

**October 1, 2019
Regular Meeting
6:00 P.M.
2775 Garrison Avenue
Port St. Joe, Florida**



City of Port St. Joe

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

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

BOARD OF CITY COMMISSION

Regular Public Meeting
6:00 P.M.
2775 Garrison Avenue
Tuesday October 1, 2019

Call to Order

Consent Agenda

Minutes

- Special Meeting Executive Session Meeting 4:00 P.M. 9/17/19 **Pages 1**
- Special Meeting 5:01 P.M. 9/17/19 **Pages 2-4**

Bldg. Department

- Update (Quarterly)

Long Term Recovery Committee- Update

PSJRA- Update

City Attorney

- Ord. 561 Marina PUD **Pages 5-12**
 - 2nd Reading and Consideration of Adoption

Old Business

- BCC Contract **Pages 13-32**

New Business

- Cars under the Bridge on Hwy 98- Comm. Langston
- Grant Writing Task Orders
 - Gouras & Associates, LLC **Pages 33-34**
 - The Ferguson Group **Pages 35-36**

Public Works

- Update

Surface Water Plant

- Update

Waste Water Plant

- Update

Finance Director

- Update

City Engineer

- Trail Lighting/Upgrades Grant- Update
- Road Bond Money

Code Enforcement

- Update

Police Department

- Update

City Clerk

- Ghost on the Coast

Page 37

Citizens to be Heard

Discussion Items by Commissioners

Motion to Adjourn

MINUTES OF THE SPECIAL MEETING (EXECUTIVE SESSION – CULBRETH V. CITY OF PORT ST. JOE) OF THE BOARD OF CITY COMMISSIONERS FOR THE CITY OF PORT ST. JOE, FLORIDA, HELD IN THE COMMISSION CHAMBERS AT WARD RIDGE, September 17, 2019, 4:00 P.M.

The following were present: Mayor Buzzett, Commissioners Ashbrook, and Hoffman. City Manager Jim Anderson, City Clerk Charlotte Pierce, Attorney Adam Albritton, Attorney Zackery Scharlapp, and Chief of Police Matt Herring were also present. Commissioner Langston joined the meeting at 4:05 P.M. and Commissioner Lowry was absent. Court reporter, Lisa Patrick was also present.

AGENDA

The purpose of the Meeting was an Executive Session – Culbreth v. City of Port St. Joe.

Mayor Buzzett opened the meeting of the public, welcomed those present, and noted the purpose of the meeting was to discuss the Culbreth v. City of Port St. Joe matter.

A Motion was made by Commissioner Ashbrook, second by Commissioner Hoffman, to enter into Executive Session to discuss the facts of the case and a possible settlement and resolution of the matter. All in favor; Motion carried 3-0.

Chief Matt Herring and other members of the public vacated the meeting area.

Zackery Scharlapp of Coppins, Monroe, Adkins, and Dincman, retained by the City's previous Insurance Carrier, Florida League of Cities, reviewed the case and settlement proposal with the City.

Commissioner Langston joined the meeting at 4:05 P.M.

At 4:11 P.M. the meeting was reopened to the public.

A Motion was made by Commissioner Ashbrook, second by Commissioner Hoffman, to accept the Settlement Agreement, in the amount of \$175,000. (See attached Exhibit A) All in favor; Motion carried 4-0.

Mayor Buzzett adjourned the meeting at 4:13 P.M.

Approved this _____ day of _____ 2019.

Rex Buzzett, Mayor

Date

Charlotte M. Pierce, City Clerk

Date

**MINUTES OF THE SPECIAL MEETING OF THE BOARD OF CITY
COMMISSIONERS FOR THE CITY OF PORT ST. JOE, FLORIDA, HELD AT
2775 GARRISON AVENUE, September 17, 2019, at 5:01 P.M.**

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

CONSENT AGENDA

Minutes

A Motion was made by Commissioner Ashbrook, second by Commissioner Hoffman, to approve the Minutes of the Regular Meeting of September 3, 2019, and the Emergency Meeting of August 30, 2019. All in favor; Motion carried 4-0.

Building Department Update – Kelly Simpson updated the Commission on the number of permits that have been issued by the Building Department since the last meeting: Demolition Permits 1; Residential Reroof 4; Commercial Reroof 2, Residential Remodel 2; Commercial Remodel 1; Temporary Power Poles 0; Electric Service Repair 3; Accessory Structures 0; New Single Family Structures 0; Temporary Structure Permits 0, and Increased Cost of Compliance Letters 0.

Mayor Buzzett requested that this report be given cumulatively each quarter.

Long Term Recovery Committee Update – There was no representation from the committee present.

PSJRA Update – There were no new updates at this time.

City Attorney –

Ordinance 563 Ad Valorem Property Taxes 2019 – 2020, Second Reading and Consideration of Adoption:

A Motion was made by Commissioner Ashbrook, second by Commissioner Langston, to have the Second Reading of Ordinance 563. All in favor; Motion carried 4-0. There was no input from the public.

Attorney Albritton read Ordinance 563 in its entirety.

The Ad Valorem Property Tax Millage Rate for Municipal Purposes to be levied on the taxable property within the City limits of the City of Port St. Joe for the Fiscal Year Beginning October 1, 2019, and ending September 30, 2020, is set at the rate of 3.5914 mills. The percentage by which this millage rate to be levied is less than the rolled-back rate of 3.8288 mills (computed pursuant to Florida law) is -6.20%.

A Motion was made by Commissioner Ashbrook, second by Commissioner Langston, to adopt Ordinance 563. All in favor; Motion carried 4-0.

Ordinance 564 Budget 2019 – 2020, Second Reading and Consideration of Adoption:

A Motion was made by Commissioner Ashbrook, second by Commissioner Langston, to read Ordinance 564. All in favor; Motion carried 4-0. There was no public input.

Attorney Albritton read Ordinance 564 by Title only.

A Motion was made by Commissioner Langston, second by Commissioner Hoffman, to adopt Ordinance 564. All in favor; Motion carried 4-0.

Mayor Buzzett thanked City Staff for their work on the budget and noted that the City runs a tight ship.

CITY MANAGER'S REPORT – Jim Anderson

Old Business

Capital City Bank Lease Agreement -

An email has been received from Ramsay Sims, Metro Banking Executive of Capital City Bank, requesting that the monthly rent of their temporary office on city property be reduced to \$2,000 per month rather than the \$3,000 approved by the Commission September 3, 2019. After discussion, consensus was to leave the rent at \$3,000.

New Business

BCC Contract – Mr. Tunnell is working on the contract and it should be on the October 1, 2019, Agenda.

