

**May 5, 2026
Regular Meeting
12:00 P.M.**

****Pursuit to F.S. 286 The City Commission will hold a Closed Session from 10:00-12:00 to Interview Firms in Reference to RFQ 2026-01 CDBG-DR Engineering Services****

**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 P.M.

May 5, 2026

****Pursuit to F.S. 286 The City Commission will hold a Closed Session From 10:00-12:00 to Interview Firms in Reference to RFQ 2026-01 CDBG-DR Engineering Services****

Call to Order

Consent Agenda

Minutes

- Regular Meeting 4/21/26

Page 1-4

City Attorney

- Update

City Engineer

- Update

Old Business

- RFQ 2026-01 CDBG-DR Engineering Services
- City Projects
- Government Complex- Update
 - Architectural Services Contract Extension

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Pages 6-7

Pages 8-15

New Business

- RFP 2026-01 CDBG-DR Grant Administration Services
- Fee Waiver Request- Humane Society Fundraiser

Page 16

Pages 17-20

Public Works

- Anchor CEI- Amendment to Task Order No. 1
- 20th Street Stormwater Rehab Quote

Pages 21-22

Surface Water Plant

- Update

Wastewater Plant

- Update

Finance Director

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

Code Enforcement

- **Update**

Police Department

- **Update**

City Clerk

- **Grants- Update**

Pages 23-24

Citizens to be Heard

Discussion Items by Commissioners

Motion to Adjourn

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF CITY
COMMISSIONERS FOR THE CITY OF PORT ST. JOE, FLORIDA, HELD AT
2775 GARRISON AVENUE, April 21, 2026, at Noon.**

The following were present: Mayor Buzzett, Commissioners Hoffman and Kerigan. City Manager Jim Anderson, City Clerk Charlotte Pierce, and City Attorney Clinton McCahill were also present. Commissioner Langston arrived at 12:03 and Commissioner Lowry was absent.

Call to Order

CONSENT AGENDA

Minutes

A Motion was made by Commissioner Kerigan, second by Commissioner Hoffman, to approve the Minutes of the Regular Meeting of April 7, 2026.

Commissioner Langston arrived at 12:03

All in favor; Motion carried 4-0.

Planning Board Recommendation

Planning Board Meeting April 7, 2026. A Motion was made by Phil Earley, second by Rawlis Leslie, to recommend approval of the Plat for Bayside at Port St. Joe to the City Commission. Parcel #04561-200R and a portion of Parcel #04561-500R. All in favor; Motion carried 6-0.

Lance Watson, SCE, was present to answer any questions.

A Motion was made by Commissioner Hoffman, second by Commissioner Kerigan, to approve the Plat for Bayside at Port St. Joe. All in favor; Motion carried 4-0.

City Attorney

Mr. McCahill did not have anything specific for the Commissioners today.

City Engineer – Josh Baxley

City Government Complex

Dewberry will be submitting the response to the stormwater RAI this week. They expect to submit for the remaining FDEP and FDOT permits by next week.

Downtown Alleys Drainage Improvements

Design is currently at 40%.

Avenue A Stormwater

Dewberry is working on the bid package and expects to have it completed by next week.

MLK CDBG

Dewberry is waiting for final approval from the State before ordering a survey and kicking off design.

Core Park Restroom Facility

Dewberry is in the process of issuing subcontracts and beginning design.

Avenues C and D

Design is at 30% plan set.

Old Business

City Projects

Mr. Anderson shared that FDOT is close to switching lanes on Cecil G. Costin, Sr., Blvd, (Highway 71) for continued repairs, they anticipate the project will be completed mid to late July. Work on the Williams Avenue Parking Lot is being done this week, and bids on the Highway 98 Project have not been awarded yet. This work will be done between Tapper Bridge and the Overpass for stormwater and then paving of the road when that work is completed. Sewer rehab continues on Seventh Street; Eighth Street sewer rehab and paving has been completed.

Government Complex Update

Mr. Anderson reminded the Commissioners that choices for the complex need to be narrowed down. Mayor Buzzett thanked Chief Richards for his work on this and Commissioner Kerigan thanked Joe Harris for the tour of the Wastewater Plant.

