

**November 5, 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

November 5, 2024

Call to Order

Proclamation- Nurse Practitioner Week

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Consent Agenda

Minutes

- Regular Meeting 10/15/24

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Planning Board Recommendations

- Parcel #03040-010R, Kelly & Lisa Forehand
 - Ordinance 613 Future Land Use Map Amendment
2nd Reading & Adoption

Pages 7-16

City Engineer

- RFP 2024-20 City Street Resurfacing

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City Attorney

- Ordinance 614 Food Truck Amendment
 - 2nd Reading & Adoption

Pages 18-22

Old Business

- City Projects
- Park Maintenance

Pages 23-24

New Business

- Shift Differential Pay- Comm. Hoffman
- Emergency Closure Pay- Comm. Hoffman
- Cabel Drive Ditch- Comm. Hoffman
- Request to use the STAC House- First United Methodist Church
- Employee Appreciation Luncheon
- Washington Gym Museum, Recognition of Nathan Peters- Comm. Langston

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Public Works

- CDBG-DR Lift Station Rehabilitation- Change Order #1

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Surface Water Plant

- Update

Wastewater Plant

- **Structural Conditions Assessment- Clarifiers and Contact Basin**

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Finance Director

- **FEMA- Update**
- **Grants Reimbursement- Update**

Code Enforcement

- **Update**

Police Department

- **Update**

City Clerk

- **Grants- Update**
- **RFP 2024- Landscaping Phase II**
- **Resolution 2024-12, Rental Fees**
- **Rental Agreement**

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Citizens to be Heard

Discussion Items by Commissioners

Motion to Adjourn

Office of the Mayor
City of Port St. Joe, Florida

Proclamation



Whereas, nurse practitioners (NPs) have served a critical role as trusted health care providers for decades; and

Whereas, NPs work to expand health care access in communities across our state, promote health equity in care and improve health outcomes for all; and

Whereas, patients depend on the more than 385,000 licensed NPs in the United States to diagnose, manage and treat their chronic and acute health care conditions; and

Whereas, NPs provide high-quality primary, acute and specialty health care services while emphasizing health promotion, disease prevention, health education and counseling, partnering with patients to improve their health; and

Whereas, the confidence that patients have in NP-delivered health care is evidenced by the more than 1 billion visits made annually to NPs across the country; and

Whereas, more than five decades of research demonstrates the high quality of care provided by NPs; and

Whereas, better utilization of NPs through modernized state laws and improved policies creates better health through a more accessible, efficient, cost-effective and higher-quality health care system; and

Whereas, more than half the nation - including 27 states, the District of Columbia, Guam and the Northern Mariana Islands - has adopted Full Practice Authority legislation, offering patients full and direct access to the outstanding care provided by NPs; and

Whereas, leading governmental and policy entities, including the National Academy of Medicine, National Council of State Boards of Nursing, National Governors' Association and Federal Trade Commission, have taken notice of the benefits of providing patients full and direct access to NP-delivered care; and

Whereas NPs serve as the provider of choice for many Florida Residents and play a pivotal role in the health and welfare of our communities; and

Whereas, the City of Port St. Joe is proud to recognize and honor the service of NPs to our state

Be it Resolved, therefore, that I, Mayor Rex Buzzart, hereby declare November 10 - 16, 2024, as

NATIONAL NURSE PRACTITIONER WEEK

in Port St. Joe, Florida in recognition of the countless contributions NPs have made over the past half century and will continue to make on behalf of the health and well-being of citizens in our state.

*In witness whereof I have hereunto set my hand
and caused the seal of this city to be affixed*

Mayor _____

Date _____

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF CITY
COMMISSIONERS FOR THE CITY OF PORT ST. JOE, FLORIDA, HELD AT
2775 GARRISON AVENUE, October 15, 2024, at Noon.**

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

CONSENT AGENDA

Minutes

A Motion was made by Commissioner Kerigan, second by Commissioner Lowry, to approve the Minutes of the Regular Meeting of October 1, 2024, and the Special Meeting of October 9, 2024. All in favor; Motion carried 3-0.

Planning Board Recommendations

Parcel #03040—010R, Kelly and Lisa Forehand, Ordinance 613 Future Land Use Map Amendment: First Reading

A Motion was made by Commissioner Lowry, second by Commissioner Kerigan, to have the First Reading of Ordinance 613. This changes the property from Commercial to R2B.

No one from the public spoke on this item.

All in favor; Motion carried 3-0.

Attorney McCahill read Ordinance 613 by Title only.

City Engineer

City Street Resurfacing

This project is out for bid.

City Government Complex

Architectural Services – this is on the Agenda today.

Monument Avenue

The contractor has provided the executed agreement as well as performance and payment bonds to Dewberry.

Allen Memorial Way SCOP Grant

The contractor has provided the executed agreement as well as performance and payment bonds to Dewberry.

Beacon Hill Sewer

Dewberry is awaiting as-built revisions.

Downtown Utilities Phase 2

This project is in progress.

HMGP Grant – Elevation of 12 Life Stations

The Grant Extension and funding request have been submitted to FEMA.

10th Street Pipe Replacement

Submittals have been approved and provided to Mr. Grantland.

Avenue C and Battle Street Intersection

90% Plans are completed and in review by Dewberry.

Long Avenue Paving

There is a meeting next week to discuss final paving plans and the schedule.

City Attorney

A Motion was made by Commissioner Lowry, second by Commissioner Kerigan, to have the First Reading of Ordinance 614 amending the Food Truck Ordinance. This was previously read in error under Ordinance 613.

No one from the Public spoke on this item.

All in favor; Motion carried 3-0.

Attorney McCahill read Ordinance 614 by Title only.

Old Business

City Projects

Mr. Anderson shared that several projects have been added to the list.

A Motion was made by Commissioner Kerigan, second by Commissioner Lowry, for Mayor Buzzett to sign a Memorandum of Understanding with the County for repairs to the Workforce Board Roof. All in favor; Motion carried 3-0.

Mayor Buzzett reminded those present that if those speaking would show respect, use decorum and dignity, a lot more would be accomplished.

Christy McElroy shared her thoughts on this item.

MLD Architectural Task Order – New Municipal Complex (Design Only)

A Motion was made by Commissioner Lowry, second by Commissioner Kerigan, to approve the Task Order with MLD Architects for Design only in the amount of \$498,425. All in favor; Motion carried 3-0. Funding for this is from a \$500,000 grant of which \$91,290 has been used for the Civil side. There is \$50,000 in the budget for this project and there will be approximately \$40,000 needed to be paid from Cash Carried Forward.

New Business

Shift Differential Pay and Emergency Closure Pay – Commissioner Hoffman

Due to the absence of Commissioner Hoffman, these items were Tabled until the next meeting.

1% Tourist Development Tax – Commissioner Hoffman

Both Commissioners Lowry and Kerigan explained this is not a tax on local citizens but a tax that is paid by tourists.

Robert Branch, Christy McElroy, and Jim Martin shared their thoughts on this issue.

Public Works – John Grantland

Mr. Grantland did not have anything particular at this time, but noted their department was moving forward on projects.

Surface Water Plant – Larry McClamma

No one was present from the Surface Water Plant and Mr. Anderson shared that there were no issues that needed to come before the Commission.

Wastewater Plant

RFP 2024-17 Bar Screen Wastewater Treatment Plant

A Motion was made by Commissioner Kerigan, second by Commissioner Lowry, to approve the low bid from K Machine Industrial Svc., in the amount of \$320,792 for the Bar Screen. All in favor; Motion carried 3-0.

Mr. Pettis shared there is 1' of Free Board in the lagoon, there was an overflow during Hurricane Helene which was reported, and the plant is running hard to allow more Free Board. There are 2 stumps remaining in the Spray Field Zone 3 that need to be removed, the field is ready for piping, materials have been ordered and should be in by the first of November.

Finance Director – Mike Lacour

FEMA Update

Mr. Lacour has not received any updates from FEMA on the Clifford Sims Park reimbursement.

CDBG-DR Grant Amendment Three

A Motion was made by Commissioner Lowry, second by Commissioner Kerigan, for Mayor Buzzett to execute the CDBG-DR Grant Amendment Three, extending the Period of Agreement to September 30, 2025. All in favor; Motion carried 3-0.

Grants Reimbursement Update

Mr. Lacour is in the process of compiling a list of reimbursement requests.

Code Enforcement

Mr. Anderson shared that joint demolition with the County for six additional houses should start in the next couple of weeks. This leaves approximately 20 structures on the list of substandard structures in the City.

Police Department – Chief Richards

FDOT Permit Request for the Christmas Parade

A Motion was made by Commissioner Kerigan, second by Commissioner Lowry, to submit a request for an FDOT Permit for the Christmas Parade on Saturday, December 14, 2024 on Highway 98. All in favor; Motion carried 3-0.

Chief Richards shared that three officers had deployed to Anna Maria Island, FL last Thursday to assist with the aftermath of Hurricane Milton. He noted that thank you acknowledgements have been received for the assistance provided by the officers.

City Clerk – Charlotte Pierce

Current Grants Update

Clerk Pierce stated that various employees are working daily on grant reimbursement, compliance, and seeking additional grant funding sources.

Resolution 2024-12 Rental Fees

This item was Tabled for review by the Commissioners.

Rental Agreement

This item was Tabled for review by the Commissioners.

Robert Branch asked about the NERDA Grant to which Mr. Anderson responded that we were waiting on the H and H Review by Dewberry's Atlanta Office.