Lighthouse Lights – A Motion was made by Commissioner Ashbrook, second by Commissioner Langston, to allow the group that put white lights on the lighthouse last year to put them up again this year. The lights will be turned on October 10, 2019, and remain up through New Year's. All in favor; Motion passed 4-0.

Public Works – John Grantland did not have anything for the Commission.

Surface Water Plant – Larry McClamma did not have anything new for the Commission.

Wastewater Plant – Kevin Pettis stated his department is pushing water this month and will begin the filter replacement next month.

Unacceptable levels of grease are being found in the First Street Lift Station and Commissioner Hoffman asked that restaurants be contacted to stop placing the grease in the sewer. Mr. Anderson noted restaurants have been contacted and a plan of action is being created for violators.

Finance Director – Mike Lacour thanked the Commissioners and City Staff for their work on the Budget. He noted that delivery of BCC Garbage Containers will begin next week.

City Engineer – Clay Smallwood, III

Trail Lighting / Upgrades Grant Update – Duke Energy is finalizing new numbers for the lights.

Road Bond Money – The contractor is gathering prices for the patch work to be done.

FDEM Grant – The grant is for \$25,000,000 to be used in 5 counties and has very stringent guidelines. Numerous suggestions were offered by Commissioners and City Staff will again review the application. Mr. Anderson noted there is a very short turn around time on this and the project must have been declared ineligible by FEMA to be considered.

Code Enforcement – This is to be removed from the Agenda.

Police Department – Chief Matt Herring shared that he has a new hire that will be coming to work on October 7, 2019.

City Clerk - Charlotte Pierce

Christmas Parade – December 14, 2019: Clerk Pierce shared this is a work in progress and thanked the Commission for their willingness to be in the parade.

Ghosts on the Coast – October 31, 2019 at the Football Field Parking Lot: Mr. Anderson and Mrs. Pierce are working with Superintendent Jim Norton on this project. Updates will be given as available.

Citizens to be Heard –

Letha Mathews received a letter from the Code Enforcement Officer, stated she had done work on her property, it has been trashed since then, and asked how this would be handled. She also shared her concerns for low hanging lines in her area. Suggestions were given to Ms. Mathews as this is private property.

There is an issue with a structure on the property being a substandard structure and in a state of disrepair. Attorney Albritton suggested that Ms. Mathews talk with the Code Enforcement Officer.

Discussion Items by Commissioners

Commissioner Langston did not have anything to discuss.

Commissioner Ashbrook suggested offering an incentive to builders in the form of a reduction of fees as was done before.

Commissioner Hoffman and *Mayor Buzzett* were not in favor of this at the current time. *Mayor Buzzett* reminded the Commission that no relief was given to the PACES Foundation and it would be hard to deny them and grant others relief.

Commissioner Hoffman asked that a flag pole be place in Buck Griffin Lake. He requested that City Staff check into the possibility of a Disc Golf Field.

Commissioner Hoffman noted that after reading emails, should the Gulf County Attorney Jeremy Novak sue the City, claiming damage to his law office, and City Attorney Albritton has stated he has a conflict of interest in this, who would represent the City. It was noted the City will need to hire an attorney to represent the City.

Mayor Buzzett requested that research be done to determine how teeth can be put in Code Violations. Attorney Albritton responded that outlying areas are using Special Assessments.

A Motion was made by Commissioner Ashbrook, second by Commissioner Hoffman, to adjourn the meeting at 6:18 P.M.

Approved this _____ day of _____ 2019.

Rex Buzzett, Mayor

Date

Charlotte M. Pierce, City Clerk

Date



Dewberry Engineers Inc. | 850.227.7200
324 Marina Drive | 850.227.7215 fax
Port Saint Joe, FL 32456 | www.dewberry.com

September 10, 2019

Mr. Jim Anderson, City Manager
City of Port St. Joe
305 Cecil G. Costin Sr. Blvd.
Port St. Joe, FL 32456

RE: Port St. Joe Marina PUD Revision

Dear Mr. Anderson,

As you are aware, the Port St. Joe Marina received substantial damage from Hurricane Michael. The St. Joe Company is in the process of removing the damaged facilities and planning for a complete rebuild. As part of the rebuild process, the St. Joe Company would like to request revisions to the current Port St. Joe Marina Planned Unit Development (PUD). Below highlights the requested changes to the PUD.

1. Residential density change to 15 du/acre
2. Increase to 300 total boat slips (including wet and dry slips)
3. Addition of a 150 room hotel to provide transient accommodations to the general public and may provide accessory services such as restaurants, lounges, retail sale of sundries, meeting rooms and recreations facilities.
4. Addition of a marina store and marina club
5. Required parking for the boat slips to be 1 space for every 5 wet/dry slips

In accordance with Section 8 of the Port St. Joe Marina PUD, please accept this request on behalf of the St. Joe Company for an amendment to Ordinance 320. Should you have questions or need additional information, please give me a call at 850.354.5187 or email at jbaxley@dewberry.com.

