULAR EXCAVATION	156	CY	\$ 65.50	\$ 10,218.00	\$ 36.00	\$ 5,616.00
120-2-2	BORROW EXCAVATION, TRUCK MEASURE	169	CY	\$ 35.00	\$ 5,915.00	\$ 20.00	\$ 3,380.00
283-71	6" RECLAIMED ASPHALT PAVEMENT BASE COURSE	537	SY	\$ 10.00	\$ 5,370.00	\$ 20.00	\$ 10,740.00
283-71	10" RECLAIMED ASPHALT PAVEMENT BASE COURSE	4,392	SY	\$ 10.00	\$ 43,920.00	\$ 7.50	\$ 32,940.00
285-704	OPTIONAL BASE, BASE GROUP 04 (LIMEROCK ONLY)	74	SY	\$ 55.00	\$ 4,070.00	\$ 50.00	\$ 3,700.00
285-709	OPTIONAL BASE, BASE GROUP 09 (LIMEROCK ONLY)	391	SY	\$ 52.00	\$ 20,332.00	\$ 50.00	\$ 19,550.00
327-70-1	MILLING EXISTING ASPHALT PAVEMENT, 1" AVG DEPTH	40	SY	\$ 75.00	\$ 3,000.00	\$ 100.00	\$ 4,000.00
334-1-12	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC B	730	TN	\$ 148.50	\$ 108,405.00	\$ 190.00	\$ 138,700.00
570-1-2	PERFORMANCE TURF, SOD	2,000	SY	\$ 5.30	\$ 10,600.00	\$ 4.00	\$ 8,000.00
	12" RIBBON CURB	96	LF	\$ 48.50	\$ 4,656.00	\$ 100.00	\$ 9,600.00
	SINGLE COLUMN GROUND SIGN ASSEMBLY, F&I GROUND MOUNT, LESS THAN 12 SF	9	EA	\$ 460.00	\$ 4,140.00	\$ 650.00	\$ 5,850.00
700-1-600	SINGLE COLUMN GROUND SIGN ASSEMBLY, REMOVE	10	EA	\$ 115.00	\$ 1,150.00	\$ 100.00	\$ 1,000.00
710-90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	1	LS	\$ 1,725.00	\$ 1,725.00	\$ 7,000.00	\$ 7,000.00
*	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 24"	92	LF	\$ -	\$ -	\$ -	\$ -
*	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	0.564	GM	\$ -	\$ -	\$ -	\$ -
711-11-125	THERMOPLASTIC, STANDARD, WHITE, MESSAGE AND SCHOOL MARKING	92	LF	\$ 23.00	\$ 2,116.00	\$ 10.00	\$ 920.00
711-11-160	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE	6	EA	\$ 287.50	\$ 1,725.00	\$ 250.00	\$ 1,500.00
711-16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	0.564	GM	\$ 10,350.00	\$ 5,837.40	\$ 12,500.00	\$ 7,050.00
	<b>SUBTOTAL</b>			<b>\$ 256,671.90</b>	<b>\$ 256,671.90</b>	<b>\$ 283,146.00</b>	<b>\$ 283,146.00</b>
	<b>LUMP SUM BID PRICE FOR BASE BID</b>			<b>\$ 305,671.90</b>		<b>\$ 334,646.00</b>	<b>\$ 334,646.00</b>

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**CITY OF PORT ST JOE - ALLEN MEMORIAL WAY RESURFACING**  
**Dewberry Project No. 50146278**  
**DETAILED BID TAB**

ITEM	DESCRIPTION	QTY.	UNIT	Roberts and Roberts, Inc.		Pigott Asphalt and Sitework, LLC	
				UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE
<b>GENERAL COSTS</b>							
101-1	MOBILIZATION (5% of Bid Max)	1	LS	\$ 19,000.00	\$ 19,000.00	\$ 26,000.00	\$ 26,000.00
102-1	MAINTENANCE OF TRAFFIC	1	LS	\$ 26,000.00	\$ 26,000.00	\$ 25,000.00	\$ 25,000.00
	SUBTOTAL			\$ 45,000.00		\$	\$ 51,000.00
<b>ROAD CONSTRUCTION</b>							
104-10-3	SEDIMENT BARRIER	60	LF	\$ 4.40	\$ 264.00	\$ 10.00	\$ 600.00
110-1-1	CLEARING AND GRUBBING	1	LS	\$ 18,170.00	\$ 18,170.00	\$ 12,500.00	\$ 12,500.00
110-4-10	REMOVAL OF EXISTING CONCRETE	115	SY	\$ 74.60	\$ 8,579.00	\$ 75.00	\$ 8,625.00
110-7-1	MAILBOXES	9	EA	\$ 297.10	\$ 2,673.90	\$ 300.00	\$ 2,700.00
120-1	REGULAR EXCAVATION	94	CY	\$ 50.00	\$ 4,700.00	\$ 100.00	\$ 9,400.00
120-2-2	BORROW EXCAVATION, TRUCK MEASURE	80	CY	\$ 35.00	\$ 2,800.00	\$ 20.00	\$ 1,600.00
283-71	8" RECLAIMED ASPHALT PAVEMENT BASE COURSE	5,758	SY	\$ 10.00	\$ 57,580.00	\$ 6.50	\$ 37,427.00
285-704	OPTIONAL BASE, BASE GROUP 04 (LIMEROCK ONLY)	214	SY	\$ 45.00	\$ 9,630.00	\$ 30.00	\$ 6,420.00
285-709	OPTIONAL BASE, BASE GROUP 09 (LIMEROCK ONLY)	1,097	SY	\$ 32.00	\$ 35,104.00	\$ 45.00	\$ 49,365.00
334-1-12	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC B	941	TN	\$ 148.50	\$ 139,738.50	\$ 190.00	\$ 178,790.00
430-175-218	PIPE CULVERT, OPTIONAL MATERIAL, OTHER-EL/P/ARCH, 18"SI/CD	40	LF	\$ 149.20	\$ 5,968.00	\$ 200.00	\$ 8,000.00
430-982-625	MITERED END SECTION, OPTIONAL - ELLIPTICAL / ARCH, 18" CD	2	EA	\$ 1,809.10	\$ 3,618.20	\$ 1,800.00	\$ 3,600.00
570-1-2	PERFORMANCE TURF, SOD	4,000	SY	\$ 5.30	\$ 21,200.00	\$ 4.00	\$ 16,000.00
	12" RUBBON CURB	105	LF	\$ 48.60	\$ 5,103.00	\$ 100.00	\$ 10,500.00
	ADJUST VALVE (PAID BY OTHERS)	2	EA	\$ -	\$ -	\$ -	\$ -
700-1-111	SINGLE COLUMN GROUND SIGN ASSEMBLY, F&I GROUND MOUNT, LESS THAN 12 SF	7	EA	\$ 460.00	\$ 3,220.00	\$ 650.00	\$ 4,550.00
700-1-600	SINGLE COLUMN GROUND SIGN ASSEMBLY, REMOVE	7	EA	\$ 115.00	\$ 805.00	\$ 100.00	\$ 700.00
700-143-113	ENHANCED HIGHWAY SIGN ASSEMBLY, SOLAR POWERED, F&I GROUND MOUNT, W/BEACON, 21-30 SF OF STATIC SIGN PANELS	1	EA	\$ 8,625.00	\$ 8,625.00	\$ 10,000.00	\$ 10,000.00
710-90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	1	LS	\$ 1,840.00	\$ 1,840.00	\$ 6,000.00	\$ 6,000.00
*	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 24"	82	LF	\$ -	\$ -	\$ -	\$ -
*	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	0,848	GM	\$ -	\$ -	\$ -	\$ -
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND SCHOOL MARKING	82	LF	\$ 23.00	\$ 1,886.00	\$ 14.00	\$ 1,148.00
711-11-160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE	5	EA	\$ 287.50	\$ 1,437.50	\$ 250.00	\$ 1,250.00
711-16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	0,848	GM	\$ 9,487.50	\$ 8,045.40	\$ 7,500.00	\$ 6,360.00
	SUBTOTAL			\$ 340,987.50		\$ 375,535.00	
	<b>LUMP SUM BID PRICE FOR BASE BID</b>			\$ 385,987.50		\$ 426,535.00	

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ORDINANCE NO. : 613

AN ORDINANCE OF THE CITY OF PORT ST. JOE, FLORIDA, AMENDING ORDINANCE 597 TO ADD MOBILE FOOD DISPENSING VEHICLES THAT ARE LICENSED/PERMITTED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES (FDACS) TO THOSE VEHICLES THAT ARE ALLOWED TO OPERATED IN PORT ST. JOE PURSUANT TO ORDINANCE 597 AND AS LATER AMENDED BY ORDINANCE 598; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Governor of the State of Florida signed into law the Occupational Freedom and Opportunity Act (SB474/HB1171) (“Act”), which became effective on July 1, 2020; and

WHEREAS, the Act created Florida Statutes Section 509.102-Mobile Food Dispensing Vehicle (“MFDV”) preemption in which a municipality, county or other local government entity may not require a separate license, registration, permit or fee from MFDV’s and may not prohibit MFDV’s from operating within the entirety of the jurisdiction; and

WHEREAS, the City, in response to Section 509.102 Florida Statutes and two public workshops wherein they elicited input from the public, enacted City of Port St. Joe Ordinance 597; and

WHEREAS, after the enactment of Ordinance 597 the City amended Ordinance 597 via Ordinance 598 to exclude MFDV’s from Reid Avenue; and

WHEREAS, after the enactment of Ordinance 597 and 598 the City has determined that it is in the best interests of the health, safety, and welfare of the residents of and visitors to Port St. Joe to amend Ordinance 597 again with this Ordinance as set forth below; and

NOW THEREFORE, be it enacted by the City Commission of the City of Port St. Joe, Florida, that:

1. Port St. Joe Ordinance 597 shall be amended as follows:

Section 2 shall add the following paragraph to the current definition of Mobile Food Dispensing Vehicles:

Mobile Food Service Establishments that are regulated by the Florida Department of Agriculture and Consumer Services (FDACS) which require a “Annual Food Permit” issued by FDACS shall be considered a Mobile Food Dispensing Vehicle under this Ordinance.