Citizens to be Heard

The following individuals shared their thoughts about various topics. Christy McElroy, Minnie Likely, Charles Gathers, Jim Martin, and Robert Branch.

Mayor Buzzett explained that contrary to what some individuals think, the \$2 Million dollars received from FEMA for COVID was not a grant, the money was not applied for but was given by FEMA to offset revenue losses during COVID.

Discussion Items by Commissioners

Neither Commissioners Lowry, Kerigan, nor Mayor Buzzett had any other issues to discuss.

Motion to Adjourn

There was no other business to come before the Commission and Mayor Buzzett adjourned the meeting at 1:15 P.M.

Approved this _____ day of _____ 2024.

Rex Buzzett, Mayor

Date

Charlotte M. Pierce, City Clerk

Date

ORDINANCE NO. 613

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN FOR 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 STATUTES SECTION 163.3187, SPECIFICALLY CHANGING PARCEL ID NUMBER 03040-010R FROM COMMERCIAL TO MEDIUM DENSITY RESIDENTIAL R-2, PROVIDING FOR THE AMENDMENT OF THE ZONING MAP OF THE CITY OF PORT ST. JOE; 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 October 1, 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 here by amended as set forth on Exhibit "A" and are hereby changed from Commercial land use to Medium Density Residential R-2 and the Zoning to Residential R-2B. 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 Medium Density Residential R-2.

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 Residential R-2B.

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 application 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

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

Property Address: TBD GARRISON AVE Current Land Use: C-1

Property Owner: KELLY + LISA FOREHAND Proposed Land Use: R-2B

Mailing Address: P.O. BOX 1201 PORT ST. JOE, FL 32457

Phone: 850 819-0424

Applicant if Different: SAME

Parcel Number: 03040-010R

[Signature]
Owners Signature

Sworn to and subscribed before me this 19 day of August. Personally Known
OR Produced Identification.
Type Provided _____.



Jennifer Lea Young
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 ATTACHED

✓ Copy of Deed ATTACHED

✓ Copy of Survey ATTACHED

[Signature]
Owner Signature

Date: 8/19/24

[Signature]
Applicant Signature

Date: 8/19/24

Thurman Roddenberry and Associates, Inc.
Professional Surveyors and Mappers

PO Box 100
125 Sheldon Street
Sopchoppy, Florida 32358
USA

Phone: 850-962-2538
www.trasurveying.com

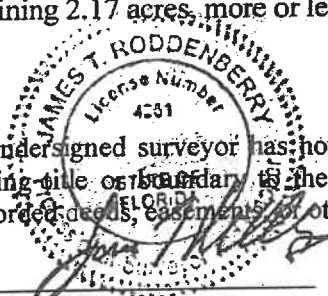
March 18, 2024

Legal Description of a 2.17 Acre Tract
Certified To: Kelly Earl Forehand

I hereby certify that this is a true and correct representation of the following described property, and that this description meets the minimum technical standards for land surveying (Chapter 5J-17.051/.052, Florida Administrative Code).

Commence at the Northwest corner of Section 18, Township 8 South, Range 10 West, Gulf County, Florida; thence run South 89 degrees 21 minutes 38 seconds East 1,652.62 feet; thence run South 00 degrees 47 minutes 00 seconds West 87.03 feet; thence run West 462.73 feet to an iron rod and cap (marked #1355) marking the POINT OF BEGINNING. From said POINT OF BEGINNING; thence run South 01 degree 11 minutes 57 seconds West 258.67 feet to an iron rod and cap (marked #1355); thence run South 88 degrees 29 minutes 23 seconds West 322.50 feet to an iron rod lying on the Easterly right-of-way boundary of Garrison Avenue said point lying on a curve concave to the Southwesterly, thence run Northwesterly along said right-of-way boundary and curve having a radius of 5,782.22 feet; through a central angle of 02 degrees 45 minutes 20 seconds, for an arc distance of 278.10 feet, chord being North 13 degrees 52 minutes 56 seconds West 278.07 feet to an iron rod and cap (marked #6475); thence leaving said right-of-way boundary run South 89 degrees 35 minutes 17 seconds East 394.52 feet to the POINT OF BEGINNING containing 2.17 acres, more or less.

The undersigned surveyor has not been provided a current title opinion or abstract of matters affecting title or boundary to the subject property. It is possible there are deeds of records, unrecorded deeds, easements or other instruments which could affect the boundaries.


James T. Roddenberry
Surveyor and Mapper Florida
Certificate No: 4261

24-158

Prepared by:
Costin and Costin
413 Williams Ave.
Port St. Joe, Florida 32456
File Number: COMFORTER/FOREHAND
Parcel ID Number: 03040-010R

Inst: 202423002230 Date: 04/09/2024 Time: 3:35PM
Page 1 of 2 B: 823 P: 192, Rebecca L. Norris, Clerk of Court Gulf,
County, By: CO
Deputy Clerk Doc Stamp-Deed: 1925.00

General Warranty Deed

Made this April 9, 2024 A.D. By **W. P.COMFORTER, JR.**, whose address is: 501 7TH STREET, Port Saint Joe, Florida 32456, hereinafter called the grantor, to

KELLY FOREHAND and wife, **LISA FOREHAND**, whose post office address is: , hereinafter called the grantee:
P O BOX 505, PORT ST JOE FL 32457

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Gulf County, Florida, viz:

SEE EXHIBIT "A" ATTACHED HERETO FOR LEGAL DESCRIPTION.

PROPERTY IS NOT THE HOMESTEAD OF THE GRANTOR.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2023.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

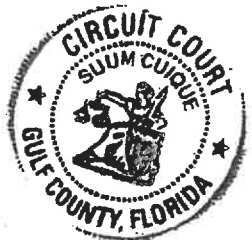
Holly Atkins W. P.COMFORTER, JR. (Seal)
Witness Printed Name: Holly Atkins

413 Williams Ave
Port St. Joe, FL 32456

Dana G. Mallon
Witness Printed Name: Dana G. Mallon

413 Williams Ave
Port St. Joe, FL 32456

State of FL
County of St. Johns



The foregoing instrument was acknowledged before me this 9 day of Apr, 2024, by **W. P. COMFORTER, JR.**, who is personally known and who physically appeared before me.

Holly M. Atkins
Notary Public
Print Name:

My Commission Expires

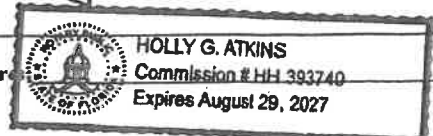


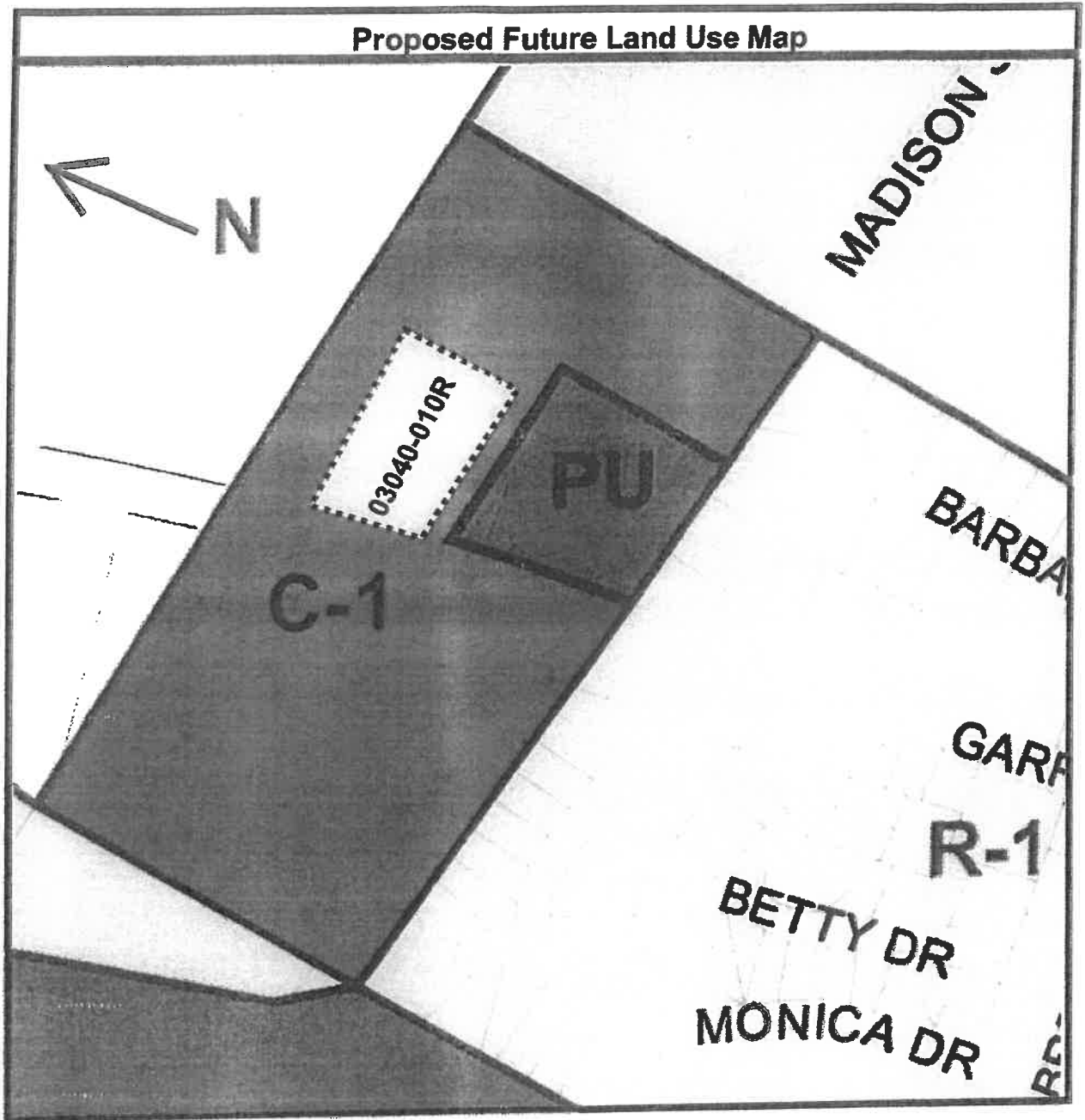
EXHIBIT "A"