New Business

Gulf County Public Library – Cathy Colbert

Mrs. Colbert gave an overview of services provided by the library, shared of the need for funds for the library, and asked for an increase in the contribution from the City.

Robert Branch and Christy McElroy shared their thoughts on the topic.

A Motion was made by Commissioner Hoffman, second by Commissioner Kerigan, to give the library an additional \$7,000 now and increase the annual contribution at budget time to \$15,000. All in favor; Motion carried 4-0.

Grant Writing Contract – Two Hired Guns

Dr. Sean Preston was present to answer any questions about the contract.

A Motion was made by Commissioner Kerigan, second by Commissioner Langston, to approve the contract with Dr. Preston. All in favor; Motion carried 4-0.

Bay Savers – Keith Neel

Keith Neel, President of Bay Savers, updated the Commission on their efforts to protect the bay.

Mayor Buzzett thanked Mr. Neel for his presentation and asked that he keep the City updated on the project.

Fee Waiver Request – Shelly Kuenne, National Day of Prayer

A Motion was made by Commissioner Kerigan, second by Commissioner Langston, to approve the request. All in favor; Motion carried 4-0.

Commissioner Hoffman reminded Staff that requests for religious purposes did not need to come before the Commission.

Mr. Anderson reminded the Commission of the PSJRA Meeting Friday at noon.

Public Works – John Grantland

Mr. Grantland did not have any updates for the Commission today,

Surface Water Plant - Larry McClamma

Mr. McClamma did not have any new updates for the Commission.

Wastewater Plant – Joe Harris

Mr. Harris shared the plant is discharging, sprayfields are working, and all their projects are moving along well.

Finance Director

FEMA Update

Mr. Lacour reported that FEMA will move the Clifford Sims Park Project forward, and he anticipates receiving the outstanding \$120,000 shortly from them.

Grants Reimbursement Update

There were no additional updates on reimbursements.

Code Enforcement – John Cannon

Mr. Cannon stated everything is going well.

Police Department – Chief Richards

Chief Richards did not have any updates for the Commission.

City Clerk – Charlotte Pierce

Grants Update

Clerk Pierce shared that \$240,000 in reimbursement that was approved in October was finally received from the state for the Cape San Blas Lighthouse Repairs from Hurricane Michael. This leaves a balance owed to the City of \$87,707 of which \$7,495 is designated for the updating of the National Register of Historic Places.

There is also a balance owed to the City on the Centennial Building of \$10,000 of which \$7,495 is also designated for updating of the National Register of Historic Places.

Clerk Pierce also shared that the lease for the Cape San Blas Lighthouse Lens has been approved for another ten years by the US Coast Guard. Mrs. Pierce discussed the possibility of returning the lens to the lighthouse with Ms. Danielson and she shared that she would not close the door on that discussion.

Citizens to be Heard

The following individuals spoke on various topics.

Terry O’Neil, Robert Branch, Christy McElroy, Jimmy Garcia, Cheryl Steindorf, Letha Mathews, Marvin Davis, and Laura Powell.

Discussion Items by Commissioners

Commissioner Hoffman requested that the trash at the Port St. Joe Waterfront Park be emptied more often. He also noted the need for Miss Zola’s Drive to be closed to traffic when various events are ongoing on City property near the Lighthouse.

Neither Commissioners Kerigan nor Langston had any updates for the Commission.

Mayor Buzzett is still concerned about Eastern Shipyard Traffic and the problems it is causing for people coming into town.

Chief Richards shared that he is working on this issue.

Motion to Adjourn

There was no additional business to come before the Commission and Mayor Buzzett adjourned the meeting at 1:45 P.M.

Approved this _____ day of _____ 2026.