Sincerely,

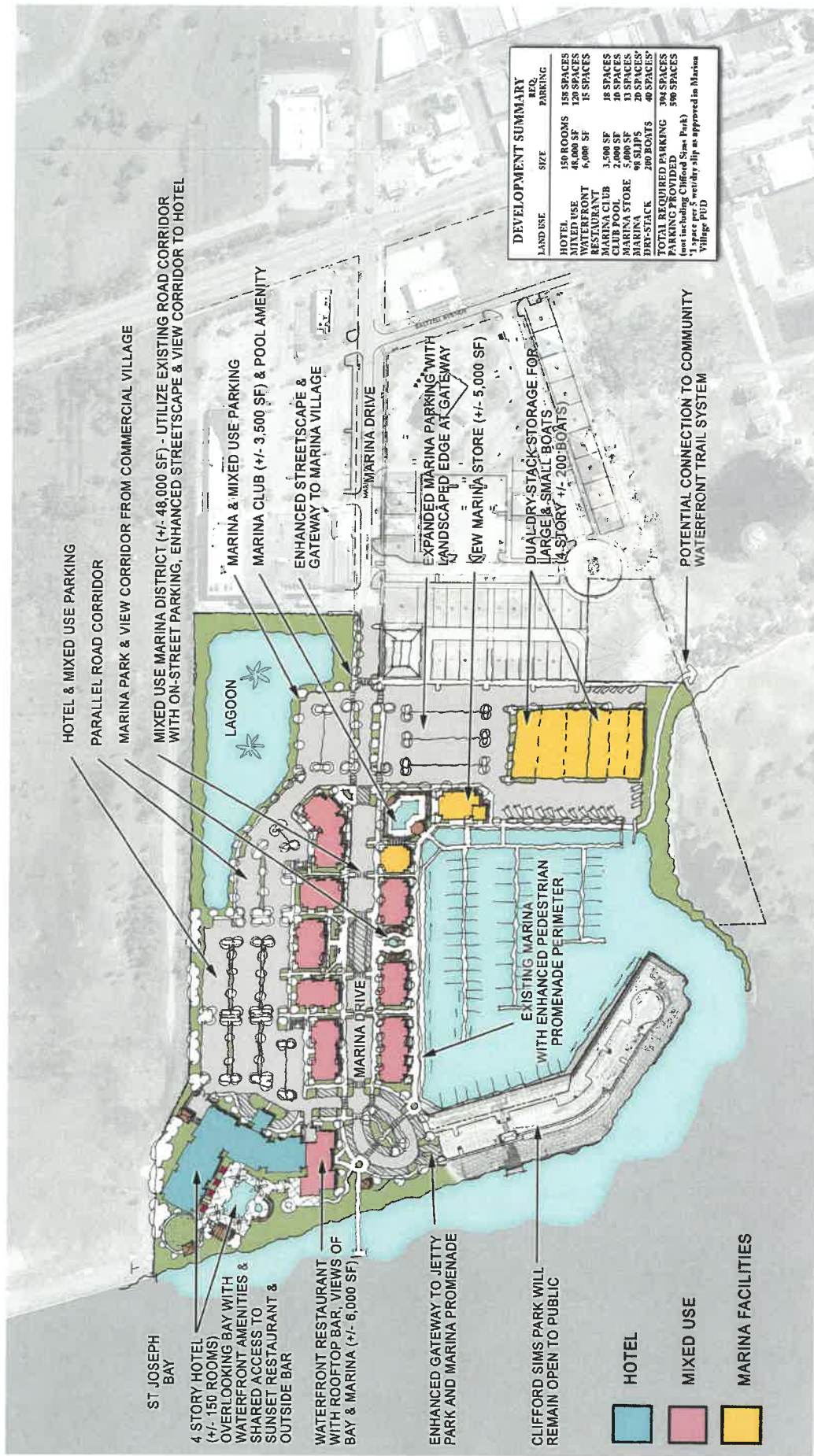
A handwritten signature in blue ink, appearing to read "JB", is written over a light blue circular stamp.

Josh Baxley, P.E.
Sr. Project Manager

Enclosure:

Marina Village Concept Study Revised 9/6/19 by Wood+Partners, Inc
Ordinance 320 with proposed revisions in red

K:\50113420 Port St. Joe Marina PUD Revisions\Correspondence\091019 Anderson.docx



ORDINANCE NO. ~~320~~-561

AN ORDINANCE OF THE CITY OF PORT ST. JOE, FLORIDA, RELATING TO AND AMENDING THE ZONING CODE; AMENDING THE CITY OF PORT ST. JOE ZONING MAP; DESIGNATING AND ESTABLISHING THE PORT ST. JOE MARINA PLANNED UNIT DEVELOPMENT ZONING DISTRICT; ADOPTING CERTAIN REGULATORY REQUIREMENTS FOR THE PORT ST. JOE MARINA PLANNED UNIT DEVELOPMENT ZONING DISTRICT TO SUPERSEDE REQUIREMENTS IN THE CITY OF PORT ST. JOE ZONING CODE; PROVIDING FOR REPEAL OF ANY CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Port St. Joe ("City") has deemed it appropriate to establish a planned unit development for a mixed-use community ("Port St. Joe Marina Planned Unit Development Zoning District") to be located on a parcel of land which is legally described in Exhibit "A", attached and incorporated herein ("Property"); and

WHEREAS, The Port St. Joe Marina Planned Unit Development Zoning District was adopted by the City of Port St. Joe by Ordinance No. 320 on July 6th, 2005; and

WHEREAS, The Port St. Joe Marina Planned Unit Development Zoning District is intended to consist of a mix of uses, including residential, marina, **hotel**, and commercial, all of which are located in the downtown area; and

WHEREAS, Port St. Joe Marina Planned Unit Development Zoning District is designed to provide connectivity with surrounding uses and the Port St. Joe downtown area; and

WHEREAS, Port St. Joe Marina Planned Unit Development Zoning District will be served by City water and sewer facilities; and

WHEREAS, Port St. Joe Marina Planned Unit Development Zoning District will comply with the all applicable stormwater management requirements for the Property; and

WHEREAS, The City of Port St. Joe Comprehensive Plan (Future Land Use Policy 1.3.3), allows the development of mixed-use projects.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PORT ST. JOE, FLORIDA:

SECTION 1. NAME

This Ordinance shall be known as the implementing ordinance for the Port St. Joe Marina Planned Unit Development Zoning District.

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

The Board of City Commissioners hereby finds and determines that the Port St. Joe Marina Planned Unit Development Zoning District is consistent with the goals, objectives and policies of the City of Port St. Joe Comprehensive Plan, including but not limited to Future Land Use Element Policy 1.3.3 (**The City's Comprehensive Plan will...provide for mixed land use designations and development policies**), (~~"Mixed use developments will be allowed in the form of P.U.D.'s"~~), Objective 1.4 (The City will discourage urban sprawl and encourage redevelopment and renewal of blighted areas....") and its supporting Policy 1.4.1 ("Emphasis will be placed by the City in activities which will assist in revitalizing the downtown area") and others, which encourage and promote mixed use projects, including planned unit developments, redevelopment of blighted areas and development in downtown Port St. Joe.

SECTION 3. APPROVAL

The establishment of the Port St. Joe Marina Planned Development Zoning District on the lands legally described in Exhibit "A", which is attached hereto and incorporated herein by this reference, is hereby approved subject to the conditions in this Ordinance.

SECTION 4. PERMITTED USES

The following uses shall be principal permitted uses within all areas of the Port St. Joe Marina Planned Unit Development Zoning District:

A. Residential. Provides for single family and multi-family residential units. Density shall not exceed ~~seven (7)~~ **fifteen (15)** units per gross acre of the Port St. Joe Marina Planned Unit Development Zoning District.

B. Marina. Provides for marina uses including wet slips, dry slips, boat storage, fuel storage, pumping facilities and accessory and ancillary marina facilities. Density is limited to a total of ~~199~~ **300** boat slips (wet and dry).

C. Commercial. Provides for commercial use, including but not limited to, restaurant ~~and ship store~~ **marina store, and marina club** use and accessory and ancillary commercial facilities.

