

**February 18, 2020
Regular Meeting
12:00 Noon
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
12:00 Noon
2775 Garrison Avenue
Tuesday February 18, 2020

Call to Order

Consent Agenda

Minutes

- Regular Meeting 2/4/20 Pages 1-4
- Workshop Meeting 2/11/20 Pages 5-6

Bldg. Department

- Update (Quarterly)

Long Term Recovery Committee- First Meeting of Each Month

PSJRA- Update

City Attorney

- Preliminary Plat Approval- The Reserve on St. Joseph Bay Pages 7-19
- Tennis Court Lease Pages 20-26
- Commissioner Terms- Update
- Commissioner Qualifying Fee/Petition Process- Update

Old Business

- Government Complex Grant-Update
- City Managers Contract (Handout)
- Parcel #04786-000R, Hwy 98 access for an Ice Machine- Henry Rackley Pages 27-28

New Business

- Lighthouse Lease Agreement- Linda Wood Pages 29-39
- Rate Study Task Order Pages 40-48
- Impact Fee Reduction Request Page 49
- Surplus Property Pages 50-53
- Parking Ordinance- Discussion Pages 54-57
- Resolution 2020-01 Rural Area of Opportunity Designation Pages 58-59

Public Works

- Clifford Sims Lift Station Pages 60-62

Surface Water Plant

- Update

Waste Water Plant

- Update

Finance Director

- Update

City Engineer

- Trail Lighting/Upgrades Grant- Update
- Clifford Sims Park Paving- Update
- SCOP Grant

Code Enforcement

- Update

Police Department

- Justice (JAG) Grant

Page 63

City Clerk

- Update

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, February 4, at Noon.**

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

CONSENT AGENDA

Minutes

A Motion was made by Commissioner Ashbrook, second by Commissioner Langton, to approve the Minutes of the Regular Meeting on January 21, 2020. All in favor; Motion carried 4-0.

Building Department Update – Quarterly Report given in January

Long Term Recovery Committee – Given First Meeting of each month

PSJRA Update – PSJRA Chairman David Ashbrook shared that they are working on the '20-'21 budget, gathering ideas for redevelopment throughout the City, and anticipate forming a new entity.

City Attorney –

Ordinance 566 Large Scale Plan Amendment – David Warriner; Second Reading and Consideration of Adoption:

Commissioner Ashbrook stated that he would be abstaining on the vote due to his employer being David and Trish Warriner. He will also be completing Form 8B – Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers.

A Motion was made by Commissioner Hoffman, second by Commissioner Langston, to have the Second Reading of Ordinance 566. All in favor; Motion carried 3-0 with Commissioner Ashbrook abstaining.

Attorney McCahill read Ordinance 566 by Title only.

A Motion was made by Commissioner Hoffman, second by Commissioner Langston, to adopt Ordinance 566. All in favor; Motion carried 3-0 with Commissioner Ashbrook abstaining.

Ordinance 567 Planned Unit Development – David Warriner; Second Reading and Consideration of Adoption.

Commissioner Ashbrook stated that he would be abstaining on the vote due to his employer being David and Trish Warriner. He will also be completing Form 8B – Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers.

A Motion was made by Commissioner Langston, second by Commissioner Hoffman, to have the Second Reading of Ordinance 567. All in favor; Motion carried 3-0 with Commissioner Ashbrook abstaining.

Attorney McCahill read Ordinance 567 by Title only.

A Motion was made by Commissioner Langston, second by Commissioner Hoffman, to adopt Ordinance 567. All in favor; Motion carried 3-0 with Commissioner Ashbrook abstaining.

Ordinance 568 Small Scale – Sheriff's Office Second Reading and Consideration of Adoption:

A Motion was made by Commissioner Ashbrook, second by Commissioner Langston, to have the Second Reading of Ordinance 568. All in favor; Motion carried 4-0.

Attorney McCahill read Ordinance 568 by Title only.

A Motion was made by Commissioner Ashbrook, second by Commissioner Langston, to adopt Ordinance 568. All in favor; Motion carried 4-0.

School Tennis Court Lease update –

This was Tabled and Attorney McCahill provided a draft lease for the Commissioners to review.

Commissioner Terms update –

Consensus was to continue talking about this and look at possible options for 2021.

Commissioner Qualifying Fee / Petition Process Update –

This was Tabled for further discussion. Attorney McCahill noted that the City currently follows state statute, and the City can increase their qualification requirements.

Attorney McCahill has received a response from the owners of Emerald Dance Academy, LLC terminating the contract for rental of the Ward Ridge Building. It was indicated to Mr. McCahill that all personal property has been removed from the building. Locks will be changed and decals will be removed from the windows.

CITY MANAGER'S REPORT – Jim Anderson

Old Business

Government Complex Grant Update –

Mayor Buzzett shared that he had spoken with Jorge Gonzalez and they are close to having a price on the property to consider for the City Hall Complex.

Gateway Apartments Phase II Workshop – February 11, 2020, at 6:00 P.M.

Mr. Anderson reminded everyone of the workshop.

New Business

Use of STAC House – Methodist Church, Lynn Marshall:

A Motion was made by Commissioner Hoffman, second by Commissioner Ashbrook, for the Methodist Church to use the STAC House, rent free, on Wednesday's for their youth. All in favor; Motion carried 4-0. They will not need the facility in the summer months.

City Transfer Station – Commissioner Lowry:

In the absence of Commissioner Lowry, Mr. Anderson noted that WastePro has abandoned the site, left their materials, and the City has held their final payment until this is resolved. Attorney McCahill will write another letter to WastePro. It was noted that the current refuse contract owners, BCC, has expressed an interest in the site and this needs to be resolved.

Fourth of July Fireworks Budget –

A Motion was made by Commissioner Ashbrook, second by Commissioner Langton, to provide \$15,000 for the fireworks this year. All in favor; Motion carried 4-0. The TDC pays \$5,000 towards the fireworks.

Alarm Calls – Discussion:

This was Tabled for more discussion with the Fire and Police Departments.

Centennial Building Paint – Mayor Buzzett:

County Commissioner Phil McCroan is providing a County Work Crew to help with this project. Work should begin Monday, February 10, 2020.

Long Avenue Water / Sewer / Storm Evaluation - Task Order:

A Motion was made by Commissioner Ashbrook, second by Commissioner Hoffman, to approve a Task Order in the amount of \$1,500 for the Ferguson Group, the City's grant writing firm, to research funding programs and requirements for this project. All in favor; Motion carried 4-0.

Mr. Anderson reminded the Commission of the Needs Assessment Workshop on Wednesday, February 12, 2020, from 3:30 – 5 P.M.

Baysavers Letter of Support – Mayor Buzzett:

A Motion was made by Commissioner Ashbrook, second by Commissioner Langston, to provide a Letter of Support for this project. All in favor; Motion carried 4-0.

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

Surface Water Plant – Larry McClamma did not have anything to update the Commission on.

Wastewater Plant – Kevin Pettis shared the plant is doing well, they are repurposing a building and including a lab that was destroyed by Hurricane Michael. There is approximately 3.5' free board in the lagoon, and they are using Career Source workers to help with repairs.

Finance Director – Mike Lacour is preparing a summary of insurance and FEMA Funds. The letter requesting a waiver on the 12.5% FEMA match has been mailed, we are moving forward on recovery, and he feels the ball is now in FEMA's court. FEMA has not approved the submitted request for clearing of the waterways and Mayor Buzzett will reach out to the county for assistance.

City Engineer – Clay Smallwood, III

Trail Lighting / Upgrades Grant – Duke Energy Quotes: Revisions have been sent to Duke and we are waiting to hear from them.

Clifford Sims Park Paving – Roberts and Roberts will be working here on bridge repair and will do the work while they are here.

A Motion was made by Commissioner Ashbrook, second by Commissioner Hoffman, to reject all bids on the Frank Pate Park Gazebo project. All in favor; Motion carried 4-0.

Tentatively the next NERDA Workshop will be held on Tuesday, March 24, 2020, at 5:00 P.M. Mr. Smallwood will verify that all parties can be here on that date.

Code Enforcement – Mr. Anderson shared that two hearings have been held, and orders were issued for cleanup with the next 45 days before legal action will be taken. He anticipates one individual will comply with the order and he does not anticipate the second will do anything. He asked that the Commission be thinking about how they wish to handle the non-compliant issue.

Police Department – Chief Matt Herring noted that FL DOT had installed the delineators in front of Hungry Howie's and McDonald's yesterday. He thanked John Grantland for his work on this and the Commission for trying to make our town safer.

Chief Herring noted that plans are being drawn for the Police Department renovations and feels he will have something on this in a few days.

City Clerk - Charlotte Pierce

Clerk Pierce shared that Angel Barbee Parker has produced and submitted a 5-minute video to HGTV for their consideration of a project in Port St. Joe. She noted that the video has been viewed by 24,580 people in less than 24 hours.

Citizens to be Heard –

Christy McElroy stated she was glad to have a new attorney and asked that the Commission be more vigilant when hiring someone. She noted that the former attorney has been in a partnership with the County Attorney since December 13, 2013, as Constitution Title, LLC per the FL Division of Corporations and feels this has been a conflict of interest.

Ms. McElroy also asked when BCC picks up yard debris and feels they are not doing a very good job. Mr. Anderson responded they are to pick trash up the first week of each month.

Discussion Items by Commissioners –

Commissioner Ashbrook shared that he has watched a video that the TDC has submitted to HGTV and thought it was very good also.

Commissioner Ashbrook noted that the goal of the TDC is to bring people to town. He feels that the City's request to the TDC should be in writing, the TDC will review for compliance with their requirements, and decide if the request should be forwarded to the County for their approval.

Commissioner Langston is concerned about dogs running in the community and asked about the feasibility of hiring a dog catcher. Mr. Anderson responded that there is a Leash Ordinance and dogs should not be running loose. Commissioner Langston would like for the City to look at the dugouts at Peters Park.

Commissioner Hoffman shared his concerns about the lack of TDC Funding for the City. A Motion was made by Commissioner Hoffman, second by Commissioner Langston, to formally request the TDC provide \$150,000 for tennis court lights and resurfacing of the courts if the lease with the Gulf County School Board is approved, \$50,000 for bathrooms at the Washington Gym, and \$50,000 for the softball field and Peters Park. Mayor Buzzett, Commissioner Hoffman and Langston voted in the affirmative and Commissioner Ashbrook voted no. Motion carried 3-0.

Mayor Buzzett reminded the Commissioners that the City Manager's contract will be discussed at the next meeting and asked that the Commissioners do their due diligence and research on this issue.

A Motion was made by Commissioner Ashbrook, second by Commissioner Langston, to adjourn the meeting at 1:23 P.M.

Approved this _____ day of _____ 2020.

Rex Buzzett, Mayor

Date

Charlotte M. Pierce, City Clerk

Date

**MINUTES OF THE GATEWAY PHASE II – THE PACES FOUNDATION
WORKSHOP FOR THE BOARD OF CITY COMMISSIONERS FOR THE CITY OF
PORT ST. JOE FLORIDA HELD AT 2775 GARRISON AVENUE, February 11, 2020
at 6:00 P.M.**

The following were present: Mayor Buzzett, Commissioners Ashbrook, Hoffman, Langston, and Lowry. City Manager Jim Anderson, City Clerk Charlotte Pierce, and Sgt. Jake Richards from the Port St. Joe Police Department were also present.

Agenda

Gateway Phase II – The Paces Foundation

Mayor Buzzett welcomed everyone to the meeting and thanked them for attending.

Michael Bauer, Director of Community Development for the PACES Foundation, thanked the Commission for having the Workshop. He noted the additional 16 units PACES is hoping to add will be Hurricane Recovery Units and not units for Phase II.

Major concerns were additional traffic in the residential neighborhood, inability of individuals with prior criminal records being unable to be approved for housing, and the lack of local residents to qualify to live at Gateway.

Citizens to be Heard

The following individuals expressed their concerns, both for and against, the addition of the units.

Rodney James, Letha Mathews, Ben Turrell, Jr., Tan Smiley, and Valeria James.

Michael Bauer, Judy Williams, Beth Mixon, and Rick Haymond answered questions posed by the local citizens.

Mr. Bauer offered the suggestion of a Right Turn Only Lane when exiting the Gateway Complex as a solution to the traffic.

Discussion Items by Commissioners

Commissioner Langston stated he did not disagree with the apartments being there, but is concerned about traffic, the management of the apartments, not rushing into something to make the situation worse, having another entrance way, and the possibility of another road behind Gateway.

Commissioner Ashbrook feels the proposed turn should decrease traffic while being an alternate site over wetlands, and there needs to be another look at other alternatives for the project.

Commissioner Lowry noted this is a chance to have additional units at Gateway, he would hate to see the funds leave the community, supports what the community wants, and is all for it. He feels traffic needs to be slowed down.

Commissioner Hoffman was impressed with the suggestion of a Right Turn Only Lane, noted that incoming traffic is the issue not the outgoing traffic, and construction workers will increase the traffic in the neighborhood. He questioned why a unit could not be designated for a law enforcement person, and why something could not be worked out on a sliding scale rather than two of the officers having to move because of a change in their salary.

Judy Williams shared that an apartment can be requested for law enforcement.

Rick Haymond shared that Federal Guidelines must be followed concerning income and are matched to the area they are providing services in, noted that the Low-Income Tax Credit Program is good, but communities need to work with the developers upfront on these projects.

Mayor Buzzett stated that no one is against housing, the City is compassionate towards people who are having housing issues and noted this is a difficult decision. Should the project go forward, he would like to see a construction entrance, and have the 16 units available before Phase II is approved. In response to the concessions requested by the PACES Foundation, Mayor Buzzett would like to see everyone pay at the beginning and get the reductions at the end of the project.

Motion to Adjourn

Mayor Buzzett thanked everyone for attending the Workshop and adjourned the Workshop at 7:05 P.M.

Approved this _____ day of _____, 2020.

Rex Buzzett, Mayor

Date

Charlotte M. Pierce, City Clerk

Date

CITY OF PORT ST. JOE PLANNING DEPARTMENT
DEVELOPMENT ORDER APPLICATION PACKET

INCOMPLETE SUBMITTALS WILL NOT BE REVIEWED
(The Building Department requires separate forms and fees to obtain building permits.)

NOTE: THE ADDRESS OF THE PROPERTY MUST BE POSTED PRIOR TO SUBMITTAL

1. Two complete sets of plans, drawn to scale.
Including: A site plan with square feet of living, total square feet, impervious surface, and setbacks.

** Setbacks are measured from the closest overhang to property line**

A site plan showing any protected trees which will be removed from the property.
(Protected trees are any trees other than pine larger than 8" in diameter measure 54" from the base of the tree.)

2. Development Order Packet

3. New Address application

4. Complete City water meter impact form - ON LOT WELLS & SEPTIC TANKS UNLESS CITY WATER & SEWER ARE MADE AVAILABLE AT THE SITE

5. Complete Driveway permit application - SEE ATTACHED FOOT APPLICATIONS

(Please refer to City of Port St. Joe's Land Development Regulations)

DESCRIPTION

Project Address PARCEL 06076-005R "RESERVE ON ST. JOSEPH BAY"

Lot Square Footage: 7 LOT SUBDIVISION Dwelling Square Footage: _____

Driveway Square Footage: _____ Accessory Building Square Footage: _____

Pool Square Footage: _____ Patio/Deck Square Footage: _____

Setbacks: Front: _____ Left Side: _____

Rear: _____ Right Side: _____

Floor Area Ratio: _____ Lot Coverage: _____

Building Height in Feet: _____ Impervious Surface: _____

Landscape Buffers: (height x width) _____ Elevation: _____

Applicant Name _____ Applicant Address _____ Phone Number _____

Applicant Signature _____ Date _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DRIVEWAY/CONNECTION APPLICATION
CATEGORY A850-065-14
SYSTEMS PLANNING
0002

(INDIVIDUAL HOMES, DUPLEXES OR OTHER USES LESS THAN 20 TRIPS/DAY TOTAL)

OFFICE USE ONLY	
Application Number: <u>Temp: 0073761</u>	Accepted By: <u>One-Stop Permitting</u> <small>FOOT STAFF (TYPE OR PRINT)</small>
Category: <u>A - less than 20 VTPD</u>	Date: _____
Section Road Number & Mile Post: _____	
APPLICANT COMPLETE REMAINDER OF FORM	
PART 1: APPLICANT INFORMATION (Please type or print)	
APPLICANT: <u>Ralph Rish</u>	
Mailing Address: <u>324 Marina Drive</u>	
City, State, Zip: <u>Port St. Joe, Florida 32456</u>	
Telephone: <u>(850) 571-1216 ext.</u>	
Physical Address of Site (if different): _____	
Attach Map & Drawing If Necessary	
PROPERTY OWNER: (if different from above) _____	
Mailing Address: _____	
City, State, Zip: _____	
Telephone: _____	
PART 2: NOTICE TO APPLICANT	
Proposed traffic control features and devices in the right of way, such as median openings and other traffic control devices, are not part of the connection(s) to be authorized by a connection permit. The Department reserves the right to change these features in the future in order to promote safely in the right of way or efficient traffic operations on the highway. Expenditure by the applicant of monies for installation or maintenance of such features shall not create any interest in the features or their maintenance.	
PART 3: CERTIFICATION AND SIGNATURE	
I certify that I am familiar with the information contained in this application and that to the best of my knowledge and belief such information is true, complete and accurate. I will not begin work on the connection until I receive my Permit and I understand all the conditions of the Permit. When I begin work on the connection I am accepting all conditions listed in my Permit.	
Signed: <u>Ralph Rish</u> <small>(Applicant)</small>	Date: _____
Printed Name: <u>Ralph Rish</u>	

December 10, 2019

Lisa Ward, Permits Manager
Florida Department of Transportation
3653 HWY 390
Panama City, FL 32405

RE: Reserve at St. Joseph Bay

I, Ralph Rish, authorize Dewberry Engineers Inc. to submit driveway/access permit applications on my behalf to the Florida Department of Transportation for the Reserve at St. Joseph Bay project.