Rex Buzzett, Mayor

Date

Charlotte M. Pierce, City Clerk

Date

RFQ # 2026-01
Engineering Services CDBG-DR Wastewater Plant Improvements
March 25, 2026
City Commission Conference Room

VENDOR	
<i>Ardurra</i>	
<i>Newberry Engineering</i>	
<i>North Florida Professional Service</i>	
<i>Boakerville Donovan</i>	

Current City Projects 5/5/26

- 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. The Bid for the collection system rehab was awarded to Royal American on 7/1/25. Work started 11/3/25.
- Beacon Hill Sewer- The Lift Station is Operational & the Collection System is built. City staff is installing taps as requested.
- 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. The Building Design is at 60% & the Site Plan is at 90%.
- 9/8/25 A Task Order was signed with Dewberry to design stormwater improvements in the alley between Bay & Harbor Street. The (2) easements are signed.
- Washington Gym Bldg. Roof- The Bid was awarded to Monolith Construction on 10/7/25.
- 20th Street Stormwater Pipe Evaluation- The Evaluation has been completed with an estimated cost of over \$200K.
- Charles & Stebel Watermain Loop – City staff is working on constructing the loop.
- Williams Ave. Parking Lot- The bid was awarded to CWR on 1/6/26. Under Construction.
- Downtown stormwater Improvements. City Staff is working with Dewberry to identify areas to address.
- New 10th Street Park Concession Stand & Restroom Facility- Under Construction.
- Paving of Ave C & D from Hwy 98 to MLK Blvd.- Dewberry is working on the Design to Bid of the project.

- St. Joe Beach Water Tank Replacement-The contract has been awarded to start the project.
- Bent Tree Road Sewer Line Extension. Work is set to begin in the next few weeks.

ARCHITECTURAL SERVICES AGREEMENT

THIS AGREEMENT, ("Agreement") is made and entered into on the 13 day of ~~November~~ , 2020 ("Execution Date"), by and between MLD Architects, L.L.C., ("Architect"), and the City of Port St. Joe, Florida, ("City"), (collectively, "Parties").

WITNESSETH:

NOW, THEREFORE, in consideration of the promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Architect's Duties.** The services to be performed by the Architect are to be on an as-needed basis as directed by the City in its sole and absolute discretion. The detailed services that the Architect shall perform for the City shall be set forth in a Task Order, which shall, after execution by the Architect and the City, be incorporated and made a part of this Agreement. For purposes of this Agreement, a Task Order shall mean a written document that specifically describes the services to be provided by the Architect, a schedule or timeline for completion of such services, the lump sum or not-to-exceed fees and costs for such services and any other terms and conditions required by the City for such services, and any amendments to such Task Order (to the extent such Task Order amendments are permitted pursuant to this Agreement).
2. **Term.** The term of this Agreement shall commence on the Execution Date and terminate three (3) years thereafter unless this Agreement is earlier terminated as provided for herein. The City reserves the right to extend this Agreement under the same terms and conditions for three (3) one (1) year periods at the end of the initial term, provided such extension is mutually agreed upon by both Parties in writing. References in this Agreement to "Term" shall include the initial term of this Agreement and all renewal terms.
3. **Payment.** Provided the Architect faithfully performs its obligations contained in a Task Order and subject to other terms and conditions of this Agreement, the City hereby agrees to pay the Architect the lump sum or not-to-exceed amount set forth in a Task Order at the fees and costs mutually agreed upon by the City and the Architect. The lump sum or not-to-exceed amount set forth in a Task Order shall be inclusive of all out-of-pocket expenses, including but not limited to transportation, lodging, meals, materials, and documents required by this Agreement. The Architect shall invoice the City in accordance with the terms and conditions set forth in each Task Order.
4. **Indemnification.** The Architect agrees to defend and hold harmless the City, its officers, elected and appointed officials, employees, agents and servants, in connection with the negligent acts or omissions or intentional acts or omissions or other wrongful conduct of the Architect, its employees, agents or servants in connection with the Architect's performance of this Agreement and any Task Order

5. **Insurance.** During the life of the Contract the Architect shall provide, pay for, and maintain, with companies satisfactory to the City, the types of insurance described herein. All insurance shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies registered with the State of Florida. Prior to execution of this Contract by City, the insurance coverages and limits required must be evidenced by properly executed Certificates of Insurance on forms which are acceptable to the City. The Certificates must be personally, manually signed by the Authorized Representatives of the insurance company/companies shown on the Certificates with proof that he/she is an authorized representative thereof. In addition, certified, true, and exact copies of all insurance policies required shall be provided to the City, on a timely basis, if required by the City. These Certificates and policies shall contain provisions that sixty (60) days' written notice by registered or certified mail shall be given the City of any cancellation, intent not to renew, or reduction in the policies' coverages, except in the application of the Aggregate Limits Provisions. In the event of a reduction in the Aggregate Limit of any policy, the Architect shall immediately take steps to have the Aggregate Limit reinstated to the full extent permitted under such policy. All insurance coverages of the Architect shall be primary to any insurance or self-insurance program carried by the City applicable to this Project.