COMMENCE AT THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 10 WEST, GULF COUNTY, FLORIDA, AND THENCE RUN SOUTH 89 DEGREES 21 MINUTES 38 SECONDS EAST 1652.62 FEET, THENCE RUN SOUTH 00 DEGREES 47 MINUTES 00 SECONDS WEST 87.03 FEET, THENCE RUN WEST 462.73 FEET TO A ROD AND CAP FOR THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING THENCE RUN SOUTH 00 DEGREES 47 MINUTES 00 SECONDS WEST 258.64 FEET TO A ROD AND CAP, THENCE RUN SOUTH 88 DEGREES 04 MINUTES 06 SECONDS WEST 322.43 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY BOUNDARY OF GARRISON AVENUE, SAID POINT LYING ON A CURVE CONCAVE TO THE SOUTHWESTERLY, THENCE RUN NORTHWESTERLY ALONG SAID RIGHT-OF-WAY BOUNDARY AND ALONG SAID CURVE WITH A RADIUS OF 5782.22 FEET THRU A CENTRAL ANGLE OF 02 DEGREES 45 MINUTES 21 SECONDS FOR AN ARC DISTANCE OF 278.10 FEET, THE CHORD OF SAID ARC BEING NORTH 14 DEGREES 17 MINUTES 05 SECONDS WEST 278.08 FEET, THENCE RUN EAST 394.40 FEET TO THE POINT OF BEGINNING ("Property").

Subject to covenants, conditions, restrictions, easements of record and for taxes for the current year

EXHIBIT "A"

Future Land Use Map:



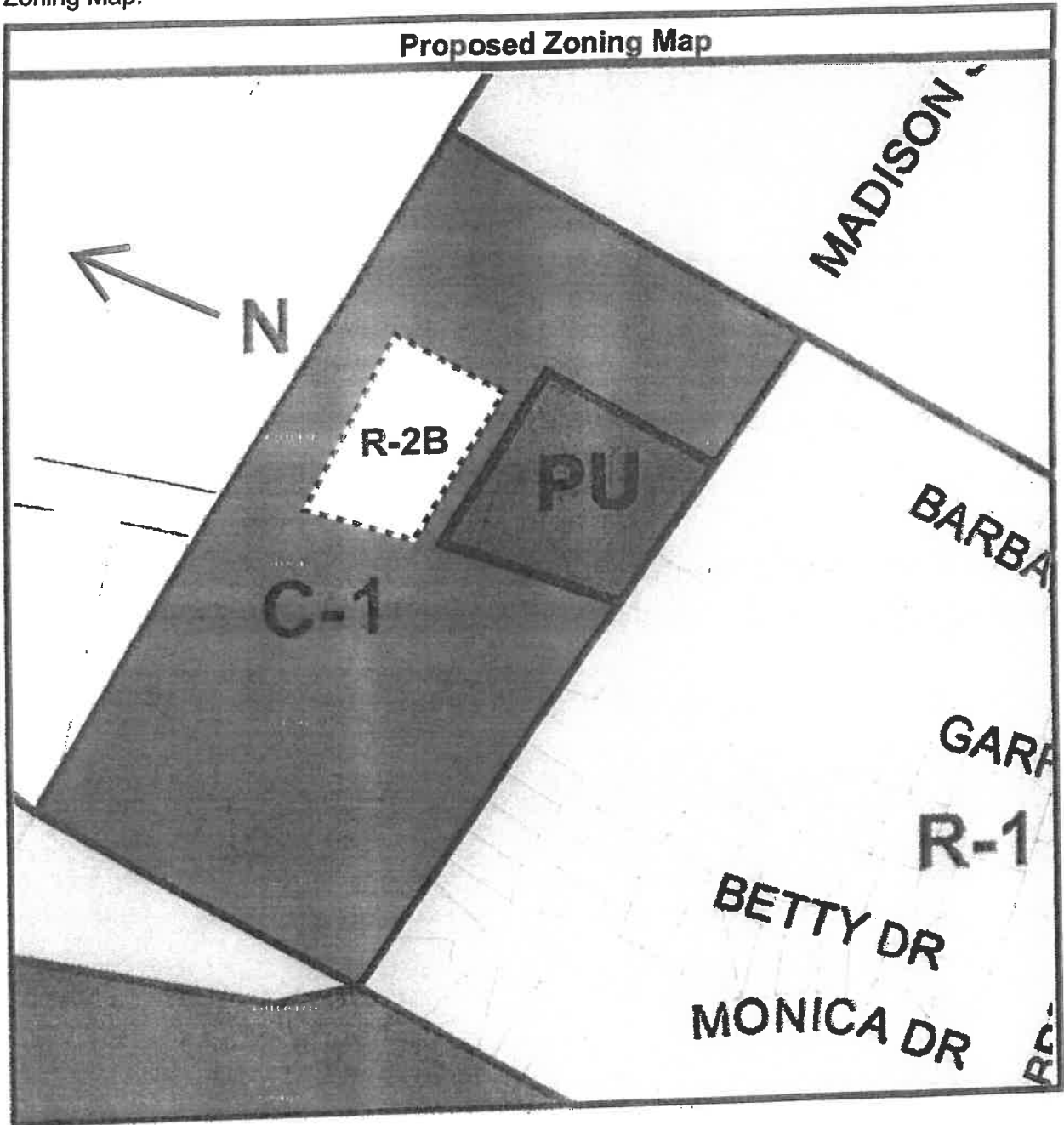
Legend

Future Land Use

- Commercial
- Residential
- Public Use

EXHIBIT "A"

Zoning Map:



Legend





Zoning	
	C-1
	R-1
	PU
	R-2B

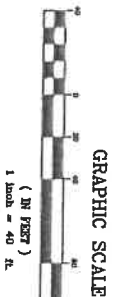
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Subject to covenants, conditions, restrictions, easements of record and for taxes for the current year