Sincerely,

Ralph Rish

Ralph Rish

STATE OF FLORIDA
COUNTY OF Gulf

The foregoing instrument was acknowledged before me this 10 day of December, 20 19
by Ralph Rish

(SEAL)



Shannon Rish
Signature of Notary Public

Shannon Rish
Print, Type/Stamp Name of Notary

Personally Known: ☒

OR Produced Identification: ☐

Type of Identification Produced: _____

AFFIDAVIT OF
PROOF OF PUBLICATION
(S-50.051, FS)

THE STAR

Published Weekly
Port St. Joe, Gulf County Florida
STATE OF FLORIDA
COUNTY OF GULF

Before the undersigned authority personally appeared

Rakia Hoxie

who on oath says that he/she is Advertising Sales Rep of
the The Star, a weekly newspaper published at
149 W. Hwy 98, Gulf County, Florida; that the attached
copy of advertisement, being in the matter of

SEE ATTACHED

was published in said newspaper in the

Issue(s) of January 28th, 2020

Affiant further says The Star is a newspaper published at
149 W. Hwy 98, in said Gulf County
Florida and that said newspaper has heretofore been
continuously published in said Gulf County, Florida.

And each Thursday and has been entered as second class
mail matter at the post office in Port St. Joe, Gulf County,
for a period of 1 year next preceding the first
publication of the attached copy of advertisement; and
Affiant further says that he or she has neither paid nor
promised any person, firm or corporation any discount,
rebate, commission or refund for the purpose of securing
this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this

23rd day of January, 2020

By Rakia Hoxie, who is
☒ personally known to me or who has produced

As Identification, (type of identification),

Signature of Notary

Gail Brannan



Print, Type, or Stamp Commissioned
Name of Notary Public

PUBLIC NOTICE

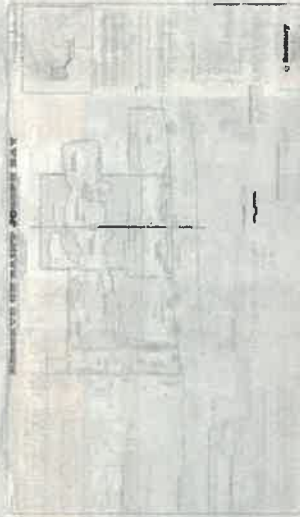
Public Hearings will be held in the Planning, Development, & Review
Board's Regular Meeting on, Tuesday, February 4th, 2020, at
4:00 P.M. EST and at the Regular City Commission Meeting on Tuesday,
February 18th, 2020, at 12:00 P.M. EST at the Ward Ridge Building,
2775 Garrison Ave., Port St. Joe, FL 32456 to discuss
and act on the following:

PRELIMINARY PLAT APPROVAL OF RESERVE ON SAINT JOSEPH BAY

Parcel 06076-005R

S 13 T 8 R 11 31 AC M/L BEING PARCELS ANNEXED INTO THE
CITY OF PORT ST JOE AS PER ORD INANCE #337 & #353 ON US 98
ADJ TO OAK GROVE ORB 651/385 FR ST JOE TIMBERLAND MAP 51A

Plat Approval of Reserve on Saint Joseph Bay



Interested persons may attend and be heard at the public hearings or
provide comments in writing to the Planning and Development Review
Board. City of Port St. Joe City Hall, 305 Cecil G. Costh, Sr., Blvd.,
Port St. Joe, Florida 32456. Transactions of the public hearings will
not be recorded. Persons wishing to appeal any decision made
during the hearings will need a record of the proceeding and should
ensure a verbatim record is made, including the testimony on
which the appeal is based.

In accordance with the Americans with Disabilities Act, persons
wishing to attend needing assistance and special accommodations
to participate in these proceedings should contact Charlotte Pience,
City Clerk, at City Hall, (850)229-8261.

CONSTRUCTION PLANS FOR:

RESERVE ON SAINT JOSEPH BAY

PORT ST. JOE

GULF COUNTY, FLORIDA

PREPARED FOR:

PSJ, LLC

PREPARED BY:



Dewberry Engineers Inc.
203 Aberdeen Pkwy, Panama City, FL 32405
(850) 522-0644



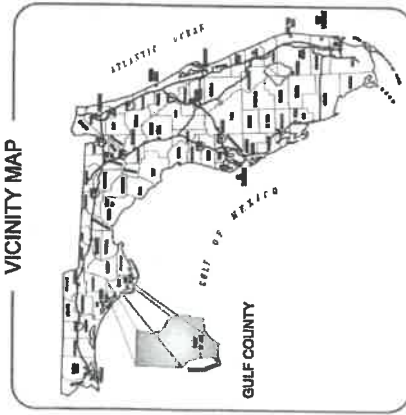
PRELIMINARY DOCUMENTS
NOT FOR CONSTRUCTION

REV.	NO.	DATE	REVISION DESCRIPTION	PREPARED BY	CHECKED BY
1					
2					
3					
4					
5					

PROJECT NUMBER - 50119033

DECEMBER 2019

VICINITY MAP



LOCATION MAP



DRAWING INDEX

TITLE	NO.
COVER SHEET	01
GENERAL NOTES	02
SITE PLAN	03
DRIVEWAY SITE PLAN	04
DRIVEWAY PROFILES	05

EROSION AND SEDIMENT CONTROL NOTES:

CONSTRUCTION:

1. CONTRACTOR SHALL STAGE AND TIME CONSTRUCTION TO MINIMIZE THE SIZE OF EXPOSED SOIL AREAS AND THE TIME BETWEEN EXPOSING THE SOIL AREA AND FINISHING THE SOIL AREA.
2. AS SOON AS GRADING IS COMPLETE IN AN AREA, THE CONTRACTOR WILL STABILIZE THE SOIL. FOR LONG, NARROW AREAS, THE CONTRACTOR SHALL STABILIZE CONTINUOUSLY DURING GRADING OPERATIONS. ROUGH GRADED AREAS SHOULD BE STABILIZED WITH TEMPORARY EROSION CONTROL. IF FINAL GRADING AND STABILIZATION WILL NOT BE PERFORMED WITHIN FIVE (5) DAYS, FAILURE TO STABILIZE EXPOSED SOIL AREAS IN A TIMELY MANNER AFTER GRADING MAY BE CONSIDERED A VIOLATION OF CHAPTERS 17-3, 17-12, AND/OR 17-25, FLORIDA ADMINISTRATIVE CODE, BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) AND SUBJECT TO CORRECTIVE ACTION, PURSUANT TO SECTION 403.121- 403.161 FLORIDA STATUTES. ALL STABILIZATION MEASURES WILL BE AT THE CONTRACTOR'S SOLE EXPENSE.
3. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR PERFORMING A TASK TO PROVIDE EROSION CONTROL. UNLESS ANOTHER PARTY HAS BEEN PREVIOUSLY SPECIFIED AS RESPONSIBLE FOR THE EROSION CONTROL ASSOCIATED WITH THAT TASK. IN THE EVENT ANOTHER PARTY IS RESPONSIBLE FOR EROSION CONTROL, THE CONTRACTOR SHALL STILL BE RESPONSIBLE FOR COORDINATION WITH THE PARTY RESPONSIBLE. IN THE EVENT THAT DAMAGE TO THE CONSTRUCTED ITEM RESULTS ARE DUE TO LACK OF EROSION CONTROL, THE CONTRACTOR SHALL REPAIR OR REPLACE THE ITEM AT NO CHARGE TO THE OWNER.
4. TEMPORARY EROSION CONTROL SHALL CONSIST OF TEMPORARY GRASS, TEMPORARY SILT FENCES, TEMPORARY SOD, ARTIFICIAL COVERINGS, BALED HAY OR STRAW, MULCH, FENCES, AND TURBIDITY BARRIERS. TEMPORARY EROSION CONTROL SHALL BE IN ACCORDANCE WITH SECTION 104 OF THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD SPECIFICATIONS.
5. PERMANENT EROSION CONTROL SHALL CONSIST OF SEED, SEED AND MULCH, HYDRO-SEEDING, SOD, AND/OR ARTIFICIAL COVERINGS. PERMANENT EROSION CONTROL SHALL BE IN ACCORDANCE WITH SECTIONS 570 AND 575 OF THE FDOT STANDARD SPECIFICATIONS. SEED OR GRASS TYPE SHALL MATCH EXISTING OR BE AS SPECIFIED BY OWNER UNLESS NOTED OTHERWISE.
6. GRASS BY SEEDING SHALL BE IN ACCORDANCE WITH SECTIONS 104, 570, 981, 982, AND 983 OF FDOT STANDARD SPECIFICATIONS. THIS SHALL BE USED ONLY IN AREAS SUBJECT TO LIGHT EROSION SUCH AS FLAT AREAS.
7. GRASS BY HYDRO-SEEDING SHALL BE IN ACCORDANCE WITH SECTIONS 104, 570, 981, 982, AND 983 OF FDOT STANDARD SPECIFICATIONS. HYDRO-SEEDING MAY BE USED FOR FLAT AREAS AND SIDE SLOPES WHICH DO NOT EXCEED 2:1. DRAINAGE DITCHES OR LARGE SWALES MUST HAVE ADDITIONAL PROTECTION BESIDES HYDRO-SEEDING.
8. GRASS AND MULCH SHALL BE IN ACCORDANCE WITH SECTIONS 104, 570, 981, 982, AND 983 OF FDOT STANDARD SPECIFICATIONS. GRASS AND MULCH MAY BE USED IN ALL AREAS EXCEPT LARGE SWALES OR DITCHES. MULCH SHALL BE ANCHORED IN ACCORDANCE WITH SECTION 570. SOLID SOD SHALL BE IN ACCORDANCE WITH SECTIONS 104, 575, 981, 982, AND 983 OF FDOT STANDARD SPECIFICATIONS. SOD MAY BE USED IN ALL AREAS FOR SIDE SLOPES LESS THAN 2:1. SOD SHOULD NOT BE USED ON SLOPES GREATER

THAN 1:2 (V:H). EROSION CONTROL BLANKETS WITH GRASSING OR OTHER SLOPE STABILIZATION TECHNIQUES SHOULD BE USED ON SLOPES GREATER THAN 1:2. SOD SHALL BE STAGGERED SO AS TO AVOID A CONTINUOUS SEAM. IN AREAS WITH SLOPES 3:1 OR STEEPER, EACH PIECE OF SOD SHALL BE PEGGED WITH SOD PEGS. IN DIFFICULT SOIL CONDITIONS WITH STEEP SLOPES, IT MAY BE NECESSARY TO COVER SOD WITH ARTIFICIAL COVERINGS SUCH AS JUTE MESH UNTIL SOD BECOMES ESTABLISHED.

9. TEMPORARY EROSION CONTROL BY ARTIFICIAL COVERINGS SHALL CONSIST OF STRAW BLANKETS, COCONUT FIBER BLANKETS, POLYESTER BLANKETS, JUTE MESH, AND DRAINAGE FABRICS. MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS. SEEDING SHALL BE INCLUDED IF MATERIAL REQUIRES VEGETATION TO FUNCTION PROPERLY.
10. THE CONTRACTOR IS TO PROVIDE EROSION CONTROL/ SEDIMENTATION BARRIER (HAY BALES, SILT FENCE, TURBIDITY BARRIER, OR AS SPECIFIED IN THE CONSTRUCTION DRAWINGS) TO PREVENT SILTATION OF ADJACENT PROPERTY, STREETS, STORM SEWERS, WATERWAYS, AND WETLAND OR JURISDICTIONAL AREAS. IF, IN THE OPINION OF THE ENGINEER, AND/OR REGULATORY AUTHORITIES, EXCESSIVE QUANTITIES OF MATERIAL ARE TRANSPORTED OFFSITE BY EROSION OR STORM WATER RUNOFF, THE CONTRACTOR SHALL IMPROVE CONDITIONS TO THE SATISFACTION OF THE ENGINEER AND/OR AUTHORITIES. IN NO CASE SHALL CONSTRUCTION COMMENCE PRIOR TO INSTALLATION OF EROSION CONTROL/SEDIMENTATION BARRIER.
11. CONTRACTOR SHALL PLACE STRAW, MULCH, OR OTHER SUITABLE MATERIAL ON GROUND IN AREAS WHERE CONSTRUCTION RELATED TRAFFIC IS TO ENTER AND EXIT SITE.
12. IF WIND EROSION BECOMES SIGNIFICANT DURING CONSTRUCTION, THE CONTRACTOR SHALL STABILIZE THE AREA USING SPRINKLING IRRIGATION OR OTHER ACCEPTABLE METHODS.

MAINTENANCE:

13. THE CONTRACTOR SHALL PROVIDE ROUTINE MAINTENANCE OF PERMANENT AND TEMPORARY EROSION CONTROL FEATURES UNTIL THE PROJECT IS COMPLETED AND ACCEPTED. THEN MAINTENANCE SHALL BE IN ACCORDANCE WITH SECTION 104 OF THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD SPECIFICATIONS OR BAY COUNTY SPECIFICATIONS.
14. SILT FENCES AND TURBIDITY BARRIERS SHALL BE CHECKED DAILY FOR EFFECTIVENESS, BREACHES, AND ROUTINE MAINTENANCE.

PAVING, GRADING, AND EARTH WORK NOTES:

CONSTRUCTION:

1. ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITIES SHALL BE SEEDED, MULCHED, SODDED, STABILIZED, OR PLANTED WITH OTHER APPROVED LANDSCAPE MATERIAL, WITHIN FIVE (5) DAYS AFTER CONSTRUCTION.
2. ORGANIC UNSUITABLE SOILS BENEATH THE PAVED AREAS SHALL BE REMOVED AND REPLACED WITH CLEAN SAND MATERIAL OF WHICH NOT MORE THAN 15% BY DRY WEIGHT IS FINER THAN THE NUMBER 200 MESH SIEVE. FILL MATERIAL SHALL BE FREE OF ORGANICS, RUBBLE, CLAY, OR OTHER DELETERIOUS MATTER.
3. THE PAVEMENT SUBGRADE SHOULD BE STABILIZED TO LBR 40. MATERIAL FOR STABILIZATION SHALL BE EITHER LIMESTONE, CRUSHED SHELL, OR OTHER MATERIAL APPROVED BY THE ENGINEER. STABILIZING MATERIALS MUST BE IN CONFORMANCE WITH FDOT SPECIFICATIONS.
4. ALL WASTE MATERIAL SHALL BE DISPOSED OF OFFSITE IN ACCORDANCE WITH APPLICABLE REGULATIONS.
5. PROPOSED SPOT ELEVATIONS REPRESENT PAVEMENT OR GROUND SURFACE GRADE UNLESS OTHERWISE NOTED ON DRAWINGS.
6. CONTRACTOR TO PROVIDE 1/2" TO 1" BITUMINOUS EXPANSION JOINT MATERIAL WITH SEALER AT ABUTMENT OF CONCRETE AND OTHER MATERIALS (BUILDINGS, OTHER POURED CONCRETE, ETC.) EXCEPT ASPHALT.

RIGHT OF WAY CONSTRUCTION NOTES:

- ALL WORK IN THE FDOT AND CITY RIGHT OF WAY SHALL CONFORM TO THE FOLLOWING:
1. FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION), FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY AND TRAFFIC DESIGN STANDARDS FOR DESIGN, CONSTRUCTION, MAINTENANCE AND UTILITY OPERATIONS FOR STREETS AND HIGHWAYS (LATEST EDITION), COMPLIANCE WITH ALL APPLICABLE FDOT STANDARD INDICES IS REQUIRED.
 2. CONTRACTOR SHALL NOTIFY FDOT MAINTENANCE OFFICE 24 HOURS IN ADVANCE OF STARTING PROPOSED WORK WITHIN THE RIGHT OF WAY. CALL 850-784-4060.
 3. MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH STANDARD FDOT INDICES 600, 612 AND 613.
 4. ALL DISTURBED AREAS IN THE RIGHT OF WAY NOT RESTORED AS PAVEMENT SHALL BE SODDED.
 5. NO LANE CLOSURES DURING THE HOURS OF 6:00 A.M. TO 9:00 A.M. OR 4:00 P.M. TO 7:00 P.M.
 6. NOTE: REFLECTIVE PAVEMENT MARKERS (RPM) SHALL BE INSTALLED IN ACCORDANCE WITH FDOT STANDARD INDEX 17352 IF REQUIRED.
 7. ALL PERMANENT STRIPING IN THE RIGHT OF WAY SHALL BE THERMOPLASTIC.