Section 3(A)(1)(a) shall now state as follows:

- a. The Department of Business and Professional Regulation (DPBR) “Mobile Food Dispensing License” or Department of Agriculture and Consumer Services “Annual Food Permit”.
2. All other provisions of Port St. Joe Ordinance 597 not amended herein shall remain in full force and effect as written in said Ordinance.
3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.
4. If a court of competent jurisdiction hold any of the provisions of this Ordinance invalid the remaining provisions shall remain in full force and effect.
5. This Ordinance shall take effect immediately upon its final adoption by the City Commission of Port St. Joe, Florida.

PASSED AND ADOPTED BY THE CITY COMMISSION OF PORT ST. JOE, FLORIDA THIS \_DAY OF \_\_\_\_\_ 2024.

**BOARD OF CITY COMMISSIONERS  
PORT ST. JOE, FLORIDA**

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REX BUZZETT  
MAYOR-COMMISSSIONER



## Current City Projects 9/17/24

- Maddox Park Drainage- Need more info. from engineer to bid and direction from the Board.
- Lighthouse Complex Sleeping Beauty Rehab- The bid has been awarded Monolith Construction and the State has approved the modified plans.
- Sewer Rehab. CDBG-DR- Grant Funding Approved 5/21, Grant Agreement Received, The CCTV work is complete and Anchor Engineering is working on the rehab/replacement plans. L& K Contractors have been awarded the Lift Station Rehab bid on 8/20/24.
- Long Ave. Paving- Final pay request to mill and resurface 1" on the entire road to be completed in the Summer 2024
- Beacon Hill Sewer- The Lift Station is Operational & the Collection System is built. City staff is preparing to install the taps.
- 11/7/23 Dewberry has provided a conceptual drawings for the 10<sup>th</sup> Street Ballfields based on League Representatives. Dewberry is preparing the bid specs for the existing pipe replacement.
- 9/15/23 Dewberry tasked to Survey & Topo the new City Hall Complex with Conceptual Plan options. Dewberry has now been tasked to handle the Civil Engineering and permitting. The next step is to procure Architectural Services.
- 9/26/23 Dewberry tasked to work on the Expansion of Zone 3 at the WW Sprayfields. The bid was awarded to North Florida Construction on 4/16/24 to clear the property.
- Downtown Waterline Replacement Phase II- The SRF Funding has been approved and the bid has been awarded to L & K Contractors. Construction began on 9/30/24.
- 2/11/24 A Task Order was signed with Dewberry to survey the alley between Bay & Harbor Street for potential stormwater improvements. The survey is complete and we are waiting on the H & H Study to determine the best course of action.

- 3/5/24 A Task Order was signed for Dewberry to design the paving of Monument Ave. from 19<sup>th</sup> Street to Allen Memorial. The project is out for bids 7/26/24.
- Allen Memorial Paving SCOP Grant. The Project is out for bids 7/26/24.
- 3/19/24 A Task Order was signed with Dewberry to design the \$1.5 M Legislative Approp. for multiple roads to be paved.

Richard Bracken  
7415 County Road 30A  
Port St Joe, Florida 32456  
Richard.Bracken@FL27Recycle.com  
(770) 826-3398



## Business Owners:



### **CHRISTINA Bracken**

Co-founder and CFO; over 25 years of accounting leadership roles in the finance industry. Resides in Port St. Joe Florida. Christina is responsible for the company's financial management including billing, accounts receivable, accounts payable, payroll and bookkeeping and manages human resources activities.



### **RICHARD Bracken**

Co-founder and President; over 30 years of corporate accounting leadership roles in the insurance and manufacturing industries. Resides in Port St. Joe Florida. Responsible for the entire operations of FL 27 Recycle, Inc. Duties will include overseeing marketing of the company's services, performing the daily collection and sorting & storing the collected recycled waste materials.

Christy & Richard moved to Port St Joe a few years ago and found their waste company did not provide recycle bins and the area did not have a recycling program. So, they decided to start a recycling collection service. **FL 27 Recycle, Inc.** **Florida 27 Recycle** is a top-notch, recycling collection service tailored for businesses, residents and vacationers in Beautiful North Florida. Their journey started with a simple idea...to make recycling accessible and friendly for everyone. They are creating a single-stream recycling program starting servicing from St. George Island to Mexico Beach, to include Eastpoint, Apalachicola and Port St. Joe. They look to expand our service into Carrabelle and Wewahitchka during 2025.

### FL 27 Recycle, Inc.

- collects, but not limited to, aluminum/tin, cardboard & paper, glass, plastic and Styrofoam;
- processes collected waste materials into marketable products;
- creates jobs, provides job training programs to enable employees to learn new skills and/or trades;
- creates educational materials to bring awareness to waste stream reduction;
- funds a scholarship program allowing high school students to continue their education after high school.

### Pricing Structure

FL 27 Recycle, Inc. will offer pick-up services for the following prices:

- Residential – weekly, bi-weekly or monthly pickup service - \$20-\$40 per month
- Restaurants & Bars – starting at least twice a week pickup service - \$40-\$50 per month
- Business District cardboard & Styrofoam pickup service – starting at \$40-\$50 per month



### Operation

They are looking to launch the collection service on **Monday, November 4<sup>th</sup>**. They will provide collections bins to their customers and collect recyclable waste using pickup trucks, installing ProStake panels and screens to the bed. They are currently in talks with Port St Joe for the lease of 2 acres of real estate to create a transfer station. The transfer station will house 10 shipping cargo containers for sorting and holding materials. They will ultimately purchase additional machinery to crush, process, bale, pulverize, etc. our raw materials to be sold.

**Mel C. Magidson, Jr.**  
**Attorney at Law**  
218 Gautier Memorial Lane • Port St. Joe, FL 32456  
Phone (850) 227-4071

August 20, 2024

Jim Anderson  
City Administrator  
City of Port St. Joe  
Port St. Joe, FL 32456

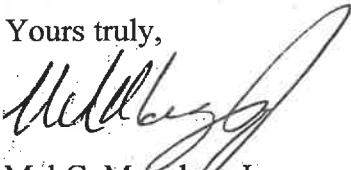
Re: Special Magistrate for Code Enforcement

Dear Mr. Anderson:

I have been the Special Magistrate for Code Enforcement for over 4 years. During that time I have asked for only one increase in my fee. I am requesting an increase in my fee to \$200 an hour beginning October 1, 2024.

I believe that this hourly rate is still well below comparable rates for these services. I hope to continue in the Special Magistrate position and hope the City is satisfied with my services and agree that my request is fair to both parties.

Yours truly,



Mel C. Magidson Jr.

## SPECIAL MASTER AGREEMENT

THIS Agreement is entered into this \_\_\_\_\_ day of September, 2024, by and between the CITY OF PORT ST. JOE, FLORIDA, hereinafter referred to as CITY, and MEL MAGIDSON, JR., hereinafter referred to as SPECIAL MASTER.

WHEREAS, MEL MAGIDSON, JR., is a member of the Florida bar in good standing and as such is licensed to practice law in the State of Florida and meets all qualifications required by the CITY for Code Enforcement Special Services; and

WHEREAS, CITY in accordance with its Code desires to contract with SPECIAL MASTEER to serve as its Code Enforcement Hearing Officer and particularize the services and compensation for that service.

IN CONSIDERATION THEREOF, the parties do hereby covenant and agree, in return for the mutual promises set forth herein, as follows:

1. CITY hereby retains and contracts with SPECIAL MASTER to serve as its Code Enforcement Hearing Officer. This contact shall be for a two - year period to be effective September 18, 2024 and terminate, unless extended by written agreement of the parties, on September 18, 2024 subject to the provisions of paragraph six (6) below.
2. CITY shall pay compensation for SPECIAL MASTER's services as Code Enforcement Hearing Officer on an hourly basis in accordance with the following fee schedule. A rate of \$200.00 an hour for all of SPECIAL MASTER's time and inclusive of all costs incurred to provide said services. There will be no additional charges for office overhead to include administrative assistants/secretaries and other support personnel.
  - a. Monthly invoices for time charges shall include the following information: a description of the service, the name of the individual performing the service, the date on which the service was performed.
  - b. CITY agrees to provide such clerical, administrative personnel and legal services deemed reasonably necessary to support the SPECIAL MASTER activities and assist in the proper performance of duties as contemplated in the City Code. The SPECIAL MASTER shall not be authorized to engage, hire, or use any person



and/or entity except those provided by the CITY to assist in the performance of duties hereunder.