**PLAT OF BOUNDARY SURVEY FOR
KELLY EARL FORREHAND**

POINT OF COMMENCEMENT
NORTHWEST CORNER OF SECTION 16,
TOWNSHIP 8 SOUTH, RANGE 10 WEST,
COUNTY OF DALLAS, TEXAS

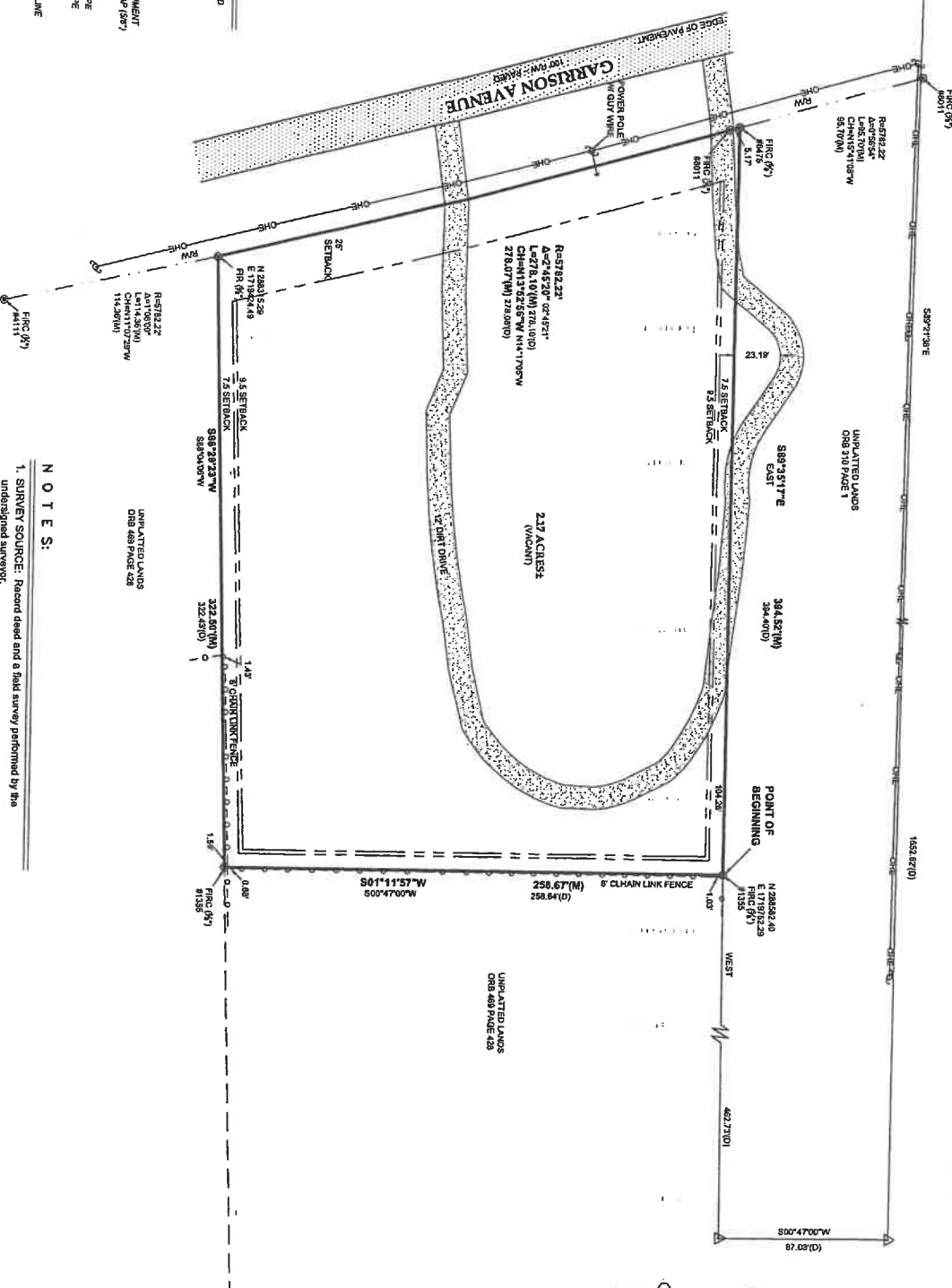


LEGEND

	POINT NOT SET OR FOUND
	RECORD PLAT RIGHT-OF-WAY MEASURED
	NOT TO SCALE
	SET 5/8" RE-ROD #7160
	FOUND CONCRETE MONUMENT
	FOUND IRON ROD AND CAP (5/8")
	FOUND IRON ROD
	FOUND IRON PIPE
	FOUND GALVANIZED IRON PIPE
	FOUND
	FOUND
	FOUND
	OVERHEAD ELECTRICAL LINE

I hereby certify that the map, plat or plan is a true and correct representation of the actual conditions on the ground and that the same have been prepared by me or under my direct supervision and that I am a duly licensed and qualified surveyor in the State of Texas.

JAMES RODDENBERRY
No. 4281
STATE OF TEXAS
REGISTERED SURVEYOR



NOTES:

1. SURVEY SOURCE: Record deed and a field survey performed by the undersigned surveyor.
2. BEARING REFERENCE: Bearings based on Florida Grid North State Plane (NAD 83)
3. NO IMPROVEMENTS: Buildings located in this survey other than those shown thereon.
4. There are NO VISIBLE ENCROACHMENTS other than those shown thereon.
5. This survey is dependent upon EXISTING MONUMENTATION.
6. Not valid without the signature and the original (sealed) seal of a Florida licensed surveyor and mapmaker.
7. ELEVATIONS depicted hereon were established using NAD 1983 DATUM.
8. FLOOD ZONES and SETBACKS depicted hereon are not to be used for construction permitting purposes. All FLOOD ZONES and SETBACKS should be verified by the appropriate County Departments.
9. See attached sheet for LEGAL DESCRIPTION.



16

TR & A
THURMAN RODDENBERRY & ASSOCIATES, INC.
PROFESSIONAL SURVEYORS AND MAPPERS
P.O. BOX 100 • 253 SHILOH STREET • SPRINGTOWN, TEXAS 75782
PHONE: (817) 468-4228 FAX: (817) 468-4210

DATE: 03/19/24	DRAWN BY: MD	CHECKED BY:	COUNT: 047
FILE: 2418309C	DATE OF LAST FIELD WORK: 03/17/24	PROJECT NO: 109	NUMBER: 24-156

EFFECTIVE FLOOD ZONE INFORMATION:

Subject property is located in Zone "X" at per Flood Insurance Rate Map (FIRM) No. 1309980341H
boxed date: March 9, 2021, Dallas County, Texas.

ORDINANCE NO. : 614

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**

REX BUZZETT
MAYOR-COMMISSIONER

ATTEST:

CHARLOTTE PIERCE, CITY CLERK

APPROVED AS TO FORM:

CLINTON T. McCAHILL, CITY ATTORNEY

BUSINESS IMPACT ESTIMATE FOR CITY OF PORT ST. JOE ORDINANCE 614

PROPOSED ORDINANCE'S TITLE:

ORDINANCE NO.: 614

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 OPERATE 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.

This Business Impact Estimate is provided in accordance with Section 166.041(4), Florida Statutes. The City of Port St. Joe is of the view that a business impact statement is not required for this ordinance by state law more particularly the exemption provided by Section 166.041(c)(1), Florida Statutes, which provides an exemption if "(t)he proposed ordinance is required for compliance with Federal or State Law or regulation."

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City of Port St. Joe hereby publishes the following information.

1. Summary of the proposed ordinance:

Ordinance 614 is an ordinance amending ordinance 597 to include Mobile Food Dispensing Vehicles that are licensed/permited by the Florida Department of Agriculture to the definition of Mobile Food Dispensing Vehicles contained in ordinance 597.

2. The direct economic impact is indeterminate but could be a net positive because it is increasing the number of Mobile Food Dispensing Vehicles in the city. Compliance costs for businesses operating pursuant to this ordinance are negligible. No new fee is created by the proposed ordinance. Any regulatory costs of the city to enforce this ordinance are negligible.

3. A good faith estimate of the number of business likely to be impacted by the proposed ordinance is unknown because the number of potential vendors who may now qualify under this ordinance is unknown.

Current City Projects 11/5/24

- 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 Fall 2024
- Beacon Hill Sewer- The Lift Station is Operational & the Collection System is built. City staff is installing the taps.
- 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. MLD has been tasked for the Architectural Services on 10/15/24.
- 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. The clearing is complete and City staff will begin the pipe work in November 2024.
- 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.
- Allen Memorial Paving SCOP Grant. The Project was awarded to Roberts & Roberts on 9/17/24. Out for bid on CEI Services.

- Monument Ave. Paving from 19th Street to Allen Memorial. The project was awarded to Roberts & Roberts on 9/17/24.
- 3/19/24 A Task Order was signed with Dewberry to design the \$1.5 M Legislative Approp. for multiple roads to be paved.
- 10/9/24 a contract was awarded to L & K Contractors for emergency repair of the Battles Street Stormwater Pipe.
- 10/9/24 a contract was awarded to Roberts & Roberts for emergency repair of the 10th Street Stormwater Pipe Headwall, The County will install the pipe.
- Workforce Board Bldg. Roof Replacement. Working with the County on a MOU to complete the project.



**FIRST UNITED METHODIST
CHURCH OF PORT ST. JOE**

P.O. Box 266
Port St. Joe, Florida 32457
850.227.1724

Rev. Dave Barkalow
Senior Pastor

To whom it may concern,

We are writing to request the further use of the STAC house for our youth and children's programming for the duration of the school year. We are asking the city to wave the fee and allow us to hold our high school bible study there each Tuesday evening during the school year from 5:30- 7:30 in the evening. We are so grateful for the use each Wednesday evening and we would like to continue to hold our Wednesday evening bible study there as well.

Thank you for your attention to this matter

Rev. Dave Barkalow
Senior Pastor
Port St. Joe First United Methodist



**CITY OF PORT ST. JOE
CHANGE ORDER REQUEST FORM
CO NO. 1**




Date:	October 31, 2024	Contractor:	L&K Contracting CO, Inc. 4506 Hartford Highway, Taylor, Alabama 36305		
CO No.	1	Type:	\$	City ITB Number:	ITB 2024-01
Project:	CITY OF PORT ST. JOE – CDBG-DR SEWER COLLECTION TRANSMISSION SYSTEM REHABILITATION, PHASE 2: LIFT STATION AND FORCEMAIN DESIGN				
Funding Agency (if applicable):	CDBG-DR Funded Project				

This Change Order is being requested to replace the concrete wetwells within the Dupont and Clifford Sims Lift Stations with fiberglass wetwells. Below details the deduction to the Contract Price.

Bid Item No.	Description	Add/Deduct Quantity	Unit	Unit Price	Add/Deduct Cost
CO#1	DEDUCT FOR REPLACEMENT OF THE CONCRETE WETWELLS WITH FIBERGLASS WETWELLS IN DUPONT AND CLIFFORD SIMS LIFT STATIONS	1	LS	-\$31,000.00	-\$31,000.00
Change Order No. 1 Cost					-\$31,000.00

Original Contract Amount (\$)	\$2,620,178.00	Original Contract Start Date (365 days)	10/02/2024
This Change Order Requested Amount (\$)	-\$31,000.00	Original Contract Substantial Completion Date	09/02/2025
Previously Approved Change Order Amounts (\$)	00.00	Original Contract Final Completion Date	10/02/2025
Net Change (+/- \$)	-\$31,000.00	Change Order Requested Amount (+/- days)	0 days
New Contract Amount	\$2,589,178.00	Previously Approved Change Orders (+/- days)	0 days
		Net Change (+/-)	0 DAYS
		NEW SUBSTANTIAL COMPLETION DATE	09/02/2025
		NEW FINAL COMPLETION DATE	10/02/2025

Approval Signatures:

By:  Date: October 31, 2024
 Elizabeth S. Moore, P.E.
 Engineer of Record (Anchor)

By: _____ Date: _____
 Tierra Williams
 Grant Manager, Florida Commerce

By: _____ Date: _____
 Chris Kirkland
 President

By: _____ Date: _____
 Jim Anderson
 City of Port St. Joe, City Manager



APEX ENGINEERING GROUP

110 Logan Lane, Suite 4
Santa Rosa Beach, FL 32459
(850) 231-4540

info@apexengineeringgroup.net

apexengineeringgroup.net

Sent Via Email

October 15, 2024

Tyler Lee, PE
Project Engineer
Baskerville-Donovan, Inc.
449 W Main Street
Pensacola, FL 32502
850-438-9661
tlee@baskervilledonovan.com

**Re: Structural Conditions Assessment (SCA) Services
Port St. Joe Water Treatment Plan Expansion
Basin Re-Use Assessment
Port St. Joe, Gulf County, FL**

Dear Tyler:

Thank you for asking us to provide you with a proposal for the structural engineering consulting services for assessing the potential for re-use of the existing Clarifier and Chlorine Contact basins for the City of Port St. Joe Water Treatment Plant expansion project in Gulf County, FL.

