

**October 20, 2020
Regular Meeting
12:00 Noon**



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

Tuesday October 20, 2020

**** Amended Agenda****

Call to Order

Consent Agenda

Minutes

- Regular Meeting 10/6/20

Pages 1-5

City Attorney

- Resolution 2020-07 Garrison Ave. Phase II SCOP Grant
- Tennis Court Lease
- Gulf Coast Workforce Development Board Lease

Pages 6-12

Pages 13-27

Pages 28-31

Old Business

- Coronavirus (COVID-19) Update
 - Resolution 2020-02 - State of Emergency, Currently Still in Place
- CDBG-DR Grants

Pages 32-37

New Business

- **Plat Approval- Barefoot Cottages Phase II, Parcel # 04559-065R**
- FAMU/NPSJ EDA Recovery Project-Professor Chin
- League of Cities Conference- Comm. Ashbrook

Pages 38-47

Public Works

- 916 20th Street Drainage
- Request to Purchase (3) Trucks on State Contract

Surface Water Plant

- Update

Wastewater Plant

- Update

Finance Director

- FEMA Update
- SRF Application Update

City Engineer

- NRDA Stormwater Grant- Update
- Walking Path FDOT Grant- Update
- CDBG Grant- Update
- Garrison Ave. SCOP Grant- Update
- First Street Lift Station and Long Ave.- Update
- Commercial District- Water/Sewer Grant Application
- City Pier- Update

Code Enforcement

- Update

Police Department

- Update

City Clerk

- Ghost on the Coast-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, October 6, 2020, 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 joined the meeting at 12:07 P.M.

CONSENT AGENDA

Minutes

A Motion was made by Commissioner Ashbrook, second by Commissioner Langston, to approve the Minutes of the Regular Meeting on September 15, 2020, and the Special Meetings of September 15, 2020, and September 29, 2020. All in favor; Motion carried 4-0.

City Attorney –

Resolution 2020-05 FRDAP Forest Park

A Motion was made by Commissioner Hoffman, second by Commissioner Ashbrook, to adopt Resolution 2020-05. All in favor; Motion carried 4-0. Attorney McCahill read Resolution 2020-05 by Title only.

Commissioner Lowry joined the meeting.

Resolution 2020-06 SRF Wastewater Loan Application

A Motion was made by Commissioner Ashbrook, second by Commissioner Langston, to adopt Resolution 2020-06. All in favor; Motion carried 5-0. Attorney McCahill read Resolution 2020-06 by Title only.

Old Business –

Coronavirus (COVID-19) Update – Resolution 2020-02 – State of Emergency Still in Place

2020 Census – City Manager, Jim Anderson, stated that numbers for Gulf County are still very low and he encouraged everyone to contact the Census and be counted. You may contact the Census Bureau by either social media at 2020census.gov or by calling 844-330-2020. Enumerators are still going door to door and he encouraged everyone to be counted.

Mayor Buzzett reminded everyone to follow the CDC Guidelines and encouraged the continued wearing of masks.

6th and 7th Street Drainage – Commissioner Hoffman

A Motion was made by Commissioner Hoffman, second by Commissioner Ashbrook, to award the emergency project to Jason White Construction, LLC, in the amount of \$45,565.00. All in favor; Motion carried 5-0. This is an unbudgeted expenditure and will have to be taken from insurance proceeds.

New Business –

Project Graduation – Commissioner Langston

A Motion was made by Commissioner Ashbrook, second by Commissioner Langston, to allow the Project Graduation Committee to use the Centennial Building the last two weeks in October for a Haunted House event. All in favor; motion carried 5-0. It was noted that there are restrictions that must be followed since the Centennial Building renovations.

Field of Dreams Housing Development – Commissioner Ashbrook / Southern Advocacy Group

Mike Rogers, Southern Advocacy Group provided a packet and discussed plans for affordable housing that could hopefully, be constructed on the Field of Dreams Property. Jennifer Languelle, also of Southern Advocacy Group, participated by telephone and gave an overview of their project.

Jim McKnight, Gulf County Economic Development, shared the need for affordable housing in Gulf County and encouraged the Commissioners to work with them on this project.

Christy McElroy reminded the Commission that the land had been given to the City for recreational purposes, TDC Funds had been committed to the project, and an Interlocal Agreement was in place concerning the property.

Commissioner Ashbrook stated that he had spoken with Jorge Gonzales of the St. Joe Company and they would be willing to work with the City on this project provided the land given to the City by the St. Joe Company was put into a Land Trust.

Robert Branch referred to item 7 of the Interlocal Agreement and noted the land was for recreational use.

Mayor Buzzett commended Commissioner Ashbrook for his work on this, noted it is a great project and idea, but for the wrong location. He noted the City has approximately 50 acres that could possibly work for this type project and he is willing to talk with the Southern Advocacy Group about this.

City Lots on Woodward Avenue

City Manager, Jim Anderson, shared this property is near where the stormwater issues are being addressed and recommended waiting until the project is completed to consider this request.

Lighting of the Lighthouse – Linda Wood

Mrs. Wood shared a request from a local group to light the lighthouse again in October of this year. Due to challenges with the strands of lights on the stair railings, and the inability of people to make pictures of the lighthouse in the day without the lights in their picture, she recommended the lights be strung to coincide with Christmas decorations being put up in the City.

Commissioner Hoffman reiterated that when a group has a lease on City property, the City should defer to the lessee on issues.

Due to the electrical cost of approximately \$1,500 per month for the lights to be on, and the recommendation from Mrs. Wood, consensus of the Commission was for the lights to be up from around Thanksgiving to New Year.

Planning Board Membership

Planning Board Members are volunteers that serve at the discretion of the City Commission. There are three terms expiring this month. After discussion, it was the consensus of the Commission to advertise for these vacancies and if a sitting board member wished to continue serving, their name would be placed on the list.

Write-Off Policy – Mayor Buzzett

A Motion was made by Commissioner Hoffman, second by Commissioner Lowry, to revise the current Write-Off Policy to "Residential and Commercial accounts with excessive usage NOT due to a water leak, equipment or billing error to include but not limited to pool installation and/or refill based on a six-month average. Limited to (1) adjustment in a (12) month period for (2) consecutive billing periods." The new policy will be retroactive to July 1, 2020. All in favor; Motion carried 5-0.

Public Works – John Grantland

Vacuum Trailer – Request to Purchase

A Motion was made by Commissioner Ashbrook, second by Commissioner Langston, to purchase a New Vactron CS870GT Vacuum Excavator, Trailer Mounted from Vermeer Southeast in the amount of \$33,125. All in favor; Motion carried 5-0.

Surface Water Plant – Larry McClamma

RFP 2020-15 50% Membrane Grade Caustic Soda

A Motion was made by Commissioner Lowry, second by Commissioner Langston, to accept RFP 2020-15 50% Membrane Grade Caustic Soda from Univar USA at the price of \$1.589 per gallon. All in favor; Motion carried 5-0. Mr. McClamma noted this will be a savings of approximately \$3,500 per year.

RFP 2020-16 Sodium Hypochlorite

A Motion was made by Commissioner Lowry, second by Commissioner Langston, to accept RFP 2020-16 from Allied Universal at the price of .89 per gallon. All in favor; Motion carried 5-0. Mr. McClamma noted this will be a savings of approximately \$8,000 per year.

RFP 2020-17 Liquid Ferric Sulfate

A Motion was made by Commissioner Lowry, second by Commissioner Langston, to accept RFP 2020-17 for Liquid Ferric Sulfate from Cedar Chem at the price of \$471/DT/DEL. All in favor; Motion carried 5-0. Mr. McClamma noted the price held on this chemical for the coming year.

Wastewater Plant – Kevin Pettis

Surplus Property

A Motion was made by Commissioner Ashbrook, second by Commissioner Lowry, to declare a 1980 International Harvester 510 Front End Loader surplus property. All in favor; Motion carried 5-0.

Finance Director – Mike Lacour

FEMA Update

Mr. Lacour shared that the City will be receiving \$274,000 of the \$418,000 due. The state continues to ask for information on the \$144,000 that was expended for the Washington Gym and ServPro.

He noted the \$250,000 reimbursement for the Jones Homestead Project was received this morning.

Budget Update

Mr. Lacour stated the new Fiscal Year has begun and things are moving along well.