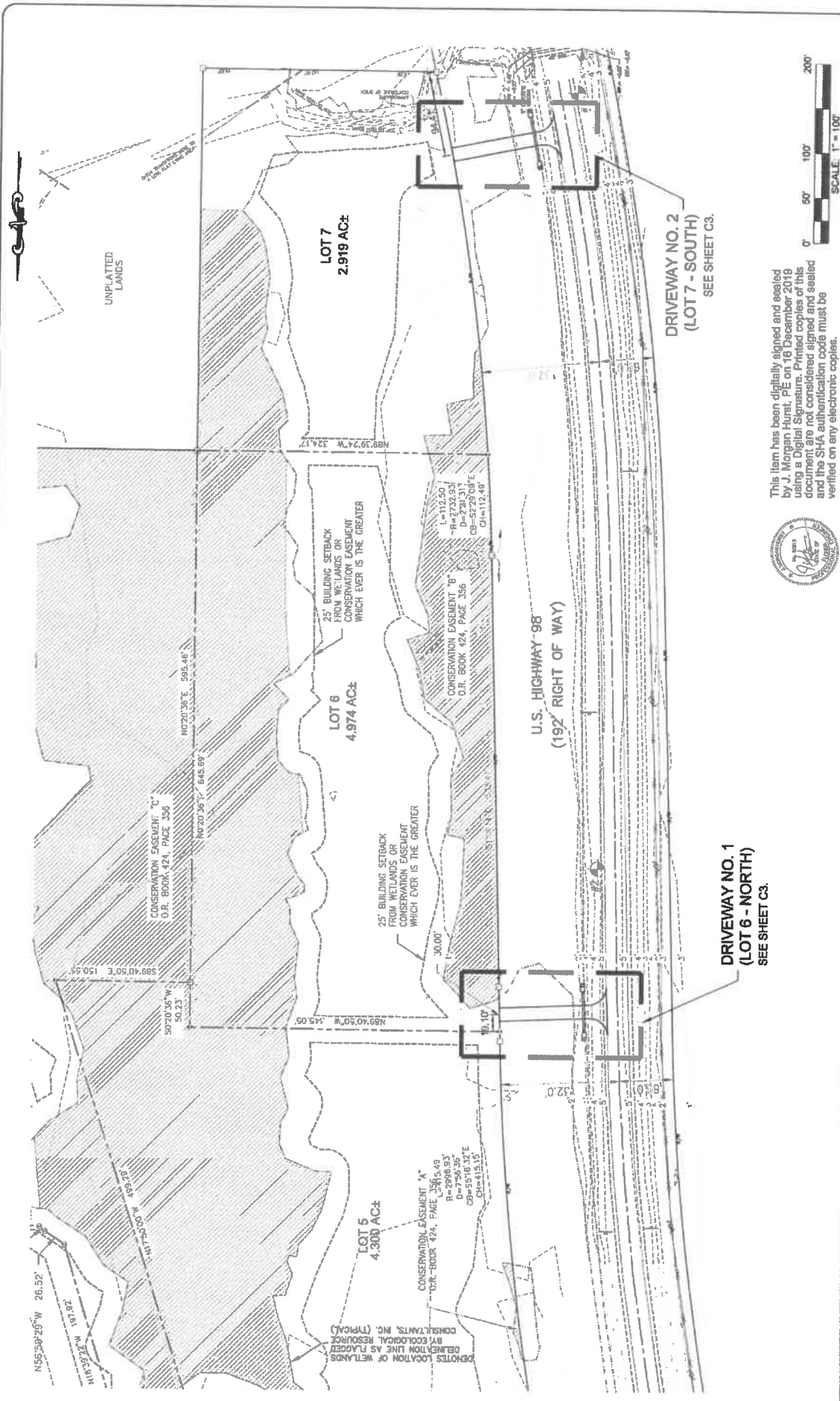


This item has been digitally signed and sealed by J. Michael Hirsch, PE on 18 December 2019 using a Digital Signature. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.

K12, MIKEPROJECTS - PORT ST. JOE\50119033.FOLDER\REFERENCE\50119033 DESIGN.DWG C1 NOTES BY: MMORE		December 19, 2019 (17:13:33 EST)	
NO.	DATE	APP.	REVISION:
1			
2			
3			
4			
5			
6			

GENERAL NOTES		RESERVE ON SAINT JOSEPH BAY	
PORT ST. JOE		GULF COUNTY, FLORIDA	
DATE: DECEMBER 2019		PROJECT NO. 50119033	
SCALE: AS SHOWN		SHEET	
DRAWN: J. M. HIRSCH		C1	
CHECKED: J. M. HIRSCH			

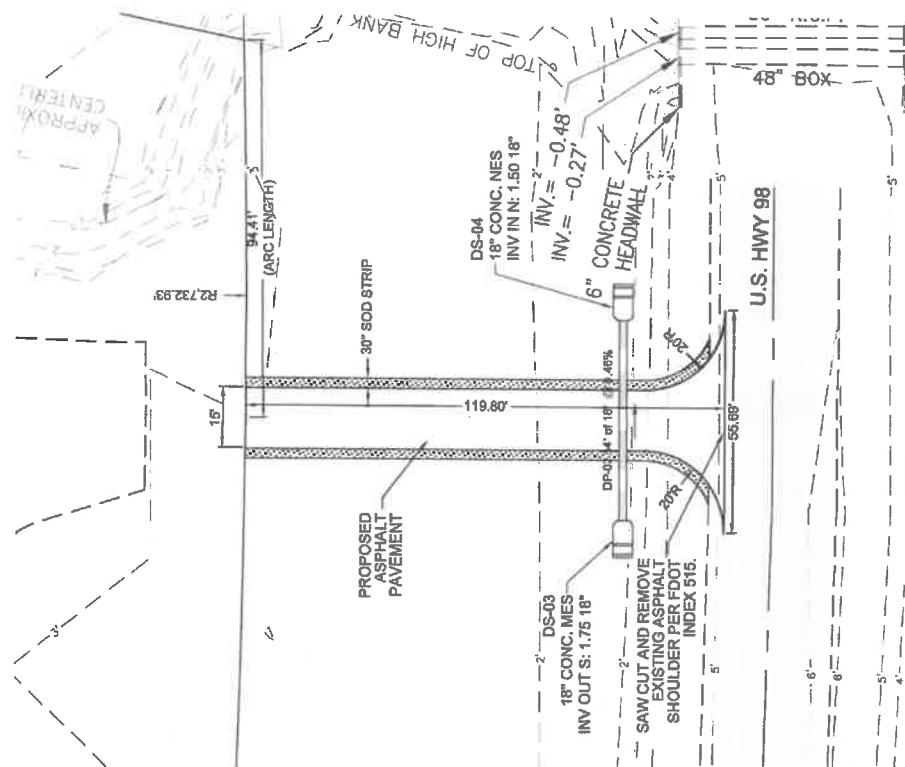
Dewberry
203 Aberdeen Parkway, Panama City, FL 32405
850.522.0844, www.dewberry.com



DATE: 12/16/2019 SCALE: 1" = 100' DRAWN BY: JMH APPROVED: JMH JANUARY		SITE PLAN RESERVE ON SAINT JOSEPH BAY PORT ST. JOE GULF COUNTY, FLORIDA		ERM 0007144 PROJECT NO. 50119033 SHEET C2
NO. 1 DATE 1 2 3 4 5		Dewberry 203 Aberdeen Parkway, Panama City, FL 32405 850.522.0644, www.dewberry.com		



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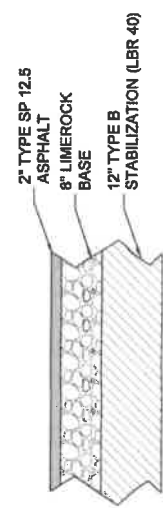
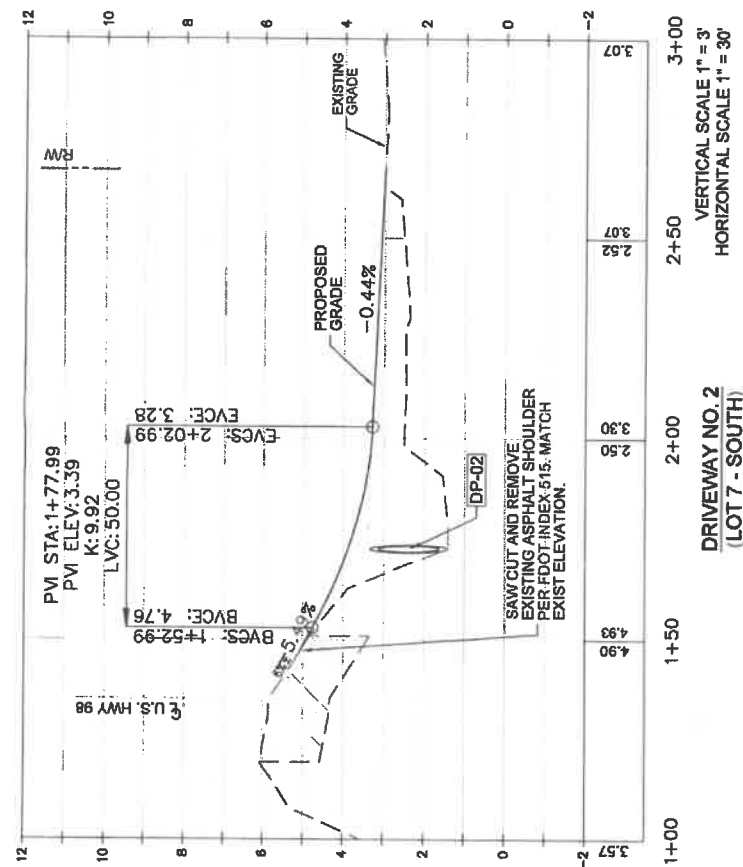
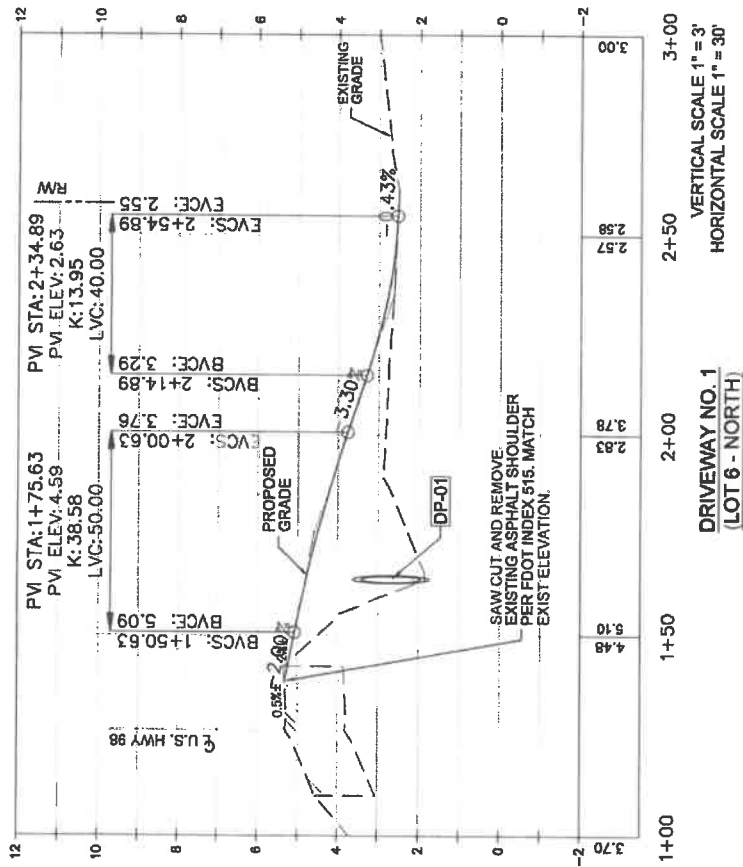
DRIVEWAY NO. 2
(LOT 7 - SOUTH)
SCALE: 1" = 30'

SCALE: 1" = 30'

SCALE: 1" = 30'		CEB 00070704	
DRIVEWAY SITE PLAN		DATE	DECEMBER 2010
RESERVE ON SAINT JOSEPH BAY		PROJECT NO.	50119033
PORT ST. JOE		SCALE	1" = 30'
GULF COUNTY, FLORIDA		DRAWN BY	MAURICE J. JACQUES
		SHEET	C3


Dewberry.

203 Aberdeen Parkway, Panama City, FL 32405
850.522.0844, www.dewberry.com



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 Dewberry 203 Aberdeen Parkway, Panama City, FL 32405 850.522.0644, www.dewberry.com		DRIVEWAY PROFILES RESERVE ON SAINT JOSEPH BAY PORT ST. JOE GULF COUNTY, FLORIDA		E&M 0007794 PROJECT NO. 50119033 DATE DECEMBER 2019 SCALE: AS SHOWN SHEET NO. C4 APPROVED: JAH/URST	
PREPARED BY: JAH/URST CHECKED BY: JAH/URST DATE: 12/1/19					
REVISIONS:					
NO.	DATE	BY	REVISION		
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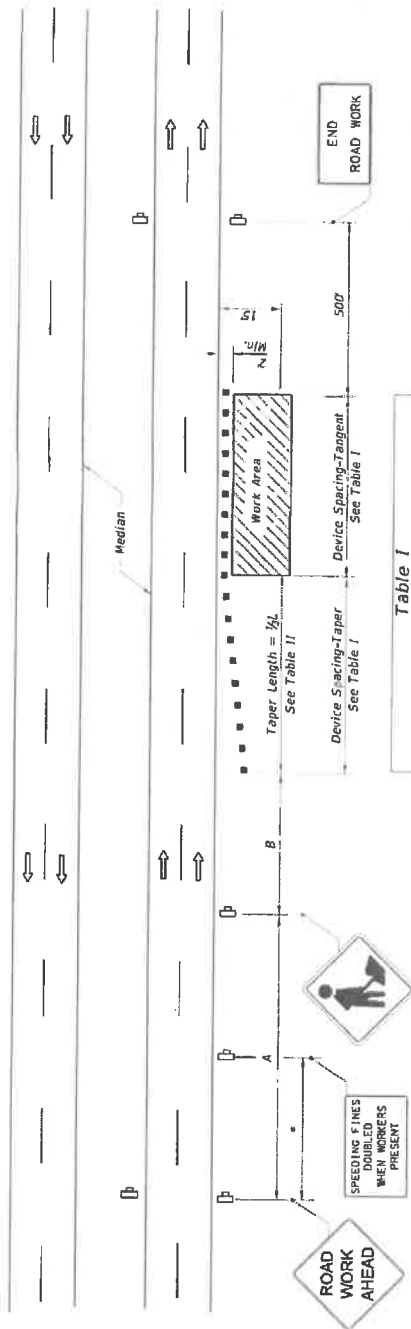


Table II
Taper Length - Shoulder

Speed (mph)	8'	10'	12'
	Shldr. + Shldr.	Shldr.	Shldr.
25	28	35	42
30	40	50	60
35	55	68	82
40	72	90	107
45	120	150	180
50	133	167	200
55	147	183	220
60	160	200	240
65	173	217	260
70	187	233	280

Notes:
1/2 L = minimum shoulder width.
8' = minimum shoulder width.

Table I
Device Spacing

Speed (mph)	Max. Distance Between Devices (ft.)		
	Cones or Tubular Markers	Baricades or Vertical Panels or Drums	Taper
25	25	50	50
30 to 45	25	50	30
50 to 70	25	50	50

DISTANCE BETWEEN SIGNS

Speed	Spacing (ft.)
40 mph or less	200
45 mph	350
50 mph or greater	500

* 250' beyond the ROAD WORK AHEAD sign or midway between signs whichever is less.

GENERAL NOTES

- When a high volume of work vehicles are entering and leaving the Work Area at speeds slower than 10 MPH below the posted speed, place an M07-5-06 sign in the ROAD WORK AHEAD sign location and shift the ROAD WORK AHEAD sign upstream 500 ft.
- This TCZ plan also applies to work performed in the median more than 2' but less than 15' from the edge of travelway.
- When work is being performed on a multilane undivided roadway the signs normally mounted in the median (as shown) shall be omitted.
- WORKERS signs to be removed or fully covered when no work is being performed.
- SHOULDER WORK sign may be used as an alternate to the WORKER symbol sign.
- When a side road intersects the highway within the TTC zone, additional TTC devices shall be placed in accordance with other applicable TTC Indexes.
- For general TCZ requirements and additional information, refer to Index No. 600.

DURATION NOTES

- Signs and channelizing devices may be omitted if all of the following conditions are met:
 - Work operations are 60 minutes or less.
 - Vehicles in the work area have high-intensity, rotating, flashing, oscillating, or strobe lights operating.

CONDITIONS

WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCRUSCH THE AREA CLOSER THAN 15' BUT NOT CLOSER THAN 2' TO THE EDGE OF TRAVEL WAY.

SYMBOLS

- Work Area
- Channelizing Device (See Index No. 600)
- Work Zone Sign
- Lane Identification + Direction of Traffic

DESCRIPTION:

LAST REVISION
07/01/15

FDOT 2016
DESIGN STANDARDS

MULTILANE, WORK ON SHOULDER

INDEX NO.
612

SHEET NO.
1 of 1

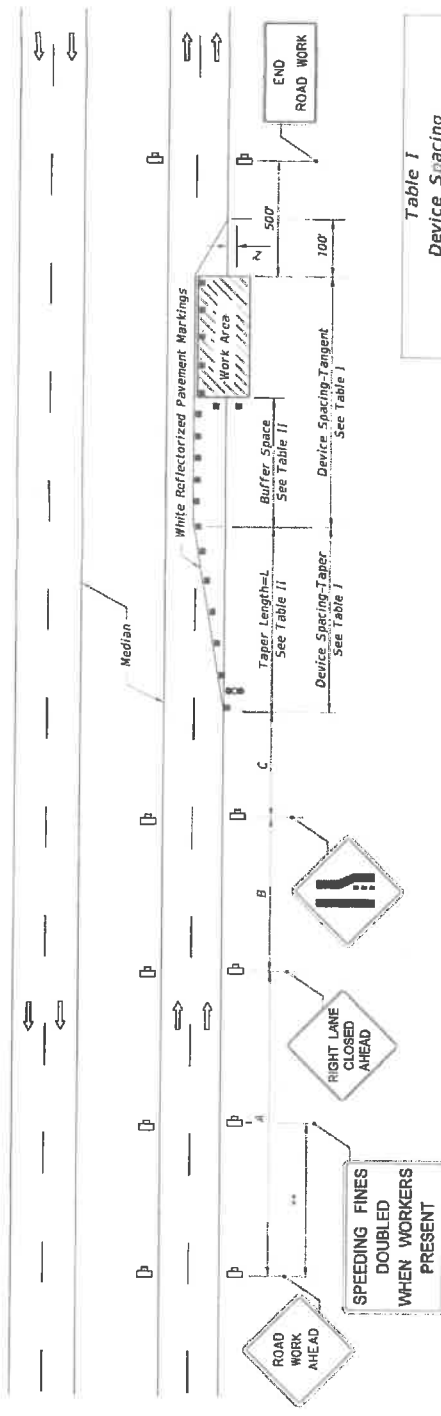


Table II
Buffer Space and Taper Length

Speed (mph)	Buffer Space (ft.)	Taper Length (ft.)	Notes (Merge)
25	155	125	
30	200	180	
35	250	245	
40	305	320	
45	360	400	
50	425	500	
55	495	600	
60	570	720	
65	645	840	
70	730	960	

When Buffer Space cannot be attained due to geometric constraints, the greatest attainable length shall be used, but not less than 200 ft.