The acceptance by the City of any Certificate of Insurance for this Project evidencing the insurance coverages and limits required in this Contract does not constitute approval or agreement by the City that the insurance requirements have been met or that the insurance policies shown on the Certificates of Insurance are in compliance with the requirements of this Contract.

Before starting and until acceptance of the work by City, Architect shall maintain insurance of the types and to the limits specified in paragraph entitled "Required Insurance."

If any insurance provided pursuant to this Contract expires prior to the completion of the work, renewal Certificates of Insurance and, if requested by City, certified, true copies of the renewal policies shall be furnished by Architect sixty (60) days prior to the date of expiration. Should at any time the Architect not maintain the insurance coverages required in this Contract, the City may cancel this Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Architect for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under this Contract.

Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the City's Representative prior to the commencement of the work. The Architect shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the City's Representative.

Policies shall be issued by companies authorized to do business under the laws of the State of Florida and shall have adequate Policyholders and Financial ratings in the latest ratings of A.M. Best, Rating of VI or better.

Required Insurance

- a) Workers' Compensation insurance as required by the State of Florida.

- b) Architect shall maintain Professional Liability Insurance providing coverage for the Architect's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Architect's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and ARCHITECT shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that ARCHITECT has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.
- c) City, State of Florida, and Federal Government shall be named as an additional insured with respect to Architect's liabilities hereunder in insurance coverages. and

The City reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

- 6. **Notices.** Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals and other communications which are required to be given by either party to the other shall be in writing and shall be deemed given and delivered on the date delivered in person, upon the expiration of five (5) days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the address provided below, or upon the date delivered by overnight courier (signature required) to the address provided below.

CITY:

City of Port St. Joe
305 Cecil G. Costin Sr. Blvd.
Port St. Joe, FL 32457
ATTN: Jim Anderson
Ph: (850) 229-8261

ARCHITECT:

MLD ARCHITECTS, L.L.C.
211 John Knox Road
Tallahassee, Florida 32303
ATTN: Jerry A. Scott
Ph: (850) 385-9200
Email:jj@mldarchitects.com

- 7 **Severability.** Should any paragraph or portion of any paragraph of this Agreement be rendered void, invalid or unenforceable by any court of law for any reason, such

determination shall not render void, invalid or unenforceable any other paragraph or portion of this Agreement.

8. **Due Authority.** Each party to this Agreement represents and warrants to the other party that (i) it is a duly organized, qualified and existing entity authorized to do business under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the person executing this Agreement to so execute the same and fully bind the party on whose behalf he or she is executing.
9. **Assignment.** The Architect shall make no assignment of any of its rights, duties, or obligations under this Agreement without the City's prior written consent, which consent may be withheld by City in its sole and absolute discretion.
10. **Termination.** This Agreement may be terminated at any time by the City for convenience upon thirty (30) days written notice to the Architect. In the event of termination, the City will pay the Architect for work performed up to the effective date of termination.
11. **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida and shall inure to and be binding upon the Parties, their successors, and assigns. Venue for any action brought in state court shall be in Gulf County, Circuit Court. Venue for any action brought in federal court shall be in the Northern District of Florida, Tallahassee Division, unless a division shall be created in Gulf County, in which case the action shall be brought in that division. The Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.
12. **Contract Adjustments.**
 - A. Either party may propose additions, deletions or modifications to a Task Order or the other terms and conditions of this Agreement ("Contract Adjustments") in whatever manner such party determines to be reasonably necessary for the proper completion of the services. Proposals for Contract Adjustments shall be submitted to the non-requesting party on a form provided by the City. Contract Adjustments shall be affected through written amendments to this Agreement or by an amendment to the Task Order signed by authorized representatives of the Parties.
 - B. Notwithstanding anything to the contrary contained in this Agreement, there shall be no change in the lump sum or not-to-exceed amount set forth in a Task Order except through a written amendment to this Agreement or by an amendment to the Task Order signed by authorized representatives of the Parties.
13. **Compliance with Laws.** The Architect shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, the federal and state constitutions, and orders and decrees of any lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including but not limited to Florida's public records laws (i.e.,

Chapter 119, Florida Statutes).