City Engineer – Josh Baxley

NRDA Stormwater Grant Update

A conference call with the agency has been scheduled for October 7, 2020, concerning this.

Stormwater Master Plan and Inventory

Final revisions are currently being made to the Master Map and he anticipates having it completed by the middle of November.

Walking Path FDOT Grant Update

The amendment to the original agreement has been executed by FL DEP. Mr. Baxley is still waiting on the DOS Letter, a signed agreement between the County and Contractor, and Meeting Minutes from the BOCC Meeting.

CDBG Grant Update

Tentative start date for this project is October 1, 2020, and DEI will be performing the CEI.

Garrison Avenue SCOP Grant Update

The project is currently in progress.

A Motion was made by Commissioner Langston, second by Commissioner Hoffman, for a new Change Order with Roberts and Roberts to replace stormwater pipe at 16th and 18th Streets on Garrison in the amount of \$11,444. All in favor; Motion carried 5-0. This corrects the Change Order made at the Commission meeting on September 15, 2020. This will be submitted to FL DOT for possible re-imbursement.

A Motion was made by Commissioner Langston, second by Commissioner Lowry, for Change Order II to Gulf Coast Underground to repair and line the manhole at 16th Street and Garrison Avenue in the amount of \$7,480. All in favor; Motion carried 5-0.

First Street Lift Station and Long Avenue Update

This project has been included in the SRF Funding.

Commercial District – Water / Sewer TRIUMP Grant Application

The contractor has completed the video review and provided guidance on unit pricing. Dewberry has begun a takeoff of the entire system and expects to have quantities and pricing within the next couple of weeks.

City Pier

This project is in progress.

Reserves at St. Joe Bay

All permits are in hand.

FRDAP Grants

Submittal date is October 1, 2020, through October 15, 2020.

NRCS Grant

Mr. Baxley is awaiting proposal from sub-contractor for preparation of an RFQ.

Code Enforcement –

Mr. Anderson shared there was a hearing last week, two structures have been removed, 1 property cleaned, a structure will be taken down next week on Avenue B, and an issue on Palm Boulevard is being addressed.

Police Department – Chief Jake Richards

Chief Richards anticipates the fiber will be pulled next week in the Police Department and their new phones will be provided by Verizon at a much cheaper price with new equipment.

City Clerk – Charlotte Pierce

Ghosts on the Coast Update

Clerk Pierce shared that flyers were distributed by the Police Department, calls are being received about the event, and everything is moving forward.

Mayor Buzzett asked that all social media post about the event state that the City will be following the CDC Guidelines.

Citizens to be Heard –

Robert Branch inquired about the NRDA Grant to which Mr. Baxley reiterated what he had just shared on the project.

Christy McElroy questioned the pipe plans for the NRDA Grant and Mr. Baxley referenced the three plans currently being considered.

Marvin Davis expressed his concerns about the mask ban being lifted.

Discussion Items by Commissioners –

Commissioner Hoffman shared his thoughts on the Chicken House Branch and Depot Creek ditches bringing water into the City and asked that they be reviewed to see about the possibility of rerouting them.

He also requested that, if a surplus truck was available, that it be given to the Disaster Recovery Group for them to use with their roofing projects.

Commissioner Langston again requested input from his community on the Tennis Courts in North Port St. Joe and reminded the Commission there is another hurricane and the City needs to be prepared.

Commissioner Lowry shared that the Department of Emergency Management has requested an arial spray to combat the mosquito problem in the county.

Commissioner Ashbrook welcomed Chief Richards and wished him well in his new job.

Mayor Buzzett also offered his congratulations to Chief Richards.

Motion to Adjourn –

There was no other business to come before the Commission and Mayor Buzzett adjourned the meeting at 1:55 P.M.

Approved this _____ day of _____ 2020.

Rex Buzzett, Mayor

Date

Charlotte M. Pierce, City Clerk

Date

RESOLUTION 2020-07

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PORT ST. JOE, AUTHORIZING THE EXECUTION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION (DEPARTMENT) SMALL COUNTY OUTREACH PROGRAM AGREEMENT; APPOINTING AND AUTHORIZING A PROJECT MANAGER; AUTHORIZING THE MAYOR TO ACT ON BEHALF OF THE CITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Small County Outreach Program ("SCOP") has been created within the Department pursuant to Section 339.2818, Florida Statutes, to provide funds to counties to assist small counties in resurfacing or reconstructing county roads or in constructing capacity or safety improvements to county roads and also to municipalities within rural areas of critical concern (rural areas of opportunity ("RAO")) with projects, excluding capacity improvements projects; and

WHEREAS, the Department has determined that the transportation project described in Exhibit "A" attached and incorporated in this Agreement ("Project"), is necessary to facilitate the economic development and growth of the State and the Department is authorized by Section 339.2821, Florida Statutes, to approve an expenditure to the Recipient for the direct costs of the Project; and

WHEREAS, the City of Port St. Joe, Florida recognizes the Mayor as the official authorized to act on behalf of the City in such matters and further acknowledges that his signature shall be binding upon the City in such matters; and

WHEREAS, the City Manager shall be responsible for project management,

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

1. Approves the attached SCOP Agreement and authorizes its execution.
2. That this legislative body of the City of Port St. Joe, Florida hereby authorizes the Mayor and/or the City Manager, in his absence, to act as the appropriate official on behalf of the City of Port St. Joe, Florida in dealing with the Department and to sign any and all necessary application and other forms; as well as, submitting any additional information required and signing any necessary contracts and/or other agreements between the Department and the City of Port St. Joe, Florida, that may result from this application.
3. This Resolution shall be effective upon adoption.

THIS RESOLUTION ADOPTED this _____ day of _____,
20_____, by the Board of City Commissioners, City of Port St. Joe, Florida.

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

By: _____
Rex Buzzett
Mayor-Commissioner

ATTEST:

Charlotte M. Pierce
City Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**STATE-FUNDED GRANT
SUPPLEMENTAL AGREEMENT**

525-010-60
PROGRAM MANAGEMENT
12/18
Page 1 of 1

SUPPLEMENTAL NO.
001

CONTRACT NO.
G1275

FPN
438897-2-54-01

Recipient: City of Port St. Joe

This Supplemental Agreement ("Supplemental"), dated _____ arises from the desire to supplement the State-Funded Grant Agreement ("Agreement") entered into and executed on December 11, 2018 as identified above. All provisions in the Agreement and supplements, if any, remain in effect except as expressly modified by this Supplemental.

The parties agree that the Agreement is to be amended and supplemented as follows:

Exhibit B - Updated the Schedule of Financial Assistance

Exhibit D - Updated State Financial Assistance Information

Exhibit E - New Resolution Approving Agreement

Reason for this Supplemental and supporting engineering and/or cost analysis:

This agreement is being increased by \$15,553. to cover the cost pf unforeseen conditions/work discovered during construction. The new agreement total is \$513,253.00.

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

RECIPIENT:
City of Port St. Joe

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: 
Name: _____
Title: City Manager

By: _____
Name: Tim Smith, P.E.
Title: Director of Transportation Development

Legal Review:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT
EXHIBIT "B"
SCHEDULE OF FINANCIAL ASSISTANCE

525-010-60
PROGRAM MANAGEMENT
09/17
Page 1 of 2

RECIPIENT NAME & BILLING ADDRESS: <u>City of Port St. Joe, Florida</u> <u>305 Cecil G. Costin Sr. Boulevard</u> <u>Port St. Joe, Florida 32456</u>	FINANCIAL PROJECT NUMBER: <u>438897-2-54-01</u>
--	---

I. PHASE OF WORK by Fiscal Year:	FY 2019	FY2020	FY2021	TOTAL
Design- Phase 34	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - ()	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	or % \$ 0.00	or % \$ 0.00	or % \$ 0.00	or % \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
Right of Way- Phase 44	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	or % \$ 0.00	or % \$ 0.00	or % \$ 0.00	or % \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$ 0.00	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
Construction/CEI - Phase 54	\$ 497,700.00	\$ 0.00	\$ 15,553.00	\$513,253.00
Maximum Department Participation - (Small County Outreach Program)	100% or \$ 497,700.00	or % \$	or % \$ 15,553.00	or % \$ 513,253.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	or % \$ 0.00	or % \$ 0.00	or % \$ 0.00	or % \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT
EXHIBIT "B"
SCHEDULE OF FINANCIAL ASSISTANCE

525-010-60
PROGRAM MANAGEMENT
09/17
Page 2 of 2

Insert Phase and Number (if applicable)	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
II. TOTAL PROJECT COST:	\$497,700.00	\$0.00	\$15,553.00	\$513,253.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Dustin Castells
District Grant Manager Name

Signature Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
09/17
Page 1 of 1

EXHIBIT D

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

State Project Title and CSFA Number:

- ☐ County Incentive Grant Program (CIGP), (CSFA 55.008)
- ☒ Small County Outreach Program (SCOP), (CSFA 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- ☐ Insert Program Name, Insert CSFA Number

***Award Amount:** \$513,253.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
09/17
Page 1 of 1

EXHIBIT "E"

RECIPIENT RESOLUTION

The Recipient Resolution, or other official authorization, authorizing entry into this Agreement is attached and incorporated into this Agreement.