For lateral transitions other than 12°, use Where:

L = Length of taper in feet
W = Width of lateral transition in feet
S = Posted speed limit (mph)

Table I
Device Spacing

Speed (mph)	Max. Distance Between Devices (ft.)	Cones or Type I or Type II	Barricades or Vertical	Panel or Drums	Taper	Tangent
25	25	50	25	50	50	50
30 to 45	25	50	30	50	50	50
50 to 70	25	50	50	50	50	100

GENERAL NOTES

1. Work operations shall be confined to one traffic lane, leaving the adjacent lane open to traffic.
2. On undivided highways the median signs as shown are to be omitted.
3. When work is performed in the median lane on divided highways, the channelizing device plan is inverted and left lane closed and lane ends signs substituted for the right lane closed and lane end signs.

The same applies to undivided highways with the following exceptions:

- a. Work shall be confined within one median lane.
- b. Additional barricades, cones, or drums shall be placed along the centerline abutting the work area and across the trailing end of the work area.

When work on undivided highways occurs across the centerline so as to encroach on both median lanes, the inverted plan is applied to the approach of both roadways.

4. Signs and traffic control devices are to be modified in accordance with INTERMITTENT WORK STOPPAGE details (sheet 2 of 2) when no work is being performed and the highway is open to traffic.
5. The two channelizing devices directly in front of the work area may be omitted provided vehicles in the work area have high-intensity rotating, flashing, oscillating, or strobe lights operating.

SYMBOLS

- Work Area
 - Channelizing Device (See Index No. 600)
 - Work Zone Sign
 - Advance Warning Arrow Board
6. When gaped shoulders having a width of 8 ft. or more are closed, channelizing devices shall be used to close the shoulder in advance of the merging taper to direct vehicular traffic to remain within the travel way. See Index No. 612 for shoulder taper formulas.
 7. When a side road intersects the highway within the TTC zone, additional TTC devices shall be placed in accordance with other applicable TTC indexes.
 8. This TCZ plan does not apply when work is being performed in the middle lane(s) of a six or more lane highway. See Index No. 614.
 9. For general TCZ requirements and additional information, refer to Index No. 600.

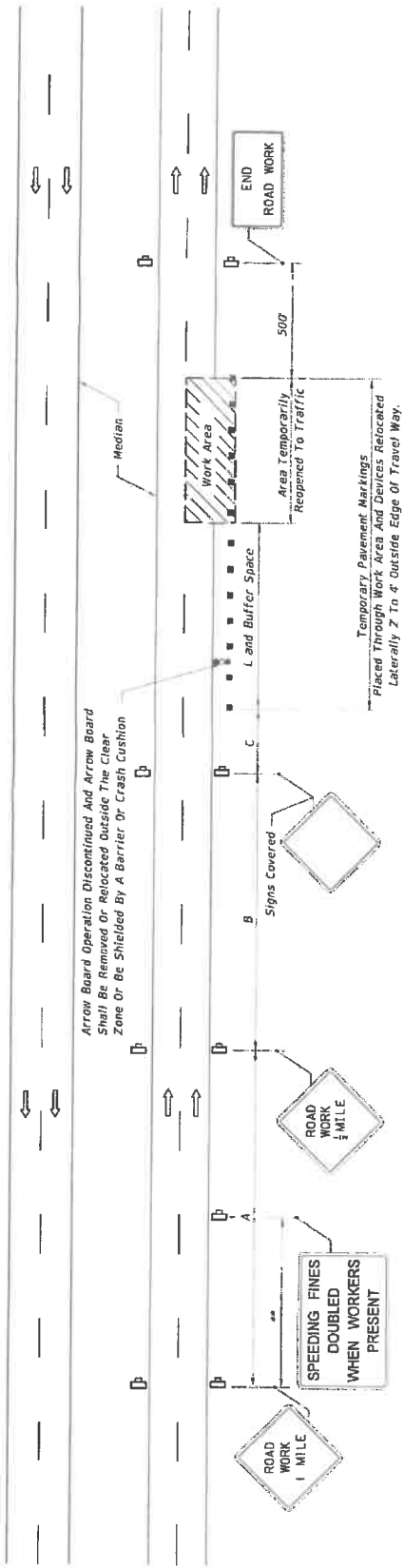
DURATION NOTES

1. Temporary white edgeline may be omitted for work operations less than 3 consecutive calendar days.
2. For work operations up to approximately 15 minutes, signs, channelizing devices, arrow board, and buffer space may be omitted if all of the following conditions are met:
 - a. Speed limit is 45 mph or less.
 - b. No sight obstructions to vehicles approaching the work area for a distance equal to the buffer space and the taper length combined.
 - c. Volume and complexity of the roadway has been considered.
 - d. The closed lane is occupied by a class B or larger, medium duty truck(s) with a minimum gross weight vehicle rating (GVWR) of 15,000 lb with high-intensity, rotating, flashing, oscillating, or strobe lights mounted above the cab height and operating.
3. For work operations up to 60 minutes, arrow board and buffer space may be omitted if conditions a, b, and c in DURATION NOTE 2 are met, and vehicles in the work area have high-intensity, rotating, flashing, oscillating, or strobe lights operating.

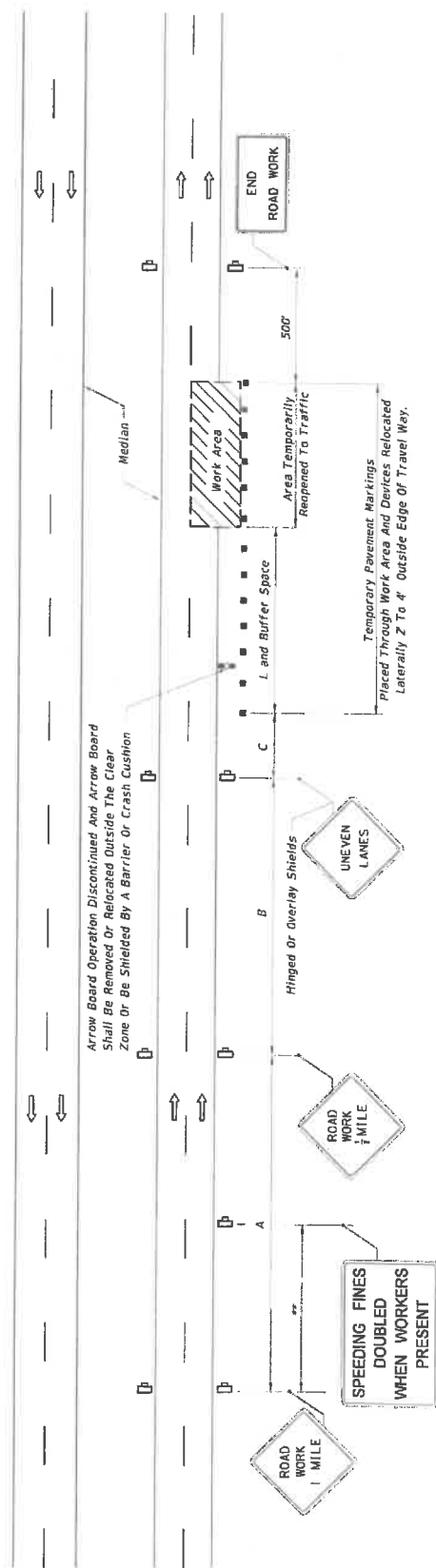
CONDITIONS

WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCRUSH ON THE LANE ADJACENT TO EITHER SHOULDER AND THE AREA 2' OUTSIDE THE EDGE OF TRAVEL WAY.

LAST REVISION	DESCRIPTION
07/01/15	



EVEN PAVEMENT



UNEVEN PAVEMENT

INTERMITTENT WORK STOPPAGE - LANE REOPENED TO TRAFFIC

LAST REVISION
07/01/15

DESCRIPTION:



2016
DESIGN STANDARDS

MULTILANE, WORK WITHIN TRAVEL WAY
MEDIAN OR OUTSIDE LANE

INDEX
NO. 613

SHEET
NO. 2 of 2

DRAFT

LEASE AGREEMENT

THIS AGREEMENT entered into as of March 1, 2020 by and between GULF DISTRICT SCHOOLS, hereinafter referred to as "Lessor", and CITY OF PORT ST. JOE, a Florida municipal corporation, hereinafter referred to as "Lessee".

RECITALS

WHEREAS, Lessor is the owner of a certain real property located in Port St. Joe, Gulf County, Florida; and

WHEREAS, Lessor intends to lease said property to Lessee, and Lessee intends to lease said property and improvements, subject to the terms of this lease; and

WHEREFORE, for consideration, the value and sufficiency of which is hereby acknowledged, and in further consideration of the mutual covenants contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

**ARTICLE 1
PREMISES**

1.1 Physical Location: Lessor hereby leases to the Lessee, and Lessee hereby takes and hires from Lessor, subject to the terms and conditions contained in this Lease, that certain real property located in Port St. Joe, Gulf County, Florida more particularly described to wit:

The area within Lamar Faison Field in which the Tennis Courts are located. More specifically the area which is contained within the chain link fence.

**ARTICLE 2
PURPOSE OF THE LEASE**

Lessee shall have exclusive possession of the premises, and all rights, privileges and appurtenances belonging thereto for the term of this lease, and any renewal or extension thereof, Lessee shall use and occupy the premises for public use as tennis courts. The Lessee shall restrict its use to such purposes and shall not permit the use of the premises for any other purpose.

**ARTICLE 3
TERM**

3.1 Term: The term of this lease shall be twenty (20) years beginning March 1, 2020 through February 28, 2040.

3.2 Possession Date: Lessee shall take possession of the leased premises on March 1, 2020 upon the execution of this Lease Agreement and payment of the rent for the entire lease term (see below) and any certificates of insurance required under the Lease.

ARTICLE 4 RENT

The yearly rent for the leased premises is \$ 1.00 (one dollar). All of which being due upon execution of this Lease. The rental payment will not include sales and use tax as the Lessee is a tax-exempt municipal corporation.

ARTICLE 5 SECURITY DEPOSIT

5.1 Amount of Security Deposit: No security deposit is required under this Lease.

ARTICLE 6 UTILITIES, TAXES AND OTHER CHARGES

6.1 Utilities: At the inception of the Lease there are no utilities provided for the premises, however, if lights are eventually added the Lessee shall have the account placed in its name and will be responsible for paying for said utilities for the term of the Lease, or any renewal or extension thereof.

6.2 Taxes:

Personal Property Tax: N.A.

Sales & Use Tax: As stated earlier, Lessee shall not pay sales tax arising from the rent payable under this Lease to the Lessor.

ARTICLE 7 Conditions, Care and Repairs

7.1 Conditions: Lessee hereby accepts the premises in the condition they are in at the beginning of the Lease and agrees to maintain said premises in the same condition, order and repair as they are at the commencement of said term, excepting only reasonable wear and tear arising from the permitted use thereof under this Lease.

Lessee accepts the premises without warranty, either express or implied, as to the conditions or repair thereof. Lessee represents and acknowledges that it has inspected the premises and is fully aware of the condition thereof.

7.2 Care of Premises: Lessee, at its expense, when applicable, shall be responsible for the maintenance required to maintain the premises in its current condition.

7.3 Alterations: Any improvements or alterations made to the premises must be constructed and performed in a good and workmanlike manner at Lessee's sole expense and with the express written consent of the Lessor. Any improvements made to the premises shall become the property of the Lessor upon the expiration of the Lease term.

ARTICLE 8

Surrender of Premises

Lessee shall peaceably and quietly surrender the premises at the end of the Lease term or any extension or renewal thereof, and shall deliver the premises to the Lessor in the same condition as when Lessee took possession, allowing for reasonable use and wear, and damage by acts of God, including fires and storms, and alterations by Lessee which are permitted hereunder. Upon Lease termination the Lessee shall be responsible at its expense to remove all signage in accordance with all Federal, State and Local laws, rules, regulations and ordinances.

ARTICLE 9

Waste, Nuisance, and Unlawful or Dangerous Activity

9.1 Waste or Nuisance: Lessee shall not allow any waste or nuisance on the premises.

9.2 Unlawful Activities: Lessee shall neither use nor occupy the premises or any part thereof for any unlawful, disreputable, or ultra hazardous business purposes nor operate or conduct its business in a manner constituting a nuisance of any kind. Lessee shall immediately, on discovery of any unlawful, disreputable or ultra hazardous use, take appropriate action to halt such activity.

9.3 Compliance with Law: Lessee shall comply with all Federal, State, and Local laws, ordinances, rules and/or regulations applicable to the use and occupancy of the premises by Lessee and the business therein conducted by the Lessee as such laws, ordinances, and/or regulations are promulgated by the public authorities having jurisdiction over the Lessee, the premises, and/or the business of the Lessee.

ARTICLE 10

Covenants of Quiet Enjoyment

Provided that the rents and other amounts are paid in the manner and at the time prescribed, and all the covenants, conditions, and warranties herein are fulfilled and performed, Lessee shall lawfully and peaceably have, hold, possess, use and occupy the premises during the term hereby granted, without hindrance, disturbance, or molestation from Lessor or from persons claiming by, through or under Lessor, except as specifically provided for herein, Lessor hereby warrants to defend Lessee against the lawful claims of all persons against the premises and property hereby demised.

ARTICLE 11

Insurance

11.1 Liability Insurance: Lessee shall obtain general liability insurance for the premises in the amount that the Lessee customarily insures like properties. Lessor shall be listed as an additional insured on said policy. Lessee agrees that it shall hold Lessor harmless from any liability stemming from the Lessee's use of the property and will indemnify and defend Lessor against any such liability associated with the Lessee's use of the premises.

ARTICLE 12

Sublease

12.1 Sublease: The Lessee shall not have the right to sublease the Leased Premises, or any part thereof, or any right or privilege connected therewith, without the express written consent of the Lessor.

ARTICLE 13

Default

Each of the following events shall constitute a default by Lessee:

- a. If Lessee's interest in the Lease, or any portion thereof, is assigned or sublet, without the written consent of the Lessor. This includes any involuntary assignment through the operation of any other instrument to which the Lessee is a party with any other individual or business entity.
- b. If Lessee violates any provision of Article 14 relative to construction liens.
- g. If Lessee shall fail to perform or comply with any of the conditions of this Lease and if the non-performance shall continue for a period of 90 (ninety) days after written notice thereof has been delivered by Lessor to Lessee.

ARTICLE 14

Construction Liens

14.1 Lessor's Interest Not Subject to Liens: The interests of Lessor shall not be subject to liens for improvements contracted for or made by or on behalf of the Lessee, or parties claiming by, through or under Lessee. The interests of Lessor in the premises shall not be subject to a lien for any improvements made by the Lessee, or for any work done or materials furnished to the premises, at Lessee's request, and Lessee shall notify any contractor employed by Lessee to do work on or furnish materials to the premises, prior to Lessee's entering into a contract with any such contractors, that the interest of the Lessor under the Lease is not subject to a lien, and the failure of the Lessee to so notify any contractor, at the option of the Lessor, shall be deemed a default hereunder.

14.2 Transfer or Release: In the event that any claim of lien is filed for any improvements by Lessee, or for any work done or materials furnished to the premises at Lessee's request, Lessee shall, within 30 (thirty) days of receipt of notice of any such claim of lien, transfer said lien to security in accordance with the provisions of Section 713.24 Florida Statutes (or any successor statute) or cause a release or satisfaction of lien to be recorded in the Public Records of Columbia County, Florida, totally releasing the premises therefrom. Failure to so transfer or discharge any such lien within the time frame provided shall be deemed as a default hereunder.

ARTICLE 15
Miscellaneous

16.1 Entire Lease: This Lease with exhibits represents the entire understanding and agreement between the parties and supercedes all other negotiations, understandings and representations made by and between the parties.

16.2 Amendments: The provisions of this Lease may not be amended, supplemented, waived or in any way changed unless done so in writing and signed by both parties.

16.3 Binding Effect: All of the terms and provisions of this Lease are binding upon and inure to the benefit of and are enforceable by the parties and their respective administrators, executors, legal representatives, heirs, successors and permitted assigns.

16.4 Notices: All notices, requests, consents, and other communications required or permitted to be given under this Lease will be in writing and shall be sent by certified mail, postage prepaid, return receipt requested, or shall be hand delivered or delivered by recognized national overnight courier service, addressed as follows;

Lessor: Gulf District Schools
Att: Superintendent

Lessee: City of Port St. Joe
Att: City Manager

or to any other address or addresses as any party may designate from time to time by notice given in accordance with this section.

16.5 Headings: The headings contained in this Lease are for convenience of reference only, and do not limit or otherwise affect in any way the meaning or interpretation of the Lease.

16.6 Severability: If any provision of this Lease is deemed to be unlawful and as such unenforceable as a matter of law by a court of competent jurisdiction then that provision will be severed from the Lease and the remainder of the Lease will remain in full force and effect.