D. Hotel. Provide transient accommodations to the general public and may provide accessory services, such as restaurants, lounges, retail sale of sundries, meeting rooms and recreation activities. The number of room shall not exceed 150.

E. ~~Active Recreation~~ **Recreation**. Active recreation means recreational lands and improvements that are facility oriented which may require equipment and take place at prescribed places, sites or fields. **Passive recreation means recreational lands and improvements that are natural resource oriented. Passive recreational facilities include, but are not limited to hiking, nature and bike trails, stormwater management facilities, docks, piers, viewing platforms, boardwalks, picnic areas and bird watching.**

F. Open Space. Open space means lands, not individually owned or dedicated for public use, which are designed and intended for the common use or enjoyment of the residents and their guests of the Port St. Joe Marina Planned Unit Development Zoning District and may include such complementary structures and improvements as are necessary and appropriate.

~~G. Passive Recreation. Passive recreation means recreational lands and improvements that are natural resource oriented. Passive recreational facilities include, but are not limited to hiking, nature and bike trails, stormwater management facilities, docks, piers, viewing platforms, boardwalks, picnic areas and bird watching.~~

~~H. Open Space. Open space means lands, not individually owned or dedicated for public use, which are designed and intended for the common use or enjoyment of the residents and their guests of the Port St. Joe Marina Planned Unit Development Zoning District and may include such complementary structures and improvements as are necessary and appropriate.~~

G. Permitted Accessory and Ancillary Uses. The following shall be accessory permitted uses within all areas of the Port St. Joe Marina Planned Unit Development Zoning District: Uses of land customarily incidental and subordinate to one of the permitted principal uses, including but not limited to a sales center, parking facilities and other uses or facilities associated with the support of the permitted principal uses.

SECTION 5. DEVELOPMENT STANDARDS

A. All permanent residential, commercial and non-residential uses shall be served by central potable water facilities and central wastewater facilities, as provided by the City.

B. All development within the Port St. Joe Marina Planned Unit Development Zoning District shall be in compliance with all applicable land development regulations of the City of Port St. Joe and Articles 1, 2 and 3 of the Gulf County Subdivision Ordinance, except as otherwise contained in this Ordinance. The City will conduct reviews of all preliminary and final plats.

C. The minimum setbacks for single family residential units shall be 10 feet from road rights of way and 5 feet from other property lines. There shall be no minimum setbacks for multi-family residential units. Minimum setbacks for single family and multi-family residential unit garage structures shall be 5 feet from road rights of way, alley or property lines. Rear setbacks for any structure may be reduced to 0 feet to protect natural features on the property if the lot adjoins a natural area included as common open space or natural area. Balconies, overhangs, steps, stairs, eaves and bays will be allowed in the setbacks. All setbacks, common open space, balconies, overhangs, steps, stairs, eaves, bays, garage collection areas, loading zones, and all other designed areas will be shown on the plat and site plan.

D. There shall be a minimum lot size of 2,500 square feet for single family residential units and no minimum lot size for multi-family residential units. There shall be no minimum block size, width, depth, frontage or other dimensional requirements. Flag lots are permitted.

E. Maximum impervious coverage for single family residential units shall be 65% and for multi-family residential units shall be 90%. Within the Commercial and Marina use category, there shall be no maximum impervious coverage.

F. Internal traffic circulation shall be designed to promote pedestrian and bicycle opportunities for residents and guests by providing a functional and integrated system of pedestrian and bicycle paths. The paths can be of an impervious or pervious surface material.

G. The stormwater management system will be designed to comply with the standards of Chapter 62-25**330**, F.A.C. and all other applicable regulations.

H. Streets may be privately owned and maintained and shall be built in accordance with standards and specifications as reasonably approved by the City. Roadway base and asphalt thickness shall be designed by a registered professional engineer taking into consideration recommendations by a geotechnical engineer for site-specific design parameters. All streets shall be inspected and certified by a registered professional engineer. Before the City will accept and maintain any streets within the Port St. Joe **Marina** Planned Unit Development Zoning District, they must be constructed in accordance with the City standards applicable throughout the City at the time of acceptance. The City will maintain all currently platted and built city streets in the PUD area. Additionally, the City will maintain the **existing road and parking within Clifford Sims Park.** ~~road to be constructed in the park area adjacent to the lowdocks.~~

I. Signs visible from a public road, which are not otherwise subject to stricter standards imposed on the property, shall be consistent with applicable City **law regulations.**

J. The Port St. Joe Marina Planned Unit Development Zoning District shall comply with applicable City regulations regarding on-site and off-site parking, ~~except that d~~ **D**eviations to the City parking regulations may be granted by the City if it is established by a parking study certified by a traffic consultant that use of different standards would be acceptable, especially in the case of the use of shared spaces for adjacent uses. **The number of required parking spaces per boat slip shall be 1 space for each 5 wet/dry boat slips.**

K. All construction shall meet the standards in the Florida Building Code, latest edition.

L. Section 5.04 of the City of Port St. Joe Land Development Regulation Code ("Code"), as well as any other provisions with respect to buffer zones shall not apply to any portion of the Port St. Joe Marina Planned Unit Development Zoning District.

SECTION 6. DEVELOPMENT PLAN/PLAT PHASING

The Port St. Joe Marina Planned Unit Development Zoning District may be developed through a series of individual projects, with the submission of development plans and preliminary plats per project. All development plans will be reviewed as a Level 2 Major Development as such term is defined in the Code. The City will review preliminary plats

as part of the development review process. The development plan, preliminary plat and appropriate application fees for each phase of development shall be initially submitted to the City for review. Applicants may obtain simultaneous approval of the preliminary plat, development order and development permit approval with respect to each phase of development.

SECTION 7. CREATION OF ZONING DISTRICT

The purpose of this Ordinance is to create the text of the Port St. Joe Marina Planned Unit Development Zoning District. The precise location of the permitted uses will be set forth in the application for development plan and preliminary plat approval. This Ordinance is not intended as a unified plan of development. The Port St. Joe Marina Planned Unit Development Zoning District may be developed by separate parties. The specific nature of the Port St. Joe Marina Planned Unit Development Zoning District's development will be a function of the development plans and preliminary plats submitted for approval.