LEASE AGREEMENT

THIS AGREEMENT entered into as of ~~March~~November 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~~Ten (2010) years beginning ~~March~~November 1, 2020 through ~~February 28, 2040~~October 31, 2030.

3.2 Possession Date: Lessee shall take possession of the leased premises on ~~March~~November 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 of 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

Frank Pate park Tennis court

Quotes:

Option 1: Resurface existing court for Tennis as is, with pickleball lines added

American Tennis	\$ 8,733.00	no warranty on cracks, one coat acrylic resurfacer
Premier Surface	\$ 9,850.00	no warranty on cracks, two coats acrylic resurfacer
Sport Surfaces	\$ 11,500.00	no warranty on cracks, two coats acrylic resurfacer
Sport Surfaces	\$ 15,250.00	3 year warranty on cracks with Armor Crack repair system

Option 2: Remove Tennis posts, add Pickleball posts and nets, resurface and line for pickleball only

American Tennis	\$ 17,500.00	no warranty on cracks, one coat acrylic resurfacer
Premier Surface	\$ 19,500.00	no warranty on cracks, two coats acrylic resurfacer
Sport Surfaces	\$ 18,750.00	no warranty on cracks, two coats acrylic resurfacer

Lamar Faison Two Tennis Courts

American Tennis	\$ 21,500.00	no warranty on cracks, one coat acrylic resurfacer
Premier Surface	\$ 23,750.00	no warranty on cracks, two coats acrylic resurfacer
Sport Surfaces	\$ 20,670.00	no warranty on cracks, two coats acrylic resurfacer



AMERICAN TENNIS COURTS, INC.

1272 BOLTONS BRANCH DR. • MOBILE, AL 36606 • President: Jeffrey M. Nichols
(251) 476-4714 • (800) 854-1921 • FAX (251) 476-4723
www.americantenniscourts.net

July 20, 2020

Mike Lacour
City of Port St. Joe
Port St. Joe, FL

Dear Mike,

As requested, we are pleased to offer the following quotation for the work to be performed on the tennis court located at Frank Pate Park.

Option 1. Standard Resurfacing

For the price of \$8,373.00, we will: *plus 1+2 = \$8,733.00*

1. Thoroughly clean and pressure wash the court
2. Fill all cracks
3. Fill and level all low areas holding greater than 1/8" of water
4. Install one (1) coat of acrylic resurfacer*
5. Install two (2) coats of acrylic color (Dark Green/Light Green)
6. Install textured white playing lines for tennis
7. Install textured light blue playing lines for four pickle ball courts

*I am not recommending a second coat of acrylic resurface. If this was new, bare concrete or asphalt, a second coat may be warranted if the finish was rough. Since the court already has surface coatings, the surface is smooth enough so a second coat is not needed. Also, by adding another layer of acrylic resurfacer, the surface is being "block off" from moisture being able to escape, which could lead to blistering and delamination.

Listed below are some accessories you may wish to add to your court:

1 Sand and Paint the Net Posts	\$ 75.00 ea. ✓
2 Net and Center Strap	\$ 285.00 ea. ✓
Court Valet	\$ 85.00 ea. ✓
Rol-Dri	\$ 105.00 ea. X
Courtsider Bench	\$ 295.00 ea. X

It is recommended that the proposed scope of work be performed only by a **Certified Tennis Court Builder** as designated by the American Sports Builders Association. Adequate access and water must be made available to the site. All labor and materials will have a one (1) year warranty. This quotation only includes work to be performed inside the fence line unless otherwise specified. **Although all work will be performed to manufacturer's specifications, no warranty can be offered on the return of any cracks. It is understood**

ALABAMA
FLORIDA
MISSISSIPPI



GEORGIA
LOUISIANA
TENNESSEE

that the cracks can return at any time after the work has been completed even the next day depending on the movement of the concrete/asphalt pad. (Initial _____). Two applications of Roundup must be made to kill the vegetation on the court. All debris must be removed from the court and fence prior to work commencing. The temperature must be 55 degrees and rising for the work to be performed. This quotation does not include the construction of or the repair of any landscaping, sidewalks, irrigation work, electrical work, fence work, squeegee marks, etc. The sprinkler system must be turned off prior to work commencing. A site visit will be required to finalize pricing.

Thank you for the opportunity to offer this quotation. This quotation is valid for 90 days. If you need any additional information, please call me at the number above. If you wish to schedule and have this work performed, sign below and either fax or email a copy of this letter to our office. I look forward to hearing from you and working with you.

Sincerely,

Jeff Nichols

Jeffrey M. Nichols
President

Signature of Acceptance

Date



The information contained in this proposal remains the property of American Tennis Courts and cannot be utilized by any other parties without the expressed permission of American Tennis Courts, Inc.



ATHLETIC SURFACES / CONCRETE POLISHING

Mike Lacour
City of Port St. Joe

Premier Surface Solutions Inc. proposes the following options for the one tennis court at the Frank Pate Park.

Property Location/Description: Frank Pate Park, Port St. Joe, FL

Resurface one (1) tennis court (approximately 60' x 120')

Scope of work

A. Acrylic Surfacing for Hard Surface Tennis Court

- **Surface Preparation**
Clean court surface of all dirt, debris and loose material.
- **Crack Repair**
Apply crack patching material in the existing cracks and sand to the level of the surrounding court.
- **Leveling Course -Acrylic surface coatings:**
Apply two (2) coats of sand filled, black acrylic resurfacer to the entire surface of all courts.
- **Texture and Finish Courses**
Apply two (2) successive coats of colored, sand-filled acrylic coating to the entire prepared area of the courts.
Colors to be chosen by Owner.
- **Playing Lines:**
White textured playing lines applied with acrylic paint to meet USTA (Tennis) guidelines. Pickleball lines will be added for four courts, in the same manner as exists on the court today, to meet USPBA guidelines. Line paint color for the pickleball courts will be at the direction of the City.

B. Net Posts and Nets

- **Net Posts (Tennis)**
Sand and paint the existing net posts.
- **Tennis Nets**
Supply and install a new tennis net.

Premier Surface Solutions Inc. proposes to complete the above scope of work for the total price of \$9,850.00

Authorized signature: Rodney Reams Date: July 20, 2020

Rodney Reams for Contractor

Owner or Owner's Agent's responsibilities:

1. Provide suitable access to water and electricity.

23



ATHLETIC SURFACES / CONCRETE POLISHING

WARRANTY

Premier Surface Solutions, Inc. guarantees workmanship and materials for one year upon completion except for reopening of structural cracks or new structural cracking. These cracks occur for many reasons; weak asphalt, subterranean movement, poor stabilization of sub base, or lack of compaction of the lime rock when initially built. None of these can be completely addressed with re-surfacing; therefore, the cracks will return.

Exception to warranty - Any of the cracks in existing courts' surface and / or any new cracks may reflect through the finished surface at any time. This does not constitute a defect in materials or workmanship.