16.7 Waivers: The failure or delay of any party at any time to require performance by another party of any provision of this Lease, even if known, will not affect the right of that party to require performance of that provision or to exercise any right, power or remedy, and any waiver by any party of any breach of any provision of this Lease should not be construed as a waiver of any continuing or succeeding breach of the provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Lease. No notice to or demand on any party in any case will, of itself entitle a party to any other or further notice or demand in similar or other circumstances.

Furthermore, the acceptance of any rent or any other sum due hereunder, or partial payment of same, by Lessor, shall not constitute a waiver of any preceding default by Lessee of any term, covenant, or condition of this Lease, regardless of Lessor's knowledge of such preceding breach at the time Lessor accepted such rent or other sum, nor waiver of the right to receive full payment of said amount, nor shall any endorsement or statement in any check or letter accompanying any payment of rent or other sum due hereunder be deemed an accord and satisfaction, and Lessor may accept such payment without prejudice to Lessor's right to recover the balance of such rent or other sum due hereunder, or to pursue any other remedy provided herein.

16.8 Jurisdiction and Venue: The parties hereby irrevocably and unconditionally agree that any suit, action or legal proceeding arising out of or relating to this Lease will be brought in the courts of the State of Florida and venue shall lie in Gulf County, Florida.

16.9 Governing Law: This Lease and all transactions contemplated by this Lease will be governed by and construed and enforced in accordance with the Laws of the State of Florida.

16.10 Enforcement of Costs: If any legal action or other proceeding is brought for the enforcement of this Lease, or because on an alleged dispute, breach, default or misrepresentation in connection with any provision of this Lease, the successful or prevailing party will be entitled to recover reasonable attorneys' fees, court costs and all expenses even if not taxable as court costs, including, without limitation, all such fees, costs and expenses incident to appeals or declaratory actions, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

16.11 Remedies Cumulative: No remedy in this Lease conferred upon any party is intended to be exclusive of any other remedy, and each and every remedy will be cumulative and will be in addition to every other remedy given here or now existing in the future at law or in equity or by statute or otherwise. No single or partial exercise of any right, power or remedy will preclude any other.

16.12 Independent Counsel: The parties here have received independent advice and counseling regarding the preparation and subject of this Lease and all the terms, provisions and conditions it contains. This Lease shall not be construed more strongly against either party, regardless of whom is determined to be the drafter hereof.

16.13 Time is of the Essence: The parties agree and acknowledge that time shall be of the essence under this Lease.

16.14 E-Mail and/or Facsimile Signature: An E-mail or Facsimile signature will be deemed as an original signature for all purposes, including the enforcement of the terms and provisions set forth herein.

Executed on this the _____ day of _____ 2020 to take effect as of the date first above written.

CITY OF PORT ST. JOE
Lessee

BY: _____
REX BUZZETT
MAYOR
Date _____

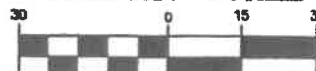
ATTEST: _____
Charlotte M. Pierce
City Clerk
Date _____

GULF DISTRICT SCHOOLS
Lessor

BY: _____
JIM NORTON
SUPERINTENDENT
Date _____

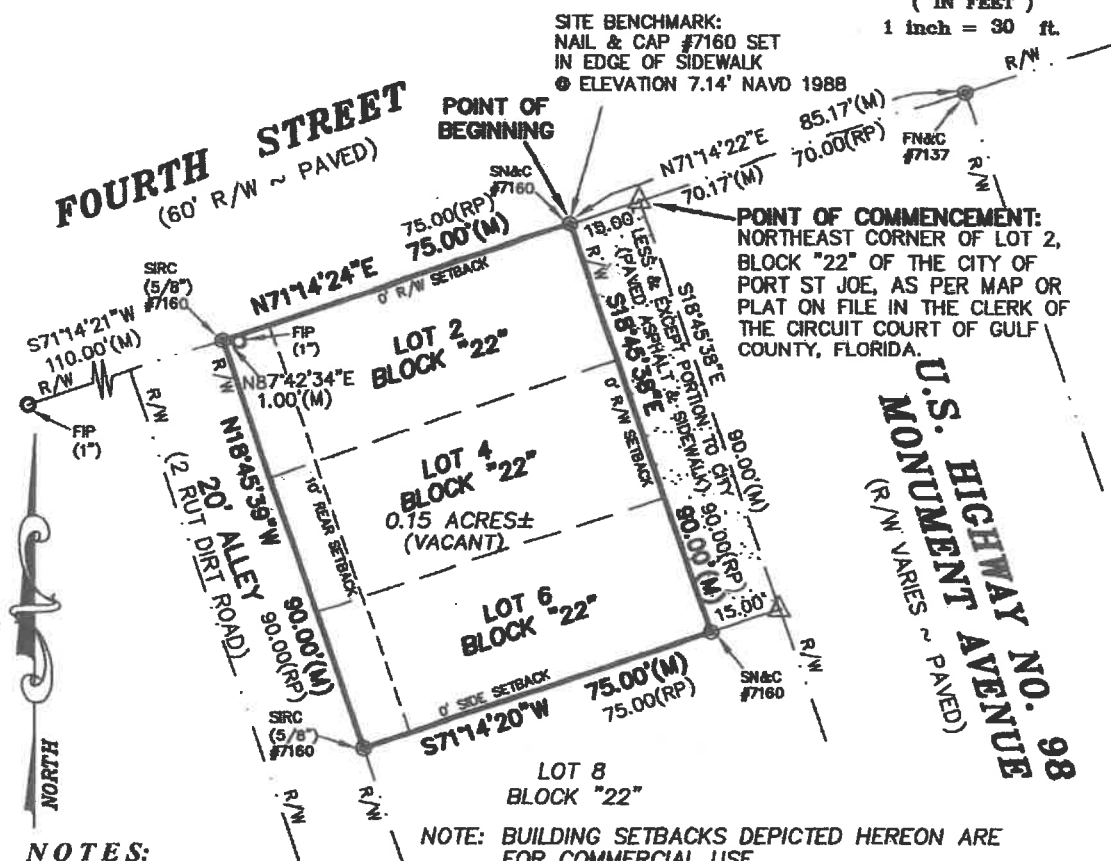
**PLAT OF BOUNDARY SURVEY CERTIFIED TO:
BIG FISH**

GRAPHIC SCALE



(IN FEET)

1 inch = 30 ft.



NOTES:

NOTE: BUILDING SETBACKS DEPICTED HEREON ARE FOR COMMERCIAL USE.

1. SURVEY SOURCE: Record plat, record deed and a field survey performed by the undersigned surveyor.
2. BEARING REFERENCE: Based on Florida Grid North datum.
3. NO IMPROVEMENTS have been located in this survey other than shown hereon.
4. There are NO VISIBLE ENCROACHMENTS other than those shown hereon.
5. This survey is dependent upon EXISTING MONUMENTATION.
6. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
7. See attached sheet for LEGAL DESCRIPTION.
8. ALL SETBACKS are to be verified with Gulf County Building Department prior to any on site construction

EFFECTIVE FLOOD ZONE INFORMATION:

Subject property is located in Zones "AE (EL 8 & 9)" as per Flood Insurance Rate Map Community Panel No:120099 0333G, index date: April 16, 2009, Gulf County, Florida.

I hereby certify that this was performed under my responsible direction and supervision and the plat and description are true and accurate to the best of my knowledge and belief. The survey meets or exceeds the standards for practice for land surveying as established by the Florida Board of Professional Surveyors and Mappers (F.A.C. SJ-17.051/052).

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

JAMES T. RODDENBERRY
Surveyor and Mapper
Florida Certificate No: 4281

LEGEND

M	MEASURED
RP	RECORD PLAT
FIRC	FOUND IRON ROD AND CAP
FIP	FOUND IRON PIPE
SIRC	SET (5/8") IRON ROD AND CAP #7160
FCM	FOUND CONCRETE MONUMENT
FN&C	FOUND NAIL & CAP
SN&C	SET NAIL & CAP #7160
R/W	RIGHT-OF-WAY
—	NOT TO SCALE
△	POINT NOT SET OR FOUND

PRELIMINARY FLOOD ZONE INFORMATION:

Subject property is located in Zones "AE (EL 9 & 10)" as per Flood Insurance Rate Map Community Panel No:120099 0333H, index date: May 02, 2016, Gulf County, Florida.

TR & A

THURMAN RODDENBERRY & ASSOCIATES, INC

PROFESSIONAL SURVEYORS AND MAPPERS

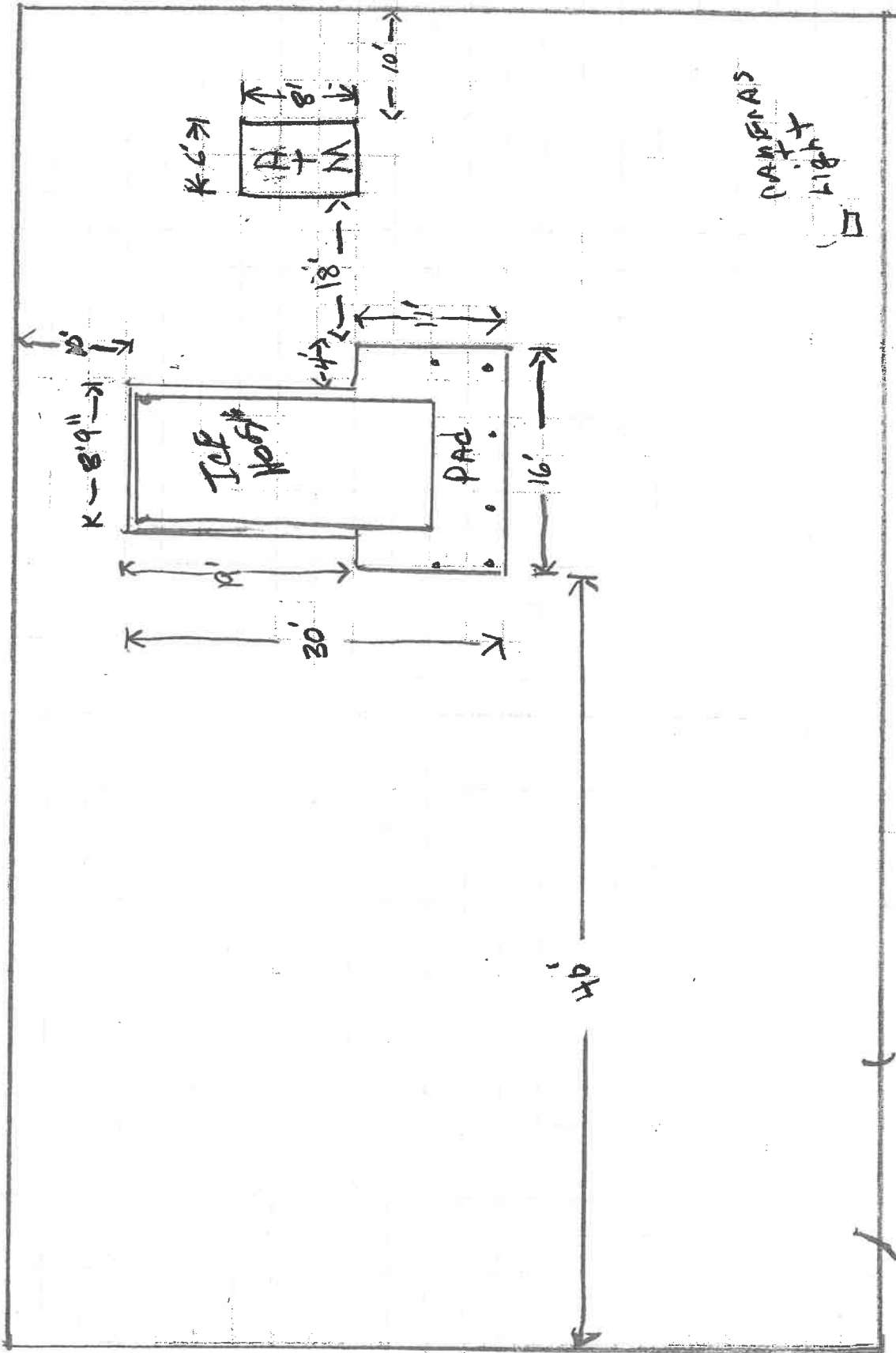
P.O. BOX 100 • 125 SHELTON STREET • SOPCHOPPY, FLORIDA 32358

PHONE NUMBER: 850-962-2528 FAX NUMBER: 850-962-1181

LAB # 7160

DATE: 04/24/18	DRAWN BY: BB	PLS. PER PLAT	COUNTY: GULF
FILE: 19264.DWG	DATE OF LAST FIELD WORK: 04/23/18	JOB NUMBER: 18-284	

ALLEY



Hwy 98

LEASE AGREEMENT

THIS AGREEMENT is entered into as of the day of _____, 2020, by and between the CITY OF PORT ST. JOE, FLORIDA, a municipal corporation organized under the laws of the State of Florida, hereinafter referred to as "PSJ" and the ST. JOSEPH HISTORICAL SOCIETY, a Florida Not for Profit Corporation, hereinafter referred to as "SJHS".

RECITALS

WHEREAS, PSJ is the owner of a certain real property and improvements located in Port St. Joe, Gulf County, Florida; and

WHEREAS, PSJ intends to lease said property and improvements to SJHS, and SJHS intends to lease said property and improvements, subject to the terms of this lease; and

WHEREFORE, for consideration, the value and sufficiency of which is hereby acknowledged, and in further consideration of the mutual covenants contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE 1 **PREMISES**

1.1 Physical Location: PSJ hereby leases to the SJHS, and SJHS hereby takes and hires from PSJ, that certain real property located in Port St. Joe, Gulf County, Florida more particularly described as The Lighthouse Keeper's Quarters known as "Eglin and Sleeping Beauty Houses, The Lighthouse, and Oil House" located in George Core Park. The premises includes these buildings with all the improvements and fixtures erected or installed thereon, subject to the terms and conditions contained in this Lease.

ARTICLE 2 **PURPOSE OF THE LEASE**

SJHS shall have exclusive possession of the premises, and all rights, privileges and appurtenances belonging thereto for the term of this lease, and any renewal or extension thereof, SJHS shall use and occupy the premises for the specific purpose of operating The Cape San Blas Lighthouse Complex and all reasonable purposes incidental thereto. SJHS shall comply with the "Program of Utilization" as set forth in the City's application for being granted the property in question submitted to the United States Department of Interior and the National Park Service, which was formally made a part of the City's deed for the subject property and which is hereby incorporated into and made a part of this agreement and is attached hereto. SJHS shall restrict its use to such purposes and shall not permit the use of the premises for any other purpose without the prior written consent of PSJ.

ARTICLE 3

TERM

3.1 Term: The term of this lease shall be 25 (twenty-five) years beginning _____, 2020, through _____, 2045, subject to early termination as provided for below.

3.2 Possession Date: SJHS shall take possession of the leased premises on March 1, 2020 upon the execution of this Lease Agreement and any certificates of insurance required under the Lease.

ARTICLE 4

RENT

The monthly rent for the leased premises is \$0.

ARTICLE 5

UTILITIES, TAXES AND OTHER CHARGES

5.1 Utilities: SJHS will have all utilities, with the exception of water and sewer, furnished to the premises put in SJHS's name and will be responsible for paying for said utilities for the term of the Lease, or any renewal or extension thereof, including, without limitation, electricity, gas, television and telephone services including internet.

5.2 Taxes:

Personal Property Tax: SJHS shall be solely responsible for the filing of all personal property tax returns, if necessary, for the premises for the duration of the Lease and any renewal or extension thereof and will be solely responsible for the payment of said personal property taxes when due.

Sales & Use Tax: SJHS shall be responsible for the collection and subsequent payment of all sales tax associated with its business sales and in no way shall PSJ be responsible for any such sales tax.

ARTICLE 6

Conditions, Care and Repairs

6.1 Conditions: SJHS hereby accepts the premises in the condition they are in at the beginning of the Lease and agrees to maintain said premises in the same condition, order and

repair as they are at the commencement of said term, excepting only reasonable wear and tear arising from the permitted use thereof under this Lease and excepting any damage for which PSJ is obligated to repair.

SJHS accepts the premises without warranty, either express or implied, as to the conditions or repair thereof. SJHS represents and acknowledges that it has inspected the premises and is fully aware of the condition thereof.

6.2 Care of Premises: PSJ, at its expense, shall be responsible for the maintenance required to maintain the Electrical Panel Service, HVAC System, Septic/Sewer System, Hot Water System, Water Service and Roof.

6.3 Repairs: PSJ shall be responsible for structural, roof, HVAC, electrical or major plumbing repairs unless any repair that may be needed as a result of or caused by the intentional act or negligence of SJHS or any person in its employ or control.

SJHS shall not make any alterations or improvements to the interior or exterior of the building located on the leased premises without the express written approval of PSJ. Any improvements or alterations made to the building, with PSJ's consent, must be constructed and performed in a good and workmanlike manner at SJHS expense. Any improvements made to the premises which are attached to the premises so that they cannot be removed without injury to the premises, shall become the property of PSJ upon the expiration of the Lease term.

ARTICLE 7

Surrender of Premises

SJHS shall peaceably and quietly surrender the premises at the end of the Lease term or any extension or renewal thereof, and shall deliver the premises to PSJ in the same condition as when SJHS took possession, allowing for reasonable use and wear, and damage by acts of God, including fires and storms and alterations by SJHS which are permitted hereunder. Upon Lease termination the SJHS shall be responsible at its expense to remove all signage in accordance with all Federal, State and Local laws, rules regulations and ordinances.

Should SJHS continue to occupy the premises after expiration of the term of this Lease, or after a forfeiture is incurred, such tenancy shall (without limitation on any of PSJ's rights or remedies therefore) be at sufferance from month to month at a minimum monthly rent equal to the amount of rent paid for the last month of the Lease term, until a new Lease is negotiated or SJHS surrenders premises.