SECTION 8. AMENDMENTS TO THE TEXT OF THE PORT ST. JOE MARINA PLANNED UNIT DEVELOPMENT ZONING DISTRICT PUD

A. Requests for an amendment to the Ordinance shall be made to the City Manager, and must be accompanied by, or supplemented by, such documents as may be reasonably required by the City Manager to clearly depict the impacts of the proposed amendment, if any. Upon review of the amendment request, the City Manager shall determine if the request is a Major Amendment or a Minor Amendment. An amendment shall be deemed a Major Amendment if the amendment purports to (i) change the number of housing units by more than 10%, (ii) change the amount of retail or office square footage by more than 20%, (iii) add land uses not contemplated by the Port St. Joe Marina Planned Unit Development Zoning District, or (iv) substantially decrease Open Space.

B. If the request is determined to be a Major Amendment, the City Manager shall refer the request to the Board of City Commissioners for review and consideration. The Board of City Commissioners shall approve, approve with conditions, or deny the request within 60 days from submittal of a complete application. If the Board of City Commissioners requests additional information in writing, the time for final action on the application shall be tolled until the information is supplied or the Applicant in writing declines to provide the additional information. Once the Applicant supplies the additional information requested by the Board of City Commissioners, or declines in writing to supply the additional information, the Board of City Commissioners shall approve, approve with conditions or deny the request within the balance of the time remaining before time was tolled. The decision of the Board of City Commissioners shall be based on consistency with the City of Pott St. Joe Comprehensive Plan and the Code.

C. If the request is determined to be Minor Amendment, the City Manager shall approve, approve with conditions, deny the request or request additional information within 45 days from submittal of a complete application. The City Manager shall notify the Applicant in writing within the specified 45 days. If the City Manager requests additional information in writing, the time for final action on the application shall be tolled until the information is supplied or the Applicant in writing declines to provide the additional information. Once the Applicant supplies the additional information requested by the City Manager, or declines in writing to supply the additional information, the City Manager shall approve, approve with conditions or deny the

request within the balance of the time remaining before time was tolled. The decision of the City Manager shall be based on consistency with the City of Port St. Joe Comprehensive Plan and the Code.

SECTION 9. ENFORCEMENT

The City may enforce this Ordinance as authorized by law.

SECTION 10. OTHER ORDINANCES

Except as specifically modified or changed in this Ordinance, all provisions of the Code shall apply in the same manner as throughout the City.

SECTION 11. ZONING MAP

Upon this Ordinance becoming effective, the City of Port St. Joe Zoning Map shall be amended to show the property described on attached Exhibit "A" as the Port St. Joe Marina Planned Unit Development Zoning District. The City is hereby directed to revise the City of Port St. Joe Zoning Map to reflect this designation.

SECTION 12. SEVERABILITY

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

SECTION 13. EFFECTIVE DATE

This Ordinance shall become effective as provided by law.

This Ordinance was adopted in open regular meeting after its second reading this ~~6th day of July, 2005~~, after due notice in accordance with Florida Law.

ATTEST:

BOARD OF CITY COMMISSIONERS OF
PORT ST. JOE, FLORIDA

Charlotte M. Pierce, City Clerk

Rex Buzzett, Mayor

APPROVED AS TO FORM:

Adam Albritton, City Attorney

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

THIS AGREEMENT ("Agreement") is made and entered into on the 1st day of October, 2019, by and between, the **CITY OF PORT ST. JOE, BOARD OF CITY COMMISSIONERS**, a Florida municipality ("City") with its principle place of business located at 305 Cecil G. Costin Sr., Blvd., Port St. Joe, Florida 32456 and **BCC WASTE SOLUTIONS, LLC**, a registered Alabama Limited Liability Company that is authorized to transact business in the state of Florida whose corporate address is 205 Hatcher Rd, Panama City, Florida 32409 ("Contractor").

WITNESSETH:

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

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

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

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

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

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

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

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

SECTION 2. SERVICES AND RATES. Contractor agrees to provide professional solid waste management services and rates as detailed and itemized in the "Rate Sheet for a Five-Year Agreement for the City of Port St. Joe" attached as Exhibit "A". In addition, Contractor agrees to provide those services outlined herein for properties and locations owned by the City of Port St. Joe, Florida at no cost to the City. Further, should the City desire to dispose of those items as outlined herein through its own forces, Contractor and City hereby agree that the City's costs of disposal at Contractor's transfer station shall be no more than \$85 a ton.

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

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

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

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

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

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

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

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

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

1. Contractor shall service the entire Agreement Area, residential and commercial development, both existing and future structures as certified to occupy by the City.
2. Collection and transfer station personnel for Contractor shall wear a uniform displaying the Contractor's name and/or logo, as well as the name of the employee. Such identification shall be easily visible to the public.
3. The supervision of collection and transfer station personnel shall be competent and qualified management. Contractor shall provide sufficient personnel, time and attention to services under this Agreement so as to ensure satisfactory performance including the detailed management team propose for the daily operation of the transfer station.
4. Contractor shall have on hand at all times and in good working order such equipment as shall permit it to adequately and efficiently perform the duties under this Agreement.
5. During conveyance by Contractor, all solid waste shall be contained, tied or enclosed so that spilling and blowing is strictly prevented.
6. The body of all collection vehicles shall be sufficiently secure so as to prevent any leakage of fluids prior to the unloading and or transferring site.
7. All collection vehicles shall be painted uniformly with the name and business telephone number of the name of the Contractor painted on both sides of each vehicle.
8. Contractor's collection vehicles shall not be parked in residential areas except for loading.
9. No assignment of this Agreement or any right under it shall be made in whole or in part by the Contractor without the prior written consent of the City.
10. Contractor shall not sub-let in whole or part any of its duties or responsibilities under this Agreement without the prior written consent of the City.

11. Contractor shall prepare and maintain a register of all complaints and indicate the disposition of each complaint. Such register shall be available for inspection by the City during normal business hours. The form shall indicate at least the day and hour on which the complaint was received and resolve, how it was resolved and other relevant information.
12. Contractor shall obtain, at its own expense, all permits and licenses required by laws or ordinance and shall maintain them in full force and effect.
13. Contractor shall be in compliance with and support the City of Port St. Joe's employment policies and practices that include the Equal Employment Opportunity policy of the City of Port St. Joe, City of Port St. Joe ADA guidelines, and the City of Port St. Joe Drug-Free Workplace Program Policy.

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

1. Residential Solid Waste Collection Services:
 - a. Contractor shall provide residential trash, garbage, and refuse collection, yard debris collection, and transfer and disposal service for residents of the City.
 - b. Frequency of Collection: Contractor shall provide once-a-week curbside pick-up to all residential dwellings within the City, once a month yard debris collection. In the event an appropriate location cannot be agreed upon, the City Manager, or their designee, shall determine the location.
 - c. Hours of Collection: Collection shall begin no earlier than 5:00 a.m. and shall cease no later than 7:00 p.m., Monday through Saturday. In the event of an emergency, collection may be permitted at times not permitted by this paragraph, provided the Contractor has received prior approval from the City Manager, or their designee. to be later evidenced by a written memorandum confirming such approval. Should the Contractor not confirm and obtain in writing the approval to operate on an emergency basis, it shall be conclusively presumed that the Contractor had not obtained such approval. No collection shall occur on Sundays or holidays, except in a time of emergency, or to maintain a

regular schedule due to holidays recognized by the Contractor.