Please initial here for understanding of warranty _____

CONDITION OF SALE:

The purchaser and Seller or its assigns agree to the purchase and sale of before described property on the following conditions:

- 1) That Purchaser will pay to contractor or its assigns the Total Contract Price in accordance with the terms set forth.
- 2) That if the Purchaser shall default in the payment of any installment or violate any of the provisions of this Contract the contractor or its assigns shall have the right to declare due the whole amount unpaid and without notice or demand, legal process, liability for trespass or damages, and without prejudice to other action, enter the premises where said property may be repossess and remove same.
- 3) That there are no agreements or warranties in connection with this transaction which are not expressly set forth in this Contract.
- 4) Buyer hereby assigns without recourse Premier Surface Solutions, Inc. the right and interests of the material and equipment in the above Contract and in the property described therein until paid in full.
- 5) Premier Surface Solutions will exercise reasonable care, but will not be held responsible for damage caused by normal construction operations (damage to sod, landscaping, sprinkler lines, pavement access, etc.)

IN WITNESS WHERE OF, the parties here to have executed this Contract by their proper officers or duly authorized agents on the day and year first above written. The parties agree that in the event that payment is not made as provided herein, Contractor may terminate this contract, refuse to complete any work remaining pursuant to the contract, and any alternate proposals, amendments, changes, or modifications thereto, and sue for the payment due, plus any work performed by contractor up until the date of termination, including a reasonable profit overhead, court costs, attorney's fees (including attorney's fees incurred in arbitration and administrative proceedings and all state and federal actions and appeals), and interest at the rate of 1 1/2% per month, 18% per year.

In the event of litigation of this contract, venue of same shall lie in Leon County, Florida and the prevailing party shall be entitled to an award of reasonable attorney's fees and costs from the non-prevailing party.

Insurance Certificates and Licenses Provided upon request

*any changes or additions to standard insurance coverage are subject to additional cost.

Signed: _____

Print Name: _____ Print Title: _____

24



7011 Wilson Rd. West Palm Beach FL 33413

888-423-1120

July 17, 2020
City of Port St Joe
305 Cecil G. Costin Sr. Blvd
Port St Joe, FL 32456

Mr. Lacour,

Thank you for the opportunity to bid on the resurfacing of your tennis court at Frank Pate Park.

Here at Sports Surfaces, we believe that the key to successful business is having the right product/service at the right time, offering the best quality for the lowest price. We are continually striving to be the most innovative, creative, service minded company in the tennis industry.

We have over 100 years of combined experience and our highly skilled technicians are trained to perform all phases of athletic court construction, resurfacing and maintenance.

Sports Surfaces has installed top quality athletic courts right in your neighborhood and all over the world. Our Company has a long list of satisfied customers ranging from private clubs to large athletic facilities.

In addition, we carry a full line of sport court equipment, accessories and lighting products

Please let us know if you have any questions or comments. For more detailed information about our services and products, please visit our web page at www.sportsurfaces.com.

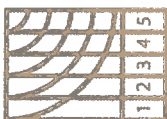
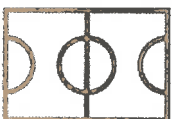
We look forward to hearing from you and the possibility of doing business with you. Our reputation and work history guarantee you have made the right decision.

Sincerely,

Theo Strauss

Estimating / Sales - Sport surfaces LLC

25



www.sportsurfaces.com

CONSTRUCTION - RESURFACING - SUPPLIES



7011 Wilson Rd. West Palm Beach Fl. 33413

888-423-1120

PROPOSAL/AGREEMENT

July 17, 2020

CUSTOMER

City of Port St Joe
305 Cecil G. Costin Sr. Blvd
Port St Joe, FL 32456

Agreement made between Sports Surfaces LLC hereinafter called the Contractor, and City of Port St Joe, hereinafter called the Customer, for the resurfacing of a tennis court with respect to the following terms and specifications:

TENNIS COURT PREPARATION: Area to be approximately: 60' x 120'

The Contractor will clean and power blow court as necessary to remove loose dirt, mildew, and oils.
The Contractor will flood the court area to locate and mark "birdbath" depressions holding water.
The Contractor will patch depressions holding water with depth greater than 1/16" using acrylic patch binder.
The Contractor will grind any ridges that have formed around cracks.
The Contractor will clean and fill cracks using acrylic crack filler.
The Contractor will apply fiberglass membrane strips over the repaired cracks to prevent reflection.
The Contractor will sand all patched areas in preparation for acrylic surfacing system.

TENNIS COURT SURFACING / STRIPING:

The Contractor will apply (2) Coats of Acrylic Resurfacer to entire court area to fill voids and provide a uniform surface.
The Contractor will apply (2) Coats of Acrylic Color to provide in depth color and texture to the court surface.
Tennis court color choice FOREST GREEN
The Contractor will accurately locate and mark playing lines on the court surface.
The Contractor will apply striping tape using taping machine for pinpoint accuracy.
The Contractor will seal the tape to eliminate bleeding of line paint onto the court surface outside of the playing lines.
The Contractor will paint 2" wide tennis playing lines with 3" wide base lines in accordance with USTA regulations using white textured heavy bodied acrylic latex paint.
The Contractor will paint (4) sets of 2" wide pickleball playing lines, 20' x 44', in accordance with USAPA regulations using blue textured heavy bodied acrylic latex paint.

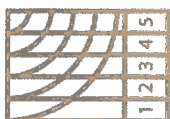
GUARANTEE:

The Contractor guarantees all work against defects in workmanship or materials for a period of (2) years from date of completion. This guarantee excludes Normal wear and tear, physical abuse or neglect and any other conditions beyond the contractor's control, such as sub-base settlement causing depressions on court, cracks, hydrostatic pressure or water vapor pressure bubbles, intrusion of weeds or grass, etc. Proper tennis shoes must be worn on court. Some hard bottom or dark soled shoes, stilettos, cleats, skateboards, roller blades, bikes, etc. may scuff or damage surface. Guarantee shall become void upon owner's failure to adhere and comply with the payment schedule.

PRIVACY / TERMS & CONDITIONS POLICY:

Customer agrees that by signing this document they agree to abide by the Sport Surfaces LLC PRIVACY / TERMS AND CONDITIONS which can be found at: <https://sportsurfaces.com/terms-and-conditions/>

26



www.sportsurfaces.com

CONSTRUCTION - RESURFACING - SUPPLIES



7011 Wilson Rd. West Palm Beach FL 33413

888-423-1120

July 17, 2020
City of Port St Joe
305 Cecil G. Costin Sr. Blvd
Port St Joe, FL 32456

PROVISIONS:

The Customer agrees to pay a 33% deposit due upon acceptance of proposal
The Customer agrees to pay a 33% deposit due upon commencement.
The Customer agrees to pay balance upon completion of the above-proposed work.

CREDIT:

If the Customer does not pay as agreed upon, the Contractor shall have the right to file a lien against the real estate for the value of the work completed. No further work shall be accomplished if instalment payments are not made at the time specified.

FEE:

The Contractor agrees to provide tools, materials, labor, supervision, and insurance to complete the above work for a sum of:
*****ELEVEN THOUSAND FIVE HUNDRED DOLLARS (\$11,500.00)*****

OPTIONS: Alternate addition - Please initial to accept

Option I: _____ The Contractor will supply and install a complete fiberglass membrane over the entire court area, in lieu of fiberglass strips only, to prevent reflection of existing crack repairs and aid in the prevention of new cracks from forming on the court surface. **Add \$3,500.00**

Option II: _____ The Contractor will apply the **ARMOR® Crack Repair System**, in lieu of fiberglass strips over cracks, on up to 200 LF of repaired cracks to prevent the return of the crack to the court surface. **Add \$3,750.00 HIGHLY RECOMMENDED**
(3 year guarantee no cracking where ARMOR® system is used.)

Option III: _____ The Contractor will supply and install (1) pair of new Edwards Nest Posts set in existing sleeves. **Add \$350.00**

Option IV: _____ The Contractor will supply and install (1) new Edwards 30LS Tennis net. **Add \$300.00**

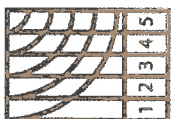
Respectfully submitted by: Theo Strauss Title Estimator

Proposal accepted by: _____ Title _____



Contractor's Note: Court must have a minimum of 1% slope in one plane, and ground outside of court perimeter must be lower than the surface of the court to guarantee removal of water. Prices are subject to change after thirty days or upon site inspection.