3. In consideration for the fee payment, SPECIAL MASTER shall perform Code Enforcement Services including but not limited to the following specific duties:
  - a. Hearing and deciding alleged violations of Port St. Joe Code of Ordinances, as it now exists and/or as it is amended in the future.
  - b. Assessing fines against violators of city codes and ordinances; and determining the amount of reasonable expenses incurred by the CITY as a result of orders issued pursuant to the authority granted.
  - c. Conducting code violation hearings. All hearing shall be properly noticed and held in a designated facility owned by the CITY and accessible to the general public.
  - d. Consistent with Florida Statue Chapter 162, adopting rules for the conduct of hearings; subpoenaing to hearings alleged violators, witnesses and evidence; taking testimony under oath; and issuing orders having the force of law to command whatever steps are necessary to bring a violation into compliance.
  - e. As soon as practicable after the conclusion of the hearing, issue findings of fact based on evidence of record, and conclusions of law, and issue an order affording the proper relief consistent with powers granted herein and in accord with Florida Statutes Chapter 162.
  - f. Such other duties as may be necessary to perform all Code Enforcement Services under Chapter 162 of the Florida Statutes and the City Code.
4. In the event that SPECIAL MASTER shall determine that a conflict of interest may arise or has arisen in reference to any matter that SPECIAL MASTER is handling for CITY, SPECIAL MASTER shall promptly notify the City Commission and City Manager thereof. In the event that the conflict cannot be resolved, the City Attorney shall recommend that the City Commission retain a specially appointed attorney to act as SPECIAL MASTER to perform code enforcement services for the CITY in such action.
5. CITY and SPECIAL MASTER understand and agree that SPECIAL MASTER may maintain his private practice of law and may represent clients other than the CITY provided that representation of such other clients does not create a conflict of interest

concerning Code Enforcement Services that are being provided by SPECIAL MASTER on behalf of CITY. SPECIAL MASTER, as a non-employee lawyer, is not confined or restricted to acting as the CITY's SPECIAL MASTER, exclusively, in the exercise of SPECIAL MASTER's firm a conflict arises then SPECIAL MASTER shall promptly notify City Commission thereof. In the event that the conflict cannot be resolved, the City Attorney shall recommend that the City Commission and City Manager retain a specially appointed attorney to act as the CITY's Special Master in such action.

6. This Agreement may be terminated during the term hereof by CITY immediately without notice, or by SPECIAL MASTER upon thirty (30) days written notice to CITY. If terminated then CITY shall pay SPECIAL MASTER for all services rendered through termination.
7. The interpretation of this Agreement shall be governed by the law of the State of Florida.
8. This Agreement revokes and supersedes any prior agreements, written and oral. No representations or promises other than those set forth herein may be relied upon by either party. This Agreement represents the entire agreement between the parties and shall not be subject to modification or amendment by any oral representation, or any written statement by either party, except for a dated written amendment of this Agreement signed by both the parties.

ATTEST:

CITY OF PORT ST. JOE

\_\_\_\_\_  
Charlotte Pierce, City Clerk

\_\_\_\_\_  
Rex Buzzett

SPECIAL MASTER

\_\_\_\_\_  
Mel Magidson

**CITY OF PORT ST. JOE SOLID WASTE COLLECTION  
AND DISPOSAL AGREEMENT**

THIS AGREEMENT ("Agreement") is made and entered into on the 1<sup>st</sup> day of October, 2024, by and between, the **CITY OF PORT ST. JOE, BOARD OF CITY COMMISSIONERS**, a Florida municipality ("City") with its principle place of business located at 305 Cecil G. Costin Sr., Blvd., Port St. Joe, Florida 32456 and **BCC WASTE SOLUTIONS, LLC**, a registered Alabama Limited Liability Company that is authorized to transact business in the state of Florida whose corporate address is 205 Hatcher Rd, Panama City, Florida 32409 ("Contractor").

**WITNESSETH:**

**WHEREAS**, the City finds it is in the public interest to ensure that all areas within its limits are adequately provided with high-quality, solid waste collection and disposal service; and

**WHEREAS**, the Contractor has indicated to the City that it is willing to undertake the installation and operation of high-quality, solid waste collection and disposal service under an exclusive Agreement with the City; and

**WHEREAS**, the City finds it in the public interest to retain regulatory authority over solid waste collection and disposal services, to the extent allowed by law, because of the overriding public health, safety and welfare considerations associated with the provision of this service; and

**WHEREAS**, the City finds it in the public interest to retain control over the use of public rights-of-way by solid waste collectors to ensure against interference with public convenience, to promote aesthetic considerations and to protect the public investment in right-of-way property; and

**WHEREAS**, the City finds it in the public interest to ensure that high quality solid waste collection and disposal service is maintained through a responsive citizen complaint handling procedure; and

**WHEREAS**, granting an exclusive Agreement, is the best means of ensuring the above described interests of the City are promoted, it is therefore;

**AGREED**, in consideration of mutual promises, undertakings, terms, conditions, covenants, and performance set forth herein, the parties agree as follows:

**SECTION 1. AUTHORITY.** The authority to enter into this Agreement is granted under Chapters 180 and 166, Florida Statutes, and the City Ordinance.

SECTION 2. SERVICES AND RATES. Contractor agrees to provide professional solid waste management services and rates as detailed and itemized in the "Rate Sheet for a Five-Year Agreement for the City of Port St. Joe" attached as Exhibit "A". In addition, Contractor agrees to provide those services outlined herein for properties and locations owned by the City of Port St. Joe, Florida at no cost to the City. Further, should the City desire to dispose of those items as outlined herein through its own forces, Contractor and City hereby agree that the City's costs of disposal at Contractor's transfer station shall be no more than \$85.00 a ton. The Price of \$85.00 a ton shall be negotiated to a mutually agreeable reduced rate on, or before, January 7, 2019.

The Contractor will commence the work as required by the Contract Documents immediately on October 2, 2019 and after the execution of all necessary contract documents including but not limited to the necessary attachments, exhibits and submissions of required company documentation prior to commencement. The term "Contract Documents" shall mean and includes the following:

- (a) Agreement and Exhibits (as defined and attached herein)
- (b) Insurance Declarations and Endorsements
- (c) Performance Bond
- (d) Service Route/Scheduling
- (e) Contractor's response to RFP 1819-05

SECTION 3. DEFINITIONS. The words, terms and phrases used herein shall be defined as set forth in Exhibit "B".

SECTION 4. NOTICE. Any notice as required herein, shall be in writing and sent by U.S. Mail, certified return receipt requested, addressed as follows:

Port St. Joe Board of City Commissioners  
c/o City Manager  
305 Cecil G. Costin Sr., Blvd.  
Port St. Joe, Florida 32456

BCC Waste Solutions, LLC  
c/o Jason Tunnell, President  
205 Hatcher Drive  
Panama City, Florida 32409

SECTION 5. GRANT OF EXCLUSIVE AGREEMENT. The City hereby grants to Contractor an exclusive Agreement, including every right and privilege appertaining thereto, to operate a high-quality waste collection service for the collection and disposal of residential solid waste, trash garbage and refuse, not including Biomedical Waste, Biological Waste, Construction and demolition debris, Hazardous Waste items and White Goods that require Special Pickup within the Agreement Area.

This exclusive right shall apply to the collection and disposal of all solid waste, as defined herein, generated by the citizens, residents, inhabitants, business enterprises, and other entities therein and includes title to all such solid waste generated within said boundaries insofar as the City can establish its legal right to make such grant of title. Any person now or hereafter occupying any residential dwelling or operating a commercial business establishment within any portion of the Agreement Area shall be required to utilize the services of the Contractor for solid waste collection and disposal except for roll-offs which are used for construction debris removal.

This exclusive right shall not apply to the acquisition and use of roll off dumpsters. In the case of acquisition and use of roll off dumpsters only, Customers may choose their service providers.