- d. Receptacles: The Contractor shall provide 96-gallon Garbage Receptable to each curbside residential dwelling located within the City within 60 days of a request from a property owner. The Contractor shall be required to pick up all residential trash, garbage, and refuse generated from residential dwellings that have been placed in Garbage Receptable at curbside (or such other single collection point as may be agreed upon by the Contractor and the customer). Contractor shall not be required to collect residential solid waste not generated in the residence served.
- e. Method of Collection: Contractor shall make collections with a minimum of noise and disturbance to the residents. Any trash, garbage or refuse spilled by the Contractor shall be picked up immediately by the Contractor. Garbage Receptacles shall be handled carefully by the Contractor and shall not be bent or otherwise abused, and shall be thoroughly emptied and left at the proper point of collection.
- f. Handicapped and/or Elderly Carryout Service: Upon notification by the City, solid waste collection services shall be provided by Contractor at the rear or side of the residence for qualified handicapped or elderly persons provided no able-bodied person resides at the residence. Application for such services shall be made by the Customer and approved by the City.
- g. Non-Collectable Items: Contractor shall not be responsible for the collection of Bulk Waste, Household Furniture, loose Refuse, loose Trash, White Goods, or Construction and demolition debris.
- h. Bi-Annual Hazardous Waste Collection: Contractor will provide for a special customer drop-off of household Hazardous Waste during the spring and fall of each year at no cost to the City or customers. Such drop-off may be coordinated with a similar event for City at the option of Contractor. In connection with such bi-annual drop-off, Contractor shall provide a 20-yard roll off container at a

time and location within the City limits as designated by the City. Customers utilizing the bi-annual special drop-off shall be required to deliver their household Hazardous Waste to the designated location. In no event shall Contractor be required to pick up Hazardous Waste at any location other than the City's designated location.

2. Commercial Solid Waste Collection Services:

- a. Frequency of Collection: Contractor shall provide once-a-week Refuse pick-up to all Commercial Business Establishments within the City. Collection frequencies shall be mutually agreed upon by the Contractor and each Commercial Business Establishment, however, the City shall require the Commercial Business Establishments to maintain an adequate level of service to avoid overflowing containers and Refuse left outside of the containers.
- b. Hours of Collection: Collection shall begin no earlier than 5:00 a.m. and shall cease no later than 7:00 p.m., Monday through Saturday in Commercial Areas. In the event of an emergency, collection may be permitted at times not permitted by this paragraph, provided the Contractor has received prior approval from the City Manager or their designee, to be later evidenced by a written memorandum confirming the approval. Should the Contractor not confirm and obtain in writing the approval to operate on an emergency basis, it shall be conclusively presumed that the Contractor had not obtained such approval. No collection shall occur on Sundays or holidays, except in a time of emergency, or to maintain a regular schedule due to holidays recognized by the Contractor. Customers may request special pickups at an additional charge. Such charge shall be billed by the Contractor.
- c. Point of Pickup: Collection of Refuse shall be at a location mutually agreed upon by the Contractor and each Commercial Business Establishment. In the event an appropriate location cannot be agreed upon, the City Manager, or their designee shall determine the location.

- d. Receptacles: Contractor shall provide dumpsters or Garbage Receptacles to each Commercial Business Establishment. The quantity and/or size of the receptacles shall be mutually agreed upon by the Contractor and each Commercial Business Establishment.
- e. Method of Collection: The Contractor shall make collections with a minimum of noise and disturbance to the customer. Any Trash, Garbage, and Refuse spilled by the Contractor shall be picked up immediately by the Contractor.

SECTION 8. TERM. This exclusive Agreement shall be granted for a period of five (5) years, commencing on **October 1, 2019 and ending September 30, 2024**. This Agreement may be renewed or extended at the City's sole discretion unless sooner terminated by reason of a breach of the terms herein by the Contractor resulting in the failure of the Contractor to provide effective and efficient service as described herein.

SECTION 9. DEFAULT.

- 1. Material Breach: Where any of the following events occur:
 - a. Contractor shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law of the United States or of any state, or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or
 - b. By order or decree of a court, Contractor shall be adjudged bankrupt, or an order shall be entered approving a petition filed by any of its creditors or by any of the stockholders of Contractor, seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law of the United States or of any state, provided that if any such judgment or order is stayed or vacated within 60 days after the entry thereof, any notice of cancellation shall be null and void; or
 - c. Pursuant to any legislative act, resolution, or rule or order of any court or jurisdiction, a receiver, trustee or liquidator shall take possession or control shall continue in effect unabated for 60 consecutive days; or
 - d. Contractor shall voluntarily abandon, desert, or discontinue its operations under this Agreement; or
 - e. Contractor fails to maintain in force all liability and indemnification coverage required; or
 - f. Contractor fails to perform the services as described herein; or
 - g. Any lien shall be filed against the premises of Contractor because of any act or omission of Contractor and is not removed, or the City is not adequately secured

by bond or otherwise within 90 days after Contractor has received written notice thereof; or

- h. Contractor shall abandon, fail or refuse to perform or observe each and every promise in this Agreement; then the City shall notify Contractor in writing of the event of default and direct Contractor to comply with all provisions of this Agreement. If such event or default is not cured within five (5) days of the receipt of notice, then such event or default shall be considered a material breach of this Agreement.

2. Notice of Breach:

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

3. Completion of the Agreement:

- a. If the surety fails to exercise its option to assume the Agreement, the City may complete the Agreement by immediately taking possession of all collection vehicles and other equipment used by Contractor to serve customers within the City whose solid waste collection and disposal service is governed by this Agreement, provided that such equipment shall be taken for sole purpose of carrying out Contractor's duties under this Agreement, and the City may also re-let the Agreement.
- b. The City shall have the right to retain possession of and operate all such vehicles and equipment until other suitable vehicles and equipment can be purchased or otherwise acquired by the City for such purpose or until a new contract is let, but in no event longer than six (6) months.
- c. In such event, the liability of the City to Contractor for the loss or damage to such vehicles or equipment shall be that of a bailee for hire, ordinary wear and tear being exempt from liability.