27



www.sportsurfaces.com
CONSTRUCTION - RESURFACING - SUPPLIES

LEASE AGREEMENT

THIS LEASE AGREEMENT MADE AND ENTERED INTO THIS 15th day of August 2020, by and between CITY OF PORT ST. JOE, FLORIDA, a municipal corporation organized under the laws of the State of Florida, 305 Cecil G. Costin, Sr., Blvd., P.O. Box 278, Port St. Joe, Florida 32457, *Lessor*, and Gulf Coast Workforce Development Board, Inc., doing business as Career Source Gulf Coast, hereinafter called *Lessee*,

WITNESS ETH:

That subject to the terms and conditions herein contained, Lessor hereby leases to Lessee, and Lessee hereby rents from the Lessor, the following described premises in the City of Port St. Joe, Florida, being more particularly described as follows: 414 Kenney Street, Port St. Joe, FL 32456.

TERMS

For consideration, the value and sufficiency of which is hereby acknowledged, the Lessor and Lessee hereby agree as follows:

1. The term of this Lease shall be the 15th day of May, 2021 to the 15th day of August, 2021 for the Gym and August 15, 2021 through May 15, 2021 for the 2 storage rooms. Upon complying with the terms, agreements and covenants thereof, Lessee shall have peaceable possession of the leased premises.
2. The Leased premises includes the entirety of the Washington Gym, and surrounding grounds from the 15th day of May to the 15th day of August, and two storage rooms from August 15, 2020 to May 15, 2021.
3. Lessee shall pay and be responsible for any and all utilities incurred in connection with the leased premises during the lease period of May 15, 2021 to August 15, 2021 and will further pay the first \$75.00 rental payment for the use of the two "Storage Rooms" beginning August 15, 2020 through May 15, 2021. Neither of the storage areas are heated and cooled nor accessed on a regular basis and therefore there are no utility or other costs associated with the lease of these areas.
4. The Lessee will provide staff to open the gym and oversee recreational time for community members to use the gym to play basketball for up to 20 hours per week, on 3-4 days per week in the months outside of the weeks that the gym is utilized for Summer Program as a service to the community and will not be responsible for utility or other costs to use the gym for this purpose.
5. Lessee will provide general liability insurance with extended coverage in an amount of \$500,000.00, naming the City of Port St. Joe, Florida as an additional named insured. The Lessor shall hold Lessee harmless for damage to the premises caused by wind, flood, or other acts of God.
6. Lessee leases and accepts the premises, as is, and may make alterations to the building only as agreed upon in writing by the City, at its own expense and at the end of said lease period, the Lessee will return the property to the Lessor in as good as condition as is presently, ordinary wear and tear excepted. Alterations and improvements to the leased premises require Lessor's

written consent and shall become the property of Lessor unless otherwise agreed in writing. All

minor repairs of less than \$250 shall be the responsibility of the Lessee. All major repairs above \$250 shall be reported to the City for inspection and determination of the corrective action that will be needed.

7. Should the Lessor during the Lease Term allow the use of the kitchen or Storage Room, where equipment belonging to the Lessee resides, for any special event the Lessor will be responsible for any damage or loss of said equipment/inventory. The equipment and inventory will be inspected by a representative of the Lessee and Lessor prior to any said special event to assess the state of said equipment and to verify inventory count of chairs/tables and other items belonging to the Lessee.
8. Lessor may, at any reasonable time during the term of this Lease, inspect said leased premises.
9. Should the premises be substantially damaged or destroyed during the term of this Lease, either party may terminate the Lease.
10. Any notices of communications from Lessee to Lessor under this agreement shall be in writing sent to Lessor by United States Mail, postage prepaid, addressed to Lessor, or delivered to Lessor, City of Port St. Joe, Florida, at P.O. Box 278,305 Cecil G. Costin, Sr., Blvd., Port St. Joe, Florida 32457.

All notices or communications from Lessor to Lessee under this Lease shall be in writing and shall be sent to Lessee by United States Mail, postage prepaid, addressed to Lessee at 5230 W. U.S. Highway 98, Panama City, Florida 32401; or delivered to Lessee at 414 Kenney Street, Port St. Joe, Florida 32456.

Any address hereinabove provided for may be changed from time to time by either party hereto by written notice similarly given.

10. Lessee shall not assign or sublet the premises, or allow any other person or entity to operate a business, sell merchandise or services, or conduct any commercial activity from the premises without the consent of the City.
11. Either party may cancel this agreement at any time for any reason.
12. Fixtures and appliances installed by the Lessee shall remain the property of the Lessee and the premises shall be restored to its original condition upon their removal unless otherwise agreed upon.
13. No security deposit shall be required by Lessor.
14. **INDEMNIFICATION:** Lessee shall indemnify Lessor and save it harmless from suits, actions, damages, liability, and expense in connection with the loss of life, bodily or personal

injury or property damage arising from or out of any occurrence in, upon or at, or from the leased premises, or the occupancy or use by Lessee of said leased premises or any part thereof, or occasioned wholly or in part by any act of omission of Lessee its agents, contractors, employees, servants, invitees, licenses, or concessionaires. In addition, Lessor shall not be responsible or liable to Lessee or to those claiming by, through or under Lessee for any loss or damage to either persons or the personal property of the Lessee that may be occasioned by or through the acts or omissions of persons occupying adjacent, connecting or adjoining premises, other than equipment or inventory specifically listed in item 6.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, in triplicate, on the date hereinabove mentioned.

Signed, sealed and delivered
In presence of:

LESSOR:

	<u>CITY OF PORT ST. JOE</u>
	<u>Rex Buzzett, Mayor</u>
<u>Printed Name of Witness</u>	Attest: <u>Charlotte M. Pierce, City Clerk</u>
	LESSOR
	<u>CAREERSOURCE GULF COAST</u>
	<u>Kimberly L. Bodine, Executive Director</u>
<u>Printed Name of Witness</u>	
<u>Printed Name of Witness</u>	



October 13, 2020

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

RE: HUD Community Development Block Grant – Disaster Recovery Funding Project

Dear Jim:

As a follow up to the conference call with yourself, Charlotte Pierce, and representatives from the Florida Department of Economic Opportunity (DEO) on October 8, 2020 regarding the City of Port St. Joe's needs in the wake of the Florida Hurricane Michael federal disaster (DR-4399-FL), The Ferguson Group L.L.C. (TFG) has prepared a scope task order assignment for securing funding for sewer infrastructure repairs and the construction of a new firehouse, safehouse, and police station under the U.S. Department of Housing and Urban Development (HUD) – Community Development Block Grant – Disaster Recovery (CDBG-DR) program.

Congress appropriated \$735 million in CDBG-DR funding for Hurricane Michael relief. These funds will be administered by DEO and distributed to the nine counties that were impacted by Hurricane Michael, including Gulf County. In discussions with DEO regarding the City's projects, it is apparent that Port St. Joe is in a very good position to receive CDBG-DR funding from the Hurricane Michael disaster to support your priority projects. DEO designated Gulf County as a Most Impacted and Distressed (MID) county after Hurricane Michael. As outlined in the Federal Register notice, eighty percent of funding awarded to the state will go to the HUD-identified MID counties to ensure the funds assist the most impacted areas. The application cycle for the CDBG-DR funding is from September 2, 2020 to November 30, 2020. There is a minimum award of \$250,000 and projects must be completed within 36 months of funding.

TFG is well positioned to help the City seek funding under the CDBG-DR program as we have been engaged with the City since the disaster on your priorities. This letter reviews the requirements of the CDBG-DR program, identifies a scope of work to pursue funding, and includes a cost proposal for TFG's services.

CDBG Disaster Recovery Program

Eligible Activities

To receive CDBG-DR funding, Port St. Joe must provide a detailed description of damage caused by Hurricane Michael. Applications should include plans to mitigate against future damage and show how the proposed project will assist the community in rebuilding after Hurricane Michael. Projects requesting funds for damage caused by deferred maintenance will not be considered. To be eligible for consideration for Hurricane Michael funding, applicants must propose programs or projects that align with CDBG-DR and DEO requirements and priorities as outlined in the State Approved Action Plan.

Infrastructure Category

The project types for which Port St. Joe seeks funding are classified under the Hurricane Michael Infrastructure Category and highlighted in bold type below.