ARTICLE 8
Waste, Nuisance, and Unlawful or Dangerous Activity

8.1 Waste or Nuisance: SJHS shall not allow any waste or nuisance on the premises.

8.2 Unlawful Activities: SJHS shall neither use nor occupy the premises or any part thereof for any unlawful, disreputable, or ultra hazardous business purposes nor operate or conduct its business in a manner constituting a nuisance of any kind. SJHS shall immediately, on discovery of any unlawful, disreputable or ultra hazardous use, take appropriate action to halt such activity.

8.3 Compliance with Law: SJHS shall comply with all Federal, State, and Local laws, ordinances, rules and/or regulations applicable to the use and occupancy of the premises by SJHS and the business therein conducted by the SJHS as such laws, ordinances, and/or regulations are promulgated by the public authorities having jurisdiction over the SJHS, the premises, and/or the business of the SJHS.

ARTICLE 9
Covenants of Quiet Enjoyment

Provided that the rents and other amounts are paid in the manner and at the time prescribed, and all the covenants, conditions, and warranties herein are fulfilled and performed, SJHS shall lawfully and peaceably have, hold, possess, use and occupy the premises during the term hereby granted, without hindrance, disturbance, or molestation from PSJ or from persons claiming by, through or under PSJ, except as specifically provided for herein, PSJ hereby warrants to defend SJHS against the lawful claims of all persons against the premises and property hereby demised.

ARTICLE 10
Insurance

10.1 Worker's Compensation: If the operation of the SJHS's business conducted on the premises requires the SJHS to provide worker's compensation insurance under the laws of the State of Florida, the SJHS shall provide said insurance to all employees required at all times during the term of this Lease. PSJ shall be included on the policy as an additional insured.

10.2 Personal Property Insurance: It shall be the SJHS's option to obtain fire and casualty insurance on any of its personal property located on the premises.

10.3 Liability Insurance: SJHS shall maintain Liability Insurance for their use of the premises with policy limits of at least \$1,000,000 and PSJ shall be listed as an additional insured.

10.4 Notices: All insurance policies required to be carried under this Lease by or on behalf of PSJ or SJHS shall provide (and any certificate evidencing the existence of any insurance policies, shall certify) that: unless both parties shall be given 10 (ten) days written notice of any cancellation of failure to renew, or a material change to, the policies, as the case may be, (1) the insurance shall not be canceled and shall continue in full force and effect, (2) the insurance carrier shall not fail to renew the insurance policies for any reason, and (3) no material change may be made in an insurance policy. As used in this Lease, the term "insurance policy" shall include any extensions or renewals of an insurance policy.

10.5 Increased Risk: SJHS shall not use the premises in any manner that will increase risks covered by insurance on the premises and result in an increase in the rate of insurance or a cancellation of any insurance policy, provided that the SJHS shall not be responsible for any increased premium resulting from the permitted uses of the premises under this Lease.

SJHS shall not keep, use, or sell anything prohibited by any policy of fire or casualty insurance covering the premises, and shall comply with all requirements of the insurers applicable to the premises necessary to keep in force the fire, casualty and liability insurance.

ARTICLE 11

PSJ's Right To Perform Covenants

SJHS agrees that in the event SJHS fails to cure any breach of the terms and conditions of this Lease (other than the payment of rent) including, without limitation, the obligation to maintain insurance, pay sales taxes, or make repairs, after notice by PSJ and expiration of the applicable grace period, if any, then PSJ may, but is not obligated to do so, and without further notice to or demand upon SJHS and without waiving or releasing SJHS from any obligation of the SJHS under this Lease, cure such breach by advancing the sums necessary or taking such required action. All sums paid by PSJ hereunder and all necessary and incidental costs and expenses including, without limitation, attorneys' fees in connection with the performance of any such act by PSJ, together with interest at the maximum rate permitted by law from the date of advancement until repaid, shall be payable by SJHS within 10 (ten) days of PSJ's written demand. The rights of PSJ under this Article 11 are in addition to any other remedies granted to PSJ under this Lease.

ARTICLE 12

Destruction

12.1 Partial Destruction: Partial destruction of the building(s) and improvements located on the premises shall not render this Lease void or voidable, nor terminate it except

as herein provided. If the building and the improvements located on the premises are partially destroyed during the term of the Lease, PSJ shall, at PSJ's sole expense, repair them when such repairs can be made in conformity with governmental laws and regulations.

Commencing on the date of destruction, rent payable hereunder will be reduced proportionately to the extent to which the repair operations interfere with business conducted on the premises by SJHS. If the repairs are not commenced within 45 (forty-five) days of the date of the destruction and completed within 120 (one-hundred twenty) days, either PSJ or SJHS shall have the option to terminate this Lease. In the event that the Lease is not terminated, PSJ shall complete the repairs to the premises as provided herein above, and the rent to be paid hereunder shall be reduced proportionately to the extent to which the repair operations interfere with the business conducted on the premises by the SJHS, until such time as the repairs have been completed. Notwithstanding the foregoing, the cost of the repairs shall be paid from the insurance proceeds and PSJ shall be under no obligation to make repairs, the cost of which exceeds the insurance proceeds actually paid.

12.2 Total Destruction: Should the building(s) and improvements located on the premises be destroyed to the extent that:

- (i) the premises are rendered unsuitable for the SJHS's business;
- (ii) repairs to said building(s) and improvements cannot be accomplished within a commercially reasonable period; and
- (iii) repairs to said building(s) and improvements will cost 50% (fifty percent) or more of the total replacement cost for such building(s) and related structures, the Lease shall be terminated and both parties released from further liability thereunder, except as to already accrued up to the time of such destruction.

ARTICLE 13

Sublease

13.1 Sublease: The SJHS shall not have the right to sublease the Leased Premises, or any part thereof, or any right or privilege connected therewith, or allow any other person except agents, employees and/or patrons of SJHS to occupy the premises or any part thereof without first obtaining the written consent of PSJ. A consent by PSJ shall not be a consent to a subsequent assignment, sublease, or occupation by other persons of the premises. An authorized assignment, sublease, or license to occupy the premises by SJHS shall void and terminate the Lease at the option of PSJ.

ARTICLE 14

Default

Each of the following events shall constitute a default by SJHS:

- a. If involuntary proceedings under any bankruptcy law or insolvency act shall be instituted against SJHS or if a receiver or trustee shall be appointed for all or substantially all of the property of the SJHS, such proceedings shall not be dismissed or the receivership or trusteeship vacated within 60 (sixty) days after the institution or appointment.
- b. If SJHS's interest in the Lease, or any portion thereof, is assigned or sublet, without the written consent of PSJ. This includes any involuntary assignment through the operation of any other instrument to which the SJHS is a party with any other individual or business entity.
- c. If SJHS vacates premises.
- d. If SJHS violates any provision of Article 16 relative to construction liens.
- e. If SJHS shall fail to perform or comply with any of the conditions of this Lease and if the non-performance shall continue for a period of 30 (thirty) days after written notice thereof has been delivered by PSJ to SJHS.

ARTICLE 15

Remedies on Default

15.1 Remedies: If Default occurs, the following remedies shall be available to PSJ:

- a. Termination of Lease: PSJ may serve upon SJHS a written notice that this Lease will terminate on a date specified therein, which shall be not less than 7 (seven) days after giving such notice. SJHS shall have no right to avoid the cancellation or termination by payment of any sum due or by the other performance of any conditions, terms or covenant broken. Upon the date specified in the notice, this Lease and the term shall terminate and come to an end as fully and completely as if such date were the day herein definitely fixed for the end and expiration of this Lease, and SJHS, without the necessity of any notice, shall then quit and surrender the premises to PSJ.
- b. If the Lease is terminated in accordance with the subparagraph (a) above, or if the premises becomes vacant or deserted, in addition to and not in lieu of all other remedies of PSJ, PSJ may by summary proceedings dispossess SJHS and legal representatives of SJHS or other occupant of the premises, and remove the effects and repossess and enjoy the premises, together with all alterations, additions and improvements, all without being liable to the SJHS for any damage caused thereby.
- c. Correction: PSJ may take any and all actions necessary to correct such Default, at SJHS's sole cost and expense, as described in Article 14 above.

d. Full Enforcement: PSJ may enforce the full and complete performance of all terms of this Lease in any manner provided by law or equity, including without limitation the right of specific performance.

15.2 Cumulative Remedies: The rights and remedies of PSJ set forth herein shall be in addition to any right or remedy now or hereafter provided by law or equity. All rights and remedies shall be cumulative and not exclusive of each other. PSJ may exercise its rights and remedies at any time, in any order, to any extent, and as often as PSJ deems advisable without regard to whether the exercise of one right or remedy precedes, concurs with or succeeds the exercise of another.

ARTICLE 16 Construction Liens

16.1 PSJ's Interest Not Subject to Liens: The interests of PSJ shall not be subject to liens for improvements contracted for or made by or on behalf of the SJHS, or parties claiming by, through or under SJHS. The interests of PSJ in the premises shall not be subject to a lien for any improvements made by the SJHS, or for any work done or materials furnished to the premises, at SJHS's request, and SJHS shall notify any contractor employed by SJHS to do work on or furnish materials to the premises, prior to SJHS's entering into a contract with any such contractors, that the interest of PSJ under the Lease is not subject to a lien, and the failure of the SJHS to so notify any contractor, at the option of PSJ, shall be deemed a default hereunder.

16.2 Transfer or Release: In the event that any claim of lien is filed for any improvements by SJHS, or for any work done or materials furnished to the premises at SJHS's request, SJHS shall, within 30 (thirty) days of receipt of notice of any such claim of lien, transfer said lien to security in accordance with the provisions of Section 713.24 Florida Statutes (or any successor statute) or cause a release or satisfaction of lien to be recorded in the Public Records of Gulf County, Florida, totally releasing the premises therefrom. Failure to so transfer or discharge any such lien within the time frame provided shall be deemed as a default hereunder.

ARTICLE 17 Miscellaneous

17.1 Entire Lease: This Lease with exhibits represents the entire understanding and agreement between the parties and supercedes all other negotiations, understandings and representations made by and between the parties.

17.2 Amendments: The provisions of this Lease may not be amended, supplemented, waived or in any way changed unless done so in writing and signed by both parties.

17.3 Binding Effect: All of the terms and provisions of this Lease are binding upon and inure to the benefit of and are enforceable by the parties and their respective administrators, executors, legal representatives, heirs, successors and permitted assigns.

17.4 Notices: All notices, requests, consents, and other communications required or permitted to be given under this Lease will be in writing and shall be sent by certified mail, postage prepaid, return receipt requested, or shall be hand delivered or delivered by recognized national overnight courier service, addressed as follows;

Lessor:

CITY OF PORT ST. JOE
305 Cecil G. Costin, Sr., Blvd.
P. O. Box 278
Port St. Joe, FL 3245

Lessee:

ST. JOSEPH HISTORICAL SOCIETY
P. O. Box 231
Port St. Joe, FL 32457

or to any other address or addresses as any party may designate from time to time by notice given in accordance with this section.

17.5 Headings: The headings contained in this Lease are for convenience of reference only, and do not limit or otherwise affect in any way the meaning or interpretation of the Lease.

17.6 Severability: If any provision of this Lease is deemed to be unlawful and as such unenforceable as a matter of law by a court of competent jurisdiction then that provision will be severed from the Lease and the remainder of the Lease will remain in full force and effect.

17.7 Waivers: The failure or delay of any party at any time to require performance by another party of any provision of this Lease, even if known, will not affect the right of that party to require performance of that provision or to exercise any right, power or remedy, and any waiver by any party of any breach of any provision of this Lease should not be construed as a waiver of any continuing or succeeding breach of the provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Lease. No notice to or demand on any party in any case will of itself entitle a party to any other or further notice or demand in similar or other circumstances.

Furthermore, the acceptance of any rent or any other sum due hereunder, or partial payment of same, by PSJ, shall not constitute a waiver of any preceding default by SJHS of any term, covenant, or condition of this Lease, regardless of PSJ's knowledge of such

preceding breach at the time PSJ accepted such rent or other sum, nor waiver of the right to receive full payment of said amount, nor shall any endorsement or statement in any check or letter accompanying any payment of rent or other sum due hereunder be deemed an accord and satisfaction, and PSJ may accept such payment without prejudice to PSJ's right to recover the balance of such rent or other sum due hereunder, or to pursue any other remedy provided herein.

17.8 Jurisdiction and Venue: The parties hereby irrevocably and unconditionally agree that any suit, action or legal proceeding arising out of or relating to this Lease will be brought in the courts of the State of Florida and venue shall lie in Gulf County, Florida.

17.9 Governing Law: This Lease and all transactions contemplated by this Lease will be governed by, and construed and enforced in accordance with the Laws of the State of Florida.

17.10 Enforcement of Costs: If any legal action or other proceeding is brought for the enforcement of this Lease, or because on an alleged dispute, breach, default or misrepresentation in connection with any provision of this Lease, the successful or prevailing party will be entitled to recover reasonable attorneys' fees, court costs and all expenses even if not taxable as court costs, including, without limitation, all such fees, costs and expenses incident to appeals or declaratory actions, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

17.11 Remedies Cumulative: No remedy in this Lease conferred upon any party is intended to be exclusive of any other remedy, and each and every remedy will be cumulative and will be in addition to every other remedy given here or now existing in the future at law or in equity or by statute or otherwise. No single or partial exercise of any right, power or remedy will preclude any other.

17.12 Independent Counsel: The parties here have received independent advice and counseling regarding the preparation and subject of this Lease and all the terms, provisions and conditions it contains. This Lease shall not be construed more strongly against either party, regardless of whom is determined to be the drafter hereof.

17.13 Time is of the Essence: The parties agree and acknowledge that time shall be of the essence under this Lease.

17.14 Radon Gas: Radon gas is a naturally occurring radioactive gas that when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time.

Levels of radon that exceed federal and state guidelines regarding radon and radon testing may be obtained from your county public health unit.

17.15 E-Mail and/or Facsimile Signature: An E-mail or Facsimile signature will be deemed as an original signature for all purposes, including the enforcement of the terms and provisions set forth herein.

Executed on this the _____ day of _____, 2020, to take effect as of the date first above written.

ST. JOSEPH HISTORICAL SOCIETY, Lessee

BY: _____ Date _____
LINDA M. WOOD, OPERATIONS MANAGER
ST. JOSEPH HISTORICAL SOCIETY

CITY OF PORT ST. JOE, Lessor

BY: _____ Date _____
REX BUZZETT
TITLE: MAYOR



February 6, 2020

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

Re: Proposal for 2020 Water and Sewer Rates and Fees Study

Dear Mr. Anderson:

As requested, Stantec Consulting Services Inc. (Stantec) is pleased to present this proposal to conduct a Water and Sewer Rates and Fees Study for the City of Port St. Joe.

The following tasks and enclosed detailed Project Work Plan and Cost Estimate Schedule (Schedule) are proposed to complete the Study. This Schedule shows that the analysis can be completed for a fixed fee of \$41,250, inclusive of expenses as well as a contingency allowance. Therefore, we propose to complete the analysis for a fixed fee of \$41,250 that will be invoiced monthly based upon the percentage of each task completed. We can begin work on this assignment immediately upon receipt of a notice to proceed and estimate that it can be completed by September 30, 2020.

Task 1: Project Initiation

To begin the study, Stantec will submit a data request to the City. Immediately thereafter, we will conduct a Kickoff Meeting with staff to confirm goals and objectives of the study, discuss key issues, roles, and responsibilities, and finalize the project schedule, including milestones and deliverables.

Meetings: Web-based kickoff meeting

Deliverables: Rates and fees data request checklist

Task 2: Financial Management Plans

An analysis to determine the revenue required to support utility operations for the City's Water and Sewer Funds, including capital spending, will be completed. We will use our dynamic financial model called FAMS (Financial Analysis and Management System). Alternative long-term financial management plans will be prepared for each system and will identify projected annual revenue requirements and alternative rate adjustments. As part of the analysis, we will examine historical operating expenses, growth and water use trends, alternative capital spending levels, debt service coverage ratios, levels of operating and capital reserves, and other financial policies that drive the revenue requirements of the utility. Through meetings with City staff, we will evaluate alternative capital funding scenarios for each of the Water and Sewer Funds.

Meetings: Two web-based interactive work sessions



777 S Harbour Island Boulevard Suite 600 • Tampa FL 33602-5729
Phone: 813.204.3331 • E-mail: Andrew.burnham@stantec.com

Deliverables: Summary assumptions workbooks

Task 3: Water Bulk Rate Development

A water bulk rate analysis will be completed to calculate the cost of providing service to the City's bulk water customer, Lighthouse Utilities. Cost allocations will be developed based on the City's water system and customer characteristics.

Cost allocations for the City's Water Fund will follow the American Water Works Association (AWWA) methodologies and will be based on the City's system characteristics. When this task is complete, the City will be able to compare the current revenue recovery levels by class of customer to cost-of-service allocations. The findings will influence our recommendations on rate adjustments.

Meetings: Two web-based interactive work session

Deliverables: Cost-of-service models and cost allocation summary

Task 4: Comparative Rate Surveys

Stantec will prepare rate surveys of the existing and proposed rates and impact fees, for each customer class for the City and up to 10 neighboring communities.

We will review the findings of the survey during the second interactive work session on rates.

Meetings: Web-based meeting to review the findings (in conjunction with Task 2)

Deliverables: Rate survey outputs

Task 5: Review & Development of Impact Fees

Stantec will review existing impact fees in conjunction with Task 2. We will review the City's recent capital improvement programs, existing ordinances, master planning documents, and other necessary data to update the level of water and sewer impact fees to account for current costs. The City's existing impact fee structure and the way in which impact fees are applied will remain unchanged in this update.

Meetings: Web-based meeting

Deliverables: Summary of proposed impact fees

Task 6: Reports & Presentations

A consolidated Draft Report, Draft Final Report and Final Report will be prepared for the City that documents the findings and methodologies for both the Water and Sewer Funds.