- d. The City shall pay to Contractor an equitable monthly rental fee for each vehicle or piece of equipment of which possession is taken with the fee equal to the monthly charge off for that vehicle or piece of equipment under the straight-line method of depreciation on a five (5) year schedule.
 - e. The City also shall have the right to purchase Contractor's vehicles and equipment at fair market value, with the fair market value set at the average of 2 appraisals made by professionally certified independent appraisers, with the City and Contractor each choosing one (1) appraiser.
- 4. Performance Bond/Letter of Credit: Contractor shall furnish the City an irrevocable performance bond or letter of credit in the amount of \$250,000.00 (conditioned upon the annual submission of affidavit or certified letter of estimated revenue) to guarantee a faithful performance of the Agreement. The bond or letter shall be payable to the City and prepared in a format approved by the City Attorney. It shall remain in effect for the full term of the Agreement, including extension periods. Same shall be delivered to the City within ten (10) days of awarding the Agreement, any extensions and annual renewals are subject to review and increase. Failure to comply with annual submission shall automatically default the performance bond requirements to the original \$250,000.00.
- 5. City's Default:
 - a. The persistent and repeated failure of the City to perform any material obligation under this Agreement, including, but not limited to, the repeated delivery of unacceptable waste shall constitute a default on the part of the City.
 - b. Any delay in payments beyond a due date (in the event the City exercises its ability to move to single payor option under the contract), as set forth above, shall constitute a default on the part of the City.
- 6. Liquidated Damages: Basis for liquidated damages: The City and Contractor acknowledge and agree that it is difficult to precisely determine the amount of damages that would be incurred by the City due to those failures or circumstances described in this section and for which the Contractor would otherwise be liable. Accordingly, the parties have determined and agreed upon the amounts of the liquidated damages set forth herein, and the parties agree that the liquidated damages are reasonable under the circumstances. Therefore, the following shall constitute liquidated damages, not penalties, for the Contractor's failure to perform in accordance with the provisions of this Agreement.

Process for assessing liquidated damages: The City Manager and/or Director of Public Works shall provide written notice of any assessment of liquidated damages and the Contractor shall then have five (5) business days to submit a written response detailing the basis for disputing the assessment. Failure to respond in writing constitutes acceptance of the assessment. The City Manager or Director of Public Works shall meet with the Contractor within five (5) business days of the City's receipt of the written response and attempt to resolve the dispute. In the event no resolution is reached within seven (7) business days following the date of such request is received by the City Manager, the City and Contractor may submit the dispute for mediation to a mutually agreeable mediator.

Responsibility for the costs of mediation shall be divided equally, unless otherwise mutually agreed, among the Contractor and City. If the parties are not able to resolve dispute through mediation, or if the dispute is not submitted to mediation, the decision of the City Manager shall be strictly observed. If the Contractor is not satisfied with the decision of the City Manager it may take further actions available at law, in equity, or under this Agreement.

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

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

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

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

SECTION 10. CUSTOMER BILLING AND COLLECTION. The City shall retain the right

and responsibility for residential and commercial account establishment, the monthly billings, and collection of charges to residential and commercial customers. The City shall notify the Contractor of new and closed accounts.

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

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

SECTION 14. INSURANCE.

1. All insurance policies shall be with insurers licensed to do business in the State of Florida, and any insuring company is required to have a minimum rating of A. Class X in the Best's Key Ratings Guide published by A.M. Best & Co., Inc.
2. The City shall be furnished proof of coverage via a certified, complete duplicate of all insurance contracts, including every endorsement. The complete insurance contracts must be delivered to the City Manager or designee, not less than ten (10) days prior to the commencement of any and all contractual agreements between the City and the Contractor. The City shall retain the right to reject all insurance contracts that do not meet the requirements of this Agreement.
3. All insurance contracts, except that for Worker's Compensation Coverage, shall list the City as an "Additional Insured" and Contractor shall provide the City with current Certificates of Insurance for all policies.
4. Contractor shall at all times during the Agreement Term maintain in full force and effect workers compensation, comprehensive general liability, comprehensive automobile liability, pollution liability insurance and/or environmental impairment liability insurance and other insurance as is appropriate for the solid waste services being performed hereunder by Contractor, its employees, subcontractors or agents. The amounts and types of workers compensation, comprehensive general liability, comprehensive automobile liability, pollution liability insurance and/or environmental impairment liability insurance and other insurance shall conform to the following and all costs of such insurance shall be borne by Contractor:

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

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

- i. \$3,000,000 combined single limit per accident for bodily injury and property damage.
 - ii. Owned Vehicles.
 - iii. Hired and Non-Owned Vehicles.
 - iv. Employee Non-Ownership.
- c. Workers' compensation insurance: Contractor shall provide and maintain workers' compensation insurance on all employees in accordance with the applicable state and federal laws. Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employer's Liability with a limit of \$1,000,000.00 each accident, \$1,000,000.00 each employee, \$1,000,000.00 policy limit for disease. A certificate shall be filed with the City by the insurance carrier showing such insurance to be in force at all times. Waiver of subrogation in lieu of additional insured is required.
- d. Pollution Liability Insurance and/or Environmental Impairment Liability Insurance: Contractor shall provide and maintain Pollution Liability Insurance and/or Environmental Impairment Liability Insurance. The policy must include \$250,000.00 per occurrence and \$1,000,000 annual aggregate. The coverage shall provide protection for the site owners and operators against third party liability for bodily injury, property damage and cleanup cost as a result of a pollution event on, at, under or coming from the insured's location and/or which may arise from, or in connection with, the performance by the insured, its agents, representatives, employees and/or members.

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

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

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

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

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

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

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

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

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

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

d. List of collection vehicles.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City of Port St. Joe
Board of Commissioners

BCC WASTE SOLUTIONS LLC

By: _____
Rex Buzzett, Mayor- Commissioner

By: _____
Jason Tunnell, President

ATTEST

By: _____
City Clerk

APPROVED AS TO FORM

By: _____
J. Adam Albritton, City Attorney

**CONSULTING SERVICES TASK ORDER #1
PORT ST. JOE, FLORIDA**

THIS TASK ORDER is entered into this _____ day of _____, 2019, by and between Gouras & Associates, LLC, herein called the "Consultant", and the city of Port St. Joe, Florida, herein called the "City".

WITNESSETH THAT:

WHEREAS, the City has been impacted due to Hurricane Michael, and intends to apply for appropriate funds to assist in the rebuilding and recovery efforts due to the devastation of the storm (the "Projects"); and

WHEREAS, the City needed subsequent administrative assistance in applying for and implementing the Projects; and

WHEREAS, the City engaged the Consultant to render certain technical and professional services in connection with the implementation of the Projects, and the Consultant desires to provide said services; and

WHEREAS, the "Effective Date" of this contract shall be the date of execution of this Agreement dated by the last party on the signature page.