- **Restoration of infrastructure damaged by Hurricane Michael (including water and sewer facilities, streets, drainage, bridges, etc.)**
- **Removal of debris and other damage**
- Water and sewer facilities
- **Repair to public facilities such as emergency community shelters**
- Demolition, rehabilitation of publicly or privately owned commercial or industrial buildings
- Repair of homeless shelters and disaster shelter facilities
- Renourishment of dunes and/or dune restoration
- Economic revitalization which includes any CDBG-DR eligible activity that demonstrably restores and improves some aspect of the local economy

Application Process

All eligible applicants will be expected to complete and submit all required attachments to the Infrastructure Application which are listed below. DEO may request additional supporting documents during the application review and site visit periods.

- Cover letter detailing the project and the importance to the community that the project will serve.
- Project budget estimates - DEO has provided a budget worksheet.
- Projected project work plan, including which segments of the project are expected to be carried out by contractors or applicant staff.
- Organization Chart or Schedule of Team Roles, such as staff, contractor, vendor, and community partners illustrating their roles and responsibilities as it relates to the proposed project.
- Public Meeting Notice, which includes meeting agenda, meeting minutes, and any received public comments pertaining to the proposed project.
- Service area maps illustrating the following:
 - Total service area;
 - Low to Moderate Income (LMI) service area; and
- Pictures of damage caused by Hurricane Michael and the current condition. The City will have the ability to upload up to 10 pictures of the damage caused to the project/project area and the current conditions of the project/project area.

Applicants are permitted to submit more than one project proposal and an application must be filled out for each project. The City plans to pursue funding for two Infrastructure projects including sewer infrastructure repairs and a new firehouse, safehouse, and police station.

Scoring Criteria

CDBG-DR Infrastructure projects will be evaluated on the following scoring criteria as provided in the CDBG-DR application guidance.

		Max. Points
1.	Overall LMI benefit (Percent LMI benefit of the activity): The LMI score will be determined on the service area the project serves, in order to calculate the LMI score. The applicant should provide their LMI data for the project service area in a percentage form. For example, if the service area LMI is 65% DEO will multiply by 30 (the maximum amount of points) to receive the final LMI score of 19.5 points.	30
2.	Stormwater Infrastructure: <ul style="list-style-type: none"> - All storm water, potable water, drainage and wastewater projects: 20 points - Evacuation routes: 5 points 	20
3.	Project Impact: The impact of the project on the community should be significant with an emphasis on health and safety, including but not limited to: economic impact (businesses involved in design, engineering and construction; creation of jobs; savings of economic losses attributable to service interruptions, e.g. industries dependent on clean water and waterways), community resiliency, etc. On a scale of 0 to 20, 0 points should be awarded to projects with little to no impact and up to 20 points can be awarded to projects that have a significant economic or health/safety community impact.	20
4.	Homeless Shelter and Facilities Serving as Shelters during Disasters: An applicant can score a maximum of 15 points if the project either improves or repairs an existing homeless shelter or facility that also functions as a disaster shelter for the community.	15
5.	Management Capacity: The local entity has the capacity to complete the project and the ability to perform required maintenance.	10
6.	Special Designation: An applicant can score a maximum of 10 points if the project: <ul style="list-style-type: none"> - Is located in a Rural Economic Development Initiative (REDI) eligible county or community (see section 288.0656, F.S.) - 5 points - Is located in an Area of State Critical Concern (see 380.05 F.S.) - 5 points 	10
7.	Leverage of Funds: <ul style="list-style-type: none"> - CDBG-DR funds used as federal program local match - 5 points - CDBG-DR funds used along with leveraged funds from the applicant- 5 points 	10
8.	Project readiness: <ul style="list-style-type: none"> - Planning is complete, and the project is ready to break ground after the completion of a required HUD compliant environmental review or assessment and funds are available. - 10 points - Initial planning has been completed and the procurement process is ready to begin - 5 points 	10
Total Maximum Score:		125

Environmental Clearance

All CDBG-DR activities must comply with the provisions of the National Environmental Policy Act of 1969 (NEPA) as well as all HUD environmental regulations provided in 24 CFR part 58. The City is responsible for conducting the required environmental study and supplying the information to DEO for clearance. The environmental review must be completed and approved prior to any funds being disbursed for the project or construction commencing. If an identified environmental condition cannot be cleared, the project may be deemed ineligible for funding.

Scope of Work

TFG can add great value to the City's efforts to secure CDBG-DR funding. Our proposed scope of work will entail preparing two grant applications for the City to submit to the CDBG-DR program:

1. Sewer Infrastructure Repairs to address the severe inflow and infiltration by applying slip liners to the sewer collection piping and rehabilitation of sewer lift stations.
2. Construction of a new firehouse, safehouse, and police station.

TFG will also prepare the Environmental Clearance documentation for both projects and document and lead all required public participation activities.

Grant Application

TFG estimates the preparation of the two CDBG-DR grant applications may entail drafting up to 45 pages of narrative responses per application. However, since responses to narrative questions can be used in both grants, TFG believes the level of effort will amount to drafting 22 pages of narrative, or an approximate 75% reduction.

The fee to prepare the two CDBG-DR grant applications is \$20,000.

Environmental Clearance

The environmental clearance documentation will be different for each of the two projects. The environmental clearance for the sewer infrastructure project can be addressed by adhering to HUD Environmental Review Procedures contained in 24 CFR Part 58 as amended. The following activities are categorically excluded under NEPA, but may be subject to review under authorities listed in Sec. 58.5:

- (1) Acquisition, repair, improvement, reconstruction, or rehabilitation of public facilities and improvements (other than buildings) when the facilities and improvements are in place and will be retained in the same use without change in size or capacity of more than 20 percent (e.g., replacement of water or sewer lines, reconstruction of curbs and sidewalks, repaving of streets).

The construction of a new firehouse, safehouse, and police station on land recently acquired by the City will not meet HUD requirements for categorical exclusion under NEPA. If a project is not categorically excluded under Sections 58.34 and 58.35, an Environmental Assessment (EA) must be prepared. In this regard, the EA for the new firehouse, safehouse, and police station, must:

- (1) Determine existing conditions and describe the character, features, and resources of the project area and its surroundings and identify the trends that are likely to continue in the absence of the project.
- (2) Identify all potential environmental impacts, whether beneficial or adverse, and the conditions that would change because of the project.
- (3) Identify, analyze, and evaluate all impacts to determine the significance of their effects on the human environment and whether the project will require further compliance under related laws and authorities cited in Sec. 58.5 and Sec. 58.6.
- (4) Examine and recommend feasible ways in which the project or external factors relating to the project could be modified to eliminate or minimize adverse environmental impacts.
- (5) Examine alternatives to the project itself, if appropriate, including the alternative of no action.
- (6) Complete all environmental review requirements necessary for the project's compliance with applicable authorities cited in Sections 58.5 and 58.6.

The fee to complete the two environmental clearance studies for the two CDBG-DR projects is \$18,000. This fee includes TFG travel to Port St. Joe to document the environmental condition of the property where the new firehouse, safehouse, and police station will be constructed.

Public Participation

All applicants must submit evidence of a publicly noticed meeting or public comment period to discuss proposed projects and applications for the Rebuild Florida General Infrastructure Repair Program.

Due to the impacts of COVID-19, DEO is allowing applicants to receive public input on their Rebuild Florida General Infrastructure Repair Program application through the following meeting formats:

1. Posting information about the project online: An applicant posts the information about the project and the program to its public website and allow for 14-day public comment period. The City must submit a copy of the post and any public comments to DEO as part of the application. In choosing this option for public comment, the City will still need to follow proper public noticing guidelines such as advertising the posting in a newspaper of general circulation for five (5) days.
2. Virtual public meetings: The City would need to supply the same documentation that would normally be required to demonstrate if a meeting were held, including minutes and a public meeting notice.

Evidence of public meeting with city and tribal governments must meet the following requirements:

- Notice of the public meeting must be provided at least five (5) days prior to the meeting.
- Documentation of the meeting must include sign-in sheets and minutes.

Prior to applying for CDBG-DR funding, applicants are required to post a public notice in a newspaper of general circulation and to their website that states the types of projects to be undertaken, the source and amount of funding available for the activities, the date by which comments must be made and a contact person for a copy of the proposed application. Applicants must provide for a 10-day comment period, which must be published prior to the submission of the application.