**SECTION 6. CONTRACTOR'S OBLIGATIONS.** Contractor shall deliver the efficient, professional, sanitary and prompt delivery of the solid waste management services and act as an independent contractor in fulfilling the requirement of this Agreement. These services, obligations and responsibilities of the Contractor shall include, but not limited to the following:

1. Contractor shall service the entire Agreement Area, residential and commercial development, both existing and future structures as certified to occupy by the City.
2. Collection and transfer station personnel for Contractor shall wear a uniform displaying the Contractor's name and/or logo, as well as the name of the employee. Such identification shall be easily visible to the public.
3. The supervision of collection and transfer station personnel shall be competent and qualified management. Contractor shall provide sufficient personnel, time and attention to services under this Agreement so as to ensure satisfactory performance including the detailed management team propose for the daily operation of the transfer station.
4. Contractor shall have on hand at all times and in good working order such equipment as shall permit it to adequately and efficiently perform the duties under this Agreement.
5. During conveyance by Contractor, all solid waste shall be contained, tied or enclosed so that spilling and blowing is strictly prevented.
6. The body of all collection vehicles shall be sufficiently secure so as to prevent any leakage of fluids prior to the unloading and or transferring site.
7. All collection vehicles shall be painted uniformly with the name and business telephone number of the name of the Contractor painted on both sides of each vehicle.
8. Contractor's collection vehicles shall not be parked in residential areas except for loading.

9. No assignment of this Agreement or any right under it shall be made in whole or in part by the Contractor without the prior written consent of the City.
10. Contractor shall not sub-let in whole or part any of its duties or responsibilities under this Agreement without the prior written consent of the City.
11. Contractor shall prepare and maintain a register of all complaints and indicate the disposition of each complaint. Such register shall be available for inspection by the City during normal business hours. The form shall indicate at least the day and hour on which the complaint was received and resolved, how it was resolved and other relevant information.
12. Contractor shall obtain, at its own expense, all permits and licenses required by laws or ordinance and shall maintain them in full force and effect.
13. Contractor shall be in compliance with and support the City of Port St. Joe's employment policies and practices that include the Equal Employment Opportunity policy of the City of Port St. Joe, City of Port St. Joe ADA guidelines, and the City of Port St. Joe Drug-Free Workplace Program Policy.

**SECTION 7. SCOPE OF SERVICES.** The Contractor shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Contractor responsibilities throughout this Agreement and as more particularly detailed as follows:

1. Residential Solid Waste Collection Services:
  - a. Contractor shall provide residential trash, garbage, and refuse collection, yard debris collection, recycling services at the transfer station and transfer and disposal service for residents of the City.
  - b. Frequency of Collection: Contractor shall provide once-a-week curbside pick-up to all residential dwellings within the City, including yard debris. In the event an appropriate location for collection cannot be agreed upon between resident and Contractor, the City Manager, or their designee, shall determine the location.
  - c. Hours of Collection: Collection shall begin no earlier than 5:00 a.m. and shall cease no later than 7:00 p.m., Monday through Saturday. In the event of an emergency, collection may be permitted at times not permitted by this paragraph, provided the Contractor has received prior approval from

the City Manager, or their designee. to be later evidenced by a written memorandum confirming such approval. Should the Contractor not confirm and obtain in writing the approval to operate on an emergency basis, it shall be conclusively presumed that the Contractor had not obtained such approval. No collection shall occur on Sundays or holidays, except in a time of emergency, or to maintain a regular schedule due to holidays recognized by the Contractor.

- d. Receptacles: The Contractor shall provide 96-gallon Garbage Receptable to each curbside residential dwelling located within the City within 60 days of a request from a property owner. The Contractor shall be required to pick up all residential trash, garbage, and refuse generated from residential dwellings that have been placed in Garbage Receptable at curbside (or such other single collection point as may be agreed upon by the Contractor and the customer). In addition, Contractor shall pick up properly bagged trash, garbage or refuse placed adjacent to a full Garbage Receptable. Contractor shall not be required to collect residential solid waste not generated in the residence served.
- e. Method of Collection: Contractor shall make collections with a minimum of noise and disturbance to the residents. Any trash, garbage or refuse spilled by the Contractor shall be picked up immediately by the Contractor. Garbage Receptacles shall be handled carefully by the Contractor and shall not be bent or otherwise abused, and shall be thoroughly emptied and left at the proper point of collection with the lid closed.
- f. Handicapped and/or Elderly Carryout Service: Upon notification by the City, solid waste collection services shall be provided by Contractor at the rear or side of the residence for qualified handicapped or elderly persons provided no able-bodied person resides at the residence. Application for such services shall be made by the Customer and approved by the City.
- g. Non-Collectable Items: Contractor shall not be responsible for the collection of Bulk Waste, Household Furniture, loose

Refuse, loose Trash, White Goods, or Construction and demolition debris.

- h. Bi-Annual Hazardous Waste Collection: Contractor will provide for a special customer drop-off of household Hazardous Waste during the spring and fall of each year at no cost to the City or customers. Such drop-off may be coordinated with a similar event for City at the option of Contractor. In connection with such bi-annual drop-off, Contractor shall provide a 20-yard roll off container at a time and location within the City limits as designated by the City. Customers utilizing the bi-annual special drop-off shall be required to deliver their household Hazardous Waste to the designated location. In no event shall Contractor be required to pick up Hazardous Waste at any location other than the City's designated location. Contractor shall maintain a container for White Goods at the Transfer Station at all times during the term of this Agreement.

2. Commercial Solid Waste Collection Services:

- a. Frequency of Collection: Contractor shall provide once-a-week Refuse pick-up to all Commercial Business Establishments within the City. Collection frequencies shall be mutually agreed upon by the Contractor and each Commercial Business Establishment, however, the City shall require the Commercial Business Establishments to maintain an adequate level of service to avoid overflowing containers and Refuse left outside of the containers.
- b. Hours of Collection: Collection shall begin no earlier than 5:00 a.m. and shall cease no later than 7:00 p.m., Monday through Saturday in Commercial Areas. In the event of an emergency, collection may be permitted at times not permitted by this paragraph, provided the Contractor has received prior approval from the City Manager or their designee, to be later evidenced by a written memorandum confirming the approval. Should the Contractor not confirm and obtain in writing the approval to operate on an emergency basis, it shall be conclusively presumed that the Contractor had not



obtained such approval. No collection shall occur on Sundays or holidays, except in a time of emergency, or to maintain a regular schedule due to holidays recognized by the Contractor. Customers may request special pickups at an additional charge. Such charge shall be billed by the Contractor.

- c. Point of Pickup: Collection of Refuse shall be at a location mutually agreed upon by the Contractor and each Commercial Business Establishment. In the event an appropriate location cannot be agreed upon, the City Manager, or their designee shall determine the location.
- d. Receptacles: Contractor shall provide dumpsters or Garbage Receptacles to each Commercial Business Establishment. The quantity and/or size of the receptacles shall be mutually agreed upon by the Contractor and each Commercial Business Establishment.
- e. Method of Collection: The Contractor shall make collections with a minimum of noise and disturbance to the customer. Any Trash, Garbage, and Refuse spilled by the Contractor shall be picked up immediately by the Contractor.

SECTION 8. TERM. This exclusive Agreement shall be granted for a period of five (5) years, commencing on **October 1, 2024 and ending September 30, 2029**. This Agreement may be renewed or extended at the City's sole discretion unless sooner terminated by reason of a breach of the terms herein by the Contractor resulting in the failure of the Contractor to provide effective and efficient service as described herein.

SECTION 9. DEFAULT.

- 1. Material Breach: Where any of the following events occur:
  - a. Contractor shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law of the United States or of any state, or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or
  - b. By order or decree of a court, Contractor shall be adjudged bankrupt, or an order shall be entered approving a petition filed by any of its creditors or by any of the stockholders of Contractor, seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law of the

United States or of any state, provided that if any such judgment or order is stayed or vacated within 60 days after the entry thereof, any notice of cancellation shall be null and void; or

- c. Pursuant to any legislative act, resolution, or rule or order of any court or jurisdiction, a receiver, trustee or liquidator shall take possession or control shall continue in effect unabated for 60 consecutive days; or
- d. Contractor shall voluntarily abandon, desert, or discontinue its operations under this Agreement; or
- e. Contractor fails to maintain in force all liability and indemnification coverage required; or
- f. Contractor fails to perform the services as described herein; or
- g. Any lien shall be filed against the premises of Contractor because of any act or omission of Contractor and is not removed, or the City is not adequately secured by bond or otherwise within 90 days after Contractor has received written notice thereof; or
- h. Contractor shall abandon, fail or refuse to perform or observe each and every promise in this Agreement; then the City shall notify Contractor in writing of the event of default and direct Contractor to comply with all provisions of this Agreement. If such event or default is not cured within five (5) days of the receipt of notice, then such event or default shall be considered a material breach of this Agreement.

2. Notice of Breach:

- a. The City shall notify Contractor in writing of the breach or event of default and direct it to comply with all provisions of this Agreement. If such breach or default is not cured within five (5) days of the receipt of the notice, then such breach or default shall be considered a material breach of this Agreement.
- b. If Contractor has not cured the breach or default, as requested by the City, within the time allowed, the City shall send a copy of such written notice forwarded to Contractor, previously, to the surety on Contractor's Performance Bond.
- c. Upon declaration of breach or default all payment due Contractor shall be retained by the City and applied to the completion of this Agreement and to damages suffered and expenses incurred by the City by reason of such breach or default, unless the surety shall assume the Agreement, in which event all payments due Contractor at the time of breach or default, less amounts due the City from Contractor and less all sums due the City for damages suffered and expenses incurred by reason of such breach or default, shall be due and payable to the surety, Thereafter, the surety shall receive monthly payments equal to those that would have been paid to Contractor had Contractor continued to perform, provided, the surety is providing the same services. Any transfer or assignment of the responsibilities of Contractor by the surety must be approved by the City.