AEG's scope of work for this project includes completing an on-site Structural Condition Assessment (SCA) of the existing conditions and structural condition assessment of the clarifier and chlorine contact basins.

Our proposed fee is based on our understanding of your needs for this project is based on information provided by you together with some assumptions that we have made based on our experience. Included in this proposal are our Proposed Scope of Services, our Projected Schedule, and our Fee associated with the services included in the SCA scope.

Proposed Scope of Services

Considering the project information available at the time of your request for proposal, we have developed a scope of services that should meet your needs. These are listed in (3) three phases for your review.

1. Existing Document Review

The following is a list of items, which, if available, are to be provided to AEG prior to our Site Inspection(s).

- Construction plans if available,
Note: In the event that record drawings are not available, we will require the Owner to request a copy directly from the local Building Department
- Association documents including
 - a) Any/All prior engineering reports,
 - b) Past structural repairs, and
 - c) Past loading modifications or alternations to the structure
- Description of any known structural issues or concerns.

2. Site Inspection(s)

AEG will complete the necessary site observations to determine and document the general condition of the property's structural components, (that are readily assessable) as listed below:



- Basin walls,
- Exposed Columns and beams,
- Viewable foundation elements,
- Stairwells and railings,
- Decks.

Our inspection is limited to fully visible structural elements only. Our services will not include uncovering ground or building materials or performing invasive or destructive testing for the purposes of verifying in-place or constructed work. If our observations indicate additional investigation of a specific component is warranted, we will notify you upon completion of our field observations. Opinions regarding non-event related structural damage causality, original design adequacy, material defects, workmanship errors or fault will not be provided within the SCA and should not be inferred.

The scope is limited to structural elements and systems only in accordance with the 2023 Florida Building Code, Existing Building, 8th Edition, Section 606.2.2.1. The SCA will be conducted utilizing Visual Examination and Non-Destructive Manual procedures outlined within the American Society of Civil Engineers Guideline for Structural Condition Assessment of Existing Buildings (ASCE 11-90/99) and is limited to fully visible and accessible structural elements only.

3. SCA Project Deliverable

Following the completion of our field services, we will prepare a Structural Condition Assessment report deliverable for your use and records that will include:

- An executive summary,
- Relevant background information,
- A brief description of the building(s) and any notable findings,
- Representative photographs of the above included components if needed
- A summary of our findings with recommendations, and
- A conclusion based on the observations and evaluation.

As a routine matter, in order to avoid possible misunderstanding, the SCA report will be prepared to the best of AEG's knowledge and ability and will be provided to represent an accurate appraisal of the present condition of the building based upon careful evaluation of observed conditions, to the extent reasonably possible. Engineering opinions rendered within the SCA are based upon the professional engineer's experiential knowledge, available information and judgment, and in accordance with commonly accepted procedures consistent with applicable standards of practice, and should not be construed directly or indirectly as a guaranty or warranty, either expressed or implied. Please be advised that AEG reserves the right to modify, revise, and/or expand the opinions and conclusions within the SCA, especially if and when additional information or data becomes available.

Schedule

We will provide the schedule for our services upon receiving authorization of these services. Typically, these types of services will require 30 to 45 working days for completion of field services, analysis and report. Once authorized to proceed we will coordinate our site visit with you and firm up our schedule.

Fee

We will provide the scope of services outlined in this proposal for a Lump Sum Fee. Any additional consultation services requested or required will provided under our hourly consulting rates or may be covered within a separate scope of services contract if requested.

Structural Conditions Assessment: **\$12,445.00**
Hourly Consulting Fee: **See attached Fee Schedules**



We will submit an invoice for 50% of the SCA fee after the Site Inspection is performed. This invoice must be paid prior to the production of the project deliverable. The remainder of the fee will be invoiced at the completion of our scope of service. Please note that the signed and sealed SCA will not be released until the entire lump sum SCA fee is paid in full. We reserve the right to suspend services, as well as dispose of any documentation that we have agreed to retain, in the event that your account becomes delinquent. In the event litigation is brought concerning this Agreement, to enforce the obligations under this Agreement, and/or to interpret the terms of this Agreement, the prevailing party in any such litigation shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees, costs and expenses incurred in the litigation, including, but not limited to, attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs and the amounts to be awarded, all through any level of appeal.

Hourly Services beyond Design Scope of Services:

Additional consultation services can be provided under our hourly consulting rates or be covered within a separate scope of services contract if requested. Hourly consulting services beyond design development include but are not limited to: structural plan re-designs, structural submittal document reviews and coordination (note: typical shop drawing review is included within design scope unless designed by a delegate or specialty engineer), production for requested supplemental details, value engineering, structural revisions or substitutions due to contractor error or request, and project administration including contractor consultation and checkpoint meetings during construction. These services also may include foundation re-design due to geotechnical evaluation findings after preliminary foundation plans have been released. These elements are not typical for most projects. Efforts categorized as re-design are approved with notification from our office prior to performing work required. Any/All hourly billing will be itemized with summaries on invoices for your records and review.

Contract Approval:

If the proposed scope of services and fee are acceptable, please sign the attached Proposal Endorsement and return one copy of the executed contract.

Please note that the final signed and sealed construction documents will not be released by our office until all invoices have been paid in full.

Please contact us with any questions. We look forward to working with you on this project.

Sincerely,
Apex Engineering Group, PLLC

A handwritten signature in black ink, appearing to read 'Alan Marchman', written over a horizontal line.

Alan Marchman, PE
General Manager
O: 850.231.4540
alan@apexengineeringgroup.net

A handwritten signature in black ink, appearing to read 'D. Allen Barnes Jr.', written over a horizontal line.

D. Allen Barnes Jr., PE, MLE, LEED AP
President
O: 850.231.4540
allen@apexengineeringgroup.net

Attachments: Proposal Endorsement (1 pg)
Fee Schedules (1 pg)
Standard Terms and Conditions (3 pg)



PROPOSAL ENDORSEMENT

CLIENT / OWNER INFORMATION:

Authorized Signature

Date

Printed Name and Title

Contact Phone Number

Email Address

BILLING INFORMATION:

Responsible Party

Attn:

Mailing Address: Street and No.

Mailing Address: City, State, Zip

Email Address: If different from Client/Owner

CONSTRUCTION CHECKPOINT INSPECTION BILLING:

All invoices for Inspections will be sent directly to the listed Responsible Party above unless otherwise indicated by the Client/Owner by checking the box below. By indicating this preference, the Client/Owner is solely responsible for notifying the General Contractor of this arrangement. Final certification and/or lien release documents will not be released until the entirety of invoicing from AEG for work associated this project including any portion invoiced to the General Contractor is paid in full.

Please bill the Project General Contractor for Construction Checkpoint Inspection Billing.



FEE SCHEDULES

CONSTRUCTION INSPECTIONS

Counties Outside Walton Co. Hourly Rates (See below, \$350 minimum charge)

Inspection requests the "day of" the required inspection, or requested to be performed during non-business hours, shall be billed at 1.5X the normal scheduled fees.

Inspections requested to be performed on weekends or holidays shall be billed at 2X the normal scheduled fees.

Inspections cancelled the "day of" the inspection are subject to a \$50 cancellation fee.

Billable time associated with Construction Inspection services shall include travel, standby, time on the job site, any associated client/contractor consultation time, and all time associated with preparation of inspection deliverable(s).

For projects located in excess 40 miles from our office location, mileage reimbursement shall be billed in accordance with the standard rate in effect at the time of travel and as published by the U.S. Internal Revenue Service.

STANDARD HOURLY RATES

STANDARD HOURLY RATES

Principal: Professional Engineer	\$265 per hour
Expert Witness Services	\$290 per hour
Professional Engineer	\$175 per hour
Staff Engineer / Project Manager	\$145 per hour
Senior Designer / Project Engineer	\$125 per hour
CAD Design Technician	\$110 per hour
Construction Inspector	\$95 per hour

Billable time shall include travel, standby and consultation time for all service categories as well as any time for research and material preparation associated with any Expert Witness Services.

COPY / PRINT / PLOT SERVICES

(2) Full size original prints of construction documents are included within the contract fee and will be made available in our office for pickup at the C/O's convenience. Mailing plans is not included and will be billed as a reimbursable expense. In house printing/plotting for additional requested construction documents is available at the following fees per sheet:

Prints Black & White:	8.5x11 - \$0.20, 8.5x14 - \$0.50, 11x17 - \$0.75
Prints Color:	8.5x11 - \$1.00, 8.5x14 - \$1.50, 11x17 - \$2.00
Plotting (B&W only):	24x36 - \$2.50, Larger - \$3.00

REIMBURSABLE EXPENSES

All other expenses including, but not limited to, copying, printing, film processing, expendable materials, postal/courier costs, surveying, testing services, subcontractors, consultants and equipment rentals shall be reimbursable based on our incurred cost plus a 15% Administrative Fee.