14. **Amendment.** This Agreement may be amended only in writing in a document executed by the Parties.
15. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, whether oral or written, between them.
16. **Third Party Beneficiary.** No persons other than the Architect and City and their successors and assigns shall have any rights whatsoever under this Agreement.
17. **Books and Records.** The Architect shall prepare in accordance with generally accepted accounting practice and shall keep, at the address for delivery of notices set forth in this Agreement, accurate books of account. All books and records with respect to this Agreement shall be kept by the Architect and shall be open to examination or audit by the City for a period of five (5) years following expiration or earlier termination of this Agreement. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by the statutes of the State of Florida.
18. **No Construction Against Preparer of Agreement.** This Agreement has been prepared by the City and reviewed by the Architect and its professional advisors. The City, the Architect and the Architect's professional advisors believe that this Agreement expresses their agreement and that it should not be interpreted in favor of either the City or the Architect or against the City or the Architect merely because of their efforts in preparing it.
19. **Use of Name.** Subject to the requirements of applicable Laws, including but not limited to Florida Laws regarding public records, neither party shall use the other party's name in conjunction with any endorsement, sponsorship, assurance, marketing, advertisement, or client list, or any external reference, publication, or disclosure (e.g., outside the City, its departments or agencies or City Council), without the written consent of the named party.
20. **Public Records.**
 - A. The Architect shall (i) keep and maintain public records (as defined in Florida's Public Records law chapter 119, Florida Statutes) that ordinarily and necessarily would be required by the City in order to perform the services pursuant to this Agreement; (ii) Architect agrees to provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided for under Florida's Public Records law; (iii) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable Laws; and (iv) meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Architect within ten (10) days following the expiration or earlier termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from

public records disclosure requirements. All public records stored electronically by the Architect shall be provided to the City in a format approved by the City.

B. The Architect shall immediately notify the City Clerk in writing after receiving a public records request. The Architect shall obtain written approval from the City Clerk prior to releasing or disclosing public records and shall comply with instructions of the City Clerk and all City policies and procedures regarding public records.

- 21 **Survival.** All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement, including but not limited to those obligations and rights related to indemnification, shall survive such expiration or earlier termination.
22. **No Waiver.** No provision of this Agreement will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the City's consent respecting any action by the Architect shall not constitute a waiver of the requirement for obtaining the City's consent respecting any subsequent action.
- 23 **Permits and Licenses.** The Architect shall be responsible for obtaining all necessary permits, licenses, certifications, and approvals which may be required by any government agency in connection with the Architect's performance of this Agreement. Upon request of the City, the Architect shall provide the City with written evidence of such permits, licenses, certifications, and approvals.
24. **Relationship of Parties.** Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractor and principals of their own accounts.
25. **City Data.** All data, documents and other City property shall remain the exclusive property of the City. The Architect agrees that such City property shall be used solely for the purpose of performing the services required by this Agreement and a Task Order. The Architect shall be responsible for the safekeeping of such property and, if the City so requests, the Architect shall sign and deliver a written, itemized receipt. Upon conclusion of a Task Order, all such property shall be returned to the City.
26. **Deliverables.** The City shall solely own all right, title and interest in and to the deliverables provided pursuant to this Agreement and a Task Order ("Deliverables"), including but not limited to patent, copyright, trademark and other intellectual property rights therein. The Architect shall take all actions necessary to assure that such title rests in the City.

27. **Acceptance.** The City shall accept Deliverables which conform to the requirements of this Agreement.