3. Completion of the Agreement:

- a. If the surety fails to exercise its option to assume the Agreement, the City may complete the Agreement by immediately taking possession of all collection

vehicles and other equipment used by Contractor to serve customers within the City whose solid waste collection and disposal service is governed by this Agreement, provided that such equipment shall be taken for sole purpose of carrying out Contractor's duties under this Agreement, and the City may also re-let the Agreement.

- b. The City shall have the right to retain possession of and operate all such vehicles and equipment until other suitable vehicles and equipment can be purchased or otherwise acquired by the City for such purpose or until a new contract is let, but in no event longer than six (6) months.
  - c. In such event, the liability of the City to Contractor for the loss or damage to such vehicles or equipment shall be that of a bailee for hire, ordinary wear and tear being exempt from liability.
  - d. The City shall pay to Contractor an equitable monthly rental fee for each vehicle or piece of equipment of which possession is taken with the fee equal to the monthly charge off for that vehicle or piece of equipment under the straight-line method of depreciation on a five (5) year schedule.
  - e. The City also shall have the right to purchase Contractor's vehicles and equipment at fair market value, with the fair market value set at the average of 2 appraisals made by professionally certified independent appraisers, with the City and Contractor each choosing one (1) appraiser.
4. Performance Bond/Letter of Credit: Contractor shall furnish the City an irrevocable performance bond or letter of credit in the amount of \$250,000.00 (conditioned upon the annual submission of affidavit or certified letter of estimated revenue) to guarantee a faithful performance of the Agreement. The bond or letter shall be payable to the City and prepared in a format approved by the City Attorney. It shall remain in effect for the full term of the Agreement, including extension periods. Same shall be delivered to the City within ten (10) days of awarding the Agreement, any extensions and annual renewals are subject to review and increase. Failure to comply with annual submission shall automatically default the performance bond requirements to the original \$250,000.00.
5. City's Default:
- a. The persistent and repeated failure of the City to perform any material obligation under this Agreement, including, but not limited to, the repeated delivery of unacceptable waste shall constitute a default on the part of the City.
  - b. Any delay in payments beyond a due date (in the event the City exercises its ability to move to single payor option under the contract), as set forth above, shall constitute a default on the part of the City.
6. Liquidated Damages: Basis for liquidated damages: The City and Contractor acknowledge and agree that it is difficult to precisely determine the amount of damages that would be incurred by the City due to those failures or circumstances described in this section and for which the Contractor would otherwise be liable. Accordingly, the parties have determined and agreed upon the amounts of the liquidated damages set forth herein, and the parties agree that the liquidated damages are reasonable under the circumstances. Therefore, the

following shall constitute liquidated damages, not penalties, for the Contractor's failure to perform in accordance with the provisions of this Agreement.

Process for assessing liquidated damages: The City Manager and/or Director of Public Works shall provide written notice of any assessment of liquidated damages and the Contractor shall then have five (5) business days to submit a written response detailing the basis for disputing the assessment. Failure to respond in writing constitutes acceptance of the assessment. The City Manager or Director of Public Works shall meet with the Contractor within five (5) business days of the City's receipt of the written response and attempt to resolve the dispute. In the event no resolution is reached within seven (7) business days following the date of such request is received by the City Manager, the City and Contractor may submit the dispute for mediation to a mutually agreeable mediator. Responsibility for the costs of mediation shall be divided equally, unless otherwise mutually agreed, among the Contractor and City. If the parties are not able to resolve dispute through mediation, or if the dispute is not submitted to mediation, the decision of the City Manager shall be strictly observed. If the Contractor is not satisfied with the decision of the City Manager it may take further actions available at law, in equity, or under this Agreement.

Payment: Liquidated damages shall be submitted to the City on a quarterly basis.

Amount of Liquidated damages: The City Manager may assess liquidated damages in the amounts listed below.

<u>Performance Standard Violation</u>	<u>Liquidated Damages</u>
a. Legitimate Complaints/ month	
1-4	\$30/complaint
5-9	\$45/complaint
10-14	\$60/complaint
15-19	\$75/complaint
20 or more	\$100/complaint
b. Providing collection service outside the designated times without the City Manager's approval	\$100/incident
c. Failure to notify Residential Customers of permanent route or schedule changes	\$100/incident
d. Failure to deliver materials to the City Transfer Station	\$500/incident
e. Failure to promptly clean up any litter or spills caused by the Contractor	\$100/incident
f. Use of a vehicle not meeting the requirements of this	

Agreement without City Manager approval

\$100/incident/day

- g. Failure to submit required reporting and schedules within required time periods

\$100/day for each day late

Limits: The Contractor shall not be liable for liquidated damages because of any delays in the performance of work due to a condition Force Majeure as defined herein Section 33 and for failure to collect all Solid Waste stored outside of the solid waste cart during period of collection occurring within three (3) days of a specified Holiday as defined herein.

SECTION 10. CUSTOMER BILLING AND COLLECTION. The City shall retain the right and responsibility for residential and commercial account establishment, the monthly billings, and collection of charges to residential and commercial customers. The City shall notify the Contractor of new and closed accounts.

SECTION 12. DISPOSAL SITE AND FEES. All Solid Waste collected by Contractor, as defined herein, shall be disposed of at a site or facility legally empowered to accept it for treatment or disposal. The Contractor shall be responsible for all disposal, which shall be done lawfully, as well as being responsible for all disposal fees.

SECTION 13. CONTRACTOR'S BUSINESS OFFICE. Contractor shall maintain a local telephone listed in the name in which it conducts business as Contractor and must answer same at all reasonable times. There shall be an adequate number of telephones and a responsible Contractor representative in charge during Contractor business hours for the purpose of addressing residential and/or Commercial Business Establishment complaints or services related issues

SECTION 14. INSURANCE.

1. All insurance policies shall be with insurers licensed to do business in the State of Florida, and any insuring company is required to have a minimum rating of A. Class X in the Best's Key Ratings Guide published by A.M. Best & Co., Inc.
2. The City shall be furnished proof of coverage via a certified, complete duplicate of all insurance contracts, including every endorsement. The complete insurance contracts must be delivered to the City Manager or designee, not less than ten (10) days prior to the commencement of any and all contractual agreements between the City and the Contractor. The City shall retain the right to reject all insurance contracts that do not meet the requirements of this Agreement.
3. All insurance contracts, except that for Worker's Compensation Coverage, shall list the City as an "Additional Insured" and Contractor shall provide the City with current

Certificates of Insurance for all policies.

4. Contractor shall at all times during the Agreement Term maintain in full force and effect workers compensation, comprehensive general liability, comprehensive automobile liability, and other insurance as is appropriate for the solid waste services being performed hereunder by Contractor, its employees, subcontractors or agents. The amounts and types of workers compensation, comprehensive general liability, comprehensive automobile liability, and other insurance shall conform to the following and all costs of such insurance shall be borne by Contractor:

- a. Commercial general liability: Contractor shall provide and maintain during the term of this Agreement, commercial general liability (CGL) insurance with a limit of not less than \$1,000,000.00 for each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this contract in the amount of \$2,000,000.00. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractor, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse, or underground (x.c.u.) exposures personal injury and advertising injury. Damage to rented premises shall be included at a minimum of \$100,000.00.
- b. Automobile liability insurance: Contractor shall maintain vehicle liability with a limit of not less than \$1,000,000.00 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any vehicle (including owned, hired and non-owned vehicles). The policy shall be endorsed to provide contractual liability coverage.

Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:

- i. \$3,000,000 combined single limit per accident for bodily injury and property damage.
  - ii. Owned Vehicles.
  - iii. Hired and Non-Owned Vehicles.
  - iv. Employee Non-Ownership.
- c. Workers' compensation insurance: Contractor shall provide and maintain workers' compensation insurance on all employees in accordance with the applicable state and federal laws. Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employer's Liability with a limit of \$1,000,000.00 each accident, \$1,000,000.00 each employee, \$1,000,000.00 policy limit for disease. A certificate shall be filed with the City by the insurance carrier showing such insurance to be in force at all times. Waiver of subrogation in lieu of additional insured is required.

5. Contractor's policies shall expressly contain and be endorsed to include the following provisions:
  - a. General Liability, Automobile Liability Coverage and the: are to have the City named as an "additional insured".
  - b. General Liability and Automobile Liability Coverage policies shall also include "the City, its officers, officials, employees and volunteers are be covered as insureds as respects; liability arising out of the activities performed by on or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations or the scope or protections afforded the City, its officers, officials, employees or volunteers.
  - c. All coverage and policies shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage limits except after no less than thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
  - d. The insurance coverage shall protect itself, its agents and employees and the City from claims for damages or personal injuries, including wrongful and accidental death, and property damage which may arise from operations under this Agreement whether such operations are performed by itself or its employees.
  - e. In the event the insurance coverage expires prior to the completion of the Agreement, a renewal certificate shall be issued 30 days prior to expiration date.
  - f. All certificated of insurance must be on file with and approved by the City before the commencement of any work activities.