We will prepare a summary presentation of the final results and recommendations and present the findings at a meeting with City Council, City Manager and staff.

Meetings: Conference calls to review report; City meeting presentation

Deliverables: Draft Report, Draft Final Report, Final Report, summary presentation



We appreciate the opportunity to present this proposal and look forward to working with you on this assignment. If you have any questions, please do not hesitate to call me at 813-204-3331. Otherwise, please proceed with executing the attached standard form contract following this letter.

Very truly yours,



Andrew Burnham
Vice President of Financial Management Consulting





CONSULTING SERVICES AGREEMENT

Contract No.: _____

Effective Date: _____

End Date: _____

CLIENT: CITY OF PORT ST. JOE
305 Cecil G. Costin Sr. Boulevard
Port St. Joe, FL 32456
Attn: Jim Anderson

CONSULTANT: STANTEC CONSULTING SERVICES INC.
777 S Harbour Island Boulevard Suite 600
Tampa, FL 33602-5729
Attn: Andrew Burnham

Services: WATER AND SEWER RATES AND FEES STUDY
(as further described in Attachment A)

Compensation: 41,250 (FORTY-ONE THOUSAND, TWO HUNDRED AND FIFTY DOLLARS)

This Consulting Services Agreement ("Agreement") is entered into as of the Effective Date shown above, between CLIENT and CONSULTANT, collectively the "Parties".

IN WITNESS WHEREOF, and in consideration of the mutual covenants and promises herein, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

CITY OF PORT ST. JOE

STANTEC CONSULTING SERVICES INC.

Authorized Signature

Authorized Signature

Name

Andrew Burnham
Name

Title

Vice President of Financial Management Consulting
Title

Date

February 6, 2020
Date



ATTACHMENT A

SCOPE OF SERVICES



City of Port St. Joe, FL
Water and Sewer Rate Study
Project Work Plan and Cost Estimate Schedule

Project Tasks		Estimated Labor-Hours					Total Project	
		Director	QA/QC	Managing Consultant	Sr. Analyst	Admin		
		Hourly Rates →	\$335	\$235	\$235	\$150	\$0	
Task 1	Project Initiation							
1.1	Prepare preliminary work plan, timeline for tasks, and initial data request list prior to kick-off meeting.	1	1	1	2	4	9	
1.2	Conduct kick-off meeting via conference call to review project objectives, schedule, key issues, approach, available data, and key	1	0	1	1	0	3	
1.3	Review initial data/documentation provided by staff and submit supplemental requests and/or clarifications.	0	0	1	3	0	4	
Task 2	Development of Financial Management Plan							
2.1	Prepare water and wastewater customer and demand analysis to determine projected growth, trends in usage patterns, identify peak demands and the demands placed on the system, and total projected water and wastewater system customers, equivalent residential units (ERUs) and usage.	0	0	1	4	0	5	
2.2	Input financial and billing data into our FAMS financial planning module, run the module, and produce preliminary output, including a ten-year financial management program that will include the following: <ul style="list-style-type: none">o Examination of historical and projected expenses (operating, capital improvement and capital equipment) and revenue requirementso Capital Improvements Program and Capital Financing Plan<ul style="list-style-type: none">- Project listing by year, including integration of specific scenarios as required- Alternative funding sources for capital projects- Development of a capital financing plan, including identification of timing and amount of borrowing requirementso Borrowing Program<ul style="list-style-type: none">- Borrowing required (by source) to fund CIP projects not funded by other sources to include but not necessarily be limited to revenue- Timing of bond issue(s)/loan(s) to provide required borrowed funds- Annual debt service of bond issue(s)/loan(s)o Revenue Sufficiency Analysis, including Cash Flows<ul style="list-style-type: none">- Annual revenue projections, include a breakdown of revenues from sale of services, impact fees, and other revenues- Annual operations and maintenance expense projections- All other annual revenue requirements such as R&R, minor capital, transfers to other funds, current debt service/loan payments,o Sources and Uses of Funds Analysiso Financial Policy Review<ul style="list-style-type: none">- Reserve Levels (Minimum Fund Balance Policies) for each fund- Beginning and ending funds balances by fund by year	0	0	2	16	0	18	
2.3	Review of the City's transfer and/or Payment in Lieu of Taxes (PILOT) to the General Fund policies, and incorporate any adjustments into the financial plan in Task 2.2.	1	0	2	1	0	4	
2.4	Review results with consulting team, make required adjustments, and prepare alternative scenarios.	1	2	2	6	0	11	
2.5	Meet with City staff in an interactive work session [web-based meeting] to review preliminary results.	2	0	2	2	0	6	
2.6	Make adjustments per input from City staff in the prior sub-task and distribute workbook of assumptions, inputs, and preliminary results for staff review.	0	2	2	6	0	10	
2.7	Meet with City staff in second interactive work session [web-based meeting] to review adjusted results.	2	0	2	2	0	8	
2.8	Perform adjustments per input from City staff and determine plan of rate annual revenue adjustments and revenue requirements for the test year for rate making.	0	0	1	4	0	5	
Task 3	Bulk Water Rate Analysis							
3.1	Perform a review of the City's existing agreement for the sale of water to Lighthouse Utilities to gain an understanding of the terms.	1	0	1	0	0	2	
3.2	Develop a framework/methodology for calculation of a bulk water rate for the City to provide treated water to Lighthouse Utilities.	0	0	2	2	0	4	
3.3	Develop a cost of service allocation model to apply the recommended methodology utilizing the City's FY 2020 Budget and calculate cost based bulk water rates.	0	0	3	16	0	19	
3.4	Perform Internal QA/QC of analysis and identify key issues to discuss with City staff.	1	1	2	2	0	6	
3.5	Meet with City in interactive work session with City staff to review key issues, preliminary results, initial findings, etc.	2	0	2	2	0	6	
3.6	Perform adjustments per review with City staff and distribute workbook of supporting schedules/results.	0	1	1	4	0	6	
Task 4	Comparative Rate Surveys							
4.1	Prepare rate surveys of the existing and proposed rates and impact fees, for each customer class.	0	1	2	8	0	11	
4.2	Review results with City staff during interactive work session [web-based meeting].							
					-- included in Task 2.7 --			
Task 5	Review & Development of Impact Fees							
5.1	Obtain and review all ordinances, master plan, capital improvement information, capacity reports, and system GIS data.	0	0	1	2	0	3	
5.2	Obtain and review fixed asset records for all major system components.	0	0	1	2	0	3	
5.3	Prepare reproduction cost schedule of fixed assets by major system component.	0	0	1	3	0	4	
5.4	Review CIP with City staff to determine portion of projects for expanded capacity and portions associated with renewal and rehabilitation.	0	0	1	1	0	2	
5.5	Allocate fixed assets and CIP between major facility components of supply, treatment, transmission/collection, disposal, reuse, etc.	0	0	1	2	0	3	
5.6	Load appropriate data into our impact fee module, adjust and calibrate, and produce preliminary results.	0	0	2	4	0	6	
5.7	Link impact fee module with the financial forecast module of Task 2 to evaluate the effects of changes in the impact fees in the capital projects funding plan and the effects upon user fee rate revenue requirements and the overall financial plan.	0	0	1	1	0	2	
5.8	Review completed impact fee model with consulting team and adjust as required.	1	1	2	4	0	8	
5.9	Meet with City staff in an interactive work session [web-based meeting] to review results of impact fees.	2	0	2	2	0	6	
5.10	Perform adjustments based upon input from City staff to finalize fee analysis.	0	0	1	2	0	3	
Task 6	Reports & Presentations							
6.1	Prepare a Draft Report and summary presentation of the initial results and recommendations of the Study for staff review/comment.	1	1	2	14	2	20	
6.2	Prepare Final Draft Report based upon edits from City staff, and provide to staff for further review, as needed.	0	0	1	6	0	7	
6.3	Integrate final staff comments and prepare Final Report and summary presentation of the Study.	1	0	1	4	0	6	
6.4	Present the results of the study to City Council, City Managers and other staff members.	3	0	3	0	0	6	
Total Estimated Labor Hours		20	10	50	128	6	214	
Total Estimated Fee							\$40,000	
Total Estimated Expenses							\$1,250	
Total Estimated Project Cost							\$41,250	



777 S Harbour Island Boulevard Suite 600 • Tampa FL 33602-5729
Phone: 813.204.3331 • E-mail: Andrew.burnham@stantec.com

ATTACHMENT B
RATE SCHEDULE

1. The rates provided below shall be in effect from January 1, 2020 to December 31, 2020. After December 31, 2020 the below rates will automatically increase by 3.0%.

2. Changes, modifications, or additional services provided by CONSULTANT personnel in various labor categories will be billed at the following negotiated hourly rates (inclusive of salary, overhead and fee):

<u>Labor Category</u>	<u>Hourly Rate</u>
Director	\$335
Principal	\$285
QA/QC	\$235
Managing Consultant	\$235
Senior Consultant	\$210
Consultant	\$180
Senior Analyst	\$150
Analyst	\$120
Admin	\$85

3. Out of pocket and sub-contractor expenses for changes, modifications, or additional services will be billed at cost.



ATTACHMENT C
INDEPENDENT MUNICIPAL ADVISOR EXEMPTION

February 6, 2020

City of Port St. Joe is aware of the "Municipal Advisor Rule" of the Securities and Exchange Commission and the "independent municipal advisor" exemption from the definition of "advice." City of Port St. Joe hereby notifies Stantec Consulting Services Inc. that it wishes them to continue to provide recommendations on user fees and financial forecasting related to the issuance of municipal securities. City of Port St. Joe is represented by the firm of [insert name of municipal advisor], which it has retained to, among other things, assist City of Port St. Joe in evaluating any and all of such recommendations. City of Port St. Joe will rely on [municipal advisor] for advice. **Therefore, City of Port St. Joe understands that Stantec Consulting Services Inc. is not a municipal advisor and is not subject to the fiduciary duty established in Section 15B(c)(1) of the Securities and Exchange Act.** This certificate may be relied upon until [insert date]. Stantec Consulting Services Inc. understands that it must also send a copy of this certificate to the [municipal advisor].



The following Terms and Conditions are attached to and form part of a proposal for services to be performed by Consultant and together, when the CLIENT authorizes Consultant to proceed with the services, constitute the AGREEMENT. Consultant means the Stantec entity issuing the Proposal.

DESCRIPTION OF WORK: Consultant shall render the services described in the Proposal (hereinafter called the "SERVICES") to the CLIENT.

DESCRIPTION OF CLIENT: The CLIENT confirms and agrees that the CLIENT has authority to enter into this AGREEMENT on its own behalf and on behalf of all parties related to the CLIENT who may have an interest in the PROJECT.

TERMS AND CONDITIONS: No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the CLIENT and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This AGREEMENT supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the PROJECT

COMPENSATION: Payment is due to Consultant upon receipt of invoice. Failure to make any payment when due is a material breach of this AGREEMENT and will entitle Consultant, at its option, to suspend or terminate this AGREEMENT and the provision of the SERVICES. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

NOTICES: Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

TERMINATION: Either party may terminate the AGREEMENT without cause upon thirty (30) days notice in writing. If either party breaches the AGREEMENT and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the CLIENT of Consultant's invoices within 30 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. On termination by either party, the CLIENT shall forthwith pay Consultant all fees and charges for the SERVICES provided to the effective date of termination.

ENVIRONMENTAL: Except as specifically described in this AGREEMENT, Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

PROFESSIONAL RESPONSIBILITY: In performing the SERVICES, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the SERVICES at the time and the location in which the SERVICES were performed.

LIMITATION OF LIABILITY: The CLIENT releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the SERVICES, excepting liability arising from the sole negligence of Consultant. It is further agreed that the total amount of all claims the CLIENT may have against Consultant under this AGREEMENT, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to Consultant for the SERVICES or \$50,000.00. No claim may be brought against Consultant more than two (2) years after the cause of action arose. As the CLIENT's sole and exclusive remedy under this AGREEMENT any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

Consultant's liability with respect to any claims arising out of this AGREEMENT shall be absolutely limited to direct damages arising out of the SERVICES and Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the CLIENT, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

INDEMNITY FOR MOLD CLAIMS: It is understood by the parties that existing or constructed buildings may contain mold substances that can present health hazards and result in bodily injury, property damage and/or necessary remedial measures. If, during performance of the SERVICES, Consultant knowingly encounters any such substances, Consultant shall notify the CLIENT and, without liability for consequential or any other damages, suspend performance of services until the CLIENT retains a qualified specialist to abate and/or remove the mold substances. The CLIENT agrees to release and waive all claims, including consequential damages, against Consultant, its subconsultants and their officers, directors and employees arising from or in any way connected with the existence of mold on or about the project site whether during or after completion of the SERVICES. The CLIENT further agrees to indemnify and hold Consultant harmless from and against all claims, costs, liabilities and damages, including reasonable attorneys' fees and costs, arising in any way from the existence of mold on the project site whether during or after completion of the SERVICES, except for those claims, liabilities, costs or damages caused by the sole gross negligence and/or knowing or willful misconduct of Consultant. Consultant and the CLIENT waive all rights against each other for mold damages to the extent that such damages sustained by either party are covered by insurance.

DOCUMENTS: All of the documents prepared by or on behalf of Consultant in connection with the PROJECT are instruments of service for the execution of the PROJECT. Consultant retains the property and copyright in these documents, whether the PROJECT is executed or not. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the CLIENT agrees to defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification.

Any document produced by Consultant in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract, and will only be authorized pursuant to the conditions of Consultant's standard form reliance letter.

Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). CLIENT shall release, indemnify and hold Consultant, its officers, employees, Consultant's and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Consultant, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Consultant's written consent.

FIELD SERVICES: Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the PROJECT, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the PROJECT. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

GOVERNING LAW/COMPLIANCE WITH LAWS: The AGREEMENT shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the SERVICES are performed. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

DISPUTE RESOLUTION: If requested in writing by either the CLIENT or Consultant, the CLIENT and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this AGREEMENT by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration pursuant to laws of the jurisdiction in which the majority of the SERVICES are performed or elsewhere by mutual agreement.

ASSIGNMENT: The CLIENT and Consultant shall not, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

SEVERABILITY: If any term, condition or covenant of the AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the AGREEMENT shall be binding on the CLIENT and Consultant.

FLORIDA CONTRACTS: PURSUANT TO FLORIDA STATUTES CHAPTER 558.0035 AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE.

Costin and Costin

ATTORNEYS AT LAW
413 WILLIAMS AVENUE
PORT ST. JOE, FLORIDA 32456
TELEPHONE (850) 227-1159
FAX: (850) 229-6957

Charles A. Costin

Cecil G. Costin, Jr.
(1923 - 1990)

Mailing Address:
Post Office Box 98
Port St. Joe, FL 32457-0098

January 31, 2020

City of Port St. Joe
Attn: Mayor Rex Buzzett
P.O. Box 278
Port St. Joe, FL 32457

Via Email: rebuzzett@psj.fl.gov

RE: Request for partial waiver of impact fees on Garrison/Madison PUD.

Dear Mayor Buzzett:

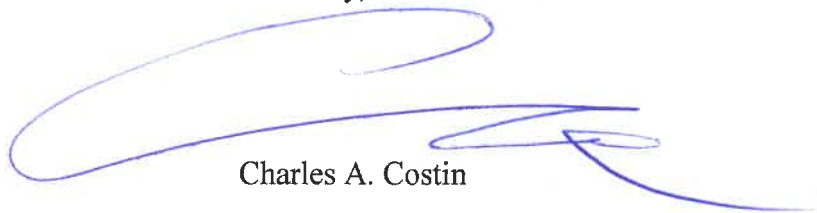
My client, D3vLab, LLC is requesting a 25% waiver of the impact fees for it's proposed 84 unit development on Garrison and Madison Avenue.

As we all are acutely aware, our community is in dire need of housing as a result of Hurricane Michael. Our School Board, hospital, and employers have difficulty recruiting employees due to the housing shortage.

This concession will certainly help reduce development costs associated with the construction of the 84 units. I am informed that the developer will use local engineering, landscaping and labor force during construction to the extent possible.

Please present this request to the commission. Should you have any questions please do not hesitate to contact me.