28. **Architect Personnel.**

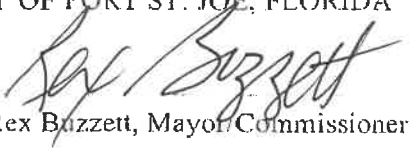
A. To the extent that specific personnel have been named and identified in a Task Order, the Architect shall not remove such personnel from the services contemplated by this Agreement or a Task Order; provided, however, that removal of such personnel due to their voluntary termination or termination due to just cause shall not constitute a violation of this paragraph. If any such personnel are incapacitated, voluntarily terminate their employment, or are terminated for just cause, the Architect shall, within forty-eight (48) hours, replace such personnel with other equally qualified personnel approved by the City.

B. The City reserves the right to require the Architect to replace any persons providing services pursuant to this Agreement or a Task Order, including but not limited to the Architect's employees and affiliates' or subcontractors' employees, whom the City judges to be incompetent, careless, unsuitable or otherwise objectionable, or whose continued use is deemed contrary to the best interests of the City.

29. **Warranty.** The Architect warrants that the services required by this Agreement shall be performed by the Architect in a professional, fair, and competent manner.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the day and date first above written.

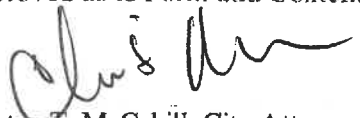
CITY OF PORT ST. JOE, FLORIDA

By: 
Rex Buzzett, Mayor/Commissioner

ATTEST

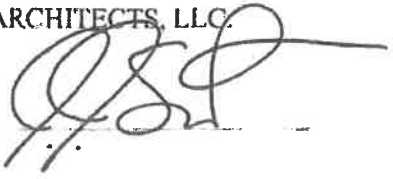

Charlotte Pierce, City Auditor/Clerk

Approved as to Form and Content:


Clinton T. McCahill, City Attorney

MLD ARCHITECTS, LLC.

By:



Print: J.J. Scott, AIA, LEED AP BD+C

Title: PRESIDENT / PRINCIPAL ARCHITECT

WITNESSES

By:



Print: LEINDEL HORVATH

By:



Print: IAN HAENDEN

CITY OF PORT ST JOE
GRANT ADMINISTRATION SERVICES RFP NO: 2026-01 Wastewater Treatment Plant Improv

Proposer A: B and A

Proposer B: Bay Media Services

Proposer C: Cherry Bekaert

Proposer D: Cohmreznick 67

Proposer E: Ecostrata Service, Inc.

Proposer F: Eisner Amper (2)-

Proposer G: Fred Fox Enterprises 65

Proposer H: GrantWorks

Proposer I: HGA

Proposer J: Hagerty Consulting, Inc.

Proposer K: North Florida Professional Services, Inc.

Proposer L: Outsource Execs LLC

Proposer M: Ovid Solutions

Proposer N: TFG 67

* Staff Recommendation

Proposer O: Tidal Basin Government Consulting

To Whom It May Concern,

We are writing to respectfully request the use of the Centennial Building on June 12 from 6:00 PM to 8:00 PM for a Bingo Fundraiser event benefiting St. Joseph Bay Humane Society, a registered 501(c)(3) nonprofit organization.

All proceeds from this event will go directly toward supporting the Humane Society's mission of caring for homeless animals, promoting adoptions, and serving our local community.

We kindly ask that you consider allowing the use of the building free of charge in support of this worthwhile cause. Your generosity would help maximize the funds raised and make an even greater impact for the animals and families who depend on these services.

Thank you for your time and consideration. We truly appreciate your support of our community and local nonprofit efforts.

Sincerely,

Kristy Graves
Board Member, St. Joseph Bay Humane Society
850-227-4320
kristyhgraves@yahoo.com

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

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

St. Joseph Bay Humane Society

STREET ADDRESS: 1007 10th St

CITY: Port St. Joe STATE: FL ZIP: 32456

TELEPHONE: 850-227-1103 EMAIL: _____

DATE(S) REQUESTED: June 12, 2026 TIME(S) OF EVENT: 6-8pm EST

TYPE OF EVENT IN DETAIL: Bingo Fundraiser Event

PROPOSED # OF PEOPLE ATTENDING EVENT: 100

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, Kristy Graves (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. KG (initials) My signature on this document ensures that I am the person responsible for this entity.