Evidence of the public notice must meet the following requirements:

- Documentation of newspaper advertisement.
- Print-out of county webpage showing public notice.
- Documentation that the needs of non-English speaking citizens have been met where a significant number of non-English speaking citizens can be reasonably expected to participate. In this case, documentation will need to be translated into Spanish.

The fee to complete the public meeting process for the two CDBG-DR grant applications is \$3,000. This fee does not include TFG travel costs to Port St. Joe to administer a public meeting.

Agreement

The City of Port St. Joe agrees to compensate TFG through a lump sum fee for the scope of work described above with a not to exceed limit of \$41,000, commencing on the date of acceptance. TFG will complete all work described herein prior to the CDBG-DR November 30, 2020 grant submission deadline.

We greatly appreciate the opportunity to offer this service to Port St. Joe. If the terms of this letter of agreement are acceptable, please sign this document and return a copy to us at your earliest convenience.

Sincerely,



W. Roger Gwinn
CEO



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

ACKNOWLEDGED AND AGREED TO BY:



W. Roger Gwinn, CEO

Jim Anderson, City Manager

10-13-2020

Date

Date



Florida A&M University
presents the

North Port St Joe Recovery Project

US Department of Commerce Economic Development Agency (EDA)

—Master Plan presented to the City

—Rezoning approved by the City

—NPSJ Recovery Project approved by the EDA

1. Implement the multiple objectives identified in the community plans developed by the NPSJ PAC.
2. Identify funds to pay for the NPSJ PAC plans.

4 PARTS

1. INFRASTRUCTURE IMPROVEMENT

- Write DEO Rebuild Florida grant, Phase 1
- Write DEO Rebuild Florida grant, Phase 2

2. AFFORDABLE HOUSING

- Provide pro-bono architectural services and engineering services for qualified NPSJ projects

3. WORKFORCE DEVELOPMENT

- Identify NPSJ residents to receive job training
- Host Career Fair within next 90-120 days

4. ECONOMIC DEVELOPMENT

- Secure an addition \$250K for extended services beyond the grant period





EDA NPSJ Project Update

— Master Plan presented to the City

— Rezoning approved by the City

— NPSJ Recovery Project approved by the EDA

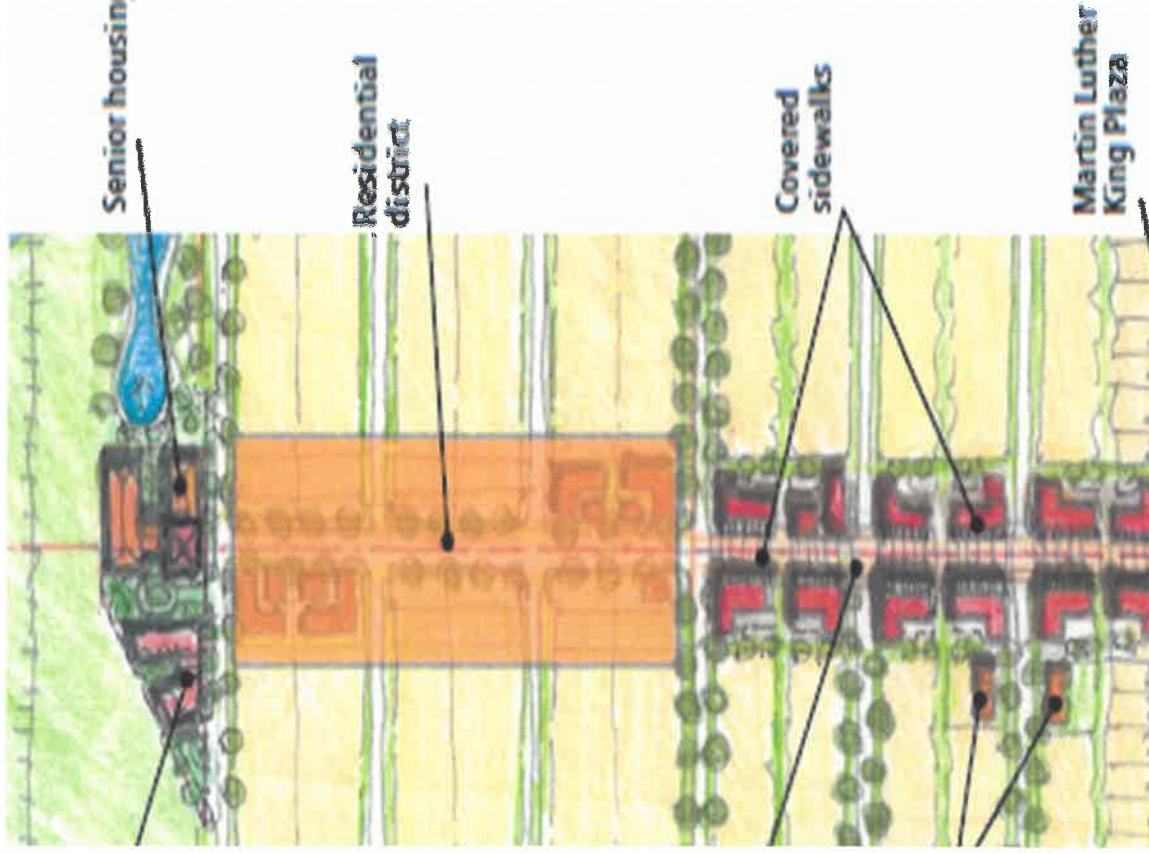
2016 2017 2018 2019 2020 2021 2022 2023 2024 2025 2026 2027

DEO Florida Rebuild grant: Phase 1
(due Nov 30)

DEO Florida Rebuild grant: Phase 2
(due Nov 30)

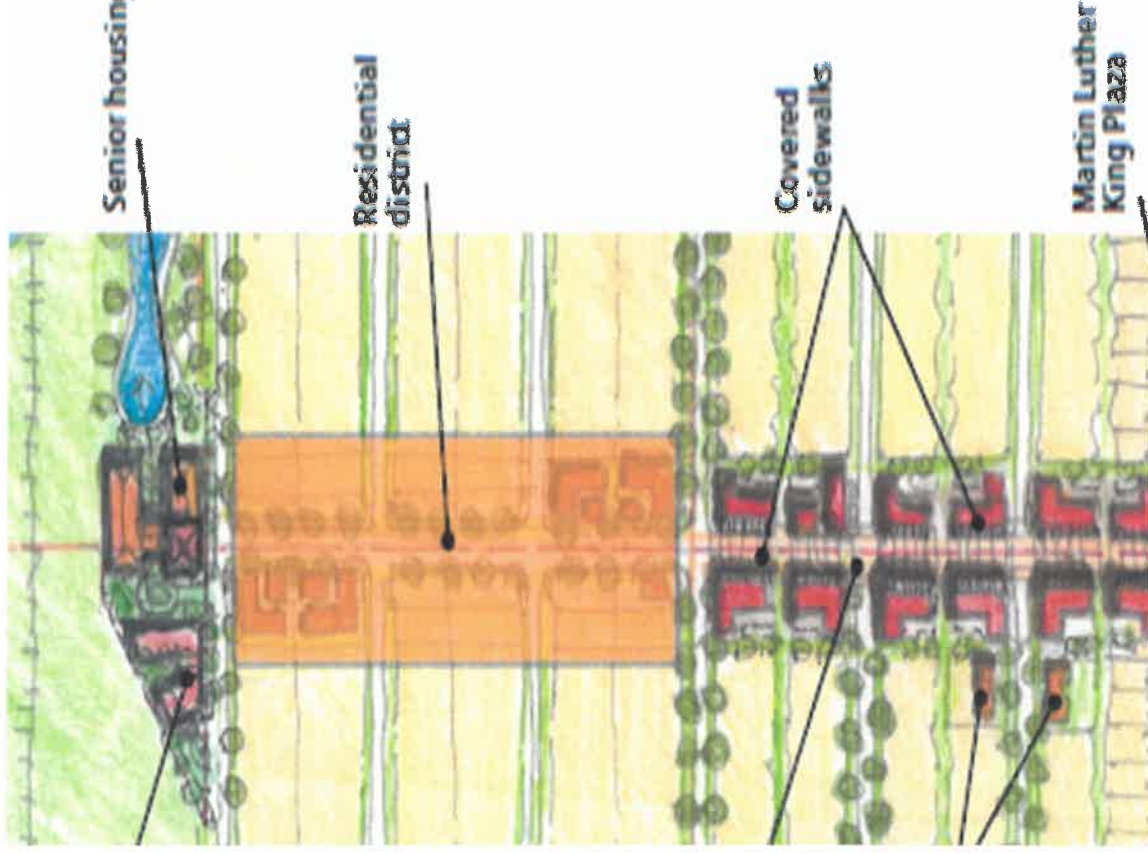
INFRASTRUCTURE IMPROVEMENTS \$ TBD

1. FOCUS attention on restoring Martin Luther King Boulevard.
2. RESTORE MLK commercial heart while providing places for people to live.
3. RENEW AND IMPROVE the Boulevard's infrastructure and public facilities including:
 - playgrounds, bikeways, trails,
 - sidewalks, roads, alleyways, sewer,
 - stormwater management, streetscape,
 - underground utilities and environmental improvements.