SECTION 15. NOTICE OF CLAIMS OR LITIGATION. Contractor shall report to the City any incident or claim resulting from the performance of this Agreement. Within ten (10) days of the Contractor's knowledge of the occurrence of an incident or claim, the City Manager, or designee, shall receive written notice describing the incident or claim. In the event such incident or claim involves injury or property damage to a third party, verbal notification shall be given to the City the same day the Contractor becomes aware of the incident or claim. A detailed written report shall be made to the City within ten (10) days. By entering into this Agreement, the City explicitly does not waive any immunities, protections or privileges it has under Florida law including but not limited to sovereign immunity protection.

SECTION 16. INDEMNIFICATION AND HOLD HARMLESS. In connection with this Agreement, Contractor has warranted and represented that it has specialized knowledge and

experience for the solid waste management services and the delivery of these services it is being contracted to perform. The City is relying on these warranties and representations in this regard made by Contractor. Accordingly, Contractor agrees to hold City harmless from any and all damages and liability caused by Contractor and its negligence with regard to its professional performance of these solid waste management services.

1. Contractor agrees to indemnify and hold harmless the City and its elected officials, employees and appointees from any loss, claim, liability, penalty, fine, forfeiture, demand, causes of action, suit and costs and expenses incidental thereto (including cost of defense, settlement and reasonable attorney's fees) resulting from a breach by Contractor of any of the agreements, representations, or warranties of Contractor contained in this Agreement, or caused by or resulting from any negligent, willful or otherwise tortuous act or omission of Contractor, its agents or employees, in connection with Contractor's provision of services and obligations contemplated by this Agreement. The indemnity obligation of Contractor under this section shall survive the expiration or termination of this Agreement, subject to any applicable statute of limitation.
2. By entering into this Contract, the City explicitly does not waive any immunities, protections or privileges they have under Florida law including but not limited to the sovereign immunity protections afforded to the City of Port St. Joe, Florida.
3. The Contractor shall take due diligence at all times to act within the scope of its professional solid waste standards and best practices and other applicable solid waste industry guidelines, laws and regulations for these services. Furthermore, the Contractor shall secure any and all proper instruction, authorization and approval of the Port St. Joe Board of City Commissioners for procedures and requirements with City policy and spending authority and approval for these services.
4. On or before October 1<sup>st</sup> of each year under this Agreement that Contractor shall perform the solid waste services it shall furnish to the City a performance bond of a surety license in accordance with the RFP requirements and specifications licensed in the State of Florida for the faithful performance of this agreement and all obligations arising hereunder in the amount of \$250,000.00. (with conditional submission of annual certified letter/affidavit of contractor for projected annual revenue as verification of performance obligations and burden to be anticipated by City for Contractor's failure to perform. Failure to submit annual renewal statement and projection shall automatically default the performance bond obligations to the original sum of \$1,000,000.00.)

SECTION 17. HOLIDAYS. City shall not require Contractor to provide service on the following holidays: New Year's Day, Fourth of July, Thanksgiving and Christmas. If the regular collection day for any route(s) falls on any of the aforementioned holidays, Contractor shall collect the refuse on the next business day.

SECTION 18. ACCESS TO RECORDS. The City may audit Contractor's records at any time with Contractor being given a five (5) day written notice and the City shall have access to any



and all of Contractor's records as they pertain to this Agreement.

SECTION 19. RECORDS AND REPORTING: Contractor shall maintain records and provide the proper reports as follows:

1. Maintenance of Records: The Contractor shall maintain all financial and non-financial records and reports directly or indirectly related to the performance of this Agreement. Such records shall be maintained and made available for inspection for a period of five (5) years from completing performance under this Agreement.
2. Examination of records: The City, or designated agent, shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this Agreement. Such examination may be made only within five (5) years from the date of final payment under this Agreement and upon reasonable notice, time and place.
3. Records which relate to any litigation, appeals, or settlements of claims arising from performance under this Agreement shall be made available until a final disposition has been made of such litigation, appeals, or claims.
4. Cost and pricing data: The Contractor, by executing this Agreement, certifies to truth-in-negotiation, specifically that wage rates and other factual unit costs supporting the consideration are accurate, complete, and current at the time of contracting. The Contractor agrees that the City may adjust the consideration for this Agreement to exclude any significant sums by which the consideration or rates for customers was increased due to inaccurate, incomplete, or non-current wage rates and other actual unit costs. The City shall make any such adjustment within one (1) year following the termination of this Agreement.
5. Contractor acknowledges and agrees to comply fully with all Florida public record laws and production requirements as well as F.S. 119.0701 and the specific language pertaining to contractors with public agencies and the contractor public record obligations emphasized by the Florida legislature.
6. The Contractor shall provide the following information to the City Manager prior to commencement of services and shall update this information as needed to ensure the City Manager has current information at all times.
  - a. List of all officers, directors and principals of the Contractor's company and all persons with ownership in excess of five percent (5%).
  - b. Names, qualifications, and contact information of person in charge of the Contractor's operations.
  - c. Routes and schedules for Residential Collection Services.

d. List of collection vehicles.

7. The Contractor shall keep and maintain transfer station operating and maintenance records, schedules and log books subject to City's inspection and review.

SECTION 20. COLLECTION EQUIPMENT. Contractor shall have on hand, at all times and in good working order, such equipment (including Garbage Receptable replacements) as shall permit the Contractor to adequately and efficiently perform its contractual duties. Equipment shall be obtained from nationally known and recognized manufacturers of garbage collection and disposal equipment. Equipment shall be of the enclosed loader /packer type and all equipment shall be kept in good repair and appearance and in a sanitary and clean condition at all times. Contractor shall have available reserve equipment which can be put into service within twenty-four (24) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties.

SECTION 21. PROTECTION OF AGREEMENT AREA. No collector other than Contractor may make any pickups within the Agreement Area for the services defined in this Agreement. Contractor may not charge a customer, for services under this Agreement, any amount other than that prescribed by the City or as otherwise provided in this Agreement.

SECTION 22. SPECIAL WASTE, HAZARDOUS WASTE, BIOMEDICAL WASTE AND BIOLOGICAL WASTE.

1. Contractor shall not be required to collect and dispose of Special Waste, Biomedical Waste, Hazardous Waste, or Biological Waste, but may offer such service in the service area. All collection and disposal of such waste when performed by the Contractor shall be in strict compliance with all federal, state and/or local laws and regulations.
2. Contractor shall refuse to collect solid waste from a customer, if the Contractor believes that such solid waste contains Special Waste, Biomedical Waste, Hazardous Waste, or Biological Waste.

SECTION 23. MODIFICATIONS TO LEVEL OF SERVICE. City may modify the level of collection services provided under the Agreement if it is determined to be in the best interest of the City or to comply with changes in laws and regulations. City and Contractor agree to negotiate the impact of any such modifications in good faith, shall reduce same to writing, and shall execute same as amendments to this Agreement.

SECTION 24. MODIFICATIONS TO SCOPE OF SERVICE. City may modify the scope of the Agreement to include collection services not originally specified in the Agreement, if determined to be in the best interest of the City. City and Contractor agree to negotiate any impact of such modification of the scope of services in good faith, shall reduce the same to writing, and shall execute same as amendments to this Agreement.

SECTION 25. COOPERATION/COORDINATION. City and its authorized representatives shall be permitted reasonable access to every facility for the inspection of all work equipment and facilities of Contractor. The Contractor shall cooperate with the reasonable requests of any authorized representative of the City in order to facilitate the progress of the work contemplated under this Agreement.

SECTION 26. STORMS AND HURRICANES. In the event of a storm or hurricane, the City Manager or their designee, may grant the Contractor reasonable variance from regular schedules and routes. As soon as practicable after such storm or hurricane, the Contractor shall advise the City Manager and the customer of the estimated time required before regular schedules and routes can be resumed. In the case of a storm or hurricane where it is necessary for the Contractor to acquire additional equipment and to hire extra crews to clean the service area of debris and refuse resulting from the storm, the Contractor shall work with the City in all possible ways for the efficient and rapid cleanup of the service area.

1. Contractor shall receive extra compensation, above that provided for by the Agreement for additional personnel, overtime, and cost of rental equipment, provided it has first secured prior written authorization from the City Manager, or their designee. The total cost for such service shall be based on rates jointly agreed upon in advance by the City and the Contractor. In the event of such storm or hurricane emergency, the City reserves the right to assign route or pick-up priorities as deemed necessary by the City Manager. Notwithstanding the above, the Contractor shall not be responsible for nor have an obligation to collect, transport or dispose of debris or other waste material from a hurricane, severe storm or other natural or man-made disaster unless the City enters into a written agreement with Contractor specifying the terms and compensation for such services.