Sincerely,



Charles A. Costin

ps: enclosures
CC: Rex Anderson

Surplus Property

MAKE/MODEL	TAG	CODE	CITY CODE
1 DELL VISTA PC	GF0FKH1	35736236389	N/A
2 HP LASER JET 1200 SERIES PRINTER	CNBRF96638	-	486
DELL OPTIFLEX 330	JF0FKH1	42266583397	297
DELL OPTIFLEX 330	6G0FKH1	14028879205	551
DELL OPTIFLEX 330	FF0FKH1	33559454053	470
DELL MONITOR	-	REV A00	433
DELL OPTIFLEX 330	4G0FKH1	9675314533	450
DELL OPTIFLEX 330	CF0FKH1	27029107045	N/A
HP PRINTER OFFICE JET PRO K550	MY684611GT	-	462
HP LASER JET 4200TN PRINTER	-	-	522
DELL KEYBOARD	-	REV A03	N/A
HP LASER JET 4250	-	Q5400A	489
CAMERA PHOTO EQUIPMENT - EVIDENCE	CBE	IV2009038041	EXPRESS LANE 08514
DELL POWER CONNECT	6NCT7F1	00219BB302D1	564
DELL POWER CONNECT	B86T7F1	00219BAEDC2C	566
HP DVD DRIVE	HGW4TW1	2UA7270C3Y	439
DELL OPTIFLEX 3010	-	38026731601	572
HP DVD DRIVE	-	2U57270C3S	292
DELL OPTIPLEX 7020	3QZXV12	8162837894	903
DELL KEYBOARD	-	SK-8115	N/A
DELL KEYBOARD	-	KB212B	N/A
DELL KEYBOARD	-	KB212B	N/A
DELL KEYBOARD	-	KB212B	N/A
DELL KEYBOARD	-	KB212B	N/A
DELL KEYBOARD	-	KB212B	N/A
DELL KEYBOARD	-	KB212B	N/A
DELL POWER EDGE 2800	-	6CM7091	558
DELL OPTIFLEX 330	7G0FKH1	16205661541	N/A
DELL OPTIFLEX 7020	3RWVY12	8218311878	902
DELL OPTIFLEX 7020	3RVVY12	8216538950	899
DELL OPTIFLEX 330	3H0FKH1	7558998373	484
DELL PRECISION T3610	ITSSM22	3978665642	897
DELL MOUSE WITH CORD	-	DP/N: XN968	N/A
LOGITECH MOUSE CORDLESS	-	P/N: 810003285	N/A

ICS Computer Recycling

DELL KEYBOARD	-	KB212-B	N/A
DELL MONITOR	-	DP/N: OG435H	485
DELL POWER SUPPLY	-	7000815-0000	N/A
DELL LASER PRINTER 1320C	-	DP/N: OWM053	371
DELL PRECISION T3610	ITDDM22	3980345258	908
DELL MONITOR	-	SN: CN-OKW14V-74261-31WB	N/A
DELL KEYBOARD	-	SK-8115	N/A
DELL KEYBOARD	-	KB212-B	N/A
DELL KEYBOARD	-	KB212-B	N/A
DELL MONITOR	-	SN: CN-ODTOPH-74261-488-IFVL	N/A
DELL MONITOR	-	SN: CN-OKW14V-74261-48M-2WGB	N/A
HP JET DIRECT 170X PRINTER	-	J4102B	491
HP SCANJET 5P	-	C5110A	594
DELL PC ? (FACE MISSING)	9TKMPD1	21379211749	N/A
DELL OPTIFLEX 330	8H0FKH1	18442910053	279
DELL OPTIFLEX 7020	3RDY12	20140722	931
DELL OPTIFLEX 7020	3R84Z12	817660270	932
ENTERA SYS XSR 1850 ETHERNET PORT	-	SN: 4073074950863513	563
DELL OPTIFLEX 3010	HGX5TW1	38028457873	N/A
DELL PRECISION T3610	ITSTM22	3978712298	N/A
DELL COLOR LASER PRINTER 1320C	-	DP/N: OWM053	280
DELL MOUSE WITH CORD	-	-	N/A
DELL MONITOR	-	DP/N: OG435H	469
DELL OPTIFLEX 7020	3RSZY12	8211640070	898
DELL OPTIFLEX 3010	HGW5TW1	38026778257	N/A
DELL MONITOR	-	DP/N: UG435H	N/A
DELL MONITOR	-	DP/N: UG435H	529
DELL PC w/ DVD X 2? (FACE MISSING)	-	-	315
DELL MONITOR	-	REV A05	N/A
FELLOWES SHREDDER P570-2CD	-	-	596
DELL KEYBOARD	-	KB212-B	N/A
DELL KEYBOARD	-	KB212-B	N/A
DELL OPTIFLEX 330	DG0FKH1	29266355557	329
DELL MONITOR	-	DP/N: OG435H	468

DELL MONITOR	-	DP/N: OG435H	449
DELL MONITOR	-	DP/N: OG435H	528
DELL MONITOR	-	DP/N: OG435H	282
DELL MONITOR	-	REV A02	N/A
DELL MONITOR	-	REV A02	N/A
APC BATTERY BACKUP	-	BE50G	N/A
DELL OPTIFLEX 330	2H0FKH1	5382216037	517
DELL LAPTOP	9YT66R1	21696355117	382
DELL LAPTOP	9L08GJ1	20861225389	248
DELL OPTIFLEX 330	HG0FKH1	37973484901	331
DELL PRECISION 390	BS98WC1	25653190321	366
DELL OPTIFLEX 330	HFOFKH1	37913018725	211
DELL OPTIFLEX 330	9G0FKH1	20559226213	SUPLUS N/A
DELL OPTIFLEX 330	61XDLG1	13177221841	604
THOMPSON TOUTER	-	DCM476	N/A
HP LASERJET 2605 DN	-	-	259
DELL OPTIFLEX 3010	HGV4TW1	3802505198	N/A
DELL MOUSE WITH CORD	-	-	N/A
DELL MOUSE WITH CORD	-	-	N/A
DELL KEYBOARD	-	KB212-B	N/A
DELL OPTIFLEX 7020	3RH3Z12	8191672598	900
DELL LAPTOP	HW9GKH1	38956106917	N/A
DELL LAPTOP	8W9GKH1	19365065893	N/A
DELL LAPTOP	7W9GKH1	17188283557	N/A
APC BATTERY BACKUP	-	BX15006CD	N/A
BUFFALO RADIO	-	WA5200D0802	555
APC BATTERY BACKUP	-	BR800 BLK	N/A
DELL OPTIFLEX 330	7FOFKH1	16145195365	527
DELL OPTIFLEX 330	GG0FKH1	35796702565	365
DELL OPTIFLEX 330	7H0FKH1	20498760037	363
DELL OPTIFLEX 330	9FOFKH1	20498760037	251
DELL OPTIFLEX 330	8G0FKH1	1838244387	494
ACER MONITOR	-	AL1917A	N/A
DELL MONITOR	-	REV A00	332

DELL OPTIFLEX 330	1H0FKH1	3205433701	432
DELL OPTIFLEX 330	6H0FKH1	14089345381	387
DELL POWER VAULT	-	124T	560
OPTIFLEX 330	BG0FKH1	24912790885	278
APC BATTERY BACKUP	-	NS1250	N/A
DELL CORDLESS MOUSE	-	1641LZ0134ZW8	N/A
DELL 1320 LASER PRINTER	-	DP/N: OWM053	446



January 31st, 2020

Mr. Jim Anderson
City Manager
Via: hand delivery

RE: Reid Avenue parking limits and delivery truck policies

Jim,

Our PSJRA board voted in the January 28th meeting to recommend to the City Board to consider adopting a new policy to limit parking on Reid Avenue to two hours daily, per space. Additionally, while we fully understand delivery trucks access to the alleys are required but no blocking of the alleys for extended periods of time should ever be allowed. We are recommending a 20 minute time limit for the blocking of alleys as well as city commons parking lot and Billy Joe Rish parking lot. If trucks can't drive to the ends of the alleys then exiting on other side streets are a near impossibility.

I have also spoken to Police Chief Matt Herring who concurs with these new policies.

If you need any further information please don't hesitate to call.

Sincerely,

Bill Kennedy
Executive Director

ORDINANCE NO. 514

AN ORDINANCE OF THE CITY OF PORT ST. JOE, FLORIDA AMENDING SECTION 3.01 OF THE LAND DEVELOPMENT REGULATIONS OF THE CITY; PROHIBITING THE OVERNIGHT PARKING OF CERTAIN VEHICLES IN DESIGNATED AREAS OF THE CITY; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Planning and Development Review Board of the City of Port St. Joe (PDRB), pursuant to PDRB responsibilities pursuant to Section 2.11(f) of the Land Development Regulations (LDR's) and after consideration of information presented at advertised public hearing has found that safety and esthetic concerns are impacted by overnight parking of certain vehicles and as such, justify the regulation of parking of certain vehicles in designated areas of the City; and

WHEREAS, the PDRB also finds that the areas designated herein are all located within Tourism Corridors which justify heightened parking restrictions to insure the availability of parking and to promote order and attractiveness within the Tourist Corridor; and

WHEREAS, the PDRB has made recommendation to the City Commission to enact certain changes to the LDR's to enact parking regulations described herein; and

WHEREAS, the City Commission has held public hearings as required by statute and determined, based on PDRB recommendations and information submitted at City Commission hearings that parking regulations set forth herein are a reasonable and least restrictive manner in which to address the concerns raised by the PDRB.

NOW, THEREFORE, be it enacted by the people of the City of Port St. Joe, Florida as follows:

1. The City Commission approves and adopts the findings and recommendations of the PDRB.

2. Section 3.01 of the Land Development Regulations of the City of Port St. Joe, Florida is hereby amended by the addition of Paragraph (7) which reads as follows:

(7) Except as hereinafter provided:

(a) No recreational vehicle, camper, boat, jet ski, trailer of any type or any similar item of personal property (collectively "Property"), whether or not it is properly registered with the State of Florida, shall be parked

or stored for a period of more than seven (7) calendar days within the area of the City designated in Exhibit A attached hereto and made a part hereof unless it is stored completely within a building so that it is not visible from a public street or alley.

(b) Penalties for violation of this ordinance shall be as set forth in Section 1-15 or Chapter 2, Article IV, Code of Ordinances, City of Port St. Joe.

3. REPEAL

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

4. SEVERABILITY

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

5. EFFECTIVE DATE

This Ordinance shall become effective 60 days after its adoption by the City Commission.

This Ordinance was adopted in open regular meeting after its second reading this 21st day of July, 2015.

THE CITY OF PORT ST. JOE BOARD OF
CITY COMMISSIONERS

James C. Patterson
James C. Patterson, Mayor-Commissioner

Attest Charlotte M. Pierce
Charlotte M. Pierce
City Clerk

Exhibit A

That portion of the City of Port St. Joe, Florida bounded on the north by 1st Street, bounded on the east by Long Avenue, bounded on the south by Cecil G. Costin Boulevard and bounded on the west by U.S. Highway 98.

And:

The east ½ of blocks 2, 7, 14 and 22 of the City of Port St. Joe.

RESOLUTION 2020-01

A RESOLUTION OF THE CITY COUNCIL OF PORT ST JOE, FLORIDA, EXPRESSING ITS SUPPORT THAT THE DESIGNATION OF RURAL AREA OF OPPORTUNITY (RAO), CONTINUE TO APPLY TO THE NORTHWEST FLORIDA REGION INCORPORATING THE AREA WITHIN THE BOUNDARIES OF THE COUNTIES OF CALHOUN, FRANKLIN, GADSDEN, GULF, HOLMES, JACKSON, LIBERTY, WAKULLA AND WASHINGTON, THE AREA WITHIN THE CITY LIMITS OF FREEPORT AND WALTON COUNTY NORTH OF THE CHOCTAWHATCHEE BAY AND THE INTRACOASTAL WATERWAY; AND THE CONTINUATION OF ALL REGIONAL RURAL DEVELOPMENT GRANT FUNDING FOR THE NORTHWEST FLORIDA BUSINESS DEVELOPMENT COUNCIL, INCORPORATED, D/B/A OPPORTUNITY FLORIDA, THROUGH FUNDS APPROPRIATED BY THE FLORIDA LEGISLATURE AND ADMINISTERED THROUGH FLORIDA'S DEPARTMENT OF ECONOMIC OPPORTUNITY, AND PROVIDING FOR AN EFFECTIVE DATE NO LATER THAN JULY 8, 2020.

WHEREAS, in 1999 Governor Bush, by executive order, identified eight counties (Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Liberty and Washington) as Rural Areas of Critical Economic Concern, and that this designation was renewed in 2004 and added the area within the city limits of Freeport to this designation;

WHEREAS, in 2000 Opportunity Florida was created to promote and improve economic development in the eight counties designated as Rural Areas of Critical Economic Concern;

WHEREAS, the counties of Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Liberty, Washington and the area within the city limits of Freeport were re-designated in 2009, as a Rural Area of Critical Economic Concern for a period of five years;

WHEREAS, Executive Order 11-103 added Wakulla County to the Northwest Florida Rural Area of Critical Economic Concern;

WHEREAS, Executive Order 17-212 added Walton County, north of Choctawhatchee Bay and the intercoastal waterway, to the Northwest Florida Rural Area of Opportunity;

WHEREAS, the various counties and municipalities in the Opportunity Florida region request that Governor Ron DeSantis renew the designation as a Rural Area of Opportunity;

WHEREAS, the Northwest Florida Business Development Council, Inc., in cooperation with and through the support of the nine counties, all municipalities within the nine counties, the area within the city limits of the City of Freeport and Walton County north of the Choctawhatchee Bay and the intercoastal waterway, all CareerSource Centers serving the region and corporate sector partners, has made great strides in improving the economic outlook for the Northwest Florida RAO by assisting with recruiting new industries, supporting infrastructure projects and working together with local communities and other organizations such as the Department of Economic Opportunity and Enterprise Florida, FDOT and the Governor's Office; and

WHEREAS, notwithstanding the progress that has been made since the original designation in 2009, there is still much work that needs to be done to help these nine counties compete economically with other parts of the state;

NOW THEREFORE BE IT RESOLVED that the Port St. Joe City Council does hereby express its support of the following:

1. That the designation of "Rural Area of Opportunity," continues to apply to Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Liberty, Wakulla, Washington and the area within the city limits of the City of Freeport and Walton County north of Choctawhatchee Bay and the intercoastal waterway;
2. That all Regional Rural Development grant funding for Opportunity Florida be continued and expanded for the Northwest Florida Business Development Council, Inc. through funds appropriated by the Florida Legislature and administered through Florida's Department of Economic Opportunity, Enterprise Florida, Inc., and other designated agencies.

Duly adopted this _____ day of _____, 2020 .

Port St. Joe City Council

, Mayor

ATTEST:

February 4, 2020

Mr. John Grantland
City of Port St Joe
PO Box 278
Port Saint Joe, FL 32456-0278

Phone: 850-229-8247
Email: jgrantland@psj.fl.gov

**RE: CD100M Elec - FSA
Sale Quotation 126011925**

Dear Mr. Grantland:

Thank you for your interest in Xylem Dewatering Solutions Inc, and our Godwin Pumps of America line of Electric Dri-Prime pumps.

As requested, please see the attached sale quote for our Godwin Pumps of America model CD100M with electric motor.

All pricing is based on the Florida Sheriff's Contract #FSA19-VEH17.0, Item #169. There are no delivery / freight charges when utilizing the FSA Contract.

Please call or contact me at your convenience with any additional questions or comments regarding this quote or additional needs.

Sincerely,



Lee Hilbert
Outside Sales Representative

LH / gy

60

Home Office:

84 Floodgate Road, Bridgeport, NJ 08014 • www.godwinpumps.com • (856) 467-3636 • (856) 467-4841



QUOTE PER THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT

Quote Prepared For: City of Port St. Joe

Attention: Mr. John Grandland

Date: 02/04/2020 Quote #126011925

CONTRACT DETAILS

FLORIDA SHERIFF'S ASSOC., FLORIDA ASSOC. OF COUNTIES & FLORIDA FIRE CHIEFS' ASSOCIATION
 BID #: FSA19-VEH17.0
 ITEM #: 169, 6 INCH MOBILE PUMP PACKAGE
 EFFECTIVE: OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020

CONTRACT PRICING

		QTY	UNIT PRICE	
BASE	BASE BID - Godwin CD150M 6" FT4 Dri-Prime Diesel Pump	1	44,227.00	44,227.00
DEDUCT	Upgrade to CD150S Electric Motor	1	-18,500.00	-18,500.00
DEDUCT	Downgrade to CD100M Electric Motor	1	-9,423.00	-9,423.00
CONTRACT PRICING TOTAL				16,304.00

NON-SPECIFIED OPTIONS

		QTY	UNIT PRICE	
	Automatic Control Panel	1	2,370.00	2,370.00
	Float Switches	2	152.00	304.00
	Subtotal			2,674.00
	LESS 20% DISCOUNT			-534.80
NON-SPECIFIED OPTIONS TOTAL				2,139.20

TOTAL TRANSACTION PRICE

18,443.20

Terms & Conditions Page 38 - Sec 3.17 - Non-Scheduled Options - FSA attempts to include all non-scheduled, factory and aftermarket options, in the bid document. If a purchaser requests a non-scheduled option that is not included in the bid document, the Vendor may provide this non-scheduled option. The Purchaser has the opportunity to request the vendor's discount pricing for any non-scheduled options during the quote process. At no time should the non-scheduled option exceed MSRP or Published Price.

Xylem Dewatering Solutions / Godwin Pumps appreciates the opportunity to assist with the above quote per the Florida Sheriff's Association. We look forward to serving your needs throughout the future.

Jim Anderson

From: Matthew Herring
Sent: Thursday, February 6, 2020 10:55 AM
To: Jim Anderson
Subject: Next Agenda: Justice Assistance Grant (JAG) residual funding

Justice Assistance Grant (JAG) residual funding

The Port St Joe Police Department (PSJPD) received the benefit of being able to apply for a Justice Assistance Grant (JAG) from residual funding. The PD wrote the Grant for two (2) 2020 Ford F-150 crew cab (4 door) four-wheel drive patrol vehicles. The PD had two patrol vehicles exposed to saltwater during the storm surge of Hurricane Michael.

The PSJPD's only four-wheel drive patrol vehicle, a Ford F-150 was one of the vehicles exposed to saltwater. That patrol vehicle was utilized to rescue approximately seven families trapped in their homes from the six-foot storm surge.

The PSJPD has been awarded \$70,000.00 in JAG funding to purchase these two (2) new patrol vehicles. The vehicles would be purchased new on state contract and be delivered partially equipped at \$80,200.00. The PSJPD would have to spend an additional \$5,000 to finish equipping the two patrol vehicles.

We are very blessed to receive this additional Grant but would have to find approximately \$15,000 to make it happen. Chief Herring will conserve and save where possible but there is not \$15,000 in the current budget to make this happen.

2 Vehicles (State Contract) Partially Equipped	\$80,200.00
Additional Equipment that needs to be purchased	\$5,000.00
Total Expenses	\$85,200.00
Justice Assistance Grant (JAG) for residual funding	-\$70,000.00
 Amount needed:	 \$15,200.00

Here is the write up, let me know if I need to add any more details.

Thanks,
MATT