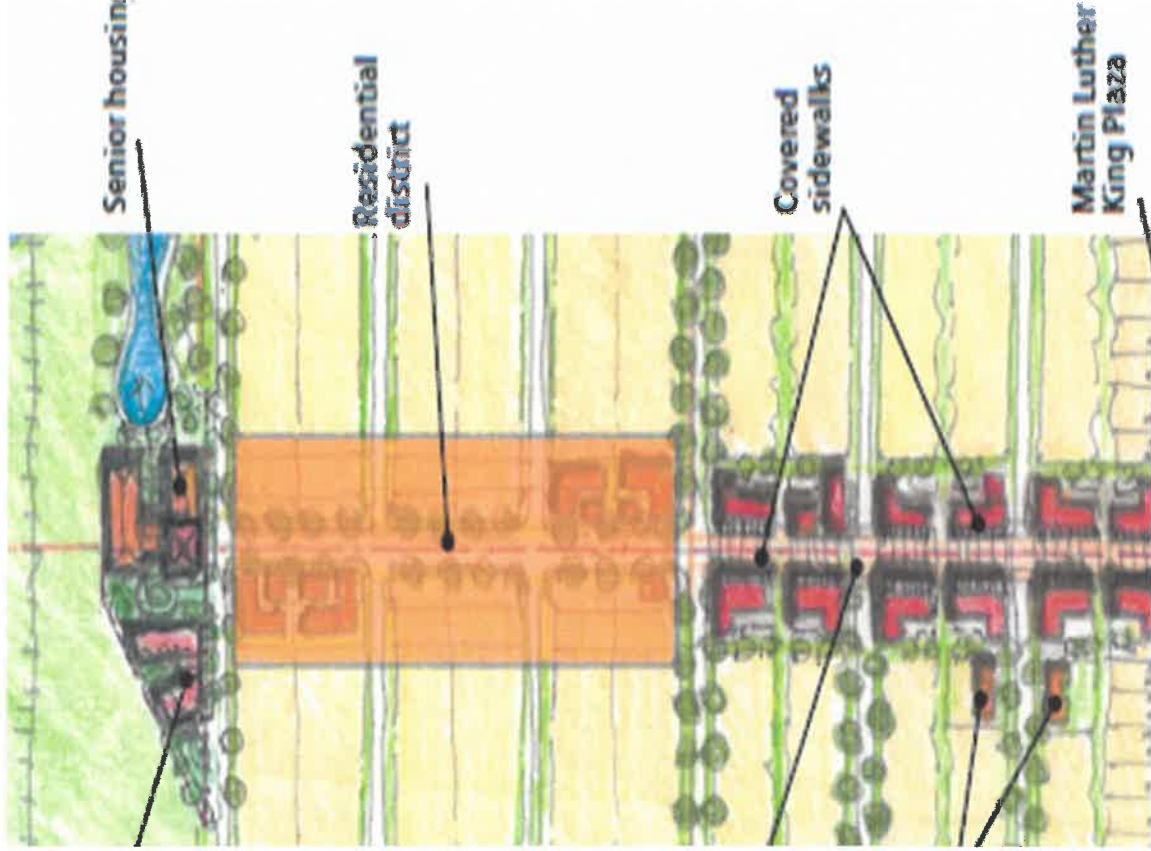
PUBLIC INVESTMENT SOURCES

1. **DEO REBUILD FLORIDA Infrastructure Repair Program** is designed to provide funding for local governments to carry out strategic and high-impact activities to rebuild and harden infrastructure to prevent or reduce losses in future disasters.
2. TRIUMPH GULF COAST
3. WORKFORCE DEVELOPMENT GRANTS
4. GOVERNMENT INCENTIVES



ACTION ITEMS

1. CITY COMMISSION **APPROVAL** for a City of Port St Joe collaboration/partnership with Florida A&M University to secure public infrastructure funding.
2. CITY COMMISSION **DESIGNATION** of a senior level contact that will manage the submission of the DEO Rebuild Florida grant that is due November 30, 2020.





Presented by

Andrew Chin

Associate Dean + Associate Professor
School of Architecture + Engineering Technology (SAET)
Florida A&M University (FAMU)
1938 South MLK Boulevard, Tallahassee, FL 32307
850.412.7815 wk, 599.3436 fax
andrew.chin@famu.edu
www.famu.edu/architecture

Karema Tyms-Harris

President & CEO
Foreign Affairs Center, Inc
216 W. College Avenue, Suite 613
Tallahassee, FL 32303
info@foreignaffairscenter.com
www.foreignaffairscenter.com
(855) 690-6600, ext 1

New Asset Build To Increase Tourism and Resilience in the City of Port St Joe

Asset based economic development is identifying a community's unique features and intentionally leveraging them to gain greater economic growth.

Wealthworks.org identifies eight areas rural communities can look at to identify their assets: social, political, cultural, built, intellectual, individual, financial, and natural assets. Individual assets include people with special skills and talents. Intellectual assets include creativity and innovation. A Build asset is an agreed upon project that will result in a new community feature.

Capitalizing on the City of Port St Joe's unique assets, investing in them and intentionally promoting them is a good foundation for diversifying and strengthening their economy.

Recommendation: Form a committee to explore the creation of a City owned RV Park, which would align with other community assets, and leverage additional resources to support economic growth. The goal is to create the new community asset and after the initial outlay operate it on a break-even basis.

Proposed RV Park Project

Ownership: City owned and operated (grant funded)

Government

Requirements: Zoning and regulations

Recommended

Location: Off of SR71

The Opportunity:

Tourism:

- Increase number of visitors to the community
- Accommodate RV travelers
- Increases City's ability for overnight and short term stay accommodations
- Low hanging fruit -- Can recruit minority RV Club annual gatherings
- Convenient to FL, AL, MS, LA travelers driving down highway 98
- Storage and Visitor accommodations for area residents and guests
- Visitors patronize local restaurants, fishing, boating, attractions, i.e constitution hall
- Strong promotional value proposition
- Strong regional partnership collaboration potential

Support for Regional Resilience:

- Stop over for RV's needing layover from storms
- Staging area for FEMA during post disaster event
- Emergency housing capabilities
- Will create new jobs
- Catalyze additional economic growth

New Asset Build To Increase Tourism and Resilience in the City of Port St Joe (con't)

Budget Considerations*

Estimated Construction Cost:

Land (10) acres: One rule of thumb one acre fits 10 campsites	\$50,000
Site prep (permitting, tree removal, grading, etc)	\$100,000
Signage	\$30,000
Office Check-in Center	\$60,000
Furniture and fixtures	\$30,000
Office Equipment	\$30,000
Maintenance Equip (ongoing maintenance to be provided by the City)	\$60,000
Landscaping	\$20,000
Utility Hookups (water, electricity, and internet for 30 campsites)	<u>\$60,000</u>
	\$440,000

*Pre Build requirements:

- Zoning and regulations

Annual Projected Revenue

40 campsites half-year rentals, plus 2 club gatherings & other events	<u>\$100,000</u>
---	------------------

Annual Operating Cost

Water and electric	\$50,000
Office Equipment leases	\$30,000
Maintenance (maintenance to be provided by the City \$60,000)	
Insurance	\$20,000
Marketing and Advertising (Tourism Council) \$50,000)	
	<hr/>
Total Annual Operating Cost	\$100,000

Funding Sources

City
County
Gulf Coast Triumph*
FEMA*
USDA*
State CBDG*

*City grant writers will apply for funding