SECTION 27. CONTRACTOR'S REPRESENTATIVES. Contractor shall assign a qualified person or persons to be in charge of the operations within the service area, and he or she shall be responsible to the City Manager and be accessible at reasonable times of call. The Contractor shall give the names and day and night telephone numbers of these persons to the City. Said supervisor(s) must be available for consultation with the City Manager and customers within a reasonable, practicable time after notification of a request for such consultation. The supervisor(s) shall operate a radio-equipped vehicle.

SECTION 28. CONDUCT OF EMPLOYEES. Contractor shall ensure that its employees serve the public in a courteous, helpful and impartial manner. Contractor's collection employees will be required to follow the regular walk for pedestrians while on private property. No trespassing by employees shall be permitted, nor shall the crossing of neighboring properties, unless residents or owners of both such properties shall have given permission. Care shall be taken to prevent damage to property including cans, carts, racks, trees, shrubs, flowers and other plants.

SECTION 29. COMPLIANCE WITH STATE, FEDERAL AND MUNICIPAL LAWS. Promptly upon the execution of this Agreement, Contractor shall apply for the approval hereof to any

agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. Contractor agrees to indemnify and hold harmless City from and against all claims, suits, causes of action, demands, penalties, losses or damages which may arise or accrue because of the failure or neglect of Contractor to obtain such approval. This Agreement is made expressly subject to the mutual acknowledgement that both Contractor and City expressly agree to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.

1. Contractor shall give all notices required by law and shall comply with all federal, state and local laws, ordinances, rules and regulations governing delivery of its services pursuant to this Agreement and shall upon request of the City secure documents evidencing compliance therewith.
2. This Agreement is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the laws, rules and regulations of the State of Florida. Any action hereon or in connection herewith shall be brought in the City of Port St. Joe, Florida.

SECTION 30. PERMITS AND LICENSES. Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect.

SECTION 31. TITLE TO MATERIALS. The City reserves the right at all times to hold title and ownership to all waste collected by the Contractor.

SECTION 32. MODIFICATION. The terms and conditions of this Agreement may be modified from time to time by mutual agreement of the parties as evidenced by a written agreement duly executed by the parties hereto or their representatives. No modification or amendment of this Agreement shall be valid and effective unless evidenced by the required agreement in writing.

SECTION 33. FORCE MAJEURE. Contractor shall be excused from performance by natural catastrophe due to an act of God, including, but not limited to, a hurricane, flood or tornado, or from a riot, war, strike, insurrection, sabotage, civil unrest, strikes or embargoes, acts of third parties, acts of governmental authority or any similar or dissimilar causes beyond Contractor's reasonable control. Contractor will not be responsible for cleanup of storm related debris. Contractor, however, is responsible to resume regular collection of all normal refuse as soon as possible after the disaster. Contractor will coordinate all operations with the City Manager. If the City terminates the Agreement, the City shall procure services similar to those so terminated and Contractor shall be liable to the City for excess costs unless Contractor provides acceptable evidence that failure to perform the contract was due to causes beyond the control and without fault or negligence of Contractor.

SECTION 34. GOVERNING LAW. The validity, enforceability, interpretation, and performance of this contract shall be governed by Florida Law with venue in Gulf County, Florida.

SECTION 35. DISPUTE RESOLUTION. The parties shall make a good faith effort to resolve any disputes amicably. If the parties cannot come to a mutual resolution, mediation, in Gulf County, Florida shall be a prerequisite to resolving any dispute. The parties shall endeavor to select a mutually agreeable mediator familiar with similar type issues and schedule such mediation within 60 days of receiving written notice requesting mediation. Should the parties not reach an amicable resolution during mediation, the parties shall submit any and claims to the Court of competent jurisdiction in Gulf County, Florida.

SECTION 36. ENTIRE AGREEMENT. The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute a material breach of the contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

SECTION 37. ATTORNEYS FEES AND COSTS. If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection to any provision of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party is entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

SECTION 38. SEVERABILITY. If I should appear that any provision herein is in conflict with any statutory provision of the State of Florida, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

*Intentionally left blank*

**IN WITNESS WHEREOF**, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement which shall be deemed an original on the date first written above.

City of Port St. Joe  
Board of Commissioners

BCC WASTE SOLUTIONS LLC

By: \_\_\_\_\_  
Rex Buzzett, Mayor- Commissioner

By: \_\_\_\_\_  
Jason Tunnell, President

ATTEST

By: \_\_\_\_\_  
City Clerk

Exhibit A

BCC Rates FY 2024-2025

Commercial Containers	1X WK	2X WK	3X WK	4X WK	5X WK	6X WK	7XWK
1 Yard	\$ 28.35	\$ 56.69	\$ 85.04	\$ 113.38	\$ 141.73	\$ 170.20	\$ 204.49
2 Yard	\$ 56.65	\$ 113.30	\$ 169.95	\$ 231.75	\$ 288.40	\$ 347.87	\$ 405.85
4 yard	\$ 113.30	\$ 231.75	\$ 345.05	\$ 463.50	\$ 576.80	\$ 695.74	\$ 811.70
6 Yard	\$ 169.95	\$ 345.05	\$ 597.40	\$ 695.25	\$ 865.20	\$ 1,043.62	\$ 1,217.55
8 Yard	\$ 231.75	\$ 463.50	\$ 695.25	\$ 927.00	\$ 1,158.75	\$ 1,391.49	\$ 1,623.40
Commercial Containers W/ Casters	\$ 10.00	Per Container					

Commercial Carts	1XWK	2X WK	3X WK	4X WK	5X WK	6X WK	7XWK
1 Cart -96 Gallons	\$ 26.27	\$ 52.53	\$ 79.53	\$ 106.53	\$ 133.53	\$ 160.53	\$ 187.53
2 Carts -96 Gallons	\$ 40.69	\$ 81.37	\$ 120.87	\$ 160.37	\$ 199.87	\$ 239.37	\$ 278.87
Compactor Rental							
Monthly Rental	\$ 540.75						
Compactor Hauling							
Per Haul Rate	\$ 334.75						
Compactor Tonnage							
Fee Per Ton	\$ 85.00	No Change					

Home Business	1X WK
1 Cart -96 Gallons	\$ 26.27
2 Carts -96 Gallons	\$ 40.69

Residential	1X WK
1 Cart -96 Gallons	\$ 18.05
2 Carts -96 Gallons	\$ 26.29

Low Income	1X WK
1 Cart -96 Gallons	\$ 18.05
Back Door Service -Per Cart	\$ 6.18
Senior Discount 62 Years of Age	\$ 1.53
Bear Resistant Container Service	\$ 8.24
Bear Proof Container Service	\$ 10.30
Commercial Lock Bar one time fee	\$ 150.00
Replacement Cart Fee	\$ 95.00

Annual CPI Increase	2%
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RESOLUTION 2024-08

A RESOLUTION OF THE CITY OF PORT ST. JOE, FLORIDA, ESTABLISHING A SCHEDULE OF FEES FOR THE COLLECTION OF WASTE AS DETAILED IN ORDINANCE #347, SEC. 54-5, ADOPTED BY THE CITY ON JUNE 20, 2006; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Ordinance #347 having been adopted by the City of Port St. Joe on June 20, 2006, establishes a city code for garbage/trash removal; and

WHEREAS, Sec. 54-5 authorizes the City Commission to set a fee schedule for waste collection by resolution; and

WHEREAS, BCC Waste Solutions has negotiated with the City on fees to be charged, and the City has agreed upon the proposed fee schedule;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF PORT ST. JOE, FLORIDA:

1. That the Fee Schedule attached hereto and marked as Exhibit A shall be adopted as the schedule of fees to be charged to the citizens of Port St. Joe.

Effective date: This Resolution shall become effective September 17, 2024.

**THIS RESOLUTION ADOPTED** this September 17, 2024.

CITY COMMISSISON OF THE CITY  
OF PORT ST. JOE, FLORIDA

BY: \_\_\_\_\_

Rex Buzzett  
Mayor-Commissioner

Attest:

\_\_\_\_\_  
Charlotte Pierce  
Auditor/Clerk



**BCC rates FY2024-2025 based on Renewed Contract, Single Payer**

Commercial Containers	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK
1 Yard City	\$32.60	\$65.19	\$97.80	\$130.39	\$162.99
2 Yard City	\$65.15	\$130.30	\$195.44	\$266.51	\$331.66
4 Yard City	\$130.30	\$266.51	\$396.81	\$533.03	\$663.32
6 Yard City	\$195.44	\$396.81	\$687.01	\$799.54	\$994.98
8 Yard City	\$266.51	\$533.03	\$799.54	\$1,066.05	\$1,332.56
Commercial Containers W/ Casters	\$10.00				

Commercial Carts	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK
1 Cart City-96 gallons	\$30.21	\$60.41	\$91.46	\$122.51	\$153.56
2 Carts City-96 gallons	\$46.79	\$93.58	\$139.00	\$184.43	\$229.85
Compactor City-Monthly Rental		\$621.86			
Compactor City-Per Haul rate		\$384.96			
Compactor City-Fee per ton		\$85.00			

Home Business	1 X WK City
1 Cart-96 gallon	\$30.21
2 - 96 Gallon Carts	\$46.79
<b>Residential</b>	1 X WK City
1 - 96 Gallon Cart	\$20.76
2 - 96 Gallon Carts	\$30.23

Low Income	1 X WK City	
1 - 96 Gallon Cart	\$20.76	
Back Door Service per Cart	\$7.11	
Senior Discount 62 years of age	\$1.53	
Bear Resistant Container	\$9.48	
Bear Proof Container	\$11.85	
Commercial Lock Bar one time fee	\$150.00	
Replacement Cart Fee	\$95.00	
Annual CPI Increase	2%	

**RESOLUTION NO.2024-09**

**A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP) TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR STATE OF FLORIDA FISCAL YEAR 2025-2026.**

**WHEREAS**, the City of Port St. Joe desires to submit an application to the Florida Department of Environmental Protection for a Florida Recreation Development Assistance Program Grant to benefit the local residents.