NOW, THEREFORE, the parties hereto mutually agree as follows:

**TITLE I
SCOPE OF SERVICES**

The Consultant shall do, perform and carry out in a satisfactory and proper manner such work as the City determines is necessary to implement the activities being identified as Projects. Specific job tasks that the Consultant shall assist the City in performing include the following activities related to the Projects:

1. Coordinate with the City and its consultants (Architect, Engineer, Legal, etc.) to establish a needs assessment for various funding opportunities;

The Consultant shall be available at all times to assist the City in performing such work in a satisfactory and proper manner as the City deems necessary under this Agreement. Specific job tasks that the Consultant will perform are not necessarily limited to the above, and will conform to the specific needs of the City.

**TITLE II
TIME OF PERFORMANCE**

The services provided under this Agreement by the Consultant shall continue as long as is mutually agreeable to the parties hereto, but shall not exceed six (6) months from the Effective Date.

TITLE III

COMPENSATION DUE TO CONSULTANT
and
METHOD OF PAYMENT

The City agrees to pay the Consultant for services rendered pertaining to the initial application of the Projects. Invoices will be submitted monthly for services as described in Title I of this Agreement. If the duration of these projects exceeds 12 months from the Effective Date, the Consultant and City will negotiate additional compensation.

For services detailed in Title I of this agreement, the Consultant will submit monthly invoices based upon the hourly rates below:

Chris G. Gouras, Jr. at \$225 per hour

Christiana Sugg at \$175 per hour

Corinne Graham at \$125 per hour

Mauree Gouras at \$75 per hour

Total Compensation for services under this Task Order shall not exceed.....\$15,000

IN WITNESS WHEREOF, the City and the Consultant have executed this Task Order this the _____ day of _____, 2019.

WITNESS:

PORT ST. JOE, FLORIDA

WITNESS:

GOURAS & ASSOCIATES LLC

Chris G. Gouras, Jr., Member



August 26, 2019

Ms. Charlotte Pierce and Mr. Jim Anderson
City Clerk and City Manager
City of Port St. Joe
City Hall
305 Cecil G. Costin Sr., Blvd.
Port St. Joe, FL 32456

Re: Grant Research Services/Funding Needs Analysis Report

Dear Ms. Pierce and Mr. Anderson,

Thank you so much for meeting with me last Thursday to discuss the City's needs following the devastation wrought by Hurricane Michael. The tour of Port St. Joe was very helpful in my understanding of the current conditions and the significant progress the City and its citizens have already made toward recovery. I came away impressed with the high level of community spirit that envelopes Port St. Joe.

During our meeting, we discussed having The Ferguson Group, LLC (TFG) evaluate federal and state funding programs and prepare a Grant Funding Needs Analysis report. This Report would provide a high-level summary of the myriad of grants available to the City and include information such as the expected funding levels, match requirements, expected submittal date, information required to be submitted, project partners, and other important aspects of the particular grant program.

We understand that the City is focused on receiving grant funding to support the repair and upgrade of water and sewer infrastructure in support of the growing eco-tourism industry. We also understand the City is interested in constructing a new municipal complex on higher ground in the vicinity of David B. Langston Drive. TFG has identified the following grant programs funding for which we believe Port St. Joe will be eligible to address its needs:

- US EDA Disaster Resilience
- US HUD Community Development Block Grant- Disaster Recovery
- US DHS Flood Mitigation Assistance
- US DHS Pre-Disaster Mitigation
- US DHS Hazard Mitigation Grant Program
- USDA Community Facilities
- US HUD Choice Neighborhoods Planning Grant (support for developing a wholistic approach to redevelopment on the North side of the City)
- US DHS Assistance to Firefighters Grant (support for purchase of a fire truck)
- US DOI Land and Water Conservation Grant - Rivers, Trails, and Conservation Assistance (RTCA) Program, FL DEP Recreational Trails Program (RTP), and FL Recreation Development Assistance Program (FRDAP) (for Waterfront Park and unfinished and damaged trail network)
- National Endowment for the Arts: Our Town Program (Port Theatre Company)

- US DOI Boating Infrastructure Grant Program (Reconstruction of Piers)
- US HUD CDBG (Constitution Convention State Museum)
- DOI National Coastal Wetlands Conservation Grant (NCWCG) (Floodplain Management)

We are prepared to undertake a comprehensive Grant Funding Needs Analysis and prepare a report within the next four weeks.

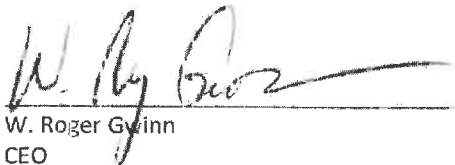
The personnel we have assigned to the City of Port St. Joe grants contract possess decades of practical experience working for state and local governments as well as writing grant applications and managing grant programs. Karl Kalbacher, PG, Director of Environment, Economics & Grant Services will serve as the primary contact for the City of Port St. Joe grant services contract and other services requested by the City. Karl has an extensive work history in both state and local government service. Karl has worked for two state environmental departments in upper level management positions; served as an elected member of Newark, DE City Council for four terms; and served as the Economic Development Director for New Castle County, DE government for eight years. Jennifer Chandler, MBA, a Senior Project Manager with TFG, was elected to the Village Council for Piketon, OH in 2015. Prior to her election, Jennifer was the Economic Development Director for Pike County, OH.

Karl and Jennifer and the TFG grants team will work closely with City of Port St. Joe to analyze your priority projects and identify appropriate grant opportunities for which you can compete and provide strategic advice and consulting services to shape a local project in accordance with the priorities articulated for a particular grant program.

TFG's fee to complete the Grant Funding Needs Analysis is \$4,000. This is an all-inclusive cost.

We appreciate the opportunity to work with the City of Port St. Joe on grant research funding opportunities. Should you have any questions, please do not hesitate to contact Karl Kalbacher at 202-331-8500.

Sincerely,



W. Roger Givinn
CEO



Karl Kalbacher, PG
Director of Environment, Economics & Grant Services



GHOSTS ON THE COAST

CITY COMMONS
THURSDAY,
OCTOBER 31, 2019

Costume Contest

5:30 pm



Divisions

0-3  4-6  7-10

Family or Groups

Pets



Trick or treating will begin immediately following the
Costume Contest when the fire whistle is sounded.

For additional information, please call

City Hall 229-8261