Kristy Graves

User Printed Name

4/8/2026

Date

Kristy Graves

User Signature

For Office Use Only

_____ Approving Authority	_____ Date
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April 6, 2026

Ms. Jim Anderson
City Manager
City of Port St. Joe
City Hall
305 Cecil G. Costin, Sr. Boulevard
Port St. Joe, Florida 32456

Sent via email to: janderson@psj.fl.gov and cpierce@psj.fl.gov

**RE: Amendment No. 1 to Task Order 1680.007
CDBG-DR Sewer Collection and Transmission System Rehabilitation
Phase 2: Lift Station and Forcemain Design REV1
Construction Administration and Inspection**

Dear Mr. Anderson:

Anchor Consulting Engineering and Inspection, Inc. ("Anchor") is pleased to submit **Amendment No. 1 to Task Order 1680.007** for additional construction administration and inspection services provided during the **Phase 2: Lift Station and Forcemain Design** project.

This Amendment No. 1 is attached to and made part of the Agreement between the City of Port St. Joe and Anchor, dated July 25, 2022, for the **CDBG-DR Sewer Collection and Transmission System Rehabilitation** project.

The Final Completion Date was originally scheduled for October 23, 2025. However, as you are aware, the Contractor has not provided the required close-out documentation in a timely manner, resulting in delays in project completion.

This Amendment is intended to reimburse Anchor for time and costs incurred after October 23, 2025. These additional services include extended inspection efforts and construction administration tasks such as review of pay applications, purchase order invoices, preparation of change orders, review of Davis-Bacon payrolls, and other activities necessary to facilitate project close-out.

Anchor respectfully requests reimbursement for these additional services in the amount of **\$17,925.00**.

Grants Updated- 5/5/26

Title	Amount	Status
FDEM 4399-162-R	Grant \$771,481.50 City Match \$257,160.50	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. Under Construction.
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 M0023	\$9,996,000	Sewer Rehab- City Wide. Approved 5/21. Under Construction.
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. The project is complete and we have requested reimbursement.
FDEP Water Protection Funds WG063	\$965,000	System Wide Septic to Sewer for 175 connections. Grant Application approved 11/10/21. Accepting Applications for service.
FDEP Water Protection Funds WG043	\$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/SRF DW230160	\$1,506,338 Loan/\$655,456 Grant	Downtown Water line Replacement Phase II. Approved, Application submitted on 11/2/23. The project is complete and we have requested reimbursement.
Fl Commerce LS2507	\$300,000	Core Park Restrooms. The grants were approved effective 7/1/25.
CDBG 26DB-C01	\$1,780,790	MLK Blvd. Revitalization- Approved 8/25. Waiting on approval of the Engineering Services Agreement.
Dept. of Financial Services #1 FM918	\$500,000	Fire/Police Public Safety Facility. Approved. Dewberry is working the Engineering & MLD is Working on the Design.
Dept. of Financial Services #2	\$1,900,000	Fire/Police Public Safety Facility. Approved

FDEP/SRF WW23019	\$19,166,503	Wastewater Plant Improvements. Approved 11/12/25 50% Loan/50% Grant
USDA	\$26,000,000	Wastewater Plant Improvements. Submitted 8/29/25
Fl. Commerce CDBG-DR MS028	\$25M \$2M Match	Wastewater Plant Improvements. Approved 1/7/26
FDLE JAG Residual Funding	\$65,000	Patrol Vehicle. Approved 10/17/25
Fl. Commerce G0157	2,250,709.00	Workforce House Road. Approved March 2026. Currently working on the grant agreement.
Legislative Request 2026	\$5,000,000	Fire/Police Public Safety Bldg. (Reduced to \$1,000,000) Senate Bill
FDOT SCOP	\$578,666.15	Clifford Sims, Bay, & Royal Street Paving. Application submitted 3/26.
FWC Boating Improvement	\$527,500	Frank Pate Park Boat Basin Dredging. Application submitted 4/10/26

Legend

Approved Grants

Work Completed – Waiting for Reimbursement

Grant Applications Submitted

Grants not Approved