**WHEREAS**, there is a present and growing need for outdoor recreation opportunities among persons of all ages within the City of Port St. Joe, Florida corporate limits and among those visiting the area, and

**WHEREAS**, the City recognizes this need for additional recreational opportunities; and

**WHEREAS**, meeting the increasing demand for, recreation opportunities can best be met with the improvements and additions to the City of Port St Joe's Benny Roberts Sports Park Phase II as detailed in the application for funding in which the City is submitting an application in the 2025-2026 application cycle requesting \$200,000.00 in grant funds.

**NOW THEREFORE, BE IT RESOLVED** by the City Commission of the City of Port St. Joe as follows:

1. That the City of Port St. Joe hereby authorizes the filing of an application for a Florida Recreation Development Assistance Program Grant, and
2. That the City Manager of the City of Port St. Joe is hereby authorized to execute all documents required in connection with the filing of said application to be submitted on or before September 30, 2024.
3. That as part of the application for the Florida Recreational Development Assistance Program (FRDAP) grant, the Capital Improvements Element of the Comprehensive Plan of the City of Port St. Joe, Florida will be amended to include the development of the Beny Roberts Sports Park, Phase II in the City of Port St. Joe, if the project is funded in the 2025 – 2026 application cycle.

**DULY PASSED AND ADOPTED** by the City Commission of the City of Port St. Joe, Florida at a regular meeting on this 17th day of September, 2024

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Rex Buzzett, Mayor

**ATTESTED:**

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Charlotte Pierce, City Clerk

**RESOLUTION NO.2024-10**

**A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP) TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR STATE OF FLORIDA FISCAL YEAR 2025-2026.**

**WHEREAS**, the City of Port St. Joe desires to submit an application to the Florida Department of Environmental Protection for a Florida Recreation Development Assistance Program Grant to benefit the local residents.

**WHEREAS**, there is a present and growing need for outdoor recreation opportunities among persons of all ages within the City of Port St. Joe, Florida corporate limits and among those visiting the area, and

**WHEREAS**, the City recognizes this need for additional recreational opportunities; and

**WHEREAS**, meeting the increasing demand for, recreation opportunities can best be met with the improvements and additions to the City of Port St Joe's George Core Park Phase I as detailed in the application for funding in which the City is submitting an application in the 2025-2026 application cycle requesting \$200,000.00 in grant funds.

**NOW THEREFORE, BE IT RESOLVED** by the City Commission of the City of Port St. Joe as follows:

1. That the City of Port St. Joe hereby authorizes the filing of an application for a Florida Recreation Development Assistance Program Grant, and
2. That the City Manager of the City of Port St. Joe is hereby authorized to execute all documents required in connection with the filing of said application to be submitted on or before September 30, 2024.
3. That as part of the application for the Florida Recreational Development Assistance Program (FRDAP) grant, the Capital Improvements Element of the Comprehensive Plan of the City of Port St. Joe, Florida will be amended to include the development of the George Core Park, Phase II in the City of Port St. Joe, if the project is funded in the 2025 – 2026 application cycle.

**DULY PASSED AND ADOPTED** by the City Commission of the City of Port St. Joe, Florida at a regular meeting on this 17th day of September, 2024

---

Rex Mayor, Mayor

**ATTESTED:**

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Charlotte Pierce, City Clerk

# Grants Updated- 9/17/24

Title	Amount	Status
NWFWMD/NERDA	\$971,850	Draft Stormwater Master Plan Complete. Water Quality portion is on hold.
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
FEMA	1.4M	Clifford Sims Park Repairs due to Hurricane Michael. Approved 4/21/23
Historic Resources/Hurricane Michael	\$497,495	Centennial Bldg. Rehab. Grant awarded.
CDBG-DR	\$9,996,000	Sewer Rehab- City Wide. Approved 5/21. CCTV work approved.
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. The project has been re-bid. Waiting on Approval of the amended scope of work by the State.
USDA	\$4,000,000	<b>Potential 65% loan/35% grant for new Government Complex. The project is on hold.</b>
COVID-19 Rescue Plan	\$1,786,545	Grant Agreement signed 9/15/21. Funds received. \$1,000,000 allocated for 10 <sup>th</sup> Street Sports Complex & \$786,545 for Road Paving already spent.
FDEO	\$675,426.00	Commercial District Waterline Replacement. Grant Approved 4/8/22. Phase I under construction.
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. The collection system is out for bids and the lift station is being constructed.
FDEP	\$218,895	Resilient Florida (Study of PSJ). Submitted 8/30/21, Working with UF.
FRDAP	\$150,000	<b>Core Park Splash Pad &amp; Restroom, 25% City Match. Submitted 8/27/23. Second Request. Was not approved.</b>
FDOT/SCOP	\$575,417.65	Application for re-surfacing Allen Memorial. Approved on 8/23/22 for the 2024 fiscal year.
NOAA	\$280,000 \$1,563,611	Stormwater Management (H&H) Study, Approved 4/21/23 Phase II Application submitted 12/19/23
FDOT Phase I FDOT Phase II	\$100,000 \$129,580	Hwy 98 Beautification Grant, Approved 12/16/22. Coastal has completed the design. Out for bids Phase II approved 1/10/24

Legislative Request 2023	\$1,500,000	Road Paving, submitted by Clark Smith approved in the 23/24 State Budget. Grant being worked thru FDOT.
FDEP/SRF	\$102,000 Loan/\$98,000 Grant	Lead and Copper Service Line Inventory. Additional \$9,800 Grant/\$10,200 Loan Approved as well.
FDEP/SRF	\$1,506,338 Loan/\$655,456 Grant	Downtown Water line Replacement Phase II. Approved, Application submitted on 11/2/23
Legislative Request 2023	\$500,000 \$1,000,000	Fire/Police Public Safety Facility Road Paving Workforce Housing Project Submitted 11/10/23. Was not approved
Army Corps of Engineers	TBD, up to \$15,000,000	Stormwater Improvements, Application submitted on 10/18/23. Was not approved.
Gulf Consortium	\$750,000	Signed the sub-grant agreement with Gulf County on 10/31/23 for the ESAD Purchase re-imbusement
Dept. of Commerce	\$2,000,000	Rural Infrastructure Fund, Workforce Housing Access Road. Application submitted 11/3/23. Was not approved.
FDOT	\$47,302	Police Dept. - Occupant Protection. Application submitted on 2/27/24.
FDOT	\$84,302	Police Dept. -Speed & Aggressive Driving. Application submitted on 2/27/24.
FDOT	\$561,884.66	Ave C & D Paving SCOP Grant. Application submitted the first week in March 2024.
Historic Resources (FDHR)	\$1,000,000	Washington Gym Improvements. 25% match required. City/County/UF partnership. Application submitted 5/31/24.
FDEP	\$84,000,000	Waste Water Plant Improvements. Application submitted 5/29/24.
FDEP	\$80,000	Water Plant Backwash Reuse Project. Application submitted 6/11/24. Estimated \$200,000 project with Max of 40% Grant. Was not approved.
Dept. of Commerce	\$1,534,824	Workforce Housing Road. Application submitted 7/16/24.



The City of Port St. Joe  
PRESENTS A NIGHT OF CELEBRATION

# Centennial Building

## GRAND RE-OPENING

FRIDAY 27TH SEPTEMBER

7PM TO MIDNIGHT

### CLASSLESS REUNION III

Featuring the 1960's band *The Villagers*  
Local talents *Buddy Hamm, Zach McFarland,*  
*The Curry's, Eddie McFarland & Ken Kanline*

#### Tickets

**\$25 PER PERSON**

LIMITED NUMBER OF TICKETS AVAILABLE  
AT THE DOOR

#### Beverages Available

**NO COOLERS ALLOWED**

#### SPONSORSHIP

**\$1,000** | RESERVED TABLE FOR 10    **\$2,500** | RESERVED TABLE FOR 10 PLUS FB BLAST

*Special thanks to our major sponsors*

**Panache Tents & Events | Port Fine Wines | Tapper & Co.**

TICKETS FOR THE EVENT MAY BE PURCHASED IN PERSON AT CITY HALL OR BY CARD AT 850-223-8261, OPTION 1