1. STANDARD OF CARE. The services performed by Apex Engineering Group, P.L.L.C., hereinafter AEG, under this Agreement will be performed and conducted in a manner consistent with the level of skill and competence ordinarily exercised by members of the engineering profession practicing in the same locality under similar conditions at the time these services are being provided. NO OTHER REPRESENTATION OR WARRANTY ABOUT THE PERFORMANCE OF THE SERVICES, EXPRESSED OR IMPLIED, IS INTENDED OR INCLUDED IN THIS AGREEMENT, OR IN ANY REPORT, OPINION OR OTHER DOCUMENT PROVIDED AS THE RESULT OF THIS AGREEMENT, AND ALL OTHER WARRANTIES ARE EXPRESSLY DISCLAIMED. AEG and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturer, suppliers, and the publishers of technical standards.

2. CHANGE OF SCOPE. The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by the Client/Owner, hereafter C/O or Client or Owner. For some projects involving conceptual planning or development services, the scope may not be fully definable during the initial phases. As the project progresses, facts discovered may indicate that the scope must be redefined. Changes in scope may warrant Additional Services which are not a part of the agreed upon compensation. Such Additional Services shall be paid for by the C/O in accordance with AEG's prevailing hourly rate schedule at such time.

In the event of any legal or other controversy in connection with the C/O's project that requires the services of AEG, except suits or claims by third parties against the C/O arising out of errors or omissions of AEG, the C/O agrees to compensate AEG on a time and materials basis for any and all work performed, including, but not limited to, any time spent conferring with the C/O or their representatives, as well as reimbursement for all direct expenses incurred related to legal assistance in accordance with AEG's prevailing hourly rate schedule at the time of such legal assistance.

3. INSTRUMENTS OF SERVICE. Drawings, specifications, and other documents prepared or furnished by AEG, including those in electronic form, including emails, are referred to as Instruments of Service. The C/O acknowledges that AEG retains all ownership and property interest (including the copyright and the right of use) in such Instruments of Service, whether or not this Agreement is terminated and the Project is completed. By execution of this Agreement, the C/O agrees not use, reuse or make any modification to the documents provided by AEG incident to this agreement without the prior written authorization of AEG.

4. PROJECT DELIVERABLE DOCUMENTS. The C/O shall have a limited license to use the Project Deliverable documents on the Project, extensions of the Project, and for related uses of the C/O, subject to receipt by AEG of full payment for all

services relating to the preparation of the documents and subject to the following limitations: (1) The C/O acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by AEG, or for use or reuse by the C/O or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by AEG; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by AEG, as appropriate for the specific purpose intended, will be at the C/O's sole risk and without liability or legal exposure to AEG or to its officers, directors, members, partners, agents, employees, and consultants; (3) C/O shall indemnify and hold harmless AEG and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses whatsoever, including attorney's fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by AEG; and (4) such limited license to C/O shall not create any rights in third parties.

Deliverable documents are not considered complete unless signed and sealed in accordance with Chapter 471.025(1) of the Florida Statutes by the Engineer of Record. Completed project deliverable documents will not be released until AEG has been paid in full all amounts due for services, expenses, and other related charges associated with the Project.

5. THIRD PARTIES, SUCCESSORS, ASSIGNS, AND BENEFICIARIES. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of a third party against either the C/O or AEG. AEG's services under this Agreement are being performed solely for the C/O's benefit. Neither the C/O or AEG may assign, sublet, or transfer any rights under or interest, including, but without limitation, moneys that are due or may become due, in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

The C/O and AEG are hereby bound and all the successors, executors, administrators, and legal representatives of the C/O and AEG are hereby bound to the other party, to this Agreement and to the successors, executors, administrators, and legal representatives, and said assigns, of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by the C/O or AEG to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. No other party, including the C/O's agents, any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them shall have any claim against AEG because of this Agreement or the

performance or non-performance of services provided hereunder.

6. DELAYS. If events beyond the control of C/O or AEG including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, materials or labor shortages, act of God, the public enemy, or any act or regulation of any government entity, result in the delay to any schedule established in this Agreement, such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 60 calendar days, C/O also agrees that AEG shall be entitled to an equitable adjustment in compensation for any additional costs incident to the delay.

7. OPINIONS OF COST. Any opinion of probable cost prepared by AEG under this agreement is supplied for the general use and guidance of the C/O only. Since AEG has no control over private contract negotiations, competitive bidding or market conditions, AEG cannot guarantee the accuracy of such opinions as compared to negotiated prices, contract bids or actual costs incurred by the C/O. AEG is not responsible for variations between actual construction bids or costs and AEG's opinions or estimates of construction costs.

8. INSURANCE. AEG agrees to maintain statutory Workers' Compensation insurance coverage, comprehensive general liability coverage, automobile liability insurance coverage, and professional liability insurance coverage in appropriate amounts during the term of performance of this Agreement.

9. SAFETY. AEG specifically disclaims any authority over or responsibility for general job site safety, of persons other than AEG employees. AEG is not responsible for and has no control over the specific means, methods, techniques, sequences or procedures of work performed by others, or for the safety precautions and programs incident thereto.

10. HAZARDOUS MATERIALS. It is acknowledged by both parties that AEG scope of services does not include any services related to asbestos, mold, radioactive, hazardous or toxic materials. In the event AEG or any other party knowingly encounters asbestos, mold, radioactive, hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of AEG's services, AEG may, at its own option and without liability for consequential or any other damages, suspend performance of services on the project until the C/O retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove said materials, warrant that the job site is in full compliance with applicable laws and regulations, and authorize AEG to resume work on the job site.

11. ACCESS. C/O shall provide AEG free, safe and timely access to any premises necessary for AEG to perform the services to be rendered under this agreement. C/O shall also notify any and all possessors of the job site that the C/O has

granted AEG access to the job site. Access per Florida Statutes 471.027 is acknowledged by the terms of this Agreement.

12. SITE VISITS AND INSPECTIONS: AEG will make visits to the Project site at intervals appropriate to the various stages of construction, as AEG deems necessary, to observe the Contractor's executed work as described in the Contract Documents. Such visits and observations by AEG, are not intended to be exhaustive or continuous or to extend to every aspect of the Contractor's work in progress or to involve detailed inspections of the Contractor's work in progress beyond the responsibilities specifically assigned to AEG in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the work based on AEG's exercise of professional judgment to become familiar with the progress and quality of the portion of the work completed. Based on information obtained during such visits and observations, AEG will determine in general if the work is proceeding in a manner indicating that the work, when fully completed, will be in substantial accordance with the Contract Documents. On the basis of the site visits, AEG shall keep the C/O reasonably informed of the work progress.

General contractor or C/O must schedule all AEG site visits and inspections at least (2) two working days prior to the date of the requested inspection. All other inspection requests are subject to additional fees as set forth in the Fee Schedule.

13. CONSTRUCTION COMPLIANCE. AEG neither guarantees the performance of any contractor or other professional nor assumes responsibility for any contractor's or other professional's failure to furnish and perform its work in accordance with the contract between the C/O and such contractor or professional. AEG shall not at any time supervise, direct, control, or have authority over any contractor's work or other professional's work, nor shall AEG have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor or professional, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor or professional to comply with laws and regulations applicable to such contractor's or professional's furnishing and performing of its work.

14. CLARIFICATIONS. AEG may reject work if, on the basis of AEG's observations, AEG believes that such work (1) is defective under the standards set forth in the Contract Documents, (2) will not produce a completed Project that conforms to the Contract Documents, or (3) will imperil the integrity of the completed Project as a functioning whole as indicated by the Contract Documents. Additionally, AEG may issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Contractor's work per the Contract Documents. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents and time will be billed in accordance with AEG's prevailing

hourly rate schedule. Subject to any limitations in the Contract Documents, AEG may issue field orders authorizing minor variations in the work from the requirements of the Contract Documents. AEG shall notify C/O of any such authorized minor variations.

15. PROJECT SUBMITTALS. A minimum review time of (10) business days from the time of submittal is required for all Project submittals associated with the Contract Documents to be returned by AEG in accordance with industry standard practices unless otherwise specified within this Agreement.

AEG shall not be obligated to review any submittals until the project Contractor (1) reviewed and approved the submittal, (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within the submittal with the requirements of the Construction Documents. By reviewing submittals, AEG does not assume the responsibility to coordinate services performed or the information provided by other design professionals engaged by the C/O or Contractor or the trade contractors and suppliers of any of them.

16. OWNER AND GENERAL CONTRACTOR DISAGREEMENTS. When requested by Owner, AEG shall render formal written decisions on duly submitted issues relating to the acceptability of the Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of the Contractor's work; review each duly submitted claim by the C/O or the Contractor, and in writing either deny such claim in whole or in part, approve such claim, or decline to resolve such claim if AEG in its discretion concludes that to do so would be inappropriate. In rendering such decisions, AEG shall be fair and not show partiality to the C/O or the Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

17. CONTRACTOR PAYMENTS/DRAWS (When Applicable). Based on AEG'S review of applications for payment and accompanying supporting documentation provided by the Contractor, AEG shall determine the amounts that AEG recommends the Contractor be paid (e.g. draw amount). Such recommendations of payment will be in writing and will constitute AEG's representation to C/O, based on such observations and review, that to the best of AEG's knowledge, information and belief, the Contractor's work has progressed to the point indicated and the work is generally in accordance with the Contract Documents. By recommending any payment, AEG shall not thereby be deemed to have represented that observations made by AEG to check the quality or quantity of the Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of the Contractor's work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to AEG in this Agreement and the Contract Documents. Neither AEG's review of the Contractor's Work for the purposes of recommending

payments nor AEG's recommendation of any payment including final payment will impose on AEG any responsibility to supervise, direct, or control the Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or the Contractor's compliance with Laws and Regulations applicable to the Contractor's furnishing and performing the work. It will also not impose responsibility on AEG to make any examination to ascertain how or for what purposes the Contractor has used the moneys paid on account of the contract price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to the C/O free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between the C/O and the Contractor that might affect the amount that should be paid.

AEG shall conduct a final visit to the Project to determine if the completed work of the Contractor is substantially in accordance with the Contract Documents so that AEG may recommend, in writing, final payment to the Contractor. Accompanying the recommendation for final payment, AEG shall also provide a notice that the work is acceptable to the best of AEG's knowledge, information, and belief and based on the extent of the services provided by AEG under this Agreement.

18. PROJECT FINAL CERTIFICATION. Statements and professional opinions regarding project compliance by AEG shall be based on observations, documentation and field notes from the site visits and inspections performed by the EOR or their Authorized Representative under their responsible charge. Project Final Certifications are based upon the professional engineer's experiential knowledge, available information and judgment, and in accordance with commonly accepted procedures consistent with applicable standards of practice, and is not a guaranty or warranty, either expressed or implied.

Final certifications will not be issued until AEG has been paid in full all amounts due for services, expenses, and other related charges associated with the Project.

19. BILLING. Invoices will be issued once per month, which shall be payable upon receipt, unless otherwise agreed. Interest of 1.5% per month will be payable on any amounts not paid within 60 days of the date of the invoice.

AEG may suspend services under this Agreement, after giving seven calendar days written notice to the C/O, until AEG has been paid in full all amounts due for services, expenses, and other related charges associated with the Project. Payments made shall be applied first to accrued interest. The C/O waives any and all claims against AEG for any such suspension.

20. TERMINATION. Either the C/O or AEG may terminate this Agreement at any time with or without cause upon giving the other party seven (7) calendar day's prior written notice. The C/O shall, within thirty (30) calendar days of termination, pay AEG for all services rendered and all costs incurred up to

the date of termination, in accordance with the compensation provisions of this Agreement.

The terminating party may set the effective date of termination at a time up to 30 days later than otherwise provided to allow AEG to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. AEG agrees to deliver to the C/O copies, of all then completed deliverable documents if required, not including calculations and editable drawing files and documents, that directly support the deliverables by AEG.

21. **LIMITATION OF LIABILITY.** AEG shall not be responsible for the acts or omissions of the Architect, C/O or any contractor, subcontractor, or supplier, or any of their agents or employees or of any other persons at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by AEG.

IN NO EVENT SHALL AEG BE LIABLE TO C/O OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT AEG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

THE C/O HEREBY AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, THAT THE TOTAL AGGREGATE LIABILITY OF AEG AND AEG'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, SHAREHOLDERS, OWNERS AND SUB-CONSULTANTS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE WORK AUTHORIZED HEREIN, WHETHER ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, OR OTHER COMMON LAW OR STATUTORY THEORY OF RECOVERY, SHALL NOT EXCEED THE LESSER OF THE AGGREGATE AMOUNTS PAID OR PAYABLE TO AEG UNDER THIS AGREEMENT OR THE MINIMUM AMOUNT THAT IS ALLOWED UNDER THE PREVAILING LAWS OF THE STATE OF FLORIDA.

LIMITATIONS ON LIABILITY, WAIVERS AND INDEMNITIES IN THIS AGREEMENT ARE BUSINESS UNDERSTANDINGS BETWEEN PARTIES AND SHALL APPLY TO ALL LEGAL THEORIES OF RECOVERY, INCLUDING BREACH OF CONTRACT OR WARRANTY, BREACH OF FIDUCIARY DUTY, TORT (INCLUDING NEGLIGENCE), STRICT OR STATUTORY LIABILITY, OR

ANY OTHER CAUSE OF ACTION, PROVIDED THAT THESE LIMITATIONS ON LIABILITY, WAIVERS AND INDEMNITIES WILL NOT APPLY TO ANY LOSSES OR DAMAGES THAT ARE FOUND BY A TRIER OF FACT TO HAVE BEEN CAUSED BY AEG'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THE PARTIES ALSO AGREE THAT THE C/O WILL NOT SEEK DAMAGES IN EXCESS OF THE CONTRACTUALLY AGREED-UPON LIMITATIONS DIRECTLY THROUGH SUITS AGAINST OTHER PARTIES WHO MAY JOIN AEG AS A THIRD-PARTY DEFENDANT. "PARTIES" SHALL MEAN THE C/O AND AEG, THEIR OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, SUBCONTRACTORS AND SUB-CONSULTANTS.

**PURSUANT TO SECTION 558.0035
FLORIDA STATUTES, NO
INDIVIDUAL EMPLOYEE OR AGENT
OF APEX ENGINEERING GROUP MAY
BE HELD INDIVIDUALLY LIABLE
FOR NEGLIGENCE.**

22. **INDEMNIFICATION.** The C/O agrees, to the fullest extent permitted by law, to indemnify and hold harmless AEG from any damage, liability or cost arising from the Project subject to this Agreement, including reasonable attorney's fees and costs of defense, to the extent caused by C/O's negligent acts, errors or omissions, and those of his agents or any party to whom the C/O is legally liable.

23. **STATUTES OF LIMITATION.** To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims or causes of action under this Agreement shall expire three (3) THREE years after completion of the services rendered under this Agreement or (1) ONE year after owners other than the developer obtain control of the real property, whichever occurs first.

24. **SEVERABILITY.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted, and the remaining provisions shall remain in full force and affect. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

25. **DISPUTE RESOLUTION.** The parties to this agreement shall attempt to settle any disputes arising under this Agreement by discussions between the parties' senior representatives of management. The parties to this agreement agree to negotiate

any dispute between them in good faith for a minimum of four (4) hours within thirty (30) days after the notice of dispute. If any dispute cannot be resolved in that manner, the parties to this agreement agree to then attempt non-binding mediation with an independent third party for a minimum of four (4) hours within sixty (60) days after the notice of dispute. If any dispute cannot be resolved in the above manner, the parties to this agreement agree to resolve the dispute by binding arbitration before a single arbitrator acceptable to both parties in their reasonable judgment. Arbitration shall be conducted according to Chapter 682, Florida Statutes, Arbitration Code. The determination of the arbitrator shall be conclusive and binding upon the parties. Each party shall pay one-half (1/2) of the cost of the arbitrator and their own attorney's fees.

In the event any legal actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party. The parties agree that this Agreement was entered into in Walton County, Florida, and if any mediation results from any Party's breach of this Agreement, the venue for any associated mediation proceedings shall occur exclusively in Walton County, Florida, and that the venue for any litigation that results from any Party's breach of this Agreement shall lie exclusively in the Circuit Court in and for Walton County, Florida.

26. WAIVER OF JURY TRIAL. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT ANY OF THEM MAY HAVE TO TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. THE PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES' TO ENTER INTO THIS AGREEMENT.

27. NO WAIVER. No failure of either Party to exercise any right or power given such Party hereunder or to insist upon strict compliance by the other Party with its obligations hereunder, and no custom or practice of the parties at variance with the terms thereof, shall constitute a waiver of a Party's right to demand exact compliance with the terms hereof.

28. AUTHORITY. The persons executing this Agreement hereby certify and warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

29. AGREEMENT. The laws of the State of Florida shall govern the validity, interpretation and performance of the terms set forth in this agreement. This agreement is made between the C/O and AEG, and it is agreed that this agreement constitutes the entire agreement, superseding any prior negotiations, correspondence or agreements, either oral or written.

This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties. Agreements or contracts between the project Architect and Owner have not been provided for our review and therefor no terms or conditions included therein shall be construed to replace, be incorporated in, or be added to the terms of this contract.

30. PROPOSAL. The terms expressed in the proposal attached to these terms and conditions are expressly incorporated herein.

31. CAPTIONS. Captions and paragraph headings within this document are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provisions hereof.

4853-6336-1582, v. 3

Grants Updated- 11/5/24

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. The project is complete and we have requested reimbursement.
Historic Resources/Hurricane Michael	\$497,495	Centennial Bldg. Rehab. Grant awarded. The project is complete and we have requested reimbursement.
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. Approval has been given for the amended scope of work by the State.
USDA	\$4,000,000	Potential 65% loan/35% grant for new Government Complex. The funding request is on hold.
COVID-19 Rescue Plan	\$1,786,545	Grant Agreement signed 9/15/21. Funds received. \$1,000,000 allocated for 10 th 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 is complete.
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 and lift station is constructed. City Staff is making taps.
FDEP	\$218,895	Resilient Florida (Study of PSJ). Submitted 8/30/21, Working with UF.
FRDAP	\$150,000	Core Park Splash Pad & Restroom, 25% City Match. Submitted 8/27/23. Second Request. Was not approved.
FDOT/SCOP	\$575,417.65	Application for re-surfacing Allen Memorial. Approved on 8/23/22 for the 2024 fiscal year. The contract was awarded to Roberts & Roberts.
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. The project is complete.
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. Was not approved.
FDOT	\$561,884.66	Ave C & D Paving SCOP Grant. Application submitted the first week in March 2024. Was not approved.
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. Was not approved.
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. Was not approved.

RESOLUTION NO 2024-12

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PORT ST. JOE ADOPTING A SCHEDULE OF FEES, CHARGES AND EXPENSES RELATED TO PROGRAMS AND FACILITIES PROVIDED BY THE CITY OF PORT ST. JOE, PROVIDING FOR REPEAL OF ANY RESOLUTION IN CONFLICT HEREWITH, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Port St. Joe, Florida provides numerous facilities and programs for the benefit of the public; and

WHEREAS, these programs and facilities require considerable expenditure of public funds; and

WHEREAS, it is appropriate for the actual users of these facilities and programs to bear a portion of the costs thereof; and

WHEREAS, it is in the best interest of the City Commission and the people of the City of Port St. Joe to adopt a schedule of fees, charges and expenses;

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

1. The City Commission hereby adopts the schedule of fees, charges and expenses attached hereto as Exhibit "A" for programs and facilities described therein.
2. Resolutions or other schedule of fees, charges and expenses of any kind associated with City programs and facilities adopted prior to the date hereof is repealed.
3. This Resolution is effective immediately upon passing.

THIS RESOLUTION ADOPTED this ____ day of November, 2024.

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

BY: _____
Rex Buzzett, Mayor-Commissioner

Attest: _____
Charlotte M. Pierce, Auditor/Clerk

EXHIBIT A: RECREATION PROGRAMS AND FACILITY FEE SCHEDULE
CITY OF PORT ST. JOE
RECREATION USER FEES

FACILITY FEES

PROGRAM LOCATION/AREA	ACTIVITY	USER FEE
Centennial Building Washington Gym Rental Rental time: 12 pm (noon) day prior to event to 12 pm (noon) day after event	Facility Rental Commercial (Corporations or Businesses)	\$1,000.00 Reimbursable Security Deposit plus \$1,500.00 (+tax) per day
Centennial Building Washington Gym Rental Rental time: 12 pm (noon) day prior to event to 12 pm (noon) day after event	Facility Rental Individuals and Groups	\$1,000.00 Reimbursable Security Deposit plus \$400.00 (+tax) per day
Centennial Building Washington Gym Rental Rental time: 12 pm (noon) day prior to event to 12 pm (noon) day after event	Facility Rental Civic/Non Profit *proof of 501(c)(3) or tax exempt status required	\$1,000 Reimbursable Security Deposit plus \$100.00 per day
Centennial Building Washington Gym Rental Rental time: 12 pm (noon) day prior to event to 12 pm (noon) day after event	Facility Rental Government Entity or Bereavement	\$1,000 Reimbursable Security Deposit plus \$100.00 per day
STAC House Building Rental	Facility Rental Birthday Parties	\$200.00 Reimbursable Security Deposit plus \$100.00 (+tax) per day
Maddox Park or Core Park Rental	Park Rental	\$200.00 Reimbursable Security Deposit plus \$100.00 up to \$1,000.00 (+tax) per day
City Hall, Maddox Park, or Core Park Pavilion Rental	Pavilion Rental	No Fee Permit Required
Frank Pate Park	Boat Launch Fee	City Property Owner - No Fee County Property Owner - No Fee Out-of-County - \$20 per day; \$100 Annual Pass

ADMINISTRATIVE FEES

Code Enforcement	Special Pick Up Admin Fee	\$25.00 per pick up
Administrative	Lien Search Fee	\$25.00 per search
	Procurement Search Fee	\$50.00 per search
Waste Water (In City Haulers)	Dumping Fee	\$55.00 per 1,000 gallons truck capacity
Waste Water (Out of City Haulers)	Dumping Fee	\$100.00 per 1,000 gallons truck capacity

updated 10/14/2024

**AGREEMENT FOR TEMPORARY USE OF CENTENNIAL BUILDING
CITY OF PORT ST. JOE, FLORIDA**

NAME OF INDIVIDUAL OR ORGANIZATION ENTERING AGREEMENT (HEREIN KNOWN AS USER):

STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: _____ EMAIL: _____

DATE(S) REQUESTED: _____ TIME(S) OF EVENT: _____

TYPE OF EVENT IN DETAIL: _____

PROPOSED # OF PEOPLE ATTENDING EVENT: _____

Please check the following boxes that apply to your event: Alcohol Artists/Vendors Tax Exempt

In consideration of the mutual covenants and conditions contained herein, the Board of City Commissioners of the City of Port St. Joe, Florida, a municipal corporation (herein known as "City"), agrees to make available the Centennial Building to User on the date(s) set forth above.

All Users be advised that the Board of City Commission does not rent this facility to organizations for extended periods of time. Rentals are on a temporary basis only, and Users are urged to make other arrangements as soon as possible.

1. The City shall:

- a. Furnish light, heat, and water by means of appliances installed for ordinary purposes, but for no other purposes. Interruptions, delays, or failure to furnish any of the same, caused by anything beyond the control of the City Commissioners, shall not be charged to the City of Port St. Joe.
- b. Not be responsible for damages, accidents, or injury that may happen to the User or their agents, servants, employees, spectators, or any and all other participants and/or property from any cause whatsoever, arising out of or resulting from the above-described activity during the period covered by this agreement.
- c. Reserve the right, in the exercise of its discretion, to rescind and cancel this agreement at any time when the purpose or purposes for which the premises herein described are being used and intended to be used, shall be obnoxious or inimical to the best interest of the City; anything herein contained notwithstanding.
- d. The activities of the City have priority, and the City reserves the right to alter this schedule by notifying the renting party 48 hours prior to a scheduled event.

2. The User shall:

- a. Take the premises as they are found at the time of occupying by the User.
- b. Remove from the premises within twenty-four (24) hours following the conclusion of the contracted activity all equipment and materials owned by the User. The City assumes no liability for the User's equipment and materials.

- c. Not re-assign this agreement or sublet the premises or any part thereof or use said premises or any part thereof for any purpose other than that herein specified, without written consent of the City.
- d. Indemnify the City and hold it harmless from any liability, including court costs and attorney fees which result from any of the activities which occur on the property during the term of this Agreement. In the event that the User's use of the premises includes a performance or performances which might be subject to a license fee payable to any organization such as ASCAP or BMI, the User shall be responsible for such fee and will indemnify and hold the City harmless in the event that any such fee is assessed against the City.
- e. Not load or unload any equipment, furniture, tables, or chairs through the front entrances. The User acknowledges that only the side doors may be used to load or unload aforementioned items.

3. Payment of Charges:

- a. All payments and deposits must be made by check or money order payable to the "City of Port St. Joe" and paid in full before the facility is reserved.
- b. All payments will be delivered to the City as of the date of the execution of this Agreement.
- c. Attached hereto as Exhibit "A" is the fee schedule for use of these City facilities.

4. The following Regulations shall be followed:

- a. Activities will not be permitted between 12:00 a.m. (midnight) and 6:00 a.m. without prior permission from the Commission.
- b. The City equipment will not be taken from the premises under any conditions and in the event any equipment is found missing, the User is responsible for its replacement costs.
- c. Alcohol Permits and/or Certificates of Liability Insurance must be provided to the City before rental when alcohol is allowed at the event.
- d. Certificates of Liability Insurance must be provided to the City before facility is reserved for all large events.
- e. A trash plan must be in place for all events and given to the City at the time the facility is reserved.
- f. A security plan must be in place for all large events and given to the City at the time the facility is reserved.
- g. All lineups of artists and/or vendors must be provided to the City at the time the facility is reserved.
- h. The premises shall not be marked upon, painted, cut, drilled, taped, glued, nailed or screwed into, or in any way defaced on the walls, ceiling, partitions, stage, drapes, window coverings or floors of the premises or buildings. Any defacement, damage, or injury caused will be the responsibility of the User who signed this application.
- i. All chairs and tables must have rubber tips to protect the floor.

5. Deposit Guidelines:

- a. Deposits will be cashed immediately, and a refund check will be issued once the following items have been addressed after the rental date(s).
 - i. All lights were turned off after the event
 - ii. All A/C Heating units must be turned back up to a temperature of 77°
 - iii. All trash and decorations have been removed and placed in outside dumpsters
 - iv. The premises have been left secured
 - v. No damage to the property
 - vi. All the tables and chairs were folded and returned to the location where they were found. *Do not remove table and chairs from premises – make any party planners aware they are the property of the City*

- vii. Keys must be returned to City Hall no later than 12:00 p.m. (noon) the day after the event. If the event occurs on a weekend, there is a drop box behind City Hall where the keys can be returned.

All buildings are inspected by a city employee prior to, and after each event. Items not found in satisfactory condition after the event will result in a forfeiture of the deposit.

Deposits will not be returned on cancellations unless requested 30 days before the scheduled rental

6. Acknowledgement:

- a. This agreement will not be binding upon the City until occupied and approved by the City Commissioners.
- b. It is understood that the City, as used herein, shall include the employees, administrators, agents, and City Commissioners.
- c. I, _____ (person requesting permit), a citizen of the State of Florida and the United States of America, do hereby solemnly swear or affirm that I am not a member of an organization or party with believes in or teaches, directly or indirectly, the overthrow of the Government of the United States or of Florida by force or violence. Furthermore, the organization that I represent subscribes to the above statements of loyalty.
- d. _____(initials) My signature on this document ensures that I am the person responsible for this entity.

User Printed Name

Date

User Signature

For Office Use Only

_____ Approving Authority	_____ Date
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